

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to thank the outgoing City Council for their service to the community. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, December 17, 2019, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

PRESENTATIONS:

7:05 Recognition and Appreciation of Outgoing City Council Members for their Service to the Community

7:30 Review and Acceptance of Audit Report

PUBLIC HEARINGS:

7:45 Consideration of a Rezone and Subdivision Schematic Plan “Decision Tree” for the Cook Property

SUMMARY ACTION:

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

8:15 Minute Motion Approving Summary Action List

1. Approval of Minutes from December 3, 2019
2. Memo of Understanding with Davis County
3. Improvements Agreement with Brookside Hollow, LLC
4. Improvements Agreement with Elite Craft Homes, LLC
5. North Cottonwood Creek Final PUD Master Plan – 368 W State
6. Farmington Crossing Condominium – 991 W Shepard Lane
7. Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings

GOVERNING BODY REPORTS:

8:20 City Manager Report

8:25 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 12th day of December, 2019.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

Posted 12/12/2019

CITY COUNCIL AGENDA

For Council Meeting:
December 17, 2019

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

It is request that Mayor Jim Talbot give the invocation to the meeting and it is requested that City Councilmember Alex Leeman lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
December 17, 2019

S U B J E C T: Recognition and Appreciation of Outgoing City Council Members for their Service to the Community

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Mayor Jim Talbot will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
December 17, 2019

S U B J E C T: Review and Acceptance of Audit Report

ACTION TO BE CONSIDERED:

Move that the City Council accept the audit report for 2019.

GENERAL INFORMATION:

Mike Ulrich from Ulrich and Associates will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
December 17, 2019

PUBLIC HEARING: Consideration of a Rezone and Subdivision Schematic Plan “Decision Tree” for the Cook Property

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See staff report for recommendations.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

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



City Council Staff Report

To: Honorable Mayor and City Council
From: Dave Petersen, Community Development Director
Date: December 17, 2019
SUBJECT: **A Rezone and Subdivision Schematic Plan “Decision Tree” for the Cook Property (Z-14-19 and S-21-18)**

RECOMMENDATION:

[Note: staff recommends motions A, C, D, E and/or F, identified by “o” symbol below, as the only reasonable options at this time]

- o A. Hold a Public Hearing Related to the Subdivision Schematic Plan.

ZONE CHANGE

[Note: alternative motions B and C below are the same options set forth in the City Council staff report dated September 17, 2019 (the last time the Council considered this request), except motion C has been modified to meet the changing circumstances].

- B. Move that the City Council approve the proposed zone map change as set forth in the staff report below and direct staff to draft an enabling ordinance for consideration at an up-coming meeting.

Findings:

1. The proposed zone change is reasonably necessary because it will result in a project consisting of two substantial non-residential uses. Demand exists for another hotel, or hotels, in Farmington to better serve the needs of Lagoon, Station Park, the up and coming business park, Davis County Fairgrounds, mountain resorts, and other venues planned for the area.
2. Town homes, which the GMU zone allows, by themselves, are not in the public interest without the considerable presence of non-residential uses contemplated for the project, but that part of site anticipated for these dwelling units will fill a location void in the southwest corner and at the same time will enhance the non-residential uses and provide a good transition to the City’s nearby park.
3. In addition to property tax, the hotel(s) will provide transit room taxes to the City.
4. As per a prior agreement when establishing the Station Parkway right-of-way, the City must provide a credit to the owner of any transportation impact fees due and owing from future development related to the property in the amount of approximately \$276,000.00. If the sum total of all given projects on the 8.11 acres does not equal or exceed this amount, the City must make up the difference to the owner. The enclosed concept does

not result in a deficit whereby the City must pay money pursuant to the agreement, but provides additional impacts fees for streets near the project.

5. ~~The property is located in the CRA 2 area (Community Re-investment Area). Too many residential uses may compromise the amount of a possible property tax increment that will benefit the City under this CRA. Nevertheless, the applicant is willing to place a deed restriction on some, or all, of the town homes limiting their use to short term rentals (30 days or less). Under this scenario the increment will stay in tact. [Note: this finding no longer applies. Reasons for this may be discussed at the City Council meeting].~~
6. The proposed amendment is consistent with the North Station Small Area Master Plan, which is an element of the City's General Plan, and is consistent with the purpose of the GMU zone, both of which are referenced in the staff report.

--OR--

- o C. Table action to allow time for the "Development Plan Review Schematic Plan" process to progress far enough along to better determine the area necessary for the OMU zone and the area necessary for the GMU zone.

--OR--

- o D. Motion to deny.
[Note: staff prepared a motion to deny as part of the Planning Commission meeting staff report dated August 22, 2019. A modified version of this motion (and findings) are available on request].

SUBDIVISION SCHEMATIC PLAN

[Note: motions E and F may be considered only if the zone change is tabled by the Council as per motion "C" above].

[Note: if motion B above is approved, the Council may consider motions F or G below].

- o E. Approve the subdivision schematic plan consisting of a dedicated ROW and seven parcels subject to all applicable Farmington City Development standards and ordinances and the following:
 1. The Council must rezone property abutting Shepard Creek from A to OS to widths and areas as shown the City's Regulating Plan and consistent with other OS designations by the City in the past;
 2. The Council shall rezone remaining portions of the property from A to OMU for the non-residential uses, and/or GMU for the residential uses; and

3. The proposed east to west street (“River Rock Road”) must be realigned to the north to better ensure more developable property (on the south side of the road) on property to the west of the Cook property.

Findings

1. The motion is consistent with the goals and purposes of the General Plan and Zoning Ordinance, including, but not limited to, the City’s Regulating plan for the area;
2. Section 12-7-040 D of the City’s Subdivision Ordinance states in part, “Street patterns in the subdivision shall be in conformity with a master street plan for the most advantageous development of adjoining areas and the entire neighborhood or district”.

--OR--

- o F. Same as motion C above.

--OR--

- o G. Approve the subdivision schematic plan consisting of a dedicated ROW and seven parcels subject to all applicable Farmington City Development standards and ordinances and the following:
 1. The proposed east to west street (“River Rock Road”) must be realigned to the north to better ensure more developable property (on the south side of the road) on property to the west of the Cook property.

Findings

3. The motion is consistent with the goals and purposes of the General Plan and Zoning Ordinance, including, but not limited to, the City’s Regulating plan for the area;
4. Section 12-7-040 D of the City’s Subdivision Ordinance states in part, “Street patterns in the subdivision shall be in conformity with a master street plan for the most advantageous development of adjoining areas and the entire neighborhood or district”.

BACKGROUND

The Planning Commission on August 22, 2019, considered an application from Brighton Homes, which included among other things, a request to rezone the Cook Property south and east of Shepard Creek from A to GMU. On a 4 – 3 vote the Planning Commission approved a motion to recommend approval of the request. The Planning Commission also reviewed a concept plan, but

not a schematic plan, showing all townhomes at this specific location, but did not act or discuss the merits one way or another regarding said concept plan.

The City Council considered the zone change application on September 17, 2019, but based on the less than unanimous vote of the Commission, and meetings with the staff and others, the applicant presented a concept plan to the Council with a greater mix of uses (i.e. a proposed hotel, a second non-residential building (i.e. another hotel and/or a possible office building), and fewer townhomes). Thereby, the applicant attempted to create a concept plan that the Council might eventually determine to be more consistent with the goals and purposes of the General Plan and Zoning Ordinance than the previous August 22nd plan. After its review of the application, the Council tabled consideration of the zone change request to allow time to receive a recommendation from the Planning Commission regarding the updated concept plan. The specific motion was as follows:

Brett Anderson moved that the City Council table action to allow time for City staff (and the applicant and /or property owner) to draft an agreement for City Council consideration and present schematic plan to ensure, among other things, that the timing of the development will emphasize the non-residential uses and allow time for the developer to submit an application for schematic plan review to the Planning Commission, which schematic plan, if approved by the Council, can be an exhibit to the agreement and or prelude to the zone change. Cory Ritz seconded the motion, which was unanimously approved.

This motion allowed time for the Planning Commission to provide a thorough review/recommendation of a formal schematic plan application for the project. The idea of a development agreement referenced in the motion will be discussed with the Council at the December 17th meeting.

[NOTE: Also, since the August 22nd and September 17th meetings, the developer modified his zone change request to show the GMU zone for only that area encompassing the now 60 town homes, and the OMU zone for all other areas (including the proposed non-residential uses) --- excepting the OS zone (Open Space) next to Shepard Creek].

The Farmington City Code provides for the review of at least two types of Schematic Plans: 1) “Subdivision Schematic Plans” specific to almost all subdivisions in the city, and 2) “Development Plan Review Schematic Plans” which are only specific to the site plan review process in the mixed-use zones set forth in Chapter 18 of the Zoning Ordinance.

Subdivision Schematic Plan.

For subdivision schematic plans, the Planning Commission must prepare a recommendation and the City Council shall approve (or deny) such plans. Brighton Homes is proposing a subdivision consisting of:

- a. A dedicated right-of-way extending River Rock Road (a local neighborhood street) on the east side of Station Parkway west across and to the west edge of the Cook property;
- b. Two parcels proposed to be zoned OMU south and east of Shepard Creek (Lots 1 and 2);
- c. Two parcels proposed to be zoned GMU: one north of River Rock Road (Lot 3), the other south (Lot 4); and
- d. Three parcels proposed to be zoned OS north and west of Shepard Creek (to be developed in the future)—Remainder Parcels A, B and C.

[Note: the proposed OS zone referenced above traverses across almost all of the aforementioned parcels].

Development Plan Review Schematic Plan.

As part of its review for “development plan review schematic plans” City staff must approve, or deny such plans--- and if these plans include any of the following criteria the Planning Commission shall review and approve, or deny, the same (not City staff):

- (1) The application includes a structure that exceeds thirty thousand (30,000) square feet in size;
- (2) The application is asking for flexibility with the design criteria and development standards of this section, while still meeting the intents and purposes of said criteria and standards;
- (3) The application is a planned development area (in excess of 5 acres in size);
- (4) The application includes a use or element that requires a special review process.

Schematic development plans specific to the townhomes and non-residential uses set forth in the information provided by the applicant require Planning Commission approval because they meet criteria 1,2, and 3 above, but they do not require approval by the City Council.

December 12, 2019 Planning Commission Meeting. The Planning Commission considered the Development Plan Review Schematic Plan and its December 12th meeting, but too many significant outstanding issues remained unresolved and the Planning Commission tabled action to allow time for the developer to resolve the following:

1. The proposed east to west road “dead-ends” at the west boundary line of the Cook property. The first sentence of Section 12-7-040 D3 of the Subdivision Ordinance, and subparagraph b. thereto, state: “Dead end streets shall serve as access for not more than twenty four (24) dwelling units and shall not exceed one thousand feet (1,000') in length” and “Exceptions to the requirement for a second point of independent access may be granted by the city council, after receiving a recommendation from the planning commission, upon a finding that the topography or other physical conditions of the development site make it impossible to provide a second access which complies with street design standards established by the city and

that an increased street length and/or density will not unreasonably impact the ability to provide emergency and other public services”.

Does the ingress and egress between the two proposed hotels qualify as a “second point of independent access” for this planned development area? If so, in the event that one or both hotel sites develop later than the townhomes, including this “second point of independent access”, will this preclude development of no more than 24 townhomes now unless the applicant obtains an access easement across the OMU parcels to said second point of independent access at the same time?

The developer is proposing 60 dwelling units on this potentially dead-end street
[Note: The City Council recommended no more than 50 dwelling units for the entire site].

2. The proposed OS zone within the two townhome parcels, the one hotel parcel, and parcels A, B and C may not be wide enough as per the regulating plan and consistent with previous such designations by the City on other parcels in the past.
3. Parking exists in front of the two hotels which is not allowed in OMU zone (or the GMU zone). It may make sense to permit parking for certain uses in the mixed-use zones in front of buildings. Should the City consider a zone text change to its ordinances to allow for the same?
4. The inside of the curve of the right-of-way, creates poor site distance for the proposed ingress and egress on to Station Parkway between the hotels. Is there anything that can be done to mitigate a potentially un-safe situation?
5. Chapter 32 of the Zoning Ordinance requires 1 parking space per room for Hotels. The schematic plans show 102 parking spaces set aside for the 92-unit hotel and 79 stalls for the 75-unit hotel (181 stalls in all—14 more than required); however, 41 of these 102 spaces are located in front of the buildings, which currently violates city standards, and another 20 parking spaces are located within the Station Parkway ROW. Normally, on-street parking may be used to meet parking requirements in the mixed-use zones, but in this situation, these on-street parking spaces may compound and worsen site-distances constraints at the entrance to the street between the hotels. Moreover, some day Station Parkway may be upgraded to a 5-lane facility and these parking stalls may no longer exist.
6. The developer is proposing the OMU zone for the two hotels and GMU for the townhomes. As the parking needs increase on-site for the two hotels and the OMU area increases in size (and if the OS zone potentially increases in size as well) where

will the City establish the final location of the GMU zone? Must the applicant reduce the number of townhomes on-site?

7. Apparently Rocky Mountain Power (RMP) installed a transformer type unit on the property not located in an easement or within the City ROW. Did RMP receive approval from the property owner to do so? This facility may dictate the location of one of the hotels in a significant way.
8. The SPARC (Site Plan and Architectural Review Committee) has not yet reviewed the latest schematic plans prepared by the applicant.
9. Shepard Creek traverses through the site. The existing FIRM (Flood Insurance Rate Map) designates the flood plain on the Cook Property as Flood Plain X (undetermined) because FEMA has not conducted a study on the property. An engineer, independent from FEMA, should model Shepard Creek to provide a more accurate flood plain determination. This will help identify buildable areas and/or ensure that the location of structures, including the elevation of buildings, are placed and set appropriately. In the event the study is not done, and the entire area is inundated by a flood event, FEMA will likely come in after the fact and to do a study for the entire greater area, which may place many properties unduly within the flood plain.
10. Because of the proximity of Shepard Creek, as per an interlocal agreement between the City and County, a flood control permit is required as part of the process. The creek at this location has little or no banks. Preliminary input from the County may prove invaluable at this stage of site plan review.
11. A dead-end exists within the townhome portion of the plan. How will snow plows, garbage trucks, etc. serve these private streets?
12. The developer proposes to construct the buildings in such a way that they may be platted later as building lots. If so, will each building receive individual service laterals/meters now to avoid utility payment and maintenance conflicts later?
13. How will the residents of the town homes deal with garbage pick-up? If individual containers are proposed for each resident, is there space to place them "at the curb" and store them on-site, and can the trucks maneuver the site to pick up garbage? Or will the developer provide dumpsters for groups of town homes? —if so, the site plan should be updated accordingly.
14. Angled parking often presents site-distance issues as motorists attempt to back their vehicles from their spaces. Can the developer, or should he, re-design the street for parallel parking?

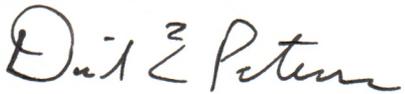
Supplemental Information

1. Vicinity Map
2. Existing Zoning Map
3. Illustrative Plan of the North Station Small Area Master Plan
4. Schematic Plan
5. Schematic Plan showing site distance constraints at the proposed second point of access.
6. Regulating Plan

Applicable Ordinances

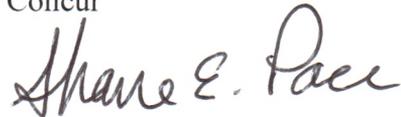
1. Title 11, Chapter 18 – Mixed Use District
2. Title 12, Chapter 3 – Schematic Plan

Respectfully Submitted

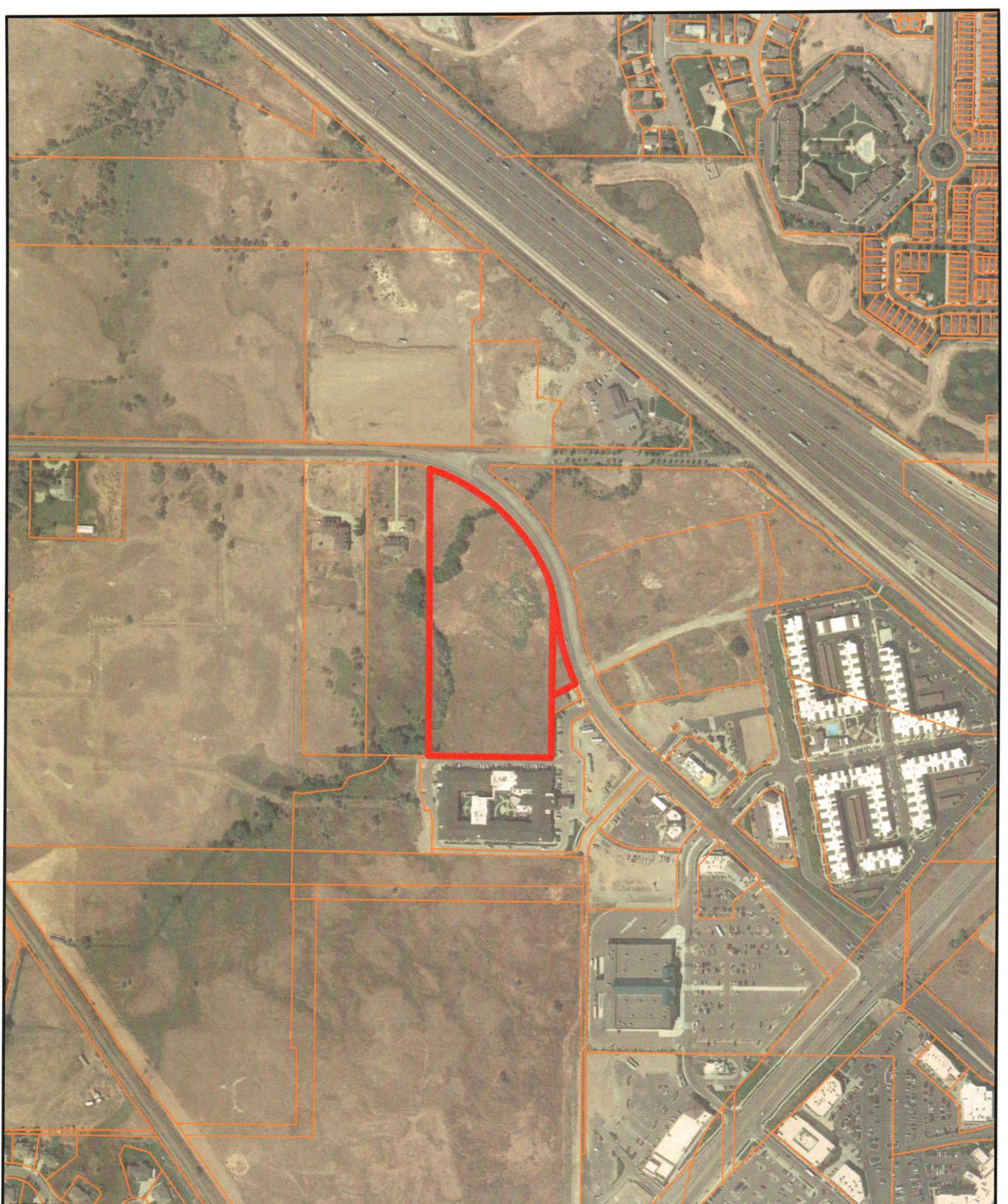


Dave Petersen
Community Development Director

Concur

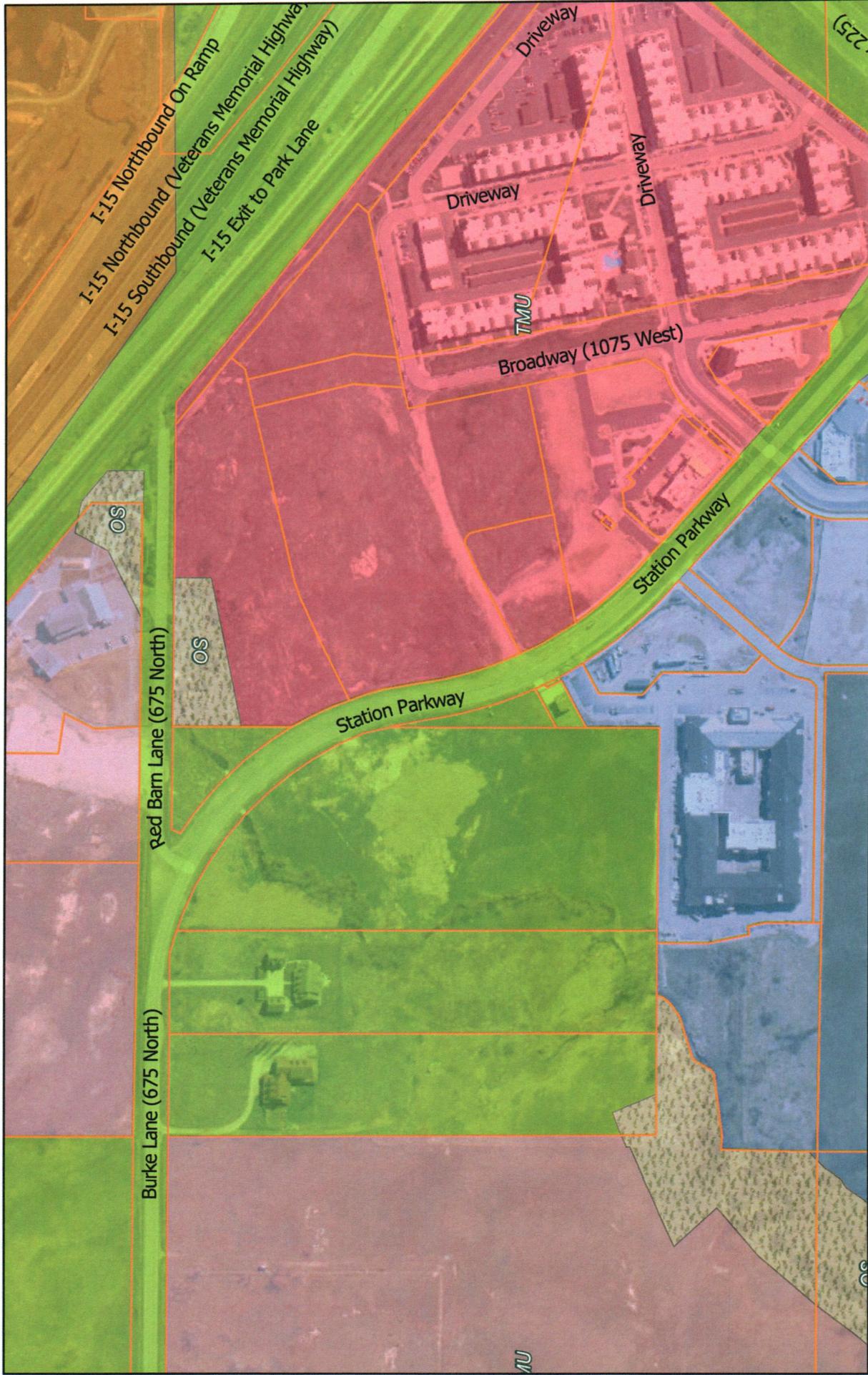


Shane Pace
City Manager



 <p>FARMINGTON</p>	<h2>VICINITY MAP</h2> <p>Parcel 08-486-0118</p>	<p>0 200 400 600 800 Feet</p> <p>0 50 100 150 200 Meters</p>	 <p>N W FC E S</p>	<p>Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.</p>
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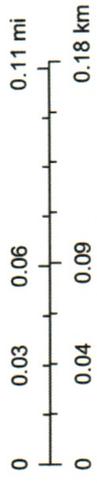
Farmington City Information



12/12/2019, 11:13:46 AM

-  Farmington City Boundary
-  Parcels
-  BP
-  A
-  TMU
-  GMU
-  OS

1:4,514



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
 Farmington City
 USDA FSA |

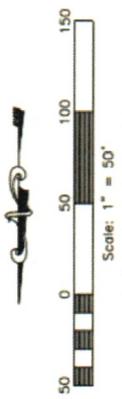
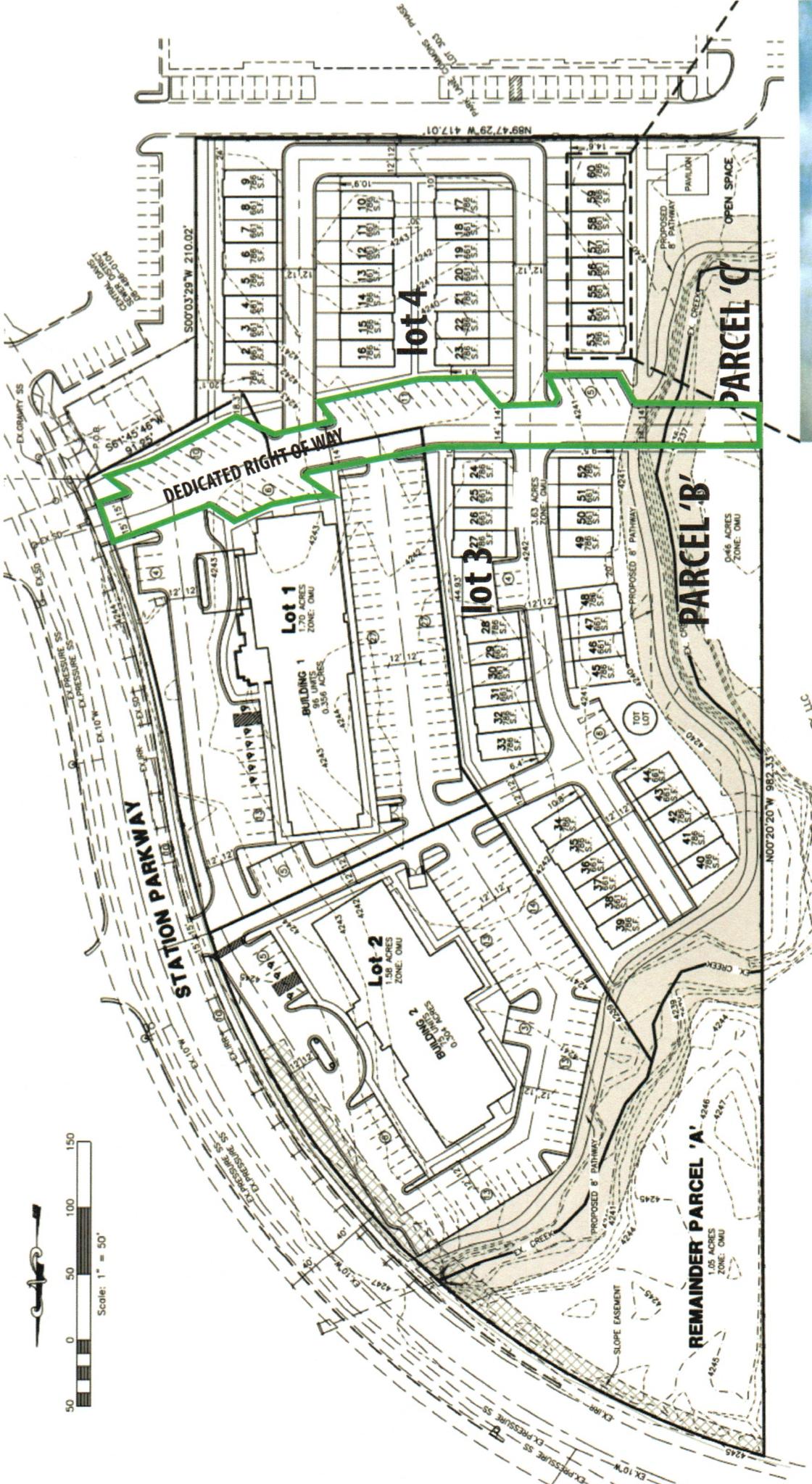


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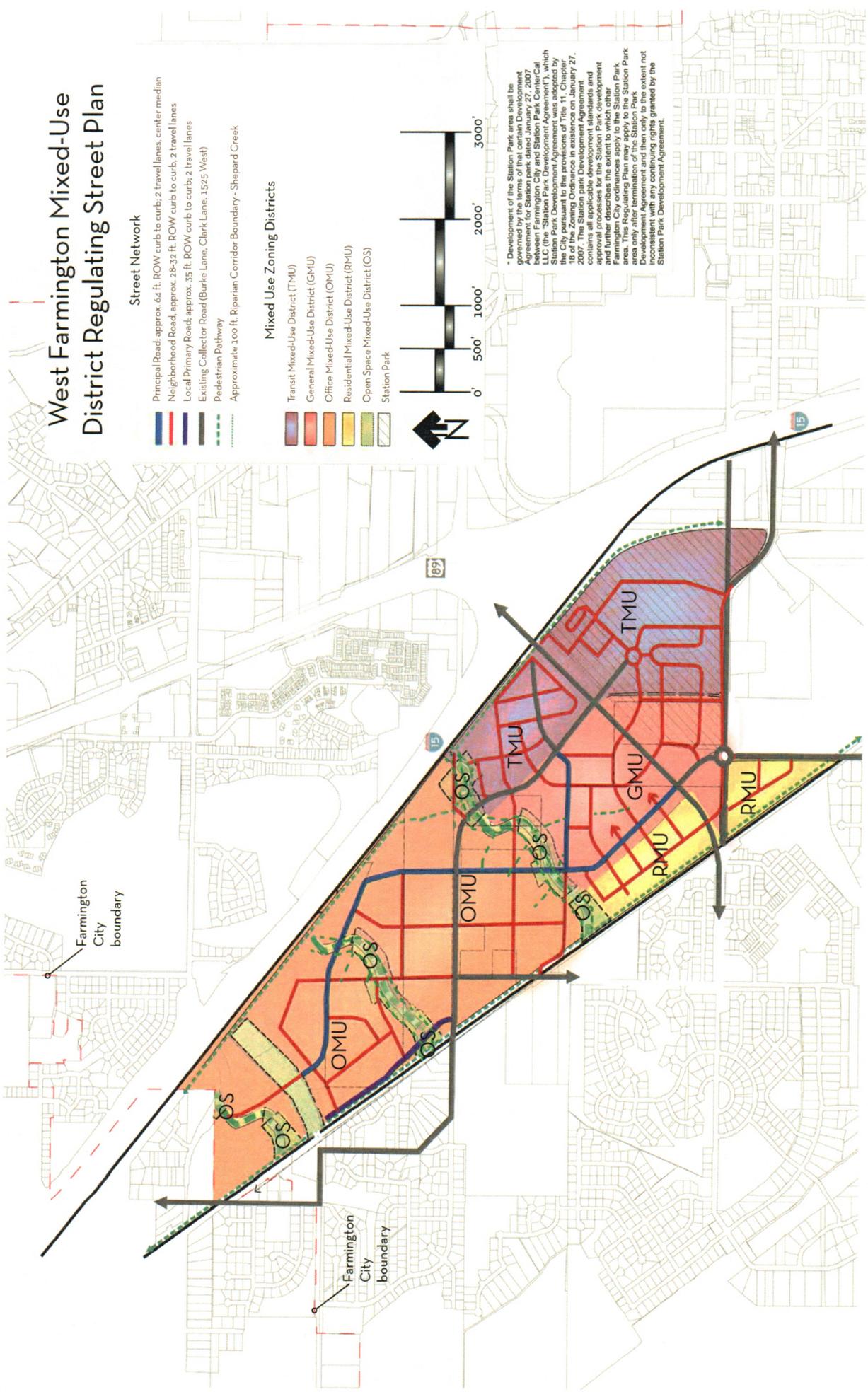
URBAN DESIGN ASSOCIATES

ILLUSTRATIVE PLAN

1 DECEMBER 2016
NORTH STATION MASTER PLAN | FARMINGTON, UTAH



West Farmington Mixed-Use District Regulating Street Plan

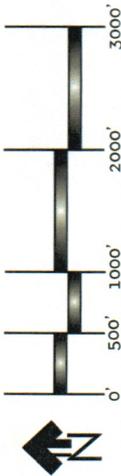


Street Network

- Principal Road; approx. 64 ft. ROW curb to curb; 2 travel lanes, center median
- Neighborhood Road; approx. 28-32 ft. ROW curb to curb; 2 travel lanes
- Local Primary Road; approx. 35 ft. ROW curb to curb; 2 travel lanes
- Existing Collector Road (Burke Lane, Clark Lane, 1525 West)
- Pedestrian Pathway
- Approximately 100 ft. Riparian Corridor Boundary - Shepard Creek

Mixed Use Zoning Districts

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



* Development of the Station Park area shall be governed by the terms of that certain Development Agreement entered into between Farmington City and Station Park CenterCall LLC (the "Station Park Development Agreement"), which the City pursuant to the provisions of Title 11, Chapter 27, 2007. The Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other zoning districts may apply to the Station Park area. This Regulating Plan may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not in conflict with any continuing rights granted by the Station Park Development Agreement.

CITY COUNCIL AGENDA

For Council Meeting:
December 17, 2019

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from December 3, 2019
2. Memo of Understanding with Davis County
3. Improvements Agreement with Brookside Hollow, LLC
4. Improvements Agreement with Elite Craft Homes, LLC
5. North Cottonwood Creek Final PUD Master Plan – 368 W State
6. Farmington Crossing Condominium – 991 W Shepard Lane
7. Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings

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

FARMINGTON CITY – CITY COUNCIL MINUTES

DECEMBER 3, 2019

WORK SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Doug Anderson, Alex Leeman, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Finance Director Greg Davis; Economic Development Director Brigham Mellor; City Planner Meagan Booth; City Attorney Todd Godfrey; Farmington City Parks and Recreation Director Neil Miller; Recreation Coordinator Supervisor/Pool Manager Sylvia Clark; Police Chief Wayne Hansen; Fire Chief Guido Smith; City Councilmembers-elect Scott Isaacson and Shawn Beus; and Recording Secretary Deanne Chaston.

FARMINGTON POOL

City Parks and Recreation Director **Neil Miller** and Recreation Coordinator Supervisor/Pool Manager **Sylvia Clark** discussed the Farmington Pool discontinuing open swim hours after school as well as changing the time the pool is open from 7 to 10 p.m. to 6 to 9 p.m. instead. **Miller** said he has talked to Mayor **Talbot** and City Manager **Shane Pace** about both of these changes. Closing the pool at 9 p.m. instead of 10 p.m. will enable employees to return home earlier so they can be ready for school the next morning. Mayor **Talbot** said the city should look out for the safety of employees, and he likes that employees will be leaving work earlier. Swim parties regularly book through Labor Day. Of 82 available dates for booking, 77 of those were booked in 2019. A majority of those not booked were due to inclement weather. Each summer the average number of people coming to swim at the pool is between 600 and 1,000. It is important to set the pool hours now, as staff will begin taking reservations January 6, 2020.

EAST BRENTWOOD ESTATES PLAT AMENDMENT

Mayor **Talbot** said that since the City Council had discussed this item three or four times in the past, he felt it was time to get the City Attorney involved during a staff meeting earlier that morning. City Attorney **Todd Godfrey** said he understands that City Councilmembers are concerned and uncomfortable with reports from neighbors that they had understood the parcel in question would remain as open space above their lots. He also understood that Councilmembers wanted to know if it was appropriate to restrict the building pad on the plat or height of any structures built in the future. He said that to put restrictions on the plat at this point would mean that Councilmembers are walking into an area that he preferred they didn't walk into. He prefers that the City only apply restrictions that are already in their ordinances. **Godfrey** said that applying restrictions that go beyond city ordinances is sticking their chin out too much, and that imposing greater restrictions than City ordinances puts them in an area that is legally suspect. He would approve of restrictions beyond ordinances if they could be tied to public health and safety reasons, but those reasons do not apply to this one lot. He warned that they were in a precarious situation. He said to apply restrictions beyond City ordinances is not recommended.

Mayor **Talbot** said that in every situation lately when the City Council has been considering this agenda item, that staff had always recommended approval of the plat amendment. He also noted that approving the amendment would lead to benefits to the City with a curb, gutter, sidewalk and increased tax revenue on that parcel. Therefore, he feels comfortable putting faith in City staff and following their recommendations. **Pace** said that staff had recommended approval since the owner had always intended to develop that lot, and the owner has personal property rights that must be considered. He said citizens below this parcel have a just cause for concern, but that is against a third party, not the City.

While Councilwoman **Rebecca Wayment** said she doesn't have any real concerns with the parcel being developed, she wonders how many other subdivisions in the city are out there in a similar situation, where owners could come back to the city and ask to amend a parcel to make way for a buildable lot. **Godfrey** said this parcel is far different from others in the city. While there are probably some others out there, that would be the exception, not the rule.

Councilman **Alex Leeman** said the only heartburn he has is with the legal standard under the code being wishy-washy. While he understands the Council must identify good cause for denying or approving the plat amendment, he is uncertain to whom that good cause must be applied to. He said he can find good cause from the standpoint of the City and the landowner, but he is having a hard time determining good cause from the neighbors' standpoint. Since the City is required to give notice to adjacent land owners, **Leeman** said it is hard to not consider them.

Godfrey said while the City is always obligated to notify the public that notification does not vest the public under the law with any legal right other than to be heard. The public expects the City Council to follow ordinances, but that doesn't ripen into a right. He said the good cause requirement should be applied to the property owner, in his opinion. He said approving plat amendments under the old standard was dramatically different. With the standard change, they haven't made it easy to deny a plat amendment, and it is an intentional change. He said this decision is closely bound as an administrative approval, not a legislative one, and the City is in a precarious circumstance if they say no. In his 25 years of land use work, **Godfrey** said he has defended about five denials on plat amendment questions, and these arguments just don't work. Even with the old standard that neither the public nor any person will be materially harmed, he never won in his defense of a denial.

Community Development Director **Dave Petersen** said the Welling family owns enough property to get two lots, but they are only asking for one lot. Councilman **Brett Anderson** said the Council didn't like the way Ivory treated the neighbors. **Godfrey** said while that treatment is awful and puts the Council in a horrible place, it doesn't have legal or administrative relevance. **Pace** said that the neighbors know there has been an improved lot approved to the north of them that also overlooks their properties, although it has not yet been built on.

TERESA ESTATES SUBDIVISION SCHEMATIC PLAN, 753 GLOVERS LANE

Petersen said that although the applicant had withdrawn their application, he wanted to inform the City Council about this project. The applicant pulled their application because they didn't

have enough money to do 120 to 130 feet of sidewalk, curb, gutter and asphalt. This lot with an existing home was annexed into the City in 1993, at which time the landowner retained pasture land for themselves and considered the possibility of developing it. However, when they were informed that they may have to pay for and install curb and gutter, they backed away from immediate development. The building lot is already improved along the front and one side, but not the remaining side. **Petersen** said staff is not recommending to put sidewalk in front, as the City previously received a grant for sidewalks on 650 West. However, that grant money didn't stretch far enough to do the sidewalk in that area. Also, since the Utah Transit Authority (UTA) has plans for tracks and Utah Department of Transportation (UDOT) has plans for the West Davis Corridor and a trail head in that area, the City isn't sure if that could mean future infrastructure installment. Also, the City would like to match what UDOT does. While UDOT will not take the ground, the Planning Commission felt it was not right to ask for this subdivider to pay for improvements there.

CLOSED SESSION

Motion:

Leeman made the motion to go into a closed meeting for the purpose of character and competency of an individual, and personnel actions. Councilman **Doug Anderson** seconded the motion, which was unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

Motion:

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

REGULAR SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Doug Anderson, Alex Leeman, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Finance Director Greg Davis; Economic Development Director Brigham Mellor; City Planner Meagan Booth; City Attorney Todd Godfrey; Farmington City Parks and Recreation Director Neil Miller; Police Chief Wayne Hansen; Fire Chief Guido Smith; City Councilmembers-elect Scott Isaacson, Shawn Beus, and Amy Shumway; and Recording Secretary Deanne Chaston.

CALL TO ORDER:

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

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

City Manager **Shane Pace** offered the invocation, and the Pledge of Allegiance was led by Boy Scout **Weston Henry**.

PRESENTATIONS:

Police Chief **Wayne Hansen** and Fire Chief **Guido Smith** recognized **Sean Dehghani** of Santorini's Greek Grill in Farmington Station for offering to forward all \$3,300 in sales made at his restaurant one day about a month ago to the City's Police and Fire departments. Mayor **Talbot** said he appreciates **Dehghani** going out of his way to help others. **Hansen** and **Smith** presented **Dehghani** with two plaques recognizing the community-business partnership.

PUBLIC HEARINGS:

Hunter's Cove Schematic Plan and Rezone – 1605 South 200 East

City Planner **Meagan Booth** presented the rezone of 1.65 acres of property located at 1605 South 200 East from Agriculture (A) to Large Residential (LR), as well as the schematic plan. Property owners **Phillip and Natalie Hunter** are requesting the rezone and schematic plan for the three-lot subdivision. The existing A zone is a "remnant designation" and rezoning it LR would make it consistent with past city practices for similarly situated properties near State Route 106. As the property currently contains two zones, the applicant would like to consolidate it into one. The minimum lot size required in the LR zone is 20,000 square feet. The lot sizes are Lot 101 (30,725), Lot 102 (23,032) and Lot 103 (20,584) respectively. Two of the lots in the proposed development will be accessed from the Farmington Foothill Subdivision. The City Council approved the schematic plan for the Farmington Foothills Subdivision on September 3, 2019. The Planning Commission recommended the City Council approve the Rezone and Schematic Plan for the Hunters Cove Subdivision on November 7, 2019. The Farmington Foothills Subdivision and the Hunter's Cove Subdivision plan to combine for Final Plat, hence the requirement of Condition 3, which includes that the applicant must meet the conditions of the schematic plan and preliminary plat approval set forth for the Farmington Foothills application.

Mayor **Talbot** opened the Public Hearing regarding the rezone and schematic plan. Nobody signed up to address the Council on these issues. Mayor **Talbot** closed the Public Hearing.

Councilwoman **Wayment** asked how the lots would be accessed. **Booth** said the existing home would continue to be accessed as it is now, and that there is no plan to tear down the historic home.

Motion:

Doug Anderson moved that the City Council approve the ordinance rezoning 1.65 acres of property located at 1605 South 200 East from A (Agriculture) to LR (Large Residential), including the Findings for Approval 1 and 2. **Leeman** seconded the motion, which passed unanimously.

Doug Anderson moved that the City Council approve the Schematic Plan for Hunter's Cove Subdivision subject to all applicable Farmington City development standards and ordinances including Conditions 1-3 and Findings for Approval 1 and 2 as stated in the staff report. **Leeman** seconded the motion, which passed unanimously.

Hughes Farm Plat Amendment – 1012 Water Turn Drive

Petersen presented this agenda item, which is an adjustment of a common boundary line between Lots 14 and 15 of the Hughes Farm Subdivision plat. The petitioners proposed that the existing Lot 14 will decrease in size from 19,429 square feet to 18,569, and Lot 15 will increase in size from 24,521 square feet to 25,386 square feet. Landowner **Parker Allen** submitted a narrative for the City Council to consider. City Staff has asked that the two lots in question be re-labeled as lots 201 and 202 and that conservation easement, fault line, and public utility easements be included. All notes on the original must be transferred and displayed on the new map. Staff recommends approval, and staff needs to review the new plat for housekeeping items, items 1-6.

Mayor **Talbot** opened the Public Hearing. Nobody signed up to address the Council on the issue. Mayor **Talbot** closed the Public Hearing.

Motion:

Leeman moved to approve the proposed plat amendment to the Hughes Farm Subdivision Plat as requested and illustrated in the Hughes Farm 1st Amendment including the amendment the applicant submitted today, subject to all applicable Farmington City standards and ordinances and including Conditions 1-6 and Findings for Approval 1 and 2, as stated in the staff report. He also made a slight modification to the findings to include that those findings constitute good cause under the statute for the plat amendment. **Doug Anderson** seconded the motion, which passed unanimously.

Teresa Estates Subdivision Schematic Plan – 753 Glovers Lane

Mayor **Talbot** asked that the record show that the applicant withdrew their application, for reasons discussed earlier in the work session. He noted that the applicant can resubmit their application in the future when they feel ready to.

OLD BUSINESS:

Plat Amendment for East Brentwood Estates Subdivision

Mayor **Talbot** noted that a public hearing on this item was held at an earlier meeting. The Council postponed a vote to this meeting so that more Councilmembers could be present for the vote. **Petersen** presented one addition piece of information, which was a red line of the building envelope on the plat. **Russell Wilson**, Land Acquisition and Development Manager at Symphony Homes, 111 S. Frontage Road, Centerville, Utah, said that the southeast building envelope excludes fault lines and slopes that are 30 percent or greater. He prefers not to agree to restrictions such as if a house on the parcel can be a rambler or two-story home, although he assumes it would be more conducive to a rambler home.

Doug Anderson said it took him a long time to decide how to vote on this issue because of the conflict with the stories the Council has been hearing. He wanted to put it on the record that the City Council had fought hard for the residents in the area, so much so that the Council found it necessary to consult the City Attorney for due diligence for both the City and the neighbors.

Brett Anderson said that many times the City ordinances don't let Councilmembers do things their hearts want. Unfortunately, in this case, what their hearts want isn't legally relevant, and City statues don't let them consider their hearts. They have found themselves with not a lot of leeway. He would like to send a message that they were fighting for the neighbors. However, this developer has property rights that must be considered as well. The City Council has been wrestling with this decision.

Leeman said that he has been on the Council for five years, and this issue is one of the top three in terms of applications that he has wrestled with because of the injustice that he feels has happened. At the end of the day, the Council has to follow the law and ordinances that govern their decisions. Following these carefully has driven his vote in this matter. **Leeman** said he gives credit to the City staff sticking to their guns for the right outcome instead of taking the easy way out.

Wayment said this decision has been very tough, and she appreciates that each Councilmember has had different points of view and thoughts on this decision. That is the beauty of having different people on the Council.

Motion:

Leeman moved that the City Council approve the request to amend the East Brentwood Estates Subdivision plat to re-designate Parcel B as a building lot and include it as part of the proposed Farmington Overlook Subdivision. The plat amendment shall only become effective if the Farmington Overlook Subdivision is approved by the City and recorded at the office of the Davis

County Recorder. The motion also incorporates Findings for Approval 1-4 as noted in the staff report, adding two more. The fifth is that the development of the lot will be beneficial to the City because it will provide for curb, gutter, and sidewalk amenities on the west side of Compton Road. Sixth, the proposed amended plat will be beneficial to the property owner and respective of their property rights. For those reasons, the Council finds good cause for the plat amendment.

Wayment seconded the motion, which was unanimously approved. **Brett Anderson** noted that he voted for approval with misgivings.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

Motion:

Wayment moved to approve the Summary Action list item number one as noted in the staff report, approval of minutes from November 12, 2019. **Leeman** seconded the motion, which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager Report

Pace presented the Monthly Fire Activity Report for October. He appreciates the effort the Fire Departments puts into the report.

Pace mentioned that the residents of Brentwood Subdivision are interested in sodding the detention pond created on the southwest corner of the subdivision. The deep detention pond that is almost half an acre in size was originally designed to stay as natural grasses while collecting the water off the roads. Farmington City Parks and Recreation Director **Neil Miller** looked at the cost of putting in a sprinkler system, sodding, and maintaining that area and concluded it would be \$25,000. Mayor **Talbot** said the biggest issue is the ongoing maintenance. It is a nice request, but it is currently functioning as it was designed, as it was not designated as a park. He said that **Miller** indicated mowing the grass would be dangerous on the steep sides.

Pace said the yearly maintenance cost would be about \$2,000, but that it has steep sides so mowing would be very difficult. It was never intended to be a park in the beginning, but the neighbors personally wondered if the City would be willing to do it at this point. **Pace** said if the neighbors wanted the detention pond to have grass, they should pay to install and maintain it. He said a lot of cities have large detention ponds that also function as parks, but those are usually wide and visible. This one is deep and not very visible. In the event of a sudden storm, the City doesn't want the liability of people being hurt, especially by the substantial drain suction that can happen. **Pace** said he would be uncomfortable if the detention pond were turned into a park.

Leeman said there are a lot of weed lots that have been left around town that would be nice to clean up through an Eagle Scout project or other community service project. **Wayment** said that once the area to the south is developed, the detention pond will only be visible to the neighboring lots. **Doug Anderson** and Mayor **Talbot** both said it would be best to leave the detention pond as it currently is.

Pace suggested that he would like City staff and Councilmembers to take a trip to Denver, Colorado, to tour business parks, in order to help envision Farmington's better. He said it could be done in one day, with a morning flight out, and an evening flight back to Utah. He would like to discuss potential dates at the beginning of 2020.

Mayor Talbot and City Council Reports

Doug Anderson asked for an update on if the City can donate to the Frodsham December 21 Day of Giving. **Pace** said he checked with the County, who is not willing to reduce the lease rate for the event. He said he didn't think the City could donate this year, and the City lately has been getting a lot of similar requests coming in. He would like to discuss criteria to follow when deciding what the City will donate to in the future. A retreat with the new City Councilmembers may be a good atmosphere to discuss this, **Pace** said. **Doug Anderson** encouraged the City Councilmembers and City staff members to attend the event.

Wayment thanked the City for installing an electric vehicle charging station, but said it has not been working. **Pace** said he thought it was working because a Public Works employee regularly uses it. **Wayment** said if it becomes well used in the future, the City may want to consider charging a fee for its use similar to how Farmington Station does.

Mayor **Talbot** reminded the City Councilmembers of their Christmas party at his house on December 14 from 6 to 11 p.m. with a white elephant gift. He also mentioned the December 19 City employee Christmas party.

Talbot previewed the December 17 Council meeting, which will include an appreciation open house from 6 to 7 p.m. for outgoing Councilmembers **Doug Anderson, Alex Leeman and Cory Ritz**, along with their families. The regular meeting will be held at 7 p.m., with an audit review presented by Mike Ulrich at 7:30 p.m., a public hearing on the Cook property in the business park, an approval of minutes, and a review of the meeting schedule for the 2020 year. The three outgoing Councilmembers will need to be at the January 7, 2020, meeting to officially open the meeting before inviting the new City Councilmembers to take their positions.

ADJOURNMENT

Motion:

Doug Anderson made a motion to adjourn the meeting. **Leeman** seconded the motion, which was unanimously approved.

Holly Gadd, Recorder

Memorandum of Understanding

Between

Davis and Farmington City

This Memorandum of Understanding (“MOU”) is entered into by and between Davis County (“County”) and Farmington City (“City”). County and City are sometimes jointly referred to hereinafter as the “parties.” The purpose of this MOU is memorialize and clarify the scope of the expansion at the Davis County Correctional Facility (“Correctional Facility”) to include the construction of a medical unit.

WHEREAS, the parties previously entered into that certain interlocal agreement for the expansion of the Davis County Correctional Facility dated April 24, 2002 (“2002 Agreement”); and

WHEREAS, County has asserted a critical need to add a medical unit with additional medical observation cells to provide necessary basic medical care to individuals in the Correctional Facility that have addiction, mental illness, and related medical issues; and

WHEREAS, County submitted an application for a Conditional Use Permit (C-15-19) to City on or about September 3, 2019 to expand the Correctional Facility to include a medical unit that would include no more than 26 medical observation cells in accordance with applicable City code provisions; and

WHEREAS, the Farmington City Planning Commission approved County’s application C-15-19 for the Davis County Medical Unit expansion on September 19, 2019.

WHEREAS, the parties hereto are desirous to further define their relationship in this agreement;

IT IS THEREFORE AGREED UPON AS FOLLOWS:

1. The parties acknowledge and hereby agree that the application for a Conditional Use Permit submitted by County has been approved by City in accordance with relevant City ordinance(s), and is limited in scope as set forth in application C-15-19 and the approved Conditional Use Permit.

2. Notably, the parties acknowledge and hereby agree that the Conditional Use Permit approved by City permits County to construct the medical unit to better provide medical services to individuals entering the Correctional Facility with addiction, mental illness, and other related medical issues, but does not alter or modify the 2002 Agreement with regards to the operational capacity of the Correctional Facility. Specifically, the parties acknowledge and agree

that the Conditional Use Permit does not provide for an increase to the operational capacity of the Correctional Facility nor does it provide for an increase to the number of inmate beds in the Correctional Facility.

3. Additionally, County agrees to comply with the conditions and requirements contained in the Conditional Use Permit and with all applicable ordinances and development standards set forth in the Farmington City Municipal Code and the Final Amended Site Plan as approved by the Farmington City Planning Commission.

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

In witness whereof, each party to this agreement has caused it to be executed on the date indicated below.

DAVIS COUNTY

Randy B. Elliott, Chair
Davis County Commission

Date

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

Date

FARMINGTON CITY

Jim Talbot, Mayor
Farmington City

Date

ATTEST:

Farmington City Recorder

Date



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

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning Department

Date: January 7, 2020

SUBJECT: **BROOKSIDES HOLLOW PUD IMPROVEMENTS AGREEMENT (CASH FORM)**

RECOMMENDATION:

Approve the Farmington City Improvements Agreement (Cash Form) between Brookside Hollow, LLC and Zions Bank Corporation, N.A. dba Zions First National Bank for the above listed development.

BACKGROUND

The bond estimate for the Brookside Hollow PUD is \$109,589.42, which includes a 10% warranty bond. Brookside Hollow, LLC has submitted Cash Form Improvements Agreement with Zions Bank Corporation, N.A. dba Zions First National Bank to administer a cash form account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, all the bond except the warranty amount will be released. After a warranty period of 12 months, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Shannon Hansell
Planning Department

Review and Concur,

Shane Pace
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between BROOKSIDES HOLLOW LLC (hereinafter "Developer"), whose address is 215 N. REDWOOD RD. SUITE #8, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as BROOKESIDE HOLLOW P.O.D located at approximately 150 WEST FRONTAGE RD, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 109,589.42.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 109,589.42 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

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

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

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

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

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 18 day of NOVEMBER, 2019

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

BROOKSIDE HOLLOW, LLC

By: JDRooms

Its: Manager

DEVELOPERS ACKNOWLEDGEMENT

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

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

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

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Partnership)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 18 day of November, 2019, personally appeared before me Lynn G Robbins who being by me duly sworn did say that he or she is the Manager of Brookside Hollows LLC a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Heather Marchant
NOTARY PUBLIC
Residing in Davis County, Utah.





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

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning Department

Date: January 7, 2020

SUBJECT: **CREEKSIDE MANOR IMPROVEMENTS AGREEMENT (CASH FORM)**

RECOMMENDATION:

Approve the Farmington City Improvements Agreement (Cash Form) between Elite Craft Homes, LLC and Zions Bank Corporation, N.A. dba Zions First National Bank for the above listed development.

BACKGROUND

The bond estimate for the Creekside Manor Subdivision is \$189,277.80, which includes a 10% warranty bond. Elite Craft Homes, LLC has submitted Cash Form Improvements Agreement with Zions Bank Corporation, N.A. dba Zions First National Bank to administer a cash form account for this project in the same amount.

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

Respectfully Submitted,

Shannon Hansell
Planning Department

Review and Concur,

Shane Pace
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between Elite Craft Homes LLC (hereinafter "Developer"), whose address is PO Box 980 Farmington Utah 84025, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Creekside Manor Subdivision, located at approximately 950 west 500 South, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 189,277.80.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within _____ months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 189,277.80 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

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

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

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

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

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 10th day of December, 2019

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

ELITE CRAFT HOMES LLC

By: _____

Its: Managing Member

(Complete if Developer is a Partnership)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

On this 6 day of December, 2019, personally appeared before me Jerry Preston who being by me duly sworn did say that he or she is the Managing Member of Elite Craft Homes, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Mechelle Roundy
NOTARY PUBLIC
Residing in Davis County, Utah.



Creekside Subdivision
Bond Estimate
12-5-19

"Exhibit"

Storm Drain									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Connect to Existing	0	EA	\$ 2,500.00	\$ -		0	0	#DIV/0!	
15" RCP Pipe (Includes Bedding and Fill)	0	LF	\$ 38.00	\$ -		0	0	#DIV/0!	
Catch Basin Curb Inlet	1.5	EA	\$ 2,500.00	\$ 3,750.00		0	0	0	
Inlet and Outlet Box for Detention Basin	1	EA	\$ 6,000.00	\$ 6,000.00		0	0	0	
Combo Box	2	EA	\$ 4,700.00	\$ 9,400.00		0	0	0	
4' Manhole SD	0.1	EA	\$ 4,700.00	\$ 470.00		0	0	0	
Orifice Plate Control Box	0	EA	\$ 4,000.00	\$ -		0	0	#DIV/0!	
Yard Drain Inlet Box	7	EA	\$ 1,500.00	\$ 10,500.00		0	0	0	
Flared End Section	1	LS	\$ 1,500.00	\$ 1,500.00		0	0	0	
8" HDPE N 12 (Included Bedding and Fill)	0	LF	\$ 18.00	\$ -		0	0	#DIV/0!	
Spillway	1	LS	\$ 3,000.00	\$ 3,000.00		0	0	0	
SWPPP	1	LS	\$ 2,500.00	\$ 2,500.00		0	0	0	
Detention Basin	0	LS	\$ 8,000.00	\$ -		0	0	#DIV/0!	
Subtotal				\$ 37,120.00					
10% Warranty Bond				\$ 10,111.00					
Total				\$ 47,231.00					

Sanitary Sewer									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Sewer Lateral	0	EA	\$ 1,500.00	\$ -		0	0	#DIV/0!	
Connect to Existing	0	EA	\$ 2,500.00	\$ -		0	0	#DIV/0!	
Sewer Manhole 4'	0.15	EA	\$ 3,100.00	\$ 465.00		0	0	0	
Sewer Manhole 5'	0.15	EA	\$ 3,400.00	\$ 510.00		0	0	0	
8" SDR-35 PVC Pipe	0	LF	\$ 34.00	\$ -		0	0	#DIV/0!	
Subtotal				\$ 975.00					
10% Warranty Bond				\$ 3,807.00					
Total				\$ 4,782.00					

Culinary Water									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Connect to Existing	0	EA	\$ 4,000.00	\$ -		0	0	#DIV/0!	
8" PVC C-900 DR 14 Culinary Water	0	LF	\$ 35.00	\$ -		0	0	#DIV/0!	
8" Gate Valve	0.2	EA	\$ 2,100.00	\$ 420.00		0	0	0	
8" Fittings	0	EA	\$ 600.00	\$ -		0	0	#DIV/0!	
6" Gate Valve	0.2	EA	\$ 2,000.00	\$ 400.00		0	0	0	
Water Lateral	7	EA	\$ 1,500.00	\$ 10,500.00		0	0	0	
Fire Hydrant	0.1	EA	\$ 4,700.00	\$ 470.00		0	0	0	
Subtotal				\$ 11,790.00					
10% Warranty Bond				\$ 4,695.00					
Total				\$ 16,485.00					

Road Improvements									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Clear and Grub	0	LS	\$ 6,000.00	\$ -		0	0	#DIV/0!	
Rough Grade	0	LS	\$ 12,000.00	\$ -		0	0	#DIV/0!	
Sawcut Asphalt	265	LF	\$ 4.00	\$ 1,060.00		0	0	0	
Curb and Gutter w/ Base	1170	LF	\$ 20.00	\$ 23,400.00		0	0	0	
Sidewalk w/ Base	4200	SF	\$ 5.50	\$ 23,100.00		0	0	0	
ADA Ramp	2	EA	\$ 1,000.00	\$ 2,000.00		0	0	0	
12" Road Base	15280	SF	\$ 1.60	\$ 24,448.00		0	0	0	
3" Asphalt Road	13720	SF	\$ 2.10	\$ 28,812.00		0	0	0	
4" Asphalt Road	1560	SF	\$ 2.80	\$ 4,368.00		0	0	0	
Subtotal				\$ 107,188.00					
10% Warranty Bond				\$ 13,591.80					
Total				\$ 120,779.80					

Total Bond				\$ 189,277.80					
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Cash Deposits				
Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	15280	SF	\$ 0.20	\$ 3,056.00
Street Signs	1	EA	\$ 300.00	\$ 300.00
Street Lights	1	EA	\$ 3,200.00	\$ 3,200.00



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

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Shannon Hansell, Planning and GIS Specialist
Date: December 17, 2019
SUBJECT: **North Cottonwood Creek Final PUD Master Plan (S-27-18)**

RECOMMENDATION:

Move that the Planning Commission approve the final plat for the North Cottonwood PUD, and recommend final PUD Master Plan approval, subject to all applicable Farmington City Development Standards and Ordinances, and with the following conditions.

That the applicant must:

- a) Follow street tree standards detailed in Chapter 42 of the Zoning Ordinance – Urban Forestry
- b) Provide plans acceptable to City staff for Historic Preservation of Clark Home
- c) Meet all design standards in the Original Townsite Residential (OTR) zone.
- d) Address all remaining DRC comments.
- e) Meet all conditions of Preliminary PUD Master Plan and Preliminary Plat approval.

AND

The City must determine maintenance responsibilities for Parcel A

Findings for Approval:

1. If owners of land east of the project choose to develop their properties, 75 North Street will be extended accordingly. In the event this occurs, it is likely that this street will connect to another ROW, to comply with city street requirements and will no longer dead-end, but become a well-used route for pedestrians as an alternate to State Street. The addition of desired sidewalks in the Final PUD Master Plan is consistent with this finding.
2. The approval meets the goals and purposes of the General Plan and Zoning Ordinance.

BACKGROUND

The property owners and developers wish to develop 4.95 acres of property in the OTR zone. This property, located at approximately 310 and 368 W State Street, would be a 14 lot PUD, with one parcel. This site is located in close proximity to Lagoon Amusement Park, a note was added to the Master Plan. The developer plans on renovating the historic Clark Home in lieu of open space requirements. In addition to extending 75 North Street, the applicant agreed to create sidewalks along that extension. A Tree Preservation Plan and Flood Control Permit are in process to account for Farmington Creek, which runs through the northern section of the plat.

The Planning Commission, on December 12, 2019, recommended that the City Council approve the subdivision request subject to the conditions set forth in the recommended motion.

Supplemental Information

1. Vicinity Map
2. Final PUD Master Plan

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 27 – Planned Unit Developments (PUD)
4. Title 11, Chapter 17 – Original Townsite Residential Zone (OTR)
5. Title 11, Chapter 42 – Urban Forestry

Respectfully Submitted

Concur

Shannon Hansell
Planning and GIS Specialist

Shane Pace
City Manager

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Respectfully Submitted

Shannon Hansell
Planning and GIS Specialist

Concur

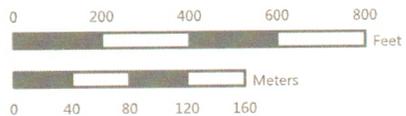


Shane Pace
City Manager



VICINITY MAP

1-10-2019 ITEM 3



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

NORTH COTTONWOOD CREEK

Final PUD Master Plan

FARMINGTON CITY, DAVIS COUNTY, UTAH
NOVEMBER, 2019



1580 SOUTH 200 WEST, SUITE 100, FARMINGTON, UTAH 84403
TEL: (801) 875-1100 FAX: (801) 875-1101
WWW.RAASSOCIATES.COM

REVISIONS	DATE	DESCRIPTION

Final PUD Master Plan
FARMINGTON CITY, DAVIS COUNTY, UTAH
North Cottonwood Creek

Sheet 1 of 5
SHEETS

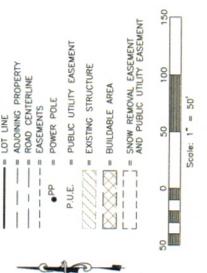
Project Info.
Engineer: RA & ASSOCIATES, INC.
Drafted: E. BOGIE
Begin Date: 08-19-19
Name: NORTH COTTONWOOD CREEK
Number: 7091-01

CURVE TABLE

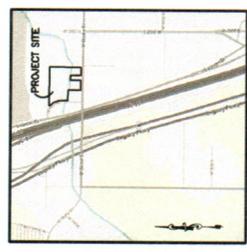
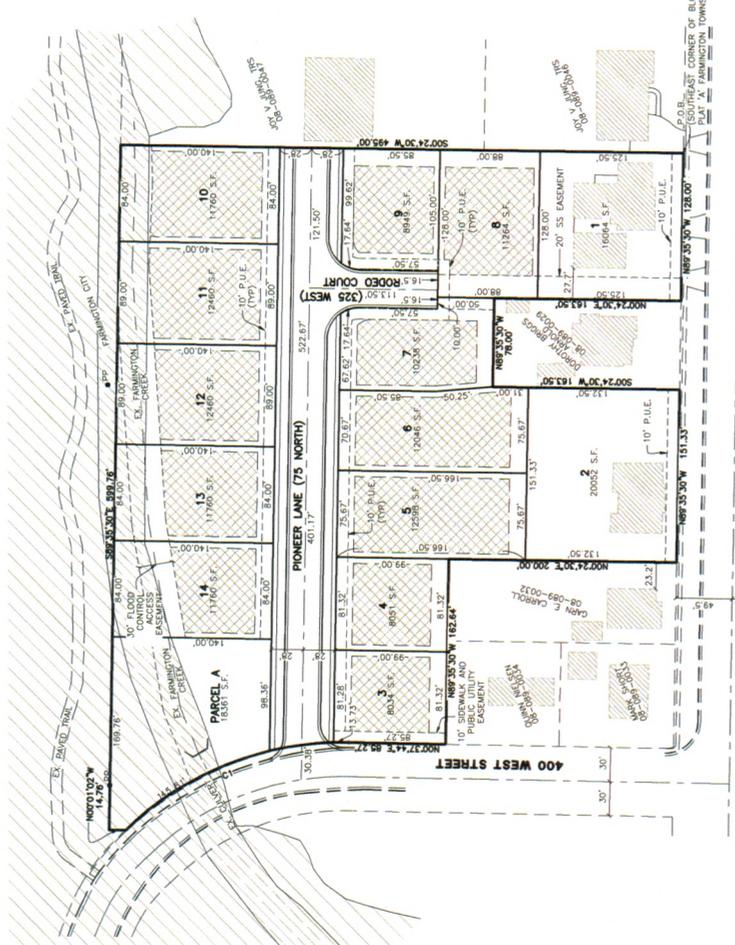
PI RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT	CHORD BEARING	DELTA
11225.00	210.28	210.75	114.08	N47.94.00"W	45.03.39

VARIANCE FOR LOT SETBACKS
BUILDING SET BACKS:
FRONT 15' TO LIVING AREA AND
20' REAR 15'
SIDE 5' & 5' (10' CORNER)

- LEGEND**
- BOUNDARY LINE
 - LOT LINE
 - - - ADJOINING PROPERTY
 - - - ROAD CENTERLINE
 - PP = POWER POLE
 - ▨ = PUBLIC UTILITY EASEMENT
 - ▨ = EXISTING STRUCTURE
 - ▨ = BUILDABLE AREA
 - ▨ = SNOW REMOVAL EASEMENT
 - ▨ = AND PUBLIC UTILITY EASEMENT



- NOTES**
- CULINARY WATER WILL CONNECT TO THE EXISTING WATER LINE IN 400 NORTH, SOUTH DOWN ROYCE COURT AND CONNECT TO THE EXISTING SEWER LINE DRAINAGE CHANNELED INTO THE EXISTING DRAINAGE CHANNELED UNDEVELOPED GROUND.
 - EXISTING TREES AND UNDEVELOPED GROUND.
 - THIS PROJECT IS WITHIN CLOSE PROXIMITY TO AN EXISTING AMUSEMENT PARK. LOT OWNERS SHOULD BE AWARE OF THE LOCATION OF THE AMUSEMENT PARK AND THE 20' SEWER EASEMENT WILL BE OWNED AND MAINTAINED BY INDIVIDUAL LOT OWNERS.
 - AFFECTS ON THE LOTS IN THIS PROJECT ASSOCIATED WITH THIS PROJECT WILL BE OWNED AND MAINTAINED BY INDIVIDUAL LOT OWNERS.
 - FARMINGTON CITY AND MAINTAINED BY HOA.
 - AND MAIN STREET. ELEVATION 4286.55 (NAOD89).



SITE INFORMATION

PARCEL # 08-0894-0066 AND 08-0893-0060
PLAT 75, FARMINGTON TOWNSHIP, RUNNING THENCE
N00°01'02"W 15.78' TO THE POINT OF BEGINNING
FARMINGTON CITY, DAVIS COUNTY, UTAH

TOTAL AREA OF EXISTING HOMES: 12
TOTAL PARCEL AREA: 5.01 AC.
CURRENT ZONE OTHER THAN USED FOR DEVELOPMENT
GENERAL LAND USE: LUP/PPR
AVERAGE LOT SIZE: 11,984 S.F.
MINIMUM LOT SIZE: 6,034 S.F.

BOUNDARY DESCRIPTION
BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 7, PLAT 75, FARMINGTON TOWNSHIP, RUNNING THENCE
S00°24'30"W 163.50 FEET; THENCE N89°45'30"W 78.00 FEET; THENCE
S00°24'30"W 163.50 FEET; THENCE N89°45'30"W 151.33
FEET; THENCE N89°45'30"W 162.64 FEET; THENCE N00°24'30"W
163.50 FEET; THENCE N89°45'30"W 162.64 FEET; THENCE
N00°24'30"W 163.50 FEET; THENCE N89°45'30"W 162.64
FEET; THENCE N89°45'30"W 162.64 FEET; THENCE
N00°24'30"W 163.50 FEET; THENCE N00°24'30"W 163.50
FEET; THENCE S89°45'30"E 599.76 FEET; THENCE
S00°24'30"W 495.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.816332 SQUARE FEET OR 5.01 ACRES
MORE OR LESS.

FLOOD INFORMATION DATA
FLOOD ZONE DESIGNATION: "X" & "AE" PER FEMA
FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL
NUMBER 480481000000 DATED DATE 10/1/2017.
THE SURVEYOR ASSUMES NO LIABILITY FOR THE
ACCURACY OF THE LOCATION OF THE FLOOD ZONE
DESIGNATION OF THE CITED MAP OR THE LOCATION OF
THE FLOOD ZONE DESIGNATION. THE SURVEYOR'S
STATEMENT DOES NOT REPRESENT THE SURVEYOR'S
OPINION OF THE PROBABILITY OF FLOODING.

ZONE AS BASE FLOOD ELEVATIONS
DETERMINED

FLOODWAY AREAS: AREAS OF A STREAM
FLOODWAY TO THE CHANNEL OF A STREAM
PLUS ANY ADJACENT FLOODPLAIN AREAS THAT
ARE SUBJECT TO FLOODING. THE ANNUAL CHANCE FLOOD CAN
INCREASE IN FLOOD HEIGHTS.

Engineer's Notice To Contractors
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES
SHOWN ON THESE PLANS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE
FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR
OBTAINING AND/OR GRAB OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS
REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE
BEFORE ANY WORK IS PERFORMED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Developer Contact:
RA & ASSOCIATES, INC.
1375 East
South Ogden, UT, 84405
PH: (801) 452-3299

811
Know what's below.
Call before you dig.

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5140 SOUTH 1000 WEST, RIVERDALE, UTAH 84403, AND SHALL NOT BE REPRODUCED, RE-COPIED, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. BECOMES FULLY LIABLE FOR ANY CHANGES OR IMPROVEMENTS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



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

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Meagan Booth, City Planner

Date: December 17, 2019

SUBJECT: Farmington Crossing Condominium Plat (S-18-19)

Applicant: Scott Allen/Farmington Commons LLC

RECOMMENDATION:

Move that the City Council approve the Schematic Plan for the Farmington Crossing Condominiums located at 991 West Shepard Lane subject to the following conditions:

1. The property owner shall submit a plan showing which owner (or entity) is responsible for the utility payments.
2. The applicant must address all DRC Comments prior to recording.
 - a. The name of the project must be consistent in all documents including the plat and CC&RS.
 - b. The applicant must fully comply with Chapter 8 Condominium Ownership Act of the Utah State Code.
 - c. The Covenants, Conditions & Restrictions, must be reviewed and approved by the City Attorney after which, recorded with the Davis County Recorder.
 - d. No condominium shall have final approval, or sold, until the plat has been recorded with the Davis County Recorder.
 - e. Any construction or remodeling of the units will require a Building Permit.

Findings for Approval

1. The motion if followed, will resolve any potential utility payment conflicts.
2. The request is consistent with the General Plan.
3. The proposed office use is consistent with the surrounding properties and adjacent neighborhoods.
4. The units already have occupancy from the Building Official.

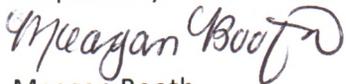
BACKGROUND

Farmington Commons LLC is proposing a six-unit condominium project, located in an existing two-story building. The subject property was built in 2016 and is zoned C (Commercial). The applicant would like to convert the office space into individually owned units sharing common space e.g. parking area, etc.

The building is currently served by one sewer lateral, a single culinary water line and one secondary water connection. It is important to the City to understand who will be responsible for the utility payments related to this project.

Supplemental Information

1. Vicinity Map
2. Condo Plat
3. Photo of Site

Respectfully Submitted

Meagan Booth
City Planner

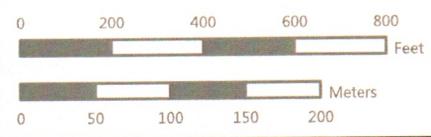
Concur

Shane Pace
City Manager

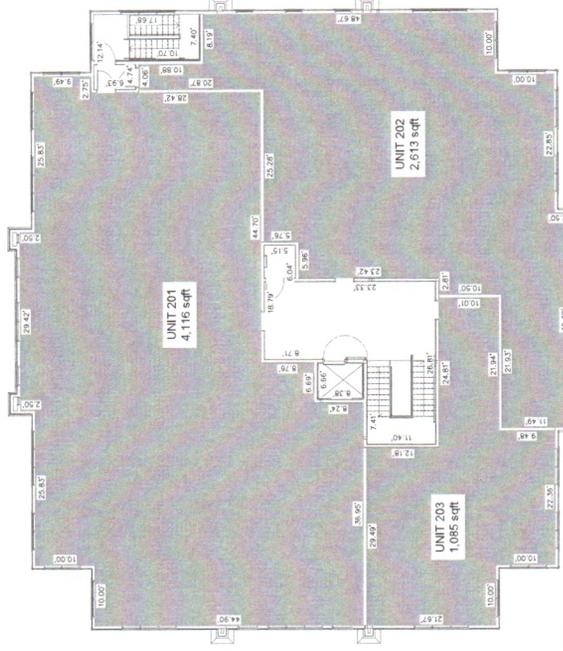


VICINITY MAP

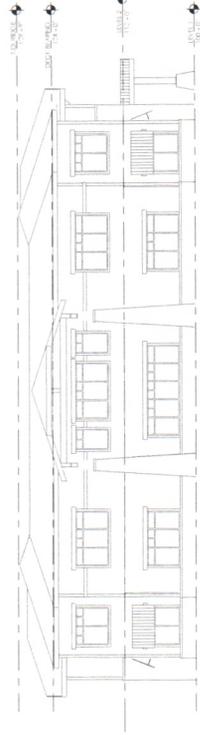
991 Shepard Lane



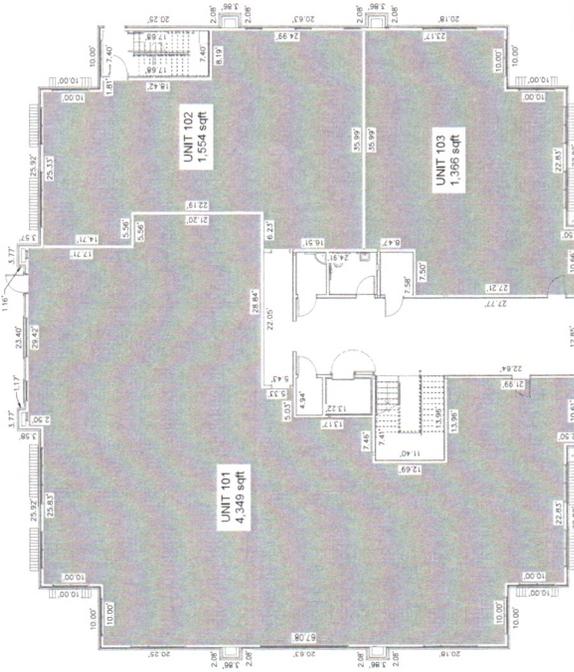
Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.



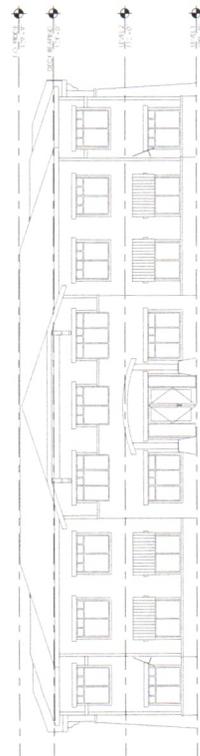
SECOND FLOOR



WEST ELEVATION



FIRST FLOOR



SOUTH ELEVATION

SUBMITTED FOR REVIEW ONLY

- LEGEND
- COMMON AREA
 - PRIVATE OWNERSHIP

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Clinic



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: December 10, 2019

SUBJECT: **ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING REGULAR CITY COUNCIL MEETINGS**

RECOMMENDATION

Approve the attached Ordinance establishing dates, time and place for 2020 City Council meetings.

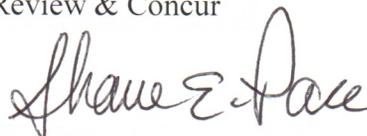
BACKGROUND

1. Pursuant to Utah Code Section 52-4-202, any public body which holds regular meetings that are scheduled in advance over the course of a year shall give notice at least once each year of its annual meeting schedule and shall specify the date, time, and place of such meetings. Special meetings can be added during the year when necessary. Regular meeting may also be cancelled if workload does not require a meeting.

Respectfully Submitted


Holly Gadd
City Recorder

Review & Concur


Shane Pace
City Manager

ORDINANCE 2019-

**AN ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING
REGULAR FARMINGTON CITY COUNCIL MEETINGS**

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

Section 1. Time and Place of Regular Council Meeting.

The Governing Body shall generally conduct two regular meetings per month which shall be held on the first and third Tuesday of each month or as noted otherwise herein.

Meetings shall be held in the **City Council Room of the Farmington City Hall, 160 South Main Street, Farmington, Utah**, unless otherwise noticed. Each meeting shall begin promptly at 7:00 p.m. The schedule of meetings for 2020 shall be as follows:

January	7	&	21
February	4	&	18
March	3	&	17
April			14
May	5	&	19
June	9	&	23
July	7	&	21
August	4	&	18
September	1	&	15
October	6	&	20
November			17
December	1	&	15

Section 2. Effective Date. This ordinance shall take effect immediately upon posting after passage.

PASSED AND ORDERED POSTED BY 5 of 5 Council Members present at the regular meeting of the Farmington City Council held on this 17th day of December, 2019. Notice should be given as required by the Utah Open Meetings Act.

FARMINGTON CITY CORPORATION

ATTEST:

By: _____
H. James Talbot
Mayor

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
December 17, 2019

S U B J E C T: City Manager Report

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

CITY COUNCIL AGENDA

For Council Meeting:
December 17, 2019

S U B J E C T: Mayor Talbot & City Council Reports

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