

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 continue discussion regarding the water plan and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, July 14, 2015, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

CONTINUED ITEMS:

7:05 Long Range Water Action Plan

PUBLIC HEARINGS:

7:20 Cornerstone Subdivision Plat Amendment and Minor Plat Approval

7:30 Meadows at City Park Preliminary (PUD) Master Plan and Schematic Plan

7:40 Park Lane Commons Phase III Schematic Subdivision

NEW BUSINESS:

8:00 Proposed Street Cross Section Modification for Park Lane, 1100 West and Clark Lane

SUMMARY ACTION:

8:10 Minute Motion Approving Summary Action List

1. Approval of Minutes from City Council held on June 16, 2015
2. Approval of Minutes from City Council held on June 30, 2015
3. Interlocal Agreement with Davis County regarding the "Tour of Utah"

4. McGreens & Sons Agreement for Construction of the 1470 South Waterline Replacement Project
5. Kilgore Agreement to Construct the FY2016 Road Maintenance Project

GOVERNING BODY REPORTS:

8:15 City Manager Report

1. Executive Summary for Planning Commission held on July 2, 2015
2. Police & Fire Monthly Activity Report for May and June
3. Pool Stats for May & June
4. Justice Court Update
5. Update to City Website & City Logo

8:30 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 9th day of July, 2015.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
July 14, 2015

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

It is requested that City Councilmember Doug Anderson give the invocation to the meeting and it is requested that City Councilmember John Bilton 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:
July 14, 2015

SUBJECT: Water Plan

ACTION TO BE CONSIDERED:

Implement the water plan outlined, by allowing staff to begin work on the following: perform fault explorations, well siting studies, master plan RFP, begin designs for a well and water tank, and explore funding options for the remaining funds needed.

GENERAL INFORMATION:

See enclosed staff report for recommendation prepared by Walt Hokanson, Larry Famuliner and Chad Boshell

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Walt Hokanson, Larry Famuliner, & Chad Boshell

Date: June 30, 2015

SUBJECT: **WATER PLAN**

RECOMMENDATION

Implement the water plan outlined below by allowing staff to begin work on the following: perform fault explorations, well siting studies, master plan RFP, begin designs for a well and water tank, and explore funding options for the remaining funds needed.

BACKGROUND

Farmington supplies the culinary water with 3 wells spread throughout the City. The City has a water master plan that was implemented in 1995 and updated in 2001 and 2009. This plan outlines the City's culinary water supply and needs. The City has had tremendous growth over the last 15 years and has grown faster than the development of new water supplies and storage. The City's current water situation is in need of significant new water development and storage capacity. There are many different reasons why the City is in its current position, the following is a list and discussion of a few of them:

1. The City has grown faster than our foresight and planning. The master plan growth projections showed that in the year 2015 and 2025 the City's population to be 17,483 and 20,791 respectively. The City's current population is estimated at 21,500, ten years ahead of what was planned.
2. The City developed the Community Center well which produces approximately 300 gallons per minute (gpm) far short of the 1500 gpm called for in the master plan and hoped for when drilled.
3. The Community Center well produced water that was not up to its resident's standards and much time and money has been and will be spent to achieve usable water.
4. A site for a new water storage tank has taken years to locate due to fault lines, private property, access, and the exploration of other possible sites.
5. Potential well and tank site on the Armstrong property delayed the investigation of the other potential sites and developments.

The City currently has the following wells and tanks:

1. Well 1: Produces 1,500 gpm (2.16 MGD) average flow & 1,800 gpm (2.59 MGD) peak

2. Well 2 (Woodland Well): Produces 350 gpm
3. Well C-5: Produces 260 gpm
4. 9 storage tanks totaling 6.55 million gallons.

According to the existing water master plan the City needs approximately 2,000 gpm of water supply and 4 million gallons of storage by build out.

Staff has discussed our capacity and needs and have developed a plan that will get the City back on track with the master plan and construct the infrastructure needed to provide for the City's needs. The plan proposes projects and studies that need to happen to accomplish the goals and needs of the City. The plan outlined below lists the steps and projects needed with cost estimates, timelines, and funding options:

1. Community Center Well: (June – December, Impact fee eligible)
 - a. Construct and install the ozone to achieve usable water - \$500,000
2. Master Plan: (June – December, Impact fee eligible)
 - a. Create new master plan and IFFP - \$55,000
 - b. Model - \$35,000
 - c. Impact Fee Update - \$10,000
3. Develop 1 of 2 wells - (June 2015 – June 2016, Impact fee eligible) \$1.2-1.5 million
 - a. Well siting - study for 3-4 sites
 - b. Test wells – bid 2 drill both as needed
 - c. Well house
4. Design and Construct 2 million gallon tank - \$ (June 2015 – December 2016, Impact fee eligible) \$1.7 million
 - a. Potential tank site fault exploration – 2-3 potential sites
 - b. Design Engineering RFP
 - c. Construction
5. Develop 2 of 2 wells - (Jan. 2017 – Dec. 2017) \$1.2-1.5 million
 - a. Well siting
 - b. Test wells
 - c. Well house
6. Design and Construct 2 million gallon tank - (Jan. 2018 – Dec. 2018) \$1.7 million
 - a. Potential tank site fault exploration
 - b. Design Engineering RFP
 - c. Construction
7. Burke Lane I-15 water line crossing if needed - \$1 million

SUPPLEMENTAL INFORMATION

Well and Tank Site Location Map

Respectively Submitted



Chad Boshell
City Engineer

Reviewed and Concur



Dave Millheim
City Manager

Water Projects Financing Plan

1.	FY 16	Community Center Well Impact Fees		500,000
2.	FY 16	Master Plan Impact Fees		100,000
3.	FY 16	Develop New Well and build pump house w/ equip. Impact Fees		1,500,000
4.	FY 16 -17	Replace Spencer Reservoir 67% Impact Fees 33% Operation	1,139,000 561,000	1,700,000
		Total Cost of Projects		<u>3,800,000</u>
		Operational Impact Fees	561,000 3,239,000	

Financing Plan

1.	Operational Costs (from fund balance)	561,000
2.	Impact Fee Costs	3,239,000
	Less Impact fee cash reserves	1,709,000
	Total Cost Needed to Finance	1,530,000
3.	10 yr Bond Issuance Impact Fees	1,530,000

CITY COUNCIL AGENDA

For Council Meeting:
July 14, 2015

PUBLIC HEARING: Minor Subdivision/Plat Amendment for Cornerstone Subdivision Amended

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by David E. Petersen

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 14, 2015

SUBJECT: **MINOR SUBDIVISION/PLAT AMENDEMENT FOR CORNERSTONE
SUBDIVISION AMENDED**

RECOMMENDATION

- A. Hold a public hearing.
- B1. Move that the City Council follow the recommendation of the Planning Commission and deny the item based on the following reasons:

Findings:

1. The purpose of the planning process that applicants go through is to let future buyers know what is intended in the subdivision;
2. Existing property owners bought their property because the subdivision is low density;
3. Comparisons to surrounding lot sizes was appropriate when the development was initially approved, but after most of the lots have been sold, it is not an appropriate consideration any longer;
4. Questions were also had about how the applicant may accommodate the borders of the lots to meet the requirements of 20,000 sq. ft. for the zone, and how the lots would then compare to the surrounding area.

- OR -

- B2. Move that the City Council approve the proposed minor plat and amend the Cornerstone Subdivision Amended plat thereby subdividing Lot 19 thereof and creating one additional lot as requested by the applicant subject to all applicable Farmington City standards and ordinances and the Council approving the additional lot by resolution.

Findings:

1. The applicant's request results in lots consistent in size with other lots in the vicinity and district.
2. The new lot, and remaining portion of 19 (and Lot 18) will be equal or greater than the minimum 12,000 square foot alternative lot size standard in the LS zone, and the applicant has previously demonstrated that a TDR (Transfer of Development Right) as per Section 11-11-050 of the Zoning Ordinance is not necessary.
3. An existing older, but not historic, single family home is situated on the property. This dwelling is nonconforming as to its orientation because it does not properly face the street. There is good cause for the proposed plat amendment because it results in lots sizes compatible with other lots in the subdivision and area, and it is likely that the owner, or future owner, will remove the existing home and replace it with a dwelling which conforms to City standards.
4. No Public Street, right-of-way, or easement will be vacated or amended.

BACKGROUND

The Evans' submitted a petition to the City requesting approval to amend the Cornerstone Subdivision Amended plat subdividing Lot 19 therein thereby creating one additional lot in the subdivision. A plat will be required which constitutes a minor subdivision.

The Cornerstone Subdivision Amended, containing 4 lots and recorded on October 18, 2005, was part of the larger Cornerstone Subdivision, recorded on January 17, 1997, and consisting of what was then 16 Lots. The north and east boundary of the greater subdivision is adjacent to the Fruit Heights City corporate limits. In 1997, adjacent property in Fruit Heights remained undeveloped and the City caused the Evans family, developers of the Cornerstone Subdivision, to stub Evans Way to the City limit line in hopes of creating better traffic circulation in the future between the two municipalities. But as property continued to develop, Fruit Heights did not reciprocate in kind by requiring a connection at Evans Way and it is now impossible to move from one city to the other at this location. Subsequently, the City approved Cornerstone Subdivision Amended vacating that portion of Evans Way, which is no longer needed, back to the property owners.

The Cornerstone Subdivision is located at the end of Summerwood Drive which does not conform to City dead end street standards. It is greater than 1,000 feet in length. In 1997, Harley and Jean Evans could have obtained more lots, but the City limited the total number to 16 as per Section 12-7-040(4)(d) of the Subdivision Ordinance (see attached).

In consideration of the plat amendment, as per Section 10-9a-609 of the State Code, the City must determine if there is good cause for the amendment and if no public street, right-of-way, or easement has been vacated or amended.

Supplemental Information

1. Vicinity Aerial Map.
2. Evans Petition.
3. Proposed subdivision (schematic plan).
4. Cornerstone Subdivision Amended final plat map.
5. Cornerstone Subdivision final plat map.
6. Analysis of Lots and lot sizes elsewhere in the vicinity.
7. Section 12-7-040(4)(d) – Nonconforming Dead-end Streets.
8. Section 11-28-050(a) – Main Building to Face Front.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager



May 27, 2015

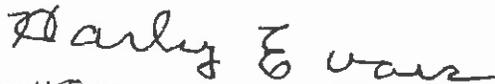
Farmington City
Mayor Jim Talbot and
Members of the Farmington City Council
160 S Main
Farmington, Utah 84025

Dear City Leaders,

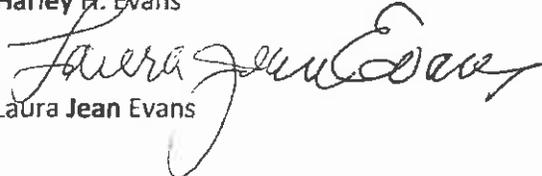
We are requesting that you consider our petition to make a small change to the Cornerstone Subdivision Amended Plat. Our proposal is to divide Lot 19 into two approximately equal size lots as shown on the attached drawing. Each lot would have one-hundred (100') foot frontages.

Your consideration of our request is greatly appreciated.

Sincerely,



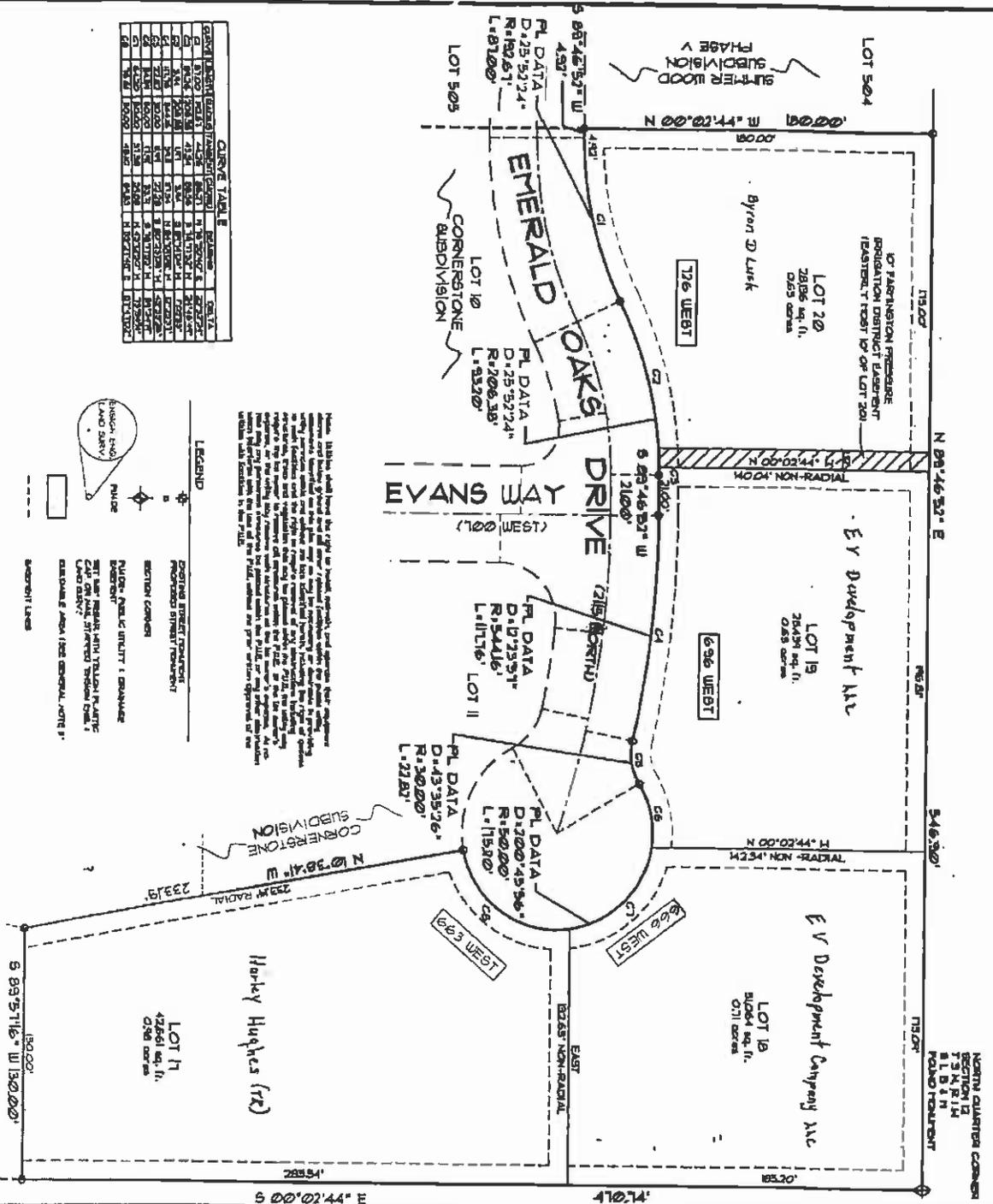
Harley H. Evans



Laura Jean Evans

CORNERSTONE SUBDIVISION AMENDED

APPENDING LOTS 13, 14, 15, AND 16 OF CORNERSTONE SUBDIVISION
 LOCATED IN THE NORTHWEST QUARTER
 OF SECTION 12
 TOWNSHIP 3 NORTH, RANGE 1 WEST
 SALT LAKE BASE AND MERIDIAN
 FARMINGTON CITY, DAVIS COUNTY, UTAH



CURVE TABLE

GRADE	PI	PC	PT	PI	PC	PT	PI	PC	PT
1	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
2	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
3	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
4	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
5	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
6	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
7	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
8	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
9	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
10	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
11	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
12	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
13	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
14	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
15	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
16	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
17	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
18	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
19	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'
20	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'	178.20'

LEGEND

- POSTING STREET FRONTAGE
- POSTING STREET FRONTAGE
- SECTION CORNER
- PLUMB PUBLIC UTILITY 1. SQUARE
- SET MARK SQUARE WITH TYPICAL PLUMB
- CALL ON PLUMB SET MARK TYPICAL DUAL
- DATE/DATE ADON (SEE GENERAL NOTE #)

NEIGHBOR LINES

These platlines shall have the right to amend, modify, and alter their original...
 (The text is partially obscured and difficult to read fully.)

ENBILIN
 ENGINEERING
 1000 N. 1000 W.
 FARMINGTON, UT 84201
 TEL: 434-1111
 FAX: 434-1111

NW 1/4 12, T.3N, R.1W S.L.M. DAVIS COUNTY, UTAH	DEVELOPMENT: CORNERSTONE SUBD. AMENDED	PREFIX 08-372
	CITY: FARMINGTON	LOTS: 17 THRU 20
SCALE: 1" = 40'		LAST # 0020
FILE # 4343		N
R 10-1R-05		

North Farmington Lot Sizes by Subdivision as Originally Platted
(in square feet)

Subdivision	Total # of Lots	Avg. Lot Size	Smallest Lot
Somerset Farm	150	10,990	7,094
Cornerstone	16	29,227	19,755
Summer Wood	19	41,866	23,636
Summer Wood II, III, IV, V	22	24,701	19,796
Somerset Hollow	94	10,993	8,182



Farmington City



streets with which they are to connect;

- (b) Proposed streets shall be extended to the boundary lines of the land to be subdivided, unless prevented by topography or other physical conditions, or unless, in the opinion of the Planning Commission, such extension is not desirable for the coordination of the subdivision with the existing layout or the most advantageous future development of adjacent tracts;
- (c) Dead-end streets which exceed one lot depth in length shall have a forty-foot (40') radius temporary turnaround area at the end. The turnaround shall have an all-weather surface acceptable to the City. The following standards shall apply to dead-end streets:
 - (i) Dead-end streets shall serve as access for not more than twenty-four (24) dwelling units and shall not exceed one thousand (1000) feet in length.
 - (ii) When a dead-end street reaches its maximum length and/or maximum number of lots, it shall not be extended except to connect to another street which provides a second point of independent access.
 - (iii) Exceptions to the requirement for a second point of independent access may be granted by the City Council, after receiving a recommendation from the Planning Commission, upon a finding that the topography or other physical conditions of the development site make it impossible to provide a second access which complies with street design standards established by the City and that an increased street length and/or density will not unreasonably impact the ability to provide emergency and other public services.
- (d) Nonconforming Dead-end Streets - The provisions of this section shall not be construed to prevent construction on approved residential lots fronting on nonconforming streets exceeding one thousand (1000) feet in length which existed prior to January 9, 1991. These streets include, but are not necessarily limited to, 1400 North Street, Summerwood Drive, Cherry Blossom Drive, Welling Way, and 1100 West Street (south of Shepard Lane). Extension of these nonconforming streets may be permitted but shall be subject to the following standards and restrictions:

- (i) Extension of a nonconforming street may be approved by the City Council only after receiving recommendations from the Planning Commission, Fire Department, Police Department, Public Works Department, and the City Engineer. The Fire Department and/or Police Department may recommend additional conditions to facilitate public safety and emergency services;
 - (ii) All streets shall be fully improved and shall be designed and constructed at locations shown on an approved street master plan;
 - (iii) A temporary turnaround, with a radius of forty feet (40'), shall be provided at the end of the street. The temporary turnaround shall have an all-weather surface acceptable to the Fire Department; and
 - (iv) Until such time as nonconforming streets can be connected to a second access, lots on such streets shall not be approved which are less than two (2) acres in size, unless the City Council in consideration of all circumstances shall differently approve by resolution.
- (e) The following standards shall govern the development of cul-de-sacs:
- (i) Cul-de-sacs shall serve as access for not more than twenty-four (24) dwelling units, shall not exceed one thousand (1000) feet in length, and shall have a fully improved turnaround at the end with a minimum radius of forty-two feet (42') to back of curb and fifty feet (50') to the right-of-way line. Exceptions to the maximum length or maximum number of lot standards may be granted by the City Council, after receiving a recommendation from the Planning Commission, upon a finding that the topography or other physical conditions of the development site make it impossible to develop the property any other way and that an increased street length and/or density will not unreasonably impact the ability to provide emergency and other public services;
 - (ii) Transverse grades within the turnaround of a cul-de-sac

that the area is less than the prescribed minimum.

(b) No lot or parcel of land shall be divided or reduced in area or dimension so as to cause any required yard or open space to be reduced below that required by this Ordinance. No required yard or open space provided around any building for the purpose of complying with provisions of this Ordinance shall be used or considered as a yard or open space for any other building.

11-28-040 Open Sky.

Every part of a required yard shall be open to the sky, unobstructed except as provided below:

(a) Belt courses, sills and lintels or other ornamental features may project not more than, eighteen (18) inches into front, rear, and side yard spaces.

(b) Cornices, eaves, and gutters may project into front, side or rear yard space not more than one-third (1/3) of the width of the minimum required side yard for the lot on which the building will be erected.

(c) Chimney breasts, unwallled and unroofed porches, terraces, balconies and steps, not over ten (10) feet long, may extend into any side yard provided a setback of eight (8) feet between the side lot line and such appurtenances shall be maintained on one (1) side and not less than six (6) feet on the other for inside lots and not less than six (6) feet from the side lot line on corner lots.

(d) Fences as provided in Section 11-28-140 and signs as provided in the City Sign Ordinance may be erected in the required yard.

(e) Building accessories designed and intended to control light entering a building and being either a permanent or temporary part of such building may project five (5) feet into any front or rear yard space and three (3) feet into any side yard space, provided that they are attached only to the wall of the main building.

11-28-050 Supplementary Yard Regulations.

 (a) **Main Building to Face Front.** Regardless of the shape of any building lot, the full face of a building and the full width of required side yards shall be fully exposed to the street.

(b) **Reduction of Front Yard.** Where the ground elevation at a point fifty (50) feet from the front lot line and midway between the side lot lines differs by ten (10) feet or more from the curb level, the front yard setback need not exceed sixty-seven percent (67%) of that required in the zone, but not less than twenty (20) feet.



Dave Petersen <dpetersen@farmington.utah.gov>

Fwd: Cornerstone Subdivision Amendment

1 message

Holly Gadd <hgadd@farmington.utah.gov>
To: Dave Petersen <dpetersen@farmington.utah.gov>

Mon, Jul 6, 2015 at 3:07 PM

FYI

—— Forwarded message ——

From: Mr. Byron Lusk <byron@gatewaycp.com>
Date: Mon, Jul 6, 2015 at 2:56 PM
Subject: Fwd: Cornerstone Subdivision Amendment
To: hgadd@farmington.utah.gov
Cc: Maja Lusk <maja.lusk@gmail.com>, Jeff Poole <drpoole@udhi.org>

Holly,

Will you please file this objection (letter and petition below) to the Notice of Plat Amendment for the Cornerstone Subdivision?

Regards,

Byron Lusk

Gateway Capital Partners
331 South Rio Grande, Suite 202, Salt Lake City, Utah 84101
P) 801.746.0800 F) 801.606.7109 byron@gatewaycp.com

Begin forwarded message:

From: "Mr. Byron Lusk" <byron@gatewaycp.com>
Subject: Cornerstone Subdivision Amendment
Date: July 6, 2015 at 2:52:27 PM MDT
To: jbilton@farmington.utah.gov
Cc: danderson@farmington.utah.gov, bmellor@farmington.utah.gov, critz@farmington.utah.gov, jyoung@farmington.utah.gov

Dear Farmington City Council,

This email is in response to the Notice of Plat Amendment for the Cornerstone Subdivision hand delivered on July 4, 2015 and located at 696 West Emerald Oaks Dr.

Please Do Not approve the proposed plat map amendment to the Cornerstone Subdivision. The Farmington City Planning Commission voted to deny the amendment on June 18, 2015.

Please see the attached signed petition from many neighboring property owners within the subdivision who are opposed to this amendment for the reasons cited below.

As owners of property contiguous to these lots and as members of the Cornerstone HOA, we are strongly opposed to the proposed amendment to the current plat creating an additional lot. Not only are we opposed to the amendment, but a majority of the surrounding property owners and HOA members are very upset and strongly opposed to the idea that the developer would consider an amendment to a plat that was approved many years ago and has been the reason why so many owners purchased land and built homes on the property.

We strongly suggest that you Do Not approve the proposed plat amendment creating an additional lot as it will have a negative effect on existing property values and is not a necessary or needed amendment. The current property and home owners bought property based on the approved existing plat in good faith that the developer would do certain things including maintaining the current plat and lot sizes. Making more money by adding an additional lot is going back on promises made and is not in the best interest of those that currently own contiguous and neighboring property.

Please Do Not approve the request to amend the plat creating an additional lot.

Sincerely,

Byron Lusk

Gateway Capital Partners
331 South Rio Grande, Suite 202, Salt Lake City, Utah 84101
P) 801.746.0800 F) 801.606.7109 byron@gatewaycp.com

—
Holly Gadd, CMC
Farmington City Recorder/HR
160 South Main
Farmington, Utah 84025
[801-939-9205](tel:801-939-9205)
[801-451-2747](tel:801-451-2747) Fax
hgadd@farmington.utah.gov

2 attachments



Cornerstone Subdivision Petition.pdf
345K

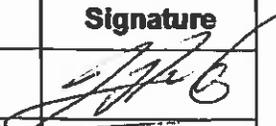
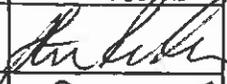
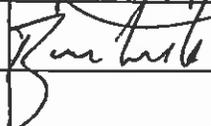


Cornerstone Plat Amendment Notice.pdf
337K

Petition to Farmington City Planning Commission

June 16, 2015

We, the undersigned, petition the Farmington City Planning Commission to not approve the proposed plat map amendments to the Cornerstone subdivision located at 696 West Emerald Oaks Drive in Farmington. As the owners of nearby property, we believe the proposed plat map amendments will have a negative effect on existing property values and are not in the best interests of the community. Each of the undersigned purchased property in the Cornerstone subdivision in reliance on the existing plat map and in reliance on the lots in the subdivision being (and remaining) a certain size to help maintain high property values and other neighbourhood characteristics. The proposed plat map amendments will undermine these objectives. We urge you to vote against the proposal.

	Name	Address	Signature
1.	Jeff Poole	2106 Evans Way	
2.	Maja Lusk	724 Emerald Oaks	Maja Poole
3.	Karen Foward	2103 N EVANS WAY	KAREN FOWARD
4.	Steven Rucker	2091 N EVANS WAY	
5.	Norris R. Nalder	2081 EVANSWAY	Norris R. Nalder
6.	Etta Kearns	691 Springwood	
7.	Byron Lusk	726 Emerald Oaks	
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14.			



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

July 4, 2015

Hand Delivered

Re: Notice of Plat Amendment for Cornerstone Subdivision Amended

Dear Property Owner:

The Farmington City Council has received a petition from Harley and Jean Evans requesting approval to amend the Cornerstone Subdivision Amended plat by subdividing Lot 19 thereof into two lotst.

Anyone objecting to the proposed plat change must file a written objection to the change within ten days of the date of this notice to Holly Gadd, Farmington City Recorder. If no written objections are received by the Farmington City Recorder, no public hearing will held regarding the plat amendment. The Evans petition will be considered by the City Council on July 14, 2015, at 7:00 p.m., or as soon thereafter as business permits. If a public hearing is held, all interested persons are invited to attend this meeting and provide input regarding this petition. This meeting will be held at the Farmington City Municipal Building, 160 South Main Street, Farmington, Utah. If a public hearing is not required, it is likely that the Council will consider the petition that same meeting.

Notwithstanding the forgoing, a public hearing will be held regarding the proposed minor subdivision plat which subdivides Lot 19 into to two lots on July 14, 2015, at 7:00 pm, or as soon thereafter as business permits. If you should have any questions, you may contact me or Eric Anderson at 801-939-9214.

Sincerely,

David E. Petersen
Community Development Director

CITY COUNCIL AGENDA

For Council Meeting:
July 14, 2015

PUBLIC HEARING: Meadows at City Park Preliminary (PUD) Master Plan and Schematic Plan

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson

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



FARMINGTON CITY

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City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: July 2, 2015

SUBJECT: **MEADOWS AT CITY PARK PRELIMINARY (PUD) MASTER PLAN AND SCHEMATIC PLAN**
Applicant: **Pete Smith – Advanced Solutions Group**

RECOMMENDATION

1. Hold a Public Hearing, and
2. Move that the City Council approve the enclosed Schematic Plan and Preliminary PUD Master Plan for the Meadows at City Park Phase II PUD subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:
 1. The Nicholls Nook development agreement shall be amended prior to consideration of final plat and/or final PUD master plan;
 2. A more detailed landscape plan shall be provided at preliminary plat or final PUD master plan, whichever comes first.

Findings for Approval:

1. The subdivision and PUD master plan are extensions of Phase I and will mirror what was approved as part of that project.
2. The densities requested are much smaller than those that could be achieved in the R-4 zone if the applicant was to seek for maximum density using 4-plexes.
3. Going through the PUD process also ensures that a certain quality of development and higher design standard is achieved because it is a legislative act. Under a conventional subdivision and/or development, no oversight is given on the overall quality of design.

BACKGROUND

The City Council approved Final Plat and Final PUD Master Plan for the Meadows at City Park Phase I (originally called "Nicholls Nook") on February 3, 2015. The majority of Phase I was on the 100 West

side of the project, however, there was a road punching through to 200 West in anticipation of Phase II and to access improvements and utilities off of 200 West instead of 100 West.

The applicant is now moving forward with Phase II of the Meadows at City Park project, and is continuing a similar design and site layout as that of Phase I to the west. The applicant is proposing similar densities as to what was requested and approved with Phase I, with similar setbacks, landscaping, and design standards.

While this project is a PUD, it is important to note that with the R-4 zoning, the applicant could request 4-plex units up to 9 dwelling units/acre under a conventional development; in staff and many neighbors' opinions, the requested PUD is a better product with a higher design standard/requirement than may be used in a conventional R-4 development.

In addition to the twelve new lots/townhomes, the applicant is proposing that the temporary detention basin from Phase I be moved to the southwest corner of the property creating space for two more units/lots on 100 West (Units 10 and 11).

At the June 18th Planning Commission meeting, the commissioners felt that the landscape plan was incomplete and wanted to see more detail in the plan, and a more robust design for the overall landscape. Because of this, the commission added a condition requiring this at the next step; it has been included as part of the suggested motion above.

Supplemental Information

1. Vicinity Map.
2. Schematic (Subdivision) Plan.
3. Preliminary (PUD) Master Plan.
4. Landscape Plan.
5. Final Plat/Final PUD Master Plan Phase I.
6. Existing Nichols Nook Development Agreement.

Applicable Ordinances

1. Title 11, Chapter 13 – Multiple-Family Residential Zones
2. Title 11, Chapter 27 – Planned Unit Development (PUD)
3. Title 12, Chapter 6 – Major Subdivisions
4. Title 12, Chapter 7 – General Requirements for All Subdivisions

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



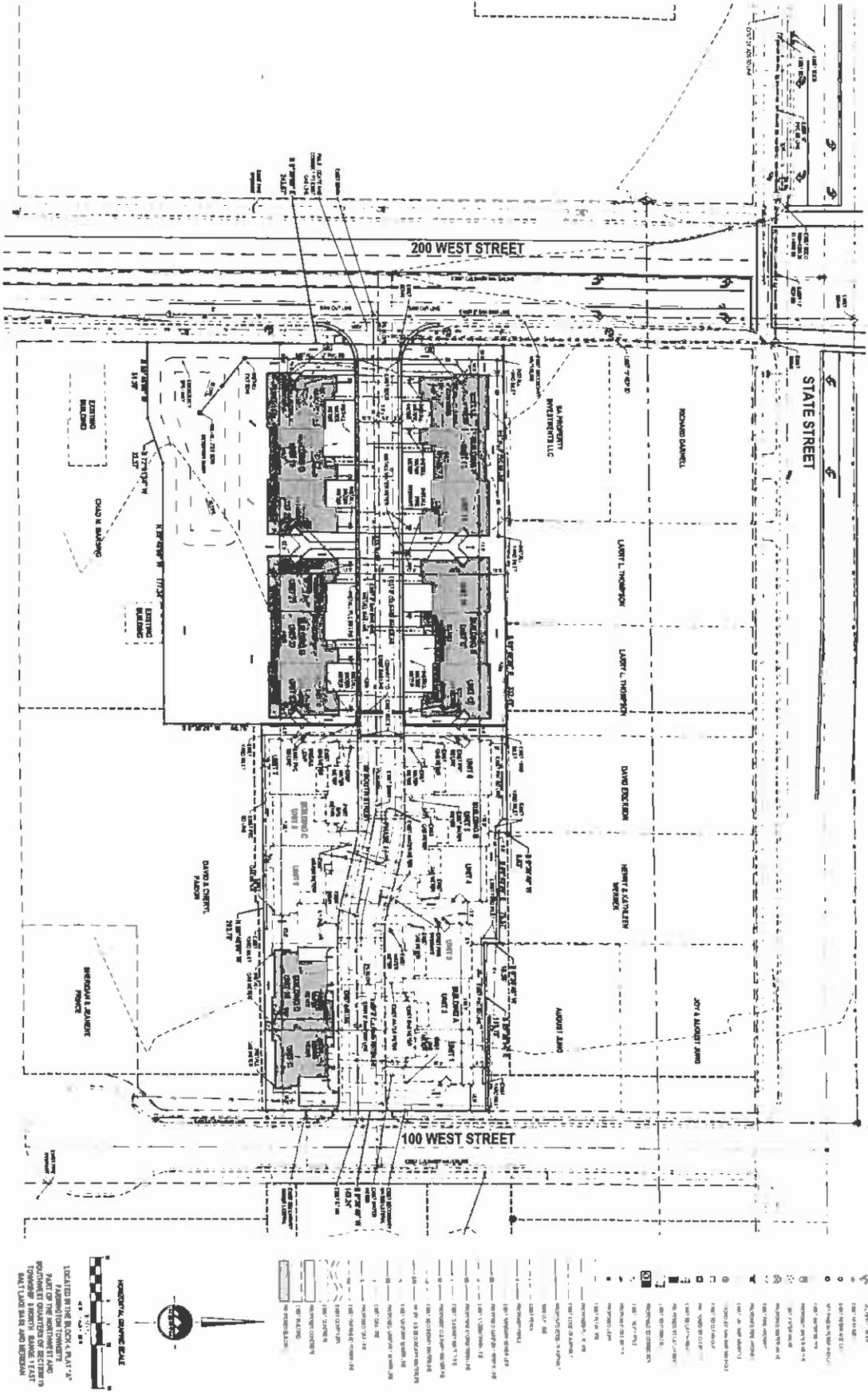
Dave Millheim
City Manager

Farmington City





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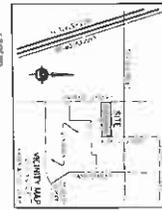
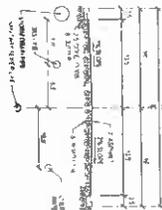


UNIT DIMENSION TABLE

UNIT	AREA	WIDTH	DEPTH
UNIT 1	1,340	11'-0"	11'-0"
UNIT 2	1,340	11'-0"	11'-0"
UNIT 3	1,340	11'-0"	11'-0"
UNIT 4	1,340	11'-0"	11'-0"
UNIT 5	1,340	11'-0"	11'-0"
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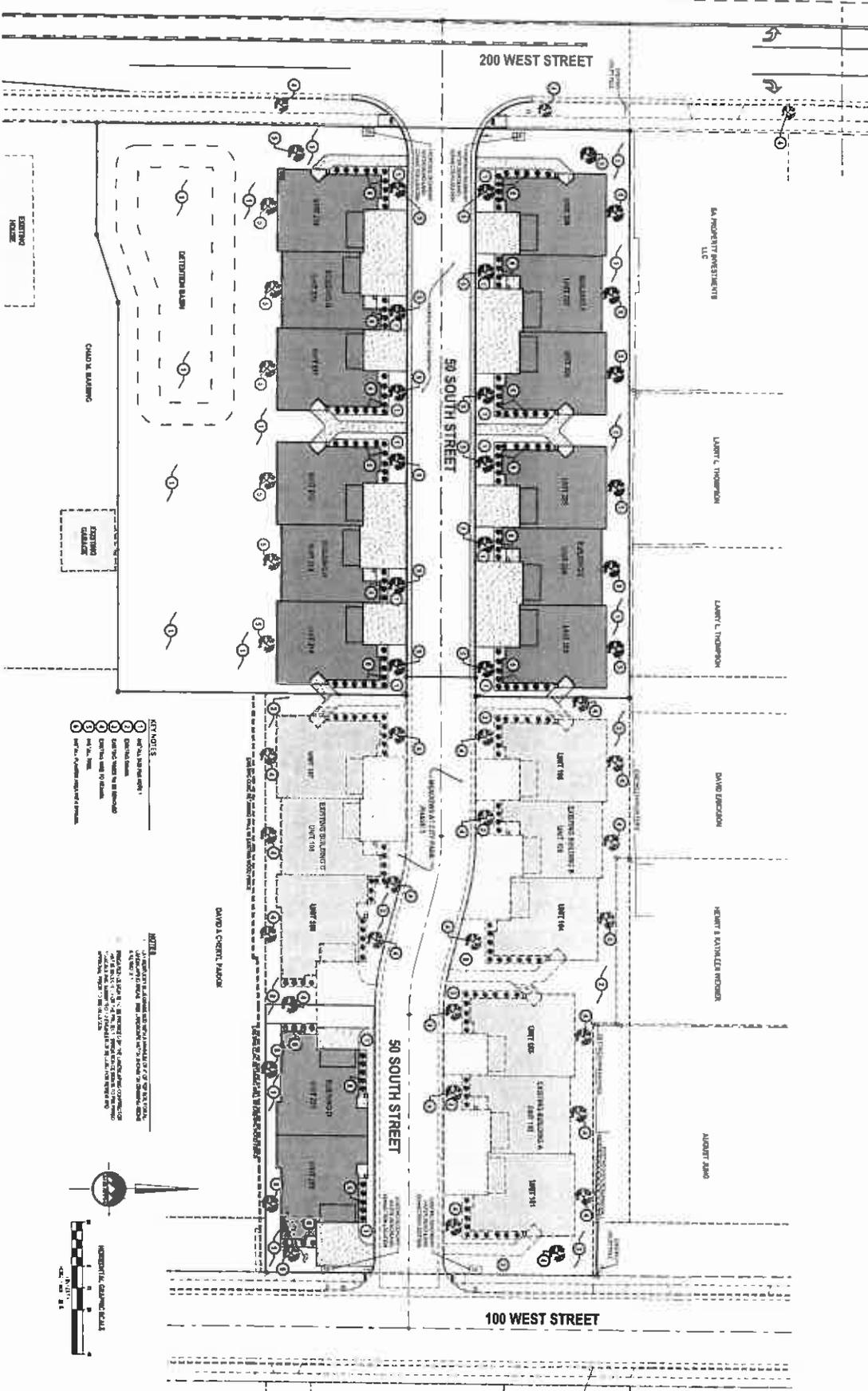
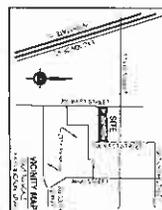
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UNIT 7	1,340	11'-0"	11'-0"
UNIT 8	1,340	11'-0"	11'-0"



- LEGEND**
- 1. 1" = 10'-0"
 - 2. 1" = 20'-0"
 - 3. 1" = 40'-0"
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ENSTGN
 501 S. GLENN
 SUITE 100, SALT LAKE CITY, UT 84143
 (801) 466-1111
 www.enstgn.com

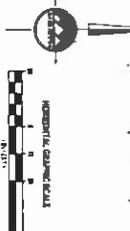


- KEY NOTES**
- 1. See notes on sheet 20F1.
 - 2. See notes on sheet 20F2.
 - 3. See notes on sheet 20F3.
 - 4. See notes on sheet 20F4.
 - 5. See notes on sheet 20F5.
 - 6. See notes on sheet 20F6.
 - 7. See notes on sheet 20F7.
 - 8. See notes on sheet 20F8.
 - 9. See notes on sheet 20F9.
 - 10. See notes on sheet 20F10.
 - 11. See notes on sheet 20F11.
 - 12. See notes on sheet 20F12.
 - 13. See notes on sheet 20F13.
 - 14. See notes on sheet 20F14.
 - 15. See notes on sheet 20F15.
 - 16. See notes on sheet 20F16.
 - 17. See notes on sheet 20F17.
 - 18. See notes on sheet 20F18.
 - 19. See notes on sheet 20F19.
 - 20. See notes on sheet 20F20.
 - 21. See notes on sheet 20F21.
 - 22. See notes on sheet 20F22.
 - 23. See notes on sheet 20F23.
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 - 25. See notes on sheet 20F25.
 - 26. See notes on sheet 20F26.
 - 27. See notes on sheet 20F27.
 - 28. See notes on sheet 20F28.
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 - 94. See notes on sheet 20F94.
 - 95. See notes on sheet 20F95.
 - 96. See notes on sheet 20F96.
 - 97. See notes on sheet 20F97.
 - 98. See notes on sheet 20F98.
 - 99. See notes on sheet 20F99.
 - 100. See notes on sheet 20F100.

NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, ORDINANCES AND RESOLUTIONS, THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODE, THE UTAH ELECTRICAL CODE, THE UTAH MECHANICAL CODE, THE UTAH PLUMBING CODE, THE UTAH FIRE CODE, THE UTAH ENERGY CODE, THE UTAH ENVIRONMENTAL CODE, THE UTAH HEALTH CARE CODE, THE UTAH HUMAN SERVICES CODE, THE UTAH LABOR CODE, THE UTAH PROFESSIONAL SERVICES CODE, THE UTAH PUBLIC SAFETY CODE, THE UTAH TRANSPORTATION CODE, THE UTAH UTILITIES CODE, THE UTAH WATER CODE, THE UTAH WASTE CODE, THE UTAH ZONING CODE, AND THE UTAH BUILDING CODE.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, ORDINANCES AND RESOLUTIONS, THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODE, THE UTAH ELECTRICAL CODE, THE UTAH MECHANICAL CODE, THE UTAH PLUMBING CODE, THE UTAH FIRE CODE, THE UTAH ENERGY CODE, THE UTAH ENVIRONMENTAL CODE, THE UTAH HEALTH CARE CODE, THE UTAH HUMAN SERVICES CODE, THE UTAH LABOR CODE, THE UTAH PROFESSIONAL SERVICES CODE, THE UTAH PUBLIC SAFETY CODE, THE UTAH TRANSPORTATION CODE, THE UTAH UTILITIES CODE, THE UTAH WATER CODE, THE UTAH WASTE CODE, THE UTAH ZONING CODE, AND THE UTAH BUILDING CODE.



PRELIMINARY (PUD) MASTER PLAN

20F2

DATE: 10/15/2014
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]

**MEADOWS AT CITY PARK
 PHASE 2**

50 SOUTH 200 WEST
 FARMINGTON CITY, UTAH

DESIGNED BY: ENSTGN
 501 S. GLENN, SUITE 100, SALT LAKE CITY, UT 84143
 (801) 466-1111
 www.enstgn.com

ENSTGN

501 S. GLENN
 SUITE 100, SALT LAKE CITY, UT 84143
 (801) 466-1111
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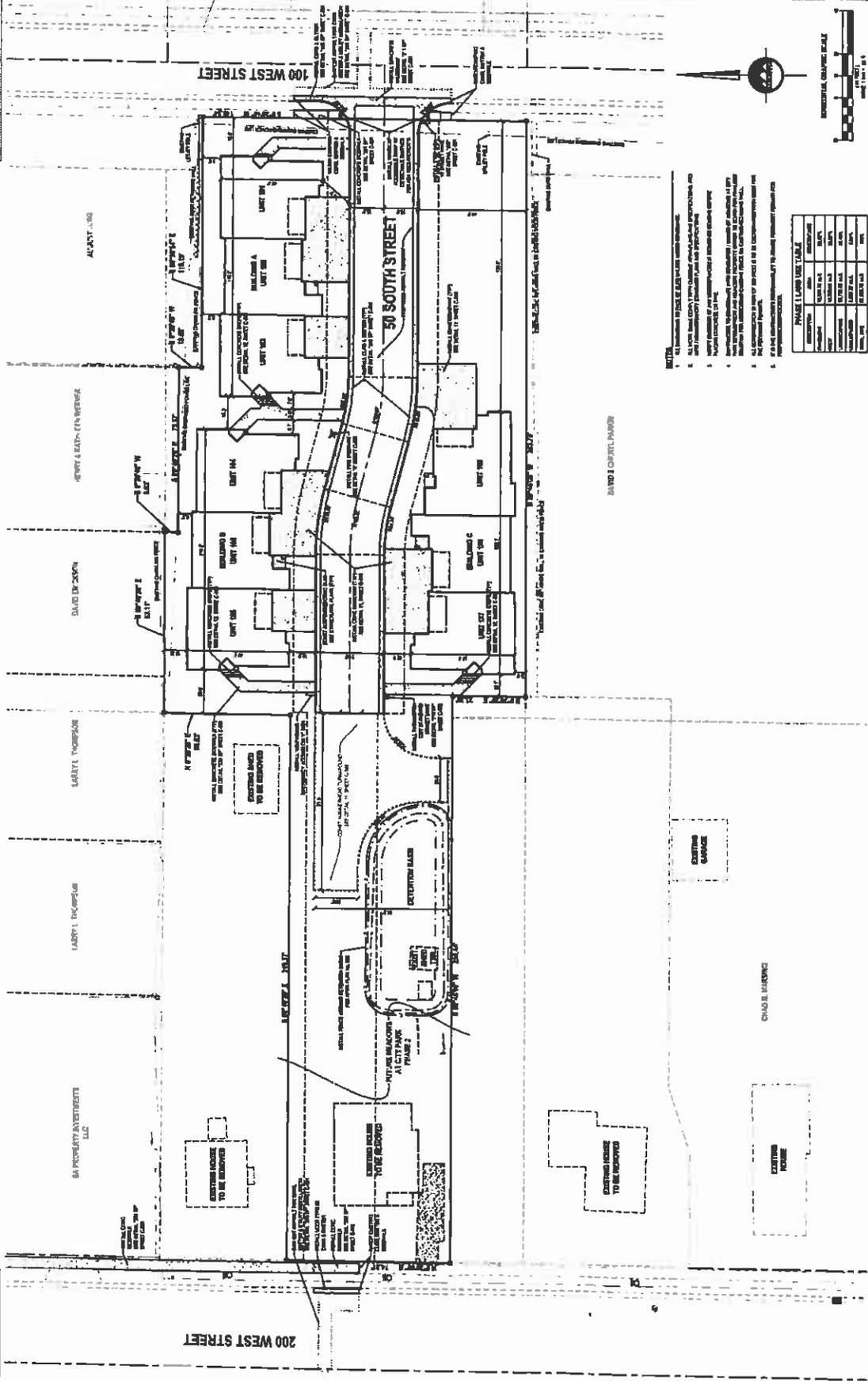
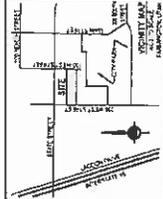


EN SIGN
 1000 West 1000 South
 Salt Lake City, UT 84119
 Phone: (801) 466-1000
 Fax: (801) 466-1001
 Website: www.ensign.com

MEADOWS AT CITY PARK
PHASE 1
 50 SOUTH 200 WEST
 FARMINGTON CITY, UTAH



PHASE 1
SITE PLAN
 SHEET NO. C-100



- NOTES:**
1. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
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PHASE 1 LAND USE TABLE

DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
RESIDENTIAL	100,000	100%
PARKING	10,000	10%
LANDSCAPING	5,000	5%
UTILITIES	2,000	2%
STREETS	1,000	1%
TOTAL	128,000	128%

BENCHMARK
 ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
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 ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

PAULA ALDER
RICK DUTSON
DAVID S. HALE
LARRY W. HAUGEN
SID YOUNG
CITY COUNCIL

MAX FOBBUSH
CITY MANAGER

September 18, 2007

Mr. Rodney Griffin
24 North 1050 West
Kaysville, Utah 84037

Dear Mr. Griffin:

The Farmington City Planning Commission voted on September 13, 2007, to recommend to the City Council **schematic plan approval** of the Nicholl's Nook PUD Subdivision, on property located at 35 South 100 West, (properties east and west of 100 West) consisting of 13 units on 2.05 acres in the R-4 zone (S-2-07).

The motion for approval of schematic plan is subject to all applicable Farmington City development standards and the following conditions:

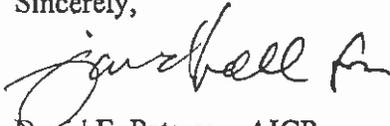
1. The preliminary plan must include details for the common open space planned;
2. The developer shall work with staff to provide the necessary planning for utility provision in all areas;
3. The developer shall consider adding parking to the interior of the project.
4. The developer shall prepare a draft CC&R's for the project.
5. The safety of the soil conditions must be verified.

The following findings were established by the Planning Commission;

- The development is consistent with the zoning for the area.
- Having a well done PUD will be an improvement to the neighborhood.
- The developer is willing to work with the neighbors to address their concerns.
- This development is very similar to the proposal made two years ago that the Planning Commission favored.
- This development is an in-fill situation to replace greenhouses, and would enhance the appearance of the area.

You will be notified of the date and time your application will appear on the City Council agenda. If you should have any comments or questions, please feel free to contact our office at 451-2383.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Petersen". The signature is written in a cursive, flowing style.

David E. Petersen, AICP
City Planner/Zoning Administrator

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

PAULA ALDER
RICK DUTSON
DAVID S. HALE
CORY R. RITZ
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

July 9, 2008

Rodney Griffin
24 N. 1050 W.
Kaysville, Utah 84037

Dear Mr. Griffin:

The Farmington City Planning Commission voted on June 26, 2008, to approve the proposed Preliminary Plat for the Nicholl's Nook subdivision consisting of 6 units on 0.94 acres of property located at 48 South 100 West in the R-4 zone (S-2-07).

The motion for approval is subject to all applicable Farmington City development standards, ordinances, conditions of Preliminary (PUD) Master Plan approval, and schematic plan approval and the following:

1. Review and approval of final improvement drawings for the on-site and off-site improvements including grading and drainage plan, SWPPP, and review and approval by City Engineer, Public Works, Fire Department, Planning Department, Storm Water official, Central Davis Sewer District, and Benchland Water District;
2. The applicant must obtain and record off-site easements in a manner acceptable to the City as shown on the plans;
3. The applicant must enter into a development agreement for the project to be approved and recorded concurrent with the Final Plat approval;
4. The applicant must update the Preliminary Plat as directed by the City and reviewing agencies to comply with all requirements for the Preliminary Plat;
5. Subject to conditions of Preliminary PUD Master

The Planning Commission further moved to recommend that the City Council approve the Preliminary (PUD) Master Plan subject to all applicable Farmington City development standards, ordinances, conditions of Preliminary Plat approval and schematic plan approval, and the following conditions:

1. The applicant must receive a Final Master Plan and Final Plat approved by the City;

 FILE COPY

2. The applicant shall comply with all requirements of the planning department, engineering, and utilities to conform the Preliminary PUD Master Plan requirements;
3. The applicant shall contact and get input from the Historic Preservation Commission with regard to the existing historic buildings in site and, thereafter, shall follow a course of action regarding buildings as determined by the Planning Commission;
4. Subject to conditions of Preliminary Plat approval;

The Planning Commission established the following findings for approval of Preliminary PUD Master Plan and Preliminary Plat:

- a. The proposed PUD layout provides a more pleasant and attractive living environment than would otherwise be established under the applicant of conventional subdivision and underlying zoning ordinances.
- b. It encourages walking and bicycling for recreation and daily errands for surrounding areas.
- c. The proposed PUD will provide a more efficient use of land and a greater concentration of open space by utilizing the northeast portion of the property as aggregated common space.
- d. There is no increase in density requested for the proposed PUD and the density proposed is in keeping with the permitted density of the underlying zone.
- e. The proposed PUD has not created as increased hazard to the health, safety and general welfare for the residents of the proposed PUD as a result of any deviation of development standards required in the underlying zone.

You will be notified of the date and time your application will appear on the City Council agenda.

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

Sincerely,


Glenn Symes
Assistant City Planner

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

RETURNED

FEB 08 2011

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STEPHEN T. MURPHY
DEALERS COUNTY, UTAH RECORDER
02/08/2011 01:04 PM
FEE \$60.00 Post 25
REP. IT. REC'D FOR FARMINGTON CITY

**DEVELOPMENT AGREEMENT
FOR THE
NICHOLLS NOOK PLANNED UNIT DEVELOPMENT (PUD)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 6th day of July, 2010, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **RODNEY L. GRIFFIN**, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 1.00 acre of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"). The Property includes three parcels added thereto as a result of boundary adjustments approved by the City on October 20, 2009.

B. Developer desires to develop a project on the Property to be known as the Nicholls Nook PUD (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a planned unit development in accordance with the City's Laws.

C. Developer received approval of an amendment to the Final (PUD) Master Plan (the "Final Master Plan") and Final Plat (the "Final Plat") for the Project from the Farmington City Council on July 7, 2009, which approval is subject to a number of conditions. The Final Master Plan provides for the development of nine attached single-family residential lots. The open space, or common area, set forth on the Final Master Plan comprises 0.3478 acres or 34.78 % of the total area for the Project.

D. The Property is presently zoned under the City's zoning ordinance as R-4 (PUD). The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

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

AGREEMENT

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

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

2. **Final Master Plan.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public hearings necessary for the lawful approval of the Final Master Plan. The Final Master Plan, attached hereto as **Exhibit "B,"** has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a PUD in accordance with the approved Final Master Plan and all conditions of approval of the Final Master Plan as approved by the City Council.

3. **Development of the Project.** All portions of the Project must be developed in strict accordance with the approved Final Master Plan and Final Plat for the Project and any conditions of approval related thereto. No amendments or modifications to the approved Final Master Plan and Final Plat for any portion of the Project shall be made by the Developer or any subsequent developers without the written consent of the City. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

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

b. **Streets and Related Improvements.**

i. The east to west street (Elliot Lane or 50 South Street) which provides access to the Project from 100 West Street shall be a public right-of-way. Developer will construct, improve and dedicate this street to the City as shown on the Final Master Plan and Final Plat for the Project. Pursuant to Section 12-8-100 of the City's Subdivision Ordinance, the City approved a street cross section for Elliot Lane on July 9, 2009, as set forth in **Exhibit "C"** attached hereto and by this referenced made a part hereof. Construction, reconstruction, and improvement of Elliot Lane, and 100 West Street outside the boundary of the Project in conjunction with the development of the Property, shall include all curb, gutter, paving, sidewalks, park strips, and related utilities as shown on the approved improvement drawings. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements.

ii. Prior to recordation of the Final Plat for the Project, Developer shall post a bond acceptable to the City in accordance with City Ordinances to fully improve the streets shown on the Final Master Plan and the Final Plat for the Project.

iii. Developer shall provide an easement for, and construct, a temporary turnaround at a location, and in a manner acceptable to the City at the west end of the Project, which turnaround will straddle the Property line with a portion of the turnaround located within the Property and the remaining portion outside the Property. The bond for the Project shall include funds to adequately construct the

turnaround as set forth in the improvement drawings approved by the City and the bond estimate prepared by the City Engineer for the Project. The easement and bond shall be recorded and posted concurrently with the recordation of the Final Plat.

iv. Decorative street lighting shall be provided by Developer for the Project and shall be subject to review and approval of the City prior to installation. All street lighting shall conform to the City's street lighting standards.

c. Open Space.

i. The Developer shall preserve perpetual open space as shown on the Final Master Plan and Final Plat as common area for the PUD. The open space shall be landscaped in accordance with the landscape plan attached hereto as **Exhibit "D"** and by this reference made a part hereof.

ii. The bond for the Project shall also include sufficient funds to ensure the installation of the landscaping improvements as set forth in **Exhibit "D"** and in an amount equal to 120% of an estimate prepared by a nursery professional and accepted by the City. The bond shall be provided to the City prior to or concurrent with the recordation of the Final Plat.

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

e. Utilities and Infrastructure.

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

ii. In order to provide adequate culinary water circulation and pressure, Developer shall extend an off-site 8 inch culinary water line beginning at the west boundary of the Project and commencing westerly and connecting to an existing 8 inch culinary water line located in 200 West Street.

Certain owners of property in the general vicinity of the Project may benefit from the installation of the off-site water line. The City agrees to enter into a pioneering agreement with the Developer whereby in the event such property develops in the future the City will use its best efforts to collect funds from said owners and to partially reimburse the Developer from the funds collected from other benefited property owners for their proportionate share of the cost of the culinary line.

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

iv. All off-site improvements shall be constructed and installed in a timely manner, and shall meet bonding requirements as set forth herein for on-site improvements, in order to coincide with development of the Project.

v. Developer shall make arrangements with and shall comply with all of the requirements of the Benchland Water District ("Benchland") to provide secondary water service to the Project. Developer shall obtain a full water allotment for the entire Property from Benchland and shall provide evidence thereof to the City prior to recordation of the Final Plat for the Project. Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Benchland in order to ensure delivery of secondary water to all lots located within the Project.

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

f. Grading and Drainage, Storm-water Run-off, and Erosion Control. Developer shall provide grading and drainage, and erosion control plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer and landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type, and show the location of, existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation consistent with the landscaping plan for the Project set forth in **Exhibit "D"** is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and shall obtain a UPDES permit from the Utah DEQ (Department of Water Quality) and provide a complete Storm Water Pollution Prevention Plan (SWPPP) containing all information required by the UPDES permit. Developer shall

implement Best Management Practices (BMP's) as detailed in the SWPPP and altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, SWPPP and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the landscaping plan is complete.

The Final Master Plan and Final Plat for the Project calls for a detention basin to be located on the Property. This detention basin will be constructed after the recordation of the Final Plat and will provide for the detention needs of the Project. Additionally, the basin may provide for the detention needs of property located within the interior of the block east of the Project (bounded on the east by Main Street, on the north by State Street, on the west by 100 West Street and on the South by the City's Main Park) in the event this area is also developed. Storm water runoff from the Project will be conveyed westerly from the detention basin and elsewhere on the Property via 12 inch pipe to a storm drain facility located in 200 West Street.

Owners of property, which property is located on the same block as the Project and within the block east of the Project, may benefit from the construction and installation of the detention basin and off-site 12" storm water pipe. The City agrees to enter into a pioneering agreement with the Developer whereby in the event such property develops in the future the City will use its best efforts to collect funds from said owners and to partially reimburse the Developer from the funds collected from other benefitted property owners for their proportionate share of the cost of these storm water facilities and other related appurtenances.

g. Easements. All appropriate on-site and off-site easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements which may be required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of Final Plat for the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement. The drainage easements shall provide for the flow of water and drainage through the Property at the locations specified in said easements.

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

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

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

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

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

ii. Inspection by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twelve (12) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

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

via wind and/or water. Developer shall be responsible for sweeping streets up to 1000 feet from the construction entrance to the Project.

k. Historic Preservation. An historic dwelling exists in the northeastern area of the Property. Developer shall cooperate with the City's Historic Preservation Commission and allow for the necessary photographs and documentation of this structure in conjunction with obtaining the necessary permits for its demolition in preparation for the construction of the Project.

l. Conditions, Covenants and Restrictions. Prior to the recording of the Final Plat for the Project, the Developer shall prepare and submit to the City for review and approval covenants, conditions and restrictions (the "CC&R's") to provide for the following:

i. Architectural Review Committee. The CC&R's shall establish an architectural review committee for the purpose of preserving the quality of all development and maintenance of private and common properties in the Project. The CC&R's shall establish the structure, procedures, authorities and remedies of the architectural review committee. No home or unit will be constructed without the approval of design themes, plans, elevations and materials by the architectural review committee.

ii. Miscellaneous Items. The CC&R's will address, as a minimum, open space maintenance not covered by the City.

iii. Architectural Design Guidelines, Development Guidelines and Approval. The CC&R's shall establish architectural design guidelines, development guidelines and procedures to be administered by the architectural review committee. The aforesaid guidelines shall pertain to architecture, elements of site planning, transportation and access, building design, subsurface water drain systems, storm water management, service, trash, storage, screening, lighting, signs, construction activities and maintenance for common areas and open space within the Project. The CC&R's shall comply with the requirements of the City's Laws pertaining thereto.

iv. The City shall not enforce the provisions of the CC&R's and enforcement of the same shall be the sole responsibility of the Developer or its assigns, including a homeowners' association formed for the purpose.

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

5. City Obligations. Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

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

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

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

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

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

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

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

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

19. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within five (5) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

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

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

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

"CITY"

FARMINGTON CITY

ATTEST:



Holly Gadd
City Recorder

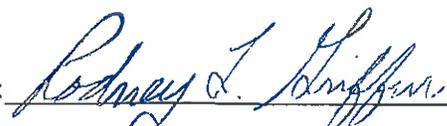
By: 

Scott G. Harbertson
Mayor



"DEVELOPER"

RODNEY L. GRIFFIN

By: 

Its: self

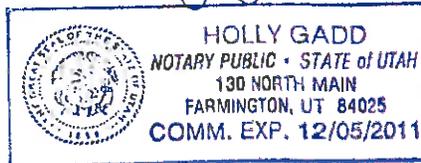
CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 4 day of February, 2011, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

Holly Gadd
Notary Public

My Commission Expires:
12/5/2011



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 4 day of February, 2011, personally appeared before me, **RODNEY L. GRIFFIN**, who being by me duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Holly Gadd
Notary Public

My Commission Expires:
12/5/2011

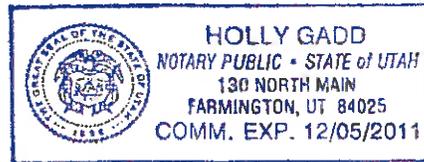


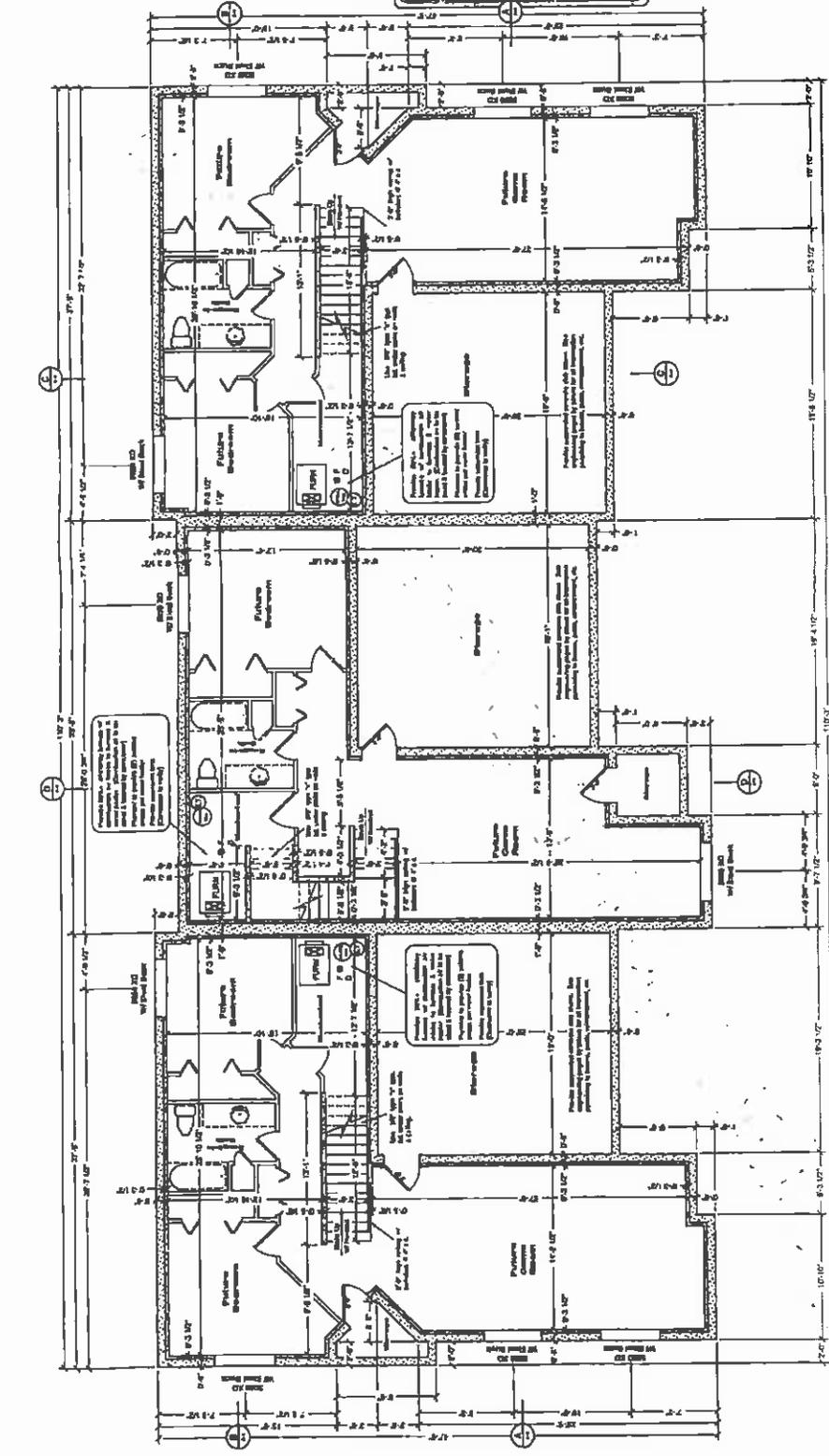
EXHIBIT "A"

070280072 BEG AT A PT 5 RODS N FR THE SE COR OF LOT 6, BLK 4, PLAT A, FARMINGTON TS SURVEY & RUN TH W 14 RODS; TH N 5 RODS; TH E 4 RODS; TH S 6.0 FT; TH E 75.0 FT; TH S 10.5 FT; TH E 114.5 FT M/L TO THE W LINE OF 100 WEST STR; TH S ALG SD W LINE 4 RODS; TH W 24.5 FT TO THE POB. CONT. 0.43 ACRES.

070280049 BEG AT SE COR OF LOT 6, BLK 4, PLAT A FARMINGTON TS SUR; TH W 231 FT; TH N 5 RODS; TH E 255.5 FT; TH S 5 RODS; TH W 24.5 FT TO BEG. CONT. 0.484 ACRES.

070280084 A PARCEL 6 ½ FT WIDE BY 33 FT LONG LOC IN THE SW 1/4 OF SEC 19-T3N-R1E, SLB&M; SD PARCEL ALSO BEING PART OF LOT 6, BLK 4, FARMINGTON TS SURVEY, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT WH IS LOC S 00°07'50" E ALG THE W LINE OF SD 1/4 SEC 263.35 FT & E 363.31 FT FR THE W 1/4 COR OF SD SEC 19; SD PT ALSO BEING LOC S 89°46'37" E ALG THE S LINE OF SD LOT 6, 16.5 FT FR THE SW COR OF SD LOT 6; & RUN TH N 89°46'37" W ALG SD S LINE 6.50 FT; TH N 00°29'55" E 33.00 FT; TH S 89°46'37" E 6.50 FT; TH S 00°29'55" W 33.00 FT TO THE POB. CONT. 0.005 ACRES.

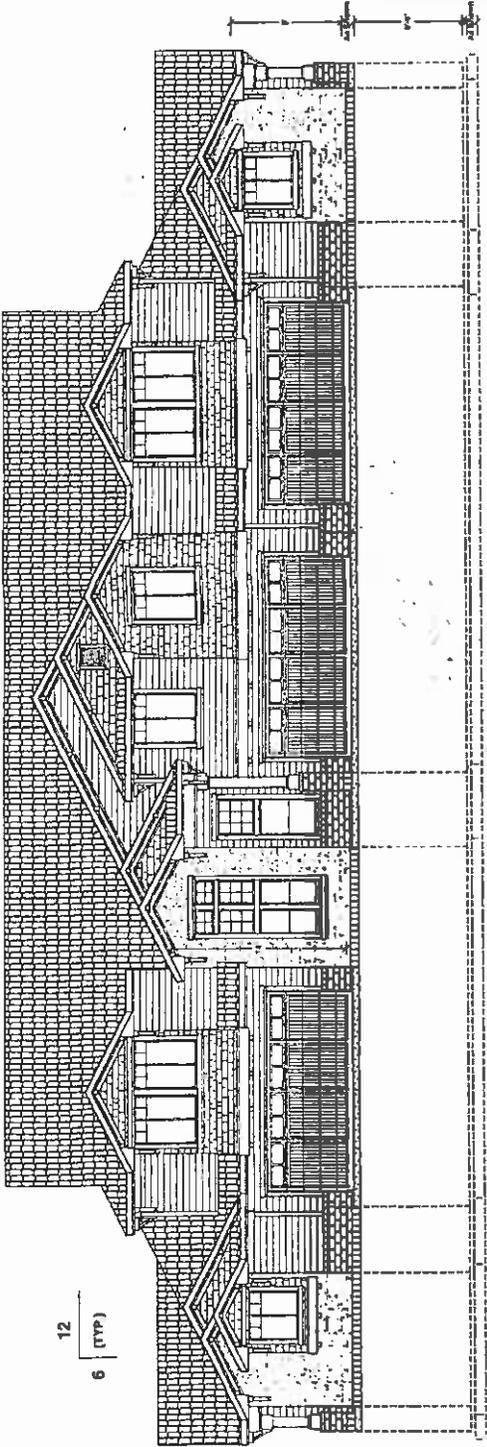
Plan Number M-5874 Page Number A-1	House Plans From Design Loft Inc. Residential Designer (801) 922-9716 411 West	23 South Main Street Suite 100F Center Valley, Utah 84014 800.922.9716	Plan Number M-5847 Date August 27, 2008 Page Number A-1
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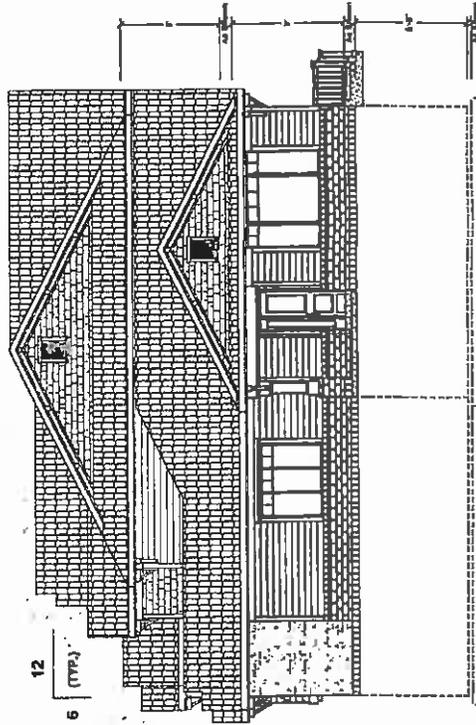
Basement Floor Plan
Scale: 1/4" = 1'-0"

Project Name Nicholls Nook P.U.D. Project No. 100 Location: on 100	Project No. 09-014
--	------------------------------

These drawings were prepared by the architect in accordance with the provisions of the Utah Building Code, which are hereby incorporated by reference into these drawings. The architect is not responsible for the accuracy of the information provided by the owner or other sources. The architect is not responsible for the accuracy of the information provided by the owner or other sources. The architect is not responsible for the accuracy of the information provided by the owner or other sources.



Front Elevation
Scale: 1/4" = 1'-0"



Right Elevation
Scale: 1/4" = 1'-0"

THIS SET OF ARCHITECTURAL DRAWINGS IS THE PROPERTY OF NICHOLLS NOOK P.L.L.C. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF NICHOLLS NOOK P.L.L.C. IS STRICTLY PROHIBITED. THE USER OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO NICHOLLS NOOK P.L.L.C. AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES. NICHOLLS NOOK P.L.L.C. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS, NOR FOR ANY CONSEQUENCES ARISING FROM THE USE OF THESE DRAWINGS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO NICHOLLS NOOK P.L.L.C. AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES. NICHOLLS NOOK P.L.L.C. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS, NOR FOR ANY CONSEQUENCES ARISING FROM THE USE OF THESE DRAWINGS.

Nicholls Nook P.L.L.C.
 127 West
 Parkway
 Suite 100
 Columbia, Utah 84014
 Phone: (435) 734-1111
 Fax: (435) 734-1112
 Email: info@nichollsnook.com
 Website: www.nichollsnook.com

Project: 09-014
Phase: M-5847
Date: August 21, 2008
Author: A-4
Checker:

25 South Main Street
Suite 100
Columbia, Utah 84014
9200699@nichollsnook.com

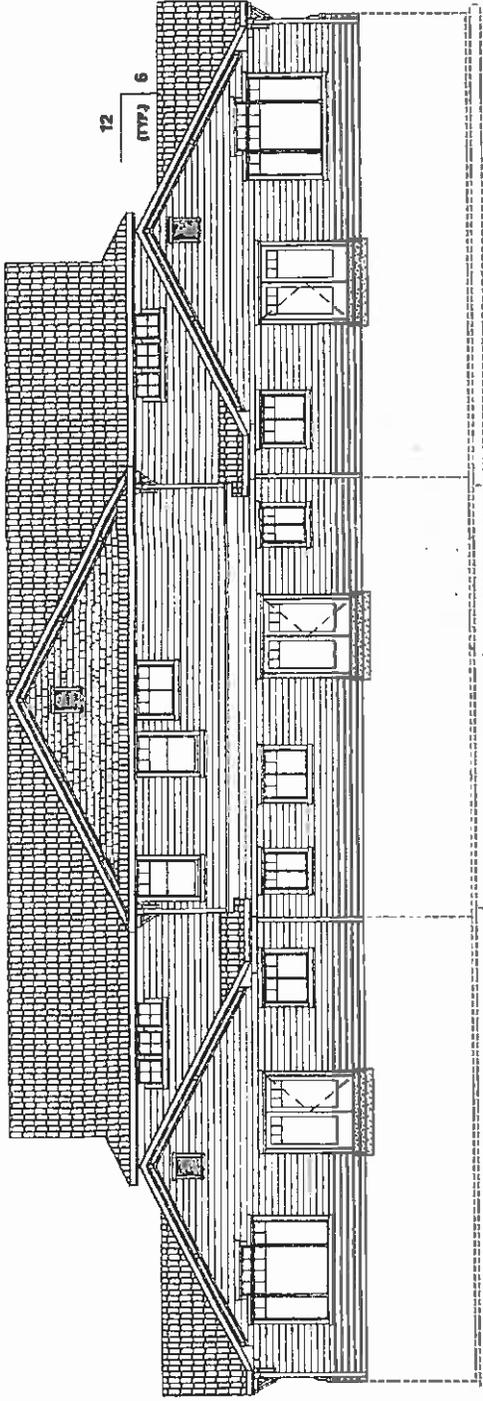
House Plans From
Design Loft, Inc.
Residential Design Group
 (801) 922-9716
 124 E. 100 S.

License: M-5874
Page Number: A-4

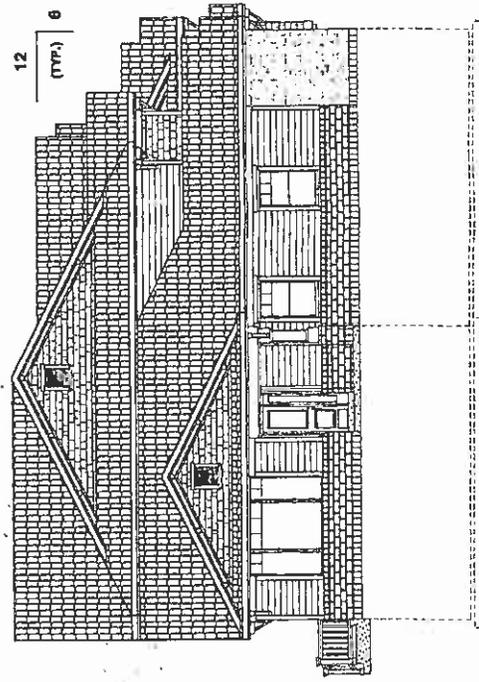
A-5 Page Number M-5874 Part Number	CONTRACTOR'S USE ONLY (This section is for the contractor's use only. It contains information regarding the construction of the building, including the location of structural members, the type of materials to be used, and the sequence of construction.)	(801) 922-9716 Design Loft Inc. Residential Design Group Inc. #1 House Plan Form	25 South Main Street Suite 100-F Centerville, Utah 84014 © 2006 Design Loft Inc.	09-01-06 Date	Plan Number M-5847 Date August 31, 2006 Page Number A-5
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Contract Number
Nichols Nook P.U.D.
 1000 S. 1000 E.
 Centerville, Utah 84014
 2006

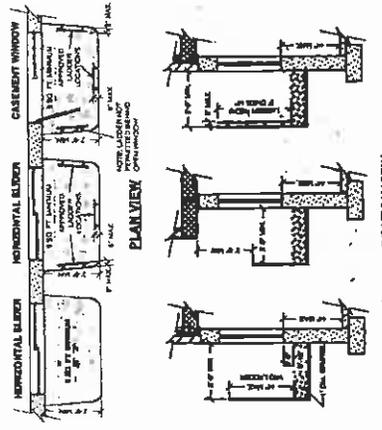
This drawing is prepared for the use of the contractor and is not to be used for any other purpose. The contractor is responsible for the construction of the building in accordance with the specifications and details shown on this drawing. The architect is not responsible for the construction of the building. The contractor is responsible for the construction of the building in accordance with the specifications and details shown on this drawing. The architect is not responsible for the construction of the building.



Rear Elevation
Scale 1/4" = 1'-0"



Left Elevation
Scale 1/4" = 1'-0"

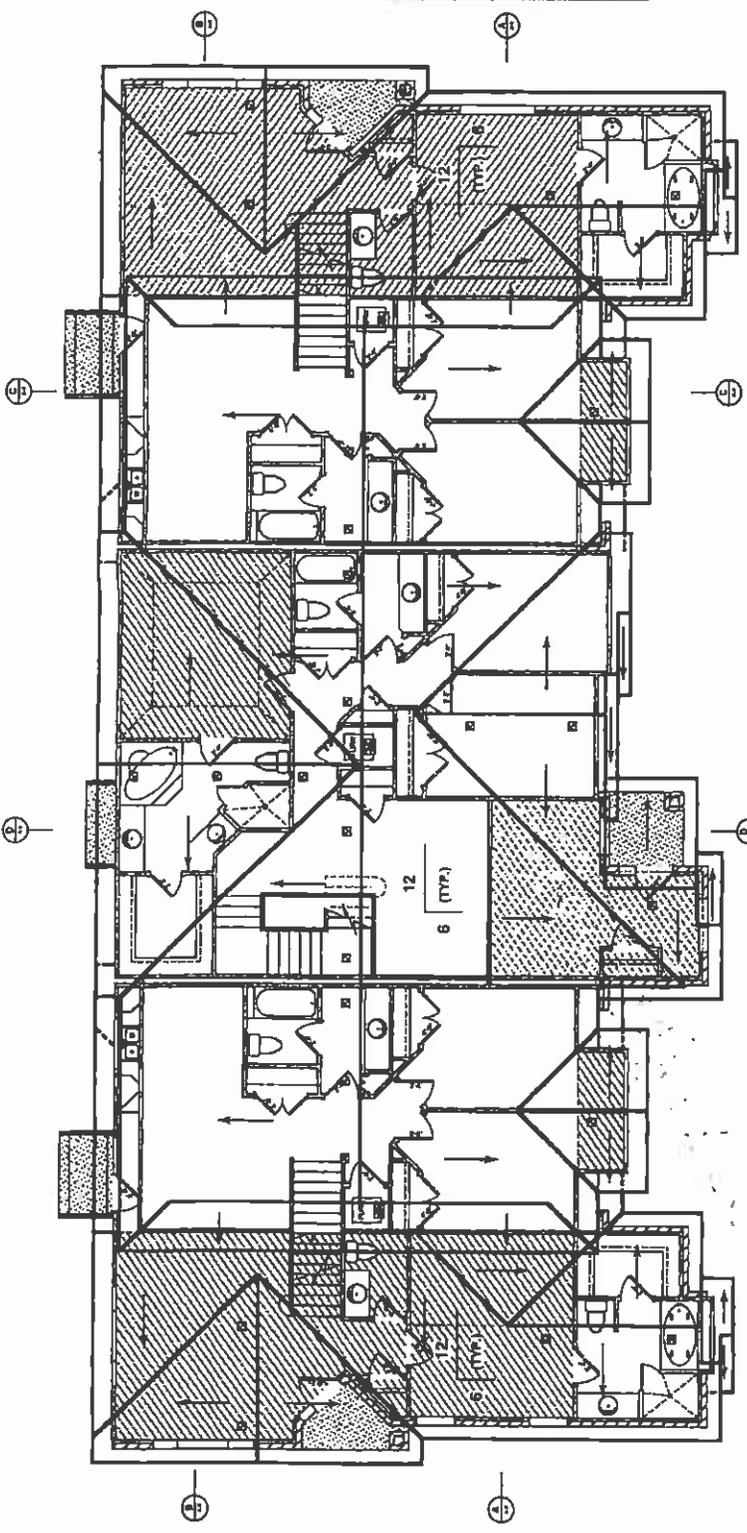


Typical Window Wall Details
Scale 3/8" = 1'-0"

1. The window shall be installed in accordance with the manufacturer's instructions. The window shall be installed in a masonry or concrete wall. The window shall be installed in a masonry or concrete wall. The window shall be installed in a masonry or concrete wall.

A-6 Page Number M-5874 Page Number	© 2008 Design Loft 9, Inc. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Design Loft 9, Inc.	House Plans From Design Loft 9, Inc. Residential Design Group Call 804 (801) 92-9716	25 South Main Street Suite 110-F Constance, Utah 84014 800-222-8888	09-014 Project Number M-5847 Date August 21, 2008 Page Number A-6
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Nicholls Nook P.U.D. 207 West Constance, Utah 84014 800-222-8888	THIS SET OF ARCHITECTURAL DRAWINGS IS THE PROPERTY OF DESIGN LOFT 9, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE PRIOR WRITTEN PERMISSION OF DESIGN LOFT 9, INC.
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Roof Layout Plan
 Scale: 1/4" = 1'-0"

1. All dimensions shall be in feet and inches unless otherwise noted. All dimensions shall be rounded to the nearest 1/8".

2. All materials shall be as specified in the schedule unless otherwise noted. All materials shall be of standard quality and shall conform to the requirements of the applicable building codes.

3. All framing shall be as specified in the schedule unless otherwise noted. All framing shall be of standard quality and shall conform to the requirements of the applicable building codes.

4. All roof slopes shall be as specified in the schedule unless otherwise noted. All roof slopes shall be of standard quality and shall conform to the requirements of the applicable building codes.

5. All trusses shall be as specified in the schedule unless otherwise noted. All trusses shall be of standard quality and shall conform to the requirements of the applicable building codes.

6. All rafters shall be as specified in the schedule unless otherwise noted. All rafters shall be of standard quality and shall conform to the requirements of the applicable building codes.

7. All sheathing shall be as specified in the schedule unless otherwise noted. All sheathing shall be of standard quality and shall conform to the requirements of the applicable building codes.

8. All flashing shall be as specified in the schedule unless otherwise noted. All flashing shall be of standard quality and shall conform to the requirements of the applicable building codes.

9. All gutters shall be as specified in the schedule unless otherwise noted. All gutters shall be of standard quality and shall conform to the requirements of the applicable building codes.

10. All downspouts shall be as specified in the schedule unless otherwise noted. All downspouts shall be of standard quality and shall conform to the requirements of the applicable building codes.

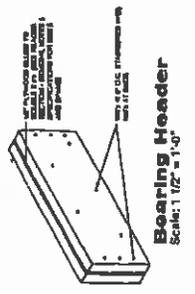
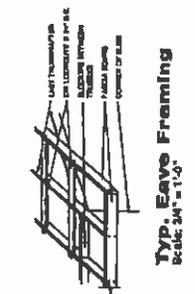
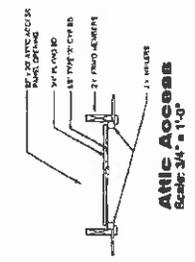
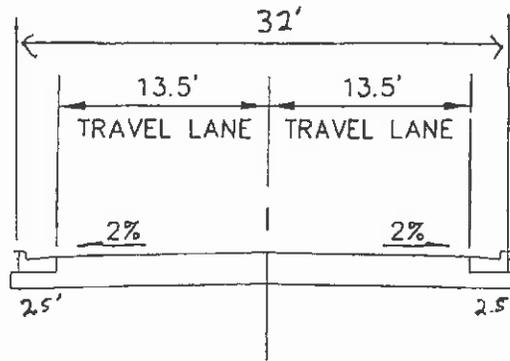




EXHIBIT B

EXHIBIT C

LOCAL

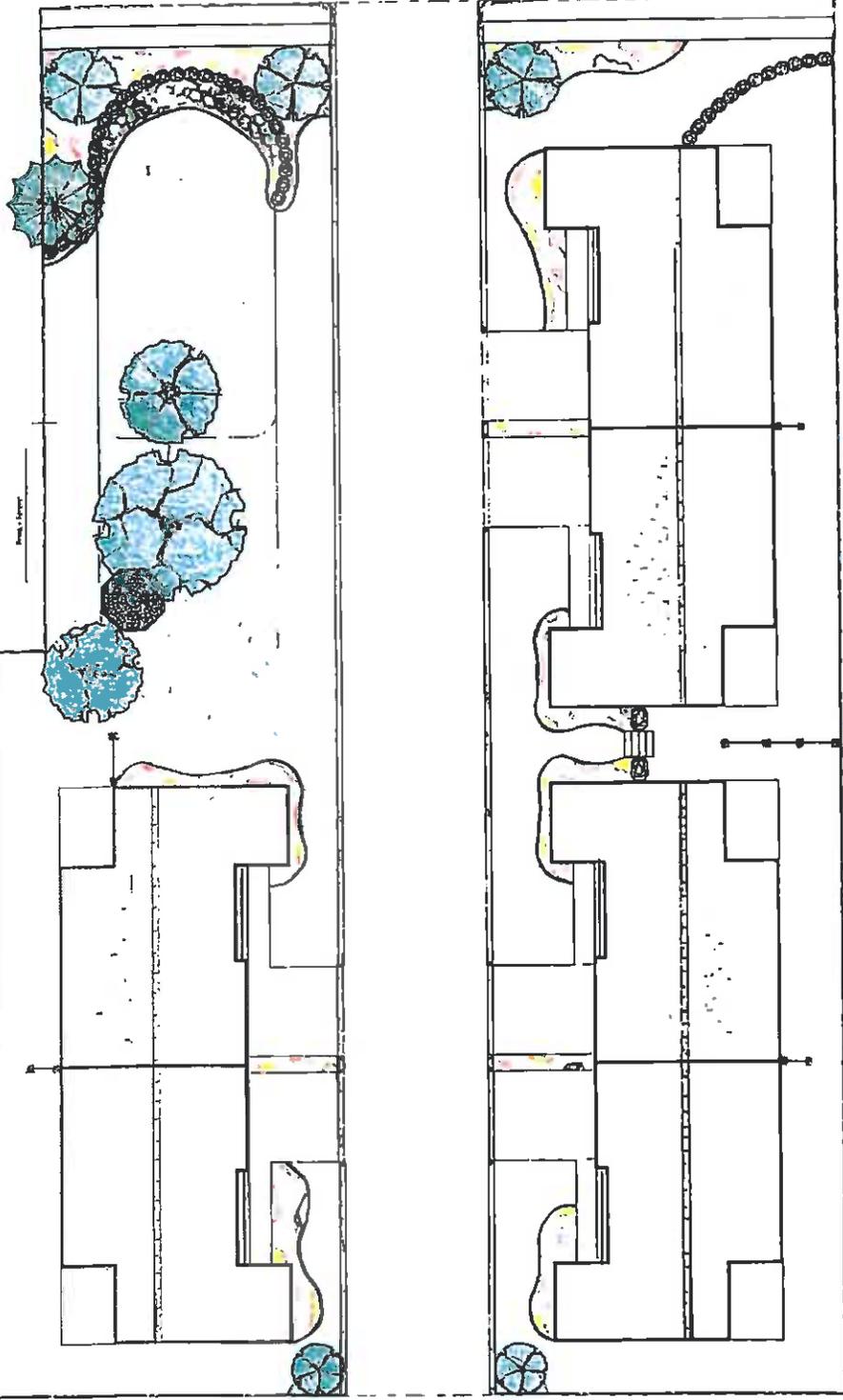


32-FOOT RIGHT-OF-WAY

2 LANES

ROAD SECTION

Concept Plan for Nichells Nook



Plan - Front

North Arrow

Scale: 1 inch = 8 feet

Client: Nicholls State University

Architect: Nicholls State University

Site: Nicholls State University

Date: 10/10/10



EXHIBIT D



VIEW B

Water Management Insight

A Winning Combination of Watering Efficiency and Visual Appeal

300 Series arc discs come in 9 different selections

Rotors

Nozzle	300 Series GPM	Radius
01	5.0	1.4
02	5.0	1.6
03	5.0	1.8
04	5.0	2.0
05	5.0	2.2
06	5.0	2.4
07	5.0	2.6
08	5.0	2.8
09	5.0	3.0
10	5.0	3.2
11	5.0	3.4
12	5.0	3.6
13	5.0	3.8
14	5.0	4.0
15	5.0	4.2
16	5.0	4.4
17	5.0	4.6
18	5.0	4.8
19	5.0	5.0
20	5.0	5.2
21	5.0	5.4
22	5.0	5.6
23	5.0	5.8
24	5.0	6.0
25	5.0	6.2
26	5.0	6.4
27	5.0	6.6
28	5.0	6.8
29	5.0	7.0
30	5.0	7.2
31	5.0	7.4
32	5.0	7.6
33	5.0	7.8
34	5.0	8.0
35	5.0	8.2
36	5.0	8.4
37	5.0	8.6
38	5.0	8.8
39	5.0	9.0
40	5.0	9.2
41	5.0	9.4
42	5.0	9.6
43	5.0	9.8
44	5.0	10.0
45	5.0	10.2
46	5.0	10.4
47	5.0	10.6
48	5.0	10.8
49	5.0	11.0
50	5.0	11.2
51	5.0	11.4
52	5.0	11.6
53	5.0	11.8
54	5.0	12.0
55	5.0	12.2
56	5.0	12.4
57	5.0	12.6
58	5.0	12.8
59	5.0	13.0
60	5.0	13.2
61	5.0	13.4
62	5.0	13.6
63	5.0	13.8
64	5.0	14.0
65	5.0	14.2
66	5.0	14.4
67	5.0	14.6
68	5.0	14.8
69	5.0	15.0
70	5.0	15.2
71	5.0	15.4
72	5.0	15.6
73	5.0	15.8
74	5.0	16.0
75	5.0	16.2
76	5.0	16.4
77	5.0	16.6
78	5.0	16.8
79	5.0	17.0
80	5.0	17.2
81	5.0	17.4
82	5.0	17.6
83	5.0	17.8
84	5.0	18.0
85	5.0	18.2
86	5.0	18.4
87	5.0	18.6
88	5.0	18.8
89	5.0	19.0
90	5.0	19.2
91	5.0	19.4
92	5.0	19.6
93	5.0	19.8
94	5.0	20.0
95	5.0	20.2
96	5.0	20.4
97	5.0	20.6
98	5.0	20.8
99	5.0	21.0
100	5.0	21.2

300 Series:

Radius	300 Series GPM	Radius
1.4	5.0	1.4
1.6	5.0	1.6
1.8	5.0	1.8
2.0	5.0	2.0
2.2	5.0	2.2
2.4	5.0	2.4
2.6	5.0	2.6
2.8	5.0	2.8
3.0	5.0	3.0
3.2	5.0	3.2
3.4	5.0	3.4
3.6	5.0	3.6
3.8	5.0	3.8
4.0	5.0	4.0
4.2	5.0	4.2
4.4	5.0	4.4
4.6	5.0	4.6
4.8	5.0	4.8
5.0	5.0	5.0
5.2	5.0	5.2
5.4	5.0	5.4
5.6	5.0	5.6
5.8	5.0	5.8
6.0	5.0	6.0
6.2	5.0	6.2
6.4	5.0	6.4
6.6	5.0	6.6
6.8	5.0	6.8
7.0	5.0	7.0
7.2	5.0	7.2
7.4	5.0	7.4
7.6	5.0	7.6
7.8	5.0	7.8
8.0	5.0	8.0
8.2	5.0	8.2
8.4	5.0	8.4
8.6	5.0	8.6
8.8	5.0	8.8
9.0	5.0	9.0
9.2	5.0	9.2
9.4	5.0	9.4
9.6	5.0	9.6
9.8	5.0	9.8
10.0	5.0	10.0
10.2	5.0	10.2
10.4	5.0	10.4
10.6	5.0	10.6
10.8	5.0	10.8
11.0	5.0	11.0
11.2	5.0	11.2
11.4	5.0	11.4
11.6	5.0	11.6
11.8	5.0	11.8
12.0	5.0	12.0
12.2	5.0	12.2
12.4	5.0	12.4
12.6	5.0	12.6
12.8	5.0	12.8
13.0	5.0	13.0
13.2	5.0	13.2
13.4	5.0	13.4
13.6	5.0	13.6
13.8	5.0	13.8
14.0	5.0	14.0
14.2	5.0	14.2
14.4	5.0	14.4
14.6	5.0	14.6
14.8	5.0	14.8
15.0	5.0	15.0
15.2	5.0	15.2
15.4	5.0	15.4
15.6	5.0	15.6
15.8	5.0	15.8
16.0	5.0	16.0
16.2	5.0	16.2
16.4	5.0	16.4
16.6	5.0	16.6
16.8	5.0	16.8
17.0	5.0	17.0
17.2	5.0	17.2
17.4	5.0	17.4
17.6	5.0	17.6
17.8	5.0	17.8
18.0	5.0	18.0
18.2	5.0	18.2
18.4	5.0	18.4
18.6	5.0	18.6
18.8	5.0	18.8
19.0	5.0	19.0
19.2	5.0	19.2
19.4	5.0	19.4
19.6	5.0	19.6
19.8	5.0	19.8
20.0	5.0	20.0

300 Series:

Radius	300 Series GPM	Radius
1.4	5.0	1.4
1.6	5.0	1.6
1.8	5.0	1.8
2.0	5.0	2.0
2.2	5.0	2.2
2.4	5.0	2.4
2.6	5.0	2.6
2.8	5.0	2.8
3.0	5.0	3.0
3.2	5.0	3.2
3.4	5.0	3.4
3.6	5.0	3.6
3.8	5.0	3.8
4.0	5.0	4.0
4.2	5.0	4.2
4.4	5.0	4.4
4.6	5.0	4.6
4.8	5.0	4.8
5.0	5.0	5.0
5.2	5.0	5.2
5.4	5.0	5.4
5.6	5.0	5.6
5.8	5.0	5.8
6.0	5.0	6.0
6.2	5.0	6.2
6.4	5.0	6.4
6.6	5.0	6.6
6.8	5.0	6.8
7.0	5.0	7.0
7.2	5.0	7.2
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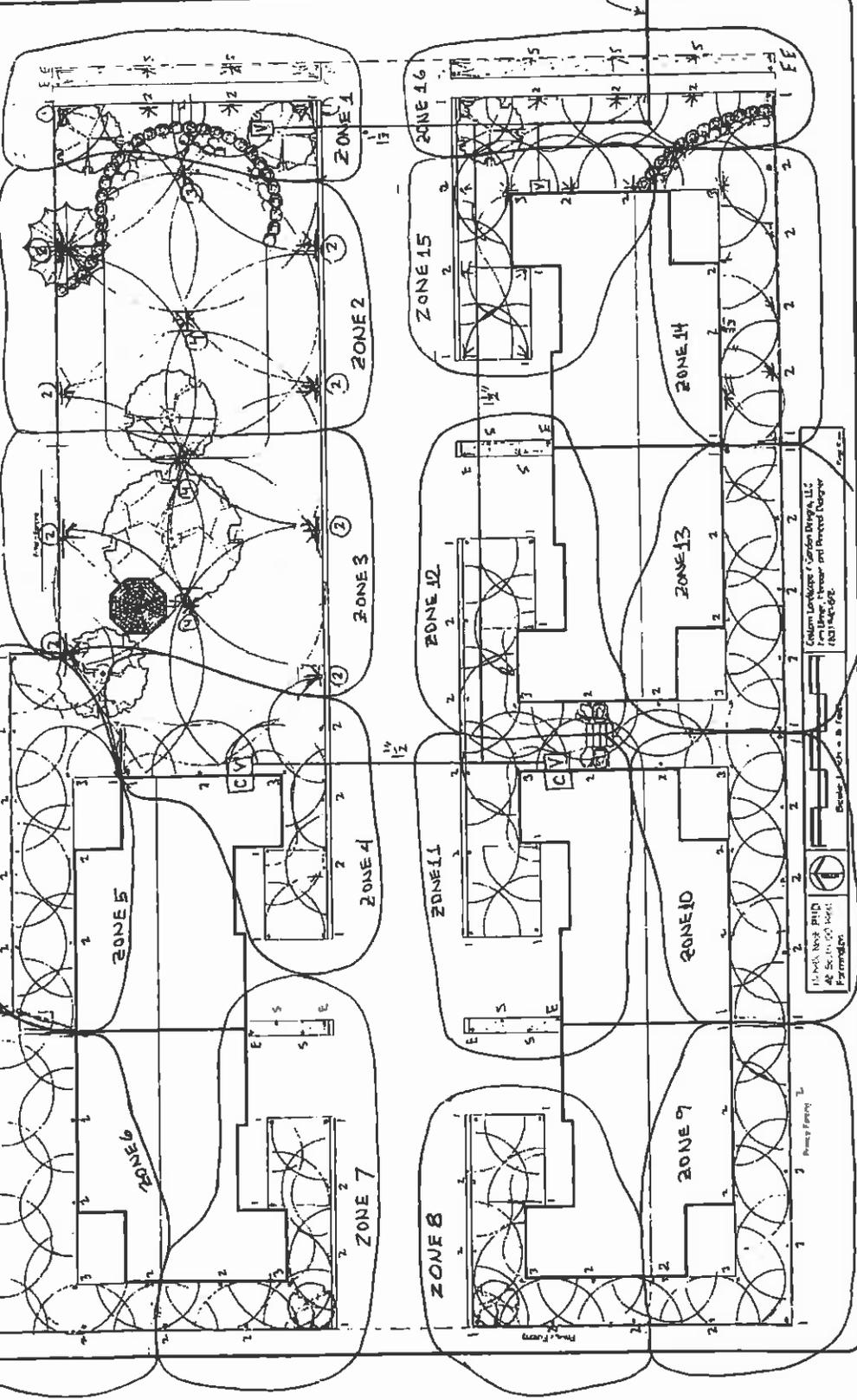
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300 Series:

Radius	300 Series GPM	Radius
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3		

Concept Plan for Nicholls Nook



[C] Control Box 3 Zones
 [V] Valve Box 3 Zones [Z] Zone Boundary

15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000

CITY COUNCIL AGENDA

For Council Meeting:
July 14, 2015

PUBLIC HEARING: Park Lane Commons Phase III Schematic Subdivision

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: July 2, 2015

SUBJECT: **PARK LANE COMMONS PHASE III SCHEMATIC SUBDIVISION**
Applicant: **Scott Harwood – The Haws Company**

RECOMMENDATION

1. Hold a Public Hearing, and;
2. Move that the City Council approve the enclosed the schematic plan for the Park Lane Commons Phase III, subject to all applicable Farmington City ordinances and development standards, and the following conditions:
 1. The applicant shall provide an approved wetland delineation prior to or concurrent with Preliminary Plat approval;
 2. The applicant shall rename "Remainder Parcel" to "Parcel A" on Preliminary Plat;
 3. The applicant shall obtain all necessary secondary water shares from Weber Basin prior to recordation;
 4. The applicant shall show a 16.5' of public right-of-way on the south boundary of their property on the Preliminary Plat and the dedication shall take place when the Evans family develops;
 5. The applicant shall enter into an agreement to dedicate said right-of-way and to ensure that future improvements and the future street will be built at that time that the Evans family develops, and that agreement shall consider: the sale of the property to a third party, assignment and assumption, and recordable interest;
 6. The City Traffic Engineer shall review and provide a traffic study for the proposed development at Preliminary Plat;
 7. The applicant shall provide a trail easement along those portions of his property that abut Shepard Creek;
 8. Along the west side of the property, the applicant shall provide a no-build easement to delineate the block face; and an easement shall be provided for public safety and pedestrian access, as well as maintenance vehicles.

Findings for Approval:

1. The proposed subdivision conforms to all of the development standards as set forth in the Farmington City Subdivision and Zoning Ordinances.
2. The proposed Schematic Plan creates a needed east-west connection from Station Parkway to points west, and conforms to the Regulating Plan and that plan's stated purpose of creating connectivity throughout the Mixed Use District.
3. Parcel A will preserve wetlands, and the portions of those properties that abut Shepard Creek will be preserved as open space, and a trail easement will be provided.
4. The applicant has performed a geotech report to address the soil issues.
5. The subdivision of this property will allow for Western States Assisted Living to develop, which is a good use in this location, and fills a need the City has to care for those citizens needing assistance.
6. Lots 301 and 302 will be developed as part of the Park Lane Commons project master plan, and although we do not know what uses will be proposed there yet, when those applications do come, staff will review and approve them as part of the review process set forth in the development agreement with The Haws Company.

BACKGROUND

The applicant, The Haws Companies, is proposing to subdivide parcels E & H from the Park Lane Commons PMP that was approved in the spring of 2014. This subdivision will create three lots, the larger lot (Lot 303) is intended to be for a Western States Assisted Living Facility and will contain 4.53 acres. The smaller "out parcels" (Lot 301 and 302) are planned to be retained by The Haws Companies for further development. Although this is a simple three lot subdivision, there is ROW and easements being dedicated on Market Street, and along the southern edge of the property (that abuts the Evans property). Because there will be dedicated right-of-way, this subdivision must go through the major subdivision process, which includes three steps: schematic, preliminary, and final. It is only the subdivision that is being reviewed, not the Western States site plan, however, we have included that site plan for your information.

The Evans family owns the property to the south of Park Lane Commons Phase III, and the applicant has expressed a willingness to build the whole of the road, but the Evans family is not ready to develop yet, so the applicant will need to build a temporary road on the southside of their project to City and Fire Department local road standards, complete with curb, gutter, and sidewalk, the temporary road will not have park strip at this time. When the Evans property does develop, the applicant will then need to relocate their portion of the road, including curb and gutter to the south, and complete their half of the road to City standards. In the meantime, the applicant will need to provide the public right-of-way on the plat in anticipation of the future road. The applicant wishes to do this via a development agreement contrary to the recommendation of staff, the Planning Commission, and the City Attorney.

Lot 303 is where the assisted living facility is proposed to go (there is a site plan application currently under review by city staff), and because the financing of that project is being done through HUD, the applicant has additional federal requirements to meet as part of that, including two points of access on the lot where the facility is to be located. Due to this, there is a long "arm" that connects Lot 303 to Station Parkway. Staff initially regarded this as a flag lot, but on closer inspection, it does not meet the definition of a flag lot because the site has two frontages, the main one being off of Market Street; this arm is solely intended to meet HUD requirements and provides a second point of access that crosses through Lot 303 solely.

In order to conform with the lot design requirements found in Section 11-18-106 of the Zoning Ordinance, the applicant was required to establish a block face on the west side of Lot 303. On the

regulating plan. this "frontage" was designated as a pedestrian connection. On the site plan, which is not under consideration tonight, but does affect this schematic plan, there is a public access proposed connecting the future promenade, to the Shepard Creek trail. There is further clarifying language provided as a condition for approval which will ensure that even though this is a private street, a no-build easement should be provided to delineate the block face, and an easement should be provided for public safety and access, as well as maintenance vehicle access.

Supplemental Information

1. Vicinity Map
2. Schematic Plan
3. Site Plan for Western States Assisted Living Facility

Applicable Ordinances

1. Title 11, Chapter 7 – Site Development Standards
2. Title 11, Chapter 18 – Mixed Use Districts
3. Title 12, Chapter 6 – Major Subdivisions
4. Title 12, Chapter 7 – General Requirements For All Subdivisions

Respectfully Submitted



Eric Anderson
Associate City Planner

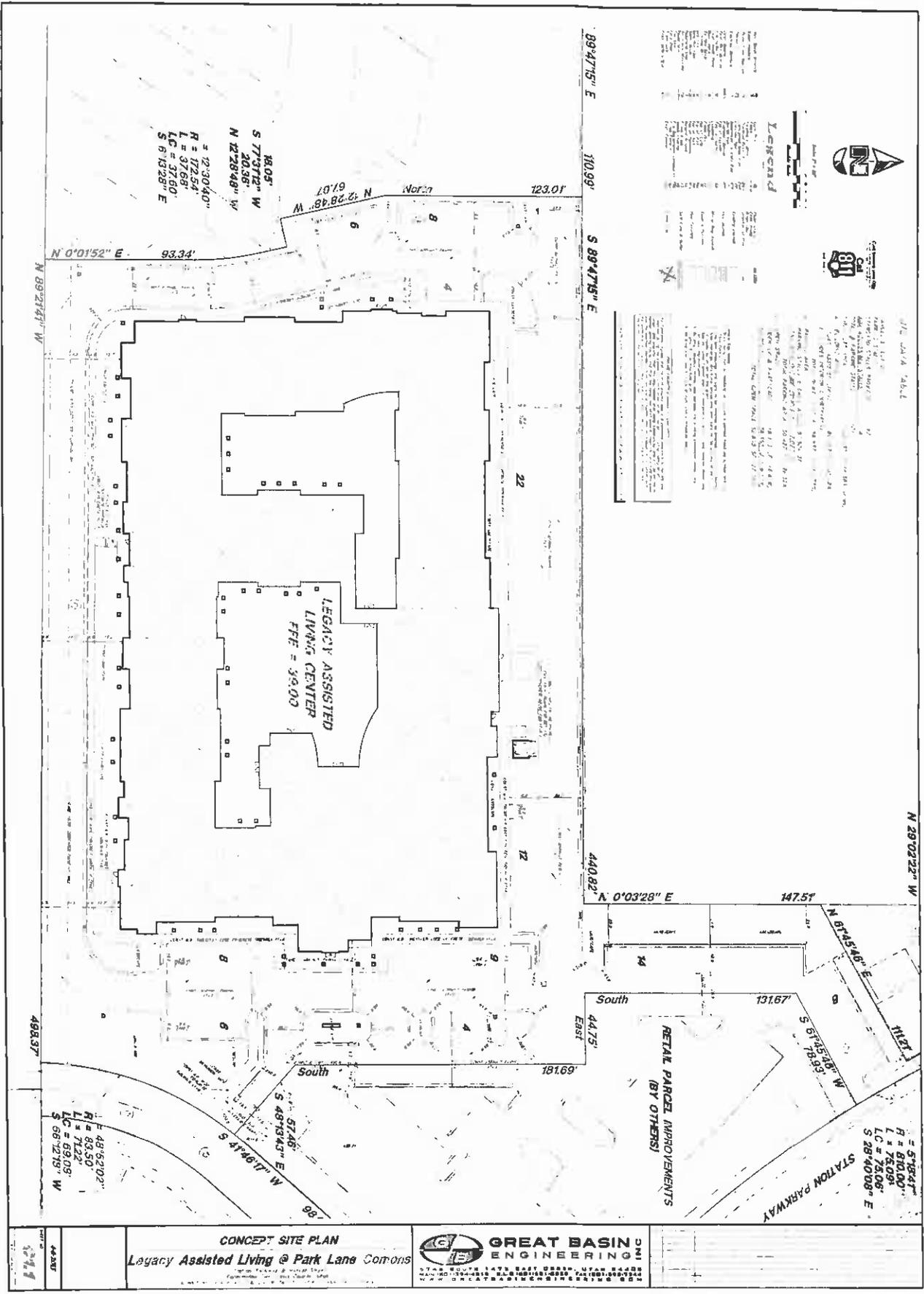
Concur



Dave Millheim
City Manager

Farmington City





Legend

1. Proposed Building Footprint
 2. Existing Building Footprint
 3. Proposed Parking Spaces
 4. Existing Parking Spaces
 5. Proposed Driveway
 6. Existing Driveway
 7. Proposed Walkway
 8. Existing Walkway
 9. Proposed Landscaping
 10. Existing Landscaping
 11. Proposed Fencing
 12. Existing Fencing
 13. Proposed Utility Lines
 14. Existing Utility Lines
 15. Proposed Easement
 16. Existing Easement
 17. Proposed Right-of-Way
 18. Existing Right-of-Way
 19. Proposed Access Point
 20. Existing Access Point
 21. Proposed Signage
 22. Existing Signage
 23. Proposed Site Furniture
 24. Existing Site Furniture
 25. Proposed Site Lighting
 26. Existing Site Lighting
 27. Proposed Site Security
 28. Existing Site Security
 29. Proposed Site Amenities
 30. Existing Site Amenities
 31. Proposed Site Features
 32. Existing Site Features
 33. Proposed Site Elements
 34. Existing Site Elements
 35. Proposed Site Details
 36. Existing Site Details
 37. Proposed Site Components
 38. Existing Site Components
 39. Proposed Site Systems
 40. Existing Site Systems
 41. Proposed Site Infrastructure
 42. Existing Site Infrastructure
 43. Proposed Site Services
 44. Existing Site Services
 45. Proposed Site Operations
 46. Existing Site Operations
 47. Proposed Site Maintenance
 48. Existing Site Maintenance
 49. Proposed Site Management
 50. Existing Site Management
 51. Proposed Site Administration
 52. Existing Site Administration
 53. Proposed Site Finance
 54. Existing Site Finance
 55. Proposed Site Marketing
 56. Existing Site Marketing
 57. Proposed Site Sales
 58. Existing Site Sales
 59. Proposed Site Customer Service
 60. Existing Site Customer Service
 61. Proposed Site Human Resources
 62. Existing Site Human Resources
 63. Proposed Site Information Technology
 64. Existing Site Information Technology
 65. Proposed Site Legal
 66. Existing Site Legal
 67. Proposed Site Public Relations
 68. Existing Site Public Relations
 69. Proposed Site Community Outreach
 70. Existing Site Community Outreach
 71. Proposed Site Environmental
 72. Existing Site Environmental
 73. Proposed Site Safety
 74. Existing Site Safety
 75. Proposed Site Security
 76. Existing Site Security
 77. Proposed Site Risk Management
 78. Existing Site Risk Management
 79. Proposed Site Compliance
 80. Existing Site Compliance
 81. Proposed Site Governance
 82. Existing Site Governance
 83. Proposed Site Strategy
 84. Existing Site Strategy
 85. Proposed Site Vision
 86. Existing Site Vision
 87. Proposed Site Mission
 88. Existing Site Mission
 89. Proposed Site Values
 90. Existing Site Values
 91. Proposed Site Culture
 92. Existing Site Culture
 93. Proposed Site Identity
 94. Existing Site Identity
 95. Proposed Site Branding
 96. Existing Site Branding
 97. Proposed Site Communications
 98. Existing Site Communications
 99. Proposed Site Marketing
 100. Existing Site Marketing

CONCEPT SITE PLAN
 Legacy Assisted Living @ Park Lane Commons

GREAT BASIN ENGINEERING

DATE: 11/11/11
 DRAWN BY: JMM
 CHECKED BY: JMM

STATION PARKWAY
 RETAIL PARCEL IMPROVEMENTS (BY OTHERS)

CITY COUNCIL AGENDA

For Council Meeting:
July 14, 2015

SUBJECT: Street Cross Section Modification for Park Lane, 1100 West, and Clark Lane

ACTION TO BE CONSIDERED:

Approve the street cross section changes related to side treatments for Park Lane, 1100 West, Clark Lane, and Round-about Area.

GENERAL INFORMATION:

See attached staff report prepared by David E. Petersen, Community Development Director.

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



FARMINGTON CITY

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MAYOR

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JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 14, 2015

SUBJECT: **STREET CROSS SECTION MODIFICATION for PARK LANE, 1100 WEST, and CLARK LANE**

RECOMMENDATION

Move that the City Council follow the recommendation of the Planning Commission and approve the following street cross section changes related to side treatments for Park Lane, 1100 West, and Clark Lane:

Street	Recommended Modifications	
	Park Strip	Sidewalk
Park Lane	6' to 8'	6'
Clark Lane	6' to 8'	6'
1100 West	10'	6'
Round-about Area	Sidewalk may be constructed to back of curb and widened to 8'	

BACKGROUND

The U of U is moving forward with its medical center which abuts the south side of Park Lane at the northeast corner of 1100 West and Clark Lane. The U of U design team has informed the City on numerous occasions that they do not need to follow City ordinances and/or standards. Notwithstanding this, staff is providing comments for their consideration, including (among other things) city street cross section standards. Plans from the U's architect and engineer differ regarding side treatments adjacent to public streets and/or within the public right-of-way (i.e. park strip and sidewalk)--none of which match any city standard. Nevertheless, city

ordinances allow for modifications, but only the City Council is authorized to approve such. It appears that it is up to the U as to whether or not they chooses to follow what is approved by the Council

Existing Standards in Mixed Use Areas		
Subdivision	Park Strip	Sidewalk
Park Lane	8' to 10'	6' to 10'
Clark Lane	10'	10'
1100 West	10'	10'

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
July 14, 2015

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

1. Approval of Minutes from City Council held on June 16, 2015
2. Approval of Minutes from City Council held on June 30, 2015
3. Interlocal Agreement with Davis County regarding the "Tour of Utah"
4. McGreens & Sons Agreement for Construction of the 1470 South Waterline Replacement Project
5. Kilgore Agreement to Construct the FY2016 Road Maintenance

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

June 16, 2015

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Assistant City Manager Keith Johnson, Associate City Planner Eric Anderson, Parks and Recreation Director Neil Miller, Parks and Recreation Superintendent Colby Thackeray Pool Manager Sylvia Clark, Assistant Street Superintendent of Public Works Cory Brazell, Fire Chief Guido Smith, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

The invocation was given by Council member **John Bilton**.

Approval to Accept Bids for 650 West (Gym and Park)

Neil Miller said that after the bond was passed, the team tackled the priority list in order to keep within the \$10 million budget. **Dave Anderson** from Hogan & Associates Construction thanked everyone from the City who assisted during the planning process for the gym and park. He said there is some disappointment that they couldn't provide more finished real estate within the budget. However he is pleased with the quality of the product they will provide with the gym and park which the City will enjoy once it is finished. He said the original estimate for the park and gym completion was \$14.5 million. He said that Keith Johnson raised some money and was able to get the budget up to \$10 million. They reduced the amount of fill needed, from 90,000 yards to 30,000 yards, by adjusting the grading for the building. They kept the 3 full basketball courts in the gym to support the programs and usage desired by the community. The gym, the parking lot, all the utilities, the infrastructure to accommodate the full build out, the road improvements on the West side of 650 West, and 2 baseball fields, will all be completed with the \$10 million budget. He stated that he is pleased with the subcontractors and their bids. City employees will take care of the labor for the landscaping and provide the tools. When it came down to lowering the cost, they had to choose between quality of materials or decreasing the scope of the project. They decided to decrease the scope in order to stay within the budget. The storm drainage system will be built to accommodate the full build out of the park.

John Bilton asked about the gap of 60,000 yards in fill, and **Dave Anderson** said they redesigned the slopes and recalculated the grading for the site, which dropped the level of the entire building. The drainage to the ditch was just low enough to be able to do that. He confirmed that every part of the property will drain. **Cory Ritz** asked if the drainage will accommodate the drains from the east side of the property, which **Dave Anderson** confirmed. He also said there is another collecting, by some of the neighbor's houses. All the drains are included in the base price. **Dave Millheim** said the city completed a lot of research during the design process to see where the City's historic drainage comes from.

Cory Ritz said when the Council first discussed the idea of a gym, they had a \$4-5 million budget in mind, and he wondered how it increased to \$7 million. **Mayor Talbot** said that the \$4-5 million was simply a guesstimate, they had no idea how outdated that figure was.

He said the City is closer to reality with Keith's fundraising help. **Neil Miller** pointed out that the original budget guesstimate was for a smaller building.

Dave Millheim asked for rundown on the architecture. **Brent Tippetts** with VCBO said there have been 8% escalations since the original budget amounts were established, and that they are expecting another 5% this year. They were hoping for \$100 per finished square foot, but it ended up at \$155 per finished square foot. He referred to a design rendering and pointed out that the dark area in that picture will be fully built out, but that the other areas will be built later, by the City, at a lower rate. **Doug Anderson** asked if there will be any parking on the street, and expressed concern for the neighbors. **Brent Tippetts** said there will be more than adequate parking available in the parking lot. **Dave Millheim** said there will be parking allowed on the street, unless the City enforces otherwise. **John Bilton** asked if the fill and grading will be put in for the remaining, unfinished areas of the park. **Brent Tippetts** answered that neither the fill nor the grading will be put in, but the drainage will be. He described the details of what would be included in the gym: 3 full basketball courts, with volleyball and pickle ball lines, bleachers (both fixed and collapsible), score boards, office/staff space, and large bathrooms (which were reduced from the original calculated amount required by code). On the second level, there will be a suspended track going around the entire gym. The façade will be aesthetically pleasing with lots of windows and stone, as well as anti-glare translucent panels. There will also be accordion partitions to allow for three separate activity areas.

John Bilton asked how much it would cost to build out the rest of the park. **Dave Millheim** answered that it would cost an additional \$5 million if the City began now; but that it would obviously cost more in the future. **Brigham Mellor** asked if there is an estimate for ongoing maintenance costs. **Dave Millheim** said that there is not. He wanted to address the issue of how quickly the rest of the park can be completed. He said the park impact fee has to be amended, and that all future costs, to the extent the law allows for a cost of service increase, will be rolled into the future impact fee. If the Council asks the City to complete the project with City employees, it may cost less, but it may take 4-5 years. **Mayor Talbot** said he appreciates Keith's conservatism, and the great lengths he has gone to in order to stretch the budget. The full impact of Cabela's, the hotel, Vista, Mercedes-Benz, and other businesses is unknown. The City could earmark some of its new revenue to finish the park. **Keith Johnson** said that is also why they recommended leaving the General fund balance higher. **Mayor Talbot** said seeing the building going up may incentivize some donors and patrons to help fund the remainder of the park. **Keith Johnson** also said that perhaps in January or February the City can bond against the impact fees for additional money to finish the park. **Dave Millheim** said when the Council conducted the last park impact study, including the acquisition of fill dirt, etc, the impact fee to be assessed was about \$4000, which the City decided to discount by 40%. Since that time, the General fund has been "eating" the subsidy. There may be pressure from the building community to do that again. The last impact fee was only for acquisition dollars, not for development dollars. **Mayor Talbot** said the action tonight will be whether or not to accept the lowest bid proposals.

Purchase of Brush Truck for the Fire Department

Dave Millheim gave compliments to Fire Chief Smith for potentially finding a good deal on a brush truck. The Council has been presented with the amended 2015 budget, and will be adopting the new budget for the next fiscal year. In the 2016 budget, \$100k was set aside for a brush truck. The one the City retired was 20+ years old. In a misunderstanding, Chief

Smith thought the budget was only \$70k. He found a good used brush truck in Tennessee. It looks like it will do what the City needs it to do. As Keith closed out the budget, he realized the City would need to purchase it this fiscal year in order to get it. Those numbers are included in the amended budget for the current fiscal year. He wanted to make sure this budget item wasn't snuck through, and wanted to make the Council fully aware of the intended purchase. **Chief Smith** said he came across this brush truck after looking at between 60-75 pieces of used equipment. This brush truck was purchased new, has a 300 gallon tank, and hasn't been off road. It is in good shape. The price has been negotiated to allow for adding on a brush guard, etc. and still come in under \$70k. The Chief and two others would fly to Tennessee to check it out in person and then drive it back. The purpose of this vehicle is to serve within the City of Farmington. **Mayor Talbot** thanked Chief Smith for his efforts to find this truck. **Dave Millheim** said they are recommending that the Council approve the amended budget as it is written. **Keith Johnson** said they would be paying cash for the truck versus a lease.

REGULAR SESSION

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

CALL TO ORDER:

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

The invocation was offered by Councilmember **Jim Young** and the Pledge of Allegiance was led by **Hunter Lowe**, from Boy Scout Troop 1238.

PUBLIC HEARINGS:

Consideration of the Redevelopment Agency Budget for fiscal year ending June 30, 2016, and for amending the Redevelopment Agency Budget for fiscal year ending June 30, 2015

Motion:

John Bilton made a motion to temporarily adjourn the City Council meeting, which was unanimously approved.

Cory Ritz made a motion to open the RDA meeting.

Doug Anderson seconded the motion, which was unanimously approved.

Keith Johnson said there are two active RDA's in city- one is for US 89, the old Kmart site, which is winding down; the second is a newer RDA for Station Park, which is in its 3rd year. The US 89 RDA has about \$1.2 million, which needs to go toward housing. The City needs to decide specifically what to do with it. The City anticipates having the Station Park RDA paid off in the next few years, which will be done in less than half the anticipated time. **Brigham Mellor** asked if the City will continue to collect the tax increment when it is paid off. **Keith Johnson** responded that the City will not; once it is paid off the money goes to all the agencies (the County, the City, the School Districts, etc). **Dave Millheim** said they have estimated that the RDA will last less than half of the 20 year life cycle. The City will be able to nail that figure down, and the rate will stabilize, after Station Park builds out. He recommend not allocating any funds until there is some certainty when the City will receive those funds. Once the actual amount can be determined the City can build it into future budgets.

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

David Stringfellow, 2068 Sharpshooter Court, Farmington, Utah. In June 2014 the State Auditor released an audit alert on the proper accounting for RDA's. He asked if the City is booking the RDA money as sales tax, or as property tax and then transferring money from the City to the RDA? **Keith Johnson** answered that the City's auditors spoke with State auditors, and verified that the City does not have to do it that way. He said since the City's RDA is blended with the City, the RDA property tax goes directly into the RDA. **Mayor Talbot** asked if it has been verified, which **Keith Johnson** confirmed that it has.

Mayor Jim Talbot closed the public hearing at 7:19 p.m.

Motion:

John Bilton made a motion that the Governing Board of the Redevelopment Agency of Farmington City approve the resolution amending the budgets for fiscal year 2015, and adopts the RDA US89 and Station Park project area budgets for fiscal year ending June 30, 2016.

Brigham Mellor seconded the motion which was unanimously approved.

Jim Young made a motion to adjourn the RDA meeting.

Cory Ritz seconded the motion, which was unanimously approved.

Brigham Mellor made a motion to reconvene the City Council meeting.

Doug Anderson seconded the motion, which was unanimously approved.

Resolution to Increase Monthly Sewer Rates

Keith Johnson said the City handles the billing, and passes the money along to the Sewer District. The Sewer District sets the rates, and the City charges slightly above that rate to cover the costs of collection. The Sewer District plans to increase rates by \$2 per month for residential customers, and \$3 per month for commercial customers. Customers would see the change beginning on their August bills. The budget reflects this rate change. Every time utility rates are increased, City attorneys say the City needs to hold a public hearing.

Jill Houston, 4222 Brown’s Canyon Road, Oakley, Utah. She came to answer any questions about the rate increase. She said the rate increase will cover the growing costs of the Sewer District. She had provided a detailed packet of information, and there were no additional questions. She thanked the City Council for their cooperation with the Sewer District.

Mayor Jim Talbot opened the public hearing at 7:25 p.m.

Mayor Jim Talbot closed the public hearing at 7:25 p.m.

Motion:

Cory Ritz made a motion that the City Council approve the resolution to increase monthly sewer rates for all customers in the City by \$2 for residential and \$3 for commercial.

Doug Anderson seconded the motion which was unanimously approved.

Amend FY 2015 Budget and Adopt FY 2016 Budget

Mayor Talbot said the Council has been through a lengthy process of meetings to go through the proposed budget. He said that Keith Johnson provided a detailed explanation of what is in the proposed budget and appreciated Keith’s and the staff’s thoroughness.

Keith Johnson said a lot of information is included in the packets and that the budget has already been discussed at length. He said that the focus of his presentation is on the General fund, where property taxes and sales taxes are deposited, and where Public Services, Roads, and Parks & Recreation are paid from. The amended general fund balance proposal is \$1.561 million; this is about 18% of the City’s revenues, which is close to the City’s goal of 20%. This amount includes the purchase of a brush truck, and \$120k for the West Davis Corridor legal cost transfer. In the amended budget, revenues were corrected to reflect higher

than expected building permits, etc. The fund balance for fiscal year 2016 will be \$1.484 million, which is 17.5% of the general fund. Some of that money is being used for additional personnel. Sales tax continues to grow, and is about 14% higher than last year. This is the highest percentage growth in the state. Expenditures are higher this year by about \$350k. Construction on the gym and park are anticipated. The City completed the expansion of the Public Works building this year with no debt. The City also purchased a ladder truck, and only had to lease half of the amount. The amended budget for this year includes \$350k in additional sales tax, and also the higher quantity of building permits and development fees. The City ended up only taking \$26k from the general fund, instead of the \$330k budgeted.

He said that for the 2016 budget, there is no property tax increase. Due to the bond that was passed last November, there will be a property tax increase but it will be tied to the bond. The RAP tax was also passed. The City will hire 5 new employees as the City is growing, and will be increasing the hourly wages for part time firemen. Overall expenditures will be increasing by about 8%. There will be some new equipment to purchase. There is a lot of work to be done on the Water Fund. Benefits for employees will increase by 3.5%. The sewer rate increase was discussed earlier. The general fund proposal is currently \$9.1 million. **Keith** said they have been conservative on the City's revenues, and realistic on expenditures. Revenues and expenditures follow a general trend and continue to grow. The State sent information on property tax, including their calculations, and proposed tax rates for the General fund and bonds. The general tax rate is the same as last year, and he called the County and State to verify there was no change. They said it just worked out that some of the City's assessed values went down, and with the City's growth, it ended up staying the same. The rate for Farmington City is 0.002226, which is what will be voted on at this meeting. **Mayor Talbot** clarified that the motion needs to include the Auditor Certified tax rate. **Keith** said yes, it is specified in the packet. He also said that sales tax is increasing. In 2010 1% of total direct sales were just over \$1 million, in 2014 it is about \$2.6 million, which is what Station Park is doing for the City. The City hasn't had to raise prop taxes since 2003; growth in property taxes is mainly due to the growth of the City. **Dave Millheim** wanted to clarify that Station Park is not the City's only source of sales tax; other businesses such as Lagoon and Smiths are contributors as well. He thinks the growth projection is conservative, and thinks the City Council will be pleasantly surprised next year by the sales tax equation.

Keith Johnson said department heads are holding their expenses down. Sales tax is over 40% of the General fund revenue, and property tax is 20%. The total of all taxes makes up almost 80% of the City's revenue. Two large expenditure items are Police and Fire, which are over 1/3 of the budget in the General fund. After that, it is streets and parks, etc. Since 2008, Property tax per capita has stayed fairly flat. Total tax per capita has grown, which is mainly from sales tax.

Mayor Talbot thanked Keith for his detailed explanation. He pointed out that the City is fortunate for the partnerships and growth it has. The City has partnered with Lagoon for over 100 years, and now is partnering with Station Park and other developments. Other cities have to rely on property taxes if they don't have a commercial base. He thanked Keith for making sure the City is compliant with everything it does financially.

Mayor Jim Talbot opened the public hearing at 7:51 p.m.

David Stringfellow, 2068 Sharpshooter Court, Farmington, Utah. He asked for clarification if the \$120k spent for West Davis Corridor is in addition to the \$300k total. **Mayor Talbot** said

the \$300k is the total of what the City has spent on behalf of the citizens in legal fees, special studies, etc. to find and report discrepancies to UDOT. **David** asked if any of that money was used to buy land, and **Mayor Talbot** said it was not. **David** commented on the sales tax line moving up rapidly, from sales at Station Park and Lagoon, and said the way sales tax is distributed to cities in Utah is 50% point of sale, 50% population growth. There has been a lot more sales tax due to population growth. He said there is a stabilizing factor due to population growth. If there is another recession, it won't come crashing down, but will be moderated. He asked about going from \$6 million of long term bond to \$12 million. He said he worries that the bond was really tight, and thinks it was because the City didn't do enough outreach and waited until right before the vote to do so. He worries that when the City opens the doors of the gym and sees that half the amenities are not finished, residents will wonder why the City didn't increase the bond to finish it all at once.

Brigham Mellor said the City can't go out and promote and advocate on behalf of a bond. **David Stringfellow** clarified that his question related to selling the project, not so much the bond. He doesn't remember any discussion about the bond until 2 weeks before the election. **Mayor Talbot** said there were grassroots groups out promoting the bond months before the vote took place. David asked about a vote that took place last year to increase the bond by \$6 million. **Mayor Talbot** said the City was increasing an existing bond from \$3 million to \$6 million, not adding \$6 million to it. **David** said he doesn't remember anyone talking about the bond until it was over. **Mayor Talbot** said he thinks Parks & Recreation and grassroots groups did an admirable job. **Doug Anderson** added that at the football and baseball fields, the bond was discussed frequently. He said he attended grassroots meetings and thought the groups did a good job of advertising. **Brigham Mellor** said he also thinks they underestimated the opposition to the bond. **Mayor Talbot** said the City learned a lot from the process and that even he was surprised by how close the vote was.

Mayor Jim Talbot closed the public hearing at 7:58 p.m.

Motion:

Jim Young made a motion that the City Council adopt the enclosed resolution which amends the budget for fiscal year 2015, adopts the 2016 budget with the compensation schedule and the certified property tax rate of 0.002226 for fiscal year ending June 30, 2016.

John Bilton seconded the motion which was unanimously approved.

Approval to Accept Bids for 650 West (Gym and Park)

Dave Millheim suggested that he give a brief presentation on this agenda item since it was already discussed in detail during the work session. He said the action item before the City Council is to approve a group of bids for the gym and park that add up to about \$10 million. The proposed bids will not complete the full project, which is estimated to cost around \$15 million, and he is aware that the Council is dissatisfied with how far the \$10

million budget is going. The budget and bidding process has been arduous, and came down to a decision of quality over quantity. The dark area on the picture in the packets is what will be finished with \$10 million. If the Council approves the item, the City would authorize Hogan Construction to award the bids and to proceed with the plan.

Mayor Talbot said the architect for the project is VCBO, and Hogan Construction is the company that was awarded oversight of the bidding process. He said he appreciates both firms for their involvement thus far and reiterated that it has been a frustrating process. He turned it over to the Council for discussion.

John Bilton said this has been a long term project for the City, before some members of this Council were involved. The City is in an enviable, interesting position, due to the tough decisions previous Councils made regarding economic development. The City has been run prudently, department heads have been consistent, with long term employees, and government growth itself has been controlled. He said it may take the City a few years to finish the project. The 40 acre site has required sacrifice, but he thinks it is a good acquisition. It will likely be the largest amount spent by the City in its history. He said he believes the gym will be a legacy. He said he is in favor of this phase of the buildout. He said the City is doing what we can do today. He visited the gym in South Weber and they said it cost them about \$5 million several years ago, but the costs have obviously has changed. Parks of this size are important as a gathering place in the community. He said he is an advocate for this project. It is more than a very expensive gym, it is 40 acres of land that are being prepared for significant use, particularly with the significant growth on the west side of Farmington. The City has many assets, and there may be other ways to help fund the project, that won't require going to the taxpayers for it. The City is not even scratching its debt to equity capacity. He thinks the City can finish the project in 3-5 years.

Doug Anderson said he is an advocate for this project as well, and wants to move forward on it. He said the residents deserve to see evidence of the project commencing. He expressed concern that residents will wonder if they got their dollars' worth, and thinks the City should put together a plan to complete the park in a timely manner. He is pleased that City is not sacrificing on quality.

Jim Young said it looks like a significant amount of earth work that will benefit the baseball fields that is included in the current budget, and suspects that may be true in other areas as well. **Cory Ritz** said he disagrees with Jim. Based on what was said during the work session, there is not any significant earth work being done with the current budget to benefit the rest of the park, which was confirmed. All the City is getting is the gym, the parking lot, and road improvements. The City is not getting ball fields or anything else for the rest of the park. He said he is upset that the pitch to the public for the bond included 2 ball fields instead of 4, but now there are none being included. He said the emphasis was on fields for sports use, but now those things will not be available until a much further future date. Some people think that this gym will cover the City's current needs, but he wonders about other needs that are being left unmet. He said he would prefer to do a rebid with the expectation that bids will come in lower while still expecting high quality.

Brigham Mellor said he has been in similar discussions about the construction of similar buildings in Salt Lake County, and feels like what the City asked for in the gym is what we are getting. The need for the fields doesn't exist right now because the City still has existing fields, which won't go away for another year or two. How the City pays for finishing the park remains to be seen and needs to be decided. The City promised to deliver on certain things, but the City doesn't control the cost. **Cory Ritz** said we have a functional basketball program, but not functioning soccer or baseball programs. The urgency of the soccer fields

was part of what the City was sold on. **Brigham Mellor** said there is dysfunction with the baseball program and that generally it is a declining sport. He does not share the view that baseball is the primary need, but believes that basketball is.

Mayor Talbot said that this has been a difficult project. As the Mayor, a former City Councilman, as the former Planning Commissioner, and resident, he sees the need for something to accommodate the City's growing need for programs. He is in favor of the project. The goal would be for the Council to adopt it so the project can get started. He thinks the City will be able to complete the park aspect with future available funds. He said he commends the City's Financial Officer and City Manager to not get into debt. He said he feels badly that the bids came in higher. He said he looks forward to the start and completion of the facility, and thinks it will be something the City will be proud of.

Jim Young said all Council members feel some disappointment with how the bids came back and intuitively feels like a rebid would cost more if interest rates go up, especially since the City went to considerable expense to obtain these bids. **Dave Millheim** confirmed that the City invested a considerable amount in obtaining the current bids.

Motion:

John Bilton made a motion that the City Council approve the acceptance of the lowest presented bids, procured by Hogan Construction.

Brigham Mellor seconded the motion which passed by a margin of 4-1.

Dave Millheim asked for roll call vote for the record since this is a large expenditure.

Brigham Mellor: Aye

Doug Anderson: Aye

Cory Ritz: Nay

John Bilton: Aye

Jim Young: Aye

Special Assessment Area for 650 West, 1100 West, and Glovers Lane

Mayor Talbot said this is a discussion item only, to decide whether to direct staff to further explore establishing an SAA. **Dave Millheim** said this item required a lot of thought, and there is a window of opportunity before the Council. With the coming gym, park, high school, elementary school etc, the infrastructure in that area is insufficient for the coming improvements. A Special Assessment Area (SAA) defines an area of benefit, and taxes their properties. The question becomes who pays for the improvements that will be needed for the developments. The City has extension agreements with the property owners and can require them to put in the improvements. The assessment area allows the City to put them in over time. This allows property owners to essentially finance it over time instead of having to pay for the improvements all at once. The City must hold protest hearings, and if 50% plus 1 of the property owners—with votes being based on benefitted value (or in other words, the value of

the assessment)—say they do not want it, it does not move forward. Politically he has never seen a City Council approve an SAA if there is not a large margin of support. The window of opportunity is now because the City will not protest, the School District will not protest, and he also received verbal commitment from Fieldstone that they would not protest. The property owners' votes will not add up to overthrow the votes of the other entities, and City can require them to do it anyway. He believes there would not be enough votes to prevent it. The improvements would directly benefit the property owners in the SAA, by increasing property values due to the curb and gutter. The same people who do not want to have the SAA and put in the improvements would likely protest in a couple of years after the school is put in, due to the additional traffic. He told the Council to not ask the City to create the SAA as a theoretical exercise, because they already have too much to do. This is just a rough idea of it, and he will direct staff to do further research if the City Council wants to move forward with it.

Mayor Talbot agreed that the issue is how the City can pay for these needed improvements. The Council is only voting to further explore it. **Doug Anderson** asked if there are other options to complete the road improvements if the Council does not create the SAA. **Dave Millheim** said other options include a property tax increase, borrowing from the General fund balance, or moving this project ahead of other projects in terms of budgeted priority. If the improvements are not done now, the improvements may get done in bits and pieces, but will be missing important links and will have greater traffic flow to complicate things. **Mayor Talbot** asked if it will be done in conjunction with other projects. **Dave Millheim** said the key is making sure the School District is on the same page in order to make sure that the two key players are on board. The bigger the project, the better the bid. Assessment rules allow the Council to go with the majority and implement the SAA on someone even if they do not want it. The window of opportunity will close if the City completes their portion of 650 West because then the City will have to count on the property owners to approve it. **Doug Anderson** asked if the City has spoken with the residents who would be affected. **Dave Millheim** said the City has not. He said all three areas—650 West, Glovers Lane, and 1100 West—are thrown in just for the sake of the conversation. **Brigham Mellor** asked if the Council gets to vote on the assessment. **Dave Millheim** said that the Council members determine the budget and the improvements, but cannot just guesstimate it. If the bids come back greater than 20%, you have to start over. You lock in the bids, and then lock in the assessment. **Brigham Mellor** asked if the assessment amount is estimated by linear foot. **Dave Millheim** confirmed that the assessment and voting power are by linear foot of frontage. **Brigham Mellor** asked if the Council moves forward, is the City coming up with an accurate per foot estimate, identifying parcels with frontage, and determining their contribution to the assessment? **Dave Millheim** said the Council would pass a Notice of Intent, come up with a formula and budget, send out certified mailings to the affected property owners with the date of the protest hearing. Property owners who do not attend the protest hearing count as having voted in favor of the SAA. Votes would be counted only for property owners with assessments, not neighbors. **Cory Ritz** said there are a fair number of properties in the area that already have curb and gutter, and asked if they are still part of the SAA. **Dave Millheim** said the properties will likely need new curb and gutter if it does not match up and/or due to road widening. **Cory Ritz** asked why the curb and gutter would not line up with the City's road plans if it has been installed under city supervision. **Dave Millheim** said that it is sometimes more cost efficient to rip out the existing curb and gutter than to try to add to it in order to make it match the grading of the road. The SAA is needed because there are other improvements beyond just curb and gutter. Each property must be individually evaluated for what they have already paid for in terms of improvements. **Mayor Talbot** asked if there is an

estimate on how many extension agreements the City has. **Dave Millheim** said it is a large number. He said if the City just relied on extension agreements with the property owners themselves, there would not be enough critical mass, but with the City's critical holdings, it can be done. The School District is trying to get bond passed. Rule 53 says the School District can do what they want and put things where they want. The only improvements the School District has to complete under rule 53 are their frontages; whereas if it were a business, the City could do an impact study and could exact a greater contribution from them. If they show they are doing their part, it makes their bond sale easier. **Cory Ritz** said he counted about 30-40 individual property owners on the map included in the packet. He said people are feeling put upon by what the City is doing. However he feels it is worth exploring. **Dave Millheim** said the Council needs to be prepared for their phones to ring, and to not be able to answer all their questions yet. This will likely be discussed at about 6 City Council meetings before it is formally done, and there will be several opportunities to stop if it is looking too expensive. **Mayor Talbot** asked if there were any further questions before a motion and a vote. **Brigham Mellor** said he thinks exploring it is a good idea.

Motion:

Brigham Mellor made a motion to direct staff to further explore the possibility of establishing an SAA to help fund improvements in west Farmington related to the construction of the new high school, including improvements to 650 West, Glovers Lane, and 1100 West.

John Bilton seconded the motion which was unanimously approved.

Break

Motion:

Brigham Mellor made a motion that the City Council move the agenda item May PUD Subdivision-Schematic Hearing up, and move the Status of Proposed Farmington Justice Court down.

Doug Anderson seconded the motion, which was unanimously approved.

Dave Millheim stated that first he wanted to take a minute to recognize Gary McCloy from the Fire Department. He wanted to thank him for all his work and for doing an excellent job handling two serious incidents recently. Dave said he was on site during a significant traffic accident, and then a significant house fire, where Gary was the incident commander. Dave said he wanted to thank him in front of the Council. **Mayor Talbot** said he rubs shoulders with public safety officers daily. He wanted to mention that another Mayor recently said that the Council and community in Farmington are unique, in that we like each other and respect each other. He thanked Gary for his service.

May PUD Subdivision – Schematic Plan

Eric Anderson said this property sits on .72 acres. He said it is unique because the home is currently centered on the lot, which makes it difficult to subdivide into the 3 lots

desired by the applicant. The applicant proposes a PUD instead of alternate lot size. In the LR zone, the alternate lot size minimum is 10k square feet. It requires 10% open space, which is negligible on this property. The applicant could do a historic preservation of the home or the shed; the applicant has proposed to preserve the shed on the property. The shed probably could not be put on the Historic Register. The Planning Commission recommended denial of the applicant's plan because the lot sizes do not reflect the neighborhood, and the preservation of the shed would not be adequate to meet the spirit of the PUD. The design standards are high for a PUD, and the Planning Commission didn't feel this request met those standards. Staff gave two recommendations: two options for approval and one for their recommended denial. A historic architect said the home could be preserved, but he said the house is in a state of significant disrepair. Additionally, the way the house is situated on the property makes the proposal nonviable.

Mayor Talbot invited the applicant forward.

Jared May, 984 Compton Road, Farmington, Utah. He said he has some information that was not included in packet. He said this project has been 7 years in the making. He said he did his due diligence before purchasing the property. He said his plan was conceptually approved in conjunction with street and water main improvements. Part of the street would be vacated in exchange for the Mays paying for curb and gutter. They purchased the property on good faith, but the street improvements were delayed from 2008 to 2011. In 2010, the vacation was approved, but it took until 2014 to complete it. He said they spent a lot of money to get the neighboring property lines aligned to meet at the boundaries. It has taken 7 years to get to this point, and due to different zoning, this is the last option they have left. He said he has not had opposition from any neighbors. He said that he has signatures from 20 neighbors in close proximity. He stated that there are 5 lots under 10K square feet in the neighborhood, and there are 15 lots under 20k square feet. He disagrees with the Planning Commission recommendation that the proposal does not match the neighborhood. The reason they are pursuing the preservation PUD is because it is the only avenue left. Based on the criteria for evaluation for the Historic Register, he believes there is some leeway for preserving the shed. If they preserve a portion of the home, it would be just the original home in the front corner. It is 1/3 the cost to tear down the home rather than to preserve it.

Mayor Talbot opened the public hearing at 9:34 pm.

Janie May, 960 Compton Road, Farmington, Utah. She stated that she is the applicant's mother and lives next door. She said the applicant has put so much effort into this property with the hope of building a nice home for his family. She said the property was so overgrown and covered with garbage when they moved in, and they have already improved it. She said they have 6 kids and the current home is overcrowded. She stated that there is a hole in the front room, which leaks rain, and that the home is not worth saving. She said they want to build a nice home for their family. She asked the Council to have compassion on them.

Curt Merrill, 988 North 200 West, Farmington, Utah. He said he lives at the top of the hill, and that he supports the Mays. Having built lots of homes, and put PUD's together himself, he is knowledgeable about what is being proposed. He opined that saving something that is old, just because it's old, isn't always the best idea. He thinks the shed has more value to the

property than the home. He said in this case, the home does not have any value, and is actually devaluing. However, he said that building new homes on the property will add value to the neighborhood. He would agree with the Planning Commission's recommendation if the home had any kind of architectural appeal, but he said it is just old.

Scott Prance, 218 West 1000 North, Farmington, Utah: He stated that he supports this proposal, and what has been said. He said that nothing about the house is worth saving. As a community they did a lot of repairs for the family who lived there before, and having seen the home, it is not worth saving.

Brigham Mellor asked if the Council approves the option to preserve the shed, are they requiring it to actually be placed on the Historic Register. **Eric Anderson** said that the requirement is for the structure to be realistically eligible, though it does not actually have to qualify. **Mayor Talbot** asked if the applicant could be grandfathered in since the City changed the zoning, and the application has been coming for some time. **Eric Anderson** said no, because they are going for a PUD, which is like an overlay rezone just for this space. That necessitates the requirement for either the historic preservation or the 10% open space. **Mayor Talbot** asked Dave Peterson if the shed is in good enough shape to stay how it is, or if it would require significant repairs. **Dave Peterson** said the shed is in good shape. He said he does not think the property would qualify for 10% open space. **Dave Peterson** said staff looked carefully at whether the 10% open space has to be on site or not, and it does not specify. **Brigham Mellor** said he thinks it would be a stretch to put it somewhere else. **Dave Millheim** said he is confused by staff's recommendation because it says either/or. If the shed could realistically qualify for the registry, then the 10% open space requirement should not matter. **Dave Peterson** said they know now that it cannot be on the Historic Registry. **Dave Millheim** said that the staff recommendation says "could realistically be placed" on the registry, not that it actually has to be placed on the registry. **Dave Peterson** said it appears they got the recommendation from their consultant after the staff report was written. **Dave Millheim** said that the Council can waive the conditions. **Dave Peterson** said the Council cannot waive the 10% open space requirement because it is in the ordinance. They would have to amend the ordinance. **Dave Millheim** said that the Planning Commission is essentially saying the Council has to deny it then. **Dave Peterson** said no, they can provide 10% open space there or elsewhere. **Cory Ritz** asked if a TDR is a possibility, why is a fee in lieu of not a possibility. **Dave Peterson** said there is not a fee in lieu provision written in the ordinance. He said they are amending a PUD ordinance to get rid of a strip of land to accommodate Farmington Creek Estates phase III, and it's possible the applicant could bring in a third lot after that is amended. **Dave Millheim** said that Dave Peterson is suggesting that as part of that cleanup of the PUD ordinance, it is likely this will be taken care of too. **Dave Peterson** said the Council is considering a legislative act, and that PUD's always require 10% open space. If the open space will be somewhere else, the Planning Commission will want to review it. Open space includes common areas, walks, tennis courts, rock outcroppings, etc. **Cory Ritz** said that the applicant could do a design element throughout the property and have that qualify as the 10% open space. **Dave Peterson** said yes, but the Planning Commission felt the 10% was unlikely and wanted to recommend 2 lots.

John Bilton said he thinks it is a great use of the space, and is the best alternative we have. He agrees with the sentiments of the public that the home would be difficult to preserve.

He thinks this would do a great deal of good for the neighborhood. He said he is not sure if the applicant wants to put in the 3000 square feet of open space, but he thinks it could be done. **Doug Anderson** said he thinks this makes sense, and thinks the applicant would be willing to add open space on or around the property.

Mayor Talbot closed the public hearing at 9:52 pm.

Motion:

Brigham Mellor made a motion that the City Council approve the proposed Schematic Plan for the May PUD Subdivision subject to all applicable Farmington City ordinances and development standards and subject to the following conditions:

1. The applicant will provide 10% open space as required by Section 11-27-120(g) of the Zoning Ordinances.
2. The applicant will provide the reports and plans designated by Section 11-30-105 of the Zoning Ordinance prior to or concurrent with preliminary plat.

John Bilton seconded the motion which was unanimously approved.

John Bilton said the Planning Commission's issue was that it does not match the density of the surrounding area, but he believes the applicant showed it does, and he believes it does as well. He said the purpose of a PUD is for situations like this that don't fit. **Cory Ritz** said he came thinking two lots would be more appropriate than three, and thanked the applicant for bringing his neighbors to speak and for providing additional information. **Mayor Talbot** suggested the Mays get together with staff to form a plan. **Dave Millheim** offered his thanks to Dave Peterson for all he did to try to make it work. He said the issue he is raising about the PUD ordinance is legitimate.

Findings for Approval:

1. The proposed schematic subdivision is in substantial compliance with all subdivision and zoning requirements for a schematic subdivision approval including:
 - a. A completed application;
 - b. Description and preliminary layout of utilities and other services required.
2. The proposed subdivision would rehabilitate and preserve the existing historic shed, however, the historic home would not be preserved under the current proposal.
3. The proposed Schematic Plan submittal is consistent with all necessary requirements for a Schematic Plan as found in Chapter 3 of the City's Subdivision Ordinance.

Status of Proposed Farmington Justice Court

Dave Millheim said the staff report speaks for itself. **Mayor Talbot** thanked Dave Millheim for his follow through and for all he has done to stay on top of this matter. **Dave**

Millheim said he believes the City will move forward, and that things appear to be on track. He said legal counsel for the County is not happy Farmington City is holding back until everything is done to our satisfaction. The City is in a veto position. With the approval of the budget earlier, the City is looking at a great resource. It would mean a \$2.5 revenue increase in the budget, along with corresponding increases in expenses and staff. The City will have to amend budget to reflect that, but we wanted to make sure the revenues and agreements are in place before formally amending the budget. In the end it will be around a \$500,000 benefit to the City.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Resolution regarding Utah Retirement Systems “pick up” of Member Contributions for Eligible Employees
2. McOmber Subdivision Amended Improvements Agreement
3. Approval of Minutes from City Council from May 26, 2015
4. Resolution Amending the Consolidated Fee Schedule relating to Football Fees and Sanitary Sewer
5. Villa Susanna Final PUD Master Plan and Final Plat
6. Agreement Amendment for Station Park regarding Drive up Windows

Motion:

Brigham Mellor made a motion to approve the items on the Summary Action List 1-5, with a separate discussion on item 6.

Jim Young seconded the motion which was unanimously approved.

Dave Millheim noted that item 5 has been a long time coming and he is thankful to have it done.

Summary Action Item 6: Agreement Amendment for Station Park regarding Drive up Windows

Brigham Mellor said he was on the Planning Commission when Starbucks was coming into Station Park, and that they did a lot of due diligence and showed renderings of what it would look like. It was an ideal location for that drive through. Within a certain radius, the City is trying to preserve the asset of public transportation. He said he does not think it is a good location, and does not want to give Station Park carte blanche to put in drive throughs. He said he would have preferred the density and the center of the development to be closer to public transportation, but that does not mean there should be a drive through there. **Mayor Talbot** commented that fast food restaurants survive on drive through. **Brigham Mellor** said he is not saying no drive through period, just not on that particular pad. He said he thinks if it

were in a position more similar to Starbucks, it would be a better fit. **Doug Anderson** said he agrees with Brigham. He said that the Chick Fil A drive through is a nightmare in Centerville. **Mayor Talbot** said he thinks the City may not have a Chick Fil A altogether. He spoke with the Chick Fil A owner in Layton, who said it is not certain they will even come to Farmington due to how many times they have been moved around. **Cory Ritz** asked if this is the property that used to belong to UTA. **Dave Millheim** said everything but the site they are proposing to put Chick Fil A on, belongs to UTA. CenterCal owns the proposed Chick Fil A site. **Cory Ritz** asked if there is still an active UTA proposal for high density housing. **Dave Millheim** said no, but there is still UTA ownership, and they will still pursue other development. **Cory Ritz** asked if CenterCal still has an active application for high density housing. **Dave Millheim** confirmed that they do. **Cory Ritz** asked if the City could use that as leverage to flip flop their applications. **Dave Millheim** said the City's leverage is next to nothing; he also stated that the lot sizes are substantially different as well as the zoning. He reminded the Council that the Chick Fil A may not even happen since it has been moved around several times and was given no incentives. If the Council says no to drive throughs, they are saying no to Chick Fil A. He said the Council is free to table this item. He also said the Council can ask for the Planning Commission's input. He said he disagrees that moving it to the corner like Starbucks would solve the problem. What they are asking for is modification of the entire section A, and while it may be specific to Chick Fil A, it could open up a Pandora's Box for the rest of that section near the train station. He stated that drive throughs do not encourage a walkable area close to the train station. **Eric Anderson** said that the area cannot queue up enough cars, and the drive through lineup would spill into the parking lot. He said the UC Davis campus came up with a compromise, where the drive through traffic circles around three sides but there is no queuing next to the sidewalk. **Brigham Mellor** said he looked at that compromise already, and does not think it will work. **Mayor Talbot** suggested that due to the lateness of the evening, and because the residents of Farmington would likely be interested in having a Chick Fil A, the Council table this item. **Dave Millheim** agreed it would be appropriate to table this item due to the lateness, and in order to invite the developer to be part of the discussions.

Motion:

Jim Young made a motion to table this item and to invite the developer to participate in further discussions.

Brigham Mellor seconded the motion, which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- Executive Summary for Planning Commission held on June 4, 2015 is in the packet.
- Monthly Activity Report for Fire is in the packet.

- Regarding Cemetery Issues: the City made a mistake in the last Cemetery Memorial Day issue. The City's parks crews go to great lengths to clean up the cemeteries after Memorial Day. They are not supposed to touch things on the monuments or in the vases, but the crews took everything down. He said he received a call from someone whose handmade items were thrown away. The City will need to replace the items. He also received a complimentary letter from a Kaysville resident for the state of the cemetery. He complimented the crews for generally doing a good job. He mentioned that the City made a wise decision with the cemetery expansion.
- George Chipman is unhappy. He put together a high end mailer regarding the updated trail map to send out with the newsletter, claiming the City Council authorized him to do so. Dave said he told George the City would put it in the newsletter if it did not compete with anything else. Dave said he wants to suggest that it get mailed separately, where it is more likely to be noticed, and to have the trails committee pay for it. **Cory Ritz** suggested telling George that if the flier is mailed with the utility bill it will be overlooked, and this way it will be noticed.
- There was a serious incident caused by a Council decision from a long time ago. It is regarding an Ivory Homes developments, and how the Council required trucks to be routed in and out of that neighborhood. Developers worked closely with the requirements, and most of the time it is working. However, one resident has self-deputized himself and lays in front of trucks, such as FedEx trucks, etc., even if they are not conducting business related to the construction of the subdivision. A dump truck was picking up dirt unrelated to the Ivory Homes project, and the resident stood in his way. The truck driver bumped him, and the resident jumped up into the truck and started to beat the driver (who was handicapped and could not defend himself). Both men were cited for assault. It's a public road, and the requirement placed by the City Council was only related to the building of the subdivision. The City will be dealing with the repercussions of this decision for a long time and there may be numerous unintended consequences.
- An item relating to Animal Control: The County is saying they are picking up 1% of the animal control calls for unincorporated areas, and 99% of the calls from incorporated areas, but that they are bearing most of the cost. They are wanting to phase in significant increases, and are wanting to shift the balance of the costs to 90% being borne by the cities and 10% borne by the County. The good thing is that the County is telling the City ahead of time and looking at notice provisions, but the bad news is that they do not want to fully subsidize it anymore. The City is paying \$44k now, and would be paying about \$120k under this scenario in 5 years. The County has a legal opinion that statutorily they do not have to provide animal control. **Cory Ritz** asked if there is a line item in the tax code requiring them to provide animal control. He said that if they do not want to provide it anymore, they should not tax the City anymore. He said it would be easy to solve on a fee based system.

Brigham Mellor

- He confirmed that the internet discussion is taking place on August 14th. He asked if there is a schedule of the Festival Days events. **Mayor Talbot** said he will go over it.

Cory Ritz

- He said that at the last mosquito meeting, he learned that the numbers are astronomical this year. He said they have already treated 25% more acres than last year at this time. A suggestion was made that they could do a better job of spraying mosquitos with a plane going overhead. He said it would be helpful to get some feedback. **Dave Millheim** said they are planning to put the protocols for requesting a mosquito treatment in the newsletter, and they could craft some survey questions for a future newsletter to see if residents would be amenable to that idea.

Doug Anderson

- He received a letter from a woman named Lisa regarding historic preservation. It was a complaint about the demolition ordinance. He said he will follow up with Dave Peterson about it and will put it on a future agenda.

John Bilton

- He received a road bike City request from Chad Stone. **Dave Millheim** said the City is dealing with it. He said about 2/3 of the roads he mentioned are state roads, and 1/3 are city roads. He said Farmington received a joint grant with Kaysville to make sure that bike lanes align. Mr. Stone wants the City to just paint lines on the roads, but the City is not going to paint them without doing research. He will offer to put Mr. Stone on that grant committee. UDOT is ok with some lanes becoming bike lanes.

Jim Young said he had nothing further to discuss.

Mayor Jim Talbot

- Planning Commission Appointments: He wants to appoint Daniel Rogers to take the assignment for the next 18 months. All Council members concurred.
- Festival Days: He said that Holly will send out the schedule of the Festival Days events and they will make assignments.
- He said we need some designated parking stalls in front of the City Offices for people doing City business. He said there are elderly residents who need to park but cannot due to pool patrons parking close to the City Offices.

CLOSED SESSION

Motion:

At 10:49 p.m., **Brigham Mellor** made a motion to go into a closed meeting for the purpose of discussing the character and competence of an individual. **Doug Anderson** seconded the motion which was unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

ADJOURNMENT

Motion:

At 11:15 p.m., **Cory Ritz** made a motion to adjourn the meeting. **Brigham Mellor** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

FARMINGTON CITY COUNCIL MEETING

June 30, 2015

WORK SESSION

Present: Mayor Jim Talbot, Council Members, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, Water Sewer Advisor Larry Famuliner, Public Works Director Walt Hokanson, City Engineer Chad Boshell, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

Mayor Talbot said that Doug Anderson is excused due to a death in his family. He said that he wanted amend the agenda to flip agenda items 1 and 2 in order to take care of the public hearing first. He wanted to make sure to use the shot clock to time the comments since the City is anticipating a large turnout. He asked someone to make that motion after he recognizes Donovan Bracken, an Eagle Scout who is here with his family. **Dave Petersen** asked if Donovan could lead the Pledge, which was confirmed.

Dave Millheim said the discussion for the work session will focus on the City's long term water plans. The action before the Council is to adopt the priorities as outlined. If there are no serious concerns after this discussion, he would like to dismiss Larry, Walt, and Chad to go home so they does not have to sit through the entire City Council meeting. He introduced Brent Armstrong, whom he has met with before regarding potential wells and tanks on his property.

Larry Famuliner said population has grown faster than the City's foresight and planning accounted for. The Master Plan for water is updated every 5 years. The City is already 10 years ahead of what was anticipated in terms of population, and more than 10 years behind in terms of water supply. Fault lines, land acquisition, private property, etc. have all been stumbling blocks to finding a site for a new storage tank. They put together a plan to remedy these issues. Another dominant well is needed for City growth as well as for redundancy and property protection. The City can produce between 2-3 million gallons per day. **Dave Millheim** said that even though the City did master planning, we are ahead of where we thought we would be in terms of population, and the wells haven't been producing as we anticipated. **Larry Famuliner** said the City has storage capacity for 5 million gallons of water. However, a fire can potentially wipe out millions of gallons of water. He said the plan being presented is what they have been working on for months.

Chad Boshell said the City needs another 2000 gallons per minute and an additional 4 million gallons of storage. They propose implementing the first 4 priorities on the list simultaneously. The following list refers to the priorities included in the packet.

1. They propose implementing an ozone treatment for the Community Center Well. They have bid documents ready to go to construct and install the ozone to achieve usable water in the Community Center well. This will provide an additional 300 gallons per minute. **Brigham Mellor** asked if the ozone will treat the color and the smell of the water, and if it will require a new tank. **Chad Boshell** said it will treat the color, taste, and smell, and that it will be pumped into existing tanks. He said there is a small tank in the building where the ozone will be in contact with the water.

2. The second priority is updating the Master Plan, which will necessitate hiring a consultant to study the water system, create a new impact fee schedule, and create a new model to accurately account for growth factors. The City will be able to implement the new impact fees as soon as they are updated. The study will take about 4 months. The City Council will have to approve the Master Plan as well as the impact fee analysis. **Dave Millheim** says the City will also have to invite the building community in once the new impact fee schedule is drafted. Currently there is only 1 well, and 1 tank reflected in the impact fees, and the City needs 2 wells and 2 tanks to be reflected. **John Bilton** asked if the City should look at buying more water shares from Weber Basin. **Larry Famuliner** said a study indicated that the City's money would be better spent investing in drilling our own water rather than purchasing from Weber. **Chad Boshell** said if the City's top sites does not produce good water, then we should seriously look into buying shares from Weber Basin. **John Bilton** said the City is already \$1.5 million in and will be adding another \$500k to improve the Community Center Well. He asked about the cost benefit ratio of continuing down this path, given that \$2 million could buy a lot of water. **Dave Millheim** said the City spent that \$1.5 million on a productive well that will continue to produce water for the City as soon as it is treated. **Mayor Talbot** said he likes that the City controls its own destiny by having its own wells, and does not have to worry about what to do if other cities are willing to pay more money for water shares from Weber Basin down the road. **Chad Boshell** said the City purchases 500 acre feet from Weber, which is an old agreement, and will remain in effect. He mentioned training the residents to accept the water as it comes from the wells or from Weber. **Cory Ritz** asked about purchasing water from the Lagoon well, or perhaps even purchasing the well. **Dave Millheim** said there are politics involved there. He said the proposed plan is the best bet we have. **Cory Ritz** wondered if the money being proposed to fix the Community Center well could be better spent elsewhere, and if the City should hold off on spending it now to wait until we have a clearer picture. **Dave Millheim** said no, because the City has a proven water source, and we are trying to be proactive. The City will likely need to use that water in any situation.
3. The next priority is to develop 1 of 2 wells. **Keith Johnson** said they want to start in July and work on items 1-4 simultaneously. **Chad Boshell** said if the Council members are ok with fielding calls, the City can turn on the Community Center well without pursuing treatment. But by investing in the treatment now, it can act as a very good backup for the system. **Mayor Talbot** said it's a good investment and it would be a good idea to make the well productive. **Chad Boshell** said that eventually at least 2 wells will be developed. If the first well produces sufficient quantities, the second will not be as crucial. However if it only produces 500 gallons per minute, then the City may even need three total additional wells. There are 3 potential well sites they believe have good water beneath them.
4. The fourth priority is to design and construct a 2 million gallon tank. The City has several potential tank sites, as well as potential for a land swap with a developer to get a better site for the tank. **Mayor Talbot** asked how much it costs to do a test drill, and **Chad Boshell** said about \$300k. If it produces it is not a lost cost, but if it does not produce, that money is lost.
5. The fifth priority is to develop a second well. After the first well and tank are constructed, they propose moving straight into the second well and tank. **John Bilton** asked how a potential well site is determined. **Chad Boshell** said they hire a geologist

to study the area, the existing wells, and geological formations to map out potential sites.

6. The sixth priority is to design and construct a 2 million gallon tank.
7. The final priority is to construct a water line crossing from Burke Lane to I-15.

Dave Millheim said this is an important long term issue, and he encouraged the Council to make sure all their questions are answered before voting. He said the proposed well sites have been thought through. He said there is a structure to the order of priorities and the dates are self-imposed in order to get the ball rolling. The goal is for the Council to understand the plan so that the priorities can be accounted for in the budget. **Mayor Talbot** said he would at least like to get the Community Center well up and running. **Keith Johnson** said the City currently has \$1.3 million in impact fees that could cover the ozone treatment.

Mayor Talbot advised the Council to not feel pressured to vote on the Residences at Farmington Hills agenda item, and to feel free to table it if needed.

REGULAR SESSION

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

CALL TO ORDER:

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

The invocation was offered by Mayor **Jim Talbot** and the Pledge of Allegiance was led by Eagle Scout **Donovan Bracken**.

Mayor Talbot recognized **Donovan Bracken** for completing the 100th Eagle Scout project benefitting the Farmington trails system. He also said that Doug Anderson is excused due to a death in his family.

Motion:

Cory Ritz moved that the City Council amend the agenda so that item one becomes item two, and item two becomes item one.

Jim Young seconded the motion, which was unanimously approved.

Mayor Talbot asked for civility and decorum from the audience during the public hearing and asked residents to not repeat points that have already been made.

PUBLIC HEARINGS:

Residences at Farmington Hills Schematic Plan and Preliminary PUD Master Plan

Dave Petersen referred to a memo from Eric Anderson, and to a list of 4 items for consideration. He said part of the proposed area is unincorporated, and it was submitted for study and it was approved for annexation into the City. The Planning Commission recommends annexation, but a separate public hearing must be held. Another decision relates to the zoning for the property. The portion of the proposed development that is currently within the City is zoned Large Residential, and the petitioners would like the annexed area to be zoned LR to match. The property owners must provide 2 points of access due to the dead end streets. The developer has chosen to stick with the yield plan and develop about 23 lots, even though approximately 50 are possible with the ordinance. There are three lots under the 20,000 square feet requirement, and the developer is proposing a PUD overlay for that section of the property. The open space requirement will be filled by providing trail access and easements. The Planning Commission recommends approving the schematic plan for the development. The Planning Commission does not require in depth soil reports or geotech studies for the schematic plan, but will require them at preliminary plat. However, the City Council can require it to be done ahead of time.

Cory Ritz asked Dave to talk about the stages of vesting. **Dave Petersen** said that if the City Council approves the schematic plan, there is no vesting, and no guarantee the project will be approved. But if the City grants preliminary plat, then the developer has the ability to move ahead if they follow the conditions that are laid out. There is a series of steps that must be completed, and the Planning Commission has recommended making annexation a condition of preliminary plat. An attorney who represents the gas company with lines close by the landslide site in North Salt Lake, and a member of the commission who was very involved with the North Salt Lake situation, gave compelling evidence of how different this proposed development is. He said the annexation should not have been included in the motion tonight, and should not be considered until an annexation ordinance is presented. So he directed the Council to only consider items 1 and 2 in the motion.

Jerry Preston, 347 East 100 North Farmington, Utah. He said he is moving to 177 North Main Street Farmington, Utah. He said he is seeking schematic plan approval so he can move forward with geological and geotech studies. He wanted to address the concerns of the citizens. Regarding fire concerns, he believes the development will help the fire situation. He has lived in the community for 27 years, and said all fires he is aware of in that area have been man made. Irrigation in people's yards will help the fire situation. This subdivision would provide a secondary access out of 100 North. Past flooding issues have been from putting out fires or a major storm. This development would help to buffer that situation. He mentioned concern about future disasters. He said this is a project that has been under consideration for many years. He is very familiar with the North Salt Lake project and what went wrong. He said he is also very familiar with the topography of this area. He said they are going to great lengths to not develop the way the North Salt Lake landslide area was developed. He mentioned some concern about the water supply and said he does not think 23 additional homes will deplete the water supply. Another concern he addressed was trail access. He said the development will improve access to the trails. He said the City was unable to gain easements from previous property owners, but that they would be provided in this proposed development. Currently lot 5 of Sunset Hills is developed and he is hoping to exchange

properties with the City to create a parking lot for the trailheads. He said it would alleviate the parking congestion on 100 North. He said the development would help preserve access to the mountain. His opinion is that private property owners have the right to develop their property and that changes come over time. Developments around the City have brought great new residents. He said that this proposed development is in the foothills of the mountain, not the mountain itself. He asked the Council to accept the schematic plan to allow them to move forward with studies.

Mayor Jim Talbot opened the public hearing at 7:39 p.m.

Cory Crowell, 232 North 100 East, Farmington, Utah. His home is right below the proposed development. He was shocked to hear of the development. He uprooted his family from London to move to Farmington. He loves the charming, historic community. He has found that many in the community are against this development. He canceled several other things to be at this meeting to express his concerns. He is grateful for property owners providing access to the mountain. He said he found out that the City loses money on residential property tax and profits from commercial tax. Since the City is currently profiting from the property, he believes the development will be a burden. He proposes the City purchase the property and create a mountain park with minimal services for everyone to enjoy. He gave the Mayor a petition signed by community members against the development.

Melissa Clark, 217 North 100 East, Farmington, Utah. She came to represent the younger generation who come to Farmington for the charm, rich history, modest homes, and atmosphere. Developing the land will give the area the feel of a normal predictable city. She said historically Farmington has made decisions based not on profits but on building where things needed to be built. The City's heritage is lost when large homes tower over small historic homes. She said preserving the mountain will be a heritage for future generations.

Kirk Garrett, 135 East 100 North, Farmington, Utah. He is opposed to the development on the mountain above his home. His concerns are: 1. Cutting into the mountain and destabilizing it is a bad idea. 2. Traffic will increase exponentially with trucks attempting to stabilize the mountain, and the 24 new homeowners. 3. A new sewer system will not be required below the development, but the new homes sewage will roll down and into the existing sewer lines, possibly overcrowding them. 4. The size of the lots will require large homes to be built, and downtown Farmington homes will not be comparable to the new homes. 5. He will have to increase his homeowners insurance to prepare for potential landslides. 6. The City loses money on residential developments. 7. Only a limited number of individuals will profit from this development. He said this project is not balanced. He said he wants to prevent this and other future developments.

Terry Tippets, 435 North 200 East, Farmington, Utah. He is an engineer licensed in several states. He said it is nuts to build on a slope like that. He asked where the water would come from for those homes. He asked the Council to consider that if a homeowner goes bankrupt, the bank will not water the property, and it will increase fire hazard. He suggested that the City require a certain percentage of natural rock and restrictive natural vegetation that requires very little water, so the properties will blend in and so the homes will be too expensive for anyone to purchase.

John Bradshaw, 259 East 100 North, Farmington, Utah. He said that lightning hit his house recently. His concern about the development is practical. He said that 100 North is a narrow street. Prior to the Deer Hollow subdivision, all the homeowners on 100 North owned a prescriptive right of way along that road. With that development, they came to an agreement with the City to not widen the street and to not have a sidewalk. He fears that in 5 years, there will not be enough access with the additional homeowners. He does not want all the additional traffic coming past his home on the narrow street. He does not want the city to widen the street and require sidewalks.

Alisa Crowell, 232 North 100 East, Farmington, Utah. She said that after looking for a home her family settled down in old Farmington for its simplicity, the small town feel and the untouched mountain. She also suggested that the City put in a bike path for trail bikes or a mountain park that would be more in line with the community as a whole.

Sydney Cluff, 130 North 100 East, Farmington, Utah. He has lived here for 32 years. He moved here for the same reasons as many have mentioned. He has seen opposition to many developments. He said he has known Jerry Preston for 30 years, and believes he is an honest and fair person. He thinks the development would be beautifying for the community. He said if a person owns property, they should be able to develop it if they comply with the City's requirements. He encouraged the Council to approve it.

Gary Harris, 548 North 200 East, Farmington, Utah. He said he is a Geologist, and environmental scientist for the State. He said the State's geological survey refers to the proposed area as the Farmington Landslide Complex. He said that developments along the Wasatch Front have proceeded without adequate study. He said behind his house there are springs, which are characteristic of fault lines. Their drinking water comes from pumping stations, and he is concerned about the impact of the building process on the water shed and drinking water quality.

Mark McSwain, 245 East 200 North Farmington, Utah. He believes there are enough safeties in place to protect the citizens. He is in favor of personal property rights, and stated that the original Farmington Master Plan included homes of this size. He is in favor of it because it will be a nice subdivision, and provides access to the mountain. He said he does not think a City park will happen. Those who live there will be subject to development now or in a few years. A future developer may try to further subdivide the property into smaller lots. He said that fires over the 25 years he has lived there have been started by trespassers with guns. He said if there is a way to never develop the land, that would be great. But development is inevitable and this proposal will be a nice addition to the community.

Richard Ellis, 44 East 400 North Farmington, Utah. He said he is a lifelong resident of Farmington. When the City put in curb and gutter to improve the roads many years ago, they made the roads slope from the North to the South. His home has been flooded twice, because the curb and gutter cannot handle the water runoff. He is concerned about the drainage, and said he thinks they need a better drainage system to handle the water. He said he is also concerned about the additional traffic. He is worried they may have to put in a stop light on 400 North, which they does not want.

Burt Margetts, 500 East, 200 South Farmington, Utah. He said he has lived here for 42 years. He is a property owner on this development. They purchased their property for an investment and have paid taxes over the years. He thinks they have put a lot of thought into the engineering of the development. He is in favor of the development.

Alysa Revell, 208 West State Street Farmington, Utah. She is the Chair of the Farmington City Preservation Commission. She said downtown Farmington citizens bought small historic existing homes, rather than purchasing and building new homes on open space. Farmington City has a responsibility to put the City's interests first. She said she is having a hard time finding benefit to the City or current residents with this development. She indicated that she does not feel this development is in the City's or the property owner's best interest. She said she is against negative change, change that does not fit in with the downtown Farmington area. She said residents love living amongst modest homes with modest homeowners. She said that private property owners does not have the right to develop their property, if they have to ask the City for approval. She said that it is not the job of the City ensure that the development is successful.

Bob Hawks, 155 and 151 East, 300 North, Farmington, Utah. He referred to stickers worn by the audience, to show that many are opposed to the proposed development. He recommended getting the geotechnical and soil reports prior to the preliminary plat approval. He asked that the City rezone the annexed area as Agriculture as the default and not Large Residential to increase the limits and reduce the development. He asked that the roads not be dedicated back to the City. He said that residents do not want to pay for road problems caused by this development. He asked to see the variances the developer wants for home setbacks, and asked about the HOA reserve for required road improvements. He asked what the City is going to trade for the proposed trail parking lot. He said during the Planning Commission hearing, the developer said there would be minimal retaining walls on the west side of the development, but thinks there will be many retaining walls on the east side, and wants to know how many and how high they will be. He said the previous fires were caused by men trespassing, but now there will be additional men as permanent residents. He said Farmington is a top 12 place to live, but he feels this development will decrease that. He asked for any future hearings on this matter to be public hearings as well.

Carolee Parker, 133 East 300 North, Farmington, Utah. She believes this subdivision has too many inherent hazards to be considered. She is in favor of property rights, but owning property in the City limits what you can do. She read that the City ordinance states that rights will not be granted solely based on economic benefit. She said the City of North Salt Lake paid out a significant sum of money for the land slide, and homes in Layton have slid down the mountain even after 30 years. She asked where the City would get that kind of money for homes sliding down the mountain. She said the economic impact down the road is the key issue.

Nathan Stock, 195 East 550 North, Farmington, Utah. His family has lived here since the 60's. His relative used to own property up on the mountain but was persuaded to sell against her will. Since then there has been a push for development. The Community has stopped developments in the past and he hopes they will prevent it this time as well.

Matthew White, 375 North 200 East, Farmington, Utah. He is willing to listen to the other side, but feels there have been empty promises based on the developer's personal thoughts. He wonders how we can know what will happen. He said the majority of citizens are against it. One who spoke in favor of the development will make money from it, another dropped names of people in favor who are not here. He said the Council represents people, not developers.

Wayne Goodfellow, 410 North 200 East, Farmington, Utah. This development impacts him as greatly as any other property owner. He currently has to deal with hikers blocking his drive, but that would be solved with this proposal. He said property rights have been addressed. It's not just about the property owners making money, it's something they have been planning on for a long time. He said he worked for the Farmington Fire Department for 13 years. Two problems they encountered in fighting fires are access and water supply. He said the Forest Service will protect their land, but not homes in the City. The City has that responsibility. This development provides access and water. He does not see fire danger with landscaped, fenced homes. He said he thinks Jerry has gone above and beyond to accommodate everyone. He asked the Council to pass the proposal. He thinks it will be a fantastic upgrade for Farmington.

Heidi Duke 82 West, 600 North Farmington, Utah. She said she lives at the trailhead for the Farmington Pond and there has been talk of development there as well. She worries there will not be much undeveloped land left. She thinks it will deter quality people from moving here.

Mayor Jim Talbot closed the public hearing at 8:33 p.m.

Mayor Talbot appreciated all who spoke and turned it back to the Council for further discussion.

Dave Millheim handed out emails he received from people for and against the development, which if the Council considers them as part of their decision, must become part of the record. He complimented the residents for their conduct during the public hearing. He asked people to continue to be civil as neighbors and residents.

Brigham Mellor said he knows Jerry Preston personally, as well as from other developments he has done and from his time on the Planning Commission and City Council. He said he trusts him and knows he's a good guy. He said he believes the Planning Commission did their job by addressing the planning elements and leaving the administrative elements to the Council (safety, fire, economic, natural disaster, etc.). He asked why the City needs to assume the risk of this development. He said in spite of the process they went through, the City of North Salt Lake did end up having to cover a large portion of the cost of the land slide. He does not feel it is worth the City's risk to take this development on. Personally he is against it. He recommended against going through the soils tests and geotech studies. He wants to prevent the backdrop of the City from being developed. He said he respects that people have property rights, but there are limits within City ordinances. He said the mountain is a gateway to recreational amenities that the City markets.

Cory Ritz said he appreciates all the comments. He is divided on the project. He still believes that property rights are a trump card. He said there are certainly limits, but that does not mean property owners have to keep their properties as open green space. He said the City is not going to purchase the property. If the community truly wants it to stay open or to become a mountain park, they can pool their resources and buy it. The property owners have the right to do something with it, within City zoning ordinances. Geotech and storm drainage

are important concerns and adequate surveying is needed before moving forward. He recommended looking at the detention basins and having them lined with geofabric so water flow out of basins will not go into the ground below. He said he does not think 20 homes will have a huge impact on the water. He also has concerns about whether the sewer system can handle the extra sewage. He said traffic may be an issue, but with only 20 homes, it may not be as big of a problem as people fear. There's always an interface between open space and residential areas, and this development would provide better access for fire services. He is not prepared to proceed with vesting, but in fairness to property owners and those who see benefit, he believes the next step should move forward. He would like to see building footprints. He is concerned about how the hill has been cut and wants a professional opinion about the suitability of the site for any development. He said he is open to getting more information.

John Bilton said he wonders about sustainability and asked if the City will want this development in 15-20 years. He said Jerry has been developing in Farmington for a long time and has a good reputation and has built sustainable projects. If the Council grants schematic approval, there is no vesting. He said that is also the case if the Council grants Preliminary PUD. The project cannot go forward without the annexation and the plat approval. Chapter 30 in the City's ordinances is dedicated to foothill development standards. The purpose statement says that to promote best interests of the residents, Chapter 30 provides standards to protect against natural disasters as well as to protect the natural scenic character of the area, and to identify areas not suitable for development. He said there is a balance between property owners' rights as well as development standards that the Council must abide by. He would be comfortable moving forward to see what the studies yield and what the experts say. The current schematic plan is just a basic idea of the development; elevations and more detailed home plans would come in the next step.

Jim Young said he is opposed to the recommendation from the Planning Commission. Farmington has been fortunate to be able to focus the commercial development in Station Park, which has allowed the City to protect the unique character of old Farmington. Everywhere he goes people are envious of Farmington, mentioning the quaintness, beauty and charm of historic old Farmington and the remarkable trail system. Preserving the ambiance and not having it encroached upon by mansions have long been concerns. He said he is concerned about fragile topography. He thinks we owe it to current residents who have invested in historic Farmington and to future generations to not develop it. He thinks we owe greater weight to current homeowners than to a developer.

Mayor Talbot said he is proud of being a developer, but that does not mean he develops everything and it does not sway what he does here. He said he respects and trusts the Planning Commission, and served on it for 5 years. He is an advocate for property rights. There are limitations through City ordinances. He said he would like to see what happens on the hillside and how all the tests and studies come back. He said this is not an exercise to see if Jerry will open his pocket to pay for the tests; it is to make sure it is a good decision. It would be nice for residents to see what could be done on the hillside by seeing the results of the tests and the more detailed schematics. He said he appreciated that staff and residents have gone through the details. He said taking this step allows the Council to further see what the right decision is. He said that the Planning Commission voted unanimously. He reiterated that the vote by the Council at this meeting will not approve the development, but just allows the project to move forward to the next step.

Cory Ritz said he believes to flat out deny the proposal would be based on emotion, to table it would be postponing it and accomplishing nothing, and approving it to move forward to the next step would allow the City to see questions answered. **Brigham Mellor** said denial

would not be purely based on emotion. He said you can still build structures on agricultural land which it is currently zoned as. He said the City does not have an ordinance protecting people's views, but a decision could be made on the basis of preserving the backdrop of the community. **Cory Ritz** said it is a request to consider a proposal to build homes. He said he wants to make a motion based on the desire for more information to make a better decision. **Mayor Talbot** asked Dave Petersen if anything important has been missed in the discussion, and he said no. **Dave Millheim** said not enough emphasis has been placed on the annexation involved. The proposed annexation is tied very specifically to the proposal for the development and puts a huge burden on the developer. He believes that was based on sound reasoning. **John Bilton** asked Dave Millheim to tell the public what happens if it moves forward to preliminary plat. **Dave Millheim** said the reason that preliminary plat is where vesting occurs is because it is so detailed. Final plat memorializes things. **John Bilton** clarified that item 10 says preliminary plat will also be a public hearing. **Dave Petersen** said the Planning Commission approves and considers preliminary plat. He said there will be two more public hearings-preliminary plat and annexation.

Motion:

John Bilton made a motion that the City Council approve 1) the schematic plan, 2) the Preliminary (PUD) master plan, and to table items 3 and 4 to be based on what the studies show, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The 20 acres must be annexed prior to the City accepting any application for Final Plat and/or Final (PUD) Master Plan.
2. All cut and fills shall meet the requirements of Chapter 30 of the Zoning Ordinance.
3. The City Engineer must approve any exception to the maximum street slope of 12%, but in no event shall any exception exceed 14% slope as per the ordinance.
4. The developer must work with the City Manager/City Council to acquire property now owned by the City within the proposed development. Said agreement as to valuation and acquisition terms of the city parcel must be approved by City Council prior to submittal of Final Plat and/or Final (PUD) Master Plan.
5. The applicant must deed trail rights-of-way, for public access to the City for the Flag Rock Trail and the lower firebreak road trail, and those easements shall be shown on preliminary plat.
6. The applicant shall meet all requirements as set forth in Section 11-30-105 of the Zoning Ordinance.
7. The fire department shall review the plans and give a full report.
8. The applicant shall receive preliminary plat approval prior to the property being annexed.
9. Public works shall review all utility plans prior to or concurrent with preliminary plat.
10. Preliminary Plat shall be a public hearing.
11. Preliminary Plat must also be considered at a Public Hearing and approved by the City Council prior to annexation, subject to approval by the City Attorney.

Cory Ritz seconded the motion which was approved 3-2.

Vote:

City Council Member John Bilton: Yes
City Council Member Jim Young: No
City Council Member Cory Ritz: Yes
City Council Member Brigham Mellor: No
City Council Member Doug Anderson: Excused
Mayor Jim Talbot: Yes

Findings for Approval:

1. The proposed schematic plan and Preliminary (PUD) Master Plan meet the requirements of the subdivision and zoning ordinance.
2. Thus far the developer has demonstrated that the roads providing access to and from the site meet the City's slope standards for such roads.
3. The anticipated trail rights-of-way meet the 10% open space requirement for the PUD, in that only a small area of the project near 100 North will have the PUD overlay, and the developer is not seeking a bonus of lots over and above the lots allowed by the yield plan.
4. The primary responsibility of this small PUD is to maintain the common drive for lots near what is now the east end of 400 North Street.
5. The proposed annexation is within the City's Annexation Declaration area.
6. The requested zone designation of LR-F is consistent with the General Plan and the same as the zone designation for the abutting property.

Break

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Farmington Trails Committee Items

Ron Robinson, 92 North Country Bend Road, Farmington, Utah. He came to present 4 items relating to the Farmington Trails Committee:

1. He expressed appreciation from the FTC for the City Council's approval of the re-paving of the South Frontage Road Trail. He said people now use it all the time.
2. He presented each City Council member with the latest trails pamphlet. In the past it has been sent out with the water bill. **Dave Millheim** suggested it would be better to send it out separately. The question becomes who pays for it. **Ron** said he would hate to waste it if it is going to get lost with the water bill. **Mayor Talbot** suggested the Trails Committee pay for it from their budget. He asked Ron when would be the best time to get it out. **Ron** said at least by this fall. Ron asked about having the Trails committee pay for the postage but have the City pay to stuff it into the envelopes.

Mayor Jim Talbot opened the public hearing at 10:03 p.m.

Mayor Jim Talbot closed the public hearing at 10:03 p.m.

John Bilton said he appreciates the school district coming in through the front door, and appreciates their flexibility. **Cory Ritz** said as a resident of that area, he appreciates them moving the site and thinks it is a better location.

Motion:

John Bilton made a motion that the City Council approve the enclosed schematic subdivision plan for the Elementary School #61 subject to all applicable Farmington City ordinances and development standards, and the following condition: preliminary and final plat shall be held jointly.

Cory Ritz seconded the motion which was unanimously approved.

Findings for Approval:

1. The proposed elementary school is an integral component in planning and accommodating for Farmington's projected future growth.
2. The proposed use of the proposed elementary school is compatible with the surrounding community, including the surrounding subdivisions, the 1100 West park, the Farmington Bay Wildlife Refuge Area, etc.
3. State Law (Code 10-9a-305) exempts school districts from having to conform to municipality land use ordinances. which in this case includes the City's requirement for a conditional use. However, the applicant has been amenable to going through the conditional use approval process because of the partnership nature of this project and wanting to be transparent throughout the process.
4. The proposed elementary school will complete their proportionate share of 1100 West to Glovers Lane and will extend the road beyond the property as a system improvement to be possibly reimbursed by the City.
5. Likewise, the school district has committed to participating in one-third of the cost to construct a bridge at 1100 West extending the road north past 500 South where it currently ends.
6. The proposed subdivision is memorializing a deed swap and bringing the subdivision into compliance with city ordinance.

Residences at Station Parkway Subdivision Schematic Plan

Eric Anderson said the applicant has been granted various approvals, but this item is for the subdivision portion of the project. It is a simple lot split which is necessitated by HUD financing. All the infrastructure and improvements will be completed in the first phase. Staff recommends approval.

Ernie Wilmore, 1160 Kings Court, Kaysville, Utah. He appreciates the Council and working with the City. He said this is a straightforward project. The phasing of the development needs to match up with the financing.

Mayor Jim Talbot opened the public hearing at 10:08 p.m.

Mayor Jim Talbot closed the public hearing at 10:09 p.m.

Brigham Mellor said he thinks this is a perfect fit for a development close to the train station. **John Bilton** clarified what is being approved. **Eric Anderson** said it is the schematic subdivision plan and lot split.

Motion:

Brigham Mellor made a motion that the City Council approve the proposed Schematic Subdivision Plan for the Residences at Station Parkway Subdivision subject to all applicable Farmington City ordinances and development standards.

Jim Young seconded the motion which was unanimously approved.

Findings for Approval:

The Subdivision does not change the layout of the approved site plan, including streets, building placement, utilities, etc. and the improvements will all be done at one time. This subdivision is a simple lot split meant to create two platted parcels on the map.

Motion:

John Bilton made a motion that the Council move the Water Plan and Jeppson Flag lot agenda items to the next available City Council meeting.

Brigham Mellor seconded the motion, which was unanimously approved.

Cory Ritz asked how long these items could be postponed. **Dave Millheim** said no longer than a month. **Mayor Talbot** suggested putting the Jeppson Flag Lot item first on the next agenda.

NEW BUSINESS:

Ordinance Adopting Emergency Water Conservation Measures for Culinary Water in the City

Dave Millheim said the City cannot levy fines for misuse of culinary water without an ordinance in effect. The City does not have the money or the staff to police it, but could then address the most flagrant violators. **Cory Ritz** asked if someone can finish watering their garden if Weber shuts off their water. **Dave Millheim** said under this ordinance, no. However, he said they will want to enforce it on those watering in the afternoon, people flooding their yards, etc. but not on people watering their gardens. **Mayor Talbot** said the water restrictions need to be reiterated again.

Motion:

Jim Young moved that the City approve the ordinance for protecting the use of culinary water from the City for outside use.

John Bilton seconded the motion, which was unanimously approved.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

1. Approval of Storm Water Bond Log for May
2. Storm Drain Impact Fee Facilities Plan
3. Storm Drain Impact Fee Analysis
4. Improvements Agreement for Fieldstone—Farmington Park
5. Amendment to City Manager Employment Agreement

Motion:

Cory Ritz made a motion to approve the items on the Summary Action List 1-5.

Jim Young seconded the motion which was unanimously approved.

OLD BUSINESS:

Agreement Amendment for Station Park regarding Drive up Windows

Dave Millheim said the staff report has not changed since the last time this item was discussed.

Brigham Mellor asked how this is different from the last time it was discussed. **Mayor Talbot** said it has not changed. **Dave Millheim** said it is on the agenda again because of the concerns that were discussed at the last meeting. **John Bilton** said some of the heartburn comes from the problematic Chick-fil-a configuration in Centerville, and that this proposed configuration addresses those concerns. **Dave Millheim** said the other concern stems from the proximity of the proposed drive through to the train station TOD area. **Brigham Mellor** said the TOD quarter mile radius from the train station is the “golden zone” to protect. He said it does not make sense to have a drive through there. **Mayor Talbot** said area A is a large area, and he feels the City is going the extra mile, but he is not sure if we want to give carte blanche for another drive up.

Jean-Paul Wardy, 1332 Pavia Place, Pacific Palisades, California. He represents CenterCal. The original development plan was to create a pedestrian friendly area with a main street feel. The drive through has been reoriented away from the main pedestrian flow along Station Parkway. He said the Chick-fil-a team has done a nice job of minimizing the impact of the drive through for pedestrians.

Brigham Mellor said he feels like Starbucks minimized the impact of their drive through, but he does not feel like this proposal does the same. He said he was uncomfortable with McDonalds on the other side of the parkway. He feels that the vision now is to pack in as much commercial development around the commuter rail as possible. **Jean-Paul** said they want to have one significant office building on the corner, which would be a signature corporate user. **Brigham Mellor** said if you have a progressive corporate tech site, which encourages employees to use public transportation, the easiest route for them is to cut through the parking lot. With the drive through they would have to dodge that traffic. **Jean-Paul** said he understands the concerns and said they had originally planned to have a drive through in this area. They thought it was an allowed use in the original development agreement. They would not have gone this far down the road with Chick-fil-a if they thought it was a conditional use. He said there may have been a misunderstanding about what was in the original development agreement. At the end of the day they want to add things to Station Park that citizens and the Council want. **Mayor Talbot** asked **Dave Petersen** where that misunderstanding stems from. **Dave Petersen** said a drive through is an allowed use in the periphery of the Property, meaning CenterCal’s property as a whole, not just section A as labeled in the packet. That is why they felt it had to be amended since the proposed location is not in the periphery. The proposal has the building with the drive up window toward the street, which is a public road. That road may become a thriving pedestrian corridor once the whole area is built out. Chick-fil-a did not want to reorient their building. **Dave Millheim** asked if the development agreement needs to be amended. **Dave Petersen** said yes since the proposed drive through is not on the periphery.

Tom Ellison, 201 South Main, Salt Lake City, Utah. He is legal counsel for CenterCal. He was involved in the original development agreement. Area A is the original area that was owned by CenterCal when the first development agreement was made. In 2008 they amended the development agreement after CenterCal made a land exchange with UTA. Parcel A on the current map encompasses just the office site and just the Chick-fil-a site. He said **Dave Petersen** is correct in looking at the Property as a whole. **Dave Millheim** asked **Dave Petersen** if the map Tom referred to reflects the adopted area covered by the development agreement. If they amended their development agreement to reflect that ownership, then Tom is correct and they are on the periphery. **Dave Petersen** said he thinks the periphery of the Property is still

the area that surrounds the Property as a whole, but they would need to look at it carefully. **Tom Ellison** said the City's ordinance at the time for the PMP requirement referred to the periphery in a way that implies that it was the periphery of the property owned by CenterCal and not the perimeter of the Property as a whole.

Dave Millheim said the City could table this item and consult legal counsel to figure out which map is correct. He suggested figuring out whether or not drive ups are even wanted first and then figure out the rest. **John Bilton** asked Brigham if part of his concern is what happens to the east of this site, which he confirmed. **Mayor Talbot** said if the City amends it, the City opens itself to future situations similar to this. **Brigham Mellor** said he likes the idea of taking advantage of every inch of space possible to maximize the density. If you look at fully developed large cities back east, we are constrained similarly due to the lake and the mountain. Farmington's population will likely double by 2040. He said he does not think that much parking will be needed because public transportation will be used more. **Cory Ritz** asked what Brigham envisions for the parking lot, since people will need to park in order to use the commuter rail. **Brigham Mellor** said he had a conversation with UTA where they said they envisioned a stacked parking structure or one with multiple uses. He feels drive through does not fit with that long range plan. **John Bilton** asked if CenterCal would still own the ground for the Chick-fil-a site. **Jean-Paul** said it is a land sale to Chick-fil-a. **Cory Ritz** said in spite of wanting to protect the "golden zone" around the TOD, there is already auto traffic coming in and out of the area. He said he does not see an issue with a small drive through use like this. He asked Jean-Paul if the Chick-fil-a in Centerville has double queuing, and he said it does not.

John Bilton said the highest and best use sometimes dominates the area, but we do not know what that will look like for the area to the east. He said he is comfortable with this and comfortable that it is on the periphery. **Dave Petersen** said lots of people come to see Station Park and ask about the large parking lot, which he said is a place holder. He said the proposed drive through really is close to the commuter rail. **Brigham Mellor** said the commuter rail is not just people in Farmington parking and riding the train elsewhere; there are people parking elsewhere and using the commuter rail to come to work at Station Park. Those people will have to cross over the drive through. He thinks it is short sighted. He suggested putting it in the corner like Starbucks.

Motion:

Brigham Mellor made a motion that the Council deny the enclosed draft amendment to the development agreement for Station Park.

Motion died for lack of a second.

Jim Young said he thinks Brigham makes some compelling arguments.

Cory Ritz made a motion that the Council approve the enclosed draft amendment to Development Agreement for Station Park provided that the amendment will only affect Area A as redlined on the draft, and subject to final review and critique of the document by the City Attorney.

John Bilton seconded the motion which was approved 3-2.

Brigham Mellor: Nay

Doug Anderson: Excused

Cory Ritz: Aye

John Bilton: Aye

Jim Young: Aye

John Bilton said he has been involved with TOD's and said that as a population we are still car users and that will likely continue. He said he is comfortable with the proposed drive through.

Mayor Talbot presented Jean-Paul with a check for over \$2 million based on the property tax increment earned from the Station Park development. **Dave Millheim** said that check is legally important because the development agreement required them to invest over \$80 million potentially over 20 years. 100% of the property tax increment goes back to the developer up to \$18 million if it is generated within 20 years. After that point the money will come back to the City, County and school district. This RDA is doing very well and is ahead of schedule. **Mayor Talbot** said he is happy to give them that check and is happy that this is working. He is proud to be the Mayor of Farmington and for the many partners the City has.

Resolution of Support for HB 362 for Local Option Sales Tax for Transportation Projects

Mayor Talbot said approving this resolution just encourages the County Commission to put this item before the voters. This tax would go toward road improvements. It comes out to about \$0.01 for every \$4. The City would get 40%, 40% would go to UTA, and 20% would go to the County. The City is estimated to receive \$350k per year. He said he would like to see the City receive more funds for needed road improvements.

Motion:

Jim Young made a motion that the Council support the resolution for a public referendum on a 0.25% local option sales tax to be placed before the voters on November 2015.

John Bilton seconded the motion which was unanimously approved by **Jim Young, John Bilton, Cory Ritz,** and **Brigham Mellor.** Doug Anderson was excused.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- Executive Summary for Planning Commission held on June 19, 2015
- Building Activity Report for May
- He proposed a meeting in a work session format scheduled for July 21st to address the Evans property land plan. He wanted to confirm that there would be a quorum. Cory said he would be out of town. Dave said they would tentatively schedule the groundbreaking for the park before the meeting that night. **Mayor Talbot** proposed the groundbreaking for July 21 at 4:30 pm, to be followed by the additional meeting at 6 pm.
- Dave said he spent time with the people coordinating the Tour of Utah. It is the 3rd largest bike race in the US. The City will be involved with the stage on August 5th. An area on Main Street and 200 East will be closed off and it will be broadcast live. They are seeking about 500 volunteers, and our stage of the race is the most complicated. Dave will be purchasing some banners for the route and will be publicizing it to the City.

Mayor Jim Talbot

- There will not be a Council meeting before Festival Days. He asked everyone to be there for the Festival Days events.
- The Council will ride in the parade as a group using the City's old fire engine as the float.
- Mayor said he will procure the candy for the parade.

Council members **Brigham Mellor, Cory Ritz, John Bilton** and **Jim Young** did not have anything to report at this time.

ADJOURNMENT:

Motion:

At 11:25 p.m., **Cory Ritz** made a motion to adjourn the meeting, which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: July 8, 2015

**SUBJECT: INTERLOCAL AGREEMENT WITH DAVIS COUNTY FOR
TOUR OF UTAH**

RECOMMENDATION

By minute motion, approve the attached interlocal agreement with Davis County for city services related to the Tour of Utah.

BACKGROUND

Davis County sought and obtained in 2014 the opportunity to host one leg of the Tour of Utah bike race. This is the third largest bike stage race in America. It consists of seven stages. Stage three, held on August 5th will be entirely in Davis and Weber County. It will require a temporary closure of Hwy 89, Main Street and 200 East through Farmington for a few hours. All cities along the planned route are assisting with police, EMS, public works, and other staff to assist with road closures and traffic control which will be significant on the day of the event. We are noticing the event impacts on the City web page and putting flyers on doors along to actual route regarding the closures, parking restrictions and event details.

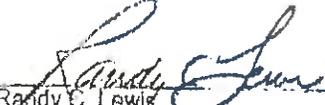
This is a very large media event with an estimated 100 million in TV viewership. It will also showcase the area with 275,000 – 300,000 spectators lining the route(s). The City is purchasing banners for placement along the actual route in Farmington. City Hall will be closed for a few hours on August 5th as this will need to be an all hands on deck presence to cover the road closures. We will man the phones with limited staff coverage. Davis County and The Tour of Utah officials prepared the attached interlocal agreement outlining each of the party's respective responsibilities.

Respectfully Submitted

Dave Millheim
City Manager

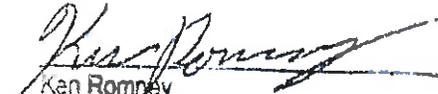
Post Office Box 305
Farmington, Utah 84025
801-451-3278
801-444-2300 Ext 3278
801-451-3281 Fax

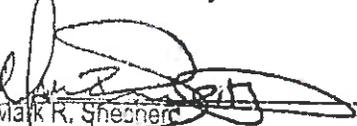
Davis County • Bountiful • Centerville • Clearfield • Clinton • Farmington • Fruit Heights • Kaysville
Layton • North Salt Lake • South Weber • Sunset • Syracuse • West Bountiful • West Point • Woods Cross

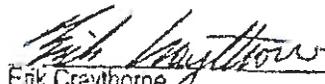

Randy C. Lewis
Mayor, Bountiful City


Terry Palmer
Mayor, Syracuse City

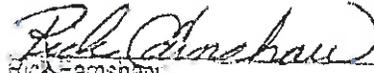

Paul A. Cutler
Mayor, Centerville City

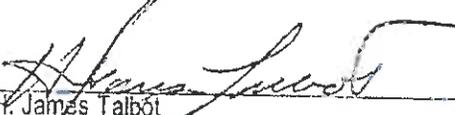

Ken Romney
Mayor, West Bountiful


Mark R. Shephard
Mayor, Clearfield City

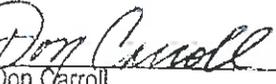

Erik Craythorne
Mayor, West Point City


Lane Adams
Mayor, Clinton


Rick Earnshaw
Mayor, Woods Cross City

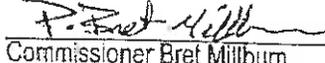

H. James Talbot
Mayor, Farmington City

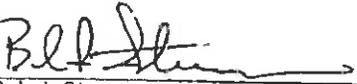

Louenda Downs
Commissioner, Davis County

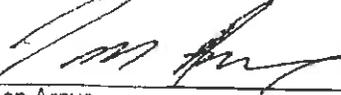

Don Carroll
Mayor, Fruit Heights City

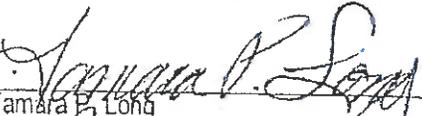

Commissioner John Petron
Commissioner, Davis County


Steve Hiatt
Mayor, Kaysville City


Commissioner Bret Millburn
Commissioner, Davis County


Bob J. Stevenson
Mayor, Layton City


Len Arave
Mayor, North Salt Lake City


Tamara B. Long
Mayor, South Weber City


Beverly K. MacFarlane
Mayor, Beverly MacFarlane
Mayor, Sunset City

"Communities Working Together for Citizens of Davis County"



TOUR OF UTAH INTRODUCTION

The Larry H. Miller Tour of Utah has grown considerably in the past 11 years. From its grassroots start as a well-respected regional competition covering three days, the Tour of Utah has developed into a world-renowned, week-long, international sporting event and community festival. Once again this August, the world's finest male professional cyclists will battle across some of the most beautiful and mountainous terrain in all of North America. What is known as "America's Toughest Stage Race™" for the pros is also one of the most scenic and entertaining sporting events for spectators. Two days of racing has been added in 2015 for the top women's elite and professional teams.

Host cities and venues for the 2015 Tour of Utah include Logan, Tremonton, Ogden, Antelope Island State Park, Bountiful, Soldier Hollow in Heber Valley, Salt Lake City, Snowbird Ski and Summer Resort, and Park City.

The Larry H. Miller Tour of Utah began as the Thanksgiving Point Stage Race & Cycling Festival in 2004. For two years, the event featured amateur and elite cyclists who competed during Memorial Day weekend. The challenging race routes included 9,000 feet of climbing. The Tour of Utah is currently owned and operated by Utah Cycling Partnership, a unique and separate entity that is part of Miller Sports Properties.

In 2011, the Larry H. Miller Tour of Utah was elevated by the international governing body for the sport of cycling, Union Cycliste Internationale (UCI), to be part of its UCI America Tour. The Tour of Utah is sanctioned by both USA Cycling, Inc. and the UCI. As a UCI 2.HC rated stage race, the event is now one of the top three races in North America. This provides an international spotlight for Utah and for all host venues on the route. In 2014, 16 men's teams accepted invitations to compete in the Tour of Utah, and these teams were comprised of 122 athletes from 24 countries. Six of these teams had just finished the Tour de France. Athletes competed for seven award jerseys and cash prizes.

In 2014 a women's competition was added, hosting 12 elite and professional teams at Miller Motorsports Park. This year the Tour of Utah Women's Edition: Criterium Classic (a two-day Omnium format) will be held in Logan and Ogden for women's teams. The event is sanctioned by USA Cycling on the National Criterium Calendar.

With the big teams and all-star field of athletes come bigger crowds and more national and international media coverage. A record 180 members of the media received credentials to cover the 2014 race, and requests for results were distributed electronically across the globe. Media reports generated a total of 173 million impressions and \$17 million in earned publicity value.

America's Toughest Stage Race

EVENT OVERVIEW

OVERVIEW: The Larry H. Miller Tour of Utah, referred to as "America's Toughest Stage Race™," is a week-long, men's professional stage race for the best cycling teams in the world. The 2015 Tour of Utah has been upgraded by the international governing body of cycling, Union Cyclist Internationale (UCI), to a 2.HC stage race, making it one of the three top-rated road races in North America for men. The 2014 Tour of Utah covered 753 miles of racing and 57,863 feet of elevation gain. This is the fifth year the Tour of Utah will be sanctioned as a men's event on the UCI America Tour. A total of 16 professional teams, including six from the Tour de France, competed in 2014, bringing 122 athletes from 24 countries.

WHEN AND WHERE

From August 3-9, 2015, the Tour of Utah will showcase 10 host venues:

Monday, August 3

Stage 1 – Logan

Tuesday, August 4

Stage 2 – Tremonton to Ogden

Wednesday, August 5

Stage 3 – Antelope Island State Park to Bountiful

Thursday, August 6

Stage 4 – Soldier Hollow in Heber Valley

Friday, August 7

Stage 5 – Salt Lake City

Saturday, August 8

Stage 6 – Salt Lake City to Snowbird Ski and Summer Resort

Sunday, August 9

Stage 7 – Park City

TEAMS

Teams and riders participating in the race will include the top talent in the world, including Tour de France top competitors, world champions and Olympic medalists.

CONTACT: Randy Cook, Davis County Tourism & Events, 801-451-3237

America's Toughest Stage Race



Jay Miller
**TOUR OF
UTAH**

2014

TOUR OF UTAH
AT A GLANCE



753
MILES OF
RACING



57,863
FEET OF
ELEVATION



16
TEAMS



122
RIDERS



24
COUNTRIES



275,000
ATTENDANCE



\$20M
ECONOMIC
IMPACT



726,000
WEB PAGE
VIEWS



59%
SOCIAL MEDIA
ENGAGEMENT



173M
MEDIA
IMPRESSIONS



\$17M
EARNED
MEDIA



100M
TELEVISION
HOUSEHOLDS

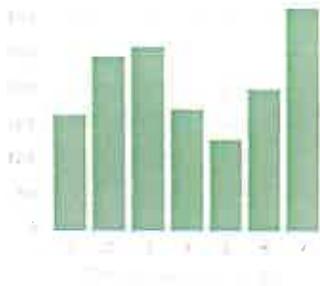
“The Tour of Utah is the model for stage races in the United States.”

“You’ve got beautiful roads and scenery and to be able to transmit that to the cycling world is great for Utah.”

“I’m American and this is one of the biggest American races—it’s nice to come back home and race.”

Survey Results

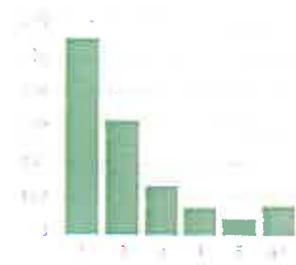
SAMPLE SIZE BY STAGE



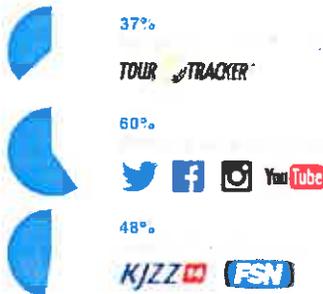
RESIDENT STATUS



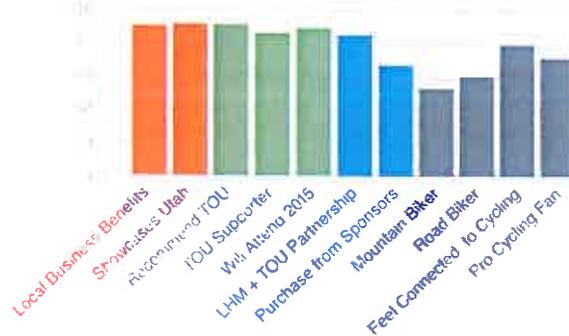
HOW MANY TIMES HAVE YOU ATTENDED THE TOUR?



FOLLOWING THE TOUR



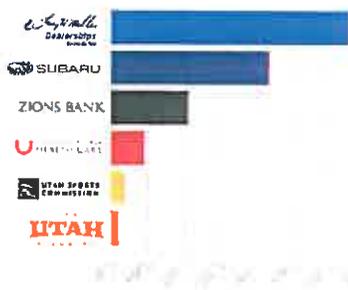
RATE YOUR LEVEL OF AGREEMENT



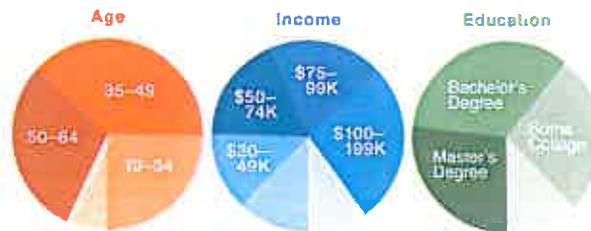
DID YOU SEE/HEAR TOU ADVERTISING?



UNAIDED SPONSOR RECALL



DEMOGRAPHICS

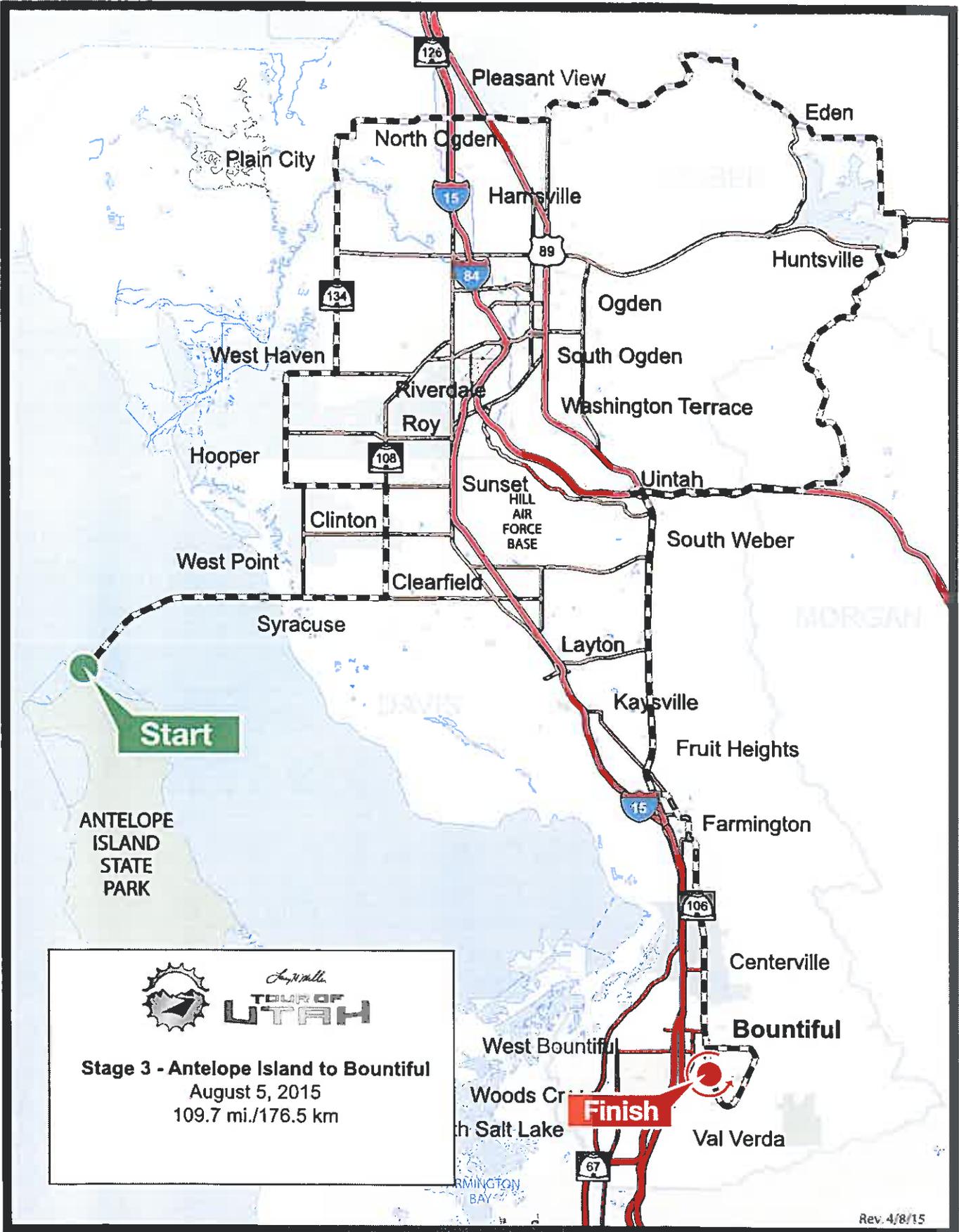


EXPECTATIONS VS. EXPERIENCE



Proud Partners






Tour of Utah
TOUR OF UTAH

Stage 3 - Antelope Island to Bountiful
 August 5, 2015
 109.7 mi./176.5 km

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY AND FARMINGTON CITY
FOR SERVICES RELATED TO THE TOUR OF UTAH**

This INTLERLOCAL COOPERATION AGREEMENT FOR SERVICES (this "Agreement") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah ("Davis County" or the "County"), and FARMINGTON CITY, a municipal corporation of the State of Utah ("City"). Davis County and City may be referred to herein as the "Parties."

RECITALS

- A. Davis County has been chosen be a host venue of the 2015 Tour of Utah ("Tour"), a multi-stage cycling race across the State of Utah that is administered by Cycling Partnership, Inc., a Utah corporation ("TOU"), and is hosting stage 3 of this year's Tour on or about August, 5, 2015;
- B. City desires to assist Davis County in meeting its responsibilities as a host of Stage 3 of the Tour;
- C. Section 11-13-1 et. al., Utah Code Ann., enables the Parties to enter into an agreement to provide services that will promote the general welfare of the state.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

- 1. Effective Date of this Agreement. The Effective Date of this Agreement shall be the earliest date after all of the following are completed (the "Effective Date"):
 - a. This Agreement is approved by the legislative body of Davis County through a resolution or ordinance that, among other things, specifies the Effective Date of this Agreement;
 - b. This Agreement is approved by the legislative body of Farmington City through a resolution or ordinance, that, among other things, specifies the Effective Date of this Agreement;
 - c. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent Davis County;
 - d. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent Farmington City;
 - e. This Agreement is filed with the keeper of records for Davis County; and
 - f. This Agreement is filed with the keeper of records for Farmington City.

- 2. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, unless otherwise expressly set forth herein, automatically on August 6, 2015, unless amended by the Parties in writing.

- 3. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - a. The mutual written agreement of the Parties;

- b. By either party after:
 - (1) Any material breach of this Agreement; and
 - (2) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
- c. By either party, with or without cause, at least two (2) weeks after a notice to terminate this Agreement is sent by one party to the other; or
- d. As otherwise set forth in this Agreement or as permitted by law, rule, regulation, or otherwise.

4. City's Obligations. In an effort to ensure the success of Stage 3 of the Tour, Farmington City agrees to provide, at its own expense, the County with the following services during Stage 3:

- a. Police Services. City agrees to provide police services, including but not limited to fixed post positions, traffic and crowd control, enforcement of no parking zones and other services directly related to the provision of public safety.
- b. Public Works and Road Services. City's Public Works Department will provide the City's Police Department with the necessary support to ensure proper road closure(s) and to assist in City's public safety efforts, including barricading the race route footprint within City limits, detour equipment, printing and posting of "No Parking" signs, trash removal, and street repair.
- c. Permit Services. City agrees to waive any customary city permits such as, parking permits, road closure(s), banners and signage.
- d. EMT/EMS Services. City will provide EMT/EMS services for the general public
- e. Notice. City will take adequate measures to notify City residents and businesses about disruption in traffic patterns throughout the City during Stage 3, i.e., statement stuffers, notices, etc.
- f. Waste Management. City agrees to use its best efforts to ensure that the street to be used by the Tour is swept the night before and ensure the area is put back to its original order and beauty.
- g. Marketing. City is responsible for ordering and purchasing all marketing collateral used in the City and along the City route, such as feather, pole or tension banners, posters, window stickers, displays.

5. County's Obligations. County will coordinate with TOU to plan, operate, and manage Stage 3 of this year's Tour. County will cooperate with TOU in its efforts to market the Tour, merchandising sales, tour sponsorships, course planning, production of TOU credentials and any and all other services required by TOU. In addition, County shall coordinate and cooperate with City in providing the services set forth in Section 4 of this Agreement.

6. Indemnification, Defense, Hold Harmless, Waiver, and Release. City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of City (collectively, the "City Representatives"), agrees and promises to indemnify, defend, save and hold harmless Davis County, as well as Davis County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives") from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the acts or omissions, negligent or otherwise, of the City or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. Farmington City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, expenses, or otherwise relating to the Claims and incurred by Davis County, or Davis County Representatives, which Davis County, Davis County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30)

calendar days after Davis County provides Farmington City with documents evidencing such costs, expenses, or otherwise. The City, for itself, and on behalf of the City Representatives, further agrees and promises to waive, release, and discharge Davis County and the Davis County Representatives from and against any and all of the Claims that the City or the Farmington City Representatives may have against Davis County or the Davis County Representatives that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the acts or omissions, negligent or otherwise, of the City or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating to this Agreement and/or the City or the City Representatives' acts or omissions, negligent or otherwise.

7. Insurance. Prior to beginning the service(s) set forth in this Agreement and throughout the entire term of this Agreement, City agrees and warrants that it will obtain and maintain, at City's expense, the following types of insurance:

- a. A valid occurrence form commercial general liability insurance policy, which either covers contractual agreements for hold harmless, defense, and indemnification costs, expenses, or otherwise such as the indemnification, defense, and hold harmless provision set forth in this Contract or whereby "Davis County" is endorsed by the Insurer as an "additional insured" to the insurance policy, with minimum limits as follows:
 - b. Each occurrence - \$1,000,000.00;
 - c. General aggregate - \$2,000,000.00;
 - d. Products – Comp/Op aggregate - \$2,000,000.00;
- e. A valid automobile liability insurance policy that covers any auto with a combined single limit for each accident of at least \$1,000,000.00; and
- f. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by law. If any proprietor, partner, executive, officer, member, or otherwise is excluded from the Workers Compensation and Employers' Liability insurance policy, City shall provide County with the applicable state issued waiver relating to any and all proprietors, partners, executives, officers, members, or otherwise of City where the Workers Compensation and Employers' Liability insurance has been waived.
- g. At any time prior to or during the term of this Agreement, County may request City, City's insurance agent(s), or City's Insurer(s), to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein. If City fails to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein within two (2) business days of County's request, County may immediately terminate this Agreement. In the event that County terminates this Agreement because City either fails to timely provide County with a Valid Certificate of Liability Insurance or City fails to have the insurance as required herein, the Parties agree that City shall, notwithstanding any other provision of this Agreement, shall be fully liable for any and all costs, expenses, damages, or otherwise that County incurs to complete this Agreement.

8. Commercial Identification Prohibition. Unless otherwise agreed in writing by TOU, City and County agree that neither it nor its affiliates, agents, representatives, employees, suppliers or subcontractors shall commercially exploit in any manner the nature of their transaction or the goods and/or services provided to County or City for Stage 3 or the Tour, including without limitation: (1) by referring to the transaction or the goods or services, County, the City, Stage 3 or the Tour and/or ancillary events related thereto in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials; or (2) by using or allowing the use of the Tour Marks or any

other service mark, trademark, copyright or trade name now or which may hereafter be owned or licensed to signify the Tour in connection with any service or product; or (3) by otherwise disclosing their affiliation with County, City, Stage 3, or the Tour and/or ancillary events related thereto for a commercial purpose.

9. Compliance with Law. City agrees to comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) applicable to the performance of its obligations contained herein.

10. Exculpation Clause. City agrees to look solely to the assets of County for any recourse, and not those of TOU or any other of the entities, individuals, or representatives of TOU.

11. Remedies for Breach of This Agreement. Upon a material breach of this Agreement by either party, the non-breaching party may pursue any remedy under this Agreement or at law, equity, or otherwise against the breaching party arising from, in connection with, or relating to this Agreement. The Parties agree that in the event a Party believes the other Party to be in material breach of this Agreement, said Party will give written notice of the alleged breach to the other Party; at which time the Party alleged to be in breach shall have ten (10) calendar days to remedy the alleged breach. If the Party alleged to be in breach, upon receiving written notice, immediately engages in a good faith effort to remedy the alleged breach but said breach cannot reasonably be remedied within ten (10) calendar days, the Parties may extend the timeframe to allow the alleged breach to be remedied.

12. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

13. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

To Davis County:
Davis County
Attn: Chair, Davis County Board of Commissioners
61 South Main Street
P.O. Box 618
Farmington, UT 84025

To Farmington City:
Farmington City
Attention: City Manager
~~1979 W. 1900 South~~ 160 S. MAIN
~~Syracuse, UT 84075~~ FARMINGTON, UT
84025

The Parties agree that the addresses set forth above regarding notices may be changed at any time during the term of this Agreement by either party providing the other party with written notice, which provides:

- a. That the above-referenced address is no longer applicable; and
- b. The new address to be used to receive notices under this Agreement.

14. Survival of Terms, Provision, Promises, or Otherwise of This Agreement after Termination. It is expressly understood and agreed that all of the terms, provisions, promises, or otherwise of this Agreement shall survive the termination of this Agreement unless:

- a. Certain terms, provisions, or otherwise of this Agreement expressly state otherwise;
- or
- b. After a court, which has lawful jurisdiction or venue over matters relating to this Agreement, finds that a particular term, provision, promise, or otherwise of this Agreement does not survive the termination of this Agreement.

15. No Separate Legal Entity. No separate legal entity is created by this Agreement.
16. Benefits. The Parties acknowledge, understand, and agree that the Parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.
17. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
18. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
19. Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.
20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.
22. Time of Essence. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.
23. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
24. Execution of Additional Documents. Each of the Parties agrees to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of its obligations hereunder, to carry out the intent of the Parties.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

FARMINGTON CITY

Mayor

Dated: _____

ATTEST:

Farmington City Recorder

Dated: _____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Farmington City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Civil Attorney

Dated: _____



FARMINGTON CITY

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

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: July 14, 2015
SUBJECT: **CONSIDER APPROVAL OF MC GREENS & SONS TO CONSTRUCT THE 1470 SOUTH WATERLINE REPLACEMENT PROJECT**

RECOMMENDATION

Approve the contract and bid from MC Greens & Sons for the construction of waterline replacement and improvements in the amount of \$252,620.70 to be paid from the water fund and storm drain fund.

BACKGROUND

The City received 4 bids for the 1470 South Waterline Replacement Project ranging from \$252,620 to \$307,070 and will begin construction in 2 to 3 weeks. The project includes replacing the waterline and laterals in 1470 South. The cross gutters will also be replaced and improved. City staff recommends awarding MC Greens & Sons the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Bid Tabulation
2. Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

Bid Tabulation

Project: 1470 South Waterline Replacement Project
 Account #
 Engineer: Farmington City

ITEM	DESCRIPTION	MC Green		ABC		Fusion Pipeline		Kapp	
		UNIT	TOTAL QUANTITY	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	Mobilization - Demobilization	LS	1	\$8,057.00	\$8,057.00	\$13,687.00	\$13,687.00	\$14,250.00	\$14,250.00
2	Remove & Install New Fire Hydrant w/ Gate Valve (Hydrant Only Not the Lateral)	EA	1	\$5,324.00	\$5,324.00	\$4,890.00	\$4,890.00	\$8,200.00	\$8,200.00
3	3" Asphalt Pavement w/ 12" Road Base	SF	12000	\$5.02	\$60,240.00	\$3.47	\$41,840.00	\$4.50	\$54,000.00
4	8" PVC C900 DR 14 Waterline	LF	840	\$42.69	\$35,859.60	\$76.50	\$64,380.00	\$54.00	\$45,360.00
5	Remove Existing Valve Can and install new 8" Gate Valve	EA	3	\$2,863.00	\$8,589.00	\$2,370.00	\$7,110.00	\$2,500.00	\$7,500.00
6	8"x8" ROMAC RC 301 Reducing Coupler	EA	3	\$625.00	\$1,875.00	\$500.00	\$1,500.00	\$1,775.00	\$5,325.00
7	Remove and Replace Curb and Gutter	LF	30	\$7.20	\$216.00	\$60.00	\$1,800.00	\$31.00	\$930.00
8	Cap Existing Abandoned 8" Waterlines	EA	4	\$604.00	\$2,416.00	\$195.00	\$780.00	\$870.00	\$3,510.00
9	Traffic Control	LS	1	\$2,420.00	\$2,420.00	\$2,648.00	\$2,648.00	\$6,050.00	\$6,050.00
10	Remove and Install 8" Wide Cast Gutter	LF	61	\$51.70	\$3,155.70	\$53.00	\$3,233.00	\$55.00	\$3,355.00
11	Remove and Replace 3/4" Short Side Water Lateral & Install new Water Meter Sitter and Box	EA	8	\$1,573.00	\$12,584.00	\$1,856.00	\$14,848.00	\$1,875.00	\$15,000.00
12	Remove and Replace 3/4" Long Side Water Lateral & Install new Water Meter Sitter and Box	EA	12	\$1,855.00	\$22,260.00	\$2,536.00	\$30,432.00	\$2,050.00	\$24,600.00
13	Remove and Replace 3/4" Short Side Water Lateral & Install new Water Meter Sitter and 30" Box	EA	14	\$1,398.00	\$19,572.00	\$1,527.00	\$21,378.00	\$2,100.00	\$29,400.00
14	Remove and Replace 3/4" Long Side Water Lateral & Install new Water Meter Sitter and 30" Box	EA	9	\$1,563.00	\$14,067.00	\$1,677.00	\$15,093.00	\$2,325.00	\$20,925.00
15	Locate and install new laterals from the back of setter to the existing lateral. Repair Landscaping	LF	100	\$48.44	\$4,844.00	\$63.50	\$6,350.00	\$63.00	\$6,300.00
16	Remove and replace driveway approach	SF	2500	\$9.87	\$24,675.00	\$14.57	\$36,425.00	\$11.00	\$27,500.00
17	Remove and replace sidewalk	SF	1800	\$10.40	\$18,720.00	\$14.57	\$26,226.00	\$10.00	\$18,000.00
	Totals				\$282,820.70		\$307,070.00		\$296,710.00

APPARENT LOW BIDDER: MC Green

SECTION 00520**STANDARD FORM OF AGREEMENT**

THIS AGREEMENT is by and between Farmington City ("Owner") and MC Green and Sons Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

FY 2016 1470 South Waterline Replacement Project

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Install new waterline, water laterals, fire hydrants, asphalt patching, curb and gutter, and cross gutters.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farmington City (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES**4.01 *Time of the Essence***

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. All work must be completed by October 31, 2015.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed

within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by the State.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site;

- information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (Pages 1 through 7, inclusive)
 2. Performance bond (Pages 1 through 3, inclusive)
 3. Payment bond (Pages 1 through 3, inclusive)
 4. General Conditions (Pages 1 through 62, inclusive)
 5. Supplementary Conditions (Pages 1 through 15, inclusive)
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings with each sheet bearing the following general title: "FY 2016 1470 South Waterline Replacement Project."
 8. Addendum 1 .

9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Farmington City

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Farmington City

PO Box 160

Farmington, Utah 84025

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

END OF SECTION

FARMINGTON CITY



City Council Staff Report

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

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: July 14, 2015
SUBJECT: **CONSIDER APPROVAL OF KILGOR CONTRACTING TO CONSTRUCT
THE FY 2016 ROAD MAINTENANCE PROJECT**

RECOMMENDATION

Approve the contract and bid from Kilgore Contracting for the construction of road maintenance improvements in the amount of \$387,780.09 to be paid from the street maintenance fund and the parks fund.

BACKGROUND

The City received 4 bids for the FY 2016 Road Maintenance Project ranging from \$387,780 to \$520,682 and will begin construction in 2 to 3 weeks. The project includes road overlays, reconstruction, and chip seal along with other crack sealing and patching. City staff recommends awarding Kilgore Contracting the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Bid Tabulation
2. Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

Bid Tabulation

Project: FY 2016 Road Maintenance
 Account #
 Engineer: Farmington City

ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	Slaker Parson		Post Asphalt		Granite		Kilgore	
				UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
100 West											
1	Manhole Raise to Grade	EA	0	\$635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Valve Box raise to Grade	EA	0	\$405.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	2" Full Milling	SY	1867	\$2.70	\$5,040.90	\$4.30	\$8,028.10	\$3.70	\$6,907.96	\$2.38	\$4,443.46
4	2" Overlay	SY	1867	\$8.10	\$15,122.70	\$11.60	\$21,657.20	\$9.00	\$16,903.00	\$7.07	\$13,199.99
1100 North											
1	Manhole Raise to Grade	EA	5	\$630.00	\$3,150.00	\$390.00	\$1,950.00	\$500.00	\$2,500.00	\$640.00	\$3,200.00
2	Valve Box raise to Grade	EA	6	\$465.00	\$2,790.00	\$295.00	\$1,770.00	\$400.00	\$2,400.00	\$475.00	\$2,850.00
3	2" Full Milling	SY	3700	\$1.55	\$5,735.00	\$3.40	\$12,580.00	\$3.70	\$13,690.00	\$1.45	\$5,365.00
4	2" Overlay	SY	3700	\$7.70	\$28,490.00	\$10.50	\$38,850.00	\$9.00	\$33,300.00	\$7.07	\$26,158.00
1470 South											
1	Manhole Raise to Grade	EA	15	\$365.00	\$5,475.00	\$380.00	\$5,650.00	\$500.00	\$7,500.00	\$445.00	\$6,675.00
2	Valve Box raise to Grade	EA	17	\$275.00	\$4,675.00	\$295.00	\$5,015.00	\$400.00	\$6,800.00	\$325.00	\$5,525.00
3	Leveling Course	TON	100	\$81.50	\$8,150.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00
4	6' Wide Milling	LF	4024	\$1.30	\$5,231.20	\$2.05	\$8,249.20	\$2.00	\$8,048.00	\$1.87	\$6,720.08
5	2" Overlay	SY	8048	\$7.85	\$63,176.80	\$9.25	\$74,444.00	\$9.00	\$72,432.00	\$7.07	\$56,898.96
1400 North											
1	Manhole Raise to Grade	EA	13	\$365.00	\$4,745.00	\$390.00	\$5,070.00	\$500.00	\$6,500.00	\$375.00	\$4,875.00
2	Valve Box raise to Grade	EA	12	\$275.00	\$3,300.00	\$295.00	\$3,540.00	\$400.00	\$4,800.00	\$280.00	\$3,360.00
3	Leveling Course	TON	100	\$91.50	\$9,150.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00
5	2" Overlay	SY	7700	\$7.35	\$56,595.00	\$9.25	\$71,225.00	\$9.00	\$69,300.00	\$7.07	\$54,439.00
Compton											
1	Leveling Course	TON	100	\$88.60	\$8,860.00	\$82.00	\$8,200.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00
2	Chip Seal w/ Fog Coat	SY	11491	\$4.15	\$47,697.65	\$2.35	\$27,003.85	\$2.85	\$32,748.35	\$2.30	\$26,428.30
1525 West											
1	Leveling Course	TON	100	\$86.60	\$8,660.00	\$82.00	\$8,200.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00
2	Chip Seal w/ Fog Coat	SY	8588	\$4.15	\$35,640.20	\$2.35	\$20,161.80	\$2.85	\$24,475.80	\$2.30	\$19,752.40
North Compton											
1	Leveling Course	TON	75	\$97.00	\$7,275.00	\$82.00	\$6,150.00	\$70.00	\$5,250.00	\$70.00	\$5,250.00
2	Chip Seal w/ Fog Coat	SY	10746	\$4.15	\$44,595.80	\$2.35	\$25,253.10	\$2.85	\$30,626.10	\$2.30	\$24,715.80
Misc. Work											
1	Leveling Course	TON	360	\$99.50	\$32,220.00	\$82.00	\$29,520.00	\$70.00	\$25,200.00	\$70.00	\$25,200.00
2	Deep Patch	SF	3300	\$10.50	\$33,600.00	\$8.50	\$27,200.00	\$8.00	\$19,200.00	\$3.05	\$8,760.00
3	Crack Seal	TON	22	\$2,750.00	\$60,500.00	\$3,000.00	\$66,000.00	\$4,000.00	\$88,000.00	\$2,000.00	\$44,000.00
4	Meadow View Trail 2" Asphalt	SY	1330	\$9.00	\$12,150.00	\$10.50	\$14,175.00	\$12.00	\$18,200.00	\$8.12	\$10,962.00
Totals					\$510,815.35		\$504,112.25		\$520,682.15		\$387,780.09

APPARENT LOW BIDDER: Kilgore

SECTION 00520

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is by and between Farmington City (“Owner”) and Kilgore
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

FY 2016 Road Maintenance Project

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Chip seal with fog coat, placing leveling course, deep patching, asphalt overlays, crack seal, and raising manholes and valves to grade.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farmington City (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Chip and Seal work will be completed by August 30, 2015 and all other Work will be substantially completed on or before September 30, 2015, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before October 15, 2015.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or

Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by the State.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 1 sheet with each sheet bearing the following general title: "FY 2016 Road Maintenance Project."
8. Addendum 1 .
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Farmington City

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Farmington City

PO Box 160

Farmington, Utah 84025

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

END OF SECTION

CITY COUNCIL AGENDA

For Council Meeting:
July 14, 2015

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held on July 2, 2015
2. Police & Fire Monthly Activity Report for May and June
3. Pool Stats for May & June
4. Justice Court Update
5. Update to City Website & City Logo

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: July 6, 2015
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION HELD JULY 2, 2015

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on July 2, 2015 [note: five commissioners attended the meeting—Chair Rebecca Wayment, Kent Hinckley, Brett Anderson, Alex Leeman, Heather Barnum, Dan Rogers, and Brett Gallacher.

1. Scott Harwood / The Haws Companies (Public Hearing) – Applicant is requesting a recommendation for schematic approval for the Park Lane Commons Phase III Subdivision consisting of 3 lots on 9.77 acres located at approximately Market Street and Station Parkway in a GMU (General Mixed Use) zone. (S-16-15)

Voted to recommend that the City Council approve the schematic subdivision plan.

The Planning Commission reviewed and discussed the merits of requesting the dedication of right-of-way on the southern portion of property being on the plat versus in an agreement. The applicant is requesting that the dedication be addressed in an agreement, but staff would like it to be on the plat. As part of this development, staff is requesting that an agreement be entered into by the City with the applicant to address the improvements of the road as part of the future development of the Evans' property, the applicant requested that the plat dedication also be handled as part of this agreement. The issue for the applicant is that in order to get HUD financing, the improvements must be completely on-site, and dedicating right-of-way on the plat would render some of their improvements "off-site". However, staff's concern is that in doing it by agreement, the right-of-way dedication won't be on the plat, which is the way the City has always handled these issues. Also, handling a dedication by "piggy backing" it with a proposed, related agreement with the Haws' Company (who is the primary property owner, not Western States) could prove to be convoluted. In staff's opinion, the far cleaner way to handle this issue is to get the 16.5' dedication on the plat. The staff report for this item has been updated to reflect the recommended changes made by the Planning

Commission, with the understanding that agreements are entered into by the City Council.

Vote: 7-0

2. Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend Chapter 28 of the Zoning Ordinance as it relates to the inclusion of pool houses in Section 11-28-060. (ZT-9-15)

Voted to recommend that the City Council approve the zone text change to Chapter 28 as written in the staff report.

Vote: 7-0

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur



Dave Millheim
City Manager



Farmington City Police Department 2015 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	185	173	186	194	222	265						
Total Reports Officer	68	73	69	86	94	92						
Crime	103	81	93	77	100	139						
Accident	18	19	24	31	29	35						
Supp	54	29	52	44	33	52						
Citations	175	112	178	140	193	130						
Traffic	76	85	142	97	153	80						
Speed	21	24	39	28	32	18						
Parking	66	0	0	5	2	1						
Other	33	28	36	43	40	50						
Activities	3200	3061	3615	2848	3108	3134						
Investigations Working	53	56	39	30	37	56						
# Reports	47	38	49	40	24	30						



Farmington City Police Department 2015 - Summary Cont.

		YTD	AVG
Cases		1225.00	204.17
Reports	Officer	80.33	
	Crime	98.83	
	Accident	26.00	156
	Supp	44.00	
Citations	Total	154.67	928
	Traffic	105.50	
	Speed	27.00	162
	Parking	12.33	
	Other	38.33	
Activities		3161.00	18966
Investigations	Working	45.17	
	# Reports	38.00	228



Farmington City Police Department 2014 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	150	131	178	149	212	219	184	235	182	221	185	195
Total Reports Officer	72	60	94	68	87	83	68	99	91	81	89	78
Crime	59	53	68	63	89	103	88	103	70	99	79	88
Accident	21	17	10	20	27	28	25	34	24	39	23	33
Supp	44	36	34	39	32	50	35	39	25	48	30	39
Citations	87	91	101	127	125	109	96	132	105	136	112	72
Total Cites	87	91	101	127	125	109	96	132	105	136	112	72
Traffic	45	62	64	95	91	81	73	100	76	99	79	46
Speed	24	36	33	53	40	28	27	28	24	39	22	10
Parking	11	4	2	0	1	0	0	0	0	0	0	5
Other	32	26	37	32	33	28	23	32	29	37	33	26
Activities	1857	1904	2011	2573	2715	2583	3009	3056	2478	2895	2712	2728
Total	1857	1904	2011	2573	2715	2583	3009	3056	2478	2895	2712	2728
Investigations Working # Reports	44	37	41	44	33	36	41	59	60	47	61	48
# Reports	37	30	31	45	34	48	37	43	25	47	33	42



Farmington City Police Department 2014 - Summary Cont.

		YTD	AVG
Cases		186.75	2241
Reports	Officer	80.83	
	Crime	80.17	
	Accident	25.08	301
	Supp	37.58	
Citations	Total	107.75	1293
	Traffic	75.92	
	Speed	30.33	364
	Parking	1.92	
	Other	30.67	
Activities		2543.42	30521
Investigations	Working	45.92	
	# Reports	37.67	452



Farmington City Fire Department

Monthly Activity Report

June 2015



Emergency Services

Fire / Rescue Related Calls: 28

All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance Related Calls: 83 / Transported 40 (48%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to adequately staff: 8

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

Urgent Fire Related Response Times (AVG): 6.2 Minutes GOAL 4 minutes or less (+ 2.2min.)

PT Department Man-Hours (based on the following 42-day pay period / May 29th, June 12th and June 26th)

Part-Time Shift Staffing:	2,046	Budgeted 2,046	Variance - 0
Part-Time Secretary:	84	Budgeted 80	Variance + 4
Part-Time Fire Marshal:	92	Budgeted 80	Variance +12
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 20
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	211		
Emergency Callbacks:	281	FIRE 57 Hrs. / EMS 224 Hrs. (YTD) 975	
Special Event Hours:	6	(YTD) 62	
Total PT Staffing Hours:	2,720	(YTD) 6,769	

Monthly Revenues & Grant Activity YTD

Ambulance (May):	Month	Calendar Year	FY 2015
Ambulance Services Billed:	\$55,122.72	\$213,534.87 YTD	\$518,157.18
Ambulance Billing Collected:	\$26,512.59	\$115,049.31 YTD	\$267,515.09
Variances:	-\$28,610.13	-\$98,485.56 YTD	-\$250,642.09
Collection Percentages:	48.0%	53.9%	51.6%

Grants / Assistance / Donations

Grants Applied For:

UFRA & DNR Instruction	\$1,500	\$8,720 YTD
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Grants / Funds Received / Awarded:

UFRA Wildland Firefighter Cert Training x 2 Personnel	\$1,500	
UFRA Driving Simulator Training x 30 Personnel	\$6,000	
DNR FireWise Literature	\$1,000	
DNR – ATV Training / Instruction x 12 Personnel	\$300	\$9,800 YTD

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

Drill # 1– Officers Monthly Meeting & Training:	15	
Drill #2– DOT- Traffic Incident Management (TIM)	42	Avg. Wednesday Night Drill Att.
Drill #3– DNR - Advanced ATV Training / Certification	42	FFD Personnel This Month: 12
Drill #4– Truck Operations / Overview	24	
Drill #5- McKay – Sepsis & Septic Shock Treatment	30	

Other: UFRA Apparatus Driving SIM	58	
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Total Training / Actual Attended:	211	702 YTD
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Fire Prevention & Inspection Activities

Business / Construction Inspections:	13	
Fire Plan Reviews & Related:	16	
Station Tours & Public Ed Sessions:	8	61 YTD

Health, Wellness & Safety Activities

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

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	0	2 YTD
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Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Rescue/Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

Additional Narrative:

Very busy month! Emergent EMS response times averaged 4.2 minutes and Emergent FIRE response times averaged 6.2 minutes. Eight calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). 48% of all Ambulance calls resulted in transporting patients to Hospitals (4 critical air lifted to trauma centers during separate incidents to include Overnight Canyon Rescue, Auto V’s Pedestrian and other trauma related events). FFD successfully completed its 4th annual fire-prevention door-to-door campaign on the eastside of Farmington and reached out to hundreds of households as part of our “FireWise” program. This campaign incorporates both wildland fire prevention and firework safety. FFD was able to augment this year’s tri-fold pamphlet with additional literature awarded through the Department of Natural Resources (DNR).

The approved F550 Brush Truck was purchased and retrieved from Tennessee prior to being placed into service late June. We are very fortunate to have acquired this vehicle and shall achieve all needed modifications without exceeding the approved budget of \$70,000.



Evening drills held throughout the month focused on Leadership development to Wildland Interface Response Matrix & IC, DOT Traffic Incident Management (TIM) training, ATV Certification Training, Truck Operations, Recognition and Treatment of Sepsis Patients. Utah Fire Rescue Academy (UFRA) classes included Wildland FF1 certification training and Apparatus Driver Simulator training.

The new ladder truck is scheduled to be placed into service July 1st with a public open house tentatively scheduled for August – Date and time to be published in next month’s newsletter.

On behalf of our department members, I would like to personally thank each of our elected officials for supporting our department through these times of growth!

Please feel free to contact myself at your convenience with questions, comments or concerns: Cell (801) 643-4142 or email gsmith@farmington.utah.gov

Respectfully,
Guido Smith
Fire Chief

Proud Protectors of Your Life and Property – Since 1907



Over 100 Years of Community Pride & Ownership!

Farmington City Fire Department

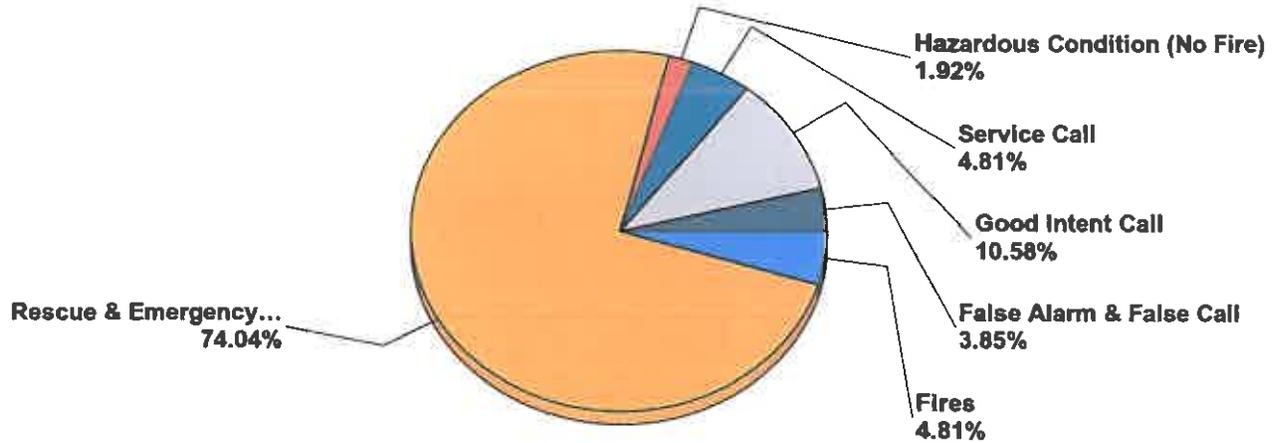
Farmington, UT

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2015 | End Date: 06/30/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	4.81%
Rescue & Emergency Medical Service	77	74.04%
Hazardous Condition (No Fire)	2	1.92%
Service Call	5	4.81%
Good Intent Call	11	10.58%
False Alarm & False Call	4	3.85%
TOTAL	104	100.00%

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

Rescues for May & June 2015

Date	Type	Location	EMS Called	Chair	Guard	Age of Patron
28-May	Active	Yellow Slide	no	Middle	Bailey	7
28-May	Incident, Nosebleed	Deck	no	N/A	Bailey	7
28-May	Active	Yellow Slide	no	Shallow	Bailey	8
28-May	Active	Yellow Slide	no	Shallow	Bailey	7
30-May	Active	Yellow Slide	no	Shallow	Emerson	5
30-May	Active, Double	Yellow Slide	no	Middle	Hunter	8
30-May	Active, Double	Yellow Slide	no	Middle	Hunter	7
1-Jun	Active	Yellow Slide	no	Middle	Ashley	8
3-Jun	Incident, Bleeding	Deck	no	N/A	Ashley	9
4-Jun	Active	Green Slide	no	Shallow	Mckenna	7
6-Jun	Active, Double	Yellow Slide	no	Shallow	Emerson	6
6-Jun	Active, Double	Yellow Slide	no	Shallow	Emerson	8
8-Jun	Active	Yellow Slide	no	Middle	Bailey	7
8-Jun	Incident, Contusion	Splash Pad	yes	N/A	Bailey	10
8-Jun	Incident, Spinal	Shallow	yes	Break	Bailey	10
9-Jun	Active	Yellow Slide	no	Shallow	Hunter	7
10-Jun	Active	Yellow Slide	no	Middle	Bailey	6
11-Jun	Incident/Bee Sting	Deck	no	Break	Jason	7
12-Jun	Distressed Swimmer	Shallow	no	Shallow	Kylie	6
12-Jun	Active	Yellow Slide	no	Shallow	Cooper	7
13-Jun	Incident	Deck	no	Break	Lauren	11
13-Jun	Active	Yellow Slide	no	Shallow	Kylie	7
13-Jun	Distressed Swimmer	Green Slide	no	Shallow	Jake	5
15-Jun	Distressed Swimmer	Yellow Slide	no	Middle	Kiah	7
15-Jun	Abrasion/Cut	Diving Board	no	Deep	Kiah	7
15-Jun	Distressed Swimmer	Yellow Slide	no	Shallow	Shantz	5
17-Jun	Incident/bloody nose	Slides	no	N/A	Emerson	7
17-Jun	Active	Green Slide	no	Middle	Kazley	3
17-Jun	Incident, Abrasion	Deck	no	N/A	Rich	7
17-Jun	Incident, Abrasion	Deep End	no	N/A	Rich	13
18-Jun	Distressed Swimmer	Yellow Slide	no	Shallow	Bailey	7
19-Jun	Incident	Splash Pad	no	Break	Lauren	6
19-Jun	Incident, Abrasion	Deck	no	break	Lauren	4
23-Jun	Active	Yellow Slide	no	Shallow	Hunter	6
23-Jun	Incident, Abrasion	Basketball Hoops	no	N/A	Hunter	11
23-Jun	Incident/Rescue	Inbetween Slides	yes	Deep	Kiah	5
23-Jun	Incident, Abrasion	Sidewalk to Splash Pad	no	N/A	Collin	5
24-Jun	Incident	Deck	yes	N/A	Bailey	15
24-Jun	Active	Yellow Slide	no	Shallow	Bailey	7
25-Jun	Incident, Abrasion	Deck	no	N/A	Bailey	13
26-Jun	Incident, Bloody Nose	Deck	no	N/A	Emerson	11
27-Jun	Active	Green Slide	no	Shallow	Emerson	9
29-Jun	Active	Yellow Slide	no	Shallow	Whitney	8
30-Jun	Active	Yellow Slide	no	Middle	Emerson	5
30-Jun	Active	Green Slide	no	Middle	Emerson	2

Witness Reports:

Witness Reports:

Chair Location Statistics

Chair	# of Saves	Percentage
Shallow	17	
Middle	10	
Deep	0	
Break	0	
Incidents	18	

Total
27

Grand Total
45

Age of Patrons Rescued

Age	# of Patrons	Percentage
5 & Under	6	22.22
6 to 8	20	74.07
9 and up	1	3.70

EMS Calls
4

pr**vo**
FIRE & RESCUE

pr**vo**
POLICE

pr**vo**
POWER

pr**vo**
311
CUSTOMER SERVICE

pr**vo**
**PARKS &
RECREATION**

CITY COUNCIL AGENDA

For Council Meeting:
July 14, 2015

SUBJECT: Mayor Talbot & City Council Reports

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