

**FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, September 15, 2020, at 4:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

4:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

NEW ITEMS:

4:05 Purchase of Home located at 572 N 1525 W

SUMMARY ACTION:

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

4:15 Minute Motion Approving Summary Action List

1. Approval of Minutes from August 18, 2020
2. Interlocal Agreement with Davis County for Placement of a Ballot Drop Box
3. Plat Amendments:
 - A. Station Park North Subdivision
 - B. Farmington Ranches Phases I Subdivision
 - C. Swain PUD Subdivision

4:20 Economic Development Tour

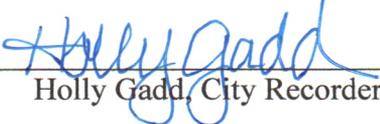
ADJOURN

***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 due to a disability, please contact Holly Gadd, City Recorder at 801-939-9205, at least 24 hours in advance of the meeting.

I hereby certify that I posted a copy of the foregoing Notice and Agenda and emailed copies to media representatives on September 10, 2020.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
September 15, 2020

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

It is requested that Mayor Talbot give the invocation to the meeting and it is requested that City Councilmember Amy Shumway lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
September 15, 2020

S U B J E C T: Purchase of Home Located at 572 N 1525 W

ACTION TO BE CONSIDERED:

1. Motion to approve purchase of the shed and lot located at 572 N 1525 W for \$380,000 plus processing fees, taxes and insurance.

GENERAL INFORMATION:

See enclosed staff report prepared by Brigham Mellor, Assistant City Manager/Economic Development Director

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Brigham Mellor, Economic Development Director
Date: September 18, 2020
SUBJECT: Farmington City purchase of home the lot on Parcel ID: 080600018

RECOMMENDATION:

Move to approve purchase as outlined in the accompanying real-estate contract between “buyer” Farmington City and the “seller” STEVEN GARY COX, as Trustee of the Steven Gary Cox Living Trust, dated October 24, 2019 for the 1,200 Sf shed and the lot located at 572 N 1525 WEST for \$380,000 (plus processing fees, taxes, and insurance).

BACKGROUND:

As we have receive data from UDOT on the traffic loads that will accompany the completion of the Shepard Ln interchange and the “mink farm interchange” on WDC – it has become apparent that 1525 WEST will need to be widened substantially (east of the D&RG). Without this new road alignment the traffic will infiltrate and significantly impact the residential road system west of the D&RG trail. While drawings are still conceptual at this time it is apparent Parcel ID: 080600018 would be significantly impacted in any alignment scenario. Thus the City decided to be proactive and mitigate that impact as soon as possible.

We considered several different options in consultation with the seller and the City Council.

Mr. Cox has been extremely cooperative and understanding during this process. This is an “arm’s length transaction” we are not forcing anyone from their property. While Mr. Cox would have happily continued to own his property for years to come, he is voluntarily selling the property and the 1,200 SF shed to the City.

Under the terms of the agreement Mr. Cox will be permitted to leave his property on site for 12 months’ rent free after the city takes ownership while he finds a new location for the personal property he has located in and around the shed.

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane Pace
City Manager

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **STEVEN GARY COX, as Trustee of the Steven Gary Cox Living Trust, dated October 24, 2019**, hereinafter referred to as "Cox."

RECITALS:

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

B. City desires to acquire the Property and has considered the use of eminent domain, but Cox has agreed to convey the property under the threat of the City's exercise of eminent domain, upon the terms and conditions hereinafter set forth.

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

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

a. Cox does hereby sell and the City does hereby purchase the Property as described in Exhibit "A," including the metal building located thereon and any associated water rights and mineral rights, at the purchase price of Three Hundred Eighty Thousand Dollars (\$380,000.00), payable by the City to Cox in lawful money of the United States in accordance with all of the provisions of this Agreement.

b. Upon the execution of this Agreement by the City, the City shall pay to Cox the sum of Five Thousand Dollars (\$5,000) as earnest money. Said earnest money shall be refundable in the event the sale of the properties as contemplated herein fails to close for due to Cox, otherwise said earnest money is not refundable.

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

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

a. **Date and Place of Closing.** The sale and purchase of the Property shall be closed at the offices of Backman Title Company ("Closing Agent") no earlier than September 11, 2020 (the actual closing date being referred to herein as the "Closing Date"), and not later than February 1, 2021. Upon satisfaction of all contingencies to this Agreement, Cox may provide the City notice of his desired closing date at least 14 days in advance and such date shall be the Closing Date.

b. Parties' Obligations at Closing. On or before the Closing Date, Cox shall deliver to the Closing Agent a satisfactory special warranty deed covering the Property, duly executed and acknowledged in recordable form conveying to the City fee simple to the respective property, together with any other documents required by the Closing Agent. In addition, the City shall deliver or cause to be delivered to the Closing Agent the City's check in the amount the City is obligated to pay on the Closing Date pursuant to the terms of this Agreement, together with any other documents required by the Closing Agent which are necessary to close this transaction.

c. Escrow Fees and Other Costs. Costs of title insurance for a title insurance policy for the Property, as well as any greenbelt taxes on the Cox parcel, shall be borne by the City. General property taxes for 2021, as applicable, on the Property shall be pro-rated as of the Closing Date. The City shall pay the recording costs for the deeds to be recorded. All other escrow fees and other costs of the Closing Agent shall be borne by the City.

d. Possession. After closing, Cox shall be permitted to occupy the Property without the payment of any rent through the date of January 15, 2022. After January 15, 2022, Cox shall be permitted to occupy the Property for a monthly rental charge of \$150 month. During the term of Cox's occupancy of the Property after Closing, Cox shall maintain property insurance on the property in amounts at least equal to those he carried on the Property prior to sale. Cox shall vacate the property no later than June 15, 2022 (the actual vacate date being referred to herein as the "Move-out Date").

e. Personal Property Relocation. Cox currently stores several cars, parts, and other personal property on the Property. The parties agree that the City shall pay the cost to move the cars to a location within 25 Miles of Farmington City and designated by Cox by no later than the "Move-Out Date", said cost not to exceed \$ _____. In the event the cost to move the cars exceeds the amount stated herein, Cox shall pay the difference. The parties specifically agree that the cost to move the cars is in addition to the \$380,000 purchase price.

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

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

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

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

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

- a. Formal approval of the terms of this Purchase and Sale Agreement by the Farmington City Council.
- b. Cox's disclosure of all material conditions of the Property and the City's review and acceptance of the same; and
- c. The City's review and acceptance of all conditions of Title.

The forgoing contingencies shall expire on October 9, 2020 (the "Due Diligence Deadline"), and if the City has not raised one of the foregoing contingencies by written notice to Cox on or before the Due Diligence Deadline they are waived and this Purchase and Sale Agreement shall be binding upon the City in accordance with its terms.

4. **Possession.** Possession of the properties shall be delivered by Cox to the City within 12 months of the Closing Date.

5. **Encumbrances.** Cox hereby agrees that the conveyance of the Property to the City shall be free and clear of all liens and encumbrances except those specifically accepted by the City in writing. Cox shall not create any lien or encumbrance on the Property after the date of this Agreement. Upon execution of this Agreement, the City will obtain a preliminary title report on the Property, prepared by the Closing Agent. Prior to closing, the City shall notify Cox in writing of any title objections relating to the Property. Cox shall thereafter, at his sole option, cure the defect to which the City has objected prior to closing. In the event Cox elects not to cure the defect, the City may cancel this Purchase and Sale Agreement and receive a full refund of its earnest money, or may proceed to closing thereby waiving any objections to the title defect.

6. **Broker Commissions.** Neither party has engaged a Real Estate Agent in connection with this Sale and the parties each represent to the other that no commissions are due to any agent.

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

COX: Steven Gary Cox
Trustee of the Steven Gary Cox Living Trust
705 W. 2300 N.
West Bountiful, Utah 84087

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

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

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

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

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

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

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

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

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

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

“CITY”

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

“COX”

STEVEN GARY COX
Trustee of the Steven Gary Cox Living Trust

Steven Gary Cox

CITY ACKNOWLEDGMENT

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

On the ____ day of _____, 2020, personally appeared before me H. James Talbot, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

My Commission Expires: _____
Notary Public
Residing at: _____

COX ACKNOWLEDGMENT

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

On the ____ day of _____, 2020, personally appeared before me **STEVEN GARY COX** who being by me duly sworn, did say that he is signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: _____
Notary Public
Residing at: _____

EXHIBIT "A"

Property Description

BEG ON THE E LINE OF A RD AT A PT N $00^{\circ}20'03''$ W 830.21 FT ALG THE 1/4 SEC LINE FR THE S 1/4 COR OF SEC 14-T3N-R1W, SLM; & RUN TH N $89^{\circ}39'57''$ E 275 FT; TH S $00^{\circ}20'03''$ E 160 FT; TH S $89^{\circ}39'57''$ W 275 FT TO SD E LINE; TH N $00^{\circ}20'03''$ W ALG SD E LINE TO THE POB.

CONT. 1.01 ACRES

Parcel No. 080600018

CITY COUNCIL AGENDA

For Council Meeting:
September 15, 2020

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from August 18, 2020
2. Interlocal Agreement with Davis County for Placement of a Ballot Drop Box
3. Plat Amendments:
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 - C. Swain PUD Subdivision

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

FARMINGTON CITY – CITY COUNCIL MINUTES

AUGUST 18, 2020

WORK SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Scott Isaacson, Shawn Beus, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; City Deputy Recorder Heidi Bouck; Community Development Director Dave Petersen; Assistant City Manager/Economic Development Director Brigham Mellor; Planning and GIS Specialist Shannon Hansell; City Attorney Todd Godfrey; and Recording Secretary Deanne Chaston.

REQUEST REMOVING RESIDENTIAL FROM GMU ZONE

Community Development Director **Dave Petersen** said this zone text amendment removes residential uses as an option in the General Mixed Use (GMU) Zone, as there is no mechanism in place now to prevent all remaining GMU areas to develop as residential. City Manager **Shane Pace** said for the Office Mixed Use (OMU) Zone, there is something in the ordinance that prevents housing from coming in unless the City Council allows it, but GMU doesn't have that.

Petersen said the Planning Commission considered removing residential from GMU in late February, but tabled it to allow time for one property owner to receive entitlement. The Evans family/E&H Land LTD got their Project Master Plan (PMP) in June with a mix of uses that makes sense. The Evans family owns 62 acres of property that is zoned Residential Mixed Use (RMU) and GMU. The plans so far are showing two office buildings in the GMU, which is great and **Petersen** hopes for more to come. It also shows 600 units of residential, as a majority of the 67 acres will be residential. However, he is worried about it becoming more residential than already proposed. While the City is required to abide by the PMP approved in June, the Evans can pull it and instead submit an application using the underlying GMU zoning, which could make way for 2,500 residential units. **Petersen** said this area can't meet the needs of that many residential units. **Mayor Jim Talbot** said there may be barely enough water, but not enough sewer. **Petersen** said the City plans to use Tax Increment Financing to put in Commerce Drive, but that can only happen if office is built there. It cannot be used as an incentive for residential uses.

City Attorney **Todd Godfrey** said the property owners don't currently have a right to anything other than what is showing on their PMP. The City is now considering removing residential from GMU for future applications or amendments sought. While the Evans have vested rights with the PMP that has been approved, they will not be able to change their minds going forward.

Pace said it is a weakness in the GMU Zone that it doesn't require a ratio of residential to other uses. Without the change, applicants can come in with 100 percent of any one use.

Petersen said he met with **Zach Hartman**, who represents the Evans family, and he understands the City's concerns. **Hartman** understands the City's concerns, and offered to sign an agreement that they will not do residential. However, due to past experiences with agreements like this, the City is not open to that.

AGEAN VILLAGE PHASE II PLAT AMENDMENT AND MODERATE INCOME HOUSING AGREEMENT – JOHN SALTZGIVER/JMSRE INVESTMENTS LLC

Planning and GIS Specialist **Shannon Hansell** said the applicant wants three lots: two regular for sale, and a third that would be a moderate housing unit. She included tables from the Davis Community Housing Authority, qualification tables, and details on two affordable housing options: for-purchase or for-rent, both with a 15- or 99-year option.

Mayor Talbot said it feels like spot zoning to him. He is unsure who is going to monitor the agreement without having something recorded on the deed. If the City wanted any units to be for affordable housing, that should have been done before the zone change as an incentive. **Godfrey** said the City is the agency to regulate and watch over that, although they are not very good at that yet. He mentioned that the Davis Community Housing Authority has more experience.

Councilman **Scott Isaacson** said he has doubts about if increased density should be allowed in this area. It feels like spot zoning to him, and he does not see the justification for increased density. However, he does support affordable housing.

Councilwoman **Amy Shumway** also said affordable housing is needed in the City, but more research and work needs to go into it. She is having a hard time with the parking element of this project, as well as the administrative side of affordable housing. She would like more “for-purchase” affordable housing in the City in the future.

Councilwoman **Rebecca Wayment** noted that this property was up-zoned to a duplex, and now the applicant is pushing for a triplex, which she thinks is too dense for that area. While the City does need affordable housing, it should be done where bonus density won't be onerous to current residents. The applicant already got a density bonus, she said. **Petersen** said the applicant feels this is a compromise, as he originally wanted four units.

City Manager **Shane Pace** directed the City Council to separate the agenda item into two decisions: if three lots are too much, and affordable housing. He said the City will have multiple opportunities for affordable housing in the future that may not impact the neighborhood.

Councilman **Shawn Beus** said this is a simple solution, unique opportunity, and can make a difference for one family. He said affordable housing has to start somewhere.

REGULAR SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Scott Isaacson, Shawn Beus, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; City Deputy Recorder Heidi Bouck; Community Development Director Dave Petersen; Planning and GIS Specialist Shannon Hansell; Assistant City Manager/Economic Development Director Brigham Mellor; City Attorney Todd Godfrey; and Recording Secretary Deanne Chaston.

CALL TO ORDER:

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

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

Councilman **Scott Isaacson** offered the invocation, and the Pledge of Allegiance was led by Councilman **Shawn Beus**.

PUBLIC HEARINGS:

Zone Text Change Request removing Residential from the GMU Zone

Community Development Director **Dave Petersen** presented this agenda item, which has already had a public hearing. The Planning Commission tabled this in February for the E&H Land LTD Project Master Plan (PMP) application to run its course. The City Council approved that application in June, so now he has an entitlement. The property is zoned Residential Mixed Use (RMU) and General Mixed Use (GMU) with offices proposed in the east corner, and the PMP entitles the developer to do residential already to the tune of 2:1, two residential acres to every one acre of nonresidential acres (63 percent to 37 percent). The project includes 37.4 acres of undeveloped land in the GMU zone. **Petersen** said he wants to prevent past occurrences like Farmington Crossing.

Mayor Talbot opened the Public Hearing.

Zach Hartman, (395 Parleys Road, Park City, Utah), addressed the Council. He was hired by the Evans family to take this project through the development process. He said both the City and his client have fear going into this, and the Evans family is asking the City not to remove residential uses from the GMU zone.

Mayor Talbot closed the Public Hearing. He said the PMP is in place, and the City is not taking any rights away from the Evans family for what has been approved in the master plan. He said the applicant has the ability to do what the PMP says they can do.

Petersen said if the market goes south, and an applicant can't do office and retail as called for in their PMP, they may want the ability to come back and apply for residential uses in the GMU. However, their PMP already includes a significant area of GMU residential. If the entire thing went residential, the City's ability to fund Commerce Drive is compromised.

Councilman **Shawn Beus** said he understands the owner's perspective, but he feels it is time to remove residential from the GMU Zone. He said it is important to set standards ahead of time and consider what the community as a whole wants.

Councilwoman **Amy Beus** said it is important to change this so history doesn't repeat itself, and to avoid what happened to Farmington Crossing. The City needs to have more control of this area in order to get the needed residential to nonresidential ratios.

Councilwoman **Rebecca Wayment** said she is comfortable with this change at this time, as the Evans already have a PMP in place with a residential component. She said it is a good faith effort for the City and future developers to set up clear boundaries and expectations of what mixed use areas should look like. The result will be a better product for a mixed use zone.

Motion:

Beus moved to approve the ordinance removing residential uses as permitted uses in the GMU zone including Findings 1-4.

Findings include:

1. The proposed amendments are reasonably necessary because the GMU zone is intended to provide for a mix of uses including, among other things, commercial, office, retail and multiple unit and attached residential uses. Remaining undeveloped land designated and/or master planned for GMU is in close proximity to the Residential Mixed Use (RMU) zone, a large assisted living facility, and a recent conceptually approved townhome project. If more land in the GMU zone is developed as residential uses these areas will not be "mixed" use, but primarily a single use district contrary to the intent and purposes of this zone.
2. The requested zone text change is consistent with the recently approved Farmington Station II PMP; moreover, other GMU areas outside Farmington Station II PMP are "built-out" and/or are master planned for non-residential uses.
3. The public is best served by the proposed amendments. Presently, a majority of the Farmington work force leaves the community and county to find work elsewhere, which causes congestion and does not support efforts for cleaner air. Moreover, the proposed amendments help diversify the City's tax base by providing more non-residential property taxes, and an increased sales tax base by offering the possibility of a greater day-time population to shop at existing commercial retail areas in Farmington.
4. The proposed amendments are consistent with the City's general plan and in harmony with the objectives and purposes of the Zoning Ordinance, and support the following:
 - a. The Farmington City General Plan is based on the overall goal of creating within the community a healthy, attractive, and pleasant living environment for its residents. This goal is the most significant element underlying the General Plan;
 - b. Provide for harmonious, coordinated, and controlled development within the City;
 - c. Lessening congestion in the streets (including the freeways and interchanges);
 - d. Securing economy in governmental expenditures;

- e. Stabilizing and preserving the property values and encouraging the expansion of the tax base; and
- f. Fostering the city's industries.

Wayment seconded the motion. All Council members voted in favor, 4-0, as there was no opposing vote. Councilman **Brett Anderson** was excused for a family event.

OLD BUSINESS:

Interlocal Agreement for Participation in the Davis CARES Grant Program

Assistant City Manager/Economic Development Director **Brigham Mellor** said all cities in the State of Utah were awarded CARES money through the State. After the mayor, staff and finance departments in each city took a close look at what that money could be spent on, it was decided it would be best used by granting money to small businesses. While the City could have technically operated their own grant program by soliciting applications and distributing the money, Farmington decided to have Davis County administer their \$362,899 specifically for small businesses within the City. Only one city in Davis County is not participating in the small business grants as administrated by the County. He said there were more businesses that applied than there is money to distribute.

City Manager **Shane Pace** said the City plans to spend the other half of their money on police and fire wages from mid-April through mid-June. The Treasury and Davis County have made statements that all fire and police wage costs were related to COVID during that time. After an audit, the City may be able to reimburse themselves about \$350,000 for those costs.

Mayor Talbot said there was such a short timeline to spend the first tranche of CARES money that receipt of the funds was almost put into jeopardy, and the County was better equipped to quickly manage the small business grants. He said the County has been doing a great job fulfilling their fiduciary responsibility and keeping Farmington money within the City. Farmington will be audited by the State and/or federal government. If the money is not used properly, it will have to be paid back. He said Finance Director **Greg Davis** will bring a future accounting of the funds back to the City Council.

Wayment asked for periodic updates from the County as to what businesses the money went to. She wants to make sure Farmington's portion isn't lost somewhere else in the County. **Mayor Talbot** said **Mellor** could provide that list, and it includes over 40 Farmington businesses. The money is due to be distributed to businesses by the end of the month.

Motion:

Councilman **Scott Isaacson** moved to approve the interlocal agreement for participation in the Davis CARES Grant Program between Farmington City and Davis County. The agreement will be effective as of August 18, 2020.

Councilwoman **Amy Shumway** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Agean Village Phase II Plat Amendment and Moderate Income Housing Agreement – John Saltsgiver/JMSRE Investments LLC

Planning and GIS Specialist **Shannon Hansell** presented this agenda item, a plat amendment into three separate lots for the purpose of constructing three townhomes with two for sale at market rates, and one for-sale unit for affordable housing. The Council needs to decide if to do the plat amendment for three lots, and then separately address questions of affordable housing terms and administration.

Mayor Talbot said this is in a residential neighborhood with single-family zoning, and the applicant was granted two units where there would normally be one. Now the applicant is coming back and saying he wants to do a third unit on this lot. The Council needs to determine if they will approve three units on this lot. If that is approved, the next discussion is the third unit becoming an affordable housing unit. He said this would be setting a precedence to expand the R2 zone from two dwellings to three.

Hansell said there are multiple duplexes along 1470 South, which is why this project was granted an R2 zone. **Isaacson** said this feels like spot zoning. Two units will fit in the neighborhood, but he doesn't think three would. He said those who spoke during an earlier public hearing didn't think three would fit, as they were concerned about parking.

Wayment said she is not opposed to two dwellings there, but she is hard pressed to see how three units and garages would fit there. The other twin homes on 1470 South have more property around them for turn arounds and parking. If it had three dwellings, this project would not have adequate space, and no place for children to play on a corner of a busy street (200 East). She was fine with R2 zoning and a duplex there because it matched the area, but three is pushing it as far as density and safety.

Beus said he feels strongly passionate about the affordable housing movement, and this is the perfect location. He thinks the traffic impact would be minimal, but he doesn't have an answer to the parking situation. He wants to address the affordable housing shortage in Farmington.

Shumway said she likes for-purchase affordable housing for Farmington. However, she feels this location is wrong. She is worried about parking on the site for both residents and guests, as it is on the corner of 200 East, a very fast street. There is no place for children to throw a baseball on the property as currently proposed, and those sorts of units will likely have children. She said the City is not ready to handle the administrative side of affordable housing yet. While she is passionate about affordable housing, she thinks this is the wrong location.

Wayment said she is on board with finding ways to get affordable housing in the City, as it is needed in the future. However, she is not sure this location warrants a density bonus. **Isaacson** agreed.

Mayor Talbot said he understands the need for affordable housing, but since it is new to the City, there needs to be time to figure it out.

Motion:

Wayment moved to deny the request for the plat amendment, limiting the property to one, two-family dwelling based on Council discussion.

Isaacson seconded the motion. **Isaacson, Shumway,** and **Wayment** voted in favor of the motion. **Beus** opposed. The vote was 3-1, and the motion carried.

Pace said he recommends that the Community Development Director work with the property owner for the possibility of both units being affordable housing, with the City participating in a buy down. **Isaacson** said he likes Pace's idea, and he is in favor of making incentives happen for affordable housing.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including Flat Rock Ranch License Agreement. Ivory Homes is requesting to install and maintain landscaping with the Right of Ways in the Flatrock Ranch Subdivision. This would be stubbed to the UDOT property to the south and to the Peterson Property to the north. UDOT property may or may not develop until after West Davis Corridor is constructed.

Motion:

Shumway moved to approve the Summary Action list item as noted in the staff report.

Beus seconded the motion. All Council members voted in favor, as there was no opposing vote.

GOVERNING BODY REPORTS:

City Manager Report

Pace presented the Monthly Fire Activity Report for July and Building Activity Report for July.

Farmington is one of five cities in Davis County that applied for a Wasatch Front Regional Council grant for the West Davis Corridor market analysis. The grant was approved for a total of \$150,000. Davis County will be the administrator of the grant. It will help with analysis for the development of interchanges. All City Councilmembers present gave their thumbs up approval for the Mayor to sign the agreement.

Pace said the cross walks at 650 West 500 South, as well as Main Street and 300 North near the Rock Church have been painted and signage is going up shortly. The crosswalks will be functional before the electronic signs arrive. There will be no orange flags. If the 650 West signage is not up by the time school starts, the police will assist.

Pace provided an update on the transportation utility fee that Farmington implemented. It has helped the City get a large amount of road work done, and the current budget is \$680,000. Farmington is one of 13 cities that charge a transportation utility fee. Farmington went through a very thorough public hearing process, equivalent to a truth in taxation hearing in Pace's opinion.

It was also in numerous newsletters. While Farmington's fee was approved on the same night as Pleasant Grove's, it has not had as much attention as Pleasant Grove's.

Libertas was successful in suing Pleasant Grove for their transportation utility fee, and Pleasant Grove appealed it. All 13 cities were confident that the ruling would be turned over on appeal. Then State Auditor **John Dougall** was in contact with Libertas about sponsoring a bill to eliminate transportation utility fees. **Pace** said that is a problem for Farmington, and he has now set up a meeting with Senator **Stuart Adams** to see what he feels about this issue, and to inform him of Farmington's desire to keep it in place. **Adams** represents Farmington, Kaysville and Fruit Heights.

Pace said both residents and businesses pay the transportation utility fee. Residents pay \$3 a month, and businesses pay based on their trip generation. Station Park pays around \$100,000 per year. Residents of other cities pay \$12 a month, which has received more attention than Farmington's.

The State Auditor's Office decided to look generally at fees among cities, and it is not challenging any utility fees but the transportation utility fee. The biggest issue that concerns the judge and auditor is there is not a specific service to the individual resident being received. City Attorney **Todd Godfrey** said it is all directed toward the character of the fee, whether it is used for a general purpose or specific project. Libertas said it is a tax masquerading as a fee, but the judge's ruling didn't say if it was a permitted fee or a tax.

Pace said it will be a tragedy if it comes to repealing the transportation utility fee, and it will have to go to a more defensive situation to grandfather in the 13 cities that currently charge the fee. The judge ruled that Pleasant Grove didn't have to return the fees. **Pace** said that when asked, a vast majority of Pleasant Grove residents preferred a transportation fee to a tax. **Mayor Talbot** says Farmington's biggest hardship is where to make up that \$600,000 that does not have a retail tax base. Taxes may have to be raised.

City Record **Holly Gadd** reminded the Council about the Utah League of Cities and Towns virtual conference on September 23-25.

Mayor Talbot and City Council Reports

Mayor Talbot encouraged City Councilmembers to check in with their committees. He said that life as he has known it for the last seven years is now totally different, as things have shut down, there is little physical interaction, and the City was not able to hold Festival Days.

Mayor Talbot shared information about the liquor store, which is an opportunity for sales tax. For 1.5 years, they tried to look for other locations, including Kaysville, but they were unsuccessful. They have now come into Planning Commission with drawings, which have been reviewed. **Mayor Talbot** said it may be part of a compound with other state entities along with the driver license division, highway patrol, and DMV. He said the project is number two on the list.

Shumway noted recent complaints about the gates at trail crossings. She has been getting similar complaints for nine years, as Farmington has amazing trails, awesome access, and hoards of people using the trails. She would like a comprehensive list of every crossing in Farmington, as that section of the trail is getting a bad rap for the closed gates. She said she would be happy to ride along with **Mellor** to look at every crossing for the active transportation plan, as each needs something different such as flashing lights, paint, signs, gates open, etc.

Isaacson said it is confusing for drivers and pedestrians, especially where he rides it multiple times a day on 1100 South. He is in favor of making it clear that motorists have to stop for pedestrians there, as it would also slow traffic down in the neighborhood. **Wayment** said is important to educate residents about how to deal with bike crossings, especially questions of who has the right of way.

Pace said the Burke and Clark Lane crosswalks have been budgeted for already, and will have lights associated with them. He said a traffic engineer is needed to make recommendations of what should happen at each trail crossing, to protect the City's liability. He said the gates may help prevent accidents. It is important to figure out Utah Transit Authority (UTA) requirements for these areas.

Wayment asked if there was anything the City could do about the dead lawn at the Post Office, since there is a City detention nearby. It is an eyesore and the Post Office construction is taking years. **Mayor Talbot** answered that there was nothing the City can do. He encouraged City Councilmembers to talk to the Post Master about it, and have residents do the same. The 2,500 square foot remodel there has taken three years, and the original contractor quit in the middle of the project. The City encouraged them to locate a new Post Office on ground they own across the street to create better access, but that is not happening. **Pace** said the Post Office has never maintained that property, and the City was doing it before when it looked like one piece with the City's. **Godfrey** said the City does not have jurisdiction over federal property.

Beus said that some pools in Davis County have tested positive for West Nile virus.

Shumway said she received an email in thanks of resurfacing 1100 West for the first time since the 1980s.

CLOSED SESSION

Motion:

Beus made the motion to go into a closed meeting for the purpose of litigation. **Shumway** seconded the motion, which was unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

Motion:

Wayment made a motion to reconvene to an open meeting. The motion was seconded by **Isaccson**, which was unanimously approved.

ADJOURNMENT

Motion:

Wayment made a motion to adjourn the meeting. **Shumway** seconded the motion, which was unanimously approved.

Holly Gadd, Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Holly Gadd, City Recorder

Date: September 10, 2020

Subject: Interlocal Agreement with Davis County for Placement of a Ballot Drop Box

RECOMMENDATION

By minute motion, approve the Interlocal Agreement with Davis County for Placement of a Ballot Drop Box on the east side of City Hall parking lot between City Hall and Community Center.

BACKGROUND

As part of the continual commitment to provide a safe and secure election, Davis County is coordinating with Cities and Libraries to install 15 drop boxes throughout the County. The drop boxes will be available for each election until 8pm on Election Day. After the election, the boxes will be locked in such a way that nothing can be dropped in the boxes (utility payments or other documents). Also, considering the current risk of COVID-19, the drop boxes will provide a safe alternative to voting at the polling location and provide a secure alternative if a voter chooses not to return their ballot in the mail.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Shane Pace
City Manager

INTERLOCAL COOPERATION AGREEMENT FOR PLACEMENT OF BALLOT DROP BOX

THIS AGREEMENT ("Agreement") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah ("County"), and FARMINGTON CITY ("City"), a municipal corporation of the State of Utah . County and City may also be referred to collectively in this Agreement as the "Parties."

RECITALS

A. County and City are public agencies, as defined by the *Utah Interlocal Cooperation Act*, Utah Code Ann. § 11-13-101 *et seq.* (the "Act"), authorized by the Act to enter into this Agreement;

B. The Davis County Clerk/Auditor, administers state and federal elections, and regularly assists cities within the County to administer local elections;

C. The Clerk/Auditor, as the County election officer, may designate ballot drop boxes within the County pursuant to UCA §20A-5-403.5;

D. The Parties desire to enter into this Agreement for their mutual benefit and for the further benefit of placing a ballot drop box within the City to be utilized in federal, state, and local elections.

NOW, THEREFORE, the Parties agree as follows:

1. **Ballot Drop Box.** City agrees to allow the County to place a permanent ballot drop box at a mutually agreed upon location, as set forth in Exhibit A herein. City, through this Agreement, hereby authorizes County ingress and egress to the ballot drop box, as necessary for the administration of the elections at the discretion of the County.

2. **Obligations of County.** County shall be solely responsible for maintaining the ballot drop box and all costs associated with upkeep and repairs to the ballot drop box.

3. **No Separate Legal Entity.** No separate legal entity is created by the terms of this Agreement.

4. **Property Acquisition.** There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement.

5. **Effective Date of Agreement.** The effective date of this Agreement shall be the earliest date after all of the following are completed (the "Effective Date"):

A. This Agreement is approved by the legislative body of County through, if necessary, a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

B. This Agreement is approved by the legislative body of City through, if necessary a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

C. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent County;

D. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent City;

E. This Agreement is filed with the keeper of records for County; and

F. This Agreement is filed with the keeper of records for City.

6. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, with the exception of any and all warranties, promises of indemnification, guarantees, or as otherwise expressly set forth herein, automatically terminate 50 calendar years after the Effective Date of this Agreement (the "Term"), unless terminated earlier pursuant to the terms and/or provisions of this Agreement. Either party may terminate this Agreement, with or without cause, upon giving 90 days written notice to the other party.

7. Review by Authorized Attorney. In accordance with the provisions of the Act (specifically Utah Code Ann. § 11-13-202.5(3), as amended), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this Agreement may take effect.

8. Governmental Approval, Execution and Resolution. This Agreement is conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Act, including, but not limited to, the adoption of resolutions of approval, but only if such resolutions are required by the Act of the legislative bodies of the Parties.

9. Record of Agreement. Executed duplicate copies of this Agreement shall be filed with the keeper of records of each of the Parties.

10. Relief of Obligation. This Agreement does not in any way relieve either party, as a public agency, of any obligation, duty or responsibility imposed upon it by law.

11. Indemnification and Hold Harmless.

A. County agrees to indemnify, defend and hold City and its officers, employees, agents and representatives harmless from and against any and all losses, liabilities, expenses, claims, cost, suits and damages, including attorney's fee, arising out of any negligence of County and its officers, agents or employees related to the performance of this Agreement; and

B. City agrees to indemnify, defend and hold County and its officers, employees, agents and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney's fees, arising

out of any negligence of City and its officers, agents or employees related to the performance of this Agreement.

12. Governmental Immunity Act. Because both Parties are governmental entities under the *Government Immunity Act of Utah* (Utah Code Ann. § Section 63G-7-101, *et seq.*, as amended), each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employee or agents and neither party waives any defense available to it under the *Governmental Immunity Act of Utah*.

13. Other Agreements. This Agreement does not abrogate or supersede any existing agreement between the Parties unless specifically so provided in this Agreement and except to the extent that the provisions of this Agreement are in conflict with the provisions of any such existing agreement.

14. Binding Effect; Entire Agreement; Amendment. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement represents the entire understanding between the Parties with respect to the subject matter herein, and there are no written or oral agreements between them which are not set forth herein. Neither this Agreement nor any provisions hereof may be changed, discharged or terminated verbally, and may be modified or amended only by an instrument in writing, signed by the Parties.

15. Governing of Law; Exclusive Jurisdiction. Utah law governs any Proceeding brought by one party against the other party arising out of this Agreement. If either party brings any Proceedings against the other party arising out of this Agreement, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

16. Authorization. The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enable to execute this Agreement on behalf of the Parties.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the privileges granted herein may be assigned without the prior written consent of the Parties.

18. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

19. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and

any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date stated above.

DAVIS COUNTY

Lorene M. Kamalu, Chair
Davis County Board of County Commissioners

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

The undersigned, being an authorized attorney for Davis County, reviewed this Agreement and found it to be in proper form and compliance with applicable law.

Davis County Attorney

FARMINGTON CITY

City Mayor

ATTEST:

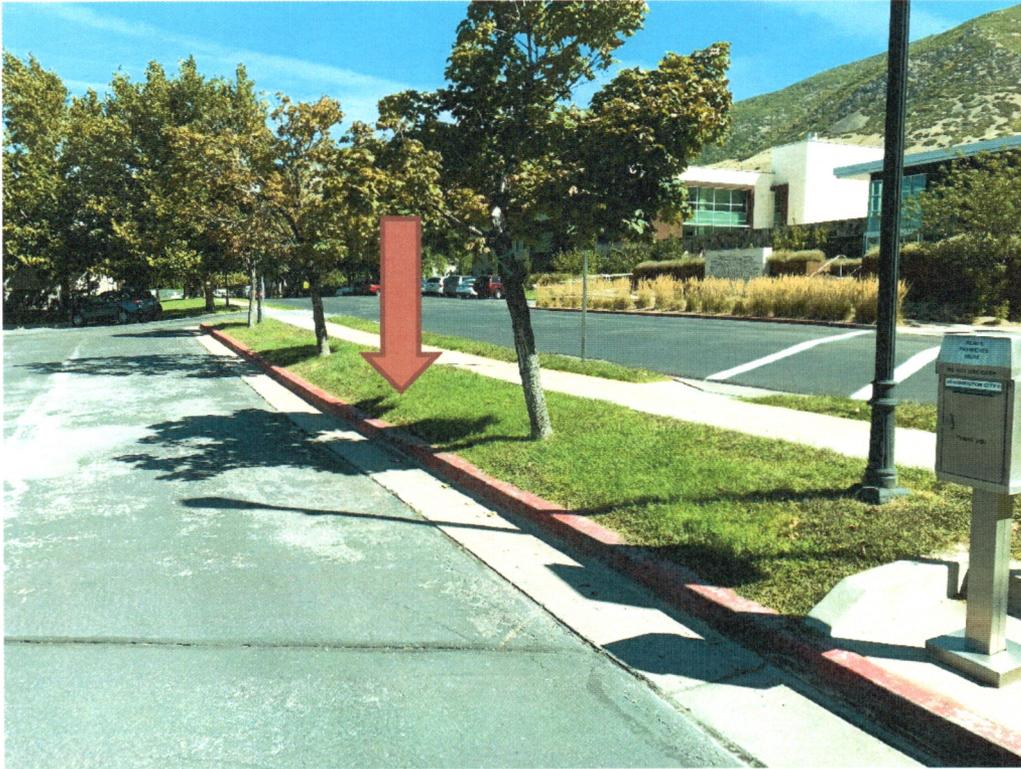
Layton City Recorder

The undersigned, being an authorized attorney for City, reviewed this Agreement and found it to be in proper form and compliance with applicable law.

City Attorney

Exhibit A

The ballot drop box will be located on the east side of the shared parking lot of the city office and the community center. The box will be located north of the utility drop box between the two trees.





FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Meagan Booth, City Planner

Date: September 15, 2020

SUBJECT: **PLAT AMENDMENTS:**

A. STATION PARK NORTH SUBDIVISION
Applicant: **Station Park Center Cal, LLC**

B. FARMINGTON RANCHES PHASES I SUBDIVISION
Applicant: **Matt and Erica Madsen**

C. SWAIN PUD SUBDIVISION
Applicant: **Tara Williamson**

RECOMMENDATION

Move that the City Council approve the following A) Station Park North Subdivision Plat Amendment B) Farmington Ranches Phase 1 Subdivision Plat Amendment and C) Swain PUD subdivision Plat Amendment as set forth herein, subject to all Farmington City ordinances, development standards, and the following condition that the applicants must address all DRC Comments.

Findings for Approval:

1. The plat amendments are allowing all applicants the full use of their property in a manner that has little to no impact on the surrounding properties.
2. The lot line adjustments related thereto are not contrary to the General Plan.

BACKGROUND

Station Park North Subdivision

The applicant Center Cal is requesting to amend the Subdivision Plat, therefore creating two lots, allowing Wendy's to occupy on its own parcel.

Farmington Ranches Phase 1 Subdivision

The applicant is requesting to adjust the lot line between the Lot 6 and 7 by 6 feet.

*See attached narrative from the applicant.

Swain PUD Subdivision

The applicant is requesting to adjust the lot line between lot 107 and 109.

*See attached narrative from the applicant.

Supplemental Information

1. Proposed Plat Amendment to Station Park North Subdivision
2. Proposed Plat Amendment to Farmington Ranches Subdivision Ph.1 and Narrative
3. Proposed Plat Amendment to Swain PUD Subdivision and Narrative

Respectfully Submitted

Meagan Booth

Meagan Booth
City Planner

Concur

Shane Manager

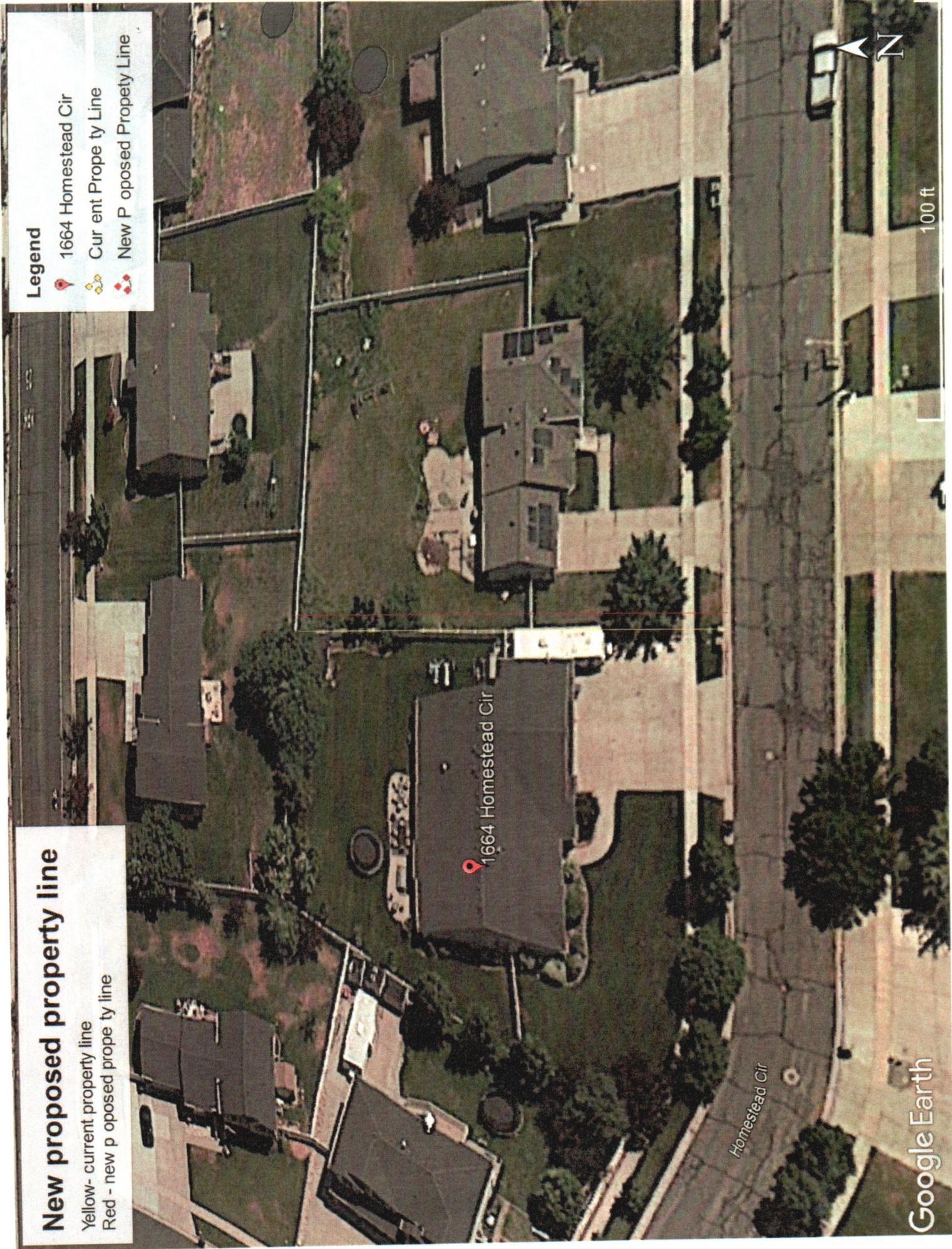
Shane Manager
City Manager

New proposed property line

Yellow - current property line
Red - new proposed property line

Legend

- 📍 1664 Homestead Cir
- 🟡 Current Property Line
- 🔴 New Proposed Property Line



📍 1664 Homestead Cir

Homestead Cir

Google Earth



100 ft

HOMESTEAD PROPOSED PROPERTY
REALIGNMENT

Matt & Erica Madsen (“**Acquiring Property**”) would like to purchase and Brian & Kelly Beckstrand (“**Selling Property**”) would like to sell roughly six feet x the length of the common property line from/to each other. The proposed change would allow the Madsen’s additional access for an RV pad in their backyard while still allowing the Beckstrand’s 10+ feet of setback on their property.

Acquiring Property Details: 1664 West Homestead Circle Farmington, Utah 84025

Tax Legal Description: All of Lot 6, Farmington Ranches Phase 1 Subdivision

Parcel ID: 082800006

Selling Property Details: 1648 West Homestead Circle Farmington, Utah 84025

Tax Legal Description: All of Lot 7, Farmington Ranches Phase 1 Subdivision

Parcel ID: 082800007

Transaction Details: The Acquiring Property would like to purchase from the Selling Property 6ft 3 inches x 144 feet of Selling Property and annex into the Acquiring Property Parcel. The measurements of the 6 ft start from the current shared property line (East property line of the Acquiring Property, and the West property line of the Selling Property) and would run the length of the properties North to South. See the pictures in Appendix A.

Acquiring Property Owners


Matt Madsen


Erica Madsen

Selling Property Owners


Brian Beckstrand


Kelly Beckstrand

SURVEYOR'S CERTIFICATE:

SWAIN PUD AMENDED SUBDIVISION
 AND DO HEREBY DEDICATE, GRANT, AND CONVEY TO DRAPEL CITY, UTAH, THOSE CERTAIN PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH UTILITY SERVICE LINES AND DRAINAGE, IN ACCORDANCE WITH THE UTAH PLANNING AND ZONING ACT AND THE SWAIN PUD SUBDIVISION AMENDMENTS TO THE SWAIN PUD SUBDIVISION MAP AND SUBDIVISION RECORDS AS SHOWN ON THIS PLAN.

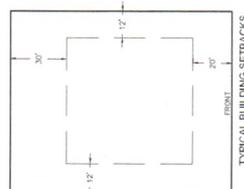
DATE: _____ SIGNATURE: _____

PROPERTY DESCRIPTION:

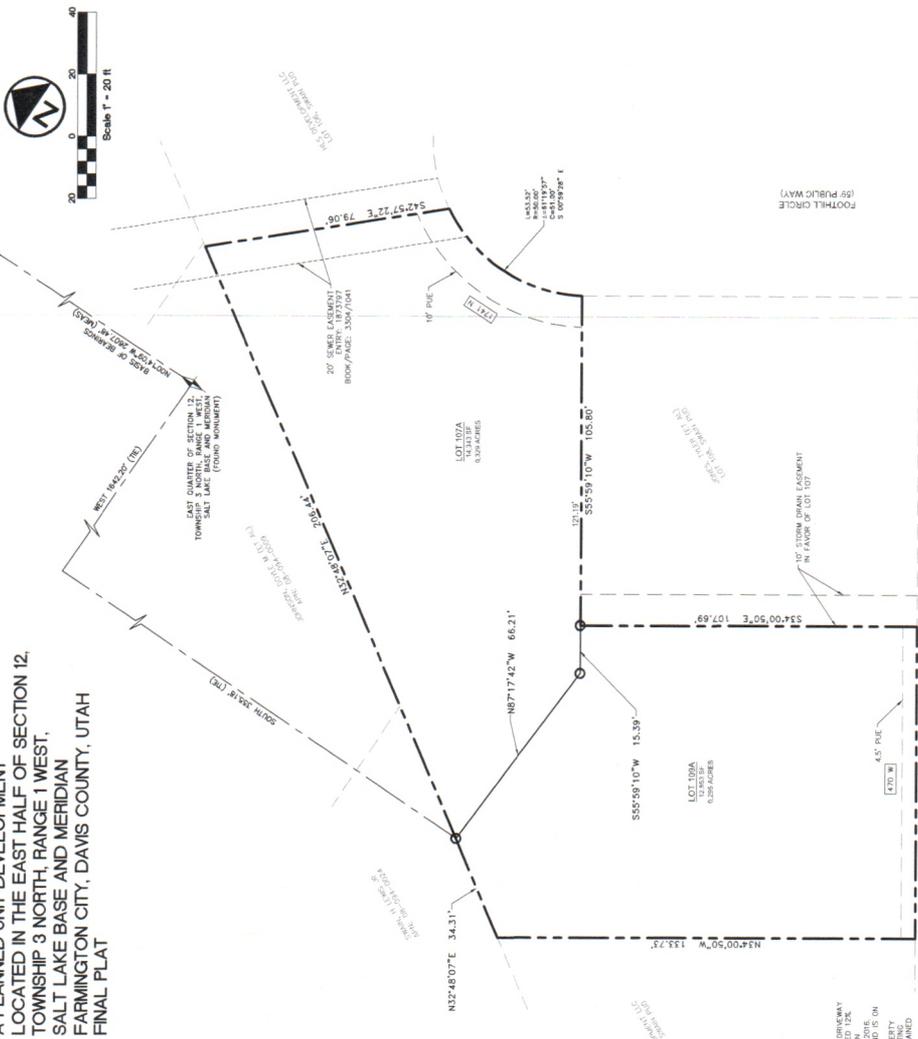
ALL OF LOTS 107 AND 109, SWAIN PUD SUBDIVISION, BEING ON FILE WITH THE OFFICE OF THE DAVID COUNTY RECORDS, HAVING A BASIS OF BEARINGS OF NORTH 00°09'00" WEST BETWEEN THE EAST QUARTER AND THE WEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT WHICH IS WEST 1642.20 FEET AND SOUTH 255.48 FEET FROM THE EAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THE FOLLOWING BEARINGS AND DISTANCES:
 1. NORTH 87°19'57" (CORNER BEARS SOUTH 09°09'28" EAST 51.00 FEET, 41.5000 TH 55°29'10" WEST 105.80 FEET, 105.80 FEET, 80 NORTH 32°48'07" EAST 34.31 FEET TO THE POINT OF BEGINNING.
 CONTAINS 272196 SQUARE FEET OR 0.624 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS INSTRUMENT IS THE NORTH QUARTER AND THE EAST QUARTER AND THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.



SWAIN PUD AMENDED SUBDIVISION
 AMENDING LOTS 107 AND 109, SWAIN PUD SUBDIVISION
 A PLANNED UNIT DEVELOPMENT
 LOCATED IN THE EAST HALF OF SECTION 12,
 TOWNSHIP 3 NORTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN
 FARMINGTON CITY, DAVIS COUNTY, UTAH
 FINAL PLAT



BENCHLAND WATER DISTRICT
 PRESSURIZED IRRIGATION SYSTEM
 APPROVED THIS _____ DAY OF _____, A.D. 20____
 BY BENCHLAND WATER DISTRICT,
 AUTHORIZED AGENT _____

CITY COUNCIL APPROVAL
 APPROVED THIS _____ DAY OF _____, A.D. 20____
 BY THE FARMINGTON CITY COUNCIL,
 CITY ATTORNEY _____

PLANNING COMMISSION
 APPROVED THIS _____ DAY OF _____, A.D. 20____
 BY THE FARMINGTON CITY PLANNING COMMISSION
 CHAIRMAN, CITY PLANNING COMMISSION _____

CITY ENGINEER
 APPROVED THIS _____ DAY OF _____, A.D. 20____
 BY THE FARMINGTON CITY ENGINEER,
 FARMINGTON CITY ENGINEER _____

OWNER'S DEDICATION:
 I, _____, OWNER OF THE UNDERSIGNED (PREVIOUS) OF THE SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 SWAIN PUD AMENDED SUBDIVISION
 AMENDING LOTS 107 AND 109, SWAIN PUD SUBDIVISION
 AND DO HEREBY DEDICATE, GRANT, AND CONVEY TO DRAPEL CITY, UTAH, THOSE CERTAIN PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH UTILITY SERVICE LINES AND DRAINAGE, IN ACCORDANCE WITH THE UTAH PLANNING AND ZONING ACT AND THE SWAIN PUD SUBDIVISION AMENDMENTS TO THE SWAIN PUD SUBDIVISION MAP AND SUBDIVISION RECORDS AS SHOWN ON THIS PLAN.
 THIS _____ DAY OF _____, A.D. 20____

ACKNOWLEDGMENT:
 STATE OF UTAH
 COUNTY OF _____
 ON THIS _____ DAY OF _____, A.D. 2020, PERSONALLY APPEARED BEFORE ME BROCK WILLIAMSON, WHO BEING DULY SWORN OF AFFIRMED, DID SAY THAT HE IS THE SIGNER OF THE WITHIN OWNER'S DEDICATION AND THAT SAID DEDICATION WAS SIGNED BY HIM FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN STATED.

ACKNOWLEDGMENT:
 STATE OF UTAH
 COUNTY OF _____
 ON THIS _____ DAY OF _____, A.D. 2020, PERSONALLY APPEARED BEFORE ME TYRA WILLIAMSON, WHO BEING DULY SWORN OF AFFIRMED, DID SAY THAT SHE IS THE SIGNER OF THE WITHIN OWNER'S DEDICATION AND THAT SAID DEDICATION WAS SIGNED BY HER FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN STATED.

BENCHLAND WATER DISTRICT
 PRESSURIZED IRRIGATION SYSTEM
 APPROVED THIS _____ DAY OF _____, A.D. 20____
 BY BENCHLAND WATER DISTRICT,
 AUTHORIZED AGENT _____

CITY COUNCIL APPROVAL
 APPROVED THIS _____ DAY OF _____, A.D. 20____
 BY THE FARMINGTON CITY COUNCIL,
 CITY ATTORNEY _____

PLANNING COMMISSION
 APPROVED THIS _____ DAY OF _____, A.D. 20____
 BY THE FARMINGTON CITY PLANNING COMMISSION
 CHAIRMAN, CITY PLANNING COMMISSION _____

CITY ENGINEER
 APPROVED THIS _____ DAY OF _____, A.D. 20____
 BY THE FARMINGTON CITY ENGINEER,
 FARMINGTON CITY ENGINEER _____

LEGEND AND ABBREVIATIONS
 FOUND SECTION CORNER
 SECTION LINE
 SET LINE MEASURE AND GAP (ENGINEERING)
 PROPERTY BOUNDARY

SWAIN PUD AMENDED SUBDIVISION
 LOCATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN

DAVIS COUNTY RECORDER
 RECORDED NO. _____
 State of Utah, County of Davis,
 Recorded and filed at the request of _____
 Date _____ Time _____ Book _____ Page _____
 Fee \$ _____
 _____ Davis County Recorder

WILDING ENGINEERING
 14731 SOUTH HENRIETTA COURT WAY
 SUITE 100
 BLDG 100-1112
 WWW.WILDINGENGINEERING.COM



Meagan Booth <mbooth@farmington.utah.gov>

Williamson Plat Amendment

Tyra Williamson <tyrawill11@gmail.com>
To: Meagan Booth <mbooth@farmington.utah.gov>

Tue, Sep 8, 2020 at 11:13 AM

Hi Meagan,

In regards to the Plat Amendment and quit-claim deeds I dropped off last week, I wanted to give a description of what we are proposing to accomplish and why.

We are currently building our home on lot 107. The land (currently part of of lot 109) we are proposing to redraw as part of lot 107 is significantly higher in elevation than the main, buildable area of lot 109. It is a natural extension of yard for lot 107 and a quite unnatural piece of land to belong to 109. As part of our backyard, we will be able to use and maintain the land that would otherwise be difficult to reach, use or maintain for lot 109.

We purchased lot 109 so we could make this adjustment/plat amendment. We made this plan and purchase working closely with Lew Swain, the (now previous) owner of lot 109 and the supervising memeber of the CCRs.

The attached document is an ammendment of the CCRs for our subdivision that allow for these boundaries (107 & 109 as I've described) and the boundaries of 102 and 105 for similar purpose to be changed. (Amendment to Section 5).

Lew Swain, the original creator of the Swain subdivision and controlling supervisor over the CCRs sent all lot owners a detailed plan for the changing of the boundaries of lots 109 and 107 (our lots) and lots 102 and 105. In both cases, the above identified lots are being redrawn to allow the upper elevated lots to retain the small portions of elevated land originally belonging to the lots generally situated far below the upper lots. He asked that all owners who were ok with the proposed changes sign the document. We have signatures of every lot owner in the subdivision. This should hopefully satisfy the city requirement to notify all lot owners as they are all aware and all sign in agreement to the proposed changes.

If you have any questions, please let me know.

Thanks for all your help!

Tyra Williamson

 **ccr ammendment to change lots.pdf**
7036K

CITY COUNCIL AGENDA

For Council Meeting:
September 15, 2020

S U B J E C T: Economic Development Tour

ACTION TO BE CONSIDERED:

1. None

GENERAL INFORMATION:

Touring Various Economic Development sites in the Salt Lake Valley.

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