

**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, March 20, 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

### **NEW BUSINESS:**

7:05 East Park Lane Small Area Master Plan

7:20 Contract with UDOT for the TAP Funding for Pedestrian Signal Crossing at 200 West 125 South

### **SUMMARY ACTION:**

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

7:25 Minute Motion Approving Summary Action List

1. Mountain America Federal Credit Union Cash Bond Improvements Agreement (495 N Station Parkway)
2. Residences at Farmington Hills Plat Amendment (approximately 261 East 400 North)
3. Police Department Salary Adjustment
4. Arbor Day Proclamation
5. Kaysville Boundary Adjustment Resolution of Intent – Kent Stuart

### **DISCUSSION ITEMS:**

7:30 Notification Process – Existing and Possible Changes

**GOVERNING BODY REPORTS:**

7:45 City Manager Report

1. Police Monthly Activity Report for January
2. Executive Summary for Planning Commission held March 8, 2018
3. Building Activity Report for February

7:50 Mayor Talbot & City Council Reports

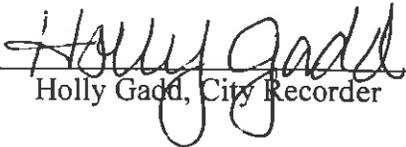
**ADJOURN**

**CLOSED SESSION**

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

DATED this 15th day of March, 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 03/15/2018**

## CITY COUNCIL AGENDA

For Council Meeting:  
March 20, 2018

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

It is requested that City Councilmember Doug Anderson give the invocation to the meeting and it is requested that City Councilmember Rebecca Wayment 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:  
March 20, 2018

**S U B J E C T:** East Park Lane Small Area Master Plan

**ACTION TO BE CONSIDERED:**

See staff report for recommendations.

**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: March 20, 2018

SUBJECT: **EAST PARK LANE SMALL AREA MASTER PLAN**  
Applicant: **Phil Holland – Wright Development**

### RECOMMENDATION

#### Suggested Alternative Motions

##### **Alternative A – Planning Commission Recommendation**

Move that the City Council amend the General Plan adopting the enclosed East Park Lane Small Area Master Plan as an element of the General Plan, subject to all applicable Farmington City ordinances and development standards and the following condition: the applicant shall revise the East Park Small Area Master Plan removing the southern outlet onto Main Street.

#### Findings for Approval

1. The proposed East Park Lane Small Area Master Plan is consistent with the General Plan.
2. The proposed East Park Lane Small Area Master Plan is consistent with the stated intent and purpose of the Farmington City General Plan for this district; including a mix of uses such as office, retail, and residential, an emphasis on bringing activity to the street and enhancing walkability, placing parking to the rear of buildings, creating public spaces and nodes, enhancing open space and connectivity, providing a live/work/play environment, etc.
3. The proposed East Park Small Area Master Plan has a good balance of residential and retail, which is the overarching intent of the CMU General Plan designation and zone.
4. The East Park Lane Small Area Master Plan proposes a nuanced continuum of development intensity with lower density housing to the east and north, medium density residential in the middle and along major roads, and commercial along Highway 89 and the Lagoon Drive northern extension. The continuum of development intensity provides a buffer between existing residential neighborhoods to the north and east, and places the highest intensity commercial buildings near Highway 89.
5. The mixture of uses proposed in the East Park Lane Small Area Master Plan creates an area that fosters a live/work/play environment.

6. The proposed East Park Lane Small Area Master Plan will help to diversify and balance the City's tax structure through expanding its commercial property tax base, instead of relying too heavily on residential property and commercial sales tax.
7. The Small Area Master Plan is a good and orderly plan that is context sensitive, provides good connectivity, balances live/work/play, preserves open space, and is not overly intensive.

**-OR-**

### **Additional Background Information for Alternative Motion B**

Chapter 10 of General Plan contemplates multi-family residential densities up to 18 dwelling units/acre in the CMU area--and Chapter 19 of the Zoning Ordinance allows up to 14 dwelling units/acre in CMU zone—and both chapters do not differentiate between owner and renter occupied units. Meanwhile it appears that a rough, non-precise measurement of the developer's East Park Lane Small Area Master Plan may show a density of approximately 6 to 12 dwelling units per acre.

### **Alternative B**

Move that the Planning Commission recommend that the City Council deny the General Plan amendment application for the East Park Lane Small Area Master Plan.

### **Finding for Denial**

The proposed East Park Lane Small area Master Plan shows approximately 30 townhomes and 60 patio homes in the area shaded "Low Density Residential" area on the City's General Plan.

### **BACKGROUND**

The applicant would like to move forward developing 85 acres of property for a mixed-use project that will include office, retail, patio homes, single family residential, and townhomes. The proposed sub area master plan places low-density single-family residential to the north towards Shepard Lane, patio homes to the east towards Main Street, townhomes to the north but more central part of the plan, and higher intensity commercial to the central, west and south, towards or near Highway 89 and Park Lane. The main spine road for this project would be an extension of Lagoon Drive connecting Park Lane to US 89. The City's General Plan identifies this road as the Lagoon Drive northern extension, and it has long been anticipated through this area and is designated as a minor collector street on the Master Transportation Plan. The ultimate location of this road has never been set, however, this East Park Lane Small Area Master Plan would determine that alignment [note: Shepard Lane also connects to this road via 700 West Street]. Regarding land use and this road, the City's General Plan states that the City should consider: "allowing CMU-type land uses along both sides of the Lagoon Drive northern extension".

The general plan designation for this area is CMU, and the objective of this designation is threefold, as stated in the following:

- a) *"Encouraging medium-to-high density residential and community-oriented retail and professional offices. Some development/land uses with regional draw may also occur.*

- b) *Preparing development standards and guidelines for such elements as site design, architecture, and landscaping in a manner consistent with the anticipated mixed use characteristics of the zone.*
- c) *Utilizing Commercial Mixed Use (CMU) zone residential components to buffer adjacent non-CMU residential land uses and development.*”

Further, regarding the mixed use are (Farmington Commercial Center) west of I-15 and the US 89 corridor, the General Plan states:

*“As an additional opportunity, the Farmington Commercial Center is poised to leverage regional influence and draw along the I-15 corridor because of its convenient freeway and commuter rail access. [Note: planning efforts are now under way to create direct pedestrian address from the US 89 corridor to the commuter rail stop].*”

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

It appears that the East Park Lane Small Area Master Plan buffers the residential zones to the northeast with similar residential development as per the City's General Plan, and it provides owner occupied patio homes as a transition from the Lagoon Drive northern extension and the single family homes on Main Street. It also places commercial along both sides of the Lagoon Drive northern extension and along the east side of Highway 89. The master plan establishes standards and design guidelines for the subject area, but it will also be subject to additional criteria as set forth in Chapter 19 of the Zoning Ordinance (covering the CMU zone).

In 2003, the City contracted The Ross Consulting Group to do a marketing study for the area that presently constitutes the mixed-use districts and the Highway 89 corridor. The results of that study stated that “these two areas are characterized by strong commercial potential that is complementary, not necessarily competitive in nature.” Thereafter, the City adopted the existing parts of the General Plan related to both areas regarding the General Plan text and future land use map on July 7, 2004, and chapter 19 of the Zoning Ordinance on December 1, 2004.

**Although this particular application conforms to the General Plan**, (both the General Plan Text and the General Land Use Map), it is important to note that the General Plan is a guiding document and is intended to be dynamic and flexible; the overarching purpose is to inform land-use decisions, but it is not inviolable. State Code has determined that municipalities' General Plans are to be advisory in nature, this distinction is important for two reasons: 1) the General Plan may be and should be amended as development patterns change and population demographics evolve, and 2) because the General Plan is a guiding document (as per state code) it does not give vesting to the applicant like zoning does. Therefore, the purpose of this small area master plan is to be an element of the General Plan, and it is intended to guide future development in this area, but it does not grant vesting. Every application for rezone, subdivision, and site plan related to the area covered by the small area master plan will be considered independently, utilizing the small area master plan to inform the decision on each particular application, and the final approval or denial will be determined on a case-by-case basis. That being said, when rezone applications come in, one of the driving criteria for consideration will be whether or

not the application is consistent with the General Plan and the East Park Lane Small Area Master Plan. Staff feels that this Small Area Master Plan is a good and orderly plan that is context sensitive, provides good connectivity, balances live/work/play, preserves open space, and is not overly intensive. Currently, the City has several smaller subset master plans as elements of the General Plan (such as the proposed master plan before you tonight), including but not limited to a downtown, trails, transportation, storm-water, and active transportation master plan; the purpose of these smaller plans is to amend and update the General Plan without having to go through a full-overhaul of the General Plan in its entirety.

At the **March 8, 2018** Planning Commission meeting the East Park Lane Small Area Master Plan was recommended for approval on a 4-1 vote, with Connie Deianni being the dissenting vote. At the Commission meeting, the following items were discussed:

- There was a lot of public comment, including a petition with hundreds of signatures, which stated that they were opposed to any commercial development occurring outside of those areas specified by the General Plan text; however, this concern *does not* apply to the East Park Lane Small Area Master Plan application, because the General Plan text clearly states that commercial development *is supposed to* occur in this area (see attached excerpt from Chapter 11 of the General Plan, *Highway 89 Corridor-specific Analysis and Recommendations*).
- General Plan a guiding document – State calls “Advisory.” Meant to be flexible, meant to be adjusted, meant to be changed. It does not grant vesting.
- Zoning Ordinance is land use law.
- This is a general plan amendment, but it is not an amendment in the sense that the application is seeking to change the General Land Use Plan (Map) or the General Plan Text. This application is seeking to *add* to the General Plan, as an element. It is an appendix of sorts. Other such elements of the General Plan include but are not limited to:
  1. Transportation Master Plan
  2. Trails Master Plan
  3. Parks Master Plan
  4. Active Transportation Plan
  5. Downtown Master Plan
  6. Affordable Housing Plan
  7. Storm-water Master Plan
  8. North Station Sub Area Master Plan (Chartwell)
- Parts of the General Plan are outdated...what these elements/appendices do is allow for the City to update the General Plan periodically without going through a full overhaul. The sections in the General Plan addressing the CMU designation were written in 2004 with public input, including a citizens group comprised of property owners, neighbors, planning commissioners and city councilors.
- The General Plan works two ways, one in favor of the City and one in favor of property owners: 1) the City cannot enforce the General Plan (Property Owners) BUT 2) The General Plan does not grant vesting (City). It is intended to guide future development.
- Because the Small Area Master Plan does not grant vesting, the developer will be required to rezone portions of his property as they are developed; rezones are legislative acts and can be denied. Likewise either after or concurrent to a rezone application, a site plan will need to be submitted and reviewed.

- The Small Area Master Plan will be another advisory layer and aid to guide and inform future Planning Commissions and City Councils in determining whether a rezone and site plan is appropriate, i.e. whether the individual application is consistent with the General Plan and Small Area Master Plan.
- The Planning Commission felt that this is not a perfect plan, but it is a very good plan, and will be invaluable in guiding future City Councils and Planning Commissions in land use decisions related to the area described in the Master Plan.

Supplemental Information

1. Vicinity Map
2. East Park Lane Small Area Master Plan
3. Excerpts from Chapters 10 and 11 of the Farmington City General Plan (Text)

Respectfully Submitted



Eric Anderson  
City Planner

Concur



Dave Millheim  
City Manager

# Farmington City





# SMALL AREA MASTER PLAN

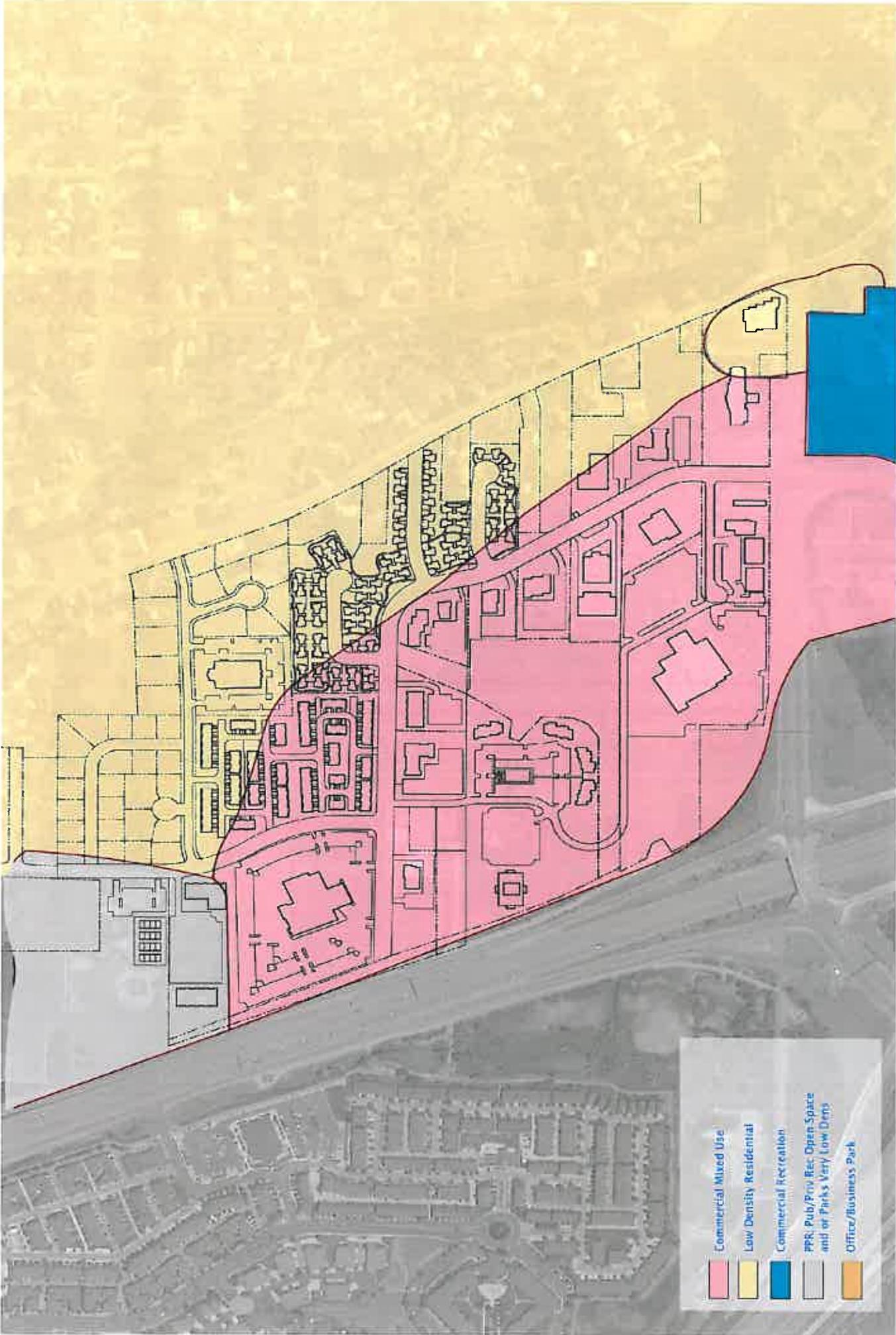
## MIXED USE COMMUNITY

### FARMINGTON, UTAH



# EAST PARK LANE



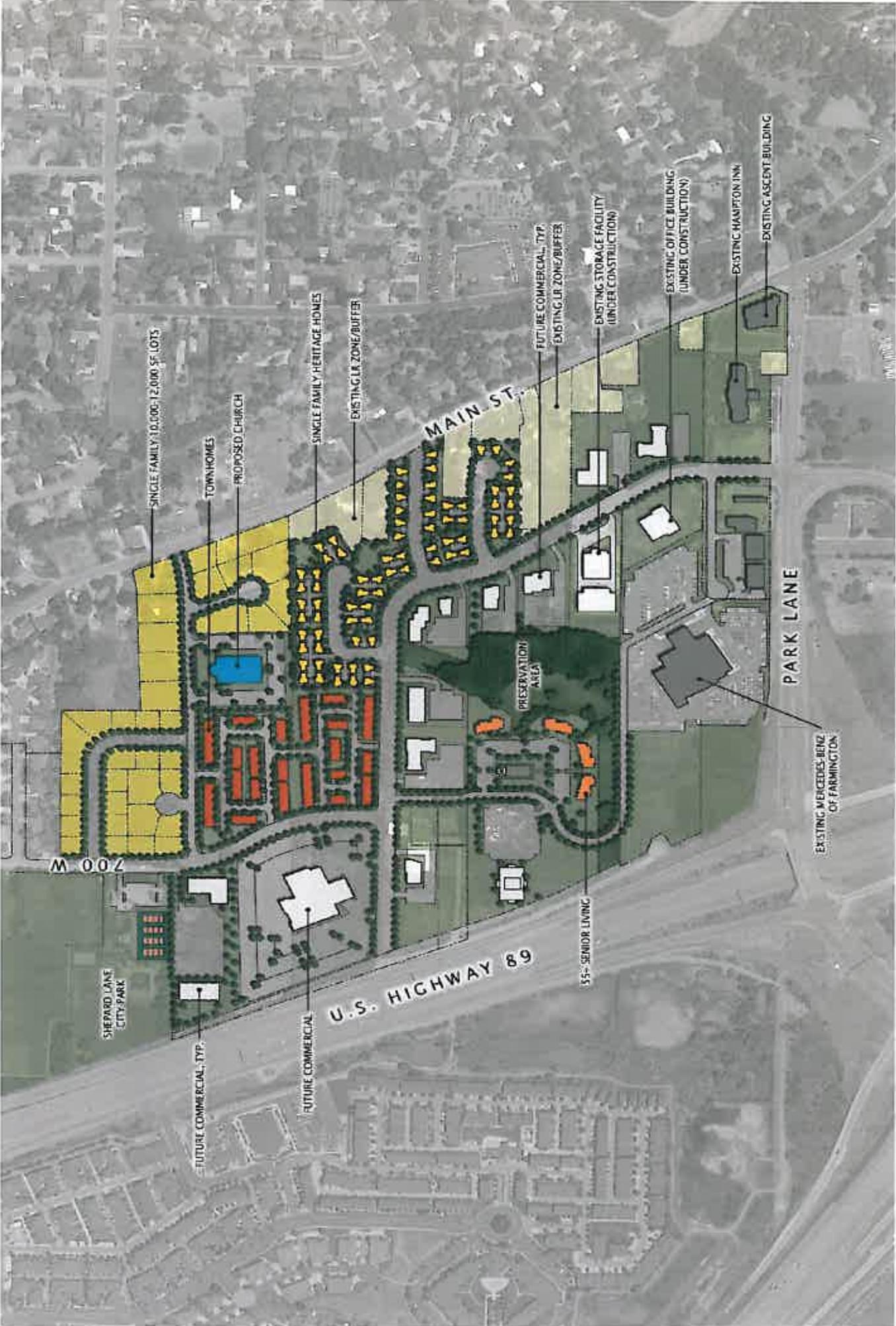


	Commercial Mixed Use
	Low Density Residential
	Commercial Recreation
	PPR, Pub/Priv Rec, Open Space and/or Parks Very Low Dens
	Office/Business Park

# FARMINGTON GENERAL PLAN

- ✓ EAST PARK LANE IS CONSISTENT WITH THE CURRENT GENERAL PLAN
- ✓ A MASTERPLAN IS NEEDED TO PLAN FUTURE GROWTH IN AN AREA WHERE OVER 10 LAND OWNERS HAVE INTEREST
- ✓ LARGEST REMAINING LAND AREA ON THE EAST SIDE OF FARMINGTON





SHEPARD LAKE CITY PARK

SINGLE FAMILY 10,000-12,000 SF LOTS

TOWNHOMES

PROPOSED CHURCH

SINGLE FAMILY HERITAGE HOMES

EXISTING LR ZONE/BUFFER

MAIN ST

PRESERVATION AREA

55+ SENIOR LIVING

U.S. HIGHWAY 89

PARK LANE

EXISTING MERCEDES-BENZ OF FARMINGTON

FUTURE COMMERCIAL, TYP. EXISTING LR ZONE/BUFFER

EXISTING STORAGE FACILITY (UNDER CONSTRUCTION)

EXISTING OFFICE BUILDING (UNDER CONSTRUCTION)

EXISTING HAMPTON INN

EXISTING ASCENT BUILDING

FUTURE COMMERCIAL, TYP.

FUTURE COMMERCIAL



Nov 1 2017

# COMMERCIAL



# RESIDENTIAL



- Large Front Porches
- Pitched Roofs
- Garage Minimization



- Modern
- Traditional



Architectural  
Variety



- Farmhouse
- Gothic
- Victorian
- Craftsman
- European

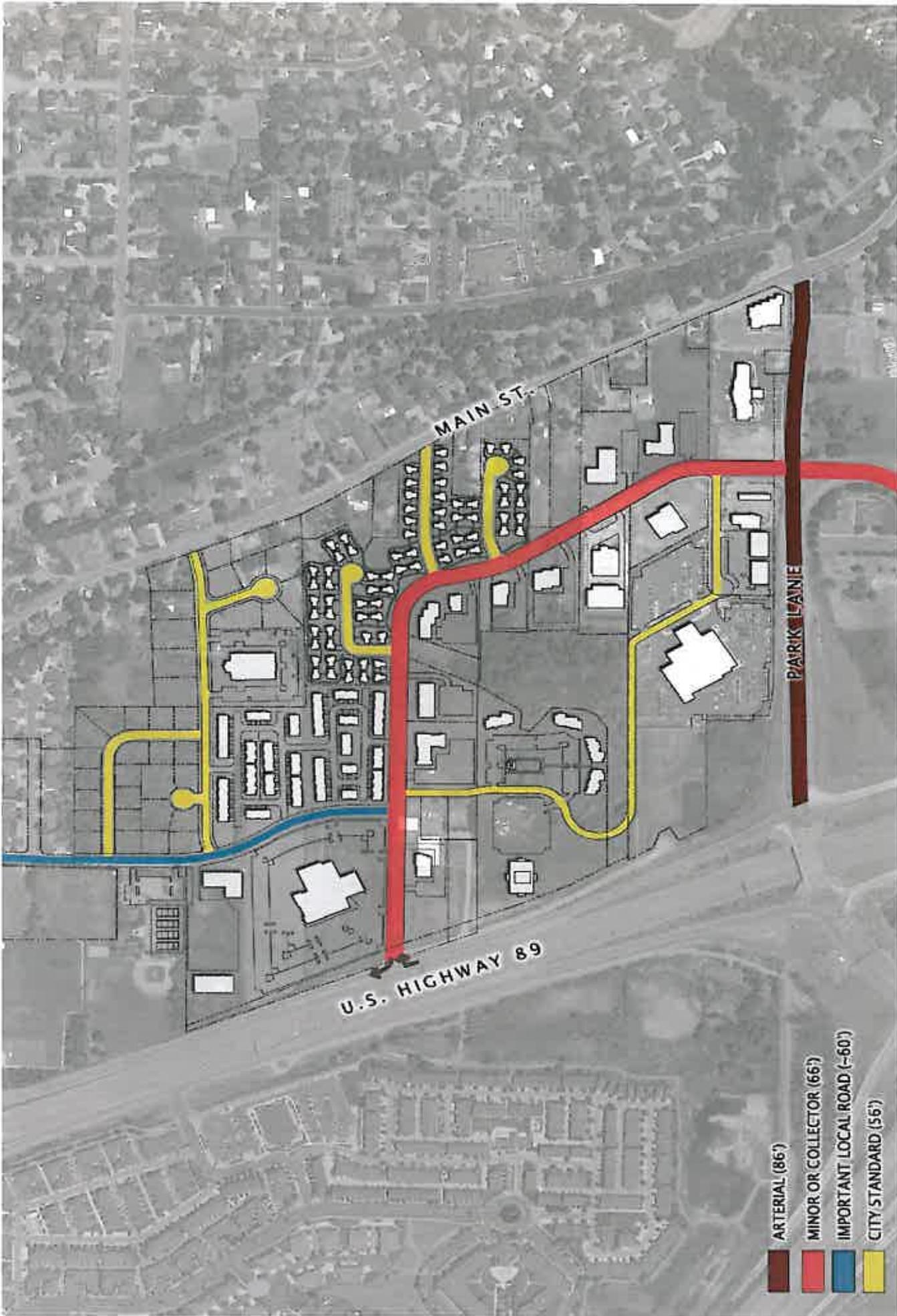


# LIVABILITY & WORKABILITY



- OPEN SPACE
- AMENITIES
- NATURAL SPACE
- WALKABILITY





## RESIDENTIAL DISTRICT(S) STANDARDS AND DEFINITIONS

### 1. Residential Densities and Minimum Lot Sizes

The Farmington General Plan and the accompanying Future Land Use Plan Map classify relative residential densities as Very Low, Rural Residential, Low, Medium, High and Very High. Depending on the type of residential land uses proposed, this general characterization is based on either minimum lot sizes, or a range of unit/acre densities. As a distinction, Minimum Lot Size is the minimum size of actual lots as represented on a preliminary Sketch Plan. Residential Density is calculated based on the number of dwelling units per gross acre of ground as projected through a City-reviewed/accepted "Subdivision Yield Plan". (A Subdivision Yield Plan identifies the maximum number of lots possible after constrained and sensitive lands have been identified and incorporated within the particular subdivision.)

Relative density classifications for Farmington City residential zones and residential/commercial mixed use zones are as follows:

<b>Minimum Lot Sizes and/or Residential Units/Acre</b>	<b>Relative Residential Density</b>
Five (5) acres and above	Very Low Density
Less than five (5) acres, but greater than or equal to one-half (½) acre	Rural Residential
Less than 20,000 s.f., but greater than or equal to 10,000 s.f.	Low Density
Between four (4) and nine (9) dwelling units per acre	Medium Density
Between ten (10) and fifteen (15) dwelling units per acre	High Density
Sixteen (16) or more dwelling units per acre	Very High Density

<b>Residential/Commercial Mixed Use Zones Units Per Acre</b>	<b>Relative Residential Density</b>
<b>Commercial Recreation (CR)</b> Residential uses allowed only as accessory uses	N/A
<b>Commercial Mixed Use (CMU)</b> <i>Multi-family residential</i> - six (6) units to eighteen (18) units per acre	Medium to Very High Density
<b>Neighborhood Mixed Use (NMU)</b> <i>Single-Family residential</i> - up to five (5) units per acre <i>Multi-unit residential</i> - up to nine (9) units per acre	Low to Medium Density Medium Density
<b>Transportation Mixed Use (TMU)</b> <i>Multi-unit residential</i> - ten (10) to eighteen (18) units per acre (permitted); up to forty (40) units per acre (conditional) within designated TMU "core areas", i.e., areas immediately adjacent to or including major public transportation hubs and/or facilities.	High to Very High Density

## 2. Residential Densities and General Areas of Application

The standards and definitions as included in this section and reflected on the Future Land Use Plan Map are intended to provide general guidelines describing the types of residential land uses desired by the Community and where these uses are likely to occur.

### a) Very Low Density Residential

The "very low density" designation is generally appropriate for and applicable to:

- 1) environmentally sensitive and potentially hazardous areas such as steep slopes, flood plains, riparian areas, wetlands, debris flow areas, and areas within 100 feet of stream channels;
- 2) all lands above 5200 feet in elevation (above sea level);
- 3) all lands below 4218 feet in elevation (above sea level);
- 4) all developable public lands and any and all public lands converted to private ownership after 1998; and
- 5) areas where services and utilities may be limited or difficult to provide.

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

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

## **SITE/AREA-SPECIFIC ANALYSIS AND RECOMMENDATIONS**

### **Highway 89 Corridor and Farmington Commercial Center Areas**

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

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

Heights, Kaysville and northeastern Davis County.

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

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

### **Highway 89 Corridor-specific Analysis and Recommendations**

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

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

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

Recommendations/considerations for the 89 Corridor include the following:

1. The primary attributes making the Shepard Lane/Highway 89 corridor attractive to professional office and commercial development are visibility and access. Plans to upgrade and improve Highway 89 include elements to provide adequate, safe and convenient access between the east and west sides of Farmington and preserve the commercial viability of the area. This is considered critical to the continued success of the City's commercial core at that location.
2. While the Highway 89 commercial corridor runs approximately 2 miles, further retail

development of the corridor should progress in more concentrated manner. If development (or redevelopment) spreads too long and thin along this corridor without a critical mass, each development may suffer. This approach is particularly important with regard to retail development. It will help to develop a critical mass for retailers that will allow the corridor's tenants to complement one another's efforts to attract customers. This will encourage the corridor's growth and success as a commercial sector.

3. The City may develop and adopt standards/guidelines to accommodate higher densities within development incorporating open space and landscape plans as part of their design. Consideration (and appropriate credit) may be given where nearby lands will be maintained in perpetual open space due to wetlands, drainage, the constraints of topography, public or private parks, and conservation easements.
4. To further emphasize the importance of a concentrated commercial sector along the 89 corridor, the City will encourage the development of mixed commercial, professional office and residential areas in specific locations as identified on the Future Land Use Plan Map. This concept will be supported through the development of appropriate zoning regulations and reflected in area-specific planning efforts.

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

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

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

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

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

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

- a) Protecting the low-density residential character of/along Main Street.
  - b) Encouraging non-residential land uses and development immediately north of Park Lane.
  - c) Allowing CMU-type land uses along both sides of the Lagoon Drive northern extension. (The final alignment of this road is still pending. Following identification of a final corridor, the Future Land Use Plan Map will be amended accordingly.)
5. As the area continues to grow, the highway corridor will continue to see an increase in traffic. As a result, single-family residential development directly adjacent to this high-traffic artery may not be particularly desirable unless appropriate mitigation measures are taken to address potential noise and traffic issues. The appropriateness of multi-unit residential development, which often relies on location, convenience and visibility to be successful, will be evaluated and appropriate standards and guidelines developed.

### **Farmington Commercial Center-specific Analysis and Recommendations**

The Farmington Commercial Center is generally identified as the area located north of the Justice Complex, west of I-15, and east of the old D&RGW rail road tracks. The approximate northern boundary is the stream/wetland corridor northwest of 1525 West Street (see Future Land Use Plan Map). The Farmington Commercial Center consists of three areas which are identified on the General Land Use Plan map and more particularly described as follows:

- a. **Core Area.** An area within close proximity to the proposed Utah Transit Authority (UTA) commuter rail station north of the Davis County Justice Complex, south of the Park Lane/I-15 interchange (and straddling both sides of the Park Lane towards the easterly portion of said Park Lane west of I-15), and adjacent to I-15 and the Union

CITY COUNCIL AGENDA

For Council Meeting:  
March 20, 2018

**S U B J E C T: Contract with UDOT for the TAP Funding for Pedestrian Signal  
Crossing at 200 West 125 South**

**ACTION TO BE CONSIDERED:**

Approve the contract with UDOT for the Transportation Alternative Program (TAP) for the construction of a pedestrian signal at 200 West 125 South.

**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: March 21, 2018

SUBJECT: **APPROVE THE CONTRACT WITH UDOT FOR THE TAP FUNDING FOR A PEDSRIAN SIGNAL CROSSING AT 200 WEST 125 SOUTH**

### RECOMMENDATION

Approve the contract with UDOT for the Transportation Alternative Program (TAP) for the construction of a pedestrian signal at 200 West 125 South.

### BACKGROUND

City staff applied for TAP funds from the Wasatch Front Regional Council (WFRC) in the spring of 2017 for the construction of a pedestrian signal located at 200 West and 125 South, the Junior High School mid-block crosswalk. The project was awarded \$137,732 for the project. In an effort to maintain under budget the City, WFRC, and UDOT agreed to de-federalize the funds which eliminates many costly requirements. It is proposed that the City enter into an agreement with UDOT so that the City can use the funds for the signal. If the project exceeds the awarded amount then the City will have to pay for the added cost. The City will also have to pay 50% of any utility relocation costs.

The project construction is planned to start after July of 2018. City staff recommends approving the contract with UDOT.

### SUPPLEMENTAL INFORMATION

1. Site Map
2. Site Pictures
3. Contract (4 Copies)

Respectively Submitted

Chad Boshell, P.E.  
City Engineer

Reviewed and Concur

Dave Millheim  
City Manager

200 WEST AND STATE STREET PEDESTRIAN SIGNAL  
 200 WEST CROSSWALK



DRAWINGS ARE NOT TO SCALE

DATE: 1/2010	SCALE: NTS	FARMINGTON CITY 750 WEST 100 NORTH FARMINGTON, UTAH 84202 PH: (801) 485-1834	200 WEST CROSSWALK	FILE:
DESIGN: C.W.B.	CHECKED: C.W.B.			SHEET NO.:

## 200 West Pedestrian Crosswalk Signal Pictures



Figure 1: 200 West Crosswalk Existing Conditions



Figure 2: 200 West Crosswalk Existing Conditions



State of Utah  
Department of Transportation

<b>Cooperative Agreement Converted TAP Funds for Local Agency</b>	Project Description: 200 W & 125 S, Ped Crossing Signal, Farmington  Local Agency: Farmington City	Charge ID No. 72837
Pin:14851  Job/ Project: S-LC11(70)		Date Executed

**THIS COOPERATIVE AGREEMENT**, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and [Farmington City], a political subdivision of the State of Utah, hereinafter referred to as the "**Local Agency**."

**RECITALS**

**WHEREAS**, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a pedestrian activated signals described as this project is to install a pedestrian activated signal at 200 W and 125 S in Farmington, Utah, Davis County; and

**WHEREAS**, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by UDOT; and

**WHEREAS**, it is the intent of UDOT that participation in TAP projects be on a 0% Local, 100% State match basis with a maximum State participation of \$137,732.00; and

**THIS COOPERATIVE AGREEMENT** is made to set out the terms and conditions where the work shall be performed.

**AGREEMENT**

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the UDOT highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region One Utility and Railroad Coordinator, telephone number 801-620-1635 or ldalley@utah.gov for assistance in preparing the Reimbursement Agreement.

III. The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region One Environmental Manager, telephone number 801-620-1687 for assistance with any environmental compliance requirements.

IV. All construction work performed by the **Local Agency** or its contractor within UDOT highway right-of-way shall conform to UDOT's standards and specifications. For work performed within UDOT's right-of-way, the **Local Agency** shall submit plans to UDOT for review and approval prior to starting

construction. The Local Agency shall comply with Utah Administrative Code R930-6 if performing any work within UDOT's right-of-way. Any inspection by UDOT does not relieve the Local Agency of its obligation to meet the standards and specifications. Local Agency's construction may conform to local standards if they are equal to or greater than UDOT's standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The Local Agency will participate at a minimum of 0% of the total project. Local Agency's participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including Local Agency's participation is as follows:

UDOT Funds (Allocated Amount)	\$137,732.00
Local Agency's Funds (Participation Amount)	\$0
Total Project	\$137,732.00

VIII. Upon completion of construction and final inspection by UDOT, and upon request of the Local Agency, UDOT will deliver to the Local Agency a lump sum amount of \$137,732.00 or 100% of UDOT's funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of UDOT's contribution. If the project should overrun the estimated project amount contained herein, the Local Agency shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and UDOT will deliver to the Local Agency a lump sum amount based on the percentages as stated in this Agreement.

IX. The Local Agency will furnish to UDOT a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. UDOT shall have the right to audit all cost records and accounts of the Local Agency pertaining to this project. Should the audit disclose that UDOT's share of the total cost should be less than the lump sum payment made to the Local Agency under this Agreement, the Local Agency will promptly refund to UDOT the identified overpayment. For purpose of audit, the Local Agency is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the Local Agency agrees to complete the construction by [December 31, 2019. If for any reason, the Local Agency cannot complete construction by December 31, 2019, the Local Agency must request, in writing before July 1, 2019, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. UDOT will review the request and inform the Local Agency, in writing, whether or not the request has been approved. Reasons for which UDOT will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the Local Agency's control. If the request is not approved the Local Agency will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the Local Agency modifies its project and the modification affects the work, the Local Agency will notify UDOT. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the Local Agency shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that is has the authority to enter into this Agreement.

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

Farmington City				Utah Department of Transportation			
By		Date		By		Date	
Mayor – Jim Talbot				[UDOT Region One Project Manager – David Alger			
By		Date		By		Date	
Title/Signature of additional official if required				UDOT Region One Director – Kris Peterson			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			

## CITY COUNCIL AGENDA

For Council Meeting:  
March 20, 2018

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

1. Mountain America Federal Credit Union Cash Bond Improvements Agreement (495 N Station Parkway)
2. Residences at Farmington Hills Plat Amendment (approximately 261 East 400 North)
3. Police Department Salary Adjustment
4. Arbor Day Proclamation
5. Kaysville Boundary Adjustment Resolution of Intent – Kent Stuart

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



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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: March 20, 2018

**SUBJECT: MOUNTAIN AMERICA FEDERAL CREDIT UNION CASH BOND IMPROVEMENTS AGREEMENT**

### RECOMMENDATION:

Approve the Farmington City Improvements Agreement (Cash Form) between Mountain America Federal Credit Union and Farmington City for the Mountain America Federal Credit Union.

### BACKGROUND

The bond estimate for Mountain America Federal Credit Union is \$63,456.80 which includes a 10% warranty bond. Mountain America Federal Credit Union has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

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

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur

Dave Millheim  
City Manager

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

**THIS AGREEMENT** is made by and between Mountain America Federal Credit Union (hereinafter "Developer"), whose address is 7101 S. Campus View Dr., West Jordan, UT 84084 and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as MACU Farmington Branch, located at approximately 495 N. Station Parkway, in Farmington City; and

**WHEREAS**, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 63,456.00.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within twelve months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 63,456.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement.

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

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

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

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

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

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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 6<sup>th</sup> day of March, 2018

CITY:

FARMINGTON CITY CORPORATION

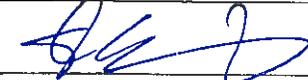
By: \_\_\_\_\_  
H. James Talbot, Mayor

ATTEST:

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

DEVELOPER:

ERIC CORBIN

By: 

Its: VP CORP CO, DESIGN & CONSTRUCTION

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

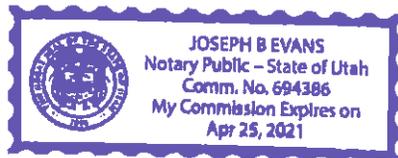
\*\*\*\*\*

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

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

On this 7<sup>th</sup> day of MARCH, 2018, personally appeared before me,  
Eric Cardin, who being by me duly sworn did say that he/she is  
the authorized signer, VP of Mountain America Credit Union a not for profit  
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.

[Signature]  
NOTARY PUBLIC Salt Lake  
Residing in West Jordan County, Utah Salt Lake.



\*\*\*\*\*

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

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

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

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

\*\*\*\*\*

(Complete if **Developer is a Limited Liability Company**)

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

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

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



Mountain America Credit Union  
 Bond Estimate  
 Revised 2/26/2018

**Storm Drain**

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	1	EA	\$ 2,000.00	\$2,000.00	0	0	0
Detention Basin	1	LS	\$ 20,000.00	\$20,000.00	0	0	0
Catch Basin	1	EA	\$ 2,500.00	\$2,500.00	0	0	0
SWPPP	1	LS	\$ 4,000.00	\$4,000.00	0	0	0
<b>Subtotal</b>				<b>\$28,500.00</b>			
<b>10% Warranty Bond</b>				<b>\$2,850.00</b>			
<b>Total</b>				<b>\$31,350.00</b>			

**Sanitary Sewer**

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Sewer Lateral	1	EA	\$ 1,700.00	\$1,700.00	0	0	0
<b>Subtotal</b>				<b>\$1,700.00</b>			
<b>10% Warranty Bond</b>				<b>\$170.00</b>			
<b>Total</b>				<b>\$1,870.00</b>			

**Culinary Water**

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Culinary Water Laterals	1	EA	\$ 1,700.00	\$1,700.00	0	0	0
<b>Subtotal</b>				<b>\$1,700.00</b>			
<b>10% Warranty Bond</b>				<b>\$170.00</b>			
<b>Total</b>				<b>\$1,870.00</b>			

**Other**

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Sidewalk w/ Base	3576	SF	\$ 5.50	\$19,668.00	0	0	0
ADA Ramp	4	EA	\$ 1,200.00	\$4,800.00	0	0	0
3" Asphalt	200	SF	\$ 5.00	\$1,000.00	0	0	0
12" Road Base	200	SF	\$ 1.60	\$320.00	0	0	0
<b>Subtotal</b>				<b>\$25,788.00</b>			
<b>10% Warranty Bond</b>				<b>\$2,578.80</b>			
<b>Total</b>				<b>\$28,366.80</b>			

**Total Bond**

**\$63,456.80**

**Cash Deposits**

Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	0	SF	\$ 0.20	\$0.00
Street Signs	0	EA	\$ 300.00	\$0.00
Street Lights	0	EA	\$ 3,200.00	\$0.00



# 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: March 20, 2018

SUBJECT: **RESIDENCES AT FARMINGTON HILLS PLAT AMENDMENT**  
Applicant: **Jerry Preston**

### RECOMMENDATION

Move that the City Council approve the Residences at Farmington Hills Plat Amendment as set forth herein.

### BACKGROUND

On January 19, 2017 the Planning Commission approved the 28 lot Residences at Farmington Hills Subdivision. The applicant is now seeking to combine lots 1 and 2 in that subdivision, and because the subdivision has been platted and recorded, the applicant must amend the plat. As with all plat amendments, a 10-day protest notice is sent to all property owners within the plat, and if there are no letters protesting the amendment received within the 10-day window, then the item is not required to be a public hearing. However, the current subdivision only has one other property owner besides the applicant, and he has expressed his approval of the plat amendment, therefore the notice of protest and the public hearing are not required. Because the plat amendment will reduce the overall density of the project, staff is supportive of the request.

#### Supplemental Information

1. Vicinity Map
2. Letter of Intent from Applicant
3. Plat Amendment
4. Residences at Farmington Hills Subdivision Plat

Respectfully Submitted

Eric Anderson  
City Planner

Concur

Dave Millheim  
City Manager

## RESIDENCES AT FARMINGTON HILLS LLC

Farmington City  
Attn: Planning Department  
160 South Main Farmington Ut. 84025

Planning department I am writing this letter as a application to amend a plat of Phase 1 of the Residences AT Farmington Hills Subdivision. We are applying to add addition property to lot 102. The land owner directly west lot 102 is purchasing the lot and wants to combine his property to create a larger lot for construction of a home. The desired location of the home he wants to build would be right in the middle of the west property line of the current recorded lot 102. We are submitting a new plan with the additional property that is to be included.

---

Residences at Farmington Hills LLC Member







# FARMINGTON POLICE DEPARTMENT

---

*Chief Wayne D. Hansen*

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: March 7, 2018

**SUBJECT: Police Department salary adjustment**

## **RECOMMENDATIONS**

Approve salary adjustment proposal

## **BACKGROUND**

During the work session on March 6, 2018 we presented a proposal for adjusting the salary and pay grade range for certain positions and officers. That proposal is as follows:

Police Officer II positions would move up from a grade 12 to a grade 13 with a 12 percent increase now. This will affect 4 officers.

Police Officer III positions would move up from a grade 13 to a grade 15 with a 12 percent increase now. This will affect 3 officers.

Sergeant positions would move from a grade 16 to a grade 17 with a twelve percent increase now. This will affect 3 sergeants.

We feel that this proposal will do much to help us retain the staff we currently have in place. We are fortunate to have a strong group of officers and feel that we have a bright hope for the future with the people we have in place.

Respectfully Submitted

A handwritten signature in black ink that reads "Wayne Hansen".

Wayne Hansen  
Police Chief

Review and Concur

A handwritten signature in black ink that reads "Dave Millheim".

Dave Millheim  
City Manager

## Arbor Day Proclamation

WHEREAS, In 1872 J. Sterling proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, emit oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other products, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

Now, Therefore, I, H. James Talbot, Mayor of Farmington City, do hereby proclaim  
April 21, 2018 as

### Arbor Day

In the city of Farmington, I urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program, and

Further, I urge all citizens to plant trees to gladden hearts and promote the well-being of present and future generations.

Dated this 20<sup>th</sup> day of March 2018

---

H. James Talbot  
Mayor



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 20, 2018

SUBJECT: **KAYSVILLE BOUNDARY ADJUSTMENT—RESOLUTION OF INTENT—KEN STUART**

### RECOMMENDATION

Adopt the enclosed resolution initiating the process to adjust the common boundary line between Farmington City and Kaysville City located at approximately 1000 North and 2000 West (or 350 East in Kaysville).

### BACKGROUND

Ken Stuart owns a 2.65 acre parcel located in Farmington at the northeast corner of 950 North in Farmington and 350 East in Kaysville. On February 22<sup>nd</sup>, the Planning Commission approved Mr. Stuart's request to subdivide the property into two parcels by metes and bounds, of which the smaller northwest parcel is approximately 0.68 acres in size (or 29,920 s.f.) and the other parcel is 1.96 acres. Although the smaller parcel constitutes a potential building lot, the larger parcel does not---it is mostly characterized by riparian wetland like habitat.

Mr. Stuart desires to build a single-family home on the smaller parcel, which abuts 350 East only (not 950 North), but Farmington City cannot issue a building permit for the same unless the lot fronts a fully improved street. He is willing to install the curb, gutter, sidewalk, asphalt extension, etc., even though the entire 350 East r.o.w. is in Kaysville—and Kaysville is willing to work with him and Farmington to accommodate building permit requirements; however, because his property is in Farmington, but the street is in Kaysville, even simple things like garbage pick-up can become cumbersome. Therefore, Mr. Stuart desires to disconnect just the smaller parcel and annex it into Kaysville. [Note: the larger parcel still fronts 950 North, and this r.o.w. is the location of the future connector road which will provide access from the WDC "mink farm" interchange to the future Shepard Lane Interchange].

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL INITIATING PROCEEDINGS TO ADJUST THE COMMON BOUNDARY LINES BETWEEN FARMINGTON CITY AND KAYSVILLE CITY AND PROVIDING FOR A PUBLIC HEARING THEREON.**

**WHEREAS**, Farmington City and Kaysville City wish to adjust their common boundaries; and

**WHEREAS**, pursuant to *Utah Code Ann.* § 10-2-419, municipalities may adjust their common boundaries; and

**WHEREAS**, Utah law requires that a public hearing be held on the proposed adjustment and that notice of such hearing be given by publication as provided herein; and

**WHEREAS**, owners of private real property located within the area proposed for adjustment are entitled to file written protests to the proposed adjustment if they oppose the same; and

**WHEREAS**, the City Council of Farmington City desires to initiate proceedings to effect the proposed boundary adjustment as provided herein;

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

**Section 1. Statement of Intent.** The Farmington City Council intends to adjust certain boundaries that are common between Farmington City and Kaysville City. The areas proposed to be adjusted are more particularly described in Section 3 of this Resolution.

**Section 2. Public Hearing.** The Farmington City Council will hold a public hearing on the proposed adjustment on the 1<sup>st</sup> day of May, 2018, at the hour of 7:00 p.m. at the Farmington City offices, located at 160 South Main Street, Farmington, Utah.

**Section 3. Notice of Public Hearing.** The Farmington City Council hereby directs the City Manager to cause the following notice to be published at least once a week for three successive weeks in the Davis County Clipper, a newspaper of general circulation within Farmington City. The first publication of the notice required by this subsection shall be published within fourteen (14) days of the City Council's adoption of this Resolution. The form of the notice shall be as follows:

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Farmington City Council at Farmington City Hall, 160 South Main Street, Farmington, Utah 84025, on the 1<sup>st</sup> day of May, 2018, at the hour of 7:00 p.m. for the purpose of receiving public comment with regard to a proposal to adjust Farmington City's common boundaries with the Kaysville City in the following described areas:

Legal Description of Property to be Disconnected from Farmington City and Annexed to Kaysville City:

*[Insert Legal Here]*

A plat of the proposed area to be adjusted is available for review at the Farmington City offices during regular business hours up to the date and time of the public hearing. The Farmington City Council has adopted a Resolution indicating the City Council's intent to adjust the boundary as provided above. The Farmington City Council will adjust the boundary unless, at or before the public hearing, written protests to the adjustment are filed by the owners of private real property that is located within the area proposed for adjustment and covers at least twenty five percent (25%) of the total private land area within the area proposed for adjustment and is equal in value to at least fifteen percent (15%) of the value of all private real property within the area proposed for adjustment. All protests shall be filed with the Farmington City Recorder at the Farmington City offices within the time provided herein.

DATED this 29<sup>th</sup> day of April, 2018.

---

City Manager

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

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 20<sup>th</sup> DAY OF MARCH, 2018.**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_

City Recorder

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

Mayor

March 7, 2018

Mr. David Peterson  
Development Director  
Farmington City  
160 South Main Street  
Farmington, Utah 84025

RE: Annexation of Part of 08-057-0035  
Approximately 2300 South 350 East

Mr. Peterson

Farmington City has approved the sub-division of a 2.65 acre parcel I own on the NEC of 350 East in Kaysville and 950 North in Farmington. The subdivision divided the usable from the non-usable portions and includes two parcels - a 29,920 square feet usable lot that fronts 350 East in Kaysville and the remaining 1.95 acres which is mostly wetlands fronting 950 North in Farmington. The sub-division is being recorded at the County. In Exhibit A, the dotted line represents the larger parcel and the solid shaded area represents the lot I intend to annex into Kaysville and thus de-annex from Farmington

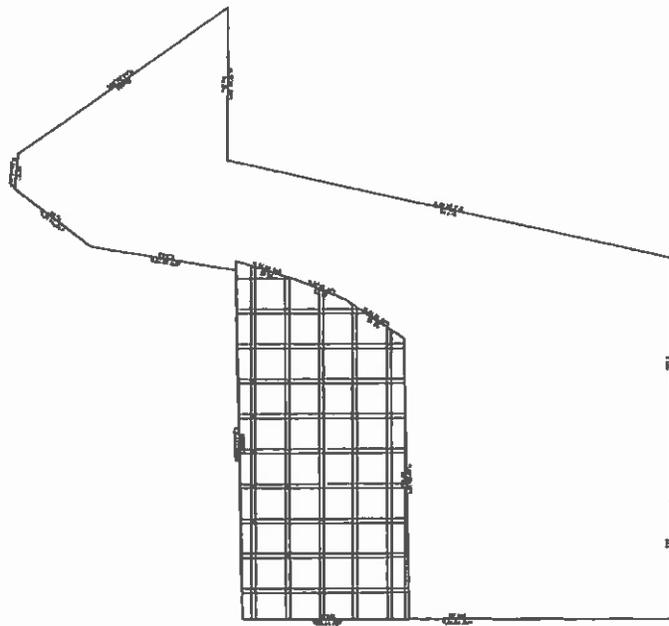
During the planning commission meeting with Farmington City, the issues of garbage collection, plowing and other services were discussed. This prompted a discussion on annexing this lot into Kaysville and de-annexing from Farmington. The proposed annexed lot has 124 feet of frontage along 350 and has a total area of 29,920 square feet and meets all the criteria of the R-1-20 zone in Kaysville. Please see attached legal description and metes and bounds drawing in Exhibit B.

This lot fronts Kaysville and it makes sense to be in Kaysville, mostly for practical purposes such as garbage collection, plowing, addressing and other services. With respect to addressing, currently the lots along 350 East start on Shepard lane and increase incrementally moving south from 2209 South 350 East to 2259 South 350 East. If this lot stays in Farmington, the address would be 1950 West 950 North. This would be extremely confusing for parcel deliveries and visitors; and, problematic for ambulance and fire services.

All things considered, it just makes sense to have all the homes that front this street to be in the same City. Thank you for your consideration on this matter.



Ken Stuart



350 East Kayville - 2000 West Farmington

LAD100113	
DATE	11/11/2011
TIME	10:00 AM
BY	JOHN J. HARRIS
FOR	JOHN J. HARRIS
PROJECT	350 EAST KAYVILLE - 2000 WEST FARMINGTON
DESCRIPTION	AS SHOWN ON THE PLAN, THE PROPERTY IS BOUND BY THE EAST LINE OF THE 100' WIDE HIGHWAY 101, THE SOUTH LINE OF THE 100' WIDE HIGHWAY 101, THE WEST LINE OF THE 100' WIDE HIGHWAY 101, AND THE NORTH LINE OF THE 100' WIDE HIGHWAY 101.
REMARKS	SEE PLAN FOR DETAILS.
SCALE	AS SHOWN ON THE PLAN.
DATE	11/11/2011
TIME	10:00 AM
BY	JOHN J. HARRIS
FOR	JOHN J. HARRIS
PROJECT	350 EAST KAYVILLE - 2000 WEST FARMINGTON
DESCRIPTION	AS SHOWN ON THE PLAN, THE PROPERTY IS BOUND BY THE EAST LINE OF THE 100' WIDE HIGHWAY 101, THE SOUTH LINE OF THE 100' WIDE HIGHWAY 101, THE WEST LINE OF THE 100' WIDE HIGHWAY 101, AND THE NORTH LINE OF THE 100' WIDE HIGHWAY 101.
REMARKS	SEE PLAN FOR DETAILS.
SCALE	AS SHOWN ON THE PLAN.

# EXHIBIT B

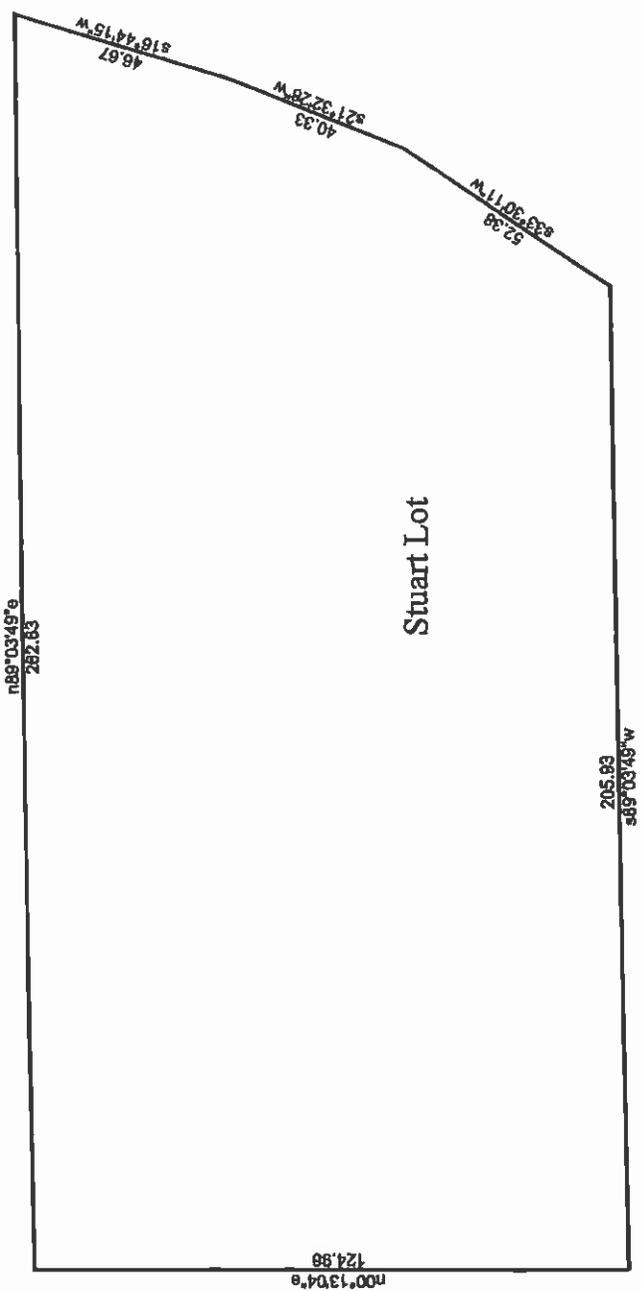
A LEGAL DESCRIPTION FOR

STUART LOT

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY 350 WEST STREET, SAID POINT BEING NORTH 00°03'58" EAST ALONG THE SECTION LINE AND SOUTH 89°03'49" WEST 111.21 FEET FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°13'04" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 124.96 FEET TO THE SOUTHWEST CORNER OF LOT 6, MEADOW CREEK SUBDIVISION; THENCE NORTH 89°03'49" EAST LONG THE SOUTH LINE OF SAID MEADOW CREEK SUBDIVISION 262.63 FEET TO THE LIMITS OF ZONE 'A' FLOODPLAIN AS SHOWN IN FEMA FIRM PANEL NUMBER 49011C0381E WITH EFFECTIVE DATE JUNE 18, 2007; THENCE SOUTHWESTERLY ALONG SAID LIMITS OF ZONE 'A' FLOODPLAIN THE FOLLOWING THREE (3) COURSES: SOUTH 16°44'15" WEST 46.67 FEET; THENCE SOUTH 21°32'28" WEST 40.33 FEET; THENCE SOUTH 33°30'11" WEST 52.38 FEET; THENCE SOUTH 89°03'49" WEST 205.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,920.49 SQ/FT OR 0.69 ACRES





Stuart Lot

350 East Kaysville

3/7/2018	
Scale: 1 inch= 37 feet	File:
Tract 1: 0.6869 Acres (29920 Sq. Feet). Closure: s69.1343w 0.01 ft. (1/108428), Perimeter=733 ft.	

CITY COUNCIL AGENDA

For Council Meeting:  
March 20, 2018

**S U B J E C T: Notification Process – Existing and Possible Changes**

**ACTION TO BE CONSIDERED:**

Discussion only.

**GENERAL INFORMATION:**

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

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: David E. Petersen, Community Development Director  
Date: March 20, 2018  
SUBJECT: **NOTIFICATION PROCESS—EXISTING AND POSSIBLE CHANGES**

### RECOMMENDATION

Discussion item only.

### BACKGROUND

Recently the City has received numerous comments to slow down the review process related to land use applications and to expand the City's existing notification procedures. The purpose of this agenda item is receive input from the Mayor and City Council related to these topics and guidance regarding the attached table.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

**EXISTING NOTIFICATION PROCESS FOR LAND USE APPLICATIONS  
AND POSSIBLE CHANGES THERETO (March 20, 2018)**

**PUBLIC HEARINGS:**

Existing

All: Staff posts PC and CC agenda's at least 24 hours in advance and posts agendas/notices on state and [city web-sites](#), and sends agendas/notices to affected entities; posts paper copies of agendas/notices at three different physical locations within the community, **and maintains an email list, which includes any property owner/resident (available to anyone at their request) whereby such property owner/resident receives agendas and notices via email in advance of each and every PC and CC meeting; AND**

Rezone and PUDs

PC: Public Hearing--notices posted in newspaper 10 days in advance, 300 foot mailing in advance; **and sandwich board on-site.**

CC: Public Hearing--notices posted in newspaper 14 days in advance, 300 foot mailing in advance; **and sandwich board on-site.**

Zone Text Change

PC: Public Hearing--notice posted in newspaper 10 days in advance.

CC: Public Hearing--notices posted in newspaper 14 days in advance.

General Plan Amendment

PC: Public Hearing--notice posted in newspaper 10 days in advance.

Subdivision Schematic Plan

PC: *Public Hearing--300 foot mailing in advance; and sandwich board on-site.*

CC: *Public Hearing--300 foot mailing in advance; and sandwich board on-site.*

Subdivision Preliminary Plat (under certain conditions)

PC: *Public Hearing--300 foot mailing in advance; and sandwich board on-site.*

Conditional Use

PC: 300 foot mailing in **advance (and 500 feet when certain site plans accompany the conditional use application); and sandwich board on-site.**

Possible Changes

1. Stay with the all the requirements above;
2. Add General Plan public hearing requirement for CC;

3. Describe applications/requests in greater detail on notices and mailings;
4. Announce all public hearings in advance in the newsletter [note: due to publishing deadlines, a newsletter posting requirement may add up to 60 days, or more, to the overall process for each land use application; for example, a conditional use request requires about a 10 day notice time, if all is in order, to appear on any given PC agenda, but a newsletter requirement may add two months lead time to the notice period. Conditional use applications may include requests for something as small as increasing the height of a backyard residential accessory building to something as major as a large commercial building];
5. Limit public hearings to two per meeting regardless [note: this may also increase notice lead times significantly];
6. Put up larger, and florescent colored, sandwich boards on site;
7. Establish a text list similar to the email list referenced above;
8. Use social media (Facebook, Instagram, etc.) to better notify the public; and
9. Other.

## **NON-PUBLIC HEARINGS:**

### Existing

All: Staff posts PC and CC agenda's at least 24 hours in advance and posts agendas on state and [city web-sites](#), sends agendas to affected entities; posts paper copies of agendas at three different physical locations within the community, [and maintains an email list, which includes any property owner/resident \(available to anyone at their request\) whereby such property owner/resident receives agendas and notices via email in advance of each and every PC and CC meeting---](#)and all such agendas include the following:

CC: General Plan Amendments, and other

PC: Subdivision Preliminary and Final Plats, Site Plans, and other.

Staff review: includes many site plans in the mixed use areas, and other.

### Possible Changes:

1. Add General Plan public hearing requirement for CC;
2. PC (and maybe CC) to consider all non-residential site plans whereas staff now considers "some" such site plans—especially in the mixed use areas [note: this may significantly lengthen the review process time for applicants]; and
3. Announce all General Plan amendments and non-residential requests and site plan application PC and CC agenda items in advance--in the newsletter [see "note" above];
4. Establish a text list similar to the email list referenced above;
5. Use social media (Facebook, Instagram, etc.) to better notify the public; and
6. Other.

## CITY COUNCIL AGENDA

For Council Meeting:  
March 20, 2018

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

1. Police Monthly Activity Report for January
2. Executive Summary for Planning Commission held March 8, 2018
3. Building Activity Report for February

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



Holly Gadd <hgadd@farmington.utah.gov>

**(no subject)**

2 messages

Wayne Hansen <whanssen@farmington.utah.gov>

To: Holly Gadd <hgadd@farmington.utah.gov>

Cc: Dave Millheim <dmillheim@farmington.utah.gov>

Thu, Mar 15, 2018 at 10:43 AM

I have attached February stats. One is a pdf for the council packet and the other is an expanded spreadsheet with a few more categories.

In February we conducted lockdown drills at two schools and taught 29 DARE classes. We also recovered the body of Jeanna Reid who was the subject of a three and a half month long missing person case.

Our patrol and investigations units worked together to arrest and prosecute two juveniles from Salt Lake County who used spray paint and fire extinguishers to deface/damage a restaurant under construction at Station Park. The damage was estimated at \$ 30, 0000.00. The pair have been charged and referred to juvenile court.

If you have any questions let me know.

--  
Wayne Hansen

Police Chief

Farmington City Police Department

Office-801-939-9230

Fax-801-451-0839



 Sent with Mailtrack

---

2 attachments

 City council monthly stats 2018.xlsx  
77K

 City council monthly stats 2018.pdf





	AVG	YTD
Total for Month	2332.50	4665
1- Sumerset	35.50	71
2- Compton Bench	53.50	107
3 - Foxglove	232.50	465
4 - Lagoon	3.00	6
5 - City Center	347.50	695
6 - South Central	238.50	477
6a - Police Dept	390.00	780
7 - South End	58.50	117
8 - Fairgrounds/DCCSO	92.50	185
9 - Station Park	197.50	395
10 - Park Lane Village	46.00	92
11 - West Side	172.50	345
12 - Ranches	131.00	262
13 - Oakridge Area	114.00	228
14 - Farmington X-ing	158.00	316
15 - Avanti Apartments	9.00	18
Out of City	52.50	105
Grid Not Recorded	0.50	1





**Farmington City Police Department  
2018 - Summary Cont.**

		AVG	YTD		
<b>Cases</b>		199.00	398		
<b>Reports</b>	<b>Officer</b>	81.00	162		
	<b>Crime</b>	85.00	170		
	<b>Accident</b>	33.00	66		
	<b>Supp</b>	41.50	83		
<b>Citations</b>	<b>Total</b>	119.50	239		
	<b>Traffic</b>	74.50	149		
	<b>Speed</b>	28.00	56		
	<b>Parking</b>	9.50	19		
	<b>Other</b>	7.50	15		
<b>Activities</b>	<b>Total</b>	2332.50	4665		
	<b>Hours</b>	769.00	1538		
	<b>Avg/Act</b>	19.80	39.59692		
<b>Investigations</b>	<b>Working</b>	77			
	<b># Reports</b>	25	50		



# 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: March 20, 2018  
SUBJECT: EXECUTIVE SUMMARY – PLANNING COMMISSION – MARCH 8, 2018

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on March 8, 2018 [note: five commissioners attended the meeting—Chair Alex Leeman, Connie Deianni, Kent Hinckley, Rulon Homer, and Roger Child. Commissioner Bret Gallacher was excused.

Item 3 Robert Dale – Applicant is requesting final plat approval of the Oakwood Estates Phase IX Subdivision consisting of 1 lot on .41 acres of property located at 485 West Oakwood Circle in an LR-F (Large Residential – Foothill) zone. (S-3-18)

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

*Vote: 5-0*

Item 4 Brock Loomis / Jack Fisher Companies (Public Hearing) – Applicant is requesting a zoning map amendment for 1.1 acres of property located at approximately 56 South 1100 West from an A (Agriculture) to an RMU (Residential Mixed Use) zone. (Z-4-18)

*Voted to recommend that the City Council approve the rezone as written in the staff report with an added condition as follows: the applicant shall provide the City with a site plan that is consistent with the attached site plan. The Planning Commission also removed finding 4.*

*Vote: 5-0*

Item 5 Phil Holland / Wright Development (Public Hearing) – Applicant is requesting approval of the East Park Lane Small Area Master Plan as an element of the General Plan for approximately 85

acres of property located between Park Lane, Highway 89, Main Street, and 1100 North in an A (Agriculture), CMU (Commercial Mixed Use), and LS (Large Suburban) zone. (MP-1-18)

*Voted to recommend that the City Council approve the General Plan amendment adopting the East Park Lane Small Area Master Plan as an element of the General Plan, as written in the staff report with an added condition as follows: The applicant shall revise the Small Area Master Plan removing the southern outlet onto Main Street.*

*Vote: 4-1 (Connie Deianni was the dissenting vote).*

**Item 6** Nathan Peterson (Public Hearing) – Applicant is requesting conditional use approval to exceed the minimum drive-way width on .39 acres of property located at 1294 West Atrium Court in an AE (Agriculture Estates) zone. (C-2-18)

*Voted to approve the conditional use permit as written in the staff report with an added condition as follows: 2) the proposed drainage plan will be reviewed and approved by the City at time of building permit.*

*Vote: 5-0*

**Item 7** Farmington City (Public Hearing) – Applicant is requesting miscellaneous amendments to the Zoning Ordinance as follows: **a)** Amending Section 11-7-040(E) & (F), clarifying authority in permitted and conditional uses; **b)** Amending Section 11-10-040(H)(1) establishing ADUs in agriculture zones as being subordinate in height and area to the main dwelling; **c)** Amending Sections 11-13-020 and 11-13-030 moving secondary dwelling units from a conditional use to a permitted use; **d)** Amending Section 11-18-040(D)(1) requiring that any pedestrian walkway used to define a block face be a legislative and discretionary decision; **e)** Amending Section 11-28-120(I)(6) removing the requirement that “other temporary use exemptions” receive written approval from the City Council, and replacing it with City Manager approval; **f)** Amending Section 11-28-200 regulating secondary dwelling units.

*Voted to recommend that the City Council approve the miscellaneous zone text amendments as written in the staff report.*

*Vote: 5-0*

Respectfully Submitted



Eric Anderson  
City Planner

Review & Concur



Dave Millheim  
City Manager

Month of February 2018	BUILDING ACTIVITY REPORT - JULY 2017 THRU JUNE 2018				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	2	2	\$607,844.89	233	233
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	2	38
CARPORT/GARAGE	0		\$0.00	16	
OTHER RESIDENTIAL	0	0	\$0.00	13	2
<b>SUB-TOTAL</b>	<b>2</b>	<b>2</b>	<b>\$3,729,079.29</b>	<b>264</b>	<b>273</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	5		\$182,946.45	47	
ADDITIONS/REMODELS	4		\$225,126.80	42	
SWIMMING POOLS/SPAS	1		\$39,969.00	15	
OTHER	23		\$132,625.24	382	
<b>SUB-TOTAL</b>	<b>33</b>		<b>\$580,667.49</b>	<b>486</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	0		\$0.00	10	
PUBLIC/INSTITUTIONAL	0		\$0.00	7	
CHURCHES	0		\$0.00	1	
OTHERS	0		\$0.00	3	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>21</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	0		\$0.00	38	
OFFICE	0		\$0.00	18	
PUBLIC/INSTITUTIONAL	1		\$33,000.00	1	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	2	
<b>SUB-TOTAL</b>	<b>1</b>		<b>\$33,000.00</b>	<b>59</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
MISC.	4		\$105,100.00	70	
<b>SUB-TOTAL</b>	<b>4</b>		<b>\$105,100.00</b>	<b>70</b>	
<b>TOTALS</b>	<b>40</b>	<b>2</b>	<b>\$4,447,846.78</b>	<b>900</b>	<b>273</b>

CITY COUNCIL AGENDA

For Council Meeting:  
March 20, 2018

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

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