

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

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, August 16, 2016, 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

NEW BUSINESS:

7:05 Street Cross Section Modification Proposal for Residences at Farmington Hills Road

7:15 Chestnut Farms Phases IV and V Rezone Application

SUMMARY ACTION:

7:25 Minute Motion Approving Summary Action List

1. Historic Landmark Designation – Robinson Buildings
(Now the Gregson and Tidwell Homes)
2. Real Estate Purchase Contract for Land Located at Approximately
170 South Main
3. Approval of Great Western Landscape to Construct the 650 West
Irrigation Project

DISCUSSION ITEMS:

7:30 Discussion of Special Assessment Area (SAA)

7:55 City Council Committee Reports

GOVERNING BODY REPORTS:

8:00 City Manager Report

1. Executive Summary for Planning Commission held August 4, 2016

8:05 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 11th day of August, 2016.

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:
August 16, 2016

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

It is requested that City Council Member John Bilton give the invocation to the meeting and it is requested that Council Member Brett Anderson 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:
August 16, 2016

**S U B J E C T: Street Cross Section Modification Proposal for Residences at
Farmington Hills Road**

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



F A R M I N G T O N C I T Y

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

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: August 16, 2016
SUBJECT: **STREET CROSS SECTION MODIFICATION PROPOSAL FOR RESIDENCES AT FARMINGTON HILLS ROAD**

RECOMMENDATION

As per Section 12-8-100 of the Subdivision Ordinance, move that the City Council modify the Residences at Farmington Hills street cross-section ROW from 56' to 50' as proposed on the attached drawing and the following conditions:

1. 350 East must meet the modified street cross-section of 50' the entirety of its length, including Lots 22 and 23;
2. The modification may be on either side of the street, as determined by staff and the developer;
3. The applicant must enter into an extension agreement for sidewalk and park strip on the side of the road that is being modified.

Findings for Approval:

1. The requested street modification will still provide complete improvements, including sidewalk and parkstrip on one side of the road, and enough ROW that in the unlikely event that the other side is improved, there will be enough room to do so.
2. If the side of the street that is being modified is ever fully improved at a future date, entering into an extension agreement ensures that the City will not pay for said improvements.
3. By not determining which side of the road will be modified, it allows for staff and the applicant to fully determine which side will be best for all parties, including future residents.

BACKGROUND

On March 10, 2016 the Planning Commission approved the Residences at Farmington Hills preliminary plat. On the approved plat, the applicant showed a modified right-of-way that was 50' instead of the standard 56' required by the City. In spite of receiving preliminary plat approval, the applicant must also obtain City Council approval for the street cross-section modification.

The proposed modification would include a 4' sidewalk and 4.5' park-strip on the east side of the road, and an 8.5' unimproved shoulder on the west. The applicant is proposing the modification because of the

amount of cut-and-fill that would be required to do the full improvements on both sides of the road. Staff feels that including sidewalk and park-strip on both sides of the road, and space for sidewalk and park-strip within the western portion of the right-of-way is a good compromise.

In the unlikely event that the west side of the street is ever improved, the right-of-way would already be in place to accommodate a 4' sidewalk and 4.5' park strip. However, the preliminary plat does not show sidewalk on the east side of the road along the frontages of Lots 22 and 23. Staff is suggesting that the applicant use the modified street cross-section the entire length of 350 East. At the August 2nd City Council meeting, there was some concern expressed about who would pay for these future improvements, should they ever be built. As a solution, the Council expressed a desire to enter into an extension agreement that would be recorded against the subject property whereby the future improvements would be paid by each property owner for their respective frontage at that time they are installed. Additionally, the Council discussed whether the sidewalk would be better on the east or the west side of the road. The applicant has expressed a willingness to shift the sidewalk, but this could affect the layout of the road infrastructure. Staff feels that there is currently too much unknown to make a determination which side of the street the sidewalk should be on, and it would be best if the final alignment is deferred to staff and the applicant to determine together; a condition has been included in the suggested motion to address this solution.

Supplemental Information

1. Vicinity Map
2. Preliminary Plat
3. Proposed Street Cross-Section Modification
4. Section 12-8-100 of the Subdivision Ordinance

Respectfully Submitted



Eric Anderson
City Planner

Concur



Dave Millheim
City Manager

Farmington City



(1) A payback agreement entered into between Farmington City and the developer who installs the improvements or facilities for water, storm sewer or roads is authorized, where the improvements installed are intended to extend, expand or improve the City's water system, storm sewers or roads beyond the improvements required to service or benefit the subdivision or development proposed by the developer. Such payback agreements shall be for project improvements and not system improvements as defined in the Utah Impact Fees Act. The payback agreement is not mandatory, but may be used at the option of the City Manager, upon approval of the payback agreement by the City Council. The amount of the payback to the developer shall be determined by the City Council after receiving a recommendation from the City Engineer after considering the improvements or facilities required or benefitting developer's development, and those facilities or improvements that are specifically oversized to provide for future development of adjacent projects.

(2) The City shall, in all cases, be immune and not liable for any payments to the developer if the payback agreement is determined to be unenforceable. The payback agreement shall not confer a benefit upon any third party and shall be in a form approved by the City Council. The responsibility for payment of the required improvements or facilities shall rest entirely with the developer. The City shall not be responsible for collection of amounts from third parties.

12-8-100 Administrative Review for Public Street Standards Not Listed

(1) The City Council, after receiving a recommendation from the Planning Commission, may review and approve street standards not listed in the Farmington City Development Standards but shall consider only modifications and alternatives to Standard Street Intersections, Typical Cul-de-sac, and Standard Roadway Sections. The Planning Commission shall not consider changes to remaining standards including, but not limited to, Submittals, Quality Control, Site Preparation, Grading, Excavating, Backfilling and Compaction, Base Course, Asphalt/ Concrete, Curbs, Gutters, Drive Aprons, and Walks, Slurry Sealing, Restoration of Existing Improvements, Storm Drainage Systems, Boundary Markers and Survey Monuments, Geo-textiles, and Concrete Reinforcement. Notwithstanding the foregoing, amendments to the Farmington City Development Standards may be approved from time to time by resolution of the City Council.

(2) An application requesting a street standard not listed shall be filed with the City Planner. The application shall include a detailed description of the proposed standard and other such information as may be required.

(3) The City Planner, City Engineer, City Public Works Director, and any other City official as required, shall conduct such investigations as are deemed necessary to compare the proposed standard with sound customary engineering and planning practices. Thereafter a recommendation shall be provided to the Planning Commission.

(4) The final determination by the City Council and all information pertaining to it shall be assigned a file number classifying it as an administrative determination and shall become a permanent public record in the office of the Community Development Department.

Title 6 (now Title 12) Amended, 6-06-91, Ord. 91-21
6-8-101 (now covered under 12-8-010) Amended, 4-21-93, Ord. 93-18
6-8-102 (now 12-8-020(1)) Amended, 2-15-95, Ord. 95-05
Title 12 Amended and Recodified, 6-19-96, Ord. 96-24
12-8-090 Enacted, 5-17-00, Ord. 2000-21
12-8-100 Enacted, 10-04-00, Ord. 2000-39

CITY COUNCIL AGENDA

For Council Meeting:
August 16, 2016

S U B J E C T: Chestnut Farms Phases IV and V Rezone Application

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: August 16, 2016

SUBJECT: **Chestnut Farms Phases IV and V Rezone Application**
Applicant: **John Wheatley – Symphony Homes**

RECOMMENDATION

Move that the City Council approve the enclosed enabling ordinance rezoning 30.5 acres of property as described in Exhibit "A" from A (Agricultural) to AE (Agricultural Estates located at approximately 500 South 1525 West, subject to all applicable Farmington City ordinances and standards and the following conditions:

1. The applicant must enter into a development agreement with the City for all agreed upon improvements related to 1525 West, prior to the rezone being effective;
2. The rezone is contingent upon the approval of final plat for Phases IV and V of the Chestnut Farms PUD Subdivision.

Findings for Approval:

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

BACKGROUND

The request for rezone is in conjunction with the Subdivision application for the Chestnut Farms Phase IV and the future Phase V subdivision. This application is for the approximately 30.5 acres of property located near 500 South 1525 West. The current zoning is A (Agricultural) and the request is for AE (Agricultural Estates). Mr. Wheatley would like to rezone this property so that it may be subdivided into smaller lot sizes for the continuation of the Chestnut Farms PUD development. The subdivision

application for Phase IV and the subsequent lots sizes proposed are dependent on this rezone application being approved. The City has always intended that as this subdivision and related PUD master plan be approved, the property would be rezoned to reflect the first three phases of Chestnut Farms that are already built, as well as other adjacent properties. Normally, the property would have been rezoned when the developer obtained schematic and preliminary PUD master plan approval, but this action did not occur at that time.

Initially, the rezone application was heard at the City Council meeting on January 5th of this year, and the public hearing was opened and closed without comment. The item, at the recommendation of staff, was tabled due to on-going discussions with the City and Symphony Homes related to 1525 West improvements. After months of discussion on these improvements, the applicant and staff have arrived at a solution to the 1525 West improvements. The City and the applicant are going to include the portions of Chestnut Farms Phases IV and V that front 1525 West in the Special Assessment Area (SAA) that is currently underway for the southwestern portion of the City. Additionally, the City will enter into a development agreement ensuring that if the SAA does not go through, that improvements will be installed on 1525 West, including curb, gutter, park strip, sidewalk, and asphalt extension. The vertical improvements will also be installed, including the required road base. The agreement will be a separate item, however, it has been included as a condition for approval.

Supplemental Information

1. Vicinity Map
2. Zoning Map
3. General Land Use Map
4. Enabling Ordinance
5. Boundary Description of Property that is to be Rezoned – Exhibit “A”
6. Minutes from January 5, 2016 City Council Meeting

Applicable Ordinances

1. Title 11, Chapter 10 – Agricultural Zones

Respectfully Submitted



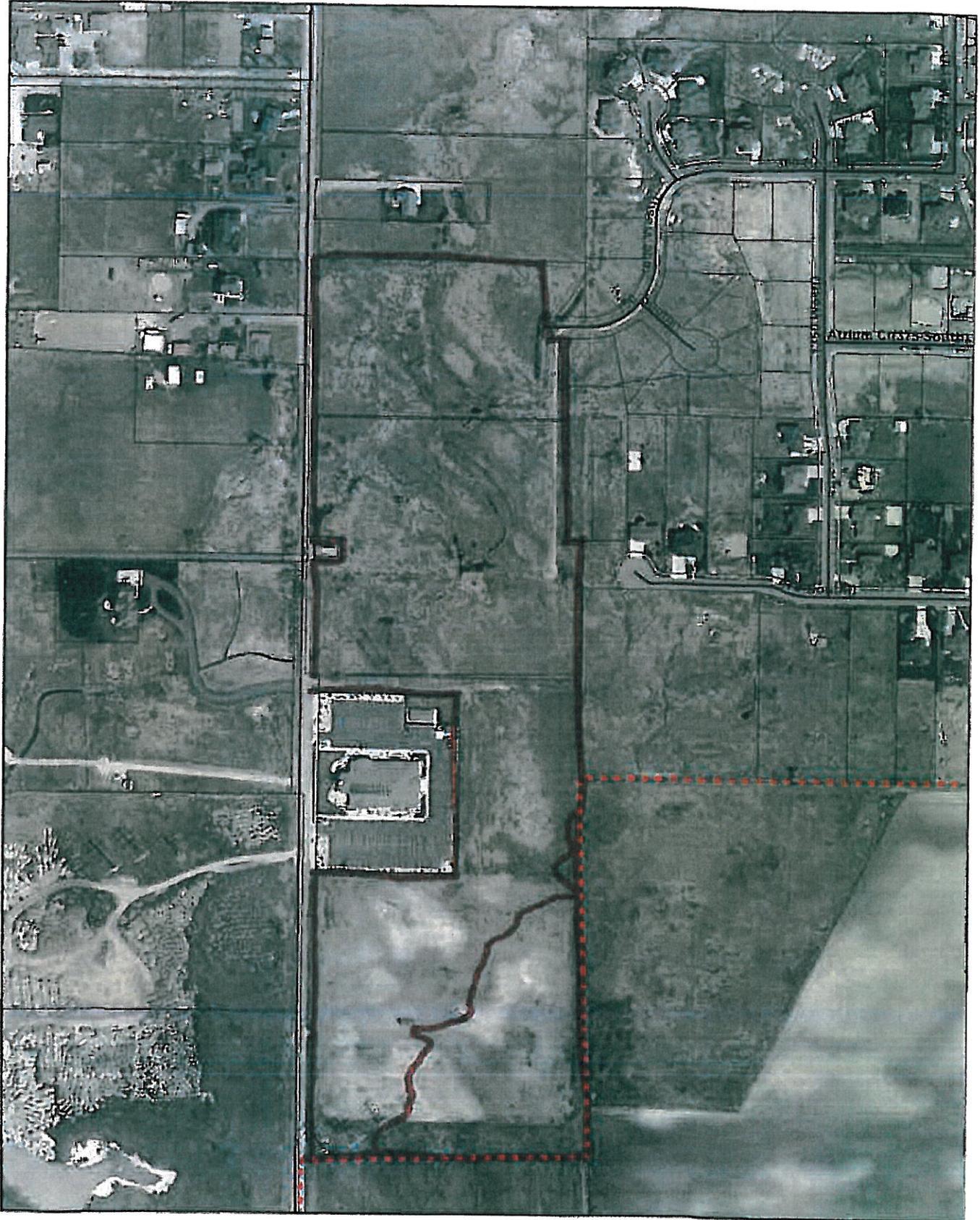
Eric Anderson
City Planner

Concur

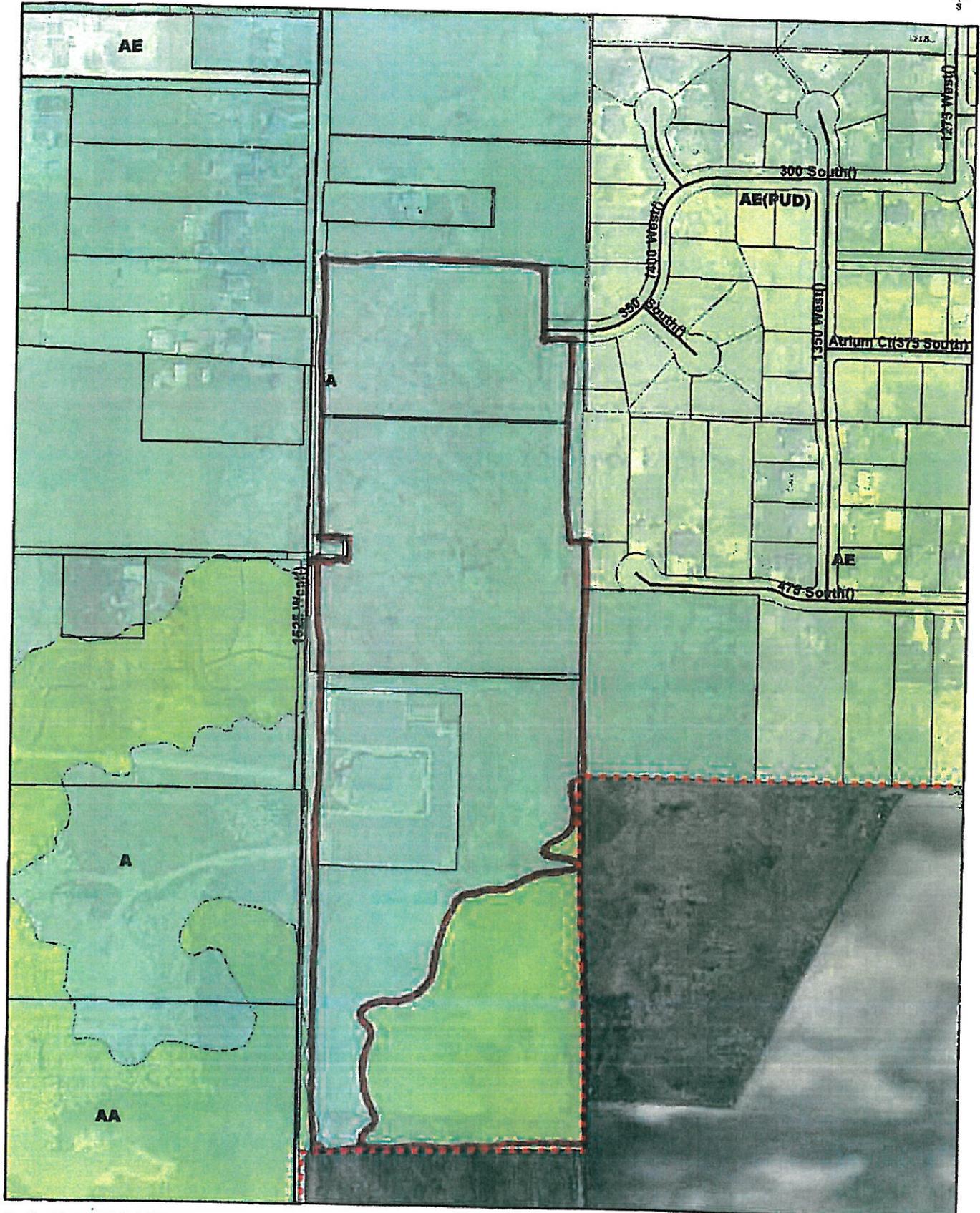


Dave Millheim
City Manager

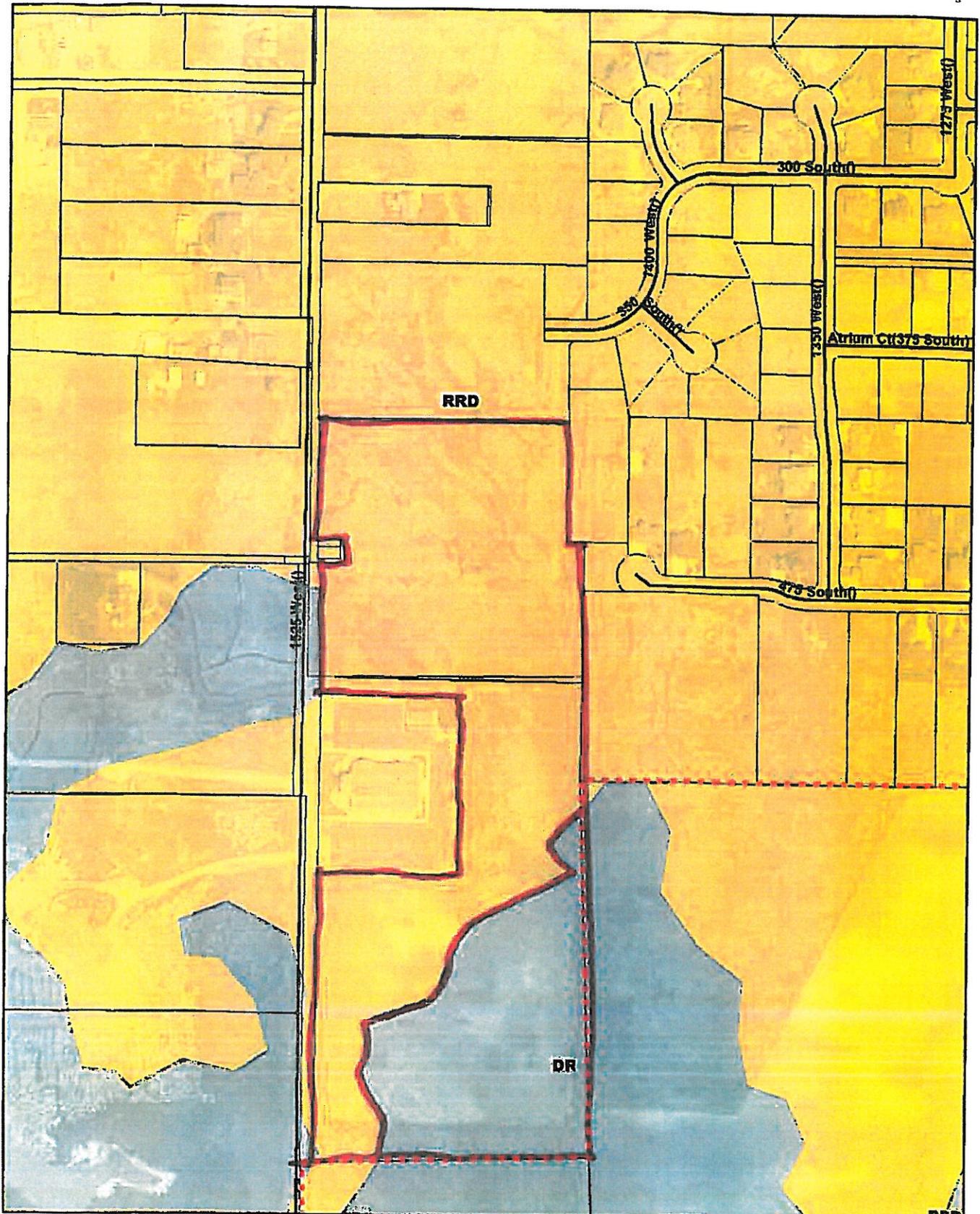
Farmington City



Farmington City



Farmington City



Mayor Talbot presented Brett Anderson and Doug Anderson to be sworn in, and **Holly Gadd** administered the oath of office.

Mayor Talbot welcomed **Jessica Stevens** and **Mariah Millheim** from the Youth City Council.

PUBLIC HEARINGS:

Chestnut Farms Phase IV and V Rezone

Eric Anderson said this rezone is in conjunction with Phases IV and V of the Chestnut Farms development by Symphony Homes along 1525 West and approximately 500 West. The rezone is from A to AE for 30.5 acres. The General Plan already has a designation for agriculture, and it was always intended to be AE. The one outstanding issue is the improvements to 1525 West.

Dave Millheim recommended that the Council table action on this item after the public hearing. The City is not opposed to the rezone; however there are serious concerns about the roads. He stated that 1525 West has incurred serious damage due to trucks, etc. and that it was not built to City standards. Due to the upcoming high school, more traffic is anticipated and the road cannot handle that traffic in its current condition. While it is not fair to ask the developer to take on all the improvements, a discussion needs to take place to determine their share. Before giving the project vesting via zoning, a conversation needs to take place as to needed road improvements on 1525 West.

John Wheatley, 526 North 400 West, North Salt Lake, Utah. He said they have concerns about making improvements along 1525 West. He understands the City's concern about 1525 West and the fact that the road was not built to the City's standards when it was annexed in. He said there needs to be an overall plan, and it is not fair to single them out as a developer to complete the improvements. He said other developments have not had the same requirements. He said if the City wants to have developers complete half streets, they should enact an ordinance. He said they have been at this development since 2005 and has only just been told about this requirement. He said this development will not create significant traffic. He said they are extending secondary water, and making other improvements to drainage, etc. He said the costs they have incurred for these additional improvements will add \$10,000 per lot.

Mayor Jim Talbot opened the public hearing at 7:34 p.m.

Mayor Jim Talbot closed the public hearing at 7:35 p.m.

Doug Anderson asked how many “touch points” the development will have on 1525 West and **John Wheatley** said there will be one.

Cory Ritz joined the Council meeting telephonically at 7:35 pm.

Brett Anderson asked how the construction crews have accessed the development. **John Wheatley** said primarily through 1100 West but they have brought in fill dirt on 1525 west. **Brett Anderson** asked Dave Petersen if there were other developers that were asked to improve 1525 West as they put in developments. **Dave Petersen** said staff will have to look into that. **Chad Boshell** said in the 2 years he has worked for the City, they have not asked any other residential developments to make improvements along 1525 West; however with other County roads that the City inherited, the City has been asking developers such as the schools, to make half width improvements (26’ of asphalt). **Mayor Talbot** asked when he found out about this and **John Wheatley** said he received first notice of this in June.

Motion:

John Bilton made a motion that the City Council tabled this rezone until it comes back with some form of agreement in relation to the improvements for the road.

Doug Anderson seconded the motion which was unanimously approved.

Pack Property Rezone and General Plan Amendment for Ivory Homes

Eric Anderson said this is the Pack property on 650 West and Glover’s Lane. The applicant is requesting to rezone 48 acres of LM&B to AE. He said they initially requested LR, but LR has never been zoned west of the freeway, and so the applicant came back requesting AE. At their final meeting, the Planning Commission did not concur with staff’s recommendation and recommended approval with a split vote. They felt that Farmington is a residential community and LM&B uses are not needed; additionally there is not good freeway access to this property. However, staff felt that LM&B is a good placeholder, and could be useful for future development the City does not know it needs yet. The Planning Commission vote was 4-2, with one commissioner absent. The West Davis Corridor preferred alignment goes through this property, but staff was instructed by UDOT to move forward with this application as though that was not a possibility because there is no record of decision yet. However he pointed out that it is an issue that needs to be considered. He said staff feels that the findings are sufficient to deny the application. He said the Planning Commission’s disagreement should also be taken into consideration.

Nick Mingo, Ivory Homes, 978 East Wood Oak Lane, Salt Lake City, Utah. He said the total property is about 58 acres. He said there is a small portion of approximately 10 acres that is already zoned AE. Of the remaining 48 acres, they are proposing to leave about 10 acres as LM&B, and to rezone the rest (about 38 acres) as AE. He said they held their own informal neighborhood meeting in addition to the 3 Planning Commission meetings they attended to address concerns. In their opinion, a residential community is a better use than manufacturing in that area. Access for business is not ideal, but it is ideal for families due to

FARMINGTON, UTAH

ORDINANCE NO. 2016 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR 30.5 ACRES OF PROPERTY FROM AN A TO AN AE ZONE LOCATED AT APROXIMATELY 500 SOUTH 1525 WEST

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

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

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

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

Section 1. Zoning Change. The property described in Application # Z-4-15, filed with the City, located at approximately 500 South and 1525 West, identified by portions of parcel numbers: 080810092, 080740084, and 080740083, comprising 30.5 acres and as further described on Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 3. Effective Date. This ordinance shall take effect upon the approval of a subdivision application related to the subject property.

DATED this 16th day of August, 2016.

FARMINGTON CITY

ATTEST:

H. James Talbot
Mayor

Holly Gadd
City Recorder

EXHIBIT "A"



11-30-15
1864-61

CHESTNUT RE-ZONE LEGAL DESCRIPTION FARMINGTON CITY, DAVIS COUNTY, UTAH

PART OF THE NORTH HALF OF SECTION 26 AND THE SOUTH HALF OF SECTION 23 OF TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES N89°46'42"E 579.01 FEET AND S00°13'18"E 64.17 FEET FROM THE QUARTER CORNER COMMON TO SAID SECTION 23 AND 26; THENCE S00°18'35"W 502.54 FEET; THENCE S01°41'04"E 933.22 FEET; THENCE S88°18'56"W 701.02 FEET; THENCE N00°34'20"E 736.71 FEET; THENCE S89°29'13"E 357.01 FEET; THENCE N00°30'47"E 451.16 FEET; THENCE N89°29'13"W 356.54 FEET; THENCE N00°34'20"E 333.29 FEET; THENCE N89°43'35"E 55.04 FEET; THENCE N00°16'25"W 60.00 FEET; THENCE S89°41'42"W 54.73 FEET; THENCE N00°03'15"E 703.26 FEET; THENCE N89°54'06"E 555.42 FEET; THENCE S00°09'22"E 193.01 FEET; THENCE N89°50'38"E 78.24 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF S44°51'24"W, AND A CHORD LENGTH OF 21.21 FEET; THENCE S00°07'49"E 497.24 FEET; THENCE N89°46'56"E 156.00 FEET; THENCE S00°07'49"E 34.80 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 107.00 FEET, A RADIUS OF 53.50 FEET, A CHORD BEARING OF S05°27'39"W, AND A CHORD LENGTH OF 90.04 FEET; THENCE S89°46'56"W 107.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,331,546 SQUARE FEET OR 30.568 ACRES

CITY COUNCIL AGENDA

For Council Meeting:
August 16, 2016

SUBJECT: Minute Motion Approving Summary Action List

1. Historic Landmark Designation – Robinson Buildings
(Now the Gregson and Tidwell Homes)
2. Real Estate Purchase Contract for Land Located at Approximately 170
South Main
3. Approval of Great Western Landscape to Construct the 650 West
Irrigation Project

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: August 16, 2016

SUBJECT: **HISTORIC LANDMARK DESIGNATION-ROBINSON BUILDINGS
(NOW THE GREGSON AND TIDWELL HOMES)**

RECOMMENDATION

Approve the enclosed ordinance designating the homes at 94 North 100 West (presently owned by Jeffrey J. and Kristen M. Gregson), and at 67 West 100 North (now owned by Annette Tidwell) as historic resources on the Farmington Historic Landmarks Register as set forth in the recommendation from the Farmington City Historic Preservation Commission, dated July 22, 2013, and John Anderson (current Chair of the Commission), dated August 1, 2016.

BACKGROUND

On August 20, 2013 the Farmington City Historic Preservation Commission forwarded a recommendation the City Council to place five Robinson Buildings and Homes as historic resources on the Farmington Historic Landmarks Register (see enclosed staff report). The item was tabled to allow "for the creation of letters from property owners requesting this designation" (see attached minutes). In recent emails (see enclosed) two of the five property owners requested this designation: Annette Tidwell and Kristen Gregson—owners of property at 67 West 100 North and 94 North 100 West respectively. Moreover, John Anderson, Chair of the Historic Commission, also recommended that the Council honor their request.

SUPPLEMENTARY INFORMATION

1. Aerial vicinity map and current photos of the site.
2. Emails from Annette Tidwell (7.27.16) and Kristen Gregson (9.24.13).
3. Email from John Anderson, August 1, 2016.
4. Enabling Ordinance.
5. August 20, 2013 City Council Minutes and Staff Report.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

LAGOON INVESTMENT COMPANY LC
3500 LAGOON DR
070250032
LAGOON INVESTMENT
COMPANY A PARTNERSHIP

070250034
MUNK, DAVID L &
LOUISE R - TRUSTEES

070250016
LAGOON INVESTMENT COMPANY
104 W 100 NORTH

070250019
DAVKRIS INVESTMENTS
68 W 100 NORTH

070250031
KARNETH D
148 W 100 NORTH

070250024
WHITE, KAY LYNN HO 25
40 W 100 NORTH

070280078
DAVKRIS INVESTMENTS LC
66 W 100 WEST

070290013
GREGSON, JEFFREY J & KRISTEN M
100 W 100 WEST

070280005
GATRELL, WALLACE B & RUTH B - TRUSTEES
100 W 100 WEST

070290014
GRANETTE A GRANT FRED
100 W 100 NORTH

070290012
FORBUSH, CAMERON C & SHAUN P
80 N 100 WEST

100 West()

070290017
ROCKWOOD, CONNIE J & CHARLES - TRUSTEES
55 N 100 WEST

070290022
HUBBARD ENTERPRISES LLC
51 N MAIN ST

070290009
GATRELL, WALLACE B & RUTH B - TRUSTEES
37 N 100 WEST

070290027
HUBBARD ENTERPRISES LLC
49 N MAIN ST

070290010
GATRELL, WALLACE B & RUTH B - TRUSTEES
40 N 100 WEST

070280014
WILLIAMS, KATHY W
108 W STATE ST

070290009
GATRELL, WALLACE B & RUTH B - TRUSTEES
38 N 100 WEST

070290007
SMITH, BARBARA J
60 W STATE ST
ELLIS, CINDY KAY
2 W STATE ST

070290004
TURNER, BARLA J - TRUSTEES
45 W STATE ST



Dave Petersen <dpetersen@farmington.utah.gov>

Fwd: Historic Landmarks Register

3 messages

Dave Millheim <dmillheim@farmington.utah.gov>

Mon, Jul 18, 2016 at 8:59 AM

To: Dave Petersen <dpetersen@farmington.utah.gov>, Jim Talbot <mayor@farmington.utah.gov>

David, what is the protocol on this?

----- Forwarded message -----

From: **A TIDWELL** <a2ztidwell@msn.com>

Date: Sun, Jul 17, 2016 at 8:18 PM

Subject: Historic Landmarks Register

To: dmillheim@farmington.utah.gov

Dave, I don't know if you remember, but in September 2013, I tried, unsuccessfully, to get the City Council to agree to add the Gregson home at 94 N 100 W, the Allred home at 127 North Main, and the now non-existent Lagoon home at 68 W 100 N to the Landmarks Register. The evening was a fiasco because I hadn't been made aware of a rather nasty letter from David Freed, and our commission had been given inaccurate information about the Lagoon home not being contested, so when the smoke cleared it was decided that NONE Of the homes would be approved without a written statement from the Gregsons and Allreds.

Well, the whole upset scared the Allreds off, but the Gregsons were still wanting to have their home listed. I have attached an email I received from them on September 24, 2013, stating that. I apologize for the LATENESS in forwarding it to you, but it got shuffled under some paperwork on my desk at home, and I recently rescued it.

I don't know if another presentation needs to be done. I was under the impression that if I could present a written request from the home owner that it would be accepted and settled. I realize that was a different City Council than we have now, but surely what was decided then should be upheld now.

Thanks for your help.

Sincerely,

Annette Tidwell, Executive Director
Farmington City Historic Preservation Commission

—
Dave Millheim
City Manager
801-939-9203

Have a Nice Day

 **GregsonLandmarks0001.pdf**
368K

Dave Petersen <dpetersen@farmington.utah.gov>

Mon, Jul 18, 2016 at 10:21 AM

To: Dave Millheim <dmillheim@farmington.utah.gov>, A TIDWELL <a2ztidwell@msn.com>

Cc: John Anderson <andersonjc@ldschurch.org>

Dave and Annette,

It is possible that the Gregson home can appear before the City Council as early as August 2nd (or August 16). I

reviewed what the Council reviewed on August 20, 2013, including the timing of Historic Preservation Commission recommendation, and it appears that procedures as per Chapter 39 the zoning ordinance have been met.

Dave

[Quoted text hidden]

Dave Millheim <dmillheim@farmington.utah.gov>

To: Dave Petersen <dpetersen@farmington.utah.gov>

Mon, Jul 18, 2016 at 10:49 AM

Cc: A TIDWELL <a2ztidwell@msn.com>, John Anderson <andersonjc@ldschurch.org>

Let's get it set for the next available Council agenda (summary action). Due to the time period lapse involved, I want a letter attached with the staff report from John on behalf of the HPC that nothing has changed and the commission still supports getting these on the Landmarks register.

[Quoted text hidden]

A TIDWELL

From: "Kristen Gregson" <kmgregson@yahoo.com>
To: <a2ztidwell@msn.com>
Sent: Tuesday, September 24, 2013 1:49 PM
Subject: letter

Farmington City Council,

We have been made aware that our historic home, found at 94 N. 100 W., has been nominated to be part of Farmington City's Historic Landmarks Register. We are thrilled with this possibility and are in complete support of it. We love the historical value found in our home and elsewhere in Farmington and appreciate that efforts are being made to preserve the rich heritage of our community. We feel honored to be a part of it.

Many thanks,

Jeff and Kristen Gregson



Dave Petersen <dpetersen@farmington.utah.gov>

Historic Landmarks List

2 messages

A TIDWELL <a2ztidwell@msn.com>

Wed, Jul 27, 2016 at 1:56 PM

To: dmillheim@farmington.utah.gov

Cc: john anderson <andersonjc@ldschurch.org>, Dave Petersen <dpetersen@farmington.utah.gov>

Please accept this email as my letter of request to have my historic rock home at 67 W 100 N placed on the Farmington City Historic Landmarks List.

It was built as a barn in 1871, by Oliver Lee Robinson, when he lived in an adjacent home at 94 N 100 W. It was used as a hay and animal barn until the early 1900's when it was converted into a home. The original structure has not been changed, only a back porch and patio has been added. The walls are 18" solid rock, and original wooden pegs and mahogany logs are visible in the upstairs.

It is my understanding that the home at 94 N 100 W is also being considered for the List, so the two together would make a nice addition.

Thank you for your consideration.

Sincerely,

Annette Tidwell

Dave Petersen <dpetersen@farmington.utah.gov>

Mon, Aug 1, 2016 at 12:26 PM

To: A TIDWELL <a2ztidwell@msn.com>

Cc: Dave Millheim <dmillheim@farmington.utah.gov>, john anderson <andersonjc@ldschurch.org>

Annette,

Initially we were ready with a completed staff report and ordinance to place the 94 N. 100 West request on tomorrow's (August 2, 2016) City Council agenda based on the previous Historic Preservation Commission's 2013 recommendation. We received your email on July 27th about the 67 West 100 North home just as Council packets were being prepared for delivery, and we decided to place your request on the August 16th meeting instead. We wanted to make sure it was part of the 2013 recommendation (and it is), and we wanted a letter from John recommending the same on behalf of the Commission acting as its chair (Dave wanted to make sure due to the lapse of time, and the change of leadership, that the Commission is still okay with its recommendation).

Anyway, John, please send a letter regarding these two homes because we want to present the request to the Council on the 16th and get these two building on the registry.

Thanks.

Dave Petersen

[Quoted text hidden]



Dave Petersen <dpetersen@farmington.utah.gov>

Nomination of homes to be placed on the Farmington Historic Landmarks List

3 messages

John Crawford Anderson <AndersonJC@ldschurch.org>

Mon, Aug 1, 2016 at 4:19 PM

To: "dmillheim@farmington.utah.gov" <dmillheim@farmington.utah.gov>

Cc: "dpetersen@farmington.utah.gov" <dpetersen@farmington.utah.gov>, "Annette Tidwell @MSN" <a2ztidwell@msn.com>, Annette Tidwell Davis Clipper <atidwell@davisclipper.com>, Brett Anderson <banderson@farmington.utah.gov>, Dave Bernhisel <dave@bernhisel.net>, "Pat Achter (patachter@comcast.net)" <patachter@comcast.net>, Steven Aguirre <Steven.Aguirre@zionsbancorp.com>, Tiffany Rice <tiffrice1kid@yahoo.com>

To: Dave Millheim

Cc: Dave Peterson, Annette Tidwell, Farmington Historic Preservation Commission

Subject: Nomination of homes to be placed on the Farmington Historic Landmarks List

Dave,

Please accept this email as a request by the Farmington Historic Preservation Commission to place the two properties listed below on the Farmington City Historic Landmarks List .

The Farmington Historic Preservation Commission met Thursday July 28th to discuss the nomination of the homes listed below. Due to summer schedules we did not have enough attendees to vote on this. Annette Tidwell and I are in full support that the two properties be added to the Farmington City Landmarks Register.

1. Gregson home at 94 N 100 W: It was built as a barn in 1871, by Oliver Lee Robinson, when he lived in an adjacent home at 94 N 100 W. It was used as a hay and animal barn until the early 1900's when it was converted into a home. The original structure has not been changed, only a back porch and patio has been added. The walls are 18" solid rock, and original wooden pegs and mahogany logs are visible in the upstairs. Current home of Annette Tidwell. Listed on the National Register of Historic Places.

2. Allred home at 127 North Main: Build by Oliver Lee Robinson, the first Bishop of Farmington. Currently listed on the National Register of Historic Places. I believe this home is currently under a real estate sales contract.

A courtesy email has been sent to Kristen Gregson notifying her that her home will be presented for nomination on the Farmington Historic Landmarks List to the Farmington City Council.

Sincerely,

John Crawford Anderson

Chairman, Farmington Historic Preservation Commission

FARMINGTON, UTAH

ORDINANCE NO. 2016 - ____

AN ORDINANCE OF THE FARMINGTON CITY COUNCIL DESIGNATING THE ROBINSON/GREGSON AND ROBINSON/TIDWELL HOMES AS HISTORIC RESOURCE ON THE FARMINGTON HISTORIC LANDMARKS REGISTER.

WHEREAS, the Farmington City Council recognizes that the historical heritage of the buildings and homes built by Joseph Lee and Oliver Lee Robinson and their posterity as some of its most valued and important community assets; and

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

WHEREAS, the Farmington Historic Preservation Committee finds that the homes/barn built by Joseph Lee Robinson and Oliver Lee Robinson satisfy the criteria governing the designation of Historic Resources to the Farmington Historic Landmark Register and has recommended to the Farmington City Council that the home built by Joseph Lee Robinson and the home/barn built by Oliver Lee Robinson be so designated;

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

Section 1. Designation. The home at 94 North 100 West, built in 1854 by Joseph Lee Robinson (Tax I.D. #07-029-0013) and the home at 67 West 100 North built by Oliver Lee Robinson in 1871 originally as a barn (Tax I.D. #07-029-0014), in Farmington City are hereby designated as Historic Resources on the Farmington Historic Landmark Register.

Section 2. Notice of Listing. A Notice of Listing pertaining to the homes/structures built by Joseph Lee Robinson and Oliver Lee Robinson shall be filed with the City Recorder and recorded in the office of the Davis County Recorder.

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

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 16th DAY OF AUGUST, 2016.**

ATTEST:

FARMINGTON CITY

Holly Gadd
City Recorder

By: _____
H. James Talbot
Mayor

FARMINGTON CITY COUNCIL MEETING
Tuesday, August 20, 2013

CLOSED SESSION 5:00 pm

Motion:

At 6:15 p.m., **John Bilton** made a motion to go into a work session. **Cory Ritz** seconded the motion which was unanimously approved.

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal and Jim Talbot, City Manager Dave Millheim, City Development Director David Petersen, Deputy City Recorder DeAnn Carlile and Recording Secretary Lara Johnson. Council member Jim Young was excused for the work session.

Form-Based Code Presentation

Eric Anderson, from the City's Planning Commission, gave a presentation regarding some of the problems off-street parking may create and how form based codes help to solve those problems.

Historic Landmark Designation – Robinson Buildings and Homes

The Council discussed the letter received from Lagoon regarding their home that was nominated for the City's Historic Landmarks Register located at 104 West 100 North. The letter stated Lagoon does not want their home to be included on the City's Register.

Council members were unaware, until this letter was received, that any property owners were not comfortable being added to the Register. They felt it would be appropriate to table this item until some kind of written approval was received by the Historic Preservation Committee from each property owner of the homes and buildings being nominated for the Register.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Deputy City Recorder DeAnn Carlile and Recording Secretary Lara Johnson

CALL TO ORDER:

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

The invocation was offered by **Cindy Roybal** and the Pledge of Allegiance was led by a scout from the community, **Hayden Wilcox**.

PUBLIC HEARINGS:

Historic Landmark Designation – Robinson Buildings and Homes

David Petersen stated the Historic Preservation Commission are nominating 4 homes and 1 business to the City's Historic Landmarks Register. Each home has a tie to Joseph Lee Robinson or members of his family.

Annette Tidwell, Chair of the Farmington City Historic Preservation Commission, nominated the following homes for the City's Historic Landmarks Register: 127 North Main Street, 104 West 100 North, 94 North 100 West, 67 West 100 North, 79 North Main Street. Each home was built by Joseph Lee Robinson or one of his descendants. Joseph Lee Robinson was one of the first settlers of Farmington and was the first L.D.S. bishop for the area. She provided a brief history of each home. **Annette Tidwell** stated each property owners of the homes were notified of the nomination and to her knowledge, there were no known objections.

Public Hearing opened at 7:21 p.m.

Andre Meekham, representative of the property owners of location 104 West 100 North, which is being nominated for the Register, formally objected to the nomination of this property. The property owners feels this type of status brings restrictions, conditions and burdens without additional benefits. He also said based on Chapter 39 of the City's code, he said it is debatable whether this home qualifies for the Register based on changes that were made to the home prior to and since the current ownership. They would like this property withdrawn from the nomination, but are still supportive of any property owners that would like the designation.

Public Hearing closed at 7:25 p.m.

Mayor Harbertson asked **Annette Tidwell** if there had been anything signed by the property owners stating they would like this designation. **Annette Tidwell** stated that letters went out to all property owners requesting them to contact the Historic Preservation Commission if they did not want to be included in the nomination. She did not hear back from any property owners.

John Bilton applauded the Commission for being very attentive in walking through the full process, but he would like to be sure the home owners to have a clear understanding of what they are signing up for with this designation. In regards to the letter received by Dave Freed, from the Lagoon Investment Company, **John Bilton** felt some wording included was unnecessary; however, the letter will be entered into the record for this meeting.

Cory Ritz counseled the Commission to be sensitive to personal property rights. He would also like an affidavit, a letter or some other written form from each property owner requesting this designation.

Motion:

Cory Ritz made a motion that the City Council table this item to future date to allow for the creation of letters from property owners requesting this designation. The motion was seconded by **Jim Talbot** which was unanimously approved.

PRESENTATION OF PETITIONS AND REQUESTS:

Festival Days Charity Motorcycle Ride Check Presentation to Huntsman Cancer Foundation

Mayor Harbertson, along with **Neil Miller**, **Stefanie Gallagher** and **Sid Young** of the Festival Days Charity Motorcycle Ride, presented a check for \$1410 to **Sally Montgomery**, representative of the Huntsman Cancer Foundation.

Sally Montgomery thanked everyone for the donation as it all goes to funding cancer research. **Mayor Harbertson** thanked **Chris Hansen**. **Mr. Hansen** designated the funds to be donated to the Huntsman Cancer Foundation in honor of his late wife.

Microphones for Council Chambers

Mayor Harbertson said the Council discussed new microphones as the Council has to lean far over to reach the current ones. They felt a headset or a microphone that could be clipped on would be good alternatives. The proposals, as shown in the staff report, were significantly more expensive than anticipated. He does not feel comfortable spending that much on microphones.

Jim Talbot suggested asking the public to raise their hand if at any time they cannot hear the Council. He said he would feel embarrassed to spend that much money on microphones.

Mayor Harbertson asked the Council to please remember to lean forward and talk clearly into the microphone; he asked the public to please raise their hand if at any time they cannot hear the counsel adequately.

Motion:

None.

SUMMARY ACTION

1. Approval of Minutes from August 6, 2013
2. Ambulance Write-offs for FY2013
3. Resolution amending the Consolidated Fee Schedule relating to Recycling Collection Fees
4. Canvass for Primary Election Results
5. Proposed Jeppson Annexation (#A-1-13)
6. Ratification of Approvals of Storm Water Bond Logs

David Petersen clarified that the Jeppson's would like to do a subdivision of approximately 12-14 lots similar to the developments around them. Last time they submitted

CITY COUNCIL AGENDA

For Council Meeting:
August 20, 2013

PUBLIC HEARING: Historic Landmark Designation – Robinson Buildings and Homes

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the enclosed ordinance designating the Robinson buildings and homes as set forth in the recommendation from the Farmington City Historic Preservation Commission, dated July 22, 2013, as historic resource on the Farmington Historic Landmarks Register, except for the Oliver Lee Robinson Home at 67 West 100 North Street.

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: August 8, 2013
SUBJECT: **HISTORIC LANDMARK DESIGNATION-ROBINSON BUILDINGS
AND HOMES**

RECOMMENDATION

1. Hold a Public Hearing,
2. Approve the enclosed ordinance designating the Robinson buildings and homes as set forth in the recommendation from the Farmington City Historic Preservation Commission, dated July 22, 2013, as historic resource on the Farmington Historic Landmarks Register, except for the Oliver Lee Robinson Home at 67 West 100 North Street.

BACKGROUND

The Farmington City Historic Preservation Commission has forwarded the enclosed recommendation dated July 22, 2013, to the Council regarding the placement of the Robinson Buildings and Homes as historic resources on the Farmington Historic Landmarks Register. Recently a demolition permit was issued for the home at 67 West 100 North Street. In anticipation that the Council may not include this home as part of its motion, the recommendation above reflects this exclusion.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2013 - ____

AN ORDINANCE OF THE FARMINGTON CITY COUNCIL DESIGNATING THE ROBINSON BUILDINGS AND HOMES AS HISTORIC RESOURCES ON THE FARMINGTON HISTORIC LANDMARKS REGISTER.

WHEREAS, the Farmington City Council recognizes that the historical heritage of the buildings and homes built by Joseph Lee Robinson and his posterity as some of its most valued and important community assets; and

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

WHEREAS, the Farmington Historic Preservation Committee finds that the buildings and homes built by Joseph Lee Robinson and his posterity satisfy the criteria governing the designation of Historic Resources to the Farmington Historic Landmark Register and has recommended to the Farmington City Council that the buildings and homes built by Joseph Lee Robinson and his posterity be so designated;

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

Section 1. Designation. The home at 127 North Main Street, built in 1923 by Judge Harold H. Robinson, a great grandson of Joseph Lee Robinson (Davis County Tax I.D. #07-025-0023), the home at 104 West 100 North, built in 1874 by Joseph Elijah Robinson, son of Joseph Lee Robinson (Tax I.D. #07-025-0016), the home at 94 North 100 West, built in 1854 by Joseph Lee Robinson (Tax I.D. #07-029-0013), the home at 67 West 100 North, built as a barn in 1872 by Oliver Lee Robinson, son of Joseph Lee Robinson (Tax I.D. #07-029-0014), and the building at 79 North Main Street, built in 1889 as a millinery shop by Joseph Elijah Robinson (Tax I.D. #07-029-025) in Farmington City are hereby designated an Historic Resources on the Farmington Historic Landmark Register.

Section 2. Notice of Listing. A Notice of Listing pertaining to the buildings and homes built Joseph Lee Robinson and his posterity shall be filed with the City Recorder and recorded in the office of the Davis County Recorder.

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

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 20th DAY OF AUGUST, 2013.**

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
Scott C. Harbertson
Mayor

FARMINGTON CITY
HISTORIC PRESERVATION COMMISSION

July 22, 2013

Mayor Scott Harbertson and City Council Members
160 South Main Street
Farmington, UT 84925

Re: Nomination of Robinson homes for the Farmington City Historic Landmarks Register

On Wednesday, July 17th the Farmington City Historic Preservation Commission approved the nomination of five homes on or near 100 North for the Farmington City Historic Landmarks Register. Homeowners had been notified of the nomination, and only one objection resulted in the exclusion of a sixth home. Each of the homes were built by Joseph Lee Robinson or members of his family.

Joseph Lee Robinson, first L.D.S. Bishop of Farmington (originally named North Cottonwood) came to Farmington in 1848, soon after arriving in the Salt Lake Valley. He lived a life of service, and he and his family played an important part in the development and growth of this community. He and others of his family built six homes in the 100 North area and five are recommended for your approval for placement on the City's Historic Landmarks Register. In 2011 these homes were part of the newly formed Main Street Historic District, and all are listed on the National Register of Historic Places.

The homes include:

- *127 N. Main Street, built in 1923, by Judge Harold H. Robinson, a great grandson of Joseph Lee Robinson.
- *104 W. 100 N., built in 1874, by Joseph Elijah Robinson, son of Joseph Lee Robinson.
- *94 N. 100 W., built in 1854, by Joseph Lee Robinson, later owned by his son, Oliver Lee Robinson.
- *67 W. 100 N., built as a barn in 1872, by Oliver Lee Robinson.
- *79 N. Main Street, built in 1889, as a millinery shop by Joseph Elijah Robinson.

Thank you for your consideration.

Sincerely,

Annette Tidwell, Executive Director
Farmington City Historic Preservation Commission

enclosures

Joseph Lee Robinson

94 N. 100 W.

Oliver Lee Robinson
67 W 100 N.

Joseph Elijah Robinson
104 W 100 N.
79 N. Main St.

~~James Henry Robinson~~
68 W 100 N. EXCLUDED

Harold H. Robinson
127 N. Main St.

127 N. Main Street
Judge Harold H. Robinson,
son of James Henry Robinson,
great grandson of Joseph Lee Robinson



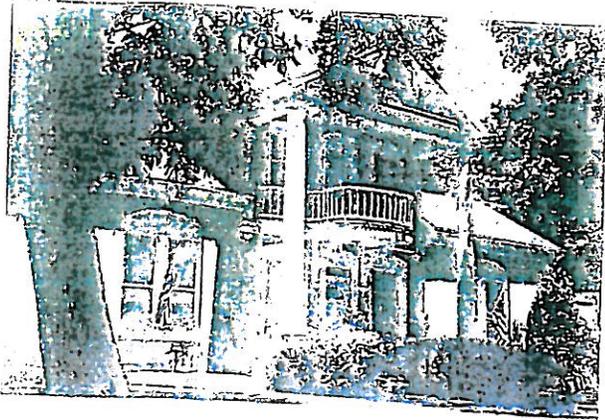
The home was built in 1923, and is reminiscent of the fine homes found on the East Coast. It is a 2-story, hip-roofed colonial style. More is known of Judge Robinson than of the home.

Harold Henry Robinson was born in 1891, to James Henry and Rhymina Chaffin Robinson. He completed 8th grade in Farmington and then went to Brigham Young Academy (there was no high school at the time). He and his wife, Hazel, came back to Farmington in 1920, and he started working for his father, James H., in the Farmington Commercial and Manufacturing Company, which was once located on the northeast corner of Main and State Street. He was asked to be one of the first teachers at Davis High School in 1914, and remained involved in education until his death. He was a Farmington City Treasurer from 1916-1921. He built the home on Main Street in 1923. He was City Recorder from 1928-1929. He was active in the community and served for many years as justice of the peace. He passed away in 1987.

Curtis and Elise Allred currently own the home, and it is listed on the National Register.

104 W. 100 N.

Joseph Elijah Robinson



The home was built in 1874, as a two room home, constructed with adobe bricks. Joseph E. was married in 1874, and moved into the home soon after. Two rooms were added upstairs. It had Green Revival Pillar Poles on the front, with a small porch balcony with a gable roof.. Joseph E.'s son, Dr. Robert C. Robinson, moved into the home about 1920, soon after he graduated from dental college. He and his wife, Delilah, made some improvements to the home and it became a "showplace" of elaborate gardens, play areas for children, statues, and rooms with floor to ceiling murals.

In 1986, the home was sold to Lagoon Investment Corporation, and it is included in the Farmington Main Street Historic District and is listed on the National Register.

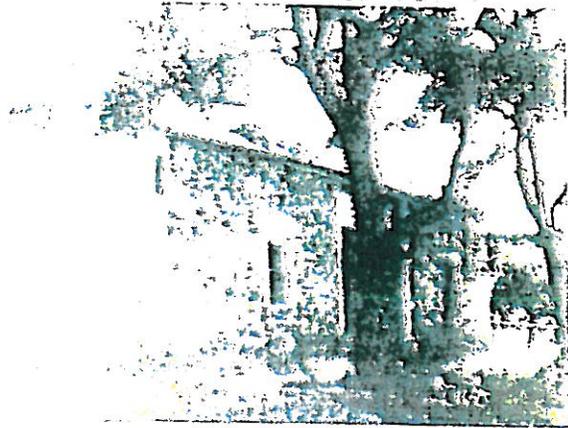
94 N. 100 W.
Joseph Lee Robinson



Home built in 1854, by Joseph Lee Robinson. His journal reads "Laying adobe, making wall, haying, watering crops. I have built one house 42 feet long with 3 rooms, a fireplace in each room, in the city of Farmington". Later additions included a kitchen and back bedrooms and an upstairs. The home is of adobe bricks with an outside layer of plaster for preservation. Joseph and each of his five wives are believed to have lived in the home for some portion of their married lives. Joseph's son, Oliver Lee, also lived in the home with his first and third wives. Oliver's son, James Henry, also lived in the home during the time the first six of his nine children were born.

Jeff and Kristen Gregson currently own the home, and in 2010 added a garage, family room, laundry room, downstairs rooms, and an upstairs bedroom and bath. The south side addition did not change the original structure. The home is listed on the National Register.

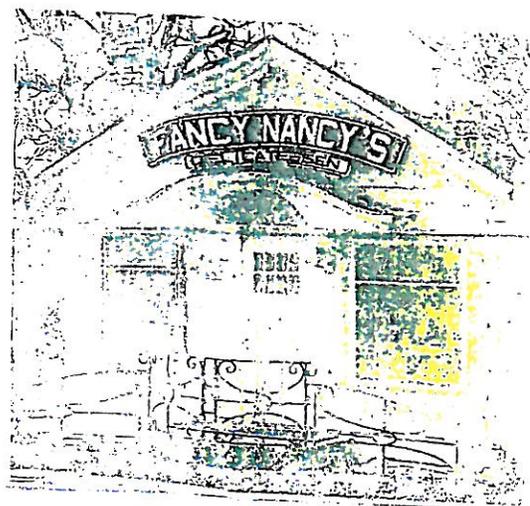
67 W. 100 N.
Oliver Lee Robinson Rock Barn



Built about 1872, by Oliver Lee Robinson during the time he lived in the home at 94 N. 100 W., which was directly west of the barn. It was used some twenty five years as a hay and animal barn, and then was converted into a home around the early 1900's when it was sold out of the Robinson family. In 1948, when Fred and Zelda Tidwell bought the home, it did not have indoor plumbing and was only heated with a large black coal range in the kitchen. There was no landscaping done and no outdoor buildings. The original structure has not been changed other than adding a utility porch and patio on the south side. The walls are 18" solid rock, with a rock foundation extending three feet into the ground. Original wooden pegs and mahogany logs are visible in the upstairs.

The home is currently owned by Annette Tidwell, and is listed on the National Register.

79 N. Main Street
Joseph Elijah Robinson



Built in 1889-1890, Joseph Elijah Robinson, son of Joseph Lee Robinson, originally built it as a millinery shop for his wife, Dorothy, and her partner, Mary E. Cowley. It is adobe brick. It was built as a one level building, with a long room in the front with a cross wing at the back. There have not been any additions. It has been used as a home, and a variety of businesses such as a restaurant, floral shop, copy shop, pie shop, clothing store, and now used as offices.

It is currently owned by Olde Millinery Investment LLC, is included in the Farmington Main Street Historic District, and is listed on the National Register.

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: August 8, 2016

SUBJECT: REAL ESTATE PURCHASE CONTRACT FOR LAND LOCATED AT APPROXIMATELY 170 SOUTH MAIN, FARMINGTON UTAH

RECOMMENDATION

Authorize the Mayor to execute the attached purchase agreement for the Wheeler home and land known as parcels 07-034-0017 and 07-034-0132 on the Davis County tax rolls for the purchase price of \$195,000 plus settlement charges to be paid from the General Fund Balance. *Please note that settlement costs will be finalized at closing.*

BACKGROUND

The property known as the Wheeler Home is located immediately south and abutting City Hall. The City has multiple possible public benefit uses for the site including, but not limited to additional parking, better traffic circulation around the City Hall campus and elementary school, affordable housing and/or future expansion needs when determined.

The City has no current plans for use of the property. We are recommending the purchase to address the long term growth needs of the City Hall complex and to better manage parking and traffic circulation around City Hall. We have a willing seller and an appraisal has been completed for the contract price. No agents have been involved so we saved on commission costs. Staff is currently putting together a number of site plan proposals and cost estimates for what could be done with the property in terms of additional parking and access until a long term plan is developed for the property.

Respectfully Submitted

Dave Millheim
City Manager

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 8th day of August, 2016 ("Offer Reference Date") Farmington City ("Buyer") offers to purchase from Wheeler, Charles E & Susan - Trustees ("Seller") the Property described below and **[X] delivers to the Buyer's Brokerage with this offer, or [] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23)**, Earnest Money in the amount of \$ 10,000 in the form of cashier's check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage N/A (self-represented) Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. **PROPERTY:** Two parcels located south of Farmington City Hall (approx. 170 S Main St.) also described as Parcel ID: 07-034-0017 & Parcel ID: 07-034-0132 City of Farmington County of Davis, State of Utah, Zip 84025 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 **Included Items (specify)** _____

1.2 **Excluded Items (specify)** _____

1.3 **Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. **PURCHASE PRICE.** The Purchase Price for the Property is \$ 195,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ <u>10,000</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.
\$ _____	(b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
\$ _____	(c) Seller Financing (see attached Seller Financing Addendum)
\$ <u>185,000</u>	(d) Balance of Purchase Price in Cash at Settlement
\$ <u>195,000</u>	PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

Page 1 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; _____ Hours after Closing; _____ Calendar Days after Closing; Other (explain) _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC: Seller's Agent N/A, represents Seller both Buyer and Seller as a Limited Agent; Seller's Brokerage N/A, represents Seller both Buyer and Seller as a Limited Agent; Buyer's Agent N/A, represents Buyer both Buyer and Seller as a Limited Agent; Buyer's Brokerage N/A, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

J. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ NA. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. _____
 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>August 15, 2016</u>	(Date)
(b) Due Diligence Deadline	<u>August 22, 2016</u>	(Date)
(c) Financing & Appraisal Deadline	<u>N/A</u>	(Date)
(d) Settlement Deadline	<u>September 26, 2016</u>	(Date)

25. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 AM PM Mountain Time on August 9, 2016 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

© COPYRIGHT© UTAH ASSOCIATION OF REALTORS® - 7.4.04 - REVISED - 4.22.10 - ALL RIGHTS RESERVED

UAR FORM 19



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: August 16, 2016

SUBJECT: **CONSIDER APPROVAL OF GREAT WESTERN LANDSCAPE TO CONSTRUCT THE 650 WEST IRRIGATION PROJECT**

RECOMMENDATION

Approve the contract and bid from Great Western Landscape for the construction of the sprinkler system for the 650 West Park in the amount of \$224,660.00 to be paid from the to be paid from the 650 West Park fund.

BACKGROUND

The City received 2 bids for the 650 West Irrigation System Project as shown below and will begin construction in 2 to 3 weeks. The project includes the installation of the irrigation system for a portion of the park. City staff recommends awarding Great Western Landscape the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

- | | | | |
|----|-----------------|-------------------------|-----------|
| 1. | Bid Tabulation: | Great Western Landscape | \$224,660 |
| | | RBI | \$227,000 |
| 2. | Contract | | |

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

SECTION 00520**STANDARD FORM OF AGREEMENT**

THIS AGREEMENT is by and between Farmington City ("Owner") and Great Western Landscape ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

650 West Irrigation System Project

ARTICLE 2 – THE PROJECT

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

Sprinkler irrigation installation.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farmington City (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

A. All the work will be completed by December 1, 2016 and all other Work will be substantially completed on or before April 21, 2017, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before April 21, 2017.

based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by the State.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (Pages 1 through 7, inclusive)
 2. Performance bond (Pages 1 through 3, inclusive)

3. Payment bond (Pages 1 through 3, inclusive)
4. General Conditions (Pages 1 through 62, inclusive)
5. Supplementary Conditions (Pages 1 through 15, inclusive)
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 7 sheets with each sheet bearing the following general title: "Farmington City Irrigation Set – Phase 2"
8. Addendum 1 .
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Schedule of Values
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and

moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Farmington City _____

By: _____

By: _____

Title: _____

Title: _____

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

Attest _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Farmington City _____

PO Box 160 _____

Farmington, Utah 84025 _____

License No.: _____

(Where applicable)

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

Agent for service of process:

END OF SECTION

CITY COUNCIL AGENDA

For Council Meeting:
August 16, 2016

S U B J E C T: Discussion of Revised Boundaries and Public Improvements for Proposed Special Assessment Area (SAA)

ACTION TO BE CONSIDERED:

Discussion Only.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim.

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BELTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: August 8, 2016

SUBJECT: DISCUSSION OF REVISED BOUNDARIES AND PUBLIC IMPROVEMENTS FOR PROPOSED SPECIAL ASSESSMENT AREA

RECOMMENDATION

Discussion only – No action proposed at this time.

Staff will be discussing with the City Council the status of extension agreements being called in the area of the New High School and Elementary School and how they relate to the proposed Special Assessment Area is City is considering at this time.

BACKGROUND

For some months staff has been working on a variety of methods and plans to get roads improved, sidewalks built, new curb and gutter, and asphalt extensions in the area around the new Elementary School and Farmington High School. The north/south routes being considered for improvements are 1525 West, 1100 West, 650 West, portions of Glovers Lane and a few side streets. All of these streets need some form of repair and/or finishing to handle the traffic growth coming from these new schools. Parents and residents are also very vocal about sidewalks needed in these areas to address safe route to school programs.

Davis County, the Davis School District and the City stepped up significantly to address some improvements to 1100 West in the area of Farmington Creek. Sidewalks, asphalt extensions, curb and gutter are still needed north of Farmington Creek. Development opportunities are presenting themselves for such improvements along 1525 West and we will be discussing those at a future Council meeting.

The City Council directed staff to carefully look at what improvements are needed along 650 West and a portion of Glovers Lane and to consider getting these improvements done through a three way financing plan. The City would bear a substantial portion for the

system improvements. Davis School District would bear a significant portion for those portions abutting the new High School and the area residents would bear approximately one-third of the cost via the proposed creation of a Special Assessment Area (SAA).

The first step in the creation of an SAA is to pass a Notice of Intent Resolution to form one. This is a perfunctory but very important step. It sets the boundaries of the proposed SAA, starts a notice process for property owners affected, sets future public hearing dates, etc. Staff was prepared to recommend moving forward with that step on August 16th but we are going to delay bringing that to the City Council until September 6th. It is very important that that Council before passing the Notice of Intent Resolution fully understand all the effects of the existing extension agreements in the immediate area.

Staff is going to recommend increasing the size of the proposed SAA to cover portions of 1100 West, Glovers Lane, 500 South and 650 West beyond what has been discussed in prior work sessions. There are multiple positive reasons for so doing which we will discuss at the Council meeting and for which we seek Council direction BEFORE we publish the Notice of Intent Resolution. I will explain some of those reasons now so you have time to think about them before the meeting:

1. Almost all of the existing extension agreements have language in them, signed to by the property owners (in some cases many years ago) which surrender their right to protest the formation of an SAA. Residents may not like it but almost all have contractually obligated themselves to putting in the improvements outlined in the extension agreements.
2. When you factor in the total value of the extension agreements and the fact protests in those cases do not have to be counted, the City will be under the protest threshold percentage required to form the SAA.
3. Residents along the streets mentioned above and those abutting those streets are very concerned about sidewalks and providing safe routes to school. Since SAA's by their nature are sometimes negative and problematic to form, Staff believes it better to swallow that medicine all at once rather than in small doses. By this I mean, we think it wiser to expand the proposed SAA and capture those portions where additional extension agreements exist and we can get those street improvements completed before the High School opens.
4. We have been going the extra step (not required by law or process) of hosting neighborhood meetings and one on ones with affected property owners and discussing with them the proposed SAA and how it affects their individual frontage. It is important to point out that none of the proposed expansion of the SAA boundaries will change any of the proposed assessments of those we have already spoke with. This is because under the statue we can only assess those costs directly attributable to the frontage of those parcels. Enlarging the SAA will cost more for those other property owners we would be bringing in at this time.
5. Our question is simple – If we have these extension agreements which were created for exactly the purpose of getting these public improvements in – Is there going to be a better time or reason for calling them now in conjunction with an enhanced SAA?

6. The SAA gives those affected property owners the value of **the** improvements and a ten year payment plan with the City acting as the bank with very favorable terms. Calling the extension agreements all due and payable at once (which the agreements allow for) is a very painful financial exercise for **those** affected.

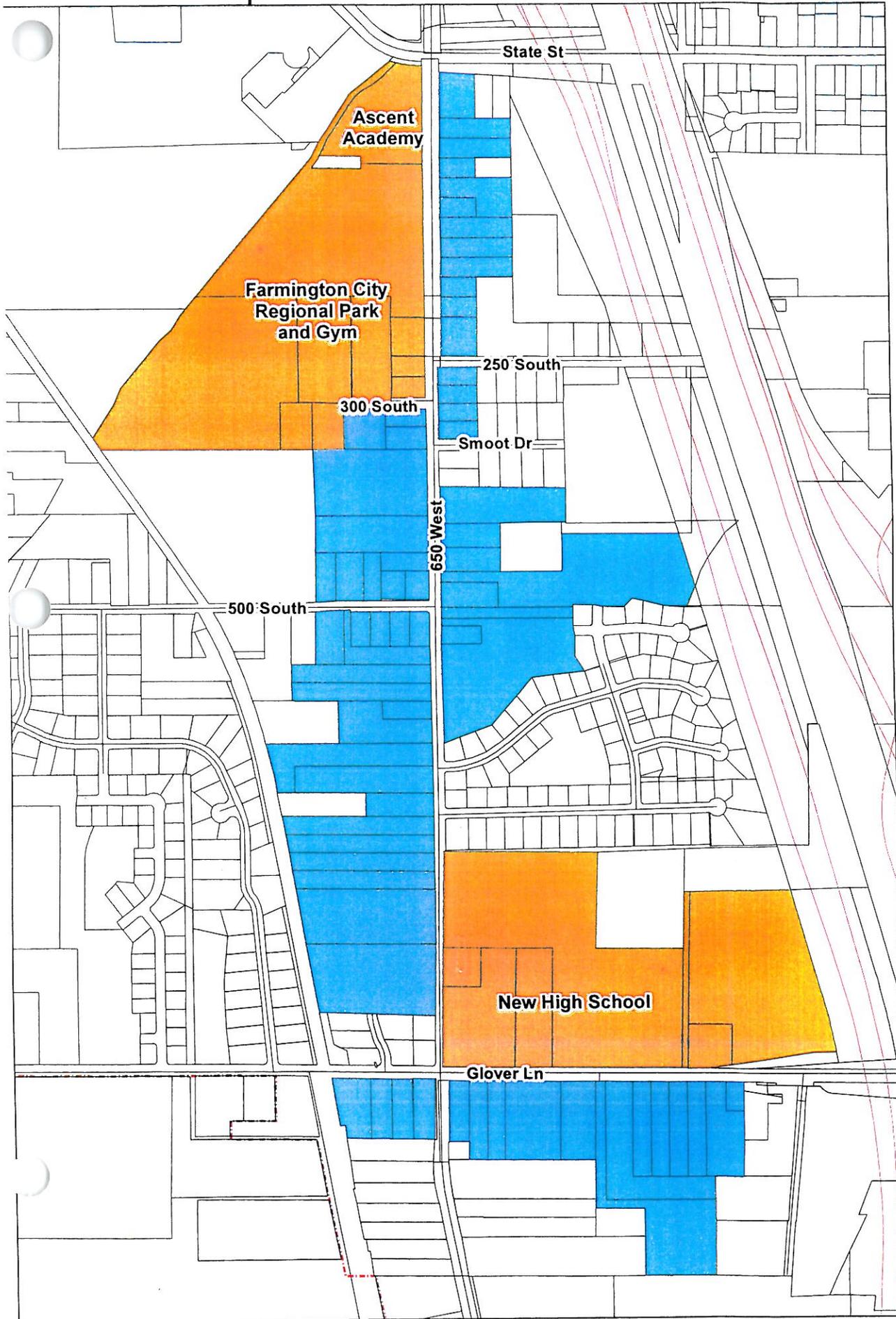
We have provided additional maps of the proposed SAA boundaries and will be discussing those with the Council at the meeting. Our primary goal is to make sure the Council is comfortable with the proposed boundaries and proposed public improvement contained therein. Once we publish the Notice of Intent Resolution, we do not want to have to go back, start over or modify it if the Council is not comfortable with the changes we are suggesting for your consideration.

Respectfully Submitted

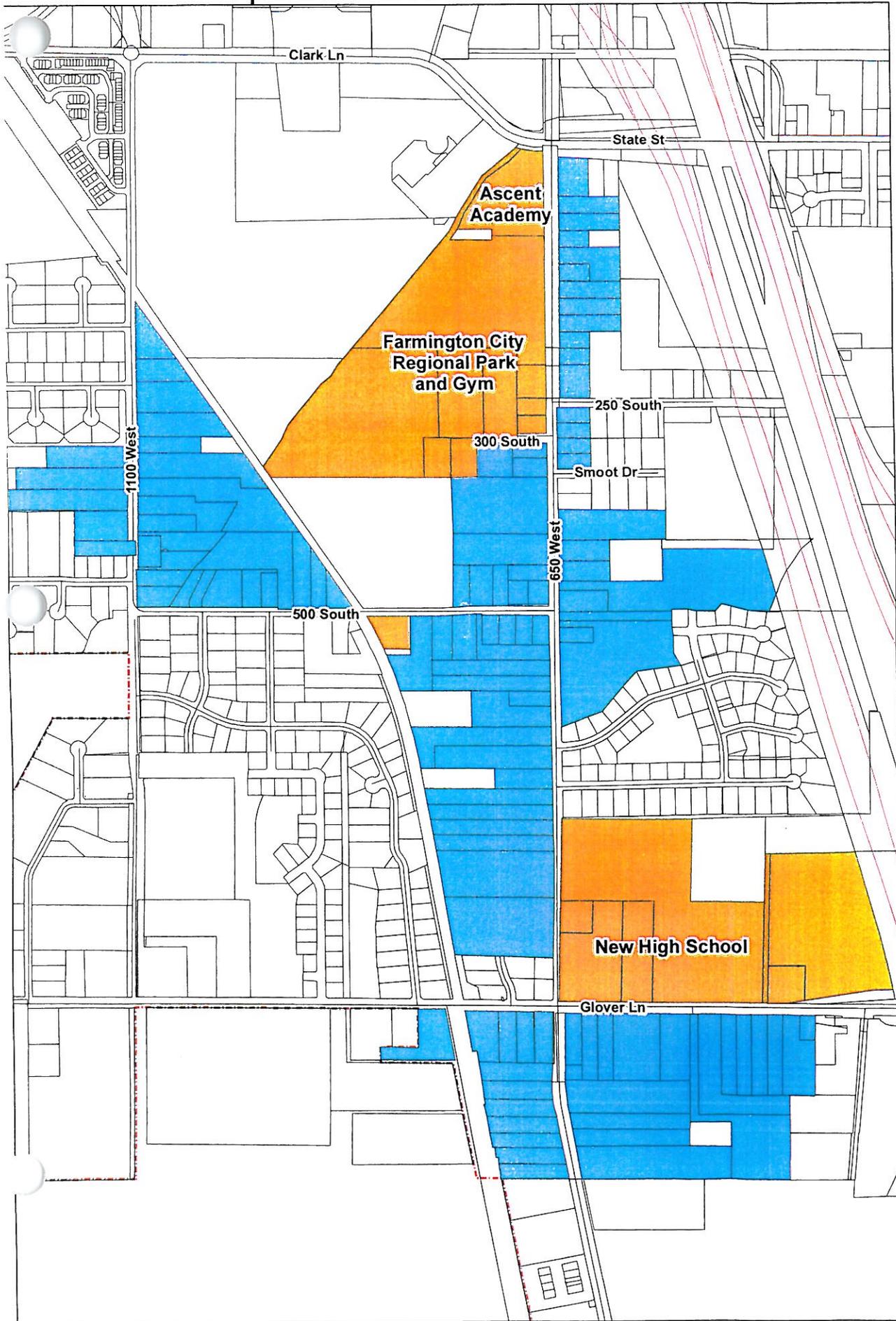


Dave Millheim
City Manager

650 West Special Assessment Area



Expanded 650 West Special Assessment Area



CITY COUNCIL AGENDA

For Council Meeting:
August 16, 2016

SUBJECT: City Council Committee Reports

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

The City Council will give an update on the various committees they serve on.

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:
August 16, 2016

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held August 4, 2016

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



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson – Associate City Planner
Date: August 5, 2016
SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD AUGUST 4, 2016

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on June 23, 2016 [note: four commissioners attended the meeting—Chair Rebecca Wayment, Alex Leeman, Dan Rogers, Heather Barnum, Kent Hinckley, and Connie Deianni. Excused commissioner was Brett Gallacher.

Item 3 Janez Jeraj (Public Hearing) – Applicant is requesting conditional use approval to exceed the 25% floor area restriction for a home occupation as set forth in Section 11-35-103(9) of the Zoning Ordinance; the subject property is located at 1357 North Compton Road in an LR-F (Large Residential - Foothill) Zone. (C-10-16)

Voted to recommend the conditional use permit for approval as written in the staff report, with condition 1 being struck:

Vote: 6-0

Item 4 Farmington City (Public Hearing) – Applicant is requesting a text amendment of the Sign Ordinance regarding standards for electronic message signs related to public uses, and other miscellaneous changes related to the same.

Voted to recommend the requested sign text amendment be denied by the City Council based on the following findings:

- 1 – Electronic message signs are oftentimes obtrusive;*
- 2 – Allowing for public entities to use electronic message signs could potentially open the door for the proliferation of electronic message signs by other, private or quasi-public entities because of Reid v. City of Gilbert;*

3 – *Electronic message signs, such as those used by other cities, do not effectively get the message out, i.e. one often gets only a partial message.*

Vote: 6-0

Respectfully Submitted



Eric Anderson
City Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
August 16, 2016

S U B J E C T: Mayor Talbot & City Council Reports

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