WORK SESSION: A work session will be held at 5:00 p.m. in Community Room, First Floor, of the Farmington City Hall, 160 South Main Street. The public is welcome to attend.
The agenda for the work session will be as follows:

1. Business Park Discussion
2. Questions or concerns the City Council may have on agenda items.

FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, October 6, 2020, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

In consideration of the COVID-19 pandemic, attendance will be monitored and will be limited to less than 50 individuals, including Council, staff and applicants.

Masks are recommended, and all of those in attendance will be required to participate in a socially distant manner.

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 Approval of New Trails Committee Member

7:10 Introduction of New Police Officer and Administration of Oath of Office

7:20 Purchase of 0.3 acres at approximately 950 N - Jared Scott

PUBLIC HEARINGS:

7:30 Preliminary PUD Master Plan and Subdivision Schematic Plan for The Station located at 850 N Lagoon Drive

7:45 Ordinance Amending Chapter 32 of the Zoning Ordinance Pertaining to Driveway Width Special Exception

8:00 Ordinance Enacting 11-7-070 (J6) of the Zoning Ordinance regarding Reciprocal Access between Commercial Uses

8:15 Preliminary PUD Master Plan, Subdivision Schematic Plan, and Zone Change – Fiore Townhomes (S-12-20 and Z-10-20).

NEW BUSINESS:

8:30 Human Resource Manager Position

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

8:40 Minute Motion Approving Summary Action List

1. Approval of Minutes from August 4, 2020
2. Approval of Minutes from September 15, 2020
3. Improvement Agreement for Visionary Homes
4. Ambulance Write-offs
5. Resolution Amending the Consolidated Fee Schedule regarding Professional Service/Engineering Fees

GOVERNING BODY REPORTS:

8:50 City Manager Report

1. Building Activity Report for August
2. Car Wash

9:00 Mayor Talbot & City Council

ADJOURN

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

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact Holly Gadd, City Recorder at 801-939-9205, at least 24 hours in advance of the meeting.

I hereby certify that I posted a copy of the foregoing Notice and Agenda and emailed copies to media representatives on October 1, 2020.

FARMINGTON CITY CORPORATION

By: _____
Heidi Bouck, Deputy City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

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

It is requested that Councilmember Shawn Beus give the invocation to the meeting and it is requested that Mayor Jim Talbot lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

S U B J E C T: Approval of New Trails Committee Member

ACTION TO BE CONSIDERED:

Minute motion appointing Jedd Powell as a Trails Committee member.

GENERAL INFORMATION:

Amy Shumway, City Councilmember or a member of the Trails Committee will be make 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:
October 6, 2020

S U B J E C T: Introduction of New Police Officer and Administration of Oath of Office

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Wayne Hansen, Police Chief will introduce Dave Wakefield and his family.
Holly Gadd, City Recorder will perform the Administration of Oath of Office.

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:
October 6, 2020

S U B J E C T: Purchase of 0.3 acres at approximately 950 N – Jared Scott

ACTION TO BE CONSIDERED:

1. Minute motion to approve purchase as outlined in the accompanying real-estate contract between Farmington City and Jared Scott for the home and a portion of the lot located off the new 950 N {North Station Ln} alignment.

GENERAL INFORMATION:

See enclosed staff report prepared by Brigham Mellor, Economic Development Director.

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

FARMINGTON CITY

H. James Talbot
Mayor

Brett Anderson
Shawn Beus
Scott Isaacson
Amy Shumway
Rebecca Wayment
City Council

Shane Pace
City Manager

City Council Staff Report

To: Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: 10/06/2020

SUBJECT: Farmington City purchase of 0.3 acres Parcel No. 084730003

RECOMMENDATION:

Move to approve purchase as outlined in the accompanying real-estate contract between "buyer" Farmington City and the "seller" Jared Scott for the home and a portion of the lot located off the new 950 N {North Station Ln} alignment.

BACKGROUND:

In partnership with Davis County, WFRC, Kaysville, and the State of Utah Farmington has been working on the future 950 N {North Station Ln} alignment which connects the future I-15 interchange and the future WDC interchange. The State of Utah has appropriated $6,000,000 in the 2019 Legislative Session, Davis County contributed $100K in construction design funds, and WFRC is donating another $4 Million to the project from their STP grant program.

Farmington City is paying for this land purchase with the appropriation funds from the legislature.

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane Pace
City Manager

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **SCOTT, JARED D & JESSICA P** hereinafter referred to as "Scott." This contract is in effect provided both parties sign this document by September 30th, 2020

RECITALS:

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

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

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

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

a. Scott does hereby sell and the City does hereby purchase the Property as described in Exhibit "A," any associated water rights and mineral rights, at the purchase price of One Hundred Ten Thousand Dollars ($115,000.00), payable by the City to Scott in lawful money of the United States in accordance with all of the provisions of this Agreement.

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

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

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

a. Date and Place of Closing. The sale and purchase of the Property shall be closed at the offices of Backman Title Company ("Closing Agent") and not later than November 1, 2020 (being referred to herein as the "Closing Date").

b. Parties' Obligations at Closing. On or before the Closing Date, Scott shall deliver to the Closing Agent a satisfactory special warranty deed covering the Property, duly executed and acknowledged in recordable form conveying to the City fee simple to the respective property, together with any other documents required by the Closing Agent.

In addition, the City shall deliver or cause to be delivered to the Closing Agent the City's check in the amount the City is obligated to pay on the Closing Date pursuant to the terms of this Agreement, together with any other documents required by the Closing Agent which are necessary to close this transaction.

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

d. Possession. The City shall take possession of the property no later than November 2,

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

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

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

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

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

a. Formal approval of the terms of this Purchase and Sale Agreement by the Farmington City Council.

b. Scott's disclosure of all known material conditions of the Property and the City's review and acceptance of the same; and

c. The City's review and acceptance of all conditions of Title.

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

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

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

SCOTT: SCOTT, JARED D & JESSICA P
27 EAST 1950 SOUTH
KAYSVILLE, UT 84037

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

Property Description

ALL OF PARCEL 238A, HUNTERS CREEK SUBDIVISION NO 2 LOTS 237 & 238 AMENDED. CONT. 0.30000 ACRES.

CONT. 0.3 ACRES

Parcel No. 084730003

SCOTT ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the 30th day of September, 2020, personally appeared before me **SCOTT, JARED D & JESSICA P** who being by me duly sworn, did say that he is signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

DeAnn P. Carlile
Notary Public

My Commission Expires:
6/5/2024

Residing at:
Farmington, UT

DEANN P. CARLILE
Notary Public State of Utah
My Commission Expires on:
June 5, 2024
Comm. Number: 712440

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

"CITY"

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

"SCOTT"

SCOTT, JARED D & JESSICA P

SCOTT, JARED D & JESSICA P

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the 29th day of September, 2020, personally appeared before me H. James Talbot, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

Notary Public
Residing at: Farmington UT

My Commission Expires:

6/5/2024

DEANN P. CARLILE
Notary Public State of Utah
My Commission Expires on:
June 5, 2024
Comm. Number: 712440

CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

PUBLIC HEARING: Preliminary PUD Master Plan and Subdivision Schematic Plan for The Station Located at 850 N Lagoon Drive

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Provide input to the Planning Commission as they prepare their recommendation for the Preliminary PUD Master Plan and Subdivision Schematic Plan for The Station Planned Unit Development (PUD)

GENERAL INFORMATION:

See enclosed staff report prepared by Shannon Hansell, Planning and GIS Specialist.

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

FARMINGTON CITY

H. James Talbot
MAYOR

Brett Anderson
Shawn Beus
Scott Isaacson
Amy Shumway
Rebecca Wayment
CITY COUNCIL

Shane Pace
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning and GIS Specialist

Date: October 6, 2020

SUBJECT: **PRELIMINARY PUD MASTER PLAN AND SUBDIVISION SCHEMATIC PLAN THE STATION PUD**
Property Owner: Teton Investment Holdings LLC
Agent: CW Home

RECOMMENDATION

1. Hold a Public Hearing
2. Provide input to the Planning Commission as they prepare their recommendation for the Preliminary PUD Master Plan and Subdivision Schematic Plan for The Station Planned Unit Development (PUD)

BACKGROUND

Timeline—Before The Station PUD (Previous Actions by the City)			
Application/Request	Result	By	Date
General Plan Amendment Map and Text (MP-3-03)	o Recommendation by Planning Commission o Approved by City Council	PC CC	5/13/04 7/7/04
Chapter 19 (CMU) of the Zoning Ordinance enacted (ZT-6-04)	o Recommendation by Planning Commission o Approved by City Council	PC CC	11/11/04 12/1/04
East Park Lane Small Area Master Plan (MP-1-18)	o Recommendation by the Planning Commission o Approved by City Council	PC CC	3/8/18 4/17/18
East Park Lane Phase II [and III] Rezone and Schematic Plan (Z-10-18 and S-26-18)	o East side of Lagoon Dr rezoned to R o West side of Lagoon Dr rezoned to CMU o Land adjacent to SR 106 remains LR o Arrange a TDR to transfer residential density from the west to the east o Schematic Plan Approved	PC CC	Rec. 1/10/19 Approved 2/5/19
East Park Lane Phase II Subdivision (S-26-18)	o Preliminary Plat Approved for 2 lots W of Lagoon Dr o Final Plat Approved for 2 lots W of Lagoon Dr	PC PC	4/18/19 2/20/20
The Station PUD (S-12-20)	o ?		

Schematic Plan Comparison Table											
Schematic Plan	Acres	DU*	DU/ Acre	Avg. Lot Size sf	Avg. Lot Width (feet)	Side-walks One Side of Street	Noncon-forming dead-end streets	Open Space	Set-Backs **	Connect-Ions to Main Street & to the north	
East Park Lane "Phase III" 2/5/19 (S-26-18)	10.17	70	6.9	4,918	56.0	Yes	7	Less	Same	1	0
The Station 9/3/20 (S-12-20)	10.17	50	4.9	4,892	57.6	Yes	0	More	Same	1	1
	* Note: A wetland delineation prepared after Feb. 2019 resulted in a loss of 20 lots on-site. ** Setbacks---Front: 20'; Side: 5'; Rear: 15'; Side Corner: 10'.										

Supplemental Information

1. Vicinity Map
2. General Land Use Plan map
3. East Park Lane Small Area Master Plan
4. Existing Zoning Map
5. The previously approved subdivision schematic plan for East Park Lane Phase III
6. Recently submitted schematic plan (with changes) (9/29/30) including:
    a. Letter detailing changes made after joint SPARC committee
    b. Elevations for corner lots

Respectfully Submitted

Shannon Hansell
Planning and GIS Specialist

Concur

FOR: Shane Pace
City Manager

FARMINGTON

VICINITY MAP

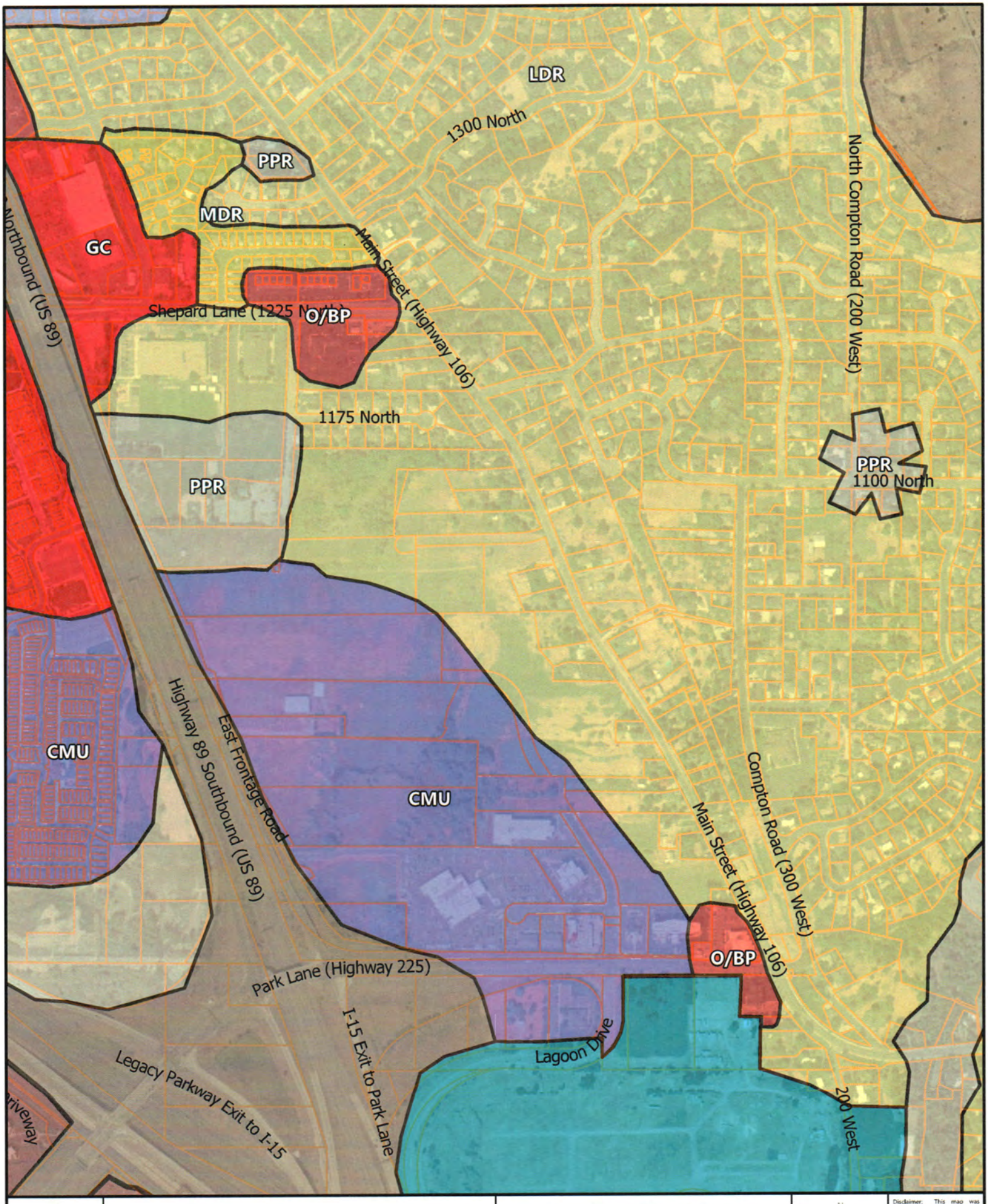
The Station PUD

0 50 100 150 200 Feet

0 10 20 30 40 Meters

N W FC E S

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.



FARMINGTON

VICINITY MAP

Farmington General Plan

0 250 500 750 1,000 Feet

0 100 200 300 400 Meters

N W FC E S

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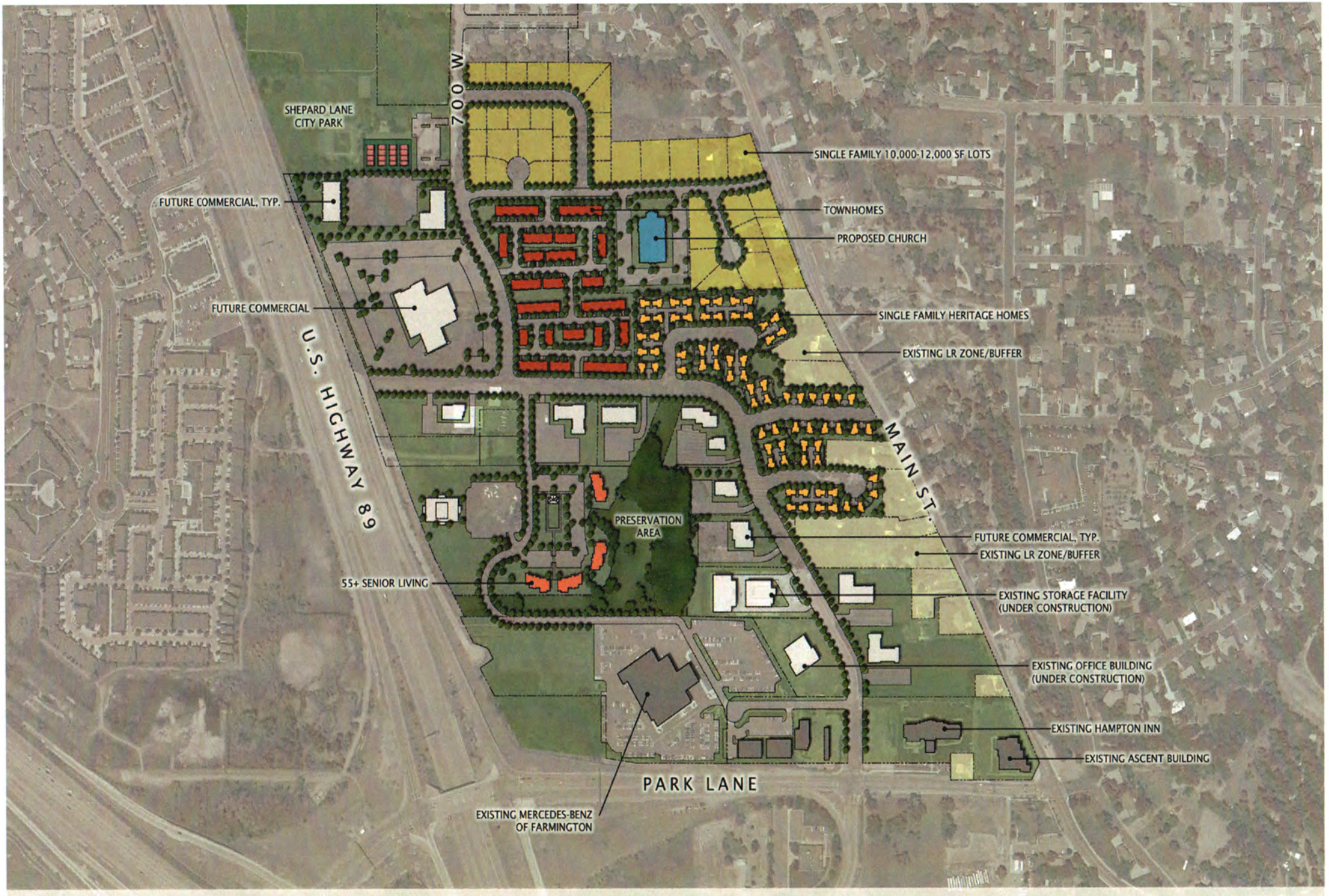

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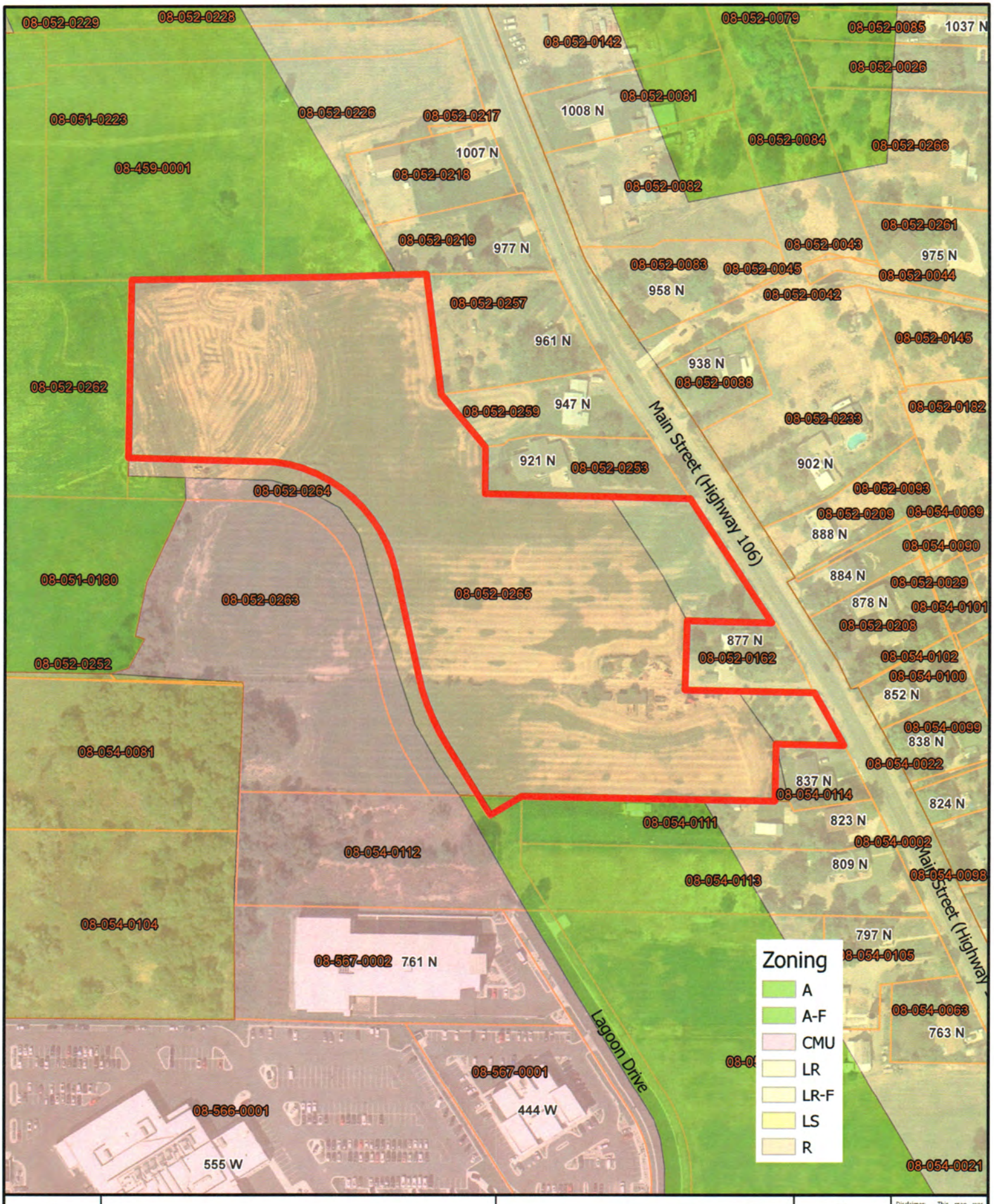
small area master plan (uses) East Park Lane SI: #3

Nov. 8, 2017



FARMINGTON

VICINITY MAP

The Station PUD

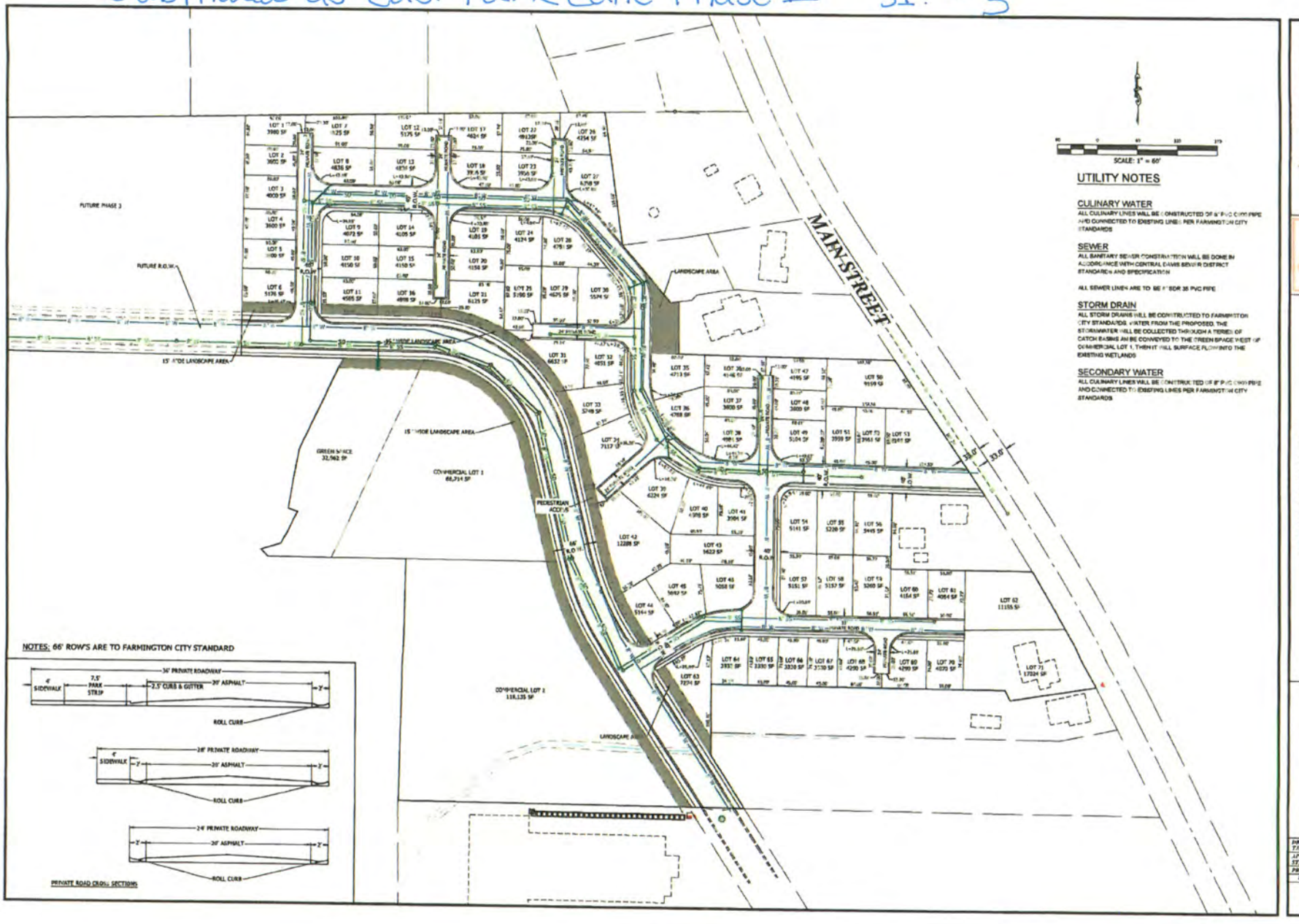
0 100 200 300 400 Feet

0 25 50 75 100 Meters

N W FC E S

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.

Submitted as East Park Lane Phase III SI: #5



181 North 250 West, Suite #4
Bountiful, UT 84010
Phone: 801 298 2236
www.Entellus.com
Entellus

PRELIMINARY NOT FOR CONSTRUCTION

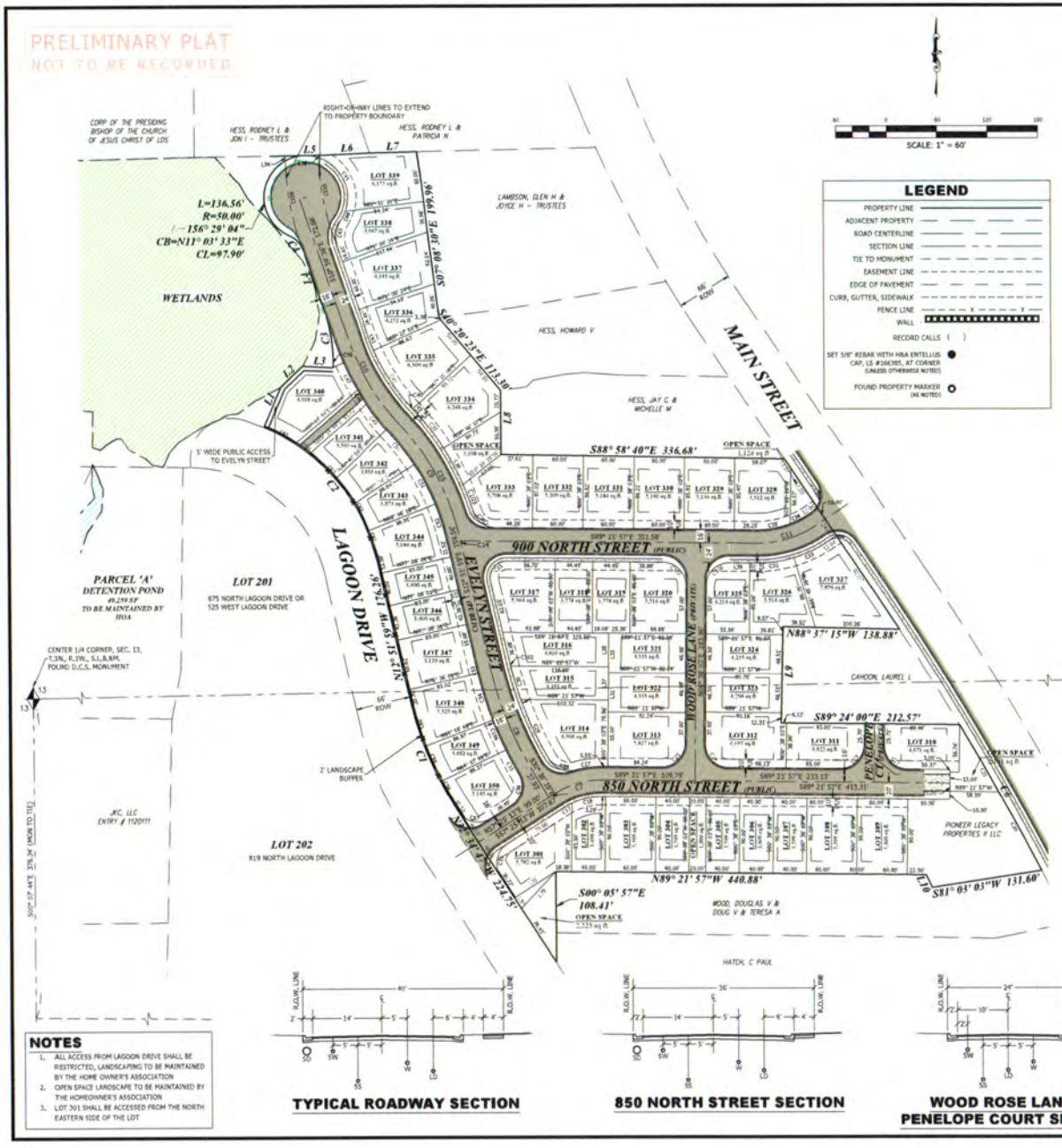
WRIGHT DEVELOPMENT

EAST PARK LANE PHASE 3
MULTIPLE PARCELS AT APPROXIMATELY 850 900 NORTH MAIN STREET
LOCATED IN SECTION 32, T 4N., R.1W., S.L.B.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

DRAWN TJS	11/2018
APPROVED SI	11/2018
PROJECT	18-098
	18-098 SDP2.dwg

C403
YIELD PLAN

Submitted 9/29/20 SI: #6



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY
- ROAD CENTERLINE
- SECTION LINE
- TIE TO MONUMENT
- EASEMENT LINE
- EDGE OF PAVEMENT
- CURB, GUTTER, SIDEWALK
- FENCE LINE
- WALL
- RECORD CALLS ( )
- SET 5/8" REBAR WITH HBA ENTELLUS CAP, LS #166365, AT CORNER (UNLESS OTHERWISE NOTED)
- FOUND PROPERTY MARKER (AS NOTED)

CURVE TABLE

CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	126.27'	367.00'	019°42'48"	N 22°47'23" W	125.65'
C2	220.35'	233.00'	054°11'08"	N 39°57'33" W	212.23'
C3	66.05'	176.00'	021°30'07"	N 08°14'33" W	65.66'
C4	23.55'	28.00'	048°11'23"	N 43°05'18" W	22.86'
C6	198.45'	3,404.87'	003°21'22"	N 29°08'53" W	198.42'
C7	59.99'	103.50'	033°12'25"	S 74°01'51" W	59.15'
C8	133.38'	430.00'	017°46'20"	S 21°45'09" E	132.84'
C9	167.47'	301.64'	031°48'39"	N 27°11'46" W	165.33'
C10	138.19'	311.66'	025°24'17"	S 28°36'43" E	137.06'
C11	75.70'	126.00'	034°25'30"	N 73°25'18" E	74.57'
C14	4.13'	334.00'	000°42'29"	N 13°13'13" W	4.13'
C15	163.34'	300.09'	031°11'08"	N 27°33'00" W	161.32'
C16	43.98'	28.00'	090°00'00"	S 12°25'13" W	39.60'
C17	10.40'	83.50'	007°08'10"	S 60°59'18" W	10.39'
C18	38.00'	83.50'	026°04'40"	S 77°35'43" W	37.68'
C20	106.70'	3,404.87'	001°47'44"	N 28°22'03" W	106.69'
C21	92.75'	3,404.87'	001°33'39"	N 30°02'45" W	92.75'
C22	43.98'	28.00'	090°00'00"	S 44°21'57" E	39.60'
C23	43.98'	28.00'	090°00'00"	N 45°38'03" E	39.60'
C24	43.98'	28.00'	090°00'00"	S 44°21'57" E	39.60'
C25	43.98'	28.00'	090°00'00"	N 45°38'03" E	39.60'
C27	32.70'	125.86'	014°53'05"	S 82°47'35" W	32.61'
C28	36.44'	28.00'	074°33'39"	S 67°46'04" E	33.92'
C29	78.74'	406.00'	011°06'45"	S 24°55'52" E	78.62'
C30	41.86'	406.00'	005°54'26"	S 16°25'16" E	41.84'
C31	36.13'	20.00'	102°30'02"	S 38°53'02" W	31.41'
C32	45.53'	150.00'	017°23'24"	N 81°58'21" E	45.35'
C33	44.60'	150.00'	017°02'06"	N 64°47'36" E	44.43'
C34	25.29'	110.00'	013°10'19"	N 62°47'42" E	25.23'
C35	40.80'	110.00'	021°15'11"	N 80°00'27" E	40.57'
C36	34.45'	28.00'	070°28'33"	S 52°41'35" E	32.32'
C38	49.44'	324.00'	008°44'35"	N 27°51'06" W	49.39'
C39	59.42'	324.00'	010°30'31"	N 37°28'39" W	59.34'

CURVE TABLE

CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C40	1.97'	324.00'	000°20'56"	N 42°54'22" W	1.97'
C41	81.46'	276.00'	016°54'39"	S 33°00'10" E	81.17'
C42	26.75'	276.00'	005°33'14"	S 21°46'13" E	26.74'
C43	35.97'	40.00'	051°31'17"	S 06°46'02" W	34.77'
C44	10.84'	50.00'	012°25'17"	N 26°19'02" E	10.82'
C45	96.70'	50.00'	110°48'19"	N 35°17'46" W	82.32'
C46	66.05'	176.00'	021°30'07"	N 08°14'33" W	65.66'
C47	36.35'	316.00'	006°35'26"	S 27°25'01" E	36.33'
C48	20.21'	316.00'	003°39'52"	S 32°32'41" E	20.21'
C49	39.18'	316.00'	007°06'14"	S 37°55'44" E	39.15'
C50	52.51'	284.00'	010°35'38"	N 37°53'25" W	52.44'
C51	53.02'	284.00'	010°41'50"	N 27°14'40" W	52.95'
C52	44.76'	284.00'	009°01'46"	N 17°22'52" W	44.71'
C53	4.15'	446.00'	000°32'00"	S 13°07'59" E	4.15'
C54	58.53'	446.00'	007°31'11"	S 17°09'34" E	58.49'
C55	32.69'	446.00'	004°11'58"	S 27°58'58" E	32.68'
C56	42.76'	28.00'	087°30'10"	N 13°40'08" E	38.73'
C57	43.98'	28.00'	090°00'00"	S 77°34'47" E	39.60'
C58	30.94'	367.00'	004°49'43"	S 30°09'53" E	30.93'
C59	46.19'	367.00'	007°12'41"	S 24°08'40" E	46.16'
C60	49.14'	367.00'	007°40'20"	S 16°42'09" E	49.11'
C61	40.21'	233.00'	009°53'14"	N 17°48'36" W	40.16'
C62	36.95'	233.00'	009°05'08"	N 27°17'47" W	36.91'
C63	43.12'	233.00'	010°36'12"	N 46°14'46" W	43.06'
C64	20.56'	233.00'	005°03'21"	N 54°04'32" W	20.55'
C65	42.49'	233.00'	010°26'54"	N 61°49'40" W	42.43'
C102	4.26'	406.00'	000°36'04"	S 13°10'01" E	4.26'
C103	34.01'	324.00'	006°00'53"	N 20°28'22" W	34.00'
C106	38.64'	446.00'	004°57'50"	S 23°24'04" E	38.63'
C107	43.98'	28.00'	090°00'00"	N 44°21'57" W	39.60'
C108	43.98'	28.00'	090°00'00"	S 45°38'03" W	39.60'
C109	100.90'	316.00'	018°17'40"	S 09°50'46" E	100.47'
C110	86.13'	276.00'	018°17'40"	S 09°50'46" E	87.25'

LINE TABLE

LINE	BEARING	LENGTH
L1	N 22°56'53" E	51.90'
L2	N 46°51'41" E	36.36'
L3	S 87°29'30" E	36.28'
L4	N 19°59'36" W	79.49'
L5	N 89°16'04" E	22.84'
L6	N 87°18'01" E	55.40'
L7	N 88°46'58" E	55.45'
L8	S 00°00'00" E	76.72'
L9	S 01°22'45" W	114.90'
L10	N 26°38'57" W	17.13'

LINE TABLE

LINE	BEARING	LENGTH
L29	S 42°58'19" W	60.12'
L30	S 32°33'47" E	15.00'
L31	N 57°25'13" E	58.22'
L32	N 00°38'03" E	46.98'
L33	N 00°38'03" E	46.98'
L34	S 00°41'56" E	4.21'
L36	S 00°41'56" E	4.21'
L37	N 00°38'03" E	40.00'
L38	N 00°38'03" E	40.00'

ZONING

1. THE PROJECT LIES WITHIN ZONES A (AGRICULTURE) AND LR (LARGE RESIDENTIAL)

LAND USE TABLE

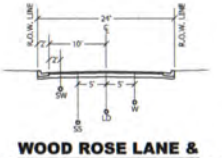
TOTAL PROJECT AREA	353419 sq/ft
ACRES	8.113 acres
TOTAL LOT AREA	271906 sq/ft
PERCENTAGE	64%
TOTAL BUILDING UNITS	50
30'x50'	19
30'x55'	8
46'x50'	6
50'x50'	17
TOTAL AREA	98000 sq/ft
RATIO (LOT AREA:UNIT AREA)	2.77:1
TOTAL OPEN GREEN SPACE	55429 sq/ft
DEDICATED OPEN SPACE	11037 sq/ft
FRONT YARDS (EXCLUDING 20' DRIVEWAYS)	44392 sq/ft
PERCENTAGE	15.7%
IMPROVEMENTS	70476 sq/ft
PERCENTAGE	20%

NOTES

1. ALL ACCESS FROM LAGOON DRIVE SHALL BE RESTRICTED, LANDSCAPING TO BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION
2. OPEN SPACE LANDSCAPE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION
3. LOT 301 SHALL BE ACCESSED FROM THE NORTH EASTERN SIDE OF THE LOT

TYPICAL ROADWAY SECTION

850 NORTH STREET SECTION



WOOD ROSE LANE & PENELOPE COURT SECTION

1470 South 600 West
Woods Cross UT 84010
Phone: 801 298 2236
www.Entellus.com
Entellus

Client: (Of Land (*):
Contact: Paul Bunge
Phone #: (801) 527-4764
Address: 1222 W Legacy Crossing Blvd
Centerville, UT 84014
Email: paul@wvland

THE ROSE SUBDIVISION

LAGOON DRIVE & MAIN STREET

LOCATED IN THE EAST HALF OF SECTION 13, T.3 N., R.1 W., S.L.B.&M. FARMINGTON CITY, DAVIS COUNTY, UTAH

REV #	COMMENT	DATE

DRAWN: RNH
APPROVED: JBC
PROJECT #: 1416001
PLAT PH 3_1416001

C200
PRELIMINARY EXHIBIT

C.W.
URBAN

After receiving thoughtful comments from neighbors, SPARC Committee, Planning Commission, and multiple iterations with staff, we have incorporated the following updates to our project The Rose:

- Renamed the community "The Rose" from "The Station"
  - Farmington City was known for a time as the City of Roses
  - In 1910, Robert Miller of Farmington established Miller Floral what became Utah's largest wholesale floral company. Miller Floral specialized in growing cut flowers, especially roses..." Utah Centennial County History Series - Davis County 1999 p244
- Updated street names to species of Roses to enhance the community's historical theme.

PROPOSED NAME	PRIOR NAME
Evelyn Street	Abbie Road
Wood Rose Lane	Devi Lane
Penelope Court	Brynlee Court

- Included a 5' public easement access north of lot 340 for a future trail.
- Reduced the lot count from 52 to 50 lots.
- Removed the hammerhead turnaround on Wood Rose Ln.
- Reduced the number of lots abutting Mr. Douglas Wood's property and added 20' of open space to serve as a future access point to Mr. Douglas Wood's property if/when he decides to subdivide his property. This will be defined in the communities' CC&R's or through a separate agreement with Mr. Douglas Wood.
- Intermixed the varying lot sizes throughout the community.
- Added a 2' landscape buffer on Lagoon drive and committed to installing a decorative fence with rock pillars every 50'. Lagoon Drive will now have a 7' park strip, 5' sidewalk and 2' landscape buffer. To achieve this, we reduced the front yard setback from 20' to 18' on lots 340-350 (all lots on the south side of Evelyn Street).
- Committed to incorporating landscape requirements into the CC&R's that define specific deadlines for front yard landscaping installation and requires specific instructions on tree types and planting locations to create a harmonious landscape plan throughout the community, while still allowing from some individual expression.
- Enhanced landscaping on Main Street and added decorative fence with rock pillars every 50' to maintain the historic charm of Farmington Main Street.
- Corner lots will have 2-sided architecture with the driveway positioned opposite of the street to promote a more appealing streetscape.

We feel that current plan for The Rose helps promote Farmington's unique characteristics and values, mitigates negative impacts upon adjacent neighbors, and provides housing that will contribute to the surrounding land values.

Sincerely,

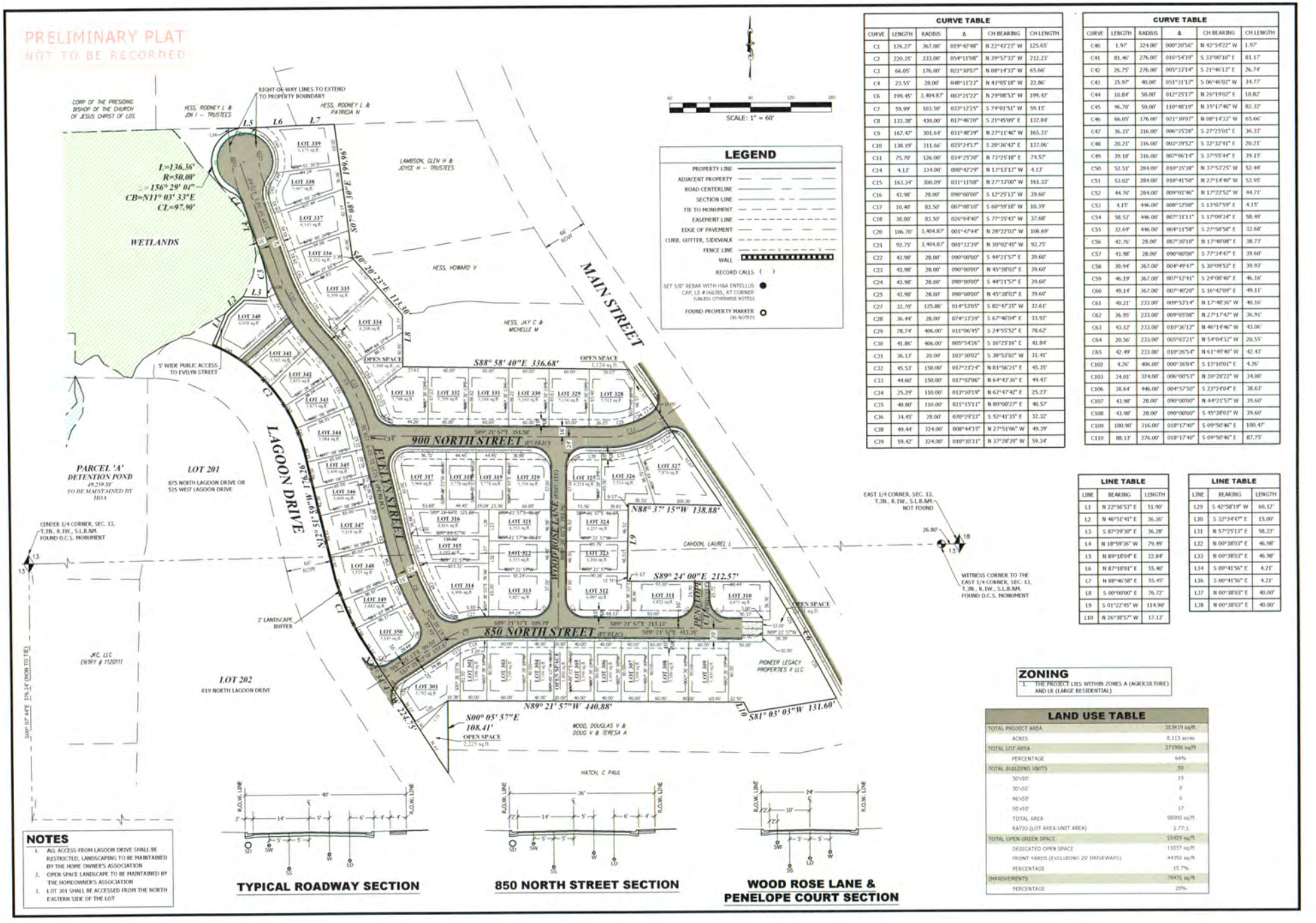
Jeff Allen
Director of Land, CW Urban

C.W.
URBAN

the ROSE

FARMINGTON, UTAH

PRELIMINARY PLAT
NOT TO BE RECORDED



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY
- ROAD CENTERLINE
- SECTION LINE
- TIE TO MONUMENT
- EASEMENT LINE
- EDGE OF PAVEMENT
- CURB, GUTTER, SIDEWALK
- FENCE LINE
- WALL
- RECORD CALLS ( )
- SET 5/8" REBAR WITH H&A ENTELLUS CAP, LS #166385, AT CORNER (UNLESS OTHERWISE NOTED)
- FOUND PROPERTY MARKER (AS NOTED)

CURVE TABLE

CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	126.27'	367.00'	019°42'48"	N 22°43'23" W	125.65'
C2	220.35'	233.00'	054°11'08"	N 39°57'33" W	212.23'
C3	66.05'	176.00'	021°30'07"	N 08°14'33" W	65.66'
C4	23.55'	28.00'	048°11'22"	N 43°05'18" W	22.86'
C6	199.45'	3,404.87'	003°21'22"	N 29°08'53" W	199.42'
C7	59.99'	101.50'	033°51'25"	S 74°01'51" W	59.15'
C8	133.38'	430.00'	017°46'20"	S 21°45'09" E	132.84'
C9	167.47'	301.64'	031°48'39"	N 27°11'46" W	165.33'
C10	138.19'	311.66'	025°24'17"	S 28°36'43" E	137.06'
C11	75.70'	126.00'	034°25'30"	N 73°25'18" E	74.57'
C14	4.13'	334.00'	000°42'29"	N 13°13'13" W	4.13'
C15	163.34'	300.09'	031°11'08"	N 27°33'00" W	161.33'
C16	43.98'	28.00'	090°00'00"	S 12°25'13" W	39.60'
C17	10.40'	83.50'	007°08'10"	S 60°59'18" W	10.39'
C18	38.00'	83.50'	026°04'40"	S 77°35'43" W	37.68'
C20	106.70'	3,404.87'	001°47'44"	N 28°22'03" W	106.69'
C21	92.75'	3,404.87'	001°33'39"	N 30°02'45" W	92.75'
C22	43.98'	28.00'	090°00'00"	S 44°21'57" E	39.60'
C23	43.98'	28.00'	090°00'00"	N 45°38'03" E	39.60'
C24	43.98'	28.00'	090°00'00"	S 44°21'57" E	39.60'
C25	43.98'	28.00'	090°00'00"	N 45°38'03" E	39.60'
C27	32.70'	125.86'	014°53'05"	S 82°47'35" W	32.61'
C28	36.44'	28.00'	074°33'39"	S 67°46'04" E	33.92'
C29	78.74'	406.00'	011°06'45"	S 24°55'52" E	78.62'
C30	41.86'	406.00'	005°54'26"	S 16°25'16" E	41.84'
C31	36.13'	20.00'	103°30'02"	S 38°53'02" W	31.41'
C32	45.53'	150.00'	017°23'24"	N 81°56'21" E	45.35'
C33	44.60'	150.00'	017°02'06"	N 64°43'36" E	44.43'
C34	25.29'	110.00'	013°10'19"	N 62°47'42" E	25.23'
C35	40.80'	110.00'	021°15'11"	N 80°00'27" E	40.57'
C36	34.45'	28.00'	070°29'33"	S 52°41'35" E	32.32'
C38	49.44'	324.00'	008°44'35"	N 27°51'06" W	49.39'
C39	59.42'	324.00'	010°30'31"	N 37°28'39" W	59.34'

CURVE TABLE

CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C40	1.97'	324.00'	000°20'56"	N 42°54'22" W	1.97'
C41	81.46'	276.00'	016°54'39"	S 33°00'10" E	81.17'
C42	26.75'	276.00'	005°33'14"	S 21°46'13" E	26.74'
C43	35.92'	40.00'	051°31'17"	S 06°46'02" W	34.73'
C44	10.84'	50.00'	012°25'17"	N 26°19'02" E	10.82'
C45	96.70'	50.00'	110°48'19"	N 35°17'46" W	82.32'
C46	66.05'	176.00'	021°30'07"	N 08°14'33" W	65.66'
C47	36.35'	316.00'	006°35'28"	S 27°25'01" E	36.33'
C48	20.21'	316.00'	003°39'52"	S 32°32'41" E	20.21'
C49	39.18'	316.00'	007°06'14"	S 37°55'44" E	39.15'
C50	52.51'	284.00'	010°35'38"	N 37°53'25" W	52.44'
C51	53.02'	284.00'	010°41'56"	N 27°14'40" W	52.95'
C52	44.76'	284.00'	009°01'46"	N 17°22'52" W	44.71'
C53	4.15'	446.00'	000°32'00"	S 13°07'59" E	4.15'
C54	58.53'	446.00'	007°31'11"	S 17°09'34" E	58.49'
C55	32.69'	446.00'	004°11'58"	S 27°58'58" E	32.68'
C56	42.76'	28.00'	087°30'10"	N 13°40'08" E	38.73'
C57	43.98'	28.00'	090°00'00"	S 77°34'47" E	39.60'
C58	30.94'	367.00'	004°49'47"	S 30°09'53" E	30.93'
C59	46.19'	367.00'	007°12'41"	S 24°08'40" E	46.16'
C60	49.14'	367.00'	007°40'20"	S 16°42'09" E	49.11'
C61	40.21'	233.00'	009°53'14"	N 17°48'36" W	40.16'
C62	36.95'	233.00'	009°05'08"	N 27°17'47" W	36.91'
C63	43.12'	233.00'	010°36'12"	N 46°14'46" W	43.06'
C64	20.56'	233.00'	005°03'21"	N 54°04'32" W	20.55'
C65	42.49'	233.00'	010°26'54"	N 61°49'40" W	42.43'
C102	4.26'	406.00'	000°36'04"	S 13°10'01" E	4.26'
C103	34.01'	324.00'	006°00'53"	N 20°28'22" W	34.00'
C106	38.64'	446.00'	004°57'50"	S 23°24'04" E	38.63'
C107	43.98'	28.00'	090°00'00"	N 44°21'57" W	39.60'
C108	43.98'	28.00'	090°00'00"	S 45°38'03" W	39.60'
C109	100.90'	316.00'	018°17'40"	S 09°50'46" E	100.47'
C110	88.13'	276.00'	018°17'40"	S 09°50'46" E	87.75'

LINE TABLE

LINE	BEARING	LENGTH
L1	N 22°56'53" E	51.90'
L2	N 46°51'41" E	36.36'
L3	S 87°29'30" E	36.28'
L4	N 18°59'36" W	79.49'
L5	N 89°18'04" E	22.84'
L6	N 87°18'01" E	55.40'
L7	N 88°46'58" E	55.45'
L8	S 00°00'00" E	76.72'
L9	S 01°22'45" W	114.90'
L10	N 26°38'57" W	17.13'

LINE TABLE

LINE	BEARING	LENGTH
L29	S 42°58'19" W	60.12'
L30	S 32°34'47" E	15.00'
L31	N 57°25'13" E	58.22'
L32	N 00°38'03" E	46.98'
L33	N 00°38'03" E	46.98'
L34	S 00°41'56" E	4.21'
L36	S 00°41'56" E	4.21'
L37	N 00°38'03" E	40.00'
L38	N 00°38'03" E	40.00'

ZONING

1. THE PROJECT LIES WITHIN ZONES A (AGRICULTURE) AND LR (LARGE RESIDENTIAL)

LAND USE TABLE

TOTAL PROJECT AREA	353419 sq/ft
ACRES	8.113 acres
TOTAL LOT AREA	271906 sq/ft
PERCENTAGE	64%
TOTAL BUILDING UNITS	50
30'x50'	19
30'x55'	8
46'x50'	6
50'x50'	17
TOTAL AREA	98000 sq/ft
RATIO (LOT AREA:UNIT AREA)	2.77:1
TOTAL OPEN GREEN SPACE	55429 sq/ft
DEDICATED OPEN SPACE	11037 sq/ft
FRONT YARDS (EXCLUDING 20' DRIVEWAYS)	44392 sq/ft
PERCENTAGE	15.7%
IMPROVEMENTS	76476 sq/ft
PERCENTAGE	20%

NOTES

1. ALL ACCESS FROM LAGOON DRIVE SHALL BE RESTRICTED. LANDSCAPING TO BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION
2. OPEN SPACE LANDSCAPE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION
3. LOT 301 SHALL BE ACCESSED FROM THE NORTH EASTERN SIDE OF THE LOT

TYPICAL ROADWAY SECTION

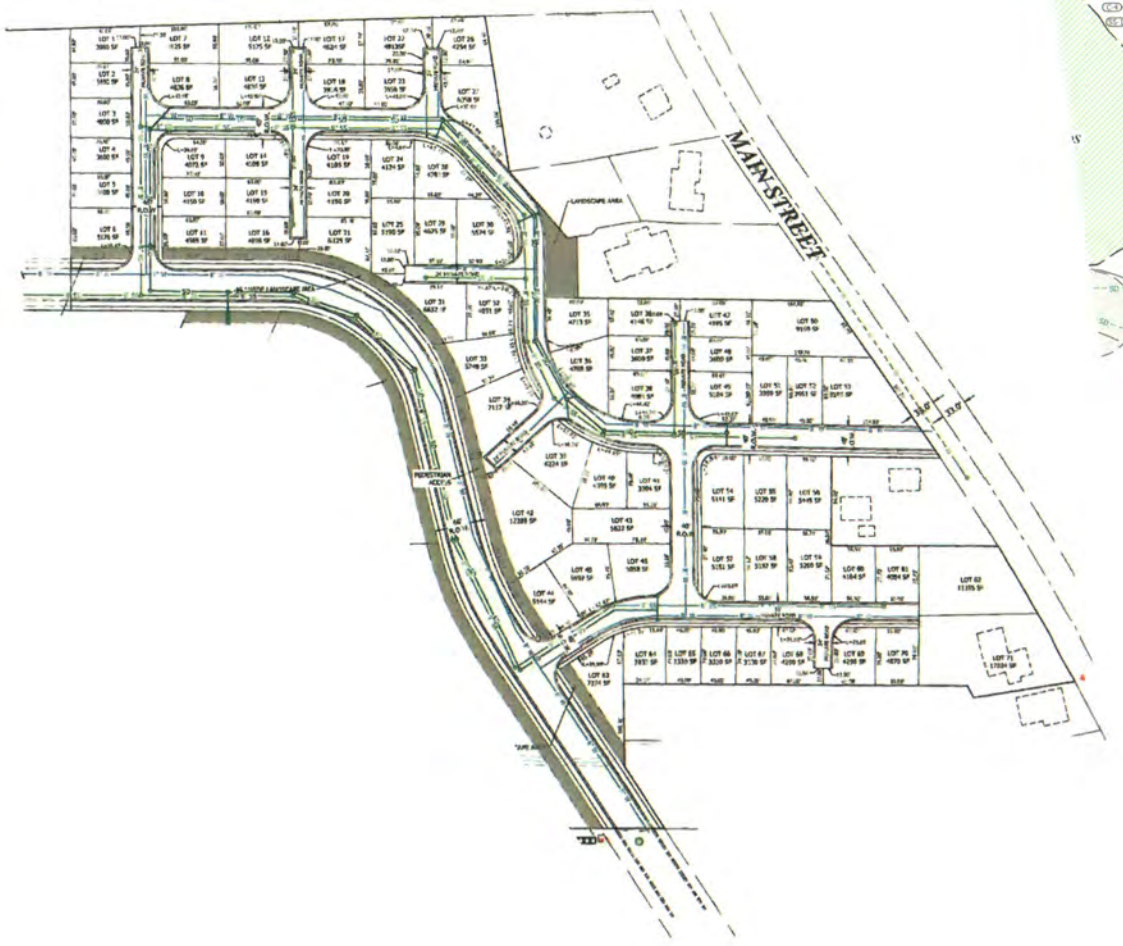
850 NORTH STREET SECTION

WOOD ROSE LANE & PENELOPE COURT SECTION

theROSE

C.W. URBAN

Approved Conceptual Site Plan



9/3 PC Submitted Plan

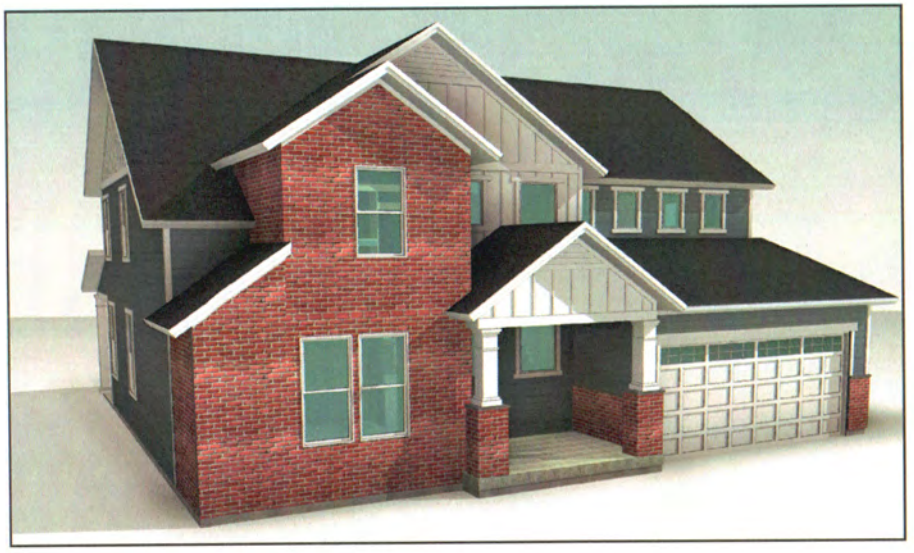
Lagoon Dr Renderings

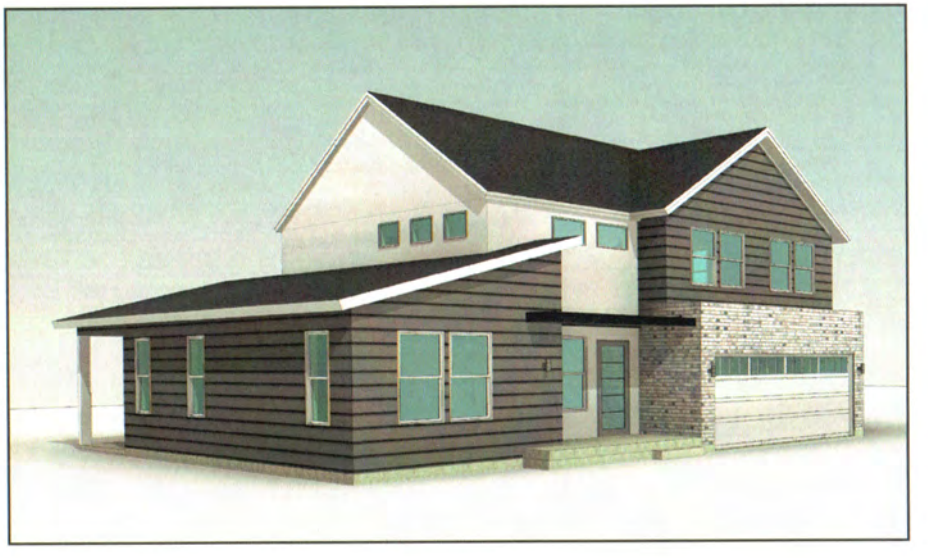
Lagoon Dr Renderings

Main Street Renderings

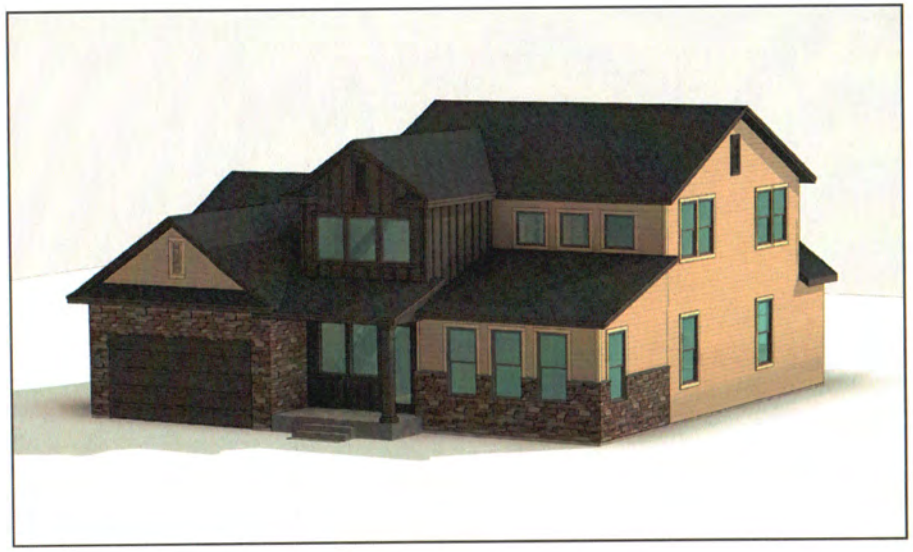
Corner Lot Renderings

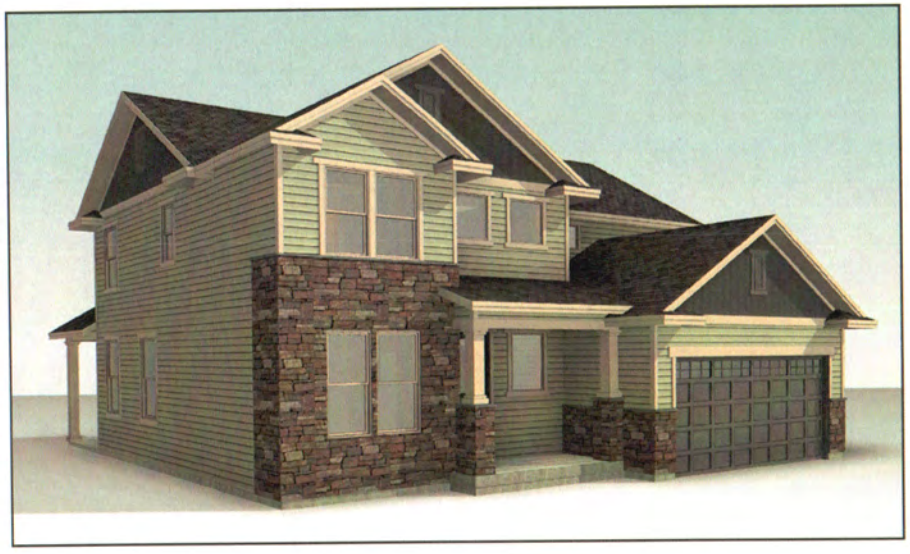
Corner Lot Perspectives



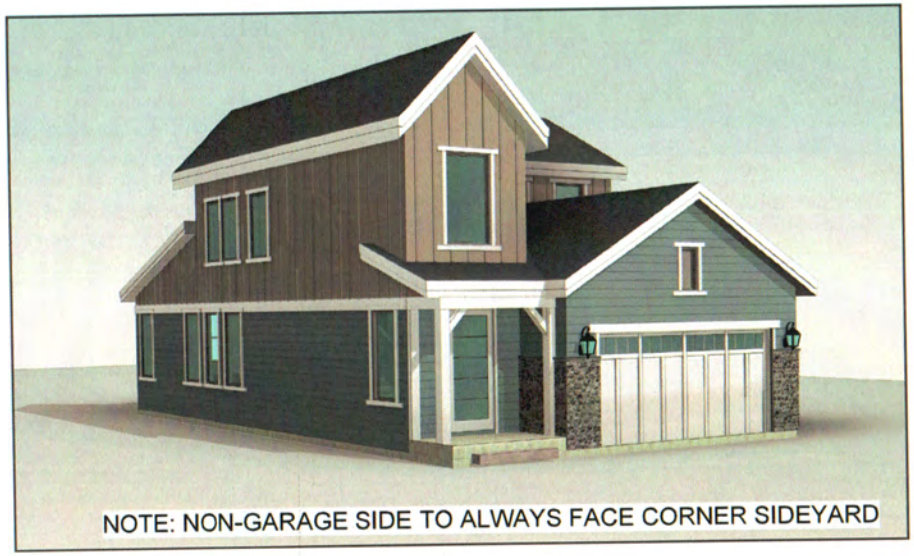


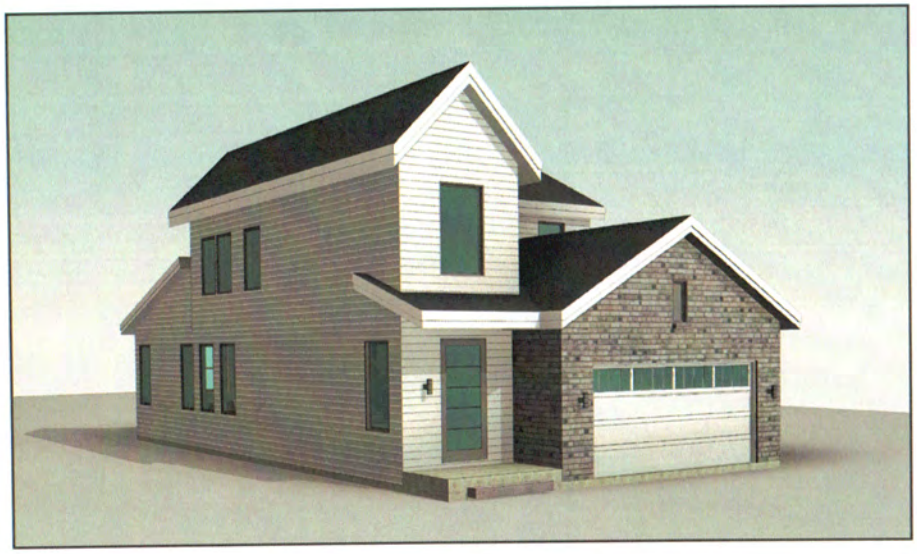
Corner Lot Perspectives





Corner Lot Perspectives





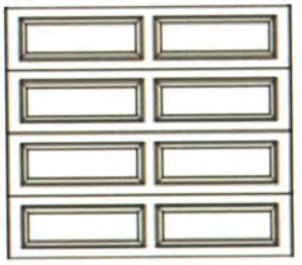
Corner Lot Perspectives

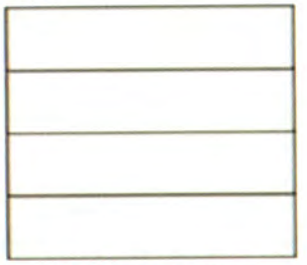
Garage Door Options

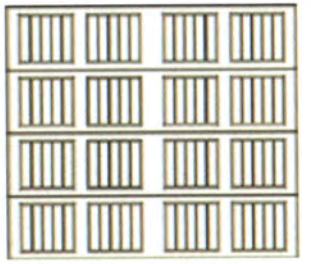
Wayne Dalton
GARAGE DOORS

Base/Included
9100 Series

Design Options:


Ranch


Contemporary


Sonoma

Painted Finish Options:

White

Taupe

Terra Bronze

Clear II

Stockbridge*

Stockton III*

Garage Door Options

Wayne Dalton GARAGE DOORS

Option/Upgrade
8300 Series

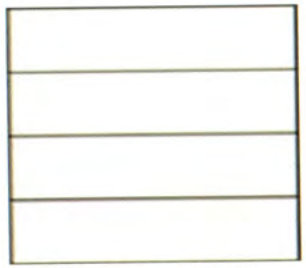
Painted Finish Options:

White

Taupe

Terra Bronze

Black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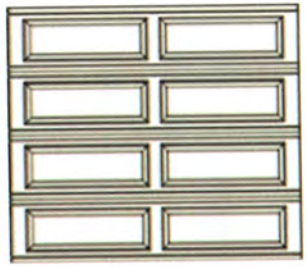
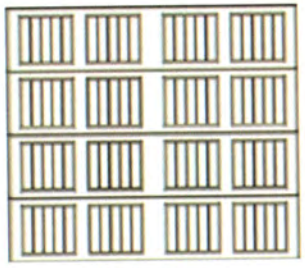

Ranch


Sonoma

Window Options:

Stockbridge

Clear III

Stockton III

Clear (1/8" standard)

Satin Etched

CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

PUBLIC HEARING: Ordinance Amending Chapter 32 of the Zoning Ordinance Pertaining to Driveway Width Special Exception

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Minute motion approving the enclosed ordinance amending Section 11-32-060 A.1, of the Zoning Ordinance, subject to all applicable Farmington City ordinances and standards and include Findings for Approval 1-4.

GENERAL INFORMATION:

See enclosed staff report prepared by Meagan Booth, Associate Planner.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Meagan Booth, Associate Planner

Date: October 6, 2020

SUBJECT: **Zone Text Amendment—Driveway Width to be reviewed as a Special Exception vs. Conditional Use by the Planning Commission**

RECOMMENDATION:

1. Hold a public hearing; and

2. Move that the Council City Council City Council approve the enclosed ordinance amending Section 11-32-060 A.1. of the Zoning Ordinance, subject to all applicable Farmington City ordinances and standards.

Findings:

1. The amendment supports the purpose of a Special Exception as an adjustment to a fixed dimension standard permitted in the Zoning Ordinance.
2. The special exception provides the necessary discretion for such matters whereas the conditional use process does not.
3. The amendment gives express authority to the Planning Commission to grant a request for additional driveway width.
4. When determining if additional driveway width should be approved, the Special Exception approval standards better represent criteria that should be considered by the Planning Commission including use, construction, character, location, landscaping, screening, parking and whether or not the a lot or parcel is of sufficient size to accommodate the special exception.

BACKGROUND

Recently, the city has received several conditional use applications for the construction of additional driveway width and associated curb cuts. Conditional use approval standards are regulated by Utah State Code, which provides discretion or say by the Planning Commission so long as conditions are applied to mitigate impacts. See Utah State Code 10-9a-507.

Single-family residential neighborhoods typically have roadway side treatments that include curb, gutter, sidewalk and park strip. If larger driveways become too pervasive, the character of the neighborhood often changes. For example, consider the standard driveway width for residential homes ranges from 9 feet to 24 feet. Single car driveways can be as narrow as 9 feet, or as wide as 12 feet. The City's off-street parking standards allow a width beyond what is typical. 11-32-060 states, "Residential driveways shall be not more than twenty feet (20') in width when serving as access to two (2) properly designated spaces, or thirty feet (30') in width when serving as access to three (3) properly designated parking spaces as measured at the front or side corner property line".

Staff is proposing this amendment to revise the process for these driveway requests. This amendment would revise the process from a conditional use application, to a Special Exception consideration under an approval from the Planning Commission. The purpose of a Special Exception is to allow an adjustment to a fixed dimension standard permitted in the Zoning Ordinance. A Conditional Use is defined as, "Uses, other than permitted uses, that may be allowed in a specific zone but requiring additional safeguards to maintain and assure the health, safety, morals and general welfare of the public and to maintain the character of the zone." The amendment is proposing the Planning Commission review additional driveway width as a Special Exception with the approval standards outlined in 11-3-045 E also attached.

The Planning Commission considered this request on August 20, 2020. The Commission held a public hearing and recommended the City Council approve the text amendment.

Supplemental Information

1. Enabling Ordinance

Respectfully Submitted

Meagan Booth

Meagan Booth
Associate Planner

Concur

Shane E. Pace

Shane Pace
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTER 32 OF THE FARMINGTON CITY ZONING ORDINANCE REVIEWING ADDITIONAL DRIVEWAY WIDTH AS A SPECIAL EXCEPTION BY THE PLANNING COMMISSION (ZT-13-20).

WHEREAS, the Planning Commission has held a public hearing in which the proposed Amendments for Chapters 32 of the Farmington City Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

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

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

Section 1. Amendment. Section 11-32-060 A. 1. of the Farmington City Municipal Code, regarding driveway widths is hereby amended to read in its entirety as follows:

> Residential driveways shall be not more than twenty feet (20') in width when serving as access to two (2) properly designated spaces, or thirty feet (30') in width when serving as access to three (3) properly designated parking spaces as measured at the front or side corner property line. "Properly designated parking spaces" shall include spaces in a garage, carport or on a parking pad located to the side of a dwelling and not located within the minimum front yard setback. Additional driveway width for access to a rear yard, for more than three (3) properly designated parking spaces, or for multiple-family residential developments, may be reviewed by the planning commission as a ~~conditional use (no fee shall be required)~~special exception. Residential driveways shall be designed at a width which is the minimum necessary to provide adequate access to designated parking spaces.

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 6th day of October 2020.

FARMINGTON CITY

_____

H. James Talbot, Mayor

ATTEST:

_____

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

PUBLIC HEARING: Ordinance Enacting 11-7-070 (J6) of the Zoning Ordinance regarding Reciprocal Access between Commercial Uses

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Motion to approve enclosed ordinance enacting 11-7-070 (J6) of the Zoning Ordinance regarding Reciprocal Access Between Commercial Uses.

GENERAL INFORMATION:

See enclosed staff report prepared by Meagan Booth, Associate Planner.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Meagan Booth, Associate Planner

Date: October 6, 2020

SUBJECT: **Zone Text Amendment-- 11-7-070 Reciprocal Access**

RECOMMENDATION:

1. Hold a public hearing; and

2. Move that the Council City Council approve the enclosed ordinance enacting 11-7-070 J. 6. Providing reciprocal access standards for commercial uses.

Findings:

1. Reciprocal Access is a way to establish a legal right to use shared areas between two or more property owners providing ingress and egress, and is a necessary change in the ordinance.
2. The amendment is consistent with language set for in zoning ordinances in other local municipalities.

BACKGROUND

The Planning Commission considered this request on September 3, 2020. The Commission held a public hearing and recommended the City Council approve the text amendment. Our City Manager, Shane Pace recognized the need for cross access as part of our site plan requirements and members of the DRC also supported the requirement. Reciprocal access, sometimes referred to as cross access provides vehicular access between two or more contiguous sites/land uses. This encourages connectivity, shared parking, and minimizes access points along the street and allows movement across multiple developments.

Supplemental Information

1. Enabling Ordinance

Respectfully Submitted

Meagan Booth

Meagan Booth
Associate Planner

Concur

Shane E. Pace

Shane Pace
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTERS 7 OF THE FARMINGTON CITY ZONING ORDINANCE REGARDING RECIPROCAL ACCESS BETWEEN COMMERICAL USES (ZT-15-20).

WHEREAS, the Planning Commission has held a public hearing in which the proposed amendment for Chapter 7 of the Farmington City Zoning Ordinance was thoroughly reviewed and the Planning Commission recommended that this ordinance be approved by the City Council; and

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

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

Section 1. Enactment. Section 11-7-070 J. 6. of the Farmington City Zoning Ordinance is hereby enacted to read in its entirety as follows:

> Reciprocal Access: Provisions for reciprocal access and common driveways are required between all abutting developments in planned commercial centers and between abutting, separately owned commercial developments, unless not found to be practical by the Director in consultation with the City Engineer. This will provide for a continuous flow of vehicles from one parking lot to another and prevent the need for unnecessary ingress and egress to the public street.

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 6th day of October 2020.

FARMINGTON CITY

_____

H. James Talbot, Mayor

ATTEST:

_____

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

PUBLIC HEARING: Preliminary PUD Master Plan, Subdivision Schematic Plan, and Zone Change – Fiore Townhomes (S-12-20 and Z-10-20)

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Motion to approve the Preliminary PUD Master Plan and Subdivision Schematic Plan for the Fiore Town homes Planned Unit Development (PUD)

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: October 6, 2020

SUBJECT: **Preliminary PUD Master Plan, Subdivision Schematic Plan, and Zone Change—Fiore Townhomes (S-12-20 and Z-10-20)**

RECOMMENDATION:

1. Hold a public hearing.

2. Move the City Council:

   a. Approve the Preliminary PUD Master Plan and Subdivision Schematic Plan for the Fiore Townhomes Planned Unit Development (PUD) subject to:

      i. Establishing setbacks which result from the building placement as depicted on the proposed master plan; and
      ii. The applicant must show to the satisfaction of the City Engineer prior to consideration by the City of a preliminary plat that storm water from the project may be detained on-site and/or discharged off site; and

   b. Not rezone the property from AE to R-8 or adopt the ordinance enabling the PUD overlay until the Final PUD Master Plan has been approved for the project.

Findings (established by the Planning Commission on 9/17/20 based on Section 11-27-060 of the Zoning Ordinance):

1. The Layout will provide a more pleasant and attractive living environmental that the conventional development (per the 1998 Development Agreement). Due to the residential nature of the surrounding area, the architectural design of the townhomes, landscaping and screening would be more integrated and cohesive with their surroundings than other possible commercial uses like convenience stores, storage unit sites, or small professional office sites (as proposed in the original DA). Further architectural review for these townhomes will be considered in the SPARC with planning commissioners and City Council members.

Townhomes present an acceptable non-commercial use for the location because the 1998 development plan, which identified commercial uses on this corner, did not envision a major commercial complex, just a few blocks east of the site. Now the possibility of a thriving business on the 2.65-acre property is more remote due to the market attraction of Station Park.

The townhomes will be "for sale" dwellings, which may result in a good niche/match for the local housing market.

2. In consideration of adjacent property, there may be no detriment to the surrounding residential area. The developer has proposed a use less intense than a commercial use in the form of residential townhome units. The reason for this being that although the DA was approved in 2000 to provide more convenient business uses to the surrounding sprouting subdivisions, there is no longer a need for such commercial usage with the advent of the nearby Station Park. In keeping with the singularly residential tone of the area, the developer proposes for sale townhomes.

   Furthermore, directly adjacent to the proposal site is Farmington Greens PUD Phase 2A. A portion of this phase specifically is defined by detached townhome style dwelling units, on an average of 0.10 acre per unit. Lot widths in this phase are no greater than 45 feet.

   Additionally, the addition of just two proposed access points is far more beneficial to the area than the potential of multiple single-family dwellings with individual driveway access points on the busy 1525 W and Clark Lane intersection. This intersection is far busier than when the original development agreement was approved in 1998. This increase in traffic intensity is fueled by West Farmington residential proximity to business in Station Park and new schools east of this area. Potential professional office, conveniences stores and similar business uses would only increase daytime traffic in this area, whereas townhomes may not significantly increase traffic more than other residential uses. The possibility of bright lighting, signage and a potential traffic light further supports development of the site as R-8 residential, rather than commercial. In consideration of other uses, the developer has predicted that other commercial uses are no longer viable in this predominately residential area, and therefore proposes townhomes.

3. The efficiency of this proposal is more than that of a conventional development permitted in the AE zone and is similarly more efficient (in the context of the neighborhood) than other commercial uses like professional offices, storage units, convenience stores or the non-viable gas station use. This because for-sale townhomes are a long-term use with the assurance of property upkeep, slower property turnover and the general predictability of a residential use. As previously

mentioned, other commercial uses would prefer Station Park or other commercial hubs in Farmington, closer to beneficial visibility near other businesses and traffic. It may not be efficient in the context of neighborhood traffic to introduce higher daytime traffic volume drawn to any business on this already busy corner. If the goal is to maintain a rural feel, placing something other than residential here would draw intensity further west.

4. As compensation for increased density on this site, the developer has entered into agreement with the city and submitted to Planning Commission and City Council oversite for better site design. The City gains input into development, and in turn, the public gains opportunity to input their opinion. This site provides a small amount of common open space.

5. It is reasonable to assume that hazards will not be increased by the addition of townhomes on this site. In previous findings, traffic hazards were discussed to potentially increase with individual driveway access points on one hand, and increased daytime traffic attracted by commercial uses on the other. With a townhome use, neither of these alternatives is necessary, and instead any increase in traffic would be added to the already residential traffic occurring. Walkability would suffer if a pedestrian or child had to compete with auto ingress and egress from single-family driveways or parking lots, or cars frequenting a storage unit site, gas station, convenience store or professional offices.

   A recommendation for approval of the preliminary PUD Master plan should also include a recommendation for deviations from underlying zone requirements. The developer is deviating from the underlying zone with setbacks, and possible building heights and lot coverage.

BACKGROUND

In 2000, the City entered into a development agreement with Golden Meadows Properties for the development of the Farmington Greens PUD Subdivision. In that PUD master plan and development agreement, the subject property was determined to be "Commercial Support and Services" and further defined under Recital B of the development agreement as: "Developer's project shall be known as Farmington Greens, a planned unit development (the "Project"), which shall consist of up to but not to exceed 176 lots or dwelling units, plus approximately three acres of commercial property as more particularly shown on the preliminary development plan previously approved by the City Council on October 7, 1998." Beyond this one sentence, there is no further description on what types of commercial uses are allowed on this commercial property.

About 19.5 years after the City approved the preliminary development plan for the site, the City received an application to develop the property . . .. a self-storage/retail facility . . .. and the

Planning Commission considered the same on February 8, 2018. Thereafter, the City Council did not deny the use, but determined that the proposed setbacks, among other things, which deviated from the standards of the underlying zone, placed the buildings to close to the street at this location. A year (11 months) prior to this, the same developer met with some residences/ property owners in the neighborhood to get their input about possible uses for the site.

Timeline—1998 to 2019 (Before the Fiore PUD Application)			
Application/Request	Result	By	Date
Farmington Greens Preliminary Development Plan	o Approved by City Council	CC	10/7/98
Development Agreement	o City Council	Date on agreement: 7/19/2000	
Neighborhood Mtg	o City emails show that a neighborhood meeting may have been held by a representative of the owner to discuss development alternatives for the property including apartments (in two buildings) or a convenience/fuel sales store (i.e. a Maverick)	April, 2017	
Farmington Greens PUD Master Plan Amendment Application—Self Storage	o Recommendation by Planning Commission o Tabled by City Council o City denied request to amend Farmington Greens PUD set back and other standards related to the 2.65-acre site [note: The Council did not deny the proposed land use].	PC CC CC CC	2/8/18 3/6/18 3/5/19 3/19/19
Application—Self-Storage Units	o Applicant begins preparing a revised application for self-storage units, but never submitted it to the City.	Late Spring/Early Summer 2019	

Now the same developer is proposing 30 townhomes for the site and is requesting that the City rezone the property from AE (PUD) to initially BR (PUD). The BR (Business Residential) zone was originally thought to be more consistent with the existing "commercial" designation, but the Planning Commission recommended "R-8" at their September 17, 2020 meeting because the primary non-residential use allowed in this zone is office, and the Commission determined that an office use, in the event the townhomes may not occur, is more compatible with the surrounding neighborhood than some of the commercial uses set forth in the BR zone.

Supplemental Information

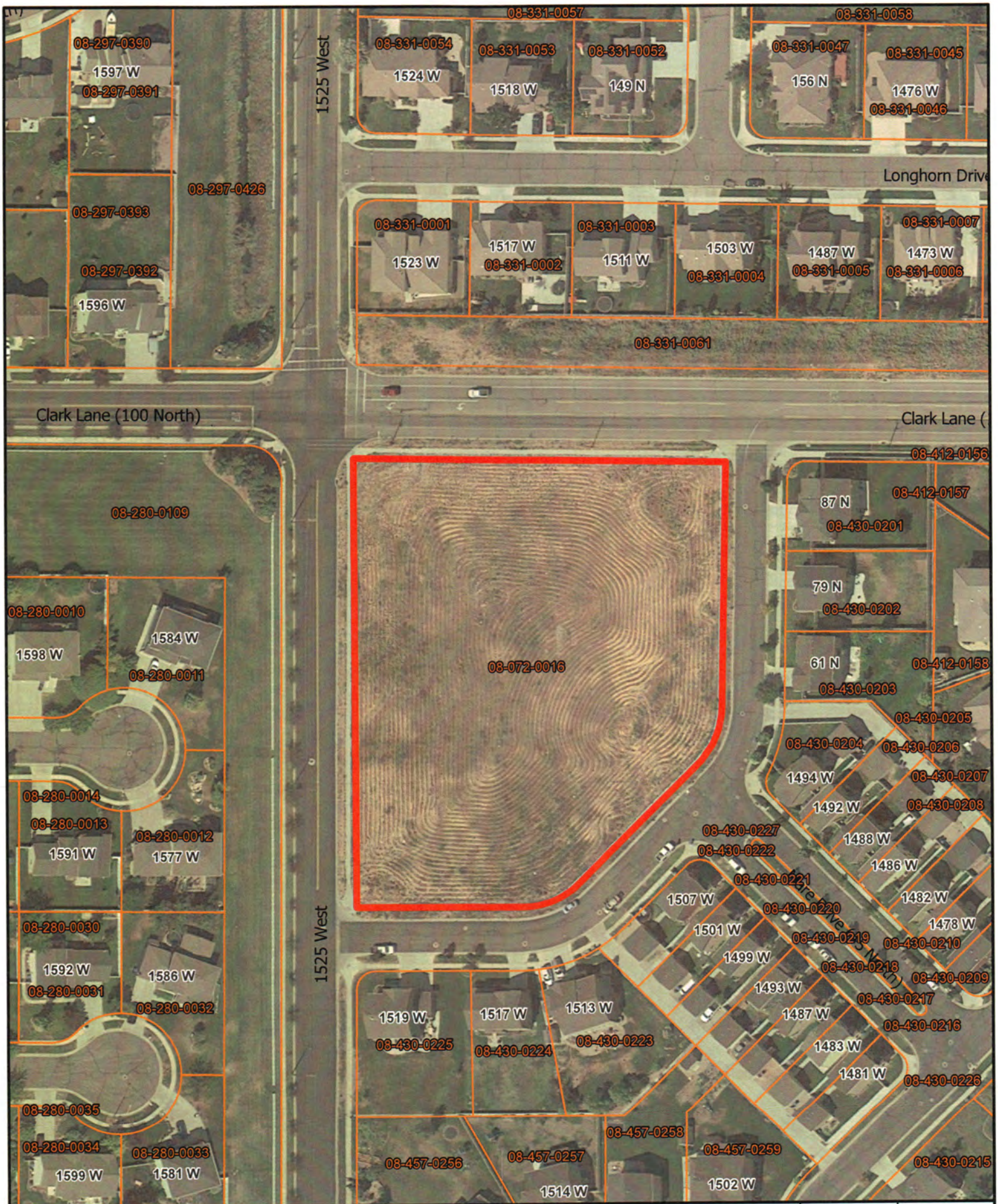
1. Vicinity Map
2. Farmington Greens Development Agreement (pg. 1-3), and 1998 Development Plan
3. Fiore Preliminary PUD Master Plan and Subdivision Schematic Plan
4. Fiore Proposed Building Elevations
5. Fiore Landscape Information

Respectfully Submitted

Dave Petersen
Community Development Director

Concur

Shane Pace
City Manager



FARMINGTON

VICINITY MAP

Fiore Townhomes Zoning

0 50 100 150 200 Feet

0 10 20 30 40 Meters

N W FC E S

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.

S 170

S½ 23 3N-1W

08-074-0001

DEVELOPMENT AGREEMENT
FOR
FARMINGTON GREENS (PUD)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 19 day of July, 2000, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **CLAIMS, INC.**, a Utah corporation, hereinafter referred to as the "Developer."

E 1624058 B 2713 P 1180
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 NOV 14 1:03 PM FEE 170.00 DEP MEC
REC'D FOR FARMINGTON CITY CORP

RECITALS:

A. Developer owns or is acquiring approximately 98.3 acres of land located within the City, which property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

B. Developer or its predecessors have filed an application with the City for approval of Developer's project on the Property as a planned unit development. Developer's project shall be known as Farmington Greens, a planned unit development (the "Project"), which shall consist of up to but not to exceed 176 lots or dwelling units, plus approximately three acres of commercial property as more particularly shown on the preliminary development plan previously approved by the City Council on October 7, 1998.

C. The Property is presently zoned under the City's zoning ordinance as AE. Except as expressly modified by the approved PUD application, the Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

D. The Project will be developed as a planned unit development. The City has included in this Agreement various conditions that must be satisfied in order to allow development of the Project.

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements for design and development of the Property and the Project in addition to those contained in the City's Laws.

AGREEMENT

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

S½ 23 3N-1W

08-074-0001

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FOR
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B. Developer or its predecessors have filed an application with the City for approval of Developer's project on the Property as a planned unit development. Developer's project shall be known as Farmington Greens, a planned unit development (the "Project"), which shall consist of up to but not to exceed 176 lots or dwelling units, plus approximately three acres of commercial property as more particularly shown on the preliminary development plan previously approved by the City Council on October 7, 1998.

C. The Property is presently zoned under the City's zoning ordinance as AE. Except as expressly modified by the approved PUD application, the Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

D. The Project will be developed as a planned unit development. The City has included in this Agreement various conditions that must be satisfied in order to allow development of the Project.

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements for design and development of the Property and the Project in addition to those contained in the City's Laws.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

E 1624058 B 2713 P 1181

2. **Development Plan.** The Developer shall develop the Project on the Property as a planned unit development in phases as residential lots or dwelling unit sites with approximately three acres of commercial property in accordance with the approved final development plan, which plan is attached hereto as Exhibit "B" and by this reference is made a part hereof (the "Development Plan") and the sample elevations and residential setback requirements attached hereto as Exhibits B-1 and B-2 respectively and by this reference made a part hereof. Any change proposed for the Development Plan must be approved by the City before becoming effective. The Farmington City Council shall receive a recommendation from the Planning Commission before approving any amendments.

3. **Plats and Site Plans.** A subdivision plat and/or site plan where appropriate for each phase of the Project will be required for approval by the City. All phases of the Project receiving final plat and/or site plan approval must be developed in strict accordance with the approved final plat and/or site plan for that phase. No amendments or modifications to the final plat and/or site plan for any phase shall be made by the Developer without the written approval of the City being first obtained. Nothing contained herein shall be construed as granting final plat and/or site plan approval to the Developer for any portion of the Project.

4. **Development of the Project.** The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. Compliance with City Laws and Development Standards. The Project and all portions thereof shall be developed in accordance with the City's Laws, the Development Plan and the approved final plats and site plans, and this Agreement.

b. Streets and Related Improvements.

i. Developer will construct and/or improve and dedicate to the City the streets shown on final subdivision plats and/or site plans for the Project. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements. Prior to construction, plans and specifications shall be reviewed and approved by the City Engineer.

ii. Developer shall post a bond acceptable to the City for and fully improve one-half (½) of the 1525 West Street right-of-way the entire distance that such right-of-way runs adjacent to the western boundary of the Property prior to recordation of the final plat of each phase abutting 1525 West Street. Improvements for 1525 West Street shall include, but are not limited to, curb and gutter, asphalt, road base, sidewalk or trail on the east side and all related underground public improvements and utilities. Construction of 1525 West shall occur concurrently with

the construction of improvements in 1525 West by the developer of Farmington Ranches (the "Farmington Ranches Developer").

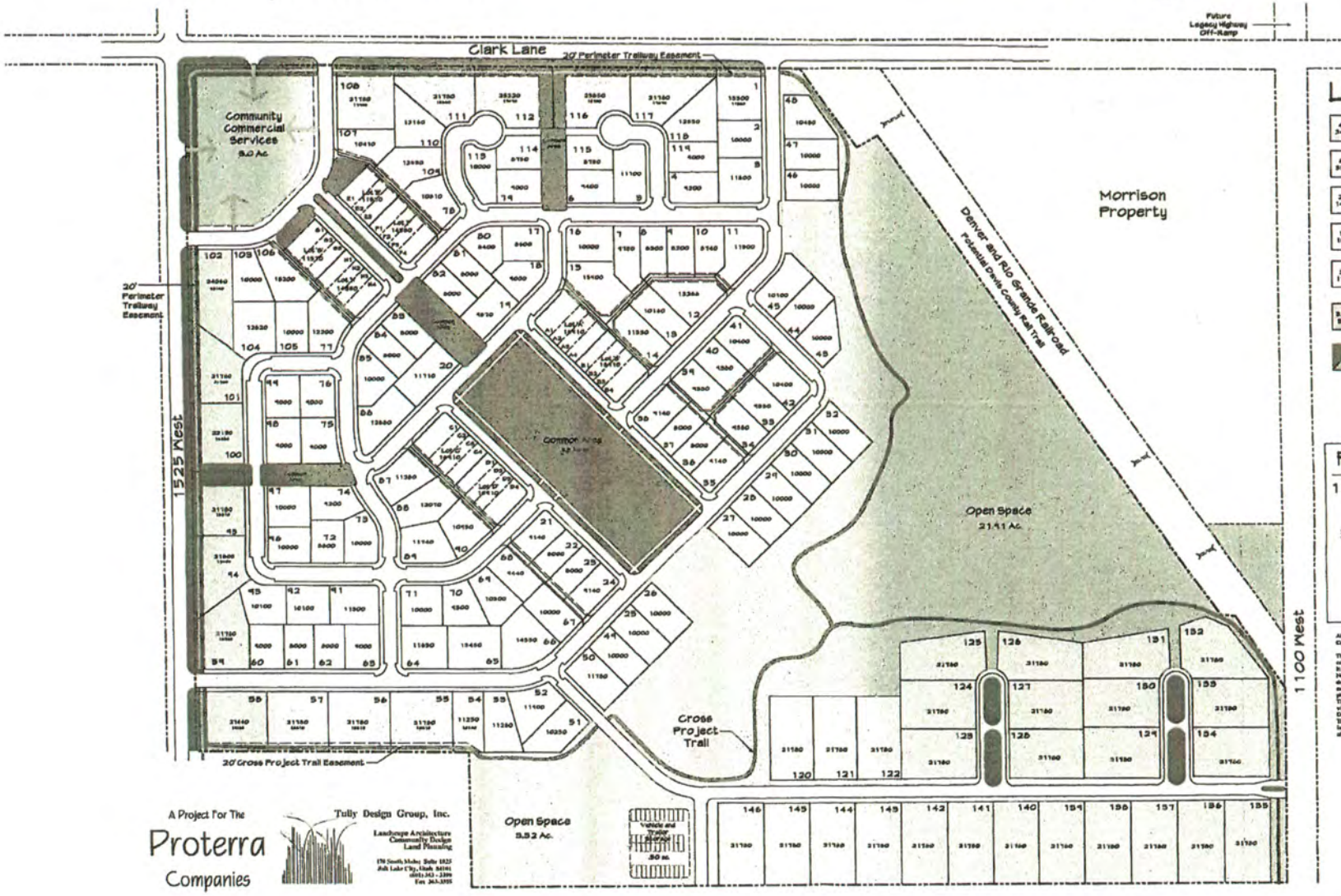
E 1624058 B 2713 P 1182

iii. In cooperation with the Farmington Ranches Developer, Developer shall fully improve the entire Clark Lane right-of-way from the point where said right-of-way intersects with the projected eastern-most boundary of Farmington Greens to the western boundary of 1100 West Street right-of-way. Developer's cost participation in the foregoing shall be limited to twenty-four and three-tenths percent (24.3%). Said improvement of Clark Lane shall be commenced after the City completes the installation of the water loop lines required for the Project pursuant to section 4(e)(iii) herein. The City shall enter into a written agreement with the Farmington Ranches Developer requiring said developer to pay seventy-five and seven-tenths (75.7%) of the cost of all the Clark Lane improvements described above. Developer's share of the cost of the Clark Lane improvements described in this subparagraph shall be paid by the Developer at the time of construction. The City will subsequently reimburse Developer's share of the cost of paving (including sub-grade and base preparation) the center fifteen (15) feet of that portion of Clark Lane described herein on a pro rata basis to the Developer and the Farmington Ranches Developer from traffic impact fees as the same are received by the City (the "Clark Lane Reimbursement Amount") pursuant to a reimbursement agreement to be entered into between the Developer and the City contemporaneously herewith. Contemporaneously herewith, the City and Developer shall enter into a pioneering agreement in the form attached hereto as Exhibit "C," which pioneering agreement shall provide for the reimbursement of Developer for a portion of the cost of the Clark Lane improvement costs by landowners adjoining the applicable portions of Clark Lane when and as such landowners develop their respective properties.

iv. Developer shall dedicate on the basis of One Dollar ($1.00) per square foot to the City seven (7) feet of an 80-foot right-of-way of the Clark Lane right-of-way for the entire distance that such right-of-way runs adjacent to the northern boundary of the Property. The City will reimburse Developer for the fair market value of the seven feet pursuant to a reimbursement agreement between the parties. Developer further agrees to prepare and execute if necessary right-of-way dedication plats and/or subdivision plats for the Clark Lane dedications pursuant to the requirements contained herein. The dedication plats shall be recorded concurrently with the final plat of each respective phase of the Project. Developer shall fully improve the Clark Lane right-of-way including top back of curb on the south side to top back of curb on the north side the entire distance that such right-of-way runs adjacent to the northern boundary of the Property prior to recordation of the final plat of each phase abutting Clark Lane. Improvements for Clark Lane shall include, but are not limited to, curb and gutter on both the north and south sides of Clark Lane, fifty-two (52) feet of paving asphalt, sidewalk or trail on the south side, and all related underground public improvements and utilities including, but not limited to, storm drain piping and improvements. Developer shall post a bond acceptable to the City for the above-described improvements. The City will reimburse Developer from

Development Plan

Farmington Greens



LEGEND

- 43 / 34% — Equestrian Lot Homes 21780 s.f. and larger
- 60 / 35% — Large Lot Single Family 10000 - 21000 s.f.
- 24 / 14% — Medium Lot Single Family 9000 - 10000 s.f.
- 18 / 10% — Medium Lot Single Family 8000 - 9000 s.f.
- 30 / 17% — Village Home Lots 11500 - 16950 s.f.
- 3.5 ac. / 3.6% — Community Support and Commercial Services
- Common Areas
- 25.2 ac. / 25.7% — Open Space / Common Area

Project Density

176 Homes on 98.3 Acres
1.8 Homes / Acre
32.0 Acres Open Space
33 % Open Space
3.5 Acres Services
3.6 % Services

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STATE OF UTAH
GERARD P. TULLY
104267
LICENSED LANDSCAPE ARCHITECT

North

0' 50' 100' 200'

Scale : 1" = 100'

March 25, 1998 ©
Revised Lot Layout - 10-14-98
Revised Details - 1-3-99
Revised Colors & Definition - 6-20-00

A Project For The
Proterra Companies

Tully Design Group, Inc.
Landscape Architecture
Community Design
Land Planning

170 South Main, Suite 1825
Salt Lake City, Utah 84101
(801) 363 - 2399
Fax 363-3555

RECEIVED JUL 0 5 2000

E 1624 08 B 2713 P 1205

FIORE PUD PRELIMINARY

PREPARED FOR:
GARBETT HOMES
LOCATED IN:
FARMINGTON, UTAH

VICINITY MAP

SITE MAP

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.

2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3. ALL CONSTRUCTION SHALL ADHERE TO FARMINGTON CITY & CENTRAL DAVIS SEWER DISTRICT STANDARD PLANS AND SPECIFICATIONS.

4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

3. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

4. ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR, DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: JACKSON WATERS
SURVEY MANAGER: SPENCER LLEWELYN

OWNER/DEVELOPER
GARBETT HOMES
273 N. EAST CAPITOL STREET
SALT LAKE CITY, UTAH 84103
(801) 456-2460
CONTACT: JACOB HALLSTADT

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

N
S

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

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MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

THOMAS M. ROMNEY
8/21/20
STATE OF UTAH

FOR REVIEW

FIORE PUD PRELIMINARY
FARMINGTON, UTAH
COVER

REVISION BLOCK		
#	DATE	DESCRIPTION
0	---	---
1	---	---
2	---	---
3	---	---
4	---	---
5	---	---

COVER

Scale: 1"=60' Drawn by: BMH
Date: 8/28/20 Job #: 20-0367
Sheet:
C1

FIORE P.U.D.

PRELIMINARY PLAT

LOCATED IN THE NW 1/4 & NE 1/4 OF SECTION 23, T3N, R1W,
SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

VICINITY MAP
N.T.S

LEGEND

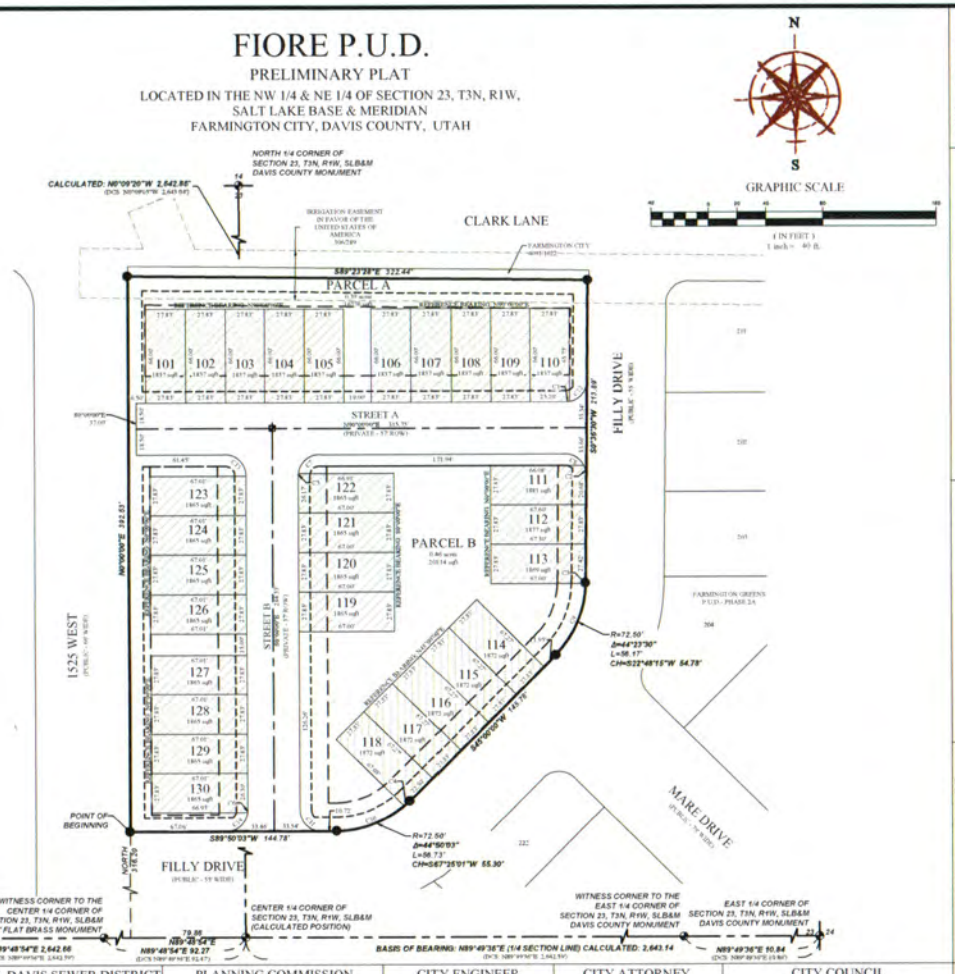
BOUNDARY
SECTION LINE
EASEMENT
RIGHT-OF-WAY LINE
BUILDING SETBACK
EXISTING PROPERTY LINE
SECTION MONUMENT (FOUND)
STREET MONUMENT (TO BE SET)
BOUNDARY MARKERS
PRIVATE AREA

NOTES

1. #5 REBAR AND CAP (FOCUS ENGINEERING) TO BE SET AT ALL PROPERTY CORNERS.
2. ALL BUILDING WALLS ARE PARALLEL WITH, PERPENDICULAR TO, OR AT 45° ANGLE TO REFERENCE BEARING SHOWN ON BUILDING
3. ALL AREAS ARE COMMON AREAS AND FACILITIES EXCEPT AS OTHERWISE SPECIFICALLY DESIGNATED.
6. ALL COMMON AREA/PRIVATE R.O.W., TO SERVE AS PUBLIC UTILITY EASEMENTS
7. ALL COMMON AREAS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	89°56'26"	2.35	S84°45'57"W	2.34
C2	15.00	29°23'35"	7.34	S17°54'18"E	7.35
C3	72.50	0°51'01"	1.41	S09°46'17"W	0.41
C4	72.50	4°13'09"	5.34	S47°56'54"W	5.34
C5	15.00	4°22'46"	1.47	N89°31'53"E	1.46
C6	15.00	5°53'09"	1.54	S02°58'09"W	1.54
C7	15.00	83°57'14"	21.85	N48°11'21"E	20.00
C8	15.00	42°01'55"	16.28	S58°54'51"E	15.49
C9	72.50	44°04'57"	55.76	S22°58'52"W	54.40
C10	72.50	49°36'54"	51.39	S46°31'54"W	50.52
C11	15.00	49°06'57"	23.61	S85°06'58"W	22.24
C12	15.00	78°13'49"	20.65	S49°56'26"W	19.06
C13	15.00	89°39'00"	23.56	S45°09'58"E	21.23
C14	15.00	83°57'01"	21.98	S47°31'01"W	20.08



SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

Date

FOR REVIEW ONLY

BOUNDARY DESCRIPTION

A portion of the NW1/4 & NE1/4 of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian, Farmington, Utah, more particularly described as follows:

Beginning at a point on the northwest corner of FARMINGTON GREENS P.U.D. Subdivision Phase 2A, according to the Official Plat thereof on file in the Office of the Davis County Recorder, said point also being on the North line of Filly Drive, located S89°48'34"E along the ¼ Section line 79.86 feet and North 316.20 feet from the Center ¼ Corner of Section 23, T3N, R1W, SLB&M; thence North 392.53 feet to a point on the South line of that Real Property described in Deed Book 4091 Page 1622 of the Official Records of Davis County; thence S89°23'28"E along said deed 322.44 feet to the northwest corner of FARMINGTON GREENS P.U.D. Subdivision Phase 2A, according to the Official Plat thereof on file in the Office of the Davis County Recorder, said point also being on the West line of Filly Drive; thence along said Plat following 5 (five) courses and distances: S0°34'30"W 213.89 feet; thence Southeasterly along the arc of a 72.50 foot radius curve to the right 56.17 feet through a central angle of 44°23'30" (chord: S22°48'15"W 54.78 feet); thence S45°00'00"W 145.78 feet; thence Westerly along the arc of a 72.50 foot radius curve to the right 56.73 feet through a central angle of 44°50'03" (chord: S67°25'01"W 55.30 feet); thence S89°50'03"W 144.78 feet to the point of beginning.

Contains 2.636 acres
30 Lots
2 Parcels

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT

FIORE P.U.D.
PRELIMINARY PLAT

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO FARMINGTON CITY, DAVIS COUNTY, UTAH, ALL EASEMENTS AS SHOWN ON THIS PLAT AS PUBLIC UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY FARMINGTON CITY. PURSUANT TO UTAH CODE 10-9A-604(D) THE OWNER HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON, TO THE HOMEOWNERS ASSOCIATION.

SIGNED THIS _____ DAY OF _____, 20__

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN SAID STATE OF UTAH, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE _____ OF _____, A UTAH INC. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

OWNER/DEVELOPER
GARRETT HOMES
275 N. EAST CAPITOL STREET
SALT LAKE CITY, UTAH 84103
(801) 456-2460
CONTACT: JACOB BALLSTAEDT

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE, BUILD 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

BENCHLAND IRRIGATION	CENTRAL DAVIS SEWER DISTRICT	PLANNING COMMISSION	CITY ENGINEER	CITY ATTORNEY	CITY COUNCIL
APPROVED THIS ____ DAY OF _____, A.D., 20____, BY THE BENCHLAND IRRIGATION COMPANY.	APPROVED THIS ____ DAY OF _____, A.D., 20____ BY THE CENTRAL DAVIS SEWER DISTRICT.	APPROVED THIS ____ DAY OF _____, 20____, BY THE FARMINGTON CITY PLANNING COMMISSION.	APPROVED AS TO FORM THIS ____ DAY OF _____, A.D., 20____	APPROVED AS TO FORM THIS ____ DAY OF _____, A.D., 20____	PRESENTED TO THE FARMINGTON CITY COUNCIL THIS ____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
REPRESENTATIVE	REPRESENTATIVE	CHAIRMAN, PLANNING COMMISSION	FARMINGTON CITY ENGINEER	FARMINGTON CITY ATTORNEY	MAYOR ATTEST: CITY RECORDER

FOR REVIEW ONLY

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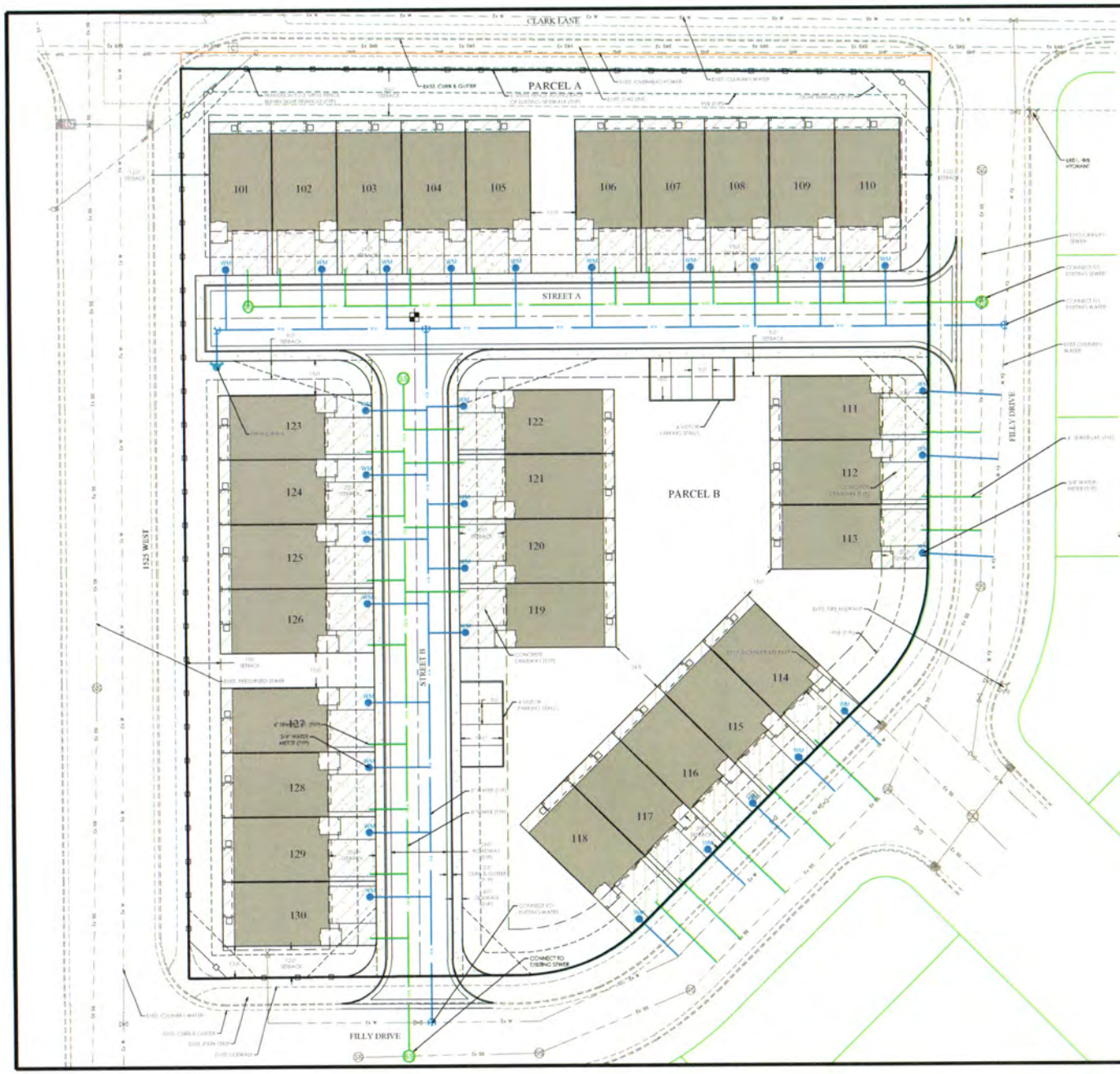
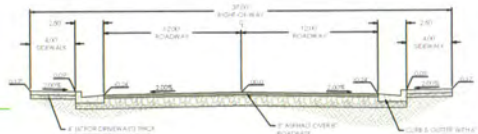


LEGEND

BOUNDARY
ROW
CENTERLINE
LOT LINE
EASEMENT
15" STORM DRAIN
8" SANITARY SEWER
8" CULINARY WATER
8" SECONDARY WATER
CONTOUR MAJOR
CONTOUR MINOR
EXIST. STORM DRAIN
EXIST. SANITARY SEWER
EXIST. CULINARY WATER
EXIST. FENCE
EXIST. CONTOUR MAJOR
EXIST. CONTOUR MINOR
SIGN
STREET LIGHT
SD MH, INLET, AND COMBO
SEWER MANHOLE
CULINARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND
WATER BLOW-OFF
FIRE HYDRANT
STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT
EXIST. SD INLET & MH
EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT
SPOT ELEVATION

SITE TABULATIONS:

TOTAL AREA:	114,444 SQ.FT.	100%
ROADWAY AREA:	21,805 SQ.FT.	19.1%
BUILDING AREA:	55,740 SQ.FT.	48.7%
OPEN SPACE:	36,899 SQ.FT.	32.2%



37' PRIVATE ROAD

N
S

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

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

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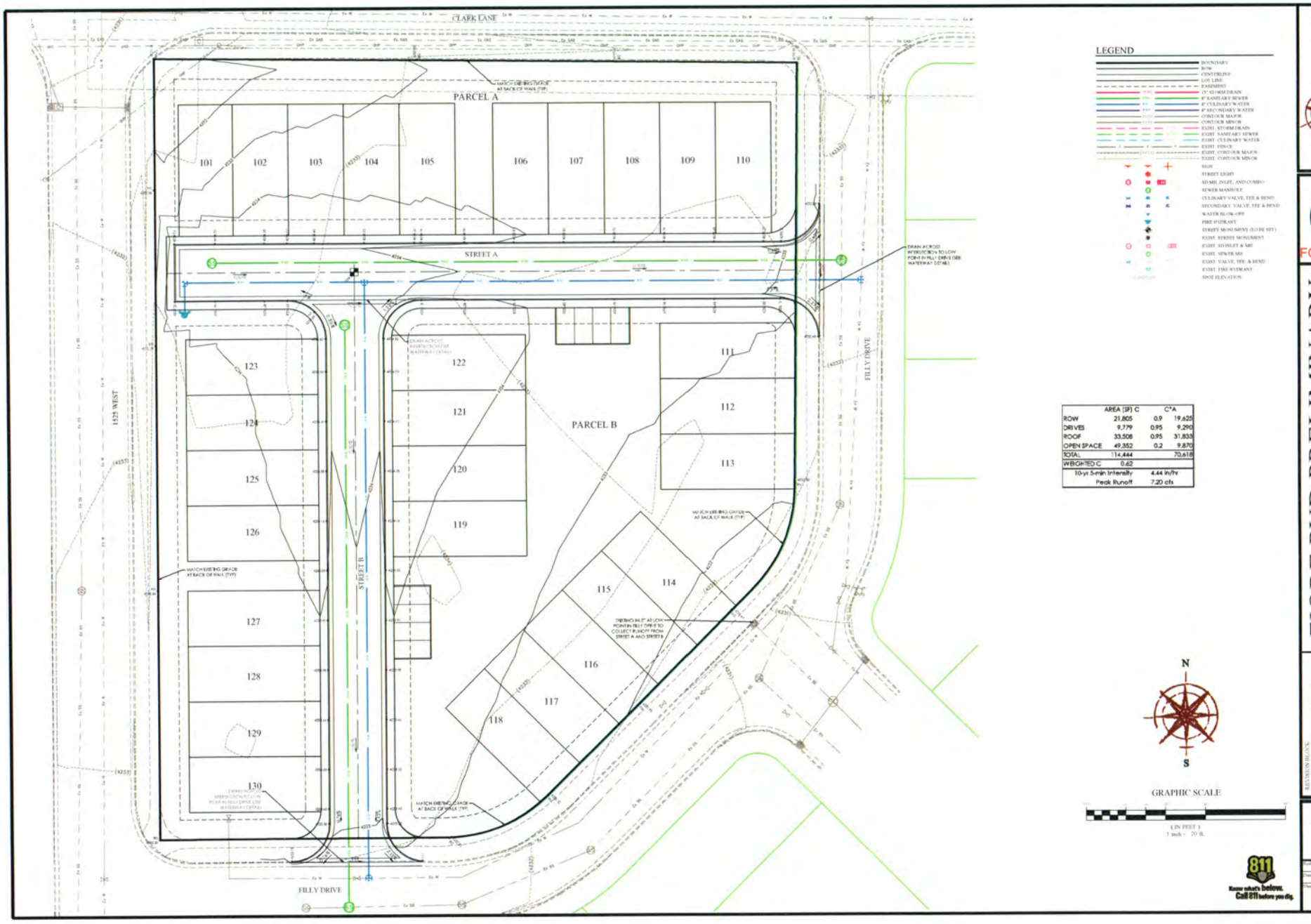
ENGINEERING AND SURVEYING, LLC
FOR REVIEW

FIORE PUD PRELIMINARY
FARMINGTON, UTAH
SITE PLAN

REVISIONS/ISSUE	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

SITE PLAN

Scale: 1"=20' | Drawn: JMH
Date: 8/28/20 | Job #: 20-0367
Sheet: C3



	AREA (SF)	C	C*A
ROW	21,805	0.9	19,625
DRIVES	9,779	0.95	9,290
ROOF	33,508	0.95	31,833
OPEN SPACE	49,352	0.2	9,870
TOTAL	114,444		70,618
WEIGHTED C	0.62		
10-yr 5-min Intensity		4.44 in/hr	
Peak Runoff		7.20 cfs	

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

LICENSED PROFESSIONAL ENGINEER
THOMAS M. ROMNEY
9/21/21
STATE OF UTAH

FOR REVIEW

FIORE PUD PRELIMINARY

FARMINGTON, UTAH

GRADING & DRAINAGE PLAN

REVISION BLOCK	DATE
1	
2	
3	
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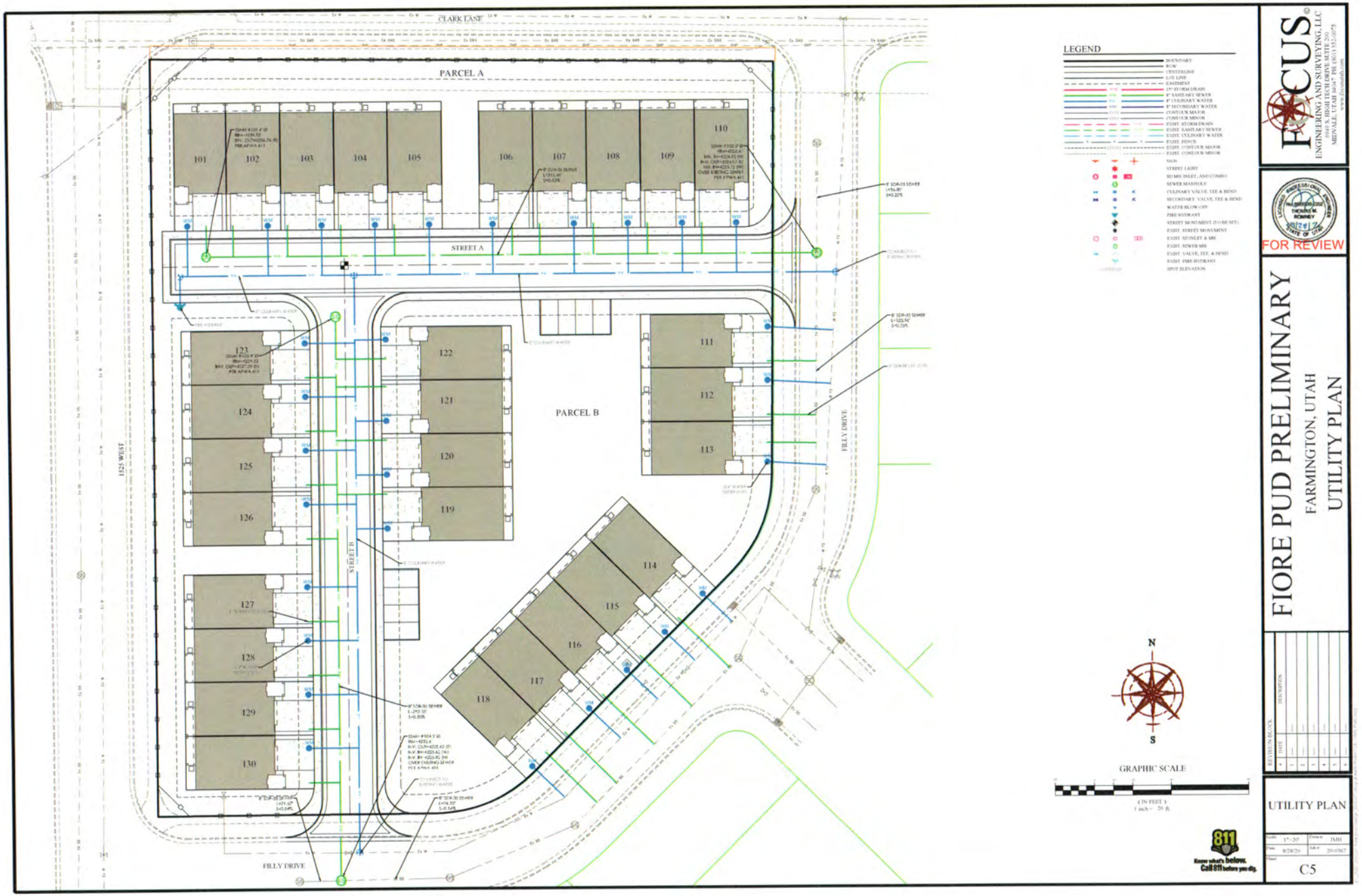
5	
6	

GRADING & DRAINAGE PLAN

Scale: 1"=20' | Drawn: JMH
Date: 8/28/20 | Job #: 20-0367
Sheet: C4

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



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LICENSED PROFESSIONAL ENGINEER
THOMAS M. ROMNEY
8/28/20
STATE OF UTAH

FOR REVIEW

FIORE PUD PRELIMINARY

FARMINGTON, UTAH

UTILITY PLAN

REVISION BLOCK						
#	DATE	DESCRIPTION				
1						
2						
3						
4						
5						
6						

UTILITY PLAN

Scale	1" = 20'	Drawn by	IMH
Date	8/28/20	Job #	20-0367
Sheet	C5		

WATERWAY

NOTES:

1. UNTREATED BASE COURSE: PROVIDE MATERIAL SPECIFIED IN APWA SECTION 32 11 23. DO NOT USE GRAVEL OR RIVER ROCK. PLACE PER APWA SECTION 32 05 10. COMPACT PER APWA SECTION 31 23 26 TO A MODIFIED PROCTOR DENSITY OF 95-PERCENT OR GREATER, MAXIMUM LIFT THICKNESS IS 8-INCHES AFTER COMPACTION.

2. CONCRETE: CLASS 4000 PER APWA SECTION 03 30 04.
   A. IF NECESSARY, PROVIDE CONCRETE THAT ACHIEVES DESIGN STRENGTH IN LESS THAN 7 DAYS. USE CAUTION, HOWEVER, AS SHRINKAGE CRACKS DEVELOP IF AIR TEMPERATURE EXCEEDS 90 DEGREES F.
   B. PLACE PER APWA SECTION 03 30 10.
   C. UNLESS SHOWN OTHERWISE, PROVIDE 1/2 INCH RADIUS ON CONCRETE EDGES EXPOSED TO PUBLIC VIEW.
   D. APPLY A CURING COMPOUND PER APWA SECTION 03 35 00 OR USE AN ACCEPTABLE ALTERNATE CURING METHOD

3. EXPANSION JOINTS: FULL DEPTH 1/2 INCH THICK TYPE F1 JOINT FILLER MATERIAL PER APWA SECTION 32 13 73. SET TOP OF FILLER FLUSH WITH SURFACE OF CONCRETE.

4. CONTRACTION JOINTS: MAKE CONTRACTION JOINTS VERTICAL, AT LEAST 1/8 INCH WIDE, AND 2 INCHES DEEP OR 1/4 SLAB THICKNESS IF THE SLAB IS GREATER THAN 8 INCHES THICK.

5. REINFORCEMENT: ASTM A 615, GRADE 60, GALVANIZED OR EPOXY COATED DEFORMED STEEL. SEE APWA SECTION 03 20 03 REQUIREMENTS

6. FINISH: BROOMED

7. PROTECTION AND REPAIR
   A. FILL FLOW-LINE WITH WATER. REPLACE CONSTRUCTION THAT DOES NOT DRAIN.
   B. PROTECT CONCRETE FROM DE-ICING CHEMICALS DURING CURING

8. WATERWAY USE MUST BE APPROVED

PLAN NO. 211 SP

Sanitary sewer manhole

1. **GENERAL**
   A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the manhole.
   B. Manhole size.
      1) Diameter is 4 feet: For sewers under 12" diameter.
      2) Diameter is 5 feet: For sewers 12" and larger, or when 3 or more pipes intersect the manhole.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   C. Concrete: Class 4000, APWA Section 03 30 04.
   D. Riser and Reducing Riser: ASTM C 478.
   E. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A 615.
   F. Grout: 2 parts sand to 1 part cement mortar, ASTM C 1329.
   G. Stabilization-Separation Geotextile: Moderate or high at CONTRACTOR's choice, APWA Section 31 05 19.

3. **EXECUTION**
   A. Foundation Stabilization: Get ENGINEER's permission to use a sewer rock or a granular backfill borrow in a geotextile wrap to stabilize an unstable foundation.
   B. Base Course Placement: APWA Section 32 11 23. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   C. Invert Cover. During construction, place invert covers over the top of pipe in manholes that currently convey sewerage. See Plan 412.
   D. Pipe Connections: Grout around all pipe openings.
   E. Pipe Seal: Install rubber-based pipe seals on all plastic pipes when connecting plastic pipes to manholes. Hold water-stop in place with stainless steel bands.
   F. Joints: Place flexible gasket-type sealant in all riser joints. Finish with grout.
   G. Adjustment: If the required manhole adjustment is more than 1'-0", remove the cone and grade rings and adjust the manhole elevation with the appropriate manhole section, the cone section, and the grade rings or plastic form to make frame and lid match finish grade.
   H. Finish: Provide smooth and neat finishes on interior of cones, shafts, and rings. Imperfect moldings or honeycombs will not be accepted.
   I. Backfill: Provide backfill against the manhole shaft. Pea gravel and recycled RAP aggregate is NOT ALLOWED. Water jetting is NOT allowed. Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.

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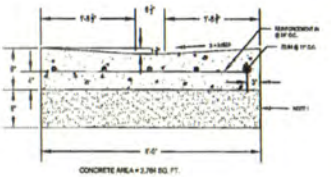


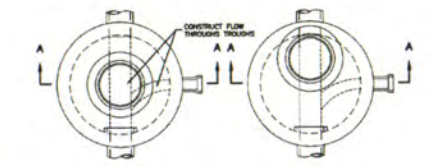
CONCRETE AREA = 3.784 SQ. FT.

* MICRO-SYNTHETIC FIBERS SHALL BE ADDED TO THE CONCRETE MIX DESIGN. MICRO-SYNTHETIC FIBERS SHALL SERVE TO REDUCE PLASTIC SHRINKAGE CRACKING, REDUCE WATER MIGRATION, AND DAMAGE FROM FREEZE/THAW AND IMPROVE DURABILITY. FIBERS SHALL CONFORM TO ASTM 1116/C 1116M, TYPE III FIBER REINFORCED CONCRETE AND SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS.

WATERWAY

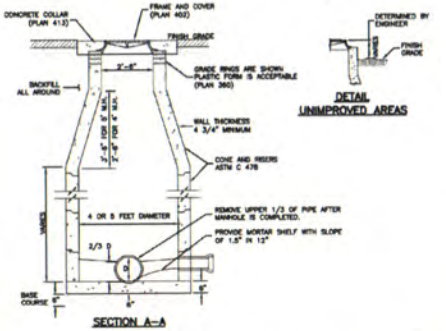
PLAN NO. 211 SP

REVISED 03/05/96



PLAN (CONCENTRIC RISER)

PLAN (ECCENTRIC RISER)



SECTION A–A

Sanitary sewer manhole

Plan 411

April 2011

213

FOCUS ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 250
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

LICENSED LANDSCAPE ARCHITECT — No. 6349802-5501 — STATE OF UTAH — THOMAS M. ROMNEY — 2021

FOR REVIEW

FIORE PUD PRELIMINARY

FARMINGTON, UTAH

DETAILS

REVISION BLOCK								
	DATE	DESCRIPTION						
1			3			5		
2			4			6		

DETAILS

Scale: 1"=20' | Drawn: JMH
Date: 8/28/20 | Job #: 20-0387
Sheet: D1

FIORE TOWNHOMES

FARMINGTON UTAH

27 AUG, 2020

Think
Architecture

SITE PLAN

PROJECT UNDERSTANDING

PROJECT Clarifications Needed

LAND USE SUMMARY

		ACRES (SQ. FT.)		SITE COVER %
SITE AREA		2.63 (114,562)		100%
UNITS PER ACRE		1.10 (47,796)		11.4
OPEN SPACE & LANDSCAPE				41.7%
PARKING/ROADS		0.43 (18,706)		16.3%
BUILDING FOOTPRINTS		0.88 (38,460)		33.6%
DRIVEWAYS		0.22 (9,600)		8.4%
UNIT TYPE	SF gross	TOTAL	%	REQ. PKG.
3 BEDROOM-01	1897	30	100%	60
TOTAL RESIDENTIAL		30	100%	60
PARKING PROVIDED		# STALLS		
PRIVATE GARAGES		60		
VISITOR STALLS (Driveways)		60		
TOTAL		120		

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Interior Design
Landscape Architecture
Land Planning
Construction Management
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Sandy, UT 84070
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FIORE
TOWNHOMES
- 1525 W. CLARK LANE
FARMINGTON, UTAH

FOR REVIEW - NOT FOR CONSTRUCTION

PROJECT NO. 20064
DATE: 27 AUG 2020
REVISIONS:

SHEET TITLE:
FIORE-TOWNS
SITE-PLAN-OPT-2

SHEET NUMBER:
A101.2

Think Architecture

FIORE TOWNHOMES

FARMINGTON UTAH

EXTERIOR VIEW - 4-PLEX

D201

27 AUG, 2020

Think Architecture

FIORE TOWNHOMES

FARMINGTON UTAH

EXTERIOR VIEW - 5-PLEX

D202

27 AUG, 2020

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FIORE TOWNHOMES

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EXTERIOR VIEW - 3-PLEX

D203

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EXTERIOR VIEW - BACKYARDS 1

D204

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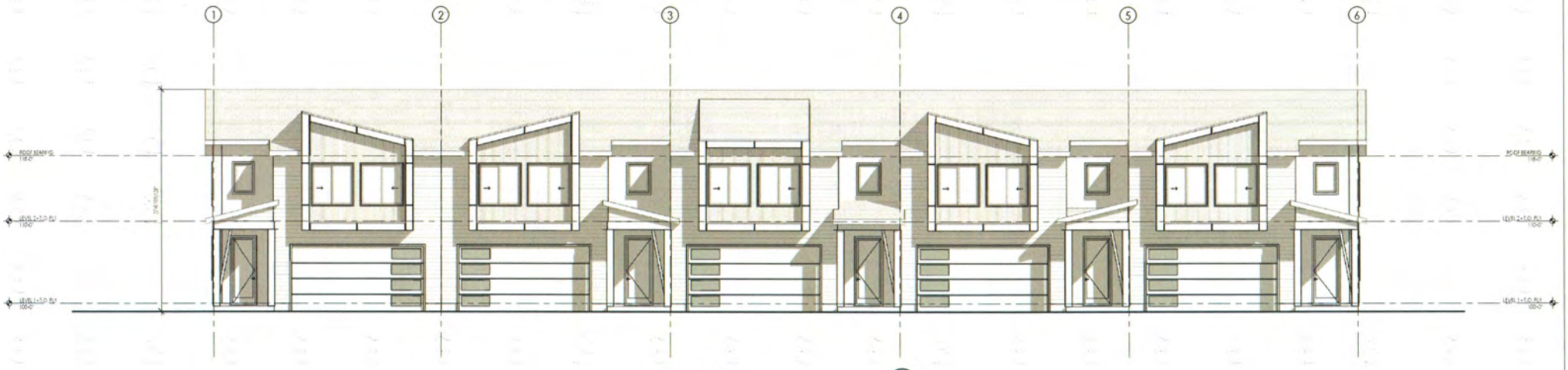
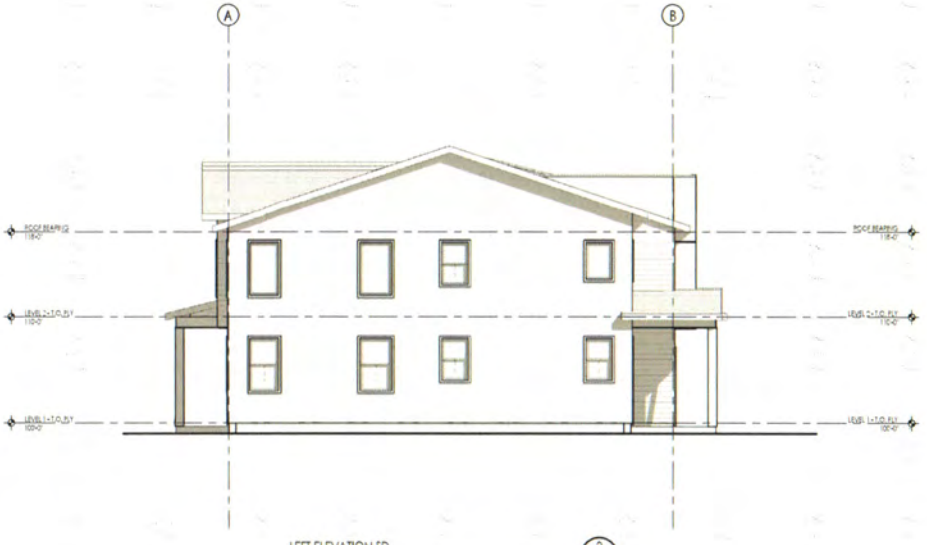
EXTERIOR VIEW - BACKYARDS 2

D205

27 AUG, 2020



FRONT ELEVATION SD



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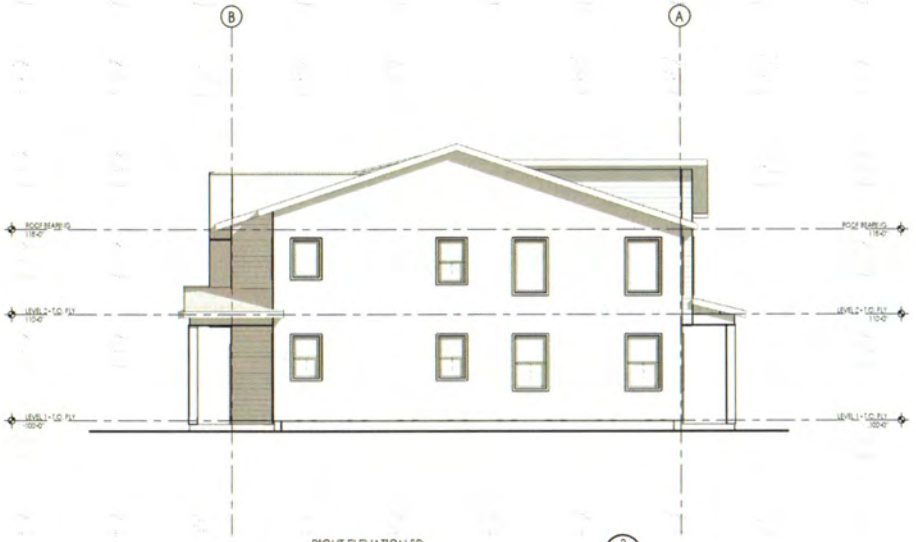


RIGHT ELEVATION SD

Think Architecture

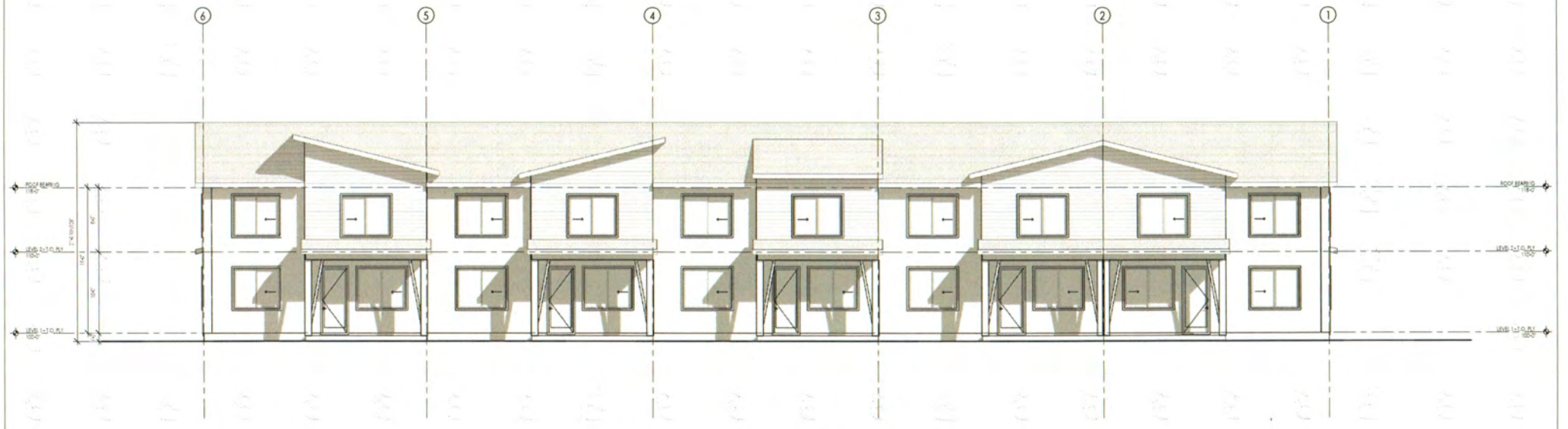
FIORE TOWNHOMES

FARMINGTON, UTAH

5-PLEX EXTERIOR ELEVATIONS

D301

27 AUG, 2020



REAR ELEVATION SD

Think Architecture

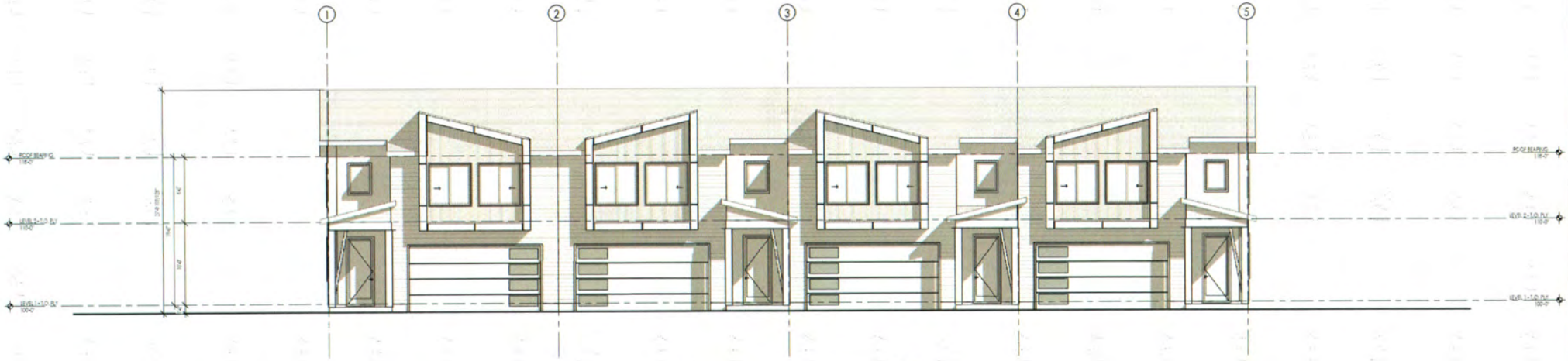
FIORE TOWNHOMES

FARMINGTON, UTAH

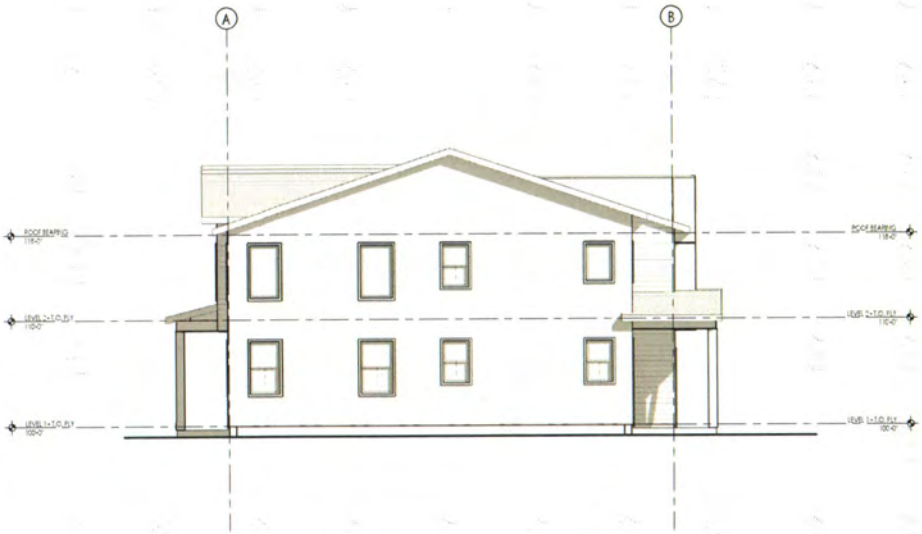
5-PLEX EXTERIOR ELEVATIONS

D302

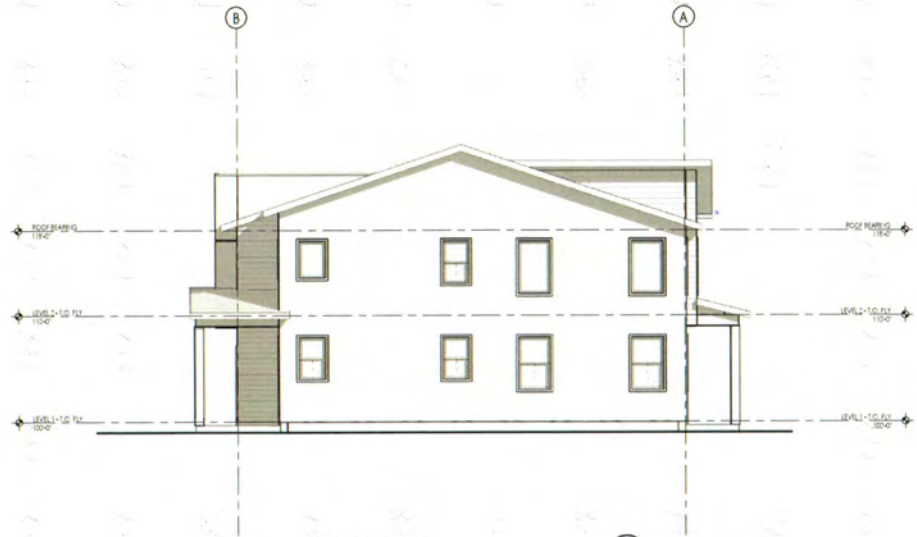
27 AUG, 2020



FRONT ELEVATION SD 1



LEFT ELEVATION SD 2



RIGHT ELEVATION SD 3

Think Architecture

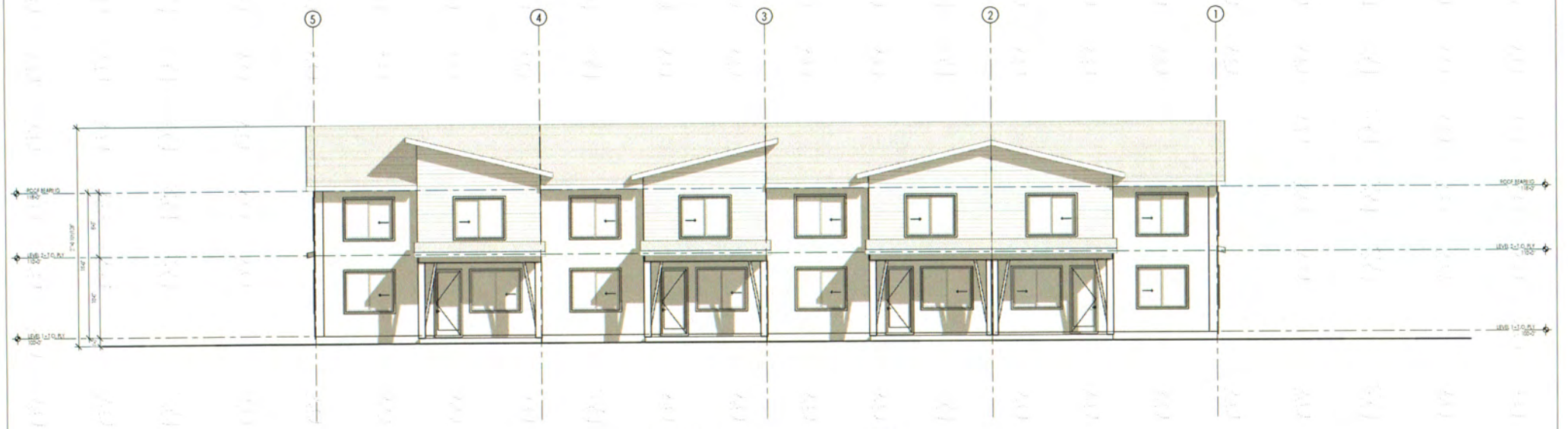
FIORE TOWNHOMES

FARMINGTON, UTAH

4-PLEX EXTERIOR ELEVATIONS

D303

27 AUG, 2020



REAR ELEVATION SD

3/16" = 1'-0"

1
D304

Think Architecture

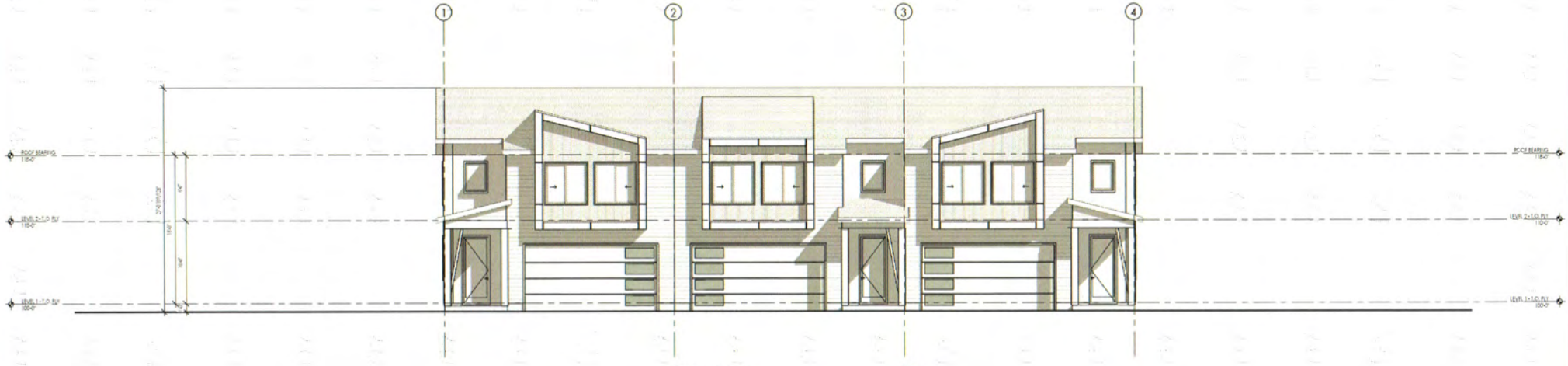
FIORE TOWNHOMES

FARMINGTON, UTAH

4-PLEX EXTERIOR ELEVATIONS

D304

27 AUG, 2020



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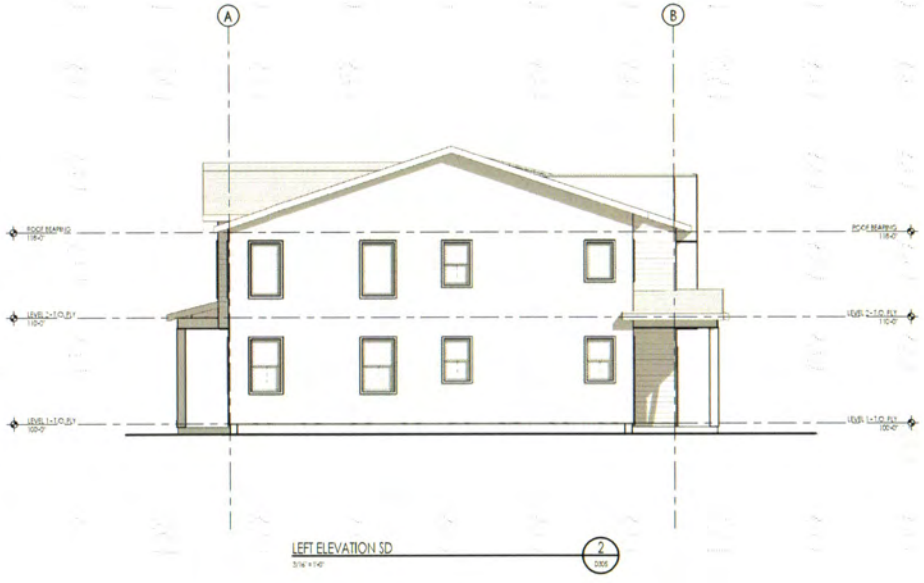
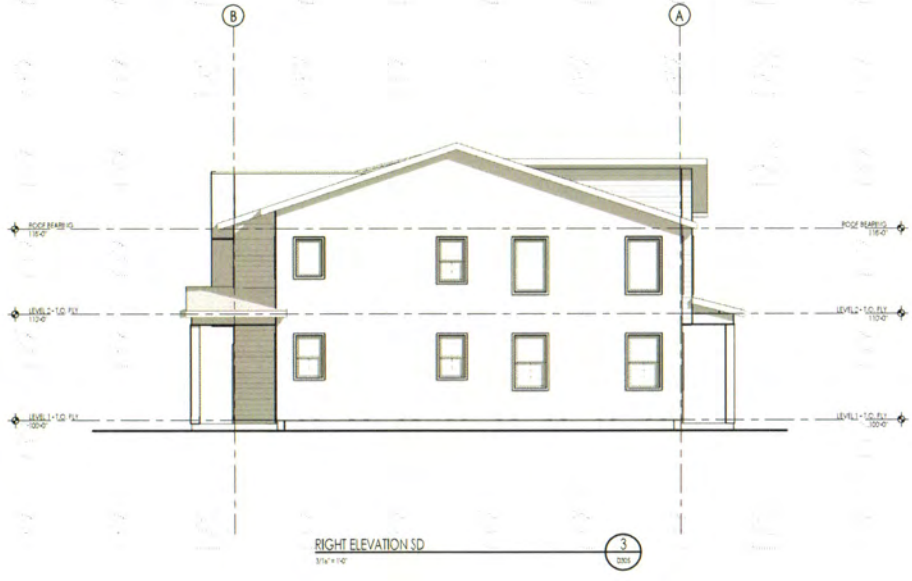


LEFT ELEVATION SD



RIGHT ELEVATION SD

Think Architecture

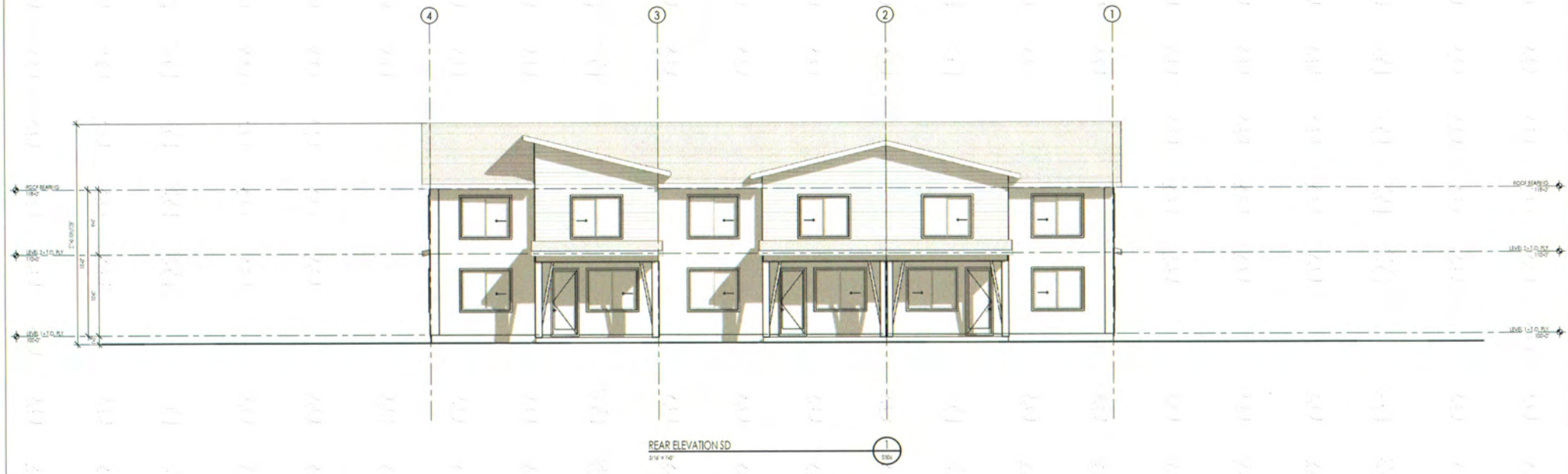
FIORE TOWNHOMES

FARMINGTON, UTAH

3-PLEX EXTERIOR ELEVATIONS

D305

27 AUG, 2020



REAR ELEVATION SD

Think Architecture

FIORE TOWNHOMES

FARMINGTON, UTAH

3-PLEX EXTERIOR ELEVATIONS

D306

27 AUG, 2020

LEVEL 1 - PRESENTATION 1 D401

LEVEL 1 - END WALL 3 D401

LEVEL 2 - PRESENTATION 2 D401

LEVEL 2 - END WALL 4 D401

3 BEDROOM UNIT (Gross Area)	
Name	AREA
LEVEL 1	737 SF
LEVEL 2	1058 SF
	1249 SF
GARAGE	404 SF
	404 SF
	2175 SF

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GARBET HOMES FIORE TOWNHOMES

FARMINGTON, UTAH

3BD UNIT - FLOOR PLANS

D401

27 AUG 2020

MATERIAL CHART

COLOR SCHEME - 01

ENTRY DOORS
Material: Fiberglass
Manufacturer: TBD
Color: To Match Charcoal Gray

GARAGE DOORS
Material: Aluminum/Glass
Manufacturer: TBD
Color: TBD - Annodized Gray

WINDOWS
Material: Vinyl
Manufacturer: TBD
Color: White

FIBER CEMENT LAP SIDING
Material: Fiber Cement Lap Siding 6" Exposure
Manufacturer: TBD
Color: SW6228 Refuge

METAL PANEL SIDING
Material: EcoFlicient Formed Panel
Manufacturer: MBCI (Basis of Design)
Color: Charcoal Gray

STUCCO-1
Material: Stucco
Manufacturer: Western One-Coat
Color: Gray Barn
DRYVIT, SENECA

ROOFING
Material: Asphalt Shingle
Manufacturer: GAF Timberline or Equal
Color: Charcoal

STEEL COLUMNS/BEAMS
Material: Painted Steel
Manufacturer: TBD
Color: Match to Charcoal Fascia/Parapet Cap

FASCIA/TRIM/PARAPET CAP/DRIP EDGE
Material: Fiber Cement/MTL
Manufacturer: TBD
Color: Charcoal 379 (Gentek)

COLOR SCHEME - 02

ENTRY DOORS
Material: Fiberglass
Manufacturer: TBD
Color: To Match Charcoal Gray

GARAGE DOORS
Material: Aluminum/Glass
Manufacturer: TBD
Color: TBD - Annodized Gray

WINDOWS
Material: Vinyl
Manufacturer: TBD
Color: White

FIBER CEMENT LAP SIDING
Material: Fiber Cement Lap Siding 6" Exposure
Manufacturer: TBD
Color: SW6680 Friendly Yellow

METAL PANEL SIDING
Material: EcoFlicient Formed Panel
Manufacturer: MBCI (Basis of Design)
Color: Terra Cotta

STUCCO-1
Material: Stucco
Manufacturer: Western One-Coat
Color: Buckskin
DRYVIT, SENECA

ROOFING
Material: Asphalt Shingle
Manufacturer: GAF Timberline or Equal
Color: Charcoal

STEEL COLUMNS/BEAMS
Material: Painted Steel
Manufacturer: TBD
Color: Match to Charcoal Fascia/Parapet Cap

FASCIA/TRIM/PARAPET CAP/DRIP EDGE
Material: Fiber Cement/MTL
Manufacturer: TBD
Color: Charcoal 379 (Gentek)

COLOR SCHEME - 03

ENTRY DOORS
Material: Fiberglass
Manufacturer: TBD
Color: To Match Charcoal Gray

GARAGE DOORS
Material: Aluminum/Glass
Manufacturer: TBD
Color: TBD - Annodized Gray

WINDOWS
Material: Vinyl
Manufacturer: TBD
Color: White

FIBER CEMENT LAP SIDING
Material: Fiber Cement Lap Siding 6" Exposure
Manufacturer: TBD
Color: SW7623 Cascades

METAL PANEL SIDING
Material: EcoFlicient Formed Panel
Manufacturer: MBCI (Basis of Design)
Color: Hunter Green

STUCCO-1
Material: Stucco
Manufacturer: Western One-Coat
Color: Bright White
DRYVIT, SENECA

ROOFING
Material: Asphalt Shingle
Manufacturer: GAF Timberline or Equal
Color: Charcoal

STEEL COLUMNS/BEAMS
Material: Painted Steel
Manufacturer: TBD
Color: Match to Charcoal Fascia/Parapet Cap

FASCIA/TRIM/PARAPET CAP/DRIP EDGE
Material: Fiber Cement/MTL
Manufacturer: TBD
Color: Charcoal 379 (Gentek)

Think Architecture

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FIORE TOWNHOMES

FARMINGTON UTAH

COLORS AND MATERIALS

D501

27 AUG, 2020

FOCUS
ENGINEERING & SURVEYING

6949 S. High Tech Drive Suite 200
Midvale, UT 84047
P (801) 352-0075 F (801) 352-7989

August 28, 2020

RE: Fiore PUD Landscaping

To whom it may concern,

We would like to submit the attached documents as our basis of design for the landscaping on this project. These "Localscape" design requirements and guidelines originate from the Jordan Valley Conservations District, which is focused on being a responsible steward of our natural resources here in Utah. Garbett Homes has used these designs on many of their projects with great success, and would like to continue to use them in areas that do not fall within the conservation district's borders. We believe that this design framework, along with the plantings listed within, will add lasting value to this project and to the city of Farmington.

Sincerely,

Jackson Waters, EIT
Jr. Project Manager
FOCUS Engineering & Surveying

Localscapes

Landscape for where you live.

An Introductory **Guide** to an innovative, practical landscape designed for Utah.

Localscapes.com

Free resources & training for Utah homeowners.

Why Localscapes®?

Utah is different—Our weather, precipitation, climate, and even culture are unique from other parts of the country. So it only makes sense that in order to grow right, our landscapes need to be different too. That is why Localscapes® came about—a landscaping approach to help Utah homeowners "localize" their yards and create outdoor spaces that work in harmony with our diverse climates.

Throughout most of Utah, we have fierce winters, hot and dry summers, and sometimes salty secondary water. Localscapes consider each of these factors, plus other unique Utah challenges, in the way it approaches landscaping for Utah—and a Localscape is totally customizable to meet your needs.

The premise is straight-forward: following five simple steps, you can have a landscape that works for you . . . and thrives anywhere in Utah.

Because Localscapes are designed with Utah in mind, they not only improve the curb appeal of your home, but also increase the functionality of your yard, simplify your irrigation, use water efficiently, and requires less maintenance. Localscapes are: **landscapes for Utah.**

- Designed for Utah
- Better functionality
- Less maintenance
- Enhanced curb appeal
- Lower water bill
- Simpler irrigation
- Phased installation

Localscapes can be customized to fit any yard size, shape, or location. They can also be scaled to meet any budget. Whether you're preparing to install a new landscape, renovating an existing yard, or **just focusing on one project at a time,** Localscapes makes it possible for even those without professional training to create a design that is both attractive and functional.

Localscapes is a moderate approach to landscaping that works for Utah.

Localscapes®

Lawn-Dominant

Xeriscape

FAQs

about localizing your landscape.

Is a Localscape expensive?

What it costs is up to you. Localscapes can be scaled to meet any budget. If you want everything a Localscape has to offer but simply can't afford it, try installing one segment at a time. An easy way to start is in the park strip or side yard.

What if I like lawn?

Hey, we like lawn too! Lawn has a place in Localscapes, and in fact, becomes center stage. Now you can enjoy every square inch of your lawn—and your Saturdays too! Less mowing and edging each week leave you with more time to enjoy your yard.

Can I eliminate all lawn?

Yes. And it will still look amazing following our guide of design principles. If you want to go without lawn, use concrete, flagstone, gravel, etc. Consider adding an activity zone or gathering area instead. Your maintenance and water use will be even less.

Is it pet friendly?

Of course. Pets will love the more diverse feel of your landscape. You can even create a pet activity zone, like a dog run, so your pet can have its own space outside.

How can it be lower maintenance if there are more planting beds and gathering areas?

Surprising as it seems, grass requires more maintenance than properly-planned and installed planter beds. And gathering areas require virtually no maintenance. Localscapes are lower maintenance by design: mulch and drip irrigation deter weeds, and weekly mowing is much faster. Weeding is typically once a month or less, instead of every week— but only if you follow the prescribed Localscapes weed control recipe. Find it at Localscapes.com.

What if I need help with my Localscape?

You don't have to figure out what to do by yourself! You can find sample designs, classes, and tips to get you started at Localscapes.com.

Can my existing landscape be converted to a Localscape without redoing everything?

Yep, just follow the Localscapes installation process in reverse. You can even do it a little at a time.

What if I want something different in my Localscape?

Localscapes are completely customizable. These guidelines provide a process to help you design and customize your landscape to suit your taste while still reaping all the benefits.

5 elements of a Localscape®

1 Central Open Shape

A central open shape creates a focal point that makes your landscape appear organized and well maintained. Without it, landscapes can seem chaotic or disorganized. On the flip side, if all you have in your landscape is grass or gravel, there's very little interest.

In Utah, we rely on sprinkler systems because we don't get much rain during the growing season. Keeping lawn in a central open shape allows your sprinklers to work efficiently, and doesn't force them to water oddly-shaped or positioned lawn areas. Lawn is best used on a flat surface—plant slopes with flowers and shrubs. With this design, all of your lawn is available for recreational use with only a single edge to trim and maintain. As a general rule, keep lawn out of park strips and side yards unless they are large enough to create a central open shape and are wider than 8 feet.

Your central open shape can be made of other materials like gravel, pavement, pavers, ground cover, or any low-lying, relatively flat material—especially if you want something even more water thrifty. In a lawnless landscape, gathering areas and activity zones, like a seating area or courtyard, can also function as the central open shape.

2 Gathering Areas

Gathering areas are fun spots in your landscape where you can gather with family and friends or sit by yourself for some quiet time. They can be any size or shape, and are a great reason to get out and enjoy your yard. Always wanted a fire pit? Design it in. Want a sun deck, even if there's no pool? Ok! Think gazebos, sitting areas, etc. Think they're not for you? You'll be surprised how easy it is to incorporate one or many into a Localscape, and how much aesthetic value they add to your landscape. Plus, because gathering areas have no lawn or plants, they require no water and virtually no maintenance.

3 Activity Zones

Whether you're a retiree wanting to spend more time gardening, someone who enjoys hosting get-togethers, or someone with a young family, a Localscape can accommodate your situation. Activity zones are spaces to recreate, and are as customizable as you are unique. They can range from playsets to vegetable gardens, horseshoe pits, sheds, sport courts, hot tubs, pools or trampolines—whatever your imagination and budget allow. And they all increase yard function while decreasing yard work. (No grass in activity zones, please—you'll thank us later when you don't have to mow around swings and trampolines.)

4 Paths

Think connectors. Now that you have all of these great ways to enjoy your yard, paths help you connect and explore your outdoor space. Using appropriate materials will reduce maintenance and give you plenty of options for traversing your yard.

Great options for paths include: stone, pavers, flagstone, or other textured surfaces. The one material paths should never be made of is grass. Narrow lawn strips are difficult to irrigate and require a lot of work to keep them contained. In contrast, paths can save you time and entice you and your family to enjoy yard areas you used to ignore.

5 Planting Beds

The final element of a Localscape is the planting beds. They fill in the areas after you plan your central open shape, gathering areas, activity zones, and paths. There are three important things you need to know about the plants you'll use:

1) **Selection**

For a Localscape, choose Utah-friendly plants. Plants that do well here tolerate temperature extremes, use minimal water, and will grow well in the plant "zone" where you live (check with your nursery for what hardiness zone you live in). Choosing the right plants means you'll save money and time because Utah-friendly plants will survive and thrive in your yard for 15, 20, 25 years!

Planting Beds cont'd.

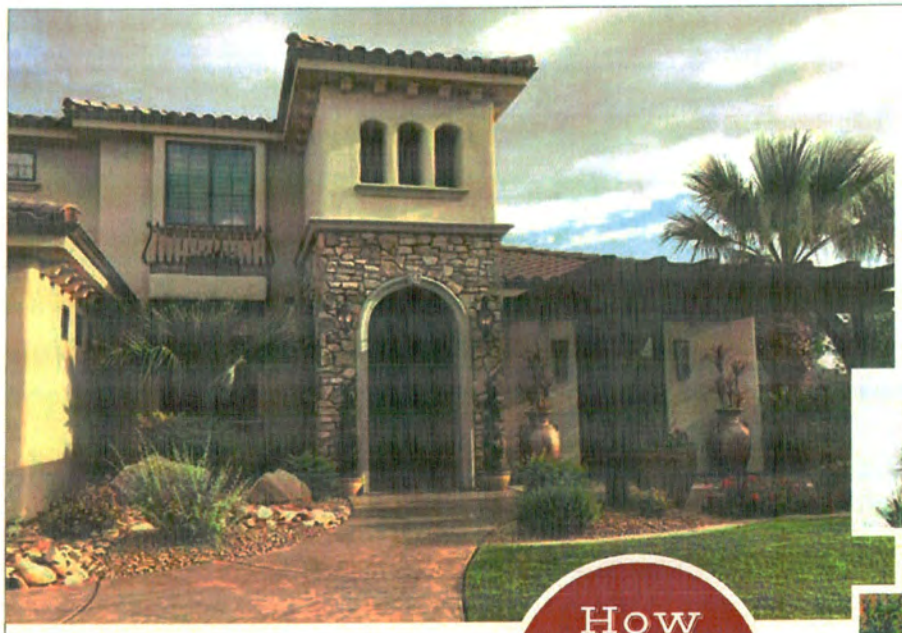
2) **Placement**

Proper placement of plants in a Localscape provides shade, privacy, beauty, and efficiency. For example, grouping plants with similar water needs will optimize your water use. Planting trees strategically will shade your home in summer, reducing your cooling needs. Strategic plantings can also hide meter boxes, electrical boxes, or other unsightly elements in your yard. And because plants and grass areas are always separated in a Localscape, maintenance is decreased.

3) **Irrigation**

Irrigation in a Localscape is just as important as the plants you choose and its all about efficiency. The trick is to use drip irrigation in all planting beds, which gives each plant exactly the water it needs. Like a few thirstier plants? Group them together and water them appropriately and you'll still save significant amounts of water. Top everything off with 3 to 4 inches of mulch and you'll use less water, cultivate fewer weeds, and add a pretty "finish" to your planting beds.

5 step summary



How do I get started?

Visit
Localscapes.com
for information about
Localscapes UNIVERSITY
Featuring hands-on classes where you'll learn how to proceed in your yard, step by step.
or to download FREE landscape designs and planting ideas.

Not ready for an entire makeover?

If you like the idea but aren't ready to makeover your entire yard, no problem! Localizing your yard can be accomplished in stages, as time and budget permit. Easy places to try it out are in your park strip, side yard, or by trying the "central open shape" idea with your lawn.

Flip Your Strip

Side Yard Swap

Shape the Lawn

Park Strips are a great place to start!

Check with your city and/or Homeowners Association for any codes or regulations before making changes to your park strip.

Irrigate park strips with drip systems rather than overhead spray to reduce weeds and water use.

Create pathways through the park strip to allow guests parked in front of your home to easily access the sidewalk.

Any plants in a park strip should be no more than 2-3 feet tall. Taller plants block views and impede safety, and can interfere with city maintenance.

Mulch used in park strips should be a heavy material, like gravel, so it doesn't drift into street drains.

To increase curb appeal, plant density should be at least 60 percent at maturity, not including tree canopies.

FREE pre-designed park strip plans are available for download at Localscapes.com

Localscapes® Requirements

Localscapes®

Requirements for Localscapes Design

The following Localscapes Requirements ensure best landscaping practices are applied and result in beautiful, Utah-friendly yards that require less maintenance and water to thrive.

Localscapes Requirements:

1. The front yard and backyard are both oriented around a central open shape created by using groundcover, gravel, or lawn.
2. Lawn is not less than 8 feet wide in any location and is not located on slopes. Lawn should be between 1,000- 2,000 square feet in size.
3. Lawn areas are free from obstructions (trees, signs, posts, etc.) with the exception of existing mature trees.
4. Park strips and side yards do not have lawn unless they are large enough to create a central open shape which is not less than 8 feet wide at the narrowest dimension.
5. Gathering areas are hardscaped and placed outside of the central open shape. In a lawnless landscape, gathering spaces can function as the central open shape.
6. Activity zones (vegetable garden, children's play area, storage, etc.) are located outside of the central open shape and are surfaced with bark mulch, gravel, playground chips, hardscape or other non-lawn surfacing.
7. Pathways are made with materials, such as hardscape, organic mulch, or foot-traffic tolerant groundcover. Lawn is not used as a path surface.
8. Plants are drip irrigated and appropriately selected for the region in which the landscape is located. Both native and locally-adapted plants are acceptable.
9. Plants are organized by light and water needs and plant areas are covered by 2-4 inches of mulch to minimize weeds, maintain soil moisture, and enrich the quality of the soil. Mulch may be organic (bark, compost, etc.) or inorganic (gravel, rock chips etc.) as per homeowner preference.

Utah
Localscape
to an innovative, practical landscape designed for Utah.

Localscapes®
Landscape for where you live.

Sample Landscape Plan

Localscapes.com

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Plant List

Symbol	
	LARGE TREES (select one)
	Zelkova serrata 'Green Vase'- GREEN VASE ZELKOVA
	Celtis occidentalis- COMMON HACKBERRY
	Cladratus kentuckea- YELLOWOOD
	MEDIUM TREES (select one)
	Acer negundo 'Sensation'- SENSATION BOX ELDER
	Prunus virginiana 'Schubert'- CANADA RED CHOKECHERRY
	Acer grandidentatum- BIG TOOTH MAPLE
	SMALL TREES (select one)
	Acer tartaricum 'Garann'- HOT WINGS MAPLE
	Amelanchier laevis -ALLEGHANY SERVICEBERRY
	Cercis canadensis 'JN2' THE RISING SUN REDBUD
	FOCAL POINT TREE (select one)
	Cedrus atlantica 'Glauca-pendula' WEEPING BLUE ATLAS CEDAR
	Picea abies 'Pendula'- WEEPING NORWAY SPRUCE
	Picea glauca 'Pendula'- WEEPING WHITE SPRUCE
	FOCAL POINT SHRUB (select one)
	Cotinus coggygria 'Ancot'- GOLDEN SPIRIT SMOKEBUSH
	Cotinus coggygria 'Grace'- GRACE PURPLE SMOKEBUSH
	Rhamnus frangula 'Asplenifolia'- NARROW LEAF BUCKTHORN
	LARGE SHRUB (Select one for each grouping)
	Viburnum x burkwoodii- BURKWOOD VIBURNUM
	Chamaebatiaria millefolium- FERNBUSH
	Cornus sericea 'Budd's Yellow'- BUDS YELLOW DOGWOOD
	MEDIUM SHRUB (select one for each grouping)
	Cornus alba 'Bailhalo'- IVORY HALO DOGWOOD
	Buddleja x 'Miss Molly'- MISS MOLLY BUTTERFLY BUSH
	Caragana frutex 'Globosa'- GLOBE PEASHRUB
	SMALL SHRUBS (select one for each grouping)
	Spirea japonica 'Walbuma'- MAGIC CARPET SPIREA
	Berberis thunbergii 'Goruzam'- GOLDEN RUBY BARBERRY
	Buddleja 'Blue Chip' Lo & Behold- BLUE CHIP BUTTERFLY BUSH
	FLOWERING SHRUB (select one for each grouping)
	Caryopteris x clandonensis 'Dark Knight'- DARK KNIGHT BLUEBEARD
	Physocarpus opulifolius 'Seward'- SUMMER WINE NINEBARK
	Syringa x 'Penda'- BLOOMARANG LILAC
	SHADE SHRUB (Select one for each grouping)
	Symphoricarpos albus- SNOWBERRY
	Juniperus communis- COMMON JUNIPER
	Taxus x media 'Huber's Tawny Gold'- TAWNY GOLD YEW

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Plant List

Symbol	
	COLUMNAR SHRUB (Select one for each grouping)
	Juniperus scopulorum 'Skyrocket'- SKYROCKET JUNIPER
	Rhamnus frangula 'Ron Williams'- RINE LINE BUCKTHORN
	Sambucus nigra 'Eiffel 1'- BLACK TOWER ELDERBERRY
	EVERGREEN SHRUB (select one for each grouping)
	Pinus mugo 'Carsten's Wintergold'- CARSTENS MUGO PINE
	Juniperus x pfitzeriana 'MonSan'- SEA OF GOLD JUNIPER
	Lavandula angustifolia- ENGLISH LAVENDER
	LARGE ORNAMENTAL GRASS (select one for each grouping)
	Saccharum ravennae- RAVENNA GRASS
	Sorobulus wrightii 'Windbreaker'- GIANT SACATON
	Miscanthus x giganteus- GIANT CHINESE SILVERGRASS
	MEDIUM ORNAMENTAL GRASS (select one for each grouping)
	Calamagrostis x acutiflora 'Eldorado'- FEATHER REED GRASS
	Panicum virgatum 'Shenandoah'- SHENANDOAH SWITCH GRASS
	Miscanthus sinensis 'Morning Light'- MAIDEN GRASS
	SMALL ORNAMENTAL GRASS (select 1-3 for each grouping)
	Pennisetum alopecuroides 'Hameln'- FOUNTAIN GRASS
	Schizachyrium scoparium 'Blaze'- BLAZE LITTLE BLUESTEM
	Helictotrichon sempervirens- BLUE OAT GRASS
	FULL SUN PERENNIAL MIX (select 1-3 for each grouping)
	Chyrsanthemum x superbum 'Becky'- SHASTA DAISY
	Coreopsis verticillata 'Zagreb'- THREADLEAF TICKSEED
	Echinacea purpurea- PURPLE CONEFLOWER
	Gaura lindheimeri 'Whirling Butterflies'- GAURA
	Hymenoxys acaulis- SUNDANCER DAISY
	Nepeta racemosa 'Walker's Low'- WALKER'S LOW CATMINT
	PART SHADE PERENNIAL MIX (select 1-3 for each grouping)
	Aquilegia spp.- COLUMBINE
	Nepeta x 'Psfike'- LITTLE TRUDY CATMINT
	Iris pallida 'Variegata'- VARIEGATED SWEET IRIS
	Scrophularia macrantha- REDBIRDS IN A TREE
	Alchemilla mollis- LADYS MANTLE
	Centranthus ruber- JUPITER'S BEARD
	SHADE PERENNIAL MIX (select 1-3 for each grouping)
	Vinca minor 'Bowles'- BOWLES COMMON PERIWINKLE
	Brunnera macrophylla 'Looking Glass'- HEARTLEAF BRUNNERA
	Heuchera sanguinea- CORAL BELLS
	Hakonechola macra 'All Gold'- JAPANESE FOREST GRASS
	Lamium maculatum 'White Nancy'- SPOTTED DEADNETTLE
	Bergenia 'Bressingham White'- BERGENIA

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CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

S U B J E C T: Human Resource Manager Position

ACTION TO BE CONSIDERED:

1. Motion to approve the position of Human Resource Manager

GENERAL INFORMATION:

See enclosed staff report prepared by Shane Pace, City Manager.

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

FARMINGTON CITY

H. James Talbot
MAYOR

Brett Anderson
Doug Anderson
Alex Leeman
Cory Ritz
Rebecca Wayment
CITY COUNCIL

Shane Pace
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Shane Pace

Date: September 30, 2020

SUBJECT: Human Resource Manager Position

RECOMMENDATION

By minute motion, approve the position of Human Resource Manager.

BACKGROUND

Farmington is continually growing and the need to hire more people and/or create new positions is inevitable. Currently, we have the Human Resource duties falling under the City Recorder position. In the past few years, both positions have grown substantially. Because of this, it is making it very difficult to dedicate the necessary time to either position. As such, I believe a separation of Recorder and Human Resource responsibilities is essential.

By creating a Human Resource Manager position, it will allow more time to be dedicated to recruitment, training, benefits and other related duties. This will help in ensuring that the best employees are hired and maintained.

A job description for this new position was created and sent to Mike Swallow, our consultant, to review and come back with a grade and salary range. The suggested grade is an 18 (eighteen) with a salary range of $61,547 to $95,160.

I propose that Holly Gadd fill the position of Human Resource Manager and there be some restructuring of other duties within the office. I will not be requesting any additional people at this time.

Sincerely,

Shane Pace
City Manager

Concur

H James Talbot
Mayor

160 S Main • P.O. Box 160 • Farmington, UT 84025
Phone (801) 451-2383 • Fax (801) 451-2747
www.farmington.utah.gov

FARMINGTON CITY
Job Description

TITLE: **Human Resource Manager**
DEPARTMENT: **Administration** **GRADE: 18**
REVISION DATE: **September 30, 2020**

POSITION PURPOSE AND OBJECTIVES

The Human Resource Manager works under the direction of the City Manager. This position is responsible for planning and organizing the operations of Human Resources for the City and all employee compensation and benefit programs. Position is responsible for assisting all departments with city-wide recruitment and training. This position performs a variety of advanced level, administrative and technical clerical duties for the executive staff and governing body.

ESSENTIAL DUTIES & FUNCTIONS

1. Administers the classification system, salary plans, compensation and benefit programs, and performance evaluation system.

2. Ensures compliance with the City's Policies and Procedures and federal and state laws and regulations related to the human resource function. Develops, implements and maintains all policies related to human resource activities.

3. Provides assistance in preparing correspondence and other communications for the City Manager, Mayor and City Council; Attends Department Director and administrative meetings; Maintains calendars, schedules and coordinates meetings and appointments for City Manager and Mayor.

4. Administers the employee retirement programs and maintains plan documents; Provides accurate and timely information to employees on their retirement options and investment issues.

5. Works directly with the city's health insurance and benefit plan providers and benefit consultants in managing the development, implementation and administration of benefit policies and programs to ensure that they are competitive and affordable. Oversees the awarding of bids to maintain active policies for employee health insurance coverage and other benefits.

6. Ensures the timely distribution of evaluation forms, health and life insurance forms and payroll changes. Develops and maintains current insurance plan information, including eligibility, for all current plans and participants including during annual open enrollment.

7. As appropriate, provides advice and assistance to employees concerning health insurance benefits, retirement plans, compensation, performance reviews, personnel policies and procedures, and other benefit related information. Assists employees with resolving concerns and issues with the City's benefit providers.

8. Assists in scheduling and making travel arrangements for Mayor and City Manager. This includes airfare, public transportation, rental car and hotel when needed. Apprises City Manager and Mayor of appointments, meetings and other calendar items.

9. Responsible for the maintenance of employee personnel files; receives and processes worker's compensation claims, including records management, assisting employees with claims and maintaining required OSHA records.

10. Responsible for city-wide training.

11. Plans, organizes, and prepares items for employee Christmas luncheon, health fair, wellness programs, lunch-and-learns, retirement parties and other get-togethers as needed. Acts as liaison with the Employee Assistance Program.

12. Assists Mayor, City Manager and others with projects and assignments as needed.

13. Performs duties that may include light physical effort such as lifting, bending, stooping, and walking and prolonged sitting at a desk or computer terminal. Manages numerous tasks and assignments at a time with frequent interruptions.

14. Deals appropriately with employees and others in situations that may, at times, become confrontational, stressful or uncomfortable. May be exposed to stressful circumstances, including the meeting of deadlines, other stressful work conditions and contact with the public in negative situations.

15. Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Considerable knowledge of computer keyboard functions, computer operations and various software applications; advanced knowledge of filing systems including electronic, letter composition, grammar, spelling; excellent interpersonal communication skills and telephone etiquette.
- Advanced knowledge of the principles and practices of personnel administration and of federal and state selections guidelines, regulations and mandates.
- Knowledge of rules and regulations of retirement plans, investment options, loan and financial hardship programs and general retirement information.
- Thorough knowledge of all City personnel policies and procedures and related legal issues.
- Ability to gather and analyze data and to make decisions based on that data.
- Ability to establish and maintain effective working relationships with other employees, city officials and the general public.
- *Requires graduation from high school and graduation from college with a bachelor's degree in a related field and/or specialized training provided through technical or business college or university studies in Human Resource procedures AND six (6) years of progressively responsible experience providing considerable exposure to administrative duties and responsibilities; human resource policies, duties and functions OR an equivalent combination of education or experience.*
- Must work the days and hours necessary to perform responsibilities.
- *Must possess and maintain a valid Utah Driver's License*. Will observe all traffic regulations, follow City policy, and be a safe, courteous, and responsible driver while operating City vehicles. Must wear a seatbelt and make certain that other passengers are in seatbelts when vehicle is in operation.

PROBLEM SOLVING

Resolves a variety of problems dealing with personnel and benefit administration. Uses wide discretion in selection best method of resolving problems. Works closely with Department Heads to find solutions for personnel issues such as staffing and classification concerns. .

ACCOUNTABILITY:

Responsible for city-wide central Human Resources systems and programs.

The City of Farmington is an equal opportunity employer without regard to race, religion, sex, pregnancy, genetic information, age, national origin, color, sexual orientation, gender identity, citizenship, disability, veteran or military status, or any other factor protected by law.

The intent of this job description is to provide a representative summary of the major responsibilities and duties performed on the job. It is not intended to be an exhaustive list of all job-related duties and responsibilities that an employee may perform. An employee in this position will be required to perform any other job-related duties required by their supervisor. This job description is not intended to and does not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time.

CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from August 4, 2020
2. Approval of Minutes from September 15, 2020
3. Improvement Agreement for Visionary Homes
4. Ambulance Write-offs
5. Resolution Amending the Consolidated Fee Schedule regarding Professional Service/Engineering Fees

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

FARMINGTON CITY – CITY COUNCIL MINUTES

AUGUST 4, 2020

WORK SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Scott Isaacson, Shawn Beus, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Assistant City Manager/Economic Development Director Brigham Mellor; Assistant City Manager/City Engineer Chad Boshell; and City Attorney Todd Godfrey.

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 6:00 p.m. Councilman **Scott Isaacson** offered the invocation.

PATSY'S MINE CLOSURE

City Manager **Shane Pace** said he has had two meetings with the U.S. Forest Service regarding a State grant that is being used to close mines in Davis, Weber and Morgan counties. Davis County was looking at taking over Patsy's Mine, but has now stepped back. Davis County Commissioner **Randy Elliott** asked **Pace** to become involved. The only thing that is possible is an exchange, which takes an act of Congress. The Forest Service said they will close the mine whether or not there is a future exchange. Since, **Pace** has spoken with **David Petersen**, Executive Director of Utah Risk Management Agency, of which Farmington is a member. That is the agency the City runs their liability insurance and risk management programs through. **Petersen** comes from risk management with Brigham Young University and was a former fire fighter for Sandy City and Nevada. He has been doing some research about what it would take to insure and maintain a mine.

Peterson said the trail itself has some governmental immunity if a claim were filed. However, the mine is another matter. There is not a policy existing that covers mines, abandoned or operating. It is a specialized policy offered only by AIG and Lloyds of London, which is expensive. They have a minimum premium that considers considerable risk like risk of collapse because of lack of shoring and regular engineering. It would take between $50,000 and $250,000 for an annual premium. Toxic environment, wet surfaces, and flooding are other issues to consider. If the City would want to take over possession of the mine, he recommends purchasing insurance. He also suggests doing a structural assessment of the mine, with regular assessments done by a structural engineer. If there is any type of geologic change, it would need to be assessed again. There would also need to be regular gas monitoring, as well as other ongoing monitoring and control measures. He has heard that rocks have fallen from the ceiling and the mine used to go in farther in the past. Farmington is currently covered under a commercial general liability policy covering city operation, parks and recreation, law enforcement, etc. Acquiring a mine is not covered under the policy.

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Councilman **Shawn Beus** asked if **Petersen** was aware of a self-insurance pool. **Petersen** said Utah Risk Management Agency is self-insurance, with additional catastrophic insurance. He talked with someone at the Utah Attorney General's office about if mines could be included in governmental immunity if held as part of a recreational area not being used for mining operations. That office said the mine itself would not be covered, but the trail going to and from would be. He consulting with a handful of attorneys to see if there is any case law regarding mines and governmental immunity, and none could be found in the State of Utah. Litigating a case like this would be new ground. He also looked up the legal description of a mine, and said if mining operations had commenced at some point in the past, it met the description of a mine. He said it is an anomaly in the state, as he couldn't find another city or county in the state that owns a mine. They are all on state or federal property. The actuary said mines are like earthquakes, which they can predict will happen, but not when. Mine ownership brings with it significant risk.

Mayor Talbot said the City has to consider their fiduciary duty and if it is wise to own a mine. Councilman **Brett Anderson** said the possibility of a lawsuit from a City-owned mine freaks him out. **Isaacson** said the only option seems to be to persuade the Forest Service not to close it.

Pace said as city manager, he cannot recommend taking possession of the mine because of the cost of exchange, annual insurance, and continual inspection. It is not in the City's purview. He has explored getting the mine on the National Historic Register, as there are other mines on the register. He emailed a heritage program manager for the U.S. Forest Service and gave him all the details about Patsy's Mine. He did not immediately decline the request, but said he would get back with **Pace**. **Pace** said there may be a possibility of making progress on getting it listed on the National Register, but he does not know the requirements. There is a lot going on at Flag Rock that the Forest Service ignores, and some worry that the more pressure that is put on the Forest Service, the more they may take a conservative approach to Flag Rock. It is the same trail to both Flag Rock and Patsy's Mine. **Pace** doesn't know if there are protections for properties listed on the register that may convince the Forest Service not to close it.

Isaacson said it may be better to plug the mine further in, and place a historic plaque outside. **Pace** said he doubts the Forest Service will reconsider their decision to shut it off up front in September. He said the Forest Service is aware of the City's efforts to keep the mine open. Councilwoman **Rebecca Wayment** said it may be good to alert news crews to the issue. **Pace** said the City cannot get involved in that way.

MODERATE INCOME HOUSING

Community Development Director **Dave Petersen** said this information was requested at the last City Council meeting. He and staff could not answer the questions, so they asked experts to come in and address the Council.

Davis County Commissioner **Lorene Kamalu** introduced **Kim Michaud,** Deputy Director with Davis Community Housing Authority, recalling when she first met her and took her on a tour of affordable housing, which blends in with the community. **Michaud**, a 30-year resident of Farmington**,** said the authority was formed in 1972 as Davis County Housing Authority. She

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introduced the statewide fair market report, which details that a Utah resident making minimum wage would need to work 109 hours a week to afford a two-bedroom apartment at fair market rent rates. Previously she read the City's affordable housing plan, which details that only 30 percent of income should be spent on housing to make it affordable and sustainable. The waiting list is about two years long for a subsidized housing voucher. It is tricky to find properties that will accept rental rates that the agency is willing to pay. The Authority owns about 20 units that it is willing to rent out at affordable rates, most of them single family homes rented out for $800 a month.

Davis Community Housing Authority Board of Directors Vice Chair **Stephen M. Tumblin** addressed the Council. He said the County is going through a housing study to assess what the housing stock in the county is, and how affordable housing can be increased. He said the Community Development Block Grant (CDBG) gives the Authority about $940,000 annually.

Mayor Talbot said while Farmington may not have a lot of affordable housing, it has more apartments than neighboring cities. He suggested that the Authority controls the CDBG purse strings, should ask Davis County to get further involved, and perhaps develop ground they own. **Tumblin** said they can only use 15 percent of CDBG funds that way. They can buy the ground and pay for utilities, but they cannot build the building.

Michaud said the benefit of a property owner renting in cooperation with Davis Community Housing Authority (DCHA)is that they will always get the full rent check on time every month, and a pool of money can help pay for damages if the owner gets a judgement in court. She would like to get the word out about these benefits. She said the Authority also helps administer federal money to first-time home buyers in the County, Layton City, and Clearfield City with households at 80 percent of area median income. They also help with emergency home repairs that would correct code violations. They have 51 vouchers in Farmington, which is 5 percent of the total in the County. Most are at Rose Cove senior housing, where rents are increasing. There are nine units at Farmington Crossing on the credit to own program, where they will become homeowners with about a remaining $80,000 mortgage at the end of the program.

She said it would be helpful for the City to help facilitate a meeting with local developers to discuss their program. However, if their rents are higher than the Authority's allowed $800 a month, multifamily units cannot be considered affordable housing stock in Farmington. She said tax credits are a good public-private way to get affordable housing, but the market bears out that landlords can often get higher rents otherwise. The Authority's next five-year plan is due in 2021, and they want better outcomes in the next five years. They have to decide on the focus, whether it be homelessness, affordable housing, housing repairs, etc.

Beus said he would like to put together an affordable housing task force in Farmington, and **Michaud** would be a good addition to that body.

Mike Plaizier addressed the Council. He is a member of the Farmington Planning Commission with affordable housing experience after owning a nonprofit. He said affordable housing and transportation affect the strength of families. He discussed area median income (AMI) for Davis County to Ogden, which is $86,300. Moderate income is 80 percent of that. Low income is

under 60 percent of AMI. Very low income is 50 percent of AMI. Extremely low income is under 30 percent of AMI. He advocated for developers dedicating a portion of their projects to affordable housing for income-verified recipients. He brought up both incentives and "penalties."

Pace said a task force is an excellent idea. To work towards an aggressive moderate housing program, it is necessary to team up with Davis Community Housing Authority. He doesn't want a program that takes a high amount of management effort, so teaming up is important. He said it may be worth exploring Transfer of Development Rights (TDRs) that go toward moderate income housing.

Isaacson said public relations are needed in this effort so residents don't worry about decreased land values, stereotypes, etc. "Sustainable housing" and a "diverse array of housing" are other terms that can be used to describe affordable housing that are better accepted by the community.

Petersen noted that **John Saltsgiver** is in attendance today, and he is interested in the City's take on affordable housing. **Pace** said the DCHA could submit answers to the City Council's specific questions about moderate income housing during recent past meetings, and the City Council should address this issue as it directly relates to **Saltsgiver** in a future meeting.

BUSINESS PARK

Pace addressed the Council, commenting on what lessons the City has learned during recent negotiations on the Business Park. Assistant City Manager/Economic Development Director **Brigham Mellor** addressed the Council. At one point, the City was meeting bi-weekly in negotiations with STACK Development, and they became emotionally invested in the project. In the end, they had to make a decision that best benefitted the City.

Things that have been learned during the process:

1. Property owner relationships. Several respected individuals were put under contract for this project, and it became uncomfortable.
2. Public sentiment toward the project. The public wants roads and displayed that they desire office use with some residential uses. They don't want any more retail. Six-story office buildings are scary along the rail trail against the residential.
3. The public trusts the administrative vision of the area. Many people, including five property owners, participated in the discussion, and it was rarely negative. The public trusts the City Council's decision.
4. The public has understood that the Denver and Rio Grande Western Rail Trail (D&RGW Trail) width and gas line easement is a long distance, about half a block.
5. Housing to commercial ratio. Their proposal was 55 percent commercial/office/retail/nonresidential uses, vs. 45 percent residential. The more comfortable ratio would be 65 percent/35 percent. Density is less important than the quality of the design. This area needs to be truly unique without segregated uses.
6. Public transit should be considered in this entire development.
7. Trails are essential to marketability of an office park.

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8. Road alignment. New alignments need to consider Interstate 15, not just property lines. The focus is on Commerce Drive, and Digital may have to wait north of Burke Lane.
9. Connectivity of the roads is needed. The public needs to feel safe walking on the roads in a walkable community.
10. Infrastructure. Sewer will be an issue regardless of what is built. Power is yet to be determined, and the City can't commit to power infrastructure improvements. Fiber is less of a problem, but the City is not the owner of that. Culinary water storage is a long-term issue. Gas is unknown. Impact fees cannot be used to build secondary water infrastructure, and funding needs to be figured out.
11. Roads must be put in as soon as possible. Accessibility to property is crucial, and developers cannot be relied upon to construct the roads in an unproven market.

City Attorney **Todd Godfrey** said that the further along the City can take a project, in building out roads and infrastructure, the broader the market of developers will become. It will level the playing field of who can develop the property. **Pace** said it will greatly simplify reimbursement agreements. Once roads are in, the marketability of land increases.

12. Incentives. Tax incentives are intended to hedge the risk of creating a new employment center, which was the deal made with the taxing entities. Road construction is an incentive, as is any housing opportunity. More incentives will be offered out the gate in an unproven market vs. later developers in proven markets.
13. Nothing is a done deal until it is done. This will take 30 years to build out, with lulls and periods of intense activity along the way. Accelerations can be detrimental if it is the wrong deal.
14. Hiring a consultant to help update the UDA 2016 plan, considering an upcoming transition in the real estate market.
15. Affirmation that Farmington has an unsurpassed opportunity on the Wasatch Front to do something amazing in this area. The City is an investment partner in this project, and is in the market for a developer that shares its vision. The risk of COVID was too great to continue with the STACK negotiations. Farmington has to stick to what is best for the City as a whole. The public is invested in the City's vision for this area. The City is now better prepared to go forward.

Pace said the City recruited developers for this project, approaching several that were the best and brightest. There was a term sheet made available to developers, and the City considered many proposals. COVID made it so STACK didn't want to develop office first, and that was something the City couldn't bend on. There were extensive talks about housing and Rights of Way. It got to where STACK was in a hurry to extend their contracts. In the end, it was a loss of trust and the City Attorney was involved in the negotiation. **Pace** was angered and frustrated when STACK presented their reimbursement agreement, which minimized their risk and threw it all on the City. He could not recommend that agreement to the City Council. Roads were a big thing, as STACK wanted the City to commit to having all the roads in by 2022, then 2023. While there is a funding plan in place, it has a lot to do with how much comes in from third quarter funding, which doesn't happen until September. He lost trust in STACK at the point they

presented the reimbursement agreement. He concluded that STACK is a big builder that builds great buildings, but they do most of their work on already platted and entitled property. They were not experienced in going through the development process up front. He believes they sent the reimbursement document out of lack of experience. They would not take the City's agreement, which **Pace** thought was a good agreement that other developers would have taken.

He was told by a third party that STACK now has $400 million that they need to reinvest, which is a different story than the City has been hearing from them in a year and a half. They were saying they needed $55 million as a return to investors. Those stories don't match up. **Pace** said he doesn't know what the truth is. There may be an opportunity to meet with them again in the future. There are four different property owners with land along the I-15 corridor, which is where office would be best. **Mellor** said STACK didn't want anyone on neighboring property competing with their office use, which is why they wanted a contract on such a large amount of land—to control the market. This is why they likely won't reduce contracts to just the I-15 office area.

Godfrey said he doesn't believe the City and STACK were ever as close in negotiations as other City staff thought they were. **Isaacson** said that if it weren't for the pandemic, the City would have had the development agreement presented to them in March. He was concerned that if both parties were so far apart on such fundamental issues, it shouldn't have been presented in March. **Pace** said that he anticipated approving a development agreement first, to be followed by several months of working out the reimbursement agreement. **Godfrey** said he usually sees them presented at the same time, not separated. He doesn't feel the City should commit to a development agreement without knowing the commitments of the reimbursement agreement.

Mayor Talbot said he thought the two parties were close in that the vision seemed the same initially, because both wanted commitment to office. However, he said **Godfrey** saw right through some things that Staff didn't. **Godfrey** said the City needs to stand by the commitments they had made previously to the taxing entities. COVID made the bridge too big to build. They couldn't see beyond the risk of current market conditions; and the City couldn't see beyond the risk of entitling a whole bunch of residential uses not knowing when the City would get the "key" (office) to the whole project.

Isaacson said there is not an effort to find fault, but lessons need to be learned. He was struck by how many zeros were in the agreements, hundreds of millions of dollars in places. With a contract of that size, the City needs to be on the ball up front. He recommends that the City Attorney should be involved earlier in the process. **Isaacson** said he can see why STACK got frustrated with the Staff. **Pace** said they made it clear that nothing was certain until a legal review had been done and the City Council had approved things. Something good that came of this is that **Godfrey** drafted a useful reimbursement agreement that can be used in the future. **Pace** said Station Park is the only true reimbursement agreement the City has ever done. **Mellor** said the City was lucky that Station Park didn't take advantage of the City with that agreement. **Godfrey** said the Station Park agreement is a traditional common increment reimbursement agreement for the 2004-2008 time period.

GOVERNING BODY REPORTS:

Mayor Talbot and City Council Reports

Mayor Talbot addressed the parking situation at Farmington Crossing, that there are perhaps not enough stalls for the people living there. The City allowed the Police Department to put no parking signs on Shephard Church Drive, a public street there. The management company of Farmington Crossing reacted, saying they appreciated that parking was being restricted on that road for safety reasons. However, some residents have a hard time with the parking restrictions. **Mayor Talbot** said the City is hesitant to paint the entire curb red there, but staff is watching it, as it is a work in progress.

Pace said the Homeowners Association (HOA) there didn't start charging for parking until 2016. They are required by their zoning approval to have 282 guest parking stalls, which they now charge for. **Pace** said the City they think that is a violation of their zoning approvals, and a letter will be sent to the HOA regarding that violation. The City will request that the HOA stop charging for those 282 guest parking stalls. The HOA charging and the LDS church prohibiting parking in their lot has brought this issue to a head. The Police Department went back 10 years and the only accidents they have had in the area have involved fire hydrants, not collisions or pedestrian accidents. The facts don't indicate it is a safety issue. **Pace** feels the biggest issue is that the HOA began charging for those stalls, and that pushed people from inside the neighborhood to park on that public street.

Wayment said she has lived on a street that was marked no parking. She said there should be no problem that the parking situation is trying to be figured out. She is glad that the City did not paint the curb yet and only did signs that can be taken down if it is needed.

Pace said he is happy to email the residents who have voiced concern to inform them of what is being done so far. It is a fad that apartment complexes have started charging for parking as a revenue source, and it is maddening because it causes more parking on public streets. He said he will send those emails tomorrow.

Shumway said she has been driving these roads for nine years, and it has only been a problem recently. There are 510 housing units in that area that all converge to that one street. So when both sides of the street are crowded, through traffic has to stop. It is on a curve, there is a trail, and there are young children in the area. It is a dangerous area. She said the management company is very aggressive at towing cars, which costs $300 for those in violation. **Mayor Talbot** said that is an expensive towing ticket. Shumway said that now all those guest parking spots are empty because no one wants to pay an extra $25 per month to use them.

Mayor Talbot wants to get something to the management company as soon as possible, as it is important to the people in the area.

Godfrey recommended that Pace pursue the zoning enforcement and in the meantime Councilmembers should tell those they hear from that they are aware of the situation and are currently collecting data.

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CLOSED SESSION

Motion:

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

Sworn Statement

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

_____

Jim Talbot, Mayor

Motion:

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

Shumway asked about the email regarding property by Canyon Creek Elementary. **Mayor Talbot** said that six acres is part of the negotiation with UDOT and is a great opportunity. He foresees that it will remain an open space park. **Shumway** said it is a nice spot for a trail head.

Pace said there is good progress on modifying the space upstairs.

ADJOURNMENT

Motion:

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

_____

Holly Gadd, Recorder

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FARMINGTON CITY – CITY COUNCIL MINUTES

SEPTEMBER 15, 2020

REGULAR SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Scott Isaacson, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Associate City Planner Meagan Booth; and Assistant City Manager/Economic Development Director Brigham Mellor.

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 4:00 p.m.

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

Mayor Talbot offered the invocation, and the Pledge of Allegiance was led by **Councilwoman Amy Shumway**.

NEW BUSINESS:

Purchase of property located at 572 N. 1525 W.

Assistant City Manager/Economic Development Director **Brigham Mellor** presented this item. As the City has received data from the Utah Department of Transportation (UDOT) on the traffic loads that will accompany the completion of the Shephard Lane interchange and the "mink farm interchange" on West Davis Corridor, it has become apparent that 1525 West will need to be widened substantially east of the D&RG. Without this new road alignment, the traffic will infiltrate and significantly impact the residential road system west of the D&RG trail. While drawings are still conceptual, it is apparent Parcel ID: 080600018 would be significantly impacted in any alignment scenario. Thus, the City decided to be proactive and mitigate that impact as soon as possible and considered several different options in consultation with the seller and the City Council.

This is to make way for the road in the business park, with Farmington City as the "buyer" and **Steven Gary Cox**, Trustee of the Steven Gary Cox Living Trust, dated October 24, 2019, as the "seller." The parcel is to the south of **Deb Turpin**'s home. The City plans to keep the shed, with the intent to service the park to the south.

Under the terms of the agreement, **Cox** will be permitted to leave his property on site for 12 months' rent free after the City takes ownership while he finds a new location for the personal property (cars needing restoration) he has located in and around the 1,200 square foot shed. **Cox** plans to lease the property for six months after that for $150 per month. The City does not need the space between now and then. **Cox** may take the fence materials with him.

The State Ombudsman has provided direction on this item at the request of the City. The City has also agreed to contribute $5,254 to assist **Cox** with relocation. The City plans to close on the property on February 1, 2021, so **Cox** can take full advantage of the tax benefits from the threat

of condemnation. He will have three years to put his money into something else. This is an "arm's length transaction," as the City is not forcing anyone from their property and **Cox** is voluntarily selling the property and shed to the City.

Motion:

Councilman Scott Isaacson moved to approve purchase of the property from Steven Gary Cox, as Trustee of the Steven Gary Cox Living Trust, and enter into the real estate purchase and sale agreement.

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

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including approval of minutes from August 18, 2020; Interlocal Agreement with Davis County for placement of a ballot drop box; Station Park North Subdivision plat amendment; Farmington Ranches Phases I Subdivision plat amendment; and Swain PUD Subdivision plat amendment.

Associate City Planner **Meagan Booth** commented that the Wendy's will be on its own parcel, after required easements were worked out with Central Davis Sewer District. There will be a cross access easement between Wendy's and Cabela's. This was applied for back in 2019, and it took some time to work out the easement issues.

Motion:

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

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

GOVERNING BODY REPORTS:

City Manager Report

City Manager Shane Pace spoke about the renaming of streets as proposed by **Jeff Cook**. He said the whole written deal with Brighton Homes rests on the requirement of renaming that street Cook Lane on the north side of the proposed City Park. **Jeff Cook** said a number of Cooks lived in Farmington over the years. **Pace** compromised, suggesting the rename only from Station Parkway to Digital Drive. From Digital Drive on, the road's name will be determined by the City and will likely be similar to the new park's name.

Mellor said when land use approval was given, they were going to build town homes with a hotel across the street. Now the hotel portion is not going forward as originally planned, since the hotel developer has fallen out of contract after COVID hit. **Mellor** said that the City would likely not have approved the Brighton Homes part of the development without the hotel portion. Now **Cook** is requesting the street renaming when they aren't willing to proceed with the hotel

portion of the deal. **Mellor** said that could be a reason not to approve the street rename. He said **Cook** plans nothing on the ground where the hotel was proposed. Once ground is removed from green belt, you can't do anything on that ground for four years without having to pay the penalty roll back taxes. That area is in the tax increment area, and the City was banking on collecting taxes from that property. He would like to ask **Cook** to continue with the original hotel portion proposed when land use approval was given.

Pace does not want to use the street name as leverage, and believes the City Attorney would not like that. **Mayor Talbot** is worried that in the absence of a hotel or office building, Brighton Homes will come in and want to build more townhomes than originally proposed. He said this new council approved everything based on the fact there would be a commercial use on the corner. He would like to get a meeting to find out why the family is resisting a hotel.

Pace said the City Council can go through the process to change the name of any road at any time. **Isaacson** said he does not want to use the street name as leverage, but wants help from the developer to try to get a hotel or commercial development on the property. **Mellor** suggested the City Park there be named Cook Park.

Pace said the City is two-thirds of the way done cleaning up the east side following the massive wind storm, and the west side is not as bad. Glover's Lane Park will be closed to clean-up efforts on Saturday. The Utah Department of Transportation (UDOT) has been giving 10 to 23 trucks every day. The National Guard has had eight trailers every day to help with the effort. Davis County provided three equipment operators every day. Farmington will go through one more sweep (a second) beginning Monday.

GIS Specialist **Dennis Allen** helped use an app to document all the damage as quickly as possible using photos and GIS locations. There were over 5,000 documented cases of property damage, downed trees and piles of debris which will help when federal funding is sought through the County. Employees from Public Works, Parks & Recreation, Police, Fire, and Community Development helped with the effort. Overtime was offered to all employees, some of whom worked 16-hour days to help. There has only been one minor accident that has occurred during the clean-up effort. In 2011, Farmington was reimbursed $106,000 from the storm following $200,000 in indirect expenditures. The City is documenting overtime hours and equipment use for this year's storm.

Councilwoman **Rebecca Wayment** arrived at the meeting.

The City Council participated in an Economic Development Tour of sites in the Salt Lake Valley. They viewed two South Jordan developments (SoJo Rail Stock and RiverPark) as well as the Cairns District in Sandy to see how they had developed over time. The field trip could give perspective on how to develop Farmington's North Station Business Park in the future.

ADJOURNMENT

Motion:

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

_____

Holly Gadd, Recorder

DRAFT

FARMINGTON CITY

FARMINGTON
HISTORIC BEGINNINGS · 1847

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Carly Rowe, Planning Department

Date: September 28, 2020

SUBJECT: VISIONARY HOMES 2020 LLC IMPROVEMENTS AGREEMENT (CASH FORM)

RECOMMENDATION

Ratify the Farmington City Improvements Agreement (Cash Form) between Visionary Homes 2020 LLC and Farmington City, previously signed by the Mayor, for the Arrowgate Phase 2 development.

BACKGROUND

The bond estimate for Visionary Homes 2020 LLC, Arrowgate Phase 2 development is $71,169.00, which includes a 10% warranty amount. Visionary Homes 2020 LLC has submitted a cash payment with the City, which matches the bond estimate total.

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

Respectfully Submitted,

Carly Rowe
Planning Department

Review and Concur,

Shane Pace
City Manager

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Visionary Homes 2020 LLC (hereinafter "Developer"), whose address is 50 East 2500 North, Suite 101, North Logan, Utah 84341, 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 Arrowgate phase 2, located at approximately 350 East and Shepard Lane, 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 $71,169.00.

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 $71,169.00 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.

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 11 day of August, 2020.

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

_____
Holly Gadd, City Recorder

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

DEVELOPER:

_____

By: Dallas Nicoll

Its: Manager

STATE OF UTAH)
: ss.
COUNTY OF Cache)

On this 11 day of August, 2020, personally appeared before me Dallas Nicoll who being by me duly sworn did say that he is the Manager of Visionary Homes 2020, a limited liability company, and that the foregoing instrument was duly authorized by the Managers of said limited liability company.

Emily Daines
NOTARY PUBLIC
Residing in Cache County, Utah.

EMILY DAINES
NOTARY PUBLIC, STATE OF UTAH
My Comm. Exp. 05/19/2024
Commission 712043

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On the 29th day of September, 2020, personally appeared before me H. James Talbot and Holly Gadd who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

D. Clare P. Carlile
NOTARY PUBLIC
Residing in 6/5/2024 County, Davis.

DIANNE R CARLILE
Notary Public State of Utah
My Commission Expires on:
June 5, 2024
Comm. Number: 712440

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Greg, Davis, Finance Director
Date: September 16, 2020
Subject: Ambulance Fund customer receivables – writing off uncollectible items

RECOMMENDATION(S)

Approve writing off certain Ambulance Fund customer receivables that are deemed uncollectible, totaling to $92,095.90 for fiscal year 2020. This is an annual procedure.

BACKGROUND

Every year the City writes off certain aged receivables that are unlikely to be collected. This process enables the city to more accurately report the financial position of the Ambulance fund, more closely reflecting the value of receivables. See enclosed list for your approval. Although the City reduces the reported value of the receivables in its financial statements, the billing and collection agency retained by the city will continue to attempt collection. It is possible that the City will receive payment for a portion in the future.

Respectfully submitted,

Greg Davis
Finance Director

Review and concur,

Shane Pace
City Manager

2020 AMBULANCE WRITE OFF

170103151400	01/03/17	JOHNSON, DONALD	$ 435.39
170106111600	01/06/17	CLARKE, MICHAEL	$ 970.06
170110132500	01/10/17	CHILD, RYAN	$ 1,908.55
170112140500	01/12/17	NIELSEN, MARTIN	$ 0.30
170113214500	01/13/17	LAVIZZO, SIMONE	$ 215.00
170114133000	01/14/17	MCDONALD, SHANE	$ 1,041.85
170115175300	01/15/17	STEADMAN, MARVIN	$ 1,524.87
170116180800	01/16/17	LAVIZZO, SIMONE	$ 265.00
170119184000	01/19/17	SADEGHIAN, ROBERT	$ 1,259.60
170120155300	01/20/17	WILLIAMS, KELSEE	$ 1,449.50
170120201000	01/20/17	STOUDERMIRE, COURTNEY	$ 1,073.50
170131141900	01/31/17	HERNANDEZ, TENILLE	$ 1,073.50
170203115900	02/03/17	DOUTT, LULU	$ 1,703.15
170209165500	02/09/17	LUNA, CHRISTIAN	$ 1,105.15
170209192200	02/09/17	PEREZ, ARNALDO	$ 941.85
170212002400	02/12/17	GATES, KARROLL	$ 225.00
170212225500	02/12/17	CASIAS, CHARLES	$ 381.54
170221093700	02/21/17	MEAES, AUSTIN	$ 131.84
170223092000	02/23/17	WHICKLE, MASON	$ 1,362.85
170227170500	02/27/17	CASE, NICHOLAS	$ 1,041.85
170227200200	02/27/17	MCQUAY, JILL	$ 44.66
170301194000	03/01/17	BAGLEY, STEPHANIE	$ 1,699.85
170305183000	03/05/17	ASHLEY, AMY	$ 125.85
170320182400	03/20/17	CROWLEY, JOHN	$ 1,376.67
170327192000	03/27/17	CHAVEZ, ROBERT	$ 636.21
170329111200	03/29/17	BOWN, STEPHEN	$ 1,068.50
170407222900	04/07/17	HARRISON, SYLVIA	$ 681.23
170413090900	04/13/17	STEADMAN, TYLER	$ 1,851.25
170414104900	04/14/17	MARTIN, RICHARD	$ 1,073.50
170414191100	04/14/17	HARKNESS, DANIELLE	$ 1,073.50
170420170400	04/20/17	POULSON, REGAN	$ 1,300.00
170424144000	04/24/17	MURRAY, TERA	$ 1,786.50
170427163500	04/24/17	ADAMSON, CAMERON	$ 2,124.65
170429014700	04/29/17	DAY, TYRELL	$ 212.70
170430113600	04/30/17	LIETZ, JOHN	$ 1,105.15
170514011500	05/14/17	LYON, ARLENE	$ 103.51
170517021300	05/17/17	VANWYGAARDEN, HEIDI	$ 83.33
170520082100	05/20/17	BAIN, NIKOLE	$ 1,421.65
170524043000	05/24/17	DAYE, ANTWAN	$ 1,404.50
170524102000	05/24/17	ZABRISKIE, BRAD	$ 448.15
170524141100	05/24/17	REID, JEANNA	$ 423.52
170526222500	05/26/17	LAMAZIERE, ANDREW	$ 1,073.50
170601001300	06/01/17	KEATON, PATRICK	$ 1,073.50
170602151700	06/02/17	FRITINGER, SOPHIA	$ 100.00
170608200600	06/08/17	BURKE, MATTHEW	$ 1,927.90
170609192500	06/09/17	LINDSAY, KELLY	$ 1,896.25
170612152300	06/12/17	LAYTON, FRANCES	$ 110.80
170624180000	06/24/17	ZAMORA, JOSEPHINA	$ 978.60
170627063100	06/27/17	WADE, JANICE	$ 83.33
170628011100	06/28/17	FLETCHER, KATHY	$ 169.57
170628101000	06/28/17	STEADMAN, BRIAN	$ 1,404.50
170628191500	06/28/17	MONAGO, SAUL	$ 1,041.85
170630144600	06/30/17	ALLEN, THERESA	$ 1,627.70
170703153500	07/03/17	DENNIS, RUSSELL	$ 978.55

170705233004	07/05/17	GREEN, CIARA	$ 1,073.50
170708225000	07/08/17	HOOGS, NAOMI	$ 1,341.20
170711100700	07/11/17	HUTH, RON	$ 1,402.34
170711162600	07/11/17	JENNINGS, FARRELLINE	$ 1,062.50
170712100400	07/12/17	HARRISON, NICOLE	$ 985.90
170713133700	07/13/17	HERERRA, MARIA	$ 1,974.80
170715211300	07/15/17	MOUNTEER, CAMILLE	$ 1,017.55
170717141200	07/17/17	GOME, NICOLE	$ 1,207.50
170718151500	07/18/17	JENSEN, GAYLE	$ 3,739.16
170722123400	07/22/17	GUSTASO, CARL	$ 1,144.15
170722181000	07/22/17	LUCERO, CHRISTINA	$ 1,550.50
170723095800	07/23/17	FENSTERMAKER, BROCK	$ 1,904.85
170724142500	07/24/17	FOOTE, JEAN	$ 97.68
170726101400	07/26/17	PIETRAMALA, MICHAEL	$ 75.00
170729173700	07/29/17	CARTER, KAYLEE	$ 1,284.05
170730183400	07/30/17	BARBER, LIESEL	$ 610.00
170730193000	07/30/17	BARBER, JAY	$ 2,667.60
170805135000	08/05/17	FRANSON, BRENT	$ 1,577.62
170805195300	08/05/17	GOULD, KRIS	$ 315.45
170807201300	08/07/17	NELSON, SHALEE	$ 1,962.50
170815121000	08/15/17	LINARES, MARCUS	$ 220.50
170818225800	08/18/17	MOORE, JOSEPH	$ 103.51
170819183400	08/19/17	PETERSON, KRIS	$ 71.95
170822090300	08/22/17	DARNON, CLAUDE	$ 2,346.85
170825142600	08/25/17	ANDERSON, JESSICA	$ 1,062.50
170825144200	08/25/17	DUARETE, MARLETH	$ 1,996.50
170830080400	08/30/17	CANTRELL, RYDER	$ 880.95
170830080900	08/30/17	CURRY, SHANNEL	$ 1,233.95
170831135200	08/31/17	HAIOLA, VICTOR	$ 1,819.85
170831205000	08/31/17	ELLIS, TRISHA	$ 92.08
170905140200	09/05/17	VODDEN, JACOB	$ 1,911.50
170908233300	09/08/17	CRAFT, ADAM	$ 950.06
170910120000	09/10/17	GILLARD, JAMES	$ 1,848.20
170912153800	09/12/17	SOMOFF, PAMELA	$ 350.00
170915141900	09/15/17	MORAN, CAITLYN	$ 1,112.50
170915174100	09/15/17	HILL, ALICIA	$ 777.65
170915175500	09/15/17	FOLEY, JULIA	$ 596.58
170916192300	09/16/17	FORD, KAREN	$ 1,144.15
170919062500	09/19/17	LAW, CHADWICK	$ 604.85
170919142500	09/19/17	HERNANDEZ, JOSE	$ 2,065.75
170919204400	09/19/17	TESTA, RICHARD	$ 0.93
170920194300	09/20/17	OWEN, LANCE	$ 1,144.15
170920212200	09/20/17	GUARDIPEE, DAVID	$ 1,049.20
170922140300	09/22/17	TRUJILLO, EMANUEL	$ 1,392.20
170923005500	09/23/17	JOHNSON, BRENDA	$ 1,049.20
170930120300	09/30/17	LEININGER, AUBREY	$ 84.95
170930174000	09/30/17	KEATON, TINA	$ 1,144.15
171002161700	10/02/17	PETERSON, KELLY	$ 1,990.50
171005175100	10/05/17	WOODBURY, SHANE	$ 2,034.55
171006002100	10/06/17	MURRAY, KIMBERLY	$ 1,031.49
171010151900	10/10/17	HENICH, EMIL	$ 1,365.70
171010184400	10/10/17	GUILLAUME, LAURA	$ 1,656.08
171017155500	10/17/17	DARNELL, JENNIFER	$ 426.10
171018015700	10/18/17	WADE, JANICE	$ 83.33
171025170100	10/25/17	DAVIS, MARQUITA	$ 50.00

171103222100	11/03/17	ROOKLIDGE, LAUREN	$ 53.50
171104165100	11/04/17	HANSEN, DAVID	$ 250.00
171113022300	11/13/17	SLAMANCA, PENA	$ 1,112.50
171114110900	11/14/17	BREWER, TRAVIS	$ 1,817.95
171116074400	11/16/17	HOSKINS, SARAH	$ 200.00
171117231300	11/17/17	ROSENGREEN, ILENE	$ 250.00
171119185100	11/19/17	POKUA, MARGARET	$ 50.00
171119234600	11/19/17	HAWKES, KEENAN	$ 985.90
171122152500	11/22/17	DAVIS, KITLYNN	$ 117.16
171124173400	11/24/17	EASTMAN, DAISHA	$ 677.60
171126013000	11/26/17	KOBEL, STEPHANIE	$ 2.71
171127203700	11/27/17	SOMOFF, PAMELA	$ 71.44
171201132800	12/01/17	VARGAS, OSCAR	$ 386.04
171204122800	12/04/17	LONGBROOK, BONNIE	$ 601.17
171214150100	12/14/17	PIERCE, BRIAN	$ 275.00
171218140600	12/18/17	LECHEMINANT, STANFORD	$ 250.00
171218212600	12/18/17	HUSSEY, SPENCER	$ 1,971.25
171219092300	12/19/17	WOOD, SAMANTHA	$ 100.00
171220111300	12/20/17	CAMPBELL, DONNA	$ 241.48
171223003400	12/23/17	ESTHEIMER, JUSTIN	$ 1,144.15
171223134500	12/23/17	MORRELL, HAL	$ 303.15
171223164700	12/23/17	MARTINEZ, RYAN	$ 127.00
171226161500	12/26/17	ANGEINE, GREGORY	$ 1,911.50
171226204000	12/26/17	DE REYES, SILVIA	$ 105.00
		SUBTOTAL	$ 126,312.04
		PAYMENTS ON ACCOUNTS PREVIOUSLY WRITTEN OFF	$ (34,216.14)
			$ 92,095.90

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Carly Rowe, Planning Department

Date: September 30, 2020

SUBJECT: FEE SCHEDULE UPDATE – Professional Service/Engineering Fees.

RECOMMENDATION

Move that the City Council adopt the enclosed resolution expanding the Professional Service fee to include Engineering review.

BACKGROUND

In previous years, the City has used a third party consultant for engineering reviews on land use applications. Since the City rarely uses those third parties, because we have an "in-house" engineer, we are requesting that the Council change the name of the fees listed "Consultant Services Fee, Initial & Quarterly Deposit" and "Professional Service Fee, Initial & Quarterly Deposit" to Engineering and Professional Service Fee, Initial and Quarterly Deposit. This is consistent with other Cities and how their engineering fees are charged.

Respectfully Submitted,

Carly Rowe
Planning Secretary

Review and Concur,

Shane Pace
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE CONSOLIDATED FEE SCHEDULE RELATED TO PROFESSIONAL SERVICE FEES

WHEREAS, the City Council has reviewed the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

WHEREAS, the City Council, upon recommendation from the City's Administrative staff, has determined that amendment of the consolidated fee schedule is necessary to include an engineering fee along with a professional service fee.

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

Section 1. Amendment. The Farmington City Consolidated Fee Schedule is hereby amended to replace the wording of *Consultant Services Fee, Initial & Quarterly Deposit* and *Professional Service Fee, Initial & Quarterly Deposit* to read Engineering and Professional Service Fee, Initial & Quarterly Deposit. See Exhibit "A" attached.

Section 2. Severability. If any section, clause or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 6TH DAY OF OCTOBER 2020.

FARMINGTON CITY

ATTEST:

_____

Holly Gadd
City Recorder

By: _____

H. James Talbot
Mayor

Exhibit A

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

A. LAND USE RELATED FEES

Time of Payment

Application fees shall be payable at the time the application is filed for review with Farmington City. Applications shall not be deemed complete until payment is made. Development Impact Fees or other required fees shall be payable prior to issuance of permits for developments or, in the case of subdivisions, prior to recordation of a subdivision plat.

[Note: the initial deposit for professional service/consultant fees set forth below is required at the time of application and each quarter thereafter up and until plat recordation, the issuance of building permit, the submittal of a site plan, application for preliminary, minor, or final subdivision plat, street dedication plat recordation, street vacation or street name change recordation, and/or until an easement or easement amendment is recorded--whatever the case may be--in anticipation of direct engineering/survey, City Attorney, and/or consultant review costs to be incurred by the City; fees are also required quarterly to pay any such cost incurred above the deposit amount—likewise, any deposit money not needed to off-set these costs will be refunded to the applicant].

A1.	**Administrative Determination Application Fee**	**$**	**125.00**
	*Minor Conditional Use Amendments		
	*Minor Variances		
	*Nonconforming Uses		
	*Temporary Use		
	*Uses Not Listed		
A2.	**Annexation Application Fee**	$	400.00
	Staff Processing (Administrative, Planning) plus cost of notice publication in Davis County Clipper, recording fees		
A3.	**Conditional Use Application**	$	200.00 +
			$25 per acre or portion thereof
	*Time Extension	$	100.00
A4.	**Site Plan Approval by Planning Commission**		
	***Concept Plan**	$	400.00
	***Site Plan Application**		
	(Commercial, Industrial, or Apartment Dwelling Group)		
	First acre or portion thereof	$	650.00
	Acres 2, 3 and 4 or any portion thereof	$	500.00 Acre
	Each acre or portion thereof over 4	$	350.00 Acre
	***SPARC Review**	$	250.00
	PLUS:		

~~Consultant Services Fee, Initial & Quarterly Deposit~~ Engineering and Professional Service Fee, Initial & Quarterly Deposit	$	500.00

(Deposit for consultant services beyond the amount covered in the base fee. Adjustment shall be made prior to submittal of site plan according to direct consultant service costs incurred - see note above)

***Project Master Plan (PMP) Application**	$	400.00

(Adjustment shall be made prior to submittal of Site Plan according to direct professional service costs incurred - see note above. Developer shall pay actual cost.)

***Single-family, Two-family dwelling, and Other Minor Permitted Uses**

Site Plan Review	$	25.00

(Applicant shall also pay all review costs incurred by the City Engineer and City Attorney)

No Site Plan Review	NO FEE	

***Condominium Conversion**	$	150.00 +
	$	50.00
***Time Extension**	$	100.00

unit

A5.	**Board of Adjustment / Building Board of Appeals Application**	$	150.00
	*Appeals		
	*Non-Conforming Uses		
	*Variances		
A6.	**General Plan Amendment**	$	300.00
A7.	**Temporary Use Application (to Planning Commission)**	$	100.00
A8.	**Special Exception**	$	150.00
A9.	**Zoning Amendment**		
	*Rezone	$	300.00
	*Text Change	$	200.00
A10.	**Re-Application**		
	*When Application is pulled by Applicant	$	50.00
	*Conditional Uses	$	0.50

of original fee

A11.	**Public Hearing Notice Fee**		Varies

Cost of newspaper publication plus postage for each individual notice (Charged every time a public hearing is required).

A12. **Maps and Publications**

***Maps sized 24"X36"** - Streets, General Plan, Zoning, Other		
Black and White	$	5.00
Color	$	15.00
***Maps sized 11"X17"** - Streets, General Plan, Zoning, Other		
Black and White	$	0.50
Color	$	2.50
***Zoning Ordinance Text**	$	15.00
***General Plan Text**	$	5.00
***Subdivision Ordinance Text**	$	5.00
***Other Titles**	$	5.00

A13.	**Planning Commission Review**	$	25.00

(Used for informal review of proposal by the Planning Commission)

City Council Review	$	25.00

(Used for informal review of proposal by the City Council)

A14. **Conservation Easement Amendments**

Application Fee	$	250.00
~~Professional Services Fee, Initial & Quarterly Deposit~~	$	750.00

Engineering and Professional Service Fee, Initial & Quarterly Deposit

(In accordance with the Conservation Easement Amendment Policy, the applicant is required to pay for any legal and engineering fees incurred by the City in response to an application request. The Professional Services Deposit is required to be paid at the time the application is filed with the City, and each quarter thereafter - see note above. Any unused deposit will be refunded to the applicant after recording of the easement amendment or denial of the application, as applicable. The applicant shall be required to pay for any legal and engineering costs incurred by the City in response to the application that exceed the deposit - see note above. Such costs shall be paid prior to recording of the easement amendment, if approved, or within 30 days of final decision, if denied.

Recording Fee	Varies

(Actual cost determined and charged by Davis County Recorder)

Conservation Easement Enforcement and Monitoring Fund	As set by City Council

	With streets	$45/Lot
	***Recording Fee**	Varies
	(Actual cost charged by Davis County Recorder)	
	***Condominium Conversion**	$ 150.00 + $50/Unit
	***Lot Line/Boundary Adjustment**	$ 125.00
	***Time Extension**	$ 100.00

B4. Streets and Easements

*Street Dedication	$ 150.00
*Street Vacation	$ 150.00
*Street Name Change	$ 150.00
*Easement Vacation	$ 100.00

B5. Slurry Seal Fee — $1.80/Sq.Yard

Persons constructing public streets within developments in the City will be assessed a slurry seal fee of $1.80/square yard. The slurry seal will be contracted by the City or under the direction of the City following specs as outlined in the City's Development Standards.

B6. Decorative Street Lighting Fee

***Utility Granville**	$ 3,200.00
100 W HPS, Clear Acrylic, no bands on trim with shield (GVU100HP12B7NCUH) and 14' high, 5" shaft painted black fluted, direct bury, galvanized base (S14F5/9-CA-DBBGALV) and cost of wiring.	Per Light

B7. Temporary Occupancy Application Fee — $ 50.00

B8. Special Truck Routing Permit Application Fee — $ 50.00

B9. Storm Water Permit Fees

*Storm Water Permit Application Fee	$ 50.00
*Storm Water Permit Bond	$ 1,000.00
*Storm Water Permit Reinstatement Fee	$ 100.00
*Storm Water Permit Violation Fine	
With no contamination of storm water system	$ 100.00
With contamination of storm water system	$ 200.00

B10. PLUS:

~~Professional Services Fee, Initial & Quarterly Deposit~~

Engineering and Professional Service Fee, Initial & Quarterly Deposit

CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

S U B J E C T: City Manager Report

1. Building Activity Report for August
2. Car Wash

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

Month of August 2020	BUILDING ACTIVITY REPORT - JULY 2020 THRU JUNE 2021				
RESIDENTIAL	**PERMITS THIS MONTH**	**DWELLING UNITS THIS MONTH**	**VALUATION**	**PERMITS YEAR TO DATE**	**DWELLING UNITS YEAR TO DATE**
NEW CONSTRUCTION **********					
SINGLE FAMILY	19	19	$4,525,925.89	25	25
DUPLEX	0	0	$0.00	0	0
MULTIPLE DWELLING	0	0	$0.00	0	0
CARPORT/GARAGE	3		$102,251.60	5	
OTHER RESIDENTIAL	4	0	$220,489.57	4	
SUB-TOTAL	26	19	$4,848,667.06	34	25
REMODELS / ALTERATION / ADDITIONS **********					
BASEMENT FINISH	5		$26,833.00	8	
ADDITIONS/REMODELS	1		$80,339.18	4	
SWIMMING POOLS/SPAS	4		$130,565.40	10	
OTHER	26		$344,858.00	48	
SUB-TOTAL	36		$582,595.58	70	
NON-RESIDENTIAL - NEW CONSTRUCTION **********					
COMMERCIAL	0		$0.00	0	
PUBLIC/INSTITUTIONAL	0		$0.00	0	
CHURCHES	0		$0.00	0	
OTHER	2		$30,148.00	2	
SUB-TOTAL	2		$30,148.00	2	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL **********					
COMMERCIAL/INDUSTRIAL	0		$0.00	2	
OFFICE	0		$0.00	0	
PUBLIC/INSTITUTIONAL	0		$0.00	0	
CHURCHES	0		$0.00	0	
OTHER	0		$0.00	0	
SUB-TOTAL	0		$ -	2	
MISCELLANEOUS - NON-RESIDENTIAL **********					
MISC.	2		$38,138.00	2	
SUB-TOTAL	2		$38,138.00	2	
TOTALS	64	0	$5,499,548.64	108	25

CITY COUNCIL AGENDA

For Council Meeting:
October 6, 2020

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.