

**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 Henry Walker Homes Development, school access issues 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, October 29, 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 Summary for Planning Commission held October 10, 2013

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

7:25 Amendment of Development Agreement for the Farmington Creek Estates, Phase IV (PUD)

7:35 Farmington Ranches Trail Budget Amendment

7:45 Discussion of Potential Skate Park

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

8:00 City Position on Proposed Davis County Jail Expansion

### **SUMMARY ACTION:**

8:15 Minute Motion Approving Summary Action List

1. Pluralsight Software Company Advertising Assistance
2. Revocation and Abandonment of Farr Trail Easement
3. Approval of Minutes from October 1, 2013
4. Approval of Minutes from October 15, 2013

**GOVERNING BODY REPORTS:**

8:20 City Manager Report

1. Lease of Old Farm Property for Weed Control

8:30 Mayor Harbertson & City Council Reports

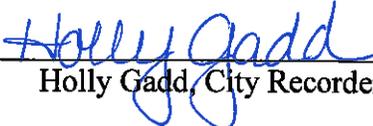
**ADJOURN**

**CLOSED SESSION**

Minute motion adjourning to closed session for property acquisition.

DATED this 24th day of October, 2013.

**FARMINGTON CITY CORPORATION**

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:  
October 29, 2013

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

It is requested that City Council Member Jim Talbot give the invocation/opening comments to the meeting and it is requested that City Manager Dave Millheim 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:  
October 29, 2013

**S U B J E C T:** Executive Summary for Planning Commission held October 10, 2013

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

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



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
RICK DUTSON  
CORY R. RITZ  
JIM TALBOT  
SID YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson, Associate Planner  
Date: October 18, 2013  
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON OCTOBER 10, 2013

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on October 10, 2013 [note: six commissioners attended the meeting— Brad Dutson, Brett Anderson, Brigham Mellor and Michael Nilson and Alternate Commissioners Nate Creer and Rebecca Wayment]:

1. Chris Ensign (Public Hearing) – Applicant is requesting a recommendation for Schematic Plan approval for The Farmington Bungalows Subdivision (7 lots) on 2.51 acres located at 361 West State Street in an OTR zone. (S-15-13)

*Voted to table this item until the property owner could meet with neighbors impacted by development, pursue a possible 300 West access road alignment, meet with Historic Preservation Committee and staff could research the potential impacts to State Street with the City Traffic Engineer.*

*Vote 6-0*

2. Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance regarding driveways. (ZT-8-13)

*Voted to table this item until staff could further review proposed amendment.*

*Vote: 6-0*

Respectfully Submitted

Eric Anderson  
Associate Planner

Review & Concur

Dave Millheim  
City Manager

## CITY COUNCIL AGENDA

For Council Meeting:  
October 29, 2013

**S U B J E C T: Amendment of Development Agreement for the Farmington Creek Estates, Phase IV (PUD)**

### **ACTION TO BE CONSIDERED:**

Deny the request by Candland Olson to amend the Development Agreement for the Farmington Creek Estates, Phase IV (PUD) Subdivision.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Ken Klinker.

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. HARRERTSON  
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: Ken Klinker  
Date: October 29, 2013  
SUBJECT: AMENDMENT OF DEVELOPMENT AGREEMENT FOR THE FARMINGTON CREEK ESTATES, PHASE IV (PUD)

### RECOMMENDATION

Deny the request by Candland Olson to amend the Development Agreement for the Farmington Creek Estates, Phase IV (PUD) Subdivision.

### BACKGROUND

A Development Agreement for the Farmington Creek Estates, Phase IV (PUD) Subdivision was entered into on February 19, 2013. Section 3.f. of the agreement states "FEMA Floodplain. The Developer must obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA) removing the "Zone A- No base flood elevations determined" designation from the FEMA Flood Insurance Rate Map (FIRM Community Panel Number 49011C 0381 E, June 18, 2007) for the entire Property prior to the issuance of any building permit for the Project by the City.

The Developer received a Conditional Letter of Map Revision (CLOMR) from FEMA prior to construction of the subdivision. Once it was built, the work was surveyed and the LOMR application was submitted to FEMA. The Developer is awaiting approval of the LOMR, and is requesting that he be allowed to get building permits and start construction before the final LOMR approval.

If the construction was done according to what FEMA approved for the CLOMR, the LOMR should be approved. If it was not built according to what was approved, it is possible that additional work would have to be done to the building pads before FEMA approval. Attached is a letter from Wilding Engineering addressing this possibility. If additional work was required after construction has begun, it may not be possible to do the work required by FEMA. Issuing building permits in advance of FEMA's final LOMR approval could cause homes to stay in the floodplain and cause hardship for those future owners.

Respectfully submitted

  
Ken Klinker  
Zoning Administrator

Review and Concur

  
Dave Millheim  
City Manager

Attachments: Letter from Candland Olson  
Letter from Wilding Engineering  
Development Agreement for the Farmington Creek Estates Phase IV (PUD)

# Candland L. Olsen, D.D.S., P.C.

DIPLOMAT OF THE AMERICAN BOARD

Member  
American Association of  
Orthodontists



460 SOUTH 400 EAST • BOUNTIFUL, UTAH 84010 • (801) 295-4711

October 17, 2013

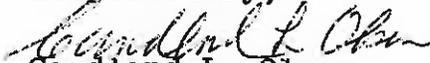
TO THE FARMINGTON CITY COUNCIL:

My appearance is to address the contract with Farmington City in regards to the issuance of building permits on the Farmington Creek Estates Phase 4 subdivision. The agreement is that no building permits be allowed until FEMA grants the final LOMAR.

The project was started with the conditional LOMAR (CLOMAR). All the terms of the conditional LOMAR have been met. It was stamped by Farmington after a 30 day delay and has now been with FEMA for 60 days and delayed now with the Government shutdown. In the meantime, I have invested great expense and clients are ready to build and feel that we are being held hostage to the FEMA final approval.

For this reason, I am asking you to readdress the contract and consider some type of relief to me on this issue.

Respectfully,

  
Candland L. Olsen



October 16, 2013

Farmington City  
ATTN: Dave Millheim, City Manager  
160 South Main  
Farmington, Utah 84025

RE: Farmington Creek Estates Phase 4 status with FEMA approval

Mr. Millheim,

The purpose of this letter is to update you on the current status of the approval for Farmington Creek Estates Phase 4 Letter of Map Revision (LOMR) application to FEMA. As you are aware, the project received a Conditional Letter of Map Revision (CLOMR) approval in November of 2012 and the improvements for the development and lots have since been constructed to satisfy the conditions in the CLOMR. Once the construction of 1100 West was complete and the lots were filled to the elevations specified in the CLOMR approval, we surveyed the lots and 1100 West improvements and have submitted that information with a LOMR application to prove that the project meets the requirements of the CLOMR approval.

Before we could submit the LOMR application to FEMA, it had to be reviewed and approved by Farmington City's engineer, Paul Hirst. That review took place on or about August 14 and we received a community acknowledgment form with Dave Peterson's signature. The application to FEMA occurred on the 15<sup>th</sup> of August. We received a comment back from FEMA on the second week of September that they wanted an additional map of the project and we provided that to them. On September 27, we were notified that they had received the additional map and the application was in process.

As you are also aware, the federal government partially shut down on October 1. We are certain that this has affected the processing of our LOMR application through FEMA. This is causing a hardship for the owner of the project and those that wish to begin building on these lots.

Again, the purpose of the LOMR application is to prove to FEMA (through field survey data and other information) that the construction was in accordance of the CLOMR conditions. We would expect this approval process to be somewhat expedited, since it boils down to a check of the data against the CLOMR approval. It is extremely unlikely that FEMA's review of the LOMR application would change the conditions of the CLOMR application and therefore, require additional work on site (ie, raising of the pads to a higher elevation). We are confident that the LOMR will be approved but are uncertain as to when this approval will come.

We respectfully ask that the City Council review this information as they consider Mr. Olson's request to be allowed to move forward with building permits on this project. Please let me know if you have any questions.

Thank you,

Mike Carlton, P.E.  
Vice-President, Engineering

RETURNED  
FEB 22 2013

08-189-0122

E 2722086 B 5712 P 980-993  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/22/2013 03:10 PM  
FEE \$36.00 Pgs: 14  
DEPT REC'D FOR FARMINGTON CITY

**DEVELOPMENT AGREEMENT  
FOR THE FARMINGTON CREEK ESTATES, PHASE IV (PUD)**

**THE DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 19 day of February 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:**

A. Developer owns approximately 3.65 acres of property located within the City, which property is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Property").

B. Developer has submitted an application to the City seeking approval of the project on the Property as a Planned Unit Development (PUD) subdivision in accordance with the City's Laws. Developer's project shall be known as Farmington Creek Estates, Phase IV, a Planned Unit Development Subdivision (the "Project").

C. On December 13, 2012, Developer received approval of a preliminary plat (the "Preliminary Plat") for the Project from the Farmington City Planning Commission. The Preliminary Plat provides for the development of 7 single-family residential lots.

D. Developer desires to develop the Property consisting of the 7 lots, collectively along with streets which are more particularly described and illustrated on the Final Plat for the Project as set forth in **Exhibit B** attached hereto and by this reference made a part hereof.

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

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

**AGREEMENT**

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

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

2. **Final Plat.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public meetings necessary for the lawful approval of the Final Plat. The Final Plat is attached hereto as Exhibit B, has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a Planned Unit Development in accordance with the approved Final Plat except as provided herein.

3. **Development of the Project.** The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

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

b. **Roads and Traffic.** Roads for the Project shall be developed in accordance with the City's Master Transportation Plan and the Development Plan.

i. Previously the Developer conveyed land to the City, in fee title, running the entire length of the west side of the Property for purpose of widening the adjacent street. This land shall be included in the Final Plat and shall be dedicated as part of the public right-of-way for 1100 West Street.

ii. Developer shall post a bond acceptable to the City, prior to recordation of the Final Plat and fully improve the 1100 West Street right-of-way the full length of the abutting Project excluding the bridge portion over Farmington Creek. The bridge portion will be constructed at a later time by the City. Improvements for 1100 West Street shall include but are not limited to curb and gutter on the east side of the right-of-way, asphalt for 27 feet in width extending from the west side of the curb and gutter, road base for 11 feet in width extending from the west side of the 27 feet of asphalt, sidewalk on the east side, and all related underground public improvements including under the bridge portion of the street.

iii. 1100 West is identified as a Major Collector on the City's Master Transportation Plan (MTP). A portion of the street constitutes a system improvement. The City and Developer shall enter into an agreement whereby the City will reimburse the Developer for the actual cost to construct 11 foot wide road base to the west of the 27 foot wide asphalt improvement described above.

c. **Flood Control.** Developer must obtain a Flood Control Permit from Davis County prior to recording the Final Plat. Developer shall convey an easement, acceptable

to the City and the County, along the Farmington Creek corridor for drainage and flood control purposes.

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

e. Utilities and Infrastructure.

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

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

iii. All off-site improvements will be constructed and installed in a timely manner in order to coincide with development of the various phases of the Project.

iv. Developer shall make arrangements with and shall comply with all of the requirements of the Weber Basin Water Conservancy District ("Weber Basin") to provide secondary water service to each lot within the Project. Where appropriate, Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Weber Basin in order to ensure delivery of secondary water to properties located within the Project.

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

vi. City shall enter into an agreement with the Developer whereby it agrees to reimburse Developer the actual cost of upsizing any culinary water line above 8" in diameter, including related improvements, to accommodate any such increase in pipe size.

f. FEMA Floodplain. The Developer must obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA) removing the "Zone A - No base flood elevations determined" designation from the FEMA Flood Insurance Rate Map (FIRM Community Panel Number 49011C 0381 E, June 18, 2007) for the entire Property prior to the issuance of any building permit for the Project by the City.

g. Grading and Drainage, Storm-water Run-off, Erosion Control, and Revegetation Plans. Developer shall provide a grading and drainage, erosion control and revegetation plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer, and a landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type and show the location of existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and implement best management practices (BMP's) altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the revegetation is complete.

h. Easements. All required easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of final plats for each phase of the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement. The drainage

easements shall provide for the flow of water and drainage over and through the Property at the locations specified in said easements.

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

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

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

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

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

ii. **Inspection by the City.** The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twenty-four (24) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

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

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

5. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefore by the City.

6. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

7. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

8. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

9. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: Candland C. Olsen  
776 Woodmoor Circle  
Bountiful, Utah 84010

To the City: Farmington City  
Attn: City Manager  
160 South Main Street  
Farmington, Utah 84025-0160

10. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

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

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

d. The right to terminate this Agreement.

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

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

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

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

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

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

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

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

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

19. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within three (3) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

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

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

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

**"CITY"**

**FARMINGTON CITY**

ATTEST:

Holly Gadd  
City Recorder

By: Scott C. Harbertson  
Mayor

**"DEVELOPER"**

**CANDLAND L. OLSEN**

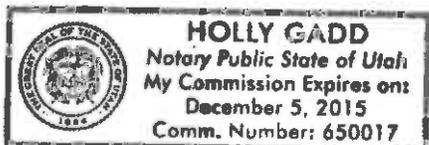
By: Candland L. Olsen

its: \_\_\_\_\_

**CITY ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      :SS.  
COUNTY OF DAVIS        )

On the 19 day of February, 2013, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.



Holly Gadd  
9

My Commission Expires:

Notary Public  
Residing at:

12/05/2015

DAVIS COUNTY

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

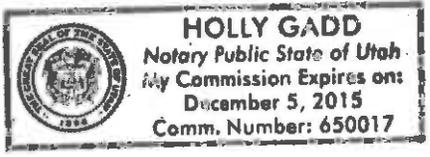
On this 21 day of February, 2013, personally appeared before me, Candland L. Olsen, who being by me duly sworn, did say that he is **Candland L. Olsen**, and that the foregoing instrument was signed on behalf of said developer and duly acknowledged to me that he executed the same.

Holly Gadd  
Notary Public  
Residing at:

My Commission Expires:

12/05/2015

DAVIS COUNTY



**EXHIBIT A**  
**Property Description**

BEGINNING AT A POINT SOUTH 00°08'10" EAST 298.50 FEET AND WEST 12.01 FEET FROM THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING;

THENCE SOUTH 89°48'10" EAST 200.04 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 116 AS RECORDED IN THE FARMINGTON CREEK ESTATES PHASE 1 PLAT;

THENCE ALONG THE WEST BOUNDARIES OF LOTS 116, 115, AND 114 SOUTH 360.16 FEET TO A POINT ON THE FARMINGTON CREEK ESTATES PHASE 2 BOUNDARY;

THENCE ALONG SAID PHASE 2 BOUNDARY LINE THE FOLLOWING THREE COURSES;

(1) SOUTH 11°2'31" WEST 195.40 FEET;

(2) SOUTH 03°41'10" WEST 103.80 FEET;

(3) SOUTH 229.45 FEET TO AN EXISTING FENCE;

THENCE WEST ALONG SAID FENCE, 155.38 FEET TO THE EAST LINE OF 1100 WEST ROAD;

THENCE NORTHWESTERLY ALONG SAID 1100 WEST ROAD, 3.57 FEET ALONG THE ARC OF A .960.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 00°06'24" WEST 3.57 FEET);

THENCE NORTH ALONG 1100 WEST ROAD, 881.98 FEET TO THE POINT OF BEGINNING.  
CONTAINING 3.65 ACRES.

**EXHIBIT B**

**Final Plat**

# FARMINGTON CREEK PHASE 4

LOCATED IN THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH  
FINAL PLAT



### SURVEYOR'S CERTIFICATE:

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires \_\_\_\_\_.

### PROPERTY DESCRIPTIONS:

SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, BEING PART OF THE FARMINGTON CREEK PHASE 4 SUBDIVISION, PLAT NO. \_\_\_\_\_, DAVIS COUNTY, UTAH, AS SHOWN ON THE PLAT.

SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, BEING PART OF THE FARMINGTON CREEK PHASE 4 SUBDIVISION, PLAT NO. \_\_\_\_\_, DAVIS COUNTY, UTAH, AS SHOWN ON THE PLAT.

### NARRATIVE OF BOUNDARY:

SEE THE RECORDS OF DEEDS WITH THE DAVIS COUNTY SURVEYORS OFFICE FOR DETAILS REGARDING THE BOUNDARY.

### BASIS OF BEARINGS:

THE BEARINGS ARE FROM THE NORTHWEST CORNER OF SECTION 25 TO THE SOUTH, THENCE BY COURSE OF \_\_\_\_\_, BEARING \_\_\_\_\_, DISTANCE \_\_\_\_\_, TO THE POINT OF BEGINNING.

### OWNER'S DEDICATION:

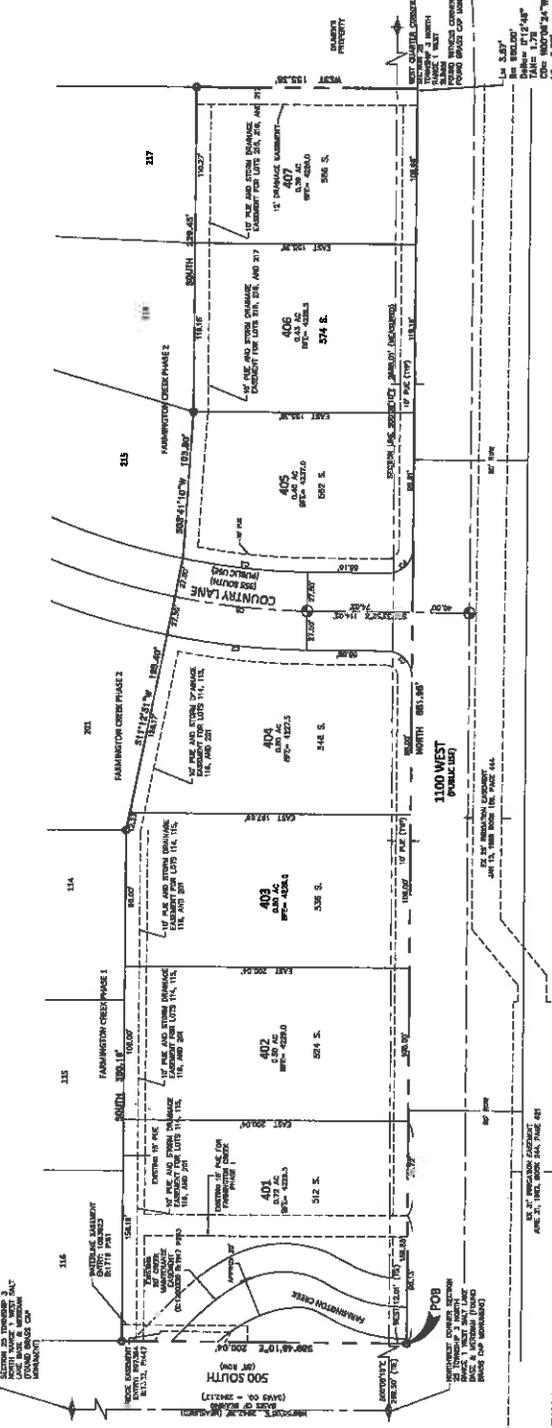
THE OWNER HEREBY DEDICATES TO THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT WHICH ARE NOT BEING OFFERED FOR PRIVATE SALE OR CONVEYANCE TO ANY PERSON OR ENTITY OTHER THAN THE STATE OF UTAH OR ANY OF ITS AGENCIES OR INSTRUMENTALITIES. THE DEDICATION IS MADE FOR THE PURPOSES OF THE FARMINGTON CREEK PHASE 4 SUBDIVISION, PLAT NO. \_\_\_\_\_, DAVIS COUNTY, UTAH, AS SHOWN ON THE PLAT.

### ACKNOWLEDGMENT:

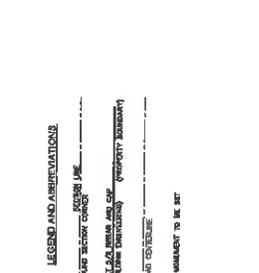
STATE OF UTAH, COUNTY OF \_\_\_\_\_, I, \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME IN THE STATE OF UTAH, COUNTY OF \_\_\_\_\_, AND I, \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME IN THE STATE OF UTAH, COUNTY OF \_\_\_\_\_, AND WE, THE UNDERSIGNED, ARE ALL OF LEGAL AGE AND SOUND MIND AND WE HAVE READ AND UNDERSTAND THE CONTENTS OF THE FOREGOING PLAT AND WE HAVE VOLUNTARILY SIGNED AND SUBSCRIBED TO THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

### ACKNOWLEDGMENT:

STATE OF UTAH, COUNTY OF \_\_\_\_\_, I, \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME IN THE STATE OF UTAH, COUNTY OF \_\_\_\_\_, AND I, \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME IN THE STATE OF UTAH, COUNTY OF \_\_\_\_\_, AND WE, THE UNDERSIGNED, ARE ALL OF LEGAL AGE AND SOUND MIND AND WE HAVE VOLUNTARILY SIGNED AND SUBSCRIBED TO THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.



SECTION	RANGE	TOWNSHIP	AREA (AC)	PERCENT	TOTAL AREA (AC)
25	1	3	160.00	100.00	160.00
26	1	3	160.00	100.00	160.00
TOTAL			320.00		320.00



LEGEND AND ABREVIATIONS:  
 - ROAD RIGHT-OF-WAY  
 - EXISTING EASEMENT  
 - PROPERTY BOUNDARY  
 - PROPERTY INTEREST

NOTES:  
 1. THE PLAT IS SUBJECT TO ALL RECORDS OF DEEDS IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, UTAH.  
 2. A 5' EASEMENT HAS BEEN PROVIDED FOR THE FARMINGTON CITY UTILITIES DEPARTMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITY LINES.  
 3. THE PLAT IS SUBJECT TO ALL RECORDS OF DEEDS IN THE PUBLIC RECORDS OF THE COUNTY OF DAVIS, UTAH.

SHEET 1 OF 1

APPROVAL AS TO FORM RECOMMENDED FOR APPROVAL THIS DAY OF _____, 2017 BY THE FARMINGTON CITY ATTORNEY, _____	CITY ENGINEER RECOMMENDED FOR APPROVAL THIS DAY OF _____, 2017 BY THE FARMINGTON CITY ENGINEER, _____	PLANNING COMMISSION RECOMMENDED FOR APPROVAL THIS DAY OF _____, 2017 BY THE FARMINGTON CITY PLANNING COMMISSION, _____	CENTRAL DAVIS DISTRICT RECOMMENDED FOR APPROVAL THIS DAY OF _____, 2017 BY THE CENTRAL DAVIS DISTRICT, _____	BENCHLAND WATER DISTRICT RECOMMENDED FOR APPROVAL THIS DAY OF _____, 2017 BY BENCHLAND WATER DISTRICT, _____	CITY COUNCIL APPROVAL RECOMMENDED FOR APPROVAL THIS DAY OF _____, 2017 BY THE FARMINGTON CITY COUNCIL, _____
FARMINGTON CITY ATTORNEY: _____		FARMINGTON CITY ENGINEER: _____		FARMINGTON CITY PLANNING COMMISSION: _____	
FARMINGTON CITY ATTORNEY: _____		FARMINGTON CITY ENGINEER: _____		FARMINGTON CITY PLANNING COMMISSION: _____	

DAVIS COUNTY RECORDER  
 RECORDED IN THE \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

DATE: \_\_\_\_\_



CITY COUNCIL AGENDA

For Council Meeting:  
October 29, 2013

**SUBJECT: Farmington Ranches Trail Budget Amendment**

**ACTION TO BE CONSIDERED:**

Approve the allocation to fund around \$30,000 to extend Farmington Ranches trail. 10% to be taken from the trail improvement reserve and 90% from the General Fund balance.

**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



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: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: October 23, 2013

Subject: **APPROVAL OF BUDGET FOR EXTENDING FARMINGTON RANCHES TRAIL**

### RECOMMENDATION

Approve the allocation to fund around \$30,000.00 to extend Farmington Ranches trail. 10% to be taken from the trail improvement reserve and 90% from the General Fund balance.

### BACKGROUND

This was presented at the last City Council meeting and approved but the Council wanted some of the funds to come from the trail improvement reserve account. That account has \$14,790.00 as of June 30, 2013 in it. It is proposed to take 10% of the cost for the trail from there, which would be \$3,000.00. The rest would be from the General Fund balance.

The trails committee has met and discussed this extension of the trail and are in support of this improvement and the cost sharing. They also would like to come to a future City Council meeting and discuss future projects to be done.

The developer has finished the detention basin from the Meadow View subdivision and the City would like to now go in and make the detention basin easier to maintain and put in the trail that goes in along the edge of the detention basin while construction is going on in the subdivision and before homes are built along the northern side of the trail.

The trail will connect to the trail that comes from Farmington Ranches park area.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

## CITY COUNCIL AGENDA

For Council Meeting:  
October 29, 2013

**S U B J E C T: Discussion of Potential Skate Park**

### **ACTION TO BE CONSIDERED:**

City Council discuss skate park as proposed by Planning Commissioner Brigham Mellor.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

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



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
RICK DUTSON  
CORY R. RITZ  
JIM TALBOT  
SID YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report (For Discussion Only)

To: Honorable Mayor and City Council  
From: Eric Anderson, Associate Planner  
Date: October 22, 2013  
SUBJECT: DISCUSSION OF POTENTIAL SKATE PARK

### RECOMMENDATION

City Council discuss a potential skate park as proposed by Planning Commissioner Brigham Mellor

### BACKGROUND

Staff has been approached by Planning Commissioner Brigham Mellor about the possibility of doing a skateboard park underneath a freeway overpass near the Legacy Parkway Trail, east of Station Park. The land is currently owned and maintained by UDOT. Mr. Mellor asserted that other cities have proposed and constructed similar types of projects and these projects have brought in a lot of visitors who are drawn to the area for that specific purpose and end up being an economic boon to the surrounding community.

Some of the other commissioners discussed a possible public/private partnership to fund and sponsor the skate park. Dave Petersen mentioned that Farmington City was one of the first cities on the Wasatch Front to have a skate park, and when it first opened it proved to be a huge draw to people all along the Wasatch Front. This skate park was viewed favorably by the Police Department because kids were no longer riding their skateboards in front of the Davis County Offices. However, our current skate park has become surpassed by other cities and is out-of-date and a new one could be a highly valued asset.

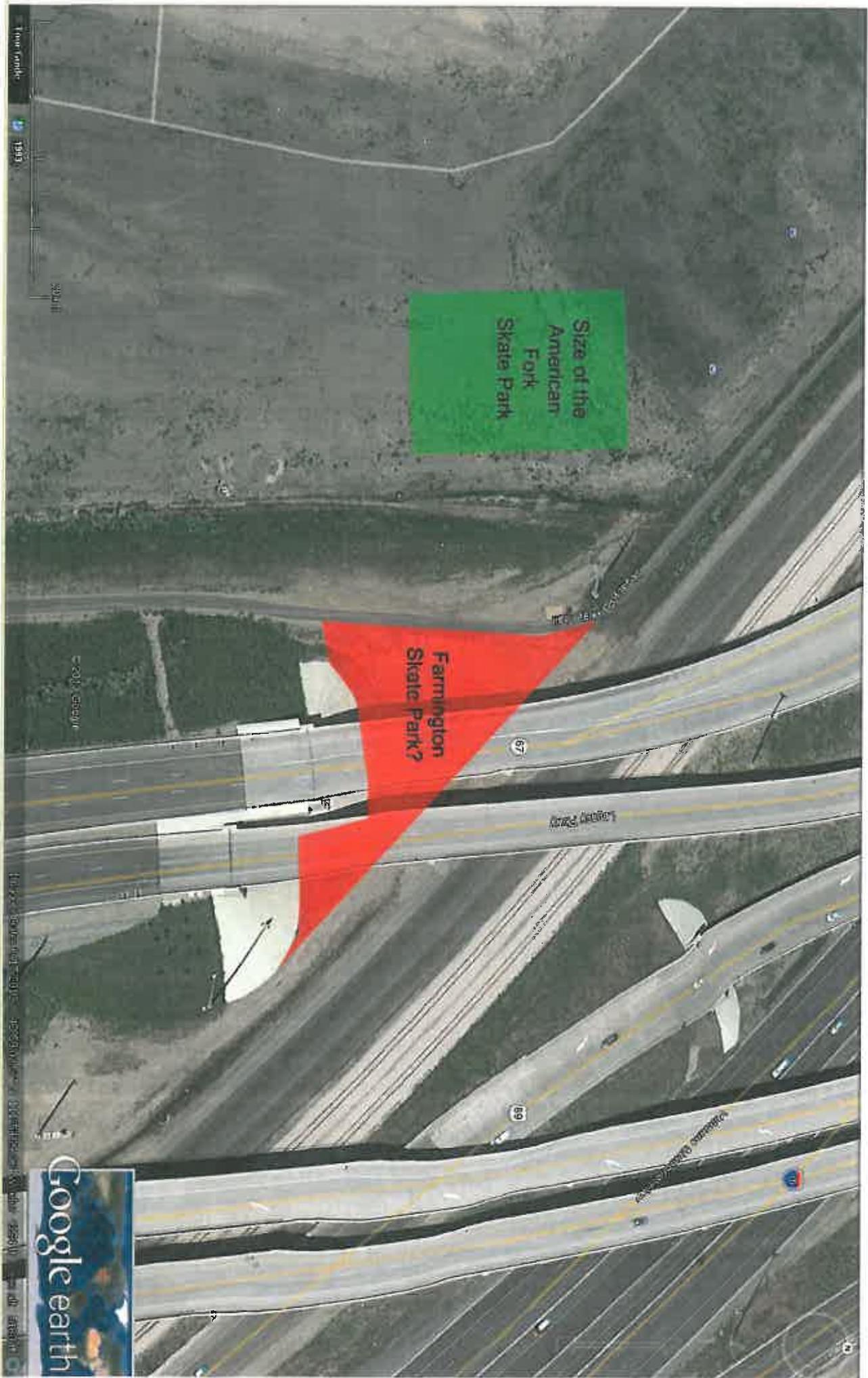
Mr. Mellor provided precedents of other skate parks that have been constructed in similar environments, which are attached here. Perhaps the biggest obstacle to the realization of a skate park is twofold: first, building a skate park would be expensive and second, it may be difficult to acquire the land from UDOT. Additionally, Farmington Public Safety has expressed concerns about the potential lack of access for emergency response vehicles and personnel, the potential for an increase in crime due to low-visibility and other possible safety liabilities.

Respectfully Submitted

Eric Anderson  
Associate Planner

Review & Concur

Dave Millheim  
City Manager



Size of the  
American  
Fork  
Skate Park

Farmington  
Skate Park?

Four miles

1993

South

49°53'30"N 101°51'00"W



Right:

American Fork Skate Park

Below:

South Jordan Skate Park





Photos of a skate park underneath an overpass in Hopkins, MN. In my research, nothing like this has been done in Utah.



CITY COUNCIL AGENDA

For Council Meeting:  
October 29, 2013

**S U B J E C T: Opposition to Proposed Expansion of County Jail Facilities**

**ACTION TO BE CONSIDERED:**

Approve the attached resolution detailing Farmington's opposition to any expansion of the County Jail facilities.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Dave Millheim.

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 BELTON  
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: October 25, 2013

**SUBJECT: OPPOSITION TO PROPOSED EXPANSION OF COUNTY JAIL FACILITIES**

### RECOMMENDATIONS

APPROVE the attached resolution detailing Farmington's opposition to any expansion of the County Jail facilities

DIRECT staff to send a copy of the resolution with an appropriate transmittal letter to the following:

- Brent Gardner, County Association of Governments
- Members of PRADA. (Prison Relocation Committee)
- Davis County Commissioners
- State Legislators for Davis County

DIRECT staff to request of the Utah League of Cities and Towns a formal League position for potential jail expansions and/or prison relocation decisions being pursued by the County(s) and the State only with the support of the affected local jurisdiction.

### BACKGROUND

This came up rather suddenly last week when the City was informed the County had passed Resolution No. 2013-538 expressing the intent to expand the County Jail facilities to house state prisoners as part of a potential relocation of the Draper Prison facility. The City had no prior knowledge of the County's plans and was quite surprised by the Commission's failure to involve or inform Farmington officials of a possible jail expansion. The City feels this is in direct violation of an agreement signed between Farmington City and Davis County in 2002 regarding potential jail expansions.

Copies of the adopted County Resolution and agreement from 2002 are attached to this report.

City officials have met with a few County Commissioners to express strong concerns about the lack of communication and what is perceived to be a foregone decision on the part of the County. Staff and Council members have also met with members of the State Prison Relocation Committee who felt Davis County's resolution was premature and "getting the cart before the horse." Since no decision has been made as to whether or not to even close the Draper facility.

Additionally, much has changed with the development of the immediate area as a major commercial and residential area since 2002. The City does not wish to see the jail expanded in the area as we do not believe it contributes to the area uses nor the economic development focus of surrounding parcels. The attached resolution expresses the City concerns regarding potential expansion of the jail facilities.

This entire staff report is being provided to the County Commissioners in advance of the Council meeting. We want to emphasize to the County that we must work better together on communicating issues of common concern, even when we might have different positions on the issues being discussed.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Dave Millheim". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL  
EXPRESSING OPPOSITION TO ANY EXPANSION OF THE DAVIS  
COUNTY JAIL FACILITIES**

**WHEREAS**, Davis County adopted County Resolution 2013-538 on October 15, 2013;  
and

**WHEREAS**, said County Resolution was adopted in direct violation of an agreement signed by Farmington City and Davis County on April 24, 2002 which among other things says no jail expansion would proceed without first having discussions with Farmington officials; and

**WHEREAS**, the area surrounding the jail has significantly changed since 2002.

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

**Section 1. City Position.** Farmington City formally expresses that Davis County has violated the written agreement executed in 2002 in multiple provisions of that agreement.

Farmington City is very frustrated that Davis County officials considered such a potential jail expansion as expressed in their adopted resolution without first meeting and discussing the related issues with the City.

Farmington City believes with the sizable increase in the area's residential growth and significant economic center developing immediately surrounding the jail, that any future expansion of the jail would not be supported by Farmington residents now or in the future.

Farmington City believes no public hearings were allowed by the County with their adopted resolution and strongly encourages the County to rescind their resolution since no public comment has been invited or considered.

Farmington City does not believe that if the eventual decision to close and relocate the Draper prison facility is made due to it being in a developing urban area that moving all or part of a new facility to another already developed urban area is both unwise and ill conceived.

Farmington City believes this is an issue of local zoning control and that there are cities and counties in the State better suited to house such facilities. Such locations should be invited to be considered as the local jurisdictions so desires.

Farmington City values a positive working relationship with Davis County and hopes in the future both sides will make greater efforts to discuss in advance issues of common concern.

**Section 2. Severability.** If any section, clause or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS \_\_\_\_\_<sup>TH</sup> DAY OF OCTOBER, 2013.**

ATTEST:

**FARMINGTON CITY**

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

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

**RESOLUTION NO. 2013-538**

**A RESOLUTION COMMITTING TO THE CONSTRUCTION OF NEW  
JAIL BEDS FOR USE BY THE UTAH STATE PRISON SYSTEM**

**WHEREAS**, For many years the State Prison system has contracted with County Jails to house excess State Prison inmates; and

**WHEREAS**, During 2013 roughly 1600 prison inmates were housed in 20 separate county jail facilities; and

**WHEREAS**, The State is now considering closing the Utah State Prison located in Draper, Utah and relocating the prisoners to other areas within the state; and

**WHEREAS**, This relocation may include the construction of additional state prison facilities and possibly an increase in the number of state prisoners being held in county facilities under contract with the various counties; and

**WHEREAS**, The State Prison Relocation Committee has asked for proposals from various entities, including counties, relating to the housing of the inmates that will be displaced by the elimination of the Draper Prison facility; and

**WHEREAS**, Several counties are willing to construct additional jail facilities to house displaced state prisoners if certain conditions are met; and

**WHEREAS**, Davis County would like to be included in the consideration for additional prison beds and would be willing to commit to construct facilities for additional beds to help house the relocated prisoners from the Draper facility.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Davis County as follows:

1. Davis County is willing to construct a maximum 400 additional jail beds at the site of its current jail facility for use in housing State contract inmates. The construction of this facility is conditioned upon obtaining appropriate approvals from required jurisdictions and the following additional minimum requirements:
  - a. The State will commit to pay \$59 per day for inmates housed in the newly constructed jail bed facility.
  - b. This State commitment must be by written contract and must continue for a period of no less than 20 years.
  - c. The \$59 per day amount will be increased each three years during the 20 year period to reflect the current rate of inflation for the preceding three years.

LAW OFFICES  
**MAZURAN & HAYES, P.C.**  
A PROFESSIONAL CORPORATION  
2118 EAST 3900 SOUTH - SUITE 300  
SALT LAKE CITY, UTAH 84124-1725

TELEPHONE (801) 272-8998

FACSIMILE (801) 272-1551

MICHAEL J. MAZURAN  
MICHAEL Z. HAYES  
LISA G. ROMNEY  
TODD J. GODFREY

March 12, 2002

***Via Facsimile and First Class Mail***

Mayor David M. Connors  
Members of Farmington City Council  
130 North Main Street  
P.O. Box 160  
Farmington, UT 84025

Re: *Comments Regarding Proposed Interlocal Cooperation Agreement Between Davis County and Farmington City for the Davis County Corrections Facility Expansion*

Dear Mayor and Council Members:

I have reviewed the above referenced Agreement and offer the following comments regarding the same. The Agreement is being proposed by Davis County in order to increase the inmate beds at the Davis County Work Center located in Farmington City. The prior Interlocal Cooperation Agreement entered into as of December 10, 1997 limited the total inmate beds to 680. The new Agreement provides for an expansion of beds up to 896. If the City Council determines that the proposed increase is acceptable, there are a number of items that should be corrected in the proposed Agreement including the following:

1. Paragraph 1 of the Agreement should be revised to provide that a conditional use permit has been approved by the Planning Commission rather than the City Council. Under the City's Ordinances it is the Planning Commission that gives approval and authorizes issuance of the conditional use permit.
2. I believe it would be more appropriate for this Agreement to be styled as an amendment to the prior Interlocal Agreement rather than a new Agreement. This would seem to be more consistent with the language contained in paragraph 4 of the proposed Agreement.
3. Language should be included in the Agreement to resolve any conflicts which may arise between the original agreement and this Agreement.
4. The termination paragraph should be revised to recognize that the Agreement is to be effective for a term of 50 years unless sooner terminated by mutual consent of the parties.
5. The name of the current City Recorder should be used and my middle initial corrected to read J not Z.

Mayor & Council Members  
March 12, 2002  
Page 2

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6. I would be happy to confer with the Davis County Attorney regarding the changes outlined above if the City Council determines that favorable action on this Agreement is in the best interest of the City and its citizens.

If you have any questions, please call me.

Very truly yours,

  
Michael J. Mazuran

MJM:nm

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN FARMINGTON CITY AND DAVIS COUNTY  
FOR  
DAVIS COUNTY CORRECTIONAL FACILITY EXPANSION**

This agreement is made and entered into this date by and between FARMINGTON CITY, a Utah municipal corporation which shall be called "City" in this agreement, and DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called "County" in this agreement.

**RECITALS**

This agreement is made and entered into by and between the parties based, in part, upon the following recitals:

A. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, *Utah Code Ann.*, to enter into this interlocal co-operation agreement.

B. The County through its governing body and Davis County Sheriff's Office is enabled and mandated by §§ 17-5-239, 17-22-2(1), and 17-22-4, *Utah Code Ann.*, to build, maintain, and keep a County jail.

C. The County owns certain real property ("Property") together with the improvements located on it which include the Davis County Sheriff's Office, Davis County Correctional Facility ("Facility"), and Davis County Work Center ("Center"). This property comprises part of the Davis County Criminal Justice Complex ("Complex") and is located at 800 West State Street within the city limits of the City. The legal description of that property is set forth in the attached Exhibit "A" which is incorporated into this agreement by reference.

D. The County has a need and desires to expand the Davis County Correctional Facility

on its property by the construction of additional housing units and expansion of related kitchen, laundry, and visitation facilities.

E. The County proposes to build the additional housing units and related kitchen, laundry, and visitation facilities in the maximum amount allowable within the constraints of the remaining buildable area adjacent to the current complex as depicted in the attached Exhibit "B" subject to final approval by the Farmington City Planning Commission.

F. The County and the City previously entered into an interlocal cooperation agreement dated December 12, 1997, which is designated as Davis County Contract No. 97-384, providing for the issuance of a conditional use permit for the Center. That agreement was recorded with Entry Number 1729454 in Book 2985 at Pages 206-215 in the public records in the Office of the Davis County Recorder on February 14, 2002. That prior agreement provided that the total number of beds for the Facility and Center, including future beds, would be limited to 680 beds.

G. As circumstances and requirements have changed and taking into consideration current factors such as, but not limited to, costs and time constraints, the parties agree that a new interlocal agreement is appropriate and reasonable for the approval by the City of the use of the property for the construction of additional housing units and related kitchen, laundry, and visitation facilities as part of the Facility.

H. The County has requested the City to enter into this agreement which shall replace and supersede the prior agreement and to permit the County to increase the maximum number of inmate beds in the Facility and to construct additional housing units and related kitchen, laundry, and visitation facilities.

I. The parties acknowledge that the Facility and any expansion to it may result in significant impacts on the City which must be mutually addressed as provided in this agreement. The parties desire to coordinate and cooperate, as appropriate, with each other in addressing their respective needs and accomplishing their objectives.

J. It is not the present intention of the County to expand the Facility or any related kitchen, laundry, or visitation facilities west into those areas which presently comprise the Davis County Fair Park.

K. It is not the present intention of the County to seek to meet its future building needs for inmate beds in excess of the limitations stated in this agreement within the City limits.

L. The parties desire to reduce their respective understandings and agreement to writing in the form of this agreement.

### **AGREEMENT TERMS**

NOW THEREFORE, in consideration of the mutual terms set forth in this agreement, the parties hereto do hereby agree as follows:

1. **Conditional Use Permit Approval**

A. A conditional use permit will be approved by the Farmington City Planning Commission pursuant to Application No. C-2-02 submitted by the County to the City for the use of the subject property described in Exhibit "A" and the use of the property and the construction of the proposed additional housing units and related kitchen and laundry facilities for that expanded housing as described and at the location depicted in Exhibit "B".

B. The conditional use permit shall contain the terms and requirements set forth in this

agreement and other applicable land use conditions and terms but not include terms or conditions beyond land use matters.

C. The County shall comply with the conditions and requirements contained in the conditional use permit and with all applicable ordinances and development standards including, but not limited to, conformance with the *Site Development Standards* contained in the *Farmington Municipal Code*, and the final site plan as approved by the Farmington City Planning Commission.

**2. Inmate Bed Limitations**

A. The parties agree that the following limitations on inmate beds in the City, except for necessary temporary double bunking, shall apply to the current Facility, Center, and this project for the expansion of the jail inmate housing units and related kitchen, laundry, and visitation facilities as well as any future projects for the expansion of the jail inmate housing units within the City limits:

Current jail beds	376 beds
Davis County Work Center (first floor only)	120 beds
Expanded housing unit beds	<u>400 beds</u>
Total	896 beds

B. The former Davis County jail facilities located at the Davis County Court House, 50 East State Street, in Farmington shall not be used for incarceration purposes and no inmate beds shall be located therein.

C. Nothing in this agreement shall prohibit the County from applying for nor the City issuing a conditional use permit for any other expanded facilities at the Complex.

D. The County understands the concerns of the City regarding any further future expansion of the Facility or additional related building projects upon the Property or within the City. Although the County does not have any present intent or plans for such expansion or building

projects, the parties are aware that as circumstances and needs change in the future, consideration will need to be given to such expansion and projects. In that event, the parties agree to confer and cooperate in determining what would be appropriate and reasonable at that time.

**3. Schedule**

In recognition of the scale of the current proposed project for the construction of the expanded housing units kitchen and laundry facilities and the probability of increases in costs as time passes, the City agrees to process the implementation of this agreement and the approval of the final plan as expeditiously as reasonably possible.

**4. Jail Impacts**

A. The parties acknowledge that the location and the expansion of the Facility, Davis County Sheriff's Office, Center, and Complex within the City will have certain impacts which need to be addressed. Some of the anticipated impacts will include traffic, inmate transportation, security, buffering needs, and other community concerns.

B. The Davis County Sheriff has established two hoc advisory councils comprised of representatives of the Davis County Sheriff's Office and other local entities and volunteer citizens groups of the County:

(1) The Davis County Sheriff's Community Council serves as an advisory group which considers general law enforcement issues throughout the County and makes recommendations on those issues to the Sheriff.

(2) The Davis County Sheriff's Jail Community Council serves as an advisory group which considers issues related to the Facility, including those described above,

and makes recommendations on those issues to the Sheriff.

C. The County agrees to request the Sheriff to appoint two citizens of Farmington City to serve on each of these councils or any successor or future similar councils or committees.

**5. Farmington Creek Trail**

The County agrees that:

A. The City's existing trail easement along Farmington Creek which traverses across the property shall continue in full force and effect.

B. The County will take no action to restrict or terminate this easement without the prior written consent of the City.

C. The County will cooperate with the City to assure that this trail will continue to serve as a buffer between the jail structures, uses, kitchen, and laundry activities north of Farmington Creek and non-jail uses on those lands south of the Farmington Creek Trail.

**6. Assignability**

This agreement is not assignable by either party.

**7. Entire Agreement**

This agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this agreement and supersedes the prior interlocal agreement and any other agreements or understandings, whether written or oral, between the parties with respect to the subject matter of this agreement.

**8. Resolutions of Approval**

This interlocal cooperation agreement shall be conditioned upon the adoption by the

legislative body of each party of a resolution approving and authorizing this interlocal cooperation agreement as required by law. A copy of each resolution shall be attached to this agreement and made a part of it by reference.

**9. Effective Date and Term**

A. This agreement shall be effective as of April 24, 2002.

B. The term of this agreement shall continue for a term of fifty (50 years) from its effective date.

**10. Amendment**

This agreement shall be amended only as the parties may mutually determine appropriate by a written instrument duly signed and approved by both parties.

**11. Termination**

This agreement shall continue in effect until terminated by the mutual consent of the parties or upon the expiration of its terms, whichever occurs first.

**12. No Legal Entity or Property**

A. No separate legal entity is created by this agreement.

B. There shall be no real or personal property acquired jointly by the parties as a result of this agreement.

**13. Severability**

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

4. Authority to Sign

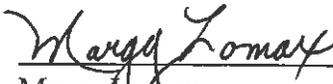
The individuals executing this agreement on behalf of the parties confirm and represent that they are duly authorized representatives of the respective parties and are lawfully enabled to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, on the dates indicated by the signatures of the respective parties.

FARMINGTON CITY

By:   
David M. Connors  
Mayor, City of Farmington  
Date: April 24, 2002

ATTEST:

  
Margy Lomax  
Farmington City Recorder



Approved as to form:  
  
Farmington City Attorney

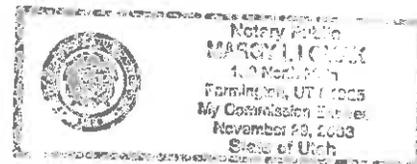
**Acknowledgment**

STATE OF UTAH            )  
  )  
COUNTY OF DAVIS        )

On the 24 day of April, 2002, personally appeared before me DAVID M. CONNORS, who being duly sworn, did say that he is the mayor of Farmington City, a municipal corporation of the State of Utah, and that the foregoing Interlocal Cooperation Agreement for the Davis County Correctional Facility Expansion was signed in behalf of the City by authority of its governing body and said David M. Connors acknowledged to me that the City had executed the same.



Margy L. Lomax  
Notary Public



DAVIS COUNTY

By: Carol R. Page for  
Dannie R. McConkie, Chairman  
Davis County Board of County Commissioners

Date: \_\_\_\_\_, 2002

ATTEST:

Steve S. Rawlings  
Steve S. Rawlings  
Davis County Clerk/Auditor

**Attorney Approval**

The undersigned, the authorized attorney of Davis County, approves the foregoing interlocal cooperation agreement as to form and compatibility with state law.

Dated: April 22, 2002

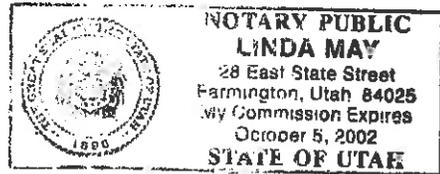
[Signature]  
Deputy Davis County Attorney

**Acknowledgment**

STATE OF UTAH            )  
  )  
COUNTY OF DAVIS        )

The foregoing Interlocal Cooperation Agreement for the Davis County Correctional Facility Expansion was acknowledged before me this 23<sup>rd</sup> day of April, 2002, by ~~Dannie R. McConkie as the Chairman of the Board of County Commissioners of Davis County, Utah,~~ and attested by Steve S. Rawlings as the Davis County Clerk/Auditor.

Linda May  
Notary Public



**RESOLUTION 2002- 24**

**A RESOLUTION OF THE CITY COUNCIL OF FARMINGTON CITY  
AUTHORIZING THE EXECUTION OF AN INTERLOCAL  
COOPERATION AGREEMENT BETWEEN FARMINGTON CITY AND  
DAVIS COUNTY PERTAINING TO EXPANSION OF THE DAVIS  
COUNTY CORRECTIONAL FACILITY LOCATED IN FARMINGTON,  
UTAH.**

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code Annotated* § 11-13-1, *et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative purposes; and

WHEREAS, Farmington City and Davis County desire to enter into a cooperative agreement pursuant to the Interlocal Cooperation Act to provide for expansion of the Davis County Correctional Facility and to address certain matters related thereto;

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

**Section 1. Agreement Approved.** The City Council of Farmington City hereby accepts and approves the attached Interlocal Cooperation Agreement between Farmington City and Davis County providing for the expansion of the Davis County Correctional Facility and certain matters related thereto.

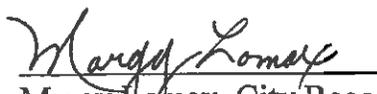
**Section 2. Mayor Authorized to Execute.** The City Council of Farmington City hereby authorizes the Mayor to sign and execute the attached Interlocal Cooperation Agreement for and on behalf of Farmington City.

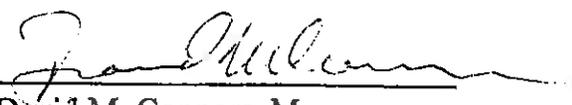
**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON  
CITY, STATE OF UTAH, THIS 24<sup>TH</sup> DAY OF APRIL, 2002.**

ATTEST:

FARMINGTON CITY

  
Margy Lomax, City Recorder

By:   
David M. Connors, Mayor

DAVIS COUNTY

RESOLUTION NO. 2002-097

**A RESOLUTION APPROVING AN INTERLOCAL CO-OPERATION AGREEMENT BETWEEN DAVIS COUNTY AND FARMINGTON CITY FOR THE DAVIS COUNTY CORRECTIONAL FACILITY EXPANSION**

The Board of County Commissioners of Davis County, Utah, in a regular meeting, lawful notice of which has been given, finds that it is reasonable, appropriate, as well authorized by state law that an Interlocal Co-operation Agreement be entered into by and between Davis County and Farmington City regarding the Davis County Correctional Facility Expansion for the building of additional inmate housing units and related kitchen, laundry, and visitation facilities at the Davis County Justice Complex, and that it is in the best interest of Davis County that such an agreement be made.

THEREFORE, the Board of County Commissioners of Davis County, Utah, hereby adopts the following resolution:

BE IT RESOLVED that

**Section 1: APPROVAL OF AGREEMENT**

The interlocal co-operation agreement between Davis County and Farmington City regarding the Davis County Correctional Facility Expansion for the building of additional inmate housing units and related kitchen, laundry, and visitation facilities at the Davis County Justice Complex, which is attached to this resolution as Attachment "A", is hereby approved and the Chairman of the Board of County Commissioners is authorized execute the agreement for and on behalf of Davis County.

**Section 2: EFFECTIVE DATE**

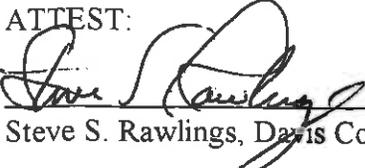
This resolution shall become effective immediately upon its adoption.

This resolution was adopted by the Board of County Commissioners of Davis County, Utah, on April 23<sup>rd</sup>, 2002.

DAVIS COUNTY

By:   
Dannie R. McConkie, Chairman  
Davis County Board of County Commissioners

ATTEST:

  
Steve S. Rawlings, Davis County Clerk/Auditor

DAVIS COUNTY  
RESOLUTION NO. 2002-096

The Board of County Commissioners of Davis County, Utah, in a regular meeting, lawful notice of which has been given, finds that the City of Farmington has requested the support of Davis County in the City's dealings and efforts with the Utah Transit Authority and the Utah Department of Transportation in matters regarding public transportation and traffic in the vicinity of the Davis County Correctional Facility located within the City of Farmington limits; in seeking and obtaining a commuter rail stop within the City of Farmington and northbound bus service from the Davis County Justice Complex while retaining southbound bus service from the Davis County Justice Complex; and that it is appropriate and in the best interests of the citizens of Davis County and of Farmington City that the County give such support.

THEREFORE, the Board of County Commissioners hereby adopts the following resolution:

BE IT RESOLVED that

**Section 1: Support of City Efforts**

Davis County shall, with reasonable and active efforts and encouragement, support the City of Farmington in the City's dealings and efforts with the Utah Transit Authority and the Utah Department of Transportation in matters regarding public transportation and traffic in the vicinity of the Davis County Correctional Facility located within the City of Farmington limits; in seeking and obtaining a commuter rail stop within the City of Farmington and northbound bus service from the Davis County Justice Complex while retaining southbound bus service from the Davis County Justice Complex; provided, however, that by this resolution the County is not assuming, joining in, or undertaking any financial or contractual obligations with respect to these matters.

**Section 2: Effective Date**

This resolution shall become effective immediately upon adoption.

This resolution was adopted by the Board of County Commissioners of Davis County, Utah, on the 23<sup>rd</sup> day of April, 2002.

DAVIS COUNTY

By: *Dannie R. McConkie*  
Dannie R. McConkie, Chairman  
Davis County Board of County Commissioners

ATTEST:

*Steve S. Rawlings*  
Steve S. Rawlings, Davis County Clerk/Auditor

## CITY COUNCIL AGENDA

For Council Meeting:  
October 29, 2013

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

1. Pluralsight Software Company Advertising Assistance
2. Revocation and Abandonment of Farr Trail Easement
3. Approval of Minutes from October 1, 2013
4. Approval of Minutes from October 15, 2013

**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: October 23, 2013

SUBJECT: **PLURALSIGHT ADVERTISING ASSISTANCE**

### RECOMMENDATION

Approve a distribution of \$5,000.00 from the General Fund Reserves to assist the Pluralsight Software Company with its advertising costs subject to the condition that they sign a lease for office space in Farmington.

### BACKGROUND/FINDINGS

Pluralsight is a company which serves the needs of software developers and is seeking a location for its rapidly growing business. They have looked at a few locations statewide and are interested in Farmington. It appears that they will occupy an upper entire floor of one of the buildings in the village area of Station Park intended for office use. This is a great fit for the project and will provide high paying jobs for the community.

Regarding economic development, the City should be judicious in the type and quality of businesses it targets to keep and attract---and any expenditure of City funds for this purpose should be done on a case by case basis. It is very likely that a company such a Pluralsight will continue to expand and may eventually seek more office space in Farmington in the future. If so, this is the type of company ideal for the City's future office park north of Shepard Creek and west of I-15. The office park will provide a stable daytime population for the City's retail areas and will increase property tax revenue, and will also diversify tax options so that the City is not overly reliant on any single source of income.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager



# 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: October 23, 2013

SUBJECT: **REVOCAION AND ABANDONMENT OF FARR TRAIL EASEMENT**

### RECOMMENDATION

Approve the enclosed Revocation and Abandonment of Trail Easement form vacating the trail easement on Lot 4 of the Deer Hollow Run Planned Unit Development and direct the City Recorder to record the same on the property.

### Findings

1. The easement traverses through the rear yard of the of property presently owned by Jason E. Farr and it is extremely unlikely that the City will construct a trail at this location.
2. The easement bisects the Lot and prevents the owner full use of his unencumbered property on the west side of the easement without passing over the easement.
3. Other opportunities exist now and in the future to provide pedestrian access to Farmington City residents to the Bonneville Shore Line Trail and US Forest Service Lands east of the area.

### BACKGROUND

The Mayor and City Council discussed this item at their October 15, 2013 meeting and directed staff to prepare a Revocation and Abandonment of Easement form for their consideration for the reasons set forth herein.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

**REVOCATION AND ABANDONMENT OF EASEMENT**

WHEREAS, the undersigned, Farmington City, a corporation or political subdivision of the State of Utah, (hereinafter "Grantee") has heretofore been granted and presently holds a 10' wide trail easement 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 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:

The 10 foot wide trail easement on Lot 4 as dedicated and recorded on the Deer Hollow Run Planned Unit Development subdivision plat, Entry Number 2023741, Book Number 3642, Page Number 430, October 12, 2004.

IN WITNESS WHEREOF, the undersigned Grantee hereby causes this document to be executed by and through its duly authorized representative this 29th day of October, 2013.

Grantee:

FARMINGTON CITY

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

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF DAVIS        )

On this 29th day of October, 2013, personally appeared before me SCOTT C. HARBERTSON, who being by me duly sworn, did say that he is the Mayor of Grantee and that said instrument was signed in behalf of Grantee and that Grantee executed the same.

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

My Commission Expires:

\_\_\_\_\_



**FARMINGTON CITY COUNCIL MEETING**  
Tuesday, October 1, 2013

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**WORK SESSION**

*Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member Cindy Roybal was excused.*

**Ordinance Amending building height in the RMU Zone**

**Mayor Harbertson** reported that the Planning Commission recommended approval of this Ordinance in conjunction with approval of a schematic plan for the Avenues at Station Park and said a change needs to be made on page 1, with #3 stating 10 acres rather than 15. **Dave Millheim** said there are two RMU zones in the City which will be affected by this decision.

**Avenues at Station Park Schematic Plan**

Several members of staff and the Council met at the site to get a perspective on height. **David Petersen** said the plan meets all City standards except the 3-story homes next to the UTA trail exceeds the height limit. The Council should consider whether or not this use fits the area, and elevations have been included to help explain the concept but will not be specifically addressed tonight. Henry Walker Homes (HWH) will be required to submit a project master plan regarding access for utilities and other infrastructure.

**Bell Estates Schematic Plan**

The Council discussed several issues including open space, a 55-foot easement on the north side of the property, and an elementary school that the Davis School District (DSD) plans to build next to the property. **David Petersen** said the Development Review Committee (DRC) advised waiting until the school is built to vacate the easement. **Cory Ritz** pointed out that 950 W cannot be the only access road for the school.

**Villa Susanna Schematic Plan**

**Mayor Harbertson** said the zoning on Main Street requires homes to face the street, but these homes face inward. There is an old wall and steps which must remain, and the developer plans to install a 6-foot decorative fence several feet from the old wall. A PUD would allow greater flexibility, but the contractor does not want to do a PUD. **Dave Millheim** said the City spent \$100,000 in RDA funds to clean up this blighted area, and the City is a major financial contributor to this project. The Council discussed the pros and cons and their desire to have the driveway located as far to the east as possible.

**REGULAR SESSION**

*Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey, and Youth City Council Member Jarom Barnes. Council Member Cindy Roybal was excused.*

**CALL TO ORDER:**

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

The invocation was offered by Council Member **Bilton** and the Pledge of Allegiance was led by local Boy Scout **Spencer Gates** of Troop 423.

**REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:**

**Executive Summary for Planning Commission meeting held September 17, 2013**

The Summary was included in the staff report.

**PUBLIC HEARINGS:**

**Regulating Plan Amendment**

**David Petersen** said the proposed amendments are an effort to provide a street pattern for the mixed-use area in west Farmington while honoring various property lines and streets. Staff met with property owners and with the Planning Commission to obtain feedback.

*The Public Hearing was opened at 7:15 p.m.*

**Steve Christensen**, 351 N Main, owns property in this area, and he thanked the City for their efforts, but he urged them to adopt it as an advisory plan versus what appears to be a “set in stone” plan. The proposed road on his property follows a creek for 1000 feet and ends in a pond, and he asked the City to be reasonable and flexible with future decisions in this area.

**Brett Bailey**, 1272 N Ridge Dr, said his parents own property next to **Steve Christensen’s**, and he thanked the City for working with property owners to put a general design in place. He concurred with **Steve’s** comments and stressed the importance of flexibility.

**Scott Harwood**, 33 Shadow Breeze Rd, Kaysville, representing The Haws Companies, also thanked staff for their efforts and said flexibility is a key factor.

*The Public Hearing was closed at 7:20 p.m.*

**Jim Talbot** said flexibility is subject to interpretation, and **Dave Millheim** reminded the Council that the reason the regulating plan exists is to allow the City to remove certain conflicts between property owners. The plan is not perfect but it will solve more problems than it creates.

***Motion:***

**Cory Ritz** moved to adopt the Ordinance amending the Regulating Plan, which Plan is codified as part of Chapter 18 of the Zoning Ordinance, pursuant to the recommendations and findings approved by the Planning Commission as set forth in the staff report dated August 15, 2013. **Jim Talbot** seconded the motion which was unanimously approved.

**Ordinance amending Building Height in the RMU Zone**

**David Petersen** said the Planning Commission recommended approval of this Ordinance in conjunction with approval of a schematic plan for the Avenues at Station Park.

**Phil Holland**, representing Henry Walker Homes (HWH), said they are always concerned about how each development will impact the neighbors. He addressed several of the issues expressed by the public. Basements are not an option in this area because of the high water table, and an increase of 6 feet when looked at from 300 feet away is minimal.

***The Public Hearing was opened at 7:40 p.m.***

**Matt Brown**, 151 S 1150 W, said his home is less than 300 feet away from this property, but he did not receive notification about this item. The proposed tiny homes do not fit in this area.

**Wendy Rasmussen**, 1233 W 175 S, does not agree with changing the text of an ordinance for one development. Thirty-three feet is really high and will be obtrusive to the adjacent 2-story neighborhood.

**Shawn Speechley**, 313 S 1200 W, asked if the zoning would allow them to build higher than 33 feet, and the City Manager said 27 feet is the current height, and if it were changed, it would not be higher than 33 feet. **Shawn** is against raising the height limit in this location.

**Janae Haycock**, 74 Belmont Dr, agreed with the previous comments and asked why the City would even consider raising the height requirement along this beautiful trail.

**Julie VanZweden**, 1391 S Paddock Dr, concurred with the previous comments and wants to have homes that fit in with the surroundings. The City does not need more retail space.

**Ken Brighton**, ?? Citation Dr, said that just as boundaries can be subjective, height can also be subjective. Six feet is a big difference, and he adamantly opposes the height increase. If HWH wants to serve the community, they will go wider rather than higher.

**Scott Isaacson**, 441 S 1100 W, he is generally opposed to zone text changes on grounds of procedure, and zoning laws are in place to prevent situations like this one.

**AJ Green**, 147 S Citation Dr, said this change will affect the property rights and view shed of those who live close to the Legacy Trail, and a 300-foot buffer is not enough. He expressed frustration that they did not receive a notice of this proposal and said text amendments should be taken very seriously.

**Corinne Apezteguia**, 144 S 1150 W, lives on a one-acre lot and loves the country feel of west Farmington and the small-town feel of east Farmington. She is opposed to a height increase and retail development along the railroad.

**David Rathbun**, 81 S Churchill Downs, concurred with the previous comments.

**Leslie John**, 89 Citation Dr, said so much has been taken from them with the WDC. There have been so many changes, and she asked the Council to deny this request.

**Miguel Apezteguia**, 144 S 1150 W, concurred with the previous comments and said they have already had major encroachment on their lifestyle with the WDC. Station Park is a very classy development, but this height increase would change the feel of the area.

**JaNae Haycock**, 74 Belmont Dr, submitted a petition with 134 signatures from residents in the neighborhood which states that they do not want a height increase and future development in the area. She read the petition (which attached to these minutes) to the Council.

**Phil Holland** said the D&RG trail area is elevated 6-10 feet, and this piece of property sits in a bowl that is considerably lower than surrounding properties. He grew up in Kaysville, lived in Farmington and currently lives in Centerville. The nature of Davis County has changed drastically in the last few years, and it is no longer rural.

**David Peterson** said the actual height of homes is measured halfway up the roof, and the proposed units will not exceed 33 feet at the highest point. **Dave Millheim** advised the Council to close the public hearing, address the next agenda item, and then make motions for both items.

Emails from residents **Jake and Chantelle Barker**, **Devin and Kati Barlow**, **Jacen & Jeanne Soffe**, and **Kristin Jaussi** were also entered into the record.

*The Public Hearing was closed at 8:12 p.m.*

*Motion:*

#### **Avenues at Station Park Schematic Plan**

**David Petersen** said at this stage in the process, this schematic plan meets the standards of the Zoning Ordinance except that the 3-story homes next to the UTA trail property exceed the height limit.

**Leslie Mascaro**, 14547 S Hedgerose Dr, Herriman, agent for HWH, said they designed a unique project. They did a similar project in Murray with flex-space units which can use the first level to be used as a small office. There will be a direct connection to the trail system, an outside seating area on the corner, a community garden, a swimming pool, and a clubhouse.

*The Public Hearing was opened at 8:28 p.m.*

**Wendy Rasmussen**, 1233 W 175 S, asked if the homes would be owner occupied or leased and expressed concern about the flex space units. Developments like this will affect the rural feel

of west Farmington—all of the lots on 175 S are ½-acre lots—and will negatively affect property values. She asked the Council to deny this request.

**Shawn Speechly**, 313 S 1200 W, has lived in west Farmington for 10 years and 1100 W is a rural road, but during the County Fair and other events at the fairgrounds, it is very overcrowded. He asked the Council to oppose the height increase.

**Bryan Gates**, 256 S 1275 W, knew the triangle piece of property would be developed at some point. He was pleased that plans for apartments were denied, but this project has a very modern/urban look that does not fit in this location. He asked the Council to deny this proposal and to address over-crowded streets in west Farmington.

**Andrew Hiller**, 1268 Adrian Ct, does not want commercial areas south of Clark Lane. He did not receive a notice, and he asked the Council to send the proposal back to the Planning Commission give proper notice to the residents. He cautioned against having a roundabout because they do not work for pedestrians.

**Ken Bridenstine**, 1322 W Citation Dr, thinks the entire development is ugly.

**Matt Brown**, 151 S 1150 W, asked if the height was the only legal issue and said this proposal does not reflect the surrounding residential homes.

**Bryan Gates**, 256 S 1275 W, said the development in Centerville with retail on the ground level has been very unsuccessful, and a similar plan would be an inappropriate use for this area.

**JaNae Haycock**, 74 Belmont Dr, said mixed-use retail would be problematic, and the style of these units does not match other architecture in the area.

**Kristin Harbertson**, 28 E 930 N, has lived here for 30 years and she has never spoken during a public hearing. Station Park is world class, but this project is not, and she asked HWH to go back to the drawing board. She was offended by the comment that Farmington is not rural.

**David Rathman**, 81 S Churchill Downs, said a roundabout is a bad idea because it would not work. He is concerned about traffic and safety and strongly opposes a height change. He agreed that the comment, “Farmington is no longer rural” was in poor taste.

**AJ Green**, 147 S Citation Dr, said the design needs to fit in with the surrounding area, and this proposal does not fit. He would like the parking to be located behind the units with detached garages. Road improvements must be made to handle increased traffic flow.

***The Public Hearing was closed at 9:04 p.m.***

**Leslie Mascaro** said HWH wants to encourage permanent residents, and each unit will be a “for sale product”. She thanked the residents who shared their opinions and said the architecture is still in the preliminary stages. There will be sidewalks on both 1100 West and Clark Lane and a 6-foot high fence on the west and the south.

The **Mayor** thanked the residents who voiced their opinions but advised them to be cautious in their efforts to deny future development. The City received plans for a C-store/car wash and several housing developments with much higher density than this one. Once the zoning is in place, there is not much the City can do. The layout of this area began many years ago when the City decided to allow commercial development in the I-15/railroad corridor to provide a tax base. Farmington's population 8 years ago was 13,000, and now it is more than 21,000. He has lived in Farmington for 35 years and has come to realize that property owners have the right to develop their property. The standard noticing area is 300 feet which explains why some residents did not receive a notice.

**Cory Ritz** was on the Planning Commission with **Jim Talbot** and **John Bilton** when this area was rezoned, and during his 12 years of public service, many good decisions were made but the decision to rezone this property has caused numerous problems for the City. This property will always be an island, but he feels this plan will be an "out of place" island, and he does not want to change the current height standard.

**Dave Millheim** said the D&RG trail will be finished soon, and he was reminded of property rights at a recent meeting with UTA when they pointed out that although they have allowed several cities to use the line as a trail, at some point in the future it will be a rail line.

**Jim Young** was impressed with the civility of both the developer and the residents, and said there were many compelling comments regarding the local look, feel, and style of this project, but those elements are not part of this decision. He plans to oppose the height increase; however, he feels responsibility to respect the use that is available for the property owner and will probably support the plan.

**John Bilton** also thanked the residents and said he has seen flex-type plans that have worked. The City's plan was to create a transition zone from the DMV, the jail and Davis County to the traditional homes in the area. He asked about sidewalks on 1100 W and expressed major concern regarding traffic issues in the area. **Dave Millheim** said there are only two ways to get a sidewalk on the east side of 1100 W—either cooperatively or uncooperatively—with Davis County, and the City does not currently have a game plan for that issue.

**Jim Talbot** informed the public that the City has taken a very strong stand against the WDC, and details are on the City's website. He commended HWH for coming in through the front door and being willing to take shots from the public. It is a difficult piece of property, but there could be much worse projects, and it is an emotional issue when it is in your own backyard.

**David Petersen** said the zoning ordinance does not dictate density but it regulates form, height, parking, and open space. The maximum density is actually created by how the developer chooses to address the streets, open space, architecture, etc.

***Motion:***

**Cory Ritz** made a motion to deny the Ordinance amending the building height adjacent to local streets in the RMU zones to allow for 3-story buildings not to exceed 33 feet in height. It was seconded by **Jim Young** and approved by Council Members **Ritz** and **Young**. Council

Members **Bilton** and **Talbot** voted against the motion. The fifth Council Member was not in attendance, so the **Mayor** cast the final vote which was against the motion, and it died.

***Motion:***

**John Bilton** made a motion to adopt the Ordinance amending the building height adjacent to local streets in the RMU zones to allow for 3-story buildings not to exceed 33 feet in height under certain conditions, pursuant to the findings approved by the Planning Commission as set forth in the staff report dated September 17, 2013. **Jim Talbot** seconded the motion, and Council Members **Bilton** and **Talbot** approved it; Council Members **Ritz** and **Young** did not approve it. The **Mayor** cast the final vote to approve the motion and it passed.

***Motion:***

**Jim Young** made a motion to approve the Schematic Plan for the Avenues/Village at Station Park consisting of 128 lots on 12.11 acres located at the southwest corner of Clark Lane and 1100 West, subject to all applicable Farmington City ordinances and development standards and to the conditions and findings recommended by the Planning Commission on September 26, 2013 and an additional condition for the paved trail to be increased from 10 to 12 feet wide. It was seconded by **Jim Talbot** and approved by Council Members **Bilton**, **Talbot**, and **Young**. Council Member **Ritz** did not approve the motion because he does not like the project in its present form.

**Bell Estates Schematic Plan**

**David Petersen** said there is a 55-foot public right-of-way easement on the north side of this property which the developer plans to vacate. However, the Davis School District (DSD) purchased the property to the west for an elementary school, and the City's Development Review Committee (DRC) recommended that the easement remain in place until the school is built. The developer is also requesting a waiver of open space which would be 25% or .33 acres.

**Jerry Preston**, 347 E 100 N, agent for **Marc Bell**, reported that the DSD does not want the road or a trail easement. He is not opposed to leaving the trail access if the DSD would accept it, but the two homes in the cul-de-sac would have a road on the back, the side, and the front which would be difficult.

***The Public Hearing was opened at 10:35 p.m. There were no comments and it was closed.***

The **Mayor** said the DSD needs a second access road, and **Dave Millheim** made two points: (1) the State Code allows schools to trump the City's zoning ordinance in certain situations; and (2) it is unrealistic for the DSD to believe they can open an elementary school without a second access. The City needs additional time to discuss these issues with the DSD.

***Motion:***

**John Bilton** made a motion to table the Bell Estates Schematic Plan and to direct staff to determine the property rights of the DSD and a dual access which may potentially be associated with a future school. **Cory Ritz** pointed out that the main access must come from 1100 W or Glovers Lane. **John Bilton** amended his motion to state that primary access to the school will

come from Glovers Lane or 1100 W, and secondary access will come from 950 W. **Cory Ritz** seconded the motion which was unanimously approved.

### **Villa Susanna Schematic Plan**

**David Petersen** said this is a request for a 3-lot subdivision on .88 acres on Main Street. The Zoning Ordinance requires all homes on Main Street to face the front; however, the contractor does not want to do a PUD because it may lower the value of the property, and he wants strict lot lines and separate ownership. Contractor **Mike Evans**, 272 E 1875 N, Centerville, said he plans to save the old wall, steps, and trees.

*The Public Hearing opened at 11:10 p.m. There were no comments and it was closed.*

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

**John Bilton** made a motion to approve the schematic plan for the Villa Susanna PUD consisting of 3 lots on .88 acres located on the northeast corner of 1400 N Main Street in an LR-F zone subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission on September 17, 2013 with an 8<sup>th</sup> condition that the applicant will follow the City's PUD process and a 9<sup>th</sup> condition that when preliminary plat approval is granted, the previous schematic plan for 5 lots will be void. It was seconded by **Jim Talbot** and unanimously approved.

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

#### **Resolution for the Annexation of the Tanner Trading Co. Property**

The City received a petition from Norman L. Frost/Ovation Homes to annex 23.5 acres of property north of 1800 N and east of Haight Creek.

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

**Jim Talbot** moved to approve the Resolution accepting the proposed Tanner Annexation for further consideration. It was seconded by **John Bilton** and unanimously approved.

### **SUMMARY ACTION**

1. Approval of Minutes from September 3, 2013 and September 17, 2013
2. Re-Approval of a Plat Amendment for Farmington Hills East Plat B
3. Maverik Hold Harmless Agreement
4. Farmington Station Plat Amendment
5. Request for Exemption from Curbside Recycling Program

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

**Jim Young** made a motion to approve Items 1-4 on the Summary Action List. It was seconded by **John Bilton** and unanimously approved. Item 5 should not have been put on the agenda and will be addressed by the City Manager.

## **NEW BUSINESS:**

### **Microsurfacing and Restriping of Park Lane**

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

**Jim Talbot** made a motion to approve the addition of \$167,727.96 to the budget to be taken from the General Fund balance to pay for the microsurfacing, restriping and signal work on Park Lane and to direct staff to withhold the funds until the City is satisfied with the work. It was seconded by **Cory Ritz** and unanimously approved.

### **Extension of Farmington Ranches Trail**

The Council asked staff to provide a report on the use of trail funds, and the City Manager agreed to do so.

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

**John Bilton** made a motion to approve approximately \$30,000 to be split between the City's general fund balance (70%) and the Trails Committee balance (30%). The motion was seconded by **Jim Young** and unanimously approved.

### **Procedure changes for Chapter 9 of the City Code: Cleaning of Real Property**

**David Petersen** said this issue is complicated and asked for additional time to research the issue. **Dave Millheim** thanked Police Chief **Wayne Hansen** for going above and beyond what was required in order to address an ongoing difficult situation related to this issue.

## **GOVERNING BODY REPORTS:**

### **City Manager – Dave Millheim**

- The Police and Fire August Activity Reports were included in the staff report.
- A ribbon-cutting ceremony for the new trail is scheduled for October 12<sup>th</sup> at 10:00 a.m.
- A "Meet the Candidates" night is scheduled for Oct. 16<sup>th</sup> at 7:00 p.m. The date was listed incorrectly in the newsletter and an insert with the correct date will be included in the utility bill.

### **Mayor – Scott Harbertson**

- He asked that the trail easement through **Jason Farr's** property be on the next agenda.
- A Fire Station Open House will be held on October 9<sup>th</sup> from 6-8 p.m.
- The cost for Christmas banners will be \$9,135 which the Council directed to be placed on the next agenda for consideration.

**City Council**

***Cory Ritz:***

- He reported that the Trails Committee greatly appreciates the annual summer party hosted by the City.
- A new street light on the corner of Lagoon Drive near the campground is not working, and **Dave Millheim** said he would have the Streets Department check it out.

***Jim Talbot:***

- He asked for an update on the sidewalk, curb and gutter for 450 S, and the City Manager said he would begin the process as soon as possible.
- He suggested posting signs as part of the noticing process for future developments. The Council discussed the pros and cons, the City Manager said a sign solves more problems than it creates, and the Council agreed to try signs.

***Jim Young:***

- He asked if the City had the replacement of water meters on a rotation schedule, and the City Manager said he would provide an update.

**CLOSED SESSION**

***Motion:***

At 11:40 p.m. **Jim Young** made a motion to hold a closed meeting to discuss the acquisition of real property. **John Bilton** seconded the motion which was unanimously approved.

**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 11:50 p.m. a motion to reconvene into an open meeting was made by **Jim Young**, seconded by **Jim Talbot**, and unanimously approved.

**ADJOURNMENT**

***Motion:***

**Jim Young** made a motion to adjourn the meeting which was seconded by **Cory Ritz** and unanimously approved, and the meeting was adjourned at 11:50 p.m.

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

## FARMINGTON CITY COUNCIL MEETING

Tuesday, October 15, 2013

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### WORK SESSION

*Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot and Jim Young, City Manager Dave Millheim, Development Director David Petersen, Associate Planner Eric Anderson, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member Cindy Roybal was excused.*

### Signage and placemaking concepts

Mark Morris, VODA Landscape and Planning, shared a presentation regarding signage and placemaking (the process through which the public realm is shaped to maximize shared value). The Council briefly discussed some of the concepts and issues pertaining to several of the agenda items.

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### REGULAR SESSION

*Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, City Recorder Holly Gadd, Youth City Council Member Sarah Harper and Recording Secretary Cynthia DeCoursey. Council Member Cindy Roybal was excused.*

### **CALL TO ORDER:**

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

The Mayor welcomed all those in attendance, including Youth City Council Member Sara Harper. The invocation was offered by Cory Ritz and the Pledge of Allegiance was led by local Boy Scout David Perry.

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

### Executive Summary for Planning Commission meeting held September 26, 2013

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

### **PUBLIC HEARING:**

### Request for Annexation of Jerod and Sharon Jeppson Property

David Petersen said the City's policy is that if a property owner submits an annexation petition but does not request a specific zone designation the subject property will be zoned A (Agriculture). The Jeppsons have requested an R (Residential) zone designation, but the request

is currently under review by the DRC and will then be reviewed by the Planning Commission. Staff's recommendation was to hold the public hearing and then table the request.

***The Public Hearing opened at 7:15 p.m. There were no public comments and it was closed.***

**Jerod Jeppson**, 1505 N 1500 W, Farmington, and **Norm Dahle**, 2675 E Melony Drive, Salt Lake City are developing 5+ acres of property. Their request for an R zone is consistent with the other zoning in the area, and there will be 11 lots ranging from 8800 square feet to ½ acre.

***Motion:***

**Jim Talbot** made a motion to table the annexation request which was seconded by **John Bilton** and unanimously approved.

### **SUMMARY ACTION**

1. Poll Workers for General Election
2. Christmas Banners

***Motion:***

**Jim Young** made a motion to approve both items on the Summary Action List. The motion was seconded by **John Bilton** and unanimously approved.

### **OLD BUSINESS:**

#### **Request to abandon a trail easement on the Farr property (161 N Deer Hollow Circle)**

**David Petersen** explained that when this property was owned by HHI, the developer granted a trail easement to allow pedestrian access to the fire break road. However, the easement cuts across the Farr's backyard, and in the meantime a footpath was created south and east of this easement which appears to be heavily used by area residents. Following a brief discussion, the Council directed staff to prepare the necessary documents to grant the abandonment.

### **GOVERNING BODY REPORTS:**

#### **City Manager – Dave Millheim**

- Trail Policies and Maintenance for Legacy and D&RG Trails – The D&RG Trail recently opened and future maintenance of the trail needs to be considered. Several city managers have proposed using a similar format and structure as the Legacy Trail Agreement. Several nonprofit events are held on the Trail several times each year, and there have also been several requests for profit events. Farmington has denied those requests because no policies are in place and liability is a concern. There will be several new mayors in January who will need to be briefed on these and other trail issues.
- The City received 51 applications for the City Engineer position; 10 of those were chosen for interviews. Extensive interviews were held with the four finalists, and the job was

offered to **Chad Boshell**, currently an engineer with Cedar City, who accepted and will begin on November 4, 2013.

- Several months ago final plat approval was granted for the Kestrel Bay Townhomes, an 11-lot project on the south side of 620 S, with a condition that developer **Scott Balling** solve the flood plain. He submitted a proposal to connect the storm drain water from Kestrel Bay and his project on the north side of 620 S into Davis County's pipe which goes underneath I-15, but the pipe is not large enough. The City and the County are recommending that an additional pipe be installed along the trail on the west side of frontage road and connect to the storm drainage pond south of Glovers Lane. He advised the Council to exercise caution when approving final plats with conditions that may be difficult to complete.
- The Davis County Commission approved a 400-bed jail expansion and submitted a Letter of Intent to the State earlier today. The action is in violation of agreements with the City, and the issue will be on the agenda of the next Council meeting. The Council expressed strong concern of the County's failure to communicate with the City in advance of their decision.

#### **Mayor – Scott Harbertson**

- Youth City Council Member **Haley VanOverbeck** suggested doing an angel tree to assist needy families at Christmas time. Because it is too late to advertise it in the November newsletter, it may have to be planned for 2014.
- Residents in Farmington Ranches would like to recognize **Gordon Crabtree** for his efforts in creating their park, and the Council suggested placing a plaque in the park.
- Pluralsights, a company located in Layton, has grown rapidly the past couple of years and is looking for additional office space. The **Mayor** met with them and Davis County Economic Development Director **Kent Sulser** to discuss the possibility of moving to Farmington City. They signed a lease for the upper floor in Station Park and asked the County and the City to donate funds for assistance with advertising. The Council directed staff to prepare a staff report for a \$5,000 Economic Development Grant from the City to assist with advertising for new employees.
- "Meet the Candidates" event will be held Wednesday, October 16<sup>th</sup> at 7:00 p.m.

#### **City Council**

##### ***Cory Ritz:***

- Several residents in west Farmington have complained that employees and/or visitors at the two Country Care Centers (near 950 W 500 S) park on the streets very close to the corners and it is difficult for motorists to see oncoming traffic. He asked if the area near the curbs could be painted red, and the City Manager said he would find out.

- Resident **Alan Bangerter** is concerned about the culvert on 1100 West which crosses Farmington Creek. **Dave Millheim** said the proposal has been submitted to the County.
- There is a nice single-family home project on the northwest corner of the intersection of Pages Lane and Main Street in Centerville, and he asked the City Planner if it could be used as an example for Henry Walker Homes to consider (HWH). **David Petersen** informed HWH that the Council passed the height issue, but were not supportive of the elevations that were shown. **Jim Talbot** suggested that the City invite HWH to share the elevations with the Council during a work session.

***Jim Talbot:***

- The grand opening for the new Maverik store will be on Wed. Oct. 16<sup>th</sup> at 4:00 p.m.

**CLOSED SESSION**

***Motion:***

At 8:15 p.m. **John Bilton** made a motion for the Council to go into a closed meeting to discuss the acquisition of real property. **Cory Ritz** seconded the motion. It was unanimously approved.

**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 8:35 p.m. a motion to reconvene into an open meeting was made by **Jim Talbot**. The motion was seconded by **Jim Young** and unanimously approved.

**ADJOURNMENT**

***Motion:***

**Jim Talbot** made a motion to adjourn the meeting. The motion was seconded by **Jim Young** and unanimously approved, and the meeting was adjourned at 8:35 p.m.

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

CITY COUNCIL AGENDA

For Council Meeting:  
October 29, 2013

**SUBJECT: City Manager Report**

1. Lease of Old Farm Property for Weed Control

**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:  
October 29, 2013

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

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