

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

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, February 6, 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

PRESENTATIONS:

7:05 Kidney Awareness – Sara and Rhanelle (Nellie) Mainor

7:15 Elora’s Lights Fundraiser – Brindi Horsley

PUBLIC HEARINGS:

7:25 Mountain View PUD Subdivision Schematic Plan, Preliminary (PUD) Master Plan located at approximately 650 West 250 South
(This item will likely be continued to a future date as more information is needed before the public hearing can take place.)

7:30 Zone Text Amendment to Chapter 18 and Regulating Plan

OLD BUSINESS:

7:40 Swain Subdivision Final PUD Master Plan located at approximately 1400 North 440 West

7:45 Tiger Grant Agreements

NEW BUSINESS:

7:50 Letter of Request – Shepard Lane Connector Road Funding

8:00 UTA Shuttle Service Agreement (Lagoon/Station Park Shuttle)

SUMMARY ACTION:

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

8:05 Minute Motion Approving Summary Action List

1. Approval of Minutes from January 16, 2018
2. Temporary Access Agreement with Dominion Energy (East of 950 North)
3. Dominion Pipeline Relocation Agreement (East of 950 North)
4. Long Term Stormwater Management Agreement and Authority
5. Community Art Center Deposit and Kitchen Fee
6. Fee Increase for Swim Lessons
7. Davis Creek Subdivision Improvements Agreement – 475 W Glovers Lane

GOVERNING BODY REPORTS:

8:10 City Manager Report

1. Fire Monthly Activity Report for December
2. Executive Summary for Planning Commission held January 18th
3. Update on Proposed Legislation for Transportation Reinvestment Zones
4. FY2018/2019 Budget Process Schedule
Note: April 17th Meeting
5. Update on New Hours at Gym
6. HB247 Amusement Ride Safety Inspections
7. Farmington Based Paramedic/Rescue Unit Justification
8. Joint PC/CC Work Session on February 20th with Tax Consultant

8:25 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for potential property acquisition.

DATED this 1st day of February, 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.

Posted 02/01/2018

CITY COUNCIL AGENDA

For Council Meeting:
February 6, 2018

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

It is requested that City Councilmember Cory Ritz give the invocation to the meeting and it is requested that City Councilmember Doug 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:
February 6, 2018

S U B J E C T: Kidney Awareness – Sara and Rhanelle (Nellie) Mainor

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Sara and Rhanelle (Nellie) Mainor will be making this presentation.

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:
February 6, 2018

S U B J E C T: Elora's Lights Fundraiser – Brindi Horsley

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Brindi Horsley will be making this presentation.

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:
February 6, 2018

PUBLIC HEARING: **Mountain View PUD Subdivision Schematic Plan, Preliminary (PUD) Master Plan located at approximately 650 West 250 South**
(This item will likely be continued to a future date as more information is needed before the public hearing can take place.)

ACTION TO BE CONSIDERED:

Continue public hearing for a future date.

GENERAL INFORMATION:

More information is needed before the public hearing can take place.

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:
February 6, 2018

PUBLIC HEARING: Zone Text Amendment to Chapter 18 and Regulating Plan

ACTION TO BE CONSIDERED:

1. Hold public hearing.
2. Move that the City Council approve the proposed zone text amendments to the Regulating Plan, Section 11-18-040, and Section 11-18-060 as written in the enclosed enabling ordinance. Include findings 1-7.

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 WAYMENT
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, City Planner
Date: February 6, 2018
SUBJECT: **ZONE TEXT AMENDMENT TO CHAPTER 18 AND REGULATING PLAN**
Applicant: **Farmington City**

RECOMMENDATION

1. Hold a Public Hearing;

AND

2. Move that the City Council approve the proposed zone text amendments to the Regulating Plan, Section 11-18-040, and Section 11-18-060 as written in the enclosed enabling ordinance.

Findings:

1. Amending the Regulating Plan and related block size prior to the North Station Project Master Plan gives the applicant confidence in their PMP moving forward without granting full approval and vesting to the project.
2. The zone text amendments are consistent with the North Station Small Area Master Plan for the area, which is an adopted element of the City's General Plan.
3. The regulating plan and related amendments are consistent with Chartwell Capital's PMP application, which is currently under review by the City.
4. The Regulating Plan and related amendments are consistent with the intent of the OMU zone, and will provide an additional transition area from the high intensity development near the freeway and the single-family residential neighborhoods to the west.
5. Independent of the North Station PMP, staff would be recommending the zone text amendments as they are consistent with the intent of the OMU zone and are highly desirable because of the increase in efficient usage of the land and increased walkability for the district as a whole.
6. Creating a new road type in the mixed-use district (Local Primary Roads) allows for the potential of using this road type in the future where it makes sense to have a buffer, and provides a hybrid between principal and local roads.

7. By allowing for three story buildings, the proposed zone text amendments are a compromise between the height currently allowed in the OMU zone on a principal road and the two stories that the abutting residents want to see built.

BACKGROUND

In early 2017, the City Council approved a zone text amendment altering the Regulating Plan to be consistent with the North Station Small Area Master Plan that was approved as an amendment to the General Plan. Originally, Burke Lane was shown to curl to the north and intersect with the future Shepard Lane road, and the current Burke Lane was proposed to “T” into the new road alignment just east of the D&RG trail. However, when the City Traffic Engineer reviewed the plan, he stated that this new alignment of Burke Lane would not work, because traffic from the turn lane would back onto the D&RG trail, causing increased conflict at an already problematic intersection. As a solution, Burke Lane continued as a through street, and the road connecting Burke with Shepard Lane (on the western boundary of the OMU zone, parallel to the D&RG trail) would “T” into Burke Lane. Staff made the change recommended by the City Traffic Engineer, however, we forgot to change the classification of the road from principal road to neighborhood road; the proposed amendment to the Regulating Plan rectifies this problem.

Additionally, there has been some concern expressed by some of the neighbors abutting the North Station project area (to the west) about the potential impacts from the project, particularly as it relates to the building height. Although there is currently a built-in buffer of approximately 250’ from the neighborhoods to the west of the project (due to the D&RG right-of-way, a sizable Dominion Gas line easement, and a 68’ road right-of-way), the neighbors wanted to ensure that any buildings on the west boundary of the project be limited in height. Height of buildings in Chapter 18 is determined by the zone and the street classification the building abuts; for instance, a building sited on a principal road in the OMU zone can be 6 stories high. While the developer of the North Station project is intending to put townhomes on their western boundary, amending the Regulating Plan as suggested below will ensure that any buildings on the westerly edge of the North Station project be three stories or less. Staff is recommending the creation of a new road classification called a Local Primary Road, which will create an additional buffer along the western boundary of the OMU zone and the single-family residential homes to the west, primarily in the Spring Creek Subdivision. The Local Primary Road will allow for buildings to be 3 stories high. The attached revised Regulating Plan, and the text of Section 11-18-040 and Section 11-18-060 of the Zoning Ordinance has also been amended to reflect this change.

At the **December 14, 2017** Planning Commission meeting, the Commission recommended the zone text amendment with two changes: the first was to remove a maximum story requirement associated with the RMU zone, because the Local Primary Road is only in the OMU zone; and the second was to add a height restriction of 30’ to the proposed 3 story limitation. The affected property owner was not at the meeting, because staff had not reminded him of the meeting; after discussing the item with Ken Stuart of Chartwell, it became clear that they would be okay with the 3 story height restriction, but not the 30’ limitation, because that impedes their ability to build 3-story buildings, even residential. After that meeting, and after a discussion with the City Attorney, staff felt that removing the recommended lineal foot height requirement of 30’ is a fair compromise, considering that the developer is willing to go from 4 stories already allowed under city code to 3 on a local road, and from 6 stories to 3 on a collector road (which the subject road is currently designated).

At the **January 4, 2018** Planning Commission meeting, staff requested that the commissioners reconsider the zone text amendment without the height requirement. The Commission unanimously

reopened the matter and voted to recommend that the City Council approve the zone text amendment without the lineal height requirement. The recommended zone text amendment follows:

11-18-040: REGULATING PLAN:

A. Scope: The regulating plan for the mixed use districts consists of the street network map that identifies the location of existing streets and the layout and proposed location of future streets. The regulating plan will provide the framework for establishing the mixed use districts described in this chapter. Uses and intensity of development, including transitions to surrounding residential areas, will be based on the mixed use district and the street types within each district.

B. Using The Regulating Plan:

1. Determine which street type the building lot or zone lot fronts. The primary street frontage for corner lots will be determined based on the street hierarchy in subsection C of this section.
2. Building form and site envelope standards for building lots or zone lots are determined by the mixed use district and the street the lot fronts.

C. Street Type Hierarchy:

1. Arterial road (Park Lane): Primary vehicular access road, connecting local neighborhoods and the transit station area to regional and interstate highway infrastructure. Four (4) lane, divided road with landscaped median.
2. Principal road/major collector (Burke Lane, Clark Lane, new north/south streets): Main roads bisecting the mixed use district area, principal transportation circulation. Two (2) lane, divided road with landscaped median and on street parking.
3. Promenade/minor collector (new east/west street connecting the new north/south principal roads): Streets prioritizing pedestrian circulation and activity, connecting desirable destinations to future transit nodes, with very low speed vehicular circulation. Two (2) lane road, very wide sidewalks.
4. Local primary road: A road directly abutting a boundary of the mixed-use district that is adjacent to single-family neighborhoods, similar to a neighborhood road in scale and width, but has less impact as it restricts building height, acting as a buffer.
54. Neighborhood road/local (new local streets): Low speed streets connecting neighborhoods to principal roads. Two (2) lane road. (Ord. 2008-61, 12-9-2008)
65. Rail access road/local (new street/walkway, designed to promote access to the commuter rail station from the north side of Park Lane alongside the UP and UTA rail lines): If right of way allows, two (2) lane road with sidewalk on west side. (Ord. 2008-61, 12-9-2008; amd. 2016 Code)
76. Alley (new rear accessways for parking areas and garages): Narrow two (2) lane alley for interior circulation, generally oriented parallel to the primary street.

87. Pedestrian walkway (new pedestrian walkways/trails): Pedestrian and bicycle only routes, connecting green spaces, residential areas, commercial nodes and transit nodes.

E. Public Space Standards:

1. Each street type shall have a dedicated right of way or easement that is considered to be public space. This right of way is measured from back of curb to back of curb. Table 18.1, "Street Standards", of this section shall dictate the use of the space between the curbs. Street standards follow the general guidelines of existing Farmington City street standards. Additional standards, outlined in table 18.2, "Side Treatment Standards", of this section shall dictate the use and width of the space from the back of the curb, on which a public access easement will be placed if not part of the public right of way. The city may make adjustments to street standards and side treatment standards herein as set forth in [chapter 7](#) of this title and section [12-8-100](#) of this code. Such adjustments should provide continuity and be consistently applied where possible along the entire length of a given street.
2. Intersections shall be designed for pedestrian safety through the use of bulb outs that narrow the crossing distance of the street. Bulb outs shall extend into the roadway the depth of the curb, gutter and parking lane (when present) collectively. (Ord. 2015-05, 2-17-2015)

TABLE 18.1
STREET STANDARDS

| Street Type | Right Of Way Width | Travel Lanes (Number And Width) | Median | Bike Lanes | Parking Lanes | Curb And Gutter |
|-----------------------------|---|---------------------------------|--------|---------------|--------------------|------------------------|
| Arterial | 77' | 4, 12' | 14' | 5', each side | None | 2.5', each side |
| Principal (major collector) | 64' | 2, 11' | 12' | 5', each side | 7.5', each side | 2.5', each side |
| Promenade (minor collector) | 64' | 2, 11' | 12' | 5', each side | 7.5', each side | 2.5', each side |
| Local Primary | 37' | 2, 11' | None | 5', each side | None | 2.5', each side |
| Neighborhood (local) | 32' (28' allowed if square foot residential is on both sides) | 2, 13.5' (or 2, 11.5') | None | Bike route | Nonstriped parking | 2.5', each side |
| Rail access (local) | 16' to 22' | 1, 11' or 2, 9' | None | None | None | 2.0 to 2.5', each side |

| | | | | | | |
|-------|-----|-------|------|------|------|----------------------|
| Alley | 22' | 2, 9' | None | None | None | 2' gutter, each side |
|-------|-----|-------|------|------|------|----------------------|

TABLE 18.2
SIDE TREATMENT STANDARDS

| Street Type | Total Side Treatment Width | Sidewalk (Public Easement) | Park Strip/ Tree Grate |
|----------------------|----------------------------|----------------------------|------------------------|
| Arterial | 28' to 40' | 6 to 10', each side | 8 to 10', each side |
| Principal | 40' | 10', each side | 10', each side |
| Promenade | 50' | 20', each side | 5', each side |
| Local Primary | 36' | 8', each side | 10', each side |
| Neighborhood | 28' to 36' | 6 to 8', each side | 8 to 10', each side |
| Rail access | 3' to 9' | 3 to 8', 1 side | 0 to 3' |
| Alley | None | None | None |
| Pedestrian walkway | 20' | 10' trail | 5', each side |

11-18-060: BUILDING FORM AND SITE ENVELOPE STANDARDS:

The following regulations and standards establish the parameters that guide the form of building within the mixed use districts of this chapter, including the site envelope for building placement. They direct and control the building envelope and site in regard to configuration, orientation, function and features that define and shape the public realm. The technique of the standards is to use private buildings to define and shape the public space in a manner that promotes walkability and provides functional connections between the public space and the private buildings. The standards are designed to use a minimum level of control to meet this goal.

The regulating plan identifies six (6) street types, including pedestrian walkways. Alleys are not identified on the regulating plan. The building form and site envelope standards are identified for each mixed use district and the street types within. Standards for street types shall apply to all lots that front that street. Lots may be either a recorded "building lot" or a "zone lot", as defined in section [11-18-030](#) of this chapter. A development parcel may have more than one (1) zone lot. Standards will apply to the primary building on each zone lot. Lots that front more than one (1) street shall follow the standards for the primary street, as determined by the street hierarchy. Standards for the arterial roads shall only apply to lots that directly abut Park Lane at grade and shall not apply to those portions of Park Lane and its access streets that are raised on an embankment. Lots that are adjacent to an embankment shall also have frontage on another street and will conform to the standards of the next nearest street type. These standards shall address building height, siting

of the building on the lot and other elements. Character examples may be provided to depict the context of the type and form of desirable development only, and not the actual design or architectural style of buildings. Exceptions to the standards of this section for large footprint commercial buildings over twenty thousand (20,000) square feet are detailed in section 11-18-070 of this chapter.

A. Height:

1. The height of the principal building is measured in stories, with the maximum height indicated in feet for the RMU and OS districts.
2. Maximum height shall be measured to the midpoint of the roof (if a sloped roof is used) following guidelines, as defined in "building or structure height" in section [11-2-020](#) of this title. On flat roofs, additional parapet may be added above the maximum height for decoration and/or screening of rooftop equipment, and shall not exceed five feet (5') in height. Decorative parapet treatments in excess of five feet (5') may be approved through the development plan review process.
3. Street wall, fencing or landscaping heights are relative to the adjacent sidewalk, or the ground elevation when not fronting a sidewalk.

B. Siting:

1. Buildings shall occupy the specified area of the lot, as indicated on the site envelope standards in relation to the required building range and other applicable setbacks. The required building range (RBR) shall be measured from back of sidewalk.
2. Lot frontage percentages for corner lots shall apply to both the primary and secondary street(s). A reduction in the lot frontage percentage on the secondary street may be approved through the site plan review process.
3. Off street parking for vehicles shall not occupy any space located between the building and the primary street on each zone or building lot, and the secondary street where applicable for a corner lot. Parking areas located to the side of structures shall meet all building form and site envelope standards for the lot and be located a minimum of ten feet (10') back from the back of the adjacent sidewalk.
4. For each zone lot that has a building associated with it, said building shall meet the lot requirements of this section. Flag lots or lots without street frontage are not permitted. (Ord. 2008-61, 12-9-2008)

| | Building Height Maximum In Stories (And Feet) | | |
|-----|--|----------------------|---------------------------------|
| | Local Roads | Local Primary | Collector/Arterial Roads |
| RMU | 2 (27 feet) ¹ | N/A | 3 (40 feet) |
| GMU | 3 | N/A | 4 |
| OMU | 4 | 3 | 6 |

| | | | |
|-----|-------------|-----|-------------|
| TMU | 6 | N/A | 8 |
| OS | 1 (25 feet) | N/A | 1 (25 feet) |

Note:

1. If a transition area is created buffering rural residential density areas from mixed use areas as follows: a) a distance of at least 300 feet must be established between housing in a rural residential site and the mixed use site; b) additional landscaping shall be provided on the mixed use site, including medium to large size trees every 20 feet along the entire length of the buffer; c) at least 3 different housing types (i.e., detached single-family, townhomes, live/work units, etc.) shall be provided in the mixed use site for every 15 acres of development; and d) the proposed uses in the mixed use area shall be compatible with the character of the site, adjacent properties, surrounding neighborhoods, and other existing and proposed development; then at its sole discretion, the city may, or may not, increase the building height on local roads in the RMU zone to a maximum of 3 stories, not to exceed 33 feet adjacent to existing rural residential development, or areas contemplated for such development on the general plan.

(Ord. 2013-23, 10-1-2013)

| | Lot Width (In Feet) | | | |
|-----|---------------------|------------------------------|--------------------------|------------------------------|
| | Local Roads | | Collector/Arterial Roads | |
| | Minimum | Maximum | Minimum | Maximum |
| RMU | 32 | 120 | 32 | 200 (300 for nonresidential) |
| GMU | 25 | 150 (250 for nonresidential) | 50 | 200 (300 for nonresidential) |
| OMU | 25 | 300 | 50 | No maximum |
| TMU | 25 | 200 | 25 | 300 |
| OS | 25 | No maximum | 25 | No maximum |

| | Front Required Build To Range (RBR) (In Feet) | | | |
|-----|---|---------|--------------------------|---------|
| | Local Roads | | Collector/Arterial Roads | |
| | Minimum | Maximum | Minimum | Maximum |
| RMU | 5 (10 for residential) | 25 | 5 | 15 |
| GMU | 0 | 20 | 0 | 20 |

| | | | | |
|-----|---|------|---|------|
| OMU | 0 | 20 | 0 | 20 |
| TMU | 0 | 10 | 0 | 10 |
| OS | 5 | None | 5 | None |

| | Minimum Side And Rear Setbacks (In Feet) | | | |
|-----|--|------|--------------------------|------|
| | Local Roads | | Collector/Arterial Roads | |
| | Side | Rear | Side | Rear |
| RMU | 5 | 15 | 0 (5 for residential) | 15 |
| GMU | 0 | 10 | 0 | 10 |
| OMU | 5 | 10 | 0 | 10 |
| TMU | 0 | 5 | 0 | 0 |
| OS | 5 | 15 | 5 | 15 |

| | Building Siting | | | |
|-----|------------------------------|--|------------------------------|--|
| | Local Roads | | Collector/Arterial Roads | |
| | Minimum Lot Frontage Percent | Minimum Percent Of Building Within Front RBR | Minimum Lot Frontage Percent | Minimum Percent Of Building Within Front RBR |
| RMU | 50 | 60 | 60 | 60 |
| GMU | 50 | 75 | 60 | 75 |
| OMU | 50 | 75 | 60 | 75 |
| TMU | 75 | 75 | 80 | 75 |
| OS | n/a | n/a | n/a | n/a |

(Ord. 2008-61, 12-9-2008)

| | Open Space Percent Requirements (For Zone Lots) | |
|-----|---|--------------------------|
| | Local Roads | Collector/Arterial Roads |
| RMU | 35 | 30 |
| GMU | 20 | 10 |
| OMU | 20 | 10 |
| TMU | 10 | 10 |
| OS | n/a | n/a |

Notes:

1. Multiple-unit residential buildings that have a ground floor commercial use may have the open space requirement reduced by 10 percent in any district.
2. Open space requirements for a planned development area or an aggregation of multiple zone lots may be reduced by up to 5 percent in the TMU and 10 percent in the other districts if the open space is aggregated in 1 or more areas and is entirely usable open space. The aggregated open space must enhance the connection to transit facilities, plazas, or streets, or enhance the pedestrian environment, or enhance or create a public space, and remain publicly accessible. Aggregated open space must be shown and approved on a project master plan (PMP).
3. All Building Form and Site Envelope Standards for Local Roads as set forth in Section 11-18-060 (above) shall apply to Local Primary Roads with the exception of Building Height Maximum in Stories (And Feet).

Supplemental Information

1. Current Regulating Plan (Adopted Early 2017)
2. Proposed Regulating Plan
3. UDA Conceptual Site Plan
4. UDA Street Network Diagram
5. Tim Taylor's (City Traffic Engineer) Comments on UDA Plan
6. Exhibit Showing Different Treatment of Burke Lane
7. Enabling Ordinance with Exhibits "A" and "B"

Applicable Ordinances

1. Title 11, Chapter 18 – Mixed Use Districts

Respectfully Submitted



Eric Anderson
City Planner

Concur



Dave Millheim
City Manager

West Farmington Mixed-Use District Regulating Street Plan

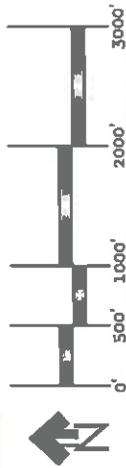
Legend

Street Network

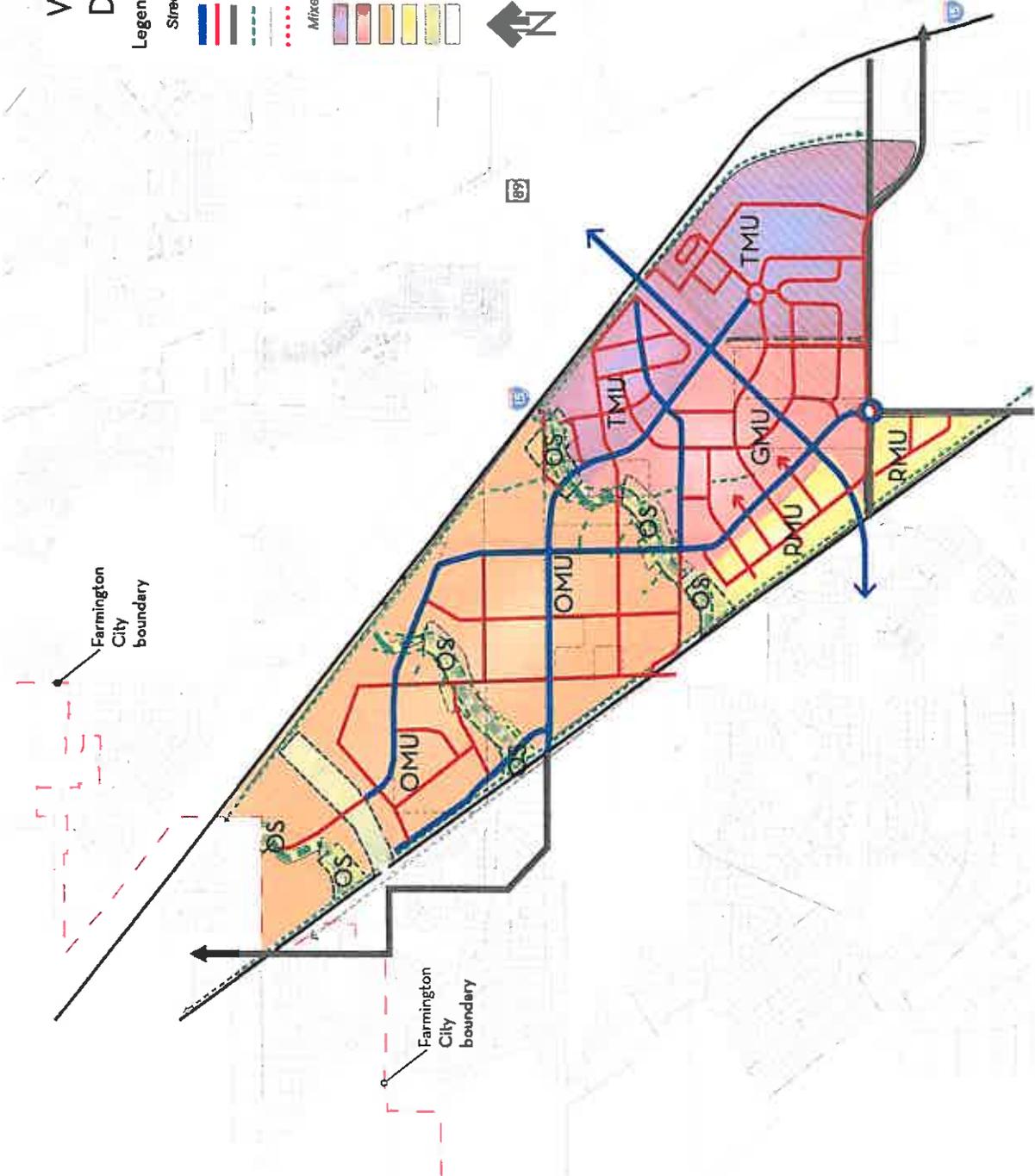
- Proposed Physical Road, approx. 64 ft. ROW (wide to curb, 2 travel lanes, center median)
- Proposed Neighborhood Road, approx. 28 - 32 ft. ROW (wide to curb, 2 travel lanes)
- Existing Local/Collector Road (Burke Lane, Clark Lane, 1325 West)
- Planned or Proposed Pedestrian Pathway
- Approaches 100 & Rykman Combs Boundary - Shepard Creek
- Proposed Connector Road

Mixed-Use Districts

- Transit Mixed-Use District (TMU)
- General Mixed-Use District (GMU)
- Office Mixed-Use District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space Mixed-Use District (OS)
- Station Park



* Development of the Station Park area shall be subject to the Station Park Development Agreement for Station Park (adopted January 27, 2007 between Farmington City and Station Park Center/Cali LLC (the "Station Park Development Agreement"), which was amended by the Station Park Development Agreement Addendum (adopted January 27, 2007 by the City Council in the provisions of Title 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2007). The Station Park Development Agreement contains all references to the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. This Regulating Plan may apply to the Station Park area. Any development in the Station Park area shall be in accordance with the Station Park Development Agreement and shall not be inconsistent with any covenants rights granted by the Station Park Development Agreement.



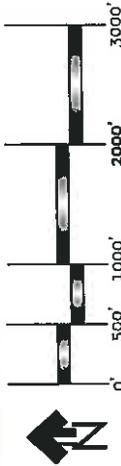
West Farmington Mixed-Use District Regulating Street Plan

Street Network

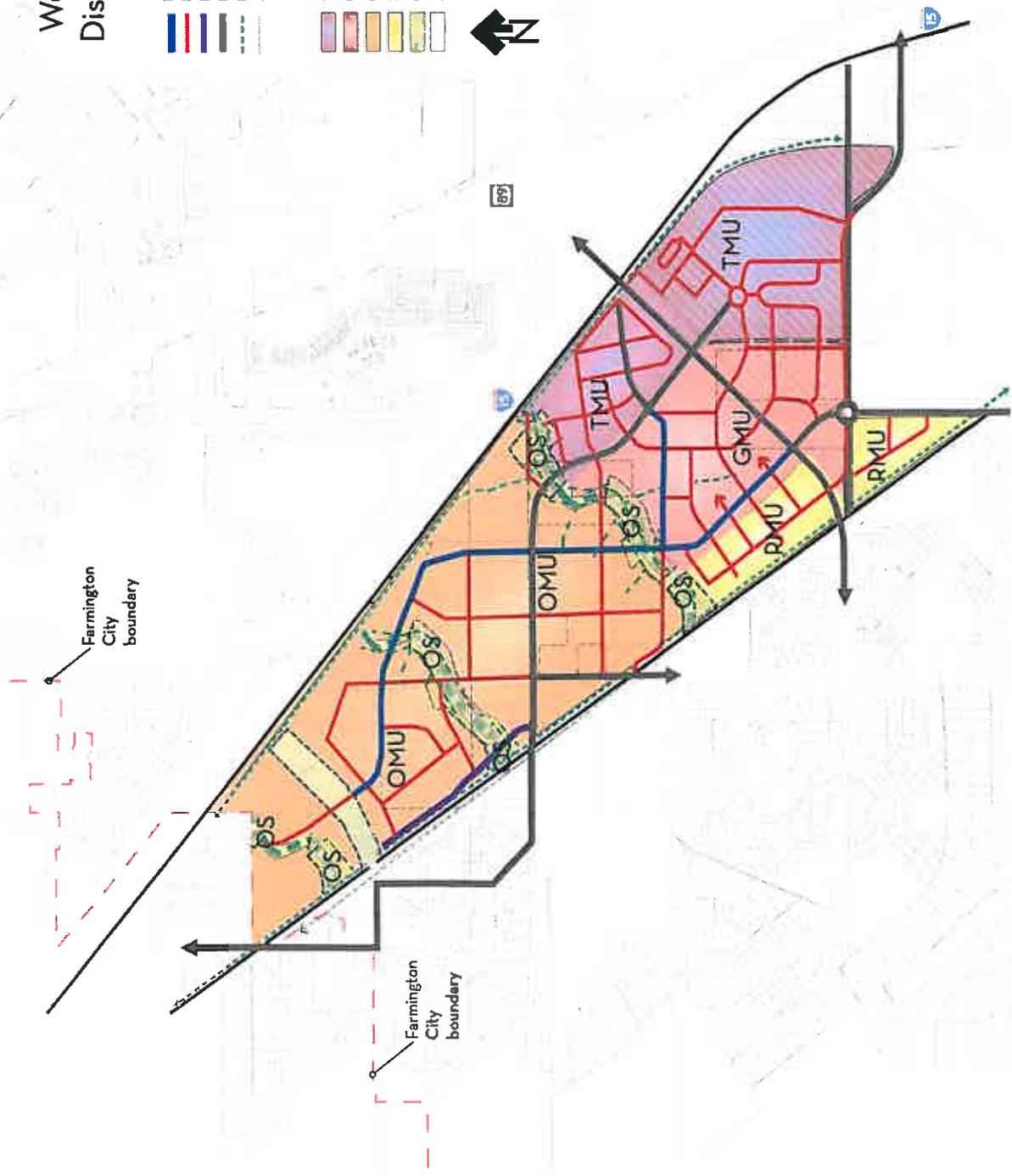
- Principal Road: approx. 64 ft. ROW curb to curb, 2 travel lanes, center median
- Neighborhood Road: approx. 28-32 ft. ROW curb to curb, 2 travel lanes
- Local Primary Road: approx. 35 ft. ROW curb to curb, 2 travel lanes
- Existing Collector Road (Burke Lane, Clark Lane, 1525 West)
- Pedestrian Pathway
- Approximate 100 ft. Riparian Corridor Boundary - Shepard Creek

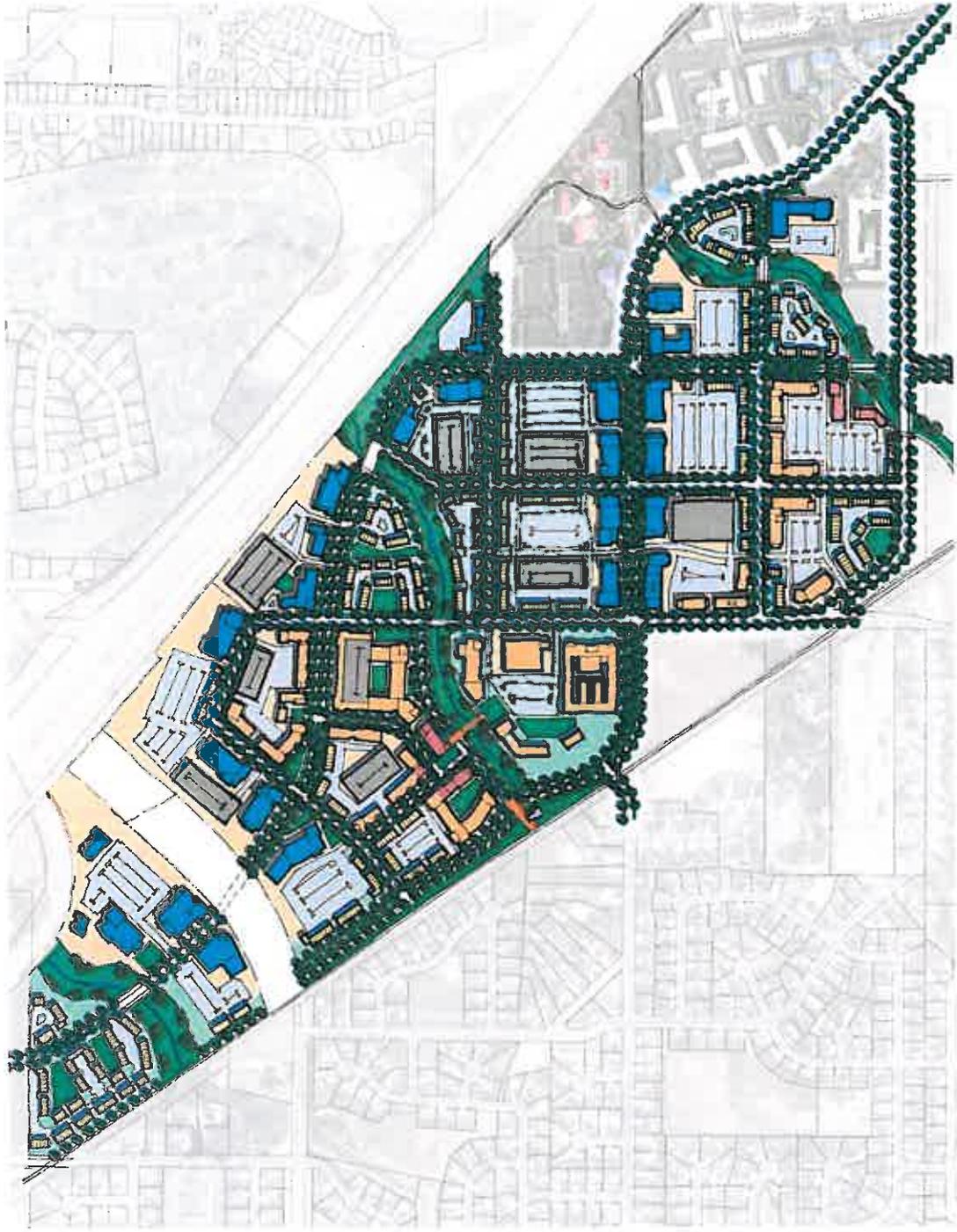
Mixed Use Zoning Districts

- Transit Mixed-Use District (TMU)
- General Mixed-Use District (GMU)
- Office Mixed-Use District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space Mixed-Use District (OS)
- Station Park



Development of the Station Park area shall be governed by the terms of the certain Development Agreement for Station Park dated January 27, 2007 between Farmington City and Station Park Center/Cat LLC (the Station Park Development Agreement) which the City retains the five parcels of this 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2007. The Station Park Development Agreement contains provisions for the Station Park development and further describes the extent to which other Farmington City ordinances apply in the Station Park area. The Regulating Street Plan for the Station Park Development Agreement and from only to the extent not inconsistent with any continuing rights granted by the Station Park Development Agreement.





ILLUSTRATIVE PLAN



STREET TYPES

1 DECEMBER 2016
NORTH STATION MASTER PLAN | FARMINGTON, UTAH



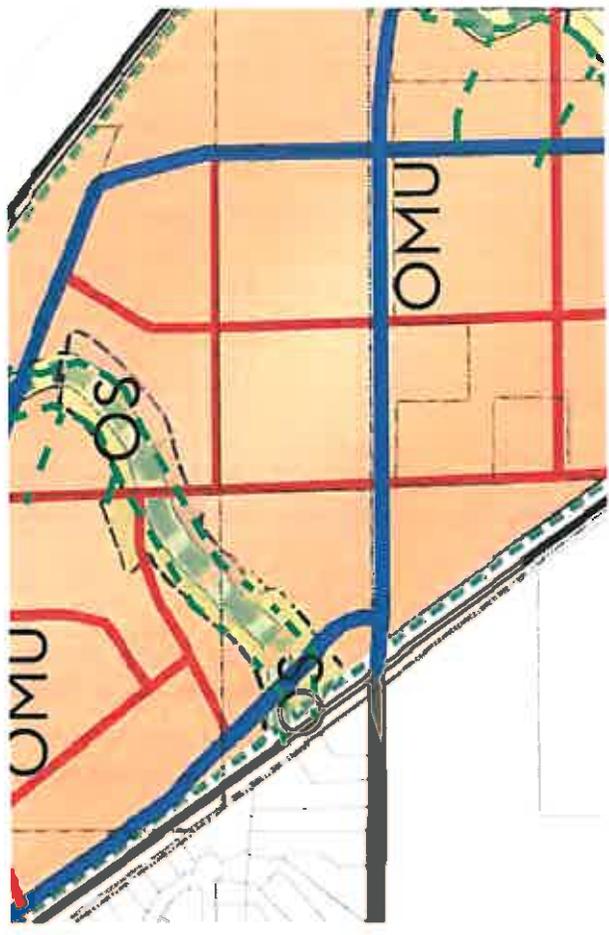
Need to have Burke be
the through street and
"T-in" the minor street

City
Property

ILLUSTRATIVE PLAN

1 DECEMBER 2016
NORTH STATION MASTER PLAN | FARMINGTON, UTAH

ADOPTED REGULATING PLAN - EARLY 2017



ORIGINAL REGULATING PLAN AMENDMENT PROPOSAL



FARMINGTON, UTAH

ORDINANCE NO. 2018 -

**AN ORDINANCE AMENDING SECTIONS 11-18-040, 11-18-060,
AND REGULATING PLAN OF THE FARMINGTON CITY
ZONING ORDINANCE (ZT-4-17).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed amendments to the Regulating Plan and Chapter 18 of the Farmington City Zoning Ordinance 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. The Regulating Plan, which is as an exhibit to, and is part of, Chapter 18 of the Farmington City Zoning Ordinance, is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof. Sections 11-18-040 and 11-18-060 of the Farmington City Zoning Ordinance, is hereby amended as set forth in Exhibit "B" 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 6th day of February, 2018.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

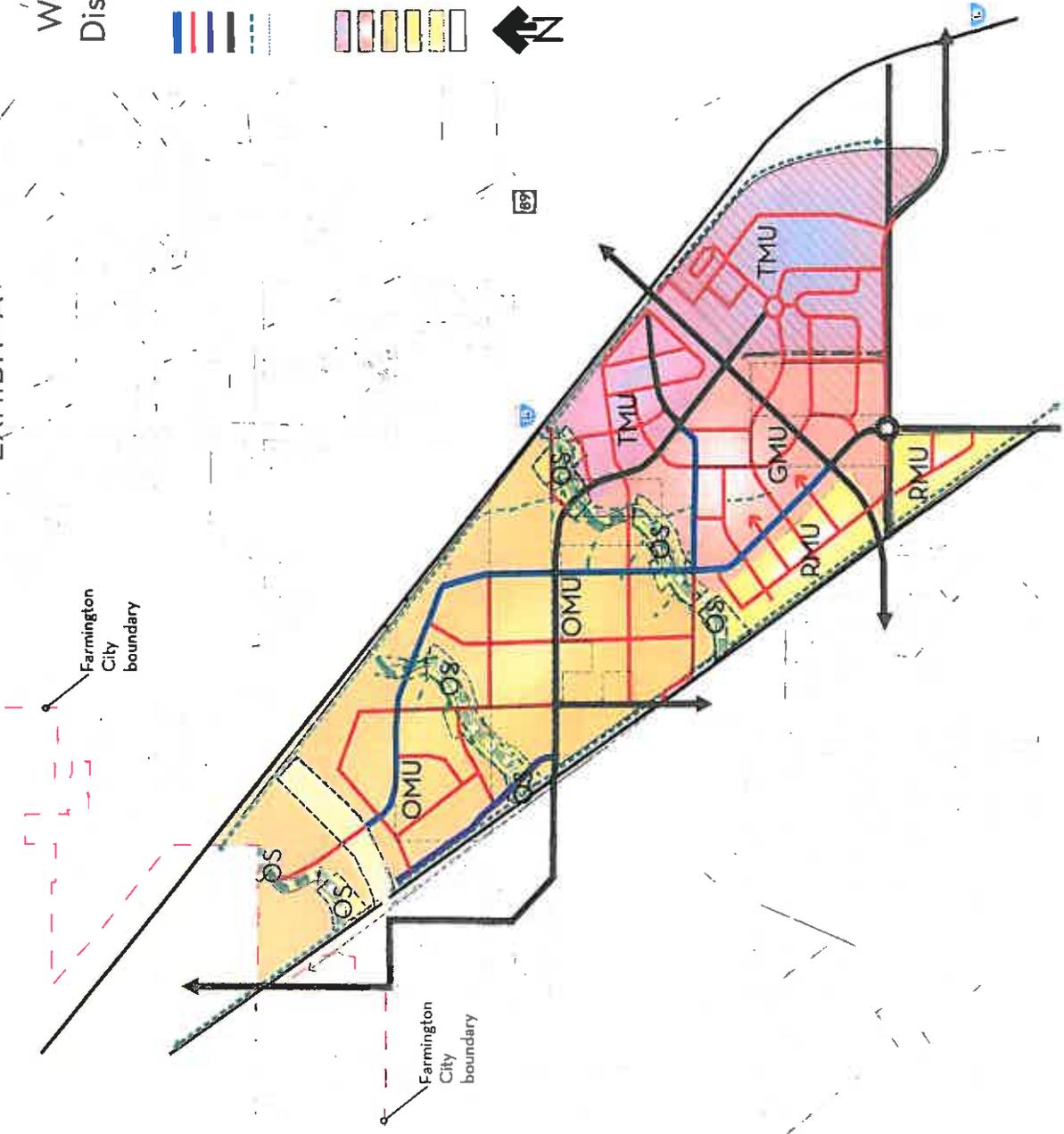
West Farmington Mixed-Use District Regulating Street Plan

Street Network

-  Principal Road: approx. 64 ft ROW curb to curb, 2 travel lanes, center med. an.
-  Neighborhood Road: approx. 28-32 ft ROW curb to curb, 2 travel lanes
-  Local Primary Road: approx. 35 ft ROW curb to curb, 2 travel lanes
-  Existing Collector Road (Buise Lane, Clark Lane, 1525 West)
-  Pedestrian Pathway
-  Approximate 100 ft Riparian Corridor Boundary - Shepard Creek

Mixed Use Zoning Districts

-  Transit Mixed Use District (TMU)
-  General Mixed Use District (GMU)
-  Office Mixed Use District (OMU)
-  Residential Mixed Use District (RMU)
-  Open Space Mixed-Use District (OS)
-  Station Park



* Development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2022, between the City of Farmington, Minnesota, and Station Park LLC (the "Station Park Development Agreement"), which Station Park Development Agreement was submitted by the City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2022, and which contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other Farmington City rules apply to the Station Park area. The Station Park Development Agreement shall apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not inconsistent with any continuing rights granted by the Station Park Development Agreement.

EXHIBIT "B"

11-18-040: REGULATING PLAN:

A. Scope: The regulating plan for the mixed use districts consists of the street network map that identifies the location of existing streets and the layout and proposed location of future streets. The regulating plan will provide the framework for establishing the mixed use districts described in this chapter. Uses and intensity of development, including transitions to surrounding residential areas, will be based on the mixed use district and the street types within each district.

B. Using The Regulating Plan:

1. Determine which street type the building lot or zone lot fronts. The primary street frontage for corner lots will be determined based on the street hierarchy in subsection C of this section.
2. Building form and site envelope standards for building lots or zone lots are determined by the mixed use district and the street the lot fronts.

C. Street Type Hierarchy:

1. Arterial road (Park Lane): Primary vehicular access road, connecting local neighborhoods and the transit station area to regional and interstate highway infrastructure. Four (4) lane, divided road with landscaped median.
 2. Principal road/major collector (Burke Lane, Clark Lane, new north/south streets): Main roads bisecting the mixed use district area, principal transportation circulation. Two (2) lane, divided road with landscaped median and on street parking.
 3. Promenade/minor collector (new east/west street connecting the new north/south principal roads): Streets prioritizing pedestrian circulation and activity, connecting desirable destinations to future transit nodes, with very low speed vehicular circulation. Two (2) lane road, very wide sidewalks.
 4. Local primary road: A road directly abutting a boundary of the mixed-use district that is adjacent to single-family neighborhoods, similar to a neighborhood road in scale and width, but has less impact as it restricts building height, acting as a buffer.
 54. Neighborhood road/local (new local streets): Low speed streets connecting neighborhoods to principal roads. Two (2) lane road. (Ord. 2008-61, 12-9-2008)
 - ~~65.~~ Rail access road/local (new street/walkway, designed to promote access to the commuter rail station from the north side of Park Lane alongside the UP and UTA rail lines): If right of way allows, two (2) lane road with sidewalk on west side. (Ord. 2008-61, 12-9-2008; amd. 2016 Code)
 76. Alley (new rear accessways for parking areas and garages): Narrow two (2) lane alley for interior circulation, generally oriented parallel to the primary street.
 87. Pedestrian walkway (new pedestrian walkways/trails): Pedestrian and bicycle only routes, connecting green spaces, residential areas, commercial nodes and transit nodes.
-

E. Public Space Standards:

1. Each street type shall have a dedicated right of way or easement that is considered to be public space. This right of way is measured from back of curb to back of curb. Table 18.1, "Street Standards", of this section shall dictate the use of the space between the curbs. Street standards follow the general guidelines of existing Farmington City street standards. Additional standards, outlined in table 18.2, "Side Treatment Standards", of this section shall dictate the use and width of the space from the back of the curb, on which a public access easement will be placed if not part of the public right of way. The city may make adjustments to street standards and side treatment standards herein as set forth in chapter 7 of this title and section 12-8-100 of this code. Such adjustments should provide continuity and be consistently applied where possible along the entire length of a given street.
2. Intersections shall be designed for pedestrian safety through the use of bulb outs that narrow the crossing distance of the street. Bulb outs shall extend into the roadway the depth of the curb, gutter and parking lane (when present) collectively. (Ord. 2015-05, 2-17-2015)

TABLE 18.1
STREET STANDARDS

| Street Type | Right Of Way Width | Travel Lanes (Number And Width) | Median | Bike Lanes | Parking Lanes | Curb And Gutter |
|-----------------------------|---|---------------------------------|-------------|----------------------|--------------------|------------------------|
| Arterial | 77' | 4, 12' | 14' | 5', each side | None | 2.5', each side |
| Principal (major collector) | 64' | 2, 11' | 12' | 5', each side | 7.5', each side | 2.5', each side |
| Promenade (minor collector) | 64' | 2, 11' | 12' | 5', each side | 7.5', each side | 2.5', each side |
| <u>Local Primary</u> | <u>37'</u> | <u>2, 11'</u> | <u>None</u> | <u>5', each side</u> | <u>None</u> | <u>2.5', each side</u> |
| Neighborhood (local) | 32' (28' allowed if square foot residential is on both sides) | 2, 13.5' (or 2, 11.5') | None | Bike route | Nonstriped parking | 2.5', each side |
| Rail access (local) | 16' to 22' | 1, 11' or 2, 9' | None | None | None | 2.0 to 2.5', each side |

| | | | | | | |
|-------|-----|-------|------|------|------|----------------------|
| Alley | 22' | 2, 9' | None | None | None | 2' gutter, each side |
|-------|-----|-------|------|------|------|----------------------|

TABLE 18.2
SIDE TREATMENT STANDARDS

| Street Type | Total Side Treatment Width | Sidewalk (Public Easement) | Park Strip/ Tree Grate |
|----------------------|----------------------------|----------------------------|------------------------|
| Arterial | 28' to 40' | 6 to 10', each side | 8 to 10', each side |
| Principal | 40' | 10', each side | 10', each side |
| Promenade | 50' | 20', each side | 5', each side |
| <u>Local Primary</u> | <u>36'</u> | <u>8', each side</u> | <u>10', each side</u> |
| Neighborhood | 28' to 36' | 6 to 8', each side | 8 to 10', each side |
| Rail access | 3' to 9' | 3 to 8', 1 side | 0 to 3' |
| Alley | None | None | None |
| Pedestrian walkway | 20' | 10' trail | 5', each side |

11-18-060: BUILDING FORM AND SITE ENVELOPE STANDARDS:

The following regulations and standards establish the parameters that guide the form of building within the mixed use districts of this chapter, including the site envelope for building placement. They direct and control the building envelope and site in regard to configuration, orientation, function and features that define and shape the public realm. The technique of the standards is to use private buildings to define and shape the public space in a manner that promotes walkability and provides functional connections between the public space and the private buildings. The standards are designed to use a minimum level of control to meet this goal.

The regulating plan identifies six (6) street types, including pedestrian walkways. Alleys are not identified on the regulating plan. The building form and site envelope standards are identified for each mixed use district and the street types within. Standards for street types shall apply to all lots that front that street. Lots may be

either a recorded "building lot" or a "zone lot", as defined in section 11-18-030 of this chapter. A development parcel may have more than one (1) zone lot. Standards will apply to the primary building on each zone lot. Lots that front more than one (1) street shall follow the standards for the primary street, as determined by the street hierarchy. Standards for the arterial roads shall only apply to lots that directly abut Park Lane at grade and shall not apply to those portions of Park Lane and its access streets that are raised on an embankment. Lots that are adjacent to an embankment shall also have frontage on another street and will conform to the standards of the next nearest street type. These standards shall address building height, siting of the building on the lot and other elements. Character examples may be provided to depict the context of the type and form of desirable development only, and not the actual design or architectural style of buildings. Exceptions to the standards of this section for large footprint commercial buildings over twenty thousand (20,000) square feet are detailed in section 11-18-070 of this chapter.

A. Height:

1. The height of the principal building is measured in stories, with the maximum height indicated in feet for the RMU and OS districts.
2. Maximum height shall be measured to the midpoint of the roof (if a sloped roof is used) following guidelines, as defined in "building or structure height" in section 11-2-020 of this title. On flat roofs, additional parapet may be added above the maximum height for decoration and/or screening of rooftop equipment, and shall not exceed five feet (5') in height. Decorative parapet treatments in excess of five feet (5') may be approved through the development plan review process.
3. Street wall, fencing or landscaping heights are relative to the adjacent sidewalk, or the ground elevation when not fronting a sidewalk.

B. Siting:

1. Buildings shall occupy the specified area of the lot, as indicated on the site envelope standards in relation to the required building range and other applicable setbacks. The required building range (RBR) shall be measured from back of sidewalk.
2. Lot frontage percentages for corner lots shall apply to both the primary and secondary street(s). A reduction in the lot frontage percentage on the secondary street may be approved through the site plan review process.
3. Off street parking for vehicles shall not occupy any space located between the building and the primary street on each zone or building lot, and the secondary street where applicable for a corner lot. Parking areas located to the side of structures shall meet all building form and site envelope standards for the lot and be located a minimum of ten feet (10') back from the back of the adjacent sidewalk.
4. For each zone lot that has a building associated with it, said building shall meet the lot requirements of this section. Flag lots or lots without street frontage are not permitted. (Ord. 2008-61, 12-9-2008)

| |
|--|
| Building Height Maximum In Stories (And Feet) |
|--|

| | Local Roads | Local Primary | Collector/Arterial Roads |
|-----|--------------------------|---------------|--------------------------|
| RMU | 2 (27 feet) ¹ | N/A | 3 (40 feet) |
| GMU | 3 | N/A | 4 |
| OMU | 4 | 3 | 6 |
| TMU | 6 | N/A | 8 |
| OS | 1 (25 feet) | N/A | 1 (25 feet) |

Note:

1. If a transition area is created buffering rural residential density areas from mixed use areas as follows: a) a distance of at least 300 feet must be established between housing in a rural residential site and the mixed use site; b) additional landscaping shall be provided on the mixed use site, including medium to large size trees every 20 feet along the entire length of the buffer; c) at least 3 different housing types (i.e., detached single-family, townhomes, live/work units, etc.) shall be provided in the mixed use site for every 15 acres of development; and d) the proposed uses in the mixed use area shall be compatible with the character of the site, adjacent properties, surrounding neighborhoods, and other existing and proposed development; then at its sole discretion, the city may, or may not, increase the building height on local roads in the RMU zone to a maximum of 3 stories, not to exceed 33 feet adjacent to existing rural residential development, or areas contemplated for such development on the general plan.

(Ord. 2013-23, 10-1-2013)

| | Lot Width (In Feet) | | | |
|-----|---------------------|------------------------------|--------------------------|------------------------------|
| | Local Roads | | Collector/Arterial Roads | |
| | Minimum | Maximum | Minimum | Maximum |
| RMU | 32 | 120 | 32 | 200 (300 for nonresidential) |
| GMU | 25 | 150 (250 for nonresidential) | 50 | 200 (300 for nonresidential) |
| OMU | 25 | 300 | 50 | No maximum |
| TMU | 25 | 200 | 25 | 300 |

| | | | | |
|----|----|------------|----|------------|
| OS | 25 | No maximum | 25 | No maximum |
|----|----|------------|----|------------|

| | Front Required Build To Range (RBR) (In Feet) | | | |
|-----|---|---------|--------------------------|---------|
| | Local Roads | | Collector/Arterial Roads | |
| | Minimum | Maximum | Minimum | Maximum |
| RMU | 5 (10 for residential) | 25 | 5 | 15 |
| GMU | 0 | 20 | 0 | 20 |
| OMU | 0 | 20 | 0 | 20 |
| TMU | 0 | 10 | 0 | 10 |
| OS | 5 | None | 5 | None |

| | Minimum Side And Rear Setbacks (In Feet) | | | |
|-----|--|------|--------------------------|------|
| | Local Roads | | Collector/Arterial Roads | |
| | Side | Rear | Side | Rear |
| RMU | 5 | 15 | 0 (5 for residential) | 15 |
| GMU | 0 | 10 | 0 | 10 |
| OMU | 5 | 10 | 0 | 10 |
| TMU | 0 | 5 | 0 | 0 |
| OS | 5 | 15 | 5 | 15 |

| | Building Siting | | | |
|-----|------------------------------|--|------------------------------|--|
| | Local Roads | | Collector/Arterial Roads | |
| | Minimum Lot Frontage Percent | Minimum Percent Of Building Within Front RBR | Minimum Lot Frontage Percent | Minimum Percent Of Building Within Front RBR |
| RMU | 50 | 60 | 60 | 60 |
| GMU | 50 | 75 | 60 | 75 |
| OMU | 50 | 75 | 60 | 75 |
| TMU | 75 | 75 | 80 | 75 |
| OS | n/a | n/a | n/a | n/a |

(Ord. 2008-61, 12-9-2008)

| | Open Space Percent Requirements (For Zone Lots) | |
|-----|---|--------------------------|
| | Local Roads | Collector/Arterial Roads |
| RMU | 35 | 30 |
| GMU | 20 | 10 |
| OMU | 20 | 10 |
| TMU | 10 | 10 |
| OS | n/a | n/a |

Notes:

1. Multiple-unit residential buildings that have a ground floor commercial use may have the open space requirement reduced by 10 percent in any district.

2. Open space requirements for a planned development area or an aggregation of multiple zone lots may be reduced by up to 5 percent in the TMU and 10 percent in the other districts if the open space is aggregated in 1 or more areas and is entirely usable open space. The aggregated open space must enhance the connection to transit facilities, plazas, or streets, or enhance the pedestrian environment, or enhance or create a public space, and remain publicly accessible. Aggregated open space must be shown and approved on a project master plan (PMP).

3. All Building Form and Site Envelope Standards for Local Roads as set forth in Section 11-18-060 (above) shall apply to Local Primary Roads with the exception of Building Height Maximum in Stories (And Feet).

CITY COUNCIL AGENDA

For Council Meeting:
February 6, 2018

S U B J E C T: Swain Subdivision Final PUD Master Plan

ACTION TO BE CONSIDERED:

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 WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: February 6, 2018

SUBJECT: **SWAIN SUBDIVISION FINAL PUD MASTER PLAN**
Applicant: **Lew Swain**

RECOMMENDATION

Move that the City Council approve the final PUD master plan for the Swain 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 final plat;
2. The applicant shall meet all of the standards and requirements as set forth in Section 11-30-050 of the Zoning Ordinance prior to or concurrent with final plat;
3. The applicant shall pay \$ 22,500 for the open space waiver, as agreed upon through negotiations with the City Manager prior to recordation of final plat.

Findings for Approval:

1. The proposed development is an in-fill project and allows the property owner the highest and best use of his property.
2. The proposed plans are consistent with the General Plan.
3. The proposed densities and lot sizes are consistent with the surrounding neighborhoods.
4. The attached landscape plan is of a high design quality and meets the standards set forth in Section 11-27-070.
5. Because the homes that are being built within the subdivision are custom, the applicant did not provide elevations; however, by providing photos of similar homes, and CC&Rs that set design standards of a high quality, the intent of the PUD overlay is being met.
6. The applicant is providing 9,621 s.f. of unimproved conservation open space, which will preserve a grove of Gambel oak trees.
7. The remaining open space that the ordinance requires can be better utilized elsewhere in the City to help in the construction of parks or trails.

BACKGROUND

The applicant is proposing to develop 3.45 acres of property located directly north of the Brentwood Estates Subdivision. The Swain Subdivision is proposing 10 lots under a Planned Unit Development

(PUD); the reason for this is that the applicant desires additional lots beyond what a conventional subdivision would allow, and would like flexibility in the lot dimensions and standards, specifically setbacks. The applicant wants to avoid the difficulties that come with a small HOA, and there is not any common area to maintain. The two entry features will be included on lots 104 and 108 and will be their responsibility to maintain. The applicant is proposing that Parcel A be placed under a deed restriction, in favor of the City, to remain perpetual conservation open space; the conservation parcel will be maintained by an adjacent property owner. Currently there is a grove of Gambel oak on the parcel, which will remain as part of the deed restriction.

In the LR zone under a conventional subdivision, the minimum lot size is 20,000 s.f. which would give the applicant approximately 6 lots; however, the applicant wanted 10 lots and he does not have enough area to qualify for a conservation subdivision, so he is instead seeking a PUD overlay. The applicant is not requesting a density bonus beyond the lot count achieved through the yield plan. The lot sizes proposed within the subdivision average 12,500 s.f. or slightly over one-quarter of an acre, and the densities proposed are 2.9 units per acre, which is very similar to the surrounding neighborhoods, which are all zoned LR-F as well.

As part of the preliminary PUD master plan, the applicant has provided a landscape plan, which is attached for your review. However, the applicant has not provided elevations of the homes, which is a requirement of preliminary PUD master plan, because each home is going to be custom built. However, the applicant will be using the subdivision CC&Rs to establish building and design standards, which have been included for your review. Additionally, the applicant has done this very same thing with an earlier development called Oakwood Estates; the applicant has provided photos of some of the homes in this previous development to give an example of how the CC&Rs work to establish uniform design standards, which are attached. Section 11-27-120(H) of the Zoning Ordinance states the following:

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.

Staff feels that even though the letter of the ordinance set forth in Section 11-27-060(E) is not being met, by establishing design standards through the CC&Rs to guide the custom homes that will be built, it is meeting the intent of the ordinance, i.e. that a higher quality of design be utilized in order to achieve the higher densities allowed through the PUD overlay.

The applicant is providing 9,621 s.f. of unimproved open space that preserves the “natural amenity” of the oak tree grove, as mentioned above. However, the PUD ordinance requires a minimum of 15% total open space be provided for the subdivision, which in this case would total 22,542 s.f. The applicant is therefore 12,921 s.f. short of the required open space and obtained a waiver of the remainder through City Council approval at their **October 3, 2017** meeting of not less than four votes. The applicant will have to compensate the City for this open space as set forth in Section 11-27-155 of the Zoning Ordinance.

The Planning Commission at their **January 18, 2018** meeting approved the preliminary plat and recommended that the City Council approve the final PUD master plan with little discussion.

Supplemental Information

1. Vicinity Map
2. Final PUD Master Plan
3. Landscape Plan
4. Photos of type of home that will be built in the subdivision
5. Swain PUD Subdivision CC&Rs (that will regulate design standards for custom homes)

Applicable Ordinances

1. Title 11, Chapter 11 – Single Family Residential Zones
2. Title 11, Chapter 27 – Planned Unit Developments (PUD)

Respectfully Submitted

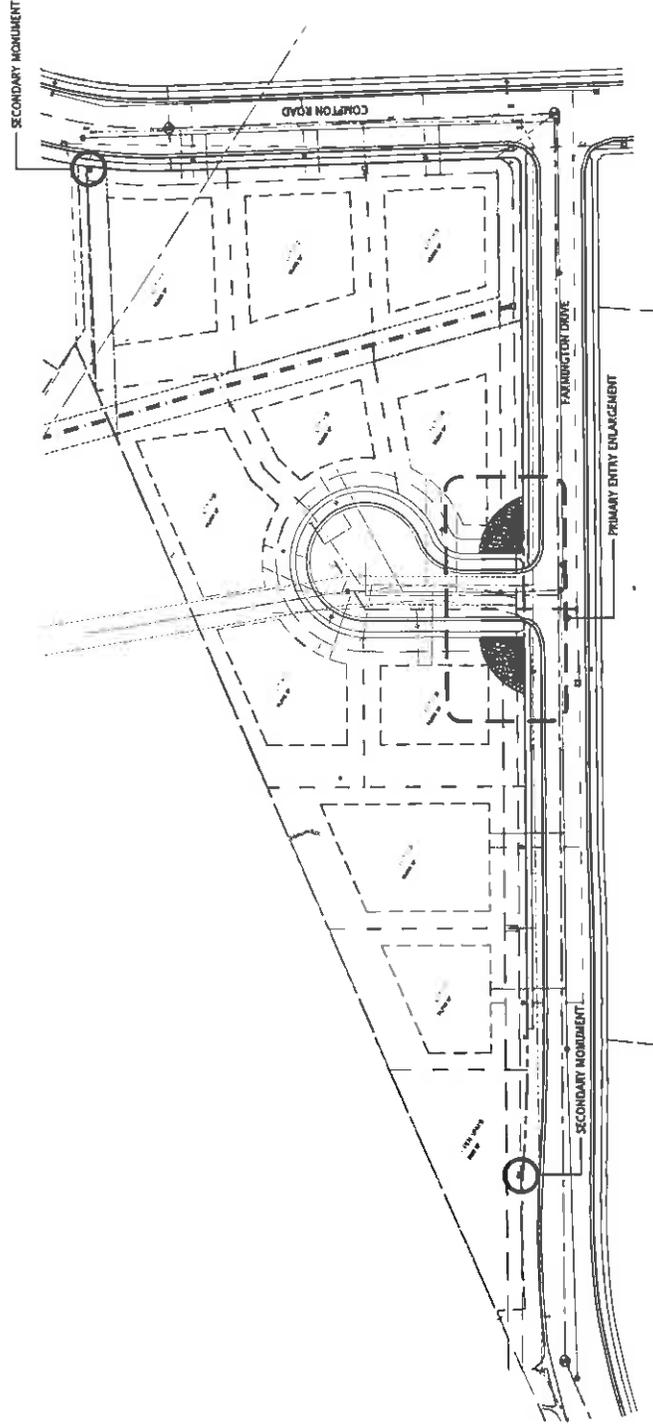


Eric Anderson
City Planner

Concur



Dave Millheim
City Manager



Swain Development

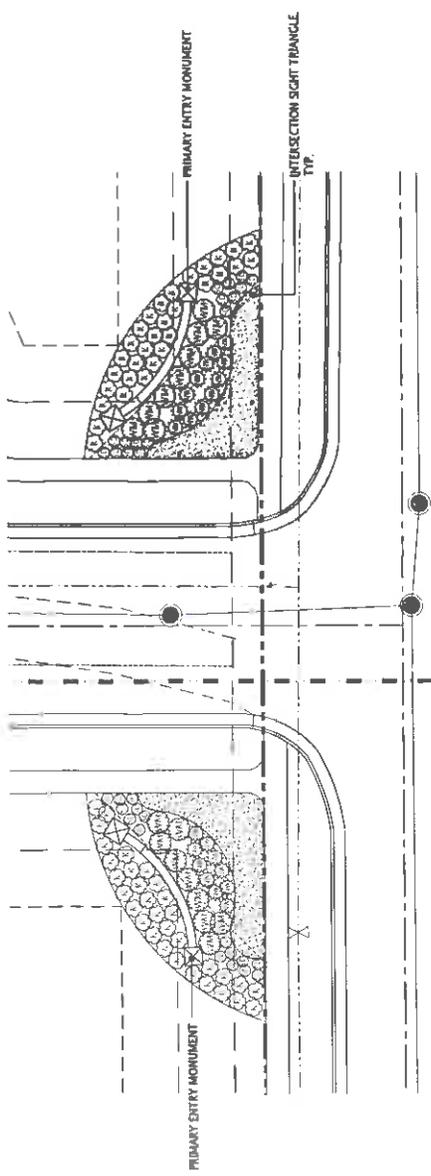


overall landscape plan



PLANT SCHEDULE

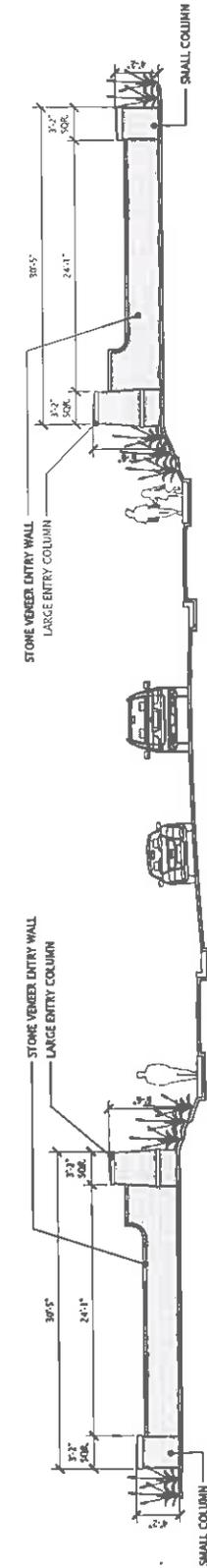
| SYMBOL | DESCRIPTION | QTY |
|----------|---|--------|
| (Symbol) | RETICULAR MESH (CONCRETE WALL) | 32.2 |
| (Symbol) | CORNER POST (EACH CORNER) - 4" DIA. PINESTEEL - 1/2" THICK RED OAKS | 4 |
| (Symbol) | 4" DIA. PINESTEEL - 1/2" THICK RED OAKS | 32 |
| (Symbol) | 4" DIA. PINESTEEL - 1/2" THICK RED OAKS | 32 |
| (Symbol) | 4" DIA. PINESTEEL - 1/2" THICK RED OAKS | 19 |
| (Symbol) | 4" DIA. PINESTEEL - 1/2" THICK RED OAKS | 32.2 |
| (Symbol) | 4" DIA. PINESTEEL - 1/2" THICK RED OAKS | 482.19 |



primary entry landscape enlargement

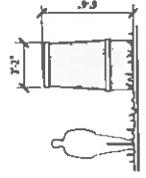
scale: 1" = 10'

- ENTRY MONUMENT NOTES**
1. WALLS AND COLUMNS SHALL RECEIVE STONE VENEER AS SELECTED BY OWNER.
 2. WALLS AND COLUMNS SHALL HAVE EITHER NATURAL STONE OR ARTIFICIAL STONE VENEER.
 3. ALL MONUMENTS AND WALLS SHALL BE OUTSIDE OF INTERSECTION SIGHT TRIANGLES PER FABRICATOR'S CURRENT STANDARD AND REQUIREMENTS.
 4. ALL MONUMENTS SHALL BE CONSTRUCTED WITH WALLS AND MONUMENTS IN FIELD FOR OWNER'S REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.



primary entry elevation

scale: 3/16" = 1'-0"



secondary monument elevation

scale: 1/4" = 1'-0"

Swain Development



06.15.17



AFTER RECORDING, PLEASE RETURN TO
H Lewis Swain
1688 N. Canyon Circle
Farmington Utah 84025

Space above for Recorder's use

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
OF**

THIS DECLARATION (the "Declaration") is made this _____ day of _____, 2017,
by _____ ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of Farmington, Davis County, State of Utah, more particularly described on Exhibit "A" attached hereto, _____ lot subdivision (hereinafter the "Subdivision");

WHEREAS, Declarant intends that the lots within the Subdivision (hereinafter "Lot") shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth.

NOW, THEREFORE, in consideration of the premises and as part of the general plan for improvement of the Subdivision, Declarant does hereby establish the nature of the use, maintenance and enjoyment of the Subdivision, and does declare that all conveyances of any Lot shall be made subject to the following conditions, restrictions, reservations, assessments, covenants, liens, and stipulations herein set forth that shall be binding upon all parties having any right, title or interest in or to a Lot or any of them, or any part of the Lots, and upon their heirs, successors, and assigns, and shall inure to the benefit of each owner (an "Owner") thereof.

1. LAND USE AND BUILDING TYPE. Except as otherwise provided in Paragraph 17 below, no Lot within the Subdivision shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories excluding the basement. The height of the single-family dwellings on each lot shall not exceed the following height limits:
Lots 1, 2, and 3 35 feet. Lots 4,5,6,7,and 8 ? feet. Lots 9 and 10 35 feet.

All height limitations shall be as measured from the finished floor plane of the primary entry level floor to the highest point of the roof structure (with any other structures incident to such dwelling to be subject to approval as hereinafter provided, including in Paragraphs 2, 3, and 4 below). No building shall be located on any Lot nearer to the front lot line or the rear Lot line than the minimum building set-back lines required by Farmington City. All homes shall be constructed so that what would typically and reasonably appear to be the front of a house faces the street; no house shall be constructed so that what typically and reasonably appears to be the back of the house faces the street.

2. POOLS, FOUNTAINS AND SPORT COURTS. Any desired pool, spa, fountain, game court, or tennis court on a Lot must be expressly approved by the Committee (as that term is hereinafter defined) and shall be located to avoid impacting an adjacent Lot or other property with light or sound and shall not be located in front yards. Pool heaters and pumps on a Lot must be screened from view and sound insulated from neighboring houses. Skateboard ramps are prohibited.

3. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications, including a site plan showing the location of the structure and a grading plan have been approved in writing by the Architectural Control Committee, Inc., an existing or to-be-organized non-profit corporation (the "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. Drawings submitted to the Committee shall include:

- A. Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- B. Detailed floor plans showing dimensions and measurements.
- C. Detailed elevations, indicating all materials and showing existing and finished grades.
- D. Detailed sections, cross and longitudinal.
- E. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
- F. Specifications giving descriptions and color samples of materials to be used on the exterior of the residence.

Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit from Farmington City. No fence shall be erected, placed, or altered on any Lot nearer to any street than the front building setback line unless similarly approved. Unless otherwise approved by the committee due to unique circumstances no fences shall be installed on the lot lines between properties. Chain link fences may be used only for a reasonably-sized dog run located in the back yard within the boundaries

of a Lot. If the owner elects to install a swimming pool requiring a security fence by code (see Paragraph 11 below), the owner will utilize a vertical post metal type fence bronze or black in color which shall be subject to approval in writing by the Committee.

4. DWELLING QUALITY AND SIZE. It is the intention and purpose of this Declaration to assure that all dwellings shall be of quality workmanship and materials. Each dwelling on a Lot shall be constructed of wood or steel frame with brick, rock, cultured stone, long-term cement type clapboard, and/or stucco, or combinations thereof, with glass windows. All homes shall be constructed with at least fifty percent (50%) masonry on the street facing side, and at least fifteen percent (25%) on the remaining sides, unless otherwise approved in writing by the Committee. Aluminum, steel, and vinyl siding may only be used on a Lot for soffit and fascia. The ground floor area of the main structure, exclusive of one-story open porches and enclosed garages, shall not be less than 1,900 square feet for a one-story dwelling, nor less than 1,500 square feet on the main level and 1,000 square feet for the second level of a dwelling of more than one story. Full basements are required in all homes. Any exceptions shall require the approval of the Committee. No dwelling, garage, on a Lot shall be constructed or reconstructed with a flat or substantially flat roof. All roofs on a Lot shall have a minimum 6 in 12 pitch, unless otherwise approved by the Committee. All roofs on a Lot shall be of 25-year architectural grade asphalt shingles, slate shingles, or of architectural tile in natural colors. Any addition to a dwelling, garage, on a Lot must be approved in writing in advance by the Committee. All construction is to be of new materials, except that used brick may be used if prior written approval is given by the Committee. At least a private two-car garage is mandatory but shall not exceed a four-car garage (including any garage intended for the storage of a boat or other recreational vehicle). No carports are or will be allowed on a Lot. Detached garages, guest quarters, barns and pool houses on Lots must be approved in writing by the Committee. Storage buildings, on Lots must also be approved in writing by the Committee. Storage sheds on Lots shall not to exceed 200 square feet and must be constructed on a concrete slab and of the same building quality materials as used for the home. No used sheds will be allowed on a Lot. Exceptions may be considered by, and must be approved in writing by, the Committee. No structure of any kind shall be permitted to remain incomplete (complete is defined as receipt of a Certificate of Occupancy from Farmington City for a period in excess of one year from the date the building was started as evidenced by the date upon which the excavation of a basement commenced, unless approved in writing by the Committee). No prefabricated or modular single-family homes shall be allowed. Outbuildings and all other storage buildings must conform to the main structure in style and material choice. The color of all exterior materials used for all improvements shall be disclosed to the Committee in the original submission and shall be subject to written approval by the Committee.

5. LOT AREA. No Lot shall be reduced in size from the size as shown on the recorded plat, or final plat to be recorded as (the "Plat").

LANDSCAPING. Landscaping plans to include but not limited to lawns, irrigation, patio, and garden areas on the Lots must be approved by the Committee. Lot Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve soil erosion control. The planting of trees on Lots that have a high profile and may obstruct the view from neighboring Lots must be approved in writing by the Committee. Owners of Lots shall be

responsible for planting all trees required by Farmington City, including, without limitation, any street tree planting ordinances.

No Lot Owner shall alter the slope and/or contour of its Lot from that shown on the final grading plan approved by the city, in a manner that will materially increase the discharge of water onto the surface of any sidewalk, street, or adjoining Lot or adjoining property. All materials used to retain and contour the slope of any Lot must conform to the natural beauty and color of the Lot, and must be approved in writing by the Committee. Each dwelling on a Lot shall have installed surrounding it an outdoor landscape sprinkler system for fire protection and irrigation.

Landscaping on Lots may include a combination of lawn, flowers, shrubs, and or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliate plants. Ground cover on Lots may also include mineral or non-living organic permeable material in not more than twenty percent (20%) of the net landscaped area, unless otherwise approved in writing by the Committee. Mineral ground cover on Lots may include such materials as rocks, boulders, or brick over sand. Species, size, and placement of landscape elements on Lots shall be determined by the Owner subject to written approval by the Committee prior to commencement of landscaping.

Installed landscaping on Lots shall at all times be reasonably nurtured and maintained including, without limitation, the regular cutting, trimming, and watering of lawns, bushes, trees, and other vegetation in season, and the control and elimination of weeds.

6. EASEMENTS, SLOPE AND DRAINAGE CONTROL. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No structure, planting or other material shall be placed on a Lot or permitted to remain, or other activities undertaken, which in any way creates erosion or sliding problems. The easement areas set forth on the Plat, and all improvements in them, shall be maintained continuously by the Owner of the Lot, except for any improvements for which a public authority or utility company is responsible.

7. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot. Except as permitted under Paragraph Sixteen (16), no odors shall be permitted to arise from a Lot so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise, offensive activity, or other nuisance shall be permitted to exist or operate on the Lots. Without limiting the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any Lot without the prior written approval of the Committee, and if approved, shall not be permitted to cause a nuisance for any adjacent Lot or other property as determined in the sole judgment of the Committee. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front yards of the Lots. Storage on side yards of Lots is permitted only if such vehicles are in running condition, properly licensed, and are being regularly used. The use of motorcycles, ATVs, and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Lots. The burning of rubbish, leaves, or trash on the Lots is prohibited. No Owner shall permit any

condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects (the planting and maintenance of gardens shall not constitute a violation of this provision). No tank for the storage of fuel may be allowed or used without the prior written consent of the Committee.

8. WATER DISCHARGE. It shall be unlawful for any person owning, occupying, or having control of any portion of a Lot to suffer or permit irrigation or storm water to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot or adjoining property. This is intended to require that the Lot Owner maintain such water on its own Lot.

9. PARKING AND STORAGE. No major mechanical work or repairs are to be conducted in streets or front yards of houses on the Lots. No commercial-type vehicles and no trucks over one-ton capacity shall be parked or stored on the front yard setback of any Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over one-ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance and commercial equipment of any kind on a Lot shall be parked or stored in an enclosed garage or behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational-type vehicles on the side and rear yards.

10. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No old or second-hand structures shall be moved onto any Lot. All dwellings and other buildings on Lots shall be constructed of new materials and good quality workmanship. No pre-manufactured homes are permitted.

11. ACCESSORY STRUCTURES. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings on Lots shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that outbuildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and approved in writing by the Committee. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.

12. SIGNS. Except for personal-not commercial-events not lasting longer than 3 days, and election promotional signs not to be placed on a Lot for longer than two weeks, no signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the Lot for sale or rent, or signs used by a builder to advertise only during the construction and sales period. Signs for the initial marketing of the Lots shall not be limited by this provision.

13. LEASES. Any lease agreement or other agreement permitting occupancy between an Owner of a Lot and a lessee or occupant thereof shall require that such lessee and/or occupant

comply with all of the terms, covenants, conditions and restrictions of this Declaration. All such leases and/or agreements shall be required to be in writing.

14. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on any Lot except in enclosed sanitary containers that shall not be left at the front of any Lot except on the day of collection and the night before. No incinerators or burning are allowed on Lots. Equipment for the storage of disposable material on Lots shall be kept in a clean and sanitary condition. Each Lot and its abutting portion of the street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly materials or other objects are to be stored on any Lot in view of the general public.

15. ANIMALS. Dogs, cats and other household pets may be kept on Lots provided that they are not kept, bred, or maintained for any commercial purposes and are restricted to the Owner's premises or on a leash under handler's control, except as provided by law and only to the extent not prohibited or restricted by applicable Farmington City ordinances. No horses, Cows, pigs, goats, or other farm animals shall be permitted.

16. NO HAZARDOUS ACTIVITIES. No activities shall be conducted on any Lot, and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person, Lot or other property. Without limiting the generality of the foregoing, neither open fires nor incinerators shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well designed fireplace or fire pit.

17. REPAIR OF BUILDINGS. No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and regularly painted or otherwise finished by the Owner thereof. Damage to a structure shall be immediately repaired or the structure shall be razed by and at the cost of the Owner.

18. IMPROVEMENTS AND ALTERATIONS. There shall be no excavation, construction, or alteration which in any way alters the exterior appearance of any improvement within any of the Lots, nor removal of any improvements on the Lots (other than repairs or rebuilding) without the prior written approval of the Committee.

19. ROOFTOP ANTENNAS AND OTHER DEVICES. Television antennas on Lots are to be placed in the attic out of view. Satellite dishes on Lots shall be the small 18-inch or smaller diameter dishes only and are to be hidden from view of the street. No ham radio, citizens band, or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other Lot. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighbor's home or home entertainment facilities or equipment. All air conditioning and heating equipment must be screened from view and reasonably insulated for sound attenuation. Rooftop evaporative coolers are prohibited. Solar panels will be permitted only with the express written consent of the Committee and must be designed to blend with the dwelling architecture. Meter locations are to be designed into the architecture of the dwelling and screened from view. This provision does not apply to digital readout units. Exterior lights

detached from dwellings must be approved by the Committee. Except for satellite dishes or roof top solar panels all rooftop equipment must be coated or painted in colors compatible with the dwelling.

20. CONSTRUCTION AND LANDSCAPING SCHEDULE. All homes being constructed on any Lots shall be completed, and certificates of occupancy for the same obtained, within twelve (12) months of the start of construction, i.e., obtaining a Permit. Landscaping and irrigation of Lots shall be completed in accordance with the Plan previously approved by the Committee within nine (9) months of receipt of a certificate of occupancy. Gravel areas on Lots are not permitted.

21. COMMITTEE MEMBERSHIP. The initial director of the Committee shall be H. Lewis Swain and _____ (hereinafter sometimes referred to as the Committee). A majority of the Committee may designate one of its members to act as a spokesperson for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to and shall designate a successor by majority vote. Except for the original members of the Committee, any member of the Committee may be removed and shall be replaced by a majority vote of the Committee members. Neither the members of the Committee, nor its designated spokesperson, shall be entitled to any compensation for services performed pursuant to this Declaration. This Declaration shall not be amended or changed unless such amendment or change is approved by a majority vote of the three-member Committee as then constituted.

22. PROCEDURE. The Committee's approval or disapproval as required in this Declaration shall be in writing and by majority vote. In the event the Committee, or its designated spokesperson, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required; provided, however, that nothing in this sentence shall excuse the Owner of any Lot from otherwise complying with this Declaration. The Committee and its members shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property, and shall have no liability to any Owner for any plans approved in a manner that included any such violation. The Committee and its members further shall have no liability to any Owner for the enforcement or lack thereof of this Declaration or the provisions herein. Corrections or changes in plans to bring them into conformity with applicable codes must be approved, in writing, by the Committee prior to construction.

23. TERM. The covenants, conditions, restrictions, reservations, assessments, charges, and liens set forth in this Declaration are to run with the land and shall be binding, as they may be amended from time to time, as provided herein, on all parties and on all persons claiming an interest in a Lot, for a period of thirty years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, reservations, assessments, charges, and liens shall be automatically extended for successive periods of ten years each.

24. ENFORCEMENT. The Committee and any Lot Owner shall have the right, but not the obligation, to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict

performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

25. **AMENDMENT.** This Declaration or any provision therein may be amended by the vote of two thirds of the lot owners .

26. **JOINT MAINTENANCE.** Lot owners may elect to enter into group maintenance agreements for weekly landscape maintenance and snow removal of sidewalks and driveways. Those lot owners who choose to participate in this service shall agree upon one of their group to secure contracts for such services to be approved by the participating Lot owners. Said contracts will separate costs so that each Lot shall assume the direct cost allocated by the service providers. Lot owners shall be billed and pay separately on a monthly basis invoiced amounts for these services.

27. **SEVERABILITY.** Invalidation of any provision set forth in this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration to be effective as of the date first written above.

DECLARANT

By:

STATE OF UTAH)

) ss:

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of , 2017, by
in his representative capacity as manager for .

Notary Public

Residing at:

My Commission Expires:

CITY COUNCIL AGENDA

For Council Meeting:
February 6, 2018

S U B J E C T: Tiger Grant Agreements

ACTION TO BE CONSIDERED:

Approve the Stake Holder Agreement between UTA and Farmington City along with the Supplement No. 1 to Stakeholder Agreement and pay the City's match of \$181,355 out of the street fund.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell, City Engineer.

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 WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: February 6, 2018
SUBJECT: TIGER GRANT AGREEMENTS

RECOMMENDATION

Approve the Stake Holder Agreement between UTA and Farmington City along with the Supplement No. 1 to Stakeholder Agreement and pay the City's match of \$181,355 out of the street fund.

BACKGROUND

In July of 2016 Farmington City in partnership with UTA and other municipalities were awarded a 20 million dollar grant for intermodal connections to transit systems. The stakeholders intend to collaborate the Tiger projects over the course of 5 years with UTA being responsible for project management and Tiger Grant oversight. The City has 8 projects totaling \$1,204,998, the City has to match \$181,355. Four of these projects and the majority of the money is for the 650 West sidewalk. City Staff recommends signing the contracts and authorizing the City's match to UTA.

SUPPLEMENTAL INFORMATION

1. Stakeholder Agreement
2. Supplement No. 1 to Stakeholder Agreement

Respectively Submitted

Chad Boshell, P.E.
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

**STAKEHOLDER AGREEMENT
FARMINGTON CITY**

TIGER GRANT

| | | |
|---|-------------------------|--|
| TIGER 2016 GRANT NO. | UTA CONTRACT NO. | STAKEHOLDER CONTRACT NO. |
| SUMMARY OF CITY PROJECTS: FAR_ADA_1: ADA RAMPS GLOVERS & 650 WEST; FAR_BKL_1: BIKE LANE; FAR_CWI_1, FAR_CWI_3, FAR_CWI_6: CROSSWALK IMPROVEMENTS; FAR_SWK_3, FAR_SWK_4, FAR_SWK_7: SIDEWALKS | | PROJECT VALUE OF CITY PROJECTS \$ 1,204,998 |
| | | CITY REPRESENTATIVE: CHAD BOSHELL |

This Stakeholder Agreement (“Agreement”) is entered into this ___ day of _____ 2018 by and between the Utah Transit Authority, a public transit district (“UTA”) and Farmington City (“City”).

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council (“WFRC”) and Mountainland Association of Governments (“MAG”) are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation (“UDOT”) and approximately 30 other public entities (collectively the “Stakeholders”), submitted a grant application (the “Grant Application”) to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery (“TIGER”) discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the “TIGER Grant”) in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the “TIGER Projects”) that improve transportation connections to UTA’s commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the “City Projects”) referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.

4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.

8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as “grantee” under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City’s acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA’s investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit “D”, throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

IN WITNESS WHEREOF, UTA and City have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel

FARMINGTON CITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

EXHIBIT "A"

TIGER Projects
City Projects/Financial Commitments

EXHIBIT "B"

Form of Supplement to Stakeholder Agreement

**SUPPLEMENT NO. __ TO
STAKEHOLDER AGREEMENT
_____ CITY**

TIGER GRANT

| | | |
|--|-------------------------|---------------------------------|
| TIGER 2016 GRANT NO. | UTA CONTRACT NO. | STAKEHOLDER CONTRACT NO. |
| SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: | | VALUE OF CITY PROJECTS |
| | | \$ _____ |
| | | CITY REPRESENTATIVE: |
| | | _____ |

THIS SUPPLEMENT NO. __ TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this ____ day of _____, 201_, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and _____ (“City”).

The parties hereto entered in to a Stakeholder Agreement dated _____, (the “Agreement”), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ _____

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ _____

ESTIMATED AMOUNT OF CITY PARTICIPATION: \$ _____

ADDITIONAL FUNDING SOURCES (Prop 1): \$ _____

[Add additional Paragraphs and details, as required]

3. Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel

_____ CITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

EXHIBIT "C"

Form of Modification Supplement

**MODIFICATION SUPPLEMENT TO
STAKEHOLDER AGREEMENT**

This Modification Supplement to Stakeholder Agreement (“Modification”) is made and entered into this ____ day of _____ 2018 by and between Utah Transit Authority, a public transit district (“UTA”), and _____ City, a political subdivision of the laws of the State of Utah (the “City”). UTA and the City are hereinafter collectively referred to as the “parties” and either may be referred to individually as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated _____, (the “Agreement”) regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the “Modifications”);

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. _____ Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. ____ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. _____ Modifications. Contractor and/or UTA have determined that the City _____

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

(CITY)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

ATTESTED AND COUNTERSIGNED

By: _____

Reviewed and Approved as to Form

UTA Engineering

UTA Legal

EXHIBIT "D"

Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority
Asset Management Group
669 West 200 South
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

**SUPPLEMENT NO. 1 TO
STAKEHOLDER AGREEMENT
FARMINGTON CITY**

TIGER GRANT

| | | |
|---|-------------------------|--|
| TIGER 2016 GRANT No. _____ | UTA CONTRACT No. | STAKEHOLDER CONTRACT No. |
| SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: FAR_ADA_1: ADA RAMPS GLOVERS & 650 WEST; FAR_BKL_1: BIKE LANE; FAR_CWI_1, FAR_CWI_3, FAR_CWI_6: CROSSWALK IMPROVEMENTS; FAR_SWK_3, FAR_SWK_4, FAR_SWK_7: SIDEWALKS | | PROJECT VALUE OF CITY PROJECTS \$ 1,204,998 |
| | | CITY REPRESENTATIVE: CHAD BOSHELL |

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this ____ day of _____, 201_, by and between UTAH TRANSIT AUTHORITY, a public transit district (“UTA”), and Farmington City (“City”).

The parties hereto entered in to a Stakeholder Agreement dated _____, (the “Agreement”), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

2018 TIGER Projects will begin once the funding partners deposit their City participation funds on or before March 1, 2018.

2019 TIGER Projects will begin once the funding partners deposit their City participation funds on or before July 16, 2018.

2020 TIGER Projects will begin once the funding partners deposit their City participation funds on or before July 15, 2019.

The City’s TIGER Projects are being matched by UTA Prop 1 funds. UTA operates on a January fiscal year cycle. The Prop 1 matching funds are available in January of the project’s funded year. The UTA Prop 1 funding match will be applied to the City’s TIGER project in its scheduled year.

UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds. At the yearly pre-design meeting, project milestones will be set for each City project funded within the funding year.

Estimated Total Cost of Work:
(Detailed Estimate Attached)

| | |
|--|---------------------|
| ESTIMATED BUDGET OF THIS SUPPLEMENT: | \$ <u>1,204,998</u> |
| ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: | \$ <u>963,999</u> |
| ESTIMATED AMOUNT OF CITY PARTICIPATION: | \$ <u>181,355</u> |
| ADDITIONAL FUNDING SOURCES (Prop 1): | \$ <u>59,645</u> |

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By _____
 Title _____
 Date: _____

By _____
 Title _____
 Date: _____

Approved as to Form:

 UTA Legal Counsel

FARMINGTON CITY

By _____
 Title _____
 Date: _____

By _____
 Title _____
 Date: _____



CONCEPT REPORT SUMMARY

1 of 3

SECTION 1: Project Information

| | | | |
|---|-------------------------------------|-------------------------------------|-----------------|
| Project Name: | 650 West and Glovers Lane ADA Ramps | | |
| Project Number: | FAR_ADA_1 | City/County: | Farmington City |
| Project Type: | ADA Ramp | Road Ownership: | Farmington City |
| Location | From: Multiple | Include Project Concept Map: | Attached |
| | To: Multiple | Local Match: | \$3,062 |
| Project Length: (N/A for point projects): | N/A | Year Funding Is Available: | 2018 |

Contact Information:

| | | | |
|-----------------------------|--|--|--------------|
| Agency: | Farmington City | | |
| Primary Contact: | Chad Boshell | | |
| Phone: | 801-939-9287 | | |
| Cell Phone: | 801-864-0917 | | |
| Email: | cboshell@farmington.utah.gov | | |
| Signature & Date | | | June 9, 2017 |

Project Description:

Bike lanes - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.

Crosswalks improvements - include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.

Sidewalk improvements - include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.

Trails - include trail width, typical section, 30% level cut/fill lines, show ROW boundaries

To improve pedestrian mobility and safety nine ADA ramps will be constructed at the following locations: 650 West and 350 S on the NE corner. 650 West and 300 S SW corner. 650 West and 500 South NW and SW corners, Glovers Lane and 650 West NE, SE, and SW corners. And Glovers Lane and 475 West SW and SE corners.

Major Project Risks:

No known major project risks.

UTA 
CONCEPT REPORT SUMMARY
 2 of 3

SECTION 2: Design Information (Executive Summary)

| | | |
|---|-------------------------------------|-----------------|
| Roadway / Pavement Summary <ul style="list-style-type: none"> • <i>List items of work specific to project</i> • <i>Include pavement widening quantities and striping plan</i> • <i>Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation</i> | Estimated Construction Cost: | \$15,308 |
| Construct nine ADA ramps which includes concrete, truncated dome inserts, and saw cutting. | | |
| Traffic and Safety Summary <i>Traffic, Signals, Lighting, ITS</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Structures Summary <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Environmental Summary/Status <ul style="list-style-type: none"> • <i>Document Type CatEx or EA</i> • <i>List anticipated impacts to environmental resources</i> | Estimated Mitigation Cost: | \$0 |
| A CatEx will be needed for the project. There are no anticipated impacts to environmental resources. | | |

UTA 
CONCEPT REPORT SUMMARY
 3 of 3

| | | |
|--|---------------------------------|------------|
| Right of Way Summary | Estimated Property Cost: | \$0 |
| <ul style="list-style-type: none"> • <i>Within existing ROW? Y or N</i> • <i>Existing ROW owned by:</i> • <i>ROW need to be acquired? Y or N</i> • <i>Who will acquire ROW needed?</i> | | |
| All the work will be done within the existing right of way owned by Farmington City. | | |

| | | |
|-------------------------------------|-----------------------------------|------------|
| Utility and Railroad Summary | Estimated Relocation Cost: | \$0 |
| No utility work is required. | | |

| | | |
|--------------------|-------------------------------------|------------|
| ITS Summary | Estimated Construction Cost: | \$0 |
| NA | | |

| | | |
|--|------------------------|------------|
| Public Involvement Summary | Estimated Cost: | \$0 |
| <i>Include if outreach is needed for general purposes, project specific, or NA</i> | | |
| NA | | |

| |
|-------------------------------|
| Miscellaneous Summary: |
| |

U T A 
CONCEPT REPORT SUMMARY
Appendix

SECTION 3: Project Log

Return each project concept form and estimate to Rimiller@rideuta.com
please cc kirkendall@pbworld.com

Complete the Following:

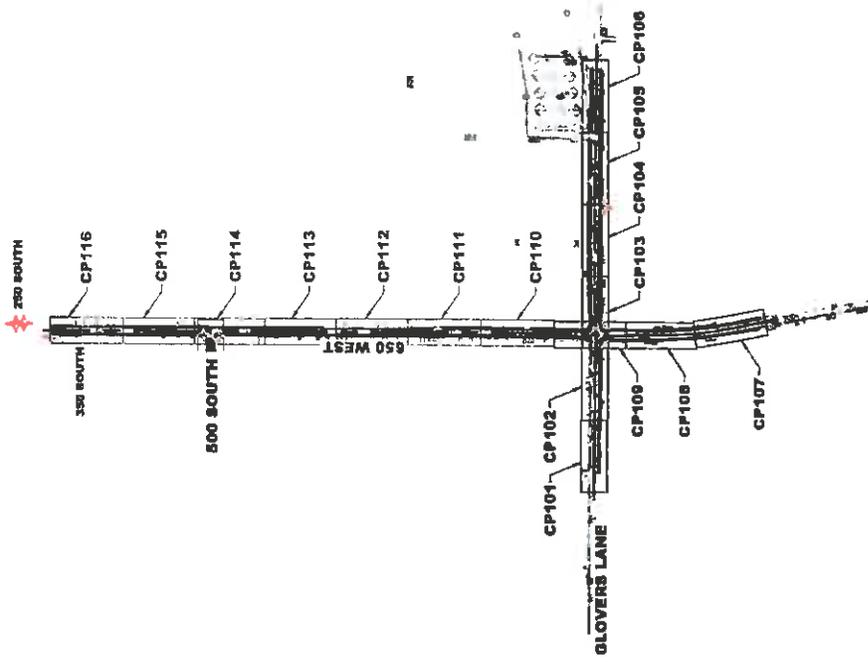
| Date Sent | Date Received |
|---------------|---------------|
| June 12, 2017 | |

(Update this as major decisions are made regarding the project.)

| Date | Decision Made |
|------|---------------|
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STATE STREET



★ ADA Ramp Locations

100%

| | |
|--------|----|
| 101500 | 47 |
| 4 | |
| CP001 | |



FARMINGTON CITY
FARMINGTON 650 WEST ROAD IMPROVEMENTS
 ROADWAY PLAN & PROFILE SHEET LAYOUT

CALDWELL RICHARDS SORENSEN
 ANSWERS TO YOUR PROJECTS

1000 East 1000 South
 Salt Lake City, Utah 84143
 Phone: 801.381.3844
 Fax: 801.381.0772
 www.caldwellsorenson.com

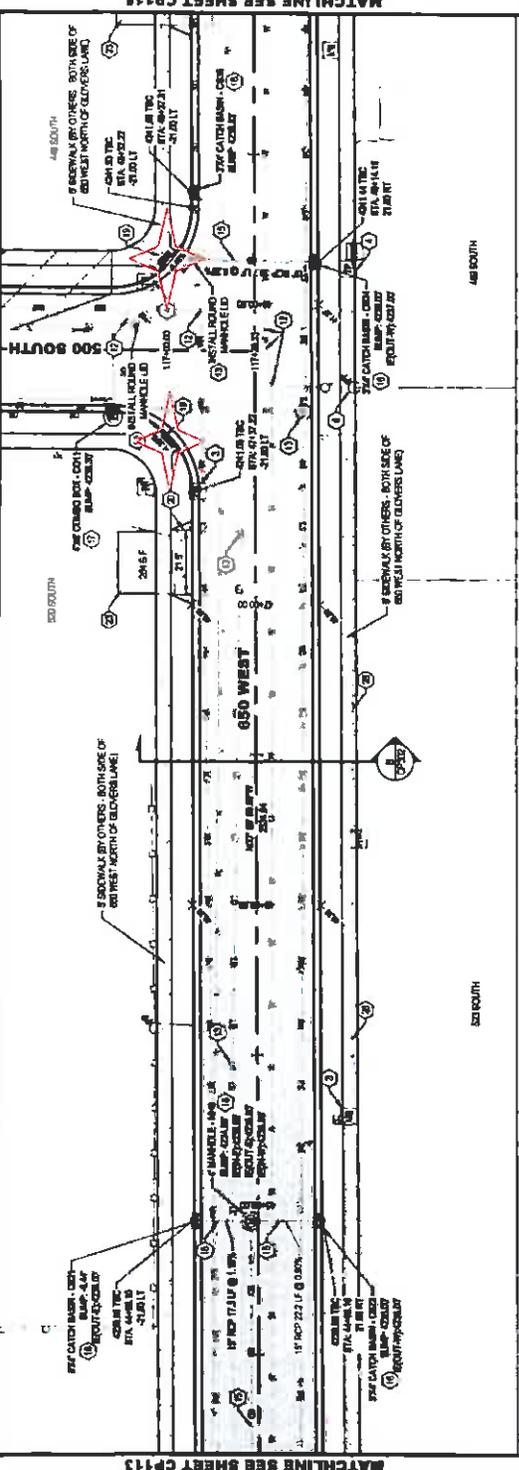
| | | |
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| DATE | BY | DESCRIPTION |
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THIS DRAWING IS THE PROPERTY OF CALDWELL RICHARDS SORENSEN AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CALDWELL RICHARDS SORENSEN.

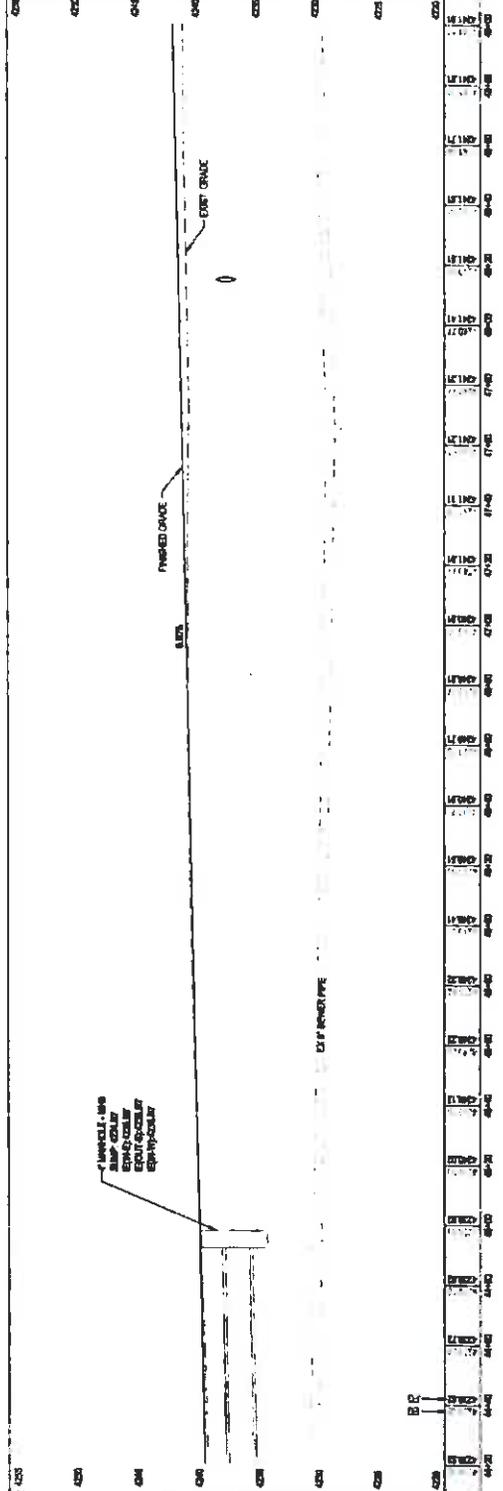
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| | | | |

MATCHLINE SEE SHEET CP122

MATCHLINE SEE SHEET CP113



650 WEST PROFILE



100%

NOTE AND UTILITY RELOCATED

- 1 RELOCATE FIRE HYDRANT, SEE DETAIL APPROX
- 2 RELOCATE BRICK MAILBOX COORDINATE LOCATION WITH FARMINGTON CITY
- 3 RELOCATE MAILBOX COORDINATE LOCATION WITH FARMINGTON CITY
- 4 RELOCATE TELEPHONE FEEDER, SEE DETAIL APPROX
- 5 RELOCATE WATER METER, SEE DETAIL APPROX
- 6 RELOCATE UTILITY POLE/SELECTING BOX (BY OTHERS)
- 7 RELOCATE BOX (BY FARMINGTON CITY)
- 8 REMOVE TREE
- 9 REMOVE CATCH BASIN
- 10 REMOVE CURB/VT
- 11 REMOVE CURB & GUTTER TO NEAREST JUNCT
- 12 ADJUST VALVE TO GRADE AND INSTALL CONCRETE COLLAR, SEE DETAIL APPROX
- 13 ADJUST MANHOLE TO GRADE AND INSTALL CONCRETE COLLAR, SEE DETAIL APPROX
- 14 CONNECT NEW STORM DRAIN PIPE TO EXISTING STRUCTURE
- 15 INSTALL NEW STORM DRAIN, SEE DETAIL APPROX
- 16 24" CATCH BASIN IN GRATE & FRAME, SEE DETAIL APPROX
- 17 24" CATCH BASIN IN GRATE & COVER
- 18 4" DIA. MANHOLE, SEE DETAIL APPROX
- 19 ADD RAMP PER FARMINGTON CITY STANDARD, SEE DETAIL APPROX
- 20 CONCRETE DRIVEWAY APPROACH
- 21 GRAVEL DRIVEWAY
- 22 ASPHALT DRIVEWAY
- 23 CONCRETE DRIVEWAY
- 24 REMOVE & REINSTALL CHAINLINK FENCE / FENCE, RELOCATE IN NEW POINT
- 25 REMOVE DRIVEWAY & CONSTRUCT FIELD FENCE IN NEW MATERIALS
- 26 REMOVE AND REINSTALL WOOD FENCE, RELOCATE IN NEW POINT

181500
19 47
CP114

FARMINGTON CITY
FARMINGTON 650 WEST ROAD IMPROVEMENTS
ROADWAY PLAN & PROFILE
650 WEST
STA 44+20 TO STA 49+00

CALDWELL RICHARDS SORENSEN
ENGINEERS & ARCHITECTS
200 EAST 100 SOUTH
SALT LAKE CITY, UTAH 84103
PHONE: 801.333.1888
FAX: 801.333.4271
www.caldwellsorenson.com

J. LARSEN
A. C. CARR
J. C. CARR
J. C. CARR
J. C. CARR
J. C. CARR

NOT TO SCALE
THIS DRAWING IS THE PROPERTY OF CALDWELL RICHARDS SORENSEN ENGINEERS & ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CALDWELL RICHARDS SORENSEN ENGINEERS & ARCHITECTS.

| | | |
|-----|----------|-------------------|
| NO. | DATE | DESCRIPTION |
| 1 | 10/15/10 | ISSUED FOR PERMIT |



CONCEPT REPORT SUMMARY

1 of 3

SECTION 1: Project Information

| | | | |
|---|--|-------------------------------------|---------------------------------------|
| Project Name: | State Street and Clark Lane Bike Lanes | | |
| Project Number: | FAR_BKL_1 | City/County: | Farmington City |
| Project Type: | Bike Lane | Road Ownership: | Shared with Farmington City and UDOT. |
| Location | From: State Street & 1100 W | Include Project Concept Map: | Attached |
| | To: State Street & 400 W | Local Match: | \$4,813 |
| Project Length: (N/A for point projects): | 4,300 ft | Year Funding Is Available: | 2018 |

Contact Information:

| | | |
|-----------------------------|---|--------------|
| Agency: | Farmington City | |
| Primary Contact: | Chad Boshell | |
| Phone: | 801-939-9287 | |
| Cell Phone: | 801-864-0917 | |
| Email: | cboshell@farmington.utah.gov | |
| Signature & Date |  | June 9, 2017 |

Project Description:

Bike lanes - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.

Crosswalks improvements - include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.

Sidewalk improvements - include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.

Trails - include trail width, typical section, 30% level cut/fill lines, show ROW boundaries

The project consists of painting 4 foot wide bike lanes along both sides of State Street and Clark Lane and to paint sharrows on the State Street bridge. The existing road is wide enough to accommodate existing travel lanes, bike lanes, and street parking. The bike lanes will provide active transportation opportunities to connect regional trails with mass transit stops.

Major Project Risks:

There are no known major risks.


CONCEPT REPORT SUMMARY
 2 of 3

SECTION 2: Design Information (Executive Summary)

| | | |
|---|-------------------------------------|-----------------|
| Roadway / Pavement Summary <ul style="list-style-type: none"> • <i>List items of work specific to project</i> • <i>Include pavement widening quantities and striping plan</i> • <i>Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation</i> | Estimated Construction Cost: | \$24,064 |
| <ul style="list-style-type: none"> • Paint bike lanes. • Paint sharrows. • Paint bike symbols. | | |
| Traffic and Safety Summary <i>Traffic, Signals, Lighting, ITS</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Structures Summary <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Environmental Summary/Status <ul style="list-style-type: none"> • <i>Document Type CatEx or EA</i> • <i>List anticipated impacts to environmental resources</i> | Estimated Mitigation Cost: | \$0 |
| A CatEx will be needed for the project. There are no anticipated impacts to environmental resources. | | |



CONCEPT REPORT SUMMARY

3 of 3

| | | |
|---|---------------------------------|------------|
| Right of Way Summary <ul style="list-style-type: none">• <i>Within existing ROW? Y or N</i>• <i>Existing ROW owned by:</i>• <i>ROW need to be acquired? Y or N</i>• <i>Who will acquire ROW needed?</i> | Estimated Property Cost: | \$0 |
| All work is to be done in existing right of way owned by UDOT and Farmington City. | | |

| | | |
|-------------------------------------|-----------------------------------|------------|
| Utility and Railroad Summary | Estimated Relocation Cost: | \$0 |
| NA | | |

| | | |
|--------------------|-------------------------------------|------------|
| ITS Summary | Estimated Construction Cost: | \$0 |
| NA | | |

| | | |
|---|------------------------|------------|
| Public Involvement Summary <i>Include if outreach is needed for general purposes, project specific, or NA</i> | Estimated Cost: | \$0 |
| NA | | |

| |
|-------------------------------|
| Miscellaneous Summary: |
| |



CONCEPT REPORT SUMMARY
Appendix

SECTION 3: Project Log

Return each project concept form and estimate to Rimiller@rideuta.com
please cc kirkendall@pbworld.com

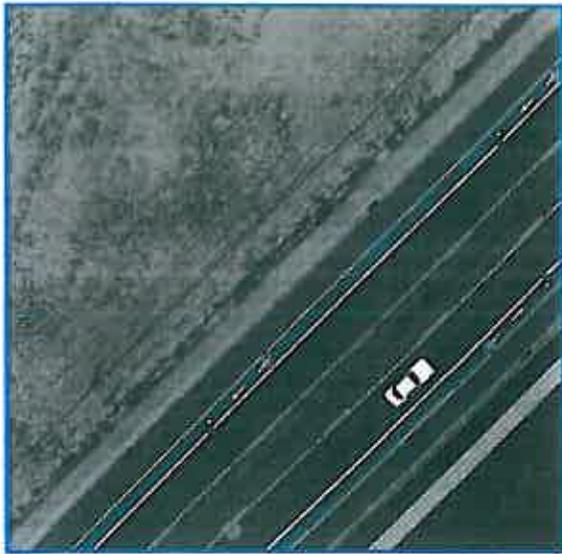
Complete the Following:

| Date Sent | Date Received |
|---------------|---------------|
| June 12, 2017 | |

(Update this as major decisions are made regarding the project.)

| Date | Decision Made |
|------|---------------|
| | |
| | |
| | |
| | |
| | |
| | |
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| | |
| | |

STATE STREET AND CLARK LANE BIKE LANES/SHARROWS



4' BIKE LANE

SHARROW





CONCEPT REPORT SUMMARY

1 of 3

SECTION 1: Project Information

| | | | |
|--|---|---------------------------------|------------------------------|
| Project Name: | 400 West State Street Rapid Flashing Beacon | | |
| Project Number: | FAR_CWI_1 | City/County: | Farmington City |
| Project Type: | Crosswalk Improvement | Road Ownership: | Farmington |
| Location | From: | 400 W State Street Intersection | Include Project Concept Map: |
| | To: | | Attached |
| | | Local Match: | \$4,764 |
| Project Length: (N/A for point projects): | N/A | Year Funding Is Available: | 2018 |

Contact Information:

| | | |
|------------------|--|--------------|
| Agency: | Farmington City | |
| Primary Contact: | Chad Boshell | |
| Phone: | 801-939-9287 | |
| Cell Phone: | 801-864-0917 | |
| Email: | cboshell@farmington.utah.gov | |
| Signature & Date | | June 9, 2017 |

Project Description:

Bike lanes - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.

Crosswalks improvements - include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.

Sidewalk improvements - include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.

Trails - include trail width, typical section, 30% level cut/fill lines, show ROW boundaries

To improve pedestrian safety, rectangular rapid flashing beacons will be installed at the existing crosswalk. This intersection has had a fatal pedestrian death. These improvements will alert vehicles of pedestrians using the cross walk.

Major Project Risks:

There are no known major risks.


CONCEPT REPORT SUMMARY
 2 of 3

SECTION 2: Design Information (Executive Summary)

| | | |
|--|-------------------------------------|-----------------|
| Roadway / Pavement Summary <ul style="list-style-type: none"> • List items of work specific to project • Include pavement widening quantities and striping plan • Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation | Estimated Construction Cost: | \$23,818 |
| <ul style="list-style-type: none"> • Repaint Cross walk striping. • Install rectangular rapid flashing beacons. | | |
| Traffic and Safety Summary <i>Traffic, Signals, Lighting, ITS</i> | Estimated Construction Cost: | \$0 |
| | | |
| Structures Summary <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Environmental Summary/Status <ul style="list-style-type: none"> • Document Type CatEx or EA • List anticipated impacts to environmental resources. | Estimated Mitigation Cost: | \$0 |
| A CatEx will be needed for the project. There are no anticipated impacts to environmental resources. | | |

UTA 
CONCEPT REPORT SUMMARY
 3 of 3

| | | |
|--|---------------------------------|------------|
| Right of Way Summary | Estimated Property Cost: | \$0 |
| <ul style="list-style-type: none"> • <i>Within existing ROW? Y or N</i> • <i>Existing ROW owned by:</i> • <i>ROW need to be acquired? Y or N</i> • <i>Who will acquire ROW needed?</i> | | |
| <p>All work is to be done in existing right of way owned by UDOT and Farmington City.</p> | | |

| | | |
|-------------------------------------|-----------------------------------|------------|
| Utility and Railroad Summary | Estimated Relocation Cost: | \$0 |
| NA | | |

| | | |
|--------------------|-------------------------------------|------------|
| ITS Summary | Estimated Construction Cost: | \$0 |
| NA | | |

| | | |
|--|------------------------|------------|
| Public Involvement Summary | Estimated Cost: | \$0 |
| <i>Include if outreach is needed for general purposes, project specific, or NA</i> | | |
| NA | | |

| |
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| Miscellaneous Summary: |
| |

UTA 
CONCEPT REPORT SUMMARY
Appendix

SECTION 3: Project Log

Return each project concept form and estimate to Rimiller@rideuta.com
please cc kirkendall@pbworld.com

Complete the Following:

| Date Sent | Date Received |
|---------------|---------------|
| June 12, 2017 | |

(Update this as major decisions are made regarding the project.)

| Date | Decision Made |
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Active Warning Beacons (RRFB)

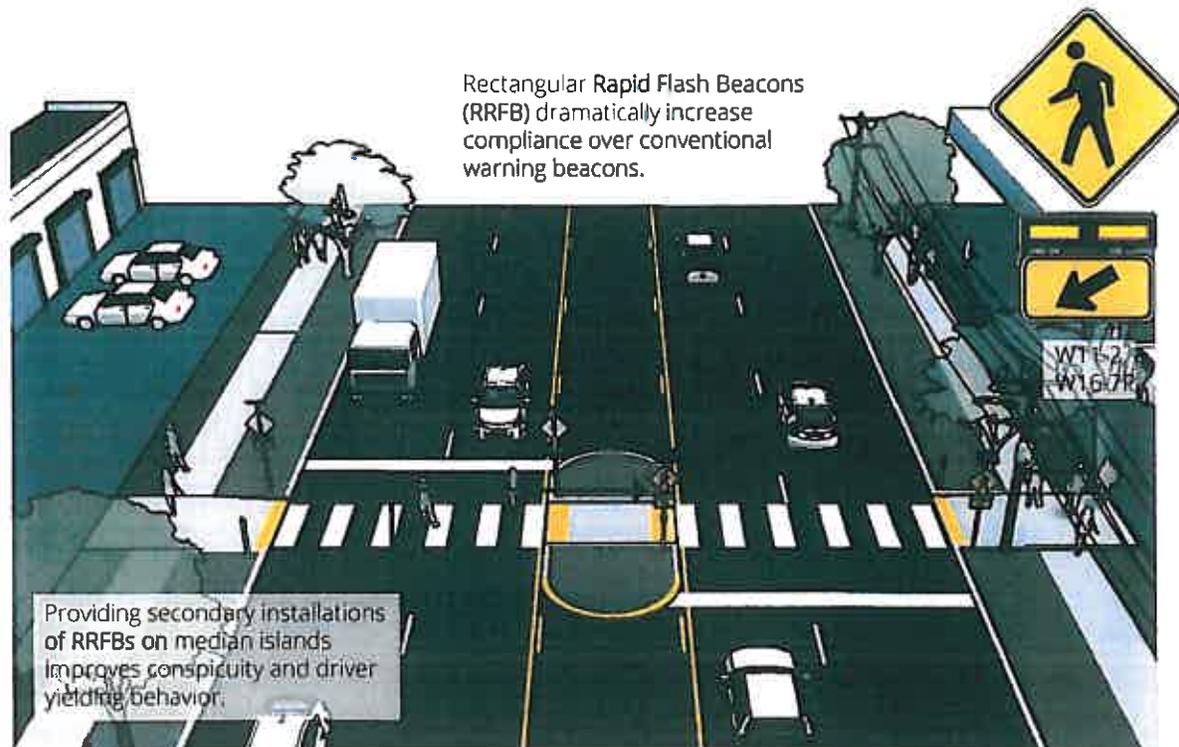
Description

Active warning beacons are user actuated illuminated devices designed to increase motor vehicle yielding compliance at crossings of multi lane or high volume roadways.

Types of active warning beacons include conventional circular yellow flashing beacons, in-roadway warning lights, or Rectangular Rapid Flash Beacons (RRFB).

Guidance

- Warning beacons shall not be used at crosswalks controlled by YIELD signs, STOP signs, or traffic signals.
- Warning beacons shall initiate operation based on pedestrian or bicyclist actuation and shall cease operation at a predetermined time after actuation or, with passive detection, after the pedestrian or bicyclist clears the crosswalk.



Discussion

Rectangular rapid flash beacons have the most increased compliance of all the warning beacon enhancement options. A study of the effectiveness of going from a no-beacon arrangement to a two-beacon RRFB installation increased yielding from 18 percent to 81 percent. A four-beacon arrangement raised compliance to 88 percent (according to a 2009 FHWA study). Additional studies over long term installations show little to no decrease in yielding behavior over time.

Additional References and Guidelines

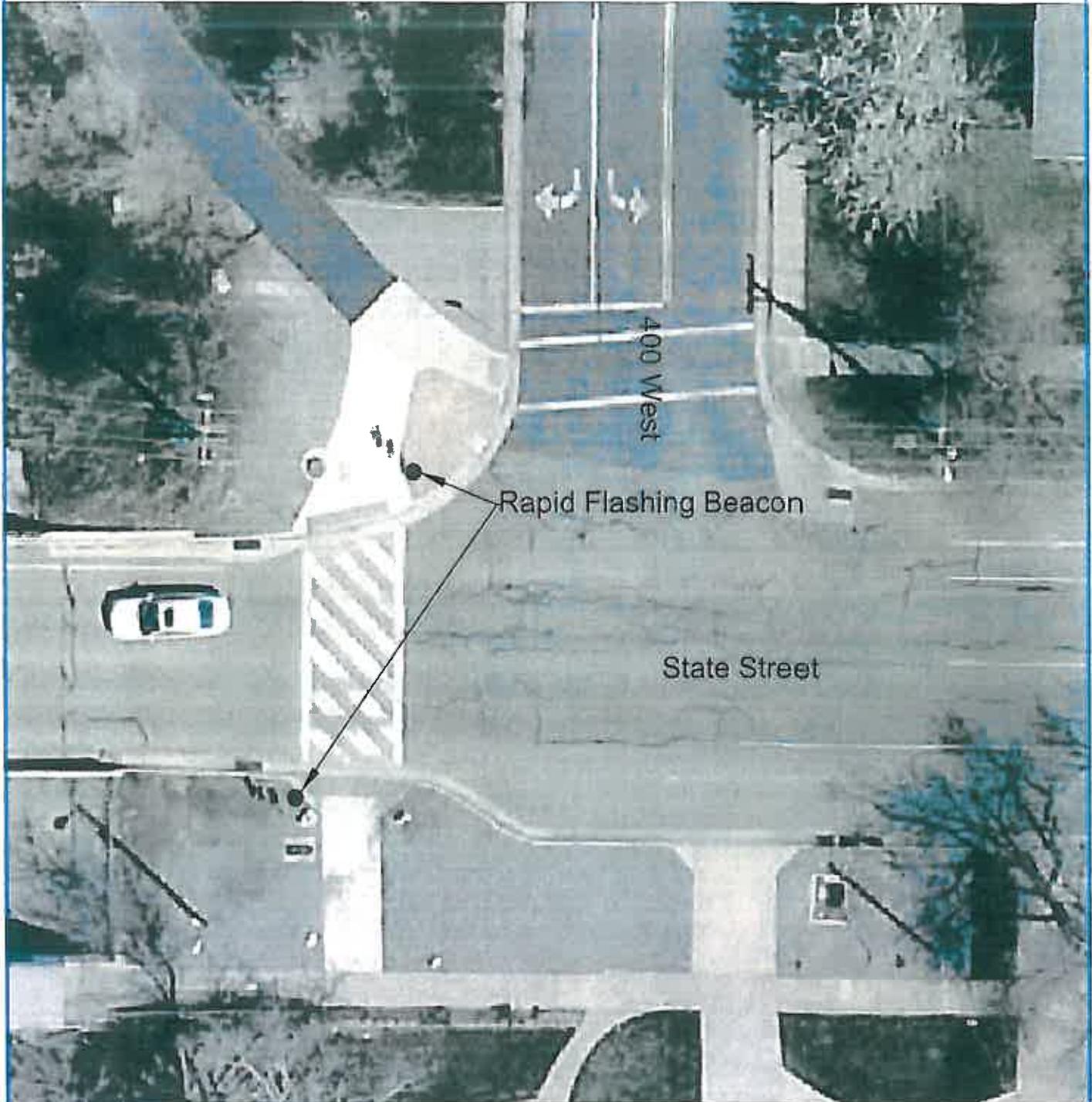
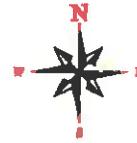
NACTO. *Urban Bikeway Design Guide*. 2012.
FHWA. *Manual on Uniform Traffic Control Devices*. 2009.
FHWA. *MUTCD - Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (A-11)*. 2008.

Materials and Maintenance

Depending on power supply, maintenance can be minimal. If solar power is used, RRFBs should run for years without issue.

400 West State Street Rapid Flashing Beacon

PROJECT LOCATION
 FARMINGTON, UTAH
 June 2016



| | | | | | |
|-----------------------|---|----|--|----------------|--------------------|
| SHEET NO. 1 | 400 West State Street Rapid Flashing Beacon | 26 | FARMINGTON CITY THE CITY OF FARMINGTON FARMINGTON, UTAH 84201 TEL (435) 424-2022 | SCALE NTS | DATE 6/18/2017 |
| FILE: | | | | DRAWN: R.C. | CHECKED: C.V.B. |



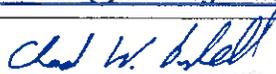
CONCEPT REPORT SUMMARY

1 of 3

SECTION 1: Project Information

| | | | |
|---|---|-------------------------------------|-----------------|
| Project Name: | 900 West Clark Lane Rapid Flashing Beacon | | |
| Project Number: | FAR_CWI_3 | City/County: | Farmington City |
| Project Type: | Crosswalk Improvement | Road Ownership: | Farmington City |
| Location | From: 900 West Clark Lane | Include Project Concept Map: | Attached |
| | To: | Local Match: | \$4,764 |
| Project Length: (N/A for point projects): | N/A | Year Funding Is Available: | July of 2018 |

Contact Information:

| | | |
|-----------------------------|---|--------------|
| Agency: | Farmington City | |
| Primary Contact: | Chad Boshell | |
| Phone: | 801-939-9287 | |
| Cell Phone: | 801-864-0917 | |
| Email: | cboshell@farmington.utah.gov | |
| Signature & Date |  | June 9, 2017 |

Project Description:

Bike lanes - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.

Crosswalks improvements – include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.

Sidewalk improvements – include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.

Trails – include trail width, typical section, 30% level cut/fill lines, show ROW boundaries

To improve pedestrian safety, rectangular rapid flashing beacons will be installed at that existing crosswalk. These improvements will alert vehicles of pedestrians using the cross walk in this high pedestrian area.

Major Project Risks:

There are no known major risk.


CONCEPT REPORT SUMMARY
 2 of 3

SECTION 2: Design Information (Executive Summary)

| | | |
|---|-------------------------------------|------------|
| Roadway / Pavement Summary <ul style="list-style-type: none"> • <i>List items of work specific to project</i> • <i>Include pavement widening quantities and striping plan</i> • <i>Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation</i> | Estimated Construction Cost: | |
| <ul style="list-style-type: none"> • Repaint Cross walk striping. • Install rectangular rapid flashing beacons. | | |
| Traffic and Safety Summary <i>Traffic, Signals, Lighting, ITS</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Structures Summary <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Environmental Summary/Status <ul style="list-style-type: none"> • <i>Document Type CatEx or EA</i> • <i>List anticipated impacts to environmental resources</i> | Estimated Mitigation Cost: | \$0 |
| <p>A CatEx will be needed for the project. There are no anticipated impacts to environmental resources.</p> | | |



CONCEPT REPORT SUMMARY

3 of 3

| | | |
|---|---------------------------------|------------|
| Right of Way Summary <ul style="list-style-type: none">• <i>Within existing ROW? Y or N</i>• <i>Existing ROW owned by:</i>• <i>ROW need to be acquired? Y or N</i>• <i>Who will acquire ROW needed?</i> | Estimated Property Cost: | \$0 |
| All work is to be done in existing right of way owned by UDOT and Farmington City. | | |

| | | |
|-------------------------------------|-----------------------------------|------------|
| Utility and Railroad Summary | Estimated Relocation Cost: | \$0 |
| NA | | |

| | | |
|--------------------|-------------------------------------|------------|
| ITS Summary | Estimated Construction Cost: | \$0 |
| NA | | |

| | | |
|---|------------------------|------------|
| Public Involvement Summary <i>Include if outreach is needed for general purposes, project specific, or NA</i> | Estimated Cost: | \$0 |
| NA | | |

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| Miscellaneous Summary: |
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UTA 
CONCEPT REPORT SUMMARY
Appendix

SECTION 3: Project Log

Return each project concept form and estimate to Rimiller@rideuta.com
please cc kirkendall@pbworld.com

Complete the Following:

| Date Sent | Date Received |
|---------------|---------------|
| June 12, 2017 | |

(Update this as major decisions are made regarding the project.)

| Date | Decision Made |
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Active Warning Beacons (RRFB)

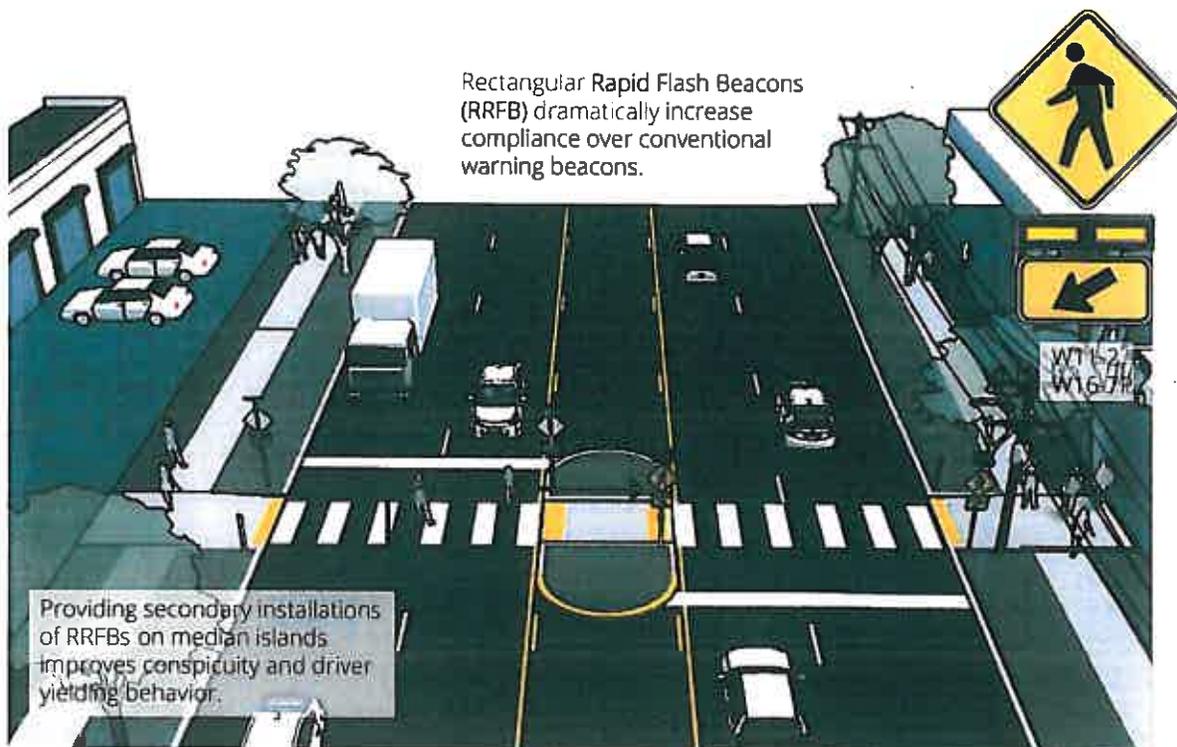
Description

Active warning beacons are user actuated illuminated devices designed to increase motor vehicle yielding compliance at crossings of multi lane or high volume roadways.

Types of active warning beacons include conventional circular yellow flashing beacons, in-roadway warning lights, or Rectangular Rapid Flash Beacons (RRFB).

Guidance

- Warning beacons shall not be used at crosswalks controlled by YIELD signs, STOP signs, or traffic signals.
- Warning beacons shall initiate operation based on pedestrian or bicyclist actuation and shall cease operation at a predetermined time after actuation or, with passive detection, after the pedestrian or bicyclist clears the crosswalk.



Discussion

Rectangular rapid flash beacons have the most increased compliance of all the warning beacon enhancement options. A study of the effectiveness of going from a no-beacon arrangement to a two-beacon RRFB installation increased yielding from 18 percent to 81 percent. A four-beacon arrangement raised compliance to 88 percent (according to a 2009 FHWA study). Additional studies over long term installations show little to no decrease in yielding behavior over time.

Additional References and Guidelines

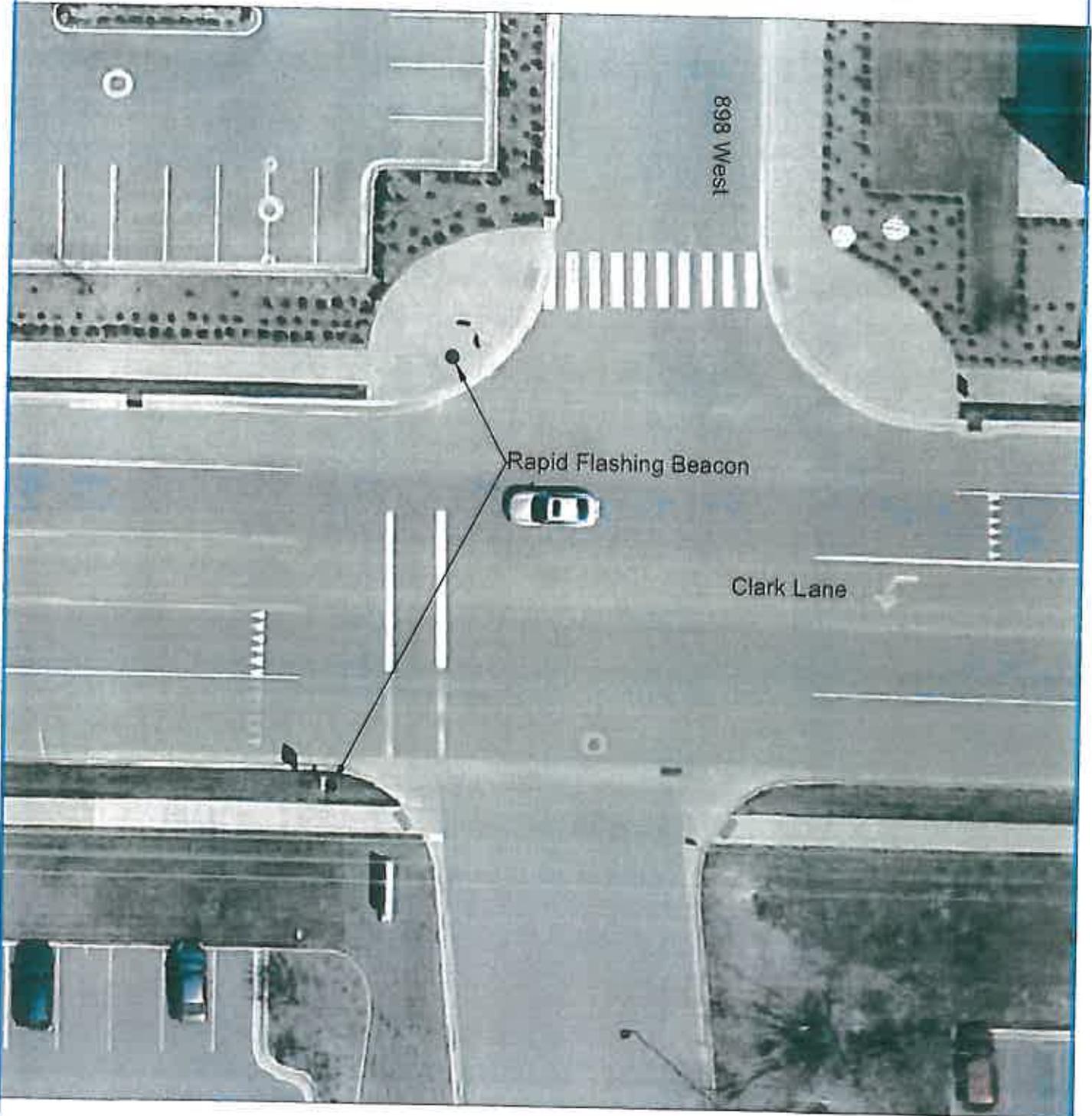
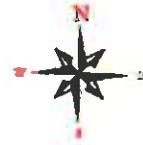
NACTO. *Urban Bikeway Design Guide*. 2012.
FHWA. *Manual on Uniform Traffic Control Devices*. 2009.
FHWA. *MUTCD - Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (A-11)*. 2008.

Materials and Maintenance

Depending on power supply, maintenance can be minimal. If solar power is used, RRFBs should run for years without issue.

900 West Clark Lane Rapid Flashing Beacon

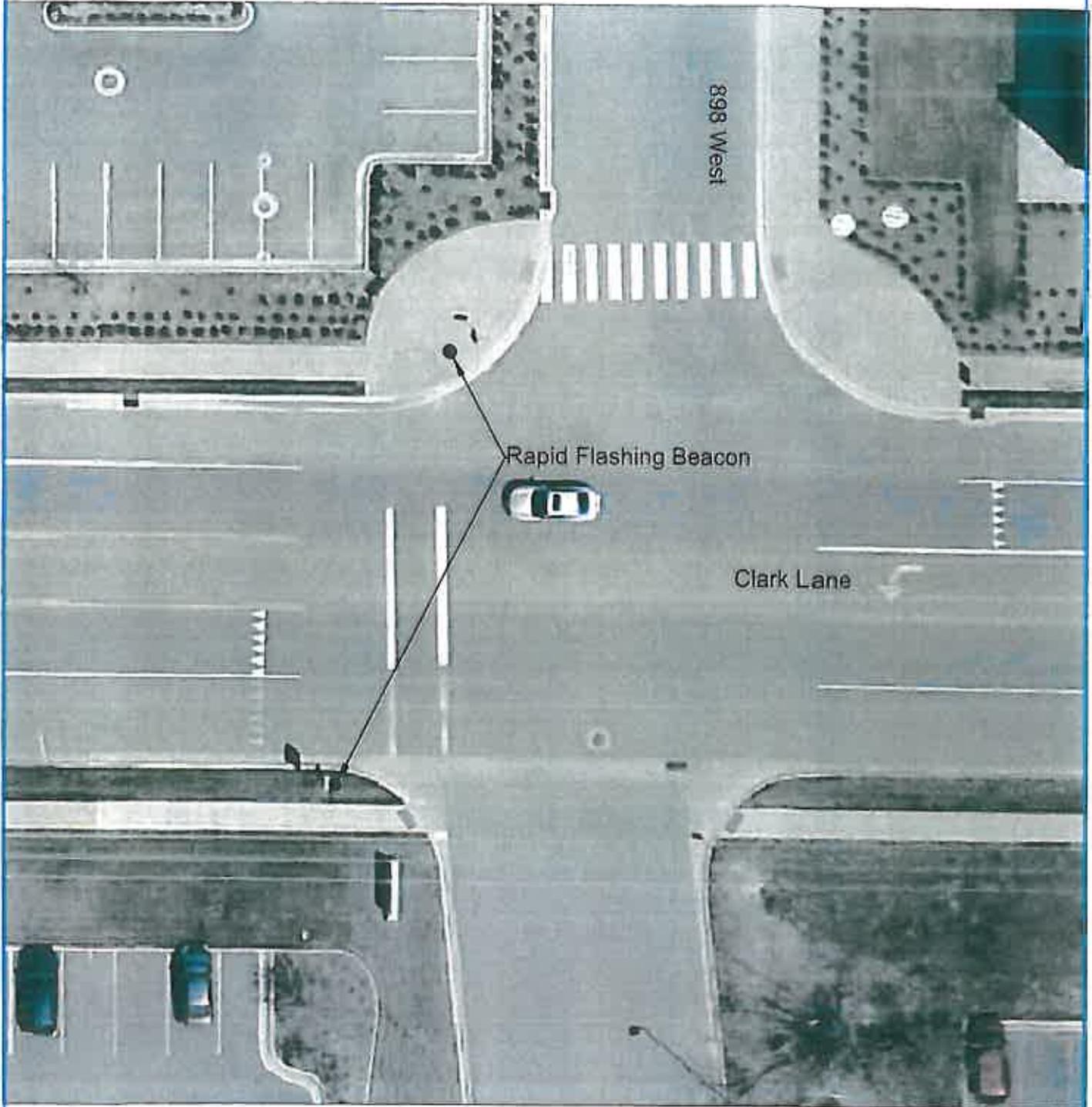
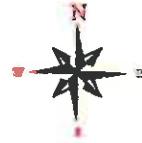
PROJECT LOCATION
 FARMINGTON, UTAH
 June 2016



| | | | | | |
|----------------|---|----|---|---------------|--------------------|
| SHEET NO. 1 | 900 West Clark Lane Rapid Flashing Beacon | 33 | FARMINGTON CITY THE CITY AND COUNTY FARMINGTON, UTAH 84201 PH. (435) 481-2000 | SCALE NTS | DATE 8/18/2017 |
| FILE: | | | | DRAWN R.C. | CHECKED: C.W.H. |

900 West Clark Lane Rapid Flashing Beacon

PROJECT LOCATION
 FARMINGTON, UTAH
 June 2016



| | | | | | |
|----------------|---|----|--|----------------|--------------------|
| SHEET NO. 1 | 900 West Clark Lane Rapid Flashing Beacon | | FARMINGTON CITY 400 WEST 100 NORTH FARMINGTON, UTAH 84201 TEL (435) 427-0224 | SCALE: NTS | DATE: 8/12/2017 |
| FILE: | | 33 | | DRAWN: R.C. | CHECKED: C.V.B. |



CONCEPT REPORT SUMMARY

1 of 3

SECTION 1: Project Information

| | | | |
|---|---|-------------------------------------|-----------------|
| Project Name: | 380 Station Parkway ADA Ramp and Crosswalk Striping | | |
| Project Number: | FAR_CWI_6 | City/County: | Farmington City |
| Project Type: | Crosswalk Improvement | Road Ownership: | Farmington City |
| Location | From: 380 Station Parkway | Include Project Concept Map: | Attached |
| | To: | Local Match: | \$2,699 |
| Project Length: (N/A for point projects): | N/A | Year Funding Is Available: | 2020 |

Contact Information:

| | | |
|-----------------------------|---|--------------|
| Agency: | Farmington City | |
| Primary Contact: | Chad Boshell | |
| Phone: | 801-939-9287 | |
| Cell Phone: | 801-864-0917 | |
| Email: | cboshell@farmington.utah.gov | |
| Signature & Date |  | June 9, 2017 |

Project Description:

***Bike lanes** - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.*

***Crosswalks improvements** – include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.*

***Sidewalk improvements** – include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.*

***Trails** – include trail width, typical section, 30% level cut/fill lines, show ROW boundaries*

Installation of a new north south crosswalk at 380 Station Parkway will improve pedestrian mobility and access to mass transit and improve safety. Two existing ADA ramps will need to be removed and reinstalled to allow for the north south crosswalk and the existing east west crosswalks. This crosswalk will connect the Farmington Front Runner Station and parking lot to Station Parks office buildings and retail.

Major Project Risks:

There are no known major risk.


CONCEPT REPORT SUMMARY
 2 of 3

SECTION 2: Design Information (Executive Summary)

| | | |
|--|-------------------------------------|-----------------|
| Roadway / Pavement Summary <ul style="list-style-type: none"> • List items of work specific to project • Include pavement widening quantities and striping plan • Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation | Estimated Construction Cost: | \$13,497 |
| <ul style="list-style-type: none"> • Removal of existing ADA ramps. • Installation of 2 ADA ramps. • 200 SF of concrete sidewalk. • Crosswalk striping. | | |
| Traffic and Safety Summary <i>Traffic, Signals, Lighting, ITS</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Structures Summary <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Environmental Summary/Status <ul style="list-style-type: none"> • Document Type CatEx or EA • List anticipated impacts to environmental resources | Estimated Mitigation Cost: | \$0 |
| A CatEx will be needed for the project. There are no anticipated impacts to environmental resources. | | |



CONCEPT REPORT SUMMARY

3 of 3

| | | |
|---|---------------------------------|------------|
| Right of Way Summary <ul style="list-style-type: none">• <i>Within existing ROW? Y or N</i>• <i>Existing ROW owned by.</i>• <i>ROW need to be acquired? Y or N</i>• <i>Who will acquire ROW needed?</i> | Estimated Property Cost: | \$0 |
| All work is to be done in existing right of way owned by and Farmington City. | | |

| | | |
|-------------------------------------|-----------------------------------|------------|
| Utility and Railroad Summary | Estimated Relocation Cost: | \$0 |
| NA | | |

| | | |
|--------------------|-------------------------------------|------------|
| ITS Summary | Estimated Construction Cost: | \$0 |
| NA | | |

| | | |
|---|------------------------|------------|
| Public Involvement Summary <i>Include if outreach is needed for general purposes, project specific, or NA</i> | Estimated Cost: | \$0 |
| NA | | |

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| Miscellaneous Summary: |
| |

UTA 
CONCEPT REPORT SUMMARY
Appendix

SECTION 3: Project Log

Return each project concept form and estimate to Rimiller@rideuta.com
please cc kirkendall@pbworld.com

Complete the Following:

| Date Sent | Date Received |
|---------------|---------------|
| June 12, 2017 | |

(Update this as major decisions are made regarding the project.)

| Date | Decision Made |
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**FAR_CWI_6 380 Station Parkway ADA Ramp and Crosswalk Striping
FLM Cost Estimate - Concept Level**

Prepared By: Chad Boshell

Date 6/9/2017

Proposed Project Scope: Remove and construct two ADA ramps and crosswalk.

| | |
|--|----------|
| Approximate Route Reference Mile Post (BEGIN) = | (END) = |
| Project Length = 0.000 | miles ft |
| Current FY Year (July-June) = | 2017 |
| Assumed Construction FY Year = | 2020 |
| Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = | 3.0% |
| Assumed Yearly Inflation for Right of Way (%/yr) = | 3.0% |
| Items not Estimated (% of Construction) = | 20.0% |
| Preliminary Engineering (% of Construction + Incentives) = | 16.0% |
| Construction Engineering (% of Construction + Incentives) = | 16.0% |

| Construction Items | Cost | Remarks |
|--------------------------------|---------------------------|-------------|
| Roadway and Drainage | \$8,500 | |
| Traffic and Safety | | |
| Structures | | |
| Environmental Mitigation | | |
| Mobilization & Traffic Control | \$2,125 | 25% Roadway |
| | Subtotal | |
| | \$8,500 | |
| | Items not Estimated (20%) | |
| | \$1,700 | |
| | Construction Subtotal | |
| | \$10,200 | |
| P.E. Cost | P.E. Subtotal | 16% |
| | \$1,632 | |
| C.E. Cost | C.E. Subtotal | 16% |
| | \$1,632 | |
| Right of Way (include exhibit) | Right of Way Subtotal | |
| Utilities | Utilities Subtotal | |
| Public Involvement Cost | PI Subtotal | 2% design |
| | \$33 | |
| Miscellaneous | Miscellaneous Subtotal | |
| | \$0 | |

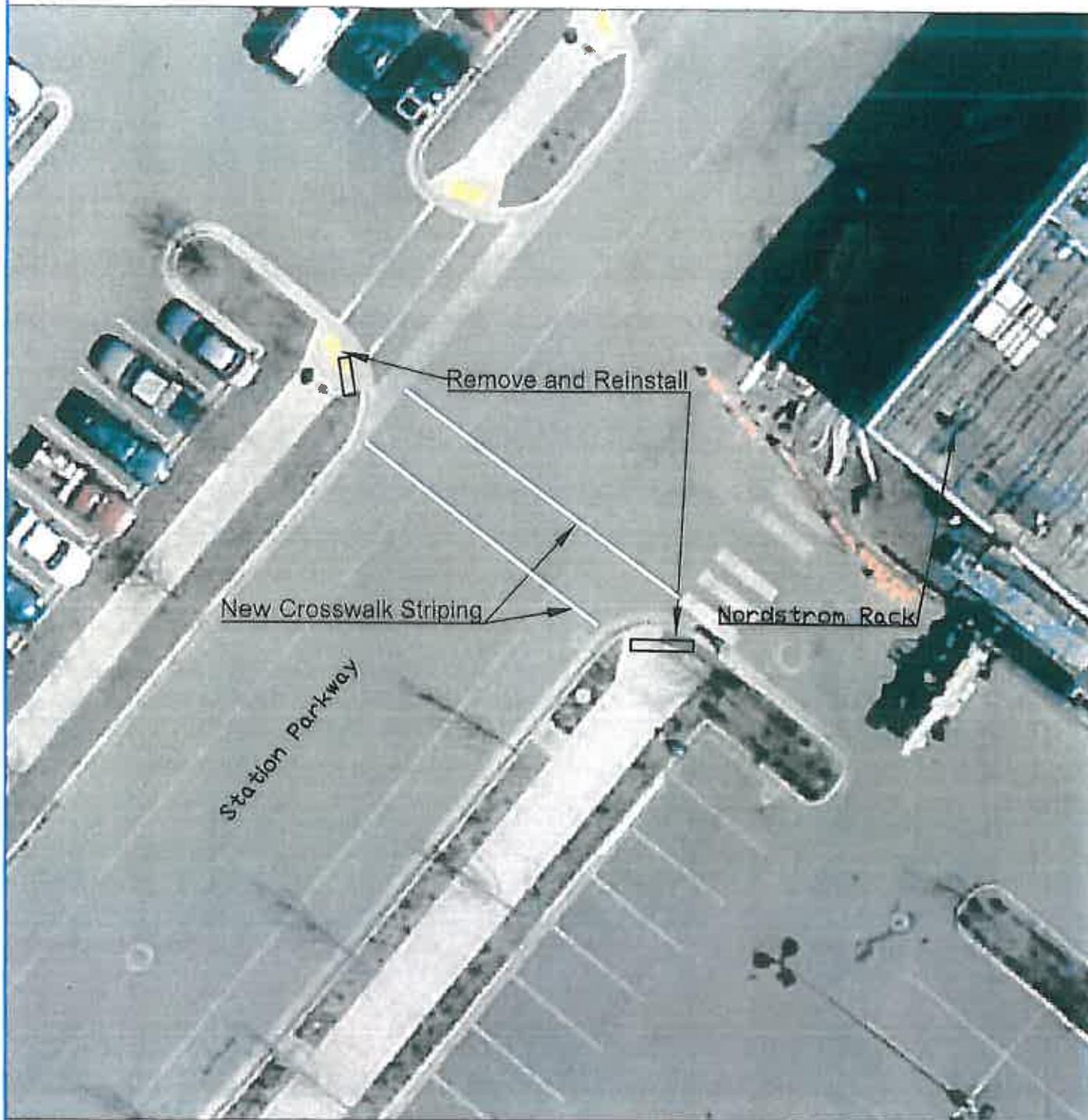
PROJECT TOTAL \$13,487

Project Assumptions

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- 14 _____

380 Station Parkway ADA Ramp and Crosswalk Striping

PROJECT LOCATION
 FARMINGTON, UTAH
 June 2017



| | | | | | |
|-----------------------|---|----|---|----------------|--------------------|
| SHEET NO. 1 | 380 Station Parkway ADA Ramp and Crosswalk Striping | 39 | FARMINGTON CITY THE CITY OF FARMINGTON FARMINGTON, UTAH 84403 PH. (435) 461-2000 | SCALE: NTS | DATE: 6/12/2017 |
| PCD: | | | | DRAWN: R.C. | CHECKED: C.W.B. |



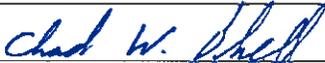
CONCEPT REPORT SUMMARY

1 of 3

SECTION 1: Project Information

| | | | |
|---|--|-------------------------------------|-----------------|
| Project Name: | Frontage Road Sidewalk from Glovers Lane to SR-227 | | |
| Project Number: | FAR_SWK_3 | City/County: | Farmington City |
| Project Type: | Sidewalk | Road Ownership: | UDOT |
| Location | From: I-15 Frontage Road, 111 W | Include Project Concept Map: | Attached |
| | To: SR-227 | Local Match: | \$29,059 |
| Project Length: (N/A for point projects): | 1,399 ft | Year Funding Is Available: | 2019 |

Contact Information:

| | | |
|-----------------------------|---|--------------|
| Agency: | Farmington City | |
| Primary Contact: | Chad Boshell | |
| Phone: | 801-939-9287 | |
| Cell Phone: | 801-864-0917 | |
| Email: | cboshell@farmington.utah.gov | |
| Signature & Date |  | June 9, 2017 |

Project Description:

Bike lanes - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.

Crosswalks improvements - include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.

Sidewalk improvements - include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.

Trails - include trail width, typical section, 30% level cut/fill lines, show ROW boundaries

To increase pedestrian mobility to the Front Runner Station, local schools, and increase safety, sidewalk will be installed along portions of the frontage road from Glovers Lane to SR-227. The sidewalk is also a trail and is 8' wide and will connect to existing residential subdivisions, parks, and schools providing pedestrians a safe route to public transportation stops. The sidewalk is on the east side of the road and its limits are:

- SR-227 to 492 South.
- 621 South to 717 South.
- 858 South to Glovers Lane.

Major Project Risks:

There are no known major project risks.

SECTION 2: Design Information (Executive Summary)

| | | |
|---|-------------------------------------|------------------|
| Roadway / Pavement Summary <ul style="list-style-type: none"> • <i>List items of work specific to project</i> • <i>Include pavement widening quantities and striping plan</i> • <i>Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation</i> | Estimated Construction Cost: | \$145,294 |
| Below is a list of the major work items: <ul style="list-style-type: none"> • 11,100 SF of sidewalk • 476 LF of curb and gutter • 212 SY of asphalt and road base No major excavation is needed. | | |
| Traffic and Safety Summary <i>Traffic, Signals, Lighting, ITS</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Structures Summary <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Environmental Summary/Status <ul style="list-style-type: none"> • <i>Document Type CatEx or EA</i> • <i>List anticipated impacts to environmental resources</i> | Estimated Mitigation Cost: | \$0 |
| A CatEx will be needed for the project. There are no anticipated impacts to environmental resources. | | |



CONCEPT REPORT SUMMARY

3 of 3

| | | |
|---|---------------------------------|------------|
| Right of Way Summary <ul style="list-style-type: none">• <i>Within existing ROW? Y or N</i>• <i>Existing ROW owned by:</i>• <i>ROW need to be acquired? Y or N</i>• <i>Who will acquire ROW needed?</i> | Estimated Property Cost: | \$0 |
| The entire project is located in UDOT ROW, no additional ROW is needed. | | |

| | | |
|-------------------------------------|-----------------------------------|------------|
| Utility and Railroad Summary | Estimated Relocation Cost: | \$0 |
| NA | | |

| | | |
|--------------------|-------------------------------------|------------|
| ITS Summary | Estimated Construction Cost: | \$0 |
| NA | | |

| | | |
|---|------------------------|------------|
| Public Involvement Summary <i>Include if outreach is needed for general purposes, project specific, or NA</i> | Estimated Cost: | \$0 |
| NA | | |

| |
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| Miscellaneous Summary: |
| |



CONCEPT REPORT SUMMARY
Appendix

SECTION 3: Project Log

Return each project concept form and estimate to Rimiller@rideuta.com
please cc kirkendall@pbworld.com

Complete the Following:

| Date Sent | Date Received |
|---------------|---------------|
| June 12, 2017 | |

(Update this as major decisions are made regarding the project.)

| Date | Decision Made |
|------|---------------|
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**FAR_SWK_3 Frontage Road Sidewalk from Glovers Lane to SR-227
FLM Cost Estimate - Concept Level**

Prepared By: Chad Boshell

Date 6/9/2017

Proposed Project Scope: Install missing sections of sidewalk and portions of curb and gutter.

| | | | |
|--|-------|---------|----------|
| Approximate Route Reference Mile Post (BEGIN) = | 0.000 | (END) = | 0.285 |
| Project Length = | 0.265 | miles | 1,399 ft |
| Current FY Year (July-June) = | 2017 | | |
| Assumed Construction FY Year = | 2019 | | |
| Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = | 3.0% | | |
| Assumed Yearly Inflation for Right of Way (%/yr) = | 3.0% | | |
| Items not Estimated (% of Construction) = | 20.0% | | |
| Preliminary Engineering (% of Construction + Incentives) = | 16.0% | | |
| Construction Engineering (% of Construction + Incentives) = | 16.0% | | |

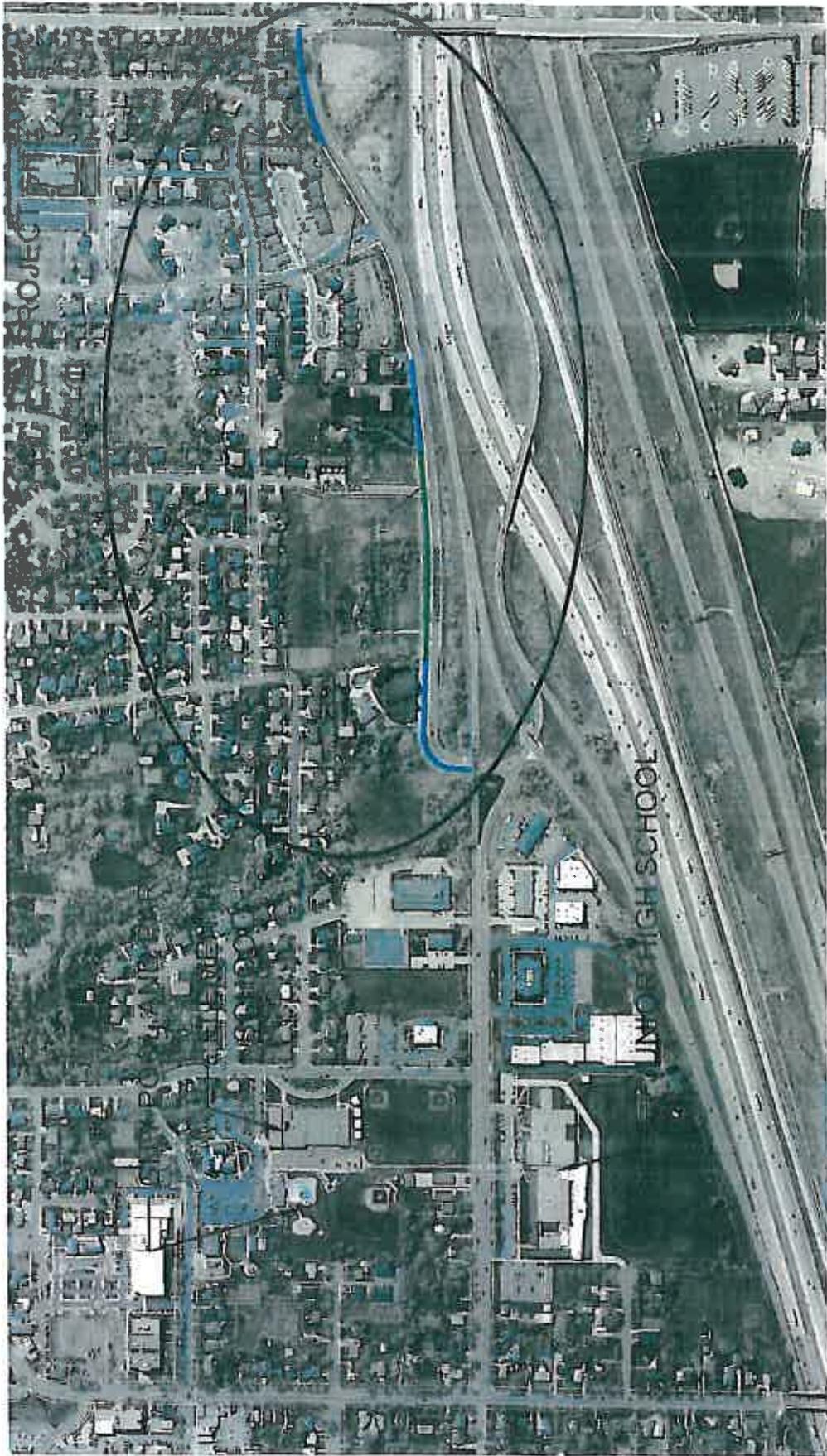
| Construction Items | Cost | Remarks |
|--------------------------------|-------------------------------|-------------|
| Roadway and Drainage | \$91,504 | |
| Traffic and Safety | | |
| Structures | | |
| Environmental Mitigation | | |
| Mobilization & Traffic Control | \$22,876 | 25% Roadway |
| | Subtotal | |
| | Items not Estimated (20%) | |
| | \$18,301 | |
| | Construction Subtotal | |
| | \$109,805 | |
| P.E. Cost | P.E. Subtotal | |
| | \$17,669 | 18% |
| C.E. Cost | C.E. Subtotal | |
| | \$17,569 | 18% |
| Right of Way (include exhibit) | Right of Way Subtotal | |
| Utilities | Utilities Subtotal | |
| Public Involvement Cost | PI Subtotal | |
| | \$351 | 2% design |
| Miscellaneous | Miscellaneous Subtotal | |
| | \$0 | |

PROJECT TOTAL \$146,294

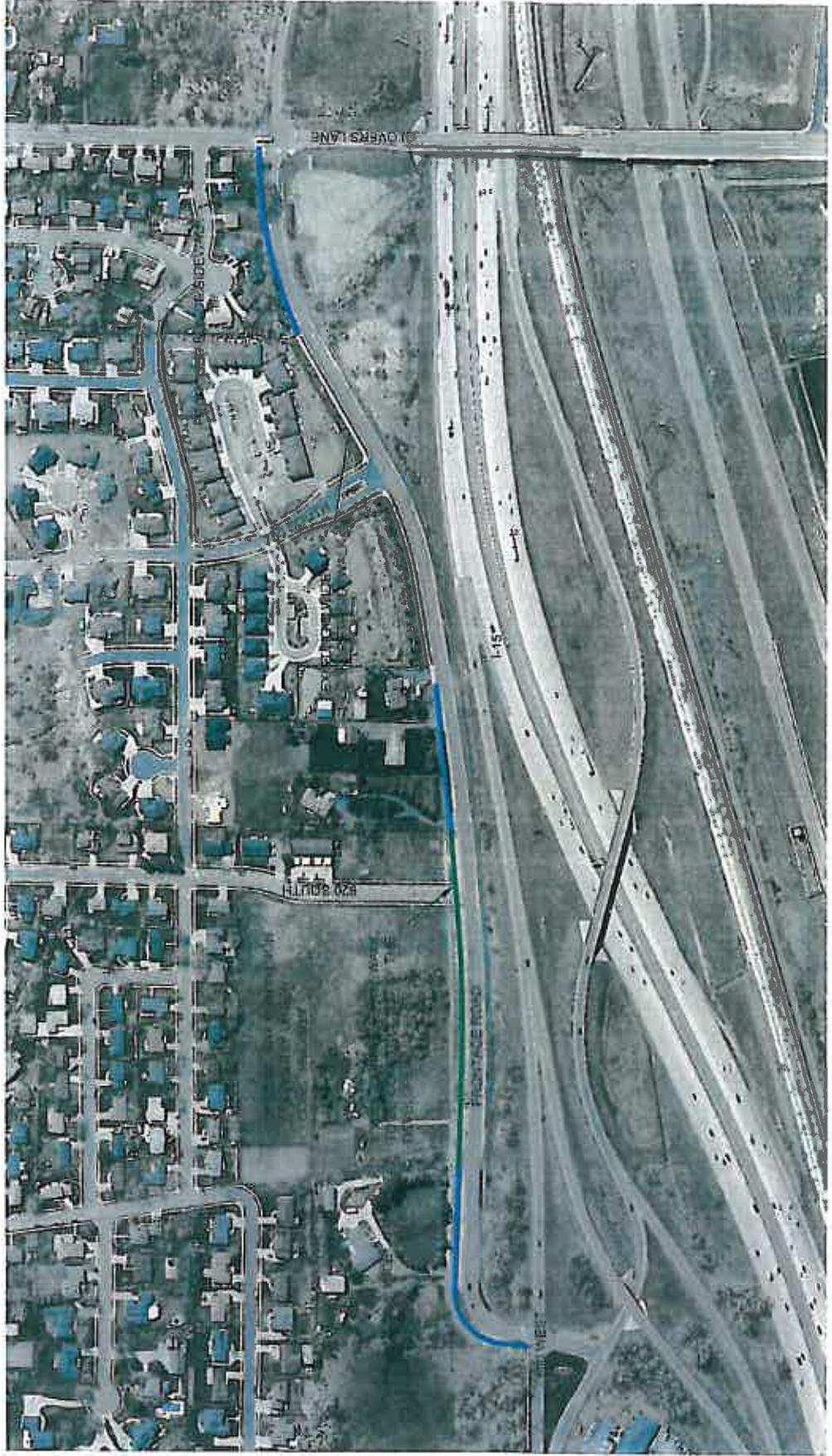
Project Assumptions

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FRONTAGE ROAD SIDEWALK PROJECT VICINITY MAP



FRONTAGE ROAD SIDEWALK PROJECT





CONCEPT REPORT SUMMARY

1 of 3

SECTION 1: Project Information

| | | | |
|---|--------------------------------------|-------------------------------------|-----------------|
| Project Name: | 650 West Sidewalk | | |
| Project Number: | FAR_SWK_4 | City/County: | Farmington City |
| Project Type: | Sidewalk | Road Ownership: | Farmington City |
| Location | From: State Street & 650 West | Include Project Concept Map: | Attached |
| | To: 1108 South 650 West | Local Match: | \$107,110 |
| Project Length: (N/A for point projects): | 6,706 ft | Year Funding Is Available: | 2018 |

Contact Information:

| | | |
|-----------------------------|---|----------|
| Agency: | Farmington City | |
| Primary Contact: | Chad Boshell | |
| Phone: | 801-939-9287 | |
| Cell Phone: | 801-864-0917 | |
| Email: | cboshell@farmington.utah.gov | |
| Signature & Date |  | 6-9-2017 |

Project Description:

Bike lanes - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.

Crosswalks improvements - include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.

Sidewalk improvements - include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.

Trails - include trail width, typical section, 30% level cut/fill lines, show ROW boundaries

To increase pedestrian mobility to the Front Runner Station and increase safety, sidewalk will be installed along portions of 650 West. The sidewalk is 5' wide and will connect to existing residential subdivisions, parks, and schools providing pedestrians a safe route to public transportation stops. The limits of the sidewalk are:

- East side of 650 West from: State Street to 350 S, 383 S to 633 S, 685 S to 1081 S.
- West side of 650 West from: 300 S to 850 S, Glovers Lane to 1108 S.

Major Project Risks:

There are no known major project risks.

UTA 
CONCEPT REPORT SUMMARY
 2 of 3

SECTION 2: Design Information (Executive Summary)

| | | |
|---|-------------------------------------|------------------|
| Roadway / Pavement Summary <ul style="list-style-type: none"> • <i>List items of work specific to project</i> • <i>Include pavement widening quantities and striping plan</i> • <i>Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation</i> | Estimated Construction Cost: | \$535,551 |
| <p>Below is a list of the major work items:</p> <ul style="list-style-type: none"> • 49,655 SF of sidewalk • 9,590 SF of driveway approaches • 7,438 SF of driveway reconstructs • 3,000 CY of subgrade fill and compaction <p>No major excavation is needed.</p> | | |
| Traffic and Safety Summary <i>Traffic, Signals, Lighting, ITS</i> | Estimated Construction Cost: | \$0 |
| <p>NA</p> | | |
| Structures Summary <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i> | Estimated Construction Cost: | \$0 |
| <p>NA</p> | | |
| Environmental Summary/Status <ul style="list-style-type: none"> • <i>Document Type CatEx or EA</i> • <i>List anticipated impacts to environmental resources</i> | Estimated Mitigation Cost: | \$0 |
| <p>A CatEx will be needed for the project. There are no anticipated impacts to environmental resources.</p> | | |



CONCEPT REPORT SUMMARY

3 of 3

| | | |
|---|---------------------------------|------------|
| Right of Way Summary <ul style="list-style-type: none">• <i>Within existing ROW? Y or N</i>• <i>Existing ROW owned by:</i>• <i>ROW need to be acquired? Y or N</i>• <i>Who will acquire ROW needed?</i> | Estimated Property Cost: | \$0 |
| All work will be done within Farmington City's existing ROW, no additional ROW is needed. | | |

| | | |
|-------------------------------------|-----------------------------------|------------|
| Utility and Railroad Summary | Estimated Relocation Cost: | \$0 |
| NA | | |

| | | |
|--------------------|-------------------------------------|------------|
| ITS Summary | Estimated Construction Cost: | \$0 |
| NA | | |

| | | |
|---|------------------------|------------|
| Public Involvement Summary <i>Include if outreach is needed for general purposes, project specific, or NA</i> | Estimated Cost: | \$0 |
| NA | | |

| |
|---|
| Miscellaneous Summary: |
| The majority of this project has been designed and will need a small amount of work to be ready to bid. |

UTA 
CONCEPT REPORT SUMMARY
Appendix

SECTION 3: Project Log

Return each project concept form and estimate to Rimiller@rideuta.com
 please cc kirkendall@pbworld.com

Complete the Following:

| Date Sent | Date Received |
|-----------|---------------|
| 6-12-2017 | |

(Update this as major decisions are made regarding the project.)

| Date | Decision Made |
|------|---------------|
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**FAR_SWK_4 650 West Sidewalk
FLM Cost Estimate - Concept Level**

Prepared By: Chad Boshell

Date 6/9/2017

Proposed Project Scope: Install sidewalk, ADA ramps, and drive approaches along 650 West from State Street to 1108 South.

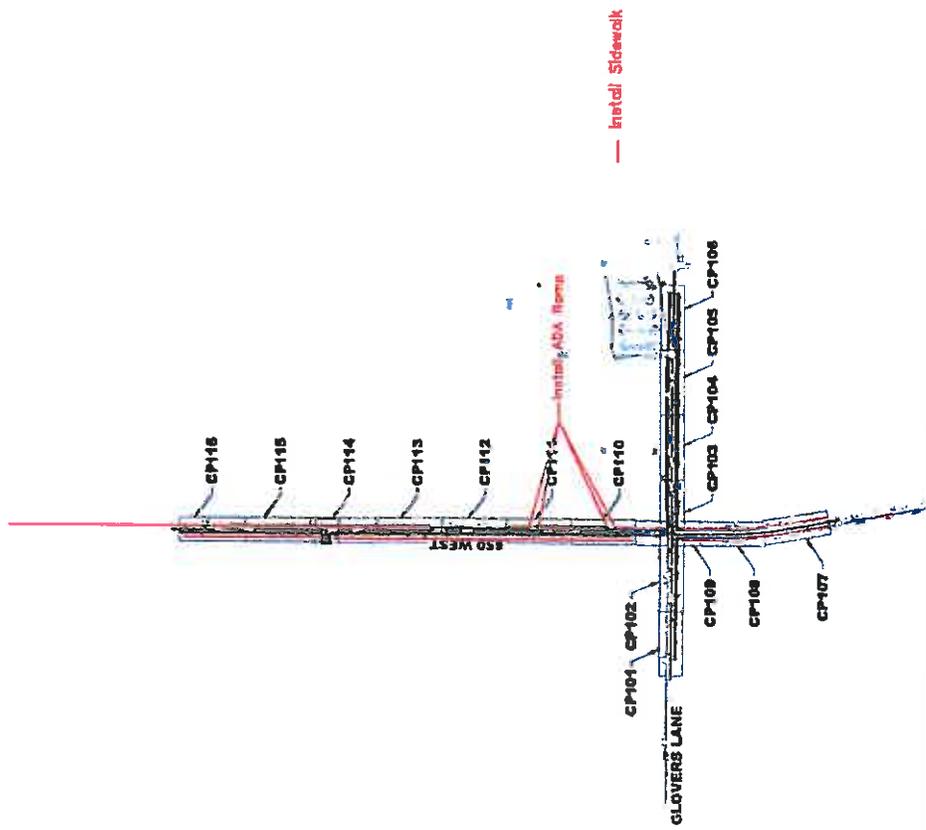
| | | | |
|--|-------|---------|----------|
| Approximate Route Reference Mile Post (BEGIN) = | 0.000 | (END) = | 1.270 |
| Project Length = | 1.270 | miles | 6,706 ft |
| Current FY Year (July-June) = | 2017 | | |
| Assumed Construction FY Year = | 2018 | | |
| Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = | 3.0% | | |
| Assumed Yearly Inflation for Right of Way (%/yr) = | 3.0% | | |
| Items not Estimated (% of Construction) = | 2.0% | | |
| Preliminary Engineering (% of Construction + Incentives) = | 2.0% | | |
| Construction Engineering (% of Construction + Incentives) = | 8.0% | | |

| Construction Items | Cost | Remarks |
|--------------------------------|--------------------------|------------|
| Roadway and Drainage | \$477,145 | |
| Traffic and Safety | | |
| Structures | | |
| Environmental Mitigation | | |
| Mobilization & Traffic Control | \$23,857 | 5% Roadway |
| | Subtotal | |
| | \$477,145 | |
| | Items not Estimated (2%) | |
| | \$8,543 | |
| | Construction Subtotal | |
| | \$486,688 | |
| P.E. Cost | P.E. Subtotal | |
| | \$9,734 | 2% |
| C.E. Cost | C.E. Subtotal | |
| | \$38,935 | 8% |
| Right of Way (include exhibit) | Right of Way Subtotal | |
| Utilities | Utilities Subtotal | |
| Public Involvement Cost | PI Subtotal | |
| | \$195 | 2% design |
| Miscellaneous | Miscellaneous Subtotal | |
| | \$0 | |

PROJECT TOTAL \$535,551

Project Assumptions

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| DATE | 10/20/00 |
| BY | 27 |
| CP001 | |



INTEGRITY
COURTESY
HONESTY

FARMINGTON CITY
FARMINGTON 650 WEST ROAD IMPROVEMENTS
 ROADWAY PLAN & PROFILE SHEET LAYOUT

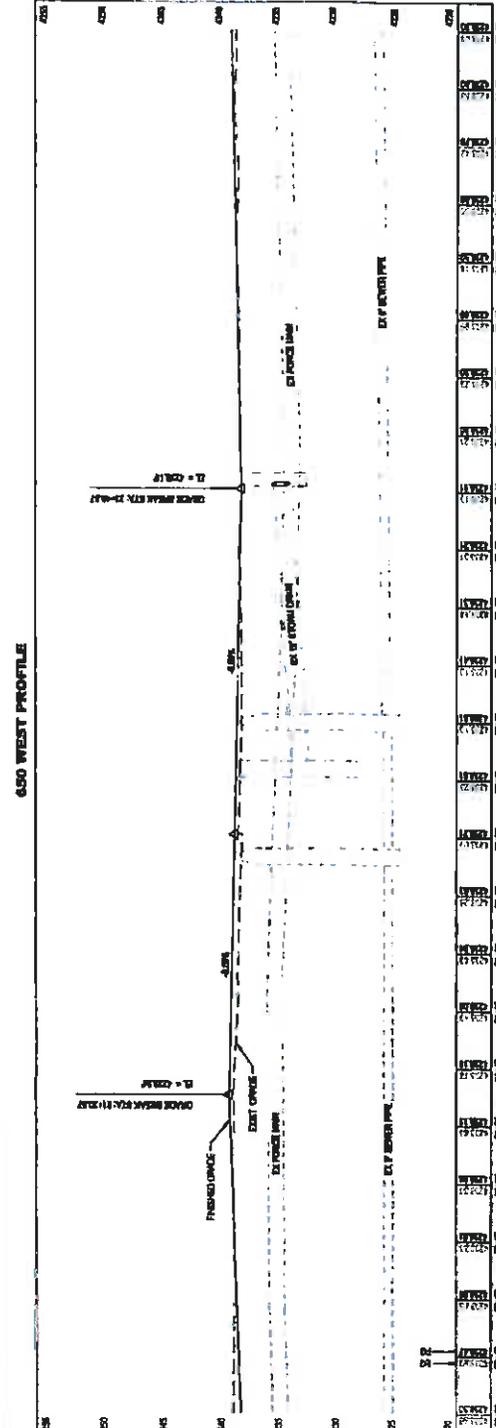
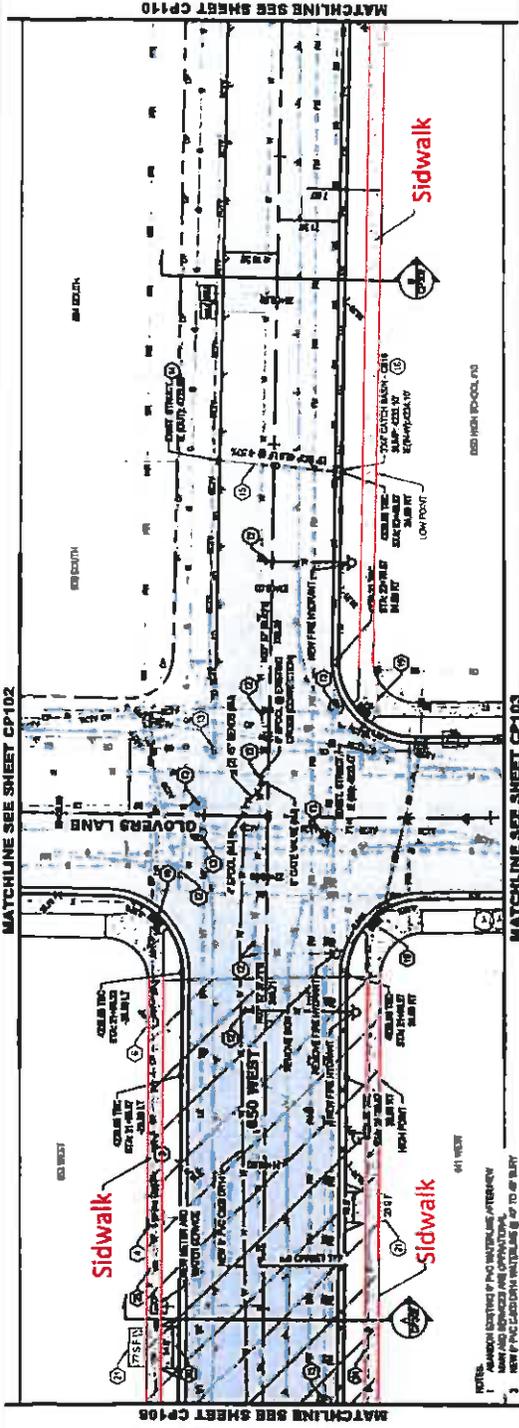
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SALT LAKE CITY OFFICE:
 220 EAST 100 SOUTH
 SUITE 200
 SALT LAKE CITY, UT 84143
 TEL: 801.224.4321
 WWW.CSRSORENSEN.COM

CS CALDWELL
RS RICHARDS
S SORESENSEN
 ARCHITECTS & ENGINEERS

| | |
|---------------------|--|
| PROJECT NO. | |
| DATE | |
| BY | |
| CHECKED BY | |
| DATE | |
| SCALE | |
| PROJECT LOCATION | |
| PROJECT DESCRIPTION | |
| PROJECT OWNER | |
| PROJECT CONTACT | |

THIS DRAWING IS THE PROPERTY OF CS CALDWELL, RICHARDS, SORESENSEN ARCHITECTS & ENGINEERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CS CALDWELL, RICHARDS, SORESENSEN ARCHITECTS & ENGINEERS.



- SITE AND UTILITY NOTED NOTES**
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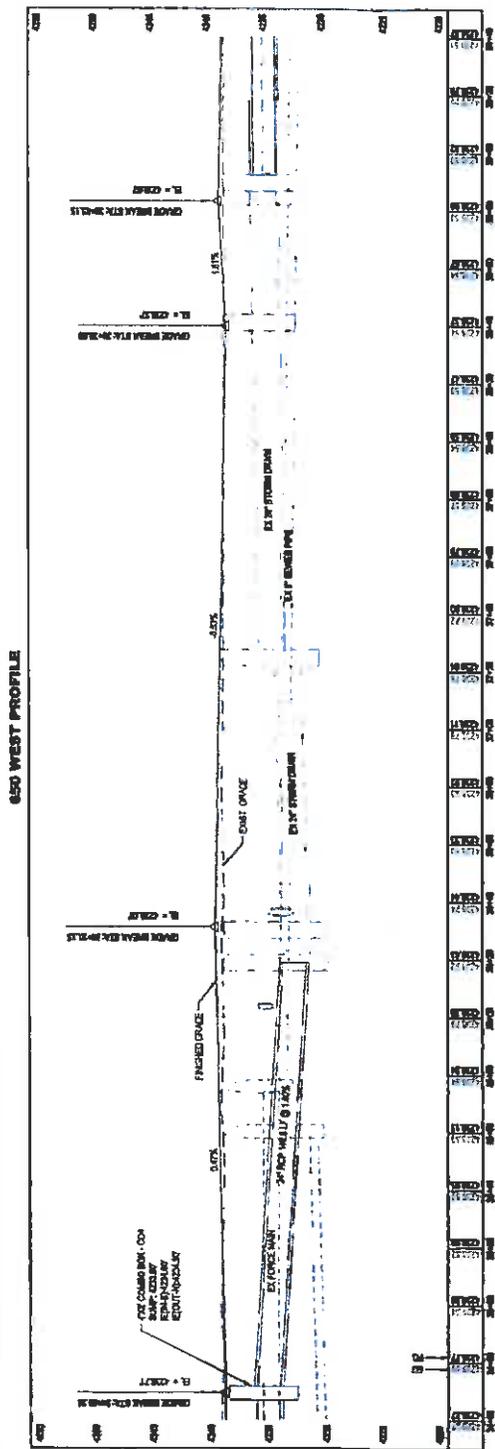
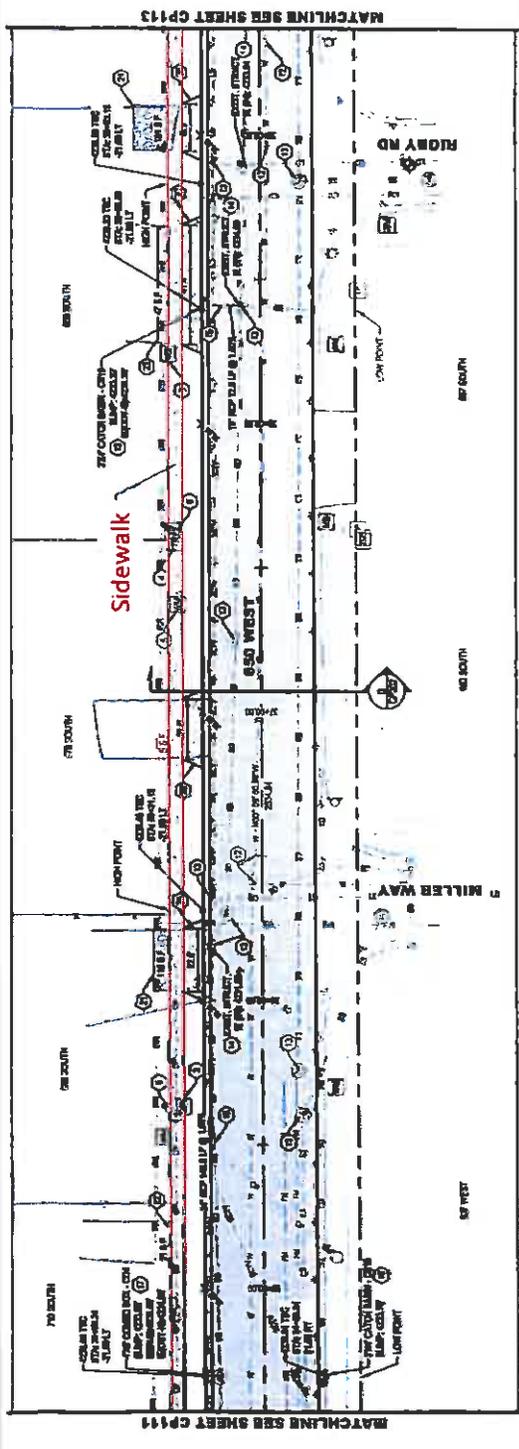
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FARMINGTON 650 WEST ROAD IMPROVEMENTS
ROADWAY PLAN & PROFILE
650 WEST
STA. 20+00 TO STA. 25+00

CP109

CALDWELL RICHARDS SORENSEN
REGISTERED PROFESSIONAL ENGINEERS
1000 WEST 10TH AVENUE
SALT LAKE CITY, UT 84119
PHONE: 313.222.2222
WWW.CRS-UT.COM

Sheet Last City Council
Project No. 2010-01
Date: 08/18/10
Scale: AS SHOWN



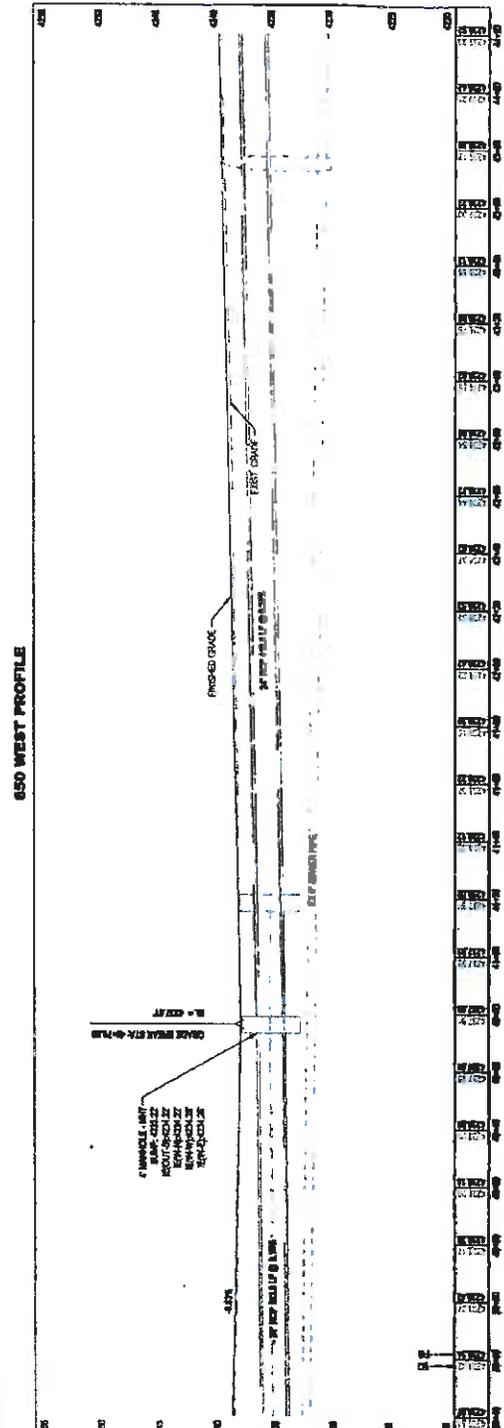
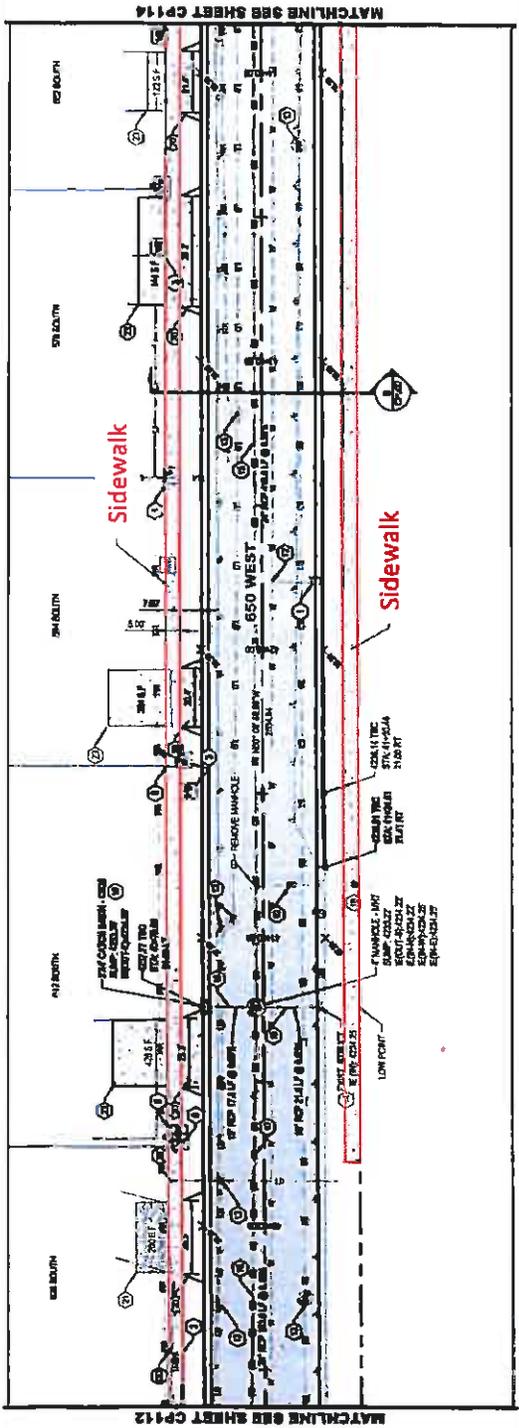
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FARMINGTON CITY
 650 WEST
 ROADWAY PLAN & PROFILE
 STA 34+00 TO STA 39+40

CALDWELL RICHARDS SORENSEN
 A NEWBERG IS INFRASTRUCTURE

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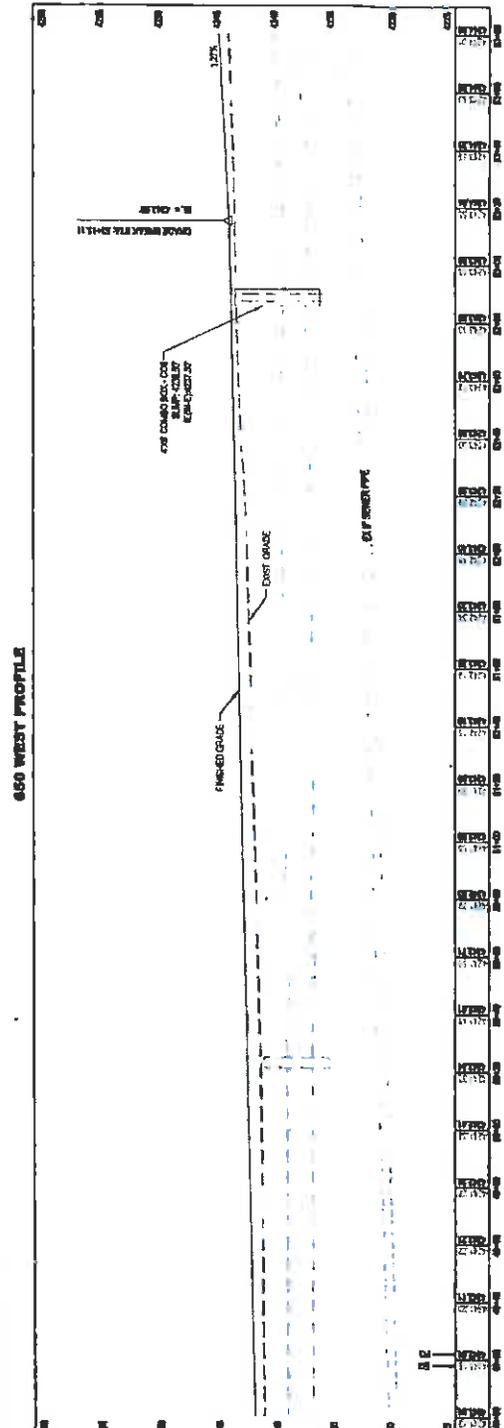
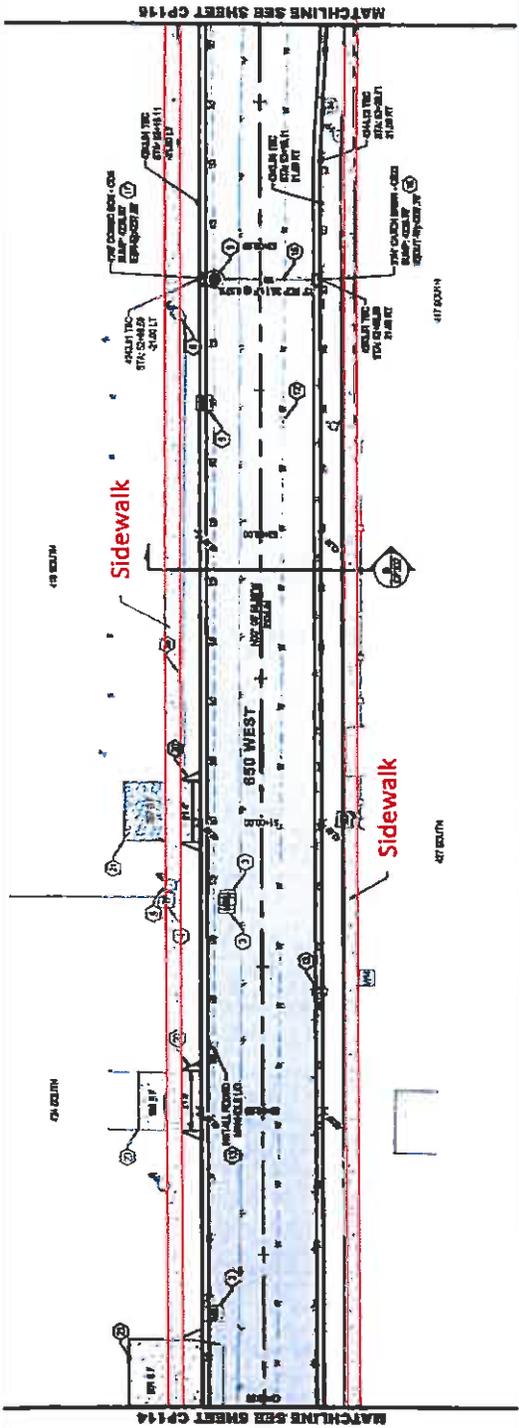
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FARMINGTON CITY
FARMINGTON 650 WEST ROAD IMPROVEMENTS
 ROADWAY PLAN & PROFILE
 650 WEST
 STA 38+40 TO STA 44+20

18 2020
 CP113

CALDWELL RICHARDS SORENSEN
 ARTWERS TO INFRASTRUCTURE

18 2020
 CP113



100%

- SITE AND UTILITY NOTES**
1. REMOVE PAVE IMPROVEMENT, SEE DETAIL NOTES
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FARMINGTON CITY
FARMINGTON 650 WEST ROAD IMPROVEMENTS
ROADWAY PLAN & PROFILE
 650 WEST
 STA 48+00 TO STA 49+00

DATE: 10/18/18
 DRAWN BY: J. S. [unreadable]
 CHECKED BY: [unreadable]
CP115

SALT LAKE CITY OFFICE:
CALDWELL RICHARDS SORENSEN
 ENGINEERS & ARCHITECTS
 100 SOUTH 200 WEST
 SUITE 200
 SALT LAKE CITY, UT 84143
 PHONE: (801) 373-8888
 FAX: (801) 373-0272
 WWW.CRS-UTAH.COM

DATE: 10/18/18
 DRAWN BY: J. S. [unreadable]
 CHECKED BY: [unreadable]



CONCEPT REPORT SUMMARY

1 of 3

SECTION 1: Project Information

| | | | |
|---|---|-------------------------------------|-----------------|
| Project Name: | Glovers Lane Sidewalk and Trail | | |
| Project Number: | FAR_SWK_7 | City/County: | Farmington City |
| Project Type: | Sidewalk | Road Ownership: | Farmington City |
| Location | From: Glovers Lane & D&RG Rail Trail | Include Project Concept Map: | Attached |
| | To: Glovers Lane & 325 West | Local Match: | \$32,041 |
| Project Length: (N/A for point projects): | 2,640 ft | Year Funding Is Available: | 2018 |

Contact Information:

| | | |
|-----------------------------|---|----------|
| Agency: | Farmington City | |
| Primary Contact: | Chad Boshell | |
| Phone: | 801-939-9287 | |
| Cell Phone: | 801-864-0917 | |
| Email: | cboshell@farmington.utah.gov | |
| Signature & Date |  | 6-9-2017 |

Project Description:

Bike lanes - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.

Crosswalk improvements - include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.

Sidewalk improvements - include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.

Trails - include trail width, typical section, 30% level cut/fill lines, show ROW boundaries

To increase pedestrian mobility to the Front Runner Station and increase safety, sidewalk and asphalt trail will be installed along portions of Glovers Lane. The sidewalk is 5' wide and will connect to existing residential subdivisions, parks, and schools providing pedestrians a safe route to public transportation stops. The sidewalk will be installed on the north side of Glovers Lane from 650 W to 325 W. The 8' wide asphalt trail will be installed on the south side of Glovers Lane from 325 W to the D&RG Rail Trail. This trail will connect the Legacy Trail with the D&RG Rail Trail improving pedestrian and bicyclists mobility.

Major Project Risks:

There are no known major project risks.


CONCEPT REPORT SUMMARY
 2 of 3

SECTION 2: Design Information (Executive Summary)

| | | |
|--|-------------------------------------|------------------|
| Roadway / Pavement Summary <ul style="list-style-type: none"> • List items of work specific to project • Include pavement widening quantities and striping plan • Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation | Estimated Construction Cost: | \$160,204 |
| Below is a list of the major work items: <ul style="list-style-type: none"> • 8,060 SF of sidewalk • 1,872 SF of driveway approaches • 3,129 SF of driveway reconstructs • 2,142 SY of asphalt trail No major excavation is needed. | | |
| Traffic and Safety Summary <i>Traffic, Signals, Lighting, ITS</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Structures Summary <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i> | Estimated Construction Cost: | \$0 |
| NA | | |
| Environmental Summary/Status <ul style="list-style-type: none"> • Document Type CatEx or EA • List anticipated impacts to environmental resources | Estimated Mitigation Cost: | \$0 |
| A CatEx will be needed for the project. There are no anticipated impacts to environmental resources. | | |



CONCEPT REPORT SUMMARY

3 of 3

| | | |
|---|---------------------------------|------------|
| Right of Way Summary <ul style="list-style-type: none">• <i>Within existing ROW? Y or N</i>• <i>Existing ROW owned by:</i>• <i>ROW need to be acquired? Y or N</i>• <i>Who will acquire ROW needed?</i> | Estimated Property Cost: | \$0 |
| All work will be done within Farmington City's existing ROW, no additional ROW is needed. | | |

| | | |
|-------------------------------------|-----------------------------------|------------|
| Utility and Railroad Summary | Estimated Relocation Cost: | \$0 |
| NA | | |

| | | |
|--------------------|-------------------------------------|------------|
| ITS Summary | Estimated Construction Cost: | \$0 |
| NA | | |

| | | |
|---|------------------------|------------|
| Public Involvement Summary <i>Include if outreach is needed for general purposes, project specific, or NA</i> | Estimated Cost: | \$0 |
| NA | | |

| |
|---|
| Miscellaneous Summary: |
| The majority of this project has been designed and will need a small amount of work to be ready to bid. |


CONCEPT REPORT SUMMARY
Appendix

SECTION 3: Project Log

Return each project concept form and estimate to Rimiller@rideuta.com
please cc kirkendall@pbworld.com

Complete the Following:

| Date Sent | Date Received |
|-----------|---------------|
| 6-12-2017 | |

(Update this as major decisions are made regarding the project.)

| Date | Decision Made |
|------|---------------|
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**FAR_SWK_7 Glovers Lane Sidewalk and Trail
FLM Cost Estimate - Concept Level**

Prepared By: Chad Boshell Date 6/9/2017

Proposed Project Scope: Install sidewalk, asphalt trail, ADA ramps, and drive approaches along Glovers Lane from Hardy Lane Denver Rio Grande Rail Trail.

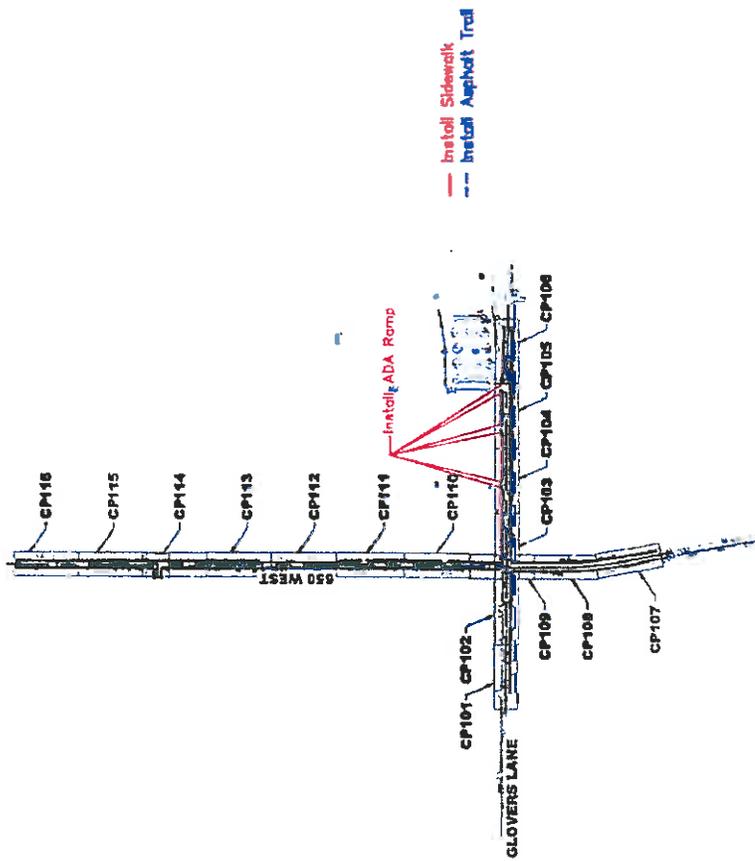
| | | | |
|--|-------|---------|----------|
| Approximate Route Reference Mile Post (BEGIN) = | 0 000 | (END) = | 0 500 |
| Project Length = | 0.500 | miles | 2,640 ft |
| Current FY Year (July-June) = | 2017 | | |
| Assumed Construction FY Year = | 2018 | | |
| Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = | 3.0% | | |
| Assumed Yearly Inflation for Right of Way (%/yr) = | 3.0% | | |
| Items not Estimated (% of Construction) = | 5.0% | | |
| Preliminary Engineering (% of Construction + Incentives) = | 2.0% | | |
| Construction Engineering (% of Construction + Incentives) = | 8.0% | | |

| Construction Items | Cost | Remarks |
|--------------------------------|------------------------|----------------|
| Roadway and Drainage | \$138,654 | |
| Traffic and Safety | | |
| Structures | | |
| Environmental Mitigation | | |
| Mobilization & Traffic Control | \$6,933 | 5% Roadway |
| Subtotal | \$138,654 | |
| Items not Estimated (5%) | \$6,933 | |
| Construction Subtotal | \$145,587 | |
| P.E. Cost | P.E. Subtotal | \$2,912 2% |
| C.E. Cost | C.E. Subtotal | \$11,647 8% |
| Right of Way (include exhibit) | Right of Way Subtotal | |
| Utilities | Utilities Subtotal | |
| Public Involvement Cost | PI Subtotal | \$58 2% design |
| Miscellaneous | Miscellaneous Subtotal | \$0 |

PROJECT TOTAL \$160,204

Project Assumptions

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____
- 9 _____
- 10 _____
- 11 _____
- 12 _____
- 13 _____
- 14 _____



--- Install Sidewalk
 - - - Install Asphalt Trail

100%

| | |
|-------|----|
| DATE | 17 |
| BY | |
| CP001 | |



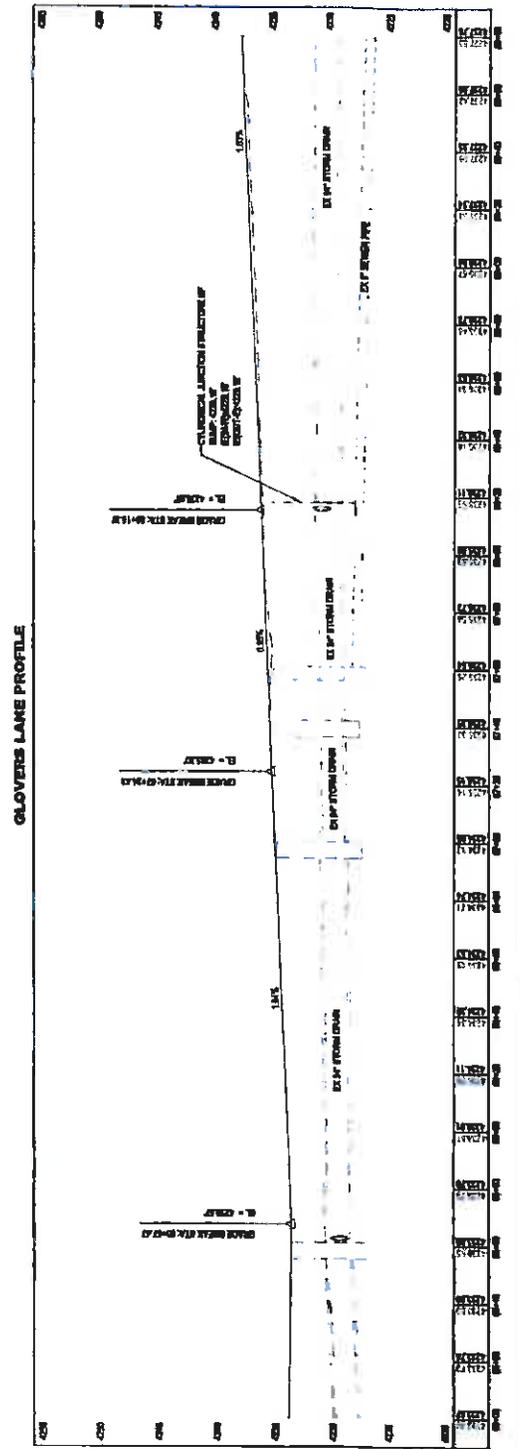
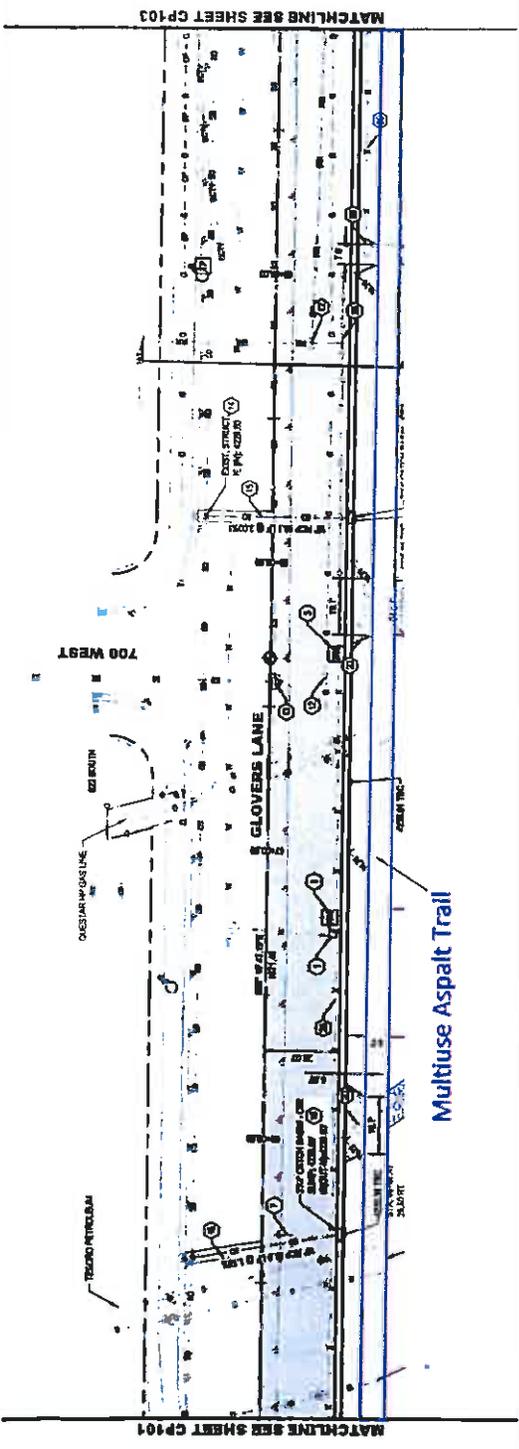
FARMINGTON CITY
FARMINGTON 650 WEST ROAD IMPROVEMENTS
 ROADWAY PLAN & PROFILE SHEET LAYOUT

SALE LANE DISTRICT
 650 WEST ROAD
 FARMINGTON, IOWA
 10/17/2017
 10:27:27 AM

**CALDWELL
 RICHARDS
 SORENSEN**
 AN ENGINEER TO IMPROVE STRUCTURE

| | |
|-------|----|
| DATE | 17 |
| BY | |
| CP001 | |

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| PROJECT NO. | |
| DATE | |
| BY | |
| CP001 | |



- 100%**
- CONCRETE PAVEMENT**
ASPHALT PAVEMENT
MULTI USE ASPHALT TRAIL
UTILITY
EXISTING
PROPOSED
- SCALE AND UTILITY LISTED NOTES**
1. RELOCATE AND RECONSTRUCT EXISTING UTILITY
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100%

CP102

FARMINGTON CITY
650 WEST ROAD IMPROVEMENTS
ROADWAY PLAN & PROFILE
GLOVERS LANE
STA 89+00 TO STA 89+40

CALDWELL RICHARDS SORENSEN
ANSWER TO INFRASTRUCTURE

Scale: 1" = 40'

DATE: 11/15/11

PROJECT NO: 11-001

PROJECT NAME: 650 WEST ROAD IMPROVEMENTS

PROJECT LOCATION: GLOVERS LANE, FARMINGTON, CT

PROJECT STATIONING: STA 89+00 TO STA 89+40

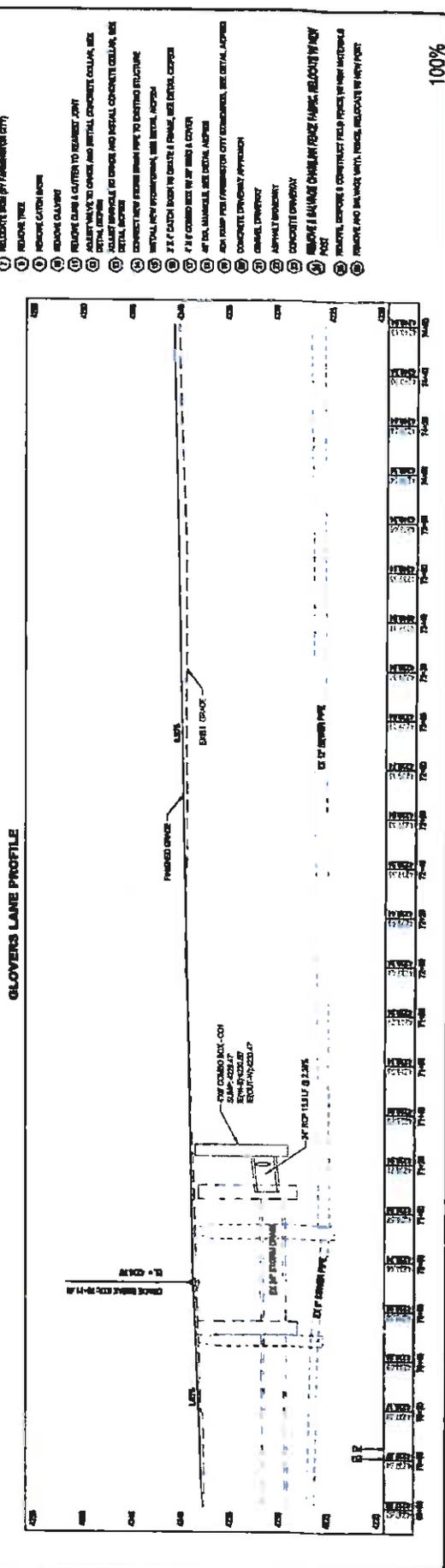
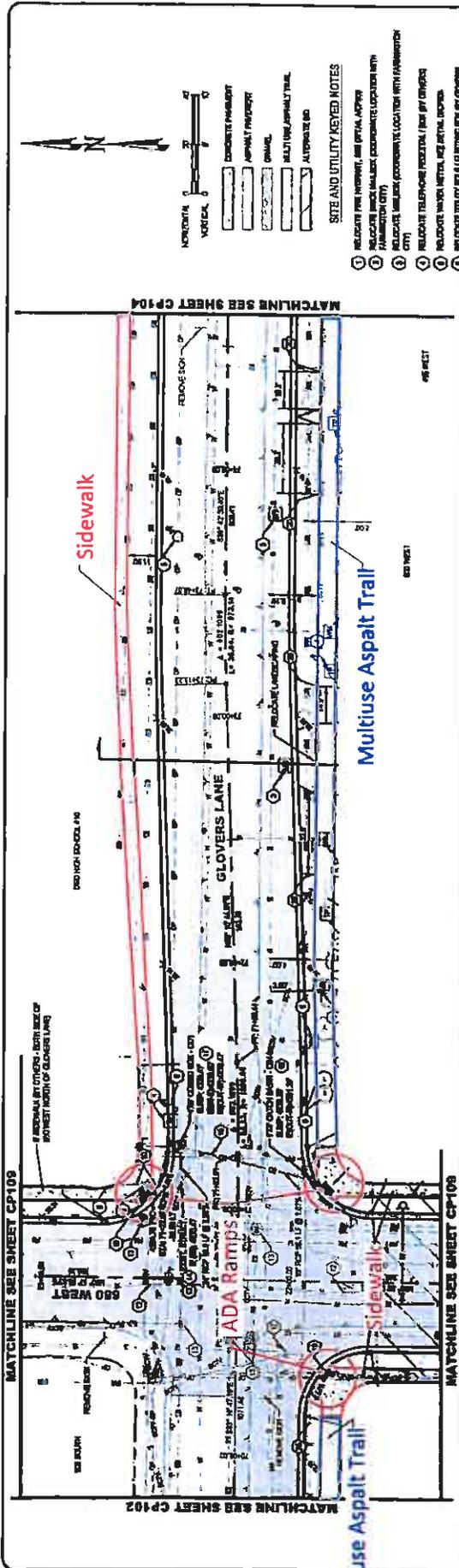
PROJECT SCALE: 1" = 40'

PROJECT DATE: 11/15/11

PROJECT DRAWN BY: [Name]

PROJECT CHECKED BY: [Name]

PROJECT APPROVED BY: [Name]



- SITE AND UTILITY KEYED NOTES**
1. RELOCATE FIRE HYDRANT, SEE UTILITY APPROX
 2. RELOCATE FIRE HYDRANT CONNECTIONS LOCATION WITH FARMINGTON CITY
 3. RELOCATE UTILITY CONNECTIONS LOCATION WITH FARMINGTON CITY
 4. RELOCATE TELEPHONE INFRASTRUCTURE (SEE UTILITY APPROX)
 5. RELOCATE WATER INFRASTRUCTURE (SEE UTILITY APPROX)
 6. RELOCATE UTILITY PULLS (SEE UTILITY APPROX)
 7. RELOCATE SIGN (SEE FARMINGTON CITY)
 8. REMOVE TREE
 9. REMOVE CATCH BASIN
 10. REMOVE GULLY
 11. REMOVE CURB & CUTTER TO REVEAL JOINT
 12. ADJUST VALVE TO CHECK AND INITIAL CONCRETE COLLAR, SEE UTILITY APPROX
 13. INSTALL BRICKS TO BRIDGE AND INITIAL CONCRETE COLLAR, SEE UTILITY APPROX
 14. CONNECT NEW EXISTING INFRASTRUCTURE TO EXISTING STRUCTURE
 15. INSTALL NEW INFRASTRUCTURE, SEE UTILITY APPROX
 16. 2" x 4" CATCH BASIN TO CURB & FRAME, SEE DETAIL CONCRETE
 17. 4" x 6" CONCRETE BOX IN 4" SAND & COVER
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100%

FARMINGTON CITY

FARMINGTON 650 WEST ROAD IMPROVEMENTS

ROADWAY PLAN & PROFILE

GLOVERS LANE

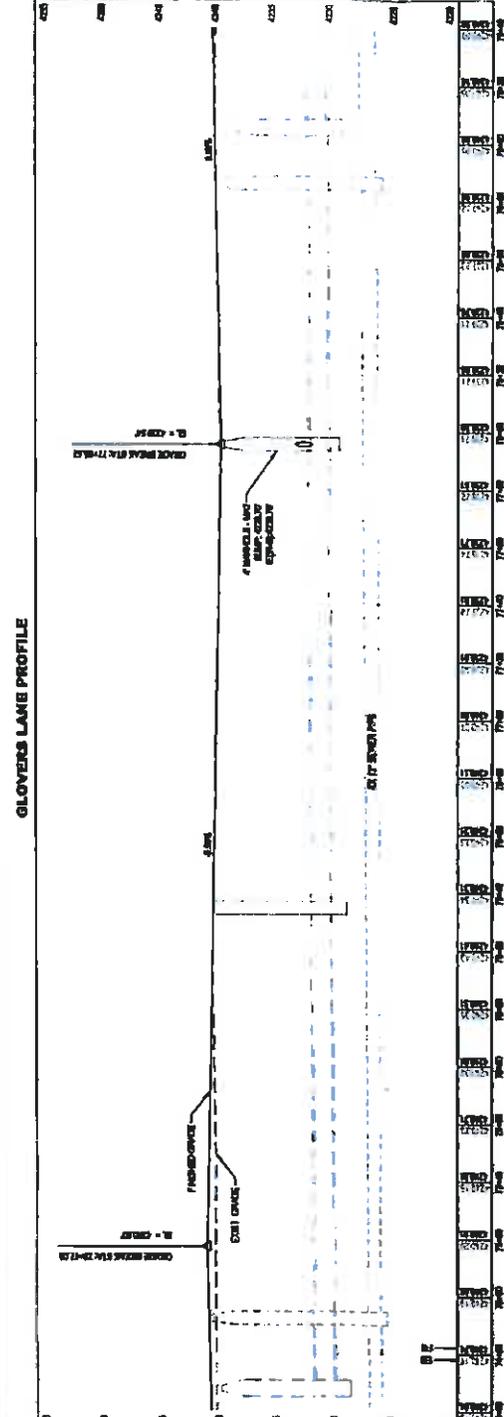
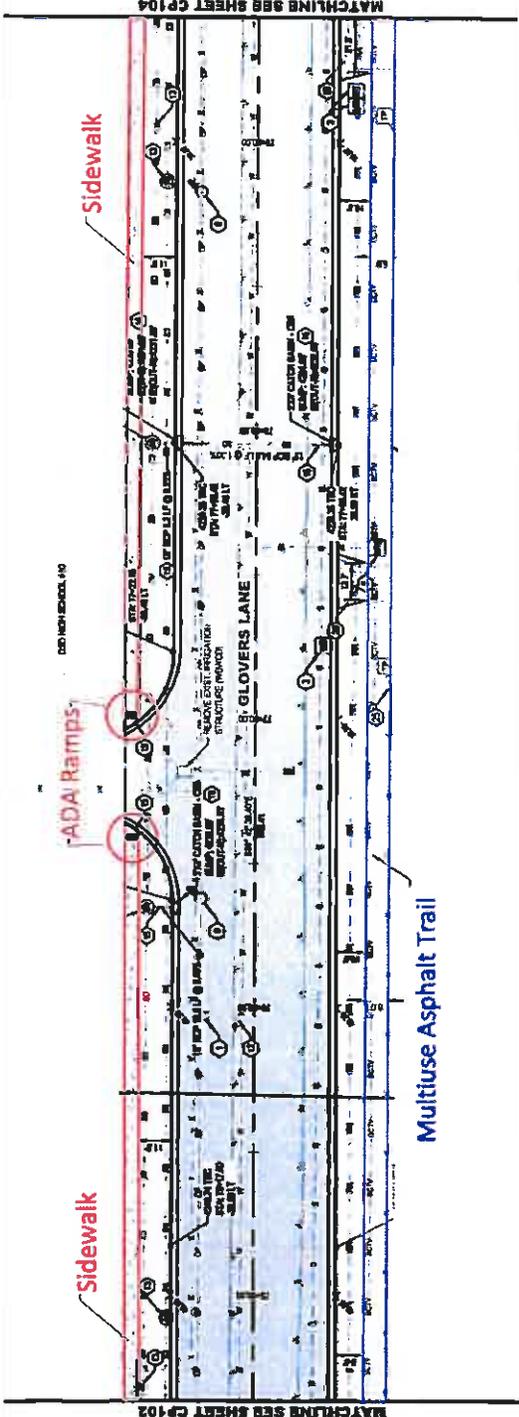
STA 69+80 TO STA 74+00

CALDWELL RICHARDS SORENSEN

ANSWERING TO INFRASTRUCTURE

10/20/20

CP103



- 100%**
- SITE AND UTILITY KEYED NOTES**
1. RELOCATE FIRE HYDRANT, SEE DETAIL WORKING
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 50. RELOCATE FIRE HYDRANT, SEE DETAIL WORKING

FARMINGTON CITY
FARMINGTON 650 WEST ROAD IMPROVEMENTS
 ROADWAY PLAN & PROFILE
 GLOVERS LANE
 STA 71+40 TO STA 72+40

CALDWELL RICHARDS SORENSEN
 ASSISTANTS TO INFRASTRUCTURE

100%

CP104

CITY COUNCIL AGENDA

For Council Meeting:
February 6, 2018

S U B J E C T: Letter of Request – Shepard Lane Connector Road Funding

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed letter from Mayor Talbot.

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

February 6, 2017

Senator Stuart Adams
Utah State Senate

Salt Lake City, Utah

Re: I-15 to WDC Connector Road

Dear Senator Adams,

The Federal Highway Administration (FHWA) approved a Record of Decision (ROD) for the West Davis Corridor (WDC) which extends from Farmington to the northwest area of the Davis County and west Weber County. An interchange is planned on the WDC just south of the Central Davis Sewer District facility at the Kaysville/Farmington border at about 950 North. An east to west collector road, along the same border, is also planned to connect this interchange with a future interchange on I-15 at Shepard Lane. This new I-15 interchange is scheduled for funding one year after the completion of the WDC.

On behalf of Farmington City, we request that the state consider funding and building the collector/connector road and the I-15 interchange at the same time it constructs the WDC. It is proposed that the road will consist of two lanes (one in each direction) and a middle turn lane. Not counting the right of way (ROW) already secured we estimate the road to cost slightly less than \$2,000,000. We also recommend the additional ROW already secured by Farmington and Kaysville cities be preserved for trails and additional lanes if those are ever warranted based on future traffic data.

This really is a regional mobility and economic development issue. This connector road and the approved interchanges on both ends will benefit the state, county and local communities for a number of reasons including, but not limited to, the following:

1. The WDC is located only about one mile from I-15 at 950 North and represents the closest distance anywhere along the entire route between these two regional facilities. Because of this, if the state constructs the connector road, it is better able to leverage its considerable investment in the WDC and I-15 as follows:
 - a. Improved interconnectivity and traffic flow. For example, if either facility backs-up, motorists will have options to use the other because of the connector road. Otherwise the closest interchanges or points of access on WDC/Legacy include 200 North in Kaysville and Parrish Lane in Centerville which are more than 10 miles apart;
 - b. Public safety. Enhanced public safety response times will result in the event of accident on the WDC;
 - c. Better air quality--this will also occur as traffic flow improves;
 - d. Employment Access. Station Park is becoming a great economic engine for Davis County and northern Utah. The connector road will result in markedly better access to this area for northwest Davis County and west Weber County resulting in more local people finding

- employment closer to home, which will in turn mean fewer commuters to points outside the area and better air quality;
- e. Increased Revenue. As employment opportunities improve, tax revenue and other revenue sources will expand for the state as well as for the county, and for such entities as the school district;
 - f. WFRC's Wasatch Choices 2050 Plan. The connector road will significantly help meet the goals of this plan, which plan has the backing of the state, UDOT, Envision Utah, and many other stake holders as well;
2. Community collaboration is very desirable. Both Kaysville and Farmington strongly support the collector road;
 3. Both communities applied for and received Prop One funds from Davis County to design the road which design process has now begun;
 4. Moreover, if the state chooses to build this road, Farmington City will donate almost the entire ROW for needed for its construction within our jurisdiction, which will accrue a tremendous financial benefit for the state and expedite the construction of the road;
 5. We believe Kaysville is prepared to make the same offer for a ROW donation assuming it can provide them better access to the 950 West Interchange.
 6. Both communities plan to participate in a trail system along the route, which will directly link miles and miles of four regional north to south trails together (the Legacy Trail, UTA's D&RGW rails to trails, the future WDC trail, and Farmington's Great Salt Lake Shore Line trail), in a very short distance. No other location will be quite like it in the county (or perhaps the state). This is extremely consistent with UDOT's and WFRC's active transportation goals and objectives and provides pedestrian and bicycle access to UTA's Farmington Front Runner station to thousands of residents.
 7. The trails will provide recreational benefits as well, with a straight pedestrian/bicycle route to the state's Farmington Bay Waterfowl Management Area and the State's new six million dollar Nature Center;
 8. Farmington High opens this fall and many of its students reside in southwest Kaysville. The new road will better enable travel to and from the high school and help prevent cut-through traffic through residential neighborhoods.

Thank you for your consideration to obtain funding for the construction of this critically important regional connector road, which will significantly enhance and improve the transportation needs for the state and this area.

Sincerely,



H. James Talbot
Mayor
Farmington City

Distribution:

Farmington City Council
Mayor Katie Witt, Kaysville
Senator Stuart Adams
Senator Jerry Stevenson
Representative Tim Hawkes
Representative Brad Wilson
Representative Mike Schultz
Representative Stuart Barlow
Carlos Bracerias, UDOT Director
Kris Petersen, UDOT Region One Director

CITY COUNCIL AGENDA

For Council Meeting:
February 6, 2018

SUBJECT: UTA Shuttle Service Agreement (Lagoon/Station Park Shuttle)

ACTION TO BE CONSIDERED:

Authorize the Mayor to sign the attached service agreement with UTA for City sponsorship of the Lagoon/Station Park Shuttle in the amount of \$68,068 to be paid from account number 38-400-310.

GENERAL INFORMATION:

See enclosed staff report prepared by Dave Millheim, City Manager.

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: Dave Millheim, City Manager
Date: January 26, 2018
SUBJECT: **UTA SHUTTLE SERVICE AGREEMENT**

RECOMMENDATION

Authorize the Mayor to sign the attached SERVICE AGREEMENT with UTA for city sponsorship of the Lagoon/Station Park Shuttle in the amount of \$68,068 to be paid from account number 38-400310.

BACKGROUND

For several years the City, Lagoon, Station Park and the Hampton Inn shared 25% of the costs with UTA in providing a “free” shuttle service (Route 667) between the Frontrunner Station and Lagoon. UTA bears 75% of the operating costs. The city portion has grown from \$66,509 in 2017 to a proposed \$68,068 in 2018 which is a 2.3% increase. **We started year around shuttle service in the fall of 2016. This contract renews shuttle service through the 2018 Calendar Year.**

Riders pay nothing for the shuttle service. Ridership is growing very quickly and averages almost 7,000 riders per month -- More in the spring, summer, fall and less in the winter. Please note the attached ridership history. Many riders are customers and employees of Station Park businesses and Lagoon. Others are daily users of the Frontrunner and some are visitors staying at the Hampton Inn. Ridership levels continue to grow with the opening of the U of U medical center, Vista Outdoors, Cabela’s and other new businesses.

Collections with some of our business partners has been problematic. We currently evaluating whether to charge anything to past partners. Staff believes the tax revenues received from such high user numbers more than offsets any small contributions we receive in sponsorship. We also believe a social purpose is being reinforced by encouraging transit ridership in this area. We can reevaluate the cost sharing formula as we move forward. In the short term this contract, as well as the prior one, requires one entity (Farmington City) to be the contracting agency with UTA. The City may need to

consider modifying shuttle stops and the route as ridership continues to grow. Development of Business Park area will also affect future ridership levels so we need to keep an eye on this one.

Respectfully Submitted

A handwritten signature in blue ink that reads "Dave Millheim". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dave Millheim
City Manager

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2018, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and FARMINGTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

B. The City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. The term of this Agreement shall commence on the 1st day of January, 2018, and run through the 31st day of December, 2018.

2. Shuttle Service. UTA agrees to provide free shuttle service (the "Service") on the route described in Attachment 1. The shuttle route will connect the bus stop at 45 E. State Street in Farmington with the FrontRunner Station at approximately 30 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the shuttle route in the same way it publishes information on other UTA routes.

3. Dates of Service. In addition to the regular Monday – Saturday 8:00 AM to 8:00 PM service, UTA will provide additional late night service to match the Lagoon operating calendar. Late night service will operate until midnight. Route 470 will continue to operate Sunday service as well when Lagoon is open on Sundays, and provide service to the Pioneer Village Campground entrance. UTA will also provide extended late night service during the Thursday and Friday of UEA weekend in October 2018. UTA will provide Service on its Saturday schedule on Monday February 18, (President's Day), Monday May 27, (Memorial Day), Thursday July 4, (Independence Day), Wednesday July 24, (Pioneer Day), Monday September 2 (Labor Day), and Friday, and November 29, (Black Friday). UTA will not provide the Service or operate Route 470 on New Year's Day, Thanksgiving Day or Christmas Day.

4. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination.

5. Consideration. The City and UTA share in the operating cost of providing the service. UTA assumes seventy-five (75%) percent and the City pays twenty-five (25%) of the operating cost. Twenty-five (25%) of the operating cost for the service in calendar year 2018 is sixty-eight thousand and sixty-eight dollars (\$68,068). The City agrees to pay UTA the sum of sixty-eight thousand and sixty-eight dollars (\$68,068) to provide the Service. Payment shall be made in two (2) equal payments: thirty-three thousand two hundred and eighty-four dollars (\$34,034) to be paid on or before May 31, 2018 and thirty-three thousand two hundred and eighty-four dollars (\$34,034) to be paid on or before October 31, 2018. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

8. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

9. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

10. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

11. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the City:
Dave Millheim
Farmington City Manager
160 South Main Street
Farmington, Utah 84025

If to UTA:
Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

12. Project Manager. The UTA project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

13. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Teresa Pickett, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Pickett, or designee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Todd Provost
Vice President of Operations & Capital

By: _____ Date: _____
D. Eddy Cumins
Ogden Regional General Manager

ATTEST:

FARMINGTON CITY CORPORATION

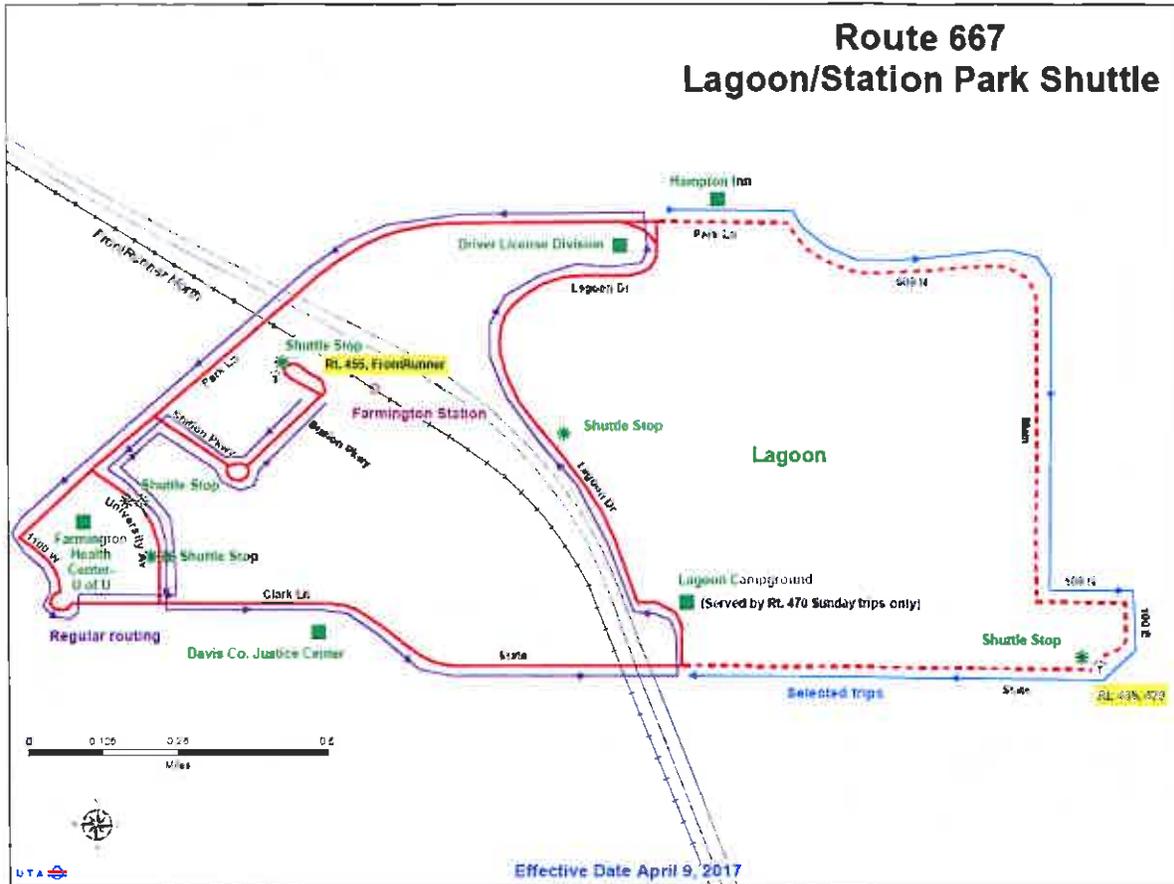
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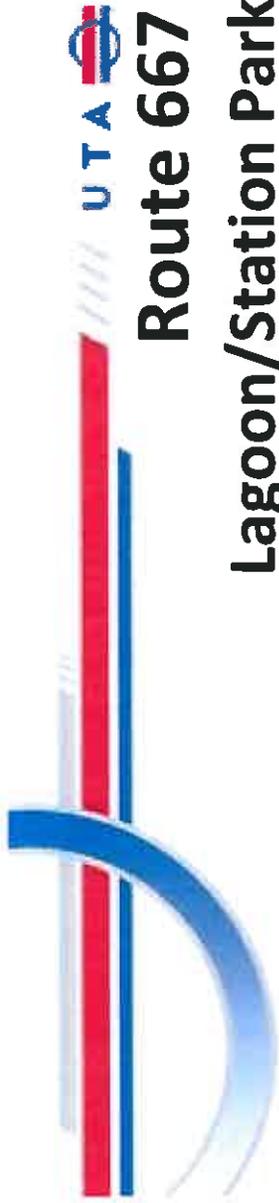
Approved As To Form:

UTA Legal Counsel

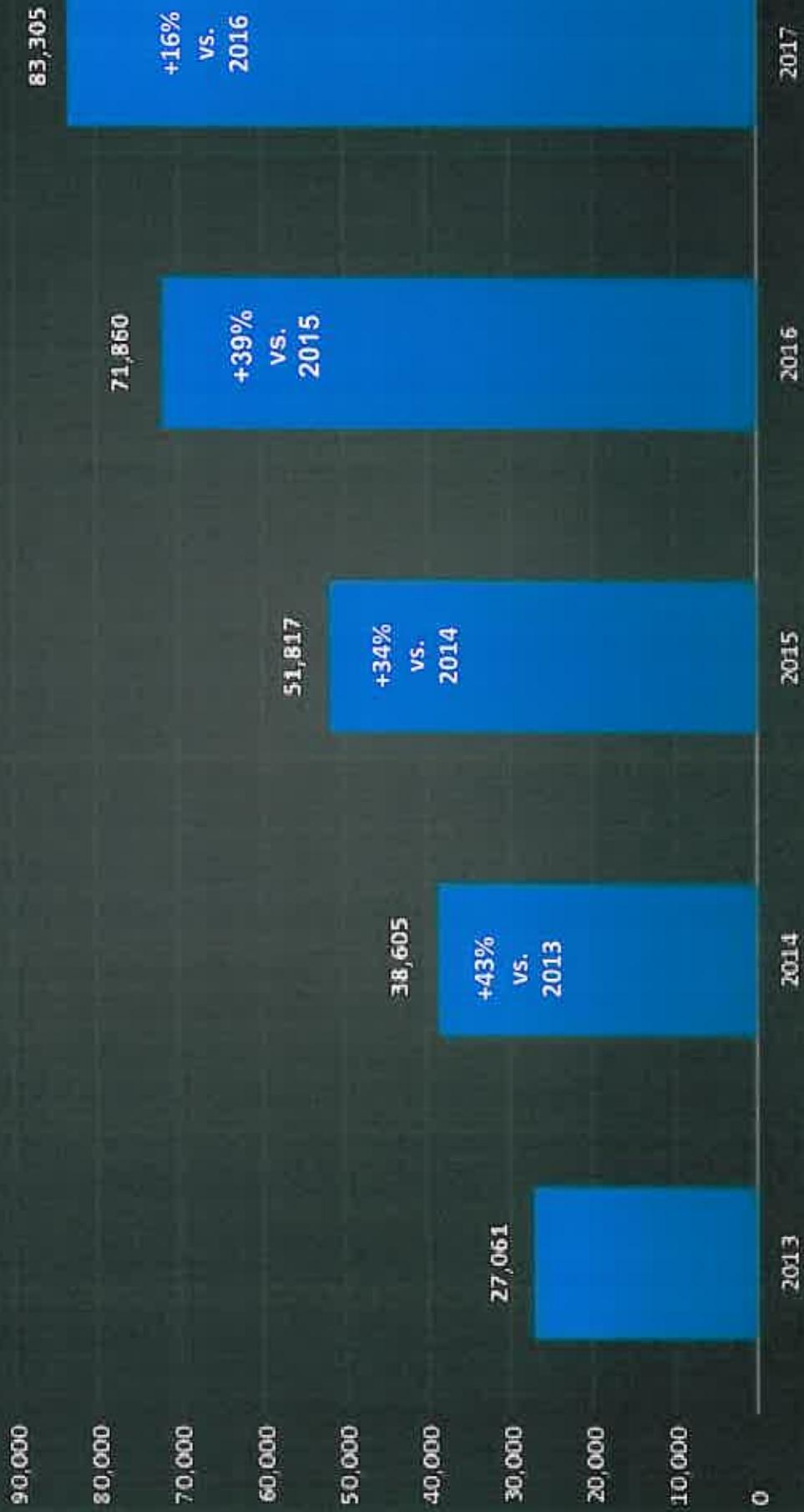
ATTACHMENT 1 TO SERVICE AGREEMENT

Route 667 Lagoon/Station Park Shuttle





Route 667 Total Boardings 2013-2017



CITY COUNCIL AGENDA

For Council Meeting:
February 6, 2018

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

1. Approval of Minutes from January 16, 2018
2. Temporary Access Agreement with Dominion Energy
(East of 950 North)
3. Dominion Pipeline Relocation Agreement (East of 950 North)
4. Long Term Stormwater Management Agreement and Authority
5. Community Art Center Deposit and Kitchen Fee
6. Fee Increase for Swim Lessons
7. Davis Creek Subdivision Improvements Agreement –
475 W Glovers Lane

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 16, 2018

WORK SESSION

Present: Mayor Pro Tempore Brett Anderson; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Brigham Mellor; Assistant City Manager Keith Johnson, City Engineer Chad Boshell, City Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Mayor Jim Talbot, City Manager Dave Millheim

Street Utility Fee

Assistant City Manager **Keith Johnson** shared that Staff has previously presented information to the City Council regarding the 10-year-forecast for road maintenance. The City has had insufficient funds related to road maintenance and with the growth of the City the deficit is expected to get worse. To address this issue, the staff studied and prepared a transportation utility fee recommendation.

City Engineer **Chad Boshell** said that other cities have implemented a transportation utility fee. He outlined the staff process in developing the recommendation. First, Staff determined the different property uses within the City. Second, Staff determined the Equivalent Residential Unit using standards developed by the Institute of Transportation Engineers in their Trip Generation Manual. Third, Staff calculated several fee options.

Chad Boshell reviewed the fee option proposals. Option 1 is based on every property paying the calculated ERU fee multiplied by the number of individual ERU's. Option 2 was to set the residential ERU fee and then determine the remaining needed revenue to create a commercial ERU fee.

Chad Boshell reviewed the pros and cons of each proposal. A single family home fee of \$4 per month would reduce the impact on commercial entities while generating the needed revenue. It keeps the commercial fee competitive with what other cities are charging commercial properties and keeps the residential rate low. Staff recommended collecting the needed revenue by assessing a \$4/month fee for single family homes.

Walt Hokanson said that the impact of Station Park caught the City off guard related to road maintenance. It created impacts to public works, police and fire that were not anticipated. As the City has continued to grow, Public Works has been playing catch up. Mayor Pro Tempore **Brett Anderson** asked if the \$669,000 figure was enough. **Chad Boshell** noted that it would be enough to get ahead of the game and employ preventative maintenance. The new roads will be better maintained and stretch out their lifecycle. He noted that user rates are more easily adjusted than other funding mechanisms.

Brett Anderson brought up the concerns for those on a fixed income. He noted the importance of messaging the fee to help the public understand why it needs to be collected and why it is set

at a certain rate. **Keith Johnson** noted that the alternative is for roads to fall apart or a property tax increase. The City Council reviewed the impact on a sample of various users. **Chad Boshell** noted that the City would be charged and would have to pay the fee from General Funds.

Councilmember **Brigham Mellor** noted that Option 1 was the most equitable evaluation, but would risk frustrating commercial tenants. **Chad Boshell** noted that the ITE manual was used to determine the trip generation for all types of properties. Councilmember **Cory Ritz** stated that those hit with a heavier assessment also benefit from City infrastructure disproportionately.

The next step for the Council is to determine which fee schedule to propose. The City's intent to create the fee would be advertised in local newspapers. The City would inform the residents of the City's intent in the February City newsletter. The City Council meeting on February 20, 2018 would be a public hearing on the matter. If approved at that meeting, the City Council would instruct staff on the date for fee implementation.

The Council discussed the option of noticing a \$4 fee and assessing input from those impacted. **Chad Boshell** noted that the notice could go out with one amount listed, and that the Council could determine another fee amount at the time of the public hearing. It was determined the **Keith Johnson** would proceed with the article in the newsletter and local newspapers listing the amount at \$3.00 per single family home.

Tree Pilot Program

Jake Young, a member of the Farmington Ranches HOA Board, shared the benefits of planting trees within the City. He noted that trees contribute to a sense of place, increase real estate values, diminish the urban heat island effect, provide a noise buffer, and increase safety as people tend to drive slower on tree lined streets.

Jake Young shared the result of a pilot project within the Farmington Ranches neighborhood. Neighbors, the HOA and volunteers worked together to plant 26 trees along Ironside Way. **Jake Young** asked that the City commit to fund an expansion of the tree planting program. The Farmington Ranches HOA Board committed to contribute \$7,500 and asked the City also provide \$7,500. Homeowners would be contributing approximately one-third of the cost.

Brigham Mellor shared that Syracuse City has committed to plant 100 trees per year and has set aside \$50,000 for the project. **Brigham Mellor** suggested that Farmington could look at a similar program. Neighborhoods and HOAs could organize to participate. **Cory Ritz** said that a committee within the City could help with orders and planning and all would benefit from economies of scale.

Keith Johnson said the City currently budgets \$10,000 - \$15,000 a year for tree trimming and replacement, but that could be increased in the upcoming budget. City Planner **Eric Anderson** said that there are many grant opportunities the City could pursue for additional funds.

The Council committed to continued discussion related to a tree program as the City looks at the 2019 Budget.

Mountain View Subdivision

David Petersen discussed the Mountain View Subdivision PUD item. He noted that it could be left as an AE zone and make the project work through a TDR process. If that option is pursued the item would need to be continued until February 6 and the public hearing held at that time.

Randy Rigby shared that he wants to make this a win/win and has worked to listen and respond to different groups. He is willing to look at the TDR process. This could alleviate the concerns of a rezone and setting a precedent for other AE zones in the City.

Cory Ritz said that the TDR process works through a negotiation between the developer and Dave Millheim and suggested that the Council should be part of the negotiations so that all parties feel good about the decision. **David Petersen** noted that TDRs are an administrative act.

Brett Anderson asked what happens to the current application. Councilmember **Rebecca Wayment** asked if the TDR process would be used to pay for bonus density to avoid a rezone of the area. **David Petersen** clarified that a new application for a TDR would be considered, the current application could be kept pending, the project would still be a request for 34 lots, and the TDR would be a negotiation to pay for bonus density.

The Council discussed the option to discuss the agenda item and hold the public hearing. If the TDR moves forward, Dave Petersen explained that the next act of the Council would be to drop the rezone recommendation from the Planning Commission and approve the Preliminary PUD and Schematic Plan as recommended by the Planning Commission.

REGULAR SESSION

Present: Mayor Pro Tempore Brett Anderson; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Brigham Mellor; Assistant City Manager Keith Johnson, City Engineer Chad Boshell, City Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Mayor Jim Talbot, City Manager Dave Millheim

Mayor Jim Talbot arrived at 7:38 p.m.

CALL TO ORDER:

Mayor Pro Tempore **Brett Anderson** called the meeting to order at 7:11 p.m.

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

The invocation was offered by Councilmember **Rebecca Wayment** and the Pledge of Allegiance was led by Boy Scout Michael Mun.

Motion:

Cory Ritz offered a motion to move the discussion related to the Mountain View PUD Subdivision Schematic Plan before the Zone Text Amendment item on the agenda. **Brigham Mellor** seconded the motion which was approved unanimously.

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

Brett Anderson shared that City Council talked in the study session about a possible solution for the concerns of the citizens related to rezoning the property. The option for the developer to pursue a TDR (Transfer of Development Rights) was discussed and it was determined that the item should be continued to a date certain.

Motion:

Cory Ritz moved to continue the discussion of Mountain View PUD Subdivision Schematic Plan, Preliminary (PUD) Master Plan, and Rezone and the related public hearing until February 6, 2018. **Doug Anderson** seconded the motion which was approved unanimously.

Councilmember **Doug Anderson** noted that **David Petersen** is willing to review the Transfer of Development Rights process with any citizens interested. Councilmember **Cory Ritz** clarified that no decision was made and that the public hearing will now be held on February 6 with time for public comments at that time.

PUBLIC HEARINGS:

Zone Text Amendment to Chapter 27 Planned Unit Developments

David Petersen noted that Councilmember **Brett Anderson** had found inconsistencies in the City Code related to Planned Unit Development (PUD). He reviewed information from the staff report noting that the changes impact streets, approval authority, and submittal requirements for PUD applications. In practice, City Staff has ensured that private streets are built to Farmington City standards, but the ordinance was never updated. Related to approval authority, the language will be corrected to clarify the role of the Planning Commission as a recommendation body. Updates to submission requirements increase the number of copies required for submittal and includes the requirement of an electronic copy.

Mayor Pro Tempore Brett Anderson opened the public hearing at 7:24 p.m.

Paulette Hewitt, 541 West 250 South, Farmington, shared her appreciation for the City Council related to this item. She said that she was amazed at the number of issues the Council is required to consider and complimented the way in which Councilmembers have been receptive to the comments of Farmington residents.

Mayor Pro Tempore Brett Anderson closed the public hearing at 7:26 p.m.

Cory Ritz thanked the staff for cleaning up the ordinance language noting that ambiguity can cause problems.

Motion

Brigham Mellor moved that the City Council approve the ordinance enclosed in the staff report as recommended by the Planning Commission amending Chapter 27 of the Zoning Ordinance, including Findings 1-3 as contained in the staff report. **Rebecca Wayment** seconded the motion which was approved unanimously.

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.

NEW BUSINESS:

SUMMARY ACTION:

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

Motion:

Brigham Mellor moved, with a second from **Cory Ritz**, to approve summary action item 1 through 5 as contained in the staff report. The motion was approved unanimously.

GOVERNING BODY REPORTS:

City Manager Report

No updates to report.

Mayor Talbot & City Council Reports

Councilmember Brett Anderson

No updates to report.

Councilmember Cory Ritz

Cory Ritz noted that for the TDR valuation discussion, even though the responsibility is delegated that to Dave Millheim, it would be prudent for Councilmembers and the Mayor to also be involved in the discussion. **Brett Anderson** and **Doug Anderson** expressed agreement. **Keith Johnson** committed to let Dave Millheim know of the Council's interest in the discussion. **Brett Anderson** noted that the option of the TDR only came up today so to allow time for it to fairly

be evaluated against proposed alternatives, the Mountain View rezone discussion needed to be continued.

Councilmember Doug Anderson

Doug Anderson complimented Farmington Parks and Recreation staff for their management of the gym. He has attended several youth basketball events and has been impressed with the staff and the programs offered. He also reviewed the action by the Planning Commission related to the roundabout design. He described the horse sculptures and water features which are part of the design. He stated that it will be a great gateway into the city with a nod to Farmington's heritage and is something to look forward to.

Councilmember Brigham Mellor

Brigham Mellor reminded Councilmembers about the Utah League of Cities and Towns training which will happen in St. George in April. He also provided an update regarding the scenic byway designation for the West Davis Corridor. Three public hearings will be held; one event in Syracuse, one in Layton and an event scheduled at the Farmington City Hall for January 23 at 6:30pm. Following the public hearing, the Scenic Byway Committee will go before the State commission on February 5 to request the designation to extend for West Davis Corridor and across the Antelope Parkway. Public comments have been positive. Assuming the State commission approves of the extension, protections will be in place for the road; the item will then be taken to the Legislature by the City's lobbyist to increase funding mechanism for betterment money. The next step would be to seek a text change which would not allow for cities to segment off parts of the byway to allow billboards.

Councilmember Rebecca Wayment

No updates to report.

Mayor Jim Talbot

Mayor **Jim Talbot** provided an update about the School District meeting he had attended. He addressed the School Board about concerns he shared with Farmington residents related to the Farmington High School mascot. He presented them with the news article written for the Farmington newsletter. He encouraged them to review the decision before the school opens. He noted that Farmington has been a great partner with the School District.

Brigham Mellor stated that he respected the Mayor and his judgement about representing opposition to the mascot, even if not all members of the Council shared the same opinion.

ADJOURNMENT

Motion:

At 7:45 p.m., **Brigham Mellor** moved to adjourn the 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: Chad Boshell, City Engineer
Date: February 6, 2018
SUBJECT: **TEMPORARY ACCESS AGREEMENT**

RECOMMENDATION

Approve the temporary lease agreement with Dominion Energy for \$12,000 on City owned property.

BACKGROUND

Farmington City owns property east of 950 North that is planned to be the connector road between I-15 and West Davis Corridor. The property currently has Dominion Energy high pressure gas mains. Dominion and the City Staff want to move the lines and easements to a location adjacent to the D&RG rail trail. This will help facilitate future development on the site. Dominion has requested to obtain a temporary access and construction easement for the relocation of the lines and to use for storage and other construction activity. The length of the agreement will be for a maximum of 13 months. Upon agreement Dominion Energy will pay the City \$12,000 for the temporary easement.

Recommendation

The work that is going to happen on the property to replace the existing gas lines will disturb the land and cause any animals to be removed. City staff recommends entering into a lease with Dominion Energy.

SUPPLEMENTAL INFORMATION

1. Temporary Access and Construction Easement (2 Copies)

Respectively Submitted

Chad Boshell, P.E.
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

Temporary Access and Construction Easement

FARMINGTON CITY, a municipal corporation of the State of Utah, Grantor, does hereby grant and convey to QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, a Utah corporation, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the following described real property interest:

A temporary easement (the "Temporary Easement") for use as access and construction work space for FL 122 Pipeline Replacement Project (the "Project"). The temporary easement is described as follows (collectively, the "Easement Area"):

Temporary access and workspace for loading and unloading equipment as needed, over and across the (area and access) as depicted in Exhibit A attached hereto and incorporated by this reference.

Non – exclusive Use. The Temporary Easement acquired herein does not convey any right except as stated herein, nor does it prevent Grantor from the use of the real property within the Easement Area so long as such use does not interfere with the purposes for which the Temporary Easement is being acquired. This Temporary Easement does not convey the right to use the Temporary Easement in a manner that would deny any right of Grantor to access property outside the Easement Area.

Duration of Easement. This Temporary Easement shall begin on February 1, 2018 ("Commencement Date"), and shall continue until the earlier to occur of (a) the date that is 12 months after the Commencement Date or (b) Grantee provides written notice of the completion of the Project.

Restoration of Property. Grantee will restore the Easement Area to as near as practical its condition prior to any of Grantee's use of the Easement Area and shall clean up and remove all construction debris. During the duration of the Temporary Easement, Grantee shall maintain the Easement Area substantially clean of all litter and trash.

Restrictions on Use. Grantee shall use the Easement Area solely for the purposes specified hereunder.

Miscellaneous. This grant of Temporary Easement may be executed in several counterparts, each of which shall be an original hereof but all of which, taken together, shall constitute one and the same grant of Easements and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein. Nothing herein is intended to alter any rights either party has regarding recorded perpetual pipeline easements crossing property owned by Grantor, nor does anything herein obligate either party to agree to any terms in any future agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper officer thereunto duly authorized, this ____ day of _____ 20__.

ATTEST:

FARMINGTON CITY

Clerk

By: _____
Mayor

QUESTAR GAS COMPANY DBA DOMINION
ENERGY UTAH

By:

Its:

STATE OF UTAH)
) ss.
COUNTY OF)

On the ____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the MAYOR and _____, respectively, of FARMINGTON CITY, and that the foregoing instrument was signed on behalf of same.

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 20__ personally appeared before me _____ who, being duly sworn, did say that he is the _____, of Questar Gas Company dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of same.

Notary Public

EXHIBIT A

(Temporary Workspace Drawing)

Exhibit "A"

Proposed Temporary Access & Staging
Parcel #08-057-0055 & 08-417-0130
Farmington, Davis County, UT

Legend

-  Existing Dominion Energy Easement and Pipelines
-  Farmington City Parcel 08-057-0055
-  Proposed 50' Wide New Easement area
-  Proposed Temporary Access and Staging Area - Approx. 100 X 450

Denver and Rio Grande Western Rail Trail

N 2000 W

950 N

-1875 W

600 ft



Google earth

© 2018 Google



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: February 6, 2018
SUBJECT: **PIPELINE RELOCATION AGREEMENT**

RECOMMENDATION

Authorize the Pipeline Relocation Agreement, Right of Way and Easement Grant, and Quit Claim Deed with Dominion Energy to enable the relocation of the Dominion Energy Pipelines on City owned property on parcel No. 08-057-0055.

BACKGROUND

Farmington City owns property east of 950 North that is planned to be the connector road between I-15 and West Davis Corridor. The property currently has Dominion Energy high pressure gas mains. Dominion and the City Staff want to move the lines and easements to a location adjacent to the D&RG rail trail. In order to relocate the lines the City will need to enter into a pipe line relocation agreement which states that the City will agree to a right of way and easement grant for the new pipeline relocation area and Dominion will abandon the old line in place, build the new line, and quit claim the old right of way to the City.

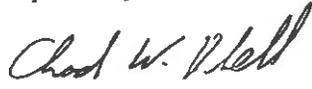
Recommendation

The relocation of the Dominion pipelines will benefit the City's use of the property without costing the City anything upfront and possibly cost the City to remove asbestos pipe in the future. City staff recommends authorizing the Pipeline Relocation Agreement, Right of Way and Easement Grant, and Quit Claim Deed with Dominion Energy to enable the relocation of the Dominion Energy Pipelines on City owned property on parcel No. 08-057-0055.

SUPPLEMENTAL INFORMATION

1. Pipe Line Relocation Agreement
2. Exhibit A – Right of Way and Easement Grant
3. Exhibit B – Right of Way Map
4. Quit Claim Deed

Respectively Submitted

A handwritten signature in black ink, appearing to read "Chad W. Boshell".

Chad Boshell, P.E.
City Engineer

Reviewed and Concur

A handwritten signature in blue ink, appearing to read "Dave Millheim".

Dave Millheim
City Manager

PIPELINE RELOCATION AGREEMENT

This Pipeline Relocation Agreement (Agreement) is entered into this ___ day of _____, 20 ___, between Questar Gas Company dba Dominion Energy Utah, a Utah corporation (Dominion Energy) and Farmington City, a municipal corporation of the State of Utah (Farmington City). Dominion Energy and Farmington City may be referred to collectively as the Parties and singularly as a Party, all as governed by the context in which such words are used.

RECITALS

A. Farmington City plans to build on parcel #08-057-0055 (Parcel) located at approximately 950 North just east of the Denver & Rio Grande Western Railroad rail trail in Farmington, Davis County, Utah. (the Project).

B. Dominion Energy owns and operates both a 20" high-pressure (HP) natural gas pipeline, and a 10" intermediate high-pressure (IHP) natural gas pipeline (collectively the Pipelines) which encumber the property involved in the Project. The Pipelines are located within a right-of-way recorded in the records of Davis County, State of Utah, Entry 45198, Book H of Liens and Leases, Page 576.

C. The Parties have concluded that the Project may potentially interfere with a section of the Pipelines and desire to resolve that potential conflict by entering into this Agreement.

OPERATIVE PROVISIONS

1. Scope of Work. Dominion Energy will retire approximately 205 feet of the Pipelines (Retired Section) and install approximately 205 feet of 24" HP pipeline and 205 feet of 8" IHP pipeline (Relocated Section) to accommodate the Project.

Dominion Energy shall perform and furnish the following: (i) abandonment in place and capping of the Retired Section of pipeline; (ii) design engineering, trenching, procurement of materials; (iii) installation of the Relocated Section, backfill and compaction; and (iv) clean-up for

the Relocated Section (collectively the Relocation Work). Dominion Energy shall obtain any and all necessary governmental permits and/or approvals required to perform the Relocation Work at its sole cost.

2. Right of Way and Easement. The form of the Right-of-Way and Easement Grant (New Right-of-Way) contemplated in this Agreement is attached to this Agreement as Exhibit "A". Farmington City shall provide Dominion Energy with a New Right-of-Way, 50 feet in width, for the Relocated Work, as depicted in Exhibit "B."

Dominion Energy shall perform the survey work, provide legal descriptions of the New Right-of-Way and stake and clear the New Right-of-Way. Dominion Energy shall abandon in place the Retired Section pursuant to Federal Department of Transportation specifications and quit claim the section of the existing right-of-way, located within the Project, to Farmington City, in the form of the Quit Claim Deed attached as Exhibit "C".

3. Condition of Pipeline. **Farmington City is aware that the Retired Section may be covered with non-friable asbestos containing materials ("ACM"). Farmington City therefore acknowledges that should it elect to remove any of the Retired Section, excavate in the area of the Retired Section, or otherwise perform work on or near the Retired Section, certain precautions are necessary. Accordingly, Farmington City will comply with all applicable federal, state and local laws, statutes, ordinances, regulations, and common law, including, as applicable, the provisions of 29 C.F.R. § 1926.1101 (collectively ACM Laws). Farmington City agrees that if it works on or in the area of the Retired Section, it will do so in a manner that will prevent the asbestos from becoming friable and will dispose of any ACM in a manner that conforms with all applicable ACM Laws.**

4. Consideration. Dominion Energy shall pay the cost of the Relocation Work. Farmington City shall grant Dominion Energy the New Right-of-Way.

5. Condition Precedent. Receipt by Dominion Energy of the New Right-of-Way is a condition precedent to the commencement of the Relocation Work.

6. Schedule and Notices. Dominion Energy will notify Farmington City at least 48 hours in advance of beginning the Relocation Work. Dominion Energy may adjust its schedules without notice as required to handle emergencies on its system, after which it will informally notify Farmington City as to when the Relocation Work will be resumed. Notices to the Parties should be addressed as follows:

Dominion Energy Utah
Attention: Brady Nowers
P.O. Box 45360
Salt Lake City, UT 84145-0360

Farmington City
Attention: Chad Boshell
720 W. 100 N.
Farmington , UT 84025

7. Indemnity. To the fullest extent permitted by law, Farmington City shall release, indemnify, hold harmless, and defend Dominion Energy and its successors, assigns, corporate parents, affiliates, and subsidiaries, and their respective officers, directors, shareholders, representatives, contractors, agents, and employees (Indemnified Parties) from and against any and all claims, liabilities, losses, damages, costs, expenses, actions, and causes of action, including attorney fees, litigation expenses, court costs and costs of investigation, for damage or injury to any persons or property arising out of or related to work or any other activity contemplated under this Agreement, or any negligence or intentional misconduct of Farmington City, its agents, employees, officers, directors, representatives, and/or its contractors (collectively Losses), arising out of or related to work or any other activity contemplated under this Agreement, except to the extent such Losses are caused by the sole negligence, gross negligence, or willful misconduct of the Indemnified Parties. To the fullest extent permitted by law, this indemnity obligation shall also extend to and include actions arising out of, related to, or caused by the removal or attempted removal of remaining pipe or excavation work as described under paragraph 3 of this Agreement.

8. Cooperation. Farmington City shall ensure that its employees, agents, contractors and subcontractors coordinate their efforts and cooperate fully with Dominion Energy as required for efficient completion of the Relocation Work. In particular, Farmington City and its employees, agents, contractors and subcontractors shall observe the requirements of Utah Code Ann. §54-8a-2 *et seq.*, Damage to Underground Utility Facilities, in connection with construction activities in the vicinity of the Relocation Work.

9. Interference with Pipeline. Farmington City shall ensure that no structures, buildings or improvements are placed so as to interfere with Dominion Energy' facilities, and no structures shall be placed in Dominion Energy' right-of-way.

10. Miscellaneous.

a. In the event of any dispute relating to this Agreement, whether or not the dispute results in litigation, the prevailing Party shall be entitled to recover all costs, including reasonable attorney fees.

b. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns.

c. The provisions of this Agreement are severable, and should any provision be deemed void, unenforceable or invalid, such provision shall not affect the remainder of this Agreement.

d. This Agreement shall be governed by the laws of Utah.

e. Except for payment of amounts due, neither Party shall be liable for any failure to perform this Agreement when the failure is due to any cause which is not reasonably within the control of the Party affected. Prompt, detailed notice of any force majeure shall be given by the Party claiming inability to perform. In the event of force majeure, the Parties shall immediately take all reasonable action necessary to abate the cause.

f. The indemnity obligations in paragraph 7 of this Agreement shall survive the termination of this Agreement for the applicable statute of limitations.

g. This Agreement is the entire agreement of the Parties with respect to the Relocation Work, and may be amended only in writing signed by both Parties.

h. Each person signing this Agreement warrants that the person has full legal capacity and authority to execute this Agreement on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, Dominion Energy and Farmington City have executed this Agreement as of the above date.

DOMINION ENERGY UTAH

FARMINGTON CITY

By: _____
Matt Bartol – Authorized Representative
General Manager Engineering & Project Management

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
EXHIBIT A-950N;

Space above for County Recorder's use
PARCEL I.D.# 08-057-0055

RIGHT-OF-WAY AND EASEMENT GRANT

UT_____

FARMINGTON CITY, a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 50 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace below ground pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

[LEGAL DESCRIPTION]

TO HAVE AND TO HOLD the same unto said DOMINION ENERGY UTAH, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. No above ground facilities shall be installed within said right-of-way. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the

purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

(SEAL)

STATE OF UTAH)
) ss.
COUNTY OF)

On the ____ day of _____, 20__ personally appeared before me
, and _____ who, being duly sworn, did say that they are the
and _____, respectively, of FARMINGTON CITY, and that the foregoing instrument
was signed on behalf of said city and acknowledged to me that they duly executed the same.

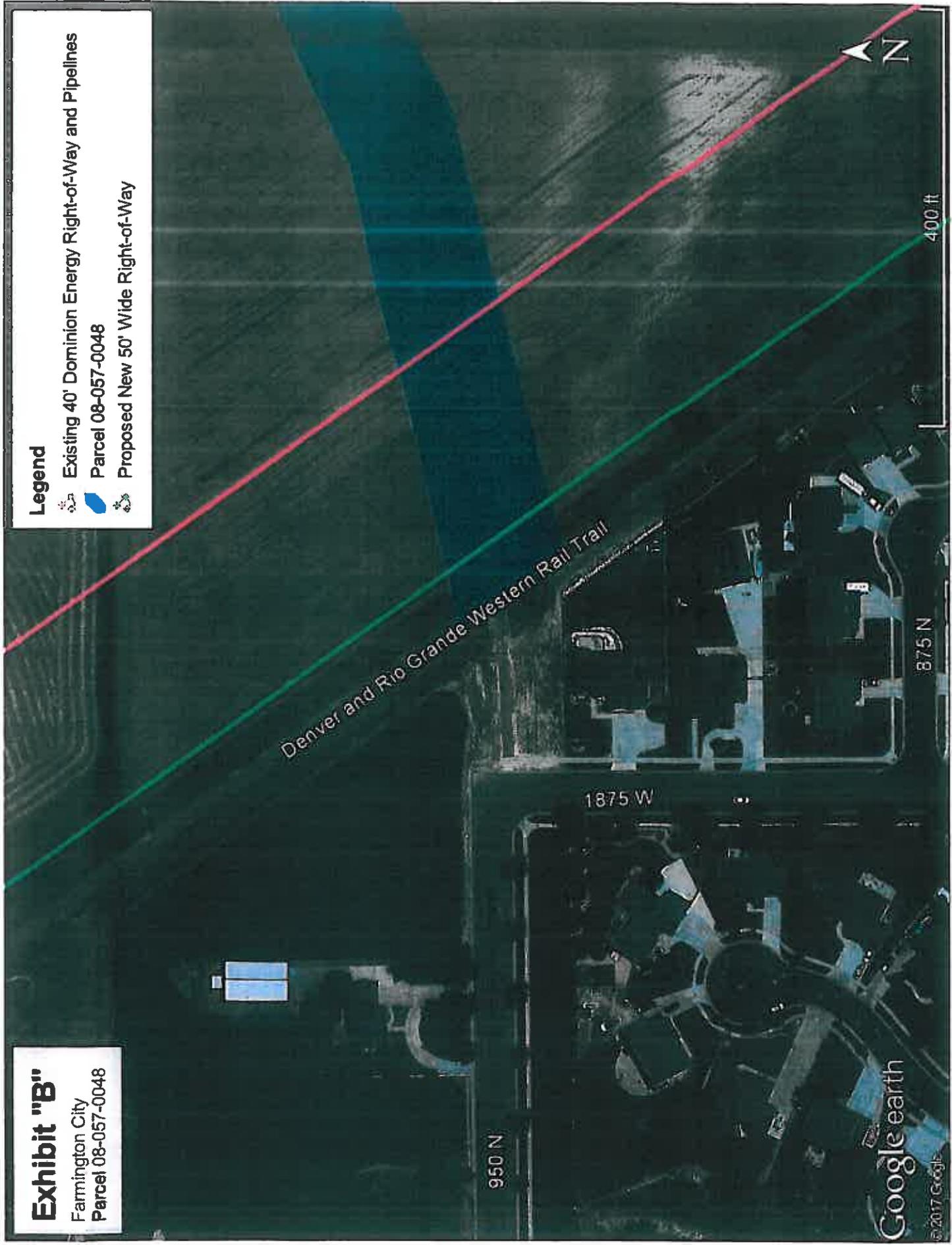
Notary Public

Exhibit "B"

Farmington City
Parcel 08-057-0048

Legend

- Existing 40' Dominion Energy Right-of-Way and Pipelines
- Parcel 08-057-0048
- Proposed New 50' Wide Right-of-Way



WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
Farmington City-950 N-Exhibit C; RW01

Space above for County Recorder's use
PARCEL I.D.# 08-057-0048

QUITCLAIM DEED

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, a corporation organized and existing under the laws of the State of Utah, with its principal office at 333 S. State Street, Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby **QUITCLAIMS** to, **FARMINGTON CITY**, a municipal corporation of the State of Utah, Grantee, upon Grantee's acceptance, as acknowledged below, the right, title and interest acquired through a certain Right-of-Way and Easement Grant dated March 12, 1929 and recorded as Entry 45198, Book H of Liens and Leases, Page 576, Davis County Recorder's Office, including all right, title and interest in any personal property located on, under or within the property acquired thereunder, including but not limited to pipelines and related facilities, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following-described tract of land in Davis County, State of Utah, to-wit:

Land of the Grantor located in Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

A PARCEL OF LAND LOC IN THE NW 1/4 OF SEC 14-T3N-R1W, SLB&M, MORE FULLY DESC AS FOLLOWS: BEG AT A PT S 89°49'51" W 897.80 FT COINCIDENT WITH THE S LINE OF THE NW 1/4 OF SEC 14 & N 00°10'09" W 1147.79 FT FR THE CENTER 1/4 COR OF SEC 14-T3N-R1W, SLB&M, & TH S 41°33'09" W 176.80 FT TO A PT OF TANGENCY OF A 1630.00 FT RAD CURVE TO THE RIGHT; TH SW'LY 825.41 FT ALG SD CURVE (LC BEARS S 56°09'09" W 816.61 FT TO A PT ON THE N LINE OF PPTY CONV AS DANVILLE PARCEL # 3 IN QC DEED RECORDED 08/01/2008 AS E# 2383284 BK 4585 PG 859; TH ALG SD LINE S 89°52' W 233.13 FT, M/L, TO THE E LINE OF THE D&RGW RR PPTY; TH COINCIDENT WITH THE E LINE OF SD D&RGW RR PPTY N 34°42'24" W 171.14 FT TO A PT OF NON-TANGENCY OF A 1430.00 FT RAD CURVE TO THE LEFT, OF WH THE RAD PT BEARS N 14°25'17" W; TH NE'LY 849.23 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF 34°01'34"; TH N 41°33'09" E 381.55 FT; TH S 29°58'50" E

316.29 FT TO THE POB. CONT. 7.42 ACRES. ALSO, BEG N 89°52' E 1207.80 FT ALG THE 1/4 SEC LINE & N 562.32 FT & S 89°52' W 260.98 FT FR THE SW COR OF THE NW 1/4 OF SEC 14-T3N-R1W, SLB&M; & RUN TH S 89°52' W 233.82 FT TO THE E'LY LINE OF THE D&RGW RR R/W; TH S 34°40' E 73.22 FT ALG SD R/W TO A PT ON A 1630.00 FT RAD CURVE TO THE LEFT; TH NE'LY ALG SD CURVE 202.71 FT (LC BEARS N 74°06'39" E 202.86 FT) TO THE POB. CONT. 0.16 ACRES. TOTAL ACREAGE 7.58 ACRES. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Grantee acknowledges that it is familiar with and agrees to comply with all applicable local, state and federal environmental statutes, regulations and common law. Grantee agrees to indemnify, protect, defend (with counsel satisfactory to Questar) and hold Questar and its successors, assigns, parents and affiliates, and the directors, shareholders, employees, agents, and contractors of Questar and of Questar's successors, assigns, parents and affiliates harmless from any claims (including without limitation third party claims for personal injury), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorneys' fees and expenses (collectively referred to as Claims) that arise directly or indirectly from the presence, suspected presence, release or threatened release of hazardous substances, as defined in 40 C.F.R. § 302.4, including but not limited to, asbestos, polychlorinated biphenyls (PCBs), heavy metals or liquid hydrocarbons. This indemnity expressly includes any Claims that may be brought under any applicable environmental laws including, but not limited to, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Toxic Substance Control Act (TSCA), or the Occupational Safety and Health Act (OSHA). Grantee hereby expressly waives any immunity to which Grantee may otherwise be entitled under any industrial, worker's compensation or other laws with respect to this indemnification.

Notwithstanding anything herein to the contrary, the Grantor and Grantee understand and expressly agree that nothing in this quitclaim deed is intended to, nor shall alter the rights obtained by Grantor pursuant to that certain _____ dated _____ and recorded as Entry _____, Book, _____, Page _____, Davis County Recorder's Office.

WITNESS the hand of said Grantor this _____ day of _____, 20_____.

QUESTAR GAS COMPANY dba
DOMINION ENERGY UTAH

By: _____
Authorized Representative

Accepted and Agreed this _____ day of _____, 20__.

FARMINGTON CITY

By: _____
Title: _____

By: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 20__, personally appeared before me _____, who, being duly sworn, did say that he is an Authorized Representative for QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH.

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF)

On the _____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of FARMINGTON CITY, and that the foregoing instrument was signed on behalf of said city and acknowledged to me that they duly executed the same.

Notary Public



FARMINGTON CITY

H. JAMES TALBOT
ALDERS

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

DAVE MILLHEIM
CITY MANAGER

STAFF REPORT

To: Honorable Mayor and City Council
From: Ken Klinker, Planning Department
Date: February 6, 2018

SUBJECT: APPROVAL OF LONG-TERM STORMWATER MANAGEMENT AGREEMENT FORM AND DESIGNATE AUTHORITY TO APPROVE THE AGREEMENTS TO THE STORMWATER OFFICIAL

RECOMMENDATION

Approve the form for Long-Term Stormwater Management Agreements and designate authority to the Stormwater Official to sign the agreements.

BACKGROUND

The City's Utah Pollutant Discharge Elimination System (UPDES) permit with the State of Utah requires that cities enter into a recorded long-term stormwater management agreement with developers, HOAs or other entities that will be in charge of managing long-term best management practices (BMPs) at their sites. Long-term BMPs can include such things as retention ponds, vegetated swales, underground stormwater storage systems, as well as such things as parking lot maintenance and salt storage for winter snow removal.

The agreement should include standard operating procedures (SOPs) showing how these BMPs will be maintained. There is also a requirement for them to inspect the BMPs on an annual basis and provide the report to the City. And the City is required to inspect the BMPs every 5 years.

The requirement for these agreements has been in the UPDES permit since 2002, but it has not been enforced by many cities, including Farmington. At a recent audit of our stormwater program, it was pointed out that we are supposed to be requiring these agreements.

Recently the Utah Stormwater Advisory Committee (USWAC) developed a template for these agreements and the exhibits and appendices that are required as part of the agreement. I have adapted this agreement template to Farmington and have attached it for your review.

Todd Godfrey has indicated that, if the City Council approves the form, the authority to approve the permits could be designated to the Stormwater Official, who is currently Ken Klinker.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

When recorded, mail to:

Farmington City
160 S Main
Farmington, UT 84015

Affects Parcel No(s): _____

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between Farmington City, a Utah municipal corporation ("City"), and _____, a _____ ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the Farmington City Stormwater Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, *et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Stormwater Facilities, details and all appurtenances draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Planning Department and,

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long Term Stormwater Management Plan,

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long Term Stormwater Management Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenances built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate

maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed by the County Tax Assessor.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

Section 10

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

Section 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Davis County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Stormwater Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.

Section 14

Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

Section 15

Exhibit B. The Long-Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at the County Recorder but is included by reference and kept on file with the City Planning Department. Revision applications must be filed with the City of Farmington and amended into the LTSWMP on file with the Farmington City Planning Department.

LONG-TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this _____ day of _____ 20_____.

PROPERTY OWNER

By: _____ Title: _____

By: _____ Title: _____

STATE OF UTAH)

:ss.

COUNTY OF)

The above instrument was acknowledged before me by _____, this _____ day of _____, 20_____.

Notary Public
Residing in: _____
My commission expires: _____

FARMINGTON CITY

By: _____ Date: _____
Storm Water Official _____

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

The above instrument was acknowledged before me by _____, this _____ day of _____, 20_____.

Notary Public
Residing in: _____
My commission expires: _____
Attachments:

LTSWMP _____

Exhibit A: Legal Description

Exhibit B: Long-Term Stormwater Management Plan; Filed with Farmington City Planning Department

EXHIBIT A

{Include this EXHIBIT with the agreement document to be recorded. The text below that does not apply will need to be deleted along with this instruction text.}

{For properties that are not a part of a residential or commercial subdivision, provide the parcel number and a legal description for the property.}

Replace this text with the parcel #
Replace this text with the legal description

OR

{For properties that are a LOT in a commercial subdivision, provide the LOT and parcel number and refer to the recorded subdivision by the title it is recorded by in the Davis County Recorder's Office.}

Replace this text with the parcel #
Replace this text with the LOT #
Replace this text with the plat title and the township and range as it is recorded on the plat

OR

{For properties that are a private residential subdivision, refer to the recorded subdivision by the title it is recorded by in the Davis County Recorder's Office.}

All parcels of
Replace this text with the plat title and township and range as it is recorded on the plat.

EXHIBIT B

Long Term Stormwater Management Plan

for:

Insert Development Name
Address
City, State, Zip Code

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including the Farmington City Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

The waters of the state can be polluted. The LTSWMP is aimed at addressing pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT
SECTION 2: TRAINING
SECTION 3: RECORDKEEPING
SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Instructions:

- Describe site infrastructure, structural controls and any low impact development designs(LIDs) necessary to control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing pollutants. It is important the Operator, staff, service contractors and anyone else involved in onsite operations and activities understand the unique exposures, operations and infrastructure which impact the storm drain systems.
- Describe both business operations and maintenance activities that generate pollutants.
- Briefly identify the need for SOPs that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs to manage the site functions, and maintenance operations. Include the SOPs in Appendix B.
- Refer to the LTSWMP example provided as a separate download to create the site descriptions required in this Section.
- Generally most sites will have the following infrastructure listed in this Section, however, the designer is expected to add or remove descriptions to accurately represent the unique site infrastructure needing controls.

Impervious Areas, Parking, Sidewalk and Patio

[Describe the impervious infrastructure and how its presence and maintenance impacts water quality. When paved surfaces are designed to include LID infrastructure, describe the water quality benefits. Incorporating LID infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Storm Drain System

[Describe the stormwater system including surface, impoundment, conveyance system and structural water quality infrastructure and how its presence and maintenance impacts water quality. Incorporating LID designs and structural water quality devices into stormwater infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Landscaping

[Describe the vegetation and/or xeriscape infrastructure and how its presence and maintenance impacts water quality. When the landscape design includes LID infrastructure, describe the water quality benefits. Incorporating LID designs into landscape infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Waste Management

[Describe the waste management system infrastructure and how its presence and maintenance impacts water quality. When the waste control design includes LID infrastructure, describe the water quality benefits. Incorporating LID into waste control infrastructure can reduce the level of controls necessary for the SOP. Identify the necessary SOPs and include them in Appendix B]

Utility System

[Describe the utility infrastructure and how its presence and maintenance impacts water quality. Incorporating LID into the building utility infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Snow and Ice Removal Management

[Describe the snow and ice operations and how it impacts water quality. Incorporating LID designs into snow and ice removal infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Equipment / Outside Storage

[Describe any outside storage facilities or operations and how it impacts water quality. Incorporating LID designs into equipment storage infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Outdoor Functions; Yard Sale Events, Fund Raisers...

[Describe any outside operations and how those activities and management impacts water quality. Incorporating LID designs into planned outside event infrastructure can reduce the level of controls necessary for SOPs. Identify the necessary SOPs and include them in Appendix B]

Add infrastructure or operations that are unique to this site

[Describe any other site infrastructure or operations unique to this property which impacts water quality. Identify the necessary SOPs and include them in Appendix B]

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Farmington City's Storm Water Official annually.

SECTION 4: APPENDICES

Instructions:

- Include all drawings, details, SOPs and other supporting information referenced in Sections 1.
- Ensure the LTSWMP is updated with any as-built plans, details and SOP changes prior to releasing the project, and NOI.

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS

[Insert Site Drawings and Details following this page]

APPENDIX B – SOPs

[Insert SOPs following this page]

Instruction for writing SOPs

The purpose of the SOPs is to give site managers, maintenance personnel and maintenance contractor's pertinent instruction necessary to maintain the property in an environmentally responsible manner.

The focus must be to prevent debris, liquids and other pollutants from leaving the property over the surface to the storm drain system, through the air and into the ground. Operational procedures for safety and regular grooming is also recommended to be included for practicality.

Operational procedures must never allow or contribute to waste materials from potentially polluting the stormwater systems by precipitation, non-stormwater water sources or other maintenance liquids.

Maintenance schedules must be set by the site designer and personnel in control of site operations. However, schedules, SOPs and site infrastructure must be allowed to be modified based on actual site inspections, observation or other site experience. Be careful not to contradict product recommendations from water quality device manufacturers, unless warranted by the unique application as determined by the designer.

Coordinate with the property owner, or organization representative to modify existing SOPs, and create new SOPs that are necessary to adequately maintain and operate the property. The SOP must include the following components.

1. Provide instruction that directs workers to operate and maintain the property to prevent, control and contain debris, liquids and other pollutants from leaving the property.
2. Provide instruction that directs workers to dispose the waste generated by maintenance functions at licensed facilities or means consistent with MS4 regulations.
3. Provide instruction that directs the property owner for maintenance frequency and to adjust maintenance frequency based on inspections and observation.
4. Provide instruction that directs the property owner to document the effectiveness of the SOP and overall site LTSWMP at controlling and containing pollutants on the property.

The following is a SOP template for typical site infrastructure and operations. However, the designer must ensure all unique site infrastructure limitations and operations are adequately controlled which may require modification to the SOP template on an individual basis.

SOP Template

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

General template structure/outline

Operation or Maintenance item

Operation or Maintenance Frequency

Methods including but not limited to: inspections, observations, manufacturer specification, performance based, amount measurements,

Documentation including but not limited to: performance, measurements, successes, failures,

Training

Frequency, materials

Replace this text with instruction that directs the property owner to document the effectiveness/performance of the SOP relative to the site infrastructure, LID systems and structural devices at controlling and containing pollutants on the property.

Replace this text with actual training requirements.

[see example provided as a separate download]

[For existing entities, it is recommended to use existing SOPs and amend them to apply to the unique site operations and infrastructure. Then add additional SOPs that are necessary to control and contain pollutants from being exposed to the stormwater system which are not covered by the existing SOPs.]

[copy this SOP template for each unique operation necessary for the site]

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

[Insert PLAN Recordkeeping forms following this page]



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: Neil Miller, Parks and Recreation Director, Louise Odysseus Adm. Assistant
Date: January 17, 2018
SUBJECT: To change Community Art Center deposit and add a Kitchen fee.

RECOMMENDATION

By minute motion, change the Community Art Center deposit to \$200 and add a kitchen fee of \$10 per hour with a min of 2-hour reservation. The deposit will include the Kitchen and the Main Hall reservation and authorize the staff to change the fees accordingly.

BACKGROUND

The current deposit rate is \$150 for the Main Hall and \$150 for the Kitchen. We would like to consolidate these fees into one deposit fee of \$200 for both the Main Hall and the Kitchen.

In the past months we have had several reservations that do not want to pay the deposit fee for the use of the Kitchen, and then during their reservation they request that the Kitchen be opened for their use because there is currently no fee attached to the Kitchen.

We would like to add on a \$10 per hour user fee for the Kitchen at the Community Art Center. To address this issue of requesting the Kitchen upon arrival, and wear and tear on the Kitchen.

Currently in addition to the Deposit Fee, the community center user fee is \$50, with no user fee for the kitchen.

Respectfully Submitted

Neil Miller

Parks and Recreation Director

Review and Concur

Keith Johnson

Assistant City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE
CONSOLIDATED FEE SCHEDULE RELATED TO COMMUNITY CENTER
DEPOSIT AND KITCHEN FEE**

WHEREAS, the City Council has reviewed the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

WHEREAS, the City Council, upon recommendation from the City's Administrative staff, has determined that amendment of the consolidated fee schedule is necessary to amend the fee for the main hall and implement a user fee for the kitchen.

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

Section 1. Amendment. The Farmington City Consolidated Fee Schedule is hereby amended to include a user fee for the kitchen and amending the fee for the main hall. See exhibit "A" attached.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, ON THIS 6TH DAY OF FEBRUARY, 2018.**

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
H. James Talbot
Mayor

Exhibit "A"

E3. Parks & Recreation Facilities Use Fees

*Park Picnic Boweries

| | |
|--------------------------------|----------|
| Deposit | \$ 50.00 |
| Resident (per bowery) | \$ 25.00 |
| Non-resident (per bowery) | \$ 50.00 |
| Woodland Grass Area (per hour) | \$ 25.00 |

The fee for Monday thru Thursday is for unlimited time. Fees for Friday, Saturday or Sunday for residents are \$25 for the first 4 hours plus \$5.00 for each additional hour up to a maximum of \$65.00. Non-residents will pay \$50.00 for the first 4 hours plus \$10.00 for each additional hour up to a maximum of \$130.00.

Deposits must be paid at the time of reservation. Cancellations shall not be made less than 7 days before the reservation date in order to obtain a full refund. Cancellations made with less than 7 days advance notice will forfeit all fees paid, with the exception of bad weather or a lightning storm.

*Special Use Permit Fees

| | | |
|---|-----------|-----|
| Use of amplified sound | \$ 25.00 | hr. |
| Use of City athletic fields and lights | \$ 25.00 | hr. |
| Electricity for WOODLAND LAWN area | \$ 25.00 | |
| Band(s) with amplified sound | \$ 100.00 | |
| Extra electricity for blow-up toys and/or other amusement devices | \$ 25.00 | ea. |
| Animal show | \$ 25.00 | |
| Groups over 300 participants | \$ 75.00 | |

(Other special uses that may adversely affect neighboring property owners)

*Community Arts Center Rental Fees

Main Floor

Deposits (Refundable):

| | | |
|---------------------|----------------------|-----------|
| Main Hall & Kitchen | \$ 150.00 | \$ 200.00 |
| Kitchen | \$ 150.00 | |

Rental Fees:

| | | |
|---|-----------|-----|
| Main Hall (reserved in 2-hour increments) | \$ 50.00 | hr. |
| Kitchen (minimum of 2 hours) | \$ 10.00 | hr. |
| Resident (Families, receptions, etc.) | \$ 50.00 | hr. |
| Non-resident | \$ 125.00 | hr. |
| Commercial | \$ 65.00 | hr. |
| Recitals | \$ 65.00 | hr. |
| Non-profit Clubs | \$ 65.00 | hr. |

(Non-Profit Clubs or organization must be Farmington based and 75% residents.)



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

Date: January 11, 2018

SUBJECT: Increasing the fee schedule for swim lessons 2018 season.

RECOMMENDATION

By minute motion, increase the fee schedule for swim lessons from \$32 to \$35 for residents and from \$42 to \$45 for non-residents, and authorize the staff to change the fees accordingly

BACKGROUND

The last time that swim lesson fees were increased was 2014. The reason for the increase is to continue to cover employee wages and increased costs.

See Attachment

Respectfully Submitted

Neil Miller
Parks and Recreation Director

Review and Concur

Keith Johnson
Assistant City Manager

Swimming Lessons 2017

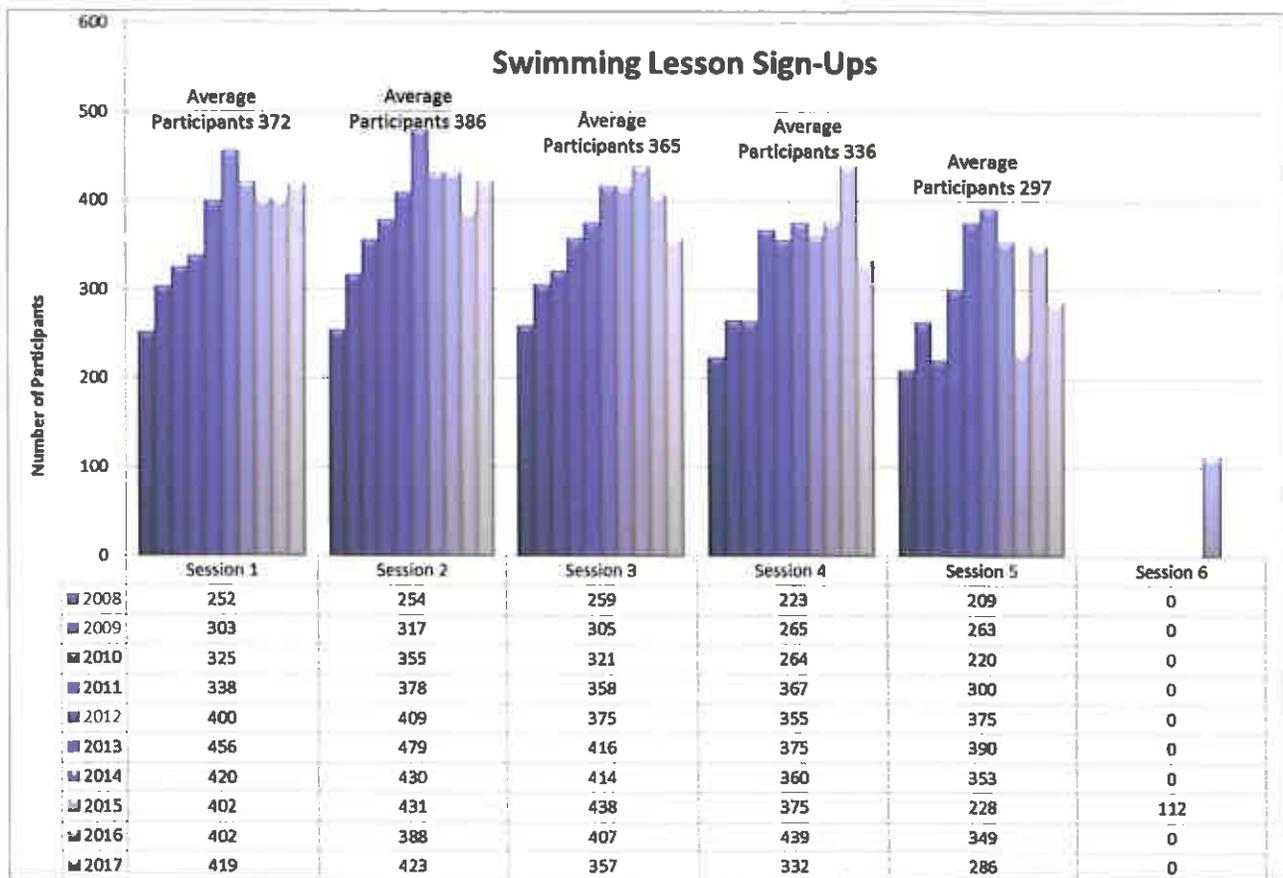
Group Lessons

| | |
|----------------------------|-------------|
| Residents enrolled | 1285 |
| Non-Residents enrolled | 532 |
| Total Group Lessons | 1817 |

***123 Less Residents than in 2016**

***45 Less Non-Residents than in 2016**

***168 Less over all student in 2017 than 2016**



RESOLUTION NO. _____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE
CONSOLIDATED FEE SCHEDULE RELATED TO SWIM LESSONS**

WHEREAS, the City Council has reviewed the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

WHEREAS, the City Council, upon recommendation from the City's Administrative staff, has determined that amendment of the consolidated fee schedule is necessary to increase the fee for swim lessons.

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

Section 1. Amendment. The Farmington City Consolidated Fee Schedule is hereby amended to include an increase in the fee for swim lessons. See exhibit "A" attached.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, ON THIS 6TH DAY OF FEBRUARY, 2018.**

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
H. James Talbot
Mayor

Exhibit "A"

Lap Swim/Water Aerobics

| | | |
|---------------------------|----|-------|
| Lap Swim | \$ | 3.00 |
| 20 Punches - Resident | \$ | 45.00 |
| 20 Punches - Non-resident | \$ | 50.00 |

Pool Rental

| | | |
|--------------|----|--------|
| Resident Fee | \$ | 350.00 |
| Nonresident | \$ | 450.00 |

Special Activities

Scout Swim Merit Badge

| | | |
|-----------------|----|-------|
| Resident | \$ | 10.00 |
| Non-resident | \$ | 15.00 |
| After 5:00 p.m. | \$ | 3.00 |

Swim Lessons

| | | |
|-------------------------|---------------------|----------|
| Residents (1-6) | \$ 32.00 | \$ 35.00 |
| Non-Residents | \$ 42.00 | \$ 45.00 |
| Parent & Tot | | |
| Residents | \$ 32.00 | \$ 35.00 |
| Non-Residents | \$ 42.00 | \$ 45.00 |
| Pre-School | | |
| Residents | \$ 32.00 | \$ 35.00 |
| Non-Residents | \$ 42.00 | \$ 45.00 |

*Recreation Activities

Softball/Baseball Field Use (2-hour minimum)

| | | |
|--|----|--------|
| Deposit | \$ | 50.00 |
| Deposit for multiple days or tournaments | \$ | 100.00 |

| | | |
|--|----|-------|
| Rental Fee (first two hours) | \$ | 25.00 |
| (\$10.00 for each additional 2 hours or part thereof thereafter) | | |

| | | |
|---|----|-----------|
| Lighting Usage (first two hours) | \$ | 25.00 hr. |
| (\$10.00 per hour or part thereof thereafter) | | |

| | | |
|------------|----|------------------|
| Field Prep | \$ | 25.00 field/time |
|------------|----|------------------|



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: February 6, 2018

**SUBJECT: DAVIS CREEK SUBDIVISION IMPROVEMENTS AGREEMENT
Escrow Deposit Account 1002671**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Ivory Development, LLC and Wells Fargo Bank, NA for the above listed development.

BACKGROUND

The bond estimate for the Davis Creek Subdivision is \$125,009.30 which includes a 10% warranty bond. Ivory Development, LLC has submitted an Escrow Deposit Form Improvements Agreement with Wells Fargo Bank, NA 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 Millheim
City Manager

Davis Creek Residential
Bond Estimate
Revised 1/11/2018

| Storm Drain | | | | | | | | | |
|---|----------|------|-------------|--------------|--------|---------------|--------------|---------|--|
| Item | Quantity | Unit | Unit Cost | Bond Amount | System | Bond Released | Current Draw | % | |
| 15" RCP Pipe CL III (Includes Bedding and Fill) | 850 | LF | \$ 38.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 18" ADS Storm Drain Pipe | 620 | LF | \$ 44.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Catch Basin Curb Inlet | 5 | EA | \$ 2,000.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 4' Manhole | 8 | EA | \$ 3,200.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 12" ADS Land Drain | 970 | LF | \$ 30.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 15" ADS Land Drain | 550 | LF | \$ 34.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 12" Nyloplast Inline Drain | 13 | EA | \$ 500.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Cleaning of Ditch | 1 | LS | \$ 2,000.00 | \$ 2,000.00 | | 0 | 0 | 0 | |
| SWPPP | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | | 0 | 0 | 0 | |
| Subtotal | | | | \$ 4,500.00 | | | | | |
| 10% Warranty Bond | | | | \$ 15,398.00 | | | | | |
| Total | | | | \$ 19,898.00 | | | | | |

| Sanitary Sewer | | | | | | | | | |
|--------------------------|----------|------|-------------|-------------|--------|---------------|--------------|---------|--|
| Item | Quantity | Unit | Unit Cost | Bond Amount | System | Bond Released | Current Draw | % | |
| Sewer Lateral | 15 | EA | \$ 1,500.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Connect to Existing | 1 | EA | \$ 2,500.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Sewer Manhole 4' | 5 | EA | \$ 3,200.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Sewer Manhole 5' | 1 | EA | \$ 3,400.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 8" SDR-35 PVC Pipe | 1420 | LF | \$ 34.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Subtotal | | | | \$ - | | | | | |
| 10% Warranty Bond | | | | \$ 9,268.00 | | | | | |
| Total | | | | \$ 9,268.00 | | | | | |

| Culinary Water | | | | | | | | | |
|-----------------------------------|----------|------|-------------|--------------|--------|---------------|--------------|---------|--|
| Item | Quantity | Unit | Unit Cost | Bond Amount | System | Bond Released | Current Draw | % | |
| Connect to Existing | 1 | EA | \$ 4,000.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 8" PVC C-900 DR 14 Culinary Water | 1395 | LF | \$ 35.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 8" Gate Valve | 4 | EA | \$ 2,000.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 8" Fittings | 5 | EA | \$ 600.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Water Lateral | 15 | EA | \$ 1,300.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Fire Hydrant | 5 | EA | \$ 4,500.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Subtotal | | | | \$ - | | | | | |
| 10% Warranty Bond | | | | \$ 10,582.50 | | | | | |
| Total | | | | \$ 10,582.50 | | | | | |

| Road Improvements | | | | | | | | | |
|--------------------------|----------|------|--------------|--------------|--------|---------------|--------------|---------|--|
| Item | Quantity | Unit | Unit Cost | Bond Amount | System | Bond Released | Current Draw | % | |
| Clear and Grub | 1 | LS | \$ 5,000.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Rough Grade | 1 | LS | \$ 7,000.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Home Demolition | 1 | LS | \$ 25,000.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Sawcut Asphalt | 0 | LF | \$ 4.00 | \$ - | | 0 | 0 | #DIV/0! | |
| Curb and Gutter w/ Base | 2930 | LF | \$ 20.00 | \$ - | | 0 | 0 | #DIV/0! | |
| 4' Sidewalk w/ Base | 9800 | SF | \$ 5.00 | \$ 49,000.00 | | 0 | 0 | 0 | |
| ADA Ramp | 4 | EA | \$ 800.00 | \$ 3,200.00 | | 0 | 0 | 0 | |
| 12" Road Base | 47160 | SF | \$ 1.60 | \$ - | | 0 | 0 | #DIV/0! | |
| 3" Asphalt Road | 39600 | SF | \$ 2.10 | \$ - | | 0 | 0 | #DIV/0! | |
| 4" Asphalt Road | 7560 | SF | \$ 3.20 | \$ - | | 0 | 0 | #DIV/0! | |
| Subtotal | | | | \$ 52,200.00 | | | | | |
| 10% Warranty Bond | | | | \$ 33,060.80 | | | | | |
| Total | | | | \$ 85,260.80 | | | | | |

| | | | | | | | | | |
|-------------------|--|--|--|---------------|--|--|--|--|--|
| Total Bond | | | | \$ 125,009.30 | | | | | |
|-------------------|--|--|--|---------------|--|--|--|--|--|

| Cash Deposits | | | | |
|---------------|----------|------|-------------|--------------|
| Item | Quantity | Unit | Unit Cost | Bond Amount |
| Slurry Seal | 47160 | SF | \$ 0.20 | \$ 9,432.00 |
| Street Signs | 4 | EA | \$ 300.00 | \$ 1,200.00 |
| Street Lights | 5 | EA | \$ 3,200.00 | \$ 16,000.00 |

**FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(ESCROW DEPOSIT FORM)**

THIS AGREEMENT is made by and between Ivory Development LLC (hereinafter "Developer"), whose address is 978 E Woodoak Lane SLC, UT 84117, 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 Wells Fargo Bank, N.A. a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 299 S. Main Street, Suite 600 SLC, UT 84111, (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 Davis Creek, located at approximately 475 W Glovers Lane in Farmington City, and

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 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. Escrow. The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$125,009.30 (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 100267. 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 ____ day of _____, 20__.

DEVELOPER:

By: [Signature]

Its: Secretary

DEPOSITORY:

By: [Signature]

Its: Vice President

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

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)
COUNTY OF Salt Lake : ss.

On this 17 day of January, 2018, personally appeared before me Kevin Anglesey who being by me duly sworn did say that he or she is the Secretary of Ivory Development a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Donna Perkins
NOTARY PUBLIC
Residing in Salt Lake County, Salt Lake.



DEPOSITORY ACKNOWLEDGEMENT

STATE OF UTAH)
)
) : ss.
COUNTY OF Salt Lake)

On this 17 day of January, 2018, personally appeared before me Mark Lemon, who being duly sworn did say that he/she is the Vice President of Wells Fargo Bank a _____ 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.

Donna Perkins

NOTARY PUBLIC
Residing in Salt Lake County Salt Lake



CITY ACKNOWLEDGEMENT

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

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 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

CITY COUNCIL AGENDA

For Council Meeting:
February 6, 2018

SUBJECT: City Manager Report

1. Fire Monthly Activity Report for December
2. Executive Summary for Planning Commission held January 18th
3. Update on Proposed Legislation for Transportation Reinvestment Zones
4. FY2018/2019 Budget Process Schedule
Note: April 17th Meeting
5. Update on New Hours at Gym
6. HB247 Amusement Ride Safety Inspections
7. Farmington Based Paramedic/Rescue Unit Justification
8. Joint PC/CC Work Session on February 20th with Tax Consultant

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



Farmington City Fire Department

Monthly Activity Report



December 2017



Emergency Services

Fire / Rescue Related Calls: 24

All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance / EMS Related Calls: 67 / Transported 47 (70%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to Adequately Staff: 1 (1%)

On-Duty Crew / Shift Dynamic Data / December 1st – 31st

Incident / On-Scene Hours / Month Total: 24.3 Hrs. (Approximate 97 Man Hours)

EMS Transport / Turn-Around Hours / Month Total: 94 Hrs. (Approximate 188 Man Hours)

Urgent EMS Related Response Times (AVG): 5.26 Min/Sec GOAL 5 minutes or less (+0.26)

Urgent Fire Related Response Times (AVG): 6.39 Min/Sec GOAL 5 minutes or less (+1.39)

Part-Time Man-Hours (based on the following 28-day (Two Pay Periods Dec 12th, and Dec 28th)

Part-Time Shift Staffing: 1,425 Budgeted 1,344 Variance + 81

Part-Time Secretary: 100 Budgeted 100 Variance + 0

Part-Time Fire Marshal: 85 Budgeted 80 Variance + 5

Part-Time Fire Inspector: 0 Budgeted 75 Variance - 75

Full-Time Captains x3 & Engineers x2: N/A 48/96 Hour Schedule Overtime + 24

Full-Time Fire Chief: N/A Salary Exempt

Training & Drills: 108 1542 (YTD)

Emergency Callbacks: 17 FIRE 2.5Hrs. / EMS 14.5 Hrs. (YTD) 1,290

Special Event Hours: 0 98.5 (YTD)

Total PT Staffing Hours: 1740 26,072 (YTD)

Monthly Revenues & Grant Activity YTD

Ambulance (2017):

| | Month | Calendar Year | FY 2018 |
|------------------------------------|--------------------|----------------------|--------------------|
| Ambulance Services Billed | \$76,053.60 | \$768,752.96 | \$153,153.16 |
| Ambulance Billing Collected | \$45,175.04 | \$484,495.06 | \$63,890.78 |
| Variances: | \$30,878.56 | \$284,257.90 | \$89,262.38 |
| Collection Percentages | 59% | 63% | 42% |

Grants / Assistance / Donations

Grants Applied For:

NONE **\$0** **\$13,200 YTD**

Grants / Funds Received / Donations / Awarded:

NONE **\$0** **\$16,619 YTD**

Department Training & Man Hours

| | |
|---|----|
| Officers Monthly Meeting & Training | 15 |
| Shift Drill #1 – EMS– SIDS | 24 |
| Shift Drill #3 – FIRE – Hydrogen Sulfide | 24 |
| Shift Drill #4 – EMS – Cold Weather Emergencies | 24 |
| Shift Drill #5 – FIRE – Wellness & Fitness | 24 |

Total Training / Actual Hours Attended: **138** **2,162 HRS YTD**

Fire Prevention & Inspection Activities

| | | |
|---|----------------|----------------|
| | QTY | |
| New Business Inspections: | 12 | |
| Existing Business Inspections: | 10 | |
| Re-Inspections: | 15 | |
| Fire Plan Reviews & Related: | 45 | |
| Consultations & Construction Meetings: | 15 Hrs. | |
| Station Tours & Public Education Sessions: | 9 | 194 YTD |

Health, Wellness & Safety Activities

| | | |
|--|-------------|--------------|
| | QTY | |
| Reportable Injuries: NONE | 0 | 3 YTD |
| Physical Fitness / Gym Membership Participation % | 100% | |
| Chaplaincy Events: | 1 | |

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals: **1** **6 YTD**

Additional / Overview Narrative:

Emergent response times averaged six minutes for both Fire and EMS incidents. The very mild weather contributed to a reduced traumatic call volume on the roadways - hope this continues. Only one call resulted in "no-staffing" or "short-staffing" of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). 70% of all Ambulance calls resulted in transporting patients to local hospitals. Collections of Ambulance & Transport revenues continue with little predictability due to collection & mandated billing variables. Extra part-time hours applied to cover scheduled full-time vacation hours.

FFD received another deployment request to California; however, did not participate due to proximity of Christmas in addition to firefighters paying for fuel and food out of their own pockets. As stated in previous reports, these deployment requests have become more frequent and come well compensated. Department training encompassed a variety of Fire & EMS topics to include: Sudden Infant Death Syndrome, Hydrogen Sulfide Emergencies, Cold Weather Emergencies and Wellness & Fitness Expectations. City growth and development continue to tax our abilities to maintain plan reviews and inspections. We are working very hard to keep up with demands. FFD, association members and family members participated in various community events to include the annual "Breakfast with Santa" at Harmons. Firefighters cooked breakfast for hundreds of people to help raise money for the Vista School in Farmington. Farmington FD also collected hundreds of coats and clothing items for the less fortunate via "Operation Cover-up". FFD also recognized several employees during the annual FD Association Christmas Party as follows:



| | | |
|-----------------------------------|---|-----------------------|
| EMS Provider of the Year: | Part-Time Firefighter / Advanced EMT | Sheena Hardman |
| Firefighter of the Year: | Part-Time Firefighter / Advanced EMT | Nathan Judson |
| Fire Engineer of the Year: | Full-Time Fire Engineer / Advanced EMT | Dave Olson |
| Officer of the Year: | Part-Time Specialist / Paramedic | Matthew Cooper |

A Few Basic 2017 Statistics

1236 Emergency Calls from Farmington Fire Station. 540 Ambulance Transports to Hospitals. 21 Air Ambulance Transports. 9 Canyon Rescue Calls. 194 Station Tours & Public Education Events. 14 Mutual-Aid Events Given (Working Fires). 6 Mutual-Aid Events Received (Working Fires). 29 (2.3%) Missed Calls (passed onto other agencies). 238 (19.29%) Overlapped Calls. Over 800 Hours of Incident On-Scene Time. 2,162 Hours of Ongoing Training. Hundreds of Life Safety Inspections & Pre-Plans Completed.

A special thanks to our elected officials for the continued support over the past 110 years!

Please feel free to contact myself at your convenience with questions, comments or concerns: Office (801) 939-9260 or email gsmith@farmington.utah.gov

Guido Smith
Fire Chief



- PRIDE IN FARMINGTON -

110 YEARS OF DEDICATED EMERGENCY SERVICES 1907 - 2017





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: Eric Anderson – City Planner
Date: February 6, 2018
SUBJECT: EXECUTIVE SUMMARY – PLANNING COMMISSION – JANUARY 18, 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 Brett Gallacher, Rulon Homer, Connie Deianni, and Roger Child. Commissioners Kent Hinckley and Alex Leeman were excused.

Item 3 Lew Swain – Applicant is requesting preliminary plat and a recommendation for final PUD master plan approval of the proposed Swain PUD Subdivision consisting of 10 lots on 3.45 acres of property located at approximately 400 West and 1400 North in an LR-F (Large Residential Foothill) zone. (S-9-17)

Voted to approve the preliminary plat and recommend the final PUD master plan as written in the staff report.

Vote: 4-0

Item 4 Adam Nash / Growth Aid LLC (Public Hearing) – Applicant is requesting an amendment to the Farmington Greens PUD and related development agreement further defining setbacks and uses related to the commercial property located at the southeast corner of 1525 West and Clark Lane. (M-7-17)

Voted to table the item to give staff time to review a possible height limit to the building, and to review additional retail uses ancillary to the storage unit commercial use.

Vote: 4-0

Item 5a Royd Waters (Public Hearing) – Applicant is requesting special exception approval for a lot split on .39 acres of property located at 95 W. State Street in an R-4 (Multi Family Residential) zone. (M-1-18)

Voted to approve the special exception as written in the staff report.

Vote: 4-0

Respectfully Submitted



Eric Anderson
City Planner

Review & Concur



Dave Millheim
City Manager

311 in the joint or cooperative undertaking;

312 (c) the functions to be performed by the joint or cooperative undertaking; and

313 (d) the powers of the joint administrator.

314 (2) The creation, operation, governance, and fiscal procedures of a joint or cooperative
315 undertaking are governed by this chapter.

316 Section 5. Section 11-13-227 is enacted to read:

317 **11-13-227. Transportation reinvestment zones.**

318 (1) Subject to the provisions of this part, any two or more public agencies may enter
319 into an agreement with one another to create a transportation reinvestment zone as described in
320 this section.

321 (2) To create a transportation reinvestment zone, two or more public agencies shall:

322 (a) define the transportation infrastructure need and proposed improvement;

323 (b) define the boundaries of the zone;

324 (c) establish a base year to calculate the increase of property tax revenue within the
325 zone;

326 (d) establish terms for sharing any increase in property tax revenue within the zone;

327 and

328 (e) before an agreement is approved as required in Section 11-13-202.5, hold a public
329 hearing regarding the details of the proposed transportation reinvestment zone.

330 (3) Any agreement to establish a transportation reinvestment zone is subject to the
331 requirements of Sections 11-13-202, 11-13-202.5, 11-13-206, and 11-13-207.

332 (4) Each public agency that is party to a agreement under this section shall annually
333 publish a report including a statement of the increased tax revenue and the expenditures made
334 in accordance with the agreement.

335 (5) If any surplus revenue remains in a tax revenue account created as part of a
336 transportation reinvestment zone agreement, the parties may use the surplus for other purposes
337 as determined by agreement of the parties.

338 Section 6. Section 17B-1-301 is amended to read:

339 **17B-1-301. Board of trustees duties and powers.**

340 (1) (a) Each local district shall be governed by a board of trustees which shall manage
341 and conduct the business and affairs of the district and shall determine all questions of district

**FARMINGTON CITY BUDGET FY 2018 REVIEW & FY 2019 APPROVAL
PROCESS
TENTATIVE SCHEDULE**

March 2nd - Departments/Committees - Submit budgets.

March 5 - March 23

- Revenue Projections(Notify County if property taxes could increase in March)
- Separate department head work sessions with Dave, Keith & Mayor.
- Inputting/preparation of budget requests.

March 26 - April 9 - Budget analysis / budget development / Preparation - Dave, Keith & Mayor.

April 17 - 5:00 to 9:00 p.m. Budget Work session - Governing Body - Dave & Keith

- Dept Head Presentations
- Fund Balance Analysis - Revenues and Expenditures
- Overview of Operating Expenses
- Review Personnel Issues
- Review of Draft Budget Message

May 1 - Regular City Council Meeting,

- Acceptance and adoption of tentative budget.
- **Set Date (June 19, 2018) for public hearing.**

May 8 - 6:00 to 9:00 p.m. Budget work session - Governing Body - Dave & Keith

- Fund Balance Analysis - Revenues and Expenditures
- Capital Equipment Improvements
- Staffing and Personnel Issues
- Capital Projects
- Enterprise Funds
- Debt Service
- RDA / MDA

May 15 - Regular City Council Meeting **6:00 p.m.** Budget work session (only If needed).

May 22 - 6:00 to 9:00 p.m. Budget work session - Governing Body - **ONLY IF NEEDED**
Dave & Keith

May 24, May 31 - Publish Notice of Budget Hearing

June 5 - Regular City Council Meeting

June 19 - Regular City Council Meeting - **6:00 - 6:30** Budget Work session

Hold Public Hearing. Amend FY 2018 and adopt FY 2019 Budget.

- Adopt Modified FY 2018 Budget.
- Adopt FY 2019 Budget
- Set Certified Tax Rate
- Adopt Ordinance on Public Officials/Employee Compensation
- Presentation of proposed budget and Budget Message to Governing Body with Draft for Press.
- Fund Balance Analysis - Revenues and Expenditures

- 28 during the operation of an amusement ride;
- 29 ▶ addresses enforcement of the provisions of this bill; and
- 30 ▶ makes technical and conforming changes.

31 **Money Appropriated in this Bill:**

32 None

33 **Other Special Clauses:**

34 None

35 **Utah Code Sections Affected:**

36 **AMENDS:**

37 **34A-1-202**, as last amended by Laws of Utah 2013, Chapter 413

38 **63J-1-602.2**, as last amended by Laws of Utah 2015, Chapters 86, 93, and 189

39 **ENACTS:**

40 **34A-12-101**, Utah Code Annotated 1953

41 **34A-12-102**, Utah Code Annotated 1953

42 **34A-12-103**, Utah Code Annotated 1953

43 **34A-12-201**, Utah Code Annotated 1953

44 **34A-12-202**, Utah Code Annotated 1953

45 **34A-12-203**, Utah Code Annotated 1953

46 **34A-12-204**, Utah Code Annotated 1953

47 **34A-12-205**, Utah Code Annotated 1953

48 **34A-12-301**, Utah Code Annotated 1953

49 **34A-12-302**, Utah Code Annotated 1953

50 **34A-12-303**, Utah Code Annotated 1953

51 **34A-12-304**, Utah Code Annotated 1953

52 **34A-12-401**, Utah Code Annotated 1953

53 **34A-12-402**, Utah Code Annotated 1953

54

55 *Be it enacted by the Legislature of the state of Utah:*

56 Section 1. Section **34A-1-202** is amended to read:

57 **34A-1-202. Divisions and office – Creation – Duties – Labor Relations Board,**
58 **Appeals Board, councils, and panel.**

59 (1) There is created within the commission the following divisions and ~~[office]~~ offices:

60 (a) the Division of Industrial Accidents that shall administer the regulatory
61 requirements of this title concerning industrial accidents and occupational disease;

62 (b) the Division of Occupational Safety and Health that shall administer the regulatory
63 requirements of Chapter 6, Utah Occupational Safety and Health Act;

64 (c) the Division of Boiler and Elevator Safety that shall administer the regulatory
65 requirements of Chapter 7, Safety;

66 (d) the Division of Antidiscrimination and Labor that shall administer the regulatory
67 requirements of:

68 (i) Title 34, Labor in General, when specified by statute;

69 (ii) Chapter 5, Utah Antidiscrimination Act;

70 (iii) this title, when specified by statute; and

71 (iv) Title 57, Chapter 21, Utah Fair Housing Act;

72 (e) the Division of Adjudication that shall adjudicate claims or actions brought under
73 this title; ~~[and]~~

74 (f) the Utah Office of Amusement Ride Safety created in Section 34A-12-201; and

75 ~~[(f)] (g) the Utah Office of Coal Mine Safety created in Section 40-2-201.~~

76 (2) In addition to the divisions created under this section, within the commission are
77 the following:

78 (a) the Labor Relations Board created in Section 34-20-3;

79 (b) the Appeals Board created in Section 34A-1-205; and

80 (c) the following program advisory councils:

81 (i) the workers' compensation advisory council created in Section 34A-2-107;

82 (ii) the Mine Safety Technical Advisory Council created in Section 40-2-203; and

83 (iii) the Coal Miner Certification Panel created in Section 40-2-204.

84 (3) In addition to the responsibilities described in this section, the commissioner may
85 assign to a division a responsibility granted to the commission by law.

86 Section 2. Section 34A-12-101 is enacted to read:

87 **CHAPTER 12. AMUSEMENT RIDE SAFETY STANDARDS ACT**

88 **Part 1. General Provisions**

89 **34A-12-101. Title.**

90 This chapter is known as the "Amusement Ride Safety Standards Act."
91 Section 3. Section 34A-12-102 is enacted to read:
92 **34A-12-102. Definitions.**
93 As used in this chapter:
94 (1) "Account" means the Amusement Ride Safety Account created in Section
95 34A-12-203.
96 (2) (a) "Amusement ride" means a mechanical device that, for the purpose of giving the
97 passenger amusement, pleasure, thrills, or excitement:
98 (i) carries one or more passengers along, around, or over a fixed or restricted course or
99 a defined area; or
100 (ii) allows a passenger to steer or guide the device within an established area.
101 (b) "Amusement ride" includes a roller coaster, whip, ferris wheel, reverse bungee, and
102 merry-go-round.
103 (c) "Amusement ride" does not include:
104 (i) a water slide, wave pool, or other device that totally or partially immerses an
105 individual in water;
106 (ii) a coin operated ride that:
107 (A) is manually, mechanically, or electrically operated;
108 (B) is customarily placed in a public location; and
109 (C) does not normally require the supervision or services of an operator;
110 (iii) nonmechanized playground equipment, including a swing, seasaw, stationary
111 spring-mounted animal feature, rider-propelled merry-go-round, climber, playground slide,
112 trampoline, and physical fitness device;
113 (iv) an inflatable device;
114 (v) except as provided in Subsection (2)(b), a bungee;
115 (vi) a zipline;
116 (vii) a challenge, exercise, or obstacle course; or
117 (viii) a passenger ropeway as defined in Section 72-11-102.
118 (3) "Annual amusement ride permit" means a permit issued by the commission in
119 accordance with Section 34A-12-301.
120 (4) "Certificate of compliance" means a certificate that meets the requirements

121 described in Subsection 34A-12-301(2)(e) and any applicable rules.

122 (5) "Director" means the director of the Utah Office of Amusement Ride Safety
123 appointed under Section 34A-12-202.

124 (6) "Medical treatment" does not include:

125 (a) first aid treatment; or

126 (b) one-time treatment and subsequent observation of a minor injury that does not
127 ordinarily require medical care, including a minor scratch, cut, burn, or splinter.

128 (7) "Mobile amusement ride" means an amusement ride that is designed or adapted to
129 be moved from one location to another and is not fixed at a single location.

130 (8) "Office" means the Utah Office of Amusement Ride Safety created in Section
131 34A-12-201.

132 (9) "Operator" means a person who owns, manages, or controls, or who has the duty to
133 manage or control, the operation of an amusement ride.

134 (10) "Permanent amusement ride" means an amusement ride that is not a mobile
135 amusement ride.

136 (11) "Qualified inspector" means an individual who holds a valid qualified inspector
137 certification, regardless of whether the individual is an employee or independent contractor of
138 an operator.

139 (12) "Qualified inspector certification" means a certification issued by the commission
140 in accordance with Section 34A-12-205.

141 (13) "Reportable injury" means an injury that:

142 (a) results in death; or

143 (b) requires medical treatment administered by a physician or licensed professional
144 personnel under the standing orders of a physician.

145 (14) "Severe injury" means a reportable injury that involves death or dismemberment.

146 Section 4. Section 34A-12-103 is enacted to read:

147 **34A-12-103. Scope and administration – Effect on other laws.**

148 (1) The provisions of this chapter apply to any amusement ride in the state.

149 (2) In accordance with the provisions of this chapter, the commission:

150 (a) shall administer this chapter with the assistance of the office; and

151 (b) has jurisdiction over any amusement ride in the state.

152 (3) The provisions of this chapter do not affect the provisions of Section 78B-4-507.
153 Section 5. Section 34A-12-201 is enacted to read:

154 **Part 2. Utah Office of Amusement Ride Safety**

155 **34A-12-201. Utah Office of Amusement Ride Safety created.**

156 (1) There is created within the commission the Utah Office of Amusement Ride Safety.

157 (2) The office, under the direction of the commissioner or the commissioner's designee,
158 shall assist the commission in administering this chapter.

159 Section 6. Section 34A-12-202 is enacted to read:

160 **34A-12-202. Appointment of director.**

161 (1) The director is the chief officer of the office and serves as the administrative head
162 of the office.

163 (2) (a) The commissioner shall appoint the director.

164 (b) The commissioner may remove the director at the commissioner's will.

165 (3) The director shall:

166 (a) be experienced in administration and possess additional qualifications as
167 determined by the commissioner; and

168 (b) receive compensation in accordance with Title 67, Chapter 19, Utah State
169 Personnel Management Act.

170 Section 7. Section 34A-12-203 is enacted to read:

171 **34A-12-203. Amusement Ride Safety Account.**

172 (1) There is created in the General Fund a restricted account known as the "Amusement
173 Ride Safety Account."

174 (2) (a) The account is funded from:

175 (i) fees collected by the commission under this chapter; and

176 (ii) money appropriated from the Legislature.

177 (b) Appropriations made from the account are nonlapsing.

178 (3) The commission may use the money deposited in the account to pay for the
179 administration of this chapter.

180 Section 8. Section 34A-12-204 is enacted to read:

181 **34A-12-204. Rulemaking.**

182 In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, and the

- 183 provisions of this chapter, the commission shall make rules:
- 184 (1) establishing:
- 185 (a) the form of an application and a renewal application for:
- 186 (i) a qualified inspector certification; and
- 187 (ii) an annual amusement ride permit;
- 188 (b) the procedure to apply for and renew:
- 189 (i) a qualified inspector certification; and
- 190 (ii) an annual amusement ride permit;
- 191 (c) safety standards for amusement rides;
- 192 (d) requirements for a qualified inspector's in-person inspection of an amusement ride;
- 193 (e) the form of a report of a reportable injury to the commission;
- 194 (f) the procedure for reporting a reportable injury to the commission;
- 195 (g) the procedure to suspend and revoke:
- 196 (i) a qualified inspector certification; and
- 197 (ii) an annual amusement ride permit;
- 198 (h) requirements and a process for resuming operation of an amusement ride following
- 199 a severe injury;
- 200 (i) a retention schedule that applies to each qualified inspector for records related to a
- 201 qualified inspector's duties under this chapter; and
- 202 (j) a retention schedule that applies to each operator for records related to an operator's
- 203 duties under this chapter;
- 204 (2) adopting nationally recognized standards for individuals who inspect amusement
- 205 rides;
- 206 (3) defining the information necessary to complete an application for and a renewal of:
- 207 (a) a qualified inspector certification; and
- 208 (b) an annual amusement ride permit; and
- 209 (4) governing the acceptance of an out-of-state inspection in lieu of a certificate of
- 210 compliance under Subsection 34A-12-301(6).
- 211 Section 9. Section 34A-12-205 is enacted to read:
- 212 **34A-12-205. Certification of inspectors.**
- 213 (1) To become a qualified inspector, an individual shall obtain and maintain a qualified

214 inspector certification from the commission in accordance with this section.

215 (2) Upon application to the commission, in a form prescribed by the commission, the
216 commission shall issue a qualified inspector certification to an individual if the individual
217 meets nationally recognized standards for individuals who inspect amusement rides, as adopted
218 by rule under Section 34A-12-204.

219 (3) The commission shall charge a fee of \$20 for an application for or renewal of a
220 qualified inspector certification.

221 (4) A qualified inspector certification expires two years after the day on which the
222 commission issues the qualified inspector certification.

223 (5) In accordance with Title 63G, Chapter 4, Administrative Procedures Act, the
224 commission may suspend or revoke a qualified inspector certification if an individual fails to
225 satisfy a requirement of this section or any applicable rule.

226 Section 10. Section 34A-12-301 is enacted to read:

227 **Part 3. Amusement Ride Safety**

228 **34A-12-301. Requirements for operation.**

229 (1) Beginning on March 1, 2019, a person may not operate an amusement ride in the
230 state unless the person obtains an annual amusement ride permit under this section.

231 (2) To obtain or renew an annual amusement ride permit, an operator shall submit an
232 application to the commission that contains the following information and is in a form
233 prescribed by the commission:

234 (a) the operator's name and address;

235 (b) a description of the ride, including the manufacturer's name, the serial number, and
236 the model number;

237 (c) for a permanent amusement ride, the location of the amusement ride;

238 (d) for a mobile amusement ride, for the duration of the annual amusement ride permit:

239 (i) each location in the state where the operator intends to operate the amusement ride;

240 (ii) the date on which the operator intends to set up the amusement ride at each location
241 described in Subsection (2)(d)(i); and

242 (iii) the first date on which the operator intends to operate the amusement ride at each
243 location described in Subsection (2)(d)(i);

244 (e) subject to Subsection (3)(a), a certificate of compliance that:

- 245 (i) states that no more than 90 days before the day on which the operator submits the
246 application or renewal, a qualified inspector performed an in-person inspection of the
247 amusement ride;
- 248 (ii) states the date on which the qualified inspector performed the in-person inspection;
249 (iii) certifies that at the time of the in-person inspection, the amusement ride satisfied
250 the safety standards described in Section 34A-12-302 and established by commission rule;
251 (iv) is signed by the qualified inspector that performed the in-person inspection; and
252 (v) is in a form prescribed by the commission;
- 253 (f) proof of compliance with the insurance requirement described in Section
254 34A-12-303;
- 255 (g) consent to audit and right of entry by the commission in accordance with Section
256 34A-12-401; and
- 257 (h) a fee of \$30.
- 258 (3) (a) An operator satisfies the certificate of compliance requirement described in
259 Subsection (2)(e) if the operator presents satisfactory evidence that no more than 90 days
260 before the day on which the operator submits the application or renewal, the amusement ride
261 was inspected in another state:
- 262 (i) by a person with at least equivalent qualifications to a qualified inspector;
263 (ii) using standards at least as stringent as the standards required under this chapter and
264 any applicable rules; and
- 265 (iii) as part of a state regulated inspection program.
- 266 (b) A qualified inspector employed by the operator may complete the in-person
267 inspection described in Subsection (2)(e).
- 268 (4) The commission shall grant an annual amusement ride permit for each amusement
269 ride for which the operator submits a complete application that satisfies the requirements
270 described in this chapter and any applicable rules.
- 271 (5) An annual amusement ride permit expires one year after the day on which the
272 commission issues the annual amusement ride permit.
- 273 (6) For each amusement ride, the operator shall maintain a copy of a current annual
274 amusement ride permit and readily make the copy available to a person upon request.
- 275 Section 11. Section 34A-12-302 is enacted to read:

276 **34A-12-302. Safety standards.**

277 (1) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the
278 commission shall make rules that establish safety standards for amusement rides:

279 (a) to ensure safety in design, construction, and operation; and

280 (b) subject to Subsection (2), that are consistent with the most recent standards adopted
281 by the ASTM International Committee F24 as of May 8, 2018.

282 (2) The commission may modify or update the standards described in Subsection (1)(b)
283 consistent with nationally recognized safety standards for amusement rides.

284 Section 12. Section **34A-12-303** is enacted to read:

285 **34A-12-303. Insurance.**

286 An operator of an amusement ride shall carry liability insurance coverage in at least the
287 following amounts:

288 (1) \$1,000,000 for bodily injury and \$500,000 for property damage per occurrence; or

289 (2) \$1,500,000 per occurrence combined single limit.

290 Section 13. Section **34A-12-304** is enacted to read:

291 **34A-12-304. Reporting and shutdown certain injuries.**

292 (1) (a) In accordance with commission rule, an operator shall report each reportable
293 injury to the commission.

294 (b) An operator shall include the following information in a report described in
295 Subsection (1)(a):

296 (i) the operator's name and contact information;

297 (ii) the location of the amusement ride at the time the reportable injury occurred;

298 (iii) a description of:

299 (A) the amusement ride;

300 (B) the event that caused the reportable injury; and

301 (C) the nature of the reportable injury; and

302 (iv) any other information required by commission rule.

303 (2) An operator shall make a report described in Subsection (1):

304 (a) for a severe injury, within eight hours after the severe injury occurs; or

305 (b) for a reportable injury that is not a severe injury, within 24 hours after the
306 reportable injury occurs.

307 (3) After a severe injury occurs, the operator may not operate the amusement ride until
308 the operator receives written authorization from the commission to resume operation.

309 Section 14. Section 34A-12-401 is enacted to read:

310 **Part 4. Enforcement**

311 **34A-12-401. Inspection and audit -- Right of entry.**

312 (1) (a) The commission or the commission's representative, upon presenting
313 appropriate credentials to the owner, operator, or agent in charge, may enter a premises where
314 an amusement ride is located for the purpose of:

315 (i) inspecting the amusement ride and auditing compliance with the provisions of this
316 chapter and any applicable rules; or

317 (ii) investigating a reportable injury in accordance with Section [34A-12-304](#).

318 (b) If an owner, operator, or agent in charge refuses the commission or the
319 commission's agent right of entry under Subsection (1)(a), the commission may seek a warrant
320 in accordance with the Utah Rules of Criminal Procedure.

321 (2) (a) The commission or the commission's representative may require the attendance
322 and testimony of witnesses and the production of evidence under oath.

323 (b) A witness shall receive fees and mileage in accordance with Section [78B-1-119](#).

324 (c) If a person fails or refuses to obey an order of the commission to appear, upon
325 petition by the commission, a district court where the person is found, resides, or transacts
326 business may issue an order requiring the person to:

327 (i) appear to produce evidence; and

328 (ii) give testimony relating to the matter under investigation or in question.

329 Section 15. Section 34A-12-402 is enacted to read:

330 **34A-12-402. Penalty for violation.**

331 (1) If an operator violates a provision of this chapter with respect to an amusement
332 ride, in accordance with Title 63G, Chapter 4, Administrative Procedures Act, the commission
333 may suspend or revoke the operator's annual amusement ride permit for the amusement ride.

334 (2) Upon a violation of a provision of this chapter, the commission may file an action
335 in district court to enjoin the operation of an amusement ride.

336 Section 16. Section 63J-1-602.2 is amended to read:

337 **63J-1-602.2. List of nonlapsing funds and accounts -- Title 31 through Title 45.**

- 338 (1) Appropriations from the Technology Development Restricted Account created in
339 Section 31A-3-104.
- 340 (2) Appropriations from the Criminal Background Check Restricted Account created in
341 Section 31A-3-105.
- 342 (3) Appropriations from the Captive Insurance Restricted Account created in Section
343 31A-3-304, except to the extent that Section 31A-3-304 makes the money received under that
344 section free revenue.
- 345 (4) Appropriations from the Title Licensee Enforcement Restricted Account created in
346 Section 31A-23a-415.
- 347 (5) Appropriations from the Health Insurance Actuarial Review Restricted Account
348 created in Section 31A-30-115.
- 349 (6) Appropriations from the Insurance Fraud Investigation Restricted Account created
350 in Section 31A-31-108.
- 351 (7) Appropriations from the Underage Drinking Prevention Media and Education
352 Campaign Restricted Account created in Section 32B-2-306.
- 353 (8) Appropriations from the Amusement Ride Safety Account created in Section
354 34A-12-203.
- 355 [~~(8)~~] (9) Funding for the General Assistance program administered by the Department
356 of Workforce Services, as provided in Section 35A-3-401.
- 357 [~~(9)~~] (10) The Youth Development Organization Restricted Account created in Section
358 35A-8-1903.
- 359 [~~(10)~~] (11) The Youth Character Organization Restricted Account created in Section
360 35A-8-2003.
- 361 [~~(11)~~] (12) Funding for a new program or agency that is designated as nonlapsing under
362 Section 36-24-101.
- 363 [~~(12)~~] (13) Appropriations to the Utah National Guard, created in Title 39, Militia and
364 Armories.
- 365 [~~(13)~~] (14) Appropriations from the Oil and Gas Conservation Account created in
366 Section 40-6-14.5.
- 367 [~~(14)~~] (15) Appropriations from the Electronic Payment Fee Restricted Account
368 created by Section 41-1a-121 to the Motor Vehicle Division.

369 [~~(15)~~] (16) Funds available to the Tax Commission under Section 41-1a-1201 for the:
370 (a) purchase and distribution of license plates and decals; and
371 (b) administration and enforcement of motor vehicle registration requirements.
372 [~~(16)~~] (17) Appropriations from the Motor Vehicle Enforcement Division Temporary
373 Permit Restricted Account created by Section 41-3-110 to the Tax Commission.

Legislative Review Note
Office of Legislative Research and General Counsel

Farmington Based Paramedic / Rescue Unit Justification

(In the event DCSO turns over the Paramedic to local agencies)

Preliminary Discussion Note

For many decades our community has contracted Paramedic services through the Sheriff's Office located within Farmington City. The Davis County Commissioners Office is in the process of evaluating the viability of Law Enforcement and Paramedic services it currently provides throughout the county. Although there are a lot of variables in this equation, I believe we (Farmington City Administration) should evaluate our need to maintain Paramedic services within Farmington and be prepared to go after one of the Paramedic licensures and associated coffer funding. In the event DCSO turns over the program to local agencies, we should expect extreme competition from other agencies and therefore have a predetermined decision and game plan prior to such event.

Our community stands to lose the most compared to other cities if it does not keep at least one (1) Paramedic unit within Farmington. Currently, our community receives Paramedic services from four (4) licensed Paramedic units based within our city. I have listed several concerns associated with discontinuing Paramedic services based within Farmington:

- **Delayed Paramedic Response Times.** If Farmington contracted with other cities or agencies outside of Farmington, response times would be extended by as much as 15 minutes.
- **Financial Loss.** We would miss the opportunity to capture hundreds of thousands of dollars annually as follows: 300K+ in Coffer funds / 25K+ in contract service fees / future ALS interfaculty collections (100% collection rates).
- **Future Staffing Challenges.** Not capturing the above listed funding opportunities will create a much greater financial challenge for future staffing development.
- **Addressing Farmington Hazards.** One of the most reliable ways to identify emergency service needs within geographical areas is to identify the hazard threshold. In addition to being the county seat, Farmington FD services all the following hazard potentials within its emergency response area:
 - 1) Courts / Judicial Center
 - 2) Davis County Jail / Correctional Center
 - 3) Juvenile Corrections Center
 - 4) Davis County Sheriff's Office
 - 5) Davis County Administrative Offices
 - 6) Davis County School District Administrative Offices

- 7) Multiple Schools – Elementary, JR High, High School and Private
- 8) Davis Vista School Campus – Special Needs Education
- 9) Davis County Legacy Events Center / Fairgrounds
- 10) Utah Highway Patrol Offices
- 11) Utah's Largest Amusement Park (Lagoon)
- 12) Utah's 2nd Largest Freeway / Highway Interchange
- 13) University of Utah Medical Facility
- 14) Farmington Canyon / Upper Valley Areas – Thousands of acres & structures
- 15) Farmington Bay Waterfowl Management Area – 18,000 Acres
- 16) Heavy Rail, Commuter Rail & Station
- 17) Hundreds of miles of trail systems within Farmington and adjoining lands
- 18) Farmington City Administrative Offices, recreation center, pool, etc.
- 19) Multiple Care of Aged Facilities
- 20) Station Park / Outdoor Mall
- 21) Multi-Story Hotels
- 22) Industrial and Commercial Facilities
- 23) Multi-Story / Dense Housing Developments
- 24) One of the fastest growing residential and commercial communities!

Each year, emergencies occur within the above listed hazard areas. This alone justifies the need for maintaining a Farmington based Paramedic program.

Recommendation:

Be Proactive! Ensure city administration (and elected officials) have a full understanding of what could occur as a result of the study. Be prepared to support immediate action and approve Farmington FD to place a Paramedic unit into service (to include hiring additional personnel). Secure and protect applicable coffer(s) to offset associated expenses for Paramedic services.

Farmington already has the essential framework in place with our existing Fire & Ambulance services. Adding the Paramedic component will only improve our existing level of service and staffing, while significantly offsetting costs.

CITY COUNCIL AGENDA

For Council Meeting:
February 6, 2018

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

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