



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

NOTICE & AGENDA

JOINT CITY COUNCIL/REDEVELOPMENT AGENCY OF FARMINGTON

Notice is hereby given that the City Council of **Farmington City** and the Governing Board of the Redevelopment Agency will hold a meeting on **Tuesday, November 20, 2012, at 9:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah. The agenda shall be as follows:

Joint City Council/Redevelopment Agency

1. Roll Call
2. Approval of Blight Finding, Demolition Agreement for Blighted Building Located on the NE Corner of 1400 North and Main Street, Granting of Demotion Permit

City Council

1. Station Parkway Design and Project Management Proposal

Ajourn

DATED this 19th day of November, 2012.

REDEVELOPMENT AGENCY

By: Holly Gadd
Holly Gadd, City Recorder

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.



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CITY MANAGER

City Council / Redevelopment Agency Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, Executive Director

Date: November 14, 2012

SUBJECT: APPROVAL OF BLIGHT FINDING, DEMOLITION AGREEMENT FOR BLIGHTED BUILDING LOCATED ON THE NE CORNER OF 1400 NORTH AND MAIN STREET, GRANTING OF DEMOTION PERMIT

RECOMMENDATIONS

1. Acting as the RDA, approve a finding of significant blight on the subject property which is detrimental to the health, safety and welfare of the neighborhood.
2. Authorize the RDA to execute the attached agreement which allows for the demolition of the structures on the property and disposal of the debris with the RDA contributing funds for this purpose.
3. Acting as the City Council, grant the City Manager authority to issue the demolition permit once contracts are signed with the demo contractor.

BACKGROUND

Frank McCollough has been assisting Susan Maughan with efforts to redevelop her property which the RDA has determined is very blighted and a risk to the health, safety and welfare of the neighborhood. Last year, the City granted Final Plat and Final (PUD) Master Plan approval for the Villa Susanna subdivision consisting of five lots in this location. The RDA also agreed to spend up to \$100,000 towards the demolition costs once a qualified builder/developer could be contracted. The City Manager has granted a one year extension of those earlier approvals because to date the property owner has not found a qualified builder/developer. While some parties have come close to agreeing to do what was desired with the earlier approvals, the stumbling block has always come back to the uncertainty of costs and impacts associated with the demolition of the structures. The blight problem has only worsened so the RDA staff in cooperation with the Maughan's is recommending we solve the blight problem now without changing any of the earlier granted plat and PUD approvals. In this way, the blight problem goes away

and the property owner should then be able to find a buyer consistent with the existing plat approvals. It should be noted that the owner may come in with an amended site plan in the future and/or loose their site plan approvals if nothing happens in the coming year. In the meantime, the blight problem is removed. We should also point out that with the assistance of Mr. McCollough, more favorable bids then expected were received and so the RDA contribution amount has been lowered to \$75,000. Staff drafted the demolition agreement to not exceed \$75,000 which is about \$20,000 more than the demolition bid and allows for a few demo related incidentals. Mr. McCoullough would like keep the cap at \$100,000 in case there are overages but staff felt this would only encourage the contractor to not be as careful as we would like in keeping the costs down..

Lastly, Villa Susanna, Inc was taken off the agreement at the request of the property owner, Susan Maughan. We do note in the agreement that the demolition agreement does not take away any of the earlier entitlement rights already granted and recently extended to Villa Susanna, Inc. In this way, we do not have to revisit the site plan approvals unless there is a significant reason to do so. We should also note that the Mayor, Mrs. Maughan and the RDA have executed this agreement based on Mrs. Maughan wanting a full signature copy before she left the building. If the Council does approve, we would need to note in the minutes that this agreement is null and void.

Respectfully Submitted



Dave Millheim
City Manager

AGREEMENT

THIS AGREEMENT is made and entered into as of the 17th day of November, 2012, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and the **FARMINGTON CITY REDEVELOPMENT AGENCY**, and **SUSAN MAUGHAN**, an individual, hereinafter referred to as "Maughan," and ~~VILLA SUSANA PUB, LLC, a Utah limited liability company, hereinafter referred to as "Villa Susana."~~

[Handwritten initials/signature]

WHEREAS, the Farmington City Redevelopment Agency has been organized within Farmington City for the purpose of promoting economic development within the City; and

WHEREAS, the Farmington City Redevelopment Agency Board has previously created the North Main Street Project Area within Farmington City for the purpose of assisting economic development within the Project Area; and

WHEREAS, Maughan is the owner of property located at 1400 North Main Street within the North Main Street Project Area, which property has been declared by the Redevelopment Agency Board to be blighted based on the property's condition over the last several years; and

WHEREAS, to assist in economic development activities within the area, the Redevelopment Agency has determined that the structure located on Maughan's property must be demolished and removed and that such demolition and removal is the most logical means of removing the existing blight; and

WHEREAS, to assist in the demolition of the structure, the Farmington City Redevelopment Agency has determined that it is appropriate, and will promote the public interest to allocate not to exceed \$75,000 of RDA funds to demolition and cleanup of the structure and the site on which the structure is located; and

WHEREAS, the Farmington City Council has approved the expenditure of the RDA funds for the stated purpose;

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

[Handwritten signature]

1. **Demolition.** Maughan and ~~Villa Susana~~, jointly and severally, hereby agree to undertake the demolition of the structure and site cleaning at the property located at 1400 North Main Street in Farmington City, located within the North Main Street Project Area. Pursuant to a contract with TID Demo Inc. which successfully bid for the work, such work shall be undertaken immediately and shall be pursued to completion.

2. **RDA Funding.** The Redevelopment Agency of Farmington City hereby commits a sum not to exceed \$75,000 to be utilized in the demolition of the structure. Such funding shall be paid upon invoice from TID to the Agency and approval the work has been satisfactorily completed. In the event costs of demolition are less than \$75,000, the Agency shall pay for the demolition in the amounts invoiced. Payment of such funding is based on the findings of the Agency Board set forth in paragraph 8, below, and is further based on the approved development plans for the project which will include the construction of some housing which is intended to be utilized by lower income persons and/or families. All conditions of approval for the Villa Susana Project, as granted by Farmington City, are hereby incorporated as terms and conditions of this Agreement, and the approved land uses are hereby acknowledged to be a material provision of this Agreement.

3. **Release and Hold Harmless.** Maughan and ~~Villa Susana~~ hereby agree to release, indemnify and hold harmless the Farmington City Redevelopment Agency and Farmington City from any costs, claims or damages to any party resulting from demolition of the structure and clearance of the site. This covenant includes any damages arising from any environmental condition existing on the property or which may occur on the property. The parties specifically acknowledge and agree that neither the agency nor the City shall have any responsibility for any environmental condition existing on the Property now or in the future.

4. **No Effect on Development Approvals.** Nothing in this Agreement shall be construed as altering in any way any land use or development approvals granted by Farmington City to Maughan or ~~Villa Susana~~. The parties specifically acknowledge that Villa Susana has received two extensions of time in which to record a plat for the proposed project from Farmington City and that the current deadline for plat recording is October 23, 2013. The parties further specifically acknowledge that any delay in plat recording beyond that date will require that the project again apply and receive all necessary land use approvals.

5. **Term.** This Agreement and the covenant of the Redevelopment Agency to provide funding for demolition and cleanup of the structure and site shall continue in full force and effect for a period of three years from the date of this Agreement. In the event the structure is not demolished by that date, or in the event demolition and site clearing is not complete, the City and the Agency's obligations hereunder shall terminate and shall be of no further force or effect.

6. **City Approval.** Farmington City Council has reviewed the terms and conditions of this Agreement and by a signature below, hereby approves of the same. The City further acknowledges that it has approved a demolition permit for the structure.

7. **Findings of the Agency.** The Redevelopment Agency of Farmington City hereby affirms its prior declaration of blight in the North Main Street Project area. Further, the Agency Board hereby affirms its prior declarations that the structure located at 1400 North Main Street is blighted based on its current condition in that it does not meet current building codes, it is structurally unsound and unsafe, and rehabilitation of the structure is not economically feasible and therefore demolition is the most economically feasible alternative to remove the blight on the property. The Agency further declares that removing blight at the specific location of the structure and the site will assist economic development activities within the North Main Street Project area and therefore will promote public health and welfare.

8. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties relating to the Agency's commitment of funding for demolition and cleanup of the structure and site at issue. All other understandings, oral representations or agreements between the parties are of no further force and effect and this Agreement shall represent the entire agreement and understanding of the parties as to this subject matter.

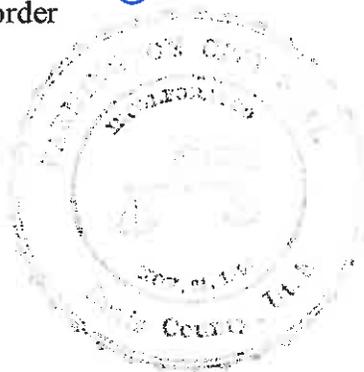
IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

**CITY
FARMINGTON CITY**

ATTEST

E. Ann Carls
City Recorder

By: *Scott C. Harbertson*
Scott C. Harbertson, Mayor



**FARMINGTON CITY
REDEVELOPMENT AGENCY**

By: *Dave Millheim*
Dave Millheim
Its: *EXECUTIVE DIRECTOR*
Executive Director

*SM
DFM*

SUSAN MAUGHAN
Susan Maughan

~~VILLA SUSANA PUD, LLC~~
By: _____
Its: _____

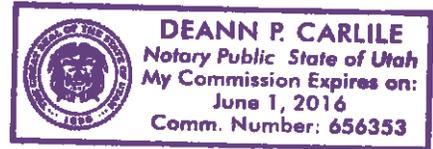
ACKNOWLEDGMENTS

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 19 day of November, 2012 personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

Deann P. Carlile

Notary Public

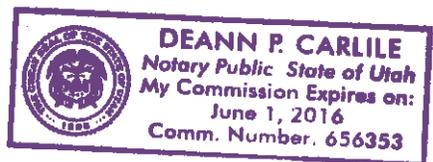


STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 19 day of November, 2012 personally appeared before me Dave Millheim, who being duly sworn, did say that he is the Executive Director of the **FARMINGTON CITY REDEVELOPMENT AGENCY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

Deann P. Carlile

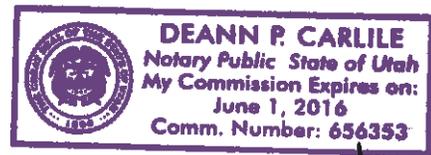
Notary Public



STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On the 19 day of November, 2012, personally appeared before me SUSAN MAUGHAN who being by me duly sworn, did say that she is the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Deann P. Carlile
Notary Public



STATE OF UTAH)
 : ss.
COUNTY OF _____)

~~On the _____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of VILLA SUSANA PUD, LLC, a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and acknowledged to me that said limited liability company executed the same.~~

~~_____
Notary Public~~

~~Deann P. Carlile
Notary Public~~



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: November 15, 2012

SUBJECT: **STATION PARKWAY DESIGN AND PROJECT MANAGEMENT PROPOSAL**

RECOMMENDATION

Authorize staff to enter into an agreement with CRS Engineers to complete additional design and project management work for Station Parkway. This work is not to exceed \$19,300 to be paid from account number 22-470371.

BACKGROUND

In the First Amendment to the Road Agreements, dated 9-9-09 and executed with The Haws Companies, paragraph 4 states in part: "The City agrees to construct the balance of the Improvements which are not in Phase One Improvements as development along the Road is built out, but completed no later than 12/31/18." Per agreement with The Haws Companies, first phase of this road was built in 2010/11 in advance of the Park Lane Village. Additional development in front of Park Lane Village is now in the platting stages. Staff believes we should not wait until those buildings and end users are in place and then hit them with a large road construction project so we are recommending getting this project ready for construction in 2013.

The first step in the process is making sure we have a design ready that we can go out to bid with. The scope of these full widening improvements along Station Parkway would be from just north of the Park Lane Signal until just north of Red Barn Lane. We have all the right of way needed in this area but the scope would include additional curb and gutter, asphalt, storm drainage and construction management services. We also want to make sure since this will be a major entrance to the future office park area that we address needed conduits for fiber and other utilities.

Respectfully Submitted

Dave Millheim
City Manager



CALDWELL | RICHARDS | SORENSEN

ANSWERS TO INFRASTRUCTURE

October 25, 2012

David Millheim
Farmington City Corp
PO Box 160
Farmington UT 84025

RE: STATION PARKWAY DESIGN AND PROJECT MANAGEMENT PROPOSAL

Dear David,

We have reviewed the engineering services needed to complete the design for the improvements on the unimproved portions of Station Parkway, from Grand Avenue to Old Burke Lane alignment, as well as the during construction assistance for the improvement work. Presented below is our scope of work and estimated fee for our services.

SCOPE OF WORK

- 1. Perform field survey and update existing roadway improvement drawings. \$2,340.00**

Making field ties to the edge of pavement and incorporating this information on the existing plan and profile sheets.

- 2. Curb and gutter and Storm drain system design \$5,060.00**

Curb and gutter locations and grades will be designed along with storm drain inlet box locations and sizing of storm drain pipes along the roadway. We will make provisions in our storm drain design to incorporate pipe sizes as identified in the most recent area runoff study for the abutting properties. Pavement widening along the new alignment, rehabilitation of pavement along Burke Lane and overlay paving will be designed and identified.

- 3. Cost Estimate and Construction Work Sequence Scheduling \$860.00**

Our opinion of probable construction cost will be prepared in a form that can be converted to a bid schedule. We will also determine if any of the work will be owner performed, the schedule for bidding, and identify any sequencing and scheduling issues for the construction work.

- 4. Review Meetings and Property Owner Information Meeting \$1,680.00**

Coordination meeting with City Officials on the design details to secure approval for construction of the improvements. An information meeting for abutting property owners is also be included in this item of work.



5. Bidding and During Construction Services

\$9360.00

Preparation of bid documents to include: the instructions to bidders, bid form, contract provisions, and any special technical specifications that supplement the City standards and construction details. Our during construction services anticipates we will attend 12 site meetings, process pay requests, and answer contractor inquiries for a construction period of 12 weeks.

Direct expense of printing bid documents is not included.

Our design fee portion, consisting of Tasks 1 through 4 is estimated at \$9,940.00 and we anticipate needing approximately 4 to 6 weeks to complete this portion of our scope.

Bidding and construction assistance for the improvements is estimated to be \$9,360.00. The time needed for preparation of bidding documents and the bidding period is usually four (4) weeks.

Please let me know if you have any questions or comments regarding this information. We appreciate the opportunity to be of service to the City.

Sincerely,
Caldwell Richards Sorensen

A handwritten signature in blue ink, appearing to read 'Paul J. Hirst', is written over the printed name.

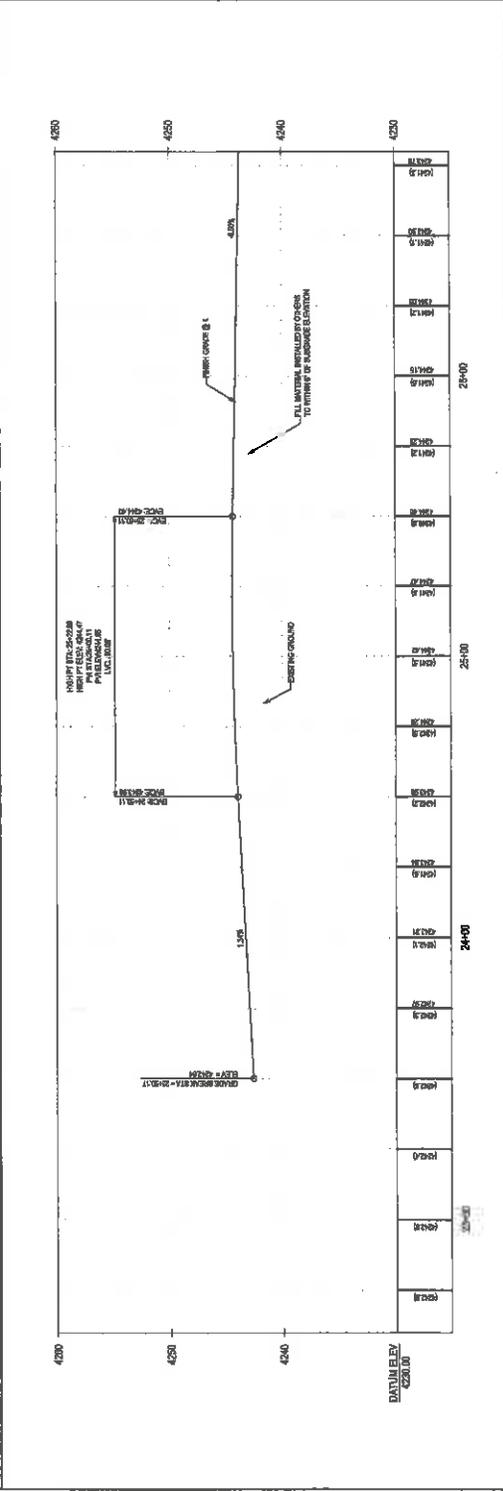
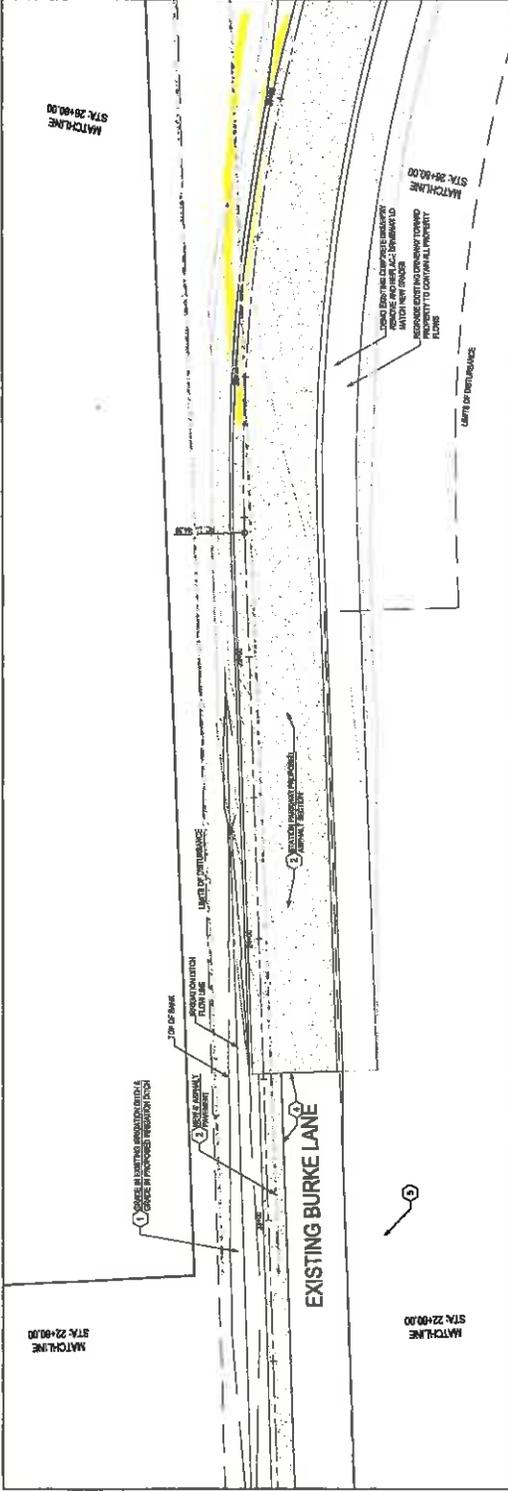
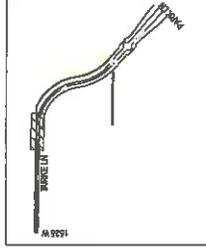
Paul J. Hirst, P.E.

cc: file Farm Res Eng 2012



- 1 GRADE IN EXISTING RETENTION DITCH OR GRADE PROPOSED RETENTION DITCH, SEE DETAIL SHEET C1.0
- 2 ASPHALT PAVEMENT, SEE DETAIL SHEET D1.0
- 3 INSTALL STORM DRAIN ON TOP OF BANK, SEE DETAIL SHEET D1.0
- 4 INSTALL STORM DRAIN THROUGH BANK, SEE DETAIL SHEET D1.0
- 5 INSTALL STORM DRAIN OUTLINE, SEE DETAIL SHEET D1.0
- 6 STORM DRAIN TRENCH SECTION, SEE DETAIL SHEET D1.0

SHEET INDEX

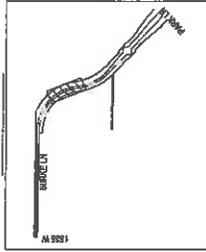


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| <p>PARMINGTON CITY STATION PARKWAY GRADING AND DRAINAGE (3)</p> <p>158 NORTH MAIN PARAMOUNT CITY, UTAH 84055</p> | <p>CALDWELL RICHARDS SORENSEN ANSWERS TO INFRASTRUCTURE</p> <p>501 N. LAKE CITY OFFICE 1000 N. 1000 W. SUITE 100 WEST VALLEY CITY, UT 84113 TEL: 435.335.1234 FAX: 435.335.1235 WWW.CALDWELLRICHARDS.COM</p> |
| <p>DATE: 07/15/2014 TIME: 10:00 AM DRAWN BY: JLM CHECKED BY: JLM PROJECT NO: 14-001</p> | <p>DATE: 07/15/2014 TIME: 10:00 AM DRAWN BY: JLM CHECKED BY: JLM PROJECT NO: 14-001</p> |



- 1 GRADE IN EXISTING IRRIGATION DITCH & DRAINAGE
- 2 PROPOSED IRRIGATION DITCH, SEE DETAIL SHEET C2.3
- 3 ASPHALT PAVEMENT, SEE DETAIL SHEET P1.3
- 4 INSTALL STORM DRAIN CATCH BASIN, SEE DETAIL SHEET P1.0
- 5 INSTALL STORM DRAIN MANHOLE, SEE DETAIL SHEET P1.0
- 6 INSTALL CURB & GUTTER, SEE DETAIL SHEET D1.3
- 7 STORM DRAIN TRENCH SECTION, SEE DETAIL SHEET P1.0

SHEET INDEX



DATE: 08/20/20
 SHEET: 41
C2.5

FARMINGTON CITY
**STATION PARKWAY
 GRADING AND DRAINAGE (S)**

130 NORTH MAIN
 FARMINGTON CITY, UTAH 84201

Site: Lake City, Utah
 CALDWELL
 RICHARDS
 SORENSEN
 ANSWERS TO INFRASTRUCTURE

DATE: 08/20/20
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT NO: 2019-001
 SHEET NO: C2.5

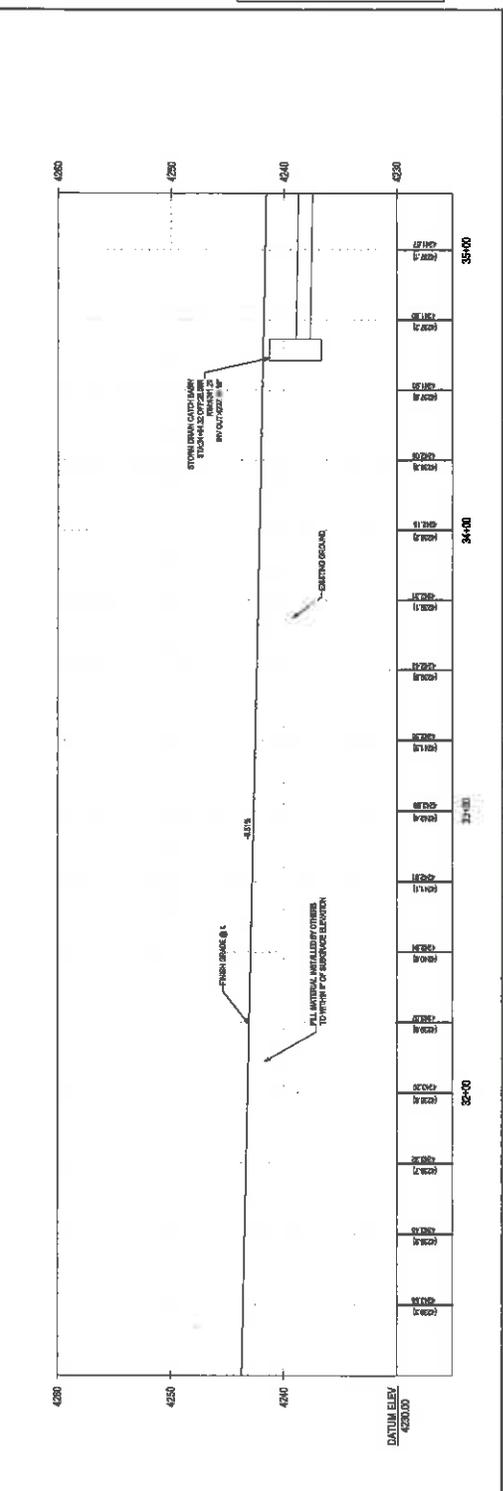
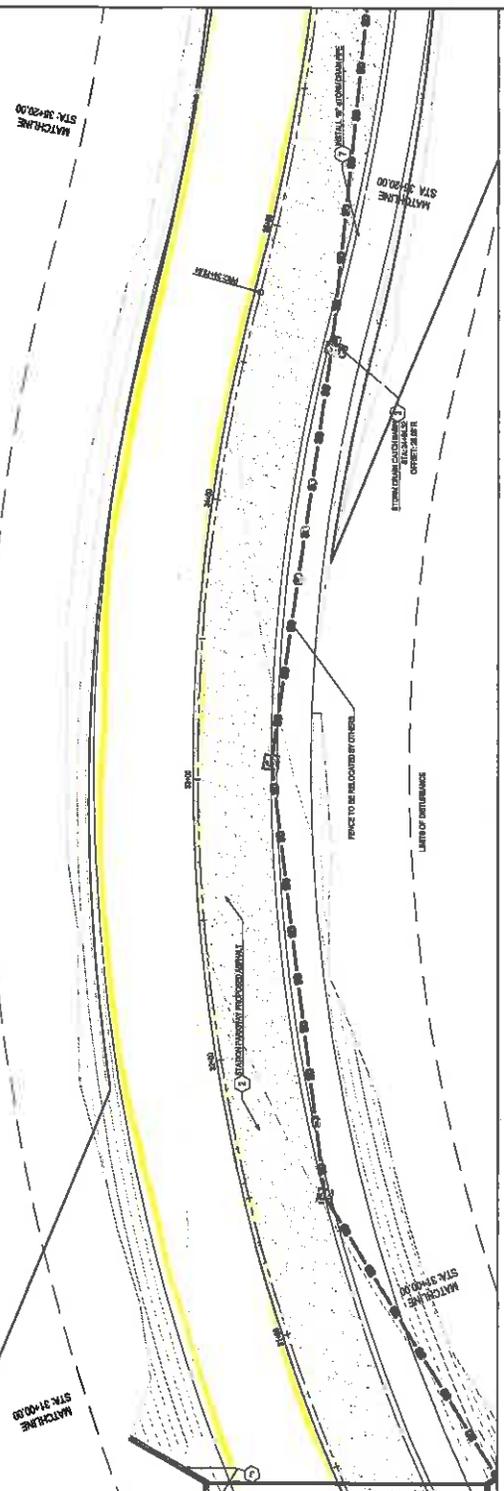
ALL MATERIAL INSTALLED BY OTHERS TO VERIFY OF SURFACE ELEVATION

PUSH GRADE @ 1:4

EXISTING GROUND

STATION DRAIN CATCH BASIN
 18" DIA. x 18" DEPT. x 18" WIDE
 18" DIA. x 18" DEPT. x 18" WIDE

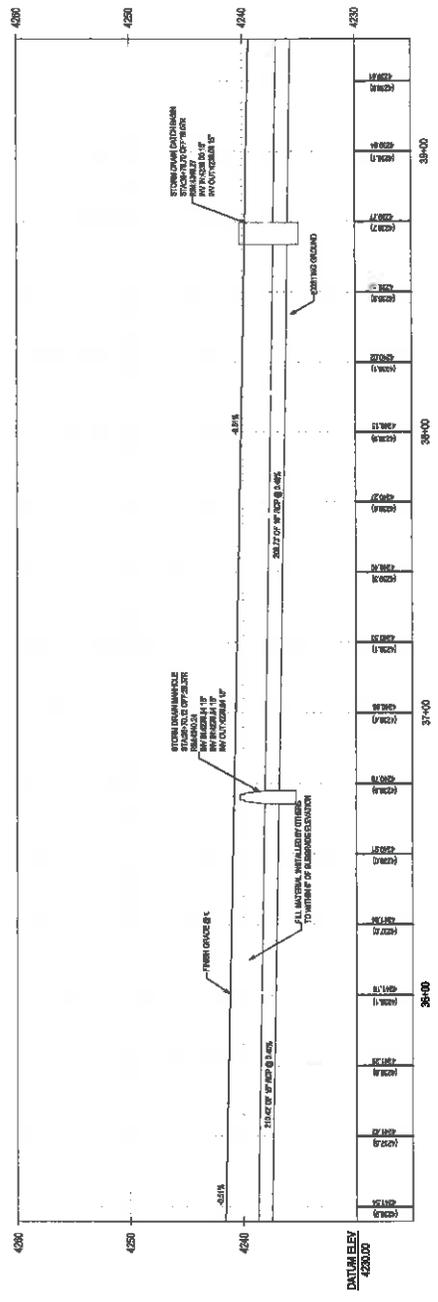
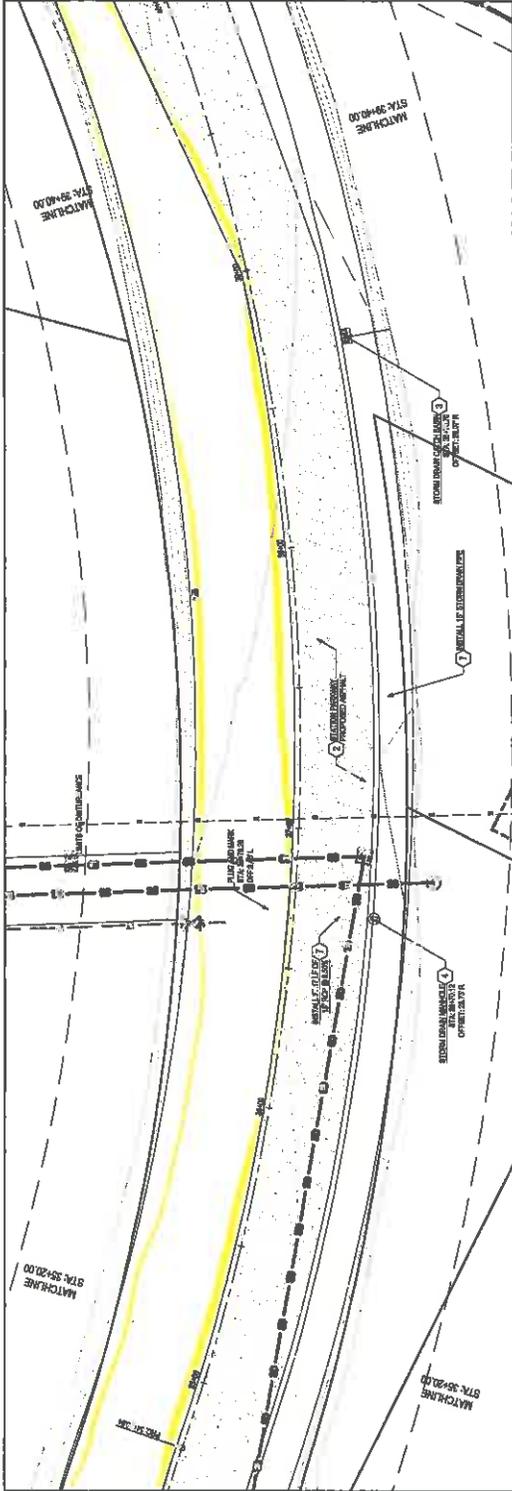
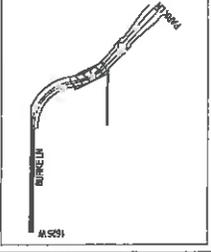
STORM DRAIN CATCH BASIN
 18" DIA. x 18" DEPT. x 18" WIDE





- 1 GRADE IN EXISTING TERRAIN CUTION & CRUVE
- 2 PROPOSED IRRIGATION CUTION, SEE DETAIL SHEET D1.0
- 3 ASPHALT PAVEMENT, SEE DETAIL SHEET D1.3
- 4 INSTALL STC-31 DRAIN CATCH BASIN, SEE DETAIL SHEET D1.4
- 5 INSTALL STORM DRAIN MANHOLE, SEE DETAIL SHEET D1.4
- 6 INSTALL CURB & GUTTER, SEE DETAIL SHEET D1.3
- 7 INSTALL STORM DRAIN CUTTION, SEE DETAIL SHEET D1.0
- 8 STORM DRAIN TRENCH SECTION, SEE DETAIL SHEET D1.0

SHEET INDEX



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C2-6

FARMINGTON CITY
**STATION PARKWAY
GRAVING AND DRAINAGE (6)**
FARMINGTON CITY, UTAH 84403

**CALDWELL
RICHARDS
SORENSEN**
ENGINEERS ARCHITECTS
139 NORTH MAIN
SALT LAKE CITY, UTAH 84103
TEL: 325-1100
WWW.CRS-UTAH.COM

DATE: 08/14/18
PROJECT NO: 18-001
SHEET NO: 6 OF 6
SCALE: AS SHOWN
DESIGNED BY: JRM
CHECKED BY: JRM
IN CHARGE: JRM

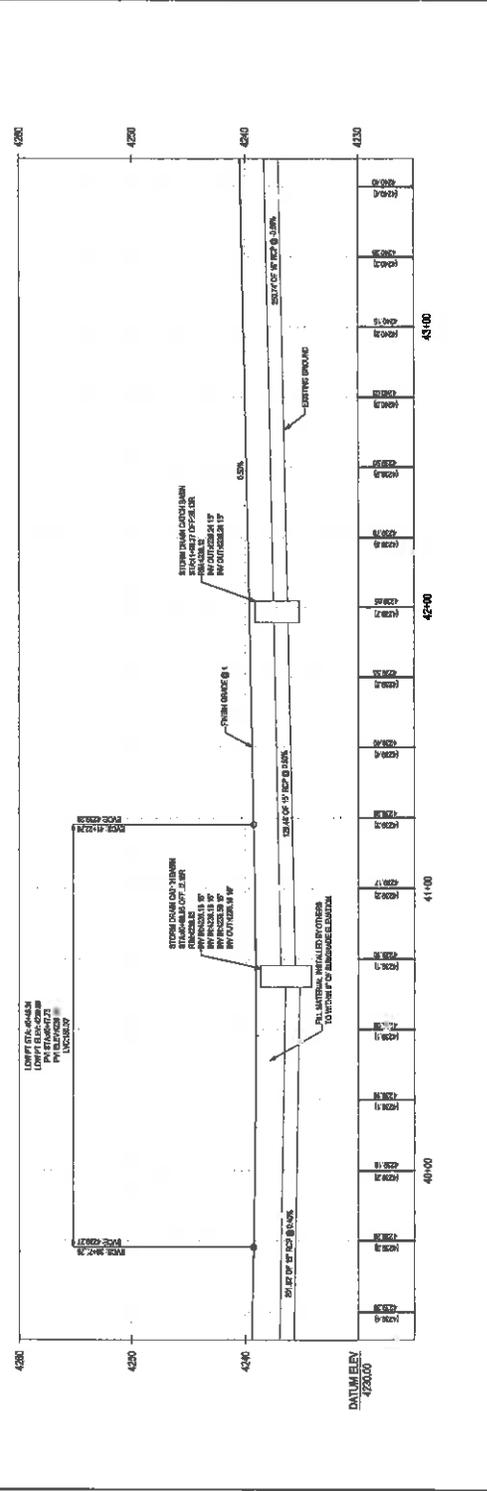
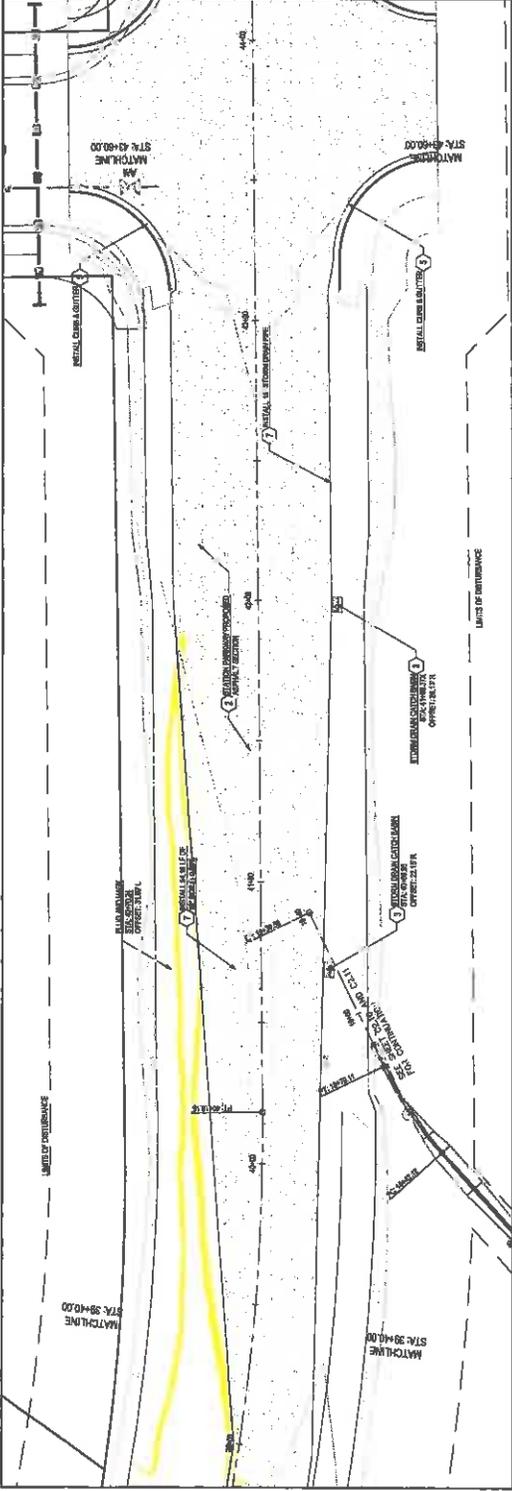
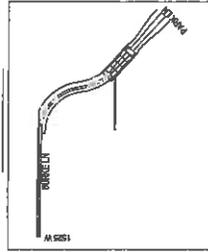
THIS DRAWING IS THE PROPERTY OF CALDWELL RICHARDS SORENSEN ENGINEERS ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CALDWELL RICHARDS SORENSEN ENGINEERS ARCHITECTS.

DATE: 08/14/18
PROJECT NO: 18-001
SHEET NO: 6 OF 6
SCALE: AS SHOWN
DESIGNED BY: JRM
CHECKED BY: JRM
IN CHARGE: JRM



- 1 GRADE IN EXISTING REMAINING UTILITY GRADE PROPOSED FOR UTILITY. SEE DETAIL SHEET C1.0
- 2 ASPHALT PAVEMENT. SEE DETAIL SHEET D1.1
- 3 INSTALL STORM DRAIN CATCH BASIN. SEE DETAIL SHEET D1.0
- 4 INSTALL STORM DRAIN MANHOLE. SEE DETAIL SHEET D1.0
- 5 INSTALL CURB & GUTTER STD. SEE DETAIL SHEET D1.3
- 6 INSTALL STORM DRAIN OUTFLOW. SEE DETAIL SHEET D1.0
- 7 STORM DRAIN TRENCH SECTION. SEE DETAIL SHEET D1.0

SHEET INDEX



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|---|--|
| <p>FARMINGTON CITY STATION PARKWAY GRADING AND DRAINAGE (7)</p> | <p>06030C 11 41 C2.7</p> |
| <p>FARMINGTON CITY OFFICE</p> | |
| <p>CALDWELL RICHARDS SORENSEN ANSWERS TO INFRASTRUCTURE</p> | |
| <p>SALE LEASE CITY OFFICE</p> | |
| <p>150 NORTH MAIN FARMINGTON CITY, UTAH 84403</p> | |
| <p>DATE: 08/14/2018 TIME: 10:00 AM DRAWN BY: J. HARRIS CHECKED BY: J. HARRIS PROJECT NO: 150 NORTH MAIN SHEET NO: C2.7</p> | |