

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 form based code regarding public space standards 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, July 16, 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

PUBLIC HEARINGS:

7:05 Zone Change for Chestnut Farms PUD Subdivision Phase 3

7:15 Schematic Plan & Preliminary PUD Master Plan for Chestnut Farms PUD Subdivision Phase 3

7:25 Harv Jeppsen Minor Subdivision - Schematic Plan

PRESENTATION OF PETITIONS AND REQUESTS:

7:30 Presentation of Citizen Awards

SUMMARY ACTION:

7:40 Minute Motion Approving Summary Action List

1. Amend Resolution Setting Property Tax Rates for FY2014 Budget
2. Historic Landmark Designation
3. Maverik Improvements Agreement
4. Award of Bid for Street Overlay Project
5. Plat Amendment of Hidden Meadows Phase 3 Subdivision

GOVERNING BODY REPORTS:

7:45 City Manager Report

1. Police Monthly Activity Report for June

7:50 Mayor Harbertson & City Council Reports

1. FABL Contract – Revisit Deposit Question

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for potential litigation.

DATED this 8th day of July, 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:
July 16, 2013

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

It is requested that Council Member Jim Talbot give the invocation/opening comments to the meeting and it is requested that City Manager Dave Millheim lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
July 16, 2013

PUBLIC HEARING: Zone Change for Chestnut Farms PUD Subdivision Phase 3

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the attached Zone Change from A (Agricultural) to AE (PUD) (Agricultural Estates (Planned Unit Development)) on approximately 7.8 acres of property associated with the Chestnut Farms PUD Subdivision Phase 3, located at approximately 300 South 1400 West, subject to the same findings established previously by the Planning Commission on June 27, 2013 as set forth in the attached supplemental information.

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. RYIZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: July 16, 2013

SUBJECT: APPROVAL OF A ZONE CHANGE FOR CHESTNUT FARMS PUD
SUBDIVISION PHASE 3

RECOMMENDATION

1. Hold the public hearing.
2. Approve the attached Zone Change from A (Agricultural) to AE (PUD) (Agricultural Estates (Planned Unit Development)) on approximately 7.8 acres of property associated with the Chestnut Farms PUD Subdivision Phase 3, located at approximately 300 South 1400 West, subject to the same findings established previously by the Planning Commission on June 27, 2013 as set forth in the attached supplemental information.

BACKGROUND

The request for rezone is in conjunction with the Subdivision application for the Chestnut Farms PUD Phase 3 Subdivision. This is for the approximately 7.8 acres of property located at approximately 300 South 1400 West. The current zoning is A (Agricultural) and the request is for AE (PUD) (Agricultural Estates (Planned Unit Development)). The master plan for the area is AE; because they are requesting a PUD subdivision, the area must also be rezoned as a PUD. No PUD subdivision approvals may be approved within this area unless the zoning is in place. Symphony Homes has chosen to rezone their property on a phase by phase basis and therefore only asks that Phase 3 be rezoned at this time. Two valid reasons that staff recommends this for approval are that 1) Symphony Homes was granted the same zone change when they came in for Phases 1 & 2 approvals of the same subdivision and 2) the City's policy since 1993 has been that any land east of the 4218 line will be zoned AE.

Respectfully Submitted

Christy J. Alexander
Associate City Planner

Review & Concur

Dave Millheim
City Manager



Planning Commission Staff Report June 27, 2013

Item 7: Zone Change for the Symphony Homes property

Public Hearing:	Yes
Application No.:	Z-3-13
Property Address:	Approximately 300 South 1400 West
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	A (Agricultural)
Area:	7.8 Acres
Number of Lots:	14
Property Owner:	RM & BR Holdings, LLC/Symphony Development Corp.
Agent:	John Wheatley

Request: *Applicant is requesting a recommendation for approval of a requested zone change from A (Agricultural) to AE (Agricultural Estates) for the Symphony Homes property.*

Background Information

The request for rezone is in conjunction with the Subdivision application for the Chestnut Farms Phase 3 PUD Subdivision. This is for the approximately 7.8 acres of property located at approximately 300 South 1400 West. The current zoning is A (Agricultural) and the request is for AE (Agricultural Estates). Mr. Wheatley would like to rezone this property so that it may be subdivided into smaller lot sizes for his PUD development. As it sits today the property would only be able to contain 5 acre lots but with an AE zone he could develop 1 acre lots or smaller depending on how much open space he provides if doing a PUD. Staff recommends that the Planning Commission run this rezone concurrent with the subdivision application. The Commission and City Council have made a practice of not rezoning property without a subdivision application, as such it would be wise to make the same motion on the rezone as you deem appropriate for the subdivision application.

Suggested Motion

Move that the Planning Commission recommends that the City Council approve the requested zone change from A (Agricultural) to AE (Agricultural Estates) on approximately 7.8 acres of property located at approximately 300 South 1400 West.

Findings for Approval:

1. The requested zone change is consistent with the General Plan for the area.
2. The requested zone change is associated with the requested subdivision application for Chestnut Farms Phase 3 PUD Subdivision. The schematic plan as submitted was consistent with the requested zone.
3. Staff feels that granting this zone change would allow proportionate sized single family homes on all of the property consistent with previously phases of the development.
4. It has been common practice that all Agricultural land east of the 4218 line will be rezoned to AE.

Supplemental Information

1. Existing Zoning Map

Applicable Ordinances

1. Title 11, Chapter 10 – Agricultural Zones

CITY COUNCIL AGENDA

For Council Meeting:
July 16, 2013

PUBLIC HEARING: Schematic Plan & Preliminary PUD Master Plan for Chestnut Farms PUD Subdivision Phase 3

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the attached Schematic Plan & Preliminary PUD Master Plan for Chestnut Farms Phase 3 PUD Subdivision (14 lots), located at approximately 300 South 1400 West, subject to the same conditions and findings established previously by the Planning Commission on June 27, 2013 as set forth in the attached supplemental information.

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
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JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: JULY 16, 2013

SUBJECT: APPROVAL OF A SCHEMATIC PLAN & PRELIMINARY PUD MASTER PLAN FOR CHESTNUT FARMS PUD SUBDIVISION PHASE 3

RECOMMENDATION

1. Hold the public hearing.
2. Approve the attached Schematic Plan & Preliminary PUD Master Plan for Chestnut Farms Phase 3 PUD Subdivision (14 lots), located at approximately 300 South 1400 West, subject to the same conditions and findings established previously by the Planning Commission on June 27, 2013 as set forth in the attached supplemental information.

BACKGROUND

The applicant, Symphony Homes, is requesting Schematic Plan approval for a major subdivision on property located at approximately 300 South 1400 West. The proposed schematic plan contains a total of 14 lots on 7.8 acres of property located in the A zone (soon to be rezoned AE zone). Symphony Homes is proposing to develop Phase 3 of their subdivision adjacent to the Chestnut Farms Phase 2 Subdivision that is already being built. Since the number of lots exceeds 10, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat. Staff has approved the yield plan. The Planning Commission voted on June 27, 2013 to recommend that the City Council approve the Schematic Plan & Preliminary PUD Master Plan, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

At the last two public hearings held last year for Phase 2, several residents along 475 South commented that they have had drainage problems and also did not want to see their road extended when Phase 3 develops. The new master plan does not show the road being extended, nor will Phase 3 be affected by that at this time. Symphony homes installed a drainage pipe during Phase 2 so that the water coming off of their property would no longer drain onto the residents' backyards along 475 South. Staff finds no issues with Phase 3 of this development as it is such a small number of lots and the issues from last year seem to be mitigated.

Respectfully Submitted



Christy J. Alexander
Associate City Planner

Review & Concur



Dave Millheim
City Manager



Planning Commission Staff Report June 27, 2013

Item 4: Schematic Plan & Preliminary PUD Master Plan for the Chestnut Farms PUD Subdivision Phase 3

Public Hearing:	Yes
Application No.:	S-7-13
Property Address:	Approximately 300 South 1400 West
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	A (Agriculture)
Area:	7.8 Acres
Number of Lots:	14
Property Owner:	RM & BR Holdings, LLC/Symphony Development Corp.
Agent:	Symphony Homes, LLC/John Wheatley

Request: Applicant is requesting a recommendation for approval of a Schematic Plan & Preliminary PUD Master Plan for the Chestnut Farms PUD Subdivision Phase 3.

Background Information

The applicant, Symphony Homes, is requesting a recommendation for schematic plan approval for a major 14-lot PUD subdivision on property located at approximately 300 South 1400 West. The proposed schematic plan is Phase 3 and contains a total of 14 lots on 7.8 acres of property. The underlying zone for this property is an A zone which is being recommended to be rezoned to AE (PUD). Symphony Homes is proposing to continue with a PUD subdivision adjacent to their existing Chestnut Farms PUD Subdivision Phases 1 & 2. Since the number of lots exceeds 10 and it is a PUD, the approval process consists of a Schematic Plan, Preliminary Plat and Final Plat as well as a Preliminary PUD Master Plan and a Final PUD Master Plan. The Planning Commission provides a recommendation to the City Council regarding the Schematic Plan and Preliminary PUD Master Plan.

The only issue found at schematic plan level is that the applicant simply has a letter of intent to provide secondary shares from Weber Basin Water but must provide actual documentation of secondary water shares prior to Final Plat approval.

At the last public hearings for Phase 2 last year several residents along 475 South commented that they did not want to see their road extended when Phase 3 occurs. This will not be an issue for Phase 3 as Symphony Homes is developing in much smaller phases. This item of concern may come up again in the future but the developer is not showing any road connection through to their property in their current master plan. Staff does not feel this needs to be argued at this time if there are opposing

views to the master plan. That will be handled at the appropriate time as the Phase adjacent to the cul-de-sac is submitted.

Suggested Motion:

Move that the Planning Commission recommend that the City Council approve the Schematic Plan and Preliminary PUD Master Plan for the Chestnut Farms Phase 3 P.U.D. Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the Schematic Plan prior to Preliminary Plat approval;
2. The applicant must show documentation of secondary water shares prior to Final Plat approval;
3. Applicant must receive approvals of the Preliminary Plat from the Planning Commission and Final Plat from the City Council to record the proposed subdivision.

Findings for Approval:

1. The proposed schematic subdivision is in substantial compliance with all subdivision and zoning requirements for a schematic subdivision approval including;
 - a. A completed application;
 - b. Minimum lot sizes as set forth in the AE (PUD) zone;
 - c. Description and preliminary layout of utilities and other services required;
2. The proposed subdivision is desirable in that the platting of the property in this area will provide a cleaner description and record of the properties and residences in the subject area.
3. The proposed Schematic Plan submittal is consistent with all necessary requirements for a Schematic Plan as found in Chapter 3 of the City's Subdivision Ordinance.

Supplemental Information

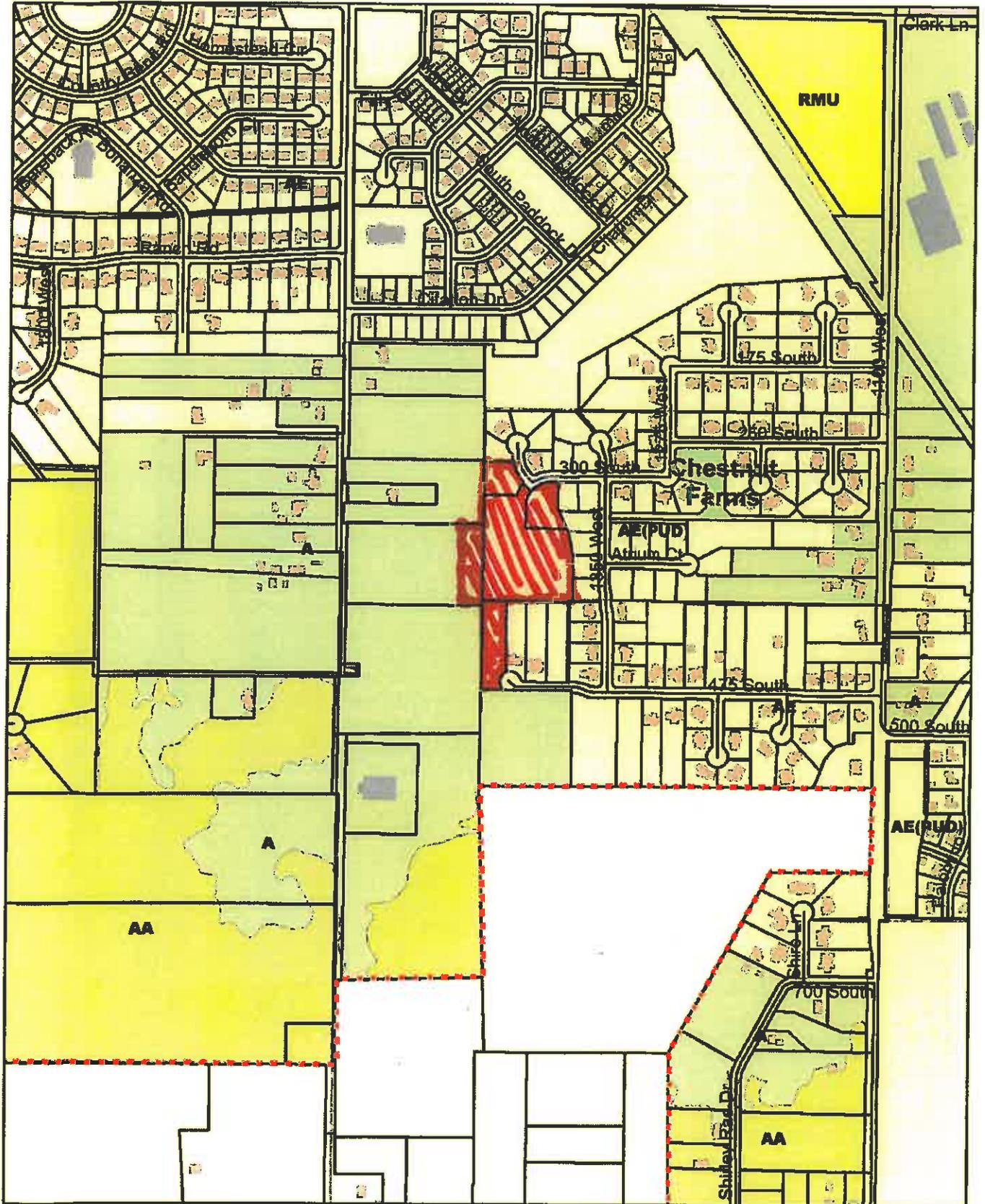
1. Vicinity Map
2. Chestnut Farms Phase 3 Schematic Plan
3. PUD Master Plan

Applicable Ordinances

1. Title 12, Chapter 3 – Schematic Plan
2. Title 12, Chapter 6 – Major Subdivisions
3. Title 12, Chapter 7 – General Requirements for All Subdivisions
4. Title 11, Chapter 10 – Agricultural Zones
5. Title 11, Chapter 27 – Planned Unit Developments

CHESTNUT FARMS PH.3

Farmington City

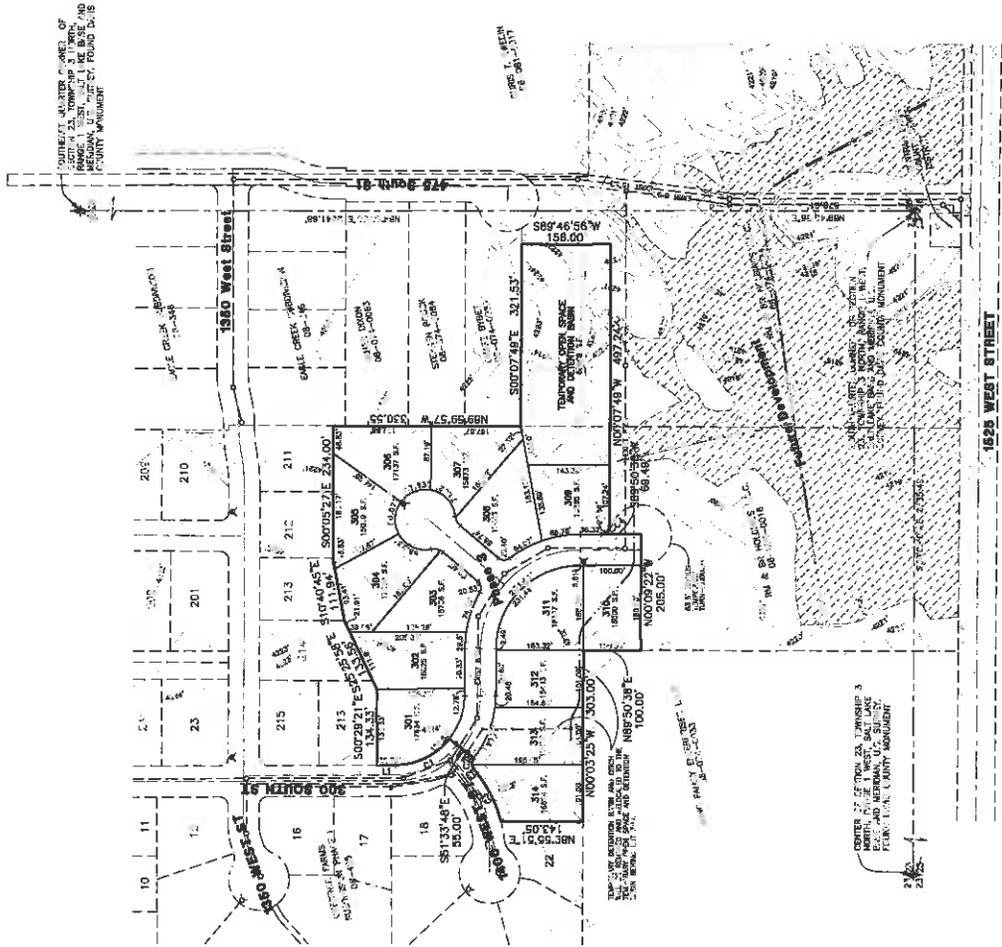


Chestnut Farms P.U.D. Subdivision Phases 3

Farmington City, Davis County, Utah



Vicinity Map



LEGEND

- ◆ SECTION CENTER
- ▲ EXISTING FIRE HYDRANT
- ▲ EXISTING FIRE PLANT
- ▲ EXISTING FIRE PLANT
- BOUNDARY LINE
- PAVED LINE
- PAVED DRIVEWAY
- AUTOMATIC PRECIPITATION
- SECTION TIE LINE
- WELL LINE

NOTES:
 1. EXISTING AND PROPOSED LOTS ARE SHOWN TO THE WEST OF THE 200 SOUTH STREET AND TO THE EAST OF THE 300 SOUTH STREET. THE 200 SOUTH STREET AND 300 SOUTH STREET ARE SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET. THE 200 SOUTH STREET AND 300 SOUTH STREET ARE SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET.

- NOTES:**
1. ALL LOTS AND IMPROVEMENTS ARE SUBJECT TO THE WEST OF THE 200 SOUTH STREET AND TO THE EAST OF THE 300 SOUTH STREET. THE 200 SOUTH STREET AND 300 SOUTH STREET ARE SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET. THE 200 SOUTH STREET AND 300 SOUTH STREET ARE SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET.
 2. THERE IS A 10' WIDE STRIP OF OPEN SPACE TO THE WEST OF THE 200 SOUTH STREET AND TO THE EAST OF THE 300 SOUTH STREET. THE 10' WIDE STRIP OF OPEN SPACE TO THE WEST OF THE 200 SOUTH STREET AND TO THE EAST OF THE 300 SOUTH STREET IS SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET.
 3. THE PROJECT IS NOT SUBJECT TO THE WEST OF THE 200 SOUTH STREET AND TO THE EAST OF THE 300 SOUTH STREET. THE 200 SOUTH STREET AND 300 SOUTH STREET ARE SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET.
 4. EXISTING IMPROVEMENTS ARE SHOWN TO THE WEST OF THE 200 SOUTH STREET AND TO THE EAST OF THE 300 SOUTH STREET. THE 200 SOUTH STREET AND 300 SOUTH STREET ARE SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET.
 5. THE PROJECT IS NOT SUBJECT TO THE WEST OF THE 200 SOUTH STREET AND TO THE EAST OF THE 300 SOUTH STREET. THE 200 SOUTH STREET AND 300 SOUTH STREET ARE SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET.
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 7. THE PROJECT IS NOT SUBJECT TO THE WEST OF THE 200 SOUTH STREET AND TO THE EAST OF THE 300 SOUTH STREET. THE 200 SOUTH STREET AND 300 SOUTH STREET ARE SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET.

DESIGN DATA

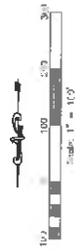
TOTAL AREA: 240 ACRES
 RIGHT-OF-WAY: 100 FT
 TOTAL LOT SIZE: 16,250 S.F.

LINE TABLE

LINE	DESCRIPTION	DATE	BY
1	1580 WEST STREET	12/15/10	REVEE
2	1625 WEST STREET	12/15/10	REVEE
3	300 SOUTH STREET	12/15/10	REVEE
4	300 WEST STREET	12/15/10	REVEE

CURVE TABLE

LINE	START POINT	END POINT	LENGTH	CHORD BEARING	CHORD DISTANCE	PI	PC	PT	PR	PT	PT	PT
1	1580 WEST STREET	1625 WEST STREET	100.00	S89.28°W	100.00	180.00	1580.00	1625.00	1580.00	1625.00	1580.00	1625.00
2	1625 WEST STREET	300 SOUTH STREET	100.00	S89.28°W	100.00	180.00	1625.00	1725.00	1625.00	1725.00	1625.00	1725.00
3	300 SOUTH STREET	300 WEST STREET	100.00	S89.28°W	100.00	180.00	1725.00	1825.00	1725.00	1825.00	1725.00	1825.00
4	300 WEST STREET	1580 WEST STREET	100.00	S89.28°W	100.00	180.00	1825.00	1925.00	1825.00	1925.00	1825.00	1925.00



Developer:
 Symphony Homes
 526 N. 400 W.
 North Salt Lake City, UT 84054
 (801) 286-8855

Chestnut Farms Phase 3

Farmington City, Davis County, Utah

**Chestnut Farms P.U.D.
 Phase 3
 Schematic Plan**

Reeve & Associates, Inc.

Revised: June 10, 2013

1

NOTES:
 1. EXISTING AND PROPOSED LOTS ARE SHOWN TO THE WEST OF THE 200 SOUTH STREET AND TO THE EAST OF THE 300 SOUTH STREET. THE 200 SOUTH STREET AND 300 SOUTH STREET ARE SHOWN TO THE WEST AND EAST OF THE 200 SOUTH STREET AND 300 SOUTH STREET.

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED, RE-DRAWN, OR USED BY ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY REFERRED TO HEREIN WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL BE REPRODUCED OR USED BY ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY REFERRED TO HEREIN WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL BE REPRODUCED OR USED BY ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY REFERRED TO HEREIN WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC.

Chestnut Farms P.U.D. Subdivision Phases 3, 4 & 5

Farmington City, Davis County, Utah



Vicinity Map

- LEGEND**
- ◆ SECTION CORNER
 - 5' & 10' ELEVATION AND PLUMBING CIP
 - TRAPPED WELLS & FOUNTAINS
 - EXISTING P.U.D. BOUNDARY
 - PHYSICAL TREE INDICATOR
 - BOUNDARY LINE
 - CONCRETE CURB
 - R.O.D. CENTERLINE
 - OFF-RAMP: RAMPWAY
 - SECTION TO THE LEFT
 - IMPACTED WETLAND*
 - ON-SITE IMPROVED WETLANDS

NOTICE: 1. UNDER EXISTING SECTION 2. UNDER EXISTING SECTION 3. WEST SIDE LAKE B SITE AND LAKE B SITE FOUND DURING CONSTRUCTION

Design Criteria

Phase 1.....2.52 ac. (Open Space 2.59 ac.)
 Phase 2.....1.14 ac. (Open Space 1.15 ac.)
 Phase 3.....38.51 ac. (Open Space 38.51 ac.)
 Full Development Area.....73.97 ac. (Open Space 73.97 ac.)

Wetlands Calculations

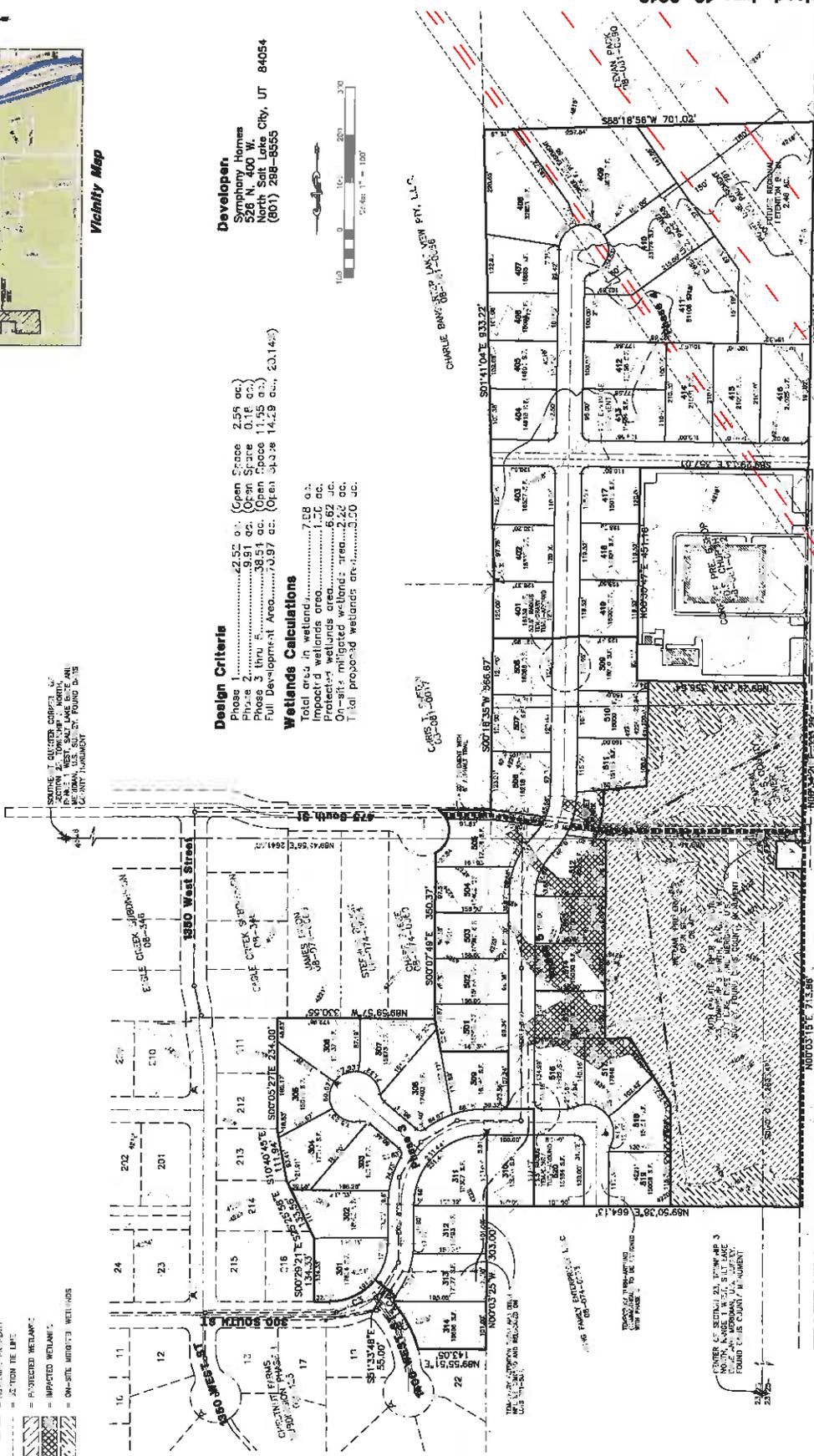
Total area in wetland.....7.28 ac.
 Impacted wetlands area.....1.50 ac.
 Protected wetlands area.....5.82 ac.
 On-site improved wetlands area.....2.50 ac.
 Total proposed wetlands area.....3.50 ac.

Developer

Symphony Homes
 528 N. 400 W.
 North Salt Lake City, UT 84054
 (801) 298-8855



CHARLIE BANK, 88-11-20-58
 CARP, 14-20-17



Chestnut Farms Phase 3-5

Farmington City, Davis County, Utah



REVISIONS	DATE

**Chestnut Farms P.U.D.
 Phase 3, 4 & 5
 Master Plan**

Prepared by:
 REEVE & ASSOCIATES, INC.
 1000 S. 1000 E., SUITE 100
 FARMINGTON, UT 84202
 (801) 734-1100

Project Info:
 Project Name: Chestnut Farms
 Client: Symphony Homes
 Design: [Blank]
 Date: [Blank]
 No.: CHESTNUT FARMS SUBDIVISION
 Number: 188-51

1
 1

Revised: June 10, 2013

NOTES:
 CONTOURS ARE SHOWN WITH A TWO FOOT INTERVAL.
 THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT PERMISSION. THE ENGINEER AND ARCHITECT ASSUME NO RESPONSIBILITY FOR ANY CHANGES OR MISINTERPRETATIONS MADE TO THESE PLANS OR THE LEGAL INTERESTS THEREOF.

CITY COUNCIL AGENDA

For Council Meeting:
July 16, 2013

PUBLIC HEARING: Harv Jeppsen Minor Subdivision - Schematic Plan

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the recommendation and findings established by the Planning Commission on June 27, 2013, and set forth in the letter to Harv Jeppsen dated July 5, 2013.

GENERAL INFORMATION:

See enclosed 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

SCOTT C. HARBERTSON
MAYOR

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JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 5, 2013

SUBJECT: **HARV JEPPESEN MINOR SUBDIVISION–SCHEMATIC PLAN APPROVAL**

RECOMMENDATION

Hold public hearing and approve the recommendation and findings established by the Planning Commission on June 27, 2013, and set forth in the letter to Harv Jeppsen dated July 5, 2013.

BACKGROUND

Harv Jeppsen owns three un-platted parcels bounded by Main Street on the west, Leonard Lane on the north (a private street), the old Bamburger r.o.w. on the east (which Mr. Jeppsen also owns), and more un-platted property to the south. Existing single-family dwellings occupy two of the three parcels. The minimum lot size for conventional subdivisions in the R zone is 16,000 sf. The applicant demonstrated that the property can yield 5 such lots, nevertheless, due to the position of the existing homes, Mr. Jeppsen elected to pursue a conservation subdivision enabling him to obtain the five lot total.

In order to obtain this lot size, the ordinance requires that he set aside 10% of the land as open space. However, 10% of 1.351 acres results in a small area (only 5,885 sf) with very little utility. It is recommended that the applicant pursue a waiver and provide comparable compensation as determined by the City Council for lost open space. If the Council decides that a waiver is appropriate, the City Manager can meet with the applicant to decide a fair amount to present for your consideration at final plat approval.

Main Street is a fully improved r.o.w. (ie. curb, gutter, sidewalk, etc.). Leonard Lane is a private street not fully improved, and regarding streets such as this, one can never discount the possibility of property owners dedicating it in the future as a public r.o.w. In the event this occurs, an extension agreement now could help off-set improvement cost in the future, if Leonard Lane goes public (if ever).

The applicant is proposing a flag lot because although there is approximately 125 feet separating the two homes, it is not quite enough to accommodate two conventional lots. Enclosed is Section 12-7-030(10) of the Subdivision ordinance regarding flag lots.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

July 5, 2013

Harv Jeppsen
727 Leonard Lane
Farmington, Utah 84025

Dear Harv:

The Farmington Planning Commission voted on June 27, 2013, to recommend to the City Council **schematic plan approval** of your application #S-9-13 for the Jeppsen Minor Subdivision on property located at 1530 North Main.

The motion for approval was subject to all applicable Farmington City development standards and ordinances and the following:

1. Obtain a waiver from the City Council. Comparable compensation shall be determined by the Council.
2. The applicant shall enter into an extension agreement for property abutting Leonard Lane in the event this r.o.w. ever becomes public.
3. Meet the requirements of each reviewing entity of the City's DRC (Development Review Committee) related to the schematic plans.
4. All requirements related to flag lots must be met, included but not limited to standards required by the Fire Department.
5. The home on the flag lot must face south.

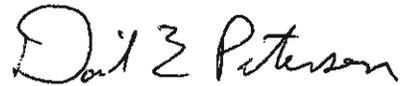
The Planning Commission also established the following findings in support of their motion:

1. Lot dimensions comply with the standards set forth in the Zoning and Subdivision ordinances.
2. All lots front an existing fully improved public r.o.w. (Main Street).
3. The City will receive comparable compensation for lost open space, which enables the creation of the smaller lot size.

You will be notified of the date and time your application will appear on the City Council agenda.

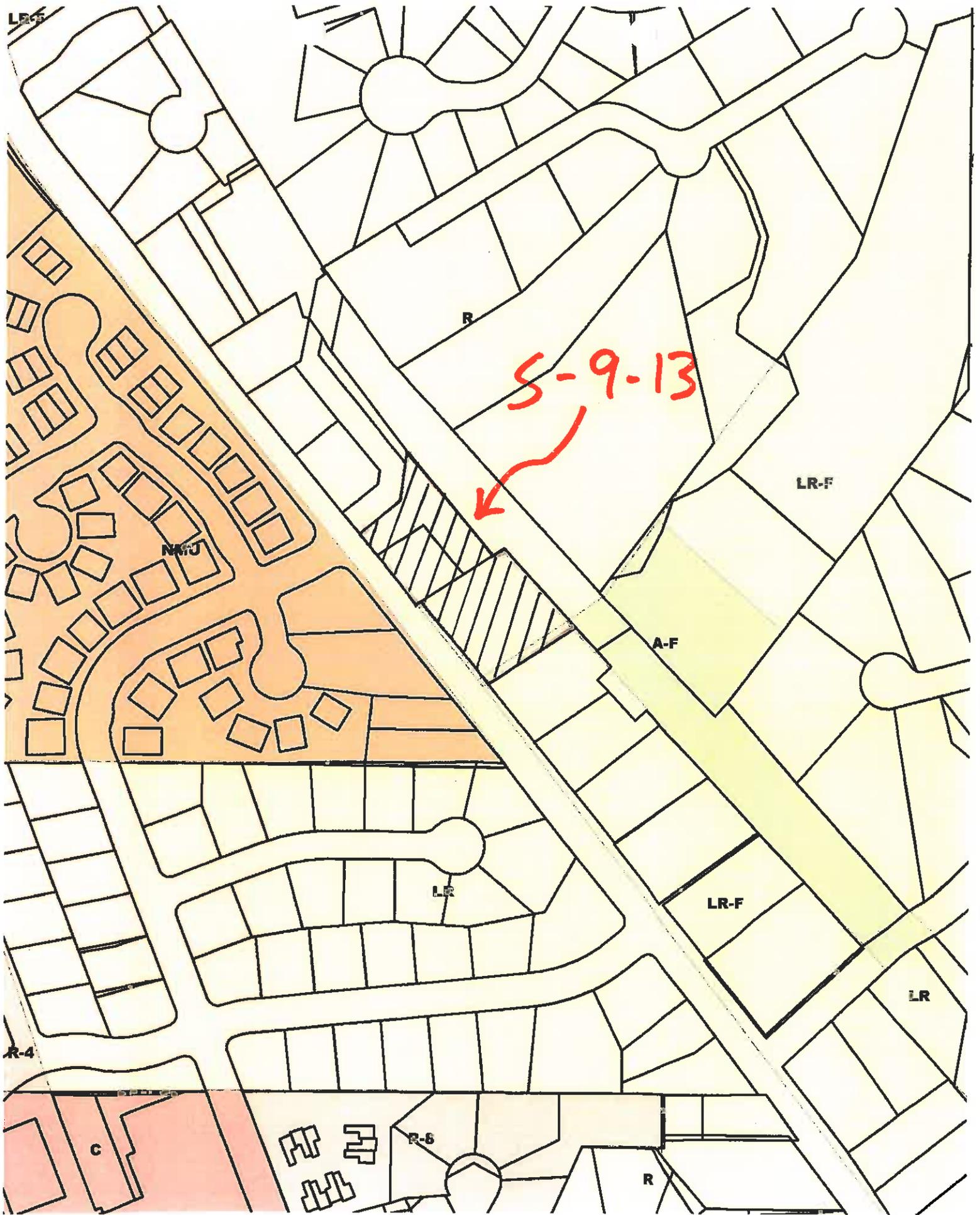
If you should have any comments or questions, please feel free to contact me at dpetersen@farmington.utah.gov, or at 801-939-9211.

Sincerely,

A handwritten signature in black ink that reads "David E. Petersen". The signature is written in a cursive style with a large, looped "D" at the beginning.

David E. Petersen, AICP
City Planner/Zoning Administrator

cc: Dave Millheim, City Manager



LR-F

R

S-9-13

LR-F

NWJ

A-F

LR

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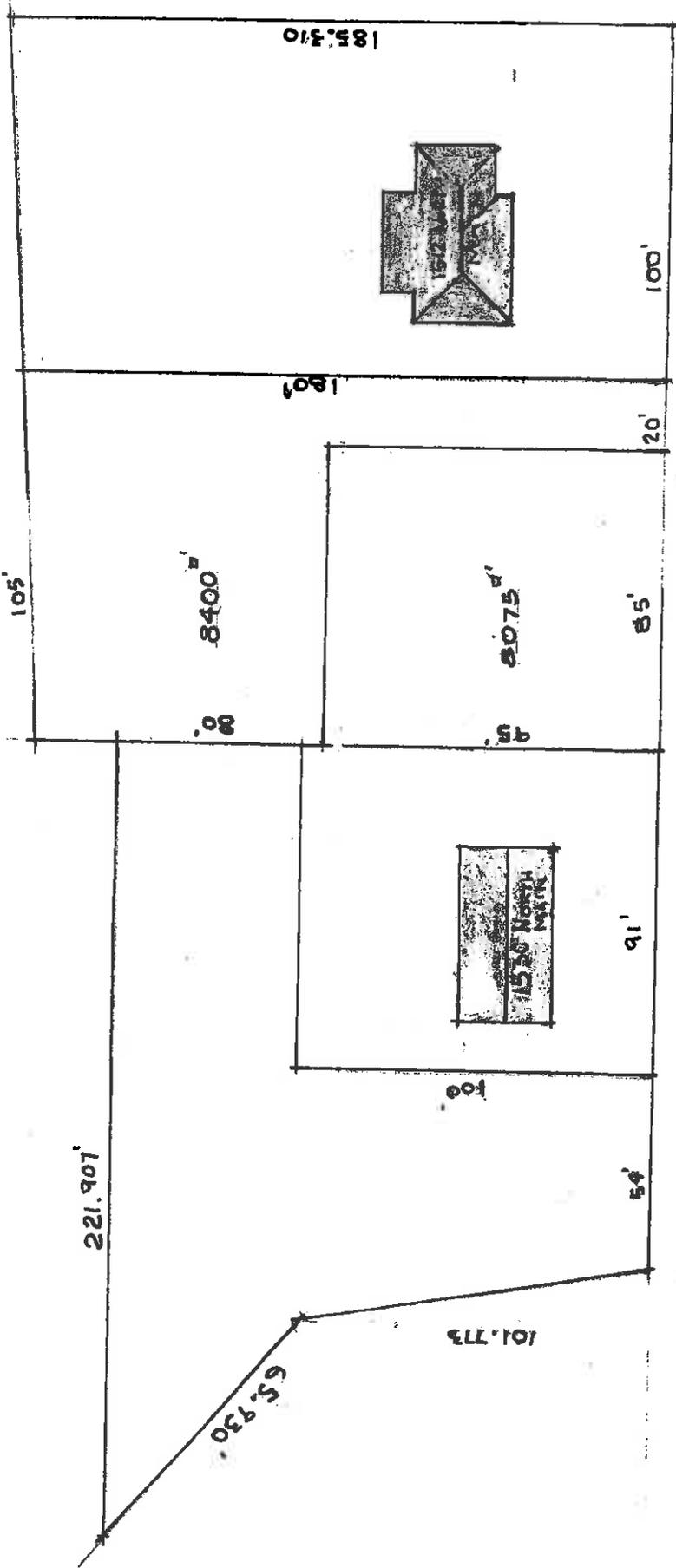
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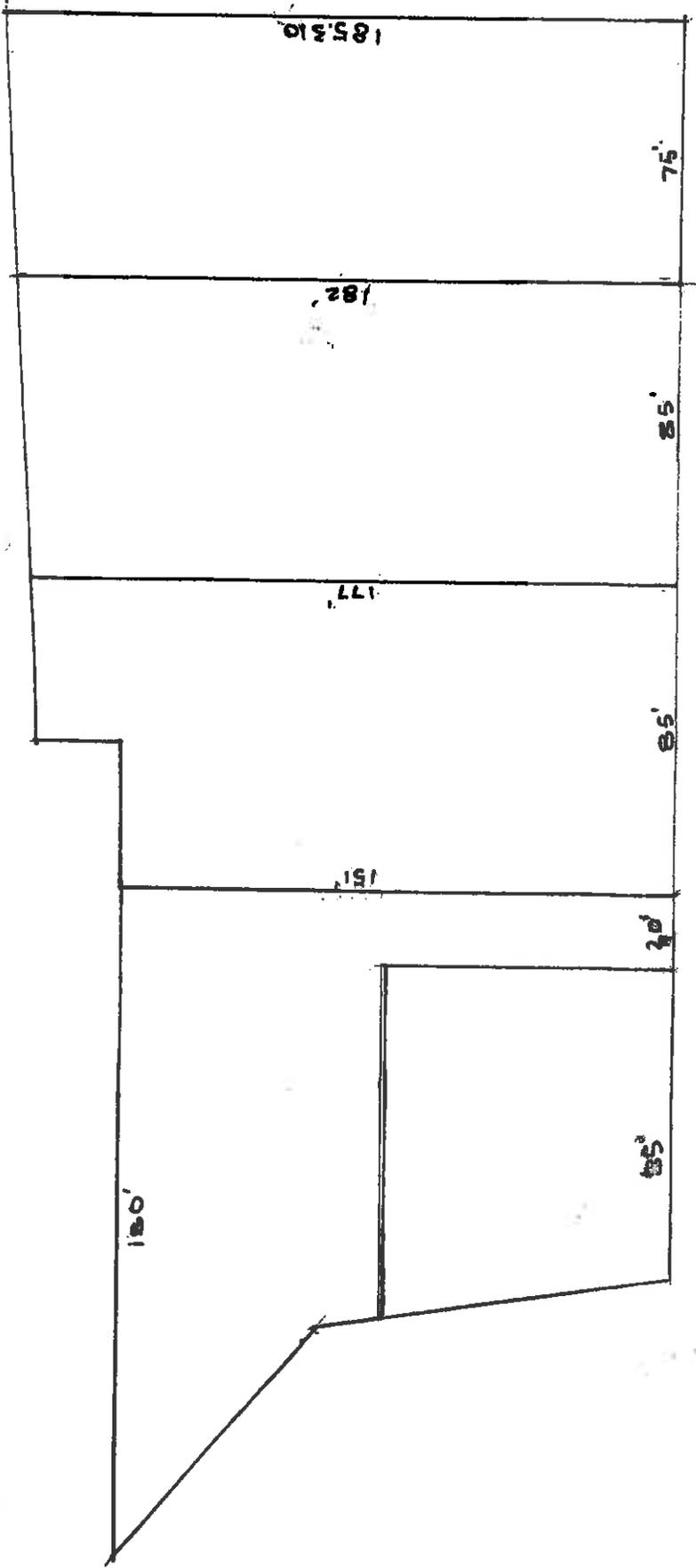


← MAIN STREET →

PLOT PLAN

SCALE 1" = 50'

6-6-13



MAIN STREET

YIELD PLAN

SCALE 1" = 30'



example, phase two would be numbered 201, 202, 203, etc.

(9) Except for group dwellings and planned unit developments, as specifically authorized by this Title and the Zoning Ordinance, not more than one dwelling unit shall occupy any one lot.

(10) Flag lots may be approved by the Planning Commission in any residential zone where, due to unusual parcel dimension, configuration, or topographic conditions, traditional lot design is not feasible. Approval of flag lots shall not be permitted solely on the basis of economic benefit. Such lots shall meet the following criteria:

- (a) The stem of the lot shall be not less than twenty feet (20') in width and shall not exceed one hundred fifty feet (150') in length;
- (b) The stem of the lot shall serve one lot only and shall have direct access to a dedicated and improved street;
- (c) The nearest fire hydrant shall be located no further than one hundred fifty feet (150') from the nearest corner of the proposed building on the lot; and
- (d) The body of the lot shall meet the lot size and dimensional requirements of the applicable zone. The stem area shall not be used in computing lot size. Proposed buildings shall comply with the minimum setbacks required for the zone. Determinations as to which are the front, side, and rear setbacks shall be made by the Zoning Administrator at the time a building permit is requested and shall be based on the orientation of the proposed home on the lot.
- (e) The number of flag lots shall not exceed ten percent (10%) of the total lots in the subdivision unless it is determined by the City that the property could not reasonably be developed otherwise.

(11) On lots with available access only onto a Major Arterial, Minor Arterial or Major Collector Street, a circular drive or some other type of vehicular maneuvering area shall be provided to enable vehicles to enter traffic moving forward rather than backing. The minimum depth of such lots shall be not less than one hundred ten feet (110').

12-7-040 Streets.

(1) All streets shall be designated and constructed with the appropriate street classification requirements specified herein:

STREET CLASSIFICATION

CITY COUNCIL AGENDA

For Council Meeting:
July 16, 2013

SUBJECT: Presentation of Citizen Awards

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Wayne Hansen, Police Chief and Parish Snyder, Lieutenant will be recognizing Olivia Oldroyd, Ian Oldroyd, Gaylene Johnson and Spencer Gregory.

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:
July 16, 2013

SUBJECT: Minute Motion Approving Summary Action List

1. Amend Resolution Setting Property Tax Rates for FY2014 Budget
2. Historic Landmark Designation
3. Maverik Improvements Agreement
4. Award of Bid for Street Overlay Project
5. Plat Amendment of Hidden Meadows Phase 3 Subdivision

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: July 10, 2013

Subject: **AMEND RESOLUTION SETTING PROPERTY TAX RATE FOR FY 2014 BUDGET.**

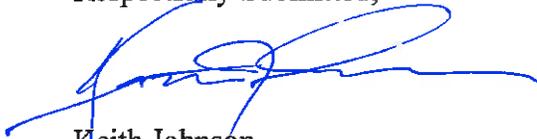
RECOMMENDATIONS

Adopt the enclosed resolution which amends the resolution that was passed on June 18, 2013, setting the property tax rate to .002290 instead of .002311 for the fiscal year ending June 30, 2014.

BACKGROUND

As discussed in the last City Council meeting, the State and County in setting the property tax rate for 2012, did not exclude the Station Park RDA area which caused the rate to go up this year without a tax increase. The State and County officials discussed that the City could reduce the rate some for the growth attributed to the growth in the RDA. They proposed reducing the rate to the .002290 from the original certified rate of .002311. We recommend that the City adopt this rate.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Dave Millheim,
City Manager

AMENDED RESOLUTION NO. 2013-13

A RESOLUTION AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEAR ENDING 6-30-13; ADOPTING A MUNICIPAL BUDGET FOR FISCAL YEAR ENDING 6-30-2014; ADOPTING A COMPENSATION SCHEDULE FOR CITY OFFICIALS AND EMPLOYEES AND ADOPTING A PROPOSED PROPERTY TAX LEVY FOR FISCAL YEAR ENDING 6-30-2014

WHEREAS, upon proper review and consideration, the City Council has held a public hearing concerning amending its FYE 6-30-13 municipal budget, and adopting FYE 6-30-2014 municipal budget;

WHEREAS, said public hearing has been held as required by law and pursuant to all legally required notices; and

WHEREAS, a public hearing has been held pursuant to all legally required notice to consider the compensation of officers and employees of the City, and the City has considered performance and prevailing market factors affecting compensation levels; and

WHEREAS, a public hearing has also been held pursuant to notice to consider the rate of levy for property taxation in the coming fiscal year; and

WHEREAS, the City Council has heard and considered all public comment advanced at the aforementioned hearings; and

WHEREAS, the attached budgets and compensation schedule, and the proposed tax levy, are hereby found to comport with sound principles of fiscal planning in light of the needs and resources of Farmington City Corporation;

BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH:

Section 1. FYE 6-30-13 Municipal Budget Amendment. The attached document entitled "Farmington City Amended Budget FYE 6-30-13", incorporated herein by reference, is hereby adopted.

Section 2. Municipal Budget Adopted. The attached document entitled "Farmington City Corporation Budget FYE 6-30-2014", and incorporated herein by reference, is hereby adopted.

Section 3. Compensation Schedule Adopted. The monthly compensation paid to the Mayor of Farmington City shall be ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100) and that members of the City Council shall be SIX HUNDRED DOLLARS (\$600.00). The monthly compensation which shall be paid to other officers and employees of the City is shown

on the attached salary schedule dated July 1, 2013, which is incorporated herein by reference.

Section 4. Proposed Property Tax Levy. There is hereby proposed a tax levy for all taxable property within Farmington City, a tax at the rate of the "Certified Tax Rate" received from Davis County at the rate of .002290.

Section 5. Miscellaneous Provisions.

a. **Severability.** If any 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 provisions, clauses, and words of this Resolution shall be severable.

b. **Titles and Headings.** The titles and headings of this Resolution form no part of the Resolution itself, have no binding or interpretative effect, and shall not alter the legal effect of any part of the Resolution for any reason.

c. **Effective Date.** This Resolution shall become effective immediately upon posting.

d. **Non-codification.** This Resolution shall be effective without codification.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 16TH DAY OF JULY, 2013.

FARMINGTON CITY

By: _____
Scott C. Harbertson
Mayor

ATTEST:

Holly Gadd, City Recorder

Resolution Adopting Final Tax Rates and Budgets Report 800	Form PT-800 pt-800.xls Rev. 12/07
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County: **DAVIS**

Tax Year: **2013**

It is hereby resolved that the governing body of:

FARMINGTON

approves the following property tax rate(s) and revenue(s) for the year: **2013**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	\$1,630,350	0.001685
20 Interest and Sinking Fund/Bond	\$585,000	0.000605
190 Discharge of Judgement	\$0	0.000000
Totals	\$2,215,350	0.002290

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 29-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____

**FARMINGTON 3050
Tax Rate Summary
Report 693**

Form PT-693
pt-693.xls Rev. 09/10

DAVIS COUNTY

Tax Year: 2013

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
10 General Operations §10-6-133	0.001714	0.001685	.007	\$1,630,350
20 Interest and Sinking Fund/Bond §17-12-1	0.000605	0.000605	Sufficient	\$585,000
Total Tax Rate	0.002319	0.002290	Total Revenue	\$2,215,350

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

July 03, 2013

**Multiple Levy
Proposed Tax Rate Valuation Summary
Report 694A**

Form PT-694A
pt-694A.xls Rev. 12/07

County: DAVIS

Tax Year: 2013

Taxing Entity: 3050 FARMINGTON

1. Value minus CDRA/SCME (from column 7 of Report 697)		\$1,035,749,404
2. Local assessed real and centrally assessed BOE adjustments		
a. Real property taxable value (from column 2 of Report 697)	\$1,056,834,149	
b. 3-Year real property BOE average rate	0.009073	
c. Real property BOE adjustment	\$9,588,656	
d. Centrally Assessed taxable value (from col. 4 of Rpt. 697)	\$36,412,014	
e. 3-Year centrally assessed BOE average rate	0.000000	
f. Centrally assessed BOE adjustment	\$0	
g. Total BOE adjustments	\$9,588,656	
3. Sum of valuations (line 2 less line3g)		\$1,026,160,748
4. Five-year average tax collection rate		94.29%
5. Proposed tax rate value (line 3 multiplied by line 4)		\$967,566,969

Certification by Taxing Entity

I, _____, as authorized agent, do hereby certify that the budgetary amount from property tax revenue listed above was adopted and approved in compliance with all requirements prescribed by law.

Certification by County Auditor

I, _____, as County Auditor, do hereby certify that I have examined the information submitted on this statement and have found it to be true and correct.

Signature: _____

Date: _____

Multiple Levy Proposed Tax Rate Worksheet Report 694B	Form PT-694B pt-694b.xls Rev. 12/07
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County: DAVIS **Tax Year:** 2013
Entity Name: 3050 FARMINGTON

A. Proposed tax rate value (line 5 of Report 694A) \$967,566,969

1. Fund/Budget Type	2. Budgeted Revenue	3. Proposed Tax Rate
10 General Operations	\$1,630,026	0.001685
20 Interest and Sinking Fund/Bond	\$585,000	0.000605
190 Discharge of Judgement		

B. Total revenue (sum of column 2) \$2,215,026

C. Total proposed tax rate (sum of column 3) 0.002290

Certification by Taxing Entity

I, _____, as authorized agent, do hereby certify that the budgetary amount from property tax revenue listed above was adopted and approved in compliance with all requirements prescribed by law.

Certification by County Auditor

I, _____, as County Auditor, do hereby certify that I have examined the information submitted on this statement and have found it to be true and correct.

Signature: _____ **Date:** _____



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: July 5, 2013
SUBJECT: HISTORIC LANDMARK DESIGNATION

RECOMMENDATION

Approve the enclosed ordinance designating the Franklin D. Richards mill as an historic resource on the Farmington Historic Landmarks Register.

BACKGROUND

The Farmington City Historic Preservation Commission has forwarded the enclosed recommendation to the Council regarding the placement of the Franklin D. Richards mill as an historic resource on the Farmington Historic Landmarks Register.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2013 - ____

AN ORDINANCE OF THE FARMINGTON CITY COUNCIL DESIGNATING THE FRANKLIN D. RICHARDS MILL AS AN HISTORIC RESOURCE ON THE FARMINGTON HISTORIC LANDMARKS REGISTER.

WHEREAS, the Farmington City Council recognizes that the historical heritage of the Franklin D. Richards mill as one of the communities most valued and important assets; and

WHEREAS, the designation of a Historic Resource to the Farmington Historic Landmarks Register serves to protect the original settings and structures and to preserve Farmington's historical heritage; and

WHEREAS, the Farmington Historic Preservation Committee finds that the Franklin D. Richards mill satisfies the criteria governing the designation of Historic Resources to the Farmington Historic Landmark Register and has recommended to the Farmington City Council that the Franklin D. Richards mill be so designated;

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

Section 1. Designation. The Franklin D. Richards mill located at 700 Rockmill Lane (Davis County Tax I.D. #07-014-0032) in Farmington City is hereby designated an Historic Resource on the Farmington Historic Landmark Register.

Section 2. Notice of Listing. A Notice of Listing pertaining to the Franklin D. Richards mill shall be filed with the City Recorder and recorded in the office of the Davis County Recorder.

Section 3. Recordation. The Historic Preservation Commission shall record this ordinance with the City Recorder's Office and the Davis County Recorder's Office

Section 4. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 5. Effective Date. This Ordinance shall become effective twenty (20) days after publication or posting, or thirty (30) days after passage, whichever occurs first.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 16th DAY OF JULY, 2013.**

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
Scott C. Harbertson
Mayor



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: July 10, 2013

SUBJECT: MAVERIK IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Maverik, Inc. and Farmington City.

BACKGROUND

The bond estimate for the Maverik store improvements is \$32,533.20 which includes a 10% contingency and 10% warranty bond. Maverik, Inc. 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 MAVERIK INC.
(hereinafter "Developer"), whose address is 957 WEST SHEPARD LANE, 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 MAVERIK
957 WEST SHEPARD LN., located at approximately 957 WEST SHEPARD LN., 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 \$ 32,533.²⁰.

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
12 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 \$ 32,533.²⁰ 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 09 day of JULY, 2013

CITY:

FARMINGTON CITY CORPORATION

By: _____
Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

MARTIN INC
By: _____

Its: Paul Harwood
CONSTRUCTION MANAGER

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
:SS.
COUNTY OF Davis)

On this 9th day of July, 2013, personally appeared before me, Paul Jason Heywood, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

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



(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

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Walt Hokanson

Date: July 11, 2013

SUBJECT: **AWARD OF BID FOR STREET OVERLAY PROJECT**

RECOMMENDATION

Approve the bid to Kilgore Contracting for \$306,462.79 and authorize work to begin for the annual street overlay projects.

BACKGROUND

The Public Works Department has requested bids for street overlay work throughout the city. Bids were opened on Thursday (July 11th). A bid summary and project overly list is attached.

Respectfully Submitted,

Walt Hokanson
Public Works Director

Review and Concur,

Dave Millheim
City Manager

Notice of Award

Date: _____

Contract: FY 2014 Road Maintenance Project

Owner: Farmington City

Owner's Contract No.: _____

Bidder: Kilgore Contracting

Engineer's Project No.: 13036C

Bidder's Address: P.O. Box 869

Magna, UT 84044

You are notified that your Bid dated July 11, 2013 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the bid.

The Contract Price of your Contract is: **\$306,462.79**

3 copies of the proposed Contract Documents (except Drawings) will follow this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Deliver with the executed Contract Documents the certificates of insurance as specified in the Instructions to Bidders (Article 20), General Conditions (Article 5) and Supplementary Conditions (Paragraphs SC-5.04 and SC-5.06).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner/Owner's Agent: Farmington City Corporation

Authorized Signature: _____

Printed Name: _____

Title: _____

cc: All parties



CALDWELL RICHARDS SORESENEN
ANSWERS TO INFRASTRUCTURE®

July 11, 2013

Dave Millheim
City Manager
Farmington City
PO Box 160
Farmington, Utah 84125

SUBJECT: Recommendation for Award

RE: FY 2014 Road Maintenance Project

On July 11, 2013, Farmington City received bids for the above referenced project. There were a total of six bids received and opened.

The bids are summarized as follows:

<i>Bidder</i>	<i>Total</i>
Kilgore Contracting	\$306,462.79
Advanced Paving	\$336,458.30
Post Asphalt	\$357,720.78
Granite Construction	\$364,458.30
Staker Parson	\$394,616.19
Geneva Rock Products	\$421,230.53

We recommend an award of contract to the apparent low bidder, Kilgore Contracting in the amount of **\$306,462.79**. Please note that the engineers estimate for this project is \$386,858.70.

Kilgore Companies has confirmed there will be no problem with completing the Chip and Seal work by August 30, 2013 with the remainder of the contract work completed on or before October 15, 2013, as set forth in the Contract Documents.

We are in the process of preparing (3) copies of Contract Documents to be signed and executed by the City and the Contractor. These documents will be delivered to the City after a recommendation of award is made by the City Council. Attached is the Notice of Award requiring the City's signature. Upon





receipt of the Notice of Award, the Contractor can proceed with acquiring the necessary bonds and insurance to execute a contract.

Should you have any questions, please call me at (801) 359-5565.

Sincerely,
CALDWELL RICHARDS SCRENSON

A handwritten signature in blue ink, appearing to read 'Doug Cromar', with a large, stylized initial 'D'.

Doug Cromar P.E.
Project Manager

cc: Paul Hirst, File 13036



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: Ken Klinker, Planning Department

Date: July 2, 2013

SUBJECT: **Plat Amendment of Hidden Meadows Phase 3 Subdivision**

RECOMMENDATION

1. Approve the proposed Hidden Meadows Phase 3 Subdivision 1st Amendment plat.

BACKGROUND

Chris Martineau has requested, on behalf of the affected landowners, a plat amendment to the Hidden Meadows Phase 3 Subdivision. He would like to combine the current lots 306 and 307 in order to build a home that would straddle the current property line. He is also asking for an addition to lot 302 of a small parcel to be purchased from the adjacent property owner to accommodate landscaping that is currently taking place on the lot. Agent Authorization forms have been received from all three affected property owners.

The proposed amended plat has been submitted to the appropriate agencies for review. Except for some minor changes to the proposed drawing, the only comments were from the water department and Central Davis Sewer District who wanted to make sure one of the existing laterals for both sewer and culinary water going to lots 306 and 307 are abandoned when the one house is built on the new lot 313. Staff will make that a condition of Building Permit approval.

No easements are affected by the plat amendment. All lots will meet design standards for lots in the LR zone.

Respectfully submitted,


Ken Klinker
Planning Department

Review and Concur


Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
July 16, 2013

SUBJECT: City Manager Report

1. Police Monthly Activity Report for June

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 2013 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	115	118	132	170	170	240						

Total Reports	Officer	Crime	Accident	Supp	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Officer	41	43	56	79	67	80										
Crime	51	60	65	69	81	132										
Accident	24	15	11	20	22	23										
Supp	34	13	27	38	33	33										

Citations	Total Cites	Traffic Cites (Speeding)	Parking Cites	Other	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Total Cites	111	92	103	98	120	123										
Traffic Cites (Speeding)	25	49	73	70	78	83										
Parking Cites	45	15	1	0	2	45										
Other	41	28	29	28	40	39										

Activities	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Total	2039	1855	2336	2380	2408	2384							

Investigations	Still Working # Reports	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Still Working # Reports	26	34	35	34	32	41							
# Reports	24	17	33	38	35	43							



Farmington City Police Department 2013 - Summary Cont.

	Average	Total
Cases	157.50	945

Reports	Officer	61.00	
	Crime	76.33	
	Accident	19.17	
	Supp	29.67	

Citations	Total	107.83	647
	Traffic	63.00	
	Speed	45.00	
	Parking	10.67	
	Other	34.17	

Activities	2233.67	13402
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Investigations	Working	33.67	
	# Reports	31.67	190

CITY COUNCIL AGENDA

For Council Meeting:
July 16, 2013

SUBJECT: Mayor Harbertson & City Council Reports

1. FABL Contract – Revisit Deposit Question

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

Zimbra

hgadd@farmington.utah.gov

Fwd: FABL User Agreement with City

From : Dave Millheim <dmillheim@farmington.utah.gov> Tue, Jul 02, 2013 10:10 AM
Subject : Fwd: FABL User Agreement with City
To : Holly Gadd <hgadd@farmington.utah.gov>

Sent from my iPad

Begin forwarded message:

From: Neil Miller <nmillier@farmington.utah.gov>
Date: July 2, 2013, 7:04:30 AM MDT
To: Dave Millheim <dmillheim@farmington.utah.gov>
Subject: **Fwd: FABL User Agreement with City**

Not sure if you seen this.

Neil M. Miller
Farmington City
Parks & Recreation Director

From: "John Wendt" <j.wendt@pony.org>
To: "Scott Harbertson" <scottharbo@msn.com>, "John Bilton" <jbilton@centershift.com>, "Neil Miller" <nmillier@farmington.utah.gov>, "Colby Thackeray" <Cthackeray@farmington.utah.gov>
Cc: "Casey Fisher" <cfisher@surroundair.com>, "Mike Embrey" <msembrey@msn.com>, "Mike Embrey" <mike@embreyinc.com>, "Rebecca Wendt" <beckywendt97@gmail.com>, "Robert Glance" <rob@integracore.com>, "Sherm Hadley" <nchadley@juno.com>, "Stefanie Embrey" <Stefembrey@me.com>, "Wayne Bennett" <wbenn2@yahoo.com>
Sent: Monday, July 1, 2013 3:11:17 PM
Subject: FABL User Agreement with City

Dear Mayor,

The user agreement drafted and given to Colby was presented to me on Wednesday, June 26, 2013 - I believe this is a document that was supposed to

reflect the meeting on April 3rd where we all agreed upon the stipulations of a new contract.

In a quick review of the document given to me by Colby, it appears numerous changes and additions were made beyond what was agreed upon with you, Neil, Colby, and our board members. City council members and the city manager were all invited to this meeting but did not choose to attend at that time.

It appears that the person(s) who drafted this document have little concern for the time and effort spent personally by yourself, Neil, Colby, Stephanie Gallagher, and our board members by discarding the essential elements we agreed upon during our meeting.

We are in the middle of our baseball season and board members do not have time to review, discuss and counter the document given to us on June 26th. Waiting until after August 1 will not negatively impact our baseball program or the City as it would not take effect until next year.

I appreciate your efforts on this matter.

John
