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 agenda for the work session includes:

- Financial Report - Keith Johnson
- Review of City Council Agenda items.

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, October 5, 2010, at 7:00 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:

7:00 1. Roll Call (Opening Comments/Invocation) Pledge of Allegiance

7:05 2. Approval of Minutes of Previous Meetings

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:10 3. Trail Advocate of the Year Presentation - George Chipman

7:15 4. Planning Commission Report

PUBLIC HEARINGS:

7:20 5. Public Hearing: Consideration of Amendment to the Farmington Ranches Neighborhood Park Master Plan

7:40 6. Public Hearing: Consideration of Plat Amendment for The Village of Old Farm, Phase II pertaining to the vacation of three residential building lots with subsequent action to consider a two-lot minor plat approval with a dedicated public street right of way

PRESENTATION OF PETITIONS AND REQUESTS:

7:50 7. Review of The Haws Company e-mail correspondence regarding conditions for delay of paving the north end of Station Parkway

8:00 8. Consideration of Governing Body action to void previous recordations of Park Lane Village and Park Lane Commons Agreements that were superceded by replacement agreements

SUMMARY ACTION:

8:00 9. Minute Motion Approving Summary Action List

- Ratification of Approvals of Construction & Storm Water Bond Agreements.
- Authorization to re-roof Museum
- Approval of Exemption from curbside recycling service for Lagoon rental house occupied by Fussner Family
- Approval of new Reimbursement Agreement with Farmington Ranches Partners, LLC (David Tolman) pertaining to water line in Shirley Rae Drive
- Approval of Lettering Bid on City Hall by Thomas & Sons
- Conceptual approval of Parks & Recreation request to set group rates for spring and fall Youth, Dinner and Summer Theaters
- Improvements at Park Lane and D&RG rail crossing - proposed paving west to diagonal intersection.
- Host Agency Agreement for Senior Community Services Employment for Patricia Mwanuyera

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

OLD BUSINESS:

8:15 10. Discussion regarding City Manager Selection Process

8:30 11. Discussion pertaining to proposed demolition of Mary Myers' home on south Main Street

NEW BUSINESS:

8:35 12. Policy Consideration for Financing curb & gutter and possible street lighting projects

8:40 13. City Manager's Report

- Recruitment of Fire Chief
- Property Discussion for west Farmington Park
- Station Park Agreements/Invoices

GOVERNING BODY REPORTS:

8:45 14. Mayor Harbertson & City Council Reports

MISCELLANEOUS:

8:55 15. Miscellaneous

a. Miscellaneous items.

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

NOTICES OF COMMUNICATION

16. Items of General Correspondence

9:00 **ADJOURN**

DATED this 1st day of October, 2010.

FARMINGTON CITY CORPORATION

By: Margy Lomax
Margy Lomax, 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 Margy Lomax, City Recorder, 451-2383, at least 24 hours prior to the meeting.

Farmington City
Final Budget Fiscal Year Ending 6-30-2010

	Adopted FYE 6-30-10 Budget	Revisions	Amended FYE 6-30-10 Budget	FY 10 Actual	Difference Between Budget to Actual	FY 11 Adopted Budget	Budget Increase
General Fund Revenues:							
Property Tax	1,435,000	55,000	1,490,000	1,484,164	-5,836	1,456,000	-28,164
Vehicle Registration Fees	200,000	-5,000	195,000	204,856	9,856	200,000	-4,856
Sales Tax	1,825,000	-75,000	1,750,000	1,802,477	52,477	1,750,000	-52,477
Franchise Tax/Fee	1,167,000	23,300	1,190,300	1,206,689	16,389	1,218,500	11,811
License /permits	269,000	341,500	610,500	630,510	20,010	542,000	-88,510
Federal /State Grants	535,000	11,577	546,577	571,013	24,436	537,000	-34,013
Public Safety	67,549	44,210	111,759	114,065	2,306	97,049	-17,016
Development Fees	38,000	37,557	75,557	54,266	-21,291	71,010	16,744
Cemetery Fees	39,500	2,000	41,500	54,403	12,903	27,500	-26,903
Shared Court Revenue	315,000	-25,000	290,000	293,012	3,012	290,000	-3,012
Interest	-1,800	6,050	4,250	5,646	1,396	20	-5,626
Miscellaneous	57,800	16,221	74,021	77,658	3,637	61,800	-15,858
Sub-total	5,947,049	432,415	6,379,464	6,498,759	119,295	6,250,879	-247,880
Contributions & Transfers	9,700	0	9,700	9,700	0	9,700	
Appropriated Fund Balance	256,676	-256,676	0	0	0	499,706	
Total	6,213,425	175,739	6,389,164	6,508,459	119,295	6,760,285	
General Fund Expenditures:							
Legislative	100,800	-6,000	94,800	85,797	-9,003	100,150	14,353
Administrative	536,726	-1,699	535,027	502,146	-32,881	548,540	46,394
Planning / Zoning	508,662	-19,787	488,875	469,244	-19,631	532,279	63,035
Police	1,682,941	70,609	1,753,550	1,730,340	-23,210	1,733,154	2,814
Fire	467,589	-18,129	449,460	433,394	-16,066	470,109	36,715
Emergency Preparedness	2,200	1,200	3,400	2,612	-788	2,400	-212
Inspection	247,607	22,882	270,489	260,593	-9,896	337,169	76,576
Streets	743,839	-41,740	702,099	679,927	-22,172	769,096	89,169
General Government Buildings	297,756	37,394	335,150	320,986	-14,164	351,393	30,407
Parks / Cemetery	601,362	17,902	619,264	606,742	-12,522	696,826	90,084
General Recreation	330,094	-2,174	327,920	317,225	-10,695	341,042	23,817
Loan to RDA	37,500	-10,000	27,500	27,500	0	27,500	0
Miscellaneous	40,300	-16,524	23,776	4,210	-19,566	39,800	35,590
Transfer to Capital Funds	616,049	140,581	756,630	750,470	-6,160	810,827	60,357
Sub-total	6,213,425	174,515	6,387,940	6,191,186	-196,754	6,760,285	569,099
Appropriated Fund Balance Increase	0	1,224	1,224	317,273	316,049	0	
Total	6,213,425	175,739	6,389,164	6,508,459	119,295	6,760,285	

FARMINGTON CITY CORPORATION BUDGET

GENERAL FUND BALANCE

BUDGET

	Actual Amount	Amended Budget Amount	Original Budgeted Unrestricted	Restricted Class C	Restricted Liquor Law	Total Actual Budget General Fund
Audited Balance 6-30-09	936,471	936,471	936,471	0	5,210	941,681
Projected Revenue 6-30-2010	5,949,732	5,845,365	5,412,049	530,559	18,468	6,498,759
Projected Expenditures 6-30-2010	5,663,644	5,841,036	5,665,220	498,965	18,877	6,181,486
Projected Balance 6-30-2010	1,222,559	940,800	683,300	31,594	4,801	1,258,954
Budget Revenue 6-30-2011	5,713,879	5,713,879		520,000	17,000	6,250,879
Budget Expenditures 6-30-2011	6,208,874	6,208,874		524,176	20,000	6,753,050
Budget Balance 6-30-2011	727,564	445,805	0	27,418	1,801	750,463

State Required Fund Balance 6-30-2008

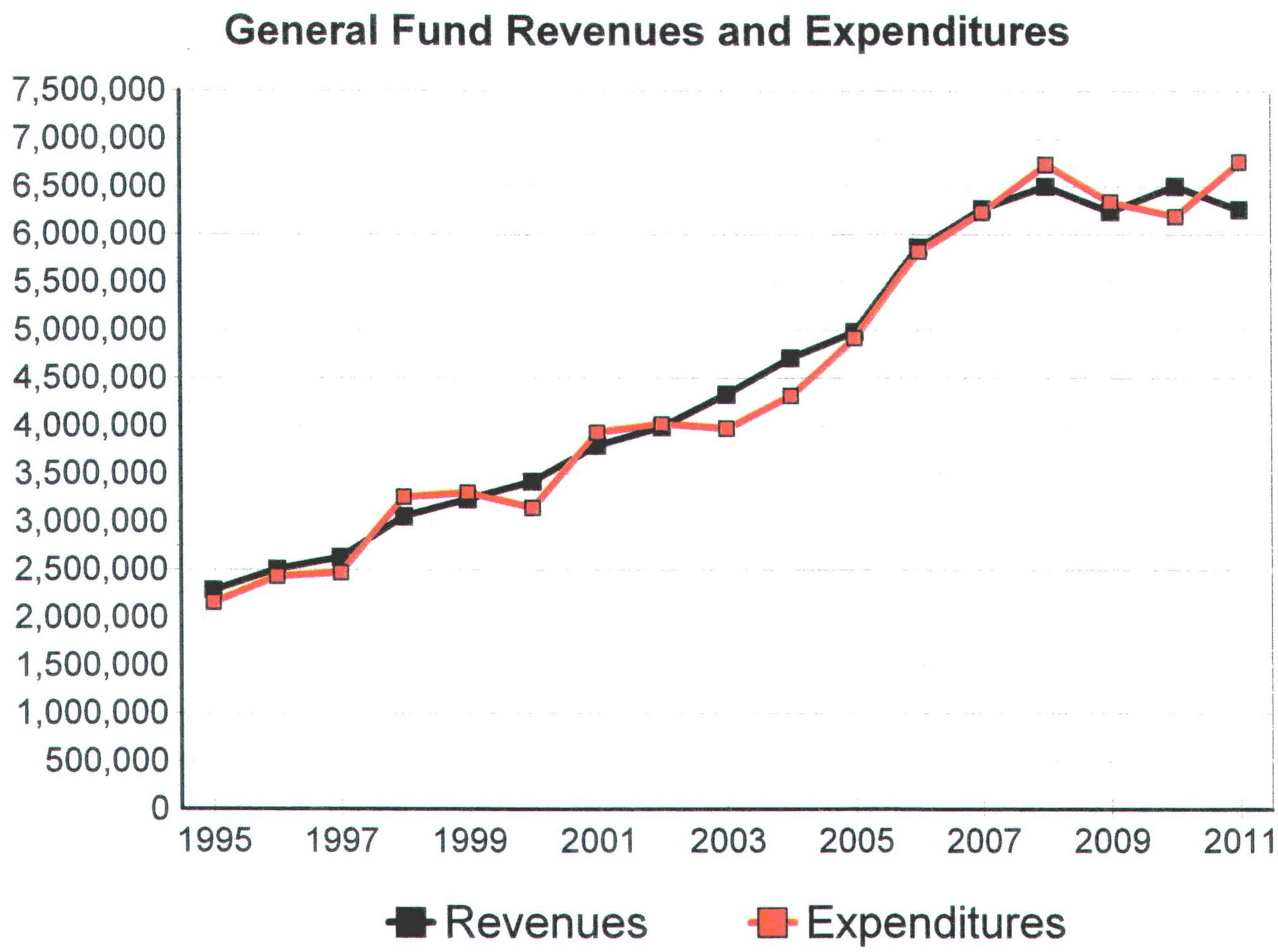
5,949,732	5,949,732
x 18%	x .05
1,070,952	297,487

State Required Fund Balance 6-30-2009

5,713,879	5,713,879
x .18	x .05
1,028,498	285,694

Sales Tax

Date of Collection	Date of Deposit	Total Direct Sales	Amount From Lagoon	Amount From Smiths	Total Recieved	Percent Increase
July	09/30/09	135,248.11	75,852.87	18,742.63	173,445.36	
August	10/31/09	135,881.10	77,115.75	18,551.00	177,189.45	
September	11/30/09	80,862.94	20,058.98	18,917.32	155,147.53	
October	12/30/09	69,075.76	26,660.14	17,697.38	139,707.83	
November	01/30/10	44,103.19	1,427.47	17,851.00	113,554.19	
December	02/28/10	103,667.32	1,411.01	38,301.67	186,820.19	
January	03/31/10	53,850.08	1,094.43	17,446.17	118,479.95	
February	04/30/10	60,317.63	1,301.13	18,237.41	122,766.49	
March	05/30/09	62,901.81	1,068.09	18,367.59	147,120.86	
April	06/30/09	79,482.72	21,925.28	19,178.03	107,849.54	
May	07/30/09	107,400.56	49,169.30	18,681.83	153,671.34	
June	08/30/09	156,292.06	73,661.38	19,486.95	206,724.12	
	Totals	1,089,083.28	350,745.83	241,458.98	1,802,476.85	-5.96
July	09/30/08	62,465.34	0.00	18,702.97	149,004.97	
August	10/30/08	249,055.66	170,581.22	18,440.38	248,920.91	
September	11/30/08	105,388.58	29,494.06	18,381.52	187,261.20	
October	12/31/08	77,502.22	27,103.62	16,974.13	144,210.66	
November	01/30/09	57,379.85	2,795.06	16,427.63	132,186.43	
December	02/28/09	89,687.19	2,043.17	36,051.05	181,197.99	
January	03/31/09	62,643.30	625.81	16,398.05	137,655.86	
February	04/30/09	73,507.91	5,384.03	16,609.42	133,234.15	
March	05/30/09	67,158.88	1,933.95	16,592.21	149,267.85	
April	06/30/09	66,103.19	19,929.61	17,576.76	111,242.49	
May	07/30/09	103,928.77	50,409.32	17,352.40	154,021.25	
June	08/30/09	135,708.60	73,114.52	17,460.30	188,495.79	
	Totals	1,150,529.49	383,414.37	226,966.82	1,916,699.55	-7.15
July	09/30/07	146,121.36	81,844.01	16,497.41	188,001.48	
August	10/30/07	140,190.95	80,081.96	15,765.15	196,984.47	
September	11/30/07	96,996.67	30,148.29	19,364.08	188,484.79	
October	12/31/07	77,266.47	28,793.74	15,513.78	144,955.03	
November	01/30/08	59,415.42	3,972.60	14,719.65	137,326.92	
December	02/28/08	90,730.23	4,444.98	33,393.00	197,336.25	
January	03/30/08	55,173.75	1,437.23	15,490.90	134,398.98	
February	04/30/08	57,717.71	3,672.04	15,565.48	133,979.51	
March	05/30/08	74,484.30	1,746.68	16,465.16	174,803.37	
April	06/30/08	79,672.87	22,063.07	17,807.29	136,391.63	
May	07/30/08	181,744.87	59,660.52		202,481.21	
June	08/30/08	181,136.77	97,881.79	35,528.07	229,163.59	
	Totals	1,240,651.37	415,746.91	216,109.97	2,064,307.23	10.37
July	09/30/06	122,152.83	73,846.44	13,939.52	164,405.94	
August	10/30/06	117,971.35	66,655.84	13,402.36	170,600.77	
September	11/30/06	77,739.50	23,393.58	13,295.46	162,395.07	
October	12/31/06	57,727.60	17,935.19	13,802.14	126,176.24	
November	01/30/07	47,208.71	2,110.45	13,028.98	125,073.73	
December	02/28/07	76,580.40	362.33	29,422.31	179,068.77	
January	03/30/07	50,096.98	1615.09	13,370.38	122,683.68	
February	04/30/07	61,326.04	19,638.99	10,339.55	124,778.26	
March	05/30/07	63,760.25	2,160.53	13,919.36	168,977.47	
April	06/30/07	66,883.24	18,917.54	15,085.24	131,927.28	
May	07/30/07	117,828.41	66,980.22	16,113.86	164,784.63	
June	08/30/07	162,718.48	98,850.66	16,547.85	229,438.73	
	Totals	1,021,993.79	392,466.86	182,267.01	1,870,310.57	18.65
July	09/30/05	114,485.83	73,504.86	12,515.09	145,174.05	
August	10/30/05	102,163.48	62,920.79	11,880.40	140,464.87	
September	11/30/05	42,798.64	0	11,623.20	122,010.48	
October	12/31/05	80,121.92	42,038.37	11,723.57	120,857.62	
November	01/30/06	38,026.84	1,277.18	11,134.89	97,815.06	
December	02/28/06	64,555.91	801.70	25,828.45	150,640.11	
January	03/30/06	41,035.30	688.19	11,077.05	102,592.46	
February	04/30/06	36,330.61	4,006.69	11,708.62	93,190.47	
March	05/30/06	55,673.57	4,579.60	12,436.62	137,620.74	
April	06/30/06	60,110.34	10,228.20	12,093.93	120,241.47	
May	07/30/06	89,854.02	42,706.42	12,686.30	141,331.65	
June	08/30/06	134,765.22	76,774.63	13,586.53	204,408.62	
	Totals	859,921.68	319,526.63	158,294.65	1,576,347.60	17.40
July	09/30/04	98,691.85	66,063.47	10,781.42	125,214.25	
August	10/30/04	97,522.21	61,508.99	10,379.71	121,823.27	
September	11/30/04	69,707.40	15,357.48	10,040.78	124,697.93	
October	12/31/04	43,558.01	14,153.36	10,380.81	89,259.13	
November	01/30/05	43,167.73	12,491.61	9,642.24	88,295.50	
December	02/28/05	52,368.08	400.37	22,062.00	130,707.11	
January	03/30/05	34,501.84	530.14	9,950.08	83,540.69	
February	04/30/05	30,784.94	869.78	10,277.14	80,877.25	
March	05/30/05	45,455.65	2,250.10	10,989.98	115,426.06	
April	06/30/05	45,515.01	10,834.54	10,109.13	100,669.30	
May	07/30/05	79,772.09	40,291.34	11,052.54	114,944.70	
June	08/30/05	119,988.88	69,493.78	11,824.36	167,238.16	
	Totals	761,033.69	294,244.96	137,490.19	1,342,693.35	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7,000,000
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1995
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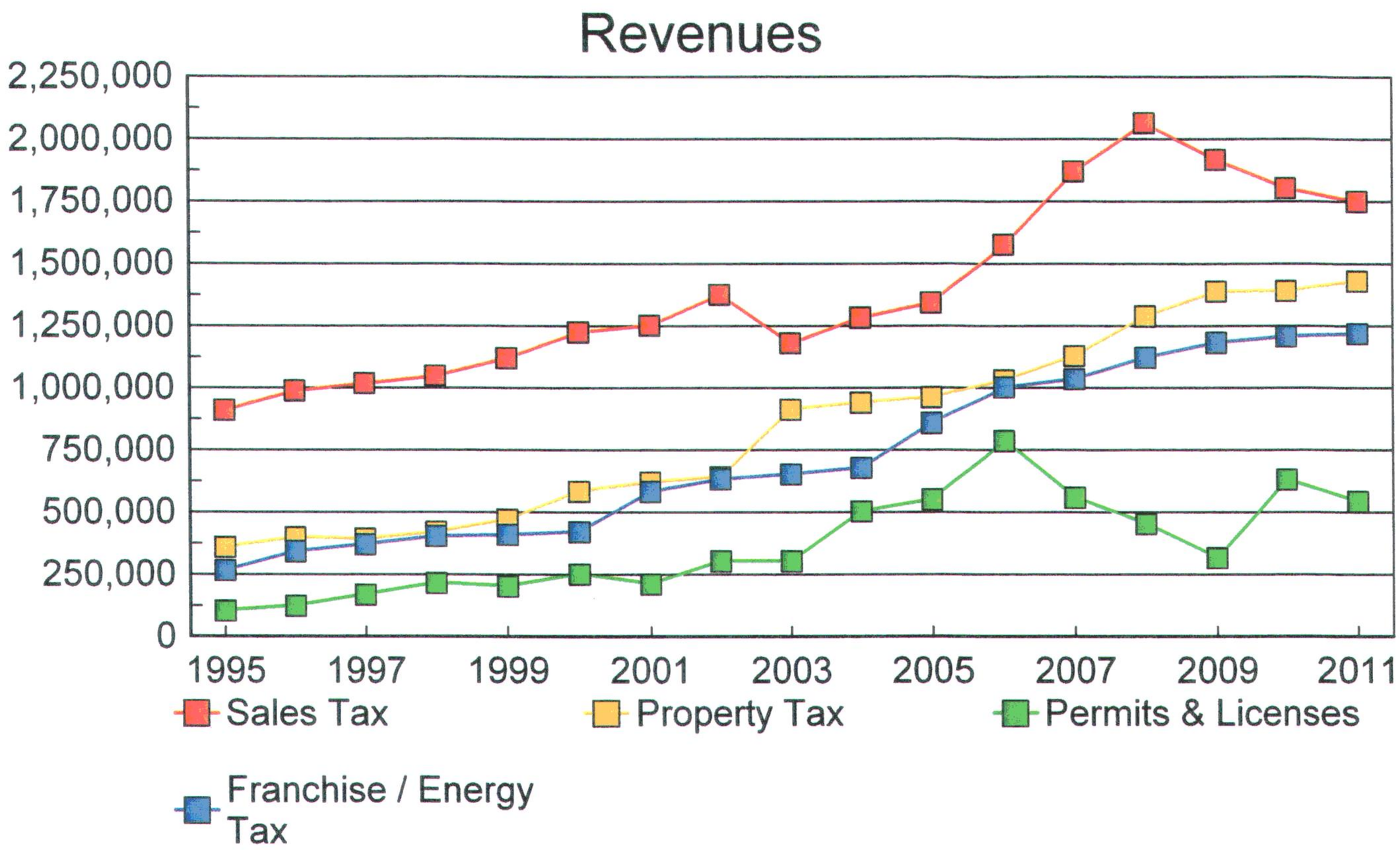
Revenues
Expenditures


Revenues
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1,500,000
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500,000
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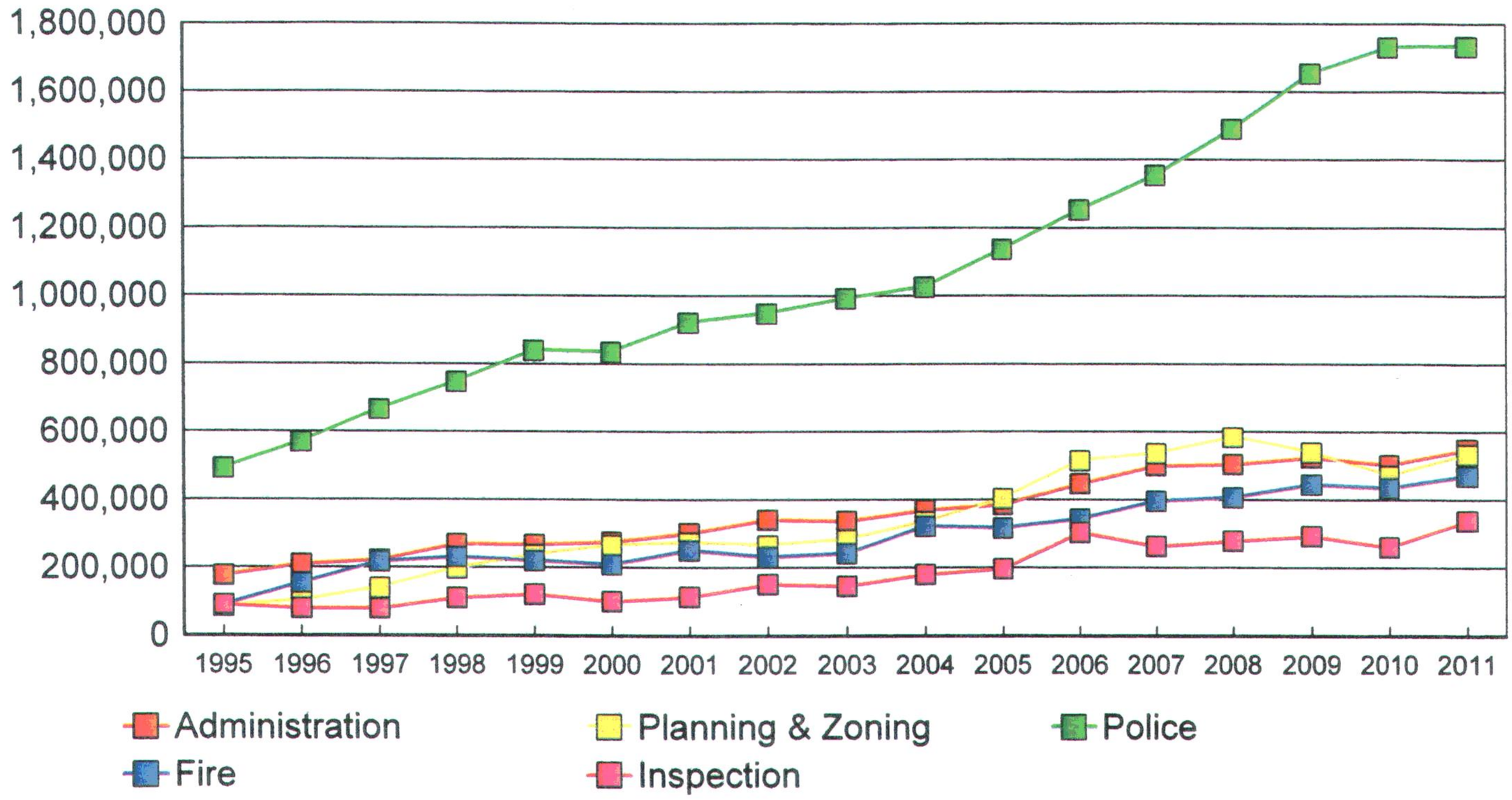
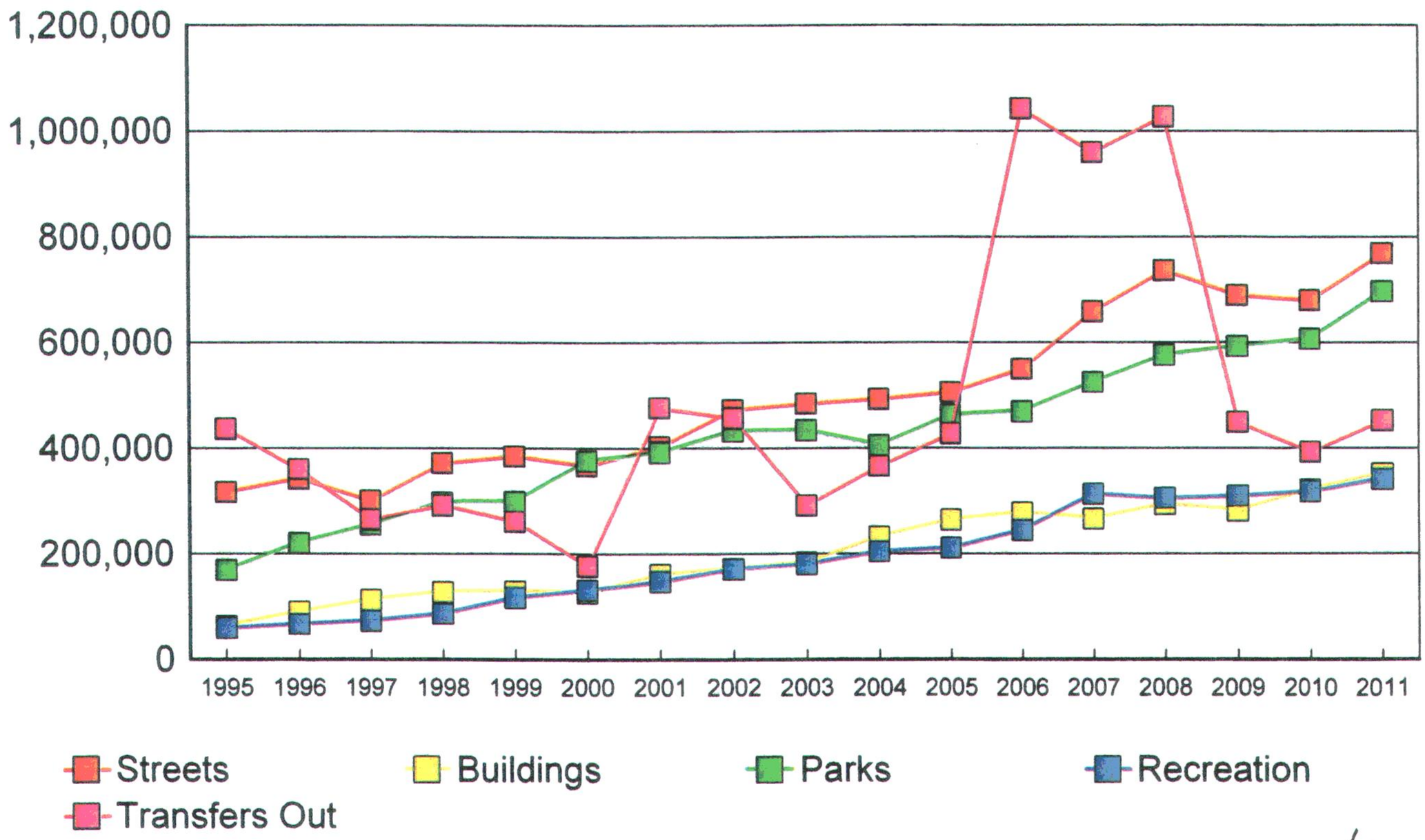
2003
2005
2007
2009
2011
Sales Tax
Property Tax
Permits & Licenses
Franchise / Energy Tax

Expenditures





Agenda Item 1

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
September 6, 2010

Petitioner _____

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

Margy Lomax, will give the invocation/opening comments to the meeting and Max Forbush, the City Manager, will 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.

Agenda Item 2

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
September 6, 2010

Petitioner _____

SUBJECT: **Approval of Minutes of Previous Meetings**

ACTION TO BE CONSIDERED:

Minute motion approving the minutes of the regular City Council meeting held October 5, 2010.

GENERAL INFORMATION:

Please see enclosed minutes. They have been reviewed by staff and are ready for Governing Body review and approval.

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

DRAFT

FARMINGTON CITY COUNCIL MEETING

Tuesday, September 21, 2010

CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

PRESENT: Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot and Sid Young, City Manager Max Forbush, City Planner David Petersen, Assistant City Planner Glenn Symes, City Engineer Paul Hirst and Recording Secretary Cynthia DeCoursey

Mayor Harbertson began the work session at 5:40 p.m. He welcomed members of the community and Davis County Commissioner **Bret Millburn**, representative from the County Planning Department **Tony Thompson**, and **Kevin Blalock** of Blalock & Partners.

Davis County Administrative Building, Library and Children's Justice Center proposals

Bret Millburn said the relocation of the County Health Department to a new building in Clearfield and a favorable bidding and bonding climate have contributed to the progress of this project. He believes it is a positive thing for Farmington City to have a new County campus near the historic Courthouse. He agreed that there are many concerns, and the County realizes that there are different ideas and opinions regarding these new buildings. **Kevin Blalock** gave a presentation of the conceptual Davis County administration office elevations and site plans. His company is committed to several key elements, including a relationship to the existing Courthouse building, the extension of the landscaping which is currently located on Main Street, and a pedestrian entrance on the north end of the property. He reviewed plans for the Children's Justice Center and the Administrative/Library Building and said the total square footage for both buildings is approximately 50,000 square feet.

The **Mayor** and several members of the Council questioned why there was no representation from Farmington during the planning process for these buildings. Also, several residents who live near the site expressed concerns such as:

- Noise levels and other disturbances during construction
- Parking during construction
- Concern regarding additional traffic and speed limits in the area
- Lack of input from the residents and City officials during this process
- The modern design of the Administration/Library building does not tie in with the Courthouse and other buildings in Farmington

No other agenda items were discussed.

REGULAR CITY COUNCIL/CITY CHAMBERS/CALL TO ORDER

PRESENT: *Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, and Sid Young, City Manager Max Forbush, Assistant City Planner Glenn Symes, City Engineer Paul Hirst, City Recorder Margy Lomax and Recording Secretary Cynthia DeCoursey*

Mayor Harbertson called the meeting to order at 7:15 p.m. and welcomed those in attendance—including Farmington Youth Council members **Jordan Kattelman**, **Emily Welch**, and **Melissa ????**. He excused Council Member **Jim Talbot**. **Cory Ritz** offered the invocation, and the Pledge of Allegiance was led by local Boy Scout **Russell Anderson**.

APPROVAL OF MINUTES (Agenda Item #2)

There was one minor amendment to the minutes.

Motion

John Bilton made a motion to approve the minutes of the regular City Council meeting held September 7, 2010. The motion was seconded by **Sid Young** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

PLANNING COMMISSION REPORT (Agenda Item #3)

Glenn Symes said the Commission approved the flag lot request from **Merrill** and **Cheri Law**. Because of a suggestion from the Council to adjust the front lot lines and make the front lot larger than 20,000 square feet, there was no longer a requirement for a conservation subdivision waiver. The Commission also approved a request for an amended plat for the Village at Old Farm Phase 2 plat for the dedication of a street connecting the northern phase to the southern phase. He explained that the development agreement for this subdivision includes both residential and commercial/office uses. There is a provision in the agreement which requires the dedication of a road from the southern residential portion to the northern portion if it is residential, if the northern phase is commercial, the road will not be necessary. Several property owners were not aware of the possible roadway and expressed their concerns. The Gardner Company plans to record the dedication, sell the final two lots and build a two-unit building instead of the three-unit building which was previously approved.

(PUBLIC HEARING): CONSIDERATION OF CABLE FRANCHISE AGREEMENT WITH COMCAST OF WASATCH, INC. (Agenda Item #4)

Mayor Harbertson said City staff and Comcast have worked together to ensure that Farmington is in compliance with state requirements and Farmington regulations. City Manager **Max Forbush** recommended approval of the Agreement.

Public Hearing

Mayor Harbertson opened the public hearing at 7:18 p.m.

David Rathbun, 81 South Churchill Downs Drive, said he recently moved to Farmington and would like to get involved in the community. He is in favor of allowing Comcast to install their equipment in Farmington City.

Scott Danzie, representative from Comcast, said it is a cable industry standard to have 15 homes per quarter mile, but if the distance is beyond 125 feet, there will be additional costs. **Mr. Forbush** pointed out that the City will receive a franchise fee—in 2009 the amount was approximately $65,000—and the agreement is not exclusive. There was a brief discussion regarding the 5-year term of the Agreement, the 18-inch depth of the lines, and the installation of fiber cable in west Farmington.

The public hearing was closed at 7:25 p.m.

Motion

John Bilton made a motion to approve the Cable Franchise Agreement between the City of Farmington, Utah and Comcast of Wasatch, Inc. The motion was seconded by **Rick Dutson** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

(PUBLIC HEARING): CONSIDERATION OF ORDINANCE AMENDING TITLE 11, CHAPTER 18 OF CITY CODE REGARDING THE MIXED USE DISTRICT REGULATING PLAN TO PERMIT THE REALIGNMENT OF A NEIGHBORHOOD STREET ADJACENT TO THE CENTRAL DAVIS SEWER DISTRICT PUMP STATION (Agenda Item #5)

Public hearing

Mayor Harbertson opened the public hearing at 7:30 p.m. There was no one from the public to speak regarding this matter, and the public hearing was closed.

Motion

Rick Dutson made a motion to approve the Ordinance amending Title 11, Chapter 18 of the Farmington City Code regarding the Mixed Use District Regulating Plan. **John Bilton** seconded the motion, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

Findings

1. The amendment to the Regulating Plan will still maintain circulation in the area as intended with the Mixed Use Districts.
2. The Regulating Plan can be adjusted slightly with a PMP once development is proposed which will allow City staff to ensure property design and site distance for the intersections.

(PUBLIC HEARING): CONSIDERATION OF ORDINANCE AMENDING TITLE 11, CHAPTER 10 ADDING "GREENHOUSE/GARDEN CENTER RETAIL" AS A CONDITIONAL USE IN THE AGRICULTURAL ZONES OF AA, AE, AND A (Agenda Item #6)

Public hearing

The **Mayor** opened the public hearing at 7:32 p.m. There was no one from the public to speak regarding this item, and the public hearing was closed.

Rich Haws presented a conceptual plan of an amenity which would utilize his red barn and adjacent land north of Burke Lane. He proposed a greenhouse/garden center which may include a nursery, tree and plant sales, and green space.

Motion

Sid Young made a motion to approve the Ordinance amending Title 11, Chapter 10 adding "Greenhouse/Garden Center Retail" as a conditional use in the Agricultural Zones of AA, AE and A. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

Findings

1. Greenhouses and garden centers are customary to agricultural uses and zones so the addition of such a use in Farmington's agricultural zones would be appropriate.
2. The proposed use has already been established in other zones of the City and is not a use that is inconsistent with the character of the City.
3. The limitation to five acres or smaller ensures that any proposed greenhouse or garden center operation would be small scale and would not negatively impact surrounding properties or overburden existing infrastructure.

(PUBLIC HEARING): CONSIDERATION OF ORDINANCE AMENDING TITLE 11, CHAPTERS 6 & 7 REGARDING NOTICING REQUIREMENTS FOR SITE PLANS, ZONE TEXT AND MAP AMENDMENTS AND ESTABLISHING A NOTICING RADIUS OF 500 FEET FOR SITE PLAN REVIEWS (ZT-3-10) (Agenda Item #7)

Mr. Symes said the City Attorney felt that authorizing the Planning Commission and the City Council to make decisions regarding the noticing radius was too arbitrary. He also explained that because the state's noticing requirement is 10 days, staff would like to change the City's requirement from 14 to 10 days which will assist them as they strive to conduct proper noticing.

Public hearing

The public hearing was opened at 7:45 p.m. There was no one from the public to speak concerning this item, and the public hearing was closed.

Motion

Cory Ritz made a motion to approve the Ordinance amending Title 11, Chapters 6 & 7 establishing a noticing radius of 500 feet for site plan reviews as well as zone text and map amendments and amending the 14-day noticing requirement to a 10-day noticing requirement. **Rick Dutson** seconded the motion, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

Findings

1. The noticing radius of 500 feet goes beyond what has typically been done in Farmington and in most other communities.
2. The increased noticing radius will allow a great number of residents to be aware of potentially impactful development.
3. The amendment to the site plan review requirement allows less impactful conditional use permits to have a traditional mailing radius.

MINUTE MOTION APPROVING SUMMARY ACTION LIST (Agenda Item #8)

7-1	Ratification of approvals of Construction & Storm Water Bond Agreements
7-2	Approval of July's disbursement list
7-3	Approval of Sidewalk Replacement Agreement with **Gordon Crabtree**
7-4	Approval of request for **Joyce F. Bradwisch** to be exempted from the residential curbside recycling program
7-5	Approval of Resolution enacting Section E3 to Consolidated Fee Schedule providing for cancellation fee for Community Arts Center

Motion

Rick Dutson made a motion to approve the items on the Summary Action List. **John Bilton** seconded the motion, and it was approved by Council Members **Bilton**, **Dutson**, **Ritz**, and **Young**.

Council Member **Jim Talbot** arrived at the meeting at 7:46 p.m.

PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT WITH FARMINGTON PARTNER, LLC (DAVID S. TOLMAN) (Agenda Item #9)

Mayor Harbertson reminded the Council that this Agreement is an effort to reimburse the contractor, **David S. Tolman**, for the installation of public improvements. The City has not received a response from him, but **Mr. Forbush** recommended that the Council approve the Agreement contingent upon approval by **Mr. Tolman**.

Motion

Rick Dutson made a motion to approve the Public Improvement Reimbursement Agreement with Farmington Partner, LLC with the condition that **David S. Tolman** also approves the Agreement. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton**, **Dutson**, **Ritz**, **Young**, and **Talbot**.

REVIEW OF "CALL CENTER PROPOSAL" – OLD KMART BUILDING (Agenda Item #10)

Mayor Harbertson distributed a handout which included information regarding APAC Customer Services, Inc. a company interested in locating a call center in Farmington. He said there would be from 150-600 jobs, and the majority (90%) would have a $10/hour salary. There also may be 60 managerial jobs with a higher salary. They are considering several sites in Utah, and Farmington may be their top choice. Davis County has requested that we send a letter of support to this company if we plan to support this type of business.

There was a lengthy discussion of both positive and negative aspects of having this type of business in the City. **Jim Talbot** referred to a letter he wrote to the City Manager and members of the Council and suggested more study and research to determine if this would be a good fit for the City. **Rick Dutson** said the proposal does not feel like a natural fit, but something needs to be done with the building. He suggested hiring a professional who has no interest in the property to determine a good option for this building. **John Bilton** said he would approve of a letter of support indicating that the City's recommendation is that they locate in a business park type setting in Davis County. The **Mayor** pointed out that the reconstruction of U.S. 89 makes it very difficult to entice a commercial business into an area with poor access.

CITY MANAGER REPORT (Agenda Item #11)

900/1000 North Street improvement project

The Public Works Department, City Engineer, City Manager, and Council Member **John Bilton** have scheduled a meeting on Wednesday, September 22 at 6:00 p.m. Residents in the area have been invited to attend, and information regarding the culinary water line, water service lateral replacement project, reconstruction of the streets, and curb and gutter improvements will be discussed.

Station Parkway progress report

Mr. Forbush said the curb and gutter is in place on Park Lane; however, there has been a request to extend the curb and gutter an additional 100 feet to tie into the storm water.. There has also been a recommendation from the Public Works Department to postpone the paving of the northern two thirds of the promenade until next spring which will allow the trenches to settle. The sewer line is 20 feet deep, and it is difficult to get the necessary compaction.

CRS Office Plan

CRS has submitted plans for finishing the extra space in the city building. City Engineer **Paul Hirst** said their intent is to finish it out in much the same manner as the City.

Proposed well site

Mr. Forbush informed the Council that the non-historical section of the **Mary Meyers** house was demolished, and a decision needs to be made as to whether or not to save the remaining portion. The remaining adobe section was damaged by the demolition, and it also sustained water damage. He invited the Council to visit the site and offer their input on the decision. **Jim Talbot** made the point that the remaining structure may not withstand the drilling process, but it may be possible to save the rock.

MAYOR AND CITY COUNCIL REPORTS - (Agenda Item #12)

Mayor Harbertson's Report

- The **Mayor** referred to a letter of resignation from Farmington City Fire Chief **Larry Gregory**. He expressed appreciation for the great job **Mr. Gregory** has done for the past 15 years. He mentioned that on Wed., September 25th, the Fire Department will honor **Chief Gregory** at his home, and the Council is invited to attend. Plans are also being made to honor him on Tuesday, October 5th at the City Council meeting.

- The **Mayor** said the City will begin looking for a replacement this week, and the Kaysville City Fire Chief and South Davis Metro Fire Chief have offered to assist. The Council and staff agreed to look at the current job description to determine the minimum requirements.

- The **Mayor** and **David Petersen** met with the Davis School District, and they are interested in partnering with Farmington City to restore a historical home that Lagoon owns on 100 North. Students will provide all the labor, and there will be a meeting on Friday, September 24th at 3:00 p.m. to allow DSD to look at condition of the home. He also spoke with **Dave Freed** of Lagoon regarding assistance with the costs which will be associated with the restoration.

- A homeowner in the Grove subdivision is willing to donate a 45-foot blue spruce tree to the City. The Council asked **Mr. Forbush** to follow up on the offer.

- There will be a town hall meeting on Wednesday, September 22nd, and the subject is volunteerism.

- City officials have been invited to a cooking class offered by Harmons on October 7th and October 12th. **Cory Ritz, John Bilton, Mayor Harbertson, Rick Dutson, David**

Petersen and **Michael Nilson** will attend on October 7th. **Sid Young**, **Max Forbush**, **Glenn Symes**, **Rick Draper**, and **Brett Anderson** will attend on October 12th.

City Council Reports

John Bilton

- He referred to pictures in the staff report showing water damage in the Farmington Ranches Park because of a sub-surface drain and asked if this was the first notice sent to the homeowner. **Mr. Forbush** replied that there is a long history on this issue.

- He used the Legacy Trail recently, and there are many issues that need to be resolved. **Mr. Forbush's** advice was to wait and see what happens. West Bountiful said they are not willing to assist in the maintenance of the trail.

Cory Ritz

- He requested an update regarding **Steve Peterson** and the planting of trees, and the City Manager said it would be on the agenda at the next Council meeting.

Sid Young

- He suggested that a bike lane is needed on North Main Street.

- He reviewed some of the topics and legislative issues which were discussed at the Utah League of Cities and Towns Conference.

Jim Talbot

- He mentioned that **George Chipman**, Chairman of the Trails Committee, is willing to assist any time the Council is in need of his help.

- He said portions of the Utah League of Cities and Towns Conference were very good, and he enjoyed the open discussion meetings.

MISCELLANEOUS (Agenda Item #13)

Closed Session

At 8:45 p.m. a motion was made by **John Bilton** to adjourn to a closed session to discuss strategy as it pertains to potential litigation. The motion was seconded by **Sid Young**, and it passed with Council Members Council Members **Bilton**, **Dutson**, **Ritz**, **Young**, and **Talbot** voting in favor.

SWORN STATEMENT

I, **Scott C. Harbertson**, 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.

_____

Scott C. Harbertson, Mayor

Motion

A motion to go back into open session was made by **Rick Dutson** and seconded by **Cory Ritz.** All Council Members voted in favor and the Council went back into open session at 9:28 p.m.

ADJOURNMENT

There being no further business to bring before the Council and upon motion by **Jim Talbot** with a second by **Sid Young**, the meeting was adjourned at 9:28 p.m.

_____

Margy Lomax
City Recorder

Agenda Item 3

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

S U B J E C T: Trail Advocate of the Year Presentation - George Chipman

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

George Chipman has requested to be on the agenda to present the Trail Advocate of the Year to Max Forbush, City Manager.

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

Agenda Item 4

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

S U B J E C T: Planning Commission Report

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

Please see enclosed Planning Commission Agenda, packet and related information.

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

FARMINGTON

HISTORIC BEGINNINGS • 1847

Farmington City Planning Commission

September 30, 2010

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

AGENDA
PLANNING COMMISSION MEETING
September 30, 2010

Public Meeting at City Hall, 160 S. Main Street

Study Session: 6:30 p.m. – Conference Room 3 (2nd Floor)
Regular Session: 7:00 p.m. – Council Chambers (2nd Floor)

(Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be limited to 3 minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed 5 minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the Planning Department prior to noon the day before the meeting.)

(7:00) 1. Minutes

(7:05) 2. City Council Report

SUBDIVISION APPLICATION

(7:10) 3. WCI Construction – Applicant is requesting a recommendation of approval for an amendment to the Farmington Bay Business Park Plat A for the creation of a condominium plat for the Farmington Bay Office Warehouse project. (S-8-10)

CONDITIONAL USE APPLICATION

(7:20) 4. Henry Walker Homes – (Public Hearing) – Applicant is requesting approval of a conditional use permit for the operation of a sales office in a model home located on Lot 23 of the Grove PUD. (C-9-10)

OTHER BUSINESS

(7:30) 5. Miscellaneous, correspondence, etc…

a. Other

6. Motion to Adjourn

Please Note: Planning Commission applications may be tabled by the Commission if: 1. Additional information is needed in order to take action on the item; OR 2. if the Planning Commission feels there are unresolved issues that may need additional attention before the Commission is ready to make a motion. No agenda item will begin after 10:00 p.m. without a unanimous vote of the Commissioners. The Commission may carry over Agenda items, scheduled late in the evening and not heard to the next regularly scheduled meeting.

Posted September 24, 2010

Glenn Symes

Glenn Symes, AICP
Assistant City Planner

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DRAFT

FARMINGTON CITY PLANNING COMMISSION MEETING

Thursday, September 16, 2010

PLANNING COMMISSION STUDY/WORK SESSION

Present: *Chairman Jim Young, Commission Members Steven Andersen, Rick Draper, Randy Hillier, and Nelsen Michaelson, Alternate Commission Member Michael Nilson, City Planner David Petersen, Assistant City Planner Glenn Symes, and Recording Secretary Cynthia DeCoursey.*

Chairman Young began the work session at 6:00 p.m. **Barry Barton** and **Kevin Blalock** were in attendance to discuss conceptual Davis County administration office elevations and site plans. Two members of the Farmington Historic Preservation Commission, **Pat Achter** and **Alysa Revell**, were also in attendance.

Merrill Law – (Public Hearing) – Applicant is requesting a recommendation of approval for a minor subdivision plat for a proposed flag lot subdivision on property located at 661 West 1400 North. (S-6-10) (Agenda Item #3)

Glenn Symes explained the differences between **Mr. Law's** original request and this recent proposal and said the layout meets all of the requirements listed in the Subdivision ordinance for lot dimensions, size, stem length and stem width. Staff recommended approval of a metes and bounds subdivision plan for a flag lot.

Gardner Company – (Public Hearing) – Applicant is requesting a recommendation of approval for a plat amendment to the Village at Old Farm PUD subdivision plat for the dedication of a road connecting Phase 2 to the northern phase. (S-11-09) (Agenda Item #4)

Mr. Symes said the development agreement for this subdivision includes both residential and commercial/office uses. There is a provision in the agreement which requires the dedication of a road from the southern residential portion to the northern portion if it is residential, and the Gardner Company would like to record the dedication and move forward with the last few units.

Farmington City – (Public Hearing) – City staff is proposing an amendment to the Regulating Plan adopted with Chapter 18 (Mixed Use Districts) realigning a neighborhood road adjacent to the Central Davis Sewer District pump station. (ZT-4-10) (Agenda Item #5)

Mr. Symes referred to information from the August 26, 2010 staff report and said that as development in this area occurs, the City will be better able to determine where exactly the roads will connect and how much distance is needed.

Farmington City – (Public Hearing) – City staff is proposing an amendment to the Agricultural zones establishing greenhouse/garden centers as a conditional use in the AA, AE and A zones. (ZT-5-10) (Agenda Item #6)

Mr. Symes explained that **Rich Haws** may want to locate a greenhouse and garden center on his property north of Burke Lane. He said this type of business is permitted in nearly all of the City's zones, and staff is recommending approval of the amendment with a limit of five acres.

Farmington City – (Public Hearing) – City staff is proposing an amendment to Chapter 7 of the zoning ordinance establishing a mailing radius for notices of five hundred (500) feet for site plan reviews that require Planning Commission approval. (ZT-3-10) (Agenda Item #7)

Mr. Symes referred to the site plan matrix and proposal which was prepared for the previous Commission meeting. The City Attorney said the proposal was too arbitrary, and he suggested tying the noticing to the application type. The current proposal will require a noticing radius of 500 feet for site plan reviews by the Planning Commission and will leave the conditional use noticing at 300 feet. Also, staff proposed changing the 14-day noticing requirement to a 10-day requirement.

Review of the conceptual Davis County administration office elevations and site plans

Barry Burton, Davis County Planning Department, gave a brief overview of plans for the proposed Davis County administration offices. He said the current Children's Justice Center, the Environmental Health building, and the library will be demolished. He explained that because the cost of the new County building in Clearfield was less expensive than anticipated, the County was able to take advantage of low bids and low bond rates and move forward with the Farmington complex.

Kevin Blalock, Blalock & Partners, gave a presentation of the overall site development and said Farmington has the most diverse, changing demographic in the state of Utah. His company plans to tie the existing courthouse to the new buildings and include green space, mature trees on State Street, parking islands, and lighting. He provided details regarding Phase 1—construction of the Children's Justice Center, and Phase 2—construction of the Library and Administration Building. He displayed some of the building materials/colors which will be used.

Brett Anderson arrived at the work session at 7:05 p.m.

PLANNING COMMISSION REGULAR SESSION

Present: *Chairman Jim Young, Commission Members Steven Andersen, Rick Draper, Randy Hillier and Nelsen Michaelson, Alternate Commission Members Brett Anderson and Michael Nilson, City Planner David Petersen, Assistant City Planner Glenn Symes, and Recording Secretary Cynthia DeCoursey.*

Chairman Young opened the regular session at 7:25 p.m., and **Brett Anderson** offered the opening prayer.

Approval of Minutes (Agenda Item #1)

Motion

Nelsen Michaelson made a motion to approve the minutes of the August 26, 2010 Planning Commission meeting The motion was seconded by **Michael Nilson**, and it was approved by Commission Members **Hillier**, **Michaelson** and **Nilson**. Commissioners **Steven Andersen**, **Brett Anderson**, **Rick Draper** abstained because they did not attend the meeting.

City Council Report (Agenda Item #2)

Glenn Symes reported that the City Council approved the Ordinance adding the Haight-Hinman home--21 West 600 North--to the City's Historic Landmark Register. The Council requested the adjustment of lot lines on the front parcel of the **Law** property to more than 20,000 square feet which would solve the waiver issue. The Council also agreed with the change to the regulating plan and Chapter 18 concerning the Richards Way intersection.

Merrill Law – (Public Hearing) – Applicant is requesting a recommendation of approval for a minor subdivision plat for a proposed flag lot subdivision on property located at 661 West 1400 North. (S-6-10) (Agenda Item #3)

Glenn Symes explained that there has been much discussion regarding a sufficient waiver for approval of this flag lot. However, at the previous City Council meeting, it was proposed that **Mr. Law** design a front lot larger than 20,000 square feet with the flag lot being approximately 50,000 square feet which would meet the requirements of the underlying zone ordinance and the flag lot standards and would not require a waiver. He said the layout **Mr. Law** submitted meets all of the requirements for lot dimensions, size, stem length, and stem width.

Merrill Law expressed appreciation for the efforts of City staff and the Planning Commission.

Public Hearing

Chairman Young opened the public hearing at 7:30 p.m.

Greg Wall, 407 South 1450 West, inquired about the City's standards for a flag lot and said he understood that flag lots were not allowed in Farmington. The public hearing was closed at 7:30 p.m.

Motion

Steven Andersen made a motion to approve a metes and bounds subdivision plan for a flag lot on property located at 661 West 1400 North with the following condition:

- The applicant continues to work with staff to address any comments or changes to the plans necessary for compliance with the provisions set forth for flag lots.

The motion was seconded by **Rick Draper** and was approved by all Commission Members.

Findings

1. The proposed flag lot meets all of the standards listed in Section 12-7-030 (10) for the consideration of a flag lot in a residential zone. Specifically:

    a. The proposed flag lot is located in a residential zone;
    b. The parcel dimensions are not typical as the property was created from the Bamberger right-of-way and is approximately 570 feet deep and 130 feet wide at the street frontage;
    c. The configuration of the parcel makes the further subdividing of the property nearly impossible unless a flag lot is approved; and
    d. Topographic conditions on and around the subject property prevent reasonable access from any other location except 1400 North.

2. The proposed flag lot meets all of the standards listed in Section 12-7-030 (10) for the consideration of a flag lot in a residential zone. Specifically:

    a. The stem of the proposed flag lot is wider than the 20 feet required and will accommodate necessary emergency apparatus as needed. The stem of the flag lot is not longer than 150 feet as required in said section;
    b. The stem of the proposed flag lot serves only one flag lot;
    c. The **Law's** have been in discussion with the City's fire officials and will install the necessary fire hydrants as required;
    d. The body of the flag lot meets the dimensional standards of the underlying LR zone as set forth in said section;
    e. There is only one flag lot proposed with the subdivision.

3. The proposed flag lot as submitted does not require comparable compensation as set forth in the Conservation Subdivision standards as no waiver of the standards is necessary.
4. The minimum lot size in the underlying LR zone is 20,000 square feet. The subject property is approximately 70,000 square feet. The request for two lots on 70,000 square feet meets the standards for and the intent of the Large Residential zone in which it is located.
5. There will be no unreasonable impact created with the recordation of one additional building lot at this location.

Gardner Company – (Public Hearing) – Applicant is requesting a recommendation of approval for a plat amendment to the Village at Old Farm PUD subdivision plat for the dedication of a road connecting Phase 2 to the northern phase. (S-11-09) (Agenda Item #4)

Background Information

David Petersen explained that the Village at Old Farm development was master planned for both residential and commercial/office uses. The southern portion was intended as residential, and the northern portion was intended to be commercial/office. However, there was a provision to require the dedication of a roadway connecting the southern portion to the northern portion if it was changed to residential. The Gardner Company would like to dedicate the property which will allow them to sell the final two lots and build a two-unit building instead of the three-unit building which was previously approved. He said it makes sense, from a planning perspective, to have an access road in this location.

Mark Murdock, Gardner Company, said they sold all of the townhome lots and some of the single home lots to DR Horton. They would like to finish this development which requires a dedication of this road.

Public Hearing

Chairman Young opened the public hearing at 7:45 p.m.

Dan & Lauren Hirst, 1516 N. Old Shepard Road, said when they bought a home in this cul de sac, they were told that this would be a building lot. They were never told that it could possibly be a road. They expressed frustration and said the area already has a great deal of traffic, and residents ignore the stop sign and exceed the speed limit.

Chairman Young reminded those in attendance that the action tonight would be documenting a right-of-way, and there may never be a road in that location.

Adam Hansen, 1523 N. Old Shepard Road, said if he and his wife had known there was going to be a road in this location, they would have built in a different location.

Mark Chandler, 1532 N. Old Shepard Road, said he is against having a road in this location. He asked why three access roads were necessary, and **Mr. Petersen** said the City needs to limit dead-end streets, and it is poor planning to isolate neighborhoods and force everyone to use one access.

Mr. Symes specified that although the builder may not have told these residents about the road, the information was included in the title report. He said Staff recently became aware of an issue involving a main sewer line which bisects this development. The sewer district does not know the capacity of the line, and that may limit the type of development that could be approved. A commercial development would need less sewer capacity; a residential development would need more.

Chairman Young closed the public hearing at 8:05 p.m.

Motion

Nelsen Michaelson made a motion to recommend to the City Council approval of an amended plat for the Village at Old Farm PUD Residential Phase 2 subdivision with the following conditions:

1. All conditions of approval from any previous approval shall be placed as conditions of approval on this application.
2. The applicant continues to work with staff to finalize and record the Village at Old Farm PUD Phase 2 Amended subdivision plat.
3. The applicant must receive approval from the Farmington City Council for the plat amendment and any amendments to the development agreement that may be associated with the plat amendment.

The motion was seconded by **Randy Hillier**, and it was unanimously approved.

Findings

1. The amendment is in accordance with the requirements of the development agreement.
2. The dedication of the roadway will allow a future developer of the northern portion to have additional access and circulation if it is developed as residential.

Nelsen Michaelson left the meeting at 8:05 p.m.

Farmington City – (Public Hearing) – City staff is proposing an amendment to the Regulating Plan adopted with Chapter 18 (Mixed Use Districts) realigning a neighborhood road adjacent to the Central Davis Sewer District pump station. (ZT-4-10) (Agenda Item #5)

Background Information

Glenn Symes referred to the information in the staff report and said this item was discussed by the Commission at their previous meeting. An addition specifying that the intersections be no less than 150 to 200 feet apart was recommended by the City Engineer.

Public Hearing

Chairman Young opened the public hearing at 8:12 p.m. There was no one from the public to speak concerning this item, and the public hearing was closed.

Motion

Steven Andersen made a motion to recommend approval of an amendment to the Chapter 18 Regulating Plan realigning Richard's Way neighborhood road from a four-way intersection to two "T" intersections where it intersects with Station Parkway. **Rick Draper** seconded the motion, and it was unanimously approved.

Findings

1. The amendment to the Regulating Plan will still maintain circulation in the area as intended with the Mixed Use Districts.
2. The Regulating Plan can be adjusted slightly with a PMP once development is proposed which will allow City staff to ensure proper design and site distance for the intersections.

Farmington City – (Public Hearing) – City staff is proposing an amendment to the Agricultural zones establishing greenhouse/garden centers as a conditional use in the AA, AE and A zones. (ZT-5-10) (Agenda Item #6)

Background Information

Mr. Symes said greenhouses are either a permitted or conditional use in several of the City's zones, and staff is proposing a limit of five acres to avoid any large-scale operations. This amendment to Chapter 10 would add retail greenhouse/garden centers as a conditional use.

Public Hearing

Chairman Young opened the public hearing at 8:15 p.m. There was no one from the public to speak concerning this item, and the public hearing was closed.

Motion

Rick Draper made a motion to recommend approval of an amendment to Chapter 10 of the Farmington City Zoning Ordinance adding Greenhouse/Garden Centers less than 5 acres as a conditional use. **Michael Nilson** seconded the motion, and it was unanimously approved.

Findings

1. Greenhouses and garden centers are customary to agricultural uses and zones, so the addition of such a use in Farmington's agricultural zones would be appropriate.
2. The proposed use has already been established in other zones of the City and is not a use that is inconsistent with the character of the City.
3. The limitation to five acres or smaller ensures that any proposed greenhouse or garden center operation would be small scale and would not negatively impact surrounding properties or overburden existing infrastructure.

Farmington City – (Public Hearing) – City staff is proposing an amendment to Chapter 7 of the zoning ordinance establishing a mailing radius for notices of five hundred (500) feet for site plan reviews that require Planning Commission approval. (ZT-3-10) (Agenda Item #7)

Glenn Symes said various ways to provide information to the public include newspapers, property signs, and mailings. He said there was discussion about expanding the 300-foot radius, and one proposal was to give the Planning Commission Chairman and the Mayor the ability to increase the radius if there was a project they felt needed further notice. However, the City Attorney said that was too arbitrary, and the decision was made to leave conditional use noticing at 300 feet, increase site plan noticing to 500 feet, and to change the 14-day requirement to a 10-day requirement.

Public Hearing

Chairman Young opened the public hearing at 8:20 p.m. There was no one from the public to speak concerning this item, and the public hearing was closed.

Motion

Randy Hillier made a motion to recommend approval of an amendment to Chapter 7 of the Farmington City Zoning Ordinance establishing a five hundred (500) foot noticing radius for mailed notices associated with site plans requiring Planning Commission review and an amendment to Chapter 6 amending the 14-day noticing requirement to a 10-day noticing requirement for zone text and zoning map amendments. The motion was seconded by **Steven Andersen**, and it was unanimously approved.

Findings

1. The noticing radius of 500 feet goes beyond what has typically been done in Farmington and most other communities.
2. The increased noticing radius will allow a great number of residents to be aware of potentially impactful development.
3. The amendment to the site plan review requirement allows less impactful conditional use permits to have a traditional mailing radius.

Miscellaneous (Agenda Item #8)

City Planner David Petersen

1. Friday, September 17, 2010 is the last day to offer comments on the West Davis Corridor EIS. Staff believes all three alternatives in Farmington will pass the first level of study.
2. He referred to an information page received from the District Manager of the Benchland Water District regarding a new reservoir being constructed above North Compton Road on U.S. Forest Service property. It will produce secondary water which will serve northern Farmington and southern Kaysville and Fruit Heights.

3. The Utah League of Cities and Towns and the Utah Local Governments Trust have scheduled training workshops in the following locations:

   - September 29, 2010 Oakley
   - October 6, 2010 Santa Clara
   - October 7, 2010 Richfield
   - October 13, 2010 Ephraim

4. Davis County did not invite the City to be included with their plans to build a new library, children's justice center and administration building. The same presentation will be given to the City Council on Tuesday, September 21, 2010.

Chairman Young

- He attended the groundbreaking ceremony for the new Harmons store which will be an asset to Farmington City and the surrounding areas.

- **Vice Chairman Craig Kartchner** has moved from Farmington, and **Chairman Young** suggested that the Commission select another Vice Chairman to serve until January. **Rick Draper** nominated **Steven Andersen**. **Chairman Young** nominated **Randy Hillier**.

Motion

Michael Nilson made a motion to appoint **Randy Hillier** as the Planning Commission Vice Chairman. The motion was seconded by **Steven Andersen**, and it was unanimously approved.

DRAFT

ADJOURNMENT

Motion

Michael Nilson made a motion to adjourn the meeting. The motion was seconded by **Rick Draper** and was approved by all Commission Members. The meeting was adjourned at 8:35 p.m.

_____

Jim Young, Chairman
Farmington City Planning Commission

Planning Commission Staff Report
September 30, 2010

Item 3: Farmington Bay Office Warehouse Plat Amendment and Condo Plat

Public Hearing:	No
Application No.:	S-8-10
Property Address:	1262 South 650 West
General Plan Designation:	LM (Light Manufacturing)
Zoning Designation:	LM & B (Light Manufacturing & Business)
Area:	2.97 Acres
Number of Lots:	1
Property Owner:	Farmington Bay Office Warehouse Complex, LLC
Agent:	Kent Whitehead

Request: *Applicant is requesting to amend the Farmington Bay Office Warehouse Business Park Plat A Amendment #1 plat to create a condominium plat for the Farmington Bay Office Warehouse complex*

Background Information

The applicant is requesting the creation of a condominium plat for the Farmington Bay Office Warehouse complex located at 1262 South 650 West. The project was approved in 2009 as an office and warehouse complex and is currently under construction. The developer would like to amend the plat to allow the sale of individual suites within the project. In order to do that, a condominium plat must be recorded that separates the actual space within the building into separate parcels. The original plat must be amended to record the condo plat. The applicant has been working with the City's building department to ensure all building code requirements are met as required with the condominiumization of a building.

Possible Motion

Move that the Planning Commission recommend to the City Council approval of the vacation of Lot 2 of the Farmington Bay Business Park Subdivision Plat A (Amendment 1) plat and further recommend the approval of a condominium plat for Lot 2 containing buildings 1 and 2 of the Farmington Bay Office Warehouse project with the following conditions:

1. All conditions from any previous approval shall be placed as conditions of approval on this application.

2. The applicant continues to work with staff to finalize and record the condominium plat for the Farmington Bay Office Warehouse project.
3. The applicant must receive approval from the Farmington City Council for the vacation of Lot 2.
4. The applicant must continue to work with the City's building department to ensure all building code requirements are met with regard to the condominiumization of the buildings.
5. Any requirements as set forth in the Utah State Code must be followed with regard to Condominium Ownership Act as set forth in Title 57, Chapter 8 of the Utah State Code.

Findings for Approval:

1. The condominiumization of the Farmington Bay Office Warehouse project will not change the uses, character, nature or impact of the previously approved conditional use permit and site plan granted by Farmington City.
2. Lot 2 of the Farmington Bay Business Park Subdivision Plat A Amendment #1 will be rerecorded with the new condominium plat.
3. All site plan and conditional use requirements will remain in place with the proposed amendment.

Supplemental Information

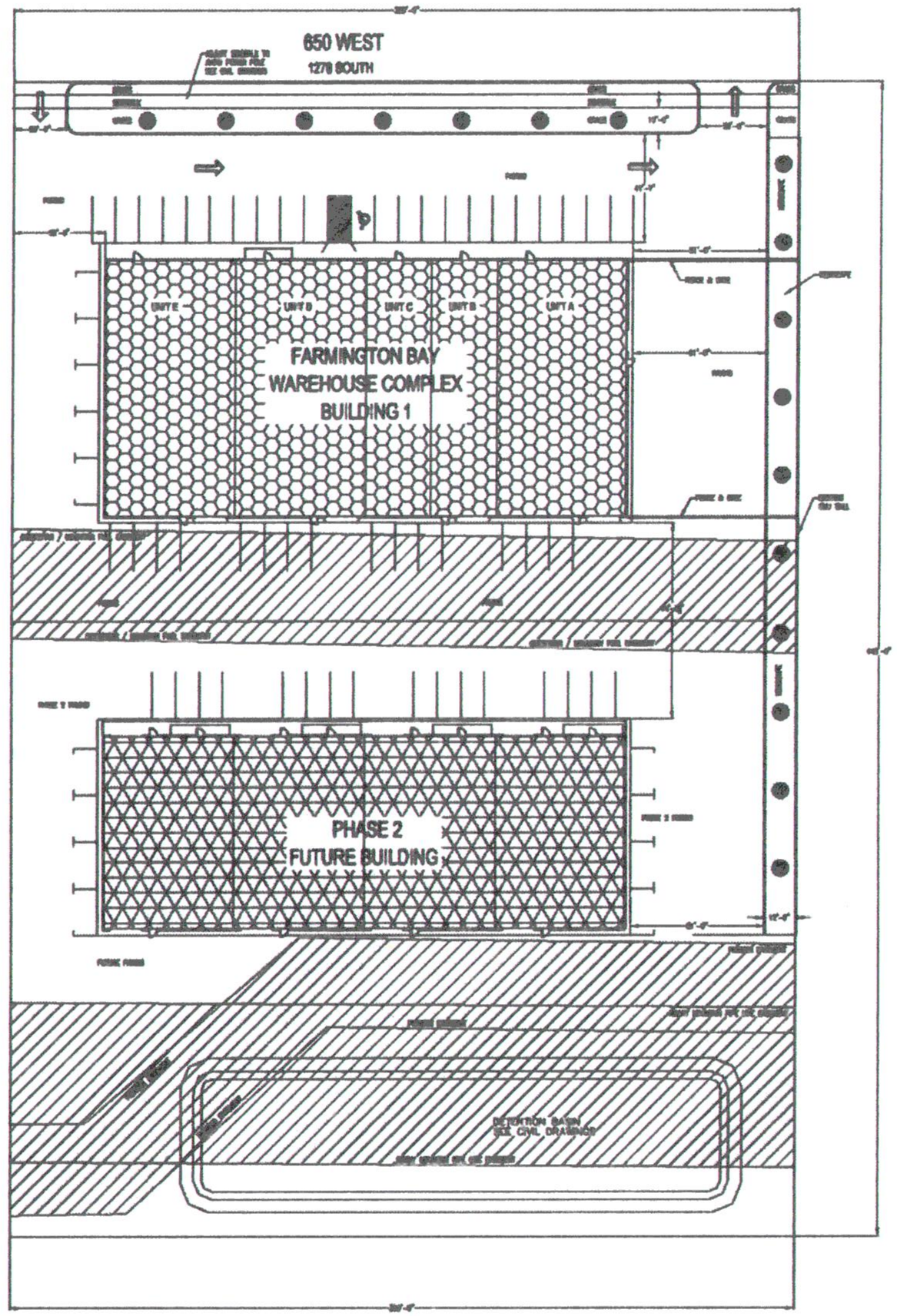
1. Draft Condominium Plat for the Farmington Bay Office Warehouse complex
2. Farmington Bay business Park Subdivision Plat A Amendment #1 Plat

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Utah State Code – Title 57, Chapter 8 (Section 13 – Condominium plat to be recorded)

LEGEND

- AREAS UNDER PRIVATE OWNERSHIP
- FUTURE AREAS UNDER PRIVATE OWNERSHIP
- AREAS UNDER COMMON OWNERSHIP
- EASEMENT AREAS



A 1.3 SITE PLAN – OWNERSHIP
SCALE: NO SCALE

FARMINGOTN BAY WAREHOUSE COMPLEX

LOCATED IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE CITY BASE AND MERIDIAN, DAVIS COUNTY, UTAH, 0002
TAX ID# 084640002

WCI
845 North 400 West, North Salt Lake, UT 84
Phone: (801) 299-9000 Fax: (801) 299-8541
www.wci-c.com

SITE PLAN - OWNERSHIP
FARMINGTON BAY WAREHOUSE COMPLEX

REVISIONS
8-25-10
#1 9/14/10

DRAWN BY
S. Montgor
DATE
9/14/10

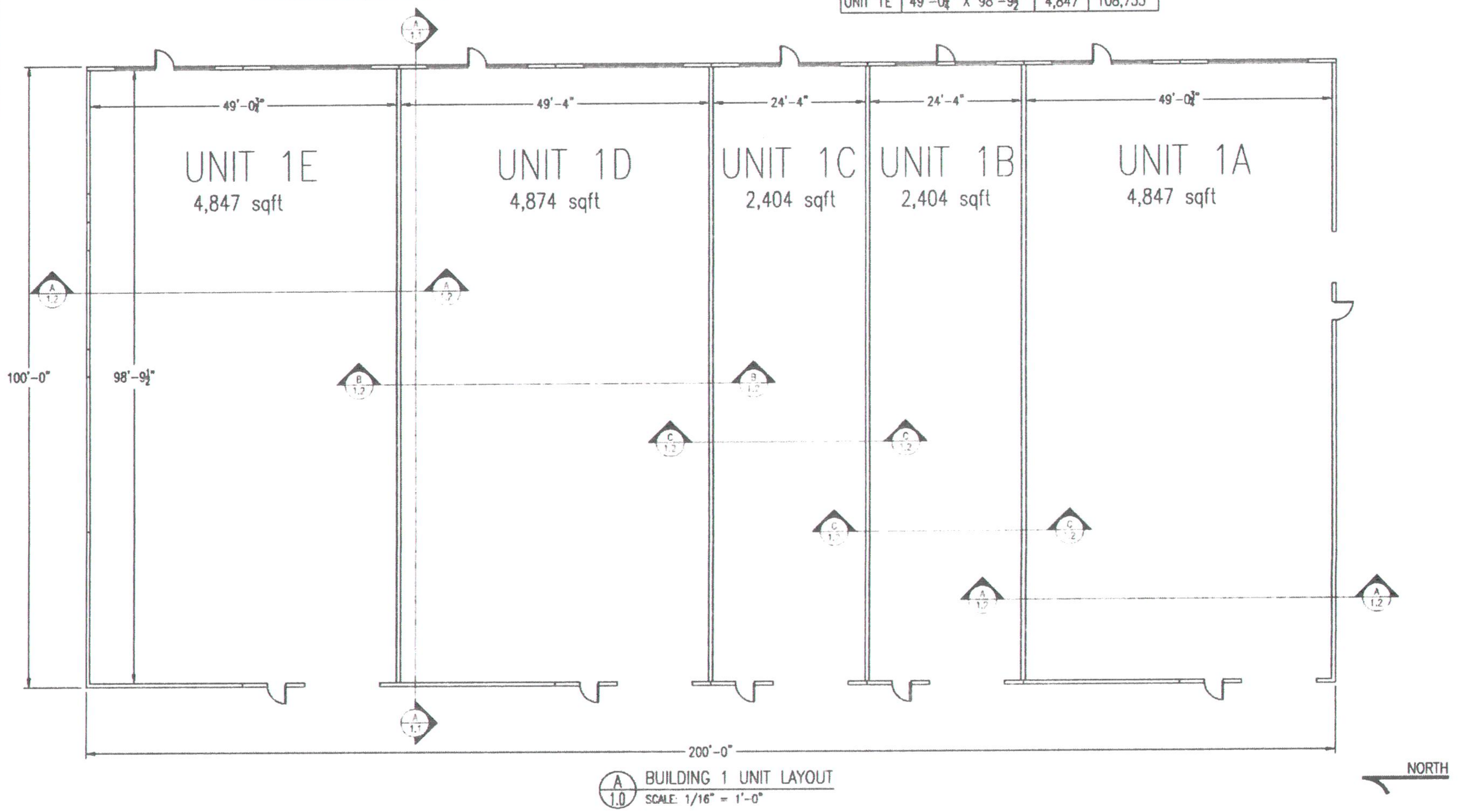
1.3

FARMINGTON BAY WAREHOUSE COMPLEX BUILDING 1 UNIT SIZE AND LOCATIONS

1262 SOUTH 650 WEST
FARMINGTON, UT 84025

TOTAL NUMBER OF UNITS = 5
BUILDING FOOTPRINT = 20,000 SQFT

UNIT	DIMENSIONS	SQFT	CUBIC FT
UNIT 1A	49'-0¾" X 98'-9½"	4,847	108,733
UNIT 1B	24'-4" X 98'-9½"	2,404	53,928
UNIT 1C	24'-4" X 98'-9½"	2,404	53,928
UNIT 1D	49'-4" X 98'-9½"	4,847	109,334
UNIT 1E	49'-0¾" X 98'-9½"	4,847	108,733



A 1.0 BUILDING 1 UNIT LAYOUT
SCALE: 1/16" = 1'-0"

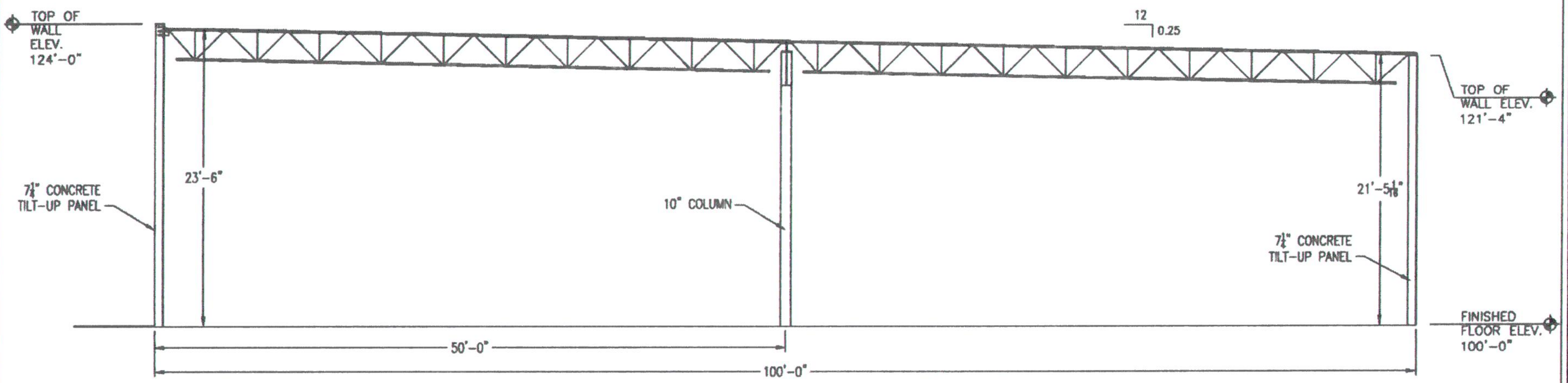
WCI
845 North 400 West, North Salt Lake, UT 84054
Phone (801) 298-6000 Fax (801) 298-6541
www.wci.com

UNIT SIZES AND LOCATION
FARMINGTON BAY WAREHOUSE COMPLEX

REVISIONS
8-25-10
#1 9/14/10

DRAWN BY
S. Montgomery
DATE
9/14/10

1.0



A 1.1 BUILDIGN SECTION
SCALE: 1/8" = 1'-0"

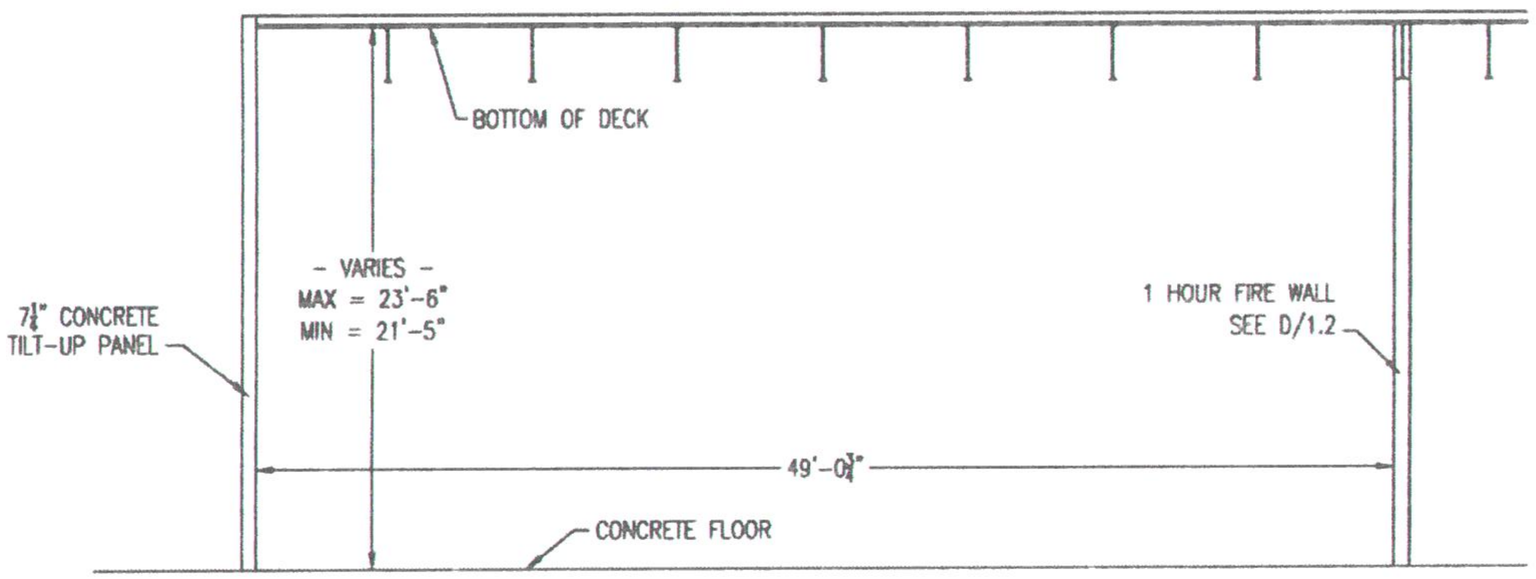
WCI
845 North 400 West, North Salt Lake, UT 84054
Phone (801) 299-0000 Fax (801) 299-0541
www.wci-a.com

BUILDING SECTION
FARMINGTON BAY WAREHOUSE COMPLEX

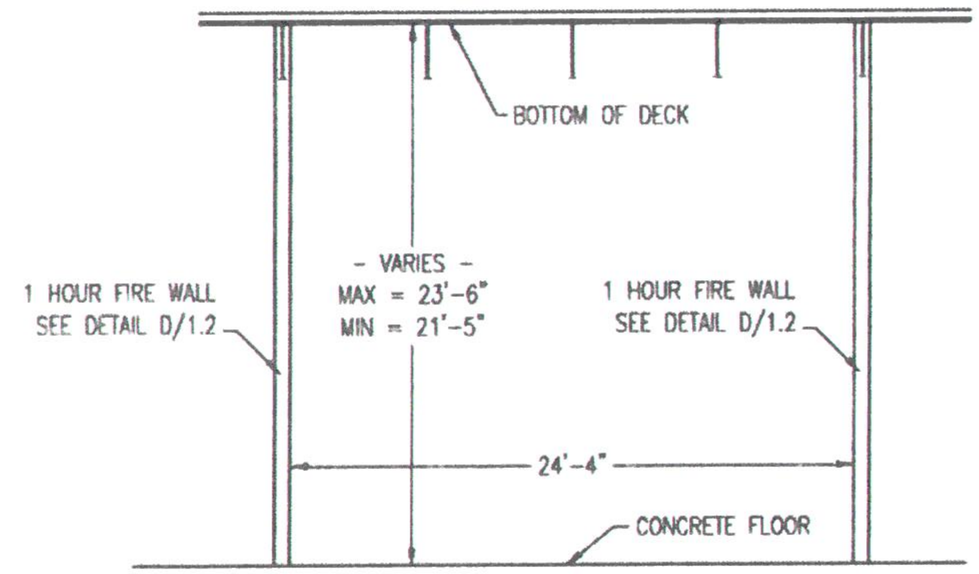
REVISIONS
8-25-10
#1 9/14/10

DRAWN BY
S. Montgomery
DATE
9/14/10

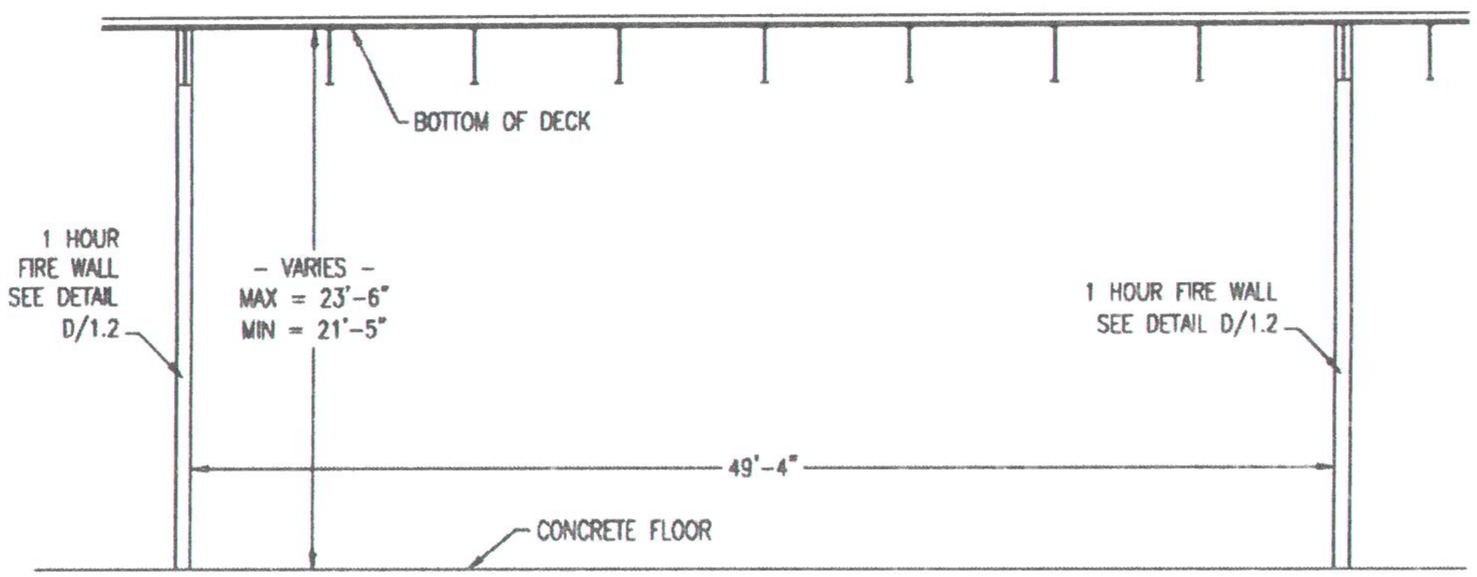
1.1



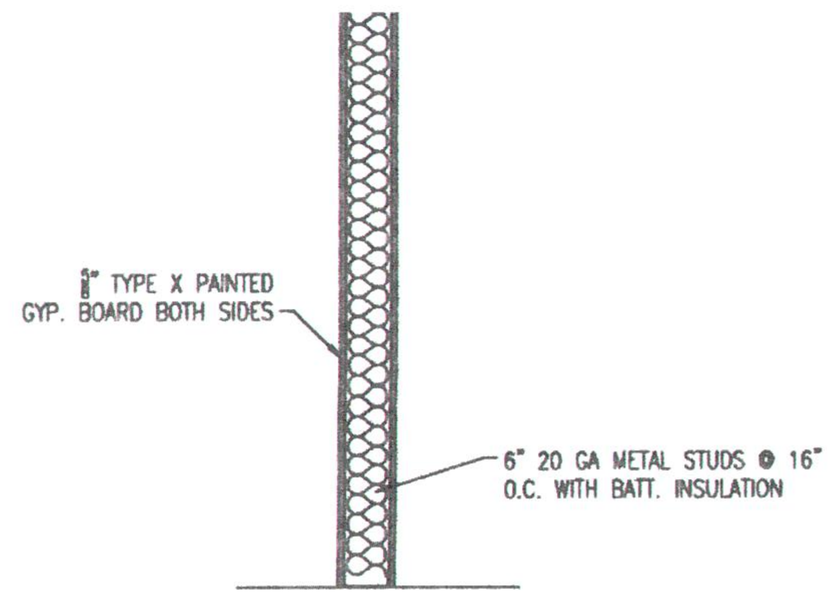
A/1.2 UNIT D SECTION
UNIT A SECTION OPPOSITE
SCALE: 1/8" = 1'-0"



C/1.2 UNIT B & C SECTION
SCALE: 1/8" = 1'-0"



B/1.2 UNIT D SECTION
SCALE: 1/8" = 1'-0"



D/1.2 WALL SECTION
SCALE: 1/8" = 1'-0"

WCI
846 North 400 West, North Bad Lake, UT 84054
Phone: (801) 298-8000 Fax: (801) 298-8541
www.wci-c.com

SECTION VIEWS
FARMINGTON BAY WAREHOUSE COMPLEX

REVISIONS
8-25-10
#1 9/14/10

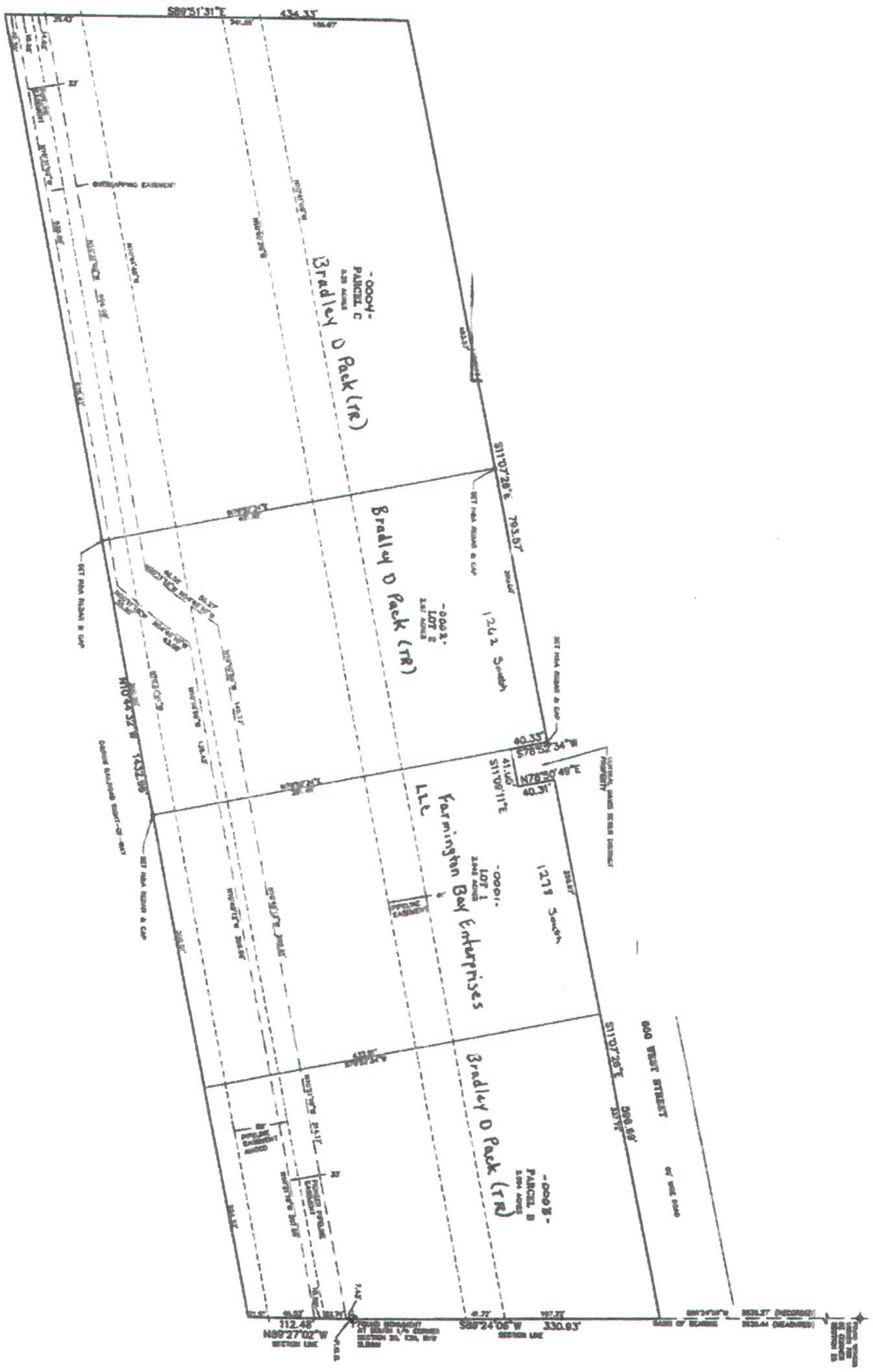
DRAWN BY
S. Montgomery
DATE
9/14/10

1.2

FARMINGTON BAY BUSINESS PARK SUBDIVISION PLAT A AMENDMENT #1

~~AMENDING PARCEL A OF FARMINGTON BAY BUSINESS PARK SUBDIVISION PLAT A~~

LOCATED IN THE SOUTH HALF OF SECTION 25, T3N, R1W, SLB&M
FARMINGTON CITY, DAVIS COUNTY, UTAH



HILL & ARGYLE, Inc.
Engineering and Surveying

PREFIX
08-464

LAST #
0004

N

SCALE:
1" = 100'

DEVELOPMENT: FARMINGTON BAY BUSINESS PARK SUBD. PLAT A AMENDMENT #1
LOTS: 1 THRU 2 & PARCELS B & C

CITY: FARMINGTON

S1/2 SEC. 25 , T.3N, R.1W
S.L.M. DAVIS COUNTY, UTAH

FILE # 4978
R 12-01-09

Planning Commission Staff Report
September 30, 2010

Item 4: Henry Walker Homes Sales Office in Model Home Conditional Use Permit

Public Hearing:	Yes
Application No.:	C-9-10
Property Address:	586 North Grove Creek Ln.
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	OTR (PUD)
Area:	0.37 Acres
Number of Lots:	1
Property Owner:	Henry Walker Homes
Agent:	Henry Walker Homes

Request: *Applicant is requesting a conditional use permit for the operation of a sales office in a model home.*

Background Information

Henry Walker Homes has requested to build a model home on lot 23 of the Grove PUD subdivision and to place and maintain a temporary sales office in the home.

Signage may be an issue with model homes and the signage associated with the subdivision. In this case, staff feels it may be appropriate for the Planning Commission to place proper conditions on an approval that requires compliance with signage regulations in association with the sales office.

Possible Motion:

Move that the Planning Commission approve the temporary use subject to all applicable codes, development standards and ordinance and with the following conditions:

1. Permanent signs on the site of the model home and sales office are prohibited. The size and location of signs must be in compliance with provisions of the zoning ordinance in which the use is located. All signs must be removed when the activity ends.
2. Sign regulations shall be followed for all signs throughout the subdivision represented by this sales office.

3. No loud speakers or amplifying sound devices shall be used in conjunction with the temporary office.
4. Outdoor lighting, if used, must be subdued. All lighting shall be designed, located and directed to minimize glare, reflection and light pollution into adjoining and nearby lots. Search lights shall not be permitted.
5. Conduct of the temporary use shall be limited to hours between 8 am and 8 pm.
6. No portable restroom facilities are allowed in site. Restrooms must be provided inside the model home / sales office.
7. The use granted is solely for purposes of a sales office associated with the subdivision on which it is located, and no other commercial activities of any kind shall be associated with this use permit.
8. The sales office may be used until the last lot in the subdivision is sold. If the office is located in the area of the home intended for the garage, any alterations made to accommodate the office shall be removed and the space shall be converted to function as a garage upon termination of the temporary office.
9. Parking areas for the model home / sales office will be appropriate hard surface to be removed at the time the sales office is closed and the model home is converted for sale as a single family residence.

Findings for Approval:

a. The proposed use of the particular location is necessary and desirable and provides a service which contributes to the general well-being of the community;
b. The proposed use complies with all regulations and conditions in the Farmington City Zoning Ordinance for this particular use;
c. The proposed use conforms to the goals, policies, and principles of the Comprehensive General Plan;
d. The proposed use is compatible with the character of the site, adjacent properties, surrounding neighborhoods and other existing development;
e. The location provides or will provide adequate utilities, transportation access, drainage, parking and loading space, lighting, screening, landscaping and open space, fire protection, and safe and convenient pedestrian and vehicular circulation;
f. The proposed use is not detrimental to the health, safety and general welfare of persons residing or working in the vicinity and does not cause:
    a. Unreasonable risks to the safety of persons or property because of vehicular traffic or parking;
    b. Unreasonable interference with the lawful use of surrounding property; and
    c. A need for essential municipal services which cannot be reasonably met.

Supplemental Information

1. Letter from Applicant to Planning Commission
2. The Grove PUD Subdivision Plat

Applicable Ordinances

1. Chapter 28 – Supplemental and Qualifying Regulations, (§11-28-120 Temporary Use of Land and Structures)
2. Chapter 8 – Conditional Uses

HENRY WALKER
HOMES

September 15, 2010

Farmington City
160 South Main Street
Farmington, Utah 84025

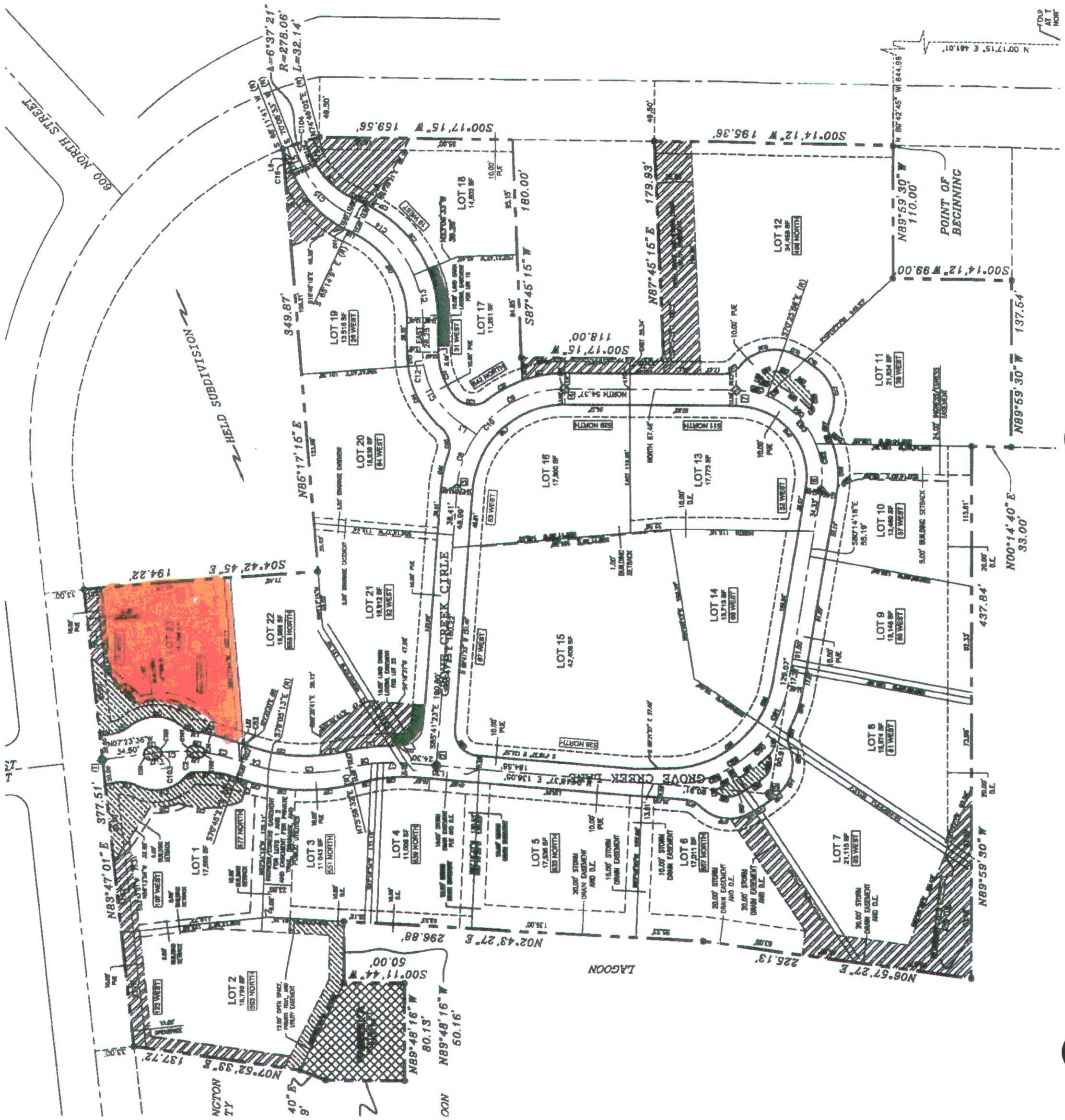
To Whom It May Concern:

The intention of this conditional use permit is to use our home located at 586 North Grove Creek Lane as a Model Home. It is expected that we will need the model home for the period of 18-24 months to market and sell lots and homes in the subdivision.

Please find attached our conditional use permit, Warranty Deed, Affidavit and plat map as requested.

Thank you,

Jared Bryson
Project Manager
jared@henrywalkerhomes.com


600 NORTH STREET
HELD SUBDIVISION
GROVE CREEK CIRCLE
GROVE CREEK LANE
LAGOON
POINT OF BEGINNING
N89°59'30"W 110.00'
S00°14'12"W 99.00'
N89°59'30"W 137.54'
N00°14'40"E 33.00'
N89°59'30"W
N00°17'15"E 441.01'
S00°14'12"W 195.36'
S00°17'15"W 159.56'
S00°17'15"W 118.00'
S87°45'15"W 180.00'
N87°45'15"E 179.93'
N86°17'15"E
S04°42'45"E 194.22'
N83°47'01"E 377.51'
N06°57'27"E 226.13'
N02°43'27"E 296.88'
S00°11'44"W 50.00'
N89°48'16"W 80.13'
N89°48'16"W 50.16'
N07°52'33"E 137.72'
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
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LOT 7
LOT 8
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LOT 12
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LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22

The Grove at Farmington

Site Map

The Grove is located in the heart of prestigious East Farmington, East of the Farmington Lagoon Amusement Park. This exclusive Henry Walker Homes community will feature open space with a private gated entrance. Large mature trees and vegetation are prominent throughout this one of a kind neighborhood.

HENRY WALKER HOMES

© 2010 Henry Walker Homes

www.HenryWalkerHomes.com 500 North Marketplace Drive, Suite 201, Centerville, Utah 84014 801.677.1600

Agenda Item 5

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

SUBJECT: Public Hearing: Consideration of Amendment to the Farmington Ranches Neighborhood Park Master Plan

ACTION TO BE CONSIDERED:

1. Open the meeting for public comment.
2. Ask Neil Miller to state his reasoning and request for removal of the trees from the center part of the park.
3. Allow people from the Farmington Ranches to speak; then allow others to speak.
4. Make a decision.

Stephen Petersen
Gordon Crabtree
Gene Benson
Matthew Dor or Gore ?
Judy Bentlett ??

GENERAL INFORMATION:

See enclosed related correspondence.

Plan as part of agreement

Committee to agree on revised plan – on next agenda

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

Max Forbush

From: Max Forbush [mforbush@farmington.utah.gov]
Sent: Thursday, September 16, 2010 11:57 AM
To: 'Stephen Petersen'
Cc: 'Scott C. Harbertson'; 'Gordon Crabtree'
Subject: RE: Farmington Ranches Park

Stephen,

City Parks and Recreation Director, Neil Miller is opposed to keeping the trees in the middle of the open area as per your item #1. A public Hearing to consider amending the Plan will likely be held in early October. Meanwhile tree planting around the perimeter will start in late September. Give me a call if you want to talk about this. Neil seems to have support from Mayor Harbertson and some members of the City Council. Please know of the City's contractual obligation not to have organized sports in the Park. Mayor Harbertson wanted me to let you know that the City intends to honor the terms of the agreement. Planting trees in the middle of the open area as a method to force compliance with the terms of the agreement is not sound judgment. It creates limitations that will ruin the park for others. We will be generating a mailing soon to let people know about the hearing.

Max

From: Stephen Petersen [mailto:stephen.petersen@hsc.utah.edu]
Sent: Friday, September 10, 2010 4:59 PM
To: Max Forbush
Cc: Gemmie Benson; Gordon Crabtree
Subject: Farmington Ranches Park

Max,

It was nice talking to you this afternoon. As we discussed, the park is off to a great start in terms of utilization. The play area is always full of kids, and the tennis courts are almost always in use. There are a few items I wanted to follow up with you/Farmington City on with respect to the park.

1. Trees will be planted in the next few weeks, and I want to make sure that the trees are planted in the same locations that were approved by the City Council. Specifically, that trees are planted in the middle of the field per the design. I've attached a copy of the landscaping plan (two versions) that was approved by the City Council.

2. Can the city supply some type of signage restricting the use of scooters, bikes, skate boards, etcetera on the tennis courts (I think this is standard for other Farmington City courts)? We want to make sure the tennis court surface remains in good condition.

3. Does the city plan on adding some sort of sign near the entrance of the park?

4. The path on the west side of the tennis court has a section that is gravel which needs to be patched.

5. The park was originally designed to extend to the east most boundary of the field, and for the trail to connect with West Frontier Circle to facilitate access for the folks that live in Phase 3 (the attached design illustrates this). When it was determined that the dry drainage ditch was "wet land" the landscaping was completed to a boarder just west of the ditch. The city said that a bridge would be built since the path no longer extended to the circle. I want to confirm the

installation of the bridge is still part of the plan.

Additionally, I and others involved in the park are ready to start discussing the plans for extending the trail North that was designated as "phase 2" of this project.

Finally, the other priority that exists is the trail that would extend south to Eagle Bay Elementary (also in the attached master plan). Again, I and others are eager to work with the city to add this important access point for families that live south of the park, as well as for children that would use the park's trail system to get to school.

Thanks again to you, the Mayor, the City Council, Neil, Walt and others that made this park a reality. We look forward to a continued partnership as we work to achieve the objectives outlined above.

Sincerely,

Stephen Petersen

Stephen L Petersen
Phone (801) 585-2622
Fax (801) 585-3109
stephen.petersen@hsc.utah.edu
UNIVERSITY OF UTAH
HEALTH SCIENCES

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

September 23, 2010

RE: October 5, 2010 Public Hearing to Consider Amending the Farmington Ranches Neighborhood Park Master Plan

Dear Resident,

A pubic hearing is scheduled before the City Council on **October 5, 2010 at 7:15 p.m.** at the Farmington City Hall which is located at 160 South Main Street. The proposed modification to the Park Plan is to eliminate the group of trees in the middle of the planned open space as illustrated on the enclosed plan.

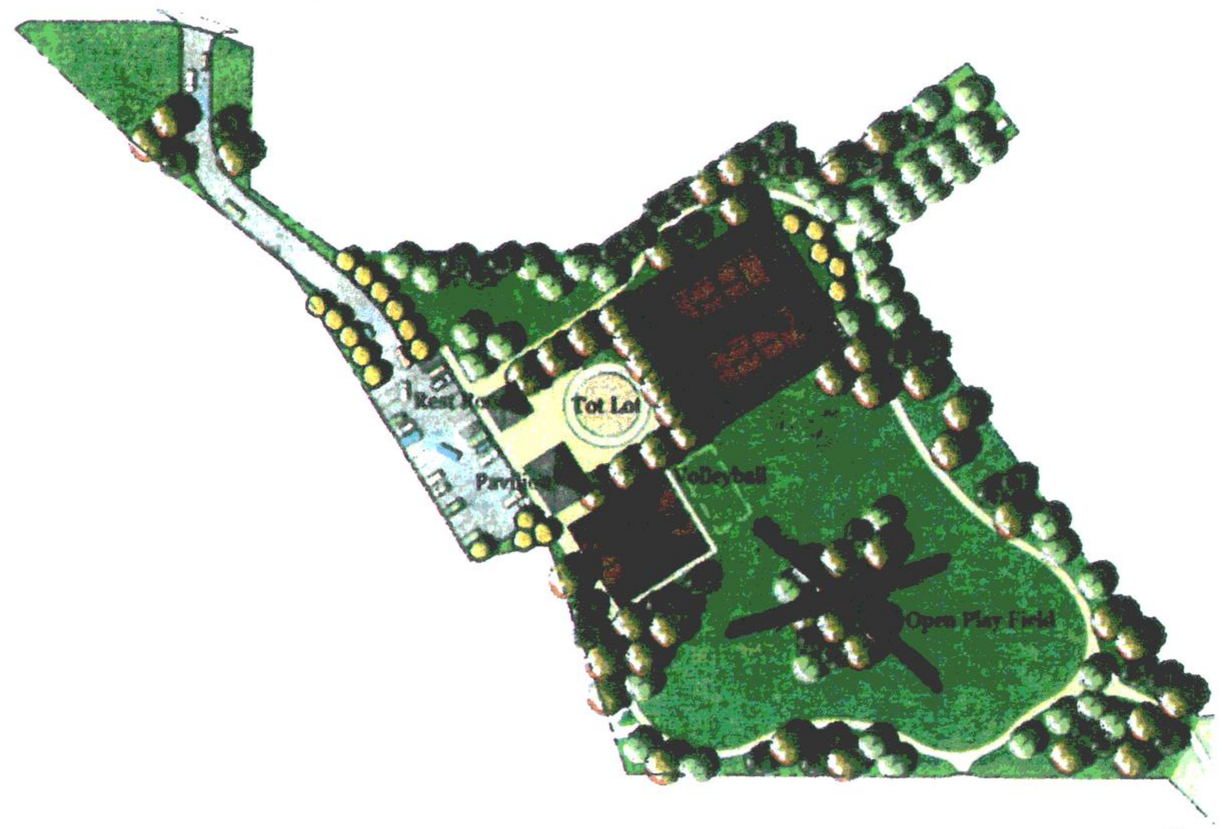
As presently planned, the group of trees in the middle of the open space really limits the use of the park for neighborhood use. The Parks Department is requesting the proposed changes.

Sincerely,

Max Forbush

Max Forbush
Farmington City Manager

160 S MAIN • P.O. BOX 160 • FARMINGTON, UT 84025
PHONE (801) 451-2383 • FAX (801) 451-2747
www.farmington.utah.gov



Farmington Ranches Community Park
Master Plan

FARMINGTON RANCHES SUBDIVISION
PUBLIC PARK AGREEMENT

THIS AGREEMENT is made and entered into as of the 15th day of April, 2008, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **FARMINGTON RANCHES HOMEOWNERS ASSOCIATION**, a Utah non-profit corporation, hereinafter referred to as the "HOA." The parties to this Agreement shall be referred to collectively herein as the "Parties."

RECITALS:

A. At the request of the HOA and various residents within the Farmington Ranches Subdivision, the Farmington City Council is considering establishing a public park in the Farmington Ranches Subdivision.

B. The HOA and the City have been working for some time to try to accomplish the development of a public park in the Farmington Ranches Subdivision as proposed by the HOA and various residents within the Subdivision.

C. The Parties entered into a letter agreement dated August 30, 2006 ("Letter Agreement"), regarding conditions and requirements that had to be met to the satisfaction of the City Council in order for the park proposal to be accepted by the City.

D. Since entering into the Letter Agreement, the Parties have continued to negotiate the issues involved in the park proposal and have revised the terms and conditions of such proposal.

E. The Parties desire to enter into this Agreement setting forth the new terms and conditions acceptable to both Parties for the creation and development of a park in the Farmington Ranches Subdivision and setting forth the required time frames for accomplishment of the same.

F. The Parties agree that it is in the best interest of the Parties and the public to enter into this Agreement in order to provide for the creation and establishment of a public park and the benefits and amenities such a park will provide to the residents of Farmington Ranches Subdivision and the citizens of Farmington.

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

1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

2. **Park Property.** The HOA agrees to voluntarily donate to the City for the purpose of developing a public park approximately 8.289 acres of property located within a portion of Phases 3, 4 and 5 of the Farmington Ranches Subdivision, which property is more particularly set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Park Property").

3. **Conveyancing Requirements.** The Park Property shall be conveyed by satisfactory warranty deed(s) to the City in fee title, free and clear from all encumbrances except those accepted in writing by the City. Any and all existing taxes, including rollback taxes, and assessments shall be paid for by the HOA prior to or concurrent with the transfer of ownership of the Park Property to the City. The HOA shall provide the City with title insurance from a reputable title company acceptable to the City insuring that the City has fee title to the Park Property free and clear from all encumbrances and other general terms and provisions of title insurance acceptable to the City. The HOA shall pay for the cost of title insurance. The Parties shall split equally the recording costs associated with all documents required for development of the park and transferring ownership of the Park Property to the City.

4. **Conveyancing Date.** The City has applied for and obtained conditional approval of a grant from the Federal Land and Water Conservation Fund, as administered through the State of Utah, in the amount of $150,000 for purposes of assisting the City with eligible park improvements within the City. The conditions of approval for the grant require the City to obtain fee title ownership in the property to which the grant will be used by May 1, 2008. Although not a requirement of this Agreement, it is in the Parties best interest for the HOA to convey fee title ownership of the Park Property to the City by close of business on Friday, April 25, 2008, in order for the City to obtain the grant monies. In the event the HOA has not conveyed fee title ownership of the Park Property to the City in accordance with the terms and conditions of this Agreement within six (6) months from the date of this Agreement, this Agreement shall be voidable at the option of the City.

5. **Park Development.** If the City acquires fee title ownership to the Park Property in accordance with the terms and conditions of Section 2 and Section 3, the City agrees to develop thereon a public park and related improvements ("Park"). The Park shall be deemed a public park open not only to the residents of Farmington Ranches Subdivision but to the public at large. Subject to compliance with all terms and conditions of this Agreement, the City intends to expend at least $500,000 to construct and develop the Park. The City reserves the right in its sole discretion to determine the timing of the development of the Park, which timing shall be subject to available financing and funding for the Park and related improvements; provided, the City is committed to start the construction of the Park within twelve (12) months from the date the City obtains fee title ownership to the Park Property, and to complete the project, subject to available funds, as expeditiously as possible. It is further agreed that the Park may be developed in phases as deemed appropriate by the City. Except as otherwise provided in Section 6 of this Agreement, the City also reserves the right in its sole discretion to determine the size, design, use and make up of the Park and related improvements. It is intended that the City will prepare and adopt a Park Master Plan for the Park. The City will obtain input from the HOA regarding the Park Master Plan through a series of meetings to be held with the HOA Park Committee. Once a proposed Park Master Plan has been prepared, with input from the HOA Park Committee, the City will hold a public hearing on the proposed Park Master Plan in order to obtain input from the HOA, the HOA Park Committee, residents of the Farmington Ranches Subdivision, and interested members of the public.

6. **Play Field Restrictions.** The Parties disagree on the proposed uses and development of the Park Property, particularly with regards to the use of a portion of the Park Property for City or privately sponsored team recreation league games such as soccer leagues. The Parties have agreed to resolve this issue as follows. The City shall be permitted to develop one play field not to exceed 60 feet by 75 feet in size within the Park Property and in accordance with the Park Master Plan ("Play Field"). No improvements shall be made to the Play Field other than grass and irrigation systems. Unless mutually agreed to by the Parties, the City shall not use the Play Field or other open space within the Park for City sponsored team recreational league games or to allow any privately sponsored team recreational league games. In the event a future phase of the Park is developed within the Farmington Ranches Subdivision, the City may condition its involvement and contribution to such future phase or expanded Park facilities on the condition that the HOA permit the use of the Play Field for City sponsored or privately sponsored recreational league play. Nothing herein shall restrict the City from installing and developing other open space areas within the Park in accordance with the Park Master Plan, but the noted restrictions as to recreational league play shall be in effect for all open spaces within the Park.

7. **Documents and Approvals.** In order to accomplish the transfer of ownership of the Park Property and the development of the Park within the Farmington Ranches Subdivision, numerous project documents and existing recorded documents must be prepared and/or amended, including, but not limited to: the Farmington Ranches Development Agreement, as amended; applicable Conservation Easements, as amended; the applicable Conservation Easement Use Maps and Maintenance Plans; the Declaration of Protective Covenants, Conditions and Restrictions for Farmington Ranches for applicable Phases; the Project Master Plan; the Project Development Guidelines; and applicable subdivision plats. The Parties agree to work in good faith to apply for and/or review and approve all necessary documents required for the transaction and development of the Park, in accordance with and subject to applicable City Ordinances, rules, regulations and policies.

8. **City Obligations.** The City agrees to initiate and pursue the following in an effort to accomplish the acquisition of the Park Property:

A. The City agrees to prepare and seek adoption of amendments to the Farmington Ranches Development Agreement as necessary to allow for the creation and development of a public park in the Subdivision, including, but not limited to, amendments to the Project Master Plan and Project Development Guidelines, as deemed necessary by the City.

B. The City agrees to prepare and seek adoption of Conservation Easements for Farmington Ranches Subdivision, Phases 4 and 5, to be recorded against the open space parcels in such Phases, including the Park Property. Such Conservation Easements shall be recorded against the Park Property prior to the City obtaining fee title ownership.

C. The City agrees to prepare and seek adoption of Conservation Easements for Farmington Ranches Subdivision, Phases 4 and 5, to be recorded against the open space

parcels in such Phases, including the Park Property. Such Conservation Easements shall be recorded against the Park Property prior to the City obtaining fee title ownership.

D. The City agrees to seek a General Plan amendment to the City's General Land Use Plan Map and accompanying text showing a park in the general location of the Farmington Ranches Subdivision.

E. The City agrees to prepare and adopt a Park Master Plan for the Park in accordance with the provisions of Section 2 regarding public hearing and HOA input requirements.

9. **HOA Obligations.** Prior to and as a condition of transfer of ownership of the Park Property to the City, the HOA shall perform the following:

A. The HOA shall apply for and obtain approval of an amendment to the Conservation Easement for Farmington Ranches Subdivision, Phase 3, acceptable to the City providing for the use of encumbered open space as a public park and allowing for the subdivision of the open space parcels for such purpose as deemed necessary by the City.

B. The HOA shall apply for and obtain approval of a subdivision plat amendment acceptable to the City for Farmington Ranches Subdivision, Phase 3, 4 and 5, as deemed necessary to subdivide a portion of the open space parcels in such phases to create the legal boundaries of the Park Property. The Parties agree that the plat amendments may be approved but shall not be recorded until closing or concurrent with closing on the transfer of the Park Property. Since the subdivision plats will create the parcels to be conveyed to the City, the plat amendments shall be recorded prior to the warranty deed(s).

C. The HOA shall review and revise applicable Covenants, Conditions and Restrictions recorded against the Park Property as deemed necessary by and acceptable to the City to provide for the creation and development of the Park, including, but not limited to, ownership, maintenance and architectural issues.

10. **Maintenance of Park Property.** Upon transfer of fee title ownership to the City, the City agrees to maintain the Park Property, thereby relieving the HOA of long-term open space maintenance obligations regarding such property. The City shall maintain the Park Property in accordance with applicable City Ordinances and the Maintenance Plans set forth in applicable Conservation Easements recorded against the Park Property.

11. **Cross-Project Trail.** In accordance with previous terms and conditions agreed to by the Parties in the Letter Agreement, once landscaped by the City, the HOA will assume maintenance responsibility of the landscaped areas adjacent to the Cross-Project Trail traversing through the Farmington Ranches Project, or any portion thereof. Once installed, the City will perpetually maintain the surface of the Cross-Project Trail.

12. **Binding.** This Agreement shall be binding upon the Parties hereto and their respective officers, employees, representatives, agents, successors and assigns. This Agreement is not intended to benefit any person or entity not named as a Party hereto.

13. **Assignment.** Neither Party shall assign its rights or interests under this Agreement to any other Party or entity without the written consent of the other Party being first obtained. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other Party shall be void.

14. **Entire Agreements.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any prior negotiations, representations, promises, inducements, or agreements pertaining to the subject matter hereof which are not contained herein. This Agreement specifically supersedes the Letter Agreement entered into by the Parties.

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

16. **Non-Appropriations.** The Parties acknowledge the Utah Constitutional limitation on contracting for expenditures of revenues beyond the end of the fiscal years of the Parties. All terms and provisions of this Agreement shall be subject to such applicable Constitutional limitations. The terms and obligations set forth herein are subject to, among other conditions set forth in this Agreement, the City obtaining acceptable financing for the proposed Park.

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

18. **Counterparts.** This Agreement may be executed in counterparts by the Parties, each of which will be deemed an original and together constitute the same Agreement whether each Party executes a separate counterpart.

19. **Approval.** The persons executing this Agreement on behalf of each Party hereby represent that he or she has full authority to execute the Agreement, and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.

20. **Amendments.** This Agreement may be amended only in writing, signed by the Parties hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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:

Margy Lomax

Margy Lomax, City Recorder

By: Scott C. Harbertson

Mayor Scott C. Harbertson

MARGY L LOMAX
NOTARY PUBLIC • STATE of UTAH
266 S 75 W
P O BOX 489
FARMINGTON, UT 84025
COMM. EXP. 11/20/2011

"HOA"

FARMINGTON RANCHES HOMEOWNERS ASSOCIATION

By: Gordon Gratte

Its: President

FARMINGTON CITY SEAL
INCORPORATED
NOV. 21. 1892
Davis County . Utah

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the 15th day of April, 2008, personally appeared before me **SCOTT C. HARBERTSON,** 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 Scott C. Harbertson acknowledged to me that the City executed the same.

MARGY L LOMAX
NOTARY PUBLIC • STATE of UTAH
266 S 75 W
P O BOX 488
FARMINGTON, UT 84025
COMM. EXP. 11/29/2011

Margy L. Lomax
Notary Public

HOMEOWNERS ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the 24th day of April, 2008, personally appeared before me Gordon Crabtree who being by me duly sworn did say that ~~(s)~~he is the President of **FARMINGTON RANCHES HOMEOWNERS ASSOCIATION**, and that the foregoing instrument was signed in behalf of said homeowners' association by authority of a resolution of its Board of Directors; and they acknowledged to me that said association executed the same.

MARGY L LOMAX
NOTARY PUBLIC • STATE of UTAH
266 S 75 W
P O BOX 488
FARMINGTON, UT 84025
COMM. EXP. 11/29/2011

Margy L. Lomax
Notary Public

EXHIBIT "A"

Park Property Legal Description

FARMINGTON RANCHES PHASE 3 SUBDIVISION

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF **PARCEL GA** OF THE FARMINGTON RANCHES PHASE 3 SUBDIVISION AMENDED NO. 1 AS SHOWN IN THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

FARMINGTON RANCHES PHASE 4 SUBDIVISION

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF **PARCEL 4F** OF THE FARMINGTON RANCHES PHASE 4 SUBDIVISION AMENDED NO. 1 AS SHOWN IN THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

FARMINGTON RANCHES PHASE 5 SUBDIVISION

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF **PARCEL 5A** OF THE FARMINGTON RANCHES PHASE 5 SUBDIVISION AS SHOWN IN THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

Agenda Item 6

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

S U B J E C T: Public Hearing: Consideration of Plat Amendment for The Village of Old Farm, Phase II pertaining to the vacation of three residential building lots with subsequent action to consider a two-lot minor plat approval with a dedicated public street right of way

ACTION TO BE CONSIDERED:

Hold the hearing and approve the vacation order and the amended plat.

GENERAL INFORMATION:

See Planning Department correspondence and recommendations.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

Memorandum

To: Mayor and City Council

From: Glenn Symes, AICP, Assistant City Planner

RE: Village at Old Farm Plat Amendment

Date: October 1, 2010

Background Information

The Village at Old Farm development was master planned for both residential and commercial/office uses. The southern portion was intended as residential and has been developed as such. The northern portion was intended to be a commercial/office type of development. Within the development agreement, however, there was a provision built in to require the dedication of a roadway from the southern residential portion to the northern portion if the northern portion were to go residential. While no one knows for sure if the northern portion will ultimately go residential, the Gardner Company would like to move ahead with an amended plat to get the property dedicated. By dedicating the right-of-way now, the developer can move ahead with the construction of the last few units. Currently, there is one triplex that has not been constructed in anticipation of this roadway and further development of the northern portion. The dedication of this roadway will allow the Gardner Company to sell the final two lots and build a two-unit building instead of the three-unit building previously approved.

Planning Commission Recommendation

At the September 16, 2010 Planning Commission meeting, staff presented the proposed plat amendment to the Commission for its consideration. The Commission forwarded a recommendation of approval for the amendment to the Council noting that the proposed change is consistent with the approved development agreement. Several residents of the Old Farm PUD expressed frustration with the proposal stating that they were not informed of such a provision in the development agreement and did not anticipate the possibility of road connecting the northern and southern phases of the project. The Planning Commission recommended approval of the vacation of lots 335, 336, and 337 with the following conditions and findings:

Conditions:

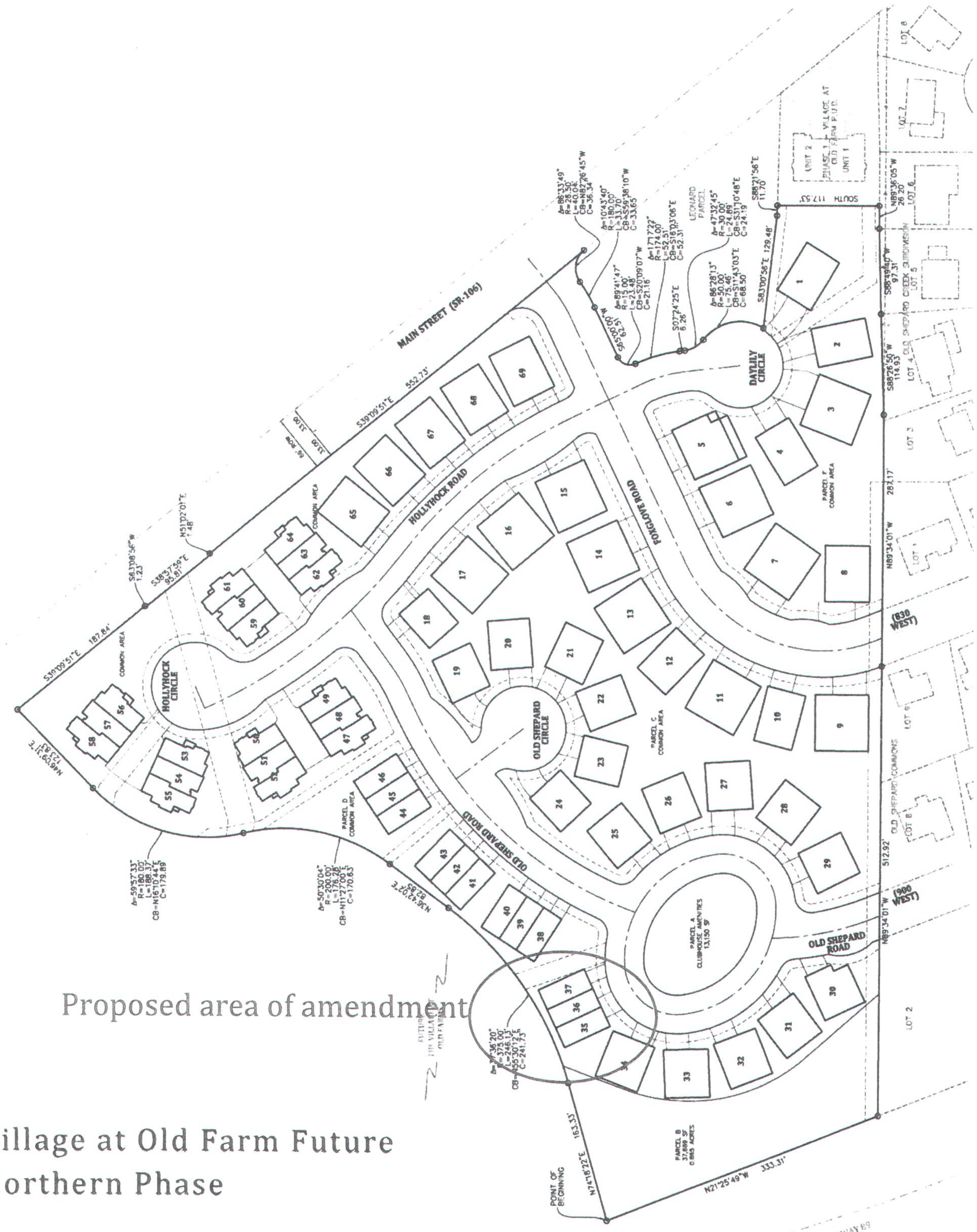
1. All conditions of approval from any previous approval shall be placed as conditions of approval on this application.

160 S MAIN P.O. BOX 160 FARMINGTON, UT 84025
PHONE (801) 451-2383 FAX (801) 451-2747
www.farmington.utah.gov

2. The applicant continues to work with staff to finalize and record the Village at Old Farm PUD Phase 2 Amended subdivision plat.
3. The applicant must receive approval from the Farmington City Council for the plat amendment and any amendments to the development agreement that may be associated with the plat amendment.

Findings for Approval:

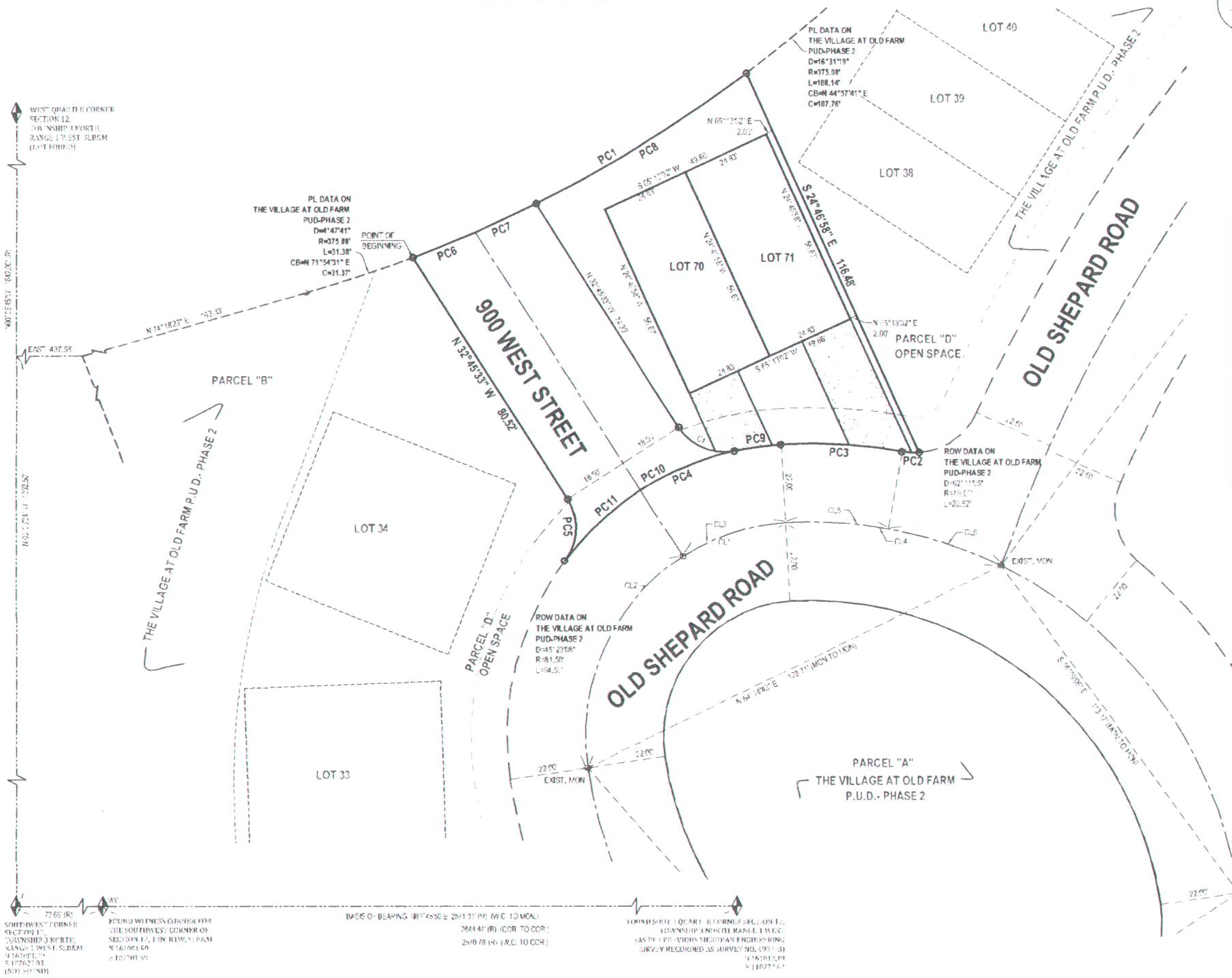
1. The amendment is in accordance with the requirements of the development agreement.
2. The dedication of the roadway will allow a future developer of the northern portion to have additional access and circulation if it is developed as residential.



Village at Old Farm Future Northern Phase

THE VILLAGE AT OLD FARM P.U.D PHASE 2 FIRST AMENDED

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12
TOWNSHIP 3 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH



LEGEND

SECTION CORNER

EXISTING STREET MONUMENT

PROPOSED STREET MONUMENT

SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."

PU&DE PU&DE= PUBLIC UTILITY & DRAINAGE EASEMENT

EASEMENTS

CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	18.24	15.00	10.44	17.14	S 67°36'10" E	69°41'13"
CL1	98.87	59.50	65.17	87.88	S 29°18'43" W	95°12'23"
CL2	68.23	59.50	38.42	64.55	S 24°23'29" W	65°41'55"
CL3	30.34	59.50	15.67	30.31	S 71°59'40" W	29°13'27"
CL4	62.35	121.63	31.88	61.67	N 78°33'54" W	29°22'24"
CL5	28.94	121.63	14.34	28.87	N 86°25'10" W	13°37'32"
CL6	33.42	121.63	16.81	33.31	N 71°44'58" W	15°44'32"
PC1	106.61	375.00	53.67	106.25	N 61°22'01" E	16°17'25"
PC2	4.60	19.00	2.31	4.59	N 86°33'44" W	13°53'01"
PC3	34.17	143.63	17.17	34.09	N 86°26'10" W	13°37'52"
PC4	70.87	81.50	37.87	69.65	S 61°50'17" W	49°49'15"
PC5	18.24	15.00	10.44	17.14	N 2°05'03" E	69°41'13"
PC6	18.84	375.00	9.42	18.84	N 58°04'20" E	2°52'41"
PC7	18.69	375.00	9.34	18.69	N 55°12'27" E	2°51'16"
PC8	69.09	375.00	34.64	68.99	N 58°30'12" E	10°33'24"
PC9	13.08	81.50	6.55	13.07	S 82°09'04" W	9°11'40"
PC10	29.89	81.50	14.61	29.74	S 67°23'50" W	20°13'47"
PC11	29.89	81.50	14.50	29.74	S 47°05'03" W	20°13'47"

LAND USE TABLE

PRIVATE		
LOT 70	1,407 SQ.FT.	15.19%
LOT 71	1,407 SQ.FT.	15.19%
LIMITED COMMON AREA		
LOT 70	309 SQ.FT.	3.34%
LOT 71	547 SQ.FT.	5.91%
COMMON AREA	2,332 SQ.FT.	25.19%
ROADWAY	3,257 SQ.FT.	35.18%
TOTAL	9,259 SQ.FT.	100%

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ. 1 inch = 20 ft.

DEVELOPER
CLIENT
ADDRESS
CITY, STATE, ZIP
PHONE

SURVEY RECORDING DATA

DATE:

DRAWING No.

SURVEYOR'S CERTIFICATE

I, KEITH R. RUSSELL do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164386 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as THE VILLAGE AT OLD FARM P.U.D PHASE 2 FIRST AMENDED and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning at a point on the north line of The Village At Old Farm P.U.D. Phase 2 said point being North 0°06'04" West 1392.50 feet along the Quarter Section Line and East 437.58 feet to a Northwest Corner of The Village At Old Farm P.U.D. Phase 2 and North 74°18'22" East 103.33 feet along the north line of The Village At Old Farm P.U.D. Phase 2 and northeasterly 31.38 feet along the arc of a 375.00 foot radius curve to the left (center bears North 15°41'28" West, chord bears North 71°54'31" East 31.37 feet through a central angle of 04°47'41") along the north line of The Village At Old Farm P.U.D. Phase 2 from the Southwest Corner of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running;

thence northeasterly 106.61 feet along the arc of a 375.00 foot radius curve to the left (center bears North 20°29'09" West, chord bears North 61°22'01" East 106.25 feet through a central angle of 16°17'25");
thence South 24°46'58" East 116.48 feet to the north line of Old Shepard Road;
thence northwesterly 4.60 feet along the arc of a 19.00 foot radius curve to the right (center bears North 02°31'15" West, chord bears North 86°33'44" West 4.59 feet through a central angle of 13°53'01") along the north line of Old Shepard Road;
thence northwesterly 34.17 feet along the arc of a 143.63 foot radius curve to the left (center bears South 11°22'46" West, chord bears North 86°26'10" West 34.09 feet through a central angle of 13°37'52") along the north line of Old Shepard Road;
thence southwesterly 70.87 feet along the arc of a 81.50 foot radius curve to the left (center bears South 03°15'06" East, chord bears South 61°50'17" West 69.65 feet through a central angle of 49°49'15") along the north line of Old Shepard Road;
thence northeasterly 18.24 feet along the arc of a 15.00 foot radius curve to the left (center bears North 53°04'21" West, chord bears North 02°05'03" East 17.14 feet through a central angle of 69°41'13");
thence North 32°45'33" West 80.52 feet to the north line of The Village At Old Farm P.U.D. Phase 2 to the point of beginning.

Contains 9,259 square feet 0.212 acres.

Date

Keith R. Russell
License no. 164386

OWNER'S DEDICATION

Know all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

THE VILLAGE AT OLD FARM P.U.D PHASE 2 FIRST AMENDED

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand(s) this ______ day of ____________ A.D., 20____.

By. ______________ By. ______________

By. ______________ By. ______________

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Davis

On the ______ day of ____________ A.D., 20______ personally appeared before me, the undersigned Notary Public, in and for said County of ____________ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the ____________ of ____________ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES ____________

____________ RESIDING IN ____________ COUNTY
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Davis

On the ______ day of ____________ A.D., 20______,

personally appeared before me, the undersigned Notary public, in and for said County of ____________ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, ______ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES ____________

____________ RESIDING IN ____________ COUNTY.
NOTARY PUBLIC

THE VILLAGE AT OLD FARM P.U.D PHASE 2 FIRST AMENDED

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12
TOWNSHIP 3 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. ______ FEE ______ PAID ______ FILED FOR RECORD AND RECORDED THIS ______ DAY OF ______, 20__ AT ______ IN BOOK ______ OF OFFICIAL RECORDS PAGE ______

DAVIS COUNTY RECORDER

BY ______ DEPUTY RECORDER

SHEET 1 OF 1

PROJECT NUMBER: 4[illegible]
MANAGER: RF
DRAWN BY: AS
CHECKED BY: RB
DATE: 9/10/10

NOTE
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

ENSIGN

LAYTON
1485 West Hillfield Rd, Suite 204
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315

SALT LAKE CITY
Phone: 801.255.0529

PLEASANT GROVE
Phone: 801.796.8145

TOOELE
Phone: 435.843.3590

CITY ATTORNEY'S APPROVAL

APPROVED THIS ______ DAY OF ____________, 20______
BY THE LAYTON CITY ATTORNEY.

LAYTON CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS ______ DAY OF ____________, 20______
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, LAYTON CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS ______ DAY OF ____________, 20______
BY THE LAYTON CITY ENGINEER

LAYTON CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS ______ DAY OF ____________, 20______
BY THE LAYTON CITY COUNCIL

CITY RECORDER CITY MAYOR

ORDINANCE NO. 2010 -

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN ORDER VACATING THE LOTS 335, 336, AND 337 OF VILLAGE AT OLD FARM PUD PHASE 3 SUBDIVISION AND DIRECTING THAT THE SAME BE RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE.

WHEREAS, the City has previously received a petition from the Gardner BTS Old Farm LLC, fee owners of, as shown on the last Davis County assessment rolls, Lots 335, 336, and 337 of the Village at Old Farm PUD Phase 3 Subdivision to have said lots vacated in order to provide for the recording of an amended subdivision plat to be known as "The Village at Old Farm PUD Phase 3 First Amendment Subdivision"; and

WHEREAS, the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation of Lots 335, 336, and 337 of The Village at Old Farm PUD Phase 3 Subdivision; and

WHEREAS, the City Council desires to approve the vacation of Lots 335, 336, and 337 of The Village at Old Farm PUD Phase 3 Subdivision.

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

Section 1. Vacation and Amendment. The City Council hereby finds that neither the public nor any person will be materially injured by the proposed vacation of Lots 335, 336, and 337 of The Village at Old Farm PUD Phase 3 Subdivision and hereby authorizes the Mayor to enter into a Vacation Order vacating and amending the same.

Section 2. Recording. The Mayor is further directed to cause the Vacation Order to be recorded in the office of the Davis County Recorder's Office in accordance with Utah Code Ann. § 10-9-810(c), as amended.

Section 3. Severability Clause. If any 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 provisions, clauses and words of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS **5th day of October, 2010.**

FARMINGTON CITY

By:_____
Scott C. Harbertson, Mayor

ATTEST:

_____
Margy L. Lomax, City Recorder

VACATION AND AMENDMENT ORDER NO. 2010 -

A petition having been submitted in writing by fee owner, as shown on the last Davis County assessment rolls, of Lots 335, 336, and 337 of The Village at Old Farm PUD Phase 3 Subdivision, located in Farmington City, Davis County, Utah, as shown on the recorded plat of The Village at Old Farm PUD Phase 3 Subdivision.

The City Council of Farmington City, Utah, hereby finds and determines that neither the public nor any person will be materially injured by the vacation of Lots 335, 336, and 337 of The Village at Old Farm PUD Phase 3 Subdivision and that there is good cause for vacating the same.

NOW, THEREFORE, IT IS HEREBY ORDERED that Lots 335, 336, and 337 of The Village at Old Farm PUD Phase 3 Subdivision previously filed in the office of the Davis County Recorder, State of Utah, on the 30th day of November, 2009, in Book 4910 of the official records, Page 2701, Entry No. 2496613 be and the same is hereby vacated and amended pursuant to law to allow an amended subdivision plat for the property to be recorded hereafter creating The Village at Old Farm PUD Phase 3 First Amendment Subdivision.

APPROVED AND ORDERED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 5th day of October, 2010.

FARMINGTON CITY

By:_____
Scott C. Harbertson, Mayor

ATTEST:

_____
Margy L. Lomax, City Recorder

vi. Developer shall cause to be designed and constructed 2 traffic signals utilizing proper transportation and engineering principles which designs shall meet the requirements of the City's designated traffic engineer. The signal at South Mountain Road and Main Street must be approved by UDOT prior to approval of any additional site plans or final subdivision plats for the commercial area of the Project. The signal locations are shown on the Project Master Plan and will be located respectively at what is commonly known as Farmington Junction and the Somerset entrance to the Project. The City hereby agrees to enter into a separate written Reimbursement Agreement with the Developer to reimburse a portion of Developer's costs for the two signals referred to herein as more particularly set forth in the Reimbursement Agreement. Reimbursement shall not include the widening of the intersection or construction of the surface improvements including curb, gutter, sidewalk and related grading and asphalt widening. These improvements shall be Project improvements and paid for solely by Developer.

vii. Developer shall delay the construction of one of the dwellings (as designated by the City and mutually agreed to by the Developer) until such time as areas in the Project north of residential Phase 2 are developed by the Developer. This requirement may hereafter be waived in writing by the City Council at its sole discretion. In the interim, if the City finds it necessary to provide for better traffic circulation within the Project, Developer agrees to amend the necessary plats and dedicate and improve a public street connecting residential Phase 2 with future phases of the Project north of residential Phase 2 in a manner acceptable to the City.

viii. The Project Association shall own and maintain all sidewalks within the Project and be responsible for snow removal therefrom.

6.3. *Phasing*. The Property shall be developed in accordance with the Project Master Plan in phases. Phasing of the Property shall take into account orderly development of the Property, coordination in connection with the installation of infrastructure improvements, future utility capacity needs, availability of access, adequacy of utilities and related considerations, and providing of open space, parking and landscaping at various intervals of development as provided herein. The phasing of the Property shall be determined by the Developer after consultation with the City.

6.4. *Open Space and Detention Basins*. The Developer shall preserve to the City all open space shown on the Project Master Plan. The Project Association shall be responsible to maintain all open space and all detention basins located within the Project on a continuing basis in accordance with the City's Laws. The City will provide the Project Association credits for monthly storm water utility fees where appropriate.

6.5. *Alley Rose Home*. The Alley Rose Home is presently located on property owned by UDOT which will be acquired by Developer and be included as part of the Project. The City has proposed that Developer convert the Alley Rose Home into a single family residence or incorporate the structure as part of the commercial phase of the Project. A final determination regarding the future of the Alley Rose Home, which is mutually satisfactory to the City and the Developer, will be made after recommendations are received from the Farmington Historic Preservation Commission and other interested entities. The Alley Rose Home is presently located at approximately 1787 North Main Street within the City.

Agenda Item 7

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

S U B J E C T: Review of The Haws Company e-mail correspondence regarding conditions for delay of paving the north end of Station Parkway

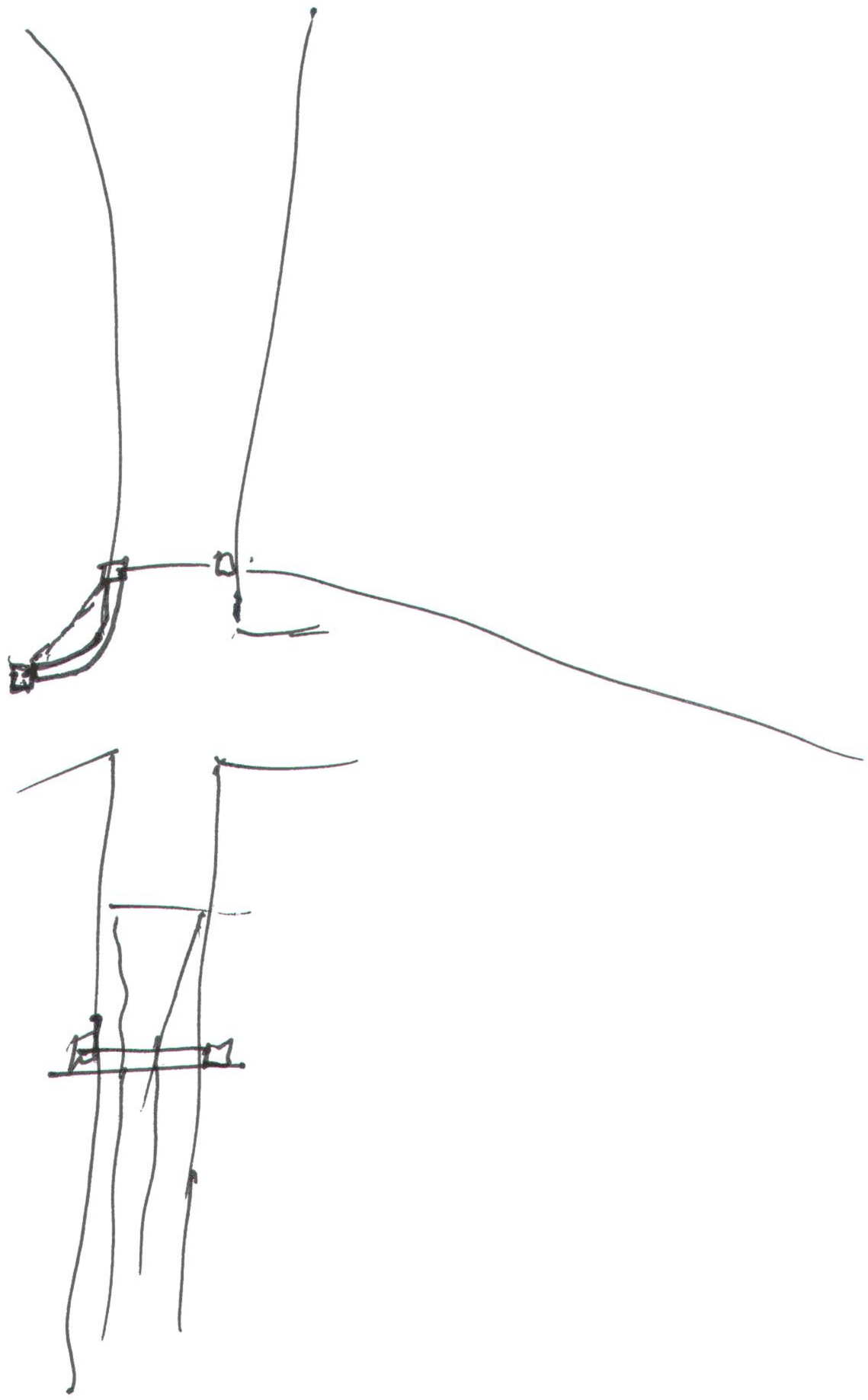
ACTION TO BE CONSIDERED:

Minute motion approving the request of Rich Haws with limitations as submitted by the Planning Department on items 5 and 10 and with those limitations listed on agenda items number 4, 6, and 9 by the City Manager.

GENERAL INFORMATION:

See enclosed correspondence.

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



Clean up & attach to minutes

Max Forbush

From: Rich Haws [rich@thehawscompanies.com]
Sent: Tuesday, September 28, 2010 7:11 AM
To: mforbush@farmington.utah.gov; Scott C. Harbertson
Cc: Ernie Willmore; Scott Harwood; Darin Haskell; Jim Seaberg; Mark Schwendiman; ekemp@forsgren.com
Subject: City Asphalting Delay

Dear Max – Per our meeting yesterday, the following is a review of the items that tie to our approval allowing the City to extend the asphalting to next year for that portion of Station Parkway described below:

OK
1. All improvements as provided for in the CRS drawings to the second storm drain boxes west of Grand Avenue are to be completed by October 15th, 2010 (Note – our original deadline was September 19th). All other improvements, with the exception of that portion of asphalt west of the second storm drain boxes shall be completed by October 31st , 2010.

OK
2. Asphalting signing & striping for the delayed portion is to be completed by May 15th, 2011.

Recommend Approval
3. The City will coordinate and construct the Sewer Line from the existing manhole directly East of the Sewer Lift Station, approximately 200' (see the attached drawing). Note that the existing Amended Road Agreement requires the City to pay for all utilities within the ROW. This is a system improvement that will service the entire area. The delaying of the asphalt will allow this improvement to be constructed without tearing the road back up again in the near future. Time is of the essence, as the water table is such that this should be completed prior to the winter season. Settling over the winter will allow for a better surface to be paved next spring.

4. Storm drain boxes and tie-ins are to be constructed on Grand Avenue as originally approved on the CRS plans. 1 box w/storm sewer piping extension (see CRS #4) - cost estimate = $2500

Planning Dept
5. We have met with the Planning Department and reviewed the proposed street grid plan, which places the sewer connection at the location proposed. General agreement on the street regulatory plan is needed. Our engineering team is ready to pin point this location. Shouldn't be a condition normal process

Details should be gathered first
6. We request that the City allow on Station Parkway and all connecting streets, a decorative black metal light pole & black pole signalization (per the picture given to you), and black metal street signage (with white lettering & black background) to be mutually agreed upon – which the developer will pay for, but the City will maintain. more discussion on sign blades & sign posts

Yes
7. Please verify that the city has constructed all necessary conduit for street signalization on Grand Avenue & Station Parkway.

Yes
8. The City will provide a full set of constructed "As-Built" drawings of Station Parkway to us in hard copy & electronic – as we are all aware of field changes that have been authorized.

Conditional
9. The City shall be responsible for obtaining access under Park Lane, connecting the approved Trail system to the UTA Commuter Rail Station – as currently provided for in our Development Agreement. Yes on obtaining access; No on doing any construction

Planning
1. City to allow on a conditional use basis a marketing / information sign on the ROW as illustrated on the attached drawings – L shaped, each side similar in size to the CenterCal / Station Park sign. yes - by staff

Assuming we have agreement on the above, you are authorized to delay the asphalting as provided herein.

Sincerely,

Richard A. Haws, CCIM

9/28/2010

Max Forbush

From: Tammy North, PE [tammy.north@crsengineers.com]
Sent: Tuesday, September 28, 2010 4:37 PM
To: mforbush@farmington.utah.gov
Cc: Rich Haws
Subject: RE: City Asphalting Delay

Max,

I have a few comments on the proposed items for postponing asphalt:

4. Storm drain boxes and tie-ins are to be constructed on Grand Avenue as originally approved on the CRS plans.
No storm drain boxes or tie-ins were shown on the originally approved CRS plans. Last week we met with some of the Haws group about installing a storm drain box on Grand Avenue. I think this might be the box in question? This box would be outside of the Station Parkway ROW and would serve to catch the water running off of the Development.

7. Please verify that the city has constructed all necessary conduits for street signalization on Grand Avenue and Station Parkway.
Our inspector will be walking the project with the subcontractor who installed the conduits in the next week to verify quantities before a pay request is submitted. The subcontractor has indicated that the work is completed, but this will be verified when the measurement takes place.

8. The City will provide a full set of constructed "As-Built" drawings of Station Parkway to us in hard copy and electronic- as we are all aware of field changes that have been authorized.
As-builts will be prepared and can be provided when the project is completed.

An additional item that we need to coordinate is access off of Park Lane. Because we are no longer going to pave all the way through to Burke Lane until Spring, I think it would be in the City's best interest to not allow the general public to drive down Station Parkway. I would recommend that we do not strip or sign the road until Spring when the remainder of the road is to be paved and that we put up temporary removable barriers in front of the road. This would allow Contractors to move the barriers if needed to access, and also alert the general public that it is not a through street. Let me know if this would be an acceptable temporary solution.

Please let me know if you have any questions,

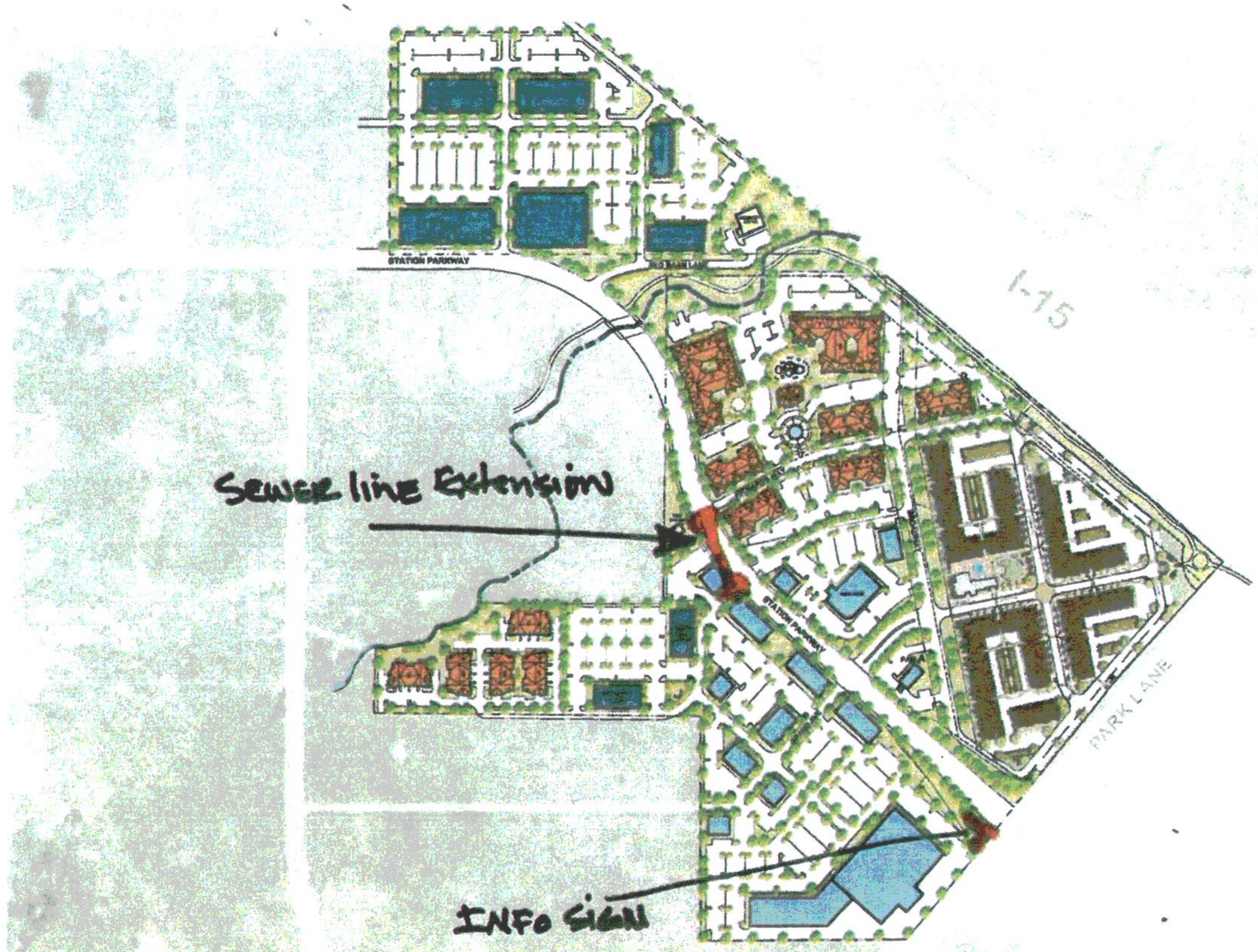
Tammy

From: Max Forbush [mailto:mforbush@farmington.utah.gov]
Sent: Tuesday, September 28, 2010 8:55 AM
To: 'Dave Petersen'; 'Todd Godfrey'; Tammy North, PE; Paul J. Hirst, PE; 'Cory Ritz'; 'Jim Talbot'; 'John Bilton'; 'Rick Dutson'; 'Scott C. Harbertson'; 'Sid Young'
Subject: FW: City Asphalting Delay

Please look these over to see if you have any issues. I will put this on the Oct 5th City Council agenda for discussion.

Max

From: Rich Haws [mailto:rich@thehawscompanies.com]



MASTER PLAN

N

SCALE: 1" = 150' (24"x36" SHEET)

0' 150' 300' 600'

PARK LANE COMMONS

THE HAWS COMPANIES
FARMINGTON, UT

9/16/2010
HPA# 2010084

HUMPHREYS & PARTNERS ARCHITECTS, L.P.

STATION PARKWAY
ANDRESCAPES
ANDRESCAPES

Agenda Item 8

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

S U B J E C T: Consideration of Governing Body action to void previous recordations of Park Lane Village and Park Lane Commons Agreements that were superceded by replacement agreements

ACTION TO BE CONSIDERED:

?

GENERAL INFORMATION:

In order for the HUD financing to go through for Park Lane Village some title problems need to be corrected; two of which include previous recordation of the Park Lane Village and Park Lane Commons agreements which were later superceded with replacement agreements.

David Petersen is working with the City Attorney to determine how this can best be handled. It may or may not require Governing Body action. More will be reported at the City Council meeting.

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

Agenda Item 9

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

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

9-1. Ratification of Approvals of Construction & Storm Water Bond Agreements. See enclosed bond logs.

9-2. Authorization to re-roof Museum. See enclosed proposal.

9-3. Approval of Exemption from curbside recycling service for Lagoon rental house occupied by Fussner Family. The City Manager is recommending this request be granted.

9-4. Approval of new Reimbursement Agreement with Farmington Partner, LLC (David Tolman) pertaining to water line in Shirley Rae Drive. See enclosed Agreement.

9-5. Approval of Lettering Bid on City Hall by Thomas & Sons. This is requested by staff and is recommended by the City Manager. See enclosed.

9-6. Conceptual approval of Parks & Recreation request to set group rates for spring and fall Youth, Dinner and Summer Theaters. See enclosed. – Prices Same

9-7. Improvements at Park Lane and D&RG rail crossing - proposed paving west to diagonal intersection.

9-8. Provide work experience for Senior Community Service Employment Program. Farmington is the Host Agency for employing Patricia Mwanuyera who is working 20 hours per week for the City; and Davis County is the Sponsor Agency. This program does not cost the City any money. It is a six-month to one-year program.

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

STORM WATER BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
09/28	Horton	9513	1.443845	1000.00
09/28	Horton	9514	1.443844	1000.00
09/28	Horton	9515	1.443843	1000.00
09/17	Preston	9558	1.443803	1000.00
09/17	Preston	9559	1.443802	1000.00
09/17	Preston	9560	1.443801	1000.00
09/17	Preston	9561	1.443800	1000.00
09/16	Preston	9581	1.443818	1000.00
09/21	Richmond	9609	1.443811	1000.00
09/29	Rainey	9613	1.443852	1000.00
09/23	Symphony	9614	1.443824	1000.00

CONSTRUCTION BOND LOG

DATE	NAME	PERMIT	RECEIPT	AMOUNT
09/28	Horton	9513	1.443845	500.00
09/28	Horton	9514	1.443844	500.00
09/28	Horton	9515	1.443843	500.00
09/27	Smith's	9540	1.443833	Not Reqd.
09/17	Preston	9558	1.443803	500.00
09/17	Preston	9559	1.443802	500.00
09/17	Preston	9560	1.443801	500.00
09/17	Preston	9561	1.443800	500.00
09/16	Preston	9581	1.443818	500.00
09/21	Richmond	9609	1.443811	500.00
09/29	Rainey	9613	1.443852	500.00
09/23	Symphony	9614	1.443824	500.00
09/12	Garbett	9616	1.443812	Not Reqd
09/21	Garbett	9617	1.448315	Not Reqd
09/21	Garbett	9618	1.443814	Not Reqd
09/30	Impact	9620	1.443858	Not Reqd
09/21	Garbett	9632	1.443812	Not Reqd
09/22	Law	9633	1.443821	Not Reqd
09/24	CenterCal	9634	1.443829	Not Reqd
09/28	Millcreek	9636	1.443846	Not Reqd
09/24	Comfort	9637	1.443828	Not Reqd
10/01	Garbett	9645	1.443871	Not Reqd

MEMORANDUM

To: Max Forbush
From: Keith Johnson
Date: Sept. 24, 2010
Subject: Museum roof

This past June we had a wind storm that blew a bunch of shingles off of the Museum roof. I would recommend that we get the roof replaced before winter as it cannot be repaired. I have gotten bids from a couple of different reliable roofing companies and a 50 year shingle that's rated at 100 to 110 mph winds would be $5,679.00 from Rock Solid Roofing or $9,600.00 from Highpoint Contracting.

I would recommend that we go with the Rock Solid roofing bid and have it re-shingled. We can pay for it out of council contingency funds.

If we can get this approved they can start as soon as next week.

Thanks

Rock Solid Roofing

Keith Johnson
Phone 801-451-2383
kjohnson@farmington.utah.gov

June 24, 2010

Rock Solid Roofing proposes to roof your home for the following specifications and special details:
Farmington City Building

1. Recover with shingles-TBD, 6 nails per shingle
2. Replace plumbing pipe flashings and re-seal heater flashings
3. Install adequate ventilation
4. Daily clean up

30 yr architectural shingles	**$4389**	70-80 mph
Lifetime Tamko shingles	**$5679**	100 mph - 110 mph

50% of total bid due to begin at construction; remainder of the balanced owed will be due once construction is completed.

To accept this agreement, please sign, date and fax back to 801-794-0477.

_____
Acceptance

Pricing is good through July 1st, 2010

We are insured and bonded for your protection
If you have any questions regarding the above information, please call Aaron @ 801-631-6094.

it's what fUN is!

lagoon

375 No. Lagoon Drive
P.O. Box 696
Farmington, Utah 84025-0696
Phone: 801-451-8080
Office Fax: 801-451-8017
www.lagoonpark.com

September 21, 2010

Mayor Scott Harbertson
28 East 930 North
Farmington, UT 84025

Dear Mayor Harbertson:

I am writing this letter at the request of and on behalf of Lagoon's tenants living at 510 North 200 West. The tenant representative, R.C. Fussner, has reported to me that they would like opt out of the program to have the blue recycling garbage cans provided by the City. The reason they do not want these cans is that they never use them. Mr. Fussner, in meeting with the City representative, learned this letter is necessary as they no longer have a form for this purpose.

The tenants would also like to be relieved from the $3.00 per can per month fee associated with the blue garbage cans. I realize that this may seem a trivial matter, however, it is important to these tenants. Will you please refer this letter to the proper authorities. The City has already repossessed the cans.

Thank you for your assistance.

Sincerely,

David W. Freed
Lagoon Corporation

I know ~~the~~ Dick Fussner. I would guess he & his wife are older than 65 and would therefore qualify for exemption.

— Mac

PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS AGREEMENT (herein referred to as the "Agreement") is made and entered into as of the ___ day of September, 2010, by an between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "City," and FARMINGTON PARTNERS, LLC, a limited liability company, hereinafter referred to as the "Owner."

RECITALS:

WHEREAS, the Owner has constructed and/or installed approximately 1,475 linear feet of 8" diameter culinary water main and also a fire hydrant (the "Improvements") within Shirley Rae Drive in the Knighton Subdivision in west Farmington, in a southerly direction to Glovers Lane; and

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WHEREAS, the Owner caused the line to be installed for the specific purpose of providing a culinary water service lateral to the Sue Stoddard residence at 1191 West Glovers Lane (the "Home Water Extension"); and

WHEREAS, it is likely that the Improvements will provide direct benefits to adjacent properties, as identified more particularly on Exhibits "A" and "B," attached hereto and incorporated herein by reference, in the foreseeable future (the "Benefitted Properties"); and

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WHEREAS, the Owner desires to be reimbursed for a proportionate share of the costs associated with the System Improvements which will benefit the Benefited Properties;

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. **Acknowledgement.** Parties hereby acknowledge Owner has installed the System Improvements and the Home Water Extension heretofore and that said improvements have been inspected and accepted by the City.

2. **Collection and Payment of Reimbursement.** The City will require owners of the Benefitted Properties that desire connection to the Improvements, including but not limited to the 8" diameter culinary water main, to pay their proportionate share of the cost of the Improvements prior to allowing a connection to the Improvements. The proportionate share shall be determined by the City based upon consideration of the street frontage as of the date of this Agreement of each respective Benefitted Property all as set forth in Exhibits "A" and "B" attached hereto and by this reference made a part hereof. For those of the Benefitted Properties which do not front on Shirley Rae Drive, the required reimbursement prior to connection to the water line shall be $3,000. The funds collected shall be paid by the City to the Owner within a reasonable time after receipt by the City. The amount of reimbursement paid to Owner shall not

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exceed $36,500. No interest on the reimbursement amount shall be collected by the City or payable to Owner.

3. **Assignment.** The Owner specifically agrees to accept those funds which are in fact collected by the City during the term of this Agreement and paid to Owner as full and final payment under the terms of this Agreement. Further, the Owner agrees to hold the City and its officers, employees, agents and representatives harmless from liability for any sums which, for any reason, are not collected, provided that the City has made a good faith effort to collect such sums. In the event the City, after reasonable effort, is unable to collect such sums and providing notice to Owner of its inability to collect the fee(s), the City shall, upon written request from the Owner, assign to the Owner any right the City may have to collect such sums and the Owner may then take whatever legal action Owner deems appropriate to collect such sums due and owing under this Agreement. Immediately upon assignment of the right to collect such sums, Owner agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from all claims, suits, costs, expenses and attorney's fees arising from or connected with the collection of such sums. Except as provided in Paragraph 8 below, Owner shall not be entitled to further assign any right under this paragraph except to an entity related to or a subsidiary of Owner.

Deleted: , and included such sums in the calculation of the costs the Benefited Property owners are to pay for a permit, water impact fees or other project approval fees.

4. **Lien on Reimbursement Amount.** As of the date of this Agreement, parties acknowledge that the City has not been paid for the 1" culinary water impact fee nor the water connection fee for the 1" connection associated with the Home Water Extension (collectively the "Water Fees"). The amount of the Water Fees yet owed the City is $4,090. (See revised invoice #1579). Should Water Fees not be paid by the time reimbursements are received by the City, the City shall retain the collected sums and apply them to the then unpaid amounts remaining under invoice 1579. Any amount retained by the City for the Water Fees under invoice 1579 shall apply to the $36,500 maximum amount reimbursable to Owner as described in Paragraph 2 above. The City hereby agrees that Owner may delay payment of the Water Fees until such time as amounts are collected under this Agreement.

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5. **Ownership Improvements.** The City shall own, repair and maintain the Improvements which are the subject of this Agreement. Nothing in this Agreement shall be construed to alter or affect in any way Owner's obligations under any other agreement with the City relating to the installation of public improvements or reimbursement therefor.

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6. **Term of Agreement.** It is agreed that the City will make a good faith effort to collect those sums identified in Paragraph 2 for a period of fifteen (15) years from the date of this Agreement or until such time as full reimbursement under the terms of this Agreement has been received by Owner, whichever occurs first.

7. **Modifications.** This Agreement shall not be modified or amended except in writing signed by the parties hereto. Any change to this Agreement must be approved in writing by Owner and Trustees.

8. **Permitted Assignment.** Owner, with the written consent of the City, which consent shall not unreasonably be withheld, may assign all of its rights and obligations under this Agreement to Lynn F. Stoddard and Laura Loraine H. Stoddard as Trustees (the "Trustees") of the Lynn F. Stoddard and Laura Loraine H Stoddard Trust or such other trust or entity owned or controlled by the Trustees.

9. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, officers, employees, agents, successors in interest and assigns.

10. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

11. **Attorney Fees and Costs.** In the event of litigation or binding arbitration to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

Deleted: ATTORNEY FEES AND COSTS

12. **Notice**: Notice of any change or modification to this Agreement shall be given by regular mail, express mail or personal delivery to the parties at the following addresses. Any notice to Owner or City shall be copied to Trustees.

Deleted: NOTICE

Formatted: Font: Bold

If to City:

Farmington City
Attention: City Manager
Farmington, UT 84025

If to Owner:

Farmington Partners, LLC
230 W Towne Ridge Pkwy, Suite 510 1
Sandy, UT 84070

If to Trustees:

Lynn F. and Loraine Stoddard
793 South 200 East
Farmington, UT 84025-2239

Any party may change the address for Notice by providing such new address in writing to all parties listed above.

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:_____
Scott C. Harbertson, Mayor

"OWNER"

FARMINGTON PARTNERS, LLC

By:_____

Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the _____ day of September, 2010 personally appeared before me Scott Harbertson, 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 Scott Harbertson acknowledged to me that the City executed the same.

_____

Notary Public

OWNER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF _____)

On the __ day of September, 2010 personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of FARMINGTON PARTNERS, LLC., a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and acknowledged to me that said limited liability company executed the same.

_____

Notary Public

Thomas & Sons
SIGNS • BANNERS • ENGRAVING

680 North 1000 West, Suite #1
Centerville, UT 84014
Phone • (801) 292-1526 Fax • (801) 296-6123
E-mail • mail@thomasandsonsllc.com

PROPOSAL

September 27, 2010

To: Farmington City Corporation
PO Box 160
Farmington, Utah 84025

Attn: Max Forbush

Re: Add Reception and Department Identification Lettering at Customer Counters.

Scope: Provide and install 1/4" thick x 4" high "Americana Bold" laser cut, flush mounted, acrylic lettering with painted Duranodic Bronze finish and text as shown on the attached drawings.

Lot Price $ 438.00

Terms: Net 30

Warranty: One year materials and labor.

If you have questions regarding this proposal contact Bruce Thomas at 801-548-5366.

Option 1

Thomas & Sons LLC
Custom Commercial Sign and Engraving Services
680 North 1000 West Centerville, UT 84014
Phone (801) 292-1526 Fax (801) 296-6123

Client: Farmington City
Rep: BT
Drawing No.: 100927BD1
Revision No.: 01

- ☐ APPROVED
- ☐ APPROVED AS NOTED
- ☐ NOT APPROVED - REVISE & RESUBMIT

SIGN & DATE

COLORS NOTED ARE REPRESEMTATIONAL ONLY
ASK YOUR REP FOR ACTUAL COLOR SAMPLES

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Thomas & Sons LLC
Custom Commercial Sign and Engraving Services
680 North 1000 West Centerville, UT 84014
Phone (801) 292-1526 Fax (801) 296-6123

Client: Farmington City
Rep: BT
Drawing No.: 100927R
Revision No.: 01

☐ APPROVED
☐ APPROVED AS NOTED
☐ NOT APPROVED - REVISE & RESUBMIT
SIGN & DATE

COLORS NOTED ARE REPRESEMTATIONAL ONLY
ASK YOUR REP FOR ACTUAL COLOR SAMPLES

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FARMINGTON

HISTORIC BEGINNINGS · 1847

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

Memorandum

To: Max Forbush, Mayor Scott Harbertson, and City Council Members

From: Neil Miller

Date: September 23, 2010

Re: Group Rate Policy for Youth, Dinner and Summer Theaters

Dear Max, Mayor Harbertson and City Council Members,

We would like to propose the idea of instating group rates for attendees to our Spring and Fall Youth Theaters, our Summer Musical in Woodland Park and our Dinner Theater events. The following is a suggestion as to those rates:

Farmington City's group rates for tickets to productions are based on the size of the group and the show they are attending.

Spring or Fall Youth Theater – Individual Ticket Price $5.00
Groups of 5-20 $4.00
Groups of 20-50 $3.50 } new

Summer Family Musical in Woodland Park – Individual Ticket Price $5.00
Groups of 5-20 $4.00
Groups of 20-50 $3.50
Groups of 50 or more $3.00 } new

Fall Dinner Theater – Individual Ticket Price $18.00
A table of 8 can be purchased for $130.00 (a savings of $14.00) new

Please let us know if you feel that these are acceptable. Thank you for your time and consideration.

Sincerely,

Neil Miller
Parks and Recreation Director

160 S MAIN · P.O. BOX 160 FARMINGTON, UT 84025
PHONE (801) 451-2383 FAX (801) 451-2747
www.farmington.utah.gov

HOST AGENCY AGREEMENT

This Host Agency Agreement is made and entered into by and between DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as "Sponsor Agency" and

Farmington City hereinafter referred to as "Host Agency."

Witnesseth:

WHEREAS, this Agreement comes under a part of the Senor Community Services Employment Program (SCSEP) operated under Titlc V of the Older Americans Act; and

WHEREAS, the intent of this Agreement is to furnish useful community services assignments for low-income mature workers ("Enrollee"), in order to increase his or her skills and assist transition to permanent employment.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter the parties hereto agree as follows:

Host Agency agrees as follows:

1. To provide a safe and healthful worksite, adequate orientation and training and additional training as needed to each Enrollee provided by the Sponsor Agency and to treat each Enrollee as a valued worker in the Host Agency.

2. To assist the Sponsor Agency in placing one Enrollee per year in the Host Agency SCSEP program and to consider the Enrollee for regular employment as vacancies occur or when new positions are created in the Host Agency.

3. To abide by mutually agreed upon work schedules documented by properly prepared time sheets and periodic performance evaluations. Enrollee may be required to attend periodic meetings at the Sponsor Agency during regular working hours and the Host Agency recognizes that the Enrollee may be unavailable for work during these times.

4. To ensure that each Enrollee's assignment does not displace currently employed or laid-off workers, replace other workers in assisted programs, or reduce regular work hours, wages or benefits.

5. To not discriminate against an Enrollee because of race, color, religion, sex, national origin or disability.

6. To send a representative to meetings with the Sponsor Agency to discuss changes in policies or other issues that may have an impact upon the operation of the SCSEP.

7. To not allow any other national SCSEP project sponsor to assign an Enrollee to the Host Agency while this Agreement is in effect.

8. To inform the Sponsor Agency immediately if the Host Agency's 501(c) (3) certification is changed.

9. To recognize that Enrollee remains an employee of the Sponsor Agency for all Workers' Compensation and liability issues and is subject to the Sponsor Agency's personnel policies and procedures.

The Sponsor Agency agrees as follows:

1. To recruit, enroll and assign an Enrollee to the Host Agency for the purpose of engaging in productive community service employment with duties and tasks as specified in a written community service assignment description.

2. To provide the Host Agency with reasonable notice when reassigning an Enrollee.

3. To be responsible for all administrative and fiscal controls and for paying wages and providing fringe benefits to each Enrollee.

The Host Agency and the Sponsor Agency agree to the following:

1. The Sponsor Agency reserves the right to reassign any Enrollee whenever reassignment will increase opportunities for training or unsubsidized employment that will serve the best interests of the Enrollee or will better support the goals and objectives of the program.

2. This Agreement may be terminated by either party upon giving fifteen (15) days written notice to the other party.

WHEREFORE, this Agreement is entered into this _____ day of October, 2010

DAVIS COUNTY

By_____
P. Bret Millburn
Board of Davis County Commissioners

ATTEST:

_____
Steve S. Rawlings
Davis County Clerk/Auditor

Approved as to Form:

_____
Office of Davis County Attorney

Host Agency
FARMINGTON CITY

By_____
Scott C. Harbertson
Mayor

ATTEST:

_____
Margy L. Lomax
City Recorder

Agenda Item 10

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

SUBJECT: Discussion regarding City Manager Selection Process

ACTION TO BE CONSIDERED:

To be discussed at City Council meeting.

GENERAL INFORMATION:

1. Review 40 – pick top 10
2. Time & Dates – Weds – 13th – 2pm – 10
   14th – ?
3. Friday – negotiate terms of contract
4. Process
   a. Questions – too difficult – 15-20 minutes
   b. length –
   c. discussion time
   d. don't Questions

8:00 start
8:30 on

Final
8:00
8:30 start

18th
19th

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

Max Forbush

From: Todd Godfrey [tjgodfrey@mhlaw.net]
Sent: Friday, October 01, 2010 9:35 AM
To: mforbush@farmington.utah.gov
Subject: RE: Draft City Manager Selection Concepts/Process

Max:

Here are my comments on what you've sent over.

The overall criteria ring true to me as the proper measures on which to evaluate a candidate. The question format I've also heard of and it does seem likely to elicit better information than traditional interviews. Here are couple of things to think about.

The questions strike me as being difficult to answer for the vast majority of people if they are hit "cold" with them. I suspect many won't have situations in their mind that they can discuss on the spot. I think recall in the heat of an interview may be difficult. To the extent that is part of the criteria you are measuring, that needs to be measured against someone's ability to recall specific situations accurately with a bit more time for reflection.

The criteria relate to specific skill sets. Those specific skill sets need to match up with any written job descriptions you have in the City now. I'd hate for the interview criteria, (which looks excellent to me) to be used for evaluation of candidates and then find that a written job description previously adopted by the City doesn't match up.

Missing from this list in the set of traditional reminders about what should not be asked in an interview setting.

Overall, I think what you've put together is very, very insightful and likely to produce good information.

From: Max Forbush [mailto:mforbush@farmington.utah.gov]
Sent: Wednesday, September 29, 2010 9:37 PM
To: Todd Godfrey; 'Cory Ritz'; 'Jim Talbot'; 'John Bilton'; 'Rick Dutson'; 'Scott C. Harbertson'; 'Sid Young'
Subject: Draft City Manager Selection Concepts/Process

Mayor and Council members:

The recruitment process for the new City Manager is nearly ended (5pm on Friday, Oct 1st). The selection process will begin in earnest. The attachments are intended to help the Governing Body in the Selection Process. Please read the documents carefully, especially my information being sent in the Word document. Please review and provide comment as soon as possible. I will have a discussion agenda on the October 5th City Council agenda. It would be helpful to received written and verbal comments that night so that we can be ready to move forward in the process. My information is draft and I welcome comments and suggestions for improvements.

Todd,
Please review my documents and provide advice.

Max

Agenda Item 11

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

S U B J E C T: Discussion pertaining to proposed demolition of Mary Myers' home on south Main Street

ACTION TO BE CONSIDERED:

Continued discussion needs to take place with a vote taken to decide what to do.

GENERAL INFORMATION:

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

Agenda Item 12

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

SUBJECT: Policy Consideration for Financing curb & gutter and possible street lighting projects

ACTION TO BE CONSIDERED:

Should the City Council authorize a revolving loan fund that could be used for financing improvements for financing private reimbursement such as curb and gutter on Compton Bench over a period of time?

Policy – must to write

GENERAL INFORMATION:

Terms of payment should be discussed and also a maximum amount to be included in such a revolving fund. There is another pending project other than 900 and 1000 curb and gutter which will be explained in more detail at Council meeting by the City Manager; that project is street lighting for the Farmington Creek Estates Subdivision.

John Anderson – ideas
- Trees / planted
- Rock or beams in pumphouse
- Save 1 corner with plaque

} landscape design

Save rock from house
beams if possible

Tear it Down

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

Agenda Item 13

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

SUBJECT: City Manager's Report

- Recruitment of Fire Chief
  See enclosed recruitment plan and related information.
  29th 69,000-90,000
- Property Discussion for west Farmington Park. To be discussed by City Manager at the meeting.
- Station Park Agreements/Invoices
  To be covered by City Manager at the Council meeting.
- Wilding/Matthews
  24K vs 28K
- 19 Oct Mtg - Honor Lacey

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

Recruitment and Selection Plan for Fire Chief

A. Notice to:

- Publish in Deseret News/Salt Lake Tribune weekends in October to 23-24th
- Utah League of Cities & Towns
- Utah State Fire Chiefs Association
- Notice to all Davis County Fire Departments (Kaysville, Layton, South Davis Metro, Clinton, Syracuse, North Davis Fire District, Sunset, South Weber)
- Utah Fire and Rescue Academy
- Western Fire Chief's Association

B. Closing Deadline: Friday, October 29 at 5:00 p.m.

C. Selection Process:

1. November 1st - Mayor, Max, Margy review all applications. Disqualify all who fail to meet minimum qualifications.

2. November 1-2 - Copy qualifying applications for each member of Selection Review Committee (Mayor, City Manager, Chief Larkin (Kaysville) Chief Rampton (Metro Fire) and one or two City Council Members.

3. November 3-4 - Selection Committee review. Selects top 5-10 candidates for interviews.

4. November 8-12 - 1st round of interviews. Narrow to top two or three.

5. November 15-19 - 2nd round of interviews/reference checks.

6. Offer extended November 22-24.

7. New Chief begins term of service.

Farmington Fire Chief Opening

About the Job:

- Full time, salaried position
- Salary range: $69,000 - $90,000
- Excellent fringe benefits including 16.37% of salary on defined benefit ICMARC Retirement Plan
- Health insurance through SelectHealth. City pays 100% for employee and 70% of dependents' coverage.
- PEHP dental insurance.
- Annual and sick leave benefits.
- Paid holidays.

Previous Chief:

Larry Gregory, Fire Chief for the past 15 years, retired due to severe health challenges, one week before passing away.

Structure:

The City intends to carry on with limited full-time positions with most service response being provided by part-time firefighters. Currently the Department has 35 part-time firefighters/ EMTS; a full-time Captain and a part-time secretary. The number of calls for service each year is approximately 700 which includes EMS and fire calls.

EMT Services:

Presently the City operates an ambulance/EMT response service with three ambulances. All firefighters are expected to be EMT certified.

Facilities and Equipment:

The Department currently has three (3) 1,500 gallon engines; three (3) ambulances, a tanker truck and a number of brush trucks. The Department is housed in a newly remodeled and expanded six-bay station. The City's Capital Improvement Plans call for acquisition of a Quint platform truck in the near future.

About Farmington:

Farmington City is located at the base of the Wasatch Mountains on the east and abuts the shore of the Great Salt Lake on the west. The population of Farmington is approximately 18,000 having grown from a population of 2,500 in 1970. The City is about 60% developed. The City is traversed by three major highways and a commuter rail line with a station on the City's west side. Farmington is also the home of Lagoon Amusement Park.

Presently, Farmington is undergoing an exciting economic development boom with one million square feet of regional retail/office to be completed within the next two years.

Additional Questions:

Questions can be answered by calling or e-mailing Max Forbush, City Manager at 801-939-9203 mforbush@farmington.utah.gov or by calling or e-mailing Mayor Scott C. Harbertson at 801-540-1960 scottharbo@msn.com

Staker & Parson
COMPANIES
"THE PREFERRED SOURCE"

Staker Paving & Construction Co.

P.O. Box 27598
Salt Lake City, Utah 84127-0598
Phone (801) 258-3900 * Fax (801) 258-3997

To:	Farmington City	**Contact:**	
Address:	Farmington, UT	**Phone:**	
		Fax:	
Project Name:	Station Parkway North Road CO4	**Bid Number:**	316604
Project Location:	Park Lane And Station Parkway, Farmington, UT	**Bid Date:**	9/16/2010

Staker & Parson Companies may withdraw this proposal, unless written acceptance is received from buyer within 30 days of proposal date. This proposal is subject to a fuel surcharge. The Bench Mark Price for diesel fuel the week of this proposal is $2.928 per gallon.

Bid Proposal Estimator:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Burke Lane Reconstruction					
91	Level Course Existing Asphalt And Then Lay And Compact 2" Of Asphalt 22' Wide By 600' Long.	195.00	TON	$74.25	$14,478.75

Total Bid Price: $14,478.75

Notes:

- Exclusions: Bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping and prime coat.
- One mobilization included, additional to be $1,000.00 each.
- WE NEED AN EXTRA 25 CALENDAR DAYS ADDED TO THE CONTRACT FOR THIS CHANGE ORDER.
- *** BID AND WORK CONTRACT ***

  In consideration of the mutual promises set forth herein, Staker Paving and Construction Company, Inc., with principal offices located at 1730 North Beck Street, Salt Lake City, Utah (hereinafter referred to as "Staker") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows:

  1. DESCRIPTION OF WORK*. Staker will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the work"):

  *To the extent the described work is detailed in Plans and Specifications, such must be provided to Staker before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Staker.

  2. CONTRACT PRICE: To the extent that the above is specified as a unit or square foot price, it is agreed that the number of units or square feet indicated is an approximation. Staker shall be paid for the actual number of units or squarefeet completed as determined by field measurement. The price stated is also based on Staker's ability to purchase required materials, in particular asphalt oil, for $469.00 per ton (AC 10) F.O.B., Salt Lake City, Utah. Any increase in the price, including freight and taxes, which Staker must pay for said materials, will be passed on to and paid for by Buyer.
- 3. TERMS OF PAYMENT: Buyer shall pay Staker in full at Staker's office in Salt Lake within fifteen (15) days following the date of Staker's invoices, without retention regardless of the final completion date of the work. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1 ½.%" per month) from the date payment is due until payment is received by Staker, whether before or after judgment.

  4. CLAIMS OR DEFECTS: Written notice of any alleged claim or defect must be given to Staker at its address shown above not later than five (5) days after the completion of the work under this contract by Staker. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Staker's sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Staker shall have a reasonable time to make such repair or replacement.

Max Forbush

From: Tammy North, PE [tammy.north@crsengineers.com]
Sent: Thursday, September 30, 2010 1:38 PM
To: mforbush@farmington.utah.gov
Subject: FW:

Max,

Attached is the proposed change order to level and overlay Burke Lane from the railroad crossing west to the diagnol.

Tammy

From: Anderson, Scott (Staker & Parson) [mailto:Scott.Anderson@stakerparson.com]
Sent: Thursday, September 30, 2010 8:54 AM
To: Tammy North, PE
Subject:

Tammy
Here is the price for the overlay on burke Lane. Sorry for the delay, I thought I had sent it to you last week.
Thanks
Scott Anderson

Agenda Item 14

CITY COUNCIL AGENDA

- Appointments, Hearings, Etc.
- Discussion Items - Recommendations
- Reports

For Council Meeting:
October 5, 2010

Petitioner _____

SUBJECT: Governing Body Reports

- **Mayor Harbertson's Report**
- **City Council Reports**

To be given at Council meeting.

Nov 30th Public Open House 4-8pm

X-mas tree (inside) decorated by elementary school

John Bilton

Cory Ritz

Rick Dutson — longer microphone at podium *
weed infestation - Summerwood Drive - vacant lot ~~south~~ north end
Chemity Beck drugs
on ~~Ben~~ Park Lane - bottom — enforcement

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

Agenda Item 15

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

SUBJECT: **Miscellaneous**

a. Miscellaneous items. To be provided at City Council meeting.

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

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

Agenda Item 16

CITY COUNCIL AGENDA

[ ] Appointments, Hearings, Etc.
[ ] Discussion Items - Recommendations
[ ] Reports

For Council Meeting:
October 5, 2010

Petitioner _____

SUBJECT: Items of General Correspondence

16-1. City Council Action List for Council meeting held September 21, 2010. (See Tab 17.)

16-2. Bond reduction letter for Willow Creek Estates. (See Tab 18.)

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

CITY COUNCIL ACTION LIST
FOR REGULAR COUNCIL MEETINGS HELD September 21, 2010

Disposition					ACTION ITEM
Dept.	Initiated	Complete	Not Started	Number	
Adm	X	X		1.	Number/file Franchise Agreement with Comcast - send them a copy.
Adm		X		2.	Number/file Ordinance amending Title 11 Chapter 18 to allow realignment of street next to Central Davis Sewer pump station.
Adm		X		3.	Number/file Ordinance amending Title 11 Chapter 10 adding "Greenhouse/Garden Center Retail" as a conditional use in "A" zones.
Adm		X		4.	Number and file Ordinance amending notice requirement for public hearings - Title 11, Chapters 6 & 7 (ZT3-10)
Adm		X		5.	Number and file sidewalk replacement Agreement with Gordon Crabtree.
Adm		X		6.	Notify Joyce Bradwisch of exemption from curbside recycling.
Adm		X		7.	Number and file resolution/Make changes to Uniform Fee Schedule adding "Cancellation Fee" for Community Center.
Adm	X			8.	Secure signatures on Tolman Reimbursement Agreement for water line on Shirley Rae Drive. Record Document.
Adm	X			9.	Notify Parks/Recreation about Stott Christmas Tree.

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

September 28, 2010

M & T Bank
6985 Union Park Court, Ste. 465
Midvale, UT 84047

Re: Bond Reduction- Willow Creek Subdivision
Escrow Account # 98123462795

Dear Sirs:

We have received a request from Guy Haskell of Haskell Homes for release of funds covering work completed on the above listed subdivision. The City has inspected the work and found it to be acceptable at this time.

You are hereby authorized to release **$18,774.90** of the funds now deposited in the above referenced account. This should leave a balance in the account in the amount of $0.00. This will complete the warranty period and close out the account. Please let us know if there is any discrepancy in the remaining balance figure.

We appreciate your cooperation in releasing these funds. Should you have any questions please contact Ken Klinker at 939-9212.

Sincerely,

Ken Klinker
Farmington City

cc: Mayor and City Council
Max Forbush, City Manager
File
Guy Haskell

160 S MAIN P.O. BOX 160 FARMINGTON, UT 84025
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www.farmington.utah.gov