

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 Parks & Recreation budget and pool, election signage and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, December 4, 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 15, 2012

7:10 Introduction of new Medical Director for Fire Department

PUBLIC HEARINGS:

7:15 Schematic Plan Approval for Nicholls Nook PUD Subdivision

7:35 Scenic Byway Overlay Electronic Message Sign Ordinance

PRESENTATION OF PETITIONS AND REQUESTS:

7:40 D&RGW Rail Trail; Centerville to Farmington

7:45 Federal Aid Agreement for Matching Funds – Park Lane at Clark Lane and 1100 West

7:55 Alternative Review Process for Approval of a Supplementary “Additional Project Master Plan” for Park Lane Commons

SUMMARY ACTION:

8:30 Minute Motion Approving Summary Action List

1. Approval of Minutes from November 20, 2012
2. Purchase of Tabletop Scoreboards
3. Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings
4. Fence Agreement with Tom Owens
5. Pool Boiler Replacement, Men's Shower Pedestal Replacement and Future Safety Repair and Replacement Needs
6. Plat Amendment for Farmington Bay Business Park Plat A

GOVERNING BODY REPORTS:

8:35 City Manager Report

1. Upcoming Agenda Items
2. Farmington Canyon Road Repairs/Gate Placement

8:45 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for potential property acquisition.

DATED this 29th 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:
December 4, 2012

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

It is requested that City Manager Dave Millheim give the invocation/opening comments to the meeting and it is requested that Council Member Jim Young 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:
December 4, 2012

S U B J E C T: Executive Summary for Planning Commission held November 15, 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: December 4, 2012

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON
NOVEMBER 15, 2012

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on November 15, 2012 [note: eight commissioners attended the meeting—Michael Wagstaff, Rick Draper, Kris Kaufman, Brigham Mellor, Brett Anderson, Bob Murri, Mack MacDonald and Brad Dutson]:

1. Tory McDonald – (Public Hearing) – Applicant is requesting approval of a two lot subdivision by metes and bounds (lot split) and a special exception to allow an accessory building to straddle a lot line on property on .5128 acres located at 386 North 100 East in an OTR zone. (S-15-12)
Voted to approve, Vote: 7 – 0
2. Henry Walker Homes – (Public Hearing) – Applicant is requesting a recommendation of Schematic Plan and PUD Master Plan approval for Nicholls Nook PUD, a 9 lot subdivision on approximately 1 acre of property located at approximately 50 South 100 West in an R-4 PUD zone. (S-13-12)
Voted to recommend for approval, Vote: 7 – 0
3. Brad Pack – Applicant is requesting a recommendation of a plat amendment for the Farmington Bay Business Park Plat A Amendment #1 on approximately 8.2 acres of property located at approximately 1250 South 650 West in an LM&B zone. (S-14-12)
Voted to recommend for approval, Vote: 7 – 0
4. Brad Pack – 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 approve, Vote: 7 – 0

Respectfully Submitted



Christy Alexander
Associate City Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2012

S U B J E C T: Introduction of new Medical Director for Fire Department

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Guido Smith will introduce Dr. Scott Fredrickson as the new Medical Director.

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:
December 4, 2012

PUBLIC HEARING: Schematic Plan Approval for Nicholls Nook PUD Subdivision

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

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: December 4, 2012

SUBJECT: APPROVAL OF A SCHEMATIC PLAN FOR THE NICHOLL'S NOOK PUD
SUBDIVISION

RECOMMENDATION

1. Hold the public hearing.
2. Approve the attached Schematic Plan for the Nicholl's Nook subdivision (9 lots), located at approximately 100 West and 50 South, subject to the same conditions and findings established previously by the Planning Commission on November 15, 2012 as set forth in the attached supplemental information.
3. Determine whether the road should be public or private.

BACKGROUND

The Planning Commission granted Schematic Plan and Preliminary (PUD) Master Plan approval for the Nicholl's Nook Planned Unit Development (PUD) on September 13, 2007 and June 26, 2008. Later the City approved a Final (PUD) Master Plan and entered into a development agreement with Rodney Griffin, the developer for the project (see attached agreement). Due to the economy at the time, the developer was unable to follow through with the project. Now, Henry Walker Homes desires to amend the Master Plan by providing nine detached single family dwellings instead of nine attached dwellings, all the while still meeting the density requirements. The main issue previously was whether to designate the road as public or private. The old development agreement stated that it would be a public road and the new developer is requesting the road to remain private and be maintained by an HOA. Staff is concerned that the 28 foot road as now proposed may become public in the future and will not meet the City's Development Standards. The Planning Commission placed a condition of approval on this project stating that the applicant will work with the Public Works Department to decide whether or not the road will be public or private. The City Council should actually decide this matter at the same time as Schematic Plan approval is determined. All other issues related to the project remain the same and the units will be owner-occupied. The Planning Commission voted unanimously to recommend this Schematic Plan for approval on November 15, 2012.

Respectfully Submitted

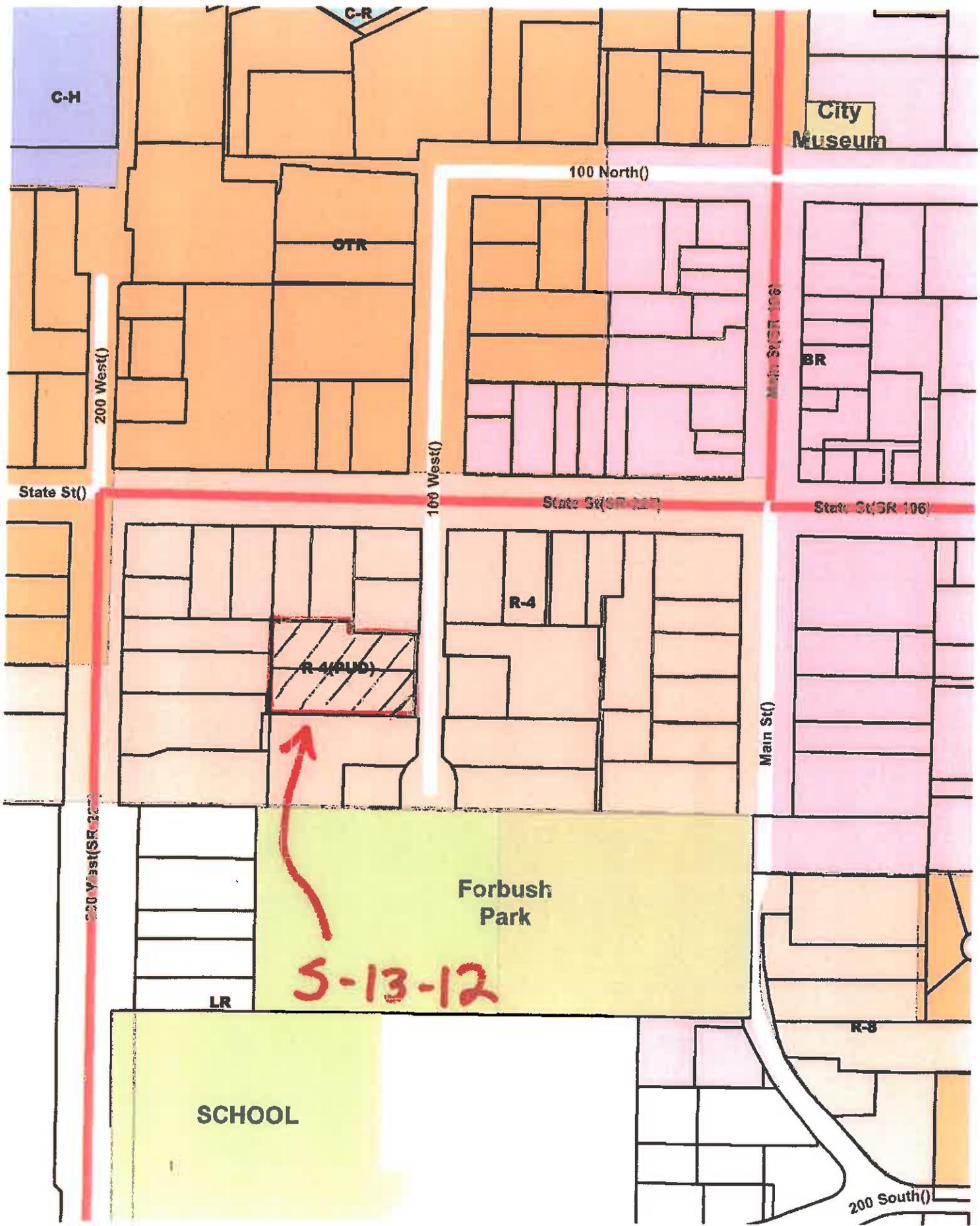


Christy J. Alexander
Associate City Planner

Review & Concur



Dave Millheim
City Manager



C-H

C-R

City
Museum

100 North()

OTR

200 West()

Main St(SR 106)

BR

State St()

100 West()

State St(SR 227)

State St(SR 106)

R-4

R-4(PUD)

Main St()

200 West(SR 227)

Forbush
Park

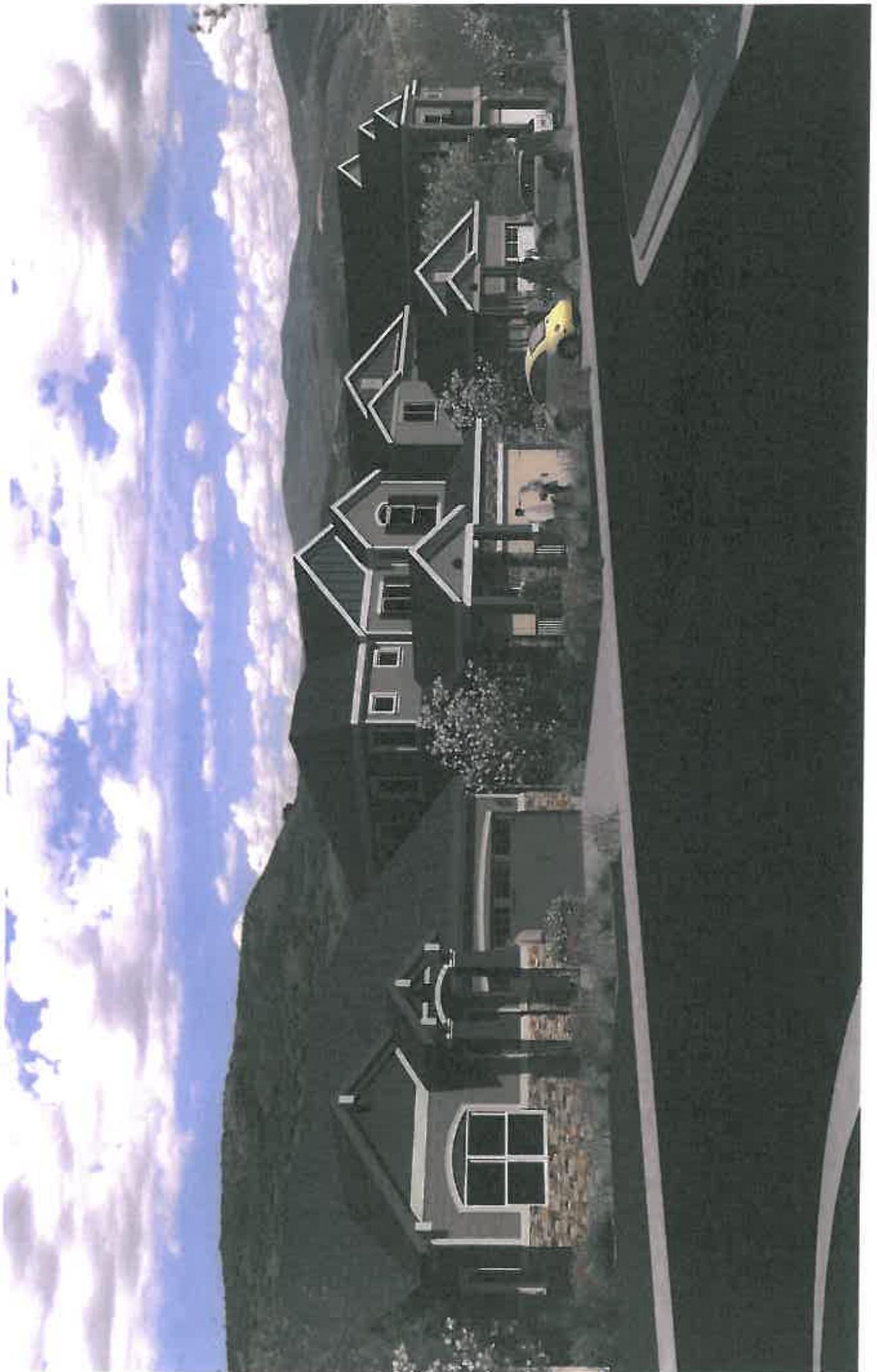
LR

5-13-12

R-8

SCHOOL

200 South()



THE BLACK STONE - ELEV. A

CHERRY HEIGHTS SERIES ADDRESS

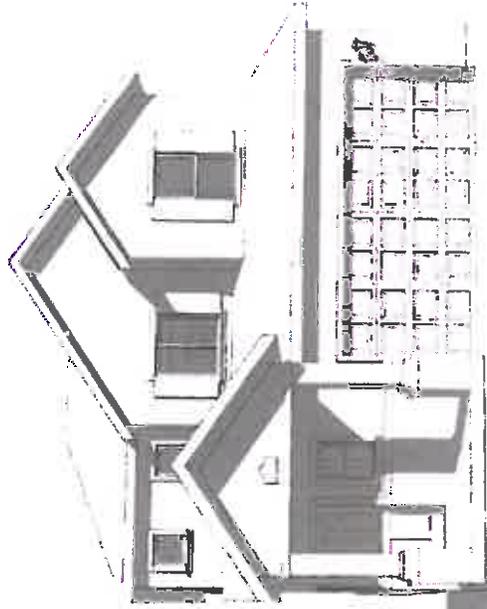
DESIGN PROFESSIONAL

HENRY WALKER HOMES
 500 N. Marketplace Drive, Suite 201
 CHERRY HEIGHTS, MO 63017-1920

STRUCTURAL ENGINEER

JFK ENGINEERING
 YORK ENGINEERING INC.
 2329 W. SPRING HOLLOW RD.
 MORGAN, UT 84050
 (801) 876-3501

PROJECT TO BE PERFORMED
 IN STRICT ACCORDANCE WITH
 THE 2009 IRC AND ALL LOCAL
 APPLICABLE CODES



ABBREVIATION LEGEND

1	1st Floor
2	2nd Floor
3	3rd Floor
4	4th Floor
5	5th Floor
6	6th Floor
7	7th Floor
8	8th Floor
9	9th Floor
10	10th Floor
11	11th Floor
12	12th Floor
13	13th Floor
14	14th Floor
15	15th Floor
16	16th Floor
17	17th Floor
18	18th Floor
19	19th Floor
20	20th Floor
21	21st Floor
22	22nd Floor
23	23rd Floor
24	24th Floor
25	25th Floor
26	26th Floor
27	27th Floor
28	28th Floor
29	29th Floor
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31	31st Floor
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81	81st Floor
82	82nd Floor
83	83rd Floor
84	84th Floor
85	85th Floor
86	86th Floor
87	87th Floor
88	88th Floor
89	89th Floor
90	90th Floor
91	91st Floor
92	92nd Floor
93	93rd Floor
94	94th Floor
95	95th Floor
96	96th Floor
97	97th Floor
98	98th Floor
99	99th Floor
100	100th Floor

Area	Abbreviation	Notes
1st Floor	1F	
2nd Floor	2F	
3rd Floor	3F	
4th Floor	4F	
5th Floor	5F	
6th Floor	6F	
7th Floor	7F	
8th Floor	8F	
9th Floor	9F	
10th Floor	10F	
11th Floor	11F	
12th Floor	12F	
13th Floor	13F	
14th Floor	14F	
15th Floor	15F	
16th Floor	16F	
17th Floor	17F	
18th Floor	18F	
19th Floor	19F	
20th Floor	20F	
21st Floor	21F	
22nd Floor	22F	
23rd Floor	23F	
24th Floor	24F	
25th Floor	25F	
26th Floor	26F	
27th Floor	27F	
28th Floor	28F	
29th Floor	29F	
30th Floor	30F	
31st Floor	31F	
32nd Floor	32F	
33rd Floor	33F	
34th Floor	34F	
35th Floor	35F	
36th Floor	36F	
37th Floor	37F	
38th Floor	38F	
39th Floor	39F	
40th Floor	40F	
41st Floor	41F	
42nd Floor	42F	
43rd Floor	43F	
44th Floor	44F	
45th Floor	45F	
46th Floor	46F	
47th Floor	47F	
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51st Floor	51F	
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53rd Floor	53F	
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91st Floor	91F	
92nd Floor	92F	
93rd Floor	93F	
94th Floor	94F	
95th Floor	95F	
96th Floor	96F	
97th Floor	97F	
98th Floor	98F	
99th Floor	99F	
100th Floor	100F	

Sheet Number	Sheet Name
A1.1	1st Floor
A1.2	2nd Floor
A1.3	3rd Floor
A1.4	4th Floor
A1.5	5th Floor
A1.6	6th Floor
A1.7	7th Floor
A1.8	8th Floor
A1.9	9th Floor
A1.10	10th Floor
A1.11	11th Floor
A1.12	12th Floor
A1.13	13th Floor
A1.14	14th Floor
A1.15	15th Floor
A1.16	16th Floor
A1.17	17th Floor
A1.18	18th Floor
A1.19	19th Floor
A1.20	20th Floor
A1.21	21st Floor
A1.22	22nd Floor
A1.23	23rd Floor
A1.24	24th Floor
A1.25	25th Floor
A1.26	26th Floor
A1.27	27th Floor
A1.28	28th Floor
A1.29	29th Floor
A1.30	30th Floor
A1.31	31st Floor
A1.32	32nd Floor
A1.33	33rd Floor
A1.34	34th Floor
A1.35	35th Floor
A1.36	36th Floor
A1.37	37th Floor
A1.38	38th Floor
A1.39	39th Floor
A1.40	40th Floor
A1.41	41st Floor
A1.42	42nd Floor
A1.43	43rd Floor
A1.44	44th Floor
A1.45	45th Floor
A1.46	46th Floor
A1.47	47th Floor
A1.48	48th Floor
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A1.72	72nd Floor
A1.73	73rd Floor
A1.74	74th Floor
A1.75	75th Floor
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A1.81	81st Floor
A1.82	82nd Floor
A1.83	83rd Floor
A1.84	84th Floor
A1.85	85th Floor
A1.86	86th Floor
A1.87	87th Floor
A1.88	88th Floor
A1.89	89th Floor
A1.90	90th Floor
A1.91	91st Floor
A1.92	92nd Floor
A1.93	93rd Floor
A1.94	94th Floor
A1.95	95th Floor
A1.96	96th Floor
A1.97	97th Floor
A1.98	98th Floor
A1.99	99th Floor
A1.100	100th Floor

BLACK STONE - ELEV. A
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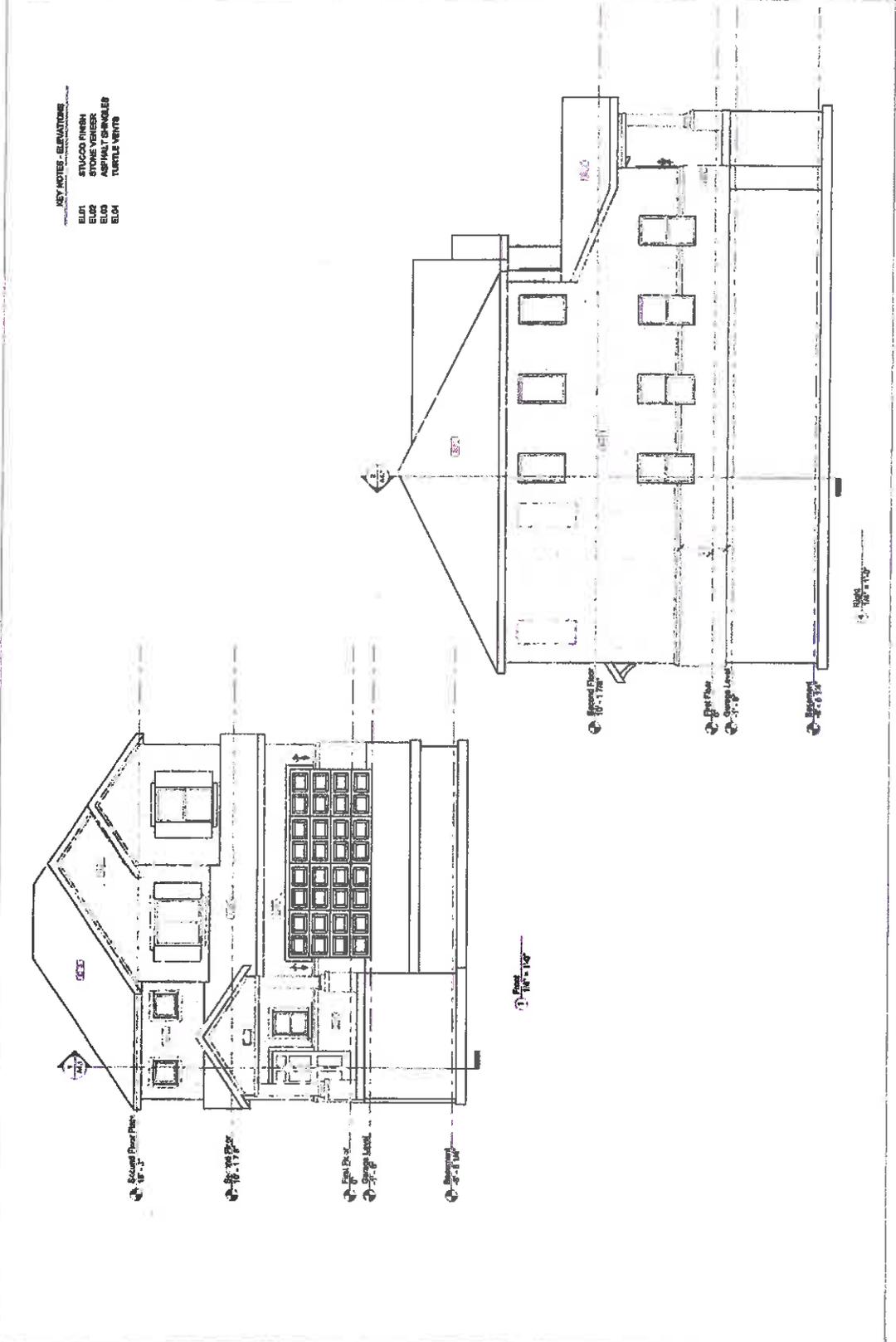
HENRY WALKER HOMES
 500 N. Marketplace Drive, Suite 201
 CHERRY HEIGHTS, MO 63017-1920

WILLIAM YORK
 DESIGN PROFESSIONAL

Subdivision, Lot

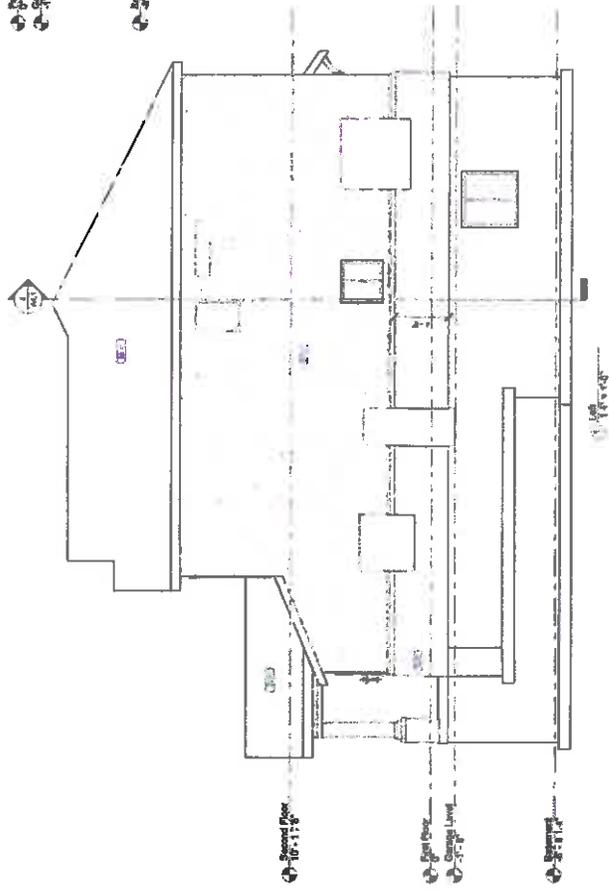
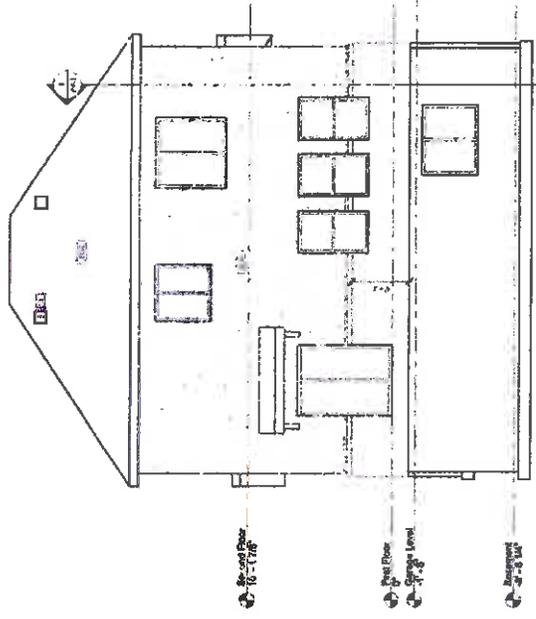
SHEET #
 A1.1

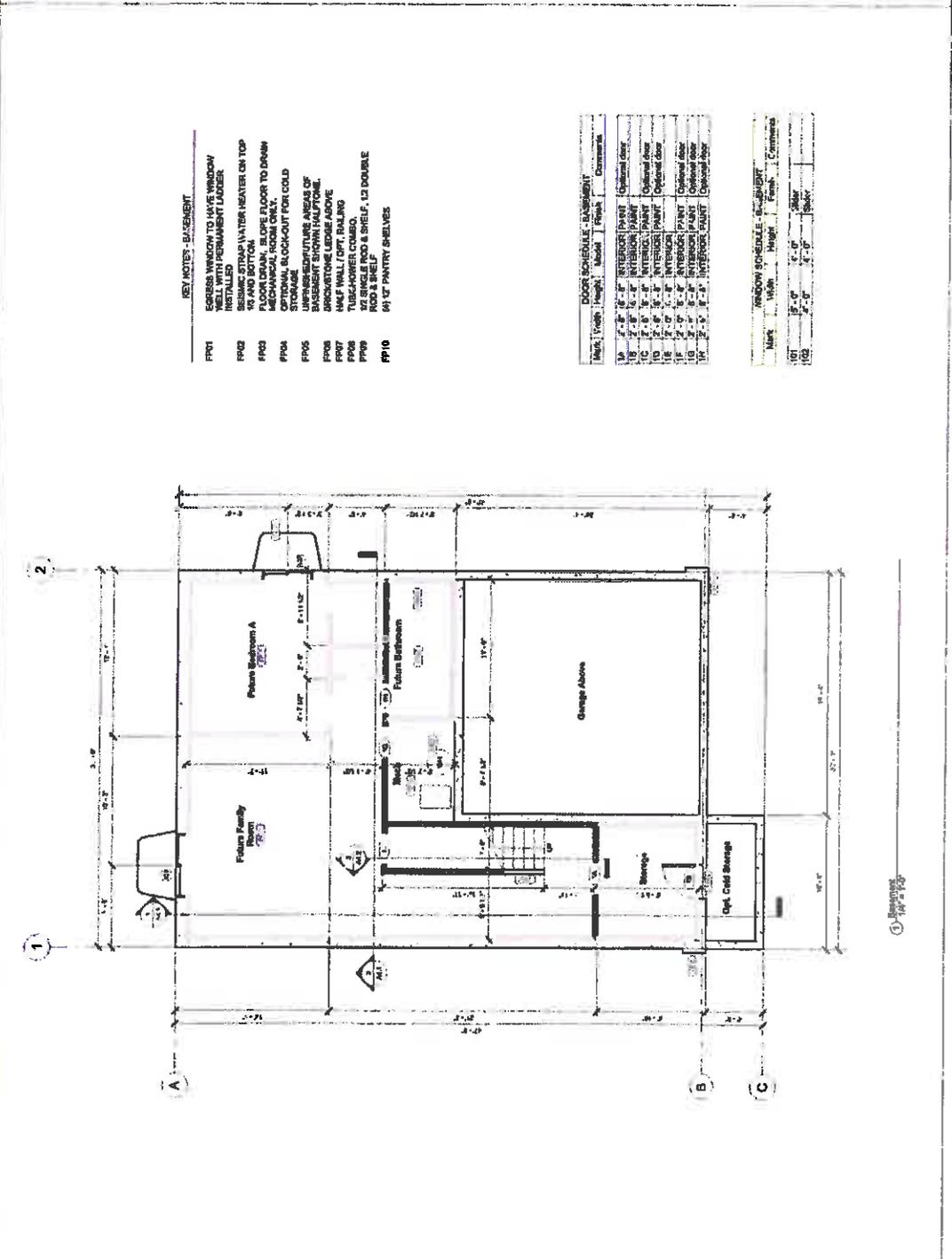
BLACK STONE - ELEV. A Enter address here		Project Number 22-000000	Elevation 1000
HENRY WALKER HOMES 500 N. Marketplace Drive, Suite 201 Dallas, TX 75241		SHEET # A3.1	
Subdivision, Lot		WILLIAM YORK 2000 W. York	



- KEY NOTES - ELEVATIONS**
- EL01 STUCCO FINISH
 - EL02 STONE VENEER
 - EL03 ASPHALT/SHINGLES
 - EL04 TERRAZZO VENTIL

BLACK STONE - ELEV. A <small>End of object line</small>		PROJECT INFORMATION Project Number: _____ Date: _____ Author: _____ Checkers: _____ Reviewers: _____	CLIENT INFORMATION HENRY WALKER HOMES 500 N. Marketplace Drive, Suite 201 Cary, NC 27513	OWNER INFORMATION Division of _____ WILLIAM YORK
SUBDIVISION, LOT		SHEET # A3.2		





- KEY NOTES - BASEMENT**
- FR01 EGRESS WINDOW TO HAVE WINDOW WELL WITH PERMANENT LADDER
 - FR02 BENCH STRAP WATER HEATER ON TOP TO AND BOTTOM
 - FR03 FLOOR DRAIN, SLOPE FLOOR TO DRAIN
 - FR04 FLOOR DRAIN, SLOPE FLOOR TO DRAIN
 - FR05 FLOOR DRAIN, SLOPE FLOOR TO DRAIN
 - FR06 FLOOR DRAIN, SLOPE FLOOR TO DRAIN
 - FR07 FLOOR DRAIN, SLOPE FLOOR TO DRAIN
 - FR08 FLOOR DRAIN, SLOPE FLOOR TO DRAIN
 - FR09 FLOOR DRAIN, SLOPE FLOOR TO DRAIN
 - FR10 FLOOR DRAIN, SLOPE FLOOR TO DRAIN

DOOR SCHEDULE - BASEMENT

Label	Width	Height	Material	Finish	Comments
1A	3'-0"	6'-8"	INTERIOR PAINT		Optional door
1B	3'-0"	6'-8"	INTERIOR PAINT		Optional door
1C	3'-0"	6'-8"	INTERIOR PAINT		Optional door
1D	3'-0"	6'-8"	INTERIOR PAINT		Optional door
1E	3'-0"	6'-8"	INTERIOR PAINT		Optional door
1F	3'-0"	6'-8"	INTERIOR PAINT		Optional door
1G	3'-0"	6'-8"	INTERIOR PAINT		Optional door
1H	3'-0"	6'-8"	INTERIOR PAINT		Optional door

WINDOW SCHEDULE - BASEMENT

Label	Width	Height	Finish	Comments
101	3'-0"	4'-0"		Optional
102	3'-0"	4'-0"		Optional

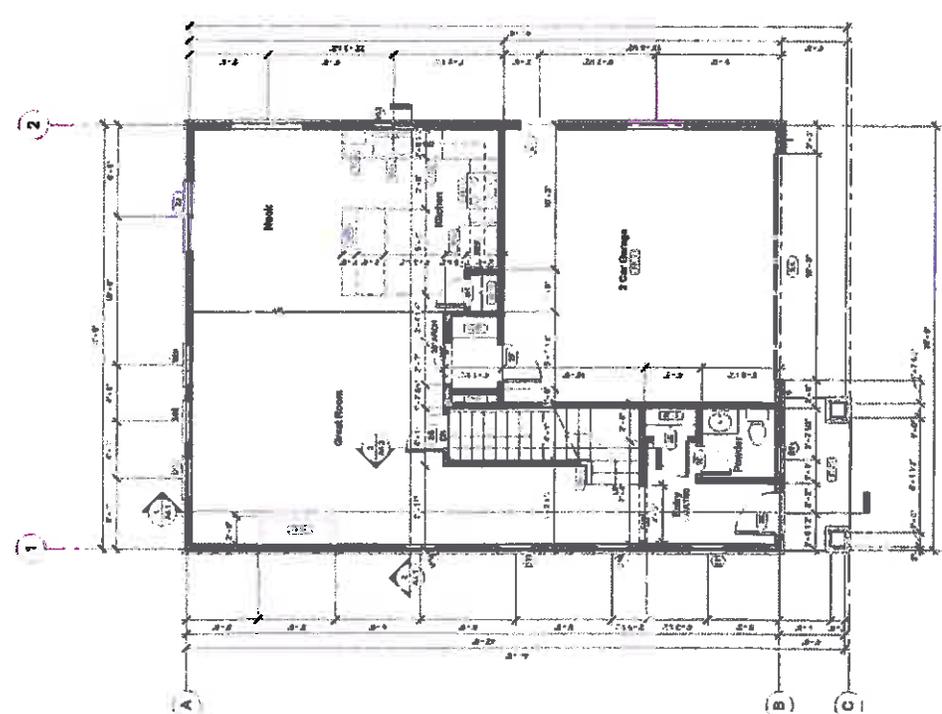
① - Basement

KEY NOTES - MAIN LEVEL

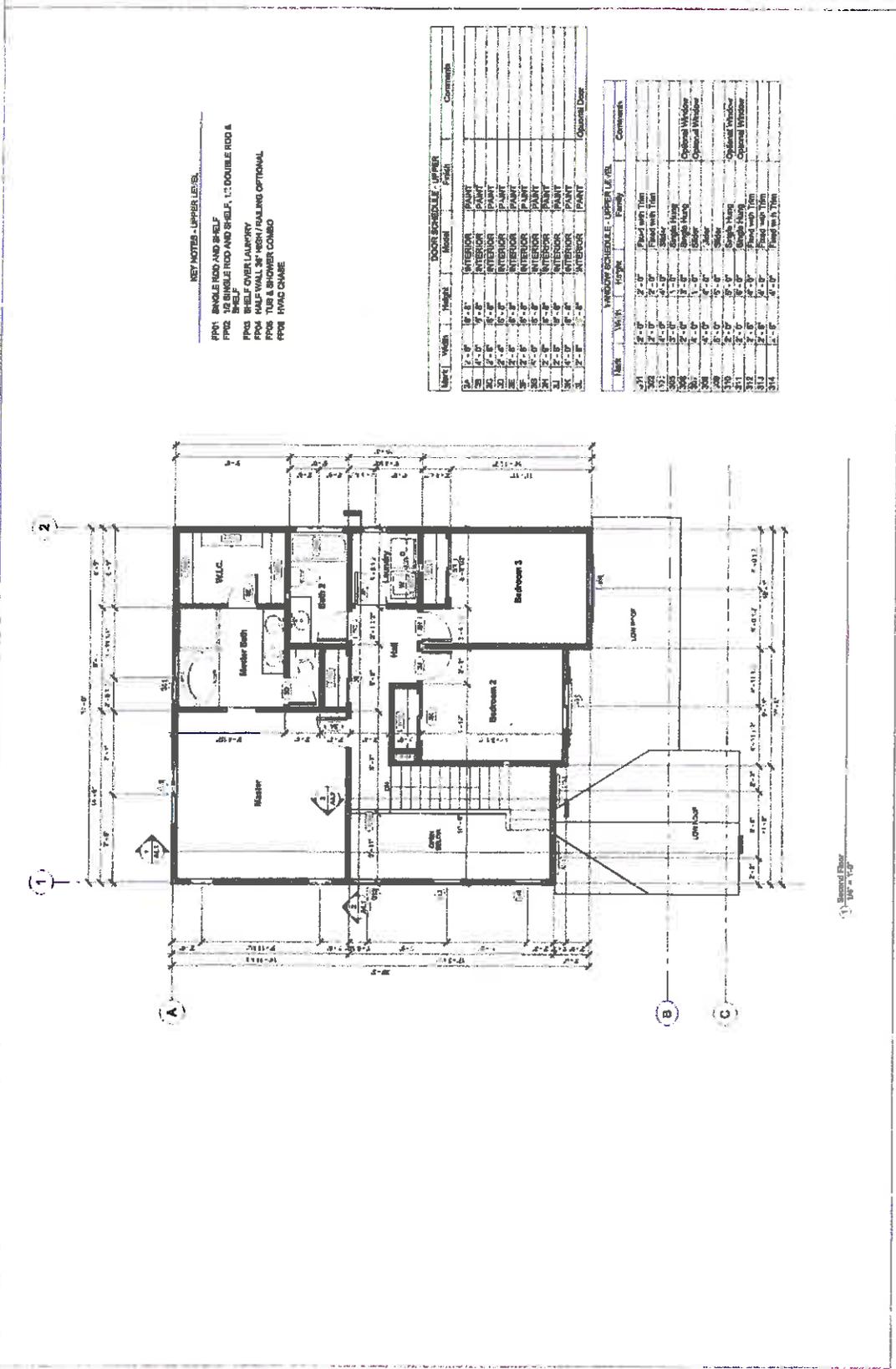
- FP01 8" CONCRETE PORCH STEP
- FP02 SINGLE RISC AND SHELF
- FP03 HALF WALL 36" HIGH / RAILING OPTIONAL
- FP04 OPTIONAL DOUBLE OVEN
- FP05 DOUBLE BURN INK
- FP06 MICROWAVE
- FP07 MICROWAVE FIRE STANDING STOVE
- FP08 36" REFRIGERATOR
- FP09 BAR COUNTER AT 41" AFF
- FP10 BENCH
- FP11 GARAGE TO BE 1/2" FIRE RATED, USE (1) LAYER OF 5/8" GYPSUM BOARD ON ALL WALLS AND CEILING
- FP12 41" 1/2" PANTRY SHELVES
- FP13 OPTIONAL FIREPLACE
- FP14 HVAC CHANGE

Mark	Width	Height	Material	Finish	Comments
EA	18'-0"	7'-0"	GLD. DOOR	METAL	GARAGE DOOR
EB	3'-0"	8'-0"	ENTRY	PAINT	OR (1) OR 1/2" METAL
EC	3'-0"	8'-0"	ENTRY	PAINT	Optional Door
ED	3'-0"	8'-0"	INTERIOR	PAINT	
EE	3'-0"	8'-0"	INTERIOR	PAINT	
EF	3'-0"	8'-0"	INTERIOR	PAINT	
EG	3'-0"	8'-0"	INTERIOR	PAINT	20 MINUTE FIRE DOOR
EH	3'-0"	8'-0"	INTERIOR	PAINT	
EI	3'-0"	8'-0"	INTERIOR	PAINT	
EJ	15'-0"	5'-0"	GLAZ.	W/TL	TEMPERED GLASS

Mark	Width	Height	Family	Comments
201	3'-0"	3'-0"	Single Hung	
202	3'-0"	3'-0"	Slider	Decorated Window
203	3'-0"	3'-0"	Slider	
204	3'-0"	3'-0"	Slider	Optional Window
205	3'-0"	3'-0"	Single Hung	
206	3'-0"	3'-0"	Single Hung	
207	3'-0"	3'-0"	Single Hung	
208	3'-0"	3'-0"	Single Hung	
209	3'-0"	3'-0"	Single Hung	
210	3'-0"	3'-0"	Single Hung	
211	3'-0"	3'-0"	Single Hung	



1st Floor Plan
1/8" = 1'-0"



KEY NOTES - UPPER LEVELS
 FPN1 SINGLE ROD AND SHELF
 FPN2 1/2 SINGLE ROD AND SHELF, 1" DOUBLE ROD & SHELF
 FPN3 BUILT-IN CLOSET
 FPN4 HALF WALL 36" HIGH / RAILING OPTIONAL
 FPN5 TUB & SHOWER COMBO
 FPN6 HVAC CHASE

DOOR SCHEDULE - UPPER LEVEL

Item	Width	Height	Material	Finish	Comments
1	3'-0"	7'-0"	INTERIOR	PAINT	
2	3'-0"	7'-0"	INTERIOR	PAINT	
3	3'-0"	7'-0"	INTERIOR	PAINT	
4	3'-0"	7'-0"	INTERIOR	PAINT	
5	3'-0"	7'-0"	INTERIOR	PAINT	
6	3'-0"	7'-0"	INTERIOR	PAINT	
7	3'-0"	7'-0"	INTERIOR	PAINT	
8	3'-0"	7'-0"	INTERIOR	PAINT	
9	3'-0"	7'-0"	INTERIOR	PAINT	
10	3'-0"	7'-0"	INTERIOR	PAINT	
11	3'-0"	7'-0"	INTERIOR	PAINT	
12	3'-0"	7'-0"	INTERIOR	PAINT	
13	3'-0"	7'-0"	INTERIOR	PAINT	
14	3'-0"	7'-0"	INTERIOR	PAINT	
15	3'-0"	7'-0"	INTERIOR	PAINT	
16	3'-0"	7'-0"	INTERIOR	PAINT	
17	3'-0"	7'-0"	INTERIOR	PAINT	
18	3'-0"	7'-0"	INTERIOR	PAINT	
19	3'-0"	7'-0"	INTERIOR	PAINT	
20	3'-0"	7'-0"	INTERIOR	PAINT	
21	3'-0"	7'-0"	INTERIOR	PAINT	
22	3'-0"	7'-0"	INTERIOR	PAINT	
23	3'-0"	7'-0"	INTERIOR	PAINT	
24	3'-0"	7'-0"	INTERIOR	PAINT	
25	3'-0"	7'-0"	INTERIOR	PAINT	
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WINDOW SCHEDULE - UPPER LEVEL

Item	Width	Height	Material	Finish	Comments
1	3'-0"	4'-0"	WOOD	STAIN	
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3	3'-0"	4'-0"	WOOD	STAIN	
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98	3'-0"	4'-0"	WOOD	STAIN	
99	3'-0"	4'-0"	WOOD	STAIN	
100	3'-0"	4'-0"	WOOD	STAIN	

1) Second Floor
 2) Up = Up



Planning Commission Staff Report November 15, 2012

Item 4: Nichols Nook Schematic and Preliminary (PUD) Master Plan

Public Hearing:	Yes
Application No.:	S-13-12
Property Address:	50 South 100 West (approx.)
General Plan Designation:	MDR (Medium Density Residential)
Zoning Designation:	R-4 (PUD)
Area:	1 acre (approx.)
Number of Lots:	9
Property Owner:	Rodney L. Griffen
Agent:	Phil Holland, Henry Walker Homes

Request: *Approval of a schematic plan and a Preliminary (PUD) Master Plan.*

Background Information

The Planning Commission granted Schematic Plan and Preliminary (PUD) Master for the Nichols Nook Planned Unit Development (PUD) on September 13, 2007 and June 26, 2008. Later the City approved a Final (PUD) Master Plan and entered into a development agreement with Rodney Griffin, the developer for the project (see attached agreement). Now, Henry Walker Homes desires to amend the Master Plan by providing nine detached single family dwellings instead of nine attached dwellings. All other issues related to project remain the same.

Suggested Motion

Move that the Planning Commission recommend approval of the enclosed Schematic Plan and Preliminary PUD Master Plan for the Nichols Nook PUD thereby amending such plans approved previously by the City, subject to the same conditions and findings previously adopted by the Commission.

Supplemental Information

1. Vicinity/zoning map.
2. Schematic Plan and Preliminary (PUD) Master Plan by the applicant, and accompanying information.
3. Schematic Plan and Preliminary (PUD) Master Plan approval letters by the Planning Commission, dated September 18, 2007 and July 9, 2008.

4. Existing Nichols Nook development agreement.

Applicable Ordinances

Chapter 13 of the Zoning Ordinance, Multiple-Family Residential Zones and Chapter 27 Planned Unit Development (PUD).



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

PAULA ALDER
RICK DUTSON
DAVID S. HALE
LARRY W. HAUGEN
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

September 18, 2007

Mr. Rodney Griffin
24 North 1050 West
Kaysville, Utah 84037

Dear Mr. Griffin:

The Farmington City Planning Commission voted on September 13, 2007, to recommend to the City Council **schematic plan approval** of the Nicholl's Nook PUD Subdivision, on property located at 35 South 100 West, (properties east and west of 100 West) consisting of 13 units on 2.05 acres in the R-4 zone (S-2-07).

The motion for approval of schematic plan is subject to all applicable Farmington City development standards and the following conditions:

1. The preliminary plan must include details for the common open space planned;
2. The developer shall work with staff to provide the necessary planning for utility provision in all areas;
3. The developer shall consider adding parking to the interior of the project.
4. The developer shall prepare a draft CC&R's for the project.
5. The safety of the soil conditions must be verified.

The following findings were established by the Planning Commission;

- The development is consistent with the zoning for the area.
- Having a well done PUD will be an improvement to the neighborhood.
- The developer is willing to work with the neighbors to address their concerns.
- This development is very similar to the proposal made two years ago that the Planning Commission favored.
- This development is an in-fill situation to replace greenhouses, and would enhance the appearance of the area.

You will be notified of the date and time your application will appear on the City Council agenda. If you should have any comments or questions, please feel free to contact our office at 451-2383.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Petersen". The signature is fluid and cursive, with a large initial "D" and "P".

David E. Petersen, AICP
City Planner/Zoning Administrator

cc: Max Forbush, City Manager
Paul Hirst, City Engineer



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

PAULA ALDER
RICK DUTSON
DAVID S. HALE
CORY R. RITZ
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

July 9, 2008

Rodney Griffin
24 N. 1050 W.
Kaysville, Utah 84037

Dear Mr. Griffin:

The Farmington City Planning Commission voted on June 26, 2008, to approve the proposed Preliminary Plat for the Nicholl's Nook subdivision consisting of 6 units on 0.94 acres of property located at 48 South 100 West in the R-4 zone (S-2-07).

The motion for approval is subject to all applicable Farmington City development standards, ordinances, conditions of Preliminary (PUD) Master Plan approval, and schematic plan approval and the following:

1. Review and approval of final improvement drawings for the on-site and off-site improvements including grading and drainage plan, SWPPP, and review and approval by City Engineer, Public Works, Fire Department, Planning Department, Storm Water official, Central Davis Sewer District, and Benchland Water District;
2. The applicant must obtain and record off-site easements in a manner acceptable to the City as shown on the plans;
3. The applicant must enter into a development agreement for the project to be approved and recorded concurrent with the Final Plat approval;
4. The applicant must update the Preliminary Plat as directed by the City and reviewing agencies to comply with all requirements for the Preliminary Plat;
5. Subject to conditions of Preliminary PUD Master

The Planning Commission further moved to recommend that the City Council approve the Preliminary (PUD) Master Plan subject to all applicable Farmington City development standards, ordinances, conditions of Preliminary Plat approval and schematic plan approval, and the following conditions:

1. The applicant must receive a Final Master Plan and Final Plat approved by the City;

 FILE COPY

2. The applicant shall comply with all requirements of the planning department, engineering, and utilities to conform the Preliminary PUD Master Plan requirements;
3. The applicant shall contact and get input from the Historic Preservation Commission with regard to the existing historic buildings in site and, thereafter, shall follow a course of action regarding buildings as determined by the Planning Commission;
4. Subject to conditions of Preliminary Plat approval;

The Planning Commission established the following findings for approval of Preliminary PUD Master Plan and Preliminary Plat:

- a. The proposed PUD layout provides a more pleasant and attractive living environment than would otherwise be established under the applicant of conventional subdivision and underlying zoning ordinances.
- b. It encourages walking and bicycling for recreation and daily errands for surrounding areas.
- c. The proposed PUD will provide a more efficient use of land and a greater concentration of open space by utilizing the northeast portion of the property as aggregated common space.
- d. There is no increase in density requested for the proposed PUD and the density proposed is in keeping with the permitted density of the underlying zone.
- e. The proposed PUD has not created as increased hazard to the health, safety and general welfare for the residents of the proposed PUD as a result of any deviation of development standards required in the underlying zone.

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

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

Sincerely,


Glenn Symes
Assistant City Planner

cc: Max Forbush, City Manager
Paul Hirst, City Engineer

RETURNED

FEB 08 2011

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RICHARD T. NAUGHTON
DAVIS COUNTY, UTAH RECORDER
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**DEVELOPMENT AGREEMENT
FOR THE
NICHOLLS NOOK PLANNED UNIT DEVELOPMENT (PUD)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 6th day of July, 2010, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **RODNEY L. GRIFFIN**, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 1.00 acre of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"). The Property includes three parcels added thereto as a result of boundary adjustments approved by the City on October 20, 2009.

B. Developer desires to develop a project on the Property to be known as the Nicholls Nook PUD (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a planned unit development in accordance with the City's Laws.

C. Developer received approval of an amendment to the Final (PUD) Master Plan (the "Final Master Plan") and Final Plat (the "Final Plat") for the Project from the Farmington City Council on July 7, 2009, which approval is subject to a number of conditions. The Final Master Plan provides for the development of nine attached single-family residential lots. The open space, or common area, set forth on the Final Master Plan comprises 0.3478 acres or 34.78 % of the total area for the Project.

D. The Property is presently zoned under the City's zoning ordinance as R-4 (PUD). The Property is subject to all City ordinances 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").

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

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 Agreement.

2. **Final Master Plan.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public hearings necessary for the lawful approval of the Final Master Plan. The Final Master Plan, attached hereto as **Exhibit "B,"** has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a PUD in accordance with the approved Final Master Plan and all conditions of approval of the Final Master Plan as approved by the City Council.

3. **Development of the Project.** All portions of the Project must be developed in strict accordance with the approved Final Master Plan and Final Plat for the Project and any conditions of approval related thereto. No amendments or modifications to the approved Final Master Plan and Final Plat for any portion of the Project shall be made by the Developer or any subsequent developers without the written consent of the City. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. **Compliance with City Laws and Development Standards.** The Project and all portions thereof shall be developed in accordance with the City's Laws, the Final Master Plan and Final Plat, and this Agreement.

b. **Streets and Related Improvements.**

i. The east to west street (Elliot Lane or 50 South Street) which provides access to the Project from 100 West Street shall be a public right-of-way. Developer will construct, improve and dedicate this street to the City as shown on the Final Master Plan and Final Plat for the Project. Pursuant to Section 12-8-100 of the City's Subdivision Ordinance, the City approved a street cross section for Elliot Lane on July 9, 2009, as set forth in **Exhibit "C"** attached hereto and by this referenced made a part hereof. Construction, reconstruction, and improvement of Elliot Lane, and 100 West Street outside the boundary of the Project in conjunction with the development of the Property, shall include all curb, gutter, paving, sidewalks, park strips, and related utilities as shown on the approved improvement drawings. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements.

ii. Prior to recordation of the Final Plat for the Project, Developer shall post a bond acceptable to the City in accordance with City Ordinances to fully improve the streets shown on the Final Master Plan and the Final Plat for the Project.

iii. Developer shall provide an easement for, and construct, a temporary turnaround at a location, and in a manner acceptable to the City at the west end of the Project, which turnaround will straddle the Property line with a portion of the turnaround located within the Property and the remaining portion outside the Property. The bond for the Project shall include funds to adequately construct the

turnaround as set forth in the improvement drawings approved by the City and the bond estimate prepared by the City Engineer for the Project. The easement and bond shall be recorded and posted concurrently with the recordation of the Final Plat.

iv. Decorative street lighting shall be provided by Developer for the Project and shall be subject to review and approval of the City prior to installation. All street lighting shall conform to the City's street lighting standards.

c. Open Space.

i. The Developer shall preserve perpetual open space as shown on the Final Master Plan and Final Plat as common area for the PUD. The open space shall be landscaped in accordance with the landscape plan attached hereto as **Exhibit "D"** and by this reference made a part hereof.

ii. The bond for the Project shall also include sufficient funds to ensure the installation of the landscaping improvements as set forth in **Exhibit "D"** and in an amount equal to 120% of an estimate prepared by a nursery professional and accepted by the City. The bond shall be provided to the City prior to or concurrent with the recordation of the Final Plat.

d. Building Permits. The City shall not issue any building permit on any lot or for any unit within the Project until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities pursuant to a subdivision grading and drainage plan required and approved by the City for the Project, are installed by the Developer and accepted by the City and/or appropriate agencies. The City shall not issue any building permits on any lot within the Project until the Developer provides "as-built" drawings acceptable to the City which have been prepared and certified by an engineer licensed by the State of Utah for all required public improvements related to the Project. Except as provided for in Section 12-2-045 of the Farmington City Code, no building permits shall be issued within the Project until the Developer provides continuous access to units or sites throughout the Project by a street or streets acceptable to the City with an all-weather asphalt or concrete surface sufficient to provide access for emergency vehicles. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times until accepted by the City.

e. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as required by the City for the Project up to the boundary lines of the Project and any off-site improvements required to serve the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer.

ii. In order to provide adequate culinary water circulation and pressure, Developer shall extend an off-site 8 inch culinary water line beginning at the west boundary of the Project and commencing westerly and connecting to an existing 8 inch culinary water line located in 200 West Street.

Certain owners of property in the general vicinity of the Project may benefit from the installation of the off-site water line. The City agrees to enter into a pioneering agreement with the Developer whereby in the event such property develops in the future the City will use its best efforts to collect funds from said owners and to partially reimburse the Developer from the funds collected from other benefited property owners for their proportionate share of the cost of the culinary line.

iii. Developer shall make arrangements with and shall comply with the requirements of the Central Davis Sewer District to provide public sanitary sewer service to the Project and all phases thereof.

iv. All off-site improvements shall be constructed and installed in a timely manner, and shall meet bonding requirements as set forth herein for on-site improvements, in order to coincide with development of the Project.

v. Developer shall make arrangements with and shall comply with all of the requirements of the Benchland Water District ("Benchland") to provide secondary water service to the Project. Developer shall obtain a full water allotment for the entire Property from Benchland and shall provide evidence thereof to the City prior to recordation of the Final Plat for the Project. Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Benchland in order to ensure delivery of secondary water to all lots located within the Project.

vi. All public improvements for the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

f. Grading and Drainage, Storm-water Run-off, and Erosion Control. Developer shall provide grading and drainage, and erosion control plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer and landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type, and show the location of, existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation consistent with the landscaping plan for the Project set forth in Exhibit "D" is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and shall obtain a UPDES permit from the Utah DEQ (Department of Water Quality) and provide a complete Storm Water Pollution Prevention Plan (SWPPP) containing all information required by the UPDES permit. Developer shall

implement Best Management Practices (BMP's) as detailed in the SWPPP and altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, SWPPP and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the landscaping plan is complete.

The Final Master Plan and Final Plat for the Project calls for a detention basin to be located on the Property. This detention basin will be constructed after the recordation of the Final Plat and will provide for the detention needs of the Project. Additionally, the basin may provide for the detention needs of property located within the interior of the block east of the Project (bounded on the east by Main Street, on the north by State Street, on the west by 100 West Street and on the South by the City's Main Park) in the event this area is also developed. Storm water runoff from the Project will be conveyed westerly from the detention basin and elsewhere on the Property via 12 inch pipe to a storm drain facility located in 200 West Street.

Owners of property, which property is located on the same block as the Project and within the block east of the Project, may benefit from the construction and installation of the detention basin and off-site 12" storm water pipe. The City agrees to enter into a pioneering agreement with the Developer whereby in the event such property develops in the future the City will use its best efforts to collect funds from said owners and to partially reimburse the Developer from the funds collected from other benefitted property owners for their proportionate share of the cost of these storm water facilities and other related appurtenances.

g. Easements. All appropriate on-site and off-site easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements which may be required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of Final Plat for the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement. The drainage easements shall provide for the flow of water and drainage through the Property at the locations specified in said easements.

h. Dedication and Donation. Prior to, or concurrent with, the recording of the final plat for the Project in the office of the Davis County Recorder, the Developer agrees to dedicate, transfer and voluntarily donate to the City all required easements for the purposes of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements located within the Project by the Developer. Developer will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be dedicated to the City at the time of final plat approval for the Project and to cause the owner of the Property to dedicate and donate the same without cost to the City.

i. Required Changes. If any revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the Project as needed.

j. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the development standards of the City, the City's Laws and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Except for the City's obligations set forth in the parties' Sales Agreement, the Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

i. Security. Developer shall provide the City with security in a form satisfactory to the City to guarantee the installation and completion of all public improvements to be constructed by Developer within the Project and/or the Property or any portion thereof, as required in accordance with the City's Laws.

Security provided by the Developer shall also include funds to ensure revegetation acceptable to the City consistent with a revegetation plan prepared by Developer and approved by the City for all cuts and fills or any and all graded and disturbed areas related to the Project.

ii. Inspection by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twelve (12) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

iii. Maintenance During Construction. During construction, the Developer and its contractors shall keep the Project and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by their actions, and shall contain their construction debris and provide dust and mud control so as to prevent the scattering

via wind and/or water. Developer shall be responsible for sweeping streets up to 1000 feet from the construction entrance to the Project.

k. **Historic Preservation.** An historic dwelling exists in the northeastern area of the Property. Developer shall cooperate with the City's Historic Preservation Commission and allow for the necessary photographs and documentation of this structure in conjunction with obtaining the necessary permits for its demolition in preparation for the construction of the Project.

l. **Conditions, Covenants and Restrictions.** Prior to the recording of the Final Plat for the Project, the Developer shall prepare and submit to the City for review and approval covenants, conditions and restrictions (the "CC&R's") to provide for the following:

i. **Architectural Review Committee.** The CC&R's shall establish an architectural review committee for the purpose of preserving the quality of all development and maintenance of private and common properties in the Project. The CC&R's shall establish the structure, procedures, authorities and remedies of the architectural review committee. No home or unit will be constructed without the approval of design themes, plans, elevations and materials by the architectural review committee.

ii. **Miscellaneous Items.** The CC&R's will address, as a minimum, open space maintenance not covered by the City.

iii. **Architectural Design Guidelines, Development Guidelines and Approval.** The CC&R's shall establish architectural design guidelines, development guidelines and procedures to be administered by the architectural review committee. The aforesaid guidelines shall pertain to architecture, elements of site planning, transportation and access, building design, subsurface water drain systems, storm water management, service, trash, storage, screening, lighting, signs, construction activities and maintenance for common areas and open space within the Project. The CC&R's shall comply with the requirements of the City's Laws pertaining thereto.

iv. **The City shall not enforce the provisions of the CC&R's and enforcement of the same shall be the sole responsibility of the Developer or its assigns, including a homeowners' association formed for the purpose.**

4. **Payment of Fees.** The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements adopted by City either formally or through established practice.

5. **City Obligations.** Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this 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 Agreement.

e. The rights and remedies set forth herein shall be cumulative.

11. **Attorneys' Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this 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.

12. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, 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 Agreement and the regulatory approvals for the Project, including any related conditions.

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

14. **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 Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

15. **Binding Effect.** This 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.

16. **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 Agreement.

17. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

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

19. **Termination.** Notwithstanding anything in this 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 Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this 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 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 Agreement and the same shall be terminated.

20. **Severability.** If any portion of this 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.

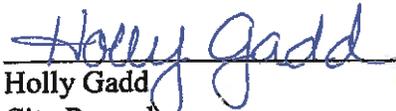
21. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

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

"CITY"

FARMINGTON CITY

ATTEST:



Holly Gadd
City Recorder

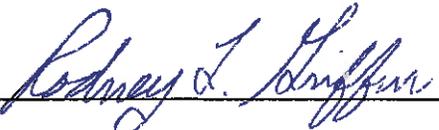
By: 

Scott C. Harbertson
Mayor



"DEVELOPER"

RODNEY L. GRIFFIN

By: 

Its: self

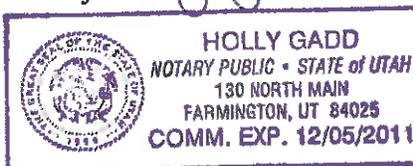
CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 4 day of February, 2011, 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.

Holly Gadd
Notary Public

My Commission Expires:
12/5/2011



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 4 day of February, 2011, personally appeared before me, **RODNEY L. GRIFFIN**, who being by me duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Holly Gadd
Notary Public

My Commission Expires:
12/5/2011

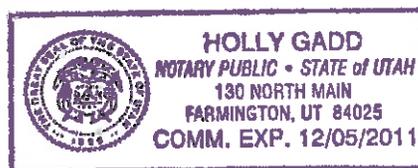


EXHIBIT "A"

070280072 BEG AT A PT 5 RODS N FR THE SE COR OF LOT 6, BLK 4, PLAT A, FARMINGTON TS SURVEY & RUN TH W 14 RODS; TH N 5 RODS; TH E 4 RODS; TH S 6.0 FT; TH E 75.0 FT; TH S 10.5 FT; TH E 114.5 FT M/L TO THE W LINE OF 100 WEST STR; TH S ALG SD W LINE 4 RODS; TH W 24.5 FT TO THE POB. CONT. 0.43 ACRES.

070280049 BEG AT SE COR OF LOT 6, BLK 4, PLAT A FARMINGTON TS SUR; TH W 231 FT; TH N 5 RODS; TH E 255.5 FT; TH S 5 RODS; TH W 24.5 FT TO BEG. CONT. 0.484 ACRES.

070280084 A PARCEL 6 ½ FT WIDE BY 33 FT LONG LOC IN THE SW 1/4 OF SEC 19-T3N-R1E, SLB&M; SD PARCEL ALSO BEING PART OF LOT 6, BLK 4, FARMINGTON TS SURVEY, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT WH IS LOC S 00°07'50" E ALG THE W LINE OF SD 1/4 SEC 263.35 FT & E 363.31 FT FR THE W 1/4 COR OF SD SEC 19; SD PT ALSO BEING LOC S 89°46'37" E ALG THE S LINE OF SD LOT 6, 16.5 FT FR THE SW COR OF SD LOT 6; & RUN TH N 89°46'37" W ALG SD S LINE 6.50 FT; TH N 00°29'55" E 33.00 FT; TH S 89°46'37" E 6.50 FT; TH S 00°29'55" W 33.00 FT TO THE POB. CONT. 0.005 ACRES.

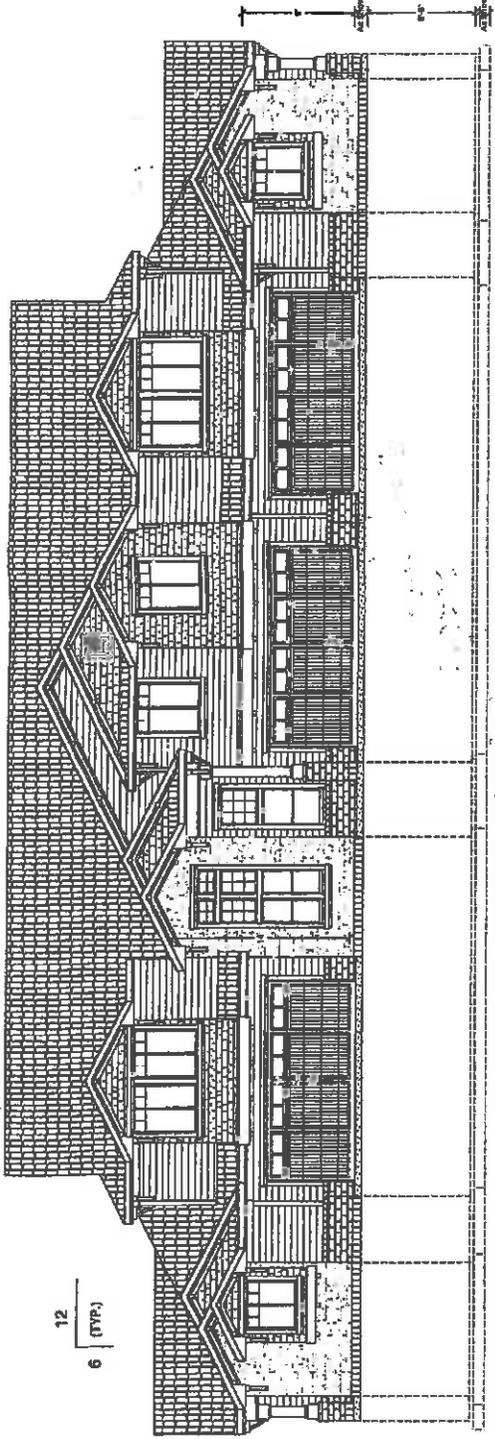
Plan Number M-5874	Page Number A-4
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House Plans From
Design Loft, Inc.
 Residential Design Group
 (801) 922-9716

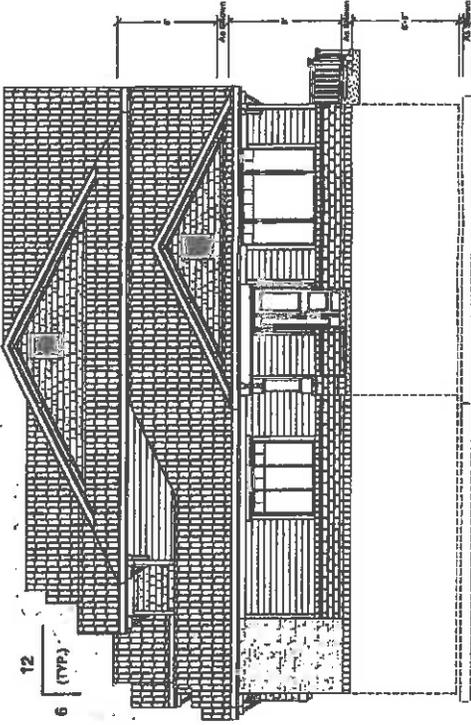
25 South Main Street
 Suite 101
 Centerville, Utah 84014
 800.839.7878

OS-014
 Plan Number
M-5847
 Date
 August 27, 2009
 Page Number
A-4

Project Name
Nicholls Nook P.U.D.
 100 W. 400 N.
 Parkersburg, Utah
 801.225.1111
 www.nichollsnook.com

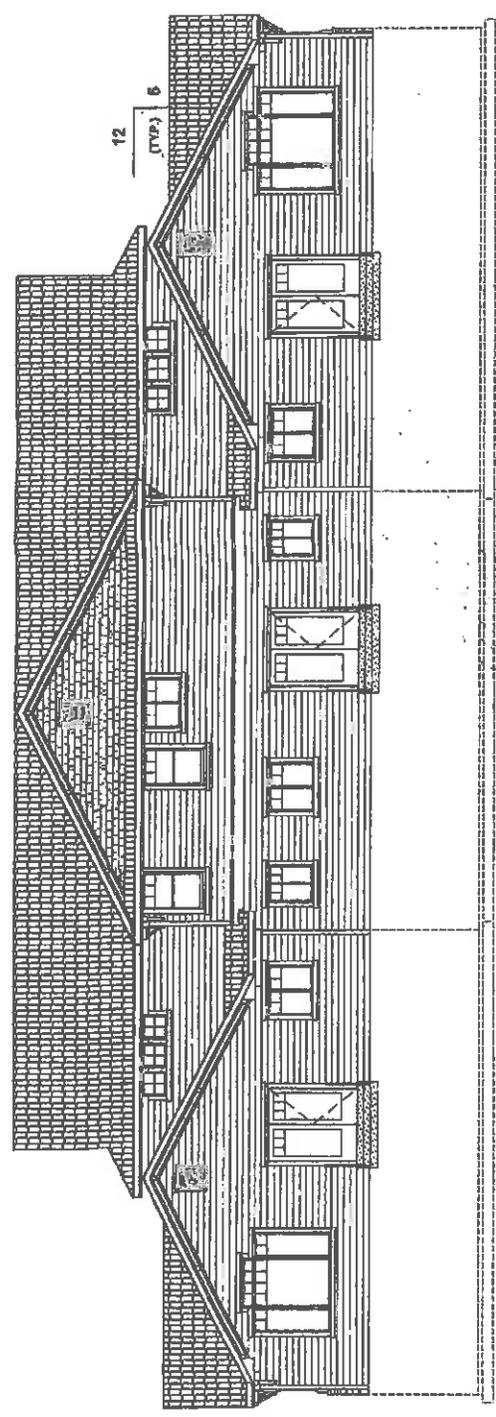


Front Elevation
 Scale: 1/4" = 1'-0"

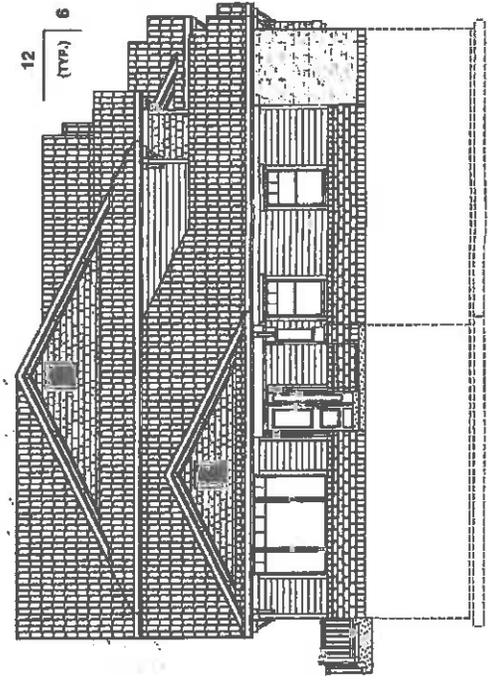


Right Elevation
 Scale: 1/4" = 1'-0"

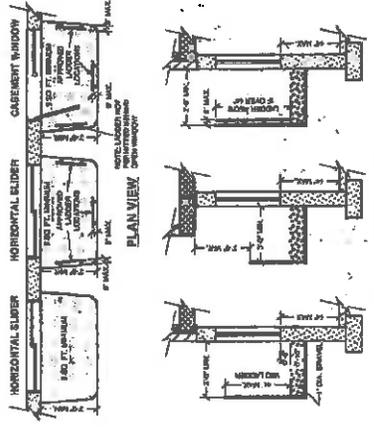
This set of drawings is to be governed by all applicable codes and regulations. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable codes and regulations. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable codes and regulations. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable codes and regulations.



Rear Elevation
Scale 1/4" = 1'-0"



Left Elevation
Scale 1/4" = 1'-0"



Typical Window Well Details
Scale 3/8" = 1'-0"

1. The window well shall be constructed of concrete or masonry and shall be finished with a smooth, non-slip surface. The window well shall be installed such that the window sill is at least 6 inches above the finished ground level. The window well shall be installed such that the window sill is at least 6 inches above the finished ground level. The window well shall be installed such that the window sill is at least 6 inches above the finished ground level.
2. The window well shall be installed such that the window sill is at least 6 inches above the finished ground level. The window well shall be installed such that the window sill is at least 6 inches above the finished ground level. The window well shall be installed such that the window sill is at least 6 inches above the finished ground level.

Author
 M-5874
Revision
 A-5

House Plan Form
 Design Logo
 Residential Design Group
 (801) 922-9716

25 South Main Street
 Suite 100
 Centerville, Utah 84014

Project
 08-014

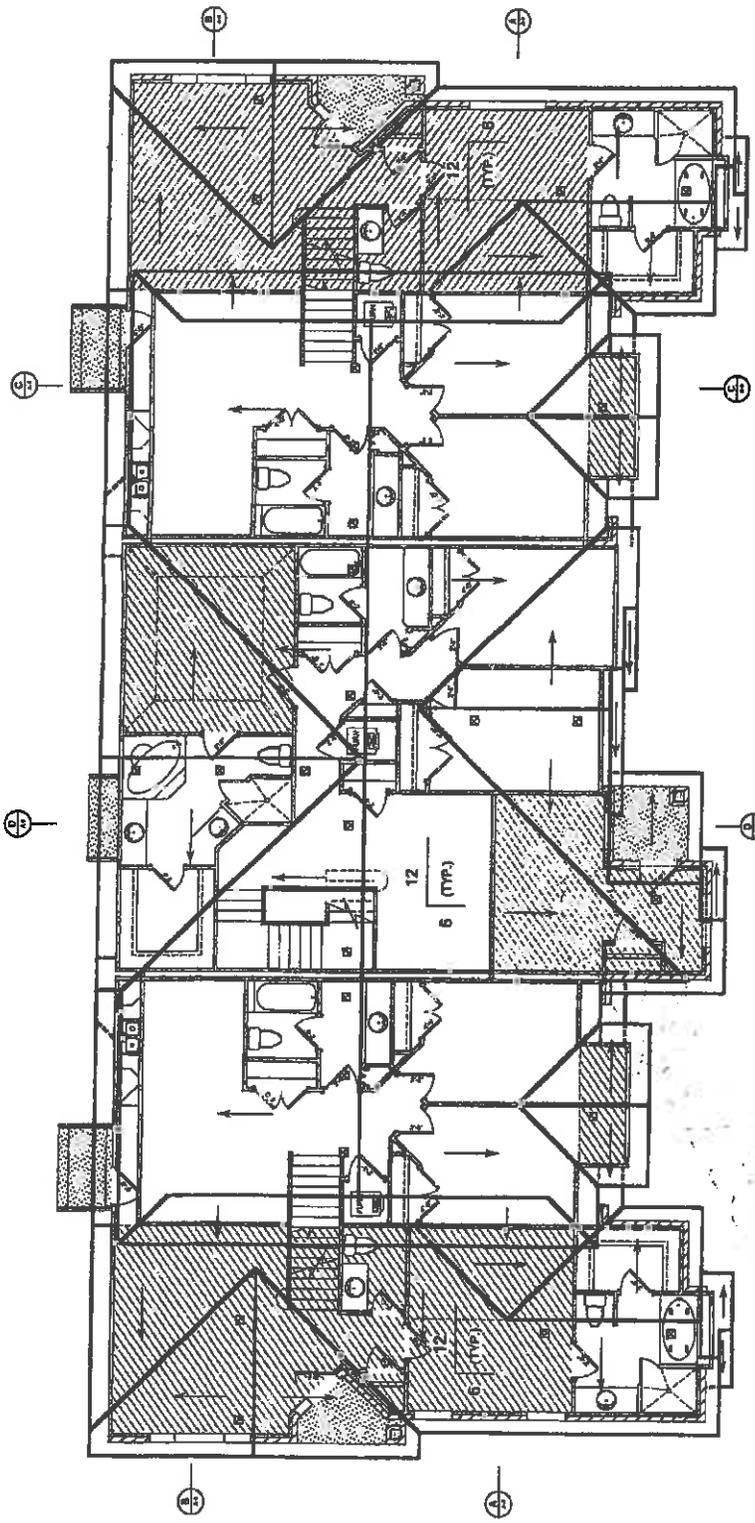
Plan Number
 M-5847
Date
 August 31, 2011
Page Number
 A-5

Professional Engineer
 Nicholas Nook P.E.
 No. 11,104 P.E.
 State of Utah
 License No. 11,104 P.E.
 State of Utah

This drawing is the property of the Architect and shall not be used for any other project without the written consent of the Architect. The Architect shall not be responsible for any errors or omissions in this drawing. The Architect shall not be responsible for any errors or omissions in this drawing. The Architect shall not be responsible for any errors or omissions in this drawing.

<p>A-6 Register M-5874 Plan Number</p>	<p>OWNER: NICHOLLS NOOK P.U.D. PROJECT: 25 SOUTH MAIN STREET CITY: SALT LAKE CITY, UT COUNTY: SALT LAKE COUNTY, UT</p>	<p>Design Let's Inc. Residential Design Group 1000 W. 1000 S. SALT LAKE CITY, UT 84116 (801) 992-9716</p>	<p>25 South Main Street Suite 100 F Centerville, Utah 84014 800-338-7443</p>	<p>OS-01 Plan Number M-5847 August 15, 2005 Page Number A-6</p>
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Nicholls Nook P.U.D.
 25 South Main Street
 Suite 100 F
 Centerville, Utah 84014
 800-338-7443

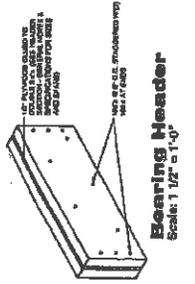
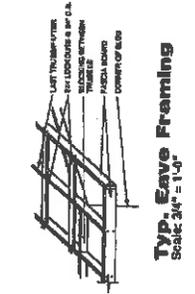
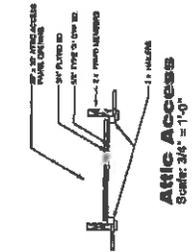


Roof Layout Plan
 Scale: 1/4" = 1'-0"

Typ. Eave Framing
 Scale: 3/4" = 1'-0"

Bearing Header
 Scale: 1/2" = 1'-0"

Attic Access
 Scale: 3/4" = 1'-0"



Roof Layout Plan
 Scale: 1/4" = 1'-0"

Typ. Eave Framing
 Scale: 3/4" = 1'-0"

Bearing Header
 Scale: 1/2" = 1'-0"

Attic Access
 Scale: 3/4" = 1'-0"



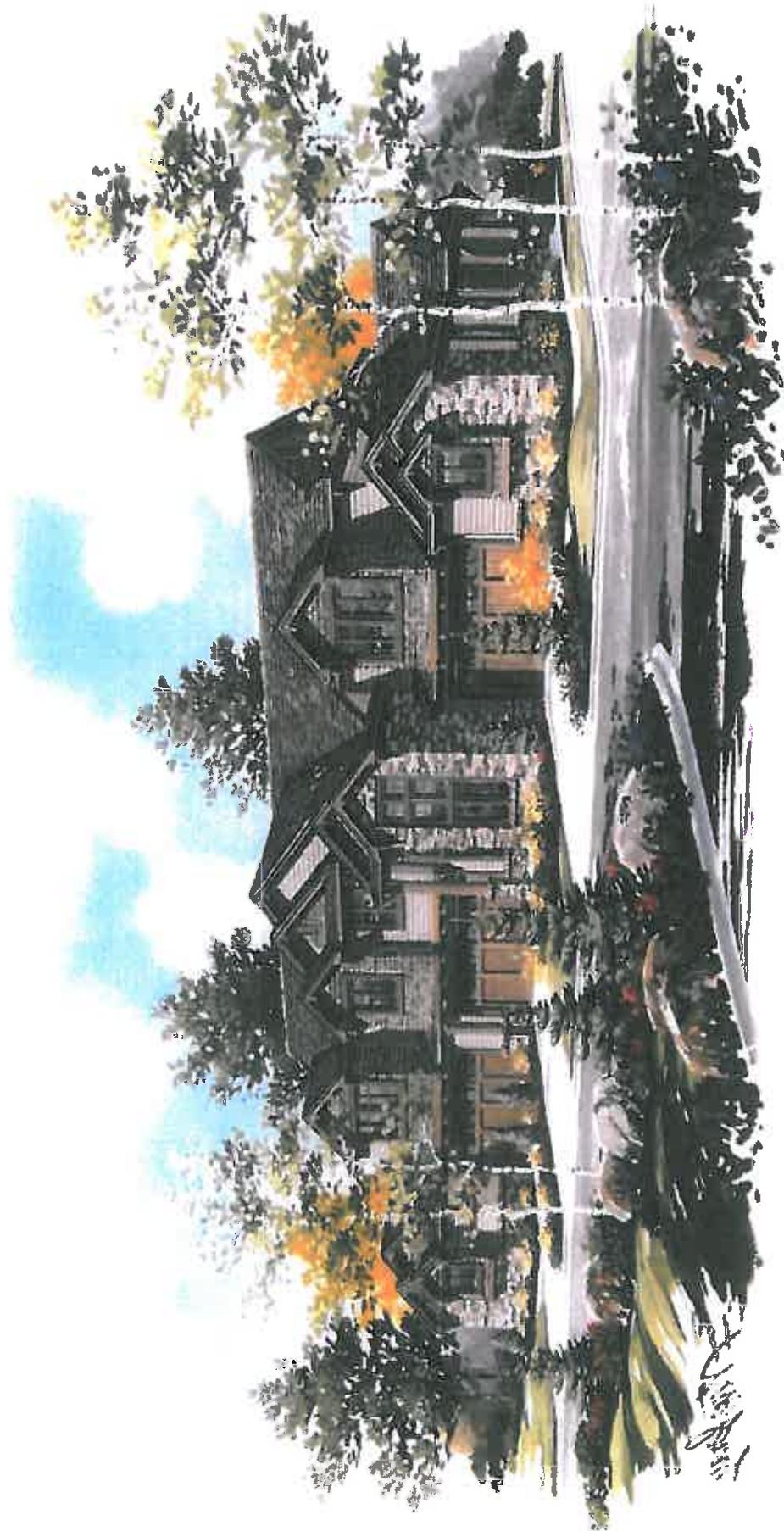
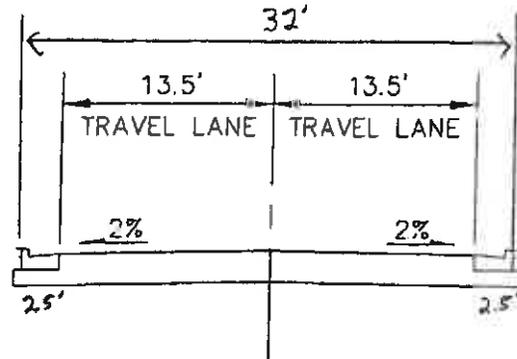


EXHIBIT B

EXHIBIT C

LOCAL



32 -FOOT RIGHT-OF-WAY

2 LANES

ROAD SECTION

Concept Plan for Nicholls Nook

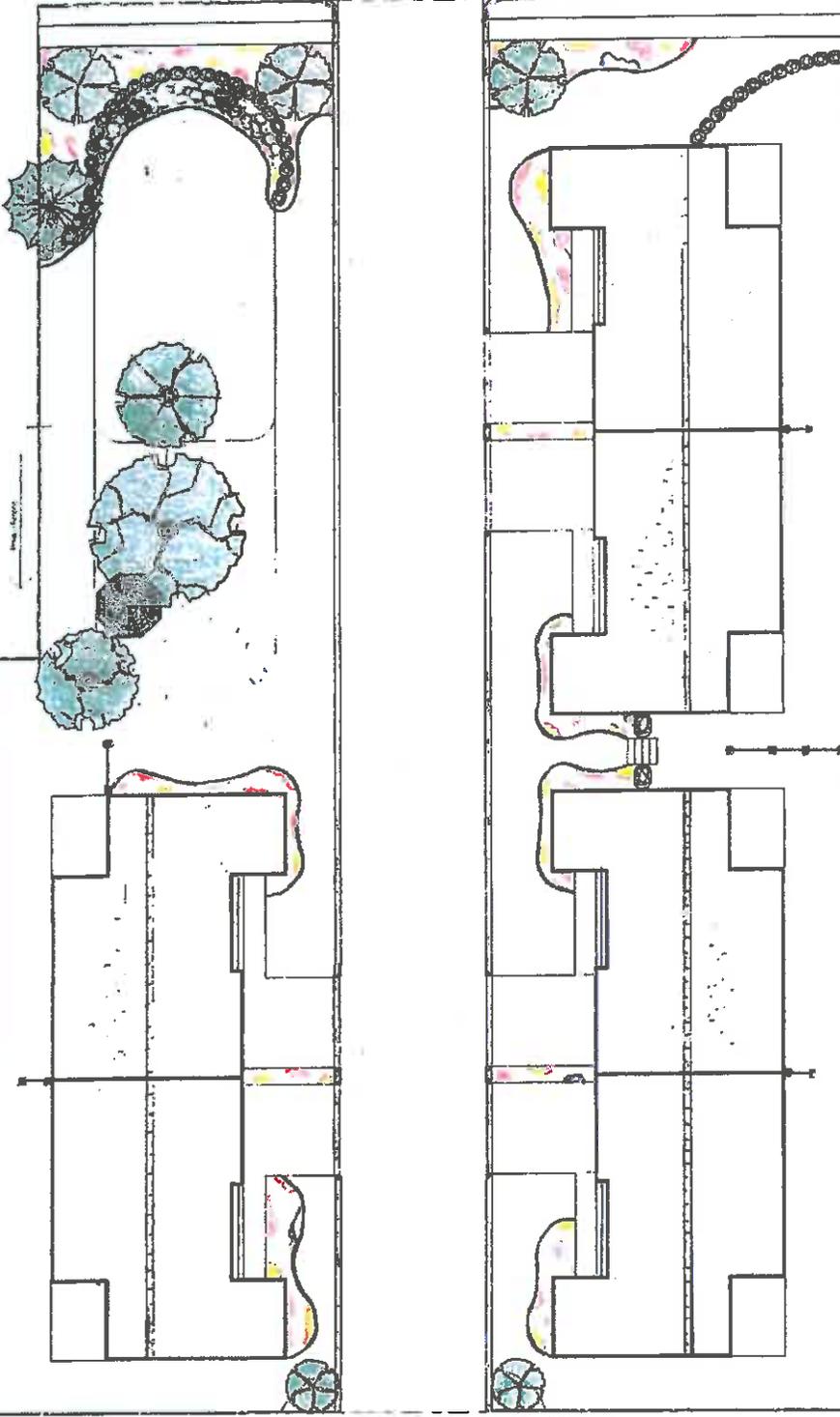


EXHIBIT D



EXHIBIT D



VIEW B



A Winning Combination of Watering Efficiency and Visual Appeal

300 Series arc discs come in 9 different selections

300 Series:

Nozzle	psi	300 Series GPM	Radius
01	50	2.07	14
02	75	2.95	16
03	50	2.48	23
04	75	3.69	25
05	50	4.55	37
06	75	6.24	29
07	50	6.66	28
08	75	8.82	30
09	50	3.64	29
10	75	5.29	31
11	50	2.67	16
12	75	3.95	18
13	50	5.08	30
14	75	6.36	33

Nozzle	Max. # of Spray
01	4" 10"
02	5" 11"
03	7" 6"
04	6" 3"

300 Series:

Model	Radius	Flow Rate	Operating Pressure	Operating Temperature	Material
01	14"	2.07 GPM	50 psi	32° F to 122° F	304 Stainless Steel
02	16"	2.95 GPM	75 psi	32° F to 122° F	304 Stainless Steel
03	23"	2.48 GPM	50 psi	32° F to 122° F	304 Stainless Steel
04	25"	3.69 GPM	75 psi	32° F to 122° F	304 Stainless Steel
05	37"	4.55 GPM	50 psi	32° F to 122° F	304 Stainless Steel
06	29"	6.24 GPM	75 psi	32° F to 122° F	304 Stainless Steel
07	28"	6.66 GPM	50 psi	32° F to 122° F	304 Stainless Steel
08	30"	8.82 GPM	75 psi	32° F to 122° F	304 Stainless Steel
09	29"	3.64 GPM	50 psi	32° F to 122° F	304 Stainless Steel
10	31"	5.29 GPM	75 psi	32° F to 122° F	304 Stainless Steel
11	16"	2.67 GPM	50 psi	32° F to 122° F	304 Stainless Steel
12	18"	3.95 GPM	75 psi	32° F to 122° F	304 Stainless Steel
13	30"	5.08 GPM	50 psi	32° F to 122° F	304 Stainless Steel
14	33"	6.36 GPM	75 psi	32° F to 122° F	304 Stainless Steel

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14	33"	6.36 GPM	75 psi	32° F to 122° F	304 Stainless Steel

Specifications

Model

- 300-00-00 Lawn Pop-up w/o Nozzle
- 300-10-00 Shrub w/o Nozzle
- 300-10-00-COM Shrub with Check Valve w/o Nozzle
- 300-12-00 12" Pop-up w/o Nozzle and Arc Disk

Dimensions

- Body Diameter: 2 3/8"
- Can Diameter: 3"
- Height: 10 1/2"
- Lawn Pop-up: 6 1/8"
- High-Pop: 16"
- Shrub Base Diameter: 1 1/4"

Operating Specifications

- Radius: 15" - 30"
- Flow Rate: 2.07 - 6.36 GPM
- Lawn Pop-up and High-pop: 0.57 - 7.51 GPM
- Shrub (COM): 2.07 - 6.36 GPM
- Recommended Operating Pressure Range: 35-50 psi (maximum: 75 psi)
- Trajectory: 3 angles to cover short, medium & large radius
- Pop-up to nozzle:
 - Lawn Pop-up: 2 3/4"
 - High-Pop: 11 3/4"
- Inlet (Female-threaded):
 - Lawn Pop-up and High-pop: 3/4"
 - Shrub: 1/2" to 3/4"
- Large basket filter screen

Options Available

- Bagged Water Indicators:
 - 89-7853 - Omn. Nozzle Cover (Use with Part No. 300-15)
 - 89-7854 - High-pop Dnmt Nozzle Cover (Use w/Part No. 300-25)
- 89-7859 - Rotor Plug
- Check Valve - maintains up to 8 elevation change (shrub cam only)
- 35-1344 - Locking cap for Lawn Pop-up models (standard on high-pop models)

Warranty

- Two years

Rotors

300 Series arc discs come in 9 different selections

300 Series:

Nozzle	psi	300 Series GPM	Radius
01	50	2.07	14
02	75	2.95	16
03	50	2.48	23
04	75	3.69	25
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02	16"	2.95 GPM	75 psi	32° F to 122° F	304 Stainless Steel
03	23"	2.48 GPM	50 psi	32° F to 122° F	304 Stainless Steel
04	25"	3.69 GPM	75 psi	32° F to 122° F	304 Stainless Steel
05	37"	4.55 GPM	50 psi	32° F to 122° F	304 Stainless Steel
06	29"	6.24 GPM	75 psi	32° F to 122° F	304 Stainless Steel
07	28"	6.66 GPM	50 psi	32° F to 122° F	304 Stainless Steel
08	30"	8.82 GPM	75 psi	32° F to 122° F	304 Stainless Steel
09	29"	3.64 GPM	50 psi	32° F to 122° F	304 Stainless Steel
10	31"	5.29 GPM	75 psi	32° F to 122° F	304 Stainless Steel
11	16"	2.67 GPM	50 psi	32° F to 122° F	304 Stainless Steel
12	18"	3.95 GPM	75 psi	32° F to 122° F	304 Stainless Steel
13	30"	5.08 GPM	50 psi	32° F to 122° F	304 Stainless Steel
14	33"	6.36 GPM	75 psi	32° F to 122° F	304 Stainless Steel

300 Series:

Nozzle	Radius	Flow Rate	Operating Pressure	Operating Temperature	Material
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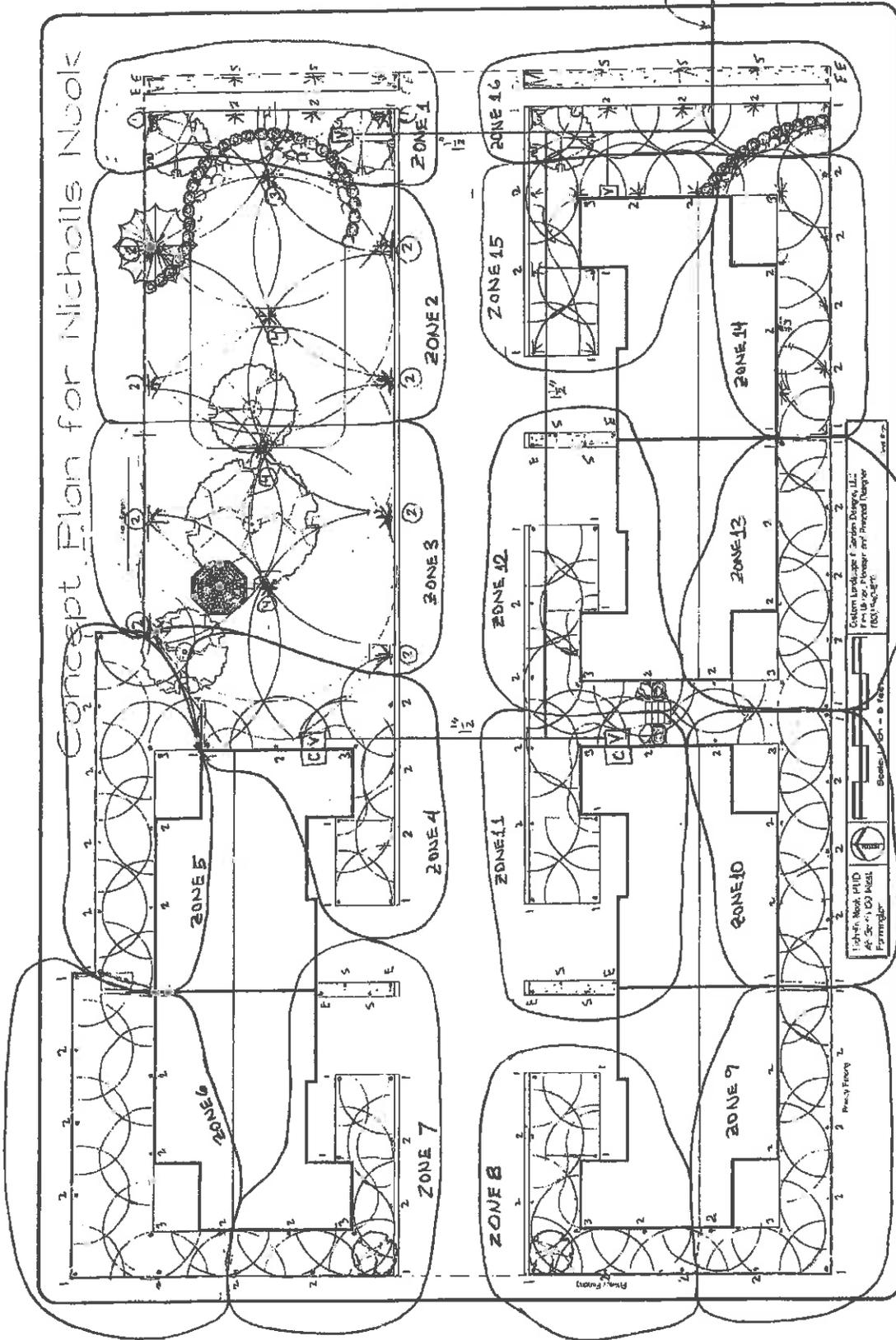
Warranty

- Two years

Nichols Nook Sprinkler Calculators

15' Head type & depress at 35 psi	Flowrate at 35 psi	All Zones	Total	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
End	0.46	14	14	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8	1.8
Side	0.59	17	17	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2
Rotor	1.8	18	18	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2
90	0.86	43	43	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4
1.2	1.06	112	112	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
1.58	1.49	136	136	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7	12.7
1.90	1.72	158	158	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1
2.02	1.91	202	202	18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7	18.7
2.25	2.13	225	225	21.2	21.2	21.2	21.2	21.2	21.2	21.2	21.2	21.2	21.2	21.2	21.2	21.2	21.2	21.2	21.2
2.55	2.41	380	380	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1
2.70	2.55	380	380	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1	34.1

Concept Plan for Nicholls Nook



[C] Control Box 3 Zones
 [V] Valve Box 3 Zones
 [---] Zone Boundary

Light/Walk PVID
 At 3'-0" O.D. Metal
 Framing
 Slope 1:12 - 6 Feet
 Custom Landscape System Design, LLC
 1001 S. ...
 ...

Existing
 1 1/2" Service
 Secondary
 Water

EXHIBIT D

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2012

PUBLIC HEARING: Scenic Byway Overlay Electronic Message Sign Ordinance

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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 28, 2012

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

RECOMMENDATION

Continue the public hearing (see background information below) 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

The City Council continued the public hearing from November 20th to allow time for staff to send notices to the sign companies. Initially, long before this meeting, 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 in October 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 4th day of December, 2012.

FARMINGTON CITY

Scott C. Harbertson
Mayor

ATTEST:

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:
December 4, 2012

S U B J E C T: D&RGW Rail Trail; Centerville to Farmington

ACTION TO BE CONSIDERED:

By minute motion, authorize the City Manager to execute the attached Federal Aid agreement for the D&RGW Rail Trail section from Centerville to Farmington.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
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: Dave Millheim, City Manager

Date: November 28, 2012

SUBJECT: **D&RGW RAIL TRAIL; CENTERVILLE TO FARMINGTON**

RECOMMENDATION

By minute motion, authorize the City Manager to execute the attached Federal Aid agreement for the D&RGW Rail Trail section from Centerville to Farmington.

BACKGROUND

Staff has been working with the assistance of WFRC in getting the last section of the D&RGW Rail Trail funded and completed. The overall trail is 22 miles in length but the last portion is not completed due to lack of funding. This portion of the trail is approximately three miles and goes through Southern Farmington, Centerville and portions of Davis County. UTA owes the right of way and is agreeing donate the use for the said trail. The project cost estimate is \$811,568 with \$720,200 coming from two different federal aid sources which become available once the local match portion of \$91,358 is approved. We believe all of the local match may not be needed since the majority of these funds are contingency in nature and required to be deposited on the front end. Whatever funds not used once the project closes out would be refunded to the local jurisdiction(s) on a proportionate basis. Staff has met with UTA, Centerville, Davis County, WFRC and UDOT officials. Since multiple jurisdictions are involved which complicates the documentation a bit, it was suggested and staff agreed that Farmington would act as the sponsoring local government. This significantly streamlines the process. We would anticipate construction to be completed in the summer of 2013.

Farmington would advance the \$91,358 local match from the trails funds to an escrow account. This amount will be shared on a one-third proportionate share between Centerville, Farmington and Davis County. The final numbers would not reconcile until the project closes out after construction. Remember UTA is contributing the right of way. Staff for the respective jurisdictions have all agreed to this approach but we still

need to get interlocal agreements in place between Farmington City, Centerville and Davis County for payment of the matching funds.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Dave Millheim", with a stylized flourish at the end.

Dave Millheim
City Manager

Cc: George Chipman, Trails Committee Chair
Steve Thacker, Centerville City Manager
Barry Burton, Davis County Planning Director
Ben Wuthrich, WRFC
Jamie White, Utah Transit Authority



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 11/28/2012
PM REQUEST DATE 11/19/2012

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-R199(131) **PIN No.:** 11099
PIN Description: D&RGW Rail Trail; Centerville to Farmington **FINET Prog Code No.:** 53825

UDOT Project Manager	UDOT Contract Administrator
T. Patrick Cowley 166 West Southwell Street Ogden, UT 84404 (801)620-1685 patrickcowley@utah.gov	Michael R. Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
Farmington City 130 N MAIN Farmington, UT 84025-0160 Dave Millheim, (801) 451-2383 DMILLHEIM@FARMINGTON.UTAH.GOV

Project Value	\$811,558
Federal Match	\$720,200
Local Government Match	\$91,358
State Match	\$0

Please print five single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

Routing Sequence	Date
1 Sent to Local Government	11/28/2012
2 Review/Approved Local Government	
3 Review/Approved UDOT Region Director (c/o UDOT PM)	
4 Consultant Services	
5 Sent to UDOT Comptroller	
6 Review/Approved UDOT Comptroller	



**State of Utah
Department of Transportation**



Federal Aid Agreement for Local Agency Project CFDA No. 20.205		Farmington City - Dave Millheim	Maximum Project Value Authorized \$811,558
PIN Number 11099 FINET Number 53825 FMIS Number F008715	Project Number F-R199(131) PIN Description D&RGW Rail Trail; Centerville to Farmington	Agreement Number (Assigned By Comptrollers)	
		Date Executed	

The Utah Department of Transportation (UDOT) will authorize the Local Agency to proceed on the project upon execution of this agreement providing the Local Agency has complied, or hereby agreed to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87, and A-133, (4) Utah State Code, (5) Utah Department of Transportation Local Government and State Aid Project Guide, (6) the Federal Aid Project Agreement entered into between UDOT and the Federal Highway Administration (FHWA), relative to the above project. Federal funds which are to be obligated for the project may not exceed the amount shown herein, without written authority by UDOT, subject to the approval of FHWA. All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. The Local Agency is responsible for all increased costs to UDOT if the Local Agency decides not to proceed after signing this agreement. No costs are eligible for federal-aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

State Wide Transportation Improvement Program STIP 2013 - 2016

Fund*	Prior	2013	2014	2015	2016	Total	Fed Aid	State	Other	Pct
STP_ENH_EAC	\$0	\$275,250	\$0	\$0	\$0	\$275,250	\$220,200	\$0	\$55,050	20.00%
STP_URB_O/L	\$0	\$0	\$0	\$536,308	\$0	\$536,308	\$500,000	\$0	\$36,308	6.77%
Total	\$0	\$275,250	\$0	\$536,308	\$0	\$811,558	\$720,200	\$0	\$91,358	11.26%

*<http://www.udot.utah.gov/go/stipfundtable>

Upon signing this agreement the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$811,558 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to [Dave Millheim at DMILLHEIM@FARMINGTON.UTAH.GOV](mailto:DMILLHEIM@FARMINGTON.UTAH.GOV) the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Farmington City Official

Utah Department of Transportation

By _____ Date _____ By _____ Date _____
City Manager Dave Millheim Region Director

By _____ Date _____
Comptrollers Office

Provisions

I. Roles and Responsibilities:

In accordance with 23 U.S.C. 106© and 23 CFR 635.105 the Utah Department of Transportation is responsible for acting on behalf of the Federal Highway Administration in the determination of federal-aid eligibility on all Local Agency Federal-aid projects as described in Appendix C of the FHWA-UDOT Stewardship Oversight Agreement.

II. Project Authorization for Federal-aid:

The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any Federal-aid project. Federal funds shall not participate in costs incurred prior to the date of Authorization except as provided by 23 CFR 1.9(b).

III. Agreement provisions:

The Local Agency accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

IV. Liability:

Local Agency agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency's negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Local Agency's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

V. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

d. Upon satisfactory completion of the provisions of this agreement.

e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

VI. Single Audit Act:

The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

VII. Maintenance:

The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."

VIII. Availability of Records:

For a period not less than three (3) years from the date of final project close out with Federal Government, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the State and Federal Government, or furnished upon request.

IX. Payment and Reimbursement to UDOT:

UDOT shall not be ultimately responsible for any of the cost of the project. The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the Federal Government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs.

Funds requested beyond the amount set forth will require execution of a Supplemental Financial Agreement.

If the project overruns in costs, the Local Agency shall pay the additional amount required within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made.

If the advanced amount exceeds the Local Agency's share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial close out of the project.

UDOT shall provide the Local Agency with a quarterly statement reflecting a cost summary of project costs.

X. Reimbursement Claims by Local Agency:

The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

XI. Right of Way:

The Local Agency shall comply with 23 CFR 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html> (6) Property not incorporated into a project funded under title 23 of the United States Code.

For real property disposals the Local Agency shall comply with 23 CFR 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR 710.409 and 710.403. This requires that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate Metropolitan Planning Organization or the Joint Highway Committee.

For UDOT right-of-way certifications required for advertising access the following:

<http://www.udot.utah.gov/main/f?p=100:pg:::1:T,V:808,34728>

XII. Change in Scope and Schedule:

Local Agency recognizes that if a project scope changes from the original intent of the project

application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders.

At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency agrees they will be responsible for 100% of the costs of all change orders on the project not reimbursed by FHWA.

XIII. UDOT Service Costs:

UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. Appropriate charges for these costs will be included in invoices to the Local Agency.

XIV. H.B. 296 (UCA 72-6-108.5. Class B and C Roads – Federal-aid Highway Construction Contracts):

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Language content was reviewed and approved by the Utah AG's office on November 7, 2011.

GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

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 - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
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 - (a) The applicant/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
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8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of and instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. **Accountability of equipment** acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

50036.2-M-34b

Form FHWA-1273 (Rev. 3-94)

Zimbra

dmillheim@farmington.utah.gov

RE: PIN 11099 D&RGW Rail Trail; Centerville to Farmington

From : Barry Burton <barry@co.davis.ut.us>

Tue, Nov 27, 2012 12:09 PM

Subject : RE: PIN 11099 D&RGW Rail Trail; Centerville to Farmington**To :** Dave Millheim
<dmillheim@farmington.utah.gov>, Patrick
Cowley <patrickcowley@utah.gov>**Cc :** Scott Harbertson <scottharbo@msn.com>, Steve
Thacker <stevet@centervilleut.com>, Ben
Wuthrich <bwuthrich@wfrc.org>

Dave,

Davis County isn't going to have any problem with Farmington acting as the LG on this project.

Barry

-----Original Message-----

From: Dave Millheim [mailto:dmillheim@farmington.utah.gov]

Sent: Tuesday, November 27, 2012 11:50 AM

To: Patrick Cowley

Cc: Harbertson, Scott; Steve Thacker; Barry Burton; Wuthrich, Ben

Subject: Re: PIN 11099 D&RGW Rail Trail; Centerville to Farmington

Yes, Farmington is willing to take on the LG role. We have very good relationships with the other jurisdictions and assuming none of them have a problem with us taking that role, I am quite confident in their honoring any matching requirements so long as we get those nailed down on the front end liked we discussed in our last meeting.

I am copying my Mayor, Centerville, Davis County and WFRM on this so we all stay on the same page. Do we have to have anyone's blessing at UTA since they will be doing the ROW donation? If yes, whom should I keep in the loop at UTA? Thank you for moving this forward.

Dave Millheim
City Manager
801-939-9203

----- Original Message -----

From: "Patrick Cowley" <patrickcowley@utah.gov>

To: dmillheim@farmington.utah.gov

Cc: "Ben Wuthrich" <bwuthrich@wfr.org>, "Rex Harris" <rexharris@utah.gov>

Sent: Tuesday, November 27, 2012 11:33:05 AM

Subject: PIN 11099 D&RGW Rail Trail; Centerville to Farmington

Dave,

I'm writing to follow up on a phone message I left earlier in regard to the subject project.

In exploring the options of agreements that would meet the needs of the individual stakeholders and the overall project, we will be using the same process as on other projects with multiple government agencies. To access the funding UDOT will need to enter into a Federal Aid agreement with one of the Local Governments (LG). This LG would be acting as the lead for the project and essentially the voice for the LG team. There are pros and cons for the LG that signs the agreement.

This process allows for a more streamlined approach where all contracts and invoices are routed for one LG signature rather than 3+ which may kill the project, or at the very least drag it out unnecessarily. On the flip side, the signing agency is on the hook for the overall match and will need to enter into agreements with the other LG agencies to secure their portion of the match.

Before we can draft the Federal Aid agreement, we need to identify which LG will be acting as lead. Is Farmington City willing sign the agreement and act as lead on the project?

Please let me know of the City's decision or if you have any additional questions.

Thanks so much for your time,

Patrick

T. Patrick Cowley, PE

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2012

**S U B J E C T: Federal Aid Agreement for Matching Funds – Park Lane at Clark Lane
and 1100 West**

ACTION TO BE CONSIDERED:

Authorize the Mayor to execute the Federal Aid Agreement as attached for S-R 225: Park Lane at Clark Lane and 1100 West. (Note: By entering into this agreement, the City obligates \$197,452 of local matching funds from Account No. 38-720-950 which is our transportation impact fee account.)

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
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: Dave Millheim, City Manager

Date: November 28, 2012

SUBJECT: **FEDERAL AID AGREEMENT FOR MATCHING FUNDS PARK LANE AT CLARK LANE AND 1100 WEST**

RECOMMENDATION

Authorize the Mayor to execute the Federal Aid Agreement as attached for S-R 225: Park Lane at Clark Lane and 1100 West. (Note by entering into this agreement, the City obligates \$197,452 of local matching funds from Account No. 38-720-950 which is our transportation impact fee account.)

BACKGROUND

For several years the City has wanted to realign portions of Park Lane. We sought and obtained jurisdictional transfer of this road into City control. As part of the transfer, we also worked on making sure funds needed for the road improvements and construction were budgeted into the State Transportation Program (STP). These funds are now available and total \$2,719,144 in federal aid. We are in the final stages of completing the required environmental impact report. UDOT has started, through CRS, completing the design documents for the new section of road. RFP's for construction, with UDOT managing the project (due to Federal Aid funds being used) will be sought as soon as the design is completed. We hope to see the road under construction in the summer of 2013.

As part of this project moving forward, the City must formally commit to paying upon request from UDOT a matching fund portion of up to \$197,454. Execution of this agreement authorizes that action and we have the funds set aside for this purpose.

Respectfully Submitted

Dave Millheim
City Manager



**State of Utah
Department of Transportation**



Federal Aid Agreement for Local Agency Project CFDA No. 20.205		Farmington City - Dave Millheim	Maximum Project Value Authorized \$2,916,598
PIN Number 8591 FINET Number 53710 FMIS Number F007012	Project Number F-LC11(49) PIN Description SR-225; PARK LANE AT CLARK LANE AND 1100 WEST	Agreement Number (Assigned By Comptrollers)	
		Date Executed	

The Utah Department of Transportation (UDOT) will authorize the Local Agency to proceed on the project upon execution of this agreement providing the Local Agency has complied, or hereby agreed to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87, and A-133, (4) Utah State Code, (5) Utah Department of Transportation Local Government and State Aid Project Guide, (6) the Federal Aid Project Agreement entered into between UDOT and the Federal Highway Administration (FHWA), relative to the above project. Federal funds which are to be obligated for the project may not exceed the amount shown herein, without written authority by UDOT, subject to the approval of FHWA. All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. The Local Agency is responsible for all increased costs to UDOT if the Local Agency decides not to proceed after signing this agreement. No costs are eligible for federal-aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

State Wide Transportation Improvement Program STIP 2013 - 2016

Fund*	Prior	2013	2014	2015	2016	Total	Fed Aid	State	Other	Pct
STP_URB_O/L	\$10,726	\$1,608,924	\$1,296,948	\$0	\$0	\$2,916,598	\$2,719,144	\$0	\$197,454	6.77%
Total:	\$10,726	\$1,608,924	\$1,296,948	\$0	\$0	\$2,916,598	\$2,719,144	\$0	\$197,454	6.77%

*<http://www.udot.utah.gov/go/stipfundtable>

Upon signing this agreement the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$2,916,598 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to [Dave Millheim at DMILLHEIM@FARMINGTON.UTAH.GOV](mailto:DMILLHEIM@FARMINGTON.UTAH.GOV) the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Farmington City Official

Utah Department of Transportation

By _____ Date _____
Mayor Scott Harbertson

By _____ Date _____
Region Director

By _____ Date _____
Comptrollers Office

Provisions

I. Roles and Responsibilities:

In accordance with 23 U.S.C. 106© and 23 CFR 635.105 the Utah Department of Transportation is responsible for acting on behalf of the Federal Highway Administration in the determination of federal-aid eligibility on all Local Agency Federal-aid projects as described in Appendix C of the FHWA-UDOT Stewardship Oversight Agreement.

II. Project Authorization for Federal-aid:

The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any Federal-aid project. Federal funds shall not participate in costs incurred prior to the date of Authorization except as provided by 23 CFR 1.9(b).

III. Agreement provisions:

The Local Agency accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

IV. Liability:

Local Agency agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency's negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Local Agency's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

V. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

- d. Upon satisfactory completion of the provisions of this agreement.
- e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

VI. Single Audit Act:

The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

VII. Maintenance:

The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."

VIII. Availability of Records:

For a period not less than three (3) years from the date of final project close out with Federal Government, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the State and Federal Government, or furnished upon request.

IX. Payment and Reimbursement to UDOT:

UDOT shall not be ultimately responsible for any of the cost of the project. The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the Federal Government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs.

Funds requested beyond the amount set forth will require execution of a Supplemental Financial Agreement.

If the project overruns in costs, the Local Agency shall pay the additional amount required within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made.

If the advanced amount exceeds the Local Agency's share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial close out of the project.

UDOT shall provide the Local Agency with a quarterly statement reflecting a cost summary of project costs.

X. Reimbursement Claims by Local Agency:

The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

XI. Right of Way:

The Local Agency shall comply with 23 CFR 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html> (6) Property not incorporated into a project funded under title 23 of the United States Code.

For real property disposals the Local Agency shall comply with 23 CFR 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR 710.409 and 710.403. This requires that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate Metropolitan Planning Organization or the Joint Highway Committee.

For UDOT right-of-way certifications required for advertising access the following:
<http://www.udot.utah.gov/main/f?p=100:pg:::::1:T,V:80,8,34728>

XII. Change in Scope and Schedule:

Local Agency recognizes that if a project scope changes from the original intent of the project

application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders.

At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency agrees they will be responsible for 100% of the costs of all change orders on the project not reimbursed by FHWA.

XIII. UDOT Service Costs:

UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. Appropriate charges for these costs will be included in invoices to the Local Agency.

XIV. H.B. 296 (UCA 72-6-108.5. Class B and C Roads – Federal-aid Highway Construction Contracts):

If the local authority desires to participate as provided in H.B. 296 (General Session 2011) to be an additional contracting party and included as an additional bondholder or obligee on the performance bond, a signed letter is to be included as an attachment to this Federal Aid Agreement. This letter must be on Local Agency letterhead and signed by the same individual that has signed the first page of this Federal Aid Agreement. This provision applies only to Federally Funded projects and only on B and C roads. (Provision added November 7, 2011.)

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 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
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 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
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 - (a) The application/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
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6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of and instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. **Accountability of equipment** acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
14. **This Grant is subject to the conditions specified in the enclosed Negotiation Document.**
15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

50036.2-M-34b

Form FHWA-1273 (Rev. 3-94)



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 11/27/2012
PM REQUEST DATE 11/27/2012

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-LC11(49) **PIN No.:** 8591
PIN Description: SR-225; PARK LANE AT CLARK LANE AND 1100 WEST **FINET Prog Code No.:** 53710

UDOT Project Manager	UDOT Contract Administrator
Brett Slater 166 West Southwell Street Ogden, UT 84404 (801)620-1689 brettslater@utah.gov	Michael R. Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
Farmington City 130 N MAIN Farmington, UT 84025-0160 Dave Millheim, (801) 451-2383 DMILLHEIM@FARMINGTON.UTAH.GOV

Project Value	\$2,916,598
Federal Match	\$2,719,144
Local Government Match	\$197,454
State Match	\$0

Please print five single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

Routing Sequence	Date
1 Sent to Local Government	11/27/2012
2 Review/Approved Local Government	
3 Review/Approved UDOT Region Director (c/o UDOT PM)	
4 Consultant Services	
5 Sent to UDOT Comptroller	
6 Review/Approved UDOT Comptroller	

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2012

S U B J E C T: **Alternative Review Process for Approval of a Supplementary
“Additional Project Master Plan” for Park Lane Commons**

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendations.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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 28, 2012

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

MOTIONS/ACTIONS

1. Move that the City Council not approve the supplementary "additional project master plan" as submitted for Park Lane Commons, subject to the findings established by the Planning Commission on November 1, 2012.

- OR -

2.
 - A. Determine that 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 regarding the supplementary "additional project master plan" (PMP) as submitted for Park Lane Commons
 - B. Establish findings to support the Determination.
 - C. Move that the City Council conditionally approve the supplementary "additional project master plan" as submitted for Park Lane Commons, subject to review and approval by the City Council of a development agreement, the standards of which development agreement are set forth in Section 11-18-114 of the Zoning Ordinance.

BACKGROUND

The property encompassing the proposed PMP site is zoned TMU, and development thereof is primarily guided by Chapter 18 of the Zoning Ordinance. The PMP does not comply with certain standards of this Chapter. Nevertheless, the applicant is able to request approval as per

Section 11-18-114 titled “Alternative Approval Process; Development Agreements”, but in order to approve the request the Council must determine that “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” (11-18-114(a)).

The criteria for review of a PMP and development agreement application as per Section 11-18-114 (d) is as follows:

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

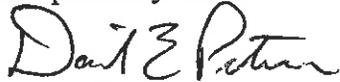
Staff and the developer acknowledge that a great deal of detail will go into the draft development agreement should the Council approve Option Two. There will be no development agreement drafted if the Council chooses Option One and the project is denied with that choice. Therefore staff is seeking direction, by the Council choosing either option, so that we focus the time and attention needed on the development agreement or not. The level of detail that will need to be provided in the development agreement can be considerable and neither the staff nor the developer wishes to undertake this exercise without the Council first being comfortable with the general layout of the additional project master plan for the three acres as presented herein.

SUPPLEMENTARY INFORMATION

1. Chapter 11 “Commercial Development” of the General Plan [note: sections applicable to this area are highlighted with an “*”).

2. Supplementary “additional project master plan” as submitted for Park Lane Commons, which project master plan includes a narrative.
3. Letters and other information provided by the applicant.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

General Plan

CHAPTER 11

COMMERCIAL DEVELOPMENT

INTRODUCTION

Following a brief overview of the community's commercial history and recent economic studies, this Chapter of the Plan identifies three community goals relating to commercial development and land uses (page 3). These goals are followed by specific policies articulating the City's commercial development priorities and areas of emphasis (page 4).

This Chapter also includes specific recommendations developed for four commercial areas within the Community. These areas are defined and identified as the Highway 89 Corridor (pages 6 and 7), the Farmington Commercial Center (pages 6 and 9), Downtown Farmington (page 11) and Lagoon (page 12).

As part of the Community's General Plan, the goals, policies and recommendations contained herein will provide a basis for Community leaders and decision-makers as they contemplate future land use proposals and development decisions. As stated, the Goals and Policies will also provide a solid basis for the City's commercial land use standards, guidelines and regulations.

BACKGROUND/HISTORY

The early development of Farmington was typical of the pattern found in most Utah communities of the 19th century. Townsites were laid out in a grid pattern with wide streets spaced uniformly from two primary axes. In Farmington's case the two axes are Main Street and State Street. Farmington was also typical in that the town's commercial center was established at or near the intersection of the two primary streets.

Farmington's commercial development began in the 1850's. Soon after the town was designated as the seat of government for Davis County. In 1854, the first courthouse was erected near the site of the present courthouse. According to a history of Farmington written by Margaret Steed Hess, rooms on the ground floor of this building were rented by merchants to use as small shops. At about this same time, the first general store was also opened.

Over the next several decades, the commercial area grew to include a series of general stores, schools, butcher shops, blacksmith shops, barbers, druggists, and milliners. These stores provided most of the basic products and services the small town needed and were within walking distance for most residents. This was the most traditional of downtowns, serving as both the economic and social center of the community.

As commercial development expanded so did the government service sector. The original courthouse was replaced by a second one (this time without commercial shops) which was then expanded to the building existing today. The Davis County School District administrative offices were also located downtown and, because of the presence of the

school district and county offices, other related government and social service agencies were located in the area. Following World War II, two factors irrevocably changed commercial development patterns in the United States. The first was increased ownership and reliance on the automobile and the second was the development of the Federal Interstate Highway System during the 1950's and 60's. The automobile made it necessary to provide better visibility to passing traffic, better vehicular accessibility to commercial sites, and increased the area needed for on-site maneuvering and parking. The highway system provided a more efficient means to get from place to place, usually by bypassing towns along the way. Traffic which had once traveled through town on the old highways, often stopping en route to contribute to the local economy, dwindled.

Due to these factors, many small towns, including Farmington, suffered a decline in their traditional downtown commercial centers because they could not expand to meet changing needs and/or could not survive on local patronage alone. The distinction of being the County seat was probably the salvation of Farmington's downtown. As the commercial sector slowly declined, the government service sector steadily increased. Today the downtown area includes a unique mix of uses including a few remaining commercial establishments, government and school district offices, and professional offices, as well as low and medium density residential.

The changes in commercial development patterns mentioned above have been recognized in previous comprehensive plans for the City and have been addressed by designating the area surrounding the intersection of Shepard Lane and Highway 89 as retail commercial. This is an ideal location in today's commercial environment because there is excellent visibility, good access, and available space. In 1993 this commercial area included the Foxglove Shopping Center on the northeast corner of the intersection; a discount department store, tire service center, and fast food restaurant on the northwest corner, and a convenience store on the south side of Shepard Lane west of the intersection.

In 2000, the City experienced a down turn in tax revenue. At the same time, Kmart closed their store located at Shepard Lane and U.S. 89. It was recognized anew that commercial development is necessary to provide for the needs of the City's growing residential population and to generate additional revenue to extend and maintain public facilities and services.

Reconstruction of the new Park Lane interchange began in 2001. When completed, this interchange will connect I-15 and U.S. 89 to the proposed Legacy Highway and create an arterial bridge linking west and east Farmington. For the first time, direct freeway access will be provided to hundreds of acres of undeveloped land west of the interchange. In addition, UTA has announced plans to construct a commuter rail stop north of the Davis County Justice Complex, south of Park Lane. Commuter rail service linking north Weber County to Salt Lake City is scheduled to begin in 2007.

The Park Lane interchange reconstruction and Commuter Rail Project dictate that property in this general vicinity should be utilized as mixed commercial/residential with complementary office uses. This area is uniquely suited for commercial uses which

include a combination of local and regional retail, office buildings, hotels, restaurants, technology users, master planned single-family and multi-family, services, office/warehouse and light high-end manufacturing. The developable area is buffered from most existing and future residential housing by major arterial roadways, the D&RGW tracks and natural features. Care should be taken to assume that an integrated plan for the entire area is developed, allowing for generous mix of uses.



DEVELOPMENT GOALS, POLICIES AND RECOMMENDATIONS



As noted in the Chapter introduction, this section of Chapter 11 identifies the City's Goals, Policies and Recommendations relating to commercial development. This section begins with three overarching statements referred to as Community Goals. These statements articulate the City's general approach to commercial land use and development. These statements are followed by specific policies outlining how the City would like this development to occur or recommending a process that should be followed as development proposals are considered.

This Chapter also includes specific recommendations for four commercial areas within the Community. These areas are defined and identified as the 89 Corridor (pages 6 and 7), the Farmington Commercial Center (pages 6 and 9), Downtown Farmington (page 11) and Lagoon (page 12).

It is anticipated that the goals, policies and recommendations contained herein will provide a basis for Community leaders and decision-makers as they contemplate future land use proposals and development decisions. As stated, the Goals and Policies also provide a solid basis for the City's commercial land use standards, guidelines and regulations.

Subdistrict Planning Opportunities

The recommendations of this Chapter, as designated on the Future Land Use Plan Map and incorporated as part of the text, are intended to provide general guiding principles for commercial land use development. More detailed plans, such as the Downtown Master Plan referenced herein, may be prepared to further define goals and policies for any given area. These more specific subdistrict plans may be prepared by the City, developers and/or property owners. All such plans will be reviewed by the City and may be adopted as an element to the Farmington City General Plan pursuant to the City's laws.

Transfer of Development Rights (TDR) Program

As determined appropriate and consistent with the City's land use and development objectives, the planning office may, under the direction of the Planning Commission and City Council, explore the applicability, preparation, adoption and implementation of a Transfer of Development Rights (TDR) program. If pursued, these efforts would be coordinated with, and under the umbrella of, the Davis County-administered TDR program. Relevant activities for Farmington City include identifying specific Community objectives to be pursued and/or accomplished through any proposed program, designating

appropriate sending and receiving areas, and determining equitable density bonuses and increased floor/area ratios (if applicable).”



Community-adopted commercial land use and development goals and policies include the following:

1. **COMMUNITY GOAL: Encourage orderly growth and development, including appropriate commercial development, in a manner that:**
 - promotes the Community in a positive, progressive manner;
 - complements Farmington’s existing character and lifestyle including such things as family-friendly neighborhoods, historic character, open space, parks and trails;
 - supports other Community-identified goals and objectives;
 - provides a compatible and complementary arrangement and mix of land uses;
 - enhances economic development opportunities and fosters the creation of family-supporting, higher-than-average paying employment opportunities;
 - promotes a stable and diverse tax base;
 - promotes the efficient and cost-effective delivery of services and utilities; and
 - considers the protection of sensitive areas and unique natural features.

2. **COMMUNITY GOAL: Maintain Community land use plans, policies and regulations that encourage and support commercial development in a manner that balances private property rights and values with the general health, safety and welfare interests of all Farmington residents.**

3. **COMMUNITY GOAL: Maintain Community land use plans, policies and regulations that encourage and support a variety of commercial development opportunities and land uses. Within the context of broader Community goals and objectives, the City supports the development of project/area-specific commercial development and land use plans tailored to the unique characteristics of a site or location.**

The following policies will be applied to commercial land uses and development on a “community-wide” basis:

Commercial Land Use and Development Policies and Approach

- a. **Community Policy:** Farmington City encourages and supports commercial land uses and development patterns consistent with the goals and policies of adopted Community land use plans and studies. Commercial development will be encouraged to locate within areas identified for commercial-type land uses.

- 
- b. **Community Policy:** Commercial development proposals will be evaluated for short- and long-term benefits and impacts to the Community as a whole.
 - c. **Community Policy:** Farmington City will promote and encourage commercial development that is functionally and attractively designed and well maintained. As necessary, the City will adopt development and architectural standards and guidelines to assure that development is consistent with the City's lifestyle and character.
 - d. **Community Policy:** Farmington City may cooperate/coordinate with the State of Utah, Davis County and neighboring communities to identify and pursue mutually beneficial land use planning and economic/commercial development programs and activities.
 - e. **Community Policy:** As determined appropriate, and consistent with other Community planning and economic development goals and objectives, the City will work with land owners and development interests to identify and pursue economic development tools and funding strategies that support, encourage and assist in the development of infrastructure and other improvements. These strategies may include, but are not limited to, the designation of Economic Development Areas (EDAs) and/or Redevelopment Areas (RDAs), and/or applying for Community Development Block Grants (CDBGs)."
 - f. **Community Policy:** Where not in conflict with other Community goals and policies, commercial development will be encouraged at major intersections and along major thoroughfares. However, commercial development will not be allowed to spread indiscriminately along major streets. In addition, primary access to commercial development will not be through residential streets or neighborhoods.
 - g. **Community Policy:** Expansion of commercial areas will occur in a careful and controlled manner in order to minimize its impact on residential development and maintain the rural residential character of the Community.
 - h. **Community Policy:** Farmington City will encourage commercial growth and development to occur in visually appealing, well-designed nodes.
 - i. **Community Policy:** The Community's commercial land use plans and development regulations will include clearly stated objectives. The City's development application review and approval processes will be executed in an efficient and timely manner.
 - j. **Community Policy:** All commercial development will be designed to minimize visual, traffic, and noise impacts on adjacent land uses. As necessary, these

potential effects will be addressed through Community land use and development regulations. In this regard, the City encourages the use of 'natural' barriers, such as berms and vegetation rather than structures.

k. **Community Policy:** Primary considerations in reviewing commercial development proposals and applications include, but are not limited to, the following:

- (1) the development's compatibility with identified commercial development priorities and objectives as set forth in this General Plan, and adopted subdistrict plans, maps and regulations;
- (2) the development's compatibility with current and anticipated land use and development patterns;
- (3) the development's compliance/consistency with the City's Master Transportation Plan (As deemed necessary by the City, developers will be required to provide a project-specific transportation and access management plan.);
- (4) the natural characteristics of the site (including topography, soils, drainage patterns, water table, vegetation, cultural and historical resources, etc.), and development-related impacts and considerations;
- (5) the availability of necessary infrastructure and utility services (water, sewer, power, etc.);
- (6) the anticipated demand for municipal services (police, fire protection, solid waste management, etc.);
- (7) access to local, regional road networks and transportation facilities;
- (8) site/development-specific vehicular and pedestrian traffic management and parking provisions including, but not limited to, ingress and egress, private and public parking, pedestrian-friendly design, etc.;
- (9) visual and sound screening and buffering for adjacent land uses; and
- (10) development siting and facility design.

l. **Community Policy:** The City will work with the U.S. Army Corp of Engineers and affected property owners to develop Special Area Management Plans (SAMP). These plans should identify appropriate areas for development and provide appropriate development guidelines/standards addressing wetlands and other sensitive areas.

SITE/AREA-SPECIFIC ANALYSIS AND RECOMMENDATIONS

Highway 89 Corridor and Farmington Commercial Center Areas

Two major commercial areas in Farmington are the Highway 89 corridor (the “89 Corridor”) passing through the Community and the undeveloped parcels on the west side of I-15 directly adjacent to the I-15/Highway 89 interchange (referred to as the “Farmington Commercial Center”). According to a recent commercial use and development study prepared by the Ross Consulting Group (November 18, 2003), these two areas are characterized by strong commercial potential that is complementary, not necessarily competitive in nature.

Over the years, the 89 Corridor has developed with a “community” orientation. Although the corridor may be attractive to some regional commercial uses due to the presence of Lagoon, close proximity of I-15, and direct access to Weber County, it is likely that development within the corridor will continue to primarily serve the local, community needs of Farmington, Fruit Heights, Kaysville and northeastern Davis County.

As an additional opportunity, the Farmington Commercial Center is poised to leverage regional influence and draw along the I-15 corridor because of its convenient freeway and commuter rail access.

Appropriate development in both areas will benefit Farmington residents and the Community overall. It is important that this development is carefully planned in an integrated and comprehensive manner so that development complements the City’s economic and commercial objectives in a manner consistent with Farmington’s unique residential character and lifestyle. Relevant topics to consider include, but are not limited to, property and sales tax revenues, compatible land uses, and transportation/traffic patterns and volumes.

Highway 89 Corridor-specific Analysis and Recommendations

The 89 Corridor is considered an important community and regional transportation corridor running through the heart of Farmington. Although some of the corridor is already developed, many opportunities for infill and redevelopment remain. Consistent with existing development patterns and character, the potential exists for various retail and commercial uses including, but not limited to, upscale grocers, dining and family entertainment.

In addition, Park Lane and Shepard Lane are local crossroads. From these points, motorists can access I-15, US 89, west Farmington and the proposed Legacy Highway. In 2003, UDOT began changing the Park Lane “clover leaf” style interchange into a more modern “free-flow” interchange. When completed, these improvements will give area residents, businesses, and commuters more direct, efficient and safe highway access.

By late 2004, the Shepard Lane overpass and US 89 improvements along this section will be completed. Local traffic can then utilize one-way frontage roads on either side of US 89 (east side frontage road will be two lanes northbound, west side frontage road will be two lanes southbound). Subject to UDOT approval, these frontage roads will provide vehicular access to adjacent parcels through right-in, right-out access openings. This arrangement will allow access to these properties without traveling on and/or impacting neighborhood streets.

Recommendations/considerations for the 89 Corridor include the following:

1. The primary attributes making the Shepard Lane/Highway 89 corridor attractive to professional office and commercial development are visibility and access. Plans to upgrade and improve Highway 89 include elements to provide adequate, safe and convenient access between the east and west sides of Farmington and preserve the commercial viability of the area. This is considered critical to the continued success of the City's commercial core at that location.
2. While the Highway 89 commercial corridor runs approximately two miles, further retail development of the corridor should progress in a more concentrated manner. If development (or redevelopment) spreads too long and thin along this corridor without a critical mass, each development may suffer. This approach is particularly important with regard to retail development. It will help to develop a critical mass for retailers that will allow the corridor's tenants to complement one another's efforts to attract customers. This will encourage the corridor's growth and success as a commercial sector.
3. The City may develop and adopt standards/guidelines to accommodate higher densities within development incorporating open space and landscape plans as part of their design. Consideration (and appropriate credit) may be given where nearby lands will be maintained in perpetual open space due to wetlands, drainage, the constraints of topography, public or private parks, and conservation easements.
4. To further emphasize the importance of a concentrated commercial sector along the 89 corridor, the City will encourage the development of mixed commercial, professional office and residential areas in specific locations as identified on the Future Land Use Plan Map. This concept will be supported through the development of appropriate zoning regulations and reflected in area-specific planning efforts.

In regard to the Future Land Use Plan Map, it is recommended that properties immediately adjacent to/along Park Lane be planned for non-residential uses within the guidelines of mixed use zones. In addition, it is recommended that O/BP (office/business park) development be encouraged on the west side of Main Street at the Main Street/Park Lane intersection.

In order to preserve the residential character of Main Street and protect residential uses within and adjacent to Neighborhood Mixed Use (NMU) zones, the following conditions will apply within NMU zones:

- a) Low-to-medium density residential, open space, and agricultural land uses and development will be permitted. All other allowed uses will be conditional.
- b) Only residential, open space and agricultural land uses and development will be permitted adjacent to/along Main Street.
- c) Neighborhood Mixed Use (NMU) zone residential components should be utilized to buffer adjacent non-NMU residential land uses and development.
- d) To maintain Main Street as a viable transportation corridor, additional access points will be limited to specific locations/areas as identified on the Master Transportation Plan or as approved by the City.
- e) Development standards and guidelines will be developed for such elements as site design, architecture and landscaping in a manner consistent with the low impact commercial and neighborhood residential characteristics of the NMU zone.

Objectives/conditions to be considered within Commercial Mixed Use (CMU) zones include the following:

- a) Encouraging medium-to-high density residential and community-oriented retail and professional offices. Some development/land uses with regional draw may also occur.
- b) Preparing development standards and guidelines for such elements as site design, architecture and landscaping in a manner consistent with the anticipated mixed use characteristics of the zone.
- c) Utilizing Commercial Mixed Use (CMU) zone residential components to buffer adjacent non-CMU residential land uses and development.

Specific to the designation of Commercial Mixed Use (CMU) land uses north of Park Lane and east of Highway 89, the following recommendations will be considered:

- a) Protecting the low-density residential character of/along Main Street.
- b) Encouraging non-residential land uses and development immediately north of Park Lane.
- c) Allowing CMU-type land uses along both sides of the Lagoon Drive northern extension. (The final alignment of this road is still pending. Following

identification of a final corridor, the Future Land Use Plan Map will be amended accordingly.)

5. As the area continues to grow, the highway corridor will continue to see an increase in traffic. As a result, single-family residential development directly adjacent to this high-traffic artery may not be particularly desirable unless appropriate mitigation measures are taken to address potential noise and traffic issues. The appropriateness of multi-unit residential development, which often relies on location, convenience and visibility to be successful, will be evaluated and appropriate standards and guidelines developed.

A red asterisk is located to the left of the section header. A red arrow points downwards from the asterisk, following the left margin of the text.

Farmington Commercial Center-specific Analysis and Recommendations

The Farmington Commercial Center is generally identified as the area located north of the Justice Complex, west of I-15, and east of the old D&RGW rail road tracks. The approximate northern boundary is the stream/wetland corridor northwest of 1525 West Street (see Future Land Use Plan Map).

As described in the recommendations below, the City will encourage development of this area in a planned and orderly manner. The Farmington Commercial Center will contain a series of mixed-use districts that together form a transit-oriented development area. This zone classification is intended to encourage and allow a broad range of uses with the intent of creating diverse, yet balanced, neighborhoods that promote a pedestrian-friendly environment. The use of mixed-use districts is an approach that will best allow property owners and the City to achieve the goals of the General Plan for this area. As deemed appropriate and consistent with Community-identified economic development interests and objectives, land uses will include an integrated mix of commercial and higher density residential, as well as exclusive Class A, employment centers and professional offices. Specifically, it is the City's vision to develop the Farmington Commercial Center area, and the associated transit-oriented, mixed-use facilities and surrounding professional offices and employment centers, as world class facilities. It is anticipated that the area will emerge as a showpiece for the Community and an economic hub for Davis County.

Due to its location and largely undeveloped condition, the Farmington Commercial Center area holds tremendous development potential. However, as this area is planned and developed, considerations must be made to address several unique natural features. These include a high water table, stream/drainage channels, and wetlands. Viewed as an asset, these features may be incorporated as part of development design and increase the attractiveness of the area. Additionally, the City will work with Davis County and the sewer district to ensure that capital facilities planning mechanisms are updated and established to effectively anticipate the level of infrastructure needed for this type of development. This will help to ensure that costs for needed infrastructure improvements are appropriately delegated as development in this area occurs.

Recommendations for the Farmington Commercial Center area include the following:

- 
1. Development of this area will require careful planning to ensure that: 1) traffic is properly managed, 2) an overall consistency in the built environment is created that will be in compliance with the standards set for overall TOD District and complement the image of the Farmington community, and 3) properties are properly maintained. To address these community interests, appropriate standards and guidelines will be developed and implemented through design review at the land use application stages to cover such elements as building form, site envelope, orientation of buildings and their relationship to the street as well as landscape design and maintenance. These standards and guidelines should enhance the integration of existing and proposed residential and commercial uses. Once adopted, these standards and design guidelines should be applied area-wide as a guide for consistent and compatible growth and development.
 2. A master street network plan will be developed for the Farmington Commercial Center area. A street network forms the backbone of an area. Although uses and buildings may change over time, the street network remains in place. As such, the street network design needs to guide development patterns, rather than having development drive the street network pattern. The street network shall be designed to promote mobility and connectivity. Connectivity is a measure of how well a street network connects destinations. A well-connected network of smaller block sizes effectively accommodates all forms of mobility. Other critical elements include access points on Park Lane and Clark Lane and an interior road network designed to promote connectivity and mobility but also handle traffic, directing it through the area to the freeway system and Park Lane overpass. Special attention must be given to maintaining a safe, comfortable traffic volume through the residential neighborhoods and school zones along State Street and 200 West.
 3. The use of mixed-use districts and a street network plan will allow the greater Farmington Commercial Center area to evolve and function as a master planned area and accommodate a variety of uses without the need for it to happen as one large-scale development project. Mixed-use districts are identified and generally located on the Future Land Use Plan Map. Anticipated land uses include upscale, Class A professional offices and employment centers; retail commercial and services; hotels, restaurants, and entertainment; recreation; institutional (including research and technology); and varying types of residential, ranging from compact single-family units to multi-family dwellings. While each mixed-use district has a different focus, considerable overlap of uses will allow for flexibility and response to current market situations and will minimize the need for the rezoning of property in this area. Special consideration will be given to height limitations to ensure that the mixed-use districts in this area are well-integrated with one another and that a transition is provided to the surrounding low-density residential areas.
 4. More specifically, appropriate uses surrounding the commuter rail stop should include features, characteristics and design components that will encourage pedestrian travel and will discourage the need for large, open parking areas. Associated land use

and development guidelines and standards should be developed and adopted by the City.

These guidelines and standards should (among other things):

- a) Encourage mass transit, walking, bicycling, car pooling and van pooling;
- b) Consider and encourage flexibility and efficiency in land use and development planning and design while retaining some consistency in the form of buildings. and
- c) Consider area-specific transportation-oriented land use/development approaches and patterns as recommended by UTA and other Transportation-Oriented Development (TOD) experts.

Consistent with the Community's transit-oriented-development objectives, higher density, multi-unit residential uses and professional office space will be encouraged adjacent to the commuter rail station, although residential uses shall be located a sufficient distance from the freeway corridor in order to minimize health risks that are associated with freeway-related pollution.

As a commuter rail stop, the Commercial Center area nearest the station must be planned carefully, taking into consideration the complex needs and opportunities of a transit stop. Elements to consider include structured parking that can accommodate both park-and-ride rail patrons and the needs of the adjacent mixed use development. These features will enhance development of the area and help link rail and mixed uses. Locating some commercial development close to the commuter rail station is crucial to enhancing the success of the area as a TOD. However, such commercial development is not likely to be of a "big-box" nature, but may be a large use that is predisposed to catalyze retail development in a given area and encourages complementary uses within the Commercial Center. This is viewed as a critical element and the primary land use-planning challenge in developing the Farmington Commercial Center area. As appropriate, the City will work with UTA and UDOT transportation experts in the design and functionality of the commuter rail station area.

In an effort to increase the cohesiveness of the Commercial Center area and connect this development with complementary land uses east of the freeway (i.e., additional commercial development and the Lagoon Amusement Park), it may be in the City's interest to explore the feasibility of an integrated public transportation system serving both areas.

5. Farmington City will also encourage the development of up-scale, Class A, professional office and employment centers, campus and educational facilities, and medical uses through the establishment of an office mixed-use district. A higher intensity of commercial with good access to multiple modes of transportation will be



the focus of this district. Higher density housing may be integrated with the commercial uses in this area, however, single-unit dwellings are not considered appropriate.

6. The Farmington Commercial Center Area contains several unique natural features that require appropriate consideration before and as development occurs. In this regard, the City will work with the U.S. Army Corp of Engineers and effected property owners to develop a Special Area Management Plan (SAMP). This Plan will identify appropriate areas for development and provide adequate development guidelines and standards, particularly addressing wetland areas.

Downtown Area-specific Analysis and Recommendations

In the fall of 1995, Civitas, Inc., Urban Design and Planning, assisted the City Council, Planning Commission, and an ad hoc Downtown Farmington Master Plan Committee in preparing the Downtown Master Plan. This plan contains a number of transportation, land use, zoning, open space, recreation and trails, economic, character and identity, and maintenance recommendations for the downtown area. The plan was adopted by the Planning Commission and City Council and became an official amendment to the Farmington Comprehensive General Plan on March 6, 1996. This document thus became the legal plan for the downtown area.

In implementing the Downtown Master Plan, the City identified/established a redevelopment project area and adopted a redevelopment plan on November 18, 1998.

Recommendations for the Downtown area include the following:

1. The City should continue to follow the goals, policies and recommendations of the Downtown Master Plan and the 1998 redevelopment plan as developed and adopted.
2. The Downtown area should reemerge as the City's social and cultural center. The present mix of public, residential, office and commercial uses keeps the downtown area viable, however, it is a Community priority to extend the use of the area beyond the normal business day. In order to accomplish this, the City should promote uses and activities which invite people to come downtown for social interaction and enjoyment, as well as County/City government business. Activities and businesses which draw people to the area throughout the day, into the evening and on weekends will be encouraged.
3. The City should continue to pursue creative parking solutions for this diverse mixed use downtown area in addition to the parking recommendations contained in the Downtown Master Plan.

Lagoon Area-specific Analysis and Recommendations

In July 1896, the Lagoon Amusement Park (originally known as Lake Park) was moved from its original site on the shores of the Great Salt Lake to its current location. Since that time it has been a significant and important part of Farmington City. Generations of Farmington youth have worked at the Park and the Park has consistently sponsored and contributed to community events.

Over the years, Lagoon has evolved from a picnic ground to a widely known and respected amusement park. Once on the relative “outskirts” of the community, Lagoon is now located essentially in the center of the City. As Farmington continues to grow and land uses around the Park shift from primarily agriculture and low density residential to commercial and higher density residential, several unique land use compatibility issues are emerging.

Specific recommendations for the Lagoon Area include the following:

1. City officials will continue to work closely with Lagoon representatives to strengthen relationships and develop an increased understanding of each other’s interests, needs and growth/development challenges.
2. A cooperative planning effort should continue among the City, Lagoon and adjacent property owners to identify existing and potential land use conflicts and to discuss strategies whereby these impacts may be effectively addressed. A key component of this effort is recognizing the interests and investments of all parties involved. Mitigation strategies developed as part of this planning exercise include continuing to establish/maintain a “buffer” around the park, and/or adopting setback, screening or other mitigation guidelines.

One identified example is the continued planning and development of the parkway and pedestrian/equestrian trail along Farmington Creek on the east side of Lagoon. This parkway may assist in buffering the Park and existing and future residences. A similar approach may be applicable along other boundaries and in other locations.

As deemed financially feasible and mutually beneficial, the City and Lagoon may participate in the development of joint use (Park and City) recreation facilities adjacent to the Park.

3. Farmington officials will work with Lagoon representatives to update the Park’s master plan. Specific elements of this activity should include identifying the Park’s anticipated “build-out” area and associated Park boundaries, particularly those on the east and north sides. In addition, the Plan should identify the anticipated location of new, expanding and/or changing recreational, commercial and residential land uses/activities within the Park. The updated master plan should be “intensity/impact-based” and include, among other things, the approximate location of future structures and amusement rides, the appropriate height of such structures and rides, and be sensitive to the impacts to adjacent land uses through the utilization of plantings,

berming, screening, buffering and/or setback standards/guidelines. This approach will help minimize potential impacts on adjacent properties and protect the Park's interests and investments.

4. Lagoon is currently located in a Commercial Recreation (CR) Zone. The CR standards should be evaluated from time to time to ensure that the provisions continue to meet the needs of Lagoon and adequately protect surrounding uses. Issues which should be monitored, and reevaluated if necessary, include, but are not limited to, height of rides, noise, and screening of fugitive light. Anticipating potential land use conflicts, CR regulations should include/identify appropriate and adequate mitigation measures.
5. Currently, the CR zone extends north of the current Lagoon boundary to the north side of what was originally a horse racing track and west to the I-15 frontage road. Within the CR zone there are commercial uses, such as restaurants and motels. It may be appropriate to extend the CR zone along the frontage road running south from Park Lane to Lagoon.

Adopted 10/19/05. Ord.2005-53
Amended 12/09/2008. Ord. 2008-60

Park Lane Commons
Farmington, Utah
NOVEMBER 1, 2012

PARK LANE COMMONS

- INVITING PLAZA REINFORCES THE PEDESTRAIN EXPERIENCE
- SUPPORT FOR MULTIMODAL TRANSPORTATION WILL ACTIVATE THE SPACE, INCREASING SUSTAINABILITY AND VIABILITY
- PLACEMAKING PLAZA WITH ICONIC TOWER, ENGAGING ARCHITECTURE FRAMES THE SPACE
- ENHANCEMENTS EXTEND FROM BOTH SIDES OF THE GRAND AVE STREET EDGE INTO THE HEART OF THE PLAZA, PROVIDING BOTH ACTIVE AND PASSIVE OPPORTUNITIES



RENDERING: PEDESTRIAN PLAZA

THE HAWES
ARCHITECTURAL
COMPANIES

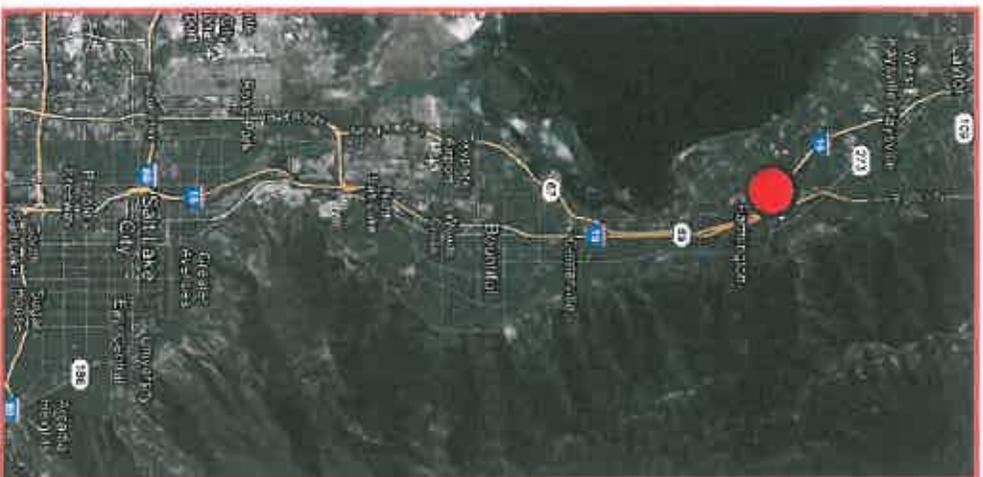


Park Lane Commons

Farmington, Utah

NOVEMBER 1, 2012

**PARK LANE
COMMONS**



VICINITY AND SITE PLAN



Park Lane Commons
Farmington, Utah

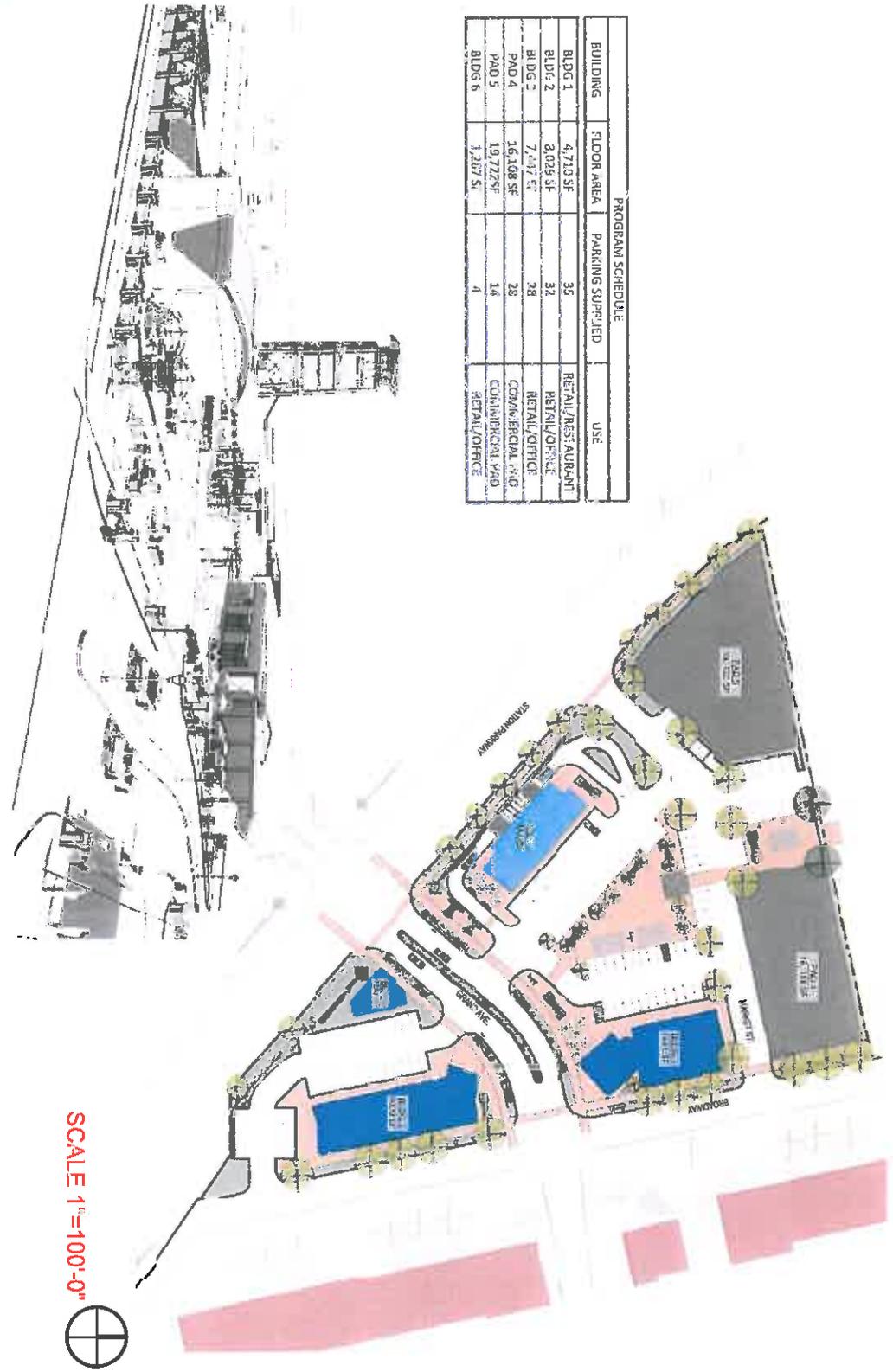
NOVEMBER 1, 2012

PARKLANE
COMMONS

- EFFICIENT USE OF GEOMETRICALLY CHALLENGED SPACE
- APPROPRIATE 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 SHARED CIRCULATION AREAS
- MCDONALD'S IS AN IDEAL CATALYTIC TENANT TO ACTIVATE SPACE.

PROGRAM SCHEDULE:

BUILDING	FLOOR AREA	PARKING SUPPLIED	USE
BLDG 1	4,710 SF	35	RETAIL/RESTAURANT
BLDG 2	3,025 SF	32	RETAIL/OFFICE
BLDG 3	7,197 SF	28	RETAIL/OFFICE
PAD 4	16,108 SF	28	COMMERCIAL PAD
PAD 5	19,722 SF	14	COMMERCIAL PAD
BLDG 6	1,287 SF	4	RETAIL/OFFICE



CONCEPTUAL LAND USE WITH SQUARE FOOTAGE

THE HAWKS
COMMERCIAL COMPANIES

ARCHITECTURAL
TEXTURES



SCALE 1" = 50'-0"



LAND USE - PLAZA DETAIL

Park Lane Commons
Farmington, Utah

NOVEMBER 2012

PARKLANE
COMMONS

- PLAZA AND PEDESTRIAN EXPERIENCE

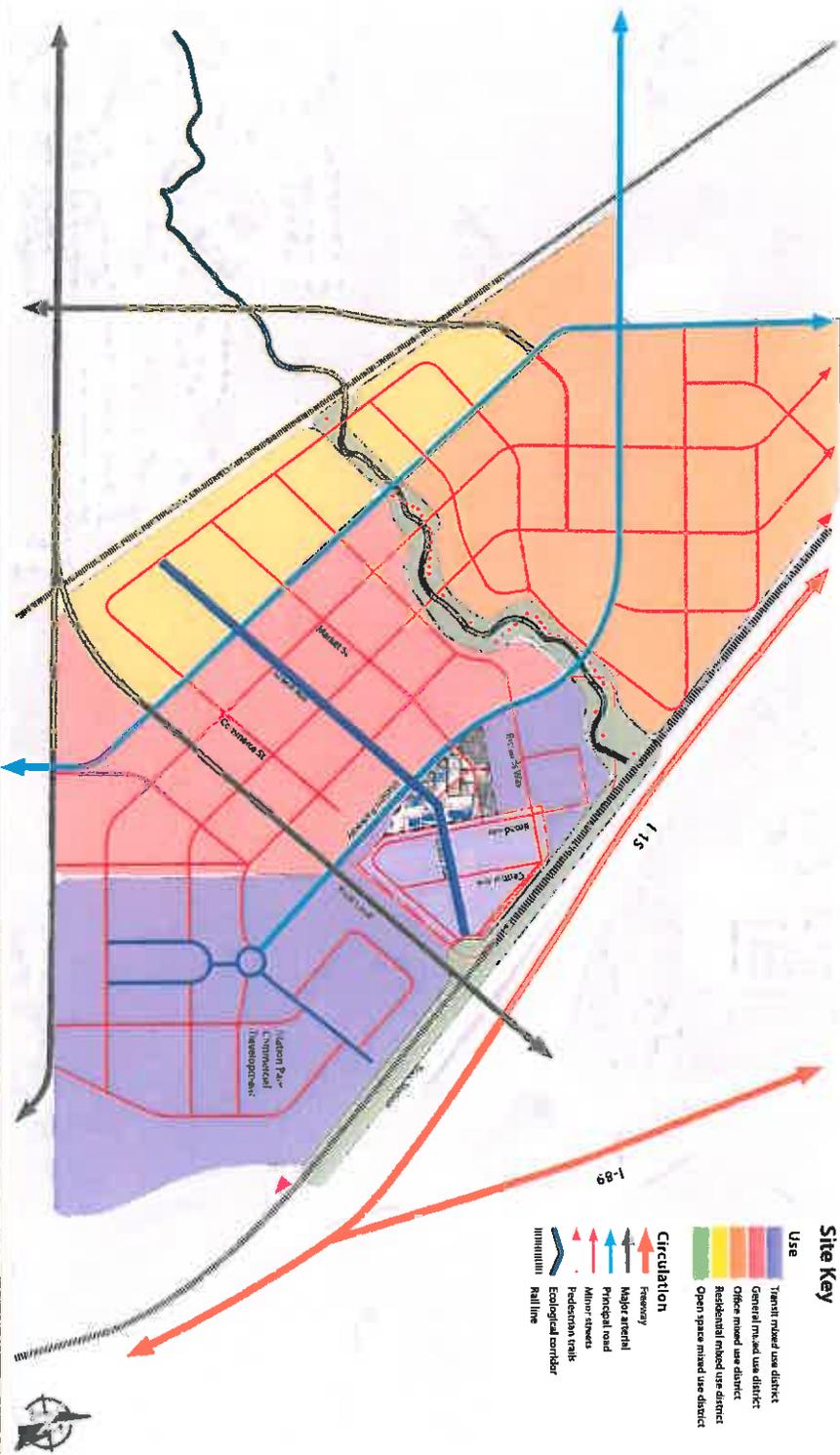
- DRIVE THROUGH FUNCTIONS AS BUILDING EDGE AND ENGAGES STATION PARKWAY AT 4'-0" FROM SIDEWALK EDGE. THE SCREENED AND COVERED PORTE COCHERE IS AESTHETICALLY MATCHED TO THE FUTURE PLANNED DEVELOPMENT

- ORDINANCE ALLOWS BUILDING FRONTAGE WIDTHS TO BE REDUCED TO ACCOMMODATE PEDESTRIAN PLAZAS

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

- PLACEMAKING PLAZA WITH ICONIC TOWER - CONNECTION TO THE NORTH

THE HAWKS
ARCHITECTURAL
newus



Park Lane Village Phase 1 Submittal
Farmington, Utah

Approved by IADOT for All
 Compatibility with General Land Use Plan &
 Street Network of TDD Replanning Plan
 Jan. 22, 2010

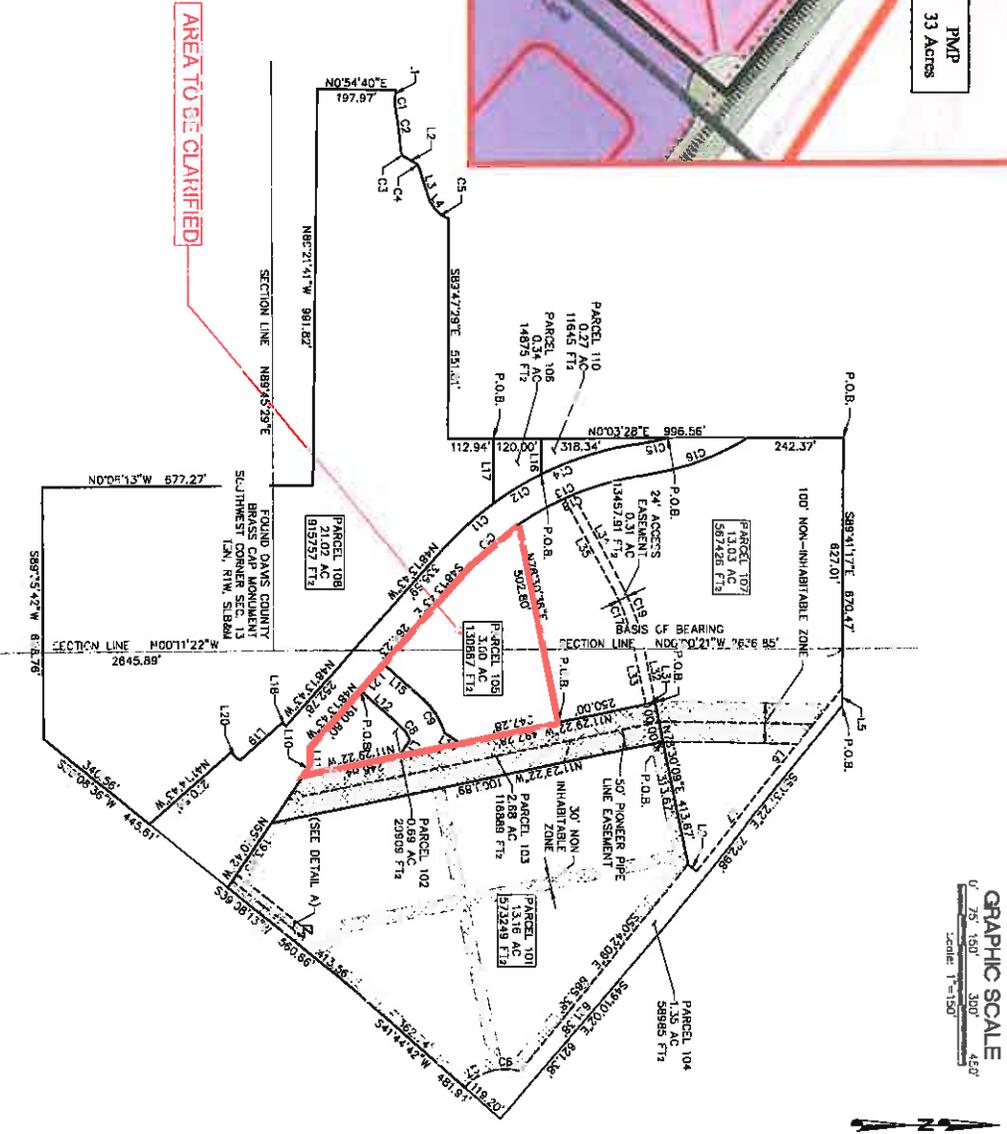
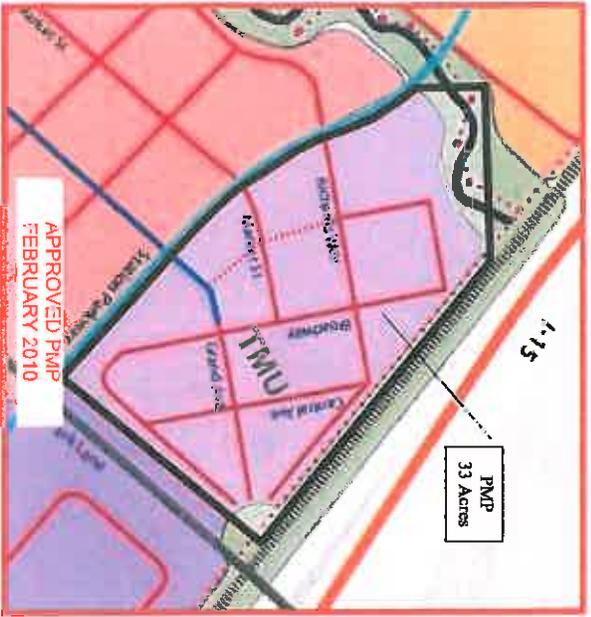
CIRCULATION PLANS - (DRAWING PREVIOUSLY
 SUBMITTED AS PART OF INITIAL PM2)

Park Lane Commons
 Farmington, Utah
 NOVEMBER 20, 2012

PARK LANE
 COMMONS

- CONFORMANCE TO THE REGULATORY PLAN
- CONFORMING USES
- COFORMING DENSITY AND INTENSITY
- PROVIDING MIXED USE SOLUTIONS
- COMPLEMENTARY USES - WALKABLE AND CONNECTED
- ECONOMICALLY SUSTAINABLE

THE HAWKS
 COMMUNITY DESIGN
 CONSULTANTS
**ARCHITECTURAL
 NEYUS**



GRAPHIC SCALE
 0' 75' 150' 300' 450'
 Scale: 1"=150'

EXISTING CONDITIONS, MAPS AND LEGAL BOUNDARY

AREA TO BE CLARIFIED

Park Lane Commons
 Farmington, Utah
 NOVEMBER 1, 2010

PARK LANE
 COMMONS

- THIS CLARIFICATION REINFORCES THE REGULATING PLAN
- THIS CLARIFICATION REINFORCES THE APPROVED PMP, FEBRUARY 2010
- THIS CLARIFICATION MEETS THE 3 ACRE MINIMUM REQUIREMENT
- TMU ZONE ALLOWS FOR THE CONTINUATION OF MEDIUM DENSITY, HOWEVER, THE ESSENCE OF THE ZONE WOULD BE A MIX OF USES
- ADDITIONAL CONNECTIVITY IS PROVIDED THROUGH FROM GRAND AVENUE TO THE RICHARDS WAY

THE HAWKS
 CONSULTING ARCHITECTS
 ARCHITECTURAL COMPANIES
NEVUS
 ARCHITECTURAL COMPANIES

Park Lane Commons
Farmington, Utah

REVISIT: 4, 2012

PARK LANE
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





Park Lane Commons
Farmington, Utah

NOVEMBER 20, 2012

PARK LANE
COMMONS

-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
PLAZA RENDERING

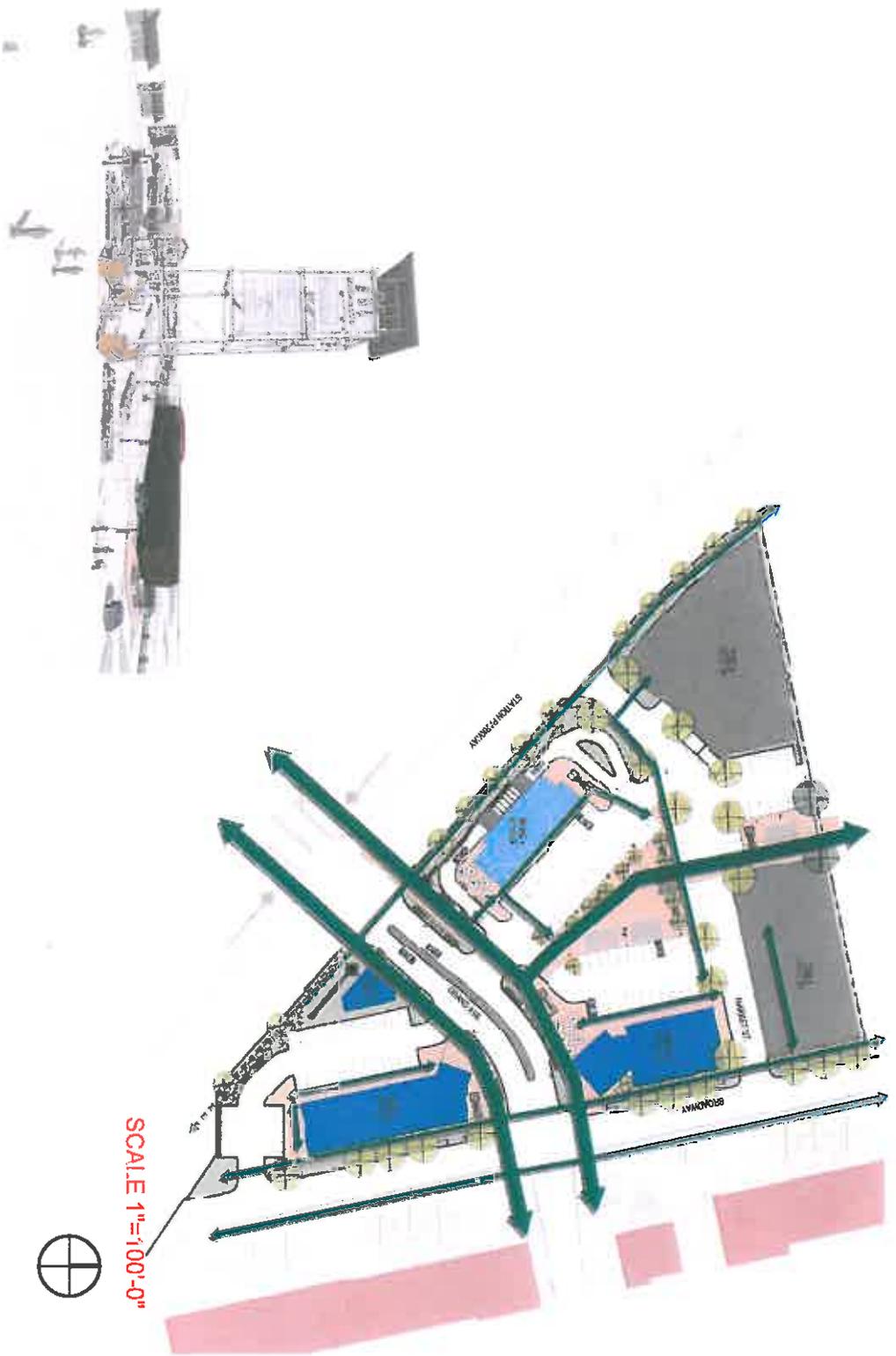
THE HAWKS
ARCHITECTURAL
COMPANIES
neXUS

Park Lane Commons
Farmington, Utah

NOVEMBER 1, 2012

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



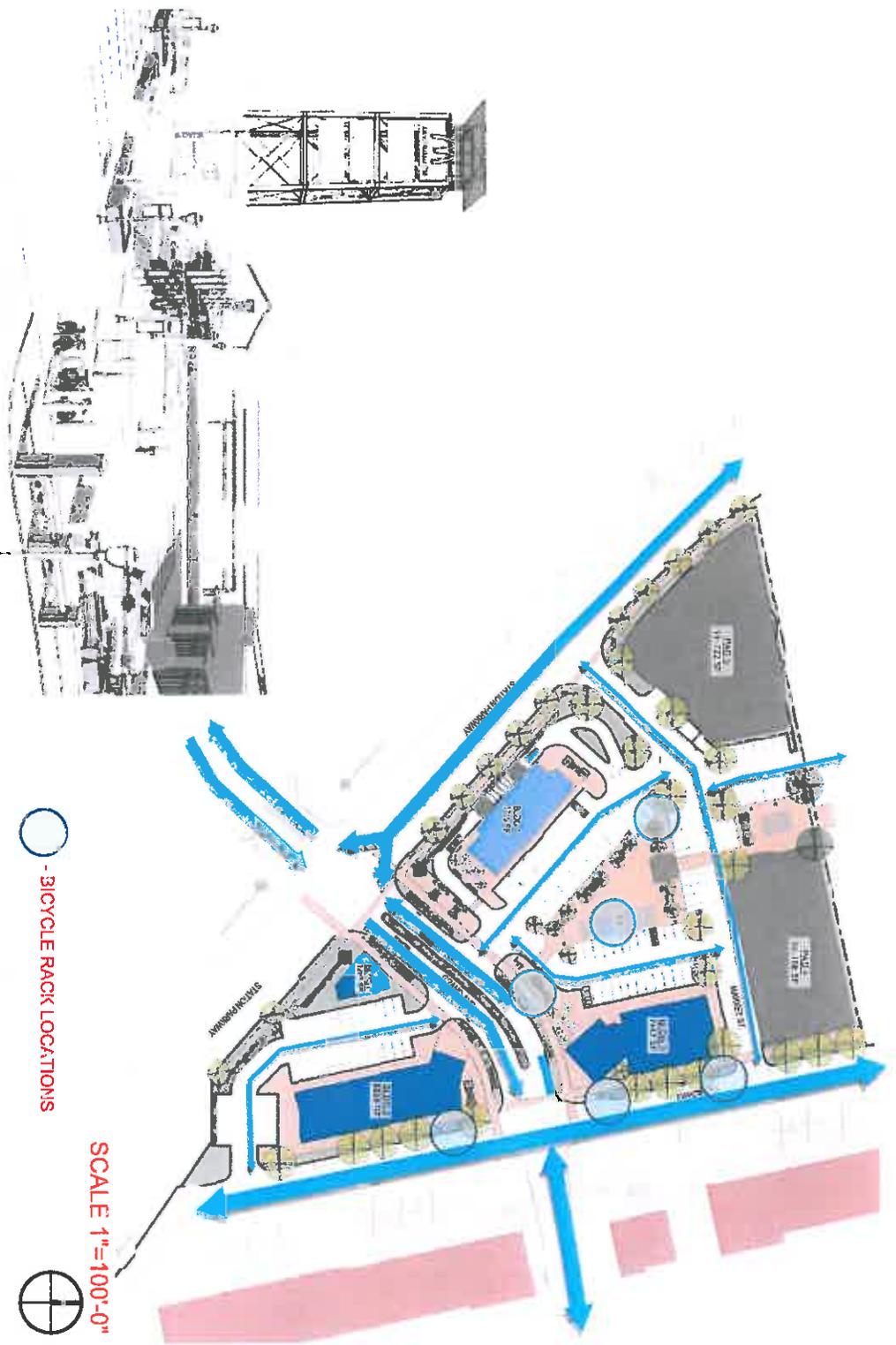
CIRCULATION PLANS - PEDESTRIAN

Park Lane Commons
Farmington, Utah

NOVEMBER, 2012



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



○ - BICYCLE RACK LOCATIONS

SCALE 1"=100'-0"

CIRCULATION PLANS - BICYCLE

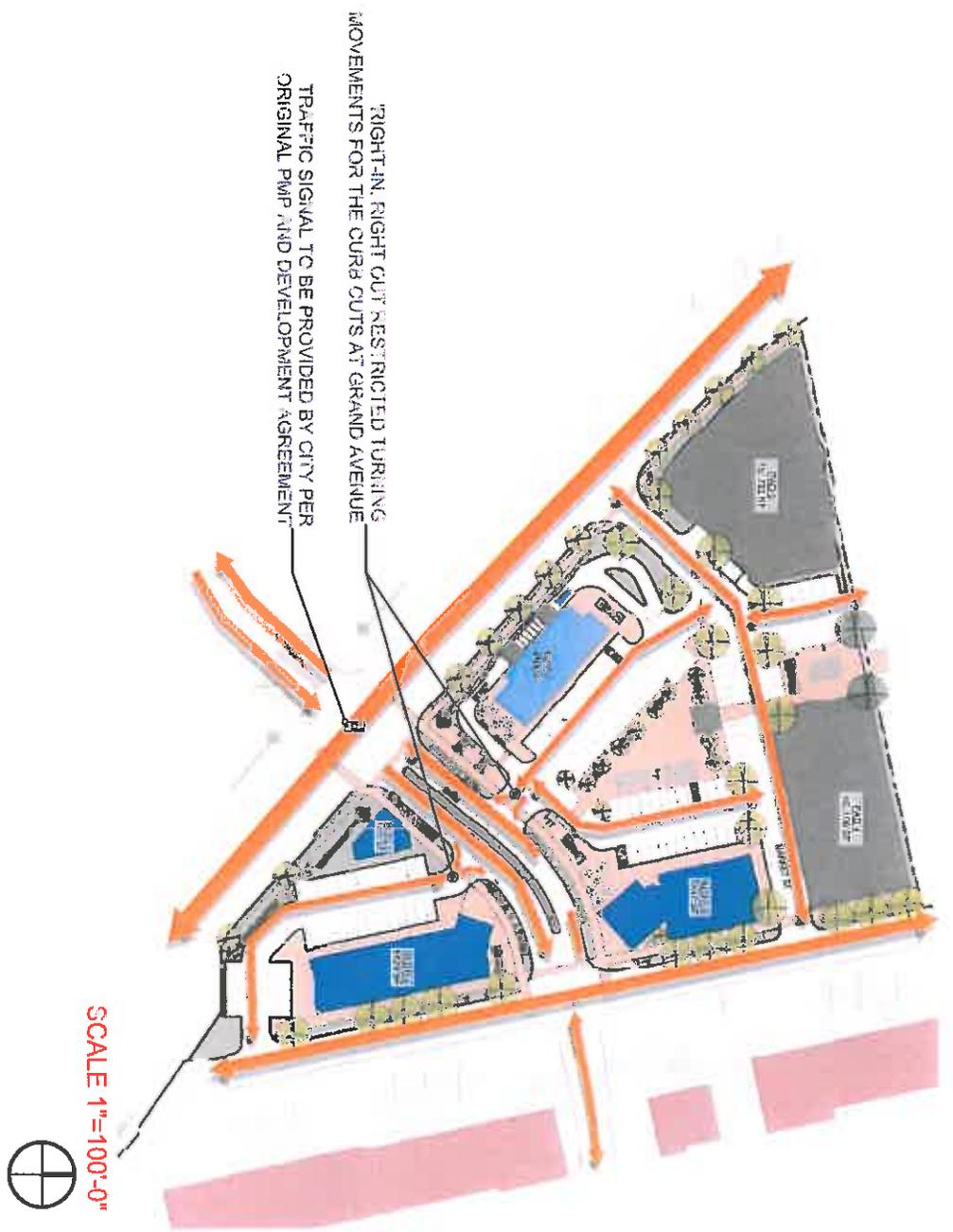


Park Lane Commons
Farmington, Utah

NOVEMBER 1, 2012

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



CIRCULATION PLANS - VEHICULAR



Park Lane Commons
Farmington, Utah

NOVEMBER 1, 2012

PARK LANE
COMMONS

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



- PUBLIC AMENITY & OPEN SPACE
- INGRESS / EGRESS



SCALE 1"=100'-0"

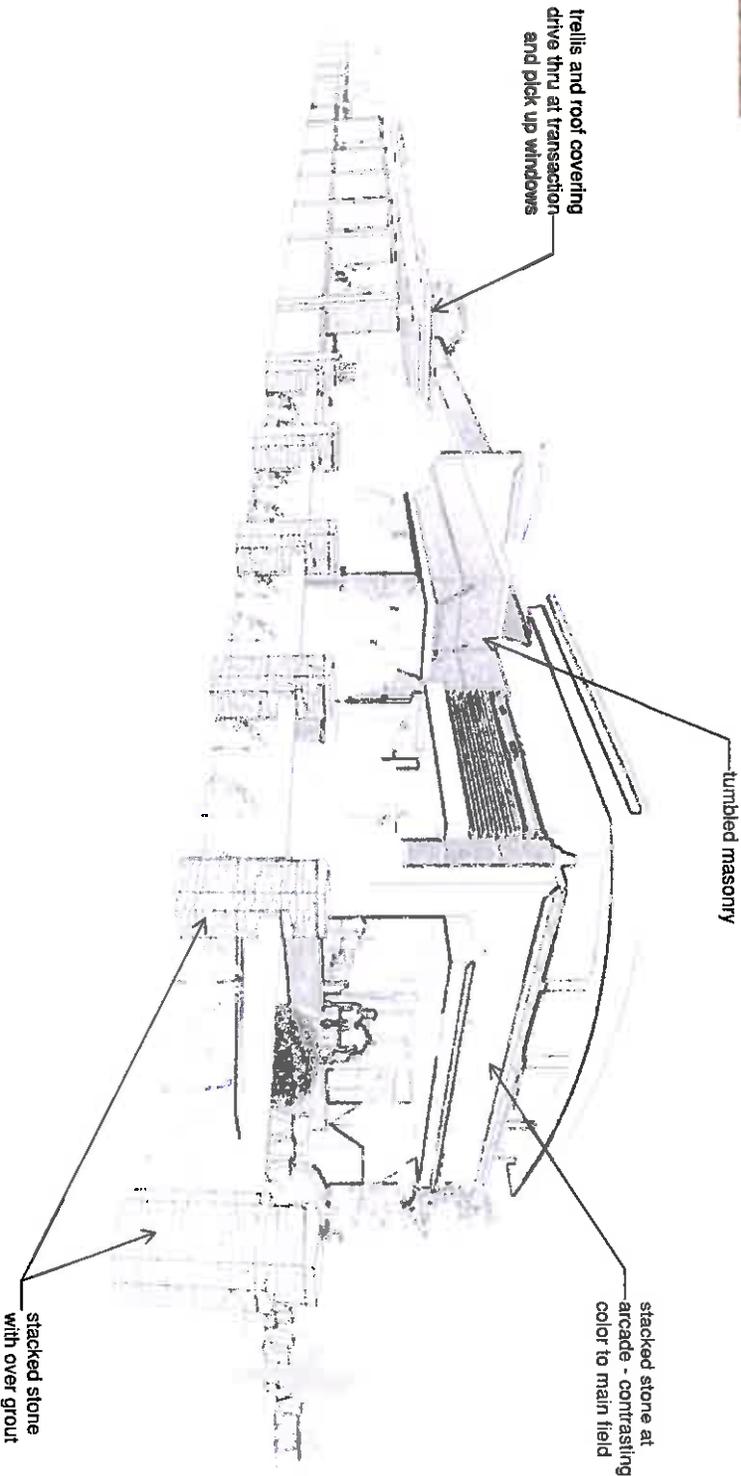
> CIRCULATION PLANS - INGRESS/EGRESS - PUBLIC AMENITY & OPEN SPACE





stacked stone with overgrout

tumbled masonry



CONCEPT RENDERING BUILDING #1

Park Lane Commons
Farmington, Utah

NOVEMBER 1, 2012



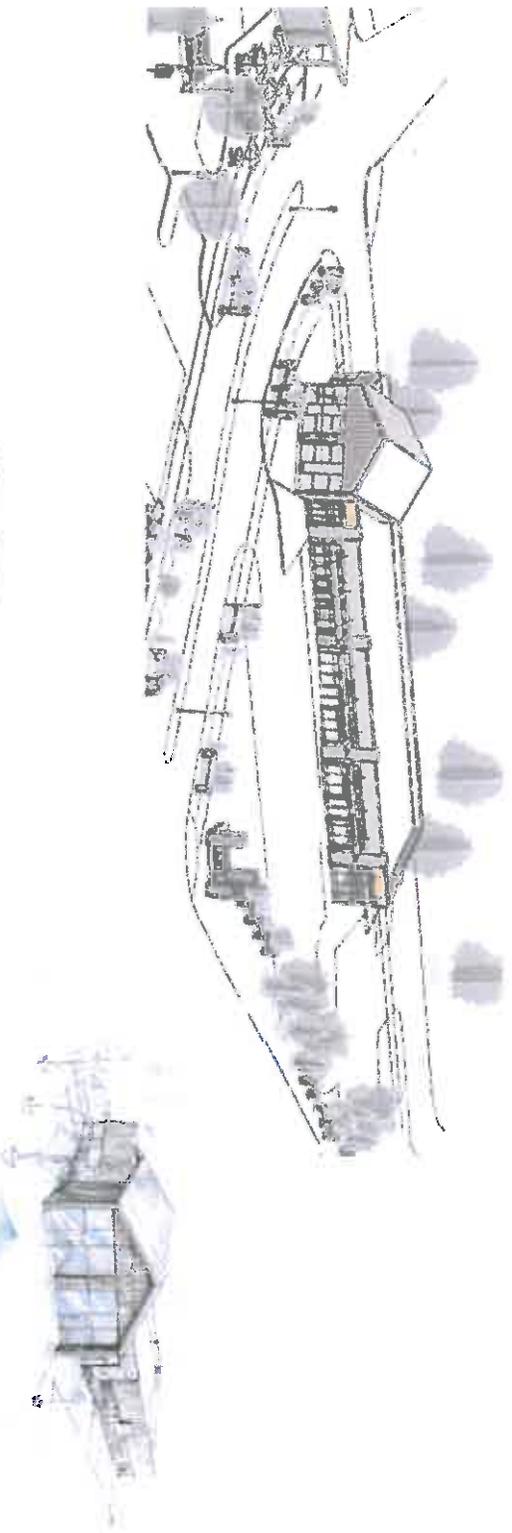
-BUILDING EDGE WITHIN 4'-0" OF SIDEWALK

-OUTDOOR SEATING BLEEDS INTO COURTYARD, ENHANCING PEDESTRIAN EXPERIENCE

-WELL RECOGNIZED RESTAURANT PROVIDES SUSTAINABLE AND STABLE ANCHOR FOR THE OUTSET OF DEVELOPMENT

-MCDONALDS PROVIDES A WALKABLE SUSTAINABLE PLACE FOR PEOPLE TO GO THE NUMBER ONE FAST FOOD COMPANY IN THE WORLD.





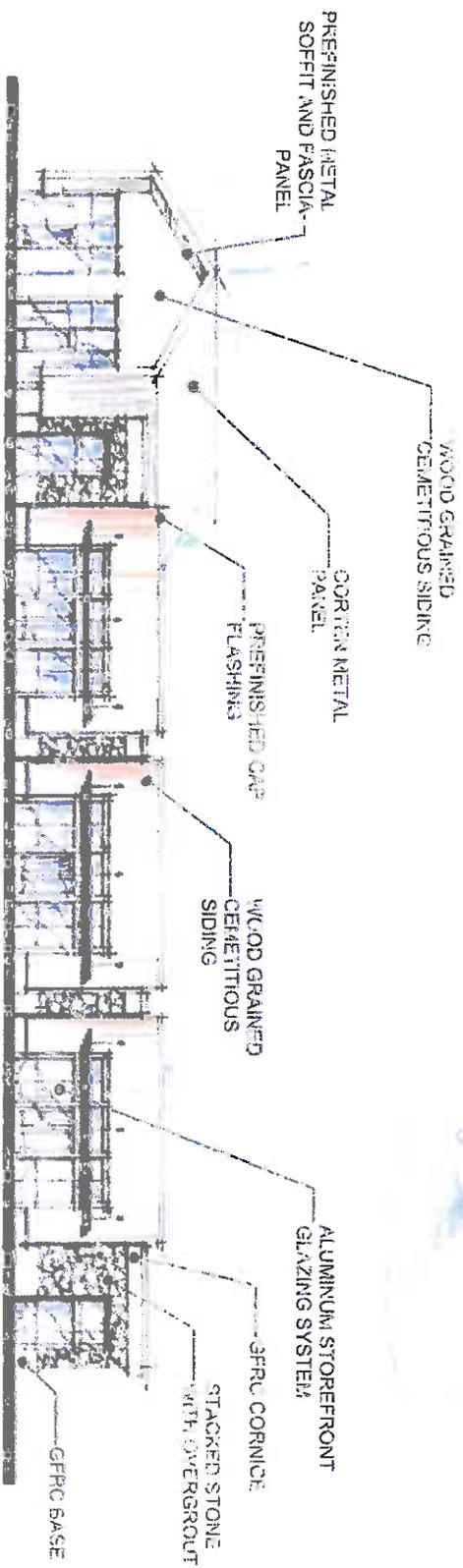
Park Lane Commons
Farmington, Utah

NOVEMBER 1, 2012

PARK LANE
COMMONS

-THE INTENDED ARCHITECTURAL THEMING AND LANGUAGE IS APPROPRIATE AND TASTEFUL

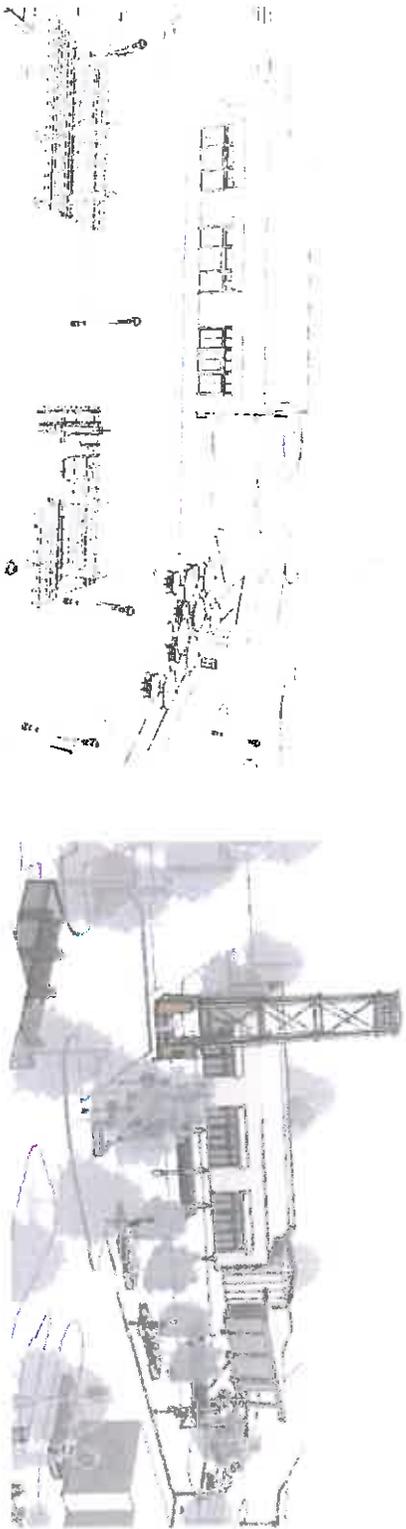
-THE MATERIALS AND THEIR ARRANGEMENT CONTRIBUTE TO AN ENJOYABLE EXPERIENCE FOR THE COMMUNITY



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

RENDERINGS: BUILDING #2





Park Lane Commons
 Farmington, Utah
 NOVEMBER 1, 2012

PARK LANE
 COMMONS

-THE INTENDED ARCHITECTURAL THEMING AND LANGUAGE IS APPROPRIATE AND TASTEFUL

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



WOOD GRAINED
 CEMENTITIOUS SIDING

ALUMINUM STOREFRONT
 GLAZING SYSTEM
 PREFINISHED CAP
 FLASHING

METAL PANEL

ALUMINUM STOREFRONT
 GLAZING SYSTEM

TIMBER FRAMING

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

RENDERINGS: BUILDING #3

THE HAWKS
 ARCHITECTURAL
 COMPANIES
neXUS
 ARCHITECTURAL
 COMPANIES

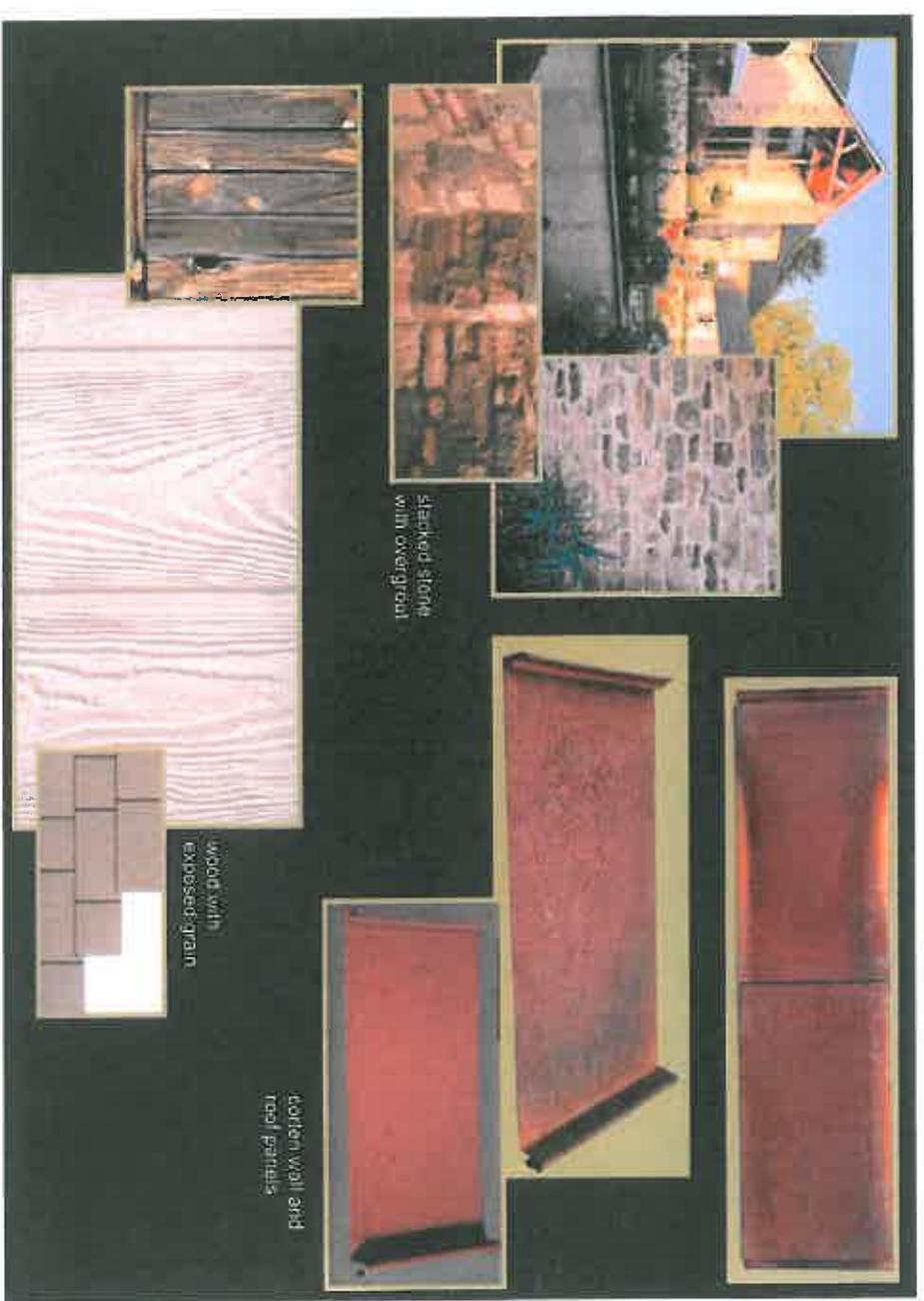


Park Lane Commons
Farmington, Utah

NOVEMBER 1, 2012

PARK LANE
COMMONS

-THE MATERIAL PALETTE IS RICH WITH TEXTURE TO BE ARRANGED WITH CLEAN, CONTEMPORARY LINES



Stacked stone with overgrout

wood with exposed grain

corker wall and roof panels

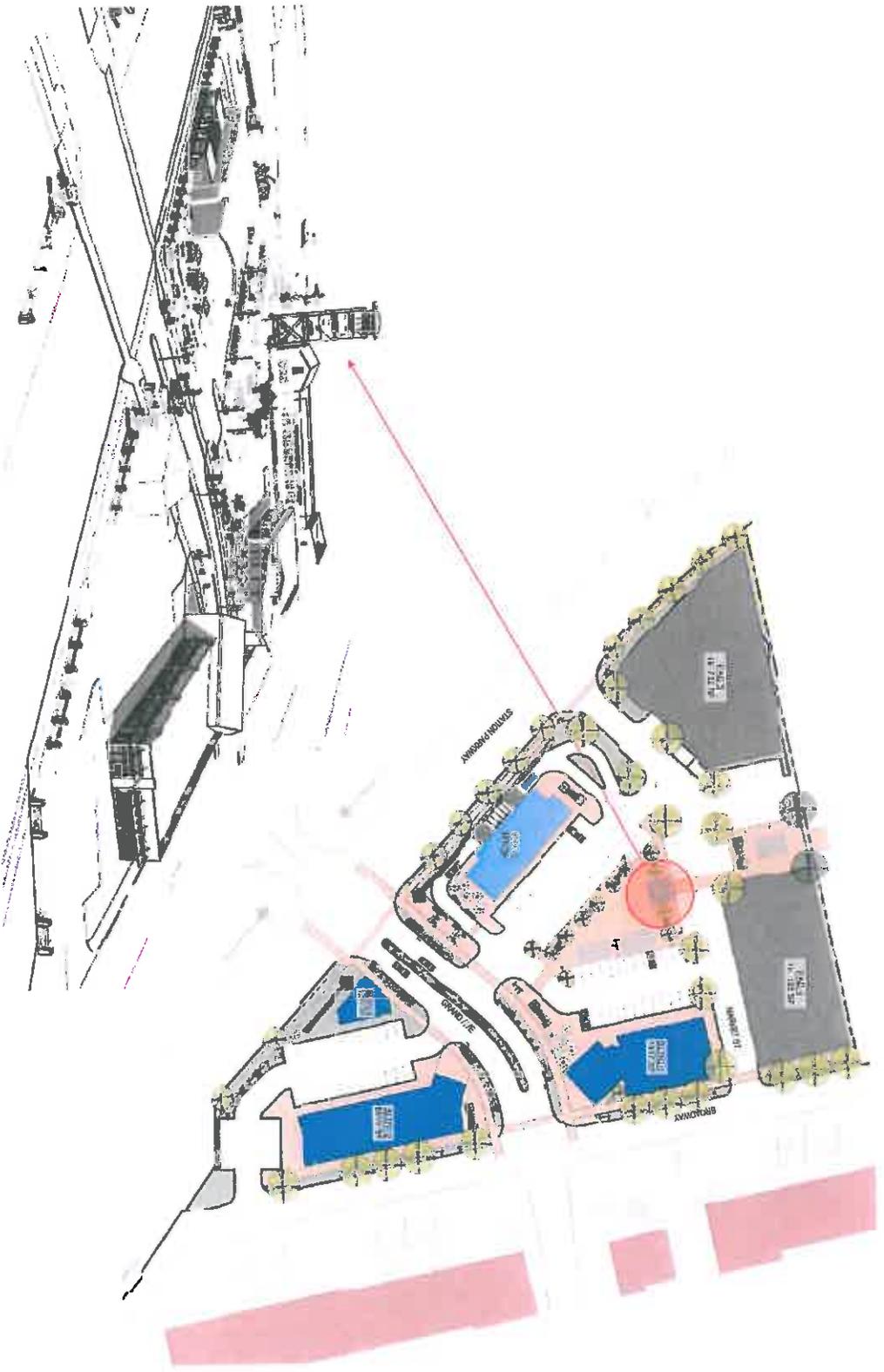
PRELIMINARY MATERIAL PALETTE

Park Lane Commons
Farmington, Utah

NOVEMBER 1, 2012

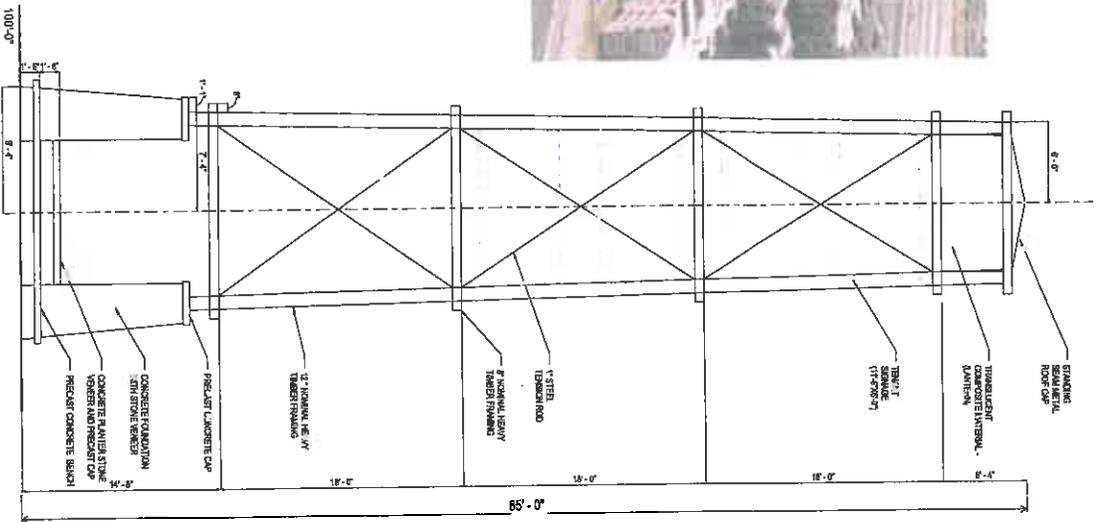
PARK LANE
COMMONS

- PLACEMAKING AMENITY PYLON SIGN
- ICONIC TOWER PROVIDES UNIQUE IDENTITY
- ARCHITECTURAL CHARACTER IS PROVIDED RATHER THAN TYPICAL PYLON



▶ PYLON SIGN





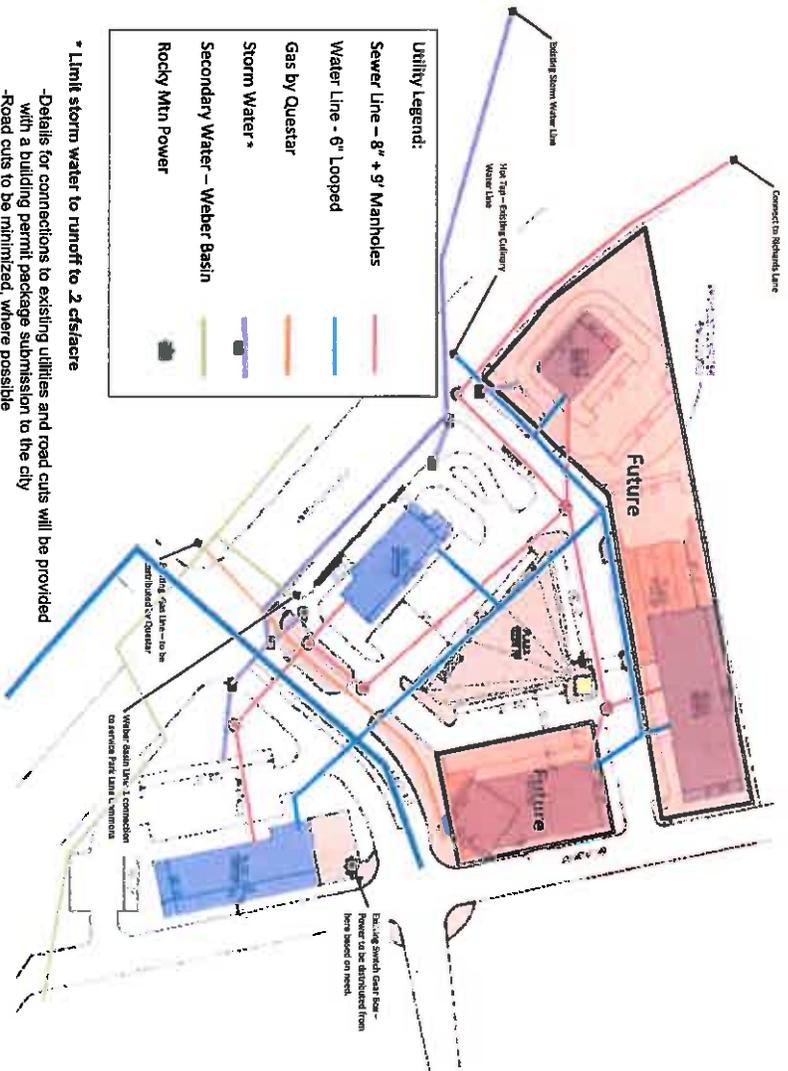
▶ PYLON CONCEPT

Park Lane Commons
Farmington, Utah

NOVEMBER 1, 2011.

PARK LANE
COMMONS

THE HAWKS
CONSTRUCTION COMPANIES
ARCHITECTURAL
NEWS



* Limit storm water to runoff to 2 distance
 -Details for connections to existing utilities and road cuts will be provided with a building permit package submission to the city
 -Road cuts to be minimized, where possible



Park Lane Commons
Farmington, Utah

November 20, 2012

PARKLANE
COMMONS

- 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

-PLACE MAKING PLAZA WITH ICONIC TOWER

THE HAWS
CONSULTANTS
COMPANIES

ARCHITECTURAL
NEWS
US

SECTION 11-13-114 CRITERIA FOR REVIEW OF A PMP AND DEVELOPMENT AGREEMENT APPLICATION

- Consistency with Farmington City General Plan – the Uses and intensity of use are unchanged
- Consistency 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





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. Fletcher, AIA
 Thomas C. Jensen, AIA
 Kenner B. Kingston, AIA, LEED®
 Scott A. Larkin, ACHA, AIA
 Peter Moyes, 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 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

Project Master Plan (PMP) Narrative Submittal

Date: October 10, 2012
 Revised October 19, 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 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'

Pad 4

Use: Commercial Services/
Retail/Restaurant
Pad Area: 16, 108 sq ft (approximately)
Height: Single story less than 30'

Pad 5

Use: Commercial Services/
Retail/Restaurant
Pad Area: 19, 722 sq ft (approximately)
Height: Single story less than 30'

Building 6

Use: Commercial Services/
Retail/Restaurant
Area: 1, 287sq 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 PMP showing the street section for Station Parkway has been changed to reflect a sidewalk within the right-of-way to the north of Grand Avenue and the space allocation for a sidewalk to the south of Grand Avenues.

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. Also, as discussed with Planning Department representatives, the plaza space to the south of Building No. 1 has been further defined to include a more well defined approach to amenities included for pedestrians and outside dining. Furthermore, an additional building has been added at the southeast corner of Grand Avenue and Station Parkway to reinforce the corner and to increase the urban edge treatment along Grand Avenue.

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 thru's 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. The initial tenant for this property has expressed strongly the agreement that the central plaza space will be a very active space for their customers and that it will tend to tie their presence to the rest of the district. The PMP plan has been updated to reflect sidewalks along Station Parkway, Grand avenue and Broadway.

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. Bike racks are shown on the updated PMP to reflect the locations, as they are known at this time.

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. The parking configuration is acceptable per 11-18-110, part 1(B). The overall design and the plaza extension and associated amenities are intended to encourage pedestrian activity along Grand Avenue 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.

Also, McDonalds has expressed to the Planning Department representatives that the location as indicated by the PMP is the only viable location for their operations. In recognition of the concerns of the SPARC and the Planning Department; the updated PMP further defines the plaza space to the south of Building No. 1 to include a more well defined approach to amenities included for pedestrians and outside dining.

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 at a "mid-block" location.

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.

The PMP showing the street section for Station Parkway has been changed to reflect a sidewalk within the right-of-way to the north of Grand Avenue and the space allocation for a sidewalk to the south of Grand Avenues.

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). Additionally, an additional building has been added at the southeast corner of Grand Avenue and Station Parkway to reinforce the corner and to increase the urban edge treatment along Grand Avenue

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.

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. Also, as discussed with Planning Department representatives, the plaza space to the south of Building No. 1 has been further defined to include a more well defined approach to amenities included for pedestrians and outside dining. Additionally, an additional building has been added at the southeast corner of Grand Avenue and Station Parkway to reinforce the corner and to increase the urban edge treatment along Grand Avenue.

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 along with the addition of Building No. 6 in the updated PMP. 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.

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



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





**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' followed by a long horizontal stroke.

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 95687
 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, ACHA, AIA
 David N. Fletcher, AIA
 Thomas C. Jensen, AIA
 Kenner B. Kingston, AIA, LEED®
 Scott A. Larkin, ACHA, 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 Yeo, 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, faint, stylized watermark of the signature.

Mandy McCrady

Regional Manager

Alliance Residential Company

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%
	<u>Up to 2 hours in advance</u>	<u>14,498</u>	<u>27.0%</u>
	<u>Spur of the moment</u>	<u>25,658</u>	<u>47.8%</u>
	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%
	<u>On the way</u>	<u>19,573</u>	<u>48.7%</u>
	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.



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 Utah¹

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.

¹Based partly on data from company owned restaurants. Franchisee restaurants data may vary.



FARMINGTON, UTAH

Economic Impact:

It is expected that this McDonald's will contribute approximately \$2,200,000 annually to the local economy due to the multiplier effect of wages and other spending within the community.

Direct annual expenditures include:

- \$ 560,000 - salaries and wages providing 50 full and part time jobs
- \$ 40,000 – locally sourced equipment maintenance and repair services
- \$ 53,000 – utilities
- \$ 180,000 – sales tax – city, county, and state
- \$ 20,000 – real estate taxes
- \$ 710,000 – food and paper purchases – much of which is locally sourced

Franchisee Background and Involvement in the Community:

Bob Roetzel and his family live in Bountiful, Utah. He has been with McDonald's over 35 years. He started as a crewperson and now owns/operates 14 McDonald's locations including those in Centerville, Kaysville, Bountiful, and Woods Cross. He employs over 500 people.

The Roetzel organization is heavily involved in the communities where their restaurants are located. Their activities include:

- Annual day of service – 224 hours donated by restaurant staff to work at local schools
- Coat Drives – November
- Food Drives – December
- Teacher nights – fundraisers for local elementary schools
- Sponsor high school basketball teams in Wendover and Wells, NV
- Donate bottled water for city parades
- Teacher appreciation day – donate breakfast for staff at local schools
- Safety awareness days at restaurants in cooperation with local police and fire departments
- Upper and mid management staff regularly serve the families staying at the local Ronald McDonald House.

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2012

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from November 20, 2012
2. Purchase of Tabletop Scoreboards
3. Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings
4. Fence Agreement with Tom Owens
5. Pool Boiler Replacement, Men's Shower Pedestal Replacement and Future Safety Repair and Replacement Needs
6. Plat Amendment for Farmington Bay Business Park Plat A

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

November 20, 2012

WORK SESSION

Present: Mayor Scott Harbertson, Council Members Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, Community Development Director David Petersen, Assistant City Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member John Bilton was excused.

Mayor Harbertson welcomed those in attendance, and the following items were discussed:

Scenic Byway Overlay Electronic Message Sign Ordinance

David Petersen discovered that the notice for this item was not sent to the sign companies, and he recommended that the Council open the public hearing and continue it until the December 4, 2012 meeting.

Summary Action List

The Mayor said Item 6, the Tom Owens Agreement regarding a fence issue, needs to be removed from the Summary Action List.

Traffic Safety Improvements at the Intersection of 1075 West Shepard Lane

The City has received numerous emails and calls from residents with both motorist and pedestrian concerns at this intersection. The Traffic Engineer said there are not enough warrants to install a stop light, and he did not recommend a 4-way stop. Staff feels that crosswalks will heighten vehicle and pedestrian awareness, and the Council discussed various alternatives including reflectors, speed bumps, and patterned concrete.

City Manager – Dave Millheim

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. STIP (Statewide Transportation Improvement Program)

Items 1-5 were included in the staff report. There was a brief discussion regarding public hearings and comments, and the City Manager said the application for STIP funds (for improvements on North Main) was submitted.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members Nelsen Michaelson, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, Assistant City Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member John Bilton was excused. Youth City Council Members Calvin Barnett and Austin Lemon were also in attendance.

CALL TO ORDER:

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

Jim Young offered the opening prayer, and Boy Scout **Wesley Mattinson** of Troop 1698 led the Pledge of Allegiance. **Mayor Harbertson** welcomed State Legislator **Roger Barrus** and additional members of the Youth City Council.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summary for Planning Commission meeting held November 1, 2012

There were no comments and/or questions regarding the meeting.

Presentation of Award for “Certified Municipal Clerk” to City Recorder Holly Gadd

Tracy Norr, President of the Utah Municipal Clerks Association, and **Kim Read**, President of the Davis/Morgan/Weber Municipal Clerks Association presented this Award. **Dave Millheim** praised **Holly** for taking the initiative to earn this Award.

Introduction of new Firefighters/Recognition of Fire Department Members by Chief Smith and the Administration of Oath of Office

Chief Smith introduced the new firefighters, **Holly Gadd** administered the Oath of Office, and various firefighters were recognized for in-service and academy training (a list is attached to the minutes).

Report from UDOT Official regarding the West Davis Corridor

Randy Jefferies stated that UDOT has not made a final decision, and they have no preference at this point in the process. Another draft EIS will be presented in the spring of 2013, and a public hearing will be held. The final decision will be made in the spring of 2014. He reported that several months ago UDOT decided to obtain additional information regarding the wetlands. They studied both water and vegetation and then studied the soil. More than 500 test holes were drilled, and after reviewing the results, UDOT made several changes to the potential alignment of the WDC. UDOT will continue to work with residents to share information and obtain feedback.

There was discussion regarding grades, elevations, flyovers, proposed costs, and access points. **Jim Talbot** commended UDOT for its efforts regarding this issue. The City Manager drafted a formal letter stating the City's position regarding the new alignment (attached to the minutes), and he encouraged the public to be involved. **Mr. Jefferies** said UDOT appreciates input from the public and will continue to work with residents to share information and obtain feedback.

PUBLIC HEARINGS:

Scenic Byway Overlay Electronic Message Sign Ordinance

The Public Hearing was opened at 8:07 p.m.

No one wanted to speak at that time.

Motion:

Jim Talbot made a motion to continue the Public Hearing until the December 4, 2012 City Council Meeting due to improper notification to the sign companies. The motion was seconded by **Nelsen Michaelson** and approved by Council Members **Michaelson, Ritz, Talbot** and **Young**.

Alternative Review Process for Approval of a Supplementary "Additional Project Master Plan" for Park Lane Commons

Christy Alexander said the City hired a consultant several years ago to create a Regulating Plan for this transit mixed use area, and this proposal deviates from the Plan with respect to setbacks, parking, and a drive-through lane. Although Section 114 allows some flexibility, Staff feels that the proposal does not encourage a pedestrian-oriented atmosphere. They would like to see more detailed landscaping, screening, and lighting as well as a Master Plan for the entire development. The Planning Commission voted against the proposal.

Scott Harwood, 33 S. Shadow Breeze Circle, Kaysville, said The Haws Companies (THC) has been involved with this area for more than 20 years and have a huge interest in its success. He reviewed 12 key points included in a letter to the City dated November 6, 2012. He introduced **Doug Thimm** and **David Abraham** from Architectural Nexus and engineer **Farley Eskelson** from McDonalds and said they have created a unique plan which will bring energy to the area. He stated that several of the points made by staff are simply not practical.

Doug Thimm and **David Abraham**, Architectural Nexus, displayed a map of the City's Regulating Plan which is essentially the Project Master Plan (PMP) for the entire area. Their proposal is consistent with Farmington City's General Plan and zoning codes, it meets the development standards of the TOD, and it establishes a mix of uses and multi-modal circulation and transportation features.

The Public Hearing was opened at 8:40 p.m.

Brad Bowen, 161 Point of View Circle, lives 1½ miles southeast of this site and said the reason the site plan does not conform to the PMP is because a PMP was never submitted. He is a business and real estate attorney, and he believes that “compromise”, “sustainability”, and “flexibility” are code words for a developer to make money immediately. The developer has not complied with the City’s Zoning Ordinance, and the key is what the City wants, not what the developer wants. The City needs compliance rather than compromise.

David Stringfellow, 2068 Sharpshooter Court, said his wife loves McDonalds, and he drives by this development every day. His concern is that when he exits the freeway he will not be able to make a left turn into the McDonalds.

The Public Hearing was closed at 8:45 p.m.

Jim Talbot said the presentation was well done, but because Staff’s comments were so aggressive, he would like to address their concerns. He asked the Haws Companies if they have an overall master plan and what was accomplished during the Site Plan and Architectural Review Committee (SPARC) meetings.

Scott Harwood said they have always had a master plan, and they felt great progress and cooperation was achieved during the SPARC meetings. **Rich Haws** said the Road Agreement which was previously approved between THC and the City is the PMP. This proposal meets the five parts of Section 114, and this is the first time they have heard these comments from staff.

Nelsen Michaelson believes the market will dictate and drive this development. He reviewed this proposal in detail and said he did not find any significant problems with the plan. It complies with the City’s requirements, and it is only a small piece of the entire project. He is in favor of approving this contingent upon receiving a PMP for the 72 acres.

Cory Ritz agreed with some of the points made by staff and the developer and said there is a need for flexibility on both sides. The unanswered questions should be properly addressed, both attorneys should review the plan, and the Council should hear the comments of Council Member **John Bilton** who was unable to attend tonight’s meeting.

Jim Young said the City Manager’s letter gave a balanced analysis which contrasts somewhat with the comments made by planning staff. He is disturbed that the City seems to be behind the curve on this issue, and he asked if the City has a PMP for the additional acreage or not, and if not, why? He was prepared to approve this project because there are no huge, egregious deviations, and he likes the setbacks, the architectural features, the open space and landscaping, the contemporary tower, and the synergy this development will generate. He feels it is a good use for an awkward piece of property.

David Petersen asked the Council to decide if they want form based zoning and what kind of precedent this would set. The Development Agreement clearly states that a PMP is required for the entire 72 acres, and it may be important to obtain legal counsel.

Dave Millheim pointed out that a project master plan can be a blessing and a curse, but there are three issues that need to be addressed: (1) the definition of the PMP and how much detail the Council wants to require; (2) this is not about McDonalds—the Council needs to decide if it wants mixed use; and (3) he strongly recommended that the Council not deny the application because it sends the wrong message.

Rich Haws said they have been working on this proposal for more than a year with City staff, and tonight is the first time staff has said that THC did not meet the requirements in the Road Agreement. He was offended and embarrassed by the actions of City staff.

Motion:

Jim Young made a motion to invoke the alternative review process and approve the supplementary “additional PMP” for Park Lane Commons contingent on a favorable opinion from the City Attorney that the 33-acre PMP is sufficient for purposes of this supplemental development agreement. **Nelsen Michaelson** suggested an amendment to the motion that both attorneys review the proposal and that a full 72-acre PMP be required so that any other development that comes forward will be within that PMP. There was no second to the original motion or the amended motion, and both motions died for lack of a second.

Motion:

Cory Ritz made a motion to table the request for approval of a supplementary “Additional Project Master Plan” for Park Lane Commons to allow time for additional review of the PMP and to receive a legal opinion from the City Attorney and input from the SPARC. The request will be reviewed again during the December 4, 2012 City Council Meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Michaelson, Ritz, and Talbot**. Council Member **Jim Young** voted against the motion.

PRESENTATION OF PETITIONS AND REQUESTS:

Traffic Safety Improvements at the Intersection of 1075 West Shepard Lane

Chief Hansen provided details in the staff report.

Motion:

Nelsen Michaelson made a motion to approve Option #2 which includes the installation of painted crosswalks with signage and flags on all four legs of the 1075 West Shepard Lane intersection. This will address pedestrian but not vehicle concerns, and the City will continue to monitor the situation. **Jim Talbot** seconded the motion which was approved by Council Members **Michaelson, Ritz, Talbot and Young**.

SUMMARY ACTION:

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

Motion:

Jim Talbot made a motion to approve items 1-5, eliminate item 6, and approve items 7-11. The motion was seconded by **Nelsen Michaelson** and approved by Council Members **Michaelson, Ritz, Talbot and Young**.

GOVERNING BODY REPORTS

City Manager – Dave Millheim

He expressed appreciation to Council Member **Nelsen Michaelson** for his efforts on the City Council and wished him well with his new job.

Mayor – Scott Harbertson

- He referred to a letter of appreciation from resident **Ruth Gatrell** which was included in the staff report.
- He thanked **Dave Millheim** for his efforts to organize the City Council retreat.
- He attended the Safe Harbor fundraiser which raised money for an important cause.
- The La Roca Soccer Club is looking for field space for games (1300-1400 soccer players). They asked if they can use the Davis School District fields on Mondays and Saturdays (the City uses the fields on Tuesday, Wednesday, and Thursday nights). **Neil Miller** provided them with some information and will prepare an agreement.

City Council

Nelsen Michaelson

- He expressed appreciation to each of the Council Members and to City staff and said he has learned a great deal through this experience.

- He is concerned about school children who cross streets where they are no marked crosswalks or crossing guards.

Jim Talbot

- He submitted a letter presented to **Mayor Harbertson** written by **Connor Cook** who was involved in an incident with golf balls and damage to property. As part of the restitution, the judge required a letter of apology to the City.

Cory Ritz

- He asked why Davis County was not required to install sidewalks along 1100 West near the Legacy Center and if they would be required to do so at some point.
- He requested that **Ken Klinker** inspect the area along 1100 West and 475 South to determine if Symphony Homes constructed the proper drainage.
- In October Utah had 5 human cases of the West Nile Virus and one death. The nation had 5,054 human cases and 228 deaths (3969 cases and 163 deaths in the month of October). The Mosquito Abatement District sprayed 644,000 acres in 2012.

Jim Young

- He said it will be difficult to replace **Nelsen Michaelson** and wished him well. He is grateful that they all have mutual respect for one another that transcends the differences they may have.
- **Cal Ferrin** is worried about his water line, and **Dave Millheim** said he will check into the issue.

ADJOURNMENT

Motion:

Cory Ritz made a motion to adjourn the meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Michaelson, Ritz, Talbot** and **Young**. The meeting was adjourned at 10:30 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

**JOINT CITY COUNCIL/REDEVELOPMENT AGENCY MEETING
FARMINGTON, UTAH
November 20, 2012
10:30 p.m.**

Redevelopment Agency

Roll Call:

Mayor Harbertson, and Council Members Michaelson, Ritz, Talbot and Young were all present. Council Member John Bilton was excused.

Approval of Demolition Agreement for Blighted Building located on the northeast corner of 1400 North and Main Street and Granting of Demolition Permit:

The City Manager said Frank McCullough has been assisting the property owner with efforts to redevelop this property. The RDA determined that the property is blighted and is a risk to the health, safety and welfare of the neighborhood and in 2011 agreed to spend up to \$100,000 towards the demolition costs. Mr. McCullough reported that \$75,000 may cover the cost of demolition, but he would like to plan for \$100,000 because soil samples, a final asbestos check, and other issues may result in higher costs.

Motion:

Jim Young made a motion to:

1. Approve a finding of significant blight on the subject property which is detrimental to the health, safety and welfare of the neighborhood.
2. Authorize the RDA to execute the attached Agreement which allows for the demolition of the structures on the property and disposal of the debris with the RDA contributing funds for this purpose.
3. Grant the City Manager authority to issue the demolition permit once contracts are signed with the demolition contractor.

The motion was seconded by Nelsen Michaelson and approved by Council Members Michaelson, Ritz, Talbot and Young.

City Council

Station Parkway Design and Project Management Proposal:

Dave Millheim recommended that the City prepare now to complete its share of road improvements just north of the Park Lane Signal to just north of Red Barn Lane, as per the Road Agreements made with The Haws Companies. The first step in the process is the design which will cost approximately \$20,000. When the design is finished, bids may be obtained with a plan to begin construction in 2013.

Motion:

Nelsen Michaelson made a motion to enter into an agreement with CRS Engineers to complete additional design and project management work for Station Parkway. This work is not to exceed \$19,300 and will be paid from account number 22-470371. The motion was seconded by **Cory Ritz** and approved by Council Members **Michaelson, Ritz, Talbot** and **Young**.

Adjournment:

Motion:

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

Holly Gadd, City Recorder
Farmington City Corporation



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: Neil Miller, Parks and Recreation Director
Date: November 26, 2012

SUBJECT: PURCHASE TABLETOP SCOREBOARDS

RECOMMENDATIONS

To purchase 2 multi sport indoor scoreboards from Academy Sports at a total of \$1196 to be paid from the Youth Basketball additional registration fees.

BACKGROUND

Because the number of sign ups has grown larger each year, for our Junior Jazz program, we have run out of gym time at Farmington Junior High School. As a result we need to begin using space at the Elementary Schools for games. In years past we have only used Elementary Schools for practice and therefore did not have a need for scoreboards.

In addition to using the scoreboards for Basketball we will also be able to use them for our Volleyball program.

Respectfully Submitted


Neil Miller
Parks and Recreation Director

Review and Concur


Dave Millheim
City Manager

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: Holly Gadd

Date: November 29, 2012

SUBJECT: **ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING REGULAR CITY COUNCIL MEETINGS**

RECOMMENDATION

Approve the attached Ordinance establishing dates, time and place for 2013 City Council meetings.

BACKGROUND

1. Pursuant to Utah Code Section 52-4-6(1), any public body which holds regular meetings that are scheduled in advance over the course of a year shall give notice at least once each year of its annual meeting schedule and shall specify the date, time, and place of such meetings. Special meetings can be added during the year when necessary. Regular meeting may also be cancelled if workload does not require a meeting.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

ORDINANCE 2012-

**AN ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING
REGULAR FARMINGTON CITY COUNCIL MEETINGS**

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

Section 1. Time and Place of Regular Council Meeting.

The Governing Body shall generally conduct two regular meetings per month which shall be held on the first and third Tuesday of each month or as noted otherwise herein.

Meetings shall be held in the **City Council Room of the Farmington City Hall, 160 South Main Street, Farmington, Utah**, unless otherwise noticed. Each meeting shall begin promptly at 7:00 p.m. The schedule of meetings for 2013 shall be as follows:

January	15				
February	5	&	19		
March	5	&	19		
April	16				
May	7	&	21		
June	4	&	18		
July	2	&	16		
August	6	&	20		
September	3	&	17		
October	1	&	15	&	29
November	19				
December	3	&	17		

Section 2. Effective Date. This ordinance shall take effect immediately upon posting after passage.

PASSED AND ORDERED POSTED BY ____ of ____ Council Members present at the regular meeting of the Farmington City Council held on this 4th day of December, 2012. Notice should be given as required by the Utah Open Meetings Act.

FARMINGTON CITY CORPORATION

ATTEST:

By:
Scott C. Harbertson
Mayor

Holly Gadd, City Recorder



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: Dave Millheim, City Manager
Date: November 28, 2012
SUBJECT: FENCE AGREEMENT WITH TOM OWENS

RECOMMENDATIONS

By minute motion, approve the attached fence agreement with Tom Owens.

BACKGROUND

In 2001 the City entered into a three way agreement to address a public right of way issue for Rock Mill Lane. As a result of that agreement, one of the parties (Mr. Owens) agreed to plant and maintain certain landscaping for buffering purposes within the public right of way. Mr. Owens has done his best to maintain the landscaping as required in the 2001 agreement but some trees and bushes have died due to the narrow design of the park strips. Rather than rip out all that landscaping, much of which has survived and is within the public right of way, Mr. Owens is seeking permission for the City to place an oversize chain link fence in the public right of way which will allow for both the buffering and anchoring or ivy type vines to be planted and eventually fill in the green spaces lost to the narrow design. Council considered this in a work session a few weeks ago and directed staff to put together an agreement amendment to facilitate this request. For the record, the City was a party to the original agreement because of some very old platting mistakes which removed a right of way which the City wanted to make sure stayed as public access.

Respectfully Submitted

Dave Millheim
City Manager

AMENDMENT TO AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of December, 2012, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and, **TOM OWENS**, an individual, hereinafter referred to as "Owens"

WHEREAS, the parties, along with others, entered into that certain Agreement dated May 16, 2001, (the "Agreement") providing for the establishment, and maintenance of, and landscaping along a road in Farmington City formerly known as the Old Heidelberg Road, and currently known as 25 East Street or Rock Mill Lane and affecting that certain property more particularly described as Davis County Parcel No. _____; and

WHEREAS, pursuant to the terms of the Agreement, Owens is obligated to landscape and maintain a portion of the property abutting 25 East Street or Rock Mill Lane; and

WHEREAS, landscaping has not been fully established and has been difficult to maintain and, therefore, Owens desires to install different landscaping and fencing for the beautification of the property and to allow more appropriate perpetual maintenance;

WHEREAS, the City, upon consideration of the request of Owens, has determined that it will promote public welfare and will be in the best interest of the City and its residents to amend the Agreement to provide for different landscaping;

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

1. **Amendment.** The Agreement is hereby amended as to the landscaping obligations of Owens along the east side of the Old Heidelberg Road (now 25 East or Rock Mill Lane) as schematically illustrated on Exhibit "C" to the Agreement the parties now agree that Owens shall now be allowed to install an 8 foot high dark green vinyl coated chain link fence and to plant ivy, and other vines and vegetation, which shall grow on the fence abutting the roadway. The 8 foot fence may be suspended up to one foot above grade on 9 foot poles to allow birds and other animals to pass underneath the fence. The parties further agree by way of clarification and not amendment, that perpetual maintenance of said landscaping and fencing shall be the obligation of Owens and his successors in interest and that such obligations shall run with the land. The City agrees to pay for and install the said fencing.

2. **Other Terms Not Affected.** All other terms and provisions of the Agreement shall remain in full force and effect except as specifically modified herein.

3. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties relating to the subject matter of this Amended Agreement. All other understandings, oral representations or agreements between the parties are of no further force and effect and this Agreement shall represent the entire agreement and understanding of the parties as to this subject matter.

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

“CITY”

ATTEST

FARMINGTON CITY

City Recorder

By: _____
Scott C. Harbertson, Mayor

“OWENS”

TOM OWENS

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2012 personally appeared before me Scott 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 Harbertson acknowledged to me that the City executed the same.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 2012, personally appeared before me **TOM OWENS** who being by me duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

These prices are for 190 feet of chain link fence, 8 foot green mesh, line posts on 8 foot centers and two end posts. The posts are for nine foot tall fence total - eight feet of mesh with one foot open clearance at the bottom for small critters to pass freely.

COMPLETE INSTALLATION:

Stone Henge Fence	-----	Parts	\$4,170.
		<u>Install</u>	<u>\$1,518.</u>
		Total	\$5,688

Western Fence ----- Complete install \$6,778

PARTS ONLY

Your Fence.Com	-----	Parts	\$3,500
		<u>Shipping</u>	<u>290</u>
		Total	\$3,790

Fence Material.Com	-----	Parts	\$4,200
		(includes shipping)	

All Fence - Ogden	-----	Parts	\$3,799
		(Pick up at local store)	

Hoover Fence	-----	Parts	\$4,750
		(includes shipping)	

CalRanch	-----	Parts	\$5,150
		(pick up at local store)	

It occurs to me that if you can get the city council to approve this and have the city crew do the install, that we might get a city discount from one of the local suppliers.

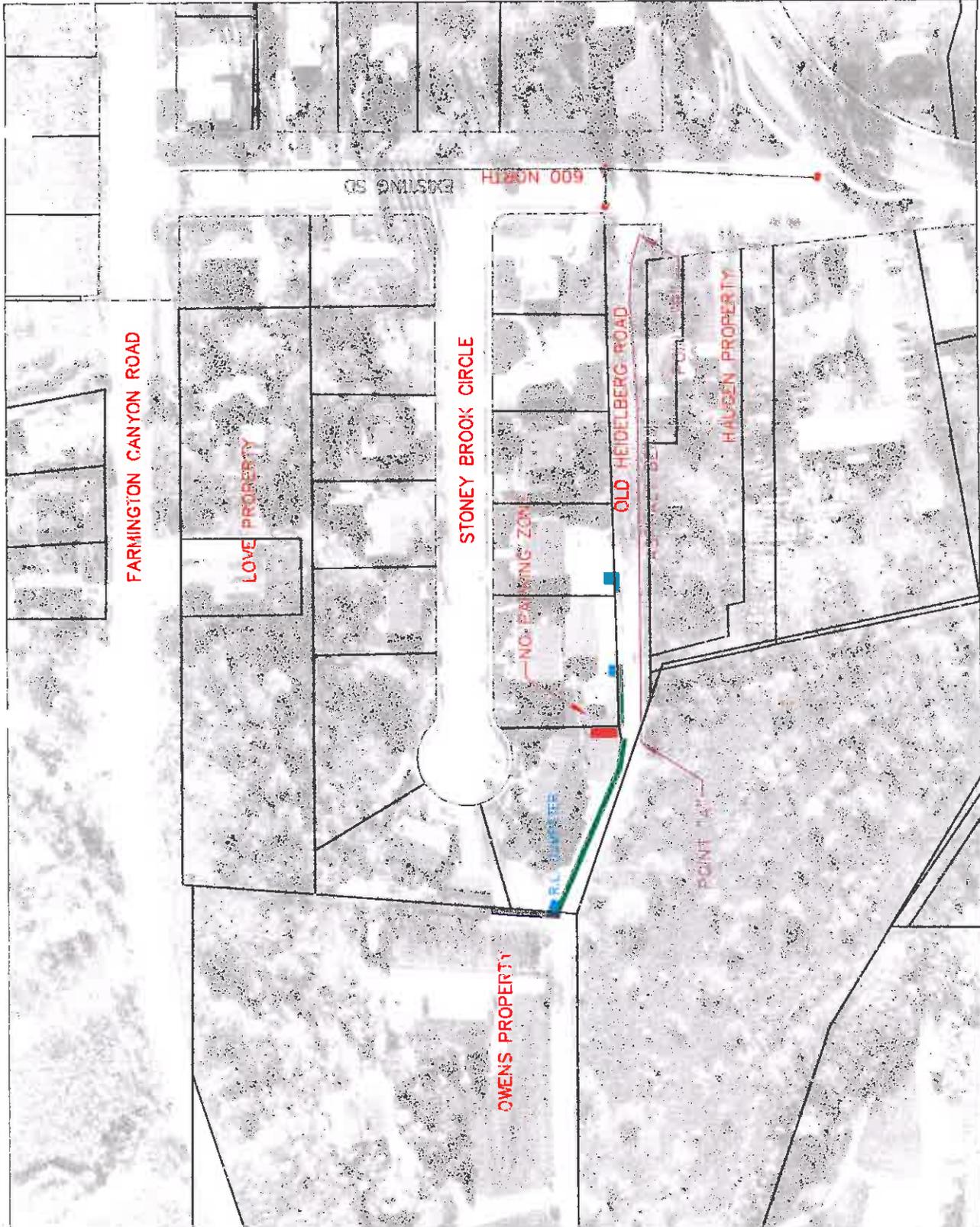
Thanks for your efforts on this.

Tom Owens
(801) 451-0249



LEGEND

- EXISTING STORM DRAIN
- ASPHALT BERM
- REFUSE DUMPSTER
- LANDSCAPING BOX
- WALL WITH FENCE
- INLET BOX
- NO PARKING ZONE



**FARMINGTON CITY CORPORATION
OWENS-LOVE-EXHIBIT "C"**



**CALDWELL
RICHARDS
SORENSEN**
ANSWERS TO INFRASTRUCTURE

PROJECT NUMBER	DATE	FILE
CHECKED	DATE	DESIGN/SPECIAL OWEENS/LOVE/SD
DRAWN BY	DATE	DATE BRIDGE
SCALE	1" = 100'	MAY 2001

NO.	BY	DATE	DESCRIPTION



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: Neil Miller, Parks and Recreation Director
Sylvia Clark, Pool Manager

Date: October 31, 2012

SUBJECT: POOL BOILER REPLACEMENT, MEN'S SHOWER PEDESTAL REPLACEMENT AND FUTURE SAFETY REPAIR AND REPLACEMENT NEEDS

RECOMMENDATIONS

1. To have CEM Aquatics replace pool boiler prior to pool opening for the 2013 summer season. Replacement to be paid for out of the fund balances from soccer, basketball, tennis and miscellaneous activities at a total cost of \$28,000.
2. To have Gailey Plumbing replace the shower pedestal in the Men's Restroom/Dressing Room. Replacement to be paid for out of the fund balances from soccer, basketball, tennis and miscellaneous activities at a total cost of \$7,000.
3. To review and prepare for the additional safety repairs and replacements which will need to be addressed over the next 5 years.

BACKGROUND

Regarding the boiler, due to the chemical erosion over the course of 15 years and based on a safety recommendation by Comfort Systems, mid season 2012, it was determined that we have the need to replace the boiler. With their help we were able to complete a temporary repair in order to get us through the 2012 pool season.

We received 3 quotes for the replacement, CEM Aquatics for \$28,000, Aqua Cate Inc. for \$30,000 and Comfort Systems for \$46,736.

Regarding the shower pedestal in the Men's Restroom/Dressing Room due to expected wear and tear over the last 15 years it has now deteriorated which for safety requires replacing the pedestal. The quote received by Bailey Plumbing was \$7,000.

Finally, regarding the additional repairs and replacements a list has been attached which covers the foreseeable maintenance items that will need to be addressed. By completing this list it will help to ensure we maintain our standard of safety excellence.

Respectfully Submitted

Neil Miller
Parks and Recreation Director

Sylvia Clark
Pool Manager

Review and Concur

Dave Millheim
City Manager

**Proposal to use Recreation Fund Balance to replace to make
repairs to the Farmington Pool**

Soccer	\$ 20,000.00
Basketball	\$ 5,000.00
Tennis	\$ 5,000.00
Misc. Activities	\$ 5,000.00
Total	\$ 35,000.00

Pool Maintenance 5 year Projection Plan

2012-2013

Paint Bathrooms	\$	3,500.00
Replace Deep Lifeguard Chair	\$	3,000.00
Replace Pool Boiler	\$	27,000.00
Replace Men's Shower Pedestal	\$	7,000.00

2013-2014

Install New Roof	\$	26,000.00
Replace Winter Pool Cover	\$	18,000.00
Replace Women's Shower Pedestal	\$	7,000.00

2014-2015

Replace Thermal Pool Covers	\$	10,000.00
Replace Diving Boards	\$	8,000.00

2015-2016

Replace Slides	\$	80,000.00
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2016-2017

Re-plaster pool bottom

Comfort System USA

Equipment Replacement Agreement

Proposal Date:

July 31, 2012

Proposal Number:

87860

Prepared for:

City of Farmington: Municipal Swimming Pool
142 South Main Street
Farmington, UT 84025

Phone Number (801) 330-0597

Fax Number -

Prepared by:

Troy Wall
(801) 514-1632
(801) 412-4196 FAX
twall@csusai.com

Company

2035 South Milestone Drive
Salt Lake City, Utah 84104

Bill To Identity

City of Farmington: Municipal Swimming Pool
Pool Boiler Replacement Quote
142 South Main Street
Farmington, UT 84025

Agreement Location

City of Farmington: Municipal Swimming Pool
Pool Boiler Replacement Quote
142 South Main Street
Farmington, UT 84025

ATTN: **Neil Miller**

WE ARE PLEASED TO PRESENT YOU A PROPOSAL FOR THE

SCOPE OF WORK:

Replace the Larrs Pool Boiler due to massive corrosion with a Raypak Pool Boiler. Job includes the gas pipe, and the schedule 80PVC to reconnect. We will need to upsize the flue to 30" and perform a start up. We will dispose of the old boiler as well.

OUR PROPOSAL INCLUDES:

Raypak 3,500,000 BTU Pool Boiler
Gas Pipe
Schedule 80 PVC Pipe
Fittings & Valves
30" Double Wall Flue Pipe
Roofing Patch
Start Up
Labor

OUR PROPOSAL EXCLUDES:

Anything not specifically mentioned on the scope of work

OUR PRICE FOR THIS PROPOSAL IS: \$46,739.00

SUBMITTED BY COMFORT SYSTEMS USA INTERMOUNTAIN

BY:

Signature (Sales Representative)

Customer Int

**ACCEPTANCE OF PROPOSAL
TERMS & CONDITIONS**

The undersigned Customer accepts the above bid and hereby contracts with Comfort Systems USA (Intermountain), Inc. (hereinafter "CSUSAI") for the equipment and/or services identified above. Customer agrees CSUSAI may submit invoices to Customer prior to the completion of the project for the services and equipment provided by CSUSAI up through the date of the invoice. Customer agrees to make payment in full within 15 days of each invoice issued by CSUSAI. Customer agrees to pay interest at 1½% per month for all invoices not paid in full within 15 days of the invoice. Customer agrees to pay CSUSAI in full upon substantial completion of the project. CSUSAI may record a mechanic's lien against the real property if an invoice is not paid within 60 days of the invoice date. If a change to the scope of work occurs, Customer shall provide CSUSAI with a written request for the change, which must be agreed to and signed by Customer and CSUSAI before work proceeds. The fact that Customer is required to issue a change order in writing shall not be construed to prevent CSUSAI from receiving additional compensation or time for the performance of a change that is not in writing, so long as the change was performed per Customer's request or was necessary to satisfy the requirement of a governmental entity.

All work, including warranty work, is to be performed during regular business hours unless otherwise specified in writing. Customer agrees to provide CSUSAI free and timely access to areas where the equipment is to be installed. CSUSAI shall remedy defects in the work due to defective equipment or workmanship or work not in conformance with the specifications, which shall appear during the course of construction or within one (1) year from completion of the Work. Warranty work performed after installation will commence only after payment in full has been received by CSUSAI. CSUSAI will replace defective parts and equipment based on a manufacturer's extended warranty, but Customer must pay CSUSAI for installation of the parts and equipment unless installation payment is provided in a manufacturer's written extended warranty. CSUSAI shall not be liable for delay, loss, or damage caused by acts or circumstances beyond its control.

CSUSAI's obligations under this contract do not include identification, abatement, or removal of asbestos, mold, or any other toxic or hazardous substance, waste, or materials. In the event such substances are encountered on the project, CSUSAI shall have the right to suspend its services until the project is safe from the toxic or hazardous substance, waste, or materials.

Customer warrants that Customer is the record owner of the real property upon which CSUSAI provides the services and equipment. If Customer is not the record owner of the real property, Customer must provide written permission from the real property owner to CSUSAI before CSUSAI will provide any improvements to the real property. This contract contains the entire agreement between the parties. Customer agrees to pay attorney's fees and costs incurred by CSUSAI, with or without suit being filed, in enforcing this agreement.

CUSTOMER INFORMATION & SIGNATURE

CUSTOMER

Signature _____
Name : _____
Title: _____
Date: _____

CONTRACTOR

Signature _____
Name : _____
Title: _____
Date: _____

CEM Aquatics
 PO Box 65351
 3154 Washington St
 SALT LAKE CITY, UT 84165

Quote

Customer No.: FAR01
 Quote No.: 7744

Quote To: Farmington City Pool
 720 West 100 North
 FARMINGTON, UT 84025

Ship To: Farmington City Pool
 Attn: Swimming Pool
 142 South Main
 Farmington, UT 84025

Date		Ship Via		F.O.B.		Terms	
10/03/12				Origin		Net 10	
Purchase Order Number			Sales Person			Required	
			Craig Nielsen			10/03/12	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1				Teledyne Laars Heater MT3500IN18CCACJX	22897.47	22897.47	
1.000			SER-INS	Installation Of Equipment (removal, disposal old heater and installation of new heater)	3500.00	3500.00	
					Quote subtotal	26397.47	
					Freight charges	1300.00	
					Quote total	27697.47	

THANK YOU FOR YOUR BUSINESS!

Thank You

QUOTE

October 4, 2012

Farmington City Pool
ATTN: Sylvia Clark
Farmington, UT

Scope: Replace Swimming Pool Heater

ITEM	Description	QTY	RATE	TOTAL
	Existing heater is a single Teledyne Laars 3,500,000 BTU 82% maximum efficiency			
	Installation of a single heater of equivalent efficiency			
RAY-15-1538	Raytherm model P-3500 3,500,000 BTU 82% Efficient indoor pool heater w / cwr	1	\$ 23,379.16	\$ 23,379.16
Vent	Flue Vent Adapter	1	\$ 536.93	\$ 536.93
CPVC	CPVC Schedule 80 Pool Piping	1	\$ 348.36	\$ 348.36
GAS	Gas Fittings and Piping	1	\$ 427.00	\$ 427.00
ELECTRICAL	Electrical controls and wiring supplies	1	\$ 456.00	\$ 456.00
LABOR	Install Raytherm Heater	110	\$ 45.00	\$ 4,950.00
	SUBTOTAL			\$ 30,097.44
Warranty	5 yr. factory heat exchanger warranty, 1 yr. factory warranty on other parts		Included	\$ -
	NET TOTAL			\$ 30,097.44



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: December 4, 2012
SUBJECT: APPROVAL OF A PLAT AMENDMENT FOR THE FARMINGTON BAY
BUSINESS PARK PLAT A AMENDMENT #1 SUBDIVISION PLAT

RECOMMENDATION

Approve the attached Plat Amendment for the Farmington Bay Business Park Plat A Amendment #1 Subdivision Plat (5 lots), located at approximately 1250 South and 650 West, subject to the same conditions and findings established previously by the Planning Commission on November 15, 2012 as set forth in the attached supplemental information.

BACKGROUND

The applicant wishes to subdivide Parcel C into two lots, Lots 3 and 4 on the Farmington Bay Business Park Plat A Amendment #1 along with creating Lot 5 from Parcel B as shown on the attached proposed plat. The existing Plat A Amendment #1 contains two lots and two parcels on a total of 5.26 acres. The applicant/property owner is petitioning the City to approve the above request and is the sole property owner. The Planning Commission voted unanimously to recommend this Plat Amendment for approval on November 15, 2012.

Respectfully Submitted

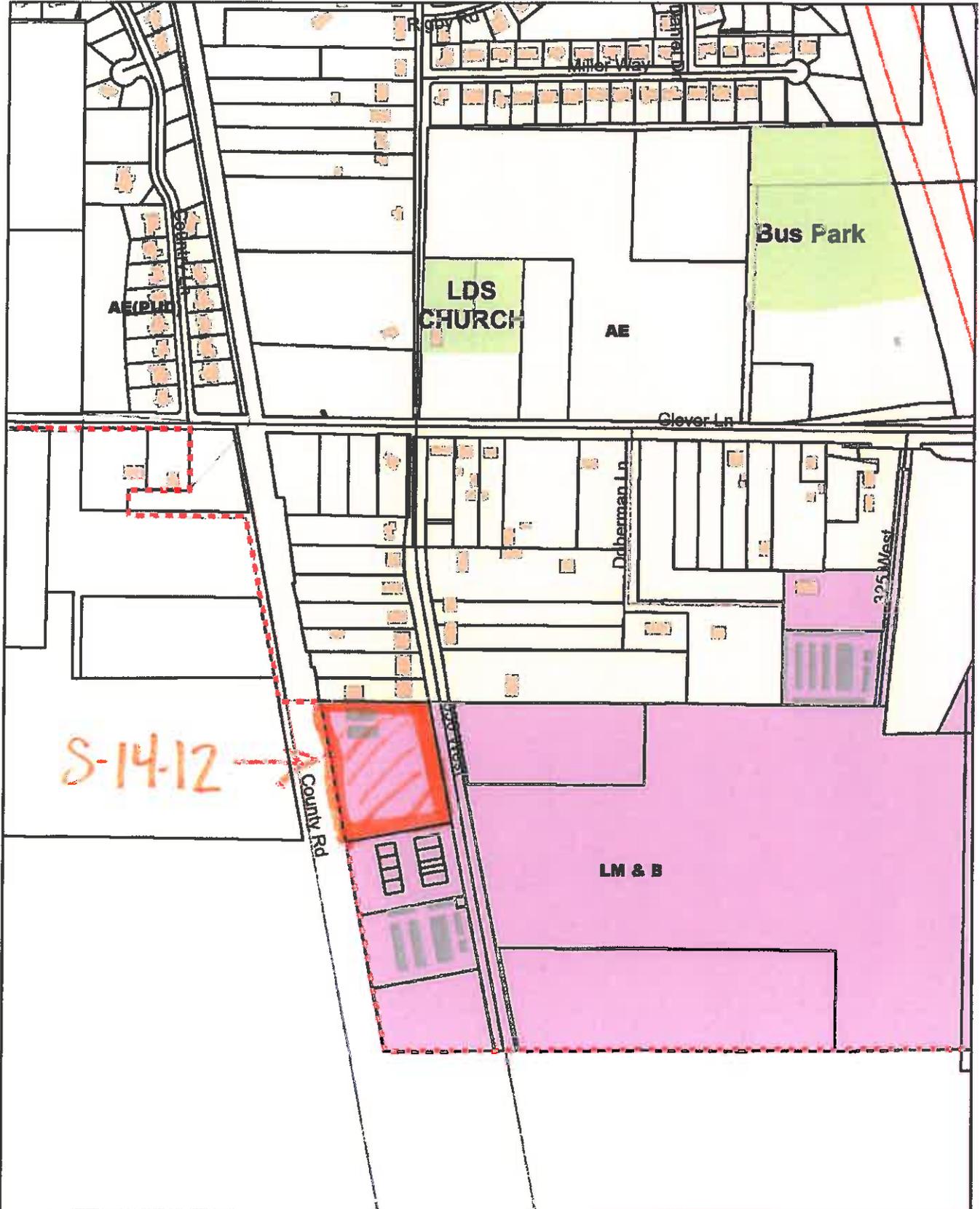

Christy J. Alexander
Associate City Planner

Review & Concur


Dave Millheim
City Manager



Farmington City



EXISTING

PREFIX
08-464
LAST #
0000



SCALE:
1" = 100'

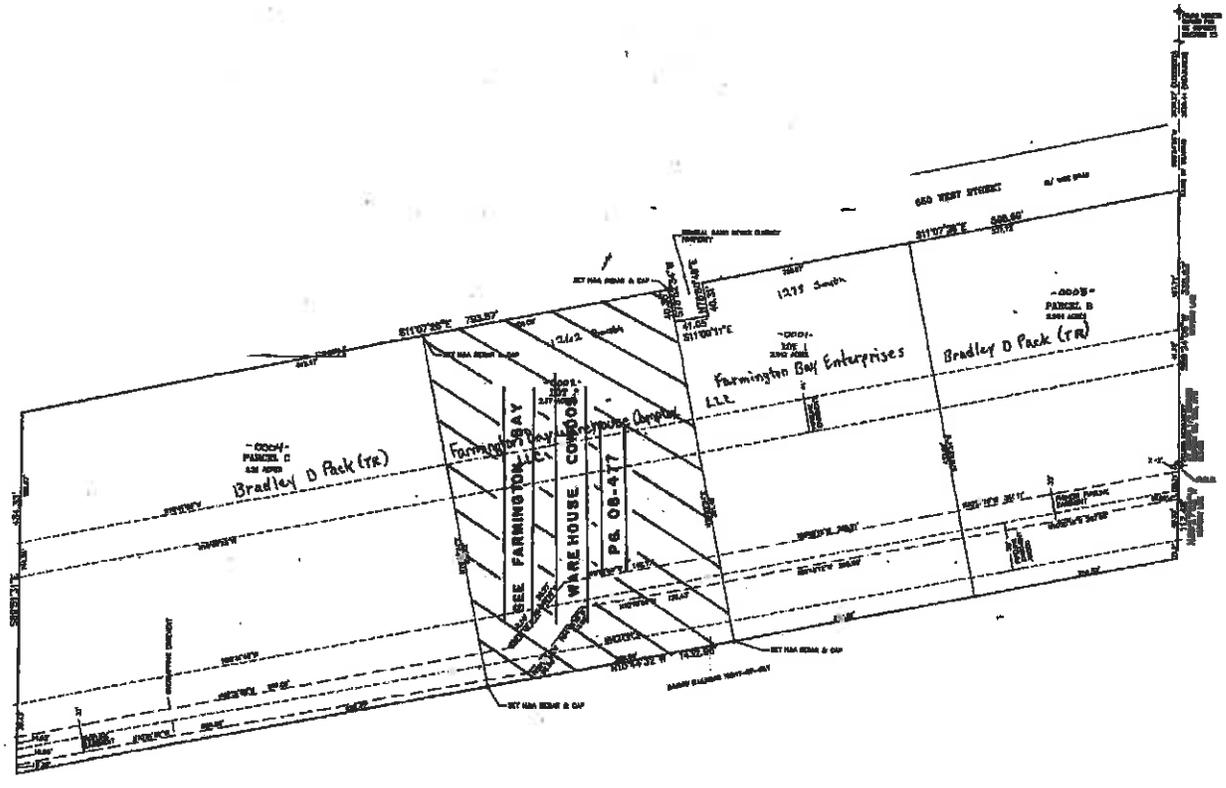
DEVELOPMENT: FARMINGTON BAY BUSINESS PARK SUBD. PLAT A AMENDMENT #
LOTS: 1 THRU 2 &
PARCELS B & C

CITY: FARMINGTON

S.1/2 SEC. 25 • T.3N. R.1W
S.L.M. DAVIS COUNTY, UTAH
FILE # 4978
R 12-01-09

FARMINGTON BAY BUSINESS PARK SUBDIVISION PLAT A AMENDMENT #1
AMENDING PARCEL A OF FARMINGTON BAY BUSINESS PARK SUBDIVISION PLAT A

LOCATED IN THE SOUTH HALF OF SECTION 25, T3N, R1W, S1/2&M
FARMINGTON CITY, DAVIS COUNTY, UTAH



HILL & ARCTE, Inc.
H/A
REGISTERED PROFESSIONAL ENGINEER
UTAH LICENSE # 12345
1000 WEST MAIN STREET
SALT LAKE CITY, UT 84111
801.555.1234

464

80



Planning Commission Staff Report
November 15, 2012

Item 5: Farmington Bay Business Park Plat A Amendment #1 Plat Amendment

Public Hearing:	No
Application No.:	S-14-12
Property Address:	Approximately 1250 South 650 West
General Plan Designation:	LM (Light Manufacturing)& RRD (Rural Residential Density)
Zoning Designation:	LM&B (Light Manufacturing & Business)
Area:	5.26 acres
Number of Lots:	2 lots & 2 parcels
Property Owner:	Brad Pack
Agent:	n/a

Request: *Recommendation to amend the Farmington Bay Business Park Plat A Amendment #1 Subdivision Plat by splitting Parcel C into Lots 3 & 4 and making Parcel B become Lot 5.*

Background Information

The applicant wishes to subdivide Parcel C into two lots, Lots 3 and 4 on the Farmington Bay Business Park Plat A Amendment #1 along with creating Lot 5 from Parcel B as shown on the attached proposed plat. The existing Plat A Amendment #1 contains two lots and two parcels on a total of 5.26 acres. The applicant/property owner is petitioning the City to approve the above request and is the sole property owner. Plat amendments follow a different approval track than the conventional subdivision approval process and therefore needs a recommendation of approval from the Planning Commission before getting final approval from City Council.

Suggested Motion:

Move that the Planning Commission recommend that the City Council amend Plat A Amendment #1 of the Farmington Bay Business Park Plat as requested and subject to all applicable codes, development standards and ordinance and with the following conditions:

1. Applicant continues to work with the City regarding any minor revisions that need to be made to the amended plat.

Findings for Approval:

1. By subdividing Parcel C and creating two lots, the property owner will be able to sell off a lot or begin work on his next project more quickly.
2. Creating Lot 5 from Parcel B will clean up the plat and allow the lot to be sold or developed.

Supplementary Information

1. Vicinity Map
2. Existing Farmington Bay Business Park Plat A Amendment #1 Plat
3. Proposed Farmington Bay Business Park Plat A Amendment #2 Plat

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2012

SUBJECT: City Manager Report

1. Upcoming Agenda Items
2. Farmington Canyon Road Repairs/Gate Placement

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 18, 2012 – Staff Reports Due: December 7th

Work Session: Carl from URMMA will give report on inspections
Auditors will go over Audit (20 min.)
Long Range Fire Staffing Costs
Excess Water Rights Issue (Paul Hirst)

Action Items:

Approval of Audit

Summary Action Items:

- Approval of Minutes of Previous Meetings
- Ratification of Approvals of Storm Water Bond Logs

CITY COUNCIL AGENDA

For Council Meeting:
December 4, 2012

SUBJECT: Mayor Harbertson & City Council Reports

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