

**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 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, June 5, 2012, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

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

7:05 Executive Summaries for Planning Commission held May 10, 2012 and May 24, 2012

### **PUBLIC HEARINGS:**

7:10 Zone Text Amendment for Prohibited Home Occupations

### **SUMMARY ACTION:**

7:20 Minute Motion Approving Summary Action List

1. Approval of Minutes from May 15, 2012
2. Approval of Disbursement Lists for April 2012
3. Ritz Easement and Boundary Line Adjustment
4. Ordinance Amending and Recodifying Title 7, Chapter 6, of the Municipal Code regarding Fireworks
5. Ordinance Amending Section 7-5-124.5 of the Municipal Code regarding the Locational Restrictions of Outdoor Fires within the City
6. Red Barn Lane Use Agreement for the Haws Companies (THC)
7. Amend Title 10-2-070 of City Code to Adopt the 2011 National Electrical Code and Some House Keeping Due to Senate Bill 28.

**CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS:**

- 7:25 Burke Lane and 1825 West Extension Agreements Recommendations
- 7:35 Subdivision Ordinance Text Amendment for Surety Bonds and Length of Warranty Periods

**GOVERNING BODY REPORTS:**

- 7:45 City Manager Report
1. Upcoming Agenda Items
- 7:50 Mayor Harbertson & City Council Reports

**ADJOURN**

**CLOSED SESSION**

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

DATED this 31st day of May, 2012.

**FARMINGTON CITY CORPORATION**

By:  \_\_\_\_\_  
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:  
June 5, 2012

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

It is requested that Mayor Scott Harbertson give the invocation/opening comments to the meeting and it is requested that Council Member Jim Talbot lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:  
June 5, 2012

**S U B J E C T:** Executive Summaries for Planning Commission held May 10, 2012 and  
May 24, 2012

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

See enclosed staff report prepared by Christy Alexander.

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: May 25, 2012

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON MAY 10, 2012

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on May 10, 2012 [note: nine commissioners attended the meeting—Chair Michael Nilson, Brigham Mellor, Bob Murri, Michael Wagstaff, Kris Kaufman, Brett Anderson, Rick Draper, and Alternates Mack McDonald and Brad Dutson]:

1. Farmington City – (Public Hearing) -- Applicant is requesting a recommendation to amend the Sign Ordinance prohibiting electronic signs. (ZT-3-12)  
Voted to table the item to allow further study and review by City staff.  
Vote: 7 – 0.

*David Petersen explained that he used the word "prohibit" because he was concerned that the 6-month time period would not be sufficient to resolve this issue. There are many issues associated with electronic billboard signs, and he advised the Commission to do what is best for Farmington and said staff recommends that the Commission table this item to allow additional time for research.*

*The Commission tried to determine the best avenues to obtain information and make decisions regarding electronic billboard signs. David Petersen said he would work with representatives from the various sign companies and the Utah League of Cities and Towns. Chairman Nilson stressed the importance of allowing some flexibility within the ordinance for changing technology. Michael Wagstaff said because there is so much ambiguity, he is not comfortable recommending a moratorium or prohibition. Doug Herrscher from the Utah Sign Association said they have studied these issues for years, they have reliable information to share, and they will present concrete data to City staff. Bob Murri said the words "prohibit" and "ban" are too strong, and the Commission needs to*

*determine guidelines which meet the needs of the City and collaboratively work together to make that happen.*

Respectfully Submitted



Christy J. Alexander  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: May 25, 2012

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON MAY 24, 2012

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on May 24, 2012 [note: five commissioners attended the meeting—Chair Michael Nilson, Kris Kaufman, Brett Anderson, Rick Draper, and Alternate Mack McDonald]:

1. The Haws Companies – (Public Hearing) – Applicant is requesting a recommendation for a Minor Plat approval and Plat Amendment for Park Lane Commons Parcel E encompassing 21.174 acres and consisting of 2 parcels located at approximately Station Parkway and Grand Avenue in an A zone. (S-5-12)

*Voted to recommend minor plat and plat amendment approval, Vote: 5 – 0.*

2. Craig Holmes – (Public Hearing) – Applicant is requesting a recommendation of approval of an amendment to the Zoning Ordinance allowing small neighborhood U-haul dealerships as a conditional use in the BR zone. (ZT-4-12)

*Voted to continue the item to the next meeting, Vote: 5 – 0.*

*The applicant had a death in the family which required his presence out of town and asked that we could postpone this item so that he could comment at the next meeting.*

3. Farmington City – (Public Hearing) – Applicant is requesting a recommendation of approval of various amendments to the Zoning Ordinance. (ZT-5-12)

*Voted to recommend the first two text changes for approval, Vote: 5 – 0*

*Voted to table the third text change for further review, Vote: 5 – 0*

4. Farmington City – (Public Hearing) – Applicant is requesting a recommendation of approval of an amendment to the zoning ordinance addressing check cashing establishments. (ZT-5-12)

*Voted to table item to next meeting for further review, Vote: 5 – 0*

5. Farmington City – (Public Hearing) – Applicant is requesting a recommendation of approval of various amendments to the Sign Ordinance. (ZT-6-12)  
Voted to table the first two text changes for further review, Vote: 5 – 0  
Voted to recommend the second two text changes for approval, Vote: 5 – 0

Respectfully Submitted



Christy J. Alexander  
Associate City Planner

Review & Concur,



Dave Millheim  
City Manager

## CITY COUNCIL AGENDA

For Council Meeting:  
June 5, 2012

**S U B J E C T:** Public Hearing: Zone Text Amendment for Prohibited Home Occupations

### ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the attached amendment to the Zoning Ordinance to allow Real Estate offices which generate traffic as home occupations.

### GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

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



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Christy Alexander, Associate City Planner  
Date: May 25, 2012  
SUBJECT: ZONE TEXT AMENDMENT FOR PROHIBITED HOME OCCUPATIONS

### RECOMMENDATION

1. Hold the public hearing
2. Approve the attached amendment to the Zoning Ordinance to allow Real Estate offices which generate traffic as home occupations.

### BACKGROUND

Farmington City has received a request to consider allowing Real Estate offices as a home occupation. Currently, 11-35-103 (15) (d) states: **The following uses, among others, shall not be allowed as home occupations: (d) Real estate offices which generate traffic from customers or from realtors other than the owner of the home.**

As staff reviewed the request and the ordinance, it appeared that a real estate office in the home would be no different than a CPA office or some other professional offices which are allowed as home occupations. Staff was not able to determine why Real Estate offices that allow customers or other Realtors to come to the house should be singled out for prohibition.

The Building Official has indicated there are no special requirements to use a home as an office with customers coming to the home. The Planning Commission voted unanimously on April 26, 2012 to recommend this amendment for approval with no further changes to the ordinance.

Respectively Submitted

Christy J. Alexander  
Associate City Planner

Review and Concur

Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. 2012 -**

**AN ORDINANCE AMENDING SECTION 11-35-103(15) OF  
THE FARMINGTON CITY ZONING ORDINANCE  
REGARDING THE REMOVAL OF REAL ESTATE OFFICES  
HAS A PROHIBITED HOME OCCUPATION.**

**WHEREAS**, the Planning Commission has held a public hearing regarding the text change related to removing real estate offices as a prohibited home occupation and recommended that this ordinance 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 change proposed;

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

**Section 1. Amendment.** Section 11-35-103(15) of the Farmington City Zoning Ordinance is hereby amended to read in its entirety as follows:

(15) The following uses, among others, shall not be allowed as home occupations:

(a) Barber shops and beauty salons except for a barber or beautician who has no assistants and sells no products except their skilled services;

(b) Kennels or animal hospitals;

(c) Commercial stables;

~~(d) Real estate offices which generate traffic from customers or from realtors other than the owner of the home;~~

~~(e)~~(d) Restaurants;

~~(f)~~(e) Sale or repair of firearms;

~~(g)~~(f) Repair shops or service establishments, except for the repair of electrical appliances, typewriters, televisions, cameras, or other similar small items.

**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 5th day of June, 2012.

**FARMINGTON CITY**

\_\_\_\_\_  
Scott C. Harbertson  
Mayor

**ATTEST:**

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



Planning Commission Staff Report  
April 26, 2012

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**Item 4: Zone Text Amendment- Prohibited Home Occupations**

Public Hearing:	Yes
Application No.:	Z-2-12
Property Address:	City-wide
General Plan Designation:	NA
Zoning Designation:	NA
Area:	NA
Number of Lots:	NA
Property Owner:	NA
Agent:	NA

Request: *It is proposed that the Zoning Ordinance be revised to allow Real Estate offices which generate traffic as home occupations.*

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**Background Information**

Farmington City has received a request to consider allowing Real Estate offices as a home occupation. Currently, 11-35-103 (15) (d) states: **The following uses, among others, shall not be allowed as home occupations: (d) Real estate offices which generate traffic from customers or from realtors other than the owner of the home.**

**Analysis**

As staff reviewed the request and the ordinance, it appeared that a real estate office in the home would be no different than a CPA office or some other professional offices which are allowed as home occupations. Staff was not able to determine why Real Estate offices that allow customers or other Realtors to come to the house should be singled out for prohibition.

The Building Official has indicated there are no special requirements to use a home as an office with customers coming to the home.

Some issues that may need to be considered when making this change:

1. The home office would not be a "model home" or "open house". Therefore, the advertising for model homes and open houses would **not** be allowed for these offices. Signs for home occupations are limited to a 1 s.f. sign on the wall or in the window.

A Realtor with a home occupation should be allowed to advertise on the 6 s.f. signs that are allowed to advertise individual lots or homes for sale, but any advertising on the house in which the home occupation is licensed would be limited to the 1 s.f.

2. Offices in model homes must go through a conditional use process, providing for a public hearing and possible conditions imposed by the Planning Commission. However, these offices could have a number of employees, not just the occupant of the house. There is procedure in the Home Occupation ordinance to allow certain occupations upon approval of a Conditional Use Permit. The Planning Commission may want to consider requiring a CUP for Real Estate offices which generate traffic from customers or other Realtors.

### **Suggested Motion**

Move that the Planning Commission recommend approval of an amendment to the Farmington City Zoning Ordinance removing 11-35-103 (15) (d) and re-numbering 11-35-103 (15) to keep the remaining items in sequence.

### **Findings**

1. Real Estate offices are the only professional offices singled out as prohibited as a home occupation in the zoning ordinance.
2. The home occupation limits traffic that could be generated by an office in a residence, employees in the home, and advertising, if they become an issue.
3. Real estate offices in residential zones have been regularly approved in model homes.

### **Supplemental Information**

1. Section 11-35-103 (15)
2. Letter from Ben Barrus

### **Applicable Ordinances**

1. Title 11- Chapter 35 Home Occupations

## CITY COUNCIL AGENDA

For Council Meeting:  
June 5, 2012

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

1. Approval of Minutes from May 15, 2012
2. Approval of Disbursement Lists for April 2012
3. Ritz Easement and Boundary Line Adjustment
4. Ordinance Amending and Recodifying Title 7, Chapter 6, of the Municipal Code regarding Fireworks
5. Ordinance Amending Section 7-5-124.5 of the Municipal Code regarding the Locational Restrictions of Outdoor Fires within the City
6. Red Barn Lane Use Agreement for the Haws Companies (THC)
7. Amend Title 10-2-070 of City Code to Adopt the 2011 National Electrical Code and Some House Keeping Due to Senate Bill 28.

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

## FARMINGTON CITY COUNCIL MEETING

May 15, 2012

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### WORK SESSION

*Present: Mayor Scott Harbertson, Council Members John Bilton, Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Associate Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey*

**Mayor Harbertson** began the meeting at 6:15 p.m. and welcomed those in attendance. The Council reviewed the following agenda items:

### Crosswalk Safety Project

**Dave Millheim** said staff is not opposed to pedestrian flags, but because there are no standards or policies in place, they are concerned that residents will want flags at additional crosswalks. He suggested the possibility of a pilot program to determine the effectiveness of the flags. Concerns raised by the Council included the lack of striping on the 400 W. crosswalk, whether or not drivers will respect flag-carrying pedestrians, if the project will raise awareness, and the maintenance of the flags.

### Minute Motion Approving Summary Action List

**Dave Millheim** said #2 on the List is another section (Title 3) of the Municipal Code ready for review by the Council. Following a brief discussion, several minor amendments were made.

### Farmington City Fireworks Restriction Proposals

**Dave Millheim** strongly encouraged the Council to make a decision on this item in the regular session so that the information could be included in the June newsletter. Fire Chief **Guido Smith** said the City Council approved an Ordinance in 2005 restricting the use of fireworks in east Farmington. It remained in effect until June 2011 when the Council voted to repeal the ordinance for 2011 and asked the Fire Department to provide alternative options for 2012.

**Option #1:** Reinstate previous ordinance with minor modifications; four personnel during July 1-7 and July 21-27 (14 days); fireworks allowed in City parks located west of restricted areas.

**Option #2:** Modify previous ordinance by removing lower section of Somerset Farms and Leonard Lane, 1400 N. to include Ridgewood & Ridgeview Circles, and Bennett Circle; six personnel during the 14 days; fireworks allowed in City parks west of restricted areas.

**Option #3:** Modify previous ordinance by removing the lower section of Compton Rd. & N. Compton Road; six personnel during 14 days; fireworks allows in City parks west of restricted areas.

**Chief Smith** strongly recommended Option #1. The Council discussed factors such as new fireworks approved by the state in 2011, how wet/dry the summer will be, fuel loads in relation to structures, and the amount of brush/trees in certain areas. **Cory Ritz** mentioned that west side has a different fuel load, and it would not be a wise decision to have all of the fireworks there. He said

residents need to be educated and then take responsibility for their choices. **Nelsen Michaelson** said that if fireworks are not in the City's best interest, they should be banned entirely.

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## **REGULAR SESSION**

*Present: Mayor Scott Harbertson, Council Members John Bilton, Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Youth City Council Members Abby Mattinson and Cami Paget were also in attendance.*

## **CALL TO ORDER**

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

**Mayor Harbertson** began the meeting at 7:15 p.m. and welcomed those in attendance, including the Youth City Council Members and former Council Member **David Hale**. The opening prayer was offered by **Jim Talbot**, and the Pledge of Allegiance was led by Boy Scout **David Michael Benson** of Troop 278.

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

### **Executive Summary for Planning Commission meeting held April 26, 2012**

There were no questions and/or comments regarding the Summary.

## **PUBLIC HEARINGS**

### **Zoning Ordinance Amendment for Tobacco Retailers**

**Christy Alexander** explained that because the State of Utah passed House Bill 95 regulating tobacco retailers, staff and the Planning Commission decided that the City does not need to adopt its own ordinance unless stricter regulations are desired. On May 1, 2012, the Council placed a moratorium upon retail tobacco establishments. If the Council denies the Amendment, the City Manager will prepare an ordinance after July 1, 2012, and the building restriction will be lifted.

#### ***Public Hearing:***

**Mayor Harberston** opened the public hearing at 7:20 p.m. There were no public comments.

#### ***Motion:***

**Jim Talbot** made a motion not to approve the amendment to the Zoning Ordinance regarding tobacco in lieu of the Utah State bill which will be in effect on July 1, 2012. It was seconded by **Nelsen Michaelson** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

## **PRESENTATION OF PETITIONS AND REQUESTS**

### Crosswalk Safety Project

**Hunter and Spencer Benson** presented information regarding their Eagle Scout Crosswalk Safety Project. The project was prompted by an accident on March 27, 2012 when resident **Andrew Tolman** was struck and killed by a westbound driver as he walked his bike through a crosswalk on 400 South and State Street. They would like to install 24 pedestrian flags at the following five crosswalks:

1. State Street/400 South
2. Shepard Lane/801 West (Knowlton Elementary)
3. 200 South/200 East
4. 200 South/50 West (Farmington Elementary)
5. 200 West/150 South (Farmington Junior High)

They reported that the University of Utah did a study which showed that 81% of drivers stopped when the orange flags were used, and only 20% stopped when the flags were not used. They chose the flag safety program because it is simple and relatively inexpensive, and they plan to have a school or business near each crosswalk sponsor the crosswalk and assist with flag replacement.

**Jim Talbot** said the program should raise awareness for drivers—Kaysville City’s flags on Main Street have helped educate residents. **John Bilton** complimented the boys for taking action and said a crucial part of this effort is education—many people do not realize there is a crosswalk on 400 West. **Cory Ritz** commended their efforts and said disappearing flags may be the biggest obstacle. He suggested that they stencil “Farmington City” on each flag and that the City paint stripes within the crosswalk. **Jim Young** told the boys he is proud of their efforts and believes the project is worth trying. The **Mayor** suggested a pilot program for 6 months with an evaluation in early 2013.

**Jeff Tolman** encouraged the City to implement this program. He stood on the edge of the crosswalk one night after his son’s accident, and out of 10 cars that passed, none stopped and only one slowed down. He believes pedestrian flags will raise awareness, and he suggested placing a police officer near this location during high traffic times. These efforts will not fill the hole in his family’s hearts, but they may prevent other accidents. He thanked the City for their wonderful support.

**David Hale**, grandfather of the **Benson** boys, expressed appreciation to the **Mayor** and the City Council for their efforts regarding increased safety in the City.

#### *Motion:*

**John Bilton** made a motion to approve the Crosswalk Safety Project to place pedestrian flags at four crosswalks (excluding the 200 South/50 West crosswalk) and to direct City staff to focus on enforcement and education by publishing information in the City newsletter and painting appropriate stripes on the crosswalk at 400 W. State Street. The project will be reviewed by the Council in six months. **Jim Talbot** seconded the motion which was approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

### Farmington City Fireworks Restriction Proposals

The **Mayor** advised the Council to determine whether or not there should be a line. **John Bilton** said there is no perfect solution, but education and enforcement are crucial. He listed the following factors as criteria for choosing a line: (1) street width and accessibility; (2) the distance

from BLM land; and (3) areas with more mature growth—typically on the east side. **Jim Talbot** said public streets have typically been used as borders because residents understand them, and this issue will need to be addressed on a regular basis. Fire Marshal **Paul Hayward** said the Fire Department is recommending that no fireworks be allowed in Woodland Park. Residents will be educated through the City's newsletter and a flyer which will include a map and specific restricted areas.

**Tyler Talbot**, 1326 W. 2500 S., Syracuse, thanked the Council and Fire Chief **Guido Smith** for their efforts regarding fireworks restrictions. He is a regional manager for TNT Fireworks, and in 2011 there were fewer fires than ever before because people were not lighting illegal fireworks such as bottle rockets and roman candles. The more restrictions a city places on fireworks, the more the rules will be broken. He advised the Council to establish a barrier that makes good sense and offered to assist with the education process.

***Motion:***

**Jim Talbot** made a motion to adopt Option #4 for the year 2012 with the understanding that the plan will be periodically reviewed by staff and the City Council. It will be illegal to light fireworks in Woodland Park, and the Fire Department will have additional staffing of six (6) personnel from noon until midnight on July 1-7 and July 21-27 (14 days) at a cost of \$8740 to be paid from the fund balance. **John Bilton** seconded the motion which was approved by Council Members **Bilton, Michaelson, Ritz, Talbot and Young**.

**Appeals Board Selection**

***Motion:***

**Jim Young** made a motion to appoint **Jim Talbot** and **Jim Young** to serve on the Farmington Appeals Board per Section 3-04-050 of the Municipal Code and to appoint **John Bilton** and **Cory Ritz** as alternates. **Jim Talbot** seconded the motion which was approved by Council Members **Bilton, Michaelson, Ritz, Talbot and Young**.

**Christmas Decorations**

***Motion:***

**Nelsen Michaelson** made a motion to approve the proposal for new Christmas decorations and to authorize the use of funds from Account #38-400-420 in the amount of \$37,314 to purchase the decorations. It was seconded by **Jim Talbot** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot and Young**.

**SUMMARY ACTION**

**Minute Motion Approving Summary Action List**

1. Approval of Minutes from April 17, 2012 and May 1, 2012
2. Ordinance Amending, Renumbering, and Recodifying Title 3 of the Municipal Code
3. Approval and/or Ratification of Bonds—Garbett Homes and Woodside Hunters Creek, LLC

***Motion:***

**Jim Young** made a motion to approve Item #1 with several amendments to the April 17, 2012 Minutes, Item #2, and Item #3 with an amendment to the Youth City Council section on p. 19 of the Municipal Code. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**.

## **CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS:**

### **Yield Plan Discussion**

**David Petersen** said Farmington adopted its Conservation Subdivision Ordinance in 1999, and a key component was the yield plan which determines the base number of dwelling units for any given property developed as a conservation subdivision or a PUD. A definition of the yield plan and Exhibits A-E were included in the staff report. He reviewed each Exhibit in detail, and answered questions regarding the number of lots allowed, the percentage of open space, the configuration of both the lots and the open space. He used the Farmington Ranches development as an example and said it included 740 acres, and although the majority of the lots were 11,000 square feet, a 300-acre parcel of open space along the lakeshore is preserved in perpetuity so it can never be developed. The City felt that it was more important to save the open space (even if it was private) and preserve the countryside.

There was discussion regarding smaller developments and the fact that the market for ½-acre lots is diminishing. **Nelsen Michaelson** owns a Symphony Home and pointed out that many homeowners are willing to have smaller lots because of the community areas. **Cory Ritz** and some of his neighbors are concerned that density has been artificially raised by utilizing land that really should not be part of the equation in the first place because it is not buildable, and as a result, the City has ended up with unattractive open space in some areas. **John Bilton** said it seems that the yield plan has served the City well, but he would like the flexibility to do it either way. The Council agreed that the City no longer has huge tracts of land to develop, but wisdom should be used as the remaining smaller pieces of property are developed.

**David Petersen** reported that several sign companies are against the City's proposal to prohibit Electronic Message Centers (EMCs). **Dave Millheim** said if the City takes action, it must be prior to the next legislative session in January 2013.

[**John Bilton** left the meeting at 10:10 p.m.]

## **GOVERNING BODY REPORTS**

### **City Manager – Dave Millheim**

1. *Park Lane Safety/Tim Taylor Report:* There have been 3 life flight accidents on Park Lane in the past year and a half. Letters have been sent to UDOT concerning the confusing signage in that area, but there have been no results. He asked for Council approval to have the City Traffic Engineer conduct research which will assist the City as they make a decision regarding possible solutions.
2. *Fire Department meeting with PLAINS:* There is a high-pressure gas line (200 gallons per second) which runs through the Station Park area. The owner of the line is required to contact the various jurisdictions and follow a safety protocol process. Fire Chief **Guido Smith** did not

sign off on it but asked to see their safety plan and how Farmington might be impacted. Staff is working out an agreement with them which will be reviewed in detail at a later date.

3. *Veterans Memorial Day Program*: The program will be held on Monday, May 28, 2012 at 12:00 p.m. (noon), and he encouraged the Council to attend.
4. *Farmington Trail Access and Mapping City-Owned Properties*: A resident asked about a bike trail access point in west Farmington, and the City discovered they own one of the connection points. During that process, staff realized that they do not have an accurate record of how many properties the City own. GIS Specialist **Matt McCullough** is in the process of determining the number of fee simple properties the City owns. Staff will detail these parcels and add two notes to the GIS: (1) intended use or purpose; and (2) current status. **Cory Ritz** suggested a third note: (3) whether or not the original intended use is still valid.
5. *Transportation Project Review*: There will be an extra work session to discuss the City's transportation projects on June 19, 2012 at 4:00 p.m.

### **Mayor – Scott Harbertson**

- Progress is being made on the Red Barn Lane agreement, and he reminded staff to send a copy the Cook family when it is completed.
- He received a call from **Ben Leiver** of Alpine Dental who currently leases a building near Smith's. He asked if the City would allow him to build a small dental office in the Old Farm area. Following a brief discussion, the Council decided they would like to have a master plan for the area prior to any development.
- He received a call from **Doug McDonald** who was canvassing an area in the City, and he was given an earful from a resident who thinks the City Council is in cahoots with Lagoon.
- He received an email from a resident who is concerned about the lack of restroom facilities during baseball games (near Farmington Elementary). **Cory Ritz** agreed and said the Forbush Park restrooms are often locked on weekends—they need to be made available for baseball games and weekends. The City Manager said he will include the issue on a future agenda.
- He suggested authorizing the Planning Department to approve the abandonment of easements when a resident submits a request to build a shed in their back yard. The City Manager said he will prepare an amendment to the Ordinance.

### **City Council**

#### ***John Bilton***

- The **Mayor** said **John Bilton** had to leave the meeting early but told him that six sycamore trees were removed from the temple site in Brigham City, and it was discovered that sycamore wood is valuable. The City should keep that in mind as its sycamore trees age and may have to be removed.

***Cory Ritz***

- No report

***Jim Young***

- No report

***Jim Talbot***

- No report

***Nelsen Michaelson***

- No report

**ADJOURNMENT**

***Motion:***

**Nelsen Michaelson** made a motion to adjourn the meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Michaelson, Ritz, Talbot and Young**. The meeting was adjourned at 10:30 p.m.

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**Holly Gadd, City Recorder**  
**Farmington City Corporation**



# FARMINGTON CITY

**SCOTT C. HARBERTSON**  
MAYOR

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

**DAVE MILLHEIM**  
CITY MANAGER

I hereby certify the disbursements listing claims against the City for the month of April, 2012.

1. Have been pre-audited and documented;
2. Have been approved in one of the following ways:
  - a. Purchase order directly approved by the City Manager who is the Budget Officer of the City, as delegated by the Mayor.
  - b. Are directly approved by the Governing Body; or
  - c. Are approved by the Finance Officer.
3. Are within the lawful debt limit of the City; and
4. Do not over-expend the appropriate departmental budget established by the Governing Body.

## FARMINGTON CITY CORPORATION

By:   
**KEITH S. JOHNSON, Finance Officer**

By: \_\_\_\_\_  
**DAVE MILLHEIM, City Manager**

.....

A minute motion was made by Council Member \_\_\_\_\_ to ratify payment of the list of claims for the month of April that were pre-audited, approved, and certified by the City Finance Officer and the City Manager. The motion was seconded by Council Member \_\_\_\_\_ and approved by \_\_\_\_\_ of \_\_\_\_\_ members present at the City Council meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**SCOTT C. HARBERTSON, Mayor**

## Report Criteria

Transaction.Journal Code = cd, cda, cdpl

Journal	Payee or Description	Date	Check No	Amount
CDPT	ICMA RETIREMENT TRUST-#801021	04/11/2012	41	1,612.50
CDPT	ICMA RETIREMENT TRUST-107328	04/11/2012	42	2,251.27
CDPT	ICMA RETIREMENT TRUST-301813	04/11/2012	43	2,530.42
CDPT	IRS TAX DEPOSIT	04/11/2012	44	23,948.70
CDPT	UTAH STATE RETIREMENT OFFICE	04/11/2012	45	18,433.43
CDPT	ICMA RETIREMENT TRUST-#801021	04/25/2012	46	1,611.46
CDPT	ICMA RETIREMENT TRUST-107328	04/25/2012	47	8,005.67
CDPT	ICMA RETIREMENT TRUST-301813	04/25/2012	48	2,761.38
CDPT	ICMA RETIREMENT TRUST-705873	04/25/2012	49	50.00
CDPT	IRS TAX DEPOSIT	04/25/2012	50	25,631.07
CDPT	UTAH STATE RETIREMENT OFFICE	04/25/2012	51	20,508.97
CDPT	UTAH STATE TAX COMMISSION	04/25/2012	52	9,023.68
CDPT	CHILD SUPPORT SERVICES/ ORS	04/12/2012	30679	702.37
CDPT	FCF BENEFITS & ADMINISTRATION	04/12/2012	30680	1,074.04
CDPT	AFLAC	04/27/2012	30681	605.13
CDPT	CGLIC- CHICAGO	04/27/2012	30682	41,653.57
CDPT	CHILD SUPPORT SERVICES/ ORS	04/27/2012	30683	702.37
CDPT	FARMINGTON FIREMEN ASSOCIATION	04/27/2012	30684	228.00
CDPT	VOID CK	04/27/2012	30685	.00
CDPT	FRATERNAL ORDER OF POLICE	04/27/2012	30686	455.00
CDPT	HARTFORD LIFE AND ANNUITY	04/27/2012	30687	60.58
CDPT	STANDARD INSURANCE CO.	04/27/2012	30688	4,316.06
CDPT	UTAH LOCAL GOVERNMENTS TRUST	04/27/2012	30689	896.46
CDPT	WASHINGTON NATIONAL INSURANCE	04/27/2012	30690	123.15
CDPT	PEHP	04/30/2012	30691	3,409.32
CD	UTAH LEAGUE OF CITIES & TOWNS - MIDYEAR	04/05/2012	88059	255.00
CD	UTAH DEPT. OF COMMERCE - 1ST QUARTER	04/05/2012	88060	987.68
CD	BENCHLAND WATER DISTRICT - 1ST QUARTER 2	04/05/2012	88061	16,492.00
CD	CENTRAL DAVIS SEWER DIST. - 1 ST. QUARTE	04/05/2012	88062	118,528.00
CD	WHEN TO WORK, INC. - INVOICE #60009774-6	04/05/2012	88063	250.00
CD	DAVIS CO. SHERIFF - PARAMEDIC FEES FOR 7	04/05/2012	88064	8,783.58
CD	VLS - UPGRADE KIT	04/05/2012	88065	65.98
CD	HENRY WALKER HOMES - PERMIT #11-10059, V	04/05/2012	88066	3,000.00
CD	DALTON CONSTRUCTION -	04/05/2012	88067	1,500.00
CD	ROBERT & SUZANNE WILKES - PERMIT #11-100	04/05/2012	88068	1,000.00
CD	GARBETT CONSTRUCTION, INC. - PERMIT #11	04/05/2012	88069	3,000.00
CD	MEDCO SPORTS MEDICINE - SUPPLIES	04/05/2012	88070	493.45
CD	MOUNTAIN STATES CONCESSIONS - SUPPLIES	04/05/2012	88071	597.75
CD	FOWLER BUSINESS SYSTEMS - SUPPLIES	04/05/2012	88072	138.03
CD	CUSTOM EVENTS - INVOICE FOR JULY 5, 2011	04/05/2012	88073	1,275.00
CD	WASATCH VALLEY PIZZA - PIZZA	04/05/2012	88074	112.00
CD	J & L GARDEN CENTER - LANDSCAPING SUPPLI	04/05/2012	88075	447.80
CD	MATT BEDDES - RE-ISSUE OF LOST CHECK	04/05/2012	88076	75.00
CD	PAUL BENEDICT - BASKETBALL OFFICIAL	04/05/2012	88077	50.00
CD	CARLY CABLE - SOCCER REFUND	04/05/2012	88078	30.00
CD	SYLVIA CLARK - WATER INSTRUCTOR CERT. CO	04/05/2012	88079	247.00
CD	WARREN DUKE - TRAINING AND TRAVEL EXPENS	04/05/2012	88080	474.53
CD	LORI FARNSWORTH - COMM. CENTER CLEANING	04/05/2012	88081	500.00
CD	SHERMAN HADLEY - BASKETBALL OFFICIAL	04/05/2012	88082	176.00
CD	SONYA HANSEN - REIMB. FOR CAST SUPPLIES	04/05/2012	88083	126.79
CD	MICHELLE HARDEN - GUITAR CLASS REFUND	04/05/2012	88084	45.00
CD	TYLER HENDRICKSON - SOCCER REFUND	04/05/2012	88085	25.00
CD	JAMES HOFFMAN - RE-ISSUE OF LOST CHECK	04/05/2012	88086	15.95
CD	JIM ITO - QUICKSTART COACHES WORKSHOP	04/05/2012	88087	10.00
CD	SUZANNE JENSEN - RE-ISSUE OF LOST CHECK	04/05/2012	88088	20.00
CD	RENEE W. KRACZAK - REIMB. FOR PLAY SUPPL	04/05/2012	88089	89.34

Journal	Payee or Description	Date	Check No	Amount
CD	KARI LARSON - REIMB. FOR PLAY SUPPLIES	04/05/2012	88090	81.29
CD	BRUCE MCFARLAND - FOOTBALL REFUND	04/05/2012	88091	40.00
CD	BRYCE MOORE - BASKETBALL OFFICIAL	04/05/2012	88092	100.00
CD	DAVID PETERSEN - REIMB. FOR EDUCATION	04/05/2012	88093	38.00
CD	CASE RASMUSSEN - ADVANCED EMT TESTING FE	04/05/2012	88094	20.00
CD	GUIDO SMITH - REIMB. FOR EMS BADGES	04/05/2012	88095	102.99
CD	COLLETTE RENSTROM - SOCCER REFUND	04/05/2012	88096	45.00
CD	NANCY UMEMURA - COMM. CENTER DEPOSIT REF	04/05/2012	88097	25.00
CD	KRISTIN WATERS - GUITAR CLASS REFUND	04/05/2012	88098	90.00
CD	RAY WHITE - TRAINING & TRAVEL EXPENSES	04/05/2012	88099	474.53
CD	DARLENE L. WILLIAMS - REIMB. FOR SUPPLIE	04/05/2012	88100	159.61
CDA	AMERICAN EXPRESS	04/10/2012	88101	4,885.87
CDA	AMERICAN LINEN - STEINER	04/10/2012	88102	61.58
CDA	AMERICOM TECHNOLOGY	04/10/2012	88103	682.50
CDA	BATTERIES PLUS	04/10/2012	88104	143.02
CDA	BENCHLAND WATER DISTRICT	04/10/2012	88105	100.00
CDA	BLACK & MCDONALD	04/10/2012	88106	5,659.91
CDA	BLAND TREE EXPERTS	04/10/2012	88107	27,200.00
CDA	BLUE STAKES OF UTAH	04/10/2012	88108	237.29
CDA	BOUNTIFUL MEMORIAL ART SHOP	04/10/2012	88109	100.00
CDA	BURT BROTHERS TIRE & SERVICE	04/10/2012	88110	153.00
CDA	CEM	04/10/2012	88111	259.00
CDA	CARQUEST AUTO PARTS STORES	04/10/2012	88112	517.82
CDA	CANYON OFFICE PRODUCTS	04/10/2012	88113	652.46
CDA	CENTRAL DAVIS SEWER	04/10/2012	88114	99,807.62
CDA	CHANSHARE, INC.	04/10/2012	88115	66.00
CDA	CINTAS LOCBOX636525	04/10/2012	88116	58.15
CDA	COLONIAL BUILDING SUPPLY, INC.	04/10/2012	88117	105.14
CDA	COMFORT SYSTEMS	04/10/2012	88118	746.19
CDA	CONFAB CARRY CRETE	04/10/2012	88119	40.00
CDA	COSTCO HSBS BUSINESS SOLUTIONS	04/10/2012	88120	122.29
CDA	DICK'S MARKET	04/10/2012	88121	76.70
CDA	DISH NETWORK	04/10/2012	88122	88.88
CDA	DURK'S PLUMBING SUPPLY	04/10/2012	88123	256.99
CDA	FARMINGTON SERVICE	04/10/2012	88124	152.00
CDA	GLOBAL SECURITY	04/10/2012	88125	21.95
CDA	GOODSON SIGNS	04/10/2012	88126	413.70
CDA	HARMON'S	04/10/2012	88127	16.35
CDA	HEPWORTH FLORAL	04/10/2012	88128	83.00
CDA	HOLT CLEANING SUPPLY	04/10/2012	88129	118.13
CDA	IKON OFFICE SOLUTIONS	04/10/2012	88130	605.93
CDA	INFOBYTES, INC.	04/10/2012	88131	226.89
CDA	INTEGRA TELECOM	04/10/2012	88132	2,315.80
CDA	INTERFORM GRAPHICS	04/10/2012	88133	742.24
CDA	INTERMOUNTAIN FARMERS ASSOC.	04/10/2012	88134	2,375.80
CDA	INTERMOUNTAIN TRAFFIC SAFETY	04/10/2012	88135	314.30
CDA	KAYSVILLE CITY	04/10/2012	88136	880.00
CDA	KENDRICK BODY & PAINT	04/10/2012	88137	897.00
CDA	KENT'S REPAIR	04/10/2012	88138	924.70
CDA	KROGER - SMITH'S CUSTOMER CHGS	04/10/2012	88139	725.98
CDA	KURT'S SHOP	04/10/2012	88140	210.00
CDA	LES SCHWAB TIRE CENTER	04/10/2012	88141	75.50
CDA	LIFEGUARD STORE, INC	04/10/2012	88142	738.61
CDA	MAIN STREET LUBE & OIL	04/10/2012	88143	40.70
CDA	MARLO PRODUCTS	04/10/2012	88144	290.75
CDA	MATRIX MEDICAL	04/10/2012	88145	434.80
CDA	METERWORKS	04/10/2012	88146	3,235.60
CDA	MOUNTAIN STATES SUPPLY, INC.	04/10/2012	88147	1,981.74
CDA	NU-TREND ELECTRIC CORPORATION	04/10/2012	88148	153.56

Journal	Payee or Description	Date	Check No	Amount
CDA	OFFICE DEPOT	04/10/2012	88149	184.69
CDA	PACIFIC OFFICE AUTOMATION	04/10/2012	88150	160.00
CDA	PRECISION ELECTRONICS	04/10/2012	88151	97.84
CDA	PRECISION WINDSHIELD REPAIR	04/10/2012	88152	245.00
CDA	PRO KLEANERS	04/10/2012	88153	415.00
CDA	PROFESSIONAL SALES & SERVICE	04/10/2012	88154	657.75
CDA	PURCELL TIRE & RUBBER COMPANY	04/10/2012	88155	1,241.57
CDA	TOM RANDALL DISTRIBUTING	04/10/2012	88156	9,756.39
CDA	RAY'S MUFFLER SERVICE	04/10/2012	88157	1,460.15
CDA	RELIABLE BUSINESS SYSTEMS	04/10/2012	88158	246.04
CDA	Void - Information Only Check	04/10/2012	88159	.00
CDA	ROCKY MOUNTAIN POWER	04/10/2012	88160	16,003.44
CDA	ROBINSON WASTE SERVICES	04/10/2012	88161	38,207.27
CDA	SAFETY-KLEEN CORP.	04/10/2012	88162	218.64
CDA	SAFETY SUPPLY & SIGN CO., INC.	04/10/2012	88163	43.68
CDA	SHRED-IT USA - SALT LAKE CITY	04/10/2012	88164	178.69
CDA	SINGLE SOURCE	04/10/2012	88165	25.74
CDA	SKAGGS COMPANIES, INC.	04/10/2012	88166	99.98
CDA	STAPLES ADVANTAGE	04/10/2012	88167	176.26
CDA	SUNRISE ENGINEERING, INC.	04/10/2012	88168	365.42
CDA	TEC SERV, INC.	04/10/2012	88169	750.00
CDA	ANNETTE TIDWELL	04/10/2012	88170	200.00
CDA	THYSSENKRUPP ELEVATOR	04/10/2012	88171	985.50
CDA	UNITED STATES WELDING, INC.	04/10/2012	88172	34.00
CDA	UTAH BARRICADE COMPANY	04/10/2012	88173	108.50
CDA	UTAH COMMUNICATIONS AGENCY NET	04/10/2012	88174	2,650.50
CDA	UT DEPT OF WORKFORCE SERVICES	04/10/2012	88175	1,888.71
CDA	VALPAK OF NORTHERN UTAH	04/10/2012	88176	345.00
CDA	WASATCH INTEGRATED WASTE	04/10/2012	88177	36,324.25
CDA	WEST	04/10/2012	88178	120.00
CDA	WILLEY FORD	04/10/2012	88179	202.00
CD	VOID CK	04/12/2012	88180	.00
CD	VOID CK	04/12/2012	88181	.00
CD	VOID CK	04/12/2012	88182	.00
CD	VOID CK	04/12/2012	88183	.00
CD	VOID CK	04/12/2012	88184	.00
CD	TAMS-WITMARK MUSIC LIBRARY - HELLO DOLLY	04/12/2012	88185	1,060.00
CD	BRETT A. WINKELMAN - HEALTH REIMBURSEMEN	04/12/2012	88186	250.00
CD	KEITH JOHNSON - TRAINING AND TRAVEL EXPE	04/12/2012	88187	414.00
CD	LEXINGTON HOTEL - CONF. #544218	04/12/2012	88188	312.24
CD	SHANNON HARPER - TRAINING AND TRAVEL EXP	04/12/2012	88189	407.20
CD	HOLLY GADD - TRAVEL AND TRAINING EXPENSE	04/12/2012	88190	356.58
CD	ABBAY INN - HOTEL STAY: H. GADD & D. CAR	04/12/2012	88191	463.32
CD	JANA ADAMS - PLAY REFUND	04/12/2012	88192	75.00
CD	CAROLYN ALLEN - PLAY REFUND	04/12/2012	88193	75.00
CD	KALANI ATKINSON - PLAY REFUND	04/12/2012	88194	150.00
CD	KALANI ATKINSON -	04/12/2012	88195	763.95
CD	KENT BANGERTER - COMM. CENTER DEPOSIT RE	04/12/2012	88196	75.00
CD	STAN BEUS - PLAY REFUND	04/12/2012	88197	75.00
CD	KIM BLACK - PLAY REFUND	04/12/2012	88198	35.00
CD	MELISSA BOWE - PLAY REFUND	04/12/2012	88199	75.00
CD	JEAN BRADLEY - PLAY REFUND	04/12/2012	88200	50.00
CD	KARI BRITTON - COMM. CENTER DEPOSIT REFU	04/12/2012	88201	295.00
CD	DEANN CARLILE - TRAVEL AND TRAINING EXPE	04/12/2012	88202	48.00
CD	CLARK CALDWELL - PLAY REFUND	04/12/2012	88203	50.00
CD	NICHOLE CALL - PLAY REFUND	04/12/2012	88204	75.00
CD	HEATHER CHRISTENSEN - PLAY REFUND	04/12/2012	88205	75.00
CD	CELESTE COOPER - PLAY REFUND	04/12/2012	88206	75.00
CD	SADIE DAY - REIMB. FOR PLAY SUPPLIES	04/12/2012	88207	74.61

Journal	Payee or Description	Date	Check No	Amount
CD	ANDRA EATON - PLAY REFUND	04/12/2012	88208	75.00
CD	AMY EVANS - PLAY REFUND	04/12/2012	88209	75.00
CD	SUSAN FACER - PLAY REFUND	04/12/2012	88210	75.00
CD	FARMINGTON MEADOWS HOA - COMM. CENTER DE	04/12/2012	88211	75.00
CD	LORI FARNSWORTH - PLAY REFUND	04/12/2012	88212	75.00
CD	LONNIE FAUSETT - COMM. CENTER DEPOSIT RE	04/12/2012	88213	300.00
CD	MAREN FOLSOM - PLAY REFUND	04/13/2012	88214	75.00
CD	STEFANIE GALLAGHER - REIMB. FOR MISS FAR	04/13/2012	88215	113.47
CD	ANDREW GEMPERLINE - PLAY REFUND	04/13/2012	88216	75.00
CD	MATT GIBBONS - PLAY REFUND	04/13/2012	88217	75.00
CD	SONYA HANSEN - PLAY REFUND	04/13/2012	88218	75.00
CD	MICHELLE HARDEN - PLAY REFUND	04/13/2012	88219	75.00
CD	ELIZABETH HOWICK - PLAY REFUND	04/13/2012	88220	75.00
CD	BONNI HOBBS - PLAY REFUND	04/13/2012	88221	75.00
CD	SUSAN JACOBSON - POLICE DEPT. CLEANING	04/13/2012	88222	550.00
CD	MEGAN JENSEN - PLAY REFUND	04/13/2012	88223	75.00
CD	HEIDI JOHNSON - PLAY REFUND	04/13/2012	88224	75.00
CD	JOHN KRACZEK - PLAY REFUND	04/13/2012	88225	75.00
CD	KARI LARSON - PLAY REFUND	04/13/2012	88226	75.00
CD	BARBARA LENTZ - PLAY REFUND	04/13/2012	88227	75.00
CD	ERIC LUKE - PLAY REFUND	04/13/2012	88228	75.00
CD	KRISTIE MARSHALL - PLAY REFUND	04/13/2012	88229	75.00
CD	MEGYN MCROBERTS - PLAY REFUND	04/13/2012	88230	75.00
CD	NEIL MILLER - REIMB. FOR TENNIS TEES	04/13/2012	88231	183.00
CD	KELSEY MILLIGAN - REIMB. FOR COSTUMES	04/13/2012	88232	27.18
CD	CAROL MORRIS - PLAY REFUND	04/13/2012	88233	75.00
CD	ERIK OLSON - PLAY REFUND	04/13/2012	88234	75.00
CD	DELAIN ORTH - PLAY REFUND	04/13/2012	88235	75.00
CD	KATIE PLOTT - REIMB. FOR COSTUMES	04/13/2012	88236	21.28
CD	SHANNA POULSON - PLAY REFUND	04/13/2012	88237	50.00
CD	SCOTT RICHARDSON - REIMB. FOR TRAINING E	04/13/2012	88238	207.83
CD	SUSIE RILEY - PLAY REFUND	04/13/2012	88239	75.00
CD	DEBBIE RUST - PLAY REFUND	04/13/2012	88240	75.00
CD	MICHELLE SCHARF - COMM. CENTER DEPOSIT R	04/13/2012	88241	150.00
CD	TIFFANY SCHRADER - PLAY REFUND	04/13/2012	88242	75.00
CD	ELIZABETH STRATFORD - MISS FARMINGTON RE	04/13/2012	88243	110.00
CD	DAN SUNDAHL - PLAY REFUND	04/13/2012	88244	75.00
CD	CHRIS TAYLOR - PLAY REFUND	04/13/2012	88245	75.00
CD	NICOLE THOMAS - PLAY REFUND	04/13/2012	88246	75.00
CD	KELLI TINGEY - SOCCER REFUND	04/13/2012	88247	30.00
CD	MARILYN TRANSUE - COMM. CENTER DEPOSIT R	04/13/2012	88248	300.00
CD	UAW-LETC - SERVICE	04/13/2012	88249	600.00
CD	CHRISTINE WESEMANN - PLAY REFUND	04/13/2012	88250	75.00
CD	ELISA WHITE - PLAY REFUND	04/13/2012	88251	75.00
CD	STEPHANIE WILCOX - PLAY REFUND	04/13/2012	88252	50.00
CD	WESTON WINEGAR - PLAY REFUND	04/13/2012	88253	75.00
CD	SCOTT WOOD - PLAY REFUND	04/13/2012	88254	50.00
CD	BJ PLUMBING SUPPLY - LANDSCAPE MATTING	04/13/2012	88255	494.76
CD	CARSON PLUMBING & MECHANICAL - DEPOSIT R	04/13/2012	88256	150.00
CD	CHILDRENS MIRACLE NETWORK - BENEFIT FROM	04/13/2012	88257	983.72
CD	GENERAL THEATRICAL SUPPLY - SUPPLIES	04/13/2012	88258	221.00
CD	PCS - PARTS AND SERVICE	04/13/2012	88259	34.18
CD	RHINO LININGS OF SO. DAVIS - SERVICE	04/13/2012	88260	473.00
CD	CHALLENGER TEAMWEAR - SUPPLIES	04/13/2012	88261	523.10
CD	ZIONS BANK - TRUST #2745989	04/13/2012	88262	11,688.67
CD	ZIONS BANK - ACCT. 001-00539-2237482-901	04/13/2012	88263	18,032.78
CD	ARAS 360 TECHNOLOGIES - CLASS FEE/BRAND	04/13/2012	88264	695.00
CD	INSIGHT WINDOW CLEANING - CLEANING	04/13/2012	88265	150.00
CD	BUCHANAN ACCESS SYSTEMS - PARTS AND LABO	04/13/2012	88266	138.50

Journal	Payee or Description	Date	Check No	Amount
CD	HENRIKSEN BUTLER - PROFESSIONAL SERVICES	04/13/2012	88267	2,764.49
CD	WELLS FARGO BANK -	04/13/2012	88268	600.00
CD	PETER CANNON - COMM. CENTER DEPOSIT REFU	04/19/2012	88269	150.00
CD	GEORGE CHIPMAN -	04/19/2012	88270	74.87
CD	NEIL MILLER - MISS UTAH TICKETS	04/19/2012	88271	1,029.00
CD	DAVE MILLHEIM - TRAVEL AND TRAINING EXPE	04/19/2012	88272	770.58
CD	JENNY PETERSON - SOCCER REFUND	04/19/2012	88273	35.00
CD	ALYSA REVELL - REIMB. FOR SUPPLIES/HISTO	04/19/2012	88274	394.97
CD	BROOKE SCHOUTEN - SOCCER REFUND	04/19/2012	88275	10.00
CD	SHELLY SOFFE - COMM. CENTER DEPOSIT REFU	04/19/2012	88276	75.00
CD	H. JAMES TALBOT - REIMB. FOR CITY COUNCI	04/19/2012	88277	92.74
CD	DENISE TINER - COMM. CENTER DEPOSIT REFU	04/19/2012	88278	300.00
CD	CINTAS CORP. - UNIFORM CLEANING	04/19/2012	88279	185.97
CD	ROSENBAUER MINNESOTA, LLC - VEHICLE	04/19/2012	88280	112,389.00
CD	UTAH STATE TAX COMMISSION -	04/19/2012	88281	558.17
CD	LAKE WELDING SERVICES - SERVICE FOR TRAI	04/19/2012	88282	60.00
CD	KIMBALL ENGINEERING - PLAN REVIEW	04/19/2012	88283	5,381.68
CD	GREEN SOURCE LLC - CHEMICAL ANALYSIS	04/19/2012	88284	60.00
CD	GENERAL COMMUNICATIONS, INC. - EQUIPMENT	04/19/2012	88285	962.02
CD	TRIPLE CROWN SHIRTS - SUPPLIES	04/19/2012	88286	652.00
CD	M.C. GREEN & SONS, INC. -	04/19/2012	88287	1,500.00
CD	GARBETT CONSTRUCTION -	04/19/2012	88288	1,500.00
CD	DESTINATION HOMES -	04/19/2012	88289	1,500.00
CD	ALDER CONSTRUCTION CO. - PERMIT #11-9983	04/19/2012	88290	1,000.00
CD	MASTER INSPECTION - INSPECTION SERVICES	04/19/2012	88291	675.00
CD	MCL ELECTRIC, INC. - SERVICE	04/19/2012	88292	931.43
CD	PCS - BALANCED OWED	04/19/2012	88293	494.82
CD	NEIL MILLER - MISS FARM. & COURT TIARAS	04/19/2012	88294	197.65
CD	NELSEN MICHAELSON - LODGING EXPENSE FUR	04/24/2012	88295	167.26
CD	JIM YOUNG - LODGING EXPENSE FOR ULCT CON	04/24/2012	88296	167.26
CD	TECH CONNECT - SERVICE	04/24/2012	88297	1,059.00
CD	ROB BRENCHLEY - COMM. CENTER DEPOSIT REF	04/24/2012	88298	145.00
CD	LISA GARDNER - COMM. CENTER DEPOSIT REFU	04/24/2012	88299	300.00
CD	BARBARA GUSTAVESON - ART ATTACK CLASS	04/24/2012	88300	720.00
CD	BRADFORD HAMMOND - SOCCER REFUND	04/24/2012	88301	30.00
CD	ANDREA HAUGHEY - SOCCER REFUND	04/24/2012	88302	25.00
CD	TRACY MCCOY - SUPPLIES FOR TRAILS	04/24/2012	88303	25.21
CD	STEPHANIE PHILLIPS - COMM. CENTER DEPOSI	04/24/2012	88304	290.00
CD	SALLY PLOTT - PLAY REFUND	04/24/2012	88305	75.00
CD	HOLLY PROCTOR - COMM. CENTER DEPOSIT REF	04/24/2012	88306	75.00
CD	ERICA SMITH - COMM. CENTER DEPOSIT REFUN	04/24/2012	88307	75.00
CD	JESSICA TIDWELL - SOCCER REFUND	04/24/2012	88308	10.00
CD	CHILDRENS MIRACLE NETWORK HOSP - FUNDRAI	04/24/2012	88309	579.00
CD	POSTMASTER - 2 ROLLS OF STAMPS	04/24/2012	88310	90.00
CD	HENRIKSEN BUTLER - OFFICE SUPPLIES	04/24/2012	88311	84.19
CD	SUSAN JACOBSON - TRAVEL EXPENSES	04/24/2012	88312	412.50
CD	LEXINGTON HOTEL - 4 NIGHTS LODGING/BC/IT	04/24/2012	88313	334.52
CD	MKB MECHANICAL, INC. - ANNUAL MAINTENANC	04/24/2012	88314	865.00
CD	MOUNTAIN STATES CONCESSIONS - SUPPLIES	04/24/2012	88315	167.96
CD	NEIL MILLER - REIMB. FOR MUSICE TRACK	04/24/2012	88316	44.90
CD	RJT EXCAVATING INC. - DRAINAGE SYSTEM	04/24/2012	88317	2,297.67
CD	MASTER INSPECTIONS - INSPECTION SERVICES	04/24/2012	88318	652.50
CD	SUPERIOR SIGNAL COMPANY - PARTS/SUPPLIES	04/24/2012	88319	188.22
CD	ZIONS BANK - TRUST #2745995	04/24/2012	88320	1,622,211.87
CDA	AAA FIRE & SAFETY & ALARM, INC	04/24/2012	88321	212.00
CDA	ACADEMY SPORTS	04/24/2012	88322	105.00
CDA	AMERICAN LINEN - STEINER	04/24/2012	88323	61.58
CDA	BLACK & MCDONALD	04/24/2012	88324	36,761.60
CDA	MIKE BLACKHAM	04/24/2012	88325	600.00

Journal	Payee or Description	Date	Check No	Amount
CDA	BLUE PEBBLE PRESS	04/24/2012	88326	1,000.00
CDA	BLOMQUIST HALE CONSULTING	04/24/2012	88327	150.00
CDA	BRADY INDUSTRIES, LLC	04/24/2012	88328	1,249.20
CDA	BRODY CHEMICAL	04/24/2012	88329	197.49
CDA	BURT BROTHERS TIRE & SERVICE	04/24/2012	88330	559.60
CDA	ROSS CAMPBELL	04/24/2012	88331	3,143.00
CDA	CRS CONSULTING ENGINEERS II	04/24/2012	88332	29,194.76
CDA	CANYON OFFICE PRODUCTS	04/24/2012	88333	259.28
CDA	CARR PRINTING COMPANY	04/24/2012	88334	76.00
CDA	CENTERVILLE CITY	04/24/2012	88335	85.39
CDA	SHELLIE CHRISTENSEN	04/24/2012	88336	1,752.00
CDA	CLIPPER PUBLISHING COMPANY	04/24/2012	88337	183.38
CDA	DAVIS COUNTY CORPORATION	04/24/2012	88338	3,502.34
CDA	DURK'S PLUMBING SUPPLY	04/24/2012	88339	156.49
CDA	ELECTRICAL WHOLESALE SUPPLY	04/24/2012	88340	183.90
CDA	F A.R.M. Police Supply	04/24/2012	88341	340.00
CDA	FIRETROL PROTECTIONS SYSTEMS	04/24/2012	88342	170.70
CDA	GRAYBAR ELECTRIC CO., INC.	04/24/2012	88343	44.73
CDA	HARMON'S	04/24/2012	88344	32.95
CDA	HOLT CLEANING SUPPLY	04/24/2012	88345	210.52
CDA	HOME DEPOT	04/24/2012	88346	500.14
CDA	J & J PRODUCE	04/24/2012	88347	3,145.64
CDA	KAYSVILLE CITY	04/24/2012	88348	720.00
CDA	LAKEVIEW HOSPITAL	04/24/2012	88349	295.00
CDA	LAKE WELDING	04/24/2012	88350	60.00
CDA	LEXIS PUBLISHING	04/24/2012	88351	6.10
CDA	MAIN STREET SERVICE & SALES	04/24/2012	88352	40.70
CDA	MARLO PRODUCTS	04/24/2012	88353	199.90
CDA	MAZURAN & HAYES, PC	04/24/2012	88354	9,372.00
CDA	MEDIA ONE OF UTAH	04/24/2012	88355	519.01
CDA	LARRY H. MILLER CHRYSLER JEEP	04/24/2012	88356	1,007.00
CDA	MOENCH PRINTING	04/24/2012	88357	2,321.00
CDA	OGE NORTH AMERICA	04/24/2012	88358	414.90
CDA	OFFICE DEPOT	04/24/2012	88359	433.75
CDA	PJ CHEESE, INC.	04/24/2012	88360	58.30
CDA	PRECISION WINDSHIELD REPAIR	04/24/2012	88361	225.00
CDA	PRIME SYSTEMS	04/24/2012	88362	538.00
CDA	LEEANN LAWSON	04/24/2012	88363	830.00
CDA	QUESTAR GAS	04/24/2012	88364	2,762.28
CDA	RAY'S MUFFLER SERVICE	04/24/2012	88365	123.00
CDA	ROCKY MOUNTAIN POWER	04/24/2012	88366	7,704.39
CDA	SKAGGS COMPANIES, INC.	04/24/2012	88367	99.98
CDA	SPACE MANAGEMENT SPECIALIST	04/24/2012	88368	341.71
CDA	STAPLES ADVANTAGE	04/24/2012	88369	158.32
CDA	SUNRISE ENGINEERING, INC.	04/24/2012	88370	5,236.55
CDA	U.R.M.M.A.	04/24/2012	88371	1,338.10
CDA	UTAH/YAMAS CONTROLS, INC	04/24/2012	88372	854.84
CDA	VALPAK OF NORTHERN UTAH	04/24/2012	88373	345.00
CDA	WCEC	04/24/2012	88374	1,544.98
CDA	WASATCH VALLEY PIZZA	04/24/2012	88375	112.00
CDA	WASATCH STEEL	04/24/2012	88376	1,124.82
CDA	WORKERS COMPENSATION FUND	04/24/2012	88377	3,420.25
CDA	YOUR VALET CLEANERS	04/24/2012	88378	365.97
CD	DAVID PETERSEN - MEALS- SPING CONFERENCE	04/25/2012	88379	56.00



# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: May 8, 2012

SUBJECT: **WARRANTY DEEDS and ACCEPTANCE OF STORM DRAIN EASEMENTS WITHIN THE RITZ SUBDIVISION LOCATED AT 903 WEST 500 SOUTH**

### RECOMMENDATIONS

By minute motion, 1) authorize the Mayor to execute the attached warranty deed between Cory Ritz and Farmington City, 2) approve as to form the warranty deed between Mryna Ritz and Cory and Heidi Ritz and 3) authorize the acceptance of a new storm drainage easements as attached.

### BACKGROUND

A few years ago, the City Council approved and obtained a long rectangular parcel from Cory Ritz in anticipation of a trail and future storm drain modifications along the DRNWG rail ROW abutting Mr. Ritz's property. Subsequent to obtaining this parcel two significant facts changed which made the need for this parcel problematic. The first was the DRNWG rail trail was completed by UTA thus making the need for the trail in a parallel location not necessary. Second, the proposed storm drain portion under the trail since it was planned to be used for dual purposes could not be completed since it would require the relocation (at significant cost) of the Chevron pumping station immediately to the north.

By the Council's approval of the above recommendations, the City is 1) effectively undoing the original purchase of parcel #1567376 by warranty deed back to Mr. Ritz since it can no longer be used for its intended purpose, and 2) in exchange for the compensation Mr. Ritz received earlier for the said warranty piece now being returned to him, he will grant to the City easements identified as 1576353, 1576354, 1576355,

1576356, and 1576357 on the attached exhibit which are the various storm drain easements the City needs through Mr. Ritz's property.

By way of additional information, the City has had storm drainage problems in the area due to the flat topography. After all these easements are recorded, staff will be working with abutting property owners to the South to make sure that open ditches and drainage channels are maintained at a proper level to allow for drainage flows.

Respectfully Submitted

A handwritten signature in cursive script that reads "Dave Millheim". The signature is written in black ink and includes a small flourish at the end.

Dave Millheim  
City Manager

WHEN RECORDED, MAIL TO  
Farmington City  
Attn: City Manager  
130 North Main Street  
P O Box 160  
Farmington, UT 84025

## Warranty Deed

Tax ID No. 08-196-0004

FARMINGTON CITY, a Utah municipal corporation, Grantor, hereby CONVEY AND WARRANT to the CORY R. RITZ AND HEIDI L. RITZ, HUSBAND AND WIFE AS JOINT TENANTS, Grantees, for the sum of ten dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

Beginning at a point on the westerly line of the D&RGW Railroad Right-Of-Way, said point being 1423.37 feet N.89°55'05"E. along the section line and 381.84 feet south from the Northwest corner of Section 25, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah; and running thence southerly 321.44 feet along the arc of a 2750.825 foot radius curve to the right (long chord bears S.24°41'26"W. 321.26 feet) through a central angle of 6°41'42"; thence N.89°55'05"W. 21.50 feet to a point on a 2730.825 foot radius curve to the left; thence northerly along the arc of said curve 315.39 feet (long chord bears N.24°48'59"W. 315.22 feet) through a central angle of 6°37'02"; thence N.73°39'03"E. 20.43 feet to the point of beginning.

Contains 6368.36 square feet.





WHEN RECORDED, MAIL TO.

## Warranty Deed

MYRNA A. RITZ, AS TRUSTEE OF THE MYRNA A. RITZ LIVING TRUST UNDER AGREEMENT DATED SEPTEMBER 2, 2004, Grantor, hereby CONVEY AND WARRANT to the CORY R. RITZ AND HEIDI L. RITZ, HUSBAND AND WIFE AS JOINT TENANTS, Grantees, for the sum of ten dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

Beginning at a point which is South 89°55'05" East 100.95 feet along the lot line from the Southwest corner of Ritz Subdivision, located in the Northwest Quarter of Section 25, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, Utah and running thence North 00°00'00" East 137.04 feet to a lot corner; thence along the lot line of said lot 2 the following three (3) courses and distances: North 73°39'03" East 15.63 feet, South 24°41'26" East 155.80 feet, North 89°55'05" West 80.08 feet to the point of beginning.

Contains 0.15 acres.

Part of Tax ID No. 08-196-00043

WITNESS, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

\_\_\_\_\_

STATE OF

)

Myrna A. Ritz, Trustee

) ss.

COUNTY OF

)

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, acknowledged to me that she signed the within and foregoing instrument in accordance with the authority as Trustee given under the instrument creating said Trust, and that as Trustee he executed the same.

\_\_\_\_\_

Notary Public

**WHEN RECORDED MAIL TO:**

Farmington City  
Attn: City Manager  
130 North Main Street  
P.O. Box 160  
Farmington, UT 84025

**EASEMENT**

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CORY R. RITZ AND HEIDI L. RITZ, HUSBAND AND WIFE AS JOINT TENANTS**, hereinafter referred to as "Grantors," hereby grant, convey, sell, and set over unto **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as "Grantee," its successors and assigns, a perpetual right-of-way and easement to lay, construct, maintain, operate, repair, inspect, protect, install, remove and replace storm drainage pipelines, boxes and other structures and related facilities (including such facilities to convey surface storm water), public utilities, and other public improvements, hereinafter all together called "Facilities," for the benefit of the public, over and through the following described parcel of land:

See Exhibit A

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities, and to provide emergency services. During construction periods, Grantee and its contractors may use such portion of the property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the Facilities. The contractor performing the work shall restore all property through which the work traverses to as near its original condition as is reasonably possible. Grantor shall have the right to use the above-described premises except for the purpose for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities or with the discharge and/or conveyance of water or storm water through the Facilities, or any other rights granted to the Grantee hereunder.

Grantor shall not build or construct or permit to be built or constructed any building or other improvement over or across this right-of-way and easement nor change the contour or alter the grade thereof without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.



## Exhibit A

A 20-foot wide storm water utility easement for storm water facilities, being 10 feet wide on each side of the following centerline:

Being part of the Northwest Quarter of Section 25, Township 3 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the point of beginning of an existing storm water utility easement recorded in the Davis County Recorder's Office as Entry No. 1576354, in Book 2617, Page 1025, which is 1449.67 feet North 89°55'05" East along the section line and 477.45 feet SOUTH from the northwest corner of said Section 25; and running thence North 62°08'03" East 20.00 feet to a point on the westerly line of the D&RGW Railroad right-of-way line, being the point of terminus.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: David E. Petersen, Community Development Director  
Date: May 25, 2012  
SUBJECT: **FIREWORKS ORDINANCE REVISIONS**

### RECOMMENDATION

Approve the enclosed ordinances amending Title 7, Chapter 6, Section 6-04-060, and Section 7-5-124.5 of the Farmington City Code.

### BACKGROUND

During the State's last legislative session lawmakers approved HB 33 amending Title 53 of the State Code dealing with fireworks. City ordinances regarding the same must be consistent with the new law. The following narrative from staff and the City attorney introduces proposed changes to the City's fireworks laws for your consideration. Moreover, these amendments also include housekeeping items (some major and some minor) and the City's new fire restriction line approved in concept at your last meeting.

#### Title 7, Chapter 6

Attached is an ordinance amending and recodifying Title 7, Chapter 6, of the Farmington City Code. This Chapter is a complete re-write of the existing Title 7, Chapter 6, so no redline version is provided. However, a copy of the existing Title 7, Chapter 6 is also included so that you can see the differences. All business licensing provisions regarding fireworks outlets have been removed from this Chapter because they are already provided (practically verbatim) in Title 6, Chapter 4.

#### Section 6-04-060

This ordinance also proposes a complete re-write of Section 6-04-060 regarding fireworks permits. You will note that there is still the retail seller permit (for the sale of fireworks from a temporary tent stand or indoor sales in existing businesses). An operator permit has been added. Section 11-3-3.5 of the Utah Code requires local jurisdictions to license any person desiring to discharge any display fireworks, special effects, and flame effect performances (as

defined in State law) within the City. This permit is not intended to cover people shooting off class C common fireworks in the City. These are for very large displays, like an aerial fireworks display put on in the park. Any person desiring to discharge these kinds of display fireworks, special effects, and flame effect performances, are also required to obtain a State license from the State Fire Marshal. You may also note that Lisa took out all the specific regulations for seller permits, like aisle distances, packaging, storage, etc. These regulations are all covered in the Fire Prevention Rules as set forth in Utah Administrative Rule R710-2. All permittees will have to comply with these rules and the City should inspect and ensure that permittees can and will comply with such rules as part of the permitting process.

Section 7-5-124.5

Also attached is an ordinance amending the provisions of Section 7-5-124.5 of the Farmington City Code regarding the seasonal ban on outdoor fires. This amendment revises the locational restrictions as described in Subsection B. The description matches the map considered by the City Council on May 15<sup>th</sup> (this map is also enclosed). You will also note that Lisa Romney removed the reference to “fireworks” restrictions in Subsection A. Locational restrictions for fireworks are proposed to be provided in Section 7-06-090 entitled “Prohibited Discharge of Fireworks.” It just makes more sense to keep all the fireworks restrictions in one place.

State Power Point Presentation

The Utah State Fire Marshal’s office provided a power point presentation as part of its training program regarding fireworks. This presentation provides user-friendly illustrations, which help non-firework people better understand State regulations.

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

ORDINANCE NO. 2012 \_\_\_\_\_

**AN ORDINANCE AMENDING AND RECODIFYING TITLE 7,  
CHAPTER 6, OF THE FARMINGTON MUNICIPAL CODE REGARDING  
FIREWORKS; AND AMENDING SECTION 6-04-060 OF THE SAME  
REGARDING FIREWORKS RETAIL SELLER AND OPERATOR  
PERMITS**

**WHEREAS**, there have been a number of State statutory changes relating to the discharge and permitting of fireworks; and

**WHEREAS**, in light of such State statutory changes and other recommended updates, Staff has evaluated, reviewed and prepared suggested revisions, renumbering and updates to Title 6 of the Farmington Municipal Code regarding the licensing of fireworks retail sellers and operators and Title 7 regarding the regulation of fireworks in general and recommends adoption of the revisions as more particularly set forth herein; and

**WHEREAS**, the City Council has reviewed the recommended changes to Title 6 and Title 7 of the Farmington Municipal Code regarding fireworks regulations and desires to adopt the recommended revisions, renumbering and updates as more particularly set forth herein to comply with the requirements of State law; and

**WHEREAS**, the City Council finds that the proposed revisions, renumbering and updates to Title 6 and Title 7 regarding fireworks regulations are in the best interest of the public to ensure that the City's ordinances are up to date and in compliance with applicable provisions of State law.

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

**Section 1.     Amendment and Recodification.** Title 7, Chapter 6 of the Farmington City Municipal Code regarding Fireworks is hereby amended, renumbered and recodified to read in its entirety as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

**Section 2.     Amendment.** Section 6-04-060 of the Farmington City Municipal Code regarding Retail Fireworks is hereby amended to read in its entirety as set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference.

**Section 3.     Repealer.** The amendment, renumbering and recodification of various provisions of Title 6 and Title 7 of the Farmington Municipal Code shall be a repeal of all ordinances in conflict with the adopted and codified Ordinances, provided however, all ordinances in force prior to the adoption and codification shall continue in force after the

adoption and codification for the purpose of all rights acquired, fines, penalties, forfeitures and liabilities incurred and actions therefor.

**Section 4. Severability Clause.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses and words of this Ordinance shall be severable. This Section shall become effective without codification.

**Section 5. Effective Date.** This Ordinance shall become effective upon publication or posting, or twenty (20) days after adoption, whichever occurs first.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON, STATE OF UTAH, ON THIS \_\_\_\_\_ DAY OF JUNE, 2012.**

**FARMINGTON CITY**

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

**ATTEST:**

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

Voting by the City Council:

	“AYE”	“NAY”
Councilmember Bilton	_____	_____
Councilmember Michaelson	_____	_____
Councilmember Ritz	_____	_____
Councilmember Talbot	_____	_____
Councilmember Young	_____	_____

**EXHIBIT "A"**  
**TITLE 7, CHAPTER 6**  
**FIREWORKS**

# PROPOSED

## CHAPTER 7-06: FIREWORKS

- 7-06-010. Authority.
- 7-06-020. Compliance.
- 7-06-030. Definitions.
- 7-06-040. Fireworks Retail Seller Permit.
- 7-06-050. Fireworks Operator Permit.
- 7-06-060. Enforcement.
- 7-06-070. Seizure.
- 7-06-080. Prohibited Sales of Fireworks.
- 7-06-090. Prohibited Discharge of Fireworks.
- 7-06-100. Conflicts.
- 7-06-110. Exemptions.
- 7-06-120. Penalties.

### 7-06-010. Authority.

The City is authorized to regulate the sale, discharge, storage and display of class C common state-approved fireworks within the City pursuant to and in accordance with the provisions of *Utah Code Ann.* § 10-8-47, as amended, *Utah Code Ann.* § 10-8-56, as amended, the County and Municipal Fireworks Act, as set forth in *Utah Code Ann.* §§ 11-3-1, et seq., as amended, and the Utah Fireworks Act, as set forth in *Utah Code Ann.* §§ 53-7-220, et seq., as amended.

### 7-06-020. Compliance.

Any sale, discharge, storage or display of fireworks within the City shall comply with the provisions of this Chapter, the County and Municipal Fireworks Act, the Utah Fireworks Act, and any rules and regulations adopted pursuant thereto, including, but not limited to Utah Admin. Rules R710-2, as amended.

### 7-06-030. Definitions.

The definitions set forth in *Utah Code Ann.* § 53-7-202, as amended, shall apply to such words used in this Chapter.

### 7-06-040. Fireworks Retail Seller Permit.

Any person desiring to sell class C common state-approved fireworks as a retail seller within the City shall be required to obtain a Fireworks Retail Seller Permit from the City in accordance with permitting procedures set forth in Title 6. It shall be unlawful for any person to sell fireworks within the City without obtaining a Fireworks Retail Seller Permit from the City. No Fireworks Retail Seller Permit shall be issued for the sale of any fireworks from a residence.

### 7-06-050. Fireworks Operator Permit.

Any person desiring to discharge any display fireworks, special effects, and flame effects performances within the City shall be required to obtain a Fireworks Operator Permit from the City in accordance with the permitting procedures set forth in Title 6. Any person applying for a Fireworks Operator Permit from the City must provide evidence that the display operator, special effects operator, or flame effects operator who will set up and discharge the display has received a license from the State Fire Marshal Division, Department of Public Safety, in accordance with *Utah Code Ann.* § 53-7-223, as amended. It shall be unlawful for any person to discharge any display fireworks, special effects, or flame effects within the City without obtaining a Fireworks Operator Permit from the City.

**7-06-060. Enforcement.**

Enforcement officials of the City Police Department, the City Fire Department, and the State Fire Marshal Division of the Department of Public Safety, shall enforce the provisions of this Chapter and applicable provisions of the Utah Fireworks Act. The Business License Official is authorized to administer and enforce the permitting requirements of this Chapter in accordance with applicable business licensing regulations set forth Title 6.

**7-06-070. Seizure.**

Any officials charged with enforcing this Chapter and the Utah Fireworks Act may, as part of any enforcement action, seize display fireworks, fireworks, and unclassified fireworks that are offered for sale, sold, or in the possession of an individual in violation of this Chapter or the Utah Fireworks Act. In addition, such enforcement officials may recommend to the City Business License Official and/or the State Fire Marshal revocation of any fireworks license(s) or permit(s) issued to any person found to have violated the provisions of this Chapter.

**7-06-080. Prohibited Sales of Fireworks.**

(a) It shall be unlawful to sell, possess, use, or explode any fireworks within the City other than allowed by State law and the provisions of this Chapter.

(b) It shall be unlawful for any person to sell fireworks within the City without a Fireworks Retail Seller Permit as provided herein.

(c) It shall be unlawful to sell fireworks of any kind from a residence.

(d) It shall be unlawful to sell fireworks within the City other than during approved selling periods as set forth in *Utah Code Ann.* § 53-7-225, as amended.

**7-06-090. Prohibited Discharge of Fireworks.**

(a) It shall be unlawful for any person to discharge a firework within 150' of any fireworks sales location.

(b) It shall be unlawful for any person to discharge a firework upon or over the property of another.

(c) It shall be unlawful for any person to discharge a firework within 30' of any residence, dwelling or other structure.

(d) It shall be unlawful for any person to discharge a firework from or into any motor vehicle or at or near any person.

(e) It shall be unlawful for any person to discharge any type of homemade firework.

(f) It shall be unlawful to discharge fireworks within the City other than during approved discharge periods as set forth in *Utah Code Ann.* § 53-7-225, as amended.

(g) It shall be unlawful to discharge fireworks within the City east of the following described boundary line:

Starting at the southern boundary line of the City at 200 East, heading north to 830 South, then heading east to 350 East, then north to 500 South and extending across Steed Creek to 200 South and 350 East, then heading north to State Street, then heading west to 100 East, then

heading north to 600 North, then heading west to Compton Road, then heading north on Compton Road to Bayview Drive, then heading east to 175 East, then extending through the end of the cul-de-sac to Canyon View Drive (950 North), then heading east to Oakridge Drive, then heading north to Shannon Drive (1200 North), then heading north to North Compton Road, then heading west on Richards Way (1265 North), then heading north on Alice Lane (265 West), then following the east property line of the Forest Glen Subdivision north to the southern boundary line of the Compton's Pointe Subdivision then following the western boundary line of the Compton's Pointe Subdivision north along the western boundary line of the Shepard Heights Subdivision until reaching North Compton Road at 1800 North and extending north along North Compton Road to the city boundary.

(h) It shall be unlawful for any person to discharge any display fireworks, special effects, or flame effects within the City without obtaining a Fireworks Operator Permit as provided herein.

(i) It shall be unlawful for any person to discharge any fireworks within the City other than as allowed by State law and City Ordinances.

**7-06-100. Conflicts.**

Nothing herein is intended to conflict with the provisions of the County and Municipal Fireworks Act or the Utah Fireworks Act. In the event of actual conflict, the provisions of the County and Municipal Fireworks Act and/or the Utah Fireworks Act shall control.

**7-06-110. Exemptions.**

Subject to the provision of *Utah Code Ann.* § 11-3-10, as amended, this Chapter shall not apply to class A, class B, and class C explosives that are not for use in Utah, but are manufactured, stored, warehoused, or in transit for destinations outside of Utah. This Chapter does not supersede *Utah Code Ann.* § 23-13-7, regarding the use of fireworks and explosives by the Division of Wildlife Resources and federal game agents.

**7-06-120. Penalties.**

Any person who violates the provisions of this Chapter is guilty of a class B misdemeanor, subject to such fines and penalties as provided by law. Each and every day that a violation of this Chapter exists or continues shall constitute a separate offense.

# Existing

## CHAPTER 6

### FIREWORKS

- 7-6-101. UTAH FIREWORKS ACT
- 7-6-102. STATE FIRE PREVENTION BOARD RULES
- 7-6-103. RETAIL FIREWORKS
- 7-6-104. INDOOR SALES RESTRICTIONS.
- 7-6-105. DISCHARGE RESTRICTION.
- 7-6-106. CONFLICTING PROVISIONS.
- 7-6-107. UNIFORM FIRE CODE SUPERSEDED.

7-6-101. UTAH FIREWORKS ACT. The provisions of the Utah Fireworks Act, Chapter 3 of Title 11 of the Utah Code Annotated, 1953, as amended, are hereby adopted by reference as a part hereof.

7-6-102. STATE FIRE PREVENTION BOARD RULES. Rules, regulations, specifications, standards or requirements adopted by the Utah State Fire Protection Board as either permitted or required by the Utah Fireworks Act are hereby included and adopted by reference as part hereof.

#### 7-6-103. RETAIL FIREWORKS.

##### A. Definitions.

1. Building means an enclosed structure with a roof, which is intended for use or is used by human beings.

2. Firework is defined herein as in Utah Code Annotated, 1953, Section 11-3-2(1).

3. Person means an individual, company, partnership, corporation or other business entity or any combination thereof.

4. Retail Fireworks Outlet means any person which sells fireworks to any member or members of the public.

5. Temporary Stand or Stand means any physical structure erected on a temporary basis from which fireworks are sold.

##### B. Sales Without License Prohibited.

1. Owner of Outlet. The owner of a temporary stand and/or any retail fireworks outlet shall be guilty of a Class B misdemeanor if any person sells a firework from the inventory of such stand or outlet when such stand or outlet does not hold a valid license permitting operation of a retail fireworks outlet.

2. Salespersons. Any person selling any firework at retail without a valid license permitting him or her to sell fireworks shall be guilty of a separate Class B misdemeanor.

3. Separate Offenses. For purposes of 1. and 2. above, each act of selling at a particular time and to a particular customer shall constitute a separate offense.

C. Outlet License Requirements. The City's License Official shall issue a license permitting operation of a retail fireworks outlet to any person who fulfills all of the following requirements:

1. Application. The applicant for license shall complete and sign an application in substantially the following form:

APPLICATION TO OPERATE RETAIL FIREWORKS OUTLET

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Who will own the retail fireworks outlet? \_\_\_\_\_

Where will the outlet be located? \_\_\_\_\_

Where will the outlet's inventory be kept? \_\_\_\_\_

Note: Misrepresentation in, or future nonconformity with statements made in this application will be grounds for revocation of any license issued to you. You must therefore keep the information in this application accurate and up-to-date.

\_\_\_\_\_  
Signature of Applicant

2. Temporary Stand Design. The temporary stand shall be of sturdy but temporary construction, having a roof, and enclosing no more than 200 square feet. The greatest non-diagonal dimension of the stand shall not exceed 24 feet. The stand shall

have at least two doors which open outward and which measure at least 3 feet wide by 6 feet 8 inches high. The stand shall also have an interior aisle running the entire length of the stand and from one door to the other, which must be kept free of any obstructions. The temporary stand shall be exempt from the requirements of the Uniform Building Code.

3. Distances. The retail fireworks outlet shall be located at the following minimum distances from the buildings or items named:

a. At least 100 yards from any school building, health care institution, church or other building used primarily for religious worship or ritual, gasoline filling station, or any building or site where flammable liquid is stored or present.

b. 50 feet from any other building.

c. 100 feet from any other retail fireworks outlet stand.

d. 20 feet from any boundary dividing tracts of land owned in fee by different persons, unless the adjacent owner gives written permission to location of the stand nearer to the boundary and an executed original of such permission is furnished to the City.

4. Clearing Combustible Material. The site of the retail fireworks outlet shall be clear of dry grass, weeds, trash, or other combustible matter for 50 feet in any direction from the temporary stand.

5. Smoking. On all sides of the temporary stand, a sign shall be posted with letters 4 inches high reading: "Smoking Prohibited within 50 feet."

6. Fire Fighting Equipment. The retail fireworks outlet shall have, within easy reach inside the stand, fire extinguishers with a combined rating of at least 2A:10-B:C.

7. Display. The fireworks held for sale must be displayed, if at all, only behind a counter or at a place which is not accessible to customers.

8. Packaging. Fireworks shall be stored, handled, displayed, and sold only in closed packages.

9. Storage. No more than 200 pounds gross weight of fireworks shall be stored or held for sale at any time in the temporary stand. No fireworks shall be kept overnight in the stand. Inventory which cannot be kept in the stand must be kept in

a one-hour fire-rated roofed room located at a place where a stand could be located under this Section.

10. Security. The stand shall at all times be locked on the outside with locks which can readily and quickly be opened from the inside.

11. Zoning. The retail fireworks outlet must conform to the applicable provisions of the City Zoning Ordinance, including, but not limited to, the setback and sign requirements.

12. Heating and Light. The stand shall not be illuminated by an open flame or exposed heating elements. Heating and lighting appliances shall be approved by Underwriters' Laboratories or similar authority, and shall be maintained in good condition.

13. Occupation of Stand. No person shall sleep overnight in the stand.

14. Other Merchandise. The retail fireworks outlet shall sell no merchandise other than fireworks.

15. Insurance. The owner or operator of the retail fireworks outlet shall furnish to the City's License Official a satisfactory certificate showing insurance coverage in the following types and minimum amounts, and showing the City as an additional insured:

<u>Type</u>	<u>Amount</u>
a. Comprehensive General Liability: Bodily injury	\$300,000, plus an additional \$200,000 per employee on duty at any time.
b. Property damage	\$200,000 each occurrence
c. Products liability coverage	\$500,000

16. Inspection. The City Fire Marshall shall inspect the retail fireworks outlet prior to issuance of a license but after such outlet has been made ready for operation, and shall examine such outlet for conformity with this Section.

17. Fee. The owner or operator of the retail fireworks outlet shall pay to the City a fee as set forth in the Appendix hereto which shall not be refundable for any reason. This fee must be received by the City before the retail fireworks outlet is inspected by the City for compliance with this Section.

D. Salesperson's License. The City's License Official shall issue a license permitting the licensee to sell fireworks at retail to any person who fulfills all of the following requirements:

1. Employment. The person applying for the license ("Applicant") furnishes to the License Official a written statement signed by the holder of a valid outlet license issued pursuant to Paragraph C of this Chapter, which statement recites that the Applicant is employed by the signer for the purpose of selling fireworks.

2. Age. The Applicant is eighteen years of age or older, as apparent from the Applicant's driver's license or birth certificate.

3. Examination. In a short, written examination, the Applicant demonstrates that he or she knows and understands the requirements of subsections (4), (5), (6), (7), (8), (9), (10), (12), (13), and (14) of Paragraph C above.

4. Re-Issuance of License. Upon full compliance with the applicable requirements, the License Official may reissue a license to a person whose license has been revoked.

E. Transfer Prohibited. A license which has been issued to one person shall not be valid in the hands of another person.

7-6-104. INDOOR SALES RESTRICTIONS. The following requirements shall be specifically applied to any indoor sales locations:

A. In all retail sales locations and permanent structures where fireworks are sold, the area where fireworks are displayed or stored shall be at least fifty (50) feet from any flammable liquid or gas, or from any other highly combustible material. Fireworks shall not be stored, including stock for sale, near any exit doorways, stairways, or in any location that would impede egress; and

B. Fireworks shall be stored, handled, displayed and sold only as units in their original packaging; and

C. Fireworks inside buildings shall be displayed subject to the following restrictions:

1. Display of fireworks is unrestricted up to 250 pounds of fireworks; and

2. From 251 pounds to 500 pounds of fireworks the display must be within constant visual supervision of sales personnel; and

3. Any display of fireworks in excess of 500 pounds must be constantly attended by a salesperson.

**7-6-105. DISCHARGE RESTRICTION.** It is unlawful for any person to:

A. Discharge a firework when in one hundred (100) feet of any fireworks sales location; or

B. Ignite, explode, project or otherwise discharge or use, or permit the ignition, explosion or projection of any firework upon or over or onto the property of another; or

C. Ignite, explode or otherwise make any use of a firework within twenty (20) feet of any residence, dwelling or other structure.

D. It shall be unlawful to ignite, discharge or project any firework from or into any motor vehicle or at or near any person.

E. It shall be unlawful to make, sell or offer to sell or discharge any type of homemade firework.

**7-6-106. CONFLICTING PROVISIONS.**

A. In the event there should at any time develop a conflict between the provisions of this Chapter and the provisions of the Utah Fireworks Act or rules and regulations adopted pursuant thereto, the latter shall control.

B. All City ordinances or provisions thereof which are in conflict with this Chapter are hereby repealed to the extent of such conflict.

**7-6-107. UNIFORM FIRE CODE SUPERSEDED.**

A. This Chapter applies to the sale and use of Class "C" fireworks only and not Class "A" or "B" fireworks or explosives.

B. With respect to Class "C" fireworks only, the provisions of this Chapter which conditionally authorize the sale of certain fireworks shall supersede the Sections of the 1988 Uniform Fire Code and like provisions in any subsequent addition of Uniform Fire Code which purport to prohibit the sale of fireworks contrary to the provisions of this Chapter.

**EXHIBIT "B"**

**SECTION 6-04-060**

**Fireworks Retail Seller and Operator Permits**

**6-04-060. Fireworks Retail Seller and Operator Permits.**

(a) Fireworks Retail Seller Permit. Any person desiring to obtain a Fireworks Retail Seller Permit from the City to sell fireworks within the City shall submit a written application for the same in accordance with the provisions of this Section. All Fireworks Retail Seller Permit applications shall be submitted to the Business License Official and shall include the following:

- (1) The name and address of the applicant;
- (2) The exact location from which the fireworks are to be sold;
- (3) The exact dates and times during which the fireworks will be sold;
- (4) The exact kinds of fireworks that will be offered for sale;
- (5) Proof of ownership of the property and premises to be licensed or written permission from the owner of the property and premises for the construction of the stand or other facility and the sale of fireworks therefrom;
- (6) Certificate of inspection of the property and premises by the Farmington City Fire Department or the State Fire Marshal indicating that the sale of fireworks from the property and premises and any proposed structure or facility will not endanger surrounding and adjacent property or the occupants thereof;
- (7) The applicable permit fee as set forth in Subsection (c);
- (9) Proof of insurance in accordance with the provisions of Subsection (d).

(b) Fireworks Operator Permit. Any person desiring to obtain a Fireworks Operator Permit from the City to discharge display fireworks, special effects, and/or flame effects performances, in accordance with the requirements of *Utah Code Ann.* § 11-3-3.5, as amended, within the City shall submit a written application for the same in accordance with the provisions of this Section. All Fireworks Operator Permit applications shall be submitted to the Business License Official and shall include the following:

- (1) The name and address of the applicant;
- (2) The exact location from which the fireworks are to be discharged;
- (3) The exact dates and times during which the fireworks will be discharged;
- (4) The exact kinds of fireworks that will be discharged;
- (5) Proof of ownership of the property and premises to be licensed or written permission from the owner of the property and premises for the discharge of fireworks therefrom;
- (6) Certificate of inspection of the property and premises by the Farmington City Fire Department or the State Fire Marshal indicating that the discharge of fireworks from the property and premises and any proposed structure or facility will not endanger surrounding and adjacent property or the occupants thereof;
- (7) Proof of State license as required in Section 7-06-050;
- (8) The applicable permit fee as set forth in Subsection (c);
- (9) Proof of insurance in accordance with the provisions of Subsection (d).

(c) Fees. Any person obtaining a Fireworks Retail Seller Permit or Fireworks Operator Permit in accordance with the provisions of this Section shall be required to pay the applicable business license and permit fees as more particularly set forth in the City Fee Schedule.

(d) Insurance. Any person obtaining a Fireworks Retail Seller Permit or Fireworks Operator Permit under the provisions of this Chapter shall be required to obtain and maintain commercial general liability insurance with limits of \$1,000,000/\$2,000,000 for personal and property damage. Such policy shall be endorsed as to indemnify the City, its officers, employees and agents, against any liability or damages arising from the issuance of said permit or by reason of any acts or omissions of the permittee, its agents and employees.

(e) Temporary Land Use Permit. Any person desiring to obtain a Fireworks Retail Seller Permit under the provisions of this Section shall also be required prior to or as a condition of the business license approval to obtain administrative approval and/or temporary land use permit in accordance with the provisions of Section 11-28-120, as amended, of the Farmington Zoning Ordinance.

(f) Fire Prevention Board Rules. All temporary stands, trailers and tents, and/or indoor sales locations for fireworks shall comply with the applicable general, locational, display, packaging, construction materials, storage, security, and other regulations set forth in the administrative rules as adopted by the Utah Fire Prevention Board, as set forth in Utah Administrative Rules R710-2, as amended.

(g) City Fireworks Ordinance. All permittee shall comply with applicable provisions and restrictions of the Farmington City Fireworks Ordinances, as set forth in Title 7, Chapter 6, as amended.

(h) Suspension or Revocation. Any permit issued pursuant to the provisions of this Section may be suspended or revoked by the Business License Official in accordance with the suspension and revocation procedures set forth in Title 6, Chapter 3 regarding regulation and enforcement of business licenses.

(i) Appeals. Any person denied a permit under this Section or whose permit was suspended or revoked by the Business License Official, may appeal such decision to the City Manager in accordance with the appeal and administrative proceedings provisions set forth in Title 6, Chapter 3 regarding regulation and enforcement of business licenses.

FARMINGTON, UTAH

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 7-5-124.5 OF THE FARMINGTON CITY CODE REGARDING THE LOCATIONAL RESTRICTIONS OF THE SEASONAL BAN ON UNAUTHORIZED OUTDOOR FIRES WITHIN THE CITY**

**WHEREAS**, the City is authorized to pass all ordinances, not repugnant to law, necessary for carrying into effect or discharging all powers and duties conferred by law, and as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, and for the protection of property in the City, pursuant to and in accordance with the provisions of *Utah Code Ann.* § 10-8-84, as amended; and

**WHEREAS**, the City Council finds that Farmington City is subject to high winds as well as severe heat without rain for more than a month, and that such conditions may constitute an extreme fire hazard and emergency under certain circumstances; and

**WHEREAS**, the City Council desires to amend provisions of Section 7-5-124.5 regarding seasonal ban on unauthorized outdoor fires as more particularly set forth herein in order to protect the public health and safety and to prevent fires within the City; and

**WHEREAS**, the City Council has determined that the amendments to Section 7-5-124.5 are in the best interests of the health, safety and welfare of its residents and are necessary to take all steps possible to prevent a fire from starting within the City by means of a reasonable regulation of outdoor fires within the City.

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

**Section 1. Amendment.** Section 7-5-124.5 of the Farmington City Code regarding seasonal ban on unauthorized outdoor fires is hereby amended to read in its entirety as follows:

**7-5-124.5 SEASONAL BAN**

7-5-124.5 Seasonal Ban

A. From June 1<sup>st</sup> until October 15<sup>th</sup>, unauthorized outdoor fires are strictly prohibited within the designated area set forth in Subsection "B"

Deleted: the discharge of all fireworks and

B. The prohibition set forth in subsection "A" applies to the geographic area situated east of a line of demarcation described as follows:

Starting at the southern boundary line of the City at 200 East, heading north to 830 South, then heading east to 350 East, then north to 500 South and extending across Steed Creek to 200 South and 350 East, then heading north to State Street, then heading west to 100 East, then heading north to 600 North, then heading west to Compton Road, then heading north on Compton Road to Bayview Drive, then heading east to 175 West, then extending through the end of the cul-de-sac to Canyon View Drive (950 North), then heading east to Oakridge Drive, then heading north to Shannon Drive (1200 North), then heading north on North Compton Road, then heading west on Richards Way (1265 North), then heading north on Alice Lane (265 West) to the south boundary of the Forest Glen Subdivision, then east and then following the east boundary line of the Forest Glen Subdivision north to the southern boundary line of the Compton's Pointe Subdivision then following the western boundary line of the Compton's Pointe Subdivision north along the western boundary line of the Shepard Heights Subdivision until reaching 1400 North and extending north to North Compton Road, then north on North Compton Road to the city boundary.

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C. Authorized outdoor fires exempt from the prohibition set forth in subsection "A" are:

1. Outdoor barbecue units;
2. Recreational fires in residential fire pits where any combustible material is located at least thirty (30) feet from the edge of the fire pit only after receiving proper authorization from the Farmington City Fire Department; and
3. Burns conducted by farm and horticultural operations provided that such burns are contained and monitored at all times and are commenced only after receiving proper authorization from the Farmington City Fire Department.
  - a. For purposes of this section, a farm or horticultural operation is defined as:
    - (i) Fruit orchards of 25 or more fruit trees on a continuous two-acre parcel of property; or
    - (ii) Agricultural activities of two (2) or more cultivated acres on single, or contiguous parcels of property.

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

**Section 3. Effective Date.** This Ordinance shall become effective immediately upon publication or posting.

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**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS \_\_\_ DAY OF JUNE, 2012.**

**FARMINGTON CITY**

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

**ATTEST:**

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

Voting by the City Council:

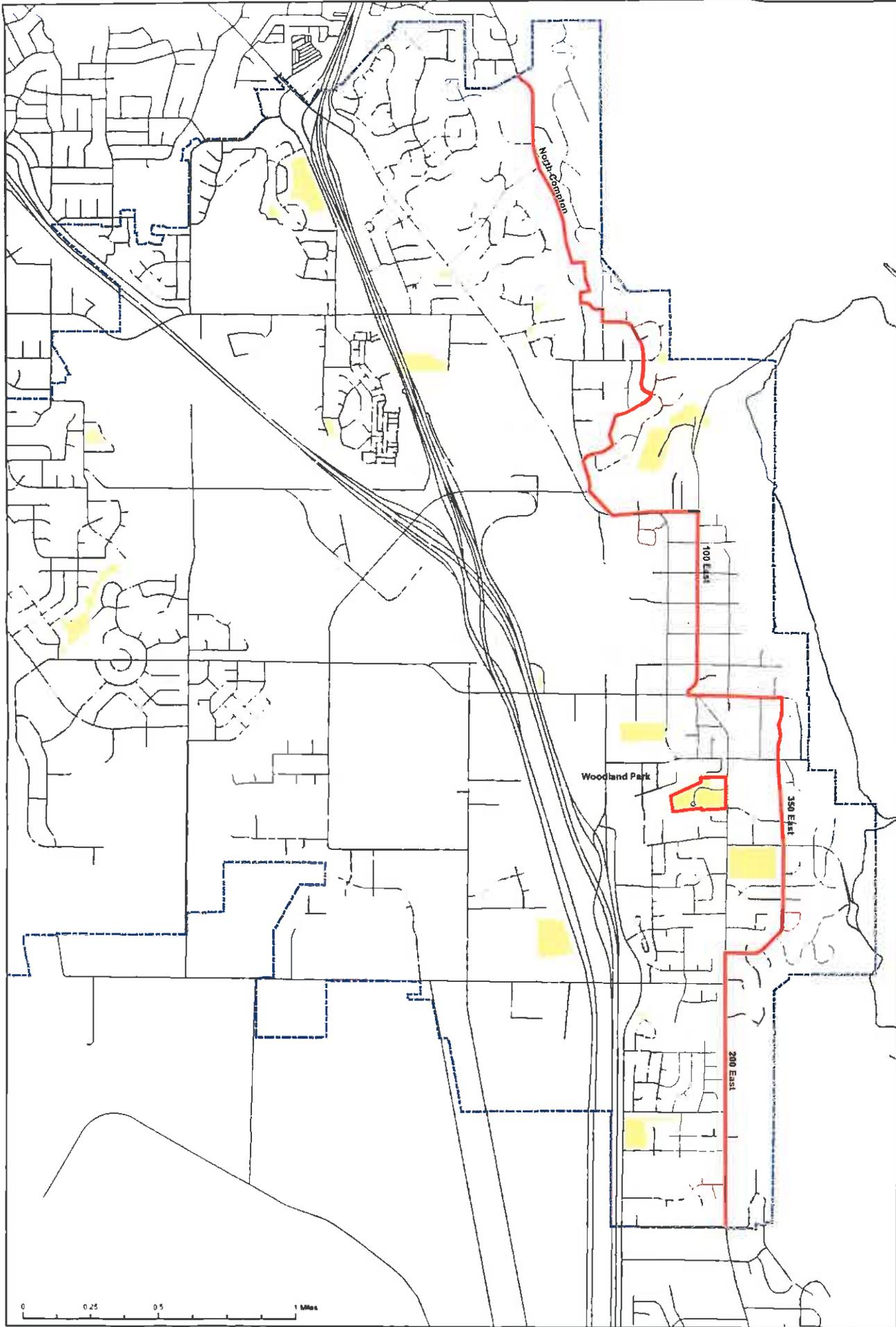
	"AYE"	"NAY"
Councilmember Bilton	_____	
Councilmember Michaelson	_____	
Councilmember Ritz	_____	
Councilmember Talbot	_____	
Councilmember Young	_____	



# Farmington Fireworks Restriction Line



Date 5/22/2012



**Utah State Fire  
Marshal's Office  
Firework Stands,  
Mercantile Sale of Fireworks  
Field Inspection Form  
Training Program**  
IFC 2009, Revised March, 2012



# Introduction

This presentation is to accompany the “Field Inspection Form” titled;

**Firework Stands,  
Mercantile Sale of Fireworks  
Field Inspection Form  
IFC 2009, Revised March 2012**





**Firework Stands,  
Mercantile Sale of Fireworks  
Field Inspection Form  
IFC 2009, Revised March 2012**

Occupancy Name: \_\_\_\_\_

Occupancy Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Assigned Station: \_\_\_\_\_ Inspection By: \_\_\_\_\_ Date: \_\_\_\_\_

**Introduction**

Chapter 33 of the International Fire Code regulates the use of Fireworks. In addition R710-2 of the State Fire Marshals Rules and Regulations provide further requirements. This document is designed to provide a summary of the necessary codes pertaining to Class "C" fireworks and to assist with on site permit inspections. House Bill 22(passed in 2011) allows for the sale and use of aerial fireworks under 500mg. which are defined in R710-2 as a cake that is a collection of mine/shell tubes that has a single fuse, which is used to light several tubes in sequence. A cake may also be defined as an aerial repeater or multi-shot aerial.

**Significant Dates**

Class "C" fireworks **can be sold**, by permit on the following dates: **June 23-July 27; Dec. 29-Jan. 1; 2 days before and on Chinese New Year's Eve.**

Class "C" fireworks legally obtained **can be discharged: July 1 – July 7 and July 21-27 from 11am to 11pm except July 4 and 24, the hours are extended until midnight; New Year's Eve and Chinese New Year's Eve 11am – 1am the following day.**

<b>IFC/SFMRR</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Code Topic</b>
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**General Conditions**

IFC 105.6	___	___	___	Permits to sell fireworks are required.
R710-2-3, 3.1				
R710-2-3, 3.2	___	___	___	Permits are to be available for inspection at the store or stand where fireworks are sold and/or handled.
R710-2-3, 3.3	___	___	___	
R710-2-3, 3.4	___	___	___	All fireworks retail sales locations shall be under the direct supervision of a responsible person who is 18 years of age or older.
	___	___	___	Fireworks <u>are not</u> to be sold to any person under the age of 16.

**Required Signs**

R710-2-3, 3.10	___	___	___	A sign that is clearly visible to the general public shall be posted at all fireworks sales locations indicating the legal dates for the discharge of fireworks.
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**IFC/SFMRR Yes No N/A**  
**Required Signs(Continued)**

**Code Topic**

R710-2-3, 3.9    \_\_\_   \_\_\_   \_\_\_

No smoking signs are to be conspicuously posted at all outdoor fireworks sales and storage locations.

R710-2-6.1    \_\_\_   \_\_\_   \_\_\_

Wherever aerial devices are sold there shall be signage placed at the aerial device display directing customers that aerial devices cannot be attained without the assistance of an employee

R710-2-6.3    \_\_\_   \_\_\_   \_\_\_

Wherever aerial devices are sold there shall be signage with minimum **font of one inch**, to warn and inform the customer of the dangers of aerial devices and the signage shall state the

following:

- Aerial fireworks are designed to travel up to 150 feet into the air and then explode.
- Aerial fireworks shall be placed on a hard level surface outdoors, in a clear and open area prior to ignition.
- Anyone under the age of 16 shall not handle or operate aerial fireworks.
- Ignition of aerial fireworks shall be a minimum of 30 feet from any structure or vertical obstruction.
- Aerial fireworks shall not be ignited within 150 feet of the point of sale.
- Please read and obey all safe handling instructions before using aerial fireworks.

**Fireworks Storage**

IFC 3301.2.1,    \_\_\_   \_\_\_   \_\_\_

Fireworks **are not** allowed to be stored within 100 feet of a place of habitation. Furthermore, storage of fireworks is not to be located in a residence to include attached garages

R710-2-3, 3.8

**Portable Fire Extinguishers**

R710-2-3, 3.11    \_\_\_   \_\_\_   \_\_\_

Fireworks retail sales locations are to have an approved portable fire extinguisher having a minimum 2A rating.

NFPA 1006.1.3.1-2

\_\_\_   \_\_\_   \_\_\_

Fire extinguishers shall be conspicuously located where they are readily accessible & immediately available in case of fire and located along normal paths of travel including exits, or as required by the local AHJ.

IFC 906.1    \_\_\_   \_\_\_   \_\_\_

Portable Fire Extinguishers, Mounted, Tagged and Serviced

IFC 906.6    \_\_\_   \_\_\_   \_\_\_

Fire extinguishers shall **not be** obstructed or obscured from view.

**IFC/SFMRR**   **Yes**   **No**   **N/A**      **Code Topic**

**Fire Protection Systems (For Indoor Locations Only)**

IFC 901.6.1    \_\_\_ \_\_\_ \_\_\_      Fire Sprinkler System Testing Annually (tagged)

IFC 901.6.1    \_\_\_ \_\_\_ \_\_\_      Fire Alarm System Testing Annually (tagged)

**Indoor Sales**

R710-2-4, 4.1   \_\_\_ \_\_\_ \_\_\_      Display of fireworks inside of buildings shall be so located to ensure constant visual supervision.

R710-2-4, 4.2   \_\_\_ \_\_\_ \_\_\_      The area where fireworks are displayed or stored shall be at least 50 feet from any flammable liquid or gas, or other highly combustible material.

R710-2-4, 4.3   \_\_\_ \_\_\_ \_\_\_      The retail sales display of fireworks shall not be placed in locations that would impede egress from the building.

R710-2-4, 4.4   \_\_\_ \_\_\_ \_\_\_      In buildings protected by a sprinkler system, display of fireworks shall not exceed 25% of the retail sales floor area or exceed 600 square feet, whichever is less.

R710-2-4, 4.5   \_\_\_ \_\_\_ \_\_\_      In buildings not protected by a sprinkler system, display shall not exceed 125 lbs. of pyrotechnic composition. Where weight of pyrotechnic composition is not known, 25% of the gross weight of the fireworks shall be permitted to be used for determination

**Outdoor Sales**

IFC 3301.2.2   \_\_\_ \_\_\_ \_\_\_      Firework stands are not to be constructed or set up upon a highway, sidewalk, public property, or in an assembly or educational occupancy.

IFC 2403.9      \_\_\_ \_\_\_ \_\_\_      Temporary stands; trailers and tents used for the retail sales of fireworks shall be constructed in such a way as to prevent collapse. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapse

IFC 2404.2.    \_\_\_ \_\_\_ \_\_\_      Tents shall have a flame resistant treatment, certified by a label that is affixed to the tent fabric indicating the date that the fabric was treated and it's compliance with NFPA 701.

R710-2-5, 5.2   \_\_\_ \_\_\_ \_\_\_      The general public shall not be allowed to enter a temporary stand or trailer where fireworks are sold and/or handled.

R710-2-3, 3.7   \_\_\_ \_\_\_ \_\_\_      All outdoor retail sales locations for fireworks are to be kept clear of dry grass or other combustible materials for a distance of at least 25 feet in all directions.

IFC/SFMRR	Yes	No	N/A	Code Topic
R710-2-5, 5.3	___	___	___	Each stand, trailer or tent less than 200 square feet shall have a minimum three (3) foot wide unobstructed aisle running the length of the stand, trailer or tent.
R710-2-5, 5.4	___	___	___	All tents where customers enter inside shall have a minimum three (3) foot wide unobstructed aisle and two separate exits located a reasonable distance apart and so located that if one is blocked the other will be available.
R710-2-5, 5.5	___	___	___	The area used for the sale of fireworks in stands, trailers, or tents shall be arranged to permit the customer to only touch or handle prepackaged fireworks. All non pre-packaged fireworks shall be displayed in a manner, which prevents the fireworks from being handled by the customer without the direct intervention of the retailer who shall be able to maintain visual contact with the customer.
R710-2-5, 5.6	___	___	___	Temporary stands; trailers or tents for the sale of fireworks shall be located at least 50 feet from other stands, trailers, tents, LPG flammable liquid or gas storage and dispensing units.
R710-2-5, 5.7	___	___	___	If the stand or trailer is used for the overnight storage of the fireworks, it shall be equipped with suitable locking devices to prevent unauthorized entry. Tents shall not be used for overnight storage of fireworks unless onsite security is provided.
R710-2-5, 5.8	___	___	___	No person shall be allowed to sleep in any temporary fireworks stand, trailer or tent.
R710-2-5, 5.9	___	___	___	Fireworks stands, trailers or tents shall not be illuminated or heated by any device requiring an open flame or exposed heating elements. All heaters shall be approved by the AHJ.
R710-2-, 5.10	___	___	___	All illumination and wiring shall be installed in accordance with the temporary wiring section of the National Electrical Code and the AHJ.
<b><u>Aerial Sales</u></b>				
R710-2-6.1.1	___	___	___	Aerial devices shall be placed in an area that is physically separated from the public so that a customer cannot handle the aerial devices without the assistance of an employee.
R710-2-6.1.2	___	___	___	Wherever aerial devices are sold, the aerial device display shall be placed in a location that gives the customer access to the aerial devices just before the customer checks out and exits the store.

**IFC/SFMRR Yes No N/A Code Topic**

**Fire Access, Fire Lanes, Hydrants**

503.2	___	___	___	Fire Apparatus Access Available
503.4	___	___	___	Fire Apparatus Access Roads Free of Obstructions
507.5.4	___	___	___	Fire Hydrants Free of Obstructions

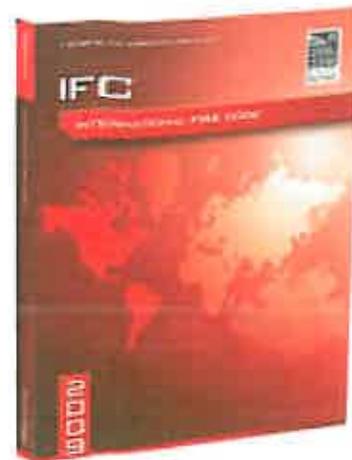
For information pertaining to this document please contact the Utah State Fire Marshals Office at 801-284-6350, or <http://firemarshal.utah.gov/index.html>.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chapter 33 of the International Fire Code regulates the use of Fireworks.

In addition R710-2 of the State Fire Marshals Rules and Regulations provide further requirements.

This training program is designed to provide a summary of the necessary codes pertaining to Class "C" fireworks and to assist with on site permit inspections.



The aerial “cake” fireworks are legal, but here is a list of which fireworks are not allowed:

**Cherry bombs,  
Roman candles,  
Sky rockets,  
Bottle rockets,  
Single-shot mortars,  
M-80s,  
Firecrackers,  
and any “non-cake” aerial device**



Legal



Illegal Fireworks

# Significant Dates

Class "C" fireworks that are approved by the State Fire Marshal can be sold, by permit on the following dates from **June 23 through July 27**.

Class "C" fireworks that have been legally obtained can be discharged July 1-July 7 and July 23-July 27.

Blue is to sale, Red is to use

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	<b>23</b>	<b>24</b>
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>		

					<b>1</b>	<b>2</b>
<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	8	9
<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>
<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	28	29	30

# Permits

## General Conditions

Permits to sell fireworks are required.



Permits are to be available for inspection at the store or stand where fireworks are sold and/or handled.

All fireworks retail sales locations shall be under the direct supervision of a responsible person who is 18 years of age or older.

Fireworks are not to be sold to any person under the age of 16.

Fireworks shall only be stored, handled, displayed, and sold as packaged units, with unexposed fuses.



# Required Signage

Signs which are clearly visible to the general public shall be posted at all fireworks sales locations with a minimum of 1" letters.

- No smoking signs are to be conspicuously posted at all outdoor fireworks sales and storage locations.

**IGNITION OF AERIAL FIREWORKS SHALL BE A MINIMUM OF 30 FEET FROM ANY STRUCTURE OR VERTICAL OBSTRUCTION.**

**PLEASE READ AND OBEY ALL SAFE HANDLING INSTRUCTIONS**

**AERIAL FIREWORKS SHALL NOT BE IGNITED WITHIN 150 FEET OF THE POINT OF SALE.**

**AERIAL FIREWORKS ARE DESIGNED TO TRAVEL UP TO 150 FEET INTO THE AIR AND THEN EXPLODE.**

**AERIAL FIREWORKS SHALL BE PLACED ON A HARD LEVEL SURFACE OUTDOORS, IN A CLEAR AND OPEN AREA PRIOR TO IGNITION.**

**ANYONE UNDER THE AGE OF 16 SHALL NOT HANDLE OR OPERATE AERIAL FIREWORKS.**

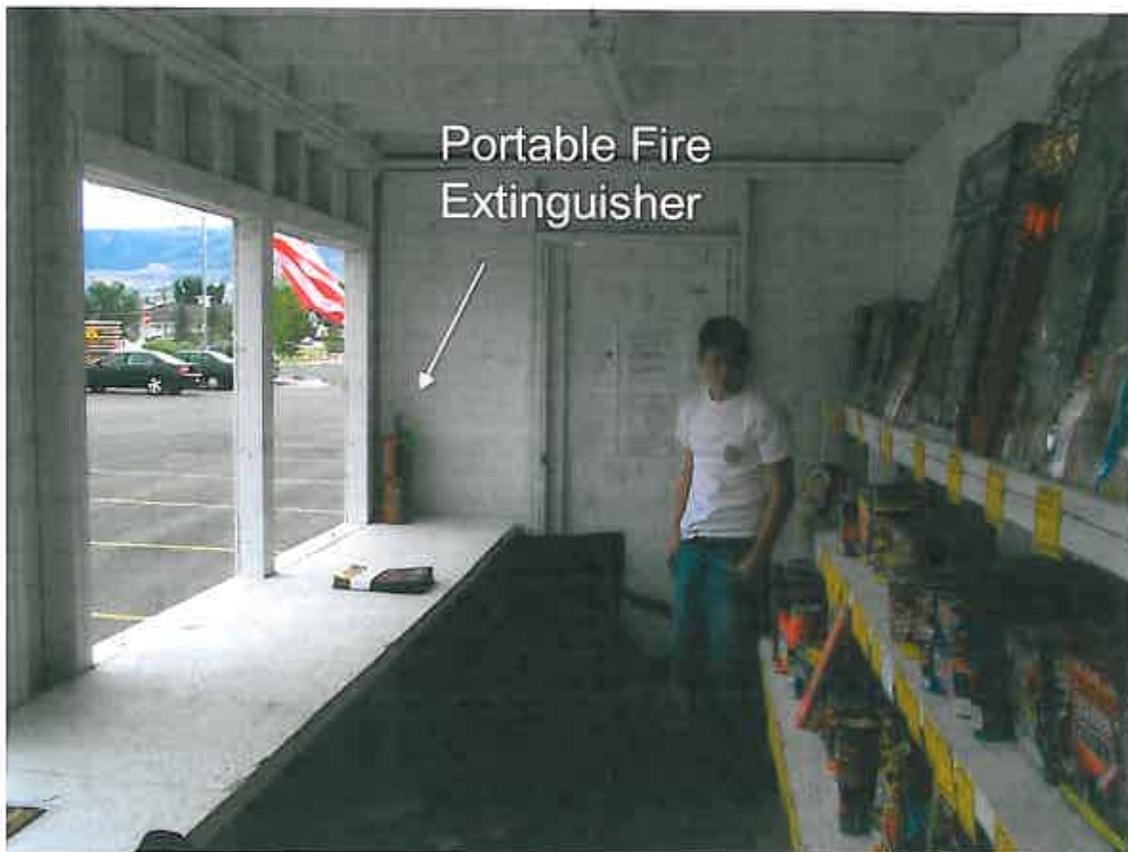
# Fireworks Storage

- Fireworks are not allowed to be stored within 100 feet of a place of habitation. Furthermore, storage of fireworks is not to be located in a residence to include attached garages



# Portable Fire Extinguishers

- All fireworks retail sales locations are to have an approved portable fire extinguisher having a minimum 2A rating. The fire extinguisher is to be located not more than 15 feet and not less than 10 feet from the hazard.
- Portable Fire Extinguishers, Tagged and Serviced
- Fire extinguishers shall **not be** obstructed.



# Fire Protection Systems

- **(For Indoor Locations Only)**
- Fire Sprinkler System Testing Annually (tagged)
- Fire Alarm System Testing Annually (tagged)



# Indoor Sales

- Display of fireworks inside of buildings shall be so located to ensure constant supervision and be near the front of the store where customers can obtain when exiting the building.
- The area where fireworks are displayed or stored shall be at least 50 feet from any flammable liquid or gas, or other highly combustible material.
- The retail sales display of fireworks shall not be placed in locations that would impede egress from the building.



- Aerial “cake” Fireworks shall be physically separated from direct access by the public and must have “face-to-face” contact between purchaser and supplier

# Outdoor Sales

- Firework stands are not to be constructed or set up upon a highway, sidewalk, public property, or in an assembly or educational occupancy.



- Temporary stands; trailers and tents used for the retail sales of fireworks shall be constructed in such a way as to prevent collapse. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapse.



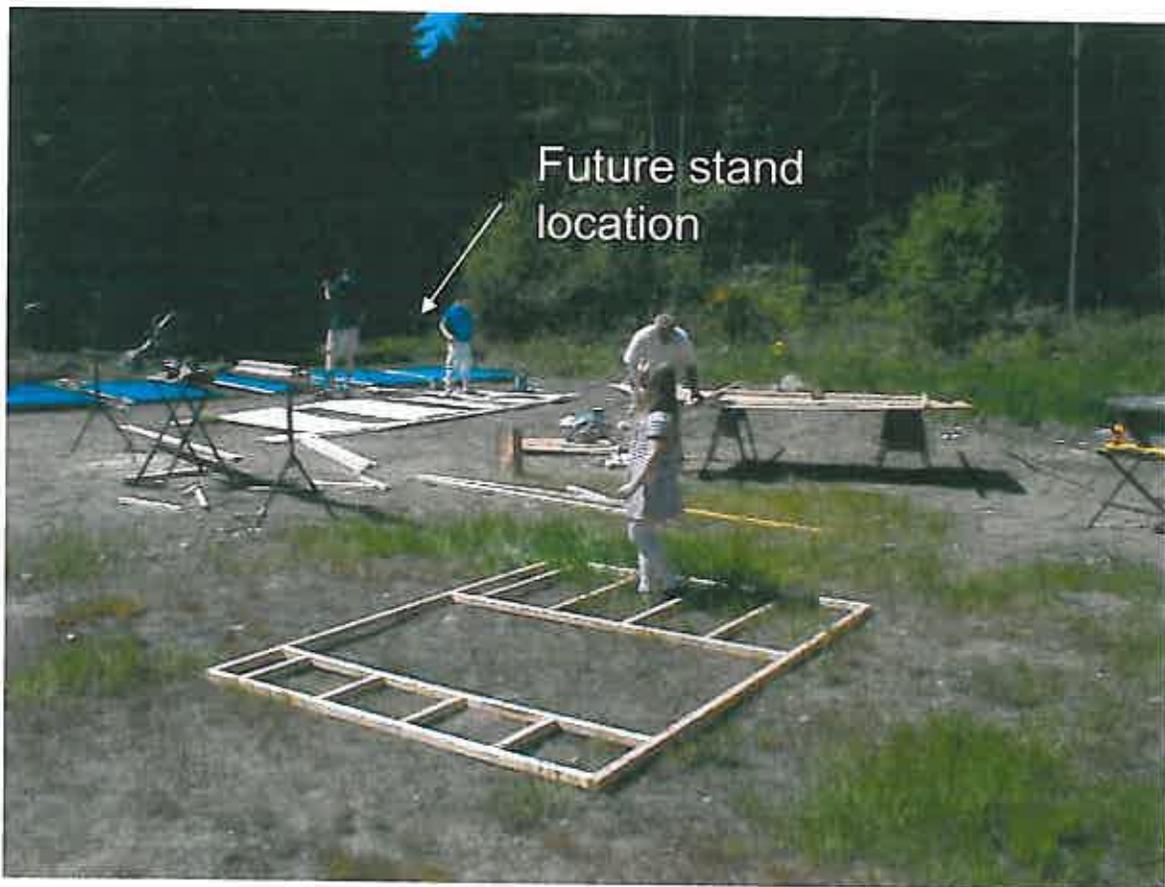
**Tents shall have a flame resistant treatment, certified by a label that is affixed to the tent fabric indicating the date that the fabric was treated and it's compliance with NFPA 701.**

 <p><b>ANCHOR<sup>®</sup></b> INDUSTRIES INC. 1100 BURCH DRIVE EVANSVILLE, IN 47725 USA TOLL FREE 800-544-4445 INDIANA 812-867-2421</p> <p>TENT I.D. NUMBER <u>01439463</u> SERIAL NUMBER <u>9108975</u> SIZE <u>CENT MATE EXP MID</u> <u>30'x45' 5'x16'</u></p> <p>Quality, Craftsmanship &amp; Service Since 1892</p>	<p><b>FLAME RETARDANT</b></p>  <p>Fabric meets requirements of</p> <p><b>NFPA-701</b> <b>CPAI-84</b></p> <p>LOT NUMBER <u>16675</u> INSPECTOR _____</p>
<p><b>WARNING</b></p> <p>This product has been manufactured for use as a temporary structure. For the safety of all occupants, evacuation is recommended if threatening weather occurs, or if there is any doubt concerning the safe use of this product.</p> <p>"Please read installation instructions before the installation or removal of this product." installation instructions are available at: <a href="http://www.anchorinc.com">www.anchorinc.com</a></p> <p>Do not remove this label</p> <p>G2 28A7257</p>	

- The general public shall not be allowed to enter a temporary stand or trailer where fireworks are sold and/or handled.

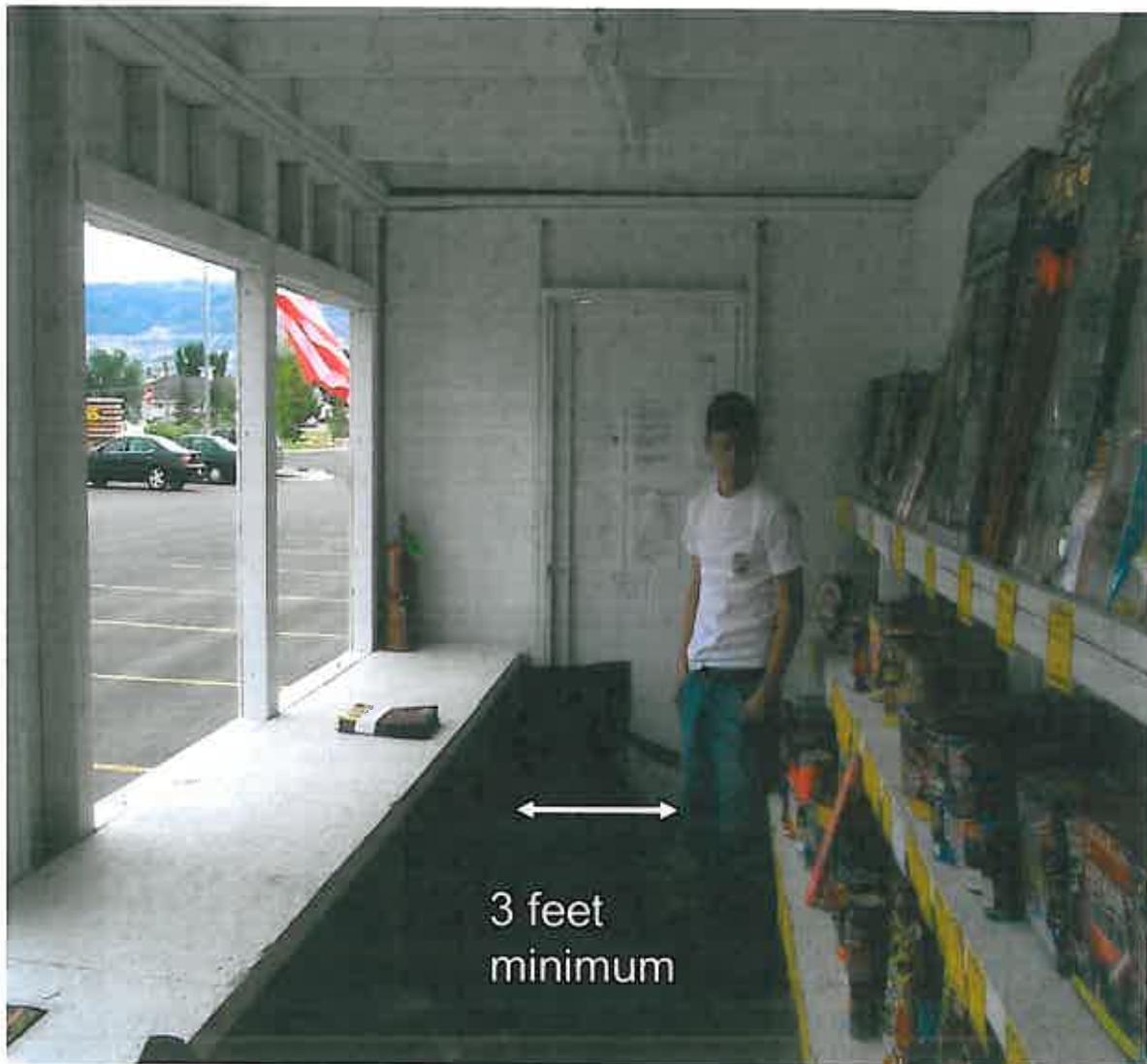


- All outdoor retail sales locations for fireworks are to be kept clear of dry grass or other combustible materials for a distance of at least 25 feet in all directions.



This firework stand is being set up too close to combustible materials, i.e. trees, grass, etc.

Each stand, trailer or tent less than 200 square feet shall have a minimum three (3) foot wide unobstructed aisle running the length of the stand, trailer or tent.  
R710-2-5, 5.3



All tents where customers enter inside shall have a minimum three (3) foot wide unobstructed aisle and two separate exits located a reasonable distance apart and so located that if one is blocked the other will be available.



The area used for the sale of fireworks in stands, trailers, or tents shall be arranged to permit the customer to only touch or handle prepackaged fireworks. All non pre-packaged fireworks shall be displayed in a manner, which prevents the fireworks from being handled by the customer without the direct intervention of the retailer and shall have physical separation between purchaser and any aerial “cake” devices who shall also be able to maintain visual contact with the customer.



# Actual Rule Language

6.1.1 Aerial devices shall be placed in an area that is physically separated from the public so that the customer cannot handle the aerial devices without the assistance of an employee. There shall be signage placed at the aerial device display directing customers that aerial devices cannot be attained without the assistance of a store employee.

6.1.2 Where aerial devices are sold in permanent structures or other approved locations, the aerial device display shall be placed in a location that gives the customer access to the aerial devices just before the customer checks out and exits the store.

**Service  
Station**

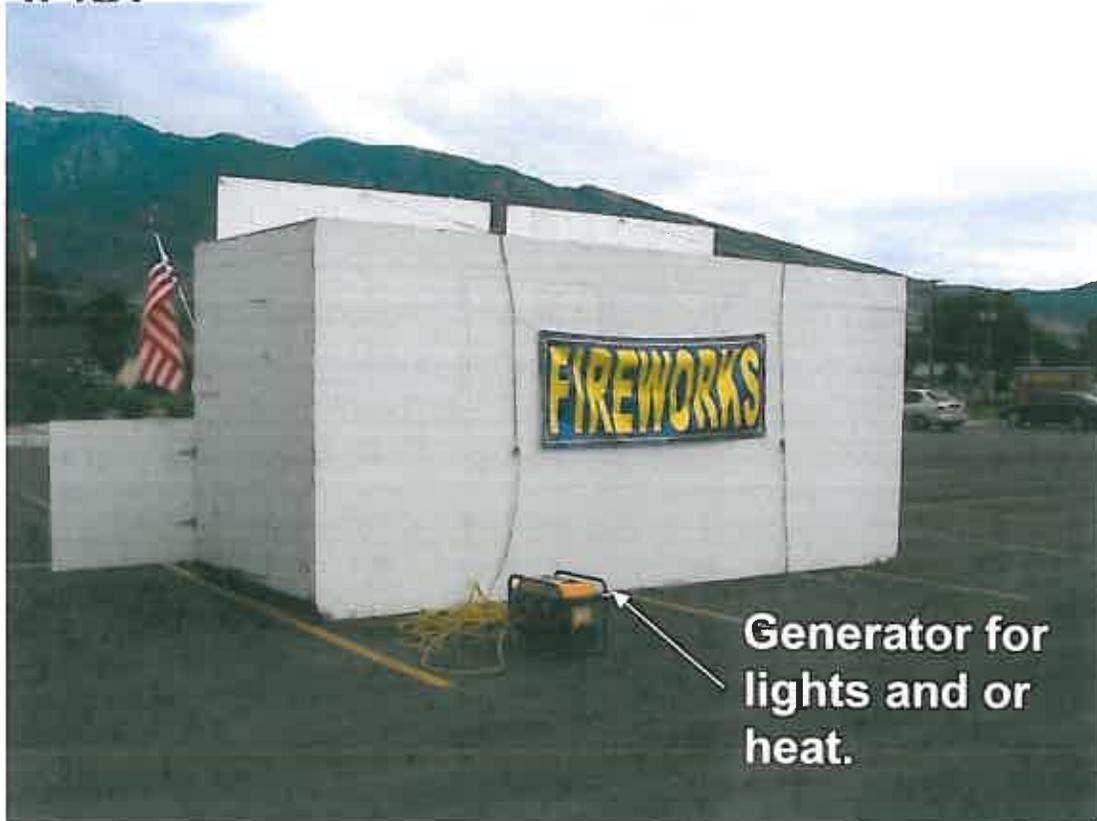


The area where fireworks are displayed or stored shall be at least 50 feet from any flammable liquid or gas, or other highly combustible material.

- If the stand or trailer is used for the overnight storage of the fireworks, it shall be equipped with suitable locking devices to prevent unauthorized entry.
- Tents shall not be used for overnight storage of fireworks unless onsite security is provided.
- No person shall be allowed to sleep **inside** a tent or stand which contains firework products.



- Fireworks stands, trailers or tents shall not be illuminated or heated by any device requiring an open flame or exposed heating elements. All heaters shall be approved by the Authority Having Jurisdiction (AHJ).
- All illumination and wiring shall be installed in accordance with the temporary wiring section of the National Electrical Code and the AHJ.



- Fire Apparatus Access Available
- Fire Apparatus Access Roads Free of Obstructions
- Fire Hydrants Free of Obstructions



For information pertaining to this training material please contact the Utah State Fire Marshal's Office at 801-284-6350 or visit our web page

<http://firemarshal.utah.gov>



# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: May 29, 2012

SUBJECT: **RED BARN LANE USE AGREEMENT FOR THE HAWS COMPANIES (THC)**

### RECOMMENDATION

By minute motion, authorize the Mayor to execute the attached settlement agreement with The Haws Companies (THC) for the use of Red Barn Lane.

### BACKGROUND

A few years ago, the City entered into an agreement with THC which we commonly call "The Road to the North Agreement." One of the things required in this agreement in paragraph 16 was the City and THC would make reasonable efforts to vacate public access of Red Barn Lane to THC while still retaining fee title to the property. In exchange, THC would pay the City a predetermined value for the easement right they were acquiring. This portion of the agreement has proved difficult to implement for several reasons:

1. THC put in improvements (fencing and landscaping) within the public ROW in advance of the easement being given without the approvals of the City. THC wants the City and others to approve the placement of these improvements within the public ROW which the City will not do since future uses of the public ROW cannot be determined at this time.
2. Third parties have expressed both, verbally and written, access and use rights for services provided within or near the public ROW. As a result the City has recently granted easements to Questar and the Central Davis Sewer District for the piping they already had located within the public ROW. The City also granted access easements to both UTA and UP for servicing the railroad tracks located in the immediate area. THC believes the granting of these easements lessens the value of the proposed easement they would be acquiring from the City for use of Red Barn Lane. We will spend a great deal of time arguing about this valuation question and likely not come to an agreement.

3. The Cook family expressed strong concerns about any new easement granted to THC which would restrict their property access along portions of Red Barn Lane.

The use question while simple in intent became very complicated in implementation due to these competing factors. As a result of recent discussions held with the City Council, staff was directed to put together a very simplified agreement which could be used to manage the use of Red Barn Lane by THC without surrendering any access rights for affected parties, legitimizing improvements made within the public ROW and some to be made, until such time as the use of the property changes through a formal application or other changing needs of the abutting properties.

The highlights of the attached agreement are as follows:

- No easement is being granted and no compensation for private use will be paid by THC.
- Public ROW and city ownership still exists.
- The City is recognizing the fencing and landscaping improvements already in place. No regulation, maintenance nor management of these improvements will be done by the City so long as the use of the abutting properties does not change. Once the use changes, the City may elect to require those improvements be modified or removed to comply with public ROW and site plan requirements in place at that time.
- This agreement settles the rights and obligations of the parties related to paragraph 16 of "the Road to the North Agreement" only. All other provisions of that agreement remain in effect.
- THC is being granted approval to add portions of a "Driveway" along Red Barn Lane not built to City standards (since not such standards exist) and without a bond.
- Mutual releases are obtained from both parties relating to issues which could arise from this approval.

While this is not a perfect solution to this issue and neither party is getting everything they want, staff is recommending approval in that we believe the original language in the paragraph 16 of "The Road to the North Agreement" is extremely problematic and probably doomed from the start. After much effort from both parties, the attached settlement agreement is a reasonable solution to a nagging series of problems that both parties would like to leave in the past and move forward on in a cooperative manner. Staff has email confirmation from THC they have approved the language of the attached agreement and would sign once approved by the City Council.

Respectfully Submitted



Dave Millheim  
City Manager

## SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (this "Agreement"), is executed and delivered as of May \_\_\_, 2012 (the "Effective Date"), by and among **THE HAWS COMPANIES, INC.**, a Utah corporation ("THC"), and **CITY OF FARMINGTON**, a municipality of the State of Utah (the "City"). THC and the City are sometimes referred to individually herein as a "Party" and sometimes collectively as the "Parties".

### RECITALS:

A. On or about September 19, 2008, Station Park, LLC and the City entered into that certain Road to the North Agreement (the "RNA") relating to the dedication and construction of a public street as more specifically described in the Road Agreements.

B. Station Park, LLC previously assigned its rights and obligations under the RNA to THC pursuant to the terms of the RNA.

C. In Section 16 of the RNA, the City agreed, subject to the vacation of a portion of Burke Lane, to provide THC a perpetual easement over the Burke Lane Vacation Parcel in a form substantially similar to Exhibit D attached to the RNA (the "Easement").

D. In exchange for the City providing the Easement, THC agreed to pay the City the fair market value of the Easement through a reduction in credits due to THC by the City pursuant to the terms of the RNA (the "Compensation").

E. To finalize details regarding payment of the Compensation and related matters, the Parties entered into that certain Escrow and Exchange Agreement for Farmington City's Station Parkway (Haws Property Only) dated March 17, 2009 (the "Escrow Agreement"). The RNA and Escrow Agreement are collectively referred to herein as the Road Agreements.

F. Due to events and actions occurring since the Road Agreements were entered into, the City and THC disagree about the form and scope of the Easement that the City would grant and the amount of Compensation THC would pay to the City.

G. Based on the above-described disagreements, the City and THC believe it will be difficult and/or undesirable for the Parties to implement Section 16 of the RNA and Section 5 of the Escrow Agreement strictly according to their terms.

H. The Parties wish to enter into this Agreement to settle all disputes and claims among them relating to and arising out of Section 16 of the RNA, Section 5 of the Escrow Agreement and all other obligations, rights and duties relating to the real property depicted as Parcel 7 on Exhibit A to the Escrow Agreement (the "Property").

### AGREEMENT:

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

## ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by this reference.

1.2 Obligations of the City. The City hereby agrees that it:

(a) Shall not, directly or indirectly, cause, seek, encourage or propose the destruction, removal and/or alteration of the landscaping and improvement installed by Haws or its agents and currently existing within and located upon the Property, (the "Improvements"). However, the parties acknowledge that the Improvements, as constructed, may not meet certain City standards and/or specifications currently in effect or to be adopted or revised and nothing herein shall be construed as acceptance of the Improvements by the City in the event of further development activity on or adjacent to the Property and Haws specifically acknowledges that future development activity may require removal, upgrade or replacement of the Improvements;

(b) Shall, upon the submittal of appropriate permit applications, and without undue delay, grant THC a building permit and any and all other permits, rights, permissions and licenses within the authority of the City required for THC to pave, keep, retain and maintain a 18 to 20 foot wide asphalt driveway over the Property (the "Driveway") that is constructed according to the Specifications (defined below);

(c) The Driveway may, in THC's discretion, extend the entire length of the Property and connect directly to the public street known as Station Parkway;

(d) Shall not seek or require a bond (whether cash, surety, letter of credit or otherwise) for or related to the Improvements or the Driveway or the construction or maintenance of the same; and

(e) Shall not, other than standard building permit and plan check fees, require the payment of Compensation, fees or the reduction of credits for granting the rights, permits and other items contemplated by this Agreement.

1.3 Obligations of THC. THC hereby agrees that it:

(a) Shall, within 180 days after the Effective Date, construct the Driveway according to the following specifications (the "Specifications"):

(i) The Driveway shall be approximately 18 to 20 feet wide;

(ii) The Driveway shall be paved with approximately 3” of asphalt; and

(iii) With the addition of a small amount of road base to level and sweeten the Driveway prior to paving, the existing grade and road base for the Drive shall be sufficient.

(b) THC shall perpetually maintain the improvements made to the Driveway by THC and the City shall have no responsibility to maintain any portion of the Property.

1.4 Representations and Warranties of THC. THC hereby represents to the City that:

(a) THC has the full legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement; and

(b) This Agreement is the binding and valid obligation of THC enforceable against THC and its successors and assigns in accordance with this Agreement’s terms;

(c) THC has relied on his own advisors for all legal, accounting, tax or other advice whatsoever with respect to this Agreement and the transactions contemplated hereby; and

(d) THC is not aware of any violations or alleged violations of any laws, statutes, ordinances, covenants, conditions or regulations by THC or any employee, independent contractor or representative of THC that would be caused by entering into or fulfilling THC’s obligations arising out of this Agreement.

1.5 Representations and Warranties of the City. The City hereby represents to THC that:

(a) The City has the full legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement;

(b) This Agreement is the binding and valid obligation of the City enforceable against the City in accordance with this Agreement’s terms; and

(c) The City has relied on his own advisors for all legal, accounting, tax or other advice whatsoever with respect to this Agreement and the transactions contemplated hereby; and

(d) The City is not aware of any violations or alleged violations of any laws, statutes, ordinances, covenants, conditions or regulations by the City or any employee, independent contractor or representative of the City that would be

caused by entering into or fulfilling THC's obligations arising out of this Agreement.

1.6 Termination/Survival of Rights and Obligations. The Parties hereby agree that, except as specifically set forth in this Agreement, all rights and obligations of the Parties arising out of Section 16 of the RNA and Section 5 of the Escrow Agreement are hereby terminated. The Parties further agree that all agreements, rights and obligations contained in the Road Agreements not specifically terminated pursuant to this Agreement shall remain in full force and effect.

## ARTICLE 2 - MUTUAL RELEASES AND COVENANTS NOT TO SUE

2.1 Definition of Claims. The term "Claims" as used in this Agreement means any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages or liabilities of any and every kind and character whatsoever, including without limitation, any action, omission, misrepresentation, failure to perform, breach, responsibility, duty or other basis of liability, whether arising in tort, contract or otherwise, together with any duties arising thereunder, directly or indirectly, whether arising out of any past occurrence or currently existing or which may accrue in the future, whether known or unknown, whether anticipated or unanticipated, whether in law or in equity, whether liquidated, unliquidated, derivative, contingent or otherwise, which arise out of or relate to: (a) the Property, and (b) the Parties obligations set forth in Section 16 of the RNA and Section 5 of the Escrow Agreement. "Claims" do not include, however, causes of action arising out of breach of any provision of this Agreement by any Party hereto.

2.2 Conditions to Effectiveness of THC's Release of the City. The releases and covenants not to sue provided herein, including, but not limited to those contained in Sections 2.3(a), 2.3(b) and 2.4 below, shall be, and hereby are, expressly conditioned and contingent upon the Parties strictly, fully and timely satisfying all of their respective obligations arising out of this Agreement. If any of the Parties fail to strictly, fully and timely comply with their respective obligations arising out of this Agreement, the releases and covenants not to sue provided herein, including, but not limited to those contained in Sections 2.3(a), 2.3(b) and 2.4 below, shall be automatically deemed to be for all purposes void in *ab initio*.

### 2.3 THC's Release of the City and the City's Release of THC.

(a) Subject to the terms, conditions and contingencies set forth in Section 2.2 above, THC hereby forever releases and discharges the City of and from any and all Claims, and hereby waives and relinquishes and discharges the City of and from any and all Claims that THC now has or may in the future have against the City.

(b) Subject to the terms, conditions and contingencies set forth in Section 2.2 above, the City hereby forever releases and discharges THC of and from any and all Claims, and hereby waives and relinquishes and discharges THC of and from any and all Claims that the City now has or may in the future have against THC.

2.4 Covenants Not To Sue. The Parties hereby covenant not to sue another Party asserting in any way, directly or indirectly, any Claim that is released under this Agreement.

2.5 Indemnity. THC hereby agrees to hold harmless and indemnify the City, its officers, employees and agents, from and against any claims brought against the City for damages or injury of any kind arising from: (a) THC's and THC's agent's use of the Property, (b) third parties' use of the Property to the extent the third parties' claims relate to the maintenance or condition of the Improvements or the Driveway, and (c) the negligence of THC or THC's agents with regard to the Improvements or the Property.. However, nothing herein shall be construed to require THC to indemnify the City for the City's own negligence.

### ARTICLE 3 - MISCELLANEOUS

3.1 Entire Agreement. This Agreement together with the Other Agreements to which either Party is a party set forth the entire agreement of the parties hereto with respect to the subject matter thereof, and supersede all previous understandings, written or oral, with respect thereto.

3.2 No Waiver. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege provided herein or by statute or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

3.3 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

3.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

3.5 Amendments and Waivers. This Agreement may not be amended, supplemented or otherwise modified, and no provision of Agreement may be waived, except by a written instrument signed by the Parties.

3.6 Governing Law; Jurisdiction.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF UTAH EXCLUDING ALL CHOICE-OF-LAW AND CONFLICTS-OF-LAW RULES.

3.7 Headings. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

3.8 Notices. All notices or other communications required or permitted hereunder shall, unless otherwise provided herein, be in writing, shall be personally delivered, sent by telecopy, sent by reputable overnight courier (such as Federal Express) or sent by registered.

certified, or express mail, return receipt requested, and deposited in the United States mail with the postage prepaid, addressed to the Parties as set forth below in this Section 3.9. Notices given by hand, sent by telecopy or sent by reputable overnight courier shall be deemed given the day such notice was received. Notices mailed as provided herein shall be deemed received on the fifth (5th) Business Day following the mailing day. Notice of change of address shall be given by written notice in the manner detailed in this Section 3.9.

THC:

The Haws Companies, Inc.  
Attention: Scott Harwood & Richard A Haws  
1200 West Red Barn Lane  
Farmington, Utah 84025

The City:

Farmington City  
Attention: David Millheim, City Manager  
160 S. Main  
Farmington, Utah 84025

3.9 Costs and Expenses. Each Party shall bear its own internal and external costs incurred in connection with the negotiation, execution and delivery of this Agreement.

3.10 Cooperation. Subject to the terms and conditions of this Agreement, at any time or from time to time after the date hereof, each Party shall execute and deliver such other documents and instruments, provide such materials and information and take such other actions as may reasonably be necessary, proper or advisable, to the extent permitted by applicable law or order, to fulfill its obligations under this Agreement.

3.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered on the dates set forth below, to be effective as of the date first above written.

**THE HAWS COMPANIES, INC.**, a Utah  
corporation

Date: \_\_\_\_\_

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

Name: Scott Harwood

Title: Vice President

**CITY OF FARMINGTON**, a municipality of the  
State of Utah

Date: \_\_\_\_\_

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

Name: Scott C. Harbertson

Title: Mayor

Attest:

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

Name: \_\_\_\_\_

Title: City Recorder

STATE OF UTAH    )  
                                  :SS  
COUNTY OF DAVIS)

On the \_\_\_\_ day of June, 2012, personally appeared before me Scott Harwood, known or satisfactorily proved to me to be the Vice President of THE HAWS COMPANIES, INC., a Utah corporation, who acknowledged to me that he signed the foregoing instrument as the Vice President for said corporation and in its behalf.

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

STATE OF UTAH    )  
                                  :SS  
COUNTY OF DAVIS)

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

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Miller, Building Official

Date: May 30, 2012

**SUBJECT: AMEND TITLE 10-2-070 OF CITY CODE TO ADOPT THE 2011 NATIONAL ELECTRICAL CODE AND SOME HOUSE KEEPING DUE TO SENATE BILL 28.**

### RECOMMENDATION

Approve the enclosed ordinance amending Title 10-2-070 of City Code for the adoption of the 2011 National Electrical and amendments to the construction codes as adopted by the State of Utah pursuant to S.B. 28 of the 2012 general session of the Utah State legislature.

### BACKGROUND

The State Legislature met this is year to discuss Senate Bill 28. This bill was to update and change to the 2011 National Electrical Code, update Manufactured Housing, and the Fire Code. By adopting this new legislation will bring Farmington's Construction Codes into compliance with the State Law that will take effect on July 1, 2012. Please see attached ordinance.

Respectfully Submitted,

Eric Miller  
Building Official

Review and Concur

Dave Millheim  
City Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 10-2-070 OF THE FARMINGTON CITY MUNICIPAL CODE REGARDING THE NATIONAL ELECTRICAL CODE, AMENDING SECTION 10-2-090 OF THE SAME REGARDING THE MANUFACTURED HOUSING CODES, AND AMENDING SECTION 10-2-112 OF THE SAME REGARDING THE FIRE CODE**

WHEREAS, the City has previously adopted Title 10 of the Farmington City Municipal Code regarding Building Regulations; and

WHEREAS, the State Legislature has adopted new updates and amendments to the Construction Codes as adopted by the State of Utah pursuant to S.B. 28 of the 2012 General Session of the Utah State Legislature; and

WHEREAS, the City desires to update and amend various provisions of Title 10, Chapter 2, of the Farmington City Municipal Code regarding Construction Codes in accordance with the provisions of S.B. 28 as more particularly provided herein; and

WHEREAS, the City finds that the amendments to Title 10, Chapter 2, regarding Construction Codes, are in the best interest of the public health and safety and will bring Farmington's Construction Codes into compliance with State law requirements;

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

**Section 1. Amendment.** Section 10-2-070 of the Farmington City Municipal Code regarding the Electrical Code is hereby amended to read in its entirety as follows:

**10-2-070. Electrical Code.**

The National Electrical Code (NEC), 2011 Edition, issued by the National Fire Protection Association, as amended and adopted by the State of Utah, is hereby adopted and incorporated herein by reference as the Electrical Code of Farmington City.

Deleted: 2008

**Section 2. Amendment.** Section 10-2-090 of the Farmington City Municipal Code regarding the Manufactured Housing Codes is hereby amended to read in its entirety as follows:

**10-2-090. Manufactured Housing Codes.**

Subject to the provisions of Utah Code Ann. § 15A-2-104, as amended, the following codes and standards are hereby adopted by Farmington City and

Deleted: Section 101 of the State Construction Code Adoption Act and applicable provisions of State law.

incorporated herein by reference: the Federal Manufactured Housing Construction and Safety Standards Act (HUD Code), issued by the Department of Housing and Urban Development and published in 24 CFR Parts 3280 and 3282, as revised April 1, 1990, and as adopted by the State of Utah; Appendix E of the 2009 Edition of the International Residential Code as adopted herein in Section 10-2-030 and adopted by the State of Utah; the 2005 Edition of the NFPA 225 Model Manufactured Home Installation Standard issued by the National Fire Protection Association, as adopted by the State of Utah.

**Deleted:** the Federal Register as set forth in

**Deleted:** promulgated

**Deleted:** . and applicable provisions of Title 58, Chapter 56, of the Utah Code

**Section 3. Amendment.** Section 10-2-112 of the Farmington City Municipal Code regarding the Fire Code is hereby amended to read in its entirety as follows:

**10-2-112. Fire Code.**

The International Fire Code (IFC) 2009 Edition, as issued by the International Code Council, as adopted and amended by the State of Utah, including Appendix B – Fire Flow Requirements for Buildings, Appendix D – Fire Apparatus Access Roads (Sections D 101 through D 105), Appendix F – Hazard Ranking, Appendix I – Fire Protection Systems – Unsafe Conditions, and Appendix J – Emergency Responder Radio Coverage, the National Fire Protection Association, NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2008 Edition, as adopted and amended by the State of Utah, and the National Fire Protection Association, NFPA 1403, Standard on Live Fire Training Evolutions, 2007 edition, as adopted and amended by the State of Utah. are hereby adopted and incorporated herein by reference as the Fire Code of Farmington City. Local amendments adopted by Farmington City that are in effect on June 30, 2010, imposing requirements relating to automatic sprinkler systems for structures built in accordance with the IRC shall remain in full force and effect and are hereby grandfathered pursuant to Utah Code Ann. § 15A-5-401, as amended.

**Deleted:** Appendices

**Deleted:** and

**Deleted:** (NFPA)

**Formatted:** Font: (Default) Times New Roman, Italic

**Deleted:** Section 301 of the State Fire Code Adoption Act.

**Section 4. Severability Clause.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses and words of this Ordinance shall be severable. This Section shall become effective without codification.

**Section 5. Effective Date.** This Ordinance shall become effective on July 1, 2012.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON,  
STATE OF UTAH, ON THIS \_\_\_\_\_ DAY OF JUNE, 2012.

FARMINGTON CITY

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

ATTEST:

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

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bilton	_____	_____
Councilmember Michaelson	_____	_____
Councilmember Ritz	_____	_____
Councilmember Talbot	_____	_____
Councilmember Young	_____	_____

CITY COUNCIL AGENDA

For Council Meeting:  
June 5, 2012

**S U B J E C T: Burke Lane and 1825 West Extension Agreements Recommendations**

**ACTION TO BE CONSIDERED:**

See Staff Report

**GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: May 30, 2012

SUBJECT: **BURKE LANE AND 1825 WEST EXTENSION AGREEMENTS**

### RECOMMENDATIONS

1. Authorize staff to put in to effect the extension agreements on the east side of Burke Lane west of the UTA r.o.w. for curb, gutter, sidewalk, asphalt extension, and other improvements, but with payment plans not to exceed two years.
2. Prepare documents for the Mayor's signature releasing property owners on 1825 West from future obligations to pay for the construction of a sidewalk.

### BACKGROUND

In Farmington, as elsewhere, the City cannot issue a building permit for a dwelling unless the lot abuts a fully improved public street. However, in some developing areas it does not make sense to construct improvements if such improvements do not tie into other improvements and/or if no design exists for the overall street. City ordinance enables the City to issue a building permit in spite of the fully improved public street standard if the property owner signs an extension agreement effectively delaying construction until the City is ready to improve the street. In the event this occurs, the City may call on the agreement, and the property owner is obligated to pay for the improvements. These extension agreements are recorded against the property and run with the land, and sometimes years pass before the City constructs improvements and property owners fulfill the terms of their agreements. Enclosed is a map and a copy of a sample extension agreement for Burke Lane and one for 1825 West. Issues regarding both of these areas are discussed in more detail below.

#### Burke Lane

Burke Lane from the UTA r.o.w. west to 1875 West is not a fully improved street. Howard Kent is ready to develop Spring Creek Phases 5 and 6 and improve the south side of Burke Lane. Meanwhile, extension agreements are in place for 5 of the 6 property owners on the north side of Burke lane between the UTA r.o.w. and 1825 West. The sixth property owner, Sherm Hoskins, is willing to participate even though his property does not have an extension agreement (he owns a vacant lot). The timing is right to improve the entire street now.

City staff met with the property owners on Tuesday, May 22<sup>nd</sup>, and they (the property owners) discussed the possibility of requesting that the City Council waive the sidewalk requirement. They were informed it may be unlikely that the Council will do so because Burke Lane is a minor collector street and provides a key pedestrian connection to the UTA trail. The meeting centered on curb and gutter, and sidewalk, and little was said about asphalt although some remember that staff told residents that the City will pay for the asphalt, which represents a substantial portion of the overall obligation of the extension agreements (see table below). Also, enclosed is more detailed matrix breakdown prepared by the City Engineer, by property owner, of the bid costs for Burke Lane showing a “with asphalt” scenario, and a “without asphalt” scenario. At this writing it is improbable that the property owners understand the magnitude of these asphalt costs. It is recommended that the City work with property owners to establish payment plans, not to exceed two years, for the improvements, including asphalt.

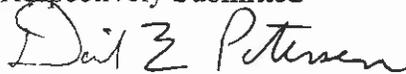
Burke Lane Improvements–Property Owner Costs	
With Asphalt	\$78,028.25
Without Asphalt	\$31,726.50
Difference	\$46,301.75

1825 West (often referred to as the “diagonal”)

Presently 1825 West provides the only connection between Burke Lane and 1875 West Street. When Burke Lane is completed, 1825 West will no longer be needed for this connection and could become a dead-end street. It is proposed that the City block 1825 West at its south end, but still allow pedestrians and bicyclists to make this connection. Motorists traveling west bound on Burke Lane will not mistakenly use this street to go to points north, but will be directed to a four-way stop at 1875 West where turning movements can occur more safely. Storm water drainage from 1825 West also works better if the street is blocked off at its south end. Also; vehicles from 1825 West are better able to enter traffic more safely at the 90 degree “T” intersection at the north end on to 1875 West instead of the more acute angle the now exists at the south connection at Burke Lane.

The City received petition from all five of the 1825 West residents requesting that the City establish their road as a dead-end street and also requesting that the City release them from their obligation to provide sidewalk on the east side of 1825 West [note: extension agreements for sidewalk are recorded against most of these properties]. Staff recommends that the City honor their request. A sidewalk on both sides of a short local dead-end street (with very little traffic) may not be necessary [note: a sidewalk already exists on the west side of the r.o.w.].

Respectively Submitted



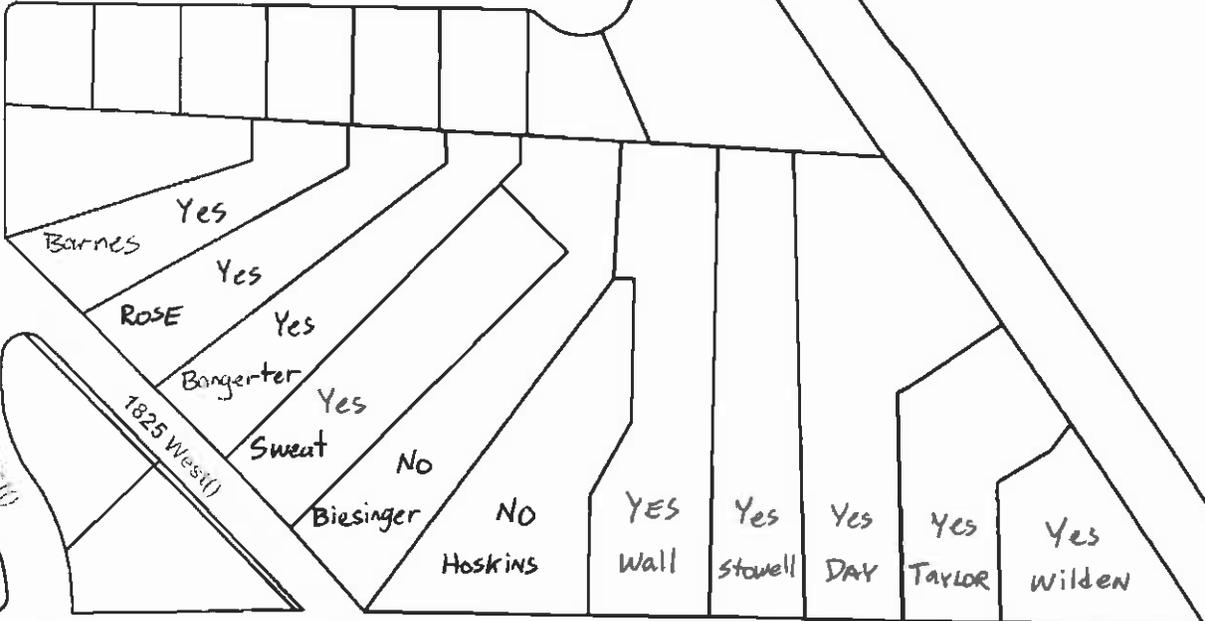
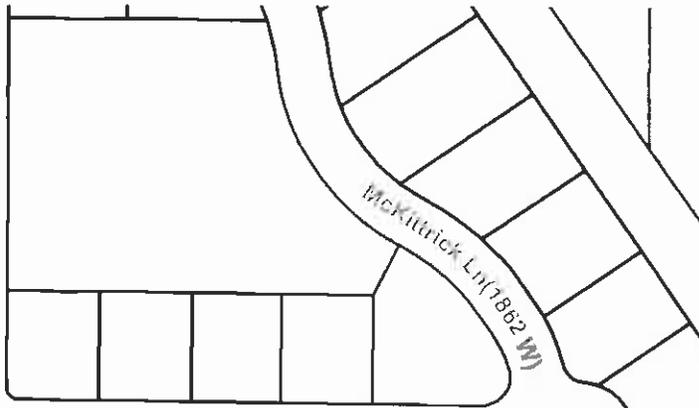
David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

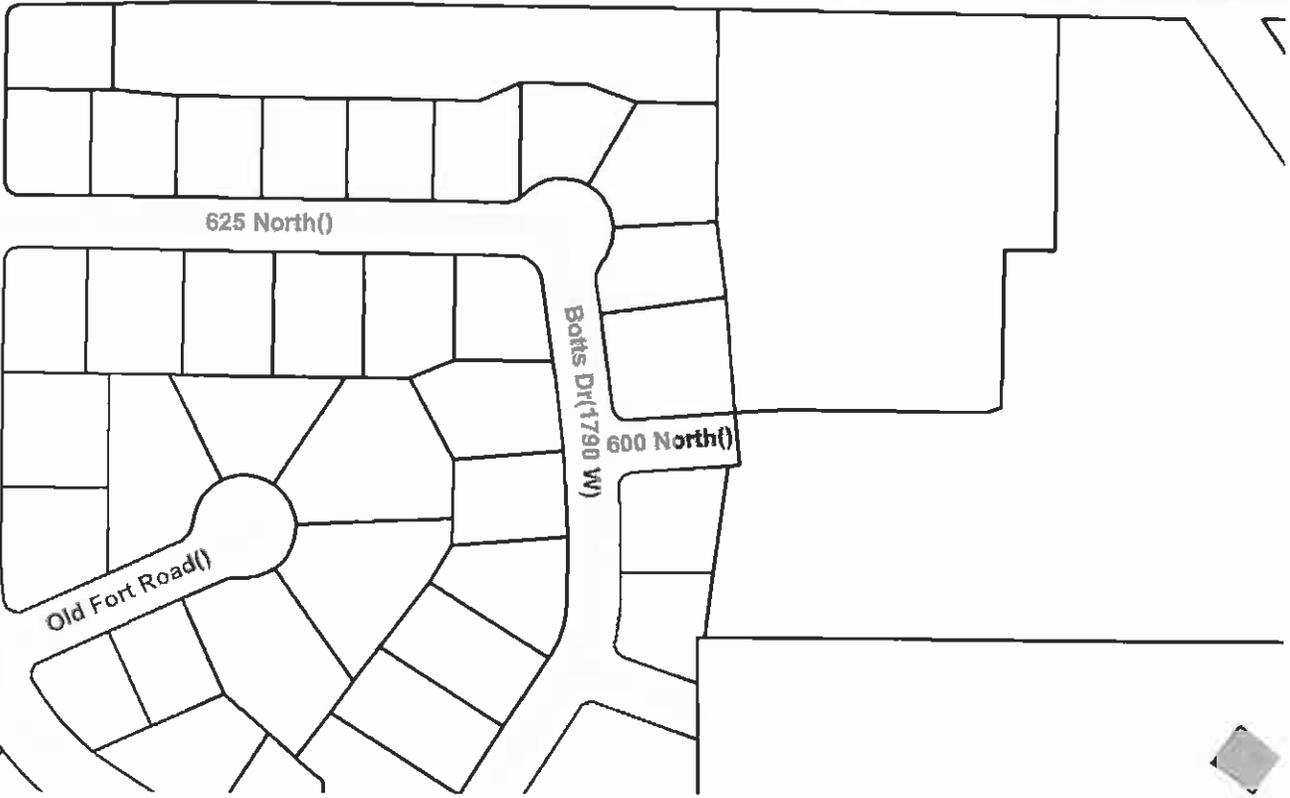
Extension Agreement?  
 YES  
 NO



1825 West()

Burke Ln(675 N)

Burke Ln(675 N)



With Asphalt

### Hoskins- 224.75' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	225	LF	\$12.75	\$2,868.75
5' Sidewalk	225	LF	\$17.50	\$3,937.50
Asphalt Tie- In	2275	SF	\$5.65	\$12,853.75
Drive Approach	210	SF	\$5.00	\$1,050.00
<b>TOTAL</b>				<b>\$20,710.00</b>

### Wall- 125' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	125	LF	\$12.75	\$1,593.75
5' Sidewalk	125	LF	\$17.50	\$2,187.50
Asphalt Tie- In	1500	SF	\$5.65	\$8,475.00
Drive Approach	168	SF	\$5.00	\$840.00
<b>TOTAL</b>				<b>\$13,096.25</b>

### Stowell- 100' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	100	LF	\$12.75	\$1,275.00
5' Sidewalk	100	LF	\$17.50	\$1,750.00
Asphalt Tie- In	1000	SF	\$5.65	\$5,650.00
Drive Approach	210	SF	\$5.00	\$1,050.00
<b>TOTAL</b>				<b>\$9,725.00</b>

### Day- 100' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	100	LF	\$12.75	\$1,275.00
5' Sidewalk	100	LF	\$17.50	\$1,750.00
Asphalt Tie- In	900	SF	\$5.65	\$5,085.00
Drive Approach	266	SF	\$5.00	\$1,330.00
<b>TOTAL</b>				<b>\$9,440.00</b>

### Taylor- 100' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	100	LF	\$12.75	\$1,275.00
5' Sidewalk	100	LF	\$17.50	\$1,750.00
Asphalt Tie- In	800	SF	\$5.65	\$4,520.00
Drive Approach	0	SF	\$5.00	\$0.00
<b>TOTAL</b>				<b>\$7,545.00</b>

### Widen- 215.05' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	216	LF	\$12.75	\$2,754.00
5' Sidewalk	216	LF	\$17.50	\$3,780.00
Asphalt Tie- In	1720	SF	\$5.65	\$9,718.00
Drive Approach	252	SF	\$5.00	\$1,260.00
<b>TOTAL</b>				<b>\$17,512.00</b>

# Without Asphalt

## Hoskins- 224.75' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	225	LF	\$12.75	\$2,868.75
5' Sidewalk	225	LF	\$17.50	\$3,937.50
Drive Approach	210	SF	\$5.00	\$1,050.00
<b>TOTAL</b>				<b>\$7,856.25</b>

## Wall- 125' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	125	LF	\$12.75	\$1,593.75
5' Sidewalk	125	LF	\$17.50	\$2,187.50
Drive Approach	168	SF	\$5.00	\$840.00
<b>TOTAL</b>				<b>\$4,621.25</b>

## Stowell- 100' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	100	LF	\$12.75	\$1,275.00
5' Sidewalk	100	LF	\$17.50	\$1,750.00
Drive Approach	210	SF	\$5.00	\$1,050.00
<b>TOTAL</b>				<b>\$4,075.00</b>

## Day- 100' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	100	LF	\$12.75	\$1,275.00
5' Sidewalk	100	LF	\$17.50	\$1,750.00
Drive Approach	266	SF	\$5.00	\$1,330.00
<b>TOTAL</b>				<b>\$4,355.00</b>

## Taylor- 100' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	100	LF	\$12.75	\$1,275.00
5' Sidewalk	100	LF	\$17.50	\$1,750.00
Drive Approach	0	SF	\$5.00	\$0.00
<b>TOTAL</b>				<b>\$3,025.00</b>

## Widen- 215.05' of Frontage

Item	Quantity	Units	Unit Cost	Cost
Curb and gutter	216	LF	\$12.75	\$2,754.00
5' Sidewalk	216	LF	\$17.50	\$3,780.00
Asphalt Tie- In		SF	\$5.65	\$0.00
Drive Approach	252	SF	\$5.00	\$1,260.00
<b>TOTAL</b>				<b>\$7,794.00</b>

We, the undersigned, propose the following change be made to 1825 West in conjunction with the development of the Spring Creek subdivision. As improvements progress along Burke Lane, the connection between 1875 West and Burke Lane, known as 1825 West, will become redundant. Therefore, the timing is right to create a dead end at the south end of 1825 West where 1825 West intersects with Burke Lane. In the past fifteen years, as traffic has continually increased in this area, there have been numerous accidents and close calls at both ends of this short stretch of road, the most recent occurring in March of 2012 when a minivan rolled in front of the Barnes and Rose homes. By creating a dead end on this street, the safety of all citizens who pass through this area would be greatly enhanced. Also, in connection with this proposal, the citizens who live on 1825 West unanimously agree that the existing sidewalk on the west side of said street is sufficient to meet the current and future needs of the community and, therefore, see no need to incur further expense and inconvenience to construct a sidewalk on the east side of 1825 West. Your consideration of this proposal is greatly appreciated.

Respectfully,  
the citizens of 1825 West

Michael & Debby Barnes, 748 N. 1825 W.

*Michael Barnes*  
*Debby Barnes*

Verl & Nannette Rose, 724 N. 1825 W.

*Verl Rose*  
*Nannette Rose*

Steve & Betty Bangerter, 712 N. 1825 W.

*Steve Bangerter*  
*Betty J. Bangerter*

Lane & Carolyn Sweat, 696 N. 1825 W.

*Lane Sweat*  
*Carolyn Sweat*

Burt & Robin Biesinger, 682 N. 1825 W.

*Burt & Robin Biesinger*

**Zimbra****dpetersen@farmington.utah.gov**

---

**Fwd: City council**

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**From :** Dave Millheim  
<dmillheim@farmington.utah.gov>

Wed, May 23, 2012 05:18 PM

**Subject :** Fwd: City council

**To :** Dave Petersen  
<dpetersen@farmington.utah.gov>

**Cc :** Scott Harbertson <sharbertson@thb-inc.com>

Dave -- Spoke to the Mayor today about the staff report you are working on for this item for the next Council meeting. Please add this email stream to the background as related to the residents request for waiver. Staff recommendation will not be to waive the extension agreement requirements but to have Council set a fair amount of time for the residents to make their proportionate payments. Also make sure we notice all those residents along Burke Lane and 1825 West affected of the Agenda item.

Thanks

Dave Millheim  
City Manager

----- Forwarded Message -----

From: "SCOTT C HARBERTSON" <scottharbo@msn.com>  
To: stowellkyle@yahoo.com  
Cc: "\*Dave Millheim" <dmillheim@farmington.utah.gov>  
Sent: Wednesday, May 23, 2012 5:04:58 PM  
Subject: RE: City council

Kyle,

We will add your request to our next City Council agenda which is Tuesday June 5th @7:00 pm.

Thanks,

Scott

Scott C. Harbertson  
28 East 930 North  
Farmington, Ut. 84025  
(801) 451-2744 (Home)  
(801) 540-1960 (Cell)

> Subject: City council  
> From: stowellkyle@yahoo.com  
> Date: Tue, 22 May 2012 18:23:10 -0600  
> To: scottharbo@msn.com  
>  
> We would like an audience at the next city council meeting to seek a waiver on the improvements discussed. As work begins June 3rd, we need an expedited process.  
>  
> Kyle Stowell  
> 801 205-5292

---

RETURNED

MAR 11 2005

01082

E 2057893 BK 3743 PG 1082-1088  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
03/11/2005 10:00 AM  
FEE \$20.00 Pgs: 7  
REC'D FOR FARMINGTON CITY C  
ORP

SW 14-3n-1w

PUBLIC IMPROVEMENTS EXTENSION AGREEMENT

THIS AGREEMENT, made and executed this 15 day of Feb, 2005, by and between FARMINGTON CITY, a municipal corporation, hereinafter referred to as "City" and [redacted] of Farmington, hereinafter referred to as "Owner".

In consideration of the mutual covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The City hereby grants Owner a temporary extension of time with respect to the City's requirement for installation of the following specific Improvements (the "Improvements") consisting of see Exhibit A, Item 2; asphalt extension to curb abutting and/or pertaining to the real property owned by Owner located at 1761w. Burke Lane in Farmington City, Davis County, Utah, and more particularly described as follows:

*See Exhibit C parcel # 08-059-0040*

*This legal description includes all of parcel #08-059-0032, not just the parcel for which the building permit is issued.*  
It is expressly understood and agreed that the City is granting this temporary extension of time conditioned upon and subject to the Owner's agreement herein to install the Improvements in strict accordance with the specifications, rules, and regulations promulgated therefor by City and which are in effect at the time the Improvements are installed.

2. Owner hereby covenants that Owner will hereafter, upon written request by the City, immediately install the aforesaid Improvements at no cost to the City.

3. If, for any reason, Owner does not install and complete the Improvements within 90 days after having been requested in writing by City to do so, the City is hereby authorized to install and complete the Improvements at the sole expense of the Owner at that time and to charge the Owner and/or the above-described property with the cost of said installation and completion. The cost incurred by the City to install and complete the Improvements upon the failure of Owner to do so, together with interest thereon at ten percent (10%) per annum compounded annually and all costs and reasonable attorney's fees incurred by the City shall be a charge on the land described hereinabove and shall be a continuing lien upon the above-described property and shall be promptly paid by the Owner. The City may commence an action against the Owner to collect the foregoing charges and to foreclose the lien against the above-described property. Upon foreclosure of the lien provided herein by the City, should any deficiency remain, Owner shall remain liable for payment of the deficiency.

4. Owner hereby represents and warrants that Owner owns fee title interest to the above-described property and further hereby confesses judgment for Owner, Owner's heirs, representatives, and successors in interest for the total of any and all amounts expended by City for the installation and completion of the Improvements and any expenses related thereto.

5. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon the heirs, representatives, devisees, assigns and successors in interest of the parties hereto. To this end, the parties agree that this document shall be recorded in the office of the Davis County Recorder.

6. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

7. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first hereinabove written.

FARMINGTON CITY

*David M. Connors*

David M. Connors, Mayor

OWNER

[Redacted signature]

ATTEST:

*Margy Lomas*  
Margy Lomas, City Recorder

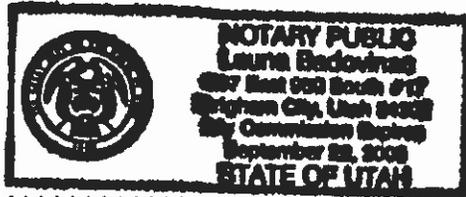


OWNER ACKNOWLEDGEMENT

STATE OF UTAH       )  
                                  : ss.  
COUNTY OF DAVIS    )

On this 15<sup>th</sup> day of February, 2005, personally appeared before me  
[redacted], signer of the foregoing instrument who duly  
acknowledged to me that he/they executed the same.

Laura Badovinac  
Notary Public  
Residing at: \_\_\_\_\_



\*\*\*\*\*

CITY ACKNOWLEDGEMENT

STATE OF UTAH       )  
                                  : ss.  
COUNTY OF DAVIS    )

On this 2<sup>nd</sup> day of March, 2005, personally appeared before me DAVID M.  
CONNORS and MARGY LOMAX, who being by me duly sworn did say that they are the Mayor and City  
Recorder, respectively, of Farmington City Corporation, a municipal corporation, and that the foregoing  
instrument was signed in behalf of said City by authority of its City Council.

Susan K. Bryce  
Notary Public  
Residing at: Farmington, UT



Historic beginnings



130 North Main  
P. O. Box 160  
Farmington, Utah 84025-0160  
Telephone (801) 451-2383  
Fax (801) 451-2747

RICK DUTSON  
DAVID S. HALB  
LARRY W. HAUGEN  
SUSAN TANNER HOLMES  
SID YOUNG  
Council Members

David M. Connors  
Mayor

MAX FORBUSH  
City Manager

KEITH JOHNSON  
Finance Director

MARGY L. LOMAX  
Recorder

GLORIA B. ANDERSON  
Treasurer

May 28, 2004

*Exhibit A*

J.R. Warner  
1286 South Via La Costa Way  
Kaysville, Utah 84037

Dear Mr. Warner:

The Farmington Planning Commission voted on May 13, 2004, to **approve** your application #S-8-04 for a two lot subdivision by meets and bounds on property located at 1774 West 650 North (Burke Lane) subject to all applicable Farmington City standards and ordinances and the following conditions:

1. The property must be rezoned from A to AE.
2. The property owner must enter into a public improvement extension agreement with the City for the entire length of the property (Davis County Tax I.D. #08-059-0032, the eastern parcel) as it fronts Burke Lane from east to west. Said agreement shall include but not be limited to construction and funding requirements regarding future public curb and gutter, asphalt and road base, sidewalk, and underground utilities, including storm drain.

*Improvements to be made in Public Improvements Extension Agreement*

If you should have any comments or questions, please feel free to contact our office at 451-2383.

Sincerely,

David E. Petersen, AICP  
City Planner/Zoning Administrator

cc: Max Forbush, City Manager  
Paul Hirst, City Engineer

**ROBINSON, BIEHN & BIEHN, INC.**

Professional Land Surveyors

5330 South 900 East, Suite 120

Salt Lake City, Utah 84117-7261

(801) 266-1118 • (801) 262-5814 Fax

Lee E. Robinson, PLS

Ted M. Biehn, PLS

Tim E. Biehn, PLS

**RBB**

*Exhibit C*

*#08-059-0040*

**ONE ACRE LOT DESCRIPTION**

Beginning at the Northeast Corner of that certain Quit-Claim Deed recorded as Entry No 1651629, Book 2781, Page 407 of Official Records, said Northeast Corner also being N89°52'00"E 1021.13 feet along the Section Line (Basis of Bearing) and S34°40'00"E 759.75 feet along the westerly right-of-way line of the D & R G.W. Railroad and N87°07'00"W 173.48 feet from the West Quarter Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian,

thence S0°51'27"W 488.93 feet along the easterly line of said Quit-Claim Deed to the north line of Burke Lane,

thence S89°36'50"E 100.00 feet along said north line of Burke Lane;

thence N1°37'53"W 485.78 feet;

thence N87°07'00"W 78.95 feet to the point of beginning Contains 1.0000 acre



AGREEMENT

This Agreement is to acknowledge that Buyer is responsible for the following. utility , sewer, water, building permits, curb and gutter If Buyer sells this property, Buyer must make new owner aware if any have not been put in. Buyer is also responsible for secondary water.

Property known as 1 acre parcel in Farmington Tax Id. No. 08-059-0040

Dated February 18, 2005.



BUYERS

JRW PROPERTIES, L.L.C.

*John Warner member*  
JOHN WARNER, Member

*Toni Warner member*  
TONI WARNER, Member

SELLERS

18/15

Sample 1825 West Extension Agreement

97-87

RECORDED  
APR - 2 1997

IMPROVEMENT AGREEMENT  
AND  
GRANT OF LIEN

E 1314719 8 2113 P 852  
JAMES ASHAUER, DAVIS CNTY RECORDER  
1997 APR 4 2:36 AM FEE 12.00 DEP NT  
REC'D FOR [REDACTED]

This agreement is made and entered into by and between  
[REDACTED]

hereinafter referred to as "Applicant," and DAVIS COUNTY, a political subdivision of the State of Utah, hereinafter referred to as the "County."

This agreement is made and entered into by the plaintiff parties based on the following recitals:

A. Applicant is the owner of certain real property \_\_\_\_\_, which is a county road. The property is located at 748 N. 1875 W. and is more particularly described in the attached Exhibit "A" to this agreement.

B. Section 2-2-3(4) of the *Davis County Development Code*, which code is now in effect in Davis County, requires the Applicant to install certain public roadway improvements to include curb, gutter, and sidewalk improvements as described in the *Davis County Subdivision Ordinance*, prior to the issuance of a building permit unless those improvements have previously been installed.

C. Those public roadway improvements are to be installed in the County owned public right-of-way and not on the Applicant's property.

Therefore, in consideration of the mutual conditions contained in this agreement, the parties hereto do hereby agree as

follows:

1. Agreement for Postponed Installation.

A. The parties agree that the Applicant may postpone compliance with the improvement provisions of Section 2-2-3(4) of the *Davis County Development Code* until such time as the County Commissioners shall, in their considered discretion, determine that the said improvements should be installed.

B. The Commission's decision shall take into consideration the general overall development of the area; however, it is expressly understood and agreed that the Commission may, at its discretion, order the required improvements to be made at any time.

2. Postponement of Installation.

A. Upon receipt of a written notice that the County Commission has made the determination that the above-described improvements are to be installed, the Applicant, or his successor in interest in the ownership of the above-described property, shall, within a reasonable time after receipt of the notice, install the said improvements at the Applicants own expense. In the alternative, at the option of the County, and in the event a special improvement district has been organized for the purpose of installing the said improvements, the Applicant shall pay Applicant's share of the costs of such improvements through the said special improvement district.

B. In the event the Applicant fails or refuses to install the said improvements within a reasonable time after

receipt of the notice of determination from the County, the County may cause the said improvements to be installed and the Applicant shall, within a reasonable amount of time, reimburse the County for all costs incurred by the County in installing the improvements. The lien described in Paragraph 5 of this agreement shall include the costs of installation incurred by the County.

3. Compliance with County Ordinances and Specifications.

A. The installation of said improvements shall be done in accordance with all applicable County Ordinances, codes, specifications, standards, and any administrative rules or regulations pertinent thereto, as of the time of installation.

B. All work shall be subject to the inspection of the County Building Official or his agent; and any question as to conformity with County specifications or standards or as to the technical sufficiency of the work shall be decided by the said Building Official, and his decision shall be final and conclusive.

4. Grant of Lien.

A. Applicant hereby gives and grants a lien to County on the real property described on Exhibit "A" to insure compliance with this agreement by Applicant.

B. For the purpose of giving notice of such lien, it is agreed that this agreement shall be recorded in the office of the Davis County Recorder and shall continue to be a lien against the said real property until the installation of said improvements are completed or the County is reimbursed for the costs of installation as hereinabove provided. Thereafter, the lien shall

be discharged by the County.

E 1314719 B 2113 P 855

C. Applicant shall pay the expenses of recording and discharging the said lien.

5. Successors, Enforcement. This agreement shall run with the land and be binding on the parties hereto, their successors or assigns. Should the services of an attorney be required to enforce this agreement, the defaulting party agrees to pay a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, each of which shall be deemed an original, this 5th day of April, 1997.

APPLICANT(S):

[Redacted signature]

[Redacted signature]

DAVIS COUNTY:

BY Dannie R. McConkie  
Dannie R. McConkie, Chairman  
Board of County Commissioners

ATTEST:

for Nancy Birmingham  
Margene Isom  
Davis County Clerk/Auditor

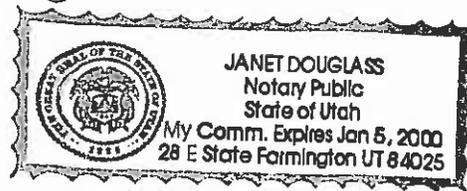
STATE OF UTAH )  
COUNTY OF DAVIS )

E 1314719 R 2113 P 856

On this 18<sup>th</sup> day of Oct., 1996, personally appeared before me [REDACTED] who duly acknowledged to me that he executed the foregoing agreement.

Janet Douglass  
NOTARY PUBLIC

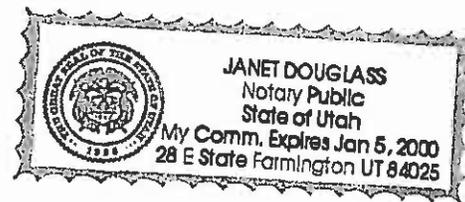
improve.frm



STATE OF UTAH ]  
COUNTY OF DAVIS ]

On this 12 day of Nov., 1996, personally appeared before me [REDACTED] who duly acknowledged to me that she executed the foregoing agreement.

Janet Douglass  
Notary Public



BEG AT A PT N 89°52' E 1021.13 FT ALG THE 1/4 SEC LINE TO W LINE OF A RR R/W & S 34°40' E 759.75 FT ALG SD R/W AND N 87°07' W 654.63 FT FR THE W 1/4 COR OF SEC 14-T3N-R1W SLM: RUN TH S 0°23'10" W 45 FT; TH S 71°59'45" W 266.86 FT TO E LINE OF A ROAD; TH S 44°34'30" E ALG SD ROAD 110 FT M/L TO PPTY CONV IN 632-373; TH N 60°35'44" E 317.35 FT; TH N 0°23'10" E 45 FT; TH N 87°07' W 100 FT M/L TO POB. CONT. 0.5991 ACRES

CITY COUNCIL AGENDA

For Council Meeting:  
June 5, 2012

**SUBJECT: Subdivision Ordinance Text Amendment for Surety Bonds and Length of Warranty Periods.**

**ACTION TO BE CONSIDERED:**

Approve the attached amendments to the Subdivision Ordinance to eliminate surety bonds as a mechanism for providing security for public improvements, and reduce the warranty period for public improvements from 2 years to 1 year.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Christy Alexander.

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: May 25, 2012

SUBJECT: SUBDIVISION ORDINANCE TEXT AMENDMENT FOR SURETY BONDS  
AND LENGTH OF WARRANTY PERIODS

### RECOMMENDATION

Approve the attached amendments to the Subdivision Ordinance to eliminate surety bonds as a mechanism for providing security for public improvements, and reduce the warranty period for public improvements from 2 years to 1 year.

### BACKGROUND

Farmington City amended its Subdivision Ordinance on June 21, 2000 to allow surety bonds as an acceptable type of security for public improvements. Although the City's legal counsel recommended otherwise, the City Council decided it was the right thing to do for a particular development. Now the City Manager, Dave Millheim (who has extensive development experience), and with the concurrence of the City Attorney, recommends that the City remove surety bonds as an option for developers.

Some time ago, the state legislature amended the state code establishing the warranty period for public improvements not to exceed 12 months; whereas our ordinance still states "a period of two years".

The Planning Commission voted unanimously on April 26, 2012 to recommend these amendments for approval.

Respectively Submitted

Christy J. Alexander  
Associate City Planner

Review and Concur

Dave Millheim  
City Manager

**FARMINGTON, UTAH**  
**ORDINANCE NO. 2012 -**

**AN ORDINANCE AMENDING SECTION 12-6-170 OF THE FARMINGTON CITY SUBDIVISION ORDINANCE REGARDING THE ELIMINATION OF SURETY BONDS AND SECTION 12-7-100 REGARDING THE LENGTH OF WARRANTY PERIODS.**

**WHEREAS**, the Planning Commission has held a public hearing regarding text changes to eliminate surety bonds as an acceptable means of providing security for public improvements and reducing the length of warranty periods for public improvements from two years to one year; and recommended that this ordinance 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 change proposed;

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

**Section 1. Amendment.** Section 12-6-170 of the Farmington City Subdivision Ordinance is hereby amended to read in its entirety as set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

**Section 2. Amendment.** Section 12-7-100 of the Farmington City Subdivision Ordinance is hereby amended to read in its entirety as set forth on Exhibit "A".

**Section 3. Severability.** If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. 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 5th day of June, 2012.

**FARMINGTON CITY**

\_\_\_\_\_  
Scott C. Harbertson  
Mayor

**ATTEST:**

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

## Exhibit "A"

### 12-6-170 Security Bond - Subdivider.

Prior to the installation of or any work on any required public improvements, the Subdivider shall enter into a security bond agreement acceptable to the City to insure completion of all public improvements required to be installed in the subdivision. The bond agreement shall be in a form and contain such provisions as approved by the City Attorney. The bond agreement shall include, but not be limited to, the following:

- (a) Incorporation by reference of the final plat and all accompanying data required herein which is used to compute the cost of the improvements by the City Engineer;
- (b) Completion of the improvements within a period of time not to exceed two (2) years from the date the bond agreement is executed;
- (c) The improvements shall be completed to the satisfaction of the City and according to City standards, as established by the City Engineer and as specified in Chapter 8 of this Title;
- (d) The bond amount shall be equal to one hundred twenty percent (120%) of the City Engineer's estimated cost of the public improvements to be installed;
- (e) The City shall have exclusive control over the bond proceeds and they may be released only upon written approval of the City Manager;
- (f) The bond proceeds may be reduced upon request of the Subdivider as the improvements are installed. The amount of the reduction shall be determined by the City. Such requests may be made only once every thirty (30) days and no reductions shall be authorized until such time as the City has inspected the improvements and found them to be in compliance with City standards. All reductions shall be by the written authorization of the City Manager;
- (g) If the bond proceeds are inadequate to pay the cost of the completion of the improvements according to City standards for whatever reason, including previous reductions, the Subdivider shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until the improvements are completed or, with City Council approval, a new bond, satisfactory to the City, has been executed and delivered to the City to insure completion of the remaining improvements;
- (h) If, upon written demand by the City after expiration of the time period, bond proceeds are not transferred to the City within thirty (30) days, the City's costs of

obtaining the proceeds, including attorney's fees and court costs, shall be deducted from the bond proceeds;

- (i) Upon receipt of the bond proceeds, after the expiration of the time period, the costs of completion shall include reimbursement to the City for the costs of administration incurred by the City in obtaining the completion of the improvements;
- (j) The Subdivider shall agree to hold the City harmless from any and all liability which may arise as a result of the improvements which are installed until such time as the City certifies the improvements as complete;
- (k) The bond agreement shall be one of the following types as dictated by the City:
  - (i) A Cash Bond Agreement accompanied by a cashier's check or a money market certificate made payable only to the City;
  - (ii) An Escrow Bond Agreement and an escrow account with a financial institution Federally insured;
  - (iii) A Letter of Credit Bond Agreement accompanied by an irrevocable letter of credit with a financial institution Federally insured; or
  - ~~(iv) A Surety Bond Agreement executed by an acceptable bonding company authorized to do business in the State of Utah guaranteeing completion of all improvements required by the City.~~
- (l) The City reserves the right to reject any bond. The bonds required by this Section are for the sole benefit of the City. The bonds are not for the benefit of any individual citizen or identifiable class of citizens, including the owners or purchasers of lots within the subdivision or project;
- (m) The time period for the completion of the required public improvements may be extended in the following manner upon approval of the City Council:
  - (i) The Subdivider may submit a new bond for approval.
  - (ii) The existing bond may be extended upon payment, by the Subdivider, of the actual administrative costs incurred in reevaluating the sufficiency of the bond amount.

AND

**12-7-100 Warranty Period.**

The warranty period shall commence upon the date that all improvements required by the City to be installed within the subdivision have been completed to the satisfaction of the City and a final inspection thereof has been made approving the same. The warranty period shall commence at that date and shall continue for a period of ~~two (2)~~ one (1) years thereafter. If any deficiencies are found by the City during the warranty period in materials or workmanship, the Subdivider shall promptly resolve such defects or deficiencies and request the City Engineer to reinspect the improvements. At the end of the two-year warranty period, the Subdivider shall request the City Engineer to make a final warranty period inspection of all improvements. If the City Engineer verifies that the improvements are acceptable, the City Engineer shall notify the City Manager, who shall refer the matter to the City Council. The City Council shall then review the matter and upon approval of the same shall release the balance of the security posted by the subdivider under the bond agreement.



Planning Commission Staff Report  
April 26, 2012

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**Item 5: Subdivision Ordinance Text Amendments – Surety Bonds and Length of Warranty Periods**

Public Hearing:	Yes
Application No.:	ZT-1-12
Property Address:	City-wide
General Plan Designation:	NA
Zoning Designation:	NA
Area:	NA
Number of Lots:	NA
Property Owner:	NA
Agent:	NA

*Request: It is proposed that the City amend its Subdivision Ordinance eliminating surety bonds as a mechanism for providing security for public improvements, and reduce the warranty period for public improvements from 2 years to 1 year.*

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**Background Information**

Farmington City amended its Subdivision Ordinance on June 21, 2000 to allow surety bonds as an acceptable type of security for public improvements. Although the City's legal counsel recommended otherwise, the City Council decided it was the right thing to do for a particular development. Now the City Manager, Dave Millheim (who has extensive development experience), and with the concurrence of the City Attorney, recommends that the City remove surety bonds as an option for developers.

Some time ago, the state legislature amended the state code establishing the warranty period for public improvements not to exceed 12 months.

**Suggested Motion**

Move that the Planning Commission recommend that the City Council eliminate a surety bond as an acceptable form of security and reduce the warranty period for public improvements from 2 years to 1 year by amending Sections 12-6-170 and Section 12-7-100 as per the attached Exhibit "A".

**Findings**

1. Surety bonds are difficult to collect, as opposed to cash bonds, escrow bonds, or a letter of credit bond.
2. Surety bonds are difficult to assign.

3. If a project is sold to a third party the City's ability to enforce the bond (i.e. a surety bond) is placed at great risk because an attorney for such a third party may successfully argue that the surety was only for the original developer and not his client.
4. Unlike cash bonds, escrow bonds or a letter of credit bond, the City has no ability to evaluate the financial strength of the guarantor of a surety bond.
5. State law states that warranty periods for security bonds shall not exceed 12 months.

**Supplemental Information**

1. Section 12-6-170
2. Section 12-7-100

**Applicable Ordinances**

1. Title 12 - Chapter 6 Major Subdivisions.
2. Title 12 - Chapter 7 General Requirements for All Subdivisions.

For Council Meeting:  
June 5, 2012

**SUBJECT: City Manager Report**

1. Upcoming Agenda Items

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

**June 19, 2012 – Staff Reports Due: June 8<sup>th</sup>**

***Work Session 4:00 Transportation Project Review***

Presentation: Update by Historic Preservation Commission

Action Items:

HHI Trail Easement

Summary Action Items:

- Approval of Minutes of Previous Meetings
- Ratification of Approvals of Storm Water Bond Logs
- Approval of Disbursement Lists

Public Hearing:

Amend FY2012 and Adopt FY2013 Budget

CITY COUNCIL AGENDA

For Council Meeting:  
June 5, 2012

**SUBJECT: Mayor Harbertson & City Council Reports**

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