

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 agenda for the work session will be to answer questions on items the City Council may have. 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, May 3, 2011, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah. The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

7:05 Approval of Minutes from April 19, 2011

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:10 Presentation of "Award of Top Shooter"

7:15 Fire Department Gap Analysis & 5 Year Business Plan

PUBLIC HEARINGS:

7:20 Public Hearing: Villa Susanna Planned Unit Development (PUD) Preliminary (PUD) Master Plan (and PUD Overlay), and Schematic Plan

SUMMARY ACTION:

7:30 Minute Motion Approving Summary Action List

- Approval of March Disbursement List
- Ratification of Approvals of Construction & Storm Water Bond Logs

NEW BUSINESS:

7:35 Verizon Option and Land Lease Agreement

7:40 Adoption of the Tentative Budget for Fiscal Year 2012

DISCUSSION ITEMS:

7:45 Miscellaneous Subdivision and Zone Text Changes

7:55 Past and Present Development Agreements

GOVERNING BODY REPORTS:

8:05 City Manager Report

1. Upcoming Agenda Items

8:10 Mayor Harbertson & City Council Reports

ADJOURN: 8:20

CLOSED SESSION

Minute motion adjourning to closed session to discuss the character, professional competence or physical or mental health of an individual.

DATED this 28th day of April, 2011.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

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

It is requested that Mayor Scott Harbertson give the invocation/opening comments to the meeting and it is requested that Council Member Rick Dutson 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:
May 3, 2011

SUBJECT: Approval of Minutes of Previous Meetings

ACTION TO BE CONSIDERED:

Minute motion approving the minutes of the City Council meeting held on April 19, 2011.

GENERAL INFORMATION:

Please see enclosed minutes. They have been reviewed by staff and are ready for Governing Body review and approval.

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

FARMINGTON CITY COUNCIL MEETING

Tuesday, April 19, 2011

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Jim Talbot and Sid Young, City Manager Dave Millheim, City Engineer Paul Hirst, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member Cory Ritz was excused.

Mayor Harbertson began the work session at 6:10 p.m., and the Council discussed the following items:

Minutes of the City Council meeting held on March 29, 2011

There were several amendments to the Minutes.

Minute Motion Approving Summary Action List

Dave Millheim pointed out that Item #5 on this list, the Revocation and Abandonment of Easement for Jason Bruse, needs to be covered separately with its own motion.

Local Consent for Harmons Special Use Permit

Representatives from Harmons will be in attendance during the regular session to comment on this request.

Park Lane Commons Final Plat Approval

Dave Millheim explained that the final plat for this Subdivision was approved by the Council on May 18, 2010. The plat was not recorded within 6 months of the approval, so it became null and void as of November 18, 2010. This new final plat has been reviewed and accepted by both parties.

Curb and Gutter on 900 North and 1000 North

The Council discussed various issues concerning this project.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot and Sid Young, City Manager Dave Millheim, City Planner David Petersen, City Engineer Paul Hirst, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey

CALL TO ORDER

Opening Comments/Invocation/Pledge of Allegiance

Mayor Harbertson opened the meeting at 7:10 p.m. and welcomed those in attendance, including Porter Sykes of the Youth City Council. Sid Young offered the invocation, and the Pledge of Allegiance was led by Jim Talbot.

Approval of Minutes

Motion: **Rick Dutson** made a motion to approve the minutes of the March 29, 2011 City Council meeting with the modifications which were made during the work session. The motion was approved by **Sid Young** and approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

Executive Summary of Planning Commission meeting held on March 24, 2011

Associate City Planner **Christy Alexander** submitted a letter indicating that the Planning Commission approved a conditional use permit for Lodder Homes to open a sales office in a model home located at 553 North Spring Creek Drive.

Presentation by Paul White regarding the new Emergency Preparedness Plan

Mayor Harbertson congratulated **Paul White** for receiving a national award from the National Association of County and City Health Officials for his efforts on the integration of the Medical Reserve Corps and the CERT program.

Mr. White said the original Emergency Preparedness Plan was written by Davis County in 1983 and upgraded in 2003. Since that time, the State has requested that each City become compliant with the format of the **National Incident Management System (NIMS)** which is used in the United States to coordinate emergency preparedness and incident management among various federal, state, and local agencies. Each City has adapted the Davis County plan, and several new items are included: EFS (Emergency Function System); a transportation plan which will be administered by each City's Police Department; and phone lists. It is a living document which will require updating on a continual basis. He mentioned several events which will be occurring in 2011 and 2012 and reminded the Council of the Emergency Preparedness Fair which will be held on April 30, 2011 in Fruit Heights. He also reported that Davis County is more prepared for flooding than they were in 1983, and 4,000 sand bags are available to the public.

Council Member **Cory Ritz** arrived at the meeting at 7:20 p.m.

Motion: **Rick Dutson** made a motion to adopt the plan with the condition that the updated contact information will be submitted prior to the next City Council meeting. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**.

PUBLIC HEARINGS

Local Consent for Harmons Special Use Permit

Bob Harman introduced **Reagan Puffer**, store director for the new Harmons store in Farmington, and **Lori McFarland**—she explained that Harmons has applied to the Utah Department of Alcohol Beverage Control Licensing and Compliance for a Scientific and Educational Special Use Permit to allow them to serve beer and wine in the classes they will hold in their new store. She said Harmons is required to submit a Local Consent form signed by Farmington City. Harmons has installed a cabinet for storage of the alcohol, and the cooking school director and store manager will each have keys to the cabinet. The store opening will be held on May 2, 2011 at 10:00 a.m.

Mayor Harbertson opened the public hearing at 7:30 p.m. There was no one from the public to speak regarding this permit, and the public hearing was closed.

Motion: Jim Talbot made a motion to approve the special use permit for Harmons with the understanding that this permit is for the Harmons Grocery Store only and does not accompany the building and/or any successors. **Sid Young** seconded the motion which was approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. **Ratification of Approvals of Construction & Storm Water Bond Logs**
2. **UTA Agreement for Lagoon Shuttle**
3. **Second Amendment of Development Agreement with CenterCal**
4. **Rice Farms Estates Phase 5 PUD Improvements Agreement**
5. **Revocation and Abandonment of Easement for Jason Bruse**
6. **Affordable Housing Plan – Contract Modification**
7. **Youth Week Proclamation**

Motion: Sid Young made a motion to approve the items on the Summary Action List except for Item 5 – the Revocation and Abandonment of Easement for **Jason Bruse**. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**.

Mayor Harbertson referred to the staff report which includes a recommendation from staff that the Council approve the abandonment of the southerly side-yard easement less the easterly 10 feet.

Motion: Rick Dutson made a motion to approve the Revocation and Abandonment of Easement for **Jason Bruse** on property located at 1927 Summerwood Drive and to include the exhibit which details the location of said Easement. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**.

NEW BUSINESS:

Park Lane Commons Final Plat Approval

Scott Harward, Haws Companies, said there are several easements which were enlarged and added to the plat map to show the area more clearly.

Ernie Willmore, Willmore Development, said they are thrilled to finally have the plat finished and the funding in place. He said they do not have a firm date for the groundbreaking ceremony, but he will notify the City as soon as the date is known.

Motion: Sid Young made a motion to reapprove the final plat as corrected and attached with the revised drawings for the Park lane commons subdivision because the previous plat was not recorded by the 6-month deadline. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**.

Curb and Gutter on 900 North and 1000 North

Dave Millheim reported that staff was unable to get a unanimous consent from the neighbors, and he asked for direction on how to proceed. There was a lengthy discussion of issues related to the project, including the installation of a cul de sac or a hammerhead turn at the end of 1000 North, the possibility of trading property for curb and gutter on both sides of the street, the costs per square foot, and the financial impact to each of the property owners.

Motion: John Bilton made a motion to authorize and approve the expenditure of \$10,688.40 paid from General Ledger Account #38-400-441 for the curb and gutter project on 900 North and 1000 North conditional upon the property owners signing an agreement to pay a portion (equal to one third) before the project is started and to make monthly payments until their balance is paid (not to exceed 48 months). The motion was seconded by **Rick Dutson** and approved by Council Members **Bilton, Dutson, and Ritz**. Council Members **Jim Talbot** and **Sid Young** voted against the motion.

Lease of House on North Main

Mayor Harbertson explained that the City has rented the house on North Main for \$500 per month since March 2010. The rate was low because the house was in disarray and the renters agreed to make the necessary repairs and provide upkeep to the house. Following a brief discussion, the Council agreed that the rate should be raised to \$750 per month.

Motion: Rick Dutson made a motion to increase the rent to \$750 per month and to continue renting the house on a month-to-month basis. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

Consideration of hiring a new auditing firm

Dave Millheim complimented **Keith Johnson** for his efforts in providing information from several auditing firms and said his recommendations are: (1) continue with the auditing firm of Ulrich & Associates whose prices are higher but they are familiar with the City's system; or (2) change to Jenson & Keddington who have lower prices and have been recommended by other cities. The Council discussed several pertinent issues and criteria included in the staff report regarding this item.

Motion: John Bilton made a motion to employ the auditing firm Jensen & Keddington for a period of one year. **Rick Dutson** seconded the motion which was approved by **Bilton** and **Dutson**. Council Members **Ritz, Talbot, and Young** voted against the motion which did not pass.

Motion: Cory Ritz made a motion to continue with the auditing firm of Ulrich & Associates for a period of one year at which time the subject will be re-evaluated. The motion was seconded by **Sid Young**, and Council Members **Bilton** and **Dutson** voted against the motion. Council Members **Ritz, Talbot, and Young** voted in favor of the motion which passed.

Report on the new City Well

Mayor Harbertson asked City Engineer **Paul Hirst** to report on the new City well:

Mr. Hirst reported that when the well was being developed, a sulphur smell was detected. The first step is to determine the concentration of sulphur in the water and decide on a treatment plan. **Dewey**

Petersen, of Petersen Brothers Drilling Co., will obtain samples of the water. It was also found that over-pumping the new well will cause the Woodland Park Well to draw down. The Woodland Park Well has an iron bacteria problem which is being treated with chlorine about every six months. These issues must be dealt with before the design of the well can be completed.

GOVERNING BODY REPORTS

City Manager Report

- He referred to the list of Upcoming Agenda Items for the May 3, 2011 Council Meeting.
- **Neil Miller** submitted a timeline proposal for the Veterans Memorial, and the City is waiting for a list of the proposed costs from **Jim Heffner** and **Mike Neilsen**.
- He received a letter from UDOT asking if there are any historic buildings or archeological sites along the proposed WDC routes. The Council said they do not know of any such sites.
- Hughes Contractors has requested that they be released from the warranty on the City building. Approximately \$27,000 has not been released, and they would like to pay off some of their subcontractors. The Council determined that it would not be a wise thing to do.

Mayor Harbertson

- The Davis County Clipper Mother of the Year Banquet will be held on May 5, 2011.
- Garbett Homes is struggling with their subdivision—they have 100 units left and are selling only one unit per month. They are considering the possibility of leasing the last 100 units (residents are opposed to this idea). **Dave Millheim** pointed out that several owners have moved and are renting their units, and he predicted that the City will need legal assistance on this issue.
- A stakeholders meeting was held to consider a future business park in Farmington. It was well attended, and the response was positive.
- Davis County is conducting a wetlands study of the proposed West Davis Corridor area.
- He met with Century Link (recently merged with Quest) to discuss the poor quality of internet service in Farmington and a commitment to upgrade services in the area. The new company is progressive and plans to make positive changes.
- He attended a meeting with UDOT to discuss projects in Farmington. The connection between Park Lane and Clark Lane was discussed, and a new idea concerning the WDC was presented.
- He enjoyed the Utah League of Cities and Towns Conference which included an inspiring talk by the former quarterback of the Pittsburgh Steelers, **Terry Bradshaw**.
- He reported that the ground in Farmington is saturated, and there are flooding concerns.

- The City received another Tree City USA award, and **Matt McCullough** received a growth award for his inventory of the trees in Farmington City.
- A Town Hall Meeting will be held on April 15, 2011 at 7:00 p.m.
- He reminded the Council of the budget meeting at 6:00 p.m. on April 26, 2011.

Jim Talbot

- He asked City Recorder **Holly Gadd** to send email reminders regarding the April 26, 2011 budget meeting, and the meeting on April 28, 2011.
- He expressed concern regarding emails received from residents in the Garbett Homes area.
- He asked for an update of the selection of a site for a new cemetery, and the City Manager said he would pursue the request.

Sid Young

- He enjoyed attending his 8th and final League of Cities and Towns Conference.
- He suggested the possibility of scheduling an organ concert during Festival Days. One of the organists for the Tabernacle Choir is a Farmington resident, and the Farmington South Stake Building has a fabulous organ. The City Manager advised him to contact **Neil Miller** or **Stephanie Gallagher** to suggest the proposal.

Rick Dutson

- He attended the Youth City Council Meeting, and eggs with candy were prepared for the annual Easter Egg Hunt at 9:00 a.m. on Sat., April 23rd at Forbush Park. He said Lagoon provided many of the treats for that event.

Cory Ritz

- He received a call from **Matt Gore** who is concerned about his name being used in connection with UDOT and the WDC. UDOT is also concerned, and both parties have requested that the City refrain from mentioning his name.
- He noticed debris on the streets in Centerville, and he asked the City Manager to inquire about the methods and success of their clean-up program.

John Bilton

- He suggested that **Dave Millheim** contact the Historic Preservation Commission regarding historic buildings and/or archeological sites along the proposed WDC route.
- He referred to a letter sent to the U.S. Army Corps of Engineers from **David Petersen** regarding the County's proposed Farmington Creek Flood Management/Channel Reconfiguration Project.

He said it appears that the County makes decisions without input and/or feedback from the City. **Dave Millheim** said the plans are not finalized, and the County has been informed that there may be better options.

- He asked for an update on the Alley Rose home, and **David Petersen** said the City is planning to hire someone who will be able to see it through to completion.
- He asked City staff to contact Henry Walker Homes regarding the historic home located in the development east of Lagoon. He is concerned with extra water that is running through the front yard and may be inside the home.

CLOSED SESSION

Motion: At 9:40 p.m. a motion was made by **John Bilton** moving to a closed session to discuss strategy as it pertains to potential litigation. It was seconded by **Cory Ritz** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

SWORN STATEMENT

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

Scott C. Harbertson, Mayor

Motion: At 10:35 p.m. a motion to reconvene into an open meeting was made by **Rick Dutson** and seconded by **Cory Ritz**. The motion passed with Council Members **Bilton, Dutson, Ritz, Talbot** and **Young** all voting in favor.

ADJOURNMENT

Motion: **John Bilton** made a motion to adjourn the meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**. The meeting was adjourned at 10:40 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

S U B J E C T: Presentation of “Award of Top Shooter”

GENERAL INFORMATION:

Awards will be presented to Cory Ritz and Kari Dutson.

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:
May 3, 2011

S U B J E C T: Fire Department Gap Analysis & 5 Year Business Plan

GENERAL INFORMATION:

Fire Chief, Guido Smith will give a presentation regarding "Gap Analysis" and a 5 year business plan for the Fire Department.

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

FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East
P.O. Box 160
Farmington, Utah 84025
Tel. (801) 451-2842
Fax (801) 451-7865



THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM

City Council Staff Report

To: Honorable Mayor and City Council

From: Guido Smith, Fire Chief

Date: April 28, 2011

SUBJECT: FIRE DEPARTMENT GAP ANALYSIS & 5 YEAR BUSINESS PLAN

RECOMMENDATIONS

1. Provide a brief presentation to the council regarding "Gap Analysis" performed by the Chief.
2. Present department 5-year "Snap Shot" business plan to address findings.

BACKGROUND

Since accepting the position of Fire Chief three months ago, I have spent considerable time and energy identifying various gaps within our organization. By identifying all potential shortfalls, we are able to create an accurate roadmap with benchmarks and timelines to help ensure we achieve our mission goals with surgical precision.

The gap analysis and 5-year plan shall identify the following components of the study performed:

- Customer Service Needs / Expectations
- Community Hazard Potentials / Community Dynamics
- Department Culture
- Operational Safety
- Personnel Requirements
- Health & Safety
- Staffing
- Training
- Equipment & Apparatus
- Facilities
- Proactive Planning

This information should help provide a clear understating of the departments vision to success.

Respectfully Submitted

Guido Smith
Fire Chief

Review and Concur

David Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

S U B J E C T: Public Hearing: Villa Susanna Planned Unit Development (PUD) Preliminary (PUD) Master Plan (and PUD Overlay), and Schematic Plan

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Minute motion approving the Preliminary (PUD) Master Plan and Ordinance applying a PUD overlay rezoning the property from LR-F to LR-F (PUD), and schematic plan with deviations from the underlying zone:
 - i. The homes will front a private parking area and not a street;
 - ii. There are no setbacks from property lines as residents will own only the foot print of the home, all other areas will be held in common by an HOA.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Petersen.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
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: David E. Petersen, Community Development Director

Date: April 22, 2011

SUBJECT: **VILLA SUSANNA PLANNED UNIT DEVELOPMENT (PUD)
PRELIMINARY (PUD) MASTER PLAN (AND PUD OVERLAY), AND
SCHEMATIC PLAN**

RECOMMENDATION

Move the City Council approve the Preliminary (PUD) Master Plan and accompanying enabling ordinance (see enclosed) applying a PUD overlay rezoning the property from LR-F to LR-F (PUD), and schematic plan related thereto, as recommended by the Planning Commission on April 14, 2011, along with the conditions and findings set forth in the attached approval letter to the applicant dated April 25, 2011, including the following deviations from the requirements of the underlying zone:

1. The homes will front a private parking area and not a street;
2. There are no setback from property lines as residents will own only the foot print of the home, all other areas will be held in common by an HOA.

[Please Note: the enabling ordinance has a "sunset clause" of 12 months as a condition thereof].

BACKGROUND

Frank McCullough, is working with the owner of the property at northeast corner of 1400 North and Main, in collaboration with the neighborhood, to redevelop the site, which site is occupied by an old LDS church building, but now used used as a residence (see enclosed staff report for more information).

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

April 25, 2011

Frank McCullough
1553 Ridgeview Cir.
Farmington, Utah 84010

Dear Mr. McCullough:

The Farmington Planning Commission voted on April 14, 2011, to recommend to the City Council **Preliminary (PUD) Master Plan and Schematic Plan approval** of your application #S-3-11 for the Villa Susanna property located on the northeast corner of 1400 North Street and Main Street.

The motion for approval was subject to compliance with all applicable ordinance requirements and development standards and of the following:

1. Provide a development schedule indicating the approximate date when construction of the PUD can be expected to begin and be completed;
2. The applicant must submit and obtain preliminary plat approval from the Planning Commission;
3. More information about the proposed dwellings must be provided to the City including but not limited to information about architectural details to ensure that garages do not dominate the parking area, that porches are accentuated, that the rear and side elevations will display an attractive "front" to Main Street and 1400 North, and that the design contributes to justifying a density bonus for the 5th lot.
4. The Farmington City Historic Commission must perform a complete evaluation of the existing building including photographs, documentation, salvaging, etc.
5. Street vacations are recommended on 1400 North and Main Street to achieve an overall land area of 40,000 sf + to make the 5th lot possible for the PUD.

As part of their motion for Preliminary (PUD) Master Plan approval the Planning Commission recommended the following deviations from the requirements of the underlying zone to the City Council:

1. The homes will front a private parking area and not a street;
2. There are no setback from property lines as residents will own only the foot print of the home, all other areas will be held in common by an HOA.

Findings:

- (a) If the aforementioned conditions are met the proposed layout will provide a more pleasant and attractive living environment than a conventional development established under the

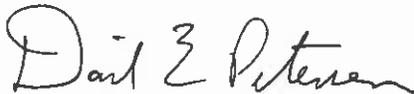
strict applications of the provisions of the underlying zones. In other words, the City must more thoroughly consider the architectural design of the buildings and their relationship on the site and their relationship to development beyond the boundaries of the proposed Planned Unit Development and consider the landscaping and screening as related to the several buildings within the proposed Planned Unit Development and as a means of its integration into its surroundings.

- (b) The proposed Planned Unit Development creates no detriment to property adjacent to the Planned Unit Development. The applicant prepared a landscape plan which will provide significant plant material to screen adjacent properties. It also utilizes the mature landscaping now on site.
- (c) The proposed Planned Unit Development will provide more efficient use of the land and more usable open space than a conventional development permitted in the underlying zone because all of the open space on-site will be held in common, with landscaping duties performed by an HOA. Property owners will essentially own the foot print of the home.
- (d) Increased density allowed within the Planned Unit Development will be compensated by better site design and by the provision of increased amenities, and common open space, if the applicant meets the recommended conditions of approval in that more can be done by the applicant to illustrate and enhance the proposed architecture of the homes for the site and to insure that this is achieved, site plans and other plans should be prepared by design professionals.
- (e) Any variation allowed from the development standards of the underlying zone will not increase hazards to the health, safety, or general welfare of the residents of the proposed Planned Unit Development.

The City Council will consider Preliminary (PUD) Master Plan approval, including a rezone for a PUD overlay, and schematic plan approval, on May 3, 2011, before a public hearing to be held at City Hall, 160 South Main, at 7:00 pm, or as soon thereafter as business permits.

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

Sincerely,



David E. Petersen, AICP
City Planner/Zoning Administrator

cc: Max Forbush, City Manager
Christy Alexander, Associate City Planner
Paul Hirst, City Engineer
Eric Miller, Building Official

FARMINGTON, UTAH

ORDINANCE NO. 2011 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF 1400 NORTH AND MAIN STREET FROM LR-F TO LR-F (PUD) (APPLICATION S-3-11).

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed Planned Unit Development (PUD) overlay or Zoning Map amendment by recommending approval of the Preliminary (PUD) Master Plan for the proposed Villa Susanna PUD, pursuant to State Law and the Farmington City Zoning Ordinance; and

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

WHEREAS, the City Council of Farmington City finds that such Zoning Map amendment should be made;

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

Section 1. Zoning Amendment. That certain real property located on the northeast corner of 1400 North Street and Main Street 200 East presently zoned LR shown on the Farmington City Zoning Map, is hereby changed and rezoned from LR-F to LR-F (PUD) as more particularly described and/or illustrated in Exhibit "A", attached hereto and incorporated herein by this reference, and the Farmington City Zoning map and Ordinance is correspondingly amended.

Section 2. Condition. The Farmington City Zoning Map Amendment adopted herein is subject to the condition that if the property owner or her agent does not record a subdivision plat acceptable to the Farmington City within 12 months from the date of this ordinance, the property shall revert back to its prior zone designation, and all related approvals, including but not limited to, Preliminary and Final (PUD) Master Plan approval and preliminary and final plat approval, shall likewise expire.

Section 3. Effective Date. This Ordinance shall take effect immediately upon posting or thirty (30) days after final passage by the City Council, whichever is closer to the date of final passage.

DATED this 3rd day of May, 2011.

FARMINGTON CITY

ATTEST:

Scott C. Harbertson, Mayor

Holly Gadd, City Recorder

EXHIBIT "A"



Planning Commission Staff Report
April 14, 2011

Item 3: Preliminary (PUD) Master Plan and Schematic Subdivision Plan for the Villa Susanna Planned Unit Development (PUD)

Public Hearing:	Yes
Application No.:	S-3-11
Property Address:	NE Corner of 1400 North and Main Street
General Plan Designation:	Low Density Residential (LDR)
Zoning Designation:	LR-F (Large Residential-Foothill)
Area:	.88 acres
Number of Lots:	5
Property Owner:	Susan Maughan
Agent:	Frank S. McCullough

Request: *Recommendation/approval for Preliminary (PUD) Master Plan and Schematic Plan for the Villa Susanna PUD*

Background Information

An old LDS chapel now occupies the subject property, but it is under the ownership and is the dwelling of Susan Maughan. According to the applicant, the church was constructed in 1914. Apparently the Church sold the structure a few years ago to a family, or a group of families, that made a mess of the place and expedited its deterioration. The Maughans subsequently purchased the property and have lived there ever since. The applicant's informed the City that the building is beyond repair and should be demolished. Over the years, residents in the area, including past members of the Farmington City governing body, have strongly recommended that the property should be cleaned-up and redeveloped, but also to the benefit of the Maughan family. Glen Maughan, the husband of the property owner, recently passed away, and Ms. Maughan is ready to downsize and begin a new phase in her life.

The applicant's propose that five home take up the site. This may be possible as a PUD, but in order to do so the applicant's must provide a yield plan showing that 4 lots can be developed conventionally, and then seek and meet the requirements for a density bonus under the provisions Chapter 27 of the Zoning Ordinance for the 5th lot. In order to properly show four 10,000 square foot (sf) lots on the yield plan, the City must be willing to vacate portions of the public right-of-way on Main Street and 1400 North to increase the total area from 38,332 sf to 40,000 sf.

The first paragraph of Section 11-27-070 of the Zoning Ordinance regarding Preliminary (PUD) Master Plan review by the Planning Commission states: "The Planning Commission shall review the application for approval of a Planned Unit Development designation and the Preliminary (PUD) Master Plan at a

public hearing. The Planning Commission shall either approve the application and plan as presented, approve it subject to certain conditions, table the application pending receipt of required materials, data, studies and information, or disapprove it. Approval of the Preliminary (PUD) Master Plan shall be made only after the Planning Commission makes the following findings" [note: staff commentary is placed after each finding]:

(a) That the proposed layout will provide a more pleasant and attractive living environment than a conventional development established under the strict applications of the provisions of the underlying zones. The Planning Commission shall consider the architectural design of the buildings and their relationship on the site and their relationship to development beyond the boundaries of the proposed Planned Unit Development. The Planning Commission shall consider the landscaping and screening as related to the several uses within the proposed Planned Unit Development and as a means of its integration into its surroundings.

Attached is plan showing 4 conventional lots on the site. Such a plan would introduce curb cuts either on to busy Main Street and/or the steep part of 1400 North, which at times is also a busy road.

More architectural information is needed to ensure that the appearance of garages does not dominate the small private parking area, and that appropriate architectural features applied to the sides and rear of homes visible from Main Street and 1400 North. [Note: staff looked at the possibility of pulling the parking lot to the interior with homes fronting Main and 1400, but existing entry way off of Main Street is too steep and topography in the southwest area of the site does not lend it self to a parking lot approach.

Public Works views the parking area as a cul-de-sac, and although it is private, they maintain it should be built to public standards in case the City ends up taking it over. This would dramatically impact the PUD because a standard City cul-de-sac is much larger than the private "cul-de-sac" proposed by the applicant. Mr. McCullough has never viewed it as a cul-de-sac but as a private parking area.

The Public Works is also concerned about garbage pick-up. The applicant states that it will be either private pick-up or the home owners will wheel the garbage containers to 1400 North.

(b) That the proposed Planned Unit Development will create no detriment to property adjacent to the Planned Unit Development and to this end the Planning Commission may require that the uses of least intensity or greatest compatibility be arranged around the boundaries of the project. The Planning Commission may require that yard and height requirements fo the adjacent zone apply on the periphery of the Planned Unit Development.

The applicant prepared a landscape plan which will provide significant plant material to screen adjacent properties. It also utilizes the mature landscaping now on site.

(c) That the proposed Planned Unit Development will provide more efficient use of the land and more usable open space than a conventional development permitted in the underlying zone. The Planning Commission shall consider the residential density of the proposed development and its distribution.

All of the open space on-site will be held in common, with landscaping duties performed by an HOA. Property owners will essentially own the foot print of the home.

(d) That the increased density allowed within the Planned Unit Development will be compensated by better site design and by the provision of increased amenities, common open space, and recreational facilities. To insure this requirement is achieved, site plans and other plans should be prepared by design professionals.

More can be done by the applicant to illustrate and enhance the proposed architecture of the homes for the site.

(e) That any variation allowed from the development standards of the underlying zone will not increase hazards to the health, safety, or general welfare of the residents of the proposed Planned Unit Development. Based on its action on the Preliminary (PUD) Master Plan, the Planning Commission shall make recommendations to the City Council. A recommendation for approval of the Preliminary (PUD) Master Plan shall also include a list of recommendations for deviation from the requirements of the underlying zone requirements.

1. The homes will front a private parking area and not a street;
2. There are no setback from property lines as residents will own only the foot print of the home, all other areas will be held in common by an HOA.

Suggested Motion:

Move that the Planning Commission approve/recommend the proposed Preliminary (PUD) Master Plan and schematic subdivision plan subject to all applicable Farmington City ordinances and development standards and the following:

1. Provide a development schedule indicating the approximate date when construction of the PUD can be expected to begin and be completed;
2. The applicant must submit and obtain preliminary plat approval from the Planning Commission;
3. More information about the proposed dwellings must be provided to the City including but not limited to information about architectural details to ensure that garages do not dominate the parking area, that porches are accentuated, that the rear and side elevations will display an attractive "front" to Main Street and 1400 North, and that the design contributes to justifying a density bonus for the 5th lot.
4. The Farmington City Historic Commission must perform a complete evaluation of the existing building including photographs, documentation, salvaging, etc.

Findings:

The findings are established above as (a) through (e), but without the staff commentary.

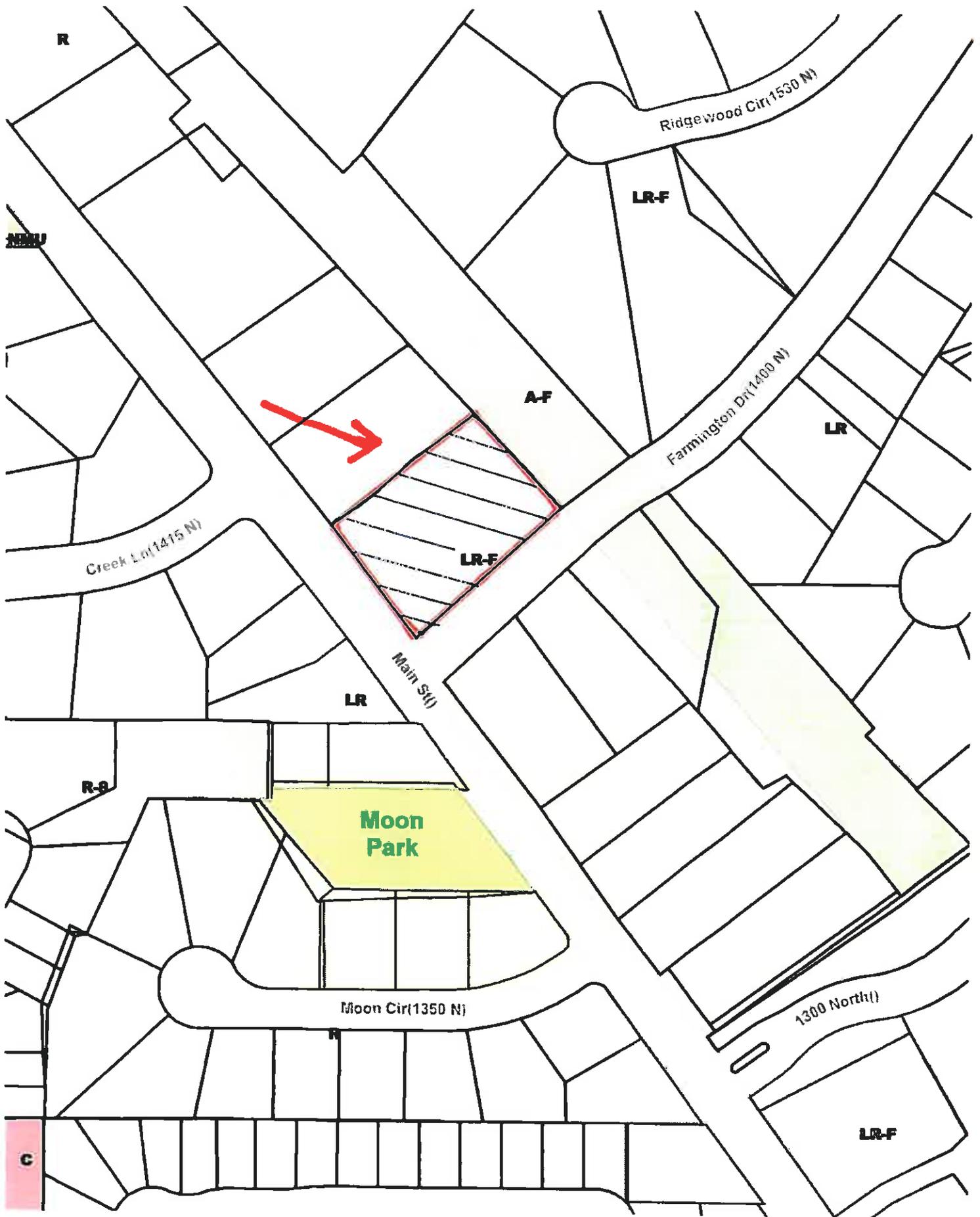
Supplementary Information

1. Vicinity Map
2. Preliminary (PUD) Master Plan and Schematic Plan

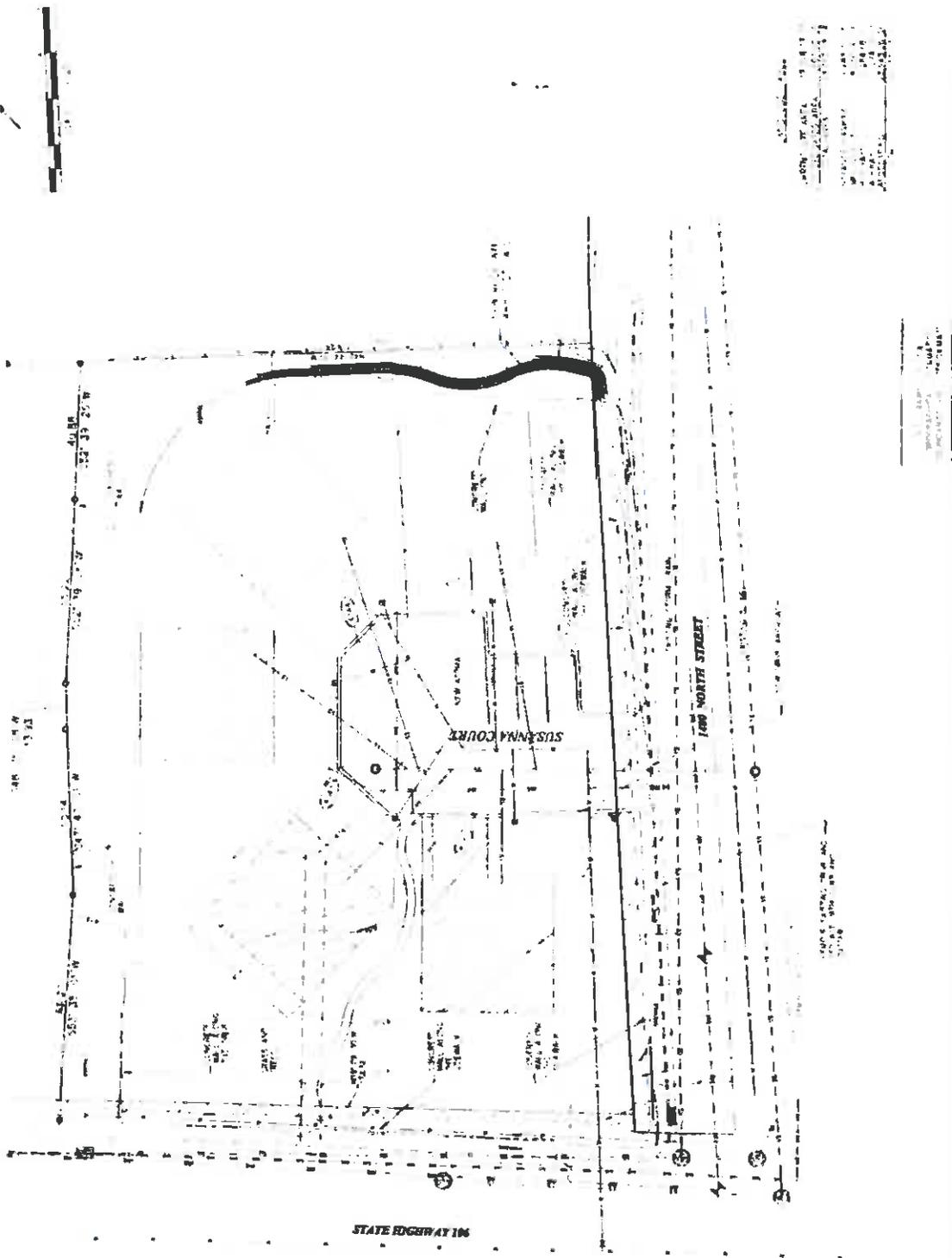
3. Yield Plan
4. Possible Homes Styles and Sizing for the Maughan Property
5. Landscape Plan

Applicable Ordinances

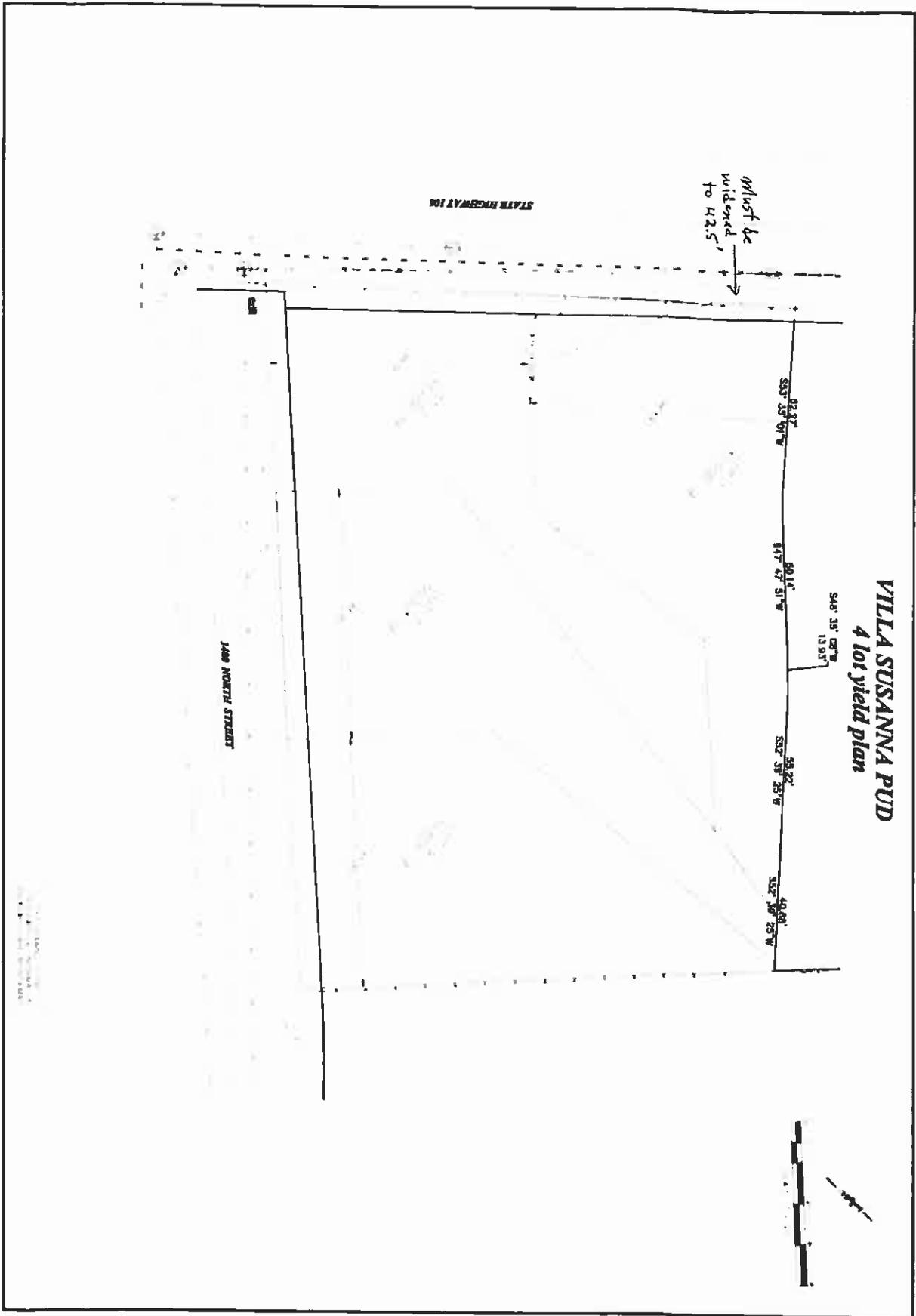
1. Title 11, Chapter 27 – Planned Unit Development (PUD)



VILLA SUSANNA PUD
5 lot with utilities



NO.	DATE	DESCRIPTION
1	10/15/11	PRELIMINARY PLAN
2	11/15/11	REVISED PLAN
3	12/15/11	REVISED PLAN
4	01/15/12	REVISED PLAN
5	02/15/12	REVISED PLAN
6	03/15/12	REVISED PLAN
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DATE	10/15/08
BY	FRANK McULLOUGH
CHECKED	
SCALE	AS SHOWN

FRANK McULLOUGH
VILLA SUSANNA PUD

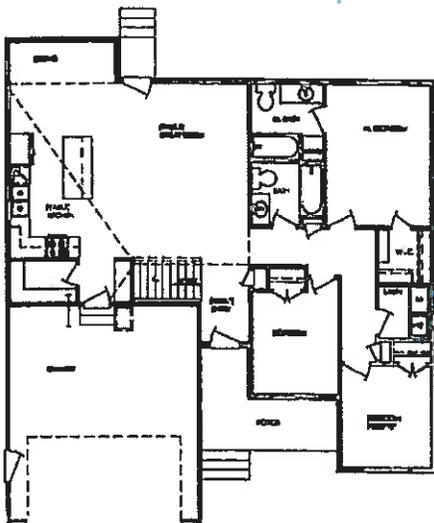
H & A HILL & ARGYLE, Inc.
Engineering and Surveying

Possible Home Styles and Sizing for Maughn Property



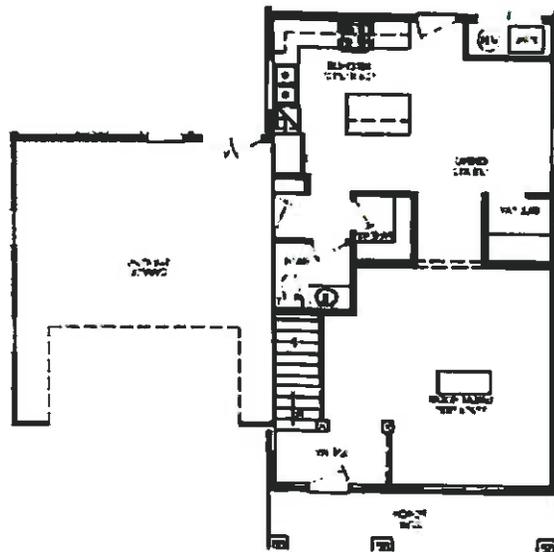
1200 sf one-level cottage

Front elevation will include some stone with clapboard or shingle style siding. Sides & rear will be vinyl siding to coordinate.



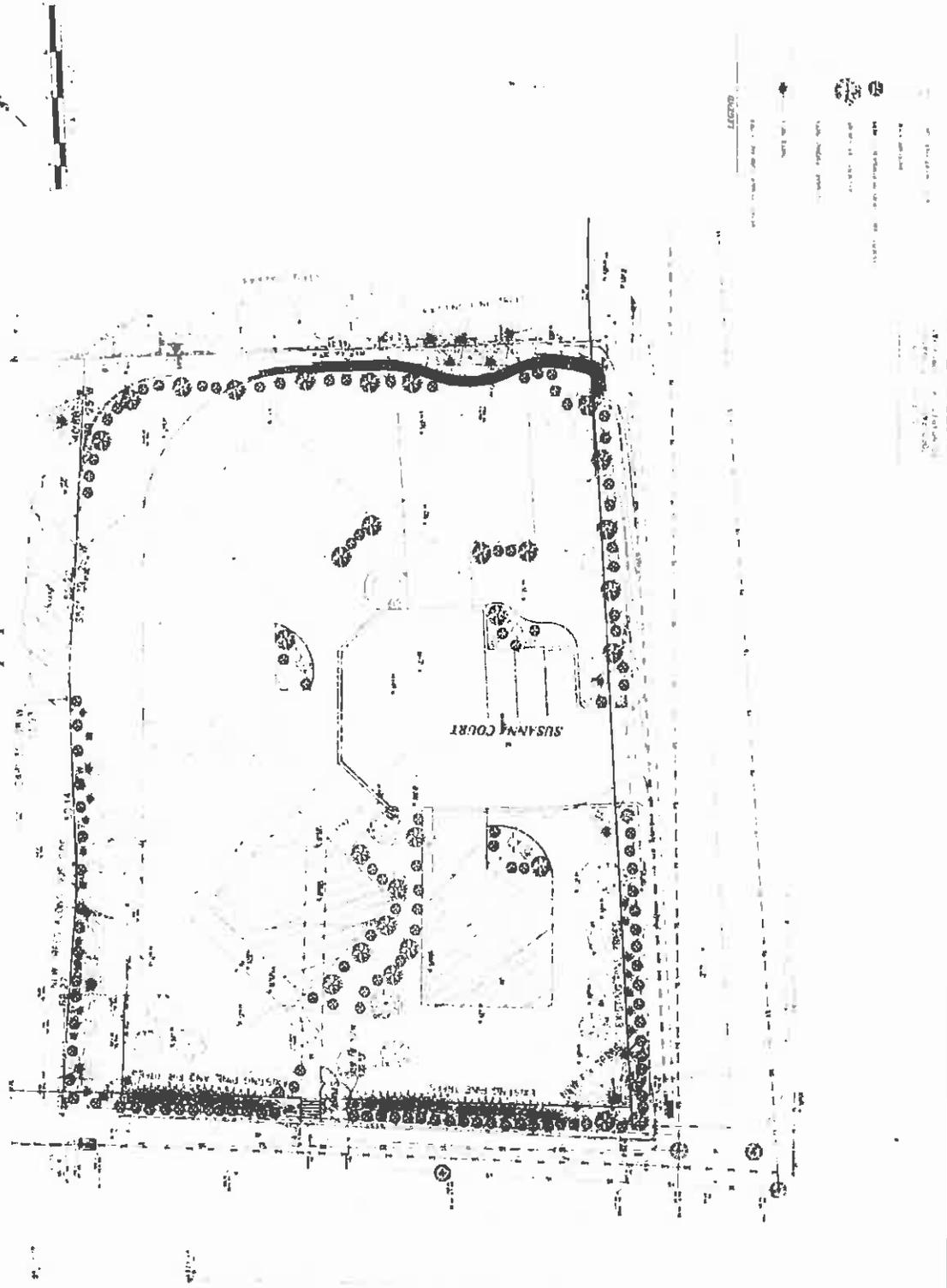
1350 sf two-story cottage

Front elevation will include stucco & wood with Sides & rear will be vinyl siding to coordinate. Stucco optional for sides and rear



DATE	11/11/03
PROJECT	VILLASUSANNA PLD
SCALE	AS SHOWN
DRAWN BY	FRANK McLELLICH
CHECKED BY	FRANK McLELLICH
DATE	11/11/03

VILLA SUSANNA PUD
landscape plan



LEGEND

- Tree Symbol
- Shrub Symbol
- Planting Notes

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

SUBJECT: Minute Motion Approving Summary Action List

- Approval of March Disbursement List
- Ratification of Approvals of Construction & Storm Water Bond Logs

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

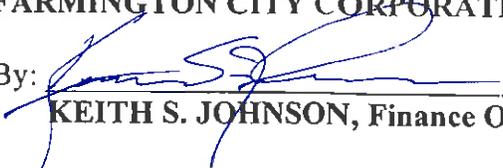
JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

I hereby certify the disbursements listing claims against the City for the month of March, 2011.

1. Have been pre-audited and documented;
2. Have been approved in one of the following ways:
 - a. Purchase order directly approved by the City Manager who is the Budget Officer of the City, as delegated by the Mayor.
 - b. Are directly approved by the Governing Body; or
 - c. Are approved by the Finance Officer.
3. Are within the lawful debt limit of the City; and
4. Do not over-expend the appropriate departmental budget established by the Governing Body.

FARMINGTON CITY CORPORATION

By: 
KEITH S. JOHNSON, Finance Officer

By: _____
DAVE MILLHEIM, City Manager

.....
A minute motion was made by Council Member _____ to ratify payment of the list of claims for the month of March that were pre-audited, approved, and certified by the City Finance Officer and the City Manager. The motion was seconded by Council Member _____ and approved by _____ of _____ members present at the City Council meeting held this _____ day of _____, 2011.

SCOTT C. HARBERTSON, Mayor

Report Criteria

Transaction Journal Code = CD, CDA, CDPT

Journal	Payee or Description	Date	Check No	Amount
CDPT	ICMA RETIREMENT TRUST-#801021	03/02/2011	24	1,437.46
CDPT	ICMA RETIREMENT TRUST-107328	03/02/2011	25	7,703.07
CDPT	ICMA RETIREMENT TRUST-301813	03/02/2011	26	2,359.43
CDPT	IRS TAX DEPOSIT	03/02/2011	27	23,823.19
CDPT	UTAH STATE RETIREMENT OFFICE	03/02/2011	28	19,054.36
CDPT	UTAH STATE TAX COMMISSION	03/02/2011	29	8,763.24
CDPT	ICMA RETIREMENT TRUST-#801021	03/17/2011	30	1,437.46
CDPT	ICMA RETIREMENT TRUST-107328	03/17/2011	31	2,148.85
CDPT	ICMA RETIREMENT TRUST-301813	03/17/2011	32	2,325.32
CDPT	IRS TAX DEPOSIT	03/17/2011	33	23,441.73
CDPT	UTAH STATE RETIREMENT OFFICE	03/17/2011	34	17,212.19
CDPT	ICMA RETIREMENT TRUST-#801021	03/30/2011	35	1,437.96
CDPT	ICMA RETIREMENT TRUST-107328	03/30/2011	36	8,226.25
CDPT	ICMA RETIREMENT TRUST-301813	03/30/2011	37	2,260.86
CDPT	IRS TAX DEPOSIT	03/30/2011	38	23,171.60
CDPT	UTAH STATE RETIREMENT OFFICE	03/30/2011	39	18,271.17
CDPT	UTAH STATE TAX COMMISSION	03/30/2011	40	8,780.70
CDPT	AFLAC	03/03/2011	30500	641.01
CDPT	CHILD SUPPORT SERVICES/ ORS	03/03/2011	30501	840.37
CDPT	CONSECO HEALTH INSURANCE CO.	03/03/2011	30502	123.15
CDPT	FCF BENEFITS & ADMINISTRATION	03/03/2011	30503	1,276.65
CDPT	FRATERNAL ORDER OF POLICE	03/03/2011	30504	250.00
CDPT	HARTFORD LIFE AND ANNUITY	03/03/2011	30505	60.58
CDPT	INTERNAL REVENUE SERVICE	03/03/2011	30506	34.00
CDPT	SELECT HEALTH	03/03/2011	30507	43,039.40
CDPT	STANDARD INSURANCE CO.	03/03/2011	30508	4,021.37
CDPT	UTAH LOCAL GOVERNMENTS TRUST	03/03/2011	30509	1,123.83
CDPT	PEHP	03/04/2011	30510	3,277.66
CDPT	CHILD SUPPORT SERVICES/ ORS	03/17/2011	30511	840.37
CDPT	FCF BENEFITS & ADMINISTRATION	03/17/2011	30512	1,276.65
CDPT	INTERNAL REVENUE SERVICE	03/17/2011	30513	34.00
CD	BEATRICE LUFKIN - RECONNAISSANCE SURVEY	03/10/2011	83482	1,695.00
CD	CUSTOM CABINET SHOP - SWIMMING POOL RECE	03/10/2011	83483	3,986.00
CD	T-MOBILE - MOBILE #801-735-9022	03/10/2011	83484	52.13
CD	TC & T INVESTMENT, LLC -	03/10/2011	83485	23,250.00
CD	DISTINCTIVE WINDOW COVERINGS - WO #05800	03/10/2011	83486	122.98
CD	ARBOR DAY FOUNDATION - MEMBERSHIP DUES	03/10/2011	83487	15.00
CD	ASHI & 24-7 EMS REMITTANCE. - SUPPLIES	03/10/2011	83488	2,308.33
CD	BRADY INDUSTRIES, LLC - CLEANING SUPPLIE	03/10/2011	83489	207.19
CD	ELECTRONIC DATA SOLUTIONS - SOFTWARE MAI	03/10/2011	83490	533.00
CD	FABRIC MAGIC UPH. - REPAIR	03/10/2011	83491	180.00
CD	ADAM GUNN - EVENT LOGO	03/10/2011	83492	500.00
CD	ERIC JOHNSON - TRAINING EXPENSES	03/10/2011	83493	40.00
CD	LAKEFRONT AUTO GLASS - REPAIR	03/10/2011	83494	149.00
CD	SCOTT RICHARDSON - TRAINING EXPENSES	03/10/2011	83495	40.00
CD	ROMNEY MUSICAL SERVICES - STORYTELLING F	03/10/2011	83496	50.00
CD	SMITH POWER PRODUCTS, INC. - SUPPLIES	03/10/2011	83497	189.34
CD	UT CHIEFS OF POLICE ASSOCIATIO - CONFERE	03/10/2011	83498	250.00
CD	UGIC - REGISTRATION FOR M. MCCULLOUGH	03/10/2011	83499	80.00
CD	ZIONS BANK -	03/10/2011	83500	26,304.39
CD	ZIONS BANK -	03/10/2011	83501	85,753.00
CD	NELSON BARSS - COMPETITION WINNER	03/10/2011	83502	100.00
CD	LORI FARNSWORTH - REIMB STENOGRAPHER DR	03/10/2011	83503	560.56
CD	JOSEPH FORINASH - REIMB CLEANING	03/10/2011	83504	39.95
CD	KYLE FRAUGHTON - SOCCER REFUND	03/10/2011	83505	10.00
CD	THOMAS FRITINGER - YOUTH PLAY REFUND	03/10/2011	83506	75.00

Journal	Payee or Description	Date	Check No	Amount
CD	HOLLY GADD - REIMB CITY COUNCIL FOOD	03/10/2011	83507	108.47
CD	KRISTEN HARBERTSON - REIMB FOR RETREAT	03/10/2011	83508	304.87
CD	SHAUNA HARREL - SOCCER REFUND	03/10/2011	83509	19.00
CD	RICHARD LOVE - REIMB. FOR HOTEL ROOM/IAA	03/10/2011	83510	159.20
CD	CHRISTINE MARCHANT - SOCCER REFUND	03/10/2011	83511	19.00
CD	NEIL MILLER - 3 HOTEL ROOMS / URPA CONFE	03/10/2011	83512	1,071.00
CD	ELVIE NELSON - COMM CENTER DEPOSIT REFU	03/10/2011	83513	75.00
CD	CHARLES NIELSEN - COMM CENTER DEPOSIT R	03/10/2011	83514	37.50
CD	JEANINE NILSON - COMM. CENTER DEPOSIT RE	03/10/2011	83515	50.00
CD	RICH TAYLOR - HEALTH REIMBURSEMENT	03/10/2011	83517	250.00
CD	VAUNA TAYLOR - PARK DEPOSIT REFUND	03/10/2011	83518	45.00
CD	CAROL WATTS - SOCCER REFUND	03/10/2011	83519	24.00
CD	TROY WHITTIER - SOCCER REFUND	03/10/2011	83520	25.00
CD	SUSAN JACOBSON - HEALTH REIMBURSEMENT	03/10/2011	83521	336.46
CD	GLENN PARKER - REIMB. FOR LODGING/IAAI C	03/10/2011	83522	139.20
CDA	A-1 UNIFORMS	03/14/2011	83523	365.99
CDA	AMERICAN EXPRESS	03/14/2011	83524	2,946.20
CDA	BLACK & MCDONALD	03/14/2011	83525	19,962.00
CDA	BLOMQUIST HALE CONSULTING	03/14/2011	83526	150.00
CDA	BLUE STAKES OF UTAH	03/14/2011	83527	114.13
CDA	CARQUEST AUTO PARTS STORES	03/14/2011	83528	487.76
CDA	CANYON OFFICE PRODUCTS	03/14/2011	83529	479.68
CDA	CENTRAL DAVIS SEWER	03/14/2011	83530	97,522.22
CDA	COLONIAL BUILDING SUPPLY, INC	03/14/2011	83531	141.91
CDA	COMFORT SYSTEMS	03/14/2011	83532	142.25
CDA	CRAYTHORNE, INC.	03/14/2011	83533	1,055.50
CDA	CUSTOM FENCE COMPANY	03/14/2011	83534	23.88
CDA	DISH NETWORK	03/14/2011	83535	72.32
CDA	DWYER'S COMMUNICATIONS, INC.	03/14/2011	83536	523.72
CDA	GLOBAL SECURITY	03/14/2011	83537	21.95
CDA	HACH COMPANY	03/14/2011	83538	559.67
CDA	HOLT CLEANING SUPPLY	03/14/2011	83539	160.11
CDA	INFOBYTES, INC.	03/14/2011	83540	216.09
CDA	INTEGRA TELECOM	03/14/2011	83541	2,769.11
CDA	IRIS MEDICAL, INC	03/14/2011	83542	1,109.83
CDA	KROGER - SMITH'S CUSTOMER CHGS	03/14/2011	83543	271.63
CDA	KURT'S SHOP	03/14/2011	83544	262.50
CDA	LES SCHWAB TIRE CENTER	03/14/2011	83545	324.50
CDA	METERWORKS	03/14/2011	83546	704.37
CDA	LARRY H. MILLER CHRYSLER JEEP	03/14/2011	83547	153.13
CDA	MOENCH PRINTING	03/14/2011	83548	1,655.00
CDA	FRED A MORETON & CO.	03/14/2011	83549	1,035.00
CDA	MOUNTAIN STATES SUPPLY, INC.	03/14/2011	83550	281.96
CDA	OFFICE DEPOT	03/14/2011	83551	319.49
CDA	OLDCASTLE PRECAST, INC.	03/14/2011	83552	1,534.54
CDA	JACK B PARSON COMPANY	03/14/2011	83553	5,643.84
CDA	PITNEY BOWES	03/14/2011	83554	405.00
CDA	PRO KLEANERS	03/14/2011	83555	415.00
CDA	PURCELL TIRE & RUBBER COMPANY	03/14/2011	83556	793.74
CDA	QUESTAR GAS	03/14/2011	83557	1,632.65
CDA	QWEST	03/14/2011	83558	1,477.11
CDA	TOM RANDALL DISTRIBUTING	03/14/2011	83559	7,124.00
CDA	Void - Information Only Check	03/14/2011	83560	00
CDA	ROCKY MOUNTAIN POWER	03/14/2011	83561	16,671.11
CDA	SAM'S CLUB	03/14/2011	83562	27.52
CDA	SUNRISE ENGINEERING, INC.	03/14/2011	83563	6,950.38
CDA	THB, INC.	03/14/2011	83564	13.22
CDA	TEC SERV, INC.	03/14/2011	83565	750.00
CDA	TESCO/WILLIAMSEN	03/14/2011	83566	658.27

Journal	Payee or Description	Date	Check No	Amount
CDA	THATCHER COMPANY	03/14/2011	83567	283.00
CDA	UTAH BARRICADE COMPANY	03/14/2011	83568	98.00
CDA	UTAH COMMUNICATIONS AGENCY NET	03/14/2011	83569	930.00
CDA	UTAH STATE DEPARTMENT OF	03/14/2011	83570	6.09
CDA	WARNER TRUCKLAND	03/14/2011	83571	335.27
CDA	WASATCH INTEGRATED WASTE	03/14/2011	83572	34,267.49
CDA	WASATCH STEEL	03/14/2011	83573	97.92
CDA	WILLEY FORD	03/14/2011	83574	289.78
CDA	WORKERS COMPENSATION FUND	03/14/2011	83575	131.23
CD	CHRISTY ALEXANDER - REIMB. FOR APA MEMBE	03/17/2011	83576	70.00
CD	PAUL BENEDICT - BASKETBALL OFFICIAL	03/17/2011	83577	155.00
CD	LISA BOND - COMM. CENTER DEPOSIT REFUND	03/17/2011	83578	295.00
CD	DEANN CARLILE - FIRE STATION CLEANING	03/17/2011	83579	400.00
CD	BARBARA GARFIELD - SOCCER REFUND	03/17/2011	83580	19.00
CD	SHERMAN HADLEY - BASKETBALL OFFICIAL	03/17/2011	83581	134.00
CD	SUSAN JACOBSON - MONTHLY CLEANING	03/17/2011	83582	550.00
CD	BRYCE MOORE - BASKETBALL OFFICIAL	03/17/2011	83583	155.00
CD	NICOLE NIELSON - SOCCER REFUND	03/17/2011	83584	19.00
CD	KATHERYN PACKER - COMM. CENTER DEPOSIT R	03/17/2011	83585	260.00
CD	ALLYSON SCHMID - SOCCER REFUND	03/17/2011	83586	20.00
CD	KRISTIN WATERS - REIMB. FOR PLAY SUPPLIE	03/17/2011	83587	352.98
CD	BRETT WINKELMAN - REIMB. FOR RADIO PARTS	03/17/2011	83589	22.98
CD	ABBEY BEST WESTERN INN - HOTEL FOR CONF	03/17/2011	83590	320.00
CD	WAYNE HANSEN - TRAVEL/TRAINING EXPENSES	03/17/2011	83591	220.00
CD	APA UT - REG FEE FOR ASSOC. PLANNER	03/17/2011	83592	155.00
CD	CAD ZONE, INC. - SUPPLIES	03/17/2011	83593	708.00
CD	CHIEF - SUPPLIES	03/17/2011	83594	647.99
CD	CINTAS CORP. #180 - UNIFORM CLEANING	03/17/2011	83595	64.64
CD	CREATIVE CULTURE - BADGES	03/17/2011	83596	825.00
CD	DAVIS HERITAGE CO. D.U.P. - 5 BOOKS# 23	03/17/2011	83597	115.00
CD	DAVIS SCHOOL DIST. - JR. JAZZ BLDG. RENT	03/17/2011	83598	3,990.00
CD	DIGITAL-ALLY - FLASH WITH DAF	03/17/2011	83599	397.50
CD	GALLENSON'S - SUPPLIES	03/17/2011	83600	124.80
CD	INTERMOUNTAIN TRAFFIC SAFETY - PARTS	03/17/2011	83601	178.00
CD	NORTHEAST WISC. TECH. COLLEGE - TUITION	03/17/2011	83602	525.00
CD	PITNEY BOWES INC. -	03/17/2011	83603	648.75
CD	O'REILLY AUTO PARTS - PARTS	03/17/2011	83604	11.57
CD	OUTDOOR SIGNS & MARKERS - SUPPLIES	03/17/2011	83605	1,640.50
CD	PC WORLD - SUBSCRIPTION RENEWAL	03/17/2011	83606	19.97
CD	PROFORCE - SUPPLIES	03/17/2011	83607	487.95
CD	RAINEY HOMES, INC. - BOND RELEASE	03/17/2011	83608	33,253.91
CD	STREET CRIMES - CLASS FEE/BRETT WINKLEMA	03/17/2011	83609	395.00
CD	SWISS BOY, LC - PARTS	03/17/2011	83610	47.85
CD	UCCP - TRAINING/DALE SCOW	03/17/2011	83611	100.00
CD	USA ARCHERY - ARCHERY	03/17/2011	83612	587.00
CD	WCEC ENGINEERS, INC. -	03/17/2011	83613	4,123.19
CD	ABBEY BEST WESTERN INN - LODGING/CONF. #	03/17/2011	83614	231.00
CD	UT. ASSOC. PUBLIC TREASURERS - REGISTRAT	03/17/2011	83615	150.00
CD	HOLLY GADD -	03/17/2011	83616	400.15
CD	UGFOA - CONF. REGISTRATION / KEITH JOHNS	03/17/2011	83617	141.00
CD	WILDING ENGINEERING -	03/17/2011	83618	12,000.00
CD	WESTERN MANAGEMENT - COMM CENTER DEPOSE	03/17/2011	83619	75.00
CD	ERIC JOHNSON - TRAINING EXPENSES	03/24/2011	83620	40.00
CD	SCOTT RICHARDSON - TRAINING EXPENSES	03/24/2011	83621	40.00
CD	MELISSA JACKSON - REIMB. MILEAGE	03/24/2011	83622	71.40
CD	FAIRFIELD INN - LODGING/RAY WHITE	03/24/2011	83623	445.00
CD	AMBASSADOR INN - LODGING/ABE WANGSGARD	03/24/2011	83624	409.95
CD	RAY WHITE - TRAVEL/TRAINING EXPENSES	03/24/2011	83625	433.46
CD	ABE WANGSGARD - TRAVEL/TRAINING EXPENSES	03/24/2011	83626	449.94

Journal	Payee or Description	Date	Check No	Amount
CD	COMCAST CABLE - ACCT. #8495-44-083-01863	03/24/2011	83627	71.84
CD	DIGIS - ACCT #8137-30-005-0180239	03/24/2011	83628	48.90
CD	WHENTOWORK, INC. - ONLINE SCHEDULING	03/24/2011	83629	250.00
CD	ZIONS BANK -	03/24/2011	83630	58,452.86
CD	ZIONS BANK - ACCT #001-00539-2237482-901	03/24/2011	83631	23,192.81
CD	ZIONS BANK -	03/24/2011	83632	23,434.91
CD	ZIONS BANK - TRUST #2745967	03/24/2011	83633	300.00
CD	MARK CARLILE - RIEMB FESTIVAL DAYS RUNN	03/24/2011	83634	386.98
CD	WAYNE HANSEN - TRAINING EXPENSES	03/24/2011	83635	8.00
CD	NATALIE HAYES - ART CLASS REFUND	03/24/2011	83636	130.00
CD	CRAIG MARSDEN, M.D. - 2010 EMS SERVICES	03/24/2011	83637	4,000.00
CD	STACIE PARKINSON - PARK DEPOSIT REFUND	03/24/2011	83638	45.00
CD	JEAN SHAW - PARK DEPOSIT REFUND	03/24/2011	83639	45.00
CD	RUBY STILSON - ART CLASS REFUND	03/24/2011	83640	130.00
CD	UTAH SCHOLARSHIP FOUNDATION -	03/24/2011	83641	1,610.00
CD	UTAH LEAGUE OF CITIES & TOWNS - AND ABE	03/24/2011	83642	340.00
CD	U. S. POSTAL SERVICE - POSTAGE	03/24/2011	83643	50.00
CD	UTAH LEAGUE OF CITIES & TOWNS - REGISTRA	03/24/2011	83644	800.00
CD	VOID CK	03/24/2011	83645	.00
CD	TIM PACE - FOOTBALL REFUND	03/25/2011	83646	80.00
CDA	AAA FIRE & SAFETY & ALARM, INC	03/28/2011	83647	269.00
CDA	AMERICAN LINEN - STEINER	03/28/2011	83648	99.88
CDA	BENCHLAND WATER DISTRICT	03/28/2011	83649	1,660.00
CDA	BELL JANITORIAL SUPPLY, LLC	03/28/2011	83650	356.56
CDA	BLACK & MCDONALD	03/28/2011	83651	1,410.82
CDA	MIKE BLACKHAM	03/28/2011	83652	250.00
CDA	BLUE PEBBLE PRESS	03/28/2011	83653	750.00
CDA	BURT BROTHERS TIRE & SERVICE	03/28/2011	83654	1,110.40
CDA	CEM	03/28/2011	83655	690.73
CDA	CANYON OFFICE PRODUCTS	03/28/2011	83656	303.53
CDA	CARR PRINTING COMPANY	03/28/2011	83657	490.00
CDA	CASELLE	03/28/2011	83658	2,481.00
CDA	CENTERVILLE CITY	03/28/2011	83659	64.66
CDA	SHELLIE CHRISTENSEN	03/28/2011	83660	1,752.00
CDA	CLIPPER PUBLISHING COMPANY	03/28/2011	83661	27.56
CDA	COLONIAL BUILDING SUPPLY, INC.	03/28/2011	83662	219.08
CDA	CRAYTHORNE, INC.	03/28/2011	83663	885.72
CDA	L. N. CURTIS & SONS	03/28/2011	83664	1,631.49
CDA	DJB GAS SERVICES, INC.	03/28/2011	83665	13.50
CDA	DAVIS COUNTY	03/28/2011	83666	15.00
CDA	ELECTRICAL WHOLESALE SUPPLY	03/28/2011	83667	75.29
CDA	F.A.R.M. Police Supply	03/28/2011	83668	55.50
CDA	FASTENAL COMPANY	03/28/2011	83669	184.21
CDA	GOODSON SIGNS	03/28/2011	83670	174.00
CDA	HOME DEPOT	03/28/2011	83671	1,535.88
CDA	IMPACT SOLUTIONS	03/28/2011	83672	2,200.00
CDA	INTERFORM GRAPHICS	03/28/2011	83673	558.97
CDA	INTERMOUNTAIN SWEEPER	03/28/2011	83674	548.00
CDA	INTERMOUNTAIN TRAFFIC SAFETY	03/28/2011	83675	642.50
CDA	INTERWEST SUPPLY CO.	03/28/2011	83676	1,096.00
CDA	IRIS MEDICAL, INC	03/28/2011	83677	1,812.33
CDA	KURT'S SHOP	03/28/2011	83678	490.00
CDA	LAKE WELDING	03/28/2011	83679	1,736.00
CDA	LEXIS PUBLISHING	03/28/2011	83680	50.00
CDA	MADDOX COMPRESSOR CO , INC.	03/28/2011	83681	111.92
CDA	MARLO PRODUCTS	03/28/2011	83682	249.95
CDA	MATRIX MEDICAL	03/28/2011	83683	115.60
CDA	METERWORKS	03/28/2011	83684	3,947.60
CDA	MOUNTAIN STATES SUPPLY, INC	03/28/2011	83685	169.10

Journal	Payee or Description	Date	Check No	Amount
CDA	OASIS STAGE WERKS	03/28/2011	83686	1,425.00
CDA	OCE NORTH AMERICA	03/28/2011	83687	26.14
CDA	OFFICE DEPOT	03/28/2011	83688	543.19
CDA	OGDEN PUBLISHING CORPORATION	03/28/2011	83689	868.10
CDA	OLDCASTLE PRECAST, INC.	03/28/2011	83690	259.76
CDA	PAGE BRAKE WAREHOUSE	03/28/2011	83691	46.26
CDA	PJ CHEESE, INC.	03/28/2011	83692	40.97
CDA	PARADISE BAKERY & CAFE	03/28/2011	83693	255.00
CDA	PARK LANE CHEVRON	03/28/2011	83694	6.94
CDA	PARTS PLUS	03/28/2011	83695	82.67
CDA	PRIME SYSTEMS	03/28/2011	83696	1,815.50
CDA	PROFESSIONAL SALES & SERVICE	03/28/2011	83697	628.99
CDA	QUESTAR GAS	03/28/2011	83698	4,371.77
CDA	QWEST	03/28/2011	83699	198.88
CDA	TOM RANDALL DISTRIBUTING	03/28/2011	83700	5,678.59
CDA	RAY'S MUFFLER SERVICE	03/28/2011	83701	56.10
CDA	ROCKY MOUNTAIN POWER	03/28/2011	83702	8,020.71
CDA	ROBINSON WASTE SERVICES	03/28/2011	83703	36,101.55
CDA	ROSS EQUIPMENT COMPANY, INC.	03/28/2011	83704	55.06
CDA	SALT LAKE WHOLESALE SPORTS	03/28/2011	83705	702.60
CDA	SHRED-IT	03/28/2011	83706	107.00
CDA	SKAGGS COMPANIES, INC.	03/28/2011	83707	63.80
CDA	STAPLES ADVANTAGE	03/28/2011	83708	33.66
CDA	SUNRISE ENGINEERING, INC.	03/28/2011	83709	3,064.06
CDA	THB, INC.	03/28/2011	83710	52.56
CDA	THATCHER COMPANY	03/28/2011	83711	2,619.42
CDA	ANNETTE TIDWELL	03/28/2011	83712	200.00
CDA	UNITED STATES WELDING, INC.	03/28/2011	83713	41.35
CDA	UTAH COMMUNICATIONS AGENCY NET	03/28/2011	83714	1,650.75
CDA	UTAH COMMUNICATIONS, INC.	03/28/2011	83715	509.00
CDA	WARNER TRUCKLAND	03/28/2011	83716	2,649.43
CDA	WASATCH INTEGRATED WASTE	03/28/2011	83717	5.00
CDA	WASATCH VALLEY PIZZA	03/28/2011	83718	98.00
CDA	WASATCH STEEL	03/28/2011	83719	505.91
CDA	WILLEY FORD	03/28/2011	83720	124.42
CDA	WORKERS COMPENSATION FUND	03/28/2011	83721	3,027.41
CDA	YOUR VALET CLEANERS	03/28/2011	83722	589.14
CD	ZIONS BANK - TRUST #2745989	03/31/2011	83723	11,696.13
CD	BONNEVILLE CHAPTER ICC - REGISTRATION/ E	03/31/2011	83724	20.00
CD	BACKMAN TITLE - SID TITLE WORK	03/31/2011	83725	600.00
CD	STARWEST - NETGEAR PROSAFE	03/31/2011	83726	260.00
CD	FEDEX OFFICE - INVOICE #079700003248	03/31/2011	83727	25.97
CD	PITNEY BOWES - POSTAGE	03/31/2011	83728	10,000.00
CD	XMISSION - XMISSION ACCOUNTING	03/31/2011	83729	618.61
CD	TRI-COMBINED RESOURCES, INC. - EMERGENCY	03/31/2011	83730	369.30
CD	STYLE CRAFT FRAMES - PICTURE FRAMES	03/31/2011	83731	968.17
CD	INCENTIVES PLUS - EMBROIDERED PATCHES	03/31/2011	83732	87.50
CD	HEALTH IMPRESSIONS - EMS PENS	03/31/2011	83733	251.05
CD	JCOMM - RADIO REPAIR	03/31/2011	83734	112.00
CD	PRO PIPE - STORM SEWER CLEANING	03/31/2011	83735	400.00
CD	ARNOLD MACHINERY CO. - MH 63 SL - PARTS	03/31/2011	83736	70.18
CD	CINTAS FAS LOCKBOX 636525 - FIRST AID SU	03/31/2011	83737	97.95
CD	CHEMSEARCH - SUPPLIES	03/31/2011	83738	507.66
CD	SS SHOP EQUIPMENT REPAIR - SERVICE	03/31/2011	83739	100.00
CD	SMITH POWER PRODUCTS INC. - PARTS	03/31/2011	83740	147.20
CD	SMITH CROWN CO. - REPAIRS TO VACUUM	03/31/2011	83741	129.00
CD	DEANN CARLILE - REIMB. FOR COOKIES/WIVES	03/31/2011	83742	32.33
CD	DAVE MILLHEIM - REIMB. FOR LUNCH	03/31/2011	83743	66.75
CD	CONNIE WOOD - REIMB MEETING SUPPLIES	03/31/2011	83744	26.00

STORM WATER & CONSTRUCTION BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND	CONSTRUCTION BOND
3/10	Symphony Homes	9791	\$1,000.00	\$500.00
3/29	Dalton Construction	9799	\$1,000.00	\$500.00
3/29	Wadman Construction	9801	\$1,000.00	\$500.00
4/6	Rainey Homes	9779	\$1,000.00	\$500.00
4/19	Destination Homes	9828	\$1,000.00	\$500.00
4/20	Symphony Homes	9829	\$1,000.00	\$500.00
4/22	Beard Construction	9838	\$1,000.00	\$500.00
4/22	Garbett Construction	9688	\$1,000.00	\$500.00
4/26	Woodside Homes	9831	\$1,000.00	\$500.00
4/26	Ivory Homes	9836	\$1,000.00	\$500.00

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

S U B J E C T: Verizon Option and Land Lease Agreement

ACTION TO BE CONSIDERED:

Authorize Mayor to sign the Land Lease Agreement

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 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: Dave Millheim, City Manager

Date: April 26, 2011

SUBJECT: **VERIZON OPTION AND LAND LEASE AGREEMENT**

RECOMMENDATION

Authorize the Mayor the sign the attached Option and Land Lease Agreement between Verizon Wireless and Farmington City for the purposes of a cell tower in the area of the police building.

BACKGROUND

The attached agreement went through several versions between the City Attorney, City Manager and Verizon Wireless representatives who will be present if questions arise. It is common for cities to put cellular towers in parks and public open space areas. The City does receive a small lease payment for allowing such a site on city owned property. The challenge is that sometimes where towers would impact few are not always in the areas where the coverage voids are for the cellular providers which they wish to improve.

This specific site is primarily a residential area but Staff believes that a tower in this location would be consistent with the other tower we are building for emergency operations center purposes.

Respectfully Submitted

Dave Millheim
City Manager

OPTION AND LAND LEASE AGREEMENT

This Option and Land Lease Agreement ("Agreement") is made this ____ day of _____, 20____, between Farmington City, a Municipal Corporation, with its principal offices located at 160 South Main Street, Farmington, Utah 84025, hereinafter designated LESSOR, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

RECITALS:

LESSOR is the owner of that certain real property located at 286 South 200 East, Farmington, County of Davis, State of Utah, 84025 (the entirety of LESSOR's property is referred to hereinafter as the "Property"); and

LESSEE desires to obtain an option to lease a portion of said Property, being described as a 40' by 35' parcel containing 1,400 square feet (the "Land Space"), together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a fifteen (15') foot wide right-of-way extending from the nearest public right-of-way, 200 East, to the Land Space (the "Rights of Way"), and for the installation and maintenance of a wireless telecommunications cellular tower, and related appurtenances, such as, utility wires, poles, cables, cabinets, conduits, and pipes over, under, or within the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being more particularly described in Exhibit "A" attached hereto and made a part hereof; and

LESSOR is willing to grant LESSEE an option to lease a portion of the Property and the right to lease the Premises subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

OPTION AGREEMENT

A. OPTION. For the sum of Three Thousand and No/100 Dollars (\$3,000.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby agrees to grant to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within thirty (30) days of execution of this Agreement or upon receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Land Lease Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE

shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

B. TERM OF OPTION; EXTENSION. The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of Three Thousand and No/100 Dollars (\$3,000.00) to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Land Lease Agreement below.

C. NOTICE OF SUBDIVISION OR SALE. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide or sell the Property, LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

D. LIMITATION ON ASSIGNMENT. This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, or subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives all or majority interest in the communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE shall immediately notify LESSOR in writing of any proposed sale, assignment or transfer of this Agreement to any other party or entity of interest.

E. FAILURE TO EXERCISE OPTION. Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and any extensions, and no additional money shall be payable by either Party to the other.

F. TEMPORARY ACCESS. The LESSOR shall permit LESSEE, during the option period, temporary ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. Such temporary access shall be

limited to reasonable hours of operation and shall not interfere with LESSOR's use of the Premises or its Property. LESSEE shall be required to restore the Premises and Property to as good a condition as existed prior to LESSEE's activities during temporary access.

G. MEMORANDUM OF OPTION. LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

H. COSTS. In addition to the option payment set forth in Paragraph A, LESSEE shall pay to LESSOR a one-time payment of \$3,000.00 as reimbursement for costs incurred by LESSOR in conjunction with the negotiation and preparation of this Agreement, such payment to be made within thirty (30) days of execution of this Agreement.

I. EXERCISING THE OPTION. Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

LAND LEASE AGREEMENT

This Land Lease Agreement is made this _____ day of _____, 20____, between Farmington City, a Municipal Corporation, with its mailing address located at 160 South Main Street, Farmington, Utah, 84025, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE, for the purpose of constructing, maintaining, repairing, and operating a wireless telecommunications cellular tower, and related appurtenances, such as, utility wires, poles, cables, cabinets, conduits, and pipes ("Facilities"), a portion of that certain parcel of property located at 286 South 200 East, Farmington, County of Davis, State of Utah (the entirety of LESSOR's property is referred to hereinafter as the "Property"), being described as a 40' by 35' parcel containing 1,400 square feet (the "Land Space"), together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a fifteen (15') foot wide right-of-way extending from the nearest public right-of-way, 200 East, to the Land Space (the "Rights of Way"), for the installation and maintenance of the Facilities over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on Exhibit "A" attached hereto and made a part hereof.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. COSTS. LESSEE shall be responsible for all costs LESSEE incurs in constructing its Facilities or otherwise implementing any of the provisions set forth in this Agreement.

4. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Thousand and No/100 Dollars (\$20,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 21.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE.

c. The annual rental for the second year and each succeeding year shall be increased by an amount equal to the greater of: (1) two percent (2%) of the previous year's annualize rent; or (2) to the annual rental determined thereof by a formula as follows:

$$\text{Renewal Rent} = (\text{Basic Rent}) + ((\text{IR} - \text{IL}) / \text{IL} \times \text{Basic Rent})$$

Definitions: IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the second year and each succeeding year commence.

IL is the Consumer Price Index for the month which is three 3 months immediately preceding the month in which this Lease commenced.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) - U.S. City average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by any nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as LESSOR and LESSEE may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the LESSEE.

d. LESSEE shall pay additional rent of \$500 per month for each additional co-location of antennas or facilities on LESSEE's Facilities. Any such co-location of antenna or facilities by third parties shall require prior approval from LESSOR, which approval shall not be unreasonably withheld. The \$500 per month rent shall be applicable for the first calendar year or portion thereof for the co-location, and shall thereafter increase in accordance with the annual rent increase clause set forth in Subsection (c).

5. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless either party terminates it at the end of the then current term by giving the other party written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Each Term shall be on the same terms and conditions as set forth herein.

6. [INTENTIONALLY DELETED].

7. TAXES. LESSOR shall pay when due all real property taxes for the Property, including the Premises. In the event that LESSOR fails to pay any such real property taxes or other fees and assessments, LESSEE shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, LESSEE shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the LESSEE's Facilities on the Premises, for so long as this Lease has not expired of its own terms or is not terminated by either Party. LESSOR hereby grants to LESSEE the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of LESSOR and/or LESSEE, any personal property or real property tax assessments that may affect LESSEE. If LESSOR receives notice of any personal property or real property tax assessment against the LESSOR, which may affect LESSEE and is directly attributable to LESSEE's installation, LESSOR shall provide timely notice of the assessment to LESSEE sufficient to allow LESSEE to consent to or challenge such assessment.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating the Facilities. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All Facilities shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its Facilities or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. In no event shall any above-ground Facilities on the Premises exceed sixty feet (60'), unless otherwise expressly approved in writing by LESSOR. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSEE shall be required to obtain all approvals required under applicable Farmington City Ordinances, including Planning Commission approval of the site and use. In the event that Planning Commission approval, or other required Governmental Approvals, are not obtained by LESSEE within two (2) years from the Commencement Date of this Agreement, then this Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination as provided herein, LESSEE shall be obligated to pay LESSOR all of the Rent then due and owing up to the date of termination.

9. INSURANCE AND SUBROGATION AND INDEMNIFICATION.

(a) LESSEE shall provide Commercial General Liability Insurance with combined single limits of at least \$2,000,000 per occurrence, and not less than \$3,000,000 aggregate, covering bodily injury and property damage occurring upon, in or in connection with LESSEE's Facilities and activities on the Property and shall include as an Additional Insured, LESSOR and LESSOR'S officials, employees, representatives and agents. LESSEE may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance LESSEE may maintain. Insurance coverage required herein shall be with a company licensed or authorized to do business in Utah, with a Best's Rating of at least A-VII. All insurance policies shall contain a provision that such insurance shall not be canceled without a minimum of thirty (30) days prior written notice to LESSOR. Proof of insurance shall be provided to LESSOR prior to Commencement Date. All such insurance policies shall be written on a primary basis as relates to Lessee operations. LESSEE shall obtain and maintain any casualty or other insurance deemed desirable by LESSEE to protect LESSEE's Facilities. LESSOR shall have no liability for loss or damage to any of LESSEE's Facilities, unless caused by LESSOR's negligent or willful conduct.

(b) Notwithstanding anything to the contrary herein, LESSEE shall provide and maintain insurance in a form and amount that, at a minimum, meets the immunity caps set forth in the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, and any future amendments thereto. As provided under current law, the governmental immunity limits are adjusted each even numbered year based on the methodology set forth in *Utah Code Ann.* § 63G-7-604, as amended, and adopted by rule no later than July 1. The Association shall be required to annually review such governmental immunity caps and to annually increase its insurance coverage under the terms of this Agreement accordingly.

(c) To the fullest extent permitted by law, LESSEE shall indemnify, hold harmless, and defend LESSOR, its officers, employees, agents, and representatives, from and against any and all claims, damages, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, for death or injury to any person or damage to property caused by or arising from any act or omission of LESSEE, including its officers, employees, invitees, tenants, contractors, and assigns, in connection with LESSEE's use of the Property, Land Space, Premises and Facilities. To the fullest extent permitted by law, LESSOR shall indemnify, hold harmless, and defend LESSEE, its officers, employees, agents, and representatives, from and against any and all claims, damages, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, for death or injury to any person or damage to property caused by or arising from any willful or negligent act or omission of LESSOR, including its officers, employees, invitees, tenants, contractors, and assigns, in connection with LESSOR's use of its Property. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. The indemnifying Party's obligations

under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other Party and (ii) the indemnified Party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. LESSEE shall not be responsible to LESSOR, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises. Nothing in this indemnification provision shall be construed to prevent LESSOR and/or LESSEE from raising any defense under the Governmental Immunity Act with regard to claims from persons not a party to this Agreement.

10. [INTENTIONALLY DELETED].

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR. LESSEE shall, at its own expense, maintain the Facilities in a safe condition, in good repair, and in a manner suitable to LESSOR so as not to conflict with the use of the Property by LESSOR. The parties expressly acknowledge that the Property contains LESSOR's Police Department, Emergency Control Center, and other public safety and park facilities. LESSEE shall not unreasonably interfere with the operations or working use of the Property or facilities and equipment thereon or to be placed or used thereon by LESSOR. If LESSEE's use of the Premises or Facilities causes impermissible interference with LESSOR's use of its Property for public safety and law enforcement purposes, LESSOR shall provide LESSEE with written notice of such interference. LESSEE shall cease all such actions which unreasonably and materially interfere with LESSOR's use of its Property within two (2) days after receipt of written notice of interference by LESSOR. If the interference cannot be eliminated within the required time frame, LESSEE shall immediately cease operating its Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated, and the cessation of action is material to LESSEE's use of the Premises and its Facilities and such cessation frustrates LESSEE's use of the Premises and its Facilities, LESSEE shall have the right to terminate this Agreement.

LESSOR agrees that any future non-governmental third-party tenants or lessees of the Property, which are not involved in public safety, law enforcement or park facilities purposes, will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference with LESSEE's Facilities which is measurable in accordance with then existing industry standards.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE

shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the earlier of ninety (90) days from the termination of this Agreement or the completion of the removal of the building, antenna structure, fixtures and all personal property. LESSEE's presence on the Premises after such time shall constitute a holdover tenancy as described in Section 13. LESSEE agrees to indemnify LESSOR against all third party claims stemming from LESSEE's removal of facilities from the Property.

13. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 12 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 12 and this Paragraph 13, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 12 shall be equal to one hundred fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination, in addition to all other remedies provided by law for LESSEE's holdover.

14. [INTENTIONALLY DELETED].

15. [INTENTIONALLY DELETED].

16. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

17. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no impediments of title on the Property, and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

18. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and

such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

19. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

20. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises upon obtaining the written consent of the LESSOR. Any approved sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. LESSEE shall immediately notify LESSOR in writing of any proposed sale, assignment or transfer of this Agreement to any other party or entity of interest.

21. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Farmington City
160 South Main Street
Farmington, Utah 84025
Telephone: (801) 451-5453

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

23. [INTENTIONALLY DELETED].

24. RECORDING. The Parties agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments. LESSEE agrees and covenants to release the recorded Memorandum of Agreement upon the expiration or termination of this Agreement.

25. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days, not to exceed sixty (60) days, if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion within said sixty (60) days. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. It shall be a default under this Agreement if LESSEE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSEE if the failure to perform such an obligation interferes with LESSOR's ability to conduct its business on the Property; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion within at least fifteen (15) days.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days, not to exceed sixty (60) days, if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion within said sixty (60) days. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. It shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation

interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion within at least fifteen (15) days.

26. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, that each Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party. If the non-defaulting Party performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by non-defaulting Party shall immediately be owing by the defaulting Party and the defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws.

27. ENVIRONMENTAL LAWS. LESSOR represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. LESSOR and LESSEE shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. LESSOR shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by LESSEE or resulting from LESSEE's activities on the Property or Premises, that have occurred or which may occur on the Property or the Premises. LESSEE shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, for spills or other releases of any Hazardous Substance caused by LESSEE's activities on the Property or Premises. Each Party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property or the Premises. LESSOR agrees to defend, indemnify and hold harmless from Claims resulting from Actions on the Property not caused by LESSEE prior to and during the Initial Term and any Renewal Term of this Lease. The

indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section shall survive the termination or expiration of this Lease.

28. [INTENTIONALLY DELETED].

29. [INTENTIONALLY DELETED].

30. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

31. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, at LESSEE's sole cost and expense, maintain the Premises and its facilities thereon in compliance with all applicable Laws, and in respect to the condition of the Premises, comply with (a) all Laws relating to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

32. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

33. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR: Farmington City,
a Municipal Corporation**

By: _____
Name: _____
Title: _____
Date: _____

**LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**

By: _____
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of Farmington City, a Municipal Corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name _____

EXHIBIT "A"

1 of 3

LEGAL DESCRIPTION

Beginning at a point on the West side of the State Highway 330.7 feet South of the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, and running thence West 345 feet, thence South 140 feet, thence South 70°55' East 214 feet, thence East 142.5 feet to the West side of said Highway, thence North along the West side of said Highway 210 feet, more or less, to the point of beginning.

ALSO: Beginning at a point on the West side of Utah State Highway 91 at a point 540.7 feet South from the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, in Davis County Utah, thence West 142.5 feet, thence North 70°55' West 214 feet, thence North 140 feet, thence West 116 feet, thence South 91 feet, thence South 67°05'04" West 675.39 feet (South 66°10' West 677 feet deed) along the general course of the old creek bed and willow hedge, thence South 4°30' East 62.6 feet, thence East 1077.88 feet to the West side of said State Highway, thence North 206.3 feet along the West side of said State Highway to the point of beginning.

EXHIBIT "A"

2 of 3

DESCRIPTION OF PREMISES

VERIZON WIRELESS LEASE SITE DESCRIPTION:

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 09°35'34" WEST 1800.04 FEET FROM THE CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 200 EAST (STATE HIGHWAY 106), BASIS OF BEARING BEING MEASURED BETWEEN THE AFOREMENTIONED MONUMENT AND THE MONUMENT LOCATED AT THE INTERSECTION OF 100 NORTH AND 100 EAST STREETS WITH A MEASURED BEARING OF SOUTH 45°19'30" EAST 854.15 FEET, AND RUNNING THENCE SOUTH 18°09'42" WEST 25.67 FEET; THENCE NORTH 71°50'18" WEST 32.00 FEET; THENCE NORTH 18°09'42" EAST 15.75 FEET; THENCE SOUTH 71°50'18" EAST 15.00 FEET; THENCE NORTH 18°09'42" EAST 9.92 FEET; THENCE SOUTH 71°50'18" EAST 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 673 SQ. FT. OR 0.015 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS ACCESS EASEMENT DESCRIPTION:

A 12 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

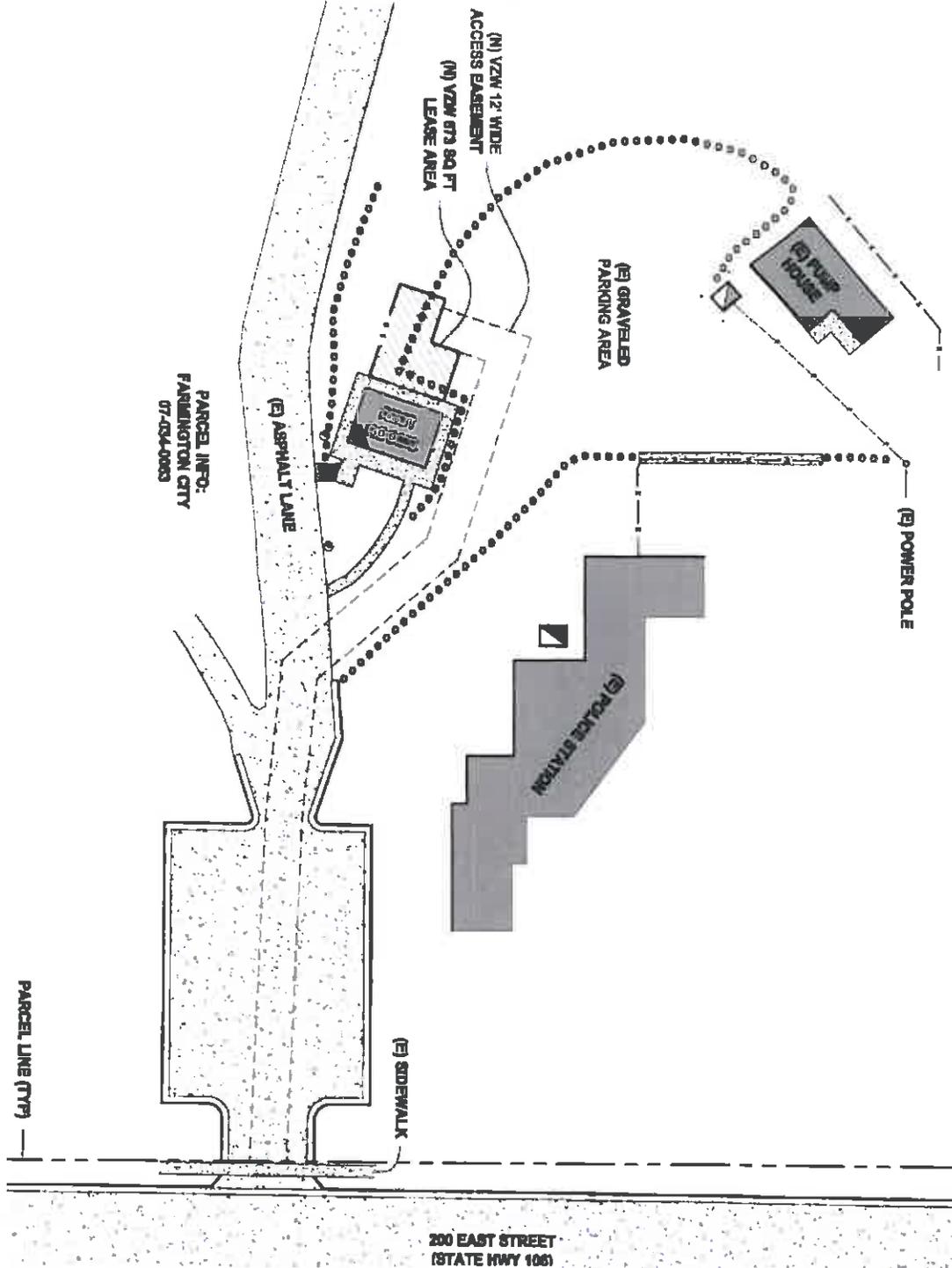
BEGINNING AT A POINT LOCATED SOUTH 10°21'39" WEST 1806.59 FEET FROM THE CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 200 EAST (STATE HIGHWAY 106), BASIS OF BEARING BEING MEASURED BETWEEN THE AFOREMENTIONED MONUMENT AND THE MONUMENT LOCATED AT THE INTERSECTION OF 100 NORTH AND 100 EAST STREETS WITH A MEASURED BEARING OF SOUTH 45°19'30" EAST 854.15 FEET, AND RUNNING THENCE NORTH 18°09'42" EAST 24.53 FEET; THENCE SOUTH 71°50'18" EAST 68.99 FEET; THENCE SOUTH 40°37'56" EAST 60.99 FEET; THENCE SOUTH 83°58'43" EAST 48.58 FEET; THENCE SOUTH 87°24'54" EAST 113.00 FEET, MORE OR LESS TO EAST LINE OF PARCEL 07-034-0063 AND TERMINATING.

CONTAINS: 0.087 ACRES, MORE OR LESS, (AS DESCRIBED).

EXHIBIT "A"

3 of 3

DESCRIPTION OF PREMISES



FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Attn: Network Real Estate – Mountain Region
9656 S. Prosperity Way
West Jordan, Utah 84088

Space above this line is for Recorder's use.

Memorandum of Option and Land Lease Agreement

Grantor: Farmington City, a Municipal Corporation

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: County of Davis, State of Utah
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: 07-034-0063

Reference # (if applicable): N/A

MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT evidences that an Option and Land Lease Agreement ("Agreement") was entered into as of _____, 20____, by and between Farmington City, a Municipal Corporation ("Lessor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee"), for certain real property located at 286 South 200 East, Farmington, in the County of Davis, State of Utah, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of ten (10) years commencing as provided for in the Agreement. which term is subject to Lessee's rights to extend the term of the Agreement as provided in the Agreement.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR: Farmington City,
a Municipal Corporation**

By: _____
Name: _____
Title: _____
Date: _____

**LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**

By: _____
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: _____

EXHIBIT A
LEGAL DESCRIPTION

Beginning at a point on the West side of the State Highway 330.7 feet South of the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, and running thence West 345 feet, thence South 140 feet, thence South 70°55' East 214 feet, thence East 142.5 feet to the West side of said Highway, thence North along the West side of said Highway 210 feet, more or less, to the point of beginning.

ALSO: Beginning at a point on the West side of Utah State Highway 91 at a point 540.7 feet South from the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, in Davis County Utah, thence West 142.5 feet, thence North 70°55' West 214 feet, thence North 140 feet, thence West 116 feet, thence South 91 feet, thence South 67°05'04" West 675.39 feet (South 66°10' West 677 feet deed) along the general course of the old creek bed and willow hedge, thence South 4°30' East 62.6 feet, thence East 1077.88 feet to the West side of said State Highway, thence North 206.3 feet along the West side of said State Highway to the point of beginning.

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

S U B J E C T: Adoption of the Tentative Budget for Fiscal Year 2012

ACTION TO BE CONSIDERED:

1. Approve the resolution which adopts the tentative budget for fiscal year ending June 30, 2012, and sets the final adoption hearing for June 7, 2011.

GENERAL INFORMATION:

See enclosed staff report and Resolution 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
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Finance Director

Date: April 26, 2011

Subject: **ADOPTION OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2012**

RECOMMENDATION

Approve the enclosed resolution which adopts the tentative budget as presented for fiscal year ending June 30, 2012, and sets the final adoption hearing for June 7, 2011.

BACKGROUND

The Mayor and City Council met last week and reviewed some of the budget in a budget work session. From that meeting staff is presenting the tentative budget to be approved according to state law. This is just a tentative budget, as more budget work sessions will be held and changes to this budget will occur until the final budget is presented on June 7, 2011. The budget hearing will be on June 7, 2011, but the adoption of the final budget and the amending of the 2011 budget will be on June 21, 2011.

Respectfully Submitted,

Keith Johnson,
Finance Director

Review and Concur,

Dave Millheim,
City Manager

RESOLUTION 2011- ____

A RESOLUTION ADOPTING THE FARMINGTON CITY TENTATIVE BUDGET FOR FISCAL YEAR 2011-2012

WHEREAS, pursuant to State law, a tentative budget has been delivered to the Farmington City Council for consideration; and

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

Section 1. Adoption of Tentative Budget. The Farmington City Council hereby adopts the tentative budget for Fiscal Year 2011-2012 which is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Setting of a public hearing for final adoption. The Farmington City Council hereby directs staff to provide notice of a public hearing for June 7, 2011, after which hearing the City Council will consider adoption of the final budget on June 21, 2011.

Section 3. Severability. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 4. 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 3RD DAY OF MAY, 2011.

FARMINGTON CITY

By: _____
Scott C. Harbertson
Mayor

ATTEST:

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

S U B J E C T: Miscellaneous Subdivision and Zone Text Changes

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report and back up information prepared by Dave Petersen.

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

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
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: David E. Petersen, Community Development Director

Date: April 22, 2011

SUBJECT: **MISCELLANEOUS SUBDIVISION AND ZONE TEXT CHANGES**

RECOMMENDATION

This is not an action item, but presented for discussion only in preparation for a public hearing scheduled for May 19, 2011.

BACKGROUND

During the day to day of administration of the Zoning and the Subdivision ordinance throughout the year, staff keeps of log, or "wish list" of ordinance changes which are often presented in the Spring as a package for Planning Commission and City Council consideration. Enclosed are the Planning Commission staff reports for these miscellaneous changes. [Note: Commission changes to the reports are "double underlined"]. The Commission tabled a recommendation regarding the proposed amendment to Chapter 17 of the Zoning Ordinance for further input from the Historic Commission and to look at increasing the number of acceptable building materials for use in the OTR zone.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur.

Dave Millheim
City Manager



Planning Commission Staff Report
April 14, 2011

Item 7: Miscellaneous Subdivision Ordinance Amendments

Public Hearing:	Yes
Application No.:	ZT-1-11
Property Address:	NA
General Plan Designation:	NA
Zoning Designation:	NA
Area:	NA
Number of Lots:	NA
Property Owner:	Farmington City
Agent:	Farmington City

Request: *Applicant is requesting a recommendation of approval for two amendments to the Subdivision Ordinance.*

Background Information

The updates to the Subdivision Ordinance included with this proposal include 1) requiring the words "Planned Unit Development (PUD)" or "Conservation Subdivision" in the name/title on final plats (12-6-110(4); and 2) updating plat expiration/deadline standards (12-6-100).

1) Name/title on Final Plats.

Planned Unit Developments (PUD's) often have requirements that deviate from the standards of the underlying zone, such as specialized set back and building envelope standards. Likewise, Conservation Subdivisions also differ from conventional subdivisions in that conservation easements are usually recorded with the plat to preserve the open space in a manner and with conditions established as part of the approval process for the subdivision, and they too have different setback requirements. The words "a Planned Unit Development (PUD) and "a Conservation Subdivision" will better inform possible lot owners, financial institutions, and those administrating city regulations, of the potential unique characteristics associated with the development. Staff recommends the following changes to 12-6-110(4):

(4) The title of each sheet of the final plat shall consist of the approved name and unit number of the subdivision in bold letters, and if applicable, the words "a Planned Unit Development (PUD)" or "a Conservation Subdivision", followed by the words "Farmington City" at the top of the sheet.

2) Plat Expiration/Deadline Standards.

As the ordinance is written (see enclosed), it appears that one may avoid the expiration of a preliminary plat by filing an application for final plat approval. Is the preliminary plat still valid after 12 months if the subdivider does not pursue final plat approval beyond just filing an application? Likewise, does the preliminary plat approval still stand if the final plat is denied? What if a particular approved final plat represents only a small portion of a large preliminary plat, does the preliminary plat approval remain intact for the development? The following proposed changes to Section 12-6-100 of the Subdivision Ordinance for Planning Commission consideration are intended to address these issues.

The Subdivider shall file an application for final plat approval with the Planning Community Development Department on a form prescribed by the City, together with one reproducible copy and ~~two (2)~~ prints of the final plat, the number of which shall be determined by City staff, and all required fees. The preliminary plat shall become null and void unless the Subdivider submits an aApplication for and obtains final plat approval shall be made for all phases encompassing the area of the preliminary plat within twelve (12) months after approval or conditional approval of the preliminary plat by the Planning Commission, except as otherwise provided for by written agreement with the City. This time period may be extended for up to twelve (12) months for good cause shown if the Subdivider petitions the Planning Commission in writing for an extension prior to the expiration date of the preliminary plat together with the required any applicable fees. Only one (1) extension of the preliminary plat approval may be granted. In the event the final plat approval expires, or the City does not grant an extension of final plat approval, or the City does not re-approve a previously approved final plat, the preliminary plat approval shall also expire, unless 12 months has not lapsed from the date of its approval and/or a 12 month extension of time has been granted as provided herein.

Suggested Motion:

Move that the Planning Commission recommend approval of the proposed amendments to the Subdivision Ordinance as set forth in the April 14, 2011 staff report.

Findings:

1. The inclusion of the words "a Planned Unit Development" and/or "a Conservation Subdivision" better informs the public, potential property owners, and reminds city staff, that a particular subdivision is not a conventional subdivision; and
2. Provides clear expiration dates for preliminary plat approval and provides deadlines for final plat approval.

Supplemental Information

1. Section 12-6-100 of the Subdivision Ordinance.

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions

with the provisions set forth herein.

12-6-100 Filing Deadline, Application and Fees.

→ The Subdivider shall file an application for final plat approval with the Planning Department on a form prescribed by the City, together with one reproducible copy and two (2) prints of the final plat and all required fees. Application for final plat approval shall be made within twelve (12) months after approval or conditional approval of the preliminary plat by the Planning Commission. This time period may be extended for up to twelve (12) months for good cause shown if the Subdivider petitions the Planning Commission for an extension prior to the expiration date together with the required fees. Only one (1) extension may be granted.

12-6-110 Final Plat - Preparation and Required Information.

(1) The final plat shall consist of a sheet of approved tracing linen or mylar to the outside or trim line dimensions of nineteen by thirty inches (19" x 30"), and the border line of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inch (1½") on the left margin of the sheet for binding, and not less than a one-half inch (½") margin in from the outside or trim line around the other three edges of the sheet. The plat shall be so drawn that the top of the sheet either faces north or east, whichever accommodates the drawing best. All lines, dimensions and markings shall be made on the tracing linen with approved waterproof black drawing ink.

(2) The final plat shall be drawn at a scale of not less than one inch (1") equaling one hundred feet (100'), and the workmanship on the finished drawing shall be neat, clear and readable.

(3) The plat shall be signed by all required and authorized parties and the final drawings shall contain all information set forth in this Section. The location of the subdivision within the City shall be shown by a small scale vicinity map on the first sheet.

(4) The title of each sheet of the final plat shall consist of the approved name and unit number of the subdivision in bold letters followed by the words "Farmington City" at the top of the sheet.

(5) Wherever the City Engineer has established a system of coordinates, the survey shall use such system. The adjoining corners of all adjoining subdivisions shall be identified by lot and block numbers, subdivision name and place of record, or other proper designation.

(6) An accurate and complete boundary survey to second order accuracy shall be made of the land to be subdivided. A traverse of the exterior boundaries of the tract, and of each block, when computed from field measurements on the ground shall close within a tolerance of one (1) foot to twenty thousand (20,000) feet of perimeter.



Planning Commission Staff Report April 14, 2011

Item 8: Miscellaneous Zoning Ordinance Amendments

Public Hearing:	Yes
Application No.:	ZT-1-11
Property Address:	NA
General Plan Designation:	NA
Zoning Designation:	NA
Area:	NA
Number of Lots:	NA
Property Owner:	Farmington City
Agent:	Farmington City

Request: *Applicant is requesting a recommendation of approval for several amendments to the Zoning Ordinance.*

Background Information

The updates to the Zoning Ordinance included with this proposal include 1) establishing secondary dwellings in agriculture zones (11-10-020); 2) defining the term “front-loaded garages” in conservation subdivisions (11-12-090(f)(1)); 3) deleting a reference in 11-12-090(f)(5) that does not exist; 4) amending vinyl siding standards in the OTR zone (11-17-070(6)); 5) clarifying the term “Medium-density residential” in TMU zones (11-18-105); 6) restricting residential uses in the OMU zone (11-18-105); 7) modifying building height and open space standards in all TMU zones (11-18-106(2)); 8) providing expiration standards in TMU zones for development plans (11-18-107) and Project Master Plans (11-18-108); 9) amending setback standards for sports courts (11-28-060(c)); 10) allowing city staff to review and approve sales offices in model homes as a permitted use subject to certain standards (11-28-120); 11) expounding on residential driveway width standards (11-32-106(1)(a)).

1) Secondary Dwellings in Agriculture Zones.

A secondary dwelling is “a second dwelling unit within a single-family dwelling which is accessory to the single-family dwelling and which is an architectural and integral part of a single family dwelling” (11-2-38); and an accessory dwelling is “a dwelling unit within an [detached] accessory building which is subordinate to a single-family dwelling located on the same lot. . . .” (11-2-34). Both types of dwelling units are intended to provide alternative forms of housing; moreover, under both types of uses the owner of the property is required to live on-site. In most single family residential zones both uses are allowed as a conditional use. However, even though arguably greater impacts to residential neighborhoods accompany accessory dwellings, in the agriculture zones the accessory dwellings are allowed as a conditional use while secondary dwellings are not allowed (even as a permitted use).

Therefore, it is proposed that secondary dwelling units be allowed as a conditional use in the AE, A, and AA zones.

2) "Front-loaded garages" in Conservation Subdivisions

Developers of conservations subdivision are allowed density bonuses in exchange for perpetually protected open space. Hence, as lot sizes decrease and homes become closer together one purpose of the ordinance is to not let the appearances of garages dominate the streetscape whereby the majority of the home is placed behind the garage in an effort to "fit" homes on narrower lots. Therefore, an incentive is written into the ordinance; that is, if the garage is flush or recessed from the back of the home the front set back may be 20 feet (this provides more flexibility in home placement and allows more enjoyment and use of a rear yard by the property owner). Alternatively, if the garage projects past the front plane of the dwelling into the front yard, the entire dwelling (including the garage portion) home must be set back 30 feet. The term "front-loaded garages" is currently used to describe garages that are even or recessed from the back of the home. This term misses the mark and Section 11-12-090(f)(1) should be changed as follows:

Front Setback. The minimum front yard setback for main buildings in a Conservation Subdivisions shall be twenty (20) feet . Notwithstanding the foregoing, the minimum front yard setback for ~~front-loaded~~ attached garages which extend past the front of the dwelling towards the front property line in any Conservation Subdivision shall be thirty (30) feet.

3) Reference in 11-12-090(f)(5)

Section 11-12-090(f)(5) of the Zoning Ordinance contains a reference that does not exist. It should be deleted:

Accessory buildings on lots less than ½ acre in size, ~~except those listed in Subsection (b),~~ shall be located at least six (6) feet to the rear of the dwelling, shall not encroach on any recorded easement, shall not occupy more than twenty-five percent (25%) of the rear yard, and shall be located at least fifteen (15) feet from any dwelling on an adjacent lot. Such buildings may be located within one (1) foot of the side or rear property line. Accessory buildings shall, without exception, be subordinate in height and area to the main building.

4) Vinyl Siding Standards in the OTR Zone

Presently, Section (11-17-070(6)) of the OTR zone limits vinyl material to windows, doors, fascia, and soffit, and the entire rear elevation of structures. Nevertheless, the footprint of dwelling, for example, may be in the shape of "L", where the inside portion of the "L" is clearly part of the side elevation, but is not visible from the street. It is recommended that the City amend paragraph (6) as follows:

(6) Materials. Building materials should contribute to the traditional sense of scale of the block, this will reinforce the sense of visual continuity in the district. New materials that are similar in character to traditional materials may be acceptable with appropriate detailing. Alternative materials should appear similar in scale, proportion, texture and finish to those used historically. They also must have a proven durability in similar locations in this climate. Except for the roof, fascia and soffit, exterior material on the front and side elevations of said structures shall consist of brick, rock, stucco, wood siding or combination thereof, metal and vinyl shall be prohibited. Metal or vinyl

exterior materials shall be permitted on windows and doors and on the fascia and soffit, and on the entire rear elevations of said structures, and portions of the structure abutting "other yards" not visible from the street between the rear and the side yard. All exterior materials and colors are to be specified on plans for said structures and shall be submitted for approval by the Planning Department and/or Planning Commission.

5) "Medium-density residential" in TMU Zones

Table 18.3 of Section 11-18-105 of Chapter 18 lists and describes the "Allowable Land Uses" in the mixed-use districts set forth in that chapter. Some developers have argued that the narrative describing "Medium-density residential" uses the words "such as" and therefore does not limit the number of apartment or condominium dwelling units one can place in a building. The table may be very clear to the Planning Commission that "Medium-density residential" does not mean unlimited numbers of dwelling units in a building (see enclosed), however, the Commission may wish to establish their intent regarding this use by modifying the text:

Medium-density residential—single family small lots and attached units ~~such as or townhomes, condominiums, mansion homes,~~ limited to duplexes, triplexes, four-plexes, five-plexes, or six-plexes.

6) Residential uses in the OMU Zone

The Office Mixes Use district (OMU) is "intended to be primarily office and commercial, with multiple-unit dwellings allowed as a secondary use" (11-18-101(1)(b)3.). Meanwhile, Table 18.3 permits "High-density" residential—condominium and apartment style" uses in the OMU zone even though they are primary uses. The City should amend the table and not permit "High-density" residential—condominium and apartment style" uses in the OMU zone.

7) Building height and open space standards in all TMU zones (11-18-106(2))

Staff is recommending that the City only modify building height and open space standards set forth in 11-18-106(2) (see enclosure) as they relate to the RMU (Residential Mixed Use) zones [and not all TMU zones] as follows:

- a. Building Height Maximum in Stories (& Feet) on local streets should be 2 stories (27 feet) and not 3 stories (40 feet) as now written, and
- b. Open Space % Requirements (for zone lots) on Collector/Arterial Roads should be increased from 25 to 30%.

8) Expiration standards in TMU zones

No expiration periods exist for development plans and Project Master Plans (PMPs) in Mixed Use zones. Since it appears that most development plans will be reviewed and approved by staff, the recommended expiration standard for such approvals should be enacted as follows:

11-18-107(2)(d)vi. If the applicant does not obtain and maintain a current building permit within 6 months of any development plan approval, such approval shall be null and void. This time period may be extended for additional six (6) months periods by the Community Development Director. The applicant must petition for an extension, prior to the expiration of the original six (6) months, or an extension previously granted. An extension may be granted only if it is determined that it will not be detrimental to the City. If any of the fees charged as a condition of approval, including but not limited

to, inspection fees, impact fees, as well as the amounts the City uses to estimate bonds to insure completion of improvements, have increased, the Community Development Director, after receiving approval from the City Manager may require that the bond estimate be recalculated and that the applicant pay any applicable fee increases as a condition of granting the extension.

PMP's are approved by the Planning Commission or the City Council. The recommended expiration standards for such approvals should be enacted as Section 11-18-108(d)4.(m) as follows:

(m) Unless there is substantial action under a Project Master Plan within a period of twelve (12) months from the date of Planning Commission or City Council approval, the Project Master Plan shall expire. Substantial action shall be demonstrated by receiving approval for improvement drawings and posting a bond and commencing construction related thereto, or submitting final plans for approval and obtaining, and maintaining, a current Building Permit.

If the Project Master Plan is to expire, a request for extension may be filed with the Community Development Department not less than thirty (30) days prior to the expiration date. The original Project Master Plan approval shall remain valid until the request for extension is acted upon by the Planning Commission or City Council. Failure to request the extension in a timely manner shall cause a Project Master Plan to expire without further notice.

The Planning Commission or City Council for reasonable cause may, after evaluating the applicant's progress in the previous year and after considering the Planning Department's recommendation, grant an extension of up to one (1) year on the Project Master Plan. Only one (1) extension shall be granted, except as otherwise provided for by written agreement with the City.

~~(m)~~ Appeals of decision. The final decision of the Planning Commission to approve, approve with conditions, or deny a PMP may be appealed to the City Council as set forth in the Zoning Ordinance.

9) Setback Standards for Sports Courts

The ordinance does not provide a prescribed set back for sports courts from side corner yard property lines. The typical minimum side corner yard setback for main dwellings in conventional subdivisions is 20 feet and for conservation subdivisions it is 15 feet. Therefore, the side corner yard setback in Section 11-28-060(c) for sports courts is recommended as follows:

(c) Private Multi-purpose Sports Courts. Private Multi-purpose sports courts, tennis courts, or other similar playing surfaces, shall be set back at least five (5) feet from the rear and side property lines, 15 feet from the side corner property line, at least thirty (30) feet from the front property line, and shall be at least twenty (20) feet from any neighboring dwelling. Any deviation from the above setbacks or fence standards contained in this Title shall require a conditional use permit (no fee shall be assessed for such application). No lighting may be installed in connection with the multi-purpose sports court, tennis court, or other similar playing surface which shall throw any direct rays beyond the property lines on which it is constructed.

10) Sales Offices in Model Homes

For several years sales offices in model homes have been approved by the Planning Commission as a conditional use. Numerous standards already exist for such uses and their approvals have become routine in nature. As a discussion item at a previous meeting, the Commission suggested that this approval should be considered by staff: Accordingly, it is recommended that Section 11-28-120(d)1., (f)10., and (h)(1)(iii) be amended as follows:

(d) Administrative Review Process.

1. The following uses may be reviewed and approved by the City Planner:

- a) Christmas tree lots;
- b) Construction trailers;
- c) Fireworks stands;
- d) Model homes shows including temporary offices;
- e) Uses related to natural disasters;
- f) Warehouse sales

(f) Definitions.

10. Temporary Office means a model home within a development which serves as an office for the sale or lease of property in the development, or a temporary structure located on the site of a development project which serves as a temporary business office while a permanent office is under construction on the site.

(h) Uses, Specific Standards, and Time Limits.

(1) Residential Zones. Temporary uses in single-family and multiple-family residential zones shall comply with the standards, and are limited to the uses, specified below:

- (iii) Temporary office in a model home. A temporary office for the sale or lease of property in a major subdivision or planned unit development (PUD) may be used until the last lot or unit in the development is sold. In the event a violation of the City's sign ordinance exists within said subdivision or PUD, the City may, as an enforcement measure (among other such measures set forth in its municipal code), and at its sole discretion, revoke the permit for the office and/or model home. If the office is located in the area of the home intended for a garage, any alterations made to accommodate the office shall be removed, and the

space shall be converted to function as a garage upon termination of the temporary office.

11) Residential Driveway Width Standards

The maximum driveway width for a two car and a three car garage is 20 and 30 feet respectively. Nevertheless, driveways are often wider to accommodate a pad in the side yard or to make room for pedestrians to access the front door. As a common practice in interpreting the ordinance, staff enforces the maximum driveway widths at the sidewalk and or curb cut (or the front property line). This practice should be memorialized by amending Section 11-32-106(1)(a) of the ordinance:

Residential driveways shall be not more than twenty (20) feet in width when serving as access to two (2) properly designated spaces or thirty (30) feet in width when serving as access to three (3) properly designated parking spaces as measured at the front or side corner property line. "Properly designated parking spaces" shall include spaces in a garage, carport, or on a parking pad located to the side of a dwelling and not located within the minimum front yard setback. Additional driveway width for access to a rear yard, for more than three (3) properly designated parking spaces, or for multiple-family residential developments may be reviewed by the Planning Commission as a conditional use (no fee shall be required). Residential driveways shall be designed at a width which is the minimum necessary to provide adequate access to designated parking spaces.

Suggested Motion:

Move that the Planning Commission recommend approval of the proposed amendments to the Zoning Ordinance as set forth in the April 14, 2011 staff report. Staff shall prepare an exhibit to be included as part of the appendix of Chapter 17 illustrating the "other" yard in 11-17-070(6).

Findings:

1. Provides greater opportunities for alternative forms of housing thus meeting housing goals set forth in the General Plan;
2. Clarifies and/or removes unclear and confusing terms, or references that do not exist;
3. Allows the use metal and vinyl siding on portions of structures in the OTR zone, which portions are not visible from the street;
4. Large buildings with several dwellings units (more than 6) are not compatible with the medium density residential designation in mixed use zones;
5. The Office Mixed Use area is primarily for office and commercial uses. Large high density housing projects are a primary use and should not be permitted in OMU areas;
6. The two story height and greater open space requirements are more compatible with the purposes of the RMU zone;
7. Economic environments change and often futures are uncertain. Development plan and PMP approvals in the mixed use zone should have standards related to expiration for such approvals;
8. Property owners of corner lots may not be able to locate sports courts properly without known fixed setback dimension from all property lines. The setback of 15 feet from the side corner property line is appropriate because sometimes fences for sports courts may exceed the height standards set for conventional fences, and tall fences too close to the right-of-way may negatively impact the visual quality of the streetscape;

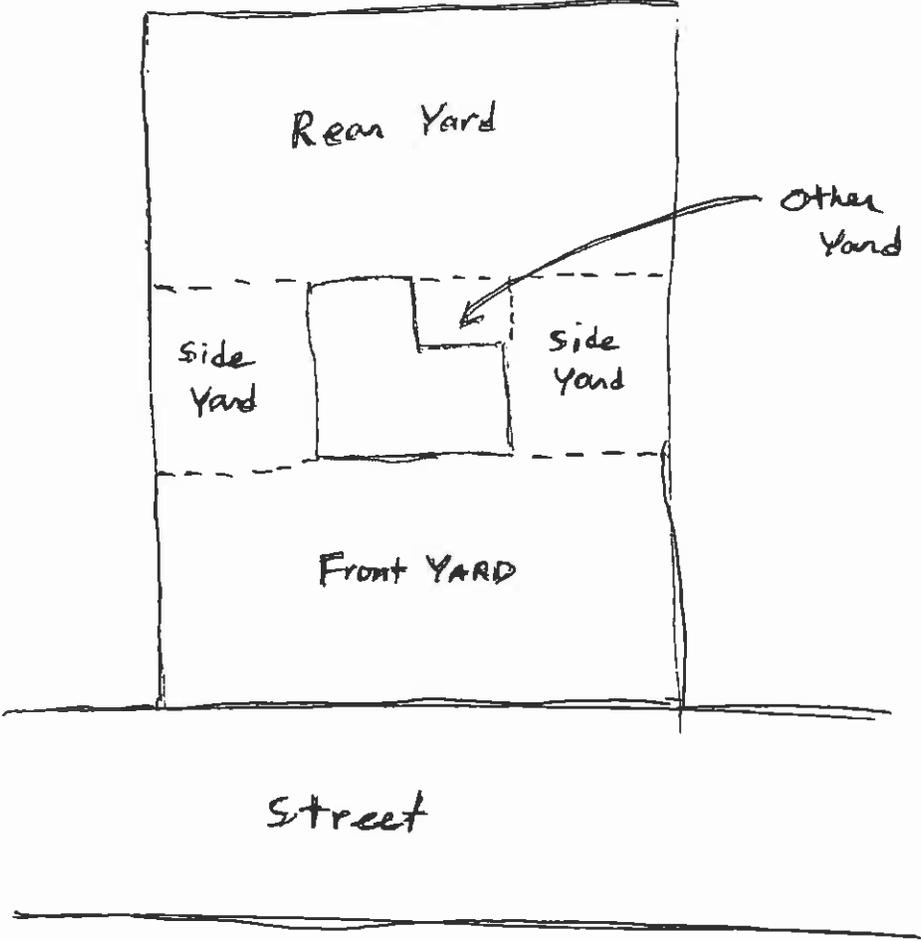
9. Approval of Sales offices in model homes have become routine in nature and the approval authority related thereto should be delegated to staff. Standards for such uses imposed by the Planning Commission in the past are set forth in the ordinance and can be easily applied by staff;
10. The practices of measuring driveway widths as set forth in the staff report makes sense and should be memorialized by ordinance.

Supplemental Information

1. Visual aid illustrating the “other yard” referenced in the amendment to 11-17-070(6).
2. Table 18.3.
3. Mixed Use Building height and Open Space Tables in Chapter 18

Applicable Ordinances

1. Title 11, Chapter 10 – Agricultural Zones
2. Title 11, Chapter 12 – Conservations Subdivision Development Standards
3. Title 11, Chapter 17 – Original Townsite Residential Zone
4. Title 11, Chapter 18 – Mixed Use Districts
5. Title 11, Chapter 28 – Supplementary and Qualifying Regulations
6. Title 11, Chapter 32 – Off Street Parking, Loading, and Access



Principal	40	10 feet, each side	10 feet, each side
Promenade	50	20 feet, each side	5 feet, each side
Neighborhood	28 to 36	6 to 8 feet, each side	8 to 10 feet, each side
Rail Access	3 to 9	3 to 8 feet, one side	0 to 3 feet
Alley	None	None	None
Pedestrian Walkway	20	10 foot trail	5 feet, each side

11-18-105 Uses

- (1) Uses allowed in the TOD area are identified in Table 18.3 – Allowable Land uses. A development parcel may have more than one main building or dwelling, however each main building shall have its own zone lot.
- (2) More than one permitted use may be located on a development parcel and within a building (refer to definitions of mixed use and development parcel).

Table 18.3 – Allowable Land Uses

Key to Allowable Uses:

P – Permitted

N – Not Permitted

Restrictions:

- (1) – Drive-up window/drop-off lane allowed only with special use review by the Planning Commission. No additional curb cut shall be added to accommodate the drive-up/drop-off lane.
 - (2) – Also see Section 11-18-108(b)(5)(iv) for provisions for buildings over 20,000 square feet.
 - (3) – Benches and bus stops are permitted, with development standards as noted in Section 11-18-111
- * Neighborhood Service Establishments: low impact retail and personal service uses such as bakery, bookstore, dry-cleaning, hair styling, pharmacy, art supply/gallery, craft store, photocopy center, corner market (w/ no gas pumps).

		Mixed-use Districts				
		RMU	OMU	GMU	TMU	OS
Residential						
	Low-density residential – single-family detached min. of 5,000 sq. ft. lot size	P	N	N	N	N
	Medium-density residential – single-family small lots and attached units such as townhomes,	P	N	P	P	N

condominiums, mansion homes, duplex, triplex, four-plex, or six-plex					
High-density residential – Condominium and apartment style	N	P	P	P	N
Artist Studio	P	P	P	P	N
Live/work Residential	P	P	P	P	N
Residential facilities for the elderly; residential facilities for the handicapped	P	P	P	P	N
Commercial	RMU	OMU	GMU	TMU	OS
Business, professional offices, outpatient medical facilities	P	P	P	P	N
Entertainment	N	N	P	P	N
Financial institutions (with the exception of non-depository institutions)	P	P	P	P	N
Fitness and recreation facilities	P	P	P	P	N
Hospitals, inpatient medical facilities	N	P	P	P	N
Lodging, limited to hotel, motel	N	P	P	P	N
Lodging - bed and breakfast	P	N	P	P	N
Neighborhood service establishments*	P ¹	P ¹	P	P ¹	N
Restaurant – fast food	P ¹	P	P	P ¹	N
Restaurant – traditional sit-down	P	P	P	P	N
Retail and Wholesale sales individual tenant use:					

- Up to 5,000 sq. ft.	P	P	P	P	N
- Greater than 5,000 sq. ft. and up to 20,000 sq. ft.	N	P	P	P	N
- Greater than 20,000 sq. ft.	N	P ²	P ²	P ²	N
Vehicle Service/convenience store (including gasoline sales but no auto repair)	N	P	P	P	N
Accessory buildings that do not in aggregate have a footprint greater than 25% of the main building(s) on a development parcel	P	P	P	P	N
Parking structure	N	P	P	P	N
Civic Uses	RMU	OMU	GMU	TMU	OS
Service and fraternal clubs and organizations, and religious institutions	P	P	P	P	N
Correctional/detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment or confinement of the mentally ill, homeless shelters, domestic violence shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer	N	N	N	N	N
Government – point of service (e.g. Library)	P	P	P	P	N
Government – no point of service; no offices dealing directly or on a limited basis with the public (e.g. public works yards, etc.)	N	N	N	N	N

Parks and Open Space	P	P	P	P	P
Schools: - Preschool, daycare - Primary, secondary, colleges, and vocational	P ¹ P	P P	P P	P P	N N
Transit and related transportation facilities – (not including benches and bus stop signs)	N	P ³	P ³	P ³	N

11-18-106 Building Form & Site Envelope Standards

The following regulations and standards establish the parameters that guide the form of building within the mixed-use districts of this chapter, including the site envelope for building placement. They direct and control the building envelope and site in regard to configuration, orientation, function, and features that define and shape the public realm. The technique of the standards is to use private buildings to define and shape the public space in a manner that promotes walkability and provides functional connections between the public space and the private buildings. The standards are designed to use a minimum level of control to meet this goal.

The Regulating Plan identifies six street types, including pedestrian walkways. Alleys are not identified on the regulating plan. The building form and site envelope standards are identified for each mixed-use district and the street types within. Standards for street types shall apply to all lots that front that street. Lots may be either a recorded building lot or a zone lot as defined in Section 11-18-103. A development parcel may have more than one zone lot. Standards will apply to the primary building on each zone lot. Lots that front more than one street shall follow the standards for the primary street, as determined by the street hierarchy. Standards for the arterial roads shall only apply to lots that directly abut Park Lane at grade and shall not apply to those portions of Park Lane and its access streets that are raised on an embankment. Lots that are adjacent to an embankment shall also have frontage on another street and will conform to the standards of the next nearest street type. These standards shall address building height, siting of the building on the lot, and other elements. Character examples may be provided to depict the context of the type and form of desirable development only, and not the actual design or architectural style of buildings. Exceptions to the standards of this section for large footprint commercial buildings over 20,000 ft² are detailed in Section 11-18-107.

- (1) Height:
 - (a) The height of the principal building is measured in stories, with the maximum height indicated in feet for the RMU and OS districts.

(b) Maximum height shall be measured to the mid-point of the roof (if a sloped roof is used) following guidelines in Section 11-2-020(14) of the Farmington City Ordinance. On flat roofs, additional parapet may be added above the maximum height for decoration and/or screening of rooftop equipment, and shall not exceed five (5) feet in height. Decorative parapet treatments in excess of five (5) feet may be approved through the development plan review process.

(c) Street wall, fencing, or landscaping heights are relative to the adjacent sidewalk, or the ground elevation when not fronting a sidewalk.

(2) Siting:

(a) Buildings shall occupy the specified area of the lot, as indicated on the site envelope standards in relation to the required building range and other applicable setbacks. The Required Building Range (RBR) shall be measured from back of sidewalk.

(b) Lot frontage percentages for corner lots shall apply to both the primary and secondary street(s). A reduction in the lot frontage percentage on the secondary street may be approved through the site plan review process.

(c) Off-street parking for vehicles shall not occupy any space located between the building and the primary street on each zone or building lot, and the secondary street where applicable for a corner lot. Parking areas located to the side of structures shall meet all building form and site envelope standards for the lot and be located a minimum of 10 feet back from the back of the adjacent sidewalk.

(d) For each zone lot that has a building associated with it, said building shall meet the lot requirements of this section. Flag lots or lots without street frontage are not permitted.

	Building Height Maximum in Stories (& Feet)	
	<i>Local Roads</i>	<i>Collector/Arterial Roads</i>
Residential MU	3 (40 feet)	3 (40 feet)
General MU	3	4
Office MU	4	6
Transit MU	6	8
Open Space MU	1 (25 feet)	1 (25 feet)

	Lot Width (in feet)			
	<i>Local Roads</i>		<i>Collector/Arterial Roads</i>	
	<i>Min</i>	<i>Max</i>	<i>Min</i>	<i>Max</i>
Residential MU	32	120	32	200 (300 for non-resid)
General MU	25	150 (250 for non-resid)	50	200 (300 for non-resid)

Office MU	25	300	50	No max
Transit MU	25	200	25	300
Open Space MU	25	No max	25	No max

	Front Required Build to Range (RBR) (in feet)			
	Local Roads		Collector/Arterial Roads	
	Min	Max	Min	Max
Residential MU	5 (10 for residential)	25	5	15
General MU	0	20	0	20
Office MU	0	20	0	20
Transit MU	0	10	0	10
Open Space MU	5	none	5	none

	Minimum Side & Rear Setbacks (in feet)			
	Local Roads		Collector/Arterial Roads	
	Side	Rear	Side	Rear
Residential MU	5	15	0 (5 for residential)	15
General MU	0	10	0	10
Office MU	5	10	0	10
Transit MU	0	5	0	0
Open Space MU	5	15	5	15

	Building Siting			
	Local Roads		Collector/Arterial Roads	
	Minimum Lot Frontage %	Minimum % of Building within Front RBR	Minimum Lot Frontage %	Minimum % of Building within Front RBR
Residential MU	50	60	60	60
General MU	50	75	60	75
Office MU	50	75	60	75
Transit MU	75	75	80	75
Open Space MU	n/a	n/a	n/a	n/a

	Open Space % Requirements (for zone lots)	
	Local Roads	Collector/Arterial Roads
Residential MU	35	25
General MU	20	10
Office MU	20	10
Transit MU	10	10
Open Space MU	n/a	n/a
Multiple-unit residential buildings that have a ground floor commercial use may have the open space		

100%
60% of 100%

	<p>requirement reduced by 10% in any district.</p> <p>Open space requirements for a planned development area or an aggregation of multiple zone lots may be reduced by up to 5% in the TMU and 10% in the other districts if the open space is aggregated in one (1) or more areas and is entirely useable open space. The aggregated open space must enhance the connection to transit facilities, plazas, or streets, or enhance the pedestrian environment, or enhance or create a public space, and remain publicly accessible. Aggregated open space must be shown and approved on a Project Master Plan (PMP).</p>
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- (3) Public Parks and Open Space
 - (a) Public parks and other public open spaces will be provided in the mixed-use districts as set forth in the city's Park Master Plan or Capital Facilities Plan. In the event a property owner works with the city to provide such public places, a credit may be received on the open space requirements as set forth herein.

11-18-107 Development Plan Review

(1) Applicability. In the OS, RMU, OMU, GMU, and TMU districts, the review procedures, standards, and criteria set forth in this section shall be applied during the development plan review process.

(2) Review. All structures shall be subject to the design criteria and development standards, and the review procedures set forth herein prior to issuance of a building permit.

(a) Review process. Review shall consist of the following three (3) phases. Review phases may be combined or eliminated by the City Planner/Zoning Administrator after consideration of a recommendation by the Community Development Director and/or City Manager.

i. Pre-submittal conference. Prior to filing an application, the applicant and the Community Development Department shall have a pre-submittal conference to discuss the application and process. Information about the proposed uses, project program, and building footprint should be provided for discussion.

ii. Schematic (concept) design phase. The architectural schematic design application shall be submitted.



Planning Commission Staff Report
April 14, 2011

Item 9: Fee in Lieu; Conservation Land Dedication

Public Hearing:	Yes
Application No.:	ZT-1-11
Property Address:	NA
General Plan Designation:	NA
Zoning Designation:	NA
Area:	NA
Number of Lots:	NA
Property Owner:	Farmington City
Agent:	Farmington City

Request: *Applicant is requesting a recommendation of approval to enact Section 11-12-068 Fee in Lieu; Conservation Land Dedication as part of Chapter 12 of the Zoning Ordinance*

Background Information

Developers of conservation subdivisions are allowed density bonuses in exchange for perpetually protected open space. However, in certain small infill subdivisions, and in other subdivisions, the City may waive some standards associated with conservation subdivisions, including but not limited to open space set asides, as per Section 11-12-065 of the Zoning Ordinance:

Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

Regarding waivers related to conservation land dedication, several weeks ago the Planning Commission recommended that the City enact more specific standards. Following the lead of the Commission and under the direction of the City Council, Dave Millhiem the City Manager asked Todd Godfrey, the City Attorney, to draft an ordinance providing a process whereby the City can accept fee in lieu of a conservation land dedication. Below is Mr. Godfrey's draft for Planning Commission consideration:

11-12-068 Fee in Lieu; Conservation Land Dedication.

- (a) In the event a proposed conservation land dedication does not, in the City's legislative discretion, produce sufficient public benefit, the City may require the payment of a fee in lieu of the dedication of conservation land. The fee to be paid to the City shall be established as follows:
- (1) The City shall establish the amount of the fee to be paid by determining the value of land of the same general characteristics as the conservation land dedication which would be required absent the application of the provisions of this section. The City's determination of value may be based on land sales data in the City's possession or reasonably available, and the basis of the City's determination shall be made available to the Applicant.
 - (2) In the event the Applicant disagrees with the City's determination of the amount of the fee in lieu, the Applicant may, at its sole expense, submit an appraisal report from a licensed and Certified General Appraiser to establish the value of the proposed conservation land dedication. The value as established in a qualifying appraisal shall be the amount of the fee in lieu of conservation land dedication.
 - (3) Any amount received by the City in lieu of conservation land dedication shall be set aside solely for open space and/or park acquisition and/or development.

Suggested Motion:

Move that the Planning Commission recommend approval of the proposed amendment to the Zoning Ordinance enacting Section 11-12-068 as set forth in the April 14, 2011 staff report.

Findings:

1. Provides a clear process to allow the City Council to approve a waiver and accept fee in lieu of conservation land dedication.

Applicable Ordinances

1. Title 11, Chapter 12 – Conservations Subdivision Development Standards

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

S U B J E C T: Past and Present Development Agreements

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report and back up information prepared by Dave Petersen.

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

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
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: David E. Petersen, Community Development Director

Date: April 22, 2011

SUBJECT: **PAST AND PRESENT DEVELOPMENT AGREEMENTS**

RECOMMENDATION

This is not an action item, but for your information only. However, any input is welcome (see background information below).

BACKGROUND

Regarding development agreements, the City's practice since the mid 1990s is to often enter into agreements with developers concurrently with subdivision approval. Moreover, a number of development agreements also exist not related to such approvals. The termination or expiration language is the same for each agreement, with few exceptions, whereby the city has the discretionary power to terminate an agreement after 3 years (and may do so before 3 years if a developer has violated City ordinances or the agreement), but the City has terminated hardly any agreements. The City entered into approximately 200 such agreements between 1994 to the present, or about 12 a year.

One must determine which requirements of each agreement have been fulfilled, or not fulfilled, and which requirements are ongoing before a recommendation can be made to the Council as to whether or not a particular agreement should remain active. This is a daunting task. It took about a week just for the Planning Secretary, Heidi Gordon, to compile the attached development agreement matrix, and Christy Alexander, the City's associate planner, took a day getting her arms around one agreement because she is not certain which items are complete, incomplete, or ongoing. And similar matrixes are planned for the hundreds of subdivisions, conditional uses, site plans, and bond agreements approved during this same time period. At this pace with 52 weeks in the year, less holidays and vacation time, it will take easily over a year for one person, full time, to complete the task (and this is not likely because each of us already has his or her own workload).

Proposed solution: we plan not eating the whole elephant at once, but moving forward as a team in consistent increments. Ken Klinker will plow through the bond agreements, which he already has a good handle on. It may be possible for someone with some institutional memory such as myself to determine which agreements can easily be terminated (hopefully this will

include a good majority). [Note: this will probably appear in a couple of large summary action items on upcoming City Council agendas]. Thereafter, staff can set a goal to say, review 5 documents a week until the job is done.

Final goals include, among other things, a concise living matrix illustrating the status of each active agreement and approval, which matrix can grow and detract in size as requirements are completed, documents are added thereto, or remain active. We have also been exploring ways to map the matrix where when one looks at the attributes of a particular parcel on the GIS it will show if said property is encumbered by an agreement or approval.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

DEVELOPMENT AGREEMENT MATRIX

GROUP	DATE	#	AGREEMENT	LENGTH OF AGREEMENT	STATUS	RECOMMENDATION	NOTES:
	2/15/2011	2011-09	Interlocal Agreement with UDOT and Neighboring Cities regarding Legacy Trail Maintenance	50 Years	Didn't go through.		
	2/15/2011	2011-08	Interlocal Agreement with Davis County regarding Construction of County Buildings.	3 Year Term.			
	1/18/2011	2011-06	Purchase and Sale Agreement-E&H Land, LTD (Lyndon Evans) for Property between Park Lane and Clark Lane.	No. Term.			
	10/6/2009	2009-61	Shreya Management (Dhmarshah Ahir) (Hampton Inn) Agreement regarding incentives for locating in Farmington.	12/31/2010			
	12/15/2009	2009-78	F. J. Parker Settlement Agreement	No. Term.			

	4/21/2009	2009-25	Nicholl's Nook Development Agreement & Pioneering Agreement (Rod Griffin)	5 Year Term.			
	1/20/2009	2009-02	Development Agreement for North Main Street Church Subdivision.	6 Year Term.			
	8/19/2008	2008-36	Development Agreement for Meadow View Subdivision.	N/A	Didn't go through.		
	12/11/2007	2007-88	Brian Crockett Agreement-Street lighting and turnaround on Bella Vista Drive	5/1/2008			
	12/11/2007	2007-89	Agreement with Nate Shipp (Palmer Est.) for sale of 5,530 sq.ft. of property.		Never drafted/signed.		
	11/20/2007	2007-81	The Village at Old Farm Development Agreement (Gardner Development)	7 Year Term.			

	7/31/2007	2007-67	Farminglton Meadows Reimbursement Agreement and Development Agreement (The Boyer Co. & Woodside)	3 Year Term.			
	4/17/2007	2007-30	Development Agreement for the Willow Creek Subd. (Guy Haskell)	5 Year Term.			
	2/6/2007	2007-08	Easement Encroachment Agreement- Bureau of Reclamation and Symphony Homes (Chestnut EsL.PUD)				
	2/6/2007	2007-09	Spring creek Subd. Development Agreement, Improvements Agreement, Phase #1 & Improvements Agreement, Phase #2 (Escrow Form) (SLI Commercial Real Estate Company.				
	11/21/2006	2006-57	Reagan Outdoor Advertising "Agreement on Conditions of Special Exception for Sign Relocation"				
	6/18/2003	2003-30	Agreement with Somersel Homeowners Association pertaining to Open Space Maintenance.	No. Term.			

	10/2/2002	2002-28	Development Agreement for Oakwood Estates Phase II Subd.	6 Year Term.			
	11/20/2002	2002-35	Gene and Rebecca Mann agreement and easement.	No. Term.			
	4/18/2001	2001-17	Hughes Farm Development Agreement and Associated Agreements (Jonathan and Constance Hughes).	6 Year Term.			
	12/13/2000	2000-60	Farrell Humphreys/Glade L. Burgon Sidewalk Agreement (1800 North).	No. Term.			
	1/24/2001	2001-04	Ray Wilcox/Ray K. Fadel/Farminglton City- Construction of Street at 120 East.	No. Term.			
	10/4/2000	2000-47	Memorandum of Agreement- Rock Manor Trust and George K. Fadel Regarding conveyance of detention basin to City.	No. Term.			

	7/5/2000	2000-31	Agreement between Don C. Hokanson, Milo K. Kirkham, Merrill Law and Lois Taylor regarding annexation of property east of 300 East and 100 North.	No. Term.			
	3/1/2000	2000-13	Oakridge Country Club Storm Water and Water Runoff Agreement.	No. Term.			
	2/2/2000	2000-06	David DeCoursey Agreement with Farmington City regarding relocation of FAPID irrigation pipeline on North Compton Rd.	No. Term.			
	10/20/1999	1999-51	Shepar Pointe II Office Condominiums Development Agreement (David Fieldsted)	2 Year Term.			
	8/4/1999	1999-42	UDOT/City Agreement associated with line relocation by UDOT at Cherry Hill Interchange.	No. Term.			
	7/7/1999	1999-36	Development Agreement between Smith Brubaker Haacke & Perry & Associates- Cave Hollow, Plat K	2 Year Term.			

	12/22/1998	1998-46	Steve and Becky Dragon Agreement (real property located at 92 South 300 West)				
	1/21/1998	1998-4	Howard Estates Subdivision Development Agreement (aka Forest Glen Subd.) and Public Improvements Extension Agreement (KWH, LLC)	No. Term.			
	4/17/1996	1996-18	E.V. Development Co. (Harley Evans) County Cornerstone Subd.				
	4/3/1996	1996-13	Smool Properties Development Agreement				
	1/17/1995	1995-54	1995 Riverway Enhancement Project Agreement.				
	7/5/1995	1995-21	Lagoon Exchange Agreement (Billboard relocation)				

	3/2/1995	1995-09	Land Exchange-George Fadel/Farminglton city - 1470 South Street				
	11/2/1994	1994-40	Rawl Rice, et al. Storm Sewer Easement and Agreement				
	9/14/1994	1994-33	George Haddad Agreement (Mountainside Subdivision)				
	6/2/1994	1994-19	Steed Creek Limited Partnership (Quantronix)				
	3/2/1994	1994-08	Orchard Developers (Ridgepoint Subdivision) Development Agreements.				
	2/2/1994	1994-03	Pointe of View Development Agreements				

A	8/21/1996	1996-28	Master Development Agreement (Farmington Preserve Project) - Prows, Becknell & Alles				
A2	4/30/1997	1997-20	Development Agreement - Shepard's Creek Homes - (Peter S. Cooke - PSC Development Co.)	5 Year Term.			
A3	11/18/1998	1998-43	Development Agreement for Lot 2 of the Farmington Preserve Northwest Subd. & Second Amendment to Governing Documents for Farmington Preserve project.	No. Term.			
A4	5/19/1999	1999-31	Prows, Becknell & Alles Agreement to defer payment for Traffic signal at Shepard Creek Pkwy. And Shepard Lane.	No. Term.			
A5	3/21/2001	2001-14	Rose Cove Senior Apts. Development Agreement & Improvement Agreement	10 Year Term.			
A6	4/4/2001	2001-15	Third Amendment and Release of Certain Governing Documents - Farmington Preserve Project.				

A7	6/12/2002	2002-14	Preliminary Development Agreement for Parcel C of the Shepard Creek Southwest Subdivision	No. Term.			
A8	2/5/2003	2003-05	Improvement Agreement-Prows, Becknell & Allies- Farmington Preserve Installation of Storm Sewer Extension at south end of Shepard Creek Pkwy.				
A9	2/16/2005	2005-13	Garbell Homes- Maintenance, parking and trail agreements. (Farmington Crossing)				
A10	3/24/2005	2005-24	Consent Agreement-PSC, Estates at Shepard Creek; The Homes at Shepard Creek, Kowboy Partners, Garbell Homes, et al (Kent Buie)				
A11	11/7/2005	2005-69	Title Exchange for parcels of Farmington Crossing on Spring Creek Pond.				
A12	3/15/2006	2006-12	Farmington Crossing on Spring Creek Pond - 2nd supplement to CC&R's.				

A13	5/15/2007	2007-45	Fourth Amendment of Certain Governing Documents Farmington Preserve Project.	No. Term.			
A14	9/4/2007	2007-73	Farmington Crossing on Spring Creek Pond (Garbett Homes) - (1) Amendment No. 1 to Development Agreement; (2) License Agreement and (3) Service and Maintenance Agreement.				
A15	9/9/2009	2009-56	Agreement and Escrow Instruction Re: Perimeter Trail Improvements (Prows, Peter Cooke, Kent Bule, Bryson Garbell - Shepards Creek)	No. Term.	Never drafted/signed.		
A16	12/29/2009	2009-79	Residential Zone Owners Association (RZOA) - Common Area Agreement				
A17	3/22/2010	2010-30	UDOT - Realignment of Perimeter Trail Adjacent to the Farmington Preserve Project.	No. Term.			
B1	4/19/1995	1995-14	Candland Olsen Supplemental Agreement.				

B2	1/22/1997	1997-08	Candland Olsen & Alice Olsen/City Agreement.				
B3	9/15/1999	1999-47	Development Agreement & Improvements Agreement for Farmington Creek Estates, Phase II (PUD) - Candland Olsen.	No. Term.			
B4	6/21/2000	2000-29	Agreements related to Farming. Creek Est. Subd. (Agreement #99-47) pertaining to acquisition of 1100 W. street right-of-way w/ the following owners: Griffin, Bangert/Lakeview Property,LLC. & Nelson	No. Term.			
B5	1/7/2004	2004-02	Amendment No. 2 to Development Agreement for Farmington Creek Estates, Phase II (PUD)	No. Term.			
B6	3/16/2005	2005-18	(1)Acceptance of Farming.Creek Est. Development Agreement Assignment to Blakewood LLC from Candland Olsen & (2) Amendment No. 5 to Dvlpmt. Agreement between City & Blakewood LLC.	No. Term.	Candland never signed.		
B7	8/1/2006	2006-44	Agreements w/ Blakewood Dvlpmt. & UTA pertaining to ext. of culinary water line across UTA right of way (Blake Matthews)	1 Year Term.			

B8	3/24/2009	2009-13	Wilding Engineering/Davis County/Farmington City Agreements for Flood Plain Study in W. Farmington (500 South 1100 West)	No. Term.			
B9	9/7/2010	2010-56	Agreement with Blake Matthews, Wilding Engineering re:Collection of fees for LOMR (Letter of Map Revision) Study in Farmington Creek Est. Subd.				
C1	12/4/1996	1996-34	Jay Parker Annexation Agreement (7.02 acres north of Lund Lane)				
C2	5/2/1997	1997-19	Amendment to Annexation Agreement Jay Parker, et al				
D1	12/13/1995	1995-52	Lease Agreement - Dr. Neil Welling - 47 West 100 North				
D2	10/22/1997	1997-34	Lease Agreement - H. Neil Welling & Carolyn O. Welling - 47 West 100 North				

D3	12/9/1998	1998-44	Neil H. Welling Lease Agreement				
D4	1/19/2000	2000-02	N. Neil Welling Lease Agreement				
D5	11/17/2004	2004-58	Neil & Carolyn Welling Lease Agreement (100 North 50 West Property)				
E1	3/5/1997	1997--11	Agreement for Sale & Purchase of Real Property & Divpm. & related Agreements w/ High Desert Properties/Fieldstone(Oakridge Park) (John Lingard/Frank McCullough)				
E2	3/5/1997	1997--12	Four-Way Agreement between Cily/Potter- Ranches/High Desert Properties/LDS Church.				
E3	1/7/1998	1998-02	GMW Development (Fairways at Oakridge - Gary Wright)				

E4	6/17/1998	1998-25	Settlement Agreement between Fieldstone Partners, Inc., (Mike Stewart) and Farmington City.			
F1	3/4/1998	1998-10	Excavation Permit Agreement - 1400 North St. - Shepard Heights Subd. - Johnson & Preston Investments, Creekside LLC, KFP Corporation - Developer			
F2	5/20/1998	1998-24	Shepard Heights Dvlpmt. & Assoc. Agrmnts. -Excavation Permit Agrmnt. for Preliminary Grading Const. "B" agreements between City & Bean & Creekside land Dvlpmt. X-Ref Agmt. 98-32 & 98-39			
F3	8/20/1998	1998-32	Subd. Agmt. -Shepard Heights subd. (Creekside Dvlpmt. Johnson & Preston Dvlpmt. & KFP Corp) w/ Weber Basin Water Conservancy Dist. & Farmington City. Cross ref. Agreement 98-24 & 98-39			
F4	1/19/2000	2000-05	Supplemental Agreement with Creekside Land Development (Chris Haertel)			
F5	2/6/2000	2000-11	FAPID, Compton Pointe LLC, Curtis and Carol Vernon and Farmington City Agreement for pipeline realignment on North Compton Rd.			

F6	4/18/2001	2001-16	Davis County Agreement to Complete North end of Compton Road (Preston)				
F7	4/18/2001	2001-20	Shepard Heights Amended Plat (Creekside Development LLC-Chris Heartel and Steve Brandley)				
F8	3/16/2005	2005-22	Agreement of Accord and Satisfaction and Release-Creekside land Development (Shepard Heights Subdivision-Chris Heartel & Stephen Brandley)				
G1	2/2/1994	1994-03	Pointe of View Development Agreements				
G2	8/5/1998	1998-28	Point of View - Second Amendment to Agreement				
H1	4/21/1999	1999-18	UDOT/City/FAPID Agreement for SR-89 & SR 272 - Cherry Hill Interchange [HDP-9124(003)]				

H2	5/5/1999	1999-20	Agreement between UDOT & City Pertaining to Cherry Hill Interchange - Water Improvements Betterments.				
H3	5/2/1999	1999-21	Agreement between UDOT & City pertaining to Cherry Hill Interchange- Lighting & Vinyl Fencing Betterments/Clarification of Maintenance Responsibilities.				
H4	7/10/2002	2002-16	UDOT - Landscaping and Historic House Grounds Restoration Agreement (Cherry Hill Interchange).				
H5	7/7/2004	2004-36	House Rental Lease Agreement with Kahlryn Fenlon for rental of Red Brick Home at 1787 North Main Street.				
I1	2/1/1998	1998-8	Development Agreement for Creekside PUD.				
I2	8/4/1999	1999-41	Amendment to Development Agreement between City and Davis Creek, LLC.				

J1	8/4/1999	1999-45	Indemnification Agreement with Golden Meadows Properties and Palladian homes (Charles Akerlow & Neuman C. Pelly) - Farmington Greens Subdivision.				
J2	5/3/2000	2000-22	Farmington Greens Development Agreement (Wayne Pelly) (176 lots Planned Unit Development in West Farmington)				
J3	7/19/2000	2000-33	Agreement with Union Pacific Railroad regarding Water Pipeline Crossing of Railroad at Mile Post 799.40 (1525 West) (Farmington Ranches/Farmington Greens Dvlpmnts.-Claims, Inc.)				
J4	2/7/2008	2001-08	Real Estate Purchase and Sales Agreement - (ZMG Reservoir Site - Lynn Stoddard)				
J5	9/4/2002	2002-23	Amendment No. 1 to Farmington Greens (PUD) Development Agreement (See Agreement No.2000-22)				
J6	12/4/2002	2002-36	Reimbursement Agreement with Claim, Inc. (Farmington Greens) (See file 2000-22.) Amended Reimbursement Agreement, dated Sept. 24, 2002				

J7	2/15/2006	2006-08	Amendment No. 2 to Farmington Greens (PUD) Development Agreement.				
J8	3/6/2007	2007-21	Easement Encroachment Agreements with U.S. Bureau of Reclamation Weber Basin walrer, PCI #1, LLC pertaining to Farmington Greens, Phase 2A Subdivision.				
J9	3/31/2009	2009-18	M.C. Green & Sons - Agreement regarding fees for Farmington Greens Phase 2B.				
J10	8/4/2009	2009-48	Release of reimbursement Agreement and Amended Reimbursement Agreement (Claims, Inc. PCI #1)				
K1	10/4/1995	1995-35	Cory Ritz Property Agreement				
K2	12/2/1999	1999-57	Cory & Heidi Ritz Agreement				

L1	3/18/1998	1998-13	Development and Bond Agreements for Antique Mall (46 North 100 East) - Kent and Tracey Meyer.				
L2	3/15/2000	2000-16	Agreement to vacat cross parking easements on Jenkins Site - State Board of Vocational Education, Gordon A. Pace, Kent Meyer, Jay Jenkins.				
L3	6/21/2000	2000-27	United States Postal Service Agreement for purchase of property for construction of a new Post Office.				
M1	5/3/2000	2000-23	Farmington Ranches Development Agreement (The Boyer Company) - 540 lots in West Farmington.				
M2	7/19/2000	2000-33	Agreement with Union Pacific Railroad regarding Water Pipeline Crossing of Railroad at Mile Post 799.40 (1525 West) (Farmington Ranches/Farmington Greens Dvpmnts.-Claims, Inc.)				
M3	2/7/2001	2001-08	Real Estate Purchase and Sales Agreement - (2MG Reservoir Site - Lynn Stoddard)				

M4	12/3/2003	2003-59	Farmington Ranches - Corrected Legal Description & Project Map for Amendment No. 2 to Farmington Ranches Development Agreement & Notice of Corrected Use Map & Maint. Plan for Farmington Ranches <i>Sheet: Corrected Easement</i>				
M5	5/5/2004	2004-30	Farmington Ranches East Subdivision				
M6	11/20/2007	2007-79	We Five (Wayne Freckleton) Agreement for 1075 West and Main Street (SR-106)	5/15/2008			
M7	11/20/2007	2007-80	Boyer Wheeler Farm Agreement regarding advancement of cash for installing main water line toward 1525 West (Freckleton property)				
M8	4/15/2008	2008-16	Neighborhood Park Agreement with Farmington Ranches Homeowners Association				
M9	4/15/2008	2008-17	Amendment #3 to Farmington Ranches Development Agreement.				

N1	10/4/2000	2000-50	Agreement regarding Stoneybrook Subdivision water flows - Roy Love Tom Owens and City (not signed)				
N2	5/15/2001	2001-26	Love/Owens/Haugen/City - Street dedication behind Stoneybrook Subd.				
O1	8/16/2000	2000-37	Development Agreement for hidden Meadows Subd. (approximately 1300 North Main Street) Chris Martineau.				
O2	12/6/2000	2000-57	Hidden Meadows Agreement (Shadow Ridge Development) - Chris Martineau				
O3	11/6/2002	2002-33	Open Space Easement Agreement with Shepard Ridge Enterprises.				
O4	1/4/2006	2006-03	Development Agreement for Phase II Hidden Meaws Subdivision (Chris Martineau)	Completed in 3 Yrs.			

P1	6/7/2000	2000-26	Hughes Estates (USDS) Development & Improvements Agreements (USDS Development Group) and Improvement Agreement (Escrow Deposit Form).				
P2	7/11/2001	2001-41	Hughes Estates Settlement Agreement (Doug Allen).				
Q1	9/17/2003	2003-49	Tuscany Cove Development Agreement (Cross Reference Deeds 2004-09).				
Q2	12/3/2003	2003-57	Agreement between Farmington City, Patriot Capital Residential (Tuscany Cove) Olive Lenox, Ralph Wilcox, John Stephen White.				
R1	12/3/2003	2003-58	Amendment No. 1 to Interlocal Cooperation Agreement between Centerville City and Farmington City.				
S1	4/7/2004	2004-18	Development Agreement for Miller Meadows Subdivision (Randy Rigby) (See Amendment No. 1 2005-27).				

S2	4/6/2005	2005-27	Amendment No. 1 to Development Agreement for the Miller Meadows Subdivision (See Development Agreement 2004-18).				
T1	4/7/2004	2004-17	Development Agreement for the Hunters Creek Subdivision.				
T2	7/7/2004	2004-38	Assumption of Risk Agreement with Woodside Homes (Hunters Creek).				
T3	2/16/2005	2005-08	Woodside Homes Road Agreement (Hunters Creek Subdivision - Nate Pugsley).				
T4	3/24/2005	2005-25	Assumption of Risk Agreement with Hunters Creek (Woodside homes).				
T5	12/14/2005	2005-79	Woodside Hunters Creek/SLI Commercial Real Estate Company Reimbursement Agreement (Howard Kent)				

T6	3/6/2007	2007-23	Spring Creek/Hunters Creek Subdivision Improvements and Reimbursement Agreement (SLI Commercial Real Estate Co./Woodside).				
U1	6/16/2004	2004-34	Agreement with Kilgore Paving for street resurfacing and road maintenance for FY 2005 Class "C" Road Maintenance.				
U2	9/15/2004	2004-54	Interlocal cooperation Agreement between Farmington city and Fruit Heights City (Deer Crest Subdivision).				
V1	6/18/2005	2005-41	Inter-local Cooperation Agreement between Farmington City and Davis School District (Bus Compound Property) (See Agreement 2009-50).				
V2	8/4/2009	2009-50	Addendum to Davis School District Future High School site (Original Agr. 2005-41).				
W1	10/19/2005	2005-65	Jeff Smith Agreement pertaining to street dedication West of I-15 and South of Glover's Lane.				

W2	12/14/2005	2005-80	Public Improvements Reimbursement Agreement (Pioneering Agreement) with Jeff Smith (Ken Hardy's Property).				
X1	12/14/2005	2005--79	Woodside Hunters Creek/SLI Commercial Real Estate Company Reimbursement Agreement (Howard Kent)				
X2	2/6/2007	2007-09	Spring Creek Subdivision Development Agreement, Improvements Agreement, Phase #1 & Improvements Agreement, Phase #2 (Escrow Form) (SLI Commercial Real Estate Company).				
X3	3/6/2007	2007-23	Spring Creek/Hunters Creek Subdivision Improvements and Reimbursement Agreement (SLI Commercial Real Estate Co./Woodside).				
X4	11/20/2007	2007-83	Real Estate Purchase and Sales Agreement with Heber South Towne, LLC. (Howard Kent).				
X5	5/4/2010	2010-25	First Amendment to Spring Creek Development Agreement.				

Y1	7/20/2005	2005-48	Silverwood Subdivision (Ivory Homes) Public Improvements Agreement; Public Improvements Extension and Reimbursement Agreement (See Deeds/Easements 2005-09).				
Y2	1/18/2006	2006-05	Development Agreement with Silverwood Subdivision, Phase II (Frank Ivory).	Completed in 3 Yrs.			
Y3	4/19/2006	2006-21	Assumption of Risk (Road) Agreement with Silverwood Subdivision (Gary Wright).				
Z1	12/31/2001	2001-62	Stonebridge Group, LLC (Rich Haws) re:annexation of property in west Farmington (477 acres for commercial development).				
Z2	1/24/2007	2007-06	Local Government Contract (UDOT) for Engineering Services for "Road to the North" (Station Park) with CRS Engineers.				
Z3	10/7/2008	2008-44	"Road to the North" Agreement between City and Station Park (CenterCal Properties).				

Z4	3/17/2009	2009-10	Escrow and Exchange Agreement between the City and Rich Haws Pertaining to Acquisition of Street Right of Way for "Road to the North" (Stallon Parkway).				
Z5	11/17/2009	2009-68	First Amendment to The Road Agreements (The Haws Companies).				
Z6	12/1/2009	2009-74	Real Estate Dedication and Acquisition Agreement - The C Limited Partnership (Dean Cook).				
Z7	4/20/2010	2010-24	Second Amendment to Road Agreements - The Haws Companies.				
Z8	8/3/2010	2010-46	Station Parkway Cooperative Agreement with UDOT (Proposed Park Lane Access for Station Parkway right turn lane Agreement at four-way intersection of SR-225).				
AA	3/1/2006	2006-11	The Steep Place Development Agreement	Completed in 5 Yrs.			

AA2	2/20/2007	2007-15	Amendment No. 1 to Development Agreement for The Steed Place Planned Unit Development (PUD).				
AB	2/6/2007	2007-11	Development Agreement with CenterCal Properties, LLC, for development of Station Park (The Shops at Park Lane).				
AB2	4/17/2007	2007-27	Reimbursement Agreement with Station Park CenterCal, LLC, for storm sewer study.				
AB3	5/1/2007	2007-41	Amendment No. 1 to Station Park CenterCal reimbursement Agreement for Storm Sewer Study.				
AB4	5/15/2007	2007-46	Amendment No. 2 to Station park CenterCal Reimbursement Agreement for Storm Sewer Study.				
AB5	4/15/2008	2008-18	UDOT Agreement related to reimbursement for restriping of Park Lane.				

AB6	4/15/2008	2008-19	Reimbursement Agreement with CenterCal for restriping of Park Lane.				
AB7	9/2/2008	2008-38	Boundary Agreement and Declaration with CenterCal and City.				
AB8	9/2/2008	2008-39	Temporary Easement Agreement between Station Park CenterCal and City.				
AB9	10/7/2008	2008-45	Amendment No.3 to Development Agreement Station Park (CenterCal Properties).				
AB10	3/24/2009	2009-12	Bureau of Reclamation/Weber Basin/CenterCal Properties Agreement to stipulate to the Release of Easements & Abandonment of Land Drain (Station Park)				
AB11	6/23/2009	2009-38	Lease Agreement with CenterCal Properties for old City Shop Building.				

AB12	9/7/2010	2010-57	Sunrise Engineering Building Inspector/Plan Check Services pertaining to Station Park Development.				
AB13	9/7/2010	2010-58	Agreement with CenterCal Properties regarding Clark Lane re-surfacing.				
AB14	11/2/2010	2010-67	First Amendment to Development Agreement for Station Park.				
AC1	4/1/9/2006	2006-20	Development Agreement for Rice Farms Estates Planned Unit Development (Jerry Preston/Glen Rice).				
AC2	4/17/2007	2007-29	Rice Farms Estates Reimbursement Agreement (Jerry Preston).				
AD1	5/1/2007	2007-40	Danville Land Investments - boundary line adjustments - 1525 West & UTA right of way (See Agreement 2007- 50).				

AD2	6/5/2007	2007-50	Danville Land Investments (Woodside Homes) Agreement to Exchange Title & Notice of Approval of Exchange of Title.				
AD3	8/7/2007	2007-70	Farminglton Hollow Development Agreement (Woodside Homes) & Improvements & Reimbursement Agreement.				
AE1	11/20/2007	2007-83	Real Estate Purchase and Sales Agreement with Heber South Towne, LLC. (Howard Kent).	6/13/2008			
AE2	11/20/2007	2007-84	Property Exchange and Development Agreement for the Canyon Park Subdivision (Larry Haugen property/Brady Hall/Terry Deru).	Completed in 7 Yrs.			
AF1	1/22/2008	2008-05	Cooper-Roberts-Simonsen Associates Agreement for amendments to Downtown Master Plan.				
AF2	5/6/2008	2008-20	Cooper-Roberts-Simonsen Associates (CRSA) Agreement for Farmington City Hall Site Planning.				

AF3	6/3/2008	2008-26	Cooper-Roberts-Simonsen Associates (CRSA) - Planning Services for TOD Area (Ron Martinez).				
AF4	7/7/2009	2009-40	Letter of Agreement with Soren Simonsen for professional services for Site Plan Architectural Review Committee (SPARC).				
AG	12/1/2007	2007-87	Tuscany Village Development Agreement (Brock Johnson, JMR Holdings - Rainey Homes).				
AG2	10/21/2008	2008-46	Improvements and Reimbursement Agreement for Tuscany Village PUD & Pioneering Agreement for Tuscany Village PUD & Maintenance Bond for Traffic Light.				
AH	2/2/2010	2010-05	Development Agreement for Park Lane Commons and Project Master Plan - The Haws Companies.				
AH2	2/2/2010	2010-06	Development Agreement for Park Lane Village - The Haws Companies.				

AH3	4/20/2010	2010-21	First Amendment to the Development Agreement for Park Lane Village.				
AH4	6/15/2010	2010-36	Park Lane Commons Development Agreement.				
AH5	6/15/2010	2010-39	Development Agreement for Park Lane Village.				
AH6	8/3/2010	2010-53	Amendment of ROW Agreement and Encroachment Agreement Pioneer Pipeline (Conoco Phillips) - Farmington Square Development - Rich Haws.				
AH7	8/17/2010	2010-54	Park Lane Village Building Permit Letter of Agreement (Ernie Willmore).				
AH8	2/15/2011	2011-10	Interlocal Agreement with UDOT for Segment One of the Park Lane Village Trail.				

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

SUBJECT: City Manager Report

1. Upcoming Agenda Items

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

Upcoming Agenda Items

May 17, 2011 - Staff Reports Due: May 6th

Davis County Commissioners will be attending Work Session

Action Items:

- Approval of Resolution to Consider Boundary Adjustment with Fruit Heights
- Expansion of Rocky Mtn Power Substation
- Approval of Minutes of Previous Meetings

Summary Action Items:

- Miscellaneous Sign Ordinance Amendments
- Miscellaneous Zone and Subdivision Text Changes
- Retail Fireworks Ordinance
- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists

Discussion Items:

- Foot Bridge Repair West 969 No Compton (List under New Business)
- Discussion regarding Status of Development Agreements, Plat Recordings, etc.
- Mayor & City Council Reports

CITY COUNCIL AGENDA

For Council Meeting:
May 3, 2011

SUBJECT: Mayor Harbertson & City Council Reports

To be given at Council meeting.

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