

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 regarding the street utility fee, tree pilot program and 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, January 16, 2018, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

PUBLIC HEARINGS:

7:05 Zone Text Amendment to Chapter 27 Planned Unit Developments

7:10 Mountain View PUD Subdivision Schematic Plan, Preliminary (PUD) Master Plan, and Rezone

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

7:35 Minute Motion Approving Summary Action List

1. Approval of Minutes from January 2, 2018
2. Agreement for Municipal Advisory Service – Zions Bank
3. Station Park North Subdivision Improvements Agreement
4. Rock Mill Lane Improvements
5. Residences at Farmington Hills Improvements Agreement

GOVERNING BODY REPORTS:

7:40 City Manager Report

7:45 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 January, 2018.

FARMINGTON CITY CORPORATION

By:  _____
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:
January 16, 2018

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

It is requested that City Councilmember Rebecca Wayment give the invocation to the meeting and it is requested that City Councilmember 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:
January 16, 2018

PUBLIC HEARING: **Zone Text Amendment to Chapter 27 Planned Unit Developments**

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the enclosed ordinance as recommended by the Planning Commission amending Chapter 27 of the Zoning Ordinance, including the findings set forth in the staff report (Findings 1-3).

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

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
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 16, 2018

SUBJECT: **ZONE TEXT AMENDMENT TO CHAPTER 27
PLANNED UNIT DEVELOPMENTS**

RECOMMENDATION

Move that the City Council approve the enclosed ordinance as recommended by the Planning Commission amending Chapter 27 of the Zoning Ordinance, including the findings set forth below.

Findings for Approval:

1. The changes make clear that the PUD overlay is a legislative act, and the City Council is the approval authority, and not the Planning Commission.
2. Both references in the chapter regarding public and private streets now state the same thing (that is, private streets may be acceptable at the sole discretion of the City), and the amendments reinforce the policy that if the City approves private streets as part of the PUD process, such streets must be constructed to City standards.
3. Amended submittal standards reflect what is already required by staff.

BACKGROUND

The purpose of the proposed amendments to Chapter 27 is to rectify inconsistencies and/or correct the text discussed in the three points below regarding streets, approval authority, and submittal requirements for PUD applications.

- a. Streets. Section 11-27-120 K states “All streets in a planned unit development shall be a dedicated public street built to Farmington City standards unless otherwise approved by the city council”. Meanwhile, the last sentence of Section 11-27-010 maintains that “all streets in planned unit developments shall be dedicated public streets . . .” but provides no exceptions.
- b. Approval Authority. As set forth in Sections 11-27-040 and 11-27-080, consideration of a PUD is a legislative act per Chapter 6 of the Zoning Ordinance whereby the planning commission’s role is to provide a recommendation to the city council. However, in other sections of Chapter 27 the existing text is written so that the planning commission and city

council both approve such things and preliminary and final PUD master plans, and other determinations as well.

c. Submittal Requirements. Presently, codified application standards require the submittal of 6 copies of the preliminary and final master plans---when in practice it is necessary that the city receive 7 copies, and an electronic copy also.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2018 -

AN ORDINANCE AMENDING CHAPTER 27 OF THE FARMINGTON CITY ZONING ORDINANCE REGARDING STREETS, APPROVAL AUTHORITY, AND SUBMITTAL REQUIREMENTS. (ZT-5-17).

WHEREAS, the Planning Commission has held a public hearing in which the proposed text changes for Title 11, Chapter 27 of the Farmington City Municipal Code were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

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

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

Section 1. Amendment. Chapter 27 of Title 11 of the Farmington City Municipal Code is hereby amended to read in its entirety as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 18th day of January, 2018.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

Exhibit "A"

Chapter 27 PLANNED UNIT DEVELOPMENT (PUD)

11-27-010: PURPOSE:

11-27-020: DEFINITION:

11-27-030: COMBINATION WITH RESIDENTIAL ZONES:

11-27-040: DESIGNATION ON THE OFFICIAL MAP:

11-27-050: PREAPPLICATION CONFERENCE:

11-27-060: PRELIMINARY PUD MASTER PLAN:

11-27-070: PRELIMINARY PUD MASTER PLAN REVIEW BY PLANNING COMMISSION:

11-27-080: CITY COUNCIL ACTION ON PRELIMINARY PUD MASTER PLAN:

11-27-090: FINAL PUD MASTER PLAN:

11-27-100: FINAL PUD MASTER PLAN REVIEW BY PLANNING COMMISSION:

11-27-110: FINAL PUD MASTER PLAN REVIEW BY THE CITY COUNCIL:

11-27-120: STANDARDS AND REQUIREMENTS:

11-27-130: PERMANENT PROTECTION OF PLANNED UNIT DEVELOPMENT OPEN SPACE:

11-27-140: PERFORMANCE BOND AND GUARANTEE OF IMPROVEMENTS:

11-27-150: COVENANTS AND RESTRICTIONS:

11-27-155: WAIVER:

11-27-160: TIME LIMIT:

11-27-010: PURPOSE:  

The intent of this chapter is to promote flexibility in site design, to achieve, for example, the clustering of buildings, the mixture of housing types, and the combining of housing with supplementary uses such as commercial centers, business parks or other multiple use centers, etc. This chapter is also intended to promote better design of residential developments through the use of design professionals. It is further intended that a planned unit development will provide for more open space, more public amenities, and the preservation of natural features such as floodplains and steep slopes that would not be possible under traditional development techniques. This chapter, however, will not allow flexibility in the design and construction of streets. All streets in planned unit developments shall be **whether private or** dedicated public streets **and shall** conform to the minimum improvement requirements of the subdivision standards, except for parking areas in apartment complexes. (Ord. 2005-31, 8-3-2005; amd. 2016 Code)

11-27-020: DEFINITION:  

A planned unit development is a large scale, predominantly residential development in which the regulations (except streets **construction standards**) of the underlying zone are waived to allow flexibility and innovation in site and building design in accordance with a PUD master plan approved

by the planning commission and city council. Accessory nonresidential uses may be included in the development, as determined by the planning commission, to provide a necessary service to the residents of the development. (Ord. 2005-31, 8-3-2005)

11-27-030: COMBINATION WITH RESIDENTIAL ZONES:

A planned unit development shall be considered only in the AA, A, AE, LS, S, LR, R, R-2, R-4, R-8, BP, BR, C, OTR (single-family residential only), NMU, CMU and B (single-family residential only) zones. The provisions of this chapter shall prevail in cases of conflict between this chapter and other chapters (the provisions of the foothill ordinance shall be more restrictive than this chapter). (Ord. 2014-07, 3-4-2014)

11-27-040: DESIGNATION ON THE OFFICIAL MAP:

A planned unit development designation shall be used in combination with existing zones as designated above and not applied to a land area independently. The planned unit development designation (PUD) shall become a suffix to the zone with which it is combined; for example, R-8 (PUD). Approval of the planned unit development shall be accomplished in the same manner as other amendments to the official zoning map in compliance with [chapter 6](#) of this title. (Ord. 2005-31, 8-3-2005)

11-27-050: PREAPPLICATION CONFERENCE:

To obtain information and an interpretation of this chapter and other provision in this title that pertain to planned unit developments, each applicant shall confer with the city planner and other Farmington City staff members as appropriate in a PUD concept plan preapplication conference before a preliminary PUD master plan is submitted. The submission of general outlines of the proposal, sketch plans and other conceptual documents are appropriate at this time. The city planner shall furnish the applicant with written comments regarding the conference, including appropriate recommendations to assist the applicant in the preparation of a preliminary PUD master plan. These comments and recommendations must be considered as guidance and as assistance to the applicant pending official action by Farmington City on the submitted preliminary PUD master plan. (Ord. 2005-31, 8-3-2005)

11-27-060: PRELIMINARY PUD MASTER PLAN:

All applications for approval by Farmington City of a preliminary PUD master plan, shall include ~~six~~ **seven** (67) copies, **and one electronic copy**, of the proposed preliminary PUD master plan. This development plan shall contain the following written documents:

A. Legal Description: A legal description of the total site proposed for development, including a statement of present and proposed ownership.

B. Development Schedule: A development schedule indicating the approximate date when construction of the planned unit development or stages of the planned unit development can be expected to begin and be completed.

C. Tabulations: A tabulation of the following: total number, by type, of dwelling units; total acreage of the site and the percentages thereof to be designated for various uses, i.e., parking, open space, streets, commercial, residential, etc.; gross and net dwelling unit densities and an estimate of the project population; anticipated number of employees, proposed lot coverage ratio of buildings and structures.

D. Site Plan, Maps: Site plan and supporting maps:

1. Topographic maps of the site, including contour intervals of no greater than two feet (2'). This map should include existing conditions such as a drainage channel, floodplain, other unique natural features and natural vegetation coverage.
2. General location and size of all dwellings and other structures in the planned unit development.
3. Proposed circulation system and parking areas, including streets, pedestrian pathways, ingress and egress and recreational vehicle storage areas and proposed outdoor lighting.
4. Parks, common open spaces, semiprivate open spaces, playgrounds, school sites and other public and private recreational facilities and improvements proposed for the planned unit development.
5. An existing and proposed utility system plan, including sanitary sewers, culinary water, stormwater and easements for electricity, natural gas and telephone, etc. This plan should also indicate from which point the utilities will be extended.
6. A landscaping plan indicating the general type, location and treatment of trees, shrubs, ground covers and plan materials used for private and common open spaces and a preliminary layout of the sprinkling system. The retention of healthy existing trees and other vegetation is strongly encouraged.
7. The proposed treatment of the perimeter of the planned unit development, including materials and techniques used such as terms, planting screens, fences and walls.
8. Preliminary subdivision plat, if the entire planned unit development is being subdivided in no more than one phase or plat, as required in the Farmington City subdivision standards showing the layout of all lots.
9. Location of any proposed signs.

E. Elevations: Preliminary elevations, including building heights and appropriate perspectives of all building types proposed within the planned unit development, to clearly show the nature, building materials, design and layout of the development site.

F. Control Of Property Evidenced: Evidence that the applicant has sufficient control over the subject property to effectuate the proposed plan.

G. Additional Information: Other materials data and studies as may be required by either the city planner or the planning commission. The applicant may ask for a preliminary planning commission review as an agenda item to assist in establishing the type, need and extent for specific materials, data or studies. These may include, but not be limited to, the following:

1. An economic feasibility study or market analysis showing the need or basis for the planned unit development.
2. Seismic, special topographic and soils studies.
3. Other studies identified as being necessary because of the uniqueness of the proposed planned unit development site or its general surroundings. (Ord. 2005-31, 8-3-2005)

11-27-070: PRELIMINARY PUD MASTER PLAN REVIEW BY PLANNING

COMMISSION:

The planning commission shall review the application for approval of a planned unit development designation and the preliminary PUD master plan at a public hearing. The planning commission shall either **recommend the city council** approve the application and plan as presented, **recommend the city council** approve it subject to certain conditions, table the application pending receipt of required materials, data, studies and information, or **recommend the city council deny** ~~disapprove~~ it. **Any recommendation for a** Approval of the preliminary PUD master plan shall be made only after the planning commission makes the following findings:

- A. Layout: The proposed layout will provide a more pleasant and attractive living environment than a conventional development established under the strict applications of the provisions of the underlying zones. The planning commission shall consider the architectural design of the buildings and their relationship on the site and their relationship to development beyond the boundaries of the proposed planned unit development. The planning commission shall consider the landscaping and screening as related to the several uses within the proposed planned unit development and as a means of its integration into its surroundings.
- B. Consideration Of Adjacent Property: The proposed planned unit development will create no detriment to property adjacent to the planned unit development and to this end the planning commission may require that the uses of least intensity or greatest compatibility be arranged around the boundaries of the project. The planning commission may require that yard and height requirements for the adjacent zone apply on the periphery of the planned unit development.
- C. Efficient Use Of Land: The proposed planned unit development will provide more efficient use of the land and more usable open space than a conventional development permitted in the underlying zone. The planning commission shall consider the residential density of the proposed development and its distribution.

D. Compensation For Increased Density: The increased density allowed within the planned unit development will be compensated by better site design and by the provision of increased amenities, common open space and recreational facilities. To ensure this requirement is achieved, site plans and other plans should be prepared by design professionals.

E. Hazards Not Increased; Recommendations: Any variation allowed from the development standards of the underlying zone will not increase hazards to the health, safety or general welfare of the residents of the proposed planned unit development. Based on its action on the preliminary PUD master plan, the planning commission shall make recommendations to the city council. A recommendation for approval of the preliminary PUD master plan shall also include a list of recommendations for deviation from the requirements of the underlying zone requirements. (Ord. 2005-31, 8-3-2005)

11-27-080: CITY COUNCIL ACTION ON PRELIMINARY PUD MASTER PLAN:

The city council shall review the application for a planned unit development designation to be added as a suffix to an underlying zone. The city council shall also review and take action on the preliminary PUD master plan at a public hearing in accordance with [chapter 6](#) of this title. (Ord. 2005-31, 8-3-2005)

11-27-090: FINAL PUD MASTER PLAN:

A. Submittal: Following the public hearing on a preliminary PUD master plan and prior to designation of a planned unit development, in combination with an underlying zone, ~~six~~ **seven** (67) copies, **and one electronic copy**, of the final PUD master plan shall be submitted to the city planner. Any failure to submit a final PUD master plan on the proposed planned unit development or any portion thereof within one year of the approval of the planned unit development designation and the preliminary PUD master plan shall terminate all proceedings and render the proposed planned unit development null and void.

B. City Planner Review: The city planner shall review the final PUD master plan to assure that it is in compliance with the requirements of this chapter. The planning commission shall not place any final PUD master plan on the planning commission agenda until all items required have been submitted or are omitted for good cause. The final PUD master plan will allow the planning commission to review all the information required for the preliminary PUD master plan in its finalized, detailed form. The final plan shall not vary substantially from the previously approved preliminary PUD master plan. The final PUD master plan shall be deemed in substantial compliance with the preliminary PUD master plan; provided, that:

1. The lot areas do not vary by more than ten percent (10%);
2. A reduction of the area designated for common open space is no more than five percent (5%);
3. An increase in the floor area proposed for nonresidential uses is no more than five percent (5%);
4. An increase in the ground coverage ratio by all buildings is no more than five percent (5%).

C. Variation From Preliminary Plan: If it is determined that the final PUD master plan does vary substantially from the preliminary PUD master plan, the applicant must repeat the procedure outlined in sections [11-27-060](#) and [11-27-080](#) of this chapter before further action shall be taken on the final PUD master plan. The applicant may be required to pay additional fees, as determined by the city manager, for the repeated procedures required.

D. Required Information: The final PUD master plan shall contain all of the site plans and maps required for the preliminary PUD master plan in a finalized format. Specifically it shall contain the following:

1. Tabulations of all dwelling units to be constructed by types and number of bedrooms per unit (if multi-family);
2. Detailed site plan with complete dimensions showing precise locations of all buildings and structures, lot or parcel sizes and locations, designations of common spaces and special use areas, detailed circulation pattern;
3. Dimensioned parking layout and traffic circulation pattern, including streets, location of individual parking stalls and all areas of ingress and egress and outdoor lighting;
4. Final exterior design for all building types, presented as exterior perspectives or exterior elevations;
5. Detailed engineering plans or final subdivision plat showing site grading, street improvements, drainage and public utility location;
6. Detailed landscaping plans with a legend showing the types and sizes of all planting materials and their locations, decorative materials, recreation equipment, sprinkler or irrigation systems and any recreation related outdoor lighting;
7. The fully executed declaration of covenants, conditions and restrictions, together with open space easements and other bonds, guarantees or agreements as required by this chapter or as deemed necessary by the planning commission and/or the city attorney. (Ord. 2005-31, 8-3-2005)

11-27-100: FINAL PUD MASTER PLAN REVIEW BY PLANNING COMMISSION:



A. Action By Planning Commission: The planning commission shall review the submitted final PUD master plan and may **recommend the city council** approve or disapprove it. The planning commission may **recommend the city council** approve the final PUD master plan if they find that the proposed planned unit development meets all of the requirements of this chapter, that it is in substantial compliance with the approved preliminary PUD master plan and that it meets the objectives and purposes of this chapter. The planning commission may ~~impose~~ **recommend** conditions with the **recommendation of** approval of the final PUD master plan that will ensure that the proposed PUD meets with the objectives of this chapter.

B. Phased Development: Development plans for an approved preliminary PUD master plan may be submitted in phases, provided each phase can exist as a separate unit capable of independently meeting all the requirements and objectives of this chapter. If the planned unit development is developed in phases, the required open space and approved recreational facilities shall be developed in proportion to the number of dwelling units intended to be developed during any given development phase, unless it is determined ~~by the planning commission~~ that a greater amount of open space and recreation facilities must be provided in order to assure that these spaces and facilities can function properly.

C. Fees: All final plans shall be accompanied by the appropriate fee, as specified from time to time by the city council. (Ord. 2005-31, 8-3-2005)

11-27-110: FINAL PUD MASTER PLAN REVIEW BY THE CITY COUNCIL:

The city council shall review the final PUD master plan after review ~~and approval~~ by the planning commission. If the city council finds that the proposed planned unit development meets the objectives and purposes of this chapter, it may approve the final PUD master plan subject to, but not limited to, the following:

A. Building Permit: No building permit for any portion of the proposed planned unit development shall be issued until the final PUD master plan has been approved and all necessary subdivision ordinance requirements have been met. Building permits may be issued in accordance with the approved final PUD master plan even though the yard requirements, building heights, minimum lot sizes, etc., differ from the requirements of the underlying zone in which the development is proposed.

B. Permanent Protection: Permanent protection of planned unit development open space, performance bonds, guarantee of improvements, covenants and restrictions. All provisions pertaining to the requirements cited in sections 11-27-130, [11-27-140](#) and [11-27-150](#) of this chapter shall be met as required in the approved conditions of the planned unit development prior to city council final approval. (Ord. 2005-31, 8-3-2005)

11-27-120: STANDARDS AND REQUIREMENTS:

A. Minimum Area: The minimum area for a planned unit development shall be five (5) acres in AA, A, AE, LS and S zones, two and one-half (2¹/₂) acres in LR, R and R-2 zones, and one and one-half (1¹/₂) acres in R-4 and R-8 zones. Any proposal for a planned unit development in areas smaller than those cited above, may be approved ~~by the planning commission~~ based upon the specific conditions related to the site upon which the development is proposed. Smaller planned unit developments are encouraged in the older historical parts of the city in order to use lot interiors where unique conditions may exist.

B. Base Density: The base density of the planned unit development shall be determined by the development of a yield plan, as defined in section [11-2-020](#) of this title, applying subdivision yield plan dimension standards set forth in [chapter 12](#) of this title and related requirements of the underlying zone.

C. Lot Area, Width, Yard, Height, Coverage: Lot area, width, yard, height and coverage regulations shall be determined by approval of the preliminary PUD master plan.

D. Number Of Dwelling Units: The number of dwelling units in each building shall not exceed the number permitted in the zone when the underlying zone is R-4 or R-8. When the underlying zone is R-8, the maximum dwelling units in each building may be increased to twelve (12) units; provided, that the maximum allowable density of the R-8 zone is not exceeded.

E. Adjacent Yard, Height Requirements May Apply: The planning commission may require that yard and height requirements of adjacent zones be applied to the periphery of the planned unit development.

F. Low Intensity: To assure that adjacent properties will not be adversely affected, the planning commission may require, where feasible, buildings and uses of lowest intensity be situated on the periphery of the planned unit development. (Ord. 2005-31, 8-3-2005)

G. Open Space:

1. Requirements: Every planned unit development shall provide usable common open space, accessible to all lots or units, of not less than ten percent (10%) of the net area (gross area less constrained or sensitive lands), in single-family planned unit developments (see chart below) and thirty percent (30%) in multi-family planned unit developments. (Open space requirements in a mixed single-family, multi-family planned unit development shall be computed as a weighted average.) No streets, driveways, parking areas, yard areas typically used for individual structures or areas with slopes greater than thirty percent (30%), wetlands or other constrained lands may be included in the computation of the required open space unless the ~~planning commission~~ **city** determines that certain constrained, i.e., rock outcroppings, etc., qualify as unimproved open space in order to enhance the character and function of open space with the development. Playgrounds, parks, swimming pools and related amenities, tennis courts and similar bona fide recreation buildings and facilities and railway system land may be considered part of the usable common open space.

SINGLE FAMILY - ALL ZONES

Open Space And Character Incentive Multiplier

Required Open Space (Net Area)	Open Space Increase (Net Area)	Total Open Space	Open Space Incentive Multiplier	Design/ Character Incentive Multiplier	Total Incentive Multiplier Allowed
If improved					
10 %	0 - 10 %	20 %	0 - 20 %	0 - 5 %	20 %
If unimproved					
10 %	0 - 5 %	15 %	0 - 10 %	0 - 5 %	15 %

2. Alternatives To Open Space: The city, as a legislative action concurrent with the consideration of a PUD and at its sole discretion, may enact one or all of the following alternatives in lieu of the required open space set forth herein:

- a. Historic Preservation: The city, at its sole discretion, may consider preservation of an on site building or structure eligible, or that may be eligible, for the national register of historic places in lieu of the ten percent (10%) open space.
- b. Transfer Of Development Right (TDR): A TDR lot may replace all or a portion of the ten percent (10%) open space requirement consistent with the standards contained elsewhere in this title.
- c. Waiver: The city may waive all or a portion of the ten percent (10%) open space requirement consistent with the standards set forth in this chapter. Any development receiving a waiver shall not qualify for a density bonus. (Ord. 2015-26, 8-18-2015)

H. Increase In Residential Density: Residential density may be increased up to a maximum of twenty percent (20%) above that allowed in the underlying single-family zone, at the discretion of the ~~planning commission and subject to the concurrence of the city council~~. The density will be determined during the preliminary PUD master plan review stage.

1. Common Open Space Increase: An increase of usable common open space in addition to the open space requirements cited in subsection G of this section, may allow the following density increases:

- a. Improved: Improved open space is usable common open space that is highly accessible to all residents of the planned unit development; that is devoted to planting, patios, walkway, and recreational areas; that provides recreational facilities such as swimming pool, tennis court, clubhouse, playground, etc.; that is of such dimension to be functionally usable (on any section of improved open space shall not be less than 6,000 square feet nor less than 30 feet in its smallest dimension); and that is of a finished grade of twelve percent (12%) or less.
- b. Unimproved: Unimproved open space is common open space that generally allows for the preservation of the planned unit development's natural amenities such as rock outcrops, trees, ravines, ponds, drainage channels, etc. All or part of unimproved open space is generally left in a

natural state and its use is restricted to more passive recreation, such as hiking trails or creation of access to scenic vistas and natural sites.

2. Multi-Family Planned Unit Developments: A density bonus is not allowed in multi-family planned unit developments by increasing open space. Economies in construction and an increase in open space may be achieved by increasing the number of units per structure as provided in subsection D of this section.
3. Siting Variation: Character, identity and architectural and siting variation incorporated in a single-family planned unit development shall be considered cause for density increases not to exceed five percent (5%). When combined with open space density bonuses, the total density increase shall not exceed twenty five percent (25%). The degree of distinctiveness and the desirable variation achieved shall govern the amount of density increase the planning commission and city council approve. Such variations may include, but are not limited to, the following:
 - a. Landscaping: Landscaping; streetscape; open spaces and plazas, using of existing landscaping and natural features; pedestrianway treatments; treatment of recreational areas and provision of various recreation apparatus (a maximum increase of 2 percent).
 - b. Siting: Siting; visual focal points; use of existing physical features such as topography; view; sun orientation; circulation patterns; physical environment; variation in building setbacks; and clustering of building groups (a maximum increase of 1 percent).
 - c. Design Features: Design features; street sections; architectural styles; harmonious use of materials; parking areas broken by landscape features; and varied use of house types (a maximum increase of 2 percent).
- I. Utilities: All dwelling units shall be served by public sewer and public water. All utilities within the planned unit development shall be placed underground.
- J. Off Street Parking: Off street parking spaces shall be provided as required in chapter 32 of this title. (Ord. 2005-31, 8-3-2005)
- K. Dedicated Streets: All streets in a planned unit development shall be a dedicated public street built to Farmington City standards unless otherwise approved by the city council. (Ord. 2006-28, 4-19-2006)

11-27-130: PERMANENT PROTECTION OF PLANNED UNIT DEVELOPMENT OPEN SPACE:

- A. Methods: The Farmington City council, upon recommendation of the planning commission, shall require the preservation, maintenance and ownership of open space utilizing, at the city's option, one of the following methods:

1. Dedication of the land as a public park or parkway system;
2. Granting to Farmington City a permanent open space easement on and over the said private open spaces to guarantee that the open space remain perpetually in recreational use, with ownership and maintenance being the responsibility of a homeowners' association established with articles and bylaws which are satisfactory to Farmington City; or
3. Complying with the provision of the Utah condominium ownership act of 1963, Utah Code Annotated title 57, chapter 8, as amended, which provides for the payment of common expenses for the upkeep of common areas and facilities. Recreation uses and facilities may be developed within the common open space areas in compliance with a recreation and landscaping plan approved as part of the approved final development plan of the planned unit development.

B. Failure To Maintain: If the second or third methods, as set forth above, are utilized to maintain the open spaces, but the organization established fails to maintain the open space in reasonable order and condition, the city may, at its option, do or contract to have done the required maintenance and shall assess ratably the open spaces and individually owned properties with the planned unit development. Such assessment shall be a lien against property and shall be filed with the Davis County recorder, or the city may bring suit to collect the maintenance fees, together with reasonable attorney fees and costs. (Ord. 2005-31, 8-3-2005)

11-27-140: PERFORMANCE BOND AND GUARANTEE OF IMPROVEMENTS:

In order to ensure that the planned unit development will be constructed to completion in an acceptable manner, the developer shall guarantee the improvements. The performance bond or guarantee agreement shall be prepared by the city attorney, and signed by the developer of the planned unit development. The developer shall deposit in escrow with a bank or lending institution, a sum of money equal to one hundred twenty percent (120%) of cost of improvements as estimated by the city engineer. (The city engineer may obtain estimates from licensed professionals for improvements that the city engineer is not qualified to value, e.g., landscaping in the improved common area.) The estimated costs shall cover the construction and installation of all required landscaping, parking and street improvements, including paving, curbs, gutter, sidewalks, water and sewer lines, parks, playgrounds, recreation facilities and other amenities shown on the final PUD master plan approved by the city council. (Ord. 2005-31, 8-3-2005)

11-27-150: COVENANTS AND RESTRICTIONS:

The applicant for any planned unit development which is being developed as a condominium project under the provisions of the condominium ownership act of Utah, or subsequent amendments thereto, shall, prior to the conveyance of any unit, submit to ~~the planning commission~~ city a declaration of covenants, conditions and restrictions relating to the project, which shall become part of the final PUD master plan and shall be recorded to run with the land. Said covenants, conditions and restrictions shall include management policies which shall set forth the quality of maintenance that will be performed and who is to be responsible for said maintenance within said condominium development. Said document shall, as a minimum, contain the following:

- A. Association, Corporation: The establishment of a private association or corporation responsible for all maintenance, which shall levy the cost thereof as an assessment to each unit owner within the condominium development.

- B. Management Committee: The establishment of a management committee, with provisions setting forth the number of persons constituting the committee, the method of selection, and the powers and duties of said committee; and including the person, partnership or corporation with property management expertise and experience who shall be designated to manage the maintenance of the common areas and facilities in an efficient and quality manner.

- C. Meetings: The method of calling a meeting of the members of the corporation or association, with the members thereof that will constitute a quorum authorized to transact business.

- D. Collection Of Expenses: The manner of collection from unit owners for their share of common expenses, and the method of assessment.

- E. Voting: Provisions as to percentage of votes by unit owners which shall be necessary to determine whether to rebuild, repair and restore or sell property in the event of damage or destruction of all or part of the project.

- F. Amendments: The method and procedure by which the declaration may be amended. (Ord. 2005-31, 8-3-2005)

11-27-155: WAIVER:  

Subject to the provisions set forth herein, for single-family residential PUDs, or boundary adjustments related to a single-family detached residential PUD, equal to or less than one acre in size, any provision of this chapter may be waived by the city upon a vote of not less than four (4) members of the city council. Such waiver(s) shall be granted by ordinance and only in limited circumstances as deemed appropriate and necessary by the city council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off site improvements, amenities or other consideration of comparable size, quality and/or value. (Ord. 2015-26, 8-18-2015)

11-27-160: TIME LIMIT:  

Unless there is substantial action leading toward completion of a planned unit development or an approved phase thereof within a period of twelve (12) months from the date of approval, as

determined by the city council, such approval shall expire, unless, after reconsideration of the progress of the project, an extension is approved. (Ord. 2005-31, 8-3-2005)

CITY COUNCIL AGENDA

For Council Meeting:
January 16, 2018

PUBLIC HEARING: Mountain View PUD Subdivision Schematic Plan, Preliminary (PUD) Master Plan, and Rezone

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson, City Planner.

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
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMONT
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, City Planner
Date: January 16, 2018
SUBJECT: **MOUNTAIN VIEW PUD SUBDIVISION SCHEMATIC PLAN, PRELIMINARY (PUD) MASTER PLAN, AND REZONE**
Applicant: **Joe Kennard, Randy Rigby, and Shane Smoot**

REZONE

RECOMMENDATION

1. Hold a Public Hearing;

AND

2. Move that the City Council approve the rezone from AE to R, and amend the General Plan from RRD and AG to an LDR designation for 11.93 acres of property located at approximately 650 West and 250 South as identified in the attached legal description, subject to all applicable Farmington City ordinances and development standards and the following condition: the approval is subject to an approved preliminary PUD master plan.

Findings for Approval:

1. While the proposed rezone is not consistent with the General Plan, this area of Farmington is changing, and the General Plan is likely to be overhauled in the future to more accurately reflect the area's projected growth and accommodate the impending changes occurring within west Farmington, and the region at large, due to population growth trends and development patterns on the Wasatch Front.
2. The proposed rezone will provide a greater variety of housing types and densities.
3. The housing market along the Wasatch Front has been moving towards smaller lots and higher densities; this development will meet the market demand.
4. The proposed rezone will provide low to medium density housing and act as a transition between lower intensity single-family residential development to the south, and higher intensity mixed use development to the north.
5. The property is removed from 650 West and abuts the Legacy Highway; it is an in-fill development and is suitable for low to medium density housing as it is hidden by a row of homes on 650 West.

6. Making the rezone contingent on the approval of a preliminary PUD master plan ensures that vesting does not occur without the approval of a master plan for the area, protecting the city in the event that the applicant does not move forward with the subdivision.
7. Although at a higher density, the proposed development is still single-family residential, which is commensurate with surrounding neighborhoods.
8. Due to the size, shape, and location of the subject property abutting Legacy Highway, it is suitable for low to medium density single family residential.
9. The proposed subdivision provides the 10% open space requirement; additionally, the project is within a quarter mile of the Farmington City Regional Park and Gym.
10. The proposed trail connection to Legacy Parkway Trail provides the proposed development with a direct connection to commuter rail.

BACKGROUND

The applicant desires to develop 11.93 acres of property into 34 lots, but must obtain a rezone in order to move forward with the PUD subdivision as proposed. The majority of the subject property was UDOT property initially obtained as part of the Legacy Highway project, but has recently been sold as surplus property. The applicant also purchased land to gain access from 650 West via two proposed roads. The majority of the subject property is behind a row of existing homes on 650 West between their rear lot lines on the west, and the Legacy Highway right-of-way and corresponding trail to the east. The existing zone is AE (Agriculture Estates) and the applicant is requesting a rezone to an R (Residential) zone. Heretofore, the City has never rezoned any property west of I-15 to any of the four single-family residential zones (as defined in Chapter 11); however, that delineation in the City's General Plan predates the changes that are currently impacting the west side of the city, and will continue to impact this area. Specifically, Station Park and the whole of the mixed use district to the north, the Charter School, Davis County Complex, Farmington Park and Gym to the west, and perhaps most importantly: Farmington High School to the south are changing the growth paradigm in this area of the city.

As part of the rezone application, staff is also recommending an amendment of the General Plan. Currently, the General Plan designation is AG (Agriculture Preservation Very Low Density) and RRD (Rural Residential Density) and the applicant has requested an LDR (Low Density Residential) designation to move forward with the rezone, which is consistent with the single-family residential zoning request. The AG designation is a holdover from when Bangert farmed the property, prior to being bought out by UDOT when the Legacy Highway was built; this designation is not consistent with the AE zone that currently overlies the subject property, as an RRD designation is more consistent with an AE zone. Similar to the rezone request, the LDR designation has never occurred west of I-15; however, with the changes occurring in this area, staff feels that it may be time to revisit this policy as single-family residential densities may make sense for the west side moving forward.

While this rezone application represents a policy shift in Farmington, the proposed densities for this property is a step-down in the intensity of development to the north, specifically Station Park and the Avanti Apartments on Clark Lane, and serves as a transition area. The proposed densities would provide a low to medium density, single-family buffer between the lower densities found along 650 West to the south, and will remain appropriately scaled, even if higher intensity uses spread from Station Park and the High School, or the adjacent properties in-fill. The policy shift reflects the reality that the west side of Farmington, which has always been rural, may becoming more urbanized; the policy question before you is whether the City should continue to plan for the impending growth and changing market forces allowing for an incremental increase in density, or whether the city continue to develop the west side as it always has developed, with larger lots and less homes comprising a larger area.

At the Planning Commission held on **September 7, 2017** the commissioners tabled the item due to several items of concern, particularly with the layout of the subdivision, and how the open space was configured, and whether that designed open space compensated for the increased density that would come with this rezone and subdivision approval. Since that time, the applicant revised their plan removing one lot, and moving the majority of the improved open space from the northeast corner to the middle of the property (on the east side), lining it up with the main road. Additionally, they further defined their open space on the southeast corner of the property, showing a cul-de-sac turn-around for 250 South with public trailhead parking (accessing the Legacy Parkway Trail).

The Commission also expressed concern with the “protection strip” between the road and the Lee property; the applicant removed this remnant parcel and moved the entrance road to the north side of the road, making it so that there is only one parcel of open space abutting each entrance road, instead of two; these parcels will be improved open space, and serve as detention basins for the project. The parcels will also function as entrance features for the subdivision.

At the Planning Commission held on **October 5, 2017**, the Commission voted to recommend that the City Council deny the application for rezone on a split vote of 5-2 (with commissioners Roger Child and Alex Leeman being the dissenting votes). The draft minutes from that meeting have been included for your review. The salient points of discussion centered around the medium density proposed and the side yard setbacks; the Commission had concerns with neighbors being so close together and homes being packed in too tightly. Additionally, there was concern expressed that the 13% open space provided was not enough to compensate for the higher density being granted through both the rezone and the PUD application. The two commissioners that voted for approval did so because of the particular constraints of this property, namely that the property is in-fill and abuts the Legacy Highway.

At the City Council held on **November 7, 2017**, staff included two alternative motions, one for denial (Planning Commission) and one for approval (staff). The City Council echoed the majority opinion of the Planning Commission (from the October 5th meeting), expressing concern with the density of the project, the houses being too close together, and there was some discussion as to whether the Council could even make a decision regarding the PUD because the Planning Commission had recommended a denial. Ultimately, it appeared that the Council was heading to a split vote against the project, and the applicant asked that it be tabled to give him time to work with the neighbors and to come up with a revised plan. The Council stated that if there were significant changes, then the proposal should be sent back to the Planning Commission for a second review. After discussing the matter with staff, the applicant made the decision to go back to the Planning Commission with a revised plan.

The applicant also had two intervening open-house neighborhood meetings, and based on the comments from the neighbors, the Planning Commission, and City Council, he revised his plan. The revised plan has 34 lots (7 lots less), has removed the stub road to the south, moved the open space back to the northeast corner of the property, shows a trail connection to Legacy Trail in the center of the project, and has larger lots on the periphery of the project that abuts neighbors who live on 250 South. Additionally, the PUD yield plan for the R zone provided shows 34 lots, the applicant will no longer need an open space bonus; however, the applicant is still required to provide 10% open space as outlined in Chapter 27 of the Zoning Ordinance.

At the Planning Commission held on **December 14, 2017**, the discussion centered around density. The majority of the commissioners felt that the density fits the property and that the proposed subdivision provides a mix of housing types, and meets a market need that is currently underserved in Farmington, particularly on the west side. They also felt that the west side is

changing and that the City needs to start preparing for impending growth and providing more housing options than quarter to half acre lots. The other commissioner felt that the density was still too high and that this project does not fit the surrounding neighborhoods. The Commission ultimately voted to recommend that the City Council approve the rezone, schematic plan, and preliminary PUD master plan as written in the staff report on a 3-1 vote, with (now) Councilwoman Wayment being the dissenting vote.

SCHEMATIC AND PRELIMINARY PUD MASTER PLAN

RECOMMENDATION (IF THE REZONE IS APPROVED BY THE CITY COUNCIL)

1. Hold a Public Hearing

AND

2. Move that the City Council approve the schematic plan and preliminary PUD master plan for the Mountain View PUD Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant shall enter into a development agreement memorializing the approved master plan prior to or concurrent with preliminary plat;
2. All outstanding comments from the DRC for schematic plan shall be addressed on preliminary plat.

Findings for Approval:

1. The proposed plans meet the requirements of the subdivision and zoning ordinances of an R-PUD zone, if the rezone does occur.
2. Schematic plan does not vest the property, and will be null-and-void if the rezone is not passed.
3. The proposed development will provide low to medium density housing and act as a transition between lower intensity single-family residential development to the south, and higher intensity mixed use development to the north.
4. The property is removed from 650 West and abuts the Legacy Highway; it is an in-fill development and is suitable for medium density housing as it is hidden by a row of homes on 650 West, and abuts a major highway facility.
5. Although at a higher density, the proposed development is still single-family residential, which is commensurate with surrounding neighborhoods.
6. The attached landscape plan and building elevations are of a high design quality and meet the standards set forth in Section 11-27-070; additionally, the project will provide a connection to Legacy Parkway Trail, a turn-around on 250 South, and a trailhead for public use.
7. The applicant is providing 51,836 s.f. of improved open space (10% as required by the ordinance), including a trail connection to Legacy Parkway Trail.

BACKGROUND

The proposed schematic plan and preliminary PUD master plan shows 34 lots on 11.93 acres of property, but is dependent on the rezone and PUD overlay to achieve this density, as a denial of the

rezone would render the schematic plan unrealizable. This notwithstanding, the staff report for the schematic plan will assume an R zone designation for the property.

In Chapter 27 of the Zoning Ordinance, regulating Planned Unit Developments dictates that a yield plan, as set forth in Chapter 12 must be submitted. The yield plan for this project, which has been provided, shows that 34 lots could be built for this project. In the PUD ordinance, an applicant can receive a 20% incentive multiplier when the applicant has provided 20% improved open space, however, the most current iteration of this plan has the same number of lots proposed as obtained through the yield plan, so the applicant only needs to provide 10% open space.

The preliminary PUD master plan requires several things beyond the schematic plan, including a landscape plan and building elevations; the applicant has provided both of these with this application and they are attached for your review.

The applicant is providing 51,836 s.f. of improved open space, which is 10%, or the minimum required amount for a PUD. The open space has been moved to its original location on the northeast corner of the property. The proposal still has a trail connection to Legacy Trail shown on the plan, but has removed the trailhead, cul-de-sac, and parking at the end of 250 South; this was done at the insistence of the residents who live on that street. There are two lineal detention basins along one side of each of the entrance roads; these will be grassed and improved, but also serve as storm-water facilities. At each of the entrance roads, as they come in off of 650 West, there are landscaped entry features and signs.

Supplemental Information

1. Vicinity Map
2. General Plan Map
3. Zoning Map
4. Yield Plan
5. Schematic Plan
6. Preliminary PUD Master Plan
7. Landscape Plan
8. Possible Building Elevations
9. Draft Minutes from the December 14, 2017 Planning Commission Meeting

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agriculture Zones
4. Title 11, Chapter 11 – Single Family Residential Zones
5. Title 11, Chapter 27 – Planned Unit Development (PUD)

Respectfully Submitted



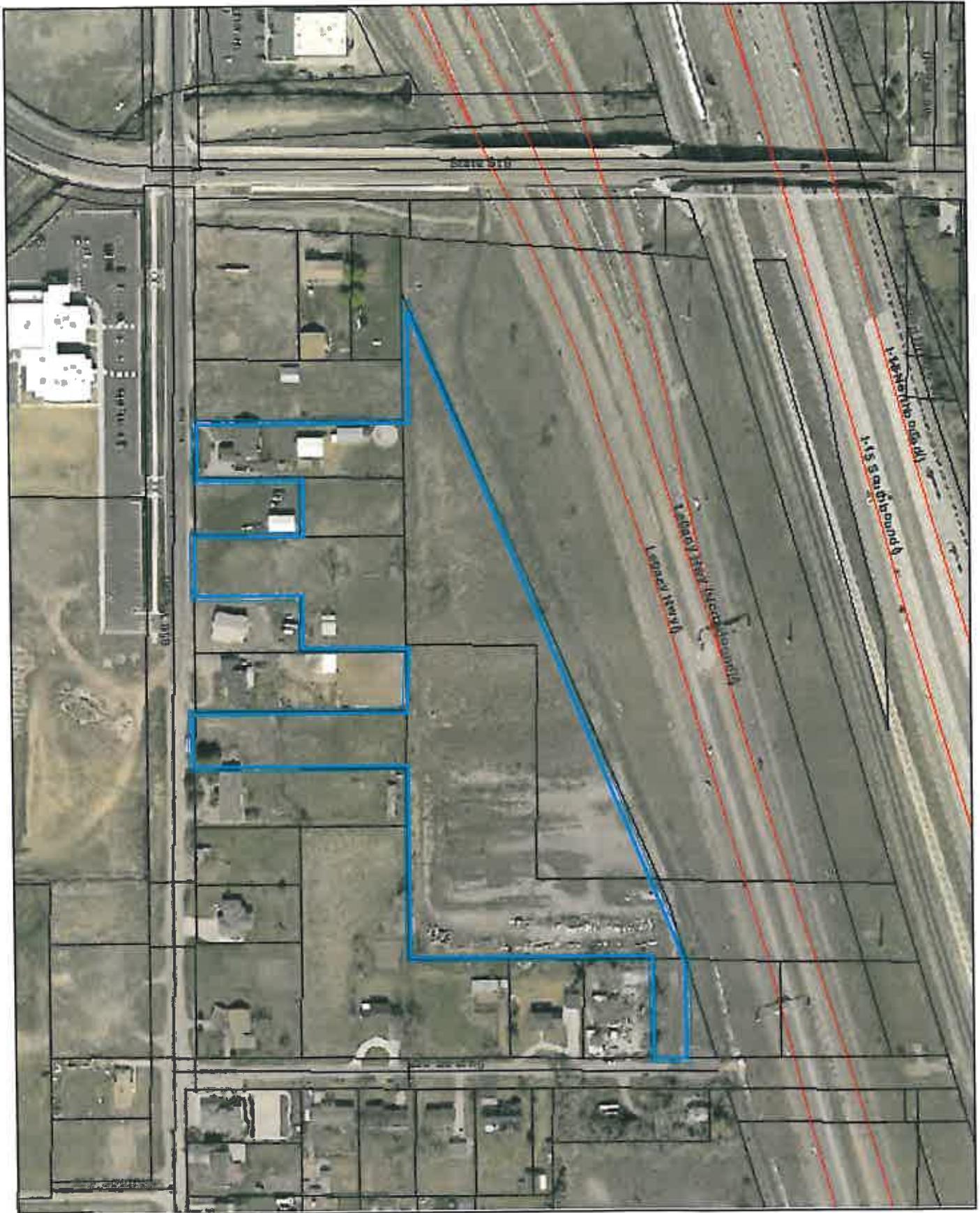
Eric Anderson
City Planner

Concur

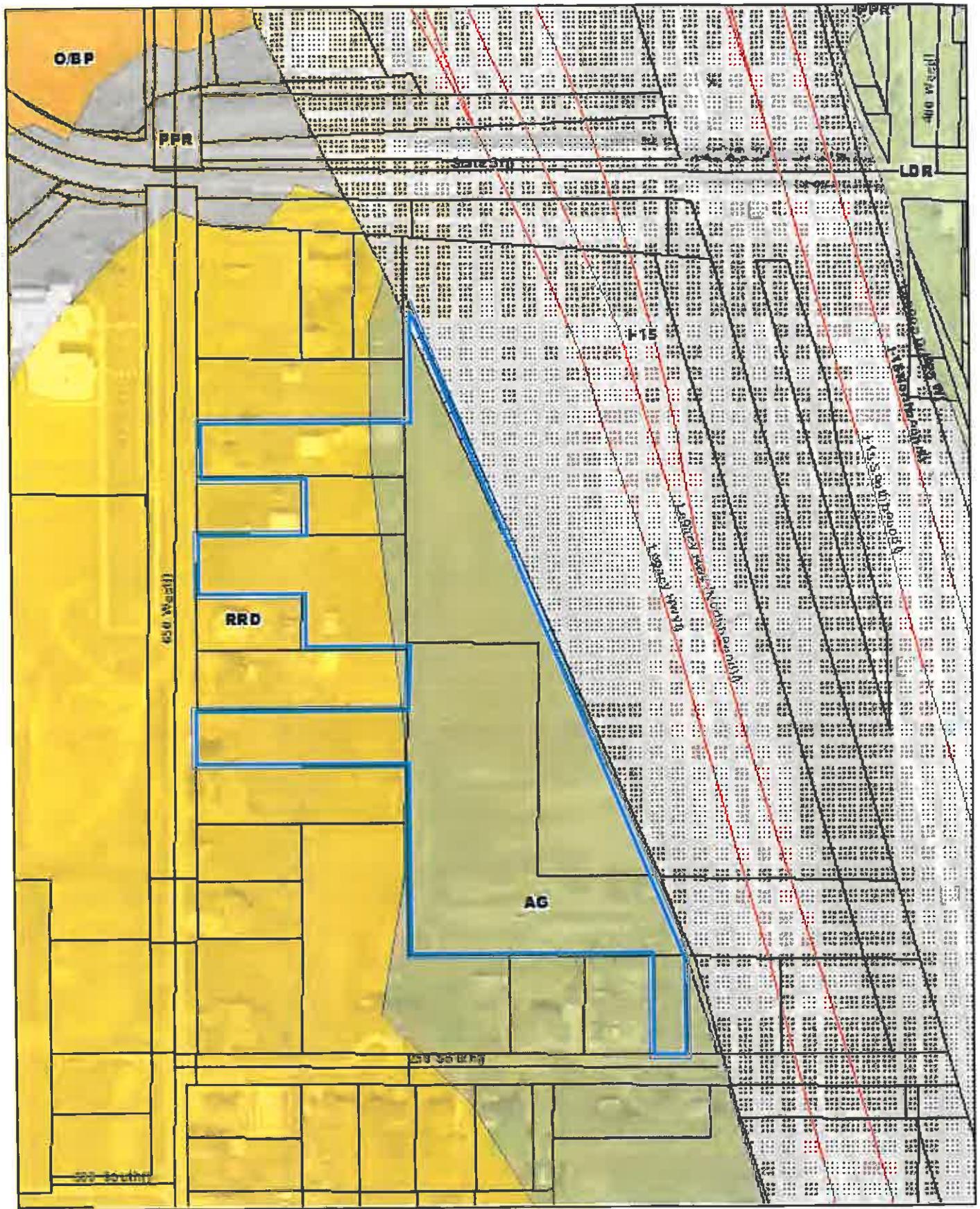


Dave Millheim
City Manager

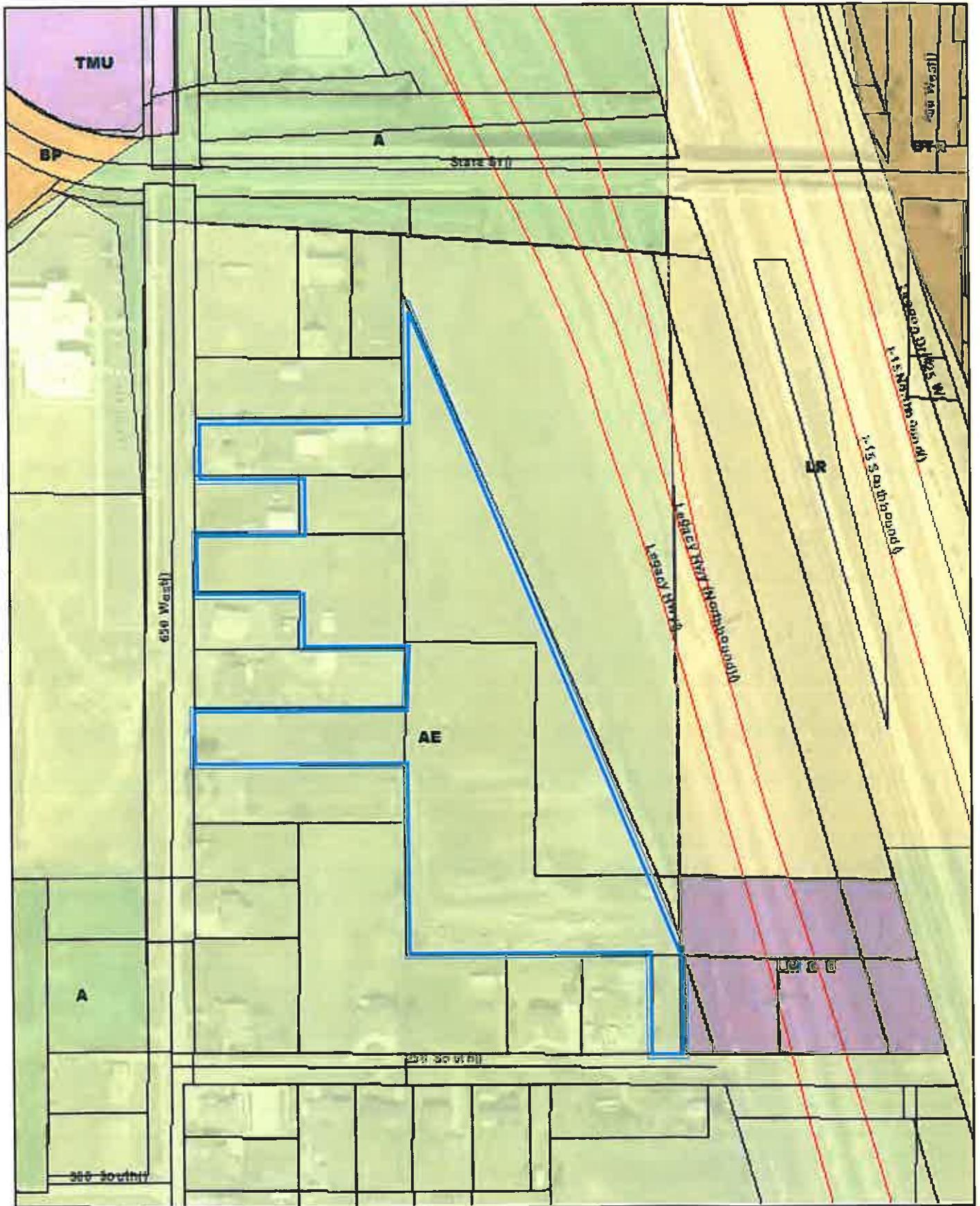
Farmington City



Farmington City



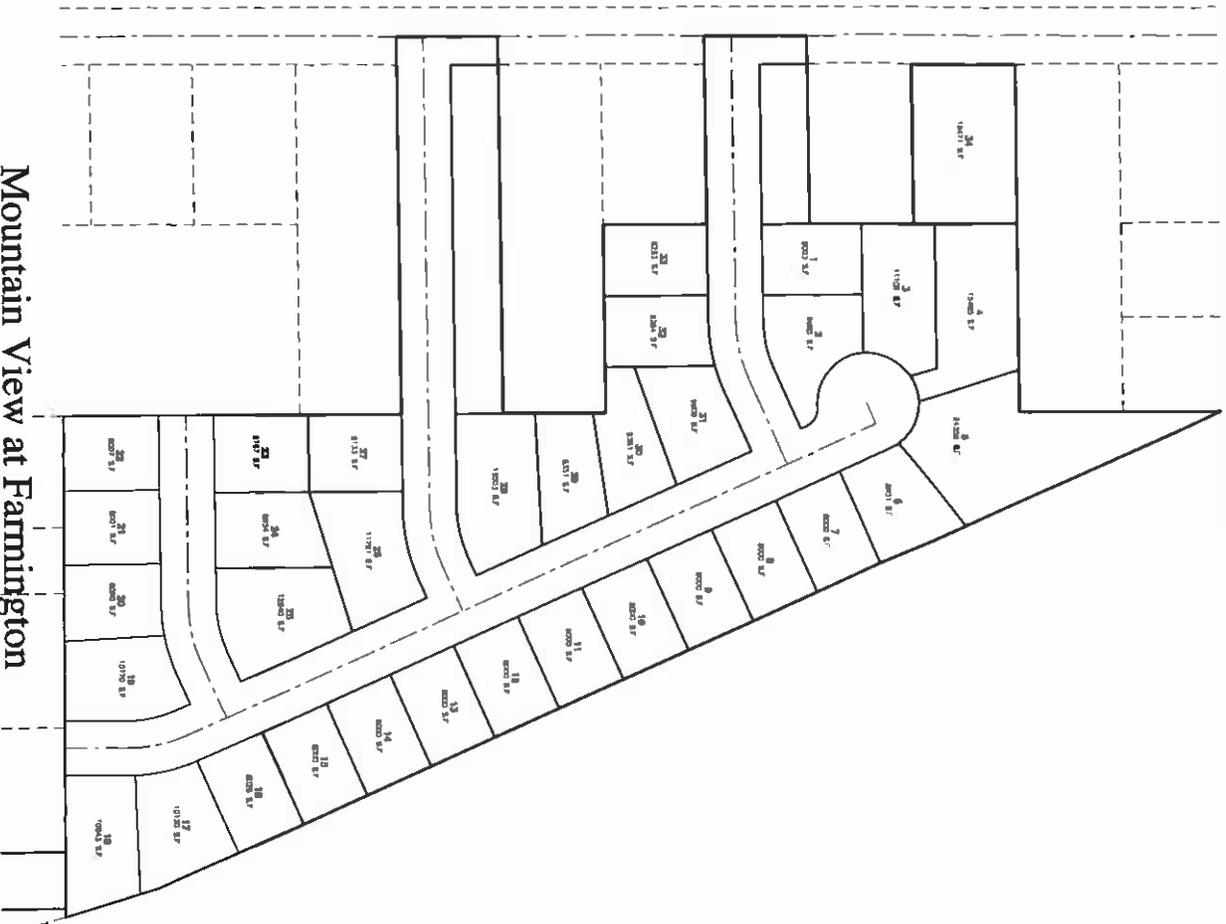
Farmington City



Mountain View at Farmington

Farmington City, Davis County, Utah

Developer
Shore Smoot
32 N. Foothill Ave
Farmington, UT 84403
801-898-3440



Mountain View at Farmington
PART OF THE EAST HALF OF SECTION 24, T.2N., R.1W., S.16. U.S. SURVEY
FARMINGTON CITY, DAVIS COUNTY, UTAH

R Zone Yield Plan

REVISIONS	
DATE	DESCRIPTION

Reeve & Associates, Inc.
200 CHURCH STREET, SUITE 411, SALT LAKE CITY, UT 84143
801-467-4300 FAX 801-467-4301
REAL ESTATE • SURVEYING • LAND ACQUISITION
PLANNING • ENGINEERING • ENVIRONMENTAL SCIENCE

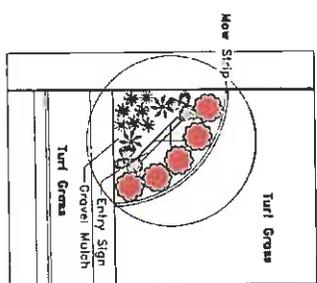
Project Info
Project Name: _____
Owner: _____
Prepared by: _____
Date: _____
Scale: _____
Drawing No.: _____

Author
Date: 09/11/2017

Sheet
1 of 1

Mountain View at Farmington

FARMINGTON, CITY, DAVIS COUNTY, UTAH
DECEMBER, 2017



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Sheet	1

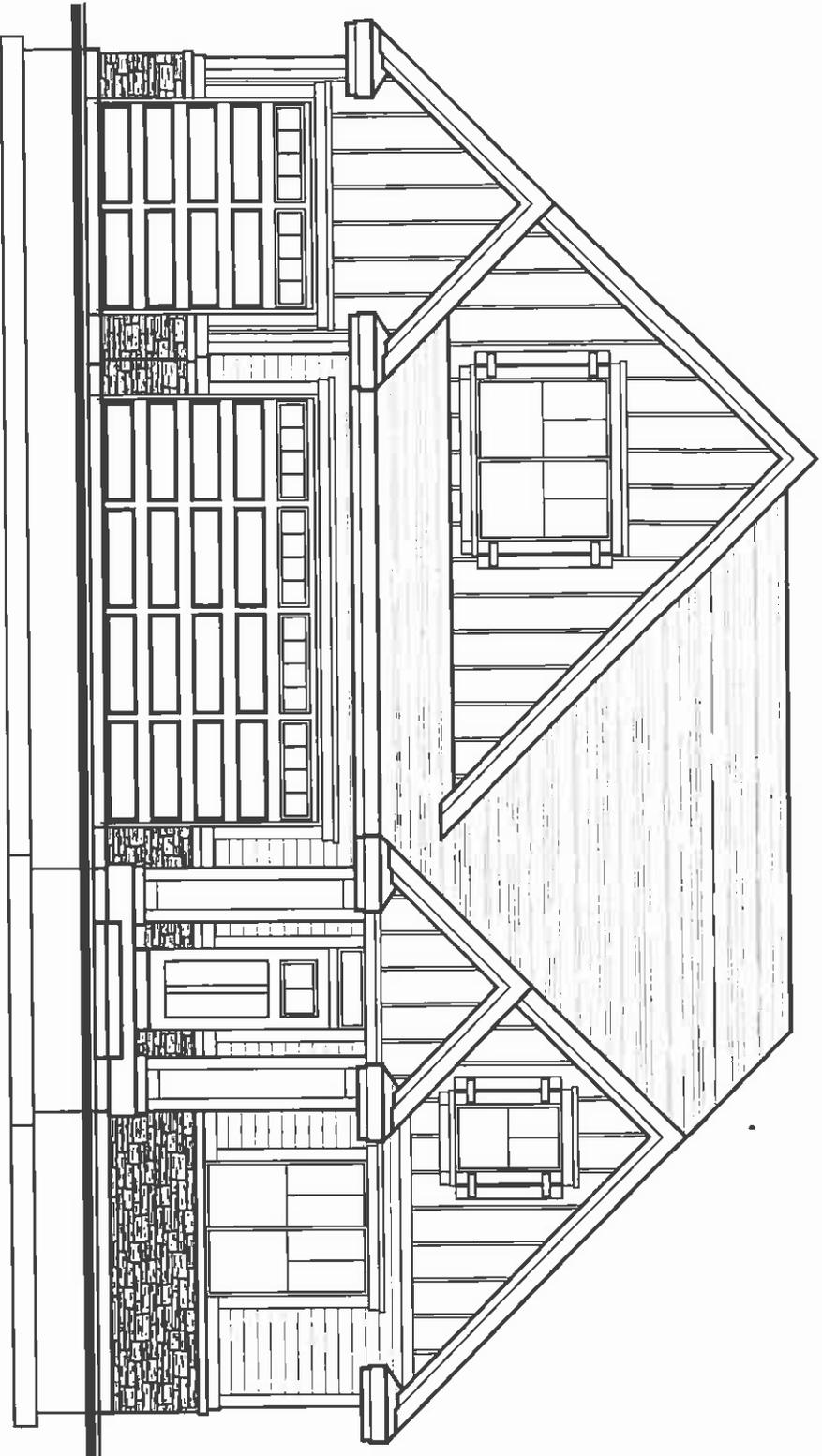


**Mountain View at Farmington
Landscape Plan**
FARMINGTON CITY, DAVIS COUNTY, UTAH

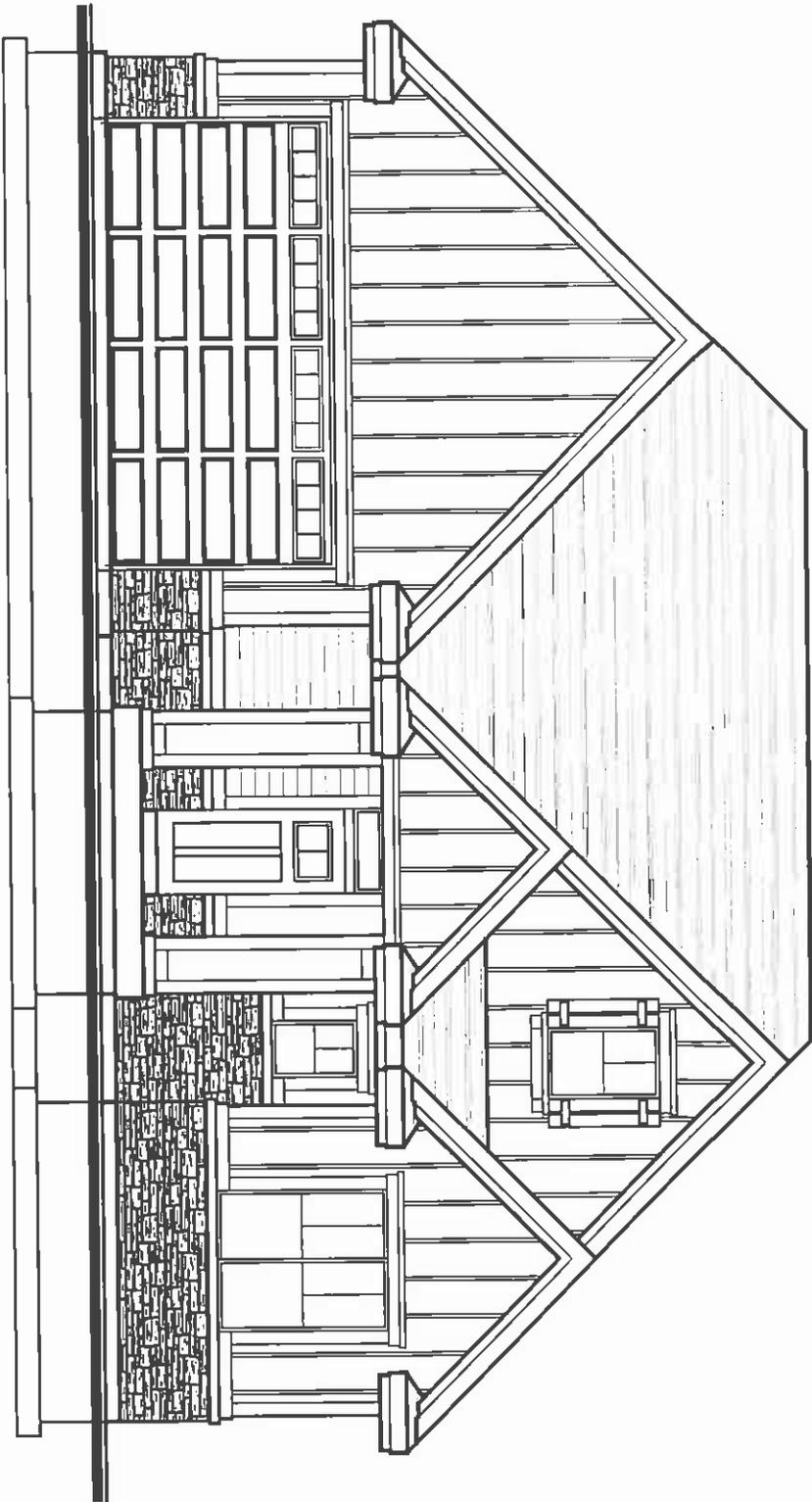
Landscape Plan

DATE	REVISIONS

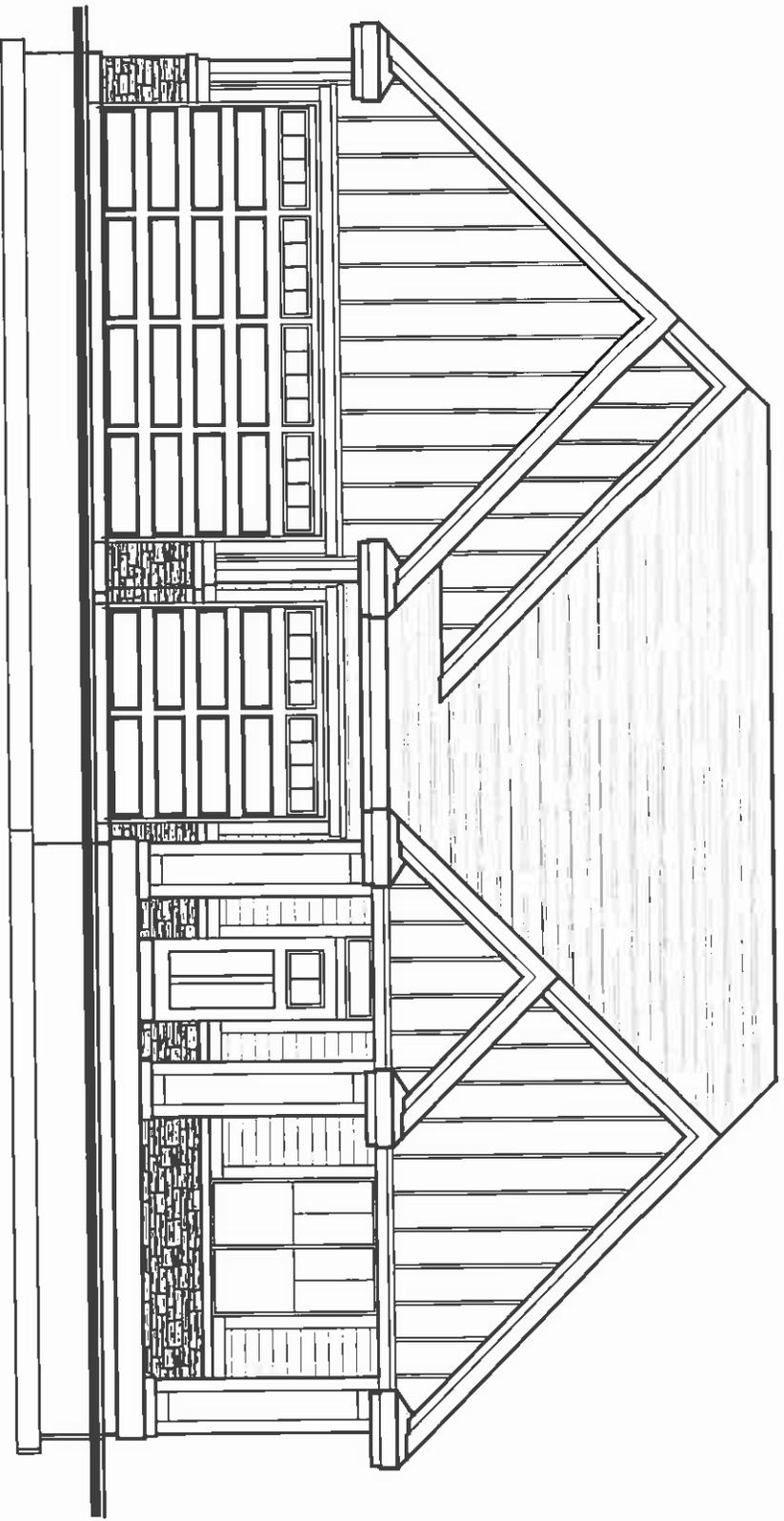




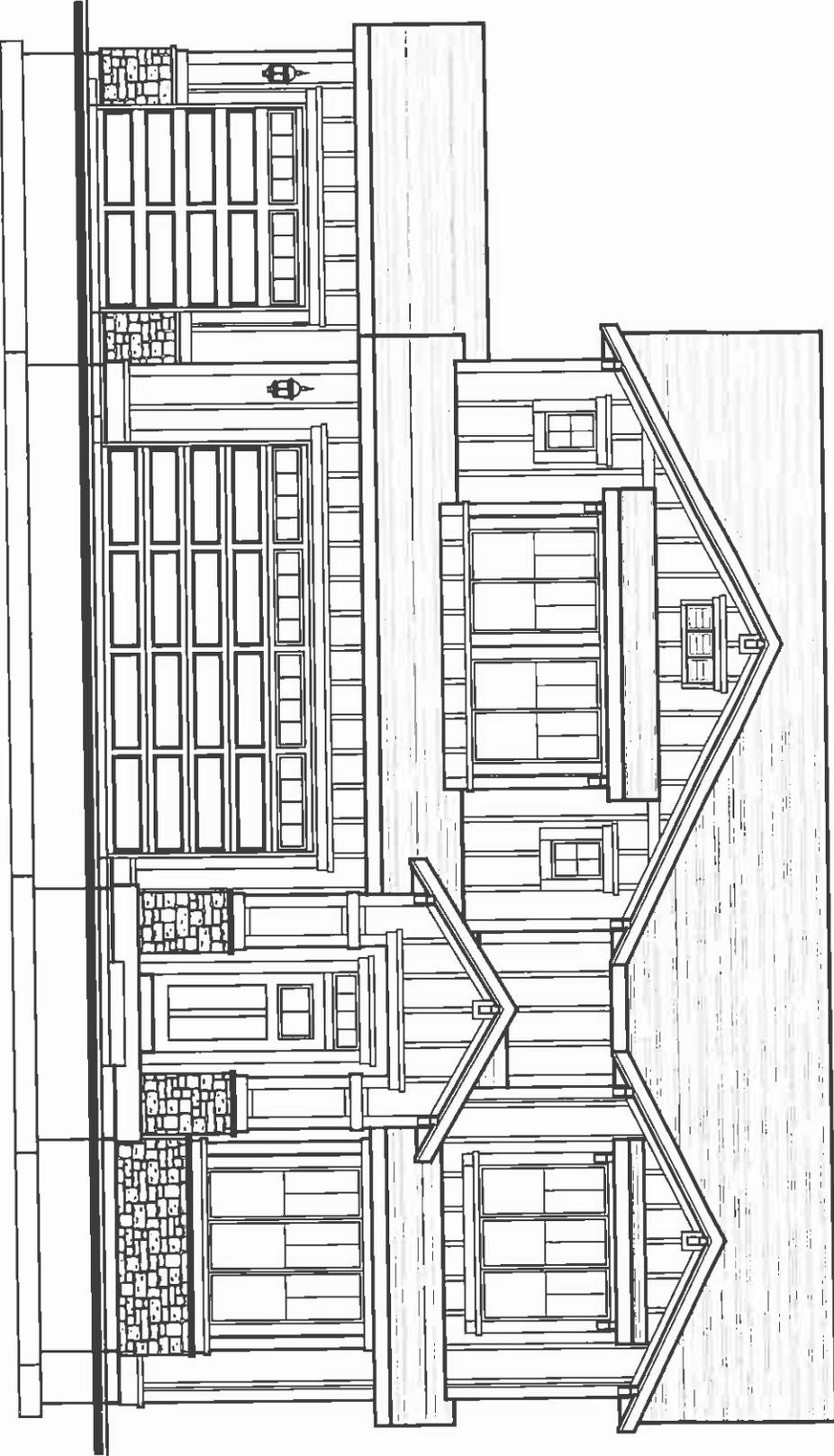
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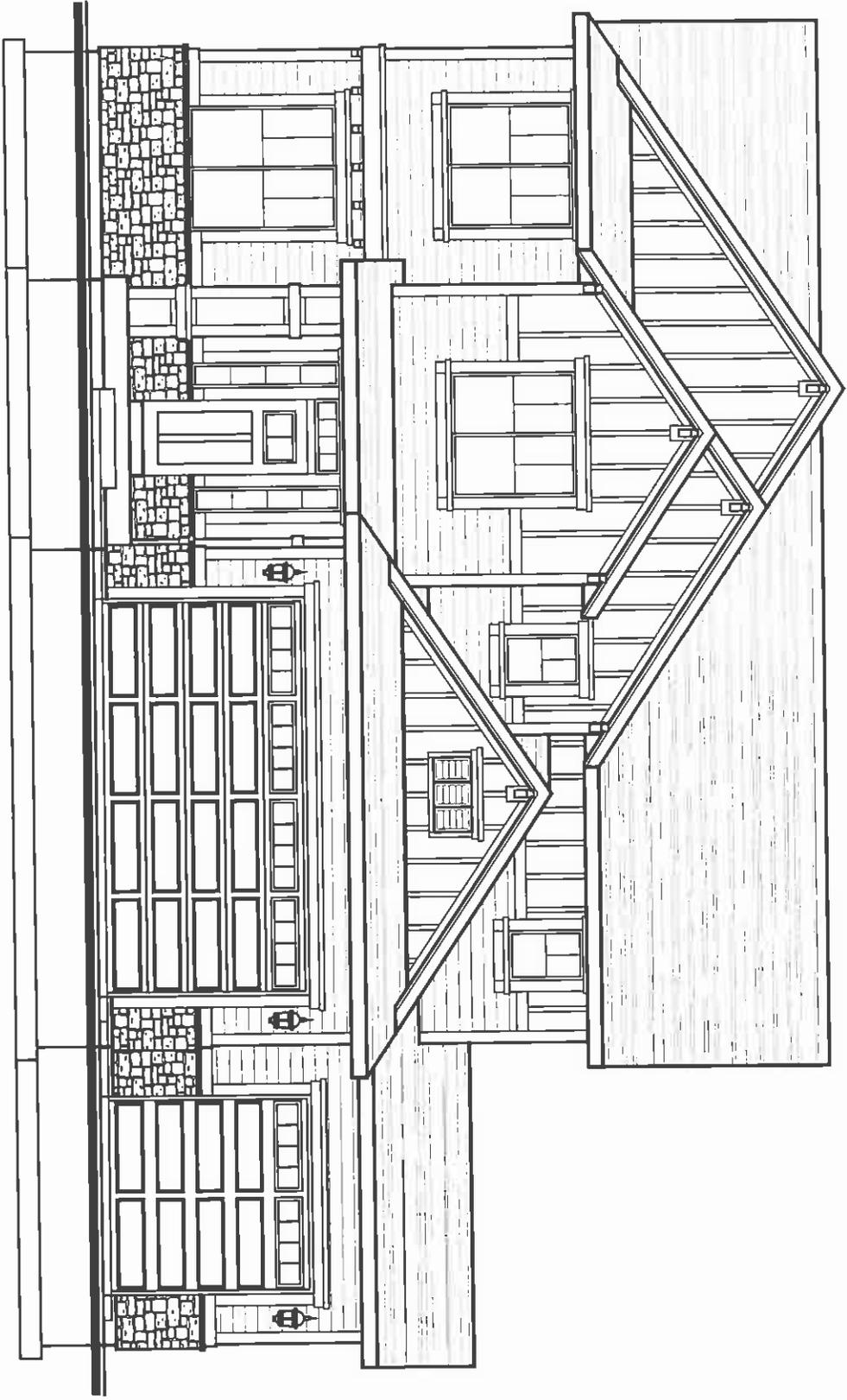
Elevation 2-A



Elevation 3-A



Elevation 4-B



Elevation 5-B

REGULAR SESSION

Present: Vice Chair Alex Leeman, Commissioners Roger Child, Bret Gallacher, and Rebecca Wayment, Community Development Director David Petersen, Associate City Planner Eric Anderson, and Recording Secretary Lara Johnson. Chair Heather Barnum and Commissioners Connie Deianni and Kent Hinckley were excused.

Item #1. Minutes

Bret Gallacher made a motion to approve the Minutes from the November 16, 2017 Planning Commission meetings. Roger Child seconded the motion, which was unanimously approved.

Item #2. City Council Report

David Petersen gave a report from the December 5, 2017 City Council meeting. He said the Brownstone PUD Subdivision Schematic Plan and Preliminary PUD Master Plan was approved. He said a few residents were there to express their concerns, but the City Council felt “for sale” units were better than rentals, which was also allowed due to the property’s zone. He said he talked with the neighbors after the decision was made, and they understood why it was approved. Rebecca Wayment asked for any follow-up information from staff regarding a directive the Planning Commissioners gave staff to have a conversation with UDOT regarding access to 185 E. (SR106) from the Brownstone Subdivision. David Petersen said that conversation has not yet happened; City Manager Dave Millheim will spearhead that directive, but he has been out of town. Rebecca Wayment asked if that directive alleviated any concerns among the residents and City Council. David Petersen said everyone would like to see that happen, as it makes sense to have access to 185 E.

SUBDIVISION / PRELIMINARY PUD MASTER PLAN / REZONE

Item #3. Joe Kennard/Randy Rigby (Public Hearing) – Applicant is requesting a recommendation for schematic plan and preliminary PUD master plan approval of the proposed 34 lot Mountain View PUD Subdivision on 11.93 acres of property located at approximately 650 West and 250 South, and a rezone from AE (Agriculture Estates) to an R (Residential) zone and a general plan amendment from RRD (Rural Residential Density) and AG (Agriculture Preservation) to LDR (Low Density Residential) related thereto. (S-12-17 and Z-2-17)

Eric Anderson said this property is located on 650 W. and south of the charter school. He said the applicant went before the City Council, and it seemed the application was going to be denied for a rezone. The applicant then asked to have the item tabled so he can further work with the neighbors to address more of their concerns and come back with a revised plan. The City Council agreed to table the item, and were directed by staff that if any significant changes to the plans were made, the applicant would come back to the Planning Commission for a recommendation. Eric Anderson said the applicant held two open houses, which were attended by neighbors, as well as staff.

Eric Anderson said the applicant has revised his subdivision from the previously proposed 41 lots down to 34 lots, which is a difference of 7 lots. He said staff determined the changes did not warrant the applicant to come back before the Planning Commission; however, staff felt it would be a good idea for the Commission to review the application again. Eric Anderson said the applicant made a

few other changes to the subdivision, including moving the location of open space to the northeast corner, removing the 250 S. turnaround and parking, removing the stubbed road to 250 S., and making the abutting lots where there are existing homes larger.

Eric Anderson said there are three things to be voted upon, as listed in the two proposed motions in the staff report. He said the Commission is providing a recommendation for approval or denial on the property rezone and the schematic plan and preliminary PUD master plan. He said a General Plan amendment is also included in the proposed motion; however, the General Plan does not need to be amended since it is just a guiding document, but staff felt it would be appropriate to amend it if the rezone was approved.

Rebecca Wayment asked about the lot size for RRD and LDR zones, as well as where these are located within the City. **Eric Anderson** explained that General Plan designations are different from zone designations. He said the LDR general plan designation includes the LR and R zones; the RRD general plan designation includes the AA and AE zones. He showed an aerial map of general plan designation and zones within the City. **Rebecca Wayment** asked for the lot size of the R zone. **David Petersen** said a true R zone would yield 8,000 sq. ft. lots. He added that the LR zone is 10,000 sq. ft. lots, but the LR zone allows for Secondary Dwelling Units (SDUs) and the R zone does not.

Randy Rigby, 245 S. Cobblecreek Rd., said that he feels much better about the plan that he is now presenting after hearing concerns from the Planning Commission and City Council. He said he has been able to sit down with many neighbors within the community to see and hear their concerns. They have worked hard to consider their concerns. He said UDOT has been mandated to sell this property because they will no longer hold onto it as “excess inventory.” He said the property was used by UDOT as a staging area, but was then turned into a dumping ground. **Randy Rigby** said what they are proposing will be a nice subdivision that will be a great contribution to Farmington. He said when they first proposed the subdivision, there were 41 lots and the target audience was more senior citizens that wanted to downsize their home and lot. He said based on the feedback from the community, they have amended their plans so there is a good mixture of lot size to help increase the value of property of those that currently live adjacent to the proposed subdivision. **Randy Rigby** said in addition to varied lot size, they have also amended the plan based on community feedback to stay away from adding any additional traffic onto 250 S. The road will now be stubbed into the Homer’s property to allow them to access it at some point in the future, if they choose to do so.

Randy Rigby said this piece of property is unique because it abuts Legacy Parkway, it is close to an overpass, near commercial land, and not far from an apartment complex. He feels what they are proposing provides a transition from these areas to the current residents. He said a lot of the feedback from the neighbors is that they want larger lots that border their properties, so the proposed plan provides larger lots along the subdivision’s southern border. He said they are also mindful of the neighbors on the northern border, so they have included open space in the northeast corner, as well as Lot 25 that is bigger and are keeping Lot 34 as is.

Randy Rigby said they want to be a good partner with the City and community; he wants to make something that is beneficial for everyone. He said the subdivision’s proposal is now 34 lots, which will deliver property taxes for the City and bring in even more quality people to the City. He said the homes in the subdivision will start between \$450,000 to \$600,000. He said the average income individuals would have to have to qualify for a mortgage is \$150,000 annually. He said he recognizes there are quality individuals regardless of what people make, but he feels this proposal would increase the surrounding property values.

Randy Rigby also said that this proposal does not set a pattern for other areas; he emphasized that what they are requesting is for this property only and would not change the approved plans for the Miller Meadow Subdivision. He said what they are requesting for this property is due to the uniqueness of the property and the surrounding area. He said there are 10 other R zones within the City, and that what they are proposing would have the largest lot size average at 9,300 sq. ft. The lot size minimum for the R zone is 8,000 sq. ft. He said the smaller lots would be located on the interior of the subdivision, adjacent to Legacy Parkway. He said this subdivision would also have the added benefit of acting as a sound barrier for other areas on the west side of Farmington.

Rebecca Wayment thanked the applicant for holding meetings with the public; she asked how the open houses were attended and what he felt the outcome was from the meetings. **Randy Rigby** said 10 people signed up to come to an open house meeting after he left the City Council meeting. He said Commissioner **Kent Hinckley**, as well as staff **David Petersen** and **Eric Anderson** also attended, which he appreciated. He said he felt there was a lot of thoughtful dialogue with the community, and felt it was a good way to listen and take into account the community's feedback.

Alex Leeman invited the public to share their thoughts during the public hearing, but asked specifically that if their view of the subdivision has changed, to share what made the difference from their previous opinion to now.

Alex Leeman opened the public hearing at 7:32 p.m.

Krissy Guest, 553 W. 250 S., said she did attend the neighborhood meetings. She thanked the developers for holding the meetings and being willing to make some compromises, but said that she is hesitant to support a zone change because she does not know what that could mean for the future of west Farmington. She is concerned that a zone change like that could open a "can of worms."

Natalie Hogan, 417 S. 650 W., said that she found it interesting that during the City Council's public hearing, the council members stated the General Plan designation does not need to be changed. She said it was also mentioned during that meeting by Cory Ritz that there should be no more than 28 homes on this property. She said she feels 34 lots is an improvement, but that it is still not where it should be based on what was said during the City Council meeting. She said she would like to keep the AE zone feel, and have as minimum impact as possible to the current agriculture uses in the area. She said she is concerned that her 1 acre of property would become the green space for the area. She said she is also interested to see if the 20% open space requirement has been met by the developer. She said this area is technically under the "Legacy Scenic By Way," which has its own requirements of broad open space, uncluttered views, and more. She said she feels the Legacy Trail maintains an open feel; she does not feel packed houses would be upholding the overlay of openness that is required by the Legacy Scenic By Way. She asked that the developers uphold those guidelines. She also expressed frustration that the City is making many exceptions for developers and feels it is time for developers to uphold the City's guidelines.

Lisa Webster, 732 W. 500 S., said she has lived in the area for a long time. She said this is the 5th meeting she has attended between the City and the neighborhood regarding this proposal. She feels that if the neighbors wanted this subdivision so badly, then this would not be the 5th meeting to attend. She said there are two reasons why she is adamantly opposed. She said the first reason is that traffic is already horrendous, and the high school traffic has yet to be added. She feels this area has not been made to handle so much traffic, and that she could not have imagined she would see traffic like what is currently in the area. The second reason she is opposed is the request for a rezone of the property. She feels changing the zone of the property would be like opening a floodgate in the area. She feels the City has a master plan for a reason, which is so the City could foresee any problems down the road. She

feels the area is not set up for what is being developed. She said she is not opposed to homes being built on ½ acre lots. She feels ½ acre lots next to the freeway has been done successfully in other areas and could continue to be done. She asked what the next steps are for the developer if this project is denied for recommendation by the Planning Commission. She asked if the developer would then go before the City Council again. She asked how many public hearings the community must attend; she said if the community wanted this development, they wouldn't keep saying the same things as to why they are opposed.

Paulette Hewitt, 541 W. 250 S., provided statistics on the number of students that will be attending Farmington High School, which is just under 2,000 students by the year 2019. She pointed out that 10th grade students will not be allowed to park in the parking lot, which means the 10th grade students will be parking along 650 W. She said her first major concern is the request for a rezone of the property. She said the Master Plan is to preserve the quality of life of the community; she feels the number of lots should not exceed the number of lots allowed in the yield plan, which would be 23 lots for this specific property. She said she feels the open house meetings with the developer have been great, and they have been open with the community and the community has been open with them regarding changes everyone would like to see, but she still feels what they are proposing is a lot of lots. She also asked why the subdivision is listed as 34 lots when the Maxfield's large property will remain as is. She said if that property is included in the overall lot count, the average lot size is significantly larger than if it was removed. She also expressed frustration that the applicant sent an email stating the average lot size is about ¼ an acre, but she said based on what she sees on the schematic plan, only two lots meet that requirement. She expressed frustration that many other developments, including Miller Meadows and Chestnut Farms, have developed larger lots; she does not see why this property cannot be developed as ½-acre lots too.

Jim Checketts, 576 W. 350 S., said that he appreciates the time and effort of the Commissioners and staff. He said that he has "only" lived in the area for 18 years. He said he has met with the developers a number of times and wanted to point out that what is being presented is not the neighbors' plan, but the developers' plan. He said it was stated that someone was recommending this proposal from the developer and asked who was recommending it. **Alex Leeman** said staff was recommending that the Commissioners recommend approval to the City Council. **Jim Checketts** said that he does not feel what is being proposed is cohesive to what is being done in the area. He said he recognizes the changes that have been made by the developer since the previous proposal, but feels the changes are barely small adjustments to what could be and should be made to the development. He feels the developer has been making small changes with an "X Acto knife," when big changes need to happen. He said he also does not think the zoning should be changed. He has a lot of concerns still regarding what the developer is proposing, and he does not think the changes are significant enough for the City Council or Planning Commission to buy off on it. He does not feel what is being proposed will increase anyone's value, except the developer.

Eric Oldroid, 558 W. 350 S. said that he attended one of the developer's open house meetings; he felt the developer and his team were nice guys and applauds them for being willing to meet. He said he feels what the developer has proposed is better than what it was, but that he feels like the proposal has not gone far enough for approval. He said he recognizes and respects people have land rights, but he feels that right is granted based on the property's zone. He said he does not feel the City should grant the developer additional rights by granting a rezone just so the developer's fiscal numbers work for them with the project. He said he is concerned that if an exception is made, there will always be a case for exceptions in the future for other properties. He said he kept hearing that this specific property is a unique piece of land, but he feels there is a case that every piece of land is "unique" in some way. He said he also heard staff say that the minimum area lot size is 8,000 sq. ft., but that the alternative lot size is not available for 10 acres or more; the proposed property is more than 11 acres so he is unsure

why the City would allow the alternative lot size to come into play on this proposal. He feels the Ordinance should not be read as something that should be worked around in order to get what you want. He feels the subdivision would be beautiful, but it would be too crowded, which is not west Farmington. He asked the commissioners to think of the issues brought up by the public; he asked if what is being proposed is reasonably necessary, in the public's best interest, and consistent with the City's General Plan.

Bryce Crowley, 1743 W. Spring Meadow Lane, said he has lived in Farmington for the last 3 ½ years, but that he previously lived in the City for many years. He said he and his family chose to build a home here after he moved his business to Farmington. He said he is concerned about the exceptions requested by the developer and that there are always exceptions encouraged by staff. He said the City Council does not feel the need to amend the General Plan. He also said that when it looked that the developer was going to be denied by the City Council, the City Council tabled the item so not to prevent the developer from having to re-apply in 12 months. He said that although he is not an immediate neighbor to this development, he is concerned about the exceptions that are being made within the City. He said the proposal does not match what the City's requirements are for developments. He said he recognizes exceptions were made for the street he now lives on, but asked how the City tracks all the exceptions that are granted to developers. He expressed concern that the developer has been told no multiple times, but that staff and the City are still encouraging proposals on things that this property is not zoned for and should not be allowed. He said he understands the developer's concern about needing to develop the property appropriately in order to make it work for him, but he feels the developer took on that risk when he purchased the property. He feels what is being proposed up against Legacy Trail looks like Foxboro in North Salt Lake. He asked if what is being proposed meets setback requirements for lots because he does not feel it does meet those requirements. He said he appreciates the time and service the Commission provides, and again reiterated his concern about all the exceptions that are continually made and his desire to continue to fight against those exceptions or to amend the General Plan.

Alex Leeman entered an email sent to the Commission from resident **Andy Romney** into the record.

Alex Leeman closed the public hearing at 8:02 p.m.

Alex Leeman said he wanted to explain the process of the developer's application so the public is aware of it. He said there are two parts to the developer's application, the rezone request and the schematic plan and preliminary PUD master plan approval. He said the Planning Commission is an administrative body; its job is to ensure applications comply with the law and City code. He said the City Council is a legislative body that can determine whether a development is good or bad and if it should be allowed in the City. **Alex Leeman** said a rezone is a discretionary decision, which means the City determines if the decision is good or bad. The decision makers for a rezone is the City Council; however, the Planning Commission makes a recommendation to the City Council to approve or deny the rezone request. He said the schematic plan is a legislative act, and the Planning Commission determines if it meets the law.

Alex Leeman said if the applicant is granted the rezone, then the schematic plan then complies with the law; however, if the rezone does not happen, then the schematic plan does not work. He said the Planning Commission is making a recommendation regarding the rezone and schematic plan. If the City Council were to approve the rezone and schematic plan, the proposal then comes back to the Planning Commission for administrative approval as it is within the law. If the City Council denies the rezone, the application would no longer be valid. He said the landowner can keep coming back with

applications, but at this point the developer does not have to since he has not yet received a denial from the City Council.

Alex Leeman said another comment was made regarding exceptions made by the City. He said there are plenty of places to obtain exceptions from the requirements. He said there is never an instance where someone does not have to comply with the law; one cannot be exempt from the law, but the law does allow for different things. He said just because exceptions happens, it does not mean one is not following what is allowed. He said the law must be followed, but that there are reasons which warrant an exception as there is something given in exchange.

Bret Gallacher asked staff for clarification about Councilmember Cory Ritz's comment at the City Council meeting regarding how this property should only have 28 homes. **David Petersen** said he made the comment in reference to what would be allowed if the property remained zoned AE. He said Councilmember Ritz was "eye-balling" the property based on comparable properties of Miller Meadows or Chestnut Farms.

Alex Leeman asked staff to address how this proposal complies with the Ordinance and the law despite not meeting the minimum lot size. **David Petersen** said in Chapter 11, it states alternative lot sizes are available when a Transfer of Development Rights (TDR) takes place, and that the alternative lot sizes are not available for 10 acres or more. He clarified that the applicant is not asking for a TDR, but is seeking approval for a Planned Unit Development (PUD), which is very different from a TDR. He said the biggest thing the applicant is requesting is the R zone. He said it was mentioned by the public that the R zone is inconsistent with the General Plan. **David Petersen** said a general plan is a recommendation document in the State of Utah. When this property was annexed into the City in 1993 as the AE zone, the Bangerter family was farming it, so it was amended to the A zone, which was inconsistent with the General Plan. He said the property has been inconsistent with the General Plan since 1993. If the City decides to approve the rezone, he said he feels it would be a good time to amend the General Plan to finally make it consistent after 24 years.

David Petersen said the application comes down to the request to rezone the property to R, and not the amendment to the General Plan. He said the applicant is requesting a PUD because the R zone setbacks are cumbersome with the current styles of homes. He said the R zone was created in 1969, and that home styles have drastically changed since that time. He said asking for the PUD allows the developer the ability to ask for allowances to setbacks.

David Petersen said he has been asked by residents why he is in favor for this development. He said one of the reasons staff is in favor of it is because the state has invested a lot of money in rail stops; Davis County only has four of them, including the one in Farmington. He said the whole purpose of urbanization is to move people without having to use a car. Freeways are becoming more congested, the commuting pattern is all towards the south, Utah is facing major air quality issues, and there is no slowing of growth in sight, which means the City will have to grow from within. **David Petersen** said Davis County is no exception. He said the proposed property is the last parcel within acceptable walking distance of the rail station. He said it is continually mentioned that approving this rezone could mean it could happen elsewhere in the City; however, it does not make sense to have this density somewhere else in the City because it is not close to any facilities.

Bret Gallacher asked if the minimum lot size for the R zone is 8,000 sq. ft. **David Petersen** said the yield plan for the R zone is 8,000 sq. ft., which sets the lot thresholds. He said from there, developers can choose to go with conventional lots, which the applicant is not doing, or to go through the PUD process.

Rebecca Wayment thanked the community for showing up and expressing their concerns. She said she recognizes this has been a long process, and she understands the frustrations from all sides, including the developer, staff, and the community. She feels the back and forth will make the end result better. She said she missed the Planning Commission meeting when the developer first presented the development, but was immediately concerned about the lot sizes and density bonuses the applicant was requesting during the second meeting when she saw it for the first time. She felt the Planning Commission provided a lot of good feedback to the developer at that point, and she feels she either was thinking it or said that she would feel more comfortable if lots were ¼ acre. She said in the applicant's new proposal, she likes the open space arrangement and appreciates that the lot count has decreased, but is still concerned about the size of the lots adjacent to the trail. She is not comfortable that someone on the trail could look right into someone's backyard; she does not feel it is a win for anyone.

Rebecca Wayment said she is also concerned about the rezone of the property. She said the staff report states that rezoning this property is a policy shift in Farmington, which would reflect the reality that west Farmington may become urbanized. She said she feels very uncomfortable rezoning west Farmington to allow for an increase in density. She feels with the opening of the high school, and if the City makes a policy shift, many property owners may come forward requesting to rezone their property. She feels rezoning this property could open the floodgates; if an exception is made because the property is unique, she asked how many other property owners will also have "unique properties." She also said that what is being proposed is considered low-medium density housing; however, she does not feel this area needs an additional buffer of low-medium density housing. She feels Clark Lane is a sufficient buffer from the commercial property and the apartments to the single-family homes on the other side of the road. She feels there should not be any low-medium density housing creeping down 650 W.

Rebecca Wayment said she feels like the development is moving in the right direction, but feels the small lots do not belong in the development at all. She feels Miller Meadows has been a success because people like larger lots that have land; it makes it unique and appealing. She feels there is nothing to stop other developments like this from going in if this is approved. She feels if this property is given up to higher density, then the rest of west Farmington will be given up very quickly.

Bret Gallacher said he does not think that this development would be setting a precedent for west Farmington. He said he feels it has been proven over and over that the Commission takes each situation on a case by case basis. He said he was expecting the community to be more in favor of the revised proposal, but has heard the concerns from the residents. He said he has a couple thoughts regarding the applicant's proposal. He said he lives near the golf course, and when Ovation homes proposed smaller lot sizes, the community expressed a lot of concern that no one would want the smaller lots or that no one wants to live in a community of solely retired couples. He said that development has been very successful in their community. He also pointed out that resident Mr. Crowley said exceptions were made for his lot, but that he was against exceptions made for any other lot. He feels that fact negates everything he said because he feels that is like Mr. Crowley saying it is ok for him, but not for anyone else. **Bret Gallacher** expressed frustration that everyone's home was rezoned at one time or another; he feels it is going to happen so at some point it needs to be determined what is a good solution and what could be much worse the next time a proposal comes in. He said the Commission asked for larger lots and a decreased lot count. He said he feels like the applicant has made a good faith effort, and that denying this application could mean a lot worse could come in later. He feels the applicant has done a good job.

Roger Child said he has lived in Farmington for 27 years, has raised his family here, and loves all that Farmington encompasses. He said he is currently living in his second home in Farmington, which is located on a ½-acre lot, but he would like to downsize at some point in the future. He said he would

love options within the City for smaller lots. He said having worked with cities all over the state, the A zone is often a holding zone for future development. He said holding property to its A zone is not always a strong argument because most of the A zones get rezoned. He said looking at the size of lots next to the trail and freeway from an economic perspective, those lots are exactly where they need to be located. He said the space between the homes on the smaller lots would be narrow, which would act as a sound and economic wall. He said it would block the sound from Legacy Parkway, as well as act as a buffer to enhance the value of other properties not against the freeway.

Roger Child said it is challenging for him to think the City's "affordable housing" is starting at \$450,000. He feels it is essential for a City to have a price diversity among its home. He said there is little to no development options on the east side, so development will have to move west. He said providing different size lots will provide more of a mixed demographic, which can make for a more successful neighborhood. He feels only providing ½-acre or ¼ acre lots will greatly restrict the demographic. He feels some of the greatest subdivisions in the City are within the R zone. He feels when you drive through these zones, you cannot tell they are any different. He also feels the issue of setting a precedence is slightly moot; Farmington has the largest commercial development in Davis County with Station Park and the light rail. He said this area tends to support a slightly higher density, and this project would act as a buffer to those that still want larger lots.

Rebecca Wayment said the developer stated that there are 10 areas within the City that are currently zoned R. She asked where these areas are located. **Roger Child** also asked for the average lot size in the Ranches. **David Petersen** said it depends on the area, but that the average lot size is approximately 11,500-12,000 sq. ft. He also added that it was a 719-acre development with 55% open space, so he feels the comparison is apples to oranges. He also showed the location of the R zones within the City. **Rebecca Wayment** asked if there are any R zones on the west side of the City. **David Petersen** said no, there are not any R zones on the west side.

Alex Leeman said he understands the history of the west side and its agriculture base. He said he also understands the way different areas can be developed; however, demanding the same thing that has been done in other areas means there is little variety within the City. He said he feels varied zoning allows the Planning Commission different tools to develop a City. He feels making the decision that the R zone should not be located on the west side of the City eliminates a whole category of how a City could be developed. He feels having an applicant come along requesting some of these things makes the City stop and consider how it should be developed out.

Alex Leeman said he feels the ¼-acre lot size argument has come up a lot; however, he feels there are hundreds and hundreds of ¼-acre lots in the City. He feels if someone wants a ¼-acre lot, there are already so many to choose from within the City; however, smaller lots are less available within the City. He said he has a hard time requiring ½-acre lots because currently, someone would need close to \$900,000 to build on it. He said his parents live on a smaller lot, which has been very beneficial for them and many others. **Alex Leeman** said he feels one improvement the developer has made is that the outward facing lots have increased in size. He said he also likes roads put in that allow for future development because it makes for a better-planned community. He also feels the larger lots on the southern border will provide for continuity of lot size in the area when other properties decide to build out. He feels having the smaller lot sizes in the middle of the project makes sense. He said that he would recommend approval of the rezone to City Council, which would then also include the schematic plan.

Bret Gallacher said he feels that if the Commission were to demand 28 lots, many people still would not be happy with the development. **Alex Leeman** said he would be less happy if 28 lots were demanded. He said he is tired of the ¼-acre lots. **Rebecca Wayment** said it appears that 18 lots are

under .18 acres, which is a very small lot. She said that would be over half of the development being way under ¼ acre lots. She asked if there are even ¼-acre lots even found in the development. **Alex Leeman** said the Commission is making a legislative decision regarding if the rezone to R is something the commissioners like. He said he feels having 18 smaller lots is a positive toward the rezone. He said he does not feel density is a bad thing; he does not feel it is a good fit everywhere, but thinks that a well-planned community requires a good mixture of densities. He said if there is an area in the City where putting houses closer together makes sense, this property is it. **Bret Gallacher** said a comment was made about how there are no houses that abut the Legacy Trail. He said in his experience regularly using the trail, there are many smaller lots that abut it, and it still seems nice and that people still want to move into those smaller lots.

Alex Leeman thanked the commissioners for their diversity of opinion. He said he recognizes there is disagreement on this item, but said he likes that all commissioners can present their differences regarding items like this.

Motion:

Bret Gallacher moved that the Planning Commission recommend that the City Council approve the rezone from AE to R, and amend the General Plan from RRD and AG to an LDR designation for 11.93 acres of property located at approximately 650 West and 250 South as identified in the attached legal description, subject to all applicable Farmington City ordinances and development standards and the following condition: the approval is subject to an approved preliminary PUD master plan and that the Planning Commission recommend that the City Council approve the schematic plan and preliminary PUD master plan for the Mountain View PUD Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant shall enter into a development agreement memorializing the approved master plan prior to or concurrent with preliminary plat;
2. All outstanding comments from the DRC for schematic plan shall be addressed on preliminary plat.

Roger Child seconded the motion. **Roger Child, Bret Gallacher, and Alex Leeman** voted in favor of the motion; **Rebecca Wayment** voted against it. The motion passed with the majority vote of 3-1.

Findings for Approval for the Rezone:

1. While the proposed rezone is not consistent with the General Plan, this area of Farmington is changing, and the General Plan is antiquated and does not reflect the current realities facing suburban communities (such as Farmington) on the Wasatch Front; the General Plan is likely to be overhauled in the future to more accurately reflect the area's projected growth and accommodate the changes within the area.
2. The proposed rezone will provide low to medium density housing and act as a transition between lower intensity single-family residential development to the south, and higher intensity mixed use development to the north.
3. The property is removed from 650 West and abuts the Legacy Highway; it is an in-fill development and is suitable for low to medium density housing as it is hidden by a row of homes on 650 West.
4. Making the rezone contingent on the approval of a preliminary PUD master plan ensures that vesting does not occur without the approval of a master plan for the area, protecting the city in the event that the applicant does not move forward with the subdivision.

5. Although at a higher density, the proposed development is still single-family residential, which is commensurate with surrounding neighborhoods.

Findings for Approval for the Schematic Plan and Preliminary PUD Master Plan:

1. The proposed plans meet the requirements of the subdivision and zoning ordinances of an R-PUD zone, if the rezone does occur.
2. Schematic plan does not vest the property, and will be null-and-void if the rezone is not passed.
3. The proposed development will provide low to medium density housing and act as a transition between lower intensity single-family residential development to the south, and higher intensity mixed use development to the north.
4. The property is removed from 650 West and abuts the Legacy Highway; it is an in-fill development and is suitable for low to medium density housing as it is hidden by a row of homes on 650 West, and abuts a major highway facility.
5. Although at a higher density, the proposed development is still single-family residential, which is commensurate with surrounding neighborhoods.
6. The attached landscape plan and building elevations are of a high design quality and meet the standards set forth in Section 11-27-070; additionally, the project will provide a connection to Legacy Parkway Trail.
7. The applicant is providing 51,836 s.f. of improved open space, including a trail connection to Legacy Parkway Trail.

CONDITIONAL USE

Item #4. Farmington City (Public Hearing) – Applicant is requesting conditional use and site plan approval of a round-about design as a public use on property at Clark Lane and 1100 West in an A (Agriculture) zone. (C-17-17)

Eric Anderson said this project is for the roundabout at Clark Lane and 1100 W. He said it is currently a weed patch; he presented the plan of the water feature with horse sculpture, as found in the staff report. He show pictures of a similar project in Grand Junction and said that the same artist has been commissioned for this project if the conditional use and site plan are approved. Eric Anderson said it has to be considered as a conditional use because the roundabout is a public use, so the City has to go through the same process as any other applicant. He said one big issue is that the plans are showing a Weber Basin water line, but it is actually a BOR water line with an easement over it as well as a City water line. He said those water line easements will have to be resolved prior to moving forward on the project; he said conditions addressing the issue have been included in the proposed motion. Staff is recommending approval of this item.

Alex Leeman asked about the source of water for the water feature. David Petersen said the water will be recirculated.

Roger Child asked how deep the water would be in the water feature. Eric Anderson said he thought it will be trickling water, so fairly shallow.

Alex Leeman opened the public hearing at 8:51 p.m.

Kristin Williams, 344 S. 100 W., asked if there would be water in the middle of the roundabout, as well as on the side where the University of Utah Health Center is located. If so, she asked how much work is involved in getting water under the road and if the water actively running under the road would

CITY COUNCIL AGENDA

For Council Meeting:
January 16, 2018

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from January 2, 2018
2. Agreement for Municipal Advisory Service – Zions Bank
3. Station Park North Subdivision Improvements Agreement
4. Rock Mill Lane Improvements
5. Residences at Farmington Hills Improvements Agreement

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

FARMINGTON CITY COUNCIL MEETING

January 2, 2018

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers Cory Ritz, Doug Anderson, Brigham Mellor, Rebecca Wayment; City Manager Dave Millheim, City Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Brett Anderson

Mayor **Jim Talbot** asked guests present for the meeting to provide a brief introduction. Bruce Young is running for County Commissioner, and has previously served on the Clearfield City Council. Candace Daly is a lobbyist that is working to ensure that the West Davis Corridor's negative impacts on Farmington are minimized; Greg Daly and Spencer Moffat are part of a citizens group in Farmington working toward the same.

Legislative Update

Senator **Stuart Adams** and Representative **Tim Hawkes** provided an overview of things that will potentially be addressed during the legislative session. **Stuart Adams** noted that because it is an election year, it will be a sensitive time to work on tough issues, but it was likely that some form of tax reform will be attempted. He discussed the \$1 Billion dollar transportation bond passed in the 2017 session which is designed to be staggered to minimize cash flow problems, optimize debt repayment, and allow for continuous construction rather than spurts and stops. **Stuart Adams** noted there will be governance issues for the transportation task force to address. He stated that there would be a \$20 Million dollar increase to the cost of the West Davis Corridor for every year that it is delayed, due to increased capital costs and inflation, so the hope is that construction will begin as scheduled.

Tim Hawkes commended **Stuart Adams** on his skill for funding infrastructure in our fast growing state. He noted that we need to plan for the growth and move away from a Los Angeles model that leads to urban sprawl and instead plan for nodes of business and economic development which would allow for shorter commute times. Both **Tim Hawkes** and **Stuart Adams** were pleased with the success of Station Park but noted the need for increased economic development in Davis and Weber County, planning for the long term and creating an economic identity.

Jim Talbot and **Dave Millheim** expressed that for the business park to be successful, the Shepherd Lane Interchange needs to be built as soon as possible. With traffic impacts from the high school and the stress on Park Lane, it is a top priority of the City to have the timeline of the interchange moved up. **Stuart Adams** said that he was grateful for the respectful group of citizens advocating to improve the West Davis Corridor plans. He noted that UDOT is looking to buy additional land to increase the buffer between homes and the road.

Jim Talbot thanked **Stuart Adams** and **Tim Hawkes** for coming and expressed the desire to keep the lines of communication open during the session and make plans for future in-person updates.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Brigham Mellor; City Manager Dave Millheim, City Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Brett Anderson

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:04 p.m.

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

The invocation was offered by **Brigham Mellor** and the Pledge of Allegiance was led by Mayor **Jim Talbot**.

PRESENTATIONS:

Introductions of Newly Elected Officials and Administration of Oath of Office

Holly Gadd administered the Oath of Office to Mayor **Jim Talbot** and Councilmembers **Brigham Mellor** and **Rebecca Wayment**.

Jim Talbot congratulated all who ran good campaigns and who were elected by the people of Farmington. He is grateful to serve as Farmington's Mayor and is looking forward to fulfilling his term.

Brigham Mellor shared that he loves Farmington and loves serving and is grateful to be beginning his second term. He has worked in municipal government for years, but once on the Council realized how hard the City staff work to support the residents of Farmington. He expressed appreciation for their dedication.

Rebecca Wayment introduced her family and thanked them for their support during the campaign. After serving on the Planning Commission for several years, she is excited to serve in this new capacity as Councilmember.

NEW BUSINESS:

Mayor Pro Tempore Election

Mayor **Jim Talbot** asked for nominations for Mayor Pro Tempore to serve if the Mayor is not able to discharge his duties.

Doug Anderson nominated **Brett Anderson**; no additional names were offered.

Motion:

The Mayor called for a vote on **Brett Anderson** as Mayor Pro Tempore. All Councilmembers present voted in favor of the nomination.

Appointment of City Council Members to Various Committees

Mayor **Jim Talbot** reviewed assignments for Councilmembers as contained in the staff report. The following assignments were made:

- Personnel/Problems Resolution Committee: **Mayor Talbot, Brett Anderson and Brigham Mellor**
- Special Events Liaisons: **Mayor Talbot and Doug Anderson**
- Development Review Committee/Economic Development: **Brett Anderson and Brigham Mellor**
- Historic Preservation Liaisons: **Cory Ritz**
- Youth City Council Director: **Doug Anderson**
- Trails Committee Liaisons: **Rebecca Wayment**
- Davis Chamber of Commerce Representative **Rebecca Wayment**
- Utah League of Cities & Towns Representatives: **Mayor Talbot, Brigham Mellor and Dave Millheim**
- Davis County Mosquito Abatement Board: **Cory Ritz**
- Wasatch Integrated Waste Board: **Mayor Talbot**
- Mayor Pro Tempore: **Brett Anderson**

Motion:

Cory Ritz moved to approve the Resolution, as contained in the staff report, for the appointment of City Council members to various Council Committees, assignments and providing for the appointment of certain individuals to represent Farmington City on various boards, councils and commissions with the Mayor Pro Tempore serving for the period of one year, and other assignments for the period of two years. **Doug Anderson** seconded the motion which was approved unanimously.

Legacy Parkway Truck Ban

Dave Millheim stated that this was to be handled as a summary action item, but Staff determined that it should be reviewed as a separate matter.

David Petersen discussed the history of the truck ban on the Legacy Parkway and noted that it will expire in 2020. The purpose of the resolution presented to the Council for approval is to demonstrate support of the truck ban on Legacy Parkway and the pursuit of the removal of the sunset related to the ban. **Dave Millheim** said that other cities have passed similar resolutions which will be a part of the larger West Davis Corridor discussion and seeking the scenic byway designation.

Motion:

Doug Anderson moved to approve the resolution contained in the staff report supporting the continuation of the truck ban on Legacy Parkway and asking the State Legislature to remove

the sunset of the ban. **Rebecca Wayment** seconded the motion which was approved unanimously.

SUMMARY ACTION:

1. Approval of Minutes from November 21, 2017
2. Approval of Minutes from December 5, 2017
3. Resolution Appointing the City Recorder and City Treasurer
4. Nature Center Water Line Agreement
5. Hunters Creek Land Conveyance
6. Brentwood Subdivision Plat Amendment
7. Tuscany Cove Plat Amendment
8. Christy Lane License Agreement
9. Rock Mill Estates Trail Reimbursement Agreement
10. Rock Mill Estates 600 North License Agreement
11. High School Road Dedication Plat Modification

Motion:

Brigham Mellor moved, with a second from **Cory Ritz**, to approve summary action item 1 through 11 as contained in the staff reports.

The motion was approved unanimously.

GOVERNING BODY REPORTS:

City Manager Report

Dave Millheim reviewed a number of items contained in the staff report.

Fire Monthly Activity Report for November: **Cory Ritz** noted that the urgent response times have improved and are nearly at the goals set by the Fire Department. He congratulated Chief Smith and the Fire Department on their work.

Executive Summary for Planning Commission held December 14, 2017: No additional updates were provided on this item.

TDR Report: **David Petersen** prepared a table about how the TDR process has been used by the City Council to move density to other infill projects. The ordinance puts responsibility and authority with the City Manager, but the discretion belongs to the City Council. The TDR process has generated approximately \$836,000 which is designated for park development. **Dave Millheim** presented an agreement form which will be used to document how the City is using the TDR process. This will allow staff to track and be transparent about their use. **David Petersen** noted that Layton City has asked Farmington about its use of the TDR process to help as they develop their own agreements.

Report on TIGER Grant: More detail will be provided in the coming months but the City is still waiting for the Federal agreement to be in place for the 650 West sidewalk project.

Wasatch Choice and Metro Solutions Conference – January 23rd: Councilmembers interested in attending were asked to let staff know so that registration could be arranged.

West Davis Corridor Scenic By-way Open House – January 23rd: The City has passed a resolution endorsing the scenic byway designation for the West Davis Corridor. This requires that an open house be held; it is not a public hearing. It will take place at 6 p.m. at City Hall.

Pickleball Scheduling Challenges: When the gym opened in the spring, it was considered a soft opening to allow Parks and Recreation staff to track attendance and determine demand for the various resources. This gym is currently closed midday. A group of regular Pickleball are asking for more time, courts and resources. They have demonstrated unsportsmanlike behavior when asked to clear the courts so that Jr. Jazz and previously scheduled events can be held. **Dave Millheim** has asked Neil Miller and his staff to review usage and outline the options for addressing the dedicated and engaged Pickleball players who are largely coming from outside of Farmington. That report will be presented to the City Council at a future date.

Evans Planning Commission review: The Evans family will be presenting a proposal to the Planning Commission related to the 65 acres they are seeking to develop in West Farmington. Planning Staff has been impressed with the plans. The Evans family has engaged land planners to draft the macro plan. Councilmembers are encouraged to attend.

City Newsletter: Holly Gadd reviewed the commitment by Councilmembers to contribute articles to the newsletter. She provided a list of assignments and related deadlines for Councilmember review.

Local Officials Day, January 24: This event is held at the State Capital and staff asked which Councilmembers were able to attend. The Youth City Council is invited to attend and Councilmembers were asked to support the event by attending and providing transportation for Youth City Council members.

Mayor Talbot & City Council Reports

Councilmember Brigham Mellor

No updates to report.

Councilmember Cory Ritz

Cory Ritz provided a year-end report from the Davis County Mosquito Abatement Board. Because of the warm fall, abatement efforts continued into November. In the State of Utah, there were 62 West Nile Virus cases; eight in Davis County, four of which were neuro-invasive. The Board voted to raise the tax rate to help cover anticipated expansions and to establish a lab for monitoring. The increase amounts to \$3.28 per home and \$5.96 per business. This will bring in about \$425,000 for each of the next two years.

Councilmember Doug Anderson

Doug Anderson asked for an update about **Jim Talbot's** meeting with the School District related to the Farmington High School mascot. **Jim Talbot** shared that he expressed his concerns

with district officials and will reach out to School Board members and other administration officials.

Councilmember Rebecca Wayment

No updates to report.

Mayor Jim Talbot

Mayor **Jim Talbot** asked City Councilmembers to attend the Planning Commission meeting in support of the plans for the roundabout on 1100 West. The Planning Commission discussed the item, but tabled it over concerns related to the water feature.

CLOSED SESSION

Motion:

At 8:12 p.m., **Brigham Mellor** made a motion to go into a closed meeting for purpose of potential sale of property. **Doug Anderson** seconded the motion which was unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

Motion:

At 8:19 p.m., a motion to reconvene into an open meeting was made by **Cory Ritz**. The motion was seconded by **Brigham Mellor** which was unanimously approved.

ADJOURNMENT

Motion:

At 8:19 p.m., **Doug Anderson** moved to adjourn the meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: January 3, 2018

Subject: **APPROVE AGREEMENT FOR MUNICIPAL ADVISORY SERVICES WITH ZIONS PUBLIC FINANCE INC.**

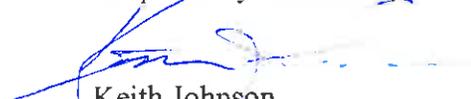
RECOMMENDATIONS

Approve the enclosed agreement for municipal advisory service with Zions Public Finance Inc.

BACKGROUND

Zions Public Finance Inc. has been the financial advisor to the City for the past several years. They have done a tremendous job for the City. The current agreement ended December 31, 2017. There are a couple of things to point out in this new agreement. First of all the fees stay the same. No changes in the fees that they charge is really good for the City and is great that they can keep them the same. Also there is no term limit in this agreement, meaning it stays as is for as long as the City and Zions wants. The City or Zions can cancel the agreement on the anniversary date of the agreement at any time. This means that the fees stay level and will not change unless Zions wants to change the agreement and that we do not have to approve a new agreement every couple of years.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Dave Millheim,
City Manager



ZIONS PUBLIC FINANCE, INC.

**Agreement
for
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the 1st day of January, 2018 by and between Farmington City, Utah, hereinafter "City" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of ZB, N.A., hereinafter "Zions".

WITNESSETH

WHEREAS, the City desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the City; and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the City desires assistance from Zions relating to the following: (check all that apply)

- All financings of the City, including, but not limited to general obligation bonds, revenue bonds, lease revenue bonds, special assessment bonds, tax increment bonds, and notes issued by the City, its Municipal Building Authority, Local Building Authority, RDAs, EDAs, and CDAs, with the exception of those financings specifically excluded under Section 2 below.

- Optional Services S, T, U

NOW, THEREFORE, the City and Zions agree as follows:

1. Zions Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the City and agrees to act in the City's best interests. Zions agrees to provide the following services to the City as requested:

- (a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the City's securities, including notes, bonds, and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the City's goals and objectives.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will quarterback the financing team with the task of keeping team members on schedule and within budget.

(d) Work cooperatively with the City's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the City.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to the City, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the City with its desired payment structure.

(h) Attend meetings as requested by the City to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the City's governing body.

(i) Assist the City in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the preparation and review of an Official Statement, or other offering documents for each security issue, setting forth financial and other information about the City and the securities being offered for sale.

(k) Participate in a "Due Diligence" meeting of the City prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. City understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.

(l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the City's securities.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the City's financings.

If requested, Zions will organize, assist in the preparation of, and participate in the City's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the City.

(n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).

(o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.

(p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.

(q) Advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, etc.

(r) Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, business license fees, grants, and other studies as requested by the City.

Optional Services

(s) Draft the Preliminary Official Statement and the Final Official Statement.

(t) Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with the City's foreclosure trustee if needed.

(u) Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the City's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the City's Municipal Advisor.

Zions will not provide municipal advisory services to the City under this Agreement with respect to any commercial banking transaction between the City and Zions, including but not limited to

bank loans and leases, lines of credit, liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the City's bonds or leases.

3. The City agrees that in consideration for the foregoing services to be performed by Zions, the City will do the following:

(a) The City will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the City.

(b) The City will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The City will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the City.

(d) The City will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.

4. It is understood that the execution of this Agreement secures the services of Zions as the City's Municipal Advisor. Either party may cancel and terminate this Agreement, for any reason, 60 days prior to any anniversary date of the Agreement.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. Zions agrees to indemnify, save harmless and defend the City from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.

7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement constitutes the entire Agreement between the parties.

9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

FARMINGTON CITY, UTAH

By _____

ATTEST:

ZIONS PUBLIC FINANCE, Inc.
A wholly-owned subsidiary of
ZB, N.A.

By _____
Vice President

Exhibit A
FEE Schedule
For Services outlined in Section 1(a) through 1(q) of the Agreement

Bonds with proceeds under \$2 million	\$4.75 per thousand
Bonds with proceeds between \$2 and \$5 million	\$3.00 per thousand
Bonds with proceeds between \$5 - \$10 million	\$2.50 per thousand
Bonds with proceeds in excess of \$10 million	\$2.00 per thousand

It is understood that our fee will not be payable unless or until bonds are actually approved, issued and sold and the proceeds are available for your disposition. It is also understood that in no case will Zions charge less than \$8,000 for the advisory services provided in conjunction with the issuance of bonds or notes.

Additionally, the City agrees to reimburse Zions for out-of-pocket expenses including costs related to out-of-state travel, computer, election brochures, e-commerce, postage, copying, etc. Such costs will be at the City's request and will not be in excess of \$1,000 without City approval.

FEE Schedule
For Studies Services outlined in Section 1(r) of the Agreement

If the City desires that Zions prepare a study as outlined in Section 1(r) above, the City will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

Fee Schedule for Optional Services

For POS and OS Services outlined in Section 1(s) of the Agreement

If the City desires that Zions draft the preliminary official statement and final official statement, the City will pay Zions an additional fee of \$4,000 for each issue.

For Special Assessment Administration Services outlined in Section 1(t) of the Agreement

If the City desires that Zions administer the billing, collecting and accounting functions related to Special Assessment Areas, the City will pay Zions an additional, mutually-agreed upon fee after the scope of these services has been determined.

For Continuing Disclosure Services outlined in Section 1(u) of the Agreement

If the City desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the City will pay Zions an additional, fee based on the following schedule:

Filing Fees ¹ :	Fee for Annual Financial Information Filing
Base Fee for all General Obligation Bonds Issued	<u>\$2,000.00</u>
Additional Bonds Issued:	
Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	1,500.00
Tax Increment Bonds (includes all tax increment bonds issued).....	1,500.00
Excise Tax Revenue Bonds (includes all excise revenue bonds issued).....	1,500.00
Special Assessment Bonds (includes all university or college revenue bonds issued).....	2,000.00
Other (includes all other bonds issued).....	500.00
Material Event Notice Filing Fees:	
Fee for Late Filing (submitted after due date).....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access (“EMMA”) by [insert date]. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the “late filing.”

When applicable, Zions Public Finance, Inc. would charge a filing fee for services rendered in the event of a Material Event Notice. A “Material Event” in which disclosure is required may consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
 - (i) Principal and interest payment delinquencies;
 - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

¹ Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

- (iv) Substitution of credit or liquidity providers, or their failure to perform;
 - (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
 - (vi) Defeasances;
 - (vii) Tender offers;
 - (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
 - (ix) Rating changes.
- (b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
 - (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
 - (iii) Non-payment related defaults;
 - (iv) Modifications to the rights of the owners of the Bonds;
 - (v) Bond calls; or
 - (vi) Release, substitution or sale of property securing repayment of the Bonds.

Exhibit B
Zions Public Finance, Inc.
Disclosure Statement of
Municipal Advisor

The Municipal Securities Rulemaking Board (MSRB) adopted Rule G-42 on December 23, 2015. It became effective on June 23, 2016. Section (b) of Rule G-42 requires all Municipal Advisors to disclose to their clients, in writing, any actual or potential material conflicts of interest, including with respect to certain specifically identified categories in Rule G-42, if applicable. Zions Public Finance, Inc. (hereinafter "Zions") makes the disclosures set forth below with respect to material actual or potential conflicts of interest in connection with our Agreement for Municipal Advisory Services (the "Agreement") dated January 1, 2018 with the City, together with an explanation of how Zions addresses, or intends to manage or mitigate each conflict.

Conflicts of Interest

With respect to each actual or potential conflict disclosed below, Zions mitigates such conflicts through adherence to our fiduciary duty to City, which includes a duty of loyalty in performing all municipal advisory activities for City. This duty of loyalty obligates Zions to deal honestly and with the utmost good faith with City and to act in City's best interests without regard to Zions' financial or other interests. Because Zions is part of a much larger banking organization, our profitability is not dependent on maximizing short-term revenues generated from our municipal advisory activities, but instead is dependent on long-term profitability built on a foundation of integrity, quality service, and strict adherence to our fiduciary duty.

In connection with the issuance of municipal securities, Zions may receive compensation from City for services rendered which may be contingent upon the successful closing of a transaction, and/or where our compensation may be based in whole or in part on the size of the transaction. In other situations, our compensation may be based upon an hourly rate or rates. In still other situations, our compensation may be based upon an annual retainer or a fixed fee for a given project.

Consistent with Rule G-42, Zions hereby discloses that each of these methods of compensation may present a potential conflict of interest regarding our ability to provide unbiased advice to enter into such transaction.

For example, fees that are (i) dependent upon the size of and successful closing of a transaction could create an incentive for Zions to recommend unnecessary, oversized, or disadvantageous financings in order to increase our compensation; (ii) based upon an hourly rate could create an incentive for Zions to recommend alternatives that result in greater hours worked; and (iii) based upon an annual retainer or fixed fee could incentivize Zions to recommend less time-consuming alternatives or fail to do a more thorough analysis of alternatives.

In each case, Zions represents that the potential conflict of interest relating to compensation will not impair our ability to render unbiased and competent advice or to fulfill our fiduciary duty as described above to City.

Also, Zions has numerous municipal advisory relationships with various governmental entities that may from time to time have interests that could have a direct or indirect impact on City's interests. For example, Zions' other municipal advisory clients may from time to time, and depending on specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Zions could potentially face a conflict of interest arising from these competing client interests.

In addition to serving as municipal advisor to City, Zions may, from time to time, serve as a municipal advisor to a conduit borrower. In such event, City and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to both the conduit borrower and City in a timely manner.

As a part of ZB, N.A., a nationally-chartered banking organization, Zions has many affiliated businesses that have provided, or desire to provide, services to governmental entities, including City.

These affiliates include:

- Zions Bank Corporate Trust, a division of ZB, N.A, and an entity related to Zions ("Corporate Trust"), offers corporate trustee and custodial services to municipal issuers and obligated persons. If a client engages in these services, it is done directly with Corporate Trust under a separate engagement.
- Zions Capital Advisor Institutional Liquidity Management ("ZCA"), an affiliate and SEC registered investment advisor provides discretionary money management to institutional clients for a fee. If the client engages ZCA for these services, they will be dealing directly with ZCA under their own agreement and disclosures.
- Zions Bank Capital Markets, an affiliated bank dealer, provides underwriting and dealer services to institutional clients including municipal issuers. Additionally, the dealer may take positions or underwrite securities for other municipal issuers.
- Zions Bank, a division of ZB, N.A, provides traditional banking services to municipal clients through their branch locations and treasury departments. Any products or services offered are subject to the terms and conditions of the bank agreement for the engagement.

Corporate Trust is the only affiliate that may be expected to provide services that are directly related to the Municipal Advisory activities to be provided by Zions within the scope of services under the Agreement. Corporate Trust acts as a Paying Agent, Registrar, Trustee, and Escrow Agent to municipal clients on municipal financings. Corporate Trust's desire to do business with City could create an incentive for Zions to recommend a course of action that increases the level of City's business activity with this affiliate. In addition to the general mitigations described above, in the event that Zions makes a recommendation to City that could influence the level of business with Corporate Trust, Zions will consider alternatives to such recommendations which will be disclosed to City along with the potential impact such recommendations and alternatives would have on City and the affiliate.

As further described below, Zions Bank, an affiliate of Zions, may from time to time make bank loans to, or purchase leases or securities from, the City, which such loans and purchases are expressly excluded from the scope of the Agreement.

After reviewing our list of existing client relationships and upcoming transactions, we cannot identify any existing material conflicts of interest that would prevent us from serving City's best interests. If Zions becomes aware of any additional potential or actual conflicts of interest after this initial disclosure, Zions will proactively disclose the detailed information, in writing, to City in a timely manner.

Legal or Disciplinary Events

Zions does not have any legal events or disciplinary history on Zions' Form MA and/or Form MA-I. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation when they occur. Each of Zions' most recent Form MA and Form MA-I filed with the SEC may be accessed electronically on the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Zions, Zions will provide complete disclosure to you in detail, allowing you to evaluate Zions, its management and personnel.



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: Ken Klinker, Planning Department

Date: January 16, 2018

**SUBJECT: STATION PARK NORTH SUBDIVISION IMPROVEMENTS
AGREEMENT RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Cash Form) between Station Park Centercal, LLC and Farmington City for the Station Park North subdivision.

BACKGROUND

The bond estimate for the Station Park North subdivision is \$197,116.00 which includes a 10% warranty bond. Station Park Centercal, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, all the bond except the warranty amount will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between STATION PARK CENTER CAL, LLC (hereinafter "Developer"), whose address is 1600 E FRANKLIN EL SEGUNDO CA and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as STATION PARK NORTH, located at approximately PACIL LANE, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 197,116.⁰⁰

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 197,116.⁰⁰ for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 3rd day of January, 2018

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

Fred Bruning
By: Fred Bruning
Its: MARGIE

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

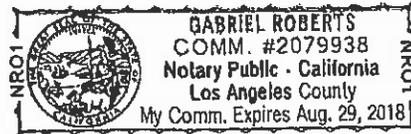
On January 3, 2018 before me, Gabriel Roberts, Notary Public
(here insert name and title of the officer)

personally appeared Fred Browning

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer Is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Corporation)

STATE OF UTAH)
)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me H. James Talbot and Holly Gadd who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in _____ County, _____.

Station Park North
Bond Estimate
Revised 12/18/2017

Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%
Catch Basin Curb Inlet	2	EA	\$ 2,000.00	\$ 4,000.00		0	0	0
15" RCP Pipe (Included bedding and Full)	55	LF	\$ 38.00	\$ 2,090.00		0	0	0
4' Manhole	4	EA	\$ 4,000.00	\$ 16,000.00		0	0	0
SWPPP	1	LS	\$ 6,000.00	\$ 6,000.00		0	0	0
Subtotal				\$ 28,090.00				
10% Warranty Bond				\$ 3,209.00				
Total				\$ 31,299.00				

Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%
Sewer Lateral	0	EA	\$ 2,500.00	\$ -		0	0	#DIV/0!
Subtotal				\$ -				
10% Warranty Bond				\$ 2,500.00				
Total				\$ 2,500.00				

Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%
Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000.00		0	0	0
8" PVC C-900 DN 14 Cullinary Water	790	LF	\$ 35.00	\$ 27,650.00		0	0	0
8" Gate Valve	6	EA	\$ 2,000.00	\$ 12,000.00		0	0	0
8" Fittings	3	EA	\$ 600.00	\$ 1,800.00		0	0	0
Water Lateral	8	EA	\$ 1,300.00	\$ 10,400.00		0	0	0
Fire Hydrant	3	EA	\$ 4,500.00	\$ 13,500.00		0	0	0
Subtotal				\$ 68,350.00				
10% Warranty Bond				\$ 6,935.00				
Total				\$ 75,285.00				

Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%
Sawcut Asphalt	880	LF	\$ 4.00	\$ 3,520.00		0	0	0
Curb and Gutter w/ Base	920	LF	\$ 20.00	\$ 18,400.00		0	0	0
6' Sidewalk w/ Base	5520	SF	\$ 5.00	\$ 27,600.00		0	0	0
ADA Ramp	4	EA	\$ 800.00	\$ 3,200.00		0	0	0
4" Asphalt Patch	5280	SF	\$ 5.00	\$ 26,400.00		0	0	0
Subtotal				\$ 79,120.00				
10% Warranty Bond				\$ 7,912.00				
Total				\$ 87,032.00				

Total Bond				\$ 197,116.00				
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Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	5280	SF	\$ 0.20	\$ 1,056.00
Street Signs		EA	\$ 300.00	\$ -
Street Lights	2	EA	\$ 3,200.00	\$ 6,400.00

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 16, 2018

SUBJECT: **ROCK MILL LANE IMPROVEMENTS**

RECOMMENDATION

Move that the City Council approve the proposed improvements to Rock Mill Lane consistent with Agreement 2007-84, and accept the cost amount of \$51,789.16, as set forth in the enclosed estimate by Kapp Construction, of which \$25,434.20 will be paid from storm water account #54402650 and the remaining \$26,354.96 will be paid from streets account #11650800.

BACKGROUND

Symphony Homes is currently developing the old Larry Haugen property consistent with an agreement dated September 13, 2010. As per the agreement, Symphony must install curb and gutter (including a storm drain inlet box) on the west side of Rock Mill Lane (a dedicated public right-of-way) from the north boundary of the old Hansen property south to 600 North Street, and provide a 2 and 1/2 inch asphalt overlay 15 to 18 feet wide the entire length of Rock Mill Estates from the Tom Owens property south to 600 North Street. The City must grade Rock Mill Lane and take whatever steps are deemed necessary by the City Engineer, including road base, to prepare the r.o.w. prior to installation of the asphalt, which also includes the extension of a storm drain pipe from the inlet box to 600 North. In other words, essentially rebuilding the road.

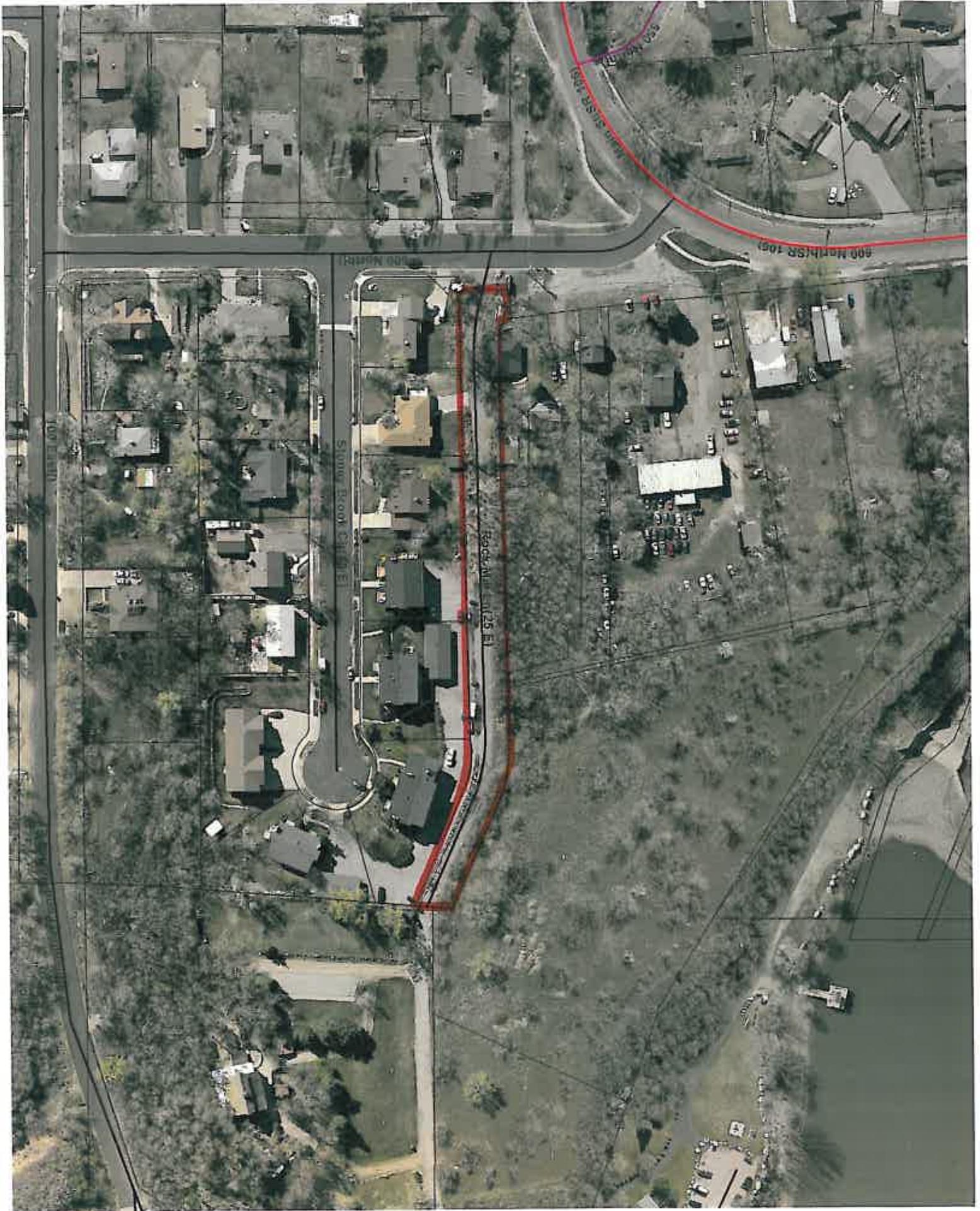
The City Engineer and Public Works are also recommending the extension of the curb and gutter on the west side of Rock Mill Lane north from the old Hansen property to the Owens property (this is reflected in the Kapp estimate). This will help ensure that the newly improved road will drain appropriately and not erode/fail in the future, and it will also help protect future owners in the Symphony subdivision from storm water run-off from the r.o.w.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager





Old Hansen Property

Rock Mill Ln (25 E)

Stoney Brook Cir (40 E)

600 North (SR 106)

600 North()

Main St (SR 106)

550 North()

Farmington Pond Rd (100 E)

100 East()

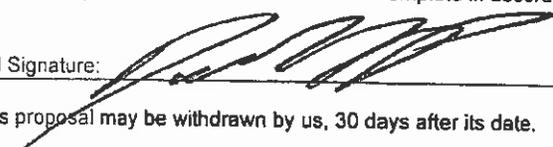
PROPOSAL

KAPP CONSTRUCTION
A UTAH LICENSED GENERAL CONTRACTOR
1595 WEST 3300 SOUTH
OGDEN, UTAH 84401
801-393-7360
FAX 801-393-8241

January 3, 2018 Revised

SUBMITTED TO: Farmington City
PROPOSAL FOR: Rock Mill Lane Improvements
JOB NAME:
JOB ADDRESS: Farmington, Utah

We *Propose* hereby to furnish material and labor - complete in accordance with specifications below.

Authorized Signature: 

Note: This proposal may be withdrawn by us, 30 days after its date.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We here by submit specifications and estimate for

ITEM DESCRIPTION	QUANTITY UNITS	PRICE/UNIT	TOTAL
1) 30" Curb and Gutter with 8" Roadbase	532 LF	\$ 16.50	\$ 8,778.00
2) 1/2" Asphalt	10993 SF	\$ 0.22	\$ 2,418.46
3) 12" Roadbase	10993 SF	\$ 1.50	\$ 16,489.50
4) Remove existing asphalt	1 LS	\$ 6,438.00	\$ 6,438.00
5) Prepare subgrade	1 LS	\$ 9,130.00	\$ 9,130.00
6) Connect to existing storm drain with 60" manhole	1 EA	\$ 2,729.00	\$ 2,729.00
7) 12" RCP	48 LF	\$ 22.40	\$ 1,075.20
8) Saw Cul and Remove Asphalt	1 LS	\$ 591.00	\$ 591.00
9) 4" Asphalt patch with roadbase	1 LS	\$ 3,344.00	\$ 3,344.00
10) Traffic Control	1 LS	\$ 444.00	\$ 444.00
11) Concrete Manhole Collar	1 LS	\$ 352.00	\$ 352.00
Total			\$ 51,789.16

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: January 16, 2018

**SUBJECT: RESIDENCES AT FARMINGTON HILLS AND THE RESIDENCES AT FARMINGTON HILLS PUD IMPROVEMENTS AGREEMENT
Escrow Deposit Account 35-40280-9**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Residences at Farmington Hills, LLC and Brighton Bank for the above listed developments.

BACKGROUND

The bond estimate for the Residences at Farmington Hills Subdivision and the Residences at Farmington Hills PUD Subdivision is \$405,719.36 which includes a 10% warranty bond. Residences at Farmington Hills, LLC has submitted an Escrow Deposit Form Improvements Agreement with Brighton Bank to administer an escrow account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, all the bond except the warranty amount will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur,

Dave Milllheim
City Manager

**FARMINGTON CITY
IMPROVEMENTS AGREEMENT**

(ESCROW DEPOSIT FORM)

THIS AGREEMENT is made by and between Residences at Farmington Hills LLC (hereinafter "Developer"), whose address is 49 North Main Farmington Ut., Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and Brighton Bank a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 1420 South 300 West, Salt Lake City, Utah 84115, (the "Depository").

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Residences at Farmington Hills Phase 1, located at approximately 100 N. to 400 N. and approx. 400 East in Farmington City,

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "A", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within _____ months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$405,719.36 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number #35-40280-9. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not

installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

4. **Progress Payments.** The City agrees to allow payments from the Account as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, and determine if the work completed complies with City construction standards and requirements, and review the bond estimate in Exhibit "A". After receiving and approving the request, the City shall, in writing, authorize disbursement to the Developer from the Account in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information necessary. Except as provided in this Paragraph or in Paragraphs 4 through 6 inclusive, the Depository shall not release or disburse any funds from the Account.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Account to complete construction of Improvements, the City may withdraw all or any part of the Escrow Amount and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the account. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release all funds in the Account, except 10% of the estimated cost of the Improvements, which shall be retained in the Account until final release pursuant to the next Paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in Paragraph 5 above for any breach of such an obligation. The release provided for in this Paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 26, the City shall notify the Depository and the Developer in writing of the final release of the Account. After giving such notice, the City shall relinquish claims and rights in the Account.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Account as herein provided, and any withdrawals from the Account by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Account shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Account and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Account shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** Off-site Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Account until as-built drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Account do not alter the obligation of the Developer to provide other bonds under applicable ordinances or rules of any governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of other ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Account as provided herein.

24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 5th day of January, 2018.

DEVELOPER: Residence of Farmington Hills LLC
By: [Signature] Jerry Preston
Its: Member

DEPOSITORY: **Brighton Bank**
By: [Signature]
Erik J. Tadge, Vice President
By: [Signature]
Traci M. Nelson, Vice President

CITY:
FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEPOSITORY ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF Salt Lake)
: ss.
On this 5th day of January, 2018, personally appeared before me Erik J. Tadle, who being duly sworn did say that he is the Vice President of Brighton Bank a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.



NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
COUNTY OF Salt Lake)
: ss.
On this 5th day of January, 2018, personally appeared before me Traci M. Nelson, who being duly sworn did say that she is the Vice President of Brighton Bank a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.



NOTARY PUBLIC
Residing in Salt Lake County

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
)
) : ss.
COUNTY OF Davis)

On this 9 day of December, 2018, personally appeared before me Jerry Preston who being by me duly sworn did say that he or she is the member of Residences of Farmington Hills limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Mechelle Roundy
NOTARY PUBLIC .
Residing in Davis County, Utah.



(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of
_____ Dollars (\$_____) drawn against Account No.
_____.

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

Residences at Farmington Hills
Bond Estimate
Revised 1/4/2018

Storm Drain									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
15" RCP Pipe (Includes Bedding and Fill)	750	LF	\$ 38.00	\$ -		0	0	#DIV/0!	
Catch Basin Curb Inlet	7	EA	\$ 2,000.00	\$ -		0	0	#DIV/0!	
Catch Basin Double Curbe Inlet	2	EA	\$ 2,500.00	\$ -		0	0	#DIV/0!	
Combo Box	2	EA	\$ 4,500.00	\$ 900.00		0	0	0	
5' Manhole w/ Drifrice	1	EA	\$ 4,000.00	\$ 400.00		0	0	0	
4' Manhole	1	EA	\$ 4,000.00	\$ 400.00		0	0	0	
Inlet Structure to DB	1	LS	\$ 12,000.00	\$ -		0	0	#DIV/0!	
Yard Drain 2'x2'	1	EA	\$ 1,800.00	\$ 1,800.00		0	0	0	
Dipstone	1	EA	\$ 3,000.00	\$ -		0	0	0	
SWPPP	1	LS	\$ 11,000.00	\$ 5,500.00		0	0	0	
North Detention Basin	1	LS	\$ 3,000.00	\$ -		0	0	#DIV/0!	
South Detention Basin	1	LS	\$ 4,000.00	\$ -		0	0	#DIV/0!	
Retention Areas	3	LS	\$ 1,000.00	\$ 3,000.00		0	0	0	
Subtotal				\$ 12,000.00					
10% Warranty Bond				\$ 17,290.00					
Total				\$ 29,290.00					

Sanitary Sewer									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Sewer Lateral	19	EA	\$ 1,500.00	\$ -		0	0	#DIV/0!	
Connect to Existing	0	EA	\$ 2,500.00	\$ -		0	0	0	
Sewer Manhole 4'	4	EA	\$ 2,700.00	\$ -		0	0	0	
Sewer Manhole 5'	1	EA	\$ 2,800.00	\$ 700.00		0	0	0	
8" SDR-35 PVC Pipe	500	LF	\$ 34.00	\$ -		0	0	#DIV/0!	
Subtotal				\$ 700.00					
10% Warranty Bond				\$ 15,680.00					
Total				\$ 16,380.00					

Culinary Water									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Connect to Existing	0	EA	\$ 4,000.00	\$ -		0	0	#DIV/0!	
Cap Existing Water Line	2	EA	\$ 1,000.00	\$ -		0	0	#DIV/0!	
Remove Existing Water Line	710	LF	\$ 8.50	\$ -		0	0	#DIV/0!	
8" PVC C-900 DR 14 Culinary Water	2000	LF	\$ 35.00	\$ 28,000.00		0	0	0	
8" Gate Valve	3	EA	\$ 2,000.00	\$ -		0	0	#DIV/0!	
8" Fittings	9	EA	\$ 600.00	\$ -		0	0	#DIV/0!	
Water Lateral	19	EA	\$ 1,300.00	\$ 7,410.00		0	0	0	
Booster Pumps	10	EA	\$ 5,000.00	\$ -		0	0	#DIV/0!	
Fire Hydrant	4	EA	\$ 4,500.00	\$ -		0	0	#DIV/0!	
Subtotal				\$ 35,410.00					
10% Warranty Bond				\$ 28,003.50					
Total				\$ 63,413.50					

Road Improvements									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Clear and Grub	0	LS	\$ 27,000.00	\$ -		0	0	#DIV/0!	
Rough Grade	0	LS	\$ 650,000.00	\$ -		0	0	#DIV/0!	
Sawcut Asphalt	1940	LF	\$ 4.00	\$ 3,880.00		0	0	0	
Curb and Gutter w/ Base	5800	LF	\$ 20.00	\$ -		0	0	#DIV/0!	
Sidewalk w/ Base	12900	SF	\$ 5.00	\$ 64,500.00		0	0	0	
ADA Ramp	5	EA	\$ 800.00	\$ 4,000.00		0	0	0	
12" Road Base	89000	SF	\$ 1.60	\$ -		0	0	#DIV/0!	
3" Asphalt Road	89000	SF	\$ 2.10	\$ -		0	0	#DIV/0!	
100 North Haui Route Bond	1	LS	\$ 39,752.00	\$ -		0	0	#DIV/0!	
400 North Haui Route Bond	1	LS	\$ 74,342.00	\$ -		0	0	#DIV/0!	
3" Asphalt Patch	3701	SF	\$ 4.10	\$ 7,587.05		0	0	0	
Retaining Walls	0.3	LS	\$ 290,000.00	\$ -		0	0	#DIV/0!	
Subtotal				\$ 79,967.05					
10% Warranty Bond				\$ 161,782.81					
Total				\$ 241,749.86					

Total Bond \$ 350,833.36

Cash Deposits				
Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	89000	SF	\$ 0.20	\$ 17,800.00
Street Signs	4	EA	\$ 300.00	\$ 1,200.00
Street Lights	8	EA	\$ 3,200.00	\$ 25,600.00

Residences at Farmington Hills PUD
Bond Estimate
Revised 1/4/2018

Storm Drain									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
8" PVC Pipe (Includes Bedding and Fill)	260	LF	\$ 34.00	\$ -		0	0	#DIV/0!	
Yard Drain 2'x2'	4	EA	\$ 1,800.00	\$ 7,200.00		0	0	0	
Retention Area	3	LS	\$ 1,000.00	\$ 3,000.00		0	0	0	
SWPPP	1	LS	\$ 1,500.00	\$ 1,500.00		0	0	0	
Subtotal				\$ 11,700.00					
10% Warranty Bond				\$ 2,054.00					
Total				\$ 13,754.00					

Sanitary Sewer									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Sewer Lateral	3	EA	\$ 1,500.00	\$ -		0	0	#DIV/0!	
Sewer Manhole 4'	1	EA	\$ 3,200.00	\$ -		0	0	0	
8" SDR-35 PVC Pipe	210	LF	\$ 34.00	\$ -		0	0	#DIV/0!	
Subtotal				\$ -					
10% Warranty Bond				\$ 1,484.00					
Total				\$ 1,484.00					

Culinary Water									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Water Lateral	3	EA	\$ 1,300.00	\$ 1,950.00		0	0	0	
Subtotal				\$ 1,950.00					
10% Warranty Bond				\$ 390.00					
Total				\$ 2,340.00					

Road Improvements									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Clear and Grub	0	LS	\$ 5,000.00	\$ -		0	0	#DIV/0!	
Rough Grade	0.25	LS	\$ 20,000.00	\$ -		0	0	#DIV/0!	
12" Road Base	8400	SF	\$ 1.60	\$ 13,440.00		0	0	0	
3" Asphalt Road	8400	SF	\$ 2.10	\$ 17,640.00		0	0	0	
Retaining Walls 4' to 12'	310	LF	\$ 20.00	\$ -		0	0	#DIV/0!	
Subtotal				\$ 31,080.00					
10% Warranty Bond				\$ 6,228.00					
Total				\$ 37,308.00					

Total Bond				\$ 54,886.00					
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Cash Deposits					
Item	Quantity	Unit	Unit Cost	Bond Amount	
Slurry Seal	0	SF	\$ 0.20	\$ -	
Street Signs	0	EA	\$ 300.00	\$ -	
Street Lights	0	EA	\$ 3,200.00	\$ -	

CITY COUNCIL AGENDA

For Council Meeting:
January 16, 2018

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held
January 4, 2018

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 MELLOR
CORY RITZ
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson – City Planner
Date: January 16, 2018
SUBJECT: EXECUTIVE SUMMARY – PLANNING COMMISSION – JANUARY 4, 2018

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on January 4, 2018 [note: four commissioners attended the meeting—Chair Alex Leeman, Rulon Homer, Kent Hinckley, and Connie Deianni. Commissioners Roger Child and Brett Gallacher were excused.

Item 3 Justin Atwater – Applicant is requesting final plat approval for Rice Farms Phase VII PUD Subdivision consisting of 9 lots on 2.55 acres of property located at approximately 850 South 140 East in an LR - PUD (Large Residential – Planned Unit Development) zone. (S-6-17)

Voted to approve the final plat as written in the staff report.

Vote: 4-0

Item 4 Farmington City – Applicant is requesting conditional use and site plan approval of a round-about design as a public use on property at Clark Lane and 1100 West in an A (Agriculture) zone. (C-17-17)

Voted to approve the conditional use permit as written in the staff report.

Vote: 4-0

Item 5 Farmington City – Applicant is requesting reconsideration of a recommendation for approval of a zone text amendment to Chapter 18 of the Zoning Ordinance related to the Regulating Plan. (ZT-4-17)

Voted to reconsider the item from the December 14, 2017 meeting.

Vote: 4-0

Voted to recommend that the City Council approve the zone text amendment as written in the staff report with an added finding as follows: 8) The intent is to minimize the 3 stories as much as possible.

Vote: 4-0

Respectfully Submitted



Eric Anderson
City Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
January 16, 2018

SUBJECT: 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.

WORK SESSION



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

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: January 16, 2017
SUBJECT: **TRANSPORTATION UTILITY FEE**

RECOMMENDATION

Instruct City Staff on the transportation utility fee amount to propose for the public hearing to create a Transportation Utility Fee to subsidize our Class C Road and Prop1 Funds by adding a user fee to residential and commercial monthly utility bills for the purpose of maintaining and preserving Farmington roads.

BACKGROUND

As previously discussed with the City Council in November the City currently owns and maintains approximately 176 lane miles in its road network equaling more than 1.6 million square yards and plans to add many more over the next ten years. Farmington has experienced rapid growth in all aspects of the City which has adversely impacted the quality of our roads and our ability to maintain them. The pace at which the City is adding roads surpasses the funds being allocated to maintain them. Each passing year the gap between the funds needed to maintain the road network versus the funds allocated grows. If the City does not begin to close this gap in the near future it will not be able to properly and fiscally maintain its roads. Failure to implement a maintenance plan and allocate funds will leave the City with roads that fail prematurely, require more maintenance, increase cost, decrease safety, and increase liability.

A transportation utility fee is an equitable means to proportionally charge for maintenance all groups who use the roads. The fee would be similar to the storm water fee where those with more hard surface pay more. With the transportation fee those that generate more traffic will have a higher fee, the fee will be determined by trips generated for the use of the property. As proven by other cities in the State, creating a transportation utility fee assessed each month will create a reliable, consistent transportation fund to bridge the street maintenance funding gap. The fee would infuse predictability into a system that does not traditionally have a source of revenue.

Per the City Councils direction in November City Staff has studied and prepared a transportation utility fee recommendation. Various fee options with an accompanying report will be presented to the Council during the presentation of the proposed fee. City Staff will need instruction from the Council on the amount of the fee to propose for the public hearing. Upon instruction staff will proceed with the implementation of the fee as outline below:

1. Advertise the City's intent to create the fee in newspapers.
2. Inform the residents of the City's intent in the February City Newsletter.
3. City Council meeting on 2-20-2018 will be the public hearing.
4. If approved, the fee it will be implemented on a date instructed by the Council.

The table of options attached in the report shows the needed mean revenue of \$669,770 annually to bridge the funding gap shown in the attached funding forecast. Trip generations for each property and use were determined from the Institute of Transportation Engineers Trip Generation Manual. The trip generations were then used to determine the equivalent residential unit (ERU). A single family home trip generations of 9.44 trips per day is the ERU. The standard option shown in the table gives the ERU Fee of \$2.12 for each home and the commercial properties number of ERU's are multiplied by the single ERU fee. The other options shown reduce the commercial fees by setting the ERU at 4 or 5 dollars and changing the generated revenues. The table includes what the monthly fees would be for various users under the different options.

SUPPLEMENTAL INFORMATION

1. Transportation Funding Table
2. Transportation Utility Fee Options

Respectively Submitted



Chad Boshell, P.E.
City Engineer

Reviewed and Concur



Dave Millheim
City Manager

Transportation Utility Fee Options (Monthly)

Sample of Various Users	ERU's	Revenue			Revenue			Revenue		
		\$	\$669,770	\$600,000	\$500,000	\$	\$	\$	\$	\$
Single Family Home	1	\$ 2.12	\$ 4.00	\$ 5.00	\$ 4.00	\$ 5.00	\$ 4.00	\$ 5.00	\$ 4.00	\$ 5.00
Apartment 4 Plex	3	\$ 6.52	\$ 12.28	\$ 15.35	\$ 12.28	\$ 15.35	\$ 12.28	\$ 15.35	\$ 12.28	\$ 15.35
Apartment (By Public Works)	81	\$ 172.02	\$ 323.89	\$ 404.86	\$ 323.89	\$ 404.86	\$ 323.89	\$ 404.86	\$ 323.89	\$ 404.86
Davis County	1003	\$ 2,131	\$ 1,494	\$ 1,444	\$ 1,197	\$ 1,147	\$ 771	\$ 721	\$ 771	\$ 721
School District	905	\$ 1,922	\$ 1,347	\$ 1,303	\$ 1,079	\$ 1,035	\$ 695	\$ 650	\$ 695	\$ 650
State of Utah	266	\$ 565	\$ 396	\$ 383	\$ 317	\$ 304	\$ 204	\$ 191	\$ 204	\$ 191
Farmington City	819	\$ 1,740	\$ 1,220	\$ 1,179	\$ 977	\$ 936	\$ 629	\$ 589	\$ 629	\$ 589
Station Park	8033	\$ 17,066	\$ 11,962	\$ 11,565	\$ 9,582	\$ 9,186	\$ 6,171	\$ 5,774	\$ 6,171	\$ 5,774
Lagoon	1352	\$ 2,871	\$ 2,013	\$ 1,946	\$ 1,612	\$ 1,546	\$ 1,038	\$ 972	\$ 1,038	\$ 972
U or U Hospital	582	\$ 1,235	\$ 866	\$ 837	\$ 694	\$ 665	\$ 447	\$ 418	\$ 447	\$ 418
Bank	71	\$ 150	\$ 105	\$ 102	\$ 84	\$ 81	\$ 54	\$ 51	\$ 54	\$ 51
Gas Station	516	\$ 1,096	\$ 768	\$ 743	\$ 615	\$ 590	\$ 396	\$ 371	\$ 396	\$ 371
Cabela's	427	\$ 908	\$ 637	\$ 615	\$ 510	\$ 489	\$ 328	\$ 307	\$ 328	\$ 307
Smiths	1246	\$ 2,648	\$ 1,856	\$ 1,794	\$ 1,487	\$ 1,425	\$ 957	\$ 896	\$ 957	\$ 896
LDS Church	48	\$ 102	\$ 72	\$ 69	\$ 57	\$ 55	\$ 37	\$ 35	\$ 37	\$ 35