

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

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, April 16, 2013, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

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

7:05 Executive Summaries for Planning Commission held March 14, 2013 and March 28, 2013

### **PUBLIC HEARINGS:**

7:10 Zone Text Change, Rezone of Property (SW Corner of Main Street and Park Lane) and an Amendment to the Electronic Message Sign Area Related Thereto.

7:25 Consideration of Ordinance Regarding the Demolition of Buildings and Structures

### **NEW BUSINESS:**

7:55 Discussion of Temporary Revision to Miss Farmington Pageant

8:05 Discussion of Street Light Study

8:15 Facility Use Agreement with Farmington Area Baseball League (FABL)

### **SUMMARY ACTION:**

8:25 Minute Motion Approving Summary Action List

1. Approval of Minutes from March 19, 2013

2. Ratification of Approval of Storm Water Bond Logs
3. Farmington Creek Estates Phase IV (PUD) Reimbursement Agreement
4. Improvements Agreement for Farmington Creek Estates Phase IV
5. Storm Drain Master Plan Update Contract
6. License Agreement on the UTA Owned Denver & Rio Grande Western Railroad Corridor
7. Mow Trailer
8. Arbor Day Proclamation
9. Revocation and Abandonment of Easement-Farmington Ranches, Phase 7A

#### **GOVERNING BODY REPORTS:**

8:30 City Manager Report

1. Upcoming Agenda Items
2. Fire Monthly Activity Report for February
3. Building Activity Reports for February and March
4. Department of Heritage and Arts Grant

8:35 Mayor Harbertson & City Council Reports

**ADJOURN**

**CLOSED SESSION**

Minute motion adjourning to closed session for purpose of property acquisition.

DATED this 11th day of April, 2013.

**FARMINGTON CITY CORPORATION**

By: Holly Gadd  
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:  
April 16, 2013

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

It is requested that Council Member Jim Young give the invocation/opening comments to the meeting and it is requested that Mayor Scott Harbertson 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:  
April 16, 2013

**S U B J E C T:** Executive Summaries for Planning Commission held March 14, 2013  
and March 28, 2013

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

See enclosed staff reports prepared by Christy Alexander.

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: March 19, 2013

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON  
MARCH 14, 2013

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on March 14, 2013 [note: seven commissioners attended the meeting—Bob Murri, Michael Nilson, Kris Kaufman, Brett Anderson, Mack McDonald and Alternates Rebecca Wayment and Nate Creer]:

1. Davkris Investments LC (Lagoon)/Farmington City – (Public Hearing) – Consideration of a recommendation to enact a new Chapter to the Zoning Ordinance entitled “Commercial Recreation Transition” zone (CRT), and thereafter rezoning property (approximately 1 acre) on the southwest corner of Main Street and Park Lane from BP (Business Park) to CRT, and amending the Electronic Message Sign Area set forth in Title 15, to include said property. (Z-4-12)

*Voted to recommend that the City Council:*

1. Repeal Chapter 21 of the Zoning Ordinance “Special Use Restricted (SR)” and enact a new Chapter 21 “Commercial Recreation Transition (CRT) zone as set forth herein;
2. Rezone the property from BP to CRT;
3. Expand the electronic message sign area of the Sign Ordinance to include the annex property; and
4. Add the word “or” to (7) on page 21-2 of the new Chapter 21.

*Vote: 7 – 0*

2. Barlow Construction – (Public Hearing) – Applicant is requesting conditional use approval to build an accessory building (covered parking structure) in front of the Indulgence Foods building at 218 South 200 West in the BP Zone (C-6-13)

*Voted to approve, Vote: 7 – 0*

3. Stephen and Tamara Thomas – (Public Hearing) – Applicants are requesting a special exception to establish two single-family dwellings on one parcel located at 41 South State Street in an R-4 zone (M-3-13)

*Voted to approve, Vote: 67 – 0*

4. Consideration of request by Alliance Residential, LLC for the Park Lane Village Apartments Sign Program

*Voted to approve one banner sign as shown in the Sign Program with no more than 33% white background and with the incorporation of colors similar to those used in the logo, Vote: 7 – 0*

*\*Alliance will bring in the rest of their updated Sign Program at a later meeting.*

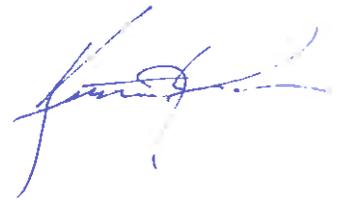
Respectfully Submitted



Christy J. Alexander  
Associate City Planner

Review & Concur

Dave Millheim  
City Manager



# FARMINGTON CITY



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JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: April 16, 2013

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON  
MARCH 28, 2013

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on March 28, 2013 [note: six commissioners attended the meeting—Bob Murri, Kris Kaufman, Brett Anderson, Brad Dutson, Mack McDonald and Alternate Rebecca Wayment]:

1. The Haws Companies – (Public Hearing) – Applicant is requesting a recommendation to amend the City's Regulating Plan by re-designating 21.506 acres north of Park Lane and west of Station Parkway from GMU (General Mixed-Use) to TMU (Transit Mixed-Use) and 16.19 acres north of 675 North and west of I-15 from OMU (Office Mixed-Use) to TMU; and to rezone the same from A (Agriculture) to TMU (Z-1-13)

*Voted to table the request until the Planning Commission meeting on April 25:*

*Vote: 5 – 0; Brett Anderson did not vote either way.*

*\* The Planning Commission's obligation to review a rezone application as per the 3 or 4 criteria set forth in the ordinance should be followed and the PC did not want to vote until they were able to see a Master Plan.*

2. Maverik – (Public Hearing) – Applicant is requesting conditional use and site plan approval to demolish and construct a new gas station at its present location – 957 West Shepard Lane (1.514 acres) – in a C (General Commercial) zone (C-2-13)

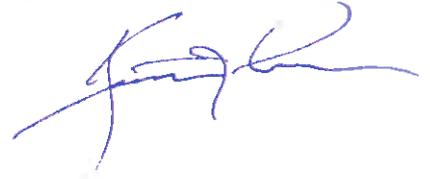
*Voted to approve, Vote: 6 – 0*

Respectfully Submitted



Christy J. Alexander  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager

CITY COUNCIL AGENDA

For Council Meeting:  
April 16, 2013

**PUBLIC HEARING:** Zone Text Change, Rezone of Property (SW Corner of Main Street and Park Lane) and an Amendment to the Electronic Message Sign Area Related Thereto.

**ACTION TO BE CONSIDERED:**

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

**GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
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JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 8, 2013

SUBJECT: **ZONE TEXT CHANGE, REZONE OF PROPERTY (SW CORNER OF MAIN STREET AND PARK LANE) AND AN AMENDMENT TO THE ELECTRONIC MESSAGE SIGN AREA RELATED THERETO.**

### RECOMMENDATION

Hold a public hearing and adopt the following three enclosed ordinances, and the accompanying findings:

1. An ordinance repealing Chapter 21 of the Zoning Ordinance titled "Special Use Restricted (SR)" and enacting a new Chapter 21 "Commercial Recreation Transition (CRT)".
2. An ordinance rezoning property located at 653 North Main Street (0.99875 Acres) from BP to CRT.
3. An ordinance expanding the electronic message sign area of the Sign Ordinance to include the same property.

### Findings:

1. Based on a demonstration by YESCO (1-31-13) and the standards adopted as part of recent amendments to the Sign Ordinance, an Electronic Message sign is reasonably appropriate at this location:
2. Other areas on the periphery of the existing C-R zone are also appropriate for the CRT zone if the City chooses to rezone these areas in the future.
3. The expansion of the Electronic Message Sign Area to include the proposed CRT zone implies that this sign area may be appropriate for this zone but not for other non-CRT zones with office uses, or the potential for office uses.
4. Business and Professional Offices are a conditional use in the CRT zone, and this use is consistent with the text and the land use designation of O/BP (Office/Business Park) of the General Plan for the southwest corner of Park Lane and Main Street.

5. A repeal of the SR zone does not impact the community because no areas are currently zoned SR.
6. The C-R zone is not a suitable designation for the subject parcel at its Main Street location, due to other uses set forth in the accompanying text of said zone, which are not appropriate for this area. Nor is the existing office building and allowable use in the CR zone.
7. The CRT is appropriate for this location for the reasons stated in the Section 11-21-101 of the proposed new Chapter 21 of the Zoning Ordinance.

## **BACKGROUND**

Lagoon desires to establish an electronic message sign at their annex at 653 North Main Street. The Farmington City Sign Ordinance was recently amended to allow electronic signs at certain locations as determined by a specified area. The area includes portions of the C-R zone. A proposal was made to include the annex as part of the area, even though the property is zoned BP. The City Attorney informed the City Council that other owners of property with the BP zone designation within the community may request that the City also include their land as part of the area. Therefore, the area became an all or nothing decision regarding the BP zone for the Lagoon parcel specifically, and all BP property city-wide, and the City chose the “nothing” alternative. Hence, Lagoon is now requesting a zone change for their property presumably to enable them to petition the City to include the annex as part of the electronic message sign area.

After conducting a series of public hearings and meetings, the Planning Commission finalized their recommendation to the City Council regarding Lagoon’s request on March 14, 2013 as set forth above.

Regarding Planning Commission review of the proposed CRT zone and an amendment to the Zoning Map of the subject parcel from BP to CRT, Section 11-6-020(d) of the Zoning Ordinance states in part:

The Planning Commission should consider the following issues when reviewing each proposed amendment: (1) is the proposed amendment reasonably necessary; (2) is the proposed amendment in the public interest; and (3) is the proposed amendment consistent with the City General Plan and in harmony with the objectives and purpose of the Zoning Ordinance. After study and analysis, the Planning Commission shall prepare written recommendations regarding the application and proposed amendment and forward the same to the City Council for its consideration.

(1) Is the proposed amendment reasonably necessary? An amendment, or amendments, to the Farmington City Code are necessary if it is determined that Lagoon

should have the ability to establish an electronic message sign on the property, but not set a precedent by allowing the possibility of other BP districts to have electronic message signs.

If the property is rezoned to C-R as originally contemplated (or applied for), all uses in the C-R zone may be allowed at this location. But it appears that by rezoning the property CRT the City will avoid possible negative impacts associated with the C-R zone. The CRT zone is consistent with the O/BP designation of the General Plan for this corner and contains listed permitted and conditional uses appropriate for this location.

(2) Is the proposed amendment in the public interest? The answer to this question may depend on whether or not the City determines that the annex is an appropriate location for an electronic message sign.

Electronic message sign possible pros and cons at the annex location:

Pro: May provide greater exposure. Lagoon can more easily change advertising messages. The property is an area master planned for non-residential uses.

Con: Nearby residential dwellings exist in the area. Exposure is limited at this location to non-regional traffic.

(3) Is a proposed amendment to rezone the property to CRT consistent with the City General Plan and in harmony with the objectives and purpose of the Zoning Ordinance? Yes.

The General Land Use Plan map for the City designates the property for O/BP (Office/Business Park) uses, not C-R (Commercial Recreation) uses. Moreover, the text for the General plan recommends a cooperative planning effort involving the City, Lagoon, and adjacent property owners to identify existing and potential land use conflicts and to discuss strategies whereby these impacts may be effectively addressed. A neighborhood meeting was held on January 31, 2013, and nearby property owners expressed strong concerns that the City should not rezone the property to C-R.

The text of the General Plan also mentions that Lagoon interests should be met, while still protecting surrounding areas from such things as fugitive light.

An "office use" is not a use set forth in the existing text of the C-R zone. Arguably the zone text should be amended to allow office uses in the CR zone, but for now, if the annex property is rezoned it will result in a non-conforming use. On the other hand, a zone change to CRT as now proposed may be consistent with the existing use and anticipated uses for that site.

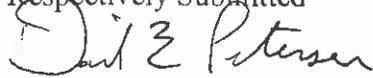
The primary purpose of the CRT zone is to serve as a transition area between commercial recreation uses and residential, and non-commercial recreation uses. The intent

and/or description of the new CRT zone is more particularly set forth in Section 11-21-101 of the proposed text for this zone (see attached).

**Supplemental Information**

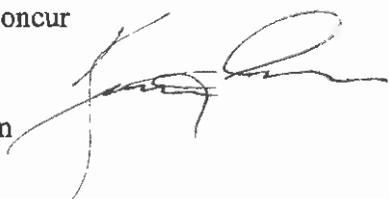
1. Enabling Ordinances Referenced Above
2. General Land Use Plan Map
3. Letter from Lagoon to Planning Commission, January 9, 2013
4. Chapter 21 of the Zoning Ordinance (existing SR text)
5. Recent Sign Ordinance adopted by the City Council

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. 2013 -**

**AN ORDINANCE REPEALING CHAPTER 21 OF THE ZONING ORDINANCE SPECIAL USE RESTRICTED (SR) OF THE FARMINGTON CITY ZONING ORDINANCE AND ENACTING CHAPTER 21 COMMERCIAL RECREATION TRANSITION (CRT) OF THE SAME TITLE.**

**WHEREAS**, the Planning Commission has held a public hearings regarding the repeal of the old Chapter 21 of the enactment of the new Chapter 21 of the Zoning Ordinance titled Commercial Recreation Transition (CRT) and recommended that this ordinance be approved by the City Council; and

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

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

**Section 1. Repeal.** Chapter 21 entitled "Special Use Restricted (SR)" of the Farmington City Zoning Ordinance is hereby repealed.

**Section 2. Enactment.** Chapter 21 entitled "Commercial Recreation Transition (CRT) of the Farmington City Zoning Ordinance is hereby enacted to read in its entirety as set forth in Exhibit "A" attached hereto and by this reference made part hereof

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

**Section 4. Effective Date.** This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 16th day of April, 2013.

**FARMINGTON CITY**

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

**ATTEST:**

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

## EXHIBIT "A"

### CHAPTER 21

#### COMMERCIAL RECREATION TRANSITION (CRT)

11-21-101	Description.
11-21-102	Permitted Uses.
11-21-103	Conditional Uses.
11-21-104	Single-Family and Two-Family Dwellings.
11-21-105	Other Conditional Uses.
11-21-106	Off-Street Parking, Loading and Access.
11-21-107	Signs.
11-21-108	Site Plan Review.

#### 11-21-101 Description.

This zone is intended to cover certain areas within the City having unique characteristics due to their location and proximity to commercial recreation zones and/or uses as well as their relationship to residential neighborhoods and non-commercial recreation uses. Areas included are unique not only due to their proximity to prime access, high visibility, special development problems or proximity to commercial recreation uses and residential neighborhoods and uses, but also due to their being situated in corridors or areas of high pedestrian and/or vehicular traffic. This zone is established to assure safe and pleasing development within those transition areas described above which are located within the City. In order to allow proper interaction and coordination of uses within the City and to protect the public, the uses allowed within this zone are allowed for the most part only on the conditional use review and the issuance of a Conditional Use Permit. Public safety, circulation, compatibility with surrounding existing and proposed land uses, architectural character and impact upon existing services and tax base together with appropriate consideration of the desires of neighboring landowners are all critical factors to be considered in the review process. It is intended that creation of this Commercial Recreation Transition Zone shall promote the health, safety, morals and welfare of the public by increasing the awareness of the special nature of the areas which are designated as CRT in accordance with the foregoing description and providing appropriate safeguards for the public near these sensitive areas.

#### 11-21-102 Permitted Uses.

- (1) Agriculture;
- (2) Park.

#### 11-21-103 Conditional Uses.

Uses enumerated hereunder are principal uses. The location of these uses shall be subject to review and approval by the Planning Commission as provided in Chapter 8, Chapter 7 and the requirements of this Chapter:

- (1) Single-family dwelling;

- (2) Two-family dwelling;
- (3) Offices: Business and Professional;
- (4) Public and quasi-public uses;
- (5) Day Care Center;
- (6) Retirement Living Centers;
- (7) Any use determined to be similar to the other uses of Section 11-21-103 and/or compatible with the description of the CRT zone as set forth in Section 11-21-101 above;

**11-21-104 Single-Family and Two-Family Dwellings.**

The following regulations shall apply to one-family and two-family dwellings:

- (1) Lots Standards. All lots shall be developed with the following minimum standards:
  - (a) Lot Size: eight thousand (8,000) square feet;
  - (b) Lot Width: seventy (70) feet;
  - (c) Lot Width Corner: eighty (80) feet;
  - (d) Front & rear setback: twenty-five (25) feet minimum front or rear setback with a total minimum requirement of fifty-five (55) feet (main building only);
  - (e) Side Yard Setback: eight (8) feet one side and a total of eighteen (18) feet for both sides (main building only);
  - (f) Side Yard Corner: twenty (20) feet, on the side adjacent to the street;
  - (g) Accessory Buildings: located to the rear of the main building and at least one (1) foot from all property lines and shall be fifteen (15) feet from dwellings on adjacent lots. Accessory buildings shall not be built over easements and shall must be subordinated in height and area to the main building.
- (2) Maximum Building Height:
  - (a) Main buildings shall not exceed thirty (30) feet;
  - (b) Accessory buildings and structures shall not exceed thirty (15) feet;
- (3) Animals: The keeping of animals and fowl in this zone shall be pursuant to Chapter 29 of this Ordinance.

(4) **Location of Accessory Structures.** No animal shelters, hay barn, silo, equipment shed, storage building and similar accessory buildings to the agricultural use of land may be located closer than ten (10) feet to any side or rear boundary line.

(5) **Special Limitations.** The following limitations and additional requirements shall apply:

- (a) The placement of any residential structure in the zone shall be subject to a site plan review by the Planning Commission. The applicant must demonstrate that the requirements of Chapter 28 Flood Damage Prevention are adhered to and that the problems associated with the high water table will be solved.

**11-21-105 Other Conditional Uses.**

The lot size, width, yard requirements, setbacks and other lot standards and maximum building heights will be based on like uses elsewhere in this Title.

**11-21-106 Off-Street Parking, Loading and Access.**

The requirements of Chapter 32 of this Ordinance shall apply to this zone.

**11-21-107 Signs.**

The requirements of Farmington City Sign Ordinance (Title 15) shall apply to this zone.

**11-21-108 Site Plan Review.**

The requirements of Chapter 7 of this Ordinance shall be in force for any use requiring Site Plan Review.

**FARMINGTON, UTAH**

**ORDINANCE NO. 2013 -**

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW  
A CHANGE OF ZONE FOR PROPERTY LOCATED AT 653  
NORTH MAIN STREET FROM BP TO CRT.**

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

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

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

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

**Section 1. Zoning Change.** The property described in Application # Z-4-12, filed by Davkris Investments LC and located 653 North Main Street (.99875 acres), is hereby reclassified from zone BP to zone CRT, said property being more particularly described on Exhibit "A" attached hereto.

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

**Section 3. Effective Date.** This ordinance shall take effect immediately upon final passage by the City Council.

**DATED** this 16th day of April, 2013.

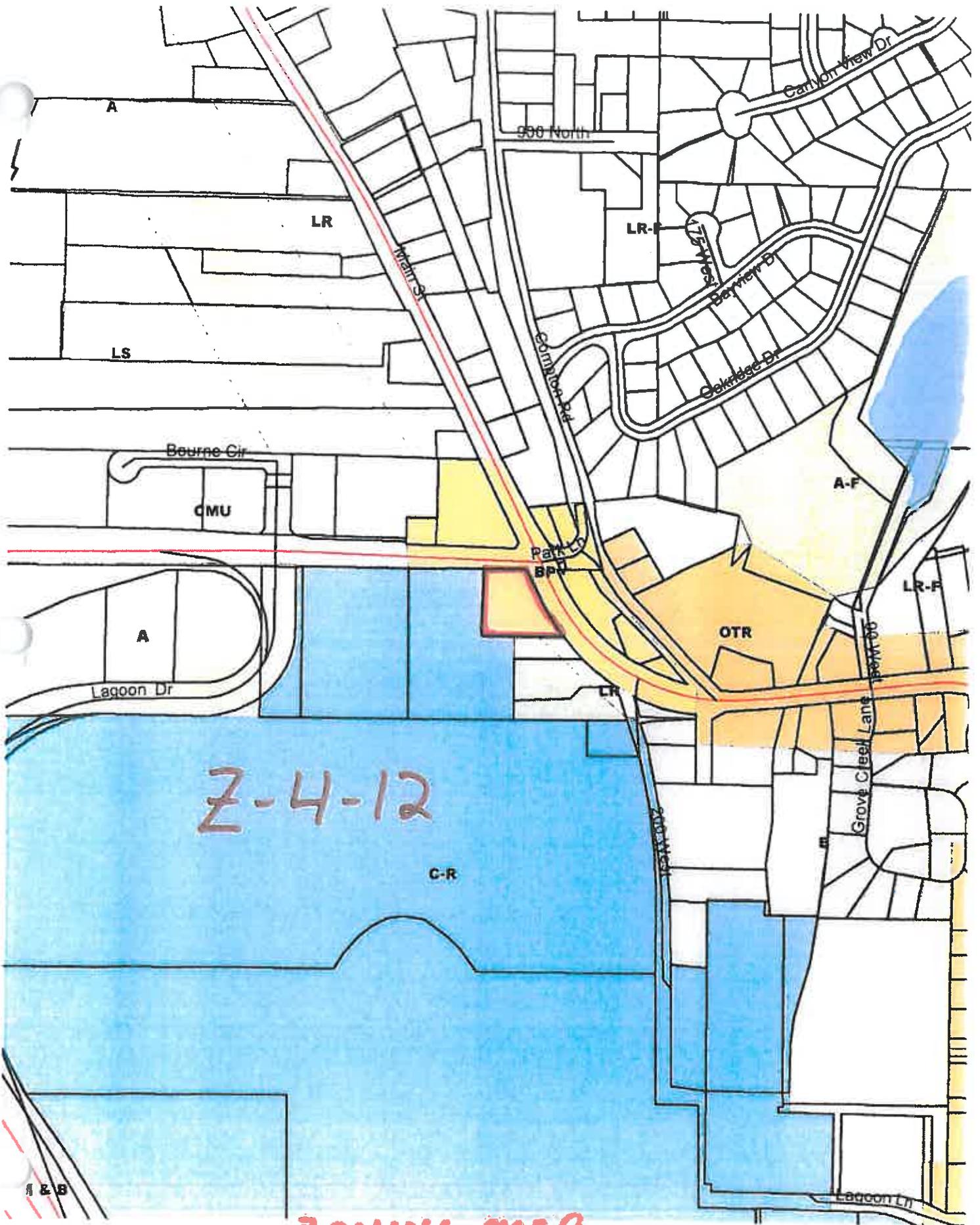
**FARMINGTON CITY**

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

**ATTEST:**

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

Exhibit A'



ZONING MAP

**FARMINGTON, UTAH**

**ORDINANCE NO. 2013 -**

**AN ORDINANCE AMENDING THE ELECTRONIC MESSAGE SIGN AREA AS SET FORTH IN THE FARMINGTON CITY SIGN ORDINANCE TO INCLUDE PROPERTY LOCATED AT 653 NORTH MAIN STREET.**

**WHEREAS**, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed change to the electronic message sign area pursuant to the Farmington City Sign Ordinance and has found it to be consistent with the City's General Plan; and

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

**WHEREAS**, the City Council of Farmington City finds that such change to the electronic message sign area should be made;

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

**Section 1. Electronic Message Sign Area Change.** The electronic message sign area as set forth in the Farmington City Sign Ordinance is hereby amended to include property located 653 North Main Street (.99875 acres), said property being more particularly described on Exhibit "A" attached hereto.

**Section 2. Effective Date.** This ordinance shall take effect immediately upon final passage by the City Council.

**DATED** this 16th day of April, 2013.

**FARMINGTON CITY**

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

**ATTEST:**

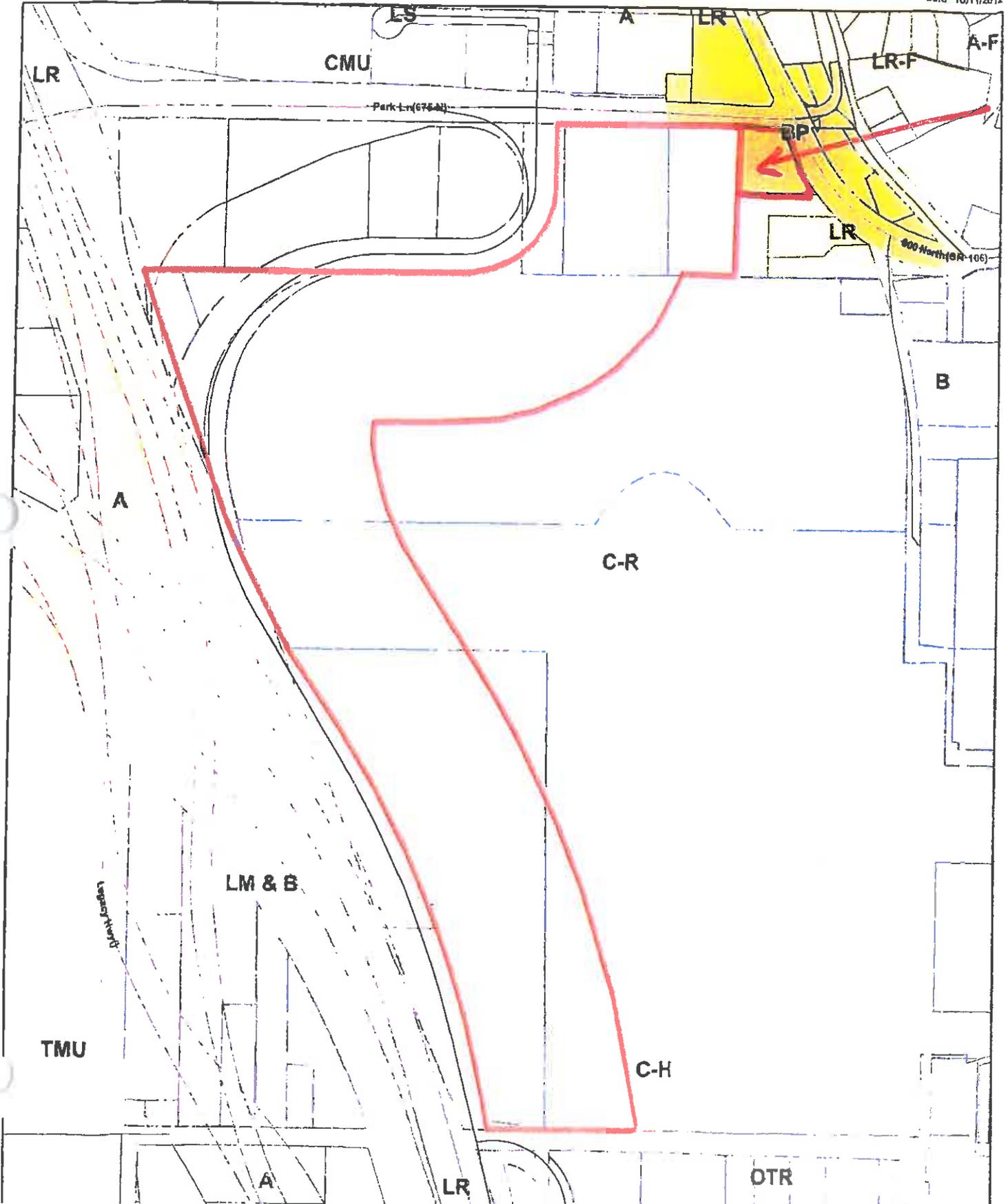
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Holly Gadd  
City Recorder

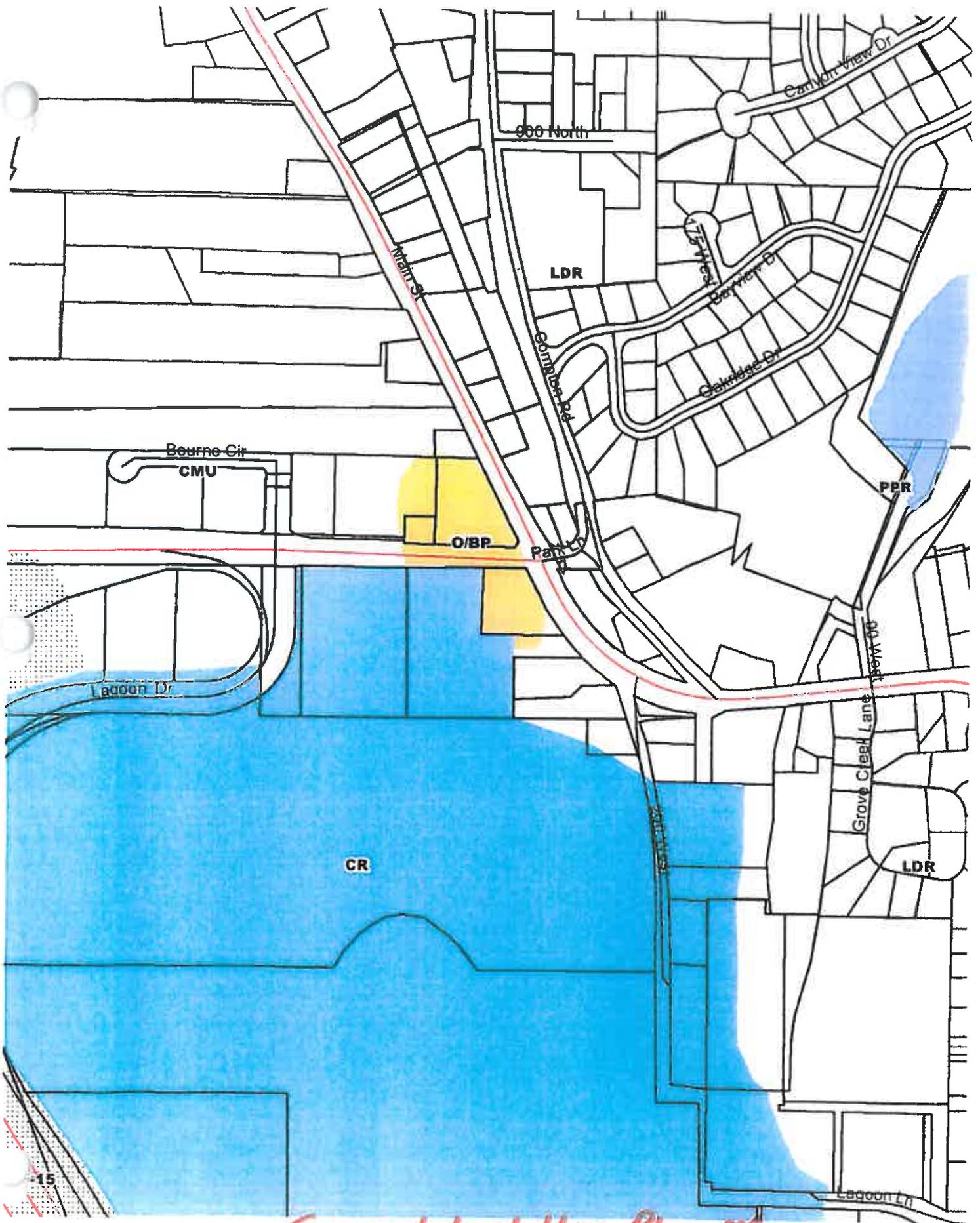


# Exhibit "A" Electronic Message Sign Area *Amendment*



Date: 10/11/2012





General Land Use Plan MAP



375 No. Lagoon Drive  
P.O. Box 696  
Farmington, Utah 84025-0696  
Phone: 801-451-8080  
Office Fax: 801-451-8017  
www.lagoonpark.com

January 9, 2013

Farmington City Planning Commissioner Bob Murri, Chair  
Farmington City Planning Commission  
Farmington City Staff  
c/o Farmington City Corporation  
160 South Main Street  
Farmington, UT 84025

Dear Chairman Murri:

For the second time, Lagoon and Davkris Investments, LC comes before the City requesting that Lagoon's Annex property at 653 North Main Street be re-zoned from B-P (Business Park) to C-R (Commercial Recreation).

In May of 2009, we first requested the re-zone of the Annex to C-R, mentioning that while we did not have an imminent plan for new development, the C-R re-zone would be necessary in the future and is consistent with the City and Lagoon's discussions. Our intention was that it would be helpful in Lagoon's planning and decision making to have the re-zone process completed. The Park's off-season is short. The time required for equipment purchase, development, engineering, manufacture, etc. does not allow for a leisurely re-zoning process before a serious financial commitment must be made. We also pointed out that Park Lane is a natural C-R boundary to buffer residents from possible effects of Park operation. However, as the C-R Zone requires a minimum 100 foot setback, there should not be any concern that amusement rides could be placed near to the street.

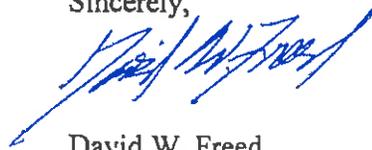
As discussed in the staff report, the current impetus for our re-zone request is the desire to reconstruct the existing Annex sign to include an electronic message sign within its border. For reasons with which I am sure you are familiar, Lagoon has been working with the City on this sign request for approximately one year. We understand that there were bigger issues involved, and our sign conversion was merely caught in the vortex of the City's work.

While the recommendation from staff is to table Lagoon's request until the text of the C-R Zone can be changed to list "office use", we urge the Planning Commission to approve the requested change now. We have discussed with the City Planner and Zoning Administrator that under Chapter 4, the Zoning Administrator is able to determine that "office" is a use acceptable and consistent with existing facility operation. Clearly, Lagoon has had offices since the adoption of the C-R Zone Ordinance, including Marketing offices, Park office, Accounting office, Department offices, etc. Lagoon plans to return in the near future to request another text change to the Ordinance at which time the "office" text could be considered. We would also point out that the Annex office is solely for Lagoon operation and will not be held for rent to other entities.

As Lagoon has worked diligently with the City with regard to use of the Annex facility in a manner beneficial to Lagoon's operation, the City's tax base, and to reasonably mitigate any visual and audible elements that may be observable by neighbors, we will very much appreciate your assistance to have this contiguous area zoned C-R to facilitate moving in the direction that Farmington City officials and Lagoon have planned.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "David W. Freed", written over a horizontal line.

David W. Freed  
Lagoon Corporation

DWF:jc

COPY TO: Commissioner Kris Kaufman, Vice Chair  
Commissioner Michael Nilson  
Commissioner Brett Anderson  
Commissioner Brigham Mellor  
Commissioner Brad Dutson  
Commissioner Mack McDonald  
Planning and Zoning Administrator, David Petersen

## CHAPTER 21

### SPECIAL USE RESTRICTED (SR)

11-21-101	Description.
11-21-102	Permitted Uses.
11-21-103	Conditional Uses.
11-21-104	Single-Family and Two-Family Dwellings.
11-21-105	Other Conditional Uses.
11-21-106	Off-Street Parking, Loading and Access.
11-21-107	Signs.
11-21-108	Site Plan Review.

#### 11-21-101 Description.

This zone is intended to cover certain areas within the City having unique characteristics due to their location and proximity to elementary and/or secondary schools, churches as well as their relationship to residential neighborhoods. Areas included are unique not only due to their proximity to prime access, high visibility, special development problems or proximity to schools, churches, and residential neighborhoods, but also due to their being situated in corridors or areas of high pedestrian and/or vehicular traffic, such as primary walkways to schools, churches, etc. This zone is established to assure safe and pleasing development within those special areas described above which are located within the City. In order to allow proper interaction and coordination of uses within the City and to protect the public, the uses allowed within this zone are allowed for the most part only on the conditional use review and the issuance of a Conditional Use Permit. Public safety, circulation, compatibility with surrounding existing and proposed land uses, architectural character and impact upon existing services and tax base together with appropriate consideration of the desires of neighboring landowners are all critical factors to be considered in the review process. It is intended that creation of this Special Use Restricted Zone shall promote the health, safety, morals and welfare of the public by increasing the awareness of the special nature of the areas which are designated as Special Use Restricted in accordance with the foregoing description and providing appropriate safeguards for the public near these sensitive areas.

#### 11-21-102 Permitted Uses.

- (1) Agriculture;
- (2) Park.

#### 11-21-103 Conditional Uses.

Uses enumerated hereunder are principal uses. The location of these uses shall be subject to review and approval by the Planning Commission as provided in Chapter 8, Chapter 7 and the requirements of this Chapter:

- (1) Single-family dwelling;
- (2) Two-family dwelling;
- (3) Offices: Business and Professional;

- (4) Public and quasi-public uses;
- (5) Business services;
- (6) Reception Center;
- (7) Day Care Center;
- (8) Athletic or tennis club;
- (9) Restaurant that provides traditional sit-down services (opposed to fast food);
- (10) Retirement Living Centers;
- (11) Any use determined to be similar to the other uses of Section 11-21-103 and compatible with the description of the Special Use Zone as set forth in Section 11-21-101 above;
- (12) Outdoor Recreation (for profit) including such things as family reunion center, picnic grounds but excluding higher impact activities such as water park or miniature golf course.

**11-21-104 Single-Family and Two-Family Dwellings.**

The following regulations shall apply to one-family and two-family dwellings:

- (1) Lots Standards. All lots shall be developed with the following minimum standards:
  - (a) Lot Size: eight thousand (8,000) square feet;
  - (b) Lot Width: seventy (70) feet;
  - (c) Lot Width Corner: eighty (80) feet;
  - (d) Front & rear setback: twenty-five (25) feet minimum front or rear setback with a total minimum requirement of fifty-five (55) feet (main building only);
  - (e) Side Yard Setback: eight (8) feet one side and a total of nineteen (19) feet for both sides (main building only);
  - (f) Side Yard Corner: nineteen (19) feet, on the side adjacent to the street;
  - (g) Accessory Buildings: six (6) feet in the rear of the main building and at least one (1) foot from all property lines and shall be fifteen (15) feet from dwellings on adjacent lots. Accessory buildings shall not be built over utility easements that may run along the side and rear property lines.
- (2) Maximum Building Height:
  - (a) Main buildings shall not exceed thirty (30) feet;
  - (b) Accessory structures shall not exceed thirty (30) feet;

(c) All other accessory buildings shall not exceed fifteen (15) feet.

(3) **Animals:** The keeping of animals and fowl in this zone shall be pursuant to Chapter 29 of this Ordinance.

(4) **Location of Accessory Structures.** No animal shelters, hay barn, silo, equipment shed, storage building and similar accessory buildings to the agricultural use of land may be located closer than ten (10) feet to any side or rear boundary line.

(5) **Special Limitations.** The following limitations and additional requirements shall apply:

(a) The placement of any residential structure in the zone shall be subject to a site plan review by the Planning Commission. The applicant must demonstrate that the requirements of Chapter 28 Flood Damage Prevention are adhered to and that the problems associated with the high water table will be solved.

**11-21-105 Other Conditional Uses.**

The lot size, width, yard requirements, setbacks and other lot standards and maximum building heights will be based on like uses as set forth in the provisions of Chapter 8 Conditional/Special Uses to review Conditional Use permits.

**11-21-106 Off-Street Parking, Loading and Access.**

The requirements of Chapter 32 of this Ordinance shall apply to this zone.

**11-21-107 Signs.**

The requirements of Chapter 34 of this Ordinance shall apply to this zone.

**11-21-108 Site Plan Review.**

The requirements of Chapter 7 of this Ordinance shall be in force for any use requiring Site Plan Review.

## CHAPTER 21

### COMMERCIAL RECREATION TRANSITION (CRT)

11-21-101	<b>Description.</b>
11-21-102	<b>Permitted Uses.</b>
11-21-103	<b>Conditional Uses.</b>
11-21-104	<b>Single-Family and Two-Family Dwellings.</b>
11-21-105	<b>Other Conditional Uses.</b>
11-21-106	<b>Off-Street Parking, Loading and Access.</b>
11-21-107	<b>Signs.</b>
11-21-108	<b>Site Plan Review.</b>

#### 11-21-101 **Description.**

This zone is intended to cover certain areas within the City having unique characteristics due to their location and proximity to commercial recreation zones and/or uses as well as their relationship to residential neighborhoods and non-commercial recreation uses. Areas included are unique not only due to their proximity to prime access, high visibility, special development problems or proximity to commercial recreation uses and residential neighborhoods and uses, but also due to their being situated in corridors or areas of high pedestrian and/or vehicular traffic. This zone is established to assure safe and pleasing development within those transition areas described above which are located within the City. In order to allow proper interaction and coordination of uses within the City and to protect the public, the uses allowed within this zone are allowed for the most part only on the conditional use review and the issuance of a Conditional Use Permit. Public safety, circulation, compatibility with surrounding existing and proposed land uses, architectural character and impact upon existing services and tax base together with appropriate consideration of the desires of neighboring landowners are all critical factors to be considered in the review process. It is intended that creation of this Commercial Recreation Transition Zone shall promote the health, safety, morals and welfare of the public by increasing the awareness of the special nature of the areas which are designated as CRT in accordance with the foregoing description and providing appropriate safeguards for the public near these sensitive areas.

#### 11-21-102 **Permitted Uses.**

- (1) Agriculture;
- (2) Park.

#### 11-21-103 **Conditional Uses.**

Uses enumerated hereunder are principal uses. The location of these uses shall be subject to review and approval by the Planning Commission as provided in Chapter 8, Chapter 7 and the requirements of this Chapter:

- (1) Single-family dwelling;
- (2) Two-family dwelling;
- (3) Offices: Business and Professional;

- (4) Public and quasi-public uses;
- (5) Day Care Center;
- (6) Retirement Living Centers;
- (7) Any use determined to be similar to the other uses of Section 11-21-103 and compatible with the description of the Special Use Zone as set forth in Section 11-21-101 above;

**11-21-104 Single-Family and Two-Family Dwellings.**

The following regulations shall apply to one-family and two-family dwellings:

- (1) Lots Standards. All lots shall be developed with the following minimum standards:
  - (a) Lot Size: eight thousand (8,000) square feet;
  - (b) Lot Width: seventy (70) feet;
  - (c) Lot Width Corner: eighty (80) feet;
  - (d) Front & rear setback: twenty-five (25) feet minimum front or rear setback with a total minimum requirement of fifty-five (55) feet (main building only);
  - (e) Side Yard Setback: eight (8) feet one side and a total of eighteen (18) feet for both sides (main building only);
  - (f) Side Yard Corner: twenty (20) feet, on the side adjacent to the street;
  - (g) Accessory Buildings: located to the rear of the main building and at least one (1) foot from all property lines and shall be fifteen (15) feet from dwellings on adjacent lots. Accessory buildings shall not be built over easements and shall must be subordinated in height and area to the main building.
- (2) Maximum Building Height:
  - (a) Main buildings shall not exceed thirty (30) feet;
  - (b) Accessory buildings and structures shall not exceed thirty (15) feet;
- (3) Animals: The keeping of animals and fowl in this zone shall be pursuant to Chapter 29 of this Ordinance.
- (4) Location of Accessory Structures. No animal shelters, hay barn, silo, equipment shed, storage building and similar accessory buildings to the agricultural use of land may be located closer than ten (10) feet to any side or rear boundary line.

(5) **Special Limitations.** The following limitations and additional requirements shall apply:

- (a) The placement of any residential structure in the zone shall be subject to a site plan review by the Planning Commission. The applicant must demonstrate that the requirements of Chapter 28 Flood Damage Prevention are adhered to and that the problems associated with the high water table will be solved.

**11-21-105 Other Conditional Uses.**

The lot size, width, yard requirements, setbacks and other lot standards and maximum building heights will be based on like uses elsewhere in this Title.

**11-21-106 Off-Street Parking, Loading and Access.**

The requirements of Chapter 32 of this Ordinance shall apply to this zone.

**11-21-107 Signs.**

The requirements of Farmington City Sign Ordinance (Title 15) shall apply to this zone.

**11-21-108 Site Plan Review.**

The requirements of Chapter 7 of this Ordinance shall be in force for any use requiring Site Plan Review.

**FARMINGTON, UTAH**

**ORDINANCE NO. 2012 -**

**AN ORDINANCE AMENDING THE SIGN ORDINANCE  
(TITLE 15 OF THE FARMINGTON CITY CODE)  
REGARDING ELECTRONIC MESSAGE SIGNS.**

**WHEREAS**, the Planning Commission has held a public hearings regarding the text changes related to electronic message signs and provided recommendations to the City Council; and

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

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

**Section 1. Amendment.** Paragraph 15-1-104(17) of the Sign Ordinance, Title 15 of the Farmington City Code, is hereby amended to read in its entirety as set forth in Exhibit "A" attached hereto and by this reference made part hereof.

**Section 2. Re-codification and Enactment.** Chapter 4 of the Sign Ordinance, Title 15 of the Farmington City Code, is hereby re-codified, and a new Section 15-4-103 is hereby enacted to read in its entirety, as set forth in Exhibit "A".

**Section 3. Amendment and Enactment.** Chapter 5 of the Sign Ordinance, Title 15 of the Farmington City Code, is hereby amended, and a new Section 15-5-106 is hereby enacted, to read in its entirety as set forth in Exhibit "A".

**Section 4. Severability.** If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 5. Effective Date.** This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 16th day of October, 2012.

**FARMINGTON CITY**

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

**ATTEST:**

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

EXHIBIT "A"

**15-1-104 Definitions**

(17) **Electronic Message Sign** means a changeable copy sign that uses lights to form a sign message wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Time and/or temperature shall not be considered an electronic message sign. For the purposes of this ordinance, electronic message these signs are not considered to be animated signs.

**CHAPTER 4**

**STANDARDS FOR SPECIFIC SIGNS**

<b>15-4-101</b>	<b>Awning Signs</b>
<b>15-4-102</b>	<b>Directory Signs</b>
<b>15-4-103</b>	<b><u>Electronic Message Signs</u></b>
<b>15-4-1034</b>	<b>Identification Signs</b>
<b>15-4-1045</b>	<b>Monument Signs</b>
<b>15-4-1056</b>	<b>Nameplate Sign</b>
<b>15-4-1067</b>	<b>Open House and Model Home Signs</b>
<b>15-4-1078</b>	<b>Political Signs</b>
<b>15-4-1089</b>	<b>Project Identification Signs</b>
<b>15-4-1109</b>	<b>Property Signs</b>
<b>15-4-1110</b>	<b>Service Signs</b>
<b>15-4-1124</b>	<b>Temporary Signs</b>
<b>15-4-1132</b>	<b>Wall Signs</b>

**15-4-103 Electronic Message Signs**

The following standards shall govern the use of electronic message signs:

(1) The night-time and day-time illumination of an electronic message sign shall conform with the criteria set forth in this Section:

(a) Illumination Measurement Criteria. The illuminance of an electronic message sign shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the electronic message sign off, and again with the electronic message sign displaying a white image for a full-color capable electronic message sign, or a solid message for a single-color electronic message sign. All measurements shall be taken perpendicular to the face of the electronic message sign at the distance determined by the total square footage of the

electronic message sign as set forth in the Sign Area Versus Measurement Distance table:

<u>Sign Area Versus Measurement Distance</u>	
<u>Area of Sign sq. ft.</u>	<u>Measurement Distance (ft.)</u>
<u>10</u>	<u>32</u>
<u>50</u>	<u>71</u>
<u>100</u>	<u>100</u>
<u>200</u>	<u>141</u>

\* For signs with an area in square feet other than those specifically listed in the table, the measurement distance may be calculated with the following formula: The square root of the product of the sign area and one-hundred.

(b) The difference between the off and solid-message measurements using the electronic message sign measurement criteria shall not exceed 0.3 foot-candles at night.

(c) Electronic message signs shall come equipped with automatic dimming technology that must automatically adjust the sign's brightness in direct correlation with ambient light conditions not to exceed 15% of full brightness at night and 85% of full brightness at day.

(d) The minimum hold time between messages, including videos, for an electronic message sign shall be no less than 3 seconds. Any such sign with a hold time less than 3 seconds shall be considered an animated sign and shall be prohibited.

(e) Videos may be considered appropriate for electronic message signs so long as the duration thereof shall not exceed 8 seconds in length but not less than 4 seconds.

(ef) Fading, transitioning, or dissolving of images may shall occur on an electronic message sign of no less than 1 second, but not to exceed 1.5 seconds, to reduce the abrupt "flashing" effect as the message on the sign changes from one image to another.

(fg) All images on electronic message signs shall be full color RGB LED (Light-emitting Diode). [Note: the RGB color model is an additive color model in which red, green, and blue light are added together in various ways to reproduce a broad array of colors. The name of the model comes from the initials of the three additive primary colors, red, green, and blue].

(gh) Traveling messages are prohibited.

(hi) Electronic message signs located on parcels or lots next to, across the street from, or containing residential uses or zoned residential must be turned off between the hours of 11:00 pm and 6:00 am. Electronic message signs outside of the above-described areas must be turned off between the hours of 11:00 pm and 6:00 am unless it is determined that illumination is appropriate between these hours pursuant to the conditional use permit.

## CHAPTER 5

### ZONING STANDARDS FOR SIGNS AND ELECTRONIC MESSAGE SIGN AREA STANDARDS

15-5-101	<b>Agricultural and Residential Zones</b>
15-5-102	<b>Business and Special Use Zones</b>
15-5-103	<b>Business Park Zone</b>
15-5-104	<b>Commercial Zones</b>
15-5-105	<b>Manufacturing Zone</b>
<u>15-5-106</u>	<u><b>Electronic Message Sign Overlay Zone Area</b></u>

#### 15-5-101 **Agricultural and Residential Zones**

Signs in Agricultural Districts A, AA and AE, and Residential Districts LR, LS, R, S, R-2, R-4, and R-8 are subject to all standards set forth in this Title and to the following additional standards.

(1) Except as otherwise provided in Subsection (9) only the following signs are permitted in Agricultural and Residential Districts:

- (a) Monument signs as provided in this section;
- (b) Nameplate signs;
- (c) Open House signs;
- (d) Project Identification signs;
- (e) Property signs; and
- (f) Temporary signs.

(2) Apartment developments, condominium projects, and residential subdivisions may have one Project Identification sign indicating only the name of the development. Such signs shall be either wall or Monument signs and shall be not more than 32 square feet in size.

(3) One nameplate sign may be permitted for each dwelling unit. No permanent signs

other than nameplates are permitted on individual lots.

(4) One monument or wall sign, not to exceed 32 square feet, may be permitted in conjunction with a public use, quasi-public use, or public utility installation.

(5) One monument or wall sign, not to exceed 32 square feet, may be permitted for a day-care center or professional office in an R-4 or R-8 zone.

(6) Temporary signs shall not exceed sixteen (16) square feet in size.

(7) No sign shall be located within one (1) foot of any property line.

(8) Additional signs for office and commercial uses in the R-4 and R-8 Districts shall be permitted in accordance with Section 15-5-102(2).

#### **15-5-102 Business and Special Use Zones**

The Business District B-R and Special Use Districts B and S-R are considered to be unique districts in the City and, as such, allow a mix of residential, office, and low intensity commercial uses. Signs in these districts are subject to all standards set forth in this Title and to the following additional standards:

(1) Signs for residential uses and developments in these Districts shall be limited to those types listed in Section 15-5-101.

(2) For office and commercial uses in these Districts, only the following additional signs are permitted:

- (a) Awning signs;
- (b) Changeable copy signs;
- (c) Directory signs;
- (d) Identification signs;
- (e) Monument signs;
- (g) Project identification signs;
- (h) Projecting signs;
- (h) Temporary signs;
- (i) Service signs; and
- (j) Wall signs.

(3) Ground signs, as defined herein, are not permitted.

(4) The minimum setback from front property lines shall be ten feet (10'). If widening of public streets is planned or projected, this setback shall be measured from the future right-of-way line.

(1) Temporary signs shall not exceed sixteen (16) square feet in size.

(6) The maximum area of wall signs shall not exceed ten percent (10%) of the front building face of a main building and five percent (5%) of not more than one additional building face. For the purpose of this Title, canopies over gasoline islands shall be considered accessory structures and may have wall signs incorporated into them which cover not more than twenty percent (20%) of the fascia of the roof portion of such structures.

(7) Each business or commercial complex may have one monument sign for each separate public street frontage. Such signs shall be set back a minimum of twenty-five feet (25') from side property lines.

(8) When site plan review is required for a proposed development, a master plan for signs shall be included with the application.

(9) Exceptions to the provisions of this Section may be made for signs for office and commercial uses within the Business Residential (B-R) Zone. Such exceptions shall be requested and reviewed in accordance with the conditional use permit process set forth in Chapter 8 of the City Zoning Ordinance. This exception is founded upon the provisions of the Downtown Master Plan for Farmington City. As noted in the Downtown Master Plan, the downtown area of the City contains mixed and diverse uses necessitating and requiring flexibility and discretion in implementing and allowing special deviations from standard requirements of the Zoning Ordinance and other regulations in this area.

### **15-5-103 Business Park Zone**

Signs in the Business Park (B-P) District are subject to all standards set forth in this Title and to the following additional standards.

(1) Signs for residential uses and developments in the B-P District shall be limited to those types listed in Section 15-5-101.

(2) For office and commercial uses in the B-P District, the following additional signs are permitted:

(a) All signs listed in Section 15-5-102;

~~(b) Electronic message signs; and~~

~~(c) Neon signs.~~

(3) All signs shall be set back ten feet (10') from existing or future public street right-of-way lines. Setback shall be measured from the right-of-way line to the nearest part of the sign extending toward such line.

(4) No projection of any sign shall be allowed into the required side yard where the B-P District abuts any residential zone or residential use.

(5) The maximum area of wall signs on main buildings shall not exceed ten percent (10%) of the front face and five percent (5%) of any other building face. For the purpose of this Title, canopies over gasoline islands shall be considered accessory structures and may have wall signs incorporated into them which cover not more than twenty percent (20%) of the fascia of the roof portion of such structures.

#### **15-5-104 Commercial Zones**

For the purpose of this Section, the Commercial Districts C, C-H, and C-R are considered to be Commercial Zones. Signs in these districts are subject to all standards set forth in this Title and to the following additional standards:

(1) The following signs are permitted in Commercial Zones:

(a) All signs listed in Section 15-5-102;

~~(b) Electronic Message signs;~~

(c) Ground signs; and

(d) Neon signs.

(2) All signs shall be set back ten feet (10') from existing or future public street right-of-way lines. Setback shall be measured from the right-of-way line to the nearest part of the sign extending toward such line.

(3) Temporary signs shall not exceed sixteen (16) square feet in size.

(4) No projection of any sign shall be allowed into the required side yard where a Commercial Zone abuts any Residential Zone or residential use.

(5) The maximum area of wall signs on main buildings shall not exceed ten percent (10%) of the front face and five percent (5%) of any other building face. If no ground signs are proposed, the coverage of the front face of a building may be increased to fifteen percent (15%). For the purpose of this Title, canopies over gasoline islands shall be considered accessory structures and may have wall signs incorporated into them which cover not more than twenty percent (20%) of the fascia of the roof portion of such structures.

(6) The following provisions shall apply to ground signs:

(a) Lot frontage of at least 100 feet is required before a ground sign will be

permitted;

(b) For each commercial lot or commercial complex with between 100 feet and 300 feet of frontage on a public street, one ground sign may be allowed for each separate street frontage. For each additional 300 feet of separate street frontage, one additional ground sign may be permitted;

(c) Ground signs on individual lots, or commercial complexes, shall be separated by at least 100 feet from signs on adjacent lots. Where there are multiple signs on one lot or commercial complex such signs shall be separated by at least 200 feet;

(d) The area of a ground sign shall not exceed one square foot of area for each lineal foot of street frontage, or 200 square feet, whichever is less. This standard may be reviewed by the Planning Commission in conjunction with a Conditional Use Application and may be adjusted either up or down;

(e) The maximum height of ground signs at the minimum setback shall be twenty feet (20') above the elevation of the top of curb nearest to the sign. This height may be increased to a maximum of forty feet (40') if the sign is set back an additional 1.5 feet for each foot of height over twenty feet (20'). These standards may be reviewed by the Planning Commission in conjunction with a Conditional Use Application and may be adjusted either up or down; and

(f) On corner lots, ground signs shall be set back thirty feet (30') from the intersection of property lines.

(7) One Monument sign may be allowed for each business on a lot, or in a commercial complex, provided that a minimum separation of fifty feet (50') is maintained between such signs and they are set back a minimum of twenty-five feet (25') from side property lines.

#### **15-5-105 Light Manufacturing and Business Zone**

Signs and sign standards for the Light Manufacturing and Business (LM&B) Zone shall be as specified in Section 15-5-104 above, except neon signs are not permitted in the LM&B Zone.

#### **15-5-106 Electronic Message Sign-Overlay Zone Area**

Electronic message signs shall only be allowed in the Electronic Message Sign-Overlay Zone Area as illustrated on Exhibit A attached hereto and by this reference made a part hereof. All electronic message signs in the electronic message sign-overlay area shall be subject to all standards set forth in this Title and to the following additional standards.

(1) Electronic message signs shall be subject to the sign standards specific to the underlying zone designation of the property.

(2) Electronic message signs shall be a permanent on-premise sign and shall be limited only to ground signs and monument signs. Electronic message signs shall not include directory signs, identification signs, project identification signs, property signs, or service signs.

(3) Electronic message signs shall be a conditional use subject to all provisions of Chapter 8 of the Zoning Ordinance.



## CITY COUNCIL AGENDA

For Council Meeting:  
April 16, 2013

**PUBLIC HEARING: Consideration of Ordinance Regarding the Demolition of  
Buildings and Structures**

**ACTION TO BE CONSIDERED:**

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

**GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 8, 2013

SUBJECT: **DEMOLITIONS**

### RECOMMENDATION

Hold a public hearing and adopt the enclosed ordinance, and findings set forth below, regarding demolition of buildings and structures.

#### Findings:

1. The ordinance promotes the public welfare by maintaining the integrity and continuity of the urban fabric and economic vitality;
2. It establishes standards and an orderly and predictable process for the demolition of buildings and structures in Farmington;
3. It ensure that demolitions occur safely;
4. Utilities and other infrastructure will be better protected from damage during demolition;
5. The motion provides for enforcement of timely completion of demolition and for improvement of property following demolition to ensure the site is not detrimental to the use and enjoyment of surrounding property;
6. It provides for enforcement and maintenance of property to avoid purposeful demolition by neglect, and encourage preservation of the city's housing stock.
7. The City avoids demolition, or partial demolition, of buildings and structures in a manner that disrupts the character and development pattern of established neighborhood and business areas, which is in the public interest, by:
  - a. Requiring existing buildings to be maintained in a habitable condition until replaced by new construction, except as otherwise permitted by ordinance;
  - b. It stops the demolition of existing structures until a complete building permit application is submitted (or in some cases issued) for new construction, except as otherwise provided by the ordinance; and
  - c. It avoids the creation of vacant demolition sites with minimal or no landscaping or other improvements.

## BACKGROUND

Enclosed for City Council consideration is a proposed new Section to Chapter 28 of the Zoning Ordinance (Supplementary and Qualifying Regulations), and accompanying definitions recommended for Chapter 2 of the same Title. The proposed Section provides regulations for the demolition of building and structures, and post-demolition activity. It is suggested that new regulations regarding demolitions deal with all buildings and structures, not just Historic Resources as set forth in Chapter 39 of the Zoning Ordinance; and the review and approval for demolitions will be executed by the Zoning Administrator and/or the Building Official. The evolution of the text changes since the last review by the City Council will be further discussed at the meeting. These changes are intended to reduce blight, disinvestment, and protect the property rights and values of abutting and nearby owners.

Additionally, the agenda item also includes changes to Chapter 39 regarding "Deterioration by Neglect" and "Practical Difficulty". And in response to Planning Commission input, information regarding economic hardship was also added to the changes.

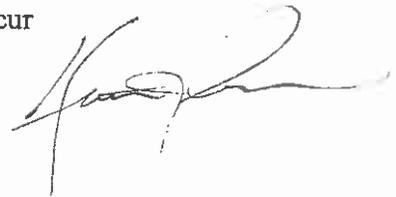
Respectively Submitted



David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager



**FARMINGTON, UTAH**

**ORDINANCE NO. 2013 -**

**AN ORDINANCE ENACTING SECTION 11-28-230 AND DEFINITIONS IN SECTION 11-2-020 AND AMENDING CHAPTER 39 (HISTORIC BUILDINGS AND SITES) ALL REGARDING DEMOLITION OF BUILDINGS AND STRUCTURES AND ALL AS SET FORTH IN THE FARMINGTON CITY ZONING ORDINANCE**

**WHEREAS**, the Planning Commission has held a public hearings regarding the text changes related to demolitions and recommended that this ordinance be approved by the City Council; and

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

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

**Section 1. Enactment.** Section 11-28-230 and definitions 11-2-020(32) and (33), Title 11 of the Farmington City Code, are hereby enacted to read in there entirety as set forth in Exhibit "A" attached hereto and by this reference made part hereof

**Section 2. Amendment.** Chapter 39 Historic Buildings and Sites, Title 11 of the Farmington City Code, is hereby amended to read in its entirety as set forth in Exhibit "B" attached hereto and by this reference made part hereof

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

**Section 4. Effective Date.** This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 16th day of April, 2013.

**FARMINGTON CITY**

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Scott C. Harbertson  
Mayor

**ATTEST:**

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Holly Gadd  
City Recorder

## EXHIBIT "A"

### Section 11-28-230 Demolitions

(a) Purpose and Intent.

The purpose of this Section is to: promote the public welfare by maintaining the integrity and continuity of the urban fabric and economic vitality; establish standards and an orderly and predictable process for the demolition of buildings and structures in Farmington; ensure that demolitions occur safely; protect utilities and other infrastructure from damage during demolition; provide for enforcement of timely completion of demolition and for improvement of property following demolition to ensure the site is not detrimental to the use and enjoyment of surrounding property; provide for enforcement and maintenance of property to avoid purposeful demolition by neglect; and encourage preservation of the city's housing stock.

A primary intent of Farmington City with respect to this Section is to avoid demolition, or partial demolition, of buildings in a manner that disrupts the character and development pattern of established neighborhood and business areas. Accordingly, the City finds that it is in the public interest to: require existing buildings to be maintained in a habitable condition until replaced by new construction, except as otherwise permitted by this code; avoid demolition of existing structures until a complete building permit application is submitted for new construction, except as otherwise provided in this Section; and avoid creation of vacant demolition sites with minimal or no landscaping or other improvements.

To help achieve this purpose and intent, any demolition permit application for a demolition, or a partial demolition, shall conform to standards for building permit applications contained in Farmington City Code; and provisions of the International Building Code related to demolitions, including but not limited to the International Residential Code. After all the information required by this Section is received by the City, the Community Development Department may consider an application for demolition or partial demolition.

(b) Permit Required. It is unlawful to demolish, or partially demolish, any building or structure in the city, or cause the same to be demolished, without first obtaining a permit for demolition or partial demolition of each such building or structure from the city building official as provided in this Section.

(c) Application for Permit. To obtain a permit for demolition, or partial demolition, an applicant shall pay all applicable fees and submit an application in writing on a form furnished by the Building Official for that purpose. Each application shall:

(1) Identify and describe the type of work to be performed under the permit;

- (2) State the address of the structure or building to be demolished;
  - (3) Describe the building or structure to be demolished;
  - (4) Identify the approximate date of commencement and completion of demolition;
  - (5) Indicate if fences, barricades, scaffolds or other protections are required by any city code for the demolition and, if so, their proposed location and compliance;
  - (6) State whether fill material will be required to restore the site to level grade after demolition and, if required, the approximate amount of fill material;
  - (7) If the building or structure to be demolished contains any dwelling units,
  - (8) State the proposed use of the premises following demolition. If new construction is proposed following demolition, state the anticipated start date and whether any development applications have been submitted to and/or approved by the city.
  - (9) The permit shall be signed by the party or the party's authorized agent requesting the permit. A signature on the permit application constitutes a certification by the signee that the information contained in the application is true and correct.
  - (10) The fee for a demolition permit application shall be as shown on the Farmington City consolidated fee schedule.
  - (11) An excavation permit must be obtained, if applicable, prior to issuance of a demolition permit.
- (d) Issuance of Demolition Permit for a Main Building.
- (1) Except as otherwise provided in subsection (4) of this section, a demolition permit shall be issued only upon compliance with subsections (2) and (3) of this section, if applicable, and if:
    - (i) A complete building permit application for a use replacing the demolished building or structure has been submitted to Community Development Department; and in the case of a replacement use for a dwelling, that is not a multiple family dwelling, the building permit must be issued; or

- (ii) The Building Official or Fire Marshal orders immediate demolition: Due to an emergency as provided in Uniform Code for the Abatement of Dangerous Buildings; or because the premises have been damaged beyond repair because of a natural disaster, fire, or other similar event; or
  - (iii) The Building Official or Fire Marshal authorizes immediate demolition because clearing of land is necessary to remove a nuisance as defined in section 76-10-801 et seq., Utah Code Annotated or its successor.
- (2) Unless a building permit has been issued for one or more new buildings or structures located on the same site as the demolished building or structure, within thirty (30) days after demolition is completed, landscaping shall be installed on the property according to the standards set forth Chapter 7 of this Title.
- (i) Timely and proper installation and maintenance of landscaping shall be assured by a bond filed with the City.
  - (ii) Required landscaping shall remain in place and shall be maintained until new construction is commenced on the subject property and may be removed to facilitate such construction. Thereafter, replacement landscaping shall be installed as may be required by the Farmington City Code.
  - (iii) Notwithstanding the thirty (30) day requirement in this subsection (2), installation of landscaping may be delayed due to weather conditions so long as landscaping is completed within six (6) months after demolition and the property owner escrows funds sufficient to assure installation of landscaping as determined by the Community Development Department.
- (3) If the proposed demolition of the Main Building involves the demolition or partial demolition of any Historic Resource, contributing structure, or a structure located in a historic district or on the Farmington Landmark Register, as provided in Chapter 39 of this Title (Historic Buildings and Sites), or its successor, subsection (e) of this Section shall apply.
- (4) Notwithstanding contrary provisions of this section, a demolition permit for a building or structure may be issued if the Community Development Director certifies that the land on which the building or structure is located:

- (i) **A. Is subject to a master plan that envisions redevelopment of the land unless removal of the building or structure is inconsistent with the master plan;**
  - B. Is being assembled for redevelopment purposes; and**
  - C. Is part of a larger area being joined to create one or more larger parcels of developable land in order to implement the master plan;**  
or
- (ii) **If the demolition permit is for a dwelling that is not a multiple family dwelling which:**
  - A. Is a nonconforming use as provided by relevant provisions of Title 11 "Farmington City Zoning Ordinance", of this Code; or**
  - B. Is located on property for which an applicable master plan or the current zoning envisions exclusive nonresidential use; and**
- (iii) **If a building permit for new construction is not issued within eighteen (18) months after demolition occurs pursuant to subsections (i) of this section, landscaping shall be installed as provided in subsection (d)(2) of this Section.**

**(e) Historic Resources.** If the proposed demolition involves the demolition or partial demolition of any Historic Resource, contributing structure, or a structure located in an historic district or on the Farmington Landmark Register, as provided in Chapter 39 of this Title (Historic Buildings and Sites), or its successor, a demolition permit shall be issued only upon compliance with applicable provisions of that Chapter or its successor.

**(f) Demolition by Neglect.** A property owner shall not neglect a building or structure to the point that the building or structure fails to substantially conform to applicable standards of the state construction code and Section 11-39-107 of this Title.

**(i) Expiration.** Unless there is substantial action under a demolition permit within a 180 days from the date of Zoning Administrator and/or Building Official approval, the permit shall expire. Substantial action shall be demonstrated by obtaining a demolition permit and demolishing the structure.

**(j) Revocations.** Any violation of a demolition permit, any conditions thereof, or any requirement of this Title shall be grounds for the review and possible revocation of a demolition permit by the Zoning Administrator and/or Building Official.

(k) **Appeal.**

- (1) **An appeal of an action or decision of the Zoning Administrator made in the administration of this Section shall be made to the City Council.**
  - (i) **Such appeals must be taken within fifteen (15) days of the action or decision by filing a written notice with the City Manager, specifying the grounds for appeal. Only those grounds specified in the appeal shall be considered by the City Council.**
  - (ii) **An appeal stays all proceedings in furtherance of the action appealed from unless the Zoning Administrator certifies to the City Council that, by reason of fact stated in the certificate, a stay would cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by restraining order which may be granted by the appropriate appeal body or by the District Court on application and notice and on due cause shown.**
  - (iii) **The City Council shall schedule a public hearing to hear the appeal. Notice of the hearing shall be given at least fifteen (15) days prior to the hearing. Notice of the hearing shall be made as required by law. The City Council may modify the order, requirement, decision or determination appealed from and may make such determination as ought to be made and to that end shall have all the powers of the Zoning Administrator. A concurring vote of a simple majority of the total membership of the Council shall be necessary to act on the appeal.**
  - (iv) **Any person aggrieved by or affected by any decision of the City Council may have and maintain a plenary action for relief therefrom in any court of competent jurisdiction; provided, petition for such relief is presented to the Court within thirty (30) days after the rendering of such decision.**
- (2) **Any appeal of an action or decision of the Building Official made in administration of this Section shall be appealed as set forth Chapter 8 of the Title 10 of the Farmington City Code, and as set forth in the International Building Code including but not limited to the International Residential Code.**

**11-2-020 Definitions.**

(32) **Demolition.** Any dismantling, intentional **destruction**, or removal of public or private structures, sites, surfaces, utilities, or other improvements, **except** partial demolitions.

(33) **Partial Demolition.** Any act which destroys a portion of a structure consisting of not more than twenty five percent (25%) of the floor area of the structure; and in the case of an Historic Resource on the Farmington Historic Landmark Register or Farmington Historic Sites List where the portion of the structure to be demolished is not readily visible from the street—and also includes the demolition or removal of additions or materials not of the historic period on any exterior elevation exceeding twenty five percent (25%) when the demolition is part of an act of restoring original historic elements of a structure and/or restoring a structure to its historical mass and size.

## EXHIBIT “B”

### CHAPTER 39

#### HISTORIC BUILDINGS AND SITES

- 11-39-101 Purpose
- 11-39-102 Definitions
- 11-39-103 Historic Preservation Commission
- 11-39-104 Farmington Historic Sites List
- 11-39-105 Farmington Historic Landmark Register
- 11-39-106 Standards for Rehabilitation
- 11-39-107 Deterioration by Neglect
- 11-39-108 Practical Difficulty
- 11-39-1079 Appeals

#### 11-39-101 Purpose

Farmington City (the “City”) recognizes that the historical heritage of the community is among its most valued and important assets. It is the intent of the City to identify, preserve, protect, and enhance historic buildings, sites, monuments, streetscapes and landmarks within the City deemed architecturally or historically significant. By protecting such historically significant sites and structures, they will be preserved for the use, observation, education, pleasure and general welfare of the present and future residents of the City.

#### 11-39-102 Definitions

For the purposes of this Chapter, the following terms and words and their derivations shall have the meaning as given herein. Words not included herein or in the building code shall be given their usual meaning as found in the English dictionary, unless the context of the words clearly indicates a different meaning.

“Certificate of Historic Appropriateness” – A document evidencing approval by the Historic Preservation Commission of an application to make a material change in the appearance of a designated Historic Resource.

“Exterior Architectural Features” – The architectural style, general design and general arrangement of the exterior of a building, structure or object, including but not limited to the kind of texture of the building material and the type and style of windows, doors, signs and other appurtenant architectural fixtures, details or elements relative to the foregoing.

“Exterior Environmental Features” – All those aspects of the landscape or the development of a site which affect the historic character of the property.

“Important” – Marked by or indicative of significant worth or consequence.

“Historic Resource” - Any building, structure, object, site or district listed on the City’s Historic Sites List or the Historic Landmarks Register.

“Material Change in Appearance” – A change to a building or Historic Resource that would affect the exterior architectural or environmental features of a Historic Resource, such as:

1. Reconstruction or alteration of the size, shape or façade of a Historic Resource, including relocation of any doors or windows or removal or alteration of any architectural features, details or elements;
2. Demolition or relocation of a Historic Resource;
3. Commencement of excavation for construction purposes; or
4. The erection, alteration, restoration or removal of any building or Historic Resource, including walls, fences, steps and pavements or other appurtenant features except exterior paint alterations.

“Major Alteration” – A change or alteration to a building or Historic Resource that would destroy the historic integrity including, but not limited to, changes in pitch of the main roof, enlargement or enclosure of windows on the principal facades, addition of upper stories or the removal of original upper stories, covering exterior walls (except adobe) with non-historic materials, moving the Historic Resource from its original location to one that is dissimilar to the original, or additions which significantly detract from or obscure the original form and appearance of the Historic Resource when viewed from a public right-of-way.

“Positioning” – The placement of a Historical Resource on a property or its placement relative to other structures and/or landmarks in the general vicinity.

“Reconnaissance Level Survey” – A visual evaluation of a large portion of properties in a community for the purpose of providing a “first cut” of buildings that may, based on their age and integrity, be eligible for listing in the National Register of Historic Places. The evaluation rating of potential sites and Historic Resources shall be given one of the following ratings:

- A – Eligible/Significant: built within the historic period and retains integrity; excellent example of a style or type; unaltered or only minor alterations or additions; individually eligible for National Register of Historic Places under criterion “C”; also, buildings of known historical significance.
- B – Eligible: built within the historic period and retains integrity; good example of a style or type, but not as well-preserved or well-executed as “A” buildings; more substantial alterations or additions than “A”

buildings, though overall integrity is retained; eligible for National Register of Historic Places as part of a potential historic district or primarily for historical, rather than architectural, reasons.

C – Ineligible: built during the historic period but has undergone Major Alterations or additions; no longer retains integrity.

D – Out-of-period: constructed outside the historic period.

“Scale” – The distinctive relative size, extent or degree of a Historic Resource.

“Significant” – Having or likely to have influence and effect.

### **11-39-103 Historic Preservation Commission**

The Historic Preservation Commission, created pursuant to Farmington City Code §3-03-040, as amended, shall provide advisory assistance to the City regarding the implementation of the provisions of this Chapter.

### **11-39-104 Farmington Historic Sites List**

(a) Created. There is hereby created a Farmington Historic Sites List (the “List”), which shall serve as a means of providing recognition to and encouraging the preservation of Historic Resources in the City. The List shall be prepared and maintained by the Historic Preservation Commission and filed with the City Recorder's Office.

(b) Contents. The List shall describe each Historic Resource, the date or approximate date of its construction the date during which its historic significance was established, the reason for including it on the List, and the name and address of the current owner as shown on the records of the Davis County Recorder.

(c) Criteria. The Historic Preservation Commission may designate any building, structure, object, site or district to the List as a Historic Resource in accordance with the procedures set forth herein if it is determined by the Historic Preservation Commission that the Historic Resource meets all of the following criteria:

- (1) It is located within the official boundaries of the City; and
- (2) It is at least fifty (50) years old; and
- (3) There are no Major Alterations or additions that have obscured or destroyed the significant historic features.

(d) Designation Procedures. The Historic Preservation Commission is charged with designating properties to and maintaining the List. The List shall reference any research related to the Historic Resource and a copy of the List shall be kept in the

Historic Preservation Commission's historic sites files. The historic sites files shall be open to the public in accordance with the Farmington City Government Records Access and Management Ordinance. This List shall be reviewed and Historic Resources shall be added or deleted as appropriate on, at minimum, a yearly basis by the Historic Preservation Commission. The List should include all Historic Resources located within the City that meet the minimum requirements set forth below:

- (1) Rate an "A" or "B" on a professional Reconnaissance Level Survey;
  - (2) Are deemed "A" or "B" by the Historic Preservation Commission (for properties outside of a surveyed area);
  - (3) Any Historic Resource that does not meet the "A" or "B" criteria established by the National Register of Historic Places, but is of exceptional importance to Farmington's history; or
  - (4) Any Historic Resource that has undergone Major Alterations or has been destroyed. Markers may be placed on these sites with City Council approval.
- (e) Results of Designation.
- (1) Certificate. The owner of an officially designated Historic Resource may obtain a historic site certificate from the Historic Preservation Commission. The certificate shall contain the historic name of the property, the date of designation, and signatures of the Mayor and the Historic Preservation Commission Chairperson.
  - (2) Demolition or Partial Demolition. Applications for a demolition of an Historic Resource on the List shall be subject to the standards and process set forth in Chapter 28 of the Zoning Ordinance.
  - (23) Major Alterations, Demolitions, or Partial Demolitions. If a Historic Resource is to be demolished, partially demolished, or undergo Major Alterations, efforts shall be made by the Historic Preservation Commission to document its physical appearance before that action takes place.
    - a. The City shall delay issuing a demolition permit or building permit for a maximum of ten (10) calendar days and shall notify a member of the Historic Preservation Commission, who will take responsibility for the documentation.

- b. Documentation shall include, at a minimum, exterior photographs of all elevations of the Historic Resource. When possible, both exterior and interior measurements of the building will be made in order to provide an accurate floor plan drawing of the building.
- c. A **building permit or** demolition permit shall be issued after a period ten (10) calendar days from the initial date of permit application whether or not the Historic Preservation Commission has documented the building. The permit may be issued earlier if the Historic Preservation Commission has completed its documentation before the ten (10) day deadline.
- d. Documentation shall be kept in the Historic Preservation Commission's historic sites files, which shall be open to the public in accordance with the Farmington City Government Records Access and Management Ordinance.

(f) **Removal of Properties.** If, after review and consideration by the Historic Preservation Commission, it is determined that a Historic Resource no longer meets the criteria for listing, the Historic Preservation Commission may remove the Historic Resource from the List.

#### **11-39-105 Farmington Historic Landmarks Register**

(a) **Created.** There is hereby created a Farmington Historic Landmarks Register (the "Register"), which shall provide further recognition of significant Historic Resources; provide protection for Historic Resources as set forth in this Chapter; and may qualify owners of Historic Resources to special assistance from the City as may be determined by the City Council in its sole discretion. The Register shall be prepared and maintained by the Historic Preservation Commission in accordance with the provisions set forth in this Chapter. A Notice of Listing shall be filed for each property listed on the Register with the City and recorded in the office of the Davis County Recorder.

(b) **Contents.** The Register shall describe each Historic Resource, the date or approximate date of its construction, the date during which its historic significance was established, the qualifications for including it on the Register, and the name and address of the current owner of the property as shown on the records of the Davis County Recorder.

(c) **Criteria.** Any building, structure, object, or district may be designated to the Register in accordance with the procedures set forth herein if it meets all the criteria set forth below:

- (1) It is located within the corporate boundaries of Farmington City.

- (2) It is currently listed in the National Register of Historic Places (the “*National Register*”), or it has been officially determined eligible for listing in the National Register under the criteria of 36 C.F.R. 60.4, as amended.
- (3) Historic Resources shall also meet at least two (2) of the following criteria:
  - a. It is an easily identifiable visual feature of its neighborhood or the City because of its positioning, location, age, scale or style, and it contributes to the distinctive quality or identity of its area in such a way that its absence would negatively affect the area’s sense of place;
  - b. It figures importantly into Farmington’s founding or development through its uses, especially public uses;
  - c. It is associated with persons significant in the founding or development of Farmington, especially the earliest settler families (1847-1900);
  - d. It is associated with events that have made a significant contribution to the founding or development of Farmington;
  - e. It illustrates an important architectural form, style, or building technique, especially as an example of “local vernacular” (e.g. single & two-story rock/adobe homes; simple brick Victorians) or as a singular example of form, style, or technique within the City;
  - f. It has been used as a way-finding landmark for at least 50 years; or
  - g. It has yielded, or may be likely to yield, information important in prehistory or history (e.g. archeological sites).
- (4) If a Historic Resource does not meet at least two (2) of the criteria of Subsection (2) above, but is of exceptional importance to Farmington’s history and the owner of the property wishes to have it designated as a Historic Resource on the Register, the Historic Preservation Commission may review the request and, if deemed suitably significant, may recommend to the City Council that the Historic Resource be added to the Register.

(d) Notification. The owner of the Historic Resource shall be notified in writing either by certified mail or hand delivery of proposed action to designate the Historic Resource to the Register and shall be invited to attend the Historic Preservation Commission meeting in which the designation will be discussed.

(e) Designation.

- (1) Official designation proceedings shall begin with submittal of a written request for designation by either the property owner or a member of the Historic Preservation Commission. The request shall identify the property by its address and historic name, give the date the property was listed in the National Register or officially determined eligible, and include a statement summarizing the property's significance to the City. This official request may be preceded by informal contacts with the property owner by Historic Preservation Commission members, private citizens, local officials, or others regarding designation of the property.
- (2) Upon written request for designation, the Historic Preservation Commission Chairperson shall arrange for the designation to be considered at the next Historic Preservation Commission meeting, which shall be held at a time not to exceed thirty (30) days from the date the designation request was received.
- (3) A decision by the Historic Preservation Commission shall be based on whether the property meets the criteria for designating properties to the Register as set forth in Section 11-39-105 (c). The Historic Preservation Commission shall forward its recommendation in writing to the City Council within fourteen (14) days of the decision.
- (4) The City Council may, by adoption of an appropriate ordinance, designate a Historic Resource to the Register. The owner of the Historic Resource shall be notified at least three (3) days prior to the City Council meeting at which the ordinance will be considered and shall be allowed to address the Council with regard to the designation. Following designation, a notice of such shall be mailed to the owners of record together with a copy of Chapter 39 of the City code.
- (5) A Historic Resource which, in the opinion of the Historic Preservation Commission, no longer meets the criteria for eligibility may be removed from the Register after review and recommendation by the Historic Preservation Commission and the adoption of an appropriate ordinance by the City Council.

(6) Upon official adoption of a designating or removal ordinance, the Historic Preservation Commission shall record the ordinance with both the City Recorder's Office and the County Recorder's Office to indicate such designation or removal on the official records thereof.

(f) Result of Designation.

(1) An owner of a Historic Resource listed on the Register may seek assistance from the Historic Preservation Commission in applying for grants or tax credits for rehabilitating the owner's properties.

(2) Proposed repairs, alterations, additions, relocation or demolitions to Historic Resources listed on the Register requiring a building permit are subject to review by the Historic Preservation Commission and shall receive a "Certificate of Historic Appropriateness" prior to issuance of a building permit. The purpose of this review is to ensure the preservation of Historic Resources to the greatest extent reasonably possible.

a. Any application for a building permit pertaining to a Historic Resource designated on the Register shall be forwarded by the Zoning Administrator to the Historic Preservation Commission for its determination prior to the issuance of the requested permit.

b. At its next scheduled meeting, the Historic Preservation Commission shall review the application and proposed work for compliance using the United States Secretary of the Interior's Standards for Rehabilitation, (the "Standards") as set forth in Section 11-39-106 of the Farmington City Code.

c. The Historic Preservation Commission's determination shall be forwarded within three (3) days to the Zoning Administrator for review. If the Historic Preservation Commission denies or requires significant revisions to a permit application, the determination shall indicate of the specific "Standards" on which the decision of the Historic Preservation Commission is based and, where appropriate, shall provide a brief explanation setting forth the reasons for the determination. Copies of the determination shall be forwarded by the Zoning Administrator to the property owner.

- d. The Zoning Administrator shall upon receipt of the Historic Preservation Commission's determination, process the permit as set forth in this section. Projects which, as determined by the Historic Preservation Commission, are consistent with the Standards shall be issued a Certificate of Historical Appropriateness which authorizes the building permit to be issued upon compliance with all other applicable requirements of this Title or any other applicable ordinance.
- e. An applicant whose submittal does not comply with the Standards may, for a period of sixty (60) days, meet with the Historic Preservation Commission, together with the Zoning Administrator, to explore means for proper repair, alteration or addition to the Historical Resource which are consistent with the Standards, which may include the following:
  - i. Feasibility of modifications to the plans;
  - ii. Feasibility of alternative uses of the Historic Resource;
  - iii. Feasibility of acquiring easements and/or variances;
  - iv. Feasibility of acquiring financial or other forms of assistance from preservations organizations.
- f. If no approval is granted within the initial sixty (60) days, the Historic Preservation Commission may grant an extension of an additional sixty (60) days. If no approval is granted at the conclusion of one hundred twenty (120) days, the Certificate of Historic Appropriateness shall be denied if the Standards for Rehabilitation cannot be met and the requested building permit shall not be issued by the Zoning Administrator.
- g. A decision by the Historic Preservation Commission approving or denying a Certificate of Historic Appropriateness for the relocation of a Historic Resource shall be guided by the following criteria:
  - i. How the historic character and aesthetic interest the Historic Resource contributes to its present setting;

- ii. Whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area will be;
  - iii. Whether the Historic Resource can be relocated without significant damage to its physical integrity; and
  - iv. Whether the proposed relocation area is compatible with the historical and architectural character of the Historic Resource.
- h. A decision by the Historic Preservation Commission approving or denying a Certificate of Historic Appropriateness for the demolition of a Historic Resource listed on the Register shall be guided by the following criteria:
- i. The historic, scenic or architectural significance of the Historic Resource;
  - ii. The importance of the resource to the character of the neighborhood or City;
  - iii. The difficulty or the impossibility of reproducing the Historic Resource because of its design, texture, material, detail, or unique location;
  - iv. Whether the Historic Resource is one of the last remaining examples of its kind in the neighborhood or City;
  - v. Whether there are definite plans for use of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be;
  - vi. Whether reasonable measures can be taken to save the Historic Resource from deterioration or collapse; and
  - vii. Whether the Historic Resource is capable of being used to earn a reasonable economic return on its value.

- i. A Certificate of Historical Appropriateness shall become void unless construction authorized by a building permit is commenced within one hundred eighty (180) days after issuance of the certificate.
- (3) Ordinary maintenance and repair of any exterior architectural or environmental feature in or on a Historic Resource to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material or outer appearance thereof, does not require a Certificate of Historic Appropriateness.
- ~~(4) An owner of a Historic Resource listed on the Register shall not allow any building to deteriorate by failing to provide ordinary maintenance or repair. The Historic Preservation Commission shall be charged with the following responsibilities regarding deterioration by neglect:
  - a. ~~The Historic Preservation Commission shall monitor the condition of Historic Resources to determine if any Historic Resource is being allowed to deteriorate by neglect. Conditions such as broken windows, doors and exterior openings which allow the elements to enter or otherwise become an attractive nuisance, or the deterioration of a Historic Resource's structural system shall constitute failure to provide ordinary maintenance or repair.~~
  - b. ~~In the event the Historic Preservation Commission determines there is a failure to provide ordinary maintenance or repair, the Historic Preservation Commission shall notify the owner of the Historic Resource and set forth the steps which need to be taken to remedy the situation. The owner of the Historic Resource shall have thirty (30) days to make necessary repairs.~~
  - c. ~~In the event that the condition is not remedied in thirty (30) days, the Historic Preservation Commission may recommend to the City Council that penalty fines be imposed as provided in Chapter 38, "Enforcement and Penalties", of this Title.~~~~
- ~~(5) When, by reason of unusual circumstance, the strict application of any provision of Section 11-39-105 (c) if this chapter would result in the exceptional practical difficulty or undue economic hardship upon any owner of a Historic Resource, the City Council, with recommendation from the Historic Preservation Commission, shall have the power to modify strict provisions, so as to relieve such~~

~~difficulty or hardship, provided such modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the Historic Resource, shall be conserved and substantial justice done. In granting modifications, the City Council, with or without recommendation from the Historical Preservation Commission, may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Chapter. Undue hardship shall not include a situation of the person's own making.~~

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~~(6) A person who alleges that action by the Historic Preservation Commission or the City will result in an unconstitutional taking of property may request a review thereof as provided in the Farmington City Code.~~

(g) Enforcement. Failure to follow the procedure for acquiring a Certificate of Historical Appropriateness may result in the Zoning Administrator issuing a stop-work order while a review is conducted. The review will determine if revocation of a conditional use permit granted for a use associated with the Historic Resource revocation of building permits and/or other penalty fines are necessary as per Chapter 38, "Enforcement and Penalties", of this Title.

- (1) Failure to follow the procedure set forth in this Chapter for acquiring a Certificate of Historic Appropriateness may result in removal of the Historic Resource from the Register and the National Register, thus rendering the property ineligible for federal, state, and City tax credits, grant and loan programs.
- (2) In addition, if the Historic Resource has received land use entitlements as a result of its placement on the Register, the City may consider the revocation of such entitlements and/or the acceleration of any debt issued by the City as part of a program of Historic Preservation/Rehabilitation consistent with applicable law.

#### **11-39-106 Standards for Rehabilitation.**

The following "Standards for Rehabilitation" shall be used when determining the historic appropriateness of any application pertaining to a Historic Resource:

(a) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

(b) The historic character of a property shall be retained and preserved. The removal of historic materials or alterations of features and spaces that characterize a property shall be avoided.

(c) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

(d) Most properties change over time; those changes that have acquired historical significance in their own right shall be retained and preserved.

(e) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

(f) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

(g) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

(h) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

(i) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(j) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

#### **11-39-107 Deterioration by Neglect**

**An owner of a Historic Resource listed on the List or the Register shall not allow any building to deteriorate by failing to provide ordinary maintenance or repair. The Historic Preservation Commission shall be charged with the following responsibilities regarding deterioration by neglect:**

(a) **The Historic Preservation Commission shall monitor the condition of** Historic Resources to determine if any Historic Resource is being allowed to deteriorate by neglect. **Conditions such as broken windows, doors and exterior openings which allow the elements to enter or otherwise become an attractive nuisance, or the deterioration of a Historic Resource’s structural system shall constitute failure to provide ordinary maintenance or repair.**

(b) **In the event the Historic Preservation Commission determines there is a failure to provide ordinary maintenance or repair, the Historic Preservation Commission shall notify the owner of the Historic Resource and set forth the steps which need to be taken to remedy the situation. The owner of the Historic Resource shall have thirty (30) days to make necessary repairs.**

(c) **In the event that the condition is not remedied in thirty (30) days, the Historic Preservation Commission may recommend to the City Council that penalty fines be imposed as provided in Chapter 38, “Enforcement and Penalties”, of this Title.**

#### **11-39-108 Practical Difficulty**

(a) **When, by reason of unusual circumstance, the strict application of any provision of Sections 11-39-104(d) and 11-39-105 (e) of this chapter would result in the exceptional practical difficulty or undue economic hardship upon any owner of a Historic Resource, the City Council, with recommendation from the Historic Preservation Commission, shall have the power to modify strict provisions, so as to relieve such difficulty or hardship; provided such modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the Historic Resource, shall be conserved and substantial justice done. In granting modifications, the City Council, with or without recommendation from the Historical Preservation Commission, may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Chapter. Undue hardship shall not include a situation of the person’s own making.**

- (1) **Definition And Determination Of Economic Hardship:** The determination of economic hardship shall require the applicant to provide evidence sufficient to demonstrate that the application of the standards and regulations of this section deprives the applicant of all reasonable economic use or return on the subject property.
- (2) **Standards For Determination Of Economic Hardship:** Farmington City may at its sole discretion solicit expert testimony and/or require that the applicant make submission concerning any or all of the information set forth below before it makes a determination. Such material may include, but is not limited to:

- a. **The applicant's knowledge of the designation and the applicant's knowledge or the condition of the property at time of purchase and the applicant's plan for the property at time of purchase;**
- b. **The current level of economic return on the property as considered in relation to the amount paid for the property; the annual gross and net income, if any, for the property; remaining balance on any financing secured by the property and annual debt service, if any; real estate taxes; appraisals (no older than 6 months); fair market value; form of ownership; and federal and state income taxes related to the property.**
- c. **The marketability of the property for sale or lease. This determination can include testimony and relevant documents regarding: any real estate broker or firm engaged to sell or lease the property; reasonableness of the price or rent sought by the applicant; and any advertisements placed for the sale or rent of the property.**
- d. **The infeasibility of a use or alternative uses that can earn a reasonable economic return in the case of income producing properties for the property as considered in relation to the following:**
  - i. **a report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.**
  - ii. **Estimate of the cost of the proposed construction, alteration, demolition or removal, and an estimate of any additional cost that would be incurred to comply with the decision of the historic landmark commission concerning the appropriateness of proposed alterations.**
  - iii. **Estimated market value of the property in the current condition after completion of the demolition and proposed new construction; and after renovation of the existing property for continued use.**
  - iv. **The testimony of an architect, developer, real estate consultant, appraiser, or other professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.**

- e. Economic incentives and/or funding available to the applicant through federal, state, city, or private programs.
- f. Description of past and current use.
- g. An itemized report that identifies what is deficient if the building does not meet City building code, and information as to the cause of the building's current condition.
- h. Consideration of conditional use options, variances or financial incentives to alleviate hardship.
- i. The City and the applicant may submit additional evidence relevant to the issue and determination of economic hardship for review and consideration.

(b) A person who alleges that action by the Historic Preservation Commission or the City will result in an unconstitutional taking of property may request a review thereof as provided in the Farmington City Code.

#### **11-39-1079 Appeals**

(a) Any person adversely affected by any final decision of the Zoning Administrator in the administration of this Chapter may appeal such decision as set forth in section 11-5-106 of the Zoning Ordinance.

(b) Any person adversely affected by any final decision of the Historic Preservation Commission in the administration of this Chapter may appeal such decision to the City Council in accordance with the provisions of this Section.

- (1) Appeals shall be taken within fifteen (15) days of a written decision by filing a written notice with the City Manager, specifying the grounds for appeal. Only grounds specified in the appeal shall be considered by the Council.
- (2) An appeal stays all proceedings in furtherance of the action appealed from unless the Historic Preservation Commission certifies to the City Council that, by reason of fact stated in the certificate, a stay would cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by restraining order which may be granted by the appropriate appeal body or by the District Court on application and notice and on due cause shown.
- (3) The City Council shall schedule a public hearing to hear the appeal. Notice of the hearing shall be given at least fifteen (15)

days prior to the hearing. Notice of the hearing shall be made as required by law. The City Council may modify the order, requirement, decision or determination appealed from and may make such determination as ought to be made and to that end shall have all powers of the Historic Preservation Commission. A concurring vote of a simple majority of the total membership of the Council shall be necessary to act on the appeal.

(c) Any person adversely affected by any final decision of the City Council designating a Historic Resource to the Register, or regarding an appeal from a decision of the Historic Preservation Commission in the administration of this Chapter may have and maintain a plenary action for relief therefrom in a court of competent jurisdiction; provided a petition for such relief is presented to the Court within thirty (30) days after the rendering of such decision.

Chapter 39 Enacted 2/19/97, Ord. 97-11  
Amended 8/5/08, Ord.2008-40

CITY COUNCIL AGENDA

For Council Meeting:  
April 16, 2013

**S U B J E C T: Discussion of Temporary Revision to Miss Farmington Pageant**

**ACTION TO BE CONSIDERED:**

To move forward with the temporary revisions (detailed in the attached document) regarding the process and scoring for the Miss Farmington Program 2013.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Neil Miller.

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Closed Meeting Staff Report

To: Honorable Mayor and City Council  
From: Neil Miller, Parks and Recreation Director  
Date: April 3, 2013

**SUBJECT: TEMPORARY REVISION TO MISS FARMINGTON 2013**

### RECOMENDATION

To move forward with the temporary revisions (detailed in the attached document) regarding the process and scoring for the Miss Farmington Program 2013.

### BACKGROUND

In late January we began pursuing contestants for our Miss Farmington Pageant. The number of interested young ladies was a great deal smaller than in past years. As a result we had 3 contestants apply and turn in contracts to become contestants. In the past. Typically we have had upwards of 7 contestants, only one year, in 2009, we had a lower than usual number of 4 contestants.

We are hesitant to forgo the pageant this year for fear of the consequences of bringing it back to life after momentum has been lost. In addition the 3 young ladies, who applied, have already worked so hard, showing exceptional commitment and dedication. We reached out to the Miss Utah Board for guidance. We were told that this has become a new hurdle in a number of local pageants due to the change in age for young women to serve missions for the LDS Church. In speaking with the Executive Director, Renita Revill, she did advise that there is a provision in the contract to temporarily allow a pageant to remain a part of the Miss Utah/Miss America program without holding a traditional pageant. There is however a requirement that there must still be a type of a competition to name Miss Farmington.

Respectfully Submitted

Review and Concur

  
Neil Miller  
Parks and Recreation Director

  
Dave Millheim  
City Manager

# Miss Farmington 2013

## Proposed process and scoring system

### Areas of Competition

- **Talent**
  - **Proposed Date:** May 15, 2013
  - **Judges Panel:** 3-5 judges, performance backgrounds, outside of Farmington
  - **Scoring:** 20%
  
- **Interview**
  - **Proposed Date:** May 18, 2013
  - **Judges panel:** Mayor, 2 members of City Council, 2 people from outside of Farmington.
  - **Scoring:** Two scores will come from interview and the interview paperwork
    - Overall Interview = 30%
      - Will be judged with the same criteria as interviews have been conducted in the past
    - Community Service = 25%
      - Will be judged with the same criteria as the Community Service contest has been judged in the past
  - **Time:** 15 minutes. Time increase from 10 minutes will be to allow for time to cover community service as well as general topics
  - **Award:** Community Service, 1 overall winner based on Community Service scoring, \$500 scholarship
  
- **Essay**
  - **Proposed Date:** May 13, 2013
  - **Judges Panel:** 3 outside of Farmington
  - **Scoring:** 25%
  - **Topic:** "What the title of Miss Farmington means to me"
  - **Award:** 1 overall winner, \$500 scholarship

### Royalty

- **Miss Farmington:** based on overall score of the above competition areas – \$2000
- **2 attendants :** awarded to the remaining contestants, equal status, \$800 each
- **Responsibilities:** Upon completion of the announcement of awards the 2013 Royalty will be expected to follow through with the activities and events throughout the year in the same capacity that the previous Miss Farmington Royalties have executed. See Miss Farmington Contract 2013 & General Expectations 2013 for details.

CITY COUNCIL AGENDA

For Council Meeting:  
April 16, 2013

**S U B J E C T:** Discussion of Street Light Study

**ACTION TO BE CONSIDERED:**

Discussion only about proposed idea to replace or upgrade street lights throughout the City.

**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



## City Council Staff Report

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: April 3, 2013

Subject: **STREET LIGHT STUDY.**

### DISCUSSION ONLY

Discussion only about proposed idea to replace or upgrade street lights throughout the City.

### BACKGROUND

We have been meeting with Siemens Industry Inc. about an idea that they have done in other cities to replace all the street lights with new fixtures and have it paid for over time by the savings from the reduced costs of the power bills from Rocky Mt Power and the reduced costs in maintenance as these would be new lights and would be under warranty for some time.

We have gone out and seen what they did in Syracuse City as they replaced all of their lights last year under this program. The lights they used are called "induction" and they are a white light instead of the yellow light that we have. The white light is actually a better light as it makes things more visible and it uses less power.

We have also had talks with Black & McDonald who currently does all of the installing and maintenance work on our lights about a similar idea and they are going to be installing a couple of these induction lights and also the new LED lights to see the difference and what light would be best for us to use.

We also thought that maybe we could add the lighting on State and Main as an addition to this project and get that lighting done as part of the project. Black & McDonald had the idea of lowering the lights on State and Main below the trees. They are going to install one under the trees on a current pole so we can see what it looks like. It is a tear drop light that they are going to install.

Once these lights are installed, we can take a tour and see which ones we like the best and move toward this idea of replacing all the lights and not have it cost the City any additional money over

the life of the payback period. Once the investment is paid off then the City would see the savings from the reduced power bills. Siemens guarantees that there would be no charge to the City, as the amount that comes from the savings from the power bills and maintenance costs would cover all the costs for the project.

Respectfully Submitted,



Keith Johnson,  
Assistant City Manager

Review and Concur,



Dave Millheim,  
City Manager

April 16, 2013

Siemens Industry, Inc.  
Building Technologies Division  
Energy & Environmental Solutions  
Attention: Mark Cram

Re: Letter of Intent and Approval to Proceed with Investment Grade Audit

Dear Mark:

The City of Farmington, Utah ("Farmington"), intends to contract with the Building Technologies Division of Siemens Industry, Inc. ("Siemens") for the implementation of a performance contracting program to improve the system infrastructure and the operational efficiencies of its facilities ("Program"). The Program will be comprised of a variety of facility improvement, energy conservation, and/or water conservation measures, to be assessed through an investment grade audit ("Audit").

The Audit will evaluate the following systems:

- City-wide Street Lighting Upgrade
- Cobra head fixtures
- Decorative fixtures
- Other applicable fixture types
- Condition of existing infrastructure
- Current fixture wattage and usage
- Current Rocky Mountain Power rate schedules
- 
- 

While preparing the Audit, other efficiencies or improvement opportunities may be found, and these measures may be added, modified, delayed, or deleted from the Program, as agreed between the parties.

The objectives of the Program to be assessed in the Audit are as follows:

- Potential efficiency improvements/measures
- Opportunities to reduce operating and utility costs
- Opportunities to replace or upgrade existing equipment
- Opportunities to improve facility infrastructure
- Improvements feasible within existing budgets (e.g. energy, O&M, capital replacement)
- Evaluate available utility company rebates
- Obtain a guarantee for the Program from Siemens
- 
- 

Farmington and Siemens will cooperate to finalize the technical, legal and financial components of the Program, and Farmington will pursue financing for the Program, possibly with assistance from Siemens.

Farmington also will prioritize the measures to be implemented, and Siemens will use the results of the Audit as the basis for a draft Performance Contracting Agreement ("Agreement").

If Siemens is unable to produce an Agreement that meets the above objectives, then it shall receive no payment for its efforts to develop the Program. However, if Siemens provides an Agreement which meets the objectives defined above, and the parties execute the Agreement, then the costs associated with the Audit can be incorporated into the price of the Agreement. However, if Farmington does not execute an Agreement with Siemens within sixty (60) days of receipt, then Farmington agrees to pay Siemens **\$9500.00** (Nine Thousand Five Hundred dollars and no cents) within thirty (30) days of invoice for the Audit Services described above.

On behalf of Farmington, this Letter of Intent is approved as of the date above.

Sincerely,

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

Acknowledged and agreed for Siemens:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

# SIEMENS

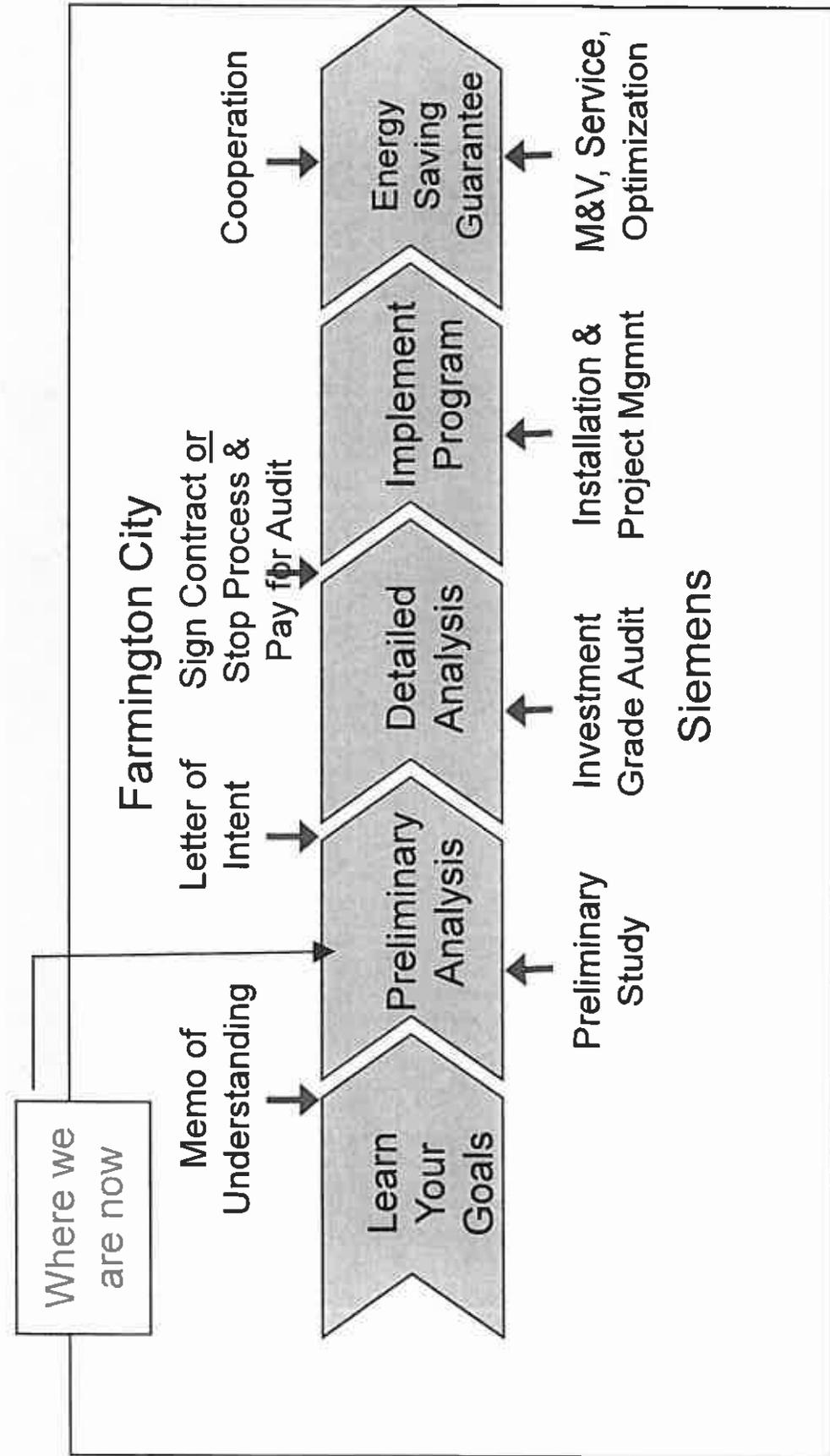
# Agenda

- Review and Understand
  - Your Objectives and Challenges
  - Performance Contracting as a Means to Achieve your Objectives
  - Process Steps
  - Enabling Legislation
- Discuss Your Opportunities
  - City-wide Street lighting
- Siemens Credentials
- Agree on Next Steps in the Process
- Questions and Answers

# Your Objective and Challenges

- **Objective**
  - Reduce Operations and Maintenance Costs
- **Challenges**
  - Operating Budget Pressures
    - Higher Energy Costs
    - Rising Labor Costs
  - Capital Budget Pressures
    - Multiple Demands for Capital Dollars
  - Revenue Pressures
    - Tax revenues are strong but long range they will not keep up with baseline expenditures
    - Greater expectations by residents for ongoing services

# Performance Contracting Process Overview



## Enabling Legislation

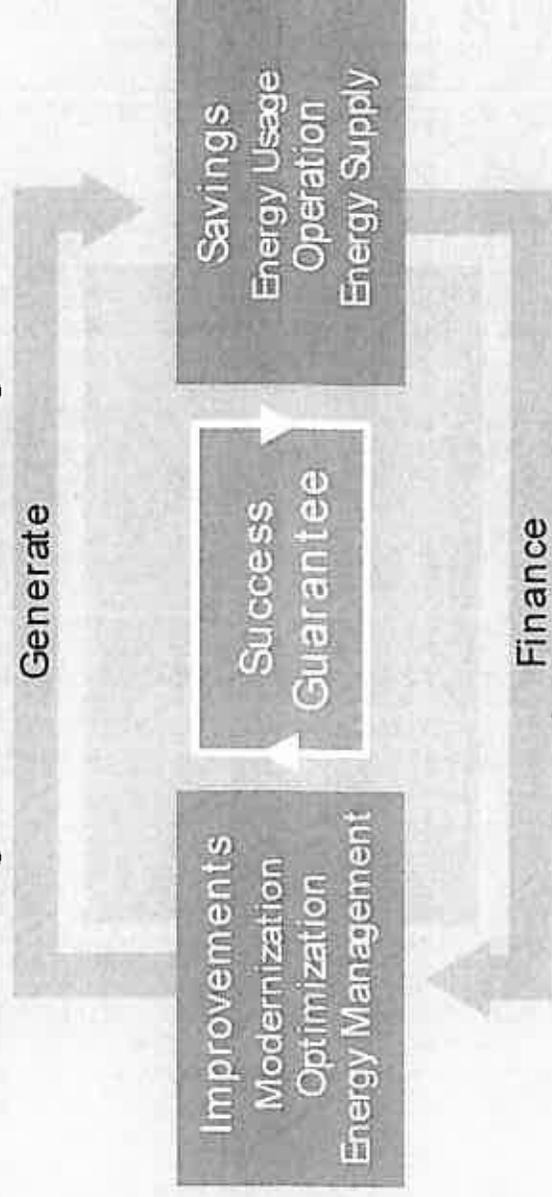
SIEMENS



- Legislation was passed through HB116 in 2010 and allows public agencies to enter into energy contracts and encourages public/private partnerships so no upfront capital is required for project implementation
- Utah State Contract MA946, through an RFP process, and enabled by HB116, pre-selected turn-key performance contracting ESCO's (Energy Service Companies) based on their qualifications, and allows for an expedited procurement method where savings and/or new revenue cover the cost of improvements, provides on-going savings, and transfers risks to the ESCO.
- This process may be used by Cities and other public institutions to realize the benefits and implement a custom, co-authored program solution to meet their individual needs without a requirement of up-front capital
- The approach is a design-build approach, as opposed to design-bid-build, saves costs by streamlining the procurement process. Project must be cash flow positive by State statute

## Performance Contracting Process & Financing

- Make facility & infrastructure improvements
- Reduce energy use, operations, maintenance and other costs
- Finance improvements through savings
- Rely on Siemens to guarantee the savings



**SIEMENS**

## **Benefits of Street Lighting Upgrades**

- **Long Term Savings in both Dollars and Energy**
- **Uniform and Consistent Lighting Throughout the City**
- **Reduced Maintenance Expenses**
- **Longer Fixture Lifespan**
- **Improved Night-time Visibility, Safety, and Security**

# Streetlighting Financial Summary Existing Conditions

SIEMENS

- Current Street Lighting Inventory
  - 901 City-Owned Street Lights
- Annual Energy Expense \$ 39,000
- Annual Maintenance Expense Estimate \$ 42,000\*
- Annual Total Expense Estimate \$ 81,000
- Estimated Annual Savings with conversion \$49k-\$52k

\*Estimate based on invoices

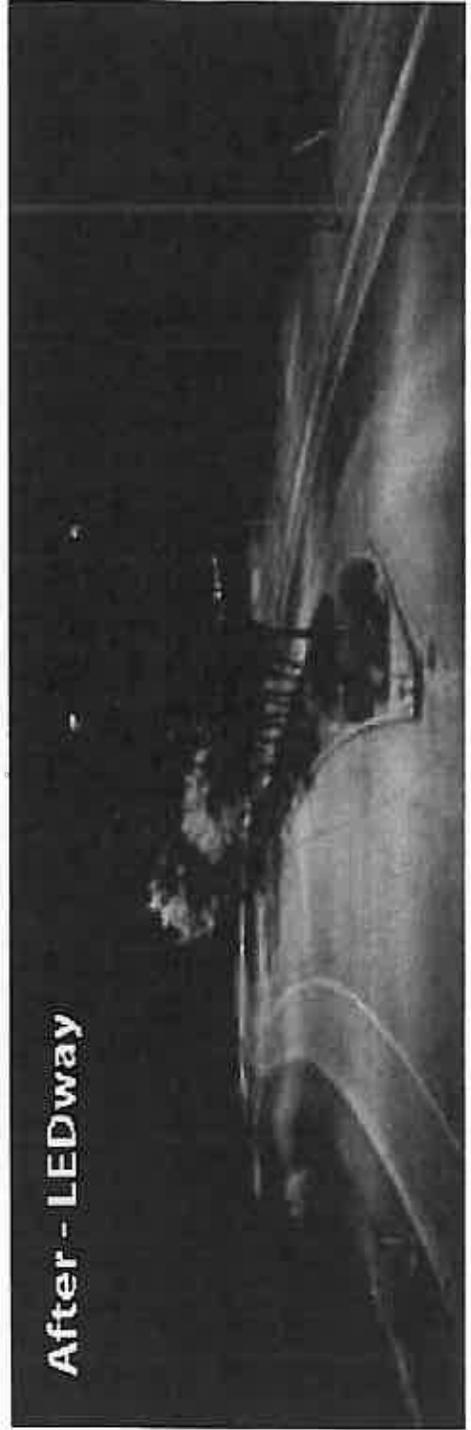
Past maintenance with RMP rate structure was approximately \$52,000 annually

# Street Lighting Financial Summary

- Induction Solution
  - Estimated Project Cost Range \$500-\$700k
  - RMP Incentive Estimate (one-time) (\$30k-50k)
  - Annual O&M Savings Estimate \$49-\$52k
  - Estimated project Payback 9-14 years
  
- Supporting Data
  - Annual Burn Hours 4,000
  - Average Fixture Life (Hours) 80,000
  - Estimated Fixture Life (Years) 17-20
  - Estimated Manufacture Warranty (Years) 10
  - Estimated Life Cycle Positive Cash Flow \$200k-300k

SIEMENS

# Technology Comparison Photos



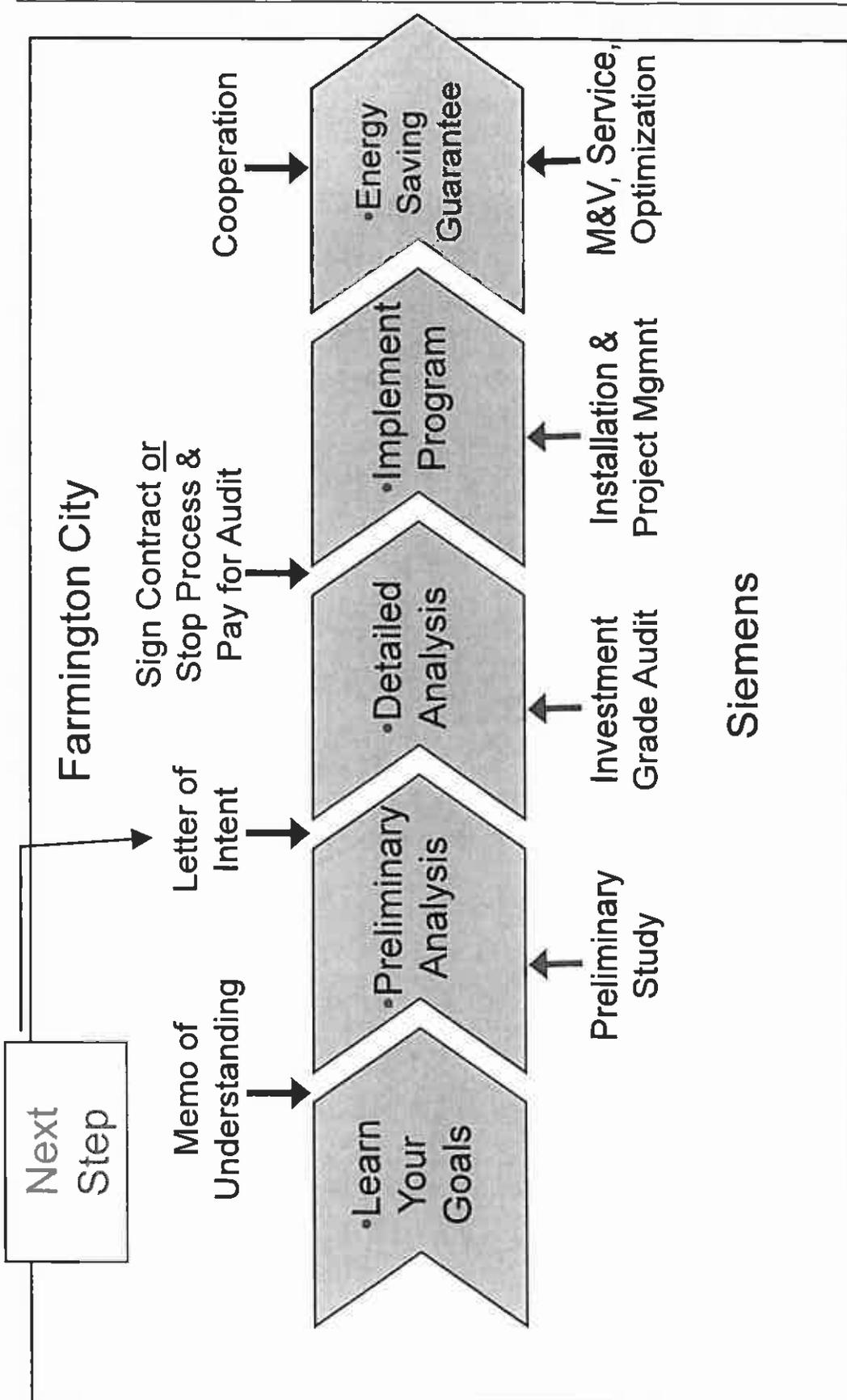
## **Other Projects**

- **Salt Lake City – Multiple Projects**
- **South Ogden City – Street Lighting**
- **Syracuse City – Street Lighting**
- **Washington City – Multiple Projects**

## National Leadership

- Centers of Excellence for Alternative Technologies and Key Vertical Markets to evaluate and bring innovative solutions
- Financial Resources to obtain best financing, rebates, and grants
- Legal & Contracting Support to assure compliance
- Professional Procurement to lower project cost
- Operations Resources to insure smooth installation
- National M&V Oversight to assure the savings are achieved

# Performance Contracting Process Overview



## ***Next Steps***

- **Move forward with Investment Grade Audit (IGA), based on feasibility Information**
- **Discuss Investment Grade Audit (IGA) process**
- **Obtain Letter of Intent (LOI) to authorize proceeding with Investment Grade Audit**

CITY COUNCIL AGENDA

For Council Meeting:  
April 16, 2013

**S U B J E C T: Facility Use Agreement with Farmington Area Baseball League (FABL)**

**ACTION TO BE CONSIDERED:**

Work with Todd Godfrey to re-write and update the Facility Use Agreement Contract with Farmington Area Baseball League.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Neil Miller.

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

# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Closed Meeting Staff Report

To: Honorable Mayor and City Council  
From: Neil Miller, Parks and Recreation Director  
Date: April 5, 2013

**SUBJECT: FACILITY USE AGREEMENT WITH FARMINGTON AREA  
BASEBALL LEAGUE (FABL)**

### RECOMENDATION

To work with Todd Godfrey to re-write and update the Facility Use Agreement Contract with Farmington Area Baseball League.

### BACKGROUND

The last time a contract was executed was October 2004 with Scott Daniels as the President of FABL who is no longer with the organization. Over the past few years both the City and Farmington Area Baseball League have allowed some of the contract items to slip through the cracks prompting a meeting between both parties. It was discovered that several items in the contract are outdated.

Moving forward it is our recommendation to meet with FABL on an annual basis to review the agreement to ensure it is up to date with the program. This will also ensure that the contract we have on file has been executed with the current sitting President of FABL.

Respectfully Submitted

Neil Miller  
Parks and Recreation Director

Review and Concur

Dave Millheim  
City Manager

## FACILITIES USE AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 7th day of October, 2004 by and between **FARMINGTON CITY**, a municipal corporation of the State of Utah, hereinafter referred to a"City" and **FARMINGTON AREA BASEBALL LEAGUE, INC.**, a Utah non-profit corporation, hereinafter referred to as "User".

### WITNESSETH:

**WHEREAS**, User desires to utilize certain City property and facilities comprising the baseball diamonds, lights, and rest rooms and related facilities located with the Main City park located at 142 South Main Street and Shepard Lane Park located behind the Knowlton Elementary School at approximately 1059 North 700 West for the purpose of operating a supervised youth baseball league during the baseball season; and

**WHEREAS**, the City is willing to permit User to utilize the baseball diamonds and related facilities described above in accordance with the terms and conditions herein provided; and

**WHEREAS**, the parties desire to reduce their understanding and agreement to writing.

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

1. **Permit Term, Hours of Use.** During the term herein set forth, and subject to the conditions and restrictions described in this Agreement, the City hereby agrees to permit User, on a non-exclusive basis, to utilize the baseball diamonds and related facilities located at the Main City Park at 142 South Main Street and the baseball diamond and related facilities located at the Shepard Lane Park located behind Knowlton Elementary School at approximately 1059 North 700 West as follows:

**Recreation Program:** The 1<sup>st</sup> of April thru July 31<sup>st</sup> of each year.

**Main Park:** 4:00 p.m. - 10:00 p.m. Monday thru Friday and  
8:00 a.m. - 10:00 p.m. on 2<sup>nd</sup> and 4<sup>th</sup> Saturdays

**Shepard Park** 5:00 p.m. - 11:00 p.m. Monday thru Thursday  
8:00 a.m. - 6:00 p.m. on Saturdays

User also agrees to provide to the Parks Superintendent no later than the third working Monday in April by 5:00 p.m. all game schedules for its leagues.

The term of this Agreement shall be continuous commencing on April 1, 2005, terminating on \_\_\_\_\_ unless sooner terminated as provided herein.

2. **Maintenance.** The parties hereby acknowledge that the real property comprising the baseball playing fields together with the improvements and fixtures attached thereto such as backstops, dugouts, benches, etc., are owned by the City. These facilities shall not be modified without express permission of the City. Baseball uniforms and baseball equipment such as bats, balls, masks, batting cages, and the outfield fence located at the Main City Park, etc., shall be owned by the User. During the term of this Agreement, maintenance and repair of the baseball playing fields and related facilities shall be provided as follows:

a. The City shall provide mowing and watering the lawn areas and shall provide garbage pickup from designated City receptacles (dumpsters located in parking lots.) The City agrees to pay the cost of electricity. The City cannot and shall not be responsible for disruption of games caused by irrigation or field maintenance when User fails to submit all playing schedules by 5:00 p.m. on or before the third Monday in April.

b. During the baseball season the User hereby agrees to furnish all labor and materials necessary to properly prepare the baseball diamonds and related facilities used by it for League play. However, the City does agree to assist User with field preparation during an organized "preparation day" jointly scheduled by the User and City.

3. **Ball Diamond Lighting.** The City agrees to provide field lighting acceptable to the City and pay the cost thereof for those nights approved in any agreement for special events approved by the City. Lighting for practice sessions may be available upon payment of a fee established by the City and upon making satisfactory arrangements with the City.

4. **Supervision and Regulations.** All persons utilizing the baseball facilities shall at the times specified in this Agreement be supervised by the User and responsible adults designated by the user who shall be identified upon request to the City's personnel. The User and all persons responsible for providing such supervision shall obey any reasonable directions or instructions of personnel of the City and shall comply with all applicable rules and regulations of the City, (inclusive of not permitting alcoholic beverages on City property or allowing personal vehicles to park outside of designated parking areas) where the same apply to the User and User's activities. All employees, supervisors, and representatives of the User shall adhere to appropriate safety and legal requirements in operating any equipment, machines or in performing any duties required of the User under this Agreement. Lights on the playing fields shall be turned OFF by User no later than 10:00 p.m. at the Main City Park and 11:00 p.m. at the Shepard Lane Park.

5. **Damage and Cleanup.** The User shall pay a \$500 deposit to the City for garbage clean up to be delivered to the Leisure Services Department by March 15<sup>th</sup> of each year. The User shall assure the playing fields and related facilities are prepared, maintained and used in a safe, prudent and responsible manner and only for their usual and intended purposes, and User shall be liable for any damage (other than ordinary wear and tear) resulting to the City's property and related facilities

caused by either User or by persons for which User is responsible for supervising. The User shall leave the property and facilities in a clean and orderly condition. All trash deposited on the fields as a result of User's activities shall be gathered on a daily basis by the User from the grounds and deposited in dumpsters or trash receptacles provided by the City. Any garbage cleaned up by City personnel after FABL activities will have the actual costs thereof deducted from the \$500 deposit to pay for such service. Any remaining portion of the deposit will be returned to User at the end of the season.

6. **Sponsorship.** The User shall not represent or imply that the City in any way sponsors or endorses the activities for which the playing fields and facilities are to be used by User.

7. **Improvements and Signage.** No improvements or signage shall be constructed or installed by the User on the City's property without the prior written consent of the City being first obtained. No changes in any existing improvements, other than repair and maintenance of the fields and similar activities, shall be made unless formal approval from the City is received after submission of plans and drawings in accordance with City rules and regulations. No signs shall be constructed or located on the City's property without obtaining a permit from the City prior to construction.

8. **Concessions.** The City hereby grants the User the non-exclusive right during the periods of baseball play specified in this Agreement to operate a concession wagon to be located only at Shepard Lane Park upon the City's property during the hours specified in this Agreement. User hereby agrees to abide by and comply with all applicable ordinances, rules, and regulations pertaining to food handling and operations of the concession facilities including all applicable requirements of the Davis County Board of Health. User shall be responsible to store and maintain the concession wagon in accordance with applicable law.

#### 9. **Insurance and Indemnification**

a. **Insurance.** The User shall provide and maintain, during the term of this agreement, at User's sole cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operation or performance of the User's program and activities covered by this Agreement. The single limit coverage applying to bodily and personal injury liability or property damage shall be not less than \$1,000,000. This policy shall contain an endorsement listing the City and its officers, employees, and representatives as additional insureds. User will obtain and maintain any casualty or other insurance deemed desirable by User to protect User's equipment and property. The City shall have no liability for loss or damage to any property of the User at any time.

b. **Indemnification.** User expressly agrees to indemnify, defend, and hold the City, its officers, employees, and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees arising out of any negligence of the City, its officers, employees, agents, and representatives in performing any of the City's obligations under this Agreement.

10. **Non-Exclusive Use.** Nothing herein shall prevent the City from allowing use of the City parks specified herein, the baseball diamonds and related facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the User as permitted herein. The City and the User shall cooperate to ensure coordination and equitable use of the facilities by other persons and recreation programs.

11. **Termination.** Either party may terminate this agreement upon giving thirty (30) days written notice to the other party.

12. **Assignment and Amendment.** No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties thereto. The User shall not assign, rent, trade or transfer any rights under this Agreement.

13. **Entire Agreement.** This Agreement between the parties hereto contains the entire understanding and agreement of the parties with respect to the subject matter herein contained and no prior or contemporaneous agreements, promises, representations, or understandings which are not contained herein with respect thereto shall be of any force or effect.

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

FARMINGTON CITY

By: *David M. Connors*  
David M. Connors, Mayor

ATTEST:

*Margy L. Lomax*  
Margy L. Lomax, City Recorder



FARMINGTON AREA BASEBALL LEAGUE

By: *Scott Demmick*  
Its: FARMINGTON AREA BASEBALL PRESIDENT.

## CITY COUNCIL AGENDA

For Council Meeting:  
April 16, 2013

### **SUBJECT: Minute Motion Approving Summary Action List**

1. Approval of Minutes from March 19, 2013
2. Ratification of Approval of Storm Water Bond Logs
3. Farmington Creek Estates Phase IV (PUD) Reimbursement Agreement
4. Improvements Agreement for Farmington Creek Estates Phase IV
5. Storm Drain Master Plan Update Contract
6. License Agreement on the UTA Owned Denver & Rio Grande Western Railroad Corridor
7. Mow Trailer
8. Arbor Day Proclamation
9. Revocation and Abandonment of Easement- Farmington Ranches, Phase 7A

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

March 19, 2013

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### **WORK SESSION**

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

### **Form-Based Codes Overview and Regulating Plan Analysis**

**Christy Alexander** said Chapter 18 of the City's Zoning Ordinance addresses mixed-use districts with off-street parking space standards, a project master plan and development guidelines, common area management plans, and an alternative review process. She explained that a Form-Based Code is a zoning tool for reinforcing and shaping form and character into mixed-use development areas and gave a power-point presentation which showed some of the differences between traditional zoning and Form-Based Codes. The Planning Department will continue to educate the Council and the Planning Commission during 2013, and a schedule of proposed meeting dates was given to each Council Member.

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### **REGULAR SESSION**

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

### **CALL TO ORDER:**

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

The invocation was offered by **Jim Talbot** and the Pledge of Allegiance was led by local Boy Scout Ethan Marriott of Troop 1238.

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

### **Executive Summary for Planning Commission meeting held January 10, 2013**

The Summary was included in the staff report, and there were no further comments and/or questions.

### **PRESENTATION OF PETITIONS AND REQUESTS:**

### **Report by Festival Days Committee**

Committee Chairmen **Rick Dutson** and **Sid Young** and **Neil Miller** and **Stephanie Gallager** of the Parks Department said the Committee has chosen "super heroes" as the theme

for Festival Days with a tag line: “Super People, Super City.” They want to recognize people in the community who serve in extraordinary ways. All of the traditional events will be held, and one new event has been added. A charity motorcycle ride will be held on Friday night, and a motorcycle will be given away on Saturday night.

## **SUMMARY ACTION**

1. Approval of Minutes from March 5, 2013 meeting
2. UTA Agreement for Lagoon Shuttle
3. Interlocal Agreement with Davis County regarding Elections
4. Purchase of Three Soccer Goal Sets for Bus Park
5. Surplus Vehicles

### ***Motion:***

**John Bilton** made a motion to approve the items on the Summary Action List. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**.

### **NEW BUSINESS:**

#### **Insurance Services Office, Inc. (ISO) Rating Report**

**Eric Miller** reported that the ISO is an insurer-supported organization whose primary mission is to provide advisory insurance underwriting and rating information to insurers. They collect information regarding the education, training, certification, staffing levels and natural hazards, analyze and provide data and assess a Building Code Effectiveness Classification (1-10). The survey process was conducted in November, and the City received a score of Class 3 for residential and Class 2 for commercial. The City averages 15-20 inspections per day which affected the residential score (the ISO recommends 10 per day). **Dave Millheim** said the ISO rating is not just busy work; the insurance industry uses the rating to determine their rates.

#### **Demolition Ordinance Discussion**

**David Petersen** said there are two types of historic resources in Farmington: (1) the local Register (which currently includes west State Street, the Rock Hotel, and the Courthouse); and the (2) Historic Sites List which has four classifications:

- A: any structure that was surveyed and meets all of the national criteria;
- B: any structure that does not meet all of the criteria but is still historic;
- C: the building has too many modifications to receive a higher classification; and
- D: a plaque from the National Register of Historic Places.

The National Register of Historic Places is an honorary designation, and an owner could qualify for a tax credit to help with remodeling. The current process for the demolition of a structure listed on the Register is difficult. In the last 13 years, Farmington had 32 demolitions but many of those were partial. This proposal would require the Planning Commission to review and approve full demolitions (partial demolitions would be handled by staff), the

public would have a chance to provide input, and the property owner would be required to have a replacement plan. If the property owner was unhappy with the decision, it could be appealed at which point it would be considered by the City Council.

**Jim Talbot** expressed concern that the City may be overstepping its bounds with private property owners. **Cindy Roybal** agreed that property owners should have more say in the process. The **Mayor** likes the proposal because a plan for the future would be required. **John Bilton** asked if there was a difference between commercial and residential, and **Mr. Petersen** said at this point there is no differentiation. **Cory Ritz** asked what happens when a building is damaged and needs to be demolished, but the property owner may not have a plan. **Mr. Petersen** said there is a provision for that type of demolition which is a natural disaster or code enforcement issue. **Dave Millheim** said this is a transparency process, and the conditional use approach allows a decision to be appealed and considered by the City Council. **John Bilton** asked what would happen if Lagoon decided to demolish a couple of the homes they own on Main Street or a structure or ride and was told that they would be required to go through the same process. **Jim Young** said he is leaning toward the public process for A and B. The Mayor and Council advised Mr. Petersen to move forward with the proposed Ordinance.

**David Petersen** reminded the Council that there will be a joint training session with the Planning Commission on March 28, 2013 at 5:45 p.m. **Nicole Cottle**, City Attorney for West Valley City, will be the speaker.

There was a brief discussion regarding the City's contract with **Glen Leonard** who is in the process of writing a history of Farmington.

## **GOVERNING BODY REPORTS:**

### **City Manager – Dave Millheim**

- A list of upcoming agenda items and the February police/fire activity reports were included in the staff report.
- Two NIMS training sessions have been scheduled for March 26<sup>th</sup> and April 23<sup>rd</sup> at 6:00 p.m. and will be held in the community room at City Hall.

### **Mayor – Scott Harbertson**

- The Utah League of Cities and Town mid-year conference will be held in St. George April 10-12, 2013. He told the Council to contact **Holly Gadd** with a decision of whether or not they plan to attend.
- He and **Jim Talbot** will attend the Town Hall meeting on Wednesday, March 20th.
- He received an email from a resident who would like to be involved with a community garden. **David Petersen** agreed to contact her.

- The Davis County Clipper asked the City to nominate a mother of the year, and following a brief discussion, the Council chose a nominee.
- Several possibilities for a Grand Marshal for the Festival Days Parade were discussed.

### **City Council**

There were no comments from the Council.

### **CLOSED SESSION**

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

At 8:10 p.m. **John Bilton** made a motion for the Council to go into a closed meeting to discuss the acquisition of real property and pending litigation. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**.

### **Sworn Statement**

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

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**Scott C. Harbertson, Mayor**

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

At 8:25 p.m. a motion to reconvene into an open meeting was made by **Jim Talbot**, seconded by **John Bilton**, and approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**.

### **ADJOURNMENT**

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

**Cindy Roybal** made a motion to adjourn the meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**. The meeting was adjourned at 8:50 p.m.

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

## STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
2/14	Pantheon Construction	10751	\$1,000.00
2/19	RPM Construction	10776	\$1,000.00
2/28	Salmon Construction	10790	\$1,000.00
3/5	Joel Hale Construciton	10796	\$1,000.00
3/5	Joel Hale Construciton	10795	\$1,000.00

## STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
3/14	Steve Flint Construction	10760	\$1,000.00
3/14	Maple Shade Construction	10809	\$1,000.00
3/19	Cook Builders	10811	\$1,000.00
3/22	Marc G Petty Construction	10814	\$1,000.00
3/28	Haskell Homes	10800	\$1,000.00
4/2	Pineview Builders	10831	\$1,000.00



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 8, 2013

SUBJECT: **FARMINGTON CREEK ESTATES PHASE IV (PUD)  
REIMBURSEMENT AGREEMENT**

### RECOMMENDATION

Approve the enclosed reimbursement agreement for the Farmington Creek Estates Phase IV PUD.

### BACKGROUND

Candland Olsen, the developer of the project is preparing his public improvements bond and final plat documents. In conjunction with the recordation of the final plat, Mr. Olsen must pay any fees due and owing to the City including impact fees. A certain portion of the culinary water and transportation improvements for the subdivision are system improvements, not local project costs, and may qualify for reimbursement or credits from the respective City impact fee accounts. The terms for the reimbursements/credit are set forth in the attached agreement. It is also important to note that the exhibit is just an estimate, and any reimbursement per the agreement will be based on actual costs.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

**PUBLIC IMPROVEMENTS  
REIMBURSEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_ day of April, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **CANDLAND L. OLSEN**, hereinafter referred to as the "Developer."

**RECITALS:**

**WHEREAS**, the Developer is developing a subdivision within the City at approximately 600 South 1100 West, referred to as Farmington Creek Estates Phase IV PUD, which is more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof (the "Property"); and

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

**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 culinary water and transportation for Farmington Creek Estates Phase IV PUD 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 Farmington Creek Estates Phase IV PUD.

2. **Culinary Water and Transportation Reimbursement.** Farmington City hereby agrees to reimburse Developer for the system improvement component of the total actual cost of the culinary water and transportation improvements subject to the terms of this Agreement. The parties hereby agree that the system improvement portion estimate of the culinary water improvements is approximately \$ \_\_\_\_\_ which represents the difference in cost between a 12" culinary water system and an 8" culinary water system. The City shall provide a credit to Developer against water system impact fees due and owing by the Developer to the City at the time of recordation of the final plat for the Farmington Creek Estates Phase IV PUD.

Farmington City hereby agrees to reimburse Developer for the system improvement component of the total actual cost of the major collector street (1100 West) to the terms of this Agreement. A cost estimate of the system improvement portion of the major collector street and the culinary water improvements are set forth in Exhibit B. Reimbursement from the City to Developer for the transportation system improvements and any remaining culinary 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 transportation impact fee and a culinary 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 Farmington Creek Estates Phase IV PUD with an impact fee analysis as required under the Impact Fee Act of Utah. The City will collect a transportation impact fee and 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 Farmington Creek Estates Phase IV PUD. 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 transportation impact fees and one-half of the culinary 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 Farmington Creek Estates Phase IV PUD 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. **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.

4. **Ownership and Maintenance.** Ownership of the system improvements which are subject of this Agreement as well as any other public improvements located in the Farmington Creek Estates Phase IV PUD 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.

5. **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.

6. **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.

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

8. **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.

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

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

**“CITY”**

**ATTEST:**

**FARMINGTON CITY**

\_\_\_\_\_  
City Recorder

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

**ATTEST:**

**“DEVELOPER”**

\_\_\_\_\_  
Candland L. Olsen

CITY ACKNOWLEDGMENT

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, personally appeared before me **CANDLAND L. OLSEN**, who being by me duly sworn did say that he is signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

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

**EXHIBIT "A"**  
**Legal Description**

**EXHIBIT "B"**

**Culinary Water and Transportation  
System Improvement Components and Costs**

**Farmington Creek Estates Phase 4  
Bond Estimate  
March 5, 2013**



<b>Storm Drain</b>				
Item	Quantity	Unit	Unit Cost	Amount
Adjust Manhole Rim Elevation	1	EA	\$500	\$500
Install Catch Basin to Existing Combo Box	2	EA	\$500	\$1,000
<b>Subtotal</b>				<b>\$1,500</b>
<b>20% Bond Amount</b>				<b>\$300</b>
<b>Total</b>				<b>\$1,800</b>

<b>Sanitary Sewer</b>				
Item	Quantity	Unit	Unit Cost	Amount
Sewer Laterals	3	EA	\$750	\$2,250
Adjust Manhole Rim Elevation	3	EA	\$500	\$1,500
<b>Subtotal</b>				<b>\$3,750</b>
<b>20% Bond Amount</b>				<b>\$750</b>
<b>Total</b>				<b>\$4,500</b>

<b>Culinary Water</b>				
Item	Quantity	Unit	Unit Cost	Amount
Connect to Existing	2	EA	\$1,000	\$2,000
Culinary Water Lateral	7	EA	\$450	\$3,150
14"x12" Reducer	1	EA	\$750	\$750
12"x10" Reducer	1	EA	\$500	\$500
12" PVC DR-14	519	LF	\$35	\$18,165
12" Valve	2	EA	\$1,000	\$2,000
Fire Hydrant	2	EA	\$3,000	\$6,000
Prefabricated Steel Loop*	1	EA	\$20,000	\$20,000
Riprap (18")	16	CY	\$150	\$2,400
<b>Subtotal</b>				<b>\$54,965</b>
<b>20% Bond Amount</b>				<b>\$10,993</b>
<b>Total</b>				<b>\$65,958</b>

\*Approximate Cost

<b>Road Improvements</b>				
Item	Quantity	Unit	Unit Cost	Amount
Mass Grading	1	LS	\$20,000	\$20,000
Curb and Gutter	1149	LF	\$12.50	\$14,363
4' Sidewalk	1141	LF	\$17.50	\$19,968
Asphalt Road (4")	27588	SF	\$1.67	\$45,980
Road Base (12")	27588	SF	\$1.11	\$30,653
Additional Road Widening Road Base (16")	234	CY	\$33	\$7,722
Road Monument	1	EA	\$350	\$350
<b>Subtotal</b>				<b>\$139,035</b>
<b>20% Bond Amount</b>				<b>\$27,807</b>
<b>Total</b>				<b>\$166,842</b>

**TOTAL BOND AMOUNT**

**\$239,100**

<b>Cash Deposits</b>				
Item	Quantity	Unit	Unit Cost	Amount
Slurry Seal	27,588	SF	\$0.20	\$5,518
Street Signs	4	EA	\$250.00	\$1,000
<b>TOTAL CASH DEPOSITS</b>				<b>\$6,518</b>

<b>System Improvement Estimate</b>				
Item	Quantity	Unit	Price Increment	Amount
10"x8" Reducer to 14"x12" Reducer	1	EA	\$400	\$400
10"x8" Reducer to 12"x10" Reducer	1	EA	\$300	\$300
8" PVC to 12" PVC Waterline Upsize	519	LF	\$10	\$5,190
8" Valve to 12" Valve Upsize	2	EA	\$925	\$1,850
Prefabricated 12" Steel Loop*	1	LS	\$20,000	\$20,000
Riprap (18")	16	CY	\$150	\$2,400
Additional Widening Road Base (16")	234	CY	\$33	\$7,722
<b>Total Developer Reimbursement</b>				<b>(\$37,862)</b>

\*Approximate Cost

**FARMINGTON CITY  
IMPROVEMENTS AGREEMENT**

**(ESCROW DEPOSIT FORM)**

**THIS AGREEMENT** is made by and between Candland L. Olsen (hereinafter "Developer"), whose address is 776 Woodmoor Circle Bountiful, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 130 North Main, P.O. Box 160, Farmington, Utah, 84025-0160, and Bank of Utah a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 2605 Washington Blvd. Ogden Utah, (the "Depository").

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Phase 4 Farmington Creek, located at approximately 500 S. 1100 W. in Farmington City, and

**WHEREAS**, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "A", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$239,100 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number 21034516. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain

funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

4. **Progress Payments.** The City agrees to allow payments from the Account as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, and determine if the work completed complies with City construction standards and requirements, and review the bond estimate in Exhibit "A". After receiving and approving the request, the City shall, in writing, authorize disbursement to the Developer from the Account in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information necessary. Except as provided in this Paragraph or in Paragraphs 4 through 6 inclusive, the Depository shall not release or disburse any funds from the Account.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Account to complete construction of Improvements, the City may withdraw all or any part of the Escrow Amount and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the account. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release all funds in the Account, except 10% of the estimated cost of the Improvements, which shall be retained in the Account until final release pursuant to the next Paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in Paragraph 5 above for any breach of such an obligation. The release provided for in this Paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 26, the City shall notify the Depository and the Developer in writing of the final release of the Account. After giving such notice, the City shall relinquish claims and rights in the Account.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Account as herein provided, and any withdrawals from the Account by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Account shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Account and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by

the City in so doing which are not collected by the City by withdrawing from the Account shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** Off-site Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Account until as-built drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such

counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Account do not alter the obligation of the Developer to provide other bonds under applicable ordinances or rules of any governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of other ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Account as provided herein.

24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.



DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH )
: ss.
COUNTY OF Weber )

On this 27 day of March, 2013, personally appeared before me, Candland L. Olsen, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

Rebecca Poll
NOTARY PUBLIC
Residing in Ogden County, Weber



\*\*\*\*\*

(Complete if Developer is a Corporation)

STATE OF UTAH )
: ss.
COUNTY OF )

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

NOTARY PUBLIC
Residing in \_\_\_ County, \_\_\_.

\*\*\*\*\*

(Complete if Developer is a Partnership)

STATE OF UTAH )
: ss.
COUNTY OF )

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

NOTARY PUBLIC
Residing in \_\_\_ County, \_\_\_.

\*\*\*\*\*

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that he or she is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

**DEPOSITORY ACKNOWLEDGEMENT**

STATE OF UTAH )  
: ss.

COUNTY OF Weber )

On this 27 day of March, 2013, personally appeared before me Steve Diamond, who being duly sworn did say that he/she is the Vice President of Bank of Utah a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Rebecca Poll  
NOTARY PUBLIC  
Residing in Ogden County Weber



**CITY ACKNOWLEDGEMENT**

STATE OF UTAH )  
: ss.

COUNTY OF DAVIS )

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me Scott C. Harbertson and Margy Lomax, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

**SIGHT DRAFT**

To Drawee

\_\_\_\_\_, Utah \_\_\_\_\_  
\_\_\_\_\_

**Pay To The Order Of** FARMINGTON CITY CORPORATION on sight the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) drawn against Account No.  
\_\_\_\_\_.

FARMINGTON CITY CORPORATION

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

**Farmington Creek Estates Phase 4**  
**Bond Estimate**  
 March 5, 2013



<b>Storm Drain</b>				
Item	Quantity	Unit	Unit Cost	Amount
Adjust Manhole Rim Elevation	1	EA	\$500	\$500
Install Catch Basin to Existing Combo Box	2	EA	\$500	\$1,000
<b>Subtotal</b>				<b>\$1,500</b>
<b>20% Bond Amount</b>				<b>\$300</b>
<b>Total</b>				<b>\$1,800</b>

<b>Sanitary Sewer</b>				
Item	Quantity	Unit	Unit Cost	Amount
Sewer Laterals	3	EA	\$750	\$2,250
Adjust Manhole Rim Elevation	3	EA	\$500	\$1,500
<b>Subtotal</b>				<b>\$3,750</b>
<b>20% Bond Amount</b>				<b>\$750</b>
<b>Total</b>				<b>\$4,500</b>

<b>Culinary Water</b>				
Item	Quantity	Unit	Unit Cost	Amount
Connect to Existing	2	EA	\$1,000	\$2,000
Culinary Water Lateral	7	EA	\$450	\$3,150
14"x12" Reducer	1	EA	\$750	\$750
12"x10" Reducer	1	EA	\$500	\$500
12" PVC DR-14	519	LF	\$35	\$18,165
12" Valve	2	EA	\$1,000	\$2,000
Fire Hydrant	2	EA	\$3,000	\$6,000
Prefabricated Steel Loop*	1	EA	\$20,000	\$20,000
Riprap (18")	16	CY	\$150	\$2,400
<b>Subtotal</b>				<b>\$54,965</b>
<b>20% Bond Amount</b>				<b>\$10,993</b>
<b>Total</b>				<b>\$65,958</b>

\*Approximate Cost

<b>Road Improvements</b>				
Item	Quantity	Unit	Unit Cost	Amount
Mass Grading	1	LS	\$20,000	\$20,000
Curb and Gutter	1149	LF	\$12.50	\$14,363
4' Sidewalk	1141	LF	\$17.50	\$19,968
Asphalt Road (4")	27588	SF	\$1.67	\$45,980
Road Base (12")	27588	SF	\$1.11	\$30,653
Additional Road Widening Road Base (16")	234	CY	\$33	\$7,722
Road Monument	1	EA	\$350	\$350
<b>Subtotal</b>				<b>\$139,035</b>
<b>20% Bond Amount</b>				<b>\$27,807</b>
<b>Total</b>				<b>\$166,842</b>

**TOTAL BOND AMOUNT**

**\$239,100**

<b>Cash Deposits</b>				
Item	Quantity	Unit	Unit Cost	Amount
Slurry Seal	27,588	SF	\$0.20	\$5,518
Street Signs	4	EA	\$250.00	\$1,000
<b>TOTAL CASH DEPOSITS</b>				<b>\$6,518</b>

<b>System Improvement Estimate</b>				
Item	Quantity	Unit	Price Increment	Amount
10"x8" Reducer to 14"x12" Reducer	1	EA	\$400	\$400
10"x8" Reducer to 12"x10" Reducer	1	EA	\$300	\$300
8" PVC to 12" PVC Waterline Upsize	519	LF	\$10	\$5,190
8" Valve to 12" Valve Upsize	2	EA	\$925	\$1,850
Prefabricated 12" Steel Loop*	1	LS	\$20,000	\$20,000
Riprap (18")	16	CY	\$150	\$2,400
Additional Widening Road Base (16")	234	CY	\$33	\$7,722
<b>Total Developer Reimbursement</b>				<b>(\$37,862)</b>

\*Approximate Cost



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Dave Millheim, City Manager  
Date: March 26, 2013  
SUBJECT: **STORM DRAIN MASTER PLAN UPDATE**

### RECOMMENDATIONS

Discuss the need for and component parts of a storm drain master plan update.

Authorize the City Manager to execute an agreement with CRS consulting engineers to update the West Farmington Storm Drain Master Plan at a cost not to exceed \$39,600 to be paid from account number 54-701-400 (Storm Drain Studies).

### BACKGROUND

With the continued growth on the west side, our storm drain master plan is in need of update. The City has had storm drainage problems in the area due to the flat topography, poor soil conditions and new development. CRS has extensive knowledge of the area and system needs. Much of the mapping and modeling is already done but would be updated in this process. Staff believes the cost savings from not having to completely recreate to modeling justify the sole source bid from CRS. This project should take three months to complete once begun. It will become a guide for current deficiencies in the area as well as future development needs we should address as things fill in. There is also a high probability the impact fee charge for storm drainage would need to be readdressed once we have the completed study.

Respectfully Submitted

Dave Millheim  
City Manager



**CALDWELL | RICHARDS | SORENSEN**  
ANSWERS TO INFRASTRUCTURE®

March 27, 2013

Mr. David Millheim  
Farmington City  
160 South Main  
Farmington, Utah 84025

**Re: Proposal to Update the West Farmington Storm Drain Master Plan**

Dear Mr. Millheim

We are pleased to present you with this proposal to update the storm drain master plan for the west half of the City (west of I-15). This project will include an evaluation of the land use changes and development occurring in West Farmington, an analysis of the impacts that these changes are having on the existing storm drain infrastructure and a projection of future infrastructure improvements that will be necessary to support this portion of the city when it is built-out.

Based on our discussions with you and the Planning Department and also based on our familiarity with the current Storm Drain Master Plan (SDMP) and the existing infrastructure, we understand the following about this project:

**1 Project Understanding**

- 1.1 The updated SDMP will be prepared using a GIS software platform and all data (contours, parcels, zoning map, current aerial image, etc.) will be provided by the City in GIS format. We will work with the City's GIS Administrator, Matt McCullough, to obtain the necessary data.
- 1.2 The City's current SDMP was modeled using PondPack Version 8.0 by Haestad's Method. The new model will utilize the current version of PondPack.
- 1.3 The design storm that will be incorporated into all models will utilize the Farmer Fletcher curve for the 25 and 100 year storms. Precipitation data will be obtained from the National Oceanic Atmospheric Administration (NOAA) website.
- 1.4 According to the Farmington City code, storm drain pipes will be evaluated and designed based on the 25 year storm and detention basins will be evaluated and designed based on the 100 year storm.
- 1.5 Surveying will not be necessary and is not included in the scope of work.
- 1.6 Proposed improvements will be designed conceptually for the purpose of estimating construction costs. Final design is not included in the scope of work.
- 1.7 The results from this analysis will be used in preparing the capital facilities plan (CFP) and updating the storm drain impact fees. Assisting with the CFP and impact fee update is not included in the scope of work.



- 1.8 The proposed scope of work includes four (4) meetings with City officials. Additional meetings will be billed on a separate time and materials basis.

Based on our understanding of the project, we will provide the following scope of work:

## 2 Scope of Work

- 2.1 **Data collection.** Working with Matt McCullough, we will obtain the GIS data necessary to update the storm drain master plan, including aerial imagery, zoning boundaries, parcel lines, city boundary, storm drain infrastructure, existing contours, line work for proposed developments, etc. A list of modifications and updates that need to be made to the existing citywide system model will be created. Before proceeding with the model updates, we will schedule and hold one (1) meeting with City officials to review the modifications identified by CRS and to learn of any other development plans or zoning changes that the City would like us to incorporate into the system-wide model.
- 2.2 **Hydrologic and hydraulic modeling.** Modeling is a critical component of this project and through accurate modeling the amount of runoff can be estimated and routed through the watershed. The following sub tasks will be performed:
  - 2.2.1 *Convert the model.* A model for the existing and built out conditions was prepared in 2007. The data from the 2007 model will be converted to the current modeling software. The new model will be tested debugged so that the model results are consistent with the previous model.
  - 2.2.2 *Update the model to reflect improvements and development since 2007.* After meeting with the city to verify the improvements that have been made, the existing conditions model will be updated to include storm drain improvements made by the City or developers from 2007 to 2013. Model parameters that account for development between 2007 and 2013 will also be updated in the existing conditions model.
  - 2.2.3 *Analyze areas on the east side.* The updated existing conditions model will include the entire city, but projections for built-out conditions will be limited to select areas on the east side of I-15 and all of the west side of I-15. Five (5) specific areas on the east side will be analyzed based on built-out conditions. These areas are described below and are shown on the attached exhibit. Improvements necessary to handle drainage deficiencies will be identified.
    - 2.2.3.1 Area A – Between Park Lane and Shepard Lane, from Compton Road to Highway 89.
    - 2.2.3.2 Area B – Between State Street and Glover Lane, from 200 West to 50 West, including the Glover Lane detention basin at the south end and the City parks at the north end.
    - 2.2.3.3 Area C – Between Glover Lane and Lund Lane, from 200 East heading eastward up the mountain.
    - 2.2.3.4 Area D – Between 1470 South and Lund Lane, from the Frontage Road to 200 East.



- 2.2.3.5 Area E – An area across Highway 89 from Cherry Hill, bounded by Highway 89 on the northeast side, 1075 West on the east side, 1875 North and 1800 North on the south side, and the Farmington City boundary on the northwest side.
- 2.2.4 *Analyze the west side.* Using built-out projections and planned development information provided by the City, storm drainage on the west side of Farmington City will be analyzed. Proposed improvements from the 2007 master plan will be reevaluated to verify that they are still adequate to handle the projected runoff. Existing deficiencies will be identified and future improvements necessary to convey and detain runoff will be recommended.
- 2.3 **Master plan drawings.** Drawings showing the features listed below will be produced in 11x17 format. GIS line work will also be prepared and submitted to the City. Drawing features will include:
- Aerial image background
  - Existing contours
  - Delineated watershed areas
  - Modeled flows in critical culverts and streams
  - Existing storm drain infrastructure
  - Recommended improvements
- 2.4 **Improvement cost estimates.** Once the necessary improvements have been identified, an estimate of design and construction costs will be prepared for each recommended improvement. Estimates will reflect 2013 dollars and will be based on recent project information obtained by CRS.
- 2.5 **Documentation report.** A report documenting the methods and findings of the analysis will be prepared and submitted to the City. The report will document the modeling methods, input values, calculations, and assumptions. The model output data will also be included in the report. This will include data such as times of concentration, curve numbers, and peak flows. Descriptions of each of the recommended improvements will be included in the report as well the cost estimates.
- 2.6 **Submittals and review meetings.** Three (3) review meetings will be held with City officials. We propose to hold these meetings at the 60%, 90%, and 100% stages of the project.
- 2.6.1 *60% review meeting.* After the modeling is complete, improvement recommendations have been identified, and preliminary drawings have been prepared, the drawings will be submitted to the City (4 copies) and a review meeting will be scheduled. At this meeting we will review comments from the City and answer questions that might have come up during the review of the drawings. As a result of the meeting, significant changes may be made to the list of improvements.
- 2.6.2 *90% review meeting.* The modified drawings will be submitted to the City along with the improvement cost estimates and the documentation report (6 copies of all drawings and documents). After the City has had an



opportunity to review these documents, the 90% review meeting will be scheduled. At this meeting comments from the City regarding the cost of the improvements will be discussed. The scope and nature of the projects may be modified to conform to City budgets.

- 2.6.3 *100% review meeting.* The final drawings, cost estimates and documentation report will be submitted to the City (4 copies of all drawings and documents). At this point the documents will be complete and at the meeting CRS will present the final product to the appropriate city officials (staff, council, mayor, etc.)

### **3 Additional Work**

- 3.1 **Additional Work.** The following are additional work items related to the storm drain master plan that CRS can perform if requested by the City.

- 3.1.1 *FEMA floodplain line work.* As part of this project, CRS will be creating or updating GIS line work for the City. A helpful GIS layer that the City may wish to add to its database is the floodplain limits throughout the City. CRS can obtain/create and provide this information to the City.
- 3.1.2 *Assist with capital facilities plan and impact fee analysis.* We understand that it is the City's desire to update the current storm drain impact fee and to do that, a capital facilities plan (CFP) must be prepared. CRS can assist the City throughout the CFP and impact fee analysis process by meeting with the City, preparing exhibits (maps, tables, etc.) to facilitate discussions, providing data and expertise to help prioritize the improvement projects, and by working with the City's impact fee expert.
- 3.1.3 *Field surveying.* The more precise the information input in to the model, the more accurate the results of the model will be. If desired, CRS field crews can collect survey grade information on inlets, culverts, or other drainage features to improve the precision of the input data. We may recommend that some survey data be collected if it is found that insufficient data is available to clearly define the deficiencies or improvements in some areas. Surveying services will be provided at rates included in CRS' contract with Farmington City.
- 3.1.4 *Design services.* Design of the recommended improvements is not included in the scope of work. If the City desires to have CRS provide design calculations or drawings we can assist with on a separate time and materials basis. Design services will be provided at rates included in CRS' contract with Farmington City.

### **4 Project Schedule and Cost**

- 4.1 **Schedule.** It is anticipated that it will take approximately three (3) months to complete the scope of work. We are prepared to begin work as soon as a signed notice to proceed has been issued.



4.2 **Cost.** The proposed fixed fee to complete the scope of work (items 1 – 5) is **\$39,600**. A breakdown of the proposed fee associated with each scope item is provided in the following table. The proposed fee has been prepared with the assumption that items 1 – 5 will be completed all at once. Inefficiencies may be introduced if some scope items are eliminated or if unforeseen issues delay the progress of the project. If such a situation were to arise, the proposed fee would need to be reevaluated and modified. The project will be billed monthly on a percentage of project complete basis.

Task	Cost
2.1 Data collection	\$4,000
2.2 Hydrologic and hydraulic modeling	
2.2.1 Create the model	\$4,000
2.2.2 Update the model to 2013 conditions	\$2,000
2.2.3 Analyze areas on the east side	\$6,000
2.2.4 Analyze the west side	\$5,800
2.3 Master plan drawings	\$6,000
2.4 Improvement cost estimates	\$2,500
2.5 Documentation report	\$2,500
2.6 Submittals and review meetings	
2.6.1 60% review meeting	\$2,800
2.6.2 90% review meeting	\$2,200
2.6.3 100% review meeting	\$1,800
<b>Total (Excluding Additional Work)</b>	<b>\$39,600</b>
3.1 Additional work	
3.1.1 FEMA floodplain line work	\$3,000
3.1.2 Assist with capital facilities plan and impact fee analysis	\$4500 - \$6500
3.1.3 Field surveying	TBD
3.1.4 Design services	TBD

We look forward to assisting you with this project. Please feel free to call me if you have any questions about this proposal. If this meets your approval, please contact me and I will send you the appropriate contract documents for signature.

Sincerely,

Paul J. Hirst, P.E.

CALDWELL RICHARDS SORENSEN



# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Closed Meeting Staff Report

To: Honorable Mayor and City Council  
From: Neil Miller, Parks and Recreation Director  
Date: March 26, 2013

**SUBJECT: LICENSE AGREEMENT ON THE UTA OWNED DENVER & RIO GRANDE WESTERN RAILROAD CORRIDOR**

### RECOMENDATION

To accept and authorize the mayor sign the development and operation agreement proposed by Utah Transit Authority.

### BACKGROUND

Staff has been working directly with Utah Transit Authority to ensure the completion of Farmington's portion of the D & R G trail is completed. The trail from Kaysville to the Davis County Legacy Center was previously completed. This proposed agreement will allow UTA to finish the trail from the Davis County Legacy Center to Centerville.

Respectfully Submitted

Neil Miller  
Parks and Recreation Director

Review and Concur

Dave Millheim  
City Manager

**LICENSE AGREEMENT  
REGARDING THE DEVELOPMENT AND OPERATION OF A RAIL TO TRAILS  
PROJECT ON THE UTA-OWNED DENVER & RIO GRANDE WESTERN RAILROAD  
CORRIDOR**

LICENSE AGREEMENT REGARDING THE DEVELOPMENT AND OPERATION OF A RAIL TO TRAILS PROJECT ON THE UTA-OWNED DENVER & RIO GRANDE WESTERN RAILROAD CORRIDOR (the "License") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (hereinafter "UTA"), and FARMINGTON CITY CORPORATION, a municipal corporation of the State of Utah (hereinafter "Licensee").

**RECITALS**

WHEREAS, Licensee and UTA entered into an Agreement Regarding the Development and Operation of a Rails to Trails project on the Utah Transit Authority owned Denver & Rio Grande Western Railroad Corridor, also known as UTA Contract #DR/D/1986/T (the "Agreement") to construct a Multiple Use Trail which will encroach upon the Right of Way between approximate Milepost 760.15 through 762.08 (approximately 2 miles); and

WHEREAS, Licensee and UTA entered into an Addendum #1 Agreement Regarding the Development and Operation of a Rails to Trails project on the Utah Transit Authority owned Denver & Rio Grande Western Railroad Corridor, also known as UTA Contract #DR/D/1986/T dated April 19, 2011 (the "Addendum") to install signage and connect Farmington Ranches HOA; and

WHEREAS, Licensee would like to participate in the extension of the Multiple Use Trail from Milepost 760.15 through 759.31; and

WHEREAS, Licensee has also built a paved connection to the Multiple Use Trail from 950 North prior to obtaining UTA's permission and is requesting that UTA allow the connection to remain in place; and

WHEREAS, UTA is willing to grant the Licensee a License (i) to extend the Multiple Use Trail between Milepost 760.15 through 759.31, and (ii) to continue to use the 950 North connection (collectively, the "New License"), conditioned upon the provisions set forth in this Agreement.

**AGREEMENT**

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Licensee and UTA agree to the following.

1. UTA hereby grants Licensee a license to extend the Multiple Use Trail from Milepost 760.15 to 759.31, as depicted in Exhibit "A" (Exhibit "A" is attached hereto and hereby incorporated into and made a part hereof by reference). This extension is agreed to, and the New License granted, subject to all the terms and conditions set forth in both the Agreement and Addendum referenced above.
2. UTA hereby grants to Licensee a license for the use of the 950 North connection as depicted in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part hereof by reference). The license for the 950 North connection is subject to all the terms and conditions of the Agreement and Addendum. Upon Termination of the license for this connection, Licensee will remove all pavement and materials used to build and maintain this connection, and shall restore the underlying property to the same or substantially similar condition as before construction of the connection. In the event Licensee shall not restore the property as described in the foregoing sentence, within ninety (90) days of Termination, UTA shall have the right to complete such restoration and submit an invoice for the cost thereof, together with a 10% administrative fee. Licensee shall pay the invoice within thirty (30) days of receipt thereof.
3. As consideration to UTA for the licenses granted hereunder, Licensee at its sole cost and expense agrees to maintain the UTA right of way from Milepost 760.15 through 759.31 to a standard set forth in Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).
4. All other conditions, requirements and agreements contained in the Agreement and Addendum shall continue in full force and effect. Unless otherwise defined herein, all capitalized terms used in this License shall have the same meanings as defined in the Agreement and Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed in duplicate as of the day and year first herein written.

**FARMINGTON CITY CORPORATION**

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_  
 Name:  
 Title:

By: \_\_\_\_\_  
 Paul Edwards, Senior Program Manger

ATTEST:  
 \_\_\_\_\_  
 Clerk

By: \_\_\_\_\_  
 Mailia Lauto'o, Manager of Property  
 Administration

APPROVED AS TO FORM:

\_\_\_\_\_  
 UTA Legal

**EXHIBIT "A"**

Design Plans for the extension to the Multiple Use Trail

**EXHIBIT "B"**

Design Plans for the 950 North Connection

**EXHIBIT "C"**

**Maintenance Standard**

The City agrees to maintain all Trail improvements in a good and workmanlike manner and in a manner consistent with the City's other public parks and trails. All maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of applicable governmental authority. Any landscaping, bushes, trees, plants, and the like (whether natural or planted by Licensee) within the Right of Way shall be maintained by Licensee in a manner that is acceptable to UTA.

# Denver & Rio Grande Western Rail Trail



# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Closed Meeting Staff Report

To: Honorable Mayor and City Council  
From: Neil Miller, Parks and Recreation Director  
Date: March 26, 2013

**SUBJECT: MOW TRAILER**

### RECOMENDATION

To pay for the mow trailer out of GL 39-665-515 in the amount of \$5500

### BACKGROUND

Last year Brad has had to deem our mow trailer as being unsafe. Because of the safety issue and time sensitivity we have ordered a trailer from Bubbas Trailers.

Because we previously budgeted two items, a plow and a sander, which cost \$10,000 less than expected, the mow trailer will not require an increase in the budget for GL 39-665-515.

Respectfully Submitted

Neil Miller  
Parks and Recreation Director

Review and Concur

Dave Millheim  
City Manager

## Arbor Day Proclamation

WHEREAS, In 1872 J. Sterling proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, emit oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other products, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

Now, Therefore, I Scott Harbertson, Mayor of Farmington City, do hereby proclaim April 20, 2013 as

### Arbor Day

In the city of Farmington, I urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program, and

Further, I urge all citizens to plant trees to gladden hearts and promote the well-being of present and future generations.

Dated this 20th day of April 2013

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Scott Harbertson  
Mayor



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 8, 2013

SUBJECT: **REVOCATION AND ABANDONMENT OF  
EASEMENT—FARMINGTON RANCHES, PHASE 7A**

### RECOMMENDATION

Move that the City Council authorize the Mayor to sign and record the enclosed revocation and abandonment of easement form vacating the 20 foot public utility and drainage easement abutting the rear property line of Lot 705 of the Farmington Ranches Subdivision, Phase 7A.

### BACKGROUND

The property owner/applicant desires to construct a shed in his rear yard as requested in the enclosed letter to the City dated March 20, 2013. Ken Klinker, the City's storm water official sees no problem or issue in abandoning this easement. The drainage patterns for this lot and this area of the subdivision do not rely on this easement, and it is not used by any utility companies.

Respectfully Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

**REVOCAION AND ABANDONMENT OF EASEMENT**

WHEREAS, the undersigned, Farmington City, a corporation or political subdivision of the State of Utah, (hereinafter "Grantor") has heretofore been granted and presently holds an easement and right-of-way for utility lines and/or related public drainage facilities over and through the following described property according to documents previously recorded in the office of the Davis County Recorder, State of Utah; and

WHEREAS, it has been determined that the above easement and right-of-way is no longer needed, and that it will inure to the benefit of the public and the affected property owners to abandon the easement and right-of-way described below.

NOW, THEREFORE, for consideration duly acknowledged and received, the undersigned Grantor hereby vacates, abandons, releases and disclaimers any rights, title or interest it may have in and to the below described easement and right-of-way to the present owner or owners as their interests may appear:

All of the 20' drainage and PUE (Public Utility Easement) abutting the east property line of Lot 705 of the Farmington Phase 7A Subdivision as recorded in the official records of Davis County Utah excluding the side lot PUE's.

IN WITNESS WHEREOF, the undersigned Grantor hereby causes this document to be executed by and through its duly authorized representative this 16th day of April, 2013.

GRANTOR: FARMINGTON CITY CORPORATION

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

ATTEST:

\_\_\_\_\_  
Holly Gadd  
City Rcorde

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_  
\_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_  
\_\_\_\_\_ of Grantor and that said instrument was signed in behalf of Grantor and  
that Grantor executed the same.

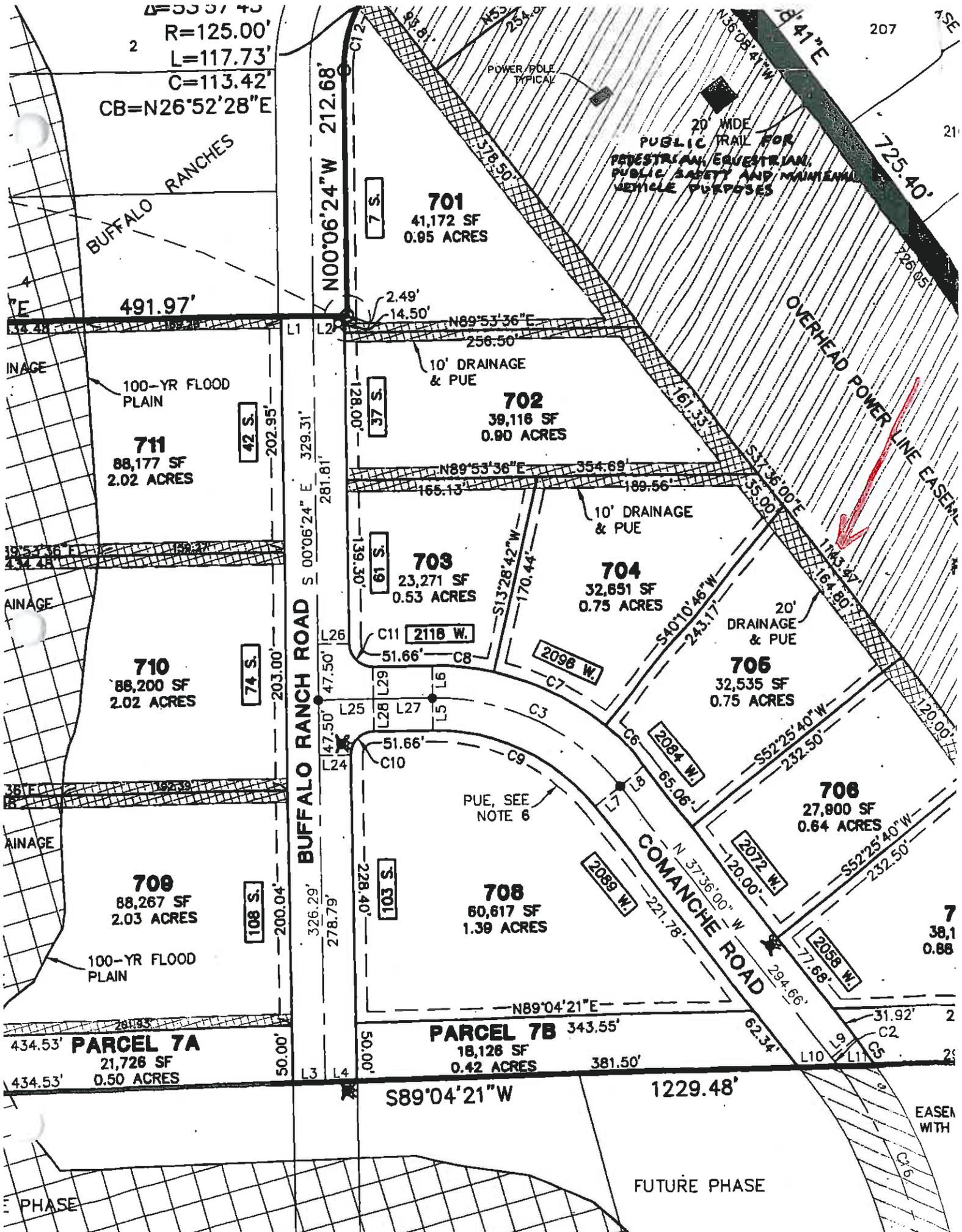
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Residing At:

\_\_\_\_\_



$\Delta = 55.5743$   
 $R = 125.00'$   
 $L = 117.73'$   
 $C = 113.42'$   
 $CB = N26^{\circ}52'28''E$

BUFFALO RANCHES  
 491.97'  
 100-YR FLOOD PLAIN  
**711**  
 88,177 SF  
 2.02 ACRES

**710**  
 88,200 SF  
 2.02 ACRES

**709**  
 88,267 SF  
 2.03 ACRES  
 100-YR FLOOD PLAIN

**708**  
 60,617 SF  
 1.39 ACRES

**707**  
 23,271 SF  
 0.53 ACRES

**706**  
 32,535 SF  
 0.75 ACRES

**705**  
 32,691 SF  
 0.75 ACRES

**704**  
 39,116 SF  
 0.90 ACRES

**703**  
 41,172 SF  
 0.95 ACRES

**PARCEL 7A**  
 21,726 SF  
 0.50 ACRES

**PARCEL 7B**  
 18,126 SF  
 0.42 ACRES

**7**  
 38,100 SF  
 0.88 ACRES

BUFFALO RANCH ROAD  
 COMANCHE ROAD  
 20' WIDE PUBLIC TRAIL FOR PEDESTRIAN, EQUESTRIAN, PUBLIC SAFETY AND MAINTENANCE VEHICLE PURPOSES  
 OVERHEAD POWER LINE EASEMENT  
 10' DRAINAGE & PUE  
 20' DRAINAGE & PUE  
 PUE, SEE NOTE 6  
 100-YR FLOOD PLAIN  
 FUTURE PHASE

# CHRISTOPHER DEMILLE DMD

2084 West Comanche Road • Farmington, Utah 84025 • Phone: 801 678-02285 • Fax: 801 969 6115  
E-Mail: [chrisedmille@hotmail.com](mailto:chrisedmille@hotmail.com) Web: [www.demillemackaydental.com](http://www.demillemackaydental.com)

Date: March 20, 2013

City Planner  
Farmington City  
160 S Main Street  
Farmington, Ut.  
84025

Dear City Planner:

I am writing in regards to my lot, #705, in the Farmington Ranches subdivision. The address is 2084 West Comanche Road. I would like to build a shed in the back yard in the southeast corner of my lot, but I noted that there is a 20 ft public utility and drainage easement bordering the back of my property. I spoke with Ken Klinker and he informed me of the process to get the easement vacated. I have enclosed letters from all of the public utilities, stating that they are not using the easement nor plan to in the future. It should also be noted that there is an open easement to the east of my property that provides an opportunity for any utility in the future if needed. I would like to request that the easement be vacated so that I can build my shed on the back edge of the property instead of having it 20 feet into the yard. I am hoping to build a shed approximately 36'X32' that would be used for lawnmowers, garden equipment, bikes, motorcycles and other storage.

Please consider vacating the easement as it is not being used for utilities and is also not being used for drainage. Thank you.

Sincerely,

Christopher DeMille



Space above for County Recorder's use  
PARCEL I.D.#

**DISCLAIMER OF UTILITY EASEMENT**

The undersigned, QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Davis County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 705, Farm 12 on Ranches Subdivision, located in the Southeast quarter of Section 22, Township 3 north, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah; said Subdivision recorded in the Office of the County Recorder for Davis County, Utah.

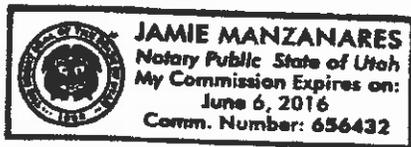
IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on March 18, 2013.

QUESTAR GAS COMPANY

By: *David Ingleby*  
Attorney-In-Fact

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE        )

On March 18, 2013, personally appeared before me David Ingleby, who, being duly sworn, did say that he is Attorney-In-Fact for QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, an official certification of which is recorded as Entry #2047223, at Book 3712, Page 84, in the Office of the Davis County Recorder.



*Jamie Manzanares*  
Notary Public



Ogden, Utah  
March 18, 2013

Chris DeMille  
2084 W Comanche Rd  
Farmington . UT 84025

RE: R/W 10-023-887

Dear Mr. DeMille:

I have examined our records regarding CenturyLink facilities in lot 705 of Farmington Ranches Phase 7A Subdivision at 2084 West Comanche Rd. There are no buried telephone facilities in the South/East corner of your lot. Therefore, CenturyLink has no objections to you building a Garage over the easement.

If you have any questions or need additional information, please contact me on 801-626-5401.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Ivester".

Matt Ivester  
Engineer II  
CenturyLink Communications

3/20/2013

To whom it may concern,

Rocky Mountain Power does not have underground power lines in the utility easements in the rear of the property at 2084 W Comanche Road Farmington, Utah. Rocky Mountain Power will not be using these easements on said property in the future. Thus, the power company is allowing the customer to encroach into the utility easements.

GREG SOTER  
ESTIMATOR

*Greg Soter Estimating Department 543-3016, Fax 543-3045  
Layton District Office, 635 N 1200 W, Layton, Utah 84041*

## CITY COUNCIL AGENDA

For Council Meeting:  
April 16, 2013

**SUBJECT: City Manager Report**

1. Upcoming Agenda Items
2. Fire Monthly Activity Reports for February
3. Building Activity Reports for February and March
4. Department of Heritage and Arts Grant

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

## *Upcoming Agenda Items*

### May 7, 2013 – Staff Reports Due: April 26<sup>th</sup>

#### Work Session:

Form Based Code – Building Form Standards: Site Planning, Bldg Scale, Mass & Setbacks

Presentations: Update to the 20 Year Trails Master Plan (George Chipman)  
Recognition of Utah Parks & Recreation Assoc. Volunteer of the Year

#### Action Items:

URPA Recognition – Kim Olsen will make presentation

#### Summary Action Items:

- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Minutes from April 16, 2013



# Farmington City Fire Department



## Monthly Activity Report

### February 2013



#### Emergency Services

**Fire / Rescue Related Calls:** 24  
*All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...*

**Ambulance Related Calls:** 40 / Transported 20 (50%)  
*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...*

**Calls Missed / Unable to adequately staff:** 3

**Urgent EMS Related Response Times (AVG):** 4.4 Minutes GOAL 4 minutes or less (+.4min.)

**Urgent Fire Related Response Times (AVG):** 8.8 Minutes GOAL 4 minutes or less (+ 4.8 min.)

#### Department Man-Hours (based on the following 28-day pay periods Dec 28<sup>th</sup> & Jan 25<sup>th</sup> 2013)

<b>Part-Time Shift Staffing:</b>	1302	Budgeted 1344	Variance -42
<b>Part-Time Secretary:</b>	132.5	Budgeted 80	Variance +52.5 (Training)
<b>Part-Time Fire Marshal:</b>	20	Budgeted 60	Variance - 40
<b>Full-Time Captain:</b>	164	Budgeted 160	Variance / Overtime + 4
<b>Full-Time Fire Chief:</b>	N/A	Salary Exempt	
<b>Training &amp; Drills:</b>	112		
<b>Emergency Callbacks:</b>	304	FIRE 124 Hrs / EMS 180 Hrs	
<b>Special Event Hours:</b>	58		(YTD:) 109
<b>Total Staffing Hours:</b>	2,034.5		(YTD:) 4,023

#### Monthly Revenues & Grant Activity YTD

	Prev. Month	Calendar Year	FY 2013
<b>Ambulance:</b>			
Ambulance Services Billed (previous month):	\$45,018.37	\$84,481.96 YTD	\$277,798.00
Ambulance Billing Collected (previous month):	\$10,816.72	\$35,787.03 YTD	\$156,588.69
<b><i>Variiances:</i></b>	<b><i>-\$34,201.50</i></b>	<b><i>-\$48,694.93 YTD</i></b>	<b><i>-\$121,209.31</i></b>
<b>Grants / Assistance / Donations:</b>			
Grants Applied For:	\$0	\$6,170 YTD	
Grants Received:	\$0	\$111,010 YTD	

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

Drill # 1– Officers Monthly Meeting & Training: 21  
Drill #2– EMS – Stroke / Cardiac / Trauma Review 61 Avg. Wednesday Night Drill Attendance  
Drill #3– Canyon Rescue / Introduction 61 by FFD Personnel This Month: 18  
Drill #4– NO DRILL – RESERVED Man Hrs For – ICE RESCUE - Instructor Training -

Other: UBEMS T.O & Instructor / St. George x 1 16

**Total Training / Actual Attended Man-Hours: 149 4,524 YTD**

**Fire Prevention & Inspection Activities QTY**

Business Inspections: 1

Fire Plan Reviews & Related: 8

Station Tours & Public Ed Sessions: 14

**Health, Wellness & Safety Activities QTY**

Reportable Injuries: 1 1 YTD

Physical Fitness / Gym Membership Participation % 38%

Chaplaincy Events: 2

**FFD Committees & Other Internal Group Status**

Process Improvement Program (PIP) Submittals: 0 1 YTD

**Active FFD Committees:** Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub. Ed.

**Non-Active FFD Committees:** Haz-Mat Apparatus & Equipment, Building & Facilities.

**Additional Narrative:**

*February call volumes came in lower than our busy January; however, included a couple of structure incidents that consumed call-back hours. Delivery of services (response times) remained close to the same - EMS calls 4.4 minute avg. and FIRE calls 8.8 minute avg. Three calls (4%) resulted in either short-staffing or no-staffing of apparatus, primarily during day time hours and weekends. FFD fell only a few hours short on shift staffing (42 Hrs YTD). We exceeded our scheduled secretary budget by approx. 53 hours for our new Secretary in-service training. Ambulance transport percentages remained the same (50% transports on all medical incidents). Collections of revenues continue with little predictability due to collection & mandated billing variables. February training focused on Stroke, Cardiac and Trauma services / delivery centers throughout our transport district, Rope Rescue / High-Angle Rescue In-Service refresher, Ice Rescue Equipment Preparation and UBEMS Training Officer & Instructor schooling in St. George. Tender 711 was returned from SLC with new water tank, pump, and collapsible tank-holder installation complete. This Tender is now 90% mission capable, waiting on emergency signaling devices and decal installations. FFD released one part-time probationary firefighter due to a harassment related incident. FFD was able to recognize a local member of our community for helping a victim and fire crews during one of the snow storms in January. FFD placed is placing focus on preparing for what is being predicted as a very busy fire season. FFD received the go-ahead to pursue one additional Full-Time Captain and is in the process of testing several in-house candidates. Testing should be completed in late March with a tentative starting date of the 3<sup>rd</sup> week in April. This brings us one step closer to supporting three-shifts with one full-time person.*

Please feel free to contact myself at your convenience for question, comments or concerns:

Cell (801) 643-4142 or email [asmith@farmington.utah.gov](mailto:asmith@farmington.utah.gov)

Respectfully,

Guido Smith  
Fire Chief

Month of February 2013	BUILDING ACTIVITY REPORT - JULY 2012 THRU JUNE 2013				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	8	8	\$2,054,000.00	124	124
DUPLEX					
MULTIPLE DWELLING	0	0	\$0.00	3	3
OTHER RESIDENTIAL	0	0	\$0.00	65	65
<b>SUB-TOTAL</b>	<b>8</b>	<b>8</b>	<b>\$2,054,000.00</b>	<b>192</b>	<b>192</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	4		\$31,108.00	22	
CARPORT/GARAGE	0		\$0.00	4	
ADDITIONS/REMODELS	2		\$80,000.00	21	
SWIMMING POOLS/SPAS	0		\$0.00	3	
OTHER (water heater, furnace, sewer line)	4		\$23,090.00	55	
<b>SUB-TOTAL</b>	<b>10</b>		<b>\$134,198.00</b>	<b>105</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	0		\$0.00	8	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHERS (Temp Trailer)	0		\$0.00	7	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>15</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	2		\$1,113,000.00	42	
OFFICE	2		\$255,300.00	4	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES					
OTHER					
<b>SUB-TOTAL</b>	<b>4</b>		<b>\$1,368,300.00</b>	<b>47</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
Signs, Ftgs.	4		\$466,400.00	16	
<b>SUB-TOTAL</b>	<b>4</b>		<b>\$466,400.00</b>	<b>16</b>	
<b>TOTALS</b>	<b>26</b>	<b>8</b>	<b>\$4,022,898.00</b>	<b>375</b>	<b>192</b>

Month of March 2013	BUILDING ACTIVITY REPORT - JULY 2012 THRU JUNE 2013				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	17	17	\$4,523,811.00	141	141
DUPLEX					
MULTIPLE DWELLING	0	0	\$0.00	3	3
OTHER RESIDENTIAL	0	0	\$0.00	65	65
<b>SUB-TOTAL</b>	<b>17</b>	<b>17</b>	<b>\$4,523,811.00</b>	<b>209</b>	<b>209</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	2		\$18,840.00	24	
CARPORT/GARAGE	0		\$0.00	4	
ADDITIONS/REMODELS	2		\$12,500.00	23	
SWIMMING POOLS/SPAS	0		\$0.00	3	
OTHER (waterheater, furnace, solar, demo)	8		\$50,530.00	63	
<b>SUB-TOTAL</b>	<b>12</b>		<b>\$81,870.00</b>	<b>117</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	1		\$1,109,000.00	9	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHERS (Temp Trailer)	0		\$0.00	7	
<b>SUB-TOTAL</b>	<b>1</b>		<b>\$1,109,000.00</b>	<b>16</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	0		\$0.00	42	
OFFICE	0		\$0.00	4	
PUBLIC/INSTITUTIONAL	1		\$21,141.00	2	
CHURCHES					
OTHER					
<b>SUB-TOTAL</b>	<b>1</b>		<b>\$21,141.00</b>	<b>48</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
Signs, Upgrade Cell Tower, Demo	5		\$101,700.00	21	
<b>SUB-TOTAL</b>	<b>5</b>		<b>\$101,700.00</b>	<b>21</b>	
<b>TOTALS</b>	<b>36</b>	<b>17</b>	<b>\$5,837,522.00</b>	<b>411</b>	<b>209</b>



State of Utah

GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

Department of Heritage and Arts

Julie Fisher  
Executive Director

State History

Wilson G. Martin  
Director

April 3, 2013

Mr. Dave Millheim  
Farmington CLG  
160 South Main Street  
Farmington UT 84025

Dear Mr. Millheim:

I am very pleased to inform you that your organization has been awarded a grant in the amount of \$10,000 for the 2013-2014 grant period. Congratulations! We are pleased to support the projects you have outlined in your grant application and to partner with you in helping preserve Utah's cultural resources and history.

In order to implement the grant, we must prepare a contract between Utah State History and your organization with an acceptable work plan and budget developed by our staff. Don Hartley and Barbara Murphy are your staff advisors. We will be sending you contracts for your review and signature within the next few weeks. If you have questions about the grant or contract, please contact Debbie Dahl at [ddahl@utah.gov](mailto:ddahl@utah.gov) or 801-245-7233.

Sincerely,

Kristen Rogers-Iversen  
Acting Director

CITY COUNCIL AGENDA

For Council Meeting:  
April 16, 2013

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

1. Letter from W.B. Gatrell

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

40N 100 West, PO Box 586  
Farmington, Utah 84025-0586  
April 9, 2010

The Honorable Scott T. Harbertson, Mayor  
Farmington City

Dear Mayor Harbertson:

As you are well aware, Farmington was subjected to strong winds during the night of 8-9 April. At about 8:00 am today I observed that my garbage container which I had placed curbside for routine pickup had been blown over before it had been picked up. I braved the tempestuous winds and uprighted it; to no avail, it was promptly tipped over by the wind.

While watching out of my kitchen window at about 8:35 am I saw the Robinson Waste Service truck pull up to the tipped-over container. The driver dismounted from the truck, righted and aligned the container, climbed back into the truck, activated the pickup mechanism, and dumped the contents into the truck. When the container was set back on the ground, the wind immediately tipped it over towards the truck's wheels. The driver saw this and backed up and away from it before pulling forward, thus avoiding running over the container.

I have always been satisfied by the pickup service provided by Robinson Waste Service. Farmington City made a good decision when it selected that contractor. And Robinson Waste has been very skilled in hiring employees who are skilled, proficient, and dedicated.

Sincerely yours,



W. B. Gatrell

Telephone: 801-451-2275