

**WORK SESSION:** A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss the award of bid for park and gym, potential purchase of a brush truck for the fire department and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, June 16, 2015, 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

7:05 Adjourn to RDA meeting for RDA Budget Public Hearing

### **PUBLIC HEARINGS:**

7:10 Resolution to Increase Monthly Sewer Rates

7:15 Amend FY2015 and Adopt FY2016 Budget

### **PRESENTATION OF PETITIONS AND REQUESTS:**

7:30 Approval to Accept Bids for 650 West (Gym and Park)

### **NEW BUSINESS:**

8:00 Special Assessment Area for 650 West, 1100 West and Glovers Lane

8:30 Update on Farmington Justice Court

9:00 PUBLIC HEARING - May PUD Subdivision - Schematic Plan

### **SUMMARY ACTION:**

9:10 Minute Motion Approving Summary Action List

1. Resolution regarding Utah Retirement Systems “pick up” of Member Contributions for Eligible Employees
2. McOmber Subdivision Amended Improvements Agreement
3. Approval of Minutes from City Council from May 26, 2015
4. Resolution Amending the Consolidated Fee Schedule relating to Football Fees and Sanitary Sewer
5. Villa Susanna Final PUD Master Plan and Final Plat
6. Agreement Amendment for Station Park regarding Drive up Windows

**GOVERNING BODY REPORTS:**

9:15 City Manager Report

1. Executive Summary for Planning Commission held on June 4, 2015
2. Monthly Activity Report for Fire
3. Cemetery Issues

9:30 Mayor Talbot & City Council Reports

1. Planning Commission Appointments

**ADJOURN**

**CLOSED SESSION**

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

DATED this 11th day of June, 2015.

**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:  
June 16, 2015

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

It is requested that Councilmember Jim Young give the invocation to the meeting and it is requested that City Councilmember Brigham Mellor 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:  
June 16, 2015

**PUBLIC HEARING: Resolution to Increase Monthly Sewer Rates**

**ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. Approve the resolution to increase monthly sewer rates for all customers in the City.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Keith Johnson.

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

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: June 9, 2015

Subject: **PUBLIC HEARING WITH RESPECT TO THE RESOLUTION TO INCREASE MONTHLY SEWER RATES FOR CUSTOMERS.**

### RECOMMENDATIONS

Hold public hearing and approve the Resolution to increase monthly sewer rates for all customers in the City. Central Davis Sewer District is raising the rates it charges for each customer.

### BACKGROUND

Central Davis Sewer District is raising rates on what it charges for all customers. The District is raising residential customers by \$2.00 per month and non residential and commercial customers by \$3.00 per month. The City is just passing this increase onto the customers of the City with residential increasing to \$22.00 per month and commercial \$39.00 per month. The District will be at the public hearing to explain the reasons for the increase.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

## RESOLUTION 2015-\_\_\_\_\_

### A RESOLUTION REVISING MONTHLY SEWER RATES IN FARMINGTON CITY, UTAH

**WHEREAS**, it has become necessary for the Farmington City Council to raise monthly sewer rates in order to provide adequate funds for collection and treatment of sewage and related costs thereof; and

**WHEREAS**, Farmington City provides and performs administrative and other services in conjunction with the collection of sewage with the City in cooperation with the Central Davis County Sewer District.

**NOW, THEREFORE, BE IT RESOLVED** by the Farmington City Council that the sewer rate charges are hereby amended commencing July 1, 2015, as follows:

#### **Section 1. Rate Charges.**

- a) Single family residential units and individually metered dwelling units \$22.00 per month (or any portion thereof).
- b) Multiple residential dwelling units having a common meter, commercial and non-residential units \$39.00 per month. Non-residential units shall mean each separate business establishment notwithstanding that the business establishment is an integral part of an entire building (mall or strip mall) where culinary water is metered through a common meter.

#### **Section 2. Volume Surcharge.**

Multiple residential dwelling units having a common meter, commercial and non-residential, including but not limited to, churches, schools, commercial and industrial establishments, hotels, motels and other commercial businesses, shall pay a volume surcharge of \$1.68 per each 1,000 gallons or part thereof in excess of the first 25,000 gallons of water used as shown by the winter water readings as more particularly set forth herein.

#### **Section 3. Pump System Surcharge.**

When a connection is located such that waste water must be pumped in order for it to float to the treatment plant, pumping surcharge will be applied. This surcharge shall be \$1.10 per month per residential connection. Commercial/industrial connections shall be \$2.20 per month for the first 25,000 gallons or part thereof and .08¢ for each additional 1,000 gallons or part thereof.

**Section 4. Effective Date.**

The sewer rates as set forth in this Resolution are effective as of July 1, 2015, and shall apply for the month of July 2015 and shall continue in effect for each month thereafter until further modified by a resolution of the Farmington City Council.

**Section 5. Severability.**

If any portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 16<sup>th</sup> day of June, 2015.

FARMINGTON CITY

By: \_\_\_\_\_  
H. James Talbot  
Mayor

ATTEST:

\_\_\_\_\_  
Holly Gadd  
City Recorder

**The Board for  
CENTRAL DAVIS SEWER DISTRICT  
Invites interested Citizens living in  
the District (Farmington, Fruit Heights and Kaysville)  
to attend a hearing on the District's Budget.**

**The Board is proposing a  
\$2.00 per month increase in  
Sewer Treatment Fees. This increase will pay the costs  
to eliminate the use of chlorine gas for disinfection,  
Additional odor reduction measures for the  
composting operation, and additional costs  
associated with anticipated changes in regulations.  
The last rate increase was in 2008.**

**The Hearing will be at the District's Office  
located at**

**2200 So. Sunset Drive  
Kaysville, Utah 84037**

**The Hearing will be on**

**Thursday  
December 11, 2014  
At 8:00 p.m.**

**Citizens with questions or who need accommodation  
should contact the District at (801) 451-2190**

**Central Davis Sewer District  
Wasatch Front Sewer Rate Study - 2014**

Name Entity	Tax Rate	House Value	Annual Tax Rev. (55%)	Monthly Equ. Rate	User Charge	Total Rate Monthly
Central Davis Sewer District	0.000237	250,000	32.59	2.72	19.50	22.22
<i>Note : The cities add about \$1.50 to the rate to collect the bills for the District (included above).</i>						
<b>Snyderville Basin Water</b>						
Reclamation District	0	250,000	-	-	34.77	34.77
Magna Water Co.	0.001419	250,000	97.56	8.13	20.29	28.42
South Davis Sewer District	0.000324	250,000	44.55	3.71	5.00	8.71
<b>North Davis Sewer District</b>						
Clearfield	0.001025	250,000	140.94	11.74	23.94	35.68
Clinton	0.001025	250,000	140.94	11.74	17.70	29.44
Layton	0.001025	250,000	140.94	11.74	20.45	32.19
Roy	0.001025	250,000	140.94	11.74	19.15	30.89
Sunset	0.001025	250,000	140.94	11.74	20.65	32.39
Syracuse	0.001025	250,000	140.94	11.74	17.80	29.54
West Point	0.001025	250,000	140.94	11.74	19.20	30.94
<b>Central Valley WRF</b>						
Taylorsville-Bennion						
Improvement District	0.000173	250,000	23.79	1.98	17.96	19.94
Granger-Hunter Improvement						
District	0.000739	250,000	101.61	4.23	18.00	22.23
Murray		250,000	-	-	24.21	24.21
Kearns Improvement District	0.000821	250,000	112.89	3.76	29.95	33.71
Cottonwood Improvement						
District	0.000236	250,000	32.45	2.70	13.00	15.70
Mt. Olympus Impmt. Dist.	0.000392	250,000	53.90	4.49	9.00	13.49
South Salt Lake		250,000	-	-	26.40	26.40
<b>South Valley WRF</b>						
West Jordan						
		250,000	-	-	25.52	25.52
Midvalley Improvement District						
Midvale	0.000945	250,000	129.94	10.83	11.00	21.83
Sandy Suburban Improvement						
District	0.001035	250,000	142.31	11.86	15.04	26.90
South Valley Sewer District	0.000396	250,000	54.45	4.54	25.00	29.54
Salt Lake City						
		250,000	-	-	16.20	16.20
Orem		250,000	-	-	20.44	20.44
Provo		250,000	-	-	18.76	18.76

**Central Davis Sewer District  
Wasatch Front Sewer Rate Study - 2014**

Name Entity	Tax Rate	House Value	Annual Tax Rev. (55%)	Monthly Equ. Rate	User Charge	Total Rate Monthly
Springville		250,000	-	-	28.29	28.29
Spanish Fork		250,000	-	-	22.40	22.40
Payson		250,000	-	-	26.11	26.11
Santaquin		250,000	-	-	43.07	43.07
<b>Timpanogos SSD</b>					<b>32.77</b>	
Highland		250,000	-	-	37.88	37.88
Alpine		250,000	-	-	35.20	35.20
Cedar Hills		250,000	-	-	40.94	40.94
American Fork		250,000	-	-	46.75	46.75
Lehi		250,000	-	-	35.77	35.77
Pleasant Grove		250,000	-	-	41.36	41.36
Vineyard		250,000	-	-	29.40	29.40
<b>Central Weber Sewer Improvement District</b>						
	0.000866	250,000	119.08	9.92		
Ogden City	0.000866	250,000	119.08	9.92	28.58	38.50
South Ogden City	0.000866	250,000	119.08	9.92	28.80	38.72
North Ogden City	0.000866	250,000	119.08	9.92	21.70	31.62
Farr West City	0.000866	250,000	119.08	9.92	26.00	35.92
Washington Terrace	0.000866	250,000	119.08	9.92	32.64	42.56
South Weber City	0.000866	250,000	119.08	9.92	30.57	40.49
West Haven	0.000866	250,000	119.08	9.92	33.00	42.92
Riverdale	0.000866	250,000	119.08	9.92	23.53	33.45
Hooper	0.000866	250,000	119.08	9.92	50.00	59.92
Pleasantview	0.000866	250,000	119.08	9.92	26.00	35.92
Roy City	0.000866	250,000	119.08	9.92	27.45	37.37
					MIN	8.71
					AVERAGE	30.75
					MEDIAN	30.22
					MAX	59.92

## CDSD Rates Analysis

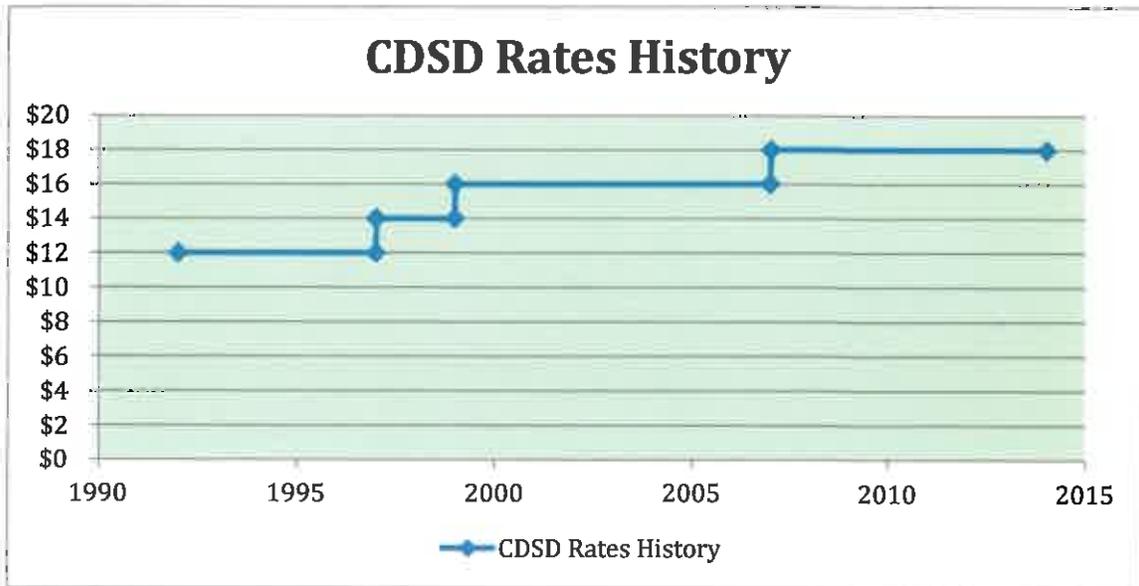
Central Davis Sewer District faces several challenges to its rates structure in the next several years. Those, which are well identified, include the following:

1. Aging plant infrastructure: The wastewater treatment plant is aging and requires significant upgrades and replacements on an ongoing basis.
2. Phasing out of chlorine for an inherently safer technology: This homeland security recommendation is becoming increasingly a mandate. The cost to shift to bulk sodium hypochlorite is about \$0.56 per month. Switching to onsite generation of sodium hypochlorite is about \$0.71 per month and switching to UV disinfection would be about \$1.36 per month.
3. Reduction of phosphorus is in final rulemaking: The cost to reduce phosphorus to 1.0 mg/L chemically will be about \$1.17 per month. If we were to do it biologically, the cost would be about \$7.05 per month and would require major construction.
4. Odor issues and construction of the West Davis Corridor are challenging biosolids handling and reuse. As a minimum, the cost will increase at least \$0.25 per month with a worst-case increase of \$2.88 per month.
5. The billing rate for collections maintenance is about \$1.20 below the actual cost of cleaning, inspecting and repairs now being done.

While the District has sufficient revenues to cover current expenses and renewal and replacement, the challenges mentioned above will cause the call on funds to exceed current resources. Currently, the District has about \$1.0 million excess in rates and taxes and collects in excess of \$0.6 million in impact fees. This covers

the current rate of depreciation for District assets and associated renewal and replacement. This will not be sufficient to cover the future changes, also.

Below is a graph of the District's Rate History for the past 20 years.



The changes in the mid 1990's were made to cover bonding for a major construction project. All of the 1995-1996 bonds were paid off in 2008. As a comparison, included is a table showing rates and taxes for most of the Wasatch front. The average rate (including taxes) in the populated areas of Utah is now over \$30 per month. The District's rate is \$18/month and an average of \$2.70 per month in taxes.

Also, included are graphs and tables from national trends on sewer rates. The national average is now over \$40 per month for medium and large entities. National issues are the same as being experienced in Utah with aging infrastructure, wet weather, and nutrient reduction leading the pressures driving cost increases. Attached are three articles on rate increases that are being experienced nation wide. The article on Polson, Montana is the tip of the iceberg for Region VIII.

Finally, the District has reserve assets at the present time of \$6.2 million in the Public Treasurer's Investment Fund and about \$0.9 million in the checking account. These reserves are available for emergencies and for construction projects. The firm reserves needed for a year of operation is about \$3.5 million. In order to meet future needs, the District will need to either utilize cash flow being used for projects or raise rates. The current cash flow for projects for the past several years is given on a following spreadsheet. The summary of the cash flows is as follows:

<b>Year</b>	<b>Project Cash Flow</b>
2008	<\$2,022,684>
2008	\$2,003,129
2010	\$2,081,468
2011	\$2,679,288
2012	\$2,183,201
2013	\$1,797,754

The estimated project cash flow for 2014 will be similar to 2013 (assuming impact fees are as estimated). The minimum increase needed to maintain the current cash flow is \$2.00 per month. Timing is not critical, however it would be desirable if it occurs in the next three years. The next decision point for rate review will be when nitrogen removal is more defined (estimated to be about 5 years) or when odors cause a public problem or when the West Davis Corridor is built.

CENTRAL DAVIS SEWER DISTRICT  
**Factors Affecting Rates - 2015**

***Rate Increases History***

Prior to 1997	\$12.00 per month
1997 Rate Increase	\$14.00 1st of two increases for Project 6
1999 Rate Increase	\$16.00 2nd Project 6 increase
2007 Collections Incr.	\$18.00 per month - Incr. Collections Maint.

***Collections Rate Deficit***

Annual Revenue Deficit	\$216,000 2014 Estimate
Number of Connections	15,000
Monthly Residential Deficit	\$1.20 per month

***New Cost Centers***

	<i>Annual Amt. Monthly Eq.</i>	
Sodium Hypochlorite		
2015	\$50,000	\$0.28
2016 and Beyond	\$100,000	\$0.56
Alum for P Reduction		
2019 and Beyond	\$210,000	\$1.17

***Major Project Unknowns***

Biosolids Dewatering and Treatment		
Minimum Cost	\$600,000	\$0.25
Maximum Cost	\$3,500,000	\$2.88

***Potential Increase - five years***

Best Case	\$3.17
Worst Case	\$5.80

## NACWA Region 8 Sewer Rates

The following sewer rates for NACWA Members in Region 8 were collected from either phone calls or website information and are based on 8,000 gallons per month per home which is roughly the average in Central Davis Sewer District based on 65 gpd/person/home and 4 persons/home.

### Colorado

Centennial Water and Sanitation District	\$	36.94
City of Aurora	\$	29.28
City of Fort Collins	\$	25.62
City of Greeley	\$	26.67
City of Pueblo	\$	36.68
City of Rifle	\$	73.49
City of Colorado Springs	\$	15.53
City of Fort Lupton	\$	52.58
Littleton/Englewood Wastewater District	\$	20.71
Denver Metro Wastewater Reclamation District	\$	29.44
Platte Canyon Water and Sanitation District	\$	56.22
Pleasant View Water and Sanitation District	\$	24.75

### Utah

Central Davis Sewer District	\$	22.75
Salt Lake City	\$	14.20
Snyderville Basin Water Reclamation District	\$	44.02
Timpanogos Special Service District	\$	38.19

*rates + taxes*

### No Members in North & South Dakota, Montana, and Wyoming

Minimum Charge	\$	14.20
Average Charge	\$	34.19
Maximum Charge	\$	73.49

## CITY COUNCIL AGENDA

For Council Meeting:  
June 16, 2015

**S U B J E C T: Amend FY 2015 Budget and Adopt FY 2016 Budget.**

### **ACTION TO BE CONSIDERED:**

Adopt the enclosed resolution which amends the budget for fiscal year 2015, adopts the 2016 budget with the compensation schedule and the property tax rate for fiscal year ending June 30, 2016.

### **GENERAL INFORMATION:**

See Staff Report prepared by Keith Johnson

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

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: June 10, 2015

Subject: **AMEND FY 2015 BUDGET AND ADOPT FY 2016 BUDGET.**

### RECOMMENDATIONS

Adopt the enclosed resolution which amends the budget for fiscal year 2015, adopts the 2016 budget with the compensation schedule and the property tax rate for fiscal year ending June 30, 2016.

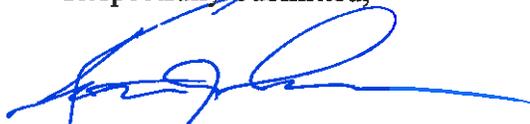
### BACKGROUND

Enclosed you will find the amended budget for FY 2015 and the final proposed budget for FY 2016, which includes the setting of the property tax levy. We have received the proposed certified tax rate from the County and State which is .002226. This is the proposed rate set by the State which the City will accept as the new certified tax rate when it is certified by the state. This is not a tax increase. The rate just for the General Obligation Bonds is .000684 of the .002226 rate.

We have met for several hours in budget work sessions to review and discuss these budgets and have gone over each fund that the City has. Some of the highlights for the FY 2015 budget include increases in sales tax by around 14 % over last year. The General Fund balance will end around \$1,561,000 for FY 2015. This is a decrease of around \$13,000.

For FY 2016, the General Fund balance is projected to end around \$1,484,000. This is a decrease of around \$77,000. The overall operating General Fund expenditures are going up by 7.7% as 3 new employees are added. The City continues to be in good financial condition to meet the ongoing needs and services of the City.

Respectfully Submitted,



Keith Johnson,  
Assistant City Manager

Review and Concur,



Dave Millheim,  
City Manager

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEAR ENDING 6-30-15; ADOPTING A MUNICIPAL BUDGET FOR FISCAL YEAR ENDING 6-30-2016; ADOPTING A COMPENSATION SCHEDULE FOR CITY OFFICIALS AND EMPLOYEES AND ADOPTING A PROPOSED PROPERTY TAX LEVY FOR FISCAL YEAR ENDING 6-30-2016**

**WHEREAS**, upon proper review and consideration, the City Council has held a public hearing concerning amending its FYE 6-30-15 municipal budget, and adopting FYE 6-30-2016 municipal budget;

**WHEREAS**, said public hearing has been held as required by law and pursuant to all legally required notices; and

**WHEREAS**, a public hearing has been held pursuant to all legally required notice to consider the compensation of officers and employees of the City, and the City has considered performance and prevailing market factors affecting compensation levels; and

**WHEREAS**, a public hearing has also been held pursuant to notice to consider the rate of levy for property taxation in the coming fiscal year; and

**WHEREAS**, the City Council has heard and considered all public comment advanced at the aforementioned hearings; and

**WHEREAS**, the attached budgets and compensation schedule, and the proposed tax levy, are hereby found to comport with sound principles of fiscal planning in light of the needs and resources of Farmington City Corporation;

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

**Section 1. FYE 6-30-15 Municipal Budget Amendment.** The attached document entitled "Farmington City Modified Budget FYE 6-30-15", incorporated herein by reference, is hereby adopted.

**Section 2. Municipal Budget Adopted.** The attached document entitled "Farmington City Corporation Approved Budget FYE 6-30-2016", and incorporated herein by reference, is hereby adopted.

**Section 3. Compensation Schedule Adopted.** The monthly compensation paid to the Mayor of Farmington City shall be ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100) and that members of the City Council shall be SIX HUNDRED DOLLARS (\$600.00). The monthly compensation which shall be paid to other officers and employees of the City is shown

on the attached salary schedule dated July 1, 2015, which is incorporated herein by reference.

**Section 4. Proposed Property Tax Levy.** There is hereby proposed a tax levy for all taxable property within Farmington City, a tax at the rate of the "Certified Tax Rate" received from Davis County at the rate of .002226.

**Section 5. Miscellaneous Provisions.**

a. **Severability.** If any 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 provisions, clauses, and words of this Resolution shall be severable.

b. **Titles and Headings.** The titles and headings of this Resolution form no part of the Resolution itself, have no binding or interpretative effect, and shall not alter the legal effect of any part of the Resolution for any reason.

c. **Effective Date.** This Resolution shall become effective immediately upon posting.

d. **Non-codification.** This Resolution shall be effective without codification.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 16TH DAY OF JUNE, 2015.**

**FARMINGTON CITY**

By: \_\_\_\_\_  
H. James Talbot,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Holly Gadd, City Recorder



FARMINGTON CITY CORPORATION BUDGET

GENERAL FUND BALANCE

BUDGET

	Amended Budget	Proposed Amended Budget	Original Budgeted Unrestricted	Restricted Class C	Restricted Liquor Law
Audited Balance	1,574,758	1,574,758	1,574,758	0	17,150
Projected Revenue 6-30-2015	8,181,984	8,043,484	7,547,984	600,000	20,500
Projected Expenditures 6-30-2015	8,195,207	7,964,873	7,883,595	600,000	34,000
Projected Balance 6-30-2015	1,561,535	1,653,369	1,239,147	0	3,650
	Approved Budget	Recommended Budget	Requested Budget		
Budget Revenue 6-30-2015	8,475,300	8,455,300	8,455,300	600,000	20,000
Budget Expenditures 6-30-2015	8,552,344	8,572,344	9,236,744	600,000	18,000
Budget Balance 6-30-2015	1,484,491	1,536,325	871,925	0	5,650

State Required Fund Balance

8,475,300	8,475,300	1,484,491	17.52%
x 25%	x .05		
<u>2,118,825</u>	<u>423,765</u>		

# Farmington City

## Budget Message for Ending Fiscal Year 2015

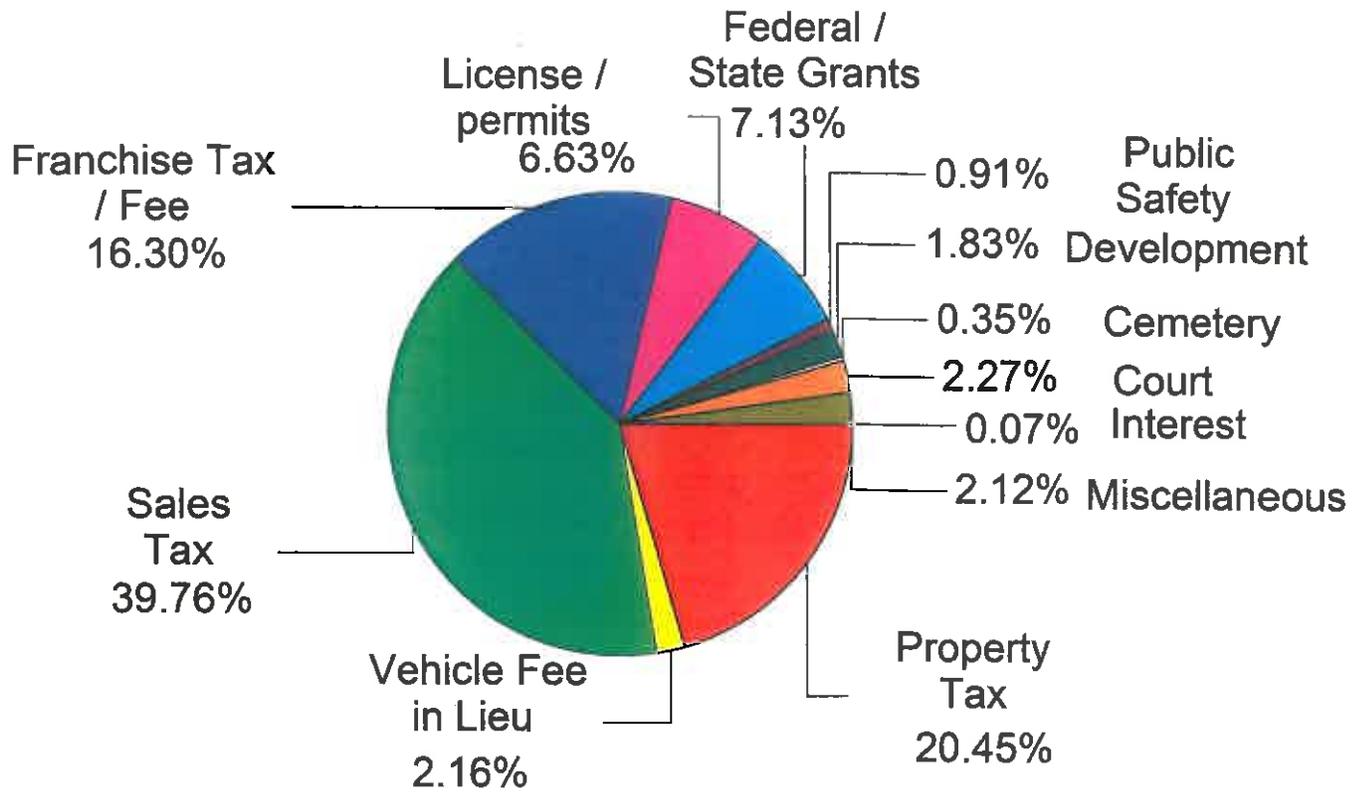
The following are some of the key highlights to end FY 2015:

- The General Fund balance is projected to decrease by around \$26,000 to end around \$1,561,000 or around 18% of revenues, which is about \$300,000 more than what was originally budgeted.
- Sales Tax continues to grow at a higher rate than the State average as Station Park continues to build out. It is budgeted to be around a 14% increase for this year. The announcement of Cabelas coming to Farmington will increase sales tax even more after it opens next year.
- Total revenues are projected to be more than \$652,000 more than what the original budget was set last June. This is mainly due to sales tax increases.
- Total expenditures are increasing by around \$349,000 mainly due to the increase in transfers for West Davis Corridor protection, purchase of brush truck, for the outfitting of the Ladder truck that was purchased and for the Police department in salaries.
- The construction of the gymnasium and the park is to start this month as the G.O. bond and the RAP tax were passed in November with the election. This years budget will reflect some changes in the Park Fund to reflect the starting of the gym and park. Some cleanup and grading has already started in the area. This project will mainly be done in the FY 2016 and 2017 budget years.
- A \$300,000 transfer from the General Fund to the Street Fund for the WDC legal and EIS response.
- The completion of the expansion to the Public Works building and storage facility.
- The Purchase of the Ladder Truck in the Fire Impact fee fund has been added.

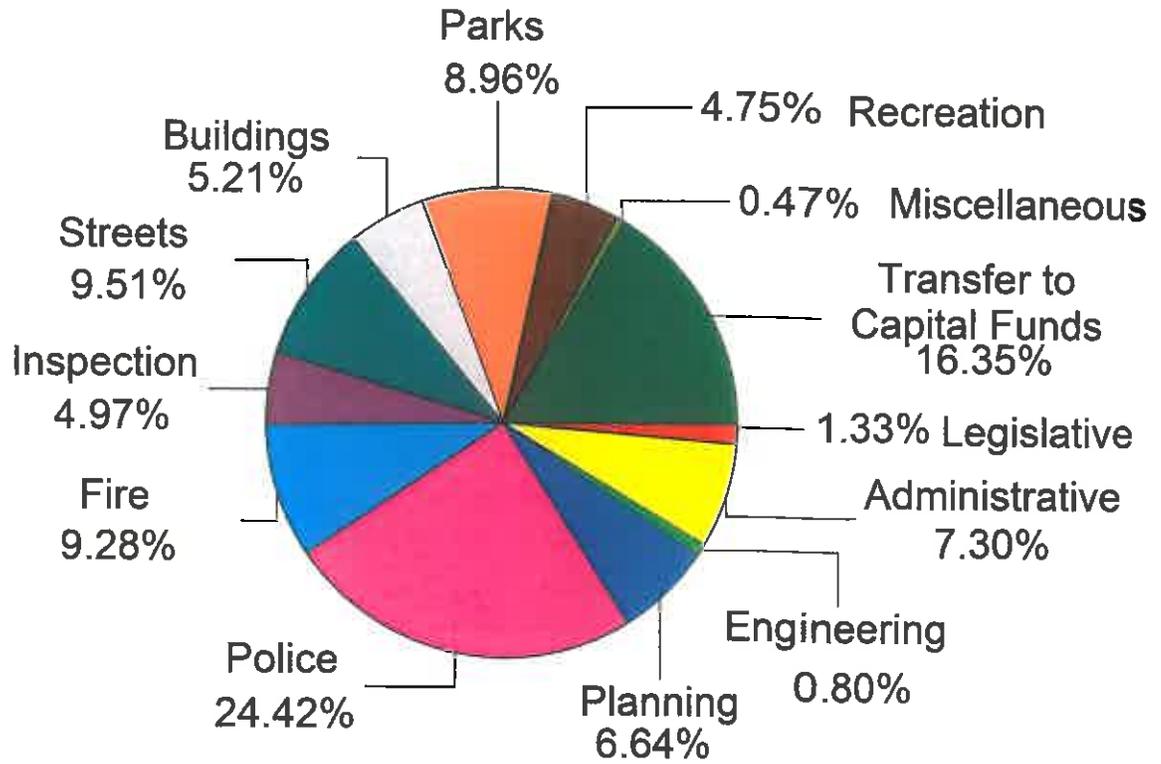
Farmington City  
Amended Budget Fiscal Year Ending 6-30-2015

	Adopted FYE 6-30-15 Budget	Revisions	Amended FYE 6-30-15 Budget
<b>General Fund Revenues:</b>			
Property Tax	1,785,000	15,000	1,800,000
Vehicle Registration Fees	185,000	5,000	190,000
Sales Tax	3,150,000	350,000	3,500,000
Franchise Tax/Fee	1,380,000	30,000	1,410,000
Transient Room Tax	10,000	15,000	25,000
License /permits	518,000	66,000	584,000
Federal /State Grants	620,000	8,000	628,000
Public Safety	75,600	4,600	80,200
Development Fees	80,500	80,600	161,100
Cemetery Fees	24,500	6,500	31,000
Shared Court Revenue	200,000	0	200,000
Interest	5,000	1,600	6,600
Miscellaneous	116,384	66,200	182,584
Contributions & Transfers	0	4,000	4,000
Sub-total	<u>8,149,984</u>	<u>652,500</u>	<u>8,802,484</u>
RDA Loan Pmt	0	0	0
Appropriated Fund Balance	329,611	-302,888	26,723
Total	<u>8,479,595</u>	<u>349,612</u>	<u>8,829,207</u>
<b>General Fund Expenditures:</b>			
Legislative	113,750	4,000	117,750
Administrative	637,809	6,850	644,659
Engineering	69,493	1,104	70,597
Planning / Zoning	574,748	11,888	586,636
Police	2,098,889	56,811	2,155,700
Fire	846,890	-27,366	819,524
Emergency Preparedness	3,500	2,500	6,000
Inspection	414,298	24,752	439,050
Streets	847,329	-7,729	839,600
General Government Buildings	434,016	25,775	459,791
Parks / Cemetery	763,602	27,098	790,700
General Recreation	427,071	-7,371	419,700
Loan to RDA	0	0	0
Miscellaneous	33,200	2,700	35,900
Transfer to Capital Funds	1,215,000	228,600	1,443,600
Sub-total	<u>8,479,595</u>	<u>349,612</u>	<u>8,829,207</u>
Appropriated Fund Balance Increase	0	0	0
Total	<u>8,479,595</u>	<u>349,612</u>	<u>8,829,207</u>

# General Fund Revenues FY 2015



# General Fund Expenditures FY 2015



**Farmington City**  
**Amended Budget Fiscal Year Ending 6-30-2015**

Capital Projects Revenues:

#37	Government Bldg. Improve	80,450	28,000	108,450
#38	Street Improve. & Const.	1,097,000	1,023,200	2,120,200
#39	Capital Equipment	236,100	95,000	331,100
#42	Park Improvement	619,700	6,156,900	6,776,600
#43	Fire Protection	30,180	656,820	687,000
Appropriated Fund Balance		0	0	0
Total		<u>2,063,430</u>	<u>7,959,920</u>	<u>10,023,350</u>

Capital Projects Expenditures:

#37	Government Bldg. Improve	80,000	-10,000	70,000
#38	Street Improve. & Const.	1,144,711	280,489	1,425,200
#39	Capital Equipment	222,700	108,300	331,000
#42	Park Improvement	287,316	1,651,500	1,938,816
#43	Fire Protection	0	1,029,000	1,029,000
Appropriated Fund Balance Increase		328,703	4,900,631	5,229,334
Total		<u>2,063,430</u>	<u>7,959,920</u>	<u>10,023,350</u>

Debt. Service Revenues:

#31	Sales Tax Bond for Police Bldg	40,600	-100	40,500
#32	Sales Tax Bond Str/Comm C/Water	106,876	-8,526	98,350
#33	L S GO Bond	232,200	-100	232,100
#34	PS GO Bonds	416,300	4,100	420,400
#83	S I D 2003	12,300	4,800	17,100
Appropriated Fund Balance		67,274	4,826	72,100
Total		<u>875,550</u>	<u>5,000</u>	<u>880,550</u>

Debt. Service Expenditures:

#31	Sales Tax Bond for Police Bldg	77,000	0	77,000
#32	Sales Tax Bond	110,750	3,000	113,750
#33	L S GO Bond	232,200	0	232,200
#34	PS GO Bonds	416,000	2,000	418,000
#83	S I D 2003	39,600	0	39,600
Appropriated Fund Balance Increase		0	0	0
Total		<u>875,550</u>	<u>5,000</u>	<u>880,550</u>

Farmington City  
Amended Budget Fiscal Year Ending 6-30-2015

Enterprise Funds Revenues

Water	1,861,000	83,000	1,944,000
Water Development	391,425	88,575	480,000
Sewer	1,457,000	15,000	1,472,000
Garbage	1,187,000	14,500	1,201,500
Storm Water	1,130,929	260,709	1,391,638
Recreation	875,771	22,729	898,500
Ambulance Service	279,500	-20,500	259,000
Special Events programs	79,950	22,400	102,350
Appropriated Fund Balance	2,834,833	-1,369,841	1,464,992
<b>Total</b>	<b>10,097,408</b>	<b>-883,428</b>	<b>9,213,980</b>

Enterprise Funds Expenditures:

Water	2,606,251	228,934	2,835,185
Water Development	1,510,000	-1,360,000	150,000
Sewer	1,472,574	59,950	1,532,524
Garbage	1,291,648	8,313	1,299,961
Storm Water	1,865,340	158,860	2,024,200
Recreation	891,421	-3,721	887,700
Ambulance Service	379,814	-13,814	366,000
Special Events programs	80,360	38,050	118,410
Appropriated Fund Balance	0	0	0
Increase		0	0
<b>Total</b>	<b>10,097,408</b>	<b>-883,428</b>	<b>9,213,980</b>

Fiduciary Funds:

Cemetery Perpetual Care Revenue	10,000	-1,000	9,000
Cemetery Perpetual Care Expend	1,000	600	1,600
Appropriated Fund Balance Increase	9,000	-1,600	7,400

## Budget Message for Fiscal Year 2016.

The following are some of the key highlights for the FY 2016 budget:

- No tax increase. (Property taxes will go up associated to the new G.O. Bond for the gym and Park)
- The General Fund Balance will decrease by around \$77,000 to \$1,484,000. Which still leaves a 17.5% fund balance compared to revenues and leaves a good fund balance for future years.
- Management is recommending adding 1 new Police Officer, an Engineer in training, and a Recreation Coordinator position in the General Fund. It is recommended to add 1 full time employee to water and storm drain funds.
- Increasing part time fire hourly wages by 15 to 22.5%.
- The overall operational expenditures in the General Fund are going up by less than 8%. Department Heads have kept their budgets about the same as previous years with only personnel costs and some maintenance and supplies going up.
- A couple of major pieces of equipment are being purchased out of the General Fund, a 16' mower for Parks and it is recommended that they be leased over a 3 to 4 year period. With Police, the recommendation is to purchase 1 new vehicle and lease 3 additional vehicles for 4 years for patrol only.
- The major project facing the City is the construction of the gymnasium and the park. This project will be ongoing for the next couple of years.
- The Water Fund new projects will consist of some new water lines being put in, drilling of a new well and the building of a new water tank.
- The Storm Drain Fund will have some major projects that will include operational and impact fee monies.
- Benefit costs are not rising much with the state retirement not changing and medical insurance only going up by 3.5%, which is the lowest increase we have had in many years.
- Salary increases are consistent and around market levels.
- Sewer rates will increase by \$2.00 / month from the Sewer District.

The City is seeing positive growth in sales tax and in containing the growth of expenditures. As such the City continues to be in fairly good financial condition to continue to meet the ongoing needs and services of the City.

**FARMINGTON CITY CORPORATION**  
**Tentative Budget**  
**Fiscal Year Ending 6-30-2016**

<u>General Fund Revenues:</u>	<u>Proposed Budget</u>
Property Tax	1,820,000
Registered Vehicle Fees	185,000
Sales Tax	3,700,000
Franchise Tax/Fee	1,405,000
Transient Room Tax	25,000
License /permits	527,000
Federal /State Grants	620,000
Public Safety	86,800
Development Fees	97,000
Cemetery Fees	25,000
Shared Court Revenue	150,000
Interest	6,000
Miscellaneous	148,500
Economic Development	300,000
Sub-total	9,095,300
Transfer from other funds	0
Appropriated Fund Balance	75,044
Total Revenue	9,170,344
<u>General Fund Expenditures:</u>	
Legislative	121,750
Administrative	682,722
Engineering	144,701
Planning / Zoning	604,573
Police	2,229,467
Fire	986,877
Emergency Preparedness	3,500
Inspection	426,412
Streets	903,967
General Government Buildings	505,652
Parks / Cemetery	851,760
General Recreation	462,663
Economic Development	300,000
Miscellaneous	34,000
Transfer to Capital Funds	912,300
Sub-total	9,170,344
Fund Balance increase	0
Total Expenditures	9,170,344

# FY 2016 Approved Budget Requests

	Requested	Cuts made - Savings
<b>Planning and Building</b>		
Full Time Storm Water official	60,000.00	
Move position to Storm Drain Fund	-60,000.00	
4 computers	3,500.00	900.00
Printer and Misc	1,000.00	
Tablet	600.00	
Business Park study	20,000.00	20,000.00
Software bldg permit	4,000.00	4,000.00
<b>Police</b>		
Full Time Police Officer in Sept	55,000.00	
Full Time Police Officer in March	18,000.00	18,000.00
3 vests	2,400.00	
5 tasers	5,000.00	
3 computers	3,000.00	
2 pepperball guns	1,200.00	1,200.00
Gym Equipment	1,100.00	1,100.00
1 purchase vehicle	31,000.00	
3 vehicle (lease) additional	23,000.00	
Set up charges	4,500.00	
vehicle camera	5,000.00	
2 handheld radios	3,200.00	3,200.00
3 car radios	5,700.00	
Storage Shed	4,500.00	
Video upgrade	5,500.00	
Detective Cubicles	7,500.00	
Camera upgrade on bldg	2,200.00	2,200.00
EV shelving	5,500.00	5,500.00
Ice Maker	2,000.00	2,000.00
<b>Fire</b>		
Increase PT Pay	120,000.00	30,000.00 75%
Full Time Engineer	70,000.00	70,000.00
2 Computers	2,000.00	
Laptop	1,000.00	
Knox Box	2,000.00	
Brush truck	100,000.00	100,000.00 FY 15
Parking Lot repairs - Cement work	3,400.00	
Overlay Parking lot	14,800.00	14,800.00
Exterior Lighting	3,000.00	
Refinish Bay floors	1,800.00	
<b>Admin</b>		
5 computers	4,000.00	2,000.00
Microsoft Office software	4,000.00	
Server	14,000.00	
WDC Environmental	100,000.00	

# FY 2016 Approved Budget Requests

	Requested	Cuts made - Savings	
<b>Public Works</b>			
2 computers	2,000.00		
F250 pickup replacement	36,000.00	36,000.00	
F150 pickup replacement	33,000.00		
1 ton flat bed w/plow and sander	47,000.00	47,000.00	
Loader 65%	40,000.00		
Part of Loader from Water and Storm Drain	-14,000.00		
Christmas Decorations	10,000.00		
Signal at Grandview and Station Parkway	152,000.00	152,000.00	Impact Fees
All Data	1,500.00		
Misc Tools	2,500.00	1,500.00	
Copier	5,500.00		
l works	2,500.00		
Tire Racks	1,000.00		
Heavy duty dolly	1,400.00		
Slurry seal parking lot	8,000.00		
<b>Parks and Rec</b>			
Full Time Rec Coordinator January	22,000.00		
Toro riding mower 16 ft	94,000.00	59,000.00	Lease
F150 pickup for on call	33,000.00	33,000.00	
F350 pickup w / bed	47,000.00		
Trail Improvements	10,000.00		
Farmington Ranches Trail	25,000.00	25,000.00	
Tennis court fencing	20,000.00	20,000.00	
Playground	60,000.00	60,000.00	
Festival Days Booth	2,100.00		
2 computers	2,000.00		
Slides at Swimming Pool	60,000.00		
<b>Engineering</b>			
Full Time Engineer in training 60%	50,000.00		
Part of Salary out of Water and Storm Drian		0.00	
<b>Totals</b>	<b>1,407,900.00</b>	<b>708,400.00</b>	<b>699,500.00</b>

# FY 2016 Approved Budget Requests

	Requested	Cuts made - Savings
<b>Water Fund</b>		
Full Time employee	60,000.00	
Move Part Time Reader to Full Time	43,000.00	43,000.00
1 Seasonal employee	12,000.00	
Locator	5,000.00	
Telemetry system	70,000.00	
Vac Trailer (\$140,000) split with Storm Drain	70,000.00	
Backhoe	7,000.00	
Trackhoe	7,000.00	
<b>Projects</b>		
Cleaning Water Tanks	20,000.00	
1470 S Waterline replacement	250,000.00	
Misc Construction	50,000.00	
<b>Storm Drain Fund</b>		
Full Time employee	60,000.00	
Backhoe	7,000.00	
Vac Trailer (\$140,000) split with Water	70,000.00	

# Personnel Changes FY 2016

## 1. Staffing Changes

	<u>Requested</u>	<u>Recommended</u>
<b>Engineering Dept.</b>		
1 full time employee (60% water, storm drain 40%)	60,000	60,000
<b>Planning &amp; Zoning</b>		
1 full time employee (Storm water applications) Moved to Storm Drain Fund.	60,000	0 60,000
<b>Police Dept.</b>		
1 full time employee starting in Sept 2015	55,000	55,000
1 full time employee starting in March 2016	18,000	0
<b>Fire Dept.</b>		
Increase Part Time Fire Fighters pay	120,000	90,000
Full time Engineer	70,000	0
<b>Parks and Recreation Dept.</b>		
1 Full time employee starting in January 2016	22,000	22,000
<b>Water Dept.</b>		
1 full time employee	60,000	60,000
Move Part Time Reader to full time	43,000	0
1 Seasonal Employee	12,000	12,000
<b>Totals</b>	<u>520,000</u>	<u>359,000</u>

## 2. Benefit Increases

<b>State Retirement</b>		
NO Changes		
<b>Medical Insurance</b>		
PEHP 3.5% increase	22,000	22,000
Dental Insurance 3.5 % Increase	1,500	1,500
<b>Totals</b>	<u>23,500</u>	<u>23,500</u>

## 3. Salary Increases

5 % overall increase	173,000	173,000
<b>Totals</b>	<u>173,000</u>	<u>173,000</u>

## Out of State Travel

	<u>Requested</u>	<u>Recommended</u>
<b>Planning &amp; Zoning</b>		
Dave Petersen National APA Conf. - Arizona	2,500	2,500
Ken Klinker National Storm Drain Conference - Texas	1,500	1,500
<b>Inspection</b>		
Eric Miller ICC Conf. - Long Beach CA	2,000	2,000
<b>Fire Dept</b>		
2 Fireman Wildland Urban Conf. - Reno	1,500	1,500
3 Fireman Conf. - Wendover	1,500	1,500
Guido Smith Fire Chiefs Conf. - Boise ID.	1,000	1,000
<b>Administration</b>		
Dave Millheim ICMA Conference - Seattle	2,000	2,000



View Data Entry Reports Forms Administration

County 06\_DAVIS Entity 3050\_FARMINGTON Tax Year 2015

**Tax Rate Summary (693) CTY Preliminary Data**

Proposed Rates set by Entity: 1,369,431,958  
 Proposed Rates Approved by County: 1,284,863,314  
 Proposed Rates Approved by State OK to Print: 84,568,644  
 Rates Finalized: 0

with in taxation  
 Certified Tax Rate Value Adjustments

	Current	Prior Year End	CY - PYE	% Change	Certified Tax Rate Value Adjustments	Value Adj
Real	1,369,431,958	1,284,863,314	84,568,644	6.58%	BOE Adjustment	11,307,400
Personal*	48,731,499	42,029,803	6,701,696	15.95%	CY Value Adj by BOE	1,214,491,308
Central	39,173,357	32,993,819	6,179,538	18.73%	5 Year Avg Coll Rate CY/PYE	95.26 / 94.89
<b>Total Value</b>	<b>1,457,336,814</b>	<b>1,359,886,936</b>	<b>97,449,878</b>	<b>7.17%</b>	<b>Proposed Tax Rate Value</b>	<b>1,156,924,420</b>
CDRA RICA	223,795,765	209,005,029	14,790,736	7.08%		Annex Adj
CDRA Personal†	7,742,341	3,929,568	3,812,773	97.03%	<b>New Growth: Calculated</b>	57,165,033
Total CDRA	231,538,106	212,934,597	18,603,509	8.74%	5 Year Avg Coll Rate CY	95.26
Semiconductor*	0	0	0	0.00%	<b>New Growth: CTR Calculation</b>	Accounting Period
<b>Total Value-CDRA-SCME</b>	<b>1,226,798,708</b>	<b>1,146,952,339</b>	<b>78,846,369</b>	<b>6.87%</b>	<b>Certified Tax Rate Value</b>	<b>1,102,469,010</b>
* "Personal" and "CDRA Pers" show Year-End values only and are one year earlier than Real and Centrally Assessed values.						

NOTES

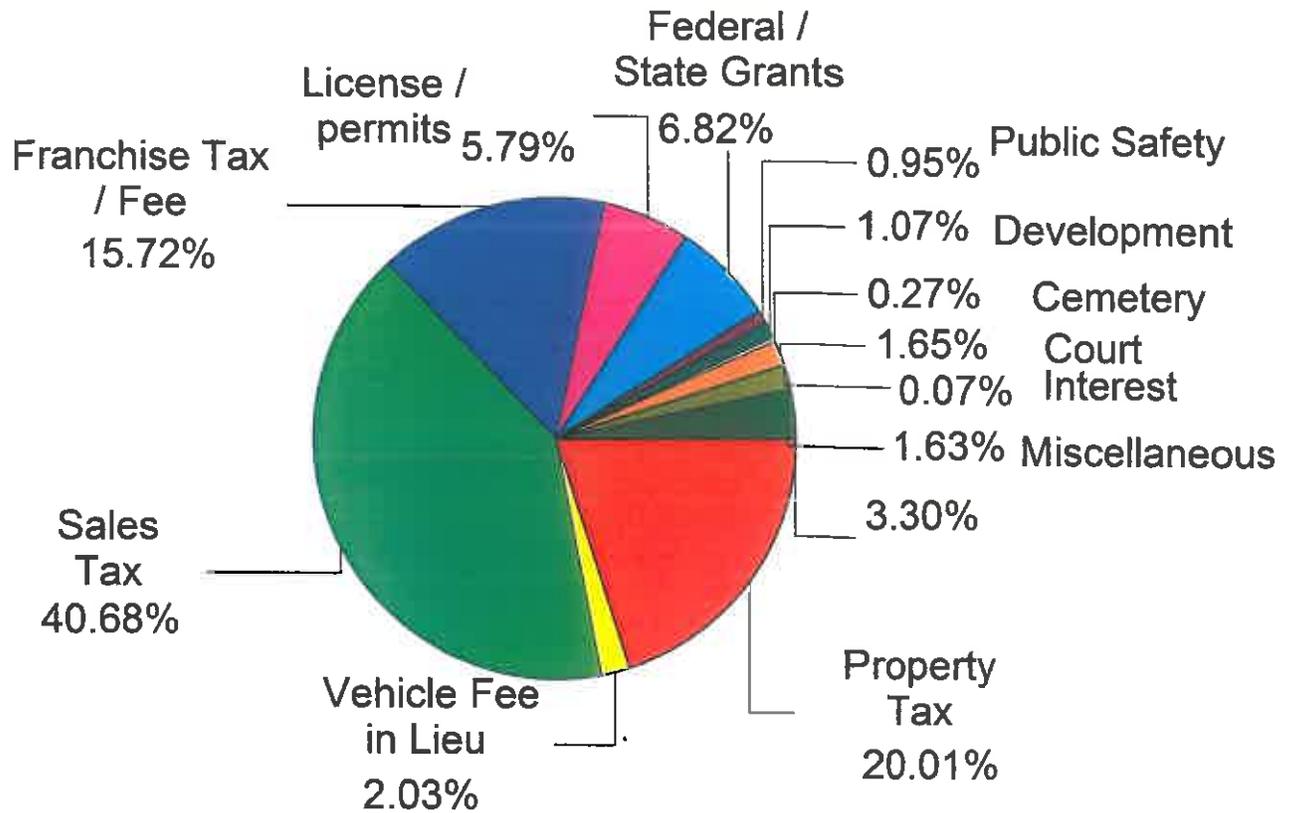
6/9/15 law--fixed rate bond #34 = .000374; variable rate 2003 series \$197,600 and bond #35 \$161,784 \$359,385/1,156,924,420 = .000310 for a combined rate of .000684  
 6/3/14 jcl - fixed rate bond #34 = .000374; variable rate 2003 series \$231,200 / 1,096,779,613 = .000210 for a total rate of .000584

Budget Code	Budget Name	Date of Election	Rate Limit	Code from Utah Annotated	Maximum By Law	Calculated Certified Tax Rate	Auditor's Certified Tax Rate	Proposed Tax Rate	Auditor's Certified Rate Revenue	Requested Revenue
10	General Operations			\$10-6-133	.007	0.001542	0.001542	0.000000	1,783,977	791,336
20	Interest and Sinking Fund/Bond			\$17-12-1	Sufficient	0.000000	0.000684	0.000684	791,336	791,336
190	Discharge of Judgement			\$59-2-1328 & 1330	Sufficient	0.000000	0.000000	0.000000	0	0
Total Tax Rate C										
						0.001542	0.002226	0.000684	2,575,313	791,336

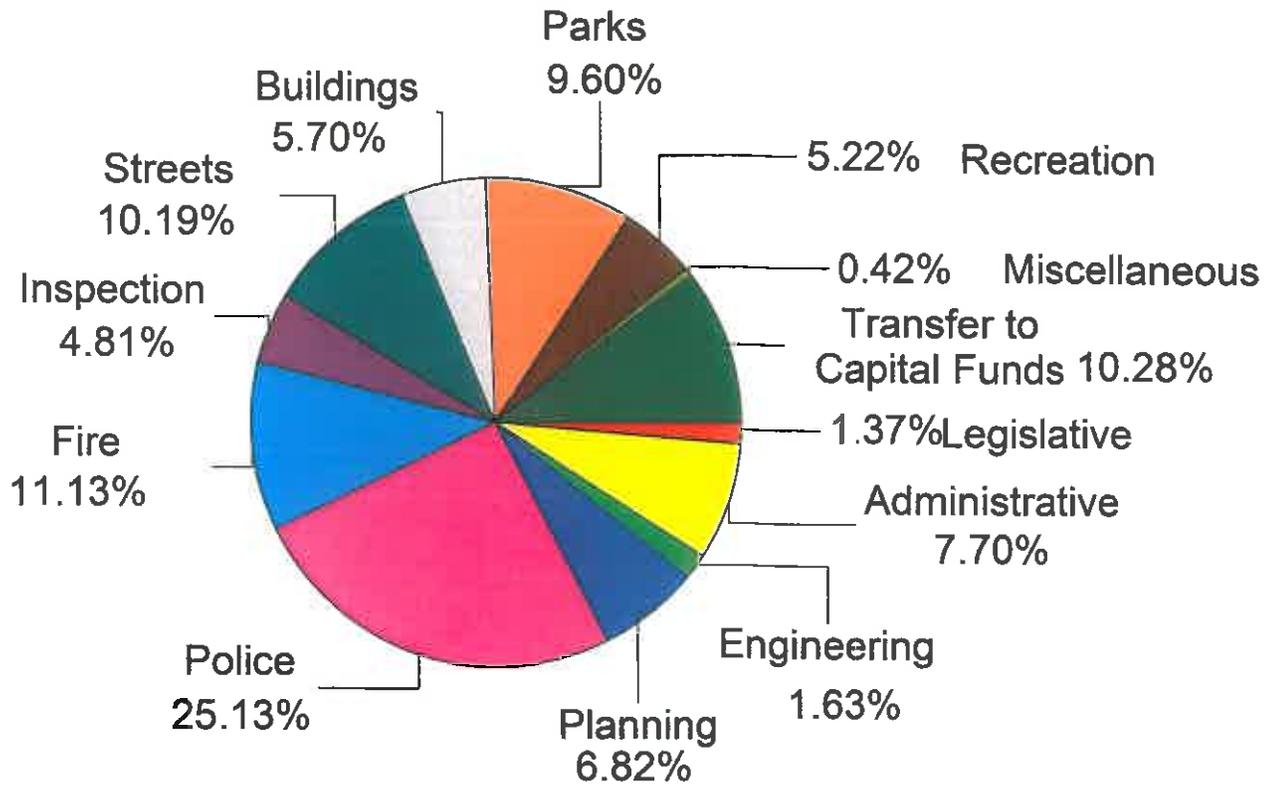
Sales Tax

		Total Direct Sales	Total Received	
FY	1995		909,296	
FY	1996		987,703	8.62%
FY	1997		1,017,434	3.01%
FY	1998		1,048,133	3.02%
FY	1999		1,119,604	6.82%
FY	2000		1,224,412	9.36%
FY	2001		1,252,080	2.26%
FY	2002		1,375,352	9.85%
FY	2003		1,179,770	-14.22%
FY	2004	794,403	1,283,013	8.75%
FY	2005	761,034	1,342,693	4.65%
FY	2006	859,922	1,576,348	17.40%
FY	2007	1,021,994	1,870,311	18.65%
FY	2008	1,240,651	2,064,307	10.37%
FY	2009	1,150,529	1,916,700	-7.15%
FY	2010	1,089,083	1,802,477	-5.96%
FY	2011	1,302,961	1,970,478	9.32%
FY	2012	1,854,815	2,380,246	20.80%
FY	2013	2,042,377	2,581,678	8.46%
FY	2014	2,663,647	3,087,473	19.59%
FY	2015		3,500,000	13.36%
FY	2016		3,700,000	5.71%

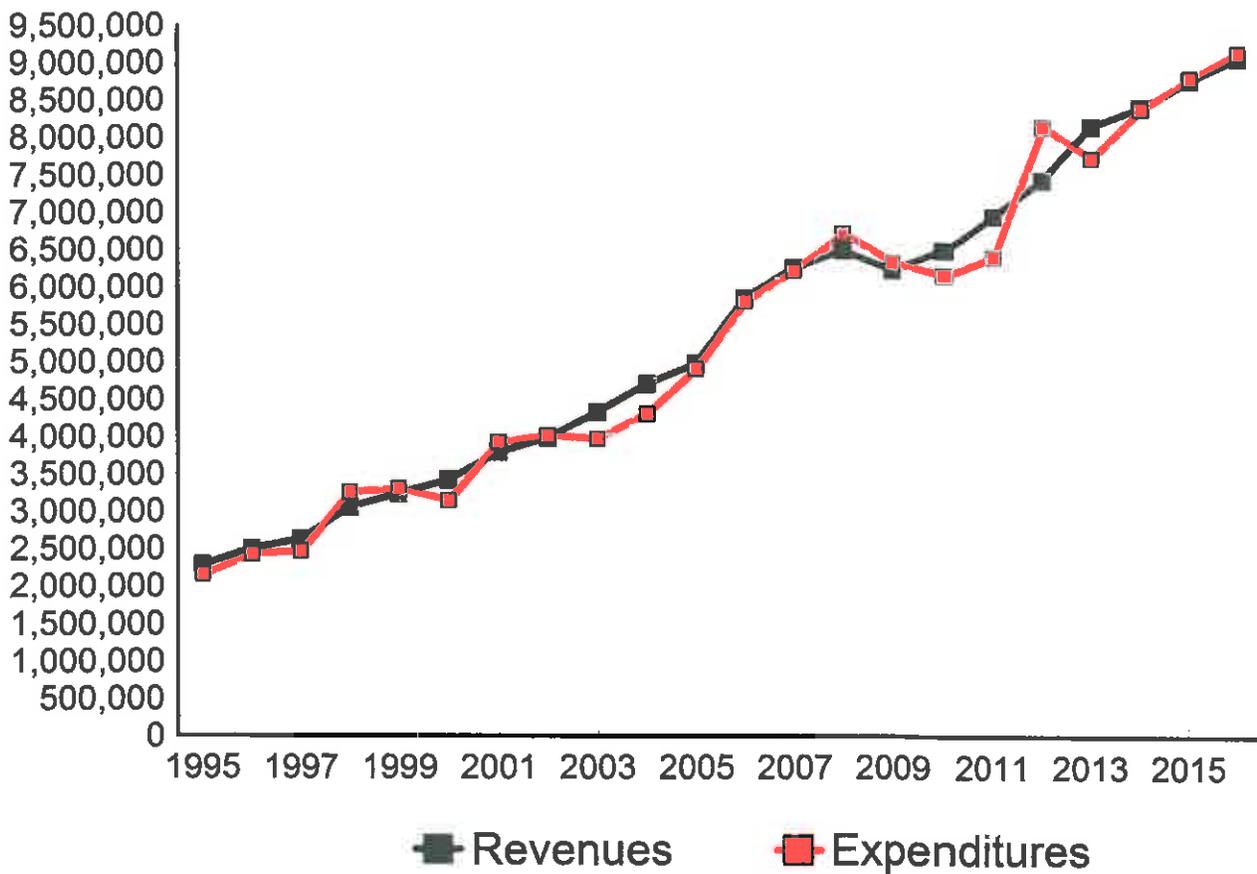
# General Fund Revenues FY 2016



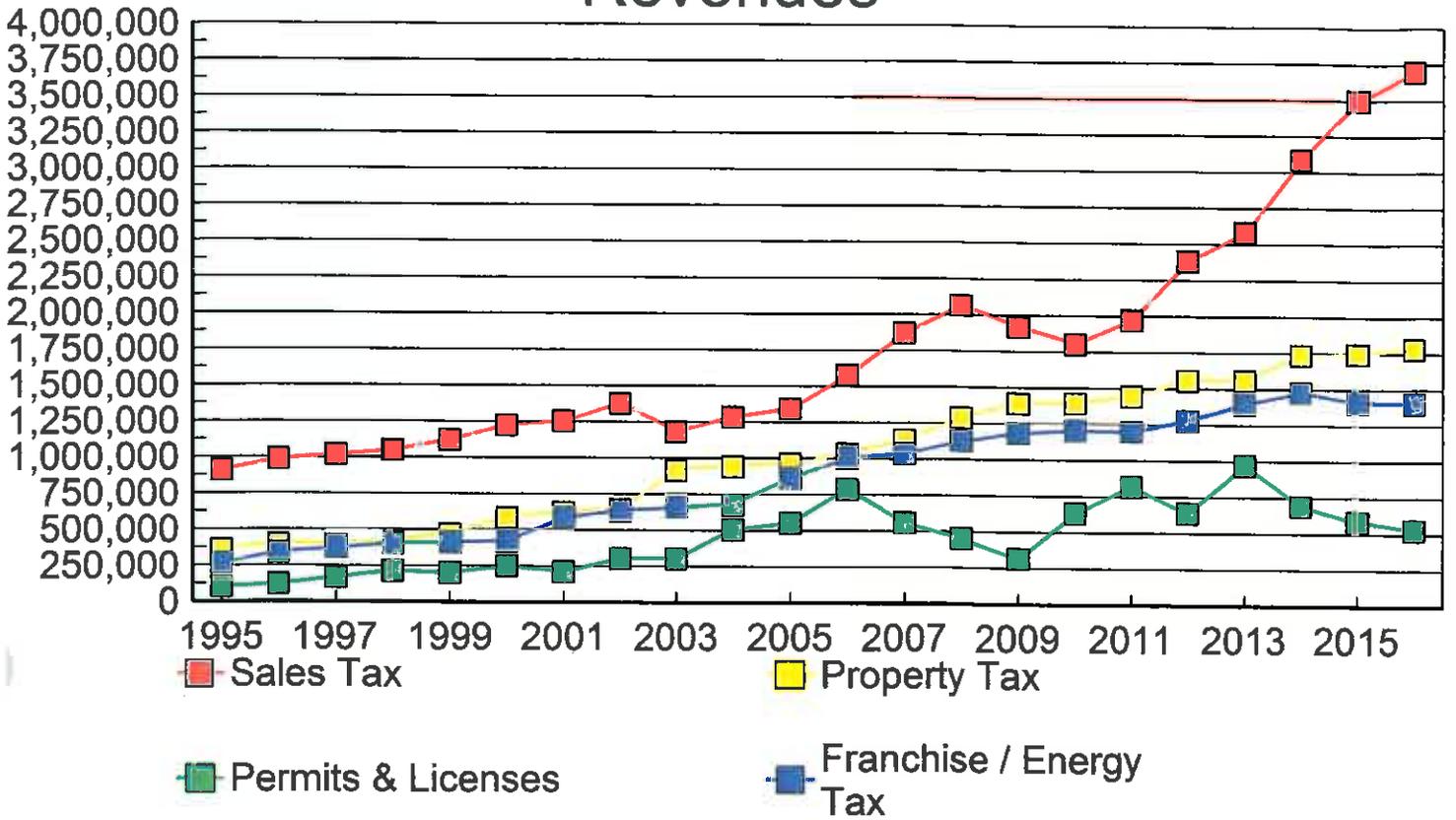
# General Fund Expenditures FY 2016



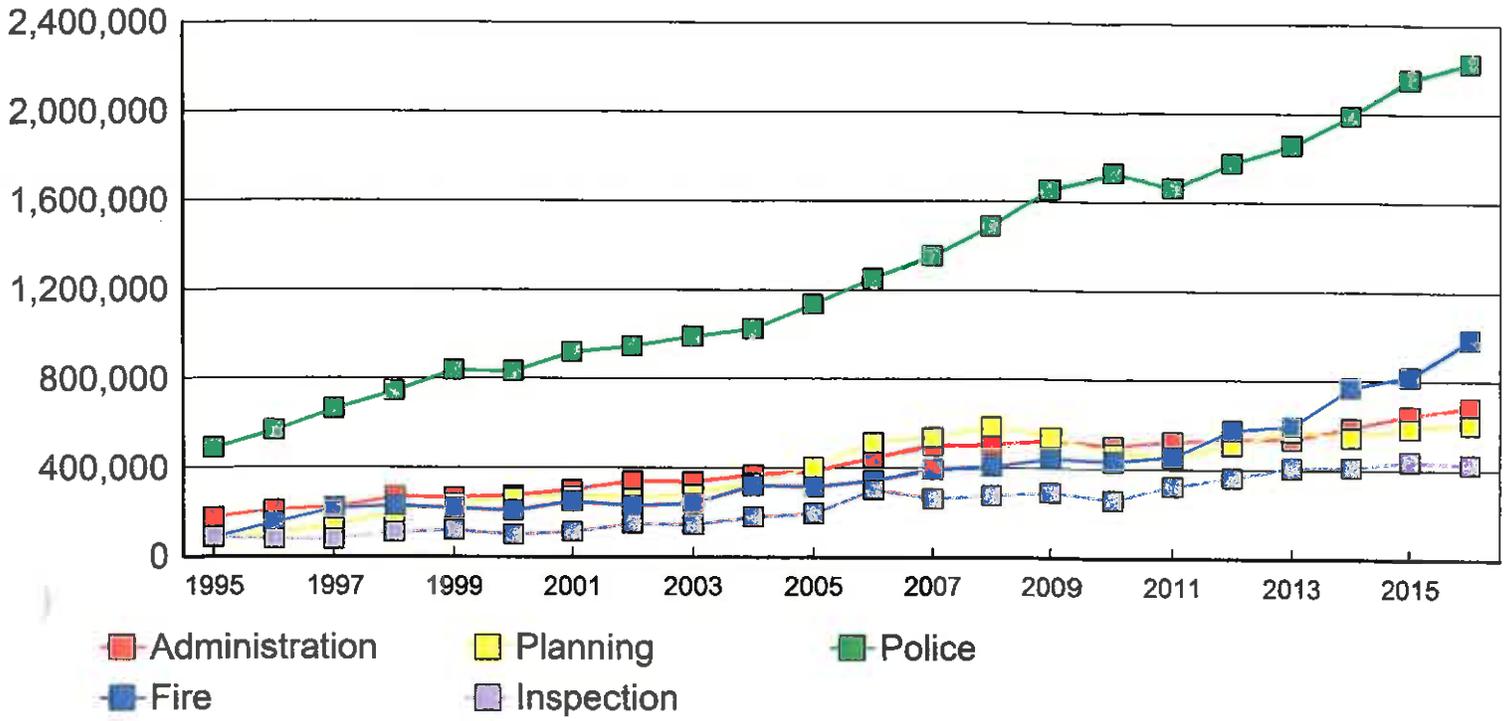
## General Fund Revenues and Expenditures



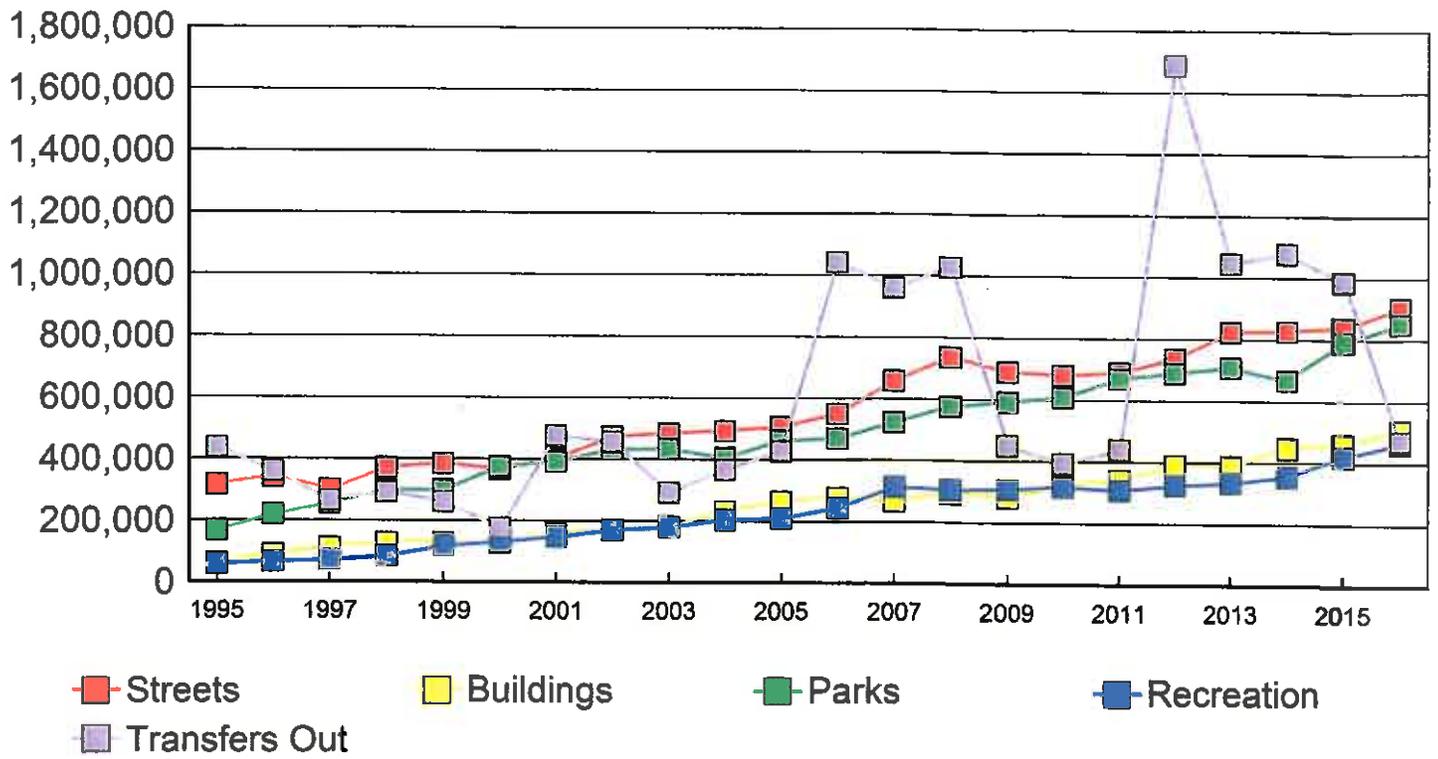
# Revenues

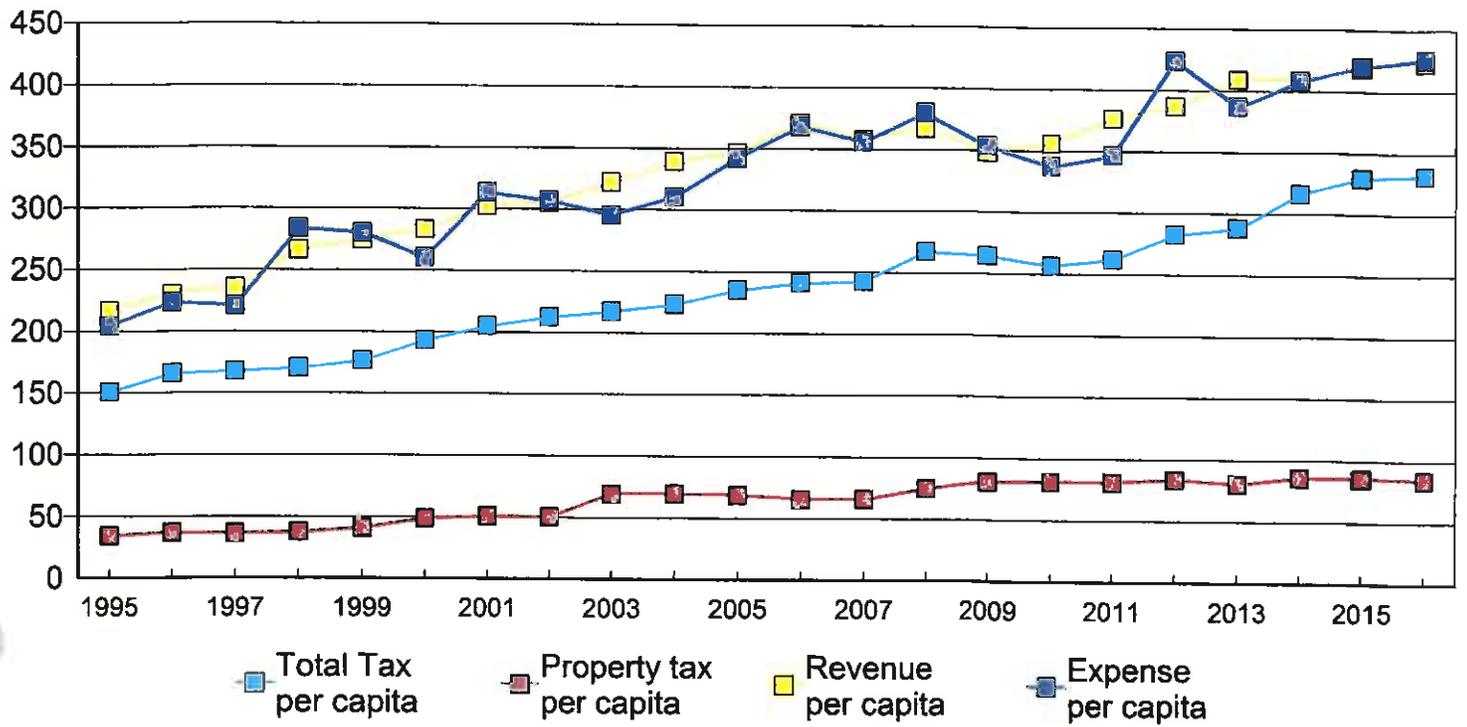


# Expenditures



## Expenditures





# Police Impact Fees Fund #37

FY 15

## Resources

Estimated Police Impact Fees	85,000	
Interest	700	
Total Impact Fees		85,700

## Expenditures

Bond Payment	77,000	
Balance 6-30-15		<u>176,697</u>

FY 16

## Resources

Estimated Police Impact Fees	29,000	
Interest	700	
Total Impact Fees		29,700

## Expenditures

Bond Payment	80,000	
Balance 6-30-16		<u>126,397</u>

# Transportation Impact Fees

## Fund #38

Impact Fee Balance 6-30-14

671,983

FY 15

### Revenues

Impact Fees	910,000
Interest	3,000

### Expenditures

Bond Payment - for Signal @Clark & Park	36,000
Park Ln Realignment	175,000
Developer Reimbursement	50,000
Professional / Technical - Park Lane	23,000
Land Acquisition / ROW	4,200
Total Expenditures	<u>288,200</u>

Impact Fee Balance 6-30-15

1,296,783

FY 16

### Revenues

Impact Fees	259,035
Interest	2,000

### Expenditures

Signal @1525 W Shepard	150,000
Park Ln Realignment (landscape roundabout)	100,000
Developer Reimbursement	0
1100 W Culvert / Road	125,000
Signal @ Station Parkway	152,000
Total Expenditures	<u>527,000</u>

Impact Fee Balance 6-30-16

1,028,818

**Farmington City  
Class C Road Funds  
2015 BUDGET**

	<u>Revenues</u>	<u>Expenditures</u>	<u>Balance</u>
Balance as of June 30 2014			-0.00
<b>Revenues:</b>			
09/30/14	56,858.18		
11/30/14	125,831.59		
01/30/15	94,965.11		
03/31/15	104,936.89		
05/31/15	107,841.31		
06/30/15	110,000.00		
Interest	-300.00		
Total Revenue	600,133.08		600,133.08
<b>Expenditures:</b>			
10600370 professional & tech.		2,000.00	
10600390 tree trimming		18,000.00	
10600441 snow removal		13,000.00	
10600460 special hwy supplies		45,000.00	
10600530 street improvements		60,000.00	
Fund 38 Street Projects		457,000.00	
Fund 39 Equipment		0.00	
Total Expenditure		595,000.00	5,133.08
Ending Balance			<u>5,133.08</u>

**2016 BUDGET**

	<u>Revenues</u>	<u>Expenditures</u>	<u>Balance</u>
Balance as of June 30 2015			5,133.08
<b>Revenues:</b>			
09/30/12	56,858.18		
11/30/12	125,831.59		
01/30/13	94,965.11		
03/31/13	98,000.00		
05/31/13	115,000.00		
06/30/13	110,000.00		
Interest	-300.00		
Total Revenue	600,354.88		605,487.96
<b>Expenditures:</b>			
10600370 professional & tech.		2,000.00	
10600390 tree trimming		18,000.00	
10600441 snow removal		40,000.00	
10600460 special hwy supplies		45,000.00	
10600530 street improvements		60,000.00	
Fund 38 Street Projects		441,178.00	
Fund 39 Equipment		0.00	
Total Expenditure		606,178.00	-690.04
Ending Balance			<u>-690.04</u>

# Park Improvement Capital

FY 15

## Resources

Estimated Impact Fees	560,000
Bond Proceeds	0
Sale of Real Estate	0
Interest	3,000

Total Revenues 563,000

## Expenditures - Estimated Amounts

Bond Payment	189,216
Misc Trail Improvements	10,000
Park Improvements	0
Impact Fee study	10,000

Total Expenditures 209,216

Estimated Balance - Impact Fee 6-30-2015 353,784

FY 16

## Resources

Estimated Impact Fees	700,000
Bond Proceeds	0
Sale of Real Estate	0
Interest	3,000

Total Revenues 703,000

## Expenditures - Estimated Amounts

Bond Payment	189,216
Misc Trail Improvements	10,000
Park Improvements	0
Impact Fee study	5,000

Total Expenditures 204,216

Estimated Balance - Impact Fee 6-30-2016 852,568

# Park Capital Projects

## General Fund and Park and Gym

FY 15

### Resources

General Fund Transfer	54,600
Bond Proceeds	6,087,000
Contributions	22,000
Interest	1,000

Total Revenues 6,164,600

### Expenditures - Estimated Amounts

Trails Committee projects	3,000
Misc Trail Improvements	45,000
Festival Days Booths	2,100
Fobush Park	2,000
South Park	5,500
1100 W Park	175,000
Bond Issuance Costs	65,000
650 W City Work	80,000
650 W Professional Work	50,000
650 W Architecture	500,000
650 W Contractor	200,000
650 W Park	400,000
Gym	200,000

Total Expenditures 1,727,600

Estimated Balance - Capital 6-30-2015 4,437,000

FY 16

### Resources

General Fund Transfer	12,100
Bond Proceeds	3,500,000
Contributions	0
Interest	1,000

Total Revenues 3,513,100

### Expenditures - Estimated Amounts

Trails Committee projects	2,000
Misc Trail Improvements	10,000
Festival Days Booths	2,100
Fobush Park	0
South Park	0
1100 W Park	100,000
Bond Issuance Costs	30,000
650 W City Work	200,000
650 W Professional Work	20,000
650 W Architecture	200,000
650 W Contractor	200,000
650 W Park	1,000,000
Gym	6,000,000

Total Expenditures 7,764,100

Estimated Balance - Capital 6-30-2016 186,000

Fire Impact Fees  
Fund #43

Fire Facilities Impact Fees

FY 10 Balance	<u>75,241.28</u>
FY 11 Revenues	96,368.00
FY 11 Fire Facilities Balance	<u>171,609.28</u>
FY 12 Revenues	46,194.00
FY 12 Fire Facilities Balance	<u>217,803.28</u>
FY 13 Revenues	65,891.87
FY 13 Fire Facilities Balance	<u>283,695.15</u>
FY 14 Revenues	32,407.90
FY 14 Fire Facilities Balance	<u>316,103.05</u>
FY 15 Revenues	45,000.00
FY 15 Fire Facilities Balance	<u>361,103.05</u>
FY 16 Revenues	16,680.00
Build storage facility @ Public Works	160,000.00
FY 16 Fire Facilities Balance	<u>217,783.05</u>

Fire Equipment Impact Fees

FY 10 Balance	0.00
FY 11 Revenues	259,404.00
FY 11 Fire Equipment Balance	<u>259,404.00</u>
FY 12 Revenues	140,517.00
FY 12 Fire Equipment Balance	<u>399,921.00</u>
FY 13 Revenues	93,408.67
FY 13 Fire Equipment Balance	<u>493,329.67</u>
FY 14 Revenues	69,585.81
FY 14 Fire Equipment Balance	<u>562,915.48</u>
FY 15 Revenues	140,000.00
Purchased Ladder truck	500,000.00
Lease Pmt	29,000.00
FY 15 Fire Equipment Balance	<u>173,915.48</u>
FY 16 Revenues	10,000.00
Lease Pmt	57,388.00
FY 16 Fire Equipment Balance	<u>126,527.48</u>

# Farmington City

## Water

10-Jun-2015

### Operations

	2011-2012		2012-2013		2013-2014		Budget 2014-2015		Budget 2015-2016	
Beg. Balance	461,355.10		1,014,334.00		1,379,968.90		1,110,934.55		704,749.55	
Revenues										
Interest	5,830.88		8,875.55		6,143.11		4,000.00		4,000.00	
<b>Enterprise Revenue</b>	<b>1,745,199.71</b>	<b>4%</b>	<b>1,809,267.71</b>	<b>1%</b>	<b>1,831,802.37</b>	<b>5%</b>	<b>1,925,000.00</b>	<b>1%</b>	<b>1,935,000.00</b>	
Insurance Proceeds										
Revenue Bond Proceeds	0.00		0.00		0.00		0.00		0.00	
Misc.	15,063.98		29,438.96		17,847.10		15,000.00		15,000.00	
<b>Total Revenue</b>	<b>1,766,094.57</b>		<b>1,847,582.22</b>		<b>1,855,792.58</b>		<b>1,944,000.00</b>		<b>1,954,000.00</b>	
Expenditures										
<b>Operations</b>	<b>1,489,529.80</b>	<b>9%</b>	<b>1,622,248.52</b>	<b>8%</b>	<b>1,750,390.66</b>	<b>10%</b>	<b>1,924,935.00</b>	<b>4%</b>	<b>1,998,116.00</b>	
Non-Operating	38,469.29		82,448.77		185,780.88		191,000.00		159,000.00	
Floridaion										
Other Line replacements	2,051.20				13,457.75		258,000.00		250,000.00	
Lucky Star Way										
2 mil gal Reservoir										
Well #2 Improvements										
200 E Waterline										
Pump Station										
Shop Bldg Participation					60,951.62		336,000.00		0.00	
Burke Lane - Lagoon Dr										
Replace Spencer Reservoir	0.00		0.00		0.00		0.00		0.00	
Bayview/Oaklane Line Replacements			208,401.92		514,329.85		0.00		0.00	
1100 W Line									65,000.00	
Water Meter Replacement	19,817.20		0.00		49,375.06		20,000.00		20,000.00	
Insurance Repairs										
Telemetry System							70,000.00		70,000.00	
Bond Retirement (20%)	33,720.00		33,833.18		33,930.16		35,250.00		4,500.00	
<b>Total Expenditures</b>	<b>1,583,587.49</b>		<b>1,946,932.39</b>		<b>2,608,215.98</b>		<b>2,835,185.00</b>		<b>2,566,616.00</b>	
Add Depreciation	439,014.44		441,032.68		476,129.53		485,000.00		500,000.00	
Fund Adjustments	-68,542.62		23,952.39		7,259.52					
<b>End Balance</b>	<b>1,014,334.00</b>		<b>1,379,968.90</b>		<b>1,110,934.55</b>		<b>704,749.55</b>		<b>592,133.55</b>	

# Water Facilities Impact

				Budget	Budget
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Beg Balance	<u>983,874.33</u>	<u>1,347,505.51</u>	<u>1,035,828.26</u>	<u>1,008,254.51</u>	<u>1,338,254.51</u>
Developer Loans					
Overcost of well					
Interest	8,581.69	8,031.47	5,443.51	5,000.00	5,000.00
Bond Proceeds					
Impact Fees	<u>482,354.00</u>	<u>366,950.50</u>	<u>136,678.00</u>	<u>475,000.00</u>	<u>346,788.00</u>
Total Revenue	<u>490,935.69</u>	<u>374,981.97</u>	<u>142,121.51</u>	<u>480,000.00</u>	<u>351,788.00</u>
Capital Expenditures					
Bond Retirement	0.00	0.00	0.00	0.00	0.00
Accerlerate Bond Payments					
Shepherd Heights Lines / Reservoir					
Well #2 improvements					
200 East waterline					
Pump House					
2 million gal Reservoir					
Misc. Improvements	0.00	0.00	0.00	0.00	0.00
Burke Lane - Lagoon Dr					
West Farm. Improvements					
Replace Spencer Reservoir	25,211.89	30,952.15	712.50	20,000.00	200,000.00
Community Well	81,006.82	650,949.57	118,153.43	100,000.00	500,000.00
Water Lines	21,085.80	4,757.50	0.00	0.00	0.00
Developer paybacks			50,829.33	10,000.00	10,000.00
New Well				20,000.00	900,000.00
Fund Adjustments					
Total Expenditures	<u>127,304.51</u>	<u>686,659.22</u>	<u>169,695.26</u>	<u>150,000.00</u>	<u>1,610,000.00</u>
End Balance	<u>1,347,505.51</u>	<u>1,035,828.26</u>	<u>1,008,254.51</u>	<u>1,338,254.51</u>	<u>80,042.51</u>

## Sanitary Sewer Fund

Fund Balance 6/30/14		<u>212,428</u>
FY 15		
Revenues	1,472,000	
Expenses	1,532,524	
Fund Balance 6/30/15	-60,524	<u>151,904</u>
FY 16		
Revenues	1,607,000	
Expenses	1,583,054	
Fund Balance 6/30/16	23,946	<u>175,850</u>

## Garbage Fund

Fund Balance 6/30/14		291,342
FY 15		
Revenues	1,201,500	
Expenses	1,299,961	
Adjustment	-45,000	
Fund Balance 6/30/15	-53,461	<u>237,881</u>
FY 16		
Revenues	1,221,500	
Expenses	1,231,019	
Adjustment	-48,000	
Fund Balance 6/30/16	38,481	<u>276,362</u>

Equipment Items  
 400 garbage cans  
 300 recycling cans

## Ambulance Fund

Fund Balance 6/30/13		<u>230,130</u>
FY 14		
Revenues	286,146	
Expenses	216,189	
Fund Balance 6/30/14	69,956	<u>300,086</u>
FY 15		
Projected Revenues	259,000	
Projected Expenditures	200,000	
Cardiac Monitor	26,000	
Total	<u>226,000</u>	
Fund Balance 6/30/15	33,000	<u>333,086</u>
FY 16		
Projected Revenues	298,500	
Projected Expenditures	212,677	
New Ambulance	165,000	
Total	<u>377,677</u>	
Fund Balance 6/30/16	-79,177	<u>253,909</u>

# Storm Sewer Fund

10-Jun-2015

				Budget	Budget
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
<b>Operations</b>					
Beg. Balance	486,198	518,687	646,563	498,997	344,997
Revenues					
Interest	4,822	5,201	4,026	2,000	2,000
<b>Enterprise Revenue</b>	645,394	710,224	702,959	710,000	730,000
Contributions		18,000	76,000		
Equipment Lease Proceeds				145,000	0
Bond Proceeds					
Misc.	822			200	
Sale of Asset	0	0	0	88,000	0
<b>Total Revenue</b>	<b>651,038</b>	<b>733,425</b>	<b>782,985</b>	<b>945,200</b>	<b>732,000</b>
Expenditures					
<b>Operations</b>	529,594	557,969	612,621	687,200	801,428
Bond Payments	124,494	264,279	682	52,000	51,000
Capital Equipment	44,730	2,039	66,307	240,000	77,000
Capital Replacement Projects	27,356	35,756	382,838	180,000	115,000
Loss of Sale of Asset					
Farmington Creek Piping					
Public Works Building			71,715	215,000	0
Piping Projects					
Deficiency Projects	0	0	0	0	0
NRCS projects					
Misc.	130,000	0	58,195	15,000	10,000
<b>Total Expenditures</b>	<b>856,174</b>	<b>860,043</b>	<b>1,192,357</b>	<b>1,389,200</b>	<b>1,054,428</b>
Add Depreciation	245,798	249,850	261,390	290,000	300,000
Fund Adjustments	-8,173	4,644	416		
<b>End Balance - Operations</b>	<b>518,687</b>	<b>646,563</b>	<b>498,997</b>	<b>344,997</b>	<b>322,569</b>

**Storm Water Impact Fees**  
**East - Impact Fees**

	2011-2012	2012-2013	2013-2014	Budget 2014-2015	Budget 2015-2016
<b>Beg Balance</b>	113,882	212,085	252,866	262,029	304,467
Interest	1,036	1,423	1,303	1,000	1,000
Impact Fees	97,167	39,358	7,860	91,438	6,175
<b>Total Revenue</b>	<b>98,203</b>	<b>40,781</b>	<b>9,163</b>	<b>92,438</b>	<b>7,175</b>
<b>Capital Expenditures</b>					
Developer Reimbursements					
Professional & Technical	0	0	0	0	5,000
Projects	0	0	0	50,000	100,000
Miller Meadow lines / Basin					
Misc.					
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>105,000</b>
Fund Adjustments					
<b>End Balance - East Fees</b>	<b>212,085</b>	<b>252,866</b>	<b>262,029</b>	<b>304,467</b>	<b>206,642</b>
<b>West - Impact Fees</b>					
<b>Beg Balance</b>	415,479	643,150	796,038	888,910	656,910
Interest	3,858	4,628	4,373	3,000	3,000
Impact Fees	258,045	201,986	135,270	350,000	124,474
<b>Total Revenue</b>	<b>261,903</b>	<b>206,614</b>	<b>139,643</b>	<b>353,000</b>	<b>127,474</b>
<b>Capital Expenditures</b>					
Developer Reimbursements	16,582	0	46,770	125,000	20,000
Professional & Technical	0	0	0	140,000	5,000
Projects	17,650	53,726	0	320,000	150,000
Miller Meadow lines / Basin					
Misc.					
<b>Total Expenditures</b>	<b>34,232</b>	<b>53,726</b>	<b>46,770</b>	<b>585,000</b>	<b>175,000</b>
Fund Adjustments					
<b>End Balance - West Fees</b>	<b>643,150</b>	<b>796,038</b>	<b>888,910</b>	<b>656,910</b>	<b>609,384</b>

# Recreation Fund

## General Administration

Balance 6/30/14		39,772.64
FY 15		
GF Transfer	419,300.00	
Interest	500.00	
Fund Raisers	0.00	
Expenses	410,700.00	
Amount to Swimming Pool	0.00	
<u>Balance 6/30/15</u>	9,100.00	<u>48,872.64</u>
FY 16		
GF Transfer	455,763.00	
Interest	500.00	
Scholarships	0.00	
Expenses	455,763.00	
<u>Balance 6/30/16</u>	500.00	<u>49,372.64</u>

## Soccer

Balance 6/30/14		32,009.71
FY 15		
Signups	77,600.00	
Expenses Operational	82,200.00	
Shared	2,740.84	
Amount to Swimming Pool	0.00	
<u>Balance 6/30/15</u>	-7,340.84	<u>24,668.87</u>
FY 16		
Signups	77,500.00	
Expenses	78,700.00	
Shared	2,801.63	
Amount to Swimming Pool/Equipment	0.00	
<u>Balance 6/30/16</u>	-4,001.63	<u>20,667.24</u>

## Football

Balance 6/30/14		24,346.29
FY 15		
Signups	36,900.00	
Expenses	31,800.00	
Shared Expenses	1,303.31	
<u>Balance 6/30/15</u>	3,796.69	<u>28,142.98</u>
FY 16		
Signups	31,100.00	
Expenses	28,050.00	
Shared Expenses	1,124.27	
<u>Balance 6/30/16</u>	1,925.73	<u>30,068.71</u>

## Youth Basketball

Balance 6/30/14 21,476.80

### FY 15

Signups	52,800.00	
Expenses	48,100.00	
Shared	1,864.90	
Amount to Swimming Pool	0.00	
<b>Balance 6/30/15</b>	<b>2,835.10</b>	<b>24,311.90</b>

### FY 16

Signups	54,000.00	
Expenses	52,200.00	
Shared	1,952.10	
Amount to Swimming Pool/Equipment	0.00	
<b>Balance 6/30/16</b>	<b>-152.10</b>	<b>24,159.80</b>

## Tennis

Balance 6/30/14 20,750.87

### FY 15

Signups	18,500.00	
Expenses	15,600.00	
Shared	653.42	
Amount to Swimming Pool	0.00	
<b>Balance 6/30/15</b>	<b>2,246.58</b>	<b>22,997.45</b>

### FY 16

Signups	18,000.00	
Expenses	15,100.00	
Shared	650.70	
Amount to Swimming Pool/Equipment	0.00	
<b>Balance 6/30/16</b>	<b>2,249.30</b>	<b>25,246.75</b>

## Misc Activities

Balance 6/30/14 34,638.37

### FY 15

Signups	40,700.00	
Expenses	30,900.00	
Shared	1,437.53	
Amount to Swimming Pool	0.00	
<b>Balance 6/30/15</b>	<b>8,362.47</b>	<b>43,000.84</b>

### FY 16

Signups	52,175.00	
Expenses	43,200.00	
Shared	1,886.13	
Amount to Swimming Pool/Equipment	0.00	
<b>Balance 6/30/16</b>	<b>7,088.87</b>	<b>50,089.71</b>

## Swimming Pool

Balance 6/30/14 11,108.83

### FY 15

Revenues	213,200.00	
Expenses	260,400.00	
GF Transfer	39,000.00	
<b>Balance 6/30/15</b>	<b>-8,200.00</b>	<b>2,908.83</b>

### FY 16

Revenues	215,100.00	
Expenses	288,900.00	
GF Transfer	60,000.00	
<b>Balance 6/30/16</b>	<b>-13,800.00</b>	<b>-10,891.17</b>

Recreation Fund  
Special Events Fund 67

**Festival Days**

Fund Balance 6/30/14 46,682.94

FY 15  
Revenues 49,650.00  
Expenses 56,650.00

Fund Balance 6/30/15 -7,000.00 39,682.94

FY 16  
Revenues 45,800.00  
Expenses 48,550.00

Fund Balance 6/30/16 -2,750.00 36,932.94

**Scholarship Pageant**

Fund Balance 6/30/14 12,119.12

FY 15  
Revenues 13,400.00  
Expenses 10,560.00

Fund Balance 6/30/15 2,840.00 14,959.12

FY 16  
Revenues 10,400.00  
Expenses 10,050.00

Fund Balance 6/30/16 350.00 15,309.12

**Performing Arts**

Fund Balance 6/30/14 41,079.60

FY 15  
Revenues 39,300.00  
Expenses 51,200.00

Fund Balance 6/30/15 -11,900.00 29,179.60

FY 16  
Revenues 27,800.00  
Expenses 23,800.00

Fund Balance 6/30/16 4,000.00 33,179.60

CITY COUNCIL AGENDA

For Council Meeting:  
June 16, 2015

**S U B J E C T: Approval to Accept Bids for 650 West (Gym and Park)**

**ACTION TO BE CONSIDERED:**

Approve the acceptance of the lowest presented bids, procured by Hogan Construction

**GENERAL INFORMATION:**

See attached staff report prepared by Neil Miller.

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

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Neil Miller, Parks and Recreation Director

Date: June 9, 2015

Subject: **APPROVAL TO ACCEPT BIDS FOR 650 W, GYM & PARK**

### RECOMMENDATION

Approve the acceptance of the lowest presented bids, procured by Hogan Construction.

### BACKGROUND

On May 4, 2015 notification was sent out to various sub-contractors to submit bids for a range of projects associated with the new gym and park. Bid submissions were opened on May 21, 2015. The biddable projects included the following (in order of priority):

- Work on 650 West (west side of the street)
- Drainage and pumps for storm water
- The parking lot
- Gym
- 2 baseball diamonds
- Concessions stand

See attached letter/bid list for submitted bids on each project

Once the bid submission closed, staff, contractors and architects began meeting to determine which bids to recommend for acceptance. Keeping the cost under \$10MM, as well as our prioritized order of projects were taken into consideration to make the decision. Based on this information, the following components will be include in the 1<sup>st</sup> phase:

- Work on 650 West, to include curb, gutter, sidewalk and landscape
- Drainage and pumps for storm water
- The parking lot, which will be tied into the existing parking lot at Ascent Academy
- The gym build

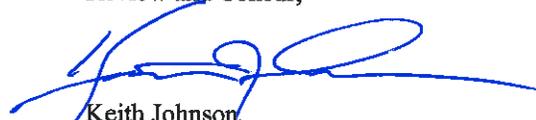
See attached rendering for further detail

Over the next few months City Staff will come back to City Council with a park phasing plan proposal in order to complete the master plan as per the design of the park.

Respectfully Submitted,

  
Neil Miller,  
Parks and Recreation Director

Review and Concur,

  
Keith Johnson,  
Assistant City Manager





**Hogan & Associates Construction, Inc.**  
940 North 1250 West • Centerville, Utah 84014  
(801) 951.7000 • (801) 951.7100 fax  
[www.hoganconstruction.com](http://www.hoganconstruction.com)

June 9<sup>th</sup>, 2015

Mayor Talbot  
City Council Members

Re: Farmington City Gym and Park (The Gathering Place)  
Proposed Budget Summary and Bid Results

Dear Mayor Talbot and City Council Members,

Thank you for the opportunity to be included as a Team member of this great project. As a Farmington resident, I am personally honored to have been included and very happy to be of service to this great community we live in.

It has been a seemingly long road to arrive at this point of the project but we are very excited to be able to offer the results of the Team's hard work to the Mayor and the Council for your review. Our hope is to obtain your approval so as to rapidly move into the construction phase of the project. We are midway through the summer season presently and winter will be appearing again before we know it so we would like to begin in earnest right away. There is much to be accomplished in a relatively short period of time.

In an effort to recap the process, we quickly became aware of major challenges as to providing the entire scope of the project within the 8 million dollar bond amount upon performing our initial, conceptual estimate that occurred before the first of this year. Our estimated amount to construct a 35,000 square foot gym with suspended running track, parking to accommodate 700 stalls, 650 West street improvements adjacent to the entire park frontage, 13 acres of playfields and a "quad" baseball complex was just over \$14 million dollars.

Upon seeing these initial results and knowing we were substantially over the allotted funding amount, the project Team consisting of the Farmington City Rec., Public Works and Administrative staff, VCBO and Design West Architects and Hogan and Associates Const. team members, immediately established a list of the components of the project along with the associated costs for each one of these components. In parallel, Keith Johnson, Assistant City Manager, rolled up his sleeves and obtained additional funding to increase the project budget amount to \$10,000,000.00.

A priority list was then established by the City Team members from this "shopping list" of components. The priorities that were selected were the gym building, adequate parking, 650 West street improvements and the "quad" baseball complex. A new estimate was then performed resulting in an estimated cost of \$11.4 million dollars.

Again with being over budget, these priorities were broken down into smaller pieces and costs assigned to each piece once again. An option that appeared to be reasonably close to the \$10 million dollar budget amount was close to include the above components but with only (2) baseball fields. The estimate to do so was \$10.4 million dollars.



The consensus of the team was to move forward and bid the project with the (2) field option as the "base bid" with each of the additional baseball fields as optional prices.

As the construction industry is extremely busy at this time, the Team went into full "sales" mode so as to generate bidding interest within the subcontractor community. Bids were received and opened publicly on May 21<sup>st</sup>, 2015.

We were very pleased at the subcontractor response as we received a substantial amount of bids at good prices from good subcontractors.

The early, initial bid results indicated the "base bid" components value to be \$11.4 million dollars. The Team once again, quickly and aggressively, went to work on validating and verifying the accuracy of subcontractor pricing as well as pursuing cost reduction items.

After pursuing dozens of multiple options that consisted of mainly modifying various finishes in the gym, eliminating items that could be furnished at a later date, implementing costs savings ideas from subcontractors and reducing landscaping costs by having the City crews provide the labor and equipment for the landscaping, we achieved a substantial cost reduction and landed at approximately \$10.8 million dollars.

Again, still not being within budget, the Team quickly met and came to the conclusion that the project had reached the point that if the quality of the project that the Community deserves is to remain intact, the only other feasible option is to, begrudgingly, reduce the scope of the project once again.

The consensus was to then eliminate the interior improvements of the (2) remaining baseball fields which could be constructed easily at a later date. The proposed overall scope of the project to be constructed within the allotted \$10 million dollar budget is the gym facility with suspended running track in it's entirety, sidewalks and parking areas as shown on the attached base bid site plan, full improvement of the west frontage of 650 West Street, a fully functioning storm drain system that will accommodate the 100 percent build out of the park in the future, water and sewer infrastructure to support full build out and hardscape and landscape to the perimeter of the east side of the east future baseball facility. Please see the attached, proposed, budget sheet that illustrates the corresponding costs to provide this scope of work.

As the building industry and experienced cost escalation in the realm of 15 percent within the last 2 years and we expect another substantial increase next year due to another expected upswing in building activity, it is our recommendation that the City move forward with the project at this time.

We truly believe the Community will be receiving a very high quality gym facility with ample parking and infrastructure to support the future build out of a great park and which will become "The Gathering Place" for the children and residents of Farmington to enjoy for years to come.

Again, thank you for the opportunity and we look forward to hearing your comments or questions that you may have.

Respectfully,

**Hogan & Associates Construction, Inc.**



**Dave Andersen**

**Vice President / Project Director**

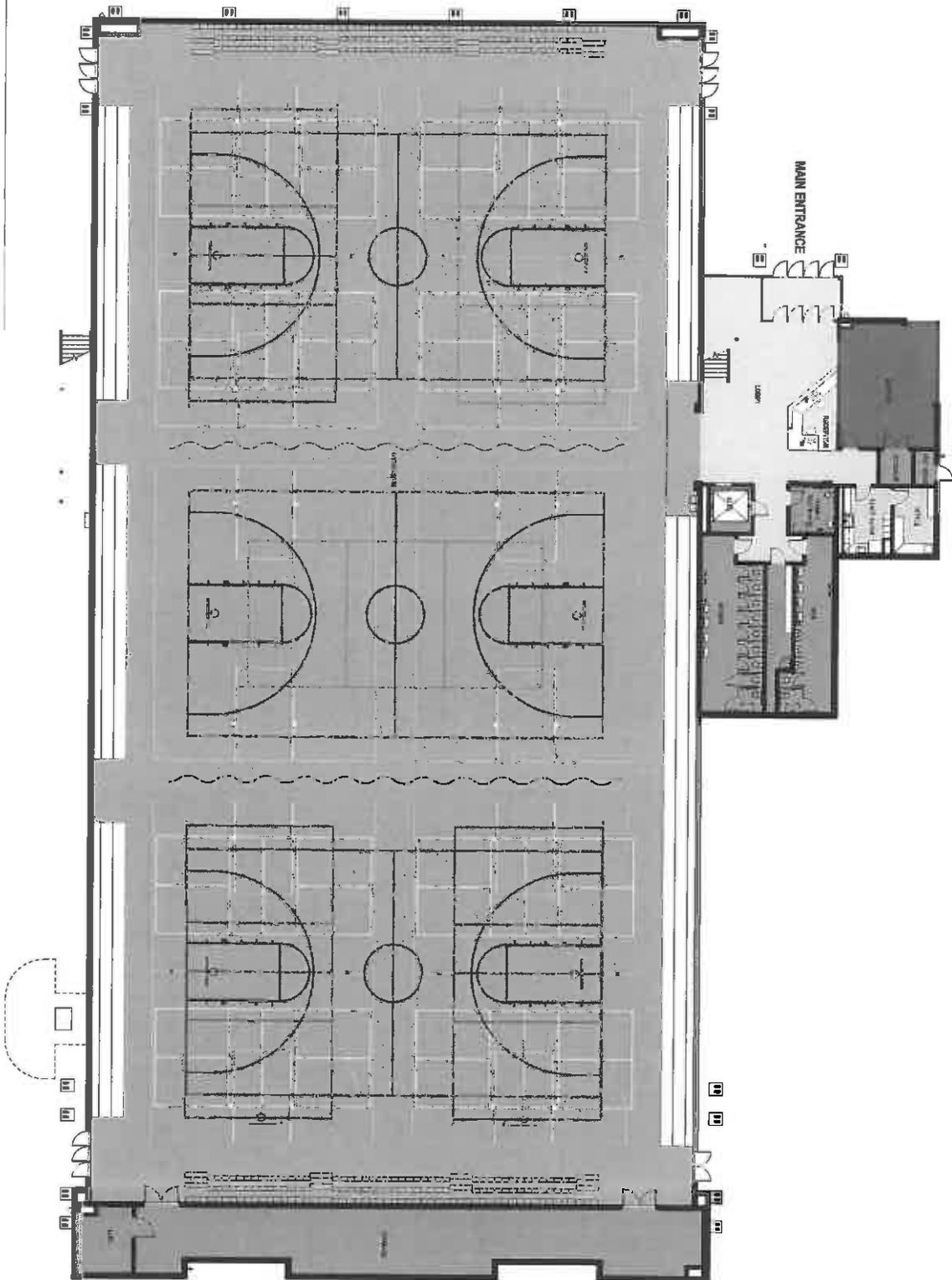
## Farmington City Gymnasium & Playfields

Hogan & Associates Construction, Inc.

6/9/2015

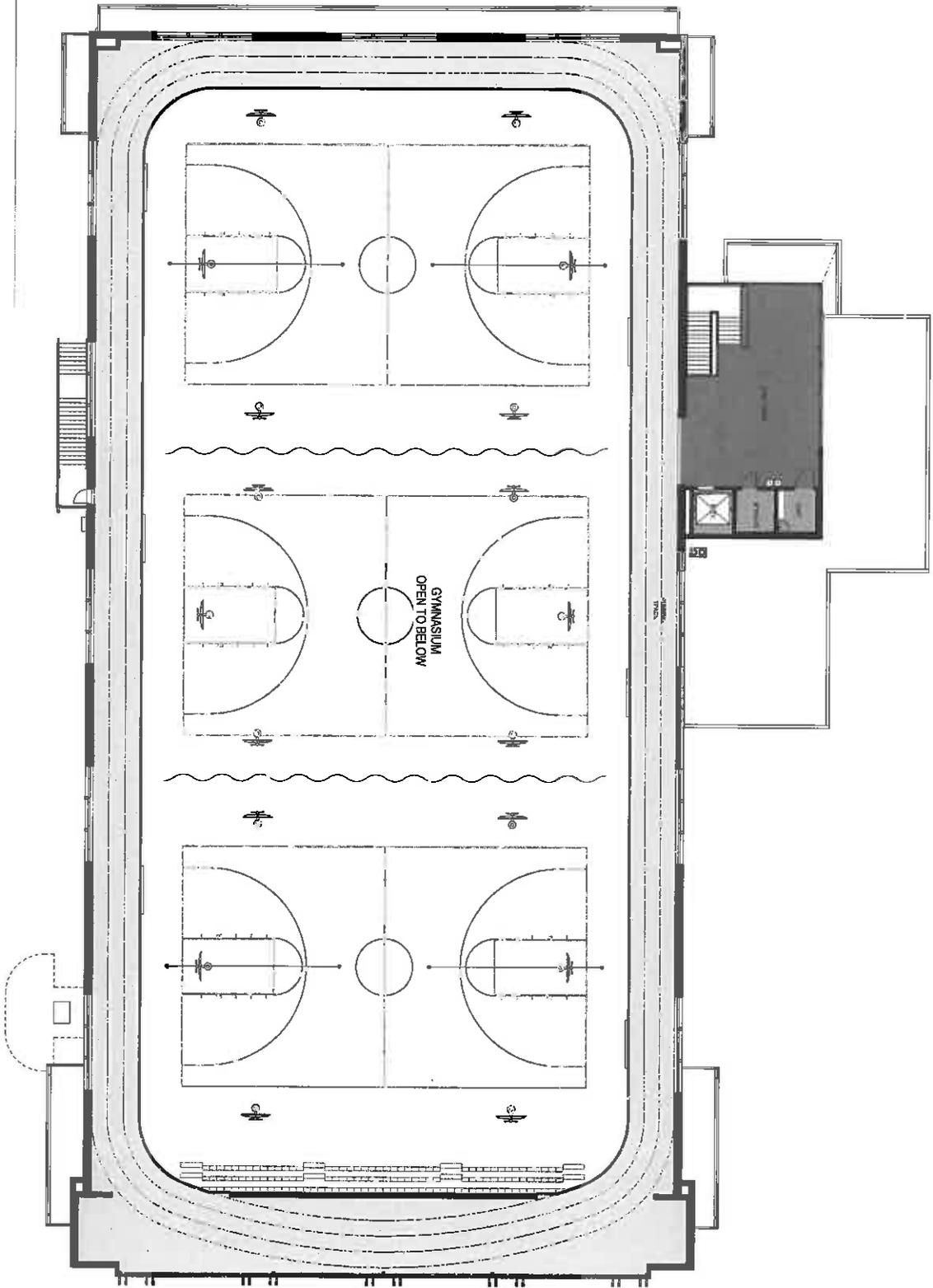
Gymnasium Building		Current Options Selected	
010000	Weather Conditions/ Protection	\$	none included
033313	Building Concrete	\$	485,900
033313	Reinforcing (Concrete, Masonry)	\$	107,463
034500	Precast Concrete	\$	82,630
040000	Masonry, Stone	\$	600,922 includes cost savings options
050000	Structural Steel w/VE Options	\$	779,715 includes cost savings options
052100	Steel Joist & Deck	\$	401,330
055100	Metal Fabrications/ Ornamental Railings	\$	187,000
061000	Timber Framing, Rough Carpentry	\$	100,286
064023	Millwork, Wood Ceilings & Walls	\$	216,410 includes cost savings options
071000	Dampproofing, Waterproofing, Air Barriers	\$	45,454
072000	Building Insulation, Sound Insulation	\$	156,813
075400	Roofing, Metal Wall Panels, Sht Mtl Flashing, Accessories	\$	247,100
078-079	Firestop & Joint Sealants	\$	15,000
081000	Steel & Wood Doors, Access Doors	\$	60,409
084100	Aluminum Storefront, Windows	\$	128,757
086200	Insulated Translucent Panels	\$	83,207
092900	Metal Framing, Drywall	\$	103,400
093000	Ceramic Tile w/VE Options	\$	45,776 includes cost savings options
095100	Acoustical Ceilings	\$	20,380
096430	Wood Flooring	\$	202,000
096813	Carpet, Entrance Mats	\$	20,381
096566	Resilient Athletic Flooring	\$	98,498
099100	Painting & Water Repellents	\$	88,764
101400	Signs	\$	38,138
102000	Toilet Accessories & Compartments	\$	24,985
104000	Fire Extinguishers, Lockers, Flagpoles, Bldg Accessories	\$	10,510
116622	Gym Equipment	\$	106,948
116643	Scoreboards	\$	53,536 Gymnasium only
126613	Telescoping Bleachers	\$	none included CMU/Precast bleachers incl.
129300	Bike Racks	\$	none included
142100	Elevator	\$	67,675
210000	Fire Sprinkler System	\$	57,475
Div 22,23	Mechanical, Plumbing Systems	\$	516,542
Div 26-28	Electrical, Communications, Safety & Security Systems	\$	676,385
010000	Supervision	\$	96,000
010000	General Conditions	\$	298,598
010000	Bond & Insurance	\$	111,198
010000	Preconstruction Fee	\$	9,500
010000	CM Fees	\$	100,000
010000	AE Fees	\$	667,188
010000	Contingency	\$	200,000
<b>Building Subtotal</b>		<b>\$</b>	<b>7,312,273</b>
<b>Sitework</b>			
310000	Earthwork	\$	625,354 Includes City spreading topsoil and earthwork at baseball fields
330000	Utilities by Subcontractor	\$	714,200
330000	Utilities by City	\$	128,725 Includes City credit for material and labor
321216	Asphalt	\$	246,511
321313	Site Concrete Paving	\$	232,778 Hardscape at Gymnasium, Parking. Baseball area not included
323113	Fencing	\$	none included
116600	Baseball Athletic Equipment	\$	none included
133419	Metal Dugout Structure	\$	none included
329000	Landscape & Irrigation Allowance	\$	357,524 Budget for material. City to purchase and install.
<b>Site Subtotal</b>		<b>\$</b>	<b>2,305,092</b>
<b>Alternates/ Option</b>			
Alt #1	South Parking Lot Asphalt		not included
Alt #2	Northwest Softball Field		not included
Alt #3	Southwest Softball Field		not included
Alt #4A	650 West - west portion	\$	382,635
Alt #4B	650 West - east portion		not included
Alt #5	Concessions Building (Preliminary Allowance)		not included
Option	Concessions Building Allowance (Redesigned)		not included
Alt #6	Multi-Core Panel Casework		not included
<b>Alternates Subtotal</b>		<b>\$</b>	<b>382,635</b>
<b>Project Total</b>		<b>\$</b>	<b>10,000,000</b>





FARMINGTON GYMNASIUM  
Farmington, UT

FARMINGTON GYMNASIUM  
Farmington, UT

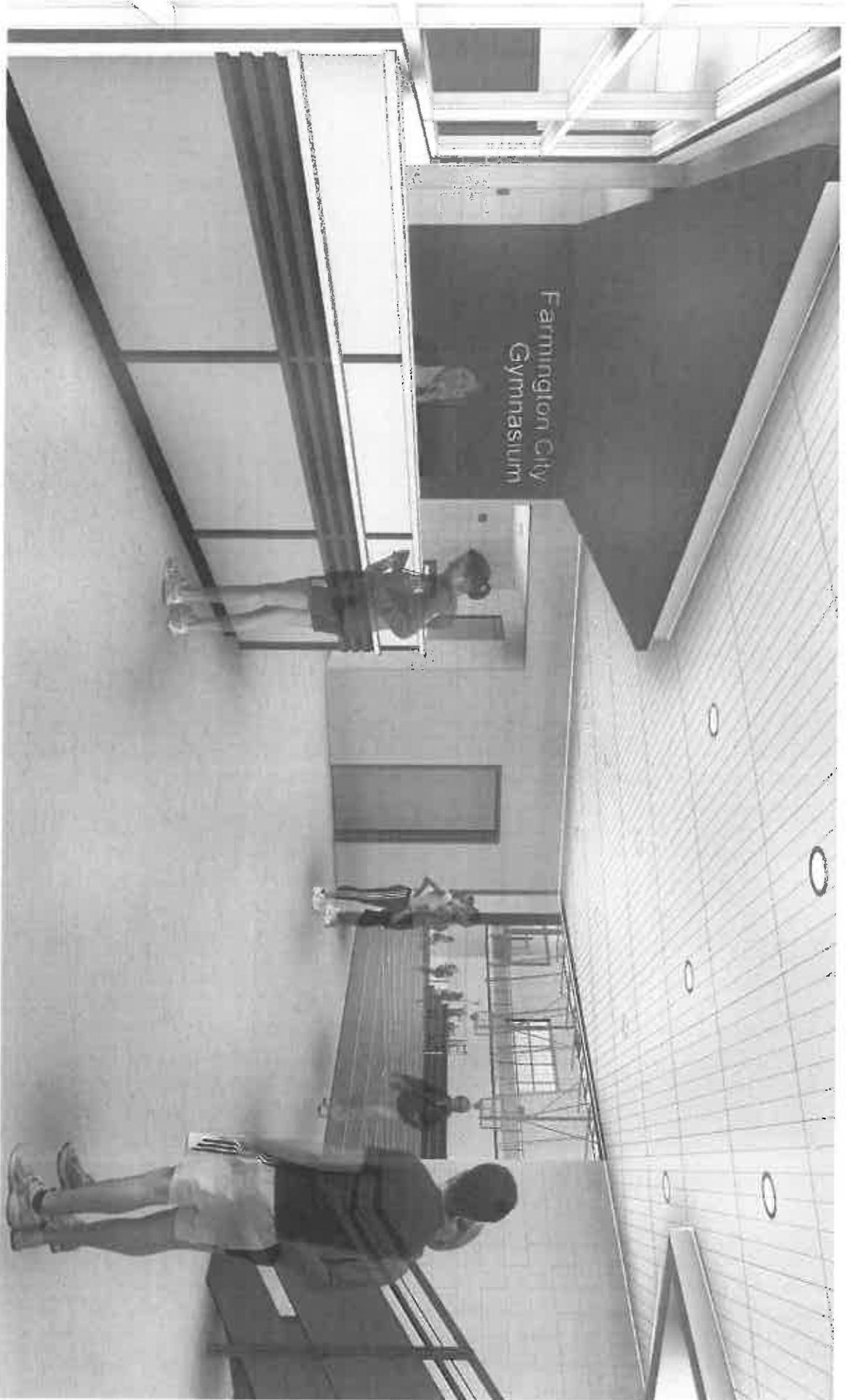




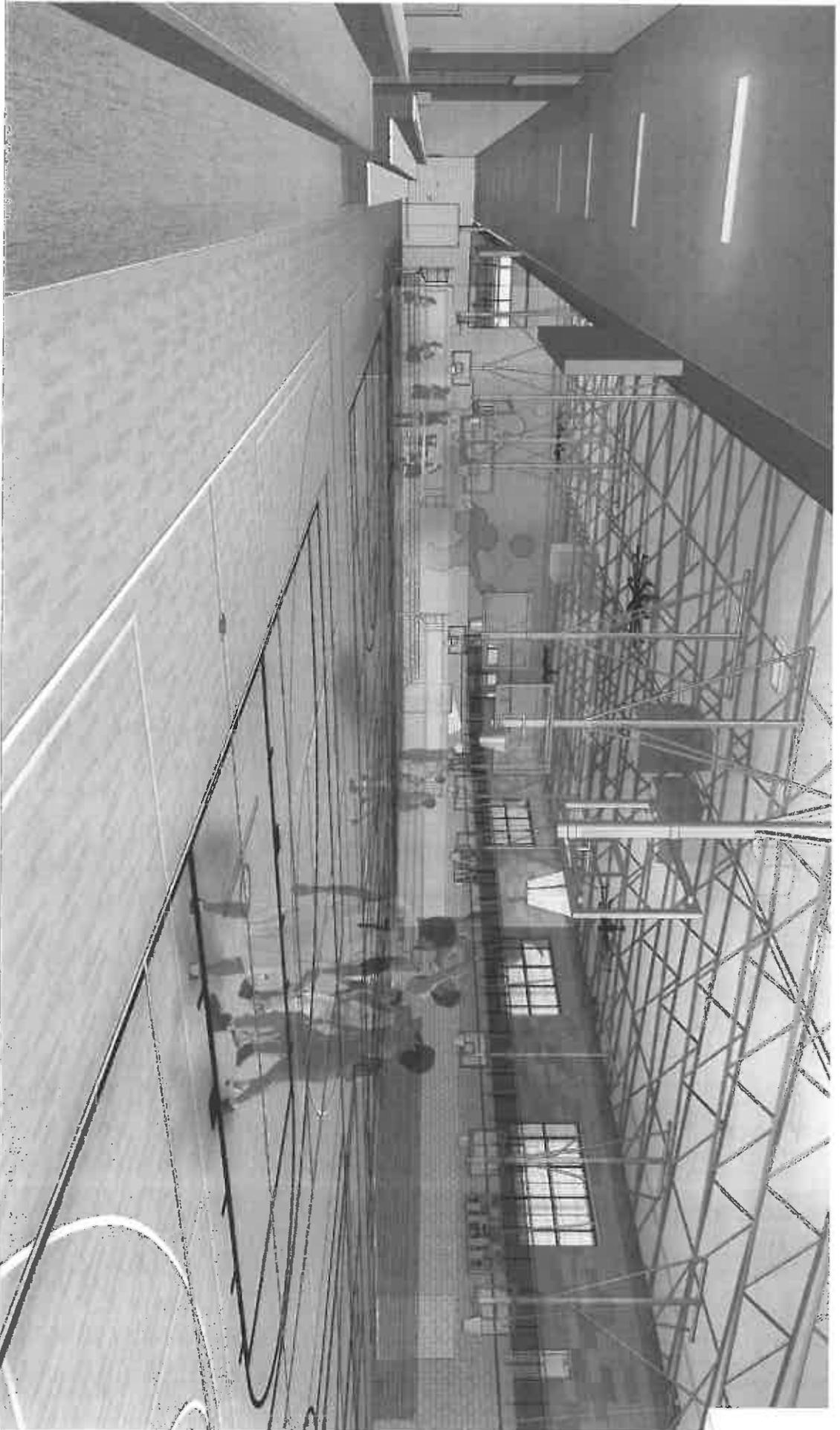
FARMINGTON GYMNASIUM  
Farmington, UT



FARNINGTON GYMNASIUM  
Farmington, UT



FARMINGTON GYMNASIUM  
Farmington, UT



CITY COUNCIL AGENDA

For Council Meeting:  
June 16, 2015

**S U B J E C T: Special Assessment Area for 650 West, 1100 West and Glovers Lane**

**ACTION TO BE CONSIDERED:**

Direct staff to further explore the possibility of establishing an SSA to help fund improvements in west Farmington related to the construction of the new high school.

**GENERAL INFORMATION:**

See attached 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

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: David E. Petersen, Community Development Director

Date: June 16, 2015

SUBJECT: SPECIAL ASSESSMENT AREA (SSA)

### RECOMMENDATION

Move that the City Council direct staff to further explore the possibility of establishing an SSA to help fund improvements in west Farmington related to the construction of the new high school.

### BACKGROUND

It is anticipated that in conjunction with the likely construction of the new high school, some pressure may come to bear to fully improve 650 West from State Street to Glover's Lane, and Glover's Lane from I-15 west to the UTA trail (and maybe even all the way to 1100 West). A number of property owners along these rights-of-way (and 1100 West) are already committed by development agreement or otherwise, or will commit, to improve their respective frontages. These include:

1. Davis School District (DSD): high school site, and elementary school site.
2. Farmington City: regional park, 1100 West park.
3. Farmington Park Subdivision (Fieldstone).
4. Remaining phases of the Miller Meadows Subdivision.
5. Property owners who have entered into extension agreements with the City.

A preliminary review of the afore mentioned areas (see attached map) shows that those committed to improve, or will commit to improve, own property abutting a majority (76 %) of the unimproved frontage as measured on lineal foot basis if only 650 West (both sides), and the north side of Glovers Lane and east side of 1100 West are included as part of an SSA. This majority enables the the City to obligate the property owners representing a minority of the frontage (24%) not so committed to participate in the SAA. If the south side of Glovers Lane is considered as part of the SAA the percentages change to 66% and 34% respectively.

Notwithstanding the foregoing, other factors may drive up the cost, and should be studied if the City Council directs staff to take a serious look at an SAA. These included, but are not limited to:

1. What is the overall cost of public improvements, and how much will individual property owners be required to bear as per their street frontage. For example, one may expect that any given property owner will pay for sidewalk, curb, gutter, and asphalt tie in, but will the City front the cost of milling down or even constructing, or reconstructing, the entire center portion of the street if that is what is deemed necessary? If such is the case the City may, or may not, have enough funds to pursue an SAA.
2. Will the DSD commit to a pay a greater portion because one may argue that they may be the majority cause of such improvements in the first place? Getting this nailed down in advance of their bond election is highly unlikely.
3. Will other improvements such as storm drain be required as part of an SAA?
4. What about design and legal costs?
5. Will the abutting property owners (and the public) be okay with significantly more traffic traversing narrow un-finished roads to and from the new high school?
6. As developments such as Farmington Park are completed, percentages may drop regarding those committed to provide improvements. How will this affect future plans for an SAA?
7. Is the City committed to improve Glover's Lane adjacent to the 1100 West park?

Respectively Submitted



David Petersen  
Community Development Director

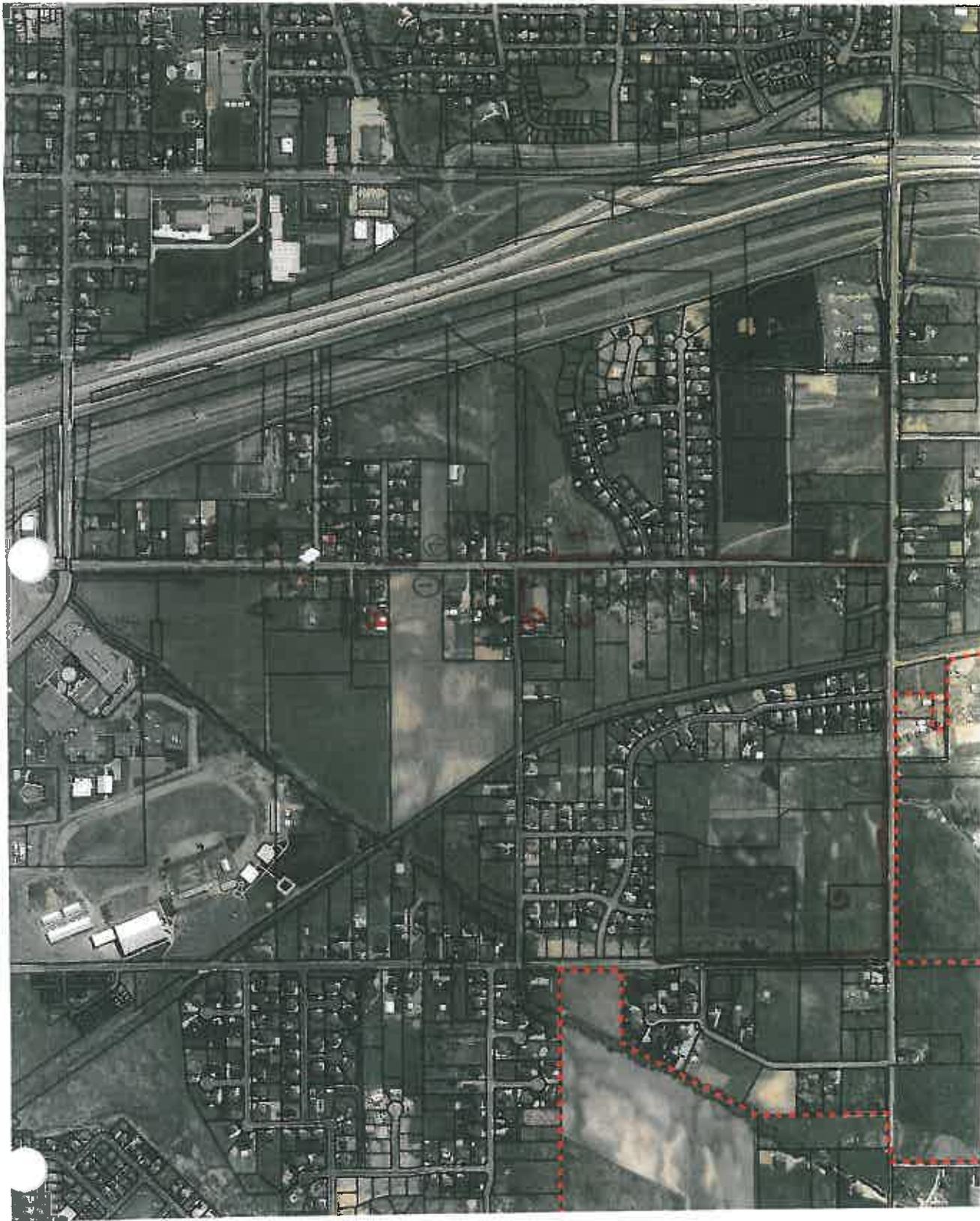
Review and Concur



Dave Millheim  
City Manager

1446  
 849  
 520  
 635  
 200  
 400  
 2,934  
 2,482  
 651  
 60  
 131  
 100  
 108  
 110

A B C D E F G H I J K L M N



567  
 100  
 731  
 690  
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 131  
 200  
 300  
 217  
 324

① ② ③ ④ ⑤ ⑥ ⑦ ⑧ ⑨ ⑩

CITY COUNCIL AGENDA

For Council Meeting:  
June 16, 2015

**S U B J E C T: Status of Proposed Farmington Justice Court**

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

Discussion only.

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

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report (Discussion only)

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: June 10, 2015

**SUBJECT: STATUS OF PROPOSED FARMINGTON JUSTICE COURT**

### BACKGROUND

The Council is well acquainted with the fact Davis County will no longer provide Justice Court services for Farmington after December 31, 2015. Staff have had many meetings with the affected cities, the Utah State Administrative Office of the Courts, County officials and local court personnel. We are moving forward with creating a Farmington Justice Court within the State Complex soon to be vacated by the County. This has been a very complicated process with lots of moving parts. Multiple process issues need to be solved before staff will formally be recommending to the Council creation of the Farmington Justice Court. We are anticipating a more formal discussion of these items at the June 30<sup>th</sup> Council meeting. The significant issues are summarized below.

**Notice to State Administrative Office of the Courts (AOC).** Barring Council direction to the contrary the attached notice letter will be sent to the State office overseeing this process. This letter expresses intent and the AOC said they needed it to start the ball rolling. It also asks for a time extension as related to the notice provisions the County must provide to other affected cities. Lastly, it outlines the conditions which must be satisfied before Farmington will formally execute the interlocal agreements with the affected agencies thereby binding us to provide court services.

**Notice to Davis County.** A similar letter for Davis County is attached and barring Council direction to the contrary, this letter will also be sent after the Council meeting. I could have sent this before the Council meeting since it does not bind the Council. Nevertheless, I thought it important the Council first see what has been discussed with the County thus far. Nothing in the attached letter should be a surprise to Davis County as all these issues have been discussed in multiple meetings. The primary purpose of this letter is to outline the beginning of a transition plan and the respective expectations the parties.

**Secure interlocal service agreements with the affected entities.** Attached is a draft interlocal agreement prepared with the assistance of the City Attorney as to providing court services to other entities. The plan is to send this draft to the other cities and secure all that have given verbal commitments thus far. This will allow us to finalize our budget projections as related to the new court. The Mayor would not be authorized to execute these agreements until we have a complete budget and transition plan finished in the coming months.

**Secure lease with State for the use of the Facilities.** We must have a lease for the facilities secured with the State. We have begun those negotiations with the State. This one is important in that it rolls into our budgetary projections we are preparing for operations of the court.

**Prepare a full court operating budget based on all of the above.** Until we have approvals for the AOC, the State lease and the executed interlocal agreements we are speculating on the actual budget for operating a court. We still believe it makes the most sense to move forward in the meantime but we want to the Council on notice that we would need to do a budget amendment in the next few months once we have formal clarity from all the parties wishing to join the Court. At that time we would also ask for formal approval of the Farmington Court and execution of the interlocal agreements.

Respectfully Submitted

A handwritten signature in cursive script that reads "Dave Millheim".

Dave Millheim  
City Manager

Rick Schwermer  
Assistant Utah Courts Administrator  
450 South State  
P. O. Box 140241  
Salt Lake City, UT 84114-0241

DRAFT

Re: Farmington City's Petition to Create a Justice Court

Dear Mr. Schwermer,

Pursuant to *Utah Code Ann.* §78A-7-102, I write to formally petition the Utah Judicial Council for authorization and any necessary waivers of time restrictions pursuant to *Utah Code Ann.* §78A-7-102(5) for the City of Farmington to open a Justice Court to begin operation on January 1, 2016.

The following municipalities and political subdivisions have given verbal approval, subject to signed interlocal agreement(s) and approval from the Judicial Council, that they will be sending their justice court cases to the proposed Farmington City Justice Court.

- West Bountiful
- Kaysville City
- Fruit Heights City
- West Point
- Davis County

I have enclosed a draft of the Interlocal agreement that the City of Farmington intends to have in place with each of the above named entities

Due to the sudden dissolution of the Davis County Justice Court, Farmington City requests an additional 30 days to finalize agreements with the above noted entities. The dissolution of the Davis County Justice Court leaves the above-referenced entities without a court for the prosecution of their cases. The location of the Court in Farmington City is central to the participating cities is the same location as the existing Court. I believe we will be able to complete all of this by the end of July 2015. During that time City staff will be reviewing all financial aspects of the operation of the Justice Court.

The minimum requirements under *Utah Code Ann.* §78A-7-103 will be met and we intend to move quickly to have everything in place to begin operation on January 1, 2016.

Please let me know of any additional information you need from the City and I will work to expedite the process and documentation.

We look forward to working with you.

David Milheim, City Manager  
Farmington City

June 10, 2015

DRAFT

Davis County Commission  
Attn: Commissioner Bret Milburn  
61 S Main St Suite 301  
Farmington, UT

***Re: Justice Court – Farmington City***

Dear Commissioner Milburn,

Thank you for the time you have spent on this matter over the last several months. I write to give you an update and status and to clarify our position on several items we have discussed over the last several months.

We will have a draft interlocal agreement for your review shortly. We will be providing the same agreements to the other participating municipalities at the same time. We are also in the middle of our financial analysis to ensure our ability to provide and operate the justice court.

We have been working the City's Attorney on an agreement and desire to memorialize our intentions and ensure our mutual understanding with respect to the following:

- The City is seeking authorization from the Judicial Council to create a new justice court.
- The City will have open positions in this new Court that will need to be filled.
- The City will give preference to experienced individuals to fill those positions.
- The City will be following the nomination and selection process as provided by state law to fill the judge position.
- While there is no guarantee that personnel working for the Davis County Justice Court will have a position with the Farmington Justice Court, preference will be given to current employees.
- Farmington City will not be assuming any liabilities related to accrued time off or sick leave for any employees that may be hired by the Farmington City Justice Court.
- The formation of the Farmington City Justice Court is still contingent on the following:
  - Signed agreements with the County, Kaysville, West Bountiful, Fruit Heights, and West Point.
  - Approval from the Mayor and City Council of Farmington.
  - A negotiated lease with the State for the necessary facilities.

We have asked the Judicial Council for an additional 30 days in order to finalize the above-mentioned items. We anticipate a final decision by the end of July 2015. We appreciate your patience and will keep you informed if anything changes.

Dave Milheim,  
City Manager

~~DRAFT~~

## INTERLOCAL AGREEMENT FOR JUSTICE COURT SERVICES

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Farmington (“City”), a municipal corporation of the State of Utah, and Davis County (“County”), a political sub-division of the State of Utah.

### RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals, which are incorporated and are integral to this Agreement:

- A. *Utah Code Ann.* §78A-7-102, allows the City to create and operate a Justice Court for public convenience. Accordingly, the City had determined it is in the best interests of the residents of the City to establish a Justice Court.
- B. The County determined that it will dissolve its Justice Court by or before January 1, 2016, subject to approval of the Judicial Council of the State of Utah.
- C. The County is a political subdivision of the State of Utah and in addition to unincorporated areas of Davis County, the County has assumed jurisdictional responsibility for the prosecution of misdemeanor and small claims court cases within the jurisdiction of the cities of West Bountiful, West Point and Kaysville.
- D. The County hereby desires to amend its method of assuming responsibility for the jurisdiction of its Justice Court by entering into this Agreement with the City and to adjudicate all matters within the jurisdiction of the County Justice Court in the Farmington City Justice Court as more particularly provided herein.
- E. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Ann.*, to enter into this Agreement for the provision of Justice Court Services.
- F. The parties desire to enter into an agreement for the provision of justice court services to both jurisdictions under the terms and provisions of this interlocal cooperation agreement.
- G. The City is willing to enter into this Agreement and thereby assume responsibility for the adjudication and other services covered in this agreement.

- H. The County hereby reserves its rights to amend its method of assuming its local responsibility in the future and to operate its municipal justice court in accordance with law in the event that this Agreement is terminated for any reason.
- I. The City reserves its right to enter into similar agreements with other municipalities to provide justice court services to those municipalities on terms as negotiated between the City and such municipalities; provided however, that such other contracts shall not interfere with the City's performance of the terms of this Agreement.

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

1. **Scope of Services to be Provided.** Farmington agrees to furnish all court services to Davis County reasonably necessary to enforce and adjudicate, within the territorial jurisdiction of Davis County for Class B Misdemeanors and lesser offenses, the County ordinances and all applicable federal and state laws. The court services provided by Farmington shall include, without limitation, the following:
  - a. All related court transport and bailiff services inside the Courtroom;
  - b. A court operation with trained judge(s), indigent defender(s), and staff approved and certified under the Utah Judicial Council standards and policies;
  - c. Daily court operations, including traffic school;
  - d. A Court Referee or similar program to provide simplified resolution of minor traffic offenses;
  - e. Secure holding facilities for defendants transported from the jail or prison;
  - f. Fiscal management with separate accounting for all cases arising from within the territorial jurisdiction of Davis County as maintained by CORIS case management system;
  - g. Records management, segregated by jurisdiction and maintained in a manner which will allow, easily and without material cost or delay, separation of all files, information and data concerning Davis County Cases from other jurisdictions handled by the Court and dissemination to the County of all such information and data;
  - h. CORIS case management system;
  - i. Specialty court program for domestic violence;

- j. Alcohol related incidents statistics and data:
  - i. Filed with applicable state agencies of required information and reports as required by state agencies to entitle the County to its share of periodic distributions of state-administered liquor tax attributable to, *inter alia*, its Alcohol Related Incidents; and
- k. Timely and complete filings and submittals to offices of the federal and Utah state government required for proper operation of the Court under federal or state law, and contemporaneously with their filing, provide to the County copies of all filings made with the state of Utah concerning Alcohol Related Incidents within the jurisdiction of the County.
- l. The City shall provide justice court services, including both criminal and small claims to the City and to the unincorporated territory of the County pursuant to *Utah Code Ann. §78A-7-204(5)*, through the Farmington City Justice Court.

## **2. Territorial Jurisdiction**

The jurisdiction of the Court shall extend into all of the unincorporated territory of the County, the territory within the corporate limits of the City and such other territory as authorized by law, and any other territory authorized and approved by the Judicial Council.

## **3. Court Jurisdiction**

The Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of Utah and, in particular, that jurisdiction granted by *Utah Code Ann. §78A-7-106*. The Court shall have the authority to enforce the County's Ordinances.

## **4. Justice Court Judge Authority**

The judge of the Court shall have such authority as is granted by State law and applicable rules including those enumerated in *Utah Code Ann. §78A-7-104*.

## **5. Court Location**

- a. The Court will be held, subject to negotiation of a lease of the courtroom, in the Davis County Justice Center at 800 West State Street, Farmington City, Davis County, Utah.
- b. The Court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances.

## **6. Certification**

The Court shall, at all times, meet the minimum requirements for the certification of a justice court as provided in *Utah Code Ann.* §78A-7-103.

#### **7. Justice Court Judge**

- a. The Judge shall be appointed and confirmed in accordance with state law.
- b. In accordance with *Utah Code Ann.* §78A-7-202 (7), the Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
- c. The Justice Court Judge must meet the requirements specified in *Utah Code Ann.* §78A-7-201 for Justice Court Judge eligibility and be certified by the Utah Judicial Council to hold office.
- d. The Justice Court Judge shall be paid in accordance with *Utah Code Ann.* §78A-7-207.
- e. The Justice Court Judge shall comply with all state requirements for continuing education and attend all orientation and training sessions required by law and the Utah Judicial Council.
- f. The Mayor and City Council may appoint another Judge to serve as a temporary Justice Court Judge in the absence or disqualification of the Justice Court Judge.
- g. In the event of a vacancy in the position of justice court judge, the Justice Court Advisory Committee shall assist in its selection and appointment of a new justice court judge by submitting recommendations.

#### **8. Court Hours and Facilities**

- a. All official court business shall be conducted in the courtroom or an office located in the Davis County Justice Center or at another location which is conducive and appropriate to the administration of justice.
- b. The hours of the Court shall be posted conspicuously at the Davis County Justice Center and at such public buildings located with the City as may be deemed appropriate by the City.
- c. The Court shall have regularly scheduled hours at which the judge of the court shall be present and the hours that the Court shall be open shall be in compliance with any requirements imposed by State law or the Utah Judicial Council.

#### **9. Copies of Ordinances and Materials**

The City shall provide the Court with current copies of *Motor Vehicles Laws of the State of Utah, Utah Code Annotated*, and the *Justice Court Manual* published by the Court Administrators Office, and any other State laws affecting local government. Each participating political subdivision and municipal entity shall be responsible to supply the Court with current copies of its ordinances.

#### **10. Employment Status and Expenses and Performance Standards**

- a. Replacement or Addition of Key Personnel.
  - i. To the extent reasonably possible under then applicable law, the County shall be invited to attend the interviewing process if Farmington (a) replaces the sitting judge due to disability, resignation, failure to be retained in an election, or otherwise, or (b) if the City appoints another judge for the Court, provided however, that the City need not obtain the County's approval concerning such appointment(s).
- b. The County shall have no liability for the payment of salaries, wages or other compensation to the judge(s), and Court personnel, including, without limitation, any unfunded or underfunded salaries wages or benefits to Court personnel.
- c. Any judge(s) and Court personnel shall be Farmington City employees and have no right to County pension, civil service, or any other County employment benefits for services provided under this Agreement.
- d. Adequate, competent and appropriate staff shall be provided to the Court to conduct the business of the Court.
- e. Court clerical personnel shall be employees of the City of Farmington and therefore, subject to selection, supervision, discipline and personnel policies and procedures of Farmington as set forth in the *City of Farmington Personnel Policies and Procedures*.
- f. The cost and expenses for travel and training of clerical personnel and training sessions conducted by the Judicial Council shall be the responsibility of the Farmington.
- g. Farmington shall assume responsibility for all expenses of the Court. In no event shall court space costs, either capital or operational, be considered as an expense in computing the percentage of gross revenues to be allocated to the cities and County pursuant to paragraph 14 of this agreement.

#### **11. Records**

- a. The records of the Court shall be maintained at the office of the Court but shall be made available, as required by law, to parties and the general public in accordance with the *Government Records Access and Management Act* as well as applicable court rules.
- b. The City and County shall work together to complete the transfer of such records as are necessary and appropriate from the Davis County Justice Court to the Farmington City Justice Court to implement this Agreement, including records and files of open cases, collections and other relevant matter. The transfer of records and the computer data conversion of such records shall comply with the transition process set forth in Section 17 and any terms and conditions as required by the Utah Judicial Counsel and/or the Administrative Office of the Courts.

## **12. Prosecution**

The prosecution of all cases brought before the Court in which the County is a party or in which the violation of County ordinances is an issue shall be the responsibility of the County.

## **13. Budget**

- A. Farmington shall review, determine and approve the budget for the court as part of its annual budgeting process.
- B. Budget approval for the Court shall be in accordance with the provisions of the *Uniform Fiscal Procedures for Utah Cities* as set forth in *Utah Code Ann. §10-6*.
- C. The fiscal year for the court shall be from July 1 to June 30 of each year.

## **14. Distribution of Gross Revenues**

The parties have reviewed and considered the various economic benefits and consequences to both parties and other factors of the County and the City in order to determine in the full and unique circumstances of the parties what is the appropriate and reasonable allocation of justice court revenues. Based upon this review and consideration, as well as the negotiations involved, the parties have determined that the allocation of justice court gross revenues is as follows:

- a. The allocation and distribution of the gross revenues of the court shall be determined and made monthly on the following basis:
  - i. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office and any other agency which would be cited into the Unincorporated Davis County Justice Court, if such court continued to exist and receive cases, shall be allocated and distributed to the County.

- ii. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office and any other agency which would be cited into the Unincorporated Davis County Justice Court if such court continued to exist and receive cases, shall be allocated and distributed to the County.
- b. An accounting of all revenues and expenses of the Court, as well as distribution of the revenues to the parties should be made quarterly to the parties.
- c. In those cases which are opened in the Davis County Justice Court and which are transferred as open cases to the Farmington City Justice Court, if a fine has been imposed as part of a sentence, and funds continue to be collected on that case, the allocation of the revenues actually collected shall be Fifty (50%) per cent to the City and Fifty (50%) to the County.
- d. "Gross revenues" means, for the purposes of this Agreement, the total of all fines and filing fees actually received by the Court, but does not include any court or other costs assessed against a party, bail, restitution, program fees or costs or any surcharges received pursuant to *Utah Code Ann. §59-9-4 et seq.*
- e. The City shall not be obligated to pay, nor is the County entitled to receive, any interest on the share of the gross revenues allocated and distributed to the City.

## **15. Reports**

- a. In accordance with Section 78A-7-215, *Utah Code Ann.*, the Justice Court Judge shall file monthly reports with the Office of the Utah State Court Administrator as well as copies to the County and Farmington. The report shall include, at the least, the number of cases, the dispositions entered and other information as specified in forms provided by the State Court Administrator's Office.
- b. Annually, the Justice Court Judge shall appear before the Board of County Commissioners, if requested to do so, for the purpose of making a report of the Court and its activities as they pertain to the County and to respond to any inquiries of the Board of County Commissioners.

## **16. Effective Date**

This Agreement shall become effective upon execution by the parties and approval of the creation of the Farmington City Justice Court by the Utah Judicial Council. The transition of cases and records shall comply with the transition process set forth in Section 17 and as approved by the Utah Judicial Council and the Administrative Office of the Courts.

## **17. Transition**

- a. The parties desire to commence the transition of cases from Davis County Justice Court to the Farmington City Justice Court as efficiently and timely as possible. Subject to final approval by the Utah Judicial Council and the Administrative Office of the Courts, the parties desire to start transitioning new cases from the Davis County Justice Court on January 1, 2016. The parties further desire to complete the transition of all cases from the Davis County Justice Court to the Farmington City Justice Court and to close the Davis County Justice Court as soon as possible.
- b. Subject to the terms and conditions of Subsection A, all new citations issued on or after January 1, 2016, which would be cited into the Davis County Justice Court, will be cited and forwarded to the Farmington City Justice Court.
- c. Subject to the terms and conditions of Subsection A, all cases that are open and existing within the Davis County Justice Court as of December 31, 2015, shall be transferred to the Farmington City Justice Court by November 1, 2016, or as soon thereafter as is feasible by the Administrative Office of the Courts.
- d. The Davis County Justice Court shall close and be deemed dissolved on \_\_\_\_\_ 2016, or as soon thereafter as is approved by the Utah Judicial Council and the Administrative Office of the Courts.
- e. The County shall notify all agencies which currently cite cases into the Davis County Justice Court of the transfer of cases to the Farmington Justice Court and the requirement that all citations issued on or after January 1, 2016, be cited into the Farmington City Justice Court.

## **18. Termination**

- a. This Agreement shall continue in effect until terminated by:
  - i. The mutual consent of the parties; or
  - ii. The submission by either party, with or without cause, of a written notice six (6) months prior to the end of the City's fiscal year.
- b. The termination shall take effect at the end of the City's fiscal year.
- c. In no event shall the term of the Agreement exceed fifty (50) years.

## **19. Resolutions of Approval**

This interlocal cooperation Agreement shall be conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with *Utah Code Ann.* §11-13-202.5,

**20. Attorney Opinions**

This interlocal cooperation agreement shall be conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with *Utah Code Ann.* §11-13-202.5.

**21. Authorization**

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

**22. Notice**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

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

With a copy to: Todd J. Godfrey  
Hayes Godfrey Bell, P.C.  
2118 E. 3900 S. #300  
Holladay, UT 84124

Davis County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**23. Integration**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning Court Services.

**24. Time**

Time is of the essence in the Agreement.

**25. Severability**

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**26. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**27. Applicable Law**

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**28.**

*[Signature page to follow]*

## CITY COUNCIL AGENDA

For Council Meeting:  
June 16, 2015

### **PUBLIC HEARING: May PUD Subdivision - Schematic Plan**

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. See enclosed 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

**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: Eric Anderson, Associate City Planner  
Date: June 5, 2015  
SUBJECT: **MAY PUD SUBDIVISION – SCHEMATIC PLAN**  
Applicant: **Jared May**

### RECOMMENDED ALTERNATIVE MOTIONS

1. Hold a public hearing, and;
2. A. Move that the City Council approve the proposed Schematic Plan for the May PUD Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:
  1. The applicant will receive a determination that the out-building on the property is of historical value and could realistically be placed on the NRHP, and receiving such determination, the applicant will preserve this building;

OR

The applicant will provide 10% open space as required by Section 11-27-120(g) of the Zoning Ordinance;

2. The applicant will provide the reports and plans designated by Section 11-30-105 of the Zoning Ordinance prior to or concurrent with preliminary plat.

### Findings for Approval:

1. The proposed schematic subdivision is in substantial compliance with all subdivision and zoning requirements for a schematic subdivision approval including:
  - a. A completed application;
  - b. Description and preliminary layout of utilities and other services required.
2. The proposed subdivision would rehabilitate and preserve the existing historic shed, however, the historic home would not be preserved under the current proposal.
3. The proposed Schematic Plan submittal is consistent with all necessary requirements for a Schematic Plan as found in Chapter 3 of the City's Subdivision Ordinance.

OR

- B. Move that the City Council deny the proposed Schematic Plan for the May PUD Subdivision.

Finding for Denial:

The Planning Commission recommended denial because they felt the applicant's request to do a PUD doesn't match the density of the surrounding neighborhoods, and the trade-off for the preservation of a historic "shed" was not a fair one for the 10% open space requirement.

**BACKGROUND**

The applicant, Jared May is requesting approval for a 3 lot subdivision located at 984 North 300 West. There is an existing historic home on the site, however, the home is in a state of disrepair, despite the applicant's best efforts at preservation (he currently resides in the home). Additionally, the home sits awkwardly on the property making the subdivision of the property difficult. The applicant is proposing that the existing home be torn down and that the property be subdivided into 3 lots, however, in order to get the requested density, the applicant will need to do a PUD because the requested lot size falls under the 10,000 s.f. alternative lot size requirement as found in the LR zone.

According to Chapter 27 of the Zoning Ordinance:

***11-27-120 Standards and Requirements.***

*(a) The minimum area for a Planned Unit Development shall be five acres in AA, A, AE, LS and S zones, and two and one-half acres in LR, Rand R-2 zones; and one and one half acres in R-4 and R-8 zones. Any proposal for a Planned Unit Development in areas smaller than those cited above, may be approved by the Planning Commission based upon the specific conditions related to the site upon which the development is proposed. Smaller Planned Unit Developments are encouraged in the older historical parts of the City in order to use lot interiors where unique conditions may exist.*

The total acreage of this property falls well below the LR zone threshold of 2.5 acres, however, the property is in an older and historical part of the City and there are unique conditions due to both the irregular shape of the parcel, and the placement of the historic home on the site.

In the LR zone, every PUD has a 10% open space requirement. However, 10% of .72 acres is .07 acres, or approximately 3,000 s.f. The PUD chapter does provide a provision whereby historic preservation may be used in lieu of the open space requirement. Section 11-27-120(g) states:

*"The City, at its sole discretion, may consider preservation of an on-site building or structure eligible, or that may be eligible, for the National Register of Historic Places in lieu of the 10 percent open space requirement or portion thereof."*

As was mentioned above, the applicant plans to tear down the home, however, there is an old shed on the property that the applicant would like to preserve and use as a historic structure in lieu of the 10% open space requirement. At the Planning Commission meeting of May 21<sup>st</sup>, the Planning Commission expressed that they did not feel that this was a good trade off, and their position was reinforced when staff had the City's historic architect, Rod Mortensen look at the structure; he determined that it was not of historical value because very little of it was original and was therefore non-contributing. At this same meeting, the Planning Commission also had concerns that the requested density does not match the surrounding neighborhood and that this PUD request does not meet the PUD purpose as set forth in Section 11-27-010.

Normally, when an applicant applies for a PUD, they will provide preliminary PUD master plan and schematic plan together; this is to avoid multiple public hearings. In this application, however, the applicant is first seeking schematic plan approval and then he will submit preliminary PUD master plan together with preliminary plat. While this process means that much of the PUD requirements will be reviewed at the next step, the schematic plan review consists of looking at lot layout and density, which is inherently tied with the PUD process; it is also a preliminary look to determine if the general PUD requirements can be met.

Additionally, because this property lies in the foothill overlay zone, the applicant may need to complete additional requirements as determined by Chapter 30 of the Zoning Ordinance.

Supplemental Information

1. Vicinity map.
2. Schematic Plan.

Applicable Ordinances

1. Title 11, Chapter 11 – Single Family Residential Zones
2. Title 11, Chapter 27 – Planned Unit Developments
3. Title 11, Chapter 30 – Foothill Development Standards
4. Title 12, Chapter 5 – Minor Subdivisions
5. Title 12, Chapter 7 – General Requirements for all Subdivisions

Respectfully Submitted



Eric Anderson  
Associate City Planner

Concur



Dave Millheim  
City Manager





## CITY COUNCIL AGENDA

For Council Meeting:  
June 16, 2015

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

1. Resolution regarding Utah Retirement Systems “pick up” of Member Contributions for Eligible Employees
2. McOmber Subdivision Amended Improvements Agreement
3. Approval of Minutes from City Council from May 26, 2015
4. Resolution Amending the Consolidated Fee Schedule relating to Football Fees and Sanitary Sewer
5. Villa Susanna Final PUD Master Plan and Final Plat
6. Agreement Amendment for Station Park regarding Drive up Windows

**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

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: June 9, 2015

Subject: **PICK -UP CONTRIBUTION FOR FIREFIGHTERS ON STATE RETIREMENT.**

### RECOMMENDATIONS

Approve the enclosed resolution to pick-up the state retirement portion for firefighters.

### BACKGROUND

Each year the City has to pass a resolution stating that it will pick-up a part of the state retirement for firefighters. The City will have 4 firefighters on this plan. The percentage rate that the City will pick for this next year is 15.05%.

Respectfully Submitted,



Keith Johnson,  
Assistant City Manager

Review and Concur,



Dave Millheim,  
City Manager

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION PROVIDING FOR THE “PICK-UP” OF REQUIRED MEMBER CONTRIBUTIONS FOR ALL ELIGIBLE EMPLOYEES REQUIRED TO CONTRIBUTE TO THE UTAH STATE RETIREMENT SYSTEMS BY FARMINGTON CITY, UTAH**

**WHEREAS**, the Utah Retirement Systems are established by State statutes and are intended to provide a meaningful retirement benefit to employees who have chosen a career in public service; and

**WHEREAS**, the Utah Retirement Systems operates governmental tax-qualified defined benefit plans described in Section 401(a) of the Internal Revenue Code of 1986; and

**WHEREAS**, in Revenue Ruling 2006-43, the IRS clarified its rules governing member contributions paid by employers (“pick-up”) to require formal action by the employer to effect its “pick-up” election; and

**WHEREAS**, Farmington City is a participating member of the Utah Retirement Systems and elects to “pick-up” member contributions paid to the Utah Retirement Systems on behalf of all its eligible employees.

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

**Section 1. Election Pick up.** Farmington City hereby formally agrees to pick up 100% of the required member contribution for all eligible Farmington City employees required to contribute to the Utah Retirement Systems Contributory Retirement Plan for periods on or after July 1, 2015.

**Section 2. 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 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, THIS 16TH DAY OF JUNE, 2015.**

**FARMINGTON CITY**

**ATTEST:**

\_\_\_\_\_  
Holly Gadd  
City Recorder

By: \_\_\_\_\_  
H. James Talbot  
Mayor



# 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: June 16, 2015

**SUBJECT: MCOMBER SUBDIVISION AMENDED IMPROVEMENTS  
AGREEMENT**  
Letter of Credit No. 201501

### RECOMMENDATION

Approve the Farmington City Improvements Agreement (Letter of Credit Form) for a letter of credit between Evanland Farms LLC and America First Credit Union for McOمبر Subdivision Amended.

### BACKGROUND

The bond estimate for McOمبر Subdivision Amended is \$15,825.00 which includes a 10% warranty bond. Evanland Farms LLC has submitted an Irrevocable Standby Letter of Credit Agreement with a two year term with America First Credit Union to administer an account for this project in the amount of \$15,825.00.

Once all improvements are installed and inspected, all the Letter of Credit except the warranty amount will be released. After a warranty period of 1 year, the warranty amount 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**

**(LETTER OF CREDIT FORM)**

**THIS AGREEMENT** is made by and between Evanland Farms, LLC (hereinafter "Developer"), whose address is 537 N. 340 E. (P.O. Box 337) Centerville, Utah 84014, and Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known McOmber Subdivision Amended, located at approximately 144 S. 1525 W. in Farmington City, and

**WHEREAS**, the City will not approve the subdivision or issue a permit unless Developer promised 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 "B", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

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

**3. Letter of Credit.** Developer hereby delivers to the City an irrevocable, standby letter of credit in the total amount of \$15,825, which is attached hereto as Exhibit "A" (the "Credit"). The City may draw upon the Credit to its order as provided in Paragraph 4. The Developer hereby stipulates that the funds of the Credit are not subject to any adverse claim, resulting trust, lien, or set-

off. **The time period specified in the Credit shall exceed the time period specified in Paragraph 1 above by at least twelve months.**

4. **Drafts by City.** The City may draw upon the Credit only 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, or maintained during the warranty period provided in Paragraph 24 of this agreement 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. In either of these events, the City may draw under the Credit both (1) those amounts necessary to either complete the Improvements as required herein or alter or repair the Improvements to conform to the requirements hereof, and (2) an additional 15% of all other amounts withdrawn to compensate the City for any administrative, engineering, legal procurement, or other services incident to completion of the improvements. The City may draw upon the Credit by one or more sight drafts signed by the Mayor in the form attached as Exhibit "C", or by other instrument appropriate to the purpose. The parties hereby stipulate that the form of the appended sight draft is in all respects sufficient and without objection for the purpose of drawing upon the Credit.

5. **Release.** Upon final inspection and acceptance of all of the Improvements by the City, the City may authorize release of the Credit except 10% of the estimated cost of the Improvements which shall be retained in the Credit, or provided by other acceptable security, for the performance by the Developer of all warranty and other obligations of this Agreement and may be withdrawn by the City as provided in Paragraph 4 in the event of any default by the Developer. Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 24, the City shall in writing release the balance of the Credit or other security.

6. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that delivery of the Credit as herein provided, and any draft(s) upon the Credit 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 draw upon the Credit 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 draws upon the Credit and performs or causes to be performed the installation required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City pursuant to the Credit shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

7. **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 covered under this agreement to the City's systems and shall thereafter utilize and maintain such Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

8. **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 ordinances and resolutions of the City shall be paid to the City by the Developer prior to inspection.

9. **Ownership.** Any 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.

10. **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 Credit until drawings have been provided to the City.

11. **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.

12. **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.

13. **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.

14. **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.

15. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

16. **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.

17. **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.

18. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

19. **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.

20. **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.

21. **Other Bonds.** This Agreement and the Credit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Credit as provided herein.

22. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

23. **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.

24. **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 workmanship, materials, and/or equipment during the Warranty Period without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this

Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 18 day of May, 2015.

**CITY:**

FARMINGTON CITY CORPORATION

\_\_\_\_\_  
H. James Talbot, Mayor

**ATTEST:**

\_\_\_\_\_  
Holly Gadd, City Recorder

**DEVELOPER:**

Evanland Farms, LLC

*Evanland Farms, LLC*

By: *W. R. Ewans*

Its: Chief Executive Manager

**DEVELOPERS ACKNOWLEDGEMENT**

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

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

\*\*\*\*\*

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

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

\*\*\*\*\*

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

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_, a partnership, and that the foregoing

instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

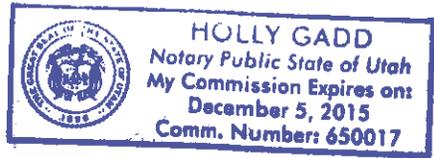
\*\*\*\*\*

(Complete if Developer is a Limited Liability Company)

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

On this 28 day of May, 2015, personally appeared before me William Richard Evans who being by me duly sworn did say that he or ~~she~~ is the Chief Executive Manager of Evonland Farms LLC, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Holly Gadd  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Davis County, Utah



**CITY ACKNOWLEDGEMENT**

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

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



Exhibit A

May 12, 2015

Farmington City  
160 South Main  
Farmington, Utah 84025

Re: Irrevocable Letter of Credit #201501

**Applicant:**  
Evanland Farms LLC  
William Richard Evans  
537 N 340 E  
Farmington, Utah 84025

**Beneficiary:**  
Farmington City

**Amount:**  
US Dollars \*\*\*\*\* \$15,825.00

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Evanland Farms LLC up to the aggregate amount of \$15,825.00 available to you when accompanied by your statement acknowledging that the required improvements, as detailed have not been completed.

We hereby agree with bona fide holders that all drafts under and in compliance with the terms of this Irrevocable Letter of Credit Agreement shall meet with due honor upon presentation and delivery of documents as specified to the drawee if drawn and presented (together with the original Irrevocable Letter of Credit Agreement, at our office for negotiation on or before May 12, 2017, or upon receipt of a release from Farmington City at the Business Account Services Department of America First Federal Credit Union at 4646 South 1500 West Suite 130, Riverdale, Utah 84405.

This Irrevocable Letter of Credit Agreement is governed by Utah Code Annotated 70 A-5-101 et seq. 1953 as amended, known as the Uniform Commercial Code-Letters of Credit, which is based on the Customs and Practice for Documentary Credits International Chamber of Commerce. Jurisdiction for the resolution of disputes arising under this Letter of Credit lies in the courts of the State of Utah.

 5/13/15

Authorized Signature  
Joanna Kellerstrass, Manager 801-827-8525  
Business Account Services  
America First Credit Union

*Members come first.™*

# Exhibit B

## McOmber Subdivision Amended Bond Estimate Revised 5-11-2015

Storm Drain								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Detention		LF	\$ 10,000.00	\$ -	0	0	#DIV/0!	
Standard Inlet Box	1	EA	\$ 1,800.00	\$ 1,800	0	0	0	
18" RCP		EA	\$ 40.00	\$ -	0	0	#DIV/0!	
15" RCP	37	EA	\$ 35.00	\$ 1,295	0	0	0	
SWPPP		LS	\$ 5,000.00	\$ -	0	0	#DIV/0!	
<b>Subtotal</b>				\$ 3,095				
<b>10% Warranty Bond</b>				\$ 310				
<b>Total</b>				\$ 3,405				

Sanitary Sewer								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
8" PVC DR-35		LF	\$ 32.00	\$ -	0	0	#DIV/0!	
48" Sewer Manhole		EA	\$ 2,100.00	\$ -	0	0	#DIV/0!	
Connect to Existing		EA	\$ 4,000.00	\$ -	0	0	#DIV/0!	
Sewer Lateral	1	EA	\$ 1,200.00	\$ 1,200	0	0	0	
<b>Subtotal</b>				\$ 1,200				
<b>10% Warranty Bond</b>				\$ 120				
<b>Total</b>				\$ 1,320				

Culinary Water								
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%	
Connect to Existing		EA	\$ 4,000.00	\$ -	0	0	#DIV/0!	
8" C900 PVC		LF	\$ 32.00	\$ -	0	0	#DIV/0!	
8" Valve		EA	\$ 1,720.00	\$ -	0	0	#DIV/0!	
8" Fittings		EA	\$ 800.00	\$ -	0	0	#DIV/0!	
Water Lateral	1	EA	\$ 1,250.00	\$ 1,250	0	0	0	
Fire Hydrant		EA	\$ 4,650.00	\$ -	0	0	#DIV/0!	
<b>Subtotal</b>				\$ 1,250				
<b>10% Warranty Bond</b>				\$ 125				
<b>Total</b>				\$ 1,375				

<b>Road Improvements</b>							
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Clear and Grub		LS	\$ 2,000.00	\$ -	0	0	#DIV/0!
Rough Grade		LS	\$ 2,000.00		0	0	#DIV/0!
Sawcut Asphalt	190	LF	\$ 3.15	\$ 599	0	0	0
Curb and Gutter w/ Base	106	LF	\$ 20.00	\$ 2,120	0	0	0
Sidewalk w/ Base	530	SF	\$ 4.70	\$ 2,491	0	0	0
ADA Ramp		EA	\$ 1,200.00	\$ -	0	0	#DIV/0!
12" Road Base	1107	SF	\$ 1.20	\$ 1,328	0	0	0
3" Asphalt Road	848	SF	\$ 1.80	\$ 1,526	0	0	0
3" Asphalt Road Patching	259	SF	\$ 3.00	\$ 777	0	0	0
<b>Subtotal</b>				<b>\$ 8,841</b>			
<b>10% Warranty Bond</b>				<b>\$ 884</b>			
<b>Total</b>				<b>\$ 9,725</b>			
<b>Total Bond</b>				<b>\$ 15,825</b>			

<b>Cash Deposits</b>					
Item	Quantity	Unit	Unit Cost	Bond Amount	
Slurry Seal	1107	SF	\$ 0.20	\$ 221	
Street Signs	0	EA	\$ 300.00	\$ -	
Street Lights		EA	\$ 3,200.00	\$ -	

## FARMINGTON CITY COUNCIL MEETING

May 26, 2015

### WORK SESSION

*Present: Mayor Jim Talbot, Council Members Doug Anderson, Cory Ritz, John Bilton, and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Engineer Chad Boshell, Phillip Holland, Michael Dunlap, Patrick Julian, James Hatch, Joe Richardson, City Recorder Holly Gadd and Recording Secretary Melanie Monson.*

Council member **Jim Young** offered the prayer.

**Brigham Mellor** was excused as his wife just had a baby.

**Mayor Talbot** stated that there was an unfortunate incident over the weekend where a group of four youth consumed an unknown substance and one of them died as a result. He said that our thoughts and prayers are with their families. He welcomed Dave Millheim back from Argentina. He asked if anyone had questions about the issues at hand and said he wanted to start off by discussing the Clarke and Park Lanes connections. He stated that the City just spent millions getting this road in, and should give the road a chance to prove itself before considering reconnecting Park and Clarke Lanes. The City maintains the right of way, and will have the opportunity to develop it further in the future. **Doug Anderson** said when it first opened there were lots of complaints, but there have been no complaints in the past 4 months. It doesn't take long to get over to the roundabout, and connecting the two roads could add considerable hazards.

**Mayor Talbot** also wanted to briefly discuss the Zoning Ordinance Amendment and Zone Map Amendment agenda items. He said two positive things about the proposal for the Mercedes-Benz dealership are that it would face Park Lane, and not Main Street, and that it would have commercial buildings in front of it. Due to the amount of ground being purchased, which was more than needed for the actual dealership, he said the City should grant the zone change only to the portion needed for the business and keep the rest zoned as agriculture. The dealership can make application to rezone the remainder if they decide to develop it. **Dave Millheim** asked if the zone map amendment reflected the change. **Dave Petersen** answered that it does not. He referred the Council to the last page of the staff report and said that Section One needs to be modified. He said if the zone change is approved, the Council will need to make a motion that staff modify the section to reflect those changes. He also stated that there have been a few calls from citizens who are concerned about additional dealerships stretching to the north. Precautions have been taken so that future City Councils are not obligated to allow additional dealerships or could curtail them. **Mayor Talbot** stated that the City is not interested in an auto row, and wants to ensure that citizens' concerns are addressed. **Dave Petersen** stated that the dealership will be nestled in strategic location. **Mayor Talbot** asked Phil Holland if they are purchasing all of the land, which he confirmed. **Dave Millheim** said that for clarity, the developer did want to pursue storage facilities on another property that is not part of this application. The applicant said they may pursue other

franchises. He recommended that this application be specific only to this property. **Mayor Talbot** agreed that the comments should be kept to this zoning application.

**Mayor Talbot** said he wanted to make sure to take the time to congratulate the police officers for their service. He also said the Summary action list was reviewed with the Planning Commission.

**Dave Millheim** had some comments on URMMA, a program in which cities have gone in together on municipal insurance. He said that URMMA doesn't operate like a typical insurance company, but is a true self insurance pool. They have a new president, and Dave said he asked how he would sustain this program over the long haul. The new president wants to change the culture of the organization while maintaining local control. He is going around to each City Council, making sure other cities are ok with expanding the charter. The City supports it. **Mayor Talbot** said one reason the City considered a class A business park was to help sustain the City in the future. **Jim Young** said it expands the pool as well as the risk. **Dave Millheim** said Bluffdale was thrown out a number of years ago due to not following the charter agreement; as long as URMMA is selective with the cities they let in, each city still pays its own "freight". Each city is responsible for aggressive claims management to be competitive in the marketplace.

**Mayor Talbot** asked for introductions from the guests at the work session. Those present were: Patrick Julan from CBRE, James Hatch, a Farmington resident, Joe Richardson, a land surveyor, Phil Holland with Wright Development, and Michael Dunlap from Schomp Automotive.

Regarding the Compton Road public hearing item, **Dave Petersen** said there is a home on edge of Compton Road that shares a common boundary with the City's right of way, which was never vacated. The homeowner stretched his landscaping over onto that portion and has installed fencing. Because the area is City owned, the City is not obligated to vacate it to anyone. Mr. Miller will be here for the City Council meeting, and has stated that his preference is option 2b. He wants to sit down with Mr. Hatch and work it out. The property owners are ready to talk to each other. **Dave Millheim** stated that this has created a public hearing situation because Mr. Miller sent in a letter and came in to follow up on it. **Dave Petersen** said the right of way in front of other homes is being affected. All 4 properties would need to agree to the vacation, and the City Council still needs to agree to it. The Council does not need to take action if they do not wish to.

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## **REGULAR SESSION**

*Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Cory Ritz and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, City Engineer Chad Boshell, 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 **Cory Ritz** and the Pledge of Allegiance was led by former POW and LT Colonel, Farmington resident **Jay Hess**.

## **REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:**

### **Presentation of the Bountiful Davis Art Center**

- **Emma Dugal**, Executive Director of the Bountiful Davis Art Center, presented information regarding their upcoming Summerfest event. They are located in a new building on Main Street in Bountiful. The programs they offer are extended to the entire County. They also have some remote classes at the Farmington community center. She asked the City to put an announcement on the website and/or in the newsletter in advance of Summerfest, asking for host families, volunteers, etc. She also asked that the Youth City Council be invited to volunteer at the event. **Alisa Revell**, who is in charge of Summerfest, indicated that performers from several countries will be attending Summerfest this year. The dates for Summerfest are August 6-8 at the Bountiful Davis Arts Center. There will be a kickoff event on August 5<sup>th</sup>, combined with Tour of Utah bike race. They are expecting 20,000 visitors. She asked for some money to be set aside in our budget to donate, and said that other cities typically donate between \$500-1500. **Mayor Talbot** asked her to call Holly Gadd or Emily Pace to get the Youth City Council involved and said she can contact Jill Swain regarding the newsletter.

### **Recognition of 10 Years of Service at the Police Department**

- **Wayne Hansen**, Chief of Police, presented ten year service awards to Kellie Varela and Brandon Erikson. He said he appreciates the City allowing this program to honor those who serve the community. He appreciates and honors the quality officers serving in this City. **Mayor Talbot** said the City has a fantastic police department and that he feels tremendous pride for the officers serving our community. **Dave Millheim** mentioned that during his recent trip to Argentina he saw evidence of the corruption in their police force. He offered his thanks to the police force for their good work.

## **PUBLIC HEARINGS:**

### **Zoning Ordinance Amendment to Chapters 19 and 28 regarding the Defining of Class "A" Auto Sales, and this being an Allowed Use in the CMU Zone**

**Dave Petersen** said the public hearing agenda item following this gives the background for the current item. **Dave Millheim** asked him to explain the background for both agenda items, and to then proceed with the hearing for each item. **Dave Petersen** said the Master Plan is to connect Lagoon Drive with frontage road. There are two options for connecting the roads, and how they are connected will determine the zoning of the surrounding properties. Several months ago, a proposal was made to develop the property into higher density housing, which was denied. Now, a Mercedes-Benz dealership wants to develop the property. It is in the CMU area whether the road ends up going high or low. The

dealership proposes the road go high to avoid the Spring Creek wetland complex. They met with staff, and the location seems isolated enough to prevent other car dealerships from coming in along US 89. The developer plans to buffer the dealership with office buildings to the east and to the north. If the City Council is of a mind to rezone it, then the ordinance will only take effect upon approval of the site plan application. He also proposed a new section in Chapter 28 to detail all the standards for a class A dealership. The Planning Commission recommends approval of both items. There is no proposal for expansion of the westerly 2 acres, and the applicant agreed to have the rezone withheld on that portion. **Mayor Talbot** clarified that a public hearing would still be held for each item.

**Phil Holland**, Wright Development Group, 1178 Legacy Park Blvd. Centerville, Utah. One major challenge they encountered was the number of landowners and different parcels in this area. He stated that he is familiar with the transportation master plan. Their proposal for the road configuration is consistent with transportation plan, would prevent land lock for multiple property owners, and would prevent additional traffic from exiting on Main Street. He feels it is a tremendous opportunity to work with Schomp Automotive. He stated that Mercedes-Benz is highly selective in granting new franchises. He then introduced Mike Dunlap with Schomp Automotive.

**Michael Dunlap**, Schomp Automotive Group, 1190 Plum Valley Lane, Highlands Ranch, CO. He stated that they are excited about this opportunity. During the past 18 months, Mercedes-Benz has only awarded 4 franchises nationwide. They landed in Farmington because of the community, including the Station Park development and other coming developments. They see the City as a gateway between the north and south of the state. He said they get involved with the local communities and charities where they operate, and stated they will be a good business citizen and partner to the city of Farmington. He addressed concerns of citizens regarding lights, noise, and congestion and said he will stand by their commitment to be a good member of the community.

***Mayor Jim Talbot opened the public hearing at 7:47p.m.***

**Annie MacDonald**, 1029 N. Main Street in Farmington, Utah. She stated that she appreciates and respects the developer and what they are trying to do. However, she is concerned about the impact on her and her neighbors on Main Street. She was on the Planning Commission 10 years ago, and fears that commercial development will creep East and North. She said she would hate to see this part of Farmington be turned into a commercial area and negatively impact those who live there. She asked that the City Council keep the commercial area as far away from homeowners as possible, and to lessen the impact.

**Brad MacDonald**, 1029 N. Main Street in Farmington. He stated that their visitors comment on the small town feel and open green spaces of Farmington. His biggest concern is losing that hometown feeling and open green space. He doesn't want to see floodlights out his windows at night. He asked for regulations against lights being on too late, for trees to buffer the homeowners from the lights, and to keep the commercial area as far away from those who live on Main Street as possible.

***Mayor Jim Talbot closed the public hearing at 7:51 p.m.***

**Mayor Talbot** turned the discussion back to the City Council to voice their thoughts on the Zone Text change for Class A Auto Sales. He stated that the City Council has studied this issue, and that the City wants to be a unique location and to have unique brands coming in.

**John Bilton** said a definition of class A storage was created when they were considering storage facilities, and this item is reminiscent of that. The north end of the City has evolved, and the City Council recognizes that. The language of the zone text change is designed to help protect ownership along Main Street and the residential character of the area. The text helps the City maintain that integrity, along with the willing partnership the City has in Schomp Automotive. The City Council has a chance now to change the ordinance to be congruent with the standards of the community. He stated that he is comfortable that the language will ensure the quality we want in an auto dealership (singular). **Jim Young** stated that he is comfortable with the zone text change. **Cory Ritz** said anytime there is a zone text change, he wonders why certain additional items are included in the zone; however he doesn't see that with this particular change and thinks class A auto fits. He wants to make sure as the City moves forward that the lighting used by commercial businesses doesn't bleed over into neighboring properties, and asked Dave Petersen if more language needs to be added regarding lights. **Dave Petersen** read the language of the zone text change and suggested adding "and rights of way" to the text to further contain the light from commercial businesses. He wondered if the word "minimize" is strong enough. **Cory Ritz** asked if the City should specify LED lights. **Dave Millheim** said that he wouldn't specify LED lights, as technology may accelerate and provide even better alternatives in the future. He said the text should just specify controlling the overbleed. **Mayor Talbot** said that lighting technology and standards have come a long way, and he agrees that we want to maintain the flexibility to use new technology. **Doug Anderson** said he agrees with the zone text change. **Dave Millheim** said that if the City Council wants to include Dave Petersen's recommendation to include "rights of way" in the zone text change that it needs to be included in the motion.

***Motion:***

**Cory Ritz** made a motion that the City Council approve the enclosed zone text amendment updating Chapters 19 and 28 Regarding Class "A" Auto Sales Being an Allowed Use in the CMU Zone effective only on approval of a site plan related to the subject property and with one change being made to the proposed Section 1 under Standards, item D, Lighting, the next to last sentence should read: "lighting shall be designed, located, and directed so as to eliminate glare and minimize reflection of light into neighboring properties **and rights of way.**"

**Jim Young** seconded the motion which was unanimously approved.

**Findings for Approval:**

1. An auto dealership is currently not a defined nor an allowed use (whether conditional or permitted) anywhere in the City. Making these two changes would allow for an auto dealership to come into Farmington as long as it meets the criteria for a class "A" auto dealership as set forth in Chapter 28.

2. Defining class “A” auto sales, and making that the only type of auto sales allowed in the City, in addition to setting design criteria for such a use, will give the City more discretion to ensure that a high standard is met for this type of use.

### **Zone Map Amendments for Property from LS to CMU**

See previous agenda item for background information. No additional information was presented.

***Mayor Jim Talbot opened the public hearing at 8:06 p.m.***

**Matthew Hess**, 572 S. Woodland Hills Drive, Bountiful, Utah. The Hess family owns about 40 acres close to the proposed site. He was part of the committee that created the different zoning areas for the subject and surrounding properties. The committee agonized over approved uses to include in each zoning category, and did not purposefully exclude auto sales—they simply did not foresee it as a possibility 10 years ago. As a former member of that committee, and as an adjacent landowner, he supports the proposed action. He said that when land is rezoned, questions naturally arise about what will come in next door. Within the next 18 months to 2 years, the Hess family wants to bring forth an Area Master Plan for their property to give people a chance to weigh in on the development. The committee he was on 10 years ago also agonized over the issue of road alignment and came to the same conclusion as what is reflected in the Master Plan. He stated that in addition to their significant acreage, the Hess family owns 2 homes on Main Street, and understands the potential impacts of land development. They support the proposed action.

**Harv Jeppsen** 727 Leonard Lane, Farmington, Utah. He sat on that committee as well, and is in favor of the upper option for the road, because it will help protect Main Street from additional traffic. He supports the proposed action, the Mercedes-Benz dealership, and the plan for the upper road. He looks forward to working with the City Council on future land developments.

**Teresa Wood**, 823 North Main Street, Farmington, Utah. She owns a small nearby residential lot, but is not excited about the proposed car dealership. She has lived at her current residence for 30 years and has seen many proposals come and go. She believes an Assisted Living facility would be a better buffer. Property owners along Main Street already have lights from the freeway and Station Park to deal with, and she is concerned about additional lights from the dealership.

***Mayor Jim Talbot closed the public hearing at 8:14 p.m.***

**Cory Ritz** said he has witnessed numerous changes throughout his time as a resident of Farmington. He said these changes are inevitable, particularly when you are among the first in an area. Buffering has always been important to the Planning Commission and the City

Council. The City has a prime opportunity for buffering, particularly if the high road is approved. He has no desire to see commercial development on Main Street. He likes the proposal as it is. He referenced the comments of Teresa Wood, saying there is an Assisted Living facility next to his home and thinks they are good neighbors. However, since there are many acres of land, there will be a mix of uses. He believes that the Mercedes dealership is a good start to this mixed use area. **John Bilton** said he doesn't want to change the zoning map as a whole, just for this property. He is not sure of the dealership's long term plans, but wants them to succeed and be an asset to the community. If an auto row or zoning creep issue arises, then the Council can examine that separately. **Dave Millheim** said it is important to point out that the developer had to work with several property owners to reconfigure their properties. The property lines will have to be dealt with. The developer can't design a quality project with all those lines, and will need to parcel it out. He said the City Council can encourage controlled growth, by just rezoning one parcel at a time. **Cory Ritz** said he appreciates Mr. Hess's leadership in planning out the development of the remainder of that land. **Doug Anderson** said his concerns have been addressed. **Jim Young** said the proposal for the Mercedes dealership was a surprise to the City Council. He said while it is easy to be jaded by the brand of Mercedes-Benz, he believes each member of the Council took the time to think the proposal through. He likes the idea of limiting the zone to the specific footprint of the dealership itself. Overall, he believes it will have an enormously positive impact on the community with respect to economic development.

**Phil Holland** said that a site plan has not been created yet, but that the dealership will not come close to the proposed road. While they are fine with leaving off the undeveloped portion of their property from the rezone, they will need access to the road. **Dave Millheim** said that if the rezone is only for the footprint of the building, they will not have access to any roads, and so the CMU zone needs to be brought up to where the proposed road will be.

***Motion:***

**Jim Young** made a motion that the City Council rezone the property from LS to CMU effective only on approval of a site plan to ensure that the alignment of the minor collector (or the north extension of Lagoon Drive) is consistent with the goals and objectives of the General Plan, that the rezone be applicable only to that area being modified by the Mercedes-Benz site to the limits of the road on the upper alignment, and that the enabling legislation be modified to reflect the motion prior to the Mayor signing it.

**Doug Anderson** seconded the motion which was unanimously approved.

**Jim Young** said that Farmington is also a world class brand and wants the Schomp group to take that into account when naming their dealership.

**Findings for Approval:**

1. The zone designation of CMU may be consistent with the General Plan if the minor collector street follows a more northerly alignment.
2. Whether the related ZT change is approved or not, this property should be rezoned to match the general plan as per the "effective" language set forth in the motion above.

3. If the earlier, related ZT amendment is not approved, then this rezone will not take effect as the applicant will not be able to move forward with site plan approval, and the rezone does not take effect until the site plan is approved.

### **Miscellaneous Zone and Subdivision Text Amendments**

**Mayor Talbot** said many items on this list are cleanups. **Dave Millheim** recommended that Dave Petersen ask if there are questions to help streamline the meeting. **Dave Petersen** asked if there were any questions, which there were none.

*Mayor Jim Talbot opened the public hearing at 8:31 p.m.*

*Mayor Jim Talbot closed the public hearing at 8:32 p.m.*

### ***Motion:***

**Cory Ritz** made a motion that the City Council approve the proposed amendments to the Zoning and Subdivision Ordinances as set forth in the May 26, 2015 staff report inclusive of items A-L.

**Jim Young** seconded the motion which was unanimously approved.

**John Bilton** said even though the items on this list are all cleanups, some are significant. **Mayor Talbot** clarified that he had discussed the list with Dave Petersen earlier that day.

### **Findings for Approval:**

- a. The existing Section 11-10-040(8)(2) places too high of a requirement on accessory buildings for agricultural uses in zones designated for agriculture; this amendment provides a much more reasonable distance from public streets while still maintaining a buffer from agricultural uses
- b. Adding the definition for “residential facilities for the elderly” will give staff more clarity and codifies the limit at 16 beds, and formally defers to state code instead of arbitrarily relying on “staff interpretation.”
- c. Currently only allowing metes and bounds subdivisions in the residential and agricultural zones is far too limiting; this amendment allows a metes and bounds subdivision anywhere in the city where they make sense.
- d. Any property that currently has a gas pipeline traversing it is required to provide proof from the affected gas company in a letter, however, memorializing the pipeline company’s approval on the plat is far more beneficial than keeping such approval in the file as a letter.

- e. When staff amended Chapters 10, 11, and 12 of the Zoning Ordinance, we did consider than an alternative yield plan would be required for an alternative subdivision; this amendment addresses and corrects that oversight. And where lots may be reduced to 12,000 s.f. in size, the setbacks and lot width standards for larger lots are difficult to meet. The change makes siting of a home on such lots easier to do.
- f. This is a housekeeping item: the table wasn't updated to reflect the change of the M1 zone to the LM&B zone; this amendment makes this necessary change.
- g. While the Fire Department reviews all applications as part of the DRC process and as part of the Building Permit process in some instances, conditional use permits don't receive DRC approval and daycares don't require fire department review, just that they comply with state regulations. This amendment ensures that al CUP's and home occupations of this type receive fire department review.
- h. Currently, every sales office must receive Planning Commission approval as a temporary use; staff feels that this is unnecessary and should be handled administratively to lessen the amount of minor items on the PC agenda.
- i. This amendment clarifies the language in the definition chapter and makes the term far less ambiguous.
- j. Currently, the 600' requirement is being violated with every new subdivision that has a straight local road connecting to other straight local roads. As staff, we prefer connectivity and good circulation networks, making any straight road over 600' non-conforming or illegal doesn't make sense.
- k. This amendment is a housekeeping item: when Title 4 was amended to be Title 6, the zoning ordinance wasn't updated; this amendment corrects that staff oversight.
- l. Changing the setback requirement in the BP zone allows for more flexibility and for "bringing buildings to the street".

### **Compton Road (300 West) Street Remnant Vacation Request**

**Dave Petersen** said the City may have vacated a portion of the 300 West right of way to accommodate the construction of the home now owned by the Millers. It appears that a remnant portion of this right of way was never vacated. The previous owners extended and maintained landscaping in this area. The Millers are requesting the City vacate the area to them. Another adjoining property owner, Mr. Hatch, began to install some fencing, and is requesting the City vacate the area to him. These two options are on the table. A third option would be to divide it 50/50, but the City would have to consult with its attorney first. The fourth option would be to table it. If the City decides to vacate the area, an accurate, up to date survey would need to be obtained.

**Mayor Jim Talbot** opened the public hearing at 8:38 p.m.

**Joe Richardson**, 3448 South 100 West, Bountiful, Utah. He stated that he represents Mr. Hatch and is a land surveyor. He said that they agree with the staff report on both options A and B. They would like to take time to work things out.

**David Miller**, 901 North Compton Road, Farmington, Utah. He believes they need to work things out, but haven't really tried that yet. He met with several surveyors, who said if he

doesn't like a particular survey, he can obtain another one. He said he wants something concrete. He thinks it will be best to talk it out.

***Mayor Jim Talbot closed the public hearing at 8:41 p.m.***

**Doug Anderson** said he supports the two owners talking things out.

***Motion:***

**Cory Ritz** made a motion that the City Council table this to allow the property owners time to work things out between them based on their combined request, to allow staff time to obtain the information needed to make a better decision, and that there be no further construction on the fence until the matter is worked out.

**John Bilton** seconded the motion which was unanimously approved.

**NEW BUSINESS:**

**Discussion regarding Adding Non-City Entities to URMMA**

**Paul Johnson**, 502 E. 770 N. Orem, Utah. He represents URMMA- Utah Risk Management Mutual Association. He received a request from a special services district in Southern Utah to have URMMA insure them. The founding documents only allow municipalities, not special service districts. He is visiting all City Councils to gauge each City's interest in allowing this special services district to join URMMA. In order to amend the interlocal agreement, all cities must agree to it. He is unsure if the special service district (surrounding the city of Enterprise, which is a member) can afford it. The pros are that as long as they agree to the contract, it is good to expand with relatively low risk. Special services districts generally provide one service, and are generally good at what they do. The Board of Directors would be able to select any new applicant and would thoroughly vet them and their loss history and culture in order to see if they would be a risk management oriented entity. One potential for financial impact on Farmington would be that if a loss will increase one member's premium by 25% or more, then all cities share the cost. One con is that reserves could potentially be impacted, but the chances of that are not great. URMMA wouldn't let any entity in that doesn't buy into the URMMA philosophy. He asked if there were any strong objections.

**Mayor Talbot** said the Council discussed the matter during the work session. The City is not opposed to them growing their business, as long as they are being careful and confident and understanding risk. He asked if anyone on the Council opposes and what their reasons are. He also asked if Farmington was one of the first or the last cities. **Paul Johnson** added that Farmington is the last City he is visiting, and that there has been no opposition. **Dave Millheim** said there has been internal discussion about keeping URMMA vibrant and strong in relation to the competition. He asked if 19 cities really need to sign off on changes, giving

one city veto power. There are 2-4 cities who carry the weight, and the ripple effects of losing one of those cities would be great. If the charter is getting in the way, it needs to be reconsidered. **Paul Johnson** said that Dave Millheim will have the opportunity to voice his concerns as a respected board member.

### **Clark and Park Lanes Connection**

- **Chad Boshell** was asked to look at the feasibility of reopening the intersection of Park and Clark Lanes. He said that staff does not recommend it. He stated that the cost estimates included in the packet are close estimates, not bid items. The City owns the majority of the right of way, but would have to purchase additional right of way for the westbound lane. **Dave Petersen** said if the City waits until the land is developed, it could be considered a project cost and rolled into the project plan. **Mayor Talbot** said that since the City has maintained the right of way, it is still an option in the future. **Chad Boshell** said the City can't ever give up right of way due to the number of utility lines going through Clark Lane. He also said the City will put in the paved trail that was discussed early on later this summer. **Doug Anderson** asked who will be developing that parcel of land, and what they are building. **Dave Millheim** said the City will be talking part in discussions with the developer on Thursday. **Cory Ritz** said that a significant number of residents have asked him about reopening the road. He would vote against permanently closing the connection. He said that he thinks the roundabout has flaws that will become more evident as the surrounding land is developed. **Chad Boshell** said it will be a 2 lane roundabout once the 4 surrounding property owners all develop their property. **Cory Ritz** said he is concerned that it has a fairly small radius, and feels there will be ongoing issues with it. **Mayor Talbot** said he agrees with Cory, and likes that we can pursue the connection in the future. **Chad Boshell** said he has noticed a few potential improvements on the County side, and will reach out to them. **Cory Ritz** said that would resolve many of his concerns. **Mayor Talbot** asked if a motion was needed for this item. **Dave Millheim** said that the record needs to show that the item was brought back to the Council, and that it will be held in abeyance for the time being, with the option to reconnect still available in the future.

## **SUMMARY ACTION**

### **Minute Motion Approving Summary Action List**

1. Farmington Creek Estates III Memo of Understanding
2. Taylor Minor Subdivision Final Plat
3. Approval of City Council Minutes from May 5, 2015
4. Football Fees
5. Ratification of Approval of Storm Water Bond Log
6. 350 East Storm Drain Consultant

## 7. Park Impact Fee Analysis

### ***Motion:***

**Jim Young** made a motion to approve the items on the Summary Action List 1-7.

**Cory Ritz** seconded the motion which was unanimously approved.

## **GOVERNING BODY REPORTS:**

### **City Manager – Dave Millheim**

1. The Executive Summary for the Planning Commission meeting held on May 7, 2015
2. Fire and Police Monthly Activity Report for April
3. Building Activity Report for March

**Dave Millheim** reminded the City Council that the meeting schedule has been changed. There will be no City Council meeting on June 2. Council meetings will be held on June 16, June 30, and July 14. The Council will be back to the normal meeting schedule on the first Tuesday in August. **Doug Anderson** asked Holly to make sure to update the website with those dates, because he received a call from a Scout Troop that had tried to attend a meeting based on what was on the website, which was not updated. **Mayor Talbot** stated that he will be gone for the July 14<sup>th</sup> meeting.

### **Mayor Jim Talbot:**

- **Mayor Talbot** reminded the Council that the City's Festival Days are approaching the week following the 4<sup>th</sup> of July. He encouraged the Council to lend their help and participation and support. He also stated that the Miss Farmington pageant will be held on Saturday May 30<sup>th</sup>, at 7 pm at Davis High.

### **City Council Reports:**

- **Jim Young** said the one issue he had is being resolved with a park. A light has been out on a trail for some time, and it is being repaired.
- **John Bilton** had a question from a citizen regarding fire sprinklers, wondering if there is a distance element. **Dave Millheim** said it is 1000 feet, but there is a flexible set of rules. The City has been acting under its rules, but because of how the State's original fire sprinkler enabling legislation was crafted, the City can't repeal it at local level. He said it is not good policy for the state to create rules for local control issues. If the citizen needs specifics, they can talk to the fire chief.

- **Cory Ritz** said he had several items. 1: He received an irate phone call regarding the charter school watering during a rainstorm. He thinks it would be good for the City to exercise authority to encourage the school district to be more careful and water wise. 2: He observed that the Avenues at Station Park triangle development put out construction fencing, and a few days later he noticed that the Cabela's site had fencing as well, and thinks it is a good idea He thinks the City should continue requiring it from a safety and liability standpoint. 3: Concern has been raised over the number of apartments going in, and he wants to look at the City's impact fee structure as it relates to multi-family housing/high impact properties. **Dave Millheim** specified that the concern is regarding the fees being properly structured based on relative cost for use of City services. **Cory Ritz** said the City is being impacted over and above what it is being compensated for with the fees. 4: He said the last several DRC minutes have noted Symphony Homes and the drainage issues in the Chestnut Farms development. He expressed specific concern over potential damage to drains the City has just installed, as well as damage to adjoining properties from overflowing detention basins, etc. If Symphony is not being a good steward, he wondered if the City needs to shut them down. **Dave Millheim** said he would follow up on it.
- **Doug Anderson** said that Farmington Junior High recently got a new basketball coach. He wants to host a basketball camp to raise money for the program, and wondered if they can advertise for it in newsletter. **Dave Millheim** said the policy would have to change for the newsletter. The City receives 3-4 requests from schools to advertise in the newsletter per year. He said that schools have their own ability to communicate. The City newsletter will advertise for non-profit events that specifically relate to City functional business. **Mayor Talbot** asked about advertising on the website. **Dave Millheim** said it is the same policy. The City tries to keep the newsletter and website sacred for City business. 2: Coach Downs, who was the first coach at Farmington Junior High when they originally opened, is retiring in January. He thinks it would be nice to do a presentation to thank him for his service. **Mayor Talbot** said the City could do a special interest article on him in the newsletter. 3: He received an email from a citizen in the Ranches expressing concern over 3 recent diagnoses of cancer in the neighborhood, as well as several other deaths/previous diagnoses. The citizen was wondering if the City can look at the water, mosquito abatement, etc. **Jim Young** said the County Health Department can look at epidemiology, etc. **Dave Millheim** said he will get the contact information for the County for Doug to pass along.

## ADJOURNMENT

### *Motion:*

At 9:31 p.m., **Mayor Talbot** made a motion to adjourn the meeting. **Doug Anderson** seconded the motion which was unanimously approved.

**Holly Gadd**, City Recorder  
Farmington City Corporation

DRAFT



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: June 9, 2015

SUBJECT: **RESOLUTION AMENDING THE CONSOLIDATED FEE  
SCHEDULE RELATING TO FOOTBALL FEES AND SANITARY  
SEWER**

### RECOMMENDATION

Approve the attached Resolution amending the consolidated fee schedule regarding football fees and sanitary sewer.

### BACKGROUND

In May the City Council approved the increase in football fees to help cover the costs of the equipment replacement program to keep our equipment up to date and in good condition for players' safety. A Resolution needs to be passed to amend the consolidated fee schedule reflecting the new rates.

The Sewer District is raising their prices. The City collects the fees for the Sewer District, therefore an amendment needs to be made to our consolidated fee schedule reflecting the new rates.

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 RELATING TO FOOTBALL FEES AND SANITARY SEWER**

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 help cover the growing costs of official fees and affiliation fees for football and the increase in sewer rates.

**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 increase the fees for sanitary sewer as follows:

**D2. Sanitary Sewer**

Single family residential units and individually metered dwelling units .....\$22  
Multiple residential units having a common meter commercial & Non-residential units .....\$39

**E3. Parks & Recreation Facilities Use Fees**

<u>Football</u>	<u>Resident</u>	<u>Non-Resident</u>
	\$175	\$210

(Includes \$50 deposit for equipment)

**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 16<sup>TH</sup> DAY OF JUNE, 2015.**

FARMINGTON CITY

ATTEST:

\_\_\_\_\_  
Holly Gadd  
City Recorder

By: \_\_\_\_\_  
H. James Talbot  
Mayor



# 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: Eric Anderson, Associate City Planner

Date: June 5, 2015

SUBJECT: **VILLA SUSANNA FINAL PUD MASTER PLAN AND FINAL PLAT**  
Applicant: **Alan Bruun/Frank McCullough**

### RECOMMENDATION

Move that the City Council approve the enclosed Final Plat and Final PUD Master Plan for the Villa Susanna PUD, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The front steps on Main Street shall be preserved in coordination with staff approval;
2. Public improvement drawings, including a grading and drainage plan, shall be reviewed and approved by the Farmington City Public Works, City Engineer, Storm Water Official, Fire Department, Central Davis Sewer District and Benchland Water;
3. The property owner will work with the City traffic engineer to take all reasonable safety precautions that could be placed on 1400 North from the common access drive of the Villa Susanna subdivision.

### Findings for Approval:

1. The proposed Final Plat submittal is consistent with all necessary requirements for a Minor (Final) Plat as found in Chapter 5 of the City's Subdivision Ordinance.
2. The proposed Final PUD Master Plan is consistent with all necessary requirements for a PUD Master Plan as found in Chapter 27 of the City's Zoning Ordinance.
3. The motion ensures that the buildings will appropriately front Main Street and 1400 North and not compromise the appearance of the corridor.
4. By preserving the steps, an historical reminder will remain of the church that existed on the site, this meets the goals of the General Plan.

### BACKGROUND

The applicant's initial proposal was for a three lot conventional subdivision at the above described property. Mr. Bruun did so because he did not want to establish an HOA, nor maintain common area. Under this conventional scenario, the homes on the three lots must face front (or in this case they must face Main Street or 1400 North Street) in order to comply with City ordinance; therefore, the applicant

asked to make the rear and/or sides of the dwellings look like the fronts. After the Planning Commission's recommendation for schematic plan approval on September 17, 2013, staff determined it could not consider the "backs" as "fronts" due to the number of landscape treatments, or lack thereof, along Main Street (i.e. walls exceeding 4 feet in height, no access to "front" doors from the street, etc.). This was reported to the City Council before the public hearing on October 1, 2013. The applicant also realized that a PUD did not need to be as restrictive as first thought. The Council granted schematic plan approval but directed the applicant to pursue a PUD if he desired to front the homes inward to a common drive.

The applicant received approval of the Preliminary PUD Master Plan with the following 6 conditions:

1. The developer shall record a reciprocal access easement common to all three lots at least 20' in width, this must also be shown on the final plat;
2. Final building elevations and landscaping plan/common area layout shall be reviewed and approved by the Planning Commission and City Council concurrent with the consideration of the Final (PUD) Master Plan and Final Plat for the PUD;
3. The front steps on Main Street shall be preserved;
4. Public improvement drawings, including a grading and drainage plan, shall be reviewed and approved by the Farmington City Public Works, City Engineer, Storm Water Official, Fire Department, Central Davis Sewer District and Benchland Water;
5. The property owner will work with the City traffic engineer to take all reasonable safety precautions that could be placed on 1400 North from the common access drive of the Villa Susanna subdivision.
6. The decorative wall will blend with the current landscaping and will be maintained throughout time.

Conditions 2, 3, 4, and 5 are either ongoing (and have therefore been kept as conditions for approval tonight), or are part of the final PUD master plan approval. Conditions 1 and 6 have been met to staff's satisfaction. The final building elevations and landscaping plan have been included for your review tonight.

#### Supplemental Information

1. Vicinity Map
2. Final Plat
3. Final PUD Master Plan
4. Landscaping and building elevations

#### Applicable Ordinances

1. Title 12, Chapter 5 – Minor Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 11 – Single Family Residential Zones
4. Title 11, Chapter 27 – Planned Unit Developments

Respectfully Submitted



Eric Anderson  
Associate City Planner

Concur

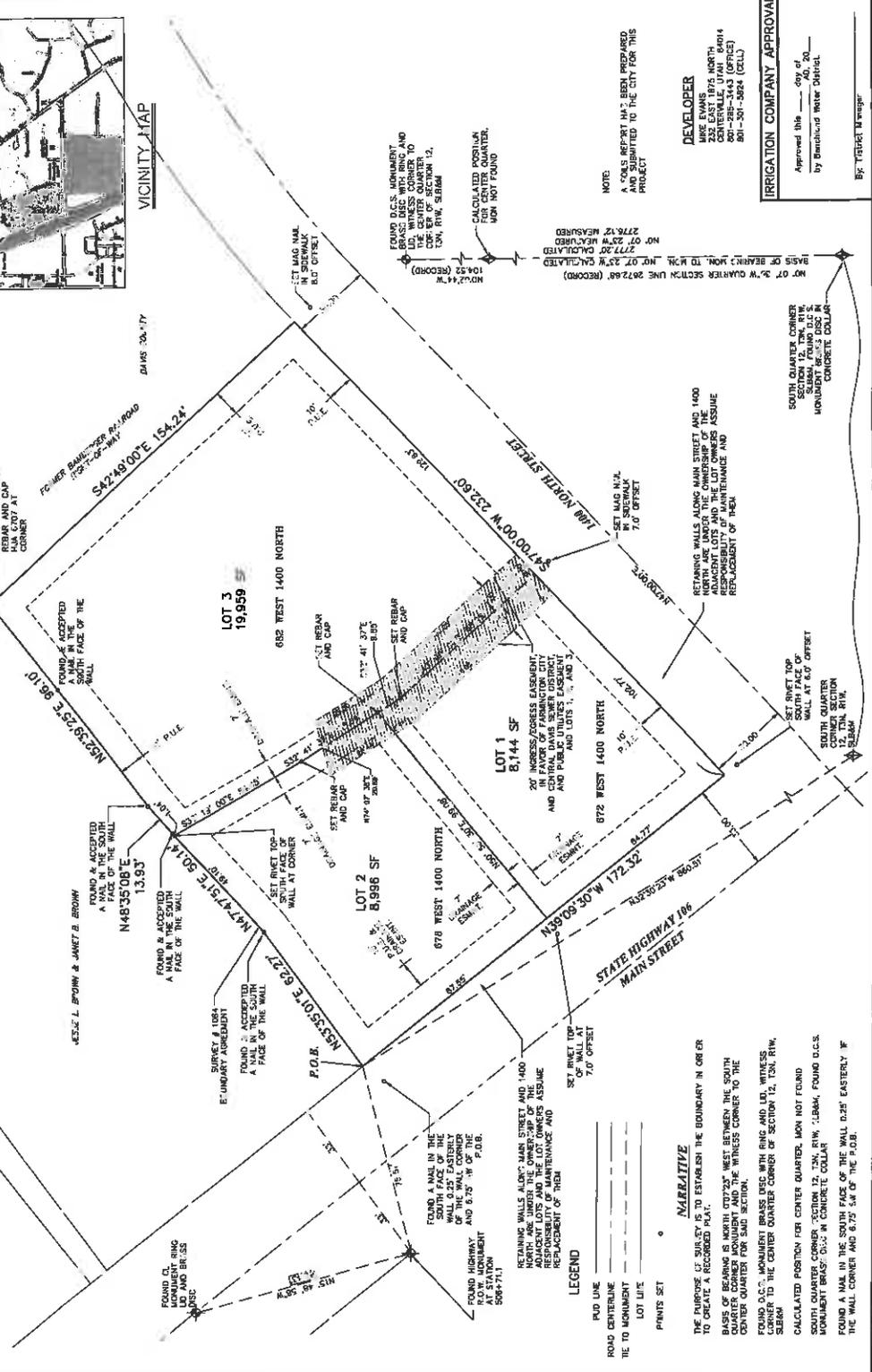


Dave Millheim  
City Manager



**VILLA SUSANNA (PUD)**  
A PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER SECTION 12, T3N, R1W, SLB&M  
FARMINGTON CITY, DAVIS COUNTY, UTAH  
MAY 2015



**SURVEYOR'S CERTIFICATE**  
I, L. O. R. HILL, A REGISTERED LAND SURVEYOR HOLDING CERTIFICATE NO. 18985 AS PREScribed UNDER THE PROVISIONS OF THE UTAH LAND SURVEY ACT, HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED HEREIN AS VILLA SUSANNA PLANNED UNIT DEVELOPMENT, FARMINGTON CITY, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AS SHOWN ON THIS PLAN.

DATE: \_\_\_\_\_  
L. O. R. HILL

**DESCRIPTION**  
BEGINNING AT A POINT ON THE EAST LINE OF MAIN STREET SAID POINT BEING NORTH 32°02'23" WEST 730.51 FEET FROM THE "SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, S&L&M NORTH 00°23' WEST BETWEEN THE SOUTH QUARTER CORNER MONUMENT AND THE WITNESS CORNER TO THE CENTER QUARTER FOR SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, S&L&M AGREEMENT LINE NORTH 83°00'00" EAST 622.7 FEET, NORTH 47°47'51" EAST 501.4 FEET, NORTH 45°58'08" EAST 13.93 FEET, NORTH 82°29'29" WEST 172.38 FEET, NORTH 10°00'00" WEST 154.24 FEET, THENCE SOUTH 47°00'00" WEST 232.60 FEET, THENCE NORTH 39°08'30" WEST 172.38 FEET TO A POINT OF BEGINNING, CONTAINING 65.86 ACRES OR 4,509 SQUARE FEET.

**OWNER'S DEDICATION**  
I HEREBY DEDICATE TO THE PUBLIC THE IMPROVED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SURVEYED INTO PRIVATE UNITS, HEREAFTER TO BE KNOWN AS VILLA SUSANNA, PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAN AS INTENDED FOR PUBLIC USE.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**ACKNOWLEDGMENT**  
I, \_\_\_\_\_, CLERK OF SAID COUNTY, DO HEREBY PUBLICLY ACKNOWLEDGE THAT THE SIGNERS OF THE OWNER'S DECLARATION, WHO DULY ACKNOWLEDGED THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES MENTIONED HEREIN.

NOTARY PUBLIC: \_\_\_\_\_  
RESIDENCE: \_\_\_\_\_

**DAVIS COUNTY RECORDER**  
RECORDED # \_\_\_\_\_  
State of Utah, County of Davis,  
Recorded and filed at the request of \_\_\_\_\_  
Date \_\_\_\_\_ This \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Test: \_\_\_\_\_  
By: Record County Recorder



**IRRIGATION COMPANY APPROVAL**  
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_  
Irrigation District

**DEVELOPER**  
MIKE EVANS  
CENTREVIEW UTAH PARTNERS  
801-285-3443 (OFFICE)  
801-581-3864 (CELL)

**NOTE**  
A COALS REPORT HAS BEEN PREPARED AND SUBMITTED TO THE CITY FOR THIS PROJECT.

**CITY ATTORNEY'S APPROVAL**  
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by the Farmington City Attorney

**CITY ENGINEER'S APPROVAL**  
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by the Farmington City Engineer

**LEGEND**  
ROAD CENTERLINE  
TO MONUMENT  
LOT LINE  
PRINTS SET

**NARRATIVE**  
THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY IN ORDER TO CREATE A RECORDED P.L.U. TO BE KNOWN AS VILLA SUSANNA PLANNED UNIT DEVELOPMENT, FARMINGTON CITY, DAVIS COUNTY, UTAH. THE BASIS OF BEARING IS NORTH, POINTS BEING BETWEEN THE SOUTH QUARTER CORNER MONUMENT AND THE WITNESS CORNER TO THE CENTER QUARTER FOR SAID SECTION.

FOUND D.C.C. MONUMENT BRASS DISC WITH RING AND LID, WITNESS SURVEYOR TO THE CENTER QUARTER CORNER OF SECTION 12, T3N, R1W, S&L&M.

CALCULATED POSITION FOR CENTER QUARTER MONUMENT NOT FOUND SOUTH QUARTER CORNER SECTION 12, T3N, R1W, S&L&M. FOUND D.C.C. BRASS DISC WITH RING AND LID, WITNESS SURVEYOR TO THE CENTER QUARTER CORNER OF SECTION 12, T3N, R1W, S&L&M.

FOUND A NAIL IN THE SOUTH FACE OF THE WALL 0.25' EASTERLY OF THE WALL CORNER AND 6.75' EAST OF THE P.O.B.

**FOUND D.C.C. MONUMENT BRASS DISC WITH RING AND LID, WITNESS SURVEYOR TO THE CENTER QUARTER CORNER OF SECTION 12, T3N, R1W, S&L&M.**

**CALCULATED POSITION FOR CENTER QUARTER MONUMENT NOT FOUND SOUTH QUARTER CORNER SECTION 12, T3N, R1W, S&L&M. FOUND D.C.C. BRASS DISC WITH RING AND LID, WITNESS SURVEYOR TO THE CENTER QUARTER CORNER OF SECTION 12, T3N, R1W, S&L&M.**

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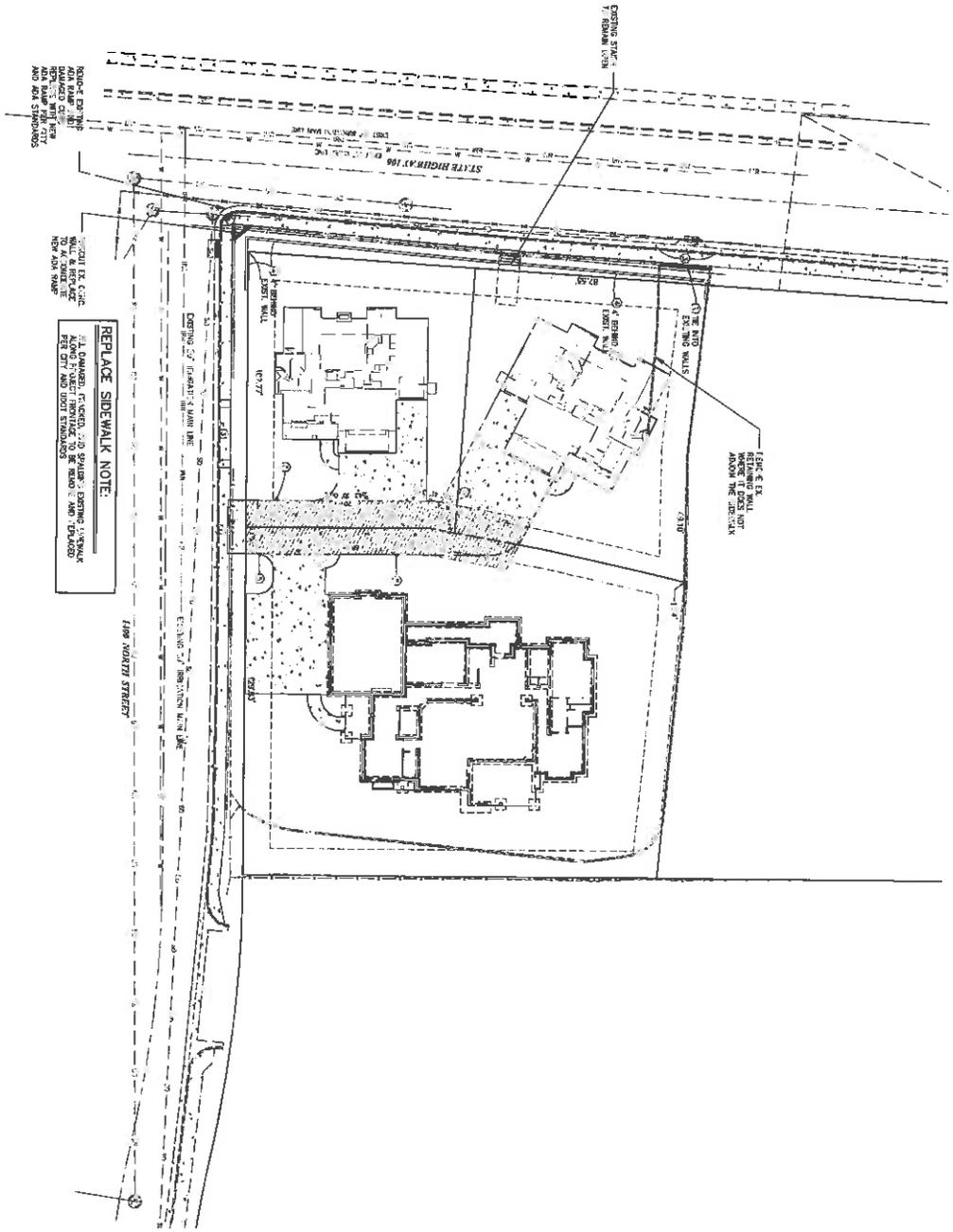
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**FOUND A NAIL IN THE SOUTH FACE OF THE WALL 0.25' EASTERLY OF THE WALL CORNER AND 6.75' EAST OF THE P.O.B.**

**HILL & ARGYLE, Inc.**  
Engineering and Surveying  
121 West 200 West, Suite P, Bountiful, Utah 84002  
(801) 984-0288 Home, (801) 288-9663 Fax  
14-328 PLAT MAY 2015

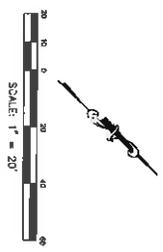


REMOVE EXISTING SIDEWALK AND REPAIR WITH NEW SIDEWALK AND ADA STANDARDS

REMOVE EXISTING SIDEWALK AND REPAIR WITH NEW SIDEWALK AND ADA STANDARDS

**REPLACE SIDEWALK NOTE:**  
 ALL SIDEWALKS TO BE REPLACED WITH NEW SIDEWALK AND ADA STANDARDS PER CITY AND LOCAL STANDARDS

REMOVE EXISTING SIDEWALK AND REPAIR WITH NEW SIDEWALK AND ADA STANDARDS



**KEYED NOTES**

- 1) NEW DEL. APPROVED PAVEMENT FOR PARKING AT CITY STATION
- 2) NEW SIDEWALK TOTAL
- 3) EXISTING SIDEWALK TO BE REMOVED AND REPLACED WITH NEW SIDEWALK AND ADA STANDARDS PER CITY AND LOCAL STANDARDS
- 4) NEW PAVED DRIVEWAY - 15% DUMP SION PER FARMINGTON CITY STANDARDS

**AREAS OF IMPERMEABLE SURFACE**

1152 SQ. FT. PAVING PAVS  
 1078 SQ. FT. TOTAL IMPERMEABLE SURFACE

**APPROVED FOR CONSTRUCTION**  
 DATE: \_\_\_\_\_  
 FARMINGTON CITY ENGINEER

DRAWN BY	DATE	11/11
CHECKED BY	DATE	9/16/11
APPROVED BY	DATE	
REV	DATE	
01	02/15/12	
02	02/29/12	
03	08/08/12	
04	08/08/12	

**VILLA SUSANNA A PLANNED UNIT DEVELOPMENT (PUD)**  
**FARMINGTON CITY**

1402 NORTH MAIN STREET  
 LOCATED IN THE SOUTH-EAST QUARTER SECTION 12, T3N, R1W, CL30M  
 FARMINGTON CITY, DAVIS COUNTY, UTAH

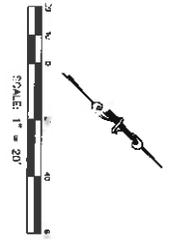
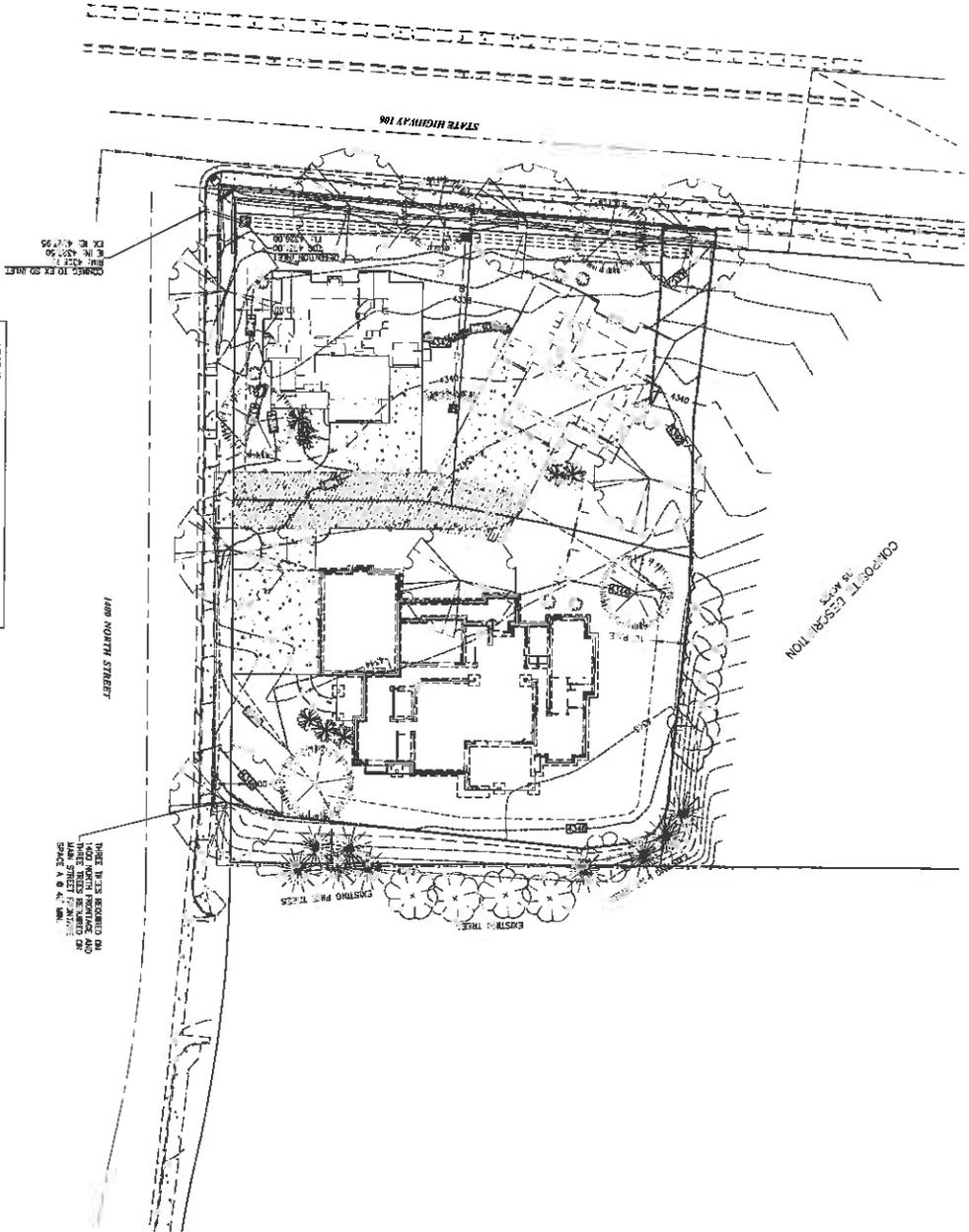


**HILL & ARGYLE, Inc.**  
 Engineering and Surveying  
 101 North 200 West, Suite #4, Bountiful, Utah 84002  
 (435) 232-2178 Fax: (801) 233-5685 Fax

APPROVED FOR CONSTRUCTION  
 BY FARMINGTON CITY ENGINEERS C.A.R.

LEGEND

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**VILLA SUSANNA A PLANNED UNIT DEVELOPMENT (PUD)**  
**FARMINGTON CITY**  
 1402 NORTH MAIN STREET  
 LOCATED IN THE SOUTHWEST QUARTER SECTION 12, T3N, R1W, E1P4M  
 FARMINGTON CITY, DAVIS COUNTY, UT, U.S.A.

**H & A HILL & ARGYLE, Inc.**  
 Engineering and Surveying  
 101 North 200 West, Suite 24, Farmington, Utah 84201  
 (435) 253-1719 Fax: (435) 253-1723







# 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: David E. Petersen, Community Development Director

Date: June 16, 2015

SUBJECT: **AGREEMENT AMENDMENT FOR STATION PARK  
REGARDING DRIVE UP WINDOWS**

### RECOMMENDATION

Approve the enclosed draft amendment to Development Agreement for Station Park provided that the amendment will only affect Area A as redlined on the draft, and subject to final review and critique of the document by the City Attorney.

### BACKGROUND

CenterCal desires to establish a Chick-fil-la abutting the road to the station in Area A of their development as illustrated on the attached drawing. Fast food restaurants with drive-up windows are only allowed as a conditional use along the outside periphery for such areas. The outside periphery for this area is Park Lane. Therefore, the applicant is requesting an amendment to the development agreement to allow consideration of such as conditional use without being located on the periphery.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

WHEN RECORDED, RETURN TO:

Station Park CenterCal, LLC  
Attn: Jean Paul Wardy  
1600 E. Franklin Avenue  
El Segundo, CA 90245

DRAFT

**AMENDMENT  
TO  
DEVELOPMENT AGREEMENT  
FOR STATION PARK**

**THIS AMENDMENT TO DEVELOPMENT AGREEMENT FOR STATION PARK** (the "Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_, 2015, by and among STATION PARK CENTERCAL, LLC, a Delaware limited liability company ("Developer"), and FARMINGTON CITY, a Utah municipal corporation (the "City"); Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

A. Developer and City entered into that certain Development Agreement dated as of January 26, 2007 (as previously amended, the "Development Agreement") relating to that certain 97 acre Project Site (the "Project Site") which is more particularly described in the legal descriptions attached hereto as Exhibits A-1 and A-2.

B. The Parties desire to amend certain provisions of the Development Agreement to clarify the use provisions of the Development Agreement.

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

1. Amendment to Conditional Use Provisions for Fast Food Establishments with Drive-up. The tables of conditional uses contained in the Development Agreement as Attachment 5 to the Project Management Plan in Development Agreement Exhibit B-1 and also in Development Agreement Exhibit C are hereby amended with respect to the fast food establishments with drive-up [Core] to delete the asterisks and references to "the periphery of the Property" on the use tables so as to not restrict fast food establishments with drive-up facilities to the periphery of the Property. ↪ in AREA A. ↪ in AREA A

2. No Further Amendments. Except as set forth above Exhibits attached hereto and except as may be necessary to conform to the changes set forth above and in the Exhibits attached hereto, the Development Agreement and its Exhibits shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, this Amendment to Development Agreement for Station Park has been executed by Farmington City, acting by and through the City Council of Farmington City, Davis County, State of Utah, pursuant to Ordinance No. \_\_\_\_\_, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

ATTEST:

FARMINGTON CITY,  
a Utah municipal corporation

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

STATE OF UTAH        )  
                                  :ss.  
COUNTY OF DAVIS    )

On the \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me Jim Talbot, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Jim Talbot acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

DEVELOPER:

STATION PARK CENTERCAL, LLC,  
a Delaware limited liability company

By: CENTERCAL, LLC,  
a Delaware limited liability company  
Its: Sole Member

By: CENTERCAL ASSOCIATES, LLC,  
a Delaware limited liability company  
Its: Member

By: \_\_\_\_\_  
Jean Paul Wardy, Member

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me Jean Paul Wardy, who being by me duly sworn, did say that as a member of CenterCal Associates, LLC he has signature authority for said LLC, a member of CenterCal, LLC, which CenterCal, LLC is the sole member of Station Park CenterCal, LLC, a Delaware limited liability company, and that the foregoing instrument was signed in behalf of said Station Park CenterCal, LLC, and acknowledged to me that said company executed the same pursuant to authority under or as authorized by its operating agreement or other proper authority.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

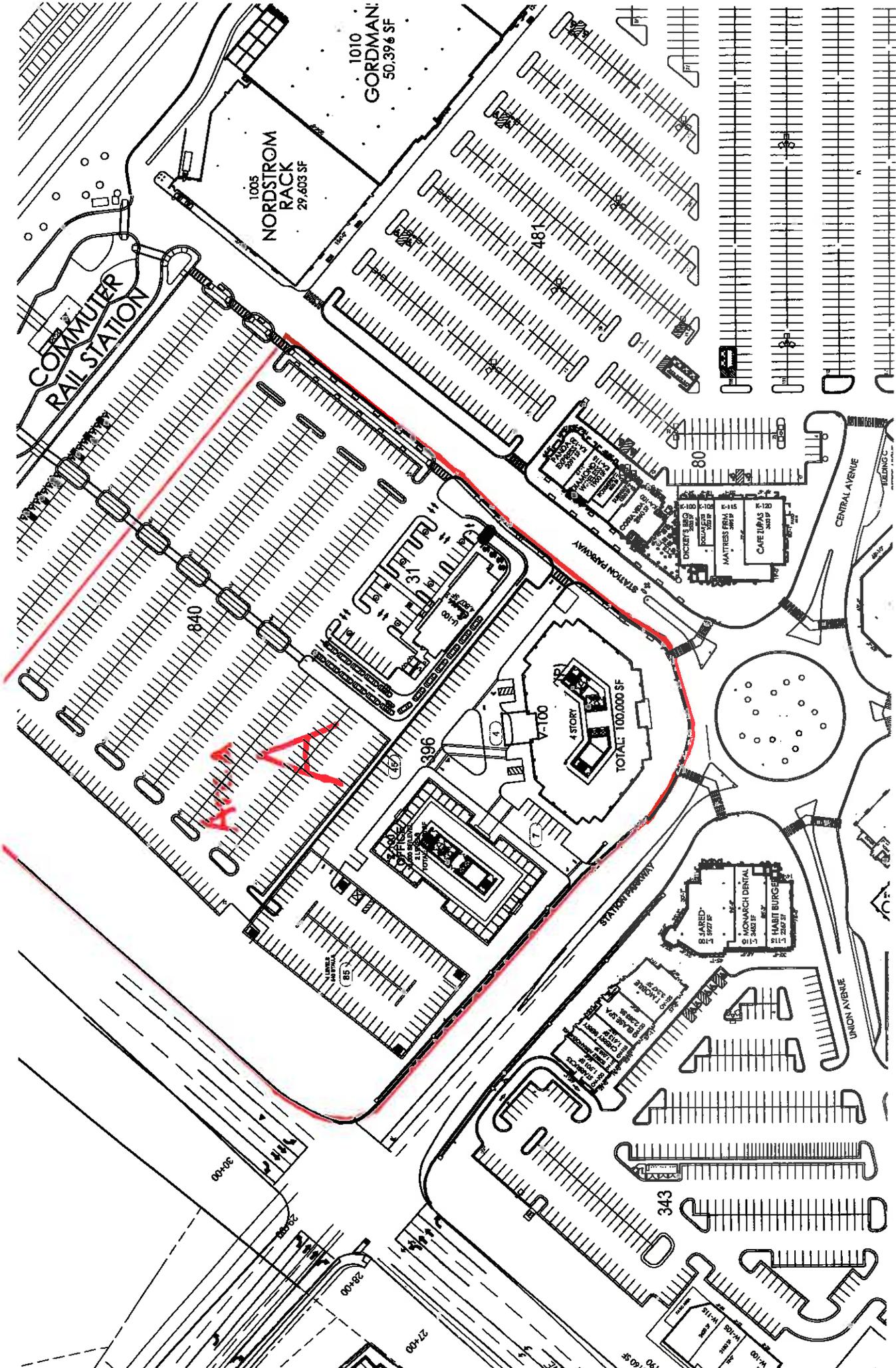
My Commission Expires:

\_\_\_\_\_

**EXHIBIT C**  
**(Allowed Uses)**

	AREAS				
	A	B	C	D	E
Schools and colleges over 65,000 square feet in size [Core]; over 75,000 square feet in size [Secondary, Tertiary]	X	X	0	X	X
Theaters over 65,000 square feet in size [Core]; over 75,000 square feet in size [Secondary]	X	X	X	X	X
Commercial fee parking lots [Core, Secondary]	X	X	X	X	X
Churches, synagogues, temples and other places of worship [Core, Secondary]	0	0	0	0	0
Fitness, recreation & entertainment facilities over 65,000 square feet in size [Core]; over 75,000 square feet in size [Secondary]	X	X	0	X	X
Financial and other businesses with drive-thru facilities [Core, Secondary, Tertiary]	X	X	0	X	X
Fast food establishments with drive-up [Core]	X*	X*	X*	X*	X*
Convenience retail with gasoline sales [Core]	0	X*	0	X*	X*
Laboratories [Core]	X**	X**	X**	X**	X**

X = the use is allowed within the Property
0 = Although the use is permitted under the Ordinance, the use is not allowed within the Property
[blank] = The use does not apply to the Property
* = The use is to be located on the periphery of the Property.
** = The use is allowed in conjunction with retail uses and medical/dental office and clinic uses.



1010  
GORDMAN:  
50,394 SF

1005  
NORDSTROM  
RACK  
29,603 SF

COMPUTER  
RAIL STATION

840

A

965

1874

1 STORY  
TOTAL 100,000 SF

DICKIE'S BROS.  
MATTRESS FIRM  
CARTERS

8 JARED  
9 MONARCH DENTAL  
11 HART BURGESS

CENTRAL AVENUE

UNION AVENUE

STATION PARKING

342

30400

28400

27400

190,140 SF

## CITY COUNCIL AGENDA

For Council Meeting:  
June 16, 2015

### **SUBJECT: City Manager Report**

1. Executive Summary for Planning Commission held on June 4, 2015
2. Monthly Activity Report for Fire
3. Cemetery Issues

**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

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: Eric Anderson, Associate City Planner

Date: June 5, 2015

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION HELD JUNE 4, 2015

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on June 4, 2015 [note: five commissioners attended the meeting—Chair Rebecca Wayment, Kent Hinckley, Brett Gallacher, and Alex Leeman. Brett Anderson and Heather Barnum were excused.

3. Jerry Preston (Public Hearing) – Applicant is requesting a recommendation for schematic plan and preliminary (P.U.D) master plan approval for the Residences at Farmington Hills (P.U.D) Subdivision consisting of 23 lots on 44.3 acres located at approximately 300 East between 100 and 400 North in an LR-F (Large Residential - Foothill) zone; and a recommendation to annex approximately 20 acres of the 44.3 acres of the proposed development with the zone designation LR-F. (S-8-15)

*The Planning Commission discussed the merits of this annexation, PUD, and schematic plan. There was a mixture of public input from both sides, those that opposed the development and those that were in favor. The majority of dissent referenced what happened in North Salt Lake and expressed concern over potential slides, dangerous fault lines, wildfires, and sloughing. However, the Planning Commission in the end recognized that the schematic plan was an administrative decision and met the ordinance, and the annexation and LR-F zone designation were inevitable as the surrounding zone is LR-F and the annexation area is on our annexation declaration area plan and could not go into Centerville or Fruit Heights.*

*The Planning Commission recommended that the City Council approve 1) the schematic plan, 2) the Preliminary (PUD) master plan, 3) the petition to annex 20 acres into Farmington City, and 4) a zone designation of LR-F related thereto, subject to all applicable Farmington City ordinances and development standards and the following conditions:*

1. *The 20 acres must be annexed prior to the City accepting any application for Final Plan and/or Final (PUD) Master plan.*
2. *All cut and fills shall meet the requirements of Chapter 30 of the Zoning Ordinance.*
3. *The City Engineer must approve any exception to the maximum street slope of 12%, but in no event shall any exception exceed 14% slope as per the ordinance.*
4. *The developer must work with the City Manager/City Council to acquire property now owned by the City within the proposed development.*
5. *The applicant must deed trail rights-of-way, for public access to the City for the Flag Rock Trail and the lower firebreak road trail, and these easements shall be shown on preliminary plat.*
6. *The applicant shall meet all requirements as set forth in Section 11-30-105 of the Zoning Ordinance.*
7. *The fire department shall review the plans and give a full report.*
8. *The applicant shall receive preliminary plat approval prior to the property being annexed.*
9. *Public works shall review all utility plans prior to or concurrent with preliminary plat.*
10. *Preliminary Plat shall be a public hearing.*

*Vote: 4-0*

4. Frank McCullough/Alan Bruun – Applicant is requesting a recommendation for final plat and final (P.U.D) master plan approval for the proposed Villa Susanna P.U.D Subdivision (3 lots) on .88 acres located at the northeast corner of 1400 North and Main Street in an LR-F zone. (S-14-13)

*Voted to recommend the final plat and final PUD master plan for approval as written in the staff report.*

*Vote: 4-0*

5. Farmington City (Public Hearing) – Applicant is requesting conditional use and site plan approval for a park on 10.6 acres of property located on the northeast corner of 1100 West and Glover Lane in an AE (Agriculture Estates) zone. (C-5-15)

*Voted to approve the conditional use and site plan as written in the staff report with the added conditions 5 and 6 as follows:*

*5- The location shall provide adequate utilities, transportation access, drainage, parking and loading space, lighting, screening, landscaping and open space, fire protection, and safe and convenient pedestrian and vehicular circulation.*

*6- There shall be no fence built on the northern boundary of the proposed park.*

*Vote: 4-0*

6. Bryce Thurgood / Castle Creek Homes - Applicant is requesting approval for the proposed Clark Lane Village design development consisting of a 140 unit apartment complex (7 apartment buildings total) on 12.95 acres of property located at approximately 650 West and Clark Lane in a TMU (Transit Mixed Use) Zone. (SP-7-15)

*Because the design development layout is identical to the site plan approved as part of the project master plan, staff requested that the final approval of all design development documents, including improvement and civil drawings.*

*Voted to approve the design development as written in the staff report, included as a condition for this approval is that all final approvals be delegated to staff.*

*Vote: 4-0*

Respectfully Submitted



Eric Anderson  
Associate Planner

Review & Concur



Dave Millheim  
City Manager



# Farmington City Fire Department

## Monthly Activity Report

### May 2015



#### Emergency Services

**Fire / Rescue Related Calls: 21**

*All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...*

**Ambulance Related Calls: 77 / Transported 35 (45%)**

*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): 4.4 Minutes GOAL 4 minutes or less (+.4 min.)**

**Urgent Fire Related Response Times (AVG): 7.6 Minutes GOAL 4 minutes or less (+ 3.6min.)**

#### PT Department Man-Hours (based on the following 28-day pay period May 1<sup>st</sup> and May 15<sup>th</sup>)

<b>Part-Time Shift Staffing:</b>	<b>1,216</b>	<b>Budgeted 1,364</b>	<b>Variance - 148</b>
<b>Part-Time Secretary:</b>	<b>80</b>	<b>Budgeted 80</b>	<b>Variance - 0</b>
<b>Part-Time Fire Marshal:</b>	<b>80</b>	<b>Budgeted 80</b>	<b>Variance - 0</b>
<b>Full-Time Captains:</b>	<b>N/A</b>	<b>48/96 Hour Schedule</b>	<b>Variances / Overtime + 20</b>
<b>Full-Time Fire Chief:</b>	<b>N/A</b>	<b>Salary Exempt</b>	
<b>Training &amp; Drills:</b>	<b>127</b>		
<b>Emergency Callbacks:</b>	<b>94</b>	<b>FIRE 19 Hrs. / EMS 75 Hrs. (YTD) 694</b>	
<b>Special Event Hours:</b>	<b>12</b>	<b>(YTD) 58</b>	
<b>Total PT Staffing Hours:</b>	<b>1,761</b>	<b>(YTD) 4,049</b>	

#### Monthly Revenues & Grant Activity YTD

<b>Ambulance (March):</b>	<b>Month</b>	<b>Calendar Year</b>	<b>FY 2015</b>
Ambulance Services Billed:	\$46,155.02	\$158,412.15 YTD	\$463,034.46
Ambulance Billing Collected:	\$26,313.69	\$88,536.72 YTD	\$241,002.50
<b>Variations:</b>	<b>-\$19,841.33</b>	<b>-\$69,875.43 YTD</b>	<b>-\$222,031.96</b>
Collection Percentages:	57.0%	55.9%	52.0%

## Grants / Assistance / Donations

### Grants Applied For:

<i>FireWise Education / Literature</i>	\$1,000	\$7,320 YTD
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### Grants / Funds Received / Awarded:

<i>EMS Rescue Task Force (RTF) Instruction Voucher</i>	\$2,000	\$2,000 YTD
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## Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	15	
Drill #2– URMMA – Harassment Training	60	Avg. Wednesday Night Drill Att.
Drill #3– Truck Ops – Roof Evolutions	30	FFD Personnel This Month: 16
Drill #4– EMS – Trauma / Davis North Hospital	22	

Other: Various Leadership & Operations via Internet	16	
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<b>Total Training / Actual Attended:</b>	<b>143</b>	<b>682 YTD</b>
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## Fire Prevention & Inspection Activities

Business Inspections:	4	
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Fire Plan Reviews & Related:	9	
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Station Tours & Public Ed Sessions:	12	53 YTD
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## Health, Wellness & Safety Activities

Reportable Injuries:	0	2 YTD
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Physical Fitness / Gym Membership Participation %	100%	
---	------	--

Chaplaincy Events:	2	
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## FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	0	2 YTD
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**Active FFD Committees:** Emergency Medical Services (EMS), Apparatus & Equipment, Rescue/Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

### **Additional Narrative:**

*Emergent EMS response times averaged 4.4 minutes and Emergent FIRE response times averaged 7.6 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). 45% of all Ambulance calls resulted in transporting patients to Hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. FFD successfully assisted Life Flight in transporting a critical patient from Logan to IMC, SLC as the flight team was forced to land in Farmington due to severe weather. FFD also assisted with the annual Safe Kids Safety Coalition Fair at the Legacy Fair Grounds with great attendance. Evening drills held throughout the month focused on Leadership development to include Workplace Harassment Avoidance, Truck / Roof Operations at Station Park, Trauma care and other NIMS compliant updates. As with last year, we encountered several personnel who ran out of hours due to the Obama Affordable Care Act (ACA), thus impacting our operational capabilities (ACA hours reset June 1<sup>st</sup>). The Davis County Sheriff's Office Dispatch Center is in the process of identifying new dispatch fees for all Fire Departments serviced. This process will inflate Farmington's costs due to our explosive growth and service demands – more to come in June.*

*Our new ladder truck is still awaiting final corrections and we anticipate in-service placement late June / early July.*

***Special Note:*** *I have attached a copy of a Major Incident Type Summary Report for May from our new software database.*

*Please feel free to contact myself at your convenience with questions, comments or concerns:  
Cell (801) 643-4142 or email [gsmith@farmington.utah.gov](mailto:gsmith@farmington.utah.gov)*

*Respectfully,*

Guido Smith  
Fire Chief

## **Proud Protectors of Your Life and Property – *Since 1907***



**Over 100 Years of Community Pride & Ownership!**

# Farmington City Fire Department

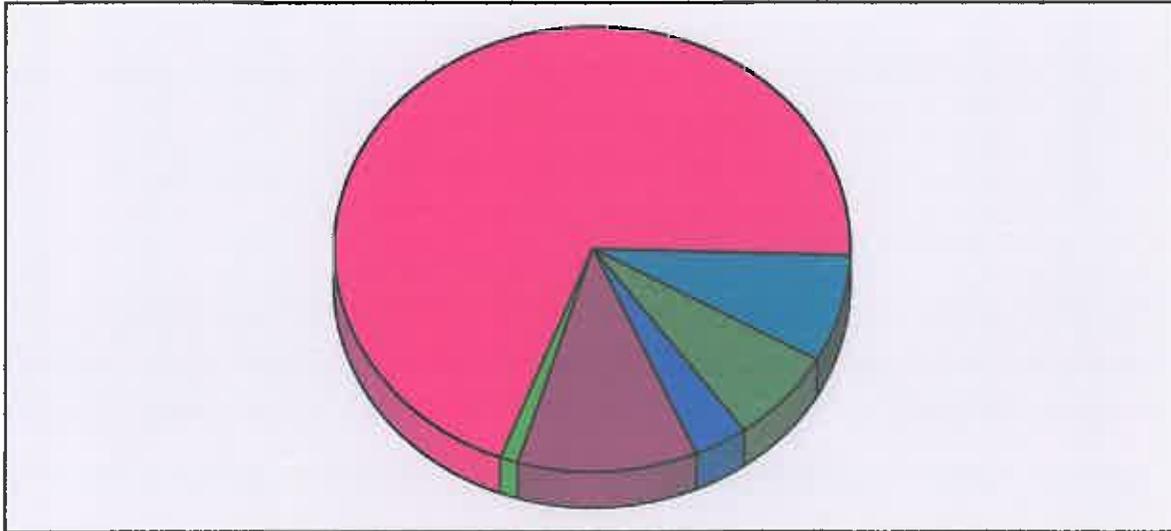
Farmington, UT

This report was generated on 6/5/2015 12:46:10 PM



## Major Incident Types by Month for Date Range

Start Date: 05/01/2015 | End Date: 05/31/2015



False Alarm & False Call	Hazardous Condition (No Fire)	Service Call
Fire	Rescue & Emergency Medical	Service Incident
Good Intent Call		

INCIDENT TYPE	MAY	TOTAL
False Alarm & False Call	6	6
Fire	3	3
Good Intent Call	10	10
Hazardous Condition (No Fire)	1	1
Rescue & Emergency Medical Service Incident	62	62
Service Call	7	7
<b>Total</b>	<b>89</b>	<b>89</b>

Only REVIEWED incidents included

Farmington City  
Cemetery

I should feel very remiss if I did not write and express my gratitude and thanks to any and all of those responsible for the care and keeping of the Farmington City Cemetery.

The cemetery has always been a special place for me since I was a very small child and would come to visit the graves of my pioneer relatives every Decoration Day/ Memorial Day and for other occasions. There are many relatives and friends of mine buried in the Farmington Cemetery and as of three years ago my dear husband is now buried there and it will be mine and other members of our immediate family's resting place in the future. I visit there often.

I, most sincerely, thank you for your care and keeping of this hallowed place. I have been there often enough to witness the work that goes into caring for a cemetery and and I must compliment you on the care taken in caring for this hallowed place. I have witnessed the preparation, more than one day, for Memorial Day. I have seen the mowing, the careful trimming, the cleaning and it is impressive and beautiful. I have need and do visit other cemeteries including Bountiful, Kaysville, Wasatch Lawn and others, but none are so well kept as Farmington. In addition the water availability is second to none. This Memorial Day was especially beautiful and I heard comments by many of how beautiful the Farmington Cemetery looked.

I have been one of the guilty ones in leaving things that must be picked up in the cleaning up after Memorial Day. When I inquired about it's pickup I was treated so kindly and even told where I may go that it may be found and sure enough there were other city folks who found it for me. Where can you find such service and caring, only in Farmington.

I enclose a small donation and asked that it be used for the cemetery or for those responsible for the cemetery wherever it may be of help. This is my home town and will always be a special place to me. Thank you so very much for all you do.

Very Sincerely,  
Chloe Jean Rice Thompson

A handwritten signature in cursive script, reading "Chloe Jean Rice Thompson". The signature is written in dark ink and is positioned below the typed name.

## CITY COUNCIL AGENDA

For Council Meeting:  
June 16, 2015

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

1. Planning Commission Appointments

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