

WORK SESSION: A work session/City projects tour will be held at 3:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The Council will finish discussing FY2016 and 2017 budgets and tour the new gym and projects in the Station Park area. The public is welcome to attend. The work session agenda will be as follows:

- 3:00 Finish Discussing FY2016 and 2017 Budgets
- 5:30 Tour
- 6:30 Discussion with Davis County Commissioners

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, May 17, 2016, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

PRESENTATIONS:

- 7:05 Annual Progress Report of the Farmington Trails Committee

PUBLIC HEARINGS:

- 7:15 Zoning Ordinance Amendment

NEW BUSINESS:

- 7:20 Farmington Crossing Trail Parcel Acquisition
- 7:25 Hughes Discussion Item related to the 4218 Development Restriction Line
- 7:30 Temporary Access Easement Request for Kaysville

SUMMARY ACTION:

- 7:40 Minute Motion Approving Summary Action List

1. Resolution Amending the Consolidated Fee Schedule relating to Baseball Field Rentals and Gym Admission Fees
2. Farmington Hollow Phase 2 Improvements Agreement
3. Approval of Minutes from April 27, 2016
4. Approval of Minutes from May 3, 2016
5. Kaysville Boundary Adjustment – Resolution of Intent – Jeff Clark
6. Animal Control Contract with Davis County

7:45 City Council Committee Reports

GOVERNING BODY REPORTS:

8:00 City Manager Report

1. Executive Summary for Planning Commission held on May 5, 2016
2. Fire Monthly Activity Report for April
3. UDOT West Davis Corridor Update

8:05 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for property.

DATED this 12th day of May, 2016.

FARMINGTON CITY CORPORATION

By:  _____
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
May 17, 2016

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

It is requested that City Councilmember Cory Ritz give the invocation to the meeting and it is requested that Councilmember Doug Anderson 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:
May 17, 2016

S U B J E C T: Annual Progress Report of the Farmington Trails Committee

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Ron Robinson, Trails Committee Chair will be making this presentation.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Ron Robinson

Date: May 17, 2016

SUBJECT: ANNUAL PROGRESS REPORT OF THE FARMINGTON TRAILS COMMITTEE

RECOMMENDATIONS

Grant ten minutes to address the Mayor and City Council and allow Ron Robinson to present the annual progress report of the Farmington Trails Committee.

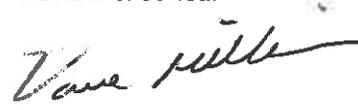
BACKGROUND

The Farmington Trails Committee by-laws require an annual report be given by the Trails Committee Chair to the City Council of the current activities and accomplishments of the Trails Committee.

Respectfully submitted


FOR
Ron Robinson
FTC Chair

Review & Concur


Dave Millheim
City Manager

Annual FTC Progress Report – 2015

File: Progress_Report_2015.docx **Date:** February 20, 2016

SUMMARY

The By-Laws of the Farmington Trails Committee (FTC) require an annual progress report be made to our Governing Body of our activities. This report is for the calendar year of 2015. 2.9 miles of new trails were completed this year for a total of 135.3 miles of trails in the Farmington Trails System.

TRAILS

1. **Farmington Hollows Trail** – Two Eagle Scout projects completed two-thirds of this nature trail in a beautiful hollow along Haight Creek in the Farmington Hollow Subdivision. This was a trail that has been actively sought for over ten years.
2. **Farmington Upper Terrace Cliffhanger** – A new trail was added to connect the top of the south end of the Farmington Upper Terrace to the Francis Peak Access Trail.
3. **Great Western Trail Work** – Ryan Lauck arranged a work project with his running group and the FTC to improve a section of this trail.
4. **Hidden Meadows Trail** – This trail was extended three quarters of the way down the canyon toward Ricks Creek.
5. **BST Bike Flow Trail** – Two Eagle Scout projects built a “flow trail” for bikers at the mouth of Farmington Canyon.
6. **BST Erosion** – Many diversion channels were cleaned out to prevent trail erosion on several trails including the south side of Farmington Canyon and Davis Canyon.
7. **Trail Marking** – More Carsonite posts and aluminum markers were added to the trails to help hikers to find their way and to know their destination distances.
8. **South Frontage Road Re-paving:** The FTC convinced the City Council to repave the damaged South Frontage Road Trail. This support of a popular jogging trail was very appreciated by the FTC.

PUBLIC RELATIONS

1. **Trail Pamphlets:** 10,000 full-color pamphlets were printed which featured 50 trail adventures and an updated, full-color map of all the trails. A copy with a letter from the Mayor was mailed to every Farmington household. All the pamphlet and mailing costs were paid for from FTC accounts and two sponsors.
2. **Trail Pamphlet Dispensers:** A clear plastic dispenser will or has been given to the following locations to display the free pamphlets: Rock Hotel Dental, City Offices, City Pool, Station Park Concierge, Fox Glove Fitness 10, the Advanced Health Clinic on Shepard and Main, the Station Park Gym, Loyal Cycle, Cross Fit, and Mountain View Dentistry. Hampton Inn, Harmons, and Parks & Rec have their own holders.
3. **Website:** Two URL’s were purchased to take on-line users directly to the trails page of our Farmington City website – “FarmingtonTrails.com” and “FarmingtonTrails.org”. We are also on Facebook at *Farmington Trails*.
4. **Tenth Trails Kiosk:** Donny Bracken installed the tenth kiosk at the Davis Creek Reservoir.
5. **Trail Kiosk Handouts:** The ten kiosks throughout the City were kept stocked with free handouts that give a listing all the trails and directions to the trailheads.
6. **FTC Monthly Meetings:** The City Newsletter, Utah Public Meeting Notice website, City Hall door notice, and city website were used to invite the public to our monthly meetings.
7. **Festival Days:** The FTC participated in the Festival Days parade. Also, the FTC staffed an information booth at the carnival in the park. The interest in trails remains high.
8. **Power Hikers:** Three more Power Hiker awards were given.

9. **Flag Rock:** Randy West retired as Trail Chief for the Flag Rock Trail and as custodian of the flag due to a move out of State. Randy has been tireless in his efforts to place a flag on the mountainside in memory of those who perished in the 9/11 attacks including the rescue workers. Randy also spent unnumbered hours in building, improving, and maintaining the trail to the flag. Ron Robinson took over the duties including the replacement of the flag every three months when it gets weather worn.
10. **Memorial Day Hike:** Ron led a hike up to Flag Rock. The FTC purchased a new American flag to fly atop the mountain. A ceremony was held at the fire station before the hike where the Mayor spoke and the sacrifice of those who died was remembered.
11. **Point of View Park Vandalism Control:** George Chipman distributed three dozen flyers to the homes near Point of View Park to request help in monitoring and reporting who might be doing the vandalism to the vinyl fence around the park the last several years. The word must have got out because the vandalism has stopped.
12. **Kiosk Lexan Sheeting:** The broken plastic on two kiosks was replaced with high-strength Lexan sheeting to deter future vandalism.
13. **Anti-Vandalism Decals:** George Chipman reported that the anti-vandalism decals we placed last year on our signs and Carsonite marker posts seems to have help reduce vandalism. The decals feature an American Flag symbol and the phone number of the Sheriff to call to report vandalism.
14. **Dog Waste Bag Canisters:** George Chipman made ten Dog Waste Bag Canisters and attached them to signs. Ron Robinson helped him install them through the City at our parks and trailheads.
15. **GPS Trail Mapping:** Todd Argyle has mapped most of our trails to give us accurate .KMZ files that are compatible with hand GPS units. We will make these downloadable from our website so a person can walk the trail and know within a few feet where the route is. Todd will finish the mapping effort next spring (2016). This information will also be used for our next edition of our trail Guide book.

VOLUNTEERISM

1. **100th Eagle Scout Project:** Donny Bracken became the one-hundredth Scout to complete an Eagle Scout project to improve the Farmington Trails System. He was honored at a City Council meeting and represented the other 99 young men.
2. **Eagle Scout Projects:** Six boys earned their Eagle Scout ranks by giving service in benefit of our trails. These included projects to install a bench at a Farmington Ranches Neighborhood bike “pump” track, installing a trails kiosk at the Davis Creek Reservoir, building a nature walk trail in Haight Creek Hollow, and building a bike “flow trail” at the mouth of Farmington Canyon.
3. **Trail Chiefs:** The number of Trail Chiefs rose to 59 to help maintain the trails as more helpful citizens were added to our F.O.O.T. Patrol to replace those who needed to resign.
4. **Trail Chief Training** – A tradition was continued to invite all the Trail Chiefs each year to the September FTC meeting and do refresher training while expressing appreciation for all the hours they spend maintaining our great trail system.
5. **Home Schooler Service Project:** Ryan Lauck led a group of home school children to re-stain the Farmington Nature Center boardwalk.
6. **Trail Advocate of the Year:** Ryan Lauck was chosen due to all his service to trails and for his signature rock work that improves several of our trails. His name plate was added to the commemorative wall plaque displayed at the Parks & Rec Building.
7. **Farmington Ranches Bike Pump Park** -- Ron Robinson supervised a HOA neighborhood effort to create a bike “pump” track park in the Farmington Ranches area.
8. **FTC Neckerchiefs** – Jeane Chipman sewed lime-green neckerchiefs for all the Trail Chiefs to wear in the Festival Days parade.

FINANCE

1. **Financial Planning:** A budget was submitted to and approved by the City along with a prioritized list of projects.
2. **Trails Literature Sales:** The last of the Guide books was sold thus allowing the recovery of printing costs.
3. **\$4000 Donation:** An anonymous donor gave the City \$4000 to help with trails.

LEGAL

1. **FTC Members** – Scott Cornford was appointed to fill Committee Seat #2 which expires in one year. Lani Shepard was appointed to fill Committee Seat #4 which expires in 2 years. Ryan Lauck was re-appointed to fill Committee Seat #5 which expires in three years. Scott Ogilvie was re-appointed to fill Committee Seat #6 which expires in three years. Amy Shumway was appointed to fill Committee Seat #8 which expires in two years.
2. **FTC Officers** – George Chipman was re-appointed as Chairman for 1 year. Scott Ogilvie was re-appointed as Vice Chairman for 2 years. Scott Cornford was appointed as Vice President for Electronic Information for 2 years.
3. **Farmington Creek Trail Illegal Access** – Two new homes were added to Bella Vista Drive and one home on Stevens Circle thus closing off three more potential illegal vehicle access points. George Chipman contacted the owner of land on North Compton Road who agreed to add a locked gate where vehicles were illegally accessing the hillside. Lawrence Welling, the land owner, completed this improvement in 2015.

ORGANIZATIONAL LIAISON

1. **City Meeting Representatives:** FTC members took turns with the assignment to attend every Planning Commission and City Council meeting where trail issues were on the agenda.
2. **Davis County Trails Committee:** Greg Tanner and Ron Robinson represented the FTC at these meetings. A large master map of all the trails in south Davis County was completed with thousands of copies made available to the public and tourist sites. The Farmington Trail System trails were on the map.
3. **Public Works:** George Chipman coordinated the trail needs between the City Public Works Department and the FTC.
4. **Davis County Health Department:** Ron Robinson is a member of a subcommittee to help prevent obesity in the County. The trails will become promoted to benefit the fitness of our fellow citizens.
5. **Kaysville/Farmington Active Transportation Steering Committee:** Amy Shumway joined this committee and assisted with a County-wide survey of improvement priorities.
9. **Development Review Committee:** George Chipman attended the weekly meetings to help coordinate and resolve the trail issues that may be part of each new subdivision or development.
10. **Puncture Vine Control:** The FTC helped the Parks and Rec Department control this troublesome weed on the Davis Creek Trail, Frontage Road Trail, Haight Creek Trail, parts of the Rails-to-Trails and Legacy Trail, and the BST.
11. **UDOT Travelwise Program:** George Chipman met with Kaitlin Barklow, an urban planner with UDOT, and Kim Clark, a UDOT consultant, to coordinate the FTC's support of this program that encourages transportation and active living goals.
12. **Outdoor Summit:** Scott Ogilvie and Ron Robinson attended this conference on March 3rd to collect ideas to help our trail effort.
13. **Horse-Friendly Trails Study:** The City Council requested the FTC to research and recommend which trails should be considered horse-friendly after a complaint was made concerning horse droppings on trails. A survey of residents, horsemen, and the FTC input yielded the following recommendation: Designate over one third of our 36 trails as "horse-friendly" trails. The 13 trails recommended include five in the City or partially in the City (Buffalo Ranch Trail, Farmington Bay Trail, Shepard Creek Trail (to the north and south just east of North Compton Road), Bonneville

Shoreline Trail, and Freedom Hills Trail/Horse section). Eight trails are outside City limits (Fruit Heights Upper Terrace Trail, Farmington Creek Trail/Mountain section, Great Western Trail, Old North Trail, Cattleman Trail, Bountiful Peak Trail, Davis Creek Trail from Pretty Valley to Hell Hole., and Ford Canyon Overlook Trail).

CITY COUNCIL AGENDA

For Council Meeting:
May 17, 2016

PUBLIC HEARING: Zoning Ordinance Amendment

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson – Associate City Planner
Date: May 6, 2016
SUBJECT: ZONING ORDINANCE AMENDMENT
Applicant: Farmington City

RECOMMENDATION

- A. Hold a Public Hearing;
- B. Move that the City Council approve the enclosed amendment to the zoning ordinance of Section 11-28-220(2)(b) as set forth in the May 17, 2016 staff report and the enclosed enabling ordinance related thereto.

Findings:

1. The proposed zone text amendment is making the architectural design guidelines requirement of allowable building materials consistent with the intended spirit of the previously approved zone text amendment removing steel panels from the list of prohibited materials.
2. On April 7, 2016 the Planning Commission granted conditional use and site plan approval to Cubes Self Storage on the condition that the City approve this proposed zone text amendment.

BACKGROUND

Until recently, the zoning ordinance prohibited steel panels as a building material on all Class “A” Self Storage. Both the City Council and Planning Commission voted to remove this restriction from the ordinance during the last omnibus zone text change from February of this year. However, as the Planning Commission reviewed the conditional use and site plan for the Cubes Self Storage facility on Lagoon Drive, it came to light that steel panels were not listed as an *allowed* building material under the architectural design standards covered under Section 11-28-220(2)(b) of the Zoning Ordinance. Staff was directed to make a zone text amendment allowing steel paneling as a building material for Class “A” Self Storage, and the finalization of this zone text amendment was added as a condition for approval by the Planning Commission.

At the May 5th Planning Commission, this zone text amendment was recommended as written in the staff report. Staff is recommending this oversight be corrected as follows:

11-28-220 Class "A" Self Storage.

(2) **Standards.** The following standards and conditions shall apply to all Class "A" Self Storage developments, in addition to any terms and conditions of approval as imposed by the Planning Commission during the conditional use permit process.

(a) **Location.** Class "A" Self Storage is an ancillary commercial use and shall be located on secondary commercial sites or small pockets of land that are not quality commercial or residential sites. Class "A" Self Storage shall not prevent the development of, or displace, higher, better, and more intense commercial uses typically found on primary sites adjacent to high traffic major streets on visible and accessible building lots. Nevertheless, they should be located near high traffic areas close to residences and businesses and/or on sites which may be visible but not accessible.

(b) **Architectural.** Projects must have distinguished Architectural features including commercial building roof lines, building and color variation. Exteriors walls should be concrete masonry, ~~or brick~~, or architectural steel paneling, as approved by the Planning Commission, and any view of roll up doors should be kept to a minimum.

Supplemental Information

1. Photos of Proposed Cubes Self-Storage Facility
2. Enabling Ordinance

Applicable Ordinances

1. Title 11, Chapter 19 – Commercial Mixed Use
2. Title 11, Chapter 28 – Supplementary and Qualifying Regulations

Respectfully Submitted



Eric Anderson
Associate City Planner

Review & Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2016 -

**AN ORDINANCE AMENDING CHAPTER 28 OF THE
ZONING ORDINANCE (ZT-2-16).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed amendment to the Zoning Ordinance was thoroughly reviewed and the Planning Commission recommended that this change be approved by the City Council; and

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

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

Section 1. Amendment. Section 11-28-220(2)(b) of the Farmington City Zoning Ordinance is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 17th day of May, 2016.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

Amending Section 11-28-220(2)(b) of the Zoning Ordinance allowing steel panels as an architectural material on Class "A" Self-Storage facilities.

11-28-220 Class "A" Self Storage.

- (2) Standards. The following standards and conditions shall apply to all Class "A" Self Storage developments, in addition to any terms and conditions of approval as imposed by the Planning Commission during the conditional use permit process.
- (a) Location. Class "A" Self Storage is an ancillary commercial use and shall be located on secondary commercial sites or small pockets of land that are not quality commercial or residential sites. Class "A" Self Storage shall not prevent the development of, or displace, higher, better, and more intense commercial uses typically found on primary sites adjacent to high traffic major streets on visible and accessible building lots. Nevertheless, they should be located near high traffic areas close to residences and businesses and/or on sites which may be visible but not accessible.
- (b) Architectural. Projects must have distinguished Architectural features including commercial building roof lines, building and color variation. Exteriors walls should be concrete masonry, ~~or brick,~~ or architectural steel paneling, as approved by the Planning Commission, and any view of roll up doors should be kept to a minimum.







CITY COUNCIL AGENDA

For Council Meeting:
May 17, 2016

SUBJECT: Farmington Crossing Trail Parcel Acquisition

ACTION TO BE CONSIDERED:

Direct the City Manager to work with Garbett Homes to acquire the trail head parcel next to the Maverick subject to a written commitment from Maverik that they will agree to maintain the property, including landscaping.

GENERAL INFORMATION:

See staff report prepared by David Petersen.

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
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: May 17, 2016

SUBJECT: **FARMINGTON CROSSING TRAIL PARCEL ACQUISITION**

RECOMMENDATION

Direct the City Manager to work with Garbett Homes to acquire the trail head parcel next to the Maverick subject to a written commitment from Maverick that they will agree to maintain the property, including landscaping.

BACKGROUND

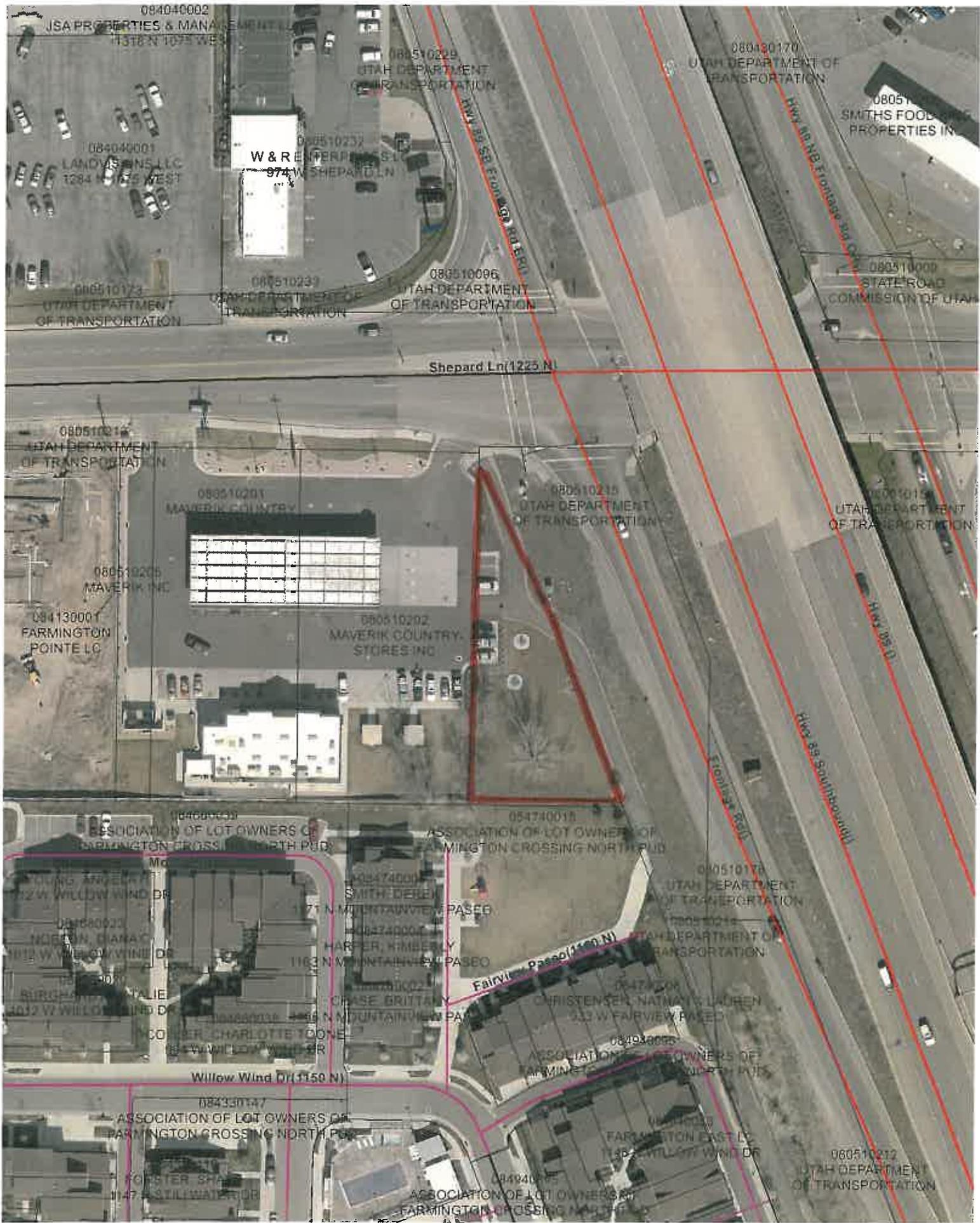
The Farmington Crossing HOA owns an improved/landscaped trail head parcel on the east side of the Maverick site next to US 89 (see attached ariel map)—and even though the HOA owns the fee title, Maverick is responsible for the maintenance thereof. Garbett Homes will turn over control of the HOA on June 1, 2016 to the property owners within Farmington Crossing, but before doing so they propose to convey the trail head parcel to the City at no cost. Apparently Garbett tried to do this a few years ago, but were told no thanks. City staff remembers the offer, but cannot remember why the City turned it down. A extensive search of the development file (and agreement files), and the minutes, failed to show why the City did not accept the proposal.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager



084040002
JSA PROPERTIES & MANAGEMENT
4318 N 1075 WEST

080510229
UTAH DEPARTMENT
OF TRANSPORTATION

080430170
UTAH DEPARTMENT OF
TRANSPORTATION

080510000
SMITHS FOOD
PROPERTIES INC

084040001
LANDVISTENS LLC
1284 N 1075 WEST

080510232
W & R ENTERPRISES L.P.
974 W SHEPARD LN

080510173
UTAH DEPARTMENT
OF TRANSPORTATION

080510233
UTAH DEPARTMENT OF
TRANSPORTATION

080510096
UTAH DEPARTMENT
OF TRANSPORTATION

080510000
STATE ROAD
COMMISSION OF UTAH

Shepard Ln (1225 N)

080510216
UTAH DEPARTMENT
OF TRANSPORTATION

080510201
MAVERIK COUNTRY

080510215
UTAH DEPARTMENT
OF TRANSPORTATION

080510150
UTAH DEPARTMENT
OF TRANSPORTATION

080510205
MAVERIK INC

084130001
FARMINGTON
POINTE LC

080510202
MAVERIK COUNTRY
STORES INC

080510150
UTAH DEPARTMENT
OF TRANSPORTATION

084060031
ASSOCIATION OF LOT OWNERS OF
FARMINGTON CROSSING NORTH PUD

054740015
ASSOCIATION OF LOT OWNERS OF
FARMINGTON CROSSING NORTH PUD

080510178
UTAH DEPARTMENT
OF TRANSPORTATION

080510216
122 W WILLOW WIND DR

080510216
SMITH, DEBEE
171 N MOUNTAINVIEW PASEO

080510216
UTAH DEPARTMENT OF
TRANSPORTATION

080510216
NORRIS, DIANAC
1012 W WILLOW WIND DR

080510216
HARPER, KIMBERLY
1163 N MOUNTAINVIEW PASEO

084790001
CHRISTENSEN, NATAN & LAUREN
333 W FAIRVIEW PASEO

080510216
BURSH, NATALIE
1032 W WILLOW WIND DR

080510216
CHASE, BRITTANY
1163 N MOUNTAINVIEW PASEO

084930005
ASSOCIATION OF OWNERS OF
FARMINGTON CROSSING NORTH PUD

080510216
COOPER, CHARLOTTE TOONE
122 W WILLOW WIND DR

Willow Wind Dr (1150 N)

084330147
ASSOCIATION OF LOT OWNERS OF
FARMINGTON CROSSING NORTH PUD

084790001
FARMINGTON EAST LC
1352 WILLOW WIND DR

080510212
UTAH DEPARTMENT
OF TRANSPORTATION

FORSTER SHA
1147 E STILLWATER DR

084940005
ASSOCIATION OF LOT OWNERS OF
FARMINGTON CROSSING NORTH PUD

CITY COUNCIL AGENDA

For Council Meeting:
May 17, 2016

**S U B J E C T: Hughes Discussion Item related to the 4218 Development Restriction
Line**

ACTION TO BE CONSIDERED:

Discussion only.

GENERAL INFORMATION:

See staff report prepared by David Petersen.

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
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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: May 17, 2016

SUBJECT: **HUGHES DISCUSSION ITEM RELATED TO THE CITY'S 4218 DEVELOPMENT RESTRICTION LINE**

RECOMMENDATION

This is a discussion item only. No action is necessary

BACKGROUND

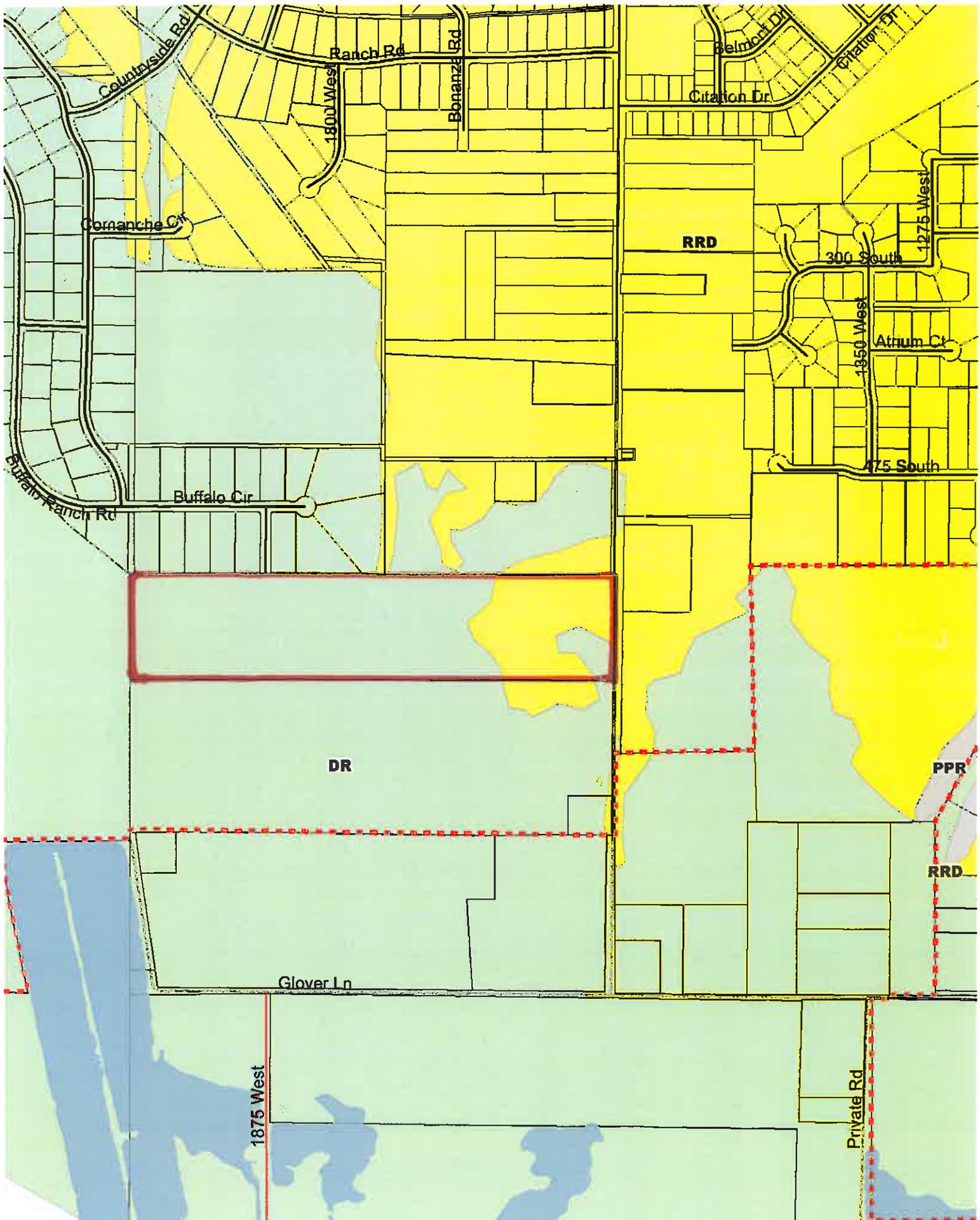
In 1993 the City Council updated its General Plan to reflect, among other things, development restrictions and very low density for land below an elevation of 4218 feet above sea level. Jonathan and Constance Hughes own a 31 acre parcel on the west side of 1525 West in southwest Farmington most of which falls below the 4218 contour. Recently, they, along with County Surveyor (Max Elliott), demonstrated to the Planning Commission and City staff that the City used the wrong data when it established the location of this elevation line back in 1993. When different data is used it appears that their property is situated above 4218. The Hughes' want to present information to the Mayor and City Council, discuss their findings, and talk about the possibility of amending the General Plan and rezoning their parcel. The Planning Commission heard and reviewed a similar presentation from the property owner and County Surveyor on April 7th. In response, the Commission told staff that they would like to see a map of the new location of the 4218 line, the revised flood plain from FEMA that is still in protest, UDOT's proposed location of the WDC, a schematic plan outlining the potential for development on Mr. Hughes property so they could see what could be done if the property is rezoned to AE, and they also found it necessary to better understand how utilities, such as sanitary sewer, will service the area.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager



Countryside Rd

Ranch Rd

Bonanza Rd

Belmont Dr

Citation Dr

Citation Dr

1800 West

Cornmanche Ct

RRD

300 South

1275 West

Atrium Ct

1350 West

475 South

Buzan Ranch Rd

Buffalo Cir

DR

PPR

RRD

Glover Ln

1875 West

Private Rd

CITY COUNCIL AGENDA

For Council Meeting:
May 17, 2016

S U B J E C T: Temporary Access Easement Request for Kaysville

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See staff report prepared by David Petersen.

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

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DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: May 17, 2016

SUBJECT: **TEMPORARY ACCESS EASEMENT REQUEST FOR KAYSVILLE**

RECOMMENDATION

Grant Kaysville City the enclosed temporary access easement prepared by Chad Bessinger subject to final review and approval thereof by the City Attorney and a written commitment from Kaysville City that they will not vacate any portion, but preserve, the "PLATTED STREET-NOT OPENED" right-of-way as shown in the southwest area of the NE 1/4 SECTION 15, T 3N R R 1W SLB&M, and prevent any development thereon, and work with Farmington City to set aside enough space for an east to west road necessary to provide access to a Shepard Lane/I-15 interchange for Kaysville and Farmington residents.

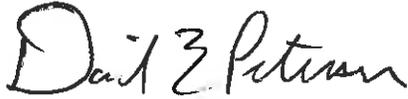
BACKGROUND

Chad Bessinger is developing a residential subdivision in southwest Kaysville north of the 950 North r.o.w., the location of which is generally shown on the attached aerial photo. A portion of his property abuts the Farmington Corporate limit line. The r.o.w., which has not been improved yet, provides some of the space necessary for UDOT's Shepard Lane alternative for the WDC. Even though UDOT's preferred alignment for the WDC is their Glover's Lane option, the 950 North r.o.w. is still extremely crucial because it provides the gap necessary to accommodate a major collector street linking an interchange planned in the vicinity of an existing mink farm adjacent to the Bessinger site (in the event the WDC Glover's Lane alignment is approved) and a future I-15 Shepard Lane interchange, which UDOT has identified as a phase 1 project.

It appears that the Bessinger project will be developed in at least two phases. Kaysville is requiring Chad Bessinger to handle storm water runoff from the site and in order to develop their first phase, Chad Bessinger is arranging to direct storm water via a private storm drain pipe located off-site south of the 950 North right-of-way. The solution is temporary because a permanent solution across future phases of the project is not possible due to wetland issues related to those phases. The enclosed temporary easement for your consideration, in favor of

Kaysville City and prepared by Chad Bessinger, will allow Kaysville access to a manhole on the private system referenced above until such time a permanent solution is realized.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between Farmington City, a Utah municipal corporation (“Farmington City”) of 720 West Clark Lane, Farmington, Utah; and Kaysville City, a Utah municipal corporation (“Kaysville City”) of 23 East Center Street, Kaysville, Utah. Said entities are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

1. Farmington City owns certain real property in Farmington City, Davis County, Utah (“Easement Property”), which Easement Property is located adjacent to property in Kaysville City, Davis County, Utah. A legal description for the Easement Property is set forth in Exhibit “A” attached hereto, and a graphic depiction of the Easement Property is included in Exhibit “B” attached hereto.

2. Farmington City agrees to grant to Kaysville City a temporary easement (“Easement”) over the Easement Property, in accordance with the terms and conditions of this Agreement, for purposes of facilitating maintenance of a temporary storm drain system (“Storm Drain System”) for the benefit of certain subdivision(s) located within Kaysville City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth the Parties hereby agree as follows:

AGREEMENT

SECTION ONE: INCORPORATION OF RECITALS

All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

SECTION TWO: GRANT OF TEMPORARY EASEMENT

Farmington City hereby conveys, without warranty, to Kaysville City, the temporary Easement upon, over, under, and across the Easement Property, for the benefit of Kaysville City, for the purposes of access and for maintenance of the Storm Drain System and any and all incidental or related purposes thereto. Kaysville City will install or cause to be installed on the Easement Property a road base access with only piping necessary to provide for drainage. The

undersigned Parties accept such grant of Easement and agree to comply with the terms and conditions set forth in this Agreement.

The Easement granted hereby shall continue and be in legal effect until such time that the owner and/or developer of Phase 2 of the Parkwood Subdivision located in Kaysville City, Davis County, Utah ("Subdivision") installs or causes to be installed a permanent storm drain system sufficient for the Subdivision.

SECTION THREE: **ATTORNEY'S FEES**

In the event that any Party hereto shall be in default or breach of this Agreement, said Party shall be liable to pay all reasonable attorney's fees, court costs and other related costs and expenses incurred by the non-defaulting or non-breaching Party in prosecuting its rights hereunder.

SECTION FOUR: **FURTHER INSTRUMENTS**

The Parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

SECTION FIVE: **WAIVER**

A waiver by any Party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

SECTION SIX: **GOVERNING LAW**

This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the Parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

SECTION SEVEN: **AMENDMENTS**

This Agreement may be amended at any time upon agreement of the Parties hereto, which amendment(s) must be reduced to writing and signed by all Parties in order to become effective.

SECTION EIGHT: **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and assigns.

SECTION NINE: **SEPARATE COUNTERPARTS**

This Agreement may be executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

SECTION TEN: INCORPORATION OF EXHIBITS

All exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement.

SECTION ELEVEN: ENTIRE AGREEMENT

This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

IN WITNESS WHEREOF, the Parties have hereto set their hands on the day and year first above written.

FARMINGTON CITY, a Utah municipal corporation

By: _____
Name: _____
Its: _____

FARMINGTON CITY ATTEST:

By: _____
Name: _____
Its: _____

KAYSVILLE CITY, a Utah municipal corporation

By: _____
Name: Steve A. Hiatt
Its: Mayor

KAYSVILLE CITY ATTEST:

By: _____
Name: Maria Devereux
Its: City Recorder

STATE OF UTAH)

COUNTY OF DAVIS ss.
)

On the ____ day of _____, 2016, personally appeared before me _____, the signer of the foregoing instrument who duly acknowledged to me that he executed the same for and on behalf of Farmington City, a Utah municipal corporation.

NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2016, personally appeared before me Steve A. Hiatt, and Marie Devereux, who being by me duly sworn did say, that he, the said Steve A. Hiatt, is the Mayor of Kaysville City, a Utah municipal corporation located in Davis County, State of Utah, and that she, the said Marie Devereux, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said Steve A. Hiatt, and Marie Devereux, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

NOTARY PUBLIC
Residing at:
My Commission Expires:

Exhibit "A"

Legal Description

**LEGAL DESCRIPTION
PREPARED FOR
PARKWOOD SUBDIVISION
KAYSVILLE, UTAH
(Revised: May 10, 2016)**

OFFSITE ACCESS EASEMENT

An access easement located in the SE1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located S89°58'06"E along the 1/4 Section line 919.12 feet from the Center 1/4 Corner of Section 15, T3N, R1W, S.L.B.& M.; thence S89°58'06"E along the 1/4 Section line 12.00 feet to the southwest corner of Lot 237, HUNTERS CREEK SUBDIVISION No. 2 Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence S0°15'47"W along the extension of the west line of said lot 55.46 feet; thence S81°58'56"E 129.83 feet to the westerly line of Parcel J, HUNTERS CREEK SUBDIVISION No. 3 Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence S81°58'56"E along the northerly limits of a 20' wide trail easement 220.65 feet to the westerly line of Foxhunter Drive; thence Southeasterly along the arc of a 448.00 foot radius non-tangent curve (radius bears: N72°57'07"E) to the left 22.35 feet through a central angle of 2°51'30" (chord: S18°28'38"E 22.35 feet); thence N81°58'56"W along the southerly limits of said trail easement 208.33 feet to the westerly line of said Parcel J; thence N81°58'56"W 161.51 feet; thence N0°15'47"E 73.95 feet to the point of beginning.

Contains: 7,977± s.f.



GRAPHIC SCALE



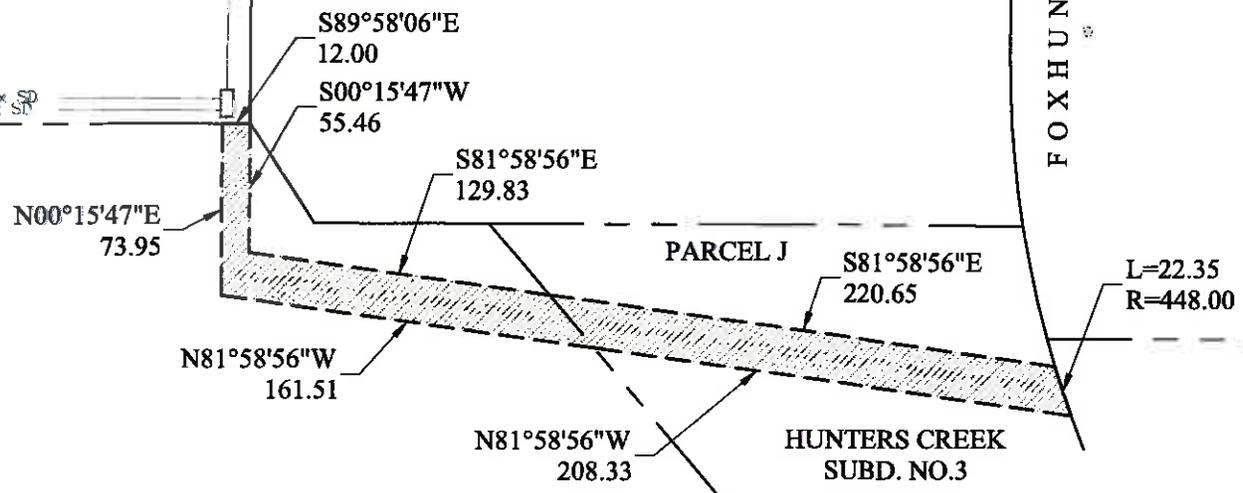
(IN FEET)
1 inch = 80 ft.

LOT 237
HUNTERS CREEK SUBD. NO.2

FOXHUNTER DRIVE

EX ST

EX SD



FOCUS[®]
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

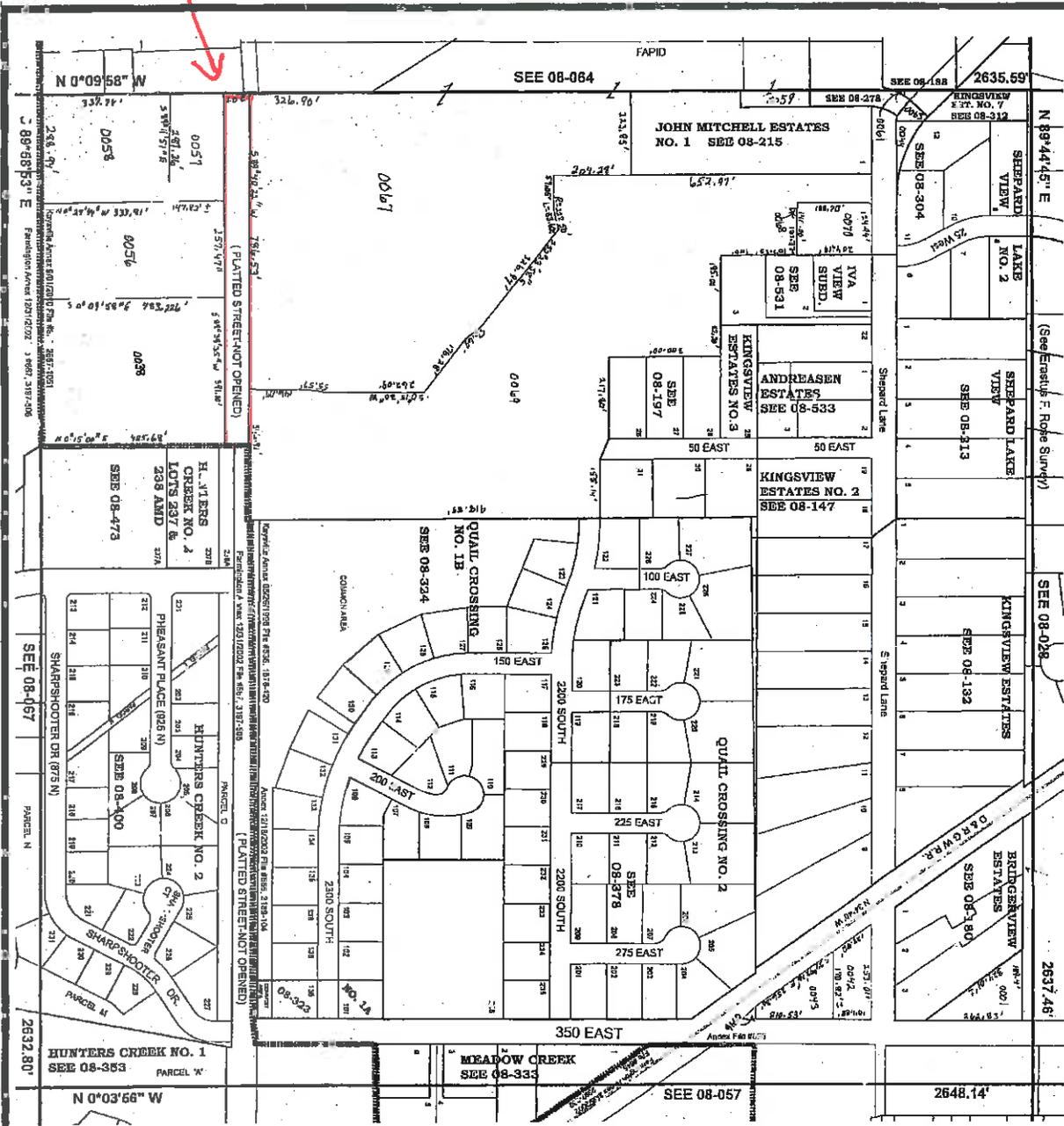
PARKWOOD PHASE 1 ACCESS EASEMENT

Date Created:	05-11-2016
Scale:	1"=80'
Drawing:	GBD
Job:	13-109
Sheet:	

A

S:\2013\13-109 Parkwood Phase 1\13-109 Access Easement_GBD\A.dwg

08 065



TRAC	OWNER	ACRES	TRAC	OWNER	ACRES	TRAC	OWNER	ACRES
0001	South H. Danahoe	4.7	0220	Robert D. Lamm	1.6			
0002	Robert D. Lamm	1.6						
0003	Robert D. Lamm	1.6						
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0049	Robert D. Lamm	1.6						
0050	Robert D. Lamm	1.6						

NE 1/4 SECTION 15, T 3N, R 1W, SLB&M
DAVIS COUNTY UTAH - RECORDER'S OFFICE

SCALE:
1" = 200'

PRELIX
08-065
LAST #

CITY COUNCIL AGENDA

For Council Meeting:
May 17, 2016

SUBJECT: Minute Motion Approving Summary Action List

1. Resolution Amending the Consolidated Fee Schedule relating to Baseball Field Rentals and Gym Admission Fees
2. Farmington Hollow Phase 2 Improvements Agreement
3. Approval of Minutes from April 27, 2016
4. Approval of Minutes from May 3, 2016
5. Kaysville Boundary Adjustment – Resolution of Intent – Jeff Clark
6. Animal Control Contract with Davis County

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
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: May 9, 2016

SUBJECT: **RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE RELATING TO BASEBALL FIELD RENTALS AND GYM ADMISSION FEES**

RECOMMENDATION

Approve the attached Resolution amending the consolidated fee schedule regarding baseball field rentals and gym admission fees.

BACKGROUND

On May 3rd, the City Council discussed and approved the fees for baseball field rentals and gym admission fees. A resolution needs to be passed to amend the consolidated fee schedule reflecting the changes/additions.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE
CONSOLIDATED FEE SCHEDULE RELATED TO BASEBALL FIELD
RENTALS AND GYM ADMISSION 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 baseball field rentals and gym prices.

**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 include the fees for baseball field rentals and gym admission fees. 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 17TH DAY OF MAY, 2016.**

FARMINGTON CITY

ATTEST:

Holly Gadd
City Recorder

By: _____
H. James Talbot
Mayor

Resident Fee	\$ 350.00
Nonresident	\$ 450.00

Special Activities

Scout Swim Merit Badge

Resident	\$ 10.00
Non-resident	\$ 15.00
After 5:00 p.m.	\$ 3.00

Swim Lessons

Residents (1-6)	\$ 32.00
Non-Residents	\$ 42.00

Parent & Tot

Residents	\$ 32.00
Non-Residents	\$ 42.00

Pre-School

Residents	\$ 32.00
Non-Residents	\$ 42.00

***Recreation Activities**

Softball/Baseball Field Use (2-hour minimum)

Deposit	\$ 50.00
Deposit for multiple days or tournaments	\$ 100.00

Rental Fee (first two hours)	\$ 25.00
(\$10.00 for each additional 2 hours or part thereof thereafter)	

Lighting Usage (first two hours)	\$25.00/ hr.
(\$10.00 per hour or part thereof thereafter)	

Field Prep	\$25.00/ field/time
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	<u>Resident</u>	<u>Non-Res.</u>	<u>Late Fee</u>
<u>Jr. Jazz</u>	\$ 50.00	\$ 60.00	
Kindergarten - 2nd Grade	\$ 50.00	\$ 60.00	
3rd - 6th Grade	\$ 55.00	\$ 70.00	
7th - 12th Grade	\$ 55.00	\$ 70.00	
Team Registration	\$ 375.00	\$ 375.00	
Adaptive Jr. Jazz	\$ 25.00	\$ 30.00	
<u>Little Tykes</u>	\$ 40.00	\$ 55.00	

Summer Fun	\$ 50.00	\$ 60.00
Football	\$ 175.00	\$ 210.00

(Football requires a \$50.00 deposit for equipment)

Soccer

Fall only	\$ 30.00	\$ 40.00
Spring only	\$ 30.00	\$ 40.00
Combined Fall & Spring	\$ 54.00	\$ 64.00

Baseball

	<u>Resident</u>	<u>Non-Res.</u>	<u>Late Fee</u>
T-Ball			
4 -5 yrs. (8 games)	\$ 40.00	\$ 50.00	
Shetland			
6 yrs. (8 games)	\$ 45.00	\$ 55.00	
Pinto			
7 - 8 yrs. (8 games)	\$ 50.00	\$ 65.00	
Mustang			
9 - 10 yrs. (10 games)	\$ 65.00	\$ 80.00	
Bronco			
11 - 12 yrs. (12 games)	\$ 80.00	\$ 95.00	
Pony			
13 - 14 yrs. (12 games)	\$ 110.00	\$ 125.00	
Colt			
15 - 18 yrs. (12 games)	\$ 120.00	\$ 135.00	

Softball

	<u>Resident</u>	<u>Non-Res.</u>	<u>Late Fee</u>
T-Ball			
5 yrs.	\$ 40.00	\$ 50.00	
Coach Pitch			
6 yrs.	\$ 40.00	\$ 50.00	
Coach Pitch			
8 & Under	\$ 50.00	\$ 65.00	
Real Softball w/a twist			
10 & Under	\$ 55.00	\$ 70.00	
Fast Pitch			
12 & Under	\$ 65.00	\$ 80.00	
Fast Pitch Jr. High	\$ 65.00	\$ 80.00	

Men's Basketball	\$ 390.00
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Recreation Classes

Fees to be determined on an individual class basis by the Parks & Recreation Department. Setting of those fees are herein authorized by the Farmington City Council.

GYMNASIUM

Hours of Operation

Monday - Friday	5 am - 10 am	3:00 pm - 10:00 pm
Saturday	7 am - 10 pm	

Daily Admission

	<u>Resident*</u>	<u>Non-Res.</u>
6 & under free (Must be accompanied by an adult)		
Youth Day Pass (Ages 7-17)	\$ 1.50	\$ 2.50
Adult Day Pass (18 and older)	\$ 1.50	\$ 3.00
Senior Day Pass (65+)	\$ 1.00	\$ 2.00
Family**	\$ 5.00	\$ 7.00

Punch Pass - 20 Punches

	<u>Resident*</u>	<u>Non-Res.</u>
Youth (6-17)	\$ 15.00	\$ 25.00
Adult (17 and Older)	\$ 20.00	\$ 35.00
Senior (65+)	\$ 10.00	\$ 20.00

One Month Membership

	<u>Resident*</u>	<u>Non-Res.</u>
Youth (6-17)	\$ 15.00	\$ 25.00
Adult (17 and Older)	\$ 20.00	\$ 30.00
Senior (65+)	\$ 10.00	\$ 20.00
Family**	\$ 30.00	\$ 50.00

6 Month Membership

	<u>Resident*</u>	<u>Non-Res.</u>
Youth (6-17)	\$ 60.00	\$ 100.00
Adult (17 and Older)	\$ 80.00	\$ 160.00
Senior (65+)	\$ 40.00	\$ 80.00
Family**	\$ 140.00	\$ 280.00

1 Year Membership

	<u>Resident*</u>	<u>Non-Res.</u>
Youth (6-17)	\$ 110.00	\$ 210.00
Adult (17 and Older)	\$ 150.00	\$ 250.00
Senior (65+)	\$ 100.00	\$ 200.00
Family**	\$ 300.00	\$ 400.00

Diamond Membership

	<u>Resident*</u>	<u>Non-Res.</u>
Family membership to the City Pool & Gymnasium	\$ 400.00	\$ 500.00

**Family Passes are for Immediate family living in the same household. Family passes are for up to 5 members. Each additional member is \$10

*Residents must show proof of residency in order to receive the resident rate. Valid Drivers license is the best method for proof of residence.

Facility Rental Prices

Resident* Non-Res.

Full Basketball Courts (N/S)	\$80.00/hr.	\$100.00/hr.
1/2 Basketball Court (E/W)	\$30.00/hr.	\$50.00/hr.
Multi Purpose Room	\$20.00/hr.	\$40.00/hr.

<u>Additional Fees</u>	<u>Resident*</u>	<u>Non-Res.</u>
Ipod, CD or mic. Hook up	\$ 10.00	\$ 20.00
Microphone (headset)	\$ 5.00	\$ 10.00

Reservations for the entire gym **MUST** be reserved one month in advance and cannot be reserved during peak hours or Farmington City Parks and Recreation program nights. There may be an extra charge based upon capacity and equipment needed. Reservations must be approved by the Farmington City Parks and Recreation gymnasium manager. Any questions for facility reservations must be directed to the gymnasium manager.

F. BUSINESS LICENSING

Timing of Payment

Payments on licensing renewals are due by January 31 of each year or at the time of a new license being issued during the year.

*Business Licensing Fees:

Basic Business License Fee	\$ 75.00
Home Occupation License Fee	\$ 40.00
Temporary Business License Fee	\$ 50.00
Mobiles and Itinerant Business	\$ 150.00
New Location Transfer Fee	\$ 20.00
Name Change Transfer Fee	\$ 20.00
Other Licenses Transfer Fee	\$ 10.00
Duplicate License Transfer Fee	\$ 10.00
Regulatory License/Amusement Park	\$ 100.00
Regulatory License/Solicitors	\$75.00 +
	\$20.00 per solicitor
Regulatory License/Theaters	\$ 350.00
Regulatory License/Video Stores	\$ 100.00
Regulatory License/Fireworks	\$ 300.00
Beer/Liquor Class A	\$ 300.00
Beer/Liquor Class B	\$ 300.00
Beer/Liquor Class D	\$ 300.00
Special Event License	\$ 300.00
Sexually Oriented Business	\$ 800.00



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: May 17, 2016

**SUBJECT: FARMINGTON HOLLOW PHASE 2 IMPROVEMENTS AGREEMENT
Escrow Deposit Account 1002671**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Ivory Development, LLC and Wells Fargo Bank, NA for the above listed development.

BACKGROUND

The bond estimate for the Farmington Hollow Phase 2 is \$73,500.00 which includes a 10% warranty bond. Ivory Development, LLC has submitted an Escrow Deposit Form Improvements Agreement with Wells Fargo Bank, NA to administer an escrow account for this project in the same amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur,

Dave Millheim
City Manager

**FARMINGTON CITY
IMPROVEMENTS AGREEMENT**

(ESCROW DEPOSIT FORM)

THIS AGREEMENT is made by and between Ivory Development, LLC (hereinafter "Developer"), whose address is 978 East Woodoak Lane, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and Wells Fargo Bank, N.A. a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 299 South Main ST SLC, UT 84111, (the "Depository").

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Farmington Hollow 2 located at approximately 1500 West 1800 North in Farmington City, and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

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 is attached hereto as Exhibit "A", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within _____ months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$ 73,500.00 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number 1002671. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City

may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

4. **Progress Payments.** The City agrees to allow payments from the Account as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, and determine if the work completed complies with City construction standards and requirements, and review the bond estimate in Exhibit "A". After receiving and approving the request, the City shall, in writing, authorize disbursement to the Developer from the Account 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 necessary. Except as provided in this Paragraph or in Paragraphs 4 through 6 inclusive, the Depository shall not release or disburse any funds from the Account.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Account to complete construction of Improvements, the City may withdraw all or any part of the Escrow Amount and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the account. 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 all funds in the Account, except 10% of the estimated cost of the Improvements, which shall be retained in the Account 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 Depository and the Developer in writing of the final release of the Account. After giving such notice, the City shall relinquish claims and rights in the Account.

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 Account as herein provided, and any withdrawals from the Account by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Account 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 Account 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 Account 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.** Off-site 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 Account until as-built 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 if 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 if 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 instrument, 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 Account do not alter the obligation of the Developer to provide other bonds under applicable ordinances or rules of any governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of other ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Account 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 27th day of April, 2016.

DEVELOPER:

By: 

Its: _____

DEPOSITORY:

By: 

Its: Vice President

CITY:

FARMINGTON CITY CORPORATION

By: _____

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
: ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Corporation)

STATE OF UTAH)
: ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Partnership)

STATE OF UTAH)
: ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
)
) : ss.
COUNTY OF Salt Lake)

On this 27th day of April, 2016, personally appeared before me Christopher P. Gavarros who being by me duly sworn did say that he or she is the President of True Development, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Brooke Siddoway
NOTARY PUBLIC
Residing in Salt Lake County, UT



DEPOSITORY ACKNOWLEDGEMENT

✓ STATE OF UTAH)
)
COUNTY OF Salt Lake) : ss.

On this 27th day of April, 2010, personally appeared before me
Orin W. Bergtzen, who being duly sworn did say that he/she is the
VP of Wells Fargo Bank a N.A. corporation, and that the foregoing
instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she
acknowledged to me that said corporation executed the same.

Mika Lynn Shaw
NOTARY PUBLIC
Residing in Salt Lake County Utah



CITY ACKNOWLEDGEMENT

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

On the _____ day of _____, 20____, 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.

NOTARY PUBLIC
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of
_____ Dollars (\$ _____) drawn against Account No.
_____.

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor



April 26, 2016

Chad Boshell, P.E.
City Engineer
Farmington City
720 West 100 North
Farmington, Utah 84025

Re: Escrow Bond for Farmington Hollow 2
Ivory Homes / Ivory Development, LLC
Project located at 1500 West 1800 North, Farmington City, Utah

Chad:

Section 3 (Page 1) of the attached Improvements Agreement notes that an Escrow Account be held by the Depository Bank. Please be advised that in satisfaction of this requirement Wells Fargo Bank, N.A. has set aside \$73,500.00 under a credit facility (account #1002671) to the Ivory Companies for the purpose of a subdivision improvement bond in favor of Farmington City. These funds will only be released upon receiving written documentation from Farmington City pursuant to the agreement.

Please forward a copy of the fully executed Improvements Agreement to my attention at the following address, or email a copy to the email address below:

Wells Fargo Bank - Attn: Mark Lemon
299 S. Main Street, Suite 600
Salt Lake City, Utah 84111.

If you have any questions or concerns, please feel free to contact me by email at Mark.J.Lemon@Wellsfargo.com or by phone at (801) 246-1554.

Sincerely,
WELLS FARGO BANK, N.A.

A handwritten signature in blue ink that reads "Mark Lemon".

Mark Lemon, Vice President
Commercial Real Estate

Farmington Hollow Phase 2
Bond Estimate
Revised 4-20-216 Reflects Completed Work

Storm Drain							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
15" RCP Pipe (Includes Bedding and Fill)	0	LF	\$ 36.00	0	0	0	#DIV/0!
18" RCP Pipe (Includes Bedding and Fill)	0	LF	\$ 42.00	0	0	0	#DIV/0!
Standard Inlet Box	0	EA	\$ 1,700.00	0	0	0	#DIV/0!
Combination Box	1	EA	\$ 3,400.00	680	0	0	0
Manhole / Junction Box	2	EA	\$ 2,750.00	1,100	0	0	0
Yard Drain	0	LF	\$ 20.00	0	0	0	#DIV/0!
Yard Drain Boxes	0	EA	\$ 700.00	0	0	0	#DIV/0!
SWPPP	1	LS	\$ 5,000.00	5,000	0	0	0
Subtotal				6,780			
10% Warranty Bond				3,432			
Total				10,212			

Sanitary Sewer							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
14" PVC DR-35	0	LF	\$ 38.00	0	0	0	#DIV/0!
8" PVC DR-35	0	LF	\$ 30.00	0	0	0	#DIV/0!
48" Sewer Manhole	2	EA	\$ 2,100.00	840	0	0	0
60" Sewer Manhole	2	EA	\$ 2,400.00	960	0	0	0
Connect to Existing	0	EA	\$ 4,000.00	0	0	0	#DIV/0!
Sewer Lateral	0	EA	\$ 1,300.00	0	0	0	#DIV/0!
Subtotal				1,800			
10% Warranty Bond				5,066			
Total				6,866			

Culinary Water							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Connect to Existing	0	EA	\$ 4,000.00	0	0	0	#DIV/0!
8" C900 PVC	800	LF	\$ 28.00	2,240	0	0	0
8" Valve	0	EA	\$ 1,720.00	0	0	0	#DIV/0!
8" Fittings	0	EA	\$ 800.00	0	0	0	#DIV/0!
Water Lateral	0	EA	\$ 1,400.00	0	0	0	#DIV/0!
Fire Hydrant	0	EA	\$ 5,000.00	0	0	0	#DIV/0!
Subtotal				2,240			
10% Warranty Bond				8,968			
Total				11,208			

Road Improvements							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Clear and Grub	0	LS	\$ 4,000.00	0	0	0	#DIV/0!
Rough Grade	0	LS	\$ 15,000.00	0	0	0	#DIV/0!
Sawcut Asphalt	0	LF	\$ 3.15	0	0	0	#DIV/0!
Curb and Gutter w/ Base	0	LF	\$ 20.00	0	0	0	#DIV/0!
Sidewalk w/ Base	5880	SF	\$ 4.70	27,636	0	0	0
ADA Ramp	2	EA	\$ 1,200.00	2,400	0	0	0
12" Road Base	0	SF	\$ 1.50	0	0	0	#DIV/0!
3" Asphalt Road	0	SF	\$ 1.65	0	0	0	#DIV/0!
Subtotal				30,036			
10% Warranty Bond				15,178			
Total				45,214			
Total Bond				73,500			

Cash Deposits				
Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	0	SF	\$ 0.20	0
Street Signs	1	EA	\$ 300.00	300
Street Lights	2	EA	\$ 3,200.00	6,400

Special Farmington City Council Work Session
Fiscal Year 2016 and 2017 Budget
April 27, 2016

Present: Councilmembers Brett Anderson, John Bilton, Doug Anderson, and Brigham Mellor, City Manager Dave Millheim, Assistant City Manager Keith Johnson,

Mayor Talbot and Cory Ritz were excused from the meeting.

An invocation was offered by Councilmember **Brett Anderson**.

Dave Millheim said staff feels the budget is very important for the Council to understand, and said they hope to cover the important highlights.

Keith Johnson said with last year's budget they addressed the part time fire department staff issues. **Dave Millheim** explained that this year they propose giving the part-time fire department employees the same raises as full-time employees in order to help keep them on staff. The City invests a significant amount in their training, and the City has had a difficult time in the past retaining employees. The Council agreed with this expense.

Keith Johnson reviewed benefits increases, which were minimal, and salary increases, which includes a 4% overall increase with part of that being based on a merit evaluation. **Brigham Mellor, Doug Anderson, and Brett Anderson** all supported the increase. **John Bilton** said in the personnel meeting, he suggested a 3.5% overall and 2.5% merit increase to reflect the high expectations the City has for its employees. **Dave Millheim** suggested leaving the draft budget as is. He said the City is making a course correction and is attempting to take care of its employees the best it can.

Keith Johnson said at the Council meeting next week, they will pass a tentative budget and set the date for the public hearing in June. He said on the 10th, there will be another budget work session to discuss the Enterprise Funds.

ADJOURNMENT

Motion:

At 7:05 p.m., **John Bilton** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

FARMINGTON CITY COUNCIL MEETING

May 3, 2016

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Cory Ritz and Brett Anderson, City Manager Dave Millheim via teleconference, Assistant City Manager Keith Johnson, Parks and Recreation Director Neil Miller, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

Brigham Mellor is excused from the meeting today.

Farmington City Gym Admission Fees

Neil Miller said they decided to postpone the opening of the gym until later this summer due to the building and road construction schedule and delays. He introduced Daily Gardner, the new gym manager. She reviewed the gym hours, rental fees, membership and admission fees, etc. **Doug Anderson** asked if the hours would remain the same during the summer. **Daily Gardner** answered that they do plan to remain closed 10 am- 3 pm during the summer, but will have the option to open if there is demand for it. **Cory Ritz** asked how many courts would be open, and she replied that they plan to leave one court open at all times for free play. **Mayor Talbot** asked how she came up with the fees, and she responded that they called around to other gyms from Logan to Provo to compare rates and came up with pricing that was competitive and reasonable. However she pointed out that other facilities have different dynamics, such as agreements with school districts, and/or offering more programs. She said the cost for renting a court is \$80/hour, which is less than private gyms but more than some other City gyms. She said the Diamond membership is a family pass that includes both pool and gym memberships. Several Councilmembers referred to numerous requests from residents for a pool at the new gymnasium facility. Because the City just passed a bond for this facility a pool is not in the immediate future. **Dave Millheim** suggested having the entire Council walk through the gym before it opens.

Mayor Talbot said the last few months have been a struggle working with Hogan Construction. While initially they were great to work with, there have been significant delays. The City has informed them that it will not pay any further bills until the gym is complete. He said he is pleased with how the complex as a whole is turning out.

Continue to Review the Draft 2016/2017 Budget

Keith Johnson said last week they discussed that the intent of this year's budget is to slow down the growth of expenditures. He said in the last 5 years, revenues have grown by 31% and expenditures have grown by nearly 43%. However, revenues will flatten out, which necessitates the curbing of expenditures.

The General Fund balance is proposed to end at \$1.6 million. They cut budget requests down to \$1.3 million. Their goal is to keep \$1 million or more in the fund balance. The City has experienced almost 42% growth, with little change in property taxes and a \$400k increase in sales taxes. This year the City has over \$900k in building permits; however next year it will be down to \$500k, so the increase in sales tax just evens things out. Next year the

City does not have a lot coming on in terms of building permits. The City should receive about \$50k this year and \$300k next year in Prop 1 funds to go toward roads. In the end, revenues are staying flat, which necessitated cutting expenditures. Some of the revenues are still unknown, such as the exact amount of sales tax revenues from Cabela's.

Expenditures have decreased slightly, but are still 56% higher than 5 years ago. The operating budget for the General Fund is growing at a 5% rate. The big change is in the transfers out. He reviewed the tentative budget that the Council is passing tonight, and reminded the Council to set the date for the public hearing as June 21st when they make a motion. He said they approved about 40% of department requests in terms of increases. He said the increase in benefits was about 3.5%, which is a minimal cost to the City. The City proposes a 4% overall salary increase. He said they recommended an increase in the Mayor's and Councilmembers' salaries, which has not been increased since 2001. He reviewed the out of state travel request list. He referred to a chart showing that the Police Department is the largest department with 20 employees, and that the Fire Department has doubled in the last few years. He showed a chart demonstrating that taxes are over 80% of the City's revenue. Police and Fire are over 1/3 of the City's budget. **Mayor Talbot** asked where streets will go on the budget in the future, which **Keith Johnson** said will be discussed later in his presentation.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Cory Ritz and Brett Anderson, Assistant City Manager Keith Johnson, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

CALL TO ORDER:

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

The invocation was offered by Councilmember **John Bilton** and the Pledge of Allegiance was led by Boy Scout **Porter White** from troop 453.

Mayor Talbot welcomed Emily Hess, Ben Jardine, and Jessica Stevens from the Youth City Council.

OLD BUSINESS:

Continue to Review the Draft 2016/2017 Budget

Keith Johnson continued the budget discussion from the work session. For the benefit of the residents in attendance, he explained that the General Fund is where all the taxes and revenues come into, and is where all City services are paid for, such as Police, Fire, Parks, Streets, etc. He also explained that there are Enterprise Funds, where utility fees for water, sewer and garbage services go.

Because there is not a lot of revenue from the gymnasium yet, the City will be using some of the money from the Recreation Fund (about \$40k) to cover this year's costs. The remainder (about \$20k) will come from the General Fund. The projected costs for next year

are a little over \$200k. The City does not have a good projection for how much revenue the gym will bring in, and so the budget includes a very conservative calculation (a \$170k transfer from the General Fund to subsidize it). The City anticipated subsidizing the gym, but hopes that it will eventually pay for itself (similar to the pool). There is potential for a significant amount of revenue from gym rentals.

The RAP tax is estimated to bring in about \$305k by June, and the bond payment is \$390k. The budget proposes a transfer of \$30k from the General Fund and a transfer of \$56k from the GO Bond to finalize the bond payment. Next year, the budget proposes a \$50k transfer from the General Fund to make the bond payment. They hope to pay the money back into the General Fund in the future. **Mayor Talbot** asked if there was a spike in revenues from Lagoon last year due to their new ride. **Keith Johnson** said there was definitely an increase from that, and this will be the first full year of revenues reflecting the new rides.

He said the City anticipates getting about \$50k this year and \$300k next year in Class C money from Prop 1 for road improvements. The City will also get more money due to the increase in gasoline taxes. The goal is for the City to get over \$1 million annually for road improvements, in order to get ahead with maintenance. **Dave Millheim** pointed out that Prop 1 is a 10 year tax, which can be renewed.

Sales taxes have skyrocketed due to Station Park, and the increase in other taxes is due to growth. Sales taxes have doubled since 2011. The City has not increased taxes. Direct sales in Farmington has more than doubled due to Station Park. The taxes are projected to level off as most of the stores are built out; new sales taxes will come in from Cabela's, the Mercedes dealership, etc.

The Council will amend this year's budget in June and approve next year's budget at that time. This year's fund balance will end around \$1.6 million, which is about \$200k more than what was budgeted. The big change is in building permits, which was significantly higher than projected. About 75% of the revenue in the General Fund is from taxes. He reiterated that Police and Fire take up more than 1/3 of the budget.

He explained that the money that comes into the water fund and other enterprise funds has to be spent in that area. He reviewed the budget requests for the water fund, storm drain fund, and ambulance fund. **Mayor Talbot** asked if they have established where the new well will go. **Keith Johnson** said they are still in the process of researching it, but it will be drilled this year, with the hope that it will be up and running in the summer. They anticipate ending this year with \$670k in the water fund, and to end next year with \$830k in the water fund (due to focusing on the new well and not on replacing existing systems). After next year, the City will be negative in the water fund, and may have to consider a water bond.

He reminded the Council of the final budget meeting next Tuesday at 6pm. **Dave Millheim** emphasized that we do not know exactly how much we will need for the water fund, and he wants to potentially bring this back in January. He said if the City needs to go after a water bond, he wants to bring that to people's attention sooner and not at the last minute.

NEW BUSINESS:

Resolution adopting the Tentative Budget for Fiscal Year 2016-2017

Motion:

Doug Anderson made a motion to approve the enclosed resolution adopting the tentative budget for fiscal year 2016 to 2017 and set a public hearing date as June 21, 2016.

Cory Ritz seconded the motion which was unanimously approved.

Farmington City Gym Admission Fees

This item was discussed during the work session.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Baseball Field Rentals
2. Approval of Minutes from April 19, 2016
3. Declare two Vehicles as Surplus Property

Motion:

Brett Anderson made a motion to approve the items on the Summary Action List 1-3.

Doug Anderson seconded the motion which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

1. Property Trade with Jerry Preston for Trail Head Parking Lot: He said if the Council is comfortable with this item, it will be on the Summary Action list in the future. The plat approval is tied to the annexation of the subject property, which cannot happen without a dedication of City property. He wants to avoid getting down to the last minute because if the Council does not approve the property trade, this whole thing will unravel. He said there is a water tank above the property. The City owns a little over 3 acres, and there are trail easements the City is trying to resolve. Mr. Preston has agreed to give the City the trail access either way, and it is not part of the property trade. When the trail is complete at the end of that street, the City wants to have it double as a parking lot with actual parking stalls. This will also allow for a good staging area in the event of an emergency situation. The plan is for Mr. Preston to give up a potential lot in trade for the City owned property. There will be a property trade, which includes two important clauses that will be beneficial to the City. There will be a cash transfer as part of the transaction. The Council were all comfortable with the proposed trade.
2. Report on Wind Storm: **Keith Johnson** said he got word that the sewer district was willing to leave the green waste facility on Shepard Lane open until 7:30 pm to accept green waste from the City. They will accept green waste until Friday. **Dave Millheim** said he will be in contact with them on Friday afternoon, to see if they will allow people to continue to bring loads over the weekend. He said the City has learned to not over react to wind storms and make promises it cannot keep. He said the City just

completed its spring cleanup, hauling over 600 truckloads of green waste, which was helpful to get that debris out of the way. The most serious damage was to the Mercedes dealership site. Some of the walls may have to be torn down and rebuilt. The budget had forecast revenues including the Mercedes dealership opening on time, however if the walls have to be rebuilt, it will affect the opening date and the actual revenues. **Mayor Talbot** said he has received calls from residents about the diameter of branches, and **Dave Millheim** confirmed that the information is on the website. He said the City posted a warning on its Facebook page and it had over 100k views as of yesterday. He said the majority of the City's cleanup efforts are done.

3. He referenced an email to the Council. At the next Council meeting on the 17th, officials from the County will arrive at 6:30.
4. At the retreat in St. George, they discussed the office park and he said they got back a market study. He is proposing a special meeting or a work session meeting to discuss it. The three things they want to do are to review the market study, discuss the analysis of the CDA, and discuss the overview of the project. He proposed holding this meeting as a special work session on the 17th at 5pm. The Council voted to hold it during the first Council meeting in June at 5pm.

City Council

Doug Anderson: He said at 75 West Joy Drive in West Farmington, there is a pile of sticks in the road that is 4-5 feet high. He followed up with the resident who lives there, who said neighbors in that area canceled church on Sunday and picked up all the debris in the neighborhood that day and piled it in the road. He said he would be willing to rent a truck and pick it up himself, but wondered what the City can do since there was an official weather advisory. **Dave Millheim** said there have been numerous calls of a similar nature, and the City cannot be responsible for picking them up without extending that to many other private debris piles in the City. **Doug Anderson** said he would take care of it.

Mayor Jim Talbot

1. Dave Petersen got a call from Chad Bessinger, who is with Henry Walker homes. They have a development on the border of Farmington and Kaysville. They would like an easement of about 50 yards to get access to a manhole during construction. Dave Petersen said the request could be problematic for several reasons, and he suggested letting Dave Petersen follow through with it.
2. He said when the City was working with Garbett Homes, there was some ground next to the Maverick for a trailhead which the City declined at the time. They were going to turn it over to Maverick. Garbett Homes said they would be willing to give the City the ground fee simple, and that Maverick would maintain it. **Mayor Talbot** said he would like to own and control the property. **Keith Johnson** said there is a resident of Garbett Homes who says the trail connection is not ADA compliant, and has been pushing the City to make it ADA compliant. Trails are not required to be ADA compliant. He is concerned that if the City owns the trail access, this resident will push the City to make it ADA compliant, which will be expensive. **Dave Millheim** said there were reasons the City did not take that on, and he wants to go back and look at what those reasons

were. He asked Holly to put a note on his desk to remind him to look up the notes on that decision. **Mayor Talbot** agreed they can go back and look at it with Dave Petersen and get back to the Council with what they find.

Council members **Cory Ritz**, **Brett Anderson**, and **John Bilton** did not have anything to report at this time.

ADJOURNMENT

Motion:

At 8:23 p.m., **Cory Ritz** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: May 17, 2016

SUBJECT: **KAYSVILLE BOUNDARY ADJUSTMENT--RESOLUTION OF INTENT--JEFF CLARK**

RECOMMENDATION

Adopt the enclosed resolution initiating the process to adjust the common boundary line between Farmington City and Kaysville.

BACKGROUND

Jeff Clark owns and resides on a parcel in northwest Farmington at 1771 North 1500 West. Jeff also owns a vacant lot in Kaysville the rear lot line of which abuts the rear lot line of his Farmington parcel, which common property line is the corporate limit line for both Farmington Kaysville. A rear portion of the Kaysville lot also straddles Haight Creek. Now Mr. Clark desires to adjust the common boundary of the parcel whereby the Farmington parcel will include all of the creek--and then some. In so doing it becomes necessary to adjust the common corporate limit line accordingly.

The enclosed resolution declares Farmington's intent and starts the municipal boundary line adjust process as set forth in the State Code. The applicant is also requesting that the Kaysville City Council consider a similar resolution on May 19, 2016.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL
INITIATING PROCEEDINGS TO ADJUST THE COMMON
BOUNDARY LINES BETWEEN FARMINGTON CITY AND
KAYSVILLE CITY AND PROVIDING FOR A PUBLIC HEARING
THEREON.**

WHEREAS, Farmington City and Kaysville City wish to adjust their common boundaries; and

WHEREAS, pursuant to *Utah Code Ann.* § 10-2-419, municipalities may adjust their common boundaries; and

WHEREAS, Utah law requires that a public hearing be held on the proposed adjustment and that notice of such hearing be given by publication as provided herein; and

WHEREAS, owners of private real property located within the area proposed for adjustment are entitled to file written protests to the proposed adjustment if they oppose the same; and

WHEREAS, the City Council of Farmington City desires to initiate proceedings to effect the proposed boundary adjustment as provided herein;

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

Section 1. Statement of Intent. The Farmington City Council intends to adjust certain boundaries that are common between Farmington City and Kaysville City. The areas proposed to be adjusted are more particularly described in Section 3 of this Resolution.

Section 2. Public Hearing. The Farmington City Council will hold a public hearing on the proposed adjustment on the 5th day of July, 2016, at the hour of 7:00 p.m. at the Farmington City offices, located at 160 South Main Street, Farmington, Utah.

Section 3. Notice of Public Hearing. The Farmington City Council hereby directs the City Manager to cause the following notice to be published at least once a week for three successive weeks in the Davis County Clipper, a newspaper of general circulation within Farmington City. The first publication of the notice required by this subsection shall be published within fourteen (14) days of the City Council's adoption of this Resolution. The form of the notice shall be as follows:

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Farmington City Council at Farmington City Hall, 160 South Main Street, Farmington, Utah 84025, on the 5th day of July, 2016, at the hour of 7:00 p.m. for the purpose of receiving public comment with regard to a proposal to adjust Farmington City's common boundaries with the Kaysville City in the following described areas:

Legal Description of Property to be Disconnected from Kaysville City and Annexed to Farmington City:

BEGINNING AT A POINT ON THE NORTH SUBDIVISION LINE OF HESS FARM ESTATES NO. IX SUBDIVISION, SAID POINT BEING NORTH 89°43'09" WEST 727.11 FEET ALONG THE QUARTER SECTION LINE AND NORTH 00°00'00" EAST 114.93 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION AND NORTH 90°00'00" EAST 478.73 FEET ALONG SAID NORTH SUBDIVISION LINE ACCORDING TO SAID SUBDIVISION PLAT, FROM THE CENTER QUARTER CORNER OF SECTION 11 TOWNSHIP 3 NORTH, RANGE 1 WEST, SALK LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 25°24'09" WEST 34.5 FEET; THENCE NORTH 08°03'40" EAST 20.20 FEET; THENCE NORTH 46°57'39" EAST 27.13 FEET TO THE SOUTH LINE OF LOT 214 OF HESS FARM ESTATES NO. VIII SUBDIVISION; THENCE SOUTH 72°25'41" EAST 46.54 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 214; THENCE SOUTH 49°51'14" WEST 8.61 FEET; THENCE SOUTH 06°26'16" WEST 50.40 FEET TO THE NORTHWEST CORNER OF HESS FARM ESTATES NO. IX SUBDIVISION; THENCE NORTH 90°00'00" WEST 40.00 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING, CONTAINS 3,375 SQ. FT. OR 0.077 ACRES.

A plat of the proposed area to be adjusted is available for review at the Farmington City offices during regular business hours up to the date and time of the public hearing. The Farmington City Council has adopted a Resolution indicating the City Council's intent to adjust the boundary as provided above. The Farmington City Council will adjust the boundary unless, at or before the public hearing, written protests to the adjustment are filed by the owners of private real property that is located within the area proposed for adjustment and covers at least twenty five percent (25%) of the total private land area within the area proposed for adjustment and is equal in value to at least fifteen percent (15%) of the value of all private real property within the area proposed for adjustment. All protests shall be filed with the Farmington City Recorder at the Farmington City offices within the time provided herein.

DATED this 19th day of May, 2016.

City Manager

Section 4. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

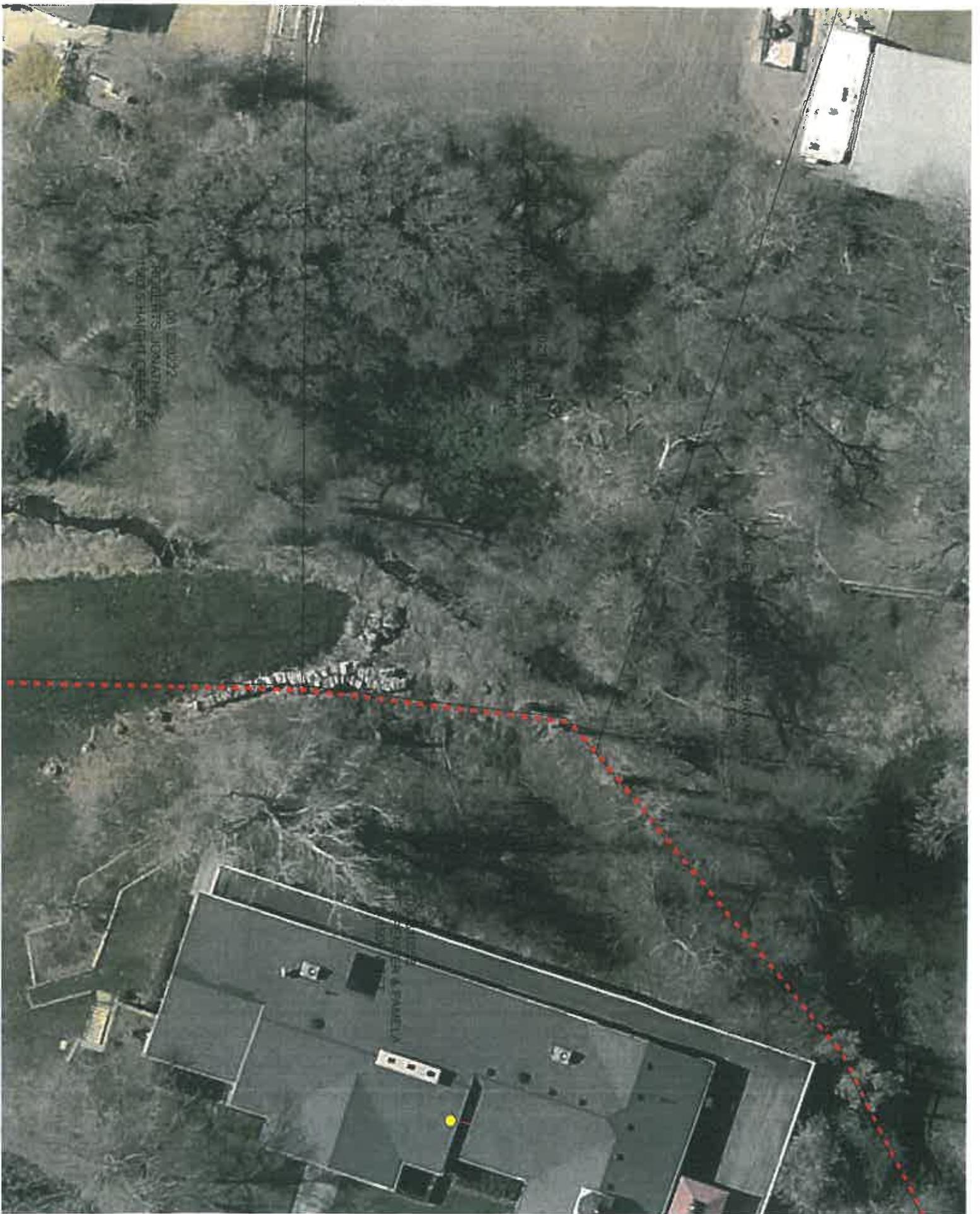
PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 17th DAY OF MAY, 2016.

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor



ROBERTS JONATHAN
1000 S HILBERT CREEK, SE
WA 98002

1000 S HILBERT CREEK, SE
WA 98002

1000 S HILBERT CREEK, SE
WA 98002



FARMINGTON POLICE DEPARTMENT

Chief Wayne D. Hansen

City Council Staff Report

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: May 10, 2016

SUBJECT: ANIMAL CONTROL CONTRACT WITH DAVIS COUNTY

RECOMMENDATIONS

Approve the current proposal for animal control services with Davis County.

BACKGROUND

This contract for animal services is the result of several months of review and negotiation between the user cities and Davis County. The City Managers of the user cities were heavily involved in this process and have produced a result that will best serve and meet our needs.

Included in this contract are services for managing both domestic animal issues as well as certain wildlife related situations that arise from time to time. There is also a provision for upgrading and improving infrastructure at the animal shelter. This is based on a percentage of each cities' usage of animal control services and facilities.

Farmington's costs for this contract are as follows:

Domestic Animal services	35,836.96
Wild animal services	6,669.25
Capital Improvements	2,922.40

The yearly total is 45,428.61 which is approximately 3000.00 over last year. We receive good service from Davis County in this regard and as such recommend approval of this contract. The contract and a letter from Davis County are included with this report.

Respectfully Submitted

Handwritten signature of Wayne Hansen in black ink.

Wayne Hansen
Police Chief

Review and Concur

Handwritten signature of Dave Millheim in blue ink.

Dave Millheim
City Manager



Animal Care & Control

1422 East 600 North - Fruit Heights, Utah 84037
Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

Dear City Manager,

Early in 2016 the County was approached by City managers to fund a reserve account that could be utilized to address the capital needs of the Animal Shelter. It was expected that this account would accumulate a balance through the years until enough monies are available to complete a project. There was additional discussion on how to determine the long-term needs of the shelter as well as funding requirements. It was agreed that these capital expenses would be equally shared 50/50 by the County and the Cities.

The County has since completed a study of the Davis County Animal Shelter. The purpose of this study was to determine what needed to be done to address outstanding capital issues within the building. The County Facilities Director had multiple vendors under state contract examine the animal shelter, indicating which areas were in most immediate need of attention. The following is what they found and their suggested fixes:

For several years the shelter's sewer drains in the dog kennel area have been backing up, creating a severe biohazard for employees and the animals. To find the issue, a camera was placed in the main drainage pipe and a majority of the sewer pipes were investigated. The camera showed a visible break in the main drainage pipe caused by erosion. This break is allowing waste to drain into gravel also causing waste to collect in these areas instead of flowing out. There were also severe "bellies" in the pipe where the pipe bottom had eroded away causing low spots where waste also collects.

The contractor's recommendation was to replace the main drainage pipe with a single open trough that runs the length of all the kennels, one that can be assessable if needed, yet flushed. The kennels in the middle row, which were constructed using a cinderblock wall system, will have to be removed and new kennels constructed. The cement floor will then need to be repaired throughout the main kennel area from all of the floor cuts and the removal of the cinderblock wall systems. The total estimated cost of this project is: \$265,000.00

In 2015 the County identified the animal shelter's HVAC system as inefficient and in need of replacement. This was confirmed in April 2016 when a HVAC unit almost caught on fire due to a failure on an over limit switch, causing smoke to be blown throughout the shelter. Evacuations were made and the fire department was dispatched.

The contractor recommended a replacement and new engineering for proper airflow for an animal shelter. Total estimated cost of this project is: \$150,000.00.

Other less essential items found were: Wall patching and painting, Key card system, door repairs and soffit and gutter repairs. Total estimated cost for these projects totaled: \$47,000.00.

A reserve for emergency capital expenses was requested by the County in the amount of \$100,000.

The payment amounts were created using the usage percentage calculated as follows:

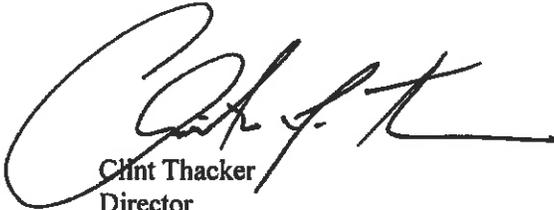
<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	(Example) 27.14%
The City's 2016 Calendar Year Obligation to the County:	(Example)\$15,252.68

The 2016 inter-local agreement was included with this letter. Please have the agreement reviewed and signed by your attorney, Mayor and City recorder.

Once signed, return the agreement to me and I will submit the agreement to the County Commissioners for final approval.

A copy of the fully executed agreement will be sent to you via email. If you need a signed original, please send me two signed copies of the agreement and one will be mailed back to you.

Thank you again for this equal partnership. If you have questions or concerns please let me know.



Clint Thacker
Director
Davis County Animal Care & Control

INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Interlocal Cooperation Agreement for Animal Services (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and Farmington City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through its Animal Care and Control Department (the "Department"), provides animal care and control services within the limits of Davis County;

C. WHEREAS, the County owns, operates, and maintains the Davis County Animal Shelter located at 1422 East 600 North, Fruit Heights, Utah (the "Shelter");

D. WHEREAS, the City desires to benefit from the Shelter and the County's animal care and control services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the Shelter and the County's animal care and control services as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *General Services.* The County shall, and the City authorizes the County to, provide the following general services on behalf of the City and within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise:

- 1) Enforce the City's animal control ordinance;
- 2) Issue notices of violation of the City's animal control ordinance;
- 3) Issue citations for violations of the City's animal control ordinance;
- 4) Collect fees and costs pursuant to the City's animal control ordinance;
- 5) Issue and/or sell dog licenses;
- 6) Manage a dog license program;
- 7) Provide regular animal control patrol coverage between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 8) Respond to non-emergency calls, requests, and/or complaints between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 9) Respond, generally within thirty minutes (subject to availability and location of personnel), to emergency calls, requests, and/or complaints involving animals twenty-four hours a day, seven days a week, three hundred sixty-five days a year, subject to the Department's emergency call-out criteria and protocol;
- 10) Enforce all applicable laws, ordinances, rules, regulations, or otherwise relating to animal care and control services;
- 11) Impound animals when necessary and/or advisable, including, but not limited to, in accordance with the provisions of Title 6, Chapter 6.20, *Davis County Code* (as amended);

12) Pick up and dispose of dead domestic animals, excluding livestock and large wildlife;

13) Investigate all incidents involving actual or purported animal bites or rabies; and

14) Seek and, subject to approval by the City, receive the assistance and cooperation of the City's law enforcement officers while providing or performing the services described herein.

b. *Wildlife Services.* The County shall, and the City authorizes the County to, pick up and euthanize wild nuisance animals, such as raccoons and skunks, trapped within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

c. *Shelter Services.* The County shall, and the City authorizes the County to, operate and maintain the Shelter and provide temporary shelter and board for and hold and dispose of all stray or unwanted animals impounded within the City's limits and in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

2. Procedures and Prosecution. The County shall implement the following procedures in the administration and enforcement of the City's comprehensive animal control ordinance:

a. The County shall furnish all necessary receipt books and dog/cat tags for the City;

b. Receipts for dog licenses sold by County employees shall be issued by those County employees;

c. All fees and funds collected by County employees shall be immediately provided to the Department pursuant to Department policy, and the Department shall forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy; and

d. Notices, citations or complaints for the violation of the City's comprehensive animal control ordinance shall be issued so that the person charged shall be required to appear before the appropriate court.

The prosecution of any citations or charges for the violation of the City's comprehensive animal control ordinance shall be the City's responsibility; not the County's responsibility. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

3. Funding for the Department and the Shelter. The Department and the Shelter shall be funded by:

a. The County from its general fund;

b. The compensation and cost reimbursements by the City, and all other participating Davis County cities or other entities, to the County;

c. The capital projects fund regarding the Shelter;

d. The fines, fees, costs, or otherwise collected under this Agreement; and

e. Donations made specifically for the benefit of the Department or the Shelter.

4. Compensation and Costs.

a. The City's calendar year obligation to the County, excluding calls for wild nuisance animal pick up and/or euthanization and the capital projects fund regarding the Shelter, is calculated based upon the following:

1) The combined obligation of all of the cities and/or entities within Davis County that receive animal care and control services from the County, excluding Hill Air Force Base (collectively, the "Combined Cities"), shall be 50% of the projected calendar year expenditures by Davis County for the Department for the applicable calendar year less the projected calendar year revenues by Davis County for the Department arising from licenses, shelter fees, surgical fees, wildlife fees and donations; and

2) The City's specific portion of the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above.

The City's annual calendar year obligation to the County for this subsection shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsections 4.a.1) and 4.a.2) above.

b. The County shall be obligated to satisfy the shortfall between the actual amounts expended by the Department for each calendar year and all of the actual revenues for each calendar year. For example, if the Department's budget for a particular calendar year is \$1,900,000, but the actual amounts expended by the Department for the particular calendar year are \$2,000,000, and the projected revenues for the particular calendar year, including, but not limited to, the revenues generated from the Combined Cities, were \$1,000,000, but the actual revenues for the particular calendar year were \$900,000, then the County's obligation regarding the shortfall for the particular calendar year would equal \$1,100,000 ($2,000,000 - \$900,000 = \$1,100,000$), which is an increased obligation to the County of \$200,000, without any further obligation to any of the Combined Cities.

c. The City's calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services, as more fully described in Subsection 1.b. of this Agreement, is calculated based upon the City's total number of wild nuisance animal pick up and/or euthanization calls or services for the calendar year immediately prior multiplied by \$25.75 per call.

The City's annual calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services shall be as set forth in Exhibit A, attached hereto and incorporated herein by this referenced, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 4.c. above.

5. Capital Projects Fund Regarding the Shelter.

a. The amount of the capital projects fund regarding the Shelter shall be \$562,000.00, which shall be funded 50% by the Combined Cities and 50% by the County. For each calendar year of this Agreement, the Combined Cities and the County shall each pay 20% of their total obligation so that by year five of this Agreement, the capital projects fund regarding the Shelter will be fully funded for the applicable five year period of this Agreement.

b. The City's specific portion of the Combined Cities' 50% obligation, pursuant to Subsection 5.a. directly above, shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the Combined Cities' 50% obligation, pursuant to Subsection 4.a. above.

The City's annual calendar year obligation to the County for this Section shall be set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 5.a. and 5.b. above.

6. Funds Received by the City. Any funds paid to, collected by, or received by the City for dog licenses, animal fines and/or fees, and/or animal care and control services, excluding any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County, together with a descriptive record of such funds, within thirty calendar days of receipt of such funds.

7. Budget Advisory Committee. Within three months of the Effective Date (defined below) of this Agreement, a budget advisory committee, consisting of two representatives designated by the County and two City Managers recommended by the City Managers from the Combined Cities, shall be established for the purpose of advising on issues and matters relevant to the Department, including, but not limited to, the Department's budget proposals, capital requests, personnel requests, fee structure, and fine structure. This budget advisory committee shall function solely in an advisory capacity and shall have no binding authority regarding the County's decisions on budget, personnel, or otherwise.

8. Biennial Fee/Fine Survey. The County, through the Department, shall perform a fee/fine survey relevant to the Department on a biennial basis.

9. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

10. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on December 31, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

11. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

12. Records. The County, through the Department, shall maintain books and records of the animal care and control services provided to the City under this Agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times. All records created, received, or held by the County, through the Department, shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, codified at Title 63G, Chapter 2, *Utah Code Annotated*.

13. Reports. The County, through the Department, shall report to the City, on a quarterly basis, the animal care and control activities and services provided and performed under this Agreement.

14. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> Farmington City Attention: City Manager 160 S Main Farmington, UT 84025	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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15. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

16. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection

with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

17. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.

19. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

21. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

22. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

23. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

24. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

25. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

26. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

27. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

28. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

29. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

30. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

31. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

32. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[Signature Pages Follow]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

FARMINGTON CITY

Mayor
Dated: _____

ATTEST:

Farmington City Recorder
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Farmington City Attorney
Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division
Dated: _____

EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2016 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,474,056
	Operating:	\$307,165
	Capital Equipment:	\$44,217
	Allocations:	+ \$69,811
	Total Expenditures:	\$1,895,237
Projected 2016 Revenues of Davis County Animal Care and Control:	Licenses	\$220,000
	Shelter Fees	\$190,000
	Surgical Fees	\$45,000
	Wildlife Fees	\$50,393
	Donations	+ \$11,500
	Total Revenues:	\$516,893
Projected 2016 Expenditures Less Projected 2016 Revenues:		\$1,895,237 - \$516,893 \$1,378,345
Combined Cities' 50% Obligation:		\$1,378,345 x 0.50 \$689,172
Average of the City's Total Billable Calls for 2014 and 2015:		600
Average of Combined Cities' Total Billable Calls for 2014 and 2015:		11,543
The City's 2015 Usage Rate:		600/ 11,543 5.20%
The City's 2016 Calendar Year Obligation to the County:		\$35,836.96

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2015	259
Cost to City for Each Wildlife Call in 2015	\$25.75
The City's 2016 Calendar Year Obligation to County for Wildlife Calls	\$6,669.25

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County
for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	5.20%
The City's 2016 Calendar Year Obligation to the County:	\$2,922.40

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

CITY COUNCIL AGENDA

For Council Meeting:
May 17, 2016

SUBJECT: City Council Committee Reports

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

City Council members will give a report on the various committees they serve on.

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:
May 17, 2016

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held on May 5, 2016
2. Fire Monthly Activity Report for April
3. UDOT West Davis Corridor Update

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
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson – Associate City Planner
Date: May 6, 2016
SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD MAY 5, 2016

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on May 5, 2016 [note: five commissioners attended the meeting—Chair Rebecca Wayment, Alex Leeman, Dan Rogers, Heather Barnum, and Connie Deianni. Excused commissioners were Bret Gallacher and Kent Hinckley.

Item 3 Pete Smith / Advanced Solutions Group – Applicant is requesting final plat approval for the Meadows at City Park Phase II Subdivision consisting of 14 lots/units on 2.37 acres located at approximately 55 South and 200 West in an R-4 zone. (S-12-15)

Voted to approve the final plat as written in the staff report.

Vote: 5-0

Item 4 Jerry Preston / Elite Craft Homes (Public Hearing) – Applicant is requesting preliminary plat approval for the Rice Farms Phase VII PUD Subdivision consisting of 4 lots on 2.55 acres located at approximately 140 East and 850 South in an LR (Large Residential) zone. (S-8-16)

Voted to table the preliminary plat to give the applicant and staff time to obtain input from the Farmington Historic Commission regarding the preservation of the historic home on the property, and the Farmington Trails Committee regarding the location of a trail connection from 140 East to 200 East.

Vote: 3-2 (Dissenting votes were Commissioners Alex Leeman and Dan Rogers as they felt that the committees' input could be reasonably obtained prior to consideration of final plat as a condition for approval without holding the applicant up. Commissioners Rebecca Wayment, Heather Barnum, and Connie Deianni felt that giving the applicant vesting at preliminary plat without more clarity on these two issues could be problematic as it may change the layout of the subdivision.)

Item 5 Dakota Hawks / Technology Associates (Public Hearing) – Applicant is requesting conditional use and site plan approval for a wireless communications tower on 2.95 acres located at 1224 South 650 West in an LM&B (Light Manufacturing and Business) zone. (C-9-16)

Voted to approve the conditional use permit as written in the staff report and approved the related coverage plan that was presented for review at the meeting.

Vote: 5-0

Item 6 Farmington City (Public Hearing) – Applicant is requesting a zone text amendment to Section 11-28-220(2)(b) of the Zoning Ordinance regarding architectural standards related to Class “A” Self-Storage.

Voted to recommend that the City Council approve the zone text amendment as written in the staff report.

Vote: 5-0

Respectfully Submitted



Eric Anderson
Associate City Planner

Review & Concur



Dave Millheim
City Manager



Farmington City Fire Department

Monthly Activity Report

April 2016



Emergency Services

Fire / Rescue Related Calls: **20**
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance Related Calls: **55 / Transported 28 (51%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to adequately staff: **6**

Urgent EMS Related Response Times (AVG): **4.6 Minutes** **GOAL 4 minutes or less (+.6 min.)**

Urgent Fire Related Response Times (AVG): **7.3 Minutes** **GOAL 4 minutes or less (+ 3.3min.)**

PT Department Man-Hours (based on the following 24-day pay period / April 15th & April 29th)

Part-Time Shift Staffing:	1,394	Budgeted 1,394	Variance -0
Part-Time Secretary:	86	Budgeted 80	Variance + 6
Part-Time Fire Marshal:	80	Budgeted 80	Variance + 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 26
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	169		
Emergency Callbacks:	211	FIRE 59 Hrs. / EMS 152 Hrs. (YTD) 973	
Special Event Hours:	6	(YTD) 46	
Total PT Staffing Hours:	1,946	(YTD) 7,967	

Monthly Revenues & Grant Activity YTD

	Month	Calendar Year	FY 2016
Ambulance (March 2016):			
Ambulance Services Billed:	\$49,285.30	\$150,853.13 YTD	\$487,163.88
Ambulance Billing Collected:	\$22,102.69	\$87,694.87 YTD	\$241,011.17
Variances:	-\$27,182.61	-\$63,158.26 YTD	-\$246,152.71
Collection Percentages:	44%	58%	49%

Grants / Assistance / Donations

Grants Applied For:

None \$0 \$24,500 YTD

Grants / Funds Received / Awarded:

None \$0 \$900 YTD

Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	12	
Drill #2 – EMS – PT Packaging / Immobilization w/ Doc F.	36	Avg. Wednesday Night Drill Att.
Drill #3 – FIRE – Rescue / Ropes & Anchors / SRV	42	FFD Personnel This Month: 14
Drill #4 – FIRE – Official Wildland Refresher w/ DNR	42	
Drill #5 – FIRE – Cancelled for 1 st Annual Fire Wise Open House		

Other:

<i>Inspections / Special Training Assignment*</i>	64	
<i>Northern Utah Trauma Systems training x 2 (N.U.T.S)</i>	16	
<i>UFRA - Arson Investigation Certification x1</i>	24	
<i>Lagoon Apparatus Access & Placement Drills</i>	72	
<i>Sexual Harassment Training x 5 (City Hall)</i>	5	
<i>Sexual Harassment FFD / Target Solutions Program</i>	56	
Total Training / Actual Hours Attended:	369	1,389 HRS YTD

Fire Prevention & Inspection Activities

QTY

New Business Inspections:

Existing Business Inspections: 25

Re-Inspections: 45

Fire Plan Reviews & Related: 159 (Scanned Documents)

Consultations & Construction Meetings: 88

Station Tours & Public Education Sessions: 14 **46 YTD**

Health, Wellness & Safety Activities

QTY

Reportable Injuries: 0 **0 YTD**

Physical Fitness / Gym Membership Participation % 100%

Chaplaincy Events: 1

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals: 0 **0 YTD**

Additional Narrative:

Another busy month with a lot of training and preparation for fire season. Emergent EMS response times averaged 4.6 minutes and Emergent FIRE response times averaged 7.3 minutes. Six calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). 51% of all Ambulance calls resulted in transporting patients to Hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. Full-time



staffing hours exceeded typical parameters as to accommodate mandated city training to include sexual harassment training and Lagoon apparatus access and placement training. In-house training focused leadership and development training, Rope Rescue Training, Mandated Wildland Refresher Training, Lagoon Apparatus Access and Deployment Training and Offsite Trauma Training – Logan. Extra hours placed towards updating ordinances for codification.



FFD held its 1st annual 4-hour “Fire Wise Community” Open House to the public with an approximate 100-150 community member turnout. Hosting this Open House is mandated by the Feds and State to retain the “Fire Wise Community” status and recognition. This in-turn enables Farmington to offset upcoming assessment fees being placed into effect. This open house held Saturday April 30th credited Farmington City for 70 man-hours at \$25 per hour (\$1,750) in-kind towards prevention services. In an effort to reduce interface fires, FFD will continue to educate the community while reducing fuel loads to the best of its ability.

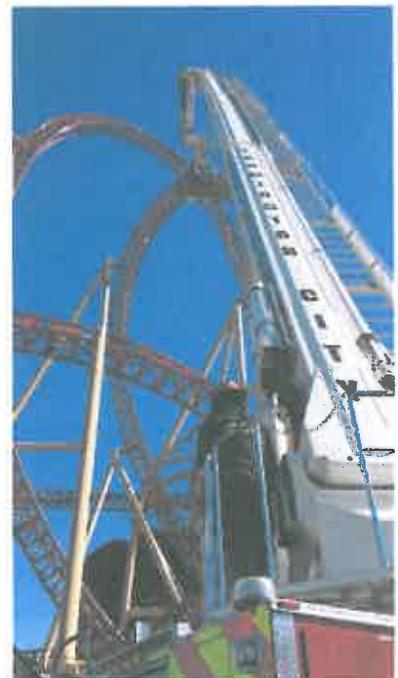


FFD spent considerable amount of time on Lagoon campus identifying access and rescue potentials. These pre-planning / training evolutions encompassed the entire amusement park and was without a doubt a success. FFD will participate in an additional exercise involving live victim removals Thursday May 5th.



The Annual “Safe Kids Coalition Safety Fair” is being held at the Legacy Center Saturday May 7th from 10 AM through 2 PM. Farmington FD, PD and Recreation departments are participants of this program and are honored to help promote this event. We anticipate over a thousand children in attendance.

**SAFE
K:IDS
UTAH**



Please feel free to contact myself at your convenience with questions, comments or concerns:

Office (801) 939-9260 or email gsmith@farmington.utah.gov

Respectfully,

**Guido Smith
Fire Chief**

UDOT DECISION SUPPORT SYSTEM

DRAFT New Interchanges on Existing Freeways - Phase 1
Updated as of: November 30, 2015

PROJ ID	SOURCE	ROUTE	REGION	PROJECT NAME/LOCATION	COST (MILL \$)	DAILY TRAFFIC SCORE	DAILY VEHICLE HOURS SAVED SCORE	BENEFIT SCORE	IMPROVMENT SCORE	DISTANCE TO ADJACENT INTERCHANGES SCORE	PRELIMINARY SCORE	Comments	PH
MAG15	MAG	I-15	5	I-15/Phone 620 N Interchange	\$ 45,000,000	23	30	7	7	10	3		
D-31	WFR	I-15	1	I-15 Interchange @ 1800 North	\$ 45,000,000	20	24	7	7	10	3		
S-161	WFR	SR-104	2	Bangerter Highway Interchange @ 800 West	\$ 46,000,000	23	28	7	7	10	3		
2015034	LRP	I-80	2	I-80 at MP 94.5, Midvalley Highway Interchange (refer to local plan)	\$ 40,000,000	18	12	12	7	10	5		10603
D-38	WFR	I-15	1	I-15 Interchange @ Shepard Lane	\$ 45,000,000	20	18	7	7	0	5	SWLRP has \$10M in Phase 1. Post processed model v05	
S-195	WFR	I-15	2	I-15 Interchange @ 9400 South	\$ 45,000,000	16	12	7	7	2	1		
DMP01-36	DMP0	SR-7	4	SR-7, Sand Hollow Interchange	\$ 7,100,000	0	0	0	0	10	5		
	DMP0	I-15	4	I-15 Milepost 11 Interchange	\$ 30,000,000	4	0	0	0	10	1	Left over from Sep 4A Construction.	

DRAFT New Interchanges on Existing Freeways - Phase 2
Updated as of: November 30, 2015

PROJ ID	SOURCE	ROUTE	REGION	PROJECT NAME/LOCATION	COST (MILL \$)	DAILY TRAFFIC SCORE	DAILY VEHICLE HOURS SAVED SCORE	BENEFIT SCORE	IMPROVMENT SCORE	DISTANCE TO ADJACENT INTERCHANGES SCORE	PRELIMINARY SCORE	Comments	PH
2015034	LRP	I-80	2	I-80 at MP 94.5, Midvalley Highway Interchange (refer to local plan)	\$ 40,000,000	18	12	12	7	10	5		
MAG51	MAG	I-15	3	I-15/Orem 800 S, New HOV Intchng to UVU, Trail/Slide Path	\$ 72,700,000	20	18	0	0	10	0		
MAG55	MAG	I-15	3	I-15/Spanish Fork Center St, New Interchange	\$ 49,100,000	12	12	0	0	10	0		
MAG41	MAG	I-15	3	I-15/Traverse Mountain, Lehi, New Intchng into Traverse Mountain	\$ 49,600,000	12	6	0	0	10	0		
MAG58	MAG	I-15	3	I-15/Springdale 1600 SSp Fork 2700 N, New Interchange	\$ 69,000,000	12	6	0	0	10	0		
2015043	LRP	I-80	2	I-80 at MP 143.0, View Area - High Lite Interchange	\$ 38,000,000	0	0	0	0	10	0		\$5.1 M in Ph 3

DRAFT New Interchanges on Existing Freeways - Phases 3 & 4
Updated as of: August 3, 2015

PROJ ID	SOURCE	ROUTE	REGION	PROJECT NAME/LOCATION	COST (MILL \$)	DAILY TRAFFIC SCORE	DAILY VEHICLE HOURS SAVED SCORE	BENEFIT SCORE	IMPROVMENT SCORE	DISTANCE TO ADJACENT INTERCHANGES SCORE	PRELIMINARY SCORE	Comments	PH
S-154	WFR	I-15	2	I-15 Interchange @ Sevier South	\$ 45,000,000	23	24	7	7	10	62	Modeling from USTM	
MAG71	MAG	I-15	3	I-15/UC12400 S Santaquin, New Interchange	\$ 45,000,000	17	6	0	0	10	31		
2015016	LRP	I-84	1	I-84 at MP 94.0, with southern extension of SR-167	\$ 35,000,000	0	0	0	0	2	7	\$28M in Ph 4	
D-42	WFR	SR-87	1	Legacy Parkway Interchange @ Center Street	\$ 38,000,000	0	0	0	0	4	7	Modeling from USTM	
2015227	LRP	I-15	4	I-15 at MP 66.7, Ravine Road (Enoch)	\$ 38,000,000	0	0	0	0	0	5		
2015232	LRP	I-70	4	I-70 at MP 54.6, Lost Creek Road (Sevier Co.)	\$ 38,000,000	0	0	0	0	0	0	Not in Build Model	
2015024	LRP	I-84	1	SR-66 at MP 14.3, I-84	\$ 38,000,000	0	0	0	0	0	0	Not in Build Model	
S-156	WFR	I-15	2	I-15 Interchange @ 100 South (HOT Ramps)	\$ 45,000,000	0	0	0	0	0	0	Not in Build Model	

Farmington City Aesthetics Budget

	Farmington	\$ 143,500,000
	Kaysville-Layton	\$ 135,100,000
	Syracuse	\$ 97,850,000
	West Point-Clinton-Hooper	\$ 88,660,000
Draft EIS Estimated Construction Cost	\$	465,110,000
Total Project Aesthetic Budget	0.75% \$	3,488,325
	Total Length	15.9 miles
	Aesthetic Budget per Mile	\$ 219,527
	Farmington Segment Length	3.98 miles
Farmington Aesthetic Budget	\$	873,121
	Conservation Easement Length	1.86 miles
	Landscaping per mile	\$ 238,000
	5' Berm per mile	\$ 577,000
	10' Berm per mile	\$ 1,212,000

CITY COUNCIL AGENDA

For Council Meeting:
May 17, 2016

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.