

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

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, May 21, 2013, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summary for Planning Commission held April 25, 2013

PUBLIC HEARING:

7:10 General Plan Amendment and/or Zone Change Application – Haws Companies

PRESENTATION OF PETITIONS AND REQUESTS:

7:15 Presentation on Summer Fest

7:25 Introduction of the Miss Farmington Winners

7:35 Discussion regarding a Farmers Market in Farmington

7:50 Introduction of UTA Farmington Station Developer

8:05 ISO Public Protection Summary Report

SUMMARY ACTION:

8:20 Minute Motion Approving Summary Action List

1. Farmington Bay Warehouse Complex Phase 3 Improvements Agreement

2. Approval of Minutes from May 7, 2013
3. Ratification of Approvals of Storm Water Bond Log

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

8:25 Approval of an Exemption to the Temporary Use Provision of the Zoning Ordinance

GOVERNING BODY REPORTS:

8:35 City Manager Report

1. Building Activity Report for April
2. Police and Fire Monthly Activity Reports for April
3. Water Shutoff Notice

8:40 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 16th day of May, 2013.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

SUBJECT: 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 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 21, 2013

S U B J E C T: Executive Summary for Planning Commission held April 25, 2013

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: May 21, 2013

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON
APRIL 25, 2013

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on April 15, 2013 [note: seven commissioners attended the meeting— Bob Murri, Kris Kaufman, Brigham Mellor, Brad Dutson, Michael Nilson, and Alternates Rebecca Wayment and Nate Creer]:

1. The Haws Companies – (Public Hearing) – Applicant is requesting a recommendation to amend the General Plan, or General Land Use Plan, map designations on property (16.19 acres) located north of 675 North and west of I-15 from CA/BP (Class A Business Park) to TMU (Transportation Mixed Use); and to rezone the property from A (Agriculture) to TMU (Transit Mixed Use); and a request for a zone change on property (21.506 acres) located north of Park Lane and west of Station Parkway from A (Agriculture) to TMU (Transit Mixed Use); and a request to amend the Regulating Plan set forth in Chapter 18 of the Zoning Ordinance (a zone text change) changing the aforementioned areas from OMU and GMU (respectively) to TMU. (Z-1-13)

*Voted to recommend each request for denial based on findings 1, 2, & 3:
Vote: 7-0*

Findings:

(1) It is uncertain if the proposed amendments are reasonably necessary. The applicant provided no plans to show that the zone text change and zone map amendment requests are needed.

(2) It is not known if the applicant's request is in the public interest. No plans for the subject properties accompany the application, and the City is unable to determine if it can provide and maintain the public infrastructure and services for development in these areas – especially since the TMU zone allows “higher development intensity” than other zone illustrated on the regulating plan. Also, the City is not able to determine how development on the subject properties will impact adjacent parcels. The request is also inconsistent with the General Plan, as noted below, and the City is not aware of any significant reason to change the General Plan in a way that would accommodate this request.

(3) The proposed amendments are not consistent with the City's General Plan and are not in harmony with the objectives and purpose of the Zoning Ordinance.

(a) Higher density development indicative of the Transit Mixed Use zone should be in close proximity to the commuter rail station.

(b) The Zoning Ordinance requires that a TMU district must be proximate to a mass transit railway system station and have direct pedestrian connection to that station and shall have at least one point that is located within 1500 feet of access to a rail station or platform. The proposed TMU district north of 675 North is approximately 2200 feet from the UTA commuter rail station; and the proposed TMU district west of Station Parkway is approximately 1900 feet from the station.

(c) The property north of 675 North is identified as “Class A Business Park” on the General Plan Land Use Plan map. The TMU zone is not compatible with this designation.

**the applicant has since withdrawn his application for this zone change request.*

2. Farmington City – (Public Hearing) – The City is requesting a recommendation of an amendment to the City's Sign Ordinance regarding signs in the Mixed-Use Districts. (Z-2-13)

Voted to table for further research by staff, Vote: 7 – 0

3. Consideration of Park Lane Village Apartments Sign Package

Voted to approve the sign package with conditions: Vote: 7 – 0

- a. *Exclude Banner Sign #2 that is shown in Exhibit D,*
- b. *Exclude Blade Banners F as shown in Exhibits H & I,*
- c. *Center the aluminum letters in Exhibits B & F on the wall as discussed by the applicant and staff,*
- d. *Applicant will work with staff on exact locations of the flagpoles, but the flagpoles are ok as is stated in the plan with the height of 50 feet, 45 feet and 40 feet.*

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Christy Alexander", with a long horizontal flourish extending to the right.

Christy J. Alexander
Associate City Planner

Review & Concur

A handwritten signature in blue ink, appearing to read "Dave Millheim", with a long horizontal flourish extending to the right.

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

PUBLIC HEARING: General Plan Amendment and/or Zone Change Application –
Haws Companies

ACTION TO BE CONSIDERED:

The applicant, The Haws Companies withdrew their request.

GENERAL INFORMATION:

See enclosed letter from Scott Harwood, President of the Haws Companies.

Note: Public Hearing was noticed as the following:

Consideration an request to amend the General Land Use Plan map designation on property (16.19 acres) located north of 675 North and west of I-15 from CA/BP (Class A Business Park) to TMU (Transportation Mixed Use) and to rezone the property from A (Agriculture) to TMU (Transit Mixed Use); and a request for a zone change on property (21.506 acres) located north of Park Lane and west of Station Parkway from A (Agriculture) to TMU (Transit Mixed Use); and a request to amend the Regulating Plan set forth in Chapter 18 of the Zoning Ordinance (a zone text change) changing the aforementioned areas from OMU and GMU (respectively) to TMU (Application #Z-1-13).

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

May 8, 2013

Farmington City
Planning Department
160 S. Main
Farmington, UT 84025

Re: Withdrawal of General Plan Amendment and/or Zone Change Application

Dear Planning Staff,

Please consider this letter official notice that The Haws Companies wishes to withdraw its General Plan and/or Zone Change Application dated February 28, 2013. We will be back to the City with another application related to the Zone Change at a future date.

Sincerely,

Scott Harwood



The Haws Companies, President

CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

S U B J E C T: Presentation on Summer Fest

ACTION TO BE CONSIDERED:

Discussion only

GENERAL INFORMATION:

Emma Dugal will be making this presentation.

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 21, 2013

S U B J E C T: Introduction of the Miss Farmington Winners

ACTION TO BE CONSIDERED:

Discussion only

GENERAL INFORMATION:

Neil Miller, Parks and Recreation Director and Sarah Hale, Director of Miss Farmington will be making this presentation.

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CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

S U B J E C T: Discussion regarding a Farmers Market in Farmington

ACTION TO BE CONSIDERED:

Discussion only

GENERAL INFORMATION:

Jessica Bradbury will be present for this discussion item.

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CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

S U B J E C T: Introduction of UTA Farmington Station Developer

ACTION TO BE CONSIDERED:

Discussion only

GENERAL INFORMATION:

Michael Christensen with the Thackeray Company will be making this presentation.

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

The Thackeray Garn Company

May 7, 2013

Mayor Scott Harbertson
Farmington City
160 South Main Street
Farmington, Utah 84025

RE: UTA Farmington Station Developer

Dear Mayor Harbertson,

The Utah Transit Authority ("UTA") has been authorized by the State of Utah to engage in joint venture Transit Oriented Development projects wherein UTA is permitted to contribute its real property in exchange for an interest in a joint venture company. A request for proposal ("RFP") was issued by UTA which included the Farmington Station site. The Thackeray Garn Company responded to the RFP and was selected to be developer.

I have had an opportunity to meet with your City Manager, Dave Millheim and Community Development Director, David Peterson regarding the development of the UTA site. I would like to request an opportunity to meet with you and your City Council to introduce who we are, our approach to development, and our thoughts regarding what we would like to do with the site. We understand the importance of establishing a collaborative working relationship with the City Staff, Planning Commissions and City Councils in the communities that we develop projects and look forward to working with Farmington City on this development.

We think Farmington City had done a tremendous job in enabling the development of Station Park and the surrounding area and are excited that UTA selected us to be the developer of a key and important parcel within your city. We think we can develop great project that will be an asset to the community and blend in well with the existing uses in the area.

I look forward to hearing from you regarding when we could meet.

Best Regards,

The Thackeray Garn Company


Michael R. Christensen
Partner

CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

S U B J E C T: ISO Public Protection Summary Report

ACTION TO BE CONSIDERED:

Discussion only

GENERAL INFORMATION:

Guido Smith, Fire Chief will be giving this report.

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

FARMINGTON CITY FIRE DEPARTMENT

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



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

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Guido Smith, Fire Chief
Date: May 6, 2013
Subject: ISO PUBLIC PROTECTION SUMMARY REPORT - REVIEW

RECOMMENDATION

Provide staff with questions and/or comments pertaining to recent audit results and presentation.

BACKGROUND

Late last year the "ISO" (Insurance Service Office) completed an audit of Farmington's fire protection capabilities and recently released its official report. The last ISO audit performed in Farmington was approximately 15 years ago with a final Public Protection Classification (PPC) rating of 7/9.

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities, then analyzes the relevant data using a Fire Suppression Rating Schedule (FSRS). Using the FSRS, they assign a PPC rating from 1 to 10. Insurance companies use this PPC score to establish underwriting rates within specific communities.

Class 1 represents superior property fire protection and Class 10 indicates that the area's fire suppression program doesn't meet ISO's minimum criteria.

ISO awarded Farmington City with a PPC rating of 5/9.

Respectfully Submitted,


Guido Smith
Fire Chief

Reviewed & Concur



Dave Millheim
City Manager

Farmington City Fire Department
"Proud Protectors of Your Life & Property"



Public Protection Classification Summary Report 2013

Guido Smith
Fire Chief
Farmington City Fire Department



Farmington City Fire Department
"Proud Protectors of Your Life & Property"



ISO is an independent company that collects and evaluates information from communities on their fire suppression capabilities. Insurance companies use this data to determine fair premiums for homeowners and commercial fire insurance.



ISO Grading Schedule

Subcategories & Values:

- Fire Department = 50%
- Water Supply = 40%
- Communications = 10%



ISO Audit Results - 2013

Recently, Farmington City received a copy of the ISO report.

This report identified the subcategories as follows:

- Fire Department = Class 6 (22.88 of 50.00)
- Water Supply = Class 1 (36.65 of 40.00)
- Communications = Class 4 (6.50 of 10.00)

ISO Audit Results - 2013

Farmington City received
an overall classification rating of

5/9

Farmington's best yet!

Areas of Improvement



Fire Department:

CLASS 6 (46%) - Better than previous audit

- Staffing = 3.48 of 15.00 (23%)
- Ladder Truck = 0.71 of 5.00 (14%)
- Station Distribution = 0.95 of 4 (24%)
- Additional Training = 3.34 of 9.00 (37%)

Areas of Improvement

Water Supply:

CLASS 1 (92%) *Wow! Great Improvement!*

- Inspection & Condition = 0.60 of 3.0 (20%)



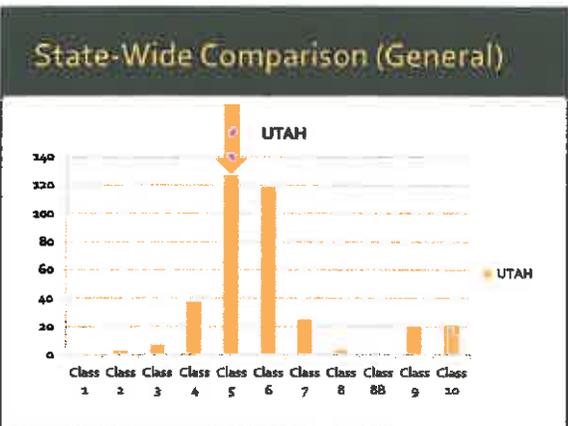
Areas of Improvement

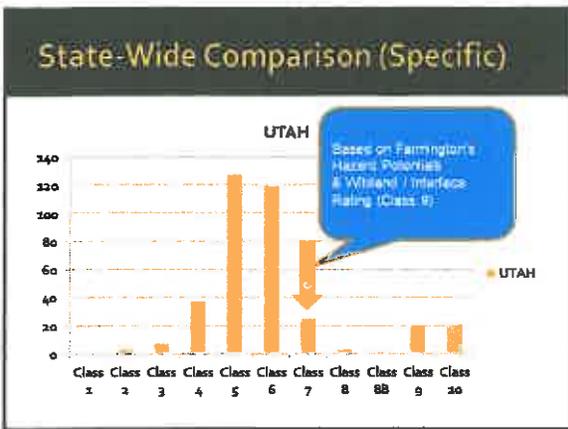
Communications:

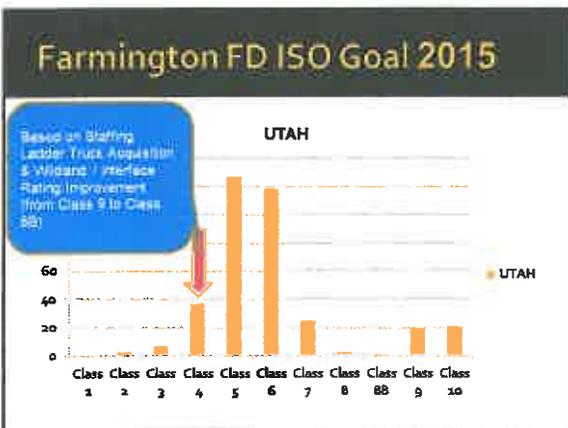
CLASS 4 (65%) – Better than previous audit

- Dispatch Circuits = 1.50 of 5.00 (30%)











Conclusion:

This 3rd party audit plays a crucial role in helping us measure areas of success and areas of improvement within our fire protection program.

We have achieved several benchmarks since 2011 and look forward to the continued support from our council and community as we serve another 100 years!



Farmington City Fire Department
Over 100 years of dedicated service!



*Proud Protectors
of Your Life & Property*



CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

SUBJECT: Minute Motion Approving Summary Action List

1. Farmington Bay Warehouse Complex Phase 3 Improvements Agreement
2. Approval of Minutes from May 7, 2013
3. Ratification of Approvals of Storm Water Bond Log

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
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 9, 2013

**SUBJECT: FARMINGTON BAY WAREHOUSE COMPLEX PHASE 3
IMPROVEMENTS AGREEMENT**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Farmington Bay Warehouse, LLC and Farmington City.

BACKGROUND

The bond estimate for the Farmington Bay Warehouse Phase 3 subdivision is \$78,187.20 which includes a 10% contingency and 10% warranty bond. Farmington Bay Warehouse, LLC has submitted a cash bond Improvements Agreement with Farmington City 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, the 10% contingency 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
(CASH FORM)

THIS AGREEMENT is made by and between Farmington Bay Warehouse, LLC (hereinafter "Developer"), whose address is 815 N 400W NSL. UT. 84054, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Farmington Bay Warehouse Complex Phase 3, located at approximately 1225 650 W, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 78,187.20.

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 shall be an Exhibit hereto, (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 24 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. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 78,187.20 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit 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 required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. 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 of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit 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 Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
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 Deposit as

herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or estoppels 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 Deposit 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 Deposit 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 Deposit 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.** The 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 Deposit until these 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 is 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 is 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 instruments, 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 Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit 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 0 day of May, 2013

CITY:

FARMINGTON CITY CORPORATION

By: _____
Scott C. Harbertson, Mayor

DEVELOPER:

FARMINGTON Bay Warehouse, LLC

By: [Signature]
KENT H. WHITEHEAD

Its: MANAGER

ATTEST:

Holly Gadd, City Recorder

(Complete if Developer is a Partnership)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

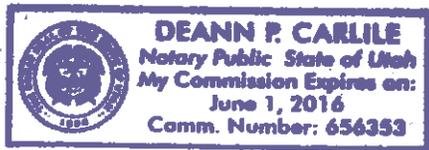
NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 8th day of May, 2013, personally appeared before me Kent Howell Whitehead who being by me duly sworn did say that he or she is the Manager of Farmington Bay Warehouse limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Deann P. Carlile
NOTARY PUBLIC
Residing in Davis County, Utah.



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, _____.

FARMINGTON CITY COUNCIL MEETING
May 7, 2013

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Finance Director Keith Johnson, Development Director David Petersen, Associate City Planner Christy Alexander, Deputy Recorder DeAnn Carlile and Recording Secretary Cynthia DeCoursey

Building Form Standards: Site Planning, Building Scale, Mass & Setbacks

Mark Morris, landscape architect and community planner, gave a presentation regarding site design as it relates to increasing community value.

SUMMARY ACTION:

1. Approval of Minutes from the April 16, 2013 meeting
2. Agreement to purchase 10 additional street lights from Rocky Mountain Power
3. Lease of Mini Excavator from Wheeler Machinery
4. Resolution to change Personnel Policy for 24-hour shift Firefighter Personnel
5. Wetland Study – Frontier Corporation USA
6. CDBG Agreement for Sessions Building

Cindy Roybal requested that one change be made to the minutes regarding the light pole study. The Council discussed various issues related to the Personnel Policy, and the **Mayor** pointed out an error which needs to be corrected.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Finance Director Keith Johnson, Development Director David Petersen, Associate City Planner Christy Alexander, Deputy Recorder DeAnn Carlile and Recording Secretary Cynthia DeCoursey

CALL TO ORDER:

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

The invocation was offered by **Cindy Roybal** and the Pledge of Allegiance was led by Council Member **Bilton**.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summary for Planning Commission meeting held April 11, 2013

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

PUBLIC HEARINGS:

Miscellaneous Amendments to the City’s Zoning, Subdivision, and Sign Ordinances

Christy Alexander said the amendments include: (1) amending the 25% lot coverage standard for lots less than ½ acre in the AE, A, and AA zones; (2) moving the word “or” from the end of iii to the end of ii in Section 12-6-170(k) and deleting paragraph iv regarding surety bonds; and (3) adding the words “not commercial business” to Section 15-2-110(17).

Public Hearing opened at 7:10 p.m.

There were no public comments, and the Public Hearing was closed.

Motion:

John Bilton made a motion to approve the Ordinance amending or enacting Sections 11-10-040(2), 12-6-170(k)(ii) and 12-6-170(k)(iii), and 15-2-110(17) of the Farmington City Zoning, Subdivision, and Sign Ordinances (ZT-1-13). **Cory Ritz** seconded the motion which was unanimously approved.

Update to the City’s Trails Master Plan

Greg Tanner (12 West 580 South), Trails Committee representative, said the last update to the Trails Master Plan was in 2006, and **David Petersen** presented the proposed changes. **Jim Talbot** said staff needs to inform developers of the specific locations of the trails, and **Cindy Roybal** commended the Trails Committee for their dedicated service.

Public Hearing opened at 7:24 p.m.

There were no public comments, and the Public Hearing was closed.

Motion:

John Bilton made a motion to approve the Ordinance amending the Trails Master Plan, an element of the Farmington City comprehensive General Plan. The motion was seconded by **Cindy Roybal** and unanimously approved.

Local Consent for “SteelFist Fight Night” (temporary beer permit)

Mayor Harbertson said this is a request to allow the sale of beer at a mixed martial arts event at the Davis County Fairgrounds on June 1st, and all of the City’s consent requirements have been met. However, he noticed that the boundary specified on the map included the entire County Complex rather than the one building where the event would be held. The County is

currently working on a park in the area, and the City’s ordinance would prohibit the sale of alcohol if a park is within 600 feet of the location. The City Manager said he will inform Davis County officials of the issue.

Public Hearing opened at 7:28 p.m.

There were no public comments and the Public Hearing was closed.

Motion:

Cory Ritz made a motion to approve the Local Consent form for the State of Utah Event Permit “Temporary Beer” for SteelFist Fight Night LLC. The motion was seconded by **John Bilton** and unanimously approved.

Jim Talbot said the City may want to discuss with Davis County officials the importance of setting higher standards regarding the leasing of their facilities and **Jim Young** concurred.

SUMMARY ACTION:

1. Approval of Minutes from the April 16, 2013 meeting
2. Agreement to purchase 10 additional street lights from Rocky Mountain Power
3. Lease of Mini Excavator from Wheeler Machinery
4. Resolution to change Personnel Policy for 24-hour shift Firefighter Personnel
5. Wetland Study – Frontier Corporation USA
6. CDBG Agreement for Sessions Building

Motion:

Jim Young made a motion to approve the items on the Summary Action List (including one change to the Minutes and the correction of one typographical error on the Firefighter Policy). The motion was seconded by **Jim Talbot** and unanimously approved.

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS:

Resolution Adopting the Tentative Budget for Fiscal Year 2014

Mayor Harbertson said a budget meeting was held, and several minor changes to the tentative budget were made. He asked if overtime was included in the dollar amount for a 3rd Captain in the Fire Department, and **Keith Johnson** said he thought it was included.

Motion:

Jim Talbot made a motion to approve the Resolution adopting the Farmington City tentative budget for Fiscal Year 2013-2014 (which includes notice of a public hearing to be held on June 18, 2013). **Cory Ritz** seconded the motion which was unanimously approved.

PRESENTATION OF PETITIONS AND REQUESTS:

URPA Recognition

Kim Olsen, Executive Director, and **Patty Hansen**, President Elect, of the Utah Recreation Parks Association (URPA) presented the 2013 outstanding citizen advocate volunteer award to Farmington residents **Mark** and **Kathy Pozzuoli**. They exemplify what it means to truly serve a community. **Mayor Harbertson** and Council thanked them for their efforts through the years.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- The March 2013 Police and Fire Monthly Reports and a pie chart showing the projected expenditures/revenues of recreation activities in the City were included in the staff report.
- The **Mayor** and the Council agreed that the City should not move forward with the County's proposal for an "all vote by mail" election.
- Staff has been working on the transfer of development rights ordinance. The City Attorney is reviewing the draft which will be discussed by the Council on May 21, 2013.
- He would like to meet with members of the City Council on a rotating basis and said he would email them with details.
- Regulating Plan Update: **David Petersen** reported that he and **Christy Alexander**, along with Traffic Engineers **Tim Taylor** and **Greg Haws**, drafted a street plan. The plan has the potential to bring property owners together, and staff plans to meet with each large property owner (7-8 individuals) separately to obtain comments and feedback. **Jim Young** expressed appreciation to staff for their efforts on a plan which could provide a win-win situation for the City and property owners. **Dave Millheim** said the plan is not perfect, but it is a step in the right direction.
- Two action items were added to the Budget Meeting on Tuesday, June 14, 2013: (1) lot line adjustment for an accessory building; (2) Bayview Drive, Oakridge Lane, and Oak Lane reconstruction for both water line and road surface replacement

Mayor – Scott Harbertson

- **Cindy Roybal** will attend the Clipper's Mother's Day luncheon on May 10, 2013.
- UDOT will announce the preferred alignment of the West Davis Corridor on May 16, 2013 in West Point, and he encouraged the Council to be positive and respectful as they deal with comments made by the press and/or residents.

City Council

Jim Young

- He thanked the Water Department for their resolution of a long-standing water issue in his neighborhood.

Cory Ritz

- He asked that the City include softball in their sports discussions.
- He was driving west on State Street near 200 West when a boy ran across the street in front of a car and was almost hit. **Dave Millheim** said the State owns the road, and the City's Traffic Engineer is working on traffic study to submit to the State and will be meeting with UDOT to see what safety improvements will be allowed.

John Bilton:

- He said if the block sizes are too large (in the regulating plan) there may be additional requests for private streets.
- He suggested that a member of the City Council or a staff member be on the FABL Board to establish better communication and perspective.

Cindy Roybal:

- The Trails Committee will be inserting the new trails map into the June utility bills.
- She encouraged continued support of FABL and other private entities.

CLOSED SESSION

Motion:

At 8:45 p.m. **Jim Young** made a motion for the Council to go into a closed meeting to discuss the acquisition of real property. **John Bilton** seconded the motion which was unanimously approved.

Sworn Statement

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

Scott C. Harbertson, Mayor

Motion:

At 8:52 p.m. a motion to reconvene into an open meeting was made by **Jim Talbot**. 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 **Jim Talbot** and unanimously approved. The meeting was adjourned at 8:55 p.m.

DeAnn Carlile, Deputy City Recorder
Farmington City Corporation

STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
4/8	Bridlewood Construction	10834	\$1,000.00
4/12	J Bradley Constructors	10827	\$1,000.00
4/24	Robert Straatman	10766	\$1,000.00
4/24	Home Energy Solutions	10846	\$1,000.00
4/29	Cameo Homes	10852	\$1,000.00
4/29	Blake Mathews Const	10860	\$1,000.00
4/30	Wright Shed	10865	\$1,000.00
5/1	Joel Hale	10857	\$1,000.00
5/6	Dutson Builders	10826	\$1,000.00
5/8	Jerry Preston	10859	\$1,000.00
5/8	Wasatch West Contracting	10850	\$1,000.00

CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

S U B J E C T: Approval of an Exemption to the Temporary Use Provision of the Zoning Ordinance

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See staff report prepared by Christy Alexander.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: May 21, 2013

SUBJECT: **APPROVAL OF AN EXEMPTION TO THE TEMPORARY USE
PROVISION OF THE ZONING ORDINANCE**

RECOMMENDATION

Approve an exemption to Temporary Use of Land and Structures provision (Section 11-28-120) of the Zoning Ordinance allowing for Agi's Raw Foods to sell their products at a table/stand out of the parking lot at Red Barn Farms with the following conditions:

1. The seasonal operation shall be allowed to run solely from April –October, from 6 am – 6 pm, 7 days a week;
2. Only two (2) on-site employees shall be allowed to operate the table/stand at a time;
3. All products shall be made and produced off-site;
4. All operations and sales of Agi's Raw Foods shall be run solely out of the parking lot at Red Barn Farms and shall not take place on the trail and/or City property.

BACKGROUND

Scott Harwood, of The Haws Companies, recently approached the City with a proposal from the owner of Agi's Raw Foods to operate a table/stand along the Legacy Trail at Red Barn Farm. Carl Freeland currently operates his Agi's Raw Foods business out of Sugarhouse and is an avid user of the Legacy Trail. There has been a large inquiry from the public who use the Legacy Trail, if there is ever going to be a place to purchase healthy trail foods, snacks, drinks, etc. Mr. Freeland is very interested in providing this type of product for sale to the public on a seasonal basis at the Red Barn Farm trailhead. The product would be made and produced off-site and transported to the trailhead location. They would offer their products, as detailed in the enclosed letter, for sale out of the parking lot at Red Barn Farms. It will be a seasonal operation from April through October with hours of operation being 6 am- 6 pm, 7 days a week. There are no anticipated parking needs seeing as the customers will be bikers, joggers and walkers along the trail.

Staff feels this is a much anticipated use and that it will also be a positive use along the Legacy Trail. Upon review of the Temporary Use of Land and Structures provision in the Zoning Ordinance (Section 11-28-120), staff found that in Commercial and Industrial Zones, Parking Lots Sales are allowed for up to five consecutive days at any one time. Another

temporary use in those zones are Seasonal Produce Stands (including Farmers Markets) offering produce and plants not grown on the premises. These may be permitted for up to five consecutive months each year. Both of these are allowed conditional uses that would need to go before the Planning Commission for review. However, these uses were solely listed under the Commercial and Industrial Zones and this proposal is for the Agriculture Zone. Staff would still like to see a use like this come into Farmington. After review of Exempt Uses (Section 11-28-120(i)), it states “the following temporary uses are exempt from the provisions of this section:

....
(6) Other exemptions as specifically approved in writing by the City Council.”

Staff concluded that item (6) as listed above, is a way in which this type of temporary use could be approved within the intent of the ordinance, so the applicant is now petitioning the City Council to review and consider this temporary use as an exemption to the Temporary Use provision of the ordinance.

Seeing as the Parking Lot Sales use is limited to five consecutive days a week and the Seasonal Produce Stands are limited to five consecutive months out of the year, the City Council could also set limits to the Seasonal Operation of this use. The applicant is now requesting to operate seven days a week and seven consecutive months out of the year. The Council has the authority to approve them to operate as requested, set limitations to the operation, or deny the request, however, staff recommends that the Council consider and approve this use and set operation limitations as deemed necessary. Staff does not see any harm in the days and months of operation as requested, solely it may start to come under question how temporary of a use is this if it is approved as such. One could argue for both sides but this is certainly a high quality operation that would benefit the users of the Legacy trail greatly. Staff could also look at amending the text of the ordinance to incorporate this type of temporary trail use (off of the trail/City property) for future requests as well if the Council feels this would be appropriate.

Please see the attached letter from the applicant and proposed location of the food stand at Red Barn Farms. Staff has also attached the Temporary Use provision of the Zoning Ordinance for the Council’s review of other types of temporary uses permitted and required to go before the Planning Commission for review.

Respectively Submitted



Christy J. Alexander
Associate City Planner

Review and Concur



Dave Millheim
City Manager

May 8, 2013

Farmington City
Planning Department
160 S. Main
Farmington, UT 84025

Re: Conditional Use Permit Agi's Raw Foods

Dear Planning Staff and Planning Commission:

We appreciate your consideration of the Conditional Use Application / Temporary Use of Agi's Raw Foods along the Legacy Trail at Red Barn Farms. Ever since the connection was made for the trail from the Frontrunner Train stop to Red Barn Lane, we have had a large inquiry from the public who use the trail if there is ever going to be a place for them to purchase healthy trail foods, snacks, drinks, etc. We were approached a couple of weeks ago by Carl Freeland, who operates a business out of Sugarhouse called Agi's Raw Foods. They are very interested in providing product for sale to the public on a seasonal basis here at the Red Barn Farms trail head. They provide organic, raw, healthy foods and snacks. Their product would be made and produced off site and transported to the location here at the Red Barn Farms trailhead.

They would offer product for sale out of the Parking Lot here at Red Barn Farms with a table / stand and with the following product being anticipated for sale:

- Green Smoothie's
- Abundance Living Organic Trail Mix Snacks – manufactured here in Roy, UT
- Organic Chocolate
- Strawberry & Ginger Lemonade
- Watermelon Juice
- Non-Dairy Ice Cream / Sorbet
- Kangen Water
- Popsicle's made from real fruit

Seasonal Operation: April – October, Hours from 6 am to 6 pm, 7 days a week

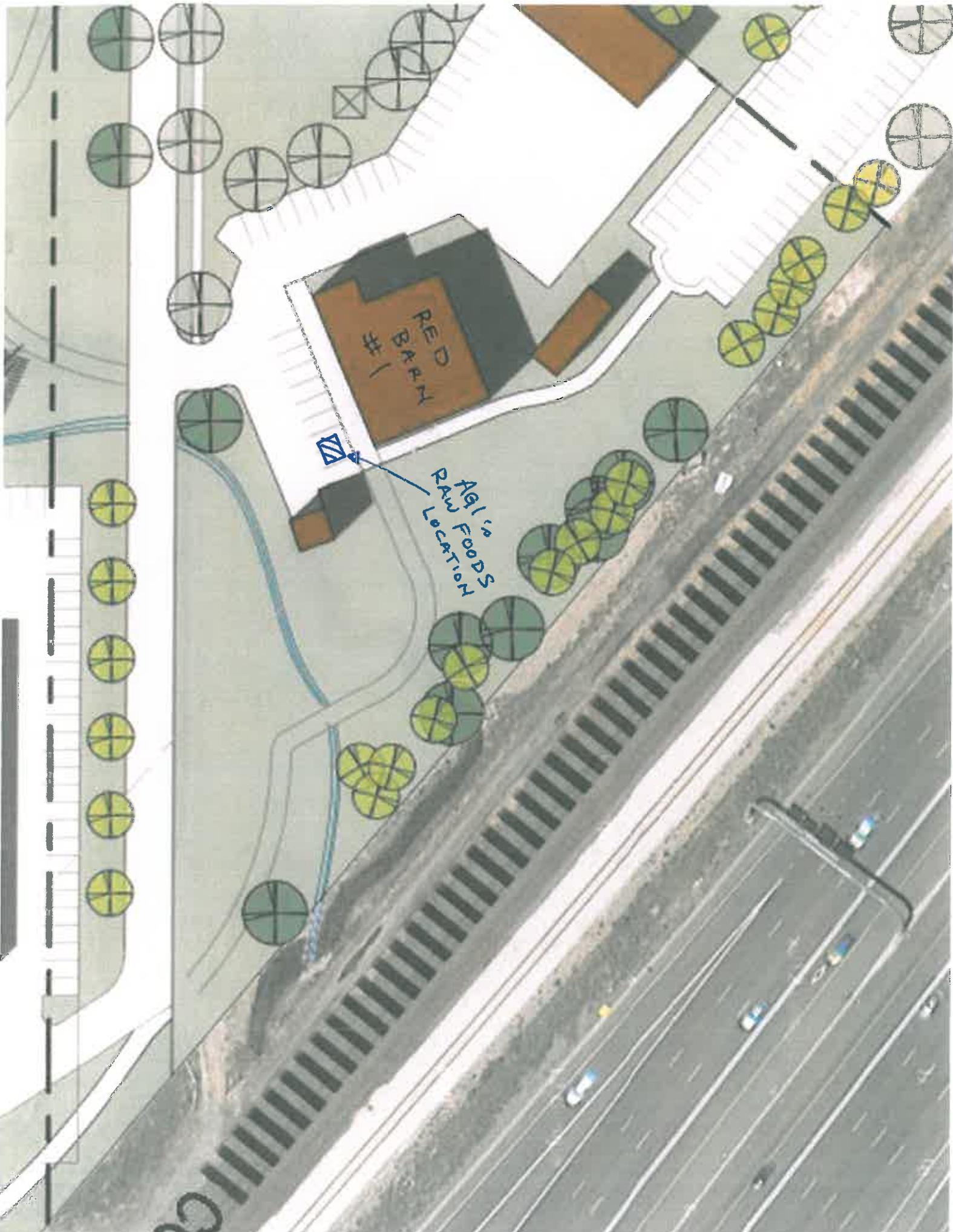
Employee's: Two (2) on-site Employee's at a time.

Customers will be bikers, joggers, walkers along the Legacy Trail – no anticipated parking needs. We know there is large interest from the general public for this type of service. We have found that this location is the ideal rest / turn around spot for the trail users and is the best location for this use. It offers a great way to educate the community on the effects of healthy eating and living and it fits in perfect with the theme and feel of Red Barn Farms and the surrounding uses. Thank you for your consideration.

Scott Harwood



The Haws Companies, President



AGI's
RAW FOODS
LOCATION

RED
BERRY
#1

11-28-090 Maximum Height Limitations Exceptions.

(a) No maximum height regulation as stated in this Ordinance, except for stated exceptions, shall apply to prevent the construction of penthouse or roof structures for the housing or elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building, and fire or parapet walls, skylight, towers, steeples, flagpoles, chimneys, smoke stacks, water tanks, wireless or televisions masts except as specified in Section 11-28-190, theater lofts, silos, or similar structures above the stated height limits, provided that no space above the height limit shall be allowed for the purpose of providing additional floor space nor shall it provide for human occupancy.

(b) Public and Quasi-public utility buildings authorized in a zone may be erected to a height not exceeding sixty (60) feet if the building is set back from each otherwise established setback line at least one (1) foot for each additional foot of building height above the normal height limit required for the zone in which the building is erected.

11-28-100 Minimum Height of Dwellings.

No dwelling shall be erected where more than ten percent (10%) of its main floor area is, or will be, below the finished surface grade. No basement houses shall be permitted.

11-28-110 Minimum Size of Dwellings.

All dwellings erected within the City shall have a minimum of eight hundred fifty (850) square feet of gross floor area unless approved by the Planning Commission as a conditional use.

11-28-120 Temporary Use of Land and Structures.

(a) Purpose. This section is intended to provide guidelines for the approval of uses which are truly temporary in nature, will not adversely impact the surrounding area and land uses, and which can be terminated and removed immediately. Temporary uses have no inherent rights within the zone in which they locate. Temporary uses are characterized by their short term or seasonal nature and by the fact that they do not involve the erection of any substantial structures or require any other permanent commitment of the land.

(b) Application and Fee.

- (1) Application for temporary use approval shall be made to the City Planner, on forms to be provided by the City, at least thirty (30) calendar days prior to the proposed event. The application for a temporary use permit shall be made by the owner of the affected property or the owner's duly authorized agent.
- (2) The application shall be accompanied by a non-refundable fee as established in the Consolidated Fee Schedule.
- (3) After approval of a temporary use permit the applicant shall also obtain a business license for the proposed use.
- (4) An approved temporary use permit shall be effective on the date of its approval. A temporary use permit shall lapse if not used within the dates approved and may be revoked by the City Planner effective immediately upon verbal or written notice for violation of the permit. Verbal notice shall be confirmed by written notice mailed within a reasonable time to the permit holder.

(c) Required Information and Plans. The application shall be accompanied by the following information and plans:

- (1) A concise statement describing the proposed event, including the purpose, type of merchandise involved, dates and times of operation, number of employees involved, provisions for on-site security, provisions for on-site parking, and other pertinent information necessary to adequately evaluate the application; and
- (2) A copy of a site plan drawn to a standard scale which is no greater than one inch equals twenty feet (1" = 20'), for the property which accurately represents existing conditions on the site, including entrances, exits, parking areas, driveways, and existing structures and which accurately shows the

location of any proposed temporary structures such as tents, stands, or signs.

- (d) Administrative Review Process.
 - (1) The following uses may be reviewed and approved by the City Planner:
 - (i) Christmas tree lots;
 - (ii) Construction trailers;
 - (iii) Fireworks stands;
 - (iv) Model home shows;
 - (v) Uses related to natural disasters;
 - (vi) Warehouse sales
 - (2) The City Planner shall review the application and related materials and shall determine whether or not the proposal is in compliance with the General Plan and all applicable codes, ordinances, and specific standards for temporary uses as set forth herein. The City Planner may request that the Police Chief and Fire Chief review and comment on applications where traffic control may be a significant issue. The City Planner may also evaluate the application according to the process and standards contained in Chapter 7 of this Title, and request review and comments from the County Board of Health and/or other Health related agencies.
 - (3) A written permit shall be issued to the applicant after a determination of compliance has been made. Specific conditions to assure compliance may be attached to the permit.
 - (4) An application may be denied if the City Planner determines that the proposal does not comply with the standards established herein and that the public health, safety, or welfare may be impaired by

issuance of a permit. Denial of the application shall be communicated to the applicant in writing and shall state the reasons for denial.

- (5) An appeal of any determination of the City Planner may be made to the Planning Commission. Such request shall be filed within ten (10) working days after a final determination by the City Planner. The request shall state the specific reasons why the determination should be reversed or modified.

(e) **Planning Commission Review.** The following temporary uses require submittal of a conditional use application which will be evaluated by the Planning Commission according to the process and standards contained in Chapter 8 of this Title:

- (1) Fairs, carnivals, rodeos, live entertainment, etc.;
- (2) Parking lot sales;
- (3) Promotional events;
- (4) Swap meets;
- (5) Temporary offices;
- (6) Temporary concrete and asphalt batch plants;
- (7) Other uses not specifically listed herein.

(f) **Definitions.**

- (1) **Arts and Crafts Shows** means the display and sale of painting, sculpture, hand crafts, and similar objects.
- (2) **Construction Trailer** means a trailer or other temporary structure excluding sales and marketing uses located on the site of a construction project which is used as a contractor's temporary office or for storage of construction equipment during the actual time that construction is underway.

- (3) Garage or Yard Sale means an occasional sale conducted by a property owner at his/her place of residence which offers obsolete personal possessions for sale but does not include items brought to the site for sale.
- (4) Parking Lot Sale means the sale of products outside, and removed from, a building which may be conducted by a permanent occupant of the site or by a transient merchant.
- (5) Promotional Events means and includes carnivals, craft shows, mechanical and animal rides, or the display and/or sale of merchandise or products that are not typically sold or serviced on the site.
- (6) Retail Warehouse Sale means the sale of products or merchandise to the general public by a business established on a site in a Manufacturing Zone which does not operate a retail outlet as a normal element of it's business operation.
- (7) Swap Meet means the retail sale or exchange of new, handcrafted, or second-hand items conducted by a sponsor for not more than forty-eight (48) hours and includes flea markets.
- (8) Temporary Carnivals and Fairs means the provision of games, eating and drinking facilities, live entertainment, animal exhibitions, or similar activities outdoors or in a tent or other temporary structure.
- (9) Temporary Sales Activities means the sale of products outside of, but in close proximity to, a building by a permanent occupant of a site and includes sidewalk sales, inventory reduction or liquidation sales, distressed merchandise sales, and similar sales.
- (10) Temporary Office means a model home within a development which serves as an office for the sale or lease of property in the development, or a

temporary structure located on the site of a development project which serves as a temporary business office while a permanent office is under construction on the site.

(g) General Standards. All temporary activities are subject to the following minimum standards.

- (1) The nature and intensity of the proposed use and the size and location of any temporary structures shall be planned so as to be compatible with existing development and uses in the area.
- (2) Permanent changes to the site are prohibited. When the temporary use ends, the applicant shall restore the site to its original condition, including such clean up, washing, and replacement of facilities as may be necessary, or, if applicable, shall complete site improvements according to the approved site development plan.
- (3) Tents, stands, trailers, mobile equipment, and other similar temporary structures may be utilized provided they are clearly identified on the submitted plan and it is determined by the City Planner that they will not impair the parking capacity, emergency access, or safe and efficient movement of pedestrian and vehicular traffic on or off the site.
- (4) Temporary buildings or structures shall conform to all area and setback requirements established for permanent buildings or structures for the zoning district in which the use is proposed. Temporary buildings or structures shall not be located in landscaped areas and shall be located to minimize adverse impacts of increased traffic on surrounding properties.
- (5) Temporary uses which do not include buildings or structures may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation, or emergency vehicle access.

- (6) Parking Standards:
- (i) Temporary parking areas are allowed only during construction on a site. They must be removed, and the land restored to its original condition, prior to issuance of a certificate of occupancy for the construction.
 - (ii) Adequate off-street parking for the proposed event shall be provided for the duration of the event. Determination of compliance with this requirement shall be made by the City Planner who shall consider the nature of the event and the applicable parking standards of this Title. Consideration shall be given to the parking needs and requirements of permanent occupants of the site.
 - (iii) Temporary uses shall not reduce required parking spaces below the minimum required for permanent uses on the site.
 - (iv) Parking areas for the proposed use shall be surfaced with asphalt, concrete, gravel or other surface acceptable to the City Planner.
- (7) Permanent signs are prohibited. The size and location of signs shall be in compliance with applicable provisions of the Sign Ordinance for the zone in which the use will be conducted. All signs shall be removed when the activity ends.
- (8) No loudspeakers or other amplifying sound devices shall be used in conjunction with a temporary use unless specifically approved by the City Planner.
- (9) Outdoor lighting, if used, shall be subdued. All lighting shall be designed, located, and directed so as to eliminate glare and minimize reflection of light into neighboring properties. Searchlights shall not be permitted.

- (10) Temporary uses on sites where the primary use is a conditional use shall not violate the conditions of approval for the primary use.
 - (11) The event or sale shall be clearly accessory to or promotive of the permitted or conditional use(s) approved for the site. Only merchandise which is normally sold or stocked by the occupant(s) of the site shall be sold and/or promoted.
 - (12) The applicant shall provide to the City Planner proof of liability insurance for the requested use if necessary. This proof shall be submitted with the application.
 - (13) These provisions shall not be construed to exempt the operator from complying with applicable Building Codes, Health Codes, or permit requirements established by other regulatory agencies or departments.
- (h) Uses, Specific Standards, and Time Limits.
- (1) Residential Zones. Temporary uses in single-family and multiple-family residential zones shall comply with the standards, and are limited to the uses, specified below:
 - (i) Hours of operation. The conduct of temporary uses in residential zones shall be limited to the hours between 8:00 a.m. and 8:00 p.m.
 - (ii) Temporary office in a trailer. A temporary office in a trailer or other portable structure for the sale or lease of property in a subdivision or planned unit development (PUD) is prohibited.
 - (iii) Temporary office in a model home. A temporary office for the sale or lease of property in a major subdivision or planned

unit development (PUD) may be used until the last lot or unit in the development is sold. If the office is located in the area of the home intended for a garage, any alterations made to accommodate the office shall be removed, and the space shall be converted to function as a garage upon termination of the temporary office.

- (iv) Construction trailers. A construction trailer incidental to a specific construction project may be located on the site of such project. The trailer may remain for the duration of the project and shall be removed within thirty (30) days after substantial completion of the project. Storage of construction and related material and debris shall not be permitted in the public right-of-way. Temporary offices housed within construction trailers wherein a business or service for others are transacted are prohibited. Examples of such uses are Accountant, Architect, Insurance Sales, Medical and Dental, Real Estate Sales, etc.
- (v) Fairs, carnivals, rodeos, live entertainment, and other major public gatherings. Fairs, carnivals, rodeos, live entertainment and other similar major fund-raising events or promotional events may be permitted for up to three (3) consecutive days at a site with an existing public or quasi-public use. Two such events may be permitted per calendar year.
- (vi) Model home shows. The viewing of model homes within a subdivision for a fee may be permitted for a period not to exceed two (2) weeks per calendar year.
- (vii) Natural disasters and emergencies. Temporary activities and structures needed as the result of a natural disaster or other

health and safety emergency are allowed for the duration of the emergency.

(2) **Commercial and Industrial Zones.** Temporary uses in commercial and industrial zones shall comply with standards and, are limited to the uses, specified below:

- (i) **Hours of Operation.** The hours of operation for temporary uses in commercial and industrial zones shall be established at the time the use is approved.
- (ii) **Christmas Tree Sales Lots.** A temporary use permit and business license shall be obtained for the display and open lot sale of Christmas trees except where such display and sale occurs within a permanent outdoor sales area which is incidental and accessory to an approved conditional or permitted use. Christmas tree sales may occur only between Thanksgiving and December 25. All unsold trees shall be removed from the property, and the property returned to its original condition, by December 31 of each calendar year. A cash bond may be required to insure performance of this requirement.
- (iii) **Construction trailers.** A construction trailer incidental to a specific construction project may be located on the site of such project. The trailer may remain for the duration of the project and shall be removed within thirty (30) days after substantial completion of the project.
- (iv) **Fairs, carnivals, and other major public gatherings.** Fairs, carnivals, and other similar major fund-raising or promotional events may be permitted up to five (5) consecutive days on a site in a commercial or industrial zone. Two such events may be permitted per calendar year.
- (v) **Fireworks Stands.** Retail sale of fireworks is permitted subject to provisions of the

Farmington City Business Regulations.
Duration of firework stands shall be specified and approved by the City Planner.

- (vi) Natural disasters and emergencies. Temporary activities and structures needed as the result of a natural disaster or other health and safety emergency are allowed for the duration of the emergency.
- (vii) Parking lot sales. Parking lot sales in zones where outdoor display is not otherwise allowed may be permitted for up to five (5) consecutive days at any one time.
- (viii) Promotional Events. Promotional events shall not exceed five (5) consecutive days per event, two (2) of which shall be a Saturday and Sunday. There shall be no more than two promotional events per calendar year per property.
- (ix) Seasonal Produce Stands Offering Produce and Plants Not Grown on the Premises. Stands selling produce and plants which are not grown on the premises may be permitted for up to five (5) consecutive months each year. This category includes "Farmers Markets".
- (x) Swap meets. Swap meets may be permitted for not more than three (3) consecutive days not more than four (4) times per year. If an applicant proposes such events more frequently, the swap meet shall be considered a permanent use which shall require conditional use approval prior to issuance of a business license.
- (xi) Temporary concrete and asphalt batch plants. Temporary concrete and asphalt batch plants may be allowed only as a conditional use requiring review and approval by the Planning Commission. Duration of such uses shall be approved by the Planning Commission.

- (xii) Temporary office. A temporary office for a business for which a permanent building is being constructed on a site may be approved and occupied until an occupancy permit is issued for the permanent building or for six (6) months, whichever comes first. The temporary office shall be located on the same site as the future permanent building but shall not be moved onto the site until a building permit is issued for the permanent building.
 - (xiii) Warehouse sales. In industrial zones, retail warehouse sales are allowed for up to five (5) days at any one time.
- (3) Time between activities. Except for construction trailers and temporary offices, the time between temporary activities shall be a minimum of five (5) times as long as the duration of the last event.

(i) Exempt uses. The following temporary uses are exempt from the provisions of this section:

- (1) Fund raising events of non-profit organizations which last not more than three (3) consecutive days including such things as bake sales or car washes but not including larger events such as outdoor carnivals, swap meets, or arts and crafts sales;
- (2) Temporary sales activities involving the display of new retail products on the site of the business which sells such products provided the display area is within ten (10) feet of the main building, does not exceed thirty (30) square feet and six (6) feet in height, and does not extend into a public right-of-way or occupy required parking spaces or landscaped areas;
- (3) Garage sales, yard sales, or boutiques that occur not more than four (4) times a year with each event lasting not more than seventy-two (72) hours.

- (4) Seasonal fruit and vegetable stands selling produce grown on the premises are permitted subject to compliance with other applicable provisions of this Title and the Sign Ordinance.
- (5) Community events which are sponsored and/or approved by the City;
- (6) Other exemptions as specifically approved in writing by the City Council.

11-28-130 Native Material Removal.

(a) The removal of native materials from any property in any zone may be permitted as a temporary use provided that the primary purpose of such removal is to improve the land, that an excavation permit shall be obtained from the Zoning Administrator after paying a fee, and that the following conditions be met. The provisions of this section do not refer to sand and gravel excavation operations. For sand and gravel excavations see Chapter 33 of this Ordinance:

- (1) Erosion control measures shall be taken on the site to minimize the increased solids loading in runoff from such areas. All erosion control measures shall be constructed as part of the first site improvements.
- (2) As all or portions of the operation are completed the site shall be revegetated with plant materials appropriate to maintaining soils stability and the visual quality of the area.
- (3) The operation shall be conducted in such a way as to eliminate any nuisance, (including noise, dust, hours of operation, etc.), to the residents of the area.
- (4) The grades of slopes left by the operations shall not exceed the normally accepted angle of repose.
- (5) There shall be no processing of materials on site.
- (6) A maximum length of operation may be imposed by the Zoning Administrator should it be deemed necessary.

CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

SUBJECT: City Manager Report

1. Building Activity Report for April
2. Police and Fire Monthly Activity Reports for April
3. Water Shutoff Notice

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

Month of April 2013	BUILDING ACTIVITY REPORT - JULY 2012 THRU JUNE 2013				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	14	14	\$3,621,000.00	155	155
DUPLEX					
MULTIPLE DWELLING	0	0	\$0.00	3	3
OTHER RESIDENTIAL	0	0	\$0.00	65	65
SUB-TOTAL	14	14	\$3,621,000.00	223	223
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	1		\$9,000.00	25	
CARPOR/GARAGE	2		\$15,900.00	6	
ADDITIONS/REMODELS	3		\$126,018.00	26	
SWIMMING POOLS/SPAS	0		\$0.00	3	
OTHER (waterheater,furnace,solar)	9		\$84,965.00	72	
SUB-TOTAL	15		\$235,883.00	132	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	0		\$0.00	9	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHERS (Temp Trailer)	0		\$0.00	7	
SUB-TOTAL	0		\$0.00	16	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	7		\$1,318,650.00	49	
OFFICE	0		\$0.00	4	
PUBLIC/INSTITUTIONAL	0		\$0.00	2	
CHURCHES					
OTHER					
SUB-TOTAL	7		\$1,318,650.00	55	
MISCELLANEOUS - NON-RESIDENTIAL *****					
Signs, Ftgs & Fnd/Awnings	4		\$2,655,000.00	25	
SUB-TOTAL	4		\$2,655,000.00	25	
TOTALS	40	14	\$7,830,533.00	451	223



Farmington City Police Department 2013 - Summary Cont.

Cases	Average	Total
	133.75	535

Reports	Officer	54.75	
	Crime	61.25	
	Accident	17.50	
	Supp	28.00	

Citations	Total	101.00	404
	Traffic	54.25	
	Parking	15.25	
	Other	31.50	

Activities	2152.50	8610
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Investigations	Working	32.25	
	# Reports	28.00	112



Farmington City Fire Department

Monthly Activity Report



April 2013



Emergency Services

Fire / Rescue Related Calls: 26
All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...

Ambulance Related Calls: 54 / Transported 26 (48%)
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...

Calls Missed / Unable to adequately staff: 3

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

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

Department Man-Hours (based on the following 28-day pay periods April 5th & April 19th 2013)

Part-Time Shift Staffing:	1334	Budgeted 1344	Variance -10
Part-Time Secretary:	50	Budgeted 80	Variance - 30
Part-Time Fire Marshal:	40	Budgeted 60	Variance - 20
Full-Time Captain:	160	Budgeted 160	Variance / Overtime + 0
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	81		
Emergency Callbacks:	266	FIRE 103 Hrs / EMS 163 Hrs	
Special Event Hours:	20		(YTD:) 129
Total Staffing Hours:	1,951		(YTD:) 7,960

Monthly Revenues & Grant Activity YTD

Ambulance:	Prev. Month	Calendar Year	FY 2013
Ambulance Services Billed (previous month):	\$ 23,093.14	\$138,526.85 YTD	\$331,842.89
Ambulance Billing Collected (previous month):	\$ 20,543.53	\$77,610.23 YTD	\$198,411.89
<i>Variations:</i>	<i>-\$2,549.61</i>	<i>-\$60,916.62 YTD</i>	<i>-\$133,431.00</i>

Grants / Assistance / Donations:

Grants Applied For:	Wildland Assistance & UFRA	\$ 15,000	\$21,570 YTD
Grants Received:	UFRA WL Cert Instruction	\$ 3,000	\$114,010 YTD

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

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2– Wildland FF Cert Training	27	Avg. Wednesday Night Drill Attendance
Drill #3– EMS – Davis No. Emergency Training	27	by FFD Personnel This Month: 12
Drill #4– Lagoon In-Service Training	27	
Other:		
Trauma Conference – Logan / 1 Day 7.0 CME x 5	35	
Total Training / Actual Attended Man-Hours:	118	4,781 YTD

<u>Fire Prevention & Inspection Activities</u>	QTY	
Business Inspections:	12	
Fire Plan Reviews & Related:	8	
Station Tours & Public Ed Sessions:	12	

<u>Health, Wellness & Safety Activities</u>	QTY	
Reportable Injuries:	1	1 YTD
Physical Fitness / Gym Membership Participation %	38%	
Chaplaincy Events:	3	

<u>FFD Committees & Other Internal Group Status</u>		
Process Improvement Program (PIP) Submittals:	2	3 YTD

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

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

Additional Narrative:

April call volumes came in higher than March. Delivery of services (response times) remained close to the same - EMS calls 4.4 minute avg. and FIRE calls 8.8 minute avg. Three calls (4%) resulted in either short-staffing or no-staffing of apparatus, primarily during day time hours and weekends. FFD filled the majority of shift hours for staffing (only 52 Hrs. short YTD). Ambulance transport percentages came in slightly lower (48% transports on all medical incidents). Collections of revenues continue with little predictability due to collection & mandated billing variables. April training focused on Wildland certification training – UFRA grant, EMS- Trauma and Airway Management, Lagoon pre-season operations training, Trauma conference in Logan x 5 personnel. FFD is pursuing an additional \$6,000 dollars towards three (3) UFFS Radios as part of a third-round award process with the State Lands. FFD is also pursuing a potential \$55,000 Fuel Reduction & Mitigation grant that would be applied to removing fuel loads on within our urban interface areas to include removing fuels on either side of the canyon access. FFD has conducted multiple life safety inspections throughout Lagoon without incident while picking up the pace of business inspections throughout the city. FFD is preparing its wildland apparatus for what is being predicted as a very busy fire season. FFD completed the Captain testing process for an additional F/T Captain and is scheduled to start May 6th, 2013 for two weeks of in-service training. This brings us one step closer to supporting three-shifts with one full-time person, thus allowing us to respond to fire related calls within 120 seconds – achieve 4 minute response times! FFD participated in CERT MCI & communications training with great success at the city shops. We are blessed to have so many active CERT members within our community.

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

Cell (801) 643-4142 or email gsmith@farmington.utah.gov

Respectfully,

Guido Smith
Fire Chief



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

CERTIFIED MAIL

May 21, 2013

Dear Resident

URGENT FINAL NOTICE

The Water Department is upgrading and/or repairing the water meters throughout the City. We have made several attempts to contact you but have had no response. This upgrade will include a radio transmitter to make reading the meters more efficient. Meters that have a radio transmitter are read monthly which can help detect a leak sooner. This is the meter inside your home. We need your help in making the meter accessible to our employees. This appointment will take approximately 15 to 30 minutes. There is no cost to you as the homeowner. This is your **final** notice. If arrangements are not made by _____, 2013 the City will **terminate** your culinary water service until the meter is upgraded. If we have to turn your water off you will be charged \$25.00 to reconnect your service. **We do not want this to take place.** We want to replace your meter to prevent any long term disruption of service. Please call us at 801-939-9281 to set up an appointment.

If for some reason you do not want City employees inside your house to upgrade your meter you have the option of having an outside meter installed at a cost to you of \$300.00 and could include a payment of \$25.00 a month attached to your water bill. If you select this option arrangements must be made by _____, 2013.

If we do not hear from you within 30 days of receipt of this notice the City will install an outside meter at your expense.

Larry Famuliner
Water Superintendent

CITY COUNCIL AGENDA

For Council Meeting:
May 21, 2013

SUBJECT: Mayor Harbertson & City Council Reports

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