

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 a discussion regarding the Lot Smith statue and 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, August 20, 2019, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

NEW BUSINESS:

7:05 Plat Amendment and Waiver of Open Space Agreement -- Farmington Creek Estates Phase III PUD

7:20 Reimbursement/Pioneering Agreement Extension Request

7:30 Communications Plan Contract with Love Communications

SUMMARY ACTION:

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

7:40 Minute Motion Approving Summary Action List

1. Approval of Minutes from August 6, 2019
2. Utah Public Treasurers' Investment Fund (PTIF)

Minute motion adjourning to the Municipal Building Authority (MBA) meeting.
(See MBA Agenda)

Minute motion to reconvene the City Council Meeting.

GOVERNING BODY REPORTS:

7:50 City Manager Report

1. Fire Monthly Activity Report for June

7:55 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 15th day of August, 2019.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

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

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

Posted 08/15/2019

CITY COUNCIL AGENDA

For Council Meeting
August 20, 2019

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:
August 20, 2019

SUBJECT: Plat Amendment and Waiver of Open Space Agreement – Farmington Creek Estates Phase III PUD

ACTION TO BE CONSIDERED:

Approve the enclosed petition to amend the Farmington Creek Estates Phase III PUD subdivision plat and a reduction of open space or waiver, and authorize the Mayor to sign the agreement to warrant the waiver, which process is consistent with City ordinances and reduce the size of the drainage easement as directed by the City Engineer.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: August 20, 2019

SUBJECT: **PLAT AMENDMENT AND WAIVER OF OPEN SPACE
AGREEMENT—FARMINGTON CREEK ESTATES PHASE III PUD**

RECOMMENDATION

Move that the City Council approve the enclosed petition to amend the Farmington Creek Estates Phase III PUD subdivision plat as requested, and approve a reduction of open space, or waiver, by authorizing the Mayor to sign the enclosed agreement to receive comparable compensation to warrant the waiver, which process is consistent with City ordinances—and thereafter reduce the size of the drainage easement thereon as directed by the City Engineer.

BACKGROUND

On July 16, 2019, the City approved a previous plat amendment petition by Darren and Mari Kimoto to consolidate a platted lot with an adjacent platted parcel to create one lot. Thereafter, the applicant and an owner of open space property south of the Kimoto lot asked the City to approve another plat amendment thereby adjusting their common boundary line; however, this will result in the loss of open space required for the entire PUD. The ordinance allows the City Council at its discretion to waive the open space subject to the City receiving comparable compensation. Staff is proposing compensation as per the sale of nearby conservation land a few years at \$0.45 s.f., but adjusted for inflation to equal \$0.65/s.f. in today's dollars. Moreover, the property (the subject of the Kimoto petition) is encompassed by a drainage easement, which is much more valuable to the City than the cost of conservation land—nevertheless, staff is recommending the \$0.65/s.f. amount.

Respectively Submitted

David Petersen

Community Development Director

Review and Concur

Shane Pace

City Manager



Darren Kimoto
802 Country Ln
Farmington, UT 84025

August 8, 2019

Farmington City
City Planning
Dave Petersen

Dear Dave,

This letter is to officially request a Plat Amendment to combine the new parcel that I am purchasing from Andy McFarland, with the rest of my lot. We have come to an agreement to purchase approximately .065 acres of the open space directly south of the back portion of my lot and add it to my existing lot. This is being done to get closer to squaring up the property line of my lot as well as make room for future plans for the back side of my lot.

Please see the enclosed exhibit showing the parcel to be annexed into my lot from the adjacent open space owned by Andy McFarland.

All property holders, Darren and Mari Kimoto as well as Andy McFarlane are signators, affirming that they will not oppose the requested plat amendment.

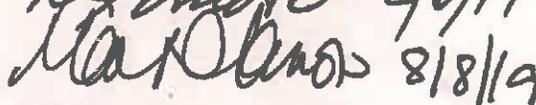
Thank you for attention in this matter.

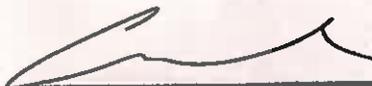
Sincerely,

Darren Kimoto

 8/8/19

Mari Kimoto

 8/8/19



8/8/19

Andy McFarland
854 Country Ln, Farmington, UT 84025

AGREEMENT
WAIVER OF PLANNED UNIT DEVELOPMENT (PUD) OPEN SPACE REQUIREMENT
Farmington Creek Estates Phase III Subdivision

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between Darren S. and Mari D. Kimoto, (hereinafter "Owner") and FARMINGTON CITY, a Utah Municipal Corporation (hereinafter the "City").

RECITALS

WHEREAS, Owner submitted a petition to amend a previously amended Farmington Creek Estates Phase III PUD approved by the City Council on July 16, 2019, which current petition was signed by Andy McFarland owner of adjacent property, whereby the Owner and Andy McFarland desire to adjust their common boundary line, which property, approximately 0.065 acres, is more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof (hereinafter the "Property"); and

WHEREAS, the boundary adjustment will result in a loss of open space required by the City for PUDs as set forth in Chapter 27 of its Zoning Ordinance; and

WHEREAS, any provision of Chapter 27 may be waived by the City pursuant to Section 11-27-155 related thereto, but shall require comparable compensation, offsite improvements, amenities or other consideration of comparable size, quality and/or value; and

WHEREAS, the parties hereto agree that the payment amount set forth below, approximately \$0.65/square foot, warrants comparable compensation for the waiver; and

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

1. Payment. Owner shall pay to the City \$1,840.00 as comparable compensation to enable a waiver of a portion of the required open space described in Exhibit A for the aforementioned PUD (the "Waiver Amount"). The Owner must pay the Waiver Amount prior to, or concurrent with, the recordation of the final plat for the amended subdivision/PUD.

2. Default. In the event the City's approval of the final plat expires prior to the plat recordation, this Agreement shall be null and void.

3. Warrant of Authority. Owner hereby warrants that he has authority to commit the land use approvals for the Property, as conditional on the payment of the Waiver Amount.

4. Assignment. Owner shall not assign this Agreement or any rights or interests herein without the prior written consent of the City, which consent shall not be unreasonably withheld.

5. Notice. Any notices, requests and/or demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to its address shown below:

To the Owner:

Darren S. and Mari D. Kimoto
802 South Country Lane
Farmington, Utah 84025

To the City:

Farmington City
Attention: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

6. Amendments. Any amendments to this Agreement must be in writing and signed by the respective parties hereto.

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

“CITY”
FARMINGTON CITY

By _____
Mayor

ATTEST:

City Recorder

“OWNER”

By: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, _____, personally appeared before me _____, who being by me duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

OWNER ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, _____, personally appeared before me _____ and _____, who being by me duly sworn, did say that they are the Owners of the subject property and acknowledged to me that they executed the foregoing Agreement.

NOTARY PUBLIC

My Commission Expires:

Residing at:

Exhibit "A"

Property Description

CITY COUNCIL AGENDA

For Council Meeting:
August 20, 2019

S U B J E C T: Reimbursement/Pioneering Agreement Extension Request

ACTION TO BE CONSIDERED:

Approve the enclosed First Amendment to Public Improvements Extension and Reimbursement Agreement as requested by Ivory Homes, which will lengthen the term of the agreement from March 21, 2022 to March 21, 2027.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: August 20, 2019

SUBJECT: **REIMBURSEMENT/PIONEERING AGREEMENT EXTENSION
REQUEST**

RECOMMENDATION

Move that the City Council approve the enclosed First Amendment to Public Improvements Extension and Reimbursement Agreement as requested by Ivory Homes which will lengthen the term of the agreement from March 21, 2022 to March 21, 2027.

BACKGROUND

Ivory Homes developed the Davis Creek Subdivision, including local streets and other improvements which abut and create a direct benefit to adjacent properties in the event they develop. Accordingly the City entered into a pioneering agreement with Ivory Homes to provide a window of opportunity to allow them a chance to recoup some of their costs. This area is characterized by larger lot development and the absorption rate for this segment of the market is much slower in today's economy. It may make sense to extend the term of the agreement as the master plan/zoning for the area for the larger lots is determined by the City.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Shane Pace
City Manager

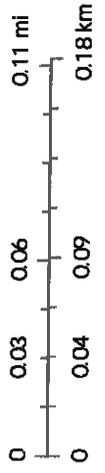
Farmington City Information



8/14/2019, 9:55:32 AM

-  Farmington City Boundary
-  Parcels

1:4,514



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



978 E. Woodoak Lane, Salt Lake City, Utah 84117 • (801) 747 - 7000 • Fax (801) 747 - 7090

August 1, 2019

Farmington City
ATTN: Mr. Dave Petersen
160 S Main
Farmington, UT 84025

Mr. Dave Petersen:

On March 21, 2017 Ivory Development, LLC, "Ivory", entered into a Public Improvements and Reimbursement Agreement with Farmington City, "City". This agreement refers to the Davis Creek subdivision developed by Ivory, whereas, Ivory installed public improvements at great expense, which benefit not only Ivory's project but also neighboring properties on 475 W that plan to use this infrastructure in the foreseeable future. This agreement has been attached to this letter for reference.

Recently, a neighboring property owner has contemplated development activities on their property. This property owner contacted Ivory to provide a cost estimate. Ivory provided this cost estimate based on the original Public Improvements and Reimbursement Agreement, which is attached to this letter. The property owner declined to pay Ivory their fair portion of the improvements indicating that they would rather wait to develop until the agreement expires in a little over two years.

The intent of the Public Improvements and Reimbursement Agreement was to help Ivory recover costs it incurred to build the mentioned public improvements. The 475 W roadway was shifted by the City to the western boundary line to open-up development to these neighboring properties. Ivory complied with this shift and entered into the Public Improvements and Reimbursement Agreement to recoup the costs for the improvements. It is only fair that Ivory recoup proportionate costs from neighboring properties that benefit from this infrastructure.

Ivory hereby petitions Farmington City to amend the Public Improvements and Reimbursement Agreement with the attached extension to March 21, 2027. The previously agreed upon time frame clearly is insufficient time for Ivory to recoup costs it incurred for these public improvements.

Regards,

IVORY DEVELOPMENT, LLC

Christopher P. Gamvroulas, President of Ivory Development

**FIRST AMENDMENT TO PUBLIC IMPROVEMENTS EXTENSION AND
REIMBURSEMENT AGREEMENT**

This First Amendment to Public Improvements Extension and Reimbursement Agreement ("First Amendment") is entered into this ___ day of July, 2019 ("First Amendment Date"), by and between Farmington City, a Utah municipal corporation, hereinafter referred to as the "City," and Ivory Development, LLC, a Utah limited liability company, hereinafter referred to as the "Developer."

WHEREAS City and Developer previously entered into that certain Public Improvements Extension and Reimbursement Agreement ("Agreement") dated on or about March 21, 2017 with respect to real property located in Farmington City, State of Utah ("Property");

WHEREAS City and Developer desire now to enter into this First Amendment to further amend and modify the terms of the Agreement as set forth below.

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Developer agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Agreement.

2. Term of Agreement. City and Developer agree paragraph 5 of the Agreement is deleted and restated as follows:

It is agreed that the City will make a good faith effort to collect those sums identified in paragraph 2 until March 21, 2027 or until such time as the Benefitted Properties proportionate share of the improvement costs has been received by the Developer, whichever occurs first.

3. Subordination of Conflicting Terms. In the event of a conflict in the terms and conditions of this First Amendment with the terms and conditions of the Agreement, the terms and conditions of this First Amendment shall be binding and govern the conduct of the parties.

4. No Other Changes. All provisions in the Agreement as it may have been previously amended not specifically amended by this First Amendment shall remain in full force and effect.

5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but with all such counterparts being taken together to constitute a single original.

IN WITNESS WHEREOF, the parties hereto have set their hands to this First Amendment effective as of the date above first written.

CITY

FARMINGTON CITY

By: _____

Its: _____

DEVELOPER

IVORY DEVELOPMENT, LLC
a Utah limited liability company

By: _____

Its: _____

RETURNED

JUN 15 2018

PUBLIC IMPROVEMENTS
EXTENSION AND REIMBURSEMENT AGREEMENT

E 3100036 B 7039 P 915-928
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
JUN 15 2018 03:17 PM
FEE \$0.00 Pgs: 14
DEP RT REC'D FOR FARMINGTON CITY C
ORP

9-080-0011
9-080-0071

THIS AGREEMENT is made and entered into as of the 21 day of March, 2017, by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the "City," and IVORY DEVELOPMENT, LLC, a Utah limited liability company, hereinafter referred to as the "Developer."

RECITALS:

WHEREAS, the Developer is developing a subdivision within the City at approximately 475 West and Glover's Lane, referred to as the Davis Creek Subdivision, which is located on property more particularly described in Exhibit A, attached hereto and by this reference made a part hereof; and

WHEREAS, the Developer is required by City ordinance to install certain public improvements within the Project and outside the boundaries of the Subdivision; and

WHEREAS, some of those public improvements will provide direct benefits to neighboring properties that the parties anticipate will undergo development in the foreseeable future (the "Benefitted Properties"); and

WHEREAS, the Developer desires to be reimbursed for a proportionate share of the costs associated with the construction and installation of the public improvements which will benefit other neighboring properties;

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

1. **Developer's Obligation.** Developer hereby agrees to install those improvements described in Exhibit "B" attached hereto and by this reference made a part hereof, which improvements are also set forth in the public improvements drawings approved by the City for the Davis Creek Subdivision.

2. **Collection and Payment of Reimbursement.** The City will require owners of the Benefitted Properties that develop, subdivide or apply for building permits to pay to the City the proportionate share of the cost of the improvements set forth in paragraph 1 prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the City based upon consideration of the street frontage, and parcel size, and other relevant factors as of the date of this agreement of each respective Benefitted Property all as set forth in Exhibit "B" attached hereto. The funds collected shall be paid by the City to the Developer.

3. **Assignment.** The Developer specifically agrees to accept those funds which are in fact collected by the City during the term of this Agreement as full and final payment under the terms of this Agreement. Further, the Developer agrees to hold the City and its officers, employees, agents and representatives harmless from liability for any sums which, for any reason, are not collected, provided that the City has made a good faith effort to collect such sums. In the event the City is unable to collect such sums, the City shall, upon written request from the Developer, assign to the Developer any right the City may have to collect such sum and the Developer may then take whatever legal action Developer deems appropriate to collect such sums due and owing under the Agreement. The City does not warrant or guarantee that any sums will be collectible. Immediately upon the City's assignment of any right to collect such sums, Developer agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from all claims, suits, costs, expenses and attorneys' fees arising from or connected with the collection or attempts to collect such sums.

4. **Ownership and Improvements.** The City shall own the public improvements which are the subject of this Reimbursement Agreement. Nothing in this Agreement shall be construed to alter or affect in any way Developer's obligations under any other agreement with the City relating to the installation of public improvements or reimbursement therefor.

5. **Term of Agreement.** It is agreed that the City will make a good faith effort to collect those sums identified in paragraph 2 for a period of five years from the date of this Agreement or until such time as the Benefitted Properties proportionate share of the improvement costs has been received by the Developer, whichever occurs first.

6. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, officers, employees, agents, successors and assigns.

7. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

8. **Amendments.** This Agreement may be amended only in writing signed by the parties hereto.

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

“CITY”

ATTEST:

FARMINGTON CITY

Holly Gadd
City Recorder



[Signature]
Mayor

ATTEST:

“DEVELOPER”

IVORY DEVELOPMENT, LLC
a Utah limited liability company

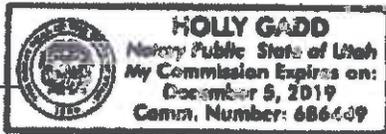
By: *[Signature]*

Its: *[Signature]*

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 21 day of March, 2017, personally appeared before me H. James Talbot, who being by me duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

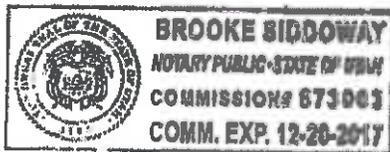


Holly Gadd
Notary Public

DEVELOPER ACKNOWLEDGMENT

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

On the 6th day of September 2017, personally appeared before me Darin Haskel who being by me duly sworn did say that (s)he is the manager of IVORY DEVELOPMENT, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Brooke Siddoway
Notary Public

EXHIBIT "A"

Legal Description

Davis Creek

This legal describes Tax Parcel ID 08-080- 0017 and 08-080- 0077, generally located south of Glover's Lane and East of 650 West in Farmington City, situate in the Southeast Quarter (SE 1/4) of Section 25, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Commencing at the South Quarter of said Section 25 at a found Davis County 3" Brass Cap; thence along the west line of said Southeast Quarter North 00°29'51" West 2513.42 feet; thence departing said west line South 89°52'00" East 853.95 feet along the centerline of Glovers Lane; thence departing said centerline South 00°08'00" West 33.00 feet to the south right-of- way line of said Glovers Lane and the **Point of Beginning**;

Thence along said right-of- way line South 89°52'00" East 300.00 feet; thence departing said right-of-way line South 00°08'00" West 525.00 feet; thence South 89°52'00" East 355.00 feet; thence South 00°20'12" West 543.32 feet to a point on a fence line defined in that certain Boundary Line Agreement, Recorded September 26, 2005, as Entry 2108665, Book 3878 at Page 1860; thence the next three (3) calls along said Boundary Line Agreement; 1) South 89°57'06" West 0.77 feet; 2) North 89°34'27" West 383.45 feet; 3) South 89°12'57" West 0.20 feet; thence departing said fence line North 00°08'00" East 365.78 feet; thence North 89°52'00" West 268.66 feet; thence North 00°08'00" East 700.58 feet to the **Point of Beginning**.

The above-described portion contains 413,679 square feet or 9.496 acres.

BASIS OF BEARING

North 00°29'51" West, being the bearing of the west line of the Southeast Quarter (SE 1/4) of Section 25, Township 3 North, Range 1 West, Salt Lake Base and Meridian.

End of description

EXHIBIT "B"

EXHIBIT B

ENTIRE Estimate for
Davis Creek



STATE OF UTAH

COUNTY OF WEBER

JOB NUMBER 17-014

THIS CONTRACT made at Ogden, Utah this 8th day May, 2017, by and between Ivory Development LLC, a Utah Limited Liability Company, with the principal place of business at 978 Wood Oak Lane Salt Lake City, Utah 84117 hereinafter referred to as the "OWNER," and KAPP CONSTRUCTION & DEVELOPMENT CO., INC. a Utah Corporation, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

THAT for and in consideration of the covenants and conditions herein contained, **IT IS HEREBY AGREED AS FOLLOWS:**

The Contractor will perform the work described in Section A below in a good work manlike manner at the locations specified by the Owner. The Contractor will supply materials, if any, as specified in Section B below. The Contractor will furnish at his own expense all permits, licenses, labor, services, equipment, tools, installation supplies, and other items for the prompt and efficient execution of the contract in accordance with the schedule set forth in Section C below. The price for completion of the work is shown in Section A and will be paid as set forth in Section D below.

1. **SCOPE OF WORK** The work to be performed by the Contractor under the terms of this agreement consists of furnishing all labor and material, tools, implements, equipment, scaffolding, permits, fees, etc., to do all of the following, in strict accordance with the plans and specifications for the construction of Davis Creek Subdivision for which construction the

Contractor has the prime contract with the Owner, together with all addenda or authorized changed issued prior to the date of the execution of this agreement.

SECTION A --- DESCRIPTION AND SCOPE OF WORK AND CONTRACT PRICE:

Exhibit A. Bid Dated 04-10-2017

Plans Dated 04-04-2017

SECTION B --- MATERIALS TO BE FURNISHED:

Included in Section A.

SECTION C --- COMPLETION SCHEDULE:

To be completed in a timely manner.

SECTION D PAYMENT SCHEDULE:

The Owner agrees to pay to the Contractor for the completion of the herein-described work for the sum of \$703,274.00 (Seven Hundred Three Thousand Two Hundred Seventy Four Dollars and Zero Cents). The Contractor shall prepare monthly statements of material and labor and submit them to the Owner prior to the *FIRST* day of each month, and payments to the Contractor shall be paid on the *THIRTYITH* day of each month. Amounts not paid on time shall bear interest at the rate of 18% per annum.

2. **PROSECUTION OF WORK.** The Contractor shall prosecute his work with due diligence so as not to delay the work of the Owner or other Contractors.

The Contractor shall not be held liable for any delays arising out of Acts of God, strikes, embargoes, or other caused explicitly determined to be beyond the control of the Contractor.

3. **CHANGES ADDITIONS AND DEDUCTIONS.** The Owner may add to or deduct for the amount of work covered by this agreement, and any changes so made in the amount of work involve, or any other parts of this agreement, shall be by a written amendment hereto setting forth

CF

Mr

in detail the changes involved and the value thereof, which shall be mutually agreed upon between the Owner and the Contractor.

4. **ATTORNEY'S FEES:** In the event a party breached with the agreement, he shall pay the other reasonable attorney's fees.

5. **ASSIGNMENT OR SUBLETTING OF CONTRACT.** This contract may not be assigned or sublet by the Contractor to any other persons or company without specific written consent by the Owner. If assigned or sublet with approval, the further Subcontractor will be bound by the conditions of this contract and the Contractor will be responsible for enforcing such compliance and for damages resulting from non compliance.

6. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Contractor shall timely comply with all governmental laws, rules, ordinances, and regulations of every kind of character appertaining in a manner to the work, including, but not limited to, the completion of forms and the presenting of information.

The Owner and Contractor signify their understanding and agreement with the terms hereof by affixing their signatures hereunto.

IVORY DEVELOPMENT LLC.

BY: 

~~OWNER~~ Project Manager

DATE: 5/8/17

KAPP CONSTRUCTION & DEVELOPMENT
COMPANY, INC.

BY: 

CONTRACTOR

DATE: 5-8-17

KAPP CONSTRUCTION
601-383-7380
BID COMPARISON
DAVIS CREEK SUBDIVISION
IVORY DEVELOPMENT

EXHIBIT A

Description	Quantity			Unit Price	Amount	Notes
	Units	Qty	Unit Price			
Site Prep						
Temp Fencing	LS	1	480.00		480	
Construction Entrance	LS	1	1,100.00		1,100	
Bill Fences	LP	1889	1.88		3,550	
Wind Protection	LS	1	461.00		461	
SUBTOTAL					5,591	
Excavation						
Excavate Street Area	LS	1	3,000.00		3,000	
Grade and back fill with compacted subgrade	LS	1	8,467.00		8,467	
Excavate Street Shoulder	LS	1	3,750.00		3,750	
Excavate Shoulder 14' for storm sewer	TON	10153	10.61		108,000	Excavate 14' wide to allow for storm sewer
Excavate 14' wide to allow for storm sewer	TON	10153	10.61		108,000	Excavate 14' wide to allow for storm sewer
SUBTOTAL					227,217	
Storm Sewer						
Install 18" storm sewer	EA	1	2,170.00		2,170	
Install 18" storm sewer	LS	1	300.00		300	
Install 18" storm sewer	EA	1	348.00		348	
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	15.75		15.75	
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					17,074	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
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Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
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SUBTOTAL					5,321	
Asphalt						
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Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
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SUBTOTAL					5,321	
Asphalt						
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SUBTOTAL					5,321	
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SUBTOTAL					5,321	
Asphalt						
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Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
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Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
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Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
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Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	
Asphalt						
Install 18" storm sewer	EA	1	1,870.00		1,870	
Install 18" storm sewer	EA	1	1,811.00		1,811	
Install 18" storm sewer	LS	1	1,640.00		1,640	
SUBTOTAL					5,321	

Handwritten initials: NK and a signature.

A) Curb and Gutter and Asphalt on Glovers Lane to be completed by Farmington City
A) Demolition and removal of trees by others.

CF
NV

Plus and abandon existing line	EA	1	544.00	544
2" Secondary Water Service Stubbed to the West	EA	1	5,356.00	5,356
Sand Pipe Bedding	TON	363	10.00	3,630
Import Backfill	TON	160	8.16	1,484
Remove existing secondary pipe	LF	720	7.90	6,940
				-
				-
SUBTOTAL				59,266
CONCRETE IMPROVEMENTS				
30" Curb and Gutter with fiber and 6" Roadbase	LF	1408	16.85	23,617
Handicap Ramp	EA	2	500.00	1,000
Concrete Manhole Collars	EA	3	360.00	1,080
Concrete Valve Collars	EA	8	269.00	2,367
Survey Monuments	EA	1	370.00	370
SUBTOTAL				27,194
ASPHALT IMPROVEMENTS				
3" Asphalt with Fine Grade	SF	20768	1.22	25,371
12" Stone Road Roadbase	SF	20768	1.15	23,815
Saw Cut Edge of asphalt	LS	1	720.00	720
SUBTOTAL				50,007
MISCELLANEOUS - CONTRACTOR				
Utility Trenching No Conduit	LF		5.00	-
6" Conduit Material Only	LF		4.85	-
4" Conduit Material Only	LF		3.75	-
3" Conduit Material Only	LF		3.60	-
4" SCH 40 PVC	LF		4.65	-
4" PVC	LF		1.08	-
3" and 4" Utility Bands	EA		150.00	-
Sand Bedding	TON		11.65	-
Job Set Up and Mobilization	LS		-	-
SUBTOTAL				-
TOTAL CONTRACTED IMPROVEMENTS				219,047

NOTES:

- All Billing to be at actual quantities installed.
- Bid doesn't include any winter conditions.
- All excess soils to remain onsite
- All Compaction Testing to be paid by the developer at cost plus 10%
- SWPPP Permit to be by developer
- All SWPPP Maintenance to be completed at a time and material basis.
- Storm Water Pollution Prevention Plan to be paid for by owner.
- All street sweeping will be done at \$100.00 per hour as needed.
- Any permits needed from Cities, Counties or State Agencies will be at actual costs plus 5%
- All engineering and layout to be by others.
- Bid as per plans dated 04-04-2017
- All Curb and Gutter and Asphalt on Glovers Lane to be completed by Farmington City.
- All Demolition and removal of trees by others.



Davis Creek 475 West 1/2 Roadway Improvement Costs
Total length of roadway 438 LF

<u>Street Improvements</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Reimbursement</u>	
30" Curb and Gutter	438 LF	15.85 \$	6,942.30	
3" Asphalt	6132 SF	1.22 \$	7,481.04	
12" Roadbase	6132 SF	1.15 \$	7,051.80	
Saw Cut Edge of Asphalt	1 LS	180 \$	180.00	
Traffic Control	1 LS	255 \$	255.00	
Street Excavation	1 LS	1000 \$	1,000.00	
Concrete Manhole Collar	2 EA	350 \$	350.00	1/2 Cost
Concrete Valve Collar	1 EA	263 \$	131.50	1/2 Cost
Total		\$	23,391.64	

Utility Improvements

Sewer

Connect to existing manhole	1 EA	2132 \$	1,066.00	1/2 Cost
Saw Cut Remove Asphalt	1 LS	356 \$	178.00	1/2 Cost
Traffic Control	1 LS	348 \$	174.00	1/2 Cost
4" Asphalt Patch	300 SF	6.3 \$	945.00	1/2 Cost
8" PVC Sewer Main	438 LF	13.75 \$	3,011.25	1/2 Cost
8" Sch 80 PVC Sewer	80 LF	45.4 \$	1,816.00	1/2 Cost
48" Manhole	2 EA	1811 \$	1,811.00	1/2 Cost
Camera Test	1 LS	295 \$	295.00	
Gravel Bedding	258 TON	14.85 \$	1,915.65	1/2 Cost
Import Trench Backfill	1401 TON	9.15 \$	6,409.58	1/2 Cost

Secondary Water

14" C-900 PVC	438 LF	27.15 \$	5,945.85	1/2 Cost
14" Butterfly Valve	1 EA	2820 \$	1,410.00	1/2 Cost
Pressure Test	1 LS	500 \$	500.00	
Connect to existing on Glover	1 LS	4472 \$	2,236.00	1/2 Cost
Sand Pipe Bedding	233 TON	10 \$	1,165.00	1/2 Cost
Import Trench Backfill	117 TON	9.15 \$	535.28	1/2 Cost
Total		\$	29,413.61	

If you need anything else let me know.

Thank You,


 Jacob S Kapp
 President

CITY COUNCIL AGENDA

For Council Meeting:
August 20, 2019

S U B J E C T: Communications Plan Contract with Love Communications

ACTION TO BE CONSIDERED:

Approve the contract with Love Communications for marketing the business park.

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



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

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Brigham Mellor, Economic Development Director
Date: August 20th, 2019
SUBJECT: **Communications Plan Contract – Love Communications**

RECOMMENDATION

Approve the contract with Love Communications

BACKGROUND

During the 2019 budget cycle the City Council prioritized certain budget initiatives that they were presented by the Department Heads. One of the projects that was of strategic importance was the roll out of our Office Park Communications Plan – we have a vision of what we want the office park to be but we need professional assistance in getting that information presentable and in the hands of capable partners.

We have assessed many options and the “one stop shop” agency proposal came from Love Communications. They had the most significant track record in working with local communities and showcased unique skills and abilities that their competitors lacked.

This contract stays within the Council approved FY 2020 budget for this project initiative.

Supplemental Information

1. Communications plan power point
2. Contract with Love Communications

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane Pace
City Manager



North Station CRA's Communications Plan

FARMINGTON CITY

Goals of the Communications Plan

- Establish an a la carte supply of information resources for clients
- Get the information into the hands of the decision makers from an array of backgrounds who will invest time, personnel, and financial resources in our project area.
- Make a development that that is the highest and best use for our community promoting health, safety, well-being, and long term sustainability along physical, social, and financial parameters.

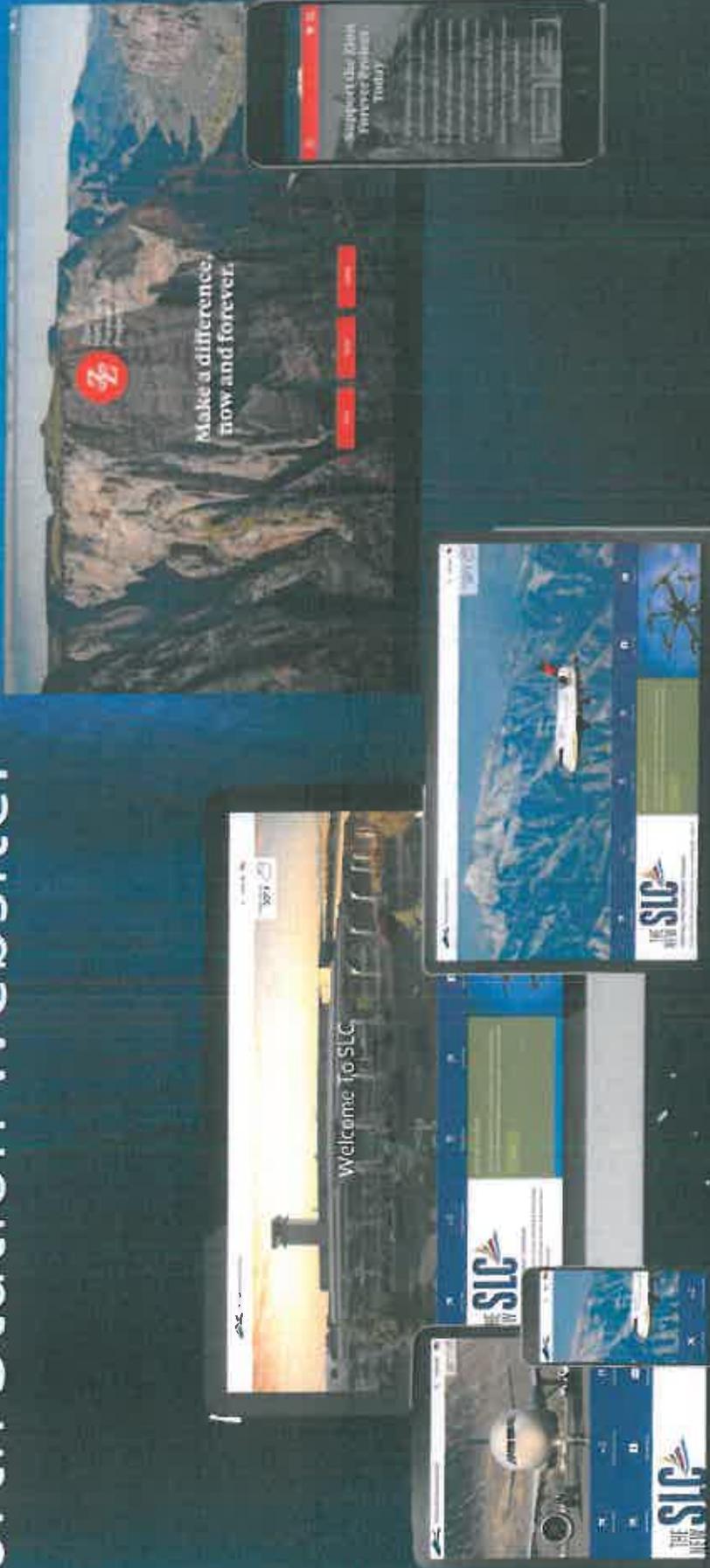
Brand Development

Develop Logo and Brand (not for "Farmington")
for the North Station Mixed-Use Development:

- Website pages
- Social media pages
- Presentational materials
- Educational materials
- Conference and event materials
- Posters, banners and signage
- Invitations
- Web site design and content
- Advertising
- Newsletters
- Office announcements
- Premiums
- RFI responses
- Stationery and business cards

ESTABLISH THE BASE – WHAT IS THE STORY WE WILL BE
"STICKING TO"?

North Station Website:



Motion Design





**Farmington City
& Love Communications
General Client-Agency Agreement**

Aug. 6, 2019

To: **Shane Pace,**
City Manager,
Farmington City
160 South Main Street
Farmington, UT 84025

Love Communications ("Agency") hereby agrees to serve as Farmington City's ("Client") marketing communications agency partner in accordance with and subject to the following terms and conditions, specifically as it applies to the development and launch of North Station Park:

A. AGENCY SERVICES

The Agency will perform the following services for Farmington City:

- Develop a Communications Plan for North Station and its surrounding area
- Develop a North Station brand identity and related materials

These services are separated into several different "buckets" for estimate purposes only; obviously there would be some "bleed" between categories once work is to commence and we learn more about the project and priorities. Love Communications would work carefully with the Farmington City team to provide careful project-by-project estimates, work authorizations and pre-approval on every project or need.

The following estimates are based on preliminary discussions only and would naturally evolve once we have a better feel for the scope of each need.

**Love Communications will bill all labor at its hourly rate of \$150/per hour.
Love Communications administrative personnel will be at the hourly rate of \$125/per hour, if and when needed.**

PHASE 1

- Brand Development/Creative Design/Account Management \$20,000
 - Develop logo treatments, style guide and brand messaging
(approx. 135 hours @ \$150 per hour in agency time)

- Website Design & Development \$40,000
 - Develop design, content, website pages, social media pages and related elements for North Station master website for business development, exposure and ongoing updates

- Develop E-mail template for promotional/business development purposes
 - (approx. 270 hours @ \$150per hour in agency time)
- Collateral Production and Design \$30,000
 - Design and produce additional collateral items (e.g., trade show booths, posters, banners and signage; invitations; stationery and business cards; sales kit materials) to sell North Station's message and promote its brand
 - Develop materials that can be used for presentations, conferences, events and related needs
 - Promote the North Station messaging and story throughout the Western United States
 - (approximately 100 hours in agency time at \$15,000; \$15,000 in potential hard costs for printing, collateral materials)

Phase 1 Cost Estimate \$90,000

PHASE 2

PRELIMINARY APPROVAL BUT NOT TO COMMENCE UNTIL FURTHER NOTICE

- Video Production & Motion Design \$35,000
 - Develop 3-5 minute video to support growth and objectives for North Station
 - Video could include interviews, animation, historical photos or footage and other elements as deemed appropriate during creative development, scriptwriting and pre-production process
 - (approximately 170 hours in agency time at \$25,000; approximately \$10,000 in hard costs like equipment rental, stock footage, talent fees, etc., TBD)
-

Phase 2 Cost Estimate \$35,000

Total Project Cost Estimate \$125,000

B. CHARGES FOR ADVERTISING AND METHODS OF PAYMENT

1. Financial Structure: Hourly + Hard Costs (see above):

- Project Production Fees: All website projects, production and media placement will be estimated by the Agency and submitted for approval prior to execution.

2. Charges for Materials and Services Purchased

You agree to pay us the cost of all media, materials and services, purchased for you on your authorization.

3. Cooperative Advertising

If cooperative advertising is published or broadcast, you agree to pay us the amount, if any, we have obligated ourselves on your authorization to pay media or other parties for space and time.

If, on your instructions, we bill a third party, then payment and responsibility of such charges are assumed by you in event the third party fails to pay us on the normal due date.

4. Charges for Out-Of-Pocket Expenses

You shall reimburse us for express, postage, and other transportation charges involved in shipping advertising materials on your behalf. Also, for photocopies, FAX, long distance telephone charges, research, clipping services, and travel expenses incurred in carrying out your instructions or safeguarding its interest. All such charges will be passed through at net cost.

5. Cash Discount on Materials and Services Purchased

No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us, such charges being accumulated and billed to you on completion of each job.

On jobs which are carried from one month to another and which accumulate charges for portions of the project, such charges will be billed to you as "work in progress" prior to the completion of the job and such "work in progress" charges will then be deducted from the total cost of the job on the final billing.

6. Charges for Special Services Performed by Agency

If you should desire special services from time to time performed by us on your authorization (as distinguished from services purchased outside our organization) the compensation we are to receive shall be agreed upon between us in advance.

C. TERMS OF PAYMENT

1. Client Agreement to Pay

You agree to pay our invoices within 30 days of receipt. We, on our part, agree that such payment dates will not precede by more than 60 days the date on which we pay media. If Client does not pay our invoices, Client will be responsible for any and all legal fees incurred by the Agency to collect payment.

2. Mailing Date of Invoices

So that you may have sufficient time to audit and pay our bills by due date, we will mail invoices at least 30 days before payment date. After 30 days, interest will be accumulated at the rate of 1-1/2% per month on the unpaid balance.

D. GENERAL PROVISIONS

1. Mutually Exclusive Arrangement

If you engage the services of any other advertising agency, you will inform us of such engagement within a reasonable time.

We agree to refrain during the life of this agreement from acting as advertising agency for any company directly competitive with Client without your written consent.

2. Agency Relationship

We are authorized to act as your agent in purchasing materials and services required to produce advertising on your behalf. All such materials and services will become your property upon purchase.

3. Mutual Cooperation

We agree to devote our best efforts to your interests, and to endeavor in every way to make your advertising successful, and you agree to aid us in doing so by making available to us needed information pertaining to your business and to cooperate with us in expediting our work.

4. Approval of Expenditures

We agree to secure your approval of all expenditures in connection with your advertising.

5. Care of Client's Property

We will take every reasonable precaution to safeguard any and all of your property entrusted to our custody or control, but in the absence of negligence on our part or willful disregard by us of your property rights, we are not to be held responsible for any loss, damage, destruction or unauthorized use by others of any of such property.

6. Cancellation of Plans

You reserve the right, in your best interest, to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event, we shall immediately take proper steps to carry out your instructions; but you agree to assume our liability for all commitments, and to reimburse us for any direct costs sustained, and for all expenses incurred in connection with your advertising on your authorizations, and to pay us any service charges relating thereto, in accordance with the provisions of this agreement.

D. GENERAL PROVISIONS (continued)

7. Agency Obligation to Media

Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

8. Failure of Suppliers to Perform

We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments, but we shall not be held responsible for any failure on their part.

9. Disclosure Clauses

We will fully disclose to you any interest or association, which we may have with any supplier of goods or services.

10. Responsibility of Agency

We shall obtain releases, licenses, permits or other authorization to use photographs, copyrighted materials, art work or any other property or rights belonging to third parties obtained by us for use in performing services to you.

11. Responsibility of Client

You shall obtain the same for any such items obtained by you, which are used by us in performing such services, and shall be responsible for any claims with respect to such use.

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services, which you furnish to us in connection with the performance of this agreement.

12. Indemnification of Agency and Client

We agree to exercise our best judgment in the preparation and placing of all advertising and publicity for you, with a view to avoiding any claims, proceedings, or suits being made or instituted against you or ourselves. Additionally, all publicity must be approved by Client. It is mutually agreed, however, that you will indemnify us against any loss we may incur as the result of any claim, suit or proceeding made or brought against us based upon any advertising or publicity which we prepared for you and which was approved before its publication or broadcast.

D. GENERAL PROVISIONS (continued)

12. Indemnification of Agency and Client (continued)

Except as is otherwise provided below, you agree to indemnify and hold us harmless from and against any liabilities and expenses (including attorneys' fees) reasonably incurred by us in respect of any action or proceeding brought or threatened to be brought before any court, administrative body or other tribunal, which action arises out of the services rendered by us hereunder, including, without limitation, liabilities and expenses arising out of claims with respect to advertising prepared by us, except any claim based on our own negligence or intentional acts.

We agree to indemnify and hold you harmless from and against any liabilities and expenses (including attorneys' fees) reasonably incurred by you in respect to any advertising materials prepared by us for you which give rise to any claim pertaining to libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism covered by the then terms and conditions of the Advertisers Liability Policy issued by the Media Professionals Insurance Company or any other insurance company wherein we are named insured.

13. Talent Union Codes

You will also indemnify us against any loss we may sustain resulting from any claim, suit or proceeding made or brought against us for use of any agency-produced commercials by your representatives or by anyone else, when such claim, suit or proceeding rises out of our obligations under the applicable union codes or contracts relating to the production of commercials and is the result of your negligence or failure to act when the obligation to act was known to you.

Your duty to indemnify us under this provision attaches to all commercials made pursuant to this agreement and will not terminate with termination of this agreement.

14. Misleading Advertising

Nothing herein contained shall be deemed to require that we undertake any campaign, prepare any advertising material or publicity or cause publication of any advertisement or article, which, in our judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interests or to ours.

E. TERMINATION OF AGREEMENT

1. Period of Agreement and Notice of Termination

This agreement will become effective **Sept 1, 2019** and shall continue in force until **September 30, 2020**. After that date, the agreement shall continue until terminated by 60 days written notice given by either party to the other and sent by registered mail to the principal place of business of the party to whom such notice is addressed.

2. Placing Advertising and Compensation During Period of Notice

The rights, duties and responsibilities of the agency shall continue in full force during the period of notice including the ordering and billing of advertising in media whose closing dates or broadcast dates fall within such period, and we shall be entitled to all commissions and any other compensation relating to such advertising regardless of who may place it.

After the expiration of the agreed-on interval following notice, no rights or liabilities shall arise out of this relationship, regardless of any plans, which may have been made for future advertising.

E. TERMINATION OF AGREEMENT (continued)

3. Payment for Purchases and Work Done

Any materials, service, etc., we have committed ourselves to purchase for your account, or with your approval shall be paid for by you in accordance with the provisions of this agreement.

4. Disposition of Client's Property and Transfer of Contracts with Media

Upon the termination of this agreement, we shall transfer, assign, and make available to you or your representative within 30 days, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising.

We also agree to give all reasonable cooperation toward transferring with approval of third parties in interest all reservations, contracts and arrangements with advertising media or others, for advertising space, broadcasting time, or materials yet to be used (including un-cancellable contracts) and all rights and claims thereto and therein, upon being duly released from the obligation thereof. Agency will make every effort to assist Client in voiding all agreements and contracts, which had been entered into by Love Communications on behalf of Client.

5. Examination of Records

It is understood that you may at any time during the life of this agreement, and upon reasonable notice, examine our files and records pertaining to the handling of your advertising.

This agreement is accepted and authorized by the signatures below.

AGENCY ACCEPTANCE BY:

Name: Tom Love

Title: President/Founding Partner

Signature _____

Date _____

CLIENT ACCEPTANCE BY:

Name _____

Title _____

Signature _____

Date _____

###

CITY COUNCIL AGENDA

For Council Meeting:
August 20, 2019

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from August 6, 2019
2. Utah Public Treasurers' Investment Fund (PTIF)

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

FARMINGTON CITY COUNCIL MEETING

August 6, 2019

WORK SESSION:

Present: Mayor Jim Talbot; Councilmembers Doug Anderson, Alex Leeman, and Rebecca Wayment. City Manager Shane Pace, Community Development Director David Petersen, Finance Director Greg Davis, Economic Development Director Brigham Mellor, Associate City Planner Meagan Booth and City Recorder Holly Gadd.

Excused: Councilmembers Cory Ritz and Brett Anderson.

Mayor Talbot welcomed everyone for coming.

Presentations by **Beth Holbrook** from UTA to discuss bus routes and **John Lowe** from the Farmington High School Mountain Biking Club. City Council recommended that Planning Commission review this item as a Conditional Use.

Councilmember **Brett Anderson** arrived at 6:58 PM.

REGULAR SESSION:

Present: Mayor Jim Talbot; Councilmembers Brett Anderson, Doug Anderson, Alex Leeman and Rebecca Wayment. City Manager Shane Pace, Community Development Director David Petersen, Finance Director Greg Davis, Economic Development Director Brigham Mellor, Associate City Planner Meagan Booth and City Recorder Holly Gadd.

Excused: Councilmember Cory Ritz.

CALL TO ORDER:

Mayor **Jim Taylor** called the meeting to order at 7:05 PM.

ROLL CALL (Opening Comments/Invocation/Pledge of Allegiance)

Invocation was offered by City Manager **Shane Pace** and the Pledge of Allegiance was led by City Councilmember **Doug Anderson**. Mayor **Jim Talbot** noted that Farmington City has a new Fire Marshall. **Chief Guido Smith** welcomed **James Weston** and gave a brief background on his previous work.

PUBLIC HEARINGS:

Preserve at Farmington Creek Rezone, Schematic Plan and Preliminary (PUD) Master Plan. 90 West 675 North.

Meagan Booth introduced us to the project and speaks about **Andrew Hiller**, the developer who is requesting a rezone of 5.45 acres near the Farmington pond, east of Main St. with access on 90th West. The Applicant is also requesting to Rezone the property from A (Agriculture) to LR-F PUD (Large Residential Foothill zone). Additionally, the applicant is looking for a recommendation for schematic plan and PUD master plan, to develop 11 lots on the property. The applicant is requesting the LR zone which will be consistent with adjacent neighboring homes, including homes on the Compton bench (north) and Rock Mill Estates (east) of the development. The Planning Commission held a public hearing on July 18th and the Planning Commission recommended that the City Council approve the zone to LR, as well as the Schematic Plan and Preliminary (PUD) Master plan for the Preserve at Farmington Creek.

Meagan Booth noted that there were some questions regarding the water table, including new and existing trail connections to adjacent neighborhoods. Most questions were answered during the Planning Commission meeting as well as by the developer. Neighbors were able to address their questions and concerns directly with the developer. Staff also agreed to connect residents with DRC for specific questions including storm water and engineering.

Meagan Booth said the applicant is requesting a PUD overlay in order to have flexibility in lot sizing, setbacks and to preserve the natural trees and vegetation. Therefore, the applicant is proposing a private street for the city cross section, and specific dimensions from the preliminary plat. Our City Engineer will give us a recommendation for Planning Commission in regard to the cross sections. 90th West, owned by Davis County is not a dedicated street or improved street. The developer is proposing a new concrete bridge for access. However, Davis County flood control will not provide any comments until the Planning Commission and City Council approve the schematic plan. **Meagan Booth** noted that the applicant must complete some additional steps for the foothill overlay zone. Those include, drainage, fire protection, grading, and other requirements from DRC. Homes will be 1 to 2 custom floor plan homes.

Mayor Jim Talbot thanked Meagan and then welcomed the developer, Andrew Hiller to speak.

Andrew Hiller, 1268 W Adrian Court in Farmington, UT. 44-year resident. He states that he saw this piece of property and didn't want to see it be scraped, rather he wanted to preserve the trees since they are unique to Farmington and the State of Utah. There has been extra work with surveyors, geotechnical surveys and the water table, which was a concern to others.

David Petersen brings up the zoning and vicinity map to show the property and give a little background in regard to the bridge that is being proposed. Noted that Andrew has also conversed with the neighboring property owners, the Smith family and Evans family, as well as Farmington Public Works and City Engineer. The water line will go on the east side of the vacant lot. There is a dam as well in the Preserve.

Mayor Jim Talbot indicates that this is a public hearing and will now open the public hearing for anybody to speak on this item.

Karen Davis, 180 West 600 North, Farmington UT is just south of the property being proposed for development. She stated she is feeling different about the area and wants to bring attention to a few items she found during this process. Starting with the dam, she stated that it has been repaired several times within the last 20 years, and it did crack some foundations on Compton Bench. The wetland is a concern as well with water. The wetland designation was given to her by the City. **Karen Davis** seems to love the trees around the home as well that they are trying to preserve. She also states that this should be looked into and the road as well near Farmington Pond. Also brought up concern of animals nearby due to 3 feet of water now down to nothing and animals roaming around. She concluded with her love for the city and the area, is understanding that the area needs to be developed at some point but doesn't want someone to put a lot of money into it and also doesn't want problems to arise once development starts. Also states the traffic is already backed up and we could see that worsen perhaps when development starts.

John Bradshaw, 259 E 100 N, Farmington UT, notes that he is responsible for the trees that are planted and noted that he has a lot of emotional investment on this property. He has stated that he has looked at the plans and just recently saw the property for the first time in over a year. He wants to move forward and do something with it at this point. **John Bradshaw** was upset about the vandalism and wants something to be done and has confidence in Andrew for this, he is impressed by him and has noted that he did his homework. He wants to endorse an approval from City Council for this. He wants to also make a recommendation of **Andrew Hiller's** work to the City Council.

Gary Daniels, 139 Oakridge Dr. Farmington UT wanted to speak on his impression on **Andrew Hiller** as well. He had been working with him for a while and said he has shown sensitivity to neighbors, the property and thinks he is

very impressive and great for the development. **Gary Daniels** seems pleased with **Andrew Hiller** and the process of this development.

Louise Mattson 139 Oakridge Dr. Farmington UT, north of the development property. She also feels similar to **Gary Daniels**; he is sensitive to the needs of the neighbors. With the easement going in, she understands there will be road work on her street that could be frustrating at times. **Louise Mattson** is concerned to know if there will be a trail or an access road? Does not want that to happen in this easement. Also curious on the water needs (and pressure), and with the potential of two new developments soon.

Mayor Jim Talbot is closing the Public Hearing; staff and council to report on this topic.

Doug Anderson wants to walk through the process of the lot that is in the flood plain as well as Davis County flood control not being in the process until the schematic plan is approved. **Doug Anderson** wants to know if this investment is going to halt if that cannot be completed. **Meagan Booth** stated that we can get a feel of what Davis County will do but in this case, nothing can be completed until the City approves the schematic, due to demolition, flood control, and the creek. That is all we have right now. **Shane Pace** had a real concern about this project, the purpose is not to kill the project, rather it is to inform the community. Looking near the pond on the plans, there is a Wasatch front fault zone. **Shane Pace** spoke with the state Geologist, he has some concerns with that due to the fault shaking and it's like "shaking water in a bowl," water will come out of the pond. This could be one reason due to the county being concerned. As said in the meeting, the City Council would like to see this schematic approval tonight but is not in favor of a PUD rezone just yet, until we have more feedback from Davis County. Additionally, with more detail on the dam condition.

Andrew Hiller was asked if he has received any feedback on the dam. **Andrew Hiller** states that the dam has been earthquake-proofed. Earthquake mitigation was completed on the dam when it was "rebuilt." Geo-tech survey was completed from Gardner Engineering, who also looked at soil samples. The fault line cannot be controlled but some other properties were built nearby. **Andrew Hiller** knows the fault is there and it concerned him at first but after research, he is confident that it should not be an issue and was given green lights to go ahead and development. He stated that it's the safest hill in Farmington due to how often it is checked. As far as water, the flood plain is where the river is. He understands what will be at risk if a flood occurs. **Andrew Hiller** is confident that they have done enough background work to hopefully avoid any damage. **Shane Pace** suggests either hold on rezone and it was stated we could do a schematic approval without the PUD. If City approves a schematic, the developer will have the opportunity to take this to the County for further information. **Meagan Booth** states the easement for public easement due to the trucks that will need to gain access. **Andrew Hiller** is more than willing to inform neighbors and have the lot be a single family home where they are concerned on the water easement. Developing the lot can potentially destroy the trail that is nearby. Closing that off can cause some issues, however it is not a City trail. The adjacent owners do not want a trail in their yards anywhere.

It was brought up about two access points, this plan will meet this and **Andrew Hiller** can attest to having the plan and two access points. **Andrew Hiller** can provide more information on this. He states that he went to the Evan's family for a second path for driving. However, if it goes that route, then there is no eleventh lot. **Andrew Hiller** had also offered to buy some lot from the Smith family, had it appraised and offered more than what it appraises for. That did not go through either. The dead end road will still have one bridge for driving and a foot bridge, they could be used if needing to get out of the neighborhood immediately. On the schematic, the two circles show a lay out and there is no way to add a stub for driving.

Mayor Jim Talbot asks if we should motion this. **David Petersen** notes that we can delete condition number eight. As for the wetlands, we do know where they are and the fault areas. If there are wetlands on site, we will know about it. **Andrew Hiller** asks with how long this process has already been, he wants to know if he could build a bridge during the low water of this fall instead of spring. **Andrew Hiller** wants to know if they could motion a conditional zone change. It was noted that **Andrew Hiller** has been extremely cooperative and has been patient

during this process, it's a difficult and detailed development. **Rebecca Wayment** wants to add that she appreciates the developer and his sensitivity, and notes that it may be difficult to develop. She noted she has some reservations in regard to the water table, but if you are buying in this area, this is a nook in Farmington. Thinks that uncooperative neighbors should not derail this development. She would like to see what Davis County says as well. **Shane Pace** noted that the only risk we see right now is that the county comes back and says we can't develop.

*Motion: **Doug Anderson** to rezone from AF to LR-F, nobody seconds this. This will be tabled along with preliminary PUD Master Plan.*

*Motion: **Brett Anderson** approve schematic plan, second to approve **Alex Leeman**. All in favor unanimously.*

ADMINISTRATIVE SERVICE AGREEMENT WITH ICMA RETIREMENT CORPORATION

Shane Pace gives a brief history on the funds that were received, noted that Sandy City had about a 3% higher return which are due to the fees. Since Farmington is smaller municipality, there are fees being charged versus Sandy which is a larger city. ICMA came back to say that they would lower fees to .03% with the condition that Farmington signs a new 5-year agreement and a yearly offer of a managed account to employees. Overall, it's purpose is to get more money in our employee's pockets.

*Motion: **Doug Anderson** made a motion to approve the administrative service agreement, and **Rebecca Wayment** seconds this motion, all in favor.*

SUMMARY ACTION:

Councilmember **Cory Ritz**, who is not present tonight, noted that he wanted to make an amendment to the previous minutes and note that he was in favor of Flag Rock and also the time he arrived.

*Motion: **Rebecca Wayment** approves the summary action list and **Alex Leeman** seconds, all in favor.*

GOVERNING BODY REPORTS:

City Manager Report

Shane Pace has a few items to go over, starting with the residents on 100 East 600 North, talked with one resident on the street but the letter provided to the city had signatures from all residents on the street in regard to the traffic on the street and it was noted we could put more speed limit signs up, and adjust our intersection from a two way stop to at least a three way stop.

Recently brought to our attention from the Davis School District, there are two parcels near their property that act as parking for the school district, and part of an original arrangement from the Municipal Building Authority. The City built their building for them and then they have paid their lease back until the bond was paid off. Two parcels were bought during that time and were turned into parking. It was noted that they were a part of the Municipal Building Authority for Farmington. After research, they were reimbursed and fortunately, we were able to verify that information and it was a part of the original deal, and the two parcels will be turned over to the school district.

American Legion asked **Shane Pace** if they could use community room downstairs in City Hall for meetings, they are looking for space still. They are hard to turn down, noted **Shane Pace**. It would be discussed further with Mayor and City Council. We cannot give a key, and the room is not for rent, only employees and organizations from the city are allowed to use it. Overall, there is not a lot of space and availability for a Thursday for American Legion to meet there. **Shane Pace** recommends that we could allow them once a month on Planning Commission

night or a night where we are already here and no conflict with any other committee. Also, no storage and no staff from Farmington City to be present. **David Petersen** suggests a set time while we are here.

Last item, a proposal from developer for the area in the Business Park, **Shane Pace** asks **Brigham Mellor** to speak on this. They have had multiple meetings. **Brigham Mellor** notes this is the remaining piece of the property, 20 acres between the park and Burke Lane. Majority of the property is in a wetland zone. Farmington's response was we have given a lot of concessions as a part of a purchase of the property. Including impact fees, abatements, and we would take the storm water detention when we do a detention basin. They will not mitigate the wetlands; they would like to propose building townhomes. The school district will be cutting back on contribution on tax increment financing incentive if we do put more in homes. If we have residential living of 500 units in this area (home, townhome or apartment) we lose 10% of our tax increment financing. Their joint response is that we understand there will be residential in a mixed use area, however the secondary thought to what we are actually doing. **Mayor Jim Talbot** says this is first and foremost a business park, instead of tearing the ground down for residential. **Shane Pace** noted the developer is on City Council in Sandy City, he said the goal of the property was to sell residential and take that money to buildings for business. The City's general plan states that they will have residential in the area. **Shane Pace** suggests that we change our general plan to note that we need items such as business prior to residential. Residential will be the "fill in." Unanimously the Council said they are not interested in what is being proposed.

City Council Reports

Alex Leeman asks about the cross walks on Main street, **Chad Boshell** is working on this. It was noted that there are not many lights or cross walks on Main street for pedestrians.

Rebecca Wayment asked on the next meeting which that is the first day of school for children, if we could have a bigger police presence at the high school to remind students speed limits around the neighborhoods. Also, on the four-way on Glovers and Frontage, she suggested a street light since it is a darker area and there are kids who ride bikes and walk to school and it's too dark some mornings and compromises their safety. Second item, she received a call from the Miss Farmington Pageant director who wants to bring back Miss Farmington, and not have it funded under Parks and Recreation. She wants to bring a plan in and is wanting to work with the community on this. Farmington is one of the longest running historical pageants and wants to bring it back. **Mayor Jim Talbot** asked for the director to make up a plan to present.

Mayor Jim Talbot announces open house information about **Ken Klinker's** retirement on August 15th and **Keith Johnson's** retirement on August 22nd. **Mayor Jim Talbot** also wants the City Council members to know that there is a League of Cities and Towns Conference (ULCT) that is being held on September 11th – 13th, in Salt Lake City. **Holly Gadd** needs those that will be attending. **Mayor Jim Talbot** will be out during this time. **Shane Pace** will help rally those who need to go in place of **Mayor Jim Talbot**. **Holly Gadd** also noted the Appreciation Dinner on Monday August 12th.

*Motion: **Alex Leeman** motioned to go into closed session, **Rebecca Wayment** second the motion.*

*Motion: **Brett Anderson** made the motion to go out of closed session and adjourn the regular meeting. **Doug Anderson** second the motion.*

ADJOURNED at 8:58 PM

Holly Gadd, City Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Harper, City Treasurer

Date: August 12, 2019

SUBJECT: PTIF Account Authorization

RECOMMENDATIONS

1. Adopt a resolution authorizing access to make changes to the City's account with the Utah Public Treasurers' Investment Fund (PTIF).

BACKGROUND

The Office of the Utah State Treasurer requires that all PTIF pool participants adopt a resolution authorizing at least two individuals from Farmington City to make changes to our PTIF Account. Due to staffing changes, we are removing authorization for Keith Johnson and adding authorization for Greg Davis.

Respectfully Submitted

Shannon Harper
City Treasurer

Review and Concur

Keith Johnson
Assistant City Manager



Office of the
State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, H. James Talbot (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Farmington City (Name of Legal Entity). Please list at least two individuals.

Name	Title	Email	Signature(s)
<u>Shannon Harper</u>	<u>City Treasurer</u>	<u>sharper@farmington.utah.gov</u>	<u>[Signature]</u>
<u>Greg Davis</u>	<u>City Finance Director</u>	<u>gdavis@farmington.utah.gov</u>	<u>[Signature]</u>

The authority of the named individuals to act on behalf of Farmington City (Name of Legal Entity) shall remain in full force and effect until written revocation from Farmington City (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the _____ day of _____, 20____, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
<u>[Signature]</u>		<u>H. James Talbot</u>	<u>Mayor</u>

STATE OF UTAH)
)
COUNTY OF _____)

Subscribed and sworn to me on this _____ day of _____, 20____, by H. James Talbot (Name), as Mayor (Title) of Farmington City (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(seal)

Minute motion adjourning to the Municipal Building Authority (MBA) meeting.
(See MBA Agenda)

NOTICE & AGENDA

MUNICIPAL BUILDING AUTHORITY OF FARMINGTON

NOTICE IS HEREBY GIVEN that a meeting of the Governing Board of the Municipal Building Authority of Farmington City, Davis County, Utah, will be held at the second floor of **Farmington City Hall** located at 160 South Main, Farmington, Utah, on Tuesday, **August 20, 2019, at 7:40 p.m.** The agenda shall be as follows:

1. Election of Officers
2. Consideration of approval of deed conveyance to the Davis School District of two parcels identified by the following Davis County Tax I.D. #'s: 07-030-0002 and 07-030-0003.

DATED this 15th day of August, 2019.

MUNICIPAL BUILDING AUTHORITY


Holly Gadd, Farmington City Recorder

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, 801-939-9305, at least 24 hours prior to the meeting.



Municipal Building Authority of Farmington Staff Report

To: Board of Directors of the Municipal Building Authority of Farmington
From: David E. Petersen, Community Development Director
Date: August 20, 2019
SUBJECT: **ELECTION OF OFFICERS**

RECOMMENDATION

Move that the Board of Directors of the Municipal Building Authority of Farmington (MBA) adopt the enclosed resolution electing officers for the MBA.

BACKGROUND

Officers are necessary to conduct the business of the Authority. The last officers of the MBA Scott C. Harbertson (Chair) and David Millheim (Secretary) are no longer with Farmington City.

Respectively Submitted

David Petersen

Farmington Community Development Director

Review and Concur

Shane Pace

Farmington City Manager

MBA RESOLUTION NO. 2019-

RESOLUTION OF THE MUNICIPAL BUILDING AUTHORITY OF FARMINGTON CITY ELECTING OFFICERS TO SERVE IN THE MUNICIPAL BUILDING AUTHORITY OF FARMINGTON CITY

WHEREAS, the Municipal Building Authority of Farmington City finds it necessary and desirable to elect the following persons as officers of the Municipal Building Authority of Farmington:

Chair	-	H. James Talbot
Secretary	-	Shane Pace

WHEREAS, these officers shall transact the business and exercise the powers of the Agency in each official capacity as described and provided for within the by-laws of the Municipal Building Authority of Farmington City; and shall serve for the designated term of said office, or until such time as the Board of Directors shall designate an election to be held at a regular meeting of the agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Municipal Building Authority of Farmington City that aforesaid officers be, and are hereby appointed to serve in the Municipal Building Authority of Farmington City.

PASSED on this day 20th of August, 2019 by the Board of Directors of the Municipal Building Authority of Farmington City.

H. James Talbot, Chair

ATTEST:

Shane Pace
Secretary



Municipal Building Authority of Farmington Staff Report

To: Board of Directors of the Municipal Building Authority of Farmington

From: David E. Petersen, Community Development Director

Date: August 20, 2019

SUBJECT: **DEED CONVEYANCE TO DAVIS SCHOOL DISTRICT (DSD)**
Two parcels (Davis County Tax I.D. #'s: 07-030-0002 and 07-030-0003)

RECOMMENDATION

Move that the Board of Directors of the Municipal Building Authority of Farmington (MBA) approve the enclosed quit claim deed conveying the two afore-referenced parcels to the DSD and authorize its Chair to sign and execute the same.

BACKGROUND

The MBA in the 1990s established a bond to build the Kendall Building at the southwest corner of 100 North and 100 East. Proceeds from the bond were also used to acquire parcels 07-030-0002 and 07-030-0003 for additional parking/landscaping (and land for the building) related to the site. The DSD via lease payments to the MBA paid down the principal and interest for bond and thereafter became owners of the building and obtained the parcels thereto, but the MBA did not formally convey these parcels to the DSD. The recommended motion **deeds** the two parcels to the DSD as intended by the MBA.

Respectively Submitted

David Petersen

Farmington Community Development Director

Review and Concur

Shane Pace

Farmington City Manager



Farmington City, who duly acknowledged to me that he executed the same on behalf of said corporation.

My Commission Expires:

NOTARY PUBLIC

Residing at:

Minute motion to reconvene the City Council Meeting.

CITY COUNCIL AGENDA

For Council Meeting:
August 20, 2019

SUBJECT: City Manager Report

1. Fire Monthly Activity Report for June

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



Farmington City Fire Department

Monthly Activity Report



June 2019



Emergency Services

Fire / Rescue Related Calls:

34

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

Ambulance / EMS Related Calls:

77 / Transported 46 (60%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.

Calls Missed / Unable to Adequately Staff:

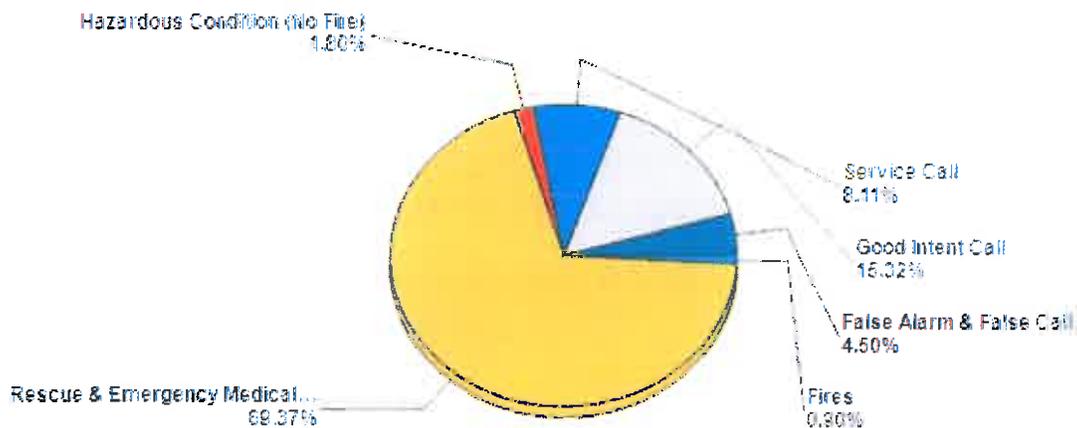
4 (3.6%)

18 YTD (2.3%)

Overlapping Calls:

8 (7%)

90 YTD (11.8%)



On-Duty Crew / Shift Dynamic Data / June 1st – 30th

Emergent Incident / On-Scene Hours / Month Total: 34.32 Hrs. (Approximate 137 Man Hours)

EMS Transport / Turn-Around Hours / Month Total: 92 Hrs. (Approximate 184 Man Hours)

Urgent EMS Related Response Times (average): 5:297 Min/Sec GOAL 5 minutes or less (+ .29)

Urgent Fire Related Response Times (average): 6:51 Min/Sec GOAL 5 minutes or less (+ 1.51)

Part-Time Man-Hours (based on the following 24-day pay periods "June 6th and June 21st"

Part-Time Shift Coverage / Staffing:	1,361	Budgeted 1,344	Variance + 10
Training & Drill Hours:	78.5	1,987.5 (FY19)	
Emergency Calls/ Station Staffing:	11.5	FIRE 1 Hrs. / EMS 11.5 Hrs. 368 (FY19)	
Special Event Hours:	5.5	15 (FY19)	
Part-Time Fire Marshal:	65	Budgeted 120	Variance - 55
Part-Time Fire Inspector	40	Budgeted 90	Variance - 50.0
Full-Time Fire Chief:	N/A	Salary Exempt	Overtime N/A
Full-Time Administrative Asst. x 1	N/A	40 Hour Reg.	Overtime + 3
Full-Time Captains & Engineers x 6	N/A	48/96 Hour Rotation	Overtime + 48
Total PT Staffing Hours:	1,561.5	20,058 (FY19)	

*Shift hours due to new Engineer training and coverage.

Monthly Revenues & Grant Activity YTD

Ambulance Revenue Report / May 2019:

	Month	Calendar Year	FY 2019
Ambulance Services Billed	\$85,207.70	\$1,210,755.17	\$780,281.97
Ambulance Billing Collected	\$33,087.81	\$659,839.88	\$437,265.54
Variiances:	\$52,119.89	\$550,915.29	\$343,016.43
Collection Percentages	39%	54%	56%
Requested Grants / Assistance / Donations:			
NONE		\$0	\$14,944 YTD
Awarded Grants / Funds Received / Donations:			
VLS - Donation Received (AUX-71)		\$3,000	\$14,544 YTD

Department Training & Man Hours

Monthly Staff Meeting & Leadership Training	15	
Shift Drill #1 - EMS - FX Treatment	24	
Shift Drill #2 - FIRE - Hose & Appliances	24	
Shift Drill #3 - EMS - Heat Emergencies	24	
Shift Drill #4 - FIRE - Water Supply / Tender OP's	24	
Shift Drill #5 - EMS - Extreme Sport Injuries	24	
UTA Autonomous Shuttle Training	12	
Actual Training Hours Completed:	147	1,195 HRS YTD

<u>Fire Prevention & Inspection Activities</u>	QTY	
New & Existing Business Inspections:	43	
Re-Inspections:	0	
Fire Plan Reviews & Related:	13	
Consultations & Construction Meetings:	2	
Station Tours & Public Education Sessions:	14	69 YTD

<u>Health, Wellness & Safety Activities</u>	QTY	
Reportable Injuries:	0	0 YTD
Physical Fitness / Gym Membership Participation %:	100%	
Chaplaincy Events:	2	7 YTD

<u>Process Improvement Activities:</u>	QTY	
Process Improvement Program (PIP) Submittals:	1	3 YTD

Monthly Activity Narrative:

Emergent response times averaged just over 5 and a half minutes for EMS responses and just under 7 minutes for fire responses. Emergent incidents included medical responses, vehicle rescues, trail rescue, CO emergencies and a few fire related emergencies. Just over 2 % of 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 lack of availability). This percentage was attributed (in part) by crews attending to twenty-three (7%) overlapping calls which overwhelms our existing staffing model. Sixty percent of all Ambulance calls resulted in transporting patients to local hospitals. Transport revenues continue with little predictability due to collection & mandated billing variables. Overtime hours applied to fulltime staff for shift coverage and training mandates. Monthly training encompassed Treatment of FX’s, Hose & Appliances, Heat Emergencies, Water Supply & Tender Ops, Extreme Sports Injuries, Wildland Firefighter Refresher (Mandatory) and UTA Operations with Autonomous Shuttle systems.

FFD completed its annual “Fire Wise” door-to-door fire prevention campaign on the east side to further educate community members of firework restrictions, boundaries and safe firework practices while promoting the Fire Wise program. We attribute this program to the reduced amount of firework related injuries and interface fires experienced in recent years. Many community members have maintained their properties and successfully reported illegal fireworks prior to fires occurring. Based on this year’s weather and moisture trends, we are expecting a mild wildland season within and around Farmington; however, this can change. Both of our tactical water tenders received suppression upgrades with the addition of Class “A” foam extension tubes placed on the turrets. These tubes allow us to insert solid foam sticks when needed; thus, reducing costs associated with foam proportioning systems that costs thousands of dollars each and require a high degree of maintenance. FFD attended to EMS events to include bike races, rodeo and marathon. FFD also completed a series of operational evaluations on the UTA Autonomous Vehicle (AV). Overall, the AV shuttle performed extremely well; however, a couple of challenges were identified and communicated with UTA representatives - AV unit not recognizing emergency vehicles as compared to regular vehicles. AV unit pulls up closely behind ambulances and fire trucks. This impedes the ability to load / unload patients into the ambulance and unload ladders from fire apparatus.

Please feel free to visit or contact myself at your convenience with questions, comments or concerns: Office (801) 939-9260 or email gsmith@farmington.utah.gov

Guido Smith
Fire Chief

June 2019 Photos: Wildland Equipment Preparation and Training, EMS Standby FHS, Aux-71 Lights & Siren Donation by Vehicle Lighting Solutions (VLS), UTA Autonyms Vehicle Shuttle / Emergency Response Training, Fire Hazard Assessments & Door-to-Door Fire Wise Campaign, Tactical Tender Turret (Class "A" Foam) Upgrade.



Farmington City Fire Department
Proud Protectors of Your Life and Property - Since 1907

