

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of Farmington City will hold a regular City Council meeting on **Tuesday, September 1, 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

PUBLIC HEARINGS:

7:05 Issuance and Sale of \$3,700,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2015 and the Potential Economic Impact that the Improvement, Facility or Property for which the Bonds Pay All or Part of the Cost will have on the Private Sector.

7:15 Farmington Fields Plat Amendment

7:25 Eagle Cove Conservation Subdivision – Schematic Plan

SUMMARY ACTION:

7:40 Minute Motion Approving Summary Action List

1. Approval of Minutes from City Council held August 18, 2015
2. Meadow View Conservation Subdivision Phase II Final Plat
3. Street Cross Section Proposal for the Cul-de-sac in Pheasant Hollow Subdivision
4. Resolution in Support of School Bond for Davis County School District

GOVERNING BODY REPORTS:

7:45 City Manager Report

1. Executive Summary for Planning Commission held August 20, 2015

7:50 Mayor Talbot & City Council Reports

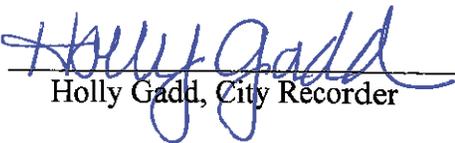
ADJOURN

CLOSED SESSION

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

DATED this 27th day of August, 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:
September 1, 2015

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

It is requested that City Councilmember John Bilton give the invocation to the meeting and it is requested that City Councilmember Jim Young lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting
September 1, 2015

PUBLIC HEARING: Issuance and Sale of \$3,700,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2015 and the Potential Economic Impact that the Improvement, Facility or Property for which the Bonds Pay All or Part of the Cost will have on the Private Sector.

ACTION TO BE CONSIDERED:

1. Hold the public hearing.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: August 24, 2015

Subject: **HOLD PUBLIC HEARING REGARDING THE ISSUANCE AND SALE OF 3.7 MILLION DOLLAR SALES TAX (RAP TAX) BONDS.**

RECOMMENDATIONS

Hold public hearing for public comment on the issuance and sale of \$3.7 million dollar sales tax (RAP tax) bonds.

BACKGROUND

The Council passed a Resolution authorizing the City to issue and sell up to \$3.7 million in sales tax bonds on August 4, 2015. With the passage of this resolution, the City now has to hold a public hearing before it can close on these bonds. This allows the public to voice their opinions on whether or not these bonds should be issued and sold.

We are only proposing to sell \$3.5 million and have received the bids for purchasing these bonds. JP Morgan Chase Bank was the lowest bid of an interest rate of 2.15%. It also has a call provision after 5 years which enables the City to pay off the bonds early if it so chooses. It is proposed that we will close on the bonds on September 9, 2015.

We have to pledge all of the sales tax in order to issue these bonds, as the RAP tax is brand new and no one knows exactly sure how much that it will bring in for the City. These bonds were voted on and passed in this past November election. These bonds will be used to pay for the building of the gym and park along 650 W. These bonds are for 10 years and will be paid from the RAP taxes collected.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Dave Millheim,
City Manager

August 11, 2015

J.P.Morgan

CREDIT FACILITY COMMITMENT

**Direct Purchase of a Bank Qualified Tax-Exempt Sales Tax Revenue Bond, Series 2015
issued by the City of Farmington in an amount up to \$3,500,000**

J.P.Morgan

Delivery via Email

August 11, 2015

Keith Johnson
Assistant City Manager
Farmington City, UT
kjohnson@farmington.utah.gov

Dear Mr. Johnson,

Farmington City, Utah (the "Issuer"), has requested that JPMorgan Chase Bank, N.A. or one of its affiliates purchase a bank-qualified tax exempt bond (the "Facility" or "Bond") in the aggregate principal amount of \$3,500,000. JPMorgan Chase Bank, N.A. or one of its affiliates (the "Purchaser") is pleased to confirm its willingness to purchase the Bond in the amount of \$3,500,000, (the "Commitment") on the terms and conditions set forth herein and in the term sheet attached hereto (the "Term Sheet").

The obligation of JPMorgan Chase Bank, N.A. or one of its affiliates to provide credit to the Issuer in the form of its purchase of the Bond is subject to the execution and delivery of loan documentation (the "Bond Documents") that is satisfactory to the Purchaser and its legal counsel. The Bond Documents shall contain such representations, warranties, covenants, events of default, conditions precedent, remedies and general provisions that the Purchaser and its counsel deem necessary and shall otherwise be satisfactory in form and substance to the Purchaser and its counsel. The terms, covenants, and conditions set forth in the Term Sheet merely outline some of the principal provisions of the Bond Documents rather than a full and complete description or exclusive list of all terms, covenants and conditions which shall be included in the bond documentation. To the extent that any terms, covenants and conditions in the Bond Documents are inconsistent with this Commitment, the terms, covenants and conditions in the Bond Documents shall control. The Purchaser's obligation under this Commitment shall also be subject to (a) the Purchaser's determination that there is no material adverse change in the business, condition (financial or otherwise), operations, performance or properties of the Issuer from June 30, 2014, (b) the Purchaser not becoming aware after the date hereof of any information or other matter affecting the Issuer or the transactions contemplated hereby which is inconsistent in a material and adverse manner with any such information or other matter disclosed to us prior to the date hereof, (c) the Issuer's compliance with the terms of this Commitment Letter and (d) the other conditions set forth or referred to herein and in the Term Sheet.

The Issuer hereby agrees to reimburse the Purchaser for all reasonable out-of-pocket expenses (including the reasonable fees, time charges and expenses of attorneys for the Purchaser, which attorneys may be employees of the Purchaser) incurred in connection with the preparation, negotiation, execution, and enforcement of this commitment letter, the Bond Documents and any other documentation contemplated hereby or thereby.

The obligations of the Purchaser under this commitment letter are enforceable solely by the Issuer and may not be relied upon by any other person. The Purchaser shall not be liable under this Commitment Letter or any Bond Document or in respect of any act, omission or event relating to the transaction contemplated hereby or thereby, on any theory of liability, for any special, indirect, consequential or punitive damages. IF THIS COMMITMENT LETTER, THE TERM SHEET OR ANY SUCH ACT, OMISSION OR EVENT BECOMES THE SUBJECT OF A DISPUTE, THE ISSUER AND THE PURCHASER EACH HEREBY WAIVE TRIAL BY JURY.

This Commitment Letter and the Term Sheet are for the Issuer's confidential use only and may not be disclosed by it to any person other than its employees, attorneys and financial advisors (but not commercial lenders), and then only in connection with the proposed transaction and on a confidential basis, except where (in the Issuer's reasonable judgment) disclosure is required by law or where the Purchaser consents to the proposed disclosure, which consent shall not be unreasonably withheld. Officers, directors, employees and agents of the Purchaser shall at all times have the right to share information received from the Issuer with its affiliates and their respective officers, directors, employees and agents and proposed participants in the proposed facility, all on a confidential basis. This Commitment Letter and the Term Sheet supersede any and all prior versions hereof or thereof. This Commitment Letter may only be amended by a writing signed by all parties hereto. This Commitment Letter shall be governed by the internal laws of the State of Utah.

This Commitment Letter and the Term Sheet are submitted to you in our capacity as a lender in an arm's length commercial transaction. JPMorgan Chase Bank, N.A. and its affiliates are acting solely as a principal and not as a "Municipal Advisor" as defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules") or any other agent or fiduciary capacity. JPMorgan Chase Bank, N.A. and its affiliates are providing this information to you in reliance on the Bank exemption in the Municipal Advisor Rules and is not recommending that you take action or refrain from taking action or providing any advice. Please see "Municipal Advisor Disclosures and Disclaimers" in the Term Sheet for further information relating to the same.

You acknowledge that JPMorgan Chase Bank, N.A. and any of its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. Neither JPMorgan Chase Bank, N.A. nor any of its affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this letter or their other relationships with you in connection with the performance by JPMorgan Chase Bank, N.A. or any of its affiliates of services for other companies, and neither JPMorgan Chase Bank, N.A. nor any of its affiliates will furnish any such information to other companies. You also acknowledge that JPMorgan Chase Bank, N.A. and its affiliates have no obligation to use in connection with the transactions contemplated by this letter or to furnish to you confidential information obtained from other companies.

The compensation, reimbursement and confidentiality provisions contained herein and in the Term Sheet shall continue and are and shall remain absolute obligations of the Issuer, unless and until superseded by the provisions of definitive Bond Documents, whether or not the Bond Documents are executed or any loan is made by the Purchaser or any conditions of lending are met.

If the foregoing correctly sets forth our agreement, please indicate the Issuer's acceptance of the terms hereof and of the Term Sheet and conditions of the rate lock by returning to the Purchaser both an executed counterpart hereof of the subject Commitment Letter and the Rate Lock Letter Agreement no later than 2pm Mountain Standard Time, August 11, 2015. The Purchaser's commitment will expire at such time in the event the Purchaser has not received such executed counterpart in accordance with the immediately preceding sentence. This Commitment Letter, Rate Lock Letter, and rate supersede any and all prior versions hereof and thereof.

Sincerely,



JPMorgan Chase Bank, N.A

By: Megan Flannery

Title: Authorized Officer

ACCEPTED AND AGREED TO:

Farmington City, Utah

By: Dave Hillier

Title: CITY MANAGER

Date: 8-11-15

By: [Handwritten Signature]

Title: Assistant City Manager

Date: 8-11-15

CC: David Sagers, Senior Government Banker
Ryan Bjerke, Chapman and Cutler LLP

J.P.Morgan

City of Farmington
Direct Purchase Bank Qualified Tax-Exempt Sales Tax
Revenue Bond, Series 2015

Summary of Terms and Conditions

August 11, 2015

This Summary of Terms and Conditions (the "Term Sheet") is delivered with a commitment letter of even date herewith (the "Commitment Letter") from JPMorgan Chase Bank, N.A. or its affiliates to the below defined Issuer in connection with the Facility. The terms, covenants and conditions set forth below outline some of the principal provisions of the Bond Documents, but do not provide a full and complete description or exclusive list of all terms, covenants and conditions. This Term Sheet supersedes all previous Term Sheets and oral discussions. Capitalized terms used in this Term Sheet and not otherwise defined herein have the meanings attributed to them in the Commitment Letter

SECTION I	DESCRIPTION OF THE BONDS
Issuer:	City of Farmington (the "Issuer")
Purchaser:	JPMorgan Chase Bank, N.A. and its successors and assigns (the "Purchaser" or the "Bank").
Facility / Amount:	<p>\$3,500,000 Bank Qualified Tax-Exempt Direct Purchase Bond, Series 2015 (the "Bond" or the "Facility") issued as a single maturity Bond subject to mandatory annual sinking fund redemption.</p> <p>The Bond would be purchased at 100% of Par on an 'all or none' basis.</p> <p>The Bond would be designated by the Issuer as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code.</p> <p>The Bond shall not be rated by any rating agency, shall not be initially registered to participate in DTC, shall not contain a CUSIP number and shall not be marketed during any period in which the Bonds are held by the Purchaser pursuant to any Official Statement, Offering Memorandum or any other disclosure documentation. The Purchaser shall take physical delivery of the Bond at closing.</p>
Purpose:	Proceeds of the Bond would be used to finance the construction of a new recreation facility and the early stages of a regional park including preliminary infrastructure and parking.
Bond Maturity Date:	December 1, 2025

J.P.Morgan

SECTION II INTEREST RATES, PAYMENTS AND FEES

Fixed Interest Rate: The Bond would accrue interest at a fixed rate of 2.15% per annum. The interest rate shall be fixed until maturity upon the execution of this Commitment Letter and attached Rate Lock Letter by the Issuer.

**Bond Payments /
Amortization:**

Interest would be payable semi-annually commencing on December 1, 2015.

Principal would be payable annually commencing on June 1, 2016 based on the amortization schedule outlined below:

6/1/2016	\$343,000
6/1/2017	\$325,000
6/1/2018	\$330,000
6/1/2019	\$335,000
6/1/2020	\$341,000
6/1/2021	\$348,000
6/1/2022	\$355,000
6/1/2023	\$364,000
6/1/2024	\$374,000
6/1/2025	\$385,000

Prepayment: The Bond would be subject to optional redemption on or after June 1, 2020.

Day Basis/Year: 30/360

Default Rate: Fixed Interest Rate + 4.00%

SECTION III OTHER BOND TERMS AND PROVISIONS

Security: The Bond will be payable solely from and secured by a pledge of the Revenues produced by local sales and use taxes levied by the City under the Local Sales and Use Tax Act, Title 59.

Drawdown: The proceeds of the Bond would be fully drawn on the date of issuance.

Required Documents: The terms of this financing would be evidenced by agreements, instruments and documents (collectively, the "Bond Documents") that are usual and customary for a Direct Purchase Bond transaction. The required documentation would include, but not limited to, the terms and conditions outlined herein as well as the Bank's standard provisions with respect to representations and warranties, covenants, events of default, remedies, conditions precedent, right of set-off, waiver of jury trial, compliance with anti-corruption laws, protections against increased costs and other general provisions that the Purchaser and its counsel deem necessary and would otherwise be satisfactory in form and substance to the Purchaser and its counsel.

Conditions Precedent: Usual and customary representations and warranties and other conditions prior to the issuance of the Bond for like situated issuers and for the type and term of the Facility, including absence of default, absence of material litigation and absence of material adverse change from the Issuer's financial conditions and operations as reflected in the financial statements of the Issuer on June 30, 2014. Additional conditions precedent would include delivery of acceptable bond documentation and legal opinion, including an opinion of bond counsel as to the validity and enforceability of the obligations of the Issuer under the Bond Documents and that interest payable on the Bond is exempt from federal and State of Utah income taxation.

- Financial Covenants:** The Purchaser would require the following financial covenants, as further defined in the Bond Documents:
- Additional Bonds Test of 150% of the maximum annual principal and interest requirements of all outstanding parity Bonds
- Reporting Covenants:** The Issuer would provide the following items in an electronic format acceptable to the Purchaser:
1. Receipt of the City's Audited Financial Statements within 180 days of the fiscal year end.
 2. Additional information as reasonably requested by the Bank.
- Tax Cross-Up:** In the event that the Bond subsequently loses its tax exemption status as a result of violations of the tax covenants, the Purchaser would require an adjustment to the Interest Rates payable on the Bond to account for such loss of tax exemption.
- The Purchaser would not require any adjustment to the Interest Rate for (i) changes to the regulatory environment or required regulatory capital, (ii) changes due to a decline in the Issuer's public bond rating. Any adjustment to the Interest Rate would solely be related to the loss of tax exemption for violations of the tax covenants.
- Sale / Assignment:** The Issuer would agree that the Purchaser may without limitation at any time sell, assign, pledge or transfer all or a portion of the Bond to any Bank affiliate. Any assignment to non-bank affiliates would be to qualified institutional buyers only.
- Waiver of Jury Trial:** The Issuer and the Purchaser would waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this Term Sheet, any related documentation or the transactions contemplated hereby or thereby.
- Governing Law:** All aspects of the Facility being discussed including this Term Sheet and any Bond Documents would be governed by the laws of the State of Utah.

SECTION IV OTHER BANK REQUIREMENTS

- Municipal Advisor Disclosure:** The Issuer acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Issuer and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Issuer, (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Issuer on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the Issuer, and (vi) the Issuer has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

- Expenses:** The Issuer would pay or reimburse the Purchaser for all its out-of-pocket costs and expenses and reasonable attorneys' fees where not prohibited by applicable law and incurred in connection with (i) the development, preparation and execution of the Bond, and (ii) in connection with the enforcement or preservation of any rights under any agreement, any amendment, supplement, or modification thereto, and any other loan documents both before and after judgment.
- Legal Counsel:** The Bank would engage Chapman Cutler LLP as the Purchaser's legal counsel. Ryan Bjerke would be acting in the capacity of attorney representing the Purchaser.
- Legal fees are estimated at \$4,500.
- Ryan D. Bjerke
Chapman and Cutler LLP
201 South Main Street, 20th Floor
Salt Lake City, UT 84111-2266
(801) 536-1246
Bjerke@chapman.com
- Information Sharing:** The Issuer would agree that the Purchaser may provide any information or knowledge the Purchaser may have about the Issuer or about any matter relating to the Facility described in this Term Sheet to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of the Bond, or participants or assignees of the Bond or the Facility described in this letter.
- Website Disclosure:** As a best practice to maintain transparency, final bond documentation may be posted by the Issuer on a national public bond market repository provided that certain information be redacted by the Issuer as directed by the Bank. Items that should be redacted include pricing, financial ratio covenants, signatures/names, account numbers, wire transfer and payment instructions and any other data that could be construed as sensitive information.
- Confidentiality:** This Term Sheet is for the Issuer's confidential review and may not be disclosed by it to any other person other than its employees, attorneys, board members and financial advisors (but not other commercial lenders), and then only in connection with the transactions being discussed and on a confidential basis, except where disclosure is required by law, or where the Purchaser consents to the proposed disclosure.

RATE LOCK LETTER AGREEMENT

August 11, 2015

Keith Johnson
Assistant City Manager
Farmington City, UT
kjohnson@farmington.utah.gov

Dear Mr. Johnson,

Defined Terms:

Rate Lock Date: 8/11/2015

Rate Lock Funding Date: 9/9/2015

Rate Lock Breakage Date: Date on which the rate lock is broken on or before the Rate Lock Funding date.

Rate Lock Amount: \$3,500,000

Annual Interest Rate (%): 2.15%

This letter is to confirm that, pursuant to your request, JPMorgan Chase Bank, N.A. (the "Bank") has reserved for the Farmington City, Utah \$3,500,000 in fixed rate funds effective on the Rate Lock Date, in anticipation of the Issuer's financing need on or before Rate Lock Funding Date.

The interest rate for the 9 3/4- year period of the above-described financing will be at an annual rate equal to 2.15%.

In order to lock the interest rate for this transaction, Issuer agrees that if for any reason the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Borrower shall pay a Reinvestment Premium to the Bank within 5 business days of the Bank's written request, as further described below.

- I. A Reinvestment Premium shall be due and payable if (i) exceeds (ii) where (i) equals total scheduled interest payments due on the Rate Lock Amount calculated at the 9 3/4-year Interest Rate Swap rate as reported on the Federal Reserve H.15 report effective on the Rate Lock Date plus 2 basis points, and (ii) equals total scheduled interest payments due on the Rate Lock Amount calculated at the 9 3/4-year Interest Rate Swap rate as reported on the Federal Reserve H.15 report effective on the Rate Lock Breakage Date.

In the event that a 9 3/4-year Interest Rate Swap rate is not available in the Federal Reserve H.15 report on the applicable date of measurement, then such 9 3/4-year Interest Rate Swap rate shall be based upon the linear interpolation between the 7-year Interest Rate Swap rate and the 10-year Interest Rate Swap rate as reported in the Federal Reserve H.15 report. The Bank's determination of the interpolated rate shall be deemed conclusive.

- II. If (ii) above is equal to or greater than (i) above, then no Reinvestment Premium is due.

III. The Reinvestment Premium payable to the Bank shall be equal to the net present value of the difference in scheduled interest payments of (i) above less (ii) above for each scheduled interest period, discounted at the 9 3/4-year Interest Rate Swap rate as reported on the Federal Reserve H.15 report as effective on the Rate Lock Breakage Date

If the Issuer is in agreement with the above, please indicate such acceptance by providing signatures as set forth below, and returning this letter to my attention. The letter will only be effective if a Commitment Letter between the Issuer and the Bank for this financing transaction has been fully executed.

I'm delighted that we could be of assistance to you in this matter and look forward to working with you to complete this transaction.

Yours truly,

JPMORGAN CHASE BANK, N.A.

By: 

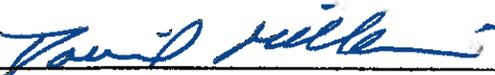
Name: Megan Flannery

Its: Authorized Officer

Agreed to and accepted by:

Farmington City, Utah

Date: Aug. 11, 2015

By: 

Name: DAVE MILLHEIM

Its: CITY MANAGER

By: 

Name: Keith Johnson

Its: Assistant City Manager

CITY COUNCIL AGENDA

For Council Meeting:
September 1, 2015

PUBLIC HEARING: Farmington Fields Plat Amendment

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: August 21, 2015
SUBJECT: **FARMINGTON FIELDS PLAT AMENDMENT**
Applicant: **Phil Holland – Wright Development**

RECOMMENDATION

1. Hold a Public Hearing, and;
2. Move that the City Council approve the plat amendment for the Farmington Fields Subdivision, subject to all applicable Farmington City ordinances and development standards, and the following condition: the applicant shall address all outstanding DRC comments as part of conditional use and site plan approval process for the Mercedes Benz Dealership.

Findings for Approval:

1. The proposed plat amendment conforms to all of the development standards as set forth in the Farmington City Subdivision and Zoning Ordinances.
2. The proposed plat amendment will create a legal, conforming, and buildable lot for the proposed Mercedes Benz Dealership, which is a use the City desires.
3. The plat amendment does not affect or alter Parcel A in the Farmington Fields Subdivision which is desirable because it is a regional storm-water detention facility and possible wetlands; this ensures that the parcel will remain “unbuildable”.

BACKGROUND

Phil Holland is seeking to amend the Farmington Fields Subdivision Plat by adding portions of the DeJong family properties (parcels 080540092 and 080540093) to Lot 1 of Farmington Fields. The new lot created by the proposed plat amendment under consideration, is intended to accommodate the Mercedes Benz Dealership. On August 20th, staff sent out a notice to all property owners within the Farmington Fields Subdivision informing of the application under review and giving them each a 10 day window to object to the plat amendment, as per City ordinance. Because the proposed plat amendment is adding unplatted property into an existing subdivision, rather than creating new lots within the subdivision, plat amendment approval is all that is required for this property, in terms of cleaning up property lines and creating a conforming, legal, and buildable lot for the Mercedes dealership. Many of the issues that have been brought up by the DRC as part of this plat amendment

are being addressed through the conditional use and site plan process for the Mercedes Benz dealership, including: an extension agreement for sidewalk along Park Lane, storm-water issues, flood plain and wetland delineations, etc.

Supplementary Information

1. Vicinity Map
2. Plat Amendment
3. Letter to Property Owner's Within Subdivision

Applicable Ordinances

1. Title 11, Chapter 19 – Commercial Mixed Use Zones
2. Title 12, Chapter 6 – Major Subdivisions
3. Title 12, Chapter 7 – General Requirements For All Subdivisions

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

Farmington City





FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

August 20, 2015

Re: Notice of Plat Amendment for Farmington Fields

Dear Property Owner:

The Farmington City Council has received a petition from Phil Holland of Wright Development requesting approval to amend the Farmington Fields Subdivision by combining Lot 1 with portions of the DeJong family properties (as identified by Parcel ID nos. 080540093 & 080540092) into one lot for the purpose of developing the site for a class "A" auto dealership.

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 be held. If required, the Wright Development petition will be considered by the City Council on **September 1, 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.

Sincerely,

Eric Anderson
Associate City Planner

CITY COUNCIL AGENDA

For Council Meeting
September 1, 2015

PUBLIC HEARING: Eagle Cove Conservation Subdivision – 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

H. JAMES TALBOT
MAYOR

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JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: August 21, 2015

SUBJECT: **EAGLE COVE CONSERVATION SUBDIVISION – SCHEMATIC PLAN**
Applicant: **Bruce Bassett**

RECOMMENDATION

1. Hold a Public Hearing, and;
2. Move that the City Council approve the schematic plan for the Eagle Cove Subdivision, subject to all applicable Farmington City ordinances and development standards, and the following conditions:
 1. The applicant shall revise the preliminary plat showing only 16 lots and a cul-de-sac in place of the two flag lots as originally proposed;
 2. The applicant shall receive approval for 13 TDR lots by City Council concurrent with schematic plan approval, the value of which will be determined at a later date;
 3. The applicant shall remove the 2 flag lots concurrent with schematic plan approval;
 4. The applicant shall address all outstanding DRC comments on preliminary plat;
 5. The applicant shall provide a Sensitive Area Designation plan;
 6. A note shall be placed on the plat addressing future property owners within the subdivision and an expectation that there will be odors associated with adjacent agricultural uses;
 7. A note shall be placed on the plat stating: “the preferred alignment for the West Davis Corridor may affect this property, depending on the final record of decision.”

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 development will aid the City in improving Glover Lane and 1100 West.
3. Because 1 lot has been removed, the densities requested are more consistent with the surrounding neighborhoods.

4. The two proposed flag lots do not meet any of the criteria as outlined in Section 12-7-010 of the Subdivision Ordinance regulating flag lots, and must therefore be removed.

BACKGROUND

Bruce Bassett is seeking to develop his property and his neighbor's property on 1100 West and Glover Lane. The property is currently zoned AA, which is a development restricted zone and intended for very low density. Under a conventional subdivision in the AA zone, the minimum lot size is 10 acres. In the agriculture zones, any land being subdivided that totals more than 5 acres is eligible as a conservation subdivision; this property is slightly over 6 acres, therefore the applicant is seeking for a conservation subdivision.

Staff did not require the applicant to provide a yield plan for this subdivision because the minimum lot size requirement for a yield plan in the AA zone is 5 acres, and given that the subject properties total slightly above 6 acres, the yield plan would only produce 1 lot. However, there are currently three existing parcels that are being subdivided, therefore the yield is 3 lots.

Originally, the applicant requested approval of 17 lots; with the 3 lot yield plan, the proposed subdivision would have required a TDR transaction for 14 lots. Additionally, lots 12 and 16 in the originally proposed schematic plan were flag lots. While the lots meet all of the requirements of a flag lot as determined by Section 12-7-030(10), this is a legislative decision, and must meet one of the four criteria as outlined at the beginning of the flag lot section of the Subdivision Ordinance. Staff feels that the only criteria that the current proposal could possibly meet, is number four, which allows "a property owner reasonable use and benefit of a parcel of land not otherwise developable". At the Planning Commission meeting held on August 20, 2015, the applicant provided an alternative plan that removed the two flag lots and replaced them with a cul-de-sac. The total number of requested lots went from 17 to 16, however, the Planning Commission felt that this solution was preferable, most of all because of the clause in the above criteria number 4; clearly a cul-de-sac rendered the property as being developable, and therefore made the justification for a flag lot moot.

The minimum lot size for a conservation subdivision in the AA zone is 12,000 s.f., the proposed subdivision meets this requirement, and has an average lot size of 14,000 s.f. However, to obtain the requested density of 12,000 s.f. lots, the applicant is required to provide 40% open space. In this case, staff feels the 40% open space could be better served elsewhere in the city, particularly considering that a 10 acre park is being built directly across 1100 West. The applicant is seeking to use a TDR transaction to fulfill the 40% open space requirement, and obtain the requested densities. Part of the Planning Commission's recommendation was to take the total TDR count from 14 in the original proposal to 13 as proposed in the alternative schematic plan.

Another consideration as part of this application is that the applicant will be required to improve his half-width of both Glover Lane and 1100 West that abut his property; Glover Lane is designated as a minor collector and 1100 West as a major collector on the Master Transportation Plan. On Glover Lane, the applicant will be required to install a 5' sidewalk, 7' park strip, 2.5' curb-and-gutter, and extend the asphalt 7.5' to meet the minor collector cross-section requirement for the project's half-width. On 1100 West, the applicant will need to install a 5' sidewalk, 7' park strip, 2.5' curb-and-gutter, and build half of the required asphalt road to 28' to meet the major collector cross-section requirement for the project's half-width, and dedicate an additional 7' of right-of-way.

Supplementary Information

1. Vicinity Map
2. Schematic Subdivision Plan
3. Section 12-7-010 of the Subdivision Ordinance
4. Street Cross-Sections
5. Original Proposal With Two Flag Lots

Applicable Ordinances

1. Title 11, Chapter 7 – Site Development Standards
2. Title 11, Chapter 10 – Agriculture Zones
3. Title 11, Chapter 12 – Conservation Subdivisions
4. Title 12, Chapter 6 – Major Subdivisions
5. Title 12, Chapter 7 – General Requirements For All Subdivisions

Respectfully Submitted



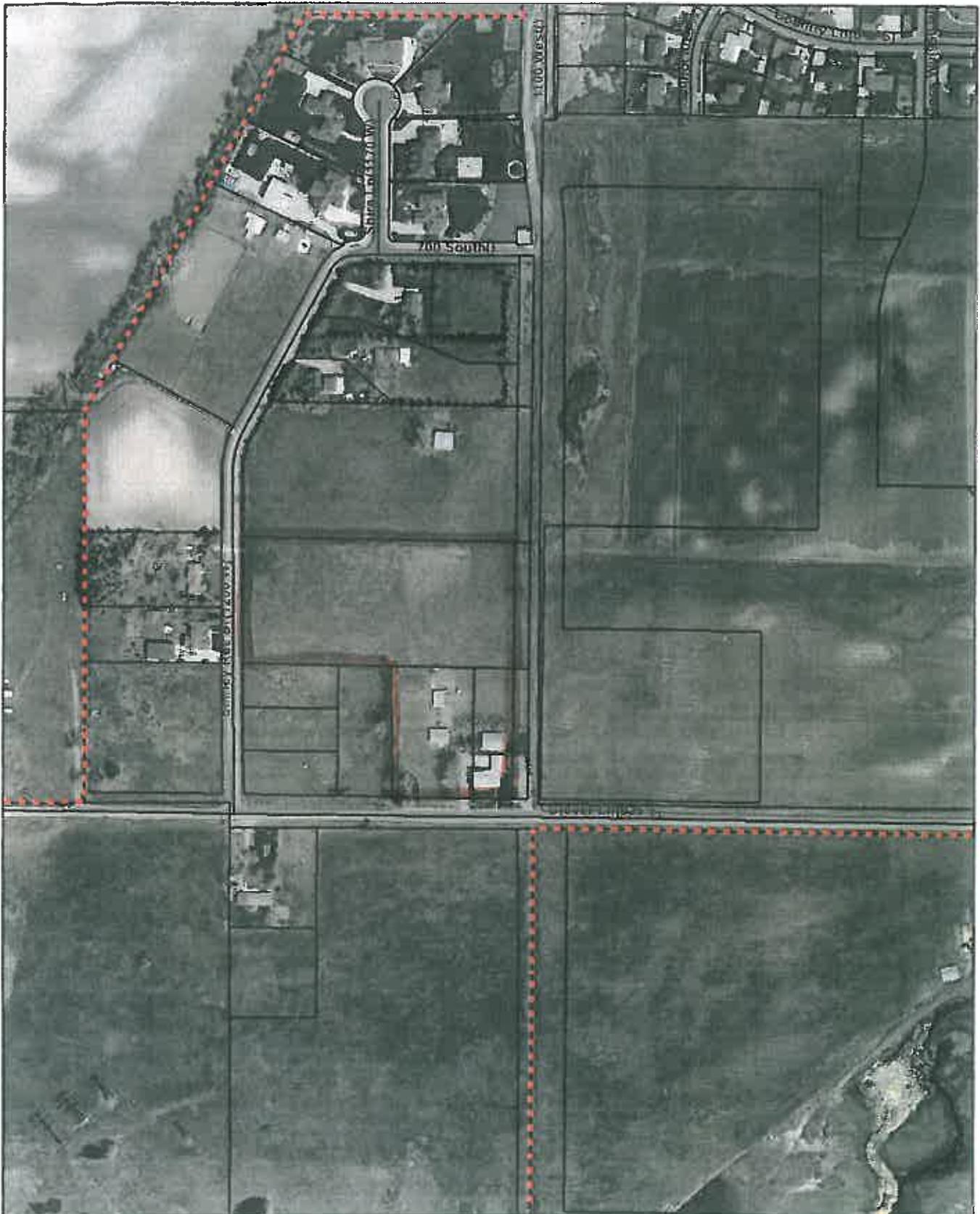
Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

Farmington City





SCHEMATIC PLAN

EAGLE COVE SUBDIVISION
LOCATED IN THE EAST 1/2 OF SECTION 26,
T.3N., R.1W., S.11E. & M
FARMINGTON CITY, DAVIS COUNTY, UTAH.

Property located at: 1133 1/2 S. Glouers Lane
Date: June 20th 2015 Total Acreage 6.92 Acre
Property Owner: Robert & J. Upton
Address: 1133 1/2 S. Glouers Lane Farmington, UT
Email: Robert.Upton@glouers.com Phone: 801-572-1031

ZONING REQUIREMENTS
ZONE: A-1 (13 LOT TRN)
LOT SIZE: 12,000 SQ. FT.
FRONTAGE: 75'

PROJECT TABULATIONS
TOTAL ACREAGE = 6.92 ACRES
TOTAL LOTS = 16
TOTAL DENSITY = 2.35 UNITS/ACRES
AVERAGE LOT SIZE = 0.31 ACRES
AVE. LOT FRONTAGE = 98.24'
DECIDED RIGHT OF WAY = 1.06 ACRES

FEMA PANEL: 47011003E DATE: 6/18/07
ZONE AE
= 2.517 PER
ZONE X
= 0.51 ACRES

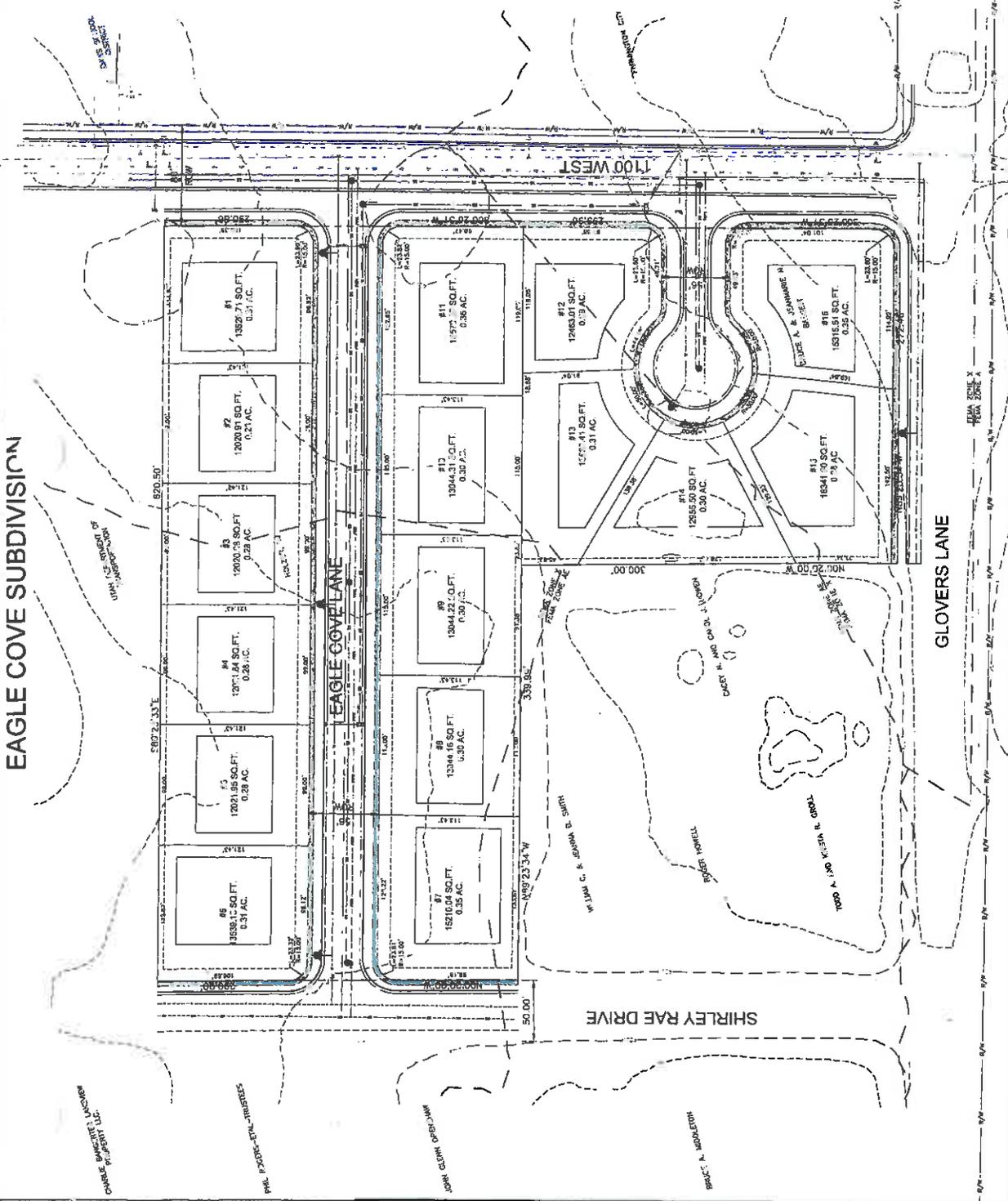
TYPICALLY MINIMUM BUILDING SETBACKS



PROPOSED UTILITIES
6" WATER
12" SEWER
12" GAS
6" ELECTRIC SERVICE LINE



VICINITY MAP



EAGLE COVE SUBDIVISION

GROVERS LANE

SHIRLEY RAE DRIVE

1100 WEST

EAGLE COVE LANE

JOHN CLEAR OPER, INC.
OWNER PROPERTY

PAUL R. JONES - CIVIL ENGINEER

JOHN CLEAR OPER, INC.

BRUCE A. MIDDLETON

WILLIAM C. & JENNIFER D. SMITH

ROBERT HONELL

YOUNG A. & JENNIFER D. SMITH

FEMA PANEL X

example, phase two would be numbered 201, 202, 203, etc.

(9) Except for group dwellings and planned unit developments, as specifically authorized by this Title and the Zoning Ordinance, not more than one dwelling unit shall occupy any one lot.

(10) Flag lots may be approved by the Planning Commission and the City Council and are prohibited except:

1. To reasonably utilize an irregularly shaped parcel;
2. To reasonably utilize land with severe topography;
3. To provide for the protection of significant natural or environmentally sensitive areas; or
4. To allow a property owner reasonable use and benefit of a parcel of land not otherwise developable.

The creation of a flag lot is a subdivision, therefore all applicable subdivision ordinances, standards and regulations apply. Flag lots are for single family residential dwellings only and are prohibited if the proposed flag lot will increase the number of access points onto a major thoroughfare or re-subdivide an existing lot or lots in a recorded subdivision.

The design requirements for a flag lot are as follows:

- a) A flag lot shall be comprised of a stem portion and a flag portion.
- b) The stem portion must be contiguous to a dedicated public street.
- c) All buildings can be placed on the flag portion only.
- d) The front yard shall be determined and approved by the zoning administrator at the time of building permit.
- e) A flag lot must comply with all requirements, standards and ordinances as determined by the underlying zone district in which it is located; this includes setbacks, building height, accessory buildings, minimum lot size, etc.
- f) Minimum lot size calculations exclude the stem and only take the flag

portion of the lot into consideration.

- g) The stem shall be at least 28' wide and no longer than 150' long.
- h) The stem shall service one lot only.
- i) No more than two flag lots shall be allowed in a subdivision.
- j) For back-to-back flag lots, a reduction of each stem to 20' wide is permitted where the stems abut one another.
- k) The access drive shall be at least 20' wide and no greater than a 14% grade. The drive shall be paved with a hard surface such as asphalt or concrete and conform to all applicable Fire Code regulations, including access to fire hydrants, emergency access and turnarounds.
- l) The access drive must have a minimum of 4' wide landscaped yard along both sides where there are no abutting stems, in the case of abutting stems, then the outside edge of the abutting stems must have a 4' landscape strip.
- m) All utilities and related services (including easements) shall be provided to the flag lot in accordance with the applicable regulations and ordinances adopted by the City.

(11) On lots with available access only onto a Major Arterial, Minor Arterial or Major Collector Street, a circular drive or some other type of vehicular maneuvering area shall be provided to enable vehicles to enter traffic moving forward rather than backing. The minimum depth of such lots shall be not less than one hundred ten feet (110').

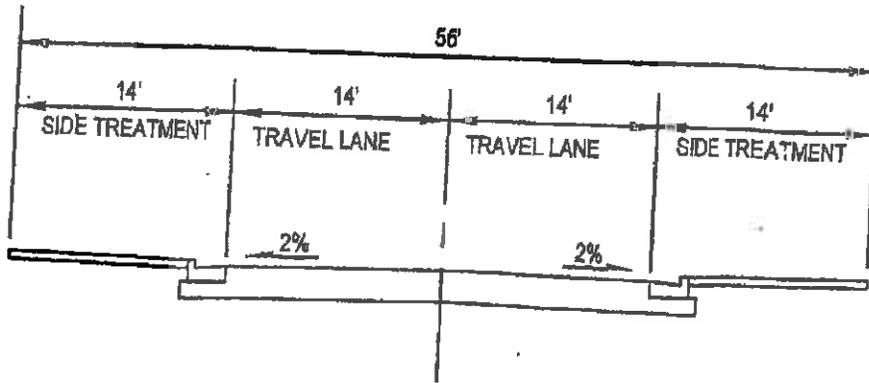
12-7-040 Streets.

(1) All streets shall be designated and constructed with the appropriate street classification requirements specified herein:

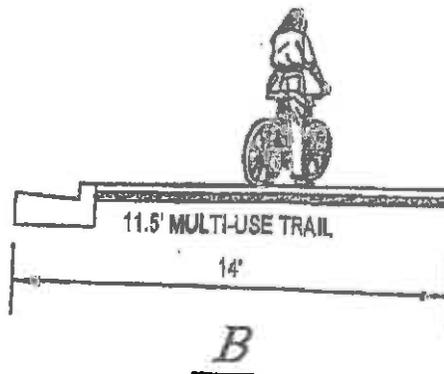
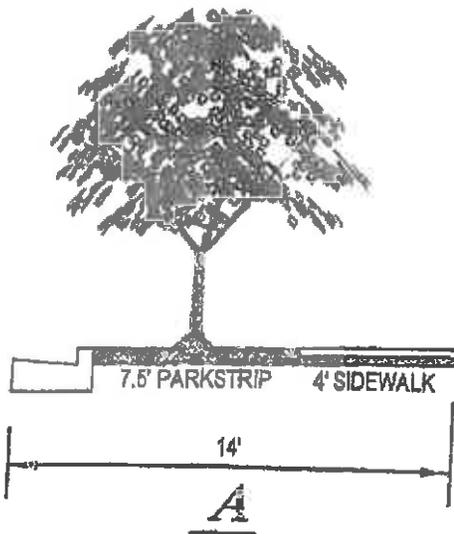
STREET CLASSIFICATION

	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Important Local	Local
R-O-W Width	106 ft.	100 ft.	80 ft.	66 ft.	60 ft.	56 ft.

LOCAL



55-FOOT RIGHT-OF-WAY
2 LANES

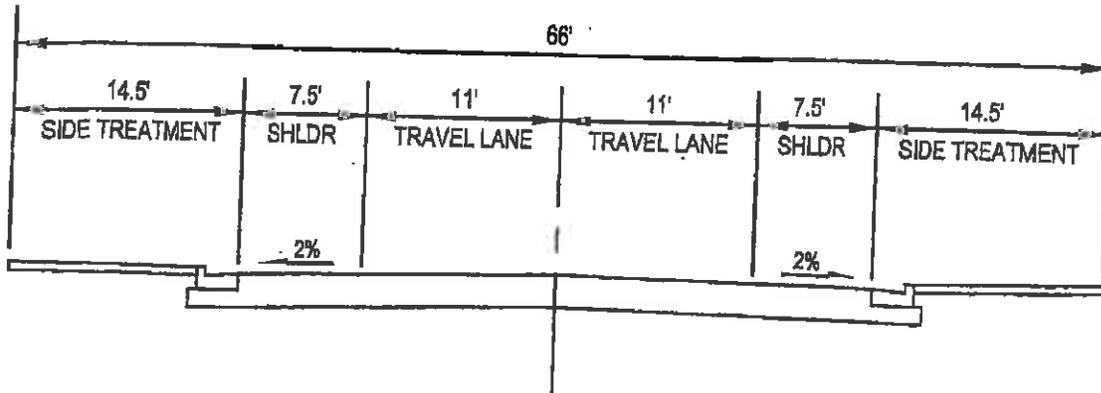


SIDE TREATMENTS

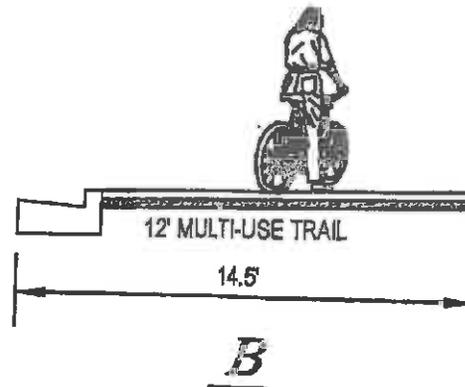
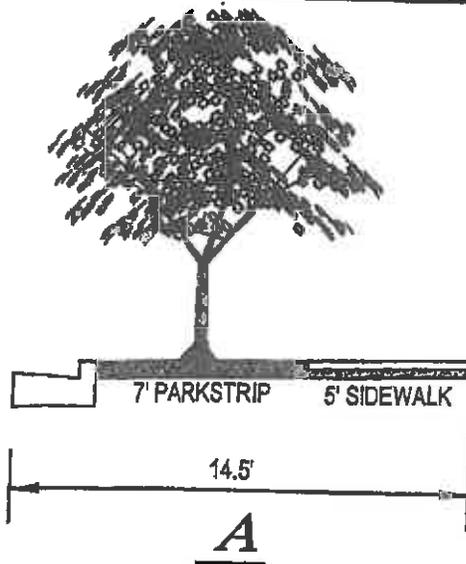
ROAD SECTION

PLAN NO. 260 SP
DRAWING 1 OF 6

MINOR COLLECTOR



66-FOOT RIGHT-OF-WAY 2 LANES

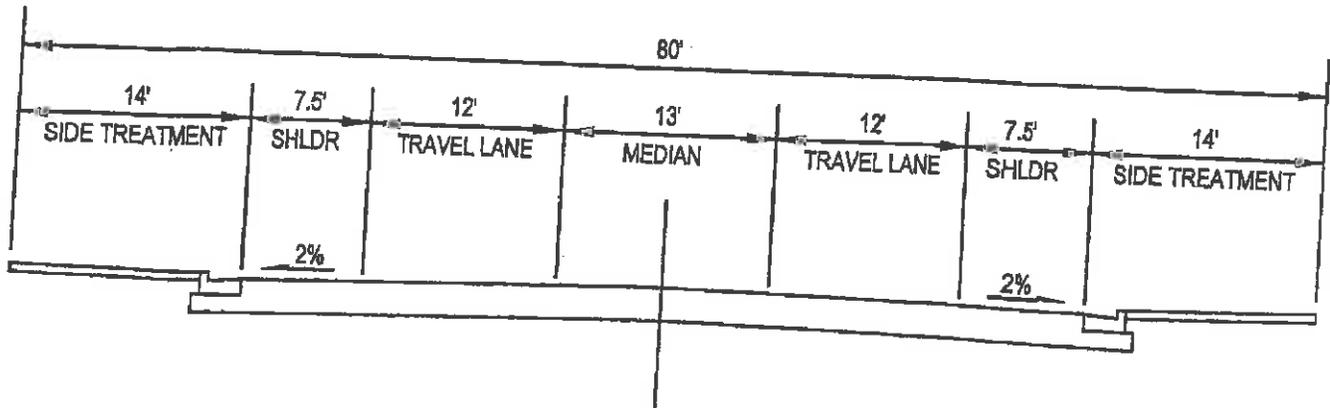


SIDE TREATMENTS

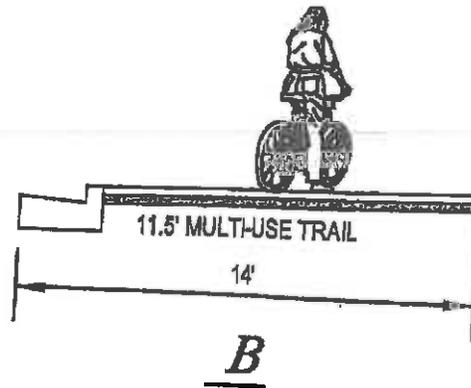
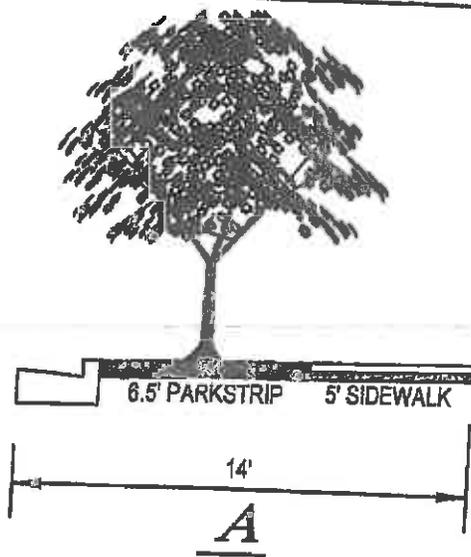
ROAD SECTION

PLAN NO. 260 SP
DRAWING 3 OF 6

MAJOR COLLECTOR



80-FOOT RIGHT-OF-WAY 3 LANES



SIDE TREATMENTS

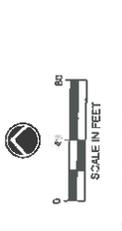
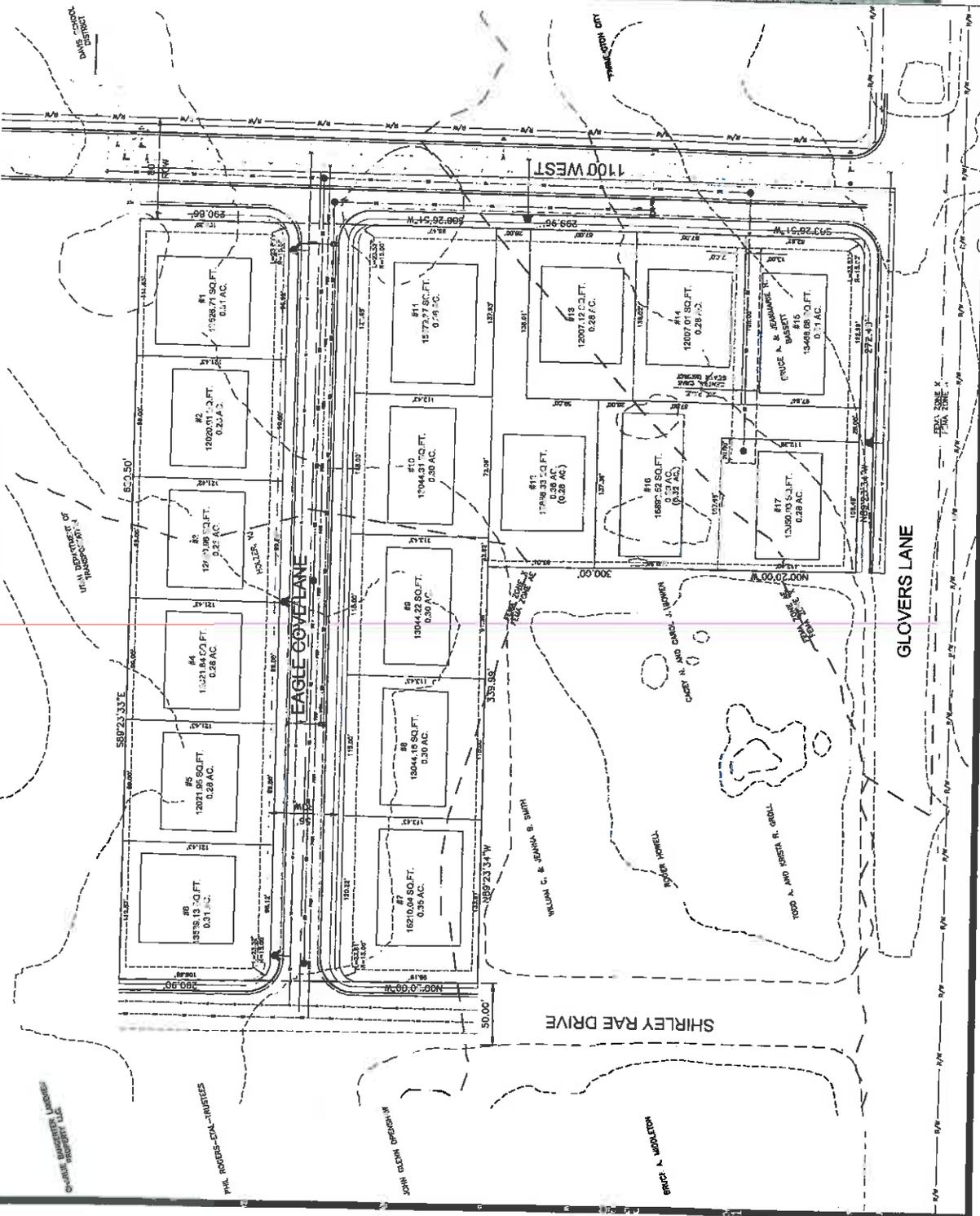
ROAD SECTION

PLAN NO. 260 SP

DRAWING 4 OF 6

Original Proposal

EAGLE COVE SUBDIVISION



SCHEMATIC PLAN

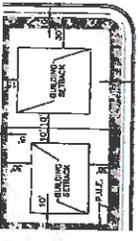
EAGLE COVE SUBDIVISION
 LOCATED IN THE EAST 1/2 OF SECTION 26,
 T.3N., R.15W., 3L.B., S.11,
 FARMINGTON CITY, DAVIS COUNTY, UTAH.

Property located at: 1132 W. Grovers Lane
 Date: June 20th, 2015 Total Acreage: 6.02 AC.
 Property Owner: Bassett & Holder
 Mailing Address: 1132 W. Grovers Lane Farmington, UT.
 Email: bassettbassett@comcast.com Phone: 801-471-40151

ZONING REQUIREMENTS
 ZONE: AA (14 LOT TOR)
 LOT SIZE: 12,000 sq. ft.
 FRONTAGE: 75'

PROJECT FABULATIONS
 TOTAL ZONAGE = 6.02 ACERS
 TOTAL LOTS = 17
 TOTAL DENSITY = 2.91 UNITS/ACERS
 AVERAGE LOT SIZE = 0.31 ACERS
 AVE. LOT FRONTAGE = 100.0'
 DECDED RIGHT OF WAY = 58' Wx 600' L
 = 0.30 ACERS
 SEMA PANEL: 42111 CORNER DATE: 04/07/07
 ZONE AE = 2.51 ACERS
 ZONE X = 3.51 ACERS

TYPICALLY MINIMUM BUILDING SETBACKS



PROPOSED UTILITIES
 W" WATERLINE
 6" SEWER
 12" STORM DRAIN LINE
 6" PUBLIC WATER LINE



CITY COUNCIL AGENDA

For Council Meeting:
September 1, 2015

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from City Council held August 18, 2015
2. Meadow View Conservation Subdivision Phase II Final Plat
3. Street Cross Section Proposal for the Cul-de-sac in Pheasant Hollow Subdivision
4. Resolution in Support of School Bond for Davis County School District

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
August 18, 2015

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WORK SESSION

Present: Council Members Doug Anderson, Brigham Mellor, John Bilton, Cory Ritz and Jim Young, Community Development Director David Petersen, Associate City Planner Eric Anderson, Keith Johnson, Parks and Recreation Director Neil Miller, Pool Manager Sylvia Clark, and Recording Secretary Melanie Monson.

Jim Young served as Mayor pro-tem. Mayor Talbot was excused due to a family illness.

Keith Jonson said he would present the primary election results during the meeting.

Consolidated Fee Schedule:

Neil Miller said infrastructure and storm drains have begun for the gym and that construction is going well. The project for 1100 West/Glovers lane is going well; it will begin on Thursday. He said they are having to patch the surface of the pool on a regular basis. The pool has held up well for 15-16 years, but it is on its last legs. It needs to be re-plastered next year, which will cost between \$300-500k. He said that many factors including pressure, temperature changes, etc. impact the need for patching it. He said it may be worth considering spending the money to dig for a new pool to accommodate more people. He wants to hire the manager for the new gym as of December 1 instead of January 1 so they will be on board prior to the gym opening. **John Bilton** asked about the pool volume this year. **Sylvia** said they have had 22,000 swimmers this season just during open swim, not including private parties. **Neil** said pool rental currently costs \$300, they want to raise it to \$350 per night. He said it is rented out almost every night during the season through Labor Day. **Neil** said they want to raise the Miss Farmington fee by \$5 to cover increasing costs. They also want to raise the deposit for the Theater Arts program to \$75; if the parents volunteer they get it back.

Sylvia Clark said they are proposing to raise the pool admission fee by \$0.50 for next year in order to cover the cost of a new life guard for the slides. She said their data shows that over the last couple of years the majority of their rescues happen at the slides. She also commented that they do not think that raising the pool rental fee will discourage people from renting it, and that the extra money will help cover the cost of life guards. She said they need to raise fees to cover the costs of adult soccer, youth volleyball, and youth basketball. They have a contract form for the recreation classes offered through the City, and they want to be able to set the fee schedules with the instructors themselves so they do not have to come before the Council each month. Many of the sports and class fees have not been adjusted since 2007.

The City will offer recreational baseball to residents using current City fields until the new fields are built after the gym is completed. **Neil Miller** said they think now is a good time to have the City sponsor recreational baseball. **John Bilton** asked if the Council is approving baseball tonight. **Neil Miller** said, no, they can come back and talk about it again. They just wanted to bring the proposed fee schedule. They would like approval of the volleyball and basketball fee increases so they can begin registration. **John Bilton** said that Fable uses the City's fields a lot and will need some advanced warning if the City is starting its own baseball

program. **Jim Young** said the fees look reasonable. **Doug Anderson** also said the fees look reasonable, and with continued City growth the City needs more referees, more lifeguards, etc. He said the kids love the new football jerseys. **Keith Johnson** said Parks and Recreation will have to come back with a formal resolution and that for tonight they just need a thumbs up so they can begin registration for some sports. **Neil Miller** said they will come back in November with a fee schedule for the gym.

Zone Text Amendment for Open Space in PUDS and Other Subdivisions:

Dave Petersen said last October, they redid Chapter 12 of the Zoning Ordinance. In order for the Farmington Creek Estates phase III PUD to deviate from the standard, they had to provide 10% open space. As part of their 10% open space, the City acquired a 20 foot strip of trail property, which would make a trail connection from 500 South to Glovers Lane possible. They City no longer needs that property because UTA acquired the UP tracks and started their Rails to Trails program. In addition, the City acquired land for a pocket park along Country Lane, but a developer purchased 19 acres of nearby land and the City made plans for its regional park nearby. The City entered into a Memorandum of Understanding with Farmington Creek Estates to deed the 20 foot strip of land to the property owners. The HOA agreed to deed a portion of the neighborhood park property to an adjacent owner and the remainder to the City. However, without the proposed amendment, these transactions are a violation of the ordinance. This amendment will help in the long run with the City's PUD ordinance, by amending the statute to allow for a waiver from the 10% open space requirement. It is a legislative act and a new zone is created each time the Council approves a PUD. The amendment includes provisions for three open space alternatives: preservation of an onsite historic structure; a TDR lot; or a waiver. If an applicant is granted a waiver, they will not be eligible for a density bonus. The waiver must be for a single family home on property less than 1 acre. This ordinance will help Jared May in addition to the Farmington Creek Estates development.

Jim Young said he has heard some complaints regarding noise in the neighborhoods around the Farmington Creek pond. **Keith Johnson** said they can have the police increase their patrol of the area.

John Bilton said there was a complaint from a resident in Steed Creek who said the City plowed his cul de sac in the past but not last year. John said they have an HOA. The HOA may not have followed through.

Cory Ritz brought up the parking problems that resulted from the County Fair. They charged \$6 or \$8 for parking, but entrance was free, so people ended up parking along the streets. It was suggested that they charge for entrance but have free parking.

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REGULAR SESSION

Present: Council Members Doug Anderson, Brigham Mellor, John Bilton, Cory Ritz and Jim Young, Community Development Director David Petersen, Associate City Planner Eric Anderson, and Recording Secretary Melanie Monson.

CALL TO ORDER:

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

The invocation was offered by Councilmember **Brigham Mellor** and the Pledge of Allegiance was led by Boy Scout **Alex Brady**.

PUBLIC HEARINGS:

Zone Text Amendment for Open Space in PUDS and other Subdivisions

Dave Petersen said this ordinance deals with Chapter 27 of the City's Zoning Ordinance. Every PUD must provide 10% open space as an incentive to deviate from the planned zone. The proposed amendment provides 3 alternatives to the 10% open space requirement: 1. Historic Preservation- the Council can consider the preservation of a historic home in lieu of the 10%, 2. A transfer of development right (TDR), which may replace all or some of the 10% requirement or 3. A waiver- which if granted will disqualify the developer from obtaining a density bonus.

Jim Young opened the public hearing at 7:08 p.m.

Jim Young closed the public hearing at 7:08 p.m.

Motion:

Cory Ritz made a motion that the City Council approve the enclosed ordinance as recommended by the Planning Commission amending Chapters 27 and 28 of the Zoning Ordinances as set forth therein.

Doug Anderson seconded the motion which was unanimously approved.

Findings for Approval:

1. One of the premises of a PUD, is that sometimes conventional lot size dimensions do not always make sense; hence, for this and other reasons, the ordinance allows

deviations from the standards of the underlying zone, but even for small adjustments the same open space thresholds are required for all PUDs large or small. The proposed text change allows for more flexibility for small developments.

2. Deviations from the standards of the underlying zone may be appropriate for small infill parcels; however the resulting open space required for such is often too small without much utility.
3. Nor does it make sense to establish an HOA for these situations. The proposed waiver offers greater flexibility to the owner of a small property.
4. The waiver is limited to single family detached dwellings on properties one acre or less in size, and only at the sole discretion of the city as a legislative act.
5. From time to time a TDR may make sense for conventional subdivisions. The same is true for PUDs. This additional tool, at the sole discretion of the City as part of the legislative process, provides greater flexibility to the property owner and the City.
6. Boundary adjustments regarding lots within PUDs and open space outside the PUD are not uncommon. The waiver helps to facilitate these situations when they arise.

NEW BUSINESS:

Canvass of Primary Election Results

Keith Johnson said they received the election results from the County this morning. The following candidates will proceed to the General Election:

- Doug Anderson received 1414 votes.
- Cory Ritz received 1082 votes.
- Jim Young received 1023 votes.
- Brett Anderson received 926 votes.
- Katherine Hawkes received 739 votes.
- Desiree Porter received 671 votes.

David Stringfellow was eliminated receiving 656 votes. Holly said 24.8% of the votes came back; the mail in ballot doubled the number of votes received in previous primary elections.

Motion:

John Bilton made a motion that the City Council approve the Farmington Primary Election results and sign the Board of Canvassers letter.

Doug Anderson seconded the motion which was unanimously approved.

Amendment to Consolidated Fee Schedule Relating to Proposed Fees for Baseball/Softball Program

Jim Young suggested that the Council consider 1 and 2 and pull number 3 for further discussion/consideration. **John Bilton** said the fees are not changing significantly and it is not

DRAFT

a money making effort; it is just to sustain and maintain the programs. One of the big changes is to take on baseball and softball, which has previously been run by a Farmington area private business. As the City is developing its new park, it will provide more baseball fields. This has been discussed tonight, but will be considered for approval at a later date. **Cory Ritz** said he does not want to pull item 3 completely because he wants Parks and Rec to continue to explore it.

Motion:

John Bilton made a motion that the City Council follow the recommendation of the Parks and Recreation department:

1. Approve the adjustment of existing fees for suggested Parks & Rec activities and rentals
2. To approve recreation class fees to be determined on an individual basis, by the Parks & Rec Department
3. To approve the exploration of a city sponsored Baseball/Softball program, beginning spring 2016

Cory Ritz seconded the motion which was unanimously approved.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

1. Public Improvements Reimbursement Agreement with Davis School District for Portions of 1100 West
2. Miller Meadows Conservation Subdivision Phase VI Final Plat
3. Farmington Park Conservation Subdivision Phase II Final Plat
4. Ratification of Approval of the Storm Water Bond Log
5. Surplus Property
6. Approval of Minutes from City Council dated August 4, 2015

Motion:

Cory Ritz made a motion to approve the items on the Summary Action List 1-6. **Doug Anderson** seconded the motion which was unanimously approved.

GOVERNING BODY REPORTS:

Acting City Manager – Keith Johnson

- The Executive Summary for the Planning Commission meeting held on August 6, 2015, the Building Activity Report for July, and the Fire Monthly Activity Report for

July are included in the staff report. **Keith Johnson** did not have anything additional to report.

Doug Anderson

- He said he was attacked by a dog while out jogging recently, and he wanted to address the need to have residents keep track of their dogs.

Cory Ritz

- He complimented Chief Smith for his efforts in obtaining the new fire engine.

John Bilton

- He said there was a nice crowd for the christening of the new fire engine. The City has the largest apparatus in the state. He complimented Chief Smith. He said the appreciation BBQ for the volunteers in the City was a beautiful evening. He expressed appreciation for all the volunteers in the City.

Mayor Jim Talbot

- Letter from Resident. Because Mayor Talbot was absent, this item will be discussed at a future point.

Council member **Brigham Mellor** did not have anything to report at this time.

ADJOURNMENT

Motion:

At 7:23 p.m., **John Bilton** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: August 21, 2015

SUBJECT: **MEADOW VIEW CONSERVATION SUBDIVISION PHASE II FINAL PLAT**
Applicant: **Micah Peters – Clearwater Homes**

RECOMMENDATION

Move that the City Council approve the enclosed final plat for Meadow View Phase II Conservation Subdivision, and Public Improvements Reimbursement and open space waiver agreement, subject to all applicable Farmington City codes and development standards and the following conditions:

1. The applicant shall provide in-kind improvements for the open space waiver as set forth in the attached agreement;
2. Any outstanding issues raised by the DRC at final plat shall be resolved prior to recordation;
3. The 20' access road shall also serve as an easement for a trail connecting the subdivision to 1525 West street;
4. The applicant shall receive a vacation of a portion of the 1525 West right-of-way from the City prior to recordation;
5. All improvement drawings, and the grading and drainage plan, must receive final approval from the City Engineer, and other members of the DRC;
6. The location of the trail shall be staked by the developer for review and inspection by city staff and the trails committee prior to recordation of the final plat.

Findings

1. The final plat meets all of the requirements of a conservation subdivision in the AE zone including lot size and width;
2. The densities requested by the applicant reflect those in other surrounding developments or are less;
3. The open space that would be provided by the applicant, while significant (2.7 acres) could be better used elsewhere in the City where it could be consolidated as either a trail or a park.

BACKGROUND

The applicant is seeking to expand the Meadow View Subdivision into Phase II development. In order to do that, the applicant received a zone change from A (Agriculture) to AE (Agriculture Estates) which

allowed for higher density and made it consistent with all of the surrounding neighborhoods, including Meadow View Phase I.

The yield plan shows that 16 lots could be built on the property, the applicant would need to provide 30% open space (or 2.667 acres) to receive a density bonus of 20%, taking the total lot count to 19 (or an extra 3 lots). In addition to this density bonus, the applicant was seeking for an additional 5 lots to be gained through a TDR transaction with the City; however, the City Council did not approve this TDR because they felt that the densities were too high for this area and they wanted to see larger lots. While the TDR transaction was denied, the Council approved a partial waiver of the 30% open space requirement, as the applicant is dedicating a trail easement on the western edge of this phase. Attached to this staff report is a "Public Improvements Reimbursement and Open Space Waiver Agreement" that addresses the open space waiver, and this agreement is being approved as part of this final plat approval. The developer is providing in-kind public trail improvements for the waiver as per the agreement.

The subdivision ordinance does not allow for cul-de-sacs over 1000' for fire access and safety issues, however, the cul-de-sac for this project is approximately 1080'. The applicant has worked with staff, including the Fire Department to arrive at a solution. At schematic plan, the applicant proposed an emergency access road, but did not design it. After receiving input from the Fire Marshall, the applicant designed a 20' access road in a designated location, and has placed it on the final plat. The fire marshal has approved this final design as part of his review.

At the Planning Commission meeting held on August 6, 2015 the commissioners felt like this item had been vetted enough and was very comfortable following staff's recommendations identical to the suggested motion above. The commissioners did not add any conditions nor did they discuss the matter very much.

Supplementary Information

1. Vicinity Map
2. Final Plat
3. Draft - Public Improvements Reimbursement and Open Space Waiver Agreement

Applicable Ordinances

1. Title 12, Chapter 3 – Final Plat
2. Title 11, Chapter 11 – Agriculture Zones
3. Title 11, Chapter 12 – Conservation Subdivision Development Standards

Respectfully Submitted



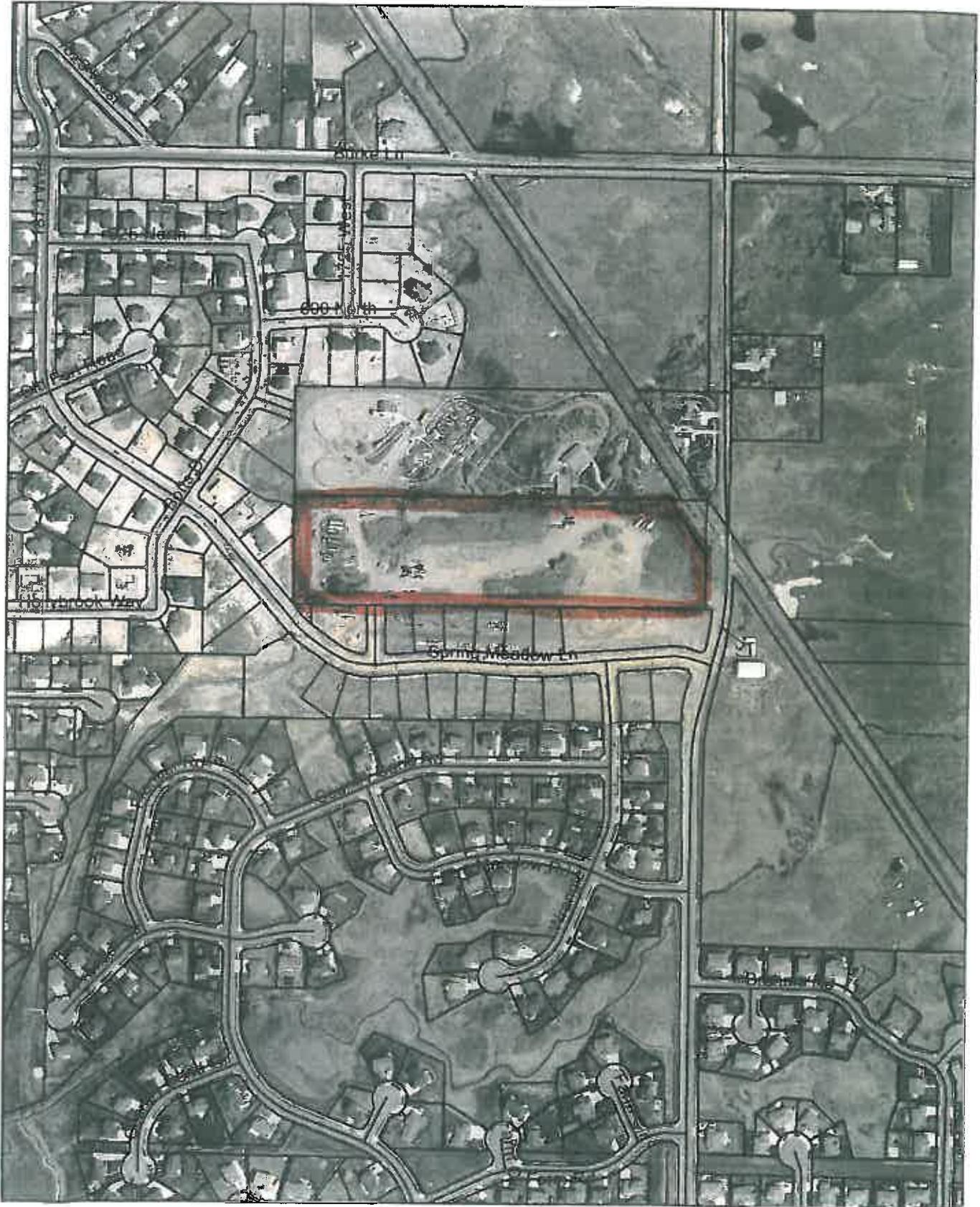
Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

Farmington City



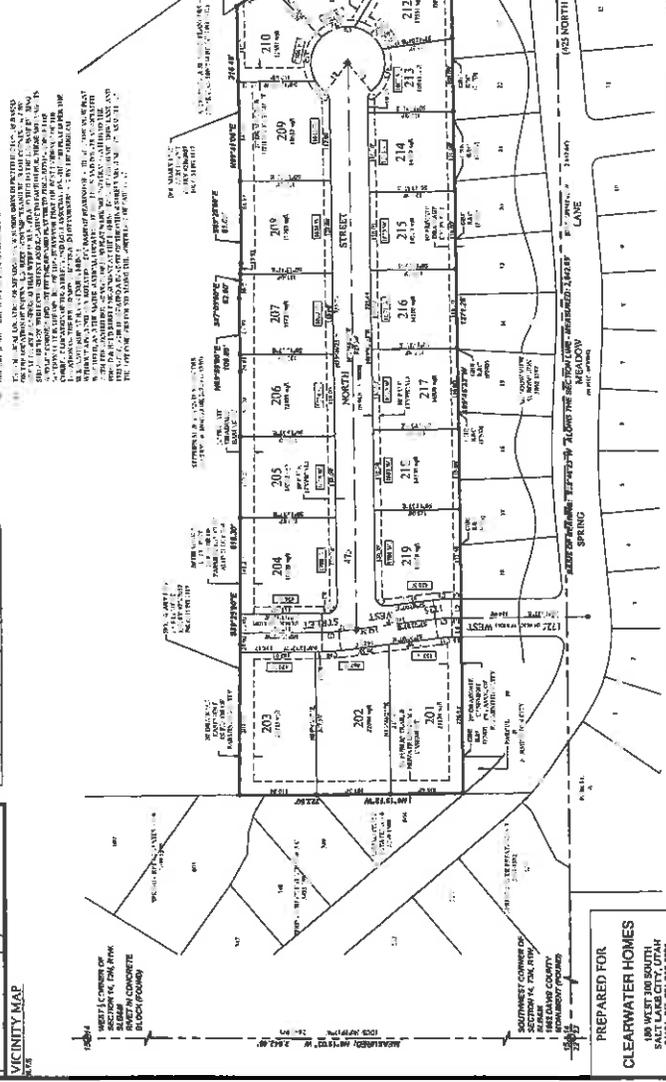
MEADOW VIEW SUBDIVISION PHASE 2

CONSERVATION SUBDIVISION
 FARMINGTON CITY, UTAH
 SECTION 14, T4N, R10E, S10E

GENERAL NOTES:

1. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
2. ALL UTILITIES SHALL BE DEPTHPROTECTED AND PROTECTED BY THE UTILITY OWNERS.
3. ALL UTILITIES SHALL BE DEPTHPROTECTED AND PROTECTED BY THE UTILITY OWNERS.
4. ALL UTILITIES SHALL BE DEPTHPROTECTED AND PROTECTED BY THE UTILITY OWNERS.
5. ALL UTILITIES SHALL BE DEPTHPROTECTED AND PROTECTED BY THE UTILITY OWNERS.
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9. ALL UTILITIES SHALL BE DEPTHPROTECTED AND PROTECTED BY THE UTILITY OWNERS.
10. ALL UTILITIES SHALL BE DEPTHPROTECTED AND PROTECTED BY THE UTILITY OWNERS.

Curve Table	Station	Radius	Chord	Delta	Area
1	1+00.00	100.00	100.00	180.00	15708.00
2	1+00.00	100.00	100.00	180.00	15708.00
3	1+00.00	100.00	100.00	180.00	15708.00
4	1+00.00	100.00	100.00	180.00	15708.00
5	1+00.00	100.00	100.00	180.00	15708.00
6	1+00.00	100.00	100.00	180.00	15708.00
7	1+00.00	100.00	100.00	180.00	15708.00
8	1+00.00	100.00	100.00	180.00	15708.00
9	1+00.00	100.00	100.00	180.00	15708.00
10	1+00.00	100.00	100.00	180.00	15708.00



OWNER'S DEDICATION:
 KNOW ALL MEN BY THESE PRESENTS THAT I, [Name], of the County of [County], State of [State], do hereby dedicate to the public use of the City of Farmington, Utah, the following described property, to-wit:

MEADOW VIEW SUBDIVISION
 PHASE 2

LIMITED LIABILITY ACKNOWLEDGMENT:
 ON THE [Date] DAY OF [Month], 20[Year], I, [Name], of the County of [County], State of [State], do hereby acknowledge that I am the owner of the above described property and that I have executed the foregoing plat for the purpose of dedicating the same to the public use of the City of Farmington, Utah.

FARMINGTON CITY ACKNOWLEDGMENT:
 I, [Name], Mayor of the City of Farmington, Utah, do hereby acknowledge that the above described property has been dedicated to the public use of the City of Farmington, Utah.

PREPARED FOR:
 CLEARWATER HOMES
 1000 W. 1000 S.
 SALT LAKE CITY, UT 84119

ENGINEER:
 HOCUS ENGINEERING AND SURVEYING, LLC
 1000 W. 1000 S.
 SALT LAKE CITY, UT 84119

PLANNING COMMISSION:
 APPROVED THIS [Date] DAY OF [Month], 20[Year].

CITY ATTORNEY:
 APPROVED THIS [Date] DAY OF [Month], 20[Year].

CITY COUNCIL:
 APPROVED THIS [Date] DAY OF [Month], 20[Year].

**PUBLIC IMPROVEMENTS REIMBURSEMENT
AND OPEN SPACE WAIVER AGREEMENT**

THIS AGREEMENT is made and entered into as of the ___ day of September, 2015, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **MEADOW VIEW PHASE 2 FARMINGTON LLC**, a Utah Limited Liability Company, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, the Developer is developing a subdivision within the City at approximately 475 North 1650 West, referred to as the Meadow View Phase II Subdivision, which is more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof; and

WHEREAS, the Developer is required by City ordinance to install certain public improvements within the Subdivision; and

WHEREAS, some portions of those public improvements constitute system improvements as defined by the Utah State Impact Fee Act, *Utah Code Ann.*, § 11-36a-101, *et seq.* and qualify for reimbursement, or credits, through funds collected from impact fees; and

WHEREAS, the Developer desires to be reimbursed for the costs associated with the construction and installation of those certain public improvements which qualify as system improvements; and

WHEREAS, the Developer prepared a yield plan for the Meadow View Phase II Subdivision as set forth in Chapter 12 of the City's Zoning Ordinance resulting in 16 lots and qualified for a 20% bonus, or an additional 3 lots, for a total of 19 lots for the development; but only if the Developer preserves 30% of the unconstrained land for the development as open space or conservation land in perpetuity; and

WHEREAS, Section 11-12-065 of the Zoning Ordinance enables the City, at its sole discretion, to waive the open space requirement in consideration of comparable compensation, off site improvements, amenities or other consideration of comparable size, quality and/or value; and

WHEREAS, and the City finds good cause for such a waiver, and it is not contrary to the public interest or the underlying intent of the Zoning Ordinance; and

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

1. **Developer's Obligation.** Developer hereby agrees to install those system improvement components for storm water for the Meadow View Phase II Subdivision as described in Exhibit "B" attached hereto and by this reference made a part hereof, which improvements are also set forth in the public improvement drawings approved by the City for the Meadow View Subdivision.

2. **Storm Water Reimbursement.** Farmington City hereby agrees to reimburse Developer for the system improvement component of the total actual cost of the storm drain system subject to the terms of this Agreement. A cost estimate of the system improvement portion of the storm water system are set forth in Exhibit B. Regarding the storm water improvements, the City shall provide a credit to Developer against storm water impact fees due and owing by the Developer to the City at the time of recordation of the final plat for the Meadow View Phase II Subdivision, or any plat amendment thereto. Reimbursement from the City to Developer for and any remaining storm water system improvements shall be solely in accordance with the following:

- a. Pursuant to City ordinance and as permitted by law, the City shall assess and collect impact fees on all development activities within the Property and development activities on those lands located throughout the City. The amount of the impact fees shall be determined by the City in its absolute and sole discretion.
- b. Where authorized and permitted by law, the City will assess and collect a storm water impact fee. The fees shall be determined by the City based on a capital facilities plan or an impact fee facilities plan adopted or to be adopted by the City for the applicable service area which includes the Meadow View Phase II Subdivision with an impact fee analysis as required under the Impact Fee Act of Utah. The City will collect the storm water impact fee on lands located in the City within the applicable service areas designated by the City which are served by the system improvements installed in the Meadow View Phase II subdivision. In the event any law or court decision hereafter prohibits, limits, or eliminates impact fees, the City shall not be obligated to assess or collect any impact fees other than those authorized by the then existing law and/or any applicable court decision(s). Subject to the foregoing, the City will reimburse or credit Developer on a quarterly basis for the actual, reasonable costs without markup incurred by the Developer in designing and constructing the system improvements described in Exhibit "B," remitting to Developer one-half of the storm water impact fees which may be collected hereafter by the City on lands located in the City within the service areas designated herein which are served by the system improvements described in Exhibit "B" which are installed and/or constructed by Developer. In the event the City is obligated to make other expenditures for system improvements or reimbursements for impact fees collected, fifty percent (50%) of the impact fees collected, net of direct expenditures, shall be divided by the City among the outstanding system improvement agreements in proportion to the original amounts due. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement to the Developer until the above-referenced impact fees from the Meadow View Phase II Subdivision or lands

located within the applicable service area are actually received by the City. The City shall not be obligated to pay interest to the Developer on amounts reimbursed from or credited against impact fees. Developer hereby agrees to accept those above-referenced impact fees actually collected by the City and/or credited to Developer as provided herein as full and final reimbursement and satisfaction of all sums due to Developer from the City and hereby agrees to hold the City and its officers, employees, agents and representatives harmless for any amounts claimed by Developer for reimbursement in the event the City is unable to collect the aforesaid impact fees. Impact fees reimbursed hereunder to Developer shall be solely for the purposes for which such fees were collected.

- c. No reimbursement or credits shall be due hereunder to Developer until:
 - i. the system improvements described herein for which reimbursement is requested or credits given have been fully completed, inspected and approved by the City; and
 - ii. until the provisions of this Agreement require such reimbursement and/or credits.

3. **Waiver of Open Space.** The City agrees to waive the required 2.667 acres of open space remaining for the Meadow View Phase II Subdivision for on-site and off-site trail and other improvements as further set forth and described on Exhibit "C" attached hereto and by this reference made a part hereof. Developer shall complete such improvements prior to or concurrent with the commencement of the warranty period for the overall public improvements bond for the Subdivision. Developer trail improvements shall be limited to the items detailed on exhibit C. Additional items which may be desired by City such as Trees, Shrubs, or other infrastructure shall be at the sole cost and responsibility of the City.

4. **Full Payment.** The Developer specifically agrees to accept the credit against impact fees as set forth herein as full and final payment under the terms of this Agreement.

5. **Ownership and Maintenance.** Ownership of the system improvements which are subject of this Agreement as well as any other public improvements located in the Meadow View Phase II Subdivision shall be with the City after completion of construction of the same by the Developer and inspection and approval thereof by the City. Subject to any applicable warranty periods, the City will assume responsibility for maintenance, repair or replacement of the system and public improvements once they are completed by the Developer and accepted by the City.

6. **Collection Period.** It is further agreed that the City will collect the impact fees specified herein to the extent permitted by law for a period of ten (10) years from the date of this Agreement, or until such time as Developer's actual costs for the designated system improvements have been paid in full, whichever occurs first ("actual costs" means the costs actually and reasonably expended to construct the system improvements excluding interest). The Developer specifically

agrees to accept the impact fees specified above which are in fact collected and/or credited by the City during this period as full and final payment under this Agreement and hereby waives any rights or claims against the City for reimbursement of any kind or source other than as set forth herein provided the City is not in material breach of this Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement and/or credits to the Developer for lands, easements, trails, system improvements, public improvements and utilities, and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursements and/or credits to Developer from the City.

8. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives agents, members, successors, and assigns.

9. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

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

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

“CITY”

ATTEST:

FARMINGTON CITY

City Recorder

By: _____
Mayor

ATTEST:

“DEVELOPER”

**MEADOW VIEW PHASE 2 FARMINGTON
LLC**
a Utah Limited Liability Company

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2015, personally appeared before me _____ who being by me duly sworn did say that (s)he is the manager of **MEADOW VIEW PHASE 2 FARMINGTON LLC**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT "A"

Legal Description

BOUNDARY DESCRIPTION

A portion of the SW1/4 of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the northeast corner of Lot 24 of MEADOW VIEW Subdivision (as monumented and constructed), according to the Official Plat thereof on file in the Office of the Davis County Recorder located **S89°46'23"W** along the Section line 50.64 feet and North 154.83 feet from the South ¼ Corner of Section 14, T3N, R1W, S.L.B.& M.; thence **S89°46'23"W** along said Plat 1,271.25 feet to the easterly line of SPRING CREEK ESTATES No. 6, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence **N0°19'12"W** along said Plat and also SPRING CREEK ESTATES No. 6 & No. 3-C 323.60 feet to a Boundary Line Agreement recorded as Entry No. 2862057 in the Official Records of Davis County; thence along said Agreement the following 5 (five) courses and distances: **S89°25'00"E** 616.30 feet; thence **N89°59'00"E** 106.80 feet; thence **S87°03'00"E** 52.00 feet; thence **S89°25'00"E** 61.00 feet; thence **N89°41'00"E** 316.49 feet to the west line of that Real Property described in Deed Book 2673 Page 1312 of the Official Records of Davis County; thence **S34°54'50"E** along said deed and extension thereof 232.25 feet; thence **S5°52'00"W** 120.96 feet to the point of beginning.

Contains: 8.991 acres or 391,657 s.f.

EXHIBIT "B"
Storm Drain
System Improvement Components and Costs



P.O. BOX 84
Willard, UT 84340

Exhibit "B"
Pg 1 of 4

Estimate

Date	Estimate #
8/3/2015	609

Name / Address
Clearwater Homes 150 S 300 W Salt Lake City, UT 84101

				Project
Description	Qty	U/M	Cost	Total
Meadow View Phase 2				
Storm Drain				
Combo box	2	EA	3,000.00	6,000.00
Inlet Box	1	EA	1,500.00	1,500.00
48" Storm Drain Manhole	6	EA	2,100.00	12,600.00
4" RCP (includes 358 tons of import trench backfill)	416	LF	54.00	22,464.00
18" RCP (includes 548 tons of import trench backfill)	794	LF	40.22	31,934.68
15" RCP (includes 215 tons of import trench backfill)	311	LF	34.25	10,651.75
18" Concrete flared end with Trash Rack	2		650.00	1,300.00
Remove existing headwall and place 4'/10' box	1		8,500.00	8,500.00
Subtotal				94,950.43
			Total	\$94,950.43

Customer Signature _____

Exhibit "B"
 pr 2 of 4



P.O. BOX 84
 Willard, UT 84340

Estimate

Date	Estimate #
8/4/2015	610

Name / Address
Clearwater Homes 150 S 300 W Salt Lake City, UT 84101

				Project
Description	Qty	U/M	Cost	Total
Meadow View Phase 2 (storm drain required for development only)				
Storm Drain				
Combo box	2	EA	3,000.00	6,000.00
Inlet Box	1	EA	1,500.00	1,500.00
8" Storm Drain Manhole	2	EA	2,100.00	4,200.00
18" RCP (includes 548 tons of import trench backfill)	425	LF	40.22	17,093.50
15" RCP (includes 215 tons of import trench backfill)	311	LF	34.25	10,651.75
18" Concrete flared end with Trash Rack	1		650.00	650.00
Subtotal				40,095.25
			Total	\$40,095.25

Customer Signature _____

Meadow View Phase II Subdivision Storm Water Public Improvement Cost Estimate Summary Table August, 2015	
System Cost Estimate	\$54,855.43
Project Cost Estimate	\$40,095.25
Total Cost Estimate	\$94,950.43

Exhibit "C"
1 of 2



P.O. BOX 84
Willard, UT 84340

Estimate

Date	Estimate #
8/12/2015	614

Name / Address
Clearwater Homes 150 S 300 W Salt Lake City, UT 84101

				Project
Description	Qty	U/M	Cost	Total
Meadow View phase 2				
Fire access road				
Clear and grub	3,720		0.30	1,116.00
Place and compact 6" of Roadbase	3,720	SQFT	1.60	5,952.00
Asphalt 3" thick	3,720	SQFT	2.10	7,812.00
20' drive approach / cut curb back	1		1,400.00	1,400.00
Subtotal				16,280.00
1525 W 101' of curb and sidewalk				
Curb & gutter farmington standard w/ fiber mesh	101	LF	14.00	1,414.00
Sidewalk 4'6" w/ fiber mesh	101	SQFT	17.00	1,717.00
Saw Cut	101	LF	5.00	505.00
Remove and replace 2' of Asphalt 3" thick	202	SQFT	2.50	505.00
Subtotal				4,141.00
Trail prep and asphalt for Farmington trail				
Clear and Grub	11,725		0.30	3,517.50
Place and compact 6" of Roadbase	4,407	SQFT	1.60	7,051.20
Asphalt 3" thick	4,407	SQFT	2.10	9,254.70
Subtotal <i>Handicap ramps</i>				19,823.40
<i>Subtotal</i>				<i>1,400.00</i>
				<i>21,223.40</i>
			Total	37,503.40
				\$40,244.40

Customer Signature _____

Exhibit "C"
2 of 2

MEADOW VIEW SUBDIVISION PHASE 2

A PORTION OF THE 70.107 SECTION 10, T10N, R10W, S14M
FARMINGTON CITY, HANTS COUNTY, VT

PLANNING COMMISSION
APPROVED THIS 15th DAY OF APRIL 2010
BENCHLAND BRIGADIER
SHORTLAND TREATMENT COMPANY

CITY ENGINEER
APPROVED THIS 15th DAY OF APRIL 2010
FRANKLIN, INC.

CITY ATTORNEY
APPROVED THIS 15th DAY OF APRIL 2010
FRANKLIN, INC.

CITY COUNCIL
APPROVED THIS 15th DAY OF APRIL 2010
FRANKLIN, INC.

PREPARED FOR:
CLEARWATER HOMES
180 WEST 300 SOUTH
SALT LAKE CITY, UTAH
84119-1142

FOCUS ENGINEERING, LLC
100 WEST 100 SOUTH
SALT LAKE CITY, UTAH
84119-1142

SUMMARY DESCRIPTION
This subdivision is a portion of the 70.107 section 10, T10N, R10W, S14M, Farmington City, Hants County, Vermont. The subdivision consists of 17 lots, each approximately 0.25 acres in size. The lots are bounded by the 10th Street to the north, the 10th Street to the south, and the 10th Street to the east. The subdivision is located in the northwestern part of the city of Farmington, Vermont.

BOUNDARY DESCRIPTION
The subdivision is bounded by the 10th Street to the north, the 10th Street to the south, and the 10th Street to the east. The subdivision is located in the northwestern part of the city of Farmington, Vermont.

OWNER'S DECLARATION
I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is the same as that shown on the attached plan, and that the same is being offered for sale to the public in accordance with the provisions of the Act.

MEADOW VIEW SUBDIVISION
PHASE 2

LIMITED LIABILITY ACKNOWLEDGMENT
I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is the same as that shown on the attached plan, and that the same is being offered for sale to the public in accordance with the provisions of the Act.

FARMINGTON CITY ACKNOWLEDGMENT
I, the undersigned, being the Mayor of the City of Farmington, Vermont, do hereby certify that the above described property is the same as that shown on the attached plan, and that the same is being offered for sale to the public in accordance with the provisions of the Act.

RECORDED
STATE OF VERMONT, COUNTY OF FARMINGTON
DATE: APRIL 15, 2010
PAGE: 1 OF 1

Quality Vinyl Fence & Gates, LLC

5526 West 13400 South #355

Terriman, Utah 84096

Estimate

Date	Estimate #
8/11/2015	2975

Name / Address
Clear Water Homes Meadow View Phase II

Description	L.F	Rate	Total
Kroy 68 White L.F. Kroy 1-1/2 X 5-1/2 X 72" White Rail Kroy 3/4 X 11.25 X 60 T&G White Caps Kroy 5 x 5 x 8 Post White Kroy Post White Fence Labor	902 2 902	11.99 25.00 6.50	10,814.98T 50.00T 5,863.00
		Subtotal	\$16,727.98
		Sales Tax (0.0%)	\$0.00
		Total	\$16,727.98

Phone #
801-815-5585



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: September 1, 2015

SUBJECT: **STREET-CROSS SECTION PROPOSAL FOR THE CUL-DE-SAC
IN PHEASANT HOLLOW SUBDIVISION**

RECOMMENDATION

As per Section 12-8-100 of the Subdivision Ordinance, move that the City Council adopt the recommendation of the Planning Commission and approve a modified cross section for the cul-de-sac in the Pheasant Hollow Subdivision pursuant to the attached drawings and the following:

1. The sidewalk, which is located at the back of curb, shall be six feet in width.
2. Said sidewalk shall terminate at its westerly end at the turn-around part of the cul-de-sac as shown on the schematic plan.
3. The right-of-way is limited to the area from the back of curb to the back of curb. Regarding the sidewalk, each respective lot owner shall own the underlying fee title. Nevertheless, a public pedestrian access easement, in a form acceptable to the City shall be recorded over and across the sidewalk concurrent with the recordation of the final plat

Findings:

1. The developer received schematic plan approval for a concept different than what was originally approved. It is proposed that the developer will donate Lots 12 and 15 on the current schematic plan to accommodate his construction of a public park. As such, the lots are slightly narrower at the street frontage, but comparable in size to the previous schematic. The allowance for providing sidewalk at back of curb, with only a public easement, will increase flexibility for the developer as he provides the City with a park.
2. The sidewalk will provide a safe place for pedestrians to walk in the cul-de-sac.

3. A sidewalk is not proposed for the turn-around portion of the cul-de-sac. This will enable Public Works an area to stack snow. Moreover, it is proposed that a pedestrian way will meander through the park directly connecting the turn-around area to 700 South Street providing a safe secondary route to the pedestrian.
4. Public Works supports the location and width of the sidewalk.

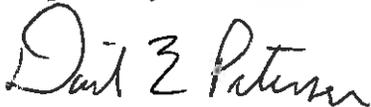
BACKGROUND

Some sidewalk issues were discussed during review of the Pheasant Hollow Schematic Plan, and the Planning Commission provided a recommendation. Notwithstanding this, the City Council is the body authorized by ordinance to modify street cross sections. It is proposed that the Council approve the motion set forth above as the developer prepares documents for consideration of the preliminary plat.

Supplementary Information

1. Vicinity/Aerial Map.
2. Original Pheasant Hollow Schematic Plan.
3. Current Pheasant Hollow Schematic Plan.
4. Section 12-8-100 of the Subdivision Ordinance.

Respectively Submitted



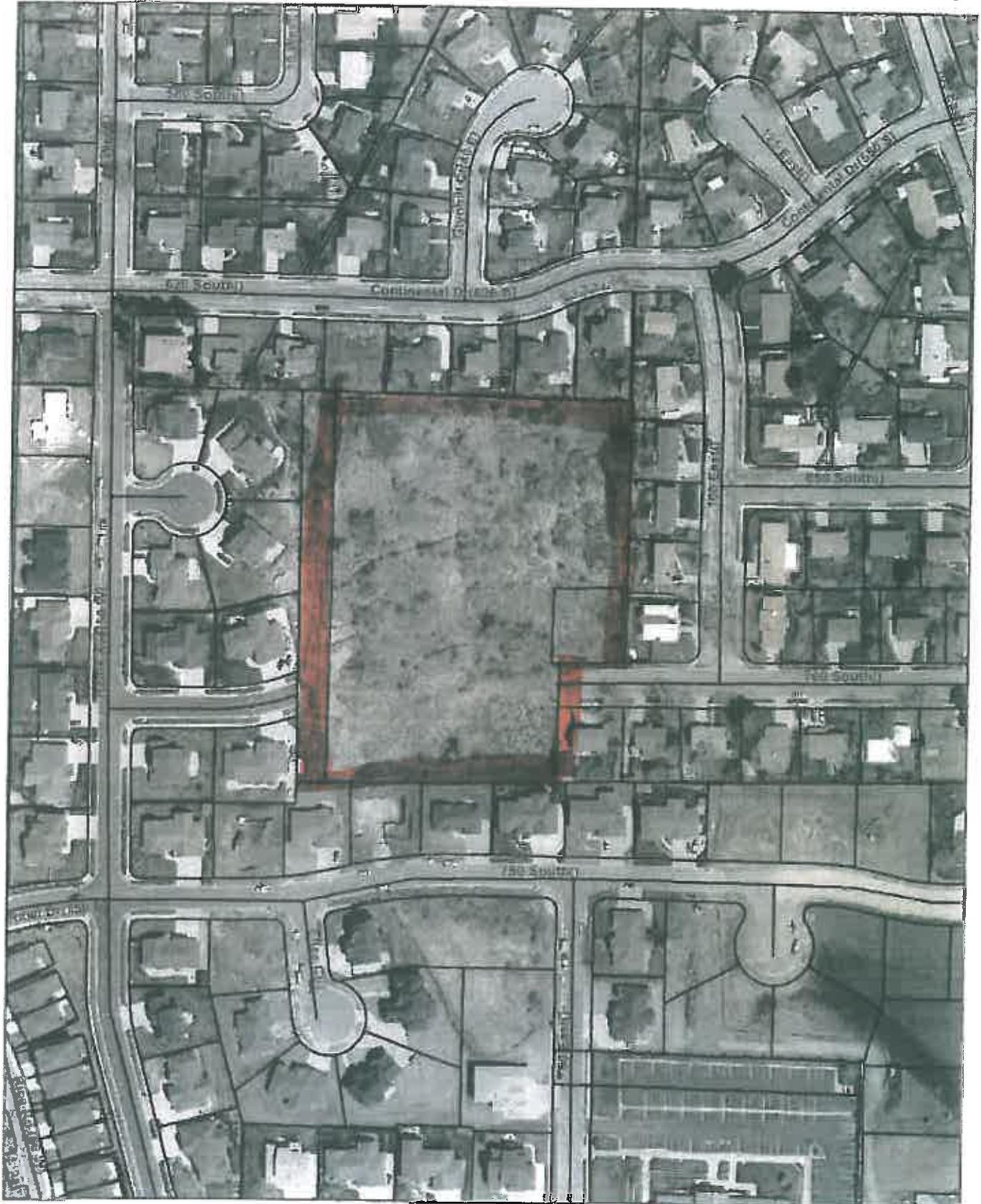
David Petersen
Community Development Director

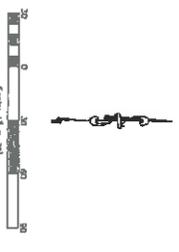
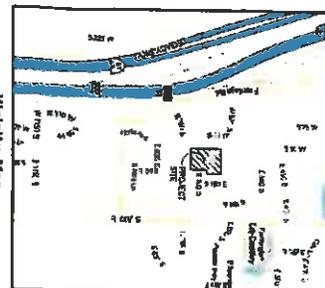
Review and Concur



Dave Millheim
City Manager

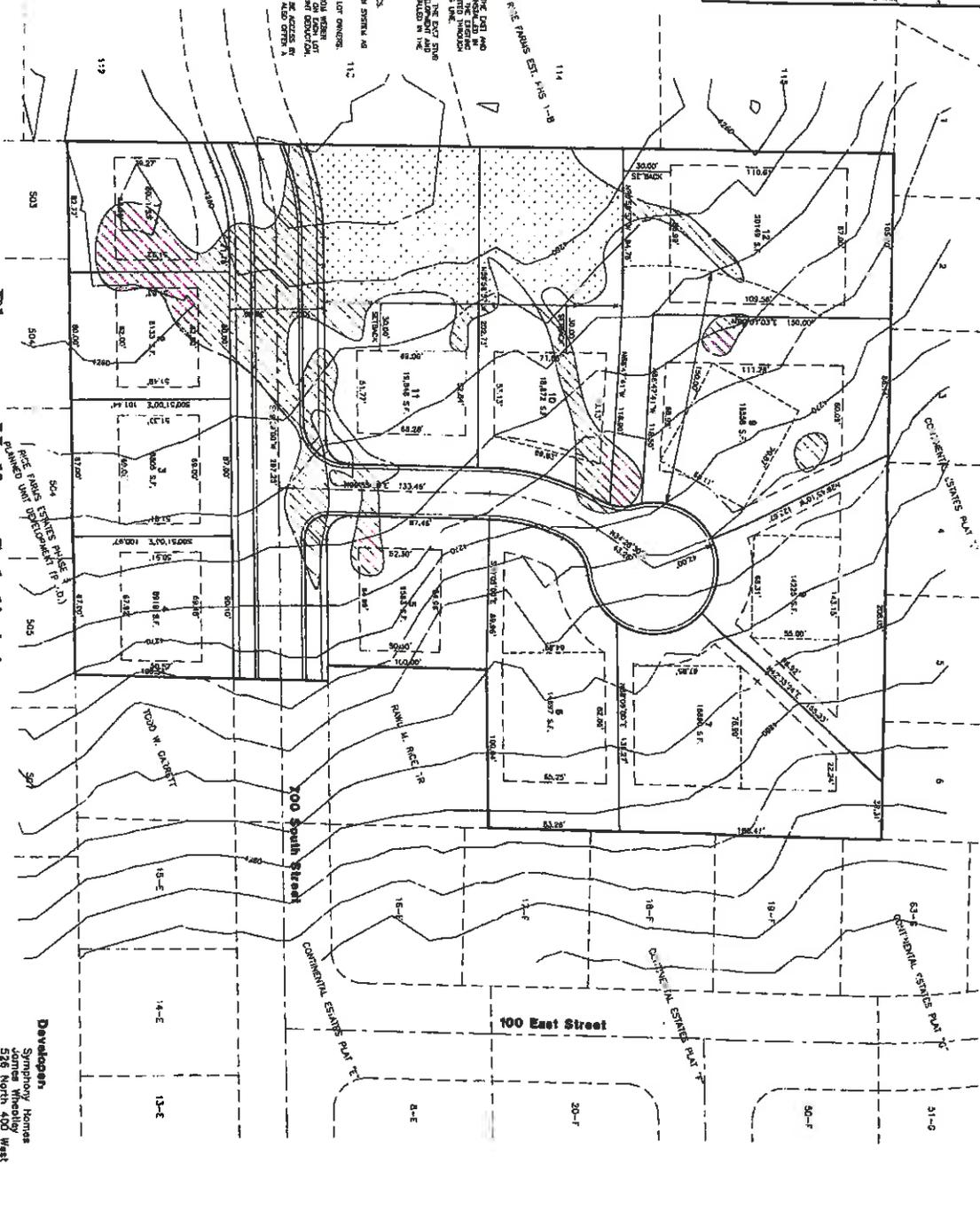
Farmington City





- NOTES:**
1. THE PROPERTY AND SURROUNDING AREAS OF THE SITE SHOWN ON THE PLAN AND HEREIN IS TO BE OPEN, UNIMPROVED AND UNDEVELOPED LANDS THAT ARE NOT SUBJECT TO ANY OTHER RIGHTS OR INTERESTS. THE PROPERTY WILL BE REDEVELOPED THROUGH THE CONSTRUCTION OF A SUBDIVISION AND THE OPEN AND UNDEVELOPED LANDS WILL BE REDEVELOPED THROUGH THE CONSTRUCTION OF A SUBDIVISION.
 2. THERE IS A 100' WIDE EASEMENT STRIPPED FROM THE EAST SIDE OF THE PROPERTY TO BE USED AS A DRIVEWAY AND TO BE USED AS A DRIVEWAY TO THE SOUTH SIDE OF THE PROPERTY AND TO BE USED AS A DRIVEWAY TO THE SOUTH SIDE OF THE PROPERTY.
 3. THERE IS A 100' WIDE EASEMENT STRIPPED FROM THE EAST SIDE OF THE PROPERTY TO BE USED AS A DRIVEWAY AND TO BE USED AS A DRIVEWAY TO THE SOUTH SIDE OF THE PROPERTY AND TO BE USED AS A DRIVEWAY TO THE SOUTH SIDE OF THE PROPERTY.
 4. THE PROPERTY'S CONVEYANCE IS AND CONTAINS 4.5 ACRES.
 5. THE PROPERTY IS TO BE DEVELOPED AND USED AS A RESIDENTIAL DEVELOPMENT.
 6. THE PROPERTY WILL BE DEVELOPED AND USED AS A RESIDENTIAL DEVELOPMENT.
 7. THE PROPERTY WILL BE DEVELOPED AND USED AS A RESIDENTIAL DEVELOPMENT.
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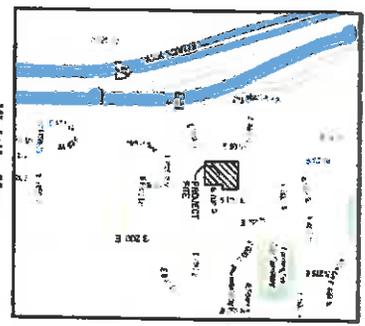
Pheasant Hollow Subdivision

Farmington City, Davis County, Utah

Developers:
Symphony Homes
Corner Broadway West
No. Salt Lake City, UT 84054
(801) 288-8555

Revised: Feb. 11, 2014

<p>1</p> <p>1</p>	<p>Revised:</p> <p>DATE DESCRIPTION</p>	<p>Reeve & Associates, Inc.</p> <p>200 SOUTH STATE STREET, SUITE 200, SALT LAKE CITY, UT 84111 PHONE: (801) 466-1111 FAX: (801) 466-1112 WWW.REEVEANDASSOCIATES.COM</p>
	<p>Project Name:</p> <p>Owner:</p> <p>City:</p> <p>County:</p> <p>State:</p> <p>Parcel No.:</p> <p>Map No.:</p> <p>Scale:</p> <p>Author:</p> <p>Check:</p> <p>Date:</p>	
<p>Pheasant Hollow Subdivision</p> <p>PART OF THE NW 1/4 OF SECTION 30, T.3N, R.1E, PL. 6 & M U.S. SURVEY</p> <p>FARMINGTON CITY, DAVIS COUNTY, UTAH</p> <p>Schematic Plan</p>		



Notes:

1. DRAWING AND SEPARATE IS AVAILABLE AT THE SUB, AND TO THE EAST AND WEST OF THE PROJECT AND CONSTRUCTION LINES WILL BE INDICATED IN THE DEVELOPMENT AND CONSTRUCTION LINES WITH THE INDICATED IN THE SEWER LINE THAT RISES ABOVE THE PROPERTY WILL BE RE-ROUTED THROUGH THE PROPERTY ON THE SOUTH AND THE SIDE INTO THE EXISTING LINE.
2. THERE IS AN EXISTING SEWER LINE SITUATED FROM THE EAST SIDE OF THE 700 SOUTH STREET CURB AND CENTER WILL BE RE-ROUTED IN THE DEVELOPMENT AND THE INTO EXISTING CITY STREET.
3. THERE IS NO FLOOD HAZARD AFFECTING THE DEVELOPMENT.
4. THE PROPERTY IS CURRENTLY ZONED R-1 AND CONTAINS 4.58 ACRES.
5. WETLANDS ARE CURRENTLY OWNED AND MAINTAINED BY INDIVIDUAL LOT OWNER.
6. WATER RIGHTS FOR THE PROPERTY WILL BE RE-ROUTED FROM THE 700 SOUTH STREET CURB AND CENTER TO THE EAST SIDE OF THE 700 SOUTH STREET CURB AND CENTER WILL BE RE-ROUTED THROUGH THE PROPERTY UNDER A STAKE, NO 2000 S.F. BUILDING FOOTPRINT DEDICATION.
7. THE RISE OF THE PROPERTY WILL BE RE-ROUTED FROM THE EAST SIDE OF THE 700 SOUTH STREET CURB AND CENTER WILL BE RE-ROUTED IN THE DEVELOPMENT AND THE INTO EXISTING CITY STREET.
8. LOTS 11 AND 12 WILL BE RE-ROUTED AND THEN COMBINED TO THE CITY CURB RECONSTRUCTION OF THE PLAT.
9. DEVELOPER WILL PAY ALL FEES AND BE PRIMARILY RESPONSIBLE FOR THE COSTS ON COMPLETION OF A PROJECT PARK TO BE BUILT ON THE DOWNED LOTS.
10. AREA LABELED "DESIGNATED WETLANDS" TO BE DONATED TO THE CITY IN CONNECTION WITH THE PROJECT PARK AREA AND TO BE MAINTAINED BY THE CITY.
11. A 5' SIDEWALK WILL BE RE-ROUTED ALONG THE CURB IN THE ON THE PRIVATE ROAD AND THE TOWN-CURB.

WETLANDS CALCULATION
 AREA: 20.1 ACRES
 DATE: 11/29/2015

WETLANDS
 WETLANDS: 2.31 ACRES
 TOTAL WETLANDS: 2.31 ACRES
 WETLAND PRESERVE: 0.41 ACRES
 BUILDING SETBACKS: 1.5' FROM THE 4'-0" OF CURB
 FROM THE 10' LESS THAN 15' (15' STREET 30'00)
 WETLAND 30'

Legend

- WETLANDS WETLAND AREA
- DESIGNATED WETLAND 1/2"
- WETLAND PROTECTION FENCE

CONTOUR ARE SPACING WITH A FOOT INTERVAL

Notes:

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 4155 S. WASHINGTON BLVD. EXCLUDING BULK, PILE, COYAL, TOWN MARK, AND SHALL NOT BE REPRODUCED, RE-COPYED, OR USED IN ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY IDENTIFIED HEREON WITHOUT THE WRITTEN CONSENT OF REEVE & ASSOCIATES, INC. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL BE REPRODUCED OR USED IN ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY IDENTIFIED HEREON WITHOUT THE WRITTEN CONSENT OF REEVE & ASSOCIATES, INC.

Revised: March 12, 2015

Developer:
 Symphony Homes
 526 North 400 West
 No. Salt Lake City, UT 84054
 (801) 298-8555

City:
 Farmington City, Davis County, Utah

Project:
 Pheasant Hollow Subdivision

Section:
 Schematic Plan One

Scale:
 1" = 20'

Sheet:
 1 of 1

Revisions:

DATE	DESCRIPTION

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(1) A payback agreement entered into between Farmington City and the developer who installs the improvements or facilities for water, storm sewer or roads is authorized, where the improvements installed are intended to extend, expand or improve the City's water system, storm sewers or roads beyond the improvements required to service or benefit the subdivision or development proposed by the developer. Such payback agreements shall be for project improvements and not system improvements as defined in the Utah Impact Fees Act. The payback agreement is not mandatory, but may be used at the option of the City Manager, upon approval of the payback agreement by the City Council. The amount of the payback to the developer shall be determined by the City Council after receiving a recommendation from the City Engineer after considering the improvements or facilities required or benefitting developer's development, and those facilities or improvements that are specifically oversized to provide for future development of adjacent projects.

(2) The City shall, in all cases, be immune and not liable for any payments to the developer if the payback agreement is determined to be unenforceable. The payback agreement shall not confer a benefit upon any third party and shall be in a form approved by the City Council. The responsibility for payment of the required improvements or facilities shall rest entirely with the developer. The City shall not be responsible for collection of amounts from third parties.

12-8-100 Administrative Review for Public Street Standards Not Listed

(1) The City Council, after receiving a recommendation from the Planning Commission, may review and approve street standards not listed in the Farmington City Development Standards but shall consider only modifications and alternatives to Standard Street Intersections, Typical Cul-de-sac, and Standard Roadway Sections. The Planning Commission shall not consider changes to remaining standards including, but not limited to, Submittals, Quality Control, Site Preparation, Grading, Excavating, Backfilling and Compaction, Base Course, Asphalt/ Concrete, Curbs, Gutters, Drive Aprons, and Walks, Slurry Sealing, Restoration of Existing Improvements, Storm Drainage Systems, Boundary Markers and Survey Monuments, Geo-textiles, and Concrete Reinforcement. Notwithstanding the foregoing, amendments to the Farmington City Development Standards may be approved from time to time by resolution of the City Council.

(2) An application requesting a street standard not listed shall be filed with the City Planner. The application shall include a detailed description of the proposed standard and other such information as may be required.

(3) The City Planner, City Engineer, City Public Works Director, and any other City official as required, shall conduct such investigations as are deemed necessary to compare the proposed standard with sound customary engineering and planning practices. Thereafter a recommendation shall be provided to the Planning Commission.

(4) The final determination by the City Council and all information pertaining to it shall be assigned a file number classifying it as an administrative determination and shall become a permanent public record in the office of the Community Development Department.

Title 6 (now Title 12) Amended, 6-06-91, Ord. 91-21
6-8-101 (now covered under 12-8-010) Amended, 4-21-93, Ord. 93-18
6-8-102 (now 12-8-020(1)) Amended, 2-15-95, Ord. 95-05
Title 12 Amended and Recodified, 6-19-96, Ord. 96-24
12-8-090 Enacted, 5-17-00, Ord. 2000-21
12-8-100 Enacted, 10-04-00, Ord. 2000-39



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: August 27, 2015

SUBJECT: **RESOLUTION IN SUPPORT OF DAVIS SCHOOL DISTRICT BOND**

RECOMMENDATION

By minute motion, approve the attached resolution in support of the upcoming bond election for the Davis School District to include a new high school in Farmington.

BACKGROUND

Years ago the Davis District bought property where the current bus storage / park sits for a future Farmington High School. Student growth had now created the need to build this high school or to significantly increase the sizes of both Viewmont and Davis High with additional construction and temporary trailer classrooms. In November, the District is seeking voter approval of a large bond to fund this high school plus other schools and improvements in the District. District officials came before the Council and gave a detailed presentation on the proposed uses of the bond funds. The District also asked the Council if they could publically support the passage of this bond. The Council directed staff to prepare a resolution of support from the City. The City strongly supports completion of the High School in Farmington as a quality of life issue which further addresses the gathering place nature of our community.

The School District has allowed for the temporary, but multiple year, use of the Bus Park property for City recreation programs. These programs will have to be moved other locations once the High School begins construction. The City is very grateful for the use of this property the last several years as a cost efficient means to serve our residents.

Respectfully Submitted

Dave Millheim
City Manager

RESOLUTION NO. ____

A RESOLUTION PROVIDING SUPPORT FOR A SPECIAL BOND ELECTION TO BE HELD ON NOVEMBER 3, 2015, FOR THE ISSUANCE OF \$298,000,000 GENERAL OBLIGATION BONDS TO FINANCE THE COSTS OF CONSTRUCTING AND FURNISHING PUBLIC SCHOOLS, ACQUIRING LAND, AND OTHER SCHOOL RELATED PROJECTS (THE "PROJECT").

WHEREAS, the Davis School District (the "District") needs to construct public schools, acquire land, and other school related capital projects (the "Project") and does not have on hand money to pay for all of the costs of the Project and has determined to defray the cost thereof through the issuance of up to \$298,000,000 of its General Obligation Bonds (the "Bonds"); and

WHEREAS, the District desires to submit a proposition concerning the issuance of the Bonds to the vote of the qualified electors of the District pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and applicable provisions of the Utah Election Code, Title 20A, Utah Code Annotated 1953, as amended (collectively, the "Act"); and

WHEREAS, the Mayor and City Council (the "Council") of Farmington City, Utah (the "City") desires to show support to (i) the Board of Education of the Davis School District (the "Board") in its endeavor to provide a quality educational environment for the students of the District, and (ii) the bond initiative asking voters to authorize up to \$298,000,000 General Obligation bonds for the Project; and

WHEREAS, since one of the major parts of this Bond is to construct a new High School in Farmington which will be used for the benefit of generations to come further improving the quality of life in Farmington.

NOW, THEREFORE, It Is Hereby Resolved by the City Council of Farmington City as follows:

1. Support. The Mayor and Council supports the \$298,000,000 bond initiative proposed by the Board and for the sake of the students within the District sincerely hopes that such initiative passes.

PASSED AND APPROVED this September ____, 2015.

H. JAMES TALBOT, Mayor

Attest:

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting
September 1, 2015

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held August 20, 2015

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: August 21, 2015
SUBJECT: EXECUTIVE SUMMARY - PLANNING COMMISSION HELD AUGUST 20, 2015

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on August 20, 2015 [note: five commissioners attended the meeting—Chair Rebecca Wayment, Brett Anderson, Dan Rogers, Kent Hinckley, and Brett Gallacher, excused commissioners were Alex Leeman and Heather Barnum.

1. Bruce Bassett – Applicant is requesting a recommendation for schematic plan approval for the Eagle Cove Conservation Subdivision consisting of 17 lots on 6.02 acres located at approximately 1100 West and Glover Lane in an AA (Agriculture Very Low Density) zone. (S-28-15)

There was a lot of discussion on whether flag lots were justified. In the end, the applicant provided an alternative schematic plan with a cul-de-sac instead of the two flag lots. The applicant would lose one lot from his original proposal, however, the Planning Commission felt that this alternative was a better compromise. There was also discussion on the preferred alignment of the West Davis Corridor and whether the commissioners were comfortable approving a subdivision that could potentially be in the highway's path. However, the Planning Commission conceded that the City must take applications in good faith until that time that an official record of decision is made regarding the WDC.

Voted to recommend that the City Council approve an alternative schematic plan that was presented at the meeting (the same one that is in front of you tonight) as follows:

B. Move that the Planning Commission recommend approval of the schematic plan for the Eagle Cove Subdivision, subject to all applicable Farmington City ordinances and development standards, and the following conditions:

1. *The applicant shall revise the preliminary plat showing only 16 lots and a cul-de-sac in place of the two flag lots as originally proposed;*

2. *The applicant shall receive approval for 13 TDR lots by City Council concurrent with schematic plan approval;*
3. *The applicant shall remove the 2 flag lots by City Council concurrent with schematic plan approval;*
4. *The applicant shall address all outstanding DRC comments on preliminary plat;*
5. *The applicant shall provide a Sensitive Area Designation plan.*
6. *A note shall be placed on preliminary plat addressing future property owners within the subdivision and an expectation that there will be odors associated with adjacent agricultural uses.*

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 development will aid the City in improving Glover Lane and 1100 West.*
3. *Because 1 lot has been removed, the densities requested are more consistent with the surrounding neighborhoods.*
4. *The two proposed flag lots do not meet any of the criteria as outlined in Section 12-7-010 of the Subdivision Ordinance regulating flag lots, and must therefore be removed.*

Vote: 5-0

2. Daniel Thurgood/Verizon Wireless – Applicant is requesting approval for a conditional use related to a new wireless tower (30' tall) on the Oakridge Country Club located at approximately 1492 West Shepard Lane in an LS (Large Suburban) zone. (C-10-15)

Voted to approve the conditional use as written in the staff report with direction to staff to broaden the definition of "institutional use" as found within Section 11-28-190 to accommodate more of these types of facilities in the future.

Vote: 5-0

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
September 1, 2015

S U B J E C T: 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.