

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 rules and fee structure for the new gym 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, November 3, 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

PUBLIC HEARINGS:

7:05 Local Consent for Coffee House Holdings, Inc. dba Starbucks for a Limited-Service Restaurant Liquor License

NEW BUSINESS:

7:10 Food Bank Donations

SUMMARY ACTION:

7:20 Minute Motion Approving Summary Action List

1. Gym Rules and Fee Structure
2. Implementation of Farmington Recreation Baseball
3. Approval of Minutes from City Council held October 20, 2015
4. Villa Susanna Improvements Agreement
5. Settlement Agreement with E&H Land LTD

GOVERNING BODY REPORTS:

7:25 City Manager Report

1. Executive Summary for Planning Commission held on October 22, 2015

2. Police and Fire Monthly Activity Reports for September
3. IESC Regional Meeting Request
4. Strategic Planning Date (Feb. 10) and Outline
5. Justice Court Update

7:35 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 29th day of October, 2015.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
November 3, 2015

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

It is requested that City Councilmember Doug Anderson give the invocation to the meeting and it is requested that City Councilmember John Bilton 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:
November 3, 2015

PUBLIC HEARING: Local Consent for Coffee House Holdings, Inc. dba Starbucks for a Limited-Service Restaurant Liquor License

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the Local Consent form for the State of Utah Limited-Service Restaurant Liquor License

GENERAL INFORMATION:

More information will be forth coming on this item.

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: Ken Klinker, Planning Department

Date: November 3, 2015

SUBJECT: **Local Consent For Coffee House Holdings, Inc. dba Starbucks #19032 for a Limited-Service Restaurant Liquor License**

RECOMMENDATION

1. Hold a Public Hearing as Required by City Code.
2. Approve the Local Consent form for the State of Utah Limited-Service Restaurant Liquor License

BACKGROUND

Coffee House Holdings, Inc. dba Starbucks #19032 is applying to the State of Utah for a Limited-Service Restaurant liquor license to allow them to sell beer, heavy beer, and wine at their site located at Station Park. In order to receive this license, they are required to get "Local Consent" from the local community. They have submitted the form for local consent which will be attached to their application to the state if approved by the Council.

Farmington City Ordinance Section 6-05-170 Local Consent Limited requires the issuance of an On-Premise Beer Retailer- Restaurant license from the City, which has been applied for. The application requires a copy of their Farmington Business License, contact information for corporate officials, a criminal background check (which will be deferred to the background check required by the State), evidence of proximity to any school, church, public library, playground or park, proof of insurance, authorization for police and other officials to enter the premises, and a floor plan showing where they will keep, store and sell liquor. The required information has been provided.

6-05-020 (q) states: "Restaurant" means a business location at which a variety of foods are prepared; at which complete meals are served to the general public; and that is engaged primarily in serving meals to the general public. 6-05-090(i) requires that an On-Premise Beer Retailer-Restaurant shall maintain at least seventy percent (70%) of its total restaurant business from the

sale of food, exclusive of service charge. According to DABC (Division of Alcoholic Beverage Control) coffee is considered food.

Respectfully submitted,



Ken Klinker
Planning Department

Review and Concur



Dave Millheim
City Manager

LIMITED-SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant; and (2) to authorize a variance reducing the proximity requirements

AUTHORITY: Utah Code 32B-1-202; 32B-5-201 through 203; 32B-5-205 and -206

Farmington City, City Town County
Local business license authority

hereby grants its consent to the issuance of a limited-service restaurant liquor license to:

Business Name (DBA): Starbucks #19032

Applicant Entity/Business Owner: Coffee House Holdings, Inc.

Location Address: 332 W. Union Ave., Farmington, UT 84025

Authorized Signature

Name/Title

Date

LOCAL CONSENT FOR PROXIMITY VARIANCE

In accordance with Utah Code 32B-1-202, the local authority also grants consent to a variance regarding the proximity of this establishment relative to a public or private school, church, public library, public playground, or park.

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408
DABC Local Consent (RL) 1/2012

Farmington City
Business Licensing
160 S. Main St.
Farmington, UT 84025

ON-PREMISE BEER RETAILER –
RESTAURANT
APPLICATION

Farmington City Licensing Division
Application Number _____

Restaurant (Beer Retailer)
License Fee \$300
Application Fee \$75

Ownership Information

1. Ownership Entity: Coffee House Holdings, Inc
Entity Type: Individual Partnership Corporation Limited Liability Corporation
2. DBA: (assumed name of business) Starbucks #19032
3. Business Address: 332 W. Union Ave. Farmington UT 84025
STREET CITY STATE ZIP
4. Mailing Address: Attn: Mailstop S-TAX2, PO Box 34442 Seattle WA 98124
(IF DIFFERENT) STREET CITY STATE ZIP
5. Business Phone: 801-451-4991 Fax: _____ Other/Office: _____
susan.johnson@stoel.com,
6. Contact person: Susan Johnson, Christjanna Mirgo Phone: 206-386-7684, 206-689-8756 Email: christjanna.mirgon@stoel.com
7. Manager: Jacob Weber Phone: 801-451-4991 Email: S19032@retail.starbucks.com
8. Other alcoholic beverage licenses currently or previously held by applicant/entity/principals: Coffee House Holdings, Inc. operates restaurants throughout the United States and holds valid liquor licenses in each jurisdiction in which it operates with service of alcoholic beverages.

Business / Property Information

9. Date opened for business (projected): 05/03/2013 Days / hours of operation: _____
Monday-Wednesday 5:00AM-9:00PM, Thursday-Saturday 5:00AM-10:00PM, Sunday 6:30AM-8:30PM
11. Business tax, withholding, identification numbers: 27-0214501
Utah Sales Tax 14066433-002-STC Federal Taxpayer Identification _____
12. Square footage: 1659 Seating/dining capacity: 40 # of parking stalls: 33
13. Owner of real property & building (lease holder):
Name: Station Park CenterCal, LLC Address: 1600 East Franklin Avenue
Phone: (801) 451-5993 City, State, Zip: El Segundo, CA 90245
14. Proximity: List any private or public schools, churches, public libraries, public playgrounds, parks or educational facilities (nursery school, infant day care center or trade/technical school) located within 600 feet pedestrian travel or 200 feet straight line
None.

15. Ownership / Management

List individuals; managers; partners; corporate officers; any stockholder owning 20% of the corporation, employees appointed to manage or direct operations

Criminal history background check must be submitted on each person listed. See instructions for list of documents required. US Citizen – if "no" provide residency status in Section 17. Use additional sheets if necessary.

Name	Complete home address (include city, state, zip code)	Position Social Security Number	Date of Birth (DDMMYY)	Percent Owned	US Citizen Y / N
	See attached list				

16. Residency Status (list and attach proof of residency status for all individuals in Section 15 who ARE NOT US Citizens):

N/A

17. Criminal Offenses: (list all criminal offenses other than minor traffic offenses of which you or any person listed in Section 15 have been convicted or pending criminal charges (name, criminal offense, date of conviction – use additional sheets if necessary))

N/A

Applicant qualification requirements for the issuance of a beer license from the City shall be the same as the applicant requirements set forth in Utah Code Ann. 32B-1-304, as amended, regarding applicant requirements for the issuance of a State license. The City shall not issue a beer license to any person who has been convicted of any of the crimes enumerated therein or fails to meet the qualifications set forth by ordinance. The City may immediately suspend or revoke a beer license in accordance with the provision, procedures and grounds set forth in Section 32B-1-304, as amended. All applicants for a beer license shall also meet the age restrictions set forth in Utah Code Ann. 32B-1-304, as amended, prohibiting the issuance of a license to a minor

By signing below, the applicant attests that the information contained in this application is true and correct

Applicant/Owner of Business

10/15/15
Date

Angie Hagelthorn
Authorized Signature

SECRETARY
Title/Position

State of Washington
County of King

Subscribed and sworn before me this day 15th of October, 2015

Linda M. Lawson

Notary Public
LINDA M. LAWSON
MY APPOINTMENT EXPIRES: 5-9-16



Coffee House Holdings, Inc.

First	Last	Home Address	Title	SSN	Date of Birth	Percent Owned	US Citizen
Sophie	Hager	6227 51st Avenue N.E., Seattle, WA 98115	Vice President/Secretary	073-58-5852	5/9/1960	0	Yes
Michael	Hume	5450 East Mercer Way, Mercer Island, WA 98040	Senior Vice President	545-96-0302	11/7/1953	0	Yes
Sara	Malanga	1512 Arboretum PL E, Seattle, WA 98112	Senior Vice President	498-88-7846	10/23/1974	0	Yes
Ciarice	Trilling	10 Brook Bay Rd., Mercer Island, WA 98040	President	550-37-7554	9/6/1960	0	Yes
Andrew	Turner	603 Klickitat PL NE, Bainbridge Island, WA 98110	Vice President/Treasurer	537-84-2729	4/29/1970	0	Yes
Susan	Wolff	414 Malden Ave. E, Unit C, Seattle, WA 98112	Asst. Secretary	538-70-4176	1/25/1963	0	Yes
Stephanie	Johnson	1923 Dumas Circle NE, Tacoma, WA 98422	Asst. Secretary	539-08-9869	11/3/1975	0	Yes
Linda	Meier	531 Timber Creek DR NW Issaquah, WA 98027	Vice President	385-72-2108	11/1/1967	0	Yes
Jacob	VanGosen	1055 North 675 West West Bountiful, UT 84087	Store Manager	519-21-3466	7/31/1977	0	Yes
	Weber						

**On-Premise Beer Retailer –
Restaurant**

Right to Enter Premises

Licensee shall permit any authorized representative of the Commission, City, law enforcement or health department unrestricted right to enter the premises of the licensee.

AUTHORITY: Farmington City Municipal Code 6-05-040(h)(3)

Coffee House Holdings, Inc.

Applicant Enters or Business Owner

_____ hereby grants it consent to any authorized representative of the Commission, City, law enforcements or health department unrestricted right to enter the premises of the following:

Business Name (DBA): Starbucks #19032

Location Address: 332 W. Union Ave, Farmington, UT 84025

Sophie Hager Hume
Authorized Signature

SOPHIE HAGER HUME
Name/Title SECRETARY

10/15/15
Date

Please read and acknowledge by signature below

6-05-090. On-Premise Beer Retailer - Restaurant.

(a) On-Premise Beer Retailer – Restaurant. The City is authorized to license and regulate the retail sale of beer for on-premise consumption in accordance with and subject to the restrictions of the Utah Alcoholic Beverage Control Act, including, but not limited to, *Utah Code Ann.* §§ 32B-6-704, *et seq.*, as amended. An On-Premise Beer Retailer – Restaurant license issued by the City shall authorize the licensee to sell beer on the licensed premises for on-premise consumption, in accordance with applicable provisions of this Chapter and State law. Only bona fide restaurants shall be entitled to an On-Premise Beer Retailer – Restaurant licenses.

(b) State and Local License Required. Before a restaurant may sell beer at retail for on-premises consumption, it must first obtain an On-Premise Beer Retailer - Restaurant license from the City and the required State license from the Utah Alcoholic Beverage Control Commission. Issuance of the On-Premise Beer Retailer - Restaurant license by the City shall be deemed local consent for the issuance of a State Beer-Only Restaurant License. Pursuant to *Utah Code Ann.* § 32B-6-704, as amended, the suspension or revocation of a licensee's State license shall automatically prohibit the licensee from continuing to operate under the City license.

(c) Operational Restrictions. An On-Premise Beer Retailer - Restaurant licensee shall comply with the general provisions and restrictions set forth in *Utah Code Ann.* § 32B-6-901, *et seq.*, as amended, regarding licensing and operational requirements for beer-only restaurant licenses, and applicable provisions of *Utah Code Ann.* § 32B-5-301, *et seq.*, regarding operational requirements for on-premise retailer licensees. A person granted an On-Premise Beer Retailer - Restaurant license from the City and staff of the licensee shall comply with all of the conditions and requirements set forth herein. The provisions of State law referenced in this Section are adopted by reference as if fully set forth herein.

(d) Location Restrictions. Except as otherwise provided in Subsection (e), the premises of an on-premise beer retailer license may not be located within six hundred (600) feet of a community location as measured from the nearest entrance of the outlet by following the shortest route of ordinary pedestrian travel to the property boundary of community location or within two hundred (200) feet of a community location measured in a straight line from the nearest entrance of the proposed beer retailer premises to the nearest property boundary of the community location.

(e) Variance. The City Council may approve or give written consent to the Commission to authorize a variance to reduce the proximity requirements of Subsection (d) in accordance with the procedures and criteria set forth in *Utah Code Ann.* § 32B-1-202, as amended.

(f) Alcohol Training and Education. The following persons shall be required to have a valid record that the individual completed an alcohol training and education seminar in accordance with the provisions of *Utah Code Ann.* § 32B-5-403, as amended: any individual who manages operations at the licensed premises for consumption on the licensed premises; any individual who supervises the furnishing of a beer to a patron for consumption on the licensed premises; or any individual who serves a beer to a patron for consumption on the licensed premises. The City may immediately suspend the license of an On-Premise Beer Retailer – Restaurant licensee if any of the individuals set forth herein fail to complete an alcohol training seminar as required by law.

(g) Container Restrictions. An On-Premise Beer Retailer – Restaurant licensee shall not sell, offer for sale, or furnish beer for on-premise consumption in a size of container that exceeds two (2) liters or to an individual patron in a size of container that exceeds one (1) liter.

(h) Hours of Sales. Hours for beer sales for on-premise beer retailers is governed by State law, pursuant to which the hours of sale are from 11:30 a.m. until 1:00 a.m.

(i) Total Business Sales. An On-Premise Beer Retailer – Restaurant shall maintain at least seventy percent (70%) of its total restaurant business from the sale of food, exclusive of service charge.

(j) Records. All holders of an On-Premise Beer Retailer - Restaurant license shall maintain records separately showing quarterly expenditures and sales for beer and food. Each licensee shall retain all invoices, vouchers, sales slips, receipts and other records disclosing all expenditures and purchases from all suppliers. Such records shall be maintained in accordance with provisions of *Utah Code Ann.* § 32B-5-302, regarding on-premise beer retailer record requirements. Such records shall be available for inspection and audit by the City or its representatives and maintained for a period of three (3) years. Failure to properly maintain such records for inspection and audit shall be cause for revocation of the On-Premise Beer Retailer - Restaurant license.

(k) Restaurant Business Percentages. If any inspection or audit discloses that the sales of food are less than seventy percent (70%) for any quarterly period, the City shall immediately put the licensee on a probationary status and closely monitor the licensee's food sales during the next quarterly period to determine that the licensee is able to prove to the satisfaction of the City that the sales of food meet or exceed seventy percent (70%). Failure of the licensee to provide satisfactory proof of the required food percentage within the probationary period shall result in issuance of an order to show cause by the City to determine why the license should not be revoked by the City.

(l) Compliance. Each person granted an Off-Premise Beer Retailer - Restaurant license and the staff of such licensee shall abide by the conditions and requirements set forth in this Chapter and State law requirements. Failure to comply may, in addition to criminal or civil penalties, result in suspension or revocation of the license or other disciplinary action taken against individual staff.

Angela Hume
Authorized Signature

SECRETARY
Name/Title

10/15/15
Date



Farmington City
160 South Main
Farmington, UT 84025

BUSINESS LICENSE

LICENSE NO.: 1833

DATE ISSUED: 01/01/2015

EXPIRATION DATE: 12/31/2015

The below named person or firm is hereby granted a license to do business in Farmington City, Utah, subject to provisions of City Codes, and applicable state or federal regulations.

NAME:

Starbucks Coffee #19032

PO Box 34442-TAX2
Seattle WA 98124

THIS LICENSE IS NOT TRANSFERABLE

BUSINESS LOCATION:

332 West Union Avenue

BUSINESS DESCRIPTION:

Retail/ Cafe

Commercial

Owner: Starbucks Corporation

CITY RECORDER

COFFEE HOUSE HOLDINGS, INC.

Entity Number: 9454224-0143

Company Type: Corporation - Foreign - Profit

Address: 2401 UTAH AVENUE SOUTH MS: S-LA1 Seattle, WA 98134

State of Origin: WA

Registered Agent: CORPORATION SERVICE COMPANY

Registered Agent Address:

10 E SOUTH TEMPLE STE 850

Salt Lake City, UT 84133

Status: Active

Status: Active ● as of 06/22/2015

Renew By: 06/30/2016

Status Description: Good Standing

The "Good Standing" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

Employment Verification: Not Registered with Verify Utah

History

Registration Date: 06/22/2015

Last Renewed: N/A

Additional Information

NAICS Code: 4452 **NAICS Title:** 4452-Specially Food Stores

Doing Business As

STARBUCKS #18690

STARBUCKS #6611

STARBUCKS #19173

STARBUCKS #17957

STARBUCKS #19032

<< Back to Search Results

Search by: Business Name Number Executive Name Search Hints

Business Name:

332 W Union Ave Farmington UT

332 W Union Ave Farmington UT 84405



332 W Union Ave

332 W Union Ave

Farmington Station

Leeds Station

U.S. Hwy 89



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1301 Fifth Avenue Seattle, WA 98101	CONTACT NAME: Allison Frey PHONE (A/C, No, Ext): (206) 318-4850 E-MAIL ADDRESS: alfrey@starbucks.com	FAX (A/C, No): (206) 318-2024
	INSURER(S) AFFORDING COVERAGE	
INSURED Starbucks Corporation PO Box 34067 MS: S-RM1 Seattle WA 98124	INSURER A: Greenwich Insurance Company NAIC # 22322	
	INSURER B: XL Insurance America, Inc. NAIC # 24554	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

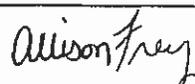
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			RGO500034202	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 5,000,000*	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000*	
	<input checked="" type="checkbox"/> *\$4,000,000 SIR						MED EXP (Any one person) \$	
	GEN'L AGGREGATE LIMIT APPLIES PER							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 5,000,000	
	OTHER						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
X	AUTOMOBILE LIABILITY			RAD500034102	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED	RETENTION \$					\$	
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD500033902	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				RWR500034002	10/1/2014
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	*Company A - General Liability: The limits are \$1,000,000 in excess of a \$4,000,000 self-insured retention.							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Station Park (Store #19032) 332 W. Union Ave., Farmington, UT 84025
 The Utah Department of Alcoholic Beverage Control is included as Additional Insured, where required by written contract, as respects its interest in the liquor permit.
 Commercial General Liability Insurance includes Liquor Liability coverage. Effective April 15, 2009, The Insured, Starbucks Corporation, includes wholly owned subsidiary Coffee House Holdings, Inc.

CERTIFICATE HOLDER Utah Department of Alcoholic Beverage Control 1625 S. 900 W. PO Box 30408 Salt Lake City, UT 84130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STARBUCKS *Evenings*



STARBUCKS *Evenings*



Savory small plates.
Perfectly paired wines.
More reasons to join us later.

© 2015 Starbucks Coffee Company. All rights reserved. Starbucks is a registered trademark of Starbucks Coffee Company.

E55"

F55"

outside front cover

Menu

SMALL PLATES

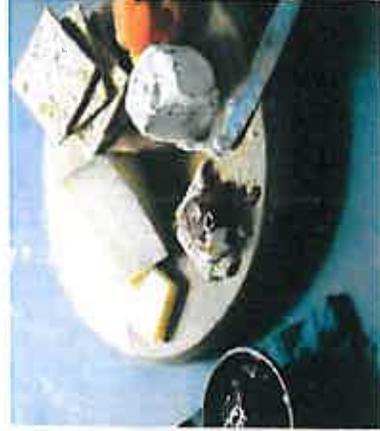
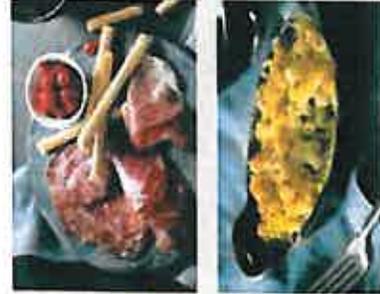
- Artichoke Spinach Dip \$5.95 CAL 460
with Pita Chips
- Truffle Mac & Cheese \$5.95 CAL 490
- Chicken Sausage & Mushroom Flatbread \$6.95 CAL 310
- Artichoke & Goat Cheese Flatbread \$6.95 CAL 310
- Cheese Plate \$6.95 CAL 490
with Irish Cheddar, Manchego and Herbed Goat Cheese
- Salumi Plate \$5.45 CAL 250
with Grapes, Breadsticks and Sweetie Drop Peppers
- Bacon-Wrapped Dates \$4.95 CAL 270
with Balsamic Glaze
- Meatballs* \$4.95 CAL 300
with Tomato Basil Sauce
- Parmesan-Crusted Chicken Skewers* \$4.95 CAL 340
with Honey-Dijon Sauce
- Truffle Popcorn* \$2.45 CAL 150
** Contains milk*

WINES AVAILABLE BY THE GLASS AND BOTTLE

- SPARKLING**
- Prosecco, Villa Sandi "Il Fresco," Italy \$8 (split)
- WHITE**
- Pinot Gris, Erath, Oregon \$8 / \$28
- Sauvignon Blanc, Villa Maria, New Zealand \$8 / \$28
- Chardonnay, Ferrari-Carano, Sonoma County \$12 / \$42
- Moscato, Rosatello, Italy \$8 / \$28
- RED**
- Red Blend, Apothic, California \$7 / \$24
- Pinot Noir, Lange Estate, Willamette Valley \$10 / \$36
- Malbec, Alamos, Argentina \$8 / \$28
- Red Blend, North by Northwest, Columbia Valley \$12 / \$42
- Cabernet Sauvignon, Columbia Crest H3, Horse Heaven Hills \$8 / \$28

CRAFT BEER

Ask your barista about our current craft beer selection. \$5-\$6



5.5"

inside

5.5"

Starbucks Food Menu – May 2014

Breakfast (served all day)

Starbucks Perfect Oatmeal with Brown Sugar, Nuts & Dried Fruit	\$2.75
<i>Hearty, 100% whole grain oatmeal.</i>	
Hearty Blueberry Oatmeal	\$3.45
Blueberry Topping	\$1.25
Greek Yogurt with Honey	\$3.45
Greek Yogurt Raspberry Lemon	\$3.45
Greek Yogurt with Berries	\$3.45
Seasonal Fruit Cup	\$3.50
Banana	\$1.00
Bacon, Gouda Cheese & Egg Frittata on Artisan Roll	\$3.45
<i>A bakery-style sandwich of bacon, Parmesan frittata, & aged Gouda cheese on an artisan roll.</i>	
Veggie, Egg and Monterey Jack Artisan Breakfast Sandwich	\$3.45
<i>A delicious pairing of veggies, egg & Monterey Jack Cheese.</i>	
Ham & Cheddar Artisan Breakfast Sandwich	\$3.45
<i>A bakery-style sandwich of ham, egg frittata, & Cheddar cheese on an artisan roll.</i>	
Sausage, Egg & Cheese on English Muffin	\$2.95
<i>Savory sausage, egg and aged Cheddar cheese on a toasty English muffin.</i>	
Reduced Fat Turkey and Egg on English Muffin	\$3.25
Spinach, Feta & Cage-free egg white Breakfast Wrap	\$3.25

Starbucks Food Menu – May 2014

Lunch & Dinner

Flatbreads

<i>Chicken Sausage and Mushroom</i>	\$6.95
<i>Artichoke & Goat Cheese</i>	\$6.95

Savory Plates

<i>Truffle Macaroni and Cheese</i>	\$5.95
<i>Parmesan Crusted Chicken Skewers</i>	\$4.95
<i>Bacon-Wrapped Dates Skewers</i>	\$4.95

Artisan Plates

<i>Artisan Cheese Plate</i>	\$6.95
<i>Grilled Vegetables with Lemon Aioli</i>	\$5.95

Salad Bowls

<i>Chicken & Greens Caesar Salad Bowl</i>	\$6.95
<i>Zesty Chicken & Black Bean Salad Bowl</i>	\$6.95
<i>Hearty Veggie & Brown Rice Salad Bowl</i>	\$6.95

Sandwiches

<i>Egg Salad Sandwich</i>	\$5.25
<i>Classic egg salad with dill, mustard, celery and lettuce on whole-wheat bread.</i>	
<i>Ham & NY Cheddar Deli Sandwich</i>	\$5.95
<i>Turkey & Havarti Deli Sandwich</i>	\$5.95
<i>Chicken BLT Salad Deli Sandwich</i>	\$5.95

Panini

<i>Hot Roasted Tomato & Mozzarella Panini</i>	\$5.45
<i>Turkey Rustico Panini</i>	\$5.95
<i>Roma tomato, mozzarella, spinach and basil pesto on foccaccia bread.</i>	
<i>Hot Ham & Swiss Panini</i>	\$5.65
<i>Chicken Santa Fe Panini</i>	\$5.65

Bistro Boxes

<i>Chicken & Hummus Bistro Box</i>	\$4.95
<i>Protein Snack Bistro Box</i>	\$4.95
<i>Cheese & Fruit Bistro Box</i>	\$6.95

Starbucks Food Menu – May 2014

Desserts

Chocolate Truffles (Espresso, Raspberry, Champagne).....	\$1.75
Double Chocolate Brownie Bites.....	\$3.45
Birthday Cake Pop.....	\$1.50
Chocolate Cake Pop.....	\$1.50
Salted Caramel Cake Pop.....	\$1.50
Sweet Lemon Cake Pop.....	\$1.50
Flight of Starbucks Petites.....	\$4.00

Baked Goods

Morning Bun.....	\$1.95
Cheese Danish.....	\$1.95
Multigrain Bagel.....	\$1.25
Plain Bagel.....	\$1.25
Chonga Bagel.....	\$1.25
8 Grain Roll.....	\$1.50
Cinnamon Swirl Coffee Cake.....	\$2.25
Classic Coffee Cake.....	\$2.25
Reduced Fat Cinnamon Swirl.....	\$2.25
Reduced Fat Very Berry Coffee Cake.....	\$2.25
Apple Bran Muffin.....	\$2.25
Blueberry Muffin.....	\$2.25
Blueberry Muffin.....	\$2.25
Blueberry Scone.....	\$2.25
Cinnamon Chip.....	\$2.25
Cranberry Orange Scone.....	\$2.25
Raspberry Scone.....	\$2.25
Maple Oat Pecan Scone.....	\$2.25
Pumpkin Scone.....	\$2.25
Petite Vanilla Bean Scone.....	\$0.95
Banana Loaf Cake.....	\$2.25
Iced Lemon Pound Loaf Cake.....	\$2.25
Pumpkin Loaf Cake.....	\$2.25
Chocolate Cinnamon Loaf Cake.....	\$2.25
Marble Pound Cake.....	\$2.25

Starbucks Food Menu – May 2014

<i>Blueberry Bar</i>	\$2.25
<i>Double Chocolate Brownie</i>	\$2.25
<i>Marshmallow Dream Bar</i>	\$2.25
<i>Chocolate Chunk Cookie</i>	\$1.95
<i>Oatmeal Raisin Cookie</i>	\$1.95
<i>Molasses Cookie</i>	\$1.95
<i>Apple Fritter</i>	\$1.95
<i>Regular Old Fashioned Doughnuts</i>	\$1.50
<i>Regular Old Fashioned Chocolate Doughnuts</i>	\$1.50

La Boulange

<i>Croissant</i>	\$2.25
<i>Chocolate Croissant</i>	\$2.45
<i>Cheese Danish</i>	\$2.45
<i>Morning Bun</i>	\$2.45
<i>Ham & Cheese Croissant</i>	\$3.45
<i>Wheat Spinach Croissant</i>	\$3.45
<i>Tomato & Cheese Croissant</i>	\$3.45
<i>Croissant Hot Dog</i>	\$3.75
<i>Blueberry Scone</i>	\$2.45
<i>Petite Vanilla Bean Scone</i>	\$0.95
<i>Banana Pecan Walnut Loaf Cake</i>	\$2.45
<i>Lemon Vanilla Loaf Cake</i>	\$2.45
<i>Chocolate Marble Loaf Cake</i>	\$2.45
<i>Classic Coffee Cake</i>	\$2.45
<i>Blueberry Yogurt Muffin with Honey</i>	\$2.25
<i>Carrot Cake Muffin with Pecans</i>	\$2.25
<i>Chocolate Chip Cookie</i>	\$1.50
<i>Oatmeal Cookie</i>	\$1.50
<i>Almond Cookie</i>	\$1.95
<i>Chewy Chocolate Meringue Cookie</i>	\$1.95
<i>Chocolate Molten Cake</i>	\$1.95
<i>Birthday Cake Pop</i>	\$1.50
<i>Cheesecake Brownie</i>	\$2.25
<i>Asiago & Cheddar Pretzel</i>	\$2.25

Starbucks Food Menu – May 2014

Snacks

<i>Truffle Popcorn</i>	\$2.45
<i>Packaged Chocolate Madeleine Cookies</i>	\$2.25
<i>Packaged Madeleine Cookies</i>	\$1.95
<i>Vanilla Almond Biscotti</i>	\$1.75
<i>Spiced Chocolate Biscotti</i>	\$1.75
<i>Salted Almond Chocolate Bites</i>	\$2.50
<i>Creamy Peanut Pretzel Chocolate Bites</i>	\$2.50
<i>Berry Medley Chocolate Bites</i>	\$2.50
<i>Caramel Brule Chocolate Bites</i>	\$2.50
<i>Dark Chocolate Grahams</i>	\$1.95
<i>Milk Chocolate Grahams</i>	\$1.95
<i>Black & White Cookie</i>	\$1.95
<i>Shortbread Cookies</i>	\$1.50
<i>Peppermint After Coffee Gum</i>	\$2.25
<i>Peppermint After Coffee Mints</i>	\$2.25
<i>Perfectly Salted Kettle Chips</i>	\$1.50
<i>Smoky Sweet Barbecue Kettle Chips</i>	\$1.50
<i>Gourmet Butter Popcorn</i>	\$1.25
<i>Evolution Harvest Pepita, Almond, Raisin, Cranberry Bar</i>	\$2.25
<i>Evolution Harvest Roasted Soybean, Pepita, Almond Bar</i>	\$2.25
<i>Evolution Harvest Almond, Cocoa Bar</i>	\$2.25
<i>Evolution Harvest Almond, Marcona Almond Nut Blend</i>	\$2.25
<i>Evolution Harvest Cashew, Cranberry, Almond, Goldenberry Nut Blend</i>	\$2.25
<i>Evolution Harvest Pepita, Pecan Nut Blend</i>	\$2.25
<i>Evolution Harvest Strawberry, Blueberry Freeze Dried Fruit</i>	\$2.50
<i>Evolution Harvest Mango, Pineapple, Kiwi Freeze Dried Fruit</i>	\$2.50
<i>Evolution Harvest Mandarin Orange, Cantaloupe, Strawberry Freeze Dried Fruit</i>	\$2.50
<i>Evolution Harvest Roasted Seaweed</i>	\$1.50

Starbucks Food Menu – May 2014

Bottled Beverages

<i>Starbucks Mocha Frappuccino</i>	\$2.45
<i>Starbucks Doubleshot</i>	\$2.45
<i>Starbucks Iced Coffee</i>	\$2.45
<i>Bottle Tazo Iced Green Tea</i>	\$1.95
<i>Ethos Bottle Water</i>	\$1.95
<i>San Pellegrino Water</i>	\$1.75
<i>Hint Water Blackberry</i>	\$1.95
<i>Naked Juice - Orange Juice</i>	\$3.45
<i>Naked Juice - Berry Blast</i>	\$3.45
<i>Naked Juice - Green Machine</i>	\$3.45
<i>Naked Juice - Mighty Mango</i>	\$3.45
<i>Evolution Fresh – Orange Juice</i>	\$3.95
<i>Evolution Fresh – Sweet Greens + Lemon</i>	\$5.95
<i>Evolution Fresh – Super Green</i>	\$4.95
<i>Evolution Fresh – Pineapple Coconut Water</i>	\$4.95
<i>Evolution Fresh – Defense Up</i>	\$4.95
<i>Evolution Fresh – Essential Greens</i>	\$4.95
<i>Evolution Fresh – Orange Ginger Limeade</i>	\$4.45
<i>Izze Sparkling Juice – Clementine</i>	\$1.95
<i>Organic Apple Juice</i>	\$1.45
<i>Organic Chocolate Milk</i>	\$1.75
<i>Organic Vanilla Milk</i>	\$1.75
<i>Refreshers – Strawberry Lemonade</i>	\$2.45
<i>Refreshers – Raspberry Pomegranate</i>	\$2.45
<i>Refreshers – Orange Melon</i>	\$2.45

CITY COUNCIL AGENDA

For Council Meeting:
November 3, 2015

S U B J E C T: Food Bank Donations

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Cory Ritz will introduce Kelly Maxfield and Justen Smith from USU Extension who will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
November 3, 2015

S U B J E C T: Minute Motion Approving Summary Action List

1. Gym Rules and Fee Structure
2. Implementation of Farmington Recreation Baseball
3. Approval of Minutes from City Council held October 20, 2015
4. Villa Susanna Improvements Agreement
5. Settlement Agreement with E&H Land LTD

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



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAJOR
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

To: Mayor and City Council
From: Neil Miller, Parks and Recreation Director
Date: October 23, 2015
Subject: **FARMINGTON GYM RULES AND FEE STRUCTURE**

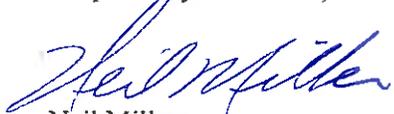
RECOMMENDATION

To approve the proposed rules and fee structure in preparation for the gym opening, spring of 2016.
See attached.

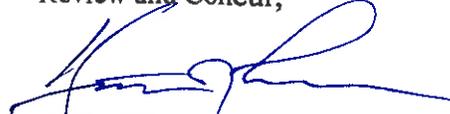
BACKGROUND

In preparation for the opening of the Farmington Gym, it was requested that the Parks & Rec Department put together the recommended fees and rules that will be in place at the new gym. To compile this information, staff reviewed the fees and rules in place for gyms and rec centers of comparable size and amenities. In addition we reviewed our existing rules for the Farmington Community Arts Center and Farmington City Pool.

Respectfully Submitted,


Neil Miller,
Parks and Recreation Director

Review and Concur,


Keith Johnson,
Assistant City Manager

Farmington City Gym Rules

Persons using the Gym shall conduct themselves in a lawful and socially acceptable manner in accordance with the following regulations:

- a) All children under the age of 6 must be accompanied by an adult (18 years or older).
- b) No foul or abusive language, conduct, gestures or activities are permitted at any time.
- c) Shoes and shirts are required.
- d) No smoking, alcohol or use of drugs shall be permitted.
- e) Youth parties are permitted only when supervised by a sufficient number of responsible adults.
- f) No open flames, lighted candles, portable electric heaters, smoke/fog machines, or other fire hazards are permitted, and only one electrical appliance or lighting fixture may be used on each outlet.
- g) No glitter, rice, confetti, graphite, paint, hay, straw, cornstalks, grass, palm fronds, untreated Christmas trees or other similar materials are permitted.
- h) Hallways, stairways, exits and other traffic areas are to remain free of tables, chairs, boxes and other items at all times.
- i) No nails, tacks or other items may be used in the woodwork or walls, and no items may be strung or attached to the walls of the Gym.
- j) Pets or animals are not permitted in the Gym, other than service dogs.
- k) No gambling is permitted.
- l) Light refreshments, lunches and dinners are allowed, in designated areas. Red base punch, grape juice or other liquids which could stain or damage carpets or floors are not allowed.
- m) No activities which could endanger the public health and safety are permitted.
- n) Children attending the activities shall be supervised by an adequate number of responsible adults at all times.
- o) Any activities deemed unsafe by the gym personnel are not permitted.
- p) Failure to follow these rules may result in an immediate loss of gym privileges.
- q) Any additional rules or regulations that may be adopted by the City pertaining to the use of the Gym.

Gym Price Sheet

1			
Day Pass	\$	3.00	**6& under free. Must be accompanied by an adult
Senior Day Pass	\$	2.00	

Resident Non-Residnt

1 Person Month Pass	\$	15.00	\$	30.00
Senior Month Pass	\$	10.00	\$	20.00
Family Month Pass	\$	30.00	\$	50.00

20 Punch Pass	\$	20.00	\$	35.00
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20 punch passes are to be used by family members only Mom, Dad, Kids and Grandkids.

Senior 20 Punch Pass	\$	10.00	\$	20.00
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Individual Year Pass	\$	150.00	\$	250.00
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Senior Year Pass	\$	100.00	\$	200.00
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Family Year Pass	\$	300.00	\$	400.00
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Family Passes are for Immediate family. Immediate family is mom, dad and kids living within the same household.

Hours of Operation

Summer	
Monday - Friday	5 am - 10 pm
Saturday	7 am - 10 pm

Winter	
Monday - Friday	5 am - 10 am/ 3 pm- 10 pm
Saturday	7 am - 9 pm

FARMINGTON CITY



City Council Staff Report

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
JAMES YOUNG
CITY COUNCIL
DAVE MILLEHM
CITY MANAGER

To: Mayor and City Council
From: Neil Miller, Parks and Recreation Director
Date: October 23, 2015
Subject: **THE IMPLEMENTATION OF FARMINGTON RECREATION BASEBALL**

RECOMMENDATION

1. To approve the implementation of a baseball recreation program. See attachment.
2. To approve the continued partnership with Farmington Area Baseball League (FABL) and any addition Farmington Area Baseball programs.

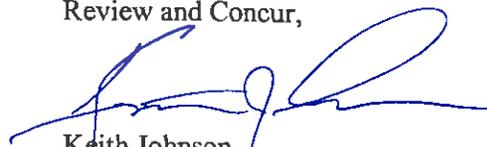
BACKGROUND

On August 18, 2015 staff from the Parks & Rec department met with City Council to discuss the potential implementation of a baseball program run by the city. In addition a potential partnership with FABL was discussed. As a take away, we decided to schedule a meeting with members of the Board of FABL to explore our options. Members of the Parks & Rec staff recently met with Richard Stewart and Jeff Lemperly, members of the Board of Directors for FABL. It was determined that the best option would be for Farmington City to implement a recreation baseball program. We would then work with FABL, and any other Farmington baseball leagues, to provide the participants a next level opportunity to continue on. In addition we would allow these leagues second priority, behind Farmington City, to reserve the baseball park, for their needs.

Respectfully Submitted,


Neil Miller,
Parks and Recreation Director

Review and Concur,


Keith Johnson,
Assistant City Manager

Farmington City Baseball

Registration Starts in January

Age Groups/Games/Cost

- T-ball: 4yrs- 5 yrs- 8 games- \$40
- Shetland: 6yrs- 8 games- \$40
- Pinto: 7yrs -8 yrs- 8 games- \$45
- Mustang: 9yrs – 10 yrs- 10 games- \$60
- Bronco: 11 yrs -12 yrs- 12 games- \$75
- Pony: 13 yrs – 14 yrs- 12 games- \$100
- Colt: 15 yrs – 18 yrs- 12 games- \$110

Opening games Early April

Post Season Baseball

The players wishing to continue on with baseball can try out for post season and continue on with the FABL organization.

FARMINGTON CITY COUNCIL MEETING

October 20, 2015

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, Fire Chief Guido Smith, City Recorder Holly Gadd and Recording Secretary Melanie Monson.

Cory Ritz is out of town and is excused from the meeting.

Purchase of New Gurney/Cot with New Ambulance Safety Requirements

Fire Chief Guido Smith gave an update regarding the new ambulance and gurney. The FY 2016 Budget included approval to replace an existing ambulance; however the safety requirements and industry standards have since been updated and will impact the cost of acquiring a new ambulance and gurney. The updated cost, factoring in the new requirements, will be \$191,155 instead of the initially approved amount of \$168,000. **Chief Smith** recommended approval.

Summary Action- Item 5

Item 5 on the Summary Action List, *Assisted Living Deferral Agreement*, was included in the packet and was posted online, but it was not included on the cover agenda. It will need to be included in the motion.

Plummer Conservation Easement Amendment Request

Dave Millheim said the Plummer's requested this item to be tabled. UDOT, the City, and the property owners are currently completing appraisals for the property. This is just a discussion item. He encouraged the Council to look closely at the packet materials for when this item comes back.

Amendment to the FY2015/16 Budget regarding the Justice Court

Mayor Talbot said he thought the County wanted to get out of the Justice Court system. When the City was approached to take it over, staff considered it and had good intentions to move forward with it. **Mayor Talbot** summarized the City's interactions with the County and the AOC in trying to make the proposed arrangement work. The most recent development was that the City sent a letter requesting permission to go to Clearfield or the District Court in Farmington. **Brigham Mellor** asked why the City made that request. **Dave Millheim** said it is because the budget margin was very thin; the County planned to keep the Layton and Bountiful Highway Patrol and Sherriff cases; and the City would have to fund the Court with General Fund dollars. The County would be keeping those revenues, and it is anticipated that the City would see budget deficits within 5-6 years. **Dave** said after opening the public hearing, by not adopting the budget, the Council would effectively kill the interlocal

agreements with other cities awaiting budget approval. **John Bilton** asked about the lease agreement the City had signed, and **Dave Millheim** said the City could get out of it. He stated that the City has an open door with Clearfield, but are unsure which way it will go at this point. **Mayor Talbot** said he would rather focus on the good things coming to the City rather than taking man power to figure out how to run the Court. **Brigham Mellor** asked about what will happen now with the culvert or with Animal Control since those things were related to the Court decision. **Dave Millheim** said if those items have to be readdressed, they will come back before the Council. **Brigham Mellor** opined that in the long run, the City is in a better place than had it accepted the County's original proposal.

Mayor Talbot expressed appreciation for the Council and their work.

REGULAR SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, 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 **Jim Young** and the Pledge of Allegiance was led by Councilmember **Brigham Mellor**.

PUBLIC HEARINGS:

Amendment to the FY2015/16 Budget regarding the Justice Court

Mayor Talbot said this item has been discussed at length during the work session.

Mayor Jim Talbot opened the public hearing at 7:03 p.m.

Mayor Jim Talbot closed the public hearing at 7:03 p.m.

Motion:

John Bilton made a motion that the City Council not approve the amendment to the FY2015/16 budget regarding the Justice Court.

Jim Young seconded the motion which was unanimously approved.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Poll Workers for Upcoming Elections
2. Approval of City Council Minutes from October 6, 2015
3. Residences at Station Parkway Subdivision Minor (Final) Plat
4. Purchase of New Gurney/Cot with New Ambulance Safety Requirements
5. Assisted Living Deferral Agreement

Motion:

Jim Young made a motion to approve the items on the Summary Action List 1-5.

John Bilton seconded the motion which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

1. Executive Summary for the Planning Commission meeting held on October 8, 2015,
2. Fire Monthly Activity Report for September
3. Request from Ascent Academy for Bridge Project: The City plans to build several bridges that cross over from the new park and gym complex to the Legacy Events Center. Ascent Academy approached the City wanting to take on the design and construction of the bridge, subject to City approval, as a science project. The City would likely provide some of the materials. **Dave Millheim** said he thinks it is a great opportunity for a public/private partnership. **Doug Anderson** asked if they would be able to build something over the waterway. **Dave Millheim** said yes, but they would have to obtain all the permits, etc. He also said they would provide three renderings for the City to choose from.
4. Water System/Sewer System Problems with U of U Building, Vista and CenterCal outbuildings: **Dave Millheim** said the University of Utah is working diligently to get their building up. According to State law, they do not have to go through the normal review processes for their design, etc. **Dave** said he contacted CenterCal regarding a major sewer outfall line that the University of Utah building needs to connect to, which will also connect to the new Vista building. In a normal City review process, the City would not issue a building permit without all the water/sewer permits and outflows, etc. The University of Utah and CenterCal are aware of it, and are working to resolve it. The architect sent an updated memo, but **Dave** did not feel he addressed the issue. Staff is concerned that the City will be the “bad guy” if it does not issue a CO due to easements that have not been recorded, etc.

Dwayne Palmer, 516 South 1025 West, Farmington, Utah. He works for the University of Utah, and this is a major project he is overseeing. He said they are within a week of getting all permits filed. He said they are about a week away from having all the easements platted. They have been working with all the utility companies to find out

where all the utilities need to come in. He said it is a matter of getting it all on one plat and recorded. **Dave Millheim** emphasized the importance of this issue and said he does not want to have to withhold a CO due to a water pipe that cannot connect, etc. **Dwayne** said he will send a copy of the easement to Dave Millheim, and **Dave** said he needs to send it to the City engineer. **Mayor Talbot** thanked him and said the City appreciates having them in the community. **Dwayne** said they are not usually this closely aligned with a partner site.

John Bilton asked if there was an update on the traffic circle. **Mayor Talbot** said it is moving forward they are looking to start construction on it in the spring. Once the drawings are finalized, they will bring it before the Council.

5. Federal Disaster Preparedness Training: **Dave Millheim** said a division of FEMA will come in and provide a 6 hour long tailored disaster training specifically for elected officials and staff. He encouraged the Council and Mayor to participate when it takes place. He suggested holding the training in February and said he will look at the calendar and bring several dates before the Council.
6. Historic Preservation issue: **Dave Petersen** said there are over 400 Historic structures in downtown Farmington, 180 resources on the Historic List, as well as 5 Historic landmarks. Additionally, there are over 5000 dwellings and other structures. He said the Historic landmarks are a legislative designation. He said in the Bungalow subdivision, there is a home currently under construction that faces State Street. He showed several design documents that were presented to the City by the developer of this new subdivision. While the character is fitting for the area, this new home is much larger than the one it replaced. The design was sent to the Historic Preservation Committee and to the Historic architect. Both **Alyssa Revell** and the architect expressed approval in May and June. Later, **Alyssa Revell** expressed concern that the faux rock the builder was planning to use was contemporary and not historic/traditional. He said the permit was issued because the Historic architect and the chair of the Historic Preservation Committee expressed that they liked the design, and because staff treated it as a Historic resource and not a Historic landmark. There is a disconnect in the language of the ordinance (it does not specify new construction). It was not brought to the Historic Commission until late in the process and it was so much better than what was there before. He spoke with the builder about using brick, or about sending the faux rock back (it is on site now). The builder said the restocking fee is \$14,000. The cost of board and batten or some other material will be similar in cost to the rock. He asked if the City Council would be willing to pay the restocking fee, since the City did not bring it to the Historic Commission in June, and treated it as a resource.

Alyssa Revell, Chair of the Preservation Commission. She had emailed the developer with a concern about the windows, and subsequently he sent her pictures of the other finishes. That is when she realized there was a problem with the design. She said they would prefer board and batten, which is less expensive than brick or rock.

Dave Millheim said he does not want to convey a flippant decision about Historic Preservation, and wants to hear from **Dave Petersen** what staff's recommendation is. He said the City has never issued a certificate of historic appropriateness, as stated in the ordinance. He also said the developer has a permit, and because there was a delay of several months between when it was issued and when the concerns were raised, he cannot

in good conscience ask the builder to pay the restocking fee. He said there are things in the process that need to be cleaned up. **Mayor Talbot** said the building permit was issued after the chair of the Historic Commission and the architect had looked at the proposed design. He thinks it is not appropriate to renege after having issued the permit. **Dave Petersen** said they are trying to follow the spirit of the law and not just the letter of the law. He said the builder has been gracious. He asked the builder if he would be willing to not put the rock on the upper gable and put board and batten instead, and the builder said yes. He said his recommendation is to go with what the builder is willing to do, and to negotiate for less rock to be used on the home. **Dave Millheim** said he is willing to try to get cooperation from the builder, with the intent of making the best of the situation. What got this approved was the fact that the home being built is better than what was there before, and at some point the City has to accept what it approved. He expressed concern over the process, and the need for better communication between staff and the Historic Preservation Committee. He asked for the Council's direction based on the situation and the recommendations. He said he does not want to create ill will. **Mayor Talbot** asked if the Council is willing to pay a restocking fee, and the vote was 1 for, and 3 against. **Doug Anderson** said he is comfortable paying the restocking fee because he feels there is one chance to get this Historic landmark right. **John Bilton** said he is against it because he feels there are other options. **Mayor Talbot** said he thinks it is a slippery slope situation. He said he is fine with them sitting down with the builder to see what he is willing to do, but he thinks the builder has the right to move forward since he has a permit. **Dave Petersen** said the builder has not had a lot of interest in the home. **Dave Millheim** said he is willing to sit down with the builder and Dave Petersen and Mayor Talbot. He also said they need to sit with the Historic Committee to look at the ordinance process steps.

City Council Reports

Doug Anderson said on November 17th there will be a Farmington Junior High basketball game against Centennial. The coach, Vance Downs, is retiring, and has been a positive influence to a lot of youth in the community. He wants to recognize him, and asked the Mayor to present him with a key to the City. Doug said he will take charge of coordinating this.

Mayor Jim Talbot

1. December 17th is the Christmas Party for City employees. It is from 1:00 pm to 3:00 pm. He encouraged the Council members to attend with their spouses.
2. He plans to host a Christmas party at his home and invited the Council to attend that as well.
3. He holds a "Lunch with the Mayor" with one student from each elementary class on the first Wednesday of the month. He invited the Council members to attend.
4. He wished the incumbents luck in the upcoming election.
5. There are still problems with parking at the Legacy Events Center. **Dave Millheim** said he would put it on the agenda for their meeting with the County on Monday.
6. He requested that the Council select dates for a planning meeting in January.

7. A culvert is necessary for the new elementary school that will go in next fall along 1100 West. The City needs to get that road finished, and the County is responsible for the culvert. However, they have indicated they do not have the funds for it. There will be a meeting with the CCSS group on Monday and this will be put on the agenda. The cost is about \$316,000 for the entire road and culvert. Without the culvert, many students will have to take a long way around to access the school.

Council members **Brigham Mellor**, **John Bilton**, and **Jim Young** did not have anything to report at this time.

CLOSED SESSION

Motion:

At 8:14 p.m., **Brigham Mellor** made a motion to go into a closed meeting for purpose of discussing potential litigation. **Jim Young** seconded the motion which was unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

Motion:

At 8:20 p.m., a motion to reconvene into an open meeting was made by **Brigham Mellor**. The motion was seconded by **Doug Anderson** which was unanimously approved.

ADJOURNMENT

Motion:

At 8:21 p.m., **Jim Young** made a motion to adjourn the meeting. **John Bilton** seconded the motion which was unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation



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: November 3, 2015

SUBJECT: VILLA SUSANNA IMPROVEMENTS AGREEMENT

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Mike Evans and Farmington City for Villa Susanna Subdivision.

BACKGROUND

The bond estimate for the Villa Susanna Subdivision is \$106,156.00 which includes a 10% warranty bond. Mike Evans has submitted a Cash Deposit Improvements Agreement with Farmington City to administer a cash account for this project in the same amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur,

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between Mike Evans (hereinafter "Developer"), whose address is 232 E. 1875 N. Canonville, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Villa Susanna, located at approximately 400 N. Main St., in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 106,156.00.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within _____ months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 106,156.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 8th day of October, 2015

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

[Signature]

By: Mika Evans

Its: Owner

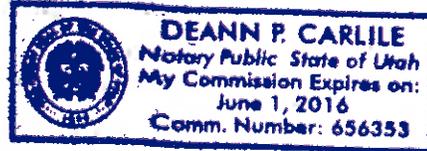
DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On this 5th day of October, 2015, personally appeared before me, Michael Melvin Evans, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

Deann P. Carlile
NOTARY PUBLIC
Residing in Davis County, Farmington



(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.

Villa Susanna
 Bond Estimate
 Revised 7-10-2015

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Storm Drain							
12" HDPE Pipe (Includes Bedding and Fill)	15	LF	\$ 34.00	\$ 510	0	0	0
36" HDPE Pipe (Includes Bedding and Fill)	160	LF	\$ 100.00	\$ 16,000	0	0	0
Standard Inlet Box	1	EA	\$ 1,800.00	\$ 1,800	0	0	0
Yard Drain Boxes	3	EA	\$ 1,500.00	\$ 4,500	0	0	0
SWPPP	1	LS	\$ 2,000.00	\$ 2,000	0	0	0
Subtotal				\$ 24,810			
10% Warranty Bond				\$ 2,481			
Total				\$ 27,291			

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Sanitary Sewer							
8" PVC DR-35	115	LF	\$ 32.00	\$ 3,680	0	0	0
48" Sewer Manhole	1	EA	\$ 2,100.00	\$ 2,100	0	0	0
60" Sewer Manhole	1	EA	\$ 3,500.00	\$ 3,500	0	0	0
Sewer Lateral	3	EA	\$ 1,200.00	\$ 3,600	0	0	0
Subtotal				\$ 12,880			
10% Warranty Bond				\$ 1,288			
Total				\$ 14,168			

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%
Culinary Water							
Connect to Existing	1	EA	\$ 4,000.00	\$ 4,000	0	0	0
8" C900 PVC	135	LF	\$ 32.00	\$ 4,320	0	0	0
8" Valve	1	EA	\$ 1,720.00	\$ 1,720	0	0	0
8" Fittings	1	EA	\$ 800.00	\$ 800	0	0	0
Water Lateral	3	EA	\$ 1,250.00	\$ 3,750	0	0	0
Fire Hydrant	1	EA	\$ 4,550.00	\$ 4,550	0	0	0
Subtotal				\$ 19,240			
10% Warranty Bond				\$ 1,924			
Total				\$ 21,164			

Road Improvements										
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%			
Clear and Grub	1	LS	\$ 2,000.00	\$ 2,000	0	0	0			
Rough Grade	1	LS	\$ 10,000.00	\$ 10,000	0	0	0			
Sound Wall	200	LF	\$ 50.00	\$ 10,000	0	0	0			
Sawcut Asphalt	300	LF	\$ 3.15	\$ 945	0	0	0			
Curb and Gutter w/ Base	150	LF	\$ 20.00	\$ 3,000	0	0	0			
Sidewalk w/ Base	500	SF	\$ 4.70	\$ 2,350	0	0	0			
ADA Ramp	1	EA	\$ 1,200.00	\$ 1,200	0	0	0			
12" Road Base	2400	SF	\$ 1.20	\$ 2,880	0	0	0			
3" Asphalt Road Patching	2400	SF	\$ 3.00	\$ 7,200	0	0	0			
Subtotal				\$ 39,575						
10% Warranty Bond				\$ 3,958						
Total				\$ 43,533						
Total Bond				\$ 106,156						
Cash Deposits										
Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw	%			
Slurry Seal		SF	\$ 0.20	\$ -						
Street Signs		EA	\$ 300.00	\$ -						
Street Lights		EA	\$ 3,200.00	\$ -						



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: October 29, 2015

SUBJECT: SETTLEMENT WITH E & H LAND, LTD

RECOMMENDATION

By minute motion, authorize the Mayor to execute the attached settlement agreement with E & H Land, Ltd.

BACKGROUND

The City relocated a portion of Park Lane through the Evans (E&H) property a few years ago. The City paid E&H for the affected right of way. E&H filed a lawsuit alleging the City had not constructed the road in the right location. The District ruled in the City's favor stating the City had followed the specific terms of the purchase agreement. E&H appealed and the appellate court ruled the District Court ruling was in error based on some factual disputes which could only be determined at a trial. A trial date was set and both parties have been working to resolve the dispute since a trial is very costly to both parties. A trial, regardless of the outcome, on the factual disputes the District Court wants clarified will not result in the road being relocated or removed.

With this settlement, neither party is admitting any wrong doing or liability related to this matter. On advice of Counsel, staff has recommended to the City Council that we settle the case as the costs for trial preparation outweigh the costs of settlement. E&H have also retained a developer who is helping them master plan their property for possible development. The City Council has reviewed the proposed plans for property and given E&H some favorable feedback. Both parties believe removing the lawsuit creates a spirit of cooperation as future development of the property is evaluated.

Respectfully Submitted

Dave Millheim
City Manager

SETTLEMENT AGREEMENT

E & H Land Ltd., a Utah limited partnership, ("E&H"), and **Farmington City**, a municipality and political subdivision of the State of Utah ("City"), hereby enter into this Settlement Agreement (the "Agreement") as of the ___ day of November, 2015 ("Effective Date"), for the purpose of settling and resolving certain claims, controversies and disputes between them on the terms and conditions and for the consideration set forth below.

1. Intent of the Parties. There is a dispute between the parties to this Agreement arising from the purchase by the City of certain real property from E&H. The dispute resulted in the filing of that certain legal action now pending in the Second Judicial District Court for Davis County, State of Utah, captioned E&H Land, Ltd. v. Farmington City, Case No. 120700541 (the "Litigation"). Without waiving or conceding their respective positions in the Litigation, it is the intent and purpose of the parties to this Agreement to fully and completely settle, compromise and resolve all claims and controversies between them arising out of or in any way referring or relating to the Litigation.
2. Dismissal of Litigation. The parties hereby agree that subsequent to the approval of this Agreement by the City Council of Farmington City pursuant to a meeting duly noticed, a Stipulation, Motion and Order of Dismissal shall be executed by the respective counsel for E&H and the City and filed in the Second Judicial District Court dismissing the Litigation with prejudice and upon the merits, with all parties to bear their own costs and attorney's fees.
3. Payment by City. As consideration for dismissal of the Litigation and as part of this Agreement, City shall pay to E&H in current U.S. funds, the sum of Thirty Five Thousand Dollars (\$35,000.00), without accruing interest, payment to be made concurrently with final approval of this Agreement by the Farmington City Council.
4. Mutual General Release of All Claims. As part of this Agreement, E&H and the City, for and on behalf of themselves and their respective employees, agents, representatives, indemnitors, insurers, successors, and assigns, hereby release and forever discharge one another, together with their employees, agents, representatives, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of or in any way related to the Litigation and the subject matter of this Agreement.
5. Attorney's Fees. In the event of any legal action between the parties hereto arising out of or related to the enforcement of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, including accounting expenses.

6. Integration. Except as expressly stated herein, this Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and integrates all prior conversations, discussions or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

7. Counterparts. This document may be executed in one or more counterparts, which together shall constitute one and the same document.

8. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

9. Additional Acts. The parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be reasonably necessary or reasonably requested by a party or its counsel to obtain approvals or other benefits described in this Agreement.

12. Authorization. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the party specified.

13. Mutual Participation in Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

14. No Third-Party Beneficiary Interests. Except as expressly provided herein, nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

15. No Waiver. One or more waivers of the breach of any covenant, term or condition hereof by either party shall not be construed as a waiver of a subsequent breach of the same or of any other covenant, term or condition.

16. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

WHEREFORE, the parties have executed the foregoing to be effective as of the Effective Date.

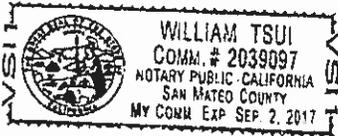
"E&H"

**E & H Land, LTD.,
a Utah limited partnership**

Lee Ann H. Evans
LeeAnn H. Evans, General Partner

California
STATE OF ~~IDAHO~~)
San Mateo) : ss.
COUNTY OF ~~CARIBOU~~)

On this 27th day of October, 2015, before me personally appeared LeeAnn H. Evans, known to me to be the person who executed the Settlement Agreement herein in behalf of E&H and acknowledged to me that he executed the same for the purposes therein stated.



William Tsui
Notary Public

FARMINGTON CITY

By _____

Jim Talbot, Its Mayor

Attest:

Holly Gadd, City Recorder

3071103

CITY COUNCIL AGENDA

For Council Meeting:
November 3, 2015

SUBJECT: City Manager Report

1. Executive Summary for Planning Commission held on October 22, 2015
2. Police and Fire Monthly Activity Reports for September
3. IESC Regional Meeting Request
4. Strategic Planning Date (Feb. 10) and Outline
5. Justice Court Update

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
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: October 23, 2015
SUBJECT: EXECUTIVE SUMMARY - PLANNING COMMISSION HELD OCTOBER 22, 2015

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on October 22, 2015 [note: five commissioners attended the meeting—Chair Rebecca Wayment, Brett Anderson, Dan Rogers, Alex Leeman, and Heather Barnum; Brett Gallacher and Kent Hinckley were excused.

Item 3 Russell Wilson/Symphony Homes -Applicant is requesting preliminary plat approval for the proposed Pheasant Hollow Subdivision consisting of 15 lots on 4.55 acres located at approximately 700 South and 50 East in an R Zone. (S-2-14)

Voted to approve the preliminary plat as written in the staff report with an amendment to condition 5 as follows:

5) A note shall be placed on the final plat referencing that a soils report has been completed on a lot-by-lot basis, and the note shall be conspicuous.

Vote: 5-0

Item 4 Tami Russell (Public Hearing) – Applicant is requesting a PUD overlay for .25 acres of property located at 1217 North Main to allow for a small commercial use (a beauty salon) within a single family residence. (Z-6-15)

Voted to continue the public hearing until November 5th so the applicant can provide a site plan that better addresses parking, and a privacy buffer; and staff can consult the historic architect regarding the home.

Vote: 5-0

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur



Dave Millheim
City Manager



Farmington City Fire Department

Monthly Activity Report

September 2015



Emergency Services

Fire / Rescue Related Calls: **23**
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance Related Calls: **59 / Transported 32 (54%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to adequately staff: **3**

Urgent EMS Related Response Times (AVG): **4.3 Minutes** **GOAL 4 minutes or less (+.3 min.)**

Urgent Fire Related Response Times (AVG): **6.3 Minutes** **GOAL 4 minutes or less (+ 2.3min.)**

PT Department Man-Hours (based on the following 24-day pay period / Sept 4th and Sept 28th)

Part-Time Shift Staffing:	1,394	Budgeted 1,394	Variance 0
Part-Time Secretary:	84	Budgeted 80	Variance + 4
Part-Time Fire Marshal:	80	Budgeted 80	Variance 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 32
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	123		
Emergency Callbacks:	152	FIRE 32 Hrs. / EMS 120 Hrs. (YTD) 1,712	
Special Event Hours:	12	(YTD) 1,087	
Total PT Staffing Hours:	1,374.5	(YTD) 11,803.5	

Monthly Revenues & Grant Activity YTD

Ambulance (August):	Month	Calendar Year	FY 2015
Ambulance Services Billed:	\$68,682.00	\$400,931.75 YTD	\$651,554.06
Ambulance Billing Collected:	\$30,282.30	\$187,533.55 YTD	\$339,999.33
Variances:	-\$38,399.70	-\$213,398.20 YTD	-\$311,554.73
Collection Percentages:	44%	46.7%	52%

Grants / Assistance / Donations

Grants Applied For:

None \$0 \$10,720 YTD

Grants / Funds Received / Awarded:

None \$0 \$9,800 YTD

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

Drill # 1– Officers Monthly Meeting & Training: 15
Drill #2 – Ropes – Rescue Evolutions 27 Avg. Wednesday Night Drill Att.
Drill #3 – EMS-Advanced Cardiac Life Support / Re-cert 32 FFD Personnel This Month: 12
Drill #4 – Farmington Trails Drill 27

UFRA ADO-Aerial Certification Training 42
Pipeline Training – Philips 66 20
Total Training / Actual Hours Attended: 163 1,090 YTD

Fire Prevention & Inspection Activities

Business / Construction Inspections: 17 QTY
Fire Plan Reviews & Related: 18
Consultations & Construction Meetings: 30
Station Tours & Public Education Sessions: 17 91 YTD

Health, Wellness & Safety Activities

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

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals: 0 3 YTD

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 4.3 minutes and Emergent FIRE response times averaged 6.3 minutes. Three 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). 54% of all Ambulance calls resulted in transporting patients to Hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. Full-time personnel attended special (mandated) pipeline emergency response training and participated in new-hire interviews which accrued overtime hours. At this time, we have interviewed multiple worthy and qualified candidates capable of filling all open vacancies. There is no question our recent pay increases have aided in the success of retaining part-time personnel. FFD responded to a couple emergencies located above Farmington Canyon with great results due to the continuous practice of applying the National Incident Management System (NIMS). Preparation work for our departments annual “Life Safety & Open House” is well underway and we expect a strong turnout Wednesday October 7th 6-8 PM.

Training throughout the month focused on Leadership Development, Rope Rescue Operations, Advanced Cardiac Life Support (Certification Renewals), Truck Operations and Farmington Trail Emergencies - Operations. Our Heavy Rescue (HR-71) encountered mechanical failures with its foam and electrical systems requiring extensive repair work. Our reserve Engine (E-72) also encountered several plumbing issues – leaking seals, worn out valves, etc. At this time, best estimates place these repairs around 8-10K. Although unexpected, these repairs are not uncommon for aging apparatus and should last the remaining service life of both vehicles. One of the stations heating units broke down and will be replaced shortly. As per Comfort Systems USA, the existing unit needs extensive repairs bringing the cost within \$4.00 of a more efficient unit with 5-year warranty.

We received notification from our Ambulance manufacturer “Wheeled Coach” that all future Ambulances now require safety features (previously optional) thus increasing the overall projected cost of our approved Ambulance. A Staff Report will be submitted explaining the details shortly.

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

Cell (801) 643-4142 or email gsmith@farmington.utah.gov

Respectfully,
Guido Smith
Fire Chief

Proud Protectors of Your Life and Property – Since 1907



Farmington City Fire Department

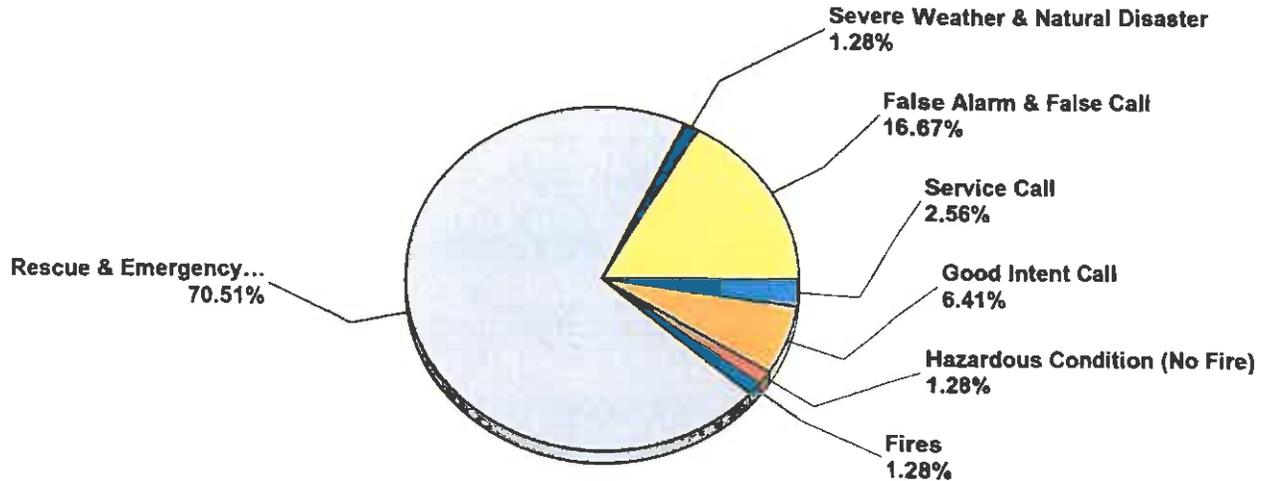
Farmington, UT



This report was generated on 10/13/2015 7:47:53 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/01/2015 | End Date: 09/30/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	1.28%
Rescue & Emergency Medical Service	55	70.51%
Hazardous Condition (No Fire)	1	1.28%
Service Call	2	2.56%
Good Intent Call	5	6.41%
False Alarm & False Call	13	16.67%
Severe Weather & Natural Disaster	1	1.28%
TOTAL	78	100.00%

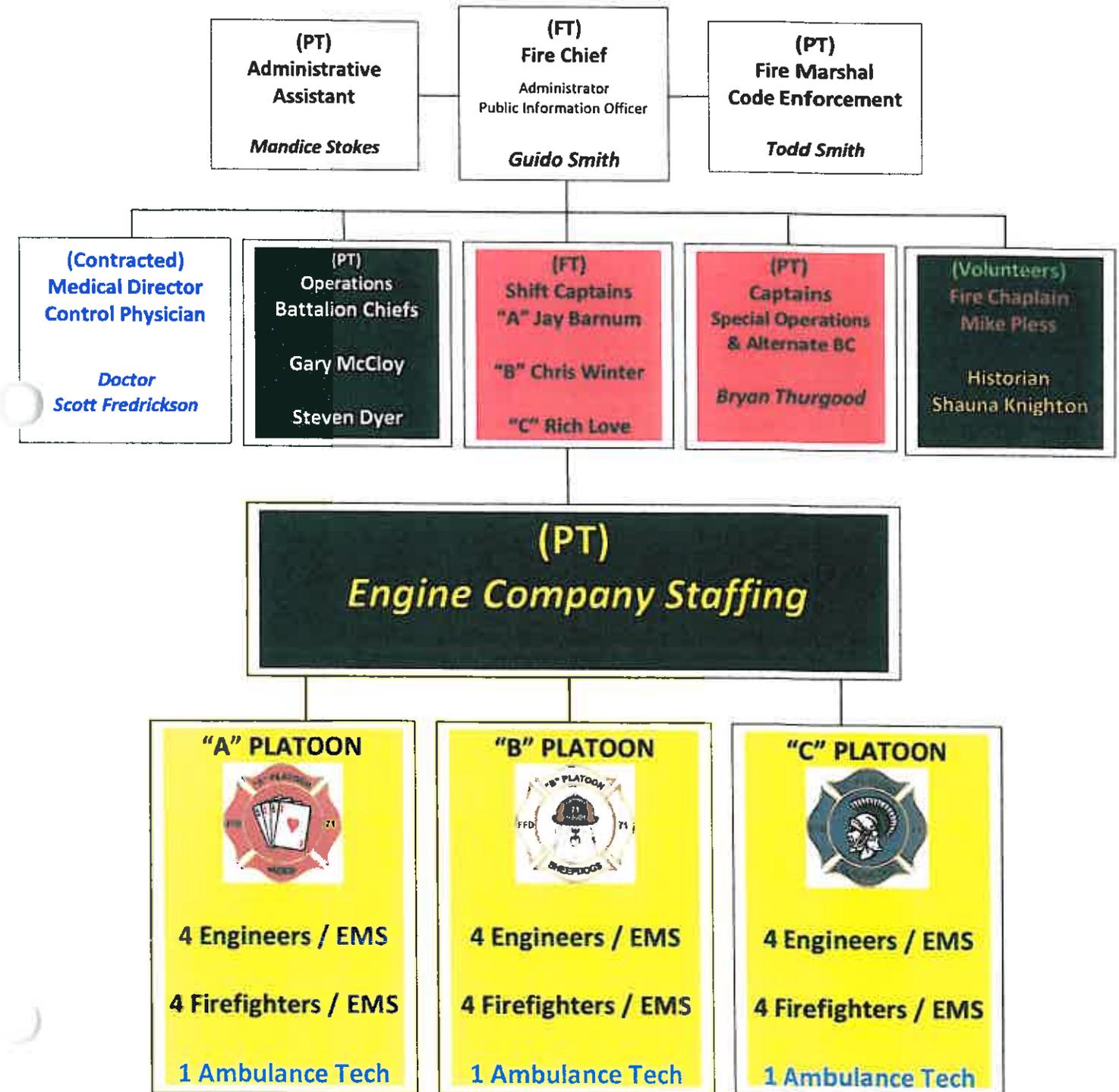
Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



Farmington City Fire Department



Administrative Organization Chart





Farmington City Police Department 2015 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	185	173	186	194	222	265	285	232	231			
Total Reports Officer	68	73	69	86	94	92	119	82	121			
Crime	103	81	93	77	100	139	125	107	74			
Accident	18	19	24	31	29	35	45	38	33			
Supp	54	29	52	44	33	52	52	41	34			
Citations												
Total Cites	175	112	178	140	193	130	145	158	148			
Traffic	76	85	142	97	153	80	110	121	121			
Speed	21	24	39	28	32	18	27	28	22			
Parking	66	0	0	5	2	1	1	22	0			
Other	33	28	36	43	40	50	30	37	27			
Activities												
Total	3200	3061	3615	2848	3108	3134	3482	3104	2913			
Investigations Working	53	56	39	30	37	56	62	65	67			
# Reports	47	38	49	40	24	30	45	32	32			



Farmington City Police Department 2015 - Summary Cont.

		YTD	AVG
Cases		1973.00	219.22
Reports	Officer		89.33
	Crime		99.89
	Accident	272.00	30.22
	Supp		43.44
Citations	Total	1379.00	153.22
	Traffic		109.44
	Speed	26.56	239.00
	Parking		10.78
	Other		36.00
Activities		28465.00	3162.78
Investigations	Working		51.67
	# Reports	337.00	37.44

CITY COUNCIL AGENDA

For Council Meeting:
November 3, 2015

SUBJECT: Mayor Talbot & City Council Reports

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