

**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 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, November 20, 2012, 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 November 1, 2012

7:10 Presentation of Award for “Certified Municipal Clerk” to Holly Gadd

7:15 Introduction of new Firefighters/Administration of Oath of Office

7:25 Recognition by Chief Smith of Fire Department Members

7:35 Report with UDOT Officials regarding West Davis Corridor - Randy Jefferies

### **PUBLIC HEARINGS:**

7:50 Scenic Byway Overlay Electronic Message Sign Ordinance

8:00 Alternative Review Process for Approval of a Supplementary “Additional Project Master Plan” for Park Lane Commons

### **PRESENTATION OF PETITIONS AND REQUESTS:**

8:35 Traffic Safety Improvements at Intersection of 1075 West Shepard Lane

### **SUMMARY ACTION:**

8:50 Minute Motion Approving Summary Action List

1. Approval of Minutes from October 16, 2012 and Retreat Minutes
2. Ratification of Approvals of Storm Water Bond Logs
3. Improvements Agreements for Spring Creek Subdivision
4. Resolution regarding Utah Retirement Systems “pick up” of Member contributions for eligible employees
5. Agreement for Medical Control Physician
6. Tom Owens Agreement regarding Fence Issue
7. Wood Lot Line Adjustments – Modification No. 2
8. Swain/Wilcox/Shepard Ridge Enterprises, LC Lot Line Adjustment Request
9. Resolution Adopting Standard Operating Procedures regarding Storm Water
10. Replacement Notice for Council Vacancy and Approval of Recruitment Process
11. Minor Plat for the Bray Amended Subdivision

**GOVERNING BODY REPORTS:**

8:55 City Manager Report

1. Upcoming Agenda Items
2. Building Activity Report for October
3. Public Comment Form
4. Public Hearing Comments
5. Police & Fire Monthly Activity Reports for October
6. Submittal of Application for North Main Improvements

9:15 Mayor Harbertson & City Council Reports

1. Ruth Gatrell Letter

**ADJOURN**

**CLOSED SESSION**

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

DATED this 15th day of November, 2012.

**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:  
November 20, 2012

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

It is requested that Council Member Jim Young 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:  
November 20, 2012

**S U B J E C T:** Executive Summary for Planning Commission held November 1, 2012

**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  
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: Christy Alexander, Associate City Planner

Date: November 20, 2012

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON  
NOVEMBER 1, 2012

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on November 1, 2012 [note: six commissioners attended the meeting—Kris Kaufman, Brigham Mellor, Brett Anderson, Bob Murri, Mack MacDonald and Brad Dutson]:

1. John Cahoon – Applicant is requesting a recommendation of minor plat approval for the Bray Amended Subdivision (4 lots) located at approximately 1940 North and Oakwood Place in a LR-F zone. (S-9-12)  
*Voted to recommend for approval, Vote: 6 – 0*
2. Richard Cook – (Public Hearing) – Applicant is requesting a recommendation of schematic plan approval for a 112-unit townhome project on approximately 8 acres of property located adjacent to the west end of Bourne Circle, north of the Farmington Fields Subdivision and east of US 89 in a LS zone. (S-12-12)  
*Voted to table item to obtain additional information regarding sewer capacity and possibly schedule a joint session of City Council/Planning Commission, Vote: 6 – 0*
3. Richard Cook – (Public Hearing) – Applicant is requesting a recommendation to amend the City's Zoning Map by rezoning approximately 8 acres of property located adjacent to the west end of Bourne Circle, north of the Farmington Fields Subdivision and east of US 89 from LS (Large Suburban to CMU (Commercial Mixed Use). (Z-3-12)  
*Voted to table item to obtain additional information regarding sewer capacity and possibly schedule a joint session of City Council/Planning Commission, Vote: 6 – 0*
4. Brad Pack – (Public Hearing) – Applicant is requesting a Conditional Use permit to allow the sod fields of Pack Farms LLC to be used for athletic use, primarily soccer, during the growth in between the planting and harvesting of the

sod fields located at approximately 1268 South 650 West in the LM&B zone. (C-12-12)

*Voted to require the applicant to work with staff to conduct a traffic count, establish a parking and circulation plan, post speed limit signs, and schedule a meeting with residents in the area to discuss possible solutions to these issues.*

*Vote: 6 – 0*

5. The Haws Companies – (Public Hearing) – Applicant is requesting an “Alternative Approval Process” for approval of a supplementary “additional project master plan” (Park Lane Commons) for the approved Park Lane Project Master Plan on property located at approximately Station Parkway & Grand Avenue (approximately 3 acres) in a TMU zone. (PMP-2-12)

*Voted to recommend that the City Council not approve the supplementary “additional project master plan” as submitted.*

*Vote: 5 – 0 (Bob Murri did not vote as he has a conflict of interest with the project.)*

Respectfully Submitted



Christy Alexander  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager

CITY COUNCIL AGENDA

For Council Meeting:  
November 20, 2012

**S U B J E C T: Presentation of Award for “Certified Municipal Clerk” to Holly Gadd**

**ACTION TO BE CONSIDERED:**

Tracy Norr, President of the Utah Municipal Clerks Association and Kim Read, President of the Davis/Morgan/Weber Municipal Clerks Association will be making the presentation.

**GENERAL INFORMATION:**

See enclosed letter.

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



***International Institute of Municipal Clerks***  
***Professionalism in Local Government***

October 9, 2012

Dear Holly Gadd, CMC:

On behalf of the Board of Directors, it is my pleasure to inform you that you have been awarded the International Institute of Municipal Clerks' designation of Certified Municipal Clerk. Included in this package is your hard-earned CMC certificate, as well as your CMC lapel pin. We hope you wear it proudly.

IIMC grants the CMC designation only to those Municipal Clerks who complete demanding education requirements; and who have a record of significant contributions to their local government, their community and state.

In light of the speed and drastic nature of change these days, lifelong learning is not only desirable, it is necessary for all in local government to keep pace with growing demands and changing needs of the citizens we serve. We applaud your educational accomplishments and achievement of this milestone and congratulate you on your personal pursuit of professional excellence.

Sincerely,

Brenda Cirtin, MMC  
IIMC President

## CITY COUNCIL AGENDA

For Council Meeting:  
November 20, 2012

**S U B J E C T: Introduction of new Firefighters/Administration of Oath of Office**

### **ACTION TO BE CONSIDERED:**

None.

### **GENERAL INFORMATION:**

Mayor Harbertson will introduce the new Firefighters. Holly Gadd will perform the administration of the Oath of Office.

|                     |                |
|---------------------|----------------|
| Jason Hastings      | Ambulance Tech |
| Andrew Kimber       | Ambulance Tech |
| Sarah Mojazza       | Firefighter    |
| Lyndsay Workman     | Firefighter    |
| Kasey Adams         | Firefighter    |
| Brandon Supinger    | Firefighter    |
| Chris Winter        | Firefighter    |
| Denise Vickers      | Firefighter    |
| Ryan Royall         | Firefighter    |
| Taylor Jenkins      | Firefighter    |
| Chad Higley         | Firefighter    |
| Carson Niederhauser | Firefighter    |
| Gale Waters         | Engineer       |
| Spencer Gregory     | Engineer       |
| Todd Smith          | Engineer       |

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CITY COUNCIL AGENDA

For Council Meeting:  
November 20, 2012

**S U B J E C T:** Recognition by Chief Smith of Fire Department Members

**ACTION TO BE CONSIDERED:**

None.

**GENERAL INFORMATION:**

Chief Guido Smith will be present to recognize Fire Department members.

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CITY COUNCIL AGENDA

For Council Meeting:  
November 20, 2012

**S U B J E C T:** Report with UDOT Officials regarding West Davis Corridor

**ACTION TO BE CONSIDERED:**

None.

**GENERAL INFORMATION:**

Randy Jeffries will be present to give a report on the progress being made.

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:  
November 20, 2012

**PUBLIC HEARING: Scenic Byway Overlay Electronic Message Sign Ordinance**

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. Adopt the enclosed ordinance to amend Chapter 41 of the Zoning Ordinance (Scenic Byway Overlay) regarding electronic message signs, which amendments are recommended by the Planning Commission.

### **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.



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## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 13, 2012

SUBJECT: **SCENIC BYWAY OVERLAY ELECTRONIC MESSAGE SIGN ORDINANCE**

### RECOMMENDATION

Hold a public hearing and adopt the enclosed ordinance to amend Chapter 41 of the Zoning Ordinance (Scenic Byway Overlay) regarding electronic message signs and the findings below, which amendments are recommended by the Planning Commission.

### Findings

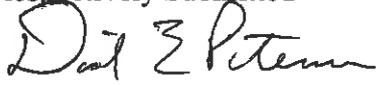
1. The City recently amended its Sign Ordinance regarding electronic message signs and in so doing found that although illumination from electronic message signs often negatively impact surrounding properties, certain areas in the community are appropriate for such signs subject to certain standards. As part of this process it was determined that the areas affected by the scenic byway overlay are not appropriate for electronic message signs.
2. Electronic message signs are not consistent with the purposes of the Scenic Byway Overlay in that they do not provide an acceptable interface with the natural shore land environment that is located between Legacy Parkway and the Great Salt Lake further west.
3. Electronic message signs are not compatible with the present State scenic byway designation for the Legacy corridor. Moreover, permitting electronic message signs in this area may compromise the existing designation, and hinder efforts to receive national scenic byway status. Both designations allow opportunities to receive grants and other funds for public improvements within the corridor.

### BACKGROUND

Initially the Mayor and City Council reviewed proposed changes regarding electronic signs to the Scenic Byway Overlay zone concurrently with changes to the Sign Ordinance. However, notice requirements are different for each type of amendment. Hence, the Council considered changes to the Sign Ordinance last month and are now being asked to consider changes to the Scenic Byway Overlay zone this month.

Enclosed is enabling legislation and the draft changes for your review and critique, which changes also include input from the Planning Commission, and their public hearing process.

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. 2012 -**

**AN ORDINANCE AMENDING AND CHAPTER 41 SCENIC  
BY-WAY OVERLAY OF THE FARMINGTON CITY ZONING  
ORDINANCE REGARDING ELECTRONIC MESSAGE  
SIGNS.**

**WHEREAS**, the Planning Commission has held a public hearings regarding the text changes related to electronic message signs and recommended that this ordinance be approved by the City Council; and

**WHEREAS**, the Farmington City Council has held a public meeting pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

**Section 1. Amendment.** Chapter 41 Scenic By-way Overlay, Title 15 of the Farmington City Code, is hereby amended to read in its entirety as set forth in Exhibit "A" attached hereto and by this reference made part hereof

**Section 2. Severability.** If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 3. Effective Date.** This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 20th day of November, 2012.

**FARMINGTON CITY**

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Scott C. Harbertson  
Mayor

**ATTEST:**

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Holly Gadd  
City Recorder

**EXHIBIT "A"**

(g) Signing – Signing is to enhance the scenic qualities of the Byway Corridor environment and shall compliment the signing style used for Legacy Parkway.

- (1) Business signing shall be simple and scaled to allow for sufficient identification of the operation or facility. The style, colors, and materials shall compliment the architecture and design of buildings associated with the sign.
- (2) Sign and sign placement shall not exceed fifteen 15 feet in height for Wall Signs shall not exceed six (6) feet for Monument and/or Low Profile Signs.
- (3) Sign copy shall consist of individual lettering and logos. Sign copy shall not be internally illuminated or animated. No aluminum box or cabinet signs shall be permitted unless associated with a logo and may only be permitted for use as a Wall Sign in conjunction with individual lettering.
- (4) ~~Electronic or changeable copy signs are prohibited on all signs within one thousand (1,000) feet to the west of the Legacy Parkway right-of-way. Electronic or changeable copy Monument and/or Low Profile Signs may be used in areas farther west than one thousand (1,000) feet from the Legacy Parkway right-of-way. The signable area used for electronic or changeable copy shall not exceed thirty-six (36) square feet.~~
- (5) Informational or business location markers may be allowed as part of the public signing program for streets and highways. Such signs shall be clustered together on a single sign element and shall conform to the design and styles depicted in the Legacy Parkway Scenic Byway Master Plan (Chapter 5-Parkway Style, page 13).
- (6) The following signs and devices are prohibited within the SBW Overlay Zone:
  - (i) Animated, Electronic Message, Roof, Graffiti, Billboards, Off-Premise, and Pole Signs
  - (ii) Spotlights, Corporate or Promotional Flags, Streamers, Pennants, Banners and other decorative device for commercial advertising purposes
  - (iii) Balloons, including cold air, helium, and other balloons
- (7) Interpretive signs shall be designed to tell important stories or messages related to the Byway Corridor experience. These signs shall utilize a design and materials scheme that is consistent and compatible with the theme of the SBW Overlay District.

## CITY COUNCIL AGENDA

For Council Meeting:  
November 20, 2012

**PUBLIC HEARING:** Alternative Review Process for Approval of a Supplementary  
“Additional Project Master Plan” for Park Lane Commons

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. See enclosed staff reports for recommendations.

### **GENERAL INFORMATION:**

See enclosed staff reports prepared by Christy Alexander and Dave Millheim.

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



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CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: November 20, 2012

SUBJECT: ALTERNATIVE REVIEW PROCESS FOR APPROVAL OF A SUPPLEMENTARY "ADDITIONAL PROJECT MASTER PLAN" FOR PARK LANE COMMONS

### RECOMMENDATION

1. Hold the public hearing.
2. Do not approve the supplementary "additional project master plan" as submitted for Park Lane Commons, subject to findings established previously by the Planning Commission on November, 2012 as set forth in the attached supplemental information.

### BACKGROUND

The City approved the 33 acre Park Lane Commons Project Master Plan (PMP) by development agreement on February 11, 2010, and reinstated it on June 28, 2010. For reference, the 11 acre Park Lane Village PMP is a "subset" of the larger Park Lane Commons PMP. Ernie Willmore could not develop the Village as initially proposed, because he wanted (among other things) private streets which Chapter 18 does not allow. Therefore, by agreement as per Section 11-18-114 the city approved the Village PMP allowing Ernie his private streets. This agreement was also approved on February 11, 2010, amended on April 20, 2010, and reinstated on June 30, 2010. Scott Harwood, of The Haws Companies recently submitted for the City's consideration a 3 acre PMP within the 33 acre site at Grand Avenue and Station Parkway (see attached illustrations) and supplemental development agreement. This 3 acre PMP was reviewed by the SPARC and City Staff, and staff notified the developer, informing him of all the violations/inconsistencies (see attached) between his proposed PMP and the ordinance. The first development agreement for the entire 33 acres only enables one to apply to develop smaller areas within the 33 acres as per Section 11-18-114 (ie. smaller than 25 acres required by ordinance). And to follow the process to do so—one must submit a development agreement specific and related to the smaller PMP (see the attached paragraph (c) of Section 11-18-114). The developer has now brought in a supplemental development agreement in addition to the proposed plans for the 3 acre site to the City

for these reasons. The developer seeks variances to the zoning ordinance violations by going about the "Alternative Approval Process."

Staff found multiple violations of the Transit Mixed-Use District ordinance within the proposed plans that give merit to denying this application at this time and understand this to be a policy question for the City Council (see attached email from Christy Alexander to Scott Harwood dated October 3, 2012). To help you become familiar with mixed-uses and transit-oriented developments, a brief summary may be key here. The sheer definition of a transit-oriented development (TOD) is that it is a mixed-use residential and commercial area designed to maximize access to all modes of transport, be it more so public transit, bicycles, and pedestrians as well as for motor vehicles. A TOD neighborhood typically has a center with a transit station or stop, surrounded by relatively high-density development with progressively lower-density development spreading outward from the center. TODs generally are located within a radius of one-quarter to one-half mile from a transit stop, as this is considered to be an appropriate scale for pedestrians. It typically contains specific features that are designed to encourage public transport use and differentiate the development from urban sprawl. Examples of these features include mixed-use development that will use transit at all times of day, excellent pedestrian facilities such as high quality pedestrian crossings, narrow streets, buildings brought to the street front with sidewalk access doors to allow for pedestrians to enter and exit buildings easily, windows along the building walls to allow for "eyes on the street" from inside the buildings as well as an interaction of pedestrian and inside uses, and tapering of buildings as they become more distant from the public transport node. Another key feature of transit-oriented development that differentiates it from "transit-proximate development" is reduced amounts of parking for personal vehicles.

In essence, this request for approval comes down to a mere policy question for the City Council. City staff and former Councils had seen the great potential that lies in our current mixed-use zones as it surrounds one of the major Frontrunner stations in the region. With this in mind and with understanding demographic and economic trends, the City began to plan for the future a few years ago by creating the Regulatory Plan that is in place now along with approving form based codes in Chapter 18 of the zoning ordinance outlining design/development standards and guidelines to properly shape the development of our mixed-use zones. This project site sits in the hub of our most dense zone (Transit Mixed-Use (TMU) zone), situated next to a major multi-family housing complex and is ripe to develop in the same dense manner if the market so dictates. The project as proposed would be a single story, horizontal mixed-use development consisting of restaurants, office and retail. Attached is the narrative that the developer has submitted for the project along with design drawings for your review. The City's Site Plan and Architectural Review Committee (SPARC) has convened a couple of times to review the plans and provide comment as well. On our SPARC Committee we have a landscape architect/planner consultant, Mark Morris, who was on the consulting team who originally created the Regulatory Plan and Chapter 18 codes, Planning Staff, a member of the Planning Commission-Michael Nilson-who is an architect professionally,

and a member of City Council-John Bilton. They have also met with the developer to discuss the plans and multiple zoning ordinance violations and have suggested alternative site plans that would function appropriately within the guidelines of the zoning ordinance, i.e. siting McDonald's on the opposite corner or across Station Parkway in the GMU zone, situating it another way a half block north to provide an appropriate drive-thru aisle that doesn't front the major street corner; however the developer has stated that the proposed plan with the drive-thru aisle on the major street corner is the only way they can site their project for the intended user to come to this site. The developer has also expressed concerns that this is an irregular parcel shape and should be able to receive a variance for those purposes but this is not the case because the Board of Adjustments would not approve such variances unless something such as the Conoco Pipeline was running directly through it.

Please see and thoroughly read the attached detailed list of ordinance violations in the attached email from Christy Alexander to Scott Harwood dated October 3, 2012. The developer took note of the SPARC's and Staff's comments and made a few minor changes, but not all as requested, especially the main concern of fronting the buildings and onto Grand Avenue and Station Parkway. The major issues regarding the form based code violations that are still unresolved involve the following:

- The buildings on the corners of Grand Ave and Station Parkway should be built to the street with less than 10 feet of setbacks-so as to create a proper pedestrian-oriented environment of a successful Transit Mixed-Use Zone.
- All parking should be in the rear of the building lots and not visible from the street to provide for strong street corners and an integrated pedestrian corridor along Grand Avenue.
- Grand Avenue was determined to be the major pedestrian promenade throughout the TMU and mixed-use zones. The way to accomplish this is by building to the street with window walls along each building and front doors facing the sidewalks/streets and providing outdoor seating, lighting, landscaping and a consistent sidewalk pattern.
- By siting the McDonald's along the major street corner and designing the drive-thru window aisle in between the sidewalk and building, this does not conform to our ordinance nor does it provide for a pedestrian-oriented atmosphere if cars are driving in between the building and the sidewalks. By creating a long wall along Station Parkway to block the drive-thru aisle, this is not pedestrian-conducive as it blocks pedestrians from entering any buildings, nor can the pedestrians see into/out the project to allow safety of all users and eyes on the street.

Items that were negotiable or deemed acceptable:

- Staff and the SPARC did not find issues with any of the proposed uses, architectural styles/quality, density of buildings, circulation patterns, or smaller parking lots by any means, merely issues were found with the site planning of the

buildings and parking lots along Grand Avenue and Station Parkway, which does not conform to the City's form-based codes in the zoning ordinance. More detailed landscape, screening, lighting, and signage plans would also be appropriate as the preliminary plat is brought forth. The lack of sidewalks along Station Parkway were negotiated and the developer had agreed to implement sidewalks beginning at Grand Avenue going north with a public improvement extension agreement being placed on the section going south to Park Lane in case any future redesign of Park Lane includes sidewalks to that corner.

As noted in the attached narrative, the developer claims that "opinions were expressed" referring to staff comments; however this must be clarified that the City's zoning ordinance is not "opinions", they are the codes the City has put in place from sound planning practices to ensure proper development will occur in appropriate places. Staff would like to see the same uses, architectural styles, and shared parking at this location but sited to be conducive to a pedestrian-oriented promenade within the TMU zone which staff believes can be accomplished. Outside of the Chapter 18 policy question, the City Engineer has notified Planning Staff that he is concerned the storm drainage in this area is unacceptable as it is now and will need to be addressed before any project moves forward. As such, the City Council should hear out the developer's requests of variances and respective reasonings and determine whether the policy put into place was appropriate or whether there is room for an approval with conditions. The Planning Commission voted unanimously on November 1, 2012 to recommend that this additional PMP is denied due to site planning concerns, i.e. that the site planning along Grand Avenue is not in line with the form-based codes and would not provide a pedestrian-oriented atmosphere which is what a Transit Mixed-Use parcel and promenade street should be designed for.

Respectfully Submitted



Christy J. Alexander  
Associate City Planner

Review & Concur

Dave Millheim  
City Manager



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CITY MANAGER

## City Council Memo

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: November 15, 2012

SUBJECT: **SUPPLEMENTAL MEMO TO STAFF REPORT FOR PARK LANE COMMONS PMP**

### RECOMMENDATION

Read – For Discussion Only

### BACKGROUND

The attached site plan received a denial recommendation from the Planning Commission based on staff review of the ordinance. I am taking privilege and providing a supplemental opinion to that contained in the planning department staff report and for that purpose I have not signed the Review and Concur section of the staff report. I want to put in memo form for my reasons for taking this position.

The policy issues which the Council needs to wrestle with after reviewing the reports, listening to the developer and having the public hearing are pretty simple. I would suggest if you keep your discussion centered to the following questions, the discussion and eventual decision will be easier to process and not get too complicated:

- Is this site plan enough for the area?
- Does it substantially meet the intent of the form based zoning ordinance in light of current market conditions?
- Will this approval help or hinder the economic development efforts of the surrounding area?

I want it clear that I believe the Planning staff has done a good job of reviewing the requirements of the form based zoning ordinance to arrive at their recommendations. My withholding of my concurrence with their denial recommendation is not meant to imply they have got it wrong. The strength and the weakness of a form based zoning approach is that it is subject to opinion and interpretation versus traditional zoning which has more

specific guidelines. Planning staff's opinion when you sort through all the data and specifics of the purposed site plan is that it is not good enough.

Second, this debate should not be about McDonalds. If the focus of the discussion is on whether we like Big Macs or not, we have missed the more important issues. Staff has met with the developer, McDonalds officials and their respective consultants many times and the few things that all parties can agree on is the site is a little challenged by geography and that honest efforts have been made to make it more pedestrian friendly.

Nevertheless, I would provide a few specific words of caution and observation about McDonalds. I think the Council and staff need to be careful of assuming we know and understand the fast food business better than McDonalds. I read an article once where Ray Kroc said words to the effect, "McDonalds was in the real estate business and they happened to sell hamburgers." The success of their brand says they understand what works and what does not in that regard. While staff has made several suggestions related to the building configuration, I am of the opinion; some of our suggestions are more aesthetic than practical. This is obviously an interpretive judgment call.

Transit mixed use can take many forms. Density and walk ability are important parts but not the only parts. We need to remember to keep the mixed use part in the discussion. Do you just want a sea of apartments and condos maximizing the density or do you want the retail, offices and service uses "mixed" in the project that the residents therein can use? Holding religiously to the maximizing the dirt by requiring more vertical development on this site with retail on the lower levels creates a more urban feel but may be many years in coming before the market warrants such a site plan. In the meantime, the basic grid pattern of the streets which is an important part of the plan has been maintained.

My last point is the economic development potential of the site plan. While it is not perfect (nothing is), McDonalds would be a significant draw to the area. The long term plan for the area north of this site is for an office park. The interest in and development of that site is not going to occur until there are more people in the area who "discover" the area and see the activity happening therein.

You will note that most of my comments have not been ordinance or site plan specific and that was by design. I merely meant to give you an alternative opinion as you consider the policy and land use implications of your decision.

Respectfully Submitted



Dave Millheim  
City Manager

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**SPARCs& Planning Department's Comments for Park Lane Commons**

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**From :** Christy Alexander  
<calexander@farmington.utah.gov>

Wed, Oct 03, 2012 10:55 PM

📎 3 attachments

**Subject :** SPARCs& Planning Department's Comments for  
Park Lane Commons

**To :** Scott Harwood <scott@thehawscompanies.com>,  
Doug Thimm <dthimm@archnexus.com>, David  
Abraham <dabraham@archnexus.com>

**Reply To :** Christy Alexander  
<calexander@farmington.utah.gov>

**The SPARC's comments:**

Sidewalks need to be shown along station parkway from Park Lane all the way to the north of the project site. Parking needs to be in the rear of buildings: the building closest to Park Lane should front Grand Avenue and provide parking in the rear with no curb cuts off of Grand Avenue in order to provide for a pedestrian-friendly atmosphere. McDonalds & their drive-thru lane needs to be reconfigured or sited somewhere else on the property as the building needs to abut Station Parkway and Grand Avenue providing a strong street corner and the SPARC opposes amending the ordinance for this project to allow for the drive-thru lane along that street corner. Market Street could become more of a drive aisle for the parking lot. Street Trees shall be consistent along all streets and conform to the zoning ordinance (See Chapter 42-Urban Forestry). They don't see the parking lot (motor court) serving as a good public use or pedestrian friendly open space, therefore, the sidewalks and paths along Station Parkway, Grand Avenue and Broadway should reinforce the pedestrian connections/circulation patterns. Bicycle parking is good but it would be nice to see racks in front of each building front. They are somewhat opposed to having curb cuts along Grand Avenue, would like to see the vehicular circulation off of Broadway and Market Street, the distance between Station Parkway and Broadway is not that wide and curb cuts would detract from the pedestrian "promenade" vision that the regulating plan calls for. They liked the architectural styles of the buildings and materials used, mostly the major issues were with the site planning itself. They would like to see a more detailed landscape plan as well.

I've attached an example site plan of a drive-thru that would more appropriately fit our ordinance along the major street corners. Also attached is a rendering of a site plan the SPARC thought would work better. They would like to see alternatives to the site plan already submitted.

**Planning Department's comments in addition to SPARC's: -Please see attached acknowledgement letter -Revisions required are stated below:**

**11-18-101(1)(b)(5.) TMU Mixed Use District:**

"...is intended to be developed in a manner that promotes walkability..." "Retail uses are allowed provided that they can be designed without compromising walkability within the district."

**11-18-101(1)(d) Development Guidelines and Standards**

"...the private development frames the public space of the streets and along with integrated streetscape and landscaping elements, will help to create a cohesive community."

**11-18-104(3)(d) Sidewalks**

Sidewalks shall be provided on both sides of each motorized street. - You don't show any on Station Parkway. We will require sidewalk from Park Lane all the way north.

**11-18-106(2)**

Offstreet parking for vehicles shall not occupy any space located between the primary street on each zone or building lot. - Building 2 does not meet these standards.

**Front Required Build to Range**

TMU: 0 feet minimum to road, 10 feet maximum-distance building can be setback. - McDonalds doesn't meet this nor does buildings 2, 3, & 5.

**Building Siting- Minimum Lot Frontage**

None of the buildings meet the TMU lot frontage of 75% for Local roads and 80% for Collector

Please also provide the % of open space, I didn't see this calculated although it looks like you have enough.

\*Do you have a more detailed landscaping, lighting, and screening plans?

**Bufferings and Transitions**

8. Rear facing buildings, loading docks, service entries, or overhead doors are not allowed on primary street facades. - Buildings 1,2,3,&5 do not comply.

**Entrances and Pedestrian Access**

6. Each building on a lot with street frontage shall have a primary entrance either facing or clearly visible and accessible from the public street.

7. Entrances shall be accessible to the public as a regular building entry from the public sidewalk.

**Fenestration**

Please provide percentages of fenestration on facades

\*We need the sequence and timing of project construction.

\*A sign plan must be submitted- We need a more detailed sign plan than what you included in the plans.

**11-18-110 Off-Street Parking Space Standards**

(b)(1) parking lots that are located on a building or zone lot are permitted only in side and rear yards

See all of Pages 32 & 33 for parking standards - Parking lots can not be near major



## Planning Commission Staff Report November 1, 2012

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### Item 7a: Park Lane Commons Alternative Review Process for Additional Project Master Plan

|                           |   |
|---------------------------|---|
| Public Hearing:           | Yes   |
| Application No.:          | PMP-2-12  |
| Property Address:         | Approximately Station Parkway & Grand Avenue        |
| General Plan Designation: | Transportation Mixed-Use                            |
| Zoning Designation:       | TMU (Transit Mixed-Use)                             |
| Area:                     | Approximately 3 Acres                               |
| Number of Lots:           | 2   |
| Property Owner:           | Farmington Square LLC & Daufuskie Investments II LC |
| Agent:                    | The Haws Companies                                  |

*Request: Applicant is requesting an "Alternative Approval Process" for approval of a supplementary "additional project master plan" (Park Lane Commons) for the approved Park Lane Project Master Plan.*

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#### **Background Information**

The City approved the 33 acre Park Lane Commons Project Master Plan (PMP) by development agreement on February 11, 2010, and reinstated it on June 28, 2010. The 11 acre Park Lane Village PMP is a "subset" of the larger Park Lane Commons PMP. Ernie Willmore could not develop the Village as initially proposed, because he wanted (among other things) private streets which Chapter 18 does not allow. Therefore, by agreement as per Section 11-18-114 the city approved the Village PMP allowing Ernie his private streets. This agreement was also approved on February 11, 2010, amended on April 20, 2010, and reinstated on June 30, 2010. Scott Harwood, of The Haws Companies recently submitted for the City's consideration a 3 acre PMP within the 33 acre site at Grand Avenue and Station Parkway (see attached illustrations). This 3 acre PMP was reviewed by the SPARC and City Staff, and staff notified the developer, informing him of all the violations/inconsistencies (see attached) between his proposed PMP and the ordinance. The first development agreement for the entire 33 acres only enables one to apply to develop smaller areas within the 33 acres as per Section 11-18-114 (ie. smaller than 25 acres required by ordinance). And to follow the process to do so—one must submit a development agreement specific and related to the smaller PMP (see the attached paragraph (c) of Section 11-18-114). The developer has now brought in a supplemental development agreement in addition to the proposed plans for the 3 acre site to the City for these reasons. The developer seeks variances to the ordinance violations by going about the "Alternative Approval Process."

There are multiple violations of the Transit Mixed-Use District ordinance found in the proposed plans that give merit to denying this application (see attached email from Christy Alexander to Scott Harwood dated October 3, 2012). To help you become familiar with mixed-uses and transit-oriented developments, a brief summary may be key here. The sheer definition of a transit-oriented development (TOD) is that it is a mixed-use residential and commercial area designed to maximize access to all modes of transport, be it more so public transit, bicycles, and pedestrians as well as for motor vehicles. A TOD neighborhood typically has a center with a transit station or stop, surrounded by relatively high-density development with progressively lower-density development spreading outward from the center. TODs generally are located within a radius of one-quarter to one-half mile from a transit stop, as this is considered to be an appropriate scale for pedestrians. It typically contains specific features that are designed to encourage public transport use and differentiate the development from urban sprawl. Examples of these features include mixed-use development that will use transit at all times of day, excellent pedestrian facilities such as high quality pedestrian crossings, narrow streets, and tapering of buildings as they become more distant from the public transport node. Another key feature of transit-oriented development that differentiates it from "transit-proximate development" is reduced amounts of parking for personal vehicles.

The City Staff and former and current Councils have seen the great potential that lies in our current mixed-use zones as it surrounds one of the major Frontrunner stations in the region. With this in mind and with understanding demographic and economic trends, the City began to plan for the future by creating the Regulatory Plan that is in place now along with Chapter 18 of the zoning ordinance outlining design/development standards and guidelines to properly shape the development of our mixed-use zones. This project site sits in the hub of our most dense zone (Transit Mixed-Use (TMU) zone), situated next to a major multi-family housing complex and is ripe to develop in the same dense manner and could potentially be developed to 6-8 stories tall as the city had envisioned. The project as proposed would be a single story horizontal mixed-use development consisting of restaurants, office and retail. Attached is the narrative that the developer has submitted for the project along with design drawings for your review. The City's Site Plan and Architectural Review Committee (SPARC) has convened a couple of times to review the plans and provide comment as well. On our SPARC Committee we have a landscape architect/planner consultant, Planning Staff, a member of the Planning Commission who is an architect, and a member of City Council. They have also met with the developer to discuss the plans and have suggested alternative plans that would function appropriately within the guidelines of the zoning ordinance, i.e. siting McDonald's on the opposite corner, situating it another way to provide an appropriate drive-thru aisle that doesn't front the major street corner; however the developer has stated that the proposed plan is what they would like to submit for approvals for their own reasoning.

Please see and thoroughly read the attached detailed list of ordinance violations in the attached email from Christy Alexander to Scott Harwood dated October 3, 2012. The developer took note of the SPARC's and Staff's comments and made a couple changes, but not all as requested. The major issues that are still unresolved involve the following:

The buildings on the corners of Grand Ave and Station Parkway should be built to the street with less than 10 feet of setbacks, all parking should be in the rear of the building lots and not visible from the street to provide for strong street corners and an integrated pedestrian corridor along Grand Avenue. Grand Avenue was determined to be the major pedestrian promenade throughout the TMU and mixed-use zones. The way to accomplish this is by building to the street with window walls along each building and front doors facing the sidewalks/streets and providing appropriate street furniture, i.e. outdoor seating, lighting, landscaping and a consistent sidewalk pattern. By siting the McDonald's along the major street corner and

designing the drive-thru window aisle in between the sidewalk and building, this does not conform to our ordinance nor does it provide for a pedestrian-oriented atmosphere. Staff and the SPARC did not find issues with architectural styles/quality, merely issues were found with site planning which does not conform to the City's ordinance. More detailed landscape, screening and lighting, and signage plans would also be appropriate. The lack of sidewalks along Station Parkway were negotiated and the developer had agreed to implement sidewalks beginning at Grand Avenue going north with a public improvement extension agreement being placed on the section going south to Park Lane for a potential future redesign of Park Lane including sidewalks there. As noted in the attached narrative, the developer claims that "opinions were expressed" referring to staff comments; however this must be clarified that the City's zoning ordinance is not "opinions" and as such are the codes the City has put in place from sound planning practices to ensure proper development will occur in appropriate places. As such it is the Planning Commission's duty to hear out the developer's requests of variances and respective reasonings and determine a recommendation for City Council.

**Suggested Motion:**

Move that the Planning Commission does not recommend that the City Council approve the supplementary "additional project master plan" as submitted.

**Findings for Approval:**

- a. The proposed use does not comply with all regulations and conditions in the Farmington City Zoning Ordinance for this particular use;
- b. The proposed use does not conform to the goals, policies, and principles of the Comprehensive General Plan;
- c. The proposed use is not compatible with the character of the zone, site, adjacent properties, surrounding neighborhoods and other existing development;
- d. The location does not provide adequate utilities, transportation access, drainage, parking and loading space, lighting, screening, landscaping and open space, fire protection, and safe and convenient pedestrian and vehicular circulation.

**Supplemental Information**

1. Vicinity Map
2. Email from Christy Alexander to Scott Harwood dated October 3, 2012
3. Park Lane Commons additional project master plan & narrative

**Applicable Ordinances**

1. Chapter 7 – Site Development Standards
2. Chapter 18 – Mixed-Use Districts
3. Chapter 32 – Off-Street Parking, Loading, and Access
4. Chapter 42 – Urban Forestry

street corners -as is shown for Building 2

Staff would be supportive of Joint Use Parking Areas within this project site. See 11-32-103(7)

**11-18-111 Landscaping and Street Furniture Standards**

Follow the street tree standards provided in this section

Provide a lighting plan that complies to the standards herein

Benches shall be placed along all principal and promenade streets at a minimum of 3 per block face.- I didn't see any on the plans

Bike racks shall be placed on every block face- need to provide one or two more.

Please let me or Dave know if you have any questions on these ordinance standards.

Thanks,

Christy

**CHRISTY J. ALEXANDER**

**ASSOCIATE CITY PLANNER | URBAN DESIGNER**

FARMINGTON CITY | 160 S MAIN ST | FARMINGTON, UT 84025

OFFICE 801.939.9220 | FAX 801.451.2747

[www.farmington.utah.gov](http://www.farmington.utah.gov)

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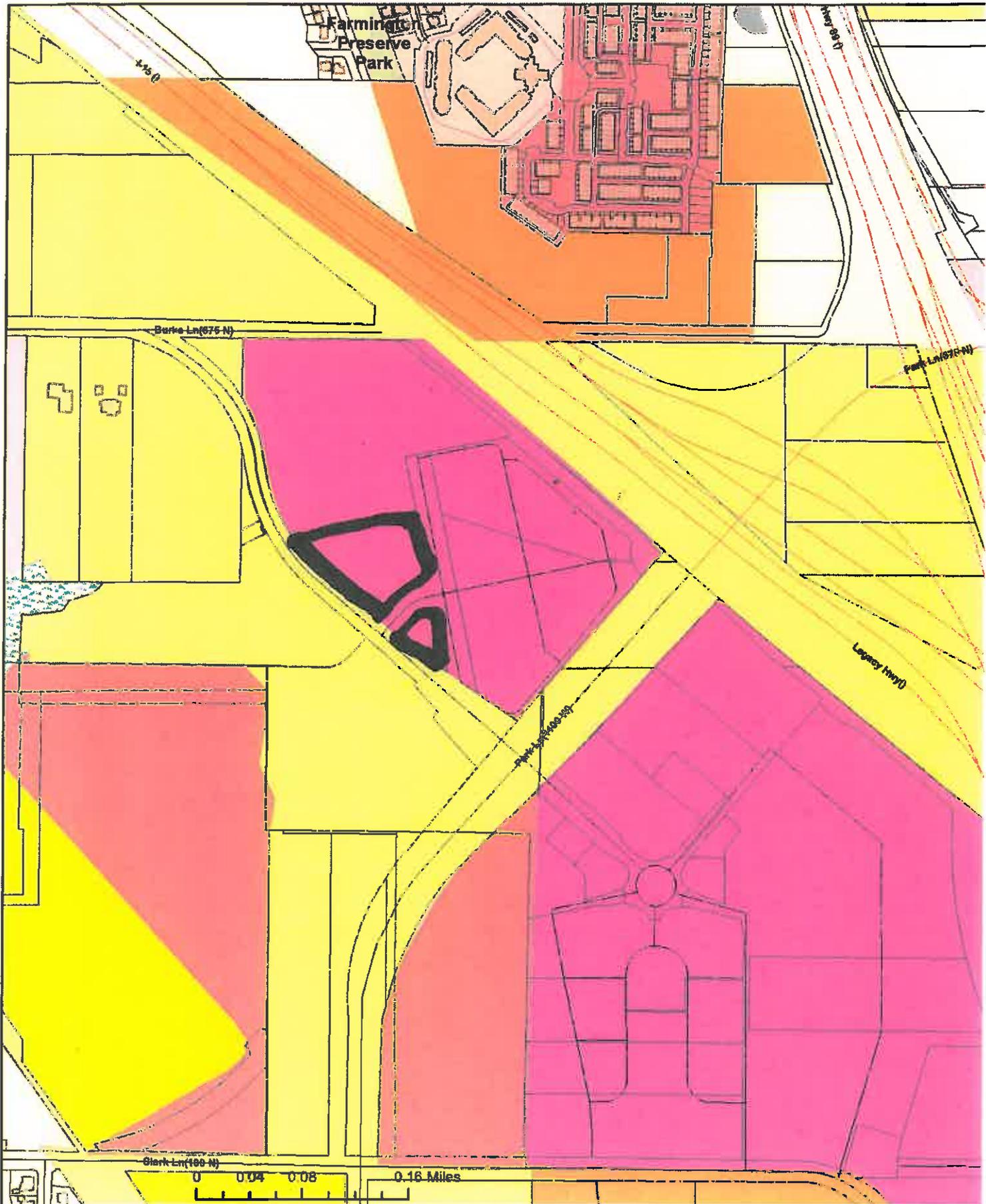
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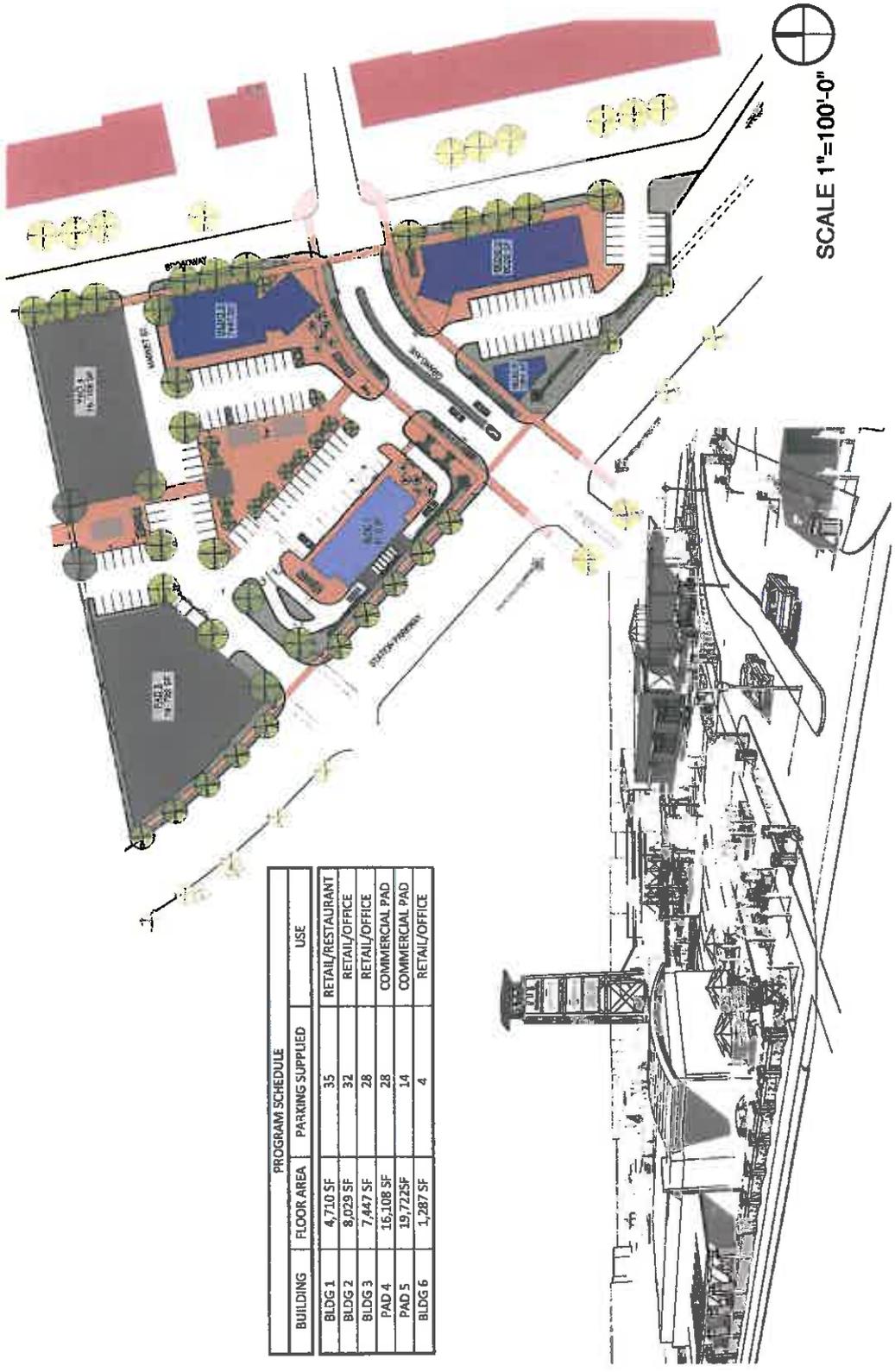


# Farmington City Park Lane Commons



Date: 02/21/11

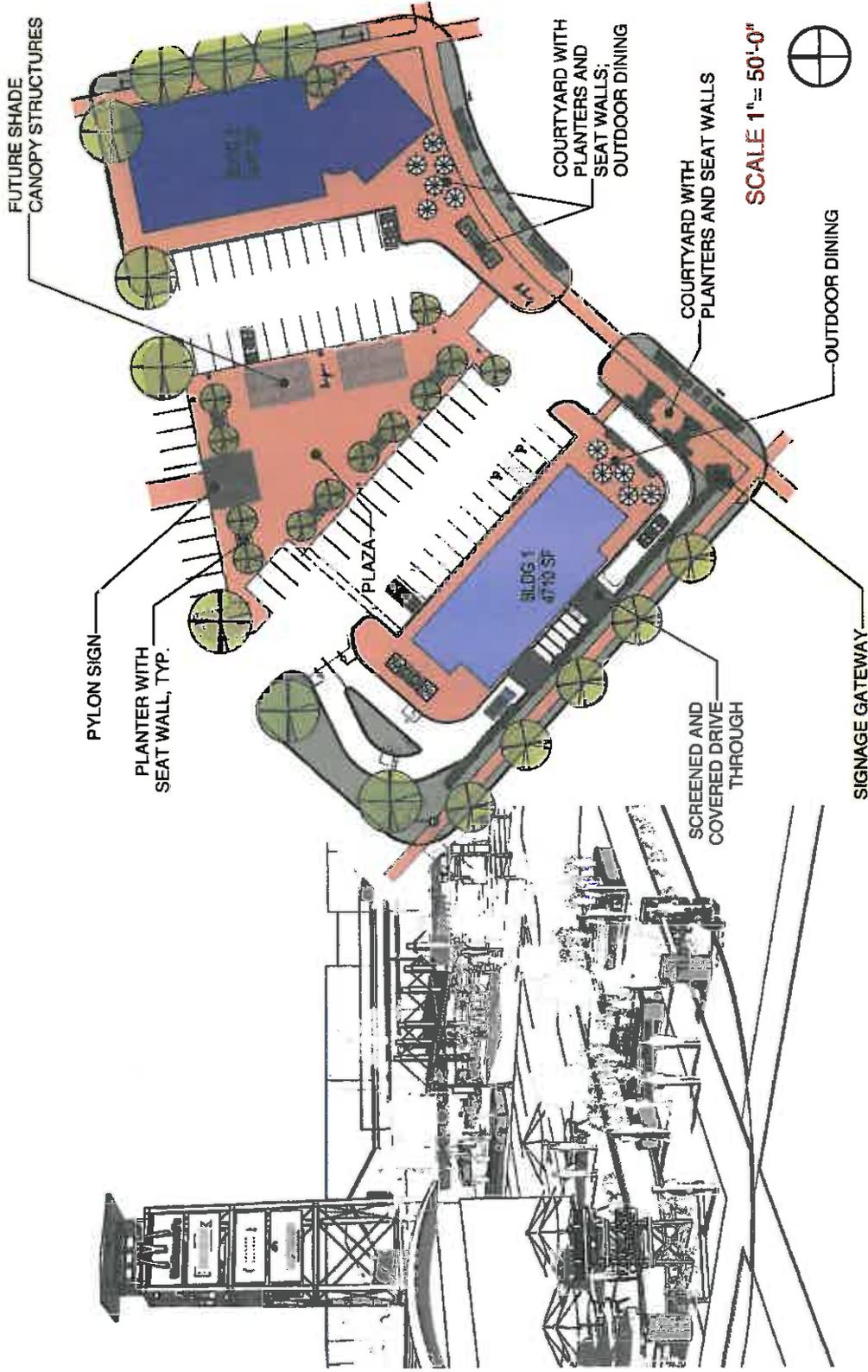




| PROGRAM SCHEDULE |            |                  |                   |
|------------------|------------|------------------|-------------------|
| BUILDING         | FLOOR AREA | PARKING SUPPLIED | USE               |
| BLDG 1           | 4,710 SF   | 35               | RETAIL/RESTAURANT |
| BLDG 2           | 8,029 SF   | 32               | RETAIL/OFFICE     |
| BLDG 3           | 7,447 SF   | 28               | RETAIL/OFFICE     |
| PAD 4            | 16,108 SF  | 28               | COMMERCIAL PAD    |
| PAD 5            | 19,725 SF  | 14               | COMMERCIAL PAD    |
| BLDG 6           | 1,287 SF   | 4                | RETAIL/OFFICE     |

> CONCEPTUAL LAND USE WITH SQUARE FOOTAGE



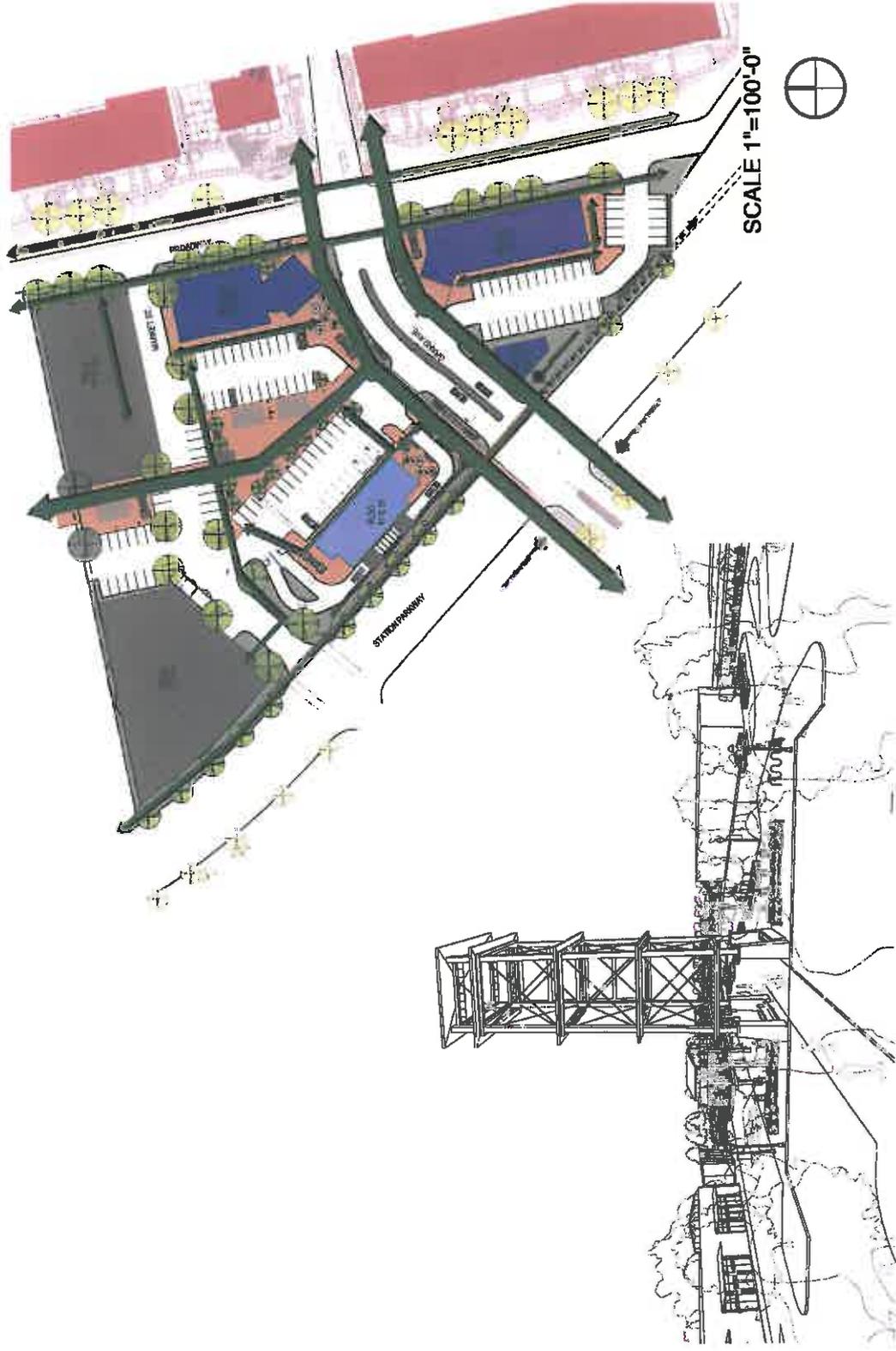


> LAND USE - PLAZA DETAIL

Park Lane Commons  
Farmington, Utah  
OCTOBER 19, 2012

**PARK LANE**  
COMMONS

COMPLANNING  
**THE HAWKS**  
COMPANIES  
ARCHITECTURAL  
**nexus**



SCALE 1"=100'-0"



> CIRCULATION PLANS - PEDESTRIAN





## Project Master Plan (PMP) Narrative Submittal

**Date: October 10, 2012**

**Project: Park Lane Commons**

**Developer: The Haws Companies**

This submission is being made under the "Alternative Approval Process; Development Agreement" outlined by the Farmington City Zoning Ordinance section 11-18-114. This is a Supplementary "Additional Project Master Plan" as outlined by the Development Agreement dated June 28, 2010 for the Approved Park Lane Project Master Plan (PMP). The intent of this submission is to further define the uses and their relationships to the adjacent areas and to provide additional detail to the Approved PMP for a small area of the Approved PMP. This area is known as Park Lane Commons.

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

The basic land uses remain unchanged and include commercial retail, food service and office development. The building envelopes, layouts, and architectural character are defined on the accompanying exhibits. The site area affected by this additional master plan is slightly more than 3.0 acres. The site planning of the development depends on the building footprints defining the circulation paths and public spaces intended to make this a unique place. Open space for the public is set-aside in the heart of the development in the form of a pedestrian plaza surrounded by a friendly multi-modal plaza which provides a pedestrian connection to Grand Avenue with purposefully calmed automobile traffic due to its geometry and providing convenient parking for the commercial enterprises. The Open Space exceeds 20% of the site area.

The planning intentionally creates a "people space" that is open and inviting as it faces Station Parkway and celebrates its connection to the public pathway system encouraging hikers and bikers to pass through or linger in a central amenity Marketplace, rather than placing them at risk out on Station

Architectural Nexus, Inc.  
 www.archnexus.com

**SALT LAKE CITY**  
 2505 East Parleys Way  
 Salt Lake City, Utah 84109  
 T 801.924.5000

**SACRAMENTO**  
 1990 Third Street  
 Suite 500  
 Sacramento, CA 95811  
 T 916.433.5911

**PLACERVILLE**  
 778 Pacific Street  
 Placerville, CA 95667  
 T 530.626.1810

**PRINCIPALS**

David L. Cassil, AIA  
 Mark A. Davis, AIA  
 Charles D. Downs, AIA  
 Jon A. Erdmann, AIA  
 Donald T. Finlayson, ACHA, AIA  
 David N. Fleicher, AIA  
 Thomas C. Jensen, AIA  
 Kenner B. Kingston, AIA, LEED®  
 Scott A. Larkin, ACHA, AIA  
 Peter Moyse, AIA, LEED®  
 Timothy F. Thomas, AIA  
 Douglas A. Thimm, AIA, LEED®

Douglas L. Banks, AIA  
 Julie Berreth, AIA, LEED®  
 Bradford R. Busath, AIA, LEED®  
 Brian Cassil, ASAI  
 Michael Costantino, NCIDQ, LEED®  
 Jeffery L. Davis, AIA, LEED®  
 Jeffrey B. Gardner, AIA, LEED®  
 Robb Harrop, AIA  
 Lanny Herron, AIA  
 David Irons, AIA, SE, LEED® AP  
 Alan Cahima, AIA  
 Bob Petroff, AIA  
 Dan Roberts, ASLA, APA, IA, NPPS  
 Michael Ryan, AIA  
 W. Jeffrey Thorpe  
 Carlos R. Setterberg, AIA, LEED®  
 Joseph Yee, AIA



Parkway competing with automobile traffic. Depending on the day and time, this Marketplace may be either active with a Farmers' Market; passive with shaded gathering areas; or transitory acting as a connection for the trail system to future medium density residential development to the north. The plaza becomes a pleasant venue to enjoy outdoor dining complementing the surrounding commercial ventures as well as serving as a rest stop for commuters who have taken advantage of the proximity to the commuter rail and pathway system.

This "Marketplace" and, for that matter, the whole district receives identity in the form of an iconic tower which also serves as a 75' to 85' pylon announcing the presence of the commercial entities. The site planning also includes development of a vernacular of queuing with "gateway" features at the entrance off of Station Parkway along with scaled entry elements at other ingress points. Additionally, care has been taken with building placement and design, for example, developing featured building elements forming a "gateway" straddling Grand Avenue, with a view corridor preserved from Park Lane down into the project. The intent being to create a harmonious blend of mixed uses to complement the recently completed residential units nearby and the future development to come by providing connections and walkability for all users.

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

The general pattern of onsite circulation of primary auto, bicycle, pedestrian and transit connections within the area to other areas remains consistent with the Approved PMP. The build-out of the structures establishing this pattern will occur in phases, with individual applications made for each building as the market place allows for their development, there may be minor variations in the final design to each of these buildings based on the actual tenants needs.

**The Building and Site Statistics for the project include:**

**Site Area – Approximately 3.0 acres**



**Building Information:**

**Building 1**

Use: Commercial Retail/Restaurant  
Area: 4,700 sq ft (approximately)  
Height: Single story less than 30'

**Building 2**

Use: Commercial Services/  
Retail/Restaurant  
Area: 8,000 sq ft (approximately)  
Height: Single story less than 30'

**Building 3**

Use: Commercial Services/  
Retail/Restaurant  
Area: 7,050 sq ft (approximately)  
Height: Single story less than 30'

**Building 4**

Use: Commercial Services/  
Retail/Restaurant  
Area: 10,000 sq ft (approximately)  
Height: Single story less than 30'

**Building 5**

Use: Commercial Services/  
Retail/Restaurant  
Area: 3,500 sq ft (approximately)  
Height: Single story less than 30'

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

The proposed development reinforces the connectivity and walkability of the District while also recognizing the inevitable automobile needs for circulation and parking. The primary transportation analysis remains consistent with the Approved PMP. Additional refinement within the development is described in the accompanying exhibits.

**iii. Major storm water drainage and management, water quality systems, major utilities, open space or land use issues;**



**discussion of how such issues will be addressed as development proceeds.**

The primary major storm water drainage and management, water quality systems, major utilities, and open space or land use issues remain consistent with the Approved PMP. Additional refinement within the development is described in the accompanying exhibits.

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

This development is intended to compliment both the existing as well as future development at its edges. The project respects the District by blending a mix of uses in creating a connected neighborhood fabric. The proposed development standards at the edge of the PMP remain consistent with the Approved PMP.

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

Park Lane Commons is in the process of conceptual design with the intent that it will be built out over a period of time beginning the spring of 2013 with build-out to occur as the market allows.

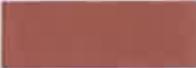
**vi. Discussion of the incorporation of existing structures, if any, in future development plans.**

This portion of the Approved PMP contains no existing structures other than street and sidewalk improvements along with utility stubs. These are to be incorporated into the development of Park Lane Commons as development occurs.

**vii. Other information as required by the PMP rules and regulations.**

There are no other items of information required by the PMP rules and regulations, to the best of our knowledge.

**Further information as described in the application:**



The signage and lighting and landscaping are currently outlined to a conceptual level. Specifics regarding signage types and sizes along with planting lists and light fixture types will be further defined in building permit packages for each building. Additionally, as tenants are defined as well as building entrances and final design is completed, these items will be further refined.

Also, coordination with Farmington City will continue as we have submitted under the Alternative Approval Process of Zoning Ordinance section 11-18-114 allowing the Project Master Plan to “supersede and be inconsistent with the provisions of Sections 11-18-112 (Master Development Guidelines), and 11-18-113 (CAMP), and with the provisions of section 11-18-106 (Building Form & Site Envelopment Standards.)” The City has requested an outline of the areas of variance from these sections of the ordinance, as follows:

**Sidewalks are not provided along Station Parkway from Park Lane all the way to the north of the project site.**

The street section for Station Parkway as outlined by the zoning ordinance provides for a single lane of traffic, bike lane and sidewalk. However, the roadway cross section has been revised and installed as shown in the original development agreement. The revised section no longer includes a dedicated bike lane or sidewalk to accommodate higher intensity vehicular usage. This submission provides for calmed vehicular movement, paseos and sidewalks internal to the development to provide a safe environment for all modes of transportation, including pedestrians and bikes.

**Parking needs to be in the rear of buildings: the building closest to Park Lane should front Grand Avenue and provide parking in the rear with no curb cuts off of Grand Avenue in order to provide for a pedestrian-friendly atmosphere.**

The geometry of the regulatory plan as approved in the original PMP results in lot configurations causing the need for alternative solutions. Simply put, with the small



triangular parcel shapes, there is no possible way to layout the buildings in such a way as to satisfy all the provisions without some form of compromise. This submission establishes an economically sustainable approach to the building layout given the need to provide an alternative to the base zoning guidelines. Sensitivity has been given to create strong corner anchor structures defining a gateway at Grand Avenue. Per base zoning guidelines, parking can be accommodated at the sides of the building.

**McDonalds & their drive-thru lane needs to be reconfigured or sited somewhere else on the property as the building needs to abut Station Parkway and Grand Avenue providing a strong street corner and the SPARC opposes amending the ordinance for this project to allow for the drive-thru lane along that street corner.**

To address this variance, this submission provides for a screen wall, colonnade, and extended roof to create a building face element between the Station Parkway and the drive-thru lane of McDonalds. Also, to encourage and foster pedestrian activity, the McDonalds Drive thru is further buffered with a courtyard element defined by a planter and seat wall in the area between the building and Grand Avenue, functioning as an extension of the outdoor dining or simply function as pedestrian rest space. As described in 11-18-114, paragraph (c) the uses, densities, intensities are consistent with the TOD zone. Additionally, Drive thrus are permitted as part of the base zoning ordinance, with special use review.

**Market Street could become more of a drive aisle for the parking lot.**

This submission defines Market Street as a drive aisle, with intentionally calmed vehicular traffic.

**Street Trees shall be consistent along all streets and conform to the zoning ordinance (See Chapter 42-Urban Forestry).**



The intent is to provide street trees along as defined by the zoning ordinance. The irregularity of the shape of the property does cause some minor inconsistency in the tree pattern. The tree pattern becomes more regular as the geometry of the site allows.

**Opinions have been expressed that the central plaza space may serve as a good public use or pedestrian friendly open space; therefore, the sidewalks and paths along Station Parkway, Grand Avenue and Broadway should reinforce the pedestrian connections/circulation patterns.**

We agree that Grand Avenue and Broadway are strong elements of circulation patterns and connections and this submission addresses this condition. We also feel that there is a need to develop a connection to the eventual development to the north in the form of a connection that will become an intuitive path through the plaza space into the fabric of the neighborhood to the north. This need is reinforced by the two lane each way roadway configuration that has occurred along Station Parkway. Station Parkway has been approved as part of the development agreement with a more intensive vehicular usage and has been constructed in a vehicular dominant contradicting the base zoning ordinance. The revised section no longer seems to include a dedicated bike lane or sidewalk in order to accommodate higher intensity vehicular usage. This submission provides for calmed vehicular movement internal to the development to provide a safe environment for all modes of transportation, including pedestrians and bikes.

**Bicycle parking is good but it would be nice to see racks in front of each building front.**

Additional emphasis will be placed on bike rack configurations/locations, and once building tenants and entrances are further defined, this will be reviewed with planning staff during the building permit process.

**Opinions have been expressed over having curb cuts along Grand Avenue, with a preference for vehicular**



**circulation off of Broadway and Market Street, the distance between Station Parkway and Broadway is not that wide and curb cuts would detract from the pedestrian "promenade" vision that the regulating plan calls for.**

The base zoning ordinance encourages curb cuts at the secondary streets but does however, it does not disallow a curb cut on the promenade. Also, the parking configuration is acceptable per 11-18-110, part 1(B). The design is intended to encourage pedestrian activity along Grand as well as internal to the development heading north. Also, turning movements at Grand Avenue will be calmed by "right in - right out" only circulation forced by the center median that is in place.

**An opinion was expressed that an alternative site layout of a drive-thru that would more appropriately fit the base ordinance along the major street corners.**

One suggested alternative illustrated a drive thru for an ATM. This approach is not as successful for food service and the end result could be undesirable car queuing blocking the drive lane to Grand Ave. Another suggestion introduces an additional driveway that is in extremely close proximity to the Market Street driveway and would not be a recommended solution. The current submission provides for a screen wall, colonnade, and extended roof to create a building face element between the Station Parkway and the drive-thru lane of McDonalds Also, to encourage and foster pedestrian activity, the McDonalds Drive thru is further buffered with a courtyard element defined by a planter and seat wall in the area between the building and Grand Avenue allowing for outdoor dining to extend beyond the drive thru or simply function as pedestrian rest space.

**SPARC provided a rendering of a site plan for consideration.**

We have reviewed the rendering that was provided. As we have pointed out in our other remarks, due to the geometry of the site, there is a need for compromise to some degree. The proposed rendering orients the back



side of a building and a parking field in such a way as to make these the first prominent features encountered as you travel north of Park Lane on Station Parkway, which is not a preferred layout and also compromises specific requirements of the base zoning ordinance. Due to the geometry of the parcels, and the practical needs of the intended tenants, we carefully considered where the compromises needed to be made and have reinforced the base zoning ordinance whenever possible throughout the site with the ultimate goal of economic sustainability; a benefit to all stakeholders including the surrounding community, the developer, the tenants and the city. We feel that the submission has provided for interest in developing site continuity with intuitive lines of the circulation and plaza spaces. The prominent architectural feature of Building 2 addresses Grand Ave. We also felt that this solution is more sustainable and attractive for tenants.

**The opinion was expressed that 11-18-101(1)(b)(5.) TMU Mixed Use District:"...is intended to be developed in a manner that promotes walkability..." "Retail uses are allowed provided that they can be designed without compromising walkability within the district."**

We agree, and the submission provides for paseo/plaza space along the street and internal to the site. We are promoting multimodal transportation, including walkability.

**The opinion was expressed that 11-18-101(1)(d) Development Guidelines and Standards "...the private development frames the public space of the streets and along with integrated streetscape and landscaping elements, will help to create a cohesive community."**

We agree, as the layout provides for a framed the public space safely from the street as well as the pedestrian plazas and walkways internal to the project. The submission also creates additional cohesiveness with the neighborhood by introducing a "people space" and additional multi-modal connections to adjacent property.



**It was noted that 11-18-104(3)(d) Sidewalks shall be provided on both sides of each motorized street. - You don't show any on Station Parkway. We will require sidewalk from Park Lane all the way north.**

A mentioned previously, the base zoning ordinance requires a single lane of traffic, bike lane and sidewalk. However, an alternative roadway cross section has been revised and approved as part of the development agreement and has been constructed. The revised section no longer includes a dedicated bike lane or sidewalk to accommodate higher intensity vehicular usage. This submission provides for calmed vehicular movement internal to the development to provide a safe environment for all modes of transportation, including pedestrians and bikes.

**It was noted that 11-18-106(2) Off-street parking for vehicles shall not occupy any space located between the primary street on each zone or building lot. - Building 2 does not meet these standards.**

The geometry of the regulatory plan as approved in the original PMP results in lot configurations causing the need for alternative solutions. This submission makes provision for an economically sustainable approach to building layout given the need to provide alternatives to the base zoning ordinance for some portion of the site. Parking can be to the side of the building. Ordinance encourages minimized number of curb cuts. Parking is acceptable per 11-18-110, part 1(B)

**It was noted that Front Required Build to Range TMU: 0 feet minimum to road, 10 feet maximum-distance building can be setback. -McDonalds doesn't meet this nor does buildings 2, 3, & 5.**

To encourage and foster pedestrian activity, the McDonalds Drive thru has a porte-cochere integrated as part of the building design, which screens the lane from Station Parkway. This approach is also intended for Building 5. This approach provides for a courtyard plaza



including a planter with integrated seat walls and ample sidewalk depth, which serves as an extension of the outdoor dining or informal rest space. This submission provides for strong gateway corner anchors and defined plaza/pedestrian spaces.

**It was noted with regard to Building Siting- Minimum Lot Frontage, none of the buildings meet the TMU lot frontage of 75% for Local roads and 80% for Collector streets.**

Irregular lot size creates challenges for matching street frontage and providing zone required parking. The buildings were sited to address the streets and the central plaza pedestrian circulation space that is internal to this site and to create view corridors that are complimentary to the whole project.

**It was noted with regard to Bufferings and Transitions**

**Rear facing buildings, loading docks, service entries, or overhead doors are not allowed on primary street facades. - Buildings 1,2,3,&5 do not comply.**

We believe that the submission was misinterpreted. Building 1 is serviced from the parking area. Buildings 2 3 & 5 are served from Broadway which is a secondary rather than primary street façade.

**It was noted with regard to Entrances and Pedestrian Access**

**6. Each building on a lot with street frontage shall have a primary entrance either facing or clearly visible and accessible from the public street.**

**7. Entrances shall be accessible to the public as a regular building entry from the public sidewalk.**

This condition is met with the current design. Primary building entrances are visible and accessible from Grand Ave.

**It was noted with regard to fenestration that percentages of fenestration on facades are not provided.**



The building facades are conceptual and will evolve slightly when tenants are identified. As part of the Building Permit Submission, detailed calculations of fenestration elements will be provided. The drawings submitted provide evidence of a creative fenestration program for the project.

**It was noted with regard to 11-18-110 Off-Street Parking Space Standards (b)(1) parking lots that are located on a building or zone lot are permitted only in side and rear yards**

**See all of Pages 32 & 33 for parking standards - Parking lots can not be near major street corners -as is shown for Building 2 Staff would be supportive of Joint Use Parking Areas within this project site. See 11-32-103(7)**

Signage gateway and open space are the major features on the corner of Grand and Station Parkway, not parking. Landscaping screens parking. The geometry of the regulatory plan as submitted in the approved PMP results in lot configurations causing the need for alternative solutions. This plan makes provision for an economically sustainable approach to building layout given the need to provide alternative to the ordinance for some portion of the site. Parking can be to the side of the building. Ordinance encourages minimized number of curb cuts. Parking is acceptable per 11-18-110, part 1(B)

**11-18-111 Landscaping and Street Furniture Standards**

**Follow the street tree standards provided in this section**

**Provide a lighting plan that complies to the standards herein**

**Benches shall be placed along all principal and promenade streets at a minimum of 3 per block face. Bike racks shall be placed on every block face- need to provide one or two more.**

Additional emphasis will be placed on bike rack configurations/locations, and once building tenants and



entrances are further defined, this will be reviewed with planning staff during the building permit process.

**SUPPLEMENTAL  
INFORMATION  
PROVIDED BY  
DEVELOPER**

November 6, 2012

Farmington City  
C/O: Dave Millheim, Mayor & City Council  
160 South Main  
Farmington, UT 84025

*Electronic Delivery*

Re: PMP Submittal for Park Lane Commons

Dear Dave, Mayor & City Council:

We are excited to present to you the proposed PMP for Park Lane Commons, which is attached. Our team has been involved with this preparation for the past 12 months, and has been working with the City Staff, SPARC and DRC. Here are some key points for your consideration and hopeful approval of our request:

1. The Team assembled includes Doug Thimm and David Abraham of Architectural Nexus – Doug was one of the original principals in the design of Station Park and has the history of this area. Nexus has been sensitive to the City's ordinances and intent of the overall master planning for the TOD area. They have experience in what actually works with this type of development and has designed within this PMP those characteristics – which we will discuss. In addition both Great Basin Engineering and Stonebridge Engineering have prepared drawings that fit within the existing infrastructure design of the site.
2. The design does comply with the Regulatory Street Plan.
3. The configuration of the land, which includes Parcel B of 3+ acres and Pad A of approx. 30,000 SF, are odd in shape and difficult to accommodate a design that is functional and sustainable while trying to meet all the constraints of the ordinances.
4. Section 114 of Chapter 18 of the Zoning Ordinance allows for an alternative approval process for property in excess of 25 acres. This PMP is within the original land area of an existing Development Agreement which anticipated a separate submittal on each phase of its development. Which this PMP submittal along with the simple Development Agreement is intended to do.
5. The design has focused on the walkability and connectivity to Grand Avenue – a special emphasis has been made for plazas and connections between the uses to allow for safe



interaction of patrons. While we feel that a sidewalk on Station Parkway is unsafe and we have provided alternative access through the site for safety, if the City Council requires this we are willing to accommodate it in our design up to Grand Avenue.

6. The public plaza and gateway features illustrated in our submittal create a theme and unique atmosphere that will set this area apart as a true mixed use development. We are willing to commit to the construction of these features within the first phase of construction.
7. The intended mix of uses will complement the existing development within the area. We have attached letters from Park Lane Village Apartments (324 families being represented) and that of Alliance Property Management requesting your approval. This proposed development will enhance their success and is certainly better than leaving the property vacant for the next many years. This is their front door and will be a major part of their success.
8. The zoning ordinance can be met with more multi-family apartments on this portion of land. We would prefer to not go in that direction. We feel that a mix of uses better compliments this area.
9. There has been concern expressed about having convenience food and McDonald's in this project. We feel quite the opposite. After significant research we have found that having the #1 Convenience Food provider in the world as a main attraction in our project will bring traffic and sustainability for all those associated with this development. In addition, McDonald's has been willing to provide architectural elements to their building and plaza areas that will make this very unique, above and beyond their normal design standards. The last thing we want to do is send a message to the marketplace that you are not wanted here.
10. Taking advantage now of the tenant interest to be in this project will allow for traffic and development to take notice of the "West Side" of Park lane. Right now only Park Lane Village exists. By making more people aware of shopping and uses on the West Side it will drive other interests for development and thus foster an increased tax base, sustainability and mixes of uses that will add to the interest of this area. We feel that waiting would be a huge mistake and that by taking advantage of the momentum created by Park Lane Village and Station Park will add to the excitement of this area. Empty raw land just doesn't do that.
11. We have reviewed our plans with CenterCal and they have been very complimentary of what we have planned.. We are under contract with them on a portion of the property we



Park Lane Commons – PMP Submittal  
November 6, 2012

own on the south side of Station Parkway – across from this parcel, which this development and mix of uses will be supportive of what they will eventually develop.

12. Finally, we have worked with the City Staff and feel we have met all of the logical requests made and those of the ordinance that this site can accommodate. We respect those concerns that have been noted to us, but feel that some have not been relative to market constraints (which affect sustainability) and many were their own personal opinions as to the intent of the ordinance. Our Company has been involved with this property for over 17 years now and we were part of the original design of the existing ordinance. We can strongly state that the intent of the ordinance is clearly met with this design and we have taken great care to insure that this proposed development is complimentary to what has been developed and will be around for a long, long time. We will be here for at least another 17 years and have as much at stake as anyone as to the concern for its success.

We appreciate your consideration and time to evaluate our proposal and look forward to working with the City in the eventual development of this project and many more in the future.

Sincerely,



Scott W. Harwood  
President

Attachments

Cc: Willmore Development  
Park Lane Village Partners  
Alliance Property Management  
CenterCal Properties – Craig Trottier

Attachments:

1. PMP
2. Park Lane Village Letter
3. Alliance Property Management Letter
4. Architectural Nexus Letter

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1200 W. Red Barn Lane • Farmington, UT 84025

[www.thehawscompanies.com](http://www.thehawscompanies.com)





**BONNEVILLE  
MORTGAGE COMPANY**  
A Q10 CAPITAL LLC PARTNER

November 6, 2012

City of Farmington  
C/O: David Millheim, City Manager  
160 South Main  
Farmington, UT 84025

Re: Park Lane Commons Development Proposal

Dear David, Mayor and City Council,

It has come to our attention that there are concerns as to the proposed development of Park Lane Commons. As the Managing Partner of Park Lane Village, a project with 324 households, we are supportive of what has been presented to the City for a number of reasons.

First, a mixed use project at our front doors will help us maintain high levels of leasing activity and ongoing interest in the project by prospective tenants. Second, having single story buildings of the quality and design that have been shown to us would create an attractive front entrance to our project without blocking the views of residents. Third, the tenant mix being proposed would be an additional benefit for our residents and would help retain residents and keep the project fully occupied. Certainly, all of this would be substantially better than leaving the property undeveloped.

We hope the City will be supportive this proposed project. We are available to answer any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MS', with a long horizontal flourish extending to the right.

Mark Schwendiman  
President





Mr. Dave Millheim  
 Farmington City Manager  
 160 South Main  
 Farmington, Utah 84025

November 7, 2012

Architectural Nexus, Inc.  
 www.archnexus.com

**SALT LAKE CITY**  
 2505 East Parleys Way  
 Salt Lake City, Utah 84109  
 T 801.924.5000

**SACRAMENTO**  
 1990 Third Street  
 Suite 500  
 Sacramento, CA 95811  
 T 916.433.5911

**PLACERVILLE**  
 778 Pacific Street  
 Placerville, CA 95667  
 T 530.626.1810

**RE: Park Lane Commons - PMP Submittal**

Dear Dave:

We appreciate the time that you have recently spent with our group throughout our discussions with the Farmington City planning staff for our project. During this process of meetings with the planning staff, we have felt that progress was being made with regard to developing an understanding of the Chapter 18 requirements with respect to this project. We have found that after the meetings occur, and we have made meaningful headway in our discussions, that the planning staff tends to revert to earlier findings rather than recognizing the points of the discussion that had occurred. We believe that it is important to point out that, with input from the planning staff, the design has been refined to accommodate the feedback received whenever possible. We value and appreciate that the Form Based zoning outlined by Chapter 18 of the Zoning Ordinance does lay the groundwork for development of the area in an "urbanly" sensitive approach to establishment of well-tied together neighborhood fabric.

With that said, we also know that it is essential to point out that there are reasons for Section 114 of Chapter 18, in establishing an alternative process of approval that:

"...may supersede and be inconsistent with the provisions of Sections 11-18-112 (Master Plan Guidelines), and 11-18-113 (CAMP) and with the provisions of Section 11-18-106 (Building Form & Site Envelope Standards), when the **City Council determines that an alternative Development Standard proposed by the project developer is appropriate for the development of the project and the Council finds there is appropriate consideration**, in the form of monetary, tangible or intangible consideration of benefit to City or the public from the proposed development and/or other appropriate reasons that justify the determination of the City to alter generally applicable standards."

We feel that we have demonstrated with the layout of the property that the sheer geometry does not allow full compliance with all parts of the zoning ordinance and that it is necessary to invoke Section 114 in order to accomplish a realistic and economically sustainable solution. Simply put, with any solution there must be some level of compromise due to these constraints and we have proposed a plan that exceeds the standard of development in most any suburban setting by a wide margin. We also note that it is the City Council who makes this determination and we look forward to the involvement of the City Council.

**PRINCIPALS**

David L. Cassil, AIA  
 Mark A. Davis, AIA  
 Charles D. Downs, AIA  
 Jon A. Erdmann, AIA  
 Donald T. Finlayson, AIA, AIA  
 David N. Fletcher, AIA  
 Thomas C. Jensen, AIA  
 Kenner B. Kingston, AIA, LEED®  
 Scott A. Larkin, AIA, AIA  
 Peter Moyes, AIA, LEED®  
 Timothy F. Thomas, AIA  
 Douglas A. Thimm, AIA, LEED®

Julie Berreth, AIA, LEED®  
 Bradford R. Busath, AIA, LEED®  
 Brian Cassil, ASAI  
 Michael Costantino, NCIDQ, LEED®  
 Jeffery L. Davis, AIA, LEED®  
 Jeffrey B. Gardner, AIA, LEED®  
 Robb Harrop, AIA  
 Lanny Herron, AIA  
 Alan Oshima, AIA  
 Bob Petroff, AIA  
 Dan Roberts, ASLA, APA, IA, NPPS  
 Michael Ryan, AIA  
 W. Jeffrey Thorpe  
 Carlos R. Setterberg, AIA, LEED®  
 Joseph Yee, AIA

Having said all of this, the solution that has been proposed is intended to “provide interconnected street networks and convenient access to parks, open space, transit and trails” as stated by the ordinance. We are aware a primary comment from the planning staff has to do with the building frontage along Grand Avenue. However, the zoning ordinance does address this and indicates that, “The percentage of building frontage required along the lot width may be reduced to accommodate the site plan approved pedestrian plazas located between buildings.” The ordinance goes further to state that, “The use of front yard areas for building that have non-residential uses on the ground floor shall be oriented toward the pedestrian and shall include amenities such as entrance walks, plazas, benches, bike racks, raised flower boxes and other features.” **The developer proposes to fully build out the plaza spaces as outlined by the zoning ordinance.** We feel that the plaza space reaching across the Grand Avenue intersections on this site is an excellent solution to the staff comment and that providing this improved space promotes connectedness and walkability throughout the community. To encourage and support these concepts, the design team sees great value with the proposed layout. Situated adjacent to recently completed multifamily apartments, this development provides a true mix of uses to generate synergistic and complementary effects between them. Although additional multifamily apartments could more easily comply with the specific requirements of the ordinance on this site, the team is certain that they would not support the intent of the ordinance nor would they best serve the needs of the community and the city.

We also point out that the proposed plan does completely conform to the Chapter 18 requirements concerning basic intent:

- The regulatory plan
- The allowed uses
- The allowed density and intensity
- Providing mixed use solutions in a TOD site
- Complementary uses promote active spaces that are walkable and connected as well as economically viable and sustainable

Once again, we appreciate your leadership as this process has unfolded and look forward to the next steps and ultimately to developing a splendid and attractive community oriented development. Please let us know if there is any other information that we may provide.

Sincerely,



Douglas A. Thimm, AIA, LEED AP  
Senior Principal  
Architectural Nexus, Inc.



November 7, 2012

City of Farmington  
C/O: David Millheim, City Manager  
160 South Main  
Farmington, UT 84025

Re: Park Lane Commons Development Proposal

Dear Mr. Millheim, Mayor and City Council,

We have reviewed the proposed development of Park Lane Commons and are excited for the tenant mix and quality development that would be at our front door. We would encourage the City to approve this project. As the Professional Management Company of not only Park Lane Village, but over 59,000 units nationwide, it has been our experience that a mixed use project within walking distance of the quality being proposed will be a strong asset as we continue the lease up of Park Lane Village.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mandy McCrady', is written over a large, light-colored circular mark.

Mandy McCrady  
Regional Manager  
Alliance Residential Company

**Park Lane Commons**  
Farmington, Utah  
NOVEMBER 1, 2012

**PARK LANE**  
COMMONS



> RENDERING: PEDESTRIAN PLAZA

**THE HAWS**  
COMMITMENT  
COMPANIES

ARCHITECTURAL  
**nexus**



**Park Lane Commons**  
Farmington, Utah

NOVEMBER 1, 2019



- EFFICIENT USE OF GEOMETRICALLY CHALLENGED SPACE
- APPROPRIATELY MINIMIZED PARKING RATIOS TO ENCOURAGE MULTI-MODAL VISITORS
- USES COMPLEMENTARY TO MULTIFAMILY APARTMENTS AS WELL AS FUTURE DEVELOPMENT
- ENCOURAGES PEDESTRIAN AND BICYCLE ACTIVITY WHILE ACKNOWLEDGING THE MAIN APPROACH FOR VEHICLE TRAFFIC
- CONTROLLED VEHICLE TURNING MOVEMENTS AT GRAND AVENUE
- CALMED TRAFFIC WITHIN SHADED CIRCULATION AREAS



SCALE 1"=100'-0"



| BUILDING | PROGRAM SCHEDULE |                  | USE               |
|----------|------------------|------------------|-------------------|
|          | FLOOR AREA       | PARKING SUPPLIED |                   |
| BLDG 1   | 4,730 SF         | 35               | RETAIL/RESTAURANT |
| BLDG 2   | 8,029 SF         | 32               | RETAIL/OFFICE     |
| BLDG 3   | 7,447 SF         | 28               | RETAIL/OFFICE     |
| PAD 4    | 16,108 SF        | 26               | COM/MERCIAL PAD   |
| PAD 5    | 19,722 SF        | 14               | COMMERCIAL PAD    |
| BLDG 6   | 1,287 SF         | 4                | RETAIL/OFFICE     |

> CONCEPTUAL LAND USE WITH SQUARE FOOTAGE



**Park Lane Commons**  
Farmington, Utah

NOVEMBER 2014



- EMPHASIS ON THE PEDESTRIAN EXPERIENCE
- AMPLE OPPORTUNITY FOR PLAZA AND COURTYARD ENJOYMENT

- MCDONALDS ANTICIPATES PLAZA AND COURTYARDS AS UTILIZED AMENITY\*

- DRIVE THROUGH FUNCTIONS AS BUILDING EDGE AND ENGAGES STATION PARKWAY AT 4'-0" FROM SIDEWALK EDGE. THE SCREENED AND COVERED PORTE COCHERE IS AESTHETICALLY MATCHED TO THE FUTURE PLANNED DEVELOPMENT

- APPROPRIATE STREET FURNITURE - OUTDOOR SEATING, LIGHTING, LANDSCAPING AND WALK PATTERN CREATE DESIRABLE STREET EDGE PEOPLE SPACES

- PLACEMAKING PLAZA WITH ICONIC TOWER



ARCHITECTURAL  
**nexus**



> LAND USE - PLAZA DETAIL

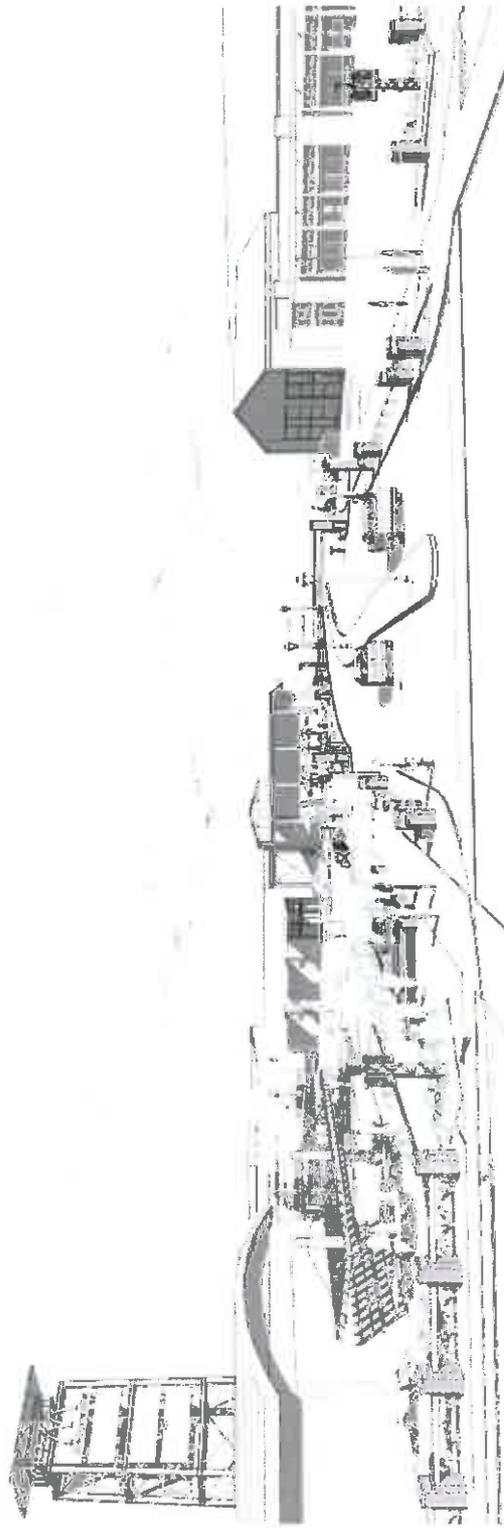
**Park Lane Commons**  
Farmington, Utah  
NOVEMBER 1, 2014

**PARK LANE**  
COMMONS

- EMPHASIS ON THE PEDESTRIAN EXPERIENCE
- AMPLE OPPORTUNITY FOR PLAZA AND COURTYARD ENJOYMENT
- MCDONALDS ANTICIPATES PLAZA AND COURTYARDS AS UTILIZED AMENITY\*
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- PLACEMAKING PLAZA WITH ICCNIC TOWER

**THE HAWS**  
COMMERCIAL  
COMPANIES

ARCHITECTURAL  
**nexus**



> LAND USE - PLAZA DETAIL

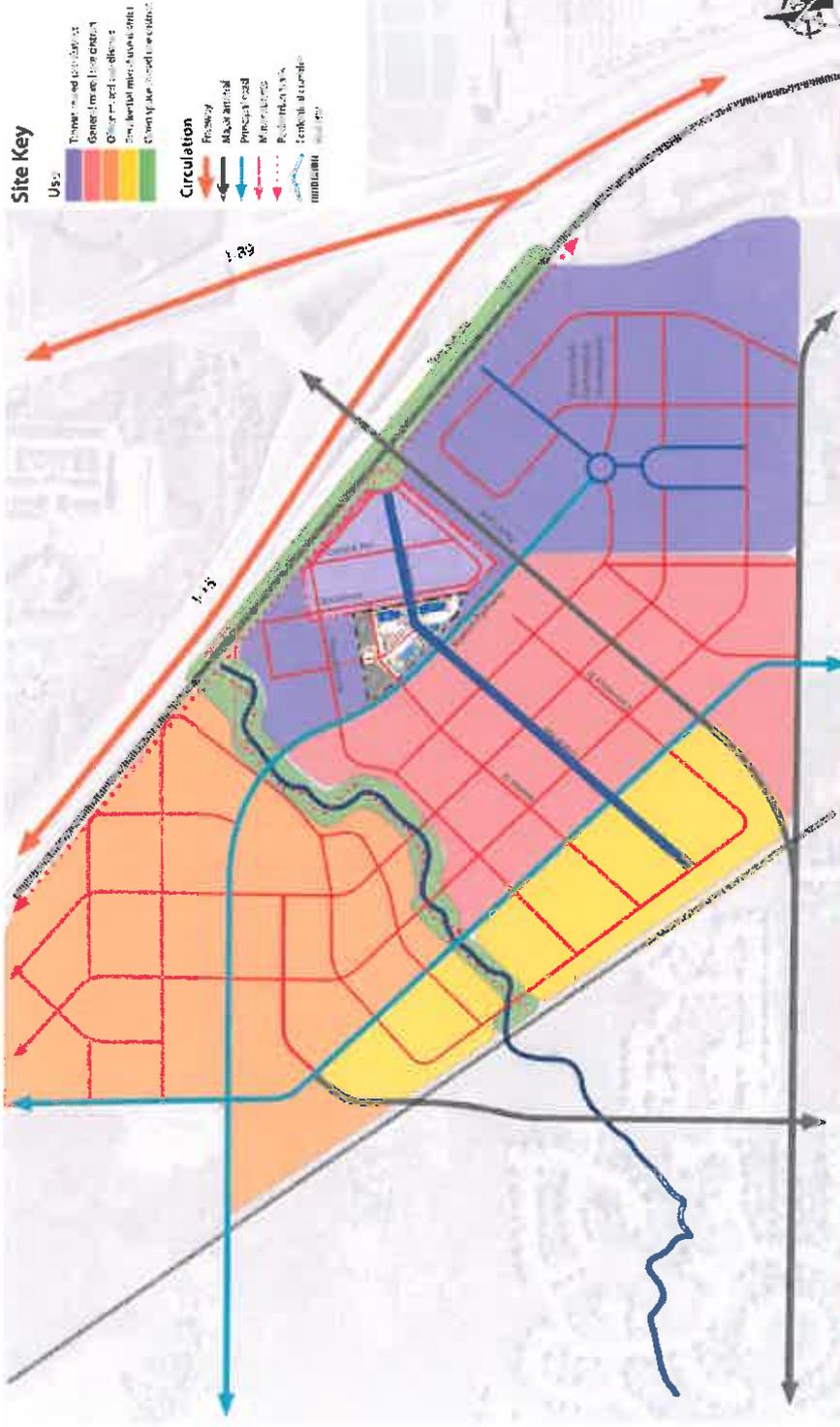


**Park Lane Commons**  
Farmington, Utah

DECEMBER 1, 2017



- PART OF TRANSIT MIXED USE DISTRICT (TRAIL)
- DEVELOPMENT IS FOSTERING MIXED USE BY INTRODUCING COMMERCIAL AND RETAIL OPPORTUNITIES
- DESPITE GEOMETRIC IRREGULARITY, GRAND AVENUE IS ADDRESSED AS MAIN PROMENADE
- FRONTAGE ON GRAND IS LESS THAN 1/3 THE TOTAL LENGTH
- REGULATORY PLAN REMAINS UNCHANGED WITH THIS DEVELOPMENT



**Park Lane Village Phase 1 Submittal**  
Farmington, Utah

Compatibility with General Land Use Plan & Street Network of TOD Regulating Plan  
Jan. 23, 2018

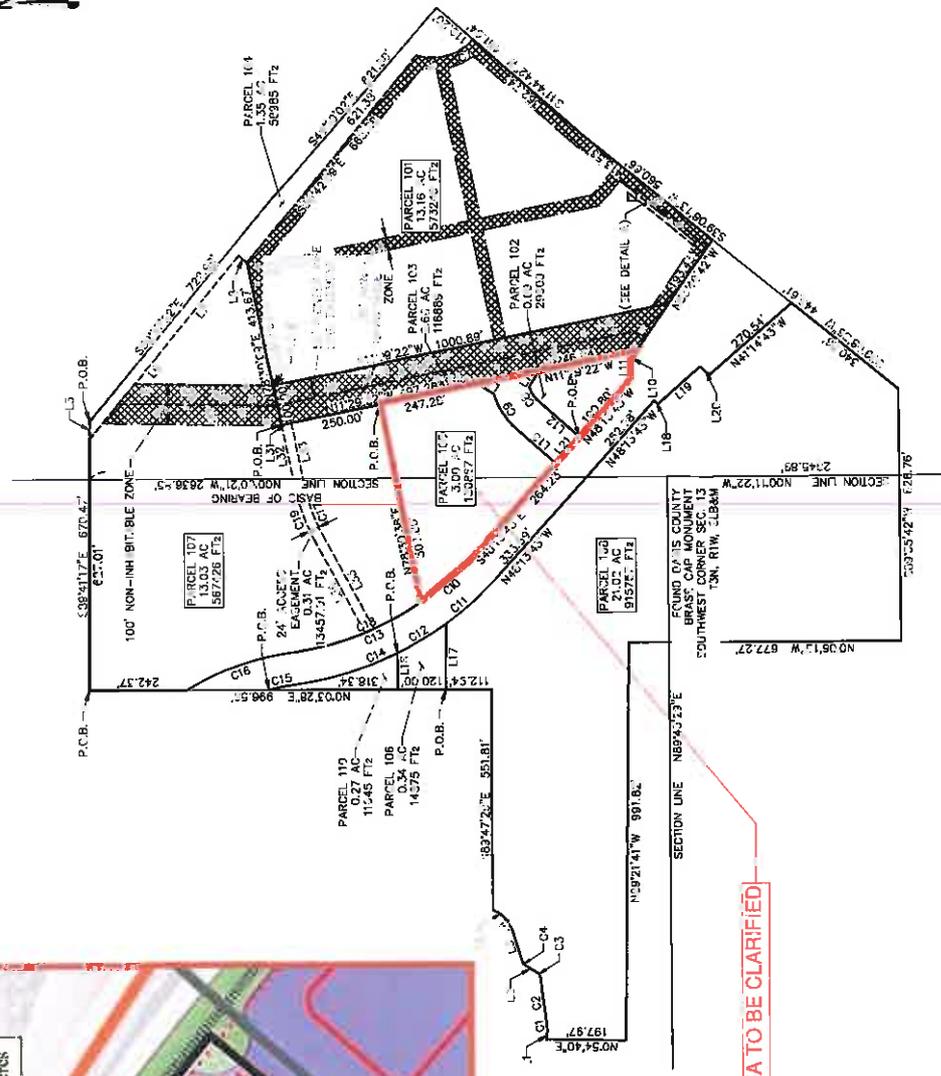
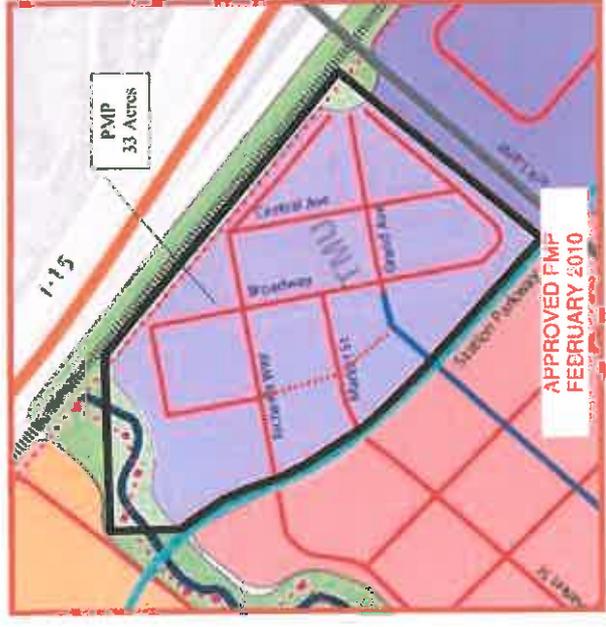
> CIRCULATION PLANS - (DRAWING PREVIOUSLY SUBMITTED AS PART OF INITIAL PMP)



**Park Lane Commons**  
Farmington, Utah

NOVEMBER 1, 2012

- PART OF TRANSIT MIXED USE DISTRICT (TMU.)
- DEVELOPMENT IS FOSTERING MIXED USE BY INTRODUCING COMMERCIAL AND RETAIL OPPORTUNITIES
- DESPITE GEOMETRIC IRREGULARITY, GRAND AVENUE IS ADDRESSED AS MAIN PROMENADE
- FRONTAGE ON GRAND IS LESS THAN 1/8 THE TOTAL LENGTH
- REGULATORY PLAN REMAINS UNCHANGED WITH THIS DEVELOPMENT
- ADDITIONAL CONNECTIVITY IS PROVIDED THROUGH FROM GRAND AVENUE TO THE RICHARDS WAY



AREA TO BE CLARIFIED

➤ EXISTING CONDITIONS, MAPS AND LEGAL BOUNDARY

**Park Lane Commons**  
Farmington, Utah

NOVEMBER 1, 2010

**PARK LANE**  
COMMONS

-STATION PARK PRECEDED THE CURRENT ORDINANCE. ITS PARKING FIELDS AND INWARD FOCUS HELP CELEBRATE THIS AS A DESTINATION REGIONAL CENTER

- THIS PROPOSED DEVELOPMENT EMPHASIZES MULTI-MODAL CONNECTIONS AND ALTERNATIVE PARKING STRATEGIES



> PROPOSED DEVELOPMENT

**THE HAWKS**  
CCM  
COMPANIES

ARCHITECTURAL  
**nexus**

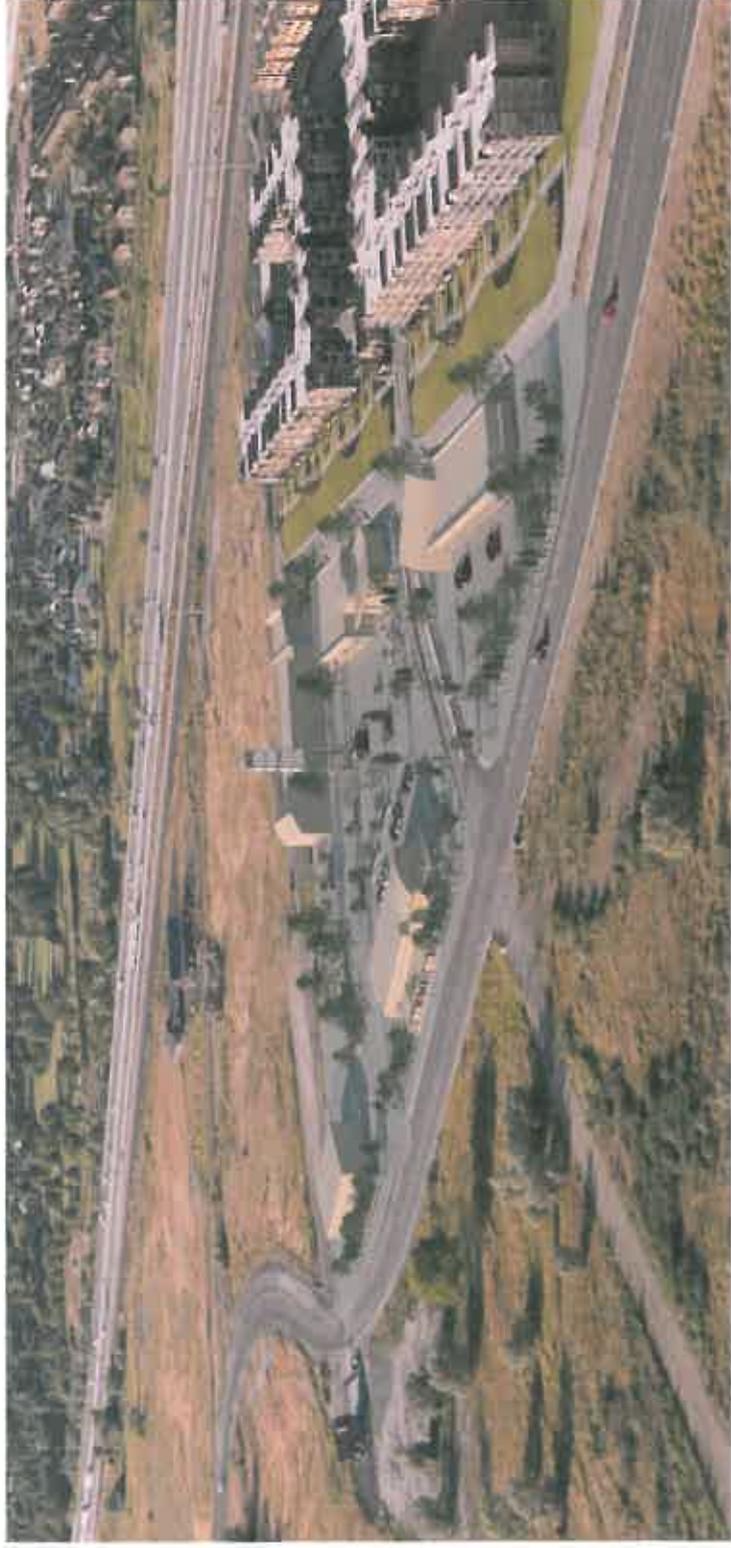


**Park Lane Commons**  
Farmington, Utah

NOVEMBER 1, 2018

**PARKLANE**  
COMMONS

- PROPOSED DEVELOPMENT USES LIMITED AREA TO A TRANSITION TO REGULAR BLOCK PATTERN ACROSS A TRIANGULAR SHAPE.
- MAINTAINS AND ENHANCES THE DEVELOPMENT THAT HAS BEEN SET IN PLACE. THIS ALLOWS THE REST OF THE DEVELOPMENT TO BE VISIONED.
- MATCHES THE INTENT OF ZONING ORDINANCE TO PROVIDE A MIX OF USES.



> AERIAL PERSPECTIVE LOOKING NORTH



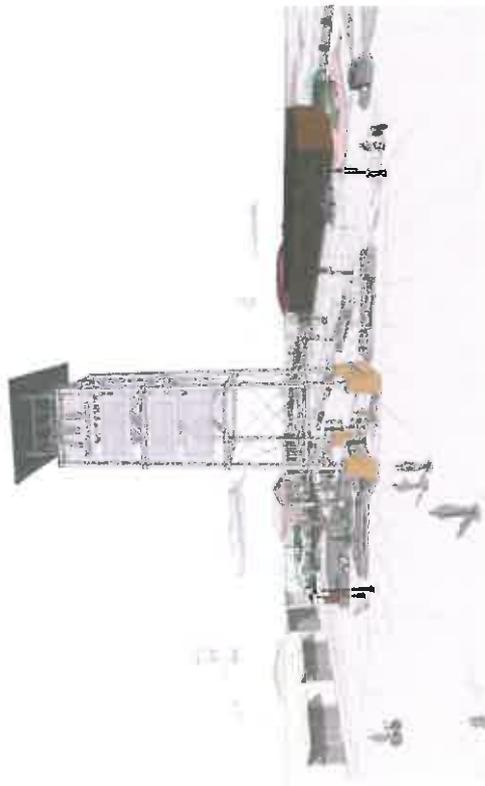
ARCHITECTURAL  
**next**US



**Park Lane Commons**  
Farmington, Utah  
10/20/2016

## PARKLANE COMMONS

- SIDEWALKS ADDED AT STATION PARKWAY
- PEDESTRIAN PATH THROUGH THE CENTRAL AREA OF THE DEVELOPMENT IS INTUITIVELY REINFORCED
- GRAND AVENUE HAS BEEN RECOGNIZED AS THE MAIN PROMENADE



> CIRCULATION PLANS - PEDESTRIAN

CCM  
**THE HAWKS**  
COMPANIES  
ARCHITECTURAL  
**NEWS**

**Park Lane Commons**  
Farmington, Utah  
NOVEMBER 1, 2012

**PARK LANE**  
COMMONS

-MULTI-MODAL  
TRANSPORTATION IS  
REINFORCED WITH SAFE  
PAVED AREAS, CALMED  
TRAFFIC, AND BIKE RACKS

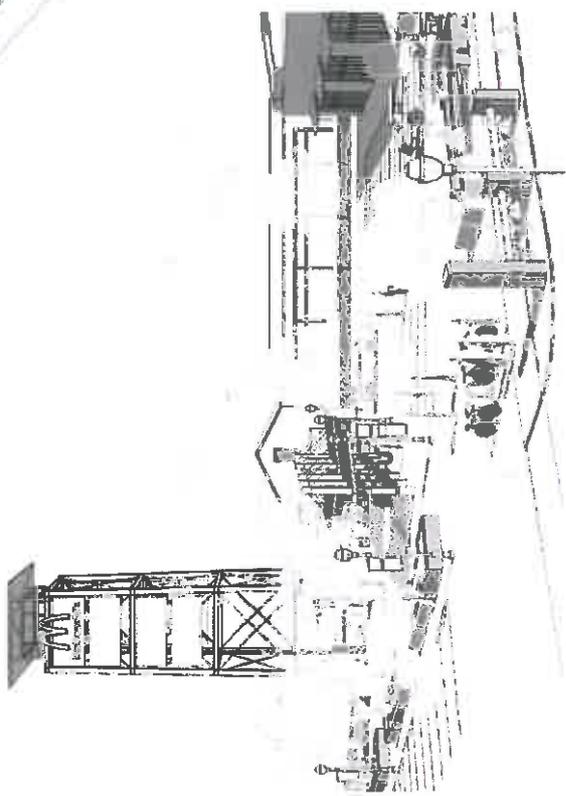
**THE HAWKS**  
ARCHITECTS  
COMPANIES  
**AR**CHITECTURAL  
**NEXUS**



SCALE 1" = 100'-0"



- BICYCLE RACK LOCATIONS



> CIRCULATION PLANS - BICYCLE



**Park Lane Commons**  
Farmington, Utah

NOVEMBER 1, 2019

**PARK LANE**  
COMMONS

- VEHICULAR GEOMETRY RESULTS IN CALMED TRAFFIC IN PLAZA ZONE
- ALONG WITH OTHER TRANSPORT MODES, VEHICLE TRAFFIC REMAINS A KEY COMPONENT TO A SUSTAINABLE ECONOMIC ENVIRONMENT



SCALE 1"=100'-0"



\*RIGHT-IN RIGHT OUT RESTRICTED TURNING MOVEMENTS FOR THE CURB CUTS AT GRAND AVENUE

TRAFFIC SIGNAL TO BE PROVIDED BY CITY PER ORIGINAL PUP AND DEVELOPMENT AGREEMENT



**Park Lane Commons**  
Farmington, Utah

NOVEMBER 2011



-AMPLE OPEN SPACE  
EXCEEDS 20% OF THE SITE  
AREA - 10% IS MINIMUM FOR  
THE TMU ZONE



SCALE 1"=100'-0"

- PUBLIC AMENITY & OPEN SPACE

- INGRESS / EGRESS

> CIRCULATION PLANS - INGRESS/EGRESS - PUBLIC AMENITY & OPEN SPACE



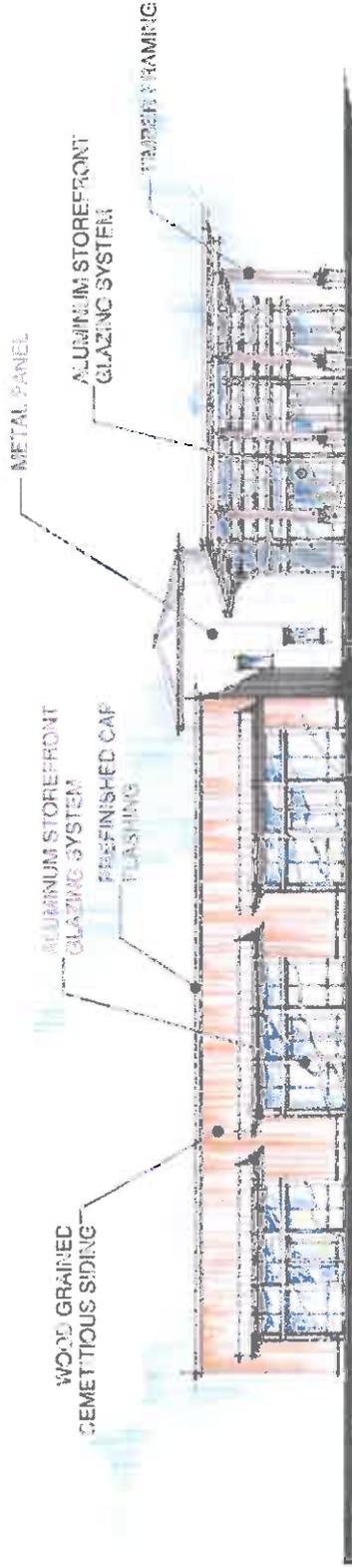
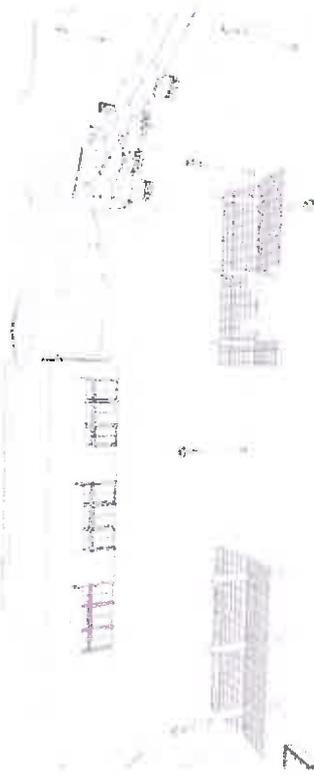
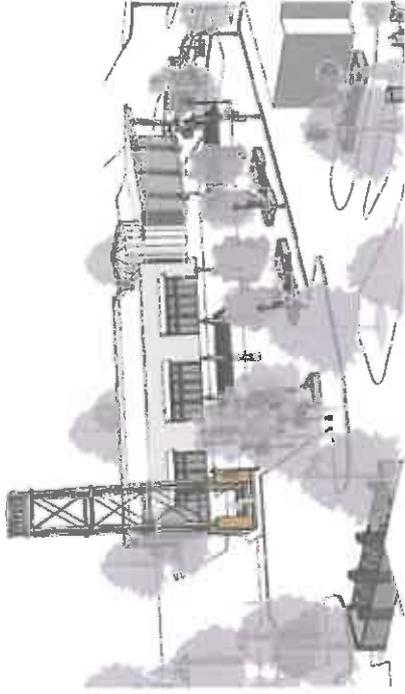


**Park Lane Commons**  
Farmington, Utah  
NOVEMBER 2019



-THE INTENDED ARCHITECTURAL THEMING AND LANGUAGE IS APPROPRIATE AND TASTEFUL

-THE MATERIALS AND THEIR ARRANGEMENT CONTRIBUTE TO AN ENJOYABLE EXPERIENCE FOR THE COMMUNITY



ELEVATION  
SCALE 1/16"=1'-0"

> RENDERINGS: BUILDING #3







**SECTION 11-18-114 CRITERIA FOR REVIEW OF A PMP AND DEVELOPMENT AGREEMENT APPLICATION**

- Consistency with Farmington City General Plan – the Uses and intensity of use are unchanged
- Compliance with city codes, rules regulations and development standards in the development agreement
- Consistency with development standards applicable to TOD
- Establishment of a mix of uses
- Establishment of multi-modal circulation and transportation features of the Regulating Plan

> PENDING: PEDESTRIAN PLAZA

## McDonald's Narrative

The adage: "If you can't measure it, you can't manage it." McDonald's measures everything.

Below is the result of over 50,000 interviews conducted in 2010 asking the question "When did you decide to visit this McDonald's?":

|   |  | Count                | Column %            |
|---|--|----------------------|---------------------|
| When did you decide to visit this McDonald's? | Over a day in advance                  | 6,649                | 12.4%               |
|   | Several hours in advance               | 5,782                | 10.8%               |
|   | <b><u>Up to 2 hours in advance</u></b> | <b><u>14,498</u></b> | <b><u>27.0%</u></b> |
|   | <b><u>Spur of the moment</u></b>       | <b><u>25,658</u></b> | <b><u>47.8%</u></b> |
|   | Not Specified                          | 1,044                | 1.9%                |
|   | Total                                  | 53,631               | 100.0%              |

|   |                          | Count                | Column %            |
|---|--------------------------|----------------------|---------------------|
| For 'Up to 2 hrs in advance' or 'Spur of the moment': Did you decide to visit this McDonald's prior to leaving wherever you were at, or on the way? | Prior to leaving         | 17,870               | 44.5%               |
|   | <b><u>On the way</u></b> | <b><u>19,573</u></b> | <b><u>48.7%</u></b> |
|   | Don't know               | 2,520                | 6.3%                |
|   | Not Specified            | 193                  | 0.5%                |
|   | Total                    | 40,156               | 100.0%              |

This demonstrates that McDonald's is a CONVENIENCE driven business. Our goal is to provide Quality, Service, and Value in a time frame that makes it convenient for our customers.

The average restaurant in Davis and Weber counties experiences 70% or more of their customers using the drive through for their visits to McDonald's. This percentage is rising – the trend is towards more convenience.

Thus – the typical customer is driving on their way somewhere and determines "at the spur of the moment" that they are hungry. They see a McDonald's sign, hopefully it is through the intersection and a convenient right turn into the site - then they head for the drive through.

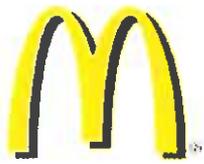
For this location, we expect the typical customer will be proceeding West on Park Lane, arrive at the traffic signal, see the McDonald's sign on the pylon, decide to turn right onto Station Parkway, go through the intersection of Grand Avenue, then a convenient right turn into the project, then a convenient right turn onto the McDonald's site and 70 – 75% of them will make a convenient right turn into the drive through, then exit the McDonald's site and make a convenient right turn onto Grand Avenue and then make a protected left turn at the intersection leading back up to Park Lane.

This is the basic or prototypical site design for McDonald's. It is what we prefer, and it is what our customers expect. We do not wish to deviate from this design and have our lobby customers have to walk across drive through traffic, nor do we wish to make our drive through counter-intuitive or inconvenient for 70 -75% of our customers.

For any questions regarding drive through queuing: This design can handle up to 180 cars per hour. We address drive through capacity and queuing by adding staff. There are not any locations in Utah that experience 180 cars per hour. We will have DT capacity for years to come. Queuing will not be an issue. We staff our drive through so there are not more than 8 cars at or in front of the order points as research shows that customers will drive off the lot if there are 8 or more cars in the front queue. Our DT service goal is 120 to 200 seconds. Again we manage that through staffing.

The proposed franchisee for this location will most likely be Bob Roetzel – the franchisee of the Kaysville and Centerville locations. He is involved in the operations of his restaurants and is very active in the community. He does teacher nights which are fundraisers for schools, safety programs at schools and the restaurants, and is very active in the Ronald McDonald Children's Charities. He is also chairman of the Rocky Mountain association of McDonald's Franchisees – a very high position within the system.

He upgrades his locations both inside and out. The Centerville location has a water feature at the drive through and a covered patio. The interior of the new Woods Cross McDonald's is simply beautiful. He will embrace the plaza area of this development by participating in community activities and events that take place there and he will be an excellent member of the Farmington business community.



i'm lovin' it®

## McDONALD'S® IN UTAH

|  |                    |
|--|--------------------|
| Restaurants in Utah                        | 111                |
| Operated by independent owner/operators    | 100%               |
| Owner/operators in Utah                    | 27                 |
| Operator organizations in Utah             | 21                 |
| McDonald's restaurant employees in Utah    | 6,020              |
| Food & paper purchases from Utah suppliers | \$231.2 million    |
| Largest in-state suppliers:                |                    |
| Darigold                                   | Salt Lake City     |
| Great Lakes Cheese                         | Fillmore           |
| Schreiber Foods                            | Logan              |
| Utah state agricultural purchases include: |                    |
| Flour                                      | 57,319,923 pounds  |
| Cheese (Sharp American)                    | 40,810,440 pounds  |
| Milk                                       | 1,958,547 gallons  |
| Ronald McDonald House Charities programs:  |                    |
| Ronald McDonald House                      | Salt Lake City (2) |
| Ronald McDonald Family Rooms               | Ogden              |



## Economic Impact in Utah<sup>1</sup>

*The following are highlights of an economic study commissioned by McDonald's Corporation and conducted in January 2012 using 2011 data. The study was performed and reported by Professor Dennis H. Tootelian, Professor of Marketing, California State University, Sacramento.*

### **Contributions to Local Economy – More than \$146.6 Million Spent Locally**

Like other businesses, McDonald's spends money for employee wages and benefits and purchases a wide array of goods and services needed for operations, thus returning a substantial portion of the revenues it generates back into the community.

In 2011, McDonald's 111 Utah restaurants collectively:

- Spent more than \$146.6 million dollars in their communities, or nearly \$401,720 per day.
- Returned nearly 53 cents of every dollar earned to the local economy.
- Had a combined investment of nearly \$216.5 million in the area.
- Created nearly 15,655 additional jobs and more than \$425.2 million in spending.

### **McDonald's as a Taxpayer – Nearly \$7.5 Million Paid (Not Counting Income Taxes)**

The taxes paid by McDonald's Utah restaurants are substantial and so impact state budgets for children and youth services, public safety, environmental protection, agriculture, and/or other priorities.

In 2011, McDonald's Utah restaurants:

- Paid a total of nearly \$7.5 million in business taxes, licenses and payroll taxes, or nearly \$20,430 per day plus additional sums for state and federal income taxes on profits.
- Created more than \$57.8 million in taxes due to the generation of new jobs and the additional purchases of goods and services from other local businesses.

### **McDonald's as an Employer – About 6,020 Jobs Provided**

Wages and benefits paid to Utah McDonald's employees are substantial. A considerable number of additional people are employed in the community because McDonald's is there.

In 2011, McDonald's Utah restaurants collectively:

- Employed about 6,020 people in management, support and operations staff positions.
- Spent more than \$66.2 million on wages for operating staff and restaurant managers and more than \$45.0 million on benefits, the two combined consuming, on average, nearly 40.1% of restaurant sales.

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<sup>1</sup>Based partly on data from company owned restaurants. Franchisee restaurants data may vary.

**FIRST SUPPLEMENTAL DEVELOPMENT AGREEMENT  
FOR PARK LANE COMMONS**

**THIS FIRST SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR PARK LANE COMMONS** (the “Supplemental Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **THE HAWS COMPANIES**, a Utah Corporation, hereinafter referred to as the “Developer.”

**RECITALS:**

A. Developer controls approximately 33 acres of land located within the City known as “Park Lane Commons”, which property is more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”). Developer has developed and desires to continue to develop the Property under the TMU zone, to be known as Park Lane Commons. Park Lane Commons (or the Property) has been and will continue to be constructed in phases consisting of one or more buildings per phase.

B. The City rezoned the Property from A to TMU on February 2, 2010, and the Property is now subject to all City ordinances and regulations including the provisions of the TMU zone and the associated Regulating Plan.

C. Thereafter, on February 2, 2010, the City approved a project master plan (the “PMP”) for the Property in accordance with Chapter 18 of the City’s Zoning Ordinance. The approved PMP is attached hereto as **Exhibit “B”**, and incorporated herein by reference. The PMP contains modifications to the Farmington TOD Regulating Plan (the “Modified Regulating Plan”) pursuant to Sections 11-18-104(3) and 11-18-108(b)(1) of the City’s Zoning Ordinance. The PMP shows the general layout of future streets, but is not intended to enable future development of the property without further land use approvals, as it is contemplated that future development on the majority of the site will require the presentation and consideration of additional Project Master Plans.

D. The City and Developer entered into that certain Development Agreement for Park Lane Commons (Amended & Restated) on or about June 28, 2010 (the “Original Development Agreement”).

E. As contemplated by the Original Development Agreement, Developer now desires to obtain approval of an additional Project Master Plan (the “First Supplemental PMP”) relating exclusively and specifically to that portion of the Property depicted on **Exhibit “C”** attached hereto and incorporated herein by this reference (“Parcel A&B”). The First Supplemental PMP is attached hereto as **Exhibit “D”** and is incorporated herein by this reference and is hereby approved.

F. The City and Developer intend for the Original Development Agreement to remain in full force and effect, except as specifically modified by this Supplemental Agreement with regard to Parcel A&B and the First Supplemental PMP.

G. Parcel A&B is and shall be subject to all City ordinances, rules and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

F. Persons and entities hereafter developing Parcel A&B or any portions of Parcel A&B thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Supplemental Agreement.

G. The City also recognizes that the development of Park Lane Commons, and any future phase thereof may result in tangible benefits to the City through the stimulation of development in the area of the Modified Regulating Plan, including a possible increase of the City's tax base and the development of amenities that may enhance further economic development efforts in the vicinity of Parcel A&B, and is therefore willing to enter into this Supplemental Agreement, subject to the terms and conditions set forth herein.

## AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Supplemental Agreement.

2. **Subdivision of Parcel A&B.** The First Supplemental PMP does not constitute a subdivision of Parcel A&B or any portion thereof. Any subdivisions of Parcel A&B hereafter shall comply with the City's Laws. Where required by the City's Ordinances, specific final subdivision plats for each portion of Parcel A&B which are developed by the Developer or any subsequent developer shall be submitted for approval by the City in accordance with the City's development standards, the First Supplemental PMP and the City's Laws. All portions of Parcel A&B receiving final subdivision approval must be developed in strict accordance with the approved final plat for that portion of Parcel A&B. No amendments or modifications to the approved final subdivision plats for any portion of Parcel A&B shall be made by the Developer or any subsequent developers without the reasonable written consent of the City. Notwithstanding the provisions contained in this Supplemental Agreement, nothing contained herein shall be construed as granting final plat approval to the Developer or any subsequent developers for any portion of Parcel A&B.

3. **Development of Parcel A&B.** Parcel A&B, or Phases thereof, shall be developed by Developer and/or Developer's successors and assigns in accordance with the following provisions:

- a. **Compliance with City Laws and Development Standards.** Parcel A&B and all portions thereof shall be developed in accordance with the City's Laws, the First Supplemental PMP, , and this Supplemental Agreement.



7. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Supplemental Agreement until such default has been cured.
- c. The right to draw upon any security posted or provided in connection with the Project.
- d. The right to terminate this Supplemental Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

8. **Attorneys Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Supplemental Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

9. **Entire Agreement.** This Supplemental Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for Parcel A&B, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Supplemental Agreement and the regulatory approvals for Parcel A&B, including any related conditions.

10. **Headings.** The headings contained in this Supplemental Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

11. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Supplemental Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

12. **Binding Effect.** This Supplemental Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

13. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Supplemental Agreement.

14. **Recordation.** This Supplemental Agreement shall be recorded by the City against Parcel A&B in the office of the Davis County Recorder, State of Utah.

15. **Relationship.** Nothing in this Supplemental Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

16. **Termination.** Notwithstanding anything in this Supplemental Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within five (5) years from the date of this Supplemental Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Supplemental Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Supplemental Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Supplemental Agreement and the same shall be terminated.

17. **Severability.** If any portion of this Supplemental Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18. **Amendment.** This Supplemental Agreement may be amended only in writing signed by the parties hereto.

19. **Exhibits.** This Supplemental Agreement contains the following exhibits, which by this reference are incorporated herein and made a part thereof:

- |           |  |
|-----------|--|
| Exhibit A | Legal Description of Property – 33 acres |
| Exhibit B | PMP                                      |
| Exhibit C | Depiction of Parcel A&B                  |
| Exhibit D | First Supplemental PMP                   |

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

**“CITY”**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

**“DEVELOPER”**

**THE HAWS COMPANIES**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that (s)he is the \_\_\_\_\_ of **THE HAWS COMPANIES**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Exhibit A  
[Legal Description of The Property]

**Exhibit B**  
**[PMP Approved by the City]**

Exhibit C  
[Depiction of Parcel A&B]

**EXHIBIT D**  
**[First Supplemental PMP]**



CITY COUNCIL AGENDA

For Council Meeting:  
November 20, 2012

**S U B J E C T: Traffic Safety Improvements at Intersection of 1075 West Shepard Lane**

**ACTION TO BE CONSIDERED:**

Approve by motion, installation of pedestrian crosswalks with signage and flags on all four legs of the 1075 West Shepard Lane intersection.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Wayne Hansen.

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



# FARMINGTON POLICE DEPARTMENT

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*Chief Wayne D. Hansen*

## City Council Staff Report

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: November 6, 2012

**SUBJECT: TRAFFIC SAFETY IMPROVEMENTS AT INTERSECTION OF  
1075 WEST SHEPARD LANE**

### **RECOMMENDATIONS**

Approve by motion installation of pedestrian crosswalks with signage and flags on all four legs of the 1075 West Shepard Lane intersection.

### **BACKGROUND**

Several years ago due to the large number of traffic accidents at the above mentioned intersection it was changed from a two way stop to a four way stop. This resulted in our number of accidents decreasing greatly. The change was favorably received by the motoring public and worked quite well. During this same time frame, infrastructure was put in place for the eventual installation of a stop light. The four way stop was changed back to a two way stop a year or so after the stop light infrastructure was put into place. This was done due to recommendations that it was necessary to meet warrants for the installation of the stop light system.

City staff has received several e-mails and calls with regard to this intersection. These communications involve both motorist and pedestrian concerns. There are currently no crosswalks at this location. Residents in the area would like crosswalks to allow them safer access through this intersection. The motorist concerns are that there is so much traffic on Shepard Lane that it is difficult and dangerous to cross from north to south or make a left turn to go eastbound on Shepard Lane from 1075 West.

Based on a discussion with Tim Taylor we do not meet warrants for installation of a stop light. Tim also had concerns with re-introducing a four way stop due to the backing of traffic it would cause. We also need to recognize that whatever change we do now needs to be somewhat permanent and fixed. Staff feels that it would be detrimental to put stop signs up only to remove them again for some as yet unknown reason.

We also feel that the crosswalks will heighten vehicle awareness of the intersection and we should continue to monitor the situation for potential future traffic control devices. While this is not a public hearing, council should be advised there may be people wanting to address this issue.



# FARMINGTON POLICE DEPARTMENT

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*Chief Wayne D. Hansen*

I have recommended option two of the following options but included are the four options that staff has discussed which are:

Option One - Do nothing and monitor situation. Accident frequency has gone down but warrants for major improvements are probably lacking.

Option Two -- Install painted crosswalks with signage and flags. Continue to monitor situation. Addresses pedestrian but not vehicle concerns.

Option Three -- Put up four way stop signs with crosswalks. Tim is worried about backing on Shepard.

Option Four -- Consider and budget for future signal lights at this location. Conduits are in but warrants will not justify the placement of the signal.

Respectfully Submitted

*Wayne Hansen*  
Wayne Hansen  
Police Chief

Review and Concur

*Dave Millheim*  
Dave Millheim  
City Manager

## Wayne Hansen

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**From:** Dave Millheim [dmillheim@farmington.utah.gov]  
**Sent:** Monday, November 05, 2012 9:28 AM  
**To:** Wayne Hansen  
**Subject:** Fwd: Missing Crosswalk

Wayne, copy this one into the staff report we are doing for this intersection for the November 20th CC meeting. thanks

Dave Millheim  
City Manager  
801-939-9203

----- Forwarded Message -----

From: "Ken Miller" <utahpackrat@gmail.com>  
To: critz@foragegenetics.com  
Cc: dmillheim@farmington.utah.gov  
Sent: Friday, November 2, 2012 9:52:04 AM  
Subject: Missing Crosswalk

Cory,

Could you please look into why there is no North/South painted crosswalk at the corner of 1075 West Shepard Lane? There are a lot of pedestrians who cross Shepard Lane at this intersection, myself included, and the fact that there is no crosswalk there is a major safety hazard to those pedestrians. 1075 West is not a simple subdivision street, it is a collector street for traffic traveling both North and South on that street. See <https://maps.google.com/maps?q=1075+Shepard+Lane,+Farmington,+UT&hl=en&ll=41.0008,-111.909439&spn=0.002116,0.004128&sll=41.000605,-111.910841&sspn=0.002127,0.004128&oq=1075+West+Shepard+&t=h&hnear=1075+Shepard+Ln,+Farmington,+Utah+84025&z=19>

Farmington City is going to have to assume a significant portion of the liability, for not having provided a crosswalk there, when a pedestrian is eventually injured by a car at this intersection. It would be best if someone remedied this situation before that happens.

Thanks,

Ken Miller  
962 Shepard Lane  
Farmington, Utah  
801-884-6583

## Wayne Hansen

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**From:** Tim Taylor [ttaylor@wcecengineers.com]  
**Sent:** Tuesday, October 30, 2012 5:12 PM  
**To:** Wayne Hansen  
**Cc:** 'Dave Millheim'  
**Subject:** RE: 1075 West Shepard Lane intersection  
**Attachments:** image001.jpg; MUTCD Part 4 Traffic Signal Warrants.pdf; MUTCD Part 2B Multi-Way Stop Warrants.pdf

Hi Wayne,

Per our phone conversation this afternoon, attached is Part 4 of the MUTCD, related to traffic signals and Part 2B-07 related to the use of Multi-Way stop signs.

Section 4C of Part 4 outlines the following nine traffic signal warrants:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal System
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network
- Warrant 9, Intersection Near a Grade Crossing

Here's a quick take on how things will shake out with the signal warrants based on my experience:

Since Warrants 1 & 2 relate to traffic volumes over a fairly extended period of time, they most often require the use of "hose" counters (tubes that are placed across the travel lanes to count cars). Warrant 1 won't be satisfied at this location. Not enough volume for 8 consecutive hours. Same thing with Warrant 2. I don't think there's enough volume for 4 hours of the day; maybe one or two, but not all 4.

Warrant 3 requires traffic to be counted during the morning and evening peak periods (7-9 am and 4-6 pm). I don't think there's enough traffic on the major street (Shepard Lane) to meet this warrant. However, this is the one that's most likely to be met.

Warrant 4 won't be satisfied at this location. Not enough pedestrians.

Warrant 5 won't be satisfied as this isn't a school crossing location.

Warrant 6 doesn't really apply here.

Warrant 7; based on what you mentioned regarding crash history, this warrant likely won't apply.

Warrant 8 doesn't really apply.

Warrant 9 doesn't apply.

In terms of the Multi-Way Stop, I've included the section of the MUTCD that applies (Section 2B-07). These warrants require a certain crash history as well as a minimum of 8 hours of counts on all approaches. There's a chance that the intersection will meet the traffic volume conditions (C.1 and C.2) and the delay requirement.

Let me know if you have questions.

Thanks,  
Tim

11/13/2012

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**Dangerous intersection**

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**From :** Ray Crawford <kurbelgehause@yahoo.com>

Wed, Oct 17, 2012 07:04 PM

**Subject :** Dangerous intersection

**To :** dmillheim@farmington.utah.gov

**Reply To :** Ray Crawford <kurbelgehause@yahoo.com>

Dear Mr. Millheim,

I am concerned about the intersection of Shepard Lane and Shepard Parkway. My child attends Challenger School on the south side of Shepard Lane. Getting across Shepard Lane going southbound from N 1075 W in the mornings to drop him off and getting back across to go North from Shepard Parkway heading toward Kaysville after picking him up is getting more and more dangerous. The volume of traffic heading east and west on Shepard Lane at that intersection is heavy and constantly increasing due to new housing being built in the area. Over the last two years.

I have witnessed several near-accidents at that intersection because there is no traffic light there and east-west and north-south traffic is so heavy during rush hour. A few years ago, there were stop signs at that intersection but they were removed.

I am respectfully asking that consideration be given to putting in traffic lights there before there is a serious accident.

Thanks for your consideration,

Raymond Crawford  
801-388-4184  
1  
Kaysville, UT 84037

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## CITY COUNCIL AGENDA

For Council Meeting:  
November 20, 2012

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

1. Approval of Minutes from October 16, 2012 and Retreat Minutes
2. Ratification of Approvals of Storm Water Bond Logs
3. Improvements Agreements for Spring Creek Subdivision
4. Resolution regarding Utah Retirement Systems “pick up” of Member contributions for eligible employees
5. Agreement for Medical Control Physician
6. Tom Owens Agreement regarding Fence Issue
7. Wood Lot Line Adjustments – Modification No. 2
8. Swain/Wilcox/Shepard Ridge Enterprises, LC Lot Line Adjustment Request
9. Resolution Adopting Standard Operating Procedures regarding Storm Water
10. Replacement Notice for Council Vacancy and Approval of Recruitment Process
11. Minor Plat for the Bray Amended 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 COUNCIL MEETING**  
October 16, 2012

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**WORK SESSION**

*Present: Mayor Scott Harbertson, Councilmen Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, Community Development Director David Petersen, Parks & Recreation Director Neil Miller, City Recorder Holly Gadd, and Recording Secretary Cynthia DeCoursey. Councilman John Bilton was excused.*

**Finance Update for the Fiscal Year 2012**

City Finance Director **Keith Johnson** presented several worksheets regarding the General Fund revenues and expenditures. Revenues were approximately \$150,000 more than budgeted, and expenses were approximately \$250,000 less than budgeted.

**Park Cleaning Schedule**

Parks & Recreation Director **Neil Miller** provided details regarding the City's contract for the maintenance/cleaning of City parks. The City has 15 boweries, and eight of those have restrooms available to the public. The caretakers open and clean the restrooms between 6:00 and 8:00 a.m. They visit each park that has scheduled a reservation between 10:00 a.m. and 12:00 p.m. On the weekends the parks often have 2-3 reservations each, and they clean and prepare the facilities between each one. They return to the parks to lock each restroom between 6:30 and 10:30 p.m. They use their own vehicles to travel an average of 60 miles per day to and from each park (including holidays and weekends). The annual cost of the contract is \$34,000, and the caretakers do an incredible job. The City receives very few complaints about the facilities, and he recommended continuing with the contract. Following a brief discussion, the Council agreed.

**Consideration of an Ordinance to amend the Sign Ordinance and the Scenic Byway Overlay Zone regarding Electronic Message Signs**

**David Petersen** reminded the Council that this item was tabled at the previous meeting on October 2<sup>nd</sup> because Lagoon had some unresolved issues. He met with Lagoon representatives who expressed three concerns: (1) they would like their existing electronic message sign on I-15 to be grandfathered in; (2) they want the ability to have video display the entire time at their Main Street annex building; and (3) they would like to eliminate the restrictions for the hours of operation. The pending legislation on this issue expires October 26, and staff would like the Council to adopt something tonight. One proposal is to expand the overlay zone and encompass the CR and BP zones. He referred to the information/findings in the staff report and recommended that the Council adopt the Ordinance and continue to work on the specific issues. He said the Planning Commission was concerned about the video aspect and the 24-hour operation of electronic message signs.

## **REGULAR SESSION**

*Present: Mayor Scott Harbertson, Councilmen Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Youth City Council Members Jarom Barnes, Shelby Morrow, Haley VanOverbeck, and Liz Ashby were also in attendance. Councilman John Bilton arrived at the meeting at 8:15.*

## **CALL TO ORDER**

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

Mayor Harbertson began the meeting at 7:10 p.m. and welcomed those in attendance. The invocation was offered by Jim Talbot, and local Boy Scout Hyrum Whittier of Troop 1419 led the Pledge of Allegiance.

## **PUBLIC HEARING**

### **Terry Cathcart is requesting approval to rezone his property located at 308 South 1100 West from A (Agricultural) to AE (Agricultural Estates)**

David Petersen explained that Mr. Cathcart plans to sell a portion of his property to Symphony Homes, and this rezone will allow him to legally split his lot. Two valid reasons for approval are: (1) Symphony Homes was granted the same zone change when they received approval for Phases 1 & 2 of the Chestnut Farms PUD Subdivision; and (2) the City's policy since 1993 has been that any land east of the 4218 line will be zoned AE.

### ***Public Hearing:***

The Public Hearing opened at 7:15 p.m. There were no comments and it was closed.

### ***Motion:***

Nelsen Michaelson made a motion to approve a zone change from A (Agricultural) to AE (Agricultural Estates) on approximately .723 acres of property located at approximately 308 South 1100 West, subject to the same findings established by the Planning Commission on October 11, 2012. Cory Ritz seconded the motion which was approved by Council Members Michaelson, Ritz, Talbot and Young.

## **SUMMARY ACTION**

### **Minute Motion Approving Summary Action List**

1. Approval of Minutes of the October 2, 2012 City Council Meeting
2. Acceptance of Water Rights Donation from the Boyer Company
3. Consideration of an Ordinance to amend the Sign Ordinance and the Scenic Byway Overlay Zone regarding Electronic Message Signs

***Motion:***

**Cory Ritz** made a motion to review the third item on the List separately. The motion was seconded by **Nelsen Michaelson** and approved by Council Members **Ritz, Michaelson, Talbot** and **Young**.

***Motion:***

**Jim Young** made a motion to approve items 1 and 2 of the Summary Action List. **Nelsen Michaelson** seconded the motion which was approved by Council Members **Michaelson, Ritz, Talbot** and **Young**.

**Consideration of an Ordinance to amend the Sign Ordinance and the Scenic Byway Overlay Zone regarding Electronic Message Signs**

The Council went outside the building to observe an electronic message sign, and there was discussion regarding the colors, brightness, and video aspects of the sign.

***Motion:***

**Jim Talbot** made a motion to adopt the Ordinance amending the Sign Ordinance (Title 15 of the Farmington City Code) regarding electronic message signs which excludes Lagoon's Annex parcel and establishes only portions of those areas zoned CR and CH for the electronic message sign area. The City will continue to work with Lagoon to determine possible solutions regarding their request to install an electronic message sign on Main Street, and two additional findings will be added to Findings 1-8.

There was discussion regarding the brightness of the sign, video, and the hours of operation, and the Council agreed that the level of brightness will impact the neighborhood far more than video. **Nelsen Michaelson** asked how Lagoon's annex building will be affected by the proposed motion, and the **Mayor** said they will continue the process of having their current sign grandfathered in and submit an application to rezone the annex building into the CR zone.

**Cory Ritz** seconded the motion which was approved by Council Members **Michaelson, Ritz, Talbot** and **Young**.

***Findings:***

1. The Electronic message sign area is limited to a specific area, which area is also designated on the City's Zoning Map as CR and CH.
2. This electronic message sign area does not directly abut residences and is adjacent to Park Lane and I-15. Park Lane is identified as an arterial street on the City's Master Transportation Plan.
3. Electronic message signs are consistent with the Description and General Limitations of the CR zone set forth in Section 11-25-101 of the Zoning Ordinance. Such areas are somewhat autonomous in that they provide a variety of amusement activities not allowed in any other area of the City.

4. The Ordinance minimizes impacts to residential areas and is compatible with the CH zone in that the intent of this zone is that it is isolated from residential areas and no additional CH zones shall be created (see Section 11-24-101 of the Zoning Ordinance).
5. An electronic message sign, which may or may not conform to City codes, already exists in the proposed electronic message sign area.
6. The process used by the City to adopt the proposed changes is consistent with the General Plan. Paragraph 4 of the section of the Plan dealing with the Lagoon area states in part: “Issues which should be monitored and reevaluated, if necessary, include, but are not limited to...fugitive light”. Electronic message signs have the potential to emit fugitive light.
7. Videos are appropriate for the proposed electronic message sign area but may not be appropriate for other areas of the City if the electronic message sign area is expanded in the future.
8. If the City chooses to expand the electronic message sign in the future, the City may elect to modify standards regarding hours of operation.
9. Staff will bring back to the Council at a future date a definition of “video” to be amended into the Ordinance.
10. The operation of electronic message signs will not be allowed between the hours of midnight to 6:00 a.m.

**Mayor Harbertson** thanked Lagoon for their great partnership with Farmington City and sponsorship of the annual Miss Farmington Pageant and Easter Egg Hunt.

## **GOVERNING BODY REPORTS**

### **City Manager – Dave Millheim**

- A list of upcoming agenda items and September’s Building Activity Report and Police & Fire Activity Reports were included in the staff report.
- The Council meeting scheduled for November 6, 2012 (Election Day) may be cancelled, and the UDOT presentation will likely be moved to November 20<sup>th</sup>. UDOT has made several changes to the West Davis Corridor proposal, but Farmington has not been significantly affected, and there is no indication of their preference at this point.
- City staff has begun cleaning up the Old Farm site and plan to continue for the next few weeks as the weather allows.
- The Davis School District has ten school buses that are authorized to drive on specific routes in west Farmington; however, there are several militant drivers who choose not to follow the rules and drive on unauthorized routes. The City plans to enforce the rules as much as possible. Plans for a high school in Farmington will be discussed at the DSD meeting on Wednesday, October 17, 2012.
- The City received a plan for a high-density development north of the Chevron Station/Park Lane area. It would be similar to the Garbett Homes development, and **David Petersen** is preparing a summary of infrastructure issues and other factors.

- The City received a letter from Davis County stating that they will maintain the Justice Court until at least January 2014 and provide service to Farmington through 2013.
- UTA, Davis County, Centerville and Farmington held a meeting and discussed the completion of the D&RG trail (22 miles long and 85-90% complete—portions of the trail in Farmington, Centerville, and Davis County are unfinished). \$500,000 from the State Transportation Plan (STP) was earmarked for this project, and an additional \$220,000 was obtained from various accounts. The cost to finish the trail is \$719,000, and a percentage (\$90,000) of the transportation funding must be matched by the two cities, the County and UTA. Because UTA contributed land (they own the right-of-way), they will not contribute cash and favor one entity above another. A tentative agreement states that UTA will donate the land, and each entity will place \$30,000 into an escrow account until the project is completed.

### Mayor – Scott Harbertson

- He and **Jim Young** will attend the Town Hall Meeting on Wed., Oct. 17<sup>th</sup>.
- He met with **Randy Jefferies** of UDOT to express the City's opinions regarding the West Davis Corridor. He was informed that UDOT conducted extensive testing of the wetlands, and only three wetlands will be affected and the home on Glovers Lane will remain. The finished length of the WDC will be 20 miles, and the first 10 miles (northern portion) will have 7 interchanges, the last 10 miles (southern portion) will have none. He made it very clear that he does not like the Glover Lane option because there is no access. **Dave Millheim** offered to write a letter stating the City's opinion, and the **Mayor** and the Council directed him to do so.
- An easement access (graded road) across the Point of View Park was granted to resident **Greg Garfield**. He asphalted the road, moved and rebuilt the fence, replaced the trees, and it really looks nice. The City Manager agreed and said a fire hydrant was also installed.
- He congratulated **Holly Gadd** for her recent efforts to become a Certified Municipal Clerk.
- The new Davis County Library opened on October 13<sup>th</sup>, and an open house for the new Administration Building will be on Nov. 9<sup>th</sup> with a ribbon cutting on Nov. 10<sup>th</sup>.
- Safe Harbor, a facility for women and children, is hosting a fundraiser on Nov. 13<sup>th</sup>, and Farmington City has sponsored a table for 10 at the event (\$800 donation). He asked Council members to contact **Holly Gadd** if they are able to attend.

**John Bilton** arrived at the meeting at 8:15 p.m.

### City Council

***John Bilton***

- He asked if the City had received any further information on a potential drug rehab house. The City Manager said there were some rumors but no application received.

**ADJOURNMENT**

***Motion:***

**Jim Young** made a motion to adjourn the meeting. **Nelsen Michaelson** seconded the motion which was approved by Council Members **Bilton, Michaelson, Ritz, Talbot and Young**, and the meeting was adjourned at 8:20 p.m.

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**Holly Gadd, City Recorder**  
Farmington City Corporation

**FARMINGTON CITY COUNCIL RETREAT**  
Saturday, October 27, 2012

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*Present: Mayor Scott Harbertson, Council Members John Bilton, Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson*

**Mayor Harbertson** welcomed those in attendance. The meeting was called to order at 9:00 am.

**Status of Justice Court**

1. By March 1, 2013 the decision regarding entering into a shared service agreement for Court Service with another City, needs to be made.
2. Further discussion regarding Justice Court services will take place at a future City Council meeting.

**Capital Improvement Program as related to Impact Fees**

1. First priority is storm water. Second priority is Transportation which will be reviewed in about a year, once West Davis Corridor alignment is determined.
2. Request that **Chief Smith** identify potential sites for West Side Sub Station. This item will be discussed further at a future City Council Meeting.
3. Negotiate with Mrs. Hatch who lives near Forbush Park, and find out options regarding purchase of her property for possible park expansion.

**Regional Park and/or Recreation Center game plan**

1. Have conversation with Davis School District from a study standpoint to keep options open regarding a shared gym facility with the new Elementary School that will open in 2015.
2. What can we do with the potential sale of City owned property along 650 West? Where should/could money be moved?
3. Talk to **Harv Jeppson** and other property owners in the area North of Chevron to assess appetite and challenges for developing the area into regional park complex.
4. Create a steering committee to assist in the direction of Regional Park and or Recreation Center complex. Submit names of individuals to participate on this committee to **Dave Millheim**.

### **Water Projects – Tank and Water Lines**

1. Complete additional research of water tank sites.

### **Future Fire Department Staffing**

1. Discuss with **Chief Smith** how hiring one full time versus two or three full time firemen will impact the community.
2. Based upon **Chief Smiths** input, budget for another full time firemen in the next budget year, possibly two. Apply for the SAFER Grant requesting two firemen. If we do not get the SAFER Grant, hire the appropriate number of firemen in the following budget cycle.

### **Transition to full time Engineer and City Attorney**

1. Council is happy with attorney services.
2. Put together a detailed report with input from CRS listing the pros and cons of transitioning to a full time Engineer.
3. **Dave Millheim** and **Keith Johnson** will have a candid conversation with **Paul Hurst**. Notify Paul about transition plan to full time engineering and the data study we will be conducting.

*Agenda items not discussed at retreat will be discussed in Work Sessions prior to City Council Meetings or placed on the City Council Agenda.*

**John Bilton** made a motion to adjourn the meeting. The motion was seconded by **Jim Young** and approved by Council Members **Bilton, Michaelson, Ritz, Talbot** and **Young**. The meeting adjourned at 2:30 pm.

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**Scott C Harbertson**, Mayor  
Farmington City Corporation

## STORM WATER BOND LOG

| DATE  | NAME                | PERMIT | STORM WATER BOND |
|-------|---------------------|--------|------------------|
| 9/3   | DESTINATION HOMES   | 10531  | \$1,000.00       |
| 09/26 | BLG CONSTRUCTION    | 10594  | \$1,000.00       |
| 9/13  | GARBETT             | 10521  | \$1,000.00       |
| 9/13  | GARBETT             | 10523  | \$1,000.00       |
| 9/13  | GARBETT             | 10524  | \$1,000.00       |
| 9/13  | GARBETT             | 10525  | \$1,000.00       |
| 9/13  | GARBETT             | 10526  | \$1,000.00       |
| 9/13  | GARBETT             | 10527  | \$1,000.00       |
| 10/5  | MASTERS TOUCH CONST | 10620  | \$1,000.00       |
| 10/8  | GARBETT             | 10607  | \$1,000.00       |
| 10/8  | GARBETT             | 10608  | \$1,000.00       |
| 10/8  | GARBETT             | 10609  | \$1,000.00       |
| 10/8  | GARBETT             | 10610  | \$1,000.00       |
| 10/8  | GARBETT             | 10611  | \$1,000.00       |
| 10/8  | GARBETT             | 10612  | \$1,000.00       |
| 10/8  | GARBETT             | 10614  | \$1,000.00       |
| 10/8  | GARBETT             | 10615  | \$1,000.00       |
| 10/8  | GARBETT             | 10616  | \$1,000.00       |
| 10/8  | GARBETT             | 10617  | \$1,000.00       |
| 10/8  | XCELLENCE CONST     | 10601  | \$1,000.00       |
| 10/11 | COMPREHENSIVE       | 10573  | \$1,000.00       |
| 10/23 | BILL FULTON         | 10646  | \$1,000.00       |
| 10/29 | HENRY WALKER        | 10656  | \$1,000.00       |
| 10/30 | TKI                 | 10659  | \$1,000.00       |
| 11/2  | JED HAACKE          | 10662  | \$1,000.00       |
| 11/2  | STEVENSON HOMES     | 10663  | \$1,000.00       |



# 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: November 15, 2012

**SUBJECT: SPRING CREEK 4-7 IMPROVEMENTS AGREEMENT**

### RECOMMENDATION

Approve the Farmington City Improvements Agreements (Cash Deposit Forms) between SLI Commercial Real Estate Co. and Farmington City for Spring Creek Phases 4-7.

### BACKGROUND

The bond estimate for the Spring Creek Phase 4-7 subdivision is \$126,848.60 which includes bond for incomplete work and 10% warranty bond. SLI Commercial Real Estate Co. has submitted separate Cash Bond Improvements Agreements for each of Phases 4-7 in the amount of \$23,453.00, \$40,666.50, \$61,578.10, and \$1,151.00, respectively, to the City to administer cash accounts for this projects in the same amounts.

Most of the improvements have been installed. The bond for the remaining few improvements will be released as improvements are installed by the developer and inspected by the City. 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 SLI Commercial Real Estate Co (hereinafter "Developer"), whose address is 261 E 300 South # 350 SLC, UT 84111 and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 130 North 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 Spring Creek Phase 6, located at approximately 1875 W 625 North 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 \$ 61,578.10.

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 \$ 61,578.10 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 30 day of Oct, 2012

CITY:

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
Scott C. Harbertson, Mayor

ATTEST:

\_\_\_\_\_  
Margy Lomax, City Recorder

*Margy Lomax*

DEVELOPER:

LLI Commercial Real Estate P

By: *[Signature]*

Its: *Pner*

**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, \_\_\_\_\_.

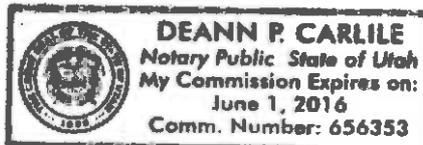
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(Complete if Developer is a Corporation)

STATE OF UTAH )  
 :SS.  
COUNTY OF Davis )

On this 30<sup>th</sup> day of October, 2012, personally appeared before me, Howard James Kent, who being by me duly sworn did say that he/she is the President of SLI Com Re Co a Utah 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.

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



\*\*\*\*\*

(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 \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that he or she is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

CITY ACKNOWLEDGEMENT

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me <sup>his</sup> Scott C. Harbertson ~~and Margy Loman~~ who, being by me duly sworn, did say that they ~~are~~ the Mayor ~~and City Recorder~~, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between SLI Commercial Real Estate Co (hereinafter "Developer"), whose address is 261 E 300 South #350 SLI, UT 84111 and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 130 North 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 Spring Creek Phase 7, located at approximately 1875 W 625 North, 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 \$ 1,151.00.

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 \$ 1,151.00 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 30 day of Oct, 2012

CITY:

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
Scott C. Harbertson, Mayor

ATTEST:

\_\_\_\_\_  
Margo Lomax, City Recorder

*Holly Goddard*

DEVELOPER:

*SLI Commercial Real Estate Co*

By: \_\_\_\_\_

Its: *Pres*

**DEVELOPERS ACKNOWLEDGEMENT**

(Complete if **Developer** is an **Individual**)

STATE OF UTAH )  
 :SS.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH )  
 :SS.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

(Complete if Developer is a Partnership)

STATE OF UTAH )  
 :SS.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

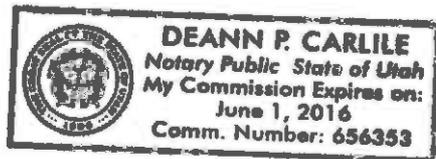
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(Complete if Developer is a Limited Liability Company)

STATE OF UTAH )  
 : SS.  
COUNTY OF Davis )

On this 30th day of October, 2012, personally appeared before me Howard James Kent who being by me duly sworn did say that he or she is the President of SLI Commercial Real Estate Co, a 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



CITY ACKNOWLEDGEMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Scott C. Harbertson ~~and Margy Lomax~~ who, being by me duly sworn, did say ~~that they~~ <sup>he's</sup> ~~are~~ the Mayor ~~and City Recorder~~, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

**FARMINGTON CITY**  
**IMPROVEMENTS AGREEMENT**  
**(CASH FORM)**

**THIS AGREEMENT** is made by and between SLI Commercial Real Estate L  
(hereinafter "Developer"), whose address is 2616 300 South 4350 SLC, UT 84411, 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 Spring Creek Phase 5  
1875 W 625 North 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 \$ 40,666.50.

**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 \$ 40,666.50 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 30 day of Oct, 2012

CITY:

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
Scott C. Harbertson, Mayor

ATTEST:

\_\_\_\_\_  
Holly Gadd, City Recorder

DEVELOPER:

SLI Commercial Real Estate L

By: [Signature]

Its: Pres



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(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, \_\_\_\_\_

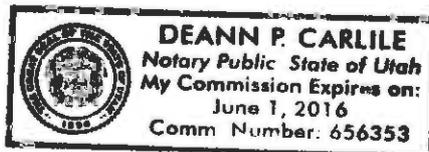
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(Complete if Developer is a Limited Liability Company)

STATE OF UTAH )  
 :SS.  
COUNTY OF Davis )

On this 30 day of October, 2012, personally appeared before me Howard James Kent who being by me duly sworn did say that he or she is the President of SLI Commercial Real Estate Co, a 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





FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between ESI Commercial Real Estate Co (hereinafter "Developer"), whose address is 261 E 300 South # 350 SLC, UT 84111 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 Spring Creek Phase 4, located at approximately 1875 W 625 North, 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 \$ 23,453.00.

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 \$ 23,453.00 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 estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the 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 30 day of Oct, 2012

**CITY:**

**DEVELOPER:**

FARMINGTON CITY CORPORATION

LI Commercial R-E. Co

By: \_\_\_\_\_

By: [Signature]

Scott C. Harbertson, Mayor

Its: Pres.

**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, \_\_\_\_\_.

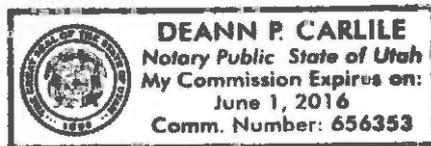
\*\*\*\*\*

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH )  
 : SS.  
COUNTY OF Davis )

On this 30<sup>th</sup> day of October, 2012, personally appeared before me Howard James Kent who being by me duly sworn did say that he or she is the President of SLI Commercial Real Estate Co., a 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.







# 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: Mayor and City Council  
From: Keith Johnson, Assistant City Manager  
Date: November 13, 2012  
SUBJECT: **RESOLUTION FOR "PICK-UP" OF RETIREMENT CONTRIBUTIONS**

### RECOMMENDATION

Approve Resolution.

### BACKGROUND

This resolution was supposed to be passed with the budget in June. I forgot to do so then, and the auditors reminded me that it needed to be done. With the State retirement for Fire employees the City has the option to pick up a portion of the contribution that the State requires. The City only has two employees at this time who are under the provision in the State Retirement System. The City has always picked this up in the past as this is just part of the State Retirement System. It is calculated in the budget for these two employees.

I will make sure that this gets passed at the same time the budget does in the future.

Respectfully Submitted,



Keith Johnson,  
Assistant City Manager

Review and Concur,



Dave Millheim,  
City Manager

**RESOLUTION NO. 2012-\_\_\_\_\_**

**A RESOLUTION PROVIDING FOR THE “PICK-UP” OF REQUIRED MEMBER CONTRIBUTIONS FOR ALL ELIGIBLE EMPLOYEES REQUIRED TO CONTRIBUTE TO THE UTAH STATE RETIREMENT SYSTEMS BY FARMINGTON CITY, UTAH**

**WHEREAS**, the Utah Retirement Systems are established by State statutes and are intended to provide a meaningful retirement benefit to employees who have chosen a career in public service; and

**WHEREAS**, the Utah Retirement Systems operates governmental tax-qualified defined benefit plans described in Section 401(a) of the Internal Revenue Code of 1986; and

**WHEREAS**, in Revenue Ruling 2006-43, the IRS clarified its rules governing member contributions paid by employers (“pick-up”) to require formal action by the employer to effect its “pick-up” election; and

**WHEREAS**, Farmington City is a participating member of the Utah Retirement Systems and elects to “pick-up” member contributions paid to the Utah Retirement Systems on behalf of all its eligible employees.

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

**Section 1. Election Pick up.** Farmington City hereby formally agrees to pick up 100% of the required member contribution for all eligible Farmington City employees required to contribute to the Utah Retirement Systems Contributory Retirement Plan for periods on or after July 1, 2012.

**Section 2. Severability.** If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 20<sup>th</sup> DAY OF NOVEMBER, 2012.**

**FARMINGTON CITY**

**ATTEST:**

\_\_\_\_\_  
Holly Gadd  
City Recorder

By: \_\_\_\_\_  
Scott C. Harbertson  
Mayor

# 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: November 20, 2012  
Subject: APPROVAL OF WRITTEN AGREEMENT FOR MEDICAL CONTROL PHYSICIAN

### RECOMMENDATION

By minute motion approve Written Agreement for Medical Control Physician Medical Doctor (MD) Scott Fredrickson effective immediately.

### BACKGROUND

After serving the Farmington Fire Department as Medical Control Physician for over a decade; MD Craig Marsden respectfully resigned as to pursue family priorities.

Since receiving this notification, FFD administration completed multiple interviews involving various physicians and formally offered MD Scott Fredrickson the position of Medical Control Physician.

On the 6<sup>th</sup> day of November 2012, MD Fredrickson signed a formal agreement as required by the Bureau of Emergency Medical Services - State Rule R426-13-400 (copy attached).

### FUNDING

Funding for the provision of services will remain unchanged at this time (\$4,000 annually).

Respectfully Submitted,

Guido Smith  
Fire Chief

Reviewed & Concur

Dave Millheim  
City Manager

# 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*

## Agreement For Medical Control Physician

Agreement made and entered this 6th day of November, 2012 by and between Farmington City Corporation, hereinafter referred to as the City, and Doctor Scott Fredrickson, hereinafter referred to as the Physician Director.

Whereas, Farmington Fire Department will be providing ambulance service for citizens of Farmington City, adjacent Davis County Area; upon request and/or mutual aid agreements established with neighboring agencies.

Whereas, the City is required by the State of Utah, Department of Health to have a medical director/Physician Advisor when providing ambulance service; and

Whereas, the Medical Director/ Physician Advisor shall have a working knowledge of the Emergency Medical Services (EMS) system in the State of Utah; shall be proficient in and familiar with the skills and knowledge of the EMT certified personnel; and shall be an advocate of pre-hospital medical assessment and treatment under appropriate protocols.

IT IS THEREFORE AGREED as follows:

1. The City hereby agrees to contract with Dr. Fredrickson to act as Medical Director/Physician Advisor to the Farmington City Fire Department and its EMT's.
2. The City agrees to pay the Physician Advisor for said service, the sum of (\$4,000.00) annually. The Physician Advisor agrees to bill the City in quarterly installments of (\$1,000.00) beginning at the end of the first quarter of service to the city. This amount will be reviewed and may be modified as outlined in this agreement.
3. The parties agree that the Physician Advisor is an independent contractor, and is not considered in any way an employee of Farmington City or Farmington City Fire Department. It is further agreed that the Physician Advisor will work directly with the Farmington City Fire Department administrators in exchange of information and recommending courses of action.

4. The Physician Advisor hereby agrees to devote a minimum of four hours per week in acting as the Physician Advisor to the Fire Department/Ambulance Program. If the Physician Advisor does not, or is otherwise unable to devote the agreed upon time set fourth, the amount set fourth in this agreement may be proportionately reduced. Any reduction must be agreed upon by the parties based upon good faith negotiations.
5. The Physician Advisor shall be responsible for the continuing medical education in conjunction with the Fire Department training officer or designate in accordance with requirements of State Health Department, Bureau of Emergency Medical Service and shall;
  - a. Develop and maintain competency skill levels to include, but not limited to the following:
    - Triage
    - Cardiopulmonary resuscitation
    - Airway management (basic and advanced) including removal of foreign objects and suctioning;
    - Administration of intravenous solutions;
    - Basic heart rhythm recognition;
    - Splinting and bandaging;
    - Soft tissue injuries;
    - Extrication and movement of injured persons;
    - Bleeding wounds and shock;
    - Oxygen administration;
    - Emergency childbirth;
    - Trauma systems and medical emergencies;

Currently the State of Utah Department of Health, Bureau of EMS requires 30 hours of CME (Continuing Medical Education) per year with a total of 120hours in four years. It is agreed that the Physician Advisor would assist with this training.

- b. To assist the Fire Department EMT's meet the CME requirements as previously stated, the Physician Advisor may conduct necessary training and or seminars.
- c. The Physician Advisor shall conduct a "Quarterly Case Review" to discuss with members of the Fire Department, specific patient care in the pre-hospital setting. Case reviews may be conducted at any time the Physician Advisor determines it necessary or deemed beneficial by the City.
- d. The Physician Advisor shall be responsible for providing information and recommendations necessary in resolving problems/discrepancies that may

arise with any patient care provided by the City's EMT's employed by the Fire Department.

- e. The Physician Advisor shall become familiar with the ambulance rules and procedures, and update and provide input for the City's EMT's standing orders and protocols, develop and review treatment protocols, assess field performance, critique ambulance runs and operations for Farmington City Ambulances, and shall assist with dispatch protocols and needs, and approve the use of all equipment and medication according to the rules applicable to the level provided by Farmington City Fire Department EMT's.
- f. The Physician Advisor should attend the Davis County EMS Council, which meets quarterly to discuss pertinent local EMS issues in Davis County. The Physician Advisor should attend and be willing to serve on committee's and other EMS meetings as requested by the Administration of the Farmington City Fire Department.
- g. The Physician Advisor shall maintain a working relationship with the City's EMT's and be able and willing to implement programs and techniques in the best interest of the City's EMT's.
- h. The Physician Advisor shall be available to spend time in the pre-hospital setting, responding on emergency calls with the City's EMT's on the ambulance. The roll of the Physician Advisor would be to observe actual EMT performance, skill level, and overall patient care.
- i. The Physician Advisor, having a contractual agreement with Farmington City Corporation, shall provide information, critiques, program recommendations and developments in a confidential manner and shall maintain the necessary professionalism mandated by the position. The Physician Advisor shall not enter into other contracts or agreements as a Physician Advisor with any other EMS providers at any level of certification wherein a potential conflict of interest may exist.
- j. The Physician Advisor shall serve for a period of 2 years, after which time, the parties shall meet and discuss renegotiation of the contract.
- k. The Physician Advisor shall provide written and signed standing orders for EMT's regarding the use of the Cardiac Monitor/ Defibrillator and the use of Compartmentalized Pneumatic Anti-shock Trousers to deal with extraordinary circumstances or when medical control via telecommunications is not available.
- l. The Physician Advisor shall submit semi-annual reports regarding defibrillator program activity. The report shall include as a minimum:

- Response Data
  - Verification of Physician Advisor review of each incident
  - Description of training activities associated with the defibrillator
  - Notice of any changes in any individual defibrillator certified EMT status
6. The Physician Advisor agrees to comply with the provisions of the State of Utah Department of Health Regulations, including R426-15-401, a copy of which is attached to this agreement.
7. The contract shall be in force the 1<sup>st</sup> day after signing of this document by all parties, and may be renewed on terms and conditions agreed upon by the parties or terminated (with or without cause) by either party upon 60 days written notice.
8. The Physician Advisor shall hold the City harmless from and indemnify the city any liability out of his performance under this contract. The Physician Advisor shall maintain medical malpractice Insurance during the term of this agreement with limits of at least \$1,000,000.00 per person and aggregate of \$3,000,000.00.

DATED this 6<sup>th</sup> day of November, 2012

FARMINGTON CITY BY:

ATTEST:

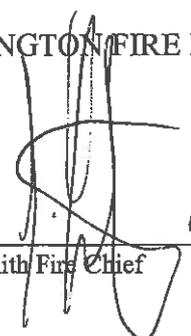
\_\_\_\_\_  
Mayor Scott Harbertson

\_\_\_\_\_  
City Manager /Recorder

PHYSICIAN ADVISOR BY:

FARMINGTON FIRE DEPT. BY:

  
\_\_\_\_\_  
Scott Fredrickson MD / Physician Advisor

  
\_\_\_\_\_  
Guido Smith Fire Chief

**R426-15-401. Medical Control.**

(1) All licensees, designated dispatch centers, and quick response units must enter into a written agreement with a physician to serve as its off-line medical director to supervise the medical care or instructions provided by the field EMS personnel and dispatchers. The physician must be familiar with:

(a) the design and operation of the local prehospital EMS system; and

(b) local dispatch and communication systems and procedures.

(2) The off-line medical director shall develop and implement patient care standards which include written standing orders and triage, treatment, and transport protocols or pre-arrival instructions to be given by designated emergency medical dispatch centers.

(3) The off-line medical director shall ensure the qualification of field EMS personnel involved in patient care and dispatch through the provision of ongoing continuing medical education programs and appropriate review and evaluation;

(4) The off-line medical director shall:

(a) develop and implement an effective quality improvement program, including medical audit, review, and critique of patient care;

(b) annually review triage, treatment, and transport protocols and update them as necessary;

(c) suspend from patient care, pending Department review, a field EMS personnel or dispatcher who does not comply with local medical triage, treatment and transport protocols, pre-arrival instruction protocols, or who violates any of the EMS rules, or who the medical director determines is providing emergency medical service in a careless or unsafe manner. The medical director must notify the Department within one business day of the suspension.

(d) attend meetings of the local EMS Council, if one exists, to participate in the coordination and operations of local EMS providers.



# 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: David E. Petersen, Community Development Director

Date: November 13, 2012

SUBJECT: **WOOD LOT LINE ADJUSTMENTS—MODIFICATION No. 2**

### RECOMMENDATION

Approve the proposed modification to the remaining two lot line adjustments previously approved by the City Council on December 6, 2011, and authorize the Mayor to sign the enclosed Notice of Approval of Boundary Adjustment form in place of the form approved previously subject to the applicant's providing the legal descriptions, and subject to the applicant's home located at 621 South 200 West meeting the City's rear yard setback standards.

### BACKGROUND

Jerry and Becky Wood own Lots 105, 106 and 107 of the Rice Farms Estates 1-A subdivision next to the un-platted parcel which contains their single family home, which parcel fronts the Frontage Road. The City Council previously approved a lot line adjustment request on December 6, 2011, adding a portion of the un-platted Wood property to the platted Wood Lots in Rice Farms. Thereafter, on September 18, 2012, the Woods received another approval to add a larger portion of their un-platted property to just Lot 107. Now they are requesting similar boundary adjustments for the remaining two Lots—105 and 106 (see enclosed petition and maps).

Respectfully Submitted

David Petersen  
Community Development Director

Concur

Dave Millheim  
City Manager

**NOTICE OF APPROVAL OF  
BOUNDARY ADJUSTMENT**

NOTICE is hereby given that the Farmington City Council has approved the following boundary adjustments pursuant to the request of the owners of record of the following described Lots and parcels:

1. Property being transferred to Jerry and Becky Wood, owners of Lot 105 Rice Farms Estates Phase 1-A by Jerry L. and Becky L. Wood, Trustees, owners of Parcel 07-056-0028:

*[Insert Legal Here]*

2. Property being transferred to Jerry and Becky Wood, owners of Lot 106 Rice Farms Estates Phase 1-A by Jerry L. and Becky L. Wood, Trustees, owners of Parcels 07-056-0028 and 07-056-0097:

*[Insert Legal Here]*

The afore said boundary adjustments shall be deemed complete upon the recording of deeds by Jerry and Becky Wood--owners of Lots 105 and 106 Rice Farms Estates Phase 1-A and Jerry L. and Becky L. Wood, Trustees--owners of parcels 07-056-0028 and 07-056-0097--respectively, effecting the above described boundary adjustments and exchange of property. Dated the 20th day of November, 2012.

FARMINGTON CITY

ATTEST:

\_\_\_\_\_  
Holly Gadd, City Recorder

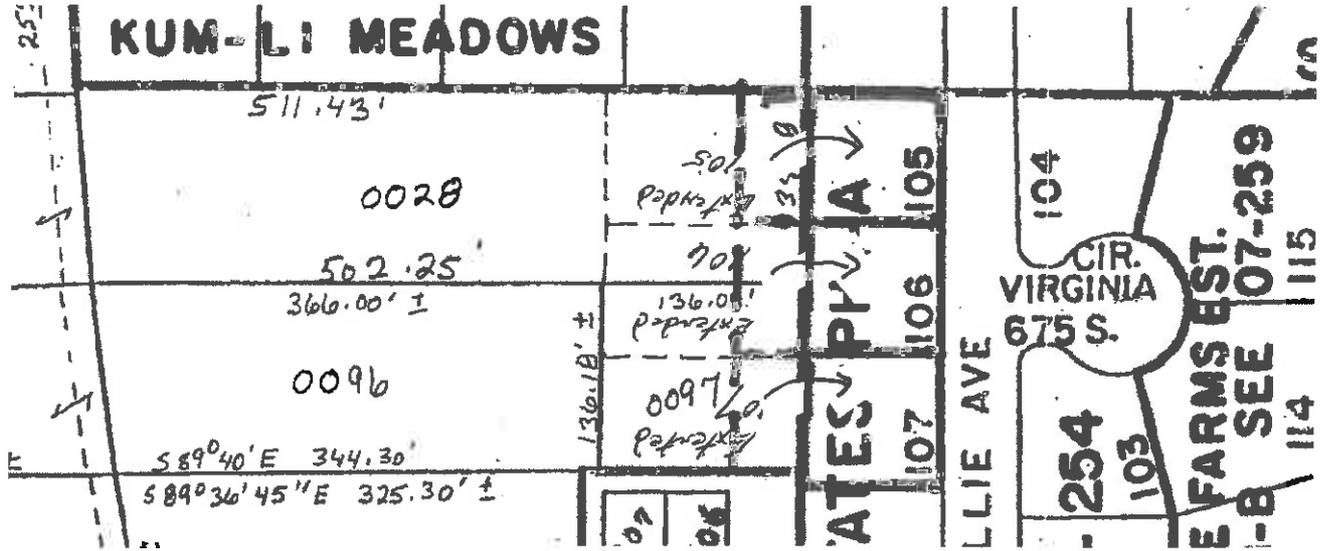
By: \_\_\_\_\_  
Mayor Scott C. Harbertson

STATE OF UTAH            )  
                                      :SS.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of Farmington City, and that the foregoing instrument was signed in behalf of the City and said Scott C. Harbertson acknowledged to me that Farmington City executed the same.

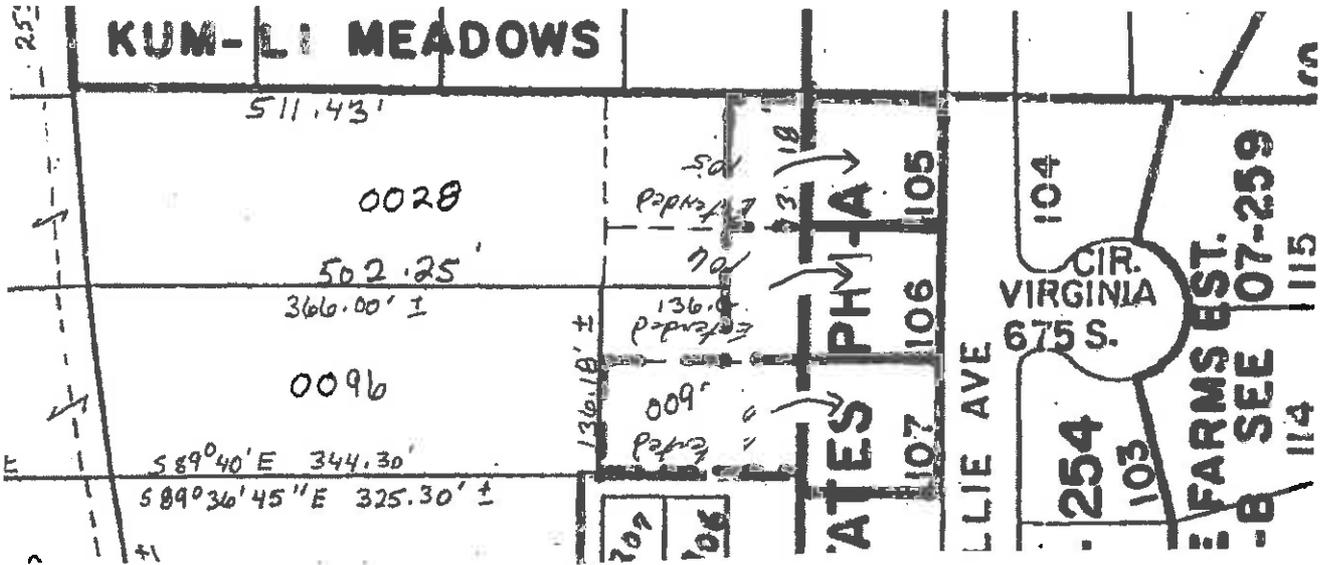
①

December 6, 2011 Request ↘



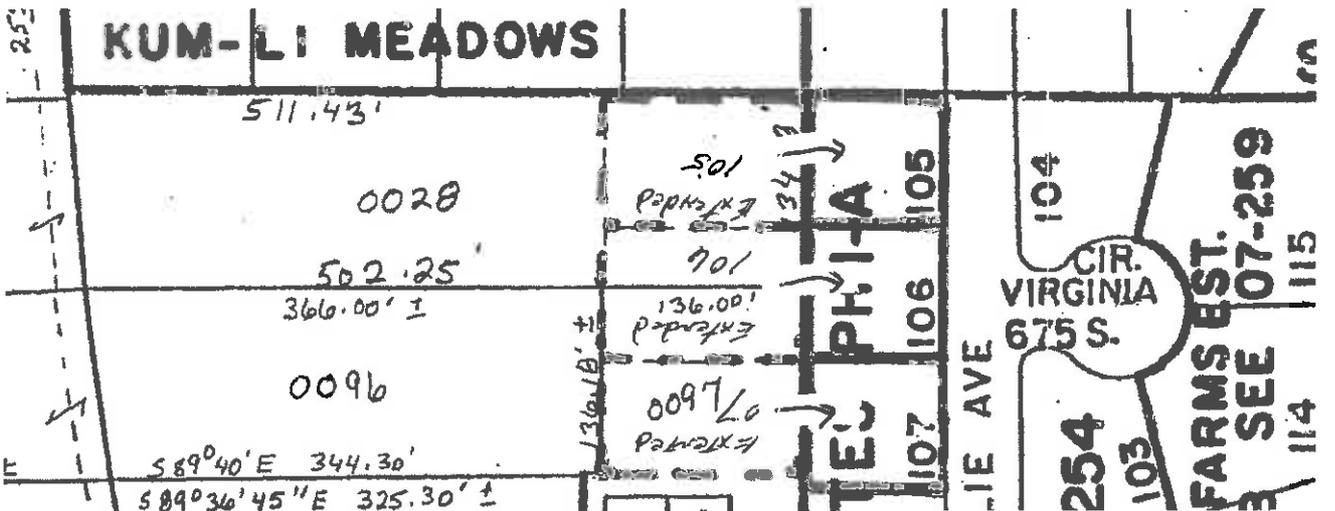
②

Sep 18, 2012 Request ↘



③

Nov. 20, 2012 Request ↘





23 No. Main Street  
P.O. Box 68  
Farmington, UT 84025-0068  
Telephone: (801) 451-2172  
Toll Free: (800) 646-2172  
Fax: (801) 451-7715  
www.keyfingroup.com

11-8-12

To Farmington City Planning

I, Jenny L. Wood, of 621 South 200 West Farmington, UT.  
request ONE LAST CONSIDERATION OF BOUNDARY ADJUSTMENT.

I AM REQUESTING THAT LOTS 105 & 106 BE INCREASED  
FROM THE CURRENT APPROVED 1/3 ACRE LOTS TO 1/2 APPROXIMATE ACRES.

I WOULD LIKE APPROVAL TO EXTEND TO THE WEST OF LOTS  
105 & 106 OF RICE FARMS ESTATES APPROXIMATELY 136.00 FT INTO  
MY PROPERTIES 07-056-0077 & 07-056-0028 (PLEASE SEE  
MAP ATTACHED.)

NOTE, LOT 107 WAS APPROVED IN SEPT. 12 FOR SAME TYPE OF  
BOUNDARY ADJUSTMENT. (SEE ATTACHED APPROVED BOUNDARY ADJUSTMENT.)

Thank You,

Jenny L. Wood

RETURNED  
SEP 27 2012

NOTICE OF APPROVAL OF  
BOUNDARY ADJUSTMENT

E 2689721 B 5615 P 111  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/27/2012 09:29 AM  
FEE \$0.00 Pgs: 1  
DEP RTT REC'D FOR FARMINGTON CITY  
CRRP

NOTICE is hereby given that the Farmington City Council has approved the following boundary adjustment pursuant to the request of the owners of record of the following described Lot and parcel:

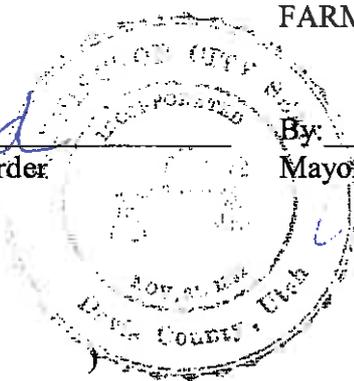
Property being transferred to Jerry and Becky Wood, owners of Lot 107 Rice Farms Estates Phase 1-A by Jerry L. and Becky L. Wood, Trustees, owners of Parcel 07-056-0097:

A protion the property described as Entry 2084983 Dated June 30, 2005 if the Davis County Records also described as follows;  
Beginning at the Northeast Corner of Rice Farms Estates Phase 2 P.U.D. in Farmington City, Davis County, Utah and running thence N89° 36' 45"W 136.00 ft. along the said North boundary of Rice Farms Estates Phase 2 P.U.D., thence N 0° 26' 00" E 81.62 ft., thence S 89° 36' 45" E 136.00 ft.,thence S 0° 26' 00" W 82.50 ft. along the West boundary Rice Farms Estates Phase 1-A to the point of beginning.

The afore said boundary adjustment shall be deemed complete upon the recording of deeds by Jerry and Becky Wood--owners of Lot 107 Rice Farms Estates Phase 1-A and Jerry L. and Becky L. Wood, Trustees--owners of parcel 07-056-0097, effecting the above described boundary adjustment and exchange of property. Dated the 18th day of September, 2012.

ATTEST:

Holly Gadd  
Holly Gadd, City Recorder



FARMINGTON CITY

By: John Bilton  
Mayor Pro Tem John Bilton

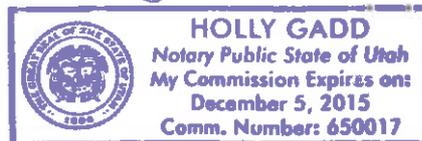
STATE OF UTAH

COUNTY OF DAVIS

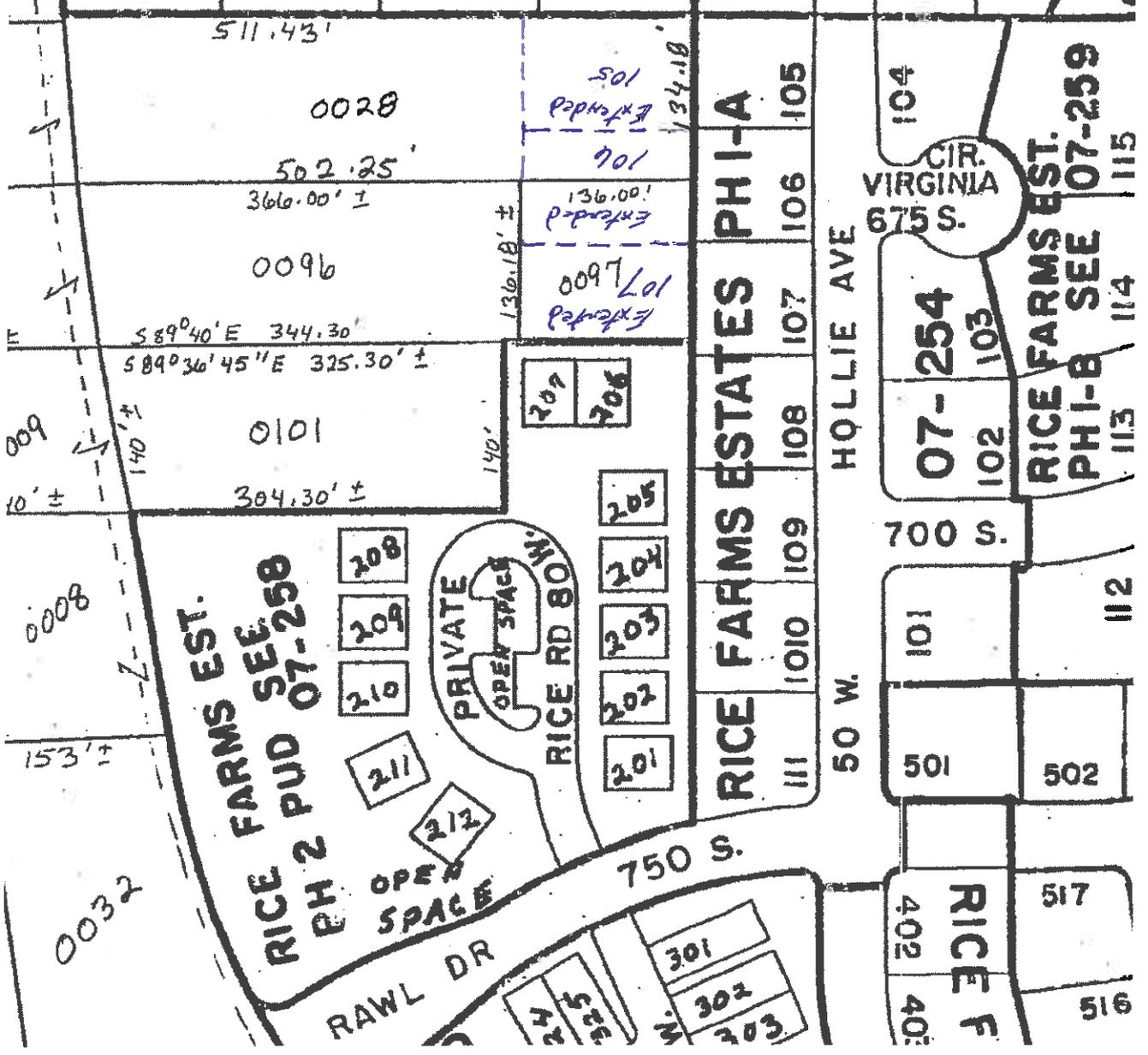
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:ss.  
)

On the 27 day of September, 2012, personally appeared before me John Bilton, who being duly sworn, did say that he is the Mayor Pro Tem of Farmington City, and that the foregoing instrument was signed in behalf of the City and said John Bilton acknowledged to me that Farmington City executed the same.

Holly Gadd  
Notary Public



**KUM-LI MEADOWS**







# 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: David E Petersen, Community Development Director

Date: November 13, 2012

SUBJECT: **SWAIN/WILCOX SHEPARD RIDGE ENTERPRISES, LC  
LOT LINE ADJUSTMENT REQUEST**

### RECOMMENDATION

Approve the proposed lot line adjustment request and authorize the Mayor to sign the enclosed Notice of Approval of Boundary Adjustment form.

### BACKGROUND

Bryan and Jamica Wilcox own Lot 16 of the Shepard Creek Country Estates PUD at 1714 North Canyon Circle. A barn is situated on the east part of their property and Canyon Circle is on the west side of the Lot. Historically, access to the barn was achieved from the east (not from the west to Canyon Circle) via an off-site dirt road connecting their lot to North Compton Road. Now, the owners of the land containing the dirt road are willing to do a boundary line adjustment giving fee title thereof to the Wilcox family.

If the boundary adjustment is approved by the City, it will result in a double frontage lot. Regarding such lots, Section 12-7-020(1) of the Subdivision ordinance states, "Lots having double frontage shall not be approved except where necessitated by topographic or other unusual conditions". The subject request should meet the "other unusual condition" standard because the dirt road has long been the established access to the barn.

Respectively Submitted

David Petersen  
Community Development Director

Concur

Dave Millheim  
City Manager

**NOTICE OF APPROVAL OF  
BOUNDARY ADJUSTMENT**

NOTICE is hereby given that the Farmington City Council has approved the following boundary adjustments pursuant to the request of the owners of record of the following described Lots and parcels:

1. Property being transferred to Bryan K. and Jamica M. Wilcox, owners of Lot 16 of the Shepard Creek Country Estates PUD by Shepard Ridge Enterprises LC owners of Lot 201 Oakwood Estates, Phase 2, Plat 1:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH COMPTON ROAD AS DEDICATED BY THE OFFICIAL PLAT OF SHEPARD HEIGHTS SUBDIVISION; SAID POINT BEING SOUTH 00°14'09" EAST 2539.04 FEET ALONG THE SECTION LINE AND WEST 1312.76 FEET FROM THE NORTHEAST QUARTER CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN AND COMMENCING: THENCE 6.13 FEET ALONG THE ARC OF A 263.60 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD OF WHICH BEARS SOUTH 24°00'07" EAST 6.13 FEET); THENCE SOUTH 54°01'00" WEST 116.03 FEET; THENCE SOUTH 89°47'36" WEST 10.27 FEET; THENCE NORTH 54°01'34" EAST 125.63 FEET TO THE POINT OF BEGINNING. (CONTAINS 725 SQ FT MORE OR LESS)

2. Property being transferred to Bryan K. and Jamica M. Wilcox, owners of Lot 16 of the Shepard Creek Country Estates PUD by Patrice A. Swain, owner of Parcel 08-044-0069:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH COMPTON ROAD AS DEDICATED BY THE OFFICIAL PLAT OF SHEPARD HEIGHTS SUBDIVISION; SAID POINT BEING SOUTH 00°14'09" EAST 2544.65 FEET ALONG THE SECTION LINE AND WEST 1310.30 FEET FROM THE NORTHEAST QUARTER CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN AND COMMENCING: THENCE 6.11 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD OF WHICH BEARS SOUTH 24°55'22" EAST 6.11 FEET); THENCE SOUTH 54°01'34" WEST 159.14 FEET; THENCE NORTH 32°48'07" EAST 36.67 FEET; THENCE NORTH 89°47'36" EAST 12.38 FEET; THENCE NORTH 54°01'34" EAST 116.03 FEET TO THE POINT OF BEGINNING. (CONTAINS 1016 SQ FT MORE OR LESS)

The afore said boundary adjustments shall be deemed complete upon the recording of deeds by Bryan K. and Jamica M. Wilcox, owners of Lot 16 of the Shepard Creek Country Estates PUD, and Shepard Ridge Enterprises LC owners of Lot 201 Oakwood Estates, Phase 2, Plat 1, and Patrice A. Swain, owner of Parcel 08-044-0069, effecting the above described boundary adjustments and exchange of property. Dated the 20th day of November, 2012.

FARMINGTON CITY

ATTEST:

\_\_\_\_\_  
Holly Gadd, City Recorder

By: \_\_\_\_\_  
Mayor Scott C. Harbertson

STATE OF UTAH            )  
  :ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of Farmington City, and that the foregoing instrument was signed in behalf of the City and said Scott C. Harbertson acknowledged to me that Farmington City executed the same.

## LOT LINE ADJUSTMENT REQUEST

Patrice A. Swain (the owner of parcel 08-044-0069), Shepard Ridge Enterprises, LC (the owner of parcel 08-308-0201) and Bryan K. Wilcox and Jamica M. Wilcox (the owner of parcel 08-094-0016) hereby request a lot line adjustment of each of their respective parcels.

The parcel owned by Bryan K. Wilcox and Jamica M. Wilcox ("Wilcox") necessitates having double frontage to provide reasonable access to the barn and additional improvements located on the eastern corner of the Wilcox parcel.

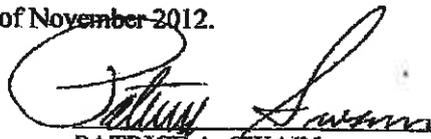
The undersigned owners, being all of the record owners affected by this request, hereby consent to and request Farmington City's approval of a lot line adjustment of the three above-referenced parcels as depicted on the map attached hereto as Exhibit "A" and as more particularly described in Exhibit "B" attached hereto (the "Lot Line Adjustment").

If approved, the Lot Line Adjustment would be completed as follows:

- Parcel 1, as depicted and described in the attached Exhibits A and B, will be conveyed from Shepard Ridge Enterprises, LC ("Shepard Ridge") to Wilcox; and
- Parcel 2, as depicted and described in the attached Exhibits A and B, will be conveyed from Patrice A. Swain ("Swain") to Wilcox; and
- Wilcox will grant a non-exclusive easement to Shepard Ridge and Swain for the entire 12' area collectively conveyed to Wilcox; and
- Farmington City will adjust the boundary lines of the three affected parcels according to the legal descriptions of the property conveyed. (the undersigned agreeing to exchange and record all necessary quit-claim deeds, easement agreements, and boundary agreements).

By signing below, the undersigned owners hereby consent to and agree to the Lot Line Adjustment as described herein. Thank you in advance for your consideration of this request.

DATED this \_\_\_\_ day of November 2012.

  
\_\_\_\_\_  
PATRICE A. SWAIN

\_\_\_\_\_  
BRYAN K. WILCOX



# GARDNER ACCESS EASEMENT



OAK WOOD PLACE

OAK WOOD ESTATES  
PHASE 2, PLAT 1

LOT 201

NORTH COMPTON ROAD

R=263.60  
L=6.13  
DELTA=001°19'59"  
CB=N24° 00' 07"W  
CD=6.13'

P.O.B. PARCEL 1  
P.O.B. PARCEL 2

R=515.67  
L=6.11  
DELTA=000°40'45"  
CB=S24° 55' 22"E  
CD=6.11'

6' TYPICAL  
S54° 01' 34"W  
125.63  
EX FENCE  
6' TYPICAL  
EX FENCE  
S54° 01' 34"W  
159.14  
N54° 01' 34"E  
116.03

N8° 47' 36"E  
12.37

N32° 48' 07"E  
36.67

LOT 6  
SHEPARD  
CREEK COUNTRY  
ESTATES

 PARCEL 1  
 PARCEL 2



**WILDING  
ENGINEERING, INC**

12411 SOUTH FORT STREET  
DRAPER, UTAH 84020  
(801)553-8112

PROJECT NAME

OAK WOOD PHASE 2

DATE

06/11/12

SCALE

1"=30'-0"

DRAWN

JRP

CHECKED

DPW

PROJECT #

12003

SHEET

E-1

FILE NAME:

G:\Data\12003...\dwg\Garnder Access Easement.dwg

**Exhibit "B"**

**Parcel 1:**

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH COMPTON ROAD AS DEDICATED BY THE OFFICIAL PLAT OF SHEPARD HEIGHTS SUBDIVISION; SAID POINT BEING SOUTH 00°14'09" EAST 2539.04 FEET ALONG THE SECTION LINE AND WEST 1312.76 FEET FROM THE NORTHEAST QUARTER CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN AND COMMENCING: THENCE 6.13 FEET ALONG THE ARC OF A 263.60 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD OF WHICH BEARS SOUTH 24°00'07" EAST 6.13 FEET); THENCE SOUTH 54°01'00" WEST 116.03 FEET; THENCE SOUTH 89°47'36" WEST 10.27 FEET; THENCE NORTH 54°01'34" EAST 125.63 FEET TO THE POINT OF BEGINNING. (CONTAINS 725 SQ FT MORE OR LESS)

**Parcel 2:**

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH COMPTON ROAD AS DEDICATED BY THE OFFICIAL PLAT OF SHEPARD HEIGHTS SUBDIVISION; SAID POINT BEING SOUTH 00°14'09" EAST 2544.65 FEET ALONG THE SECTION LINE AND WEST 1310.30 FEET FROM THE NORTHEAST QUARTER CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN AND COMMENCING: THENCE 6.11 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD OF WHICH BEARS SOUTH 24°55'22" EAST 6.11 FEET); THENCE SOUTH 54°01'34" WEST 159.14 FEET; THENCE NORTH 32°48'07" EAST 36.67 FEET; THENCE NORTH 89°47'36" EAST 12.38 FEET; THENCE NORTH 54°01'34" EAST 116.03 FEET TO THE POINT OF BEGINNING. (CONTAINS 1016 SQ FT MORE OR LESS)



# 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: November 9, 2012

**SUBJECT: ADOPTION OF STANDARD OPERATING PROCEDURES**

### RECOMMENDATION

By Minute Motion, adopt Resolution No. 2012-\_\_\_\_\_ adopting Farmington City Standard Operating Procedures.

### BACKGROUND

Section 4.2.6 of the City's Utah Pollution Discharge Elimination System (UPDES) Permit states: "All Permittees shall develop and implement an operations and maintenance (O&M) program for Permittee-owned or operated facilities, operations and structural storm water controls that includes standard operating procedures (SOP's) or similar type of documents and a training component that have the ultimate goal of preventing or reducing pollutant runoff from all Permittee-owned or operated facilities and operations."

The Davis County Storm Water Coalition has developed an example set of SOP's for communities to use as a basis for meeting this requirement. These SOPs were reviewed with the Public Works and Parks & Recreation departments, and adapted to meet the needs of the City. The proposed resolution will adopt these SOPs to fulfill that requirement of the UPDES Permit. A copy of the SOPs will become a part of the Storm Water Management Plan, and copies will be kept by the Public Works and Parks & Recreation departments as a reference. Training will be scheduled with these departments to make sure all employees are familiar with the SOPs and follow them in their daily activities.

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur

Dave Millheim  
City Manager

**RESOLUTION NO. 2012- \_\_**

**A RESOLUTION ADOPTING STANDARD OPERATING PROCEDURES FOR FARMINGTON CITY**

**WHEREAS**, the Farmington City Utah Pollutant Discharge Elimination System (UPDES) Permit requires the adoption of Standard Operating Procedures (SOPs) for Permittee-owned or operated facilities, operations and structural storm water controls; and

**WHEREAS**, the Public Works and Parks & Recreation Departments have reviewed example SOPs developed by the Davis County Storm Water Coalition and have adapted them to meet the needs of the City; and

**WHEREAS**, the City Council finds it necessary to adopt the Standard Operating Procedures to protect the health, safety, and welfare of the residents and citizens of the City.

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

**Section 1. Adoption.** The City Council hereby adopts the Farmington City Standard Operating Procedures, a copy of which is attached hereto and by this reference is made a part hereof. Copies of the Standard Operating Procedures shall be made available to the City staff and other interested persons in accordance with the policies and procedures of the City regarding records.

**Section 2. Severability.** If any section, clause, or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**Section 3. Effective Date.** This resolution shall take effect immediately upon the date of its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, on this \_\_\_\_\_ day of November, 2012.

**FARMINGTON CITY CORPORATION**

By:

\_\_\_\_\_  
Scott C. Harbertson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Holly Gadd  
City Recorder

# STANDARD OPERATING PROCEDURES

Farmington City, Utah



Adapted from Davis County Storm Water Coalition SOPs- November, 2012

## TABLE OF CONTENTS

|  |    |
|--|----|
| PARKS – Chemical Application Pesticides, Herbicides, Fertilizers.....  | 1  |
| PARKS – Mowing and Trimming.....   | 2  |
| PARKS – Planting Vegetation (Starters).....  | 3  |
| PARKS – Planting Vegetation (Seeds).....   | 4  |
| STREETS/STORM DRAIN – Catch Basins.....  | 5  |
| STREETS/STORM DRAIN – Curb Painting.....   | 6  |
| STREETS/STORM DRAIN – Detention Ponds.....   | 7  |
| STREETS/STORM DRAIN – Creek Management.....  | 8  |
| STREETS/STORM DRAIN – Chip Seal.....   | 9  |
| STREETS/STORM DRAIN – Slurry Seal.....   | 10 |
| STREETS/STORM DRAIN – Overlays and Patching.....   | 11 |
| STREETS/STORM DRAIN – Crack Seal.....  | 12 |
| STREETS/STORM DRAIN – Shouldering and Mowing.....  | 13 |
| STREETS/STORM DRAIN – Secondary Road Maintenance.....  | 14 |
| STREETS/STORM DRAIN – Concrete Work.....   | 15 |
| STREETS/STORM DRAIN – Garbage Storage.....   | 16 |
| STREETS/STORM DRAIN – Snow Removal and De-icing.....   | 17 |
| STREETS/STORM DRAIN – Street Sweeping.....   | 18 |
| STREETS/STORM DRAIN – Transporting Soil and Gravel.....  | 19 |
| WATER – Planned Waterline Excavation Repair/Replacement.....   | 20 |
| WATER – Unplanned Waterline Excavation Repair/Replacement.....   | 21 |
| WATER – Transporting Dry Excavated Materials & Spoils.....   | 22 |
| WATER – Transporting Wet Excavated Materials & Spoils.....   | 23 |
| WATER – Waterline Flushing for Routine Maintenance.....  | 24 |
| WATER – Waterline Flushing after Construction/System Disinfection with Discharge to Storm Drain.....                                   | 25 |
| WATER – Waterline Flushing after Construction/System Disinfection with Discharge with Haul Off (Used for Dust Control/Compaction)..... | 26 |
| WATER – Chemical Handling/Transporting and Spill Response.....   | 27 |
| SPILL INCIDENT- Response and Reporting.....  | 28 |
| BUILDINGS – Dumpsters/Garbage Storage.....   | 29 |

## **PARKS – Chemical Application Pesticides, Herbicides, Fertilizers**

1. Preparation:
  - a. Calibrate fertilizer and pesticide application equipment to avoid excessive application.
  - b. Use pesticides only if there is an actual pest problem and test soils for determining proper fertilizer use when determined necessary by staff.
  - c. Time and apply the application of fertilizers, herbicides or pesticides to coincide with the manufacturer's recommendation for best results ("Read the Label").
  - d. Know the weather conditions. Do not use pesticides if rain is expected. Apply pesticides only when wind speeds are low (less than 5 mph).
  
2. Process:
  - a. Always follow the manufacturer's recommendations for mixing, application and disposal. ("Read the Label").
  - b. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment (preferably indoors) so that spills or leaks will not contact soils.
  - c. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting.) of pesticides and fertilizers.
  
3. Clean-up:
  - a. Sweep/blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water.
  - b. Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.
  - c. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label").
  
4. Documentation:
  - a. Keep copies of MSD sheets for all pesticides, fertilizers and other hazardous products used.
  - b. Record fertilizing and pesticide application activities.



## **PARKS – Mowing and Trimming**

1. Preparation:
  - a. Review process with all employees.
  
2. Process:
  - a. Avoid allowing clippings to enter storm drain inlets.
  - b. Clippings to be swept or blown back on to grass areas.
  
3. Clean-up:
  - a. Mowers are scraped and brushed at shop – dry spoils are dried, swept and disposed of.
  - b. Equipment washed in approved wash station.



## **PARKS – Planting Vegetation (Starters):**

1. Preparation
  - a. Call the Blue Stakes Center of Utah at least 2 working days before any digging will be done, to reveal the location of any underground utilities.
  - b. Dial 811 or 1-800-662-4111.
  - c. Decide where any spoils will be taken.
  
2. Process:
  - a. Dig holes; place spoils near the hole where they may easily be placed back around roots. Avoid placing spoils in the gutter.
  - b. Bring each plant near the edge of the hole dug for it.
  - c. Check the depth of the hole, and adjust the depth if necessary. The depth of the hole for a tree should be determined by park staff depending on soil conditions, groundwater depths, etc.
  - d. Carefully remove pot or burlap.
  - e. Place the plant in the hole.
  - f. Backfill the hole with existing spoils, compost, and a litter fertilizer if desired. Do not use excessive amendments.
  - g. Water the plant.
  - h. Stake the plant, if necessary, to stabilize it.
  
3. Clean-up:
  - a. Move any extra spoils into truck or trailer. Place the spoils on a tarp if there is likelihood that some of the dirt would be lost through openings in the bed.
  - b. Sweep dirt from surrounding pavement(s) into the planter area.
  - c. Transport spoils to their designated fill or disposal area.



## **PARKS – Planting Vegetation (Seeds)**

1. Preparation:
  - a. Call the Blue Stakes Center of Utah at least 2 working days before any digging will be done, to reveal the location of any underground utilities.
  - b. Dial 811 or 1-800-662-4111.
  - c. Decide on the application rate, method, water source, and ensure adequate materials are in possession.
  - d. Grade and prepare the soil to receive the seed. Place any extra soil in a convenient location to collect.
  
2. Process:
  - a. Place the seed and any cover using the pre-determined application method (and rate).
  - b. Lightly moisten the seed.
  
3. Clean-up:
  - a. Move any extra spoils into truck or trailer. Place the spoils on a tarp if there is likelihood that some of the dirt would be lost through openings in the bed.
  - b. Sweep dirt, seed, and any cover material from surrounding pavement(s) into the planter area.
  - c. Transport spoils to their designated fill or disposal area.



## STREETS/STORM DRAIN – Catch Basins

1. Preparation:
  - a. Clean sediment and trash off grate.
  - b. Do visual inspection on outside of grate.
  - c. Make sure nothing needs to be replaced.
  - d. Do inside visual inspection to see what needs to be cleaned.
  
2. Process:
  - a. Clean using a high powered vac truck to start sucking out sediment. When sediment is gone use a high pressure washer to clean any other sediment out of catch basin.
  - b. After catch basin is clean, send the rotor of the vac truck downstream to clean pipe and pull back sediment that might have gotten down stream of pipe.
  - c. Move truck downstream of pipe to next catch basin.
  
3. Clean-up:
  - a. When vac truck is full of sediment take it to Central Davis Sewer District to dump all the sediment out of truck into a dry pond.
  - b. When it dries, clean it up with a backhoe, put it into a dump truck, and take it to the landfill.
  
4. Documentation:
  - a. Keep logs of number of catch basins cleaned.
  - b. Record the amount of waste collected.
  - c. Keep any notes or comments on any problems.



## STREETS/STORM DRAIN – Curb Painting

1. Preparation:
  - a. Calculate the amount of paint required for the job.
  - b. Use water based paints if possible.
  - c. Determine whether the wastes will be hazardous or not and the required proper disposal of said wastes.
  - d. Determine locations of storm drain inlets and sewer inlets that may need to be protected.
  - e. Prepare surfaces to be painted without generating wastewater; e.g. Use sandblasting and or scraping.
  - f. Use a citrus-based paint remover whenever possible, less toxic than chemical strippers.
  - g. If wastewater will be generated, use curb, dyke, etc. around the activity to collect the water and collect the debris. Dispose of contaminates collected properly.
2. Process:
  - a. Paint curb.
  - b. Prevent over-spraying of paints and/or excessive sandblasting.
  - c. Use drip pans and drop clothes in areas of mixing paints and painting.
  - d. Store latex paint rollers and brushes in air tight bags to be reused later with the same color.
  - e. Have available absorbent material and other BMP's ready for an accidental paint spill.
3. Clean-up:
  - a. Paint out brushes and rollers as much as possible. Squeeze excess paint from brushes and rollers back into the containers prior to cleaning them.
  - b. Pour excess paint from trays and buckets back into the paint can containers and wipes with cloth or paper towels. Dispose of the towels according to the recommendations on the paint being used.
  - c. Rinse water-based paint brushes in the sink after pre-cleaning. Never pour excess paint or wastewater from cleanup of paint in the storm drain.
  - d. Clean up oil based paints with paint thinner. Never clean oil based brushes in a sink or over a storm drain. Filter solvents for reuse if possible and/or store in approved drum for recycling.
4. Documentation:
  - a. Write-up/report any discharges into storm drain system.



## STREETS/STORM DRAIN – Detention Ponds

1. Preparation:
  - a. Remove any sediment and trash off grates.
  - b. Do a visual inspection to make sure grates are in good shape and everything is in good working order.
  - c. Pull grates, inspect inside of basin.
  
2. Process:
  - a. Start cleaning by using backhoe to remove silt and sediment off the bottom and try to keep anything from going downstream.
  - b. Put all sediment into a dump truck.
  
3. Clean-up:
  - a. After cleaning basins, clean off the concrete pads.
  - b. Make sure they are swept up and clean.
  - c. Haul to and dump trucks in the landfill.
  
4. Documentation:
  - a. Keep logs of number of detention ponds cleaned.
  - b. Record the amount of waste collected.
  - c. Keep any notes or comments on any problems.



## STREETS/STORM DRAIN – Creek Management

1. Preparation:
  - a. Monitor streams on a regular basis.
  - b. Check culverts and crossings after every storm.
  - c. Maintain access to stream channels wherever possible.
  
2. Process:
  - a. Identify areas requiring maintenance.
  - b. Determine what manpower or equipment will be required.
  - c. Identify access and easements to area requiring maintenance.
  - d. Determine method of maintenance that will be least damaging to the channel.
  
3. Clean-up:
  - a. Stabilize all disturbed soils.
  - b. Remove all tracking from paved surfaces near maintenance site, if applicable.
  - c. Haul all debris or sediment removed from area to approved dumping site.
  
4. Documentation:
  - a. Keep log of actions performed.
  - b. Record the amount of materials removed or imported.
  - c. Keep any notes or comments on any problems.



## STREETS/STORM DRAIN – Chip Seal

1. Preparation:
  - a. Clean and dry areas where materials are to be applied. Cover manholes and catch basins to prevent oil and materials from getting inside the structures or system.
  
2. Process:
  - a. Follow closely behind emulsion distributor with chip spreader. Travels slowly enough to prevent chips from rolling when they hit the surface. Use street sweeper to pick up excess chips. Follow closely behind the chip spreader with rollers. Maximum speed 5 mph. Roll entire surface twice.
  
3. Clean-up:
  - a. Remove loose aggregate from the roadway. Remove excessive asphalt applications and spills. When covers are removed, remove any materials which have entered the storm drain structures.
  
4. Documentation:
  - a. Record location and date on the maintenance database and map.



## STREETS/STORM DRAIN – Slurry Seal

1. Preparation:
  - a. Remove weeds from the roads. Clean and dry areas where materials are to be applied. Verify that existing pavement has been inspected for detrimental effects of poor drainage.
  
2. Process:
  - a. Apply materials smoothly and uniformly. Slurry material should not run onto adjacent pavement surface.
  
3. Clean-up:
  - a. Ensure that all loose is removed from travelway. Ensure that excess emulsion and spill materials are removed from the site and disposed of properly.
  
4. Documentation:
  - a. Record location and date on the maintenance database and map



## STREETS/STORM DRAIN – Overlays and Patching

1. Preparation:
  - a. Cover manholes and catch basins to prevent oil and materials from getting inside the structures or system.
  - b. Properly seal cracks. Remove alligator cracks and potholes and patch them. Mill rutting.
  - c. Clean and dry surface.
  - d. Apply uniform tack coat and cure prior to placement of overlay.
  
2. Process:
  - a. Check aggregate for proper temperature, percentage asphalt, gradation, air voids and any other agency requirements.
  - b. Surface texture should be uniform, no tearing or scuffing.
  - c. Roll to achieve proper in-place air void specification.
  
3. Clean-up:
  - a. Remove covering as soon as the threat of imported materials entering the system is reduced and prior to a storm event. Raise structure rims to elevation of new asphalt.
  
4. Documentation:
  - a. Record location and date on the maintenance database and map



## STREETS/STORM DRAIN – Crack Seal

1. Preparation:
  - a. Remove weeds from the road.
  - b. Air-blast cracks to remove sediments from the crack to allow for proper adhesion.
  - c. Surface should be clean and dry.
  
2. Process:
  - a. Maintain proper temperature of material.
  - b. Apply sufficient material to form the specified configuration.
  
3. Clean-up:
  - a. Remove excessive sealant application or spills.
  - b. Remove all loose debris from cleaning from the pavement.
  
4. Documentation:
  - a. Record location and date on the maintenance database and map



## **STREETS/STORM DRAIN – Shouldering and Mowing**

1. Preparation:
  - a. Use traffic control devices as necessary.
  - b. Perform any roadside maintenance in a way to prevent eroded materials from entering the storm drain system.
  
2. Process:
  - a. Place import material as needed and perform grading to achieve proper drainage.
  - b. Remove grass clippings from paved surface and gutter after mowing.
  
3. Clean-up:
  - a. Clean any loose material off asphalt or gutter.
  
4. Documentation:
  - a. Record location and date on the maintenance database and map



## STREETS/STORM DRAIN – Secondary Road Maintenance

1. Preparation:
  - a. Determine length of job or task.
  - b. Locate and determine a disposal site.
  - c. Use proper equipment and avoid any safety hazards.
  - d. Check for proper drainage: slopes, berms etc.
  - e. Protect storm drain inlets with gravel bags.
  
2. Process:
  - a. Load truck with material or have it brought in.
  - b. Verify load, travel same route. Smooth or grade road.
  - c. Maintain proper slope in road for water run off.
  
3. Clean-up:
  - a. Clean up accumulated material around gravel bags, then remove.
  - b. Clean up equipment. Spray down should not enter storm drain system.
  - c. Clean up any debris on traveled roads.
  
4. Documentation:
  - a. Daily activity report; Log book; or journal. Date, time, who, location.



## STREETS/STORM DRAIN – Concrete Work

1. Preparation:
  - a. Train employees and contractors in proper concrete waste management.
  - b. Store dry and wet materials under cover, away from drainage areas.
  - c. Prepare or designate cleanout area, or direct contractor to clean out at their shop.
  
2. Process:
  - a. Avoid mixing excess amounts of fresh concrete on-site
  - b. Repair gutters, sidewalks, grind trip hazards, remove and replace concrete sections as necessary
  
3. Clean-up:
  - a. Perform washout of concrete trucks in designated areas only
  - b. Do not washout concrete trucks into storm drains, open ditches, streets or streams
  - c. Cement and concrete dust from grinding activities is swept up and removed from the site.
  
4. Documentation:



## STREETS/STORM DRAIN – Garbage Storage

1. Preparation:
  - a. Locate dumpsters and trash cans with lids in convenient, easily observable areas.
  - b. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.
  - c. Provide training to employees to prevent improper disposal of general trash.
  
2. Process:
  - a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.
  - b. Locate dumpsters on a flat, concrete surface that does not slope or drain directly into the storm drain system.
  - c. Install berms, curbing or vegetation strips around storage areas to control water entering/leaving storage areas.
  
3. Clean-up:
  - a. Keep areas around dumpsters clean of all garbage.
  - b. Have garbage bins emptied as often as needed to keep from overflowing.
  - c. Wash out bins or dumpsters as needed. Do not allow washout to enter storm drains.



## STREETS/STORM DRAIN – Snow Removal and De-icing

1. Preparation:
  - a. Store de-icing material under a covered storage area.
  - b. Slope loading area away from parking lot.
  - c. Design drainage from loading area to collect runoff before entering storm water system.
  - d. Wash out vehicles (if necessary) in approved washout area before preparing them for snow removal.
  - e. Calibrate spreaders to minimize amount of de-icing material used and still be effective.
  - f. Provide vehicles with spill cleanup kits in case of hydraulic line rupture or other spills.
  - g. Train employees in spill cleanup procedures and proper handling and storage of de-icing materials.
  
2. Process:
  - a. Load material into trucks minimizing spillage.
  - b. Distribute the minimum amount of de-icing material to be effective on roads.
  - c. Park trucks with de-icing material inside when possible.
  
3. Cleanup:
  - a. Sweep up all spilled de-icing material around loading area.
  - b. Clean out trucks after snow removal duty in approved washout area.
  - c. Provide maintenance for vehicles in covered area.
  - d. Sweep up residual sand from streets when weather permits.



## STREETS/STORM DRAIN – Street Sweeping

1. Preparation:
  - a. Prioritize cleaning routes to use at the highest frequency in areas with the highest pollutant loading.
  - b. Restrict street parking prior to and during sweeping using regulations as necessary.
  - c. Increase sweeping frequency just before the rainy season.
  - d. Perform preventative maintenance and services on sweepers to increase and maintain their efficiency.
  
2. Process:
  - a. Streets are to be swept as needed or specified by the city. Street maps are used to ensure all streets are swept at a specified interval.
  - b. Drive street sweeper safely and pick up debris.
  
3. Clean-up:
  - a. Street sweepers will be cleaned out at the Central Davis Sewer District site.
  - b. After drying, waste from the sweeper will be collected and hauled to the landfill.
  
4. Documentation:
  - a. Keep accurate logs to track street swept and streets still requiring sweeping.



## STREETS/STORM DRAIN – Transporting Soil and Gravel

1. Preparation:
  - a. Dry out wet materials before transporting.
  - b. Spray down dusty materials to keep from blowing.
  - c. Make sure you know and understand the SWPPP requirements for the site you will be working at.
  
2. Process:
  - a. Use a stabilized construction entrance to access or leave the site where materials are being transported to/from.
  - b. Cover truck bed with a secured tarp before transporting.
  - c. Follow the SWPPP requirements for the specific site to/from which the materials are being hauled.
  - d. Make sure not to overfill materials when loading trucks.
  
3. Clean up:
  - a. Use sweeper to clean up any materials tracked out on the roads from site.
  - b. Wash out truck and other equipment making sure wash water cannot enter the storm drains.
  
4. Documentation:
  - a. Report any contamination from hauling on a regular inspection report.



## **WATER – Planned Waterline Excavation Repair/Replacement**

1. Preparation:
  - a. Determine where discharge flow will go.
  - b. Protect storm drain inlets.
  - c. Clean gutters leading to inlets.
  
2. Process:
  - a. Direct any discharge to pre-determined area.
  - b. Backfill excavation.
  - c. Haul off excavated material or stock pile nearby.
  
3. Clean up:
  - a. Clear gutter/ waterway where water flowed.
  - b. Clean up all areas around excavation.
  - c. Clean up all tracked material from travel path.



## **WATER – Unplanned Waterline Excavation Repair/Replacement**

1. Preparation:
  - a. Equip leak repair equipment with filter material (Inlet Protection Filter bags).
  
2. Process:
  - a. Stop the discharge.
  - b. Inspect flow path of discharged water.
  - c. Protect water inlet areas.
  - d. Follow planned repair procedures.
  - e. Haul off spoils of excavation.
  - f. Consider use of silt filter bags on pumps.
  
3. Clean-up:
  - a. Repair eroded areas as needed.
  - b. Follow planned repair procedures.
  - c. Clean up all tracked material from travel path.



## **WATER – Transporting Dry Excavated Materials & Spoils**

1. Preparation:
  - a. Utilize truck with proper containment of materials.
  - b. Determine disposal site of excavated materials.
  
2. Process:
  - a. Load.
  - b. Check truck after loading for possible spillage.
  - c. Transport in manner to eliminate spillage & tracking.
  - d. Utilize one route for transporting.
  
3. Clean-up:
  - a. Clean loading area.
  - b. Clean transporting route.
  - c. Wash off truck and other equipment making sure wash water does not enter the storm drain.



## **WATER – Transporting Wet Excavated Materials & Spoils**

1. Preparation:
  - a. Utilize truck with containment for material.
  - b. Determine disposal site of excavated material.
  
2. Process:
  - a. Load and Transport in manner to eliminate spillage & tracking of material.
  - b. Check truck for spillage.
  - c. Utilize **one** route of transport.
  
3. Clean-up:
  - a. Check route of transport and provide cleaning of any spilled material.
  - b. Wash out truck and other equipment.



## **WATER – Waterline Flushing for Routine Maintenance**

1. Preparation:
  - a. Determine flow path of discharge to inlet of waterway.
  - b. Determine chlorine residual.
  
2. Process:
  - a. Clean flow path.
  - b. Protect inlet structures.
  - c. Use diffuser to dissipate pressure to reduce erosion possibilities.
  
3. Clean-up:
  - a. Clean flow path.
  - b. Remove inlet protection.
  
4. Documentation:
  - a. Record residual tests of discharge water.



## **WATER – Waterline Flushing after Construction/System Disinfection with Discharge to Storm Drain**

1. Preparation:
  - a. Determine chlorine content of discharged water. Utilize de-chlorination equipment.
  - b. Determine flow path of discharge.
  
2. Process:
  - a. Protect inlets in flow path.
  - b. Sweep and clean flow path.
  - c. Use diffuser to reduce velocities.
  
3. Clean-up:
  - a. Pick up inlet protection.
  - b. Clean flow paths.
  - c. Remove equipment from flush point.
  
4. Documentation:
  - a. Record residual test of discharged water.



**WATER – Waterline Flushing after Construction/System Disinfection with Discharge with Haul Off (Used for Dust Control/Compaction)**

1. Preparation:
  - a. Determine chlorine content of discharged water.
  - b. Determine appropriate construction activity for treatment.
  
2. Process:
  - a. Flush to tanker for disposal on unpaved construction activity for dust control or compaction.
  - b. Confirm that application of water is in appropriate location.
  
3. Clean-up:
  - a. Remove equipment from flush point.
  
4. Documentation:
  - a. Record residual test of discharged water.
  - b. Record location of water discharged.



## WATER – Chemical Handling/Transporting and Spill Response

1. Preparation:
  - a. Understand MSDS sheets for handling of product.
  - b. Determine proper place of handling.
  - c. Have necessary containment and spill kits at handling place.
  
2. Process:
  - a. Begin transfer process.
  - b. Discontinue operations if spill levels occur.
  - c. Disconnect and store handling equipment.
  
3. Clean-up:
  - a. Clean up spills with proper material.
  - b. Dispose of contaminated material at appropriate facility.
  
4. Documentation:
  - a. Report spills to Davis County.

|                    |          |                       |
|--------------------|----------|-----------------------|
| During work hours: | 451-3296 |                       |
| After hours:       | 451-4151 | Davis County dispatch |



## **SPILL INCIDENT- Response and reporting**

When spill is observed or report of spill comes in:

- Does the incident pose an immediate threat to life or health?
  - Yes- Call 911 (give description of location, material, amount, and extent).
    - Describe incident in spill log.
  - No- Move to next step.
  
- Are you able to safely contain the spill with tools and/or material at hand?
  - Yes- Contain the spill and secure the area, then ensure cleanup is done.
    - Report spill according to the reporting list below.
    - Describe incident in spill log.
  
- Is spill during working hours?
  - No- Call 911 (give description of location, material, amount, and extent).
    - Describe incident in spill log.
    - On next working day, report according to reporting list below.
  - Yes- Report according to reporting list below.
    - Describe incident in spill log.

## **Incidents to be reported to:**

### **Pollutant Description**

Pollutant releases to water (surface or ground water)  
Hydrocarbons (fuel, oil), release of 25 gallons or more  
Radiological Materials, any spill or release  
Extremely Hazardous chemicals, 2.2 lb. or more  
(e.g. cyanide, arsenic, chlorine)  
Other hazardous chemicals, 220 lb. or more  
Underground storage tanks, any leaking or release

### **Report to**

Davis Co., UDEQ, NRC  
Davis County and UDEQ  
Davis County and UDEQ  
  
Davis County and UDEQ  
Davis County and UDEQ  
UDEQ

*Other spills, particularly those contained and cleaned up, do not need to be reported*

## **Phone contact list**

|   |                         |
|---|-------------------------|
| Emergency                                     | 911                     |
| Davis County Environmental Health (Davis Co.) | 801-451-3296            |
| National Response Center (NRC)                | 800-536-4123 (24 hours) |
| Utah Dept. of Environmental Quality (UDEQ)    | 801-536-4123 (24 hours) |
| Utah Division of Solid and Hazardous Waste    | 801-538-6170            |
| Utah Hazmat Response Officer                  | 801-538-3745 (24 hours) |



## BUILDINGS – Dumpsters/Garbage Storage

1. Preparation.
  - a. Train employees on proper trash disposal.
  - b. Locate dumpsters and trash cans in convenient, easily observable areas.
  - c. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.
  - d. Install berms, curbing, or vegetation strips around storage areas to control water entering/leaving storage areas.
  - e. Whenever possible store garbage containers beneath a covered structure or inside to prevent contact with storm water.
2. Process.
  - a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.
  - b. Request/use dumpsters, and trash cans with lids and without drain holes.
  - c. Locate dumpsters on a flat, hard surface that does not slope or drain directly into the storm drain system.
3. Clean-up.
  - a. Keep areas around dumpsters clean of all garbage.
  - b. Have garbage bins emptied regularly to keep from overflowing.
  - c. Wash out bins or dumpsters as needed to keep odors from becoming a problem.
4. Documentation
  - a. Document training of employees



# FARMINGTON CITY



SCOTT C. HARBERTSON  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: November 8, 2012

SUBJECT: **REPLACEMENT NOTICE FOR COUNCIL VACANCY AND APPROVAL OF RECRUITMENT PROCESS**

### RECOMMENDATIONS

By minute motion, approve the attached Council member vacancy notice and the process outlined herein to fill the vacancy.

### BACKGROUND

Nelsen Michaelson has submitted a letter of resignation due to new job out of state. We will miss his participation and service. A copy of Utah Code 20A-1-510 is attached which outlines the steps we must follow to fill the vacancy. There are three summary points to emphasize from the Code requirements; 1) a minimum two week notice of the vacancy be properly posted, 2) the City Council interviews applicants and selects the replacement in a public meeting, and 3) the appointed person will only be appointed through 2013 and will have to stand for general election in the fall of 2013 should they wish to serve after that time.

The process we are recommending is very simple and these steps have been discussed in detail with the City Attorney. First, the Council approves the attached notice which allows us to formally accept applications from qualified residents from November 20<sup>th</sup> until 5:00 p.m., Monday, December 10<sup>th</sup>. Second, the application packet would request a one page letter of interest from the applicant expressing why they want to serve and a current resume. Third, on December 4<sup>th</sup> at the Council meeting, each applicant would be given a few minutes (with a running timer) to “interview” with the Council. The interview would be very informal with the applicant expressing verbally why they want to serve and any experience they want to emphasize. Council could ask, if needed, any experience related questions as identified on the resume or from their interview. Total time per applicant would be limited as a general rule to five minutes.

A few years ago, the legislature specifically passed a prohibition against any discussion, selection or evaluation of potential council member replacements in a closed meeting.

Therefore, once the interviews (presentations) are completed, the law requires an open session discussion of whom the Council may want to appoint. After whatever open discussion is taken place, someone would make a motion to appoint and after a second of the motion, a vote would be taken. The process would repeat itself until a vote could be taken. The Mayor only votes if we have a tie. The appointed person would be invited to participate in the meeting after that point. A formal swearing in with family and other community members invited would be scheduled for the first Council meeting in January, 2013. They would be officially acting as a Councilmember immediately upon being appointed.

Respectfully Submitted

A handwritten signature in blue ink that reads "Dave Millheim". The signature is cursive and includes a horizontal line at the end.

Dave Millheim  
City Manager

PUBLIC NOTICE OF CITY COUNCIL VACANCY AND INTENT TO FILL

Approved by the City Council this 20<sup>th</sup> Day of November, 2012  
Farmington City, Utah

This is formal notice that the Farmington City Council intends to fill a City Council vacancy caused by the resignation of Nelsen Michaelson to accept employment out of state. Mr. Michaelson's resignation is effective November 30, 2012. The City Council intends to appoint a replacement at 7:00 p.m. on December 18, 2012 at City Hall during the regularly scheduled Council meeting. This will be an open meeting and members of the public and media are invited to attend.

Per Utah Code 20A-1-510(1)(b), this notice is posted until December 10, 2012 at City Hall, the City web site and the Utah Public Access website inviting all interested and qualified parties to apply for this vacancy.

To qualify for this vacancy, you must file a declaration of candidacy which can be obtained from the City Recorder, during normal office hours at City Hall. Minimum requirements to be considered are:

1. Be United States Citizen and a registered voter over 18 years of age, with primary residence in Farmington, Utah for a period of no less than the previous 12 months.
2. Not be a convicted felon.
3. Written submission declaring your desire to fill the vacant Council seat.

Please submit a one page cover letter expressing your desire to serve and a copy of a current resume to: City Recorder, Attn: Council application, 160 South Main, Farmington, Utah, 84025. This declaration of candidacy and any related materials you wish to submit must be physically received by the City Recorder not later than 5:00 p.m., December 10, 2012.

Please obtain from the City Recorder during regular business hours, a copy of the staff report dated November 8, 2012 which outlines the process the Council will be using to select and appoint the replacement. Also be advised that whoever is selected will be appointed through December 31, 2013. If they wish to serve after that point, they will be required to file for the general election in the fall of 2013.

Authorized by the City Council and executed by the Mayor, November 20, 2012.

---

Scott Harbertson, Mayor

Date

interim replacement to fill the vacant office by following the procedures and requirements of this subsection.

(a) The county legislative body shall appoint a deputy county or district attorney to serve as acting county or district attorney if there are at least three deputies in the office that has the vacancy.

(b) The county legislative body may contract with any member of the Utah State Bar in good standing to be acting county or district attorney if:

(i) there are not at least three deputies in the office that has the vacancy; or

(ii) there are three or more deputies in the office but none of the deputies is willing to serve.

(2) A person appointed as interim replacement under this section shall hold office until his successor is selected and has qualified.

History: 1997

**20A-1-510. Midterm vacancies in municipal offices.**

(1) (a) Except as otherwise provided in Subsection (2), if any vacancy occurs in the office of municipal executive or member of a municipal legislative body, the municipal legislative body shall appoint a registered voter in the municipality who meets the qualifications for office established in Section 10-3-301 to fill the unexpired term of the office vacated until the January following the next municipal election.

(b) Before acting to fill the vacancy, the municipal legislative body shall:

(i) give public notice of the vacancy at least two weeks before the municipal legislative body meets to fill the vacancy;

(ii) identify, in the notice:

(A) the date, time, and place of the meeting where the vacancy will be filled;

(B) the person to whom a person interested in being appointed to fill the vacancy may submit the interested person's name for consideration; and

(C) the deadline for submitting an interested person's name; and

(iii) in an open meeting, interview each person whose name was submitted for consideration and meets the qualifications for office regarding the person's qualifications.

(c) (i) If, for any reason, the municipal legislative body does not fill the vacancy within 30 days after the vacancy occurs, the municipal legislative body shall fill the vacancy from among the names that have been submitted.

(ii) The two persons having the highest number of votes of the municipal legislative body after a first vote is

taken shall appear before the municipal legislative body and the municipal legislative body shall vote again.

(iii) If neither candidate receives a majority vote of the municipal legislative body at that time, the vacancy shall be filled by lot in the presence of the municipal legislative body.

(2) (a) A vacancy in the office of municipal executive or member of a municipal legislative body shall be filled by an interim appointment, followed by an election to fill a two-year term, if:

(i) the vacancy occurs, or a letter of resignation is received, by the municipal executive at least 14 days before the deadline for filing for election in an odd-numbered year; and

(ii) two years of the vacated term will remain after the first Monday of January following the next municipal election.

(b) In appointing an interim replacement, the municipal legislative body shall:

(i) comply with the notice requirements of this section; and

(ii) in an open meeting, interview each person whose name was submitted for consideration and meets the qualifications for office regarding the person's qualifications.

(3) (a) In a municipality operating under the council-mayor form of government, as defined in Section 10-3b-102:

(i) the council may appoint a person to fill a vacancy in the office of mayor before the effective date of the mayor's resignation by making the effective date of the appointment the same as the effective date of the mayor's resignation; and

(ii) if a vacancy in the office of mayor occurs before the effective date of an appointment under Subsection (1) or (2) to fill the vacancy, the council chair shall serve as acting mayor during the time between the creation of the vacancy and the effective date of the appointment to fill the vacancy.

(b) While serving as acting mayor under Subsection (3)(a)(ii), the council chair continues to:

(i) act as a council member; and

(ii) vote at council meetings.

History: 2012

**20A-1-511. Midterm vacancies on local school boards.**

(1) (a) A local school board shall fill vacancies on the board by appointment, except as otherwise provided in Subsection (2).

(b) If the board fails to make an appointment within 30 days after a vacancy occurs, the county legislative body, or municipal legislative body in a city district, shall fill the vacancy by appointment.

# 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: Christy Alexander, Associate City Planner

Date: November 20, 2012

SUBJECT: APPROVAL OF A MINOR PLAT FOR THE BRAY AMENDED  
SUBDIVISION

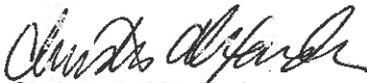
### RECOMMENDATION

Approve the attached Minor Plat for the Bray Amended subdivision (4 lots), located at approximately 1940 North and Oakwood Place, subject to the same conditions and findings established previously by the Planning Commission on November 1, 2012 as set forth in the attached supplemental information.

### BACKGROUND

The applicant, John Cahoon, is requesting approval for a minor 4-lot subdivision and plat amendment on property at approximately 1940 North and Oakwood Place. The applicant is proposing to amend their current 3 lot subdivision adjacent to the Oakwood Estates subdivision that has been built. This amendment will subdivide his property and add one more lot. City Council voted to approve the schematic plan on June 19, 2012 and the Planning Commission voted to recommend this minor plat for approval on November 1, 2012.

Respectfully Submitted

  
Christy J. Alexander  
Associate City Planner

Review & Concur

  
Dave Millheim  
City Manager



## Planning Commission Staff Report November 1, 2012

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### Item 3: Minor Plat for the Bray Amended Subdivision

|                           |  |
|---------------------------|--|
| Public Hearing:           | No   |
| Application No.:          | S-9-12                                     |
| Property Address:         | Approximately 1940 North and Oakwood Place |
| General Plan Designation: | LDR (Low Density Residential)              |
| Zoning Designation:       | LR-F (Large Residential Foothill)          |
| Area:                     | 3.16 Acres                                 |
| Number of Lots:           | 4  |
| Property Owner:           | John Cahoon                                |
| Agent:                    | John Cahoon                                |

Request: *Applicant is requesting a recommendation for approval of a Minor Plat for the Bray Amended Subdivision.*

---

#### **Background Information**

The applicant, John Cahoon, is requesting a recommendation for Minor Plat approval for a minor 4-lot subdivision and plat amendment on property located at approximately 1940 North and Oakwood Place. The proposed minor plat contains a total of 4 lots on 3.16 acres of property. The underlying zone for this property is an LR-F zone. John Cahoon is proposing an amendment to the existing Bray Subdivision that has been built. This amendment will subdivide his property and add one more lot. Since the number of lots does not exceed 10, the approval process consists of a Schematic Plan and Minor Subdivision Plat/Plat Amendment. The City Council approved the Schematic Plan on June 14, 2012. The Planning Commission provides a recommendation to the City Council regarding the Minor Plat.

#### **Suggested Motion(s)**

Move that the Planning Commission recommend that the City Council approve the Minor Plat for the Bray Amended 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 Minor Plat;

2. Applicant must receive approval of the Minor Plat from the City Council in order to record the proposed subdivision.

**Findings for Approval:**

1. The proposed Final Plat is consistent with the previously approved Schematic Plan.
2. The proposed subdivision meets all of the requirements for Minor Plat approval.

**Supplemental Information**

1. Vicinity Map
2. Bray Amended Subdivision Minor Plat

**Applicable Ordinances**

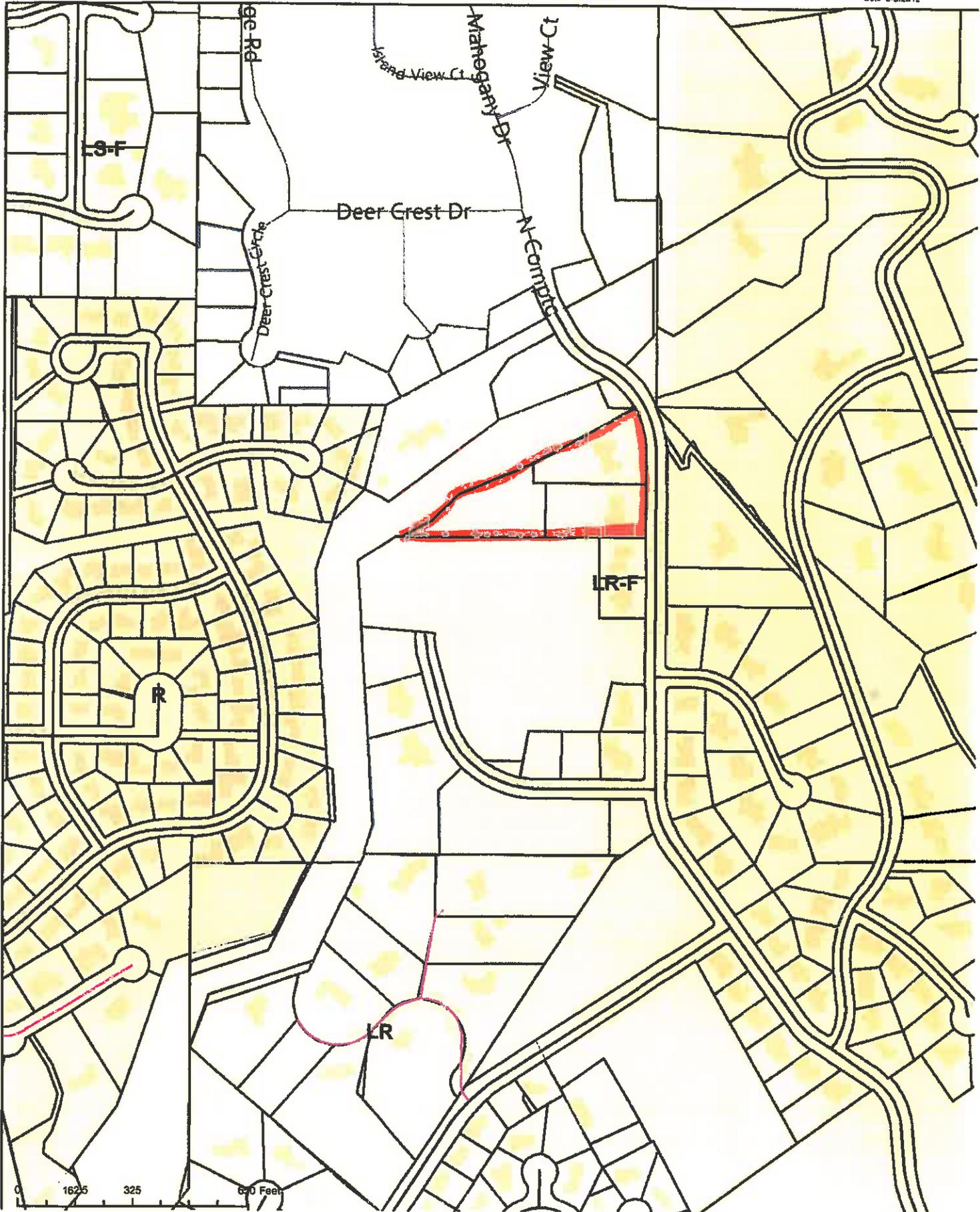
1. Title 12, Chapter 5 – Minor Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 11 – Single-Family Residential Zones
4. Title 11, Chapter 30 – Foothill Development Standards



# BRAY AMENDED SUBDIVISION VICINITY MAP



Date: 6/8/2012





## CITY COUNCIL AGENDA

For Council Meeting:  
November 20, 2012

### **SUBJECT: City Manager Report**

1. Upcoming Agenda Items
2. Building Activity Report for October
3. Public Comment Form
4. Public Hearing Comments
5. Police & Fire Monthly Activity Reports for October
6. Submittal of Application for North Main Improvements

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

## *Upcoming Agenda Items*

### **December 4, 2012 – Staff Reports Due: November 21<sup>st</sup>**

Work Session: Council Rolls Emergency Operations (Paul White)  
Excess Water Rights Issue (Paul Hirst)  
Election Signage  
Long Range Fire Staffing Costs

Presentation: Crosswalk Safety Project Update (Hunter and Spencer Benson)  
Introduction of New Medical Director for Fire Department

#### Action Items:

Parks & Recreation Budget and Pool  
Scoreboards for Elementary School

#### Summary Action Items:

- Approval of Minutes of Previous Meetings
- Ratification of Approvals of Storm Water Bond Logs
- Agreement for Medical Control Physician
- Station Parkway Design Proposal
- Tom Owens Agreement regarding Fence Issue

| Month of October 2012   | 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 |
| <b>NEW CONSTRUCTION</b> *****                                     |   |                           |                        |                      |                             |
| SINGLE FAMILY   | 9   | 9                         | \$2,587,886.00         | 86                   | 86                          |
| DUPLEX  |   |                           |                        |                      |                             |
| MULTIPLE DWELLING   |   |                           |                        |                      |                             |
| OTHER RESIDENTIAL   | 25  | 25                        | \$2,374,252.00         | 58                   | 58                          |
| <b>SUB-TOTAL</b>  | <b>34</b>   | <b>34</b>                 | <b>\$4,962,138.00</b>  | <b>144</b>           | <b>144</b>                  |
| <b>REMODELS / ALTERATION / ADDITIONS</b> *****                    |   |                           |                        |                      |                             |
| BASEMENT FINISH   | 2   |                           | \$14,320.00            | 9                    |                             |
| CARPORT/GARAGE  | 0   |                           | \$0.00                 | 4                    |                             |
| ADDITIONS/REMODELS  | 2   |                           | \$7,500.00             | 15                   |                             |
| SWIMMING POOLS/SPAS   | 1   |                           | \$54,447.00            | 3                    |                             |
| OTHER (water heater, elec change, roof)                           | 12  |                           | \$93,673.00            | 30                   |                             |
| <b>SUB-TOTAL</b>  | <b>17</b>   |                           | <b>\$169,940.00</b>    | <b>61</b>            |                             |
| <b>NON-RESIDENTIAL - NEW CONSTRUCTION</b> *****                   |   |                           |                        |                      |                             |
| COMMERCIAL (shell only)   | 3   |                           | \$17,187,632.00        | 5                    |                             |
| PUBLIC/INSTITUTIONAL  |   |                           |                        |                      |                             |
| CHURCHES  |   |                           |                        |                      |                             |
| OTHERS  |   |                           |                        | 6                    |                             |
| <b>SUB-TOTAL</b>  | <b>3</b>  |                           | <b>\$17,187,632.00</b> | <b>11</b>            |                             |
| <b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL</b> ***** |   |                           |                        |                      |                             |
| COMMERCIAL/INDUSTRIAL   | 2   |                           | \$234,941.00           | 36                   |                             |
| OFFICE  | 0   |                           | \$0.00                 | 1                    |                             |
| PUBLIC/INSTITUTIONAL  | 0   |                           | \$0.00                 | 1                    |                             |
| CHURCHES  |   |                           |                        |                      |                             |
| OTHER   |   |                           |                        |                      |                             |
| <b>SUB-TOTAL</b>  | <b>2</b>  |                           | <b>\$234,941.00</b>    | <b>38</b>            |                             |
| <b>MISCELLANEOUS - NON-RESIDENTIAL</b> *****                      |   |                           |                        |                      |                             |
| Signs, Demizing Wall  | 4   |                           | \$8,800.00             | 11                   |                             |
| <b>SUB-TOTAL</b>  | <b>4</b>  |                           | <b>\$8,800.00</b>      | <b>11</b>            |                             |
| <b>TOTALS</b>   | <b>60</b>   | <b>34</b>                 | <b>\$22,563,451.00</b> | <b>265</b>           | <b>144</b>                  |



## Comment Form

One of the most important parts of our **City Meeting** is the opportunity for citizens to speak. In an effort to maintain an orderly meeting and to insure the rights of others, we ask that the following rules be followed.

1. This comment form must be completed and submitted by everyone who wishes to make any comments to any item on or off the agenda.  
Whether you are the applicant/representative or if you just wish to comment for or against the item.  
Please submit this form to the CITY RECORDER before the start of the meeting.
2. Clearly state your name (please spell last name) and address for the record.
3. Observe the *(2 minutes)* time limit given for each remark.
4. Speak only to the Chairman and Council members of tonight's meeting.
5. Follow directives that may be given by the Chair.

In addition to these rules, each speaker is encouraged to be specific in their remarks.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

(Please Print Clearly)

PHONE NUMBER(s): \_\_\_\_\_ Email: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SHORT Summary of your comment /remarks tonight: \_\_\_\_\_

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*(Please use the backside of this paper if you do not have enough space for your summary).*

**NOTE:** All citizens attending tonight's meeting will be expected to respect the rights of others by refraining from any open display of support or opposition to the remarks of any speaker, or open demonstration thereof. Anyone not complying with these rules of procedure may be asked to leave the meeting.

I have read and agree to abide by the rules listed.

Signed by: \_\_\_\_\_

*(This form is not complete unless signed)*

## ***AGENDA – September 18, 2012***

### ***WELCOME TO THE HIGHLAND CITY COUNCIL MEETING***

The Highland City Council welcomes all to address concerns and issues. Please make all comments in a professional and courteous manner. Please ensure information presented is updated and correct; The City Council may present the correct fact-based information at a later session for the record. Thank you for your cooperation in making this a positive opportunity to express concerns and opinions to citizens and the City Council.

#### ***A Note to Those Who Wish to Address the City Council:***

Speakers are asked to come forward when invited by the Mayor and ***use the microphone*** that is provided so comments may be recorded. Speakers should ***introduce themselves (name, address if desired)***. ***Speakers are limited to three minutes for their remarks.*** If a number of individuals are speaking on the same topic, the group should select a single spokesperson to address the issue.

***Please Remember:*** The Highland City Council is a legislative body and, as such, functions under many of the same operational rules as other similar bodies. Public input during its formal meetings is to assist the Council in ascertaining public attitudes and interest. It is not a forum for open discussion or debate between the Council and citizens. However, when the Council deems it necessary, for issues of special and general interest, it may open the meeting to an open discussion.

***Any disruptive outbursts, applauding or rude comments are inappropriate.***

#### ***A Note about Public Hearings***

It is important to note that the opinions shared at public hearings are not necessarily representative of the entire population. Typically, most speakers at public hearings are in opposition to an item as they feel the need to voice their concerns. In contrast, those who support the matter often don't feel the need to announce their support and thus stay home. Therefore, the City Council does not, nor would it be appropriate, count the negative and positive comments and base its decision on that count. The City Council does listen to citizens' comments and base their votes on the information gained at the hearing, along with the knowledge they have gained throughout the entire process.

**FEEL FREE TO CONTACT THE MAYOR OR ANY OF THE  
COUNCIL MEMBERS INDIVIDUALLY**

Email addresses are available on [www.highlandcity.org](http://www.highlandcity.org)

October 2012  
Activity Reports  
for  
Police & Fire





# Farmington City Police Department 2012 - Summary Cont.

|       | Average | Total |
|-------|---------|-------|
| Cases | 158.20  | 1582  |

| Reports  | Officer | 53.80 |
|----------|---------|-------|
| Crime    | 87.70   |       |
| Accident | 16.00   | 160   |
| Supp     | 33.70   |       |

| Citations | Total | 106.10 | 1061 |
|-----------|-------|--------|------|
| Traffic   | 71.00 |        |      |
| Parking   | 6.10  |        |      |
| Other     | 29.00 |        |      |

|            |         |       |
|------------|---------|-------|
| Activities | 2400.10 | 24001 |
|------------|---------|-------|

|                |         |       |
|----------------|---------|-------|
| Investigations | Working | 34.70 |
| # Reports      | 31.10   | 311   |



# Farmington City Fire Department



## Monthly Activity Report

### October 2012



#### Emergency Services

**Fire Related / Engine Response Calls:** 29  
*All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...*

**Ambulance Related Calls:** 55 / Transported 24 (44%)  
*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...*

**Calls Missed / Unable to adequately staff:** 4

**Urgent EMS Related Response Times (AVG):** 4.2 Minutes GOAL 4 minutes or less (+ 0.2 min.)

**Urgent Fire Related Response Times (AVG):** 9.4 Minutes GOAL 4 minutes or less (+ 5.4 min.)

#### FIRE / EMS Operational Staffing Hours (based on a 28-day pay period from Sep 21<sup>st</sup> – Oct 19<sup>th</sup> 2012)

**Basic Staffing Hours:** Actual 1479 / Budgeted 1504/ Variance -25

**Breakdown of Short Staffing Hrs.** Weekends =12Hrs. Weekdays : AM=13 Hrs. PM=0Hrs.  
*1 F/T Captain @ 40 hours per week, and 2 staffed positions 24 hours per day (PT FF's).*

**Additional Staffing Hours:** FIRE 43 / EMS 137 / TOTAL = 180  
*Additional hours accrued by P/T personnel to support operational activities such as Call-Backs, Engine Responses, etc.*

**Administrative Staffing Hours:** Actual 310 / Budgeted 300 (MD Interviews)  
*1 F/T Salary Exempt Fire Chief @ 40 hours per week, 1 P/T Secretary @ 20 hours per week, and 1 P/T Fire Marshal @ flexible hours not to exceed 15 hours per week avg.*

**Total Operational & Administrative Staffing Hours:** Hours 1,969

**Contracted Hours:** 5.0 / 294.5 YTD  
*Legacy Center Standby, Forest Service Standby, etc.*

#### Monthly Revenues & Grant Activity YTD

|   |             |                   |                                    |
|---|-------------|-------------------|------------------------------------|
| <b>Ambulance:</b>                             |             |                   |                                    |
| Ambulance Services Billed (previous month):   | \$29,059.23 | \$334,965.14 YTD  | <b>YTD Collected %<br/>(57.4%)</b> |
| Ambulance Billing Collected (previous month): | \$28,698.13 | \$192,393.38 YTD  |                                    |
| Variance:                                     | -\$361.10   | -\$142,571.96 YTD |                                    |

|  |       |               |
|--|-------|---------------|
| <b>Grants / Assistance / Donations:</b>          |       |               |
| Grants Applied For: None                         | \$0   | \$109,000 YTD |
| Grants Received: NFPA Fire Prevention Literature | \$200 | \$111,010 YTD |

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

|   |            |                                       |
|---|------------|---------------------------------------|
| Drill # 1– Officers Monthly Meeting & Training:         | 21         |                                       |
| Drill #2– FFD OPEN HOUSE:                               | 90         | Avg. Wednesday Night Drill Attendance |
| Drill #3– Special Saturday Hoist Training- Life Flight: | 48         | by FFD Personnel This Month: 28       |
| Drill #4– EMS Drills – Medicine Term & Immobilization:  | 60         |                                       |
| Other: New Hire In-Service Training                     | 40         |                                       |
| USAR Tech Rescue Training x1 Capt.Love                  | 40         |                                       |
| ADO-P Class to continue November 5, 2012                | 0          | 1,100 ADO-P / YTD                     |
| <b>Total Training / Actual Attended Man-Hours:</b>      | <b>299</b> | <b>3,220 YTD</b>                      |

### Fire Prevention & Inspection Activities

|                                     |     |  |
|-------------------------------------|-----|--|
|                                     | QTY |  |
| Business Inspections:               | 5   |  |
| Fire Plan Reviews & Related:        | 2   |  |
| Station Tours & Public Ed Sessions: | 22  |  |

### Health, Wellness & Safety Activities

|   |     |       |
|---|-----|-------|
|   | QTY |       |
| Reportable Injuries:                              | 0   | 1 YTD |
| Physical Fitness / Gym Membership Participation % | 38% |       |
| Chaplaincy Events:                                | 2   |       |

### FFD Committees & Other Internal Group Status

|   |   |       |
|---|---|-------|
| Process Improvement Program (PIP) Submittals: | 1 | 5 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:**

*Delivery of services (response times) remained almost the same for EMS and FIRE calls at 4.2 minutes on medicals and 9.4 minutes for fire responses. A total of 4 calls (5%) resulted in either short-staffing or no-staffing of apparatus, primarily during day time hours and weekends. We only fell short 25 hours (1,922YTD) on shift staffing as a direct result of the new shift bid process. Ambulance transport percentages increased by one percent (44%). Collections of revenues continue with little predictability due to collection & mandated billing variables. FFD held one of its most successful annual open houses to date with an estimated 1,300 community members in attendance. FFD personnel stepped up to the occasion with great results and we also appreciate those council members who attended – THANK YOU! ISO completed audits with FFD, DCSC Dispatch and the Water Department – results to be returned April 2013. Currently our city insurance rating is 7/9 and our goal is to bring Farmington below a 5/9. This might have an impact on insurance premiums throughout the Farmington community. FFD performed several hazard assessments of the Farmington Canyon area to include 34 log cabins located within our response area of US Forest Service lands. FFD is planning to host a large structure / interface exercise late spring 2013 that will involve multiple agencies to help provide measurable expectations of fire & EMS services in the canyon. FFD also responded to several close-call structure fires\*, one of which was located within the community of Little Valley (aka Pretty Valley). FFD was able utilize its completed tender truck for structural water support and performed as designed. FFD hosted the 1<sup>st</sup> annual Davis County Fire Officers Association (DCFOA) "Awards Ceremony" that was a great success (Program attached). October training focused Fire Prevention Activities, Advanced Rescue Operations with Air-Evacuations, Medical Pharmacology, Patient Immobilization Techniques and Engineer sign-off completions. October marked the first month of the new shift-fill process that has proven to be a success with only a few hours not staffed! We are still dialing-in a few minor changes to help perfect this process. After completing various interviews with several ER physicians (replacement for Doctor Marsden), Doctor Scott Fredrickson (also local resident) has accepted the position and shall complete final documentation early November that will be brought to the council for final approval. FFD administration focus for November is to complete various reports and summaries for ISO completion in addition to city council requests.\* Note: One structure fire incident that occurred on the evening of October 26<sup>th</sup> was brought into question at a public meeting regarding the late arrival of a fire truck. After a thorough review of the incident it appears the 2<sup>nd</sup> responding fire truck from Farmington did not confirm the address and responded to an incorrect address initially provided by dispatch. This address was confirmed once the 2<sup>nd</sup> engine arrived in the area of the incorrect address. On-call Battalion Chief and 1<sup>st</sup> responding engine (E-71) was the 1<sup>st</sup> fire apparatus to arrive on-scene with a total of 2 Chiefs, 2 Engines and 1 Ambulance from the Farmington Fire Station. South Davis Metro responded 1 Ambulance and 1 Chief. Kaysville responded 1 Engine.*

Fire & EMS Operational SHIFT HRS / Coverage  
12 Month Performance Trend / 2PT & 1 FT Staffing

|                           | Jan  | Feb | Mar | Apr | May | Jun | Jul  | Aug  | Sep  | Oct  | Nov  | Dec  |
|---------------------------|--|-----|-----|-----|-----|-----|------|------|------|------|------|------|
| <b>2011</b>               |  |     |     |     |     |     |      |      |      |      |      |      |
| Actual P/T Shift Hours    | Pre-24 Hr Ambulance Staffing x 2 Personnel |     |     |     |     |     |      |      |      |      |      |      |
| Actual F/T Shift Hours    |  |     |     |     |     |     | 1131 | 1336 | 1274 | 1310 | 875  | 867  |
| Total                     |  |     |     |     |     |     | 160  | 160  | 160  | 160  | 160  | 160  |
| Budgeted                  |  |     |     |     |     |     | 1291 | 1496 | 1434 | 1470 | 1035 | 1027 |
| Variances                 |  |     |     |     |     |     | 1504 | 1504 | 1504 | 1504 | 1504 | 1504 |
| % of Shifts Covered       |  |     |     |     |     |     | -213 | -8   | -70  | -34  | -469 | -477 |
| % of shifts NOT Covered   |  |     |     |     |     |     | 86%  | 99%  | 95%  | 98%  | 69%  | 68%  |
| # of Weekend Hrs Short    |  |     |     |     |     |     | 14%  | 1%   | 5%   | 2%   | 31%  | 32%  |
| # of Weekday AM Hrs Short | NO DATA                                    |     |     |     |     |     |      |      |      |      |      |      |
| # of Weekday PM Hrs Short | NO DATA                                    |     |     |     |     |     |      |      |      |      |      |      |

|                                | Jan  | Feb  | Mar  | Apr  | May  | Jun  | Jul* | Aug  | Sep  | Oct  | Nov     | Dec     |
|--------------------------------|------|------|------|------|------|------|------|------|------|------|---------|---------|
| <b>2012 / Pay Periods (PP)</b> |      |      |      |      |      |      |      |      |      |      |         |         |
| Actual P/T Shift Hours         | 3 PP | 2 PP | 2 PP | 2 PP | 2 PP | 3 PP | 2 PP | 2 PP | 3 PP | 2 PP | 0       | 0       |
| Actual F/T Shift Hours         | 1921 | 1287 | 1283 | 1198 | 1217 | 1586 | 1537 | 1041 | 2047 | 1479 | 0       | 0       |
| Total                          | 240  | 160  | 170  | 165  | 170  | 250  | 170  | 160  | 240  | 160  | 0       | 0       |
| Budgeted                       | 2161 | 1447 | 1453 | 1363 | 1387 | 1836 | 1707 | 1201 | 2287 | 1639 | 0       | 0       |
| Variances                      | 2256 | 1504 | 1504 | 1504 | 1504 | 2256 | 2176 | 1504 | 2256 | 1504 | 0       | 0       |
| % of Shifts Covered            | -95  | -57  | -51  | -141 | -117 | -420 | -469 | -303 | 31   | 135  | 0       | 0       |
| % of shifts NOT Covered        | 96%  | 96%  | 97%  | 91%  | 92%  | 81%  | 78%  | 80%  | 91%  | 109% | #DIV/0! | #DIV/0! |
| # of Weekend Hrs Short         | 4%   | 4%   | 3%   | 9%   | 8%   | 19%  | 22%  | 20%  | 9%   | 0%   |         |         |
| # of Weekday AM Hrs Short      | 55   | 19   | 23   | 62   | 44   | 236  | 288  | 216  | 132  | 12   | 0       | 0       |
| # of Weekday PM Hrs Short      | 30   | 28   | 33   | 48   | 42   | 112  | 38   | 54   | 53   | 13   | 0       | 0       |
| Budgeted duty hours not filled | 10   | 10   | 5    | 36   | 31   | 82   | 153  | 33   | 24   | 0    | 0       | 0       |

\*Includes 672 Additional Special Hazard Staffing Hours - Filled & Not Filled

1ST ANNUAL  
DAVIS COUNTY  
FIRE OFFICERS  
AWARD CEREMONY

**Flag Presentation:** Davis County Honor Guard

**Invocation:** Mike Pless

**Welcome:** DCFO President

**Speaker:** Commissioner  
Bret Millburn

**Dance Presentation:** Celtic Beat Dance Company

***Awards***

**Letter of Appreciation:** Michael Sheets

**Educator of the Year:** Doug Bitton

**Rookie of the Year:** Jordan Hummel

**EMT/Paramedic of the Year:** Shaun Hale

**Firefighter of the Year:** William Elson

**Fire Officer of the Year:** Greg Stewart

**Company Citations:**

Clinton City Fire  
North Davis Fire District  
Sunset City Fire

**Distinguished Service Medals**

Steve Cox                      Jason Cook

**Medal of Gallantry**

Allen Hadley                      Michael Coleman  
Michael Coleman                Shad Owens  
Jeremy Krage                      Curt King  
John Pettijohn

Davis County



Fire Officers

*With courage you will dare to  
take risks, have the strength to be  
compassionate, and the wisdom to  
be humble. Courage is the  
foundation of integrity*

*Unknown Author*



OCTOBER 25, 2012

CITY COUNCIL AGENDA

For Council Meeting:  
November 20, 2012

**SUBJECT: Mayor Harbertson & City Council Reports**

1. Ruth Gatrell Letter

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

PO Box 586  
Farmington, Utah 84025-0586  
October 18, 2012

The Honorable Scott T. Harbertson, Mayor  
Farmington City

Dear Mayor Harbertson:

Attached is a copy of the program my singing group performed in the Farmington Community Arts Center last night. As the program shows, sponsorship is attributed to Farmington City. I want to thank you and the council for making that cultural event available to the public in that wonderful Center. Since the Center falls under the purview of Parks & Recreation, please relay to all of their employees my appreciation for the outstanding manner in which they care for and administer the use of that facility.

I was particularly impressed by Jen Jenkins, the building supervisor. I had planned on having my own sound engineer and microphones for this event, but at the last minute, arrangements fell through. After explaining my problem to Jen, she very efficiently and quickly activated the Center's equipment and the program went on as scheduled. Jen was always courteous and pleasant. She treated me as someone she truly wanted to help rather than as just someone whose duty it was to accommodate and then get rid of as soon as possible. She is definitely an asset to Farmington City. Would you please let her know the gratitude I feel for what she did?

And again, thanks to you and the council for making this and similar cultural events possible.

Sincerely yours,



Ruth Gatrell

Telephone: 801-451-2275