

**WORK SESSION:** A work session will be held at **5:00 p.m.** in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss the future office park and results of a market study and potential formation of a community reinvestment project area. 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, June 7, 2016, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

### **PUBLIC HEARINGS:**

7:05 Zoning Ordinance Amendment (Accessory Buildings in Side Yards)

7:15 Eastridge Estates Phase II Rezone and Schematic Plan

### **NEW BUSINESS:**

7:25 Temporary Access Easement Request for Kaysville and/or Joint Resolution for both Cities

### **SUMMARY ACTION:**

7:35 Minute Motion Approving Summary Action List

1. Repeal of Chapter 9 of the Subdivision Ordinance
2. Tank Site Property Conditions of Sale
3. Kestrel Bay Estates Phase 2 Subdivision Improvements Agreement
4. Surplus Property of Ambulance
5. Proclamation for Local First Utah's Independents Week
6. Taylor Subdivision Extension Agreement
7. Approval of Special City Council Minutes from April 8, 2016
8. Approval of Special Budget Minutes from May 17, 2016
9. Approval of City Council Minutes from May 17, 2016

**GOVERNING BODY REPORTS:**

7:40 City Manager Report

1. UDOT West Davis Corridor Update
2. Sidewalk Bid on Frontage Road
3. Executive Summary – Planning Commission held May 19, 2016
4. July 5<sup>th</sup> Meeting?
5. Davis County Road Respect Events

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 2nd day of June, 2016.

**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:  
June 7, 2016

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

It is requested that Mayor Jim Talbot give the invocation to the meeting and it is requested that City Manager Dave Millheim 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:  
June 7, 2016

**PUBLIC HEARING:** Zoning Ordinance Amendment  
(Accessory Buildings in Side Yards)

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

1. Hold the public hearing.
2. See staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson – Associate City Planner  
Date: June 7, 2016  
SUBJECT: ZONING ORDINANCE AMENDMENT  
Applicant: Farmington City

### RECOMMENDATION

1. Hold a Public Hearing;
2. Move that the City Council approve the Zone Text Amendment of Sections 11-10-040(8)(c) and 11-11-060(c) of the Zoning Ordinance and the Enabling Ordinance related thereto.

### Findings for Approval

1. The proposed zone text amendment is allowing residents the full use of their property in certain extenuating circumstances where a large side corner yard could reasonably accommodate an accessory building without adversely affecting their neighbors.
2. The ordinance still allows for Planning Commission oversight and discretion when either approving or denying the conditional use.
3. By requiring that a detached accessory building in the side corner yard meet all applicable yard setback requirements, any accessory building would have to be at least 20' from the nearest side corner lot line; this distance is ample as a buffer from the street, and will limit accessory buildings to homes with large side corner yards.
4. The proposed zone text amendment does not affect the prohibition from an accessory building encroaching in the front yard; this is still prohibited under the proposed change.

### BACKGROUND

Currently, the Zoning Ordinance allows for the Planning Commission to grant special approval to place an accessory building in the side yard of a home, however, it remains silent on the side corner of a yard. Staff has always interpreted this to mean that accessory buildings are not permitted in the side corner yard of a home.

After receiving a request regarding a lot that has a large side corner yard in which a resident desires to build a detached garage in, staff wanted to propose a zone text change allowing for accessory buildings in side corner yards under certain extenuating circumstances. Like an accessory building within a side yard, the Planning Commission is allowed to approve or deny the placement of an accessory building as set

forth in Sections 11-10-040 and 11-11-060 (see below). The Planning Commission has discretion to deny such requests if they feel it is a bad fit.

As part of the existing ordinance, the accessory building in a side or side corner yard must meet all of the normal setback requirements for the underlying zone; this provides regulatory power and limits the ability for applicants to place an accessory building in a side corner yard because at minimum, in all single family and agriculture zones, this means that the building would have to be at least 20' from the side corner property line, not 8'-14' as would be required in a side yard. Staff is recommending the Zoning Ordinance be amended as follows:

**11-10-040 Lot and Setback Standards**

---

(8) Accessory buildings and structures:

(a) Accessory buildings, except those listed in paragraph (b) below, shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable building codes, shall be at least five (5) feet from all property lines and shall be fifteen (15) feet from a dwelling on an adjacent lot. Accessory buildings shall not be built over utility easements that may run along the side and rear property lines.

(b) No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten (10) feet to any side or rear boundary line or one hundred (100) feet to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures.

(c) A detached accessory building, or other architecturally compatible structure as approved by the Planning Commission after a public hearing is held, may be located in the side or side corner yard of a lot providing that a separation is maintained from the residence in compliance with applicable building codes, and all front, side corner, and side setbacks are provided as specified in Section 11-10-040 and the rear setback is provided as specified in Section 11-10-040(7)(a). In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building.

AND

**11-11-060 Accessory Buildings and Structures**

---

(c) A detached garage, or other architecturally compatible structure as approved by the Planning Commission after a public hearing is held, may be located in the side or side corner yard of a lot providing that a separation is maintained from the residence in compliance with applicable building codes, and all front, side corner, and side setbacks are provided as specified in Section 11-

11-050, and the rear setback is specified in Section 11-11-060(a). In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building.

Supplemental Information

1. Enabling Ordinance
2. Lot Definition diagram
3. Peterson Home Aerial – Illustrating Large Side Corner Yard

Applicable Ordinances

1. Title 11, Chapter 10 – Agricultural Zones
2. Title 11, Chapter 11 – Single Family Residential Zones

Respectfully Submitted



Eric Anderson  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. 2016 -**

**AN ORDINANCE AMENDING CHAPTERS 10 AND 11 OF  
THE ZONING ORDINANCE (ZT-3-16).**

**WHEREAS**, the Planning Commission has held a public hearing in which the proposed amendment to the Zoning Ordinance was thoroughly reviewed and the Planning Commission recommended that this change be approved by the City Council; and

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

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

**Section 1. Amendment.** Section 11-10-040(8)(c) and 11-11-060(c) of the Farmington City Zoning Ordinance is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 7<sup>th</sup> day of June, 2016.

**FARMINGTON CITY**

---

H. James Talbot, Mayor

**ATTEST:**

---

Holly Gadd, City Recorder

## EXHIBIT "A"

### Amending Sections 11-10-040 and 11-11-060 of the Zoning Ordinance allowing accessory buildings in the side corner yard with Planning Commission approval.

#### 11-10-040 Lot and Setback Standards

---

- (8) Accessory buildings and structures:
- (a) Accessory buildings, except those listed in paragraph (b) below, shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable building codes, shall be at least five (5) feet from all property lines and shall be fifteen (15) feet from a dwelling on an adjacent lot. Accessory buildings shall not be built over utility easements that may run along the side and rear property lines.
  - (b) No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten (10) feet to any side or rear boundary line or one hundred (100) feet to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures.
  - (c) A detached accessory building, or other architecturally compatible structure as approved by the Planning Commission after a public hearing is held, may be located in the side or side corner yard of a lot providing that a separation is maintained from the residence in compliance with applicable building codes, and all front, side corner, and side setbacks are provided as specified in Section 11-10-040 and the rear setback is provided as specified in Section 11-10-040(7)(a). In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building.

AND

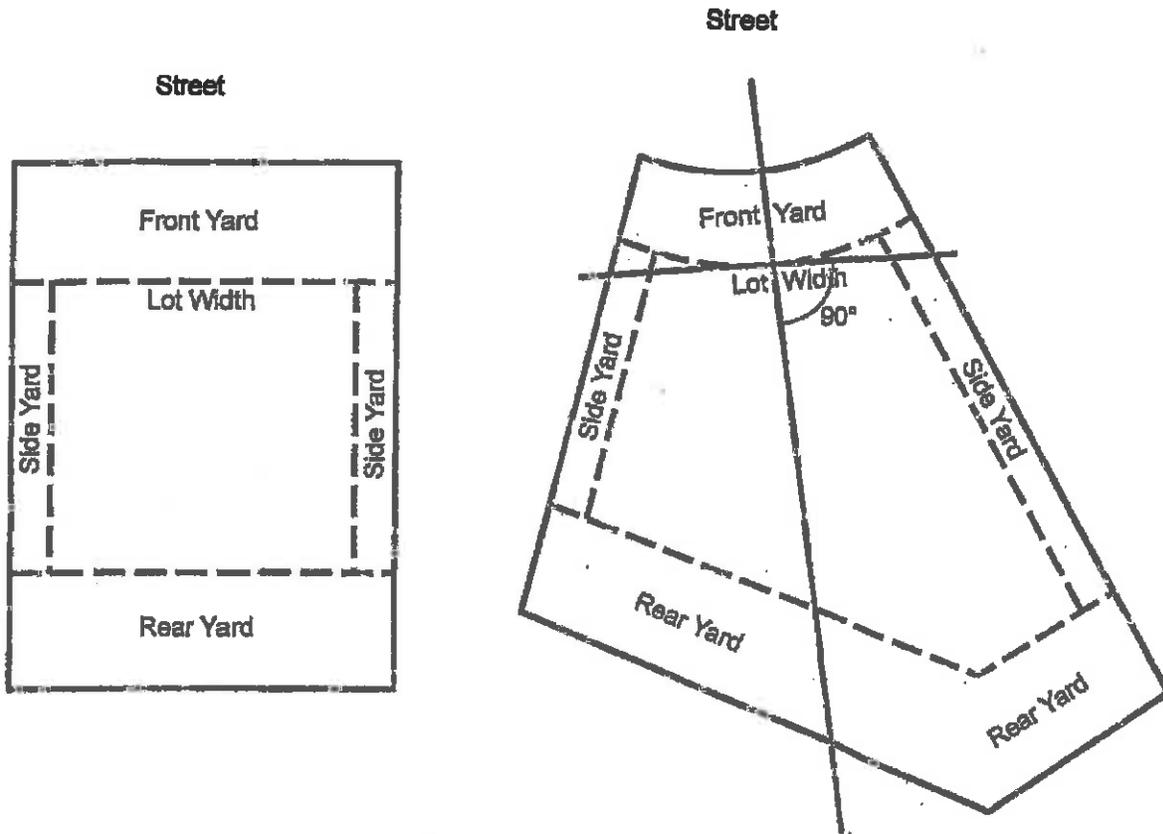
#### 11-11-060 Accessory Buildings and Structures

---

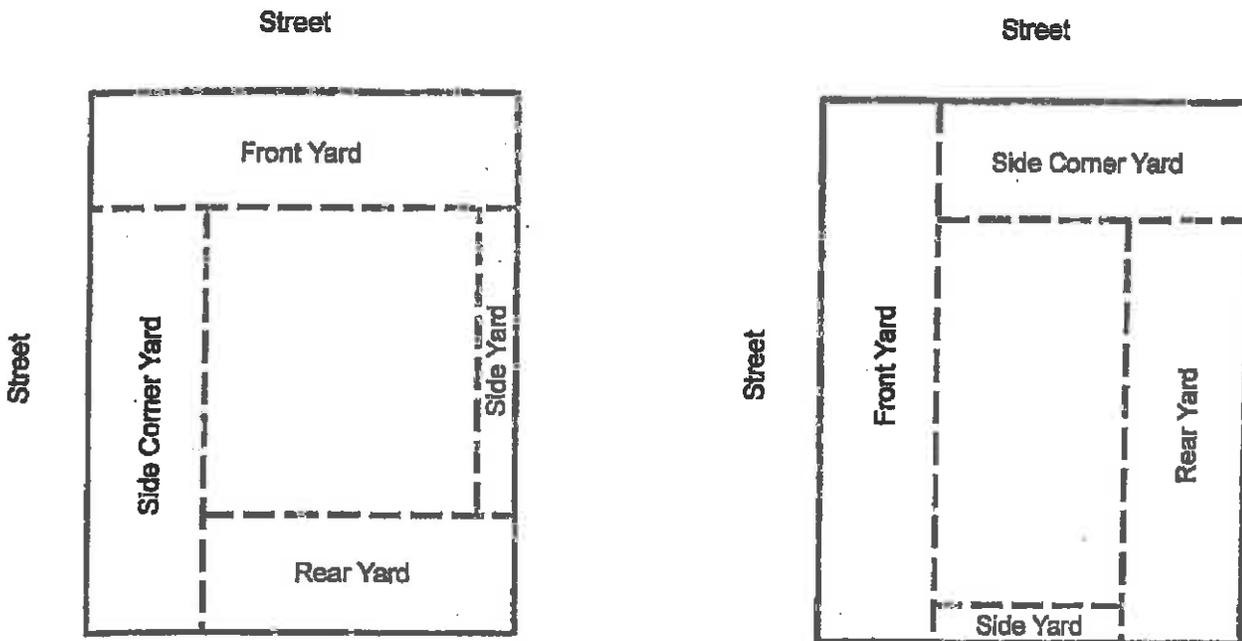
- (c) A detached garage, or other architecturally compatible structure as approved by the Planning Commission after a public hearing is held, may be located in the side or side corner yard of a lot providing that a separation is maintained from the residence in compliance with applicable building codes, and all front, side corner, and side setbacks are provided as specified in Section 11-11-050, and the rear setback is specified in Section 11-11-060(a). In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building.

# APPENDIX I

## TYPICAL INSIDE LOTS



## TYPICAL CORNER LOTS



# Farmington City



## CITY COUNCIL AGENDA

For Council Meeting:  
June 7, 2016

**PUBLIC HEARING: Eastridge Estates Phase II Rezone and Schematic Plan**

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

1. Hold the public hearing.
2. See staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: June 7, 2016

SUBJECT: **Eastridge Estates Phase II Rezone and Schematic Plan**  
Applicant: **Russell Wilson – Symphony Homes**

### RECOMMENDATION

- 1) Hold a public hearing;
- 2) **Schematic Plan:** Move that the City Council approve the schematic (master) plan for Eastridge Estates Conservation Subdivision Phases II and III subject to all applicable Farmington City ordinances and development standards and the following conditions:
  1. The applicant shall enter into a development agreement memorializing the approved master plan prior to preliminary plat;
  2. The applicant shall receive US Army Corp of Engineers approval to mitigate any wetlands on site prior to consideration of preliminary plat;
  3. The applicant shall obtain a CLOMR prior to or concurrent with final plat consideration for all property within the FEMA floodplain map;
  4. The applicant shall provide 15% open space either on site, or offsite in the regional detention basin;
  5. The applicant shall meet all requirements as set forth in Section 11-30-105 of the Zoning Ordinance;
  6. On the property east of 200 East, homes shall be situated in such a way to enable in-fill development in the event future owners of the lots desire to further develop their property;
  7. That the storm-drain line that goes to the regional detention basin be piped as part of Phase II development;
  8. That a soils report be provided as part of preliminary plat.

#### Findings for Approval:

1. The proposed schematic plan meets the requirements of the subdivision and zoning ordinances.
2. While Phase III is dependent on approval from the Corp, much of Phase II is not constrained by wetlands and may not require any mitigation.

3. The open space being traded to the City for a regional detention basin is desirable because it provides a regional facility for the southeastern portion of Farmington, and the open space would not be desirable within the subdivision boundaries of Phase II.
  4. In the event that Phase III never develops, piping the storm drain line as part of Phase II ensures that the City is not left with an open ditch to maintain.
  5. Providing a soils report at preliminary plat will give a better indication of the quality of the soils and the subsequent depth-to-water-table for this development and better inform the City concurrent with vesting of the property.
- 3) **Rezone:** Move that the City Council approve the rezone of .94 acres of property located at approximately 50 West and 1500 South from AA to LR, and 1.75 acres of property located at approximately 250 East and 1500 South from A-F to LR-F as identified on the attached maps, subject to all applicable Farmington City ordinances and development standards and the following conditions:
1. The approval is subject to an approved preliminary plat;
  2. The applicant shall provide a trail easement on or near the Bamberger R.O.W. line connecting the trail easement in the Tuscany Village PUD Parcel B open space with their northern property line acceptable to Farmington City.

*Findings for Approval:*

1. The proposed rezones are consistent with the general plan.
2. The proposed rezones are consistent with the surrounding properties and neighborhoods.
3. The portion of property in the AA zone is part of the old Bamberger Right-of-Way and is not below the 4218 line, and should have the development restricted designation removed from this portion of property.
4. The trail easement will provide a future connection from 1470 South to 1600 South and could even become regional in nature as the Bamberger Right-of-Way goes into Centerville.

## **BACKGROUND**

### **SCHEMATIC PLAN**

The applicant desires to develop 18.9 acres of property located at approximately 1500 South between 250 East and the Frontage Road. Eastridge Estates Phase I was approved in 2014, and Phases II and III are a continuation of Phase I. The applicant is proposing that two lots be approved as part of Phase II east of 200 East and the remaining 24 lots be approved west of the existing Eastridge Estates Phase I. The applicant desires to get schematic plan for Phases II and III approved concurrently so that he can memorialize this master plan through a development agreement and qualify for a conservation subdivision.

In the LR zone, a property must have at least 10 acres of property to qualify for a conservation subdivision, therefore the applicant needs to consolidate Phases II and III to qualify for a conservation subdivision. While the applicant would like to do both phases at once, Phase III is comprised mainly of wetlands which will need to be mitigated, and prior to moving on to preliminary plat, the applicant will need to have a mitigation plan approved by the US Army Corp. Therefore, the applicant is proposing schematic plan for both phases, but will have to bifurcate each phase separately at preliminary plat. The applicant did not want to hold Phase II up while he addresses and waits for approval of the wetland mitigation plan from the Corp for Phase III. Because this is just schematic and there is no vesting, staff

is comfortable considering the two schematic plan phases jointly, and if the memorialized master plan for Phase III changes due to the Army Corp's review of the mitigation plan, then the schematic plan can be amended at preliminary plat, where vesting occurs.

The yield plan, which has been provided, shows that 29 lots could be built for both phases, however, the layout of the yield plan is dependent on the mitigation of wetlands that exist over a significant portion of the property. As part of the conservation subdivision requirements, set forth in Chapter 12 of the Zoning Ordinance, the applicant is required to set aside 15% open space. When calculating open space, the applicant must remove constrained and sensitive lands from the net acreage, so "Open Space Area B" would not count towards the required open space. However, the open space percentage requirement will be met through a portion of the regional detention basin, as it was for Phase I. Because the open space provided in the regional detention basin will be serving as a storm-water facility for other projects and properties, it is desirable to the City to obtain this property as open-space, and it will serve the City and meet a need as outlined on our City Storm Water Master Plan.

Although the yield plan allows for 29 lots, the applicant is proposing 26 total lots, 10 lots in Phase II and 16 lots in Phase III. The proposed lot sizes and lot dimensions exceed the minimum requirement of 6,500 s.f. and the typical lot area of 8,500 s.f. for a conservation subdivision in the LR zone significantly, as all lots are at least 10,000 s.f., and the average lot area is approximately 14,000 s.f.

Lot 208 is a flag lot and meets all of the standards set forth in Section 12-7-030(10). Additionally, the two lots east of 200 East are in the foothill overlay zone, therefore, at preliminary and final plat there are additional steps the applicant must adhere to in order to get final approval.

As part of the Planning Commission's review, there was some concern expressed by the public and subsequently the Planning Commission that the land may be unsuitable for development due to the prevalence of wetlands on the site, particularly on Phase III. Staff reminded the commissioners and public that this is only schematic and before any vesting occurs (i.e. at preliminary plat) the US Army Corp of Engineers will have to approve the mitigation plan presented to them by the developer. There were additional concerns about the quality of the soils, and although a soils report is required at preliminary plat normally, the commissioners felt it prudent to add a condition requiring a soils report at preliminary plat, just to ensure that it happens; they were particularly concerned about the possibility of there being peat moss soils like those found in properties to the north.

### REZONE

Currently, there is .94 acres of property located on the western edge of the proposed Eastridge Estates Phase III subdivision that are zoned AA. The AA zone is the City's "very low density" zone and was intended to protect all land beneath the 4218 line. The portion of property that the applicant desires to rezone, however, is well above the 4218 line as it was part of the old Bamberger Right-of-Way and is raised on a berm approximately 10' in height. Staff feels that this strip of land should be included with the other property in Phase III which is already zoned as LR.

The other portion of the rezone application is for 1.75 of the 3.865 acres east of 200 East in the proposed Eastridge Estates Phase II subdivision. Currently the property is zoned both A-F and LR-F; it is designated as LDR on the General Plan, which is for the single family residential zones. The City has always intended this property to be zoned as LR-F and rezoning it as such will bring it into consistency with the surrounding neighborhoods, the general plan, and the 2.1 acres of this property already zoned LR-F. Additionally, by leaving the foothill overlay designation on the property, it

ensures that additional foothill zone regulations will be placed on the development, and required of the developer.

Both the Planning Commission and staff were comfortable including the trail easement dedication as part of the rezone instead of with schematic plan; the reason for this is because the rezone is a legislative decision while the subdivision is administrative. Staff feels that getting this trail easement as part of this subdivision is important because if the regional connection into Centerville ever does occur, having this easement will help in that endeavor. Should the possibility of acquiring the trail connection disappear, the City can always vacate the easement at that time, but trying to get an easement across platted and private property after the fact is difficult.

Supplemental Information

1. Vicinity Map
2. General Plan Map
3. Zoning Map
4. Schematic Plan
5. Yield Plan
6. Sensitive Area Designation Plan
7. Enabling Ordinance

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agriculture Zones
4. Title 11, Chapter 11 – Single Family Residential Zones
5. Title 11, Chapter 12 – Conservation Subdivisions
6. Title 11, Chapter 30- Foothill Development Standards

Respectfully Submitted



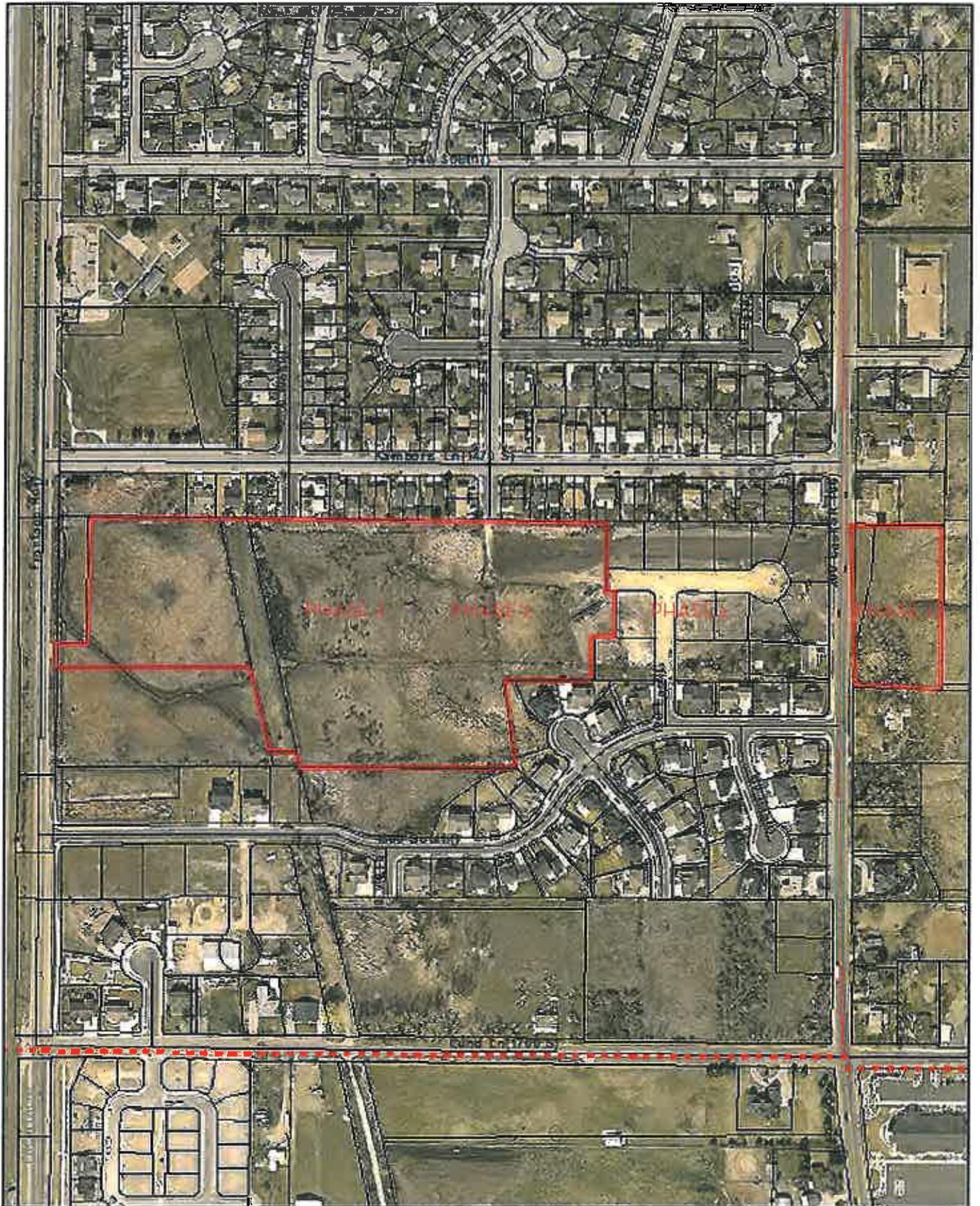
Eric Anderson  
Associate City Planner

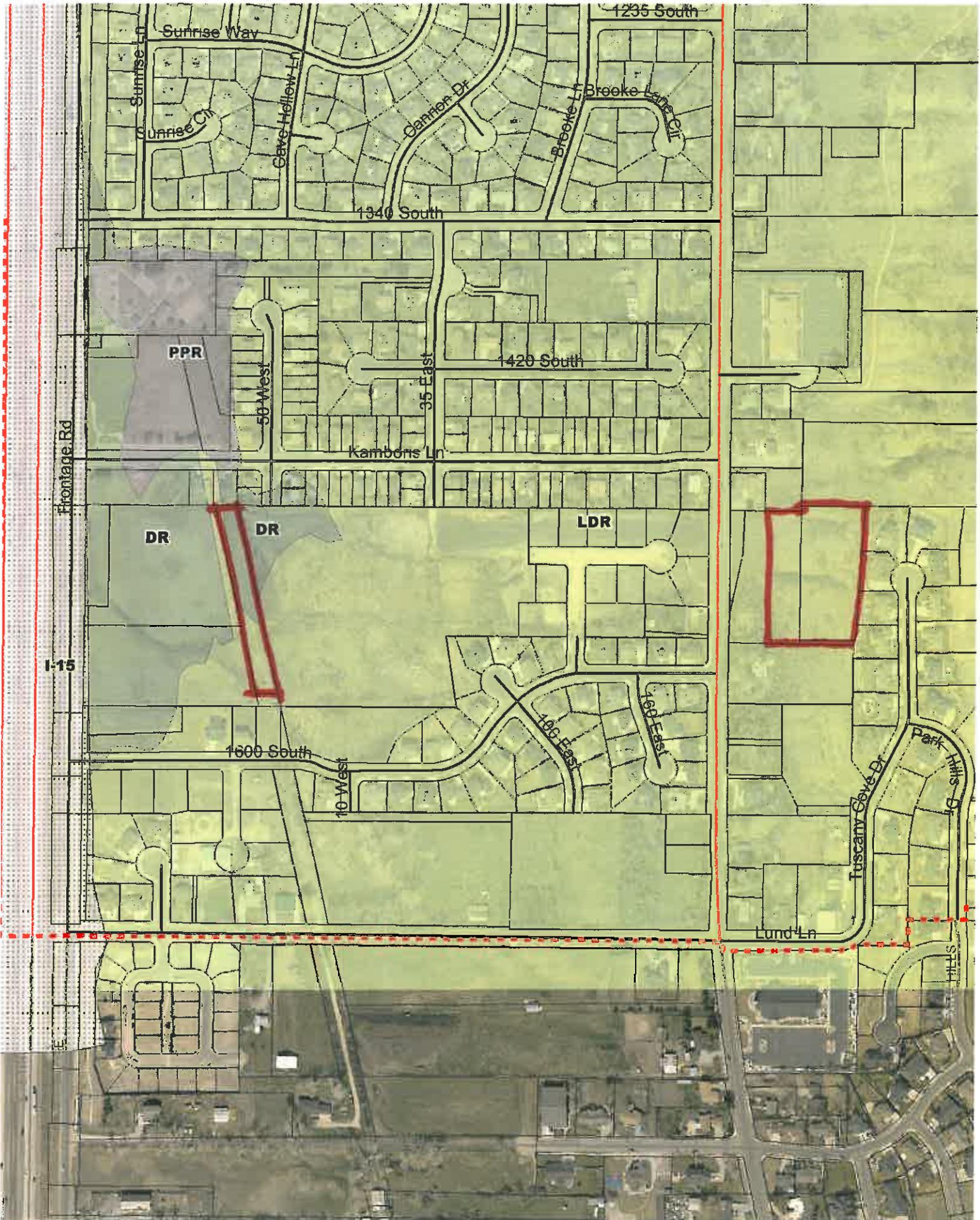
Concur



Dave Millheim  
City Manager

# Farmington City





Sunrise Ln

Sunrise Way

Sunrise Cir

Cave Hollow Ln

Carrier Dr

Brooke Ln

Brooke Lane Cir

1235 South

1340 South

PPR

50 West

35 East

1420 South

Kambons Ln

DR

DR

LDR

I-15

1600 South

10 West

400 East

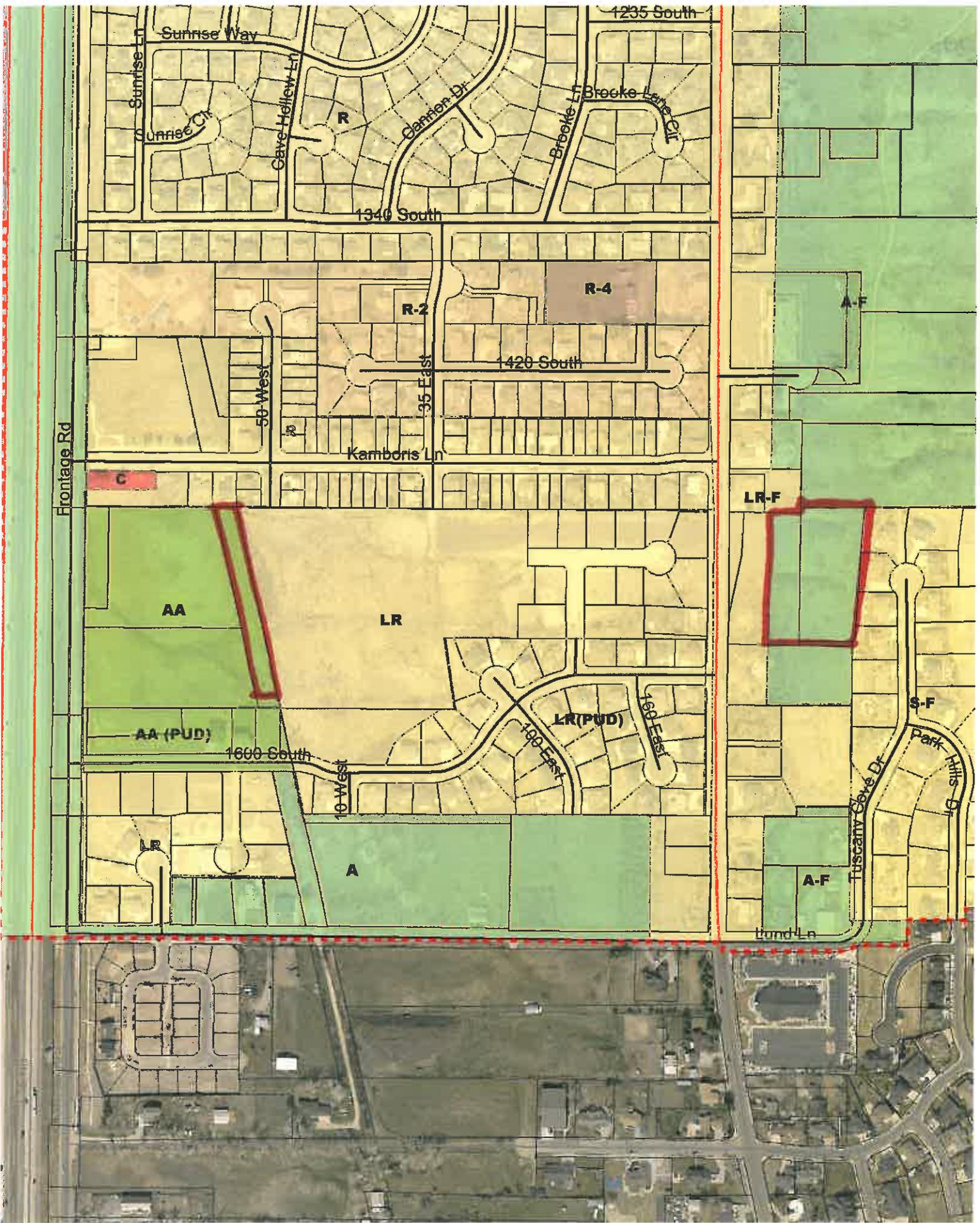
460 East

Tuscany Cove Dr

Park Hills Dr

Lund Ln

ST



1235 South

Sunrise Way

Sunrise Ln

SUNRISE CT

Gave Hollow Ln

R

Cameron Dr

Brooke Lane Cir

1340 South

R-4

R-2

A-F

1420 South

50 West

35 East

Kamboris Ln

Frontage Rd

C

LR-F

AA

LR

AA (PUD)

LR(PUD)

1600 South

160 East

A

S-F

10 West

100 East

Tuscany Cove Dr  
Park Hills Dr

A-F

Hund Ln



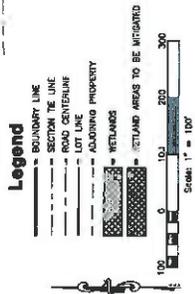
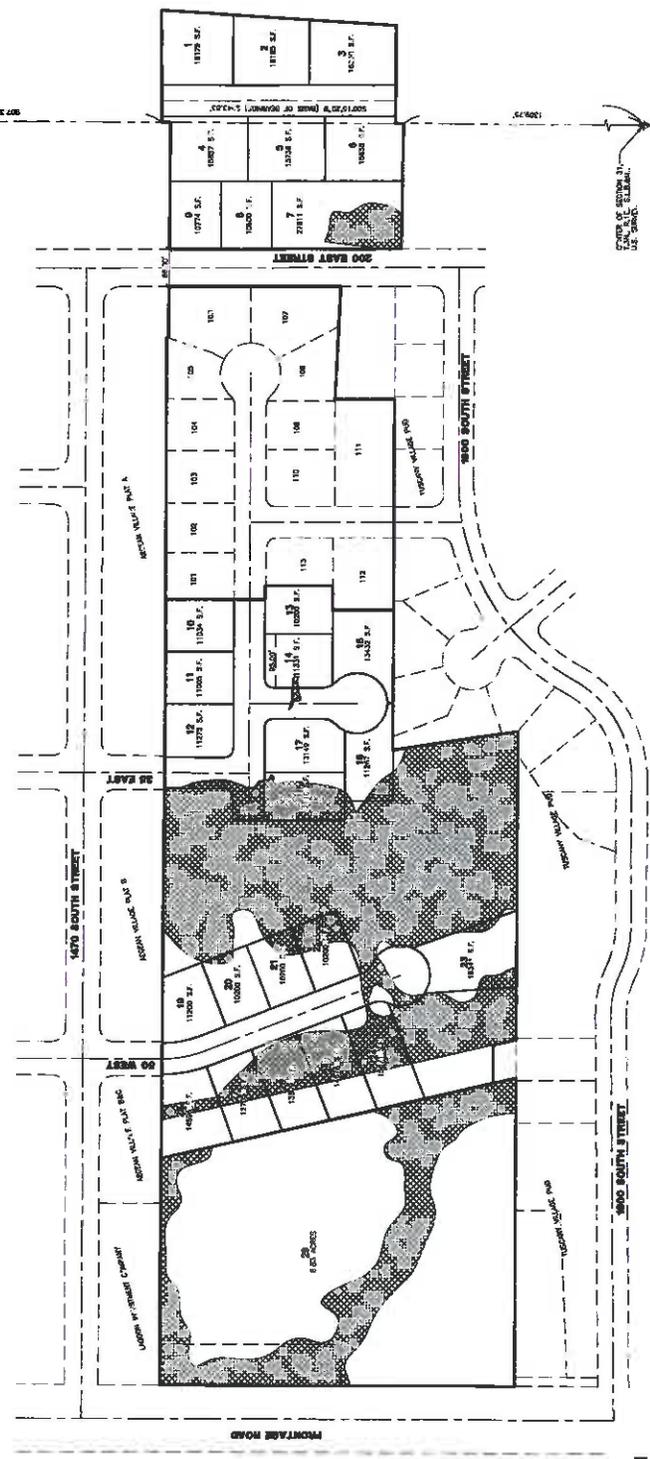
REVISIONS	DATE	DESCRIPTION

**Yield Plan**  
**Farmington Eastridge Estates**  
 FARMINGTON CITY, DEWIS COUNTY, UT

Prepared By: \_\_\_\_\_  
 Engineer: \_\_\_\_\_  
 Drafter: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Number: \_\_\_\_\_

Revised: 4-19-18

**Developer:**  
 Symphony Homes  
 526 North 400 West  
 No. Salt Lake, UT 84054  
 (801) 557-7297



Farmington City, Davis County, Utah

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. AND CHANGES THEREIN SHALL BE THE RESPONSIBILITY OF THE CLIENT. REEVE & ASSOCIATES, INC. DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED TO IT BY ANY OTHER PARTY. REEVE & ASSOCIATES, INC. DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED TO IT BY ANY OTHER PARTY. REEVE & ASSOCIATES, INC. DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED TO IT BY ANY OTHER PARTY.

NO.	DATE	DESCRIPTION

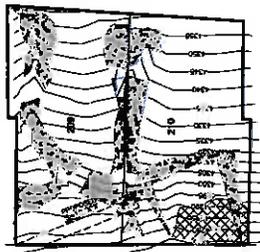
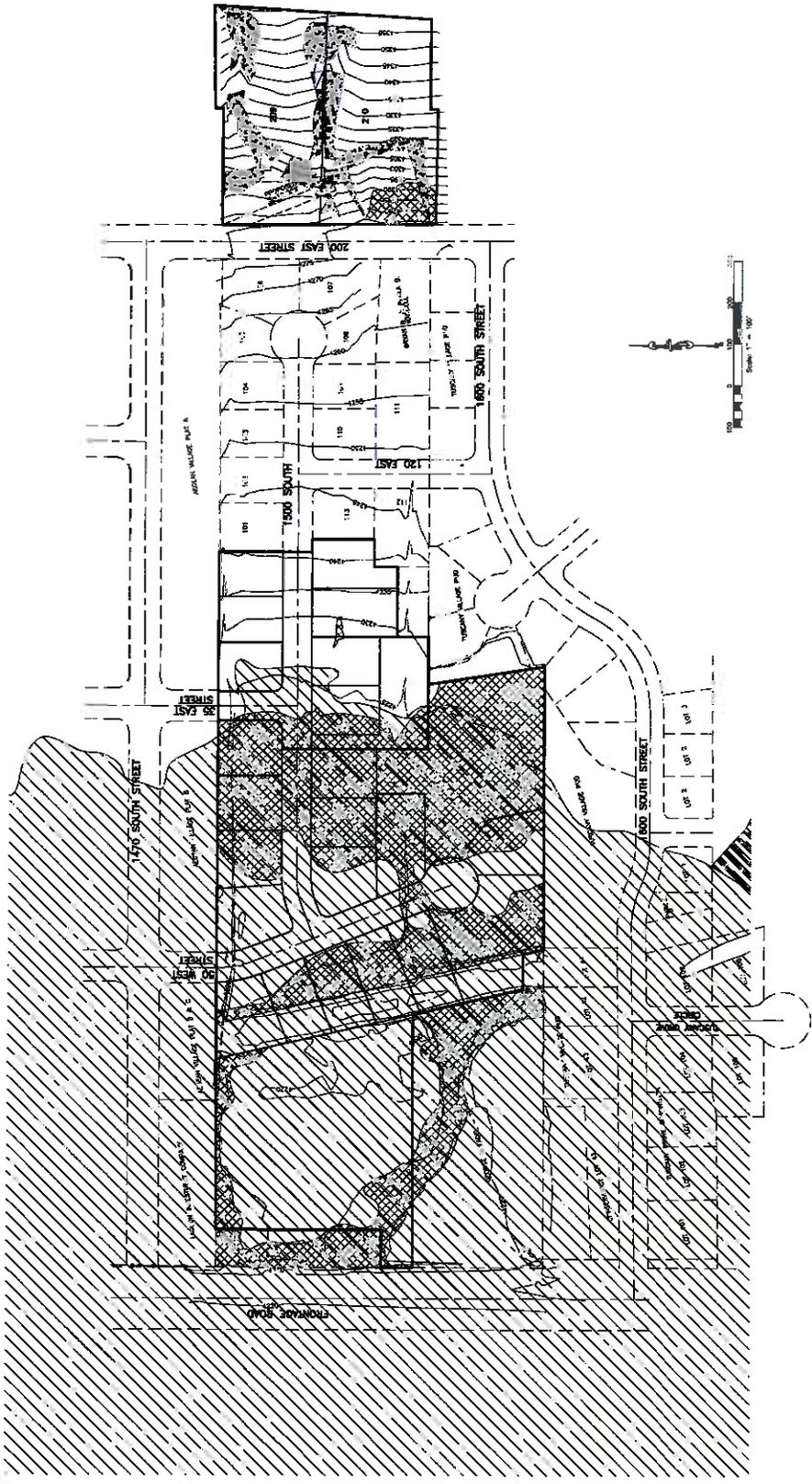
Prepared by:	1
Engineer:	1
Designer:	1
Checker:	1
Name:	1
Number:	1
Scale:	1

**Developer:**  
 Symphony Homes  
 526 North 400 West  
 No. Salt Lake, UT 84054  
 (801) 557-7297

# Farmington Eastridge Estates

## A Conservation Subdivision

Farmington City, Davis County, Utah



- Legend**
- FEMA FLOOD PLAIN, ZONE A
  - FEMA FLOOD PLAIN, ZONE X
  - WETLAND AREA
  - SLOPES > 10%
  - BUILDING FOOTPRINT

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. AND CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**FARMINGTON, UTAH**

**ORDINANCE NO. 2016 -**

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR .94 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 50 WEST AND 1500 SOUTH FROM AA TO LR, AND 3.66 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 250 EAST AND 1500 SOUTH FROM A-F TO LR-F**

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

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

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

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

**Section 1. Zoning Change.** The property described in Application # Z-1-16, filed with the City, located at approximately 1500 South and 50 West, identified by portions of parcel numbers: 070710010, 070710011, and 070700126, comprising 4.57 acres and as further described and illustrated on Exhibit "A" attached hereto and by this reference made a part hereof.

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

**Section 3. Effective Date.** This ordinance shall take effect upon the approval of a subdivision application related to the subject property.

**DATED** this 7<sup>th</sup> day of June, 2016.

**FARMINGTON CITY**

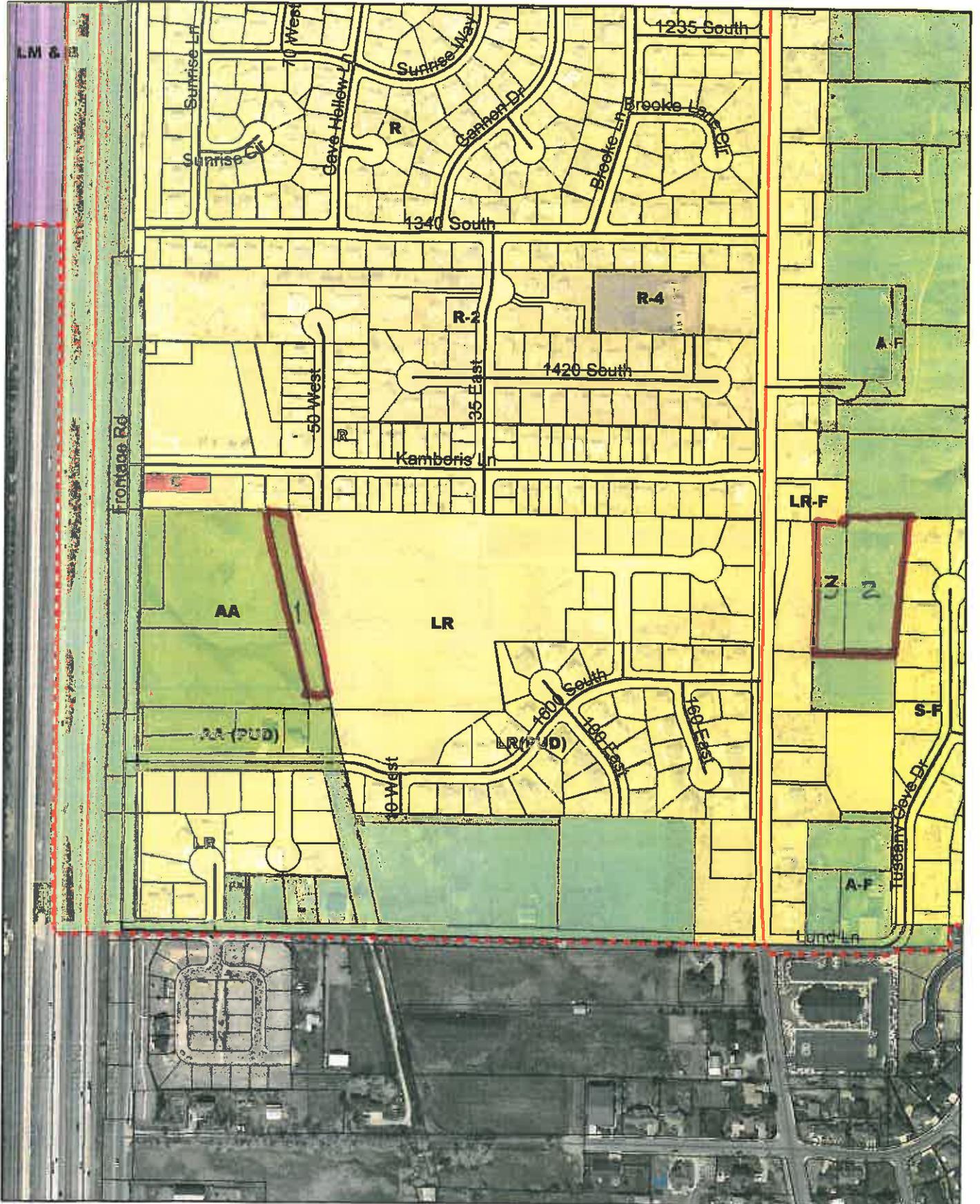
\_\_\_\_\_  
H. James Talbot  
Mayor

**ATTEST:**

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

# EXHIBIT "A"

## Farmington City



## Parcels for Rezone Application

### Parcel 070700126 (old Bamberger R.O.W.)

1 A PART OF THE NW 1/4 OF SEC 31-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT LIES S 00°15'20" W 1550.17 FT & N 89°44'40" W 1685.67 FT & N 12°45'42" W 41.01 FT FR THE N 1/4 COR OF SD SEC 31; TH N 12°45'42" W 603.03 FT; TH S 89°44'38" E 67.74 FT; TH S 12°45'42" E 602.72 FT; TH W 67.67 FT TO THE POB. CONT. **0.937 ACRES**

### Parcel 070710010 (East side of 200 East and only a portion of this property to be rezoned)

2 BEG 13.98 CHAINS S FR NE COR NW 1/4 SEC 31-T3N-R1E, SLM; TH W 167.08 FT, M/L, TO E LINE OF PPTY CONV TO STATE ROAD COMMISSION IN 252-583; TH S 1°58' W 136.2 FT ALG SD E LINE; TH S 7°34' W 202.1 FT ALG SD E LINE; TH S 70 FT, M/L, TO S LINE OF GRANTORS LAND; TH SE'LY 3.14 CHAINS ALG SD S LINE TO PT S OF BEG; TH N 6.33 FT TO BEG. CONT. **1.91 ACRES**

### Parcel 070710011 (East side of 200 East)

3 BEG 55 RODS S FR NW COR OF NE 1/4 SEC 31-T3N-R1E, SLM; TH E 12 RODS; TH S 25 RODS; TH W 10.50 RODS; TH N 25 RODS TO POB. CONT **1.75 ACRES**

CITY COUNCIL AGENDA

For Council Meeting:  
June 7, 2016

**SUBJECT: Temporary Access Easement Request for Kaysville and/or Joint Resolution for both Cities**

**ACTION TO BE CONSIDERED:**

Grant Kaysville City the enclosed temporary access easement subject to final review and approval thereof by the City Attorney and add the paragraph set forth below.

**And/Or**

Adopt the enclosed joint resolution whereby both Farmington and Kaysville agree to preserve right-of-way for the proposed collector street referenced therein.

**GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: June 7, 2016

SUBJECT: **TEMPORARY ACCESS EASEMENT REQUEST FOR KAYSVILLE AND/OR JOINT RESOLUTION FOR BOTH CITIES**

### RECOMMENDATION

Grant Kaysville City the enclosed temporary access easement subject to final review and approval thereof by the City Attorney and add the paragraph set forth below.

### AND/OR

Adopt the enclosed joint resolution whereby both Farmington and Kaysville agree to preserve right-of-way for the proposed collector street referenced therein.

### BACKGROUND

On May 17, 2016, the City Council considered the enclosed temporary easement with the stipulation that staff add language whereby both Kaysville and Farmington City agree to work together to preserve space for a collector road connecting the future Shepard Lane/I-15 interchange to an interchange to be located at the present site of the Lodder mink farm (which said mink farm interchange may become a reality in the event the Glover's Lane alignment is approved by UDOT and the FHWA). City staff met with staff from Kaysville City and presented to following possible language for their consideration:

### **SECTION THREE: PLATTED STREET-NOT OPENED**

The parties hereto agree not to vacate any portion, but preserve, the "PLATTED STREET-NOT OPENED" right-of-way as shown in the southwest area of the NE 1/4 SECTION 15, T 3N R R 1W SLB&M, and prevent any development thereon, and work together to set aside enough space for a west to east collector road for its residents (not an expressway or freeway) necessary to provide access to neighborhoods at selected north to south local streets along

the route to a future interchange on I-15 planned by UDOT near Shepard Lane, and to provide access to UDOT's preferred West Davis Corridor alignment (the "Glover's Lane Alternative") in the event this alternative is constructed.

The staff from both City's also talked about the possibility of a joint resolution, which appeared to be the first preference of Kaysville staff. Both alternatives separately or together are presented as part of the motion above, because one or both options together meet the direction provided by the Council on May 17th.

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

## KAYSVILLE CITY AND FARMINGTON CITY

### JOINT RESOLUTION

#### **A RESOLUTION IN SUPPORT OF A COLLECTOR STREET NEAR THE KAYSVILLE SOUTH CITY LIMIT LINE AND FARMINGTON NORTH CITY LIMIT LINE WEST OF UTA RIGHT-OF-WAY(FORMERLY KNOWN AS THE D.R.G.&W. RAIL ROAD R.O.W.**

**WHEREAS**, for many years, the Utah Department of Transportation (UDOT) and citizens of Kaysville City and Farmington City have been planning a route for a West Davis Corridor (WDC) in west central and north west Davis County; and

**WHEREAS**, the State of Utah funded and is in the process of preparing an Environmental Impact Study (EIS) for the WDC for consideration by the Federal Highway Administration (FHWA); and

**WHEREAS**, in the event the Glover's Lane alignment of the WDC is selected as part of the EIS process, UDOT is planning an interchange in the vicinity of property now owned by Lodder Ranch LLC (and/or Lodder Investments LLC); and

**WHEREAS**, UDOT is also planning an interchange at I-15 and Shepard Lane independent of whether or not a WDC is approved, which interchange UDOT has identified as a "Phase 1" project on its priority list; and

**WHEREAS**, no east to west collector street for local citizens now exists along the Glover's Lane Alignment of the WDC providing access connecting the WDC to I-15 between 200 North in Kaysville and Parrish Lane in Centerville, a distance of approximately 10 miles, and such additional local access near the common boundary of Kaysville and Farmington will be extremely beneficial to citizens of both communities; and

**WHEREAS**, in the event the Glover's Lane Alignment of the WDC is constructed, a collector street allowing local access to the WDC and I-15 starting in the vicinity of Lodder property will increase safety by providing access to emergency service personnel, and will also make available travel alternatives to Kaysville and Farmington citizens if a traffic accident occurs in the area; and

**WHEREAS**, an unobstructed non-improved 66 foot wide east to west right-of-way identified as a "PLATTED STREET-NOT OPENED STREET" on the Davis County Plat Map 08-065 (NE 1/4 SECTION 15, T 3N, R 1W, SLB&M DAVIS COUNTY UTAH) now exists near the corporate limit lines of Kaysville City and Farmington City starting at 350 East in Kaysville (2000 West in Farmington) thence traversing west to the Lodder property; and

**WHEREAS**, said 66 foot wide right-of-way was platted in the 1870's and predates the D.R.G.&W. Rail Road; and

**WHEREAS**, some additional right-of-way width over and above the 66 feet now platted maybe necessary to construct a collector street providing local access; and

**WHEREAS**, notwithstanding that some additional right-of-way and/or width may be required for the collector street, Kaysville City and Farmington City worked together to preserve an east/west corridor 146 feet in width between the Quail Crossing residential subdivision in Kaysville and the Hunter's Creek residential subdivision in Farmington; and

**WHEREAS**, said east/west corridor is ideally situated to accommodate the 66 feet (or more) necessary for a collector street between the WDC and I-15, which may also include landscaping, trails, and other side treatments, as approved by Kaysville City and/or Farmington City; moreover, some of the overall 146 foot wide corridor may be vacated if not needed; and

**WHEREAS**, the City Council of Kaysville City and the City Council of Farmington City foresee that it is in the best interest of both communities and its citizens to establish a collector street at this location;

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

1. Kaysville City and Farmington City agree not to vacate any portion, but preserve, the "PLATTED STREET-NOT OPENED" right-of-way as shown in the southwest area of the NE 1/4 SECTION 15, T 3N R R 1W SLB&M, and prevent any development thereon, yet vacate any of the right-of-way not needed.

2. Kaysville City and Farmington City will work together to set aside enough space for a west to east collector road for its citizens (not an expressway or freeway) necessary to provide access to neighborhoods at selected north to south local streets along the route to a future interchange on I-15 planned by UDOT near Shepard Lane, and to provide access to UDOT's preferred West Davis Corridor alignment (the "Glover's Lane Alternative") in the event this alternative is constructed.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF KAYSVILLE ON THIS \_\_\_\_ DAY OF JUNE, 2016; AND BY THE CITY COUNCIL OF FARMINGTON ON THIS \_\_\_\_ DAY OF JUNE, 2016**

**FARMINGTON CITY**

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

**ATTEST:**

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

**KAYSVILLE CITY**

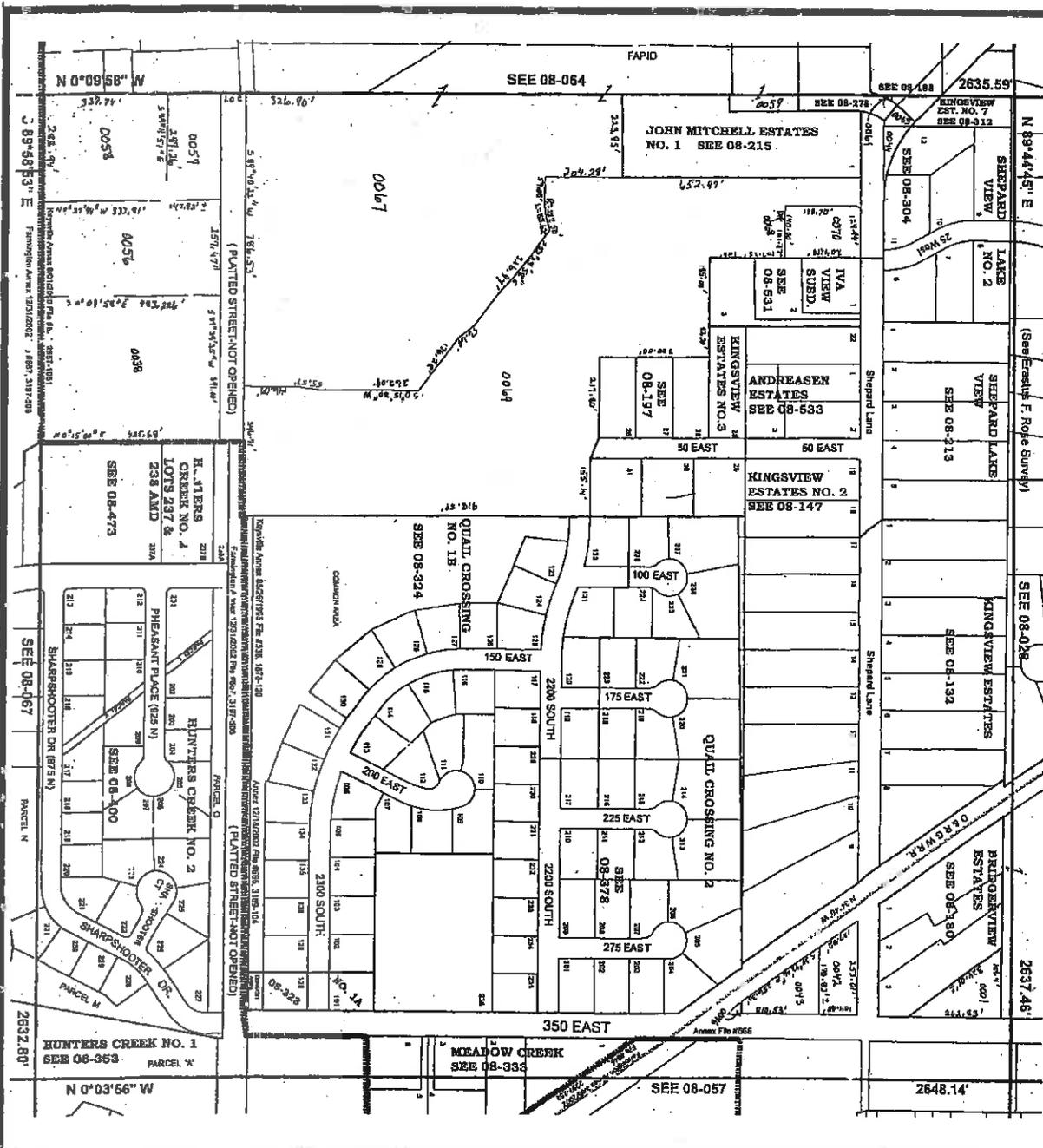
\_\_\_\_\_  
Hiatt, Mayor  
Mayor

**ATTEST:**

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



08 065



TRP	OWNER	ACRES	TRP	OWNER	ACRES	TRP	OWNER	ACRES
0061	John M. D. Dorn, Inc.	5.27	0070	Robert D. and Beverly J. - 782 - 6741	1.627			
0062	Kingston Enterprises, LLC	9.239						
0063	Kingston Enterprises, LLC	1.171						
0064	Kingston Enterprises, LLC	1.171						
0065	Kingston Enterprises, LLC	1.171						
0066	Kingston Enterprises, LLC	1.171						
0067	Kingston Enterprises, LLC	1.171						
0068	Kingston Enterprises, LLC	1.171						
0069	Kingston Enterprises, LLC	1.171						
0070	Robert D. and Beverly J. - 782 - 6741	1.627						
0071	Robert D. and Beverly J. - 782 - 6741	1.627						
0072	Robert D. and Beverly J. - 782 - 6741	1.627						
0073	Robert D. and Beverly J. - 782 - 6741	1.627						
0074	Robert D. and Beverly J. - 782 - 6741	1.627						
0075	Robert D. and Beverly J. - 782 - 6741	1.627						

NE 1/4 SECTION 15, T 3N, R 1W, SLB&M  
DAVIS COUNTY UTAH - RECORDER'S OFFICE

SCALE:  
1" = 200'

PRELIM  
08-065  
LAST #

08

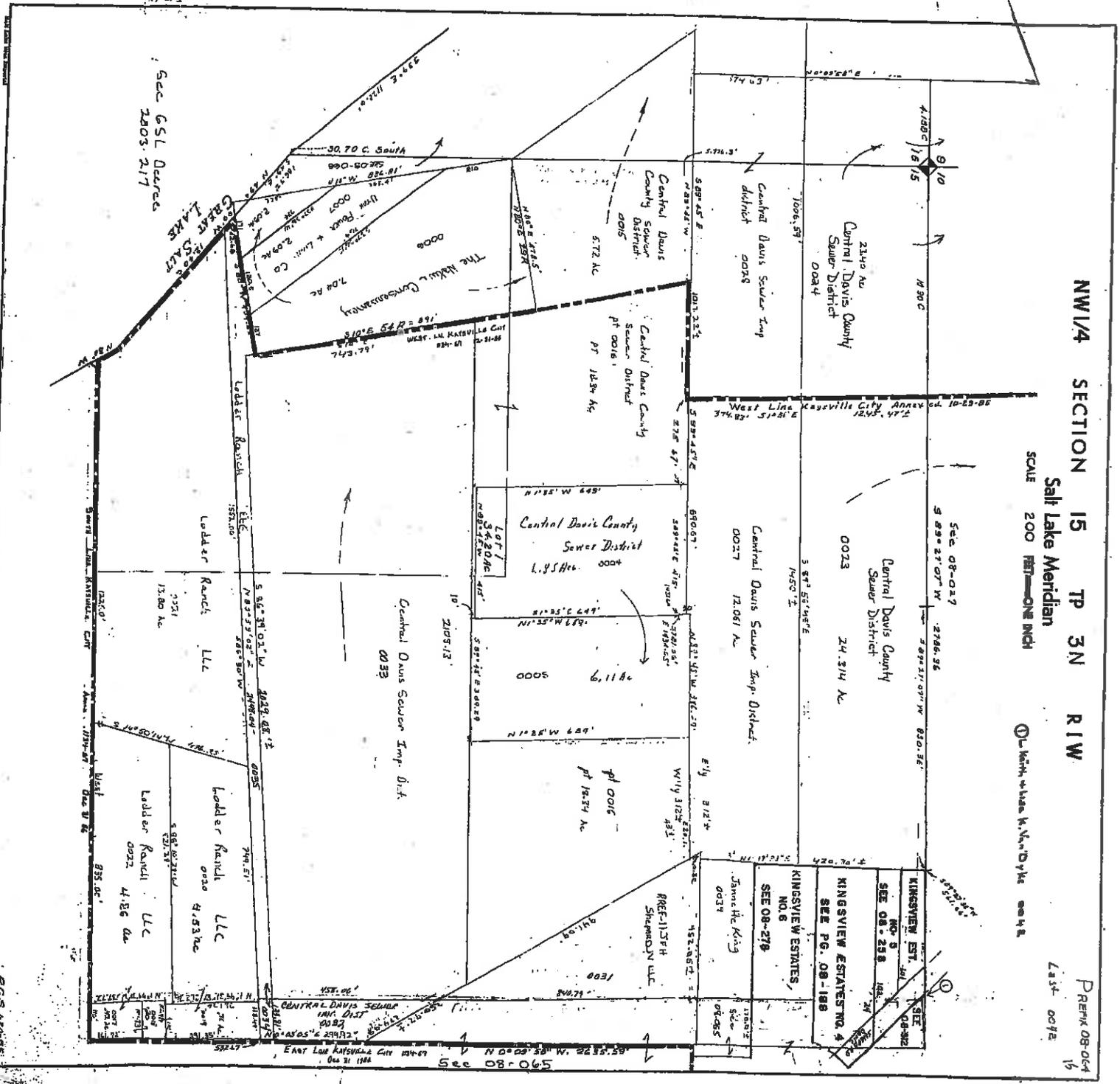
064

NW 1/4 SECTION 15 TP 3N R1W

Salt Lake Meridian  
SCALE 200 FEET = ONE INCH

North Arrow N.M.N.D. by the survey

PREM 08-064  
15  
LAST 0012



EAST LINE KAYVILLE CITY 10-4-07  
N 0° 09' 58" W 2235.50'  
SEE 08-065

## **TEMPORARY EASEMENT AGREEMENT**

**THIS TEMPORARY EASEMENT AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Farmington City, a Utah municipal corporation (“Farmington City”) of 720 West Clark Lane, Farmington, Utah; and Kaysville City, a Utah municipal corporation (“Kaysville City”) of 23 East Center Street, Kaysville, Utah. Said entities are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

### **RECITALS**

1. Farmington City owns certain real property in Farmington City, Davis County, Utah (“Easement Property”), which Easement Property is located adjacent to property in Kaysville City, Davis County, Utah. A legal description for the Easement Property is set forth in Exhibit “A” attached hereto, and a graphic depiction of the Easement Property is included in Exhibit “B” attached hereto.

2. Farmington City agrees to grant to Kaysville City a temporary easement (“Easement”) over the Easement Property, in accordance with the terms and conditions of this Agreement, for purposes of facilitating maintenance of a temporary storm drain system (“Storm Drain System”) for the benefit of certain subdivision(s) located within Kaysville City.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions hereinafter set forth the Parties hereby agree as follows:

### **AGREEMENT**

#### **SECTION ONE: INCORPORATION OF RECITALS**

All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

#### **SECTION TWO: GRANT OF TEMPORARY EASEMENT**

Farmington City hereby conveys, without warranty, to Kaysville City, the temporary Easement upon, over, under, and across the Easement Property, for the benefit of Kaysville City, for the purposes of access and for maintenance of the Storm Drain System and any and all incidental or related purposes thereto. Kaysville City will install or cause to be installed on the Easement Property a road base access with only piping necessary to provide for drainage. The

undersigned Parties accept such grant of Easement and agree to comply with the terms and conditions set forth in this Agreement.

The Easement granted hereby shall continue and be in legal effect until such time that the owner and/or developer of Phase 2 of the Parkwood Subdivision located in Kaysville City, Davis County, Utah (“Subdivision”) installs or causes to be installed a permanent storm drain system sufficient for the Subdivision.

**SECTION THREE:**                    **ATTORNEY'S FEES**

In the event that any Party hereto shall be in default or breach of this Agreement, said Party shall be liable to pay all reasonable attorney's fees, court costs and other related costs and expenses incurred by the non-defaulting or non-breaching Party in prosecuting its rights hereunder.

**SECTION FOUR:**                    **FURTHER INSTRUMENTS**

The Parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

**SECTION FIVE:**                    **WAIVER**

A waiver by any Party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

**SECTION SIX:**                    **GOVERNING LAW**

This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the Parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

**SECTION SEVEN:**                    **AMENDMENTS**

This Agreement may be amended at any time upon agreement of the Parties hereto, which amendment(s) must be reduced to writing and signed by all Parties in order to become effective.

**SECTION EIGHT:**                    **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and assigns.

**SECTION NINE:**                    **SEPARATE COUNTERPARTS**

This Agreement may be executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

**SECTION TEN:                    INCORPORATION OF EXHIBITS**

All exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement.

**SECTION ELEVEN:            ENTIRE AGREEMENT**

This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

**IN WITNESS WHEREOF**, the Parties have hereto set their hands on the day and year first above written.

FARMINGTON CITY, a Utah municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

FARMINGTON CITY ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KAYSVILLE CITY, a Utah municipal corporation

By: \_\_\_\_\_  
Name: Steve A. Hiatt  
Its: Mayor

KAYSVILLE CITY ATTEST:

By: \_\_\_\_\_  
Name: Maria Devereux  
Its: City Recorder

STATE OF UTAH                    )

COUNTY OF DAVIS           ss.  
  )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, the signer of the foregoing instrument who duly acknowledged to me that he executed the same for and on behalf of Farmington City, a Utah municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:

STATE OF UTAH            )  
  ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Steve A. Hiatt, and Marie Devereux, who being by me duly sworn did say, that he, the said Steve A. Hiatt, is the Mayor of Kaysville City, a Utah municipal corporation located in Davis County, State of Utah, and that she, the said Marie Devereux, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said Steve A. Hiatt, and Marie Devereux, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:

**Exhibit "A"**

**Legal Description**

**LEGAL DESCRIPTION  
PREPARED FOR  
PARKWOOD SUBDIVISION  
KAYSVILLE, UTAH  
(Revised: May 10, 2016)**

**OFFSITE ACCESS EASEMENT**

An access easement located in the SE1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located S89°58'06"E along the 1/4 Section line 919.12 feet from the Center 1/4 Corner of Section 15, T3N, R1W, S.L.B.& M.; thence S89°58'06"E along the 1/4 Section line 12.00 feet to the southwest corner of Lot 237, HUNTERS CREEK SUBDIVISION No. 2 Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence S0°15'47"W along the extension of the west line of said lot 55.46 feet; thence S81°58'56"E 129.83 feet to the westerly line of Parcel J, HUNTERS CREEK SUBDIVISION No. 3 Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence S81°58'56"E along the northerly limits of a 20' wide trail easement 220.65 feet to the westerly line of Foxhunter Drive; thence Southeasterly along the arc of a 448.00 foot radius non-tangent curve (radius bears: N72°57'07"E) to the left 22.35 feet through a central angle of 2°51'30" (chord: S18°28'38"E 22.35 feet); thence N81°58'56"W along the southerly limits of said trail easement 208.33 feet to the westerly line of said Parcel J; thence N81°58'56"W 161.51 feet; thence N0°15'47"E 73.95 feet to the point of beginning.

Contains: 7,977± s.f.

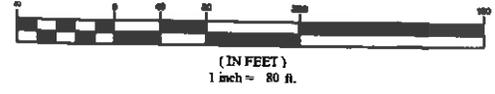
**Exhibit "B"**

**Graphic Depiction**



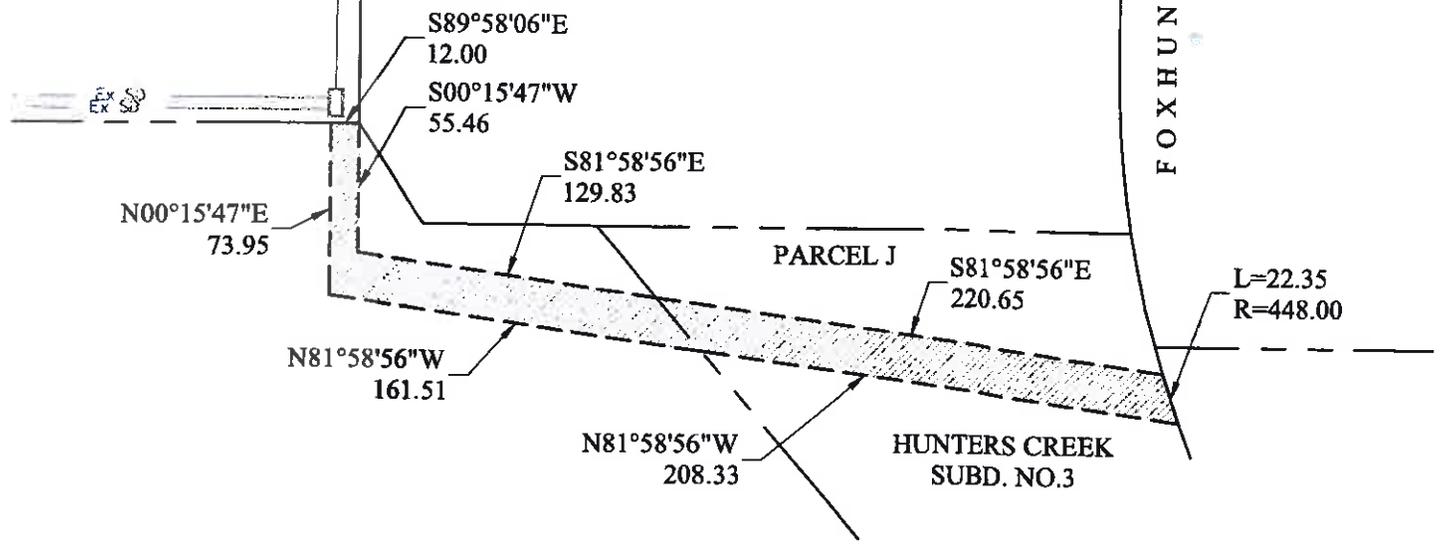


GRAPHIC SCALE



LOT 237  
HUNTERS CREEK SUBD. NO.2

FOXHUNTER DRIVE




**FOCUS**<sup>®</sup>  
ENGINEERING AND SURVEYING, LLC  
502 WEST 8360 SOUTH  
SANDY, UT 84070 PH: (801) 352-0075  
www.focusutah.com

# PARKWOOD PHASE 1 ACCESS EASEMENT

Date Created:	05-11-2016
Scale:	1"=80'
Drawn:	GBD
Job:	13-109
Sheet:	A

Z:\2013\13-109 Parkwood Phase 1\13-109 Prop\13-109 Prop\13-109 Access Easement 051016.dwg

## CITY COUNCIL AGENDA

For Council Meeting:  
June 7, 2016

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

1. Repeal of Chapter 9 of the Subdivision Ordinance
2. Tank Site Property Conditions of Sale
3. Kestrel Bay Estates Phase 2 Subdivision Improvements Agreement
4. Surplus Property of Ambulance
5. Proclamation for Local First Utah's Independents Week
6. Taylor Subdivision Extension Agreement
7. Approval of Special City Council Minutes from April 8, 2016
8. Approval of Special Budget Minutes from May 17, 2016
9. Approval of City Council Minutes from May 17, 2016

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: June 7, 2016

SUBJECT: **REPEAL OF CHAPTER 9 OF THE SUBDIVISION ORDINANCE**

### RECOMMENDATION

Move that the City Council repeal Chapter 9 of Title 12 and approve the enclosed ordinance re-adopting the same language as now constituted, but not as part of the Subdivision Ordinance.

### BACKGROUND

Recently, Farmington updated its Park Impact fees and in doing so realized that the Section of the City Code dealing with development fees is misplaced as Chapter 9 of Title 12 (the Subdivision Ordinance). The current placement is not consistent with State Code because the City's Subdivision Ordinance is governed by the State's Land Use Development Management Act (LUDMA) and impact fees are addressed in a different section. Accordingly, the City Attorney recommends that the City repeal Chapter 9 and simultaneously re-adopt its contents by ordinance separate from the City Code, but with the exact text as now set forth therein.

#### Finding:

This action is more consistent with State Law because impact fees are not governed by LUDMA, but a different section of the State Code.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE FARMINGTON CITY COUNCIL REMOVING FROM CODIFICATION PROVISIONS RELATING TO THE IMPOSITION OF IMPACT FEES AND RE-ADOPTING THOSE PROVISIONS AS A NON-CODIFIED ORDINANCE OF THE CITY.**

**WHEREAS**, the Farmington City Council has determined that the codification of Chapter 9 of Title 12, relating to development fees, is legally inappropriate and should be removed from the land use ordinances of the City; and

**WHEREAS**, in accordance with the provisions of Title 11 Chapter 36A Section 101 et seq. of the *Utah Code Annotated*, the City desires to continue to impose impact fees to defray the cost of providing infrastructure to serve new development; and

**WHEREAS**, the City desires to re-adopt the provisions of its impact fee ordinance as more particularly set forth herein, without codification;

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

**Section 1. Repeal.** Title 12 Chapter 9 is hereby repealed in its entirety.

**Section 2. Adoption.** The City hereby re-adopts that certain ordinance relating to impact fees as more particularly set forth in Exhibit A, attached hereto and incorporated herein by reference.

**Section 3. Severability.** If Section 2 of this Ordinance is deemed to be invalid for any reason, the provisions of Section 1 shall also be invalid. If Section 2 of this Ordinance is deemed by a Court of competent jurisdiction to have a delayed effective date, the provisions of Section 1 shall not be effective until the provisions of Section 2 take effect.

**Section 4. Effective Date.** The provisions of this ordinance, in the interest of protecting public health and safety, are to be effective immediately upon publication and posting of this ordinance. This ordinance, because it does not change the impact fees currently imposed by the City, but only removes provisions relating to those fees from codification, shall not require any waiting period to be effective nor shall the de-codification of the regulations require any further noticing.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**FARMINGTON CITY**

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

**ATTEST:**

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

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bilton	_____	_____
Councilmember Anderson	_____	_____
Councilmember Ritz	_____	_____
Councilmember Mellor	_____	_____
Councilmember Young	_____	_____

## EXHIBIT A

### DEVELOPMENT FEES

- Section 1**     **Definitions.**
- Section 2**     **Findings and Purposes.**
- Section 3**     **Service Areas Established.**
- Section 4**     **Impact Fees Levied.**
- Section 5**     **Time of Collection.**
- Section 6**     **Use of Fees.**
- Section 7**     **Adjustments.**
- Section 8**     **Accounting, Expenditures and Refund.**
- Section 9**     **Impact Fee Challenges and Appeals.**

#### **Section 1**     **Definitions.**

(A) "Capital Facilities Plan" means the Capital Facilities Plan most recently adopted by Resolution of the City Council.

(B) "City" means Farmington City, a Utah municipal corporation.

(C) "Development activity" means an construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.

(D) "Development approval" means any written authorization from the City that authorizes the commencement of development activity.

(E) "Impact fee" means a payment of money imposed upon development activity as a condition of development approval.

(F) "Service area" means the geographic area designated by the City which a defined set of public facilities provides service within the area.

#### **Section 2**     **Findings and Purposes.**

The City Council hereby finds and determines:

(A) There is a need for public facilities for new developments which have not been constructed and are required to be consistent with the City's General Plan and to protect the public's health, safety, and welfare.

(B) The rapid and continuing growth of Farmington City necessitates the imposition and collection of impact fees pursuant to law that require development to pay its fair share of the cost of providing public facilities occasioned by the demands and

needs of the development project at service levels necessary to promote and preserve the public health, safety, and welfare.

- (C) Except as otherwise provided in this section, the City Council hereby adopts that certain Impact Fee Written Analysis for Road Capital Facilities, prepared by Rosenthal & Associates, Inc., and dated December 2, 2009, which establishes the costs for providing transportation public facilities occasioned by development projects within the City and certain credits allowable against impact fees in the City.
- (D) The impact fees established by this Ordinance are based upon the cost which are generated through the need for new facilities and other capital acquisition costs required, incrementally, by new development within the City.
- (E) The impact fees established by this Ordinance do not exceed the reasonable cost of providing public facilities occasioned by development projects within the City.

**Section 3 Service Areas Established.**

Except for storm water facilities, the City shall constitute a single service area and all real property located within the corporate boundaries of the City shall be included within such service area. There shall be two (2) service areas for storm water facilities.

**Section 4 Impact Fees Levied.**

The impact fees for the City's service areas are hereby established and/or levied and are contained in Exhibit "A" attached hereto and by this reference made a part hereof.

**Section 5 Time of Collection.**

Unless otherwise provided by the City Council, impact fees shall be payable prior to the issuance of a building permit by the City except for impact fees for parks, storm sewer, and water which shall be payable prior to recordation of a final subdivision plat for new subdivisions.

**Section 6 Use of Fees.**

The fees shall be used solely to:

- (A) Pay for the described public facilities to be constructed by the City;
- (B) For reimbursing the City for the development's share of those capital improvements already constructed by the City; or
- (C) To reimburse developers who have constructed public facilities where those facilities were beyond that needed to mitigate the impacts of the developer's project(s).

## **Section 7 Adjustments.**

The City may, upon a proper showing, adjust the standard impact fee at the time the fee is charged to:

- (A) Respond to unusual circumstances in specific cases; and
- (B) Ensure that the impact fees are imposed fairly; and
- (C) Allow credits as specified in the Impact Fee report for the City of Farmington, Utah.
- (D) Adjust the amount of the fee based upon studies and data submitted by the Developer which are approved by the City after review of the same; and
- (E) Allow credits as approved by the City for dedication of land for, improvement to, or new construction of, public facilities providing services to the community at large, provided such facilities are identified in the capital facilities plan and are required by the City as a condition of approving the development activity. No credit shall be given for project improvements as defined in the Act.

## **Section 8 Accounting, Expenditure and Refund.**

The City shall account for, expend, and refund impact fees in accordance with the provisions of the Act.

## **Section 9 Impact Fee Challenges and Appeals.**

(A) Any person or entity residing in or owning property within a service area, and any organization, association, or corporation representing the interests of persons or entities owning property within a service area, may file a declaratory judgment action challenging the validity of the fee.

(B) Any person or entity required to pay an impact fee imposed by the City who believes the fee does not meet the requirements of law may file a written request for information with the City as provided by law.

(C) Within two (2) weeks of the receipt of the request for information, the City shall provide the person or entity with the written analysis required by the Act and with any other relevant information relating to the impact fee.

(D) Within thirty (30) days after paying an impact fee, any person or entity who has paid the fee and wishes to challenge the fee shall:

1. File a written appeal with the Farmington City Council by delivering a copy of

such appeal to the Farmington City Administrator setting forth in detail all grounds for the appeal and all facts relied upon by the appealing party with respect to the fees appealed. Upon receipt of appeal the City Council shall thereafter schedule a public hearing on the appeal at which time all interested persons will be given an opportunity to be heard. The City Council shall schedule the appeal hearing and thereafter render its decision on the appeal no later than thirty (30) days after the challenge to the impact fee is filed. Any person or entity who has failed to comply with the administrative appeal remedies established by this section may not file or join an action challenging the validity of any impact fee.

2. Within ninety (90) days of a decision upholding an impact fee by the City or within one hundred twenty (120) days after the date the challenge to the impact fee was filed, whichever is earlier, any party to the appeal that is adversely affected by the City Council's decision may petition the Second Judicial District Court in and for Davis County for review of the decision.
3. In the event of a petition to the Second Judicial District Court, the City shall transmit to the reviewing Court the record of its proceedings including its minutes, findings, orders and, if available, a true and correct transcript of its proceedings.
4. If the proceeding was tape recorded, a transcript of that tape recording is a true and correct transcript for purposes of Subsection 3. above.
5. If there is a record:
  - i. the District Court's review is limited to the record provided by the City; and
  - ii. the District Court may not accept or consider any evidence outside the City's record unless that evidence was offered to the City and the Court determines that it was improperly excluded by the City.
6. If there is an inadequate record, the District Court may call witnesses and take evidence.
7. The District Court shall affirm the decision of the City if the decision is supported by substantial evidence in the record.
8. The judge may award reasonable attorney's fees and costs to the prevailing party in any action brought under this section.

Title 6 (now Title 12) Amended, 6-06-91, Ord. 91-21  
6-9-101(2) and (5) (now covered under 12-9-020) Amended, 7-07-93, Ord. 93-27  
Chapter 9 Amended and Recodified, 6-19-96, Ord. 96-24  
Chapter 9 Amended, 6-11-97, Ord. 97-32  
Amended 12-9-010(A); 12-9-020(C); & 12-9-040 5-7-03, Ord. 2003-16.  
Amended 12-9-020(C), 12/7/05, Ordinance 2005-09  
Amended 10/16/07, Ordinance 2007-49  
Amended 12/15/09, Ord. 2009-67



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director  
Dave Millheim, City Manager

Date: June 1, 2016

SUBJECT: **TANK SITE PROPERTY—CONDITIONS OF SALE**

### RECOMMENDATION

Move that the City Council agrees to sell and trade City property located within the boundaries of the proposed residences at Farmington Hills subdivision to the developer of the project subject to the following conditions:

1. Trail easements totaling 15,557 square feet are being provided by the developer to the City at plat recording.
2. The City is obtaining ownership of an additional partial portion of Parcel B for its current tank site. The developer is providing the City additional portions of Parcel B to be used for expansion of the City water system for either a tank site or other city uses at the City's sole discretion..
3. The developer is providing the City Parcel C for storm drainage and a trail head parking lot. The parking lot may also be used for emergency staging in the event a fire or other emergency warrants such a need.
4. Via the property trades described above and described on the attached memo and exhibit the developer is acquiring a net of 46,486 square feet of City owned property for \$44,940 to be paid within 30 days of final plat approval.
5. The City is electing to have the developer pave parking site (parcel C) in conjunction with a storm drainage area with final design approval of the drainage to be obtained from the City Engineer. Asphalt and road base costs of the parking lot totaling \$18,645 will be credited towards property purchase. The developer is responsible for all storm drainage costs within the area of parcel C.
6. The developer, in consultation with city staff, shall provide and incorporate design standards as part of his CCR's for the project prior to recordation of the final plat, including architectural guidelines, acceptable to the City to minimize any negative visual impacts of the proposed development to the hill side. In the evaluation of such standards the developer and city staff will consider, among

other things: location and magnitude of cuts and fills; revegetation guidelines; heights of retaining walls and materials and colors used; material and color used for buildings; location and colors related to fencing; driveway design and placement; location and height of buildings to include such factors as the toe and crest of slopes; and overall aesthetics. Accordingly, the final sale of city property to the developer will not go into effect until the plat is recorded.

## **BACKGROUND**

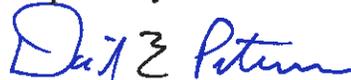
The City Council has discussed the sale of City owned land to Jerry Preston, which property is located within the boundaries of his proposed hill side development. This property sale/property trade is a condition of annexation and plat approval which are all tied together. Annexation cannot occur until plat recording and the property trade must occur at the same time so the plat accurately reflects the property trades. With Council action on the property trade described above nothing significant stands in the way of the annexation and plat recording.

We have two long standing trails in the area which traverse property owned by Mr. Preston. These trails total 15,557 square feet when shown on the plat and were never legally acquired by the City. The first condition of the property trade is Mr. Preston is providing trail easements to the City as shown on the attached exhibit.

Additionally, we are acquiring a sorely needed parking lot for a trail head location. This parking lot will double as a storm drainage detention basin and emergency staging area should the need arise.

We also discussed with both the Council and Mr. Preston, we wanted to set really strict design guidelines for this project. Mr. Preston agreed to having these (to be prepared) guidelines as one of the conditions related to the sale of the property. In this way we create a high design standard in case similar projects come forward for any hillside development. Mr. Preston voluntarily agreed to incorporate these design standards as part of the CCR's for the project.

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

Farmington city  
City council Attn:  
Dave Millheim

Farmington City (Farmington Hills Property)  
Total Existing acreages- 3.03 acreage.

DESCRIPTION AREA (sq. ft.)

TOTAL FARMINGTON CITY- existing Parcel less  
Tank parcel to remain part of proposed parcel B  
2.450 Acres 106,726 Sq. Ft.

Proposed Subdivision plan  
PARCEL B –Farmington city existing tank site.  
25,251 Sq. Ft. .580 acres.  
Developer to trade to the city as per plan exhibit. -33,311 Sq. Ft.

PARCEL C – Parking site to Farmington City -26,929 Sq. Ft.

Balance to be purchase from Farmington City 46,486 Sq. Ft.

Purchase from Farmington City 1.07 Acres at  
42,000.00 per acre \_\_\_\_\_ \$44,940.00

TRAIL EASEMENTS (TOTAL 15,557 Sq.) We are donating trail  
easement as part of the subdivision and for part of exchange if we need  
to use the parking area as detention.

We would also agree to work with the city if property is needed in the  
northeast corner of our project for future tank site. We would reduce  
parcel B if the city desires and exchange property in the North East  
Corner at the same exchange as proposed if this site is more suitable for  
the tank site.

PARKING:5,650 Sq. asphalt and road base with grading: @ \$3.30 Sq.  
\$18,645.00



283.57'

109.93'

**LOT 1**  
43,958 sq. ft.  
1.01 acres

343.20'  
**WIDE BREAK ROAD**



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: June 7, 2016

**SUBJECT: KESTREL BAY ESTATES PHASE 2 SUBDIVISION IMPROVEMENTS AGREEMENT  
Escrow Agreement 21138250**

### RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Brighton Development Utah, LLC and Bank of Utah.

### BACKGROUND

The bond estimate for the Kestrel Bay Estates Phase 2 subdivision is \$62,664.00 which includes a 10% warranty bond. Brighton Development Utah, LLC has submitted an Escrow Deposit bond Improvements Agreement with Bank of Utah on the City Escrow Deposit Form to administer an escrow account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, all but the warranty bond 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**

**(ESCROW DEPOSIT FORM)**

**THIS AGREEMENT** is made by and between Brighton Development Utah LLC (hereinafter "Developer"), whose address is 215 N. Redwood Rd. North Salt Lake Utah 84054, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and Bank of Utah a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 2605 Washington Blvd. Ogden Utah 84401, (the "Depository").

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Kestrel Bay Phase 2, located at approximately 540 South Frontage Rd. in Farmington City, and

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

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

**1. Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "A", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

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

**3. Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$ 62,664.00 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number 21138250. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the

Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

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

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

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

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

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Account as herein provided, and any

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Warranty**. The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs,

corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

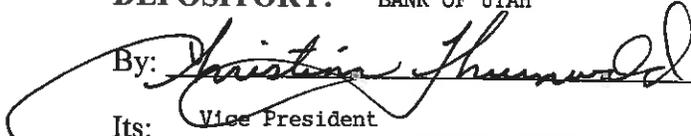
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DEVELOPER:**

By: 

Its: Manager

**DEPOSITORY: BANK OF UTAH**

By:   
Its: Vice President

**CITY:**

FARMINGTON CITY CORPORATION

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

**ATTEST:**

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

**DEVELOPERS ACKNOWLEDGEMENT**

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

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

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

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

\*\*\*\*\*

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

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

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

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

\*\*\*\*\*

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

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

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

\_\_\_\_\_

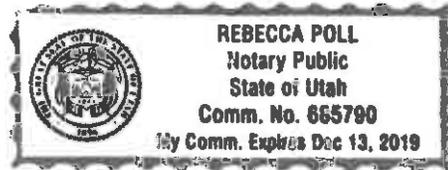


**DEPOSITORY ACKNOWLEDGEMENT**

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

On this 9 day of May, 2016, personally appeared before me Christina Thurnwald, who being duly sworn did say that he/she is the VP of BANK OF UTAH a banking corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Rebecca Poll  
NOTARY PUBLIC  
Residing in Ogden County Weber



**CITY ACKNOWLEDGEMENT**

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

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

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

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

**SIGHT DRAFT**

To Drawee

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

**Pay To The Order Of** FARMINGTON CITY CORPORATION on sight the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) drawn against Account No.  
\_\_\_\_\_.

FARMINGTON CITY CORPORATION

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

**Kestrel Bay Estates Phase 2**  
**Bond Estimate**  
**Revised 5-4-2016 Reflects Completed Work**

<b>Storm Drain</b>							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
15" RCP Pipe (Includes Bedding and Fill)	0	LF	\$ 34.00	\$ -	0	\$ -	#DIV/0!
Standard Inlet Box	0	EA	\$ 2,400.00	\$ -	0	\$ -	#DIV/0!
Manhole / Junction Box	7	EA	\$ 3,500.00	\$ 2,450	0	\$ -	0
Catch Basin	0	EA	\$ 2,000.00	\$ -	0	\$ -	#DIV/0!
Land Drain	605	LF	\$ 32.00	\$ 1,936	0	\$ -	0
SWPPP	1	LS	\$ 5,000.00	\$ 5,000	0	\$ -	0
<b>Subtotal</b>				<b>\$ 9,386</b>			
<b>10% Warranty Bond</b>				<b>\$ 6,246</b>			
<b>Total</b>				<b>\$ 15,632</b>		<b>\$ -</b>	

<b>Sanitary Sewer</b>							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
8" PVC DR-35	0	LF	\$ 30.00	\$ -	0	\$ -	#DIV/0!
48" Sewer Manhole	4	EA	\$ 2,500.00	\$ 2,000	0	\$ -	0
Connect to Existing	0	EA	\$ 4,000.00	\$ -	0	\$ -	#DIV/0!
Sewer Lateral	0	EA	\$ 1,500.00	\$ -	0	\$ -	#DIV/0!
<b>Subtotal</b>				<b>\$ 2,000</b>			
<b>10% Warranty Bond</b>				<b>\$ 6,315</b>			
<b>Total</b>				<b>\$ 8,315</b>		<b>\$ -</b>	

<b>Culinary Water</b>							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	0	EA	\$ 4,000.00	\$ -	0	0	#DIV/0!
8" C900 PVC	535	LF	\$ 32.00	\$ 1,712	0	0	0
8" Valve	0	EA	\$ 1,720.00	\$ -	0	0	#DIV/0!
8" Fittings	0	EA	\$ 800.00	\$ -	0	0	#DIV/0!
Water Lateral	20	EA	\$ 1,500.00	\$ -	0	0	#DIV/0!
Steel Water Loop	0	EA	\$ 5,000.00	\$ -			
HOA 2" Waterline	1100	LF	\$ 18.00	\$ -			
Fire Hydrant	0	EA	\$ 4,650.00	\$ -	0	0	#DIV/0!
<b>Subtotal</b>				<b>\$ 1,712</b>			
<b>10% Warranty Bond</b>				<b>\$ 9,006</b>			
<b>Total</b>				<b>\$ 10,718</b>		<b>\$ -</b>	

**Road Improvements**

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Clear and Grub	0	LS	\$ 1,000.00	\$ -	0	0	#DIV/0!
Rough Grade	0	LS	\$ 6,000.00	\$ -	0	0	#DIV/0!
Sawcut Asphalt	0	LF	\$ 3.15	\$ -	0	0	#DIV/0!
Curb and Gutter w/ Base	0	LF	\$ 20.00	\$ -	0	0	#DIV/0!
Sidewalk w/ Base	4300	SF	\$ 4.70	\$ 20,210	0	0	0
12" Road Base	0	SF	\$ 1.10	\$ -	0	0	#DIV/0!
3" Asphalt Road	0	SF	\$ 1.65	\$ -	0	0	#DIV/0!
<b>Subtotal</b>				<b>\$ 20,210</b>			
<b>10% Warranty Bond</b>				<b>\$ 7,789</b>			
<b>Total</b>				<b>\$ 27,999</b>		<b>\$ -</b>	
<b>Total Bond</b>				<b>\$ 62,664.00</b>		<b>\$ -</b>	



# FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East  
P.O. Box 160  
Farmington, Utah 84025  
Tel. (801) 451-2842  
Fax (801) 451-7865



*THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM*

## CITY COUNCIL STAFF REPORT

To: Honorable Mayor and City Council  
From: Guido Smith, Fire Chief  
Date: May 17, 2016  
**SUBJECT: SURPLUS PROPERTY**

### RECOMMENDATION:

Request that the City Council declare the following vehicle as surplus and sell it accordingly with revenues returned to the Ambulance enterprise fund.

### BACKGROUND:

Unit# 774      2000 Ford F350 Diesel / Type 1 Ambulance      VIN# 1FDWF37F6YEA44521

This vehicle has been replaced after 16 years of service and is no longer needed.

Respectfully Submitted,

Guido Smith  
Fire Chief

Reviewed & Concur

Dave Millheim  
City Manager

# FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East  
P.O. Box 160  
Farmington, Utah 84025  
Tel. (801) 451-2842  
Fax (801) 451-7865



*THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM*

## Bill of Sale & Payment Agreement

### Farmington City Corporation and Willard City Corporation

The Farmington City Corporation (herein referred to as "Seller") is selling the following listed apparatus and equipment to Willard City Corporation (herein referred to as "Buyer") under "AS-IS / NO WARRANTY" terms.

**Vehicle / Apparatus:**

2000 Ford 4x4 F350 7.3 Diesel / Type 1 Ambulance Manufactured by Wheeled Coach Industries (\$15,000 value). *Vin# 1FDWF37F6YEA44521*

**Equipment / Gurney:**

Stryker Power Cot Pro XT / Rugged edition with miscellaneous upgrades, spare battery & charger (\$5,000 value). *S/N# 051240276*

The above listed items are sold for the amount of twenty thousand dollars (\$20,000) and shall be paid in two (2) installments by the buyer as follows:

1<sup>st</sup> Installment / No later than:

Ten Thousand Dollars (\$10,000) June 15, 2016

2<sup>nd</sup> Installment / No later than:

Ten Thousand Dollars (\$10,000) July 15, 2016

In the event of default of 2<sup>nd</sup> installment, the above listed items shall be returned to the seller immediately. Refund of 1<sup>st</sup> instalment shall be based on condition of items returned. Seller assumes no operational liability for the above listed items and future uses.

**Seller:**

Dave Millheim  
City Manager  
Farmington City Corporation

**Buyer:**

Willard City Corp. Representative

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

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## **In Support of Local First Utah's Independents Week**

**Whereas**, Independents Week provides a time to celebrate the independence of the members of the community of Farmington and the entrepreneurial spirit represented by our core of local independent businesses; and

**Whereas**, the individual decisions every community member makes today affect the future of Farmington; and

**Whereas**, Farmington's local independent businesses help preserve the uniqueness of the community and give us a sense of place; and

**Whereas**, Farmington's core of independently-owned businesses give back to this community in goods, services, time and talent; and

**Whereas**, the health of Farmington's economy depends on our support of businesses owned by our friends and neighbors; and

**Whereas**, Farmington's independent business owners and employees enrich community members' shopping experiences with their knowledge & passion;

**Therefore**, as we celebrate Independents Week 2016, we acknowledge that the ability to choose the direction of Farmington lies within each of us.

NOW, THEREFORE, I, \_\_\_\_\_, Mayor of the city of Farmington, do hereby proclaim the week of July 1-7 2016, as: "Independents Week" and salute our community members and locally owned independent businesses who are integral to the unique flavor of Farmington and honor their efforts to make Farmington the place we want to live and work.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of Farmington to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Jim Talbot, Mayor of Farmington



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: David E. Petersen, Community Development Director  
Date: June 7, 2016  
SUBJECT: TAYLOR SUBDIVISION EXTENSION AGREEMENT

### RECOMMENDATION

Move that the City Council approve the enclosed extension agreement for the Taylor Subdivision.

### BACKGROUND

On February 3, 2015, the City Council approved a modified street cross section for 100 East Street subject to, among other things, that developer of the Taylor Subdivision enter into an extension agreement with the City as per the staff report for that meeting (see enclosed report). The attached extension agreement contains all of the elements set forth in the report as per Council approval.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

Draft

## AGREEMENT

This Agreement is made and entered into as of the \_\_\_\_ day of June, 2016, by and between Farmington City, a municipal corporation of the State of Utah, hereinafter referred to as the "City", and \_\_\_\_\_, hereinafter referred to as "Owner".

WHEREAS, On May 5, 2015, City approved the final plat (the "Final Plat") for the Taylor Subdivision (the "Project") a copy develop the Taylor Subdivision (the "Project") a copy of which is attached here as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, Owner owns Lots 3 and 4 of the Final Plat which property is described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Owner installed curb and gutter acceptable to the City next to the Property on the west portion of City owned property to be dedicated as public right-of-way (the "ROW"), which ROW is shown on the Final Plat as 100 East Street; and

WHEREAS, easterly portions of the Property and portions of the west side of the ROW, and adjacent property to the north, are now too steep for sidewalk but may not be in the future if the City shifts, moves, and/or widens, or causes the shift, movement, and/or widening, of the ROW, and/or street improvements therein, to the east; and

WHEREAS, the City owns the property abutting the east side of the ROW where such shift, movement, and/or widening of the ROW, and/or street improvements therein, may likely occur; and

WHEREAS, the parties desire to reduce their respective understandings and agreement to writing;

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

1. The above Recitals are hereby incorporated into this Agreement.
2. Owner shall immediately paint a white line acceptable to the City on the asphalt portion of the ROW beginning at 600 North Street to the north boundary of the Project to better highlight the west asphalt shoulder near the curb and gutter for use by pedestrians and to provide visual separation for the travel lane used by the motorist.
3. In the event the City shifts, moves, and/or widens, or causes the shift, movement and/or widening of the ROW, and/or the street improvements therein, the Owner, upon written request by the City, shall immediately pay the actual cost of new curb and gutter and sidewalk along the entire north to south length of the Property on the west side of the newly relocated ROW, and the cost of minimal retaining wall improvements related thereto, if a retaining wall is necessary (the "Improvements").

If, for any reason, Owner does pay for the Improvements within 30 days after having been requested in writing by the City to do so, the cost incurred by the City to install and complete the Improvements upon the failure of Owner to pay for the Improvements, together with interest thereon at ten percent (10%) per annum compounded annually and all costs and reasonable attorney's fees incurred by the City shall be a charge on the Property and shall be a continuing lien on the Property and shall be promptly paid by the Owner. The City may commence an action against the Owner to collect the foregoing charges and to foreclose the lien against the Property. Upon foreclosure of the lien provided herein by the City, should any deficiency remain, Owner shall remain liable for payment of the deficiency.

4. Owner hereby represents and warrants that Owner owns all the fee title interest to the Property and further hereby confesses judgment for Owner, Owner's heirs, representatives, and successors in interest for the total of any and all amounts expended by City for the installation and completion of the Improvements and any expenses related thereto.

5. If the ROW and/or improvements therein shifts, moves, and/or is widened to the east, the City agrees to vacate unused portions of the ROW adjacent to the Property to the Owner, which may include ROW approximately 15 feet in width, or more, or less.

6. Presently, the ROW is wider than necessary at the current location of the street. However, the City should not vacate portions of the ROW until it is sure that it will not be needed if the street shifts, moves, and/or is widened further to the east.

7. It is anticipated that portions of the private driveway providing access to Lots 3 and 4 will be located within the ROW, but may not be if the ROW is vacated as the road shifts to the east in the future. In the meantime, Owner shall enter into a long term license agreement for such use of City ROW.

8. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon their heirs, representatives, devisees, assigns and successors in interest of the parties hereto. To this end, the parties agree that this document shall be recorded in the office of the Davis County Recorder.

9. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

10. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no prior or contemporaneous agreements, representations, promises, inducements or warranties which are not contained herein shall be of any force or effect.

11. The Agreement may not be amended except in writing and signed by the parties hereto.

12. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns.

13. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first hereinabove written.

FARMINGTON CITY

OWNER

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

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

ATTEST:

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

**OWNER ACKNOWLEDGEMENT**

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF DAVIS        )

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

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

**CITY ACKNOWLEDGEMENT**

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared before me H. JAMES TALBOT and HOLLY GADD, who being by me duly sworn did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, a municipal corporation, and that the foregoing instrument was signed in behalf of said City by authority of its City Council.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 3, 2015

SUBJECT: **STREET-CROSS SECTION PROPOSAL FOR TAYLOR SUBDIVISION**

### RECOMMENDATION

As per Section 12-8-100 of the Subdivision Ordinance, move that the City Council adopt the recommendation of the Planning Commission and approve a modified cross section for 100 East Street as it abuts the Taylor subdivision as follows:

1. Only curb gutter and asphalt will be required now on 100 East for the entire south to north length of the property—not sidewalk.
2. The property owner and the City shall enter into a development agreement which will be recorded against the property prior to or concurrent with final plat approval that will anticipate the subsequent scenario: In the event the City shifts the location, or causes the shift, of 100 East Street to the east, the owner shall provide the following along the entire south to north length of the property.
  - a. Pay the cost of a new curb and gutter;
  - b. Pay the cost of sidewalk and a minimal retaining wall related thereto (if the retaining wall is necessary);

And the City shall agree to vacate the unused portions of the right-of-way to the property owner, which now includes approximately 15 feet, and will likely include additional right-of-way as the road shifts to the east.

3. In the interim before the road shifts to the east, the developer shall paint a white line to better highlight the west asphalt shoulder for the pedestrian and the motorist between the travel lane and the curb and gutter the entire length of the Taylor subdivision property.

4. Presently, the City owns more property 15 feet in width than necessary at the current location of the street. The City should not dispose of this property until it is sure that it will not be needed if the street shifts further to the east.
5. It is now anticipated that portions of the private driveway providing access to Lots 2 and 3 will be located on City property, but may not be if the property is vacated as the road shifts to the east in the future. In the meantime, the owner shall enter into a long term license agreement for such use of City property.

**Findings:**

1. Storm water from the street will be adequately addressed whether the road remains in the same place or not, because the property owner will provide “temporary” curb and gutter now, even though the road may shift in the future, which will require new curb and gutter.
2. Portions of the property, and the Owens property to the north, are now too steep for sidewalk, but may not be in the future if the City shifts, or causes the shift, of 100 East to the east.
3. The City already owns the property where the shift of 100 East street may occur.
4. The City will not dispose of surplus property until the final alignment of the road is set, and in return the developer will pay his fair share of 100 East and will be compensated in land in exchange for construction of new curb and gutter, sidewalk, and minimal retaining (if necessary) in the future.
5. A mechanism will be created whereby the owner will be allowed use of City property for a private driveway because of the shift of the road that may occur in the future.
6. The owner has not yet submitted an application for Final Plat approval. This action will help him prepare his final drawings thereto.

**BACKGROUND**

The proposed Taylor Subdivision consists of 3 lots and is located north of 600 North Street on 100 East. The abutting partially improved street, portions of which only consist of a narrow strip of asphalt, is identified as an “important local street” on the City’s Master Transportation Plan (MTP), and may eventually include asphalt 37 feet in width, and (on both sides of the right-of-way) a 2.5 foot wide curb and gutter, 7.5 foot park strip, and 5 foot wide sidewalk. The total right-of-way width necessary is 60 feet; the City now owns a 75 foot wide area for a street (15 more feet than needed). A possible logical northern terminus for 100 East may be Farmington Pond Park or the intersection of 100 East and Canyon Road (or Skyline Drive). Both locations are north of the Taylor subdivision, and will require that the City shift, or cause the lateral shift, of the road to the east on property owned by the City to avoid an almost unbuildable western shoulder now on property owned by Tom Owens. It is too steep. The Owens parcel is the only and last tract of land between the Taylor subdivision and the park, and is now undeveloped, but may develop in the future.

In other words, it may be possible for the developer to build the standard street-cross section referenced above once the road moves to the east, but it is not possible to do so now; or even

within the confines of the Taylor property without a future road shift, because parts of the shoulder therein are also too steep.

The Planning Commission reviewed and approved the above referenced recommendation on January 22, 2015.

**Supplementary Information**

1. Vicinity/Aerial Map.
2. Subdivision Plan (and larger "to scale" plans will be presented at the meeting)
3. Important Local Street Cross-section.
4. Section 12-8-100 of the Subdivision Ordinance.

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

# Farmington City

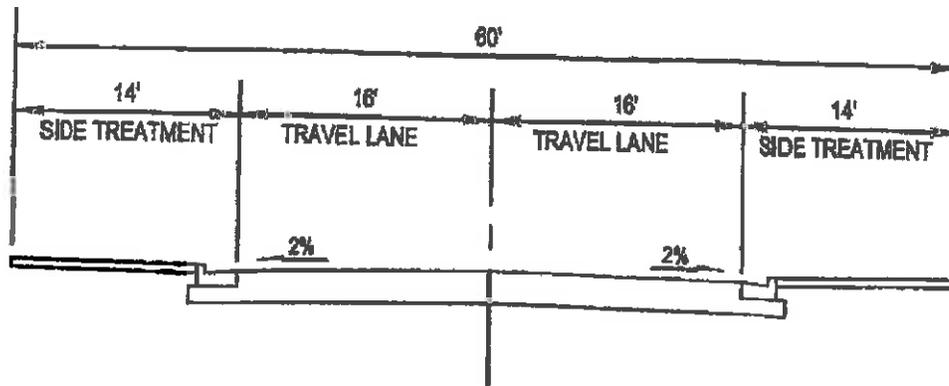


Tuesday, February 24, 2020 10:04:44 AM  
MapData/Custom/2020/Map.com

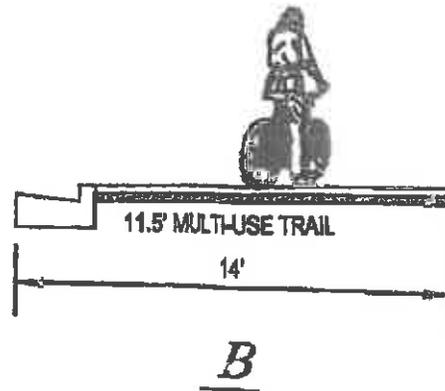
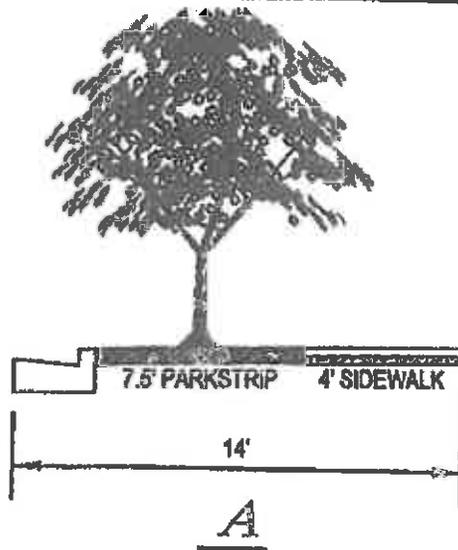




# IMPORTANT LOCAL



## 60-FOOT RIGHT-OF-WAY 2 LANES



## SIDE TREATMENTS

(1) A payback agreement entered into between Farmington City and the developer who installs the improvements or facilities for water, storm sewer or roads is authorized, where the improvements installed are intended to extend, expand or improve the City's water system, storm sewers or roads beyond the improvements required to service or benefit the subdivision or development proposed by the developer. Such payback agreements shall be for project improvements and not system improvements as defined in the Utah Impact Fees Act. The payback agreement is not mandatory, but may be used at the option of the City Manager, upon approval of the payback agreement by the City Council. The amount of the payback to the developer shall be determined by the City Council after receiving a recommendation from the City Engineer after considering the improvements or facilities required or benefitting developer's development, and those facilities or improvements that are specifically oversized to provide for future development of adjacent projects.

(2) The City shall, in all cases, be immune and not liable for any payments to the developer if the payback agreement is determined to be unenforceable. The payback agreement shall not confer a benefit upon any third party and shall be in a form approved by the City Council. The responsibility for payment of the required improvements or facilities shall rest entirely with the developer. The City shall not be responsible for collection of amounts from third parties.

#### **12-8-106 Administrative Review for Public Street Standards Not Listed**

(1) The City Council, after receiving a recommendation from the Planning Commission, may review and approve street standards not listed in the Farmington City Development Standards but shall consider only modifications and alternatives to Standard Street Intersections, Typical Cul-de-sac, and Standard Roadway Sections. The Planning Commission shall not consider changes to remaining standards including, but not limited to, Submittals, Quality Control, Site Preparation, Grading, Excavating, Backfilling and Compaction, Base Course, Asphalt/ Concrete, Curbs, Gutters, Drive Aprons, and Walks, Shurry Sealing, Restoration of Existing Improvements, Storm Drainage Systems, Boundary Markers and Survey Monuments, Geo-textiles, and Concrete Reinforcement. Notwithstanding the foregoing, amendments to the Farmington City Development Standards may be approved from time to time by resolution of the City Council.

(2) An application requesting a street standard not listed shall be filed with the City Planner. The application shall include a detailed description of the proposed standard and other such information as may be required.

(3) The City Planner, City Engineer, City Public Works Director, and any other City official as required, shall conduct such investigations as are deemed necessary to compare the proposed standard with sound customary engineering and planning practices. Thereafter a recommendation shall be provided to the Planning Commission.

(4) The final determination by the City Council and all information pertaining to it shall be assigned a file number classifying it as an administrative determination and shall become a permanent public record in the office of the Community Development Department.

Title 6 (now Title 12) Amended, 6-06-91, Ord. 91-21  
6-8-101 (now covered under 12-8-010) Amended, 4-21-93, Ord. 93-18  
6-8-102 (now 12-8-020(1)) Amended, 2-15-95, Ord. 95-05  
Title 12 Amended and Recodified, 6-19-96, Ord. 96-24  
12-8-090 Enacted, 5-17-00, Ord. 2000-21  
12-8-100 Enacted, 10-04-00, Ord. 2000-39

**FARMINGTON CITY COUNCIL  
SPECIAL MEETING  
Friday April 8, 2016**

---

*Present: Mayor Jim Talbot, Council Members Doug Anderson, Brigham Mellor, Cory Ritz, John Bilton and Brett Anderson, City Manager Dave Millheim, and Community Development Director David Petersen.*

Meeting opened at 1:00 p.m.

**Welcome**

**Mayor Talbot** welcomed everyone. He said he has spent considerable time preparing for this meeting. He thanked the Council for their dedication and expressed appreciation for the opportunity to work with them.

**Dave Millheim** reviewed the 6 Strategic Plan subject areas, which are not listed in priority order. These priorities and their subcomponents are detailed in the posted document "Farmington City's Vision (2016 Update)".

- Develop a Quality, Unique, Diversified, & Stable Tax Base
- Provide for Future City Facilities Equipment, & Resources
- Sustain & Enhance Farmington's Quality of Life, Sense of Unique Community balanced with Core Services which include Public Safety, Parks, & Infrastructure
- Foster & Encourage "Great" City Governance
- Preserve & Enhance the Historic Ambiance of Downtown

**General Discussion**

The Council discussed several other City-related issues.

**ADJOURNMENT**

**Motion:**

**John Bilton** made a motion to adjourn the meeting. The motion was seconded by **Cory Ritz** and unanimously approved, and the meeting was adjourned at 4:30 p.m.

---

**Holly Gadd, City Recorder**  
Farmington City Corporation

**Special Farmington City Council Work Session**  
Fiscal Year 2016 and 2017 Budget  
May 17, 2016

*Present: Mayor Jim Talbot, Councilmembers John Bilton, Cory Ritz, and Brett Anderson, City Manager Dave Millheim, and Assistant City Manager Keith Johnson.*

Doug Anderson and Brigham Mellor were excused from the meeting.

The meeting opened at 3:00 p.m.

**Keith Johnson** reviewed RDA funds. He proposed using money from paid off RDA's to go toward paying the RAP tax bond. He said he will set up a meeting with the City Attorney to make sure the City is allowed to do that. He reviewed the proposed uses for money from other RDA's. The public hearing to adopt the budget will be held on June 21<sup>st</sup>. He stated that the Station Park RDA is doing very well and will be paid off early. The City had to bond to pay for Station Parkway. Money has come in over the years from the developers, and there is \$129,000 leftover. He proposed giving the money back to the General Fund in this year's budget, where it originally came from. **Mayor Talbot** asked the Council to discuss it. **John Bilton** said he would be fine to put that money into the General Fund. **Mayor Talbot** said it would be nice to earmark the money for improvements for the park. **Dave Millheim** said the work session on June 21<sup>st</sup> will include a detailed discussion on the park needs and 650 West, and he recommended discussing it then.

**Keith Johnson** discussed the impact fees. The University of Utah raised several issues with the impact fees assessed by the City. **Dave Millheim** said there is no question in the City's mind that the "U" should pay the impact fees. This was verified by the City Attorney. The City has required them to submit in writing why they think they should not have to pay the impact fees. He anticipates the School District making some of the same arguments when their impact fees are assessed. **Keith Johnson** reviewed the Capital Streets fund. **Dave Millheim** said due to Brett Anderson's request, they put information on the City's website about what projects/repairs are upcoming. **Keith Johnson** reviewed the 650 West Park fund. **Dave Millheim** said the City does not anticipate significant building permit fees during the next fiscal year; the apartment complex is the only significant project on the horizon. **Keith Johnson** reviewed the fire impact fees, including the fire equipment impact fee, which is paid by commercial buildings. He reviewed the recreation fund including each program's expenses (soccer, football, basketball, baseball, tennis, volleyball, etc). He said all of these programs will be using the new gymnasium. He reviewed the special events that are also part of the recreation fund: Festival Days, the Scholarship Pageant, and the Performing Arts. The goal is for all of these programs to be self-sufficient. Finally, he reviewed the Cemetery Perpetual fund, and said this year, the City will be putting in a new road and making some improvements to the cemetery.

**Keith Johnson** said the final item to review is the City's debt. The City has G.O. bonds for City Hall and the Police Station, which will be paid off soon. This would lower the residents' taxes. Historically, the City has replaced a bond that has been paid off with a bond for another need. He reviewed the City's other G.O. bonds. He said other City debt includes various equipment and police vehicles, the Police Station, street light replacements, the purchase of the park property, and the RAP tax. Many of these are being paid from their respective impact fees. The total debt for the City is \$1.9 million. This number is very low, and is less than 10% of the City's capacity. It speaks to the fiscally conservative nature of the City. **Mayor Talbot** said one reason this community runs so well is because it has so little debt. **Dave Millheim** said the City's debt capacity is over \$60 million, and is not even close to approaching that amount.

**Keith Johnson** reiterated that on June 21<sup>st</sup>, the Council will pass the RDA budget, amend this year's budget and pass next year's budget. He will review any changes during the work session prior to the public hearing.

## **ADJOURNMENT**

### ***Motion:***

At 4:30 p.m., **John Bilton** made a motion to adjourn the meeting. **Brett Anderson** seconded the motion which was unanimously approved.

---

Holly Gadd, City Recorder  
Farmington City Corporation

DRAFT

**FARMINGTON CITY COUNCIL MEETING**  
May 17, 2016

**WORK SESSION**

*Present: Mayor Jim Talbot, Council Members John Bilton, Brigham Mellor, Cory Ritz and Brett Anderson, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, County Commissioners John Petroff, Jim Smith, and Bret Milburn, City Recorder Holly Gadd and Recording Secretary Melanie Monson.*

**Doug Anderson** was excused from the meeting.

*Tour of the new gym and culvert project at 5:30 p.m.*

**Discussion with Davis County Commissioners**

The three Davis County Commissioners, **John Petroff, Jim Smith, and Bret Milburn** were in attendance. They discussed the success of the culverts on 650 West and near the elementary school. **Mayor Talbot** expressed appreciation for the County's cooperation in getting Cabela's into the City. They discussed the Business Development Fund (BDF), from which they can loan money for businesses and startups. They can loan up to \$1 million, and have about \$2.5 million in the fund currently. **Brigham Mellor** asked if the businesses need to be in a certain industry, and they said no, but it does need to be about job creation. They discussed Plural Sight, which has boomed since coming into Farmington, and which benefitted from the BDF. Vista and the Weber State extension site are also great additions to the City. The County expressed appreciation for the partnerships it has with the City, and said they do not see their role as dictating but assisting in the success of the City. The County reported that they hired a new Economic Development Manager.

**John Bilton** asked about the County's vision for the Legacy Events Center. The County reported that the parking lot was recently repaved, and that they are in the middle of deciding what to do with the larger building. They have had a number of tournaments, but are trying to keep up with the sheer number of events. They are looking at converting the big building over and not doing horse events anymore. The horse events are becoming increasingly difficult to make money from. There is a possibility of selling a portion of the property, if the right offer is made. They suggested the possibility of a study to see what potential uses the property could have that would be beneficial for development and long term revenue. **Dave Millheim** said they were able to forecast that the City will be able to pay off the increment from Station Park in 2019, which is about 10 years early. He said that will bring more money to the County, the City, and the School District. **Mayor Talbot** said he would like to sit down with the County and discuss the coming business park and other future developments. **Cory Ritz** asked what will happen to events such as the County Fair, the livestock show, etc. if they sell part of the property at the Legacy Events Center. The County responded that they would downsize the Fair, and could also look for other locations.

**Dave Millheim** asked about the County's Prop 1 money. The County responded that they are studying that with Wasatch Front. They said they have about \$2 million, and are looking at the possibility of setting aside \$1 million for grants to the Cities for projects that would promote economic development. **John Bilton** pointed out the roads surrounding the High School, which will service students and families from 4 cities. The County responded that those projects would be a great use for that money.

The City Council expressed appreciation for the County's funding of the culvert on 1100 West. The County said they have needs on their 10 miles of road, to bury pipes and finish side treatments. **Mayor Talbot** expressed the importance of having a good working relationship with the County. **Dave Millheim** informed the County that Farmington may approach them for help with finishing 650 West. In addition, he also brought up the WDC, and the need for a Shepard Lane interchange regardless of the record of decision. He said UDOT is committed to the Shepard Lane interchange, and that it will be a project necessitating a coalition between the involved cities. UDOT's staff suggested getting the Cities and the County together to get the all the rights of way in place for when the EIS and other studies take place. The County expressed support for the interchange.

---

## **REGULAR SESSION**

*Present: Mayor Jim Talbot, Council Members Brigham Mellor, Cory Ritz and Brett Anderson, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, City Recorder Holly Gadd and Recording Secretary Melanie Monson.*

### **CALL TO ORDER:**

**Mayor Talbot** said John Bilton and Doug Anderson are excused from the meeting. He welcomed County Commissioners John Petroff, Jim Smith, and Bret Milburn. He also recognized Michael Harris from the Youth City Council.

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

The invocation was offered by Councilmember **Cory Ritz** and the Pledge of Allegiance was led by Boy Scout Josh Dixon from Troop 782.

### **PRESENTATIONS:**

#### **Annual Progress Report of the Farmington Trails Committee**

**Mayor Talbot** expressed appreciation for Ron Robinson taking charge of the Trails committee.

**Ron Robinson**, 92 North Country Bend Road, Farmington, Utah. He said he has been delegating responsibilities and appreciates his committee. He referred to the report in the Council's packet. He said they have a liaison with the Parks and Recreation department, which is helping to open up dialog within the City. He said they participated in the Spring Cleanup, as well as cleaning up after the wind storm. He said he has opened up a dialog with the US Forestry Service, which has three trails in Farmington. He had to involve them to address

some damage to those trails. He also said the City needs to have a special permit for the flag pole at the Flag Rock Trail, and has other past issues that are being addressed with the Forestry Service. He said his goal is for the Flag Rock Trail to be the fourth US Forestry Service Trail in Farmington. He said there are 55 Trail Chiefs, and a small portion of them do most of the work. In the future, he said he would like to see local businesses “adopting” a trail to maintain. He said George Chipman, the former chairman of the Trails Committee, is in a consultant role. He is in charge of rallying the Trail Chiefs. He said they are publishing an updated edition of the Trails Guidebook. He said one of their committee members walked many of the trails with a GPS, which the Trails Committee was able to utilize. The goal is to have the Guidebook ready by Festival Days. The proposed cost to purchase is \$19.99, and the production cost per book is about \$15. He asked about the protocol for handling the profit from the sales, and said he would sit down with Dave Millheim. He said the Forestry Service and the County are looking to add to the BST and move up the Firebreak Road, all the way from Weber Canyon down to Parleys Canyon. **Brett Anderson** said as the City Council representative for the Trails Committee, Ron is doing a great job as the new chairman. **Mayor Talbot** expressed his confidence in him and his appreciation.

## **PUBLIC HEARINGS:**

### **Zoning Ordinance Amendment**

**Eric Anderson** said this is a straightforward amendment. He said as part of the omnibus bill passed earlier this year, the Council voted to remove the restriction on steel panels for Class A storage, however, they failed to make it an allowed material in the text of the Zoning Ordinance. He said staff is recommending approval. **Mayor Talbot** asked if staff is comfortable with this, in light of the possibility of future self-storage facilities. **Eric Anderson** said the only allowable zone for self-storage is the CMU zone, which will only have space for the Cubes facility. So other facilities would require a broader change of allowable zones. **Brett Anderson** asked about the punctuation of the zone amendment, and if the intent was to broaden the application of the amendment. **Eric Anderson** clarified that the intent was indeed to broaden the application of the amendment for the Planning Commission.

*Mayor Jim Talbot opened the public hearing at 7:56 p.m.*

*Mayor Jim Talbot closed the public hearing at 7:56 p.m.*

### ***Motion:***

**Brigham Mellor** made a motion that the City Council approve the enclosed amendment to the zoning ordinance of Section 11-28-220(2)(b) as set forth in the May 17, 2016 staff report and the enclosed enabling ordinance related thereto.

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

**Findings for Approval:**

1. The proposed zone text amendment is making the architectural design guidelines requirement of allowable building materials consistent with the intended spirit of the previously approved zone text amendment removing steel panels from the list of prohibited materials.
2. On April 7, 2016 the Planning Commission granted conditional use and site plan approval to Cubes Self Storage on the condition that the City approve this proposed zone text amendment.

**NEW BUSINESS:**

**Farmington Crossing Trail Parcel Acquisition**

**Dave Millheim** said this item is pulled from the agenda. He said the City has debated taking the land or not. However, in the meantime, Garbett has given the property to the HOA, and the maintenance is still handled with the Maverick. The City will follow up with the HOA.

**Hughes Discussion Item related to the 4218 Development Restriction Line**

**Mayor Talbot** said the 4218 line is the geographical line that no one can build below. **Dave Petersen** said in 1993, in the General Plan, the Planning Commission established a line that anything west or south of a particular point could not be built below. This decision was due to floods in 1983 and after when the lake was rising. Other areas have been rezoned to match. The property owners came to a Planning Commission meeting in April. He turned the time over to the property owner to explain their circumstance. He said it would be a fairly big departure from what the City has been doing. He said no action is needed tonight but they are looking for some guidance.

**Jonathan Hughes**, 927 South Mountain View Drive, Farmington, Utah. He said he does not want there to be any doubt about where the 4218 line is in West Farmington, and asked if the City has any power to correct the discrepancy. He said he has interested developers, but based on the 4218 line, he could only have 6 lots on 31 acres. He knows people do not want to have high density neighborhoods, but he wants to be able to develop it further than that based on this new information.

**Max Elliot** 915 South 250 East Farmington, Utah. He showed a FEMA map, and where it shows the 4218 line. He said the Hughes property is above the 4218 line, with the exception of a deep ditch. **Brett Anderson** asked how the discrepancy occurred, since the discrepancy is with the City's maps. **Max Elliot** answered that in 1988 the US changed its vertical datum. He stated that the County's maps were prepared based on the old datum from 1929. **Dave Millheim** said the lake line matters, and if the City has it incorrect, it needs to be addressed through a major cleanup. The City would need to figure out how to change it without causing future problems. He said the City Attorney gave the opinion that it will have to go through a proper hearing process if the change is made. **Cory Ritz** asked what agency

generated the map he showed, and **Max Elliot** said FEMA. **Cory Ritz** said he wants the City to be operating on good information. He said the City should go through the process to change it so that any restrictions that are made are done based on good information. **Brigham Mellor** said he would like a legal opinion to see if the City opens itself up to lawsuits by amending the map. He also stated that maybe there is another consideration besides the 4218 line, such as the ability to get sewage out of these developments in west Farmington. **Dave Millheim** said the sewage and other water issues can be resolved for a cost. He said he will obtain a legal opinion, and he opined that they would need to put in the record that the reason for the change was an error, which would likely absolve the City from lawsuits. **Mayor Talbot** surmised that everyone is of the opinion that the City should proceed with making the corrections. To answer Mr. Hughes' questions, he said the City would proceed to do both.

**Dave Petersen** said this would be a legislative act, and correcting the map would not automatically mean a change in zoning for this land use decision. He said there is a great deal of discretion for the General Plan with respect to legislative acts. The Planning Commission would like to see the new revised map, a revised schematic plan, and a number of other things before considering the application for rezoning. He said this is a land use policy, and is not insignificant. **Brett Anderson** clarified that correcting the map and amending the zoning on the property are two separate issues that are not dependent on each other, which **Dave Petersen** confirmed. **Dave Millheim** clarified that the City's zoning decision should be considered on its merits, regardless of where the WDC may or may not be. **Mayor Talbot** said if the 4218 line is inaccurate, it is the City's obligation to find it out. He wondered what the motivation for the change now is. **Max Elliot** said they discovered that the maps were incorrect when they were trying to see what Mr. Hughes could do with his property. He said they got mixed up using different datums, and there is more accurate data available now. **Dave Millheim** suggested figuring out where the 4218 line actually is, first, and asking the legal questions. He said then the City ought to look at the considerations from the Planning Commission, because they will not act on the rezone until they have answers to those questions. Staff thinks it would be dumb to rezone properties based on the new line, but would take them on a case by case basis. The Council directed staff to move forward with examining the discrepancy.

### Temporary Access Easement Request for Kaysville

**Mayor Talbot** said he was surprised to see the recommendation from Staff to approve this request. **Dave Petersen** said the developer received preliminary plat approval, and his development goes right up to the right of way. In the event of the WDC going along this alignment, the City will need an interchange near the development. The mink farm owner put in a private storm drain line, but has allowed public waters to flow through them. Kaysville obtained access to the manhole. **Dave Millheim** said the City would be doing the developer and Kaysville a favor; otherwise it would require a lot more development. **Cory Ritz** asked if this is a temporary solution, and **Dave Petersen** said it may become permanent if they do not develop the second phase. **Mayor Talbot** asked if the storm drain is day lighted, or if it is fully piped, and if it is large enough to handle the drainage from all those developments.

**Chad Bessinger**, 1196 Hamblin Circle Kaysville, Utah. He responded that it is fully piped, and that it is a large pipe. He said it will be temporary. He said they will be purchasing wetland credits in order to disturb the wetlands. He acknowledged that it is a favor that he is asking. **Dave Millheim** said if the manhole was not there, they would have to figure out their

own solution. He said the City should cooperate with Kaysville with this reasonable request, but they want that in writing from Kaysville. **Cory Ritz** said he would be more comfortable if there was easement language included. **Dave Millheim** suggested that they table action until they get the language consistent with the motion and until Kaysville signs the agreement first.

***Motion:***

**Brett Anderson** made a motion to table action on the easement until the Council has language reflective of the condition for preserving the right of way.

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

**SUMMARY ACTION**

**Minute Motion Approving Summary Action List**

1. Resolution Amending the Consolidated Fee Schedule relating to Baseball Field Rentals and Gym Admission Fees
2. Farmington Hollow Phase 2 Improvements Agreement
3. Approval of Minutes from April 27, 2016
4. Approval of Minutes from May 3, 2016
5. Kaysville Boundary Adjustment—Resolution of Intent—Jeff Clark
6. Animal Control Contract with Davis County

***Motion:***

**Brigham Mellor** made a motion to approve the items on the Summary Action List 1-6.

**Brett Anderson** seconded the motion which was unanimously approved, with Cory Ritz abstaining from item 3.

**City Council Committee Reports:**

**Brett Anderson:** Ron Robinson reported on the Trails Committee earlier.

**Cory Ritz:** He said the Mosquito Abatement District is continuing to finalize their expansion and is busy with mosquito treatments.

**Brigham Mellor:** He had nothing to report from his committees.

**GOVERNING BODY REPORTS:**

**City Manager – Dave Millheim**

1. Executive Summary for Planning Commission held on May 5, 2016
2. Fire Monthly Activity Report for April
3. UDOT West Davis Corridor Update: he suggested rescheduling this update for the next meeting.
4. Superior Police Work: Officer Brian Cooper was on early morning patrol at Station Park and saw a gentleman at the Frontrunner station at 4:30 am. The train does not begin running until about 5 am. He stealthily walked up behind this man, and saw him going through numerous credit cards. He said one of the cards had a picture of the County Prosecutor on it, and he knew it was probable cause for arrest. He also pulled out drug paraphernalia. The officer arrested him, and they began calling people who had been robbed, which was between 10-12 people. He complimented Officer Cooper for superior Police Work.
5. He said in a few weeks there will be a big discussion about 650 West and the SAA and the extension agreements in place. He suggested a walking tour for the Council to become more familiar with the specifics of the area.

### City Council

**Cory Ritz:** He said Sue Stapps called him, questioning the fairness of those who get stuck with a bill for improvements versus those who do not. He asked about whether or not the City will get a grant, and **Dave Millheim** said no, and the City does not know if it will get the grant. Once the City knows with certainty if it has the grant, it could lessen the cost for some residents, but those in the first phase will still bear their portion of the cost.

He suggested putting a 4-Way stop at the intersection of Glover's Lane and 650 West in the meantime if the traffic light is not feasible. **Dave Millheim** said that will be brought up at the meeting on the 21<sup>st</sup>.

He said he was taken aback by the last minute call for a meeting at 3 pm today, and he asked for that not to happen again. He said if there is going to be a 3 pm meeting, it needs to be agreed upon ahead of time. **Mayor Talbot** agreed, but said that if the Council agrees on a meeting, they need to show up. He said the last meeting they scheduled only had one Councilmember show up.

### Mayor Jim Talbot

1. He will take care of the Memorial Day memorial service this year.
2. He reminded the Council that they are elected by the residents, and said they need to be at places and events and meetings where residents can see them. He said budget meetings, walkthroughs, etc. are important. He asked the Councilmembers to do a better job of communicating, in letting them know ahead of time and closer to the time if they are not going to be at an event or meeting.

**Dave Millheim** said the work session on the 7<sup>th</sup> will be at 5 pm to cover lots of information related to the future business park.

Council members **Brett Anderson** and **Brigham Mellor** did not have anything to report at this time.

**CLOSED SESSION**

***Motion:***

At 9:30 p.m., **Cory Ritz** made a motion to go into a closed meeting for purpose of discussing property.

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

**Sworn Statement**

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

---

**Jim Talbot, Mayor**

***Motion:***

At 9:41 p.m., a motion to reconvene into an open meeting was made by **Brigham Mellor**.

The motion was seconded by **Cory Ritz** which was unanimously approved.

**ADJOURNMENT**

***Motion:***

At 9:42 p.m., **Brigham Mellor** made a motion to adjourn the meeting.

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

---

**Holly Gadd, City Recorder**  
Farmington City Corporation

## CITY COUNCIL AGENDA

For Council Meeting:  
June 7, 2016

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

1. UDOT West Davis Corridor Update
2. Sidewalk Bid on Frontage Road
3. Executive Summary – Planning Commission held May 19, 2016
4. July 5<sup>th</sup> Meeting?
5. Davis County Road Respect Events

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

UDOT DECISION SUPPORT SYSTEM

DRAFT New Interchanges on Existing Freeways - Phase 1

Updated as of: November 30, 2015

PROJID	SOURCE	ROUTE	REGION	PROJECT NAME/LOCATION	COST (\$ MIL)	DAILY TRAFFIC (ADVIS)	DAILY VEHICLE HOUSING SCORE	IMPROVEMENT V/C SCORE	USER COST SCORE	DISTANCE TO ADJACENT INTERCHANGES SCORE	PRELIMINARY SCORE	Comments	Pin
MAG15	MAG	I-15	3	I-15/Provo 6302 N Interchange	\$ 45,000,000	20	30	7	10	3	70		
D-31	WFR	I-15	1	I-15 Interchange @ 1800 North	\$ 45,000,000	20	24	7	10	3	64		
S-181	WFR	SR-34	2	Bangor Highway Interchange @ 800 West	\$ 48,000,000	20	18	7	10	3	64		
2015034	LRP	I-80	2	I-80 at MP 94.5, Midvalley Highway Interchange (refer to local plan)	\$ 40,000,000	16	16	7	10	5	50	SWLRP has \$10M in Phase 1. Post processed model vote	10603
D-36	WFR	I-15	1	I-15 Interchange @ Shepard Lane	\$ 45,000,000	20	18	7	10	5	50		
S-195	WFR	I-15	2	I-15 Interchange @ 9400 South	\$ 45,000,000	12	12	7	2	1	38		
DMPO1-36	DMPO	SR-7	4	SR-7, Sand Hollow Interchange	\$ 7,100,000	2	0	14	10	5	29	Left over from Seg 4A Construction.	
	DMPO	I-15	4	I-15 Milepost 11 Interchange	\$ 30,000,000	2	0	0	10	1	15		

DRAFT New Interchanges on Existing Freeways - Phase 2

Updated as of: November 30, 2015

PROJID	SOURCE	ROUTE	REGION	PROJECT NAME/LOCATION	COST (\$ MIL)	DAILY TRAFFIC (ADVIS)	DAILY VEHICLE HOUSING SCORE	IMPROVEMENT V/C SCORE	USER COST SCORE	DISTANCE TO ADJACENT INTERCHANGES SCORE	PRELIMINARY SCORE	Comments	Pin
2010034	LRP	I-80	2	I-80 at MP 94.5, Midvalley Highway Interchange (refer to local plan)	\$ 40,000,000	16	12	7	10	5	50	SWLRP has construction Pin 2, Szolnik. Post processed model vote	
MAG51	MAG	I-15	3	I-15/Orem 800 S, New HOV Intchg to UVJ, Trail/Side Path	\$ 72,700,000	20	18	0	10	0	46	Model includes HOV & SOV ramps	
MAG55	MAG	I-15	3	I-15/Spanish Fork Center St, New Interchange	\$ 48,100,000	12	12	0	10	3	37		
MAG41	MAG	I-15	3	I-15/Traverse Mountain, Lehi, New Intchg into Traverse Mountain	\$ 49,600,000	12	12	0	10	0	29		
MAG56	MAG	I-15	3	I-15/Springville 1600 S/Sp Fork 2700 N, New Interchange	\$ 69,000,000	12	12	0	10	1	29		
2015043	LRP	I-80	2	I-80 at MP 143.0, View Area - High Ute Interchange	\$ 58,000,000	0	0	0	10	1	11	\$5.1 M in Ph 3	

DRAFT New Interchanges on Existing Freeways - Phases 3 & 4

Updated as of: August 3, 2015

PROJID	SOURCE	ROUTE	REGION	PROJECT NAME/LOCATION	COST (\$ MIL)	DAILY TRAFFIC (ADVIS)	DAILY VEHICLE HOUSING SCORE	IMPROVEMENT V/C SCORE	USER COST SCORE	DISTANCE TO ADJACENT INTERCHANGES SCORE	PRELIMINARY SCORE	Comments	Pin
S-154	WFR	I-215	2	I-215 Interchange @ 5400 South	\$ 45,000,000	20	24	7	10	10	82	Included from USTM	
MAG71	MAG	I-15	3	I-15/UC12400 S Salsquin, New Interchange	\$ 45,000,000	12	6	6	10	3	31		
2015016	LRP	I-84	1	I-84 at MP 94.0, with southern extension of SR-167	\$ 35,000,000	0	0	0	2	3	7	\$28M in Ph 4	
D-42	WFR	SR-67	1	Legacy Parkway Interchange @ Center Street	\$ 38,000,000	0	0	0	4	3	7	Modeling from USTM	
2015227	LRP	I-15	4	I-15 at MP 66.7, Ravine Road (Enoch)	\$ 38,000,000	0	0	0	0	0	5	Not in Build Model	
2015232	LRP	I-70	4	I-70 at MP 54.5, Lost Creek Road (Sevier Co.)	\$ 38,000,000	0	0	0	0	0	0	Not in Build Model	
2015024	LRP	I-84	1	SR-68 at MP 14.3, I-84	\$ 38,000,000	0	0	0	0	0	0	Not in Build Model	
S-156	WFR	I-15	2	I-15 Interchange @ 100 South (HOT Ramps)	\$ 45,000,000	0	0	0	0	0	0	Not in Build Model	

## Farmington City Aesthetics Budget

	Farmington	\$	143,500,000
	Kaysville-Layton	\$	135,100,000
	Syracuse	\$	97,850,000
	West Point-Clinton-Hooper	\$	88,660,000
<b>Draft EIS Estimated Construction Cost</b>		<b>\$</b>	<b>465,110,000</b>
<b>Total Project Aesthetic Budget</b>	<b>0.75%</b>	<b>\$</b>	<b>3,488,325</b>
	Total Length		15.9 miles
	Aesthetic Budget per Mile	\$	219,527
	Farmington Segment Length		3.98 miles
<b>Farmington Aesthetic Budget</b>		<b>\$</b>	<b>873,121</b>
	Conservation Easement Length		1.86 miles
	Landscaping per mile	\$	238,000
	5' Berm per mile	\$	577,000
	10' Berm per mile	\$	1,212,000





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

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson – Associate City Planner  
Date: June 7, 2016  
SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD MAY 19, 2016

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on May <sup>19</sup> 8, 2016 [note: four commissioners attended the meeting—Acting Chair Alex Leeman, Dan Rogers, Bret Gallacher, and Connie Deianni. Excused commissioners were Rebecca Wayment, Heather Barnum, and Kent Hinckley.

Item 3 Russell Wilson / Symphony Homes (Public Hearing) – Applicant is requesting a recommendation for schematic plan approval for the Eastridge Estates Phase II Conservation Subdivision consisting of 26 lots on 18.9 acres located at approximately 1500 South and 50 West in an LR, AA, and A-F zone; the applicant is also requesting a recommendation for rezone related thereto for .94 acres of property located at approximately 50 West and 1500 South from AA to LR, and 1.75 acres of property located at approximately 250 East and 1500 South from A-F to LR-F (S-6-16 & Z-1-16)

*Voted to recommend that the City Council approve the schematic plan as written in the staff report with two added conditions as follows:*

- 7 – That the storm-drain line that goes to the regional detention basin be piped as part of Phase 2 development;*
- 8 – That a soils report be provided as part of preliminary plat.*

AND

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

*Vote: 4-0*

Item 4 Farmington City (Public Hearing) – Applicant is requesting a Zone Text Amendment of Sections 11-10-040 and 11-11-060 of the Zoning Ordinance regarding the allowance of detached accessory buildings in a side corner yard with Planning Commission approval.

*Voted to recommend that the City Council approve the Zone Text Amendment as written in the staff report with the added language that the approval of a detached accessory building in the side corner yard by the Planning Commission is a public hearing.*

*Vote: 4-0*

Respectfully Submitted



Eric Anderson  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager



## **DAVIS COUNTY ROAD RESPECT EVENTS** **Saturday, June 11<sup>th</sup>**

**8:30 AM – Davis County Road Respect Long Ride\***  
*Kaysville City Hall, 23 East Center Street*

**11:30 AM – Davis County Road Respect Short Ride\* - Join those from the long ride as we all ride to each of the new Road Respect Communities**  
*Kaysville City Hall, 23 East Center Street*

**12:30 PM – Fruit Heights Road Respect Community Designation**  
*Fruit Heights City Hall, 910 S. Mountain Road*

**1:00 PM – Farmington Road Respect Community Designation**  
*Farmington City Hall, 160 S. Main Street*

**2:00 PM – Kaysville Road Respect Community Designation**  
*Heritage Park, 200 North & Fairfield Road (100 East)*

**2:00 PM – Road Respect Booth and Giveaways at the Kaysville Arts & Music Festival**  
*Heritage Park  
200 North & Fairfield Road (100 East), Kaysville*

- **Helmet Giveaway** (1<sup>st</sup> come, 1<sup>st</sup> served starting after community designation)
- **Bike Tune-ups**
- **Games and Prizes**

**\*Experienced cyclists are invited to join Road Respect riders on a ride around Davis County to encourage safe cycling and to promote positive interactions between bicyclists and drivers.**

*Long Ride Option: 47 mile loop that includes stops at each Road Respect Community  
Short Ride Option: 19 mile loop that includes stops at each Road Respect Community*

*To sign up for the ride visit [roadrespect.utah.gov](http://roadrespect.utah.gov)*



**CITY COUNCIL AGENDA**

For Council Meeting:  
June 7, 2016

**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.