

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

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

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, August 21, 2018, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

### **OLD BUSINESS:**

7:05 North Station Phase I Development Agreement & PMP – Ken Stuart

### **NEW BUSINESS:**

7:20 650 West Concrete Project

7:25 Zone Text Amendment of Regulating Plan

### **SUMMARY ACTION:**

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

7:30 Minute Motion Approving Summary Action List

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

### **GOVERNING BODY REPORTS:**

7:35 City Manager Report

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

7:40 Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

Minute motion adjourning to closed session for potential property acquisition.

DATED this 16th day of August, 2018.

**FARMINGTON CITY CORPORATION**

By:   
Holly Gadd, City Recorder

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

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

## CITY COUNCIL AGENDA

For Council Meeting:  
August 21, 2018

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

It is requested that City Manager Dave Millheim give the invocation to the meeting and it is requested that Mayor Jim Talbot 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:  
August 21, 2018

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

**ACTION TO BE CONSIDERED:**

See staff report for recommendation.

**GENERAL INFORMATION:**

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

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



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

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
ALEX LEEEMAN  
CORY RITZ  
REBECCA WAYMENT  
CITY COUNCIL  
DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: August 21, 2018

SUBJECT: **NORTH STATION PHASE I DEVELOPMENT AGREEMENT & PMP**  
Applicant: **Ken Stuart – Stay Farmington**

### RECOMMENDATION

Move that the City Council approve the schematic subdivision plan, development agreement and project master plan related thereto, subject to all applicable Farmington City development standards and ordinances, and the following condition: the applicant shall provide a trail or improve the existing trail along Haight Creek, subject to US Army Corp of Engineer approval.

### Findings for Approval

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

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

## BACKGROUND

### CHARETTE

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

### SMALL AREA MASTER PLAN

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

### OVERALL PMP AND DEVELOPMENT AGREEMENT

Chartwell Capital applied for and received approval of an overall or "global" Project Master Plan (PMP) and development agreement from the City Council on **August 15, 2017**. The approved global PMP and development agreement were both consistent with the final results of the UDA charrette, the

Regulating Plan zone text amendments, and the Small Area Master Plan that have all been approved by the City. Section 11-18-040 states:

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

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

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

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

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

Because this development is in the OMU zone, the applicant must invoke Section 140 of Chapter 18, allowing for a deviation of the underlying zone through a development agreement. The intent of Section 140 is to give the City an extra layer of regulatory control and to give property owners flexibility in a mutually beneficial manner. By memorializing the deviations from the underlying zone through a development agreement, it leads to a better designed project while giving property owners

assurances, this process better meets the purpose and overarching goal of the mixed use district, including: the promotion of vibrant, mixed use, and pedestrian friendly environments.

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

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

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

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

#### SCHMATIC SUBDIVISION PLAN

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

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At the **July 19, 2018** Planning Commission meeting, the discussion was largely centered around the height of the buildings, the buffer between the development and residential neighborhoods to the west,

traffic, and infrastructure. Ultimately, the Planning Commission unanimously recommended the development agreement, project master plan, and subdivision schematic plan.

Supplemental Information

1. Vicinity Map
2. North Station Phase I Overall Site Plan
3. Enabling Ordinance
4. North Station Development Agreement
5. North Station Project Master Plan (Narrative)
6. North Station Project Master Plan (Graphic)
7. UDA Illustrative Plan
8. Exhibit Showing Distance to Nearest Residences

Applicable Ordinances

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

Respectfully Submitted



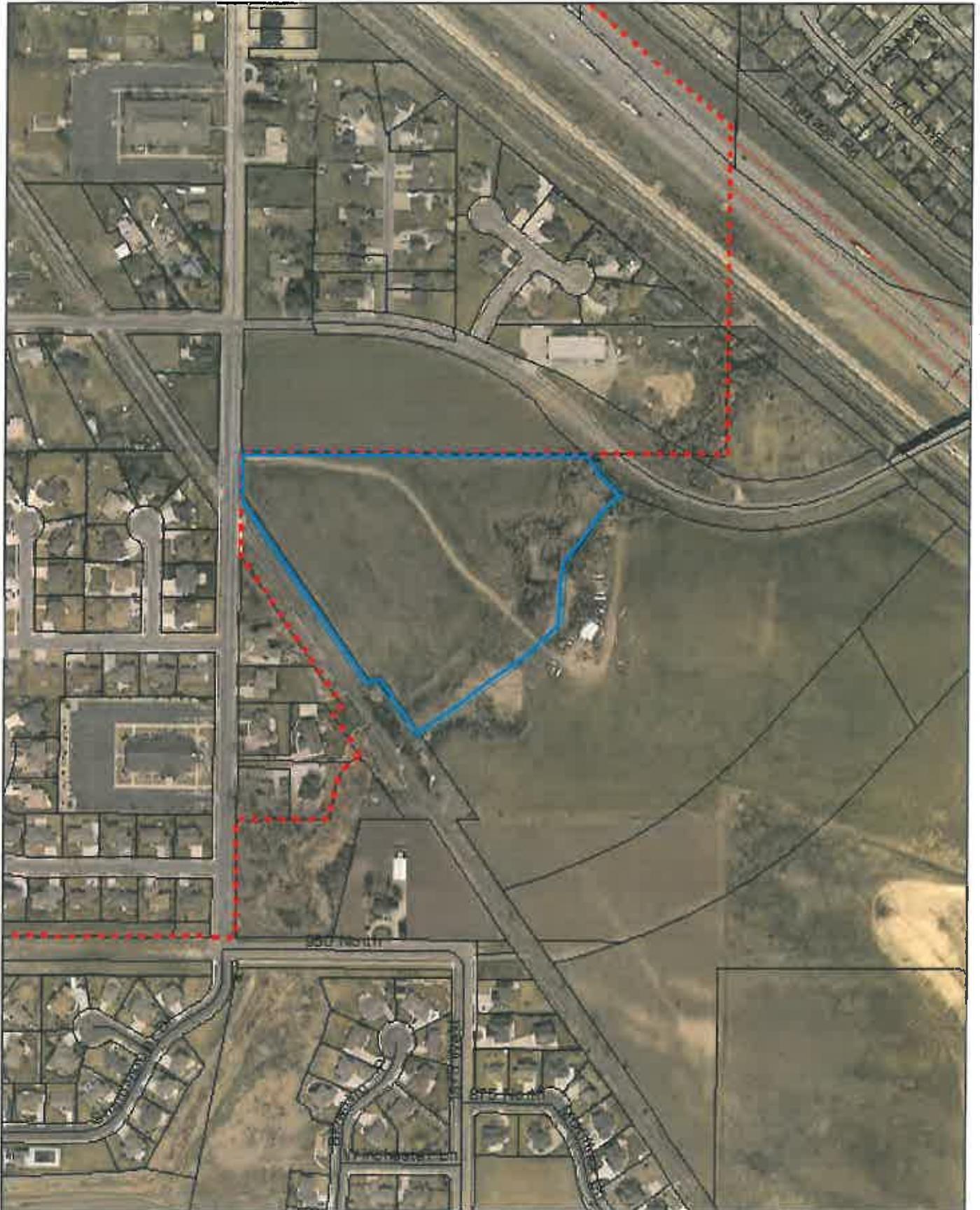
Eric Anderson  
City Planner

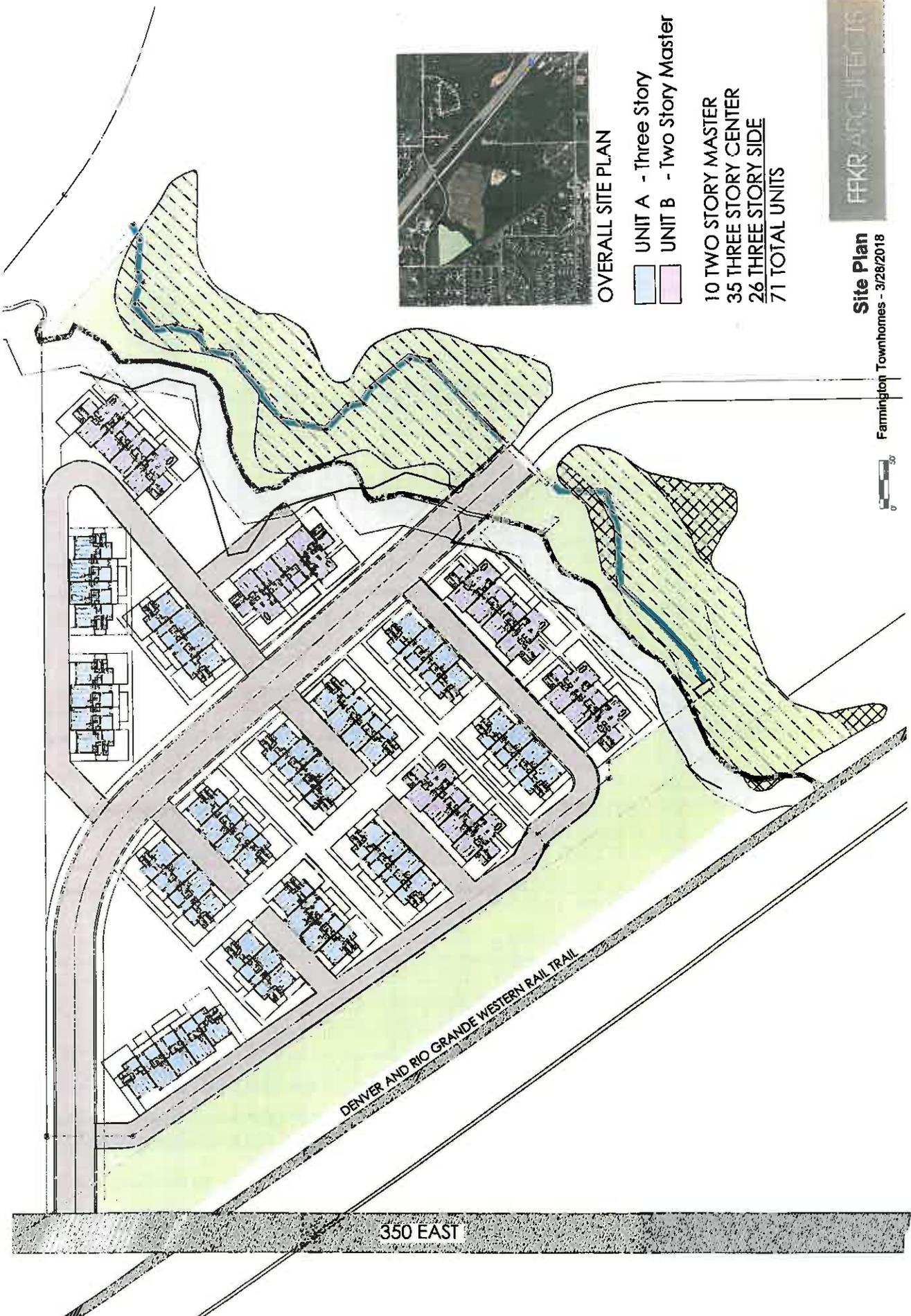
Concur



Dave Millheim  
City Manager

# Farmington City





**OVERALL SITE PLAN**

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

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



**Site Plan**  
 Farmington Townhomes - 3/28/2018



350 EAST

DENVER AND RIO GRANDE WESTERN RAIL TRAIL

**SUPPLEMENTAL  
DEVELOPMENT AGREEMENT  
FOR STAY FARMINGTON TOWNHOMES**

**8.14.18**

WHEN RECORDED RETURN TO:

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

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

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

**RECITALS**

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

## **AGREEMENT**

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

### **1. Recitals.**

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

### **2. Sub-PMP**

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

### **3. Alternative Development Standards**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5.1 Periodic Review.**

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

### **5.2 Default**

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

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

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

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

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

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

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

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

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

### 5.3 Termination.

#### 5.3.1 Termination Upon Completion of Development.

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

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

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

5.3.2.1 This Agreement shall terminate at the end of its Term unless the Term is extended by the City Council as a Substantial Amendment.

5.3.2.2 This Agreement shall be subject to termination by the City Council prior to Completion of Development when an Event of Default by Developer remains uncured after notice and opportunity to cure as provided in this Article 13. The termination of this Agreement shall be exercised by the City Council after written notice to all owners of the remaining undeveloped land within the Property and after a public hearing providing an opportunity of all such parties to be heard on the appropriateness of termination.

5.3.2.3 In the event of a termination pursuant to this Section 5.3.2, the City shall record a notice against the remaining undeveloped land within the Property indicating that the Agreement has been terminated that further development activity shall be governed by the terms of the Ordinance as it then exists and is thereafter amended from time to time.

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

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

5.3.3.2 Notwithstanding the termination of this Agreement for any reason, any portion of the Property that is the subject of a pending or approved application for a development or construction approval shall be entitled to be processed,

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

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

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

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

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

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

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

in this Agreement under the circumstances described therein.

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

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

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

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

#### **5.4 Disputes.**

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

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

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

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

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

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

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

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

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

### **6.2 Hold Harmless**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **7.5 No Waiver.**

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

### **7.6 Entire Agreement**

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

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

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

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

#### **7.8 Notices.**

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

To the City:

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

To Developer:

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

#### **7.9 Applicable Law**

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

#### **7.10 EXHIBITS**

**EXHIBIT A – LEGAL DESCRIPTION**

**EXHIBIT B – SUB-PMP**

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

**ATTEST:**

**FARMINGTON CITY**

\_\_\_\_\_

Holly Gadd

City Recorder

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

Jim Talbot

Farmington City Mayor

**STAY FARMINGTON, L.L.C**

Thomas D. Stuart

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

Its: Manager

# EXHIBIT "A"

## A LEGAL DESCRIPTION FOR NORTHWEST PARCEL GROSS

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

CONTAINS 401,140.26 SQ/FT OR 9.21 ACRES

LESS

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

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

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

CONTAINS 64,566.47 SQ/FT OR 1.48 ACRES

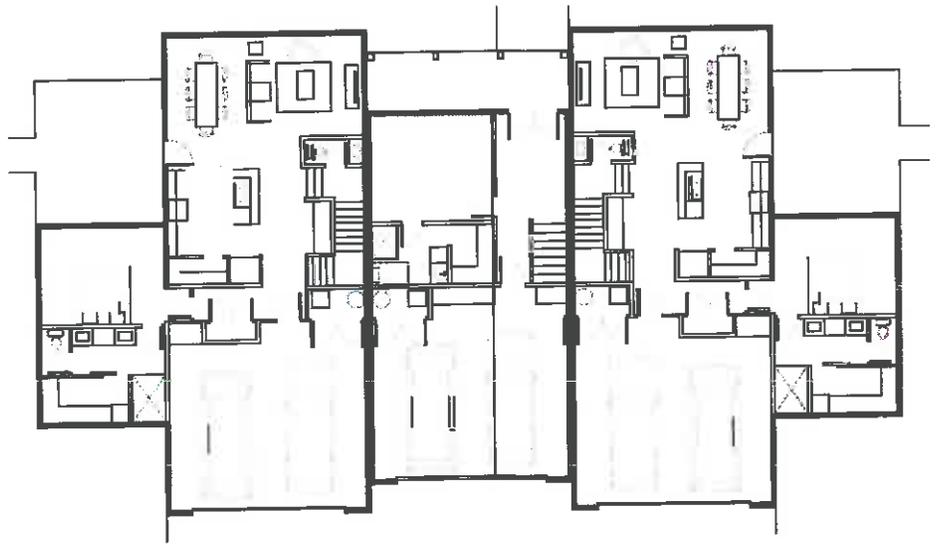


# EXHIBIT "B"

STAY FARMINGTON, LLC

## North Station

Sub-PMP North of Hights Creek



FFKR ARCHITECTS





**Shawn Branchley**  
Partner



**Tom Stuart**  
Partner



**Rich Day**  
Partner

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

Mr. Peterson,

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



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

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



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

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

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

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

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

Ken Stuart



## Contents

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



STAY FARMINGTON, LLC

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

## Executive Summary

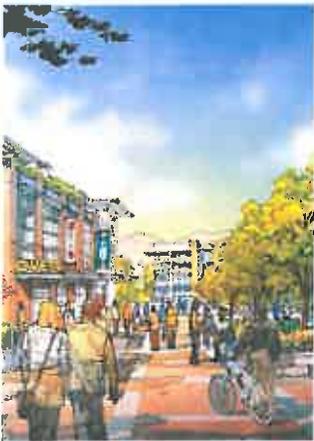
Farmington City adopted a *Small Area Master Plan*, which includes a mix of medium density residential to high profile commercial uses in May 2017. The residential uses in this section are not vested; rather, they are recommendations from all the stake holders starting with a marketing report jointly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

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

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

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

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



STAY FARMINGTON, LLC

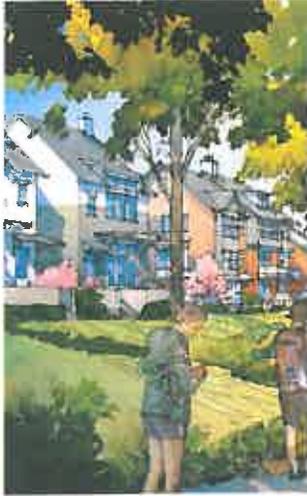


FFKR ARCHITECTS

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

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

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



## Description of Land Use Concepts

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

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

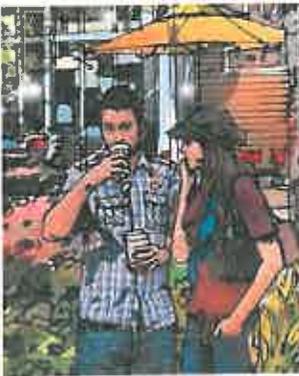
The aggregate area North of Hights Creek is not suited for commercial properties as it has no freeway visibility and access is limited to the site. Currently, it is accessible from 350 East, which is a minor residential collector in Kaysville City. The proposed interchange at Shepard Lane will improve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

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

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

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

STAY FARMINGTON, LLC



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

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

A total of 71 town homes will be installed in this area along with low density residential streets. The main access will be provided to the property via an *existing access* point from 350 East in Kaysville. Additionally, a secondary access road will cross through the land owned by Stay Farmington to 1525 West which is currently an unpaved road. Please see a more detailed description in the access section of this report.

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

### Conclusion of Uses

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



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

### Square Footage Ranges & General Location

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

The town homes include two and three story units with a total of 71 units. The units are outlined in the building elevations section of the graphical report.

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



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

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

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

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



## **Parking Concepts**

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

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





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

### Public and Private Open Space

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

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



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

STAY FARMINGTON, LLC



### On-Site Circulation of Primary Auto

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

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

### Primary Access to The Site

The site currently has access from 350 East (in Kaysville) providing access to the farming development currently on the land. This access point will serve as the primary access to and from the town homes. Based on a traffic study conducted by Joe Perrin, P.E. (see [Traffic Report](#) in Graphical Section) both Shepard Lane and 350 East are considered Suburb Collectors with a capacity of 13,500 ADT. **Projected daily** counts are estimated by Perrin to be 3,950 ADT and 7,335 ADT for 350 East and Shepard Lane respectively. Per Perrin, *"this would more than provide mitigation for the proposed 100 townhome (sic town home) development"*. It is noted, the proposed 100-unit townhome site has been reduced to 71 having even less of an impact on the traffic associated with 350 East in Kaysville.

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

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

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

STAY FARMINGTON, LLC



### Secondary Access /Emergency Access

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

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

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

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

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

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

STAY FARMINGTON, LLC

### Bicycle, Pedestrian and Transit Connections

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

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





### **Preliminary Transit Analysis**

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

### **Modal Split**

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

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

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

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

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



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### Regional Storm Drain & Public Utilities

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

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



### Regional Storm Drain

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

## Section C: Regional Storm Drain and Public Utilities

STAY FARMINGTON, LLC



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

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

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

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

### Water Lines – Potable and Fire

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

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

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

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

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

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



## Section C: Regional Storm Drain and Public Utilities

STAY FARMINGTON, LLC

### Sanitary Sewer

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

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

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

### Remaining Utilities

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

### Open Space or Land Uses Issues

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

### Regional Storm Drain and Utility Conclusion

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

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

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

### **Farmington CPP**

### **Development Standards of Bordering Properties**

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

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

#### **Property East of the Subject**

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

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

#### **Property South of the Subject**

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

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

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

### **Farmington CPP**

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

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

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

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

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

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

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

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

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

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

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

### **Farmington CPP**

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

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

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

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

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

## **Sequence and Timing of Development**

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

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

### **Development Sequence Summary**

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

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

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

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

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

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

### **Right of Way Dedications – Weber Basin Line**

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

## Section E: Sequence and Timing of Development

### Farmington CPP

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

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

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

#### Timing and Sequence Conclusion

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



Farmington CPP

**Incorporation of Existing Structures**

The area associated with this PMP is vacant.



## ***Section F: Other Information Requested***

Farmington CPP

### **Other Information Requested**

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



## Contents

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



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

H) Preliminary Transportation Network..... 29

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

    Proposed Internal Circulation..... 30

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

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

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

    Traffic Study – Page 2 ..... 34

    Traffic Study – Page 3 ..... 35

    Traffic Study – Page 4 ..... 36

I) Existing Structures ..... 37

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

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

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

    Aerial of Existing Property ..... 40

I) Other Information Requested ..... 41



## A) Existing Conditions

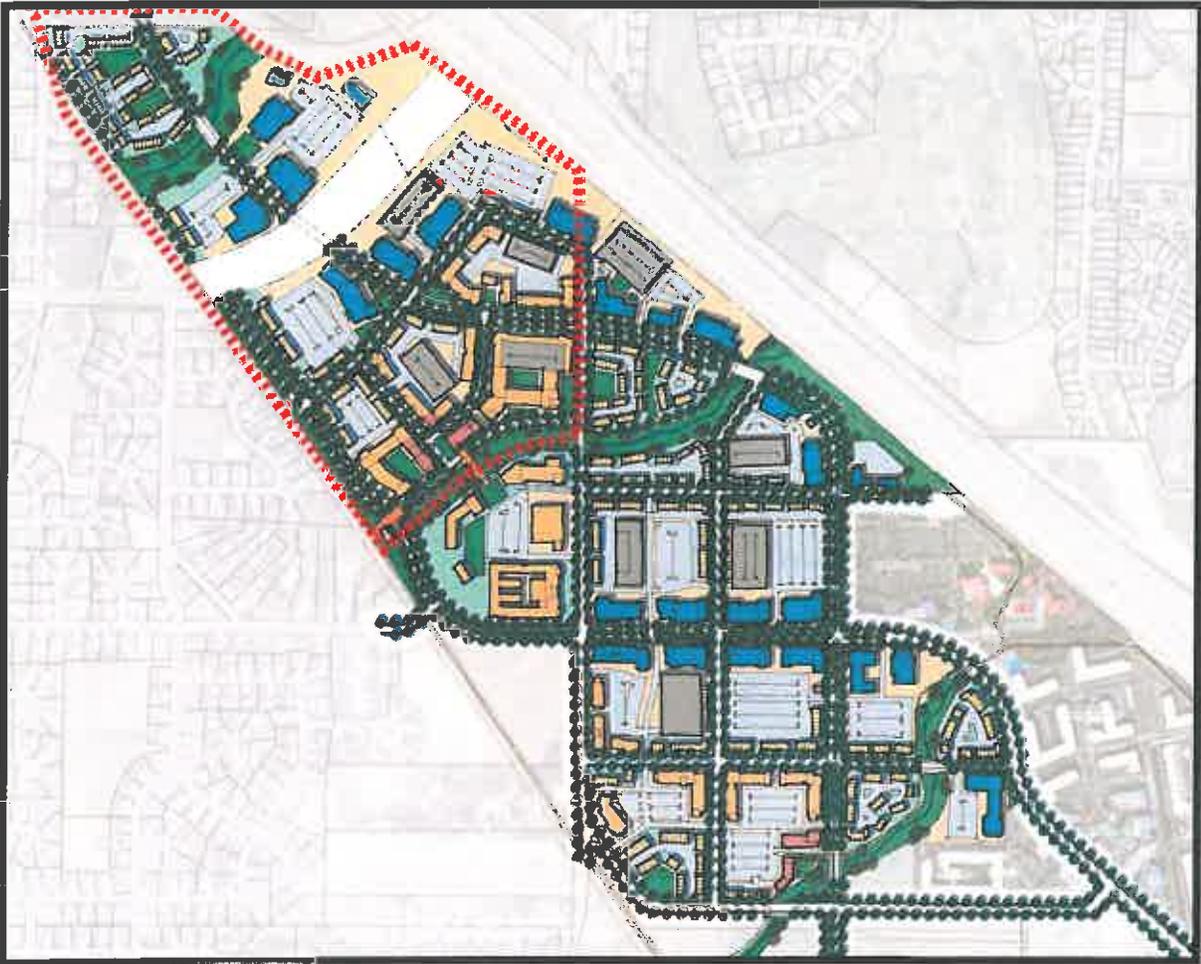
The following diagram shows the existing layout of the subject property, with existing access to 350 East with eventual access to Shepard Land to the freeway overpass. The compacted road shown crossing the property leads to an existing box culvert providing access over Haight Creek. This leads to an existing farming operation:





## B) Small Area Master Plan

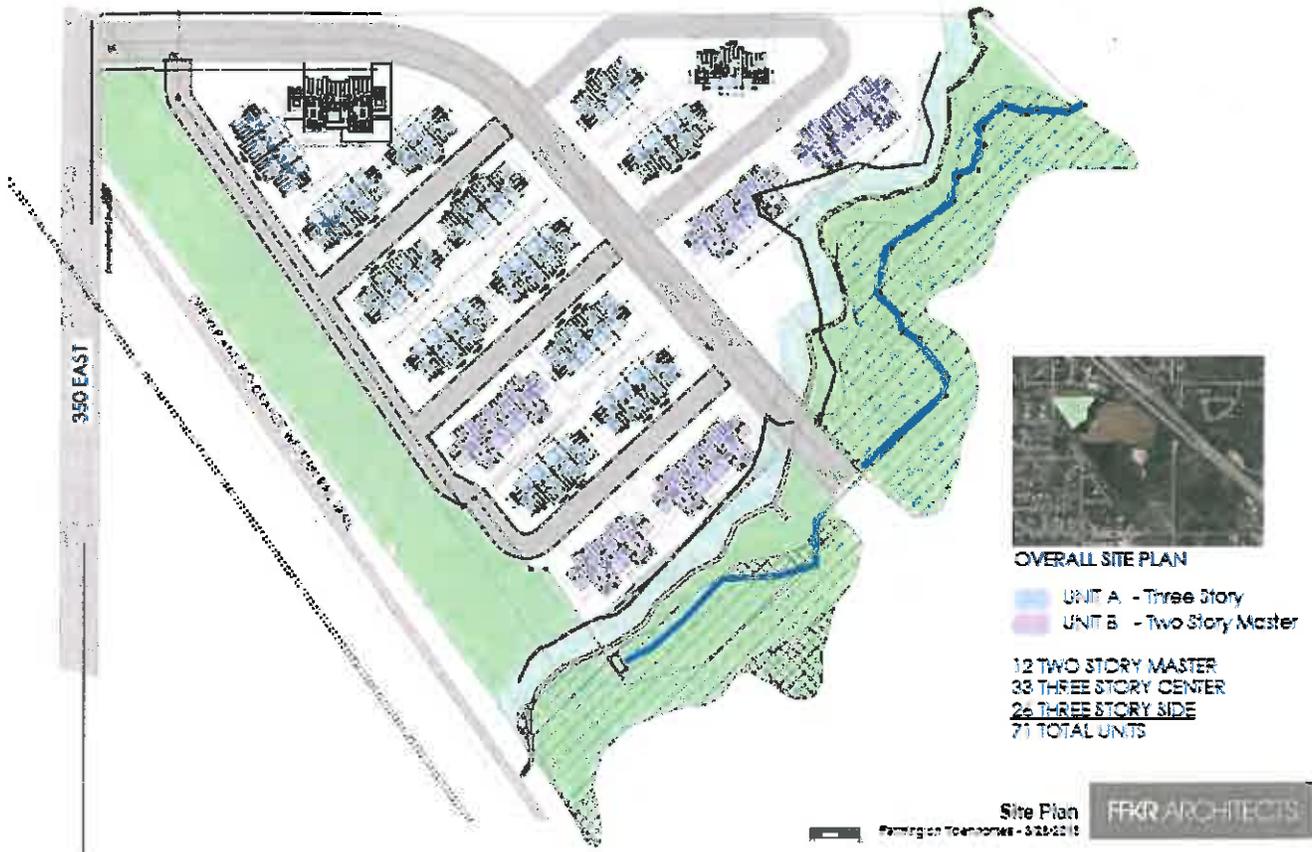
The conceptual land use plan agreed upon in the charrette and approved by Farmington City is show below, with the area associated approved PMP being dashed in red:





# Concept Site Plan

The following Concept Site Plan shows the proposed 71 Town Homes. The 70-foot Strip that hugs the railroad will be purchased by Weber Basin



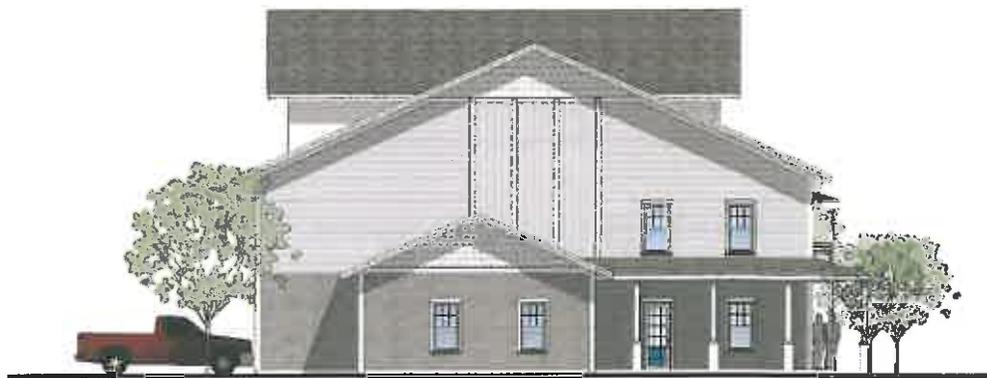


# Building Elevations

*Two Story Side Elevations*



SIDE ELEVATION



SIDE ELEVATION



# Building Elevations

*Two Story Front and Rear Elevations*



BACK ELEVATION



FRONT ELEVATION



# Building Elevations

*Three Story Side Elevations*



SIDE ELEVATION



SIDE ELEVATION



# Building Elevations

*Three Story Front and Rear Elevations*



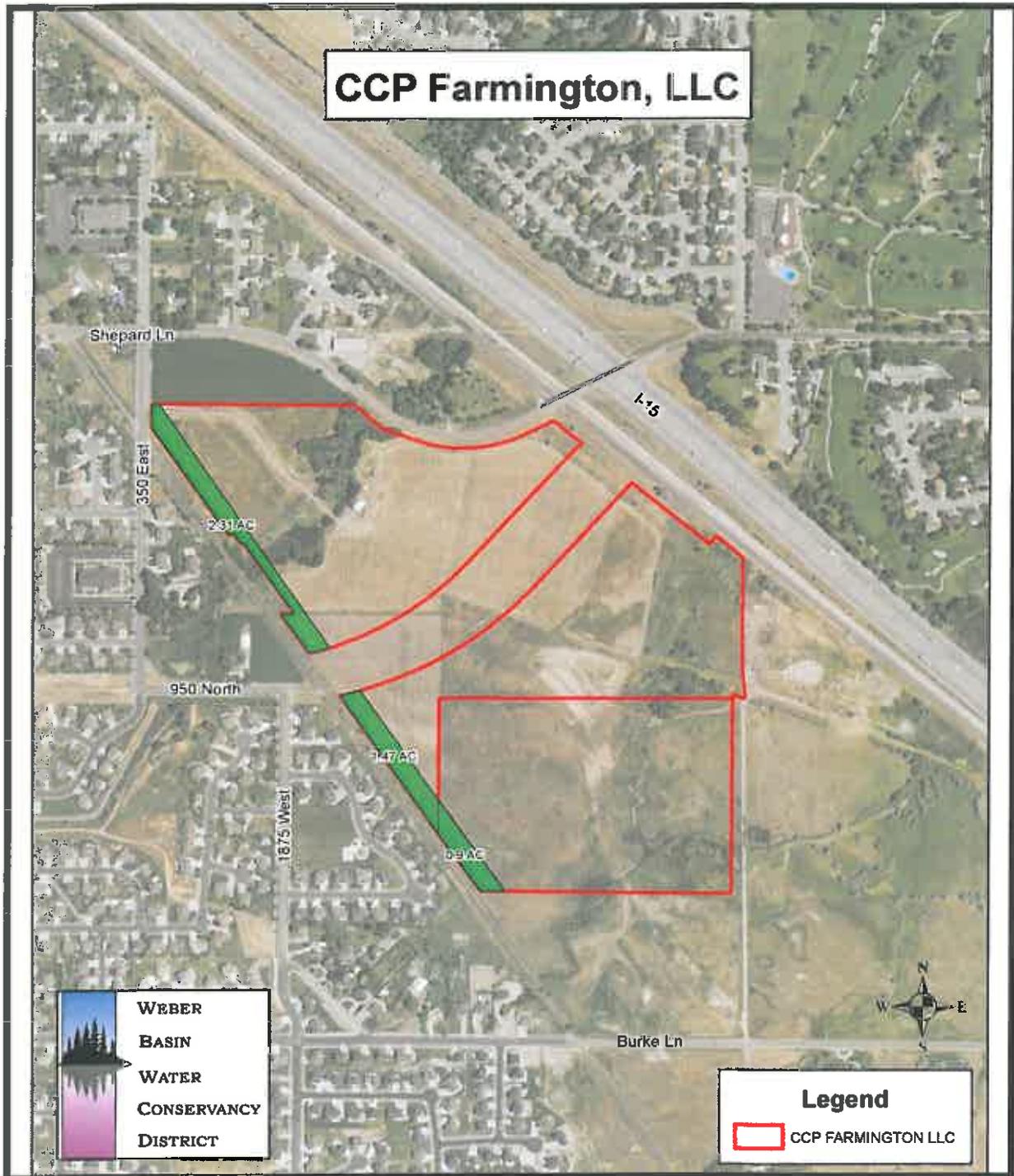
BACK ELEVATION



FRONT ELEVATION



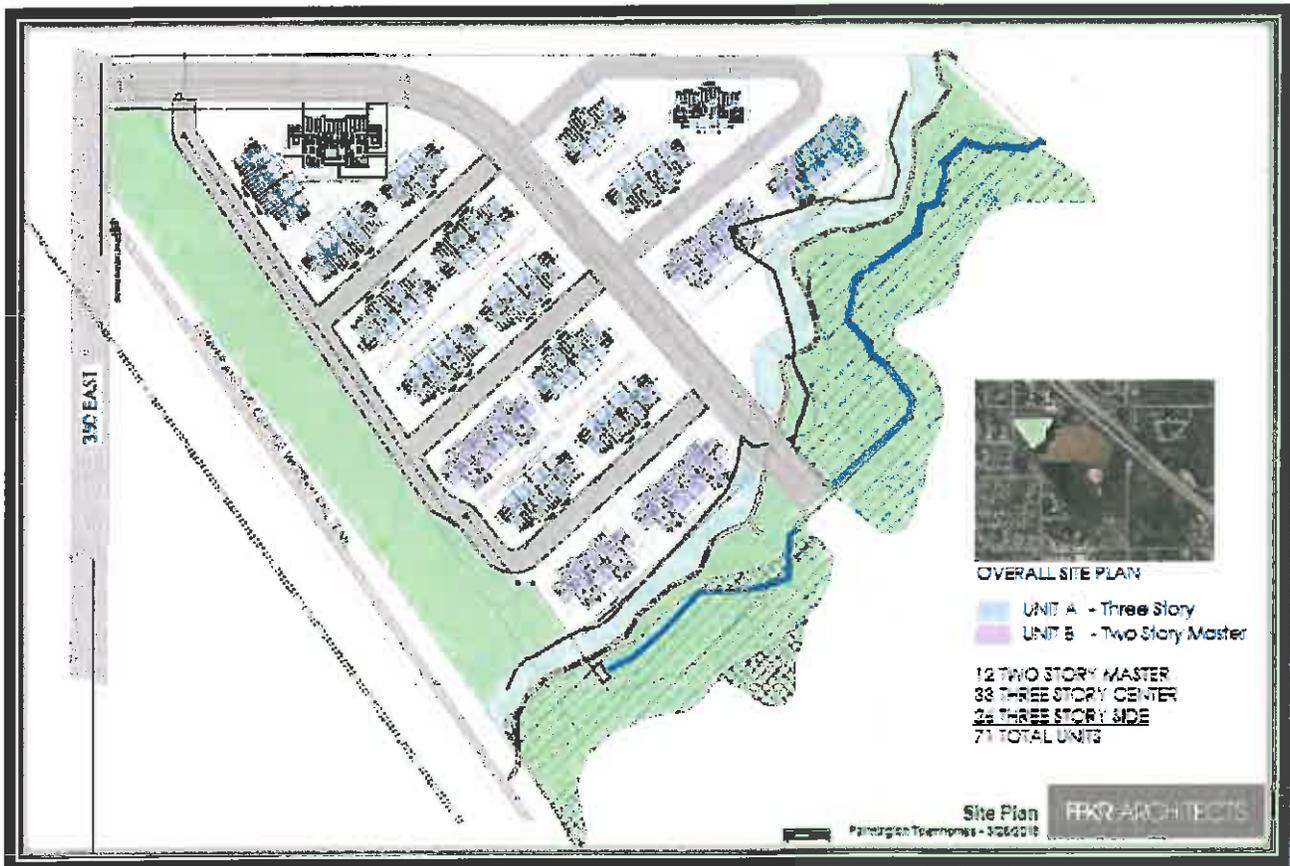
# Proposed Weber Basin Purchase





## Proposed Guest Parking

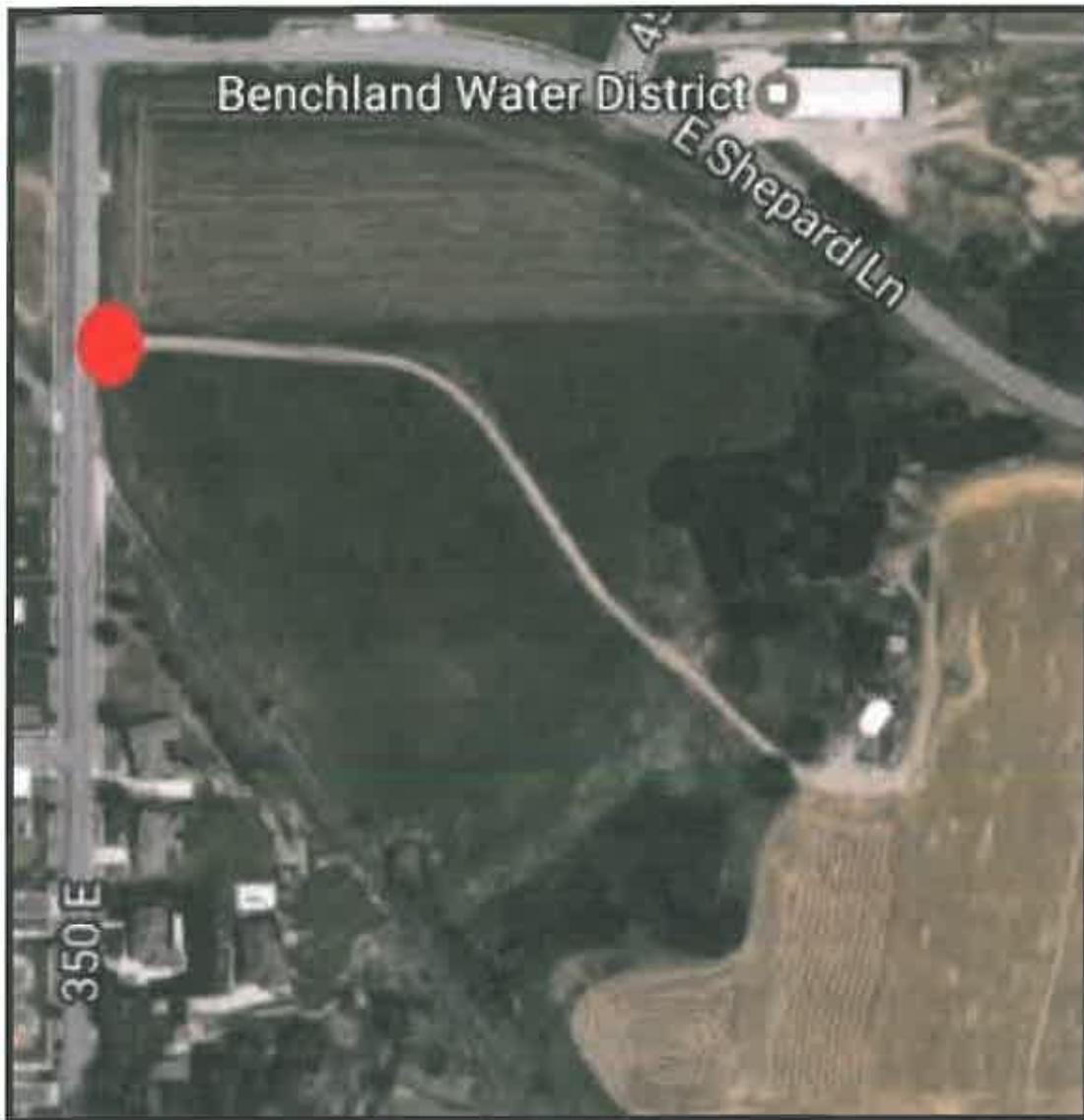
The following site plan shows all of the guest parking. Again, each lot will have a two car garage and driveway for parking.





## C) Circulation Plans

*Existing Access From 350 East*



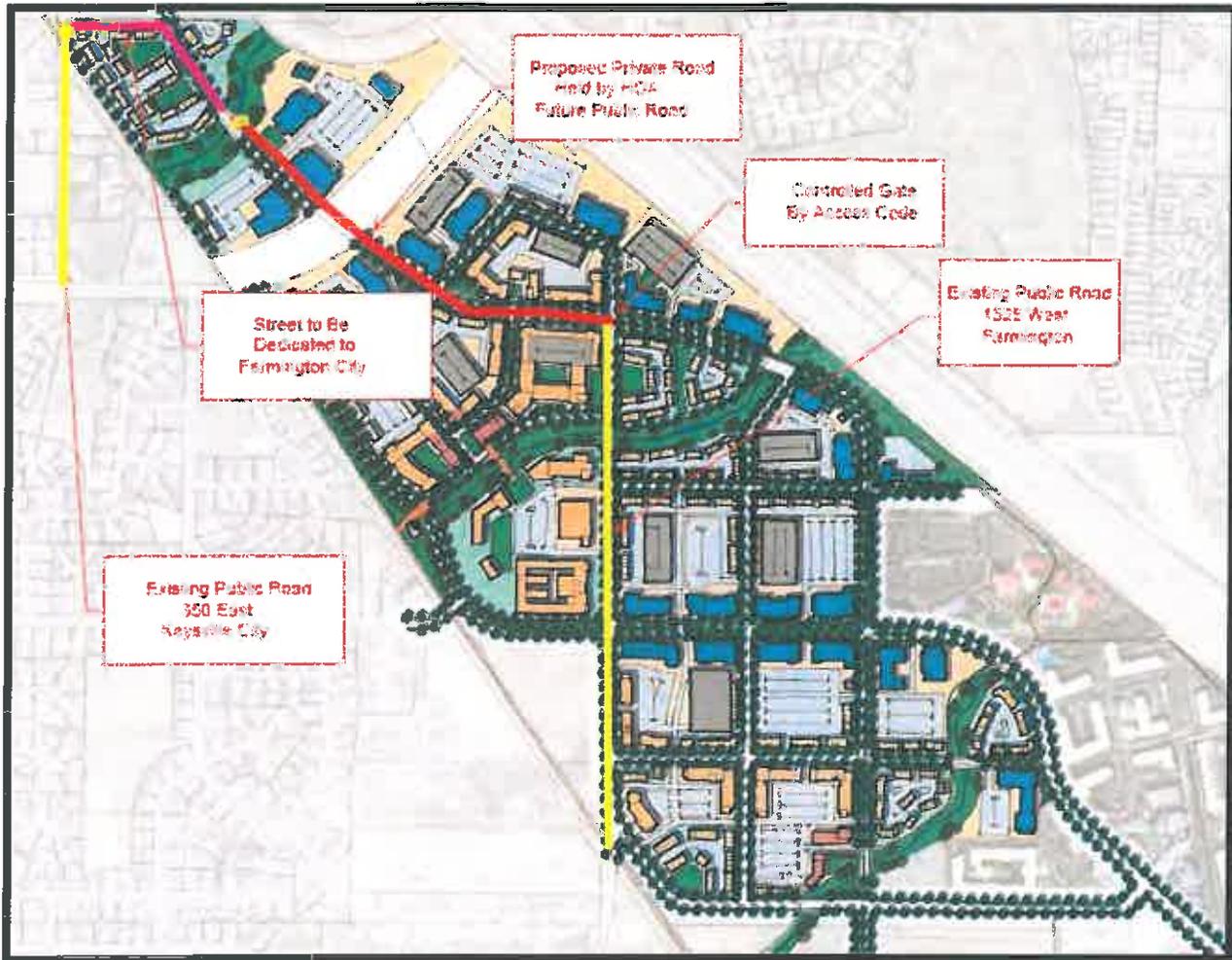


*950 North Map*  
*Proposed Secondary Access – Option 1*





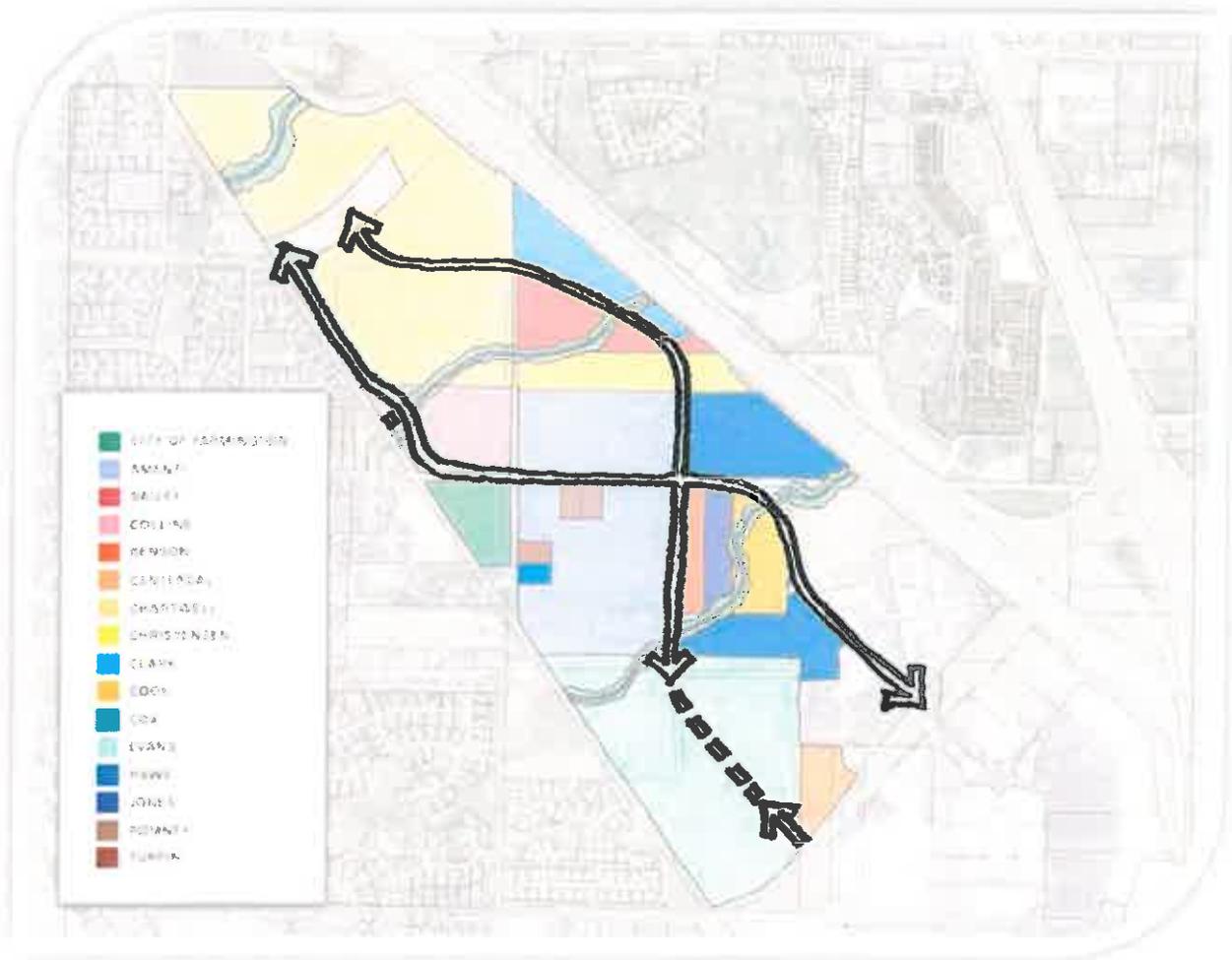
*1525 West Map  
Proposed Secondary Access – Option 2*





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

STAY FARMINGTON, LLC





# Vehicular Maps – Bus Transit Map

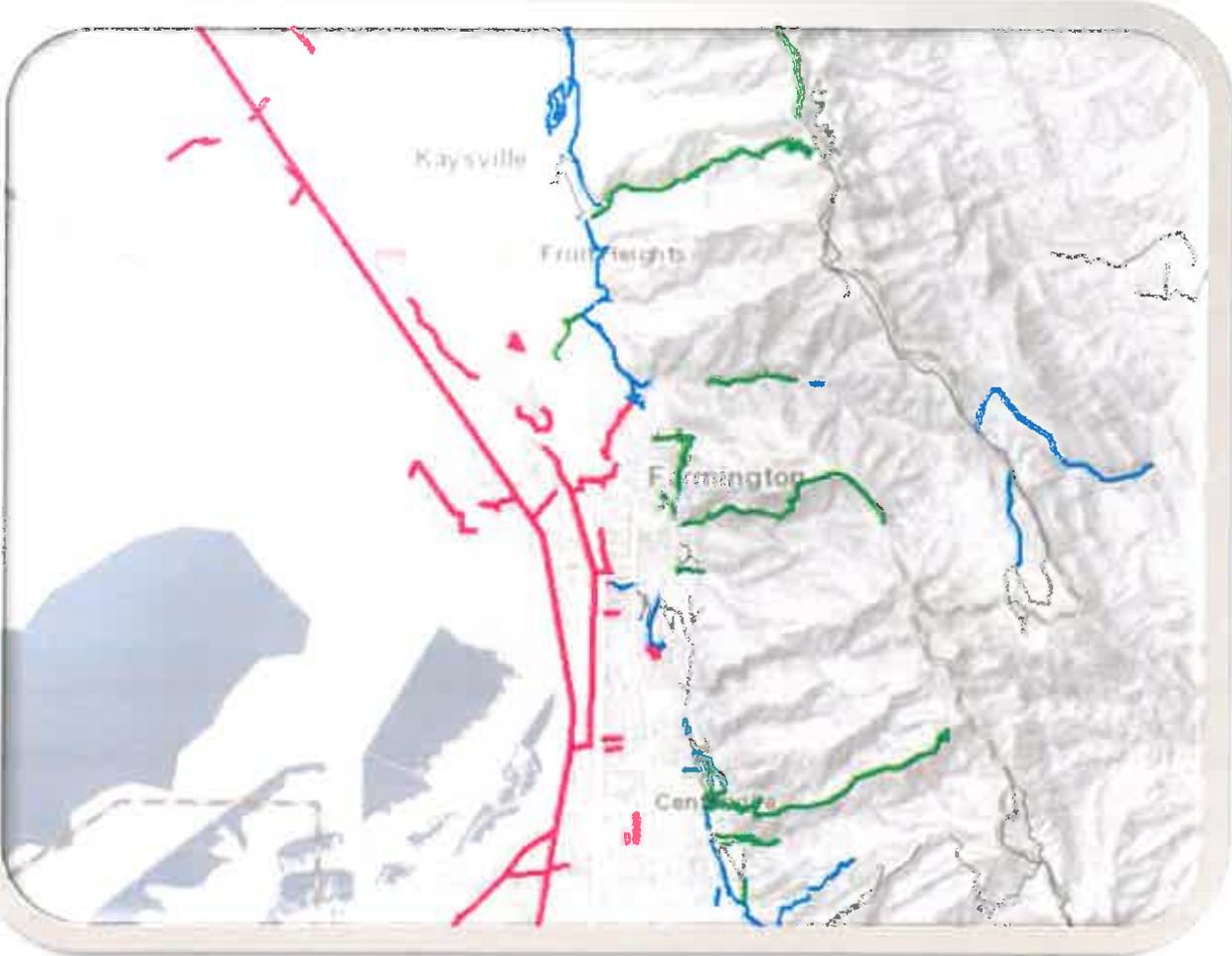
STAY FARMINGTON, LLC





*Regional Bicycle Map*

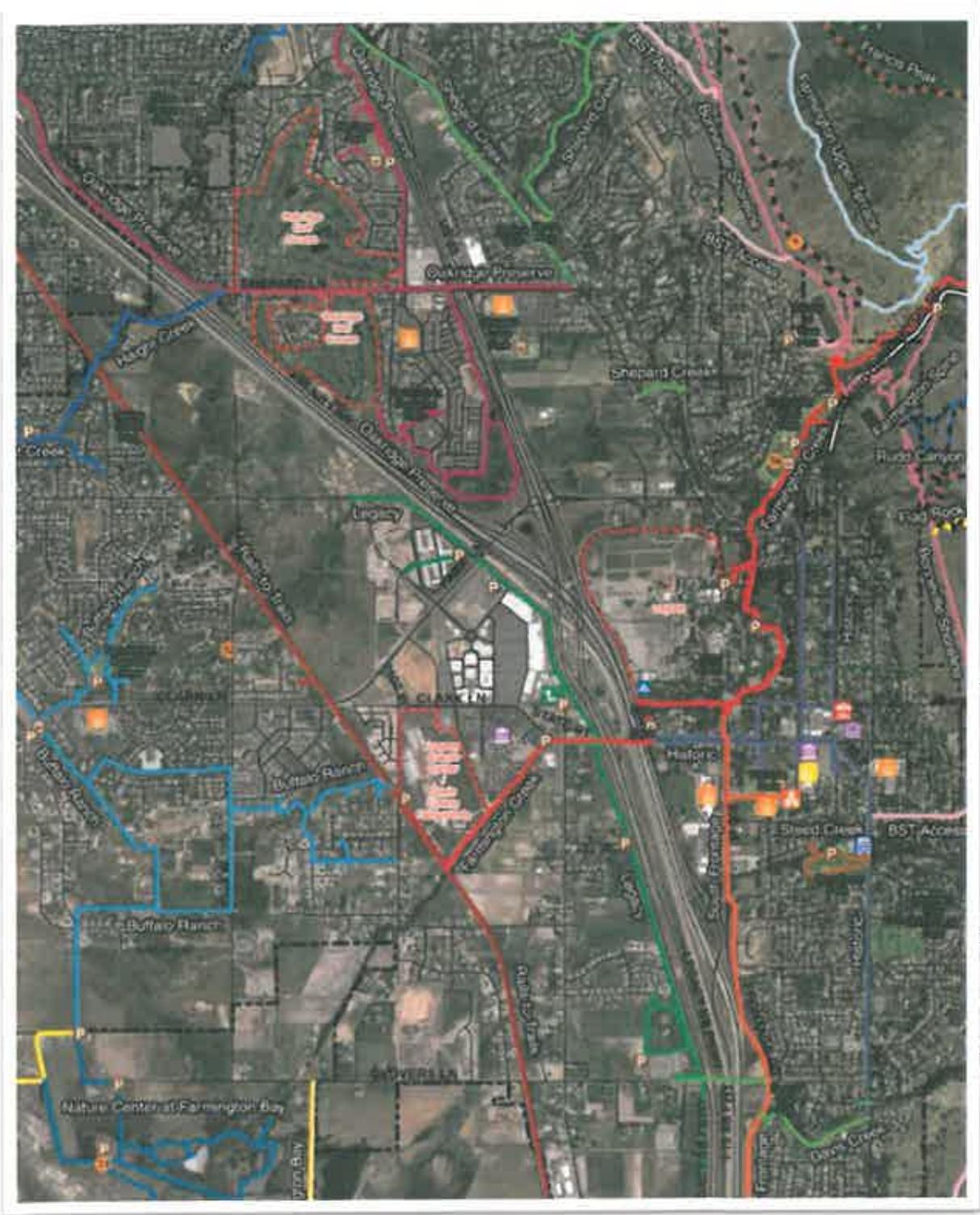
STAY FARMINGTON, LLC





Regional Trails Map

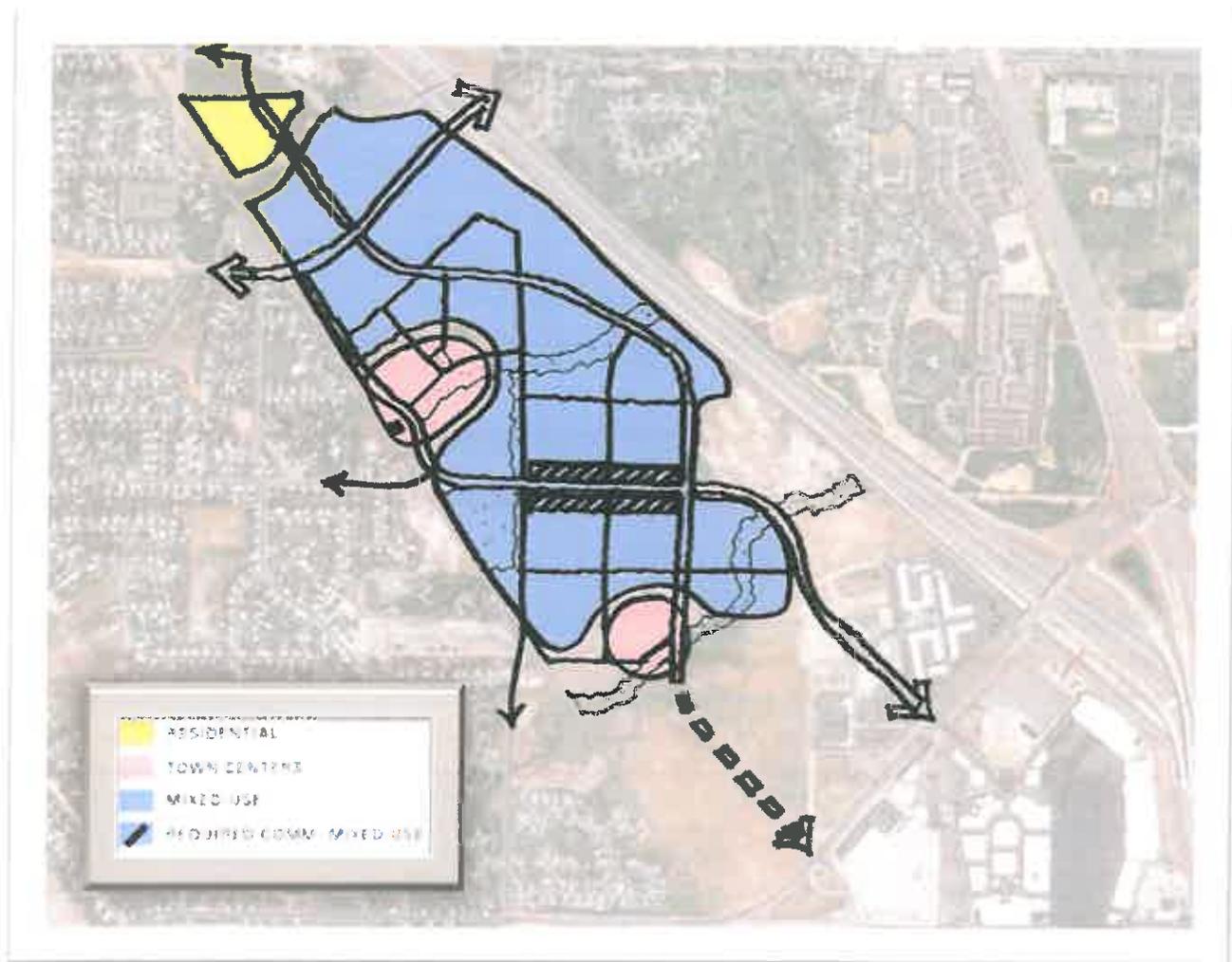
STAY FARMINGTON, LLC





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

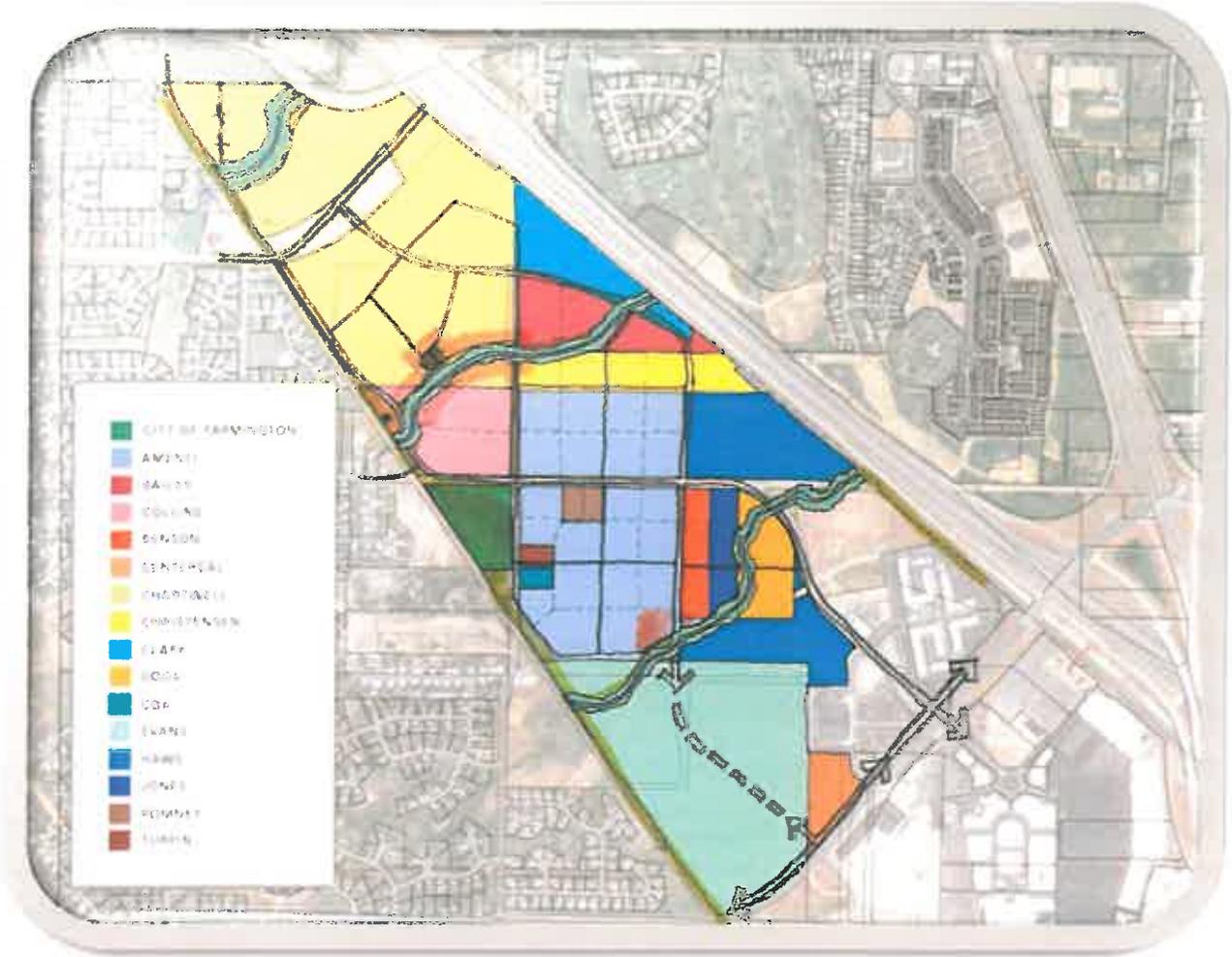
*Land Use Plan Showing Connection to Park Lane, I-15 & Shepard Lane*





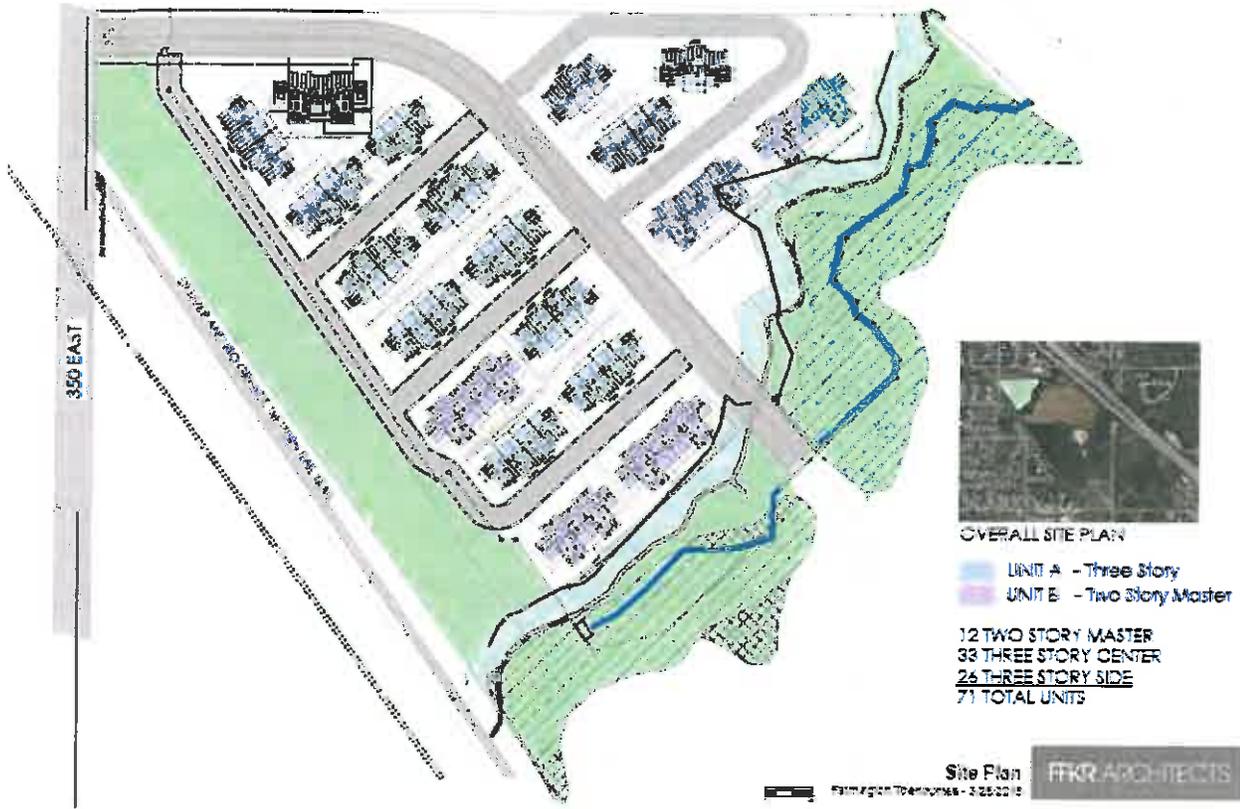
*Concept Diagram with Property Lines Delineated*

STAY FARMINGTON, LLC



# Concept Site Plan

STAY FARMINGTON, LLC





## E) Open Space Concept Maps

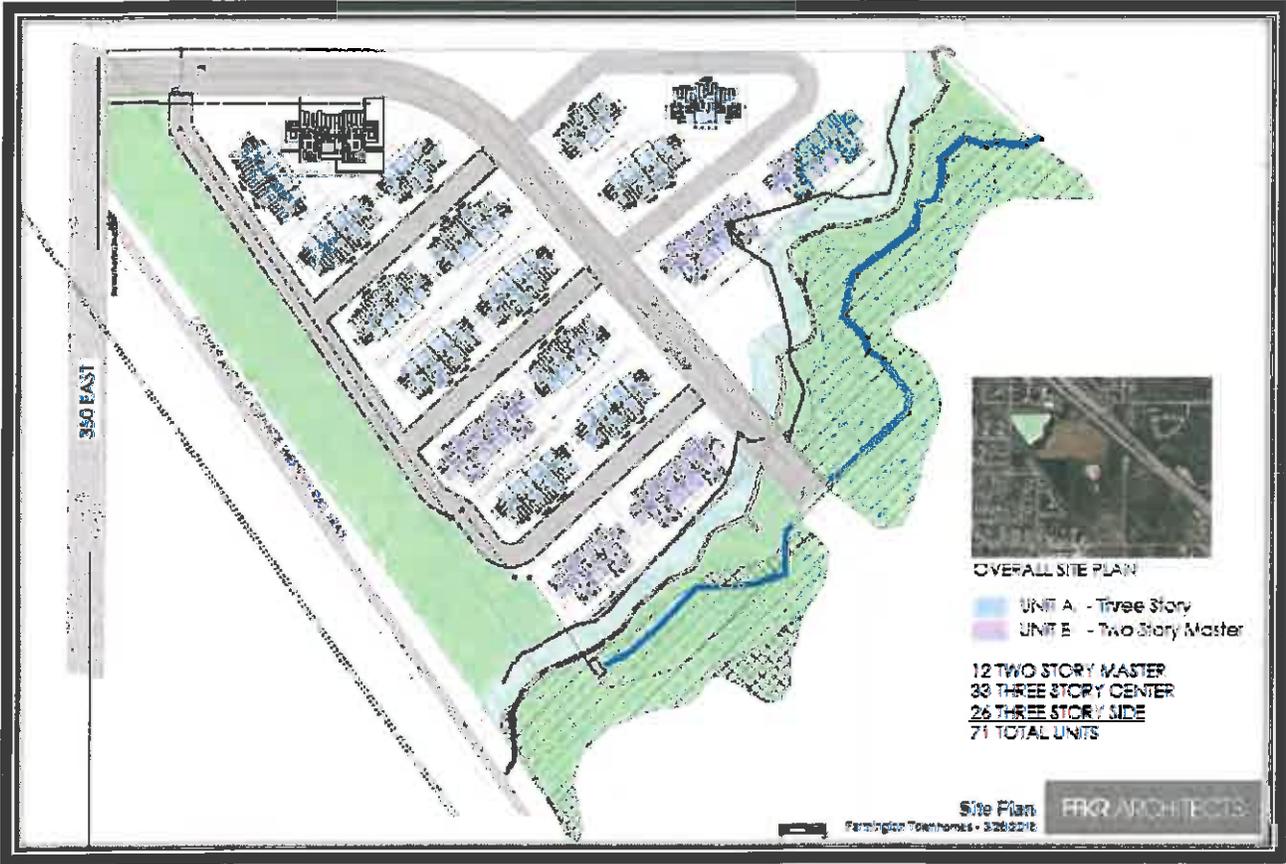
### *Open Space Framework*





*Open Space on Site in Green*

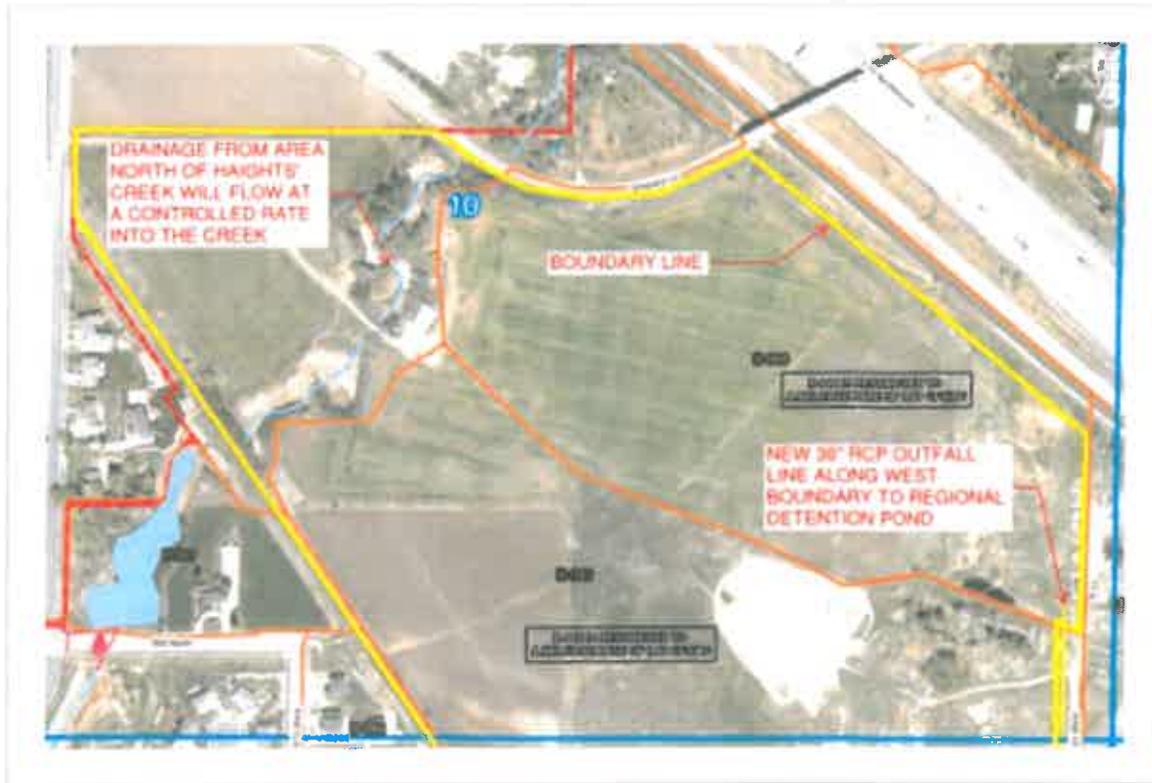
STAY FARMINGTON, LLC





## F) Regional Storm Drain & Public Utilities

### *Proposed Storm Drain into Haight's Creek*





*Existing Sanitary Sewer*

STAY FARMINGTON, LLC

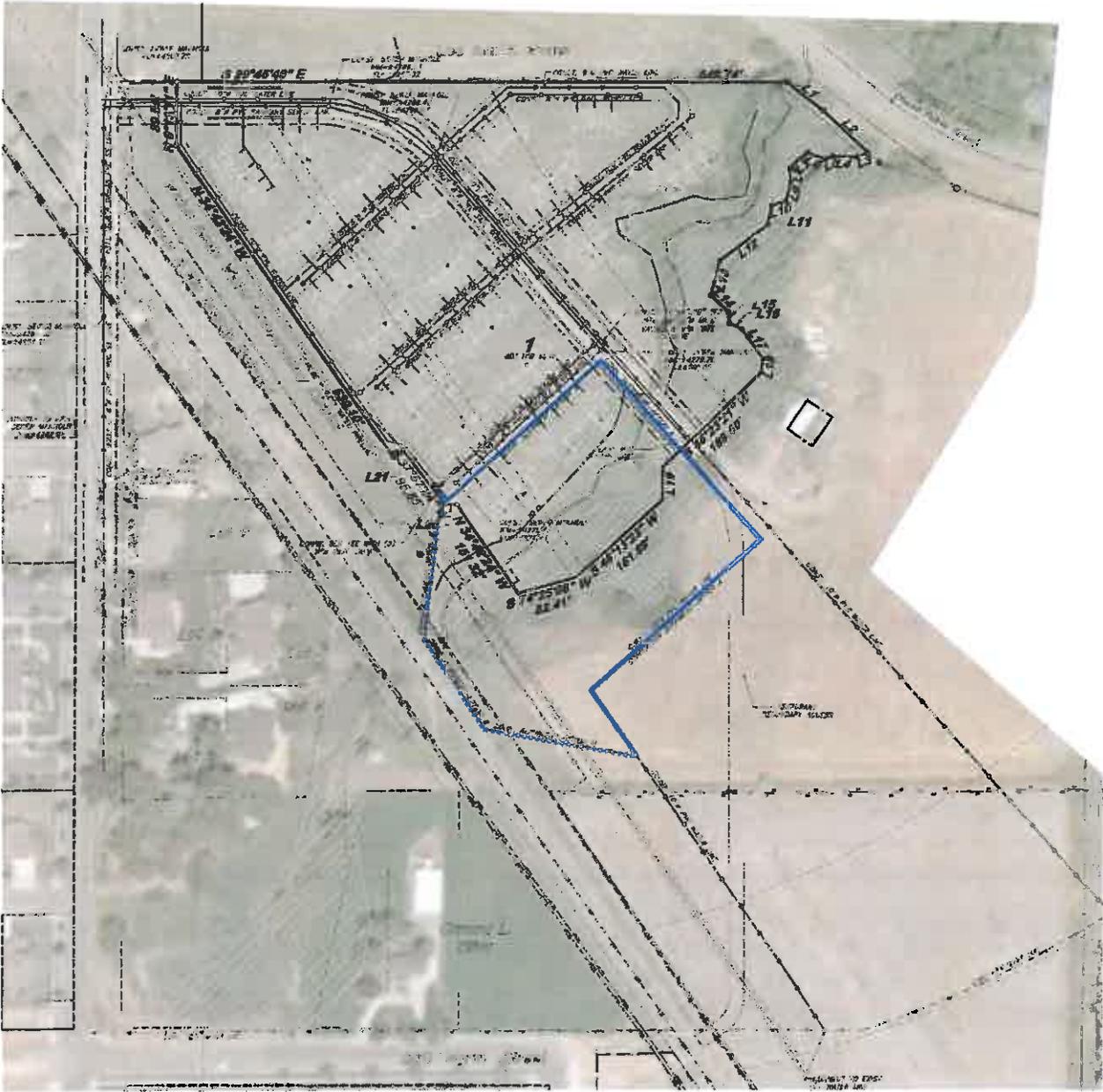






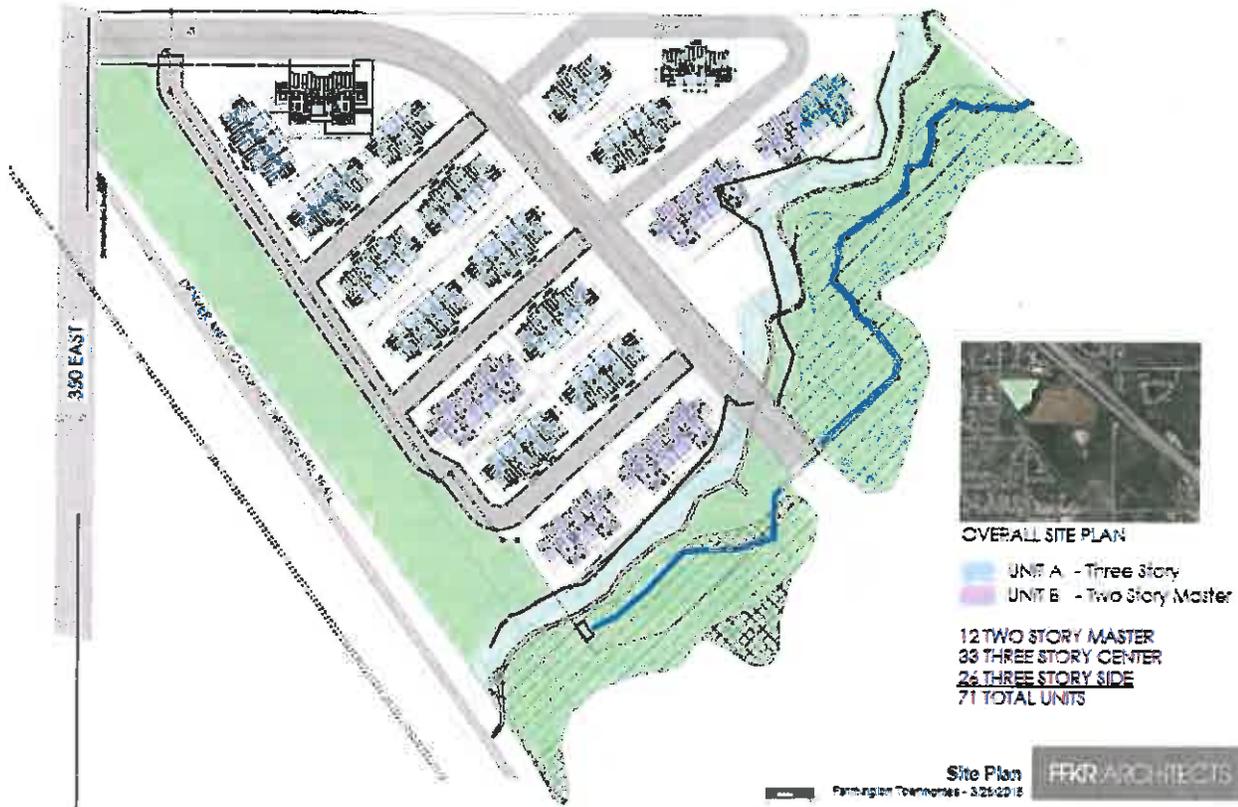
*Waterline and Sewer Outfall – Proposed*

STAY FARMINGTON, LLC





## G) Map Showing Block Plans Deviating from Regulations

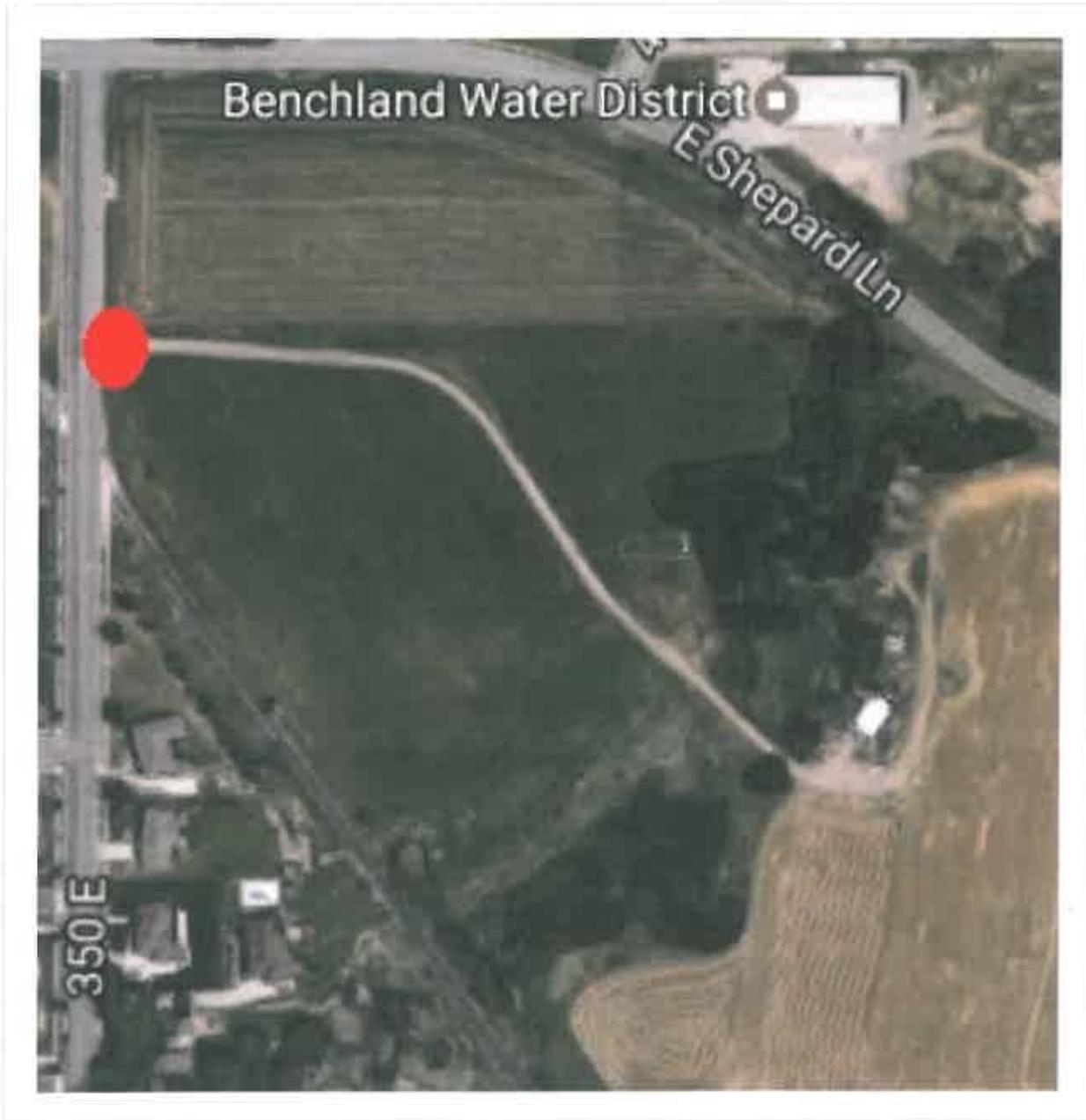


The entire layout deviates from the street infrastructure in the OMU zone but works for a residential sub-division.



## H) Preliminary Transportation Network

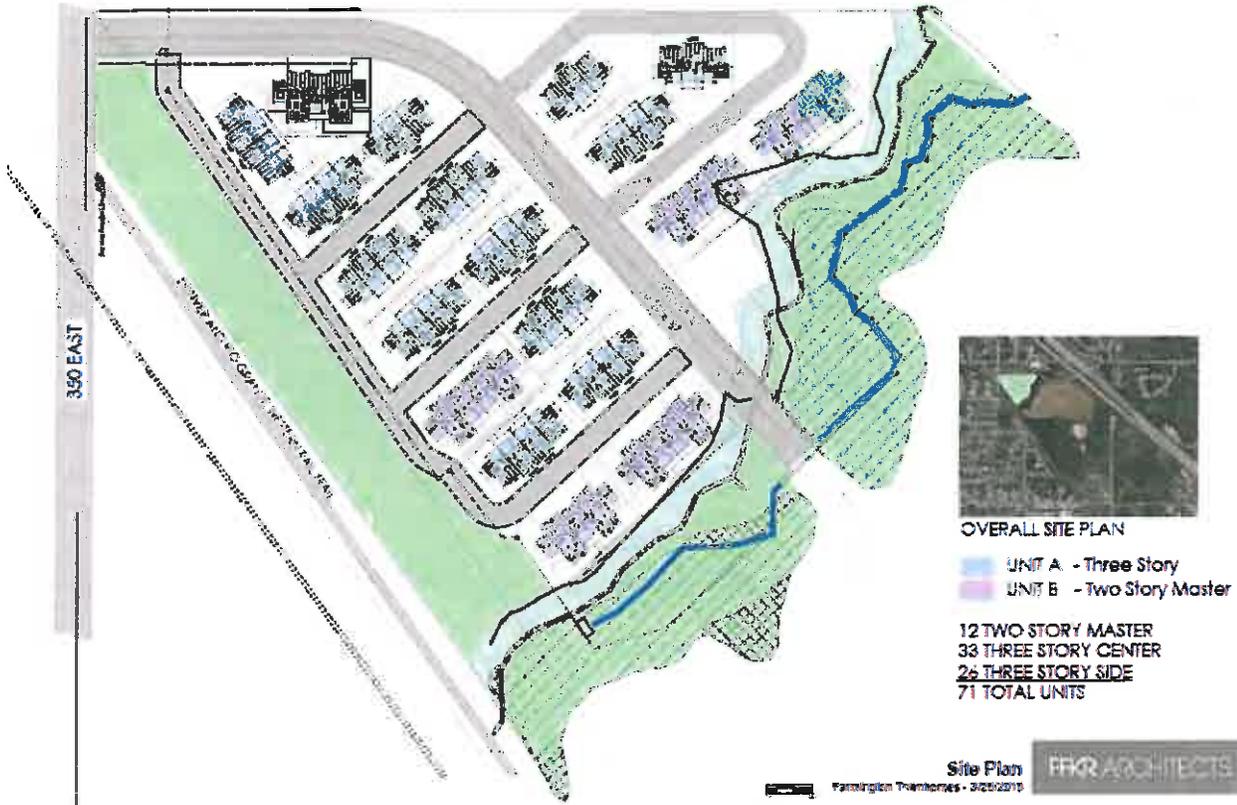
*Existing Access from 350 East – Shown with Red Dot*



Existing access to existing farming facility

*Proposed Internal Circulation*

STAY FARMINGTON, LLC



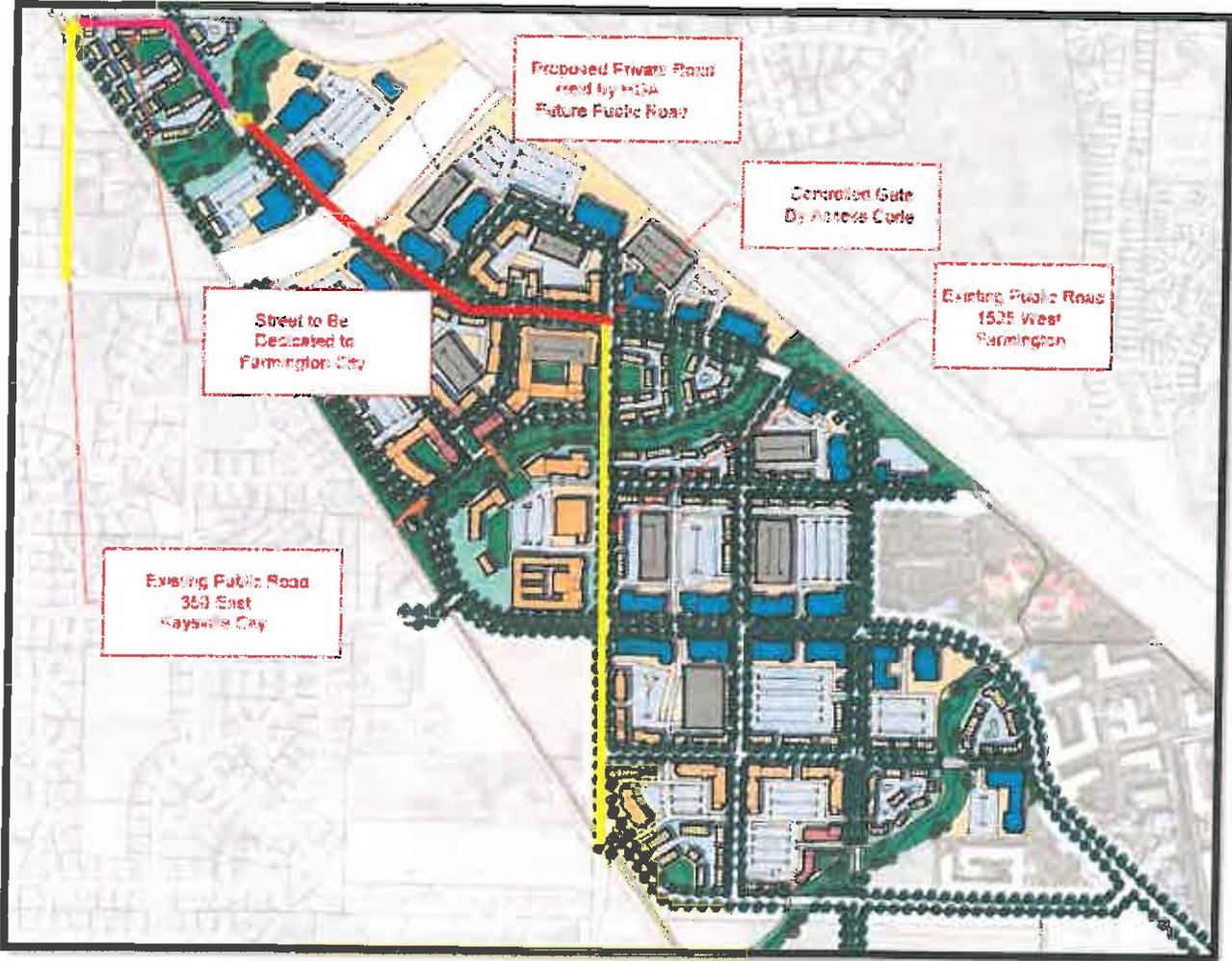


**950 North Map**  
**Proposed Secondary Access – Option 1**





**1525 West Map**  
**Proposed Secondary Access – Option 2**



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

STAY FARMINGTON, LLC

August 14, 2017

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



### Introduction

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



Figure 1: Townhouse North Station – Farmington, Utah

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

1



Figure 2: Proposed Roadway Connection

**Trip Generation**

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

**Site Traffic Projections**

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

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



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

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

3



Suburban				Rural				Urban / CBD			
<b>LOS E</b>				<b>LOS E</b>				<b>LOS E</b>			
2 Lane	NA	15,000	15,000	2 Lane	NA	10,000	10,000	2 Lane	NA	10,000	10,000
3 Lane	NA	15,000	15,000	3 Lane	NA	10,000	10,000	3 Lane	NA	10,000	10,000
4 Lane	NA	15,000	15,000	4 Lane	NA	10,000	10,000	4 Lane	NA	10,000	10,000
5 Lane	NA	15,000	15,000	5 Lane	NA	10,000	10,000	5 Lane	NA	10,000	10,000
6 Lane	NA	15,000	15,000	6 Lane	NA	10,000	10,000	6 Lane	NA	10,000	10,000
7 Lane	NA	15,000	15,000	7 Lane	NA	10,000	10,000	7 Lane	NA	10,000	10,000
8 Lane	NA	15,000	15,000	8 Lane	NA	10,000	10,000	8 Lane	NA	10,000	10,000
<b>LOS D</b>				<b>LOS D</b>				<b>LOS D</b>			
2 Lane	NA	10,000	10,000	2 Lane	NA	10,000	10,000	2 Lane	NA	10,000	10,000
3 Lane	NA	10,000	10,000	3 Lane	NA	10,000	10,000	3 Lane	NA	10,000	10,000
4 Lane	NA	10,000	10,000	4 Lane	NA	10,000	10,000	4 Lane	NA	10,000	10,000
5 Lane	NA	10,000	10,000	5 Lane	NA	10,000	10,000	5 Lane	NA	10,000	10,000
6 Lane	NA	10,000	10,000	6 Lane	NA	10,000	10,000	6 Lane	NA	10,000	10,000
7 Lane	NA	10,000	10,000	7 Lane	NA	10,000	10,000	7 Lane	NA	10,000	10,000
8 Lane	NA	10,000	10,000	8 Lane	NA	10,000	10,000	8 Lane	NA	10,000	10,000
<b>LOS C</b>				<b>LOS C</b>				<b>LOS C</b>			
2 Lane	NA	10,000	10,000	2 Lane	NA	10,000	10,000	2 Lane	NA	10,000	10,000
3 Lane	NA	10,000	10,000	3 Lane	NA	10,000	10,000	3 Lane	NA	10,000	10,000
4 Lane	NA	10,000	10,000	4 Lane	NA	10,000	10,000	4 Lane	NA	10,000	10,000
5 Lane	NA	10,000	10,000	5 Lane	NA	10,000	10,000	5 Lane	NA	10,000	10,000
6 Lane	NA	10,000	10,000	6 Lane	NA	10,000	10,000	6 Lane	NA	10,000	10,000
7 Lane	NA	10,000	10,000	7 Lane	NA	10,000	10,000	7 Lane	NA	10,000	10,000
8 Lane	NA	10,000	10,000	8 Lane	NA	10,000	10,000	8 Lane	NA	10,000	10,000

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

Please contact me with any questions.

Sincerely,  
A-Trans Engineering

Joseph Perrin, PhD, PE, PTOE  
Principal



## I) Existing Structures



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



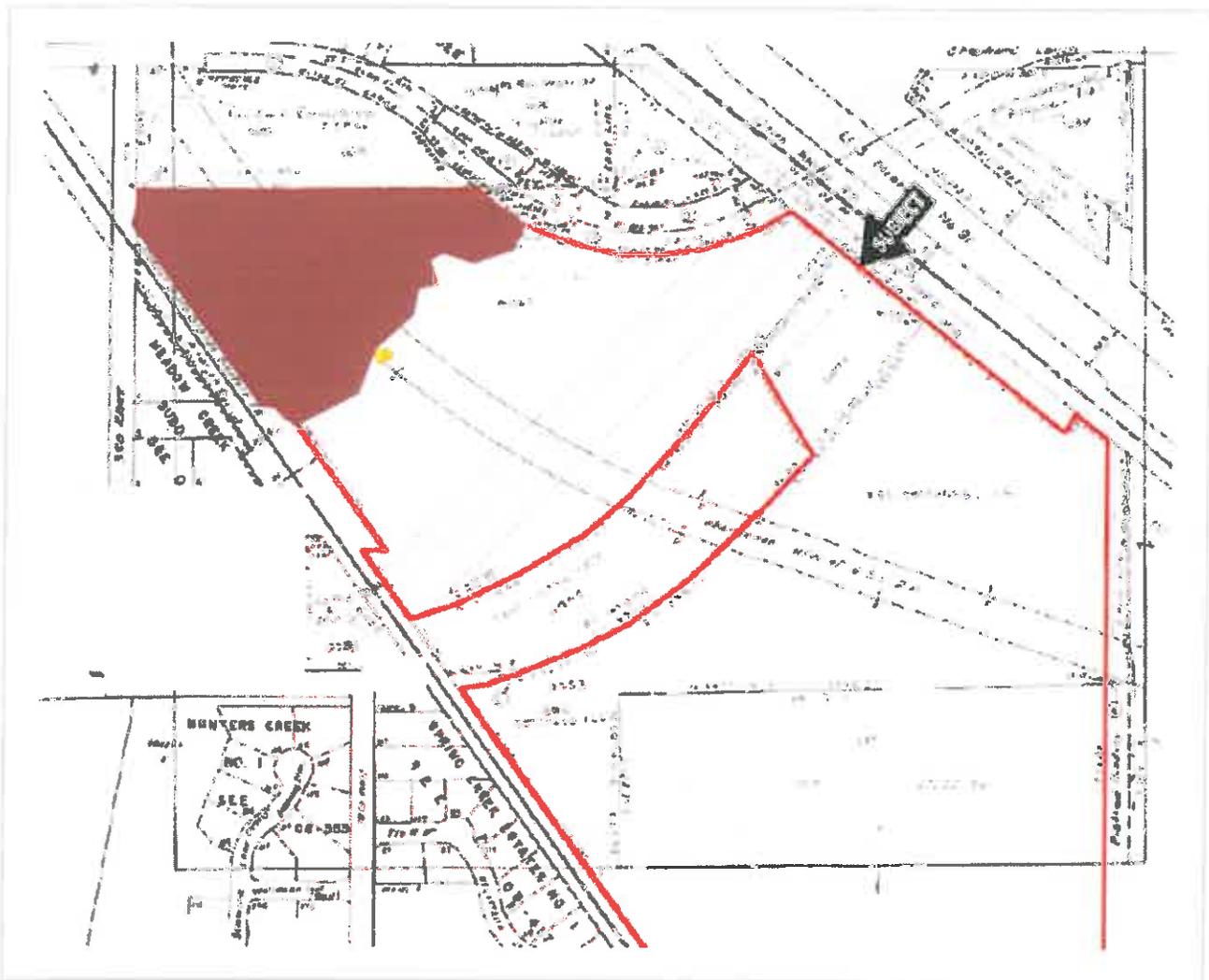
## J) Sequence and Timing of Improvements

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



## K) Boundaries of the Subject – Plat Map

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



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



*Aerial of Existing Property*

STAY FARMINGTON, LLC



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



## I) Other Information Requested

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



# ILLUSTRATIVE PLAN

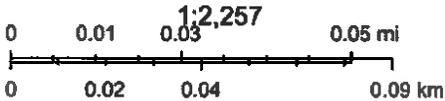
I DECEMBER 2016  
NORTH STATION MASTER PLAN | FARMINGTON, UTAH

# Farmington City Information



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

- Farmington City Boundary
- Parcels



CITY COUNCIL AGENDA

For Council Meeting:  
August 21, 2018

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

It is requested that City Manager Dave Millheim give the invocation to the meeting and it is requested that Mayor Jim Talbot 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



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

## City Council Staff Report

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

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: August 21, 2018  
SUBJECT: **650 West Concrete Project**

### RECOMMENDATION

City Staff recommends that Ross Campbell is awarded the concrete work along 650 West south of Glovers Lane.

### BACKGROUND

The 650 West Sidewalk project is moving forward but there is a shortage of Tiger Grant funds to complete the project. Below is a breakdown of the funds received:

- 650 West / Glovers Sidewalk - \$928,082
- Frontage Road Sidewalk - \$180,463
- State Street / Frontage Road Flashing Beacons - \$29,398
- Clark Lane / Movie Theater Flashing Beacons - \$28,528
- Front Runner ADA ramps and Cross Walk - \$10,939
- Clark Lane Bike Lanes - \$27,589

Due to an increase in construction costs over the 2 years of getting the grant awarded, Federal requirements, and other factors the project cost has exceeded the funds available. After design costs, public involvement costs, project management costs, and the project costs along the high school frontage there is only \$543,602 allocated funds remaining for 650 West. The cost to complete the sidewalk along 650 West from Glovers Lane to 250 South along both sides of the road is \$ 773,000. It is proposed that the remaining projects funds of \$276,917 be allocated to the 650 West project to finish as much of the project as possible.

The City can then use remaining proposition 1 funds to begin finishing the sidewalk on 650 West, Glovers Lane, and completing the Tiger Projects as funds are available and without the expensive Federal requirements.

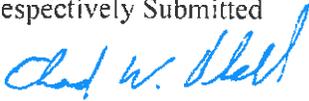
Ross Campbell does a lot of the City's miscellaneous concrete work, he has provided the City with a proposal to complete the sidewalk and driveways south of Glovers Lane along 650 West excluding the 2 corner properties for \$81,480. City staff will approach other concrete contractors

to obtain quotes to do the sidewalk on the south side of Glovers and on the missing portions along the frontage road. As those proposals are received Staff will return to the City Council for their approvals.

#### SUPPLEMENTAL INFORMATION

. » Campbell Proposal

Respectively Submitted



Chad Boshell, P.E.  
City Engineer

Reviewed and Concur



Dave Millheim  
City Manager



# Campbell's Concrete

Ross Campbell - Owner  
1058 South 650 West  
Farmington, UT 84025  
(801) 451-2678 Fax: (801) 447-3546  
Cell: (801) 540-3160

## BID CONTRACT

Date: 8-3-18

Name: Kalamazoo City Chad Boshell

Billing Address: \_\_\_\_\_

Job Site Address: \_\_\_\_\_

Phone: 801-451-2624 Other: \_\_\_\_\_

Description: WALK ON ROAD 650 W. ON THE SOUTH END.

W. side  
110850. Wickes - \$3,780.00 - 1070-50. \$2,240.00 - 1060-50. \$3,200.00  
1058-50. \$1,855.00 - 1042-50. \$4,540.00 - 1012-50. \$3,425.00

100450 - \$12,160.00 (Tom Hackling)

E. side 108150. \$1,770.00 - 106350. (Karlene Alwood)

7675.00 - 1037 - \$9,335.00 (John Kratzek)

100150. 3,100.00 (Dee Latson)

City sidewalk. 1080 1/2 - 5400 5/8 = \$32,400.00 Total: \$49,080.00

In consideration of the above performed, five, the undersigned property owner (s), jointly and severally agree to pay Campbell's Concrete for their work the sum of (\$ 49,080.00) payment to be made as follows. For value received: (1) Down Payment with this order \$ \_\_\_\_\_ and \$ 49,080.00 cash upon completion

Bid good through \_\_\_\_\_

Total - For all - \$81,480.00?

This contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing, signed by all parties. Labor is estimated only. Any unforeseen problem will be an additional charge. Campbell's Concrete's lien rights are fully enforced and Buyer agrees to pay attorney fees and 24% annual finance charge before and after judgment in the event of collection. Campbell's Concrete will not assume liability for property line location or setback requirements. Campbell's Concrete will not assume liability for damage caused by cement truck, but will replace damaged concrete for an additional charge.

Ross Campbell 8-3-18  
Ross Campbell

Owner \_\_\_\_\_

Owner \_\_\_\_\_

Date Contract Accepted \_\_\_\_\_

## CITY COUNCIL AGENDA

For Council Meeting:  
August 21, 2018

**S U B J E C T: Zone Text Amendment of Regulating Plan**

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

Staff recommends that the City Council approve the enclosed enabling ordinance amending Section 11-18-040 of the Zoning Ordinance related to the Regulating Plan, including findings for approval 1-3.

### **GENERAL INFORMATION:**

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

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



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

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

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: August 21, 2018

SUBJECT: **ZONE TEXT AMENDMENT OF REGULATING PLAN**  
Applicant: **Farmington City**

### RECOMMENDATION

Move that the City Council approve the enclosed enabling ordinance amending Section 11-18-040 of the Zoning Ordinance related to the Regulating Plan.

#### Findings for Approval:

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

### BACKGROUND

In early 2017, the City Council approved a zone text amendment altering the Regulating Plan to be more consistent with the North Station Small Area Master Plan that was approved as an amendment to the General Plan. The Regulating Plan and associated text in Section 11-18-040 of the Zoning Ordinance were amended on **February 6, 2018** to change two things: 1) at the recommendation of the City Traffic Engineer, Burke Lane was straightened out and the road that is on the northwestern boundary of the project was aligned to "T" into Burke Lane. And 2) the City created a new road classification for this northwestern boundary road entitled Local Primary Road, whereby it limited the heights of buildings that front the street, creating an additional buffer to residential neighborhoods to the west. At the time of that approval, it was understood that as separate phases for the North Station project were reviewed, there would inevitably be changes to the Regulating Plan to accommodate the refinements and additional detail requisite to each individual site plan.

The proposed zone text amendment reflects the North Station Phase I Project Master Plan by making the road connect to 350 South in Kaysville instead of Shepard Lane, as it is currently shown on the codified Regulating Plan that was adopted earlier this year.

The intent of the Regulating Plan is to provide a high-level planning document for the road network, and to be flexible where necessary as future development occurs. The overarching goal of the Regulating Plan is to disperse traffic impacts evenly across the system, control block size, enhance circulation, improve connectivity and walkability, enable a human-scale built environment, and provide for a development pattern that is congruous with a vibrant live/work/play employment district. The proposed changes to the Regulating Plan meet the intent of Section 11-18-040 of the Zoning Ordinance.

At the **July 19, 2018** Planning Commission meeting, there was very little discussion on this item, as it was tied to the North Station Phase I PMP, and the Planning Commission unanimously recommended the zone text amendment changing the regulating plan as written in the staff report.

Supplemental Information

1. Current Regulating Plan (Adopted Early 2018)
2. Proposed Regulating Plan
3. Enabling Ordinance
4. North Station Phase I Site Plan

Applicable Ordinances

1. Title 11, Chapter 6 – Zoning Ordinance and Map Amendments
2. Title 11, Chapter 18 – Mixed Use District

Respectfully Submitted



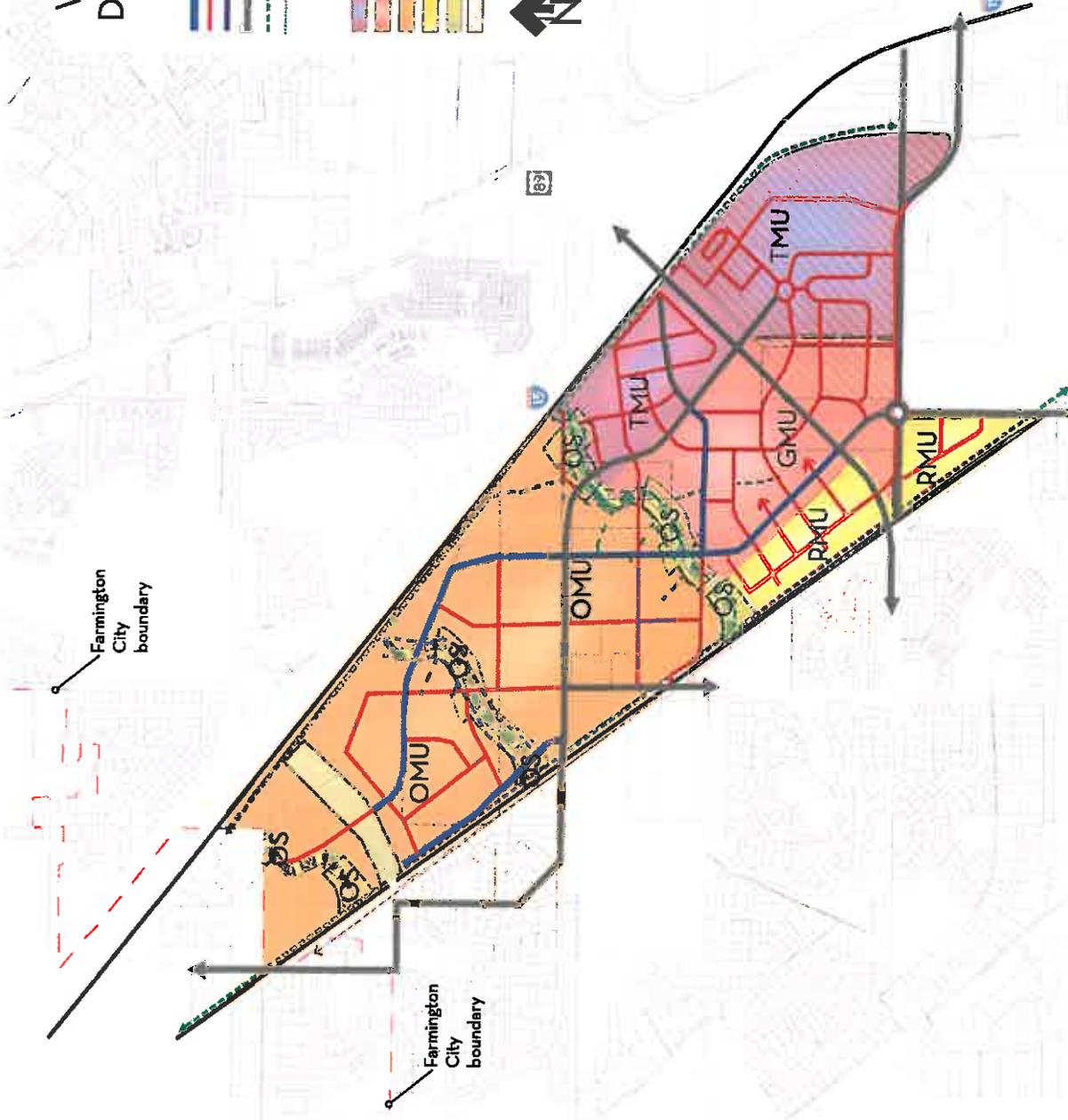
Eric Anderson  
City Planner

Concur



Dave Millheim  
City Manager

# West Farmington Mixed-Use District Regulating Street Plan

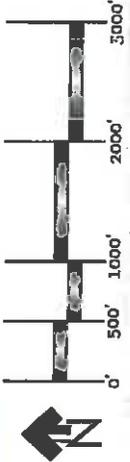


### Street Network

- Principal Road: approx. 64 ft. ROW curb to curb, 2 travel lanes, center median
- Neighborhood Road: approx. 38-32 ft. ROW curb to curb, 2 travel lanes
- Local Primary Road: approx. 35 ft. ROW curb to curb, 2 travel lanes
- Existing Collector Road (Burke Lane, Clark Lane, 1525 West)
- Pedestrian Pathway
- Approximately 100 ft. Riparian Corridor Boundary - Shepard Creek

### Mixed Use Zoning Districts

- Transit Mixed-Use District (TMU)
- General Mixed-Use District (GMU)
- Office Mixed-Use District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space Mixed-Use District (OS)
- Station Park



\* Development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2007 between the City of Farmington and Station Park LLC (the "Station Park Development Agreement"), which Station Park Development Agreement was adopted by the City pursuant to the provisions of Title 11, Chapter 2007. The Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other laws, rules, regulations, codes, ordinances, and policies apply. The Regulating Plan may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not otherwise provided for in the Station Park Development Agreement.

# West Farmington Mixed-Use District Regulating Street Plan

## Street Network

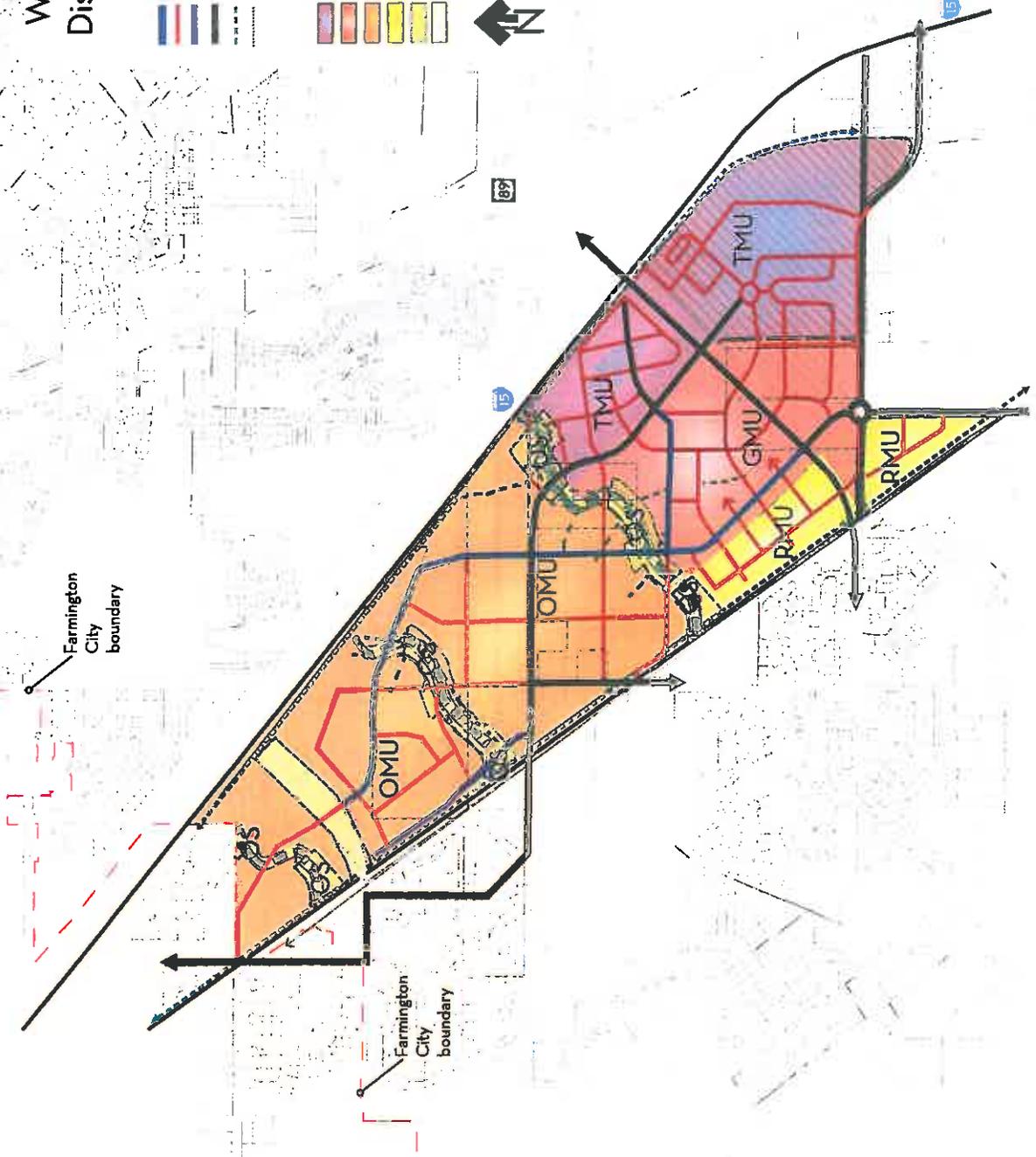
-  Principal Road; approx. 64 ft. ROW; curb to curb; 2 travel lanes, center median
-  Neighborhood Road; approx. 28-32 ft. ROW; curb to curb, 2 travel lanes
-  Local Primary Road; approx. 35 ft. ROW; curb to curb; 2 travel lanes
-  Existing Collector Road (Bulke Lane, Clark Lane, 1523 West)
-  Pedestrian Pathway
-  Approximate 100 ft. Riparian Corridor Boundary, Shepard Cr. sk

## Mixed Use Zoning Districts

-  Transit Mixed-Use District (TMU)
-  General Mixed-Use District (GMU)
-  Office Mixed-Use District (OMU)
-  Residential Mixed-Use District (RMU)
-  Open Space Mixed-Use District (OS)
-  Station Park



\* Development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2007 (the "Development Agreement") between Farmington City and Station Park CenterCall LLC. The Station Park Development Agreement was adopted by the City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2007. The Station Park Development Agreement and approval processes for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. The Station Park Development Agreement and the Station Park Development Agreement and then only to the extent not inconsistent with any continuing rights granted by the Station Park Development Agreement.



Farmington City boundary

Farmington City boundary

**FARMINGTON, UTAH**

**ORDINANCE NO. 2018 -**

**AN ORDINANCE AMENDING THE REGULATING PLAN OF  
THE FARMINGTON CITY ZONING ORDINANCE (ZT-4-18).**

**WHEREAS**, the Planning Commission has held a public hearing in which the proposed amendment to the Regulating Plan and Chapter 18 of the Farmington City Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

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

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

**Section 1. Amendment.** The Regulating Plan, which is as an exhibit to, and is part of, Chapter 18 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 21<sup>st</sup> day of August, 2018.

**FARMINGTON CITY**

---

H. James Talbot, Mayor

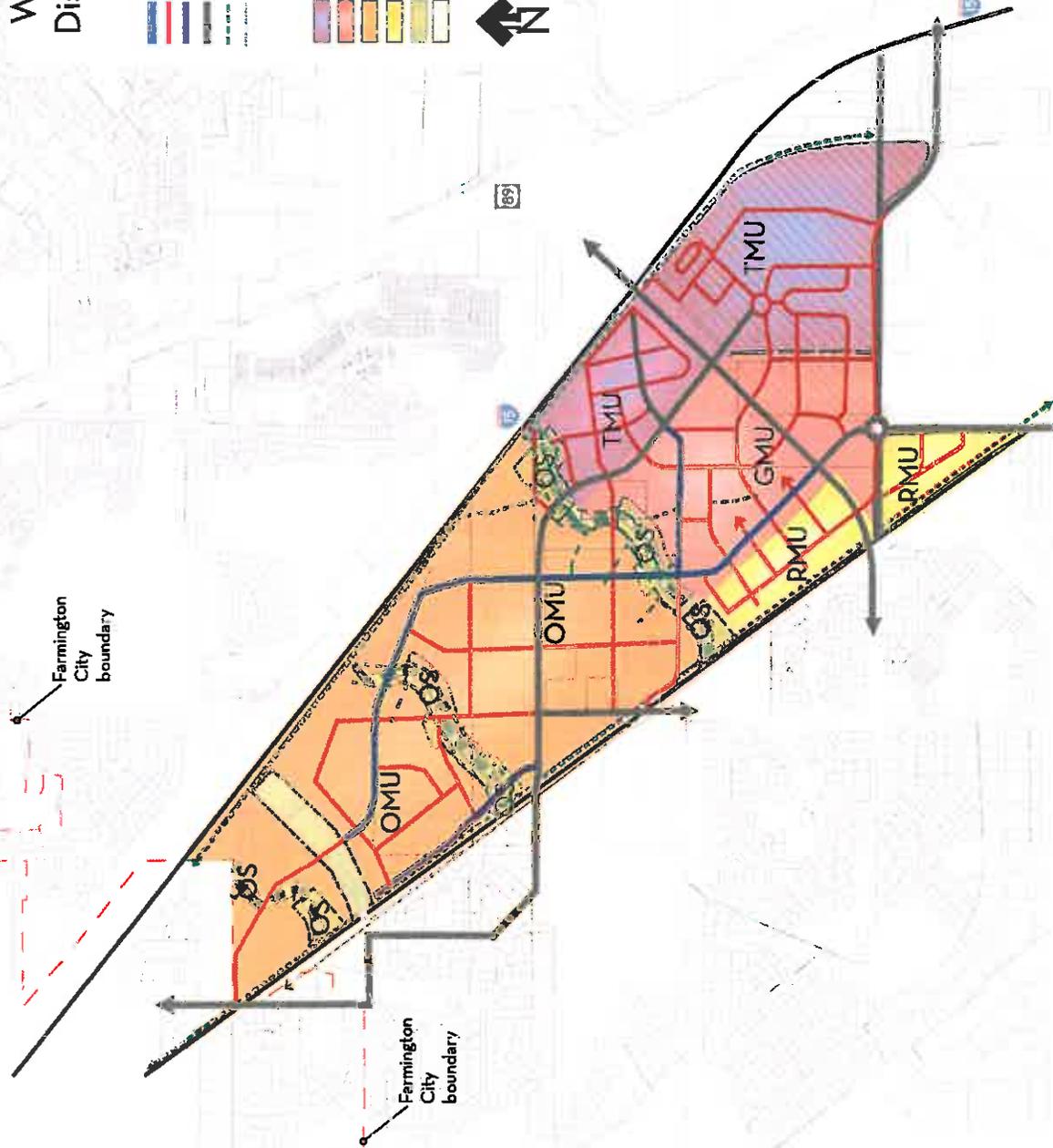
**ATTEST:**

---

Holly Gadd, City Recorder

# EXHIBIT "A"

## West Farmington Mixed-Use District Regulating Street Plan

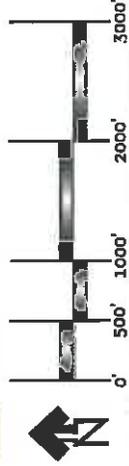


### Street Network

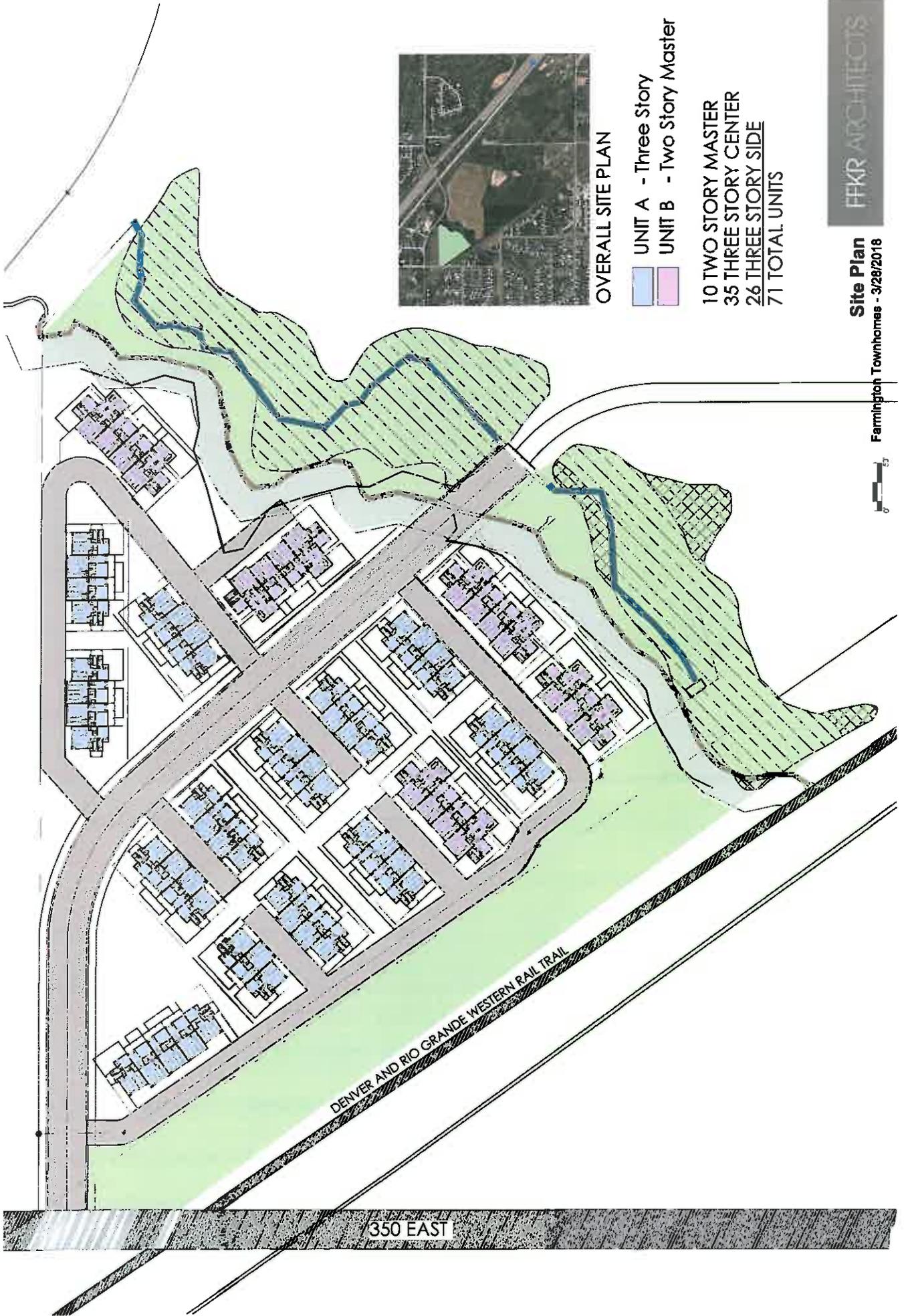
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- Transit Mixed-Use District (TMU)
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\* Development of the Station Park area shall be subject to the Station Park Development Agreement between Farmington City and Station Park Center LLC (the "Station Park Development Agreement"), which Station Park Development Agreement was adopted by Farmington City Council on January 27, 2007. The Station Park Development Agreement contains all applicable development standards and approval procedures for Station Park development and provides the details to which Farmington City ordinances apply to the Station Park area. This Regulating Plan may apply to the Station Park area only after termination of the Station Park Development Agreement and any conflicting rights granted by the Station Park Development Agreement.



FFKR ARCHITECTS

**Site Plan**  
 Farmington Townhomes - 3/28/2018

## CITY COUNCIL AGENDA

For Council Meeting:  
August 21, 2018

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

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

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

## FARMINGTON CITY COUNCIL MEETING

August 7, 2018

### REGULAR SESSION

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

*Excused: Dave Millheim joined that meeting at approximately 7:30 p.m.*

### CALL TO ORDER:

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

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

The invocation was offered by **Mayor Jim Talbot** and the Pledge of Allegiance was led by **Cory Ritz**.

### *Motion:*

**Doug Anderson** moved to consider the Summary Action list ahead of New Business. **Cory Ritz** seconded the motion which was approved unanimously.

### SUMMARY ACTION:

1. Approval of Minutes from July 17, 2018
2. Mountain View Subdivision Final PUD Master Plan
3. Resolution Advocating all Secondary Water Suppliers to Require Meters
4. Resolution Approving the Form of the Lease/Purchase Agreement with Zions Bank (Airpacks & Streetsweeper)
5. Out of State Conference Request

**Rebecca Wayment** moved, with a second from **Doug Anderson**, to approve summary action item 1 through 5 as contained in the staff report.

The motion was approved unanimously.

### NEW BUSINESS:

#### City Council Vacancy Interviews

Mayor **Jim Talbot** introduced the process for filling the City Council Vacancy created by the resignation of **Brigham Mellor**. **Brigham Mellor** was hired by the City to be the new Economic Development Director. **Jim Talbot** praised the applicants and thanked them for applying for the position. He noted that four seats are up for election in November with filing deadlines in June of

2019. Twenty individuals applied for the vacancy and four withdrew prior to the meeting. The candidates were given three minutes to address the Council.

**Jeanie Allen**, 511 South 450 East, reviewed her record of service and experience with legislative issues. She noted that every issue before the City Council is an important one and that she will be committed and responsive. She said that she would read the packets, ask questions and listen to all sides and act on what is best for all of Farmington. She always does her best at everything she does and her service to the City would be no different. She said that being a good leader is sometimes about being a good follower and learning from those with experience.

**John Anderson**, 442 South 10 West, said he has a great love for Farmington and outlined his service with the Historic Preservation Committee. He is experienced in balancing economic development with preservation of historic sites. He said he has developed good relationships with Staff, City Council and Planning Commission, Davis County, and citizens. He said he has the time and energy to serve.

Heather Barnum and Delia Bayna withdrew their applications prior to the meeting.

**Shawn Beus**, 1727 Clark Lane, works for Davis County and has a passion for local government. He said he has a similar working experience and background as **Brigham Mellor**. He said he looked forward to working on property rights issues. He described himself as a tenacious collaborator. He is seeking a Masters of Human Resources and would like to lend his talents to the City, if chosen.

**Aaron Biesinger**, 864 W Country Lane, he said that he wants to find the best ways to solve problems and related that to his work as an engineer. He solves things by getting into the details. He has lived in Farmington since 2004 and wants to continue making Farmington a great place to live. He addressed continued growth and said he works with developers and contractors and will be able to communicate with them.

**Rick Cline**, 545 West 1400 North, reviewed his work and education background. He has experience managing a \$1M budget, and has served on various Boards. He wants to serve the residents and local businesses to make decisions for the betterment of Farmington, not just those with the loudest voices.

**Lincoln Bryce Crowley**, 1743 W Spring Meadow Lane, outlined his involvement at Council and Planning Commission meetings. He wants to be a part of making the community better. He is a local business owner, a recent resident for four years and previously grew up in Farmington. He said he is a passionate straight-shooter and not a politician. He wants to find solutions. He appreciated the resolution related to water meters. He said that he has been involved in trying to understand recent issues and wants to be more involved.

**Richard Dutson**, 2083 Summerwood Drive, previously served 8 years on the City Council. He talked about how his experience will help with the development of the Business Park. He suggested Tax Increment Financing to establish infrastructure in the Business Park. He said he is a collaborator, and that his professional connections will be helpful moving forward.

Paulynn Hacking withdrew her application prior to the meeting.

**Michael Hepworth**, 1703 W Spring Meadow Lane, identified himself as a Farmington native and said that the City means a lot to him and his family. He was complimentary of the work the Council has done. He is an attorney, a partner with real estate developers and a real estate broker. This experience will help as Farmington continues to develop. He has skills as a negotiator and deals fairly with people.

**Wes Holmes**, 39 West 620 South, said that he is a long-time resident of Farmington and would now like to give back as he is retired. He said that he does not have an agenda, and likes to observe, study and contemplate. He wants to preserve the "Farmington way of life." He reviewed some of his volunteer experience. He said his time is flexible and will be committed to doing the job as best as he can and will not shrink from tough decisions.

**Jon Hunter**, 1752 Ramsgate Road, said that he built a home in Spring Creek in 2008 but now lives in the Somerset area. He has grown to love the City. He said that it is unlike him to apply for a position. He said that the Mayor and the City Council have become "enemies" to citizens and that people are not feeling heard. He said that the Council could do a better job of communicating with residents. He suggested recording meetings and making them available for those unable to attend, and was supportive of an open-data initiative. He wants to be part of the solution and wants to represent the citizens of Farmington.

**Joseph Jardine**, 1099 South 200 East, said that he did not want to push an agenda or to add things to his resume, but saw that he was qualified to serve and wanted to step up. He said he works well with groups and asks good questions. He said he does not have to be in the spotlight, but steps up when he sees that something is important. He presented himself as a citizen. His packet had brief replies, because he likes to get directly to the point.

**Alex Leeman**, 1861 West 800 North, said that he has served in the Planning Commission and as his term is coming to an end he wanted to continue his service to the City. He said that he is always in attendance and prepared for policy decisions. He said disagreements are a good thing as they force a body to look at all sides of the issue. He is able to disagree in a constructive way. The goal is to keep Farmington a wonderful place to live, and wants the City to continue to grow in a deliberate and measured manner. He has experience representing clients in land use issues. He wants to leave his mark on Farmington after living in and enjoying the City for many years.

**Tarra McFadden**, 1673 Country Bend Road, highlighted her time spent as the Recording Secretary observing and studying the actions of the Council. She said that she has studied the issues to understand the decisions being made. She noted her educational background and work experience working in State and County government. She has experience managing a \$7M grant program for housing that requires building consensus, making strategic decisions and prioritizing community needs. She said she is level-headed and wants to balance immediate needs with long-term planning. She enjoys raising her family in Farmington and would be able to jump in to the Council position with understanding and enthusiasm.

Clayton Quarles was not in attendance and Wendy Rasmussen withdrew her application prior to the meeting.

**Lorenzo Semadeni**, 247 East 600 South, said that he has previously served on the City Council, Planning Commission, Davis County Planning Commission and the Benchland Water District Board. He highlighted his educational background and reviewed his work as a hospital administrator and for the State of Utah. He noted his missionary service with his church. He said that his motto is “Lift Where You Stand” and believes involvement in government improves the community.

**Jonathan Shurtliff**, 891 Country Lane, he said that he loves Davis County and has lived in Farmington for 7 years. He identified himself as an active voice about issues that have come up that impact him or his neighbors. He has a strong beliefs related to the rights of property owners, and said that those who are here now have as many rights as those that are coming. He emphasized the importance of making sure the Master Plan is up to date and accurate. He said that communication is important as new development arrives. He enjoys serving his family, community, neighbors and those that are lonely or less fortunate. He committed to serving the City of Farmington well.

The Council were instructed to vote for their top three choices among the candidates. Their number one choice would be assigned a score of three points, number two choice two points, and their number three choice would receive one point. **Holly Gadd** collected the ballots and calculated the scores for each of the candidates.

**At 8:20 p.m., Jim Talbot called for a 15 minute break to allow time for the votes to be calculated.**

**At 8:35 p.m., the Council meeting reconvened.**

The scores from the Council ballots were presented. **Alex Leeman** received 8 points, Joseph Jardine 6 points, Shawn Beus 3 points, Michael Hepworth, Tarra McFadden and Jonathan Shurtliff 2 points, and Jeanie Allen 1 point.

***Motion:***

**Rebecca Wayment** moved that the Council appoint **Alex Leeman** the new City Councilmember based on receiving the highest number of votes and the interviews conducted. **Doug Anderson** seconded the motion.

**Rebecca Wayment, Doug Anderson and Brett Anderson** voted in favor of the motion. **Cory Ritz** voted against the motion.

The motion passes with a majority vote.

**Alex Leeman** expressed his appreciation and said he looks forward to continuing playing a part in the City.

**Dave Millheim** said that **Alex Leeman** will be sworn in on August 21, 2018. **Jim Talbot** said that he and **David Petersen** would work to fill the opening on the Planning Commission.

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**Dave Millheim** said that **Alex Leeman** will be sworn in on August 21, 2018. **Jim Talbot** said that he and **David Petersen** would work to fill the opening on the Planning Commission.

**Jim Talbot** thanked the Council for a good process in reviewing candidates for the vacancy.

## **GOVERNING BODY REPORTS:**

### **City Manager Report**

**Dave Millheim** presented an update on the City Manager recruitment and said that he is fielding phone calls and applications are starting to come in. He noted that some are qualified and some are not but that he anticipates close to 100 applications. He asked the Council to consider how involved they want to be in screening resumes. **Jim Talbot** asked all Councilmembers to be as involved as possible to screen properly and get a quality candidate.

The job posting was distributed to all Utah City Managers, the International City Managers Association and Jobs Available (a Western United States job site).

**Dave Millheim** reminded the Council that **Holly Gadd, Keith Johnson, Neil Miller, and Ray White** and will be at the URMMA conference from August 8-10. They will be available by phone and email.

**Dave Millheim** said that the City received a proposal from a property owner in West Farmington. The subject property is outside the West Davis Corridor. He said that there are many challenges associated with the application and the staff will not recommend approval of the application. The applicant plans to move forward with the project. The sewer district asked the City to weigh-in. He suggested that the Council needs to look carefully at projects impacted by the WDC.

**Dave Millheim** referenced the resolution passed related to water conservation efforts. He said that most residents have been conscientious and responsible. He said that some residents left their water on intentionally and impacted the whole community. He shared that the City uses 3M gallons of culinary water a day, and Benchland uses 30M gallons a day for outside irrigation. It is not reasonable to use culinary water for landscape needs. **Brett Anderson** asked if there are ways to track usage to find those that are over using. **Dave Millheim** said that the City does track usage.

**Dave Millheim** said that it has come to the attention of City staff that a resident has used more than one million gallons of water over a two month period. That is half of the amount that the new water tank will hold. After investigating further, it was discovered that the home had cross connected the secondary with the culinary. When the secondary water was shut off, it created a pressure vacuum and the million gallons of City water went into Weber Basin's system. Weber Basin also investigated because they thought there was a faulty meter. **Jim Talbot** asked if Weber Basin would give the City a credit for the water pushed into their system. **Dave Millheim** said he would follow-up with Weber Basin about that possibility.

The resident's water bill was more than \$2800. The resident says that he did not cross connect the systems, and cannot afford the water bill. **Dave Millheim** said that in some circumstances (water line break, faulty construction, etc.) the City will forgive unanticipated water costs.

**Brett Anderson** asked if water rates are set at appropriate levels and if the City monitors water use in real-time. **Dave Millheim** said that they can watch pressure fluctuations and big uses due to line breaks.

**Dave Millheim** said that he does not feel comfortable forgiving the full amount. Although the resident says that he did not know the systems were crossed, he has had to physically turn a valve at the beginning and end of the season to get water to his yard. The cross connection has been corrected so the problem will not be repeated.

**Cory Ritz** said that the resident is responsible for the bill, less any credit received from Weber Basin, **Doug Anderson** and **Brett Anderson** agreed. **Jim Talbot** suggested having the resident come before the Council to state his case.

**Jim Talbot** said that he has seen residents be responsive to the restrictions to conserve water. **Doug Anderson** said that Weber Basin is offering smart watering systems that are responsive to weather data.

**Dave Millheim** said that he would talk to Weber Basin and then try and work something out with the resident.

**Dave Millheim** asked Councilmembers to note that on October 2 the work session will be a ribbon cutting and grand opening of the new water tank.

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

### **Councilmember Cory Ritz**

**Cory Ritz** noted that in the DRC report related to the water metering resolution, "next week the Council will be passing a resolution that says two things..." He said that it was presumptive and should have said that the Council was being presented with a resolution or considering a resolution.

**Cory Ritz** said he met with **Rebecca Wayment** and staff related to the sidewalks and the TIGER Grant. The project is more expensive than planned, because the contract did not allow for inflation. Sidewalk segments have been prioritized, but some pieces will have to wait. Staff have found additional funds to finish various sidewalk segments. The immediate areas will be done in time for the school to open.

### **Councilmember Doug Anderson**

**Doug Anderson** asked about the stop sign at 1525 West and Glovers Lane. It used to be a blinking light, and suggested having that again for the new traffic to the High School.

### **Councilmember Brett Anderson**

**Brett Anderson** has had neighbors ask about fill dirt. **Dave Millheim** said that residents can connect with **Neil Miller** if interested in fill dirt. **Dave Millheim** clarified that the fill dirt is for the benefit of local residents and will not go to commercial entities.

**Councilmember Rebecca Wayment**

**Rebecca Wayment** asked about an update to the fireworks restriction line. **Dave Millheim** said that the Fire Chief will bring recommendations to the Council in February.

**Rebecca Wayment** congratulated the Parks and Recreation staff for the successful Woodland Park play that was well attended and enjoyed. **Neil Miller** said that 65 parents and children were involved in the production.

**Rebecca Wayment** asked if the City could put out a back to school message to encourage drivers to watch for pedestrians. **Dave Millheim** said that a notification would be in the upcoming newsletter. **Dave Millheim** said that they put traffic counters in strategic locations in April/May and will put those out again in late September after traffic patterns to the new high school are established. The City will continue to monitor traffic concerns.

**Councilmember Elect Alex Leeman**

No updates to report.

**Mayor Jim Talbot**

**Jim Talbot** said that he will not be in attendance at the August 21 meeting.

He said that the City has received the money from the University of Utah for the roundabout. He has talked with the sculptor and has received specifications for the bases for the horses. The roundabout landscaping will be done before winter, and one horse will come in the spring and another in the fall.

**ADJOURNMENT**

***Motion:***

At 9:30 p.m., **Rebecca Wayment** moved to adjourn the meeting.



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: August 21, 2018

SUBJECT: **BOUNDARY ADJUSTMENT ORDINANCE WITH KAYSVILLE CITY  
(KEN STUART PROPERTY) – DATE CHANGE**

### RECOMMENDATION

Re-approve the enclosed ordinance, which changes the approval date from June 5, 2018 to August 21, 2018, subject to the same conditions and findings previously established by the Council.

#### Finding:

As part of the annexation plat recording process, the office of the Lieutenant Governor is unable to approve the boundary adjustment between the two municipalities because the Kaysville Ordinance, passed in April, and the Farmington Ordinance, in June, were executed more than 30 days apart. Kaysville re-approved and changed the date of their approval/ordinance to August 16, 2018; hence, the two “re-approvals” will now be less than 30 days apart. The ordinances and all other conditions previously approved by both cities will remain the same.

### BACKGROUND

The Council previously approved the enclosed ordinance adjusting the City’s common boundary with Kaysville City at 1000 North and 2000 West (or 350 East in Kaysville) on June 5, 2018, subject to the petitioner preparing a de-annexation plat acceptable to the City, and the City recording the same at the office of the Davis County recorder, with the following findings:

#### Findings:

- a. On February 22<sup>nd</sup>, the Planning Commission approved Mr. Stuart’s request to subdivide his property into two parcels by metes and bounds, of which the smaller northwest parcel is approximately 0.68 acres in size (or 29,920 s.f.) and the other parcel is 1.96 acres. Some discussed at the time that it may be a good idea if the smaller parcel is de-annexed into Kaysville because it exclusively fronts a Kaysville street.

- b. Mr. Stuart desires to build a single-family home on the smaller parcel. Farmington City, as with most city's, cannot issue a building permit for the same unless the lot fronts a fully improved street. He is willing to install the curb, gutter, sidewalk, asphalt extension, etc., even though the entire 350 East r.o.w. is in Kaysville—and Kaysville is willing to work with him (and Farmington) to accommodate building permit requirements; however, if the property remains in Farmington, but the street is in Kaysville, even simple things like garbage pick-up can become cumbersome.

#### **BACKGROUND FROM JUNE 5, 2018 STAFF REPORT**

On April 17, 2018, the City Council adopted a resolution initiating the process to adjust the common boundary line between Farmington City and Kaysville City. The findings above encapsulate the pertinent background information for this action. The enclosed ordinance is the final step, prior to the actual recordation of a plat, of the de-annexation process [Note: the larger parcel referenced in the findings still fronts 950 North, and this r.o.w. is the location of the future connector road which will provide access from the WDC “mink farm” interchange to the future Shepard Lane Interchange].

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

**ORDINANCE NO. 2018 -**

**AN ORDINANCE ADJUSTING A PORTION OF THE EXISTING COMMON BOUNDARY LINE BETWEEN FARMINGTON CITY AND KAYSVILLE CITY.**

**WHEREAS**, the Farmington City Council has previously passed Resolution No. 2018-15 stating its intent to adjust a portion of the common boundary line presently existing between Farmington City and Kaysville City; and

**WHEREAS**, the Farmington City Council has held a public hearing on the proposed boundary adjustment pursuant to notice as required by law; and

**WHEREAS**, the Farmington City Council has received no protests from owners of private property or registered voters residing within the affected area to be adjusted; and

**WHEREAS**, the City Council has authority to adjust the common boundary line of the City pursuant to Section 10-2-419 of the *Utah Code Ann.* 1953, as amended.

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

**Section 1. Adjustment of Portion of Common Boundary.** A portion of the common boundary line presently existing between Kaysville City and Farmington City is hereby adjusted by deleting certain territory from Farmington City and adding such territory to Kaysville City. The affected area is located in Davis County, State of Utah and are more particularly described as follows:

BEGINNING AT A POINT BEING NORTH 0°03'56" WEST 765.04 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°03'58" WEST 111.05 FEET TO THE EASTERLY RIGHT-OF WAY LINE OF 350 EAST STREET; THENCE NORTH 0°13'13" EAST 124.96 FEET ALONG SAID ASTERLY RIGHT-OF-WAY TO THE SOUTHWEST CORNER OF MEADOW CREEK SUBDIVISION LOT 6; THENCE NORTH 88°56'33" EAST 213.22 FEET ALONG THE MEADOW CREEK SUBDIVISION; THENCE NORTH 88°02'28" EAST 49.84 FEET ALONG AND THE EXTENSION OF THE MEADOW CREEK SUBDIVISION; THENCE SOUTH 16°44'24" WEST 48.09 FEET; THENCE SOUTH 21°32'37" WEST 40.33 FEET; THENCE SOUTH 33°30'20" WEST 52.38 FEET; THENCE SOUTH 89°03'58" WEST 94.88 FEET TO THE POINT OF BEGINNING. CONTAINS 0.69 ACRES OR 30,013 SQUARE FEET, MORE OR LESS

**Section 2. Notices and Certificates.** Within thirty (30) days after adoption of this Ordinance, the City Council shall send a copy of the same to each affected entity and record a

certified copy of this Ordinance in the office of the Davis County Recorder together with a plat or map prepared by a licensed surveyor and approved by the City Council showing the new boundaries of the affected areas, and the City Council shall file with the Lieutenant Governor of the State of Utah written notice of the adoption of this boundary adjustment Ordinance together with a copy of this Ordinance. Within forty five (45) days of adoption of this Ordinance, the City Council shall file written notice of the boundary adjustment with the Utah state Tax Commission together with a copy of this Ordinance and a map or plat that delineates a metes and bounds description of the area affected and evidence that the information has been recorded by the Davis County Recorder and a certification by the City Council that all necessary legal requirements relating to the boundary change have been completed. The boundary adjustment shall be deemed complete and effective as of the date of the Lieutenant Governor's issuance of a certificate of annexation.

**Section 3. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 4. Effective Date.** This Ordinance shall become effective upon satisfaction of all conditions stated herein and when each municipality involved in the boundary adjustment has adopted a boundary line adjustment ordinance in accordance with the provisions of Section 10-2-419 of the *Utah Code Ann.* 1953, as amended. The Davis County Recorder is hereby requested to record this Ordinance in the records of the Davis County Recorder's Office for no fee and to return the same to Farmington City for filing when recorded.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS \_\_\_\_ DAY OF AUGUST, 2018.**

**FARMINGTON CITY**

ATTEST:

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

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



## CITY COUNCIL AGENDA

For Council Meeting:  
August 16, 2018

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

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

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



# Farmington City Fire Department

## Monthly Activity Report

### July 2018



#### Emergency Services

**Fire / Rescue Related Calls:** 44

*All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc.*

**Ambulance / EMS Related Calls:** 87 / Transported 49 (56%)

*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.*

**Calls Missed / Unable to Adequately Staff:** 10 (7%)

**Note: 26 (20%) Overlapping Calls**

#### On-Duty Crew / Shift Dynamic Data / July 1<sup>st</sup> – 31<sup>st</sup>

**Emergent / On-Scene Hours / Month Total:** 48 Hrs. (Approximate 192 Man Hours)

**EMS Transport / Turn-Around Hours / Month Total:** 98 Hrs. (Approximate 196 Man Hours)

**Urgent EMS Related Response Times (AVG):** 5.25 Min/Sec GOAL 5 minutes or less (+.25)

**Urgent Fire Related Response Times (AVG):** 5.28 Min/Sec GOAL 5 minutes or less (+.28)

#### Part-Time Man-Hours (based on the following 28-day / two pay periods July 7<sup>th</sup> & July 20<sup>th</sup>)

Part-Time Shift Staffing:	1,334	Budgeted 1,344	Variance + 0
Part-Time Secretary:	N/A	Budgeted	Variance + 8
Part-Time Fire Marshal:	0*	Budgeted 80	Variance - 80
Part-Time Fire Inspector	30	Budgeted 60	Variance - 30
Full-Time Captains x3 & Engineers x3:	N/A	48/96 Hour Schedule	Overtime +131
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	112	112 (FY19)	
Emergency Callbacks:	114.5	FIRE 84 Hrs. / EMS 30.5 Hrs. (YTD)	1,619
Special Event Hours:	0	0 (FY19)	
<b>Total PT Staffing Hours:</b>	<b>1,590.5</b>	<b>1,590.5 (FY19)</b>	

\* No Part-time FM utilized / Todd Smith covered duties while working regular FT engineer position

**Monthly Revenues & Grant Activity YTD**

**Ambulance Revenues / June (2018):**

	<b>Month</b>	<b>Calendar Year</b>	<b>FY 2018</b>
Ambulance Services Billed	\$104,648.17	\$430,473.20	\$662,610.14
<b>Ambulance Billing Collected</b>	<b>\$21,246.23</b>	<b>\$221,947.77</b>	<b>\$359,403.08</b>
<b>Variances:</b>	<b>\$83,401.94</b>	<b>\$208,525.43</b>	<b>\$303,207.06</b>
Collection Percentages	20%	52%	54%

**Grants / Assistance / Donations**

**Grants Applied For JULY:**

*None* **\$0** **\$33,500 YTD**

**Grants / Funds Received / Donations / Awarded:**

*AAIR ALERT Active Shooter / RTF Training x 7* **\$3,000** **\$21,300 YTD**

**Department Training & Man Hours**

Monthly Staff Meeting & Department Training	15	
Shift Drill #1 – FIRE – Hose & Appliances	24	
Shift Drill #3 – EMS – Heat Emergencies	24	
Shift Drill #4 – FIRE – Water Supply & Tender Ops	24	
Shift Drill #5 – EMS – Extreme Sport Injuries	24	
Shift Drill #6 – FIRE – Terror Response	24	
RTF Training x 7	112	
<b>Training / Actual Hours Attended:</b>	<b>247</b>	<b>1523 HRS YTD</b>

**Fire Prevention & Inspection Activities**

**QTY**

**New Business Inspections:**

**Existing Business Inspections:**

**Re-Inspections:**

**Fire Plan Reviews & Related:**

**Consultations & Construction Meetings:**

**Station Tours & Public Education Sessions:** 12 **132 YTD**

**Health, Wellness & Safety Activities**

**QTY**

**Reportable Injuries:** 0 **0 YTD**

**Physical Fitness / Gym Membership Participation %** 100%

**Chaplaincy Events:** 1

**FFD Committees & Other Internal Group Status**

**Process Improvement Program (PIP) Submittals:** 1 **3 YTD**

**Additional Narrative:**

*Another busy and productive month for FFD. Emergent response times averaged just under 5.5 minutes for both Fire and EMS. Hazard staffing / Fire Patrol staffing helped reduced times as this placed two (2) additional personnel on-duty for multiple days. Emergencies involved fatalities, extrications, structure fires, an apartment explosion, brush fires and a canyon rescue. Ten calls (7%) resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). This percentage was attributed (in part) by crews mitigating at least 25 overlapping calls that overwhelmed our existing staffing model. 56% of all Ambulance calls resulted in transporting patients to local hospitals. Collections of Ambulance & Transport revenues continue with little predictability due to collection & mandated billing variables – FY2018 collection revenues at 54%. FFD is still in the process of trying to fill a part-time Fire Marshall position with little success. As stated in previous reports, Todd Smith will continue cover Fire Marshal duties until a qualified candidate is awarded the position. Level 5 “EXTREME” fire conditions and multiple RED FLAG days required mandatory overtime hours from our full-time personnel to compensate for lack of part-time availability (most part-time personnel required to work overtime for their respective career fire jobs). This overtime for the month of July added up to more than 130 man-hours (approximately \$4,000). It is without question that increasing our fulltime staffing with an additional full-time firefighter per-shift will greatly reduce the reliance on part-time staffing workforce in times of need.*

*Department training encompassed a variety of Fire & EMS topics to include: Hose and Appliance Operations, Heat Related Emergencies, Water Supply and Tactical Tender Operations, Extreme Sports Injuries, Terrorism Response Operations and Rescue Task Force (RTF) training with multiple agencies and disciplines. Our Event Support Trailer (awarded through FEPP grant) received its initial preparatory work for paint. Once completed, this trailer will help facilitate large-scale multi-casualty incidents (MCI’s) in addition to supporting Law Enforcement and Public Works functions with its generator and light tower. FFD also received a significant discount from our local bicycle store “Loyal Cycle Company” to acquire two (2) EMS bicycles. These bicycles will be utilized during various venues throughout the summer months. Both bicycles will be in-service in August.*

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

Guido Smith  
Fire Chief

**July 2018 Photos: Apartment Building  
Explosion w/ Injuries, Structure Fires, Victim  
Rescues, Extrication, RTF / Active Shooter  
Training, Brush Fires and Canyon Operations**



Month of July 2018	BUILDING ACTIVITY REPORT - JULY 2018 THRU JUNE 2019				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	3	3	\$714,519.50	268	268
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	2	38
CARPORT/GARAGE	0		\$0.00	18	
OTHER RESIDENTIAL	0	0	\$0.00	15	2
<b>SUB-TOTAL</b>	<b>3</b>	<b>3</b>	<b>\$714,519.50</b>	<b>303</b>	<b>308</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	1		\$4,991.00	59	
ADDITIONS/REMODELS	1		\$3,338.00	61	
SWIMMING POOLS/SPAS	1		\$39,080.80	22	
OTHER	17		\$281,255.11	469	
<b>SUB-TOTAL</b>	<b>33</b>		<b>\$328,664.91</b>	<b>611</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	0		\$0.00	11	
PUBLIC/INSTITUTIONAL	0		\$0.00	7	
CHURCHES	0		\$0.00	1	
OTHERS	6		\$25,946.00	21	
<b>SUB-TOTAL</b>	<b>6</b>		<b>\$25,946.00</b>	<b>46</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	1		\$600,000.00	48	
OFFICE	0		\$0.00	18	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	4	
<b>SUB-TOTAL</b>	<b>1</b>		<b>\$600,000.00</b>	<b>71</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
MISC.	0		\$0.00	71	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>71</b>	
<b>TOTALS</b>	<b>43</b>	<b>3</b>	<b>\$1,669,130.41</b>	<b>1102</b>	<b>308</b>

CITY COUNCIL AGENDA

For Council Meeting:  
August 21, 2018

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

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