

**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 review of the CRA 1 Project Area Plan 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, September 18, 2018, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

### **PRESENTATIONS:**

7:05 Presentation of Check to Huntsman Cancer Institute

7:10 Recognition of Brigham Mellor for his Dedicated Service on the City Council and Planning Commission

### **OLD BUSINESS:**

7:15 North Station Phase I Development Agreement & PMP – Ken Stuart

### **SUMMARY ACTION:**

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

7:45 Minute Motion Approving Summary Action List

1. Approval of Minutes from August 21, 2018
2. Approval of Minutes from September 4, 2018
3. Rock Mill Estates Subdivision Improvements Agreement Recommendation
4. Station Parkway Road Widening
5. 950 North Connector Road Preliminary Design
6. Housing GAP Coalition Resolution

**GOVERNING BODY REPORTS:**

7:50 City Manager Report

1. Executive Summary for Planning Commission held September 6, 2018

7:55 Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

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

DATED this 13th day of September, 2018.

**FARMINGTON CITY CORPORATION**

By:  \_\_\_\_\_  
Holly Gadd, City Recorder

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

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

## CITY COUNCIL AGENDA

For Council Meeting:  
September 18, 2018

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:  
September 18, 2018

**SUBJECT: Presentation of Check to Huntsman Cancer Institute**

**ACTION TO BE CONSIDERED:**

None.

**GENERAL INFORMATION:**

Tia Uzelac, Arts Coordinator will be presenting Sally Montgomery from the Huntsman Cancer Institute with a check.

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:  
September 18, 2018

**S U B J E C T: Recognition of Brigham Mellor for his Dedicated Service on the City Council and Planning Commission**

### ACTION TO BE CONSIDERED:

None.

### GENERAL INFORMATION:

Mayor Talbot will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:  
September 18, 2018

**S U B J E C T:** North Station Phase I Development Agreement & PMP – Ken Stuart

**ACTION TO BE CONSIDERED:**

See staff report for recommendation.

**GENERAL INFORMATION:**

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

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



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

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

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson, City Planner  
Date: September 18, 2018  
SUBJECT: **NORTH STATION PHASE I DEVELOPMENT AGREEMENT & PMP**  
Applicant: **Ken Stuart – Stay Farmington**

### RECOMMENDATION

Move that the City Council approve the schematic subdivision plan, and approve the enclosed development agreement and project master plan related thereto, subject to all applicable Farmington City development standards and ordinances, and the following conditions:

1. The applicant shall provide a trail or improve the existing trail along Haight Creek, subject to US Army Corp of Engineer approval;
2. The final development agreement is subject to final review and approval by the City Attorney.

### Findings for Approval

1. The development agreement allows the applicant to deviate from the underlying standards of Chapter 18 that do not apply to this particular application.
2. The proposed North Station Project Master Plan was completed through a design charrette involving unanimous stakeholder consensus; Phase I is consistent with this global plan.
3. The stakeholders for the charrette included the majority of property owners within the project area, neighboring property owners to the project area, the City, the County, and Stay Farmington.
4. The City Council has held a public hearing on multiple recommendations from the North Station Project Master Plan, including removing the large footprint building provision, and amending the regulating plan and related block size, and the City Council after review of the application has unanimously approved the requested modifications to Chapter 18 of the Zoning Ordinance; Phase I is consistent with these amendments.
5. The proposed North Station Development Agreement and Project Master Plan is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this district; including a fine grained mix of uses such as office, retail, and residential, an emphasis on bringing activity to the street and enhancing walkability, placing parking to the rear of buildings, creating public spaces and nodes, enhancing open space and connectivity, providing a live/work/play environment, etc. ; Phase I is consistent with this global plan.

6. The proposed North Station Project Master Plan has a good balance of residential and retail that will support the primary office use, which is the overarching intent of the OMU zone; Phase I is consistent with this global plan.
7. The North Station PMP proposes a nuanced continuum of development intensity with lower intensity development to the west, higher intensity development in the middle and along major roads, and commercial along the freeway and arterial roads, such as Shepard Lane, Burke Lane, and 1100 West. The continuum of development intensity provides a buffer between existing residential neighborhoods to the west, and places the highest intensity development near the future Shepard Lane interchange and I-15 to the east; Phase I is consistent with this global plan.
8. The fine-grained mixture of uses proposed in the North Station Project Master Plan creates a business district that is unique to the State of Utah and will create a vibrant employment base for Davis County that fosters a live/work/play environment; Phase I is consistent with this global plan.
9. The proposed North Station Project Master Plan will help to diversify and balance the City's tax structure through expanding its commercial property tax base, instead of relying too heavily on residential property and commercial sales tax; although Phase I is not commercial, it is the first step in the realization of North Station and initiates the process so the applicant can begin the larger project.

## **BACKGROUND**

At the **August 21, 2018** City Council meeting, this application was tabled to give the applicant time to meet with a working group, consisting of city staff, representatives of affected neighbors, and a representative of the City Council to resolve some of the issues related to height and buffering concerns. That working group met on August 28<sup>th</sup> and as a result, the applicant has provided an alternative (called Option "B") that addresses the points raised at the working group. The project master plan, which is an exhibit to the development agreement, has been revised to reflect Option "B". Additionally, as requested by the Council, the applicant has provided building elevations with height dimensions, elevations that illustrate the relationship of adjacent homes and the scale of the buffer, and perspectives illustrating the visual impact of the project; those have been included in the staff report as attachments. Option "B" includes two more townhomes, taking the total count from 71 to 73, but places the two-story master product on the western edge of the project, as requested by the City Council. By increasing the two-story master product from 10 (in Option "A") to 20 (in Option "B") the applicant had to increase the overall units by two to make up the difference in his *pro forma*.

## **CHARETTE**

In **November of 2016**, Chartwell Capital (they have since changed their name to Stay Farmington) and the City contracted with Urban Design Associates (UDA) to conduct a planning charrette which produced a conceptual master plan for the 220+ acres of property north of Shepard Creek, west of the UP tracks, east of the D&RG trail, and south of Shepard Lane. The charrette process involved receiving input from a number of stakeholders, including property owners within and adjacent to the project area, city staff, local elected officials, and representatives from Chartwell Capital. The end result was a 74-page master plan document intended to guide and inform the development of the future mixed-use office park, and included an overall illustrative plan (attached).

## **SMALL AREA MASTER PLAN**

Initially, as part of the Regulating Plan amendments reviewed in **April of 2017**, staff felt it prudent to present a conceptual land use plan prior to the Planning Commission and City Council's review of the

entire PMP application to allow for a more thorough and detailed review of the PMP by staff, while also getting a clear vote on component elements within the PMP, specifically the land uses proposed as it relates to the amount of high density residential, and related phasing of the PMP. However, after discussing the matter with the City Attorney, it was recommended that instead of conceptual land use approval, the City pursue a small area master plan for the project area as an amendment to the General Plan. The small area master plan was adopted by ordinance as a part of the General Plan in **May 2017**, and will better guide the future development of this mixed-use office district moving forward; this includes the proposed uses, densities, and general building layout.

## OVERALL PMP AND DEVELOPMENT AGREEMENT

Chartwell Capital applied for and received approval of an overall or “global” Project Master Plan (PMP) and development agreement from the City Council on **August 15, 2017**. The approved global PMP and development agreement were both consistent with the final results of the UDA charrette, the Regulating Plan zone text amendments, and the Small Area Master Plan that have all been approved by the City. Section 11-18-040 states:

*“C. Application For Development Agreement: Simultaneously with the application for a PMP, an applicant for a PMP involving at least twenty five (25) acres may apply for approval of a development agreement. In addition to the application requirements for a PMP, the applicant shall provide in narrative form a proposed development agreement including a specific description of the proposed uses and intensities of use proposed for the project area and a statement of the specific development standards proposed by the applicant to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. The proposed uses, densities and intensities of use shall be consistent with the requirements and purpose of the TOD mixed use districts, but the other proposed development standards may vary from those development standards set forth elsewhere in this chapter, this zoning title or this code. However, nothing herein shall be construed to allow any deviation from uniform construction codes or standards as set forth in this code. Any application information required by this section may be waived by the zoning administrator on the basis that the information is not necessary to review the proposed PMP and development agreement. (Ord. 2008-61, 12-9-2008)”*

The approved global PMP for Stay Farmington consisted of 88 acres of property; the purpose of that approved development agreement and PMP is to allow the developer to submit sub-PMPs for areas smaller than 25 acres, or sub-PMPs.

## NORTH STATION PHASE I – SUB-PMP & DEVELOPMENT AGREEMENT

The proposed North Station Phase I project master plan is a townhome project on the northern portion of Stay Farmington’s property, abutting the Kaysville border to the north and Haight Creek to the south. The applicant is proposing 71 townhomes in Option “A” or 73 townhomes in Option “B”, the majority of which face paseos and have alley loaded garages, with either two-story or three-story buildings. The project is proposing a spine road that moves from the southeast to the northeast of the property, and accesses 350 South in Kaysville. The western portion of the property that abuts the D&RG right-of-way has been purchased by Weber Basin Water Conservancy District for the purpose of building an aqueduct. In their review of this project, the DRC’s major issues were two points of access, obtaining necessary easements across the D&RG right of way, working with Kaysville to access their roads, and acquiring the necessary permits from outside agencies, such as FEMA, the US Army Corp of

Engineers, Davis County Flood Control, and the Bureau of Reclamation. These issues have either been resolved, or will have to be resolved at a later date.

The Site Plan and Architectural Review Committee (SPARC) also reviewed the proposed PMP and made several suggestions to the applicant regarding building placement, alley width, open space configuration, and connectivity. The current plan was revised to conform to the recommendations made by SPARC, and has incorporated most, if not all, of these suggestions.

Because this development is in the OMU zone, the applicant must invoke Section 140 of Chapter 18, allowing for a deviation of the underlying zone through a development agreement. The intent of Section 140 is to give the City an extra layer of regulatory control and to give property owners flexibility in a mutually beneficial manner. By memorializing the deviations from the underlying zone through a development agreement, it leads to a better designed project while giving property owners assurances, this process better meets the purpose and overarching goal of the mixed use district, including: the promotion of vibrant, mixed use, and pedestrian friendly environments.

The main reason that this PMP requires Section 140 is the use: residential uses are not allowed in the OMU zone. When the City created the OMU zone, they did so with the intent of creating a mixed-use office district, and their fear was that if they allowed *any* residential, then the area would become *all* residential, as residential is far easier and quicker to develop than commercial, particularly office, and can fill an entire tract of land within a few years. Because Davis County has a limited employment base, and Farmington City wants to create an area retaining employees in the County, it became important to the City to have oversight and control on allowing residential uses in the employment district on a case-by-case basis. The intent was to provide an alternative avenue that would allow for residential uses within the OMU zone through an alternative approval process. The reason for this is because as many experts have pointed out, including UDA and Kimley Horn as part of the charrette process, some residential uses within the employment district is important to its vitality and vibrancy. The UDA plan does show a significant amount of residential within the project area; however, the understanding has always been that in order to get the residential uses within the employment district, an applicant would have to utilize Section 140, which is what this PMP and development agreement are proposing to do.

The other deviations from Chapter 18 that the applicant is seeking flexibility through a development agreement are as follows:

- An amendment to the Regulating Plan (Approved 8.21.18)
- Buildings fronting a pedestrian walkway (Section 11-18-040(D)(1))
- Buildings not fronting the road (Section 11-18-040(B)(1))
- Defining the building height for residential uses (as residential is not allowed in the OMU zone, there are no height design standards set forth in the code)

At question is whether the Council feels that the use, design, layout, and character of the proposed project master plan warrants the City invoking Section 140 and entering into a development agreement allowing the deviations from the underlying OMU zone.

#### SCHEMATIC SUBDIVISION PLAN

The applicant is also requesting subdivision plan approval. The requirements for a subdivision schematic plan are minimal, and mostly intended to set the lot size and dimensions, the layout of the subdivision, and the circulation pattern. The attached schematic subdivision plan does meet all of these

standards. Additionally, a subdivision does not have to be residential or commercial, so the invocation of Section 140 and the subsequent development agreement do not have any bearing on the subdivision. In other words, because the application is in the OMU zone, it must comply with all of lot dimension standards as set forth therein. There is no lot size minimum in the OMU zone (in area), and the only dimensional requirement for a lot, that is not related solely to a building footprint and/or placement, is lot width. In the case of this project and the underlying OMU zone, the lot width must be between 25 and 300 feet. Each of the proposed lots conforms with this standard.

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At the **July 19, 2018** Planning Commission meeting, the discussion was largely centered around the height of the buildings, the buffer between the development and residential neighborhoods to the west, traffic, and infrastructure. Ultimately, the Planning Commission unanimously recommended the development agreement, project master plan, and subdivision schematic plan.

Supplemental Information

1. Vicinity Map
2. UDA Illustrative Plan
3. North Station Phase I Overall Site Plan (Option "A")
4. North Station Phase I Overall Site Plan (Option "B")
5. Exhibits Illustrating Scale, Visual Impact, and Relationship to Adjacent Neighbors
6. North Station Development Agreement
7. North Station Project Master Plan (Narrative)
8. North Station Project Master Plan (Graphic)

Applicable Ordinances

1. Title 11, Chapter 18 – Mixed Use District
2. Title 12, Chapter 6 – Major Subdivisions
3. Title 12, Chapter 7 – General Requirements for All Subdivisions

Respectfully Submitted



Eric Anderson  
City Planner

Concur



Dave Millheim  
City Manager

# Farmington City

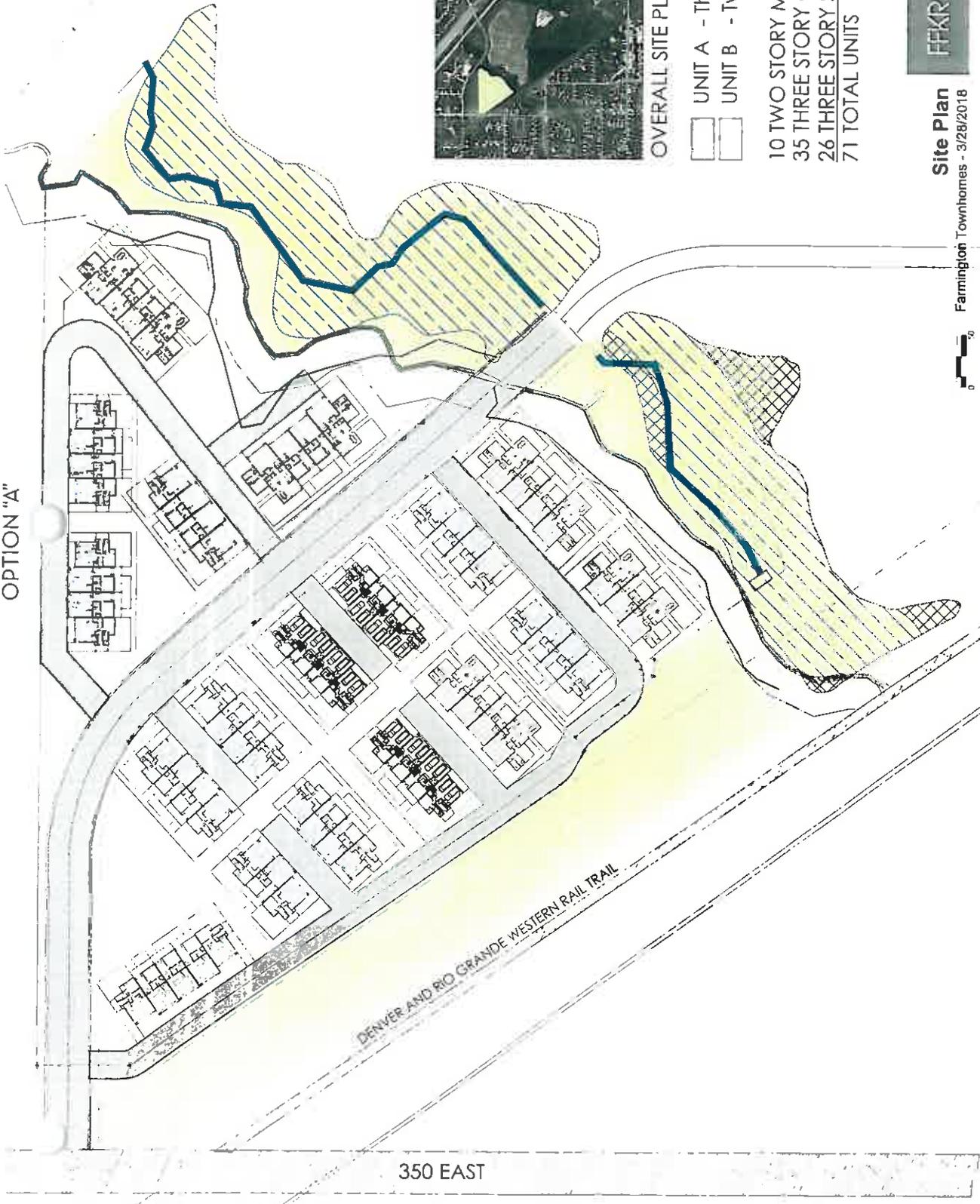




# ILLUSTRATIVE PLAN

1 DECEMBER 2016  
NORTH STATION MASTER PLAN | FARMINGTON, UTAH

OPTION "A"



OVERALL SITE PLAN

- UNIT A - Three Story
- UNIT B - Two Story Master

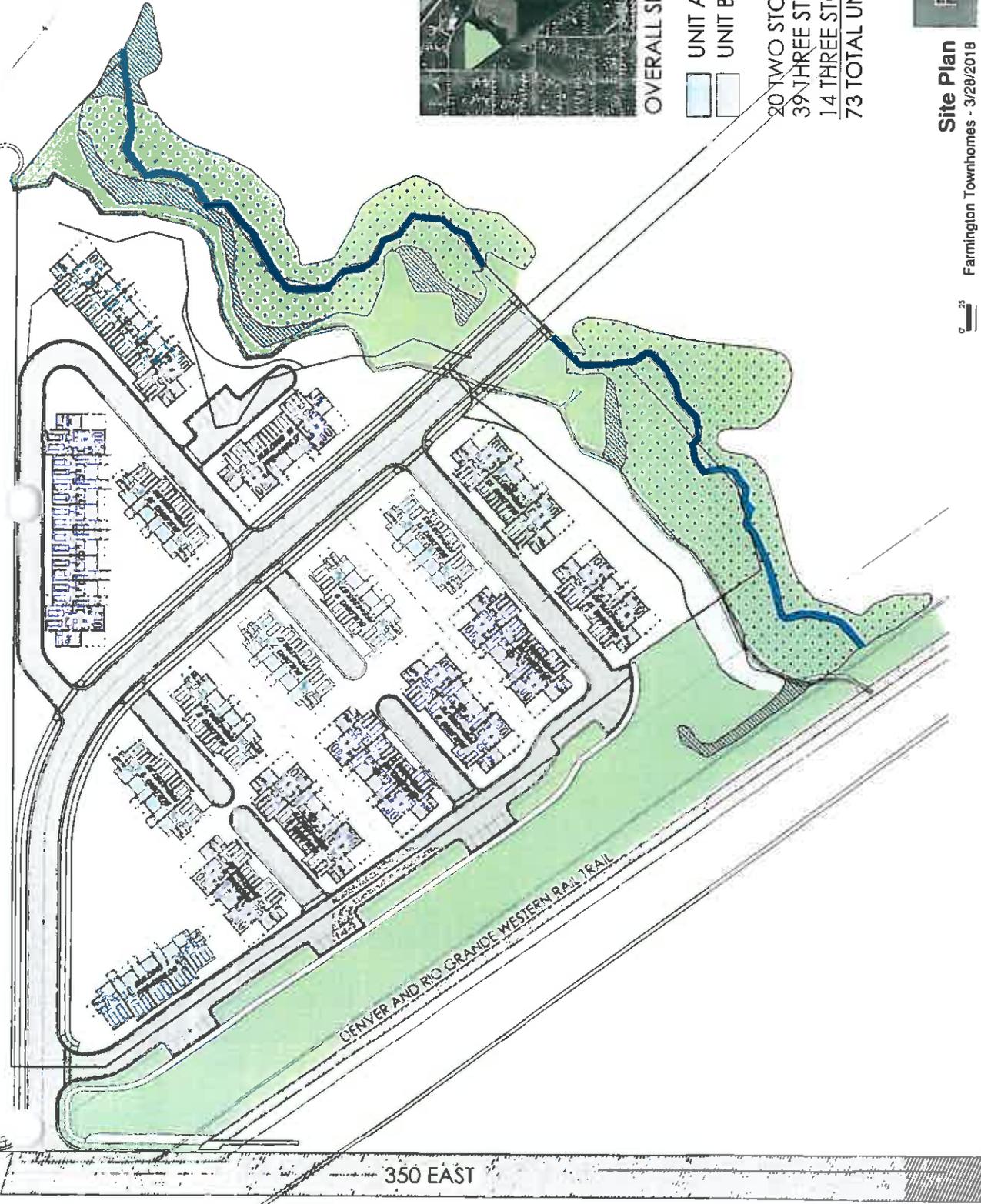
10 TWO STORY MASTER  
 35 THREE STORY CENTER  
 26 THREE STORY SIDE  
 71 TOTAL UNITS



Site Plan  
 Farmington Townhomes - 3/28/2018



OPTION "B"



350 EAST

DENVER AND RIO GRANDE WESTERN RAIL TRAIL



OVERALL SITE PLAN

- UNIT A - Three Story
- UNIT B - Two Story Master

20 TWO STORY MASTER  
 39 THREE STORY CENTER  
 14 THREE STORY SIDE  
 73 TOTAL UNITS

FFKR ARCHITECTS

Site Plan

Farmington Townhomes - 3/28/2018







Park City, Utah

© Google, Inc.

Street View - May 2016



918 N 2000 W  
Kaysville, Utah  
Google, Inc.  
Street View - May 2016

2200 S











Elevation of house on 350 East

# Haight Creek Townhome - Subdivision GRADING Exhibit



# Building Elevations

*Two Story Front and Rear Elevations*



BACK ELEVATION



FRONT ELEVATION



# Building Elevations

STAY FARMINGTON, LLC

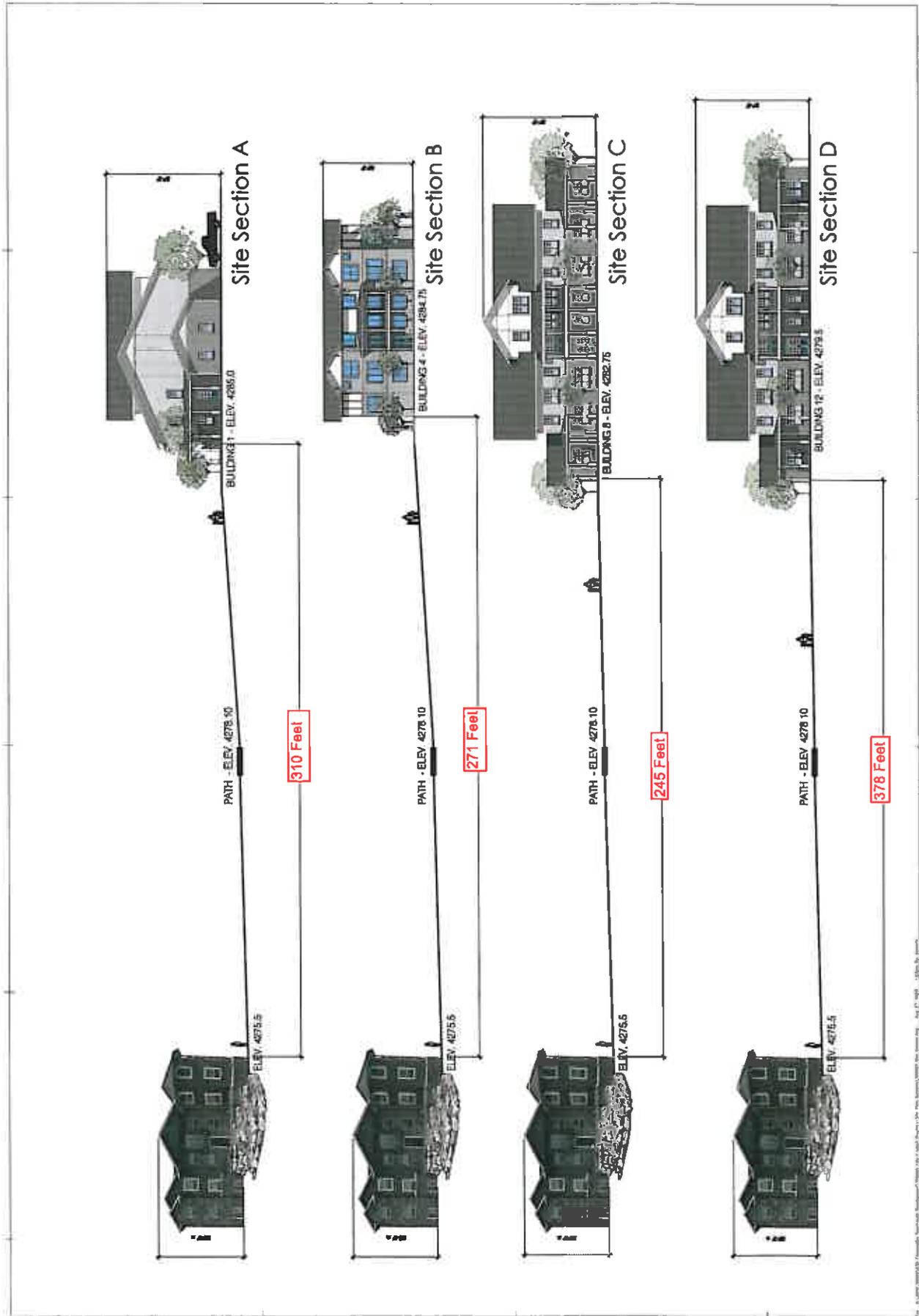
*Three Story Front and Rear Elevations*



BACK ELEVATION



FRONT ELEVATION

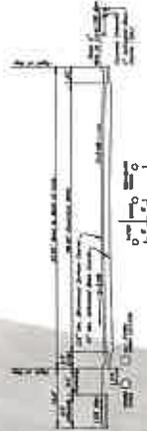


Site Section A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

REFERENCE NOTES

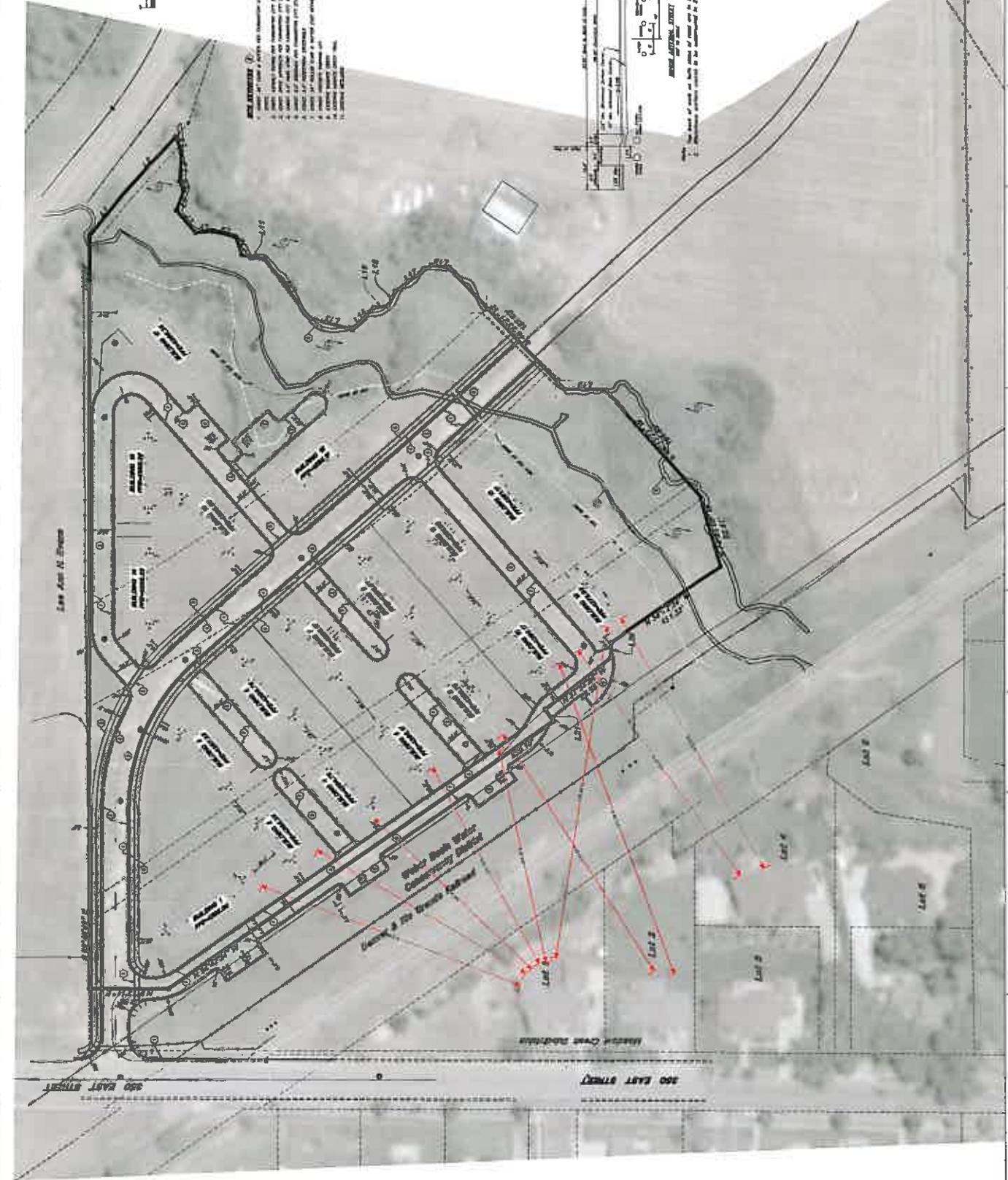


- SEE ATTACHED:**
- 1. SITE PLAN - Shows the location of the building.
  - 2. FLOOR PLAN - Shows the layout of the building.
  - 3. SECTION - Shows the vertical dimensions of the building.
  - 4. ELEVATION - Shows the exterior appearance of the building.
  - 5. MECHANICAL PLAN - Shows the location of the mechanical equipment.
  - 6. ELECTRICAL PLAN - Shows the location of the electrical equipment.
  - 7. PLUMBING PLAN - Shows the location of the plumbing equipment.
  - 8. LANDSCAPE PLAN - Shows the location of the landscape features.



**GENERAL NOTES:**

- 1. The building is to be constructed of concrete masonry units (CMU).
- 2. The building is to be finished with stucco.
- 3. The building is to be finished with vinyl siding.
- 4. The building is to be finished with asphalt roof shingles.
- 5. The building is to be finished with a concrete driveway.

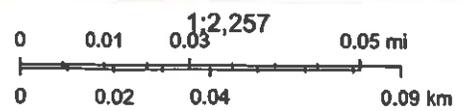


# Farmington City Information



7/19/2018, 3:16:10 PM

-  Farmington City Boundary
-  Parcels



**SUPPLEMENTAL  
DEVELOPMENT AGREEMENT  
FOR STAY FARMINGTON TOWNHOMES**

**8.14.18**

WHEN RECORDED RETURN TO:

STAY FARMINGTON, L.L.C  
ATTN: KEN STUART  
259 SOUTH RIVERBEND, WAY  
NORTH SALT LAKE, UTAH 84025

**SUPPLEMENTAL  
DEVELOPMENT AGREEMENT No. 1  
FOR NORTH STATION**

**THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT No. 1 FOR NORTH STATION** (the "Supplemental Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and among STAY FARMINGTON, LLC, a Utah limited liability company ("Developer"), and FARMINGTON CITY, a Utah municipal corporation (the "City"); Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

- A. Chartwell Capital entered into a development agreement (the "Agreement") with the City On August 15, 2017, which included a project master plan (the "PMP") approved by the City for a project known as North Station consisting of approximately 88 acres of land within the City (the "North Station Property") located west of 1525 West Street, east the Utah Transit Authority (UTA) r.o.w., and south of Shepard Lane.
- B. The North Station Property is zoned OMU (Office Mixed Use). Notwithstanding that the land uses identified in the PMP are for planning and illustrative purposes only, the City may consider approval of any use in any phase of the North Station Property greater than 5 acres in size in accordance with an alternative approval process as provided in paragraph 2 of the Agreement.
- C. Developer is a successor in interest to the Agreement and owns approximately 7.21 acres of land more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"); and as such desires to develop the Property by means of the alternative approval process. The Property is part of the North Station Property and is located north of Haight Creek.
- D. Concurrent with the approval of this Supplemental Agreement, the City approved a project master plan known as Stay Farmington Townhomes for the Property (the "Sub PMP") attached hereto as **Exhibit "B"** and by this referenced made a part hereof.

## **AGREEMENT**

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

**1. Recitals.**

Recitals A through D set forth above are incorporated herein and made a part hereof by this reference.

**2. Sub-PMP**

The Sub-PMP satisfies the requirement for the schematic (concept) design phase of the development plan review process set forth in Section 11-18-070 of the City's zoning ordinance (the "Zoning Ordinance") for the Property. Developer shall develop the Property generally in accordance with the Sub-PMP.

**3. Alternative Development Standards**

Section 11-18-140 A. of the Zoning Ordinance authorizes the City to approve a development agreement containing alternative development standards that supersede certain provisions of the Zoning Ordinance. Pursuant to such authority, the development and construction of the Project shall proceed pursuant to, and consistent with, the terms and conditions of this Supplemental Agreement and the exhibits attached hereto. In the event of a conflict between the provisions of the Zoning Ordinance and this Supplemental Agreement, the more specific provisions of this Supplemental Agreement shall control. The specific development standards approved for the Property and the Sub-PMP pursuant to Section 140 of the Zoning Ordinance include the following:

- a) Some of the townhomes will front pedestrian walkways. See Sub-PMP in Exhibit B;
- b) Some townhomes will not front roads as illustrated in the Sub-PMP in Exhibit B;
- c) Building Height Shall not exceed three stores and shall substantially comply with the elevations included in the Sub-PMP in Exhibit B;
- d) Parking requirements shall be limited to the driveways associated with each townhome. Additional guest parking may be added during the design development phase of development plan review as set forth in Section 11-18-170 of the Zoning Ordinance in-consulting with City planners;
- e) The street widths and layout will generally conform to the attached site plan in the Sub-PMP. The sole exception may be necessary adjustments required by the Fire Marshall

#### **4. Assignment Provisions**

##### **4.1 Binding Effect.**

This Agreement shall be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Property.

##### **4.2 Transfer of Property.**

Developer shall be entitled to transfer any portion of the Property subject to the terms of this Agreement upon written notice to the City. Developer also shall be entitled to transfer Developer's entire remaining interest in the Property subject to the terms of this Agreement with the approval of the City, such approval not to be unreasonably withheld. In the event of any such complete transfer of Developer's interests in the Property, the transferee shall be deemed to be Developer for all purposes under this Agreement with respect to that portion of the Property transferred. This Agreement shall not restrict a change in the control of Developer.

##### **4.3 Release of Developer.**

In the event of a transfer of all of the remaining portion of the Property, Developer shall obtain an assumption by the transferee of the Developer's obligations under this Agreement, and, in such an event, the transferee shall be fully substituted as Developer under this Agreement and the Developer executing this Agreement shall be released from any further obligations with respect to this Development Agreement.

##### **4.4 Obligations and Rights of Mortgage Lenders**

Developer may finance the Property, or any portion thereof, and may execute one or more mortgages, deeds of trust or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein shall be so

construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to standard City practice.

## **5. Review, Default, Termination and Disputes.**

### **5.1 Periodic Review.**

The City may initiate a formal review of progress pursuant to this Agreement from time to time to determine if there has been demonstrated compliance with the terms hereof. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Agreement may be revoked or modified by the City in accordance with the provisions of this Agreement, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a breach of this Agreement by Developer or City. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements

### **5.2 Default**

#### **5.2.1 Events of Default.**

Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.

- 5.2.1.1** If a warranty, representation or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made.
- 5.2.1.2** A finding and determination made by the City that, upon the basis of substantial evidence, Developer has not complied in good faith with one or more of the terms or conditions of this Agreement.
- 5.2.1.3** Any other event, condition, act or omission which materially interferes with the intent and objectives of this Agreement.
- 5.2.1.4** Developer shall have failed to submit at least one complete development or construction application within the five (5) year period after execution of this Development Agreement.

#### **5.2.2 Procedure Upon Default.**

- 5.2.2.1** After the occurrence of a default under Section 5.2.1, the City Council may exercise a right to declare an "Event of Default" by authorizing the City to give

Developer written notice specifying the nature of the alleged default and, when appropriate, the manner in which the Event of Default must be satisfactorily cured. Developer shall have ninety (90) days after receipt of written notice to cure the Event of Default. After proper notice and expiration of the ninety (90) day cure period without cure, City may terminate or amend this Agreement by giving written notice in accordance with the procedure adopted by the City. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any default by Developer under Section 5.2.1, nor shall it change the time of such default. Notwithstanding the ninety-day cure period provided above, in the event more than ninety days is reasonably required to cure an Event of Default and Developer, within the ninety-day cure period, commences actions reasonably designed to cure the Event of Default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion. Any exercise by the City of a termination right after notice and opportunity to cure shall be subject to the provisions of Section 13.3 below.

5.2.2.2 City does not waive any claim of default in performance by Developer, if on periodic review the City does not propose to modify or terminate this Agreement.

5.2.2.3 Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes there for, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

5.2.2.4 All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the parties to pursue in the event there is an uncured Event of Default.

### **5.3 Termination.**

#### **5.3.1 Termination Upon Completion of Development.**

This Agreement may be terminated by agreement of both parties that "Completion of Development" (defined below) has occurred and the last to be satisfied of the Developer's and the City's obligations under this Agreement have been satisfied (except those obligations of the parties which expressly survive the termination of this Agreement as provided below). The phrase "Completion of Development" means that (i) all of the Projects within the Property have been fully completed (or permits have been issued for the construction of any such improvements that have not been fully completed), and (ii) all public dedications identified and completed within the Property have been identified and preserved with restrictive covenants, plat restrictions, conservation easements or other similar instruments. In the event either party believes the requirements of this

Section for termination of the Agreement have been met, the party may give to the other party a notice of Completion of Development. The party receiving the notice may disagree with the position of the party giving the notice of Completion of Development by giving a written objection within thirty (30) days after the notice of Completion of Development is received. When the parties are in agreement that requirements of this Section have been met, the City shall record a notice that the Agreement has been terminated (other than the obligations of the parties which expressly survive the termination of this Agreement) by agreement of the parties upon Completion of Development as contemplated by this Section.

### **5.3.2 Termination Before Completion of Development**

- 5.3.2.1 This Agreement shall terminate at the end of its Term unless the Term is extended by the City Council as a Substantial Amendment.
- 5.3.2.2 This Agreement shall be subject to termination by the City Council prior to Completion of Development when an Event of Default by Developer remains uncured after notice and opportunity to cure as provided in this Article 13. The termination of this Agreement shall be exercised by the City Council after written notice to all owners of the remaining undeveloped land within the Property and after a public hearing providing an opportunity of all such parties to be heard on the appropriateness of termination.
- 5.3.2.3 In the event of a termination pursuant to this Section 5.3.2, the City shall record a notice against the remaining undeveloped land within the Property indicating that the Agreement has been terminated that further development activity shall be governed by the terms of the Ordinance as it then exists and is thereafter amended from time to time.

### **5.3.3 Effect of Termination on Future Lane Uses**

- 5.3.3.1 Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is improved in accordance with this Agreement and the site plan and subdivision and other approvals contemplated hereby shall be entitled to be used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement. The foregoing provisions shall apply even if such use or improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time; provided, however that if any such use does not conform with the then applicable use provisions of the Ordinance, the use shall be subject to termination under any applicable non-conforming use provisions of then applicable law.
- 5.3.3.2 Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is the subject of a pending or approved application for a development or construction approval shall be entitled to be processed,

approved or not approved, used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Agreement provided the owner of the portion of the Property that is the subject of the application proceeds in a commercially reasonable manner to finalize necessary approvals and thereafter proceeds in a commercially reasonable manner to commence and complete the improvements required by the application. The foregoing provisions shall apply even if such use or the improvements authorized by this Agreement do not conform to the requirements of otherwise applicable Farmington City laws and regulations at the time.

5.3.3.3 The benefits extended by the preceding two subsections shall apply to the uses (subject to non-conforming use termination provisions of then applicable law) and structures permitted at the time of the termination to be constructed on parcels approved and subdivided under those subsections, regardless of when an application for a building permit is submitted for structures on any such parcel.

5.3.3.4 Developer does not waive any rights Developer may have to assert the vested right to develop the Property after the expiration of the Development Agreement under then applicable laws or regulations.

#### **5.3.4 Effect of Termination on Developer Obligations.**

Termination of this Agreement as to any Developer of the Property or any portion thereof shall not affect any of such Developer's obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, building permit, or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants or any other development requirements specified or created pursuant to this Agreement. Termination of this Agreement shall not affect or invalidate in any manner the following specific obligation of Developer, which shall survive the termination of this Agreement the obligation of Developer to complete any improvements covered by any issued permit (including permits issued after the termination of this Agreement based on vested applications or the provisions of Section 5.3.3)

#### **5.3.5 Effect of Termination on the City Obligations.**

Upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement shall no longer be vested by reason of this Agreement with respect to the remaining undeveloped land within the Property except to the extent set forth in Section 5.3.3. The remaining undeveloped land within the Property may thereafter be subject to then existing planning and zoning law to the extent not inconsistent with Section 5.3.3. Upon such a termination, the City shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements or fees applicable to such undeveloped portions of the Property subject to the effect of Section 5.3.3. The City shall remain obligated after termination of this Agreement to recognize and apply the provisions of Section 5.3.3, which incorporates the use, density, development standards and configuration contained

in this Agreement under the circumstances described therein.

#### **5.3.6 Damages upon Termination.**

Except with respect to just compensation and attorneys' fees under this Agreement and the enforcement of the terms hereof, Developer shall not be entitled to any damages, including consequential or punitive damages against the City upon the unlawful termination of this Agreement.

#### **5.3.7 Survival of Provisions.**

The following provisions of this Agreement (and any provisions referred to therein or otherwise necessary for the interpretation thereof) shall survive the termination hereof: Articles 5 ,6 and 7

#### **5.4 Disputes.**

In the event that a dispute arises in the interpretation or administration of this Agreement or if the default mechanism contained herein shall not resolve a default under this Agreement, then prior to taking any action to terminate this Agreement and subject to the right of the City to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Agreement or of any otherwise applicable law or regulation not in conflict with this Agreement, every continuing dispute, difference, and disagreement shall be referred to a single mediator agreed upon by the parties, or if no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The parties shall mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference or disagreement. The mediation shall be non-binding.

#### **5.5 Institution of Legal Action.**

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Second Judicial District Court of the County of Davis, State of Utah.

#### **5.6 Other Enforcement Provisions.**

The parties to this Agreement recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms of this Agreement. In the event that Developer or any user on the subject property violates the rules, policies, regulations or ordinances of the City or violates the terms of this Agreement, the City may, without seeking an injunction and after thirty (30) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The City shall

be free from any liability arising out of the exercise of its rights under this paragraph

## **6. Relationship of the Parties; Hold Harmless; Release.**

### **6.1 Relationship of Parties.**

The contractual relationship between the City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (a) Stay Farmington Townhomes is a private development; (b) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property unless the City accepts dedication, ownership or maintenance of the improvements pursuant to a specific written agreement or record a ion of a plat containing such a dedication; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

### **6.2 Hold Harmless**

**6.2.1 Agreement of Developer.** Developer agrees to and shall hold the City, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Property or the actions of Developer taken pursuant to or the failure of Developer to comply with the terms of this Development Agreement. Any such action shall be referred to as an "indemnified claim." Developer agrees to pay all costs for the defense of the City and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any indemnified claim. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section regardless of whether or not the City prepared, supplied or approved this Agreement, plans or specifications, or both, for Stay Farmington or any Project. City may make all reasonable decisions with respect to its representation in any legal proceeding relating to an indemnified claim.

#### **6.2.2 Exceptions to Hold Harmless**

The agreements of Developer in Section 6.2.1 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the City, or (ii) any claim reserved by Developer for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

#### **6.2.3 Hold Harmless Procedures.**

The City shall give written notice of any claim, demand, action or proceeding which is

the subject of Developer's hold harmless agreement as soon as practicable but not later than 10 days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given; the City shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses

## **7. General Terms and Conditions.**

### **7.1 Agreements to Run with the Land.**

This Agreement shall be recorded against the Property as described in Exhibit A attached hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in the ownership of the Property.

### **7.2 Construction of Agreement.**

This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. The vested rights granted in this Agreement and the rights that survive the termination of this Agreement shall be construed to be in addition to any vested rights, nonconforming use or improvement rights or other similar rights granted by applicable law.

### **7.3 Laws of General Applicability.**

Where this Agreement refers to laws of general applicability to the Property and other properties, this Agreement shall be deemed to refer to other developed and subdivided properties in Farmington City, Utah.

### **7.4 State and Federal Law.**

The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

### **7.5 No Waiver.**

Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. No officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

### **7.6 Entire Agreement**

Except as specifically stated, this Agreement constitutes the entire agreement between the

parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

#### **7.7 Attorney's Fees**

Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

#### **7.8 Notices.**

All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City:

Farmington City  
Attn: Dave Millheim, City Manager  
160 South Main  
Farmington, UT 84025

To Developer:  
Stay Farmington, L.L.C  
Attn: Tom Stuart  
259 South Riverbend Way, Suite 100  
North Salt Lake, Utah 84054

#### **7.9 Applicable Law**

This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Utah.

#### **7.10 EXHIBITS**

**EXHIBIT A – LEGAL DESCRIPTION**

**EXHIBIT B – SUB-PMP**

# EXHIBIT "A"

## A LEGAL DESCRIPTION FOR NORTHWEST PARCEL GROSS

BEGINNING AT A POINT THAT IS SOUTH 00°03'58" EAST ALONG THE SECTION LINE 757.69 FEET AND NORTH 89°46'49" WEST 35.43 FEET FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°46'49" EAST 849.73 FEET; THENCE SOUTH 50°55'20" EAST 61.93 FEET; THENCE SOUTH 47°12'05" EAST 85.94 FEET TO THE CENTERLINE OF HAIGHT CREEK; THENCE ALONG THE CENTERLINE OF SAID HAIGHT CREEK THE FOLLOWING TWENTY (20) COURSES: SOUTH 67°29'15" WEST 17.46 FEET; THENCE NORTH 86°26'50" WEST 33.86 FEET; THENCE SOUTH 66°24'01" WEST 11.62 FEET; THENCE NORTH 69°12'18" WEST 24.15 FEET; THENCE SOUTH 48°22'15" WEST 33.00 FEET; THENCE SOUTH 05°04'29" EAST 19.33 FEET; THENCE SOUTH 14°12'08" WEST 27.78 FEET; THENCE SOUTH 72°31'42" WEST 21.42 FEET; THENCE SOUTH 10°12'39" WEST 26.24 FEET; THENCE SOUTH 52°47'16" WEST 83.69 FEET; THENCE SOUTH 14°52'38" WEST 49.64 FEET; THENCE SOUTH 45°36'21" EAST 34.24 FEET; THENCE SOUTH 06°38'53" EAST 15.75 FEET; THENCE SOUTH 62°59'38" EAST 18.56 FEET; THENCE SOUTH 35°59'26" EAST 50.64 FEET; THENCE SOUTH 07°25'01" WEST 19.77 FEET; THENCE SOUTH 46°23'21" WEST 189.60 FEET; THENCE SOUTH 00°19'02" WEST 46.41 FEET; THENCE SOUTH 48°13'23" WEST 161.59 FEET; THENCE SOUTH 74°25'08" WEST 82.41 FEET; THENCE NORTH 34°42'24" WEST 151.32 FEET; THENCE NORTH 89°46'49" WEST 16.40 FEET; THENCE NORTH 37°57'24" WEST 95.55 FEET; THENCE SOUTH 55°17'36" WEST 16.14 FEET; THENCE NORTH 34°42'24" WEST 530.10 FEET; THENCE NORTH 00°13'11" EAST 89.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 401,140.26 SQ/FT OR 9.21 ACRES

LESS

## A LEGAL DESCRIPTION FOR WEBER BASIN WATERLINE PARCEL A NORTH OF HAIGHT CREEK

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 350 WEST STREET, SAID POINT BEING SOUTH 00°03'58" EAST ALONG THE SECTION LINE 757.69 FEET AND NORTH 89°46'49" WEST 105.42 FEET FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°46'49" EAST 70.00 FEET; THENCE SOUTH 00°13'11" WEST 89.50 FEET; THENCE SOUTH 34°42'24" EAST 530.10 FEET; THENCE NORTH 55°17'36" EAST 16.14 FEET; THENCE SOUTH 37°57'24" EAST 95.55 FEET; THENCE SOUTH 89°46'49" EAST 16.40 FEET; THENCE SOUTH 34°42'24" EAST 151.32 FEET; THENCE SOUTH 55°19'22" WEST 70.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE UTA RAIL TRAIL; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY

LINE THE FOLLOWING FIVE (5) COURSES: NORTH 34°42'24" WEST 114.78 FEET; THENCE NORTH 89°46'49" WEST 13.91 FEET; THENCE NORTH 37°57'24" WEST 63.42 FEET; THENCE SOUTH 55°17'36" WEST 20.00 FEET; THENCE NORTH 34°42'24" WEST 622.12 FEET TO SAID EAST RIGHT-OF-WAY LINE OF 350 WEST STREET; THENCE NORTH 00°13'11" EAST 111.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 64,566.47 SQ/FT OR 1.48 ACRES



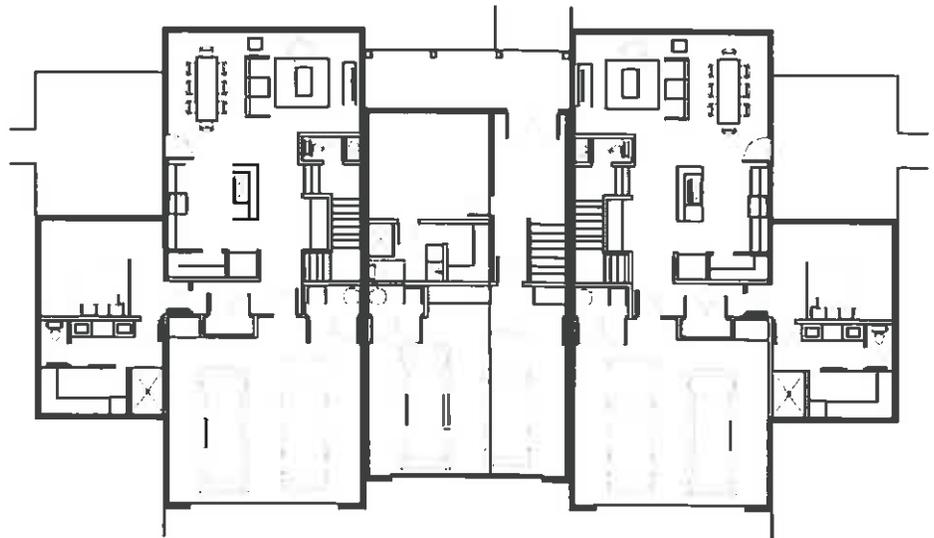


# EXHIBIT "B"

STAY FARMINGTON, LLC

## North Station

Sub-PMP North of Hights Creek



FFKR ARCHITECTS





**Shawn Breuchley**  
Partner



**Tom Stuart**  
Partner



**Rich Day**  
Partner

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

Mr. Peterson,

The purpose of this document is to obtain approval on the Town Homes north of Hights Creek as shown in the *Small Area Master Plan* that was adopted by Farmington City in May 2017 and the Project Master Plan approved by the Planning Commission in July 2017 and the City Council in August 2017. The approved PMP area is highlighted in Red:



The Project Master Plan adopted by Farmington City calls for the said uses illustrated above but uses not currently permitted in the OMU zone need to go through the Planning Commission and City Council to determine when said uses will be allowed. This proposal seeks permission to move forward on the Town Homes north of Hights Creek.

The area we are requesting to move forward on includes 7.00 acres North of Hights Creek, which exceeds the 5-acre minimum outlined in the PMP. It is noted, the aggregate area is closer to 9 acres; however, Weber Basin is purchasing the two acres hugging the walking trail for a future water line.



Currently, the OMU zone calls for a wide variety of commercial uses up to 6 stores high for this area, which could proceed *without* approval from either the Planning Commission or City Council. As was concluded during the planning Charette and ultimately the *Small Area Master Plan*, it doesn't make sense to put a 6-story commercial structure at this location. As will be discussed in more depth in the body of this report, a high rise commercial building is not conducive to the subject environs. The aggregate area north of Hights Creek has no freeway access or visibility and is surrounded by low density residential properties. In summary, a commercial structure would not survive at this location and would be detrimental to serenity currently afforded to neighborhood residents.

This Sub-PMP will provide specific data on the uses proposed, square footage ranges, development standards of bordering properties and sequence and time of development and a *general* outline regional storm drain and utilities. *Maps are included in the graphical section and are in italics and bolded in blue for quick reference.*

*Per the Farmington City development director, "all associated permits will be tied to the construction phase. The purpose of this sub-PMP is to provide general information about the site layout, style and density of development to obtain Planning Commission and City Council approval."*

Thus, this document will outline the development issues pointed out by the Design Review Committee (e.g. sewer connection detail) in previous submittals and address whether there is current capacity, but will not provide any construction documents, details or permits. The permits and construction detail will be reconciled in the permit and construction phase by the builder. Furthermore, we would like to highlight the change in partners and the overall name to reflect Stay Farmington, L.L.C.

Stay Farmington further commits to installing office buildings in this park as soon as is physically possible and financially feasible.

Ken Stuart



## Contents

Executive Summary .....	2
Description of Land Use Concepts .....	4
Square Footage Ranges & General Location .....	6
Parking Concepts .....	7
Public and Private Open Space .....	8
On-Site Circulation of Primary Auto .....	9
Primary Access to The Site.....	9
Secondary Access /Emergency Access.....	10
Bicycle, Pedestrian and Transit Connections .....	11
Preliminary Transit Analysis.....	12
Modal Split .....	12
Regional Storm Drain & Public Utilities .....	13
Regional Storm Drain .....	13
Water Lines – Potable and Fire.....	14
Sanitary Sewer .....	15
Remaining Utilities .....	15
Open Space or Land Uses Issues .....	15
Regional Storm Drain and Utility Conclusion.....	15
Development Standards of Bordering Properties .....	16
Property East of the Subject .....	16
Property South of the Subject .....	16
Property West of the Subject .....	17
Property North of the Subject .....	17
Creating Compatibility with Bordering Uses.....	17
Sequence and Timing of Development.....	19
Development Sequence Summary .....	19
Right of Way Dedications – Major Roads and Utility Backbone.....	19
Right of Way Dedications – Minor Roads and Connecting Utilities.....	19
Right of Way Dedications – Weber Basin Line.....	19
Right of Way Dedications – High Pressure Gas Line .....	20



STAY FARMINGTON, LLC

Timing and Sequence Conclusion .....	20
Incorporation of Existing Structures .....	21
Other Information Requested .....	22

## Executive Summary

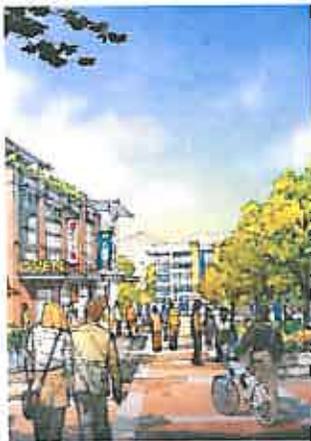
Farmington City adopted a *Small Area Master Plan*, which includes a mix of medium density residential to high profile commercial uses in May 2017. The residential uses in this section are not vested; rather, they are recommendations from all the stake holders starting with a marketing report jointly paid for by Chartwell Capital Partners (herein after Stay Farmington) and Farmington City. The report was completed by Kimley-Horn one of the more respected real estate projectionists in the United States. Kimley-Horn specifically recommended Town Homes north of Hights Creek and high-profile commercial near the freeway and proposed interchange.

Additionally, a planning Charette was organized by Stay Farmington and held at the city offices. Stay Farmington, at its sole expense, paid for Urban Design Associates to coalesce all of the parties with a vested interest in the land – the Mayor, City Manager, City Council, Development Director, City Engineer, City Staff and all of the property owners in the aggregate area. It is noted, all of the property owners were invited and all attended except the Clark's and the Cook's. The consensus of the group was to include transitional Town Homes north of Hights Creek and along the existing D&RG railroad/public walking trail.

The reason these properties were not vested, or rezoned for residential use is so the city can throttle when said uses come on-line. The City requested the ability to monitor the amount of residential uses coming online in the city. Thus, this report seeks permission for just the aggregate area north of Hights Creek.

Why residential in this area now? First, and as has been mentioned in the cover page, this area is not suited for commercial development. It lacks the critical elements necessary for any type of commercial use. Chief among those elements are freeway access and exposure. The highest and best use of this property is and will always be a transitional residential use. Secondly, the market currently demands more residential uses. Specifically, more *affordable* housing that can be *owned* by young families. Town Homes offer affordability and ownership. Finally, and most importantly Stay Farmington needs to generate operating income from this property to cover some of the expenses incurred thus far (e.g. the marketing reports) and the area south of Hights Creek is not ready for development given the uncertainty surrounding the I-15 interchange at Shepard Lane.

As for environs, the area proposed in this sub-PMP is bordered by Hights Creek to the south; the Benchland water district and single family residential to East; and rural single family residential properties to the North and West.



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FFKR ARCHITECTS

Stay Farmington has hired the best in the business, including: Kimley-Horn for a market study; Urban Design Associates for concept and land planning; Joe Perrin, P.E. for traffic analysis; Great Basin for civil engineering services; and, FFKR for Architectural services. This team has provided expert analysis and opinion for this report. We strongly encourage you to review the information they provided for this report in terms of availability and capacity of the current infrastructure.

As mentioned in the cover page, Farmington City passed a Small Area Master, which was the end result of a Charrette held in November 2016. This report will address the design and layout of the proposed Town Home development.

In summary, Stay Farmington feels the area north of Hights Creek is ideal for a transitional residential development. This is also the general consensus of all those that were hired to evaluate the market conditions and, most importantly all those that attended the planning Charette. The current infrastructure and utilities are adequate for this type of development, which will be addressed in the body of this report. Stay Farmington looks forward to moving forward on this project with Farmington City to increase economic activity in the community.



## Description of Land Use Concepts

The *Small Area Master Plan* was adopted by Farmington City in May 2017 (please see this map in graphical section of the PMP submittal). This small area master plan called for town homes north of Hights Creek and along the former D&RG railway/walking trail that makes up the west property line for Stay Farmington. This report seeks permission to move forward on the town homes north of Hights Creek *only*.

Farmington City has adopted the Project Master Plan that calls for the said uses discussed above, but uses not currently permitted in the OMU zone need to go through the Planning Commission and City Council to determine *when* said uses will be allowed. Again, the types of uses are outlined in the *Small Area Master Plan*, but the city wants to throttle when the uses come on line.

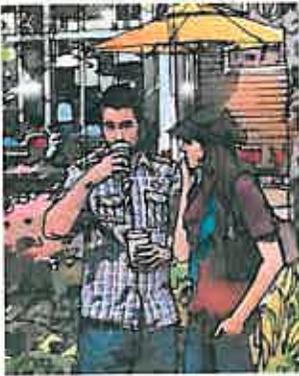
The aggregate area North of Hights Creek is not suited for commercial properties as it has no freeway visibility and access is limited to the site. Currently, it is accessible from 350 East, which is a minor residential collector in Kaysville City. The proposed interchange at Shepard Lane will improve access to the area; however, access to the area will still be limited given the natural barrier of Hights Creek. This is chiefly due to the fact the governing bodies only allow limited access across a regulated tributary.

The main reason transitional residential uses were adopted in this area in the PMP is the juxtaposition between the subject environs and the uses outlined in the OMU Zone. The zone currently allows permitted uses such as: professional office, financial institutions, fitness centers, hotels, parking structures, restaurants and retail. It also allows civic uses such as schools and churches. Additionally, the OMU zone allows the following building heights:

	Building Height Maximum In Stories (And Feet)	
	Local Roads	Collector/Arterial Roads
RMU	2 (27 feet) <sup>1</sup>	3 (40 feet)
GMU	3	4
OMU	4	6
TMU	6	8
OS	1 (25 feet)	1 (25 feet)

## Section A: Lane Use, Parking, Open Space & Circulation

STAY FARMINGTON, LLC



This means, along a local road north of Hights Creek, Stay Farmington could build a 4-story (approximately 52 feet) commercial building and along a collector it could install a *high rise* commercial office building (up to 75 feet) or financial institution. This type of use just does not make sense in a low density residential area bordered by a regulated tributary. With this said, transitional residential town homes were adopted in the *Small Area Master Plan* and the corresponding PMP.

This report seeks to move forward with these town homes immediately, which would offer the highest and best use of this land and offer more suitable environs to the neighbors. The urgency will be addressed in the timing and sequencing section of this report.

A total of 73 town homes will be installed in this area along with low density residential streets. The main access will be provided to the property via an *existing access* point from 350 East in Kaysville. Additionally, a secondary access road will cross through the land owned by Stay Farmington to 1525 West which is currently an unpaved road. Please see a more detailed description in the access section of this report.

The reader is referred to the *Concept Plan* of the graphical section of this report.

### Conclusion of Uses

The land associated with this sub-PMP will chiefly function as a transitional residential use and will act to buffer the single family residential properties to the east, west and north and the higher profile commercial uses that will be installed south of Hight Creek.



## Section A: Lane Use, Parking, Open Space & Circulation

STAY FARMINGTON, LLC

### Square Footage Ranges & General Location

The residential lots will have both two and three story town homes; and, will have the look and appeal of the units represented in the planning Charette (see the associated graphic on the left gutter) ; the *Small Area Master Plan*; and, the general PMP approved by the Planning Commission and City Council.

The town homes include two and three story units with a total of 73 units. The units are outlined in the building elevations section of the graphical report.

Proposed *Building Elevations* and a *Concept Site* Plan are presented in the graphical section of this report for review.



As has been pointed out previously, the aggregate area associated with the sub-PMP is all of the land in Farmington City north of Hights Creek as shown in the accompanying graphic. The property is bordered by 350 East and Single Family Dwellings to the west ; Vacant acreage owned by Evans and more single-family dwellings to the north; Bench land Improvement District and I-15 to the north and vacant acreage currently owned by Stay Farmington to the south.

The vast majority of the residential properties that border the subject are single family in nature, with a few rural residential horse properties due north. All told, this is a residential area.

As noted in the cover page, Weber Basin Improvement District is in the process of purchasing the 70-foot-wide strip that hugs the existing trail way, formerly known as the D&RG Railroad. A signed PSA has been executed with Weber Basin and is expected to close in May 2018. Please see the proposed Weber Basin section in the *Weber Basin Land Purchase* section of the Graphical Section. It is noted, as part of the purchase Weber Basin will allow Dominion Energy into 70-foot strip. Dominion Energy is currently installing the gas line in this area, with a recorded easement for this line executed but not recorded as of the date of this PMP.

The land being purchased by Weber Basin does *not* include the access road leading to 350 East (in Kaysville). This street will be dedicated to Farmington City and will include the sewer, irrigated water, Rocky Mountain Power and Dominion Energy utility lines.



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## **Parking Concepts**

Each town home will have a two-car garage and a drive way thus allowing 284 on-site parking stalls for residents and their guests. Additionally, the campus will allow for an additional 11 guest parking spaces. The reader is referred to the **Concept Site Plan** in the graphical section of the report showing the guest parking.

Finally, Stay Farmington has worked out a deal with Weber Basin to have hardscaping and landscaping associated with the 70 Strip they have purchased. This section will offer landscaping along with some additional off-site parking. Weber Basin has agreed to this in concept in the Purchase Sale Agreement, but will need to approve any plans.





## Section A: Lane Use, Parking, Open Space & Circulation

STAY FARMINGTON, LLC

### Public and Private Open Space

The open space will chiefly be around the existing streams. The *Open Space Framework Map* is located in the graphical section of the report and encompasses the aggregate area included in the *Small Area Master Plan*.

The open space specific to the site includes open space in and around each of the blocks and around Hights Creek shown in green. The reader is referred to the *Concept Site Plan* in the graphical section, with open space highlighted in green. Also, the 70-foot strip held by Weber Basin will be part of the open space. This will make a great natural park with direct access to the existing walking trail, which will be addressed later in this report.





## On-Site Circulation of Primary Auto

Major vehicular access to and from the area is currently provided via the I-15 interchange at Park Lane and an overpass associated with Shepard Lane. The access from Park Lane to the area associated with this PMP is circuitous at best winding through the local Farmington Streets of Park Lane, Station Parkway, Burke Lane, 950 North and continuing on 350 East which is under the jurisdiction of Kaysville City.

The best access to the world at large from the subject property is via Shepard Lane (which is in both Kaysville and Farmington), which runs perpendicular to 350 East. Shepard Lane leads to an overpass to the north which leads to Highway 89 providing eventual access to Interstate 15.

## Primary Access to The Site

The site currently has access from 350 East (in Kaysville) providing access to the farming development currently on the land. This access point will serve as the primary access to and from the town homes. Based on a traffic study conducted by Joe Perrin, P.E. (see [Traffic Report](#) in Graphical Section) both Shepard Lane and 350 East are considered Suburb Collectors with a capacity of 13,500 ADT. **Projected daily** counts are estimated by Perrin to be 3,950 ADT and 7,335 ADT for 350 East and Shepard Lane respectively. Per Perrin, *"this would more than provide mitigation for the proposed 100 townhome (sic town home) development"*. It is noted, the proposed 100-unit townhome site has been reduced to 73 having even less of an impact on the traffic associated with 350 East in Kaysville.

As mentioned in the cover page, a 70-foot strip of land will be sold to Weber Basin Improvement District that will act as a buffer between the walking trail/350 East and the land that is the subject of this report. ***The access road leading to 350 East will be dedicated to Farmington City.***

The Farmington City Engineer expressed concern about the close proximity to the existing walking trail currently owned by UTA that crosses 350 east approximately 90 feet from this existing access point. Currently, there is not a cross walk or stop sign. Our engineer feels the traffic flow in the area (even after our development is fully implemented) does not necessitate any type of control in this area. However, if Kaysville City, who has jurisdiction over this street, sees the need for a cross walk or stop sign, Stay Farmington would be happy to participate in the costs and installation.

## Section A: Lane Use, Parking, Open Space & Circulation

STAY FARMINGTON, LLC



### Secondary Access /Emergency Access

Secondary access will be provided to the site via one of two options, discussed as follows:

The first proposed secondary access to the site is from 950 North. See proposed access to [950 North Map](#) in graphical section. This access point would be good in terms of convenience and proximity to the site. This solution has some significant challenges, chief among them is the access over and across the UTA trail. Additionally, it would only be a temporary road. At present, only agricultural access is allowed over this trail, but permanent access will be required for this to be a viable long-term solution. If an acceptable solution cannot be reconciled with UTA, this solution will be abandoned for the second alternative discussed as follows.

The second solution would be to install a road consistent with what is shown on the Small Area Master Plan approved by Farmington City and decided on by all the property owners involved in the planning Charette. See proposed access to [1525 West Map](#) in graphical section. The obvious benefit of this proposal is that this road would eventually become a permanent, dedicated road. The drawback is the distance for emergency vehicles and the temporary and rural nature of the road. In the beginning stages, it would only be improved with compacted gravel. As the interchange and infrastructure are more fully developed, this road would become more permanent in nature with public utilities, widening and street grade asphalt paving.

This secondary access road will connect with 1525 West, which provides eventual access to Burke Lane and Park Lane to the South. For now, this section of road will only be a gravel only, similar to 1525 West East of Burke Lane. This road will serve as a temporary access road in the event the primary access point on 350 is closed or blocked for some reason.

Stay Farmington is fine with either option and will install the road as worked out with Farmington City. It is noted, a memo of understanding was sent to the Kaysville City Engineer memorializing using 350 East as an access point.

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## Bicycle, Pedestrian and Transit Connections

The *Trail Diagram* in the graphical section shows the *proposed* general trail system, which allows access to residential properties further north and Station Park to the south. Station Park includes a commuter rail system and access to the UTA transit system, which includes a dedicated transit to Lagoon and other attractions in Farmington. The solid lines are existing and the one clouded by circular lines is proposed.

Please see the *Bicycle Map for Farmington City* in the Graphics Section of the proposal, the *Utah Transit Authority Map* for the area and the regional bicycle map outside the city in the Graphics Section. Finally, see the *Concept Site Plan* for the trail system associated with the subject property.





### **Preliminary Transit Analysis**

Stay Farmington has retained Joe Perrin, P.E., who is one of the more respected traffic engineers in Utah. Stay Farmington had him analyze the traffic impact of the proposed town home development. Based on a traffic study both Shepard Lane and 350 East are considered Suburb Collectors with a capacity of 13,500 ADT. *Projected daily* counts are estimated by Perrin to be 3,950 ADT and 7,335 ADT for 350 East and Shepard Lane respectively. Per Perrin, *“this would more than provide mitigation for the proposed 100 (sic unit) townhome (sic town home) development”*.

### **Modal Split**

This topic is especially relevant to this subject and the main focus of Farmington City and UDOT given the increased traffic in and around Park Lane. As mentioned in the prior section, traffic counts are continuing to climb as more and more product comes online near Park Lane.

It is the strong contention of analysts hired by Stay Farmington that load balancing the traffic on Park Lane to Shepard Lane will be critical to decreasing traffic counts and congestion around Station Park and will increase public safety. The proposed interchange at I-15 will also decrease traffic on Shepard Lane.

Installation of the interchange will allow Stay Farmington the ability to start the development of commercial developments along this corridor and install permanent roads, including the road leading to the area north of Hights Creek. Updating the traffic counts will be critical in moving forward on the remaining developments around the interchange once it is installed.

### ***Proposed Shepard Lane to West Davis Corridor Connector***

The funding and record of decision for the West Davis Corridor and the corresponding Shepard Lane Interchange have been decided. The real issue is timing. We have been contacted by the director of UDOT and are working with his team on the Environmental Impact Study for the proposed interchange that will encumber our property and the various roads that will be part of this study.

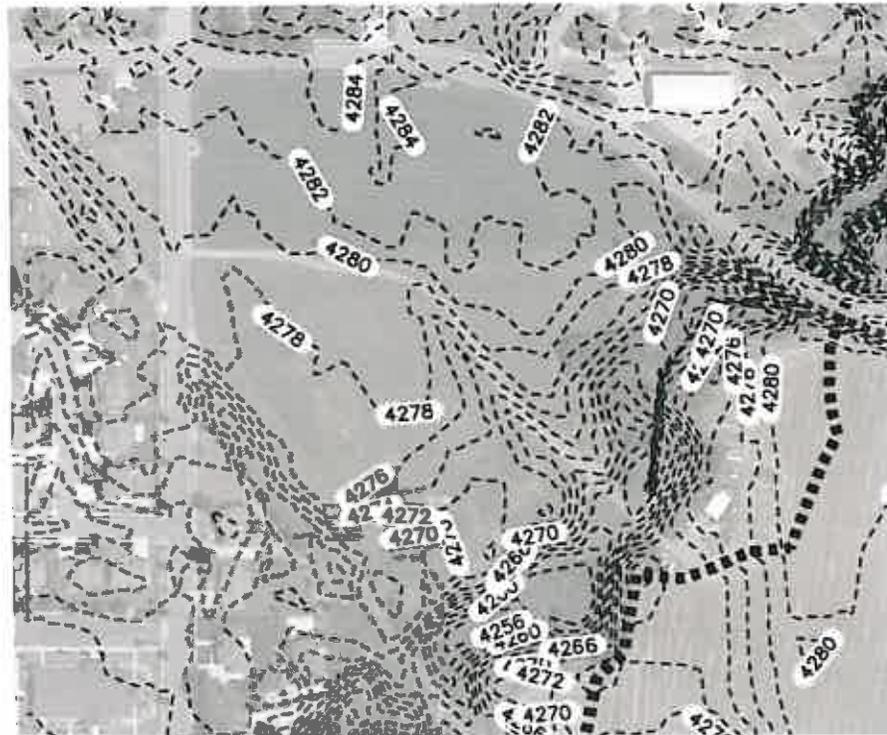
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## Regional Storm Drain & Public Utilities

As mentioned in the cover page, the Farmington City Development Director requested conceptual information about the utility information to determine capacity with details provided on the construction documents for approval by the City Engineer and building department. Following is an analysis of the existing capacity of the storm drain system, potable water and public sewer systems. The gravity flow systems are specifically addressed. Additionally, the potable water needs to be addressed given the general water capacity to the area.

The overall site drains in a southwesterly direction with an elevation of 4280 near the extreme northeast corner of the property to a low elevation of 4270 near the southwest section near Haight's Creek as shown:



### Regional Storm Drain

There is no storm drain system installed on the subject site (this sub-PMP) and access to the storm drain system in 350 East is provided via Kaysville City. With this in mind, all of the storm drain for this area will be contained on-site, filtered and discharged into Haight's Creek per the regional storm drain master plan of Farmington City.

## Section C: Regional Storm Drain and Public Utilities

STAY FARMINGTON, LLC



Coury Morris meet on-site with Adam Wright (Davis County Flood Control), Darren Rasmussen (State of Utah DEQ Stream Alteration) and Matt Wilson (USACE Utah Regulatory Office) to review the interface with Haight's Creek.

Conceptually, all of these groups are okay with our plan to discharge storm water into the creek. Until they have a full set of civil plans they will not approve the discharge permit. This plan will be submitted when the full set of construction drawings are submitted.

The **Concept Site Plan** identifies all of the open space areas that will be used to collect storm drain detention. The detention areas are scattered throughout the development, but the main detention areas will be the green areas shown along Haight's Creek in the **Concept Site Plan** in the graphical section of this report.

All of the streets will have curb-inlet boxes and associated pipes per the standards of Farmington City.

### Water Lines – Potable and Fire

The city has existing water lines, both 10 and 12 inches shown in the map **Existing Water Lines**.

As seen in the map, the city has a 12" crossing underneath I-15 shown in the **Existing Water Lines** Map. This line Tee's just after it clears the freeway on the Westside. This line would service both potable water and fire lines.

The Tee on the south end runs parallel with the southeast Stay Farmington Property line; whereas the north end of the Tee runs parallel with the proposed street that will act as a connector with the new Shepard Lane interchange that is currently owned by Farmington City.

The City Engineer has modeled the current water lines for capacity and provided email confirmation on July 18, 2017 indicating: "The City's water consultant has looked at the supply for the portion of the North Station Development north of Haight's Creek and there should be adequate water flow to the area."

These lines will be extended across the property to provide the required water loop requested by the City Engineer and Fire Marshall. On an email dated April 17, the City Engineer indicated "The option of putting two lines over the culvert is acceptable, as the plans progress the City may want to entertain a couple of easements for potential development once the interchange location and fate of Shepard Lane is determined but this can be discussed later."

Stay Farmington is agreeable to these terms and will provide whatever easement are necessary for this water line. Please see Option A in **Waterline & Sewer Outfall Map** in graphical section.

## Section C: Regional Storm Drain and Public Utilities

STAY FARMINGTON, LLC

### Sanitary Sewer

The *Sewer Map* in the graphical section shows the current sewer installed in 350 East.

The existing sewer in 350 East in Kaysville (under the Jurisdiction of Central Davis Sewer) will need to be extended just over 300 feet to the east. Coury Morris P.E. from Great Basin Engineering has worked with Jill Jones of Central Davis Sewer and the City Engineer of both Kaysville and Farmington cities on the alignment of the proposed sewer. See proposed sewer line in *Waterline & Sewer Outfall Map* in the graphical section.

It is noted, Coury has also worked with Dominion Energy and Weber Basin on how the sewer line will work with their respective utility lines.

### Remaining Utilities

The remaining utilities, gas and power, are under state regulated entities required to provide service to residents and users. Neither of these uses are dependent on grade elevations like Storm Sewer and Sanitary Sewer; thus, they can be installed at the most convenient location for development.

### Open Space or Land Uses Issues

There are no land uses issues associated with the subject property.

### Regional Storm Drain and Utility Conclusion

The topography is favorable to the gravity feed systems of the storm drain and sanitary sewer. The overall site falls just over 10 feet from the northeast section to the southwest section

The site to the south (owned by Farmington CPP) has a 12-inch water main that Tee's just as it passes under the interstate, near the location of the Culvert. The south end of the Tee is 12 inches and runs along the exact same property line mentioned for the sanitary sewer and storm drain. The northern portion of this Tee is associated with the land owned by Farmington City, which will serve as a collector for the proposed Shepard Lane Interchange. This line will be extended to the subject property. The townhome project will require extending water and sanitary sewer. With a filtration system, water will be allowed to be discharged into Hights Creek. **All told, the utilities to the site are extremely favorable to development, but will need to be enhanced as development expands.**

## Development Standards of Bordering Properties

As discussed and emphasized in the charrette, the look and feel of the entire project will take on the DNA of Station Park and Farmington City in general, including the town homes associated with this proposal.

The PMP guidelines specifically inquire as to how the proposed development works with bordering properties. In the aggregate, the subject property is bordered by I-15 to the East; vacant acreage and some retail developments, including Station Park to the south; and largely single family residential to the north and west. A more descriptive discussion is included in the paragraphs that follow

### Property East of the Subject

As mentioned, Interstate 15 borders the subject property to the east. The east side of Interstate 15 the area is largely improved with single family residential surrounding Oakridge Country Club. These homes were largely built in the mid 1980's, some that are older and very few were built within the past few years. All told, it is an established residential neighborhood, with development standards customary to that era.

Due east of the Country Club are the Farmington Crossing town homes built in the past decade. This development includes a small amount of retail, including a newly remodeled Maverick, a Smith's store building from the mid-1980's, a newly remodeled Burt Brothers tire center and an older retail building built in the 1980's – a building originally occupied by Kmart until about 1992 has since been converted into a self-storage facility. It is currently occupied by a self-storage facility with very little occupancy. Compelling evidence of finding the right use for the right location.

### Property South of the Subject

The property south of the subject area is largely vacant acreage owned (will be owned) by Stay Farmington.

The area further south of our land is the newly installed McDonald's and Cabella's, two Fortune 500 occupants. Included in the mix is a multi-family housing development east of the McDonald's, developed and built by Haws and Ivory. Haw's just finished a small retail building now occupied by AAA, Backman Title and Mathnasium in the reminder of the space. Ironically, two office users going into this planned retail use. On the pad site to Cabela's, R&R Barbeque and Café Rio are new tenants. The development standards associated with these properties are somewhat similar to Station Park, with the Fortune 500 companies keeping their image.

## ***Section D: Development Standards of Bordering Properties***

### **Farmington CPP**

Finally, south of Park Lane is the highly successful Station Park with the new additions of the University of Utah Medical Facility and the Hyatt. This is one of the more successful retail developments in Utah and represents the feel and energy Stay Farmington wants to capture in North Station. The sole exception would be the large, big box retail which is struggling even at this solid location. Sport's Authority going dark is the latest victim of the e-commerce economy trends.

The aggregate area in and around Plural Sight represent the high profile commercial uses Stay Farmington is looking for in this development. This, along with the open amphitheater and community space attracts residents from all over Davis, Salt Lake and Weber Counties.

#### **Property West of the Subject**

This area is almost exclusively occupied by single family residential properties. The properties due west is part of the Quail Crossing development, which was designed and built around the turn of the century. These are modest to middle income single family dwellings.

#### **Property North of the Subject**

The subject property borders Kaysville on its north end, with a vacant parcel owned by Evans. Due north of Evans is a horse property owned by J.R. Brown, with Burbidge to the west. Both of these residents have horses on their property adding an agricultural appeal to the neighborhood.

East of the Brown home on the corner are some older residential properties and a street filled with a combination of twin homes and newer single-family residences in a cul-de-sac. East of this development is the Benchland Water District office and shop. Overall, the properties due north of the subject add a rural feel to the neighborhood. This is precisely why any commercial development would not succeed north of Hights Creek.

#### **Creating Compatibility with Bordering Uses**

Now that the general uses have been addressed and discussed, the following is a correlation of how these proposed uses will be compatible and synergistic to the proposed land use plan presented in Section A above. More importantly, the following section will address how the proposed developments fit into the current environs.

The subject is bordered by rural residential properties on the north and newer single-family residences on the west. UDA, and the group as a whole during the charrette, discussed transitional uses on the north and west end to act as a buffer to these residents.



### ***Section D: Development Standards of Bordering Properties***

In the land use plan, UDA proposed townhomes north of Hights Creek. This has been addressed above, but will be reemphasized at this point in the discussion to coincide with the scope of this section.

Hights Creek acts as a natural barrier between the proposed townhomes to the north and commercial developments to the south. The aggregate area north of Hights Creek has access from a small residential street (350 East) in Kaysville and has no freeway exposure. Shepard Lane does act as a connector to 350 East and provides access to the east end of the freeway. The proposed interchange will be south of Hights Creek and will actually diminish access to the proposed townhome section. This is chiefly due to the fact that access over Hights Creek is limited given State and Federal Guidelines. Furthermore, the route from the proposed Shepard Lane interchange to the proposed town homes is circuitous – it winds down 950 North to 350 East and then makes its way northward to the access point on the north end of 350 East. This is ideal for a residential community, but crushing for a commercial use.

In addition to the proposed townhomes, the group in the charrette proposed transitional residential townhomes between the single-family residences to the west and the heavy commercial uses proposed near the new Shepard Lane interchange.

It is contemplated that the remaining acreage be full tilt high profile commercial near the major streets and freeway and mixed community development in the interior to 1) create a community center, and 2) not leave a deserted feeling in the evenings when office uses slow down.

All told, Stay Farmington feels that UDA and the other stakeholders accurately defined uses that will be compatible with the current environs. Finding the right uses is crucial to avoid high vacancies.

## Sequence and Timing of Development

Stay Farmington is proposing a town home development, which will also be phased. Stay Farmington will develop all of the internal street infrastructure and utilities. The culinary water will need to be connected to the existing line near the land owned by Farmington City. The sanitary sewer will need to be extended on 350 east as discussed above. This section includes approximately 9 acres, 2 of which will be purchased by Weber Basin for a future water line. These two acres are comprised of a 70-foot strip that will hug the trail and will act as a natural barrier between the existing residential properties to the west and the town homes.

Given the fact that it is bordered on almost all sides by residential, our real estate experts have determined the highest and best of this section is for town home development. Said use will be a natural transition with Hights Creek serving as a natural buffer to commercial developments to the south. This section will also be phased with each phase including about ½ the total acreage. The plan is to start on the east section.

### Development Sequence Summary

The Town home development is expected to start as soon as possible with a two to three-year time frame to completely buildout.

### Right of Way Dedications – Major Roads and Utility Backbone

There are no major streets needed for this area. As mentioned, the water line will need to be extended to this area as discussed in previous sections.

### Right of Way Dedications – Minor Roads and Connecting Utilities

All of the connecting utilities and minor streets will be designed and built by Stay Farmington and will be dedicated to the city as constructed and inspected.

The area north of Hights Creek is slated for town homes and is expected to start as soon as possible. All public utility connections and extensions will be installed with the proposed development. In like manner, the internal streets associated with this development will be installed with the town homes. All street improvements associated with this development will be paid for by Stay Farmington as part of the development.

### Right of Way Dedications – Weber Basin Line

Stay Farmington is currently working with Riley J. Olsen, P.E. who is the engineer involved with extending the Weber Basin line from Box Elder County to South Davis County.



## Section E: Sequence and Timing of Development

### Farmington CPP

We are engaged and working with them on the purchase of a 70-foot strip that is slated to run parallel with the DRG trail way. A PSA has been agreed to by both parties and is expected to close in May 2018. See the *Weber Basin Land Purchase* proposed by Weber Basin.

#### Right of Way Dedications – High Pressure Gas Line

Weber Basin and Dominion gas have agreed to move the high-pressure line from its existing location to the proposed 70-foot strip that Weber Basin will purchase. The gas line is currently being installed in the 70-foot strip and the water line will not be installed for several decades.

#### Timing and Sequence Conclusion

Stay Farmington has nearly 90 acres that it plans to develop over the next 15 to 20 years. It plans on starting on the area north of Hights Creek as it will not be impacted by interchange construction or implementation of utility backbone or major streets.



Farmington CPP

**Incorporation of Existing Structures**

The area associated with this PMP is vacant.



*Section F: Other Information Requested*

Farmington CPP

**Other Information Requested**

In a meeting with the planning commission, no other information was requested.



## Contents

A) Existing Conditions .....	3
B) Small Area Master Plan .....	4
Concept Site Plan .....	5
Building Elevations <i>Two Story Side Elevations</i> .....	6
Building Elevations <i>Two Story Front and Rear Elevations</i> .....	7
Building Elevations <i>Three Story Side Elevations</i> .....	8
Building Elevations <i>Three Story Front and Rear Elevations</i> .....	9
Proposed Weber Basin Purchase .....	10
Proposed Guest Parking .....	11
C) Circulation Plans .....	12
Existing Access From 350 East .....	12
950 North Map Proposed Secondary Access – Option 1.....	13
1525 West Map Proposed Secondary Access – Option 2.....	14
Vehicular Map -- Major North-South Connecting Roads.....	15
Vehicular Maps – Bus Transit Map .....	16
Regional Bicycle Map .....	17
Regional Trails Map .....	18
D) Development & Ingress/Egress to Public Amenities.....	19
Land Use Plan Showing Connection to Park Lane, I-15 & Shepard Lane.....	19
Concept Diagram with Property Lines Delineated .....	20
Concept Site Plan .....	21
E) Open Space Concept Maps.....	22
Open Space Framework.....	22
Open Space on Site in Green .....	23
F) Regional Storm Drain & Public Utilities .....	24
Proposed Storm Drain into Haight’s Creek.....	24
Existing Sanitary Sewer .....	25
Existing Potable Water & Water for Fire line .....	26
Waterline and Sewer Outfall – Proposed .....	27



G) Map Showing Block Plans Deviating from Regulations..... 28

H) Preliminary Transportation Network ..... 29

    Existing Access from 350 East – Shown with Red Dot ..... 29

    Proposed Internal Circulation ..... 30

    950 North Map Proposed Secondary Access – Option 1 ..... 31

    1525 West Map Proposed Secondary Access – Option 2 ..... 32

    Traffic Study -- Map Showing Modal Split & Traffic Counts ..... 33

    Traffic Study – Page 2 ..... 34

    Traffic Study – Page 3 ..... 35

    Traffic Study – Page 4 ..... 36

I) Existing Structures ..... 37

J) Sequence and Timing of Improvements ..... 38

K) Boundaries of the Subject – Plat Map ..... 39

    County Plat Map of 84 acres, with 9 acres north of Haight’s Creek Highlighted ..... 39

    Aerial of Existing Property ..... 40

l) Other Information Requested ..... 41





The conceptual land use plan agreed upon in the charter and approved by Farmington City is show below, with the area associated approved PMP being dashed in red:

## B) Small Area Master Plan

STAY FARMINGTON, LLC





# Concept Site Plan

The following Concept Site Plan shows the proposed 73 Town Homes. The 70-foot Strip that hugs the railroad will be purchased by Weber Basin



OVERALL SITE PLAN

- UNIT A - Three Story
- UNIT B - Two Story Master

20 TWO STORY MASTER  
 39 THREE STORY CENTER  
 14 THREE STORY SIDE  
 73 TOTAL UNITS

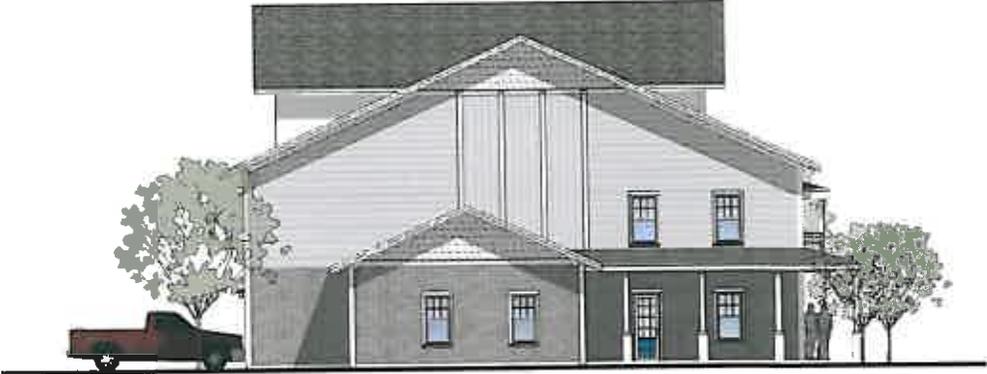


# Building Elevations

*Two Story Side Elevations*



SIDE ELEVATION



SIDE ELEVATION



# Building Elevations

*Two Story Front and Rear Elevations*



BACK ELEVATION



FRONT ELEVATION



# Building Elevations

*Three Story Side Elevations*



SIDE ELEVATION



SIDE ELEVATION



# Building Elevations

Three Story Front and Rear Elevations



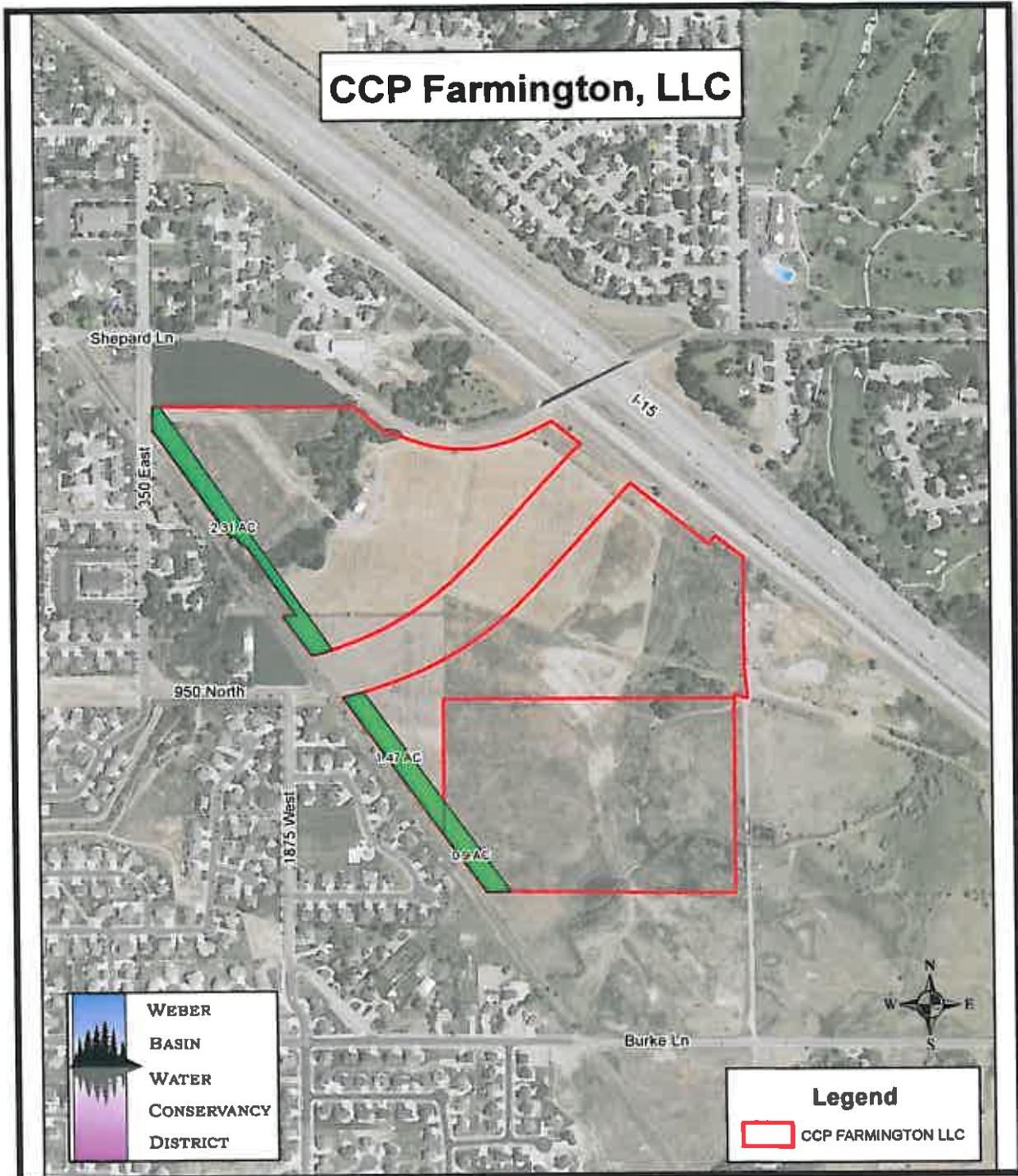
BACK ELEVATION



FRONT ELEVATION



# Proposed Weber Basin Purchase





# Proposed Guest Parking

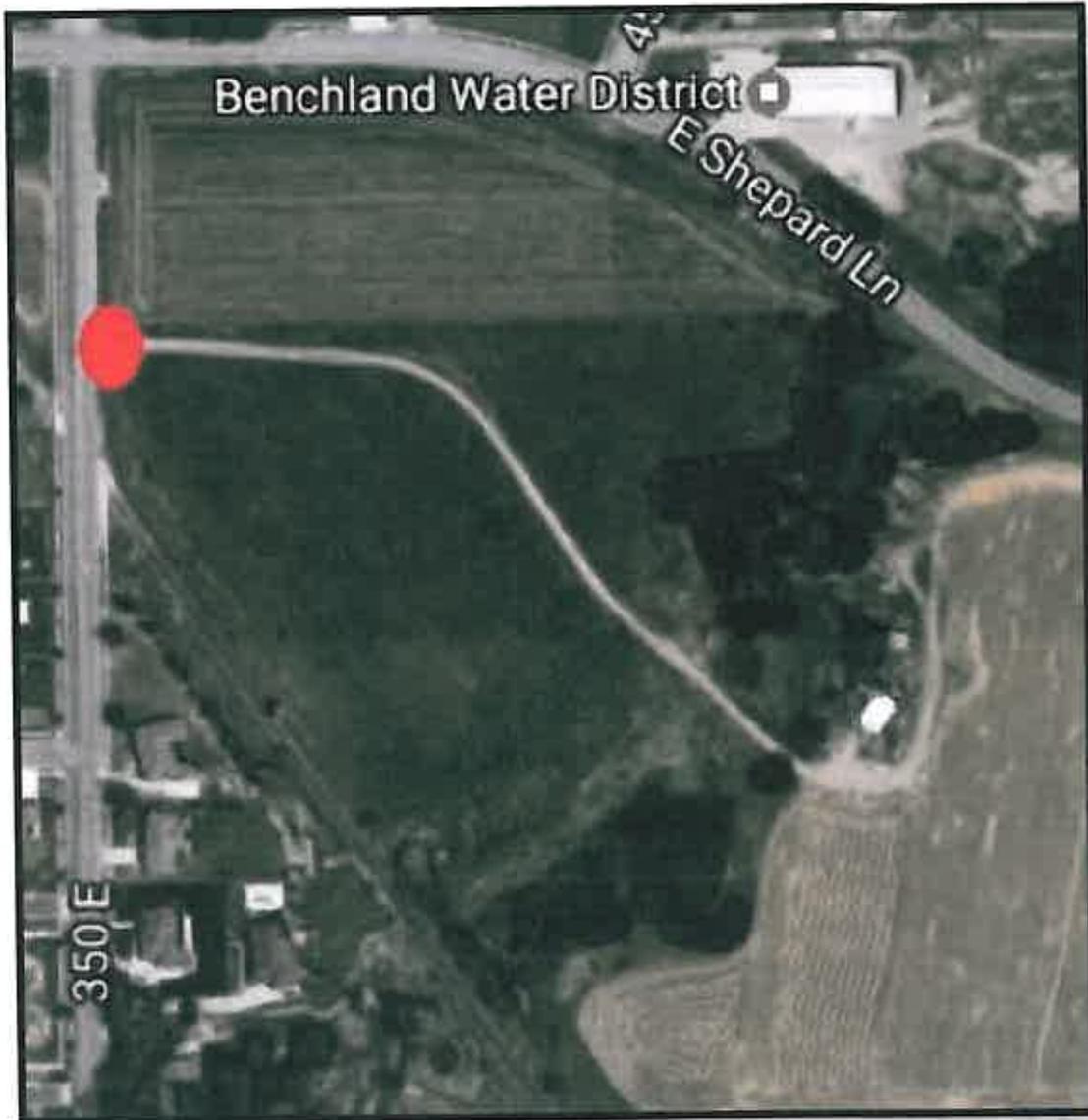
The following site plan shows all of the guest parking. Again, each lot will have a two car garage and driveway for parking.





## C) Circulation Plans

*Existing Access From 350 East*



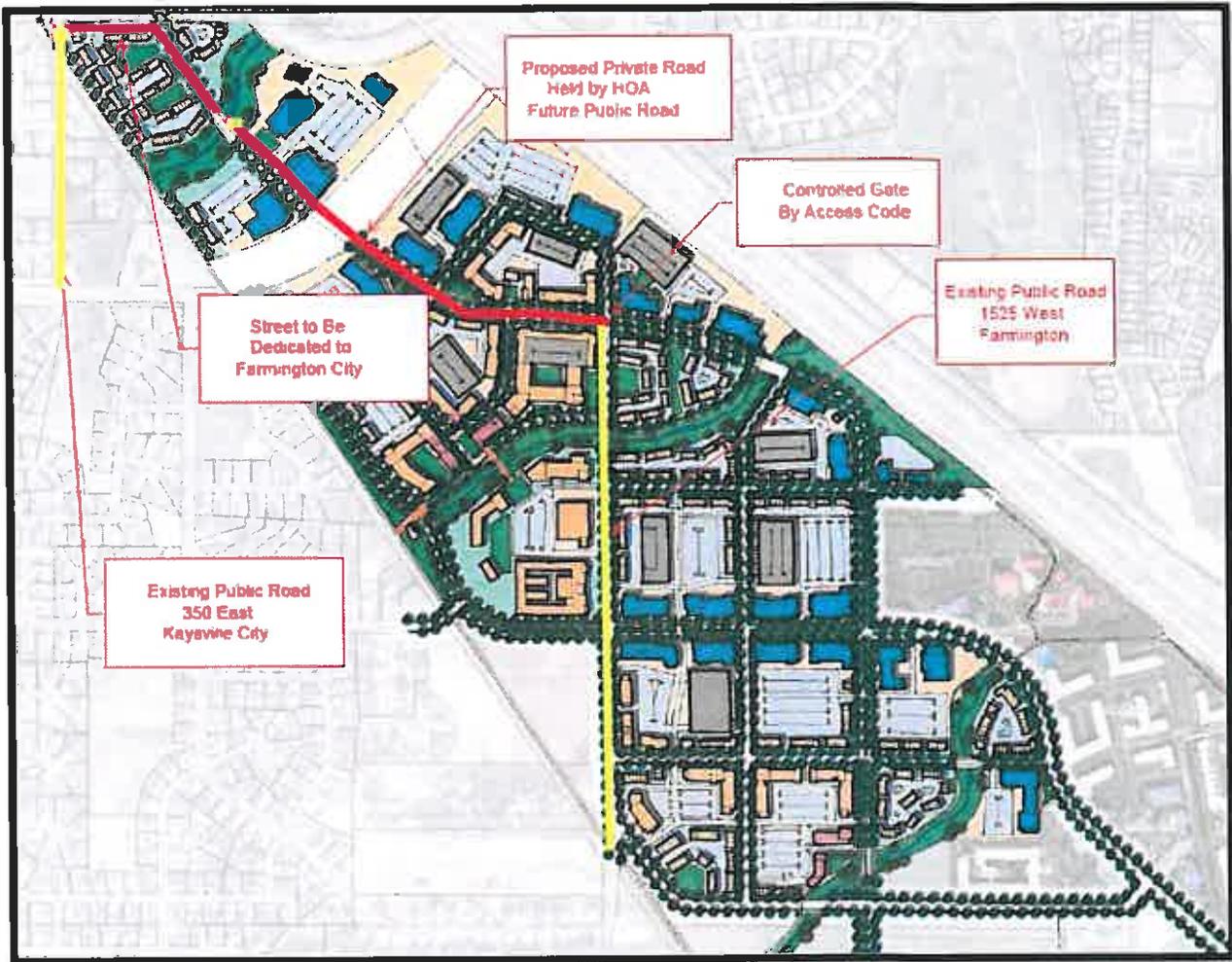


*950 North Map  
Proposed Secondary Access – Option 1*



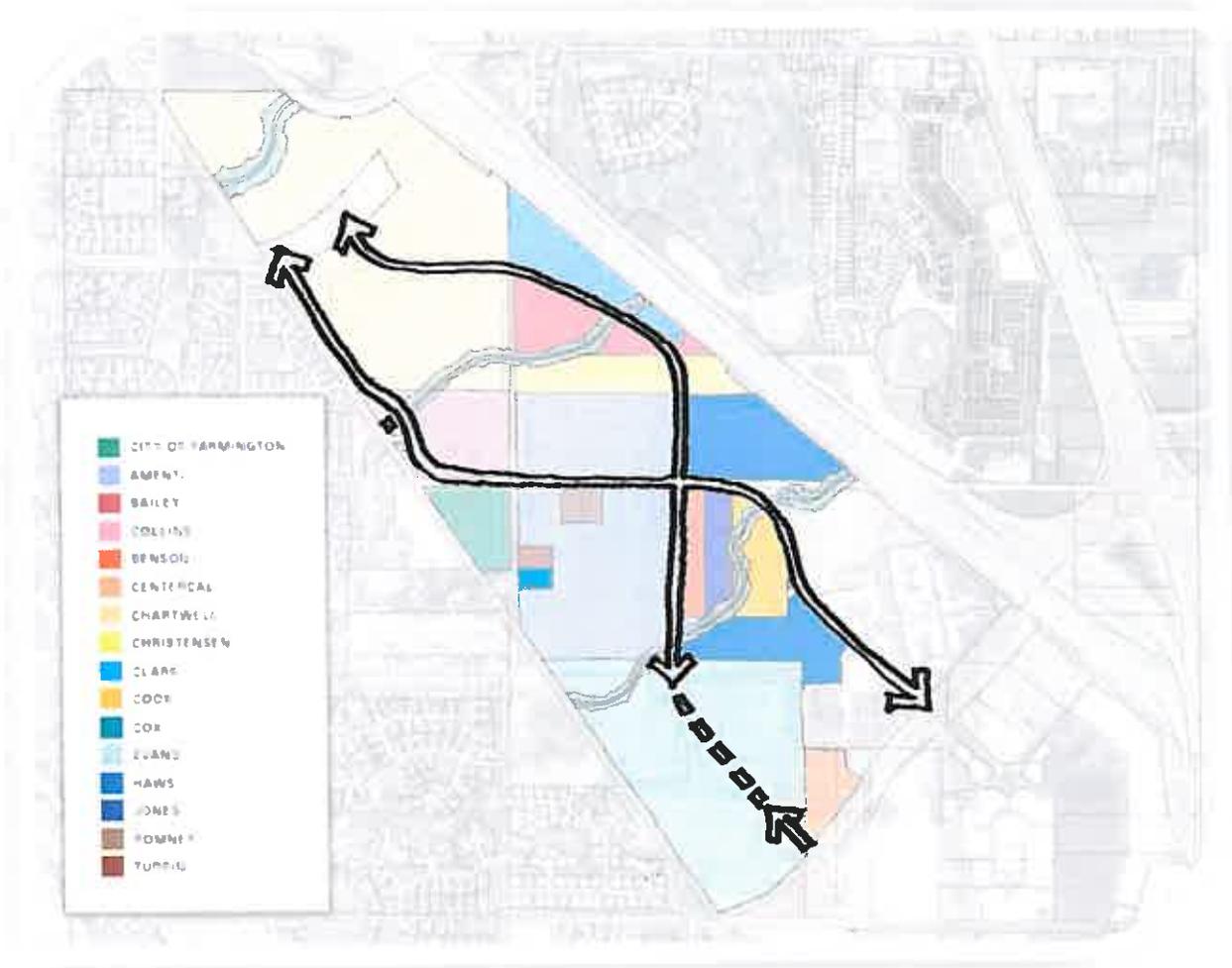


*1525 West Map  
Proposed Secondary Access – Option 2*



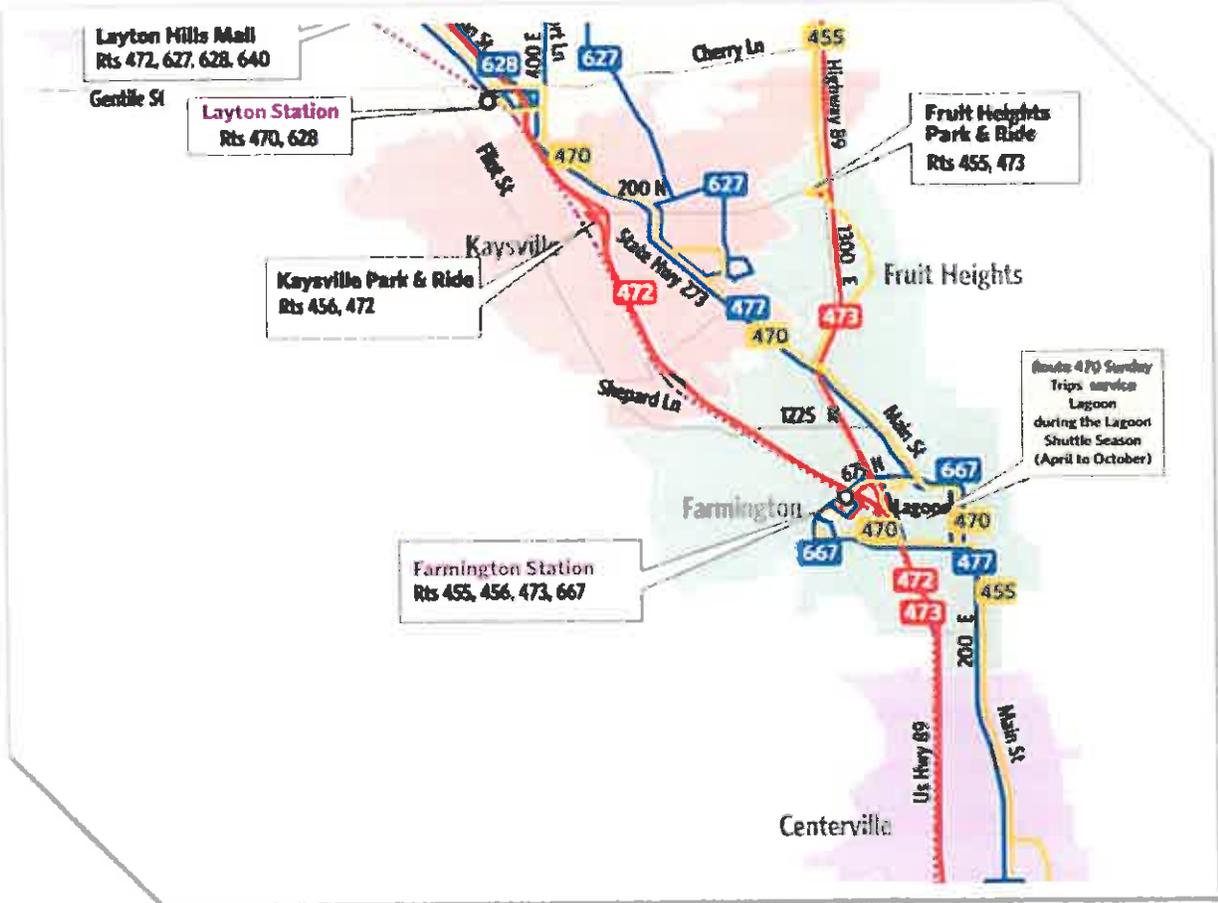


*Vehicular Map -- Major North-South Connecting Roads*



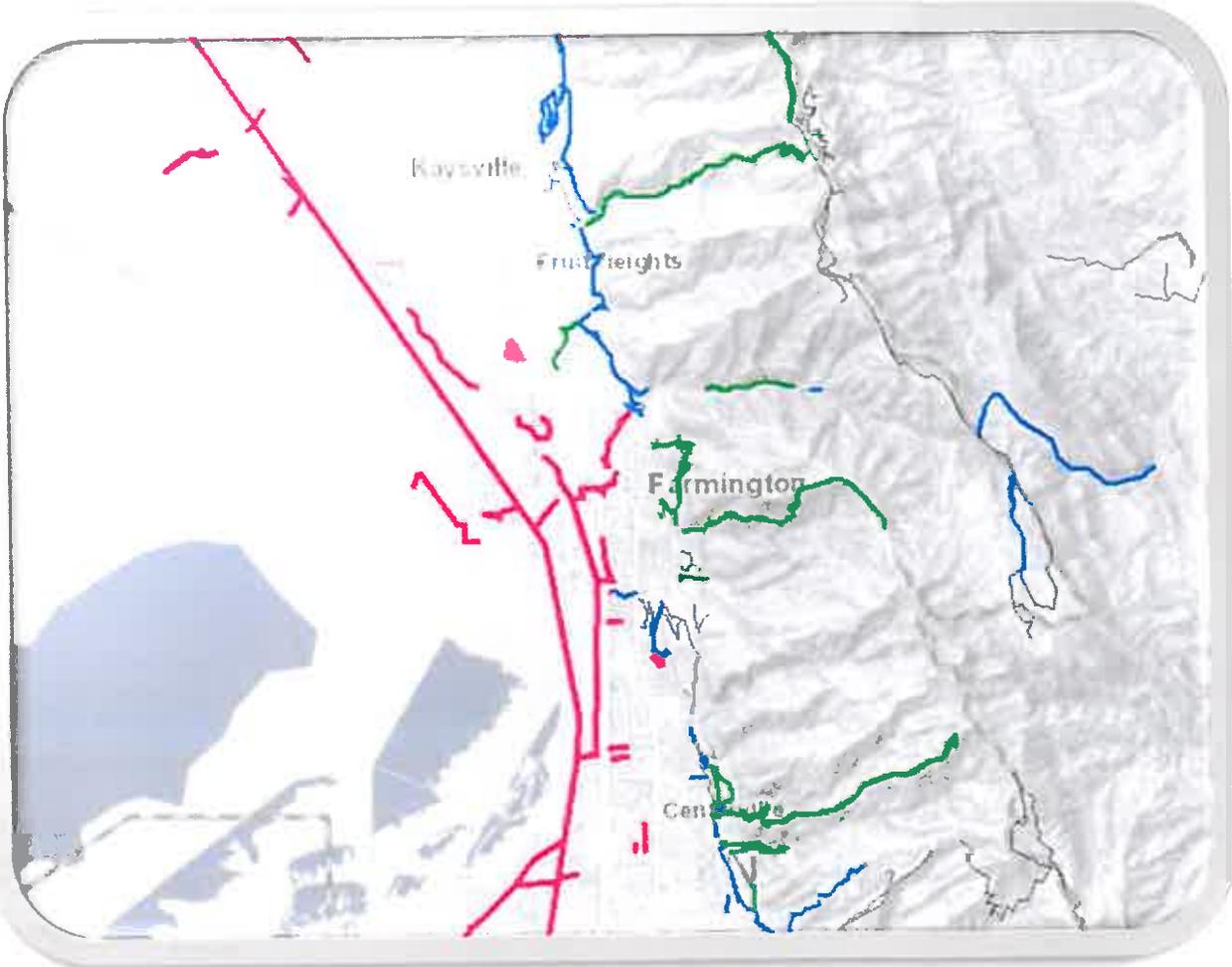


Vehicular Maps – Bus Transit Map





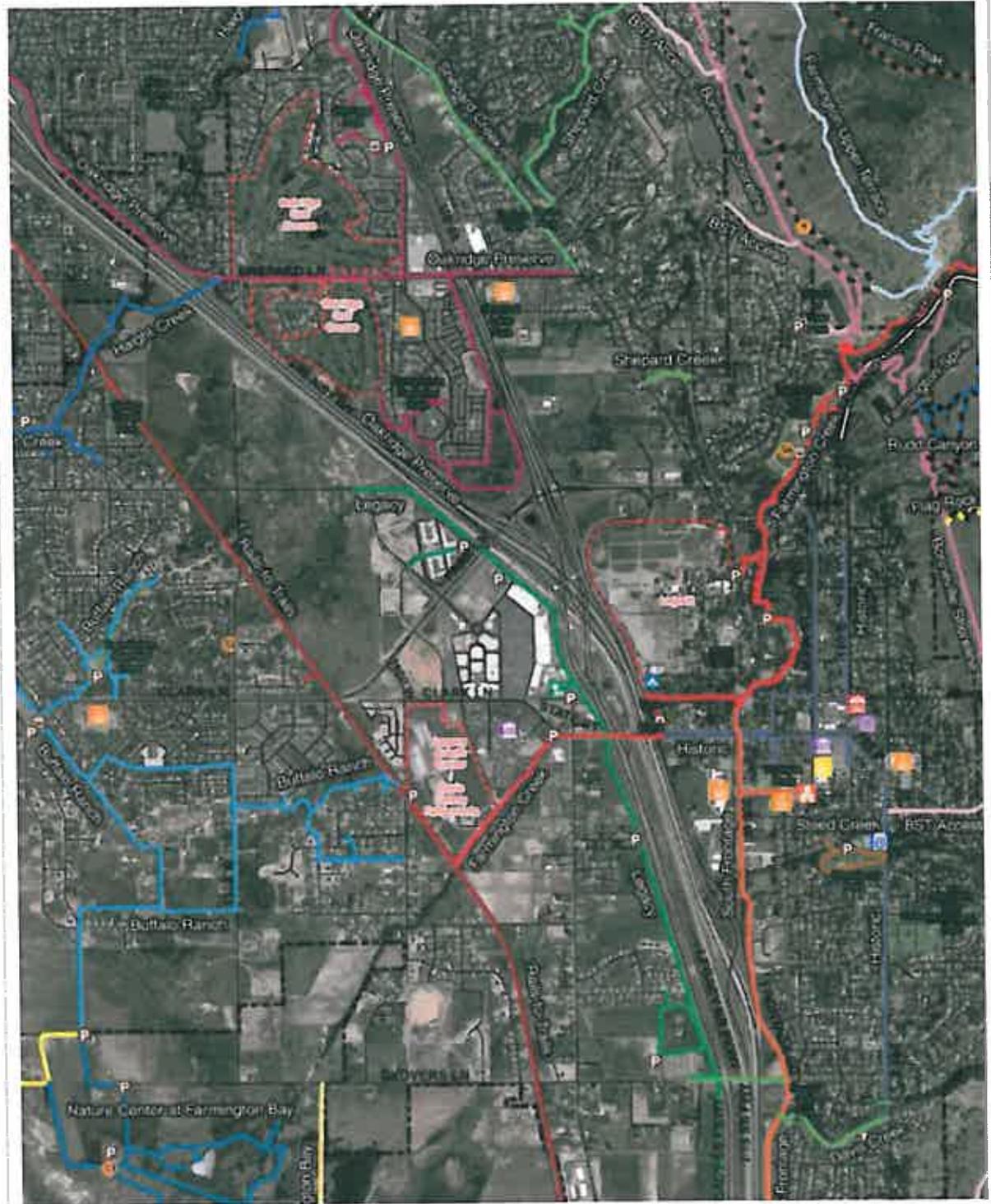
*Regional Bicycle Map*





*Regional Trails Map*

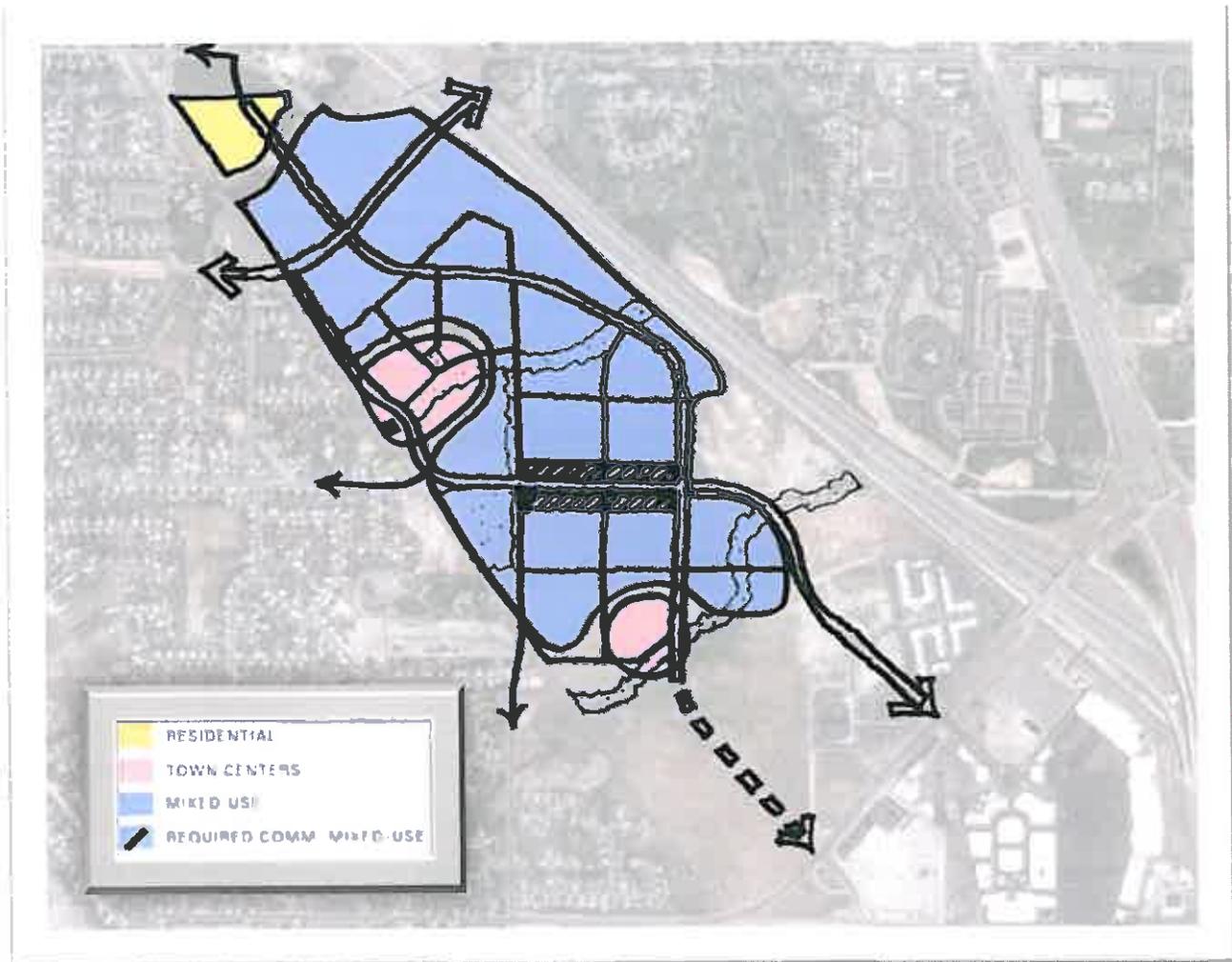
STAY FARMINGTON, LLC





## D) Development & Ingress/Egress to Public Amenities

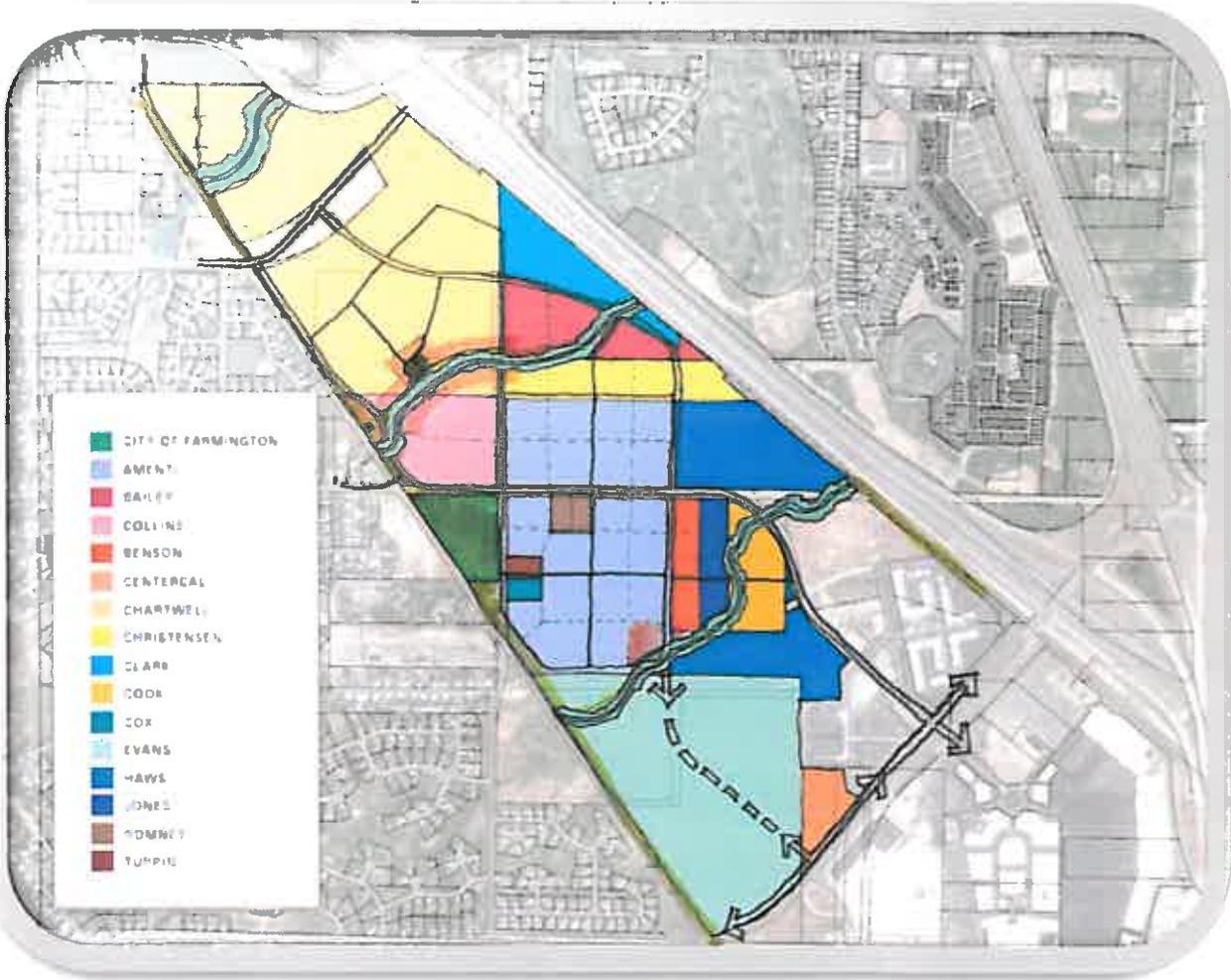
*Land Use Plan Showing Connection to Park Lane, I-15 & Shepard Lane*





*Concept Diagram with Property Lines Delineated*

STAY FARMINGTON, LLC



# Concept Site Plan

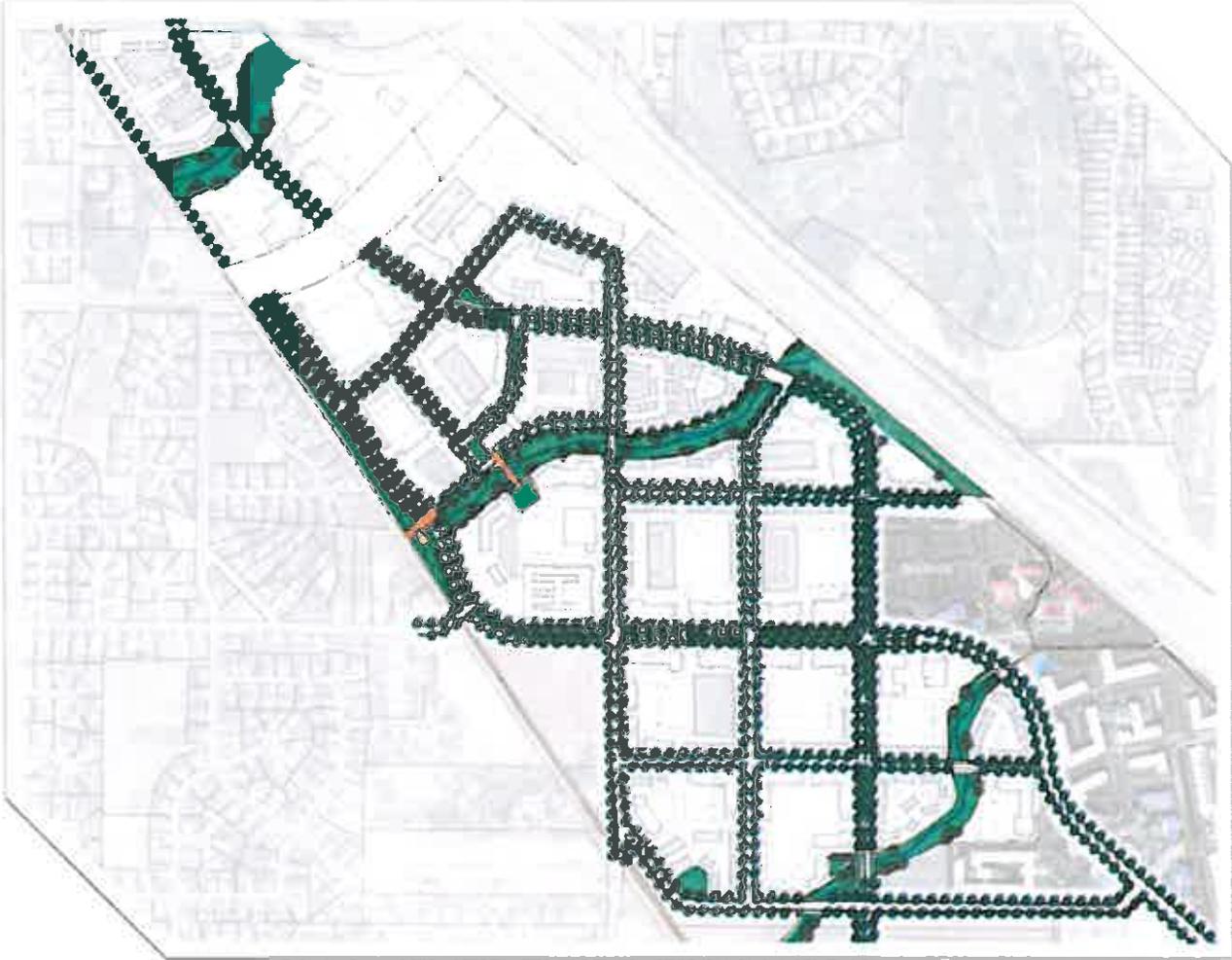
STAY FARMINGTON, LLC





# E) Open Space Concept Maps

## *Open Space Framework*

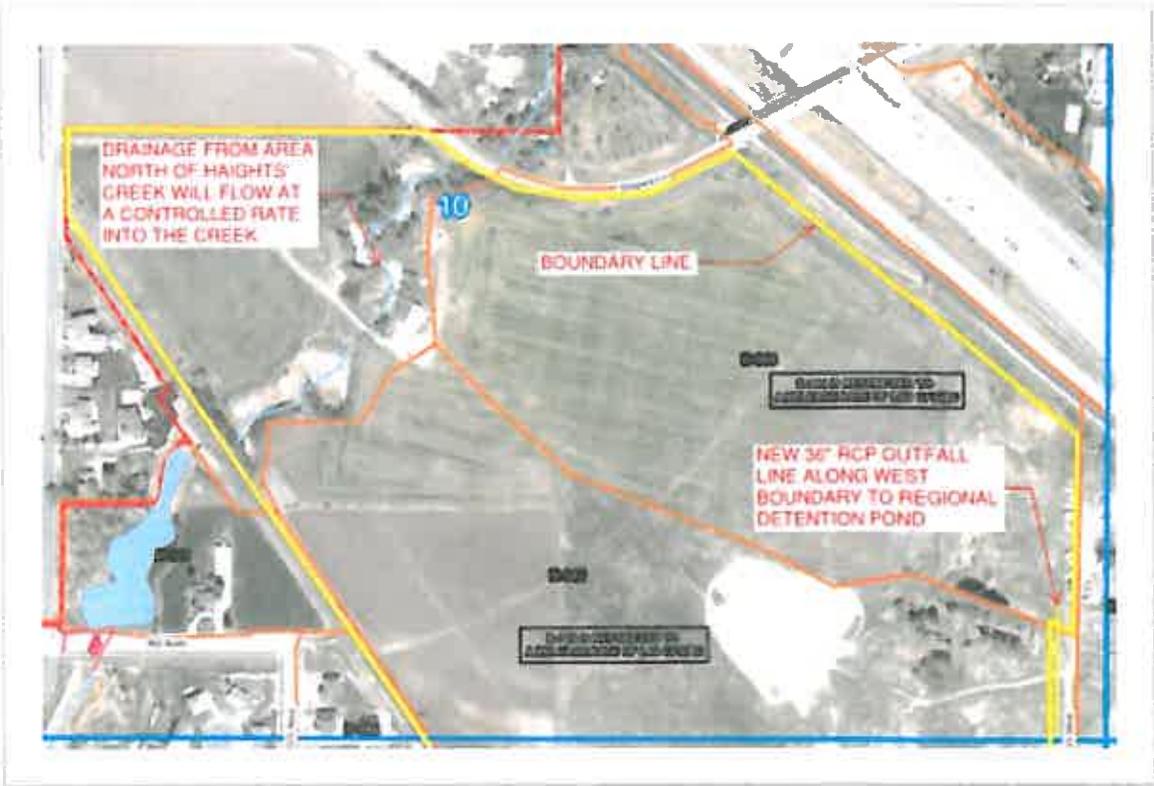






# F) Regional Storm Drain & Public Utilities

*Proposed Storm Drain into Haight's Creek*



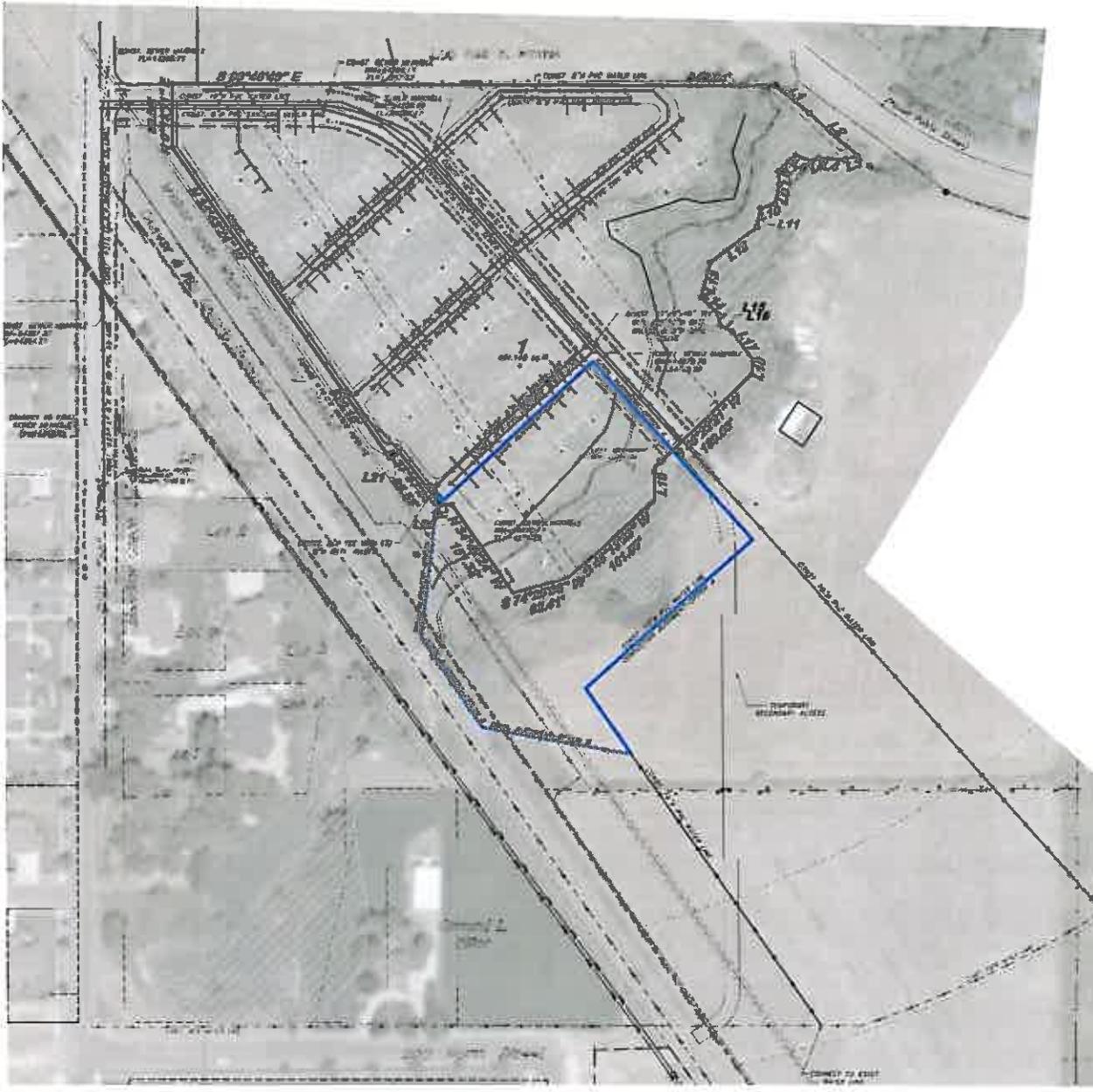






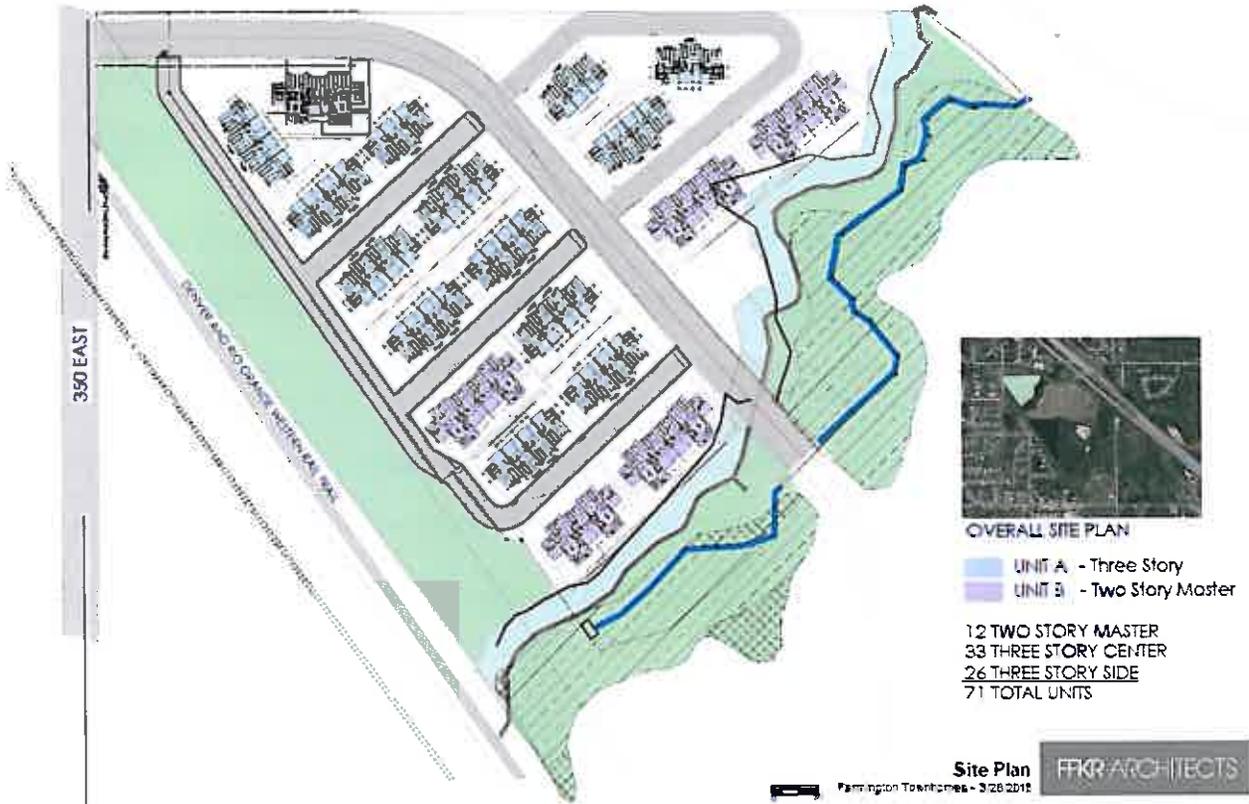
*Waterline and Sewer Outfall – Proposed*

STAY FARMINGTON, LLC





## G) Map Showing Block Plans Deviating from Regulations

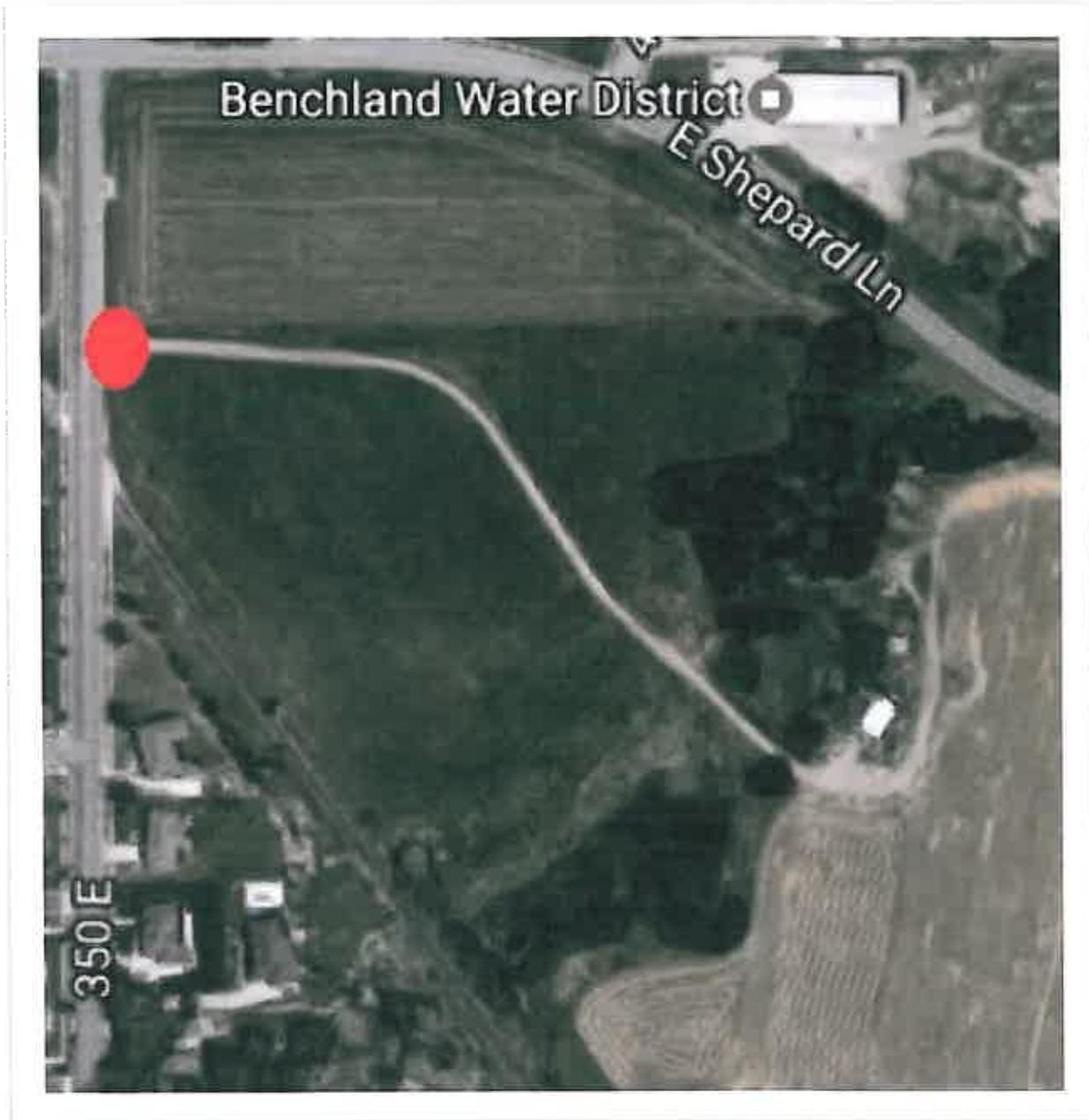


The entire layout deviates from the street infrastructure in the OMU zone but works for a residential sub-division.



## H) Preliminary Transportation Network

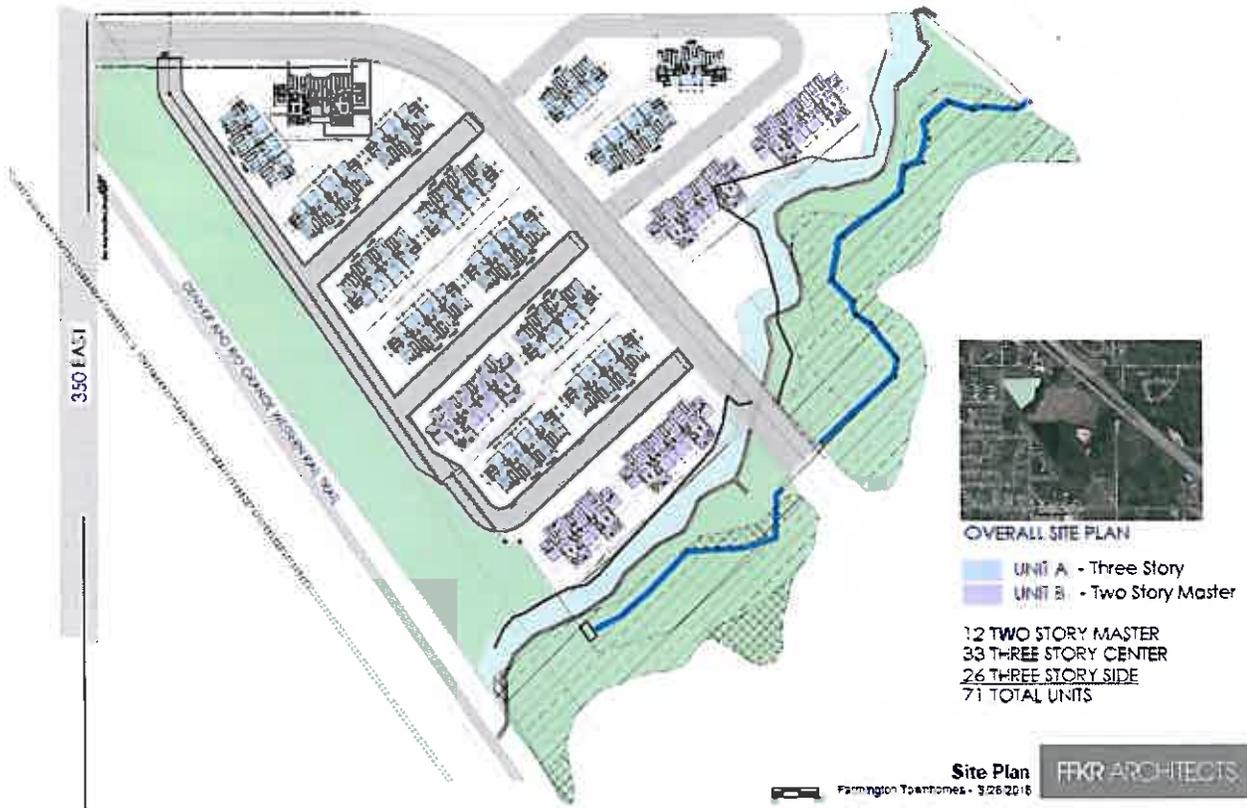
*Existing Access from 350 East – Shown with Red Dot*



Existing access to existing farming facility

# Proposed Internal Circulation

STAY FARMINGTON, LLC



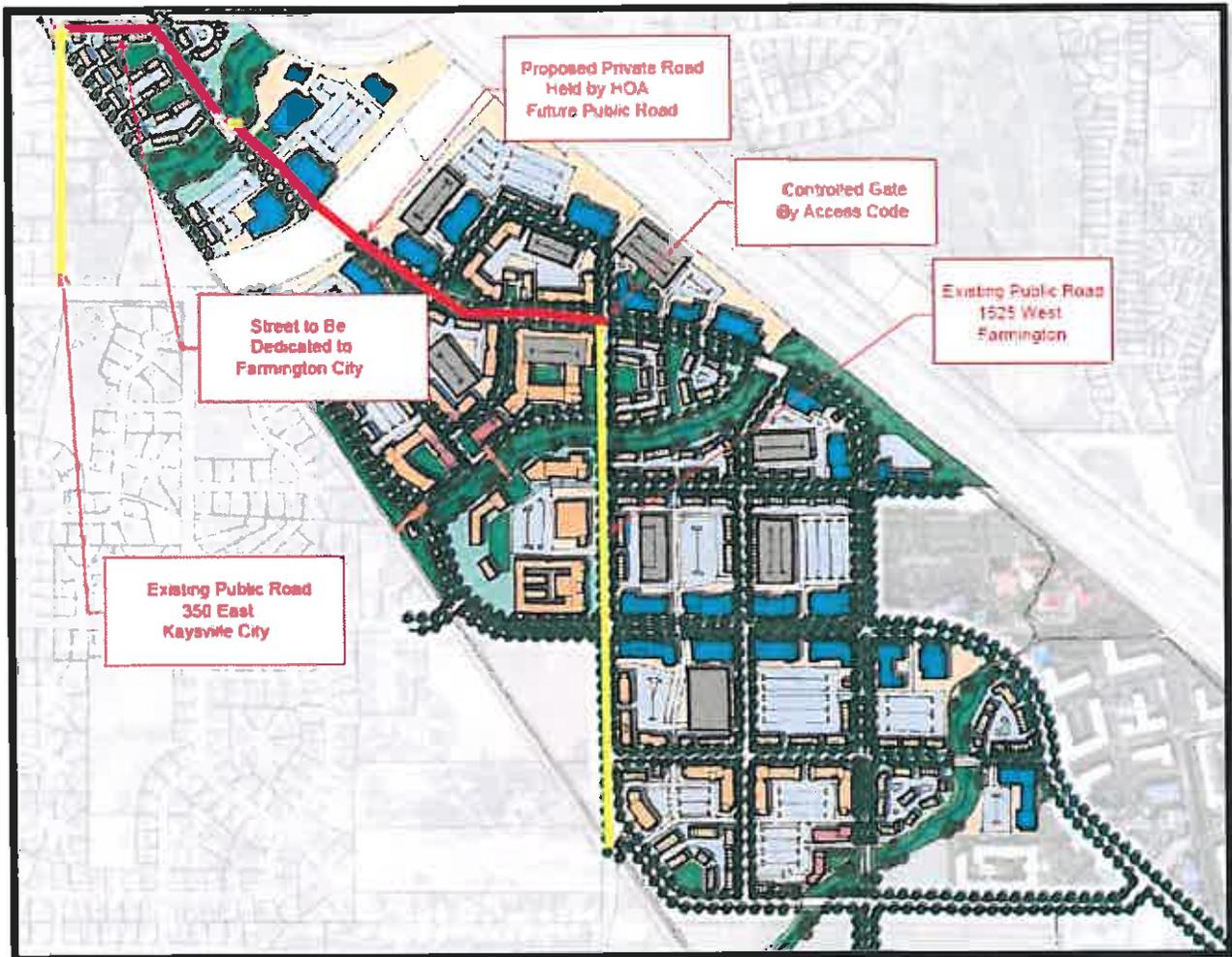


*950 North Map  
Proposed Secondary Access – Option 1*





*1525 West Map  
Proposed Secondary Access – Option 2*





## Traffic Study – Map Showing Modal Split & Traffic Counts

STAY FARMINGTON, LLC

August 14, 2017

Mr. Brian Karren  
Principal  
Chartwell Capital Partners  
801-694-9530



### Introduction

The following memorandum addresses the trip generation for the proposed townhome development of North Station in Farmington, Utah near Shepard Lane. The property is proposed as a 100 unit townhome development. A future interchange is planned at Shepard Lane and I-15 which will provide substantial transportation capacity to the north Farmington area, this development would utilize the 2000 West and Shepard Lane roadways in the near term.



Figure 1: Townhouse North Station – Farmington, Utah

P.O. Box 521651 Salt Lake City, UT 84152  
(801) 949-0348 fax (801) 582-6252  
airans@comcast.net

1



Figure 2: Proposed Roadway Connection

**Trip Generation**

The trip generation rate for land uses comes from the ITE Trip Generation Manual, 9<sup>th</sup> Edition. Trip generation rates are based on a per unit basis as provided for the critical AM, PM and daily traffic rates. Multiplying the trip rate by the facility sizes provides the trip generation for the site by land use.

**Site Traffic Projections**

ITE 9th Ed	Size	Land Use	Trip Rate			Trips		
			AM	PM	Daily	AM	PM	Daily
Townhomes	100	230	0.44	0.52	5.81	44	52	581

A count at 350 E and 2200 South on August 8, 2017 provides the current critical PM peak counts. Based on these counts, the projected daily counts are estimated at 3,950 ADT 350 East and 190 ADT for 2200 South. UDOT Counts have Shepard Lane at 7,335 ADT.



Both 350 East and Shepard Lane are considered Suburb Collectors with a capacity of 13,500 ADT for a 2-lane and 15,000 ADT for a 3-lane Collector. The proposed development has the capacity to accommodate the projected development.



Traffic Study – Page 4

Suburban				Rural				Urban / CBD			
LOS E				LOS E				LOS E			
Lane	Freeway	Arterial	Collector	Lane	Freeway	Arterial	Collector	Lane	Freeway	Arterial	Collector
2 Lane	NA	15,000	13,500	2 Lane	NA	15,500	17,000	2 Lane	NA	10,500	9,500
3 Lane	NA	18,500	19,000	3 Lane	NA	21,000	15,500	3 Lane	NA	17,000	15,000
4 Lane	NA	28,500	29,500	4 Lane	80,000	33,000	25,500	4 Lane	90,000	31,000	23,000
5 Lane	89,000	38,000	31,500	5 Lane	NA	35,000	28,500	5 Lane	NA	39,000	37,000
6 Lane	NA	38,000	NA	6 Lane	115,000	49,000	NA	6 Lane	142,000	50,000	NA
7 Lane	140,000	53,000	NA	7 Lane	NA	53,000	NA	7 Lane	NA	59,500	NA
8 Lane	NA	59,000	NA	8 Lane	NA	NA	NA	8 Lane	189,000	NA	NA
9 Lane	187,000	NA	NA								

LOS D				LOS D				LOS D			
Lane	Freeway	Arterial	Collector	Lane	Freeway	Arterial	Collector	Lane	Freeway	Arterial	Collector
2 Lane	NA	11,500	10,500	2 Lane	NA	15,500	9,500	2 Lane	NA	10,000	7,000
3 Lane	NA	13,000	11,500	3 Lane	NA	18,500	10,500	3 Lane	NA	14,000	12,500
4 Lane	29,000	25,000	22,500	4 Lane	53,000	28,000	20,500	4 Lane	73,000	25,000	19,000
5 Lane	NA	30,500	29,000	5 Lane	NA	26,000	22,500	5 Lane	NA	30,500	26,000
6 Lane	NA	49,500	NA	6 Lane	91,000	36,000	NA	6 Lane	116,000	40,500	NA
7 Lane	118,000	49,500	NA	7 Lane	NA	42,000	NA	7 Lane	NA	49,000	NA
8 Lane	NA	48,000	NA	8 Lane	NA	NA	NA	8 Lane	154,000	NA	NA
9 Lane	140,000	NA	NA								

LOS C				LOS C				LOS C			
Lane	Freeway	Arterial	Collector	Lane	Freeway	Arterial	Collector	Lane	Freeway	Arterial	Collector
2 Lane	NA	10,000	9,000	2 Lane	NA	12,000	7,500	2 Lane	NA	8,500	7,500
3 Lane	NA	11,500	10,000	3 Lane	NA	13,000	8,100	3 Lane	NA	10,000	10,500
4 Lane	20,000	25,000	18,000	4 Lane	50,000	20,500	16,000	4 Lane	63,000	20,000	15,000
5 Lane	NA	28,000	21,500	5 Lane	NA	22,000	18,000	5 Lane	NA	28,000	23,500
6 Lane	NA	38,000	NA	6 Lane	72,000	30,500	NA	6 Lane	100,000	31,000	NA
7 Lane	95,000	38,000	NA	7 Lane	NA	33,000	NA	7 Lane	NA	42,000	NA
8 Lane	NA	42,000	NA	8 Lane	NA	NA	NA	8 Lane	133,000	NA	NA
9 Lane	128,000	NA	NA								

With the half-width improvements of 350 East along the property frontage, there is an opportunity to restripe the road with a 3-lane cross section with a center turn lane. This would more than provide mitigation for the proposed 100 townhome development.

Please contact me with any questions.

Sincerely,  
A-Trans Engineering

Joseph Perrin, PhD, PE, PTOE  
Principal



## I) Existing Structures



The above structure is the only structure near the subject. It is South of Hights Creek.



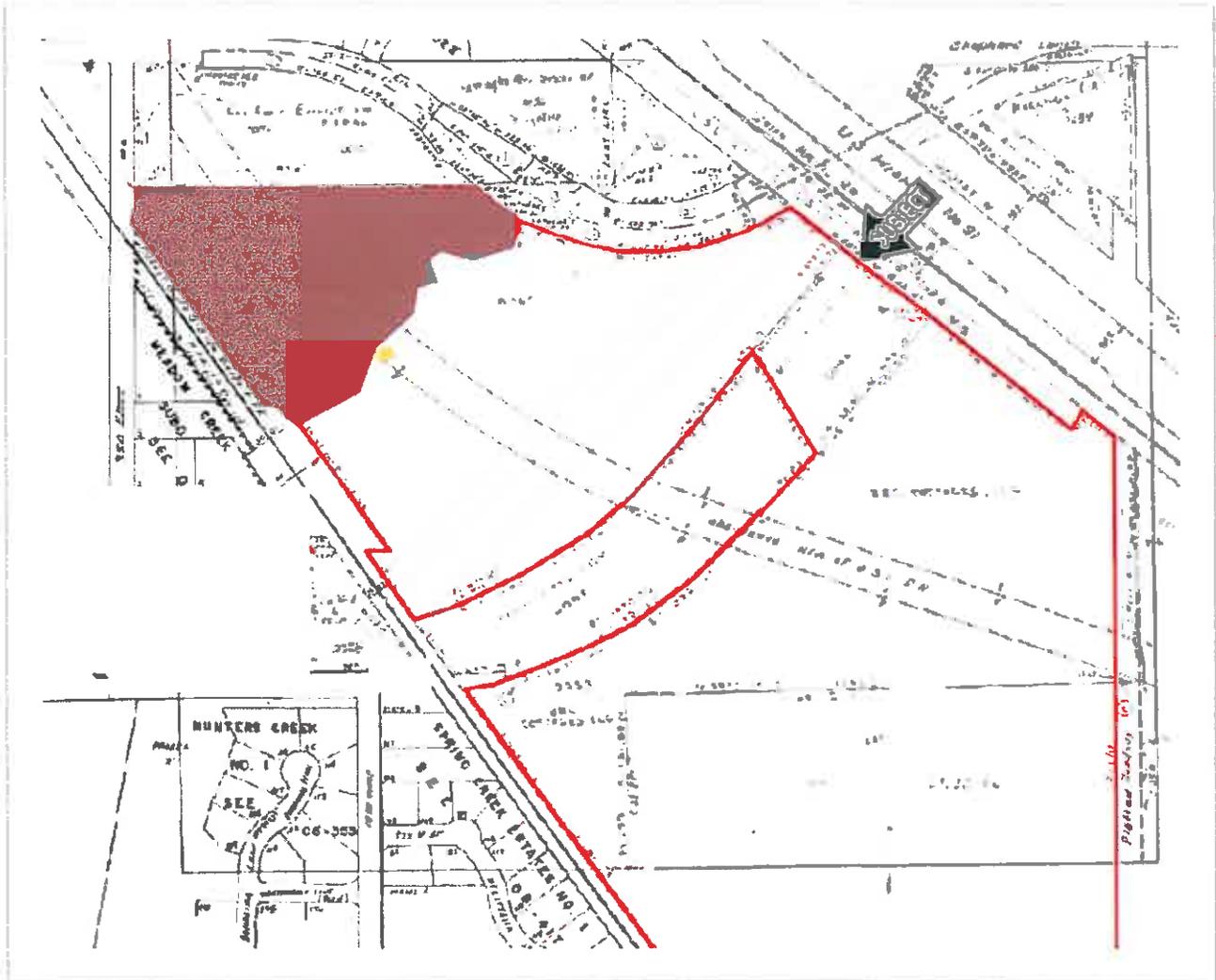
## J) Sequence and Timing of Improvements

No maps are associated with the sequence or timing of improvements.



## K) Boundaries of the Subject – Plat Map

*County Plat Map of 84 acres, with 9 acres north of Haight's Creek Highlighted*



2 acres hugging the Old Railway/Trail will be purchased from Weber Basin Improvement District. Utah Land Surveying is preparing a survey of the site in conjunction with the purchase.



*Aerial of Existing Property*



2 acres hugging the Old Railway/Trail will be purchased from Weber Basin Improvement District. Utah Land Surveying is preparing a survey of the site in conjunction with the purchase.



## I) Other Information Requested

In a meeting with the planning commission, no other information was requested. Thus, no maps were provided.

## CITY COUNCIL AGENDA

For Council Meeting:  
September 18, 2018

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

1. Approval of Minutes from August 21, 2018
2. Approval of Minutes from September 4, 2018
3. Rock Mill Estates Subdivision Improvements Agreement Recommendation
4. Station Parkway Road Widening
5. 950 North Connector Road Preliminary Design
6. Housing GAP Coalition Resolution

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

August 21, 2018

### WORK SESSION

*Present: Mayor Pro Tempore Brett Anderson; Councilmembers Rebecca Wayment, Doug Anderson, Alex Leeman; City Manager Dave Millheim, City Economic Development Director Brigham Mellor, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden*

*Excused: Mayor Jim Talbot, Councilmember Cory Ritz*

The meeting was called to order at 6:06 pm by Mayor Pro Tempore **Brett Anderson**.

### Future of North Station CRA

Economic Development Director **Brigham Mellor** presented information to the Council regarding the long term vision for North Station Park. **Brigham Mellor** noted that the demand for infrastructure already exists. He proposed that several CRAs could be created to allow for the loaning of money between incentive areas to finance infrastructure as needed. **Dave Millheim** said that property owners are on board with the plan of mixed use, trails, etc. as outlined in the small area master plan. Having a strong master plan to use as a guideline can help keep decisions focused and the City can be proactive rather than reactive.

Councilmembers discussed the need to plan for school crowding, water issues and the concerns of residents related to multi-family housing. **Brigham Mellor** suggested that the City and developers should do more to provide information to residents about development plans. Residents should understand that the build out could take twenty years, and that it will not be done all at once. Councilmembers discussed the desire for Farmington to have employment opportunities that would allow people to afford housing in Farmington and not have to commute.

How the business park will be built out and what incentive packages will be offered to businesses will remain important decision items for this and future Councils.

### REGULAR SESSION

*Present: Mayor Pro Tempore Brett Anderson; Councilmembers Rebecca Wayment, Doug Anderson, Alex Leeman; City Manager Dave Millheim, City Economic Development Director Brigham Mellor, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden*

*Excused: Mayor Jim Talbot, Councilmember Cory Ritz*

### **CALL TO ORDER:**

Mayor Pro Tempore **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 **Dave Millheim** and the Pledge of Allegiance was led by **Brett Anderson**.

### **Introduction of New City Councilmember and Administration of Oath of Office**

**Holly Gadd** administered the Oath of Office to Councilmember **Alex Leeman**. **Alex Leeman** introduced his family members in attendance.

### **PUBLIC HEARINGS:**

#### **North Station Phase I Development Agreement & PMP – Ken Stuart**

**Eric Anderson** presented information from the staff report related to the planning charrette conducted by UDA which involved all property owners and was established as a guide for future development. The plan was adopted as part of the general plan. The applicant is proposing 71 townhomes, the majority of which face paseos and have alley loaded garages, with either two-story or three-story buildings. The project is proposing a spine road that moves from the southeast to the northeast of the property, and accesses 350 South in Kaysville. **Eric Anderson** noted that the DRC has worked through most of the issues, and others will be resolved at a later review stage. The Site Plan and Architectural Review Committee (SPARC) also reviewed the proposed PMP and made several suggestions to the applicant regarding building placement, alley width, open space configuration, and connectivity. The current plan was revised to conform to the recommendations made by SPARC, and has incorporated most, if not all, of these suggestions.

**Eric Anderson** explained that the applicant has to use Section 140 of Chapter 18 to allow for a deviation of the underlying zone through a development agreement; residential uses are not allowed in the OMU zone. **Eric Anderson** stated that the development agreement is the central part for review/decision and that the project master plan is an attachment to the agreement. He said that prior to the sale of the units, the applicant is required to have approval for the schematic subdivision plan.

**Brett Anderson** reviewed the concerns from the Planning Commission and asked about the placement of the two-story and three-story units noting the desire to have a buffer between existing residential neighborhoods. **Rebecca Wayment** asked about the decision to place three-story units closer to the residences.

Applicant **Ken Stuart**, 355 north 675-East, North Salt Lake, stated that he owns 3.9 million square feet of property and wants to do what is best for the aggregate area. He said as part of the planning charrette, it was decided that north of Haight Creek should be a transitional use between single family residences and townhomes and commercial. As it is zoned, he said he has vested

rights for 4-6 stories or 60-80 feet height for a commercial building. Through the planning efforts, his team determined that the two-story masters would be along Haight Creek to capitalize on landscaping. The townhomes would be approximately 2600 square feet and be priced between \$390,000 and \$430,000. He explained that some of the three-story buildings are only three-story in the center, some buildings are three stories across the building. He said that they have considered the view corridor for existing homes in both Farmington and Kaysville and there would be at least 200 feet between existing homes and the proposed townhomes. He noted that as part of the planning process Stay Farmington will contribute to resurfacing 350 East.

**Rebecca Wayment** asked the applicant about the height of the three-story building and if there is any elevation gain between the subject property and the property to the West. Ken Stuart responded that he did not have exact figures but that it was approximately 35 feet to the top of the wall and then additional height for the pitch of the roof. He said that the surrounding homes are below grade so there would be some elevation difference.

**Brett Anderson** asked about water usage for grass and other landscaping and asked how it compared to single family home usage. Ken Stuart said that they intend to do xeriscaping, and that in the aggregate, the water usage is less than single family homes.

**Rebecca Wayment** noted that plans in the packet with a March 28 date indicate 71 units comprised of 10 two-story units, 35 three-story centers, 26 three-story sides and another document dated in April reflects 12 two-story units, 33 three-story centers, 26 three-story sides; she asked the applicant to explain the discrepancy. Ken Stuart said that after meeting with SPARC some adjustments were made and units were shifted; additionally the alleyways were modified to a rounded end.

**Doug Anderson** asked about gas utilities available in the area. Ken Stuart said that Dominion Energy had completed work in the area and the next step was to bore under Shephard Lane to continue the work on their line. Dominion has not vacated the property yet.

*At 7:34 p.m. Brett Anderson opened the public hearing.*

**Wendell Perry**, 2780 Shephard Lane, Kaysville, he said he is building a new house in the area and the proposed townhomes will impact his views. He asked why this was a good transition from single dwelling houses to two- and three-story townhomes and suggested a subdivision of townhomes that were one and two levels would be preferable. He asked if "highest and best use" meant highest revenue for Farmington. He wondered about the advantages of townhomes over single family residences. He said that Farmington is just "blasting with houses" and he would like to see some open space preserved. He expressed concern about irrigation and culinary water, as well as other utilities. He also expressed concern about school crowding. He said that Shephard Lane needs to be improved before additional traffic is added.

**Kyle Stowell**, 1764 Burke Lane, lives south of the development. He said that other neighbors may have written emails rather than attend in person because of Back to School night at Endeavor Elementary. He said that he has expressed concern about high-density housing in this area for several years since it was rezoned OMU. The City once offered to put together a

committee to further define a transition area/buffer zone which would then be codified. The City never formed the committee, despite resident follow-up. At a previous public hearing, **Cory Ritz** acknowledged that the City said they would form the committee. **Kyle Stowell** said that residents feel ignored. He said that the proposal for three-story buildings, that look like they exceed 40 feet. He believes that if the committee had been formed the zone text would have limited the property to two-story buildings on the west side of the development. He asked the City to follow-through on its promises so that a compromise can be reached to reduce the impact of development on residents.

**Heidi Herron**, 926 North 1875 West, said that residents want the buffered tiered transition they were promised when the area was rezoned. She said that three stories that are 35 feet before the pitch is very tall, and the plan does not show a transition approach. She suggested that two-story townhomes would be a good compromise and provide developers with the residential they want (but are not currently zoned for) and provide the transition wanted by the residents.

**Paulette Hewitt**, 541 West 250 South, said she supports the idea of the business park and the plans for the surrounding area. She is concerned about adding more homes and would like to see an additional Fire Station in the City. She also expressed concern regarding increases in traffic, particularly at the 4-way stop at Shephard Lane and 350 East (Kaysville). She suggested that a temporary light would help with traffic until the interchange is established. She said that she hopes the townhomes look "homey" and not industrial, as that would help the transition feeling. She said the idea of the buffer is important and noted that there will be no buffer between homes and the Randy Rigby subdivision.

*At 7:49 p.m. Brett Anderson closed the public hearing.*

**Alex Leeman** shared some of the discussion points from previous Planning Commission review. He said they liked the promenades between the developments that avoid the constant concrete of other developments. Transitional density was a concern for the Planning Commission but with the D&RG trail and the pipeline easement there is some natural buffer. He acknowledged the complaints regarding the citizen working group and whether what has been presented is a stepped up transitional approach, or an abrupt increase.

**Doug Anderson** questioned whether the two-story lots along Haight Creek should be seen as a premium lot when they will eventually be facing office buildings. His biggest concern is the buffer and wondered if the applicant would consider the two-story homes along the D&RG trail. He acknowledge the need for a fire station in West Farmington. **Dave Millheim** said that although the City does not have a second station manned on the West Side, engines are stored in the Public Works yard to allow for a response if for some reason the access from East Farmington is blocked.

**Eric Anderson** noted that current zoning for the OMU allows for high intensity uses and the applicant is vested for four-story office buildings. **David Petersen** noted that Farmington measures to the mid-point of the roof and a two-story home is typically 27 feet. He said that two-story townhomes are generally lower because they do not have vaulted ceilings.

**Eric Anderson** responded to the question about why townhomes were preferable in the area by noting that townhomes were included in the Small Area Master Plan as buffer between existing homes and higher intensity office uses. **Brett Anderson** said that he would want the two-story townhomes to be the buffer. **Eric Anderson** noted that the City Council has discretion regarding that and it could be specified in the development agreement. He said that the Council could table the item and allow the applicant to address some concerns raised. He also said that the PMP, as submitted, does not reflect changes requested by the SPARC and the Planning Commission.

**Rebecca Wayment** said that townhomes were preferable to office space in this area, but expressed concern about a transition to buffer residents to the West. She said that what has been presented is a good start, but would like to see some adjustments made. **Brett Anderson** and **Doug Anderson** agreed that they would like to see a revised plan. **Alex Leeman** said that the development agreement could include limits to building height.

**Eric Anderson** said that the Council could table the matter, deny the application, or approve with conditions that address concerns. **Dave Millheim** suggested that the Council was not ready to approve or deny and that tabling should be done with some guidance to the applicant.

*Motion:*

**Doug Anderson** moved that the City Council table the matter to allow the applicant and staff to provide additional information including: the height of existing single family homes in the area of the development, the heights of the proposed buildings, a side view of the incline in height and potential impact to residents; and the feasibility of changing where the two- and three-story units are located within the development.

**Alex Leeman** seconded the motion which was approved unanimously.

**Dave Millheim** and **David Petersen** suggested that a development committee be formed with a couple of Councilmembers and residents to review the answers that the developer supplies. Councilmembers **Brett Anderson** and **Doug Anderson** agreed to work with **David Petersen** on the committee and extended invitations to **Heidi Herron** and **Kyle Stowell** to participate.

**Zone Text Amendment of Regulating Plan**

**Eric Anderson** noted that this item was related to the tabled North Station Phase I Development Agreement & PMP. He said that it could be considered on its own merits or be continued to a date certain. **Rebecca Wayment** questioned the need for a Zone Text Amendment approval if the applicant has been asked to come back with a revised site plan. **Eric Anderson** said that tabling the item is an option, but the road alignment makes sense regardless of the PMP approval. He said that the proposed zone text amendment reflects the North Station Phase I Project Master Plan by making the road connect to 350 South in Kaysville instead of Shepard Lane, as it is currently shown on the codified Regulating Plan that was adopted earlier this year.

*Mayor Pro Tempore Brett Anderson opened the public hearing at 8:26 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.*

***Motion:***

**Doug Anderson** moved that the City Council approve the enclosed enabling ordinance amending Section 11-18-040 of the Zoning Ordinance related to the Regulating Plan with Findings for Approval 1-3.

**Rebecca Wayment** seconded the motion which was approved unanimously.

**Findings for Approval:**

1. The zone text amendment is consistent with the North Station Small Area Master Plan for the area, which is an adopted element of the City's General Plan.
2. The Regulating Plan and related amendments are consistent with North Station Phase I PMP application, which is currently under review by the City.
3. The Regulating Plan amendment is consistent with the intent of Chapter 18 of the Zoning Ordinance, and more specifically, the OMU zone.

**NEW BUSINESS:**

**650 West Concrete Project**

**Dave Millheim** said that the TIGER grant has had delays and the City would like to engage a local contractor that can get the work done in the near future. **Dave Millheim** said that he does not have a detailed schedule of the work but it will be done before there is snow.

***Motion:***

**Alex Leeman** moved to approve the bid as outlined in the staff report and award the concrete work along 650 West south of Glovers Lane to Ross Campbell.

**Doug Anderson** seconded the motion which was approved unanimously.

**SUMMARY ACTION:**

1. Approval of Minutes from August 7, 2018
2. Boundary Adjustment ordinance with Kaysville City – Ken Stuart (approximately 1000 North and 2000 West)

**Rebecca Wayment** moved, with a second from **Alex Leeman**, to approve summary action item 1 and 2 as contained in the staff reports.

The motion was approved unanimously.

**GOVERNING BODY REPORTS:**

**City Manager Report**

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

**Dave Millheim** referred Councilmembers to the items in the staff report, and had no additional updates to report.

### **Mayor Talbot & City Council Reports**

#### **Councilmember Doug Anderson**

No updates to report.

#### **Councilmember Brett Anderson**

No updates to report.

#### **Councilmember Alex Leeman**

No updates to report.

#### **Councilmember Rebecca Wayment**

**Rebecca Wayment** asked about the traffic impact with the opening of the new high school. **Dave Millheim** said that the City monitored traffic in April and will monitor traffic patterns again in September to determine traffic counts and areas that may need police presence. The Farmington Police Department will be monitoring the traffic closely and issuing tickets as necessary.

#### **Mayor Jim Talbot**

Via e-mail, **Jim Talbot** asked that the City Council consider **Shawn Beus** for appointment to the Planning Commission.

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

**Doug Anderson** moved that the City Council accept the Mayor's recommendation and appoint Shawn Beus to the Farmington Planning Commission.

**Rebecca Wayment** seconded the motion which was approved unanimously.

### **CLOSED SESSION**

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

At 8:40 p.m., **Rebecca Wayment** made a motion to go into a closed meeting for purpose of potential property acquisition. **Doug Anderson** seconded the motion which was unanimously approved.

Sworn Statement

I, **Brett Anderson**, Mayor Pro Tempore of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

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**Brett Anderson**, Mayor Pro Tempore

***Motion:***

At 8:58 p.m., a motion to reconvene into an open meeting was made by **Doug Anderson**. The motion was seconded by **Rebecca Wayment** which was unanimously approved.

**ADJOURNMENT**

***Motion:***

At 8:58 p.m., **Doug Anderson** moved to adjourn the meeting.

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**Holly Gadd**, Recorder

## Farmington City Council Meeting

September 4, 2018

### WORK SESSION

*Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Brett Anderson, Alex Leeman; City Manager Dave Millheim, Community Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd*

**David Petersen** gave a presentation on the growth (and dwelling units) within the City. He explained Farmington City as a community could be comprised of “two cities,” one in the mixed-use area and the other as everything else outside of the mixed-use area. He explained if the existing growth patterns continue at a greater percentage of the housing stock for the majority of Farmington, outside of the mixed-use area will become more single family in character, not less.

As discussed in the presentation, **David Petersen** provided a summary of all the actions the City has taken, while facing growth, to protect open space and improve the City’s character, ambiance, setting, and quality of life for its citizens. He said many of these items have not been done by other cities, are unique to Farmington, and have not been implemented in the same determined way by its residents, and past and present Mayors, City Councils, and Planning Commissions.

### REGULAR SESSION

*Present: Mayor Jim Talbot; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Brett Anderson, Alex Leeman; City Manager Dave Millheim, Community Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd*

### **CALL TO ORDER:**

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

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

The invocation was offered by **Rebecca Wayment** and the Pledge of Allegiance was led by **Isaac Teeples**, a scout from the community.

### **PUBLIC HEARINGS:**

**Benson Rezone and Plat Amendment for Farmington Downs West (332 South 1100 West) and Chestnut Farms Phase II (1250 W. Atrium Court)**

**Eric Anderson** said the applicant wants to sell a portion of their lot to another property. He said the properties are located in the Chestnut Farms Phase II, and the other in the Farmington Downs West subdivision. He said what is being proposed used to be able to be completed as plat amendments, but that as he and **David Petersen** reviewed the State Code, what is being proposed can actually be done as a boundary adjustment. **Eric Anderson** said a boundary adjustment is an administrative decision, and can be done over the counter through the Zoning Administrator. **Eric Anderson** said that a notice was sent out, and the staff report was updated so the item was no longer to be considered as a plat amendment.

**Eric Anderson** said that the reason the application is coming before the Council is for a rezone. He said the property is currently 2.34 acres; however, if the applicant does a boundary adjustment and sells a portion of their lot to Chestnut Farms, this lot would become nonconforming. He said the minimum lot size is 2 acres, so the lot needs to be rezoned to AE to make it a conforming lot. He said rezoning the property to AE would be consistent with the surrounding properties. He said staff is recommending approval for the rezone.

**Maureen Benson**, 332 S 1100 W., said that they are requesting a rezone for their property so they can finalize a boundary adjustment for the property.

**Mayor Talbot** opened the public hearing at 7:10 p.m.

**Mayor Talbot** closed the public hearing at 7:10 p.m.

There was no further discussion by the City Council members.

***Motion:***

**Doug Anderson** moved that the City Council approve the zoning map amendment of property located at 332. 1100 W., and further identified by parcel identification number 081640019 from A (Agriculture) to AE (Agriculture Estates), subject to all applicable Farmington City ordinances and development standards, and the following condition: the applicant shall obtain approval from the City for a boundary adjustment related to the transfer of property.

**Cory Ritz** seconded the motion, which was unanimously approved.

**Brookside Hollow Schematic Plan and Preliminary**

**Eric Anderson** showed the vicinity map for the location for the proposed project. He said one part of the property is zoned BP (Business Park) and the other is A (Agriculture). He said the applicant is proposing fifteen (15) single-family residential homes, and the 16<sup>th</sup> "lot" as an assisted living facility. He said all access for the project would come off of the Frontage Rd., with a cul-de-sac of smaller patio style homes, a few larger lots, and the assisted living facility. He said assisted living facilities are an allowed use in the BP zone (specifically called a residential facility for the elderly in the City Ordinance). He said single-family residential is not an allowed use, so the only way the developer is able to get single-family residential in this project is to request a PUD.

**Eric Anderson** said the applicant is requesting a PUD, which is why part of this item includes a preliminary PUD master plan. The preliminary PUD master plan as part of the PUD approval process, in addition to showing elevations of the proposed homes and a landscape plan for the PUD, among other things. He said these are all things to consider when deciding on the preliminary PUD master plan decision for tonight.

**Eric Anderson** said that based on permitted uses allowed in the BP zone, as per the City's Ordinance, staff's opinion is that single-family residential is a much lower intensity and impact as some of the other permitted uses. He said based on the applicant's yield plan, the applicant would be able to get approximately 1 or 2 lots from the property located in the A zone, and additional lots up to 31, or 33 lots with a density bonus. He said the applicant is only proposing 15 lots, and the assisted living facility. He said often developers try to drastically increase the residential density in a PUD; however, the applicant is not proposing to do so. He said staff is recommending approval.

**Eric Anderson** also added that the Planning Commission did express concern regarding the point of access to the subdivision. He said it was not a concern with site distance, but more of the queueing issues on the Frontage Rd. As part of the Planning Commission's recommendation for approval, the Commission added a condition for an intense traffic study to be completed. He said the applicant has not provided a traffic study at this point, but the Planning Commission felt it would be important to see the traffic study prior to preliminary plat, especially since the only point of access for the project is on the Frontage Rd.

**Mayor Jim Talbot** asked if the Planning Commission vote was unanimous. **Eric Anderson** said yes, the vote was unanimous for recommending approval to the Council, and for requesting a traffic study.

**David Petersen** said the Planning Commission wanted staff to make sure the Council knew the request for a traffic study was a "strong condition." The Commission wanted this item to move forward to the governing body that is able to make the decisions regarding the traffic concerns, but that the developer also wants a small "nod" of approval on this project before money is sunk into a traffic study. He said based on the traffic study results, the results might make this project more favorable at preliminary plat.

**Cory Ritz** said that he remembers another project was proposed for this property many years ago, and he remembers the point of access making the project a "non-starter." He asked about the difference of the previously proposed project and the project before the Commission today. **David Petersen** said the main difference is the additional piece of property that is being included on this proposed project. He said the property zoned BP is very deep. Developers have proposed things like an office building in the past; however, developers have been unsure what to do with the back half of the property. He said another proposal was for a high-end 3 story assisted living facility; however, the residents and City wanted a lower height restriction for the facility.

**Alex Leeman** clarified that the Planning Commission recommended approval of this project with two conditions. He said the first condition was regarding the traffic study, and the second was that the developer drop one lot, and reorient the placement of the remaining 14 lots. **David**

**Petersen** said when the developer presented to the Commission, the developer volunteered to drop a lot, and then agreed to it when the condition was added to the motion. He also said that Amy Shumway suggested a walking path in the project so that people from the assisted living facility could get out and walk. He said the developer is looking into that, and working with the LDS church to see if a foot bridge over the creek to the adjacent church can be constructed.

**Shawn Porum**, 215 N. Redwood Rd, North Salt Lake, said that they have discussed doing a traffic study, and are happy to do so to help make everyone feel more comfortable with the traffic concerns. He said that he feels this layout and proposed use is a much lower impact compared to other permitted uses for the BP zone. He said assisted living facilities generate very little traffic compared to other uses. He said they are planning on a trail that was discussed at the Planning Commission, as well as removing one lot. He said they do not have any concerns with the conditions proposed by the Planning Commission.

**Brett Anderson** asked if there will be an age restriction for the single-family residential portion of the project. **Shawn Porum** said yes. the age restriction will be 55+ year senior development.

**Mayor Jim Talbot** opened the public hearing at 7:24 p.m.

**Shauna Lund**, 933 Davis Creek Lane, said that she has concerns about several things. The first thing she is concerned about is the traffic, specifically that there is very little buffer area from the freeway to the project's front corner. She said if there are 2 to 3 cars backed up, it can become dangerous very quickly. She expressed concern regarding the 55+ senior community being so close to the assisted living facility. She said that she has looked for some time for a single-family residential home that is a quality built 1-level home. She said she has already talked with Brighton homes, but that she would have a hard time consider a home in this project because of the assisted living facility being so close to the homes, as it could impact the value of the homes.

**Jeff Tolman**, 433 S. Frontage Rd., said that he was unaware what is being proposed would be a 55+ senior community. He said Kestrel Bay has been a wonderful addition to the community and likes that it brought in families of all sizes. He feels the range of age contributes to the vitality of the community. He said that he feels a person should be able to do as they choose with their property; however, if there are concerns about the safety of others, those concerns need to be addressed. He said the Frontage Rd. is owned by the County, and the City has said they cannot do anything with it; however, he said the City has a contract with the County to maintain it. He said it doesn't matter who has responsibility for the road, if the safety of the citizens are impacted, he believes it is the responsibility of the City to ensure those concerns are mitigated.

**Jeff Tolman** said this new development will have an impact on the critical flow of traffic to and from the Frontage Rd. He said as someone that has lost a son to an automobile accident in Farmington, he requested that the City take responsibility for the safety of pedestrians and motorists by following a few suggestions. First, he asked that the City ensure there are two lanes coming up to the Frontage Rd. from Kestrel Bay to 200 W. He said this will help reduce the heavy traffic periods by allowing individuals that want to get on the freeway a lane to do so, while not blocking other traffic. Second, he asked that the City have a dedicated "right to remain" for those exiting the freeway. Currently, there is no way to get out of the lane of traffic

for the cars coming off the freeway, unless you leave the line of traffic. Third, he asked that the developer leave the trees and the shrubs around the front of the property at the intersection of the freeway, so that pedestrians and bicyclists heading north can be seen by the motorists exiting the freeway. Fourth, he asked that a dedicated turn lane for those turning into the development driving south on the Frontage Rd. He said right now during peak traffic times, the person will sit and wait to turn into a property if there is a queue of cars driving north. He said if traffic backs up around the curve, it will also back up all the way onto the freeway since it is only one lane. Fifth, he asked that a continuous walkway all the way down to Glovers Lane be included to ensure the safety of the junior high and school students walking to and from school. He said he discussed this with the Chief of Police. The Chief of Police mentioned the City was given a grant to put in sidewalk on the east side all the way down Glovers Lane, but **Jeff Tolman** said he has not seen any action on that yet. He said when **Kestrel Bay** was developed, asphalt was added to widen the lane to support the traffic going north. He feels something similar should also happen with this development. He said he understands someone might view his concerns bigger than this development; however, he feels not is the time for the City to act. He said Farmington is significantly larger than when he moved here 30 years ago. He said this development will add traffic to this intersection, although it is claimed to not be a big increase, it will still be an increase. He asked that the City does not let excuses be the reason for inaction. He asked that the City Council please find ways to take action to ensure the safety of citizens in this area. He thanked the City Council members for their service, and asked that they give these traffic concerns the consideration the attention it deserves, and asked that the Council work with the appropriate people to see that these suggestions happen.

**Eric Jenkins**, 124 Wendell Way, asked how many residents the assisted living facility hold. Staff responded that the developer is proposing to have 30 beds in the assisted living facility and 14 lots for single-family residential. **Eric Jenkins** said that he feels what is being proposed is misleading from 14 single-family residential to a total of 44. He said he feels the amount of people assisted living facilities bring in is being downplayed, as there will be the assisted living facility residents, visitors, employees of the facility, and more. Traffic will be more dense. He said the safety aspect has been well covered by Mr. Tolman. He said as a resident in the **Kestrel Bay** subdivision, **Brighton Homes** said that they would create a nice green area, but the green space in their subdivision has had a hard time. Additionally, all the yards in the subdivision need to be replaced. He expressed concern that with the current water shortage, there will be less to go around for this project or less water could be allocated for **Kestrel Bay**. Additionally, increasing the traffic flow results in more traffic into the neighborhoods. He expressed concerned on how much this project would increase traffic.

**Brittani Lots**, 529 S. Wendell Way, said she lives in **Kestrel Bay**, and is the first house into the project off of the Frontage Rd. She expressed concern regarding the traffic; many cars cut through the neighborhood to avoid the line that's backed up on the Frontage Rd. She said she has spent over 15 minutes in the queue line on the Frontage Rd. She said she has requested speed bumps be put in through the subdivision to slow the cars using the neighborhood to cut through, but the request has not been approved. She said another concern is the mess **Brighton Homes** left with the water. As the HOA president, she said she has worked with **Benchland** for 3 years to solve the water problem. She said that water shortage is not the problem, but that water pressure is. She said their sprinklers are set to max pressure, and sprinklers still won't come out of the

ground. She said it is not just dead yards, but most of the trees as well. She said that she is very concerned that this area cannot handle more development and traffic. She also asked if there is something that can be done regarding the traffic entering their area, either with stop signs or speed bumps.

**Clyde Jackson**, 353 S. 75 W., said that he attended the Planning Commission meeting, and that there was an addition condition that was supposed to be addressed. He said this area could potentially be 6-7' lower in elevation than the property to the east. He said during the Planning Commission meeting, it was mentioned this property could be in a flood plain due to its elevation. He expressed concern that there could be flooding on the property. He also has concerns about the secondary water pressure in the area, as well as the amount of traffic through the neighborhoods. He said the opening of the high school is still so new that no one really knows the impact the high school traffic will have on the area. He said he recognizes that starting and closing times of school are difficult than rush hour, but high school traffic will also bring many day and night times as well with varying activities. He said that he would like to hear the results of a traffic study to determine how things like the high school traffic could indicate.

**Bob Payne**, 387 S. 75 W., said he lives just east of this subdivision. He said he appreciated the possible solutions Jeff Tolman proposed. He feels that if someone were to sit and watch that curve onto the Frontage Rd. from the freeway exit, that person would see that drivers take the curve at maximum speed. He said it is difficult to see a queue of cars until you are around that curve, which could result in additional accidents. He feels it would be impossible to take that corner safe with the proposed entrance. He said that he also just learned that that this development will be a 55+ senior development, which increases his concern that the elderly are not as well equipped to handle a difficult entrance. He feels that concern has not been considered.

**Maureen Clark**, 897 S. Snowberry Lane, said that she moved to Farmington in the late 90s, then away for a time, and is now back again. She said she moved to west Farmington, and has realized they have bought more house than they need. She said she has been looking and watching for a single-level home. She said when she heard of this project, she came to the Planning Commission meeting for more details. She said she loves the idea of a 55+ senior community, as well as the assisted living facility adjacent to it. She said that she cares for 4 aging parents, and wants to find a facility/care center near her. She said she loves the idea of a foot bridge from the church over to the facility as it would provide easy access for youth groups to come and serve the elderly. She said that 55+ is not as old as it may sound, and that many people over 55+ will well care for their home and provide a lot of service at the assisted living facility. She also expressed concerns with the traffic, and loved Mr. Tolman's suggestions for safety precautions.

**Mayor Jim Talbot** closed the public hearing at 7:50 p.m.

**Doug Anderson** said he is a product of this area, as he grew up across the street from this property. He said there are a lot of great people in the area, and he feels for their concerns for it. He appreciated the comments made by residents, and feels they were very appropriate. He said

when he reviews proposals. he often thinks. "What's the alternative?" He said he always thinks if the presented plan does not go there. what could be proposed for the property. He said in reviewing the staff report for this item, he saw the yield plan for 33 lots. He feels 33 lots would not be good for this area, especially with the traffic concerns.

**Brett Anderson** said in reviewing other conditional and permitted uses for the BP zone, he feels what is being proposed doesn't sound bad. He said he would like to figure out a way to make what is being proposed work.

**Doug Anderson** also said he appreciates Mr. Tolman's suggestions and wants to ensure they are seriously considered. He said he understands the frustrations of this corner. He knows how unsafe it is for pedestrians and bicyclists. He said he does **not** know who is responsible for this corner, but he feels it is the City's responsibility to work with UDOT or the County to figure it out. He said another comment he wanted to address was regarding Benchland water, and the lack of water pressure in Kestrel Bay. He said that he recently drove through the development, and that there is a lot of dead grass and trees. He feels the City should look into that to see how to gain more water pressure. He said growing up next to this property, a **dike** was built so it would not flood. He would like the flood plain addressed. He also asked that the cottonwood trees remain, if possible. He said he knows many do **not** like cottonwood trees; however, the trees create a natural buffer to the surrounding residents.

**Alex Leeman** thanked the residents for their comments. He agreed that there was a third comment from the Planning Commission regarding the flood plain. He would also like to see some of the suggestions offered by Mr. Tolman and the other residents. He said the concerns with the traffic are spot on. He said the Planning Commission spent most of their time discussing these concerns, specifically a right turn lane on 200 W. He said the Planning Commission did not discuss traffic going the opposite direction, but he feels, after what was brought up, that is even more scary than driving north on the Frontage Rd. He said that it is critical to **find** a solution because no matter what goes into that property, this intersection will be a problem. He also pointed out that UDOT will not allow an outlet onto 200 W., so access has to come out onto the Frontage Rd. He feels not resolving the concerns at this point would simply be "kicking the can down the road," as traffic patterns will only get worse.

**Dave Millheim** said that he does not have answers at this point, but that he thinks it is state owned. He said regardless of who owns it, he agreed that it is right of the City to worry how traffic will affect our community. He also pointed out to remember micro and macro decision making. He said this project and the use of it is a micro decision; however, a macro decision is like the coming of the new high school, and how it impacts traffic patterns.

**Dave Millheim** reminded the Council what has been done and set in motion. He said that he is interested in expanding a traffic study to look at the flow of the Frontage Rd. from approximately 200 W. down to Glovers Lane. He said prior to the open of the new high school opening, 22 traffic counters were put out, including on Glovers Lane and the freeway exit, to determine what the counts were prior to the high school opening. He said in the next month, most students will have determined their traffic patterns. He said the counters will again be placed around the City to see how much traffic is from the school versus other alternatives. He also added that he would

like the traffic study to look at Mr. Tolman's suggestions. He said if the Council chooses to move forward with the schematic plan, and the traffic study is added as a condition, he would like the condition to specify that it will include the data from the pre and post counters, and down to the intersection at Glovers Ln. and the Frontage Rd.

**Doug Anderson** asked if the traffic study would present solutions on if this intersection fails. **Dave Millheim** said the traffic study will include the movements of traffic, create a delta (or increase), and recommend solutions. He said if there seems to be some problems, alternatives will also be considered.

**Alex Leeman** said that when the development application was reviewed, the Planning Commission had a lot of concern regarding the traffic. The Planning Commission does not have jurisdiction over traffic, so they felt it was in the best to move the item on to the City Council so that regardless of if the development goes forward, the Council is aware on what needs to be done to make this intersection function properly.

**Brett Anderson** said that when Kestrel Bay was first proposed as a 55+ senior community, many neighbors were against it. He said statistics were presented for the traffic impact of a 55+ community versus a typical family community. At that time, the statistics showed that a senior community would generate a significantly lesser amount of traffic. He said that he is curious if a traffic study would reveal if the road is feasible, what measures would need to be implemented, and who would pay for those changes. He said there was a comment about not liking the assisted living facility; however, the property is already zoned to allow for that use. He said there is a question about if single-family residential should be allowed. He feels that if the Council says no to single-family residential, it is important to consider what could go there in its place, which would potentially be other business park uses.

**David Petersen** pointed out that the applicant is applying for a PUD, which will allow for a better blend with the surrounding neighborhoods. He said that the assisted living facility will have 16 parking stalls, but he feels it could get away with about 8. He said an assisted living facility generates significantly lower traffic than traffic from a typical family.

**David Petersen** said the Planning Commission knew how important some of these concerns were; however, they were not the deciding body on it. The Commission felt it was in the best interest to push the item forward with a lot of conditions, so the deciding body, the City Council, could determine the next step.

**Brett Anderson** pointed out that when Kestrel Bay was proposed, the neighbors to the east and north did not like and fought against the Kestrel Bay subdivision. The surrounding neighbors were worried about the traffic, just like the current Kestrel Bay residents are now. He said he is sympathetic to the plight around it all, and would like to see the traffic issues solved.

**Cory Ritz** appreciates the comments that have been made. He said one point that come to mind is that traffic in and out of a 55+ senior community and an assisted living facility will not hit the normal traffic flow for the rest of the community. He said in previous traffic counts he has seen for this type of development, traffic is significantly lower than a typical subdivision. He said he

appreciated Mr. Tolman's remarks, and agree that each suggestion he made is critical. He said he agreed with Council member Leeman in that he does not feel all the solutions for this intersection are incumbent for the developer, but he does feel whatever solutions the traffic study proposes needs to happen. He said as far as the schematic plan that is before the Council, he would like to utilize what the Planning Commission recommended. He said that he likes the schematic plan as it has been presented, and he feels it is a great combination of uses. He also mentioned that he lives near an assisted living facility, and it is a great neighbor. He said the only time it is busy is near holidays, otherwise he hardly knows they are there. He said he does not see any concerns taking this project to the next step, as long as the concerns are satisfied.

**Rebecca Wayment** thanked the public for their comments. He said there are a few things that she would like to be addressed before she is comfortable voting on the item. She said she likes the idea of a trail access to the church parking lot. She said Kestrel Bay was originally slated for 55+ senior community, but it was later turned into a large family development. She said it has been a great thing for the neighborhood, but if this happens to this project, she wants to ensure there is access from this development to the east side so children do not have to use 200 W. to get to the school or church. She would like the proposal to show where a trail access would be located, and what it would look like. She feels if this is to remain a 55+ community, a trail could also serve to connect the neighborhoods.

**Brett Anderson** asked where the proposed trail could go. **Alex Leeman** said the developer and the Planning Commission discussed a connector trail to the church through Lot 113, since it was discussed that Lot 113 would be removed. He said there was not a connection to the east side that was discussed.

**Rebecca Wayment** also said that she would like the water issues resolved, including the flood plain concerns and the Kestrel Bay secondary water pressure. She said it was mentioned that a lot would drop off of the plans; she would like to see that removed so she could see how things are spread out on the revised plans. She said she likes the idea of 14 homes and an assisted living facility. She said she would like to see a continuous sidewalk down to Glovers Lane. She said she has no concerns about what is being proposed, but would like to see some of these issues resolved prior to moving forward.

**Mayor Jim Talbot** pointed out that if the Council votes to move this forward, there are no vesting rights. He feels that moving it forward would give the developer the option to spend more money to find resolutions. He said the developer heard the concerns from the residents and the Council. He said he feels it is not up to the developer to handle all traffic issues, and the solutions to the traffic problems would go beyond this development. He said he is not sure who would address all of the traffic solutions, as there are many different jurisdictions involved.

**Doug Anderson** asked for clarification that if the schematic plan is approved, it would not come back to the City Council for review. **Dave Millheim** said that he feels the Planning Commission did the Council a favor by recommending approval of the schematic plan, but pointed out a few things that need to be considered. He asked staff if the Council can approve the schematic plan with conditions, and then add an additional condition to the motion that the meeting of those

conditions be brought back to the City Council prior to returning to the Planning Commission for preliminary plat.

**David Petersen** reminded the Council that there are two items on the agenda. He said the first item is part of the subdivision process, which is the schematic plan. It is an administrative act. The second item is the preliminary PUD master plan, which initiates an overlay. He said vesting rights do not occur until preliminary plat. He said it is within the Council's jurisdiction to ask to see the final traffic study prior to approving the preliminary PUD master plan.

**Brett Anderson** asked if the Council could approve the schematic plan and table the preliminary PUD master plan. **David Petersen** said it does not matter. He said if both items were tabled, the developer would still get to the finish line at the same time. **David Millheim** reiterated that the PUD portion of the motion is purely City Council decision. The Council can approve the items together, or separate the two items out.

**Mayor Jim Talbot** said that he was surprised to hear the negativity around the 55+ community proposal. He said this is a type of development that the City needs to facilitate as many residents are looking for patio homes without big yards. He feels this kind of development brings in quality people. He feels the 55+ community far exceeds other owners in caring for their home and lots. He said the City is interested in bring in more of these communities.

**Dave Clark**, 1786 Country Cir., Centerville, said that he is the person that will be owning and running the facility. He said they have received approval from the LDS church to put a bridge over the creek and into the church parking lot. He said they are very interested in keeping all tree possible because it adds to the feel of the property. He said they are willing to do anything to improve the traffic. He said that he feels there are very few uses that would generate less traffic than this use. He said 55+ communities generate approximately 35% of the average traffic of a single-family home. He said that he also plans to make the landscaping beautiful. He said as business owners, it is important to him to have curb appeal. He said they make great neighbors too.

**Doug Anderson** asked if the homeowners will landscape the property, or if it will be contracted out. **Dave Clark** said the property owners will be offered a high-end landscaping package.

**Cory Ritz** said that he feels a walking path would be critical for this project to ensure seniors are not walking on the street. **Dave Clark** said they plan to shuffle lots and have green space to accommodate a walking path in the community for exercise.

**Shawn Porum** added a few other items of business. He said they are working with Davis County Flood Control to determine the flood plain risk. He said they have received comments back, and they are working through those comment. He said the homes will be patio homes due to the high water table. He said it seems they are coming into an existing issue with the traffic concerns; they are interested in helping solve the issue, including conducting a traffic study. He said they would like the traffic study to be a condition of approval to help them continue to move forward on solving the issues so it benefits both parties.

**Doug Anderson** asked for clarification if he were to make a motion. **Dave Millheim** said the Council could approve the schematic plan and table the preliminary PUD master plan under the conditions of the schematic plan are satisfied. He said approving the schematic plan would send a message to the developer that the Council is comfortable with the schematic plan, the layout, the patio homes, the assisted living facility, the lot count, the proposed conditions, etc.

**Doug Anderson** asked if the schematic plan and the preliminary PUD master plan could both be tabled. **Dave Millheim** said yes, both items could be tabled.

**Brett Anderson** said that he is more interested in sending a signal to the developer with the approval of the schematic plan.

***Motion:***

**Brett Anderson** made a motion that the City Council approve the schematic plan and table the preliminary PUD master plan for the Brookside Hollow PUD Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant shall provide a transportation/traffic study for the project;
2. The applicant shall obtain UDOT approval for the access point on the Frontage Road;
3. The applicant shall obtain a Davis County Flood Control permit to build near Steed Creek;
4. The applicant shall provide a proposal for a trail or trail access around the assisted living facility at preliminary plat;
5. All outstanding comments from the DRC for schematic plan shall be addressed on preliminary plat;
6. An expanded traffic study with proposed solutions from Glovers Lane to the Frontage Road;
7. The applicant shall provide a tree preservation plan;
8. Staff shall provide a report from Benchland regarding the water pressure in the area.

**Rebecca Wayment** seconded the motion, which was unanimously approved.

**SUMMARY ACTION:**

1. Correction of Past Ambulance Purchase Proposal
2. Swain Subdivision Improvements Agreement Recommendation

**Rebecca Wayment** moved, with a second from **Alex Leeman**, to approve summary action item 1 through 2 as contained in the staff report. The motion was approved unanimously.

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Dave Millehim** said Brigham Mellor has some questions regarding tax increment and how it coincides with the discussion from the last work session. He said Brigham will be calling people individually to ask for their input.

**Dave Millheim** gave a heads up to the Council that a 400+ apartment unit in the area north of the Park Lane Village was previously approved, and the applicant is not read to move forward. He said the applicant will begin Phase I, which will include 267 of the total 400+ apartments.

## **Mayor Talbot & City Council Reports**

### **Councilmember Rebecca Wayment**

**Rebecca Wayment** said there is a group of residents that are interested in a crosswalk on 200 E. closer to Glovers Lane for those students trying to access the High School. She said the residents have contacted UDOT, and UDOT said it was okay as long as the City is okay with it. **Dave Millheim** asked where the residents are suggesting to put the crosswalk. She said she is not sure, but that she will forward the resident's contact information.

**Rebecca Wayment** expressed concern about uses within the BP zones. She said she would like to keep the BP zone for businesses, and would like to steer away from retail within the BP zone. She said that she is concerned about the amount of retail and restaurants that have closed in Station Park. She feels if keeping residents at the current retail area is challenging, allowing retail to move into other BP areas could result in additional vacant buildings around the City.

**Doug Anderson** also expressed concern. He said he recently found out that Vista will be relocating their corporate office as well. He asked about business incentives. There was a discussion about incentives and appropriate times to incentivize.

**Dave Millheim** pointed out that companies want to come to Farmington, so there are very few times the City needs to incentivize companies. He also mentioned that some companies will always ask for incentives as part of their protocol. **Mayor Jim Talbot** said that CenterCal is big enough and strong enough that if they so choose, they can offer incentives through their lease terms. He said a lot of what is happening right now are the first generation agreements are coming up, which always has a large turnover. He said subsequent generations are typically bring in stronger tenants.

**Doug Anderson** expressed concern that negativity breeds negativity. He said that he feels when another business leaves Station Park, it fuels people's concern. **Dave Millheim** referenced the Kimley and Horne study; he said based on that study, Davis County can only handle so much retail. He said the City does not have to approve something just because it is something to fill the space, but that it's important to step back and see how it fits. He feels the "slow and steady wins the race" mantra is very applicable here.

**Dave Millheim** also mentioned Vista could be relocating since their last few quarters are down. He said there is a nationwide push against AR-15s and ammunition, and against companies that sell them, which includes Vista.

**Councilmember Cory Ritz**

Cory Ritz did not have anything at this time.

**Councilmember Brett Anderson**

Brett Anderson did not have anything at this time.

**Councilmember Doug Anderson**

Doug Anderson said he received an email regarding the need of additional dog parks within the City. Dave Millheim said to forward the email on to him for his review.

**Councilmember Alex Leeman**

Alex Leeman said that residents have approached him to find out alternatives to the jersey barriers located off of 825 W., and the diagonal road that was cut off when the 4-way stop was put in. It was discussed that the jersey barriers are the only things that make sense economically, and that those that don't like it are the ones that are looking at it. The residents that live near it are glad that the road is blocked.

**Mayor Jim Talbot**

Mayor Jim Talbot said the grand opening for the Eccles Wildlife Preserve will be tomorrow at 11 a.m. He asked if someone could go and represent the City in support of it. Doug Anderson and Rebecca Wayment both volunteered to attend.

Mayor Talbot said the Utah League of Cities and Towns conference is coming up, and that tickets have already been purchased for those attending. He offered Alex Leeman the opportunity to still attend if he so chooses.

Mayor Talbot said the City received a letter from a man named Walter J Plum, III regarding the new regulation proposal for marijuana. The letter mentioned that the City should not lose site of the fact that there are approximately 350,000 middle and high school students in the City that deserve protection. He said he was not planning to respond.

**CLOSED SESSION**

***Motion:***

At 9:45 p.m., Rebecca Wayment made a motion to go into a closed meeting for purpose of competency of an individual. Doug Anderson seconded the motion which was unanimously approved.

**Sworn Statement**

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

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**H. James Talbot, Mayor**

***Motion:***

At 10:03 p.m., a motion to reconvene into an open meeting was made by **Cory Ritz**. The motion was seconded by **Alex Leeman** which was unanimously approved.

**ADJOURNMENT**

***Motion:***

At 10:04 p.m., **Brett 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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: September 4, 2018

**SUBJECT: ROCK MILL ESTATES SUBDIVISION IMPROVEMENTS AGREEMENT  
RECOMMENDATION**

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

### BACKGROUND

The bond estimate for the Rock Mill Estates Subdivision is \$251,011.60 which includes a 10% warranty bond. Rock Mill Estates, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

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

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur

Dave Millheim  
City Manager

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

**THIS AGREEMENT** is made by and between Rock Mill Estates, LLC (hereinafter "Developer"), whose address is 526 North 400 West, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Rock Mill Estates, located at approximately 625 N 10 W, in Farmington City; and

**WHEREAS**, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 251,011.60.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 2 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 251,011.60 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 28 day of August, 2018

CITY:

FARMINGTON CITY CORPORATION

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

ATTEST:

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

DEVELOPER:

Robert Miller

By: Robert Miller

Its: Manager

**DEVELOPERS ACKNOWLEDGEMENT**

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

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

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

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

\*\*\*\*\*

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

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

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

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

\*\*\*\*\*

(Complete if Developer is a Partnership)

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

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

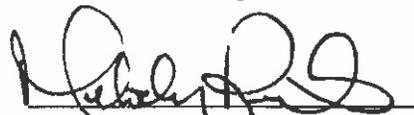
\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

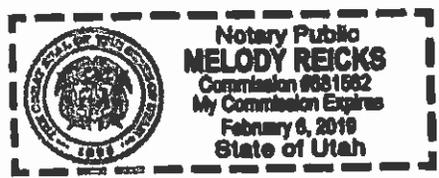
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(Complete if Developer is a Limited Liability Company)

STATE OF UTAH )  
 : SS.  
COUNTY OF Davis )

On this 28th day of August, 2018 personally appeared before me Rolo Miller who being by me duly sworn did say that he or she is the Manager of Rock Mill Estates, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

  
NOTARY PUBLIC  
Residing in Utah County, Utah.





Rock Mill Estates  
Bond Estimate  
Revised 6/18/2018

Storm Drain					
Item	Bond Amount	Bond Released	Current Draw	%	
15" RCP Pipe (Includes Bedding and Fill)	\$ -	\$0.00	\$0.00	#DIV/0!	
Catch Basin Curb Inlet	\$ -	\$0.00	\$0.00	#DIV/0!	
Combo Box	\$ 450.00	\$0.00	\$0.00		0
12" RCP Pipe	\$ -	\$0.00	\$0.00	#DIV/0!	
60" RCP Pipe (Includes Bedding and Fill)	\$ -	\$0.00	\$0.00	#DIV/0!	
4' Storm Drain Manhole	\$ 1,200.00	\$0.00	\$0.00		0
Storm Drain box/manhole for the 60" pipe	\$ 700.00	\$0.00	\$0.00		0
8" PVC Yard Drain	\$ 13,760.00	\$0.00	\$0.00		0
Yard Drain 2'x2'	\$ 4,800.00	\$0.00	\$0.00		0
36" Storm Drain Pipe	\$ 225.00	\$0.00	\$0.00		0
Storm Drain Control Box	\$ -	\$0.00	\$0.00	#DIV/0!	
8' Storm Drain Manhole	\$ 700.00	\$0.00	\$0.00		0
48" Storm Drain Pipe	\$ -	\$0.00	\$0.00	#DIV/0!	
SWPPP	\$ 5,000.00	\$0.00	\$0.00		0
<b>Subtotal</b>	<b>\$ 26,835.00</b>				
<b>10% Warranty Bond</b>	<b>\$ 12,260.00</b>				
<b>Total</b>	<b>\$ 39,095.00</b>				

Sanitary Sewer					
Item	Bond Amount	Bond Released	Current Draw	%	
Sewer Lateral	\$ -	\$0.00	\$0.00	#DIV/0!	
Long Sewer Lateral	\$ -	\$0.00	\$0.00	#DIV/0!	
Connect to Existing	\$ -	\$0.00	\$0.00		
Sewer Manhole 4'	\$ 3,000.00	\$0.00	\$0.00		
8" SDR-35 PVC Pipe	\$ -	\$0.00	\$0.00	#DIV/0!	
<b>Subtotal</b>	<b>\$ 3,000.00</b>				
<b>10% Warranty Bond</b>	<b>\$ 11,350.00</b>				
<b>Total</b>	<b>\$ 14,350.00</b>				

Culinary Water					
Item	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing	\$ 4,000.00	\$0.00	\$0.00		0
Stub Line	\$ -	\$0.00	\$0.00	#DIV/0!	
8" PVC C-900 DR 14 Culinary Water	\$ -	\$0.00	\$0.00	#DIV/0!	
8" Gate Valve	\$ 800.00	\$0.00	\$0.00		0
8" Fittings	\$ -	\$0.00	\$0.00	#DIV/0!	
Water Lateral	\$ -	\$0.00	\$0.00	#DIV/0!	
Fire Hydrant	\$ 1,800.00	\$0.00	\$0.00		0
<b>Subtotal</b>	<b>\$ 6,600.00</b>				
<b>10% Warranty Bond</b>	<b>\$ 12,146.00</b>				

**Total** \$ 18,746.00

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**Road Improvements**

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<b>Item</b>	<b>Bond Amount</b>	<b>Bond Released</b>	<b>Current Draw</b>	<b>%</b>
Clear and Grub	\$ -	\$0.00	\$0.00	#DIV/0!
Rough Grade	\$ -	\$0.00	\$0.00	#DIV/0!
Sawcut Asphalt	\$ 480.00	\$0.00	\$0.00	0
Curb and Gutter w/ Base	\$ 8,100.00	\$0.00	\$0.00	0
Sidewalk w/ Base	\$ 11,500.00	\$0.00	\$0.00	0
ADA Ramp	\$ 1,200.00	\$0.00	\$0.00	0
Temporary Retention Wall	\$ -			
12" Road Base	\$ 55,150.00	\$0.00	\$0.00	0
3" Asphalt Road	\$ 79,416.00	\$0.00	\$0.00	0
<b>Subtotal</b>	<b>\$ 155,846.00</b>			
<b>10% Warranty Bond</b>	<b>\$ 22,974.60</b>			
<b>Total</b>	<b>\$ 178,820.60</b>			

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**Total Bond** \$ 251,011.60

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**Cash Deposits**

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<b>Item</b>	<b>Bond Amount</b>
Slurry Seal	\$ 8,824.00
Street Signs	\$ 2,100.00
Street Lights	\$ 6,400.00



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

## City Council Staff Report

H. JAMES TALLENT  
SHERIFF  
BRETT ANDERSON  
DOUG ANDERSON  
ALEX LEE MAN  
CORY RITZ  
REBECCA WAYMENT  
CITY COUNCIL  
DAVE MILLHEIM  
CITY MANAGER

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: September 18, 2018  
SUBJECT: Station Parkway Road Widening

### RECOMMENDATION

City Staff recommends that Kilgore Contracting be awarded the asphalt for \$59,200 and RJT Excavation be awarded the storm drain and concrete for \$128,885.27 for the Station Parkway Road Widening Project.

### BACKGROUND

Farmington City has an agreement to widen the road along Station Parkway north to Red Barn Lane. The City has designed and bid the project. The project includes installing storm drain, utility tie-ins for ICO's development, and asphalt. The City is working with ICO to reimburse for the utility improvements. The City received four bids for the utilities and curb. City Staff proposes that the asphalt portion is awarded to Kilgore and that the utilities and curb be awarded to RJT. The project is to be paid using transportation impact fees.

### SUPPLEMENTAL INFORMATION

- Kilgore Proposal
- RJT Proposal

Respectively Submitted

Chad Boshell, P.E.  
City Engineer

Reviewed and Concur

Dave Millheim  
City Manager



**Kilgore Contracting**  
 P.O. Box 869 Magna, Utah 84044  
 801-250-0132 Office 801-250-0083 Fax

<b>To:</b> Farmington City	<b>Contact:</b> Chao Boshell
<b>Address:</b> 720 West 100 North Farmington, UT 84025 US	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Station Parkway Asphalt	<b>Bid Number:</b> 1101688
<b>Project Location:</b> Station Parkway & Park Lane, Farmington, UT	<b>Bid Date:</b> 9/7/2018

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Supply And Install 4' Asphalt	32,000.00	SF	\$1.70	\$54,400.00
	2	Fine Grade Road Base Placed By Others	32,000.00	SF	\$0.15	\$4,800.00

**Total Bid Price: \$59,200.00**

**Notes:**

- All grades are plus or minus 0.10 feet.
- Water required for compaction and dust control will be available on-site at no charge.
- Contractor License Number is: 7741778-5501
- We do not guarantee drainage on grade if less than 1%.
- Bid includes one mobilization. Additional mobilization cost will be negotiated.
- Bid excludes demolition, rock excavation and or blasting, shoring, disposal of un identified debris, survey, bonds, permits, fees, testing, striping, prime coat, herbicide, sawcutting, traffic control and construction water unless otherwise noted on the proposal.

**Payment Terms:**

All credit extended shall be on the basis of repayment of all sums due net 30 days from invoice date. All amounts not paid shall be subject to a finance charge of 2% per month on the unpaid balance. Payment by credit card may be accepted.

Oral statements or commitments to extend credit or to alter the terms of this Agreement and any other Agreement between the parties, this Agreement controls. Seller conditions prevail in governing all aspects of this agreement.

Seller may retain an attorney or collection agency to collect amounts that are past due hereunder. Purchaser shall pay all collection costs and reasonable attorney fees incurred by Seller, whether or not suit is brought, to collect any money due hereunder, including post-judgement costs and attorney fees. Any or all aspects of this Agreement shall be governed by the laws of the state in which the credit application is delivered. Seller shall designate the venue of any suit.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p><b>CONFIRMED:</b>  <b>Kilgore Contracting</b></p> <p>Authorized Signature: _____</p> <p>Estimator: Joe Lindsey</p>
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P.O. Box 81  
 Willard UT 84340

# Estimate

Date	Estimate #
9/11/2018	

Name / Address
Farmington City 720W 100N Farmington Utah 84025

Project

Description	Qty	U/M	Cost	Total
<b>Station Park Improvements</b>				
Traffic Control	1	LS	6,500.00	6,500.00
Curb and gutter with roadbase	1,650	LF	18.00	29,700.00
Saw Cut billed per foot as needed	1	LF	5.00	5.00
<b>Storm Drain</b>				
Combo box	3	EA	3,000.00	9,000.00
Remove existing Catch Basin & Replace with new Combo	2	EA	3,500.00	7,000.00
Manhole Items	1	EA	3,200.00	3,200.00
15" RCP	505	LF	27.00	13,635.00
Clean and video	505		1.10	555.50
Core box culvert for 15" pipe	1	LF	550.00	550.00
Subtotal				70,145.50
<b>Water</b>				
6" Fire Hydrant Installed -4' 6" Hydrant w/ hot taps	4	EA	7,100.00	28,400.00
8"C-900 water line w/ hot tap and valve	1	EA	8,500.00	8,500.00
4" C900 Water Line w/ hot tap and valve- includes meter and radio	1	EA	10,500.00	10,500.00
Subtotal				47,400.00
3" Minus Material if needed	750	LN	15.10	11,325.00
Commercial Roadbase as needed	1	LN	15.20	15.20
*Permits billed at extra cost Items bid per schedule and quantities provided No cut and fill included				
			<b>Total</b>	\$128,885.70

Customer Signature \_\_\_\_\_



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

## City Council Staff Report

ILL JAMES TALBOT  
CITY CLERK  
BRETT ANDERSON  
DOUG ANDERSON  
ALEX LEE MAN  
TORY RITZ  
REBECCA WAYMENT  
CITY ENGINEER  
DAVE MILLHEIM  
CITY MANAGER

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: September 18, 2018  
SUBJECT: 950 North Connector Road Preliminary Design

### RECOMMENDATION

City Staff recommends that Horrocks Engineers be awarded the preliminary design work for the 950 North Connector Road Project for the amount of \$50,700.

### BACKGROUND

Last year Farmington City was applied for a grant from the Davis County's proposition 1 transportation money to design the 950 North Connector road. The City and Kaysville was also awarded \$4.5 million dollars for its construction from the Wasatch Front Regional Council, this money is not available for a few more years. Farmington and Kaysville both want to begin preliminary design to allow for property acquisition, wetland determination, road alignments, and survey using the \$100,000 awarded by the County. Horrocks Engineers has done work in this area for both UDOT and Kaysville, they provided us with a proposal to do the work and I propose that they be awarded the project.

### SUPPLEMENTAL INFORMATION

- Horrocks Proposal

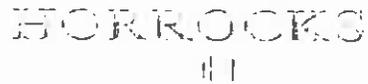
Respectively Submitted

Chad Boshell, P.E.  
City Engineer

Reviewed and Concur

Dave Millheim  
City Manager

4905 South 1500 West, Suite 100  
Rivendale Utah 84405  
www.horrockcs.com



Tel: 801 621 1025  
Fax: 801 763 5101  
In state toll free: 800 662 1044

September 7, 2018

Andy Thompson, P.E.  
Kaysville City Engineer  
Chad Boshell, P.E.  
Farmington City Engineer

**Subject: Proposal for Preliminary 30% Design for Future (2350 South/950 North)  
Major Collector and Sunset Collector Streets**

Dear Andy & Chad,

Thank you for the opportunity to work with Kaysville and Farmington City's and prepare this scope and fee for a future Minor Arterial Road (2350 South/950 North) located between the future Shepherd Lane and West Davis Interchanges and 2-Lane Collector Streets. The new roads will be designed to follow the concept as shown in Figure 1 of this proposal. The new roads are vital components to the transportation plans for each of these communities and provides connectivity to help facilitate future access to the two (2) new future interchanges.

Horrock's is a 50-year local Civil Engineering firm that has the experience and brings to Kaysville and Farmington City's a complete consulting service package to be able to perform surveying, environmental, road design, utility and storm drain civil engineering, preparation of right-of-way documents, Land acquisition specialist, construction and project management.

We have prepared a proposal to prepare and complete 30% road design plan and profiles, Wetland Inventory, Utility Plans and Preliminary Cost for construction of the proposed road alignments. I have attached a scope and fee estimate for these services. We understand the City's are anxious to define the scope and cost for these facilities for seeking additional funding for the projects.

Thank you for this opportunity and look forward to perform these services for both Kaysville and Farmington City's.

Sincerely,

A handwritten signature in cursive script that reads "James Woody Woodruff".

James Woody Woodruff, PE  
Project Manager  
801-763-5157

## **Control and Topography Survey**

Horrocks Engineers will utilize the existing LIDAR data provided by the City to prepare a topographic surface for 30% design for the future roadway alignments of (2350 South/950 North) Streets and future road alignments for Sunset Drive and Angel Street. If additional survey is necessary, we will prepare an estimated fee to complete these services.

After the alignments for the new road are selected, we recommend Survey Control and Topographic Survey for the entire project. Horrocks will be happy to provide these services with a separate scope and fee.

Not to Exceed Fee \$2,500

## **Wetland Inventory**

We propose to visit the site and perform a wetland inventory along the proposed road alignments (200 foot width) in an effort to determine the extent of wetlands present.

Proposed activities include:

Site Review - We propose review aerial photographs, soil maps, and visit the site in an effort to estimate the extent of wetlands present. We will collect information during the site visit and develop a map to illustrate the probable location of wetland boundaries and prepare a written memo summarizing our findings. We assume access to the properties will not be an issue and will be coordinated by others.

We recommend after an alignment is selected for the road and before 60% & 90% design, a wetland delineation, a jurisdictional determination, meetings with the USACE, or wetland permitting activities may be required. Horrocks will be happy to provide these services with a separate scope and fee.

Not to Exceed Fee \$7,900

## **ROW Parcel Maps**

Horrocks will prepare from the preliminary design package, concept legal descriptions of the properties, with an exhibit of each parcel and estimate of the property required for the new road project.

\$300 per Parcel

## **30% Road & Utility Design, Engineer's Estimate**

We propose to design the roads utilizing the LIDAR and coordinate the alignments with the City's to prepare the following:

Roadway:

- 1) The limits of the design as discussed with UDOT and shown in attached Figure 1 for 2350 South/950 North will be from the proposed interchange at the West Davis Corridor to approximately 1875 West (Farmington). Horrocks will coordinate the design with UDOT relating to the West Davis Corridor Interchange and the I-15 Shepard Lane Interchange Study team (Horrocks). Crossing of the existing Denver and Rio Grande Western Rail Trail is assumed to not be included in this study or part of the project.

- 2) An 80-Foot Right-of-Way design with a 3-Lane Arterial section will be used for the (2350 South/950 North) Streets.
- 3) A 66-Foot Right-of-Way or less with a 2- Lane Collector section will be used for the Sunset Drive and Angel Street designs
- 4) Alignments and profiles will be designed to reduce the speeds and the amount of disturbance and impacts to adjacent lands.
- 5) Two site visits and four coordination meetings are anticipated for the project. Additional meetings will be billed at T&M.
- 6) Utilities will be designed in horizontal alignment with connections for water, sewer, and storm drain. Profiles of the utilities will be provided in 60% and 90% future designs. It is anticipated that some conceptual hydraulic calculations will be necessary and provided to determine the location and size of drainage facilities crossing the new roadway.
- 7) A spreadsheet will be prepared to estimate the construction cost of the project. Horrocks will coordinate with the City to select the unit costs applicable to the project.

Deliverables will include a 30%, 11x17 plan set at 60 scale containing the following: Cover sheet, Legend and contacts, Horizontal Control, Survey control. Sheet cross reference, Typical sections, Roadway plan and profiles, Preliminary utility layout, Details (as needed), Spreadsheet with Engineering Cost Estimates

Not to Exceed Fee \$39,700

**FEE SCHEDULE**

Task A	Control & Topographic Survey (LIDAR)	\$2,500
Task B	Wetland Inventory	\$7,900
Task C	ROW Parcel Maps	\$300/Parcel
Task D	30% Road & Utility Design, Eng. Estimate	\$39,700
Task E	OTHER	T&M

Any services required beyond the scope outlined herein will be performed on a T&M basis in accordance with the attached fee schedule.

If you are in agreement with this proposal, please sign and email back at your earliest convenience. As always, feel free to call with any questions.

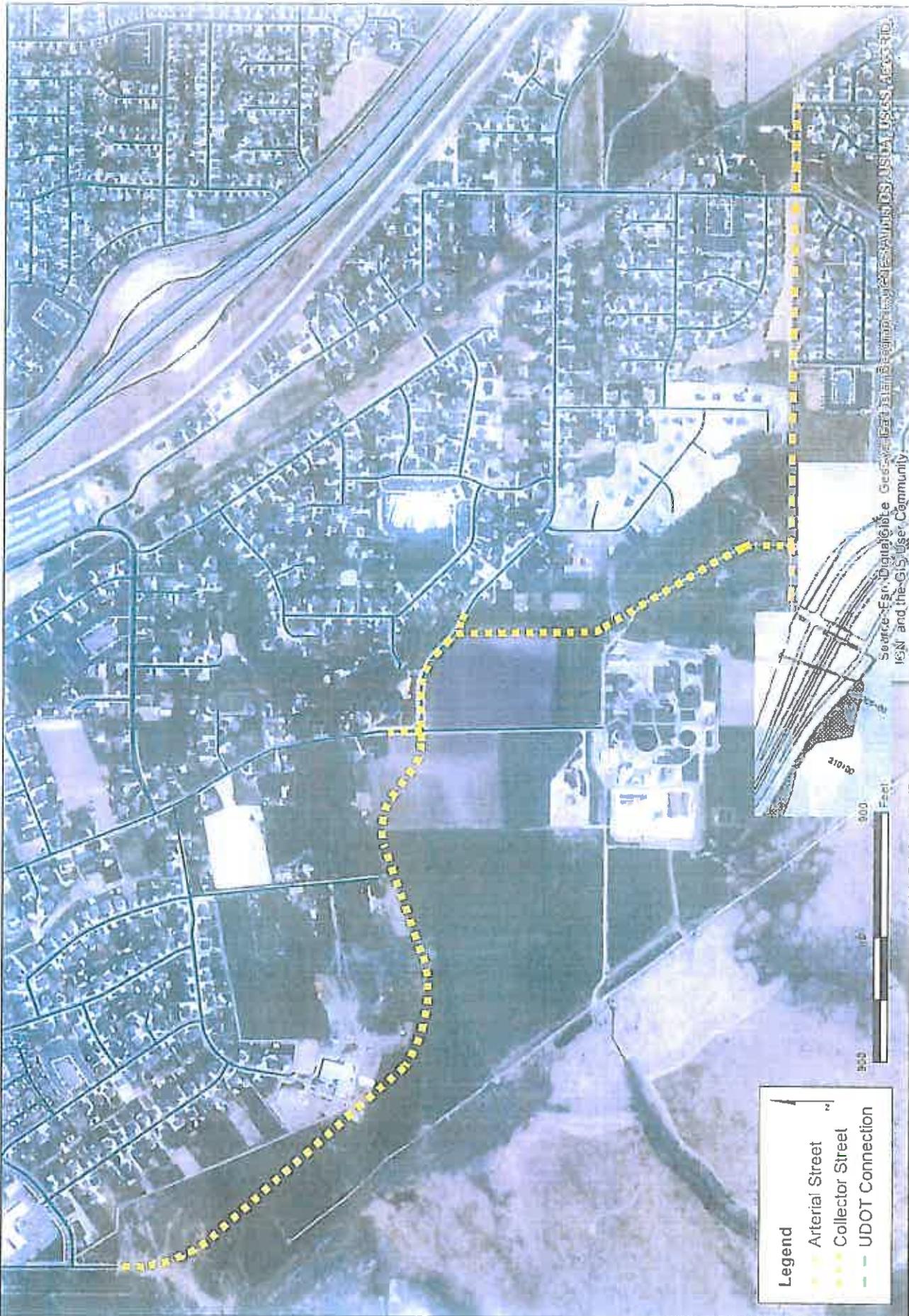
*Contract Authorization*

X \_\_\_\_\_  
Kaysville City

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Farmington City

X \_\_\_\_\_  
Date



**Legend**

- Arterial Street
- Collector Street
- UDOT Connection



4005 S. 1500 W  
 Suite 100  
 Revereille UT  
 801 621 1025

**HORROCKS**  
 ENGINEERS

# Kaysville/Farmington Street Improvements

Date: 07/2016

Sheet: 1 of 1

Figure 1

## Supplemental Services

The following is a list of services specifically excluded from this Proposal but may be performed as authorized additionally contracted services by Horrocks Engineers

### A. Project-Specific Exclusions:

1. Entitlement support such as zoning changes, conditional use permits, preliminary plats etc., unless noted herein. Assumes SITLA will provide the preliminary / final plat to create the development parcel.
2. Project Specifications
3. Pricing in this proposal is valid for one year beyond the date of this proposal

### B. Studies, Reports and Models

1. Water modeling, flow tests/analysis, and calculations
2. Environmental mitigation or study
3. Wetland delineation, study, remediation or mitigation
4. Floodplain or floodway identification and mitigation
5. Off-site engineering studies, design or supplemental studies/reports
6. Structural computation for typical street sections
7. Traffic studies or modeling
8. Cultural Studies

### C. Designs, Plans and Analyses

1. Site lighting design
2. Photometric plans
3. Retaining wall design
4. Pavement design
5. Signage plans and details
6. Off-site utility capacity analysis
7. Irrigation channel design, piping, re-routing and associated items
8. Demolition plans
9. Landscape plans
10. Life safety plan
11. Site amenity design
12. Power plan

### D. Permitting, Easements, Descriptions, Exhibits

1. Easement dedication or vacation
2. Legal descriptions
3. Development agreements or license agreements
4. Right-of-way permits or other permits not specified in scope
5. Platting, easements or Right-of-way services
6. Grant of easements

7. Subdivision platting and record-of-surveys unless otherwise noted herein
8. Color exhibits, models, and renderings

E. Modifications and Changes

1. Site plan iterations after receiving site plan approval from Client
2. Grading plan iterations after initial grading concept is prepared
3. Agency-required modifications deemed to be significant
4. Significant revisions made by architects or the owner to initial/previously-accepted designs
5. Revision of jurisdictional red-lines beyond the first set of redlines

F. Meetings, Applications and Hourly Items

1. Design review including applications, submittals and meetings not specified in scope
2. Planning application narratives and code findings
3. Variance, conditional-use permit, PUD, and associated applications
4. Meetings not specified in scope and time at meetings beyond scope
5. Services in connection with a public hearing, arbitration or legal proceeding

G. Construction Services

1. Cost estimates and opinions of probable cost unless authorized in the scope above
2. Construction staking
3. Construction acceptance (such as as-built/record drawings, punch list, etc.) unless noted herein
4. Full-time construction inspection
5. Services resulting from corrections or revisions required due to deviation from the contract documents during construction by the contractor
6. Construction SWPPP document to be prepared by chosen contractor

H. Owner-Supplied Items

1. ALTA survey as indicated above
2. Public agency fees
3. Geotechnical report
4. Current title report

# HORROCKS III ENGINEERS

## FEE SCHEDULE

	Hourly Billed Rate
<b><u>Engineers</u></b>	
Sr. Principal Engineer I	\$230.00
Sr. Principal Engineer	\$203.00
Principal Engineer II	\$185.00
Principal Engineer	\$162.00
Sr. Associate Engineer III, P.E.	\$215.00
Sr. Associate Engineer II, P.E.	\$178.00
Sr. Associate Engineer, P.E.	\$152.00
Associate Engineer, P.E.	\$154.00
Sr. Engineer IV, P.E.	\$226.00
Sr. Engineer III, P.E.	\$134.00
Sr. Engineer II, P.E.	\$174.00
Sr. Engineer, P.E.	\$154.00
Engineer II, P.E.	\$143.00
Engineer, P.E.	\$124.00
Engineer-in-Training II	\$113.00
Engineer in Training	\$90.00
<b><u>Other Professionals and Technicians</u></b>	
Sr. Principal Planner	\$223.00
Sr. Planner	\$124.00
Planner II	\$108.00
Planner	\$90.00
Sr. Environmental Specialist II	\$228.00
Sr. Environmental Specialist	\$169.00
Environmental Specialist II	\$129.00
Environmental Specialist	\$90.00
Sr. Communication Specialist I	\$194.00
Sr. Communication Specialist	\$127.00
Communication Specialist II	\$101.00
Communication Specialist	\$71.00
Sr. Design Technician II	\$143.00
Sr. Design Technician	\$120.00
Design Technician I	\$93.00
Design Technician	\$68.00
Sr. CAD Technician	\$101.00
CAD Technician	\$79.00
GIS Programmer/Sr. Analyst	\$146.00
Sr. GIS Analyst	\$113.00
GIS Analyst	\$87.00
Sr. Field Technician III	\$143.00
Sr. Field Technician II	\$126.00
Sr. Field Technician	\$101.00
Field Technician II	\$66.00
Field Technician	\$70.00
Jr. Field Technician	\$50.00
Vacuum Truck/Camera Technician	\$63.00
<b><u>Surveyors and Technicians</u></b>	
Sr. Licensed Surveyor II	\$178.00
Sr. Licensed Surveyor	\$152.00
Licensed Surveyor	\$114.00
Sr. Surveyor/ROW Technician	\$87.00
Surveyor/ROW Technician	\$82.00
Sr. ROW Acquisition Technician	\$169.00
ROW Acquisition Technician II	\$128.00
ROW Acquisition Technician	\$90.00
<b><u>Support Staff</u></b>	
Administrative Assistant II	\$81.00
Administrative Assistant	\$61.00
<b><u>Equipment</u></b>	
Global Positioning System	\$18.80 / hour
HDS 3D Scanner	\$100.00 / hour
Vacuum Truck	\$260.00 / hour
CCTV Camera Truck	\$205.00 / hour
SUE Testing Equipment	\$12.50 / hour
Ground Penetrating Radar	\$30.00 / hour
Troxler Nuclear Density Gauge	\$18.80 / test
Asphalt Content Tester	\$50.00 / test
Gyratory Compactor	\$50.00 / test
Traffic Counter	\$25.00 / day
Travel and Subsistence	at cost
Mileage	\$1.70 / m.e.
Subconsultant	Cost + 15%
Other Direct Costs	Cost + 15%

Rates are effective through February 28, 2019.

# FARMINGTON CITY



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: David E. Petersen, Community Development Director

Date: September 18, 2018

SUBJECT: **HOUSING GAP COALITION RESOLUTION OF SUPPORT**

### RECOMMENDATION

Approve the enclosed resolution supporting the Salt Lake Chamber's Housing Gap Coalition regarding Utah's present and future housing needs.

### BACKGROUND

Utah is experiencing an unprecedented housing affordability crisis and shortage as recently presented to the City Council on July 17, 2018, by Brynn Mortensen of the Salt Lake Chamber [note: despite its name the City was informed that the Salt Lake Chamber is the Chamber for the entire state]. As discussed in her presentation, Ms. Mortensen is requesting that Farmington join other communities across the state and adopt the attached resolution (see enclosed email).

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager



Holly Gadd &lt;hgadd@farmington.utah.gov&gt;

## Fwd: Farmington + Housing GAP Coalition

1 message

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

Wed, Aug 29, 2018 at 2:57 PM

Not sure why this was sent to me. Did you get one also? If not, I think this was meant for you?

----- Forwarded message -----

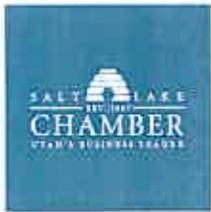
From: **Brynn Mortensen** <bmortensen@slchamber.com>  
 Date: Wed, Aug 29, 2018 at 2:55 PM  
 Subject: Farmington + Housing GAP Coalition  
 To: [hbouck@farmington.utah.gov](mailto:hbouck@farmington.utah.gov) <[hbouck@farmington.utah.gov](mailto:hbouck@farmington.utah.gov)>

Good Afternoon,

Thanks again for the opportunity to come present to the Farmington City Council on July 17. We are asking each city we visit to sign and pass the attached resolution that acknowledges the looming housing affordability crisis and states their commitment to do their part in combating the challenge. We are compiling a public list of which cities do and do not sign the resolution. Please let me know once it has been passed in Farmington so I can update your status.

Again, we appreciate the opportunity we had to meet with the Council and our partnership in addressing the economic threat housing affordability poses on our state.

All the best,



**Brynn Mortensen**  
 Public Policy & Special Projects | Salt Lake Chamber  
**Mobile:** 801.706.9853  
[bmortensen@slchamber.com](mailto:bmortensen@slchamber.com) | [slchamber.com](http://slchamber.com)  
 175 E. University Blvd. (400 S.) Ste. 600, SLC, UT, 84111



--

Heidi Bouck  
 Deputy Recorder/Business Licensing  
 Farmington City  
[hbouck@farmington.utah.gov](mailto:hbouck@farmington.utah.gov)  
 801-939-9209

 **CitySupportResolution\_Farmington.pdf**  
 127K



**A RESOLUTION OF THE CITY OF FARMINGTON, UTAH REGARDING UTAH'S HOUSING NEEDS.**

**WHEREAS**, Utah's population growth is among the highest in the nation, the result of a strong economy, larger family sizes and high quality life measures; and

**WHEREAS**, the developable land in Utah's most populated valleys is rapidly disappearing; and

**WHEREAS**, research conducted by the University of Utah has shown that for the first time in 40 years Utah has had more new households than new housing units provided, resulting in a housing shortage that is contributing to housing costs to increasing, so that many Utah families are struggling to meet their housing needs; and

**WHEREAS**, since 2011 this housing gap, or shortage of housing, is estimated to be above 50,000 units and growing each year, even as Utah led the nation in percentage terms of housing construction last year.

**WHEREAS**, "Housing affordability" means the ability of a household to occupy a housing unit paying no more than 30% of the household's income for gross housing costs, including utilities.

**WHEREAS**, the current affordable housing crisis in Utah is concentrated in households with incomes below the median income but left unaddressed the median price of a home in the Wasatch Front would be \$700,000 within in a generation impacting a majority of Utah families.

**WHEREAS**, accommodating a significant portion of Utah's population growth in proximity to employment opportunities allows people to live closer to work, reduce driving, reduce air pollution, reduce household transportation costs, decrease infrastructure costs, and maintain and improve the quality of life for Utah's residents; and

**WHEREAS**, cities that adopt measures encouraging and supporting housing affordability will improve the overall prosperity, air quality, as well as reduce housing and transportation cost not only for their cities, but for the region and state.

**WHEREAS**, reducing regulatory barriers and fees to all types of housing will improve housing affordability, maintain Utah's premier business climate, and decrease infrastructure costs; and

**WHEREAS**, the Salt Lake Chamber's Housing GAP Coalition is working with local governments to raise awareness about the choices to promote and increase housing affordability, preserve our strong economy and protect the quality of life in the face of rapid growth.

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

**SECTION 1. Pledge of support.** Together with other Utah local governments and community stakeholders, we as a city are committed to ensuring housing affordability is attainable for all Utah residents, and we recognize our ability to implement various smart growth strategies to promote and maintain housing affordability.

**SECTION 2. Measures to be taken.** The city pledges to adopt and implement measures that are designed to:



1. Minimize barriers, including exercising restraint in impact and permit fee increases, to the provision of all housing and provides housing opportunity for all of incomes and life stages;
2. Review and reform existing practices, including zoning, impact and other fees, and other potential impacts that would negatively impact housing affordability;
3. Plan and allow significant housing opportunities near employment centers, public transportation, and other amenities;
4. Increasing public and government awareness and understanding of the housing affordability needs of our city, region and state;
5. Think and coordinate regionally about local land use decisions;
6. Align housing, infrastructure, and economic development efforts; and
7. Promote collaboration with other communities, elected officials, and stakeholders on additional solutions.

Toward these ends, we will review and, as needed, update our general plan, comply with the 2018 moderate income housing legislation, and take other steps as appropriate.

**SECTION 3. Effective Date.** This Resolution shall become effective immediately upon passage by the legislative body and upon its notice as required by law.

CITY COUNCIL AGENDA

For Council Meeting:  
September 18, 2018

**SUBJECT: City Manager Report**

1. Executive Summary for Planning Commission held September 6, 2018

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: Eric Anderson, City Planner  
Date: September 18, 2018  
SUBJECT: **EXECUTIVE SUMMARY: PLANNING COMMISSION – SEPTEMBER 6, 2018**

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on September 6, 2018 [note: seven commissioners attended the meeting—Chair Kent Hinckley, Amy Shumway, Roger Child, Connie Deianni, Rulon Homer, Shawn Beus, and Russ Workman.

Item 3 Justin Atwater / Wright Development Group (Public Hearing) – Applicant is requesting a recommendation for rezone and schematic plan approval for the Kirkham Subdivision consisting of 4 lots on 2.4 acres of property located at 975 N. Compton Road in an A-F (Agriculture – Foothill) and LR-F (Large Residential – Foothill) zone. The rezone application is for approximately .31 acres of the subject property (the northwest corner) from an A-F (Agriculture – Foothill) to an LR-F (Large Residential – Foothill) zone. (S-22-18 & Z-8-18)

*Voted to recommend that the City Council approve the rezone and schematic plan as written in the staff report.*

*Vote: 7-0*

Item 4 Travis Davis / Hughes Contractors (Public Hearing) – Applicant is requesting conditional use and site plan approval for the Stathis Trucking Facility on 12.55 acres of property located at 1291 S. 650 West in an LM&B (Light Manufacturing and Business) zone. (C-1-18)

*The Commission discussed various points of issue on this item, including the road improvements on 650 West, the fencing/screening, the landscape improvements, and increased traffic potential. The applicant mentioned that he felt it unfair that he be required to improve his frontage when the City helped pay for improvements on properties to the north; the Planning Commission unanimously rejected that claim and*

*pointed out that any new development (be it residential or commercial) is required to improve their frontage. Regarding the traffic impacts, the Commission noted that the truck facility already exists, and there will not be an increase in traffic, the conditional use and site plan is for a shop and office to maintain the vehicles that are already there. The other two issues discussed had conditions placed on the permit addressing the concerns of the commissioners.*

*Voted to approve the conditional use permit as written in the staff report with an amendment to condition 5 and an added condition 8 as follows:*

*5 – The applicant shall screen the storage site through the use of landscaping, fencing, or a combination of both from view from any public street, and fencing shall be located behind the building, extending to the property line;*

*8 – The applicant shall provide a more detailed landscape plan, with xeriscape plant materials, and variable sized rocks, and the landscape plan shall be approved by staff.*

*Vote: 7-0*

Respectfully Submitted



Eric Anderson  
City Planner

Concur



Dave Millheim  
City Manager

CITY COUNCIL AGENDA

For Council Meeting:  
September 18, 2018

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

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



# 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 WORK SESSION Staff Report

To: Honorable Mayor and City Council  
From: Brigham Mellor, Economic Development Director  
Date: September 18, 2018  
SUBJECT: **Schedule for North Station CRA 1 and CRA 2**

### RECOMMENDATION

NO ACTION AT THIS TIME

### BACKGROUND

We have begun the exercise of meeting independently with each of the taxing entities to gather support for the tax increment financing areas in our business park. The intent of this work session item is to bring the council up to speed on the matter.

#### Supplemental Information

1. North Station Schematic Small Area Plan
2. North Station CRA 1 Boundary Map
3. North Station CRA 2 Boundary Map
4. Gantt Chart

#### Applicable Ordinances

1. State Code §17C-5-108

Respectfully Submitted

  
Brigham Mellor  
Economic Development Director

Concur

  
Keith Johnson  
Assistant City Manager



# ILLUSTRATIVE PLAN

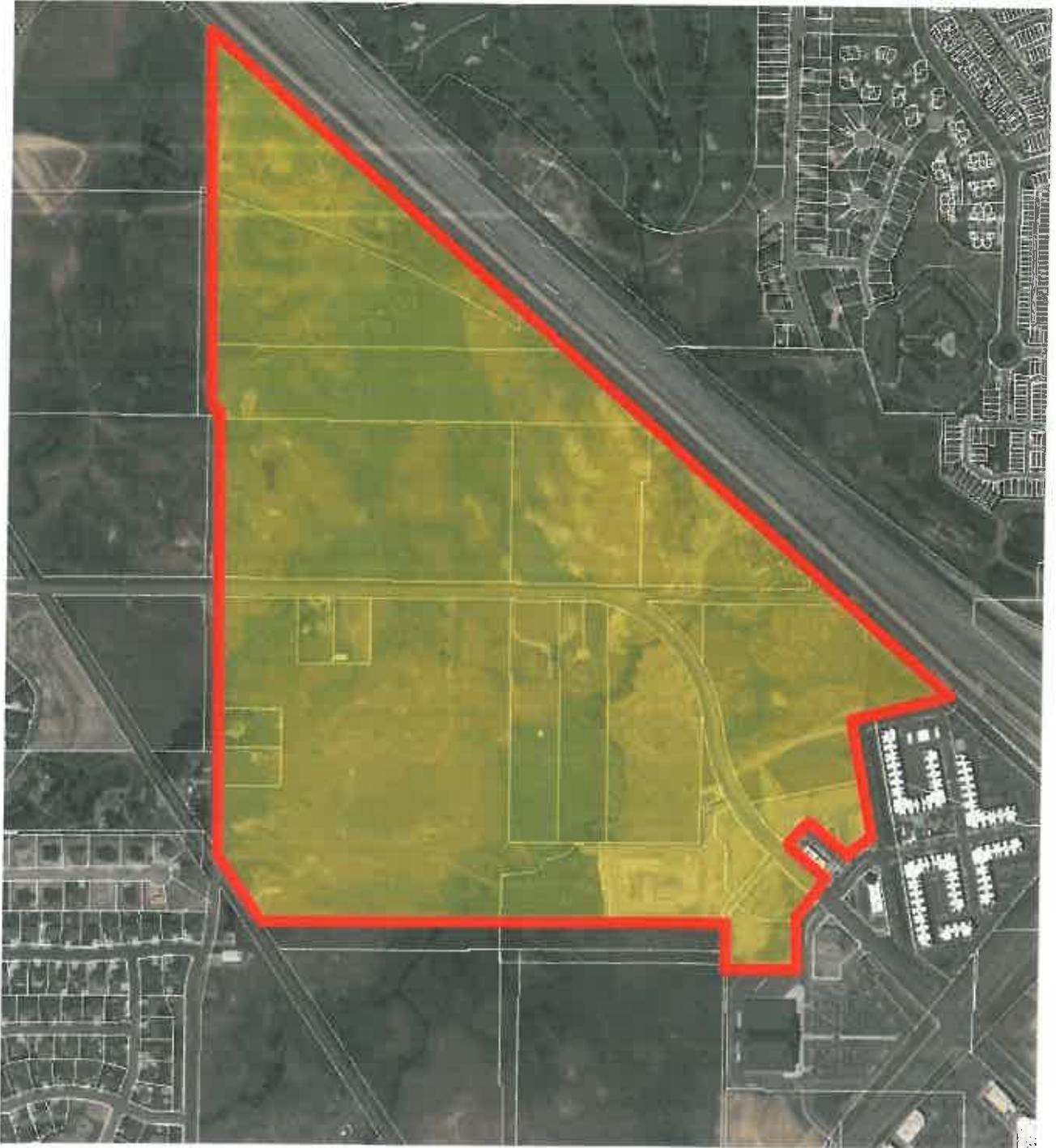
1 DECEMBER 2016  
NORTH STATION MASTER PLAN | FARMINGTON, UTAH

**North Station CRA 1 = approximately 112 acres**



**ECONOMIC  
DEVELOPMENT**

**North Station CRA 2 = approximately 150 acres**



**ECONOMIC  
DEVELOPMENT**

