

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

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

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

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

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

### **PRESENTATIONS:**

7:05 Administration of Oath of Office for New Finance Director and New Fire Engineer

### **PUBLIC HEARINGS:**

7:15 Kambouris Property Rezone (KAMICO, LLC) – 161 East 1470 South

7:40 Zone Text Amendment – Accessory Building Standards

### **OLD BUSINESS:**

7:45 Flat Rock Schematic Plan

8:05 Real Estate Purchase Contract with Clyde and Gail Heiner for Property Located at 326 Park Lane

8:20 Amendment to Agreement with Davis County regarding Jail Expansion

### **SUMMARY ACTION:**

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

8:40 Minute Motion Approving Summary Action List

1. Approval of Minutes from June 4, 2019

2. Plat Amendment for Darren and Mari Kimoto (802 S Country Lane)
3. Stonebrook Farms Improvements Agreement

**GOVERNING BODY REPORTS:**

8:45 City Manager Report

8:55 Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

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

DATED this 11th day of July, 2019.

**FARMINGTON CITY CORPORATION**

By:   
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:  
July 16, 2019

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

It is request 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:  
July 16, 2019

**S U B J E C T: Administration of Oath of Office for New Finance Director and  
New Fire Engineer**

**ACTION TO BE CONSIDERED:**

None.

**GENERAL INFORMATION:**

Mayor Talbot will introduce Greg Davis, New Finance Director and Guido Smith, Fire Chief will introduce Jeffrey Jarrow, New Fire Engineer.

Holly Gadd, City Recorder will perform the administration of oath of office.

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:  
July 16, 2019

**PUBLIC HEARING: Kambouris Property Rezone (KAMICO, LLC) – 161 East 1470 South**

**ACTION TO BE CONSIDERED:**

1. Hold Public Hearing.
2. See enclosed staff report for recommendations.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Meagan Booth, 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  
ALEX LEEMAN  
CORY RITZ  
REBECCA WAYMENT  
CITY COUNCIL  
SHANE PACE  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Meagan Booth, City Planner

Date: July 16, 2019

SUBJECT: **Kambouris Property Rezone** (Application #Z-3-19)  
Applicant: John Saltzgeber; Property Owner: 1454 S A SERIES OF KAMICO LLC

### RECOMMENDATION

- 1) Hold a Public Hearing: and
- 2) Consider one of the two alternative motions:
  - A. Planning Commission Recommendation (*italicized text added by staff*): Move that the City Council approve the enclosed enabling ordinance and re-zone the .21 acre property located at 161 E 1470 S (Kambouris Lane) from R (Residential) to R-2 (Multiple Family Residential) whereby the effective date of the ordinance will be January 16, 2020—*this will allow time for the applicant to work with the City to implement an affordable housing solution recommended by the state in the recently adopted SB 34.*

#### Findings for Approval

1. The proposed rezone is consistent with the General Plan because a two family dwelling is considered a low density residential use.
2. The proposed rezone is consistent, and will enable a compatible use with the surrounding properties and adjacent neighborhoods—of the 82 dwelling units on 1470 South and 50 West Street, 64 units (or 80 %) are attached, and the majority of these are most likely rentals even though they were constructed and platted as “for sale” units.
3. The subject property constitutes Lot 2 of the Aegean Village Subdivision Plat “A” recorded July 21, 1977. A non-conforming semi-dilapidated garage/storage building exists on the site. The applicants proposed duplex will replace this non-conforming use and will help clean up the site if the property is zoned R-2.
4. *The proposed use provides obtainable housing consistent with state-wide moderate income housing goals, and the enabling ordinance is drafted in such a way to allow the City to work with the applicant regarding a better affordable housing solution.*
5. *The property is located on a busy state route (SR-106), and this location is more conducive to a two-family dwelling as compared to a single family dwelling.*
6. *Two dwelling units near mass transit, UTA bus routes 470 and 455 which run along 200 East, is a better transportation strategy than the creation of just one housing unit.*

- OR -

- B. Move that the City Council deny the request to rezone the .21 acre property located at 161 East 1470 South from R (Residential) to R-2 (Multiple Family Residential).

Findings for Denial

1. The existing R zone is consistent with the General Plan.
2. The existing housing stock of the surrounding properties and adjacent neighborhoods on 1470 South and 50 West streets comprises 82 dwelling units of which 64 units (or 80%) are attached, and the majority of these are most likely rented even though they were constructed and platted as “for sale” units; The existing R zone will limit the subject property to a single family dwelling, which will help diversify the housing stock in the area.
3. The subject property constitutes Lot 2 of the Aegean Village Subdivision Plat “A” recorded July 21, 1977. A non-conforming semi-dilapidated garage/storage building exists on the site. A new single family home on this lot, if the property remains R, will replace this non-conforming use and will help clean up the site the same as a duplex.

**BACKGROUND**

The Planning Commission considered the rezone request at its June 20<sup>th</sup> meeting. The Commission acknowledged that the majority of dwellings in the neighborhood are attached, and even though almost all of these have the potential to be owner occupied, it is likely that many are rentals and “look and act” like duplexes. They discussed: 1) the impacts a two family dwelling may have on a neighborhood already characterized by the same, if any (especially a duplex on a state highway), and 2) the opposite view---that is, if the neighborhood had already done “its share” regarding this housing type and that maybe the lot should remain set-aside for a single family residential use. On a vote of 4 to 2 they decided on the former and recommended that the Council rezone the subject property.

In determining their recommendation, they read and considered the three standards of review for such zone change applications set forth in Section 11-6-020 D of the Zoning Ordinance as follows:

Planning Commission Review: All proposed amendments must be first submitted to the planning commission for review and recommendations. Notice and public hearing requirements shall be as provided in Utah Code Annotated sections 10-9a-205, 10-9a-502 and 10-9a-503. The planning commission shall study and examine each application and proposed amendment. The planning commission should consider the following issues when reviewing each proposed amendment: 1) is the proposed amendment reasonably necessary; 2) is the proposed amendment in the public interest; and 3) is the proposed amendment consistent with the city general plan and in harmony with the objectives and purpose of this title. After study and analysis, the planning commission shall prepare written recommendations regarding the application and proposed amendment and forward the same to the city council for its consideration. (Ord. 1997-55, 11-19-1997; amd. 2016 Code)

The Planning Commission also discussed moderate income housing and how this item may relate. A rezone of this property may result in two much needed affordable housing units for the City. The State is requiring cities to create moderate income housing plans by the end of 2019, so

affordable housing is an important topic throughout the State. John Saltzgeber, expressed a willingness to work with the City and explore affordable housing options, but Mr. Kambouris was not, and Mr. Saltzgeber informed the Commission that his contract to purchase the property expires at the end of July.

Other concerns deliberated by the Planning Commission included access only from 1470 South versus 200 East, the current state of the property, and changing the zone designation simply for the purpose of making land more valuable.

In the days after the meeting, Mr. Saltzgeber met with staff, and Mike Plaizier from the Planning Commission, about affordable housing options. There was still a willingness on his part to work with the City to provide options for young adults “starting out in life” or for certain professions, such as public employees. The parties agreed that there may be merit to gain first time hands-on experience on a small project like this, instead of a much larger development where any potential impacts, good or bad, may be much higher and/or significant for the community.

**Supplemental Information**

1. Vicinity/Zoning Map
2. Enabling Ordinance

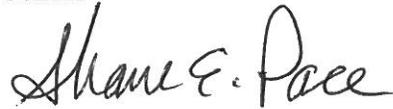
Respectfully Submitted



Meagan Booth

Associate City Planner

Concur



Shane Pace

City Manager

**FARMINGTON, UTAH  
ORDINANCE NO. 2019 –**

**AN ORINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OR  
ZONE FOR .21 ACRES OF PROPERTY FROM A R TO AN R-2 ZONE  
LOCATED AT 161 E KAMBOURIS LANE (1470 S)**

**WHEREAS**, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the purposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City’s General Plan; 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 Application Z-3-19, filed with the City, located at 161 E KAMBOURIS LANE (1470 S), identified by parcel number 071100055, comprising of .21 acres and as further described in Exhibit “A” attached hereto and by this reference made a part thereto.

**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 January 16, 2020, to allow time for the applicant to work with the City to implement an affordable housing solution recommended by the State in the recently adopted SB 34.

Dated this 16<sup>th</sup> day of July, 2019.

**FARMINGTON CITY**

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H. James Talbot  
Mayor

**ATTEST:**

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Holly Gadd  
City Recorder



CITY COUNCIL AGENDA

For Council Meeting:  
July 16, 2019

**PUBLIC HEARING: Zone Text Amendment – Accessory Building Standards**

**ACTION TO BE CONSIDERED:**

1. Hold Public Hearing.
2. Move that the City Council approve the enclosed ordinance amending Sections 11-10-040H, 11-11-060, 11-11-070, 11-13-050 and 11-13-060 of the Zoning Ordinance regarding standards related to accessory buildings.

**GENERAL INFORMATION:**

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

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

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

SHANE PACE  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: July 16, 2019

SUBJECT: **ZONE TEXT AMENDMENT--ACCESSORY BUILDING STANDARDS**

### RECOMMENDATION

1. Hold a public hearing; and
2. Move that the City Council approve the enclosed ordinance amending Sections 11-10-040 H, 11-11-060, 11-11-070, 11-13-050, and 11-13-060 of the Zoning Ordinance regarding standards related to accessory buildings.

### BACKGROUND

Single-family dwellings are the most predominant land use existing and allowed in the City's Agriculture, Residential, R-2/Multiple-Family residential zones (Chapters 10, 11, and 13), yet the standards for accessory buildings, some of which were adopted decades ago, related to single-family dwellings in each chapter (and zone) are inconsistent, cumbersome and time consuming to administer, and (in some cases), limit the owner's full enjoyment of his or her property.

The Planning Commission held a public hearing and deliberated on the proposed text change at their May 9, 2019 meeting, and then approved the changes, with their own modifications, on May 23, 2019. The enclosed ordinances reflects the latest recommendation from the Planning Commission.

Respectively Submitted

David Petersen

Community Development Director

Review and Concur

Shane Pace

City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. 2019 -**

**AN ORDINANCE AMENDING SECTIONS 11-10-040 H, 11-11-060, 11-11-070, 11-13-050, AND 11-13-060 OF THE FARMINGTON CITY ZONING ORDINANCE REGARDING ACCESSORY BUILDINGS AND STRUCTURES, AND BUILDING HEIGHT. (ZT-1-19)**

**WHEREAS**, the Planning Commission has held a public hearing in which the proposed text changes for Title 11, Sections 11-10-040 H, 11-11-060, 11-11-070, 11-13-050, AND 11-13-060 of the Farmington City Municipal Code were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

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

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

**Section 1. Amendment.** Sections 11-10-040 H, 11-11-060, 11-11-070, 11-13-050, AND 11-13-060 of Title 11 of the Farmington City Municipal Code are hereby amended to read in their entirety as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 16th day of July, 2019.

**FARMINGTON CITY**

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

**ATTEST:**

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

## EXHIBIT "A"

# Chapter 10 AGRICULTURAL ZONES

### 11-10-040: LOT AND SETBACK STANDARDS:

#### H. Accessory Buildings and Structures:

1. Accessory buildings, except those listed in subsection H2 of this section, shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable Building Codes, shall be at least five feet (5') from all property lines, **shall not encroach on any recorded easement**, and shall be fifteen feet (15') from a dwelling on an adjacent lot. ~~Accessory buildings shall not be built over utility easements that may run along the side and rear property lines.~~

**Notwithstanding the foregoing, the City may approve accessory buildings consistent with standards for the same as set forth in Chapter 11 of this Title so long as such buildings are subordinate in height and area to the main building, are no taller than fifteen feet (15') in height (except as allowed in Chapter 11), and comply with lot coverage standards herein.**

2. No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten feet (10') to any side or rear boundary line or fifty feet (50') to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures.
3. ~~A detached accessory building, or other architecturally compatible structure as approved by the Planning Commission after a public hearing is held, may be located in the side or side-corner yard of a lot, providing that a separation is maintained from the residence in compliance with applicable Building Codes, and all front, side corner and side setbacks are provided as specified in this section and the rear setback is provided as specified in subsection H1 of this section. In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building.~~
4. Equipment or materials stored or located in accessory buildings, yards or structures in AE Zones shall be permitted only for the personal use of the occupants of the property. No such storage or use related to a nonagricultural commercial business shall be allowed.
5. Accessory buildings which contain or constitute an accessory dwelling unit shall, without exception, be subordinate in height and area to the main building. (Ord. 2018-18, 5-15-2018)

# Chapter 11

## SINGLE-FAMILY RESIDENTIAL ZONES

### 11-11-060: ACCESSORY BUILDINGS AND STRUCTURES:

- ~~A. Location: Accessory buildings, except those listed in subsection B of this section, shall be located to the rear of the dwelling, shall be separated from the main building by a distance in compliance with applicable building codes, shall not encroach on any recorded easement, shall not occupy more than twenty five percent (25%) of the rear yard, and shall be located at least fifteen feet (15') from any dwelling on an adjacent lot. Such buildings may be located within one foot (1') of the side or rear property line. Accessory buildings shall, without exception, be subordinate in height and area to the main building. (Ord. 2014-07, 3-4-2014)~~
- A. Location: Accessory buildings, except those listed in subsection B of this section:
1. Shall be separated from the main building by a distance in compliance with applicable building codes;
  2. Cannot encroach on any recorded easement;
  3. Must be located at least fifteen feet (15') from any dwelling on an adjacent lot;
  4. Accessory buildings located to the rear or side of the main building shall not occupy more than twenty five percent (25%) of the rear yard or thirty three percent (33%) of the side yard;
  5. Accessory buildings shall, without exception, be subordinate in area to the main building.
  6. Any eave, or part of an Accessory building, shall not overhang or extend past a property line.
  7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is an architectural and integral part of the main building and in no event shall the accessory building encroach into the required front yard or required side corner yard beyond the nearest corner of the main building.
- B. Animal Shelters And Similar Structures: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten feet (10') from any side or rear property line and fifty feet (50') from any public street or from any dwelling on an adjacent property. (Ord. 2015-16, 5-26-2015)
- ~~C. Alternative Locations: An accessory building A detached garage, or other architecturally compatible structure as approved by the planning commission after a public hearing, may be located in the side yard or side corner of a lot; providing, that a separation is maintained from the residence in compliance with applicable building codes, and all front, side corner and side setbacks are provided as specified in section [11-11-050](#) of this chapter, and the rear setback is~~

~~specified in subsection A of this section. In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building. (Ord. 2016-14, 6-7-2016)~~

- D. Double Frontage Lots: On double frontage lots, accessory buildings shall be located not less than twenty five feet (25') from each street upon which the lot has frontage. (Ord. 2005-11, 4-6-2005)

#### 11-11-070: BUILDING HEIGHT:

A. Main Buildings:

1. Main buildings shall not exceed twenty seven feet (27') in height;
2. No dwelling or structure shall contain less than one story.

B. Accessory Buildings or Structures (except fences):

1. Accessory buildings or structures shall not exceed fifteen feet (15') in height unless an increased height is approved by the planning commission after review of a conditional use application filed by the property owner. No fee shall be assessed for such application.
2. Accessory buildings within one foot (1') of a side property line located in the side yard or front yard shall be limited to ten feet (10') in height and an increase in height of one (1') may be allowed for each additional foot setback from the side property, but not to exceed the maximum height for such buildings unless as otherwise provided herein.
3. Accessory buildings shall, without exception, be subordinate in height to the main building.

## Chapter 13 MULTIPLE-FAMILY RESIDENTIAL ZONES

#### 11-13-050: ACCESSORY BUILDINGS AND STRUCTURES:

- ~~A. Location: Accessory buildings, except for those listed in subsection B of this section, may be located within one foot (1') of the side or rear property line; provided, they are at least six feet (6') to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard, and are located at least fifteen feet (15') from any dwelling on an adjacent lot. Accessory buildings shall, without exception, be subordinate in height and area to the main building. (Ord. 2005-11, 4-6-2005)~~

- A. Location: Accessory buildings, except those listed in subsection B of this section:

1. Shall be separated from the main building by a distance in compliance with applicable building codes;
  2. Cannot encroach on any recorded easement;
  3. Must be located at least fifteen feet (15') from any dwelling on an adjacent lot;
  4. Accessory buildings located to the rear or side of the main building shall not occupy more than twenty five percent (25%) of the rear yard or thirty three percent (33%) of the side yard;
  5. Accessory buildings shall, without exception, be subordinate in area to the main building.
  6. Any eave, or part of an Accessory building, shall not overhang or extend past a property line.
  7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is an architectural and integral part of the main building and in no event shall the accessory building encroach into the required front yard or required side corner yard beyond the nearest corner of the main building.
- B. Animal Shelters And Similar Buildings: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not closer than ten feet (10') from any side or rear property line and fifty feet (50') from any public street or from any dwelling on an adjacent property. (Ord. 2015-16, 5-26-2015)
- C. Double Frontage Lots: On double frontage lots, accessory buildings shall be located not less than twenty five feet (25') from each street upon which the lot has frontage. (Ord. 2005-11, 4-6-2005)

**11-13-060: BUILDING HEIGHT:**  

- A. Main Buildings:
1. Main buildings shall not exceed twenty seven feet (27') in height.
  2. No dwelling structure shall contain less than one story.
- B. Accessory Buildings Or Structures (except fences):
1. Accessory buildings or structures shall not exceed fifteen feet (15') in height unless an increased height is approved by the planning commission after review of a conditional use application filed by the property owner (no fee shall be assessed for such application). (Ord. 2005-11, 4-6-2005)
  2. Accessory buildings within one foot (1') of a side property line located in the side yard or front yard shall be limited to ten feet (10') in height and an increase in height of one (1')

may be allowed for each additional foot setback from the side property line, but not to exceed the maximum height for such buildings unless as otherwise provided herein.

3. Accessory buildings shall, without exception, be subordinate in height to the main building.

CITY COUNCIL AGENDA

For Council Meeting:  
July 16, 2019

**S U B J E C T: Schematic Plan for Flatrock Ranch (S-3-19)**

**ACTION TO BE CONSIDERED:**

Approve the attached schematic plan subject to all applicable Farmington City ordinances and development standards and the following recommendations listed in the staff report prepared by David E. Petersen, Community Development Director

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



# FARMINGTON CITY

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

## City Council Staff Report

To: Honorable Mayor and City Council  
From: David E. Petersen, Community Development Director  
Date: July 16, 2019  
SUBJECT: Schematic Plan for Flatrock Ranch (S-3-19)

### RECOMMENDATION

Move that the City Council approve the attached schematic plan subject to all applicable Farmington City ordinances and development standards and the following:

1. The applicant shall submit a planned unit development (PUD) application for the subdivision thereby the Planning Commission and City Council may consider an increase in the total number of lots from 44, as illustrated in the yield plan, to 49 lots during the Preliminary PUD Master Plan portion of the PUD process.
2. No TDRs will be considered for the property, but if necessary the Planning Commission and City Council will consider a waiver as per Section 11-27-155 of Chapter 27 of the Zoning Ordinance.
3. The land located under the power lines will be used for open space and/or pasture/agriculture purposes; the HOA for the PUD will own and maintain this space, and may lease the property or make it available for owners within the PUD as per rules established by the HOA.
4. The developer will designate the south end of each cul-de-sac as “no driveway access” or for a place to store snow.
5. All outstanding comments from the DRC for schematic plan shall be addressed on the preliminary plat.

### Findings.

1. Large ½ acre lots exist on the north side of the subdivision. These lots may be used for Class B animals as set forth in the standards of the AE zone.
2. The most visible land within the project, the property next to 1525 West Street, which is mostly under the power lines and cannot otherwise be developed, will be owned and maintained by the HOA in a clean and aesthetically acceptable manner.
3. The subdivision meets the “Pros” listed in the Development Type Attribute Table set forth in the City Council staff report.
4. The proposed development will provide single family residential developments similar to those of surrounding subdivisions further north and northeast of the project.
5. The proposed subdivision will provide trail access to the Buffalo Ranches Trail as part of a larger continuous and integrated open space system which also creates recreational opportunities and pedestrian access.

### BACKGROUND

On June 18, 2019, the City Council rezoned the subject property (approximately 32 acres located at about 600 South 1525 West Street (Davis County Tax I.D. #08-081-0006)) from AA and A to AE. However,

the Council tabled consideration of the schematic plan to allow time, among other things, for staff and two of its members, Alex Leeman and Cory Ritz, to meet with the developer and more specifically articulate the issues raised at the June 18<sup>th</sup> meeting. The attached plan, and recommendations and findings, incorporates the input received at this meeting.

**Supplemental Information**

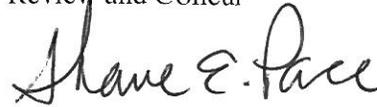
1. Vicinity map showing the location of the WDC.
2. Schematic Plan, July 16, 2019, prepared by the applicant after receiving input from Cory Ritz and Alex Leeman of the City Council.
3. Section 11-27-155 of Chapter 27 of the Zoning Ordinance.
4. Development Type Attribute Table

Respectively Submitted

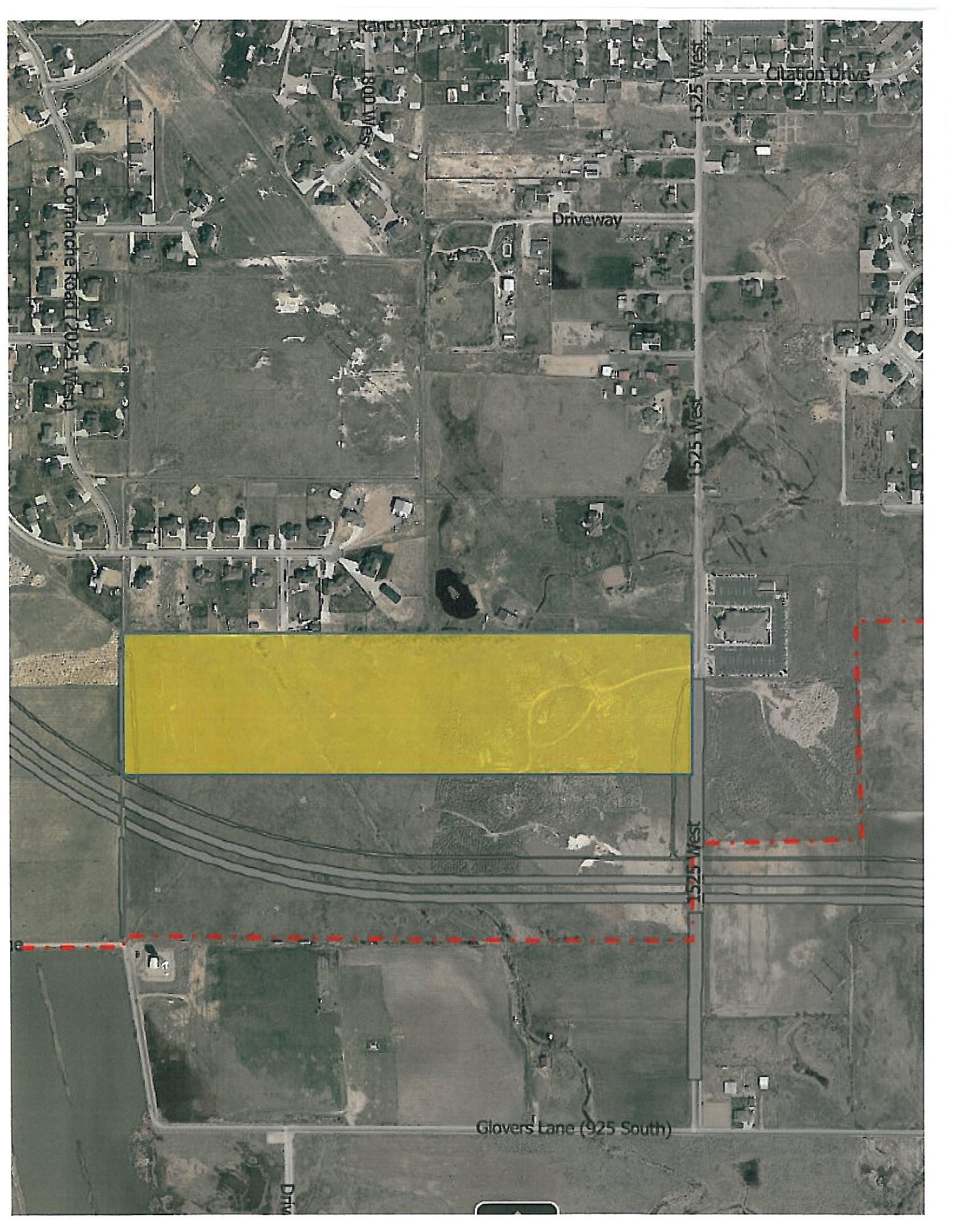


David Petersen  
Community Development Director

Review and Concur



Shane Pace  
City Manager



Ranch Road

1800 West

1525 West

Clifton Drive

Driveway

Comanche Road (2025 West)

1525 West

1525 West

Grovers Lane (925 South)

Driveway



1966 S. 308 St., # 22 5th Lake City, UT 84037  
 (801) 261-1934  
 www.edmpartners.com



DEVELOPER:  
 Hamlet Development  
 308 East 4500 South, Suite 200  
 Murray, UT 84107  
 801 261 1223



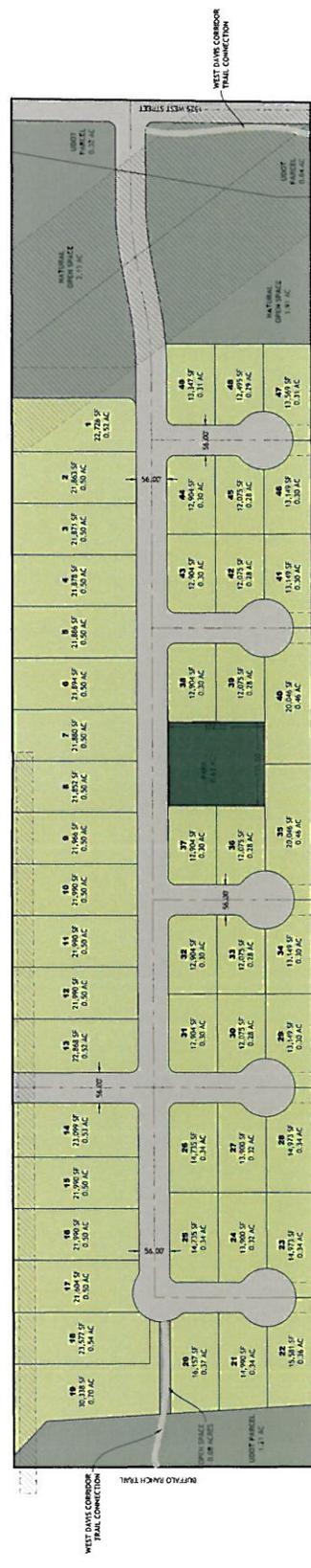
NOTES:

**Flatrock Ranch**

Conceptual Site Plan

PROJECT:  
 DRAWN BY:  
 REVIEWED BY:  
 DESIGNER:  
 NO. DATE:  
 BUSINESS:

DATE: June 3, 2019  
 SHEET NUMBER: O-1



**PROJECT STATISTICS**

TOTAL AREA = 32.04 ACRES  
 TOTAL LOTS = 49 LOTS (1.53 LOTS/AC)  
 OPEN SPACE = 6.47 ACRES (20.19%)  
 AVERAGE LOT SIZE = 0.40 ACRES

**11-27-155: WAIVER:**  

Subject to the provisions set forth herein, for single-family residential PUDs, or boundary adjustments related to a single-family detached residential PUD equal to or less than one acre in size, any provision of this chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted by ordinance and only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off site improvements, amenities or other consideration of comparable size, quality and/or value. (Ord. 2018-05, 1-18-2018)

## Development Type Attribute Table

Re: the Flatrock Ranch Property

The purpose of this table is to help organize thoughts regarding three development types that could occur at the Flatrock Ranch location. Even though more “Pros” are shown for Development Type C, not all pros are created equal; subsequently, there is not a right or wrong development type---each has merit. The table is not tied to any specific schematic plan, but the Council may find it useful, or not, as part of the subdivision review process.

Type	Preference		Pros	Notes
	Yes	No		
<b>A</b> Lots > 1 acre (example: Ranches 8)			<ul style="list-style-type: none"> <li>• Consistent with the General Plan.</li> <li>• More independence in housing styles.</li> <li>• Continues to provide a diversity of lot types in the community.</li> <li>• Sometimes results in a more “laid-back” do it yourself citizenry.</li> <li>• Class B animals are a possibility.</li> </ul>	<ol style="list-style-type: none"> <li>1. Class B animals are found on 13 of the 85 lots (or 15%) in Ranches 7 and 8, 16 lots have weed problems, and other code enforcement issues exist on 9 lots.</li> <li>2. The view from the WDC is dependent on how, and if, the remnant Stoddard property develops, presently owned by UDOT.</li> <li>3. Improvements more difficult to construct.</li> </ol>
<b>B</b> Lots > ½ acre (example: Ranches 2)			<ul style="list-style-type: none"> <li>• Consistent with the General Plan</li> <li>• Overall better view from WDC—similar to Miller Meadows</li> </ul>	<ol style="list-style-type: none"> <li>1. The passerby/residents often do not notice a significant difference between a ½ acre and a 1/3 acre lot development.</li> <li>2. A waiver may be too difficult to achieve for the developer</li> </ol>
<b>C</b> Lots--1/3 acre in size or less, (example: Chestnut Farms)			<ul style="list-style-type: none"> <li>• Consistent with the General Plan if open space is provided on or off-site</li> <li>• Overall better view from WDC—similar to Miller Meadows</li> <li>• Better able to provide and justify the need for an interior neighborhood park</li> <li>• Better able to maintain the land under the power lines</li> <li>• Better able to work with UDOT for a trailhead under the power lines</li> <li>• Better able to provide a connection to the Buffalo Ranch trail.</li> <li>• Possibility of TDRs to help fund much needed improvements off-site</li> </ul>	

			<ul style="list-style-type: none"><li>• Slightly better for environment and regional growth patterns.</li><li>• More obtainable housing by a very slim margin</li><li>• Much more sustainable development regarding short and long term operation and maintenance of public facilities</li><li>• Provides a greater tax base</li><li>• Much better at supporting schools and parks and recreation programs</li><li>• Less code enforcement issues</li></ul>	
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CITY COUNCIL AGENDA

For Council Meeting:  
July 16, 2019

**S U B J E C T: Real Estate Purchase Contract with Clyde and Gail Heiner for Property Located at 326 Park Lane**

**ACTION TO BE CONSIDERED:**

Approve the REPC agreeing to purchase the 326 Park Ln for \$150,000 as outline in the following contract entered into with the property owner dated June 28<sup>th</sup>, 2019

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



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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: July 16th, 2019

SUBJECT: **Real Estate Purchase Contract Between the City and Clyde and Gail Heiner for 326 Park Ln**

### RECOMMENDATION

Approve the REPC agreeing to purchase the 326 Park Ln for \$150,000 as outline in the following contract entered into with the property owner dated June 28<sup>th</sup>, 2019.

### BACKGROUND

The home at 326 Park Ln is vacant dilapidated and falling in to disrepair. It is fenced off from the street (Park Ln). This particular residential unit sits on a major arterial road and the opportunity has arisen to purchase the property as part of the road and storm water improvements that will take place on Park Lane in the vicinity of the home in the coming year. The intent for the purchase is to demolish the structure (which reduces blight in the community along a major transportation thoroughfare). The demolition will take place after allowing municipal public safety departments the opportunity to use the structure for training purposes. We will then sell the vacant land, to a yet undetermined public or private property owner at some point in the future.

The development surrounding the home along with the steady stream of traffic long Park lane (over 10,000 cars daily) has made owning and maintaining a residential unit in this particular area undesirable and impractical for the home owner, and for other residential tenant prospects.

Blighted vacant homes can become a public nuisance to communities when left for long periods of time. when possible, the city will purchase these properties to facilitate their redevelopment and transition to a "higher and better use" thus avoiding and preventing potential detriment and dangers that accompany structural blight.

The City would like to acknowledge and thank the Heiner Family for taking such good care of the property for as long as they have and diligently maintaining the landscaping as the surrounding real-estate uses have changed around their property – Realizing the future maintenance and needed improvements are unnecessary expensive they have graciously granted the city the opportunity to purchase the property.

Supplemental Information

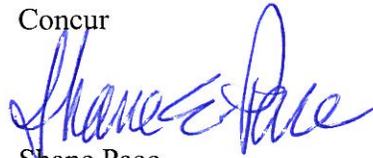
1. REPC
2. Lead Paint Disclosure
3. Photos of the property

Respectfully Submitted



Brigham Mellor  
Economic Development Director

Concur



Shane Pace  
City Manager

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into as of the 25<sup>th</sup> day of June, 2003, by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "City," and CLYDE M. AND GAIL T. HEINER, as Trustees of the \_\_\_\_\_ Trust, dated \_\_\_\_\_, hereinafter referred to as "Heiner."

### RECITALS:

A. Heiner is the owner of residential property in Farmington City, Davis County, State of Utah (the "Property"), which Property is more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

B. City desires to acquire the Property and upon the terms and conditions hereinafter set forth.

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

1. **Sale and Purchase Price for Property.**

a. Heiner does hereby sell and the City does hereby purchase the Property as described in Exhibit "A," including any associated water rights and mineral rights, at the purchase price of One Hundred Fifty Thousand Dollars (\$150,000.00), payable by the City to Heiner in lawful money of the United States in accordance with all of the provisions of this Agreement.

b. Upon the execution of this Agreement by the City, the City shall pay to Heiner the sum of Five Hundred Dollars (\$500) as earnest money. Said earnest money shall be refundable in the event the sale of the properties as contemplated herein fails to close for any reason.

c. The balance of the purchase price shall be paid at closing.

2. **Closing and Conveyance.** The following provisions shall govern the closing of this transaction.

a. **Date and Place of Closing.** The sale and purchase of the Property shall be closed at the offices of Backman Title Company ("Closing Agent") within thirty (30) days of the resolution of the last contingency set forth in paragraph 4, herein ("Closing Date"), but in no event later than August 1, 2019.

b. **Parties' Obligations at Closing.** On or before the Closing Date, Heiner shall deliver to the Closing Agent a satisfactory warranty deed covering the Property, duly executed and acknowledged in recordable form conveying to the City fee simple to the respective property, together with any other documents required by the Closing

Agent. In addition, the City shall deliver or cause to be delivered to the Closing Agent the City's check in the amount the City is obligated to pay on the Closing Date pursuant to the terms of this Agreement, together with any other documents required by the Closing Agent which are necessary to close this transaction.

c. Escrow Fees and Other Costs. Costs of title insurance for a title insurance policy for the Property, as well as any greenbelt taxes on the Heiner parcel, shall be borne by Heiner. General property taxes for 2019, as applicable, on the Property shall be prorated as of the Closing Date. The City shall pay the recording costs for the deeds to be recorded. All other escrow fees and other costs of the Closing Agent shall be borne equally between Heiner and the City.

d. Closing Agent Obligations. The Closing Agent is instructed as follows:

i. Prepare closing statements for execution by the parties in accordance with the terms of this Agreement.

ii. Collect all funds to be received from the parties at closing and disburse and pay the same to the parties in accordance with the terms of this Agreement and approved on the closing statements.

iii. Collect various instruments and documents and information to be provided by the parties as set forth herein and record documents where necessary in proper sequence and deliver the same to the respective parties as required to close this transaction in accordance with the terms of this Agreement.

3. Contingencies. This Purchase and Sale Agreement is contingent upon the following:

a. Formal approval of the terms of this Purchase and Sale Agreement by the Farmington City Council.

b. Heiner's disclosure of all material conditions of the Property and the City's review and acceptance of the same.

4. Possession. Possession of the properties shall be delivered by Heiner to the City upon the Closing Date. Heiner hereby agrees to furnish to the City a satisfactory owner's policy of title insurance in the amount of the purchase price for the Property to be issued through the Closing Agent.

5. Encumbrances. Heiner hereby agrees that the conveyance of the Property to the City shall be free and clear of all liens and encumbrances except those specifically accepted by the City in writing. Heiner shall not create any lien or encumbrance on the Property after the date of this Agreement. Heiner hereby agrees to provide preliminary title reports on the Property, prepared by the Closing Agent, within fifteen (15) days of the date of this Agreement. Prior to closing, the City shall notify Heiner in writing of any title objections relating to the Property. Heiner shall thereafter cure the defect to which the City has objected prior to closing.

6. **Broker Commissions.** Heiner has engaged Henry Ihrig from Regal Realty to serve as its broker in this transaction. Any commissions which may be due and payable as a result of this transaction shall be satisfied solely by Heiner and the City shall not be obligated to any broker or agent for real estate commissions due.

7. **Notices.** Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

HEINER: Clyde M. and Gail T. Heiner  
Trustees of the \_\_\_\_\_ Trust  
\_\_\_\_\_  
\_\_\_\_\_

City: Farmington City  
Attn: City Manager  
160 S. Main  
Farmington, UT 84025

Copy to: Hayes Godfrey Bell, P.C.  
Attn: Todd J. Godfrey  
2118 East 3900 South, #300  
Holladay, UT 84124

The City and Heiner may change their addresses by notice given as required above.

8. **Default.** If either party shall fail to comply with the terms of this Agreement, the non-defaulting party shall send written notice and provide a reasonable opportunity to cure, but not less than thirty (30) days. If the default is not cured within the time allowed, the defaulting party agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its rights hereunder.

9. **Time of the Essence.** It is agreed that time is of the essence of this Agreement.

10. **Successors and Assigns.** This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

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

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement.

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

“CITY”

FARMINGTON CITY

ATTEST:

[Signature]  
City Recorder

By: [Signature]  
Mayor

“HEINER”

CLYDE M. AND GAIL T. HEINER,  
Trustees of the \_\_\_\_\_ Trust

[Signature]  
Clyde M. Heiner

[Signature]  
Gail T. Heiner

CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

On the 25<sup>th</sup> day of June, 2019, personally appeared before me H. James Talbot, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

[Signature]

Notary Public

Residing at:

My Commission Expires:



HEINER ACKNOWLEDGMENT

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

On the 1 day of July, 2019, personally appeared before me **CLYDE M. HEINER** who being by me duly sworn, did say that he is signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



12/7/22

[Signature]  
Notary Public  
Residing at: [Signature]

HEINER ACKNOWLEDGMENT

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

On the 1 day of July, 2019, personally appeared before me **GAIL T. HEINER** who being by me duly sworn, did say that she is signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



12/7/22

[Signature]  
Notary Public  
Residing at: [Signature]

**EXHIBIT "A"**

**Property Description**

BEG ON N SIDE OF BURKE LANE AT PT 22.04 CHAINS N, 736.65 FT W FR SE COR OF  
SEC 13-T3N-R1W, SLM; TH N 5.50 RODS; TH W 6 RODS; TH S 5.50 RODS; TH E 6 RODS  
TO BEG. CONT. 0.19 ACRES

Parcel No. 08-054-0017

**DISCLOSURE & ACKNOWLEDGEMENT REGARDING  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

THIS IS A DISCLOSURE AND ACKNOWLEDGEMENT concerning the Property located at: 326 Park Ln Farmington, Utah 84025

\_\_\_\_\_ This document contains certain provisions required by federal law.

**LEAD WARNING STATEMENT**

- Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.
- Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.
- The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.
- A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SECTION 1: SELLER'S DISCLOSURE, ACKNOWLEDGMENT AND CERTIFICATION**

a) Presence of lead-based paint and/or lead-based paint hazards (check one box only):

i.  Known lead-based paint and/or lead-based paint hazards are present in the Property (explain)

CH ii.  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

b) Records and reports available to the seller (check one box only):

i.  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

26 ii.  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

c) Seller has attached the EPA pamphlet *Protect Your Family from Lead in Your Home* to this document.

d) Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the information is true and accurate.

e) For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Alyde M Heiner \_\_\_\_\_  
(Seller's Signature) (Date) 7/1/19

Sail T. Heiner \_\_\_\_\_  
(Seller's Signature) (Date) 07/01/19

**SECTION 2: SELLER'S AGENT ACKNOWLEDGEMENT**

Seller's Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

[Signature] \_\_\_\_\_  
(Agent's Signature)

7/1/2019 \_\_\_\_\_  
(Date)

**SECTION 3: BUYER'S ACKNOWLEDGEMENT AND CERTIFICATION**

a) Buyer has received copies of all information listed above.

b) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

c) Buyer has (initial one box only):

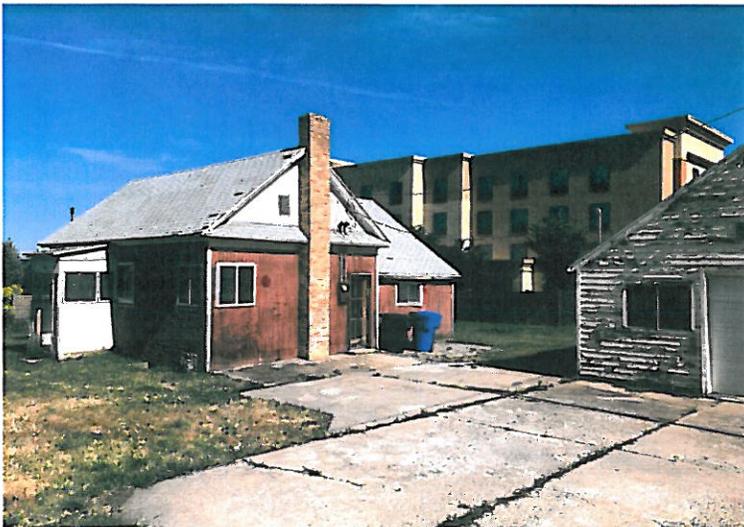
(i)  a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. **If this box is initialed, the REPC must include the Lead-Based Paint Addendum; OR**

(ii)  by initialing this box, waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

d) Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the information is true and accurate.

Shane E Pace \_\_\_\_\_  
(Buyer's Signature) (Date) July 3, 19

\_\_\_\_\_  
(Buyer's Signature) (Date)



CITY COUNCIL AGENDA

For Council Meeting:  
July 16, 2019

**S U B J E C T: Amendment to Agreement with Davis County regarding Jail Expansion**

**ACTION TO BE CONSIDERED:**

Discussion Only

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

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

SHANE PACE  
CITY MANAGER

To: Mayor & Council  
From: Shane Pace   
Date: July 11, 2019  
Subject: Amendment to Jail contract

Davis County has decided to expand the medical facilities in the Jail. This expansion is important to improve the health conditions for inmates. You recently attended a tour of their facilities and watched a presentation by Curtis Koch and Sheriff Kelly Sparks detailing the need for the expansion. In order for the County to expand, it will need to go through a conditional use process and also amend its agreement with Farmington City that placed a limit on the number of beds in the facility.

Attached is a draft amendment prepared by our City Attorney Todd Godfrey for your review. We want to discuss this amendment in City Council meeting on July 16<sup>th</sup> and receive your feedback. There will be some concern from the public about expansion. We want to make sure we can answer any questions the public may have during the conditional use process. Currently this proposed expansion only allows 20 new beds specifically for medical purposes.

We are not asking for a decision on Tuesday night. We only want to receive any recommendations you might have to change the amendment and allow the County to start moving through the conditional use process.

**AMENDMENT TO THE  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN FARMINGTON CITY AND DAVIS COUNTY  
FOR  
DAVIS COUNTY CORRECTIONS FACILITY EXPANSION**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the \_\_\_\_ day of June, 2019, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **DAVIS COUNTY**, a political subdivision of the State of Utah, hereinafter referred to as the “County.”

A. The parties have previously entered into that certain Interlocal Cooperation Agreement between Farmington City and Davis County for the Davis County Correctional Facility Expansion dated April 24, 2002, (the “2002 Agreement”).

B. The County has asserted a critical need for expansion of the jail facility, citing the need for an additional inmate beds.

C. The City, in reliance on the County’s assertion, and balancing the interests of the public, has determined that a limited expansion of the jail facilities is appropriate.

D. The Parties, understanding the critical need for inmate beds, now desire to enter this Amendment to the 2002 Agreement.

**AMENDED TERMS**

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

1. **Amended Conditional Use Permit.** The City hereby agrees to process an application to amend the County’s Conditional Use Permit consistent with the Land Use Regulations of the City and the State of Utah and to do so without undue delay. County hereby agrees that the application for an Amended Conditional Use Permit shall only request such changes as are necessary to accommodate the additional inmate beds. The County shall comply with the conditions and requirements contained in the Conditional Use Permit which may be issued by the City and with all applicable ordinances and development standards including, but not limited to, conformance with any site development standards set forth in the Farmington City Municipal Code and the Final Amended Site Plan as approved by the Farmington City Planning Commission. This Paragraph 1 shall replace, in its entirety, Paragraph 1 of the 2002 Agreement.

2. **Inmate Bed Limitations.** Paragraph 2 of the 2002 Agreement is hereby amended to replace the total number of beds set forth in that Agreement to read as follows:

Current jail beds	_____ beds
Davis County Work Center (First Floor Only)	_____ beds

Expanded housing unit beds \_\_\_\_\_ beds

Total \_\_\_\_\_ beds

A. The former Davis County jail facilities located adjacent to the Davis County Courthouse at 50 East State Street in the City shall not be used for incarceration purposes and no inmate beds shall be located therein.

B. The County shall obtain a conditional use permit from the City for any expanded facilities related to the Davis County Justice Complex.

C. It is intended by this Agreement that the County shall meet its future building needs for inmate beds in excess of the foregoing limitations at locations outside of the City limits and outside of those areas which the City has designated in the annexation policy plan adopted by the City, which areas are shown in Exhibit "C" attached hereto and by this reference made a part hereof, unless this Agreement has been amended in writing and signed by the parties hereto.

3. **All Other Provisions Not Affected.** All other terms and provisions of the 2002 Agreement shall remain in full force and effect, without amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be deemed an original, as of the day and year first above written.

**"CITY"**

**FARMINGTON CITY**

ATTEST:

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

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

**"COUNTY"**

**DAVIS COUNTY**

ATTEST:

\_\_\_\_\_  
Curtis Koch, County Clerk/Auditor

By: \_\_\_\_\_  
Randy B. Elliott, Commission Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Farmington City Attorney

\_\_\_\_\_  
Deputy Davis County Attorney

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B. The County has asserted a critical need for expansion of the jail facility, citing the need for an additional inmate beds.

C. The City, in reliance on the County’s assertion, and balancing the interests of the public, has determined that a limited expansion of the jail facilities is appropriate.

D. The Parties, understanding the critical need for inmate beds, now desire to enter this Amendment to the 2002 Agreement.

**AMENDED TERMS**

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Expanded housing unit beds \_\_\_\_\_ beds

Total \_\_\_\_\_ beds

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B. The County shall obtain a conditional use permit from the City for any expanded facilities related to the Davis County Justice Complex.

C. It is intended by this Agreement that the County shall meet its future building needs for inmate beds in excess of the foregoing limitations at locations outside of the City limits and outside of those areas which the City has designated in the annexation policy plan adopted by the City, which areas are shown in Exhibit "C" attached hereto and by this reference made a part hereof, unless this Agreement has been amended in writing and signed by the parties hereto.

3. **All Other Provisions Not Affected.** All other terms and provisions of the 2002 Agreement shall remain in full force and effect, without amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be deemed an original, as of the day and year first above written.

**"CITY"**

**FARMINGTON CITY**

ATTEST:

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

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

**"COUNTY"**

**DAVIS COUNTY**

ATTEST:

\_\_\_\_\_  
Curtis Koch, County Clerk/Auditor

By: \_\_\_\_\_  
Randy B. Elliott, Commission Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Farmington City Attorney

\_\_\_\_\_  
Deputy Davis County Attorney

**AMENDMENT TO THE  
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BETWEEN FARMINGTON CITY AND DAVIS COUNTY  
FOR  
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- B. The County has asserted a critical need for expansion of the jail facility, citing the need for an additional inmate beds.
- C. The City, in reliance on the County’s assertion, and balancing the interests of the public, has determined that a limited expansion of the jail facilities is appropriate.
- D. The Parties, understanding the critical need for inmate beds, now desire to enter this Amendment to the 2002 Agreement.

**AMENDED TERMS**

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1. **Amended Conditional Use Permit.** The City hereby agrees to process an application to amend the County’s Conditional Use Permit consistent with the Land Use Regulations of the City and the State of Utah and to do so without undue delay. County hereby agrees that the application for an Amended Conditional Use Permit shall only request such changes as are necessary to accommodate the additional inmate beds. The County shall comply with the conditions and requirements contained in the Conditional Use Permit which may be issued by the City and with all applicable ordinances and development standards including, but not limited to, conformance with any site development standards set forth in the Farmington City Municipal Code and the Final Amended Site Plan as approved by the Farmington City Planning Commission. This Paragraph 1 shall replace, in its entirety, Paragraph 1 of the 2002 Agreement.
2. **Inmate Bed Limitations.** Paragraph 2 of the 2002 Agreement is hereby amended to replace the total number of beds set forth in that Agreement to read as follows:

Current jail beds	_____	beds
Davis County Work Center (First Floor Only)	_____	beds

Expanded housing unit beds \_\_\_\_\_ beds

Total \_\_\_\_\_ beds

A. The former Davis County jail facilities located adjacent to the Davis County Courthouse at 50 East State Street in the City shall not be used for incarceration purposes and no inmate beds shall be located therein.

B. The County shall obtain a conditional use permit from the City for any expanded facilities related to the Davis County Justice Complex.

C. It is intended by this Agreement that the County shall meet its future building needs for inmate beds in excess of the foregoing limitations at locations outside of the City limits and outside of those areas which the City has designated in the annexation policy plan adopted by the City, which areas are shown in Exhibit "C" attached hereto and by this reference made a part hereof, unless this Agreement has been amended in writing and signed by the parties hereto.

3. **All Other Provisions Not Affected.** All other terms and provisions of the 2002 Agreement shall remain in full force and effect, without amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be deemed an original, as of the day and year first above written.

**"CITY"**

**FARMINGTON CITY**

ATTEST:

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

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

**"COUNTY"**

**DAVIS COUNTY**

ATTEST:

\_\_\_\_\_  
Curtis Koch, County Clerk/Auditor

By: \_\_\_\_\_  
Randy B. Elliott, Commission Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Farmington City Attorney

\_\_\_\_\_  
Deputy Davis County Attorney

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN FARMINGTON CITY AND DAVIS COUNTY  
FOR  
DAVIS COUNTY CORRECTIONAL FACILITY EXPANSION**

This agreement is made and entered into this date by and between FARMINGTON CITY, a Utah municipal corporation which shall be called "City" in this agreement, and DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called "County" in this agreement.

**RECITALS**

This agreement is made and entered into by and between the parties based, in part, upon the following recitals:

A. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, *Utah Code Ann.*, to enter into this interlocal co-operation agreement.

B. The County through its governing body and Davis County Sheriff's Office is enabled and mandated by §§ 17-5-239, 17-22-2(1), and 17-22-4, *Utah Code Ann.*, to build, maintain, and keep a County jail.

C. The County owns certain real property ("Property") together with the improvements located on it which include the Davis County Sheriff's Office, Davis County Correctional Facility ("Facility"), and Davis County Work Center ("Center"). This property comprises part of the Davis County Criminal Justice Complex ("Complex") and is located at 800 West State Street within the city limits of the City. The legal description of that property is set forth in the attached Exhibit "A" which is incorporated into this agreement by reference.

D. The County has a need and desires to expand the Davis County Correctional Facility

on its property by the construction of additional housing units and expansion of related kitchen, laundry, and visitation facilities.

E. The County proposes to build the additional housing units and related kitchen, laundry, and visitation facilities in the maximum amount allowable within the constraints of the remaining buildable area adjacent to the current complex as depicted in the attached Exhibit "B" subject to final approval by the Farmington City Planning Commission.

F. The County and the City previously entered into an interlocal cooperation agreement dated December 12, 1997, which is designated as Davis County Contract No. 97-384, providing for the issuance of a conditional use permit for the Center. That agreement was recorded with Entry Number 1729454 in Book 2985 at Pages 206-215 in the public records in the Office of the Davis County Recorder on February 14, 2002. That prior agreement provided that the total number of beds for the Facility and Center, including future beds, would be limited to 680 beds.

G. As circumstances and requirements have changed and taking into consideration current factors such as, but not limited to, costs and time constraints, the parties agree that a new interlocal agreement is appropriate and reasonable for the approval by the City of the use of the property for the construction of additional housing units and related kitchen, laundry, and visitation facilities as part of the Facility.

H. The County has requested the City to enter into this agreement which shall replace and supersede the prior agreement and to permit the County to increase the maximum number of inmate beds in the Facility and to construct additional housing units and related kitchen, laundry, and visitation facilities.

I. The parties acknowledge that the Facility and any expansion to it may result in significant impacts on the City which must be mutually addressed as provided in this agreement. The parties desire to coordinate and cooperate, as appropriate, with each other in addressing their respective needs and accomplishing their objectives.

J. It is not the present intention of the County to expand the Facility or any related kitchen, laundry, or visitation facilities west into those areas which presently comprise the Davis County Fair Park.

K. It is not the present intention of the County to seek to meet its future building needs for inmate beds in excess of the limitations stated in this agreement within the City limits.

L. The parties desire to reduce their respective understandings and agreement to writing in the form of this agreement.

### **AGREEMENT TERMS**

NOW THEREFORE, in consideration of the mutual terms set forth in this agreement, the parties hereto do hereby agree as follows:

1. **Conditional Use Permit Approval**

A. A conditional use permit will be approved by the Farmington City Planning Commission pursuant to Application No. C-2-02 submitted by the County to the City for the use of the subject property described in Exhibit "A" and the use of the property and the construction of the proposed additional housing units and related kitchen and laundry facilities for that expanded housing as described and at the location depicted in Exhibit "B".

B. The conditional use permit shall contain the terms and requirements set forth in this

agreement and other applicable land use conditions and terms but not include terms or conditions beyond land use matters.

C. The County shall comply with the conditions and requirements contained in the conditional use permit and with all applicable ordinances and development standards including, but not limited to, conformance with the *Site Development Standards* contained in the *Farmington Municipal Code*, and the final site plan as approved by the Farmington City Planning Commission.

**2. Inmate Bed Limitations**

A. The parties agree that the following limitations on inmate beds in the City, except for necessary temporary double bunking, shall apply to the current Facility, Center, and this project for the expansion of the jail inmate housing units and related kitchen, laundry, and visitation facilities as well as any future projects for the expansion of the jail inmate housing units within the City limits:

Current jail beds	376 beds
Davis County Work Center (first floor only)	120 beds
Expanded housing unit beds	<u>400 beds</u>
Total	896 beds

B. The former Davis County jail facilities located at the Davis County Court House, 50 East State Street, in Farmington shall not be used for incarceration purposes and no inmate beds shall be located therein.

C. Nothing in this agreement shall prohibit the County from applying for nor the City issuing a conditional use permit for any other expanded facilities at the Complex.

D. The County understands the concerns of the City regarding any further future expansion of the Facility or additional related building projects upon the Property or within the City. Although the County does not have any present intent or plans for such expansion or building

projects, the parties are aware that as circumstances and needs change in the future, consideration will need to be given to such expansion and projects. In that event, the parties agree to confer and cooperate in determining what would be appropriate and reasonable at that time.

**3. Schedule**

In recognition of the scale of the current proposed project for the construction of the expanded housing units kitchen and laundry facilities and the probability of increases in costs as time passes, the City agrees to process the implementation of this agreement and the approval of the final plan as expeditiously as reasonably possible.

**4. Jail Impacts**

A. The parties acknowledge that the location and the expansion of the Facility, Davis County Sheriff's Office, Center, and Complex within the City will have certain impacts which need to be addressed. Some of the anticipated impacts will include traffic, inmate transportation, security, buffering needs, and other community concerns.

B. The Davis County Sheriff has established two hoc advisory councils comprised of representatives of the Davis County Sheriff's Office and other local entities and volunteer citizens groups of the County:

(1) The Davis County Sheriff's Community Council serves as an advisory group which considers general law enforcement issues throughout the County and makes recommendations on those issues to the Sheriff.

(2) The Davis County Sheriff's Jail Community Council serves as an advisory group which considers issues related to the Facility, including those described above,

and makes recommendations on those issues to the Sheriff.

C. The County agrees to request the Sheriff to appoint two citizens of Farmington City to serve on each of these councils or any successor or future similar councils or committees .

5. **Farmington Creek Trail**

The County agrees that:

A. The City's existing trail easement along Farmington Creek which traverses across the property shall continue in full force and effect.

B. The County will take no action to restrict or terminate this easement without the prior written consent of the City.

C. The County will cooperate with the City to assure that this trail will continue to serve as a buffer between the jail structures, uses, kitchen, and laundry activities north of Farmington Creek and non-jail uses on those lands south of the Farmington Creek Trail.

6. **Assignability**

This agreement is not assignable by either party.

7. **Entire Agreement**

This agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this agreement and supersedes the prior interlocal agreement and any other agreements or understandings, whether written or oral, between the parties with respect to the subject matter of this agreement.

8. **Resolutions of Approval**

This interlocal cooperation agreement shall be conditioned upon the adoption by the

legislative body of each party of a resolution approving and authorizing this interlocal cooperation agreement as required by law. A copy of each resolution shall be attached to this agreement and made a part of it by reference.

9. **Effective Date and Term**

A. This agreement shall be effective as of April 24, 2002.

B. The term of this agreement shall continue for a term of fifty (50 years) from its effective date.

10. **Amendment**

This agreement shall be amended only as the parties may mutually determine appropriate by a written instrument duly signed and approved by both parties.

11. **Termination**

This agreement shall continue in effect until terminated by the mutual consent of the parties or upon the expiration of its terms, whichever occurs first.

12. **No Legal Entity or Property**

A. No separate legal entity is created by this agreement.

B. There shall be no real or personal property acquired jointly by the parties as a result of this agreement.

13. **Severability**

If any portion of this agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4. Authority to Sign

The individuals executing this agreement on behalf of the parties confirm and represent that they are duly authorized representatives of the respective parties and are lawfully enabled to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, on the dates indicated by the signatures of the respective parties.

FARMINGTON CITY

By:   
David M. Connors  
Mayor, City of Farmington  
Date: April 24, 2002

ATTEST:

  
Margy Lomax  
Farmington City Recorder

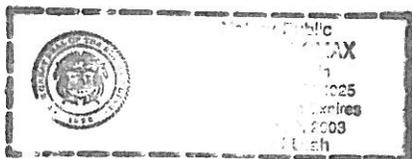


Approved as to form:  
  
Farmington City Attorney

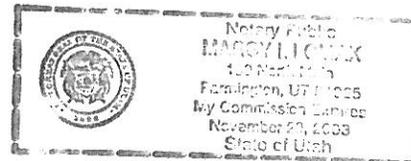
**Acknowledgment**

STATE OF UTAH )  
 )  
COUNTY OF DAVIS )

On the 24 day of April, 2002, personally appeared before me DAVID M. CONNORS, who being duly sworn, did say that he is the mayor of Farmington City, a municipal corporation of the State of Utah, and that the foregoing Interlocal Cooperation Agreement for the Davis County Correctional Facility Expansion was signed in behalf of the City by authority of its governing body and said David M. Connors acknowledged to me that the City had executed the same.



Margollic Max  
Notary Public



DAVIS COUNTY

By: Carol R. Sage for  
Dannie R. McConkie, Chairman  
Davis County Board of County Commissioners  
Date: \_\_\_\_\_, 2002

ATTEST:

Steve S. Rawlings  
Steve S. Rawlings  
Davis County Clerk/Auditor

**Attorney Approval**

The undersigned, the authorized attorney of Davis County, approves the foregoing interlocal cooperation agreement as to form and compatibility with state law.

Dated: April 22, 2002

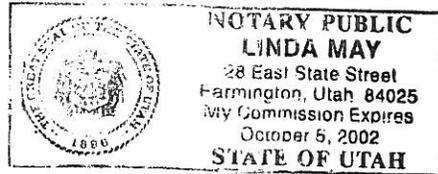
[Signature]  
Deputy Davis County Attorney

**Acknowledgment**

STATE OF UTAH            )  
                                          )  
COUNTY OF DAVIS        )

The foregoing Interlocal Cooperation Agreement for the Davis County Correctional Facility Expansion was acknowledged before me this 23<sup>rd</sup> day of April, 2002, by ~~Dannie R. McConkie as the Chairman of the Board of County Commissioners of Davis County, Utah,~~ and attested by Steve S. Rawlings as the Davis County Clerk/Auditor.

Linda May  
Notary Public



RESOLUTION 2002- 24

A RESOLUTION OF THE CITY COUNCIL OF FARMINGTON CITY  
AUTHORIZING THE EXECUTION OF AN INTERLOCAL  
COOPERATION AGREEMENT BETWEEN FARMINGTON CITY AND  
DAVIS COUNTY PERTAINING TO EXPANSION OF THE DAVIS  
COUNTY CORRECTIONAL FACILITY LOCATED IN FARMINGTON,  
UTAH.

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code Annotated* § 11-13-1, *et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative purposes; and

WHEREAS, Farmington City and Davis County desire to enter into a cooperative agreement pursuant to the Interlocal Cooperation Act to provide for expansion of the Davis County Correctional Facility and to address certain matters related thereto;

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

**Section 1. Agreement Approved.** The City Council of Farmington City hereby accepts and approves the attached Interlocal Cooperation Agreement between Farmington City and Davis County providing for the expansion of the Davis County Correctional Facility and certain matters related thereto.

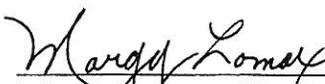
**Section 2. Mayor Authorized to Execute.** The City Council of Farmington City hereby authorizes the Mayor to sign and execute the attached Interlocal Cooperation Agreement for and on behalf of Farmington City.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 24<sup>TH</sup> DAY OF APRIL, 2002.

ATTEST:

FARMINGTON CITY

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

By:   
\_\_\_\_\_  
David M. Connors, Mayor

DAVIS COUNTY

RESOLUTION NO. 2002- 097

**A RESOLUTION APPROVING AN INTERLOCAL CO-OPERATION AGREEMENT BETWEEN DAVIS COUNTY AND FARMINGTON CITY FOR THE DAVIS COUNTY CORRECTIONAL FACILITY EXPANSION**

The Board of County Commissioners of Davis County, Utah, in a regular meeting, lawful notice of which has been given, finds that it is reasonable, appropriate, as well authorized by state law that an Interlocal Co-operation Agreement be entered into by and between Davis County and Farmington City regarding the Davis County Correctional Facility Expansion for the building of additional inmate housing units and related kitchen, laundry, and visitation facilities at the Davis County Justice Complex, and that it is in the best interest of Davis County that such an agreement be made.

THEREFORE, the Board of County Commissioners of Davis County, Utah, hereby adopts the following resolution:

BE IT RESOLVED that

**Section 1: APPROVAL OF AGREEMENT**

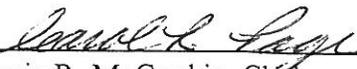
The interlocal co-operation agreement between Davis County and Farmington City regarding the Davis County Correctional Facility Expansion for the building of additional inmate housing units and related kitchen, laundry, and visitation facilities at the Davis County Justice Complex, which is attached to this resolution as Attachment "A", is hereby approved and the Chairman of the Board of County Commissioners is authorized execute the agreement for and on behalf of Davis County.

**Section 2: EFFECTIVE DATE**

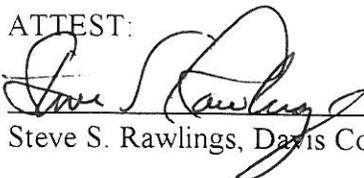
This resolution shall become effective immediately upon its adoption.

This resolution was adopted by the Board of County Commissioners of Davis County, Utah, on April 23<sup>rd</sup>, 2002.

DAVIS COUNTY

By:   
Dannie R. McConkie, Chairman  
Davis County Board of County Commissioners

ATTEST:

  
Steve S. Rawlings, Davis County Clerk/Auditor

DAVIS COUNTY  
RESOLUTION NO. 2002-096

The Board of County Commissioners of Davis County, Utah, in a regular meeting, lawful notice of which has been given, finds that the City of Farmington has requested the support of Davis County in the City's dealings and efforts with the Utah Transit Authority and the Utah Department of Transportation in matters regarding public transportation and traffic in the vicinity of the Davis County Correctional Facility located within the City of Farmington limits; in seeking and obtaining a commuter rail stop within the City of Farmington and northbound bus service from the Davis County Justice Complex while retaining southbound bus service from the Davis County Justice Complex; and that it is appropriate and in the best interests of the citizens of Davis County and of Farmington City that the County give such support

THEREFORE, the Board of County Commissioners hereby adopts the following resolution:

BE IT RESOLVED that

**Section 1: Support of City Efforts**

Davis County shall, with reasonable and active efforts and encouragement, support the City of Farmington in the City's dealings and efforts with the Utah Transit Authority and the Utah Department of Transportation in matters regarding public transportation and traffic in the vicinity of the Davis County Correctional Facility located within the City of Farmington limits; in seeking and obtaining a commuter rail stop within the City of Farmington and northbound bus service from the Davis County Justice Complex while retaining southbound bus service from the Davis County Justice Complex; provided, however, that by this resolution the County is not assuming, joining in, or undertaking any financial or contractual obligations with respect to these matters.

**Section 2: Effective Date**

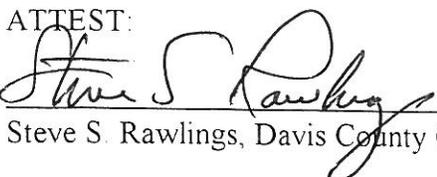
This resolution shall become effective immediately upon adoption.

This resolution was adopted by the Board of County Commissioners of Davis County, Utah, on the 23<sup>rd</sup> day of April, 2002.

DAVIS COUNTY

By:   
Dannie R. McConkie, Chairman  
Davis County Board of County Commissioners

ATTEST:

  
Steve S. Rawlings, Davis County Clerk/Auditor

CITY COUNCIL AGENDA

For Council Meeting:  
July 16, 2019

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

1. Approval of Minutes from June 4, 2019
2. Plat Amendment for Darren and Mari Kimoto (802 S Country Lane)
3. Stonebrook Farms Improvements Agreement

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

## FARMINGTON CITY COUNCIL MEETING

June 4, 2019

### WORK SESSION

*Present: Councilmembers Brett Anderson, Doug Anderson, Alex Leeman, Cory Ritz, and Rebecca Wayment; City Manager Shane Pace, City Planner Meagan Booth, City Recorder Holly Gadd, and Recording Secretary Lara Johnson*

*Excused: Mayor Jim Talbot and Community Development Director David Petersen*

Tour of the Business Park.

### REGULAR SESSION

*Present: Councilmembers Brett Anderson, Doug Anderson, Alex Leeman, Cory Ritz, and Rebecca Wayment; City Manager Shane Pace, City Planner Meagan Booth, City Recorder Holly Gadd, and Recording Secretary Lara Johnson*

*Excused: Mayor Jim Talbot and Community Development Director David Petersen*

### **CALL TO ORDER:**

Councilmember **Brett Anderson** called the meeting to order at 7:00 p.m.

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

The invocation was offered by **Cory Ritz** and the Pledge of Allegiance was led by **Doug Anderson**.

### **PUBLIC HEARINGS:**

#### **Rezone and Schematic Plan for Flatrock Ranch located at 600 N. 1525 W.**

**Meagan Booth** said Hamlet Homes is seeking to rezone 32 acres of property from A (Agriculture) and AA (Agriculture Very Low Density) to AE (Agricultural Estates). She said in the early 1900s, and perhaps even before then, the City designated this property on the General Plan as DR – development restrictions, very low density, and/or agricultural open space. On May 15, 2018, the City Council approved an amendment to the designation on the General Plan from DR to Rural Residential Density (RRD). This was done, in part (among other things), due to the decision of UDOT to establish the alignment of the WDC in close proximity to the area.

**Meagan Booth** said when this schematic plan first came before the Planning Commission, the application proposed 64 lots. She said since that time, the density has been lowered to 49 lots, which would include 5 TDR (Transfer of Development Rights) lots. She said the summary of the Planning Commission meetings are in the staff report.

**Meagan Booth** said the Planning Commission had concerns about the proposed park on the schematic plan near the power lines, but that the motion for the plan and rezone still passed.

**Michael Brodsky**, 308 E. 4500 S., Salt Lake City, owner of Hamlet Homes, said the yield plan presented is for 44 lots. The original plan he proposed was for 64 lots, which would require seeking approval for 20 TDRs. With the yield plan of 44 lots, he is requesting 5 TDRs bringing the total to 49 proposed lots. He said the Planning Commission made a recommendation to rezone the property as requested, but tabled it to allow for further discussion on the concept plan. He said he listened to the Planning Commission's comments, and amended the plan to address all questions raised. He said they lowered the density, added the park, included an HOA to maintain the open space and the park. He feels what is being presented is a very improved plan.

**Shane Pace** said he met with the developer regarding the 5 TDRs and agreed upon a price of \$9,500 for each TDR. He said that agreement will be brought before the Council at the next meeting.

***Brett Anderson opened the public hearing at 7:10 p.m.;***

**Bill Kimball**, 1980 W Buffalo Cir., said he came tonight to see what was happening on this property. He asked if the lots would be ¼ acre and if the lots would provide a transition from the 1-acre lots in his adjacent neighborhood. The councilmembers let him know the lots bordering his neighborhood would be closer to ½ acre lots, and that what is being proposed does include some lots just over 1/3 acre lots. **Bill Kimball** was pleased to hear the lot size that is being proposed, and said he is not opposed to this development.

***Brett Anderson closed the public hearing at 7:13 p.m.***

**Alex Leeman** said he is disappointed with what is being proposed. He said when he sat on the Planning Commission, there were two occasions that developers proposed development on this land for 2/3 of the density than what is now being proposed. He said at the time, the City was waiting for the WDC to finalize so the City could know the new location for the DR line. **Alex Leeman** said he is sad that the City missed the opportunity for a lower density development.

**Doug Anderson** said that he feels 49 is better than the originally proposed 64 lots; however, he said he still has concerns regarding the park. He said he is not comfortable with the park being under the power lines and being so close to 1525 W. He said he feels the park would be a great addition, but asked if it could be located somewhere else within the development. **Meagan Booth** pointed out that a trail connection will also be included, and having that connection closer to the street is better.

**Brett Anderson** asked if there are any concerns having power lines over a park. **Meagan Booth** said a park is ok to be located under powerlines, but homes are not. She also said that the playground itself would be located outside of the power lines' easement. **Michael Brodsky** also added that park would not be located directly under the power lines, but on the edge of it. He said he is proposing a fully improved ½ acre park, along with a trail connection. He felt it would be a good idea to have eyes on the park from the street in order to keep the park safer.

**Rebecca Wayment** said she has a couple of concerns with what is being proposed. The first concern is that there is only a finite number of TDRs within the City, and this applicant is requesting 5. She also asked for clarification on the open space requirement for the applicant. Based on the staff report, the applicant is required to have 30% open space as part of the conservation subdivision, in addition to 5 TDRs he is requesting. She expressed concern that the applicant will still fall short of the 30% open space requirement. She also expressed concern that the location of the park is troublesome as

she is not comfortable with it located by such a busy road and near the power lines. She does not like the idea that the park will be designated as open space just because the property would not be otherwise buildable. **Doug Anderson** agreed that he does not like the location of the park and feels it should not be included as open space since there are many concerns with it.

**Alex Leeman** said normally the City is happy with this kind of density; however, the City has tried to plan less dense subdivisions west of Station Park. He does not think this density is the right move for this area, especially because there is nothing close to .3 acres in the area. He said that he has seen other proposals with lower density than what is being proposed in the past, so he feels a developer could make a lower density development economically valuable. **Meagan Booth** pointed out that across the street is Chestnut Farms Phase IV, which mimics the density of what the developer is proposing.

**Cory Ritz** said that he is not as concerned over the density of the proposed development since the WDC will be coming through the area; however, he is concerned over the request for 5 TDRS to increase density. He said he also does not like the park under the power lines. He said he and the Mayor have discussed constrained land multiple times. **Cory Ritz** said he feels if the land cannot be developed then it should not be included into the open space calculations. **Shane Pace** said constrained land is allowed as part of the open space calculations because the Ordinance allows it.

**Brett Anderson** said he also has concerns about the number of lots that is being proposed. He said there was a big discussion over the recent Jerry Preston development, and his request for a TDR. He also said the compensation for that TDR seemed a lot more than what was agreed upon for these lots. **Shane Pace** said the cost for a TDR is lower right now. **Brett Anderson** said that if the City is not getting what is wanted, then he feels the City may not know if it wants the TDRs. He feels the City should get a sufficient return for the requested TDRs, if approved.

The councilmembers further discussed their options. Without the 5 TDRs, the applicant would be entitled to 44 lots based on the yield plan for a conservation subdivision, but that a 30% open space requirement would still need to be met for additional density bonuses. **Alex Leeman** said he is comfortable with the density of the AE zone, but is not sure about the open space bonus because he feels the City is not getting what it wants. **Rebecca Wayment** said she is not comfortable rezoning the property to AE without the schematic plan. **Brett Anderson** expressed concern that each zone has exceptions, and he feels the rules of each zone should just be followed. **Alex Leeman** pointed out that the exceptions serve a purpose, but feels the exceptions may not be serving that purpose right now. **Cory Ritz** feels the currently proposed park would not be a serving a purpose because no one would want to play on it under the power lines and next to a busy road. **Shane Pace** pointed out that with a conservation subdivision, the yield plan allows for 44 lots and 30% open space. The applicant is not required to develop a park. He said it's important to consider this, as a developed park could be lost without the approval of the TDRs. He also said, based on the Ordinance, the property under the power lines could be considered toward the 30% open space requirement.

**Michael Brodsky** said he recognizes the Council is fairly contentious about the location of the park; he assured the Council that he could figure out a way to move the location of the park. He thought having the trail connection was important, but that the park can be moved. He made a commitment to redesign the layout of the park to be outside of the power lines and away from 1525 W.

**Brett Anderson** expressed concern that if the applicant makes too significant of changes to the layout of the project, the project would need to go back to the Planning Commission instead of stay with the City Council for approval. **Shane Pace** said it's a difficult thing to answer at this point because it will depend on where the park is placed and other changes made in order to accommodate. **Meagan Booth** suggested that the item could be tabled knowing that the Planning Commission discussed concerns with the location of the park, as found in the minutes from their meeting.

**Doug Anderson** asked about the location of the trail coming off of the WDC. **Shane Pace** said they do not have final plans for the West Davis Highway yet, so they are not yet sure the exact location of the trail.

**Rebecca Wayment** said her opinion comes down to the location of the park and how that benefits the community, and if the Council wants to use the TDRs for that park. **Alex Leeman** agreed that he is not comfortable approving this item as it stands. The other councilmembers agreed.

***Motion:***

**Cory Ritz** moved that the City Council table this item to allow the developer the opportunity to address some of the concerns expressed by the councilmembers on a revised schematic plan; and that if he chooses to do so, that the developer also submits another schematic plan option for consideration without the 5 TDRs. **Doug Anderson** seconded the motion, which was unanimously approved.

**NEW BUSINESS:**

**Cottle TDR and Trail Easement located at 1034 W. 500 S.**

**Shane Pace** said this lot was originally a one-acre lot that Alan Cottle anticipated building his own home on. Mr. Cottle has since decided not to do that, so he would like to subdivide the lot. The applicant is requesting a TDR, and the City would like a trail easement in return. He said the applicant did an analysis of the cost and profit for both options. Based on that analysis, the applicant makes less profit selling two lots than he would one lot. **Shane Pace** said the City has reviewed the analysis and feels the applicant is being accurate in it. He also said the applicant could sell the two lots immediately, but that the one-acre lot could take 3-6 months to sell.

**Shane Pace** said the benefit of this TDR is that the City could purchase a trail easement from him. He said this is not a TDR he would recommend, except that the City would get a trail easement through it, which would give the City trails for approximately 2/3 of Farmington Creek. He added that he would like to revisit TDRs and the value of them within the community, as well as a few ideas he has on reconsidering them in this market.

The applicant was not present at this meeting.

**Cory Ritz** said that the applicant purchased 3 developable parcels, and immediately started marketing for 4 building lots without going through the City's subdivision process. He said he passes by this property multiple times a day as he lives on this street. He said the parcel the applicant would like to subdivide is triangular; he is not sure how two homes could fit on each of those lots if this parcel was subdivided. He also said the applicant is marketing "unrestricted stream use" as part of the value proposition. He is unclear as to what the applicant means by this. **Cory Ritz** feels the City does not

“owe” the applicant 3 lots, and that he is ok using the D&RG trail and sidewalks on 500 S. in lieu of a trail easement on Mr. Cottle’s property. **Shane Pace** said yes, the applicant did market 4 parcels without going through the subdivision process. He also pointed out that if the sidewalk is used as the trail easement, there would be costs to purchase frontage to increase the sidewalk width from 4’ to 8’.

The councilmembers asked about the lot size if subdivided. **Shane Pace** said the parcel is 1.1 acres, so one lot would be approximately .59 acres and the other .51. He said one lot would be more triangular, but that there is still enough building envelope for a home. He said the lot would not accommodate all types of houses, but that would be for the future property owner to figure out.

**Doug Anderson** said that he respect’s Cory’s thoughts, but he does not have the same concerns about subdividing the property.

**Cory Ritz** asked how the City might still obtain the trail easement if this motion is not approved. **Shane Pace** said that the City would have to try and purchase the trail easement from the property owner that buys the 1-acre lot from Mr. Cottle. He said there is never a guarantee that a future property owner would be cooperative, or that Mr. Cottle would be cooperative prior to him selling his property if the subdivision is not granted. **Brett Anderson** said that he feels like the City should move forward in obtaining the trail easement if there is a willing participant.

***Motion:***

**Doug Anderson** moved that the City Council approve the enclose TDR and Trail Easement agreement with the Cottle Capital Group, LLC. **Alex Leeman** seconded the motion. Councilmembers **Doug Anderson, Alex Leeman** and **Rebeca Wayment** voted in favor of the motion. Councilmember **Cory Ritz** voted against it. The motion passed on a 3-1 vote.

**SUMMARY ACTION:**

1. Approval of Minutes from May 21, 2019
2. Professional Services Agreement with Shums Coda Associates
3. Voters Centers for Upcoming Elections

**Rebecca Wayment** moved, with a second from **Alex Leeman**, to approve summary action item 1 through 3 as contained in the staff report. The motion was approved unanimously.

**GOVERNING BODY REPORTS:**

**City Manager Report**

1. He welcomed Bob Anderson from the Farmington American Legion Post. **Shane Pace** said that after discussions with Mr. Anderson, it was decided to focus efforts on Veterans Day within the City, in lieu of both Veterans and Memorial Day. Mr. Anderson said he feels this will allow the City better opportunity to support the community. He also added appreciation for the support the City has provided in the past, especially the Parks and Rec department. He said the Farmington Post supports 4 cities, but that are happiest serving in the Farmington community.

2. He said tomorrow there is a conference call with Earth Economics regarding an ecosystem valuation on conservation easements in west Farmington. He said this valuation will cost a good amount of money, but that the value of the valuation will be tremendous.
3. He said there is an upcoming Flag Day activity.
4. He said they have narrowed the Finance Director Position down to two; he is checking references on both candidates.
5. He said there is a joint study between the Cities and the County regarding paramedic transfer, and what is the best approach for the Cities. He said the sheriff and four city managers are working together. He said the sheriff and his staff believe the current paramedic services may not be the most effective and efficient way to keep providing services to the County.
6. He said the City Attorney, Todd Godfrey drafted an amendment regarding the jail expansion. He said it will be discussed at a later time, but that he wanted to get it to the councilmembers right now to provide adequate time to review it prior to future discussions.

## City Council Reports

### Councilmember Rebecca Wayment

She said **Shane Pace** mentioned that he would like to have a discussion about TDRs; she said she would like to have that discussion sooner rather than later so there is a game plan in place moving forward.

She said it was also brought up that unusable space can be used toward open space requirements to qualify for density bonuses. She said she does not want to impede on individual property rights, but also would like to best utilize the property. This is something she would like to revisit within the Ordinance.

**Shane Pace** agreed; he said he believes there may be a lot of open space within the City that never could have been developed in the first place. He said there is a lot of wetlands that developers have been given credit for as open space; he feels that could be changed. **Alex Leeman** also pointed out that property owners most likely received compensation for power line easements, and then to have the property count as open space for higher density would be like "double dipping." He agreed that he too would like to discuss this.

### Councilmember Brett Anderson

He gave a report from the Taxing Entity Committee meeting. He said there was a discussion about all the reasons why a decision could not be delayed. He said the State cut off for all determinations to be made by taxing authorities is June 8<sup>th</sup>. If a decision is not made by June 8<sup>th</sup>, this proposed project would not be included into the RDA. He said as of right now, all assets in the RDA are bringing revenue to the City, but that it would be a moot point if a new RDA would have to be done. He said this decision is a big deal. He said the School Board came with the position that they were going to abstain from voting, but at one point left to have a private conversation to consult with others about how to vote. **Brett Anderson** said he felt Curtis Koch and Heidi did an excellent job in explaining why a decision needed to be made on this right now because if it is delayed, a whole new RDA would have to be done, and it would not have the

same pay back scale. He felt the discussion helped the School Board understand the decision better.

**Brett Anderson** said the School Board's vote is still in question, and that they are holding their own meeting on June 9<sup>th</sup> at the very last possible time. He said there have been conversations from other cities showing interest in this project coming to their city, but those cities may not be able to come up with a solution fast enough to allow for the construction of this project in a timely fashion.

**Brett Anderson** said the County already followed through on their budget resolutions by transferring money from the tourism fund to help cover costs. He said he feels this move shows the support from the County. He feels it is a good proposal before the City, which is why he was frustrated that there is the potential to jeopardize this opportunity with delays.

#### **CLOSE OF THE CITY COUNCIL MEETING/**

#### **CONVENE FARMINGTON RDA MEETING:**

##### ***Motion:***

At 8:18 p.m, **Alex Leeman** made a motion to close the City Council meeting and convene the Farmington RDA meeting. **Rebecca Wayment** seconded the motion, which was unanimously approved.

**Brigham Mellor** said during the last RDA meeting, a public hearing was held, but a vote was not taken. He said the City Council now has the opportunity to vote on the budget. He said the amendment will include \$4 million of additional tax increment. He said the City should be able to pay back most of the \$4 million this year, with approximately 10% left over to pay next year.

##### ***Motion:***

At 8:24 p.m, **Alex Leeman** made a motion to approve the amended RDA budget. **Doug Anderson** seconded the motion.

A roll call vote was taken with councilmembers Alex Leeman, Cory Ritz, Doug Anderson, Rebecca Wayment, and Brett Anderson voting in favor. The motion passed.

Mayor Jim Talbot was excused.

#### **CLOSE OF THE FARMINGTON RDA MEETING/**

#### **RECONVENE THE CITY COUNCIL MEETING:**

##### ***Motion:***

At 8:24 p.m, **Alex Leeman** made a motion to close the Farmington RDA meeting and reconvene the City Council meeting. **Rebecca Wayment** seconded the motion, which was unanimously approved.

#### **ADJOURNMENT**

##### ***Motion:***

At 8:25 p.m., **Doug Anderson** moved to adjourn the meeting.

---

**Holly Gadd**, Recorder



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

H. JAMES TALBOT  
MAYOR

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

SHANE PACE  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: David Petersen, Community Development Director  
Date: July 16, 2019  
SUBJECT: **PLAT AMENDMENT (Application #S-11-19)**

### RECOMMENDATION

Move that the City Council approve a request from Darren and Mari Kimoto to amend the Farmington Creek Estates Phase III Planned Unit Development First Amended Plat to combine the two parcels which comprise Lot 326-A (802 South Country Lane) as one lot subject to the applicant preparing an amended plat for recordation.

### Findings for Approval:

1. The amendment allows the Kimoto's to construct an accessory use (a swimming pool) on the same lot as the main use (a single-family home) in accordance with City ordinances.
2. A few years ago as approved by the City the applicant recorded a boundary adjustment for the purpose of combining the two parcels into one lot; however, despite following the direction of the City Attorney and the Davis County Recorder's office, such boundary adjustment does remove the property line separating the two parcels, but only identifies the same under one tax identification number. The proposed plat amendment will remove the property line as intended.
3. The plat amendment is allowing the owners full use of their property in a manner that has little to no impact on the surrounding neighborhood.

### BACKGROUND

In addition to the findings set forth above, the petition is signed by all the owners of property within the boundaries of the plat. Accordingly, a public hearing is not required by state law.

### Supplemental Information

1. Vicinity map.
2. Petition and information from applicant.

Respectfully Submitted

David Petersen

City Planner

Concur

Shane Pace

City Manager



# Farmington City Information

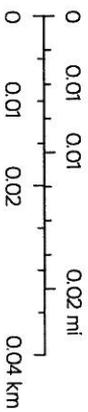


7/5/2019, 5:01:49 PM

 Farmington City Boundary  Parcels

Address Points

1:1,128



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Farmington City  
Microsoft

Darren Kimoto  
802 Country Ln  
Farmington UT, 84025

June 18, 2019

Farmington City  
Planning Department  
Dave Petersen

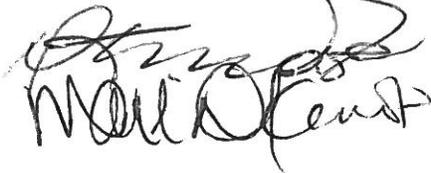
Dear Dave,

This letter is to officially request a Plat Amendment for Lot 326 a and b in Farmington Creeks Estates III. We request that the plat be amended and that both of our lots (326 a and b) be joined into one lot.

Thank you for your consideration in this matter.

Sincerely,

Darren and Mari Kimoto

Handwritten signatures of Darren and Mari Kimoto. The signature for Darren is written above the signature for Mari. Both signatures are in black ink and appear to be cursive.

Darren Kimoto  
802 Country Ln  
Farmington, UT 84025

June 18, 2019

Farmington City  
City Planning  
Dave Petersen

Dear Dave,

This letter is to officially request a Plat Amendment to combine lots 326 a and 326 b into one lot. Currently lot 326 a and lot 326 b in the Farmington Creeks Estates Phase III are two separate lots. We request that the plat be amended and that lot 326 a and 326 b, be combined into one lot, lot 326 removing the current lot line separating the two lots. Please see the enclosed exhibit.

Both adjacent property holders Marc Bell to the north and Andy McFarlane to the south, are signators, affirming that they will not oppose the requested plat amendment.

Thank you for attention in this matter.

Sincerely,

Darren Kimoto



Mari Kimoto



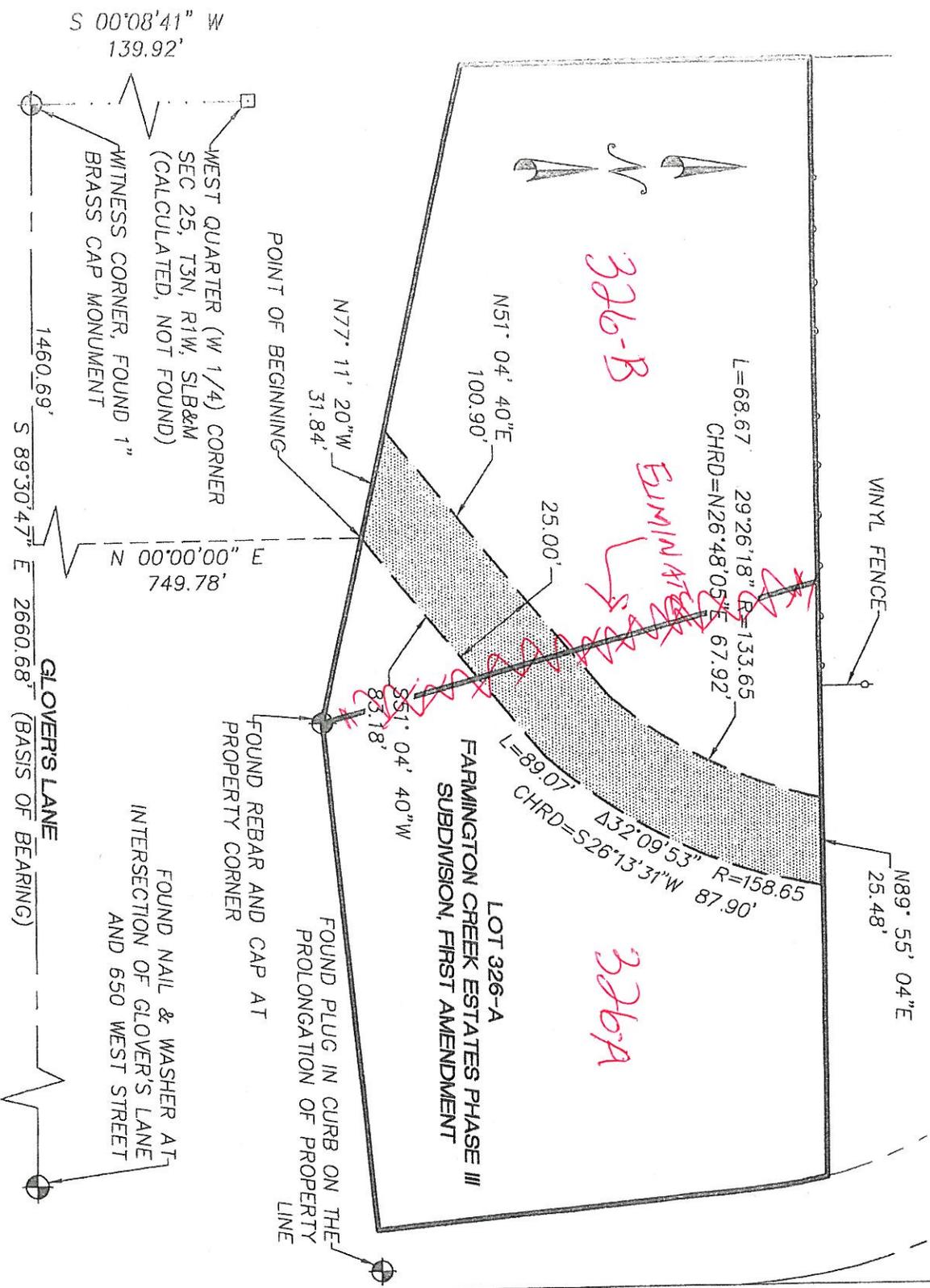
Marc Bell

772 Country Ln, Farmington, UT 84025

Andy McFarland

854 Country Ln, Farmington, UT 84025

6/18/19



326-B

326-A

*ELIMINATED*

NOT TO SCALE DATE: 6/13/2019	802 COUNTRY LANE FARMINGTON, UTAH 84025	25 SOUTH MAIN SUITE 200 CENTERVILLE, UTAH 84014 (801) 298-2401 REDCON.COM
COMPILED: PJR CHECKED: BEY	25.0' WIDE DRAINAGE EASEMENT EXHIBIT "B"	



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

H. JAMES TALBOT  
MAYOR

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

SHANE PACE  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: July 16, 2019

**SUBJECT: STONEBROOK FARMS IMPROVEMENTS AGREEMENT  
Escrow Deposit Account ZFN-3160996**

### RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Ivory Development, LLC and Zions Bank Corporation, N.A. dba Zions First National Bank for the above listed development.

### BACKGROUND

The bond estimate for the Stonebrook Farms Subdivision is \$207,644.19 which includes a 10% warranty bond. Ivory Development, LLC has submitted an Escrow Deposit Form Improvements Agreement with Zions Bank Corporation, N.A. dba Zions First National Bank to administer an escrow account for this project in the same amount.

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

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur,

Shane Pace  
City Manager

**FARMINGTON CITY  
IMPROVEMENTS AGREEMENT**

**(ESCROW DEPOSIT FORM)**

**THIS AGREEMENT** is made by and between Ivory Development, LLC (hereinafter "Developer"), whose address is 978 E Woodoak Lane SLC, UT, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and Zions Bank a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 1 SOUTH MAIN, SUITE 470, SLC UT 84133, (the "Depository").

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Stonebrook Farms, located at approximately 200E + Lund Lane in Farmington City, and

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

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

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

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

3. **Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$207,644.19 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number ZFN-3160996. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City

may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DEVELOPER:**

By: W. S. S.

Its: Secretary

**DEPOSITORY:**

By: [Signature]

Its: SENIOR VICE PRESIDENT

**CITY:**

FARMINGTON CITY CORPORATION

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

**ATTEST:**

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

**DEVELOPERS ACKNOWLEDGEMENT**

(Complete if Developer is an Individual)

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

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

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

\*\*\*\*\*

(Complete if Developer is a Corporation)

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

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

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

\*\*\*\*\*

(Complete if Developer is a Partnership)

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

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

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

\*\*\*\*\*

(Complete if Developer is a Limited Liability Company)

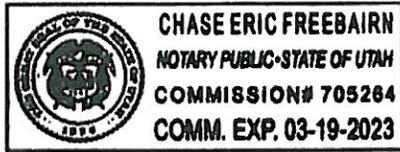
STATE OF UTAH )

COUNTY OF Salt Lake : ss.

On this 6th day of June, 2019, personally appeared before me Kevin Anglesey who being by me duly sworn did say that he or she is the Secretary of Ivory Development limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.



NOTARY PUBLIC  
Residing in Davis County, Utah

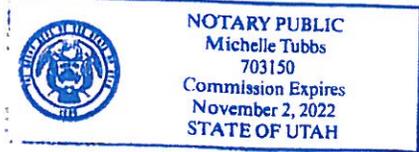


**DEPOSITORY ACKNOWLEDGEMENT**

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

On this 6<sup>th</sup> day of June, 2019, personally appeared before me Timothy P. Rocca, who being duly sworn did say that he/she is the 3VP of Zions Bancorporation National Association Corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Michelle Tubbs  
NOTARY PUBLIC  
Residing in Salt Lake County Utah



**CITY ACKNOWLEDGEMENT**

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

**SIGHT DRAFT**

To Drawee

\_\_\_\_\_, Utah \_\_\_\_\_  
\_\_\_\_\_

**Pay To The Order Of** FARMINGTON CITY CORPORATION on sight the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) drawn against Account No.  
\_\_\_\_\_.

FARMINGTON CITY CORPORATION

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

June 6, 2019

Farmington City  
Chad Boshell  
P.E. City Engineer  
720 West 100 North  
Farmington, Utah 84025

Re: Financial Assurance Agreement  
Ivory Homes I Ivory Development, LLC  
Stonebrook Farms

Chad:

Section 3 of the attached Agreement to Deposit and Maintain Escrow Security Deposit notes that an Escrow Security Deposit be established at the Depository Bank. Please be advised that in satisfaction of this requirement Zions Bancorporation, N.A. dba Zions First National Bank has set aside \$207,644.19 under a credit facility (account #ZFN-3160996) to the Ivory Companies for the purpose of a subdivision improvement bond in favor of Farmington City. These funds will only be released upon receiving written documentation from Farmington City pursuant to the agreement.

Please forward an executed copy of this letter acknowledging your acceptance and agreement to:

Zions First National Bank - Attn: Timothy Raccuia  
1 South Main Street  
Salt Lake City, Utah 84133

If you have any questions or concerns, please feel free to contact me by email at [Timothy.Raccuia@zionsbank.com](mailto:Timothy.Raccuia@zionsbank.com) or by phone at (801) 844-8151.

Sincerely,  
Zions Bancorporation, N.A. dba Zions First National Bank



Timothy Raccuia, Senior Vice President  
Commercial Real Estate

ACCEPTED AND AGREED TO BY:

Farmington City

By:  
Name:  
Title:  
Date:

Stonebrook Farms  
Bond Estimate  
6-4-2019

Storm Drain									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Connect to Existing		EA	\$ 2,500.00	\$ -		0	0	#DIV/0!	
15" RCP Pipe (Includes Bedding and Fill)		LF	\$ 38.00	\$ -		0	0	#DIV/0!	
18" RCP Pipe (Includes Bedding and Fill)		LF	\$ 45.00	\$ -		0	0	#DIV/0!	
Catch Basin Curb Inlet		EA	\$ 2,500.00	\$ -		0	0	#DIV/0!	
Inlet and Outlet Box for Detention Basin		EA	\$ 6,000.00	\$ -		0	0	#DIV/0!	
Combo Box	0.5	EA	\$ 4,700.00	\$ 2,350.00		0	0	0	
4' Manhole SD with Orifice Plate	0.1	EA	\$ 4,700.00	\$ 470.00		0	0	0	
4' Manhole UD and SD	0.5	EA	\$ 4,000.00	\$ 2,000.00		0	0	0	
Yard Drain Inlet Box		EA	\$ 1,500.00	\$ -		0	0	#DIV/0!	
12" ADS Pipe		LF	\$ 24.00	\$ -		0	0	#DIV/0!	
15" ADS Pipe		LF	\$ 26.00	\$ -		0	0	#DIV/0!	
8" SDR 35 UD		LF	\$ 34.00	\$ -		0	0	#DIV/0!	
Fence around Wet Land Area	0.5	LS	\$ 25,000.00	\$ 12,500.00		0	0	0	
SWPPP	0.25	LS	\$ 7,000.00	\$ 1,750.00		0	0	0	
Detention Basin	0.33	LS	\$ 15,000.00	\$ 4,950.00		0	0	0	
<b>Subtotal</b>				<b>\$ 24,020.00</b>					
<b>10% Warranty Bond</b>				<b>\$ 2,364.00</b>					
<b>Total</b>				<b>\$ 45,384.00</b>					

Sanitary Sewer									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Sewer Lateral		EA	\$ 1,500.00	\$ -		0	0	#DIV/0!	
Connect to Existing		EA	\$ 2,500.00	\$ -		0	0	#DIV/0!	
Sewer Manhole 4'	0.5	EA	\$ 3,100.00	\$ 1,550.00		0	0	0	
8" SDR-35 PVC Pipe		LF	\$ 34.00	\$ -		0	0	#DIV/0!	
<b>Subtotal</b>				<b>\$ 1,550.00</b>					
<b>10% Warranty Bond</b>				<b>\$ 8,618.00</b>					
<b>Total</b>				<b>\$ 10,168.00</b>					

Culinary Water									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Connect to Existing		EA	\$ 4,000.00	\$ -		0	0	#DIV/0!	
8" PVC C-900 DR 14 Culinary Water		LF	\$ 35.00	\$ -		0	0	#DIV/0!	
8" Gate Valve	0.5	EA	\$ 2,100.00	\$ 1,050.00		0	0	0	
8" Fittings		EA	\$ 600.00	\$ -		0	0	#DIV/0!	
Water Lateral		EA	\$ 1,500.00	\$ -		0	0	#DIV/0!	
Fire Hydrant	1	EA	\$ 4,700.00	\$ 2,350.00		0	0	0	
<b>Subtotal</b>				<b>\$ 3,400.00</b>					
<b>10% Warranty Bond</b>				<b>\$ 16,217.50</b>					
<b>Total</b>				<b>\$ 19,617.50</b>					

Road Improvements									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Clear and Grub		LS	\$ 20,000.00	\$ -		0	0	#DIV/0!	
Rough Grade		LS	\$ 22,000.00	\$ -		0	0	#DIV/0!	
Sawcut Asphalt		LF	\$ 4.00	\$ -		0	0	#DIV/0!	
Curb and Gutter w/ Base		LF	\$ 20.00	\$ -		0	0	#DIV/0!	
Sidewalk w/ Base	13880	SF	\$ 5.50	\$ 76,340.00		0	0	0	
ADA Ramp	6	EA	\$ 1,000.00	\$ 6,000.00		0	0	0	
12" Road Base		SF	\$ 1.60	\$ -		0	0	#DIV/0!	
3" Asphalt Road		SF	\$ 2.10	\$ -		0	0	#DIV/0!	
<b>Subtotal</b>				<b>\$ 82,340.00</b>					
<b>10% Warranty Bond</b>				<b>\$ 50,134.69</b>					
<b>Total</b>				<b>\$ 132,474.69</b>					

**Total Bond** \$ 207,644.19

Cash Deposits				
Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	79061	SF	\$ 0.20	\$ 15,812.20
Street Signs	5	EA	\$ 300.00	\$ 1,500.00
Street Lights	8	EA	\$ 3,200.00	\$ 25,600.00

CITY COUNCIL AGENDA

For Council Meeting:  
July 16, 2019

**S U B J E C T: City Manager Report**

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:  
July 16, 2019

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

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