

WORK SESSION: A work session will be held at 5:30 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be a tour of the Davis County Jail and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, April 16, 2019, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

PRESENTATIONS:

7:05 Recognition of Kent Hinckley for his Dedicated Service on the Planning Commission

7:10 Recognition of DeAnn Carlile for her Dedicated Service with the Youth City Council

7:15 Jail Expansion Discussion

NEW BUSINESS:

7:45 Lot Smith Statue Proposal

SUMMARY ACTION:

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

7:55 Minute Motion Approving Summary Action List

1. Approval of Minutes from March 5, 2019
2. Approval of Minutes from March 19, 2019
3. Economic Development Travel 2018/2019
4. Farmington Brownstones Subdivision Improvements Agreement
5. Sydney's Corner Subdivision Improvements Agreement

6. The Meadows at City Park Phase 2 Subdivision Improvements Agreement
7. Arbinger Office Building and Park Lane Commons Office Park Phase I Subdivision Improvements Agreement
8. Glovers Lane Sidewalk Bid – MC Green & Sons
9. Lund Lane Interlocal Reimbursement Agreement
10. Arbor Day Proclamation

OLD BUSINESS:

8:00 Fee in Lieu Agreement for Creekside Manor Subdivision

8:10 Burke Park Conservation Easement – 500 North 1525 West

GOVERNING BODY REPORTS:

8:20 City Manager Report

1. Fire Monthly Activity Report for February

8:25 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for the character, professional competence, or physical or mental health of an individual and property acquisition.

DATED this 11th day of April, 2019.

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 04/11/2019

CITY COUNCIL AGENDA

For Council Meeting:
April 16, 2019

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

It is request that City Manager Shane Pace give the invocation to the meeting and it is requested that City Councilmember Cory Ritz 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:
April 16, 2019

S U B J E C T: Recognition of Kent Hinckley for his Dedicated Service on the Planning Commission

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

David Petersen, Community Development Director will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
April 16, 2019

S U B J E C T: Recognition of DeAnn Carlile for her Dedicated Service with the Youth City Council

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Mayor Jim Talbot will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
April 16, 2019

S U B J E C T: Jail Expansion Discussion

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Curtis Koch, Davis County Clerk/Auditor will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
April 16, 2019

S U B J E C T: Lot Smith Statue Proposal

ACTION TO BE CONSIDERED:

Provide feedback/direction to staff regarding proposal.

GENERAL INFORMATION:

Shane Pace, City Manager will be leading this discussion

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

FROM THE JOURNAL OF **LOT SMITH**

Lot Smith was born in May 1830 in Williamstown, Oswego County, New York, to William Orville and Rhoda Hough Smith, the fifth of twelve children. In late 1835 or early 1836 William and Rhoda invited LDS missionaries to teach them the restored gospel, which they accepted. By 1837 they had joined the body of Saints in the Nauvoo area. Lot effectually grew up in the Church, and at age sixteen, became the youngest member of the Mormon Battalion. He reportedly had to stand on tiptoe to meet the height requirement for enlistees.

When US troops under General Albert S. Johnston approached Utah Territory in the fall of 1857, twenty-seven-year-old Lot was appointed to lead a small LDS

militia assigned to harass the federal troops as they moved through

western Wyoming and into northern Utah—and, if possible, to discourage or delay their entering the Salt Lake Valley.

Smith's account of his militia's exploits also reveals much about its narrator: a young man of remarkable wisdom whose faith and courage more than compensated for his inexperience as a military commander. The following excerpts from Smith's journal begin with his receiving his militia assignment from Daniel H. Wells.

General Wells, looking at me as straight as possible, asked if I could take a few men and turn back the trains that were on the road or burn them. I replied that I thought I could do just what he told me to. The answer appeared to please him and he accepted it, telling me that he could furnish only a few men, but that they would be sufficient, for they would appear many more to our enemies. As for provisions, none would be supplied as we were expected to board at the expense of Uncle Sam.

At 4 o'clock [a.m.], Oct 3d, we started, numbering forty-four men [and four officers, including Smith himself]. We rode nearly all night and early next morning came in sight of an ox train headed westward. I left half of my men to get breakfast with the others and proceeded to interview the bull-whackers [civilians hired by the government to drive supply trains for the Army]. On calling for the captain, a large fine-looking man stepped forward and gave his

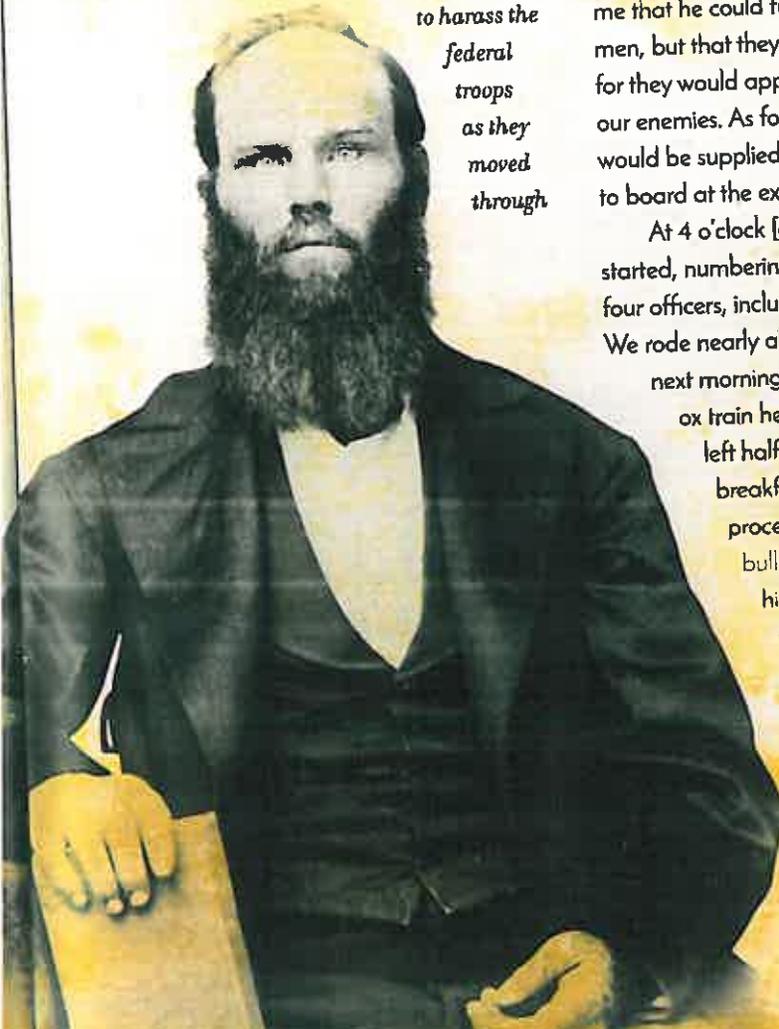
name as Rankin. I informed him that we wanted him to turn his train and go the other way until he reached the States. He wanted to know by what authority I presumed to issue such orders. I replied, pointing to my men, that **THERE** was part of it and the remainder was a little further on, concealed in the brush. He swore pretty strongly . . . ; however, he faced about and started to go east, but as soon as out of sight, would turn again towards the mountains.

US troops shortly came and took the supplies from this wagon train to protect them from Smith and his men.

Losing the opportunity to make much impression on Rankin's train, I thought something must be done speedily to carry out the instructions received [from Wells], so I sent Captain [Horton David] Haight with twenty men to see if he could get the mules of the [T]enth Regiment on any terms. With the remaining twenty-three men I started for Sandy Fork to intercept trains that might be approaching [from] that direction. On the road, seeing a large cloud of dust at a distance up the river, on the old Mormon road, I sent scouts to see what caused it. They returned, overtaking me at Sandy [Fork], and reported a train of twenty-six large freight wagons.

After traveling fourteen miles, we came up to the train, but discovered that the teamsters were drunk, and knowing that drunken men were easily excited and always ready to fight, and remembering my positive orders not to hurt anyone except in self-defense, we remained in ambush until after midnight.

I then sent scouts to thoroughly



examine the appearance of their camp, to note the number of wagons and men. . . . When they returned and reported twenty-six wagons in two lines a short distance apart, I concluded that counting one teamster to each wagon and throwing in eight or ten extra men would make their force about forty. I thought we would be a match for them, and so advanced to their camp.

As Smith and his men approached the camp, they discovered that there were two trains of twenty-six wagons each. But by placing his men in such a way that, in the darkness, it would appear there were more men than he actually had, he approached the first wagon train.

I inquired for the captain of the train. Mr. Dawson stepped

up and said he was the man. I told him I had a little business with him. He inquired the nature of it, and I replied by requesting him to get all of his men and their private property as quickly as possible out of the wagons, for I meant to put a little fire in them. He exclaimed, "For God's sake, don't burn the trains." I said that it was for His sake that I was going to burn them, and pointed out a place for his men to stack their arms, and another where they were to stand in a group, placing a guard over both.

At this moment, Smith is interrupted by a man claiming to be a messenger from yet another supply train, saying that he had dispatches. When Smith demanded that the man turn them over to him, the man replied that they were verbal only and

that he had no written messages to share.

I told him that if he lied to me, his life was not worth a straw. He became terrified; in fact, I never saw a man more frightened. The weather was a little cool, but his jaws fairly clattered. . . .

While I was [thus] engaged with the first train, a guard of the second train came down to see what was going on. I told him to go back and not move and that I would be up soon and attend to them. My scout said, afterwards that when the guard returned he squatted down by a wagon wheel and never moved until I came up. . . . By [this] time I had my men scattered out, guarding the different interests, [and] they appeared to me to have dwindled to a very small body, but the sixty or

Through the winter, Smith's militia continued to harass Johnston's troops—diverting or burning supply wagons and driving off hundreds of oxen and cattle.



Lot Smith's service in the US military began when he joined the Mormon Battalion at age 16. During the first days of the Civil War, Smith was appointed by Pres. Abraham Lincoln to command a volunteer unit assigned to guard vital telegraph lines across Wyoming and northern Utah. Utah sculptor Stan Watts has nearly completed a stunning life-size monument of Lot Smith that was commissioned by Kathy Smith, the wife of the late Bert Smith, a grandson of the famous pioneer.



Known as the Mormon Flat Breastworks, a line of fortifications were built in the cliffs in 1857 at the mouth of Little Emigration Canyon, Morgan County, Utah. Twenty-five hundred Mormon volunteers wintered in Echo Canyon and East Canyon and at Mormon Flats, building defenses to confront Johnston's Army.

seventy prisoners (for with extras, the prisoners numbered that many) never discovered it. . . .

When all was ready, I made a torch, instructing my Gentile follower [that is, one of the "prisoners" from among the members of the supply train] to do the same, as I thought it was proper for the Gentiles to spoil the Gentiles. Out of respect to the candor poor Dawson had showed, I released him from going with me when we fired the trains. . . . We rode away leaving the wagons all ablaze.

Through the winter of 1857–8, Smith's militia continued to harass Johnston's troops and the wagon trains that supplied them, diverting or burning supply wagons and stealing a large herd of cattle. There would never be an actual armed confrontation between Smith's militia and federal troops, although in early 1858, there was a close encounter with a 300-troop unit in Echo Canyon. But Smith's men were able to evade the unit and return to the Valley safely. Indeed, the only gunshot wounds received by members of Smith's militia

were accidental, the result of a single shot from a misfired weapon: the ball shattered the thigh bone of Orson P. Arnold, grazed the side of Philo Dibble's head, and went through Samuel Bateman's hat. This accident was unfortunate for two reasons: it seriously injured Arnold, and it occurred just as a US cavalry was nearly upon them.

Arnold . . . fell with his leg under him, the jagged points of the broken bone sticking out, while the blood streamed from the awful wound. It looked as though he would bleed to death in five minutes. We laid our hands upon him according to the Order of the Church, and asked our Father to preserve him, for we knew that we could not.

While engaged setting the broken bone, a picket guard came running into camp and reported two hundred cavalry close upon us. Under the circumstances, nothing could have produced greater consternation. One of the men moved that we surrender. I told them that I would say when to do that. He then proposed that we run. I replied

that I would kill the man that made that motion. Then I made my first war speech. I told the men that we were not out here of our own choice, on our own business. Our people and their rights were being assailed. It was the Lord's work that we were engaged in, and we were called by Him to protect our homes and our religion. If He suffered those troops to come near us, we would trust in Him and whip them, no matter about their numbers. The boys gathered around me and said that I had spoken right, that they would stand by me if I would stand.

Undetected by the cavalry, Smith and his men would end up carrying the injured Arnold thirty miles in a hammock on a pole, miraculously finding necessary water sources on the high deserts of Wyoming and eventually leaving Arnold with "mountain men" who nursed him back to health while Smith and the rest of his company continued their assignment. All returned to the Valley the following spring.

Lot Smith completed other assignments at the request of Church leaders, including important groundbreaking work in the settlement of Arizona. He was killed in an Indian ambush of Saints at Tuba City, Arizona, at the age of 62, in 1892. He was buried near his cabin.

After Smith's remains were excavated and reburied in Farmington in 1902, many friends and dignitaries attended a memorial service in his honor. James Sharp, a fellow militia member, declared, "I have this to say of my Commander: there lies a man who knew no fear. With his men he was gentle as a woman and as brave as a lion." And President Joseph F. Smith said, "He was a generous, noble-hearted man, and history will record the fact that Lot Smith was one of the notable figures of the past." ❏

CITY COUNCIL AGENDA

For Council Meeting:
April 16, 2019

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from March 5, 2019
2. Approval of Minutes from March 19, 2019
3. Economic Development Travel 2018/2019
4. Farmington Brownstones Subdivision Improvements Agreement
5. Sydney's Corner Subdivision Improvements Agreement
6. The Meadows at City Park Phase 2 Subdivision Improvements Agreement
7. Arbinger Office Building and Park Lane Commons Office Park Phase I Subdivision Improvements Agreement
8. Glovers Lane Sidewalk Bid – MC Green & Sons
9. Lund Lane Interlocal Reimbursement Agreement
10. Arbor Day Proclamation

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

FARMINGTON CITY COUNCIL MEETING

March 5, 2019

WORK SESSION

Present: Mayor Jim Talbot, Councilmembers Cory Ritz, Rebecca Wayment, Doug Anderson, Brett Anderson, Alex Leeman; City Manager Shane Pace, Assistant City Manager Keith Johnson, Community Development Director David Petersen; Planning Commissioners Amy Shumway, Connie Deianni, Greg Wall, Mike Plaizier, Roger Child, Rulon Homer, Russ Workman, Shawn Beus; Economic Development Director Brigham Mellor, City Building Official Eric Miller, Associate Planner Meagan Booth, City Recorder Holly Gadd, Recording Secretary Brittney Whitecar

Accessory Dwelling Units

Farmington City resident **Jake Young** (employed by the Salt Lake County Department of Regional Planning), presented regarding accessory dwelling units (ADU's). Accessory dwellings generally refer to a second building on a property in addition to the main dwelling which is used for the occupancy of a second family unit or is a dwelling unit within the main building, separated with the intent to be used by a second family.

Jake Young provided statistics regarding the recent increase in home prices in Utah as well as rapid population growth. Accessory dwellings are becoming a way for many families to afford their homes by gaining rental income on their property, and providing renters with affordable rental options when renting out the secondary unit.

Jake Young reviewed statistics regarding ADU's such as average rental costs, financial benefits to the property owner, and the number of legal ADU's in many Utah cities.

Eric Miller said that in Farmington City, building code for "for profit" rental units include the requirement for separate meters, electric, water heater, breaker access, and a 1-hour firewall. If a family has a finished basement that they would like to convert into a rental unit, they often must remodel to meet the building code requirements.

David Petersen presented maps showing in which sections of the city accessory dwelling units and secondary dwelling units are currently allowed, and where they are permitted with a conditional use permit.

REGULAR SESSION

Present: Mayor Jim Talbot, Councilmembers Cory Ritz, Rebecca Wayment, Doug Anderson, Brett Anderson, Alex Leeman; City Manager Shane Pace, Assistant City Manager Keith Johnson, Community Development Director David Petersen, Associate Planner Meagan Booth, Economic Development Director Brigham Mellor, City Recorder Holly Gadd, Recording Secretary Brittney Whitecar

CALL TO ORDER

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

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

The Invocation was offered by **Brett Anderson** and the Pledge of Allegiance was led by Boy Scout **Easton Manning**.

PRESENTATIONS:

Recognition of Emily Pace for her dedicated service to the Youth City Council

Mayor Jim Talbot publically thanked Emily Pace for 5 years of service with the Youth City Council. He presented Emily with a plaque in recognition of her efforts

Emily Pace expressed her gratitude for the position and said the youth have taught her so much and hopes that she has provided a positive, educational experience for them in return.

Introduction of the new Youth City Council members and the administration of Oath of Office.

Emily Pace introduced the 2019 Farmington Youth City Council and invited them to the front.

Mayor Jim Talbot lead the new members in the Youth City Council oath and welcomed them to the Youth City Council.

Recognition of Shane Pace for obtaining his IMCA Credentials Manager

David Larsen, City Manager of South Weber City and **Corbin Lee** from West Jordan City recognized Shane Pace for obtaining his IMCA Manager Credential. The International City Management Association (ICMA) recognizes local managers and promotes excellent city

governance by promoting professional, proficient community management. Shane Pace is one of 15 individuals in the state to have earned this credential through experience and education.

NEW BUSINESS:

Planned Unit Development (PUD) Application for Farmington Greens

David Petersen introduced the item as the final 2.63 undeveloped acres of the Farmington Greens PUD, which began development in the year 2000. At the time this remaining parcel had been zoned Commercial because there was no commercial zone anywhere near the development and a small commercial area was thought to present a possible way for the community to get basic goods without having to travel to the grocery store, which was quite far away. The public hearing for the item was held March, 2018. The location is the Southeast corner of Clark Lane and 1525 West. The application is requesting to continue the PUD in order to get flexibility regarding setback standards and required parking spaces.

Wayne Petty 175 E. South Temple Salt Lake City, UT said he read over the meeting minutes from the Planning Commission meeting and public hearing. Wayne said they'd considered several options for the parcel including apartments and storage units for this location. Apartments were not well received by the community so they decided on storage as it arguably makes the least impact on the community.

Adam Nash 6076 S. 900 E. Salt Lake City, UT represents the landowners regarding this application. He said the previous discussion regarding this application centered around trying to find a compromise regarding the use of this land. At the time he brought forth ideas such as a car wash, condos, and business space. He is looking for suggestions from the City.

Adam Nash showed the site plan. The outer section of the parcel would be lined by a wall of one story storage units 10 feet from the road, with two entrances between the openings in the storage unit wall and retail space buildings. Inside the parcel would be a two story office space, accessible by the two openings between the storage units and retail space.

Alex Leeman excused himself from the discussion due to a conflict of interest. He stated that he had a professional relationship with Wayne Petty.

Doug Anderson asked the applicant if he had made drawings where the storage units meet regular setbacks before creating the existing application that requires a PUD. **Wayne Petty** said yes, but he couldn't make it work from a design standpoint.

Brett Anderson said that when reviewing the standards for PUD's in code section 11-27-020, the purpose of a PUD is to provide open space to a predominantly residential community, generally to incorporate natural features and enhance the community in some way. He isn't sure the application fits the purpose. **Brett Anderson** said he thinks, when reading the code, this application doesn't meet the standards for a PUD, however subjective they may be. The

code says that the PUD will provide no detriment to the surrounding property, which he believes that a windowless wall of storage units contradicts in the eyes of adjacent homeowners in the AE zone that makes up the rest of this PUD.

Doug Anderson said he agrees with many of the points made by Brett Anderson and feels that, though he is not opposed to storage units, the presented site plan does not meet the requirements set forth by the code regarding a PUD.

Rebecca Wayment agreed with Doug and Brett and said she would like to see a plan that meets regular setbacks for the area. She said this use does not meet the use of the adjacent residential property.

Cory Ritz showed the entire PUD for the Farmington Greens area and said that the area already pushes the allowed development density for a PUD in the zone. He said that there are many variances being asked of the City Council with this application. He said that he understands that this area is zoned commercial, but the current application deviates from too many standards to justify.

Motion:

Brett Anderson made a motion to deny the request to amend the Farmington Greens PUD and/or deny the requested deviations with findings to be presented at the next meeting. **Cory Ritz** seconded the motion, which was unanimously approved. **Alex Leeman** abstained from the vote due to his professional relationship to Wayne Petty.

Gemperline Plat Amendment Proposal for Somerset Farms

David Petersen showed an aerial view of the lots involved with the application. The neighbors appear to be in favor of the application.

Greg Wall 812 White Hall Ct, Farmington UT said that the application is straightforward. The two landowners involved in this request intend to adjust their property lines to create more equal lot sizes.

Doug Anderson made a motion to approve the proposed plat amendment to the Somerset Farms PUD as requested. **Rebecca** seconded the motion, which was unanimously approved.

Consideration for Adoption of a Resolution Authorizing the Issuance and Sale of not more than \$1,300,000 Aggregate Principal amount of Excise Tax Revenue Bonds, Series 2019; and Related Matters

Mayor Talbot said this is protocol to publically announce the principal amount not to be exceeded.

Alex Leeman made a motion to approve the bond for the completion of the 650 West Park according to the terms set forth with this item, not exceeding \$1,300,000 to be paid back over a seven-year period. **Cory Ritz** seconded the motion, which was unanimously approved.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

1. Approval of Minutes from February 19, 2019
2. Bill of Sale for the 650 West Tiger Grant Project Improvements
3. Parks Master Plan 2019 Addendum
4. TDR Agreement for Sydney's Corner Subdivision
5. Water Impact Fee Analysis Contract
6. Animal Control Contract with Davis County
7. Inter-local Agreement with Davis County for Election Services
8. Justice Court Revenue/Purchase of Equipment
9. New football helmets for recreation football league
10. Surplus property – 2003 Ford Explorer

Brett Anderson excused himself from item #4 because he has professional clients with interest in the project.

Rebecca Wayment made the motion to approve 1-10 – omitting #9 regarding football helmets for further discussion. **Alex Leeman** seconded the motion which was unanimously approved.

Rebecca Wayment said that there was a discussion on social media recently where citizens thought the City was eliminating the youth football program. She wanted to clarify that Farmington is not eliminating the program. The City is changing their mascot from the Farmington Eagles to the Farmington Phoenix to match the local high school, which is common practice and creates a sense of community.

Rebecca Wayment said some comments had been made that changing the mascot to match Farmington High School may inadvertently exclude players who live within the Viewmont and Davis High Boundaries. She said this is not the intent. Kids within other school boundaries are still welcome to play in the league.

Doug Anderson said he saw the post as well and the only changes intended to be made are the colors and mascot, but the program will continue. He feels that aligning the mascot with the local high school is good for the community and though he knows there will be some sensitivity,

the substance of the program will remain the same and many local communities match their program mascots to the local high school.

Rebecca Wayment made a motion to approve the change to the football helmets and colors and designate \$29,000 for the reconditioning and purchasing of new football helmets to match the newly designated colors. **Doug Anderson** seconded the motion, which was unanimously approved.

OLD BUSINESS

Lund Lane Interlocal Agreement with Centerville City

David Petersen said that Ivory Homes is developing the Stonebrook Farms subdivision along Lund Lane, which is the boundary between Farmington and Centerville Cities. Both cities are coming together to make necessary improvements to Lund Lane.

Doug Anderson made a motion to approve the interlocal agreement with Centerville City regarding the present and future improvements to Lund Lane and the ongoing operation and maintenance of this right-of-way. **Alex Leeman** seconded the motion, which was unanimously approved.

Burke Lane Road Design Change Order

Chad Boshell said this started in September 2015 on the portion of Burke Lane from Station Parkway, to Red Barn, and spanning down to 1525 West. At the time, the City would develop a small portion, find a problem, develop another portion, run into another problem and so forth. The biggest problem was storm drainage, because they could not see a solution for detaining water from the business park. They planned on a detention basin at the corner of Burke Lane and 1525 West, but they couldn't get enough water to route there. UDOT since acquired the land at Burke land and 1525 West which solved some of the problem but created a new project. The road needs to be re-designed to accommodate changes. The City has added concrete medians. Along with the purchase of the property of the new park, the City must do a Wetland delineation and geotechnical study. The requested \$58,425 includes those projects and other items that need to be finished including the detention basin at the new park. The money will come out of the City transportation impact fees and storm drain impact fees funds.

Alex Leeman made a motion to approve the change order in the amount of \$58,425 to include items such as Burke Lane. **Cory Ritz** seconded the item, which was unanimously approved.

GOVERNING BODY REPORTS

City Manager Report

1. Fire Monthly Activity Report for January
2. Building Activity Report for January

Rebecca Wayment

Rebecca Wayment provided an update on the Trails Committee. She said that trails is now operating under the Parks and Recreation department in cooperation with Neil Miller. on April 27th, they will host an Arbor Day cleanup. They're focusing on Woodland Park and asking for volunteers to come help them clean and beautify the park. The plant a tree program will also be ready this spring which will provide residents with complementary trees to plant in their yards.

Rebecca Wayment said that Trails meetings are not announced on the website like the other meetings within the city are. Trails would like to be added to the website so people know about their meetings. She also reported that they would like their activities and matters to be highlighted in the City newsletter more.

Doug Anderson

The Youth City Council kickoff will be Thursday March 7th. Doug Anderson will attend.

Brett Anderson

Met with the Development Review and Economic Development committees. Discussed the business park and the low income housing project proposed by Rich Haws adjacent to Red Barn.

Brett Anderson expressed concern that low income housing next door might deter companies from wanting to come into the business park. One or two negative incidences in the area might cause business tenants to leave.

Cory Ritz

Asked that Public works work on the 650 West street cut issue next to the Mountain View subdivision.

Alex Leeman

Went to the Utah League of Cities and Towns meeting with Shane Pace. Alex was impressed with Shane at the meeting because he was so knowledgeable about and seems to have such a great handle on the government issues at hand.

ADJOURN

At 9:32 p.m., **Rebecca Wayment** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion, which was unanimously approved.

Holly Gadd

Farmington City Recorder

FARMINGTON CITY COUNCIL MEETING

March 19, 2019

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Alex Leeman, Brett Anderson; City Manager Shane Pace, Assistant City Manager Keith Johnson, City Attorney Todd Godfrey, City Recorder Holly Gadd, Community Development Director David Petersen, Economic Development Director Brigham Mellor

Excused: Recording Secretary Brittney Whitecar

Mecham Isom Bart (MIB) Partners

Mayor Jim Talbot invited Steve Barth, Steve Mecham, and Eric Isom from MIB Partners; lobbyists that have been hired to assist Farmington City, to give updates about the recent legislative sessions.

MIB Partners have represented Farmington City regarding many legislative issues; particularly the upcoming transportation projects in Farmington City such as the Shepard Lane interchange and West Davis Corridor.

Mayor Jim Talbot said that having lobbyists on the City's side has helped get the attention of legislatures and funding for various city related projects and needs.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Alex Leeman, Brett Anderson; City Manager Shane Pace, Assistant City Manager Keith Johnson, City Attorney Todd Godfrey, City Recorder Holly Gadd, Community Development Director David Petersen, Economic Development Director Brigham Mellor

Excused: Recording Secretary Brittney Whitecar

Call to Order

Mayor Jim Talbot called the meeting to order at 7:00 p.m.

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

The invocation was offered by **Doug Anderson** and the Pledge of Allegiance was led by **Rebecca Wayment**.

SUMMARY ACTION:

Minute Approving Summary Action List

1. Approval of Minutes from March 5, 2018
2. Findings – PUD Amendment Application for Farmington Greens
3. Resolution for Agreements with Centerville City and Jeffrey Johnson
4. Ordinance Correcting Ordinance #2018-29, Vacating 1875 North Street

Rebecca Wayment made a motion to approve the summary action list. **Brett Anderson** seconded the motion, which was unanimously approved. **Alex Leeman** formally excused himself from item #2 due to a conflict of interest related to the applicant; **Brett Anderson** formally excused himself from item #3 due to a conflict of interest related to the applicant; **Cory Ritz** formally excused himself from item #4 due to a conflict of interest related to the applicant.

GOVERNING BODY REPORTS:

City Manager Report

1. Strategic Plan Update

City Manager **Shane Pace** said that **Randy Rigby** approached him recently regarding the Church of Jesus Christ of Latter Day Saints' initiative "Just Serve"; which he regionally oversees. The initiative is planning a day of service on April 27th for 5 recipients, and has selected Farmington City as one of those recipients. Farmington City will receive two hours of service on that day. All recipients will receive Bee's Baseball tickets for that evening and tee-shirts from Workers Comp Fund. Parks and Recreation already has some service projects in the works for April 27th, so those will be incorporated into the initiative.

In the Fall of 2018, the Fire Department expressed interest in changing the firework boundary line in Farmington City. **Mayor Jim Talbot** said the City has been very sensitive about fireworks in recent years due to the drought. He suggested that the Council be mindful of changing the boundaries and suggested some further discussion between himself, Councilmember Wayment, and City Staff.

City Manager **Shane Pace** brought up the current issue of the County jail expansion. There was an agreement made between the City and the County in the past agreeing to an expansion limit for the jail, which has already been reached. The County would now like to expand further, so Mayor Jim Talbot and City Manager Shane Pace have asked the county to present their intentions to the City Council. **Alex Leeman** asked if there would be any gain for Farmington should the Council agree to an amendment. **City Manager Shane Pace** said paramedic services could be transferred to cities.

Mayor Talbot & City Council Reports

Alex Leeman

No Comments at this time.

Brett Anderson

No Comments at this time.

Doug Anderson

No Comments at this time.

Cory Ritz

Mosquito abatement may start using drones to spray areas that planes and ground crews cannot access. They currently use drones at Farmington Bay.

Rebecca Wayment

The flag will be raised at the top of the Flag Rock Trail on Saturday, March 23rd. There will be a small ceremony. All are invited.

CLOSED SESSION:

At 7:38 p.m., **Alex Leeman** made a motion to go into a closed meeting for the purpose of property acquisition. **Brett Anderson** seconded the motion, which was unanimously approved.

Sworn statement

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

H. Jim Talbot, Mayor

Motion:

At 8:48 p.m., a motion to reconvene into an open meeting was made by **Doug Anderson**. The motion was seconded by **Brett Anderson**, which was unanimously approved.

Adjournment

At 8:49 p.m., Brett Anderson moved to adjourn the meeting.

Holly Gadd
City Recorder



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

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Brigham Mellor, Economic Development Director
Date: April 16, 2018
SUBJECT: **Economic Development Travel 2019/2018 year**

RECOMMENDATION

Approve out of state travel request from Economic Development Department

BACKGROUND

City policy requires that all out of state travel made by staff be approved by the council and mayor.

June 10-12, 2019 Select USA {Washington DC} Foreign Direct Investment Summit
Total Cost = [\$1,924]

May 19-22, 2019 ICSC {Las Vegas} Retail Convention
Total Cost = [\$1,700]

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane Pace
City Manager



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: April 16, 2019

SUBJECT: FARMINGTON BROWNSTONES SUBDIVISION IMPROVEMENTS AGREEMENT RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Farmington Brownstones, LLC and Farmington City for the Farmington Brownstones Subdivision.

BACKGROUND

The bond estimate for the Farmington Brownstones Subdivision is \$156,747.75 which includes a 10% warranty bond. Farmington Brownstones, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Shane Pace
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Farmington Brownstones, LLC (hereinafter "Developer"), whose address is 801 North 500 West, Suite 103, Bountiful, UT 84010, 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 Farmington Brownstones, located at approximately 200 East State Street, 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 \$156,747.75.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$156,747.75 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a reasonable

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.
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 7th day of February, 2019

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

Farmington Brownstones, LLC, by its
Manager, Cottle Capital Group, LLC

By: Alan Cottle
Alan Cottle
Its: Manager

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer is an Individual**)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

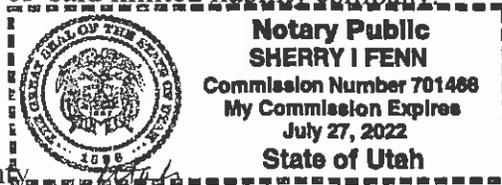
NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

On this 7th day of February, 2019, personally appeared before me Alan Cottle who being by me duly sworn did say that he or she is the Manager of Cottle Capital Group, LLC, the Manager of Farmington Brownstones, LLC, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Sherry I Fenn
NOTARY PUBLIC
Residing in Davis County, _____



**Brownstone PUD Subdivision
Bond Estimate
Revised 1/24/2019**

Storm Drain									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
15" RCP Pipe (Includes Bedding and Fill)	0	LF	\$ 44.00	\$ -		0	0	#DIV/0!	
18" RCP Pipe (Includes Bedding and Fill)	93	LF	\$ 54.00	\$ 5,022.00		0	0	0	
48" RCP Pipe (Includes Bedding and Fill)	0	LF	\$ 220.00	\$ -		0	0	#DIV/0!	
60" RCP Pipe (Includes Bedding and Fill)	0	LF	\$ 310.00	\$ -		0	0	#DIV/0!	
4' SD Manhole	1.25	EA	\$ 4,000.00	\$ 5,000.00		0	0	0	
5' SD Manhole	0.5	EA	\$ 4,500.00	\$ 2,250.00		0	0	0	
Single Catch Basin Curb Inlet	0.5	EA	\$ 2,200.00	\$ 1,100.00		0	0	0	
Double Catch Basin Curb Inlet	0	EA	\$ 3,000.00	\$ -		0	0	#DIV/0!	
3' Yard Drain Sump	0	EA	\$ 1,500.00	\$ -		0	0	#DIV/0!	
2'X2' Yard Drain Box	0	EA	\$ 1,500.00	\$ -		0	0	#DIV/0!	
SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00		0	0	0	
Subtotal				\$ 18,372.00					
10% Warranty Bond				\$ 12,667.00					
Total				\$ 31,039.00					

Sanitary Sewer									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Sewer Lateral	0	EA	\$ 2,000.00	\$ -		0	0	#DIV/0!	
Connect to Existing	0	EA	\$ 2,500.00	\$ -		0	0	#DIV/0!	
Sewer Manhole 4'	0.625	EA	\$ 4,000.00	\$ 2,500.00		0	0	0	
8" SDR-35 PVC Pipe	0	LF	\$ 40.00	\$ -		0	0	#DIV/0!	
Subtotal				\$ 2,500.00					
10% Warranty Bond				\$ 6,250.00					
Total				\$ 8,750.00					

Culinary Water									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Connect to Existing	0	EA	\$ 4,000.00	\$ -		0	0	#DIV/0!	
8" PVC C-900 DR 14 Culinary Water	0	LF	\$ 44.00	\$ -		0	0	#DIV/0!	
8" Gate Valve	1	EA	\$ 2,000.00	\$ 2,000.00		0	0	0	
Fittings	0	EA	\$ 600.00	\$ -		0	0	#DIV/0!	
Water Lateral	0	EA	\$ 2,000.00	\$ -		0	0	#DIV/0!	
Fire Hydrant	0.222	EA	\$ 4,500.00	\$ 999.00		0	0	0	
Subtotal				\$ 2,999.00					
10% Warranty Bond				\$ 6,704.00					
Total				\$ 9,703.00					

Road Improvements									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Clear and Grub	0	LS	\$ 6,000.00	\$ -		0	0	#DIV/0!	
Rough Grade	0	LS	\$ 15,000.00	\$ -		0	0	#DIV/0!	
Sawcut Asphalt	400	LF	\$ 4.00	\$ 1,600.00		0	0	0	
ADA Ramps	2	EA	\$ 2,000.00	\$ 4,000.00		0	0	0	
Curb and Gutter w/ Base	167	LF	\$ 20.00	\$ 3,340.00		0	0	0	
Sidewalk w/ Base	1130	SF	\$ 6.00	\$ 6,780.00		0	0	0	
Rock Retaining Wall	1	LS	\$ 50,000.00	\$ 50,000.00		0	0	0	
12" Road Base	0	SF	\$ 1.25	\$ -		0	0	#DIV/0!	
3" Asphalt Road	8630	SF	\$ 1.80	\$ 15,534.00		0	0	0	
Asphalt Patch	2980	SF	\$ 4.00	\$ 11,920.00		0	0	0	
Subtotal				\$ 93,174.00					
10% Warranty Bond				\$ 14,081.75					
Total				\$ 107,255.75					

Total Bond				\$ 156,747.75					
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Cash Deposits				
Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	11610	SF	\$ 0.20	\$ 2,322.00
Street Signs	1	EA	\$ 300.00	\$ 300.00
Street Lights	1	EA	\$ 3,400.00	\$ 3,400.00



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

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: April 16, 2019

**SUBJECT: SYDNEY'S CORNER SUBDIVISION IMPROVEMENTS AGREEMENT
RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Cash Form) between Jeff Johnson and Farmington City for the Sydney's Corner Subdivision.

BACKGROUND

The bond estimate for the Sydney's Corner Subdivision is \$42,196.00 which includes a 10% warranty bond. Jeff Johnson 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

Shane Pace
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between Jeff Johnson (hereinafter "Developer"), whose address is 453 South Canyon Lane Farmington 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 Sydney Corner, located at approximately 650 W. Glovers Ln, 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 \$ 42,196.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 42,196 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this ____ day of _____, 20__

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

Jeff Johnson
By: _____
Its: _____

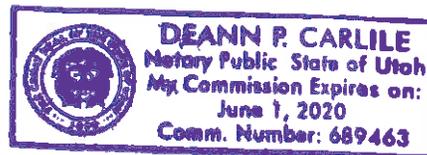
DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On this 7th day of February, 2019, personally appeared before me, Jeff Johnson, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

Deann P. Carlile
NOTARY PUBLIC
Residing in Farmington County, Davis.



(Complete if Developer is a Corporation)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

Sydney's Corner
Bond Estimate
November 16, 2018

Storm Drain					
Item	Bond Amount	Bond Released	Current Draw	%	
1" RCP Pipe (Includes Bedding and Fill)	\$ 1,760.00	\$0.00	\$0.00	0.00%	
Retention Area	\$ 2,000.00	\$0.00	\$0.00	0.00%	
SWPPP	\$ 1,000.00	\$0.00	\$0.00	0.00%	
Subtotal	\$ 4,760.00				
10% Warranty Bond	\$ 476.00				
Total	\$ 5,236.00				

Sanitary Sewer					
Item	Bond Amount	Bond Released	Current Draw	%	
Sewer Lateral	\$ 4,500.00	\$0.00	\$0.00	0.00%	
Subtotal	\$ 4,500.00				
10% Warranty Bond	\$ 450.00				
Total	\$ 4,950.00				

Culinary Water					
Item	Bond Amount	Bond Released	Current Draw	%	
Water Lateral	\$ 5,400.00	\$0.00	\$0.00	0.00%	
Subtotal	\$ 5,400.00				
10% Warranty Bond	\$ 540.00				
Total	\$ 5,940.00				

Road Improvements					
Item	Bond Amount	Bond Released	Current Draw	%	
Clear and Grub	\$ 2,000.00	\$0.00	\$0.00	0.00%	
Rough Grade	\$ 1,000.00	\$0.00	\$0.00	0.00%	
Sawcut Asphalt	\$ 1,125.00	\$0.00	\$0.00	0.00%	
Sidewalk w/ Base	\$ 10,875.00	\$0.00	\$0.00	0.00%	
ADA Ramp	\$ -	\$0.00	\$0.00	#DIV/0!	
2" Mill	\$ 8,700.00	\$0.00	\$0.00	0.00%	
Subtotal	\$ 23,700.00				
10% Warranty Bond	\$ 2,370.00				
Total	\$ 26,070.00				

Total Bond	\$ 42,196.00				
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F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: April 16, 2019

**SUBJECT: THE MEADOWS AT CITY PARK PHASE 2 SUBDIVISION
IMPROVEMENTS AGREEMENT RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Cash Form) between The Meadows at City Park, LLC and Farmington City for The Meadows at City Park Phase 2 Subdivision.

BACKGROUND

The bond estimate for The Meadows at City Park Phase 2 Subdivision is \$53,933.00 which includes a 10% warranty bond. The Meadows at City Park, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Shane Pace
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between The Meadows at City Park, LLC (hereinafter "Developer"), whose address is 47 E. Crestwood Road #1, Kaysville UT 84037, 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 The Meadows at City Park Phase 2, located at approximately 50 S. 200 W. Farmington, 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 \$53,933.00.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$53,933.00 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.
- 26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this ____ day of _____, 20__

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

Meadows at City Park, LLC

By: _____

Its: Owner

(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 DAVIS)

On this 10 day of April, 2019, personally appeared before me Sheldon Mitchell who being by me duly sworn did say that he or she is the Owner of Meadows at City Park, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Kathryn Watson
NOTARY PUBLIC
Residing in Weber County, Utch





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

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: April 16, 2019

**SUBJECT: ARBINGER OFFICE BUILDING AND PARK LANE COMMONS OFFICE
PARK PHASE 1 SUBDIVISION IMPROVEMENTS AGREEMENT
RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Cash Form) between Outward Development, LLC and Farmington City for Arbinger Office Building and Park Lane Commons Office Park Phase 1 Subdivision.

BACKGROUND

The bond estimate for the Arbinger Office Building and Park Lane Commons Office Park Phase 1 Subdivision is \$134,138.40 which includes a 10% warranty bond. Outward Development, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Shane Pace
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between Outward Development, LLC (hereinafter "Developer"), whose address is 1379 N. 1075 W. Farmington, 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 Arbinger Office Building, located at approximately 686 Arbinger Way, in Farmington City; and Commons and Park Lane Office Park Phase 1

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 \$ 134,138.40.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 134,138.40 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.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this ____ day of _____, 20__

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

By: _____
Its: Managing Member

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

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

On this 11 day of April, 2019, personally appeared before me,
Mark Trell, the signer(s) of the foregoing
instrument who duly acknowledged to me that he/she/they executed the same.

[Signature]
NOTARY PUBLIC
Residing in Davis County, Utah



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

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

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)

:ss.

COUNTY OF _____)

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

NOTARY PUBLIC

Residing in _____ County, _____.

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

STATE OF UTAH)

: ss.

COUNTY OF _____)

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

NOTARY PUBLIC

Residing in _____ County, _____.



FARMINGTON CITY

H. JAMES TAUBERT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: April 16, 2019
SUBJECT: GLOVERS LANE SIDEWALK

RECOMMENDATION

Approve the bid from MC Green to install sidewalk on the south side of the road for the amount of \$107,037.13.

BACKGROUND

To complete the sidewalk for the 650 West project the City received two proposals to install sidewalk along the south side of Glovers Lane from 650 West to 325 West. M.C. Greens proposal was \$107037.13 and Ross Campbell's was approximately \$95,000 but did not include prep work which would need to be completed by City Staff. The Streets Department is busy doing other projects this year so it is recommended to award the project to M.C. Green. There will still be a section of sidewalk along Glovers from 650 West to the D&RG trail that will not be completed due to ROW issues.

SUPPLEMENTAL INFORMATION

1. M.C. Green Proposal

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Shane Pace
City Manager



m.c. green & sons, inc.
GENERAL CONTRACTORS

150 NORTH 1050 WEST - CENTERVILLE, UTAH 84014
 PHONE: 801-298-2988 • FAX: 801-298-2697
 www.mcgreen.net

To: Farmington Qty	Contact: Chad Boshell
Address: 130 North Main	Phone: (801) 451-2383
Farmington, UT 84025 USA	Fax: (801) 451-2747
Project Name: Glovers Lane	Bid Number:
Project Location: Farmington, UTAH	Bid Date: 11/27/2018

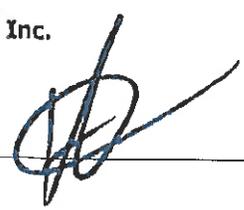
Thank you for the opportunity to bid on your project. Please call with any questions.
 Office: 801-298-2988

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$1,200.00	\$1,200.00
2	4" Sidewalk W/ Base	7,103.00	SF	\$9.20	\$65,347.60
3	6" Drive Approach W/ Base	2,579.00	SF	\$11.07	\$28,549.53
4	4" Driveway W/ Base	1,040.00	SF	\$11.00	\$11,440.00
5	ADA Ramps	2.00	EACH	\$250.00	\$500.00

Total Bid Price: \$107,037.13

Notes:

- Bid price excludes bonds, permits, licenses, fees, grates & frames, cold weather protection and winterization, stem walls, cheek walls, traffic control, asphalt patching and engineering.
- Required road base is to be furnished and placed by others on this project. M.C. Green & Sons will fine grade and compact road base within project tolerance specifications. Grade to be 0.10+/- when we move on the project.
- Surveying and layout excluded.
- If a payment and performance bond is required, please add 1.5% to total bid price.
- This bid is valid for a period of 30 days.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: M.C. Green & Sons, Inc.</p> <p>Authorized Signature: </p> <p>Estimator: _____</p>
--	---

FARMINGTON CITY



H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: April 16, 2019
SUBJECT: **Lund Lane Inter-local Reimbursement Agreement**

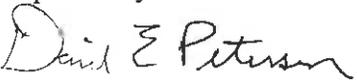
RECOMMENDATION

Move that the City Council approve the enclosed inter-local reimbursement agreement with Centerville City regarding the installation of public improvements for a portion Lund Lane.

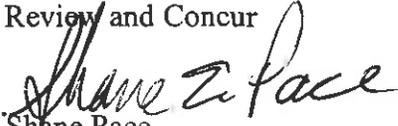
BACKGROUND

On March 5, 2019, the City entered into an inter-local agreement with Centerville for the future construction and maintenance of Lund Lane, the centerline of which is the common boundary for both municipalities. Ivory Homes is now developing the Stonebrook Farms Subdivision and will improve a portion of Lund related thereto both as project and system costs. The City is responsible to pay the system costs, but some of these improvements are located in Centerville. The enclosed agreement provides a mechanism whereby Centerville will reimburse Farmington for some of those costs upon completion of the project. For further background information, please read the recitals to the agreement.

Respectively Submitted


David Petersen
Community Development Director

Review and Concur


Shane Pace
City Manager

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 16, 2019

SUBJECT: **Lund Lane Inter-local Reimbursement Agreement**

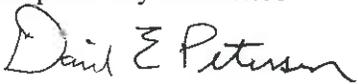
RECOMMENDATION

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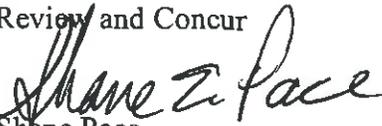
BACKGROUND

On March 5, 2019, the City entered into an inter-local agreement with Centerville for the future construction and maintenance of Lund Lane, the centerline of which is the common boundary for both municipalities. Ivory Homes is now developing the Stonebrook Farms Subdivision and will improve a portion of Lund related thereto both as project and system costs. The City is responsible to pay the system costs, but some of these improvements are located in Centerville. The enclosed agreement provides a mechanism whereby Centerville will reimburse Farmington for some of those costs upon completion of the project. For further background information, please read the recitals to the agreement.

Respectively Submitted


David Petersen
Community Development Director

Review and Concur


Shane Pace
City Manager

**INTERLOCAL AGREEMENT
FOR IMPROVEMENTS TO LUND LANE**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____, 2019, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as “Farmington,” and **CENTERVILLE CITY**, a Utah municipal corporation, hereinafter referred to as “Centerville.”

RECITALS:

WHEREAS, Ivory Homes is developing the Stonebrook Farms Subdivision (the “Project”) adjacent to the north side of Lund Lane beginning at SR106 and running thence westerly approximately 1,192 feet in length; and

WHEREAS, the legal description and boundary of the property for the Project (“Project Property”) is described in **Exhibit “A,”** attached hereto and incorporated by this reference; and

WHEREAS, a portion of the boundary line between Farmington and Centerville lies at the centerline of Lund Lane, leaving a portion of Lund Lane in Farmington and a portion within Centerville, in Davis County, State of Utah, as more particularly described in **Exhibit “B,”** attached hereto and incorporated by this reference; and

WHEREAS, Farmington and Centerville have previously entered into that certain interlocal agreement dated March 5, 2019 (“Lund Lane Interlocal Agreement”) regarding the joint construction and maintenance of Lund Lane; and

WHEREAS, as part of its approval of the Project, Farmington is requiring the developer to remove the existing asphalt within the Lund Lane right-of-way and replace it with street improvements which meet the standards set forth in the Lund Lane Interlocal Agreement and to construct sidewalk and curb and gutter on the north side of Lund Lane as it abuts the Property; and

WHEREAS, Lund Lane is identified as a collector street on both the Farmington and Centerville master transportation plans and Ivory Homes will construct a portion of the Lund Lane street improvements as a cost directly related to the Project (14 feet of asphalt), but Farmington will pay the remaining portion of the new construction on Lund Lane as a system improvement and/or other cost; and

WHEREAS, it is anticipated that Farmington will also require Ivory Homes to replace the asphalt next to existing curb and gutter located in Centerville adjacent to the parcels previously identified by the Davis County Tax I.D. #'s 07-070-0070 and 07-070-0071; and

WHEREAS a part of the anticipated system improvements associated with the Project, together with the asphalt improvements adjacent to the two aforementioned parcels, are located within Centerville on the south of its north corporate limit line within the Lund Lane right-of-way (the “Public Improvements”) and Farmington desires to be reimbursed by Centerville for the costs associated with the construction and installation of the Public Improvements; and

WHEREAS, the Utah Interlocal Cooperation Act, as more particularly set forth in Utah Code Ann. §§ 11-13-101, et seq., as amended (“Interlocal Cooperation Act”), permits local

governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Farmington and Centerville have determined that it is necessary, desirable, and in the best interest of the public which they serve to enter into this Agreement for the coordinated financing and installation of the Public Improvements for Lund Lane as more particularly provided in this Agreement.

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

1. **Farmington's Obligation.** Farmington hereby agrees to install, or cause to be installed, the Public Improvements as more particularly detailed in **Exhibit "C"** attached hereto and incorporated by this reference. Subject to the terms and conditions of this Agreement, Farmington agrees to administer all aspects of the installation and construction of the Public Improvements, including, but not limited to, bidding, contracting, permitting, installing, inspecting, and overseeing the construction work to be conducted. Centerville is authorized to conduct additional inspections or testing of work for the Public Improvements as deemed necessary by the City Engineer. The Public Improvements shall be installed in accordance with all applicable federal, state, and local ordinances, standards and specifications, and the approved Construction Drawings as set forth in **Exhibit "D,"** attached hereto and incorporated by reference. The parties have previously agreed that the Public Improvements shall be designed and installed in accordance with Centerville City Standards and Specifications.

2. **Public Improvements Reimbursement.** Centerville hereby agrees to reimburse Farmington for the total actual cost of the Public Improvements within 30 days of receiving an invoice for payment, but only upon completion, and Farmington and Centerville's inspection and approval thereof. Farmington will verify actual costs incurred to Centerville by providing receipts and other information from the contractor for the Project. Farmington shall submit any change orders affecting work or costs associated with the Public Improvements to the City Engineer for approval prior to acceptance. The parties hereby agree that the total cost estimate for the Public Improvements is approximately \$55,479.

3. **Term.** This Agreement shall become effective when the parties have executed an original or copy of this Agreement as required by law, and shall continue in effect for a period of two (2) years, unless terminated earlier by mutual consent of the parties or upon completion of the Project. Pursuant to Section 11-13-209, this Agreement may not take effect until it is filed with the keeper of records of each public agency that is a party to the Agreement.

4. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to Farmington for the Public Improvements, and supersedes all prior written or oral agreements, representations, promises, inducements or understandings between the parties with regard to any reimbursement for the Public Improvements between Centerville and Farmington.

5. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns.

6. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8. **Governmental Immunity.** The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in Utah Code Ann. §§ 63G-7-101, et seq., as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Each party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

9. **Joint Board.** To the extent this Agreement requires administration it shall be administered by the City Managers of Centerville and Farmington acting as a joint board for that purpose.

10. **Approval.** This Agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Utah Code Ann. § 11-13-202.5, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each party in accordance with Utah Code Ann. § 11-13-202.5, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party in accordance with Utah Code Ann. § 11-13-209, as amended.

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

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

ATTEST:

CENTERVILLE CITY

Centerville City Recorder

By: _____
Mayor Clark A. Wilkinson

ATTEST:

FARMINGTON CITY

Farmington City Recorder

By: _____
Mayor H. James Talbot

CENTERVILLE CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me **CLARK A. WILKINSON**, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

FARMINGTON CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me **H. JAMES TALBOT**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

EXHIBIT "A"

**Project Property Legal Description
(Stonebrook Farms Subdivision)**

BEGINNING AT THE INTERSECTION OF THE NORTH BOUNDARY OF LUND LANE (A 66 FOOT WIDE ROAD) AND THE WEST BOUNDARY OF STATE ROUTE 106 (A 66 FOOT WIDE RIGHT OF WAY) WHICH POINT IS NORTH 00°15'20" EAST 413.16 FEET ALONG THE QUARTER SECTION LINE AND NORTH 89°33'32" WEST 270.95 FEET ALONG SAID NORTH LINE OF LUND LANE FROM THE CENTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N89°33'32" WEST 1,191.99 FEET ALONG SAID NORTH LINE OF LUND LANE; THENCE NORTH 12°42'00" WEST 358.03 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF THE OLD BAMBERGER RAILROAD RIGHT OF WAY; THENCE NORTH 89°59'01" EAST 1,257.60 FEET ALONG THE SOUTH LINE OF TUSCANY VILLAGE P.U.D. SUBDIVISION; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5,759.83 FEET, A DISTANCE OF 359.10 FEET, A CHORD DIRECTION OF SOUTH 02°05'10" EAST AND A CHORD DISTANCE OF 359.05 FEET ALONG THE WESTERLY RIGHT OF WAY STATE ROUTE 106 TO THE POINT OF BEGINNING. CONTAINS 9.935 ACRES IN AREA

EXHIBIT "B"

City Boundary Line Legal Description

March 11, 2019

Farmington City – Lund Lane

Description of the Center Line of Lund Lane between the West Line of State Road 106 and the East Line of the Frontage Road on the East side of I-15.

Lund Lane is 33.00 feet on both sides of the following described Center Line:

Beginning at a point on the West Line of State Road 106, said point being North $0^{\circ}15'20''$ East 380.16 feet along the Quarter Section Line and North $89^{\circ}33'40''$ West 266.52 feet from the Center of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah and running thence North $89^{\circ}33'40''$ West 1965.04 feet to the East Line of a Frontage Road.

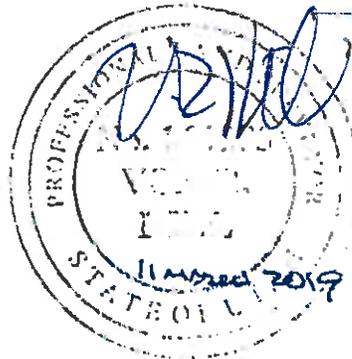


Exhibit "C"

Public Improvements Components and Costs

The proposed pavement width on Lund Lane is 28' (18.5' in Farmington and 9.5' in Centerville) from approximately 400 West (Cutler west Property Line) to the west Property Line of the 77 West home (where the existing curb and gutter begins). The new pavement width from west property line of 77 West home to Main Street will be 40' (18.5' in Farmington and 21.5' in Centerville).

The portion of the Lund Lane Public Improvements located in Centerville that Centerville will reimburse Farmington City for construction:

- 9.5' wide x 960' – (Cutler west property line to 77 West - west property line where the curb and gutter begins). Remove and Replace 23" deep with 3" pavement, 8" road-base and 12" sub-base. The 9.5' width of Pavement will extend approx. 3' wider to the south that the existing south edge of pavement. Cost breakdown is: $6.5' \times 960' \times \$4.40 / SF = \$27,456.00$ plus $3' \times 960' \times \$3.30 / SF = \$9,504.00$
- 21.5' wide x 230' (77 West west property line to Main St.). Remove and Replace 3" pavement. Cost breakdown is: $21.5' \times 230' \times \$2.35 / SF = 11,620.75$
- Remove and reconstruct Concrete Manhole Collar – 6 EA x \$483 / EA = **\$2,898.00**
- Estimated additional road-base for crown from 77 West to Main St. and for shouldering from 400 West to 77 West. Estimate 200 Tons x \$20 / Ton = **\$4,000.00**

Total Estimate = \$55,478.75

Exhibit "D"

Approved Construction Drawings



700 S. 20th St., 4th Floor, Suite 400, Ft. Worth, TX 76102
 (817) 336-4400 www.edmpartners.com



SCALE: 1/8" = 1'-0"

PROJECT INFORMATION
 Project: Stonebrook Farms
 Location: 1675 South 1675 East Street
 City: Farmington City, Centerville, UT 84005



- NOTES**
- All utility lines shown are approximate and subject to change. The contractor shall verify the location and depth of all utilities prior to construction.
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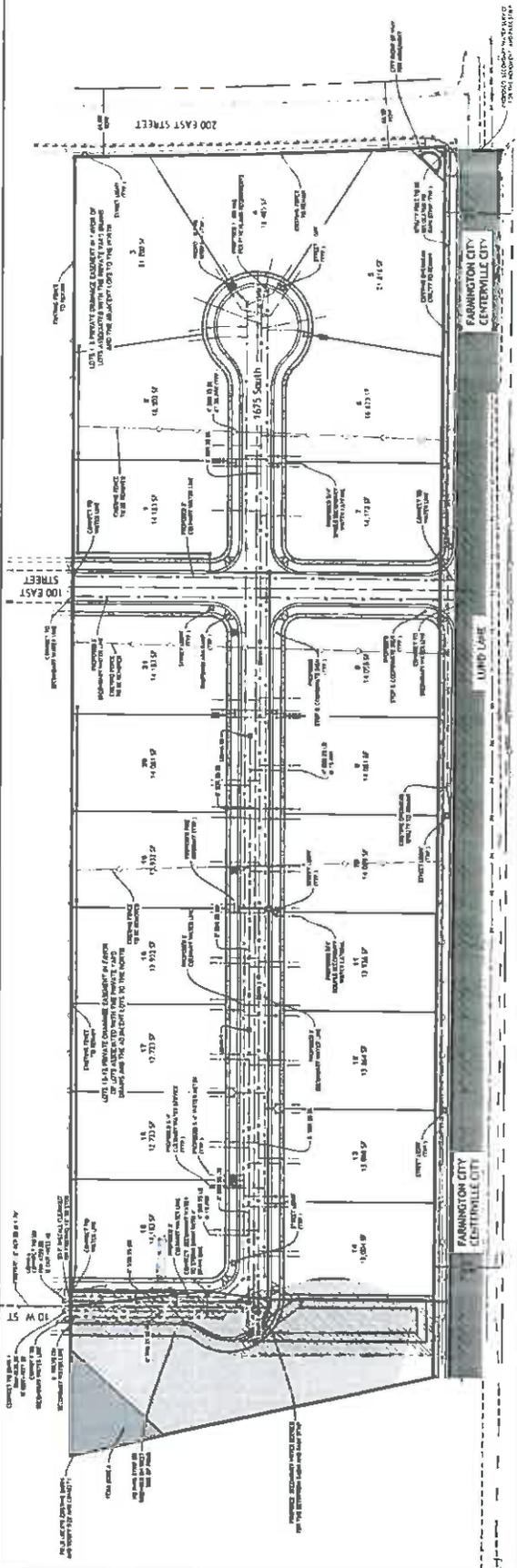
APPROVED FOR CONSTRUCTION
 Date: _____



Stonebrook Farms
 Overall Utility Plan

PROJECT NO. _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____

DATE: December 14, 2018
 SHEET NUMBER: **0-2**



FARMINGTON CITY
 CENTERVILLE CITY



2983 200th St, Suite 100, Lake City, MN 55009
 (952) 931-4000 www.edm.com



SCALE: 1" = 40'

DATE: 11/14/13
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 558 Lake City, UT 84017
 801-467-2000



United HomeCare, Inc. HomeBuilder

- NOTES:**
- All utility lines, improvements and easements shown on this plan are to be installed in accordance with the applicable codes and specifications of the City of Farmington, MN.
 - All utility lines, improvements and easements shown on this plan are to be installed in accordance with the applicable codes and specifications of the City of Farmington, MN.
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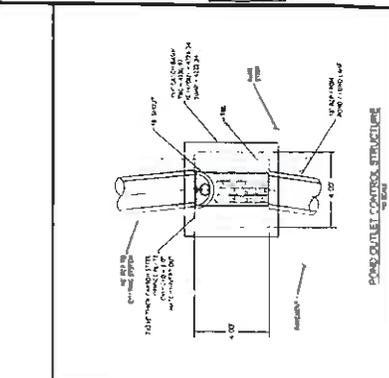
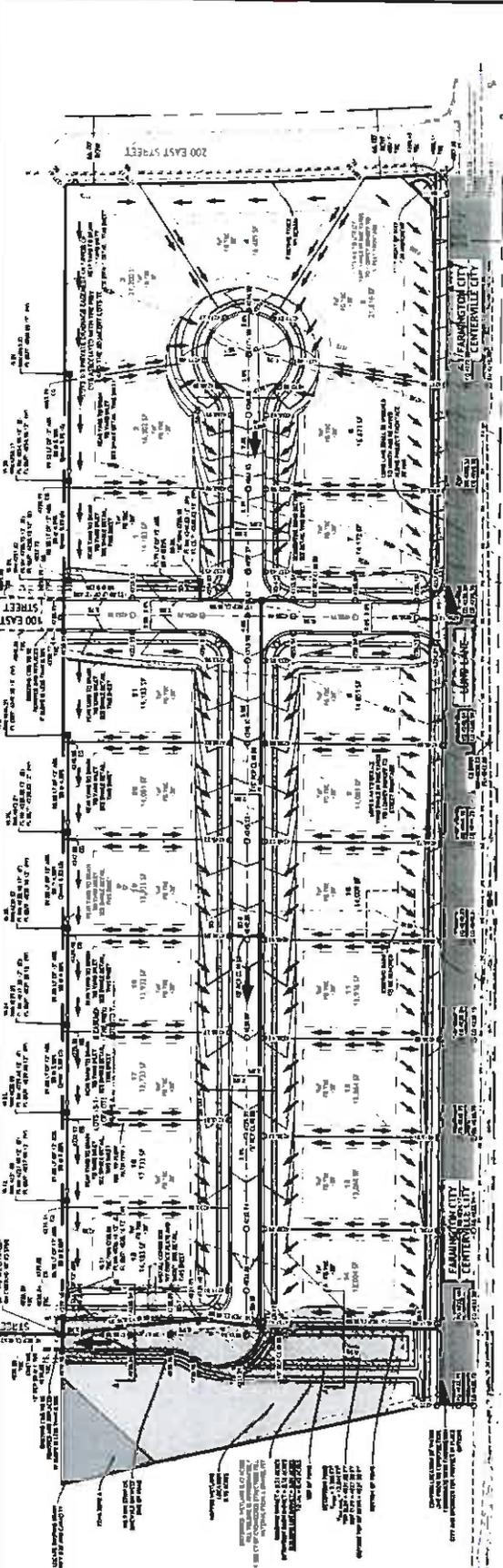
APPROVED FOR CONSTRUCTION



Stonebrook Farms
 Overall Grading & Drainage Plan

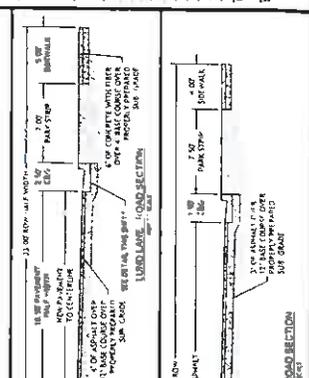
PROJECT: Stonebrook Farms
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 REVISIONS: [List]
 DATE: 11/14/13

DATE: December 14, 2010
 SHEET NUMBER: **O-3**



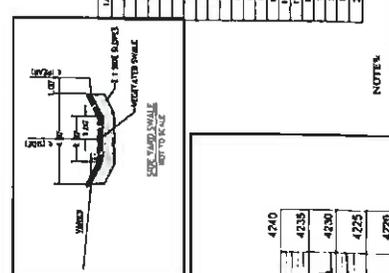
MINIMUM BUILDING ELEVATIONS

LINE	RELATIVE	TYPE	MINIMUM	FINISH	FINISH
1	410.00	1ST FLOOR	410.00	410.00	410.00
2	410.00	2ND FLOOR	410.00	410.00	410.00
3	410.00	3RD FLOOR	410.00	410.00	410.00
4	410.00	4TH FLOOR	410.00	410.00	410.00
5	410.00	5TH FLOOR	410.00	410.00	410.00
6	410.00	6TH FLOOR	410.00	410.00	410.00
7	410.00	7TH FLOOR	410.00	410.00	410.00
8	410.00	8TH FLOOR	410.00	410.00	410.00
9	410.00	9TH FLOOR	410.00	410.00	410.00
10	410.00	10TH FLOOR	410.00	410.00	410.00
11	410.00	11TH FLOOR	410.00	410.00	410.00
12	410.00	12TH FLOOR	410.00	410.00	410.00
13	410.00	13TH FLOOR	410.00	410.00	410.00
14	410.00	14TH FLOOR	410.00	410.00	410.00
15	410.00	15TH FLOOR	410.00	410.00	410.00
16	410.00	16TH FLOOR	410.00	410.00	410.00
17	410.00	17TH FLOOR	410.00	410.00	410.00
18	410.00	18TH FLOOR	410.00	410.00	410.00
19	410.00	19TH FLOOR	410.00	410.00	410.00
20	410.00	20TH FLOOR	410.00	410.00	410.00



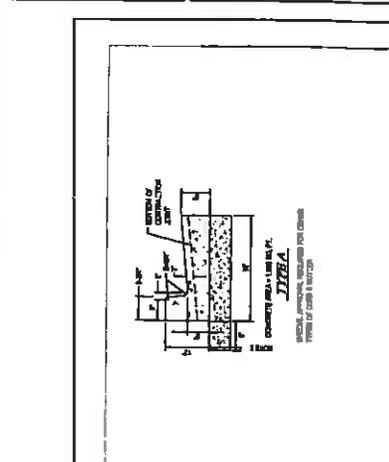
WETLAND SECTION B-B

LINE	RELATIVE	TYPE	MINIMUM	FINISH	FINISH
1	420.00	1ST FLOOR	420.00	420.00	420.00
2	420.00	2ND FLOOR	420.00	420.00	420.00
3	420.00	3RD FLOOR	420.00	420.00	420.00
4	420.00	4TH FLOOR	420.00	420.00	420.00
5	420.00	5TH FLOOR	420.00	420.00	420.00
6	420.00	6TH FLOOR	420.00	420.00	420.00
7	420.00	7TH FLOOR	420.00	420.00	420.00
8	420.00	8TH FLOOR	420.00	420.00	420.00
9	420.00	9TH FLOOR	420.00	420.00	420.00
10	420.00	10TH FLOOR	420.00	420.00	420.00
11	420.00	11TH FLOOR	420.00	420.00	420.00
12	420.00	12TH FLOOR	420.00	420.00	420.00
13	420.00	13TH FLOOR	420.00	420.00	420.00
14	420.00	14TH FLOOR	420.00	420.00	420.00
15	420.00	15TH FLOOR	420.00	420.00	420.00
16	420.00	16TH FLOOR	420.00	420.00	420.00
17	420.00	17TH FLOOR	420.00	420.00	420.00
18	420.00	18TH FLOOR	420.00	420.00	420.00
19	420.00	19TH FLOOR	420.00	420.00	420.00
20	420.00	20TH FLOOR	420.00	420.00	420.00



WETLAND SECTION A-A

LINE	RELATIVE	TYPE	MINIMUM	FINISH	FINISH
1	420.00	1ST FLOOR	420.00	420.00	420.00
2	420.00	2ND FLOOR	420.00	420.00	420.00
3	420.00	3RD FLOOR	420.00	420.00	420.00
4	420.00	4TH FLOOR	420.00	420.00	420.00
5	420.00	5TH FLOOR	420.00	420.00	420.00
6	420.00	6TH FLOOR	420.00	420.00	420.00
7	420.00	7TH FLOOR	420.00	420.00	420.00
8	420.00	8TH FLOOR	420.00	420.00	420.00
9	420.00	9TH FLOOR	420.00	420.00	420.00
10	420.00	10TH FLOOR	420.00	420.00	420.00
11	420.00	11TH FLOOR	420.00	420.00	420.00
12	420.00	12TH FLOOR	420.00	420.00	420.00
13	420.00	13TH FLOOR	420.00	420.00	420.00
14	420.00	14TH FLOOR	420.00	420.00	420.00
15	420.00	15TH FLOOR	420.00	420.00	420.00
16	420.00	16TH FLOOR	420.00	420.00	420.00
17	420.00	17TH FLOOR	420.00	420.00	420.00
18	420.00	18TH FLOOR	420.00	420.00	420.00
19	420.00	19TH FLOOR	420.00	420.00	420.00
20	420.00	20TH FLOOR	420.00	420.00	420.00



CURB AND GUTTER

MINIMUM BUILDING ELEVATIONS

NOTE: ALL UTILITY LINES, IMPROVEMENTS AND EASEMENTS SHOWN ON THIS PLAN ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND SPECIFICATIONS OF THE CITY OF FARMINGTON, MN.



EDM Partners
 1705 S. 20th St., Suite 100, Lincoln, NE 68502
 (402) 441-1100 www.edmpart.com



SCALE 1" = 50'



DEVELOPER
 Ivory Homes
 538 East 17th Street
 Lincoln, NE 68502
 402-441-7000



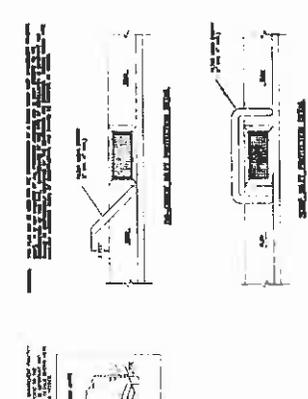
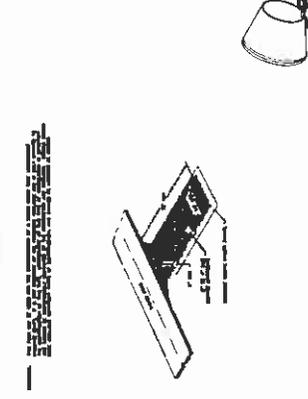
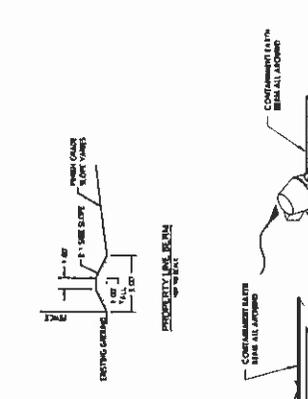
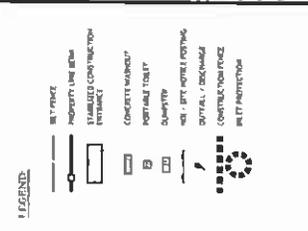
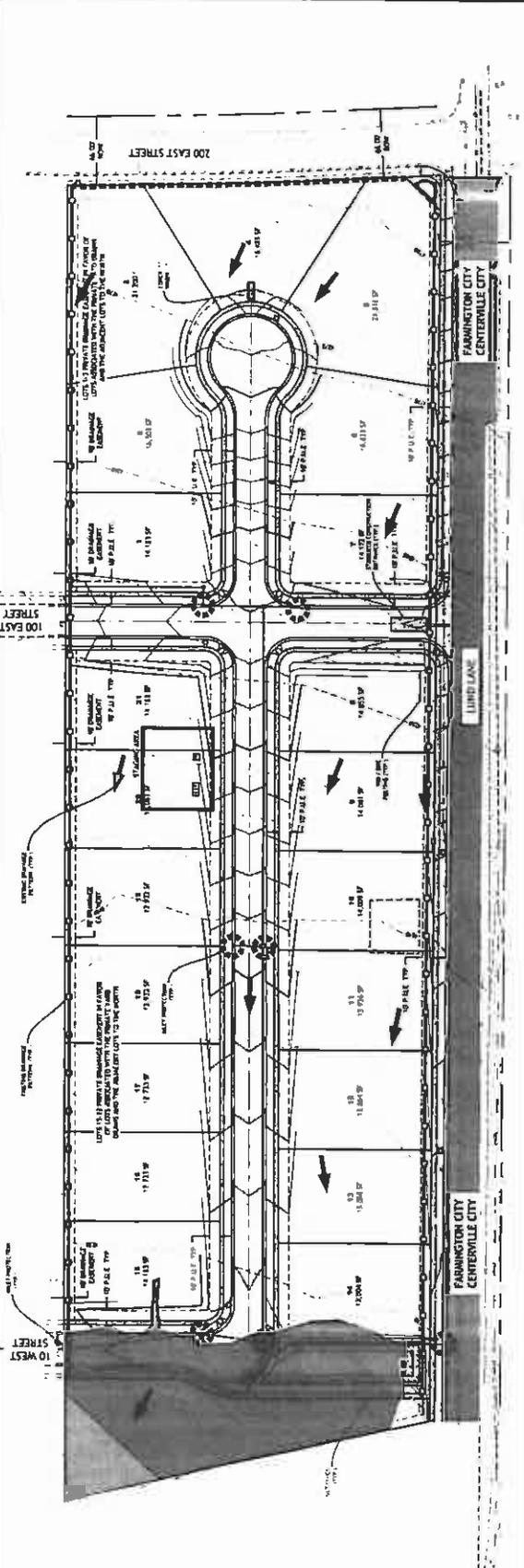
NOTES:
 1. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
 2. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
 3. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
 4. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
 5. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
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 7. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
 8. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
 9. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
 10. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.

APPROVED FOR CONSTRUCTION
 Date: _____
 Professional City Engineer: _____



Stonebrook Farms
 Overall Erosion Control Plan

PROJECT: Stonebrook Farms
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]
 SHEET NUMBER: O-5



1. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
2. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
3. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
4. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
5. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
6. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
7. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
8. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
9. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.
10. All utility lines shown are approximate and should be verified with the existing site plan/records of the City of Lincoln.



1705 S. 190th, 4717 South Park, Ste. 118, #100
 (971) 351-6171
 www.edmpartners.com



SCALE: 1" = 30'
 DEVELOPER:

Gregory D. Hines
 1705 S. 190th, 4717 South Park, Ste. 118, #100
 Salt Lake City, UT 84117
 801-377-7900

IVORYHOMES
 Look at us for Your Home in 2014

- NOTES:**
- All work to be done in accordance with the conditions and specifications of contract.
 - All utility lines to be shown and located by the contractor.
 - All utility lines to be shown and located by the contractor.
 - All work to be done in accordance with the conditions and specifications of contract.
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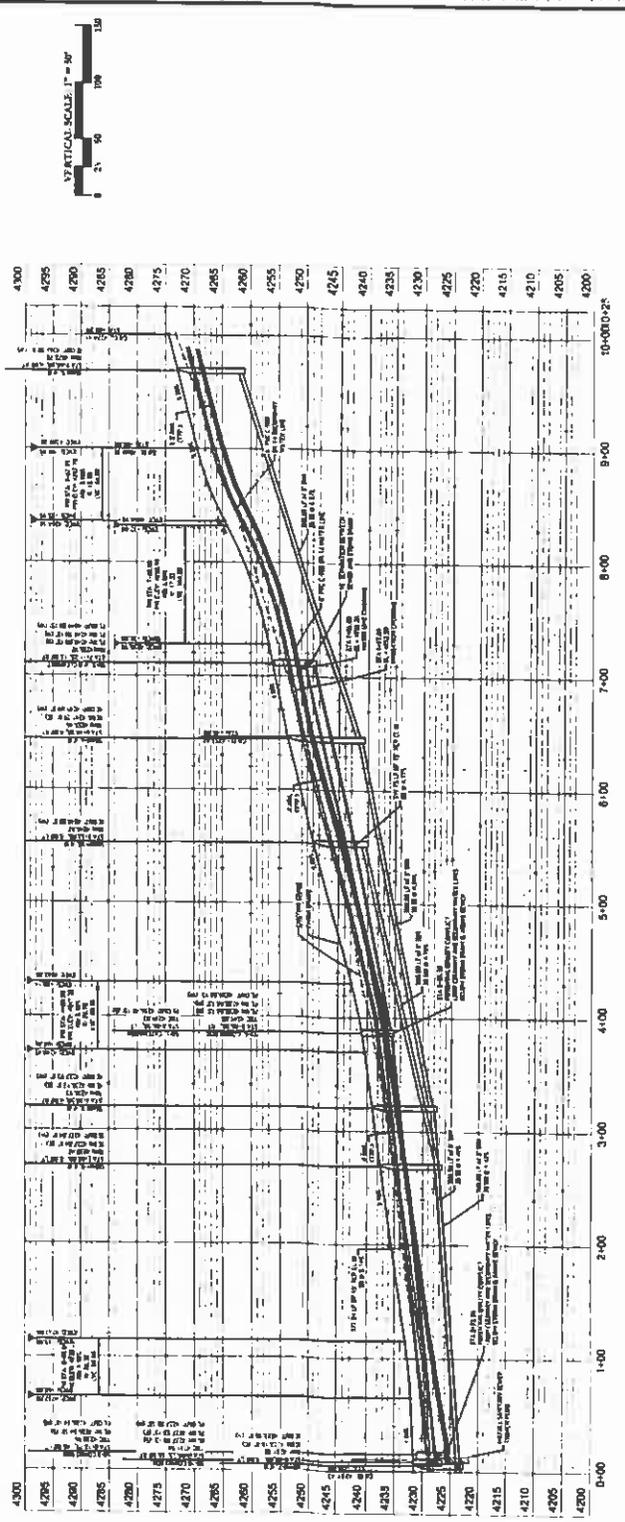
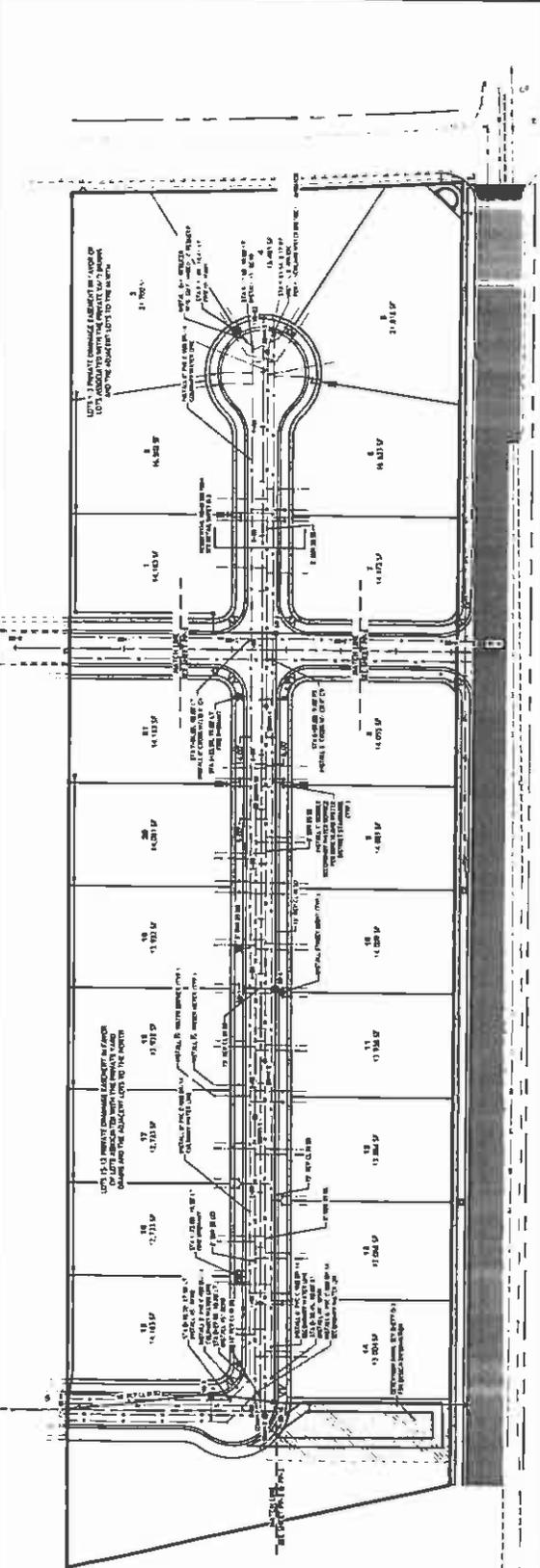
APPROVED FOR CONSTRUCTION
 Gregory D. Hines
 Professional Engineer, License No. 12114
 Date: _____

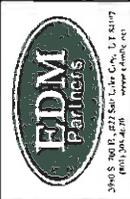


Stonebrook Farms
 1035 South
 Plan & Profile

PROJECT: 1035 South
 DRAWN BY: NAME
 CHECKED BY: NAME
 REVISED BY: NAME
 DATE: DATE
 REMARKS:

DATE: December 14, 2018
 SHEET NUMBER: PP-1





3060 S. Kings Highway, Suite 100, Westborough, MA 01581
 508.733.4444
 www.edmpartners.com

WVORY HOMES
 U.S. Home Builder

- NOTES:**
1. See all other drawings for details and specifications of construction.
 2. See the notes on the drawings for details and specifications of construction.
 3. All construction shall conform to the specifications of the State of Vermont.
 4. All construction shall conform to the specifications of the State of Vermont.
 5. All construction shall conform to the specifications of the State of Vermont.
 6. All construction shall conform to the specifications of the State of Vermont.
 7. All construction shall conform to the specifications of the State of Vermont.

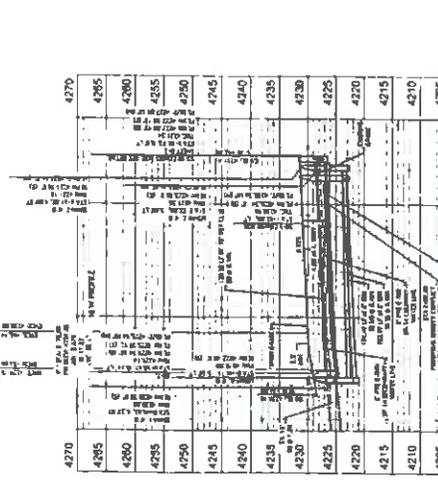
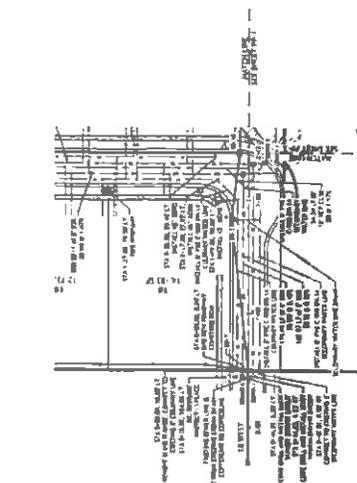
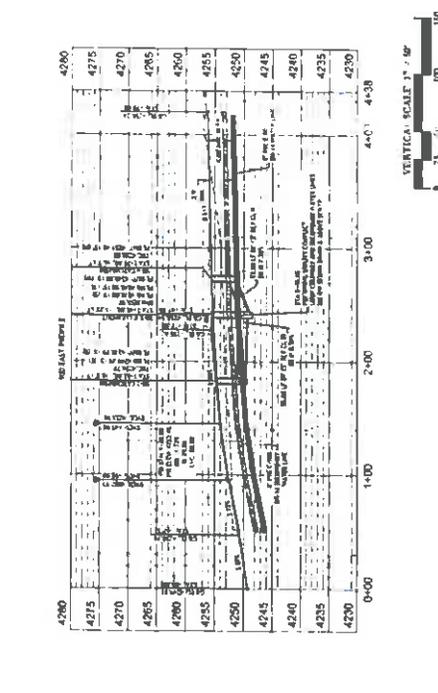
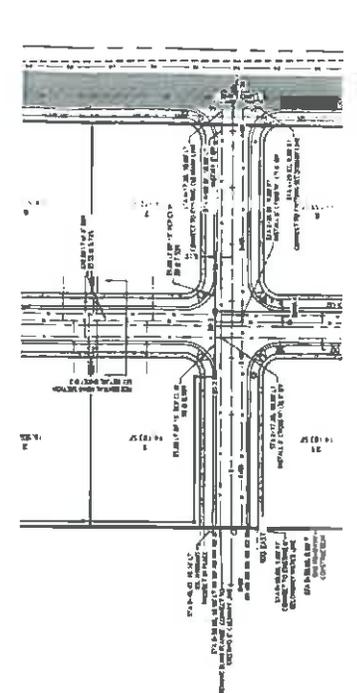
APPROVED FOR CONSTRUCTION

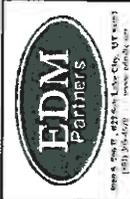


Stonebrook Farms
 10 W. & 100 E. Ave.
 Plans & Profiles

PROJECT: Stonebrook Farms
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

DATE: December 14, 2018
 SHEET NUMBER: PP-2





1000 S. Main St., #225 Salt Lake City, UT 84111
 (801) 224-4477 www.edmpartners.com



SCALE 1" = 50'
 0 5 10 20 30 40 50 60 70 80 90 100

DEVELOPER
 Tronic Development
 578 East Westwood Lane
 Salt Lake City, UT 84119
 313-721-9999



IVORY HOMES
 2000 S. Main St., #225 Salt Lake City, UT 84111

- NOTES**
1. See project background for full information with the structure and construction of Center.
 2. See lower sheets.
 3. All dimensions are given in feet and inches unless otherwise noted.
 4. All dimensions to be in accordance with the specifications of the International Building Code.
 5. All dimensions to be in accordance with the specifications of the International Building Code.
 6. All dimensions to be in accordance with the specifications of the International Building Code.
 7. All dimensions to be in accordance with the specifications of the International Building Code.

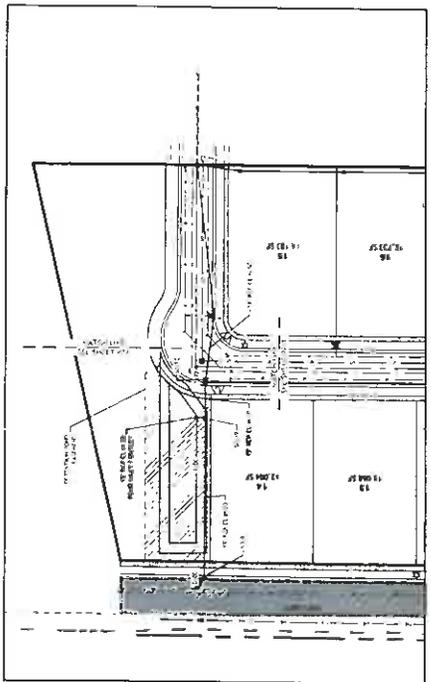
APPROVED FOR CONSTRUCTION
 [Signature] DATE: _____



Stonebrook Farms
 Storm Drain Outfall
 Plan & Profile

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 DATE: December 14, 2018

PP-3



VERTICAL SCALE: 1" = 10'

Station	Profile	Ground	Proposed	Notes
4265				
4260				
4255				
4250				
4245				
4240				
4235				
4230				
4225				
4220				
4215				
4210				
4205				
4200				
0+00				
1+00				
2+00				
3+00				
4+00				
5+00				
6+00				
6+25				

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 27, 2019 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 16th day of April 2019

H. James Talbot
Mayor

CITY COUNCIL AGENDA

For Council Meeting:
April 16, 2019

S U B J E C T: Fee in Lieu Agreement for Creekside Manor Subdivision

ACTION TO BE CONSIDERED:

Approve the enclosed Fee in Lieu of Conservation Land Dedication Agreement for the Creekside Manor Subdivision.

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
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: April 16, 2019

SUBJECT: **FEE IN LIEU OF CONSERVATION LAND DEDICATION AGREEMENT—CREEKSIDE MANOR SUBDIVISION**

RECOMMENDATION

Move that the City Council approve the enclosed Fee in Lieu of Conservation Land Dedication agreement for the Creekside Manor Subdivision.

BACKGROUND

Previously, Shane Pace, worked with Jerry Preston, the developer of the Creekside Manor Conservation Subdivision, consisting of 8 lots on property (5.818 acres) located at approximately 950 West 500 South in an AE (Agriculture Estates) zone, and established a dollar amount for City Council consideration for a possible fee in lieu of conservation land dedication regarding a request to waive open space requirements for the project. Thereafter the City Council approved the schematic plan and the waiver, which waiver included 1) the aforementioned fee, and 2) a requirement to convey to the City and trail easement as shown on said schematic plan. The enclosed agreement memorializes the intent of the Council.

Respectively Submitted

David Petersen

Community Development Director

Review and Concur

Shane Pace

City Manager

AGREEMENT
FEE IN LIEU OF CONSERVATION LAND DEDICATION
Creekside Manor Subdivision

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between Jerry Preston, (hereinafter “Developer”) and FARMINGTON CITY, a Utah Municipal Corporation (hereinafter the “City”).

RECITALS

WHEREAS, Developer submitted an application to the City for the Creekside Manor Subdivision (S-23-18) as a conservation subdivision consisting of 8 lots on property (5.818 acres) located at approximately 950 West 500 South in an AE (Agriculture Estates) zone, which property is more particularly described in **Exhibit “A”**, attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, City approved a schematic plan for the Project on January 22, 2019, attached hereto as **Exhibit “B”** and by this reference made a part hereof (the “Schematic Plan”), and a waiver of the required conservation land for the Project, both subject to, among other things, 1) the City receiving a trail easement as shown on the Schematic Plan and, 2) a fee in lieu of remaining conservation land dedication as enabled by Section 11-12-068 of the City’s Zoning Ordinance;

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

1. Fee in Lieu Amount and Payment. Developer shall pay to the City the fee in lieu of conservation land dedication in the amount of \$22,000 (the “Fee in Lieu Amount”). The Developer must (a) pay the Fee in Lieu Amount prior to the recordation of the final plat; and (b) convey the trail easement as shown on the Schematic Plan to the City.
2. Default. In the event the City’s approval of the Final Plat expires prior to the plat recordation, this Agreement shall be null and void.
3. Warrant of Authority. Developer hereby warrants that he has authority to commit the land use approvals for the Property, as conditional on the payment of the Fee in Lieu Amount of Conservation Land Relocation.
4. Assignment. Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City, which consent shall not be unreasonably withheld.
5. Notice. Any notices, requests and/or demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended,

or if mailed, by certified mail, return receipt requested, postage prepaid, to its address shown below:

To the Owners:

Jerry Preston
49 North Main Street
Farmington, Utah 84025

To the City:

Farmington City
Attention: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

6. Amendments. Any amendments to this Agreement must be in writing and signed by the respective parties hereto.

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

“CITY”
FARMINGTON CITY

By _____
Mayor

ATTEST:

City Recorder

“DEVELOPER”

By: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, _____, personally appeared before me _____, who being by me duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, _____, personally appeared before me _____, who being by me duly sworn, did say that they are the developer of the subject property and acknowledged to me that they executed the foregoing Agreement.

NOTARY PUBLIC

My Commission Expires:

Residing at:

Exhibit "A"

Property Description

Exhibit "B"

Schematic Plan

Exhibit "A"

Property Description

Exhibit "B"
Schematic Plan

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 24, AND THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL ALSO LOCATED IN FARMINGTON, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF NORTH COTTONWOOD CREEK, SAID POINT BEING NORTH 89°55'05" EAST 337.14 FEET ALONG THE QUARTER-SECTION LINE FROM THE SOUTHWEST QUARTER OF SAID SECTION 24, AND RUNNING;

THENCE NORTH 44°49'29" EAST 173.07 FEET ALONG THE CENTERLINE OF SAID NORTH COTTONWOOD CREEK;

THENCE NORTH 41°01'24" EAST 160.92 FEET ALONG THE CENTERLINE OF SAID NORTH COTTONWOOD CREEK;

THENCE NORTH 31°57'32" EAST 122.89 FEET;

THENCE NORTH 25°21'34" EAST 196.23 FEET;

THENCE SOUTH 89°51'30" EAST 105.94 FEET TO A POINT ON THE WEST LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD;

THENCE SOUTH 34°45'26" EAST 340.36 FEET ALONG THE WEST LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD;

THENCE SOUTH 89°47'00" WEST 35.11 FEET;

THENCE SOUTH 00°02'06" EAST 490.11 FEET TO THE NORTH LINE OF 500 SOUTH STREET;

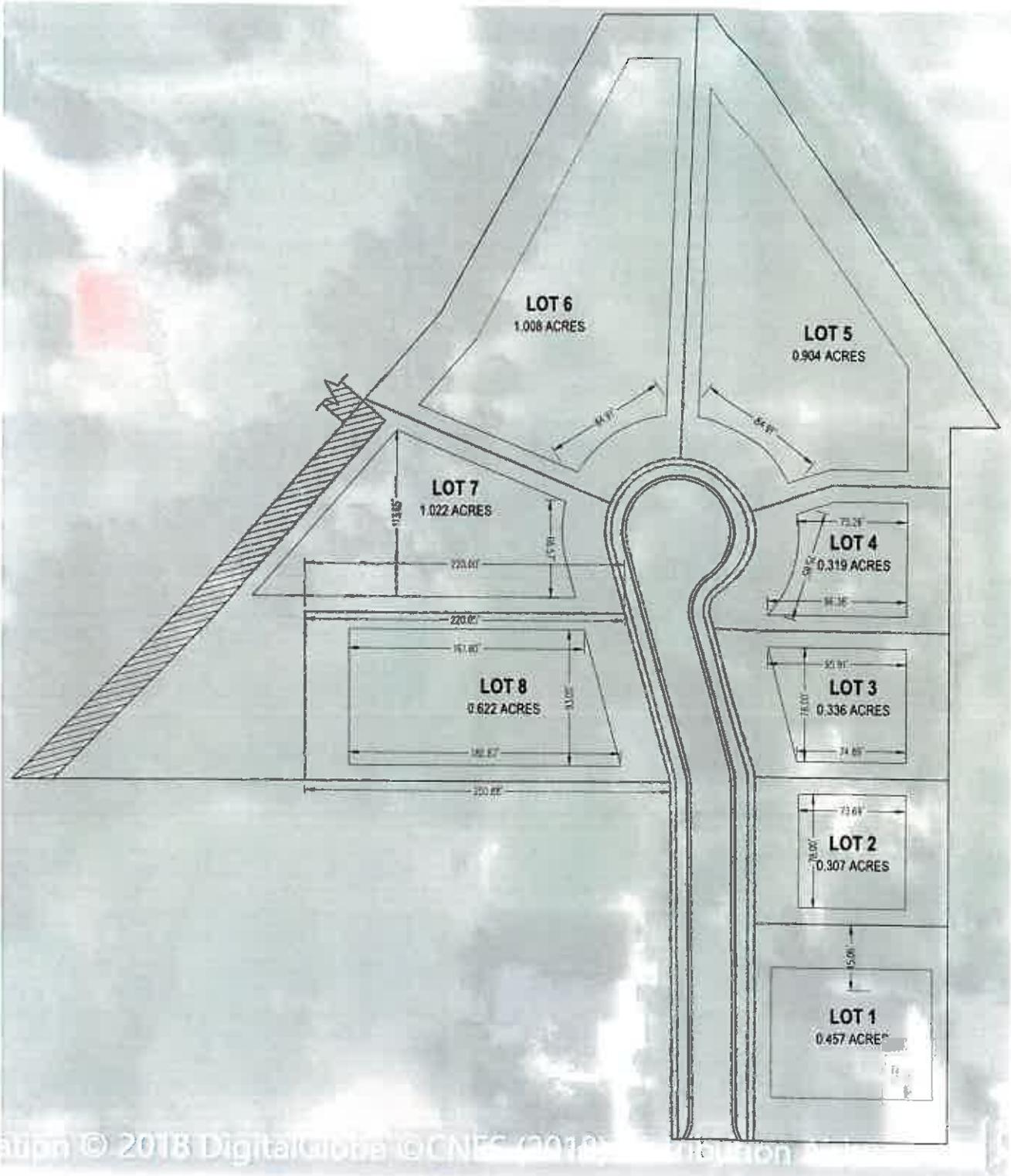
THENCE NORTH 89°48'10" WEST 200.00 FEET ALONG THE NORTH LINE OF 500 SOUTH STREET;

THENCE NORTH 00°02'06" WEST 244.34 FEET TO THE QUARTER-SECTION LINE;

THENCE SOUTH 89°55'05" WEST 441.74 FEET ALONG THE QUARTER-SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 253,451 SQUARE FEET OR 5.818 ACRES.

EXHIBIT B
SCHEMATIC PLAN



CITY COUNCIL AGENDA

For Council Meeting:
April 16, 2019

S U B J E C T: Burke Park Conservation Easement – 500 North 1525 West

ACTION TO BE CONSIDERED:

Approve the enclosed Conservation Easement required per our agreement with UDOT for the mitigation of 1100 W Glover Park for the West Davis Corridor.

GENERAL INFORMATION:

See enclosed staff report prepared by Brigham Mellor, Economic Development Director.

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
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Brigham Mellor, Economic Development Director
Date: April 16, 2018
SUBJECT: **Burke Park Conservation Easement**

RECOMMENDATION

Approve execution of the conservation easement required per our agreement with UDOT for the mitigation of 1100 West Glover park for the WDC.

BACKGROUND

UDOT is condemning our park on 1100 west for the construction of West Davis Corridor, one of the terms if that condemnation agreement was to place a conservation easement on the property, we were acquiring with the funds used for mitigation. This needs to be completed before the last \$1.61 Million in park improvement funds are to be released from the State account to the City account.

Respectfully Submitted

A handwritten signature in black ink, appearing to be "Brigham Mellor".

Brigham Mellor
Economic Development Director

Concur

A handwritten signature in black ink, appearing to be "Shane Pace".

Shane Pace
City Manager

WHEN RECORDED, MAIL TO:

FARMINGTON CITY
Attn: City Manager
160 South Main
Farmington, Utah 84025

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of _____, 2019, by Farmington City Corporation whose mailing address is 160 South Main street Farmington, Utah 84025, (hereinafter "Grantor"), in favor of **FARMINGTON CITY REDEVELOPEMNT AGENCY**, a Municipal Tax Increment Financing Jurisdiction whose mailing address is 160 South Main Street, Farmington, Utah, 84025, (hereinafter "Grantee").

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple title of certain real property located in Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2, hereinafter referred to as the "Property;" and

WHEREAS, the Property possesses unique and sensitive natural, scenic, open space, stream and drainage detention basin, wetlands, wildlife habitat, and/or recreational park amenities and values (collectively referred to as "conservation values") of great importance to the Grantor, the Grantee, Farmington City, Utah, and the public; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with those values; and

WHEREAS, Grantor intends to preserve and protect the conservation values of the Property in perpetuity through this Easement and dedication of the same to Grantee; and

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly *Utah Code Ann. § 57-18-1, et seq.*, as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. **Conveyance.** Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the "Easement") over and across all the Property to preserve and protect the natural, ecological, water, wildlife habitat, open space, scenic, aesthetic, and wetland values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. Property. The Property subject to this Easement consists of approximately 15 acres located at 500 North 1525 West, Farmington, Utah, and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

3. Current Use and Condition of Property. The Property presently consists of sensitive, natural, scenic, open space, stream and drainage detention, wetlands, and pastureland reflecting natural vegetation of the area.

4. Purpose. Grantor is the fee simple title owner of the Property and is committed to preserving the conservation values of the Property. The purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wetland and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Any use of the Property which may impair or interfere with the conservation values is prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the conservation values of the Property.

5. Duration. The duration of the Easement shall be perpetual.

6. Permitted and Conditional Uses. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are specifically permitted:

- (a) Conservation of open land in its natural state.
- (b) Agricultural and horticultural uses, including raising crops or Class "B" livestock excluding associated buildings or residences and commercial livestock operations involving swine, poultry and mink. Livestock grazing is permitted and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property.
- (c) Pastureland for sheep, cows and horses.
- (d) Regional storm water detention basin for the general benefit of the public.
- (e) Underground utility easements for drainage, public rights-of-way, sewer or water lines, or other public purposes, in locations as approved by the City of Farmington, subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days, unless otherwise agreed to in writing by the Grantee, which restoration shall be conducted to the satisfaction of the Grantee to protect and preserve the conservation values of the Property.

(f) Non-motorized recreational use of the Property, such as trails, bikeways, pavilions, amphitheaters, playing fields and playgrounds, in designated areas only as delineated on Exhibit "B."

(g) Community open space uses, such as village greens, parks, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses.

(h) Parking as needed to accommodate the recreational amenity.

(i) Roads and accommodations for required access and easements.

7. Prohibited Uses. Any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the conservation values is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Any division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property; except for subdivision and dedication of the Property as necessary to dedicated approved trails within the Property, or to accommodate the use of the Property as a public park.

(b) Any residential, commercial or industrial activity.

(c) Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.

(d) Any dumping or storing of ashes, trash, garbage or junk on the Property.

(e) Burning of any materials on the Property, except as necessary for fire protection purposes.

(f) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain the Property and to maintain utility lines running through the Property in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.

(g) Hunting or trapping for any purpose other than predatory or problem animal control on the Property.

(h) Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped

annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.

- (i) Any agricultural use of the Property not expressly permitted herein.
- (j) Advertising of any kind or nature on the Property and any billboards or signs; provided a directory and information sign may be displayed describing the Conservation Easement and prohibited or authorized use of the same.
- (k) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. Rights of the Grantee. Grantor confers the following rights upon Grantee to perpetually enforce the preservation of the conservation values of the Property and to accomplish the purpose of this Easement.

- (a) Grantee has the right to preserve and protect the conservation values of the Property.
- (b) Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.
- (c) Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the conservation values of the Property.
- (d) Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.
- (e) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.
- (f) Grantee has the right to engage in activities that restore or enhance the biological and ecological integrity of the Property, provide recreation amenities, and detain storm water. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

9. Duties of the Grantor. Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with rights reserved in Grantor by this Easement, Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement. The following duties and responsibilities, among others, shall be performed by Grantor with respect to the Property:

(a) Protect, preserve and enhance the aesthetic, open space, storm water drainage detention, pasturelands, wetlands and/or wildlife habitat values of the Property;

(b) Construct and maintain appropriate fire prevention and control measures including, but not limited to fire break paths along the boundaries of the Property.

10. Enforcement of Easement.

(a) Notice and Demand. If Grantee determines that Grantor or its successors are in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor or its successors of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

(b) Failure to Act. If, for a 28-day period after the date of the written notice from Grantee to Grantor, or its successors, the Grantor or its successors continues violating the Easement, or if the Grantor or its successors does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys fees incurred by the Grantee compelling such compliance.

(c) Absence of Grantor. If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the conservation values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs incurred by Grantee in pursuing such remedies.

(d) Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

(e) Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in

violation of the Easement to the condition which existed at the time of the signing of this instrument.

(f) The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

(g) A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. Permitted Construction and Maintenance Activities. This Easement is subject to the rights of Farmington City or any other agency or utility holding appropriate easements to enter upon the Property for the construction, installation, operation and maintenance of subsurface utilities as permitted herein. After exercise of rights retained herein, the permitted entity or utility company in interest, shall take reasonable actions to restore the Property to its natural condition prior to the conduct of any of the foregoing activities.

12. Maintenance. The Property shall be maintained by Grantor, in accordance with the Maintenance Plan set forth as Exhibit "C," attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property. Grantor hereby agrees to maintain the conservation values and landscaping within the area covered by the storm drain easement held by the Grantee. Grantee hereby agrees to maintain the storm drain facilities and trail subject to the provisions set forth in the respective easements therefor.

13. Indemnification. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the "Indemnified Parties," from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

15. Transfer of Grantee's Interest. If circumstances arise such that the Grantee is no longer is able to enforce its rights under this instrument it may, subject to the approval of the Grantor, assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code, to be approved by the Grantor, such approval not to be unreasonably withheld, The Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization

qualifying at the time of the transfer as an eligible done under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

16. Termination of the Easement. This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement's purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an Owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement.

(a) If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings. Grantee will be entitled to compensation in accordance with applicable laws and judicial determination.

(b) If the Property is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws.

17. Transfer of Grantor's Interest. The Grantor, or its successors (hereinafter Owners) shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of the Grantor or Owners to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon conveyance of title to the Property, the Grantor or Owners, as applicable, shall be released from their obligations under this Easement.

18. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following:

To Grantee: Farmington RDA
Attn: Managing Director
160 South Main Street
Farmington, Utah 84025-0160

To Grantor: Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025-0160

or to such other address as the Grantee or Grantor shall from time to time shall designate by written notice.

19. Title Warranty. Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in Exhibit "D," attached hereto and incorporated herein by this reference, and hereby promises to defend the same against all claims that may be made against it.

20. Subsequent Encumbrances. The grant of any easement or use restriction that might diminish or impair the conservation values of the Property is prohibited.

21. Recordation. The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah and may re-record it at any time as may be required to preserve its rights in this Easement.

22. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

23. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann. § 57-18-1 et seq.*, as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

24. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

25. Joint Obligation. Subject to the provisions set forth herein, the obligations imposed by this Easement upon any Owners shall be joint and several.

26. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, subsequent Owners of the Property, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

27. Entire Agreement. This Easement, together with all exhibits, sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

28. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF Grantor has executed this instrument on the day and year first above written.

**GRANTOR:
FARMINGTON CITY**

By: _____
H. James Talbot

Its: _____
Mayor

**GRANTEE:
FARMINGTON REDEVELOPMENT AGENCY**

By: _____
H. James Talbot

Its: _____
Board Chair

ATTEST:

City Recorder

FARMINGTON RDA ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me _____
_____, who being by me duly sworn, did say that he is the Board Chair of
FARMINGTON CITY RDA, a tax increment financing jurisdiction, and that said instrument was
signed in behalf of the RDA by authority of its governing body and said Board Chair acknowledged
to me that the RDA executed the same.

NOTARY PUBLIC

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____ 2019, personally appeared before me,
_____, who being by me duly sworn, did say that (s)he is the
_____ of **FARMINGTON CITY**, a municipal corporation, and that
the foregoing instrument was signed on behalf of the City by authority of its Mayor and duly
acknowledgment to me that the City executed the same.

NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

Exhibit "A" Legal Description of Easement Area-

PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR AND CAP MARKED "BASELINE LS 316833" LOCATED AT THE SOUTHWEST CORNER OF PARCEL A OF PARK LANE COMMONS – PHASE 3 SAID POINT BEING SOUTH 89°45'48" WEST 1404.80 FEET ALONG THE SOUTH LINE OF SAID SECTION 14 AND NORTH 00°14'12" WEST 115.75 FEET FROM THE SOUTHEAST QUARTER CORNER OF SAID SECTION 14 THENCE AS FOLLOWS: NORTH 00°55'27" EAST 197.93 FEET ALONG THE WEST LINE OF SAID PARCEL A THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL A THE FOLLOWING NINE (9) COURSES: (1) SOUTH 82°41'40" EAST 19.10 FEET (2) EASTERLY 16.44 FEET ALONG THE ARC OF A 58.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°06'06", THE CHORD OF WHICH BEARS NORTH 89°15'17" EAST 16.39 FEET; (3) EASTERLY 118.15 FEET ALONG THE ARC OF A 2149.21 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°08'59", THE CHORD OF WHICH BEARS NORTH 82°46'44" EAST 118.14 FEET; (4) NORTHEASTERLY 24.08 FEET ALONG THE ARC OF A 20.86 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°08'24", THE CHORD OF WHICH BEARS NORTH 51°17'01" EAST 22.77 FEET; (5) NORTH 30°17'30" EAST 27.03 FEET; (6) NORTHEASTERLY 12.11 FEET ALONG THE ARC OF A 17.18 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°23'14", THE CHORD OF WHICH BEARS NORTH 50°29'07" EAST 11.86 FEET; (7) NORTH 72°42'05" EAST 89.87 FEET; (8) NORTH 53°20'37" EAST 26.14 FEET; (9) NORTHEASTERLY 39.92 FEET ALONG THE ARC OF A 62.46 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36°37'21", THE CHORD OF WHICH BEARS NORTH 35°01'57" EAST 39.25 FEET TO A LINE ON THE BOUNDARY OF RECORD OF SURVEY #5238 FILED AT THE DAVIS COUNTY SURVEYORS OFFICE; THENCE ALONG SAID BOUNDARY LINES OR EXTENSIONS OF BOUNDARY LINES THE FOLLOWING FIVE (5) COURSES: (1) NORTH 89°46'42" WEST 298.57 FEET; (2) NORTH 00°00'18" EAST 225.73 FEET; (3) SOUTH 89°40'15" WEST 1267.48 FEET; (4) SOUTH 00°19'58" EAST 278.94 FEET; (5) SOUTH 34°42'03" EAST 322.73 FEET TO A REBAR AND CAP MARKED "H&A ENGR PLS 166386"; THENCE SOUTH 89°42'10" EAST 1055.09 FEET TO THE POINT OF BEGINNING.

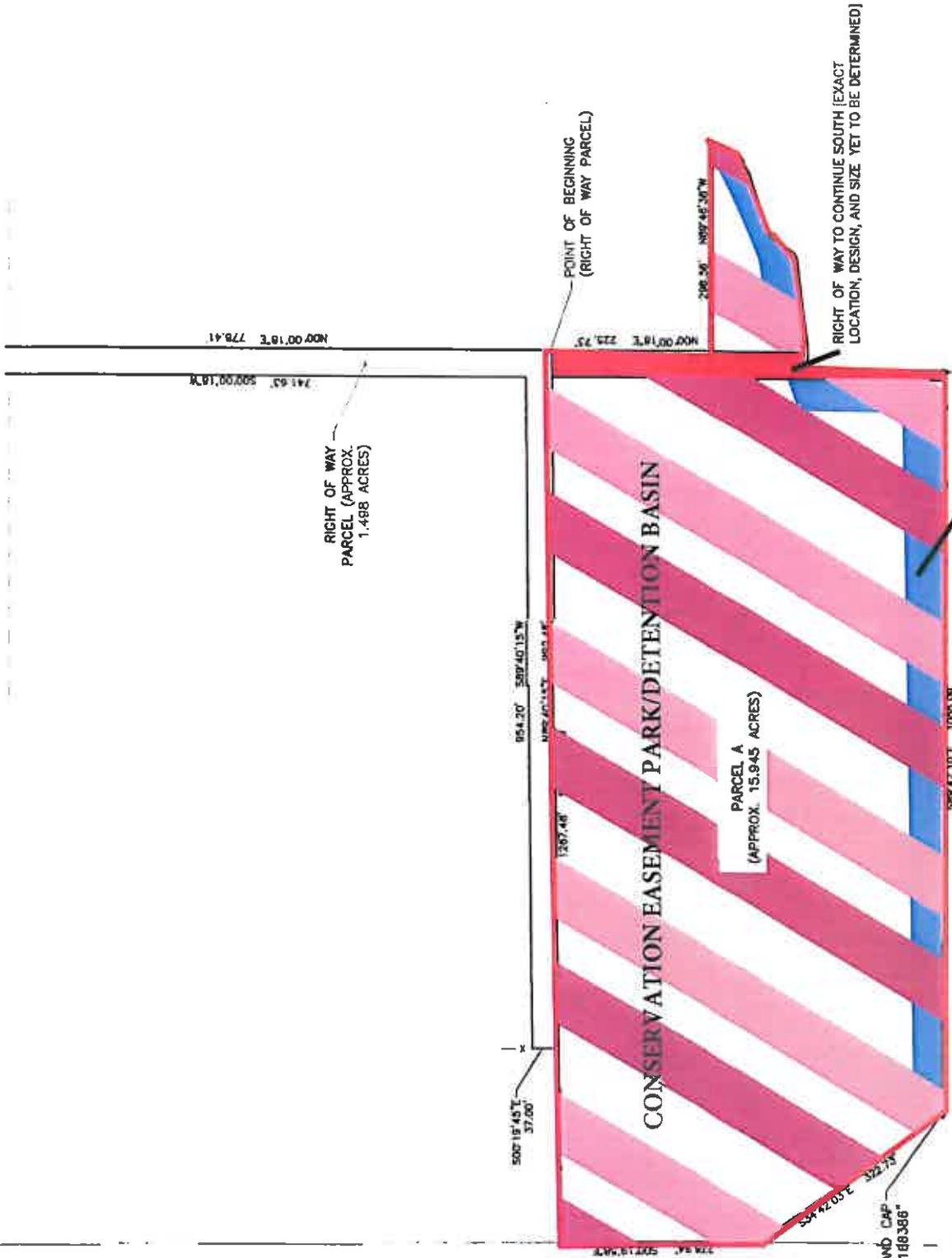
A PORTION OF PARCEL NUMBER 08-060-0034

EXHIBIT "B"
USE MAP OF EASEMENT

EXHIBIT "B" MAP OF USES

CENTER OF SECTION 14, T3N R1W S124M BRASS CAP

BURKE LANE



RIGHT OF WAY PARCEL (APPROX. 1.488 ACRES)

POINT OF BEGINNING (RIGHT OF WAY PARCEL)

PARCEL A (APPROX. 15.945 ACRES)

RIGHT OF WAY TO CONTINUE SOUTH [EXACT LOCATION, DESIGN, AND SIZE YET TO BE DETERMINED]

TRAIL ALIGNMENT EXACT LOCATION YET TO BE DETERMINED

FOUND REBAR AND CAP MARKED "H&A ENGR PLS 188386"

589°43'48"W 2641.00' (BASIS OF BEARING)

SOUTH QUARTER CORNER OF SECTION 14, T3N R1W S124M BRASS CAP

EXHIBIT "C"
MAINTENANCE PLAN

Exhibit "C"

MAINTENANCE PLAN Burk Park Conservation Easement

SECTION 1 -PURPOSE

The purpose of this Maintenance Plan is to supplement Burke Park Conservation Easement in order to fix maintenance responsibility and provide additional maintenance guidelines, where necessary. The Maintenance Plan is intended to provide guidelines and fix responsibility for the Conservation Land.

SECTION 2 -PROPERTY

The Conservation Land subject to this Maintenance Plan is out lined in Exhibit B of the conservation easement.

SECTION 4 -OWNERSHIP OF CONSERVATION LAND

The respective ownership of the "Maintenance Areas" shall be as follows:

Ownership of the land along with maintenance responsibility is that of the City while the easement is owned by the RDA.

SECTION 5 - MAINTENANCE GUIDELIN'ES AND RESPONSIBILITIES

Park Open Space: Landscaping and irrigation systems shall be installed and maintained by the property owner (the City). Neighborhood Open Space may consist of flowers, trees, grass, shrubs, ground cover or natural vegetation. All Park Open Space shall have automatic irrigation systems installed, where applicable. These spaces shall be maintained, groomed and manicured by the property owner on a regular schedule sufficient to keep them in an attractive and clean condition.

Trails: These areas shall be developed in accordance with the trail master plan and shall be maintained by the property owner in, accordance with Farmington City ordinance.

Parking Areas: These areas will be paved and maintained by the proprty owner - kept attractive, clean, and installed according city standards. All such areas shall be kept in a neat and clean condition, free of debris and trash.

Public Rights of way: The owner of the property shall install drivable surfaces that may be used by the public, complete with side treatments in accordance with the small area master plan installed in accordance with City standards.

Strom Drain Detention: said storm drain detention basin should be built so as to house regional detention for as many neighboring properties as possible for controlling the water run off displacement caused by impermeable surfaces.

SECTION 7 - MODIFICATION

Any changes to this Maintenance Plan must be approved by the City. The City may enter the premises and take corrective action, including extended maintenance.

Exhibit "D" List of Encumbrances:

1. An easement over, across or through the Land for right of ingress and egress and incidental purposes, as granted to Wasatch Gas Co., a Utah corporation by Instrument recorded July 17, 1929 as Entry No. 46167 in Book I of Liens at Page 224 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of a blanket or incomplete legal description.

2. A right of way as disclosed by Warranty Deed recorded October 15, 2003 as Entry No. 1922757 in Book 3396 at Page 819 of Official Records.
3. Easement Deed by Court Order in settlement of Landowner Action recorded October 09, 2013 as Entry No. 2771018 in Book 5870 at Page 233 of Official Records.
4. Easement Deed by Court Order in settlement of Landowner Action recorded October 28, 2013 as Entry No. 2774056 in Book 5883 at Page 926 of Official Records.
5. Easements and rights of way associated with a railroad running over and across or adjacent to the subject property.
6. Any land use yet to be clearly defined in Exhibit B of this Conservation Easement {including but not limited to: trails, parking lots, storm drain detention, park related structures, and public rights-of-way}.

CITY COUNCIL AGENDA

For Council Meeting:
April 16, 2019

S U B J E C T: City Manager Report

1. Fire Monthly 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.



Farmington City Fire Department

Monthly Activity Report



February 2019

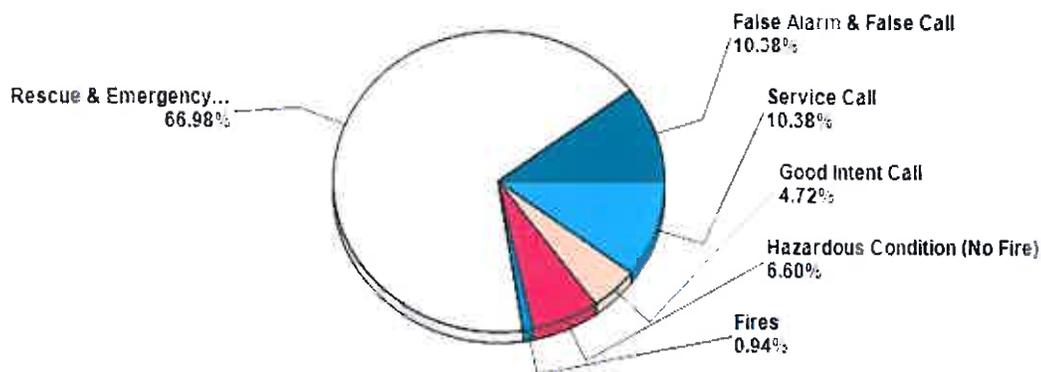


Emergency Services

Fire / Rescue Related Calls: **35**
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, Brush Fires, EMS Scene Support, False Alarms, etc.

Ambulance / EMS Related Calls: **71 / Transported 46 (65%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.

Calls Missed / Unable to Adequately Staff: **3 (2.8%)** **6 YTD (2%)**
Overlapping Calls: **24 (23%)** **36 YTD (18%)**



On-Duty Crew / Shift Dynamic Data / February 1st – 28th

Emergent Incident / On-Scene Hours / Month Total: **33.6 Hrs. (Approximate 134 Man Hours)**

EMS Transport / Turn-Around Hours / Month Total: **92 Hrs. (Approximate 184 Man Hours)**

Urgent EMS Related Response Times (average): **5.46 Min/Sec** **GOAL 5 minutes or less (+.46)**

Urgent Fire Related Response Times (average): **6:27 Min/Sec** **GOAL 5 minutes or less (+1.27)**

Part-Time Man-Hours *(based on the following 24-day / pay periods February 1st and 15th)*

Part-Time Shift Coverage / Staffing:	1,380	Budgeted 1,361	Variance + 19
Training & Drill Hours:	161	912 (FY19)	
Emergency Calls/ Station Staffing:	17	FIRE 10.5 Hrs. / EMS 6.5 Hrs.	312.0 (FY19)
Special Event Hours:	0	6 (FY19)	
Part-Time Fire Marshal:	46.5	Budgeted 80	Variance - 33.5
Part-Time Fire Inspector	21.5	Budgeted 60	Variance - 38.5
Full-Time Fire Chief:	N/A	Salary Exempt	Overtime N/A
Full-Time Administrative Asst. x 1	N/A	40 Hour Reg.	Overtime + 3
Full-Time Captains & Engineers x 6	N/A	48/96 Hour Rotation	*Overtime + 24
Total PT Staffing Hours:	1,626	12,777.5 (FY19)	

**Overtime hours due to monthly officer meetings and RTF training.*

Monthly Revenues & Grant Activity YTD

Ambulance Revenue Report / January 2019:

	Month	Calendar Year	FY 2019
Ambulance Services Billed	\$56,084.42	\$927,054.33	\$496,581.13
Ambulance Billing Collected	\$39,763.37	\$534,666.50	\$312,092.16
Variiances:	\$16,321.05	\$392,387.83	\$184,488.97
Collection Percentages	71%	58%	63%

Requested Grants / Assistance / Donations:

HD 110v Telescopic Floodlights x 2 (used) - MCI Trailer	\$400	
Paint, Decals, MCI Kit, and Medical Supplies - MCI Trailer	\$4,000	\$4,400 YTD

Awarded Grants / Funds Received / Donations:

HD 110v Telescopic Floodlights x 2 (used) MCI Trailer	\$400	\$400 YTD
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Department Training & Man Hours

Monthly Staff Meeting & Leadership Training	15	
Shift Drill #1 – EMS – Geriatric Assessment	24	
Shift Drill #2 – FIRE – Basic Pump Ops	24	
Shift Drill #3 – EMS – Airway Management	24	
Shift Drill #4 – FIRE – NIMS – ICS Review	24	
Active Shooter / Rescue Task Force (RTF) w/ FPD	54	
Annual Ice Rescue Training	42	
Training / Actual Hours Attended:	215	468 HRS YTD

Fire Prevention & Inspection Activities

New Business Inspections:	13	
Existing Business Inspections:	6	
Re-Inspections:	3	
Fire Plan Reviews & Related:	3	
Consultations & Construction Meetings:	0	
Station Tours & Public Education Sessions:	6	15 YTD

Health, Wellness & Safety Activities

Reportable Injuries:	0	0 YTD
Physical Fitness / Gym Membership Participation %:	100%	
Chaplaincy Events:	1	1 YTD

FFD Committees & Process Improvement Activities:

Process Improvement Program (PIP) Submittals:	1	2 YTD
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Monthly Activity Narrative:

A productive month with relatively calm weather on our side. Emergent response times averaged just under 6 minutes for EMS responses and just shy of 7 minutes for fire responses. February activities included medical responses, vehicle rescues, CO emergencies, and a couple of fire related emergencies.

Three percent of calls resulted in "no-staffing" or "short-staffing" of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). This percentage was attributed (in part) by crews attending to two dozen (22.6%) overlapping calls which overwhelms our existing staffing model. Sixty-five percent of all Ambulance calls resulted in transporting patients to local hospitals. Transport revenues continue with little predictability due to collection & mandated billing variables. Overtime hours applied to fulltime staff for mandated RTF training and Ice Rescue training.

*Monthly training encompassed a variety of Fire & EMS topics to include: Monthly Officer & Leadership Training, Care of Aged, Basic Pump Operations, Airway Management, NIMS Review, Active Shooter (RTF), and Ice Rescue. **NOTE: FFD is very appreciative of our Police Department for moving forward with Active Shooter & RTF training.** Station repairs from previous flooding continued throughout February and is expected to be completed mid-March. Our FEPP / Event Support & MCI Trailer was returned from Freeport Center / UAW and is undergoing final completion work. This unit should be 100% mission capable shortly with the capacity to manage initial treatment of up to 100 patients during mass casualty incident (MCI) events. This asset is the first of its kind in Farmington and will be available for deployment throughout the region. Our other FEPP vehicle (M988 / Hummer) is also near completion and should be ready for delivery mid-March and placed into service mid-May. Overall costs savings associated with the FEPP program are in the tens of thousands of dollars with much of our conversion investment to be returned in-kind or via regional preparedness funds. Final preparatory work to one of our Ambulances will enable FFD to better facilitate bariatric patients with the equipment donated by Sandy FD last year. FFD was also able to place in-serve three additional public access Automatic External Defibrillators (AED's) to include City Hall (upper level), Arts Building (main level), and the Fire Station. At this time, all occupied city buildings are equipped with AED's and all employees have received CPR and AED training. Continued training is also made available to all city staff.*

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

Guido Smith
Fire Chief

February 2019 Photos: Rescue Task Force (RTF) training held at Farmington Jr. High with FPD. Annual Ice Rescue training, Mass Casualty Incident (MCI) trailer completed at United Auto Workers (UAW) Freeport, Humvee and doors nearing completion, Bariatric system install, Public Access AED additions x 3 (6 total).



CITY COUNCIL AGENDA

For Council Meeting:
April 16, 2019

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

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