

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

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, May 20, 2014, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summary for Planning Commission held May 8, 2014

PUBLIC HEARINGS:

7:10 Zoning Map Amendment for Future Ben Leaver Office Site

7:20 The Haws Companies (THC) Zone Change, PMP, Development Agreement and Zone Text Change Applications

SUMMARY ACTION:

9:20 Minute Motion Approving Summary Action List

1. Approval of Minutes from May 6, 2014
2. Westwood Cove Subdivision Improvements Agreement
3. Public Works Building Expansion Agreement
4. Park Lane Waterline Reconstruction Project
5. 450 South Sidewalk Improvements
6. Resolution Amending Chapter 9 of the Personnel Policies and Procedures
7. Kaysville Boundary Adjustment

GOVERNING BODY REPORTS:

9:25 City Manager Report

1. Police and Fire Monthly Activity Reports for April

9:30 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session to discuss the character and competence of an individual.

DATED this 16th day of May, 2014.

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 20, 2014

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Manager Dave Millheim give the invocation/opening comments to the meeting and it is requested that City Council Member Cory Ritz 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 20, 2014

S U B J E C T: Executive Summary for Planning Commission held May 8, 2014

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate Planner
Date: May 9, 2014
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON May 8, 2014

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on May 8, 2014 [note: five commissioners attended the meeting— Acting Chairman Mack McDonald, Kris Kaufmann, Heather Barnum, Rebecca Wayment, and Kent Hinckley; excused commissioners were Bret Anderson, Michael Nilson and Karolyn Lehn

Item #3 – Norm Frost/Ovation Homes – Applicant is requesting a recommendation for Final Plat approval for the proposed Farmington Hollow and The Cottages at Farmington Hollow Conservation Subdivisions consisting of 67 lots on 23.5 acres located at approximately 1350 West and 1800 North in an LR Zone. (A-2-13; S-18-13)

Voted to recommend this item for approval as written in the staff report with the added conditions as follows:

6 – Applicant must show an access and maintenance easement for Haight Creek on the plat;

7- Applicant must address any issues Davis County Flood Control may have with discharge from detention into Haight Creek.

Vote: 5-0

Item #4 – Farmington City (Public Hearing) – Applicant is requesting a recommendation for approval of a zone change on property (7400 s.f.) located at approximately 1450 North and 1075 West from an LS (Large Suburban) to an R-4 Zone. (Z-1-14)

Voted to recommend this item for approval as written in the staff report.

Item #5 – Jared Darger (Public Hearing) – Applicant is requesting site plan and conditional use permit approval for a contractor yard on 12.4 acres of property located at approximately 650 West and 1300 South in the LM&B Zone. (SP-1-14)

Voted to approve this item as written in the staff report with the added condition as follows:

6 – Applicant shall screen the storage site through the use of a 6' high fence on the landscaped berm and 8' around the remaining perimeter and the fence must be opaque.

Vote: 5-0

Item #6 – Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance by modifying Chapter 18 (Mixed Use Districts) regarding housing for the elderly, assisted living, and/or similar uses. (ZT-5-14)

Voted to recommend this item for approval as written in the staff report.

Item #7 – Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance by modifying Chapter 43 regarding a conservation recreation wildlife and waterfowl refuge and park overlay zone, and amending the zoning map to show this overlay zone in the western portions of the City in the vicinity of the Great Salt Lake and/or sovereign lands. (ZT-6-14)

Voted to remove this item from the agenda because the applicant is modifying its request based on legal council and this will be back on the May 22 PC Agenda.

Item #8 - Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Subdivision Ordinance by modifying the definition of flag lots. (ZT-4-14)

Voted to recommend this item for approval as written in the staff report with changes in the language to several of the design requirements as follows:

d. The front yard shall be determined and approved by the zoning administrator at the time of building permit.

k. The access drive shall be at least 20' wide and no greater than a 14% grade.

l. The access drive must have a minimum of 4' wide landscaped yard along both sides when there are no abutting stems, in which case both of the outside edge of the abutting stems must have a 4' landscape strip.

Vote: 5-0

Item #9 - Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance by modifying Chapter 12 regarding Conservation Subdivisions. (ZT-3-14)

The Commission continued this item to 5-22 because of the size of the text change.

Vote: 5-0

Item #10 - Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance by modifying the definition of adaptive reuse to include certain commercial uses. (ZT-2-14)

Voted to recommend this item for denial based on the following findings:

- 1- The amendment would benefit only one use and one user and was crafted specifically to this end.*
- 2- A U-Haul business is compatible with the historic district.*
- 3- Historic Preservation is not necessary as a tool because these provisions are already in place.*

Vote: 4-1 with Kris Kaufman being the lone dissenting vote.

Item #11 – Miscellaneous, correspondence, etc.

- a. Review of The Haws Company proposal for 3 pylon signs as part of a Development Agreement.

Voted to recommend approval of sign package with 2 pylon signs as part of the Development Agreement at 55' from grade as measured at the base of the sign (or approximately 40' in height from the grade of the freeway) with the following conditions:

- 1 – One sign needs to be filled before the second is erected;*
- 2 – The width of the sign will be determined concurrently with first development plan review within the project.*
- 3 - If due to easements or some other unforeseen circumstances, the sign is relocated to a different site than presented by the developer then it will come back to the Planning Commission for a recommendation on the new location.*

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
May 20, 2014

PUBLIC HEARING: Request for Zoning Map Amendment Future Ben Leaver
Office Site

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council rezone the property from LS (Large Suburban) to R-4 as requested.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



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MAYOR

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JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: May 20, 2014
SUBJECT: **Request for Zoning Map Amendment Future Ben Leaver Office Site**

RECOMMENDATION

1. Hold a Public Hearing;
2. Move that the City Council rezone the property from LS (Large Suburban) to R-4 as requested.

Findings for Approval:

1. The proposed rezone is consistent with the General Plan;
2. It will allow Dr. Leaver the highest and best use of his (future) property and is beneficial to the City because we can sell this oddly shaped parcel to someone who can use it.
3. The intended use of commercial makes sense here as it is on the General Plan to be as such and is near existing office space.

BACKGROUND

The City initially obtained the property for purposes of a second fire station; with the widening and realignment of US 89, this parcel became a remnant piece that was difficult to develop for that use. Dr. Ben Leaver is in negotiations with the City to purchase the property to build a dental office on the southerly parcel which is already zoned R-4 (Multi Family Residential). On February 20th, Dr. Leaver has already received approval from the Board of Adjustments for a variance that allows for flexibility of the setbacks (due to the unusual shape of the parcels) and has also received site plan/conditional use approval to build his dental office at the March 6th Planning Commission. Part of the site plan proposes a parking lot that will utilize a portion of the northerly parcel. However, the parcel is currently zoned LS (Large Suburban) and needs to be zoned R-4 so that the applicant can build his parking lot and the two parcels will have the same zoning attached to them. The proposed rezone is consistent with both the General Plan and the Zoning Map and is necessary for the applicant to develop the land as was proposed and approved by the Planning Commission in March.

SUPPLEMENTAL INFORMATION

1. Vicinity Map
2. Site Plan
3. Zoning Map
4. General Plan

Respectfully Submitted

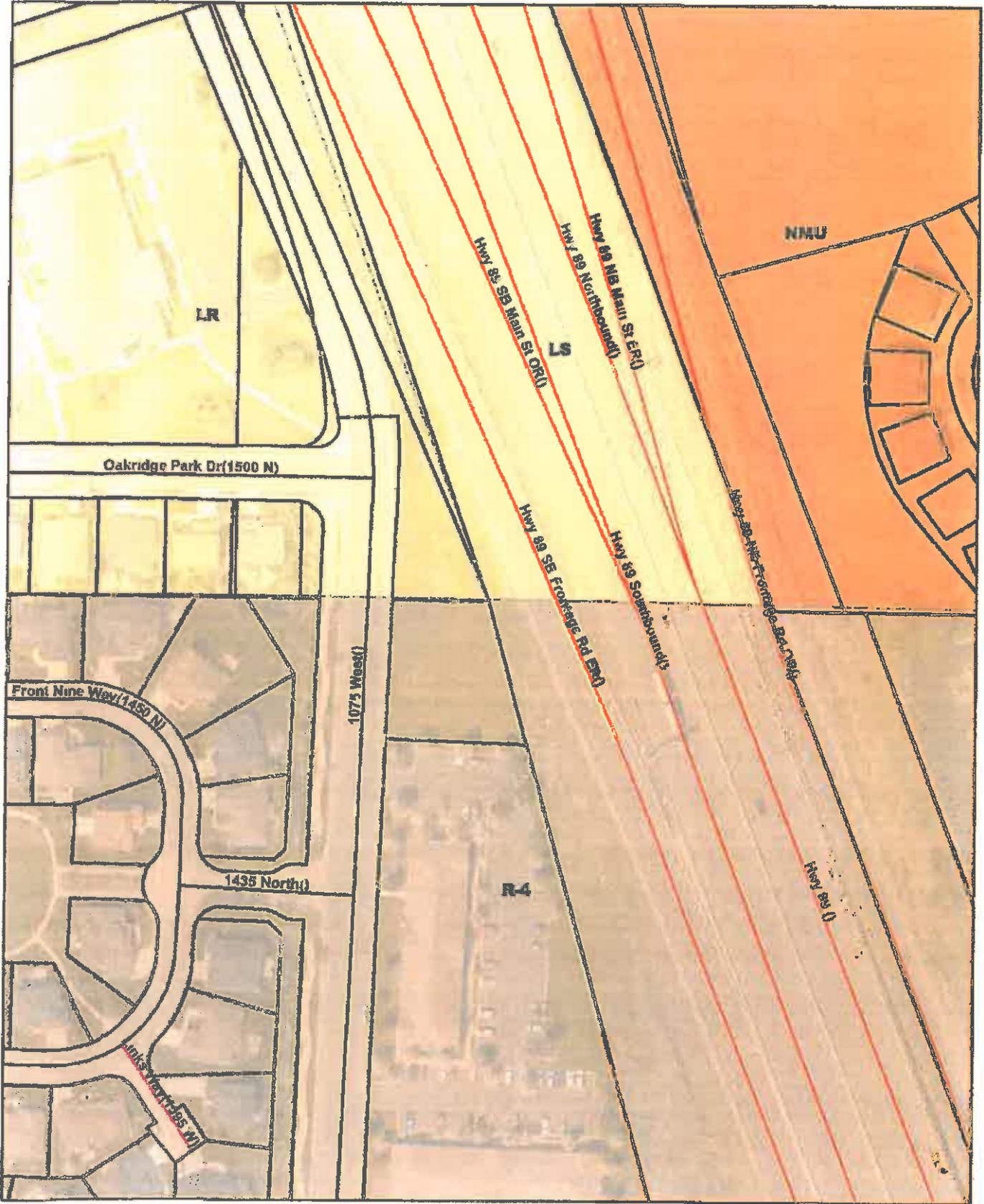
Eric Anderson
Associate City Planner

Concur

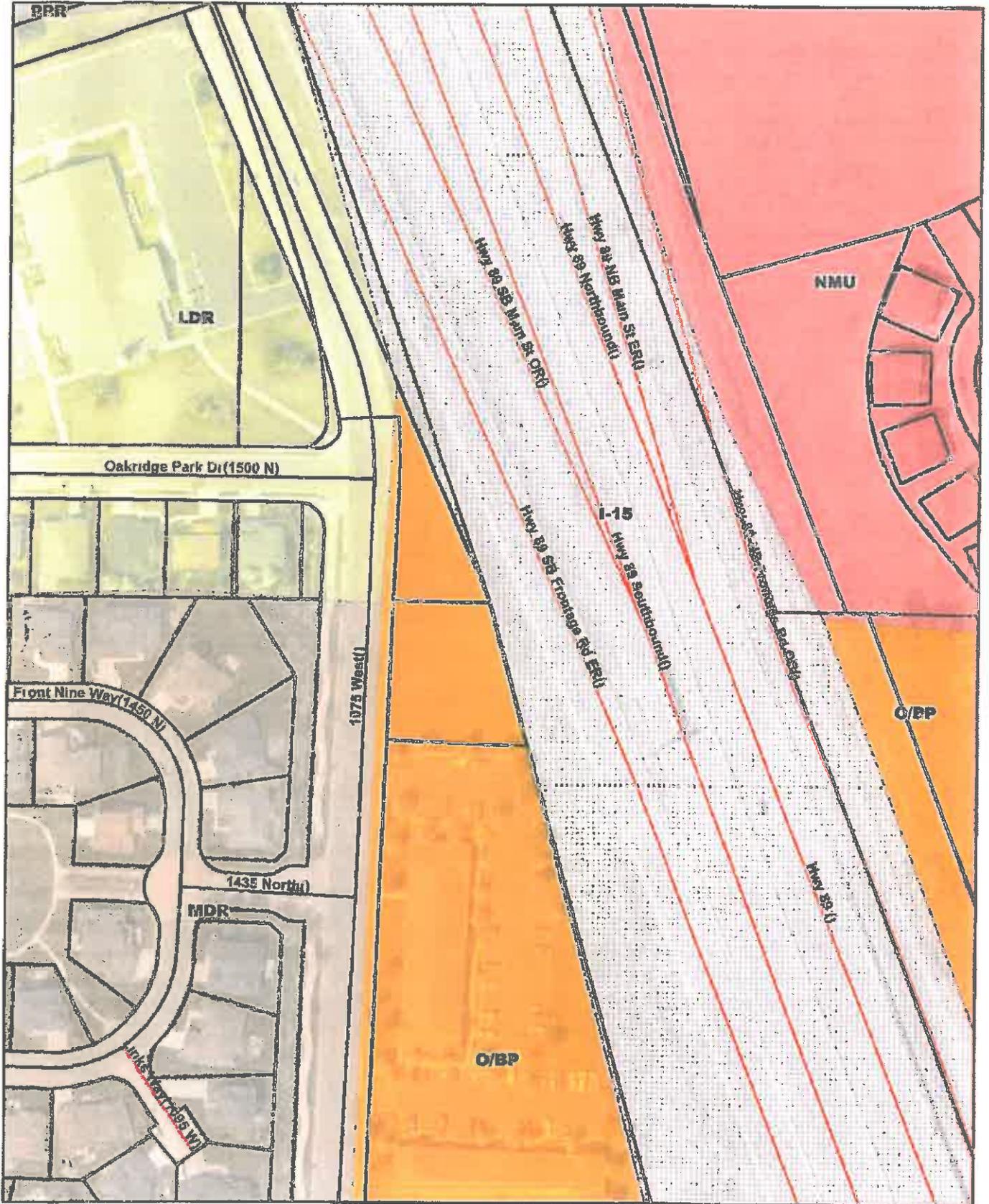


Dave Millheim
City Manager

Farmington City



Farmington City



CITY COUNCIL AGENDA

For Council Meeting:
May 20, 2014

S U B J E C T: The Haws Companies (THC) Zone Change, PMP, Development Agreement and Zone Text Change Applications

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See staff report prepared by David Petersen.

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



FARMINGTON CITY

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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: May 20, 2014

SUBJECT: **THE HAWS COMPANIES (THC) ZONE CHANGE, PMP, DEVELOPMENT AGREEMENT, AND ZONE TEXT CHANGE APPLICATIONS (#Z-5-13, #Z-6-13, #PMP-03-13, #ZT-5-14)**

RECOMMENDATION

- A. Hold a Public Hearing.
- B. Table action regarding the enclosed draft development agreement, but provide recommendations in preparation for final consideration at a later date.
- C. Approve, modify, table, or disapprove the following requests by THC as recommended by the Planning Commission (or City staff) subject to any recommended conditions and findings related thereto—and subject to the condition that any such action shall not take effect until the development agreement is approved, executed and recorded.

I. Zone Change

THC Request: Rezone 16.19 acres north of Burke Lane and west of the Union Pacific R.R. right-of-way from A (Agriculture) to OMU (Office Mixed Use) and rezone 21.56 acres west of Station Parkway and north Park Lane from A (Agriculture) to GMU (General Mixed Use) (Z-6-13)

Recommendation: Do not approve the enclosed ordinance rezoning the property until the exhibit(s) attached thereto and the development agreement is updated and approved by the City Council consistent with the motion approved by the Planning Commission below:

Planning Commission motion: approve the enclosed zone change as requested, subject to a condition that the land along Shepard Creek shall be zoned OS (Open Space) with a width of not less than 50 feet on each side of the center line of the Creek and with the Development Agreement to provide a mechanism for the trail to be developed outside of the Open Space zone designation with an agreement to be binding on subsequent property owners.

Findings:

1. The zone change is consistent with the Farmington City General Plan (future land use map and text) and will allow mixed use development recommended for the subject property.
2. The zone change matches the zone designations identified on the Farmington City Regulating plan for this area.

II. PMP

THC Request: approve the enclosed Project Master Plan (PMP).

Recommendation: Approve the PMP (and in some cases modify illustrations in the PMP) subject to all applicable Farmington City standards and ordinances, final redlines and revisions by city staff, and that the applicant complete and/or resolve the following [note: the previous underlined text added by staff]:

1. The City approved a previous PMP (by development agreement under Section 114) also known as "Park Lane Commons". This first Park Lane Commons encompasses 33 acres east of Station Parkway between Burke Lane and Park Lane abutting the Union Pacific r.o.w. Will owners of properties within these 33 acres agree to share the PMP name? Or assume a different name? Will they agree to amend their development agreement if necessary?
2. The narrative notes that "Area Lot 101" is "Controlled by an existing PMP" and that Area D (also controlled by the same PMP) is "to have a separate PMP for developing this area". Should not the Area D reference be amended to also read "Controlled by an existing PMP"?
3. Areas B and A (comprising approximately 4 acres) are also "controlled" by the same existing PMP. Is an amendment necessary to the first PMP/agreement to include the 4 acres as part of the proposed PMP?
4. Graphic portions of the PMP must be updated to include buildings/footprints, which meet current city ordinances, ~~in any available space along abutting Grand Avenue depicting a build out scenario (staff: not just dashed lines; Planning Commission: dashed lines are OK; [and to provide more clarification regarding this sub paragraph four staff added and crossed out the text above])~~.
5. The developer shall use building depictions for illustrative purposes which are not intended to depict the final location of the buildings and are not binding. Language to this effect should be included as part of the Development Agreement
6. The developer is proposing modifications to the Regulating Plan in areas related to Parcels E & H and I (see draft Attachment 1-5 and updated Attachment 1-5).

The modifications to the updated Attachment 1-5 are not finished and create blocks that do not meet City standards. The applicant must prepare an amendment to the Regulating Plan for City Council consideration which will meet the street network design standards in Section 11-18-104(3) and will include all areas impacted by the re-alignments proposed by THC.

7. Amend the PMP as directed by the City Engineer (and other members of the DRC) to include, but not limited to, the following [note: staff added the previous text to this item]:

- a. Public improvements must adhere to Farmington City standards.
- b. The waterline extending east down Burke Lane or Red Barn Lane needs to be upsized for a future I-15 crossing to loop the system, how the line is to be financed is still a matter for future discussion.
- c. Need to mitigate the storm water quality prior to discharging into Shepard Creek.
- e. Need to install all infrastructure to facilitate the installation for the traffic signal at Grand Avenue.
- f. Perform a traffic study to determine if a traffic signal at Grand Avenue is warranted and if not at what point will it.
- g. The traffic Signal at Grand Avenue will be installed at the time that it is warranted, not by a specific date.
- h. All streets at a minimum must conform to City standards or the Geotechnical report if more stringent.
- i. All buildings need to have individual private culinary water laterals off of public streets. The City does not want to have public water lines running through the private streets and parking lots in a development.
- j. Fire hydrants not located in public streets shall each have a dedicated line with proper easements. Need to provide access easements through parking lot accesses and parking lots to each fire hydrant. The parking lot and driveways that act as access to the fire hydrants shall meet Farmington City street standards.
- k. In order to approve the temporary detention for area A-1 need to submit plans on how and where you will discharge the storm water.
- l. In order to approve the temporary detention for area A-4 need to submit plans on how and where you will discharge the storm water.
- m. The detention basins for all areas need to be built to Farmington City

standards and requirements, they must be accessible from a public road or easement, and they cannot be linear along Shepard Creek.

- n. Identify who will maintain the temporary detention basins and how they are to be maintained.
 - o. In the Park Lane Commons , Park Lane, and Station Parkway Storm Water Study dated 8-30-13, by Great Basin Engineering, it states areas A-1, A-2, and A-5 will “outfall directly into the existing creek running through the site.” It then states “Detention will be provided adjacent to the creek bank and within the area breakdowns show on the attached map.”
 - p. Please clarify where the detention will take place and how it will provide for treatment of the storm water before it enters the creek to prevent pollution from entering the waters of the state.
 - q. Prior to Preliminary Plat approval, please provide a description of “Green Infrastructure” that will be used to minimize the amount of storm water leaving the site and for treating the water that does leave the site. This could include, but is not limited to, vegetated swales, permeable pavement, etc.
 - r. All points on each side of the buildings must be within 150’ of an access road.
- 8 Remove the following attachments from the PMP
- a. Attachment 5 (Allowed Uses) [note: it matches Table 18.3 of the ordinance without variation and it will be redundant if adopted. Moreover, it will reduce flexibility for the applicant if the ordinance changes for good reason, but the DA remains the same].
 - b. Attachment 6 (Approved Sign Plan) [note: removing the plan from the PMP/development agreement will increase flexibility for the developer. A sign plan approved by the Planning Commission separate from the PMP or DA will be easier to amend as unforeseen circumstances arise for future tenants and property owners.
 - c. Attachment 7 (Road Cross Sections) [note: these constitute specific details that should be considered at development plan review not PMP. The ordinance already provides the process to deviate from the standard street cross section. “Locking-in” to a specific standard now by DA and/or PMP may result in a lengthy amendment process if a property owner desires to amend such cross sections].
9. Re-number the attachments accordingly.

Findings:

1. The PMP is consistent with the Farmington City General Plan;
2. It complies with all other city codes, rules, regulations and standards applicable to the proposed PMP
3. The PMP complies with all applicable codes, rules, regulations and standards of any agencies or entities with regulatory jurisdiction over the proposed PMP area; and
4. If the changes to the PMP and Alternative Development standards are made as recommended herein, the PMP is consistent with the criteria in Section 11-18-114.

III. Section 114 Alternative Development Standards/Development Agreement

Recommendation: move that the City Council approve, approve with conditions, modify, or disapprove the following eight alternative development standards requested by THC and a ninth alternative proposed by Commission/staff, with all nine as recommended by the Planning Commission in *italics*:

1. THC Request: Signage Package - In an effort to work with the City and their concern for 100' tower signage internal to the project, we have approached the Tenant's who want to be part of Park Lane Commons and have worked hard to put together a signage alternative that will give them the exposure needed and bring them to the project. We are requesting tower signage adjacent to I-15 and ~~60~~70' above freeway grade at the ~~3~~2 locations identified in Section 1.4 of the signage package

[staff notes: the aforementioned request was modified by the applicant (see above) to include 2 pylon signs at 70 feet in height above freeway grade or 85 feet in height at finished grade at the base of the sign (see enclosed information). The current height limit for such pylon signs is 40 feet. Section 15-5-104 (6) (e) of the Sign Ordinance states the following: "The maximum height of Ground Signs at the minimum setback shall be 20 feet above the elevation of the top of curb nearest to the sign. This height may be increased to a maximum of 40 feet if the sign is set back an additional 1.5 feet for each foot of height over 20 feet. These standards may be reviewed by the Planning Commission in conjunction with a Conditional Use Application and may be adjusted either up or down.]

Approve 2 pylon signs as part of the Development Agreement at 55' from grade as measured at the base of the sign (or approximately 40' in height from the grade of the freeway) with the following conditions: 1) One sign needs to be filled before the second is erected; 2) The width of the sign will be determined concurrently with the first development plan review within the project; and 3) If due to easements or some other unforeseen circumstances, the sign is relocated to a different site than presented by the developer then it will come back to the Planning Commission for review and approval.

Findings: 1) the signs are clearly visible from the freeway; 2) the two pylon signs will not compete for attention as there are no other commercial signs located in Farmington on the west side of I-15 north of Park Lane; 3) the signs will help the

success of the project and will be good for local economic development; 4) the signs, as opposed to much taller signs closer to the commercial uses within the project, will not compete with other signs in the development; 5) on balance, less tall signs in height on the freeway are better than monster high signs in the interior of the project.

2. THC Request: Grand Ave NORTH - The portion of Grand Ave that is adjacent to Parcel A&B we are asking for approval of the building locations and improvements as shown on the PMP Site Plan for these two Parcel's. This is the same configuration that was approved by the City Council in February 2013.

Disapprove, the Planning Commission did not recommend approval for the earlier configuration. Findings included (among many other reasons) that the building and parking placement do not encourage pedestrian activity on the street and are not consistent with city ordinances. [staff note: the underline portion was added by staff].

3. THC Request: Grand Ave SOUTH - We are requesting that we be able to improve the frontage along Grand Ave in Parcel E &H with horizontal hardscape, landscape or parking improvements on an interim basis until vertical improvements are constructed along this portion of Grand Ave frontage. This will allow for organized and successful phased development of the property.

Approve, subject to review and approval by the City at development plan review. [Note: later review of standards as requested by the applicant after the Commission meeting reveal that parking improvements on an interim basis as referenced in the THC request may violate city ordinances. Therefore, approval should be "subject to review and approval by the City at development plan review in compliance with City ordinances].

4. THC Request: Regulating Plan Amendment - We are requesting that Market Street which per the Regulating Plan travels right through the middle of Parcel E (Flag Piece of Property) be moved to travel down the edge of Parcel E and be split 50-50 between The Haws Companies property and E&H Land (Evans) property. The location where it is shown currently does not allow for successful development of Parcel E and also creates challenges for E&H Land to develop their property. We are also requesting that the perpendicular street to Market Street going through the Flag Property be removed as it creates issues for the tenant use planned for this area. This is illustrated in Attachment 1-5 to the PMP.

Approve, subject to approval of zone text change re-aligning the Regulating Plan and areas affected thereby.

5. THC Request: Parking Density - We are requesting that the minimum parking spaces required for a fast-food and/or drive-in restaurant shall be 12 parking spaces per 1000 square feet of floor area and for assisted living shall be 0.5 spaces per unit. The off street parking reductions found in Section 11-18-110 of the Ordinance will be applicable.

Approve, but with the stipulation that greater parking reductions may be considered as

part of the development review process.

6. [Staff Note: THC accepted the recommendation of the Planning Commission below, and the following modifications to their request are consistent with the language they proposed for the development agreement]. THC Request: Drive-Up Windows - In that portion of property zoned TMU-~~and GMU~~ we are asking for special use approval for up to ~~5~~**2** Drive-Up Window establishments **as depicted in the exhibits to the PMP**. ~~Provided however, that these Drive-Up Windows will not be located at buildings that front Grand Ave in the GMU Zone.~~

Approve, but reduce the number of drive-up windows from 5 to 2. The applicant is asking for blanket approval for site specific issues prior to any knowledge of the use or particular layout of a given parcel/lot.

7. THC Request: Site Plan Review - The conditions listed in Section 11-18-107 (2)(d)(i)(1-4) of the Farmington City Zoning Ordinance shall not require the application to be forwarded to the Planning Commission for approval, but will be reviewed and approved exclusively by the City Planner/Zoning Administrator.

Approve, the request to have the applications reviewed and approved exclusively by the City Planner/Zoning Administrator, with the following conditions:

- a. The Planning Commission and City Council members receive notice of such applications subject to Section 11-18-107(2)(b) regardless of parcel or building size in relation to 11-18-107(2)(d)(i)(1-4);*
- b. The City Planner/Zoning Administrator, at his or her sole discretion, may present the application to the Planning Commission for its approval; and*
- c. Appeals of any decision by the City Planner/Zoning Administrator may be made to the Planning Commission.*
- d. In the event that a given application now must be reviewed by the Planning Commission under the existing ordinance, but this alternative development standard states otherwise, the Chairman of the Planning Commission may review such applications and determine if they should be reviewed by the Planning Commission.*

8. THC Request: Building Orientation- Except for Grand Avenue, commercial retail buildings may “back” onto Park Lane, Station Park and on other streets as illustrated in the PMP with the primary entrance not facing or clearly visible and accessible from the public street [a deviation from the standards set forth in Section 11-18-107(2)(e)(iii)(6)], and oriented to interior parking, but shall otherwise comply with the building form, site development standards and other criteria(including large footprint building criteria) as set forth in Chapter 18 and the Development Agreement.

Approve.

9. Staff Request: Explore the possibility, with the City Attorney, of not including the PMP as an exhibit to the Development Agreement:

Approve.

Findings:

The Alternative Development Standards as recommended by the Planning Commission:

1. Are consistent with the Farmington City General Plan;
2. Comply with applicable city codes, rules, regulations and standards applicable to the proposed PMP, except that Development Standards specifically included in the development agreement are different from Development Standards contained in the Farmington City Ordinances;
3. Are otherwise consistent with any Development Standards determined by the City to be applicable to all development within the mixed-use area;
4. Establish a mix of uses in locations that will promote and encourage the goals of the TOD mixed-use districts and be consistent with the objectives of Section 11-18-105 (Uses); and
5. Establish circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), to coordinate with anticipated offsite circulation and transportation features and to further any applicable community-wide transportation objectives.

IV. Regulating Plan Amendment—Zone Text Change

Recommendation: Do not approve the enclosed zone text change ordinance amending the regulating consistent with the Planning Commission motion below until the exhibit(s) attached thereto, the PMP, and the development agreement is updated and approved by the City Council:

Planning Commission motion: approve the regulating plan amendments prepared by the applicant subject to THC completing modifications for City Council consideration which meet the street network design standards in Section 11-18-104(3) and will include all areas impacted by the re-alignments proposed by the developer.

Findings:

The Regulating Plan Amendments:

1. Are consistent with the Farmington City General Plan; and
2. Comply with standards set forth in Section 11-18-104(3) of the Zoning Ordinance.

BACKGROUND

Zone Change

The applicant is requesting that the City rezone the property from agriculture to mixed use designations as set forth in the proposed motion above. This enables The Haws Companies to seek PMP approval for non-residential development, and other types of uses, which are not allowed in the A zone. Nevertheless, a portion of the proposed PMP abuts Shepard Creek. This areas should be rezoned OS (Open Space) consistent with the Regulating Plan.

PMP

Pursuant to Section 11-18-108(a) of the Zoning Ordinance: “the intent of the project master plan (PMP) is to establish a framework for the development of large or phased projects. The issues that relate to the following areas shall be identified and a conceptual plan that addresses them provided as part of the PMP so that these issues are completely addressed as the development proceeds:

1. Transportation, Mobility, and Connectivity
2. Stormwater management, drainage and grading
3. Water quality systems
4. Major utilities
5. Open space and wetlands
6. Land use and the mixture of residential and non-residential uses

An approved PMP constitutes an approved master plan for guiding all future development within the area defined by the PMP”.

A PMP is required by ordinance for the reasons set forth in Sections 11-18-108 and 11-18-114 of the Zoning Ordinance (see enclosed). Specific to the THC application, a PMP is necessary because 1) part of the development is in the TMU zone (see attached vicinity map); 2) the developer is proposing a change in alignment of the regulating plan (see below); and 3) the applicant is requesting approval under Section 114 of Chapter 18 of the Zoning Ordinance.

The attached PMP for City Council review includes a narrative and a graphic submittal as required by Section 11-18-108 (d) subparagraphs 1 and 2. Also, as per subparagraph 4 of this Section titled “Optional Submittals” the PMP includes a proposed master sign plan submitted by the applicant. Normally, the Planning Commission is the approval body for PMPs. However, the applicant is requesting consideration under Section 114 and as such the Commission provides a recommendation and the City Council determines whether or not to approve the PMP.

Prior to Planning Commission review, the PMP was also reviewed (as required by ordinance) by the City’s Development Review Committee (DRC) and the Site Plan Architectural Review Committee (SPARC). The DRC includes representatives from Public Works, the City Engineer, the Storm Water Official, Planning staff, the Fire Department, the Central Davis Sewer District (CDSD), secondary water providers, the Trails Committee, and others. The SPARC consists of a consultant landscape architect, one member each from the City Council and the Planning Commission, and Planning staff. Some of the recommendations from the DRC and SPARC are included as part of the suggested motions above.

Section 114 Alternative Development Standards/Development Agreement

THC is requesting approval of alternative development standards which is made possible under Section 11-18-114 of the Zoning Ordinance, and which standards may alter otherwise generally applicable standards set forth in Chapter 18 and possibly other City ordinances as well, and if approved must be memorialized by development agreement. The applicant is requesting City Council approval related to eight standards (see supplementary information section). Specific recommendations from the Planning Commission, DRC, SPARC and Planning staff regarding these eight standards are set forth in the motion above.

Section 11-18-114 (d) states in part: “ The criteria for review of a PMP and development agreement application by the Planning Commission and City Council shall consist of the following criteria:

- (1) Consistency with the Farmington City General Plan;
- (2) Compliance with applicable city codes, rules, regulations and standards applicable to the proposed PMP, except that Development Standards specifically included in the development agreement may be different from Development Standards contained in the Farmington City Ordinances;
- (3) Consistency with any Development Standards determined by the City to be applicable to all development within the TOD mixed-use districts ;
- (4) Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD mixed-use districts and be consistent with the objectives of Section 11-18-105 (Uses); and
- (5) Establishment of circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), to coordinate with anticipated offsite circulation and transportation features and to further any applicable community-wide transportation objectives.

The eight alternative development standards must were reviewed by the Planning Commission. But because the City Council is the only body that may enter into agreements on behalf of the City, the Commission provides recommendations regarding the same (and the PMP) and the City Council grants approval of the development agreement in its final form (and the PMP). As of this writing, the development agreement is not ready for approval, but input now from the Council and the public is an important part of the process.

Supplemental Information:

1. Rezone Ordinance.
2. Vicinity/Current Zoning Map.
3. General Plan (Future Land Use Map)
4. Regulating Plan
5. PMP Area and 33 acre PMP Area
6. PMP, including draft Attachment 1-5
7. Alternative Development Standards Proposed by the Applicant 4.2.14
8. THC Pylon Sign Proposal (2 signs)
9. Ordinance amending the Regulating Plan
10. Draft Development Agreement
11. Section 11-18-108 Project Master Plan
12. Section 11-18-114 Alternative Approval Process; Development Agreements
13. Letters of Support gathered by THC
14. Chapter 18 Plan Review Process Flow Chart

Applicable Ordinances

1. General Plan text (Chapter 11)
2. Chapter 18 Mixed Use Districts

Respectively Submitted

Handwritten signature of David Petersen in black ink.

David Petersen
Community Development Director

Review and Concur

Handwritten signature of Dave Millheim in blue ink.

Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2014 -

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW
A CHANGE OF ZONE FOR PROPERTY LOCATED NORTH OF
PARK LANE AND WEST OF THE UNION PACIFIC RIGHT-OF-
WAY FROM A TO OMU, GMU AND OS.**

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

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

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

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

Section 1. Zoning Change. The property described in Application # Z-5-13, filed with the City, and located north of Burke Lane and west of the Union Pacific R.R. right-of-way from A (Agriculture) to OMU (Office Mixed Use) (16.19 acres), said property being more particularly described on Exhibit "A" attached hereto.

Section 2. Zoning Change. The property described in Application # Z-6-13, filed with the City, and located west of Station Parkway and north of Park Lane from A (Agriculture) to GMU (Office Mixed Use) (21.56 acres), said property being more particularly described on Exhibit "A" attached hereto.

Section 3. Zoning Change. Shepard Creek traverses the property described in Sections 1 and 2 herein. Notwithstanding the foregoing, portions of the afore said property shall be re-zone from A (Agriculture) to OS (Open Space) as measured from 50 feet from the centerline of said creek more particularly illustrated on Exhibit "A" attached hereto.

Section 4. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 5. Effective Date. This ordinance shall take effect immediately upon recordation of a development agreement affecting the property described in Exhibit "A".

DATED this 20th day of May, 2014.

FARMINGTON CITY

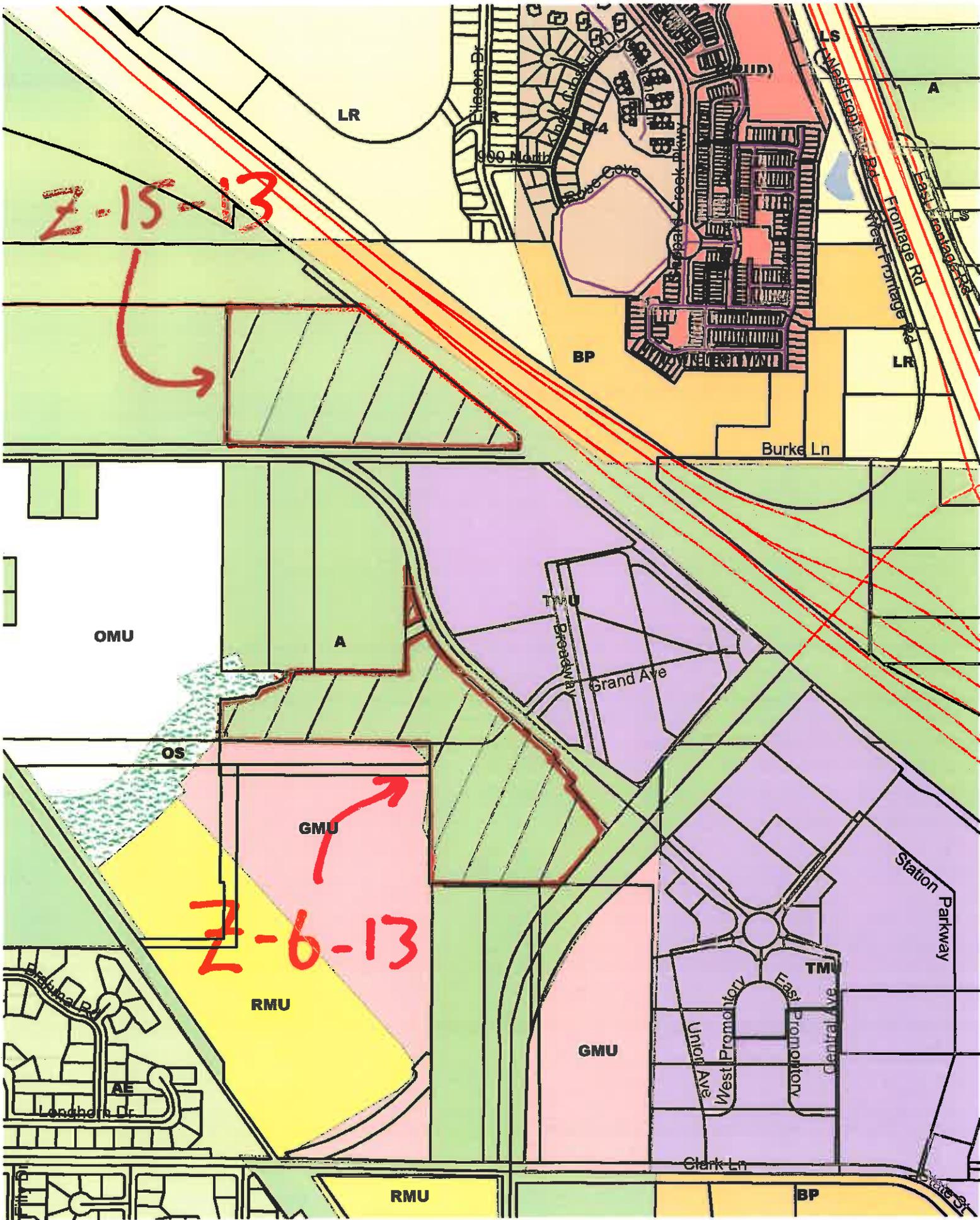
H. James Talbot
Mayor

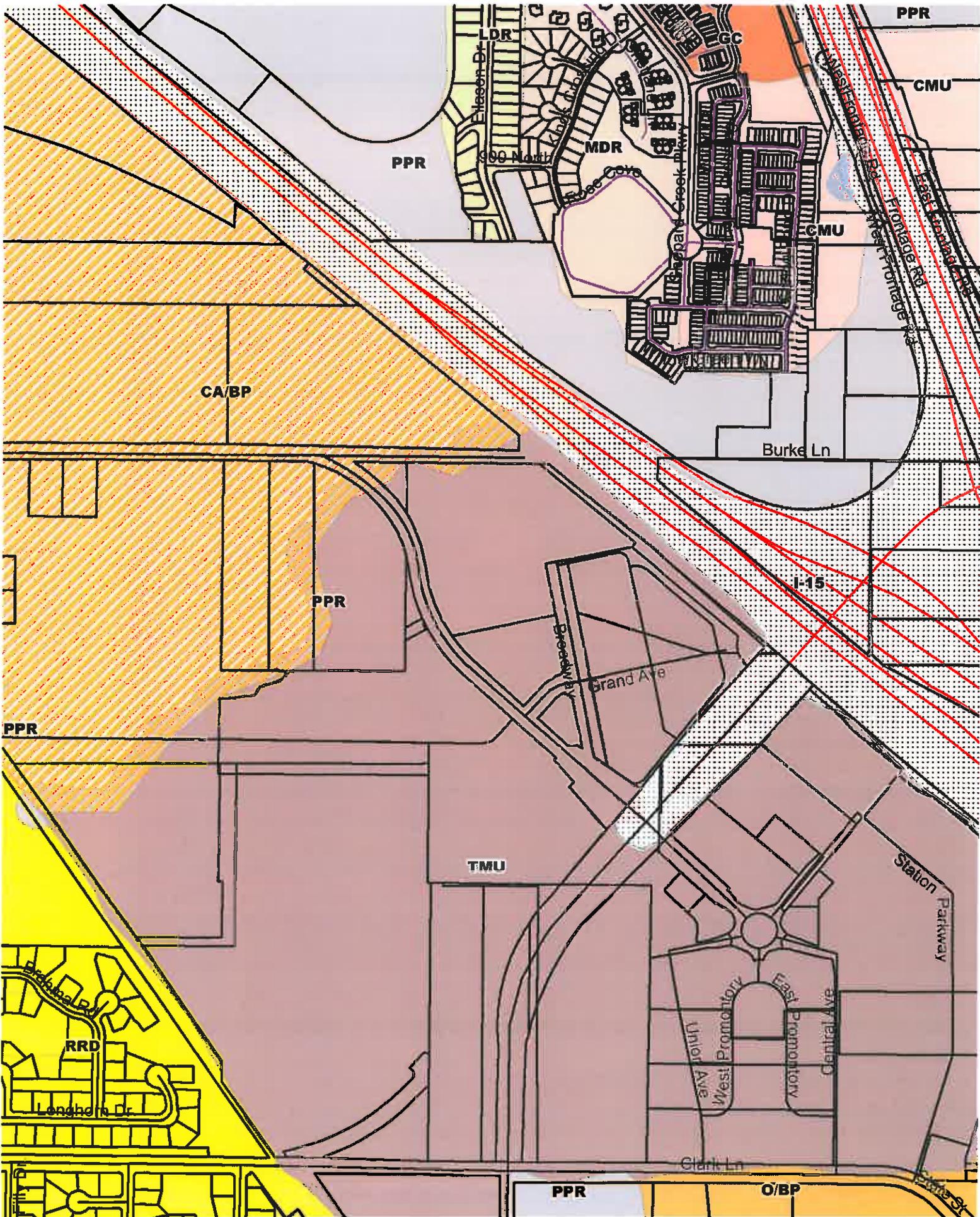
ATTEST:

Holly Gadd
City Recorder

EXHIBIT "A"

Legal Description of Property





GENERAL PLAN (Future Land Use Map)

West Farmington Mixed-Use District Regulating Street Plan

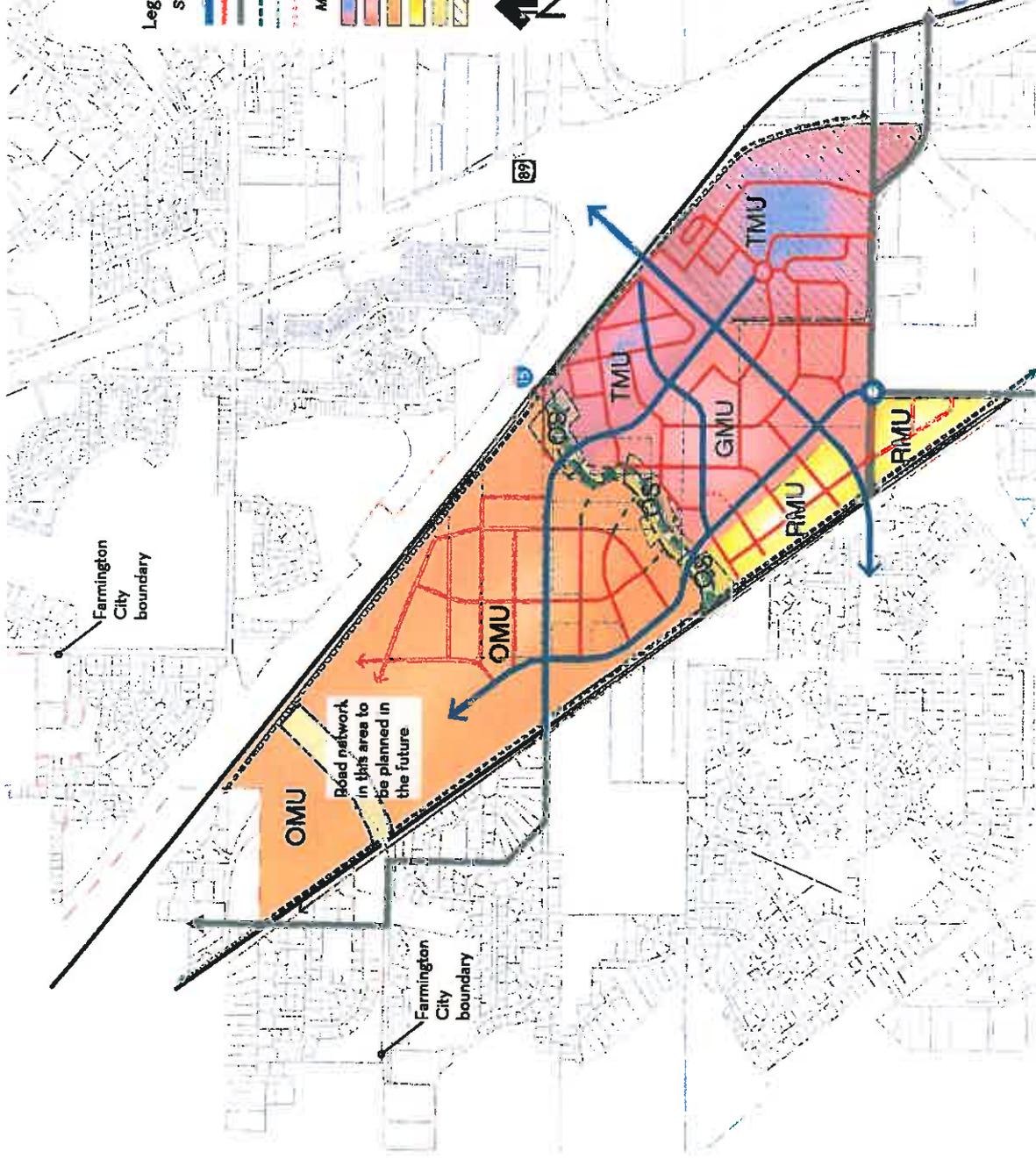
Legend

Street Network

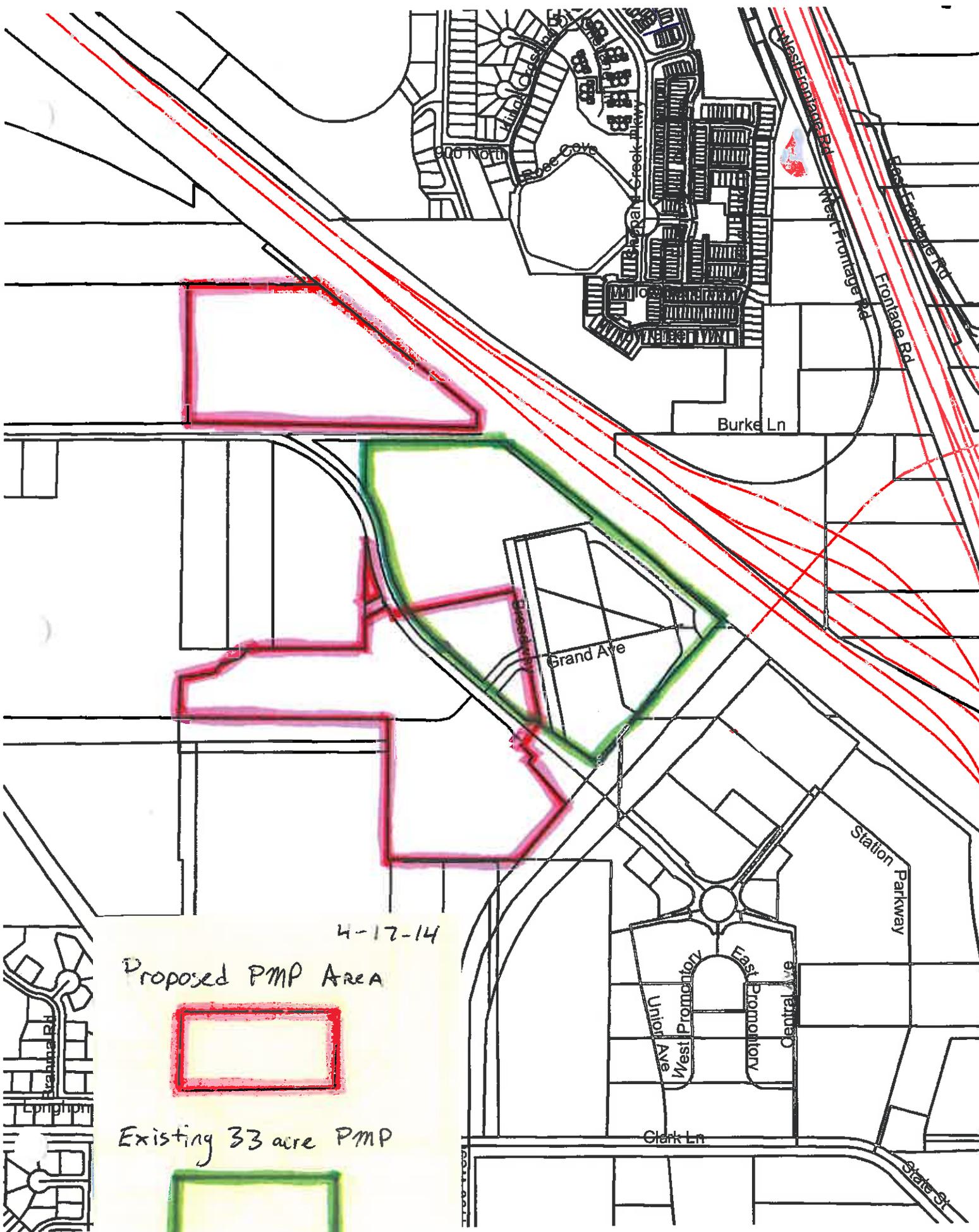
-  Proposed Paved Road, approx. 64 ft. ROW curb to curb, 2 travel lanes, center median
-  Proposed Neighborhood Road, approx. 28 - 32 ft. ROW curb to curb, 2 travel lanes
-  Existing Local/Collector Road (Buffer Lane, Clerk Lane, 15th West)
-  Planned or Proposed Pedestrian Pathway
-  Approximate 100 ft. Riparian Corridor Boundary - Sheppard Creek
-  Proposed Connector Road

Mixed-Use Districts

-  Transit Mixed-Use District (TMU)
-  General Mixed-Use District (GMU)
-  Office Mixed-Use District (OMU)
-  Residential Mixed-Use District (RMU)
-  Open Space Mixed-Use District (OS)
-  Station Park*



* Development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2007 between the City of Farmington and Station Park LLC (the "Station Park Development Agreement"), which the City pursuant to the provisions of Title 11, Chapter 2007. This Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and shall be subject to the terms of the Station Park Development Agreement. This Regulating Plan may apply to the Station Park area only after termination of the Station Park Development Agreement and then only as the same is amended by the Station Park Development Agreement.



4-17-14

Proposed PMP Area



Existing 33 acre PMP



**Exhibit B
PMP**

12-9-2013

Project Master Plan (PMP) - Site Plan

Project Master Plan (PMP) - Narrative

Attachment 1-1 "Potential Access Points and Off-Site Improvements"

Attachment 1-2 "Roadway Functional Classification"

Attachment 1-3 "Potential Multi-Modal Connections"

Attachment 1-4 "Grand Ave. Pedestrian Oriented Experience"

Attachment 1-5 "Project Master Plan (PMP) with Regulating Plan Overlay

Attachment 2 - Conceptual Utility Plan

Attachment 3 - Storm Water Study

Attachment 4 - Conceptual Gas, Telephone, Electrical and Conoco Line

Attachment 5 - Allowed Uses

Attachment 6 - Approved Sign Plan

Attachment 7 - Approved Street Cross Section Plan
[Grand Avenue and Station Parkway]

PMP
Site Plan
Pg 1 of 4

RESIDENTIAL
COMMERCIAL BASED USE
TRANSITIONAL USE / WORK RECOVERY



PARKLANE
COMMONS

NEWUS

THE HAWKS
COMPANIES

PROJECT MASTER PLAN (PMP)
MARCH 2014



HWY 89

I-175

LEGACY PKWY

SHEPARD LANE INTERCHANGE

PARK LANE

STATION PARK

U of U
MEDICAL

PARK LANE
COMMONS

PMP
Site Plan
Pg 2 of 4

INTENT IS TO ILLUSTRATE
POSSIBLE FUTURE BUILD OUT
THE DRAWING IS CONCEPTUAL
IN NATURE AND DOES NOT
IMPLY OBLIGATION TO BUILD
TO THE FOOTPRINTS SHOWN
HERE.



➤ **EXHIBIT B - PAGE 3**
POSSIBLE INCREMENTAL
DEVELOPMENT



PROJECT SUMMARY

AREA	USE	MAXIMUM SF
LOT 101	TMU	SEPARATE
D	TMU	SEPARATE
B	TMU	76,000 SF
A	TMU	20,000 SF
F	GMU	5,000 SF
E&H	GMU	650,000 SF
I	CMU	650,000 SF
		1,300,000 SF

*Dump
site from
Pg. 4 of 4*





Park Lane Commons

Project Master Plan (PMP) Narrative Submittal

Date: December 9, 2013

Project: Park Lane Commons

Developer: The Haws Companies

This submission is being made under the "Alternative Approval Process; Development Agreement" outlined by the Farmington City Zoning Ordinance section 11-18-114 and as allowed and provided for under prior agreements between the Parties. This is a "Project Master Plan" as outlined by Section 11-18-108 of the Zoning Ordinance. The intent of this submission is to define the uses and their relationships to adjacent areas. This area is known as Park Lane Commons.

1. Descriptions of land use concepts; square footage ranges and general location/distribution; parking concept; public and private open space concept; on site circulation of primary auto, bicycle, pedestrian and transit connections within the area and connections to other areas.

Park Lane Commons will be a mixed-use development. It will incorporate retail, restaurants, entertainment, office, residential, and recovery/wellness campus uses within the TMU, GMU, and OMU Zones. The building envelopes, layouts, and architectural character as defined on the accompanying exhibits establish the basic substance of these uses and general distribution with the intent that flexibility of layout and distribution is expected. The overall site area affected by this Project Master Plan is as illustrated and described in the Development Agreement. The site planning of the development depends on the building footprints defining the circulation paths and public spaces intended to make this a unique place. Open space for the public is set-aside throughout the site and exceeds 20% of the site area.

1.1. Land Use Concepts. Park Lane Commons will be a themed mixed-use development within the TOD Mixed-Use zone. It is anticipated that the mix, density and location of uses are as follows:

1.1.1. Park Lane Commons – TMU area (areas as shown on site plan in Exhibit B covering land described on Exhibit A):

- 1.1.1.1. Area Lot 101 (TMU Zone) [Controlled by existing PMP]
 - 324 residential apartment complex.
- 1.1.1.2. Area D (TMU)
 - to have a separate PMP for developing this area.
- 1.1.1.3. Area B (TMU)
 - Up to 75,000 SF of a mixed use commercial area with retail, office, medical, restaurant, convenience food and services.
 - Intended uses to be consistent with the uses described more fully in Attachment 5.
- 1.1.1.4. Area A (TMU)
 - Up to 20,000 SF of a mixed use commercial area with retail, medical, office, restaurant, convenience food and services.
 - Intended uses to be consistent with the uses described more fully in Attachment 5.
- 1.1.1.5. Area F (GMU)
 - Up to 5,000 SF of a mixed use commercial area with retail, office, restaurant, medical, convenience food and services.
 - Intended uses to be consistent with the uses described more fully in Attachment 5.
- 1.1.1.5. Area E&H (GMU)
 - Up to 650,000 SF of a mixed use commercial area with retail, office, motel, restaurant, residential, medical, assisted living, education, convenience food and other related uses as allowed by the Ordinance.

- Intended uses to be consistent with the uses described more fully in Attachment 5.

1.1.1.6.

Area I (OMU)

- Up to 550,000 SF of a mixed use commercial area with medical, office, restaurant, medical, elderly care facilities, life skills and addiction recovery facilities, educational & training facilities, motel, assisted living, retail and other uses allowed by the Ordinance.
- Intended uses to be consistent with the uses described more fully in Attachment 5.

Total Gross Leasable Area ("GLA") of Park Lane Commons is currently planned not to exceed 1,300,000 SF Total, not including Area Lot 101 or Area D. The maximum square footage within these areas may be increased through the amendment of the Development Agreement and as allowed under the Ordinance.

1.2. Structures. Structures are currently planned to be one story up to four stories in massing with multiple varied building types, the height may be increased as allowed under the Ordinance. Major structures will be oriented in a manner designed to balance vehicular and pedestrian use, with parking oriented in the front of structures as generally illustrated on the Site Plan. Building forms will define streets, pedestrian pathways, open space, and plaza areas. Building entrances will be located to address street sidewalks and/or intuitive pedestrian pathways throughout the development including access to parking and drop-off zones attending to the needs of a vigorous and eclectic group of users creating a sustainable development. Building groupings and overall massing will create a connected neighborhood fabric with a variety of building forms, sizes, and shapes resulting in a synergy of development depending on tenant type and overall demand. Developer may develop the site in one or more Projects or phases. Park Lane Commons will be a Themed Mixed-Use development with uses that are consistent with Attachment 5.

1.3. Parking Concept. Parking will largely be balanced to service the various uses within the mix of uses, but due to the location of the structures and street design will appear visually staggered as generally illustrated on the Site Plan, organized with regards to location and size to serve the building groupings, while simultaneously creating a sense of convenience for the visitors and district residents/occupants. The overall parking ratio on the project is targeted to be as provided for under this Agreement. Developer shall not be required to install structured parking, but shall be permitted to do so. Developer will encourage a sharing of parking with various uses that will allow shared

parking, as for restaurants and heavy parking users, parking will increase to accommodate their demand.

1.4. **Public Open Space Concept.** There will be several different types of public spaces created as a result of the building massing, circulation spines, UTA rail commuter line, landscaping and other public amenities. The mix of uses will have public plazas and gathering areas that will encourage walk-ability to the UTA station along with Station Park. Public areas will be created in the project that (a) invite lingering, people-watching and facilitate a walkable connection to mass transportation and retail and entertainment provided at Station Park, (b) promote and enable unstructured and structured activities, and (c) enhance pedestrian circulation within the Themed Mix Use area.

1.5. **Circulation Systems.** The project design will create the opportunity to combine the convenience of vehicular traffic with pedestrian use so as to encourage walking throughout the Themed Mix Use area. Park Lane Commons will be designed to allow for ease of movement within the area bounded by the UTA station, Park Lane, Station Parkway and the I-15 /Legacy Highway corridor. The Site Plane illustrates the general location of significant roadways on site. Additional roads may be added as the Project is refined.

2. Preliminary transportation analysis that addresses roadway network design and modal split.

2.1. **Transportation Systems.** An engineering firm has been retained to provide an initial transportation evaluation of the Park Lane Commons Development. The following is an overview of the key transportation issues associated with the Park Lane Commons Development.

2.1.1. **Major Transportation Facilities.** The site is conveniently located in close proximity to Interstate 15, Highway 89 and the future Legacy Highway. In addition the site has frontage along both Park Lane, Station Parkway, Grand Avenue and I-15. Park Lane, a major arterial, is an improved five lane facility along the site's frontage. Station Parkway, a minor arterial, is a three lane facility along the interior of the Project Site and provides frontage, with enough right of way to accommodate an on street parking or expanded lanes in the future. It is anticipated that there will be a landscaped pedestrian walkway adjacent to or incorporated into Station Parkway and Grand Avenue. The Legacy Highway project and the UTA commuter rail station along with the Bus Rapid Transit system has been completed and is within walking distance to the Park Lane Commons. Access to/from the Legacy Highway has been provided through modifications to the Park Lane interchanges with I-15 and Highway 89. The site is also be extremely

well served by transit, with both the UTA commuter rail station and bus transit providing convenient on-site access for patrons of Park Lane Commons.

2.1.2. Vehicular Access. Vehicular access to the site is provided by one access location on Park Lane and four to eight access locations on Station Parkway. It is anticipated that the majority of the site traffic will use the access on Park Lane as it will provide patrons of the center the most convenient access to I-15, Highway 89 and Legacy Highway. Attachment "1-1" attached hereto and incorporated herein by this reference illustrates the proposed access locations on Park Lane and Station Parkway. The access off of Park Lane is signalized; the access on Station Parkway at Grand Avenue will be signalized as it is warranted and constructed by the City.

2.1.3. Potential Off-site Improvements. Attachment "1-1" also illustrates the proposed off-site transportation. Frontage Improvements are proposed along Station Parkway, Grand Avenue, and Broadway.

2.1.3.1. Omitted Intentionally.

2.1.3.2. Omitted Intentionally.

2.1.3.3. Station Parkway Improvements. The City is obligated to complete the improvements for full build out of Station Parkway to the outside edge of Parcel I by April 30, 2015 and to install a signalized intersection at Grand Avenue as provided for in previous agreements. Access off of Station Parkway shall be permitted as generally illustrated in Attachment 1-1.

2.1.3.4 Red Barn Lane Improvements. Developer has made improvements to Red Barn Lane as provided for in previous agreements with the City. The road shall be further improved to Point A illustrated on Attachment 1-2 to city standards as provided for in this Agreement, the balance of Red Barn Lane shall remain as currently developed and maintained by the Developer.

2.1.3.5. Conceptual Transportation Systems Plans. See Attachments "1-1," "1-2" and "1-3" attached hereto and incorporated herein by this reference.

3. Major storm water drainage and management, water quality systems, major utilities, open space or land use issues; discussion of how such issues will be addressed as development proceeds.

3.1 Storm Water Drainage and Water Quality. A master storm water drainage study design has been designed by the Developers Engineer and is incorporated and approved within this Agreement as Attachment 3, which is sufficient to proceed with the development of the Project(s).

3.2. Major Utilities.

3.2.1. Utility Infrastructure. Developers Engineer has been retained to provide a utility evaluation of the Park Lane Commons Development. During this initial evaluation, capacities and connection points will be determined for each underground utility. A Preliminary Utility Plan has been created for the development. This plan shows in plan view the proposed utilities and estimated sizes, in addition to connections points, service and meter location, and required infrastructure to be in compliance with the local governing district. This plan will serve as a base for the final utility drawings and will be the source for determining the final delivery of utilities to the Site.

3.2.1.1. Water. Located within Station Parkway at the intersection of Grand Avenue is a 10" culinary water line. In order to obtain water service, the project will be required to connect to this line with a 10" culinary water line, looped through the development, and re-connected back to Station Parkway. All culinary services, fire sprinkler lines, and fire hydrants will be connected from the interior looped line. Fire Hydrants will need to be spaced through the development at 300 foot intervals and be approved by the Farmington City Fire Marshall. An outside consulting firm will be retained to provide testing and analysis to determine existing fire flow, service flow, and pressure within the existing system. Upon completion of the test, the civil engineer will review and provide comment to provide a minimum system design to meet the proposed demand.

3.2.1.2. Sewer. To meet the sewer demands, Developer has worked with Central Davis Sewer District to construct a lift station located on Station Parkway. A 10" line currently services Lot 101. There is sufficient capacity in the lift station to service the projected demand of the Park Lane Commons Development. Attachment 2 illustrates the proposed lines and points of connection. Currently a 16" line has been stubbed from the lift station to Parcel E&H, which is planned to be extended to Parcel F. Parcel I will connect to the existing line in Station Parkway. Parcels A and B will be serviced from a new line to be constructed and connected to the line servicing Lot 101. This is based upon demands related to building square footage and use. Sanitary sewer designs will need to meet minimum separation from existing utilities (10' culinary water, 6' all others) and Central Davis Sewer District Standard Specifications. Final building finished floor

elevations will need to be closely reviewed to meet sanitary sewer invert elevations. Upon completion of the Preliminary Grading Plan, it will be necessary to verify adequate elevation.

3.2.1.3. Gas. An existing 8" natural gas line exists on the north side of Station Parkway. Pressures for the gas line are adequate to meet the design loads due to the proximity of a Questar District Regulator Station. Coordination with Questar will need to occur prior to construction and will be important to involve them with the preliminary utility design of each Project.

3.2.1.4. Electric. Station Parkway has an existing underground power line that serves the development area. Service for the development will be provided from the lines existing within Station Parkway. The service will be extended into the development as needed and eventually looped when determined by Rocky Mountain Power.

3.2.1.5. Phone/Data. Century Link or others will provide phone and data services for the proposed development. The location of existing service is located in the southeast corner of the proposed development. Century Link or others will engineer the proposed development when further information is provided and will loop through the development.

3.2.1.6. Comcast Cable. Comcast, a cable provider, is not available for service in the proposed area. It is currently not in their plans to expand into the area for 10-15 years. Existing roads, railroads, pipelines, etc. make it difficult to expand into the area. Service will eventually reach the area from the west.

3.2.1.7. Secondary Water. Secondary Water will need to be purchased from Weber Basin. Once a completed Utility Plan is submitted to Weber Basin, records will be reviewed to determine the water rights available and what additional shares may need to be purchased. With the construction of Station Parkway, Weber Basin constructed a 10" main line in Station Parkway, which is available for connections for each Project. Developer will work with Weber Basin in the design, purchasing of necessary water, connections and construction of Secondary Water as required for each Project within Park Lane Commons Development.

3.2.1.8. Existing Oil/Gasoline Lines through Site. Pioneer Pipeline, in association with Conoco-Phillips, operates an 8" High Pressure refined gasoline pipeline through north east end of the proposed development. The pipeline is located within a 50 foot easement. The Developer has an existing agreement with Conoco that allows for the construction of the proposed development as illustrated on Exhibit B.

3.2.1.9. Conceptual Utility Plans. See Attachments "2," "3" and "4" attached hereto and incorporated herein by this reference.

3.2.2. Grading and Drainage Design. A civil engineer has been retained to review existing and any new geotechnical studies undertaken by the Developer. In reviewing the geotechnical studies, close attention will be paid to fill requirements, groundwater levels, pavement design, over excavation, surcharging, import material, and liquefaction. Also, based upon existing and future survey information, the project developer will provide a Preliminary Grading Plan as part of the Site Plan Review. This plan will establish building finish floor elevations, preliminary storm drain plan, proposed detention pond locations, cut and fill locations, and connections to existing infrastructure.

3.2.2.1. Geotechnical Report Evaluation. Currently, the civil engineer has reviewed two reports that have been provided. First, AGECE, Preliminary Geotechnical Report, Parcel B, Farmington, Utah dated 12/5/2012 (Proj # 00115-106) and GeoDesign Inc. Preliminary Report of Geotechnical Engineering Services, Park Lane Commons, Parcel H Farmington, Utah dated 1/8/2013(Proj # CenterCal 4-10). In both, the typical soil consists of sand, silt, and clay underlain by deposits of gravel, sand, silt, and clay. Also, both reached an agreement that groundwater can be expected at approximate 5 feet in depth.

Both studies are under the assumption that lightly loaded structure can be constructed on shallow foundations and spread footings. A surcharge program may not be required at building plan locations unless subjected to high point loads. Areas of great fill in parking and road locations may want to consider applying imported fill early and allow settling over several months. Liquefaction can be expected in the area and is anticipated to be between 2 to 6 inches during a seismic event. For building larger than two to three stories, piles and deep foundation may be required to meet design needs.

3.2.2.2. Grading and Storm Drainage. Existing storm drainage facilities exist local to the proposed development. Station Parkway consists of one storm drain line on the south side. This line is 18" in diameter and flows to the west discharging into Shepard Creek. Closer study of how these drainages will be handled by the development will be included in the proposed Grading and Drainage Design. Attachment 3 has a complete engineering review and recommendation.

4. Description of proposed development standards at the edge of the PMP to promote compatibility between the PMP and adjacent land uses.

4.1. Periphery Development. Even if the development of Park Lane Commons is initially limited to the area generally designated in Project Site, streets and walkways will be built to accommodate the anticipated traffic load for the initial build out. Street locations will anticipate likely development scenarios on the adjoining properties if such properties are acquired by Developer. The development standards found in Exhibit D of the Development Agreement for Park Lane Commons will be utilized throughout Park Lane Commons, including areas on the periphery.

4.1.1. Omitted intentionally.

5. Sequence and timing, where known, of project construction, public land and right-of-way dedications, site infrastructure improvements, off-site infrastructure improvements, and supporting facilities.

It is contemplated that a themed mix of uses as provided for in Attachment 5, will commence within 2 years of project approval and will be built out over a period of 3 -15 years, constituting the initial phase of Park Lane Commons (the area generally designated as Areas on Parcels A, B and the frontage portion of E&H). Full build-out within the Project Site could exceed 1 million square feet, the majority being themed mix-use in nature. Infrastructure will be installed to meet the usage demands of the Project.

6. Discussion of the incorporation of existing structures, if any, in future development plans.

Lot 101 (Exhibit A-1) This area is controlled by an existing PMP and is the Park Lane Village Apartments consisting of three story apartment buildings (324 total residential units) and an associated clubhouse along with accessory carport structures. Lot 101 serves as the gateway connection/trailhead for the district pathway system including paths to the commuter rail station, Grand Avenue Promenade, the Legacy Parkway Trail system and pathways to the north. The Trail has been completed under a separate development agreement with Developer and has been accepted by the City.

Area I (Exhibit A-1) currently is occupied by accessory structures that will be incorporated into the planned mixed use commercial area as development occurs. The existing buildings are part of addiction recovery program being supported by the Developer. The use of these buildings are in compliance with the allowed uses under the Ordinance. END OF PMP NARRATIVE

- LEGEND**
-  PROPOSED ACCESS
 -  STREET FRONTAGE IMPROVEMENTS ALONG STATION PARKWAY
 -  STREET FRONTAGE IMPROVEMENTS ALONG GRAND AVENUE
 -  STREET FRONTAGE IMPROVEMENTS ALONG BROADWAY
 -  STREET IMPROVEMENTS ALONG STATION PARKWAY BY OTHERS



LEGEND

	FREEWAY
	MAJOR ARTERIAL
	MINOR ARTERIAL
	NEIGHBORHOOD ROAD/LOCAL
	FUTURE CONNECTION
	PEDESTRIAN TRAIL SYSTEM
	POINT A

• IT SHOULD BE NOTED THAT SOME STREETS WILL BE INITIALLY DEVELOPE AS "NO BUILD ZONES" UNTIL ADJACENT DEVELOPMENT CAUSES THE NEED FOR A RIGHT-OF-WAY.

• SEE ATTACHMENT 7 FOR STREET CROSS SECTIONS

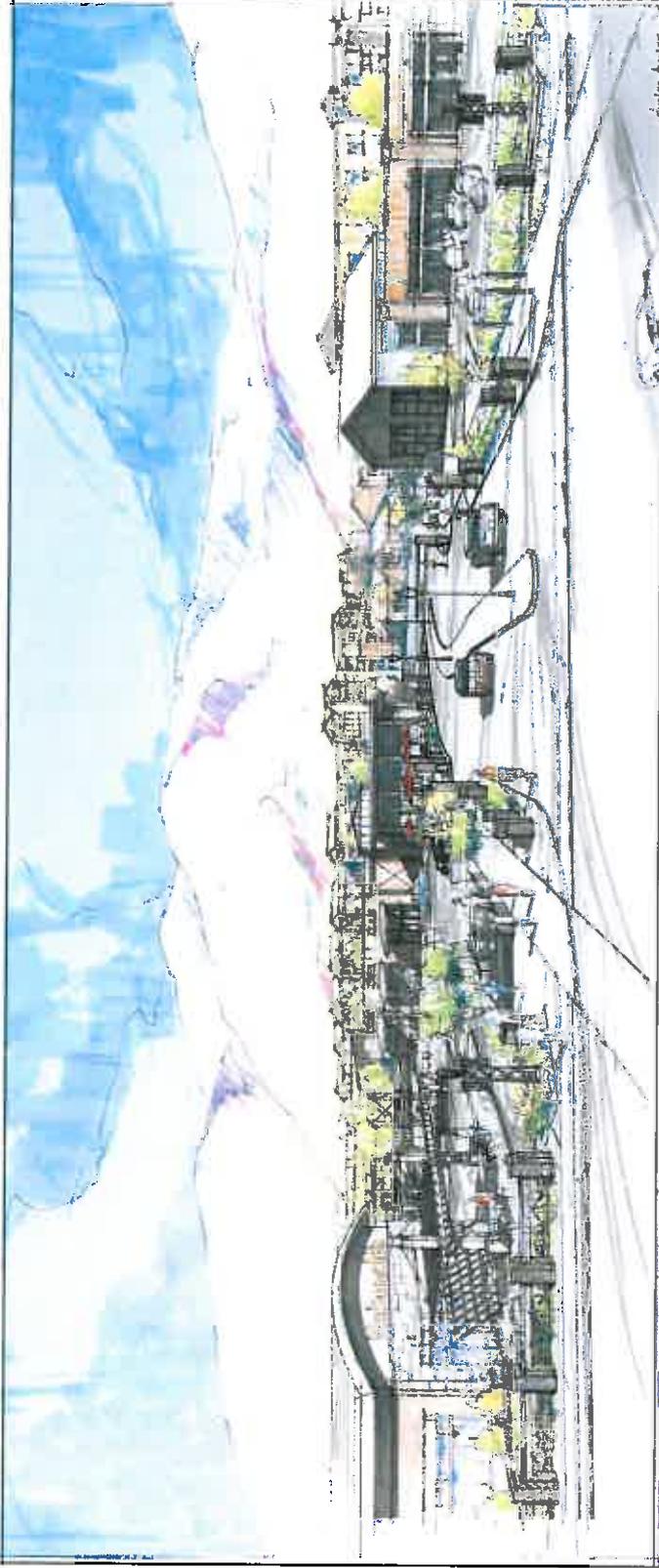


LEGEND

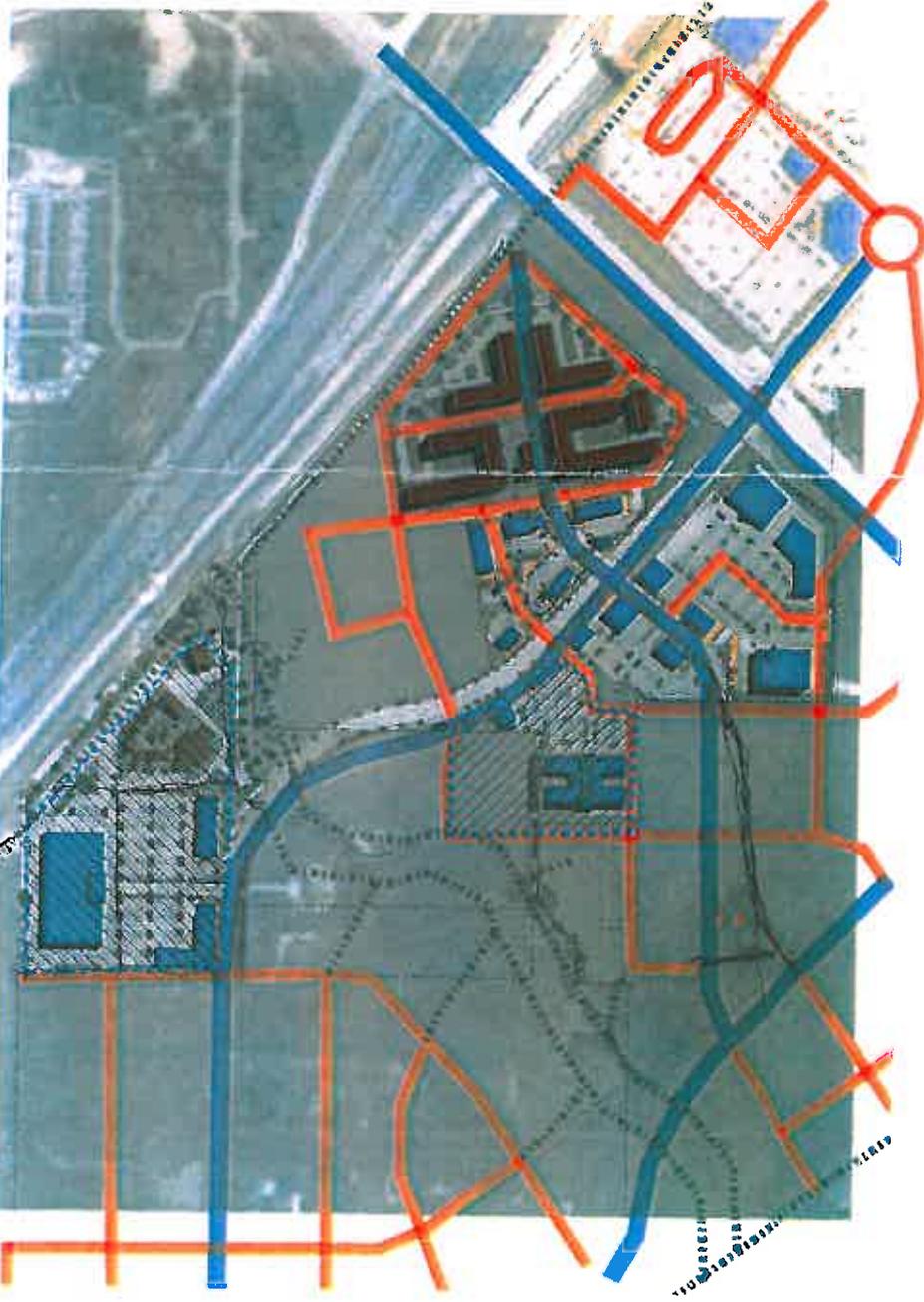
	PEDESTRIAN CONNECTIONS
	BICYCLE CONNECTIONS
	BUS ROUTE
	PEDESTRIAN TRAIL SYSTEM
	OPEN SPACE

ADDITIONAL OPEN SPACE WILL BE
 COMPRISED OF LANDSCAPING ALONG/IN
 PERIMETER OF BUILDING FOOTPRINTS





Draft Attachment 1-5



Park Lane Commons
 Farmington, Utah
 December 9, 2013

PARK LANE
 COMMONS



The regulatory plan intent has been matched as shown by the overlay. Flexibility in the final location of the road network will accommodate open space and wetlands and will be defined by the site plans that develop with future tenants.



Irregular block pattern caused by lot geometry, open space and public transit line. Block perimeter approximately 2600'



Irregular block pattern caused by lot geometry and open space. Block perimeter approximately 2100'



ARCHITECTURAL
NEWS

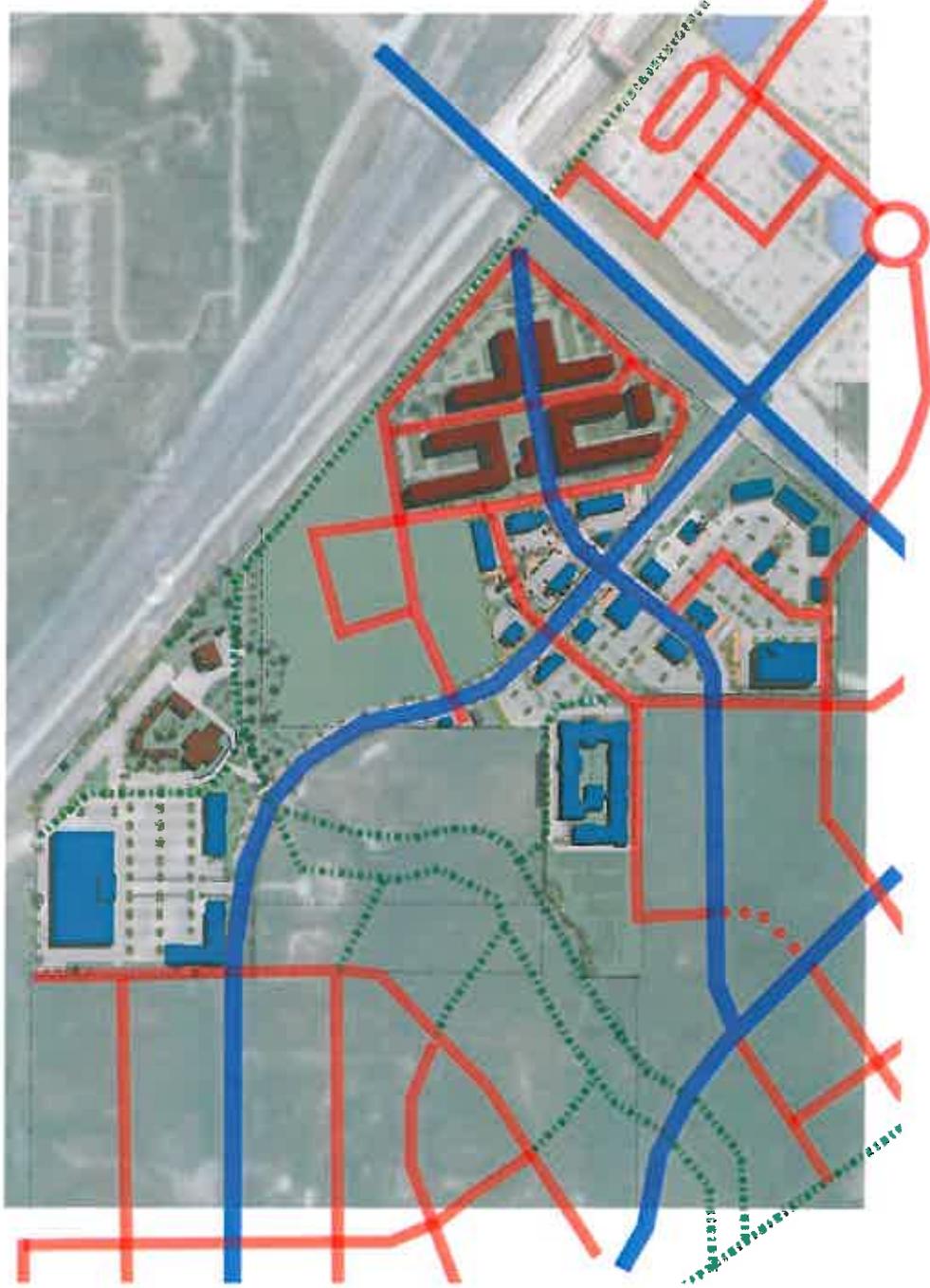
PMP

ATTACHMENT 1-5





The regulatory plan intent has been matched as shown by the overlay. Flexibility in the final layout of the road network will accommodate open space and wetlands and will be defined by the site plans that develop with future tenants.





Legend

- San. Sew. Manhole
- Storm. Manhole
- Utility Box
- Water Valve
- Sanitary Sewer
- Gas Valve
- Gas Meter
- Telephone Line
- Power Line
- Fire Cyl.





June 15, 2013

Mr. Scott Harwood
The Haws Companies

RE: PARK LANE COMMONS EXISTING & PROPOSED UTILITY ANALYSIS

Dear Scott,

We have been engaged with the civil engineering for the overall 72 acre Park Lane Commons Development for the past 3 years. During that time we have worked with your previous engineer, Earl Kemp, and with the City of Farmington to evaluate and prepare the necessary plans for the utility infrastructure to support the development.

Attached is a detailed analysis of each of the required utility systems. This analysis is derived from a storm water study that was prepared by this office in March of this year, which I have attached to this letter.

The storm water study is broken down into 5 areas Labelled A-1 through A-5. A-1 is the 15.53 acre tract of land on the north side of Burke Lane & Station Parkway and is also the location of Red Barn Farms. Areas A-2 & A-3 (14.04 & 21.90 acres, respectively) are located on the east side of Station Parkway between Burke Lane to the north & Park Lane to the south. Areas A-4 & A-5 are located on the west side of Station Parkway. A-4 is 12.0 acres and is located between the overall project's south boundary line and the future extension of Grand Avenue to the west. Finally, A-5 is located on the west side of Station Parkway & extends out to Shepard Creek. A-5 consists of 11.78 acres. The total area of this study is 75.31 acres including city dedicated roadways. This approach was agreed on at a meeting held in December 2012 at the City Offices with Engineers from the Haws Companies and the Farmington City Engineer present.

WATER:

Each of these areas will be serviced by an existing 10" water line that was placed below Station Parkway as indicated in CRS Engineers' design drawings titled "Farmington City - Station Parkway:North" dated 3-16-2010. There are (2) existing 8" lines that extend from this 10" line beneath Richards Way and Grand Avenue. These 8" lines provide domestic water to the entirety of A-3 and the proposed future development that will be located on the east end of A-2. Area A-3 has a looped distribution system & the proposed future development will provide a looped connection configuration that will be drawn from as development in A-2 progresses towards Station Parkway. Although areas A-4 & A-5 do not have any water infrastructure in place, it is readily available to connect to with an existing 10" stub located at the west side of the intersection of Grand Avenue & Station Parkway. This 10" line will be looped through both areas A-4 & A-5 & provide domestic water, fire suppression & hydrant service for both of these areas. Finally, A-1 will connect to the 10" line beneath Station Parkway with (2) hot tap connections to provide looped water distribution. The existing 10" line also loops



underneath Park Lane to the Station Park Development. The existing 10" line beneath Station Parkway meets the needs of the development.

SANITARY SEWER:

Areas A-2 & A-3 will be sewerred through an existing 10" PVC sanitary sewer line that runs beneath Richards Way. This 10" line has a conveyance capacity of 3.8 CFS (1,705 GPM) & only needs to service 35.8 acres. This existing 10" main conveys the waste water effluent to an existing Central Davis Sewer District lift station where it is pumped up to an existing gravity system that outfalls to the wastewater treatment plant located northwest of the project.

Areas A-4 & A-5 will be sewerred by a future main that runs through each of these respective areas & outfalls into the existing lift station. These areas outfall into an existing 16" line that was stubbed out of the lift station and extended by developer into area A-5.

Area A-1 will be conveyed through a series of future lines that tie into an existing 30" CDS main line that runs beneath Burke Lane.

STORM DRAINAGE:

The storm drainage throughout this development is constrained by the limited amount of flow that can be discharged into Shepard Creek. Each of the above mentioned areas are discussed in the attached storm water study which was developed with input from CRS Engineers & Farmington City representatives. The development will install temporary detention if needed for areas A-1, A-4 and A-5, which will eventually be replaced by participation in a regional detention facility once it is available. Ultimately, Areas A-1 & A-4 will discharge at controlled rates through future city owned storm drainage systems to the west and south that tie into these future regional detention facilities. In the interim, detention will be constructed on-site to handle the required outflow. This will allow each area to be developed in phases prior to a city system being completed. Areas A-2, A-3 and A-5 will discharge at the rates included in the attached study into Shepard Creek. A-3 has been designed to be a pass through system which conveys the majority of the flow generated in that area unrestricted through a series of existing 15", 18" & 24" lines and discharge directly into Shepard Creek. These existing lines are adequate to convey these flows. Systems for Areas A-1, A-2, A-4 & A-5 will be designed to meet the required discharge constraints as development in those areas progress.

POWER, GAS & COMMUNICATIONS:

An overall Concept Plan has been developed for each of the dry utilities required for Park Lane Commons. The main distribution lines for power, gas and fiberoptic run parallel to Station Parkway behind the backs of curb. Service lines & transformers will



extend from these distribution lines and feed each of the proposed developments. There are three major switch boxes in place to service future electrical distribution.

In summary, there is either existing service to each phase of the development currently or there is sufficient capacity within the existing systems to support the proposed development plan of 6-15-2013 and attached with this letter. We have designed and planned for the necessary lateral connections for the required utility services. Additionally, we have had previous discussions and meetings with the service providers along with the City, where they have confirmed the availability of these services.

In our professional opinion the plans you have ready to submit to the City will meet the necessary engineering requirements for you to proceed with the Development of Park Lane Commons.

Please contact me if you have any further questions.

Thanks,

Coury Morris, P.E.
Principal
Great Basin Engineering, Inc.



**PARK LANE COMMONS
PARK LANE AND STATION PARKWAY
FARMINGTON, UTAH
STORM WATER STUDY**

Project No. 12N611

8-30-2013

General Site Information:

The proposed Park Lane Commons site is located along Station Parkway between Park Lane and Burke Lane in Farmington, Utah. Construction will consist of a new commercial development, including several buildings, parking lots, roadways, sidewalks, curb and gutter, underground utilities, and landscaped areas when completed. Needed detention volumes are also calculated and provided. The site has an area of about 75 acres including the interior roadways. Storm water from the site will be collected in inlet boxes and continue via storm drain to detention facilities located throughout the site, and be released to the west at a rate that allows no more than 15 cfs (75 acres @ 0.2 cfs/acre) to leave the overall site into an existing creek & future city regional drainage facilities to the west and south of the site. (See figure and calculations this sheet).

The proposed site is broken up into 5 drainage areas (labeled A-1 through A-5). A runoff coefficient of 0.15 was used for natural ground and landscaped areas. A runoff coefficient of 0.90 was used for asphalt, concrete, and other hard surfaced areas. An average runoff coefficient was calculated for each individual area of the site under developed conditions.

Rainfall intensities were taken from Farmington City. The values obtained were interpolated as necessary. A copy of this data is attached.

Data showing area information, runoff coefficient, and required detention for the site is also provided and can be found in the attached calculations.

Orifice Plate:

An orifice plate will be used for each detention facility onsite, and will be sized to accommodate the flows calculated in the attached sheets.

Storm Water Area Breakdown:

Area A-1: Area A-1 has been modeled with a 0.2 cfs/acre discharge rate & will outfall into a future city storm drain system & detention facility located west of the development. The discharge rate for Area A1 is 3.10 cfs for the 15.53 acre area.

Area A-2: Area A-2 is 14.04 acres and has has been modeled at .072 cfs/acre due to the limited amount of capacity that can be discharged into the existing creek. Area A2 will be released at 1.02 cfs.

Area A-3: A-3 is 21.90 acres and will be conveyed through an existing storm drainage system that has a conveyance capacity of 11 cfs – this existing drainage system also conveys the runoff from the existing roads within the development & discharges into the creek. The existing system has been



designed & the specifics have been agreed upon previously between Forsgren Engineering & Farmington City's Consulting Engineer, CRS. Park Lane Village Apartments currently utilize 5.0 cfs as approved by the city engineer. The total outfall rate from A-3 is approximately 11.0 cfs.

Area A-4: Area A-4 will be restricted to a 0.2 cfs/acre rate and will discharge into a future city owned storm drainage system to the south of this development. Area A4 is 12.0 acres & will release 2.40 cfs into the future system.

Area A-5: Area A-5 is 11.78 acres and will be restricted to a 0.058 cfs/acre discharge rate. This area will discharge directly into the creek and will convey 0.75 cfs.

In summary, Areas A-2, A-3, & A-5 will all outfall directly into the existing creek running through the site. Detention will be provided adjacent to the creek bank and within the area breakdowns shown on the attached map. Areas A-1 and A-4 will outfall to future city owned systems to the west and south, respectively. Temporary detention will be provided in each of these areas as necessary. The total amount contributed to the future west system from Area A-1 will be 3.10 cfs. The total amount contributed to the south system from Area A-4 is 2.40 cfs. Areas A-2, A-3 & A-5 combined will contribute 12.77 cfs into the existing creek. A total release of 15.0 cfs for the development area is by prior city approval. The difference between 15.0 cfs and 12.77 cfs is utilized by flow generated from roads within the development. Each area will have temporary detention designed to meet the requirements listed until a future city system is completed. This will allow each of these areas to be developed in phases prior to a city system being completed.

Detention Calculations:

Detention calculations are based on the release rates discussed above and are broken down as follows: A-1, 50,869 cubic feet; A-2, 45,846 cubic feet; A-3 is unrestricted through the existing drainage system (the conveyance system designed for area A-3 is already in place and operating) A-4, 41,662 cubic feet; A-5, 66,570 cubic feet.

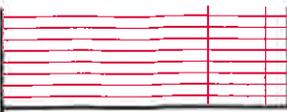
In the event the detention facilities experience a storm much larger than the design storm water will then spill out into the streets and continue to the west in a historical fashion.

Great Basin Engineering, Inc.

Prepared by Ryan Bingham, P.E.

A blue ink signature, likely of Coury Morris.

Reviewed by Coury Morris, P.E.

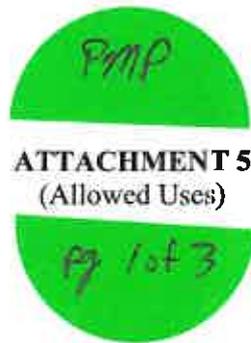


Legend
 See 4.0 for more information

- San. Sewer: Manhole
- San. Sewer: Invert
- San. Sewer: Branch
- San. Sewer: Water Valve
- Water: Valve
- Water: Line
- San. Sewer: Water
- San. Sewer: Line
- Storm: Drain
- Telephone: Line
- Fire: Gas

PMP
 Attachment
 4





ATTACHMENT 5
(Allowed Uses)



*Planning Commission
recommendation:
Remove from PMP*

Key to Allowed Uses:

P – Permitted

N – Not Permitted

O – Permitted by Ordinance, but NOT permitted in the Area described

Restrictions:

1 – Drive-up window / drop-off lane allowed with special use review by the Planning Commission. No additional curb cuts shall be added to accommodate the drive-thru / drop-off lanes.

2 – Also see Section 11-18-1-7 (2)(e)(ii)(17) for provisions for buildings over 20,000 sf.

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), etc.

	Areas				
	A	B	E	H	I
Residential:					
Low-density residential - single-family detached min. of 5,000 sq.ft. lot size	N	N	N	N	N
Medium-density residential - single-family small lots and attached units or townhouses / condominiums limited to duplexes, triplexes, four-plexes, five-plexes, or six-plexes.	P	P	P	P	P
High-density residential - Condominium and apartment style	P	P	P	P	P
Artist Studio	P	P	P	P	P
Live / work Residential	P	P	P	P	P
Residential facilities for the elderly; residential facilities for the handicapped	P	P	P	P	P



ATTACHMENT 5
(Allowed Uses) Cont'd – page 2

	Areas				
	A	B	E	H	I
Commercial:					
Business, professional offices, outpatient medical facilities	P	P	P	P	P
Entertainment	P	P	P	P	P
Financial institutions (with the exception of non-depository institutions)	P	P	P	P	P
Fitness and recreation facilities	P	P	P	P	P
Hospitals, inpatient medical facilities	P	P	P	P	P
Lodging - limited to hotel and motels	P	P	P	P	P
Lodging - bed and breakfast	P	P	P	P	P
Neighborhood service establishments *	P1	P1	P1	P1	P1
Restaurant - Fast Food	P1	P1	P1	P1	P1
Restaurant - Traditional sit-down	P	P	P	P	P
Retail and Wholesale sales individual tenant use:	P	P	P	P	P
- Up to 5,000 sq.ft	P	P	P	P	P
- Greater than 5,000 sq.ft. and up to 20,000 sq.ft.	P	P	P	P	P
- Greater than 20,000 sq.ft.	P2	P2	P2	P2	P2
Vehicle - Service / Convenience store (including gasoline sales but no auto repair)	P	P	P	P	P
Accessory buildings that do not in aggregate have a footprint greater than 25% of the main building(s) on the development parcel	P	P	P	P	P
Parking structure	P	P	P	P	P
Civic Uses:					
Service and fraternal clubs and organizations, and religious institutions	P	P	P	P	P
Correctional/ detention facilities, half-way houses, drug or alcohol rehabilitation facilities, facilities for the treatment of confinement of the mentally ill, homeless shelters, and other similar facilities including those which may allow or require that clients stay overnight or longer.	N	N	N	N	P



Planning Commission
Recommendation:
Remove from
P.M.P

PARK LANE COMMONS

SIGNAGE CRITERIA
FARMINGTON, UTAH
March 2014

SIGNAGE CRITERIA

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1.1 Project Description

Park Lane Commons is a themed mixed-use development that encourages multi modal transportation with accommodations for pedestrians, bicycles and vehicles.

The planning intentionally creates “people spaces” that are open and inviting, with a consistent theme of architectural design and landscaping. The main central plaza or Marketplace faces Station Parkway and Grand Avenue and celebrates its connection to the public pathway system encouraging hikers and bikers to pass through or linger in a central amenity Marketplace and designated plaza spaces throughout the project. Depending on the day and time, this Marketplace may be either active with a Farmers’ Market; passive with shaded gathering areas; or transitory acting as a connection for the trail system to future medium density residential development to the north. The main plaza and surrounding plazas become a pleasant venues to enjoy outdoor dining complementing the surrounding commercial ventures as well as serving as a rest stop for commuters who have taken advantage of the proximity to the commuter rail and pathway system.

This “Marketplace” and, for that matter, the whole district receives identity in the form of iconic towers along the west side of interstate 15 which serve to announce the presence of the commercial entities and the district itself. This initial theme is to carry into the rest of the site planning. This includes development of a vernacular of queuing with a “signage gateway” that features the entrance off of Station Parkway along with scaled entry elements at other ingress points. The intent is to create a harmonious blend of mixed uses to complement the recently completed residential units nearby and the future development to come by providing connections and walkability for all users.

The commercial development will include food venues, retail shops and professional offices. The theming of the architecture will be a mix of contemporary and traditional building forms and organization; treated with “retro” finishes including over-grouted stone and masonry, horizontal siding, corten steel roofing and siding, heavy timber construction and the like.

The build-out of the structures establishing this pattern will occur in phases, with individual applications made for each building as the market place allows for their development, there may be minor variations and flexibility in the final design to each of these buildings based on the actual tenants needs.

1.2 Glossary of Terms

The following terms referred to in this sign criteria are defined as follows:

Animated Sign

A sign with action or motion, moving characters, changing colors, or change of light, which require electrical energy, but not including wind actuated elements, such as flags or banners.

Back Door Signs

Signs placed on the back entrance of Tenant's lease premises for purposes of delivery and access.

Copy Area

The area of a sign, exclusive of margins, in which copy and graphics may be placed. Copy area shall be computed by surrounding each graphic element with a regular geometric shape (e.g., circle, rectangle, trapezoid, ellipse), calculating the area contained within the shapes and then computing the sum of the areas. Minor elements such as swashes, simple lines, or other decorative touches that might extend beyond the limits of the geometric shape shall not be included as part of the copy area.

Customer Entry Area

The area up to (5') five feet on each side of the customer entry doors and extending perpendicular no further than (10') ten feet from the doors.

External Illumination

A light source mounted directly above or mounted on, the same wall surface as the sign it illuminates.

Flashing Sign

A sign, the illumination of which is not kept constant in intensity at all times when in use and exhibits sudden or marked changes in lighting effects.

Freestanding Sign

A sign supported by an upright brace or a sign, which is affixed to a base that is permanently attached to ground and wholly independent of any building for support.

Horizontal Band / Storefront Sign Band

Refers to a horizontal architectural building plane designated as a background for signage.

Internal Illumination Channel Letter

A sign designed to provide artificial light from a source within such sign, including neon and exposed lamp signs. Pin mounted letters are encouraged.

Letter Height

Letter height shall be determined by measuring the normal capital letter of a type font exclusive of swashes, ascenders, and descenders.

LOGO

An image composed of a collection of symbols, figures and design elements which together form a distinct and unique identifying mark. Logo heights for signs are regulated when they appear separately from, but are associated with the sign lettering.

Open Field

Open field refers to a building plane larger than the typical horizontal sign band height that provides a background for signage and is delineated by architectural features such as rooflines, archways, storefront glazing or building edges. An open field may be comprised of two or more horizontal bands.

Operational Signs

Operational signage indicating hours of operation, telephone numbers, specialty rules and regulations specific to each tenant, typically placed on the glazing of the entry door or nearby adjacent display window.

Real Estate Sign

A temporary sign advertising the sale, rent or lease of property on which it is located.

Rotating Sign

A sign designed to revolve or rotate in any manner whether by electrical power or other.

Sign

Any name, identification, description, display, illustration or device which is affixed to directly or indirectly upon a building structure or land in view of the general public and which directs attention to a product, place, activity, person, institution, or business.

Sign Face Area

The area that is allocated for sign placement, including margins, that is designated by the Committee as being available for display of copy and graphic.

1.3 General Signage Guidelines

1.3.1 Landlord Approval

Landlord Approval Required. The Landlord will remove any signs fabricated and installed without prior approval in writing from the Landlord. All costs for removal, including but not limited to patch and repair of the building, will be at the Tenant’s expense.

All sign concepts are to be generated from “camera-ready” logo artwork prepared by a professional graphic designer, and submitted to the Landlord for approval prior to concept development of any sign.

All sign colors are subject to review and approval by the Landlord as part of the tenant signage submittal.

Any special conditions or deviations from the guidelines in the sign criteria are to be approved in writing after submittal to the Landlord.

SIGNAGE SUBMITTAL

FOR _____

PLANS ARE APPROVED

PLANS ARE APPROVED AS NOTED AND SUBJECT TO LANDLORD LETTER

PLANS ARE NOT APPROVED REUSE AND RESUBMIT FOR FINAL LANDLORD APPROVAL.

DATE: _____

I HEREBY CERTIFY THAT THE SIGNAGE SUBMITTED FOR REVIEW AND APPROVAL IS THE PROPERTY OF THE LANDLORD AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE LANDLORD.

REVIEWED BY _____

PARK LANE
COMMONS
Forming the Urban

1.3.2 Number of Signs

Section 1.4 establishes the number and type of signs permitted by signage district. Tenants and their designers are to refer to that map and select a combination of at least two sign types, and no more than four, from the designated district assigned to their leased premises. Blade signs oriented to the Promenade do not impact the total number of sign types.

1.3.3 Location

Signs may be located adjacent to entries or storefronts only, unless otherwise indicated in building elevations provided by the Landlord.

Refer to the Landlord's sign plans and elevations for approved sign locations and size requirements.

The specific area of placement of each tenant sign is indicated on the building elevations. The Landlord, prior to installation must approve variations from these designated areas. The maximum allowable square footage area of each sign is to be determined based on the size of the store and its location within the project.

1.3.4 Content

Signs that incorporate creative logos or graphic elements along with the business identity are encouraged.

Store name to consist of "Trade Name." Tag lines, bylines, merchandise or service descriptions are allowed with the permission of the Landlord.

Signs, copy and graphic elements shall fit comfortably into sign area, leaving sufficient margins and negative space on all sides. Wall signs shall appear balanced and in scale within the context of the sign space and the building as a whole. Thickness, height, and color of sign lettering shall be visually balanced and in proportion to other signs on the building. In all cases, the copy area shall maintain a margin at least (3") three inches from any edge of the sign face area.

1.3.5 Illumination

Where signs are internally illuminated, light-transmitting surfaces shall be non-gloss, matte materials.

Only letters and logos shall transmit light while background remains solid opaque. No illuminated backgrounds or boxes are allowed.

Lighting for all tenant signs shall be turned off after closing or reduced between the hours of 12:00 a.m. and 6:00 a.m.

All exposed or skeletal neon must be backed with an opaque coating, and be approved in writing by the Committee. All housings and posts for exposed neon signs must be painted out to match the sign background immediately behind.

1.3.6 Color and Materials

Dimensional letters and plaques shall be affixed without visible means of attachment, unless attachments make an intentional design statement and are approved by the Landlord. Color of letter returns are to contrast with building colors for good daytime readability.

The interior of open channel letters shall be painted dark when against light backgrounds. Sign colors are to provide sufficient contrast against building background colors and are to be varied from the adjacent tenants.

Acceptable sign material treatments include:

- Dimensional geometric shapes coated or burnished for variety in color and texture.
- Painted Metal.
- Screens, grids, or mesh.
- Etched or polished metal.
- Cut, abraded, or fabricated steel.
- Dimensional letterforms with seamless edge treatments.
- Natural opaque hard surface materials with matte finish.

- Glass

1.3.7 Temporary Signs

Temporary Grand Opening signs will be allowed in accordance with Landlord’s approval only. See Landlord’s Tenant Coordinator for specific signage requirements. These criteria will not prevent granting of temporary special permit or otherwise permitting signs advertising or pertaining to any civic, charitable or special event of general public interest that takes place within the City when it can be found that such signs will not be materially detrimental to the public welfare, interest or safety, nor injurious to adjacent property.

1.3.8 Interior Signs

Signs suspended behind the storefront glazing system, visible from the outside of the store, shall not exceed (10%) ten percent of the total glass area of the storefront. Signs shall be suspended a minimum of (12”) twelve inches from glass and professionally designed and reproduced. These signs are excluded from signage area calculation formula.

1.4 Signage Districts



1.4.1 Commercial Mixed Use

This district emphasizes commercial uses. The activities range from Retail and Restaurant to professional office. The intent is to allow tenants to announce their presence in a manner that preserves the character and theming of the surrounding site. See the Signage Table for dimensional parameters and other requirements.

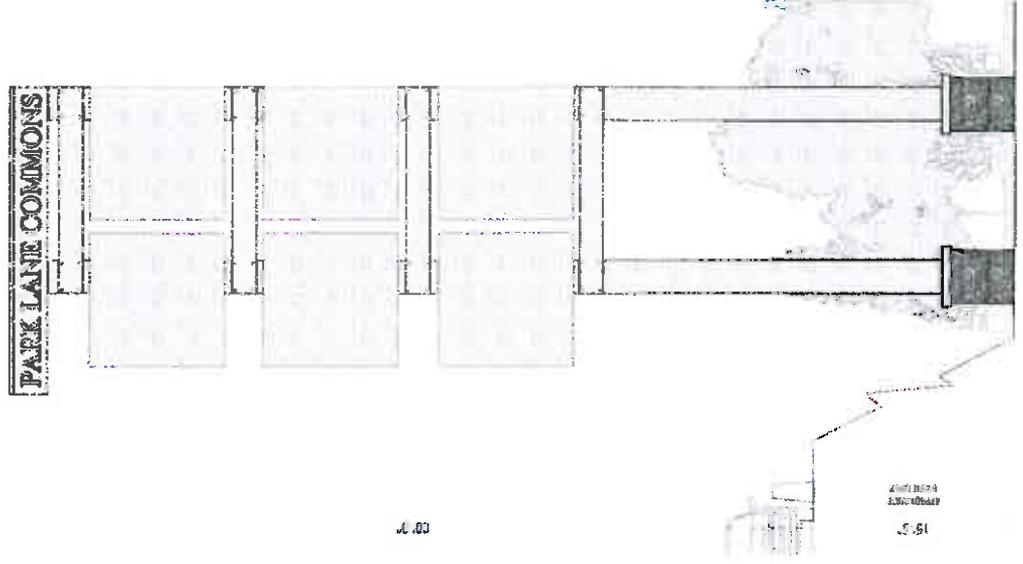
1.4.3 Promenade

As described in the Farmington city ordinance and regulating plan, Grand Avenue is a designated promenade. Signage is to address pedestrians, bikes and slow moving cars.

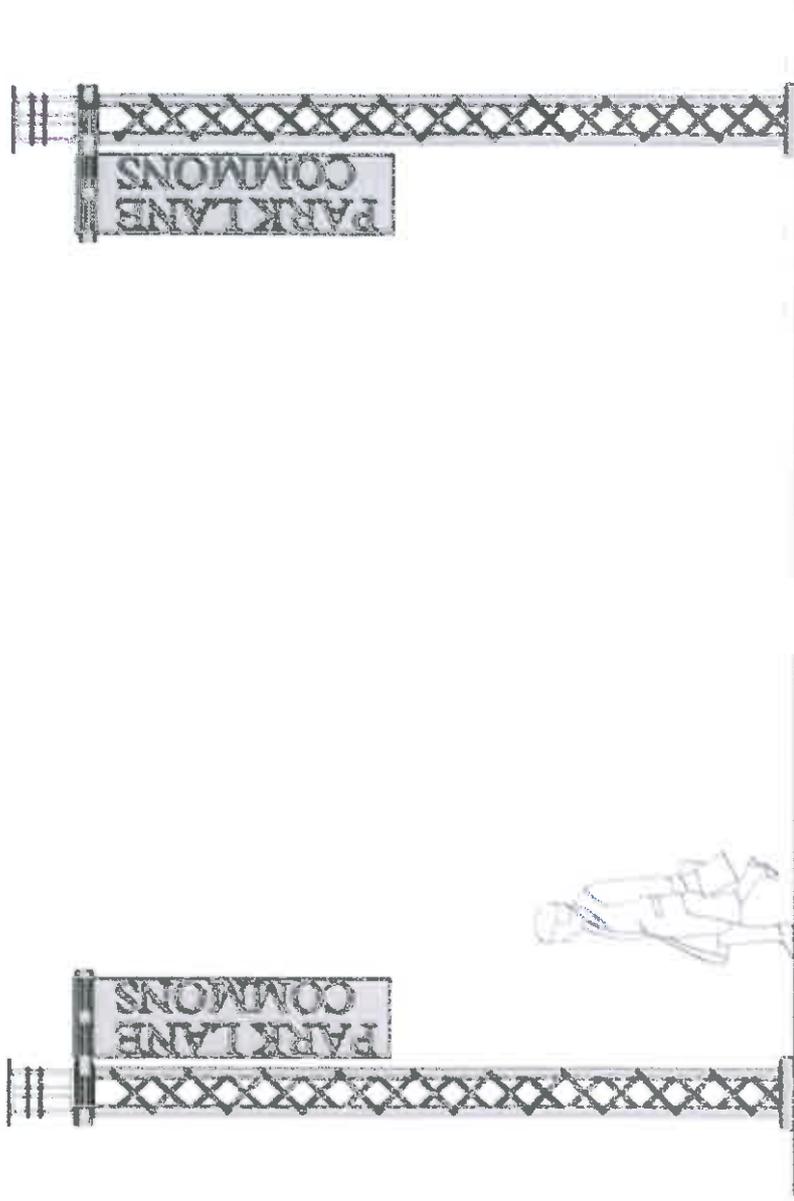
1.4.4 Site Theming Signage

The Site Theming Sign shall consist of the following:

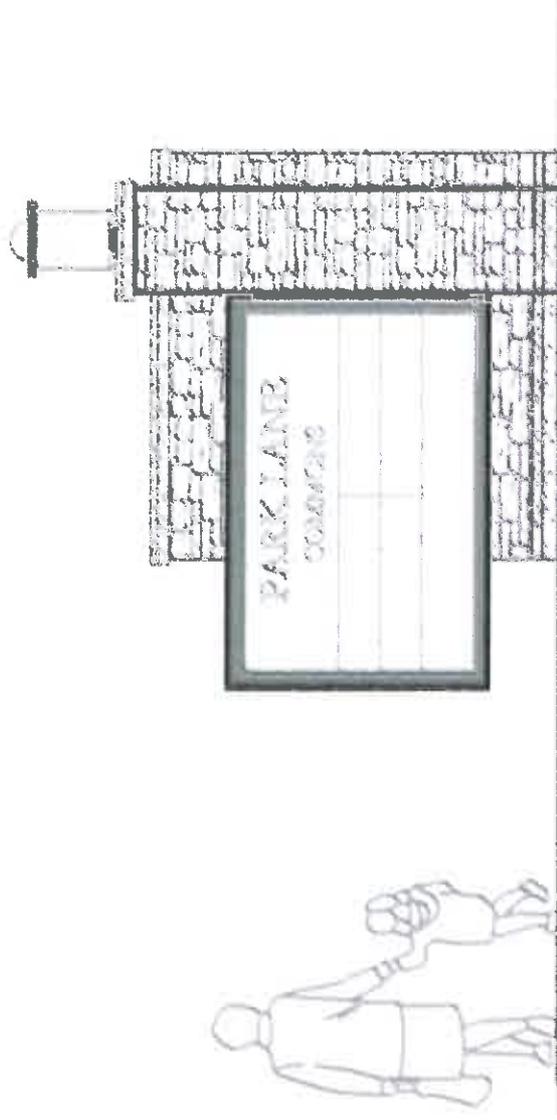
Project Tower Sign (up to 60' in height)



Project Gateway Signage (12' to 16' height)



Project Monument Signage (6' to 10')



1.5 Sign Standards by Type

1.5.1 Wall Signs

Wall signs shall be located above the storefront display windows and/or entry doors, parallel to the storefront façade, projecting no more than (8") eight inches from the building surface. The heights of the signs are outlined in the Maximum Allowable Tenant Signage table that follows in this section of the manual. Colors, finishes and materials for storefront Wall Signs are an extension of those used for the Tenant's identity. Contrasting designs and materials should be used to convey the Tenant's unique identity provided that the entire façade demonstrates unified design intent.

Types of Wall Signs to be encouraged include:

- Dimensional letters and logo forms fabricated from durable materials that have a painted, gilded or metal finish. These letters should be illuminated with point source, bracket mounted light fixtures that accentuate the form of the letter and logos.
- Letters and logo forms painted, gilded or screened printed onto continuous or individual fascia panels. These panel signs should be illuminated in a similar manner as described above. Panels shall be layered for visual and three dimension quality.
- Individual channel letters and logos with halo illumination. Letters and logos must be at least (3") three inches in depth with a LED light source.
- Internally illuminated channel letters and logos with acrylic faces may be allowed for Tenant's that demonstrate that they will use this sign type with the utmost creativity of design and highest quality materials and fabrication.

Minimum conditions that must be met are:

- The attachment of acrylic faces to the metal channel of the letter form must be clean, flush and discreet.
- The acrylic face of the letter forms must have a matte finish to avoid reflections in the letter when not illuminated.

- Raceways connecting letter forms must be concealed within the storefront construction.
- No light leaks permitted.
- Open channel letters and logos with exposed neon illumination are permitted at the Landlord's discretion if they clearly demonstrate and support the Tenant's identity

1.5.2 Wall-Mounted Plaque Signs

Plaque signs are dimensional panels located on Tenant walls, columns, pilasters or doors displaying a Tenant name logo and /or building name. Tenant plaque signs may be installed on Landlord provided neutral piers in designated areas. See base building documents for permitted locations and blocking details. Fabrication materials and methods include but are not limited to the following.

- Cast metal with polished letters and/or paint filled background.
- Etched or machined metal.
- Professionally fabricated custom porcelain or ceramic tiles.
- Carved and gilded stone panels.
- Deep etched glass panels.

1.5.3 Shingle/Blade Signs

All Tenants shall be encouraged to install blade signs where indicated. Refer to Section 1.4. The details and materials used for Tenant blade signs should display the unique character of each individual Tenant.

All projecting blade signs will be mounted perpendicular to the storefront and will project (18”) eighteen inches to (42”) forty-two inches from the building façade and be no greater than (42”) forty-two inches in vertical dimension. Blade signs must maintain a minimum clearance of (8’-0”) eight feet above the sidewalk. A wide variety of sign types will be available to each Tenant when designing the body of their signs including:

- Object signs of logo or primary sale products fabricated/sculpted from durable materials.
- Dimensional letter/logos attached to sign panels.
- Painted, screen printed or gilded sign panels.
- Exposed neon illumination will NOT be allowed

All blade signs must be illuminated. Projecting blade signs for retail Tenants are permitted to have external light fixtures to illuminate their signs or Tenants may choose to have integral illumination. Illumination will be controlled and can be on only during business hours. Cost of all power and installation is the responsibility of the Tenant. Blade signs must be attached in a manner to prevent excessive swinging of sign. The blade sign bracket should be creative and unique. Sign drawings should show the form of attachment to the building and bolts should be properly concealed.

1.5.4 Window Signs

Tenants are encouraged to add more interesting identity to their storefront with graphics placed directly on the inside face of the glass of windows and/or doors. These may include:

- Screen printing, gilding and cut vinyl. These signs may be applied to the surface of the glass.
- Logos, letters and other supplemental graphics that contribute to the Tenant’s identity may be displayed.

1.5.5 Awning, Canopy and Marquee Signs

Tenants are encouraged to install awnings, canopies and /or trellises as a means to provide shade and comfort to shoppers.

- Awning and trellis signs add to the overall identity of the Tenant's façade.
- The Tenant's name and /or logo may occur in two places on the awning as described in the Maximum Allowable Tenant Signage table that follows.
- Canopy Sign types are permitted on canopies or trellises. Colors, finishes and materials used for these signs shall be complementary to the Tenant façade and an integral part of the canopy or architectural element. These signs may be attached to the top or vertical face. Sign heights are outlined in the Maximum Allowable Tenant Signage table. Types of Canopy Signs to be encouraged include:
 - Dimensional letters and logo forms fabricated from durable materials that have a painted, gilded or metal finish. These letters should be illuminated with point source, bracket mounted light fixtures that accentuate the form of the letter and logos.
 - Letters and logo forms painted, gilded or screened printed onto continuous or individual fascia panels. These panels signs should be illuminated in the similar manner as described above, and layered for visual and three dimension quality.
 - Individual channel letters and logos with halo illumination. Letters and logos must be at least (3") three inches in depth with a LED light source.
 - Internally illuminated channel letters and logos with acrylic faces may be allowed for Tenant's that demonstrate that they will use this sign type with the utmost creativity of design and highest quality materials and fabrication. Minimum conditions that must be met are:
 - The attachment of acrylic faces to the metal channel of the letter form must be clean, flush and discreet.
 - The acrylic face of the letter forms must have a matte finish to avoid reflections in the letter when not illuminated.
 - Raceways connecting letter forms must be concealed within the storefront construction.
 - No light leaks permitted.

1.6 Signage Approval Process

Submit (2) two copies of all required submittals for signage to the Landlord for review and approval.

1.6.1 Artwork Submittal

All sign concepts are to be generated from “camera-ready” logo artwork prepared by a professional graphic designer and submitted to the Landlord for approval prior to development of any signage.

1.6.2 Concept Drawing Submittal

Included in preliminary storefront submittal, and prior to shop drawings and sign fabrication, Tenant shall submit for Landlord approval three sets of Concept drawings reflecting the design of all sign types.

Sign concept drawings are to be submitted concurrently with storefront and awning design. Partial submittals will not be accepted.

1.6.3 Shop Drawing Submittal

Upon Landlord's written approval of Tenant's concept drawings, Tenant shall submit (3) three complete sets of shop drawings for Landlord approval. Shop drawings shall include the following:

- Fully-dimensioned and scaled shop drawings @ 1/2" = 1'0" specifying exact dimensions, copy layout, typestyles, materials, colors, means of attachment, electrical specifications and all other details of construction.
- Elevations of storefront @ 1/2" - 1'0" showing design, location, size and layout of sign drawn to scale indicating dimensions, attachment devices and construction detail.

- Section through letters and/or sign panel @ 1/2" = 1'0" showing the dimensioned projection of the face of the letter and/or sig panel and the illumination.
- Cut-sheets of any external light fixtures.

A full set of final shop drawings must be approved and stamped by the Landlord prior to permit application of sign fabricator.

Following Landlord's approval of sign shop drawings, Tenant or his agent shall submit to the City of Farmington for permit, sign plans signed by the Landlord. Tenant or his agent shall provide Landlord with a copy of the permit once it has been issued by the City of Farmington.

Signs shall be inspected upon installation to ensure conformance with the Landlord approved drawings. Any work unacceptable to Landlord shall be corrected or modified at the Tenant's expense.

1.7 Prohibited Sign Types

The following sign types and finishes shall be prohibited at Park Lane Commons

Farmington:

- Illuminated sign boxes.
- Illuminated back-lit canopies.
- Signs with exposed raceways, conduit, junction boxes, transformers lamps, tubing, or neon crossovers of any type.
- Rotating, Animated and Flashing signs.
- Pennants, banners, or flags identifying individual tenants.
- Permanent sandwich boards.
- Rooftop signs, except in areas designated by Landlord.
- Plexiglas/Acrylic-faced signage.
- Exposed raceways (unless design elements), conduit, junction boxes, transformers, lamps, tubing, or neon crossovers of any type are prohibited.
- Signs painted on an exterior building wall, fascia, chimney of a building, on a fence or fence-type wall, benches, fence posts, trash receptacles, utility poles, utility boxes, storage sheds, bus

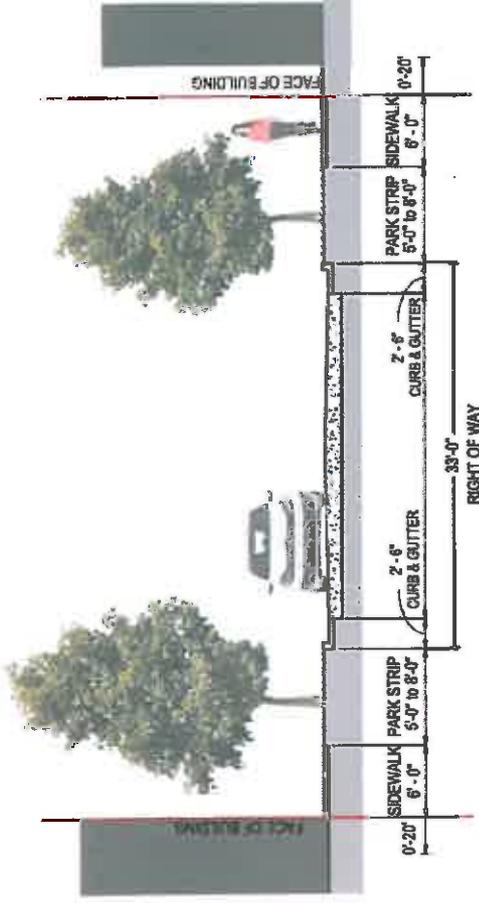
shelters, satellite dish antennas, antennas or other accessory structures except as specifically approved by the Landlord.

- Any sign designed to be moved from place to place.
- Balloons and inflatable signs. Signs that emit sound, odor or visible matter. Fluorescent or reflective sign colors.
- Simulated materials, i.e. wood grained plastic laminate, wall covering, paper, cardboard or foam.
- Signs that bear or contain statements, words or pictures of an obscene, pornographic or inappropriate character.
- Any sign advertising the availability of employment opportunities.

1.8 Table of Signage Dimensional Requirements

MAXIMUM ALLOWABLE TENANT SIGNAGE									
COMMERCIAL MIXED USE DISTRICT									
SIGN TYPE	LESS THAN 6000 SF			6000 SF TO 20000 SF			GREATER THAN 20000 SF		
	MAX AREA PER SIGN	MAX LETTER HEIGHT	MAX LETTER DEPTH	MAX AREA PER SIGN	MAX LETTER HEIGHT	MAX LETTER DEPTH	MAX AREA PER SIGN	MAX LETTER HEIGHT	MAX LETTER DEPTH
1. WALL SIGN***	85 SF**	24"	4"	225 SF**	36"	6"	400 SF**	48"	8"
2. PLAQUE SIGNS	4 SF	-	-	4 SF	-	-	4 SF	-	-
3. SHINGLE/BLADE SIGNS	*	*	*	*	*	*	*	*	*
4. WINDOW SIGNS	10 SF***	8"	-	10 SF***	8"	-	10 SF***	8"	-
5. AWNING - CANOPY - MARQUEE	60 SF**	18"	-	90 SF**	24"	-	120 SF**	36"	-
6. MENU POSTER CASE	6 SF	-	-	6 SF	-	-	6 SF	-	-
7. GRAND OPENING BANNER	10 SF	12"	-	10 SF	12"	-	10 SF	12"	-
NOTE: GREATER THAN 50000 SF, LANDLORD MAY APPROVE ALTERNATIVE SIGN PLAN									
* - SEE PARAGRAPH 1.5.3									
** - MAXIMUM OF 50 % FRONTAGE LENGTH									
*** - LESS THAN 25% OF THE TOTAL WINDOW AREA									
**** - LIMITED TO PRIMARY FAÇADE OR FRONTAGE ALONG PROMENADE									

RESIDENTIAL



• NEIGHBORHOOD ROAD/LOCAL
1" = 10'-0"

*PER CHAPTER 18, DRIVE AISLES AND OTHER MULTIMODAL TRANSPORTATION PATHS MAY SERVE AS THE CIRCULATION AND CONNECTION WAYS AS OUTLINED IN THE REGULATING PLAN AND EXHIBIT B OF THIS PACKAGE. AS THE NEED FOR STREET NETWORK ARISES, THIS STREET SECTION WILL INFORM NEIGHBORHOOD/LOCAL STREETS.

> ROAD CROSS SECTIONS
ATTACHMENT 7 (CONT.)

PMP
Attachment
7
Pg 2 of 2

Alternative Development Standards Proposed by
THC 4.2.14

As the Applicant, we are requesting approval under the alternative process in Section 11-18-114 of the Mixed-Use District Ordinance that requires implementation by a development agreement. The Planning Commission is required to hold a public hearing on both the proposed Project Master Plan and the substantive provisions of the development agreement that would invoke Section 114; and to make a recommendation to the City Council since they have final approval authority of the development agreement which will include the PMP as an exhibit. In order to assist the Planning Commission in complying with the requirements of the Ordinance, we are providing the following list, which summarizes the eight (8) specific substantive items in the development agreement as to which we are seeking to invoke Section 114:

1. Signage Package - In an effort to work with the City and their concern for 100' tower signage internal to the project, we have approached the Tenant's who want to be part of Park Lane Commons and have worked hard to put together a signage alternative that will give them the exposure needed and bring them to the project. We are requesting tower signage adjacent to I-15 and 60' above freeway grade at the 3 locations identified in Section 1.4 of the signage package.

2. Grand Ave NORTH - The portion of Grand Ave that is adjacent to Parcel A&B we are asking for approval of the building locations and improvements as shown on the PMP Site Plan for these two Parcel's. This is the same configuration that was approved by the City Council in February 2013.

3. Grand Ave SOUTH - We are requesting that we be able to improve the frontage along Grand Ave in Parcel E &H with horizontal hardscape, landscape or parking improvements on an interim basis until vertical improvements are constructed along this portion of Grand Ave frontage. This will allow for organized and successful phased development of the property.

4. Regulating Plan Amendments - We are requesting that Market Street which per the Regulating Plan travels right through the middle of Parcel E (Flag Piece of Property) be moved to travel down the edge of Parcel E and be split 50-50 between The Haws Companies property and E&H Land (Evans) property. The location where it is shown currently does not allow for successful development of Parcel E and also creates challenges for E&H Land to develop their property. We are also requesting that the perpendicular street to Market Street going through the Flag Property be removed as it creates issues for the tenant use planned for this area. This is illustrated in Attachment 1-5 to the PMP.

5. Parking Density - We are requesting that the minimum parking spaces required for a fast-food and/or drive-in restaurant shall be 12 parking spaces per 1000 square feet of floor area and for assisted living shall be 0.5 spaces per unit. The off street parking reductions found in Section 11-18-110 of the Ordinance will be applicable.

6. Drive-Up Windows - In that portion of property zoned TMU and GMU we are asking for special use approval for up to 5 Drive-Up Window establishments. Provided however, that these Drive-Up Windows will not be located at buildings that front Grand Ave in the GMU Zone.

7. Site Plan Review - The conditions listed in Section 11-18-107 (2)(d)(i)(1-4) of the Farmington City Zoning Ordinance shall not require the application to be forwarded to the Planning Commission for approval, but will be reviewed and approved exclusively by the City Planner/Zoning Administrator.

8. Building Orientation - Except for Grand Avenue, commercial retail buildings may "back" onto Park Lane, Station Park and on other streets as illustrated in the PMP with the primary entrance not facing or clearly visible and accessible from the public street [a deviation from the standards set forth in Section 11-18-107(2)(e)(iii)(6)], and oriented to interior parking, but shall otherwise comply with the building form, site development standards and other criteria (including large footprint building criteria) as set forth in Chapter 18 and the Development Agreement.

PARKLANE COMMONS

EXTERIOR SIGN STUDY

Presented By



Rocky Mountain Region

Salt Lake Office
1605 South Gramercy Road
Salt Lake City, UT 84104
801-487-8481

Denver Office
3770 Joliet Street
Denver, CO 80239
303-375-9933

Version: R6
4-29-2014



WEST BOUND VIEW

YESCO
Foothill Mountain Region

YESCO South Mountain Area
1400 South Mountain Blvd
Farmington, UT 84403
801.734.1000
www.yesco.com

PROJECT: PARK LANE
ADDRESS: 400 S. ...
CITY: FARMINGTON, UT
OWNER: JEFF FRAMPTON
DESIGNER: Dustin Smith
DATE: 08-29-2013

UNIVERSITY OF UTAH
SCHOOL OF ARCHITECTURE
1600 E. 10TH AVENUE
SALT LAKE CITY, UT 84143
801.524.2000
www.arch.utah.edu

YESCO'S
ARCHITECTS

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FARMINGTON, UTAH

ORDINANCE NO. 2014 -

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW
A CHANGE OF ZONE FOR PROPERTY LOCATED NORTH OF
PARK LANE AND WEST OF THE UNION PACIFIC RIGHT-OF-
WAY FROM A TO OMU, GMU AND OS.**

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

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

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

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

Section 1. Zoning Change. The property described in Application # Z-5-13, filed with the City, and located north of Burke Lane and west of the Union Pacific R.R. right-of-way from A (Agriculture) to OMU (Office Mixed Use) (16.19 acres), said property being more particularly described on Exhibit "A" attached hereto.

Section 2. Zoning Change. The property described in Application # Z-6-13, filed with the City, and located west of Station Parkway and north of Park Lane from A (Agriculture) to GMU (Office Mixed Use) (21.56 acres), said property being more particularly described on Exhibit "A" attached hereto.

Section 3. Zoning Change. Shepard Creek traverses the property described in Sections 1 and 2 herein. Notwithstanding the foregoing, portions of the afore said property shall be re-zone from A (Agriculture) to OS (Open Space) as measured from 50 feet from the centerline of said creek more particularly illustrated on Exhibit "A" attached hereto.

Section 4. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 5. Effective Date. This ordinance shall take effect immediately upon recordation of a development agreement affecting the property described in Exhibit "A".

DATED this 20th day of May, 2014.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

EXHIBIT "A"

Legal Description of Property

**DEVELOPMENT AGREEMENT
FOR PARK LANE COMMONS**

WHEN RECORDED RETURN TO:

The Haws Companies
Attn: Scott W Harwood,
1200 West Red Barn Lane
Farmington, UT 84025

**SUPPLEMENTAL
DEVELOPMENT AGREEMENT
FOR THE PARK LANE COMMONS PROJECT**

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR THE PARK LANE COMMONS PROJECT (the "Agreement") is entered into as of this __ day of May, 2014, by and among THE HAWS COMPANIES, a Utah Corporation ("Developer"), and FARMINGTON CITY, a Utah municipal corporation (the "City"); Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Developer previously assembled a total of approximately seventy two (72) acres of property located in Farmington City, Utah as part of an original project site which included what were designated as Lot 101 and Parcels A, B, D, F, E & H and I as generally depicted on Exhibit A-1 attached hereto and incorporated herein by this reference. Developer and City previously entered into that certain Amended and Restated Development Agreement For Park Lane Commons dated June 28, 2010 (the "June 28, 2010 Agreement"), which included Lot 101 and Parcels A, B and D. Lot 101 has been developed and Parcel D will be developed under the terms of the June 28, 2010 Agreement.

B. Developer is the owner of approximately forty-six (46) acres of real property located in Farmington City, Utah, which it has assembled and designated as including Parcels A, B, E&H, F and I as depicted on Exhibit A-1. It is the intent of the Parties that this Agreement supersedes the June 28, 2010 Agreement with respect to Parcels A and B but otherwise remains in full force and effect with respect to Lot 101 and Parcel D, as applicable.

C. The intent of this Agreement is to describe the agreements and understandings between the Developer and the City related to the development and use of Parcels A, B, E & H, F and I (herein called the "Property"). The legal descriptions of the parcels comprising the Property are attached as Exhibit A-2 hereto and are incorporated herein by this reference. The Property is owned by Developer. It is the intent of the Parties that in the event of conflict between this Agreement and prior agreements or understandings between the Parties that the provisions of this Agreement shall control.

D. The project to be developed on the Property is to be known as "Park Lane Commons" (the "Project"). Park Lane Commons may be constructed in phases consisting of one

or more buildings (each herein referred to as a "Phase"), with areas for plazas, courtyards, landscaped features, signage, pedestrian walkways, seating and other pedestrian-oriented and open space uses (herein referred to as "Open Space").

E. Developer has applied for Project Master Plan Approval for the Property under Section 11-18-114 of the Ordinance, and the City has determined that Developer has complied with all the standards and procedures contemplated by the Farmington City General Plan (the "General Plan"), the Ordinance and any applicable Farmington City ordinances, rules and regulations (the "Land Use Regulations") with respect to the required development approvals.

G. The City also recognizes that the development of Property will result in tangible benefits to the City through the increase of the City's tax base, providing services to City residents, and the City is willing to agree to vest the development and use of the Property pursuant to the terms of this Development Agreement against future legislative changes in the General Plan, Ordinance and Land Use Regulations that would be in conflict with the provisions in this Agreement and/or impair the rights and entitlements granted to Developer herein.

H. Farmington City, acting pursuant to its authority under Utah Code Annotated 10-9a-101 et seq., the Ordinance and the Land Use Regulations, has made certain determinations with respect to the Property, and, in the exercise of its legislative discretion, has elected to process and approve the use, density, general configuration and development standards for the Property pursuant to Chapter 18 of the Ordinance, resulting in the negotiation, consideration and approval of this Development Agreement after all necessary public hearings and procedures.

AGREEMENT

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

1. Recitals.

Recitals A through H set forth above are incorporated herein and made a part hereof by this reference.

2. Condition Precedent.

As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and will only become effective at such time, and in the event that, the Farmington City Council, in the independent exercise of its legislative discretion, elects to approve the proposed rezoning of a portion of the Property to the General Mixed-Use District

("GMU District"), the Office Mixed-Use District ("OMU District") and the Open Space ("OS") as depicted on Exhibit A-1 attached hereto and incorporated herein by this reference.

3. General Description of the Property and the Project.

3.1. General Description of the Project. The Project is proposed as a mixed-use development in connection with its Transportation Mixed Use District ("TMU"), General Mixed Use District ("GMU"), Office Mixed Use District ("OMU") and Open Space ("OS") designations on the Regulating Plan map. The Project is proposed to: (a) encourage mass transit, walking, bicycling, car pooling and van pooling; (b) consider and encourage flexibility and efficiency in land use and development planning and design; and (c) consider area-specific transportation oriented land use/development approaches and patterns as recommended by the Utah Transit Authority ("UTA") and other transportation-oriented development experts.

3.2. Legal Description of the Property. The legal description of the parcels within the Property is attached hereto as Exhibit A-2. Exhibit A-1 is a map that illustrates the parcels within the Property and their relation to other nearby parcels of property. Unless otherwise provided, no other real property may be added to the legal description of the Property for purposes of this Development Agreement, except by a written amendment hereto signed by the Parties. Except as expressly set forth in this Agreement, this Development Agreement shall not affect any land other than the Property as described and defined herein, and which is subject to this Agreement.

4. Project Master Plan.

4.1 Approval of PMP. The development configuration of the Project is generally shown on the Project Master Plan of Park Lane Commons (the "PMP"), which consists of a narrative and graphic description of the Project as required by the Ordinance. A copy of the PMP is attached as Exhibit B hereto and is incorporated herein by this reference. The PMP has been approved by the City and the City acknowledges that the PMP as shown is generally in compliance with the Farmington City Code and Regulations. Approval of the PMP satisfies the requirement of the Ordinance for a conceptual plan and constitutes an approved Master Plan for guiding all future development of the Project proposed for the entire Property. Developer shall develop the Property generally in accordance with the amended Regulating Plan and the PMP attached as Exhibit B.

4.2 Minor PMP Amendments. Developer shall also be permitted to locate and thereafter to modify the location and size of any and all Projects/Phases, open space, parking fields, other on-site improvements, including roadways, landscape features and pedestrian walkways from time to time within the Property as a minor PMP amendment pursuant to Section 11-18-108(11) of the Ordinance; provided, that the proposed development of the Property including such modifications will comply with the following: (i) the PMP as modified will

continue to reflect the general elements of the Basic Configuration described above in this paragraph, and (ii) Grand Avenue shall be constructed in substantially the location illustrated on Exhibit B. Such modifications shall also be generally consistent with the "Mandatory Development Standards" (as defined below) set forth in this Development Agreement and shall reflect the approved uses set forth in Exhibit B to this Development Agreement.

5. Project Specific Development Standards.

5.1 Alternative Development Standards. Section 11-18-114(1) authorizes the City to approve a Development Agreement containing alternative development standards that supersede certain provisions of the Ordinance and the Farmington City Code and the Land Use Regulations. Pursuant to such authority, the development and construction of the Project shall proceed pursuant to, and consistent with, the Project Specific Development Standards and the terms and conditions of this Agreement and balance of the exhibits attached hereto. The Project Specific Development standards are set forth in Exhibit C, a copy of which is attached hereto and incorporated herein by this reference, and are referred to herein as the "Project Specific Development Standards". In the event of a conflict between the provisions of the Ordinance or the Land Use Regulations and this Agreement, the more specific provisions of this Agreement shall control.

5.2. Flexibility to Change Uses and Building Sizes/Locations. The Parties hereby understand, acknowledge and agree that the description, use, location, size and/or nature of any Project may change over time within the context of the mixed-use project proposed by Development and shown on the PMP. The descriptions or references in the PMP or this Development Agreement to particular Projects or the uses contemplated in particular portions of the Property shall not limit the description, use, location, size and/or nature of any Project within the Property or the mix of real estate uses within the Property. The Parties further understand, acknowledge and agree that the size, location, orientation, shape, height and other characteristics of buildings and vertical improvements shown on depictions in the PMP or as exhibits to this Agreement are for illustrative purposes only and are subject to change at any time, in Developer's sole discretion; provided, however, that all such buildings and vertical improvements shall comply with the requirements of the Regulations subject only to waivers and exceptions granted by the City in this Agreement and/or as part of the approval of the PMP. Notwithstanding anything to the contrary in this Agreement or in the Farmington City Code or Regulations, for that portion of the Property zoned GMU and OMU, the City shall accommodate and promptly grant Developer's requests for approval of building orientations and frontages that vary from the requirements of the Farmington City Code and Regulations; provided, however that the City shall not be required grant any such approval for buildings adjacent to Grand Avenue in the GMU area.

6. Master Development Guidelines. Developer shall draft and implement Master Development Guidelines ("MDGs") for the Project to fulfill the requirement for such master development guidelines for the Project for the purposes of Section 11-18-112 of the Ordinance.

7. Payment of Fees.

7.1. Development Application and Review Fees. The Parties acknowledge that Developer has paid the applicable application and review fees for the following applications: (i) the rezoning of the Parcels F and E & H to a GMU District Zone and Parcel I to a OMU District Zone, (ii) the approval of the PMP, and (iii) the approval of this Development Agreement. No further fees or engineering expenses shall be charged to Developer for the above-listed approvals and all other approvals set forth in this Agreement. All application, review and engineering fees for development or construction approvals, plan amendments and all applicable impact fees for each Phase of the Project shall be paid at the time and in the amounts set forth in the then existing and applicable sections of the Farmington City Code and the Land Use Regulations, or as customarily applied, for any such Phase as each site plan is submitted for approval ready for construction.

7.2. Other Fees. Except as set forth in Section 7.1 above, the City may charge other fees that are generally applicable, including, without limitation, standard building permit review fees for improvements to be constructed on improved parcels that are generally applicable on a non-discriminatory basis.

7.4. Certain Impact Fees. Developer agrees that the Project shall be subject to all impact fees, which (1) have been properly imposed under the requirements of generally applicable federal and state law; and (2) are generally applicable to other property in the City. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance. Developer does not hereby waive Developer's rights under any applicable law to challenge the legality of the amount of the fees based upon generally applicable state and federal laws or to apply for appropriate credits or reimbursements as provided herein or by applicable law.

8. Vesting and Compliance with Applicable Legal Requirements.

8.1. Compliance With Requirements. The City Council finds, based on its own review and the recommendation of the Planning Commission after all appropriately noticed public hearings, that the PMP and this Development Agreement meet the following criteria established by Section 11-18-114(4) of the Code: the PMP and this Development Agreement (1) are consistent with the Farmington City General Plan, (2) comply with the applicable City Ordinances, (3) appropriately establish and are consistent with the Project Specific Development Standards set forth in this Development Agreement, (4) establish an appropriate mix of uses in locations that will promote and encourage the goals of the TOD

Mixed-Use Districts and is consistent with the objectives of Section 11-18-105 (Uses); and (5) establish circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), coordinate with anticipated offsite circulation and transportation features and further applicable community-wide transportation objectives.

8.2. Vested Rights and Vested Projects. Subject to Section 8.3, Developer shall have the vested right to develop and construct the Project and to develop and construct specific Phases within the Project on the Property in accordance with the uses, densities, intensities, configuration of development, terms of the PMP, the Project Specific Development Standards described and incorporated in this Agreement. Pursuant to the vested rights granted by this Agreement, but subject to Section 8.3, Developer shall have the right to have development or construction applications for Phases within the Park Lane Commons Project processed and approved in accordance with the procedures and standards set forth in this Agreement. Any such Projects so approved shall also be deemed vested in accordance with this Agreement.

8.3. Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable land use laws after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section 8.2 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as delineated in *Western Land Equities, Inc., v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law. Any such proposed change affecting the vested rights of the Project or any Phase thereof shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project to be developed on the Property or any Phase thereof under the compelling, countervailing public policy exception to the vested rights doctrine.

9. **Term of Agreement.** The term of this Agreement (the "Term") shall commence on the date set forth above and shall extend for a period of twenty (20) years, unless this Agreement is earlier terminated, or its Term modified, by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective to applications that have been submitted and development that has already occurred within the Property notwithstanding the termination of this Agreement.

10. **Specific Project Agreements and Approval Conditions.**

10.1. Reimbursement from Benefitted Property Owners and Cooperation Regarding Public Rights-of-Way. To the extent the final plans for any portion of the Project to be developed

on the Property pursuant to the terms of this Agreement involve the construction of any public improvement abutting by or generally benefiting another benefited landowner, the City may enter into an agreement to assure abutting or other properties benefiting from any such public improvements pay their fair or proportionate share (determined in accordance with the standards referred to in the ____ City Code) at the time of development of the abutting or benefited properties. In the event that the development and construction of a street or other public improvement, as depicted on the Regulating Plan and in the PMP, requires the dedication of a right-of-way or property from a landowner who abuts the Property, the City shall cooperate with Developer to cause one of the following to occur (listed in order of priority and the preference of the Parties): (a) the City and Developer shall jointly attempt to persuade the abutting landowner to make the required dedication, (b) if the efforts of the City and Developer to effectuate option (a) above are not successful, then the City and Developer shall make good faith efforts to design and approve one or more modified street cross-sections to enable Developer to develop the Property without the dedication from an abutting landowner, or (c) if the efforts of the City and Developer to effectuate options (a) and (b) above are not successful, then the City shall make reasonable efforts to acquire the required dedication from the abutting landowner by exercising powers held by the City or otherwise.

10.2. Other Project-Specific Development Requirements and Agreements.

10.2.1 Streets and related Improvements. As each Phase is developed, all construction and improvements shall be in accordance with the Road Cross Sections of Exhibit B - Attachment 7 and the City design and construction standards that are reasonably applicable at the time of construction. Developer has already dedicated the necessary property to the City for Station Parkway and participated in the costs for the construction to date. The City shall complete the improvements to Station Parkway in accordance with the Road Cross Section of Exhibit B – Attachment 7 by May 30, 2015 and in accordance with the prior agreements with the Developer. City shall provide the electricity for all street lighting that is within a public right of way or public access easement.

10.2.2 Onsite Infrastructure and Improvements. Developer shall construct infrastructure and the improvements located on the Property generally in accordance with the PMP and the Project Specific Development Standards.

10.2.3 Grand Avenue. Developer shall work with the City to deed the necessary land for the right-of-way of Grand Avenue in the general location as illustrated on Exhibit A-1. Developer shall be responsible for the design and construction in accordance with City standards. Developer shall only be responsible for said construction at the time a specific building permit(s) is approved for Parcel E & H. The City agrees to construct and install the signal lights at the intersection of Grand Avenue and Station Parkway, as required under prior agreement with Developer, when it is warranted.

10.2.4 Red Barn Lane. Developer has made improvements to Red Barn Lane as provided for in previous agreements with the City. The road shall be further improved to Point A illustrated on Exhibit B - Attachment 1-1 to city standards as provided for in this Agreement, and the balance of Red Barn Lane shall remain as currently developed and maintained by Developer.

10.2.5 Legacy Trail. Developer has completed the trail to Red Barn Lane as previously obligated under separate agreement with the City. The City hereby acknowledges and accepts the improvements as satisfying Developer obligations required under said agreement.

10.2.6 Red Barn Farms. Developer has constructed improvements on Parcel I, which are intended to be part of the addiction recovery facilities and as depicted in the PMP. The City hereby agrees to its current and proposed use of such improvements on Parcel I.

10.2.7 Drive-Up Window Approval. In that portion of the Property zoned TMU, Developer is hereby granted special use approval for up to two (2) drive-up windows as depicted and described in the exhibits to the PMP.

10.2.8 Phasing, Landscape, Hardscape and Parking Improvements Prior to Vertical Construction. The Property may be developed in Phases and Projects, each of which may consist of one or more specific real estate products addressing one or more segments of the real estate market consistent with the approved uses set forth in the PMP and other PMPs within the Property. To allow for the organized and successful phased development of the Property, Developer will be allowed, in conjunction with a specific site plan for that area, to construct and install temporary hardscape, landscape and parking improvements on all or any portion of the Property on an interim basis until vertical improvements are constructed on the portion of the Property in question. Once vertical improvements are made on any portion of the property where temporary hardscape, landscape and parking improvements have been previously installed pursuant to the terms of this Section 10.2.8, then such vertical improvements shall be constructed in compliance with the terms of this Agreement and applicable Land Use Regulations.

10.2.10 TMU Area Approval. The portion of the Property zoned TMU is hereby approved as illustrated, depicted and described in the PMP, including the orientation, design and configuration of buildings, and the City shall promptly grant any further approvals necessary for Developer to develop the portion of the Property zoned TMU consistent with the illustrations, depictions and descriptions in the PMP.

10.3. Common Area Maintenance; Reciprocal Easement Requirements.

10.3.1. Common Area Maintenance Plan. Developer shall prepare, submit for approval by the City and implement a Common Area Maintenance Plan ("CAMP") on the

Property in accordance with the provisions of Section 11-18-113 of the Ordinance. Notwithstanding any provision in this Development Agreement to the contrary, Developer, and not the City, shall be obligated to establish, implement and enforce the covenants, assessment procedures, operation and maintenance requirements relating to the common elements of the Property, the design and landscape guidelines and the other requirements of this Section.

10.3.2. Reciprocal Easements. Any necessary easements for ingress, egress and utilities will be recorded as a condition precedent to subdividing the Property.

10.3.3. No Requirement to Coordinate With or Administer CAMP Requirements on Land Located Outside of the Property. City understands, acknowledges and agrees that Developer need not coordinate or administer the CAMP requirements imposed on subsequent projects outside of the Property under the terms of the TOD Mixed-Use zoning ordinance.

11. Further Review Processes and Review Standards.

11.1. Site Plan Review. Site plan review by the City of Projects within the Property shall be conducted in accordance with the Farmington City Code and the Regulations, subject to the following exceptions:

11.1.1 The conditions listed in Section 11-18-107 (2)(d)(i)(1-4) of the Ordinance shall not require the application to be forwarded to the Planning Commission for approval, but will be reviewed and approved by the City Planner/Zoning Administrator, provided, however, that:

- (a) Members of the Planning Commission and City Council shall receive notice of such applications;
- (b) The City Planner/Zoning Administrator, in his or her sole discretion, may present the application to the Planning Commission for its approval;
- (c) The Chair of the Planning Commission may review such applications and determine that they should be reviewed by the Planning Commission; and
- (d) Any decision on such applications by the City Planner/Zoning Administrator may be appealed to the Planning Commission (need details on timing, etc.).

11.3. Amendments.

11.3.1. Substantial Amendments. Any amendment to this Agreement that alters or modifies the Term of this Agreement, the permitted uses, the approved density or intensity of use, the text of the Agreement itself, the requirement of any amenity described herein that is available to the public, the Mandatory Development Standards, or provisions of the Agreement or any approved mechanism that imposes financial obligations on Developer or property owners within the Property shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the City Council prior to the execution of such an amendment.

11.3.2. Administrative Amendments. Unless otherwise provided by law, all amendments to this Agreement that are not Substantial Amendments shall be deemed "Administrative Amendments" and may be approved and executed by the City Planner without a noticed public hearing, recommendation by the Planning Commission or action by the City Council. Administrative Amendments may be reflected in a written approval or formal written amendment to this Development Agreement. In any event, Administrative Amendments will be deemed approved upon the issuance of the applicable building permit if not covered by a specific, separate approval or a written amendment to this Agreement. Amendments to an approved PMP shall be governed by and processed in accordance with the provisions of Section 11-18-108(k). Amendments to the provisions of the Mandatory Development Guidelines shall be submitted to the City for review and comment in accordance with Section 11-18-112.

11.3.3. Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

11.4. Right of Developer to Pay for Dedicated Outside Consultant to Assist in Permit Review and Inspection. The City agrees that the following special provisions are appropriate to allow development to proceed in the Property at an appropriate pace while also limiting the City's need to expand its full-time staff to meet temporary requirements: If a temporary backlog in the processing of applications within the City occurs and Developer offers to pay to the City the full cost of providing one or more qualified outside development application, construction application, subdivision and/or building permit reviewers on a temporary basis, the City, with the approval of Developer, may retain the services of qualified outside development application, construction application, subdivision and/or building permit reviewers as may be necessary to process subdivision and permit applications for development in the Property. The reviewer or reviewers shall be dedicated exclusively to review the development applications, construction applications, subdivision and/or building permit applications for development in the Property, and Developer shall receive a credit against review and permit application fees otherwise payable for development activity reviewed by the dedicated reviewer or reviewers. In the event the City determines to utilize such outsourcing, the Developer will deposit in advance with the City the City's reasonable estimated cost differential between outsourcing and routine in-house review of the application, and upon completion of the outsourcing services shall immediately pay or receive credit for any differential in the actual costs incurred by the City to obtain outside or overtime review of any submitted plats, drawings and supporting materials. The City's obligation to complete the review process as outlined above is subject to the Developer and/or Developers' submittal, in a timely manner, of a complete application including all the necessary data, drawings and engineering that is required by the City to complete the review process.

11.5. Separate Permitting. The City agrees that Developer may apply for building permits and be issued separate grading and excavation, footings and foundation and general building permits for Projects within the Property, which the City will use their reasonable efforts to process.

12. **Assignment Provisions.**

12.1. Binding Effect. This Agreement shall be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Property.

12.2. Transfer of the Property. Developer shall be entitled to transfer any portion of the Property subject to the terms of this Agreement upon written notice to the City. Developer also shall be entitled to transfer Developer's entire remaining interest in the Property subject to the terms of this Agreement with the approval of the City, such approval not to be unreasonably withheld. In the event of any such complete transfer of Developer's interests in the Property, the transferee shall be deemed to be Developer for all purposes under this Agreement with respect to that portion of the Property transferred. This Agreement shall not restrict a change in the control of Developer.

12.3. Release of Developer. In the event of a transfer of all of the remaining portion of the Property, Developer shall obtain an assumption by the transferee of the Developer's obligations under this Agreement, and, in such an event, the transferee shall be fully substituted as Developer under this Agreement and the Developer executing this Agreement shall be released from any further obligations with respect to this Development Agreement.

12.4. Obligations and Rights of Mortgage Lenders. Developer may finance the Property, or any portion thereof, and may execute one or more mortgages, deeds of trust or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by

this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein shall be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to standard City practice.

13. Review, Default, Termination and Disputes.

13.1. Periodic Review. The City may initiate a formal review of progress pursuant to this Agreement from time to time to determine if there has been demonstrated compliance with the terms hereof. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Agreement may be revoked or modified by the City in accordance with the provisions of this Agreement, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a breach of this Agreement by Developer or City. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements.

13.2. Default.

13.2.1. Events of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.

13.2.1.1. If a warranty, representation or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made.

13.2.1.2. A finding and determination made by the City that, upon the basis of substantial evidence, Developer has not complied in good faith with one or more of the terms or conditions of this Agreement.

13.2.1.3. Any other event, condition, act or omission which materially interferes with the intent and objectives of this Agreement.

13.2.1.4. Developer shall have failed to submit at least one complete development or construction application within the five (5) year period after execution of this Development Agreement.

13.2.2. Procedure Upon Default.

13.2.2.1. After the occurrence of a default under Section 12.2.1, the City Council may exercise a right to declare an "Event of Default" by authorizing the City to give Developer written notice specifying the nature of the alleged default and, when appropriate, the manner in which the Event of Default must be satisfactorily cured. Developer shall have ninety (90) days after receipt of written notice to cure the Event of Default. After proper notice and expiration of the ninety (90) day cure period without cure, City may terminate or amend this Agreement by giving written notice in accordance with the procedure adopted by the City. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any default by Developer under Section 12.2.1, nor shall it change the time of such default. Notwithstanding the ninety-day cure period provided above, in the event more than ninety days is reasonably required to cure an Event of Default and Developer, within the ninety-day cure period, commences actions reasonably designed to cure the Event of Default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion. Any exercise by the City of a termination right after notice and opportunity to cure shall be subject to the provisions of Section 12.3 below.

13.2.2.2. City does not waive any claim of default in performance by Developer, if on periodic review the City does not propose to modify or terminate this Agreement.

13.2.2.3. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes there for, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

13.2.2.4. All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the parties to pursue in the event there is an uncured Event of Default.

13.3 Termination.

13.3.1. Termination Upon Completion of Development. This Agreement may be terminated by agreement of both parties that "Completion of Development" (defined below) has occurred and the last to be satisfied of the Developer's and the City's obligations under this

Agreement have been satisfied (except those obligations of the parties which expressly survive the termination of this Agreement as provided below). The phrase "Completion of Development" means that (i) all of the Projects within the Property have been fully completed (or permits have been issued for the construction of any such improvements that have not been fully completed), and (ii) all public dedications identified and completed within the Property have been identified and preserved with restrictive covenants, plat restrictions, conservation easements or other similar instruments. In the event either party believes the requirements of this Section for termination of the Agreement have been met, the party may give to the other party a notice of Completion of Development. The party receiving the notice may disagree with the position of the party giving the notice of Completion of Development by giving a written objection within thirty (30) days after the notice of Completion of Development is received. When the parties are in agreement that requirements of this Section have been met, the City shall record a notice that the Agreement has been terminated (other than the obligations of the parties which expressly survive the termination of this Agreement) by agreement of the parties upon Completion of Development as contemplated by this Section.

13.3.2. Termination Before Completion of Development.

13.3.2.1. This Agreement shall terminate at the end of its Term unless the Term is extended by the City Council as a Substantial Amendment.

13.3.2.2. This Agreement shall be subject to termination by the City Council prior to Completion of Development when an Event of Default by Developer remains uncured after notice and opportunity to cure as provided in this Article 12. The termination of this Agreement shall be exercised by the City Council after written notice to all owners of the remaining undeveloped land within the Property and after a public hearing providing an opportunity of all such parties to be heard on the appropriateness of termination.

13.3.2.3. In the event of a termination pursuant to this Section 12.3.2, the City shall record a notice against the remaining undeveloped land within the Property indicating that the Agreement has been terminated that further development activity shall be governed by the terms of the Ordinance as it then exists and is thereafter amended from time to time.

13.3.3. Effect of Termination on Future Land Uses.

13.3.3.1. Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is improved in accordance with this Agreement and the site plan and subdivision and other approvals contemplated hereby shall be entitled to be used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed

in accordance with the provisions of this Agreement. The foregoing provisions shall apply even if such use or improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time; provided, however that if any such use does not conform with the then applicable use provisions of the Ordinance, the use shall be subject to termination under any applicable non-conforming use provisions of then applicable law.

13.3.3.2. Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is the subject of a pending or approved application for a development or construction approval shall be entitled to be processed, approved or not approved, used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement provided the owner of the portion of the Property that is the subject of the application proceeds in a commercially reasonable manner to finalize necessary approvals and thereafter proceeds in a commercially reasonable manner to commence and complete the improvements required by the application. The foregoing provisions shall apply even if such use or the improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time.

13.3.3.3. The benefits extended by the preceding two subsections shall apply to the uses (subject to non-conforming use termination provisions of then applicable law) and structures permitted at the time of the termination to be constructed on parcels approved and subdivided under those subsections, regardless of when an application for a building permit is submitted for structures on any such parcel.

13.3.3.4. Developer does not waive any rights Developer may have to assert the vested right to develop the Property after the expiration of the Development Agreement under then applicable laws or regulations.

13.3.4. Effect of Termination on Developer Obligations. Termination of this Agreement as to any Developer of the Property or any portion thereof shall not affect any of such Developer's obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, building permit, or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants or any other development requirements specified or created pursuant to this Agreement. Termination of this Agreement shall not affect or invalidate in any manner the following specific obligation of Developer, which shall survive the termination of this Agreement: the obligation of Developer to complete any improvements covered by any issued permit (including permits issued after the termination of this Agreement based on vested applications or the provisions of Section 12.3.3).

13.3.5. Effect of Termination on the City Obligations. Upon any termination

of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested by reason of this Agreement with respect to the remaining undeveloped land within the Property except to the extent set forth in Section 12.3.3. The remaining undeveloped land within the Property may thereafter be subject to then existing planning and zoning law to the extent not inconsistent with Section 12.3.3. Upon such a termination, the City shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements or fees applicable to such undeveloped portions of the Property subject to the effect of Section 12.3.3. The City shall remain obligated after termination of this Agreement to recognize and apply the provisions of Section 12.3.3, which incorporates the use, density, development standards and configuration contained in this Agreement under the circumstances described therein.

13.3.6. Damages upon Termination. Except with respect to just compensation and attorneys' fees under this Agreement and the enforcement of the terms hereof, Developer shall not be entitled to any damages, including consequential or punitive damages against the City upon the unlawful termination of this Agreement.

13.3.7. Survival of Provisions. The following provisions of this Agreement (and any provisions referred to therein or otherwise necessary for the interpretation thereof) shall survive the termination hereof: Articles 10, 11, 12, 13 and 14.

13.4. Disputes. In the event that a dispute arises in the interpretation or administration of this Agreement or if the default mechanism contained herein shall not resolve a default under this Agreement, then prior to taking any action to terminate this Agreement and subject to the right of the City to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Agreement or of any otherwise applicable law or regulation not in conflict with this Agreement, every continuing dispute, difference, and disagreement shall be referred to a single mediator agreed upon by the parties, or if no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The parties shall mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference or disagreement. The mediation shall be non-binding.

13.5. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Second Judicial District Court of the County of Davis, State of Utah.

13.6. Other Enforcement Provisions. The parties to this Agreement recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement

by seeking an injunction to compel compliance with the terms of this Agreement. In the event that Developer or any user on the subject property violates the rules, policies, regulations or ordinances of the City or violates the terms of this Agreement, the City may, without seeking an injunction and after thirty (30) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

14. Relationship of the Parties; Hold Harmless; Release.

14.1. Relationship of Parties. The contractual relationship between the City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) Park Lane Commons is a private development; (b) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property unless the City accepts dedication, ownership or maintenance of the improvements pursuant to a specific written agreement or recordation of a plat containing such a dedication; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

14.2. Hold Harmless.

14.2.1. Agreement of Developer. Developer agrees to and shall hold the City, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Property or the actions of Developer taken pursuant to or the failure of Developer to comply with the terms of this Development Agreement. Any such action shall be referred to as an "indemnified claim." Developer agrees to pay all costs for the defense of the City and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any indemnified claim. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section regardless of whether or not the City prepared, supplied or approved this Agreement, plans or specifications, or both, for Park Lane Commons or any Project. City may make all reasonable decisions with respect to its representation in any legal proceeding relating to an indemnified claim.

14.2.2. Exceptions to Hold Harmless. The agreements of Developer in Section 14.4.1 shall not be applicable to (i) any claim arising by reason of the negligence or

intentional actions of the City, or (ii) any claim reserved by Developer for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

14.2.3. Hold Harmless Procedures. The City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 10 days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the City shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

15. General Terms and Conditions.

15.1. Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A-2 attached hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in the ownership of the Property.

15.2. Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. The vested rights granted in this Agreement and the rights that survive the termination of this Agreement shall be construed to be in addition to any vested rights, nonconforming use or improvement rights or other similar rights granted by applicable law.

15.3. Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Property and other properties, this Agreement shall be deemed to refer to other developed and subdivided properties in Farmington City, Utah.

15.4. State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

15.5. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. No officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

15.6. Entire Agreement. Except as specifically stated, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

15.7. Attorneys Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

15.8. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City:

Farmington City
Attn: David Petersen, City Planner
160 South Main
Farmington, UT 84025

To Developer:

The Haws Companies
Attn: Scott Harwood & Richard A Haws
1200 West Red Barn Lane
Farmington, UT 84025

With copies to:

Jason K. Nelsen
Nelsen Law Offices, P.C.
1638 N. Washington Blvd; Ste. 208
North Ogden, UT 84404

15.9. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

15.10. Exhibits. This Agreement contains the following exhibits, which by this reference are incorporated herein and made a part hereof:

Exhibit "A-1"	Depiction of Property
Exhibit "A-2"	Description of Property
Exhibit "B"	Project Master Plan
Exhibit "C"	Project Specific Development Standards

15.11. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

IN WITNESS WHEREOF, this Agreement has been executed by Farmington City, acting by and through the City Council of Farmington City, Davis County, State of Utah, pursuant to Ordinance No. , authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

ATTEST:

FARMINGTON CITY,
a Utah municipal corporation

City Recorder

By: _____
Mayor

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the __ day of May, 2014, personally appeared before me Jim Talbot, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Jim Talbot acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER:

THE HAWS COMPANIES,
a Utah Corporation

By: _____
Scott W Harwood, President

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the __ day of May, 2014, personally appeared before me Scott W Harwood, who being duly sworn, did say that he is the President of The Haws Companies, a Utah corporation, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott W Harwood acknowledged to me that he executed the same.

NOTARY PUBLIC

Fenestration

14. A minimum of 60% fenestration is required on the street level of all street facing facades on arterials, principal, promenade and rail access streets. Street level is considered to be between 2 and 12 feet on these street types. Upper stories shall have a minimum of 30% fenestration for each story;
15. A minimum of 60% fenestration is required on the street level of all street-facing facades for all non-residential uses on neighborhood streets and pedestrian walkways. Residential uses on the street level must have a minimum of 40% fenestration on street-facing facades. Street level is considered to be between 2 and 10 feet on neighborhood streets and pedestrian walkways. Upper stories for all uses shall have a minimum of 30% fenestration for each story.
16. Windows of tinted or reflective glass may not be located between 2 feet and 9 feet above the sidewalk grade on street-facing facades.

iv. *Transit Mixed-use District Criteria.* In addition to the general, building design and site design criteria set forth in sections i through iii above, the following criteria shall apply in the TMU districts:

1. Buildings shall be sited to emphasize or reinforce the relationship of the development to the transit facility.
2. A primary building entrance facing or visible to the transit facility or the primary pedestrian connection to the transit facility shall be provided.
3. Clear, safe and adequate pedestrian connections and linkages between buildings and transit facilities, public rights-of-way and transit facilities and between multiple modes of transit shall be provided.
4. Maximize pedestrian amenities near transit facilities and along primary pedestrian connections to transit facilities.
5. Arrange building uses, heights and scaling devices to reinforce the station area core and to transition to adjoining areas.



11-18-108 Project Master Plan

(a) Intent. The intent of the project master plan (PMP) is to establish a framework for the development of large or phased projects. The issues that relate to the following areas shall be identified and a conceptual plan that addresses them provided as part of the PMP so that these issues are completely addressed as the development proceeds:

1. Transportation, Mobility, and Connectivity
2. Stormwater management, drainage and grading
3. Water quality systems
4. Major utilities

5. Open space and wetlands
6. Land use and the mixture of residential and non-residential uses

An approved PMP constitutes an approved master plan for guiding all future development within the area defined by the PMP.

(b) Required PMP. A PMP is required if any part of a development is in the TMU district. A PMP is required if a proposed development in the RMU, GMU, and OMU mixed-use districts anticipates one of the following:

1. Establishing or causing a change in the alignment of the regulating plan for the mixed-use district area;
2. Establishing or causing a change in an existing water drainage course.
3. Aggregating open space beyond a single zone lot as permitted pursuant to section 11-18-106.
4. Reducing the amount of open space required through the aggregation of open space as permitted pursuant to section 11-18-106.

Land owners, at their option, may elect to submit a PMP for their property, regardless of size, in order to establish a coordinated development plan for the project area. The city may also apply for a PMP if it is found necessary to implement the general plan. The PMP shall contain the information required in the applicable rules and regulations.

(c) Application and submittal. The PMP shall be submitted to the Community Development Department for review by the DRC and the SPARC.

(d) PMP requirements. In addition to the submittal requirements set forth in any PMP rules and regulations adopted by the city, all PMPs shall include the following information:

1. PMP narrative submittal requirements. Unless waived by the DRC, the following information shall be submitted in narrative form:
 - a. Descriptions of land use concepts; square footage ranges and general location/distribution; parking concept; public and private open space concept; on site circulation of primary auto, bicycle, pedestrian and transit connections within the area and connections to other areas.
 - b. Preliminary transportation analysis that addresses roadway network design and modal split.
 - c. Major stormwater drainage and management, water quality systems, major utilities, open space or land use issues; discussion of how such issues will be addressed as development proceeds.
 - d. Description of proposed development standards at the edge of the PMP to promote compatibility between the PMP and adjacent land uses.
 - e. Sequence and timing, where known, of project construction, public land and right-of-way dedications, site infrastructure improvements, off-site infrastructure improvements, and supporting facilities.

- f. Discussion of the incorporation of existing structures, if any, in future development plans.
 - g. Other information as required by the PMP rules and regulations.
2. PMP graphic submittal requirements. Unless waived by the DRC, the following information shall be submitted in graphic form according to technical requirements established by the adopted PMP rules and regulations:
- a. Existing conditions as specified in the PMP rules and regulations.
 - b. Diagram of conceptual land uses indicating the anticipated range of square footage by use within the PMP area.
 - c. Diagram of circulation plans for primary vehicular, transit, bicycle, and pedestrian modes of travel, including trail systems.
 - d. Concept plan that details the relationships between development within the PMP and the ingress/egress within the PMP area and to public amenities and/or open spaces.
 - e. Open space concept plan, showing both the general location and general configuration of the intended public and private open space areas as well as bicycle and pedestrian corridors and/or trails.
 - f. Preliminary utility and stormwater detention/retention plans.
 - g. Conceptual drawing showing the proposed size and layout of block patterns that may vary from those in the regulating plan.
 - h. Preliminary transportation analysis that addresses street network design, general internal circulation and modal split.
 - i. Proposed incorporation of any existing structures in future development plans.
 - j. Sequence and timing, where known, of project construction, public land and right-of-way dedications, site infrastructure improvements, off-site infrastructure improvements, and supporting facilities.
 - k. Maps and legal description of the boundaries of the PMP area.
 - l. Any other information required by the PMP rules and regulations.
3. Development Standards and Design Guidelines. Development standards and design guidelines shall be required for development in the mixed-use districts. These will be reviewed by the SPARC and may be approved as part of the PMP process. The PMP may be approved without development

standards and design guidelines, but these shall be approved prior to development plan approval for any development project within the PMP area.

4. Optional submittals. The following may be required by the DRC or requested by the applicant:
 - a. Conceptual location, size, and configuration of proposed public facilities, including schools.
 - b. Major issues not resolved in the PMP with discussion of how they will be addressed as development proceeds.
 - c. Master sign plan.
 - d. Narrative and graphic description of any proposal for the aggregation and/or reduction of open space that demonstrates compliance with section 11-18-106.
 - e. Narrative and graphic description of any proposal for a reduction in parking beyond 25%, as allowed in section 11-18-110.
 - f. Water quality best management practices may be included in the master drainage study.
- (e) Waiver of specific submissions. Any information required by the adopted PMP rules and regulations or this section, 11-18-108, may be waived by the DRC on the basis that the information is not necessary to review the proposed PMP and such waiver shall be documented in writing by the zoning administrator.
- (f) Review of PMP. Upon receiving a complete PMP application and pursuant to the distribution process set forth in the development plan review section of this Chapter, the applicant shall deliver such applications and obtain comments from the DRC. The Community Development Department shall forward such applications to seek review and obtain comments by the Site Plan and Architectural Review Committee (SPARC).
- (g) The DRC and SPARC shall prepare recommendations regarding the PMP based on criteria set forth herein and in the PMP rules and regulations. In response to a recommendation from any member of the DRC or SPARC, the applicant may revise and resubmit the PMP to the DRC, or the city if the recommendations are from the SPARC. The Community Development Department shall obtain recommendations as set forth in the development plan review section of this Chapter.
- (h) Planning Commission Public Hearing. Upon receipt of a recommendation from the DRC, the Planning Commission shall hold a public hearing on the proposed Project Master Plan. The Planning Commission shall approve, approve with conditions, continue the application for further study, or deny the PMP.

(i) Except as provided below in Section 11-18-108 for PMP's approved in connection with the approval of a development agreement, the criteria for review of all PMPs by the Planning Commission and City Council shall be:

1. Consistency with the Farmington City General Plan;
2. Compliance with all other city codes, rules, regulations and standards applicable to the proposed PMP;
3. Compliance with all applicable codes, rules, regulations and standards of any agencies or entities with regulatory jurisdiction over the proposed PMP area;

(j) Recording. All approved PMPs, and all approved amendments to such PMPs, shall be recorded in the real property records with a notation that all land within the PMP boundaries shall be subject to the provisions of such PMP or amendment, unless or until amended.

(k) Major and minor amendments. An approved PMP may be amended at any time using the process set out herein, and may be amended simultaneously with the processing of a site plan application or a site plan amendment. The City Planner/Zoning Administrator shall determine whether a proposed amendment is a "major" or "minor" amendment and may seek a recommendation by the SPARC to make such determination. In order to initiate an amendment, the applicant shall submit to the City Planner those PMP submission items that would change if the proposed amendment were approved. Review of applications for amendment shall be governed by those criteria set forth for a PMP. Approved amendments shall be recorded as set forth for a PMP.

1. Major amendments. Major amendments shall be reviewed by the city and the SPARC and approved by the planning commission. Changes of the following types shall define an amendment as major:

- a. To significantly modify or reallocate the allowable height, mix of uses, or density of a development;
- b. To significantly alter the location or amount of land dedicated to parks, trails, open space, natural areas or public facilities;
- c. To significantly change the location of land use areas as shown on the original PMP;
- d. Any change from, or addition to, the PMP of a type that would require a PMP in a non-TMU district; or
- e. Modify any other aspect of the PMP that would significantly change its character.

2. Minor amendments. Amendments that are not major amendments shall be termed "minor amendments" and shall be referred to the City Planner/Zoning Administrator for review, who may also refer the application to the SPARC and other departments or agencies for comment using the process set out in this section. The City Planner/Zoning Administrator shall approve, approve with conditions, or deny such amendment within twenty (20) calendar days after the date of applicant's submission of a complete application for amendment. Any person or entity aggrieved by the decision of the City Planner/Zoning Administrator may appeal such decision as set forth in the Development Plan Review section of this Chapter.

(l) Effect of recorded plans. All PMPs and PMP amendments shall be binding upon the applicants and their successors and assigns and approving agencies, and shall limit and control the issuance of all zoning permits and certificates and the construction, location, use and operation of all land and structures included within the PMP or PMP amendment.

(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.

(n) 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.

11-18-109 Signs

Signs within the mixed-use districts shall comply with other city sign standards and any applicable rules and regulations that apply to the mixed-use districts. A signage

The developer of each area of land that is designated and mapped on the Farmington City Zoning Map as a TOD Mixed-Use Districts shall prepare and submit Master Development Guidelines (MDG) to be recorded against the property, which MDG shall define the standards for design within the district for architectural controls, open space, buildings, structures, landscaping, lighting, signs and similar external improvements. It is specifically contemplated that development throughout the entire TOD Mixed-Use Districts will meet certain Development Standards that are determined and adopted by the City to assure compatible, high quality development within the TOD Mixed-Use Districts, especially in regard to streetscape and landscaping elements, and that such Development Standards will be incorporated into the Master Development Guidelines for each project. In addition to any other notice provisions set forth in the City Ordinances or State law, the City shall be required to provide notice of all pending PMP approvals within a TOD Mixed-Use District area to all property owners within the same contiguous TOD Mixed-Use District area or within the TMU area identified in the Land Use Master Plan to allow comment from such property owners regarding the consistency of any proposed project or Master Development Guidelines with those Development Standards determined by the City to be applicable to all development within the TOD Mixed-Use Districts.

The MDG shall be prepared by the developer and in all cases submitted to the City for review and comment by the SPARC before the City shall grant any approval for any improvements within any mapped zone district under the TOD Mixed-Use Districts regulations. All construction in the TOD Mixed-Use Districts shall comply with applicable MDGs and Common Area Management Plan (CAMP). The MDG and/or CAMP may contain specific lien and other enforcement provisions to ensure adequate compliance. Any requirement of an MDG or CAMP may be more restrictive or require a higher standard or quality than the TOD Mixed-Use Districts regulations or Development Standards determined by the City to be applicable to all development within the TOD Mixed-Use Districts.

11-18-113 Common Area Management Plan

Controls requiring the maintenance of open space, landscaping and common areas shall be adopted via a CAMP to achieve the purposes of the TOD Mixed-Use Districts and the City's General Plan.

The CAMP will be prepared by the developer and approved by the city. All development within the TOD Mixed-Use Districts shall conform to the adopted CAMP provisions.



11-18-114 Alternative Approval Process; Development Agreements

(a) Alternative Development Agreement Approval Process. Projects within the TOD mixed-use districts involving the development of at least 25 acres of land may elect the alternative approval process described in this Section, 11-18-114, resulting in

the approval, execution and recordation of a development agreement. An approved development agreement shall govern the specific uses, densities and intensities of use proposed for the project area and the specific Development Standards to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. A development agreement must be consistent with the provisions of Sections 11-18-103 (Definitions), 11-18-105 (Uses), and the provisions of 11-18-108 (Project Master Plan), to the extent not inconsistent with this Section 11-18-114, but may supersede and be inconsistent with the provisions of Sections 11-18-112 (Master Development Guidelines), and 11-18-113 (CAMP) and with the provisions of Section 11-18-106 (Building Form & Site Envelope Standards), where the City Council determines an alternative Development Standard proposed by the project developer is appropriate for the development of the project and the Council finds there is appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to City or the public from the proposed development and/or other appropriate reasons that justify the determination of the City to alter generally applicable standards. The Development Standards of an approved development agreement shall also govern over any conflicting Development Standards contained in any other provisions of Farmington City ordinances including, without limitation, provisions relating to site development standards in Chapter 7 of the Zoning Ordinance, off-street parking in Chapter 32 of the Zoning Ordinance, supplementary and qualifying regulations in Chapter 28 of the Zoning Ordinance, and signage standards in Title 15 of the Farmington City Code.

(b) The processes for approval of a development agreement and subsequent approvals for a project covered by a development agreement shall be governed by the provisions of this Section 11-18-114 and any supplemental procedural provisions agreed by the parties in an approved development agreement.

(c) Application for Development Agreement. Simultaneously with the application for a PMP, an applicant for a PMP involving at least 25 acres may apply for approval of a development agreement. In addition to the application requirements for a PMP, the applicant shall provide in narrative form a proposed development agreement including a specific description of the proposed uses and intensities of use proposed for the project area and a statement of the specific Development Standards proposed by the applicant to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. The proposed uses, densities and intensities of use shall be consistent with the requirements and purpose of the TOD mixed-use districts, but the other proposed Development Standards may vary from those Development Standards set forth elsewhere in Chapter 18, the Zoning Ordinance or the Farmington City Code. However, nothing herein shall be construed to allow any deviation from Uniform Construction Codes or Standards as set forth in the Farmington City Code. Any application information required by this paragraph may be waived by the Zoning Administrator on the basis that the information is not necessary to review the proposed PMP and development agreement.

(d) Consideration and Approval of a Development Agreement. The development agreement shall be considered at the same time as the PMP and following the same approval and appeal processes described in Section 11-18-108(d)(4), (5) and

(11). The criteria for review of a PMP and development agreement application by the Planning Commission and City Council shall consist of the following criteria in lieu of the criteria set forth in Section 11-18-108(i):

- (1) Consistency with the Farmington City General Plan;
- (2) Compliance with applicable city codes, rules, regulations and standards applicable to the proposed PMP, except that Development Standards specifically included in the development agreement may be different from Development Standards contained in the Farmington City Ordinances;
- (3) Consistency with any Development Standards determined by the City to be applicable to all development within the TOD mixed-use districts ;
- (4) Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD mixed-use districts and be consistent with the objectives of Section 11-18-105 (Uses); and
- (5) Establishment of circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), to coordinate with anticipated offsite circulation and transportation features and to further any applicable community-wide transportation objectives.

(e) Final Development Agreement. The final development agreement shall incorporate the terms of the approved PMP, and shall contain Development Standards for the development of the project site and any public infrastructure required to be improved, the duration of the agreement and the rights granted pursuant thereto and such conditions of approval as may be imposed by the City Council and agreed to by the applicant. In addition to addressing uses, densities and intensities of use and Development Standards governing to project, the final development agreement shall include a common area management plan, and processes for future approvals and amendments to the terms of an approved development agreement consistent with the provisions of Section 11-18-114(f) below. The common area management plan, Development Standards and architectural review provisions in the development agreement shall be applicable to the project site only and not to the balance of the land within a TOD mixed-use district, but the foregoing shall not limit the discretion of the City to require other developers to implement Development Standards adopted in the development agreement through the Master Development Guideline provisions of Section 11-18-112 (MDG). The final development agreement may contain such other agreements between the City and the applicant as may be agreed by such parties and necessary for the development and financing of the project, including without limitation, agreements regarding the phasing of development, the vesting of development rights and approvals, the terms and conditions for the extension

of public infrastructure, the extension by developer of infrastructure, and any payment or repayment obligations associated therewith, the donation of any land or any other agreement reflecting an agreement between developer and the City, not covered within the description of the approved PMP.

(f) **Controlling Provisions.** The terms of a development agreement shall be binding on the City and all successors in the ownership and occupancy of any portion of the project site covered by the development agreement. The provisions of the development agreement shall control over any inconsistent provision in the Zoning Ordinance. Upon approval and recordation of a development agreement, the property covered by the development agreement shall be deemed to be established as a separate district for purposes of establishing and enforcing the development regulations contained in the development agreement.

(g) **Approval Processes after the Approval of a Development Agreement.**

(1) **Site Plan Review.** Notwithstanding any inconsistent provision of the Zoning Ordinance, a final development agreement may contain such site plan review processes as may be agreed between developer and the City, including such application requirements and review processes.

(2) **Amendment.** Notwithstanding any inconsistent provision of the Zoning Ordinance, a development agreement and a PMP for a project covered by a development agreement may be amended on such terms and following such processes as is provided in the final development agreement. A PMP shall be deemed amended by any changes to the PMP approved at the time of final site plan review. No amendment of a PMP or a development agreement shall be required to reflect normal adjustments to the locations of improvements that occur as a result of the development of more specific plats, plans and specifications.

(h) **Existing Development Agreements**

(1) Notwithstanding any inconsistent provision of Section 11-18-114 relating to the approval of development agreements or any other provision of Chapter 18 of the Zoning Ordinance, the development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2007 between Farmington City and Station Park CenterCal LLC (the "Station Park Development Agreement"), which Station Park Development Agreement was adopted by the City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in

existence on January 27, 2007. The Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. The development standards and processes in the Station Park Development Agreement remain effective even though such provisions may be materially different from the current provisions of Chapter 18. The current provisions of Chapter 18 may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not inconsistent with any continuing rights granted by the Station Park Development Agreement.

Amended 11-18-105, 11-18-106(2), 11-18-107(2)(d)vi, 11-18-108(d)4.(m) October 4, 2011
Amended 11-18-106(2), 10/01/2013, Ord 2013-23



Community and Economic Development

Davis County Courthouse - P.O. Box 618 - Farmington Utah 84025
Telephone: (801) 451-3278- Fax: (801) 451-3281

April 15, 2014

Farmington City Planning Commission and City Council
160 South Main
PO Box 160 Farmington, UT 84025

From the perspective of Davis County Community and Economic Development, we could not be more proud and excited about the future of Farmington City and the development efforts taking place in Station Park and Park Lane Commons. Congratulations to all your collective efforts to make a quality life-style development.

Both CenterCal and The Haws Company are helping to create development opportunities that are long-term sustainable and never before seen in Farmington City. It is truly fortunate to have developer insights to assemble and hold large tracks of land for projects like these. We feel that these developers are having a significant positive impact to your community and to the region as a whole.

Davis County has participated in the process to assemble land, gain community support, help with entitlement and secure tax increment financing to help fund the needed \$18.5 million of infrastructure needs in utilities and roadways. We are active in recruiting tenants and appreciate the opportunity to support this project.

We are encouraged to hear that progress is being made with the Park Lane Commons development as we have been watching and participating in the development. Over the years, it has been rewarding to see what great value to your City and to Davis County these projects bring. Their plans create sustainable solutions that complement one another.

Our office, Davis County Community and Economic Development highly supports the continued developments and requests coming from these two development companies. Your assistance in these efforts are requested and supported by the Davis County Community and Economic Development Office.

We encourage the City to look for opportunities to continue to build needed infrastructure necessary to bring in tenants that will support the business park (office



Community and Economic Development

Davis County Courthouse - P.O. Box 618 - Farmington Utah 84025
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developments) to the north. Perhaps now is the time to create a Community Development Area (CDA) to help with that infrastructure (roads and utilities) to make the office mixed use happen for the City. The developments of more infrastructures to the north will only complement Station Park and keep the development energy alive.

We would encourage the City to look for opportunities to continue to build the necessary infrastructure to bring in additional office and mixed use tenants to complement Station Park and the creation of a CDA could help construct financing to assist in getting it started.

As the Davis County Economic Development Team, we would like to see this development proceed for the benefit of Davis County and Farmington City, and would encourage you to find a way for approval of the Master Plan being presented. We appreciate your consideration.

Thank you for your service.

Kent Sulser
Director of Davis County Community and Economic Development

Cc: The Haws Company
Davis County Commission Office



April 15, 2014

Dear Farmington City,

We are writing this letter in support of the Project Master Plan that The Haws Companies has put together and submitted for the Park Lane Commons development. Western States Lodging has plans to develop, manage, and own a 125 unit senior living community as part of Park Lane Commons. This project will operate under the name Legacy Village of Park Lane, and will provide senior housing and care for upcoming baby-boomers, as well as create numerous jobs in the Farmington area. The community will provide both assisted living and memory care—each providing assistance with the activities of daily living. We have studied the market extensively in your community and for a long time have felt there is a great need for a facility like this is. Our third party market research team confirmed our feelings and we are excited to move forward on this exciting project. The Master Plan which has been submitted by The Haws Companies provides a sustainable plan which we feel creates a mix of uses well suited for this area. One item which is very important to us is allowing flexibility in the street regulating plan which the City has in place for this area. As we look to locate in this area, locating streets which support our use and allow us to locate the footprint of this building effectively in the area is an integral part of the design and flow of the building. The streets as they are currently shown need some small adjustments and flexibility. With these adjustments it will help us make this project one of the best Assisted Living facilities in the entire state. We are excited to be part of this community and would encourage the approval of the Project Master Plan as submitted. Thank you for your consideration.

Sincerely,

Western States Lodging and Development
www.wslm.biz

Project Contacts:
Brad Miles
#801.428.7223
bradm@wslm.biz

Tyler Miles
#801.898.8845
tylerm@wslm.biz



COLDWELL BANKER COMMERCIAL

NRT

6553 SO. MILLROCK DRIVE, SUITE 200
SALT LAKE CITY, UT 84121

BUS. (801) 947-8300

FAX (801) 947-8301

April 14, 2014

Master Plan / Development Agreement for Park Lane Commons

Dear Farmington City,

Coldwell Banker is the current listing brokerage for Park Lane Commons in Farmington, UT. We have also been heavily involved with the leasing at Station Park and are very familiar with the area and interest from tenants in locating their businesses in Farmington. We have been involved with The Haws Companies in helping them put together their Master Plan for Park Lane Commons and have specific tenants interested in being part of this mixed-use development. We feel it is important to get this project unstuck to help show the marketplace that Farmington is open for business. Part of the submittal is a proposal for signage that provides visibility for the tenants and creates the exposure that is critical for us to get tenants to come to this location. We are supportive of the plan that has been submitted to Farmington City for review and encourage its approval.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stuart R. Thain'.

Stuart R. Thain
Coldwell Banker Commercial

ONCOR INTERNATIONAL

OFFICES IN 220 COUNTRIES: UNITED STATES, CANADA, DENMARK, FRANCE, GERMANY, INDIA, AUSTRIA, JAPAN, CHINA, JOSTWICK, UNITED KINGDOM, THE NETHERLANDS, MEXICO, AFRICA, SWISS, ITALY, SPAIN, SWITZERLAND, CZECH REPUBLIC, BELGIUM, POLAND, NORWAY, SWEDEN, FINLAND, HUNGARY, BRAZIL, CHILE, ARGENTINA, IRELAND



April 11, 2014

Farmington City
160 S Main
Farmington, Utah 84025

RE: Park Lane Commons PMP

Dear Farmington City:

I am pleased to continue to be involved in the development of Farmington City. I have been personally involved in the original master planning of what is now Station Park and Park Lane Commons. The latest effort is the design of the Park Lane Commons Master Plan, which is being presented to you by The Haws Companies, and has been a work in process for over the last 5 years. We have been careful to consider the City's objectives stated in the General Plan and existing Ordinances. Many professional organizations have had input in its design along with potential tenants of the project. We feel it creates a "Sustainable" option to the community and will complement the existing development of the area. Your consideration of the project will be greatly appreciated as well as your approval. We will be attendance of the public hearings and will be available for any questions you may have.

Sincerely,

Doug Thimm, AIA, LEED BD+C
Principal Architect/Planner
Architectural Nexus, Inc.

Architectural Nexus, Inc.
www.archnexus.com

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Michael F. Ryan, AIA
W. Jeffrey Thorpe
Carlos R. Setterberg, AIA LEED AP BD+C



Davis Chamber
of Commerce

Eric Anderson, Farmington City

Dave Petersen, Farmington City

Scott Harwood, The Haws Companies

Sent by email

April 11, 2014

Re: Park Lane Commons

Gentlemen –

I was pleased to hear that dialogue is being resumed between Farmington City and the Haws Company regarding the development at Park Lane Commons. The position of the Davis Chamber remains unchanged – we see great value in this development for Davis County and feel it is the natural next step for the amazing work done with Station Park.

We hope that all parties will work to find points of consensus that can help you work through the points of difference that exist in every development project. That is easy to say from my vantage point as an uninvolved observer, but the fact remains that the current stalemate is not benefiting either the city or the developer.

We want to see this development proceed for the benefit of Davis County and we encourage you to make every effort at resolution. I've heard both sides of the argument and can't help but feel there is a common ground that can be achieved!

Thanks for all you do for Davis County.

Sincerely,

James E. Smith, President/CEO

Davis Chamber of Commerce

450 S. Simmons Way
Suite 220
Knysville, UT 84037-4721
P (801) 593-2200
F (801) 593-2212
www.davischamberofcommerce.com

daviscc@davischamberofcommerce.com



April 10, 2014

Dave Peterson
City Planner
160 South Main
Farmington, Utah 84025

Re: Expression of Support to Recommend Approval of the Park Lane Commons PMP

Dear Dave,

We are lucky to live in a place where developers want to bring great project opportunities that have significant, positive impacts on Farmington City and the local economy. As a Farmington resident and former Planning Commission member and Chair, I was fortunate to work together with you and our talented Planning Commission to help guide the development growth of our City.

The Haws Companies has submitted an application for approval of a Project Master Plan (PMP) and Development Agreement for the Park Lane Commons development, located just north of Station Park. I am sending this letter to voice our support of this Project Master Plan. We have attended several of the presentations related to this development and feel The Haws Companies is proposing a nice addition to the Farmington Community. We believe this plan represents a well-thought out, sustainable project that implements realistic design planning and follows the development guidelines defined by Farmington City.

After looking at several other possible properties, Ascent is very interested in constructing our new corporate office building at this location and is very supportive of this project. With our personal interest in Farmington as residents and desire to construct high quality buildings that showcase Farmington, we express our excitement for this project.

As you review this plan and application, I encourage you and our Planning Commission to recommend approval for this development. Thank you for the work you do to help bring about great development projects like Park Lane Commons and for helping guide the growth of Farmington in the best way possible.

Best Regards,

Bob Murri
Vice President
Ascent Construction

Cc: Eric Anderson; Associate City Planner, Farmington Planning Commission

CITY COUNCIL AGENDA

For Council Meeting:
May 20, 2014

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

1. Approval of Minutes from May 6, 2014
2. Westwood Cove Subdivision Improvements Agreement
3. Public Works Building Expansion Agreement
4. Park Lane Waterline Reconstruction Project
5. 450 South Sidewalk Improvements
6. Resolution Amending Chapter 9 of the Personnel Policies and Procedures
7. Kaysville Boundary Adjustment

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

May 6, 2014

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Engineer Chad Boshell, Development Director David Petersen, Associate Planner Eric Anderson, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Davis County Commissioners John Petroff, Bret Millburn, and Louenda Downs were also in attendance.

City Council/Davis County Commission Discussion

Louenda Downs thanked the City for the positive things they have accomplished. The County is continually trying to create environments where each city can thrive. A wrestling tournament was recently scheduled for January 2015 in the Legacy Events Center which will utilize a new floor and involve 1500 youth. **John Petroff** said the Center schedules approximately 1000 events per year which are subsidized with tourism dollars rather than property taxes—their purpose is to create as much economic impact as possible. When asked about the Council's decision to not allow alcohol at the cage fighting event, **Mr. Petroff** said although he was contacted by a reporter, he did not formally comment because it was the City's decision. **Brigham Mellor** was contacted by residents who accused him of not upholding Farmington's values, but his perspective was that the applicant did not show up to defend it. **Jim Young** said the City sometimes feels that they are not at the top of the line when the County is making decisions, and events at the Center do affect people in the neighborhood. He asked the County to be more sensitive to those who live and/or work in the area. **Mr. Petroff** said they plan to increase and pave additional parking areas and install a ticket booth on the north end. **Dave Millheim** said the City is planning a park bond and RAP tax election in the fall of 2014 to build a large, regional park. A new elementary school will be built in the area, and the DSD, the City, and the County will need to work together on the street/bridge work in that area. **Mayor Talbot** told the County he plans to keep them in the loop regarding the park project. **John Bilton** said the City has a master plan, and he asked the County what their plans and/or goals are for Farmington. He would like to see better alignment at many different levels, and both the City and the County agreed to make efforts for better communication and planning.

Brentwood Estates

John Bilton asked if adequate noticing was given for the April 17th Brentwood Estates public hearing. **Eric Anderson** said the proper 72-hour notice was given. **Mr. Bilton** said some residents felt that the schematic plan should have gone back to the Planning Commission ("PC") after the Council tabled it on Feb. 28th. **Dave Millheim** said the Council has the latitude to send it back or not. The PC is an advisory board to the Council, and they sometimes forget that. **Eric Anderson** said one of the justifications was that the preliminary plat would go back to the PC and in that case they would not be the recommending body so they are giving vesting at preliminary plat. **Mr. Bilton** spoke with the City Traffic Engineer who said safety is very subjective—line of sight, distance, and queuing are all factors. Traffic moving westbound on 1400 N and attempting left-hand turns onto Main Street—especially in the winter—is the major concern. **Dave Millheim** advised the Council to stay focused on whether or not they should overturn the PC decision.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Engineer Chad Boshell, Development Director David Petersen, Associate Planner Eric Anderson, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey

CALL TO ORDER:

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

The invocation was offered by **Doug Anderson** and the Pledge of Allegiance was led by **John Bilton**.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summary for Planning Commission meeting held April 17, 2014

Eric Anderson reported that the PC recommended the following:

- Approval of the Schematic Plan for the Eastridge Cove Conservation Subdivision;
- The Haws Companies' request as follows:
 - I. Approval of the Zone Change as contained in the staff report;
 - II. Approval of the PMP Application;
 - III. Approval/Disapproval of various Section 114 Alternative Development Standards as specified in the staff report;
 - IV. Approval of the zone text change to amend the Regulating Plan.
- Tabled the City's request to modify Chapter 12 of the Zoning Ordinance;
- Tabled the City's request to modify the flag lot definition in the Subdivision Ordinance.

Presentation regarding Bountiful/Davis Arts Center Summerfest International

Emma Dugal said they have enjoyed being in Farmington but will return to Bountiful in November. She shared information regarding exhibits, summer workshops, art classes, and Summerfest which includes dancers from around the world and promotes good will and friendship. They encourage support from all of the cities in Davis County.

Introduction and Administration of Oath of Office for new Police Officers

Mayor Talbot introduced **Leif Bybee** and **Cannon Heslop**, new Police Officers in Farmington, and **Holly Gadd** administered the Oath of Office.

PUBLIC HEARINGS:

Eastridge Estates Schematic Plan

Eric Anderson said this request is for 13 lots at approximately 1470 S 200 E. The applicant is requesting an open space waiver, a waiver of the 80-foot buffer, a waiver of Section 11-12-100(e), and flexibility on the side and front setbacks on Lots 105-108. Neighbors suggested a road to 200 E which may not be possible because it is a UDOT road with a curb cut only 250 feet away.

John Wheatley, 526 N 400 W, N Salt Lake, said this is a 26-acre parcel, and almost half of the property will be open space. They are currently waiting for wetland delineation on Phase 2, and the existing home will be demolished.

Public Hearing:

The Public Hearing was opened at 7:45 p.m.

Elizabeth Droge, 13 E 1470 S, lives directly in the line of the road to 1470 S. The existing neighborhood has a high water table and there are water issues. She asked the City to go above and beyond to make sure there are not additional water problems.

The Public Hearing was closed at 7:55 p.m.

Brigham Mellor asked if the applicant would be required to retain the water on their property, and **Chad Boshell** said each yard drain will catch the water on the back of the lot and force it into a temporary detention basin on the west end. **Cory Ritz** asked about the justification for lower side and front setbacks, and **Eric Anderson** said he was not sure. **David Petersen** said the City is in the process of an amendment regarding setbacks, and **Dave Millheim** said it is more about fitting the home on the lot than the lot count. **Bruce Robinson**, Symphony Homes, said they would like to have porches on the homes, and by pulling the porches forward and the garages backward, there will be a greater buffer between the rear of the homes and 200 East.

Motion:

John Bilton made a motion to approve the Schematic Plan for the Eastridge Estates Conservation Subdivision, subject to all applicable Farmington City ordinances and development standards and with the conditions and findings recommended by the Planning Commission. **Jim Young** seconded the motion which was unanimously approved.

Brentwood Estates Preliminary Plat (Appeal)

David Petersen said Ivory Homes initially requested access to 1400 N but the City Engineer recommended a cul de sac. There was little public comment when the PC reviewed the Schematic Plan, but when the Council reviewed it, neighbors complained and hired an engineer to draft another plan. When the PC reviewed the Preliminary Plat, other neighbors spoke out against the second plan. Two appeals were received: Ivory Homes appealed because (1) the PC approved a Preliminary Plat that was not submitted to them; and (2) the PC did not act on the Preliminary Plat request that was submitted. The neighborhood listed 10 reasons (on p. 3 of the staff report) for their appeal, and staff wanted the Council to hear from both groups.

Paul Hirst, 497 W 1300 N, former Farmington City Engineer, reviewed the documentation and talked with residents on both sides of the issue. The City Engineer's job is to enforce the

ordinances and design standards the City Council adopts, and they do the best they can within the rules. When this issue was considered previously, he decided that because of the bench and the steepness of 1400 N, it was not a good idea to punch the road through to 1400 N. However, because of fewer snowy roads and the fact that the developer will do some grading and retaining to create a platform for cars to stage onto, he would now support an access onto 1400 N.

Nick Mingo, 978 E. Wood Oak Lane, Ivory Homes, did not comment but said he was available for questions.

Public Hearing:

The Public Hearing was opened at 8:20 p.m., and **Mayor Talbot** said the petitions submitted to the City would be added to the public record.

Coty Erickson, 511 W 1400 N, lives three homes west of the proposed access road. She is fine with the development because it will raise the value of her home. Her husband grew up in their home which was built in 1984 and was hit by a car on 1400 N when he was 15 years old. Cars cover her with slush when she shovels snow in her driveway. 80% of drivers use 1400 N, and only 20% use 1300 N. There is no sidewalk on the other side of 1400 N, and safety should be a higher consideration than the inconvenience of excess traffic.

Kris Kaufman, 1734 N Compton Road, submitted several photographs and read, with all due respect, the following sections from the Utah Code:

- Section 10-9a-701(3)(b) “An appeal authority may not entertain an appeal of a matter in which the appeal authority, or any participating member, had first acted as the land use authority”;
- Section 10-9a-705 “The appellant has the burden of proving that the land use authority erred”;
- Section 10-9a-707(3) “The appeal authority shall determine the correctness of a decision of the land use authority in its interpretation and application of a land use ordinance”;

He said the City Council acted as the original land use authority and reserved unto it the final decision-making power which was inappropriate, and the Council must prove that the PC erred. He asked why finding #8 – “a second access is needed for safety issues” is necessary now. There were no safety issues with the single access because it was wide enough for emergency vehicles.

Diane Nilsson, 521 W 1400 N, lives four homes west of the proposed access and thanked the City for the increased police presence on 1400 N. She backs out onto 1400 N and because of the curve she cannot see traffic to the east, and her neighbor to the west has even less of a sight line. Construction traffic is constant and this project has not even started. It is a scary road when it snows and when there is high traffic.

Steve Young, 1434 N Bennett Circle, asked everyone in support of the double access to stand. They filed a joint petition and appeal, and he highlighted a couple of issues: (1) a double access is the correct way to build a neighborhood, and it has been on the City’s Master Plan since 1992; (2) 1300 N and Cherry Blossom are only 30 feet wide. It is vital to have several options because of these three dangerous roads, and this proposal is fair and reasonable.

Troy Evans, 1510 Cherry Blossom, loves living in Farmington, and the debate is not about which road is the most dangerous; the issue is to make the best decision for the entire community. He lived on a very busy Orchard Drive in Bountiful and moved to a quieter place, but there are many small children in his neighborhood, and he believes a shared access is the best scenario.

Shane Holst, 486 Welling Way, said there is no great solution to this dilemma, but the Council must determine the best alternative. He thinks the PC erred for 2 reasons: (1) they decided to force traffic through two narrow residential roads to reach a collector road; and (2) 1400 N is always plowed first, it is not as steep as the other two roads, and it is 45 feet wide.

Dan Pratt, 1721 N Compton Road, lives about 150 feet away from the new intersection and cannot see over the crest of the hill when he backs his car out. The general public may not understand the difference between a 12% and 15% grade, so he measured the slopes. The slope at the proposed intersection was (14%), the lowest slope on Cherry Blossom was 10%; the highest was 18%. Ivory Homes plans to create a landing spot for 2-4 cars at 2-4%, and he asked the Council to adhere to that plan.

Mayor Talbot said one of the main reasons he ran for Mayor is because he loves this community and supports each resident. He complimented the residents for their civil behavior and asked them to be considerate of everyone, saying “It don’t cost nothin’ to be nice.”

Beth Johnston, 1778 N Compton Road, pointed out that there are already two ways out of Brentwood Estates—on Hidden Meadows and on Cherry Blossom Drive.

Melissa Garn, Primrose Court, said if there is an access road onto 1400 N, there will actually be more traffic passing **Troy Evans’** home. When Brentwood is finished there is no more property for development in that vicinity, but her neighborhood still has the Lew Swain property, two cul de sacs and other property that may develop in the future.

Cynthia Wood, 1382 N Main Street, has lived in her home on the corner of Main and 1400 N for 25 years and raised six children. 95% of the people who live to the east pass her home at least 2-3 times per day. Twenty years ago a water main broke beneath Main Street, and she allowed cars to drive through her yard to reach Main Street. A second access is crucial in case of an emergency.

The Public Hearing was closed at 9:00 p.m.

Dave Millheim said the comments made by **Kris Kaufmann** regarding legal authority caused him concern so he called the City Attorney who recommended that the Council table the request to allow time to review the comments that were made. **Nick Mingo** said he did not understand and asked what the justification was for tabling the motion. **Dave Millheim** said the City Attorney wants to make sure that legally the City Council is acting within its proper bounds as the appeal authority as existing under both Utah Code and City Ordinance. **Nick Mingo** asked, “Who is the land use authority?” and the City Manager declined to answer the question.

Brigham Mellor said, “So the reason the Council would hold off on discussing the proposal is on the off chance that our opinion does not matter at this point.” **Dave Millheim** said he did not know if that was an accurate statement—he only knows that the City Attorney wants a closer look at the Code sections before he gives advice. **John Bilton** said he is not ready to make a motion and is

very disappointed that **Kris Kaufman** brought up this issue. The applicant has been very patient for more than 12 weeks, and to delay action again is very disappointing. He respects the City Attorney and will do what he requested, but he is not happy. **Cory Ritz** said this was tantamount to hijacking the process and agreed with **Mr. Bilton** that it is not fair to the community, no matter which side of the fence they are on, and it is not fair to the developer. He asked if the room could be cleared so the Council could speak with the City Attorney by telephone. **Doug Anderson** proposed that the Council go into a closed session to speak with the City Attorney. He and **Jim Young** echoed the comments made by **John Bilton** and **Cory Ritz** and said the Council needs to move forward with a decision. **Brigham Mellor** said that may not be ample time for the City Attorney to study the issue. The **Mayor** suggested that the Council discuss this item at their meeting in one week.

Motion:

Cory Ritz made a motion to table the request for Preliminary Plat approval for the Brentwood Estates Conservation Subdivision and address it at the City Council Meeting on Tuesday, May 13, 2014. **Jim Young** seconded the motion which was unanimously approved.

Pheasant Hollow Schematic Plan

Eric Anderson said this is a 12-lot subdivision on 4.55 acres of property located at approximately 700 S and 50 E. There is an unfinished gap between 200 E and 50 W, and a local road connector would bridge the gap. The delineated wetlands will either have to be mitigated or not built on. The applicant plans to ask for an open space waiver of .84 acres, a waiver of Section 11-12-100(e) which is a design standard that half of the lots shall abut or face conservation land (only five lots in this plan meet the requirement), a reduction in some of the setbacks, and a flag lot with a stem of 118 feet. Because of numerous concerns by neighbors, the PC added a condition to require a soils report on each lot.

John Wheatley, 526 N 400 W, N Salt Lake, said Symphony Homes regrets that several homeowners have had negative experiences. Co-owners **Rob Miller** and **Bruce Robinson** are available to address concerns following the meeting. Symphony followed the recommendation of the soils engineer, but there were issues with settlement. They have hired an additional geotech firm to gather information regarding this Plan, and both reports will be submitted to the City for a peer review, the process used by Rice Farms. The flag lot is necessary because they plan to reroute a large sewer main that currently crosses their property and serves the entire area.

Public Hearing:

The Public Hearing was opened at 9:30 p.m.

Mark Pasgett, 596 Glenhill Court, said his concerns are not just for this particular developer or subdivision but for the way the City conducts business with developers. The City is virtually powerless to stop property owners from developing their property as they see fit. Building codes and zoning ordinances exist to protect property owners, but 15 years ago the builder did not adhere to these requirements. Although the City did not protect him or his neighbors, he asked the Council to protect the rights of future homeowners.

Taylor Dean, 37 E 750 S, lives in Rice Farms and is excited to have new neighbors but he has several concerns about this wetland area. Symphony builds great homes but they are getting a little aggressive with this development. He believes the six samples were taken from the dry areas rather than the areas that will cause problems.

Howard Dygert, 676 S 100 E, submitted a petition with 180 signatures to table this request until adequate facts and information are provided and verified. The geotech study by Earthtec Engineering that was relied on for the Glenhill Court Subdivision states that “The risk of settlement cannot be avoided,” and five options were listed, none of which was followed by the developer.

Dallas Bradbury, 692 S 100 E, showed a picture of the area, and the red lines show springs which are currently flowing with water.

Dan Larson, 599 Glenhill Court, said his home and several others should never have been built in this location. He has had 4½ inches of settling in less than 10 years. Symphony Homes covered up the problems, and even though the owner was sorry for us, it does not solve the problems. The homes in this subdivision will sink just like those in Glenhill Court.

Kelly Johnson, 519 Glenhill Court, said his home has not had substantial settling, and he credits that to building later and being higher than some of the other lots. He agreed that the process did not work (6 homes have settling issues, 4 have used helical piers), and wants future homeowners to be protected. There are serious stability issues which need to be considered.

Laraine Flood’s home at 524 South Glenhill Court was the last home built in this area 10 years ago. She never asked the developer to dig deeper. She was worried about the cost of digging deeper, but the hole was filled with gravel and there has been no settling. She asked the City to require the developer to build the homes correctly.

Kimberly Farley, 77 E 620 S, lives adjacent to the proposed development. Her home was built by another developer, and her decks have sunk. They moved in from out of state and had no idea this was a wetland area. Her dream home is turning into a nightmare. Farmington only wants more people does not care about the people who already live here. She begged the City to deny this request because it will put other families at risk.

Jeff Holman, 22 Virginia Circle, owns a home west of the proposed flag lot in Rice Farms. There should be a bond or requirement in place for Symphony Homes to meet. A flag lot in this location does not make sense—a driveway to reach a manhole does not justify a separate lot. The builder is trying to put more lots in the subdivision to get more money.

Dale Tucker, 579 S Glenhill Court, said his home is settling along with the sidewalk on the west side of his home, and he is concerned that underground utilities may be affected.

Tim Trefft, 68 E 500 S, noticed that the PC recommended approval of a 15-lot subdivision, but these plans show 12 lots. He watched the construction of the homes in Glenhill Court, and because he knew the soil conditions, he did not feel that it was done right. He is concerned about this development because this property is even wetter than Glenhill Court.

The Public Hearing was closed at 10:02 p.m.

The **Mayor** was concerned that settling has occurred to so many homes. **Brigham Mellor** said if the developer hires a geotech firm they should be held accountable for settling issues. **Doug Anderson** agreed and asked about the process for Glenhill Court and what will be different for this project. He walked across the property and crossed a running stream and asked what will happen to the excess water. **John Wheatley** said Earthtec did the report in 2008; a different engineer has been hired to test the remaining lots. They will pay an engineering deposit to the City who will choose a third party to review the report. **Bruce Robinson** pointed out that when Continental Estates was developed, the Army Corps' rules were different, and Symphony was allowed to develop over the wetland with offsite mitigation. In this case there will be no structures on the bulk of the wetland, and there will be soils reports from two engineers and a peer review. Symphony does not want problems either—everyone involved is motivated to do everything possible to deliver a good product. Any excess water in the area will be collected and drained into the subdrain system.

Cory Ritz asked who will own the wetlands behind Lots 10 and 11 and was told that the lot owners will own them, but the area will be restricted. He expressed concern regarding flaws in the system, the settling of homes and sidewalks, the flag lot, and flowing streams/excess water. He took offense to **Kimberly Farley's** comment that Farmington just wants more people—that is not what the City is about. **Jim Young** asked if the City will have an independent geotech report, and staff said yes. The City relies on geotech reports to make sure adequate fill is done so the roads do not settle. **John Bilton** was happy to hear about the changes that will be made for this project.

Andrew Harris, GSH Geotechnical, was hired by Symphony Homes to provide a geotechnical study for this subdivision. It will define the subsurface soils and groundwater conditions and how those will impact the foundations of the homes. A subsurface investigation will be performed by drilling six test holes 20-40 feet in depth. A backhoe was used previously, but they will use specialized drilling equipment that can go much deeper if necessary. They will test the six lots that were not tested previously and look for the worst-case scenarios. There is no advantage for him to turn out a substandard product. Possible solutions for unstable soils include: (1) the removal and replacement of sensitive materials; and (2) bypassing the materials through an intermediate foundation system—helical piers are a common option. The report will be submitted along with the building permit application for each lot, and the City Inspector will make sure it is done right. **Chad Boshell** said there is typically only one geotech report for the entire site, but because of previous problems, a report will be done on each lot.

Motion:

Cory Ritz made a motion to approve the Schematic Plan for the Pheasant Hollow Conservation Subdivision, subject to all applicable Farmington City ordinances and development standards and the following conditions and findings recommended by the Planning Commission:

1. The City Manager will determine the just compensation for the waiver of the 36,590 square feet of open space, and the City Council will approve the waiver prior to Preliminary Plat;
2. The City Council will approve the waiver of Section 11-12-100(e) of the Farmington City Zoning Ordinance.
3. The applicant must either remove the flag lot (Lot 12), adjust the location of the home or agree to fire sprinkle the home;
4. The applicant must abide by all of the road standards of the underlying R Zone, as outlined in Chapter 11 of the Zoning Ordinance;

5. An overall geotech report must be submitted at Preliminary Plat, and additional soils reports shall be provided on a lot-by-lot basis in conjunction with the building permit for each lot.
6. An overall geotech report must be submitted prior to Preliminary Plat to determine the suitability of the property for development.
7. A public hearing will be held at Preliminary Plat.
8. The overall geotech report will be reviewed by a third party prior to Preliminary Plat.

The motion was seconded by **John Bilton** and unanimously approved.

Findings for Approval:

1. The proposed subdivision conforms to all of the development standards as set forth in Section 11-11-050.
2. The proposed Schematic Plan creates a needed east-west connection from 200 East to the Frontage Road.
3. The open space requirement is of no value to the City, and the open space will be of more value elsewhere in the City.
4. Although there is question as to the quality of the soil on site, requiring an overall geotech report and then a second lot-by-lot geotech report should determine what steps the applicant will need to take to mitigate the issue.
5. Because of concerns raised by the residents and past history of the soils, no vesting is occurring with the Schematic Plan, and a geotech report is being required to determine the feasibility of the soils.

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS:

Resolution adopting the Tentative Budget for Fiscal Year 2015

Motion:

Jim Young made a motion to approve the Resolution adopting the Tentative Budget for Fiscal 2014-15 and to set the public hearing date of June 17, 2014 to adopt the final budget for FY 2015. The motion was seconded by **Doug Anderson** and unanimously approved.

PRESENTATION OF PETITIONS AND REQUESTS:

Grand Marshal Nomination for Festival Days Parade

Motion:

Cory Ritz made a motion to nominate **James Mason** as the Grand Marshal Nominee. **Jim Young** seconded the motion which was unanimously approved.

Approval of Bid for the Public Works Expansion and Storage Facilities

Motion:

Brigham Mellor made a motion to accept the \$648,121.00 bid from Squires Construction. **Doug Anderson** seconded the motion which was unanimously approved.

SUMMARY ACTION

Summary Action List

1. Approval of Minutes from the April 15, 2014 City Council Meeting
2. Resolution amending Chapter 9 of the Personnel Policies and Procedures
3. Approval of Contractor for the Park Lane and 1100 W Waterline Reconstruction Project
4. Construction of 450 S Sidewalk Improvements
5. Ratification of Approval of Storm Water Bond Log

Motion:

Jim Young made a motion to approve Items 1, 3, 4, and 5 on the Summary Action List with several amendments to the Minutes and to table Item 2 for further information. **John Bilton** seconded the motion which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- The March 2014 Fire Monthly Activity Report and Building Activity Report were included in the staff report.
- There will be a brief closed session to discuss potential litigation.

Mayor – Jim Talbot

- The Mother of the Year luncheon will be held Friday, May 9th at 12:00 p.m. at the Wight House. Farmington's Mother of the Year is **Lorraine Thatcher**.
- **Craig Trottier** has accepted a position with TravelCo, one of the largest developers in the world, and will leave CenterCal in the near future.
- The DSD held a closed meeting to discuss the possibility of allocating \$1 million for the new park, and the results should be available on Wednesday.
- He and the City Manager and two Council Members met with UDOT. **Doug Anderson** did not think anything was accomplished and will not be able to attend the next meeting. **Cory Ritz** agreed that whenever an important issue came up, UDOT said, "We will get to that" but they never did. A possible discrepancy in Farmington's job growth was discovered which could sway the decision. **Dave Millheim** was proud of the City representatives because they were direct and clear.

City Council

Cory Ritz:

- He asked the City Manager why he left the meeting, and **Dave Millheim** agreed to provide details during the closed session.
- He received reports from neighbors after the first Saturday of soccer games regarding issues with speeding and parking.

CLOSED SESSION

Motion:

At 11:30 p.m. **Jim Young** made a motion for the Council to go into a closed meeting to discuss potential litigation and the competency of an individual. The motion was seconded by **John Bilton** and unanimously approved.

Sworn Statement

I, **Jim Talbot**, 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.

Jim Talbot, Mayor

Motion:

At 12:00 p.m. a motion to reconvene into an open meeting was made by **Doug Anderson**. The motion was seconded by **John Bilton** and unanimously approved.

ADJOURNMENT

Motion:

John Bilton made a motion to adjourn the meeting. The motion was seconded by **Doug Anderson** and unanimously approved, and the meeting was adjourned at 12:00 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARRBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: May 6, 2014

**SUBJECT: WESTWOOD COVE SUBDIVISION IMPROVEMENTS
AGREEMENT**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Ivory Development, LLC and Wells Fargo Bank, N.A..

BACKGROUND

The bond estimate for the Westwood Cove subdivision is \$349,374.00 which includes a 10% warranty bond. Ivory Development, LLC has submitted a Escrow Deposit bond Improvements Agreement with Wells Fargo Bank, N.A. on the City Escrow Deposit Form to administer an escrow account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, 90% of the bond will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

**FARMINGTON CITY
IMPROVEMENTS AGREEMENT**

(ESCROW DEPOSIT FORM)

THIS AGREEMENT is made by and between Ivory Development, LLC (hereinafter "Developer"), whose address is 978 East Woodoak Lane, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and Wells Fargo Bank, N.A. a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 299 South Main ST SLC, UT 84111, (the "Depository").

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Westwood Cove, located at approximately 650 West Glover Lane in Farmington City, and

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

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

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

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

3. **Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$ 349,274.00 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number 1002671. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this ____ day of _____, 20__.

DEVELOPER:

By: _____

Its: _____

DEPOSITORY:

By: _____

Its: _____

CITY:

FARMINGTON CITY CORPORATION

By: _____

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Corporation)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

DEPOSITORY ACKNOWLEDGEMENT

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

On this 30 day of APRIL, 2014, personally appeared before me ERIK BENGTZEN, who being duly sworn did say that he/she is the VP of WELLS FARGO a N.A. corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Jessica Perez
NOTARY PUBLIC
Residing in SALT LAKE County UTAH



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
)
) : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20____, personally appeared before me H. James Talbot and Holly Gadd, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

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

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: May 20, 2014
SUBJECT: **CONTRACT WITH SQUIRES CONSTRUCTION FOR THE
CONSTRUCTION OF THE PUBLIC WORKS BUILDING ADDITION &
STORAGE BUILDING PROJECT**

RECOMMENDATION

Approve the contract with Squires Construction for the construction of the Public Works Building Addition and Storage Building.

BACKGROUND

On May 6th the City Council approved Squires Construction to perform the work for the Public Works Building Addition and Storage Building for the amount of \$674,451.00. Attached is the contract between the City and Squires Construction to perform the work.

SUPPLEMENTAL INFORMATION

Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

 **AIA** Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighth day of May
in the year Two thousand fourteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Farmington City
160 South Main
Farmington, UT 84025

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:
(Name, legal status, address and other information)

RLS Construction, Inc. dba Squires Construction
668 North 1250 West
Centerville, UT 84014

for the following Project:
(Name, location and detailed description)

Farmington City Public Works Building Addition & Storage Bld
483 West 100, North Salt Lake, UT 84054

The Architect:
(Name, legal status, address and other information)

Dixon & Associates
833 South 200 East
Salt Lake City, UT 84111

The Owner and Contractor agree as follows.

Init.

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1

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of commencement is based on the completion of the earthwork by Farmington City.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Int.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
 One hundred thirty-five (135) days from the date of commencement, or as follows:
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of
 commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for
 bonus payments for early completion of the Work.)*

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the
 Contract. The Contract Sum shall be
 Six hundred seventy-four thousand four hundred fifty-one and 00/100----- Dollars
 (\$ 674,451.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents
 and are hereby accepted by the Owner:
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the
 Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other
 alternates showing the amount for each and the date when that amount expires.)*

- Alternate #1: Roofing on lower half of office building
- Alternate #2: Insulate overhead doors

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

Init.

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
------	----------------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

Int.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Farmington City
160 South Main
Farmington, UT 84025

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

N/A

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

Init.

§ 8.6 Other provisions:

In the event any dispute or default shall arise under the terms of this Agreement, the non-defaulting party shall be entitled to all costs and expenses incurred in enforcing its rights hereunder, including reasonable attorney's fees.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number Addenda #1	Date 4/29/2014	Pages 5
----------------------	-------------------	------------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit A: Estimate #4617 dated 5/1/2014

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Owner or Owner's Authorized Representative:

On _____, 2014, personally appeared before me _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Owner or Owner's Authorized Representative, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

STATE OF UTAH, COUNTY OF _____

By: _____

My commission expires: _____

Contractor or Contractor's Authorized Representative:

On _____, 2014, personally appeared before me _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Owner or Owner's Authorized Representative, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

STATE OF UTAH, COUNTY OF _____

By: _____

My commission expires: _____

Init.

Squires Construction

Centerville, UT 84014
1125 West 725 North Suite B

Phone: (801) 299-0121 Fax: (801) 299-0120

E-mail: office@squires-construction...

EXHIBIT A

ESTIMATE

DATE	ESTIMATE NO.
5/1/2014	4617

Dixon & Associates
Chad Schultz

TERMS	PROJECT	Farmington Public Works
DESCRIPTION		TOTAL
General Conditions		10,600.00
Permits: Excluded		0.00
Demolition: Relocate roof hatch, west wall CMU removal, shoring and dumpster throughout construction.		4,500.00
Asphalt		22,887.00
Striping		688.00
Concrete. Includes vapor barrier in both buildings		28,452.00
Concrete: Vapor barrier and 275 CY concrete		32,025.00
Concrete: Vapor Barrier		1,550.00
Masonry / Stone: Includes precast @ window sill		83,470.00
Fabrication:		19,146.00
Structural Metal: Trusses and deck		13,581.00
Erection		13,000.00
Reinforcing: Concrete, site and CMU		18,410.00

Payment: In full upon completion of work, 1.5% interest charged monthly on all unpaid accounts after 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications and itemized costs will become an extra cost above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compenstaion insurance.

TOTAL

SIGNATURE _____

Squires Construction

Centerville, UT 84014
1125 West 725 North Suite B

Phone: (801) 299-0121 Fax: (801) 299-0120

E-mail: office@squires-construction...

EXHIBIT A

ESTIMATE

DATE	ESTIMATE NO.
5/1/2014	4617

Dixon & Associates
Chad Schultz

TERMS	PROJECT	Farmington Public Works
DESCRIPTION		TOTAL
	Sheet Metal: 22ga at entry soffit in lieu of 16ga (16g is very heavy, tough to screw and tough to bend - fabricator could not prepare pricing in time)	4,375.00
	Bollards (Includes paint)	1,400.00
	Handrail @ both entries	1,200.00
	Rough Carpentry: Material	27,735.00
	Rough Carpentry: Labor	17,950.00
	Cabinetry and Millwork w/ AWI certification: (New desk portion excluded - no elevation shown)	30,596.00
	Insulation. Includes foundation wall insulation	13,110.00
	Membrane roofing. Includes gutters Alternate #1 ADD: \$25,720 (ADDED)	57,625.00
	Damproofing and Waterproofing. Not shown on plans, but called in specifications	1,151.00
	Doors, Frames, Hardware	9,968.00

Payment: In full upon completion of work, 1.5% interest charged monthly on all unpaid accounts after 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications and itemized costs will become an extra cost above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

TOTAL

SIGNATURE _____

Squires Construction

Centerville, UT 84014
1125 West 725 North Suite B

Phone: (801) 299-0121 Fax: (801) 299-0120

E-mail: office@squires-construction...

EXHIBIT A

ESTIMATE

DATE	ESTIMATE NO.
5/1/2014	4617

Dixon & Associates
Chad Schultz

TERMS	PROJECT	Farmington Public Works
DESCRIPTION		TOTAL
Overhead door. If insulated ADD: \$610 (ADDED)		15,005.00
Glass & Glazing. No high performance glass - not called for on plans or specifications		25,069.00
Glass & Glazing: Sky Light installed		9,250.00
EFIS & Stucco:		6,050.00
Metal Framing & Drywall		23,745.00
Acoustical Ceilings		9,210.00
Painting		8,900.00
Flooring: VCT, R.base and entry mat. No ceramic or porcelain tile		12,882.00
Specialties: Blinds (10) exterior windows - not on plans, but called in specifications		1,325.00
Fire Extinguishers		335.00
Fire Protection		9,167.00
Heating & Cooling & Plumbing		3,545.00

Payment: In full upon completion of work, 1.5% interest charged monthly on all unpaid accounts after 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications and itemized costs will become an extra cost above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compenstaion insurance.

TOTAL

SIGNATURE _____

Squires Construction

Centerville, UT 84014
 1125 West 725 North Suite B

Phone: (801) 299-0121 Fax: (801) 299-0120

E-mail: office@squires-construction...

EXHIBIT A

ESTIMATE

DATE	ESTIMATE NO.
5/1/2014	4617

Dixon & Associates
 Chad Schultz

TERMS	PROJECT	Farmington Public Works
DESCRIPTION		TOTAL
	Gas Lines	1,350.00
	HVAC	29,689.00
	Electrical & Lighting	45,705.00
	Communications	11,796.00
	Profit & Overhead	48,009.00
	Alternate #1: Roofing on lower half of office building - See Division 7 for alternate add.	0.00
	Alternate #2: Insulate overhead coiling door - See Division 8 for alternate add	0.00

Payment: In full upon completion of work, 1.5% interest charged monthly on all unpaid accounts after 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications and itemized costs will become an extra cost above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compenstaion insurance.

TOTAL	\$674,451.00
--------------	---------------------

SIGNATURE _____

EXHIBIT B

Drawings for Farmington City Public Works:

Building Addition

<u>Number</u>	<u>Title</u>	<u>Date</u>
G-1.1	Title, Index, Area Map and Code Analysis	4/10/2014
G-1.2	Note Sheet	4/10/2014
Civil 1	Alta Survey	2/27/2014
CV	Cover Sheet	4/4/2014
C0.1	Demolition Plan	4/4/2014
C0.2	Demolition Plan	4/14/2014
C1.1	Site Plan	4/4/2014
C1.2	Site Plan	4/4/2014
C2.1	Grading Plan	4/4/2014
C2.2	Grading Plan	4/4/2014
C3.1	Storm Drain Plan	4/4/2014
C4.1	Detail Sheet	4/4/2014
C5.1	Erosion Control Plan	4/4/2014
L1.1	Landscape and Irrigation Plan	3/14/2014
D-1.01	Demolition Plan	4/10/2014
A-0.01	Site Plan	4/10/2014
A-1.00	Dimension Floor Plan	4/10/2014
A-1.01	Floor Plan	4/10/2014
A-1.02	RCP	4/10/2014
A-1.03	Roof Plan	4/10/2014
A-2.01	Building Elevations	4/10/2014
A-3.01	Building Sections	4/10/2014
A-4.01	Wall Types and Wall Sections	4/10/2014
A-7.01	Door and Window Schedules	4/10/2014
A-8.01	Details	4/10/2014
A-9.01	Finish Plan and Millwork Details	4/10/2014
S-1.0	General Structural Notes	1/6/2014
S-1.1	Special Inspections and Testing	1/6/2014
S-1.2	Schedules	1/6/2014
S-2.0	Footing and Foundation Plan	1/6/2014
S-3.0	Roof Framing Plan	1/6/2014
S-4.0	Framing Details	1/6/2014
S-4.1	Framing Details	1/6/2014
S-4.2	Framing Details	1/6/2014
S-4.3	Framing Details	1/6/2014
M-1.01	Mechanical Floor Plan	4/4/2014
M-1.02	Mechanical Details and Schedules	4/4/2014
MP-1.01	Mechanical and Plumbing Specifications	4/4/2014
P-1.01	Plumbing Plan	4/4/2014
P-1.02	Plumbing Details and Schedules	4/4/2014
E-1.01	Electrical Demo Plan	4/4/2014
E-1.02	Electrical Plan	4/4/2014
E-1.03	Lighting Plan	4/4/2014
E-2.01	Electrical Schedules	4/4/2014
E-2.02	Electrical Schedules & Calculations	4/4/2014
E-2.03	Electrical Details	4/4/2014
E-3.01	Electrical Specifications	4/4/2014

Storage Building

<u>Number</u>	<u>Title</u>	<u>Date</u>
G-1.1	Title, Index, Area Map and Code Analysis	4/10/2014
G-1.2	Note Sheet	4/10/2014
Civil	Refer to Building Addition Drawings	
A-1.0	Site Plan	4/10/2014
A-1.1	Floor Plan	4/10/2014
A-2.1	Building Elevations	4/10/2014
S-1.0	General Structural Notes	12/30/2013
S-1.1	Special Inspections and Testing	12/30/2013
S-1.2	Schedules	12/30/2013
S-2.0	Footing and Foundation Plan	12/30/2013
S-3.0	Roof Framing Plan	12/30/2013
S-4.0	Framing Details	12/30/2013
S-4.1	Framing Details	12/30/2013
MP-1.01	Mechanical & Plumbing Plan	4/7/2014
MP-1.02	Mechanical & Plumbing Details and Schedules	4/7/2014
MP-2.01	Mechanical & Plumbing Specifications	4/7/2014
E-1.01	Site Electrical Plan	4/7/2014
E-2.01	Electrical Plan	4/7/2014
E-1.03	Lighting Plan	4/7/2014
E-3.01	Electrical Schedules & Calculations	4/7/2014
E-3.02	Electrical Details	4/7/2014
E-4.01	Electrical Specifications	4/7/2014



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: May 20, 2014

SUBJECT: **CONTRACT WITH GRANITE CONSTRUCTION FOR THE PARK LANE WATERLINE RECONSTRUCTION PROJECT**

RECOMMENDATION

Approve the contract with Granite for the construction of new waterline improvements in 1100 West and Park Lane.

BACKGROUND

On May 6th the City Council approved Granite to perform the work for the Park Lane Realignment Project for the amount of \$120,530. Attached is the contract between the City and Granite to perform the work.

SUPPLEMENTAL INFORMATION

Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

SECTION 0520
STANDARD FORM OF AGREEMENT

THIS AGREEMENT is by and between the City of Farmington, UT ("Owner") and Granite Construction Company "Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CULINARY WATERLINE CONSTRUCTION

Construct new 12" PVC waterline complete with various fittings; thrust blocks; connections to existing 12" waterline(s); pressure testing; disinfection; cap existing 12" waterline to be abandoned in place; remove and dispose of existing asphalt pavement to construct waterline. All work complete and in place in accordance with project plans and specification

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Farmington City Corporation: "Park Lane and 1100 West Waterline"

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by CRS Consulting Engineers Incorporated, dba Caldwell Richards Sorensen (Engineer). Farmington City will act as it's own representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before **UDOT's Park Lane Reconstruction substantial completion date**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before **UDOT's Park Lane Reconstruction final completion date**.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid is \$120,530.00, and is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with State of Utah law.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond (pages 1 to 4, inclusive).
 3. Payment bond (pages 1 to 4, inclusive).
 4. General Conditions (pages 1 to 62, inclusive).
 5. Supplementary Conditions (pages 1 to 16, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings consisting of 4 sheets with each sheet bearing the following general title:
Farmington City - Park Lane and 1100 West Waterline
 8. Addenda (numbers _ to _, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to __, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 5-21-2014 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Farmington City Corporation

Granite Construction Company

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

PO Box 160

Farmington, UT 84025

License No.: _____
(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

END OF SECTION



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: May 20, 2014

SUBJECT: **CONTRACT WITH BOTH CAMPBELL'S CONCRETE AND KILGORE CONTRACTING FOR THE CONSTRUCTION OF THE 450 SOUTH SIDEWALK IMPROVEMENT PROJECT**

RECOMMENDATION

Approve the contracts with Campbell's Concrete and Kilgore Contracting for the construction of the 450 South Sidewalk Improvement Project.

BACKGROUND

On May 6th the City Council approved both Campbell's Concrete and Kilgore Contracting to perform the work for the 450 South Sidewalk Improvement Project for the amounts of \$23,540 and \$2,900.00 respectively. Attached is the contract between the City, Campbell's Concrete, and Kilgore Contracting to perform the work.

SUPPLEMENTAL INFORMATION

1. Campbell's Concrete Contract
2. Kilgore Contracting Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

**AGREEMENT
and
NOTICE TO PROCEED**

Contractor: Cambell's Concrete City: Farmington City

Project: 450 South Sidewalk Improvement Date: 5-21-2014

The Contractor is hereby notified that their bid for the project has been accepted by the City subject to the following terms and conditions:

1. Contractor will complete all work in accordance with the project General Specifications and Contract Documents for the sum of \$ 23,540.00.
2. Contractor will commence work by 6-01-2014 and have work complete by 2 months after the power pole is relocated, subject to a \$ 500 per day penalty for each day thereafter.
3. In so far as the Contractor may legally do so, it shall hold the CITY, including it's elected officials, appointed officials, employees, agents and volunteers harmless from any liability, damages or claims that may arise in the course of the CONTRACTOR, its agents or employees performing any activities in connection with said project, or resulting through negligence of the same.
4. CITY will pay the CONTRACTOR the full amount upon the satisfactory completion of the project.

This agreement and the incorporated documents herein, represent the entire contact. This contract may not be amended other than in writing, signed by both parties.

CITY: Farmington City

CONTRACTOR: Cambell's Concrete

By: _____
(Signature)

By: _____
(Signature)

Name: H. James Talbot
(Print)

Name: _____
(Print)

Title: Mayor

Title: _____

**AGREEMENT
and
NOTICE TO PROCEED**

Contractor: Kilgore Contracting City: Farmington City

Project: 450 South Sidewalk Improvement Date: 5-21-2014

The Contractor is hereby notified that their bid for the project has been accepted by the City subject to the following terms and conditions:

1. Contractor will complete all work in accordance with the project General Specifications and Contract Documents for the sum of \$ 2,900.00.
2. Contractor will commence work by 6-01-2014 and have work complete by 2 months after the power pole is relocated, subject to a \$ 500 per day penalty for each day thereafter.
3. In so far as the Contractor may legally do so, it shall hold the CITY, including it's elected officials, appointed officials, employees, agents and volunteers harmless from any liability, damages or claims that may arise in the course of the CONTRACTOR, its agents or employees performing any activities in connection with said project, or resulting through negligence of the same.
4. CITY will pay the CONTRACTOR the full amount upon the satisfactory completion of the project.

This agreement and the incorporated documents herein, represent the entire contact. This contract may not be amended other than in writing, signed by both parties.

CITY: Farmington City

CONTRACTOR: Kilgore Contracting

By: _____
(Signature)

By: _____
(Signature)

Name: H. James Talbot
(Print)

Name: _____
(Print)

Title: Mayor

Title: _____



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
JOHN BILTON
BENIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Holly Gadd
Date: April 25, 2014
SUBJECT: **RESOLUTION AMENDING CHAPTER 9 OF THE PERSONNEL POLICIES RELATING TO ANNUAL LEAVE AND SICK LEAVE FOR FULL TIME FIRE FIGHTERS**

RECOMMENDATION

Approve the attached Resolution amending Chapter 9 of the Personnel Policies and Procedures.

BACKGROUND

In May 2013, there was an amendment to the City's Personnel Policies and Procedures to reflect the necessary changes for a 24-hour firefighter shift. In figuring the unused annual leave for each employee at the end of the year, we discovered that tables were not added to reflect the allowable maximum of unused annual leave and sick leave to be carried over for the 24-hour firefighter shift.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING CHAPTER 9 OF THE FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES RELATING TO ANNUAL LEAVE AND SICK LEAVE FOR FULL TIME FIRE FIGHTERS (24-HOUR SHIFTS)

WHEREAS, the City Council has previously adopted the Farmington City Personnel Policies and Procedures; and

WHEREAS, the City Council desires to amend the provisions of Chapter 9 regarding annual leave and sick leave benefits for full time firefighters working 24-hour shifts as more particularly provided herein.

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

Section 1. Amendment. Chapter 9 of the Farmington City Personnel Policies and Procedures is hereby amended to read in its entirety as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. 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 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 20TH DAY OF MAY, 2014.

FARMINGTON CITY

ATTEST:

Holly Gadd, City Recorder

By: _____
Mayor H. James Talbot

EXHIBIT "A"

PERSONNEL POLICIES AND PROCEDURES

CHAPTER 9

COMPENSATION, BENEFITS AND LEAVE

**FARMINGTON CITY
PERSONNEL POLICIES AND PROCEDURES**

Each full-time firefighter working 24 hour shifts, who has been in the City service for a continuous period of one month, accrues annual leave according to the schedule below:

<u>Years in Service</u>	<u>Accrual Rate Hrs per Month</u>	<u>Accrual Rate Hrs per Year</u>
0-1	5.6 hrs	67.2 hrs
1-5	11.2 hrs	134.4 hrs
6-10	14.0 hrs	168.2 hrs
11-15	16.8 hrs	201.8 hrs
16 or more	19.6 hrs	235.0 hrs

Accumulated earned annual leave time is paid for by the employing department when an employee is being separated from City service.

A maximum of 336 hours of unused annual leave may be carried over to the following year. A maximum of 53 hours of unused annual leave accrued over 336 hours may be paid as cash-in-lieu of the accrued credit. This payment is to be calculated and paid at the end of the calendar year. All unused annual leave in excess of 336 hours as of the end of the first pay period in January of each year will be forfeited.

9.040 Sick Leave.

(a) Sick leave is a privilege and not a right of employment. Ownership of all time accrued to the credit of an employee for use as sick leave belongs to the City. Holidays falling on a regular working day within a period when sick leave is being taken is credited as a holiday and not as a day of sick leave. Sick leave accrues to an available maximum of three hundred twenty (320) working hours (40 days), for regular employees and (448) working hours for full-time Fire Department 24-hour shift personnel.

(b) Sick leave is available to full-time and part-time employees, excluding school crossing guards, firefighters, and temporary employees.

(c) Full-time employees may accrue eight (8) hours of sick leave for each month of employment with the City, beginning at the date of hire. Eligible part-time employees may accrue sick leave as follows: (1) regular part-time employees working twenty (20) hours per week or more, but less than thirty (30) hours per week, shall accrue four (4) hours of sick leave per month, beginning at the date of hire; and (2) regular part-time employees working thirty (30) hours per week or more, shall accrue six (6) hours of sick leave per month, beginning at the date of hire.

(d) Full-time Firefighters working twenty-four (24) hour shifts shall accumulate sick leave at the rate of 11.2 hours for each calendar month of service. The basis for sick leave accrual for firefighters working 24-hour shifts shall be consistent with how accrual occurs in the rest of the City, and is determined by comparing the total number of hours scheduled in a year for a firefighter to that of a regular 40-hour per week employee. Firefighters are scheduled to work 2920 hours (*Effective April 2013 – 365 days/24 day work periods = 15,2083 work periods per year x 192 hrs per work period*) while regular employees are scheduled for 2080 hours (40 hrs x 52 weeks). By dividing 2080 into 2920 a conversion ratio of 1.4 is derived. So, for every 8 hours of sick leave accrued by a regular employee, a firefighter should accrue 8 hrs x 1.4, or 11.2 hours.

(e) Department heads are to use discretion in approving sick leave. Employees abusing sick leave are subject to disciplinary action, up to and including termination. Evidence of illness by a doctor's diagnosis may be required if sick leave abuse is suspected.

(f) Employees qualifying for workers' compensation benefits may select leave and compensation options for such absence in accordance with the provisions of Section 9.150 regarding Workers' Compensation.

**FARMINGTON CITY
PERSONNEL POLICIES AND PROCEDURES**

(g) Employees qualifying for short-term or long-term disability benefits may select one of the following leave and compensation options:

(1) **Leave Without Pay.** The employee may receive and retain compensation from the short-term or long-term disability benefits and take leave without pay for the period of the disability absence, to the extent permitted by these policies; or

(2) **Sick Leave.** The employee may utilize and receive compensation from the City for accrued sick leave for the absence, provided, the employee submits the full amount of the compensation received by the employee for short-term or long-term disability benefits to the City.

(h) Employees receiving short-term or long-term disability benefits and leave must provide a medical release from their doctor in order to return to full employment status with the City.

(i) Sick leave for eligible employees is allowed only after it is accrued. Sick leave shall be accrued and available for use at the completion of each calendar month.

(j) Employees requesting qualified sick leave must notify the department head prior to or within one-half hour after his or her scheduled reporting time.

(k) For those employees whose circumstances allow them to avoid the use of sick leave, and thereby contribute to increased productivity and effectiveness in the delivery of City services and administrative support, the City will provide the following bonus:

**Sick Days Used Per Year
Bonus Formula**

0	32 hours x hourly pay rate
1	24 hours x hourly pay rate
2	16 hours x hourly pay rate
3	8 hours x hourly pay rate
4 or more	No Bonus Given

**Sick Days Used Per Year
Bonus Formula for Full-time Firefighters work 24-hour Shifts**

0	44.80 hours x hourly pay rate
1	33.60 hours x hourly pay rate
2	22.40 hours x hourly pay rate
3	11.20 hours x hourly pay rate
4 or more	No Bonus Given

(l) The productivity bonus shall be based upon the employee's general rate of pay. Any productivity bonus earned by an employee may be taken: (1) as a cash payment; (2) as equivalent hours of annual leave; or (3) as compensation under a qualified I.R.C. § 401(k) or § 457 deferred compensation



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: May 20, 2014
SUBJECT: **KAYSVILLE BOUNDARY ADJUSTMENT**

RECOMMENDATION

Adopt the enclosed resolution initiating proceedings to adjust the common boundary lines between Farmington City and Kaysville City.

BACKGROUND

Brad Frost, owner of the Tanner Property and property once owned by Davis County desires to adjust the corporate limit lines of two adjacent municipalities to ensure that his entire development is located in Farmington City. In so doing he is requesting that Farmington City and Kaysville City adjust their common boundaries in the southwest area of the project as illustrated on the attached drawing.

Farmington City and Kaysville City will consider similar resolutions on May 20, 2014; and possibly approve similar ordinances in the future; and thereafter record these ordinances effectuating the boundary adjustment between the municipalities.

Respectfully Submitted

Eric Anderson
Associate City Planner

Concur

Dave Millheim
City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL
INITIATING PROCEEDINGS TO ADJUST THE COMMON
BOUNDARY LINES BETWEEN FARMINGTON CITY AND
KAYSVILLE CITY AND PROVIDING FOR A PUBLIC HEARING
THEREON.**

WHEREAS, Farmington City and Kaysville City wish to adjust their common boundaries; and

WHEREAS, pursuant to *Utah Code Ann.* § 10-2-419, municipalities may adjust their common boundaries; and

WHEREAS, Utah law requires that a public hearing be held on the proposed adjustment and that notice of such hearing be given by publication as provided herein; and

WHEREAS, owners of private real property located within the area proposed for adjustment are entitled to file written protests to the proposed adjustment if they oppose the same; and

WHEREAS, the City Council of Farmington City desires to initiate proceedings to effect the proposed boundary adjustment as provided herein;

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

Section 1. Statement of Intent. The Farmington City Council intends to adjust certain boundaries that are common between Farmington City and Kaysville City. The areas proposed to be adjusted are more particularly described in Section 3 of this Resolution.

Section 2. Public Hearing. The Farmington City Council will hold a public hearing on the proposed adjustment on the 1st day of July, 2014, at the hour of 7:00 p.m. at the Farmington City offices, located at 160 South Main Street, Farmington, Utah.

Section 3. Notice of Public Hearing. The Farmington City Council hereby directs the City Manager to cause the following notice to be published at least once a week for three successive weeks in the Davis County Clipper, a newspaper of general circulation within Farmington City. The first publication of the notice required by this subsection shall be published within fourteen (14) days of the City Council's adoption of this Resolution. The form of the notice shall be as follows:

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Farmington City Council at Farmington City Hall, 160 South Main Street, Farmington, Utah 84025, on the 1st day of July, 2014, at the hour of 7:00 p.m. for the purpose of receiving public comment with regard to a proposal to adjust Farmington City's common boundaries with the Kaysville City in the following described areas:

Legal Description of Property to be Disconnected from Kaysville City and Annexed to the Farmington City:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 3 NORTH, RANGE 1 WEST, S.L.B. & M., DESCRIBED
AS FOLLOWS:

BEGINNING AT A POINT ON 1475 SOUTH STREET, SAID POINT
BEING N00°05'45"E 609.17 FEET AND EAST 83.73 FEET FROM
THE CENTER OF SAID SECTION 11; THENCE N47°05'54"E 29.56
FEET; THENCE N18°40'06"E 143.38 FEET; THENCE S42°22'15"E
159.41 FEET; THENCE S40°36'00"E 84.78 FEET; THENCE
S33°56'20"E 45.00 FEET; THENCE S68°36'09"W 146.95 FEET;
THENCE N42°55'46"W 108.57 FEET; THENCE N49°46'36"W 58.29
FEET TO THE POINT OF BEGINNING. CONTAINING 32,809
SQUARE FEET OR 0.75 ACRES.

A plat of the proposed area to be adjusted is available for review at the Farmington City offices during regular business hours up to the date and time of the public hearing. The Farmington City Council has adopted a Resolution indicating the City Council's intent to adjust the boundary as provided above. The Farmington City Council will adjust the boundary unless, at or before the public hearing, written protests to the adjustment are filed by the owners of private real property that is located within the area proposed for adjustment and covers at least twenty five percent (25%) of the total private land area within the area proposed for adjustment and is equal in value to at least fifteen percent (15%) of the value of all private real property within the area proposed for adjustment. All protests shall be filed with the Farmington City Recorder at the Farmington City offices within the time provided herein.

DATED this 20th day of May, 2014.

City Manager

Section 4. 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 5. 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 20th DAY OF MAY, 2014.

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

CITY COUNCIL AGENDA

For Council Meeting:
May 20, 2014

SUBJECT: City Manager Report

1. Police and Fire Monthly Activity Reports for April

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



Farmington City Police Department 2014 - Summary Cont.

	Average	Total
Cases	152.00	608

Reports	Officer	73.50	
	Crime	60.75	
	Accident	17.00	68
	Supp	38.25	

Citations	Total	101.50	406
	Traffic	66.50	
	Speed	146.00	
	Parking	4.25	
	Other	31.75	

Activities	2086.25	8345
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Investigations	Working	41.50	
	# Reports	35.75	143



Farmington City Fire Department

Monthly Activity Report



April 2014



Emergency Services

Fire / Rescue Related Calls: **22**
All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...

Ambulance Related Calls: **49 / Transported 27 (55%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...

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

Urgent EMS Related Response Times (AVG): **4.3 Minutes** **GOAL 4 minutes or less (+.3min.)**

Urgent Fire Related Response Times (AVG): **7.4 Minutes** **GOAL 4 minutes or less (+ 3.4min.)**

PT Department Man-Hours (based on the following 28-day pay periods April 4th and April 18th)

Part-Time Shift Staffing:	1,316	Budgeted 1,344	Variance -28
Part-Time Secretary:	40	Budgeted 40	Variance - 0
Part-Time Fire Marshal:	40	Budgeted 40	Variance - 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime 0
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	315		
Emergency Callbacks:	141	FIRE 29 Hrs / EMS 112 Hrs	
Special Event Hours:	28.5		(YTD:) 155.5
Total PT Staffing Hours:	1,880.5		(YTD:) 7,163

Monthly Revenues & Grant Activity YTD

Ambulance:	Prev. Month	Calendar Year	FY 2014
Ambulance Services Billed (previous month):	\$ 49,250.39	\$118,940 YTD	\$374,973.87
Ambulance Billing Collected (previous month):	\$ 19,345.87	\$72,304.71 YTD	\$230,106.26
<i>Variiances:</i>	<i>-\$29,904.52</i>	<i>-\$46,635.29 YTD</i>	<i>-\$144,867.61</i>

Grants / Assistance / Donations:**Grants Applied For:**

DNR / Apparatus Build-Up	\$9,000	
UBEMS / Equipment Assist & Training	\$12,500	\$106,500 YTD

Grants / Funds Received / Awarded:

DNR / Apparatus Build-Up	\$ 9,000	
UFRA / Live Fire Training Prop & Instruction	\$2,500	\$22,700 YTD

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

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2– FIRE – Live Fire Evolutions (Saturday)	84	Avg. Wednesday Night Drill Att.
Drill #3– FIRE – Live Fire Evolutions (Saturday)	84	by FFD Personnel This Month: 16
Drill #4– EMS – Case Reviews w/ Dr. Fredrickson	42	

Other: EMS Trauma Conference / Logan x 6	42	
New Hire Sign-Off Training	100	

Total Training / Actual Attended: 373 1,364 YTD

Fire Prevention & Inspection Activities

Business Inspections:	QTY	
	14	
Fire Plan Reviews & Related:	13	
Station Tours & Public Ed Sessions:	19	

Health, Wellness & Safety Activities

Reportable Injuries:	QTY	0 YTD
	0	
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	3	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	1	3 YTD
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Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

Additional Narrative:

Call volumes (and call-types) followed typical seasonal trends with delivery of emergency services (emergency response times) still improving compared to last year's statistics. Emergent EMS response times averaged 4.3 minutes and Emergent FIRE response times averaged 7.4 minutes. Three calls resulted in no-staffing or short-staffing of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). Ambulance transport percentages came in at a typical 55%. Collections of revenues continue with little predictability due to collection & mandated billing variables. FFD exceeded typical training hours based on training new-hires in addition to completing Life Fire Training opportunities. FFD fell short staffing all shift hours for the same reason identified in last month's report – Affordable Care Act (ACA) rules and regulations prohibit our most active participants from working shifts due to new restrictions. These new restrictions prohibit any of our PT personnel from working above 1560 hours within a twelve-month

period without providing health and retirement benefits. This rule will continue to negatively impact our department's ability to staff call-backs, shiftwork and training sessions until June 1st. This month's training focused on Leadership Development, Fire Tactics & Operations to Include – Live Fire Attack, Victim Rescue, Self-Rescue, Mayday, Roof Operations, Basement Operations and FDC evolutions. EMS training covered FFD Case Studies / Reviews with Dr. Fredrickson. We also sent 6 EMS personnel to the annual 1-day Trauma Conference held in Logan. Additional training focused on new hires and completion of sign-offs. All personnel completed annual physical fitness expectations for continued employment. The remaining service award items have arrived and we plan to present these to our past personnel Wednesday May 6th at 7:00PM.

*Please feel free to contact myself at your convenience with questions, comments or concerns:
Cell (801) 643-4142 or email gsmith@farmington.utah.gov*

Respectfully,

**Guido Smith
Fire Chief**



Proud Protectors of Your Life and Property – Since 1907

CITY COUNCIL AGENDA

For Council Meeting:
May 20, 2014

SUBJECT: Mayor Talbot & City Council Reports

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