

**WORK SESSION:** A work session will be held at 5:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be an update from Congressman Chris Stewart's Office and a budget review. 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 17, 2018, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

### **PUBLIC HEARINGS:**

7:05 East Brentwood Estates Subdivision Plat Amendment  
(located at approximately 1400 North and 400 West)

7:15 Estates at Lund Lane Rezone and Schematic Plan  
(located at approximately Lund Lane between 200 East and 50 West)

### **NEW BUSINESS:**

7:45 East Park Lane Small Area Master Plan

8:05 Contract with UDOT for the TAP Funding for Pedestrian Signal Crossing at 200 West 125 South

8:10 Contract with Peterson Brothers Drilling for the Shepard Creek Well Drilling Project

### **SUMMARY ACTION:**

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

8:15 Minute Motion Approving Summary Action List

1. Mountain America Federal Credit Union Cash Bond Improvements Agreement (495 N Station Parkway)

2. Residences at Farmington Hills Plat Amendment (approximately 261 East 400 North)
3. Ratification of an Amendment to the Mountain View Rezone Enabling Ordinance (approximately 179 South 650 West)
4. Approval of Minutes from March 6, 2018
5. Police Department Salary Adjustment
6. Arbor Day Proclamation
7. Kaysville Boundary Adjustment Resolution of Intent – Ken Stuart
8. Brownstone Subdivision Final PUD Master Plan (approx. between State Street, 200 East and SR106)
9. Surplus Property – Misc. Equipment
10. Surplus Property - Trucks
11. Appointment of Trails Committee Members

### **GOVERNING BODY REPORTS:**

#### **8:20 City Manager Report**

1. Police Monthly Activity Report for January - March
2. Fire Monthly Activity Report for February
3. Executive Summary for Planning Commission held March 8, 2018
4. Building Activity Report for February
5. Station Park West Traffic Assessment
6. Special Use Permits – Woodland Park

#### **8:35 Mayor Talbot & City Council Reports**

1. Planning Commission Appointment
2. Request from Councilmember Brigham Mellor

### **ADJOURN**

### **CLOSED SESSION**

Minute motion adjourning to closed session for property acquisition and potential litigation.

DATED this 13th day of April, 2018.

**FARMINGTON CITY CORPORATION**

By: Holly Gadd  
Holly Gadd, City Recorder

**\*PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.*

**Posted 04/13/2018**

CITY COUNCIL AGENDA

For Council Meeting:  
April 17, 2018

**SUBJECT: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is requested that City Councilmember Doug Anderson give the invocation to the meeting and it is requested that City Councilmember Rebecca Wayment lead the audience in the Pledge of Allegiance.

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

## CITY COUNCIL AGENDA

For Council Meeting:  
April 17, 2018

### **PUBLIC HEARING: East Brentwood Estates Subdivision Plat Amendment**

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. Move that the City approve the Brentwood Estates Subdivision Plat Amendment as set forth herein.

### **GENERAL INFORMATION:**

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

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



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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: April 17, 2018

SUBJECT: **EAST BRENTWOOD ESTATES SUBDIVISION PLAT AMENDMENT**  
Applicant: **Chase Freebairn – Ivory Homes**

### RECOMMENDATION

Move that the City Council approve the Brentwood Estates Subdivision Plat Amendment as set forth herein.

### BACKGROUND

On February 20, 2015 the City Council approved the 25-lot East Brentwood Estates Conservation Subdivision. Ivory Homes is now beginning to construct many of the homes within the subdivision. However, many of the homes are seeking to follow the setback standards set forth in 11-12-090(D) of the Zoning Ordinance which allows for a minimum side setback of 5' for a total of 13' (i.e. if you have a side setback on one side of 5', the other side has to be at least 8', totaling 13'). When the applicant recorded the plat, there was a setback table placed on the front page that was more restrictive than what the Zoning Ordinance allowed. The applicant would like to remove the setback table recorded on the plat so that the homes being constructed can utilize the existing setbacks set forth in Section 11-12-090(D). Additionally, when the plat was recorded, there were some boundary lines that were shifted that this plat amendment would also clean up.

As with all plat amendments, a 10-Day letter of protest was mailed to every property owner within the subdivision plat, and if no protest is received in that time frame, then this item will not be a public hearing.

### Supplemental Information

1. Vicinity Map
2. Letter from Ivory
3. Subdivision Plat

Respectfully Submitted

Eric Anderson  
City Planner

Concur

Dave Millheim  
City Manager



# IVORY DEVELOPMENT

978 Woodoak Lane  
Salt Lake City, Ut 84117

801-747-7440  
fax 801-747-7091

3/29/18

To Whom It May Concern:

Ivory Development, LLC hereby petitions Farmington City for the removal of the setback table on the East Brentwood Estates recorded plat by proposing a plat amendment to the existing plat. The existing plat does not reflect the current accurate setback ordinance of Farmington City.

Ivory Development, LLC also hereby petitions Farmington City for the existing lot lines that were previously changed to be updated on the afore-mentioned plat amendment.

With these two changes on a new plat amendment, the plat will accurately reflect the current ordinances and boundaries. Please reference the attached exhibit showing the proposed changes.

Sincerely,

Chase E. Freebairn  
Project Manager  
Ivory Development





PREFIX 16  
08-553  
LAST #  
0043



SCALE:  
1" = 100'

DEVELOPMENT: EAST BRENTWOOD ESTATES  
A CONSERVATION SUBDIVISION  
CITY: FARMINGTON LOTS 1-25 & PARCELS A-B

SR 14 SEC. 12, T3N, R1W  
S. M. DAVIS, COUNTY, UTAH  
ALL OF LOT 1, PINCREST SUBD.

TILE #6520  
R-05-12-15

- LEGEND**
- Proposed 12' Utility Easement
  - Proposed 10' Utility Easement
  - Proposed 5' Utility Easement
  - Proposed 3' Utility Easement
  - Proposed 2' Utility Easement
  - Proposed 1' Utility Easement
  - Proposed 6" Utility Easement
  - Proposed 4" Utility Easement
  - Proposed 3" Utility Easement
  - Proposed 2" Utility Easement
  - Proposed 1" Utility Easement
  - Proposed 1/2" Utility Easement
  - Proposed 1/4" Utility Easement
  - Proposed 1/8" Utility Easement
  - Proposed 1/16" Utility Easement
  - Proposed 1/32" Utility Easement
  - Proposed 1/64" Utility Easement
  - Proposed 1/128" Utility Easement
  - Proposed 1/256" Utility Easement
  - Proposed 1/512" Utility Easement
  - Proposed 1/1024" Utility Easement
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  - Proposed 1/565390996285143246285783835318412621312" Utility Easement
  - Proposed 1/113078199257028649257156767063825242224" Utility Easement
  - Proposed 1/2261563985140572985143133534176504844448" Utility Easement
  - Proposed 1/452312797028114597028626668835300968896" Utility Easement
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  - Proposed 1/361850237622491677023093487084077511104" Utility Easement
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  - Proposed 1/1185710858577637053180822243515568488208" Utility Easement
  - Proposed 1/2371421717155274106361644487031137177632" Utility Eas

## CITY COUNCIL AGENDA

For Council Meeting:  
April 17, 2018

### **PUBLIC HEARING: Estates at Lund Lane Rezone and Schematic Plan**

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. Move that the City approve the enclosed enabling ordinance amending the zoning map from A to LR for approximately 8.5 acres of property located at Lund Lane between 200 East and 50 West, as identified on the attached maps, parcel ID number 070700024, and a portion of parcel ID number 070700089, subject to all applicable Farmington City ordinances and development standards, including findings for approval 1-4.

### **GENERAL INFORMATION:**

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

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



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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: April 17, 2018

SUBJECT: **ESTATES AT LUND LANE REZONE AND SCHEMATIC PLAN**  
Applicant: **Chase Freebairn – Ivory Homes**

### REZONE

#### RECOMMENDATION

Move that the City Council approve the enclosed enabling ordinance amending the Zoning Map from A to LR for approximately 8.5 acres of property located at Lund Lane between 200 East and 50 West, as identified on the attached maps, parcel ID number 070700024, and a portion of parcel ID number 070700089, subject to all applicable Farmington City ordinances and development standards.

#### Findings for Approval:

1. The existing Agriculture Zone is inconsistent with the LDR General Plan designation.
2. The existing Agriculture Zone is the default zoning designation for property annexed into the City, as was the case with the subject property.
3. The proposed rezone is consistent with the LDR General Plan designation.
4. The proposed rezone is consistent with the zoning of surrounding neighborhoods and would allow densities similar to those in existing adjacent subdivisions.

#### BACKGROUND

The applicant desires to develop 9.93 acres of property into 22 lots, but must obtain a rezone of approximately 8.5 acres of the subject property from A to LR in order to move forward with the subdivision as proposed. Currently, there is approximately 2.4 acres of the subject property that are already zoned LR. The property that is zoned A (Agriculture) has this designation because that is the default zone designation for property annexed into the City. The applicant is now seeking to rezone the remaining 8.5 acres of the property which is currently zoned A to LR; this request is consistent with the General Plan designation of LDR (Low Density Residential) and surrounding neighborhoods, including the Tuscan Village PUD Subdivision, Tuscan Cove Subdivision, Tuscan Grove Subdivision, and Eastridge Estates Phase I. The densities requested as part of the subdivision application (discussed in further detail below) are also consistent of the surrounding neighborhoods. At the **March 22, 2018** Planning Commission meeting, the rezone application was recommended for approval unanimously with little discussion. Most of the public comment centered around storm-water treatment and traffic impacts.

## SCHEMATIC PLAN

### RECOMMENDATION

Move that the City Council approve the schematic plan and TDR transaction in the amount of \$38,205 for the Estates at Lund Lane Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant shall obtain a wetland delineation, and have that delineation approved by the US Army Corp of Engineers prior to or concurrent with preliminary plat;
2. The City Council, through a vote of not less than four (4) members shall approve the 3 lot TDR transaction in the amount of \$38,205;
3. The applicant shall prepare an adequate storm-water plan that mitigates potential issues, and have that plan reviewed and approved by the City Engineer;
4. All outstanding comments from the DRC for schematic plan shall be addressed on preliminary plat.

### Findings for Approval:

1. The proposed plans meet the requirements of the subdivision and zoning ordinances for an alternative lot size in the LR zone, if the rezone does occur.
2. Schematic plan does not vest the property, and will be null-and-void if the rezone is not passed.
3. The proposed development will provide single family residential developments similar to those of surrounding subdivisions.
4. The proposed alternative lot size is more consistent with surrounding properties than a conventional subdivision would be in the LR zone.

### BACKGROUND

The proposed schematic plan shows 22 lots on 9.93 acres of property. However, the plan is dependent on two things: first, the rezone must be approved, and second, the applicant would need to utilize the alternative lot size as set forth in 11-11-050 in order to get the densities proposed. For a conventional subdivision in the LR zone, the minimum lot size is 20,000 s.f.; the proposed subdivision has an average lot size of 16,326 s.f. and the smallest lot is 13,482 s.f., and therefore does not conform to the subdivision standards of the underlying LR zone (should the rezone be approved).

The applicant has elected to use the alternative lot size, which would allow for the minimum lot size to decrease to 10,000 s.f., which this plan meets. Section 11-11-050(B) of the Zoning Ordinance requires that subdivisions using the alternative lot size must provide a yield plan for a conventional subdivision (i.e. a 20,000 s.f. minimum lot size) which sets the threshold number of lots. In this case, the property has four existing parcels, two of those existing parcels (on 200 East) would remain as is, and would count for two lots on the yield plan; the remaining two existing parcels (the larger parcels) would produce a yield of 17 lots, for a total yield of 19 lots. In order to get alternative lot size densities, the applicant will need to obtain a 3-lot TDR (Transfer of Development Rights) from the City, bringing the total number of lots in the subdivision to 22. As long as the rezone and alternative lot size through a TDR is approved, then the subdivision conforms to all of the standards of the LR zone.

There are potential wetlands on a significant portion of the western portion of this property, and the applicant will need to delineate and potentially mitigate those areas; a condition has been included to address this issue.

In an effort to address the TDR issue early, the applicant has already met with the City Manager and negotiated the final amount of the TDR (\$38,205). If the City Council approves the enclosed schematic plan with at least 4 votes, then the TDR request is approved as set forth therein.

At the **March 22, 2018** Planning Commission meeting, the schematic plan application was recommended for approval unanimously with little discussion. As with the rezone, most of the public comment centered around storm-water treatment and traffic impacts. The Planning Commission did point out that this property is on the city boundary with Centerville on a major road (200 East), serving as a gateway to Farmington, and they requested that the applicant look at putting an entry feature, with signage, on the southeast corner of the property.

Supplemental Information

1. Vicinity Map
2. Zoning Map
3. Schematic Plan
4. Yield Plan
5. Section 11-11-050 of the Zoning Ordinance
6. Enabling Ordinance

Respectfully Submitted



Eric Anderson  
City Planner

Concur

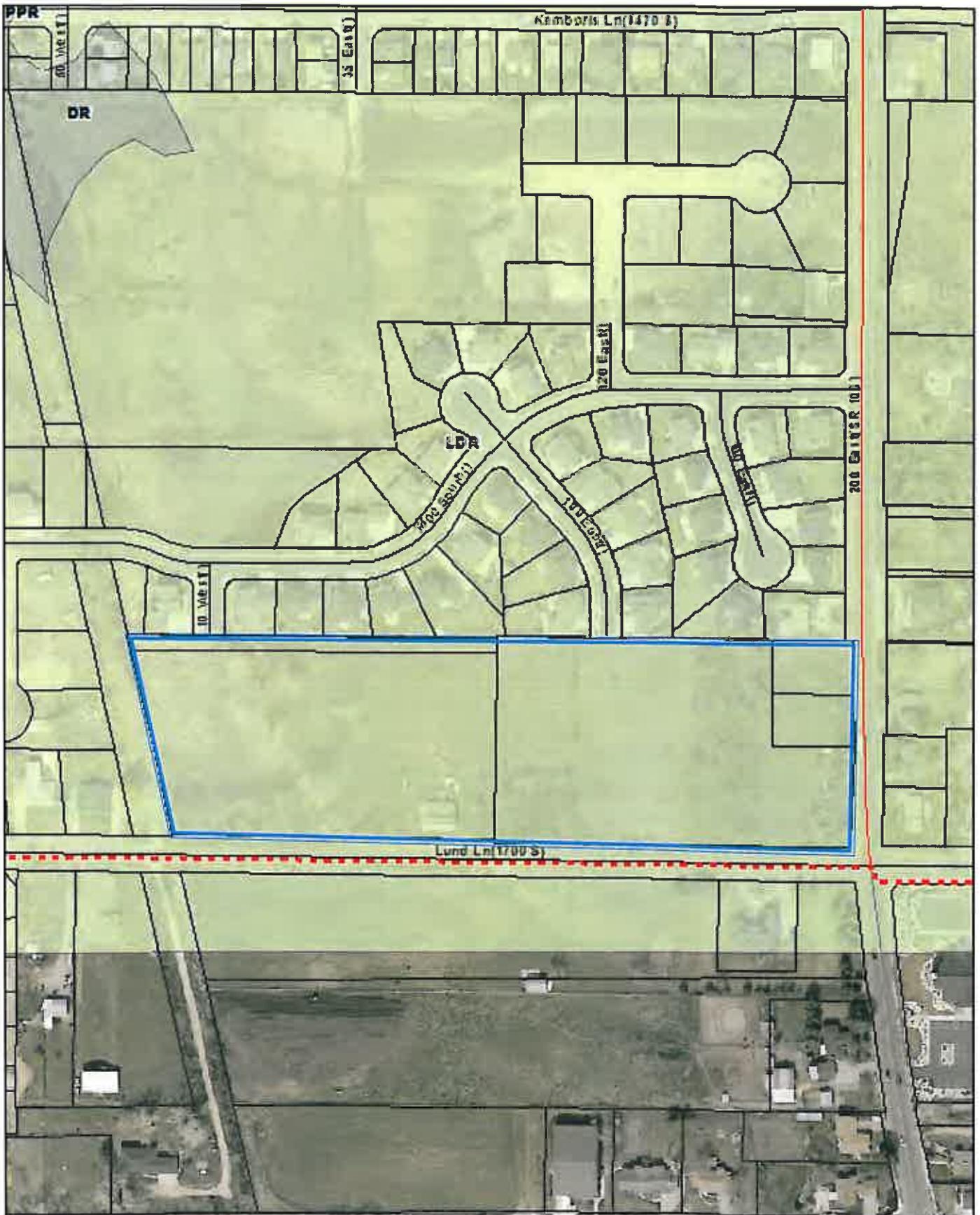


Dave Millheim  
City Manager

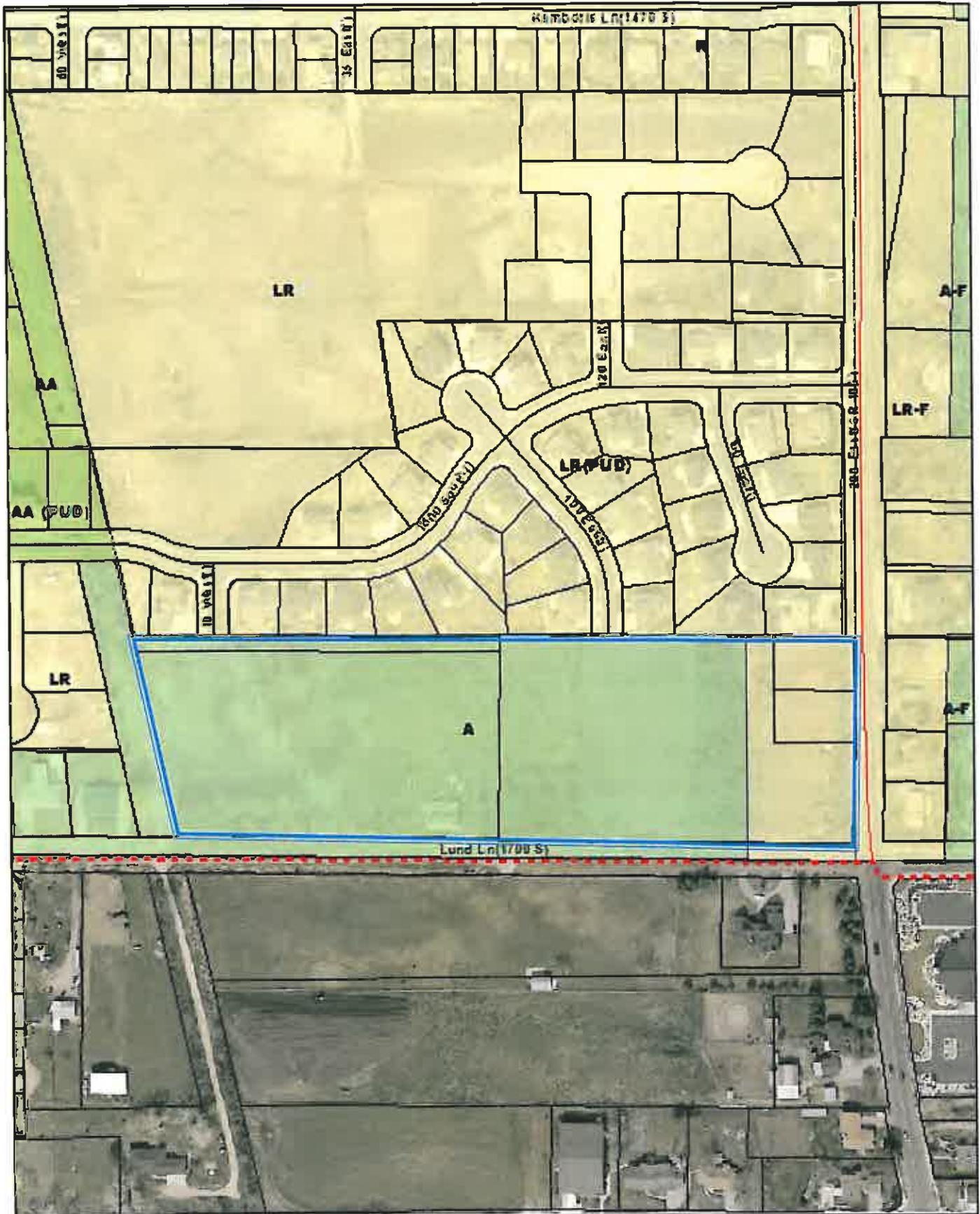
# Farmington City



# Farmington City



# Farmington City







3800 S. State St., 22501 Lakeside, CT 06455  
 (860) 366-4652 EDMPartners.com



SCALE: 1" = 50'  
 0 25 50 100 150

**DEVELOPER:**  
 Ivory Homes  
 778 East Woodstock Lane  
 East Windsor, CT 06026  
 860-745-2000



2000 Woodstock Lane, East Windsor, CT

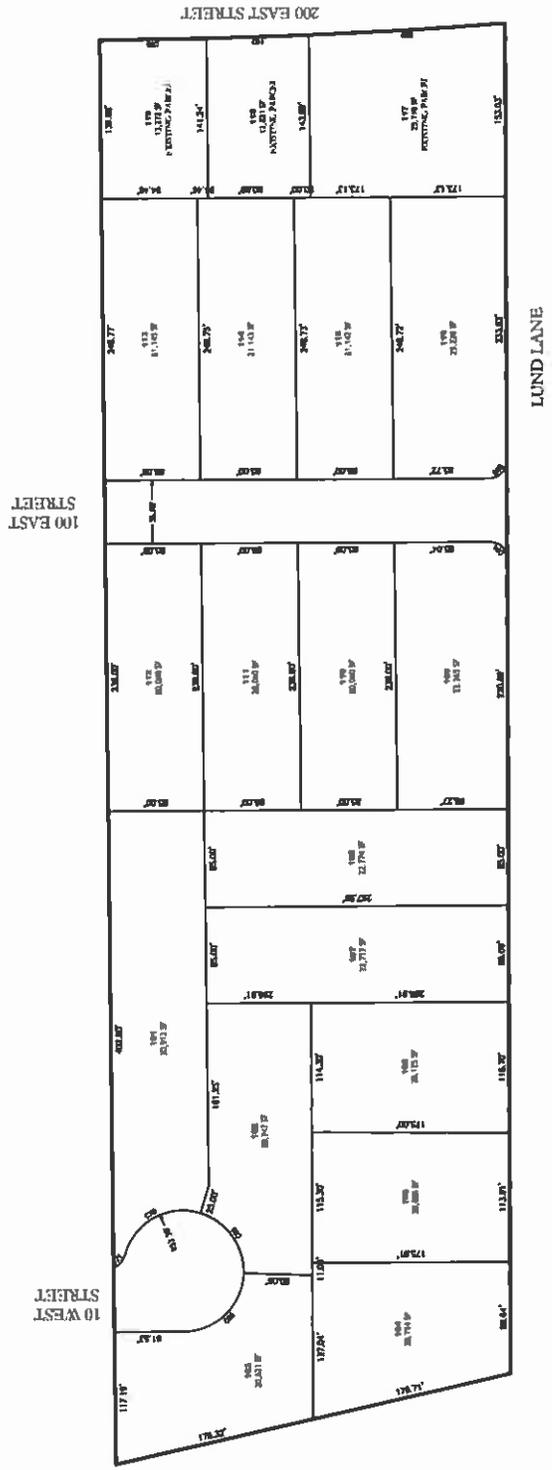
NOTICE

DISCLAIMER: THIS PLAN MAY BE A REVISION OF A PREVIOUS PLAN. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

**Estates at  
 Lund Lane**  
 Yield Plan

PROJECT: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 SHEET NUMBER: \_\_\_\_\_

DATE: November 26, 2017  
 SHEET NUMBER: 0-1



## 11-11-050: MINIMUM LOT AREA, WIDTH AND SETBACK STANDARDS:

A. Minimum Standards: The following shall be the minimum lot areas, widths and main building setbacks for conventional layout subdivision development in single-family residential zones:

Zone	Lot Area In Square Feet	Alternative Lot Size In Square Feet	Lot Width		Front	Side	Side Corner	Rear
			Interior	Corner				
R	16,000	8,000	75'	85'	25'	8' minimum, total 18'	20'	30'
LR	20,000	10,000	85'	95'	25'	10' minimum, total 22'	20'	30'
S	30,000	15,000	95'	100'	25'	10' minimum, total 22'	20'	30'
LS	40,000	12,000 <sup>1</sup>	100'	110'	30'	10' minimum, total 24'	25'	30'

**Note:**

1. The total number of lots in the subdivision shall not exceed the total number of lots allowed as per the yield plan process set forth in [chapter 12](#) of this title.

(Ord. 2014-33, 10-7-2014)

**B. Alternative Lot Size:**

1. The alternative lot size is limited to subdivisions whereby the city approves a transfer of development right as set forth in section 11-28-240 of this title; or obtains improved or unimproved land in fee title, or easement, for public purposes, such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the city at its sole discretion as part of the subdivision process. Any applicant seeking a TDR must provide a yield plan consistent with the underlying zone and the conventional subdivision standards within that zone, and the yield plan must also conform to subsections 11-12-070A and B of this title. (Ord. 2015-16, 5-26-2015)
2. The alternative lot size is not available for subdivisions consisting of ten (10) acres or more, or for subdivisions located in the conservation subdivision overlay zone. (Ord. 2014-33, 10-7-2014)
3. Lot width and setback standards for alternative lot widths within the LS zone may meet such standards set forth in [chapter 12](#) of this title. (Ord. 2015-16, 5-26-2015)

C. Class B Animals: In zones allowing class B animals, twenty thousand (20,000) square feet shall be required for two (2) sheep or goats or for one horse or cow. (Ord. 2014-33, 10-7-2014)

**11-12-070: SUBDIVISION YIELD PLAN:**

All applications for a conservation subdivision shall include a subdivision yield plan prepared in accordance with the provisions set forth herein. The subdivision yield plan is utilized to determine and calculate the base number of dwelling units for any given property to be developed as a conservation subdivision.

A. Preparation Of Subdivision Yield Plan: Applicants shall prepare a subdivision yield plan for the proposed project showing how the property within the project could be developed under a conventional subdivision layout using the dimensional standards set forth in subsection C of this section. The subdivision yield plan is not intended to propose or permit the actual development of the property in accordance with the dimensional standards set forth herein, but is prepared merely to determine the base number of dwelling units to be used in calculating the permitted number of dwelling units and lot size for the actual conservation subdivision. No subdivision may be developed in accordance with the dimensional standards set forth in subsection C of this section or a proposed subdivision yield plan. (Ord. 2014-33, 10-7-2014)

B. Realistic Layout: The subdivision yield plan must be drawn to scale and must exhibit a realistic layout reflecting a conventional subdivision layout that could reasonably be expected to be implemented in consideration of dimensional standards set forth herein and calculating and addressing the presence of nonbuildable or infrastructure areas, including, but not limited to, rights of way, public improvement areas, wetlands, floodplains, steep slopes, restricted areas subject to the Farmington City foothill development standards, and existing easements or encumbrances. A sample subdivision yield plan is set forth in exhibit A, attached to the ordinance codified herein and incorporated herein by this reference, providing an example of a hypothetical yield plan for land zoned large suburban. (Ord. 2014-33, 10-7-2014; amd. 2016 Code)

C. Dimensional Standards: The subdivision yield plan shall reflect the following dimensional standards:

**SUBDIVISION YIELD PLAN DIMENSIONAL STANDARDS**

Zone	Lot Area	Lot Width	
		Interior	Corner
R (Residential)	8,000 square feet	75 feet	85 feet
LR (Large residential)	10,000 square feet	85 feet	95 feet

S (Suburban)	15,000 square feet	95 feet	100 feet
LS (Large suburban)	20,000 square feet	100 feet	110 feet
AE (Agriculture estates)	1/2 acre	100 feet	110 feet
A (Agriculture)	1 acre	100 feet	110 feet
AA (Agriculture - very low density)	5 acres	150 feet	160 feet

D. Approval: The subdivision yield plan must be approved in writing by the city planner for compliance with the standards and provisions of this section prior to the submission of a schematic plan for a conservation subdivision. (Ord. 2014-33, 10-7-2014)

This section has been affected by a recently passed ordinance, 2018-11 - BLIGHT. [Go to new ordinance.](#)

#### **11-28-240: TRANSFER OF DEVELOPMENT RIGHTS/LOTS (TDR):**

- A. Transfer Lots: Property proposed for conservation land and constrained and sensitive land, common area, or subdivisions using an alternative lot size, if located in a designated receiving zone, may be replaced by one, or more than one, "transfer lot". A transfer lot is a lot that could have been developed elsewhere in the city, but instead is platted in the place of proposed conservation land, common area, or subdivisions using an alternative lot size, and where money paid to the owner of property located in a designated sending zone by a developer to transfer the lot, and increase the overall residential density of his project. Such lots shall be known and referred to as "transfer lots" and must be approved by the city in conjunction with subdivision approval. A transfer lot is not the result of a waiver set forth in this chapter.
- B. Sole Discretion: The city has the sole authority to designate sending and receiving zones where such transfer lots are used and may do so by resolution.
- C. Loss Of Associated Density Right: Any sending zone parcel, once a transfer lot density right is taken off the sending zone parcel, loses the associated density right unless a future city council decision approves an up zoning to the sending zone parcel.
- D. Minimum Transfer Lot Size And Dimensional Standards: The minimum acreage required for any transfer lot replacing conservation land, common area, or subdivisions using an alternative lot size, shall be determined in accordance with the applicable and respective chapter and section set forth in this title, including, but not limited to, the development chart and dimensional standards provided

in section 11-12-090 of this title, PUD standards in chapter 27 of this title and lot and setback standards in sections [11-10-040](#) and [11-11-050](#) of this title. ▸

- E. Use Of Payments:** Any cash payment which results from an agreement regarding a transfer lot shall be set aside for the acquisition or improvement of open space and/or park land only, and not for any other use.
- F. Proximity:** The open space acquired involving a transfer lot shall be in proximity to the receiving area for said lot base on the service area or nature of the open space acquired. The service area, whether it is related to a regional facility, community parks, a neighborhood park, etc., shall be determined as set forth in the general plan.
- G. Move To Another Location:** If open space realized in whole or in part by a transfer lot is moved to another location, transfer lot density rights must be recalculated based upon the characteristics of the new sending zone parcel and in consideration on what has already been transferred to the previous location.
- H. Larger Subdivisions:** For larger conservation subdivisions or PUDs greater than twenty (20) acres in size, ten percent (10%) of the land must remain as open space and cannot be used by transfer lots.
- I. Agreement:** A transfer lot must be approved by development agreement between the city and the respective owners, acceptable to and at the sole discretion of the city. The development agreement shall be recorded prior to or contemporaneous with the recording of the final plat which contains the transfer lot, and the agreement may include, but not be limited to, the following:
1. Anticipated value of the transfer lot to be paid from the receiving lot owner to the sending lot owner;
  2. Method of payment for the transfer lot(s) value and when the payment is to be made;
  3. Cost of improvements, including design costs, and the timing of construction;
  4. Other costs, such as city fees and finance costs, and the timing of the paying thereof;
  5. Land cost total to be paid to the owner and when this payment to the owner will be made; and
  6. Developer profit percentage. (Ord. 2015-26, 8-18-2015)

**FARMINGTON, UTAH**

**ORDINANCE NO. 2018 -**

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A TO LR FOR APPROXIMATELY 8.5 ACRES OF PROPERTY LOCATED ON LUND LANE BETWEEN 200 EAST AND 50 WEST**

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

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

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

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

**Section 1. Zoning Change.** The property described in Exhibit A attached hereto and made a part hereof, and further described in Application # Z-2-18, filed with the City, located on Lund Lane between 200 East and 50 West, identified by parcel number: 070700024 and a portion of 070700089, and comprising approximately 8.5 acres.

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

**Section 3. Effective Date.** This ordinance shall take effect immediately.

**DATED** this 17<sup>th</sup> day of April, 2018.

**FARMINGTON CITY**

\_\_\_\_\_  
H. James Talbot  
Mayor

**ATTEST:**

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



**EXHIBIT A**

**PARCEL 1:**

Beginning at the intersection of the North boundary of Lund Lane (a 66 foot wide road) and the West boundary of State Highway 106 (a 66 foot wide right of way) which point is North  $00^{\circ}15'20''$  East 413.16 feet along the quarter section line and North  $89^{\circ}33'32''$  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 North  $89^{\circ}33'32''$  West 1,191.99 feet along said North line of Lund Lane; thence North  $12^{\circ}42'00''$  West 358.03 feet along the East boundary of the old Bamberger Railroad right of way; thence North  $89^{\circ}59'01''$  East 1,117.63 feet along an existing old wire fence and the South line of Tuscany Village P.U.D. Subdivision; thence South 184.46 feet; thence East 143.90 feet; thence Southeasterly 174.56 feet along said West boundary of State Highway 106 and the arc of a 5,762.65 foot radius curve to the left through a central angle of  $01^{\circ}44'08''$  (chord bears South  $03^{\circ}00'13''$  East 174.55 feet) to the point of beginning.

**PARCEL 2:**

Beginning at a point on the West boundary of State Highway 106 (a 66 foot wide road) which point is North  $00^{\circ}15'20''$  East 679.56 feet along the quarter section line and West 283.93 feet from the center of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian and running thence West 141.25 feet; thence North 94.46 feet; thence North  $89^{\circ}59'01''$  East 139.98 feet along an existing fence and the South line of Tuscany Village P.U.D. Subdivision to a point on said West boundary of the State Road; thence along said West boundary of the State Road in the following two courses: Southerly 4.50 feet along the arc of a 5,762.65 foot radius curve to the left through a central angle of  $00^{\circ}02'41''$  (chord bears South  $00^{\circ}19'24''$  East 4.50 feet) to a point which is South  $66^{\circ}23'24''$  East 71.93 feet from a highway right of way monument of record, continuing Southerly 90.01 feet along said arc with a 5,762.65 foot radius curve to the left through a central angle of  $00^{\circ}53'42''$  (chord bears South  $00^{\circ}47'35''$  East 90.01 feet) to the point of beginning.

**PARCEL 3:**

Beginning at a point on the West boundary of State Highway 106 (a 66 foot wide road) which point is North  $00^{\circ}15'20''$  East 679.56 feet along the quarter section line and West 283.93 feet from the center of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian and running thence Southeasterly along said West boundary of State Highway 106 and the arc of a 5,762.65 foot radius curve to the left through a central angle of  $00^{\circ}53'43''$  (chord bears South  $01^{\circ}41'17''$  East 90.04 feet) to a point which is North  $03^{\circ}44'00''$  West 321.30 feet from a right of way monument of record; thence West 143.90 feet; thence North 90.00 feet; thence East 141.25 feet to the point of beginning.

CITY COUNCIL AGENDA

For Council Meeting:  
April 17, 2018

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

**ACTION TO BE CONSIDERED:**

See staff report for recommendations.

**GENERAL INFORMATION:**

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

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



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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: March 20, 2018

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

### RECOMMENDATION

#### Suggested Alternative Motions

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

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

#### Findings for Approval

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

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

**-OR-**

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

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

### **Alternative B**

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

### **Finding for Denial**

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

### **BACKGROUND**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplemental Information

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

Respectfully Submitted



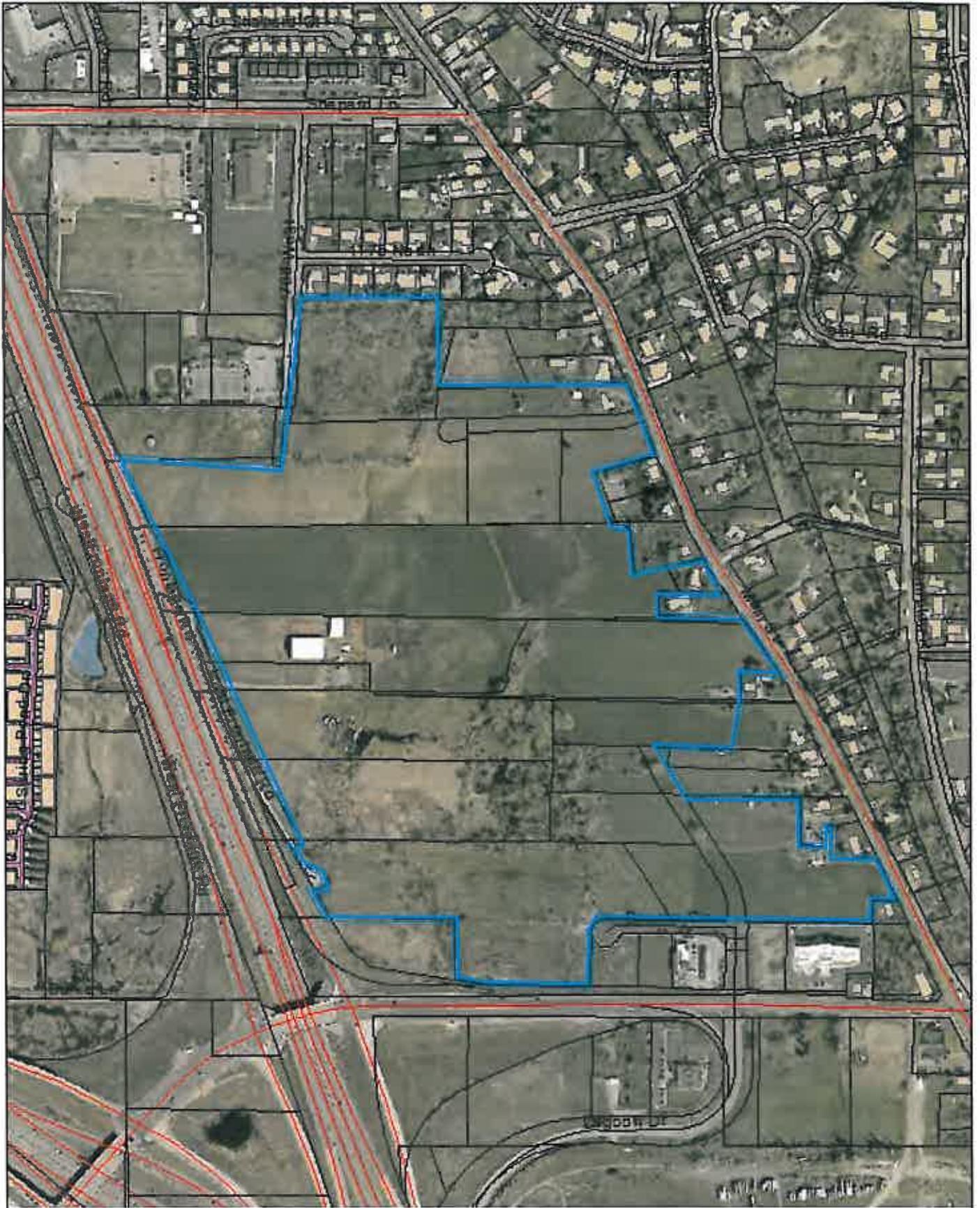
Eric Anderson  
City Planner

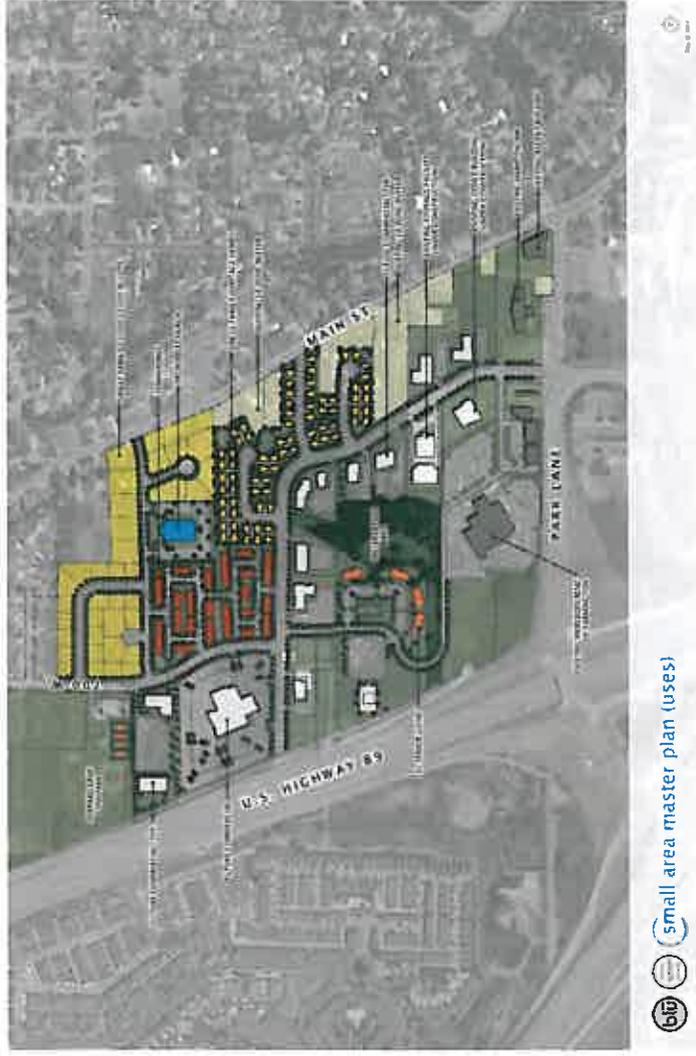
Concur



Dave Millheim  
City Manager

# Farmington City





# SMALL AREA MASTER PLAN

## MIXED USE COMMUNITY

### FARMINGTON, UTAH



# EAST PARK LANE



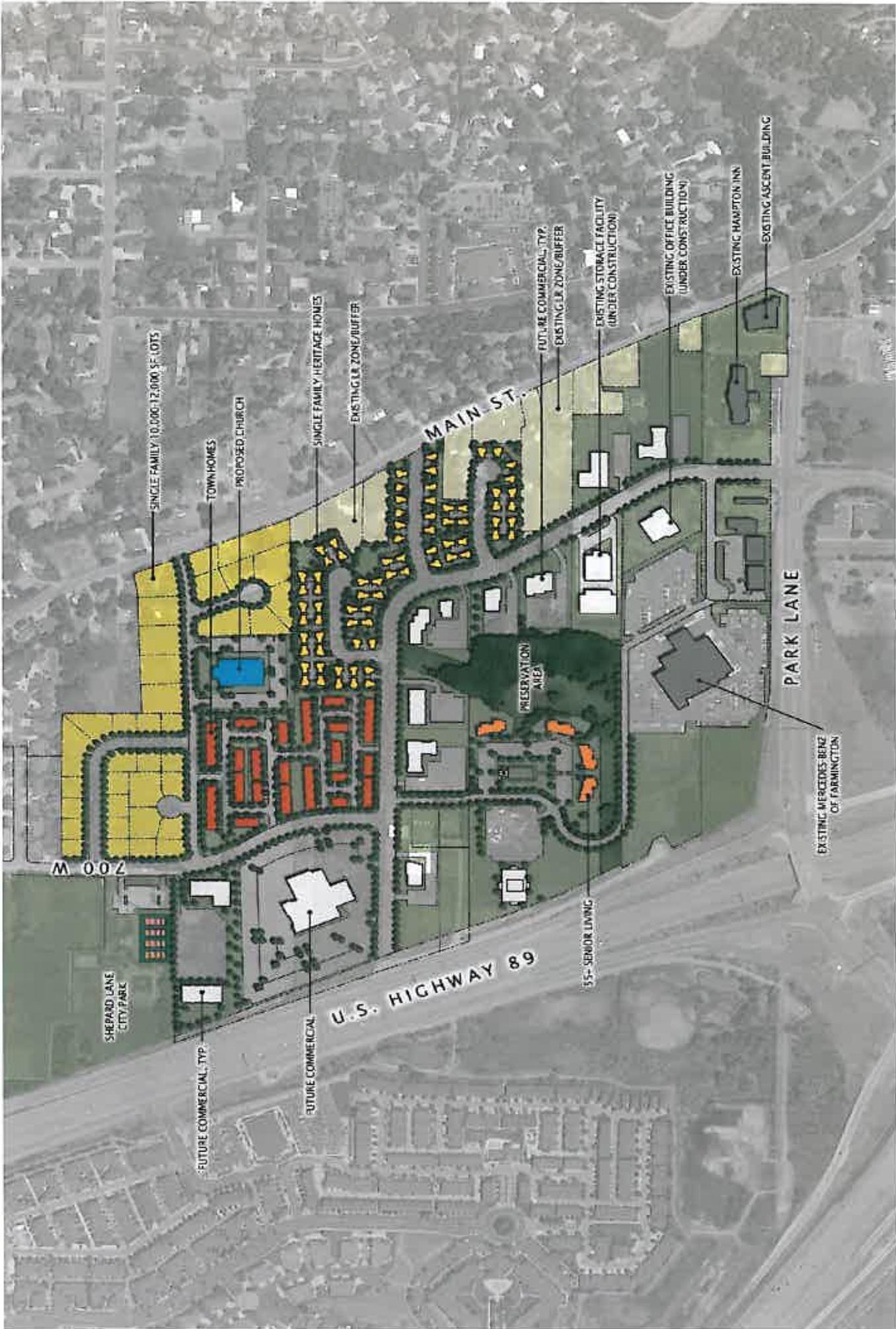


	Commercial Mixed Use
	Low Density Residential
	Commercial Recreation
	PPH, Pub/Priv. Rec. Open Space and/or Parks Very/Low Dens.
	Office/Business Park

# FARMINGTON GENERAL PLAN

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

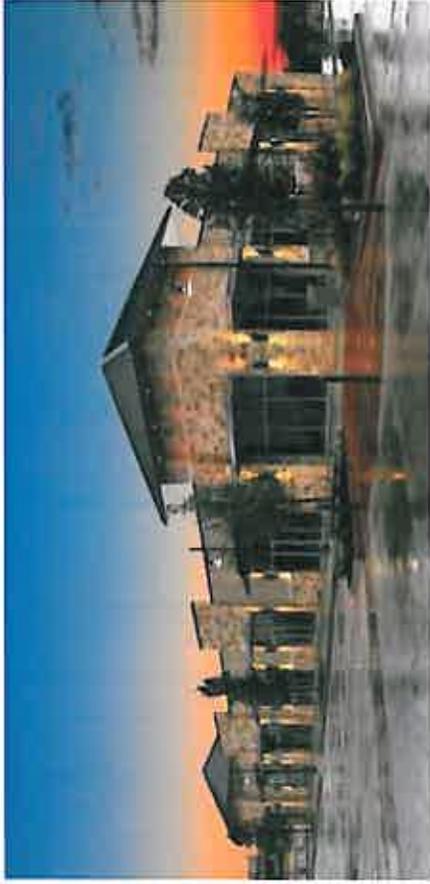




small area master plan (uses)



# COMMERCIAL



# RESIDENTIAL



- Large Front Porches
- Pitched Roofs
- Garage Minimization

## Architectural Variety



- Farmhouse
- Gothic
- Victorian
- Craftsman
- European



- Modern
- Traditional

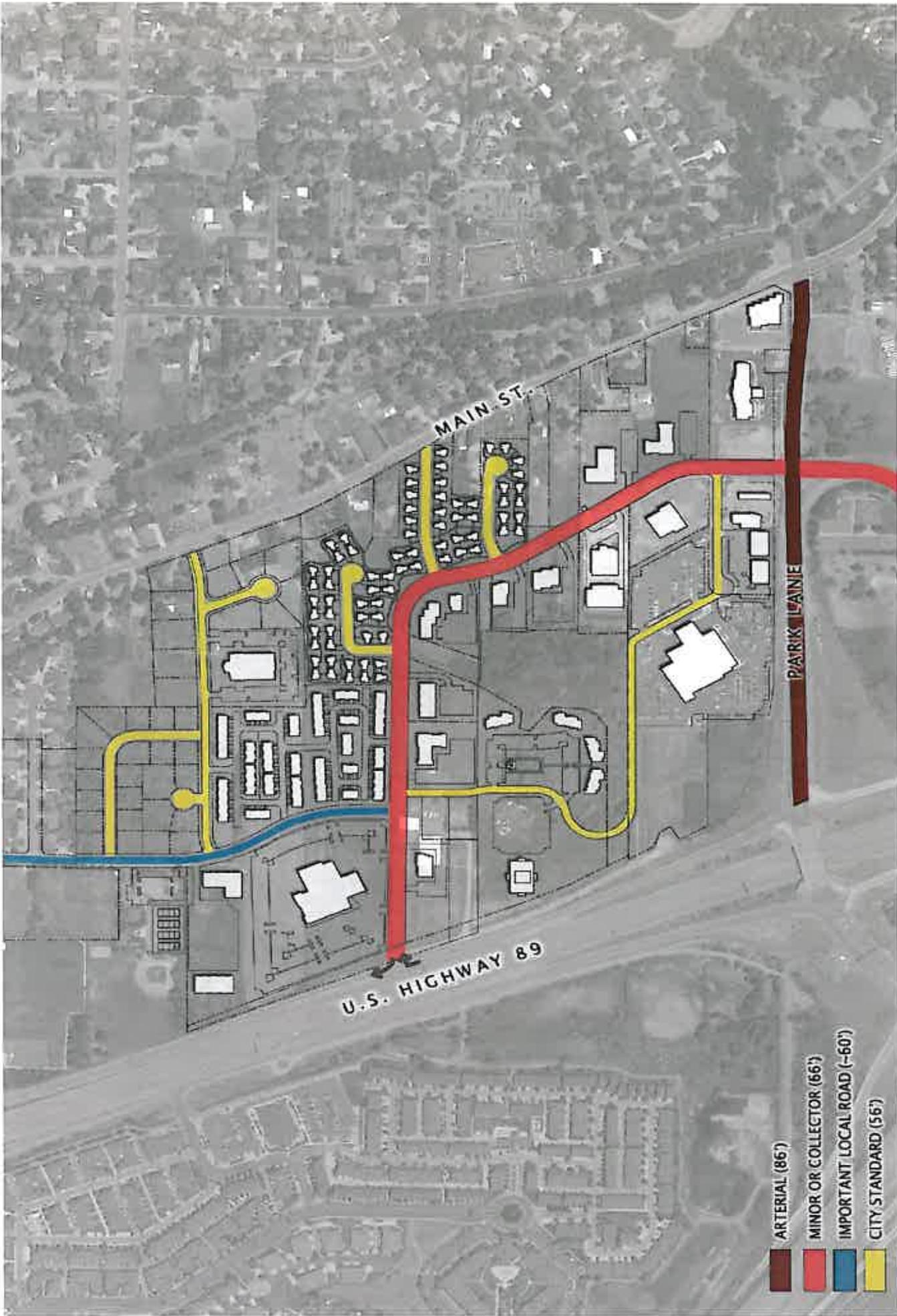


# LIVABILITY & WORKABILITY



- OPEN SPACE
- AMENITIES
- NATURAL SPACE
- WALKABILITY





## RESIDENTIAL DISTRICT(S) STANDARDS AND DEFINITIONS

### 1. Residential Densities and Minimum Lot Sizes

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

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

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

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

## 2. Residential Densities and General Areas of Application

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

### a) Very Low Density Residential

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

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

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

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

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

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

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

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

Heights, Kaysville and northeastern Davis County.

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

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

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

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

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

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

Recommendations/considerations for the 89 Corridor include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:  
April 17, 2018

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

**ACTION TO BE CONSIDERED:**

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

**GENERAL INFORMATION:**

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

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



HISTORIC BEGINNINGS • 1847

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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: March 21, 2018

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

### RECOMMENDATION

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

### BACKGROUND

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

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

### SUPPLEMENTAL INFORMATION

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

Respectively Submitted

Chad Boshell, P.E.  
City Engineer

Reviewed and Concur

Dave Millheim  
City Manager

# 200 WEST AND STATE STREET PEDESTRIAN SIGNAL

## 200 WEST CROSSWALK



DRAWINGS ARE NOT TO SCALE

DATE: 1/2016	SCALE: NTS	DRAWN: C.W.B.	CHECKED: C.W.B.	PROJECT: FARMINGTON CITY	SHEET NO. 200 WEST CROSSWALK	PLAN
				730 WEST 100 NORTH FARMINGTON, UTAH 84202 PH: (801) 421-1000		

## 200 West Pedestrian Crosswalk Signal Pictures



Figure 1: 200 West Crosswalk Existing Conditions



Figure 2: 200 West Crosswalk Existing Conditions



**State of Utah  
Department of Transportation**

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

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

**RECITALS**

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

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

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

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

**AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CITY COUNCIL AGENDA

For Council Meeting:  
April 17, 2018

**S U B J E C T: Contract with Peterson Brothers Drilling for the Shepard Creek Well Drilling Project**

### **ACTION TO BE CONSIDERED:**

Approve the contract with Peterson Brothers Drilling for the Shepard Creek Well Drilling Project for the amount of \$365,700.00.

### **GENERAL INFORMATION:**

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

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



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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: April 17, 2018  
SUBJECT: **APPROVE THE CONTRACT WITH PETERSON BROTHERS DRILLING FOR THE SHEPARD CREEK WELL DRILLING PROJECT**

### RECOMMENDATION

Approve the contract with Peterson Brothers Drilling for the Shepard Creek Well Drilling Project for the amount of \$365,700.

### BACKGROUND

Per the City's Master Water Plan and to continue to meet Farmington's water needs a new well is going to be drilled on the Old Farm property that the City owns. The City received 3 bids for the Shepard Creek Well Drilling Project. Below is a summary of the bids and attached is a more in depth bid tabulation. The large variation in cost is due to the different methods that were bid.

Bidder	Drilling Method	Bid
Peterson Brothers Drilling	Cable Tool	\$365,000
High Plains Drilling	Cable Tool	\$421,000
Hydro Resources	Rotary	\$572,070

This project will drill a well to a depth of 600', test the water quality, and test the flow. If the quality and flow are good then the City will design and bid to complete the well and well house next spring. If the flow and quality is not acceptable the well be abandoned and a new well site studied and procured. The project construction is planned to start the first of May and take approximately 8 months. City staff recommends approving the contract with Peterson Brothers Drilling in the amount of \$365,000.

### SUPPLEMENTAL INFORMATION

1. Bid Tabulation
3. Contract (2 Copies)

Respectively Submitted

Chad Boshell, P.E.  
City Engineer

Reviewed and Concur

Dave Millheim  
City Manager

Farmington City  
Shepard Creek Well Drilling Project  
Bid Tabulation

Bid Schedule A - Reverse Rotary Drilling

	Description	Qty	Unit	Peterson Brothers Drilling		High Plains Drilling		Hydro Resources	
				Unit Bid Amount	Total Bid Amount	Unit Bid Amount	Total Bid Amount	Unit Bid Amount	Total Bid Amount
A.1	Mobilization	1	L.S.		\$ -		\$ -	\$ 140,500.00	\$ 140,500.00
A.2	Drill Minimum 31-inch Diameter Hole (minimum 100 feet), Furnish and Install 26-inch Diameter Surface Conductor Casing and Furnish and Install Grout Seal	100	L.F.	\$ -	\$ -	\$ -	\$ -	\$ 430.00	\$ 43,000.00
A.3	Drill Maximum 12-inch Diameter Exploratory Hole to a Depth of Approximately 600 Feet Using the Reverse Rotary drilling method	500	L.F.	\$ -	\$ -	\$ -	\$ -	\$ 110.00	\$ 55,000.00
A.4	Collect and Preserve Formation Samples	120	Each	\$ -	\$ -	\$ -	\$ -	\$ 17.00	\$ 2,040.00
A.5	Perform Geophysical Logging, Including Interpretation	1	L.S.	\$ -	\$ -	\$ -	\$ -	\$ 13,130.00	\$ 13,130.00
A.6	Ream Exploratory Borehole to Minimum 24-inch Diameter Hole to a Depth of Approximately 600 Feet using the Reverse Rotary Method, to Accommodate 16-inch Diameter Casing	500	L.F.	\$ -	\$ -	\$ -	\$ -	\$ 160.00	\$ 80,000.00
A.7	Furnish and Install 18-inch Diameter Steel Blank Casing	400	L.F.	\$ -	\$ -	\$ -	\$ -	\$ 70.00	\$ 28,000.00
A.8	Furnish and Install 18-inch Diameter Wire Wrap SS 304 Screen (Assume 70 slot openings, with top screen at 150 ft. - actual to be determined by ENGINEER)	200	L.F.	\$ -	\$ -	\$ -	\$ -	\$ 230.00	\$ 46,000.00
A.9	Furnish and Install Artificial Well Filter (Assume 6-8 Premier Silica Sand - actual to be determined by ENGINEER)	45	C.Y.	\$ -	\$ -	\$ -	\$ -	\$ 1,070.00	\$ 48,150.00
A.10	Well Development with Dual Swab Tool	72	HRS	\$ -	\$ -	\$ -	\$ -	\$ 520.00	\$ 37,440.00
A.11	Furnish and Install Test Pump Equipment with 3,500 gpm Capacity Set at 230 Feet Depth	1	L.S.	\$ -	\$ -	\$ -	\$ -	\$ 21,180.00	\$ 21,180.00
A.12	Well Development, Step and Constant Rate Pump Tests	120	HRS	\$ -	\$ -	\$ -	\$ -	\$ 353.00	\$ 42,360.00
A.13	Well Disinfection	1	L.S.	\$ -	\$ -	\$ -	\$ -	\$ 9,280.00	\$ 9,280.00
A.14	Perform Plumbness and Alignment Tests	1	L.S.	\$ -	\$ -	\$ -	\$ -	\$ 4,580.00	\$ 4,580.00
A.15	Video Well Log	1	L.S.	\$ -	\$ -	\$ -	\$ -	\$ 1,410.00	\$ 1,410.00
<b>BID SCHEDULE A TOTAL</b>				\$ -	\$ -	\$ -	\$ -	\$ 1,410.00	\$ 1,410.00

Bid Schedule D - Cable Tool Well Drilling

	Description	Qty	Unit	Peterson Brothers Drilling		High Plains Drilling		Hydro Resources	
				Unit Bid Amount	Total Bid Amount	Unit Bid Amount	Total Bid Amount	Unit Bid Amount	Total Bid Amount
B.1	Mobilization	1	L.S.	\$ 59,000.00	\$ 59,000.00	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -
B.2	Drill 26-inch Diameter Hole, Set Surface Conductor Casing and Furnish and Install Grout Seal While Pulling Back 26-inch Casing	100	L.F.	\$ 553.00	\$ 55,300.00	\$ 850.00	\$ 85,000.00	\$ -	\$ -
B.3	Drill with Cable Tool Rig and Drive 20" Casing	500	L.F.	\$ 353.00	\$ 176,500.00	\$ 480.00	\$ 240,000.00	\$ -	\$ -
B.4	Collect and Preserve Formation Samples	120	Each	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00	\$ -	\$ -
B.5	Perforate 20" Casing (Assume 6-8" apart with 10-12 per round)	200	L.F.	\$ 89.00	\$ 17,800.00	\$ 80.00	\$ 16,000.00	\$ -	\$ -
B.6	Well Development with Approved Cable Tool Development Method	72	HRS	\$ 229.00	\$ 16,230.00	\$ 250.00	\$ 18,000.00	\$ -	\$ -
B.7	Furnish, Install and Remove Test Pump Equipment with 3,000 gpm Capacity Set at 250 Feet Depth	1	L.S.	\$ 7,750.00	\$ 7,750.00	\$ 11,800.00	\$ 11,800.00	\$ -	\$ -
B.8	Well Development, Step and Constant Rate Pump Tests	120	HRS	\$ 245.00	\$ 29,400.00	\$ 380.00	\$ 45,600.00	\$ -	\$ -
B.9	Well Disinfection	1	L.S.	\$ 500.00	\$ 500.00	\$ 2,100.00	\$ 2,100.00	\$ -	\$ -
B.10	Perform Plumbness and Alignment Tests	1	L.S.	\$ 1,200.00	\$ 1,200.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -
B.11	Video Well Log	1	L.S.	\$ 850.00	\$ 850.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -
<b>BID SCHEDULE B TOTAL</b>				\$ 385,700.00	\$ 385,700.00	\$ 421,900.00	\$ 421,900.00	\$ -	\$ -

Bid Schedule C - Additive Alternates

	Description	Qty	Unit	Peterson Brothers Drilling		High Plains Drilling		Hydro Resources	
				Unit Bid Amount	Total Bid Amount	Unit Bid Amount	Total Bid Amount	Unit Bid Amount	Total Bid Amount
C.1	Well Abandonment of Exploratory Hole, if Necessary	600	L.F.	\$ -	\$ -	\$ -	\$ -	\$ 40.00	\$ 24,000.00
C.2	Well Abandonment of Production Hole, if Necessary	600	L.F.	\$ 51.00	\$ 30,600.00	\$ 28.00	\$ 15,800.00	\$ 67.00	\$ 40,200.00
C.3	Perform Water Quality Testing in Exploratory Pilot Hole for each Aquifer zone (Assume 200' thick) as determined by Engineer (Section 01 11 00 Summary of Work, Paragraph 101.02.D)	3	Each	\$ -	\$ -	\$ -	\$ -	\$ 18,330.00	\$ 54,990.00
C.4	Additional Water Quality Test Pumping or Air Lifting beyond 8 hours	12	HRS	\$ -	\$ -	\$ 200.00	\$ 2,400.00	\$ 500.00	\$ 6,000.00
C.5	Drill with Cable Tool Rig and Drive 16" Casing, if 20" Casing Cannot be Advanced to a Depth of 300 Feet	100	L.F.	\$ 877.00	\$ 87,700.00	\$ 880.00	\$ 66,000.00	\$ -	\$ -
C.6	Out off 16" Casing and Swedge to 20" Casing	1	L.S.	\$ 18,000.00	\$ 18,000.00	\$ 5,200.00	\$ 5,200.00	\$ -	\$ -

Summary

	Peterson Brothers Drilling	High Plains Drilling	Hydro Resources
Bid Schedule A:	\$ -	\$ -	\$ 572,070.00
Bid Schedule B:	\$ 365,700.00	\$ 421,900.00	\$ -
<b>Total:</b>	\$ 365,700.00	\$ 421,900.00	\$ 572,070.00
Addendum No. 1	Yes	Yes	Yes
Addendum No. 2	Yes	Yes	Yes
Bond	Yes	Yes	Yes
<b>Alternate Scenarios:</b>	<b>TOTALS:</b>	<b>TOTALS:</b>	<b>TOTALS:</b>
20" Refusal Depth:	300 \$ 532,900.00	\$ 472,800.00	
	400 \$ 490,500.00	\$ 455,800.00	
	500 \$ 428,100.00	\$ 438,800.00	
	600 \$ 365,700.00	\$ 421,900.00	
<b>Water Quality Sampling:</b>			
Number of Tests:	3		\$ 627,060.00
	2		\$ 608,730.00
	1		\$ 590,400.00

**DOCUMENT 00 50 00**

**AGREEMENT**

THIS AGREEMENT is by and between Farmington City ("Owner") and  
Peterson Brothers Drilling Co., Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

*Drilling of an exploratory pilot hole followed by reaming for construction of a production well using the reverse-rotary drilling method or drilling a production well using the cable tool drilling method. The well is to be used in the Farmington City drinking water system. The well is anticipated to be completed with a minimum 16-inch diameter casing to a total depth of approximately 600 feet with anticipated production from an unconsolidated sand and gravel aquifer. The City may decide to drill a second, similar well within 1.5 miles of the well location.*

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Farmington City – Shepard Creek Well Exploratory and Production Drilling.**

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before April 15, 2019, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before May 15, 2019.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with

Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

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

## **ARTICLE 7 – INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the prevailing interest rate per annum.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures

of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive).
  - 5. Supplementary Conditions (pages 1 to 10, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (Well Schematic) with each sheet bearing the following general title: Shepard Creek Well Exploratory and Production Drilling.
  - 8. Addenda (numbers 1 to 2, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 18, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages 1 to 2, inclusive).

- b. Work Change Directives.
- c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

OWNER:

Farmington City

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Farmington City

160 South Main

Farmington, Utah 84025

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

CONTRACTOR

Peterson Brothers Drilling Co., Inc.

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

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Peterson Brothers Drilling Co., Inc.

691 West 400 North

West Bountiful, Utah 84087

742

License No.: \_\_\_\_\_

(Where applicable)

Agent for service of process:

\_\_\_\_\_



**DOCUMENT 00 30 30**

**Bid Form**

Project Identification: FARMINGTON CITY – SHEPARD CREEK WELL EXPLORATORY AND PRODUCTION DRILLING

Contract Identification and Number:

**ARTICLE 1 - BID RECIPIENT**

1.01 This Bid Is Submitted To: FARMINGTON CITY

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
<u>#1</u>	<u>March 22 2018</u>
<u>#2</u>	<u>March 22 2018</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

##### **4.01 Bidder further represents that:**

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) for either Bid Schedule A OR Bid Schedule B:

**Farmington City – Shepard Creek Well  
BID SCHEDULE A – REVERSE ROTARY DRILLING**

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
A.1	Mobilization	1	L.S.	\$	\$
A.2	Drill Minimum 31-inch Diameter Hole (minimum 100 feet), Furnish and Install 26-inch Diameter Surface Conductor Casing and Furnish and Install Grout Seal	100	L.F.	\$	\$
A.3	Drill Maximum 12-inch Diameter Exploratory Hole to a Depth of Approximately 600 Feet Using the Reverse Rotary drilling method.	500	L.F.	\$	\$
A.4	Collect and Preserve Formation Samples	120	Each	\$	\$
A.5	Perform Geophysical Logging, Including Interpretation	1	L.S.	\$	\$
A.6	Ream Exploratory Borehole to Minimum 24-inch Diameter Hole to a Depth of Approximately 600 Feet using the Reverse Rotary Method, to Accommodate 16-inch Diameter Casing	500	L.F.	\$	\$
A.7	Furnish and Install 16-inch Diameter Steel Blank Casing	400	L.F.	\$	\$
A.8	Furnish and Install 16-inch Diameter Wire Wrap SS 304 Screen (Assume 70 slot openings, with top screen at 150 ft – actual to be determined by ENGINEER)	200	L.F.	\$	\$
A.9	Furnish and Install Artificial Well Filter (Assume 6-9 Premier Silica Sand – actual to be determined by ENGINEER)	45	C.Y.	\$	\$
A.10	Well Development with Dual Swab Tool	72	HRS	\$	\$
A.11	Furnish and Install Test Pump Equipment with 3,000 gpm Capacity Set at 250 Feet Depth	1	L.S.	\$	\$
A.12	Well Development, Step and Constant Rate Pump Tests	120	HRS	\$	\$
A.13	Well Disinfection	1	L.S.	\$	\$
A.14	Perform Plumbness and Alignment Tests	1	L.S.	\$	\$

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
A.15	Video Well Log	1	L.S.	\$	\$
<b>BID SCHEDULE A TOTAL</b>				\$	\$

OR

**BID SCHEDULE B – CABLE TOOL WELL DRILLING**

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
B.1	Mobilization	1	L.S.	\$ 59,000 <sup>00</sup>	\$ 59,000 <sup>00</sup>
B.2	Drill 26-inch Diameter Hole, Set Surface Conductor Casing and Furnish and Install Grout Seal While Pulling Back 26-inch Casing	100	L.F.	\$ 553 <sup>00</sup>	\$ 55,300 <sup>00</sup>
B.3	Drill with Cable Tool Rig and Drive 20" Casing	500	L.F.	\$ 353 <sup>00</sup>	\$ 176,500 <sup>00</sup>
B.4	Collect and Preserve Formation Samples	120	Each	\$ 10 <sup>00</sup>	\$ 1,200 <sup>00</sup>
B.5	Perforate 20" Casing (Assume 6-8" apart with 10-12 per round)	200	L.F.	\$ 89 <sup>00</sup>	\$ 17,800 <sup>00</sup>
B.6	Well Development with Approved Cable Tool Development Method	72	HRS	\$ 225 <sup>00</sup>	\$ 16,200 <sup>00</sup>
B.7	Furnish, Install and Remove Test Pump Equipment with 3,000 gpm Capacity Set at 250 Feet Depth	1	L.S.	\$ 97,500 <sup>00</sup>	\$ 97,500 <sup>00</sup>
B.8	Well Development, Step and Constant Rate Pump Tests	120	HRS	\$ 245 <sup>00</sup>	\$ 29,400 <sup>00</sup>
B.9	Well Disinfection	1	L.S.	\$ 500 <sup>00</sup>	\$ 500 <sup>00</sup>
B.10	Perform Plumbness and Alignment Tests	1	L.S.	\$ 1200 <sup>00</sup>	\$ 1,200 <sup>00</sup>
B.11	Video Well Log	1	L.S.	\$ 850 <sup>00</sup>	\$ 850 <sup>00</sup>
<b>BID SCHEDULE B TOTAL</b>				\$	\$

**BID SCHEDULE C - ADDITIVE ALTERNATES**

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
C.1	Well Abandonment of Exploratory Hole, If Necessary	600	L.F.	\$ —	\$ —
C.2	Well Abandonment of Production Hole, If Necessary	600	L.F.	\$ 51 <sup>00</sup>	\$ 30,600 <sup>00</sup>
C.3	Perform Water Quality Testing in Exploratory Pilot Hole for each Aquifer zone (Assume 200' thick) as determined by Engineer (Section 01 11 00 Summary of Work, Paragraph 101.02.D)	3	Each	\$ —	\$ —
C.4	Additional Water Quality Test Pumping or Air Lifting beyond 8 hours	12	HRS	\$ —	\$ —
C.5	Drill with Cable Tool Rig and Drive 16" Casing, if 20" Casing Cannot be Advanced to a Depth of 600 Feet.	100	L.F.	\$ 977 <sup>00</sup>	\$ 97,700 <sup>00</sup>
C.6	Cut Off 16" Casing and Swedge to 20" Casing	1	L.S.	\$ 18,000 <sup>00</sup>	\$ 18,000 <sup>00</sup>

**Declaration of Steel Pricing.** Due to potential fluctuations in steel prices resulting from recently proposed tariffs on imported steel, the Owner is requiring bidders to declare the unit prices for casings and screens as shown below. Appropriate documentation from the pipe suppliers must also be submitted to verify these costs. When these items are ordered, the successful contractor will be required to supply documentation of actual casing and screen costs. The contract price for bid items affected by these declarations will be adjusted according

to the difference in the declared cost at the time of bidding and the documented cost at the time of ordering the casings and screens.

<b>Bid Item No.</b>	<b>Item</b>	<b>Unit Price (\$/ft)</b>
A.2	26-Inch Diameter Surface Conductor Casing	\$ _____
A.7	16-inch Diameter Steel Blank Casing	\$ _____
A.8	16-inch Diameter Wire Wrap SS 304 Screen	\$ _____
B.2	26-Inch Diameter Surface Conductor Casing	\$ <u>2880</u>
B.3	20-Inch Diameter Steel Blank Casing	\$ <u>6345</u>
C.5	16-inch Diameter Steel Blank Casing	\$ <u>5145</u>

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

~~Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.~~

**ARTICLE 6 - TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damage.

**ARTICLE 7 - ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check);
- B. Document 00 44 00 - Contractor's Qualification And Experience Affidavit;
- C. Document 00 45 00 - List of Subcontractors;
- D. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids.

**ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
*(Individual's signature)*

SEAL,  
if required  
by State

Doing business as:  
\_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_

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

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

SEAL,  
if required  
by State

**A Corporation**

Corporation Name: Petersen Bros. Drilling Co. Inc.

State or Jurisdiction of Incorporation: Utah

Type (General Business, Profession, Service, Limited Liability):  
Corporation

By: Rennie Warren President P.B.D. Co. Inc.

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Petersen Bros. Drilling Co., Inc.  
191 West 400 North  
West Bountiful, Utah 84087

Title: \_\_\_\_\_

Attest: Patricia S. Peterson

(Signature of Corporate Secretary)

CORPORATE  
SEAL,  
if required by State

Date of Qualification to do business in \_\_\_\_\_ [State or other jurisdiction where  
Project is located] is   /  /  

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venture Name: \_\_\_\_\_

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

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

SEAL,  
if required  
by State

Second Joint Venture Name:

\_\_\_\_\_

SEAL.  
if required  
by State

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: 691 West 400 North  
West Bountiful Utah 84087

Business Phone No. (801) 815-0287

Business FAX No. (801) 295-0882

Business E-Mail Address Peterson Bore Drilling 249@Hot Mail, Com

State Contractor License No. UT#149 (If applicable)

Employer's Tax ID No. 87-0269990

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:  
\_\_\_\_\_  
\_\_\_\_\_

9.02 Bid submitted on Tue March 27, 2018.

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**INDUSTRIAL PIPING PRODUCTS INC**

**QUOTE**

P.O. BOX 27395  
 SALT LAKE CITY, UT 84127-0395  
 801-973-7111  
 www.industrialpiping.net

Number	032814
Date	03/23/2018
Page	1

<b>Ship-to: SAME</b> <b>PETERSEN BROTHERS DRILLING CO</b> <b>691 WEST 400 NORTH</b> <b>WEST BOUNTIFUL UT 84087-1408</b>	<b>Bill-to: PETBRO</b> <b>PETERSEN BROTHERS DRILLING CO</b> <b>691 WEST 400 NORTH</b> <b>WEST BOUNTIFUL UT 84087-1408</b>
--	--

Reference #	Sisp	Terms	Whse	Freight	Ship Via
WELL QUOTE	003 AB	NET 30	01	PREPAID	OUR TRUCK

Quoted By: AJB	Quoted To: RON W	Effective: NONE	Expires: 03/30/18
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Item	Description	Ordered UM	Price UM	Extension
PIB26-37D5B	26 STD API5LB DSAW SRL IMPORT	100.00 FT	88.80 FT	8880.00
PIB20-37DBB	20 STD BLK A53B ERW PIPE DRL IMPORT	600.00 FT	63.45 FT	38070.00
PIB16-37DBB	16 STD BLK A53B ERW PIPE DRL IMPORT	600.00 FT	51.15 FT	30690.00
DS20	20 HARDENED DRIVE SHOE	1.00 EA	1120.00 EA	1120.00
DS16	16 HARDENED DRIVE SHOE	1 EA	965.00 EA	965.00

Merchandise	Misc	Tax	Freight	Total
79725.00	.00	5461.16		85186.16

DISCREPANCIES MUST BE REPORTED WITHIN 7 DAYS

**DOCUMENT 00 42 00**

**CONTRACTOR'S QUALIFICATION AND EXPERIENCE AFFIDAVIT**

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's name and Address:

Water Well Services  
Peteren Bros. Drilling Co., Inc.  
691 West 400 North  
West Bountiful, Utah 84087  
Ken Warren 801-815-0287

B. CONTRACTOR's Representative: Jay Warren

C. CONTRACTOR's Telephone Number: 801 927 8644

D. CONTRACTOR's License: Primary Classification \_\_\_\_\_

State License No. #742 Lt.

Supplemental Classifications held, if any. \_\_\_\_\_

E. Number of years as a contractor in Construction Work of this type: 47

F. Names and titles of Principal Officers of CONTRACTOR's Firm:

<u>Bonnie Warren</u>	<u>Pres. P.B.D.C. Inc.</u>
Name	Title

_____	_____
Name	Title

_____	_____
Name	Title

G. Name of person who inspected site of proposed work for your firm:

Name: Jay Warren Date of Inspection: 3-15-18

H. Name, address, and telephone number of surety company and agent who will provide the required bonds on this Contract:

\_\_\_\_\_  
\_\_\_\_\_

I. A certified copy of financial statement prepared during current fiscal year as prepared for bank or bonding company will not be required with submission of the bid, but may be required by the OWNER of the apparent successful bidder prior to award as part of the evaluation and review process.

J. List of current jobs now under construction (use additional sheets if necessary):

	<u>Client Reference</u>	<u>Telephone No.</u>	<u>Dollar Amt.</u>	<u>Type of Job</u>
1.	Emigration Imp. Dist		? 150000 <sup>00</sup>	30% Arable Well
2.				
3.	Cottwood Water Co.		120000 <sup>00</sup>	Arable Well
4.				

K. List similar projects (regardless of size) completed within the last five years (use additional sheets if necessary):

	<u>Client Reference</u>	<u>Telephone No.</u>	<u>Dollar Amt.</u>	<u>Type of Job</u>
1.	Centerville City		\$450 000 <sup>00</sup>	New Well
2.	Magna Water		\$435 000 <sup>00</sup>	New Well
3.	Bear River Water C.D.		284 000 <sup>00</sup>	Deepen Well
4.				
5.				

L. Have you ever failed to complete any work awarded to you? If so, when, where and why?

No

M. List your major equipment available for this Contract (use additional sheets if necessary):

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\_\_\_\_\_  
CONTRACTOR's Signature

- END OF DOCUMENT -



The Ohio Casualty Insurance Company  
**BID OR PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, Petersen Bros Drilling

of West Bountiful, UT  
(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto Farmington City

of Davis County  
(hereinafter called the Obligee) in the penal sum of \*\*\*Five Percent\*\*\*

Dollars 5%\*\*\* lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated March 27, 2018 for Shepard Creek Well Exploratory and Production Drilling

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: March 27, 2018

Petersen Bros Drilling  
(Principal)

By: Ronnie Warner

The Ohio Casualty Insurance Company

By: Aimee Dunn  
Aimee Dunn (Attorney-in-Fact)

**POWER OF ATTORNEY**  
The Ohio Casualty Insurance Company

Bond Number: \_\_\_\_\_

Principal: Petersen Bros Drilling

Agency Name: Olympus Insurance Agency

Obligee: Farmington City

Agent Code: 430701

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Aimee Dunn; B. Darrell Child, Brian D. Child; F. David Child Jr of SALT LAKE CITY, Utah its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

**ARTICLE IV - Officers: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

**CERTIFICATE**

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 27 day of MAY, 2016.

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Farmington City  
160 South Main  
Farmington, UT 84025

BID

Bid Due Date:

Description: Farmington City-- Shepard Creek Well Exploratory and Production Drilling

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum Three Hundred Sixty Five Thousand Seven Hundred <sup>00</sup>/<sub>100</sub> \$ 365 700 <sup>00</sup>  
(Words) Dollars (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Peterman Bros Drilling Co, Inc.  
Bidder's Name and Corporate Seal  
West Bountiful, Utah 84007

By:

Ronnie Warren  
Signature

RONNIE WARREN  
Print Name

President P.B.D. Line  
Title

Attest:

Patricia S. Peterson  
Signature

Patricia S. Peterson  
Title

SURETY

\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

## PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. ~~Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.~~
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ADDENDUM NO. 2  
to  
FARMINGTON CITY  
BIDDING DOCUMENTS FOR

SHEPARD CREEK WELL EXPLORATORY AND PRODUCTION DRILLING

March 22, 2018

The Contract Conditions, Technical Specifications and Drawings are hereby revised to include the following changes. Contractors bidding the project shall conform to these revisions and acknowledge receipt of this Addendum on the first page of the Bid Form.

**GENERAL**

1. Bids shall be submitted to the Farmington City Public Works office at 720 West 100 North, Farmington, Utah 84025 by 4:00 p.m. (local time) on March 27, 2018 and NOT to the main City offices as listed on the Advertisement for Bid.

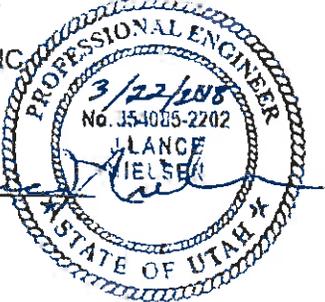
**BIDDING REQUIREMENTS**

2. Delete Section 00 41 00 - "Bid Bond" in its entirety and replace it with the attached revised Section 00 41 00 - "Bid Bond." Owner information has been corrected.

THIS ADDENDUM IS HEREBY ATTACHED TO AND MADE A PART OF THE CONTRACT DOCUMENTS, AND EACH BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE BID.

HANSEN, ALLEN & LUCE, INC.

J. Lance Nielsen, P.E.  
Project Engineer



March 22, 2018  
041.04.100

ADDENDUM NO. 2  
Page 1

## CITY COUNCIL AGENDA

For Council Meeting:  
April 17, 2018

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

1. Mountain America Federal Credit Union Cash Bond Improvements Agreement (495 N Station Parkway)
2. Residences at Farmington Hills Plat Amendment (approximately 261 East 400 North)
3. Ratification of an Amendment to the Mountain View Rezone Enabling Ordinance (approximately 179 South 650 West)
4. Approval of Minutes from March 6, 2018
5. Police Department Salary Adjustment
6. Arbor Day Proclamation
7. Kaysville Boundary Adjustment Resolution of Intent – Ken Stuart
8. Brownstone Subdivision Final PUD Master Plan (approx. between State Street, 200 East and SR106)
9. Surplus Property – Misc. Equipment
10. Surplus Property – Trucks
11. Appointment of Trails Committee Members

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



# FARMINGTON CITY

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

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: March 20, 2018

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

### RECOMMENDATION:

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

### BACKGROUND

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

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

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur

Dave Millheim  
City Manager

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Mountain America Federal Credit Union (hereinafter "Developer"), whose address is 7121 S. Campus View Dr., West Jordan, UT 84084, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 6<sup>th</sup> day of March, 2018

**CITY:**

FARMINGTON CITY CORPORATION

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

**ATTEST:**

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

**DEVELOPER:**

ERIC CORBIN

By: 

Its: VP CORP RD, DESIGN & CONSTRUCTION

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

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

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

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

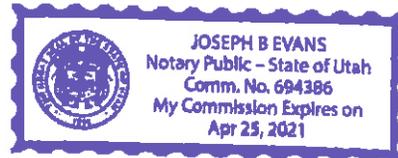
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(Complete if Developer is a Corporation)

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

On this 7th day of March, 2018, personally appeared before me, Eric Cardon, who being by me duly sworn did say that he/she is the authorized signer, VP of Mountain America Credit Union a not for profit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

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







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

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

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

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

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

<b>Total Bond</b>				<b>\$63,456.80</b>				
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Cash Deposits					
Item	Quantity	Unit	Unit Cost	Bond Amount	
Slurry Seal	0	SF	\$ 0.20	\$0.00	
Street Signs	0	EA	\$ 300.00	\$0.00	
Street Lights	0	EA	\$ 3,200.00	\$0.00	



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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: March 20, 2018

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

### RECOMMENDATION

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

### BACKGROUND

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

#### Supplemental Information

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

Respectfully Submitted

Eric Anderson  
City Planner

Concur

Dave Millheim  
City Manager

## RESIDENCES AT FARMINGTON HILLS LLC

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

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

---

Residences at Farmington Hills LLC Member







# FARMINGTON CITY

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

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson, City Planner  
Date: April 17, 2018  
SUBJECT: **RATIFICATION OF AN AMEDEMMENT TO THE MOUNTAIN VIEW  
REZONE ENABLING ORDINANCE**  
Applicant: **Farmington City**

### RECOMMENDATION

Move that the City Council ratify the enclosed enabling ordinance amending the enabling ordinance for the Mountain View rezone application approved March 6, 2018.

### Findings for Approval:

1. The amendment to the enabling ordinance is cleaning up a discrepancy in the total acreage for the Mountain View rezone application (Z-2-17) from 11.93 to 11.68 acres, and parcel of land that was inadvertently not included in the previous ordinance.
2. Although the original application for rezone included 11.93 acres of property, at some point during the public hearing process, the applicant dropped .25 acres of property on the southern end (abutting 250 South) from the project area. However, the enabling ordinance did not reflect the change from application to ratification of the enabling ordinance. The amended enabling ordinance rectifies this issue.

### BACKGROUND

The rezone, schematic plan, and preliminary PUD master plan for the Mountain View PUD Subdivision was approved on March 6, 2018 by the City Council. The enabling ordinance that was approved stated that it was for "property described in Application # Z-2-17, filed with the City, located at approximately 179 South 650 West, identified by parcel numbers: 080870137, 080870140, 080870078, 080870174, and 080870034 and comprising 11.93 acres." However, a resident pointed out that during the public hearing process, the applicant removed .25 acres of property from their project area (as identified by Parcel No. 080870119) because the residents along 250 South did not want a trailhead parking lot at the end of the street. While staff did remove the parcel from the list of parcel ID numbers in the enabling ordinance, the total acreage was not adjusted to reflect the modification.

Additionally, it was discovered on closer review of the enabling ordinance, that a parcel of land (Parcel ID 080870130) that is part of the described property, and was part of the subdivision, was inadvertently not included in the previous enabling ordinance. The attached enabling ordinance will replace the ordinance that was ratified on March 6<sup>th</sup>.

Respectfully Submitted



Eric Anderson  
City Planner

Concur



Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. 2018 -**

**AN ORDINANCE AMENDING ENABLING ORDINANCE NO. 2018-12**

**WHEREAS**, the property described in Ordinance No. 2018-12 is incorrect; and

**WHEREAS**, the amendment to the enabling ordinance is rectifying a discrepancy in the total acreage for the Mountain View rezone application (Z-2-17) from 11.93 to 11.68 acres, and a parcel of land that was inadvertently not included in the Ordinance No. 2018-12; and

**WHEREAS**, the original application for rezone included 11.93 acres of property, at some point during the public hearing process, the applicant removed .25 acres of property on the southern end (abutting 250 South) from the project area, but this change was not reflected in Ordinance No. 2018-12. The amended enabling ordinance rectifies this issue.

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

**Section 1. Ordinance Amendment.** Section is hereby amended in its entirety as follows: "The property described in Application # Z-2-17, filed with the City, located at approximately 179 South 650 West, identified by parcel numbers: 080870130, 080870137, 080870140, 080870078, 080870174, and 080870034 and comprising 11.68 acres.

**Section 2. Ordinance Amendment.** The legal description as set forth in Ordinance 2018-12 shall be amended as described in "Exhibit A" attached hereto and made apart hereof.

**Section 3. Effective Date.** This ordinance shall take effect immediately.

**DATED** this 17<sup>th</sup> day of April, 2018.

**FARMINGTON CITY**

---

H. James Talbot  
Mayor

**ATTEST:**

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Holly Gadd  
City Recorder

# EXHIBIT A

## BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT LIES N89°52'28"E ALONG THE QUARTER SECTION LINE BETWEEN THE CENTER QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 24, 492.91 FEET AND S00°07'32"E 115.51 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 24; AND RUNNING THENCE ALONG THE WESTERLY LINE OF THE DOT PROPERTY FOR LEGACY HIGHWAY AND THE LEGACY PARKWAY TRAIL THE FOLLOWING TWO (2) COURSES; (1) S23°52'01"E 1236.83 FEET; THENCE S16°42'45"E 104.18 FEET; THENCE N89°45'01"W, A PORTION OF WHICH IS ALONG AN EXISTING FENCE 530.81 FEET TO A POINT ON AN EXISTING FENCE; THENCE ALONG SAID FENCE THE FOLLOWING TWO (2) COURSES; (1) N00°03'02"W 359.09 FEET; (2) S89°45'31"W 400.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TIPPETTS LANE; THENCE N00°12'11"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 109.00 FEET; THENCE N89°45'28"E 399.03 FEET; THENCE N00°12'14"E 109.18 FEET; THENCE S89°45'29"W 199.50 FEET; THENCE N00°12'11"E 109.25 FEET; THENCE S89°45'29"W 199.50 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TIPPETTS LANE; THENCE N00°12'11"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 109.26 FEET; THENCE N89°45'29"E 199.27 FEET; THENCE N00°12'11"E 109.33 FEET; THENCE N89°38'00"W 199.26 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TIPPETTS LANE; THENCE N00°12'11"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 109.40 FEET TO A POINT ON AN EXISTING FENCE; THENCE ALONG SAID EXISTING FENCE THE FOLLOWING TWO (3) COURSES; (1) S89°38'00"E 198.44 FEET; (2) N89°45'29"E 199.66 FEET; (3) N00°04'59"E 214.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 508,793 SQUARE FEET OR 11.680 ACRES MORE OR LESS.

## FARMINGTON CITY COUNCIL MEETING

March 6, 2018

### WORK SESSION

*Present: Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Brigham Mellor, City Manager Dave Millheim, City Development Director David Petersen, City Planner Eric Anderson, Police Chief Wayne Hansen, Lieutenant Parish Snyder, City Engineer Chad Boshell, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden*

*Excused: Mayor Jim Talbot and Councilmember Brett Anderson; both joined the meeting at 6:44 p.m.*

### **CALL TO ORDER:**

Councilmember **Cory Ritz** called the meeting to order at 6:08 p.m.

### **Police Department Salary Structure Adjustment Proposal**

Chief **Wayne Hansen** presented information regarding the challenges of recruiting and retaining police officers. He noted that some of the challenges cannot be mitigated by City efforts alone such as retirement planning and negative public opinion, but the City can overcome challenges related to wages and benefits. **Wayne Hansen** shared that the Police Department currently staffs many dedicated officers, and would not want to lose them to cities offering more competitive compensation.

**Keith Johnson** supported efforts to review salary data of comparative Police Departments throughout Utah. The data demonstrated that the compensation for Farmington's officers was between 5% and 12% behind comparative salaries, depending on seniority. **Wayne Hansen** proposed an increase of 12% to the police department wage scale for Police Officer II, Police Officer III and Sergeant positions. He stated that this would help retain the staff currently in place, which will allow the department to build institutional knowledge and encourage existing officers to step into supervisory roles.

Councilmember **Doug Anderson** asked about turnover and was told by **Wayne Hansen** that most has come from retirement, rather than a loss to other departments. Lt. **Parish Snyder** noted that when new officers join, the hiring process takes four months, followed by four months of training and it is typically 20 months before an officer is on their own; if the City loses officers at that point, the time and money for training is lost. He said that the proposed adjustments would demonstrate that the City is invested and wants to retain officers long-term.

**Wayne Hansen** shared that the Police Department hopes to maintain a positive relationship with the public as the city continues to grow and demand for their services increases. They would like to look at proactive policing through a motor patrol for traffic concerns and increasing their school presence. **Cory Ritz** asked which officer will be assigned to the new high school. **Wayne Hansen** identified Dustin Bell as the School Resource Officer and noted that he has already begun his training and will be at the school full-time.

City Manager **Dave Millheim** noted that the proposal has minimal budget impact and reviewed the General Fund balance. As the Councilmembers indicated their support for the proposal, **Dave Millheim** said that a proposal will be drafted for a formal vote in an upcoming Council meeting. The ongoing funding will be discussed as part of the budget process. Councilmembers expressed appreciation for Chief Hansen and his staff.

### **Other Agenda Items**

**Cory Ritz** asked why the Animal Control Contract with Davis County was in red font on the agenda and was told that it was added to the agenda after it was originally posted, so the amended agenda highlighted the item.

**Dave Millheim** noted that City Attorney **Todd Godfrey** would be present in the meeting to answer any questions related to a possible “down-zone.”

**Cory Ritz** asked **Chad Boshell** if he was comfortable with the bid winner for the concrete work at the baseball fields. **Chad Boshell** noted that he had no concerns and that the contractor was currently completing other work in town.

**The work session concluded at 6:48 p.m.**

### **REGULAR SESSION**

*Present: Mayor Jim Talbot; Councilmembers Brett Anderson, Rebecca Wayment, Doug Anderson, Cory Ritz, Brigham Mellor, City Manager Dave Millheim, City Development Director David Petersen, City Planner Eric Anderson, Police Chief Wayne Hansen, Lieutenant Parish Snyder, City Attorney Todd Godfrey, City Engineer Chad Boshell, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden*

### **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 Councilmember **Brett Anderson** and the Pledge of Allegiance was led by Boy Scout **Jacob Reeder**.

### **PRESENTATIONS:**

#### **Recognition of Heather Barnum for Years of Service on the Planning Commission**

**Jim Talbot** thanked **Heather Barnum** for her years of service on the Planning Commission and presented a plaque of appreciation. He noted that the Planning Commission reviews items prior to them being presented to the City Council.

**Heather Barnum** shared that she loved the opportunity to serve in her City with the Arts Council and the Planning Commission. She gained an appreciation for the City and its leaders.

She was encouraged to see the Youth City Council serving the City as they develop their leadership capacity.

### **Introduction of Youth City Council Members and Administration of Oath of Office**

**Jim Talbot** introduced the members of the Youth City Council who help with Festival Days and other events throughout the year. **Emily Pace** said that the group meets once a month to learn about leadership, respect, kindness, and unity.

**Jim Talbot** administered the Oath of Office to the members of the Youth City Council.

### **PUBLIC HEARINGS:**

**Jim Talbot** noted that discussion related to the proposed office building on Main Street would take place at a subsequent City Council meeting and to watch the Farmington City website for future agendas. He also noted that an applicant withdrew the application for a rezoning to allow townhomes near Compton Bench and so the item would not be discussed.

### **Mountain View PUD Subdivision Schematic Plan, Preliminary (PUD) Master Plan, and Rezone - 650 West 250 South**

Mayor **Jim Talbot** introduced the rules of the Public Hearing, made the request of those present to limit their comments to three minutes, and be mindful not to repeat information previously presented but rather add new information with their comments.

**Eric Anderson** noted that the staff received a revised schematic plan from the applicant just prior to the meeting and indicated that the applicant would review the changes in their presentation.

Applicant, **Randy Rigby**, 245 South Cobble Creek Road, presented on behalf of his partners Joe Kennard and Shane Smoot. He said that he appreciated that good dialogue that has taken place as the project has been in the planning stages and shared that there have been productive conversations with neighbors, the Planning Commission and the City Council. The revised schematic plan represents 31 buildable lots and 32 total lots, down from the originally proposed 40 lots. To address the concern related to increased traffic on 250 South, traffic will instead be concentrated to 650 West. The average lot size will be .225 acres, though lot sizes vary somewhat throughout the development. **Randy Rigby** said that they were taking a blighted property and turning it into a beautiful project of single family homes with quality builders and engineering that will add to the community. The homes are expected to start at \$400,000. The community will fit well with existing homes, retail, recreation and schools.

**Randy Rigby** acknowledged that change can be hard, but he is hopeful for the future and the positive change that this development will bring to the city with additional residents. He asked that the City Council support the rezone, schematic plan and preliminary (PUD) master plan.

**Eric Anderson** provided a summary of the review of the project by the Planning Commission and City Council. In September of 2017, the Planning Commission tabled the proposal over unresolved questions related to open space configurations and density. In October, the Planning

Commission recommended that the City Council deny the rezone application because the density concerns had not been resolved. In November, the City Council seemed to be moving towards a denial of the rezone so the applicant pulled the application temporarily to have time to meet with neighbors and make adjustments. The applicant then submitted a revised schematic plan. In December, the Planning Commission recommended the approval of the revised plan with a split vote of 3-1. In January of 2018, the City Council tabled the item to allow the applicant to review the possibility of a TDR. The applicant chose not to pursue that option and it was once again being reviewed by the City Council.

**Jim Talbot** asked if the changes in the schematic drawings were significant enough to necessitate a review by the Planning Commission. **Eric Anderson** noted that the schematic drawings now show less density and that the change is not significant enough to require a review by the Planning Commission, though the City Council could ask for a re-review.

**Brett Anderson** noted that previous discussions have included a waiver. **Eric Anderson** stated that because the overall lot count was reduced the applicant is no longer seeking a density bonus, so the waiver issue is no longer relevant. Councilmember **Rebecca Wayment** asked if the applicant would still need setback variances and if the development was still considered a PUD. **Eric Anderson** clarified that it was a PUD but he was unsure if it would require setback variances as planned. **Rebecca Wayment** asked if property could be rezoned to LR versus an R. **Eric Anderson** said the yield plan for an LR zone would be approximately 28 lots, and the proposed density is 32 lots. **Doug Anderson** asked how the lots compare to Miller Meadows and Kestrel Bay; **Eric Anderson** stated that lots for Kestrel Bay are an average of 6,000-7,000 square feet and **David Petersen** estimated Miller Meadows lot sizes to be approximately 11,000-13,000 square feet.

*At 7:46 p.m., Mayor Jim Talbot opened the public hearing.*

**Donna Whitaker**, 601 West State Street, spoke as a representative of Clark Water Company noting that the organization has an easement on the west side of the development parallel to 650 West. She asked for assurances that the development would not encroach on the easement, and expressed concern about the open ditch that would run along the property. She asked that the Council not approve the proposed development until assurances were made to protect the water easement.

**Ryan Toone**, 460 East 200 South, spoke in favor of the development arguing that it was a good use of land, and an improvement to the eyesore that is currently in place. He said that he hoped that the development would attract family friends in a similar demographic to him noting that his friends do not want large lots, but are attracted to the commercial development in the area.

**Jim Checketts**, 576 West 350 South, said that he has been a resident of Farmington for 19 years and was attracted to his property which allowed space to raise children and garden. The proposed lot sizes are too small and he argued that the 5 foot easement should not be included in the acreage size. He noted that a lot of concerned citizens have been attending meetings for months to ensure that the property was developed properly. He said that he has a loss of confidence and

feels misled. He stated that 1/3 acre lots to 2/3 acre lots are in demand so larger lots will sell. He asked the City Council to deny the request.

**Brett Reese**, 26 South Secretariat Way, spoke in favor of the development. He shared that he grew up in Davis County and as he has married and has a young family has moved to West Farmington for the lifestyle and neighborhood. He feels that the developer is taking land that neighbors agree is an eyesore and providing opportunities for others to live in Farmington.

**Jason Chesire**, 2029 Burke Lane, noted that he has lived in Farmington for 9 years in the Farmington Pointe Hunters Creek area. He spoke in favor of the zoning change and development and noted that the city is a great place to raise a family. He noted that he lives on Burke Lane, which is the thoroughfare into the development, and does not feel like traffic has been a concern.

**Todd Gibbs**, 595 West 350 South, said that those that have spoken in favor of the development do not live near the property suggesting that those in favor have a financial incentive or have been recruited to speak. He said that the last place that the City should change zoning is on 650 West as the impacts from the High School, Regional Park and Recreation Center have not been fully measured. People in the area have been reasonable and want the property developed if it is consistent with existing zoning and the Master Plan. If the project had been developed according to existing zoning, a lot of meetings could have been avoided. He asked that the City allow the “dust to settle” on 650 West before approving zoning changes.

**Kristin Jaussi**, 415 West Rigby Court, noted that she chose to live in Farmington for open space and large lots and built in Miller Meadows. She is currently looking for a larger lot, but probably won't find it in Farmington. She said that over the years she has opposed things like the Oakwood townhomes and the apartments near Chase Bank and the Council has approved them noting that the developments were consistent with the Master Plan. She wondered how the City Council could approve the proposed development by **Randy Rigby** and then deny the storage units, or vice versa and asked how both decisions could be consistent with the Master Plan. She suggested that if the Master Plan no longer worked for the city that a moratorium on development be considered until the Master Plan could be updated. She asked the City Council to make decisions consistent with the Master Plan.

**Paulette Hewett**, 541 West 250 South, clarified that Miller Meadows lots are from 11,000-15,000 square feet. She said that she was appreciative of the removal of the protection strips and the reduction in the lots. She noted that she is torn as she wants the property developed to get rid of the blight. She hoped that the TDR option could be an appropriate workaround. She asked that the City Council approve a plan that would allow little lots and big lots so everyone can have a “little piece of heaven on Earth.”

**Krissy Guest**, 553 West 250 South, shared that she appreciated the cooperation and consideration shown by the developers and was not concerned about the greater density along Legacy. She expressed concern with changing the zoning and “opening a can of worms.” She acknowledged it will be a difficult decision.

**Lisa Webster**, 732 West 500 South, said that she was opposed to the development. She said she does not understand why it is so difficult to stick to the zone and stay with half acre lots and said that she could guarantee that larger lots would sell. She is opposed to the zone change.

**Chris Brown**, 36 S. Rio Grande Avenue, noted that he has lived in various parts of Farmington and is currently living in the condominiums in the Avenues. He is grateful to have diversity of housing options in Farmington and thinks that the development increases the choices and options. He said that zones change and very few people live on property today that has maintained its original zoning. The City Council has to make decisions that will sustain a community and that means making zoning changes.

**John Bilton**, 1163 Alice Lane, noted that the community is changing and that is a difficult process. He mentioned a potential expansion of Legacy, US89 and the transportation demands as people travel to Salt Lake County to work. There will be continued pressure on the Wasatch Front which will double in population between now and 2050. He discussed the need for affordable housing and a variety of housing types and costs. The community needs to attract different demographics and stop putting additional pressure on existing infrastructure. He spoke in support of the development.

**Natalie Hogan**, 417 South 650 West, expressed concern for the disregard of the Master Plan. She suggested that the City should develop a plan that would foresee future development so that the process for approval is not deadlocked for six months. She said that she has attended meetings where every citizen spoke against a proposal and the Council approved it anyway. She feels that constituents are not being heard and she has difficulty putting her trust in City leaders. She is not opposed to development, but believes it should be constrained by the original zoning. She asked that the proposal be denied so that those who moved to the area for the agricultural areas and country life are allowed to keep the charm that is left in Farmington.

Mayor **Jim Talbot** closed the public hearing at 8:18 p.m.

**Jim Talbot** noted that Council has to make tough choices and noted that things are continuing the change in the City. He expressed appreciation for the way the public hearing was conducted and turned the time to the City Council for discussion.

**Doug Anderson** asked about the concerns regarding the water easement. **Eric Anderson** noted that the staff would typically review those concerns at the Development Review Committee stage and as part of preliminary plat approval. **Dave Millheim** asked for Donna Whitaker to follow-up with him. **Randy Rigby** also noted that their legal counsel is working with Clark Water Company to address the concerns.

**Brett Anderson** stated that using the PUD process allows the city to have some standards about the look and feel of the developments. As he weighs the decision, he is trying to determine what is "too dense" and that may be in the eye of the beholder. He noted that the original proposal was for 40 lots, then 34 lots with the option of a TDR and now at 31. He is not sure what the right number is, and what the yield plan would be under other scenarios. **Eric Anderson** explained that with a PUD the yield plan sets a threshold which may vary based on open space and density

bonuses so staff does not have a hard figure to consider. **Brett Anderson** said that the zoning change is a legislative decision that does not bind the future Council for the next parcel; every property can be considered separately. The property is unique as it abuts the freeway, is an in-fill lot and was a UDOT blight. He noted that his home is in an area originally zoned AE and asked about the Fieldstone Development and their density. **Dave Millheim** stated that the Fieldstone Development was allowed increased density because of exchange of the 11 acres of park land. He asked if any adjacent owners were opposed to the development and it was noted that none spoke at the public hearing. He reviewed that other standards for Preliminary PUD Master Plan Review from the City Code. **Brett Anderson** said that zoning vests rights, but it is also flexible so that zoning can be amended; the current zone does not have to be an eternal zone. He stated that the Master Plan should be updated, but the Council is **not** precluded from making decisions in the interim.

Councilmember **Brigham Mellor** said that he understands the consternation that people feel about rezones contrary to the general plan. He clarified that the intent of the General Plan is not to know exactly what will be developed next to one's property, but the **plan** exists and is used for infrastructure planning. The burden to justify a change to the General Plan lies with the developer. There are many qualitative metrics that **have** to be considered before a zone change can be granted. He noted that 650 West is now a minor collector road but it is not seeing the same traffic as Main Street, Clark Lane and other minor collector roads, the increased traffic from the development will not be a statistically significant increase which would cause the road to fail. He said that the General Plan does not reflect the Recreation Center, the regional park, the elementary school and some of the infrastructure around it. He noted that he lives on a ¼ acre lot and many of his neighbors live on lots of a similar size and they are not a detriment to the community. Property owners of large lots on the East side of Farmington are now approaching the City with requests to subdivide the lots or to build accessory dwellings. He said that it is important as communities change for infrastructure to be sized appropriately. **Brigham Mellor** shared information from Kelly Maxfield about not being able to farm the property with limited water access. **Brigham Mellor** shared that apartments are planned near transit hubs and then density becoming more open as you move from a hub. He stated that an approval made good planning sense.

**Rebecca Wayment** stated that she is not a numbers person and tries to make decisions with her heart. She has seen the application from the Planning Commission side and originally did not feel quite right. She complimented the developer for his willingness to work through the process and work with the neighbors. She said that Miller Meadows got it right with large lots against the freeway and wondered if something similar shouldn't be done with this property. With a potential expansion of Legacy she wonders if people on small lots will feel encroached upon and not want to stay long. She understands that the City cannot stay the same forever and that the City should allow for a diversity of housing options. **Rebecca Wayment** said she can breathe easier with 31 lots but wonders if that is still too dense.

**Cory Ritz** shared that he agreed with much of what has been said and is torn on the development. He noted that a number of residents that had initial concerns are less so now that

the plans have changed. He said that the staff should work through the issue with the Clark Water company but that he was not particularly worried about the easement issue. He made comments about originally buying property under the AG zoning that changed to AA and then AE. He has seen consternation over various lot sizes throughout the City but noted that if zoning had remained the same as it was 25 years ago he would have few neighbors. He hoped that through the change the community will be bigger and better. He said that the Master Plan is a set of guidelines not rules. He was complimentary of the developers as they have sat with the tough issues and their responsiveness to neighbors. He expressed concern that if the proposal was denied that a future City Council could receive an application for apartments or a commercial use that may be favored by a future City Council. **Cory Ritz** asked City Attorney **Todd Godfrey** if the findings were strong enough to preempt the same arguments being used elsewhere. He noted that it is a unique piece of property as it is uniquely sited, and difficult to develop as a landlocked piece. **Todd Godfrey** noted that the findings in the staff report are detailed and tight and providing the cover that the City Council is concerned about. **Brett Anderson** suggested adding an additional finding to reflect the record of the Council discussions about the uniqueness of the property. **Cory Ritz** stated that he was concerned with the precedent that the decision would set for other infill properties in the City, but that if the findings provide legal cover to differentiate this property from others, that he is okay with an approval.

**Jim Talbot** stated that he had tried to manage the meeting as best as he could and appreciated citizens being involved in the community. He felt that those that wished to speak were given the opportunity to speak and that a chance was given to all Councilmembers to provide comment. He shared that when he moved in 27 years ago the City looked different. He said that there is merit to asking "What can we provide for the future?" He said that sometimes you take a stand and get slaughtered and he wants the City Council to take a stand on the important issues. **Jim Talbot** mentioned recent search and rescue efforts for a Farmington resident and noted that those activities were most important in the bigger picture.

**Jim Talbot** suggested considering a vote on the schematic plan before voting on the zoning. **Dave Millheim** said that it was a polling question to ask the Council whether they supported the schematic plan before taking a vote on the zoning. **Dave Millheim** expressed concern about contract zoning. **Todd Godfrey** clarified that the zoning should be addressed first as the schematic plan is dependent on zoning.

***Motion:***

**Brigham Mellor** moved that the City Council approve the rezone from AE to R, amend the General Plan from RRD and AG to an LDR designation for 11.93 acres of property located at approximately 650 West and 250 South as identified in the attached legal description, and approve the enclosed enabling ordinance subject to all applicable Farmington City ordinances and development standards, Conditions 1 and 2, and Findings for Approval 1-11.

**Brett Anderson** seconded the motion. The motion passed with Councilmembers **Cory Ritz**, **Brigham Mellor** and **Brett Anderson** voting in favor, and Councilmembers **Doug Anderson** and **Rebecca Wayment** voting against.

Conditions:

1. The approval is subject to an approved preliminary PUD master plan.
2. The schematic plan yields 32 total lots (31 buildable lots).

Findings for Approval:

1. While the proposed rezone is not consistent with the General Plan, this area of Farmington is changing, and the General Plan is likely to be overhauled in the future to more accurately reflect the area's projected growth and accommodate the impending changes occurring within west Farmington, and the region at large, due to population growth trends and development patterns on the Wasatch Front.
2. The proposed rezone will provide a greater variety of housing types and densities.
3. The housing market along the Wasatch Front has been moving towards smaller lots and higher densities; this development will meet the market demand.
4. The proposed rezone will provide low to medium density housing and act as a transition between lower intensity single-family residential development to the south, and higher intensity mixed use development to the north.
5. The property is removed from 650 West and abuts the Legacy Highway; it is an in-fill development and is suitable for low to medium density housing as it is hidden by a row of homes on 650 West.
6. Making the rezone contingent on the approval of a preliminary PUD master plan ensures that vesting does not occur without the approval of a master plan for the area, protecting the city in the event that the applicant does not move forward with the subdivision.
7. Although at a higher density, the proposed development is still single-family residential, which is commensurate with surrounding neighborhoods.
8. Due to the size, shape, and location of the subject property abutting Legacy Highway, it is suitable for low to medium density single family residential.
9. The proposed subdivision provides the 10% open space requirement; additionally, the project is within a quarter mile of the Farmington City Regional Park and Gym.
10. The proposed trail connection to Legacy Parkway Trail provides the proposed development with a direct connection to commuter rail.
11. The property possesses unique characteristics noted by councilmembers in discussion.

**Doug Anderson** noted that he did not have a problem with the rezone, but 31 lots still felt like too many. He appreciated the comments of the Councilmembers and thanked the developers for their work and their negotiations and wished them the best of luck.

***Motion:***

**Brigham Mellor** moved that the City Council approve the schematic plan and preliminary PUD master plan for the Mountain View PUD Subdivision subject to all applicable Farmington City ordinances and development standards, Conditions 1-3, and Findings for Approval 1-7.

**Brett Anderson** seconded the motion. The motion passed with Councilmembers **Cory Ritz**, **Brigham Mellor** and **Brett Anderson** voting in favor, and Councilmembers **Doug Anderson** and **Rebecca Wayment** voting against.

Conditions:

1. The applicant shall enter into a development agreement memorializing the approved master plan prior to or concurrent with preliminary plat;
2. All outstanding comments from the DRC for schematic plan shall be addressed on preliminary plat.
3. The schematic plan yields 32 total lots (31 buildable lots).

Findings for Approval:

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

*Jim Talbot called for a break at 9:19 p.m. and the meeting reconvened at 9:28 p.m.*

**Farmington Greens PUD Master Plan Amendment-1525 West Clark Lane**

Mayor **Jim Talbot** introduced the rules of the Public Hearing, made the request of those present to limit their comments to three minutes, and be mindful not to repeat information previously presented but rather add new information with their comments. **Jim Talbot** said that the City Attorney would present to clarify some of the zoning issues related to the Farmington Greens PUD.

**Todd Godfrey** introduced the agenda item and provided background information. He noted that the City entered into a development agreement in 2000 as part of the Farmington Greens PUD approval process. The agreement defined the area with residential density and approximately 3 acres of community commercial property which was not well-defined. The agreement did not

define the process for how commercial uses would be decided or approved, only that they would be approved at final plat. The City is following the same process which established the Master Plan for the area to define the commercial use. There has been an application to put storage units on the property; the City has no regulatory standards to govern that use, height, or setbacks. The purpose of the public hearing is to allow for a fair process to review the entitled commercial right, with community feedback and to determine regulatory framework.

**Rebecca Wayment** asked if the process was specific to the storage unit application, or commercial uses in general. **Todd Godfrey** noted that the developer is entitled to put a commercial project within that 3 acre area, but there are not any standards in place, so the review is about establishing that framework. **Brigham Mellor** asked if the entitlement granted through the development agreement is equal to a having a general commercial zoning ordinance in place. **Todd Godfrey** said that a general commercial zoning goes too far and that the development agreement references “community commercial use”, he explained that this use is similar to what could be called neighborhood commercial use today. His interpretation of the development agreement is that the commercial use was intended to serve the residential area as a general use. The vesting/entitlement goes beyond the traditional zoning ordinance because it is contractual.

**Brett Anderson** asked if the current zone allows for different commercial uses as a permitted or conditional use. **Todd Godfrey** answered that the agreement does not provide regulatory parameters. **Cory Ritz** asked if the commercial use would travel with an ownership change. **Todd Godfrey** answered that it would change to the new owner as a contractual right tied to the property.

**Brett Anderson** expressed the need to establish definitions and asked what the term “community commercial” meant at the time of the agreement. **Todd Godfrey** explained that the zoning map shows the area as community commercial, but there was no such zone defined in the City code at the time the agreement was enacted. **Todd Godfrey** said that he could not go so far as to say it was the original intent, but suspects that the neighborhood commercial designation were being used interchangeably.

**David Petersen** indicated that the Planning Commission wrestled with the same issues of definitions and vested rights. At the time the agreement was in place, the development was 15 blocks from the downtown area which had the closest commercial development. The property has been owned by the same owner. The City has heard from residents saying that they do not want a gas station or a convenience store in the area. The property owner’s agent held a meeting with residents seeking input on an application for multifamily units. That was not well received, nor did he have the density to allow for that. The owner is not interested in developing single family with a TDR as he is entitled to commercial development. Office space will not likely be successful without more exposure. The Planning Commission reviewed a number of uses with the applicant. When the application came in for Class A storage with the look of an office building, the Planning Commission recommended approval with conditions about not going taller than single family homes, the need for a conditional use permit which adds a layer of public hearing, and shall meet the neighborhood service establishment and limited to the 2.6

acres in this specific location. **Dave Millheim** noted that any definitions set could be confined to the Farmington Greens PUD or the Council could create a new zoning designation.

**Adam Nash**, 6076 South 900 East, Salt Lake City represented the property owners. He reviewed the development agreement noting that they developed 100 acres of property with multiple sizes of lots including cottage homes and equestrian lots. He noted that they developed everything they were obligated to do which included a couple million gallon water tank, updating the sewer systems. The property has a large percentage of open space and the commercial uses was to be a complimentary use for the community. He noted that additional residential or parks are not permitted uses in the commercial zone. The owners are not interested in building one house on 3 acres. He said that the owners have met with the HOA and the community to review a series of proposals which included a convenience store with gas islands and a car wash, apartments, and storage units. The community seemed to be opposed to apartments, and property owners furthest out from the property were supportive of a convenience store, but not adjoining owners. He and his partners have now proposed a commercial development that lessens impact and provides the community with the last "piece of the puzzle." The proposed storage facility has residential components with the look and feel of the roof lines and the frontage business façade.

**Adam Nash** stated that the actual application is not about land use but a discussion about the setback. He noted that the applicant's position is that they are entitled to the maximum, not the minimum, commercial use. He notes that they take exception to being limited to the bottom end of commercial, but are negotiating in good faith to develop something with minimal impact to the community. He said that the setback discussion was a good opportunity to resolve the definitions issue in the setback. They could not pursue a zoning change because of the contract in place, and with 97% of the project developed it did not make sense to renegotiate the contract. He said that if they were to renegotiate the contract then that could lead to revisiting open space obligations, and everything could be up for discussion if the parties were not held to obligations.

**Adam Nash** said that the proposal is Class A storage with an office/residential look and have asked for a 10 foot setback to allow for a bermed landscape strip. He noted that the commercial has lesser setbacks than the compromise proposed. He said that there had been discussion about a buffer, and that the original plan allowed for 3 acres of development, but that has been reduced to 2.6 acres with the road acting as a buffer to separate the commercial from the residential.

**Adam Nash** stated that their intent was to be a good member of the community and produce something that is wanted by most, acknowledging that they will not be able to make everyone happy. He reiterated that the owners were fully entitled and vested for the application and pursued a site plan approval without additional limitations to the commercial zone. He expressed opposition to additional limitations stating that the conditional use permitting process is adversarial to owners and potential tenants. It was suggested that the property owners create a list of what of things that they want to do with the property and have the parties agree to it. He said that they discussed limiting things that they know that they do not want to, and acknowledged that they do not want something detrimental to the community, such as a smoke shop, check cashing business, pornography store, or adult entertainment.

**Adam Nash** said that the owners are willing to comply with the 27 foot height limitation and include a landscape plan that is of better quality than typical residential landscaping. The owners want to make the property look great and after working in plans for years are ready to use the property.

*Mayor Jim Talbot opened the public hearing at 9:59 p.m.*

**Keith Gold**, 118 Country Bend Road, noted that his comments had already been addressed by Councilmembers **Brigham Mellor** and **Brett Anderson**.

**Dave Dixon**, 1047 North 100 West, served as former Chair of the Planning Commission. He shared that the original development agreement went through many meetings for the unique development with smaller lots and townhomes looking into open space. The idea was for it all to be walkable, with retail uses for residents of this and adjoining developments. The original discussion suggested that the basic retail services would be something like a dry cleaner or a little convenience store (but not a gas station). Over time there has been less demand for retail with other development. He noted that the development agreement not defining the use is a disadvantage to the City and the developer. He reiterated that the intent was for walk-up service and storage units do not fit the intent. Storage is better suited for a warehouse area and not an office or a retail area. He suggested the need for more of a buffer from the residential area with 20 foot setbacks and denser landscaping.

**Mike George**, 38 Bonanza Road, addressed the comment by the applicant of providing a complimentary use or a piece of the puzzle. He said storage is not something anyone is seeking and that the puzzle has grown and storage is a mismatch. He expressed opposition to the proposal and use.

**Steve Sherlock**, 1371 Longhorn Drive, delivered a petition with 337 signatures of people affirming that they do not want retail on that corner. He noted that he has an additional petition that asks for the setbacks to remain at 20 feet. He echoed previous comments noting that the intended project is contrary to the look and feel of the neighborhood. He is concerned about children walking to Canyon Creek Elementary School and having to contend with increased traffic. He said that even if the storage units do not increase traffic, the retail component will. He is concerned about the traffic and trucks that would accompany a UPS store and other potential tenants.

**Jerald Taylor**, 1517 Longhorn Drive, said that he was troubled about the plan to put storage and retail on corner, even if the owner has a legal right that does not mean it is the right thing to do. The property has been vacant all of this time; if it had been developed as retail prior to now, adjoining property owners would have made different decisions. He referenced the petition not wanting retail in the area. He said that retail space would need to rely on "low dollar high volume transactions" which would mean increased traffic. With Station Park nearby and planned commercial development near the trail, the risk of retail failure is high. He expressed concern about what would then turn into blighted property in a nice residential neighborhood. He noted that his family wanted a low-key residential neighborhood and expressed regret that the realtor informed them that the corner was zoned AE, and overlooked this potential commercial property.

He said that the parties and the neighbors should work together to find a better solution. The decision will impact the neighborhood for the next ten or twenty years.

**Kimberly Burgess**, 46 Bonanza Road, shared that she was one of the first homeowners in the area and liked the strict covenants in place with the HOA. The four way stop adjacent to the proposed development is a gateway to hundreds of homes and the proposal does not feel like a good representation of the feel of the neighborhood. She noted that 8% of U.S. households utilize storage facilities, so the demand is not justified. She said that the property has not been maintained and is mowed once a season so she has little faith that the developer will live up to the promises of a property that looks good. She said that she applied for an 8 inch variance for an addition on her home, which was denied by the Planning Commission citing the setback rules. The setback for this property should be in line with residential setbacks to maintain the residential look and feel. The property will not be able to compete with Station Park. She said that as a member of the Farmington Ranches HOA she has heard nothing about the proposals or community meetings.

**Todd Magee**, 1599 Saddlehorn Circle, said that he is across the street from the property and feels that this is an incongruous development. He noted that setting aside the retail/commercial use issue, the areas around the property have large green areas and or marsh area that separates homes from Clark Lane. He said that building close to the borders is unsightly and referenced Tanner Clinic on Antelope Drive in Layton as being too close to the curb and unpleasing. He said that the property in question has not been maintained and the weeds have made it difficult for his yard to be weed-free. He expressed concern that whatever is developed would be maintained properly. He further expressed concern about noise and light pollution with the addition of a large building with minimal setbacks in the area.

**Ken Rivas**, 23 South Countryside Road, said that as a business owner he finds the permitting and development process to be frustrating and understands the need to monetize an investment. He stated that developers will push as hard as they are allowed to for variances and that the City Council needs to determine what is best for the community. Just because a plan is feasible, does not make it appropriate. He spoke in favor of a twenty foot setback.

**Ross Kesler**, 58 South 1860 West Bareback Road, mentioned the option to swap other commercial land with the owner. He suggested asking the residents what they would like in the area. He noted that when the apartment proposal came forward two homeowners sold homes. They did not want commercial in front of their family homes. He suggesting working with the owner to satisfy resident and owner needs.

**Jen Hogge**, 1722 Country Bend Road, said that she agreed with what previous citizens had expressed.

**Jeanne Sifre**, 1591 Homestead Circle, said she opposed the development.

**Monica Bell**, 1581 Saddlehorn Circle, said that she loves Farmington and the sense of community. She noted that the contract was entered into 18-20 years ago, and presented by the developer as benefit, and accepted by City. With Station Park in place, the original agreement is

no longer necessary and the understanding of 20 years ago should be weighed against commercial needs today. She cited Millcreek meeting minutes which categorized storage units in the same category as tattoo parlors. She said that west of the railway trail there is no other commercial property so this looks like spot zoning. She expressed concerns about traffic at the corner, and said that residential is the best use for the property and no storage is needed. She said the contract was redundant and unnecessary and that it was entered into 20 years ago under different circumstances and no longer applies.

**Stuart Reeder**, 1534 Spring Meadow Lane, said that he moved from Reno to Farmington, but grew up in Davis County. He said that good change is good. He said that the owner has a contractual right to build something for the betterment of the community, and this is not a betterment of the community. The 10 foot setbacks would decrease safety and cohesiveness of the neighborhood. He understands that decreased setbacks maximizes the owner's investment, but not for the betterment of the community. He referenced the Farmington City seal depicting a hand holding a scale and noted that the City leaders need to carefully hold the scale and not allow it to be tipped. He asked that the Council deny the 10 foot setbacks and stated his opposition of commercial development, unless for the betterment of the community.

**Nisa Hancock**, 317 Ironside Way, acknowledged that the contract indicates it is zoned for community commercial which she interpreted to mean something that the whole community can use like a pool or gym or something that would be consistent with the HOA. She asked if the contract did not have a time limit on when the property could be developed. She also questioned how the owner would determine what types of establishments could be in the retail space if such uses are not defined by the City.

**David Larsen**, 1481 Mare Drive, said that he regularly deals with contracts and noted that the intent of the contract is important and the term "community commercial" needs to be defined. He asked if only the buffer zone is being reviewed or the whole development. He suggested that 20 year ago the intent was for the property to be developed immediately for the benefit of those in the community. He argued that the developer did not honor the intent of the contract by not developing sooner. He stated that there is no longer a need for community commercial and if we did it is not defined. He suggested that a zone be created to stipulate what could or could not be put there for the benefit of the community.

**Jacquelyn Watson**, 1497 Citation drive, is the Greens HOA president. She said that many homeowners have been opposed to commercial property. She questioned if the 10 foot setback was approved, if the developer would ask for variances for height or other development standards. She asked the Council to look at the surrounding areas and consider the needs of the neighborhood. She suggested that a compromise may be to allow an assisted living facility, which is a commercial use, but would not impact schools. She opposed the 10 foot setback variance.

**Mayor Jim Talbot closed the public hearing at 10:39 p.m.**

**Brigham Mellor** said that he lives close to the development, but tries to make a decision considering the needs of the City as a whole and not for personal benefit. He referenced the

Mountain View PUD decision and said he approved the zoning change because it made sense from a planning perspective. The Farmington Greens property with a commercial component does not make sense from a planning perspective. He said that the City can change zoning of a property, although it is risky from a legal standpoint. He said that bad zoning is worth having a discussion about and worth fighting. **Brigham Mellor** shared his experience attending a meeting where **Adam Nash** proposed multi-family units and noted that the attitude of the property owners was that they were entitled to move forward, and that they were going to get what they wanted, and if apartments were not approved that commercial development would go in. **Brigham Mellor** said that 90% of cities do not have storage permitted in their general commercial zone. He acknowledged that when there is ambiguity of entitlement around development, it is usually decided in the developers favor. He reiterated that the City should not make a poor land use decision but should push for a more pragmatic and productive discussion.

**Brigham Mellor** stated that not all neighbors are entirely opposed to commercial development but have felt that the property owner was dismissive of their ideas. He said that the Council should do whatever it takes to hold this issue up until the right product can be in place on the property. If that is commercial, it should be commercial that works with the community and the existing retail and commercial development in the City.

**Doug Anderson** expressed agreement with what **Brigham Mellor** expressed. **Cory Ritz** said he reviewed the audio of the February 8 Planning Commission meeting and agreed that the attitude mentioned **Brigham Mellor** was demonstrated at the meeting. He said that it angered him that the owners would approach the City and the neighbors with an entitled attitude. He suggested that the commercial zoning on that corner is tantamount to bad zoning. **Cory Ritz** shared that he was on the neighborhood committee that provided input about the development and noted that at the time, commercial concept made sense as it was understood to be for the benefit of the community. He acknowledged that the questions raised during the public hearing about the delay in developing the property for twenty years is a valid one. If the corner had been completed when the housing was completed, this would be a different conversation. He discussed needing to find the highest and best use for the property which would likely be residential. He noted that **Todd Godfrey** believes that the property is encumbered with the promise of commercial zoning. **Cory Ritz** reiterated **Jerald Taylor's** point about finding a use that does not include retail, and expressed concern about the traffic on the corner where many children cross to get to school. He said that he has observed the failure of the property owners to maintain weeds and has no faith in future maintenance of the property. He stated that he does not want to grant variances to setbacks and feels it is important for the approval of the space to be vetted through the conditional use process. **Cory Ritz** agreed with **Jacquelyn Watson** that an assisted living facility could be a good fit for the neighborhood while remaining lucrative for the property owners.

**Rebecca Wayment** said that she has wondered what community or neighborhood commercial means and has long wondered what would be developed on the property. She stated that if it has to have a retail use, then the City should require conditional use permitting for the benefit of the community to require buildings that close down in the evenings, or have low-traffic impact. She said storage units do not make sense and that if setback variances are needed to make the project

work, then it is not the best use for the corner. **Rebecca Wayment** said that she understands entitlements, but the public comments, and comments from other Councilmembers suggest that storage units are not what the community wants and the City should work with the owners to find something that fits better and is a benefit to all parties.

**Brett Anderson** asked **Adam Nash** if he was part of the original execution of the development agreement or if the current owners were part of the original agreement. **Adam Nash** indicated that he was not, but that Wayne Petty has owned the property for the entire period. **Brett Anderson** said that the agreement was not consistent throughout and asked **Adam Nash** what his understanding of the word community is, as it relates to the development; was it just the surrounding houses or all neighborhoods in the whole area. **Adam Nash** said that it was a general concept, or title, and that if it had been zoned as C1 or C2 there would have been specific uses attached. **Adam Nash** said, that although it was not what the Council wanted to hear, that because the owners are entitled to commercial development, they could apply for zero setbacks as allowed in other commercial zones. **Brigham Mellor** pointed out that this is the attitude he was referencing. **Adam Nash** suggested that the City was considering a taking and wondered if they would seek condemnation, and that the owners would be prepared to fight such decisions.

**Brett Anderson** asked **Todd Godfrey** to clarify whether the Council was to consider language around zoning or contractual rights related to the property. **Todd Godfrey** said that the contractual right relates to the use, but that the parameters are unspecified in the development agreement. **Brett Anderson** listed the inconsistent terms used in the agreement which need to be defined: community commercial service, commercial support service, community support and services. He stated that he does not agree with the applicant that they are entitled to broader commercial development. **Todd Godfrey** said that at the time of the development, the design of these properties emphasized walkability with small service areas, markets, or dry cleaners, but not a broad commercial entitlement. **Brett Anderson** said that the application presupposes that the use is permitted by contract, and that the premise of the application is flawed. He is unsure of what action to take and wondered if the Council should deny the application. **Brett Anderson** summed up the discussion by stating that storage units are not a community service anticipated by the development agreement.

**Jim Talbot** said shared some of his background in real estate development. He suggested that it would be difficult to create a commercial enterprise that could compete with Station Park or the 65 acres approved to be developed within the City. He also noted that two large storage units were coming on board and that adding additional storage may not be successful. **Jim Talbot** asked about what community meetings were held. **Adam Nash** stated that two meetings were held to discuss three different scenarios. **Jim Talbot** said that he was getting the sense that the community did not feel like they were being involved in the process.

**Dave Millheim** suggested two courses of action because of the lateness of the hour. First, deny the application which could have potential legal challenges. Second, table the item to allow time for the City Attorney to review entitlement rights and case law, and take time to poll residents about what citizens want on the property. **Dave Millheim** said that not having consensus is not good for the community or the developer.

**Dave Millheim** suggested the poll would allow for the community to be heard and have input about what neighborhood services they do want which will inform the decision of the City Council. He said that the Planning Department could prepare a simple ballot which would allow services to be ranked and it could be distributed to the two HOAs in the area. A logical boundary would be determined to ensure the results were meaningful and not skewed.

***Motion:***

**Doug Anderson** moved that the City Council table the Farmington Greens PUD Master Plan Amendment to allow the City attorney to review the contract and related case law and to direct City staff to conduct a poll of residents within the Farmington Greens and Farmington Ranches HOAs for their feedback related to use of the area. **Cory Ritz** seconded the motion which was approved unanimously.

**Dave Millheim** noted that residents should watch the public notices on the City website about the poll for uses on the Farmington Greens property.

**Zone Text Amendment to Chapters 3 and 28 of the Zoning Ordinance**

David Peterson noted that the intent of the text is to use a TDR to support efforts to clean up blighted property and incentivize historic preservation. **Dave Millheim** noted that Staff had no specific applications or properties in mind with the development of this ordinance amendment, but thought that this would be a good tool for future use.

***Mayor Jim Talbot opened the public hearing at 11:23 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.***

***Motion:***

**Brett Anderson** moved that the City Council approve the ordinance as contained in the staff report as recommended by the Planning Commission amending Chapters 3 and 28 of the Zoning Ordinance, with finds for approval 1 through 3. **Brigham Mellor** seconded the motion which was approved unanimously.

**Findings for Approval**

1. The changes provide an incentive to sub-dividers to develop and improve blighted properties that otherwise may not be cleaned up.
2. The elimination of blight improves the general welfare of Farmington citizens.
3. Those owners of un-blighted properties wishing to let their holdings deteriorate in order to apply for TDRs--for purposes of blight-do in violation of the City's "demolition by neglect" provisions of the Zoning Ordinance.

**NEW BUSINESS:**

**Contractor and Contract for the 650 West Softball Complex Concrete**

**Chad Boshell** reviewed the six bids received, and noted that they were in line with unit costs. He noted that the work being contracted is the concrete between the fields, around concessions and a patio around pickleball courts.

***Motion:***

**Doug Anderson** moved that the City Council approve construction services and contract for the 650 West Park Softball Complex Concrete with Associated Brigham Contractors for the amount of \$292,985. **Rebecca Wayment** seconded the motion which was approved unanimously.

**OLD BUSINESS:**

**Financing of Remaining Park and Ball Fields**

**Dave Millheim** shared information about the financing for the completion of the regional park. The goal is to finish the park before 2018. He referenced the memo contained in the staff report noting that the park will not be completed if impact fees are not collected. It is likely that the Residences at Station Park will be completed in two phases. The City could bond for the shortfall after the first phase is completed, or could borrow from the General Fund after the first phase is paid and then be reimbursed by Park Impact fees as they are collected until fully paid. **Dave Millheim** committed to keeping the Council informed as this was a discussion only item which requires no action at this time.

**Jim Talbot** said that it was still possible that sponsorships for the park and the ball diamonds were forthcoming.

**SUMMARY ACTION:**

1. Approval of Minutes from February 20, 2018
2. Animal Control Contract with Davis County

**Rebecca Wayment** moved, with a second from **Doug Anderson**, to approve summary action item 1 through 2 as contained in the staff reports.

The motion was approved unanimously.

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Doug Anderson** clarified that the Council was looking for information related to text notifications that could be sent to citizens, on an opt-in basis, to keep them informed about public hearings and other City business. **Dave Millheim** will discuss this further with **Doug Anderson** and provide the Council with information regarding this possibility.

**Mayor Talbot & City Council Reports**

**Councilmember Cory Ritz**

**Cory Ritz** noted that a resident approached him about problems with Comcast installers and property damage. **Dave Millheim** committed to follow-up with the resident and Comcast.

**Councilmember Doug Anderson**

No updates to report.

**Councilmember Brett Anderson**

No updates to report.

**Councilmember Brigham Mellor**

**Brigham Mellor** had a request from a resident to do something in the park similar to the Green Ribbons for Nellie. **Brigham Mellor** asked **Dave Millheim** to follow-up with the resident or have Neil Miller follow-up.

**Councilmember Rebecca Wayment**

No updates to report.

**Mayor Jim Talbot**

**Jim Talbot** shared that the University of Utah has agreed to support the roundabout beautification efforts. He stated that he has signed the contract for the horse sculptures and received the contract from the University of Utah for \$125,000.

Councilmembers had no objections to the contracts moving forward.

**ADJOURNMENT**

***Motion:***

At 11:41 p.m., **Brigham Mellor** moved to adjourn the meeting.



# FARMINGTON POLICE DEPARTMENT

*Chief Wayne D. Hansen*

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: March 7, 2018

**SUBJECT: Police Department salary adjustment**

## **RECOMMENDATIONS**

Approve salary adjustment proposal

## **BACKGROUND**

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

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

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

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

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

This proposal will not affect the increases in the July 2018/2019 budget year. It is also proposed to be effective retroactively from the date of the March 31, 2018.

Respectfully Submitted

Handwritten signature of Wayne Hansen in black ink.

Wayne Hansen  
Police Chief

Review and Concur

Handwritten signature of Dave Millheim in black ink.

Dave Millheim  
City Manager

## Arbor Day Proclamation

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

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

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

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

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

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

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

### Arbor Day

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

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

Dated this 17<sup>th</sup> day of April 2018

---

H. James Talbot  
Mayor

# FARMINGTON CITY



H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 20, 2018

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

### RECOMMENDATION

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

### BACKGROUND

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

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

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

# Farmington City



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

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

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

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

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

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

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

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

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

**Section 2. Public Hearing.** The Farmington City Council will hold a public hearing on the proposed adjustment on the 5<sup>th</sup> day of June, 2018, at the hour of 7:00 p.m. at the Farmington City offices, located at 160 South Main Street, Farmington, Utah.

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Farmington City Council at Farmington City Hall, 160 South Main Street, Farmington, Utah 84025, on the 5<sup>th</sup> day of June, 2018, at the hour of 7:00 p.m. for the purpose of receiving public comment with regard to a proposal to adjust Farmington City's common boundaries with the Kaysville City in the following described areas:

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

*[Insert Legal Here]*

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

DATED this 26<sup>th</sup> day of April, 2018.

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City Manager

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 17<sup>th</sup> DAY OF APRIL, 2018.**

**FARMINGTON CITY**

**ATTEST:**

\_\_\_\_\_  
City Recorder

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

March 7, 2018

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

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

Mr. Peterson

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

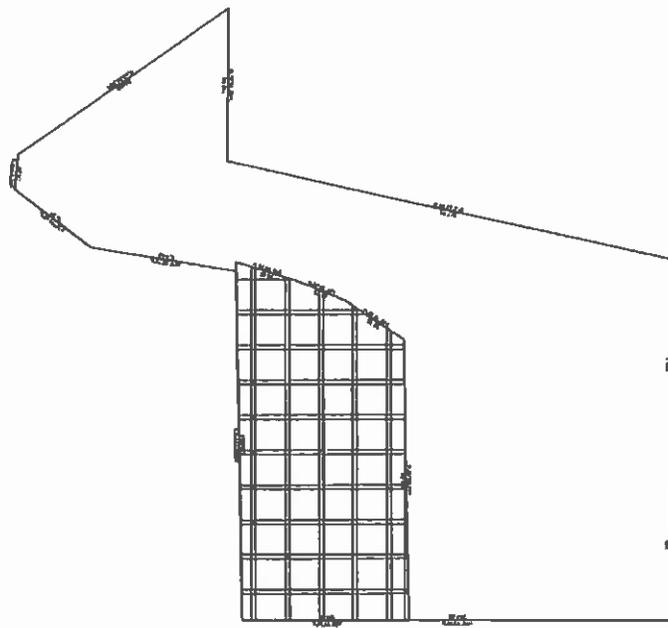
During the planning commission meeting with Farmington City, the issues of garbage collection, plowing and other services were discussed. This prompted a discussion on annexing this lot into Kaysville and de-annexing from Farmington. The proposed annexed lot has 124 feet of frontage along 350 and has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

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

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



Ken Stuart



350 East Knoxville - 2000 West Farrington

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# EXHIBIT B

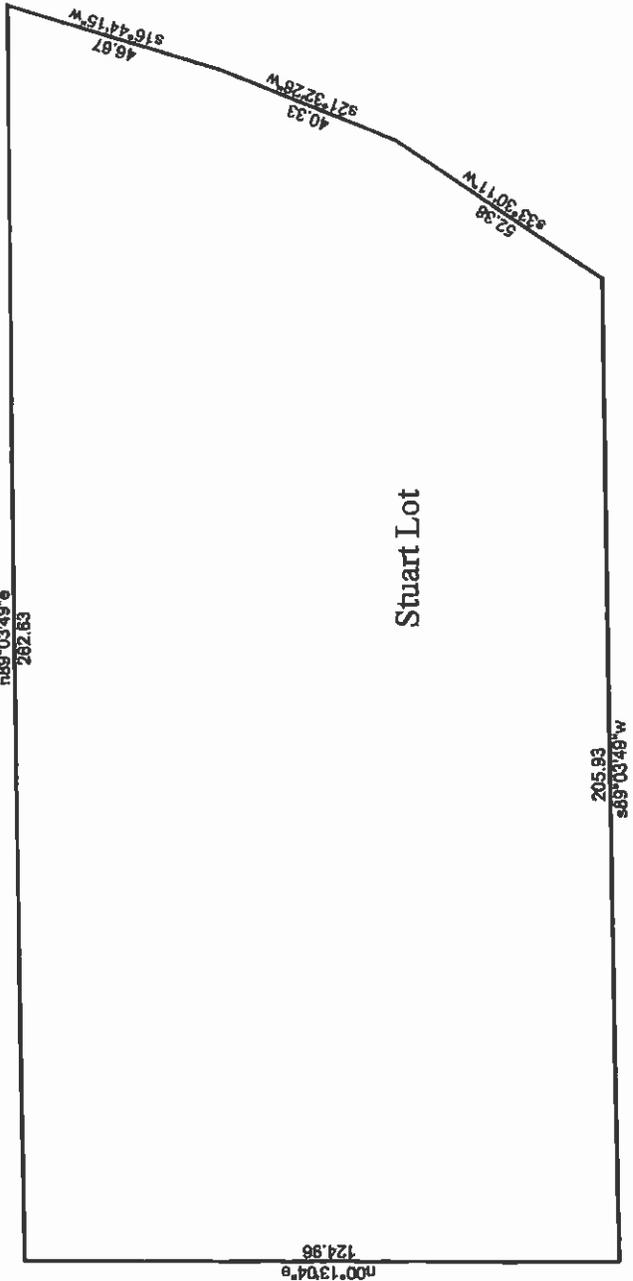
A LEGAL DESCRIPTION FOR

STUART LOT

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

CONTAINS 29,920.49 SQ/FT OR 0.69 ACRES





Stuart Lot

350 East Kaysville

3/7/2018	
Scale: 1 inch= 37 feet	File:
Tract 1: 0.6869 Acres (29920 Sq. Feet), Closure: s69.1343w 0.01 ft. (1/109428), Perimeter=733 ft.	



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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: April 17, 2018

SUBJECT: **BROWNSTONE SUBDIVISION FINAL PUD MASTER PLAN**  
Applicant: **Alan Cottle**

### RECOMMENDATION

Move that the City Council approve the final PUD master plan for the Brownstone PUD Subdivision, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant shall enter into a development agreement memorializing the approved master plan prior to or concurrent with final plat;
2. All driveways must meet the 14% slope requirement as set forth in Section 11-32-060(A)(4), and compliance must be demonstrated for each driveway prior to or concurrent with final plat consideration.

### Findings for Approval:

1. The proposed plans meet the requirements of the subdivision and zoning ordinances of a BR (PUD) zone.
2. The proposed development is an in-fill project and allows the property owner the highest and best use of his property.
3. The HOA is intended to maintain the common areas of the project.
4. The proposed plans are consistent with the General Plan.
5. The attached landscape plan is of a high design quality and meets the standards set forth in Section 11-27-070.
6. The attached elevations are of a high design quality and meet the standards set forth in Section 11-27-070.
7. The proposed project is removed from the road and set amidst high intensity uses such as the Monte Vista School, the Davis School District Administration Buildings, and commercial uses like the Chevron Gas Station, the Rock Hotel Dental Offices, etc.

### BACKGROUND

The applicant desires to develop 1 acre of property located in the southern portion of the triangle between State Street, 200 East, and SR106. The proposed Brownstone Subdivision has 14 townhomes

consisting of two groups of 4 and one group of 6. The main spine road through the proposed development goes from 200 East to 185 East (SR106), and makes an “S” shape. In Section 11-15-040(B) of the Zoning Ordinance, which regulates the BR zone, it states the following: “*B. Lot size, dimensions, setbacks, maximum height of buildings and related provisions for multiple-family residential uses in the BR Zone shall comply with standards specified in chapter 13 of this title.*” For multi-family residential developments such as the proposed subdivision, the underlying BR zone defers to the Multi-family Residential Zone, covered in Chapter 13. Section 11-13-030 allows for a density of 15 units per acre in the R-8 zone, and this application is proposing 14 units on 1 acre of property, and therefore meets the minimum density standard of the BR zone. However, Section 11-13-030 requires that dwelling units with between 5-8 family dwellings must go through a conditional use. The proposed subdivision is proposing to do 14 lots, but in order to do the lots, the applicant is proposing a PUD, which allows for deviations of the standards of the underlying zones, as long as the requested densities do not exceed the threshold set by a yield plan. In this case, the yield is 15 units per acre, therefore, the applicant is allowed to do a PUD. The PUD is also requesting a deviation of the side setbacks to a zero setback, as each “lot” will accommodate an entire individual attached unit as part of the lot, with a shared property line in the middle of a shared wall, and the units will be for sale. The developer will set aside all remaining property not included in lots as common area to be maintained by an HOA.

As part of the PUD master plan, the applicant is required to provide a landscape plan and elevations of the homes, which are attached for your review. Section 11-27-120(H) of the Zoning Ordinance states the following:

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

Because this application for PUD is not seeking for an increase in density, the open space requirement does not have to be met. However, the applicant is proposing that the majority of the property not occupied by building lots be common area, maintained by an HOA and regulated by CC&Rs. Additionally, the proposed Straatman Lane is private and will also have to be maintained and managed by the HOA.

The Planning Commission recommended approval of the preliminary PUD master plan and schematic plan in November of 2017, and the City Council approved the application in December; both the preliminary plat and final PUD master plan conform to those approved plans. At their **March 22, 2018** meeting, the Planning Commission approved the preliminary plat and recommended that the City Council approve the final PUD master plan with little discussion.

#### Supplemental Information

1. Vicinity Map
2. Final PUD Master Plan
3. Landscape Plan
4. Elevations

#### Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 13 – Multiple Family Residential Zones
4. Title 11, Chapter 15 – Business Residential Zone

5. Title 11, Chapter 27 – Planned Unit Developments (PUD)

Respectfully Submitted



Eric Anderson  
City Planner

Concur



Dave Millheim  
City Manager



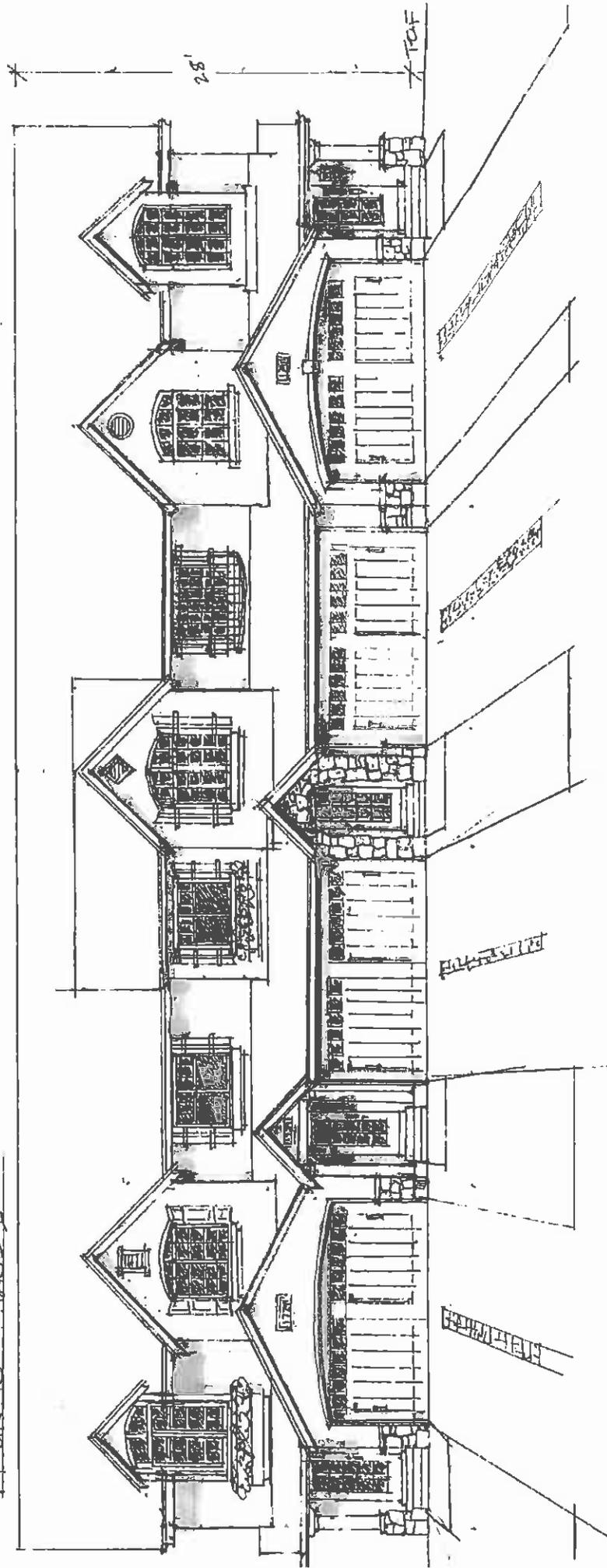




FARMINGTON, BROWN STONES  
COTTAGE - 801.809.2327  
14 UNITS - PHASE 1

200 EAST MAIN STREET  
FARMINGTON, UTAH

ROUGH SKETCH - FRONT ELEVATION  
STONE AND SIDING





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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Ray White, Interim Public Works Director  
Date: March 23, 2018  
**SUBJECT: SURPLUS PROPERTY – MISC. EQUIPMENT**

### RECOMMENDATION

Request that the City Council declare the following equipment as surplus and allow us to sell it.

### BACKGROUND

3 Western 8' Snow Plows  
2 Western Plastic Salt Spreaders  
2 Western Steel Salt Spreaders  
1 Curtis Salt Spreader

We recommend that this equipment be sold because we do not use them anymore.

Respectfully Submitted,

Ray White  
Interim Public Works Director

Review and Concur

Keith Johnson  
Assistant City Manager



# F A R M I N G T O N   C I T Y

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To:           Honorable Mayor and City Council  
From:         Ray White, Interim Public Works Director  
Date:         March 23, 2018  
SUBJECT:    **SURPLUS PROPERTY - TRUCKS**

### RECOMMENDATION

Request that the City Council declare the following vehicle as surplus and allow us to sell it.

### BACKGROUND

Unit # 402     1992 GMC 6 Wheel Heavy Truck     VIN # 1GDM7H1J3NJ500010

We recommend that this vehicle be sold due to it's age and it is not cost effective to make the needed repairs.

Unit # 303     1988 GMC Bucket Truck     VIN # 1GDHV34N1JJ502020

We recommend that this vehicle be sold because we cannot get parts and it is unsafe to operate.

Respectfully Submitted,

Ray White  
Interim Public Works Director

Review and Concur

Keith Johnson  
Assistant City Manager

City Council Staff Report

To: Mayor and City Council

From: Ron Robinson

Date: 4/5/18

SUBJECT: **Appointment of nominees, Brandon Harrop and Rhonda Mills to Trails Committee.**

**RECOMMENDATION**

Ron Robinson requests the City Council to approve the nominations for Brandon Harrop seat #7. Rhonda Mills seat #6.

**BACKGROUND**

Brandon Harrop lives in Farmington with a young family. He is the Creative Director for Teton Sports. He also has started a non-profit organization that encourages outside activities. Rhonda Mills lives in Farmington with her family. She has been very active on Farmington Trails and a very outgoing individual.

Respectfully Submitted  
Ron Robinson  
Trail Committee Chairman

Review & Concur



Holly Gadd  
City Recorder

Dave Millheim  
City Manager

## CITY COUNCIL AGENDA

For Council Meeting:  
April 17, 2018

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

1. Police Monthly Activity Report for January – March
2. Fire Monthly Activity Report for February
3. Executive Summary for Planning Commission held March 8, 2018
4. Building Activity Report for February
5. Station Park West Traffic Assessment
6. Special Use Permits – Woodland Park

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





# Farmington City Police Department

## 2018 - Summary Cont.

		AVG	YTD
Cases		210.67	632
Reports	Officer	87.33	262
	Crime	93.00	279
	Accident	30.33	91
	Supp	44.67	134
Citations	Total	138.67	416
	Traffic	87.67	263
	Speed	37.00	111
	Parking	6.67	20
	Other	7.33	22
Activities	Total	2766.67	8300
	Hours	854.00	2562
	Avg/Act	4.64	55.73
Investigations	Working	77	
	# Reports	27	80



Holly Gadd <hgadd@farmington.utah.gov>

## March stats

1 message

Wayne Hansen <whansen@farmington.utah.gov>

To: Holly Gadd <hgadd@farmington.utah.gov>, Dave Millheim <dmillheim@farmington.utah.gov>  
Wed, Apr 11, 2018 at 3:31 PM

During the month of March we taught 23 DARE classes, and did presentations at Canyon Creek Elementary and two preschools. We also did an active shooter training for Ascent Academy and their staff.

During a traffic stop Officer Horne developed information that led to a search warrant on a home where drug distribution was occurring. During execution of the warrant we found and processed evidence that will support prosecution of the homeowner and an associate for charges of drug distribution and other drug related charges.

Our detectives responded to Centerville as part of the county wide Child Abduction Response Team and assisted in quickly resolving a missing child case.

We are also investigating 9 cases of credit fraud that occurred with several of our retail outlets.

Officer Bybee stopped a vehicle on March 14th. During the stop he found a large amount of marijuana and liquid THC as well as \$17,000.00 in cash. This case has been turned over to our Metro Narcotics unit for further investigation.

--

Wayne Hansen  
Police Chief  
Farmington City Police Department  
Office-801-939-9230  
Fax-801-451-0839



# Farmington City Fire Department

## Monthly Activity Report



### February 2018



#### Emergency Services

**Fire / Rescue Related Calls:** **20**  
*All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc.*

**Ambulance / EMS Related Calls:** **80 / Transported 77 (96%)**  
*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.*

**Calls Missed / Unable to Adequately Staff:** **3 (3%)**

#### On-Duty Crew / Shift Dynamic Data / February 1<sup>st</sup> – 28<sup>th</sup>

**Emergent / On-Scene Hours / Month Total:** **28.9 Hrs. (Approximate 115 Man Hours)**

**EMS Transport / Turn-Around Hours / Month Total:** **154 Hrs. (Approximate 308 Man Hours)**

**Urgent EMS Related Response Times (AVG):** **5.29 Min/Sec** GOAL 5 minutes or less **(+0.29)**

**Urgent Fire Related Response Times (AVG):** **7.04 Min/Sec** GOAL 5 minutes or less **(+2.04)**

#### Part-Time Man-Hours (based on the following 28-day / Two Pay Periods Feb 2<sup>nd</sup> and Feb 16<sup>th</sup>)

<b>Part-Time Shift Staffing:</b>	<b>1,334</b>	<b>Budgeted 1,344</b>	<b>Variance + 0</b>
<b>Part-Time Secretary:</b>	<b>100</b>	<b>Budgeted 100</b>	<b>Variance + 0</b>
<b>Part-Time Fire Marshal:</b>	<b>80</b>	<b>Budgeted 80</b>	<b>Variance + 0</b>
<b>Part-Time Fire Inspector</b>	<b>16</b>	<b>Budgeted 75</b>	<b>Variance - 59</b>
<b>Full-Time Captains x3 &amp; Engineers x2:</b>	<b>N/A</b>	<b>48/96 Hour Schedule</b>	<b>Overtime + 24</b>
<b>Full-Time Fire Chief:</b>	<b>N/A</b>	<b>Salary Exempt</b>	
<b>Training &amp; Drills:</b>	<b>112</b>	<b>1731 (YTD)</b>	
<b>Emergency Callbacks:</b>	<b>39.5</b>	<b>FIRE 12 Hrs. / EMS 27.5 Hrs. (YTD)</b>	<b>1,368.5</b>
<b>Special Event Hours:</b>	<b>0</b>	<b>98.5 (YTD)</b>	
<b>Total PT Staffing Hours:</b>	<b>1661</b>	<b>27,733 (YTD)</b>	



**Additional Narrative:**

*Emergent response times averaged 5 minutes for EMS incidents and 7 minutes for Fire incidents. Once again, the very mild weather is contributing to a reduced traumatic call volume on the roadways. Three 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). 92% of all Ambulance calls resulted in transporting patients to local hospitals. This is unusually high; however, demonstrates the unpredictability of EMS dynamics. Collections of Ambulance & Transport revenues continue with little predictability due to collection & mandated billing variables. FFD is in the process of filling several openings with part-time personnel. These new hires will each complete a 50-hour in-house training program to ensure they are ready to meet FFD performance expectations. Our open full-time “Engineer” position was awarded to Mr. Todd Smith who currently serves as our part-time Fire Marshal. Todd will continue cover Fire Marshal duties while we pursue a new part-time Fire Marshal. Mr. Andrew Lutz was awarded the position of part-time Fire Inspector and will complete in-service training in March. Andrew comes to us from the Weber County Fire District as a career member and brings great talent to the FFD team.*

*Department training encompassed a variety of Fire & EMS topics to include: Aerial Operation, Geriatric Care, Pump Operations, Advanced Airway Practices and Petrogen Cutting Torch Operations. FFD personnel also completed AHA Advanced Cardiac Life Support (ACLS) renewal training. Each of our Shift Captains have now completed a “Company Fire Inspector” program designed to provide consistency for business inspections. Our goal is to have our on-duty crews participate in business inspections throughout Farmington. This will aid the part-time Fire Marshal and part-time Fire Inspector, while ensuring business pre-plans are being maintained. Pre-plans are a critical component during emergency operations within and around large facilities.*

*As stated in January’s report and as we draw closer to our budget preparation process, FFD in addition to multiple departments within the county have identified the need to replace Self Contained Breathing Apparatuses (SCBA’s). These SCBA’s enable FF’s to engage in life saving operations within Immediate Danger to Life and Health (IDLH) environments. These OSHA, NIOSH and NFPA rated critical devices are typically limited to a 15-year life span. Multiple departments have already upgraded, or are in the process of upgrading. FFD has intentionally held off until the end of the SCBA’s rated life capacity in an effort to maximize investment return. FY2019 appears to be the year we can maximize costs savings by joining other departments with their respective upgrades.*

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

Guido Smith  
Fire Chief



**- PRIDE IN FARMINGTON -**

**Proud Protectors of Your Life and Property - Since 1907**





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

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
BRIGHAM MELLOR  
CORY RITZ  
REBECCA WAYMENT  
CITY COUNCIL  
DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson – City Planner  
Date: March 20, 2018  
SUBJECT: EXECUTIVE SUMMARY – PLANNING COMMISSION – MARCH 8, 2018

### RECOMMENDATION

No action required.

### BACKGROUND

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

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

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

*Vote: 5-0*

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

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

*Vote: 5-0*

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

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

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

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

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

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

*Vote: 5-0*

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

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

*Vote: 5-0*

Respectfully Submitted



Eric Anderson  
City Planner

Review & Concur



Dave Millheim  
City Manager

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



9980 SOUTH 300 WEST STE. #200  
SANDY, UT 84070  
PHONE: 801-456-3847  
FAX: 801-618-4157

## TECHNICAL MEMORANDUM

**DATE:** 3/21/2018  
**TO:** Dave Millheim – Farmington City Manager  
**FROM:** Timothy Taylor, PE, PTOE  
**RE:** **Station Park West Traffic Engineering Issues Assessment**

---

Over the past nine years, the implementation of transportation improvements recommended and anticipated in Farmington City's 2009 Master Transportation Plan have appropriately accommodated the new growth and development that has taken place in on the west side of Farmington.

Some of these improvements include the reconstruction of Park Lane and 1100 West, the construction of Station Parkway, and capacity and signing improvements at the Park Lane interchanges with I-15, Legacy Highway, and US-89.

With construction of this area's next retail development, Station Park West, questions have arisen regarding specific traffic engineering issues. The purpose of this memorandum is to present these issues and provide information to assist in answering the questions.

Issues addressed include:

- Need and timing for construction of a raised median on Park Lane from 1100 West to Station Parkway.
- Feasibility of a traffic signal at the intersection of Park Lane/Cabelas Drive/University Avenue.
- Proposed access spacing locations/configurations associated with the extension of 1100 West, north of Park Lane.
- Operational capacity of the Station Parkway/Cabelas Drive/Grand Avenue traffic signal.

### **Park Lane Raised Median**

To accommodate the growth and maintain the smooth flow of traffic on Park Lane, construction of a raised median island is essential between 1100 West and Station Parkway.

The purpose of raised medians is to reduce the number of conflict points on a roadway. Anytime vehicle pathways cross, a conflict point is created. As conflict points increase, traffic slows, and crashes increase. Raised medians reduce conflict points by directing turning vehicles to specific locations along the roadway, resulting in fewer distractions for drivers. By reducing conflict points, raised medians provide drivers with a safer and more predictable experience.

The Cabelas Drive/University Avenue intersection currently provides for all turning movements (left-in, left-out, right-in, right-out) resulting in a relatively high number of conflict points. However, this intersection easily accommodates the traffic associated with the initial phases of adjacent development (Cabela's and University of Utah hospital). The volume of through traffic on Park Lane is still low enough to provide acceptable breaks in the traffic flow allowing for safe turning movements from the side streets.

Since this intersection opened, there have been only two intersection related crashes. The first occurred in August 2016 and involved a UTA bus turning left from Park Lane onto University Avenue that collided with an oncoming car (no injuries). The other was in January 2018 and involved a car traveling across Park Lane from University Avenue that collided with a vehicle traveling west on Park Lane (no injuries).

As additional development continues, the volume of through traffic on Park Lane and turning traffic on the side streets will increase to a point that acceptable breaks in the traffic stream will no longer be available. The combination of the high number of conflict points and higher traffic volumes will slow the traffic flow on Park Lane, increase congestion on the side streets, require motorists to take greater risks when turning left, and increase crashes. This would be true for any other potential driveway access points along Park Lane.

**Figure 1** depicts three recommended phases of construction for the Park Lane raised median. A phased plan allows for some flexibility in maintaining certain turning movements for as long as possible. The determination to move forward with additional phases would be based on traffic engineering studies performed by the City that consider both safety and traffic operations.

Phase I would accommodate left-turns from Park Lane onto Cabelas Drive and University Avenue, as well as right-turns to and from the both side streets. Only left-turns from the side streets onto Park Lane would be restricted. All other driveway access location on Park Lane would be limited to right-in/right-out only.

Phase II would accommodate left-turns from Park Lane only onto University Avenue. All other movements would be limited to right-in/right-out only.

Phase III would restrict all turning movements on this section of Park Lane to right-in/right only.



**Figure 1: Park Lane Raised Median Construction Phasing**

We recommend that Phase I of the raised median be constructed as a part of or immediately following completion of the Station Park West development. Phases II and III would be implemented based on regular monitoring of the traffic operations and safety conditions along Park Lane.

### **Park Lane/Cabelas Drive/University Avenue Traffic Signal Feasibility**

Traffic signals regulate traffic flow and preserve capacity, especially along arterial routes. The City's standard spacing for arterial traffic signals is one half-mile (2,640 feet). This is approximately the distance between the I-15/Legacy Highway Ramp intersection and 1100 West. To allow flexibility to address unique conditions, a minimum spacing of at least one-quarter mile should always be maintained. This is approximately the distance between Station Parkway and 1100 West.

When traffic signal spacing falls below one-quarter mile (1,000 feet), it is nearly impossible to maintain smooth and efficient traffic flow along the roadway. Traffic capacity and travel speeds decrease, delay increases, and queueing often backs into adjacent intersections. It is also difficult to provide progression, at reasonable speeds, unless traffic volumes (side street and through traffic) are very low.

If a traffic signal were to be installed at this location, Park Lane would be unable to accommodate the future traffic volumes projected in the City's Master Transportation Plan.

### **1100 West Extension Access Spacing Plan**

The City's Master Transportation Plan includes the extension of 1100 West north of Park Lane as a crucial element of the City's overall transportation network. This arterial corridor will serve as the primary north/south connection west of I-15.

Access spacing standards for this section of 1100 West were established in a June 6, 2011 Park Lake Extension/Realignment Options and Access Spacing Assessment Technical Memorandum (See attached). The specific standards are presented in Figure 2 of that memorandum.

### **Station Parkway/Cabelas Drive/Grand Avenue Traffic Signal Capacity**

We performed a traffic operations analysis of the Station Parkway/Cabelas Drive/Grand Avenue intersection to determine the intersections ability to accommodate additional traffic.

Traffic counts were conducted on March 14, 2018 during the AM and PM peak hours.

Our analysis used Synchro/SimTraffic software and showed that all intersection movements currently operate with little delay or queuing and can easily accommodate additional traffic from surrounding developments (Station Park West) without any significant change to the operations or queuing.

### **Conclusions and Recommendations**

#### ***Need and timing for construction of a raised median on Park Lane from 1100 West to Station Parkway***

We recommend that Phase I of the raised median on Park Lane be constructed as a part of or immediately following completion of the Station Park West development. Phases II and III would be implemented based on regular monitoring of the traffic operations and safety conditions along Park Lane.

#### ***Feasibility of a traffic signal at the intersection of Park Lane/Cabelas Drive/University Avenue***

If a traffic signal were to be installed at this location, Park Lane would be unable to accommodate the future traffic volumes projected in the City's Master Transportation Plan.

***Proposed access locations/configurations associated with the extension of 1100 West, north of Park Lane***

Access spacing standards for this section of 1100 West were established in a June 6, 2011 Park Lake Extension/Realignment Options and Access Spacing Assessment Technical Memorandum (See attached). The specific standards are presented in Figure 2 of that memorandum.

***Operational capacity of the Station Parkway/Cabelas Drive/Grand Avenue traffic signal***

Our analysis used Synchro/SimTraffic software and showed that all intersection movements currently operate with little delay or queuing and can easily accommodate additional traffic from surrounding developments (Station Park West) without any significant change to the operations or queuing.



9980 SOUTH 300 WEST STE. #200  
SANDY, UT 84070  
PHONE: 801-456-3847  
FAX: 801-618-4157

## TECHNICAL MEMORANDUM

**DATE:** 6/08/2011  
**TO:** Dave Millheim – Farmington City Manager  
**FROM:** Tim Taylor, PE, PTOE  
**RE:** **PARK LANE EXTENSION/REALIGNMENT OPTIONS AND ACCESS SPACING ASSESSMENT**

---

### Executive Summary

The purpose of this memorandum is to present our assessment recommendations regarding 1) the two Park Lane extension/realignment options, and 2) access spacing standards for Park Lane, Clarke Lane and 1100 North in the vicinity of the extension/realignment.

Based on our assessment of the two Park Lane extension/Realignment options and considering only traffic engineering and operations issues, we favor the option depicted in EX-001 based on the angle of the 1100 West connection with the Clarke Lane roundabout and the slightly greater segment length this option provides between Clarke Lane and Park Lane.

Regarding access location and spacing, UDOT will not permit an additional signalized intersection on Park Lane without the realignment. We recommend that the City utilize the scenario depicted in Figure 3 to guide short (1 to 5 years) to medium term (6-10 years) planning efforts. This includes a minimum access spacing distance of 330' on Clarke Lane east of the proposed Clarke Lane/1100 West roundabout. We also recommend that the City exercise its option to evaluate all access requests on a case-by-case basis as development plans are submitted and approved.

---

### Introduction

The purpose of this memorandum is to present the recommendations of our assessment of 1) the two Park Lane extension/realignment options, and 2) access spacing standards for Park Lane, Clarke Lane and 1100 North in the vicinity of the extension/realignment.

### Background

The Farmington City 2009 Master Transportation Plan Addendum (2009 Addendum) includes a provision for the future realignment/extension of Park Lane to provide a continuous east/west connection between 1525 West and I-15. Exhibits in the 2009 Addendum depicting the realignment/extension of Park Lane are conceptual in nature (Refer to 2009 Addendum Figure 5-2). As such, the City is working with adjacent land owners to more precisely define the

alignment, associated intersection and access locations, and right-of-way needs for the future improvement.

The City is currently considering two specific Park Lane realignment/extension concepts (See attached EX-001 and EX-002). The primary difference between the two options is the location of the proposed Park Lane/1100 West intersection. Exhibit EX-001 places the intersection entirely on property owned by Station Park CenterCal, LLC. Exhibit EX-002 places half of the intersection on property owned by the Evans family and half on Station Park CenterCal, LLC property.

Access location and spacing conditions associated with the Park Lane realignment/extension were initially assessed as a part of the early discussions with the adjoining property owners. Figures 1 and 2 depict concept access spacing for existing and future conditions based on the typical access management standards set forth in Tables 8-2 & 8-3 of the City's 2005 Master Transportation Plan Update (2005 MTP Update). Figure 3 depicts *probable* access conditions based on access standards and current development plans.

### **Park Lane Realignment/Extension Options**

Looking only at the traffic operations of the proposed Park Lane/1100 West intersection, there is no difference between the two options. Both will operate with the same capacity, lane configuration, traffic signal phasing, etc. Similarly, both options equally meet the overall objective of the Park Lane realignment/extension project to provide a continuous north/south roadway west of I-15 that improves access/accessibility within the City and to adjacent properties while accommodating future traffic demands and patterns.

The only differences between the two options are fairly minor and relate to:

- 1) Spacing between the Park Lane/Station Parkway intersection
- 2) Potential Park Lane access location and spacing options
- 3) Traffic operations relationship with the Clarke Lane/1100 West intersection

#### ***Spacing between the Park Lane/Station Parkway Intersection***

Both options locate the Park Lane/1100 West intersection approximately ¼ mile (1,320 ft) from the Park Lane/Station Parkway intersection. ¼ mile spacing is the recommended minimum signal spacing per the 2005 MTP Update. By providing at least ¼ mile spacing between traffic signals, we are better able to ensure efficient traffic flow and operations on Park Lane. The option depicted in EX-001 locates the Park Lane/1100 West intersection approximately 150 feet closer to the Park Lane/Station Parkway intersection and slightly reduces the overall traffic signal spacing distance.

#### ***Potential Park Lane Access Location and Spacing Options***

Both options should be able to accommodate the concept and probable future access conditions depicted in Figures 2 and 3. However, the reduced distance between the Park Lane/1100 West and Park Lane/Station Parkway intersections associated with the EX-001 option will affect the location and spacing of potential Park Lane access points.

#### ***Traffic Operations Relationship with the Clarke Lane/1100 West Intersection***

Both options should provide a workable connection to the Clarke Lane/1100 West roundabout intersection. The connection option depicted in EX-001 will likely operate slightly more efficiently than the EX-002 option due to the difference in the connection angle/location at the

Clarke Lane roundabout. The slightly greater length of the EX-001 option connection (approx. 100 ft) will also accommodate additional queuing between the intersections.

**Access Spacing Standards for Park Lane, Clarke Lane and 1100 West**

Access spacing standards are presented in Tables 8-2 & 8-3 of the City's 2005 Master Transportation Plan Update (2005 MTP Update). These standards were used to develop the scenarios presented in Figures 1 and 2. Figure 3 depicts *probable* access conditions based on access standards and current development plans. It is important to note that the City has the option to review access conditions on a case by case basis. The City's engineering judgment can override the recommended access spacing dimensions.

***Concept Access Spacing – Existing Conditions (Figure 1)***

Access to Park Lane is currently controlled by UDOT. Past attempts to gain access to Park Lane between the Park Lane/Station Parkway and Clarke Lane/1100 West signalized intersections have been met with significant resistance. At best, UDOT would likely agree to an unsignalized full movement intersection (stop signs on the minor approaches to Park Lane) that, over time, would become right-in/right-out only accesses (via construction of a raised median on Park Lane). UDOT will not permit an additional signalized intersection on Park Lane without the realignment.

Access to Clarke Lane west of 1100 West would be limited to right-in/right-out at a spacing of approximately 200 feet with a full movement access located a minimum of 660 feet west of 1100 West. East of 1100 West, right-in/right out access could be provided at a spacing of 330 feet with a full movement access located a minimum of 660 feet to the east.

***Concept Access Spacing – Future Conditions (Figure 2)***

The Park Lane access spacing conditions depicted in this exhibit assume that Park Lane is under the jurisdiction of the City. East of the new Park Lane/1100 West intersection, right-in/right-out access would be provided at 330 foot intervals with a full movement access located half way between the two traffic signals (at 660 feet). West of the new Park Lane/1100 West intersection, right-in/right-out access would be provided at 200 foot intervals with a full movement access a minimum of 660 feet to the west.

Clarke Lane west of 1100 West will likely become a local access drive to adjacent development. East of 1100 West, right-in/right out access could be provided at a spacing of 330 feet with a full movement access located a minimum of 660 feet to the east.

Due to the short length of 1100 West between Park Lane and Clarke Lane, we recommend that access to adjacent properties NOT be permitted along this segment. This will help ensure adequate queuing and maneuvering distances for motorists. North of Park Lane, right-in/right out access to 1100 West could be provided at a spacing of 330 feet with full movement access located a minimum of 660 feet north of Park Lane and a potential signalized intersection ¼ mile north of Park Lane.

***Probable Access Spacing – Future Conditions (Figure 3)***

This scenario depicts the *probable* access spacing conditions based on the standards and current development patterns. The Park Lane access spacing conditions depicted in this exhibit also assume that Park Lane is under the jurisdiction of the City. Due to the anticipated high volume of traffic on Park Lane east of the new Park Lane/1100 West intersection, right-in/right-out access would likely be permitted at 440 foot intervals with no provisions for a full movement

access. West of the new Park Lane/1100 West intersection, right-in/right-out access would be provided at 330 foot intervals with a full movement access a minimum of 660 feet to the west.

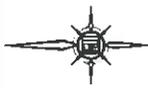
Access conditions on Clarke Lane east of 1100 West will likely accommodate the potential for a signalized full movement intersection at the planned westernmost Station Park access and a full movement unsignalized access half way between 1100 West and the Station Park intersection. The specifics of both accesses will depend largely on the amount of traffic generated by adjacent development activity north and south of Clarke Lane.

Due to the short length of 1100 West between Park Lane and Clarke Lane, we recommend that access to adjacent properties NOT be permitted along this segment. This will help ensure adequate queuing and maneuvering distances for motorists. North of Park Lane, right-in/right out access to 1100 West could be provided at a spacing of 330 feet with full movement access located a minimum of 660 feet north of Park Lane and a potential signalized intersection ¼ mile north of Park Lane.

### **Findings and Recommendations**

Based on our assessment of the two Park Lane extension/Realignment options and considering only traffic engineering and operations issues, we favor the option depicted in EX-001 based on the angle of the 1100 West connection with the Clarke Lane roundabout and the slightly greater segment length this option provides between Clarke Lane and Park Lane.

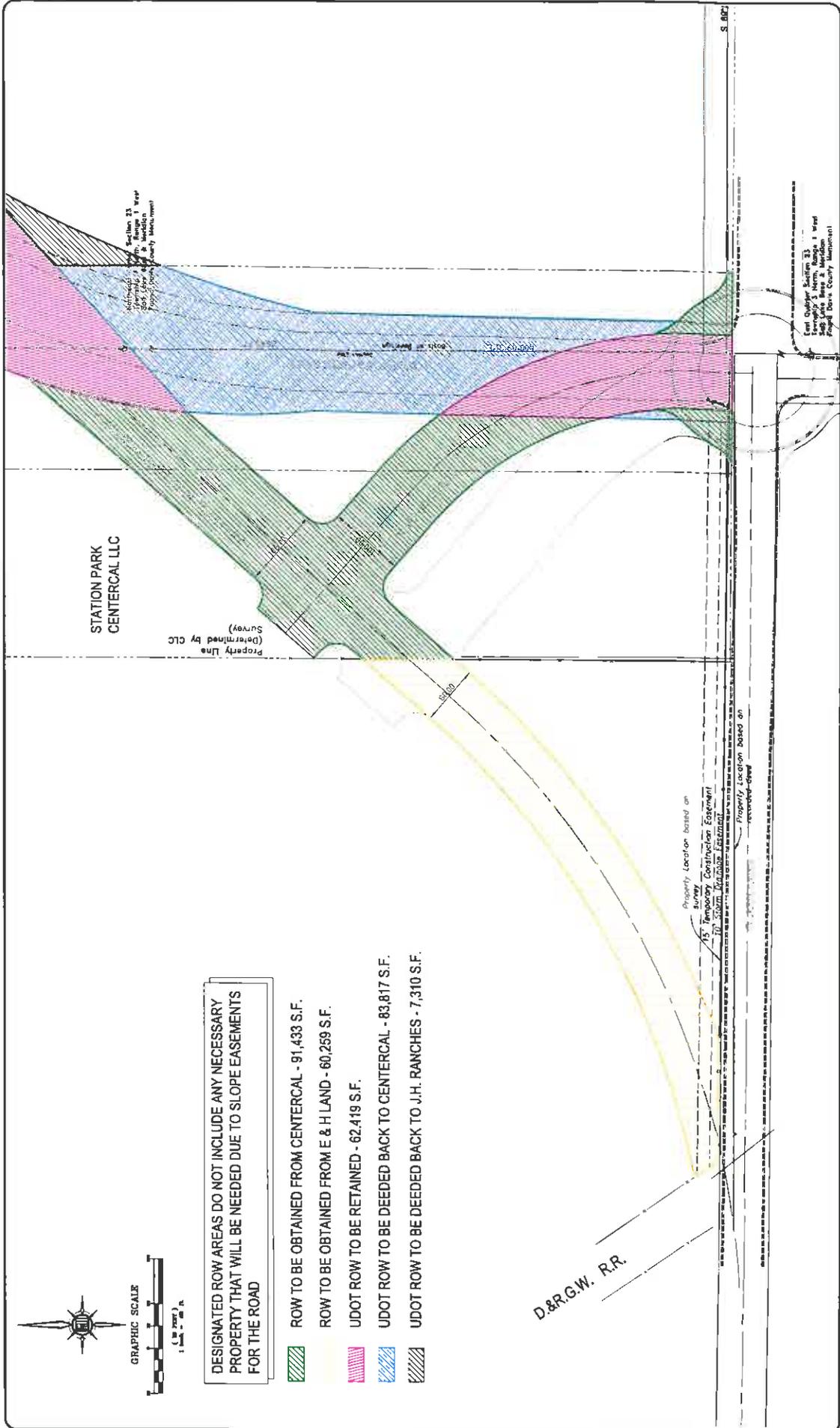
Regarding access location and spacing, UDOT will not permit an additional signalized intersection on Park Lane without the realignment. We recommend that the City utilize the scenario depicted in Figure 3 to guide short (1 to 5 years) to medium term (6-10 years) planning efforts. This includes a minimum access spacing distance of 330' on Clarke Lane east of the proposed Clarke Lane/1100 West roundabout. We also recommend that the City exercise its option to evaluate all access requests on a case-by-case basis as development plans are submitted and approved.



GRAPHIC SCALE  
1" = 200' ±

DESIGNATED ROW AREAS DO NOT INCLUDE ANY NECESSARY PROPERTY THAT WILL BE NEEDED DUE TO SLOPE EASEMENTS FOR THE ROAD

- ROW TO BE OBTAINED FROM CENTRAL - 91,433 S.F.
- ROW TO BE OBTAINED FROM E & H LAND - 60,259 S.F.
- UDOT ROW TO BE RETAINED - 62,419 S.F.
- UDOT ROW TO BE DEEDED BACK TO CENTRAL - 83,817 S.F.
- UDOT ROW TO BE DEEDED BACK TO J.H. RANCHES - 7,310 S.F.



STATION PARK CENTRAL LLC

Property Line (Determined by CLC Survey)

Section 33  
Survey of 3.27 Acres, Range 1 West  
County of Davis, Utah

Section 33  
Survey of 3.27 Acres, Range 1 West  
County of Davis, Utah

D.R.G.W. R.R.

Property Location based on  
Survey  
15' Temporary Construction Easement  
To Storm Drainage Easement

Property Location based on  
Survey

East Quarter Section 33  
Survey of 3.27 Acres, Range 1 West  
County of Davis, Utah

08159C

1 1

**EX-001**

PRELIMINARY  
NOT FOR  
CONSTRUCTION

UTAH

FARMINGTON

FARMINGTON CITY  
**PROPOSED PARK LANE EXTENSION**  
DRAFT EXHIBIT MAY 26, 2011

SALT LAKE CITY OFFICE:  
200 EAST 200 S. S. B.  
SALT LAKE CITY, UT 84143  
Tel: 801.468.4000  
Fax: 801.468.4070  
www.caldwellsorenson.com

**CALDWELL  
RICHARDS  
SORENSEN**  
ANSWERS TO INFRASTRUCTURE

DATE: 05/27/11

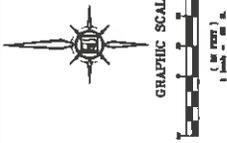
BY: [Signature]

PROJECT: [Signature]

SCALE: AS SHOWN

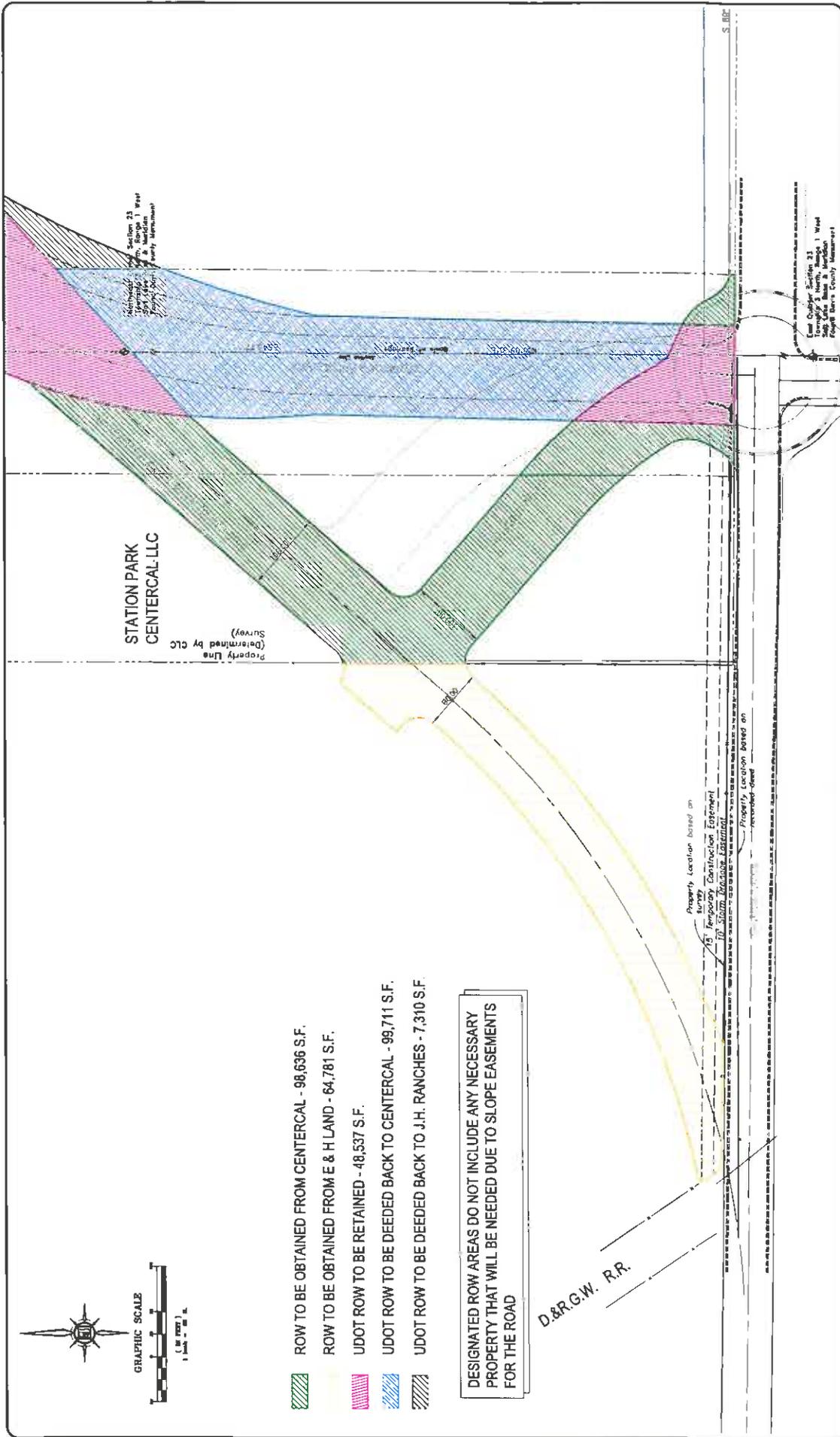
DESCRIPTION: [Signature]

REV	DATE	DESCRIPTION
1	05/27/11	ISSUE FOR CONSTRUCTION



-  ROW TO BE OBTAINED FROM CENTERCAL - 98,636 S.F.
-  ROW TO BE OBTAINED FROM E & H LAND - 64,781 S.F.
-  UDOT ROW TO BE RETAINED - 48,537 S.F.
-  UDOT ROW TO BE DEEDED BACK TO CENTERCAL - 99,711 S.F.
-  UDOT ROW TO BE DEEDED BACK TO J.H. RANCHES - 7,310 S.F.

DESIGNATED ROW AREAS DO NOT INCLUDE ANY NECESSARY PROPERTY THAT WILL BE NEEDED DUE TO SLOPE EASEMENTS FOR THE ROAD



 <b>CALDWELL RICHARDS SORENSEN</b> ARCHITECTS & ENGINEERS 1000 EAST 1000 SOUTH SALT LAKE CITY, UT 84143 TEL: 801.466.4327 WWW.CALDWELLRS.COM	EARMINGTON CITY <b>PROPOSED PARK LANE EXTENSION</b> DRAFT EXHIBIT MAY 26, 2011	UTAH PRELIMINARY NOT FOR CONSTRUCTION	01156C 1 1 <b>EX-002</b>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>BY</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>J.D.L.</td> <td>05-26-11</td> <td>ISSUE FOR PERMITTING</td> </tr> <tr> <td>2</td> <td>J.D.L.</td> <td>05-27-11</td> <td>ISSUE FOR PERMITTING</td> </tr> </tbody> </table>	REV	BY	DATE	DESCRIPTION	1	J.D.L.	05-26-11	ISSUE FOR PERMITTING	2	J.D.L.	05-27-11	ISSUE FOR PERMITTING	<p>Property Location Based on Survey Temporary Construction Easement To Station Roadside Easement</p> <p>Property Location Based on Survey</p>	<p>Station Park Central LLC (Determined by CLC Survey)</p> <p>Section 23 Township 3 North Range 1 West County 3 South Fourth Meridian</p> <p>Section 23 Township 3 North Range 1 West County 3 South Fourth Meridian</p>	<p>SALT LAKE CITY OFFICE:          200 EAST 1000 SOUTH          SALT LAKE CITY, UT 84143          TEL: 801.466.4327          WWW.CALDWELLRS.COM</p>
REV	BY	DATE	DESCRIPTION												
1	J.D.L.	05-26-11	ISSUE FOR PERMITTING												
2	J.D.L.	05-27-11	ISSUE FOR PERMITTING												

**Note:** The access points depicted in this exhibit represent possible locations based solely on the typical access management standards set forth in Table 8-2 & 8-3 of the City's Master Transportation Plan Update (2005). Access management standards for City streets are determined by the City. Engineering judgment shall override recommended dimensions. Access conditions will be reviewed on a case by case basis and in accordance with the City's TOD Ordinance

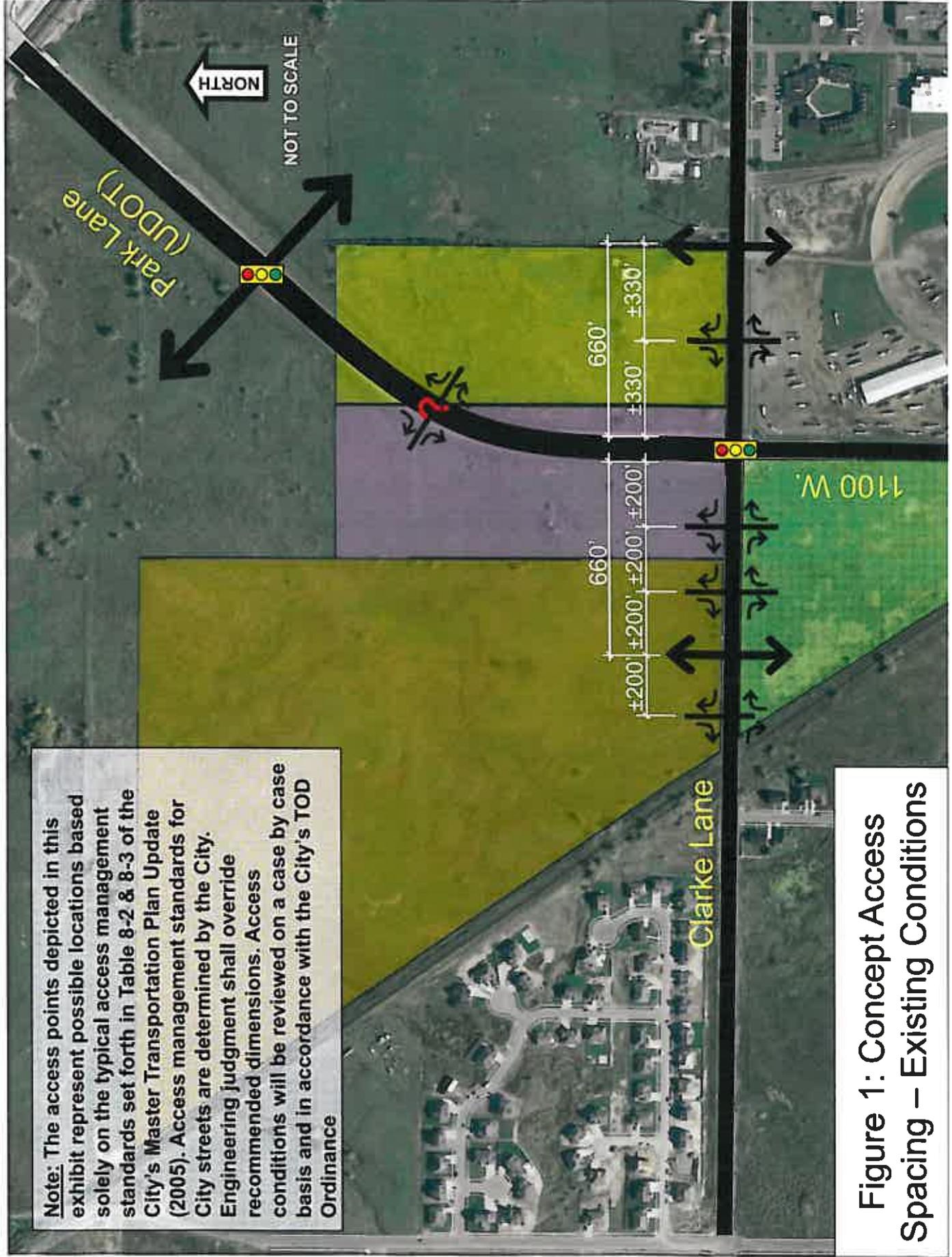
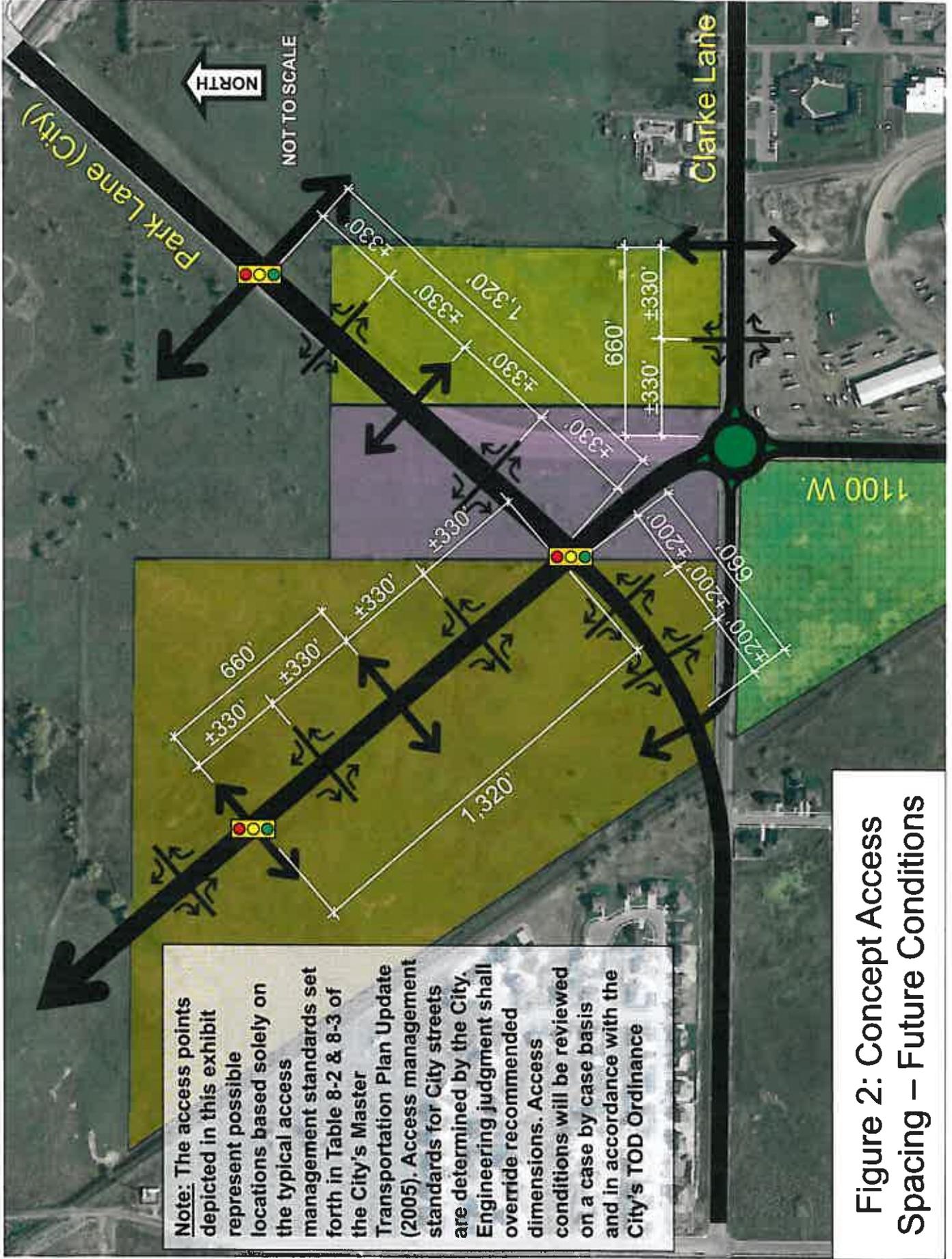
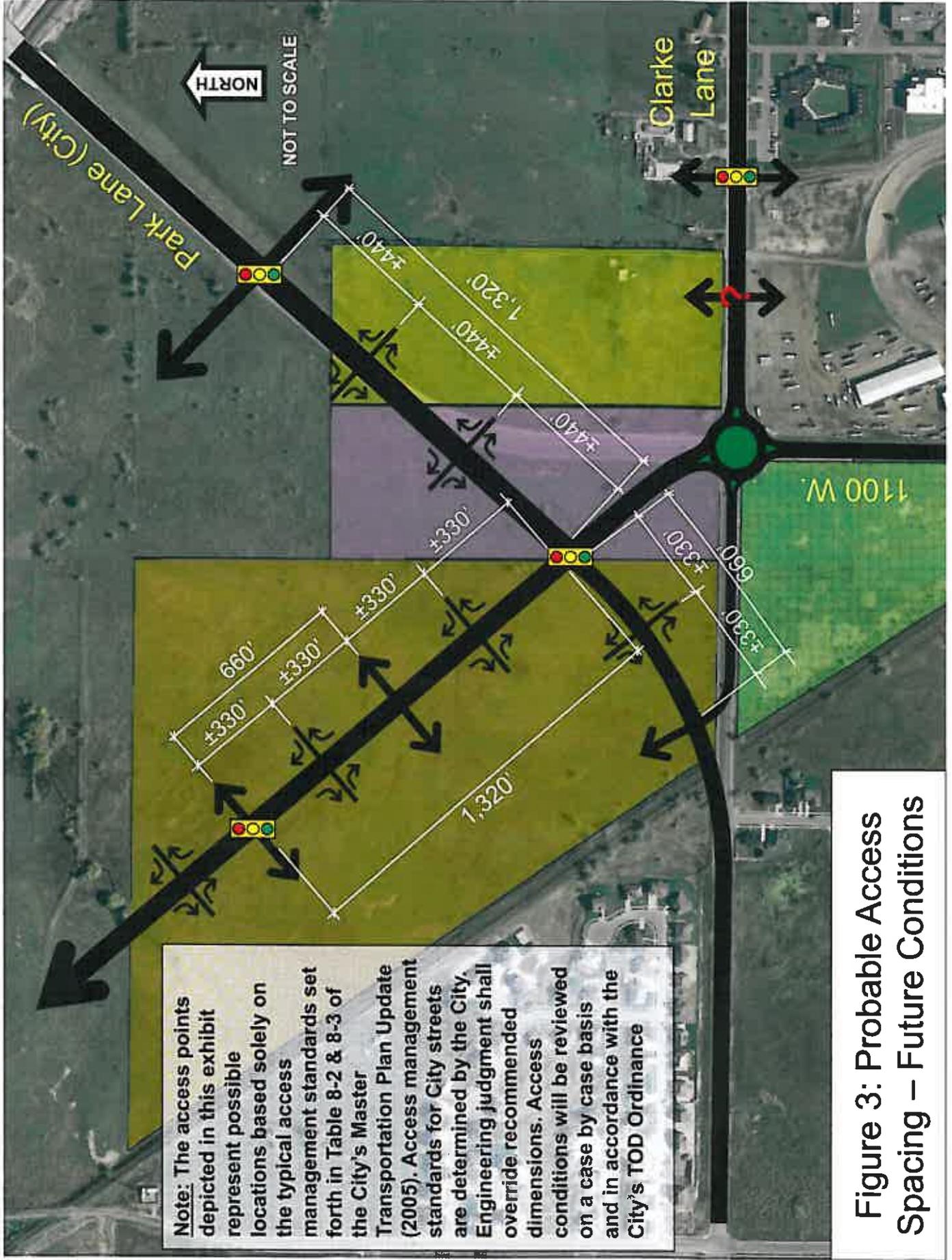


Figure 1: Concept Access Spacing – Existing Conditions





**Note:** The access points depicted in this exhibit represent possible locations based solely on the typical access management standards set forth in Table 8-2 & 8-3 of the City's Master Transportation Plan Update (2005). Access management standards for City streets are determined by the City. Engineering judgment shall override recommended dimensions. Access conditions will be reviewed on a case by case basis and in accordance with the City's TOD Ordinance

**Figure 3: Probable Access Spacing – Future Conditions**



# F A R M I N G T O N   C I T Y

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

To: Dave Millheim, City Manager

From: Neil Miller, Parks and Recreation Director

Date: April 4, 2018

SUBJECT: Special Use Permits in Woodland Park

The City allows 15 Special Use Permits in Woodland Park per year. The City will use 8 Special Use Permits if the Summer Play director wants to use the park. The other 7 Special Use Permits are given on a first come bases to the public. The reason for this is to maintain the relationship with the neighbors next to the park by not having an event in the parks every weekend throughout the summer.

Please see attached Resolution No 2006-51 dated August 1, 2006.

Respectfully Submitted,

Neil Miller  
Parks and Recreation Director

**RESOLUTION NO. 2006-51**

**A RESOLUTION AMENDING THE FARMINGTON CITY PARKS  
RULES AND REGULATIONS**

**WHEREAS**, the City Council reviewed City policies and procedures regarding City parks and adopted further rules and regulations regarding the use and reservation of park facilities; and

**WHEREAS**, the City Council desires to amend the Farmington City Park Rules and Regulations as more particularly provided herein; and

**WHEREAS**, the City Council has determined that amendments to the Park Rules and Regulations is in the best interest of the public health, safety and welfare.

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

**Section 1. Adoption.** The Farmington City Park Rules and Regulations are hereby adopted to read in their entirety as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

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

**Section 3. Effective Date.** This Resolution and the Park Rules and Regulations adopted herein shall become effective immediately.

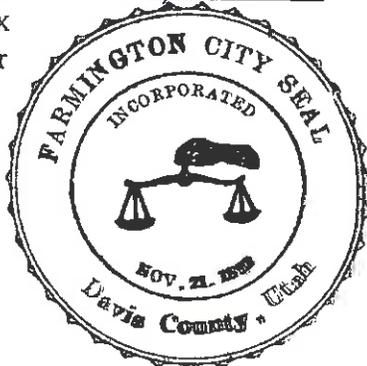
**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, ON THIS 1st DAY OF AUGUST, 2006.**

**ATTEST:**

**FARMINGTON CITY**

  
\_\_\_\_\_  
Margy Lomax  
City Recorder

  
\_\_\_\_\_  
Scott C. Harbertson  
Mayor



**EXHIBIT "A"**  
**FARMINGTON CITY, UTAH**  
**PARKS RULES AND REGULATIONS**

1. All use of City parks and activities conducted therein must comply with Farmington City Ordinances, Chapter 4, Title 8, regarding Parks.
2. All food prepared and served shall comply with County Health Department regulations.
3. All animals must be kept on a leash at all times and all provisions of Section 8-4-080 shall be complied with regarding animals within City parks.
4. No motorized vehicles, excepting motorized wheelchairs, shall be used or allowed on the lawn areas for any reason. Motorized vehicles in City parks shall comply with Section 8-4-030 of the Farmington City Ordinances regarding Motor Vehicles.
5. Users of City parks must comply with the reservation procedures for reserving park facilities. Users must comply with posted reservation dates and times for each bowery or park.
6. Children nine (9) years of age and under using the playground equipment at any City park shall be supervised by an adult.
7. No overnight parking or camping is permitted in City parks pursuant to Section 8-4-110 of the Farmington City Ordinances.
8. In accordance with Section 8-4-170 of the Farmington City Ordinances, City parks may be used between the hours of 5:00 a.m. and 11:00 p.m.
9. Park users shall be responsible for cleaning up after themselves. All trash shall be picked up and discarded in designated receptacles. It is recommended users bring garbage bags to assist in the clean up. Please pack out what you pack in. Tables shall be cleaned off and all tape removed from tables or other facilities, if used. Tables shall remain in their specified location and shall not be moved by Park users.
10. Restrooms shall be left clean. Restrooms will be closed near the end of daylight hours.
11. Pursuant to Farmington City Ordinance, Section 8-4-190, no alcoholic beverages are permitted in City parks.
12. Except as provided in Section 8-4-050 of the Farmington City Ordinances, no golfing is permitted in City parks.

13. Skateboards are prohibited in City parks except on sidewalks and pathways or in designated facilities in the South Park.
14. A Special Use Permit shall be required for the following uses within City parks:
  - a. Groups over 300;
  - b. Use of amplified sound or band groups;
  - c. City athletic field lighting (exclusive of tennis courts);
  - d. Placement of balloon toys;
  - e. Animals or other amusement devices (other than pets);
  - f. Animal shows
  - g. Any other special uses

Special Use Permits shall be applied for using forms provided by the City and shall be filed with the Leisure Services Department during regular business hours. For purposes of this Rule, "amplified sound" shall mean the use of any device or means to project or amplify any sound audible to persons separated by distance from the source, and shall include, but not be limited to, the use of public address systems, stage microphones, and bullhorns. The City shall obtain a Special Use Permit for City-sponsored events, but the required fee for such permit shall be waived.

15. The number of Special Use Permits for sound amplification, band groups, and lighting within Woodland Park shall be limited to 15 events per year, including City-sponsored events, to be held on not more than 15 days, not to include more than 5 weekends (exclusive of the City-sponsored egg hunt held in March or April of each year), and not to include more than 4 weekends during the months of June, July and August. Weekends are defined as 5:00 p.m. Friday afternoon through 11:00 p.m. Saturday evening. The number of Special Use Permits in all other City Parks for band groups shall not exceed two (2) per year exclusive of City-sponsored events. No Special Use Permits for sound amplification, band groups, and lighting in Woodland Park shall be permitted or issued for Sunday events. No special use permits for band groups in any City park shall be permitted or issued for Sunday events. The time limitation for band groups authorized by Special Use Permits except for City-sponsored events shall not exceed two (2) hours.
16. All users of City parks shall be subject to and comply with City noise ordinances and County Health Department regulations.
17. Woodland Park gates shall be closed to motorized vehicles from November 30<sup>th</sup> to March 1<sup>st</sup> (weather and road conditions permitting) of each year, except by special permission from the City.
18. All reservations for park facilities shall be made on a first-come first-served basis; provided, the first week of every year shall be deemed "Residents Only" reservation time wherein residents are given priority for reserving City park facilities for the coming year.

19. Except as provided herein, open fires shall only be permitted within City Parks in designated fireplace, fire pit, or facility intended to contain a fire. Due to fire dangers, open fires are prohibited at Woodland Park and Pond Park from June 1<sup>st</sup> through October 31<sup>st</sup> annually or during other periods of restrictions as directed by Resolution of the City Council.
20. Gas grills and other self-contained barbeques may be used within the City Parks, provided that such grills and self-contained barbeques shall be prohibited at Woodland Park and Pond Park from June 1<sup>st</sup> through October 31<sup>st</sup> annually or during other periods of restrictions as directed by Resolution of the City Council.
21. Any violation of these Park Rules and Regulations shall be deemed a violation of City Ordinances, subject to fines, forfeitures, penalties and/or imprisonment as a class B misdemeanor. Park users violating these Rules and Regulations may also be evicted from the Park by authorized City personnel.

## CITY COUNCIL AGENDA

For Council Meeting:  
April 17, 2018

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

1. Planning Commission Appointment
2. Request from Councilmember Brigham Mellor

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

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

From: **Brigham Mellor** <[bmellor@syracuseut.com](mailto:bmellor@syracuseut.com)>

Date: Wed, Mar 28, 2018 at 3:21 PM

Subject: FW: Davis county letter DRAFT

To: "[mayor@farmington.utah.gov](mailto:mayor@farmington.utah.gov)" <[mayor@farmington.utah.gov](mailto:mayor@farmington.utah.gov)>, Dave Millheim <[dmillheim@farmington.utah.gov](mailto:dmillheim@farmington.utah.gov)>

**You will recall we discussed this with EDCUtah you will want to customize of course.**

Dear Davis County Commissioners:

We are writing to express Syracuse City's support for the Northern Utah regional economic development initiative (EDCNU) in conjunction with EDCUtah. The desires and aspirations for the communities in Davis county are changing – we don't want to be the bedroom communities for Sat Lake County anymore. Future commute times and patterns will be too time consuming for that to be sustainable – we need employment opportunities that are within close distance to Davis County homes. These employment opportunities need to be diversified beyond the traditional aerospace industry cluster. We are shipping thousands of computer programmers, bankers, medical device researchers, and other skilled laborers to Salt Lake and Utah County every day and we want those people to stay in Northern Utah.

Davis and Weber county need to combine forces and resources. We are in the same metropolitan statistical area, with a combined population that can make for formidable competition with other major metros across the country. A regional Davis/Weber economic development initiative - combined with EDCUtah's resources, contacts, and information - will make us far more competitive. We anticipate some form of local economic development expertise will still be needed, but we envision that those entities would work together with the regional EDCUtah representative as an added tool to each city's economic development pursuits.

This individual will have direct access to the EDCUtah team, programs, expertise and private sector membership. It is worth noting that no one in Davis and Weber county has that level of support right now – and this will only be possible if this person is a member of the EDCUtah staff.

It is our understanding that Davis county may have some reservations about this effort. We feel that is mistake. The legislature has dedicated funds, as has Weber county, and we fear that Davis county's lack of participation will only result in the majority of benefits this effort will undoubtedly produce will rest in Weber county. That puts us at a huge disadvantage - one we will regret in the future.

Help us in our economic pursuits. A strong and vibrant economy in both Davis and Weber County will be easier to obtain through a partnership with EDCUtah and will provide us with a direct conduit to the increased horsepower we need. We commend the legislature and Weber county for helping provide this opportunity to our region - we want to make it clear that we want our county to participate as well.