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 presentation by UDOT. 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, January 21, 2020, 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 Resolution Approving an Interlocal Cooperation Agreement with RDA regarding Tax Increment within the Station Park RDA Project Area

Minute motion adjourning to the Redevelopment Agency meeting.
(See RDA Agenda)

7:20 Fee in Lieu of Conservation Land Dedication Agreement – Flatrock Ranch Subdivision (600 South 1525 West)

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

7:30 Minute Motion Approving Summary Action List

1. Approval of Minutes from December 17, 2019
2. Chestnut Farms Phase 4 Improvements Agreement
3. Resolution Appointing City Council Members to Various Committees
4. City Purchasing Card Program

GOVERNING BODY REPORTS:

7:35 City Manager Report

1. Fire Monthly Activity Report for November
2. Building Activity Report for December

7:40 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 16th day of January, 2020.

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.

Posted 01/16/2020

CITY COUNCIL AGENDA

For Council Meeting:
January 21, 2020

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

It is request that City Councilmember Scott Isaacson give the invocation to the meeting and it is requested that City Councilmember Brett 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:
January 21, 2020

S U B J E C T: Resolution Approving an Interlocal Cooperation Agreement with RDA regarding Tax Increment within the Station Park RDA Project Area

ACTION TO BE CONSIDERED:

Approve the Resolution approving an Interlocal Cooperation Agreement with the Redevelopment Agency allowing the City's portion of tax increment within the Station Park Redevelopment Project Area to continue to flow to the Redevelopment Agency until the originally established sunset date of the project are in year 2032.

GENERAL INFORMATION:

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

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

FARMINGTON CITY

H. James Talbot
Mayor

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

Shane Pace
City Manager

City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: January 21, 2020

SUBJECT: Interlocal cooperation agreement with RDA regarding Tax Increment within the Station Park RDA project area

RECOMMENDATION:

Approve the accompanying resolutions approving the Interlocal cooperative agreement allowing the City's portion of tax increment in the Station Park RDA to continue to flow to the Redevelopment Agency until the originally established sunset date of the project area in year 2032.

BACKGROUND:

The City approved an RDA project area in 2005 that collected tax increment created after 2011 - that tax resource was leveraged to invest in public infrastructure for Station Park – including the UTA train station improvements, efficient underground storm drain detention system, esthetic architectural upgrades and other elements that make Station Park what it is today. Under this agreement the tax increment would continue to fund economic development as a percentage match for additional outside infrastructure funding sources namely grants and appropriations from other government entities. By approving this interlocal agreement we are positioning these funds to attract additional funds we would not have access to otherwise. This also allows the city and residents to maximize the property tax benefit from Station Park being in our community and address future infrastructure demands that will arise as a result.

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane Pace
City Manager

Resolution No. _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE REDEVELOPMENT AGENCY OF FARMINGTON CITY, REGARDING TAX INCREMENT WITHIN THE STATION PARK REDEVELOPMENT PROJECT AREA.

WHEREAS the Redevelopment Agency of Farmington City (the "Agency") has been created by the Farmington City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, known as the "Limited Purpose Local Government Entities — Community Reinvestment Agency Act" (the "RDA Act");

WHEREAS under the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), public agencies, such as the City and the Agency, are authorized to enter agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS, the City desires to enter into an Interlocal Cooperation Agreement (the "Agreement"), substantially in the form attached hereto as **Exhibit A**, with the Agency, which Agreement generally provides for the City to extend the Agency's collection of certain tax increment revenues to be generated within the Station Park Redevelopment Project Area, pursuant to the RDA Act;

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE BODY OF FARMINGTON CITY:

1. The Agreement in substantially the form attached hereto and incorporated herein as **Exhibit A** is approved, and the Mayor is authorized and directed to execute the Agreement for and on behalf of the City. The Mayor may approve any minor modifications, amendments, or revisions to the Agreement as may be in the City's best interest and in harmony with the intent and purpose of the Agreement as substantially set forth in the attached **Exhibit A**.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED on January 21, 2020.

_____
Chair

Attest:

_____
City Recorder

Exhibit A

Form of Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of January 21, 2020, by and between the **REDEVELOPMENT AGENCY OF FARMINGTON CITY**, a political subdivision of the State of Utah (the "**Agency**"), and **FARMINGTON CITY**, a Utah municipal corporation (the "**City**") on the following terms:

A. **WHEREAS,** the Agency operates under the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the **"Act"**), and is authorized under the Act to perform, among other things, various community development activities; and

B. **WHEREAS,** this Agreement is made under authority of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the "**Cooperation Act**"); and

C. **WHEREAS,** the Agency has created the Station Park Redevelopment Project Area (the "**Project Area**"), through the adoption of the Station Park Redevelopment Project Area Plan (the "**Project Area Plan**"), dated April 1, 2005, located within the City; and

D. **WHEREAS,** the Agency, City and/or Participant(s) (as that term is defined in the Act) will incur significant additional costs and expenses to provide, among other things, infrastructure improvements, potentially including but not limited to structured parking, site work, roads, active transportation system improvements, trails, tenant attraction, sewer, water, and storm drain within the Project Area, or outside the Project Area and providing a benefit to the Project Area, to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

E. **WHEREAS,** the City has determined to extend the payment of tax increment from the Project Area to the Agency, as specified herein, in order to permit the Agency to leverage private development and further development of the Project Area; and

F. **WHEREAS,** the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, "**Tax Increment**", as defined by the Act) will likely be generated by the further development of the Project Area as described in further detail in the Project Area Plan. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to facilitate, encourage and leverage such development activity.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), will remain 2004, meaning the Base Taxable Value will, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2004 Salt Lake County assessment rolls for all property located within the Project Area.

3. **Payment of City's Share.** The City pledges to the Agency 100% of the City's portion of Tax Increment generated from the Project Area (the "**City's Tax Increment Share**") through and including the tax year 2032. The County is instructed to pay 100% of the City's Tax Increment Share through and including the tax year 2032 directly to the Agency annually. The Agency may retain all 100% of the City's Tax Increment Share for use in accordance with the Project Area Plan and the Act, as determined by the Agency. To be clear, the payment of 100% of the City's Tax Increment Share under this Agreement is not limited by any maximum cap identified in the Project Area Plan or Project Area Budget (each as amended from time to time). The payment of Tax Increment under this Agreement will take effect immediately upon payment of the cap under the Project Area Plan and Project Area Budget.

4. **Agreement(s) with Participant(s).** The Agency is authorized to enter into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the City's Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)'s meeting of certain performance measures as outlined in said agreement. Any such agreement must be consistent with the terms and conditions of this Agreement and must require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, must pay any and all taxes and assessments against the Property, and such other performance measures as the Agency may deem appropriate.

5. **No Independent Duty.** The City has no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the City's Tax Increment Share on an annual basis.

6. **Further Documents and Acts.** Each of the parties agrees to cooperate in good faith with the other and to execute and deliver any further documents and perform any other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

7. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law will be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the City:
Farmington City
160 S Main
Farmington, Utah 84025

If to Agency:
Farmington City RDA
160 S Main
Farmington, Utah 84025

Any party may from time to time, by written notice to the others as provided above, designate a different address which may be substituted for that specified above. Notice sent by mail will be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method will be deemed served or delivered upon actual receipt at the address or facsimile number listed above.

8. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement

between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

9. **No Third-Party Benefit.** There are no intended third-party beneficiaries to this Agreement.

10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and must be enforced to the fullest extent permitted by law.

11. **Amendments.** No addition to or modification of any provision contained in this Agreement will be effective unless fully set forth in writing executed by each of the parties hereto.

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

13. **Waivers.** No waiver of any breach of any covenant or provision herein contained will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

14. **Governing Law.** This Agreement is to be governed by the laws of the State of Utah. The sole and exclusive venue for any dispute will be in a court of competent jurisdiction in Davis County, Utah, and the parties agree to submit to the jurisdiction of such court.

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

16. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

17. **Termination.** This Agreement will terminate immediately after the final payment of Tax Increment to the Agency for the tax year 2032.

18. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement must be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement must be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement must be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The City Manager of the City is designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency will, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property will be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

City: FARMINGTON CITY

Attest:

By: _____
Mayor

_____
City Recorder

Approved and reviewed as to proper form and compliance with applicable law:

_____
Attorney for Farmington City

Agency: REDEVELOPMENT AGENCY OF FARMINGTON CITY

By: _____
Executive Director

Attest:

_____
Secretary

Approved and reviewed as to proper form and compliance with applicable law:

_____
Attorney for Agency

Minute motion adjourning to the Redevelopment Agency meeting.
(See RDA Agenda)

NOTICE & AGENDA

REDEVELOPMENT AGENCY OF FARMINGTON

NOTICE IS HEREBY GIVEN that a meeting of the Governing Board of the Redevelopment Agency 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, January 21, 2020, at 7:10 p.m.** The agenda shall be as follows:

7:10 Roll Call

ACTION ITEMS:

7:15 Resolution Approving an Interlocal Cooperation Agreement with Farmington City regarding Tax Increment within the Station Park RDA Project Area

Motion to adjourn and reconvene the City Council meeting.

DATED this 16th day of January, 2020.

REDEVELOPMENT AGENCY

By: Holly Gadd

Holly Gadd, Secretary

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 01/16/2020

REDEVELOPMENT AGENCY AGENDA

For Council Meeting:
January 21, 2020

S U B J E C T: Resolution Approving an Interlocal Cooperation Agreement with Farmington City regarding Tax Increment within the Station Park RDA Project Area

ACTION TO BE CONSIDERED:

Approve the Resolution approving an Interlocal Cooperation Agreement with Farmington City allowing the City's portion of tax increment within the Station Park Redevelopment Project Area to continue to flow to the Redevelopment Agency until the originally established sunset date of the project are in year 2032.

GENERAL INFORMATION:

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

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

FARMINGTON CITY

H. James Talbot
Mayor

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

Shane Pace
City Manager

Redevelopment Agency Staff Report

To: Redevelopment Agency Board

From: Brigham Mellor, Economic Development Director

Date: January 21, 2020

SUBJECT: Interlocal cooperation agreement with Farmington City regarding Tax Increment within the Station Park RDA project area

RECOMMENDATION:

Approve the accompanying resolutions approving the Interlocal cooperative agreement allowing the City's portion of tax increment in the Station Park RDA to continue to flow to the Redevelopment Agency until the originally established sunset date of the project area in year 2032.

BACKGROUND:

The City approved an RDA project area in 2005 that collected tax increment created after 2011 - that tax resource was leveraged to invest in public infrastructure for Station Park – including the UTA train station improvements, efficient underground storm drain detention system, esthetic architectural upgrades and other elements that make Station Park what it is today. Under this agreement the tax increment would continue to fund economic development as a percentage match for additional outside infrastructure funding sources namely grants and appropriations from other government entities. By approving this interlocal agreement we are positioning these funds to attract additional funds we would not have access to otherwise. This also allows the city and residents to maximize the property tax benefit from Station Park being in our community and address future infrastructure demands that will arise as a result.

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane E. Pace

Shane Pace
City Manager

Resolution No. _____

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF FARMINGTON CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH FARMINGTON CITY, REGARDING TAX INCREMENT WITHIN THE STATION PARK REDEVELOPMENT PROJECT AREA.

WHEREAS the Redevelopment Agency of Farmington City (the "Agency") has been created by the Farmington City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, known as the "Limited Purpose Local Government Entities — Community Reinvestment Agency Act" (the "RDA Act");

WHEREAS under the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), public agencies, such as the City and the Agency, are authorized to enter agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS, the Agency desires to enter into an Interlocal Cooperation Agreement (the "Agreement"), substantially in the form attached hereto as **Exhibit A**, with the City, which Agreement generally provides for the City to extend the Agency's collection of certain tax increment revenues to be generated within the Station Park Redevelopment Project Area, pursuant to the RDA Act;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF FARMINGTON CITY:

1. The Agreement in substantially the form attached hereto and incorporated herein as **Exhibit A** is approved, and the Executive Director of the Agency is authorized and directed to execute the Agreement for and on behalf of the Agency. The Executive Director may approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency's best interest and in harmony with the intent and purpose of the Agreement as substantially set forth in the attached **Exhibit A**.

2. Agency staff and outside legal counsel are instructed to cause notice to be published a notice of agreement as provided under the Agreement and under Section 11-13-219 of the Interlocal Act.

3. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED on January 21, 2020.

_____
Chair

Attest:

_____
Secretary

Exhibit A

Form of Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of January 21, 2020, by and between the **REDEVELOPMENT AGENCY OF FARMINGTON CITY**, a political subdivision of the State of Utah (the "**Agency**"), and **FARMINGTON CITY**, a Utah municipal corporation (the "**City**") on the following terms:

A. **WHEREAS,** the Agency operates under the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the **"Act"**), and is authorized under the Act to perform, among other things, various community development activities; and

B. **WHEREAS,** this Agreement is made under authority of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the "**Cooperation Act**"); and

C. **WHEREAS,** the Agency has created the Station Park Redevelopment Project Area (the "**Project Area**"), through the adoption of the Station Park Redevelopment Project Area Plan (the "**Project Area Plan**"), dated April 1, 2005, located within the City; and

D. **WHEREAS,** the Agency, City and/or Participant(s) (as that term is defined in the Act) will incur significant additional costs and expenses to provide, among other things, infrastructure improvements, potentially including but not limited to structured parking, site work, roads, active transportation system improvements, trails, tenant attraction, sewer, water, and storm drain within the Project Area, or outside the Project Area and providing a benefit to the Project Area, to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

E. **WHEREAS,** the City has determined to extend the payment of tax increment from the Project Area to the Agency, as specified herein, in order to permit the Agency to leverage private development and further development of the Project Area; and

F. **WHEREAS,** the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, "**Tax Increment**", as defined by the Act) will likely be generated by the further development of the Project Area as described in further detail in the Project Area Plan. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to facilitate, encourage and leverage such development activity.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), will remain 2004, meaning the Base Taxable Value will, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2004 Salt Lake County assessment rolls for all property located within the Project Area.

3. **Payment of City's Share.** The City pledges to the Agency 100% of the City's portion of Tax Increment generated from the Project Area (the "**City's Tax Increment Share**") through and including the tax year 2032. The County is instructed to pay 100% of the City's Tax Increment Share through and including the tax year 2032 directly to the Agency annually. The Agency may retain all 100% of the City's Tax Increment Share for use in accordance with the Project Area Plan and the Act, as determined by the Agency. To be clear, the payment of 100% of the City's Tax Increment Share under this Agreement is not limited by any maximum cap identified in the Project Area Plan or Project Area Budget (each as amended from time to time). The payment of Tax Increment under this Agreement will take effect immediately upon payment of the cap under the Project Area Plan and Project Area Budget.

4. **Agreement(s) with Participant(s).** The Agency is authorized to enter into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the City's Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)'s meeting of certain performance measures as outlined in said agreement. Any such agreement must be consistent with the terms and conditions of this Agreement and must require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, must pay any and all taxes and assessments against the Property, and such other performance measures as the Agency may deem appropriate.

5. **No Independent Duty.** The City has no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the City's Tax Increment Share on an annual basis.

6. **Further Documents and Acts.** Each of the parties agrees to cooperate in good faith with the other and to execute and deliver any further documents and perform any other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

7. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law will be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the City:
Farmington City
160 S Main
Farmington, Utah 84025

If to Agency:
Farmington City RDA
160 S Main
Farmington, Utah 84025

Any party may from time to time, by written notice to the others as provided above, designate a different address which may be substituted for that specified above. Notice sent by mail will be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method will be deemed served or delivered upon actual receipt at the address or facsimile number listed above.

8. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement

between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

9. **No Third-Party Benefit.** There are no intended third-party beneficiaries to this Agreement.

10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and must be enforced to the fullest extent permitted by law.

11. **Amendments.** No addition to or modification of any provision contained in this Agreement will be effective unless fully set forth in writing executed by each of the parties hereto.

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

13. **Waivers.** No waiver of any breach of any covenant or provision herein contained will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

14. **Governing Law.** This Agreement is to be governed by the laws of the State of Utah. The sole and exclusive venue for any dispute will be in a court of competent jurisdiction in Davis County, Utah, and the parties agree to submit to the jurisdiction of such court.

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

16. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

17. **Termination.** This Agreement will terminate immediately after the final payment of Tax Increment to the Agency for the tax year 2032.

18. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement must be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement must be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement must be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The City Manager of the City is designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and

e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

f. Immediately after execution of this Agreement by both Parties, the Agency will, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property will be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

City: FARMINGTON CITY

Attest: By: _____
Mayor

_____
City Recorder

Approved and reviewed as to proper form and compliance with applicable law:

_____
Attorney for Farmington City

Agency: REDEVELOPMENT AGENCY OF FARMINGTON CITY

By: _____
Executive Director

Attest:

_____
Secretary

Approved and reviewed as to proper form and compliance with applicable law:

_____
Attorney for Agency

Motion to adjourn and reconvene the City Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
January 21, 2020

S U B J E C T: Fee in Lieu of Conservation Land Dedication Agreement – Flatrock Ranch Subdivision (600 South 1525 West)

ACTION TO BE CONSIDERED:

Approve the enclosed Fee in Lieu of Conservation Land Dedication agreement for the Flatrock Ranch subdivision.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 21, 2020

SUBJECT: **FEE IN LIEU OF CONSERVATION LAND DEDICATION AGREEMENT–FLATROCK RANCH SUBDIVISION**

RECOMMENDATION

Move that the City Council approve the enclosed Fee in Lieu of Conservation Land Dedication agreement for the Flatrock Ranch subdivision.

BACKGROUND

The City Council approved a schematic plan for the Flatrock Subdivision on May 9, 2019, consisting of 49 lots, five of which were TDR (Transfer of Development Right) lots. The project is located on 32.07 acres at approximately 600 South 1525 West Street in the AE zone. Shane Pace, worked with Mike Brodsky of Hamlet Homes (the developer), and together they established a cost for the TDR transaction, for consideration by the City Council, in the amount of $47,500.00 (or $9,500/per lot).

Several weeks ago Mr. Brodsky abandoned efforts for the TDR lots and prepared a preliminary plat consisting of 40 lots (four lots less than the yield plan total of 44 lots). Nevertheless, the 40 lots are only possible if the developer providers 30% of the unconstrained property as conservation land or open space, unless a waiver is approved for the open space. Hamlet is providing some open space, but not enough—there is still a shortfall of on-site conservation land as required by the ordinance, and such short-fall constitutes a partial waiver, and must be approved by the City Council in exchange for "comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value" (Section 11-12-065 A of the Zoning Ordinance).

The following table provides a summary regarding the open space/conservation land proposed for the subdivision:

Conservation Land Necessary for a Preliminary Plat consisting of 40 lots		
		Acres (Approx.)
A	Total Area	32
B	Constrained Land	4.6
C	Un-constrained land	27.4
D	Un-Constrained Land Required for Open Space: 30%	8.22
E	Total Conservation Lane Required B + D	12.82
Developer Proposal		
F	Conservation Land/Total "open space" (approx.)	6.75
G	Waiver of Open Space Request E – F (approx.)	6.07

The Planning Commission approved the 40 lot preliminary plat on December 12, 2019, subject to a number of conditions including that "the City Council shall approve the waiver of open space proposed by the applicant".

The developer met with Shane Pace again, and it seemed reasonable that the amount recommended for the TDR transaction should equal the cost of the waiver (i.e. the fee in leu). In effect the open space will still be transferred off-site and the City must use the funds from the waiver to create or improve open space elsewhere in the community. It is proposed that the City Council memorialize the fee in leu amount and approve the enclosed agreement.

Respectively Submitted

David Petersen

Community Development Director

Review and Concur

Shane Pace

City Manager

Ranch Road
1800 West
1525 West
Citation Drive
2065 West
Buffalo Ranch Road
Comanche Road (2025 West)
Driveway
300 Sou
1350 West
1525 West
1525 West
Glovers Lane
Glovers Lane (925 South)

AGREEMENT
FEE IN LIEU OF CONSERVATION LAND DEDICATION
Flatrock Ranch Subdivision

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between Hamlet Homes Development Corporation (hereinafter "Developer") and FARMINGTON CITY, a Utah Municipal Corporation (hereinafter the "City").

RECITALS

WHEREAS, Developer submitted an application to the City for the Flatrock Ranch Subdivision (S-3-19) as a conservation subdivision consisting of 40 lots on property (32.07 acres) located at approximately 600 South 1525 West in an AE (Agriculture Estates) zone, which property is more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, City approved a preliminary plat for the Project on December 12, 2019, attached hereto as **Exhibit "B"** and by this reference made a part hereof (the "Preliminary Plat"), and a waiver of a portion of the required conservation land for the Project on January 21, 2020, subject to among other things, the City receiving a fee in lieu of the full conservation land dedication as enabled by Section 11-12-068 of the City's Zoning Ordinance;

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. Fee in Lieu Amount and Payment. Developer shall pay to the City the fee in lieu of conservation land dedication in the amount of $47,500 (the "Fee in Lieu Amount"). The Developer must pay the Fee in Lieu Amount prior to the recordation of the final plat.

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

3. Warrant of Authority. Developer hereby warrants that he has authority to commit the land use approvals for the Property, as conditional on the payment of the Fee in Lieu Amount of conservation land dedication.

4. Assignment. Developer 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 Developer:

Hamlet Homes Development Corporation
Attention: Mike Brodsky
308 East 4500 South, STE. 200
Murray, Utah 84107

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

"DEVELOPER"

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:

_____

DEVELOPER 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 they are the developer of the subject property and acknowledged to me that they executed the foregoing Agreement.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Residing at:

_____

Exhibit "A"

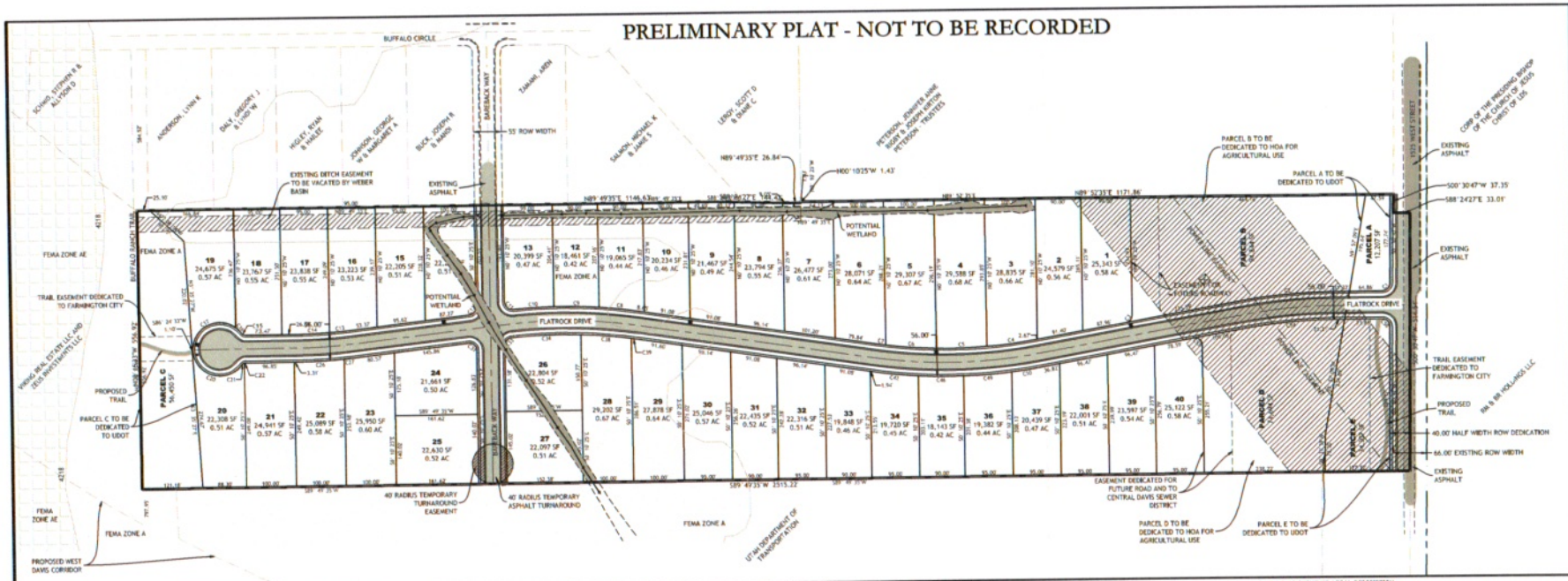
Property Description

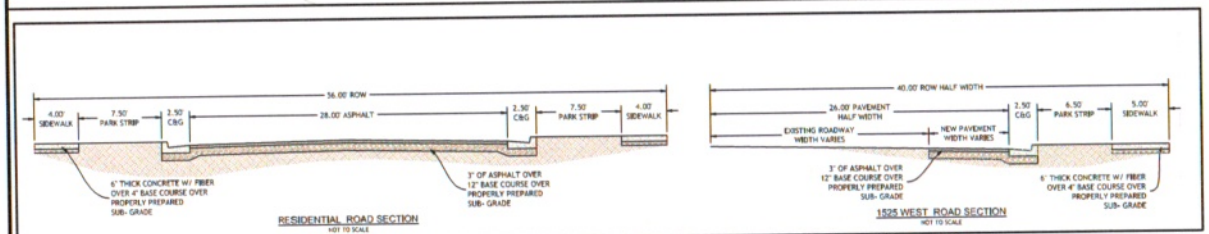
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; FARMINGTON, DAVIS
COUNTY, UTAH DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT S00°15'33"E 584.52 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER FROM THE NORTHWEST CORNER OF SAID SECTION
26; AND RUNNING THENCE N89°49'35"E 1146.63 FEET; THENCE S88°24'27"E 144.42 FEET; THENCE N89°49'35"E 26.84 FEET; THENCE N00°10'25"W 1.43
FEET; THENCE N89°52'35"E 1171.86 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1525 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY
LINE S00°30'47"W 37.35 FEET; THENCE S88°24'27"E 33.01 FEET TO THE CENTERLINE OF 1525 WEST STREET; THENCE ALONG SAID CENTERLINE
S00°30'47"W 514.54 FEET; THENCE PARALLEL TO NORTH LINE OF SAID NORTHWEST QUARTER S89°49'35"W 2515.22 FEET TO THE WEST LINE OF SAID
NORTHWEST QUARTER, THENCE ALONG SAID WEST LINE N00°15'33"W 556.92 FEET TO THE POINT OF BEGINNING.
CONTAINS 32.07 ACRES IN AREA

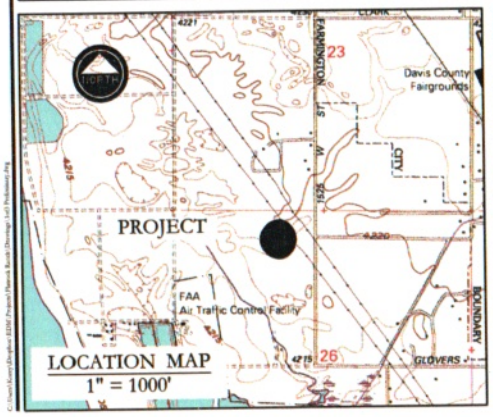
Exhibit "B"

Preliminary Plat

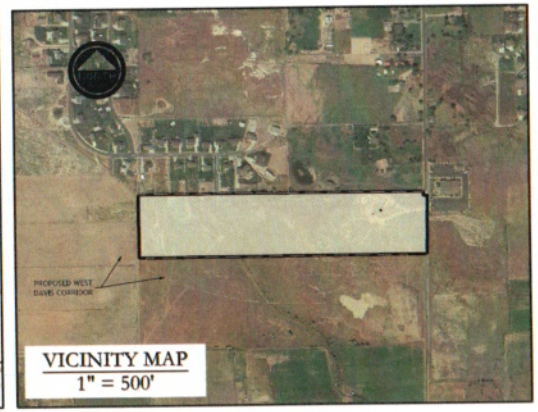
PRELIMINARY PLAT - NOT TO BE RECORDED



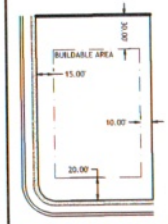




LOCATION MAP
1" = 1000'



VICINITY MAP
1" = 500'



TYPICAL LOT SETBACKS
NOT TO SCALE

OVERALL AS-SURVEYED LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; FARMINGTON, DAVIS COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 500°15'33"E 584.52 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER FROM THE NORTHWEST CORNER OF SAID SECTION 26; AND RUNNING THENCE N89°49'35"E 1146.63 FEET; THENCE S88°24'27"E 144.42 FEET; THENCE N89°49'35"E 26.84 FEET; THENCE N00°10'25"W 1.43 FEET; THENCE N89°52'33"E 1171.86 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1525 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S00°30'47"W 37.35 FEET; THENCE S88°24'27"E 33.01 FEET TO THE CENTERLINE OF 1525 WEST STREET; THENCE ALONG SAID CENTERLINE S00°30'47"W 514.54 FEET; THENCE PARALLEL TO NORTH LINE OF SAID NORTHWEST QUARTER S89°49'35"W 2515.22 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE ALONG SAID WEST LINE N00°15'33"W 556.92 FEET TO THE POINT OF BEGINNING.

CONTAINS 32.07 ACRES IN AREA

BASIS OF BEARING

NORTH 89°49'35" EAST, BEING THE BEARING BETWEEN A FOUND BRASS CAP MONUMENTING THE NORTHWEST CORNER AND A FOUND BRASS CAP MONUMENTING THE NORTH QUARTER CORNER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BENCHMARK

THE PROJECT BENCHMARK IS A BRASS CAP MARKING THE EAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. ELEVATION = 4224.91'

LEGEND

- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- SANITARY SEWER MANHOLE
- PROPOSED CULINARY WATER LINE
- EXISTING CULINARY WATER LINE
- CULINARY WATER FIXTURES
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED SECONDARY WATER LINE
- EXISTING SECONDARY WATER LINE
- SECONDARY WATER FIXTURES
- PROPOSED LIGHT POLE
- EXISTING OVERHEAD UTILITY
- RCP CL III STORM DRAIN
- EXISTING STORM DRAIN
- SD COMBOBOX, CB & CO
- PROPOSED UNDER DRAIN
- EXISTING UNDER DRAIN
- UNDER DRAIN CLEANOUT
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

EDM Partners
3980 S. 700 E., # 22, Salt Lake City, UT 84107
(801) 305-4670 www.edmpartners.com

SCALE: 1" = 100'
0 50 100 200 300

OWNER:
Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

HAMLET DEVELOPMENT

NOTES:

1. All sanitary sewer improvements shall conform with the standards and specifications of Central Davis Sewer District.
2. All culinary water improvements shall conform with the standards and specifications of Farmington City.
3. All secondary water improvements shall conform with the standards and specifications of Weber Basin Water Conservancy District.
4. All improvements in the public right of way shall conform with the standards and specifications of Farmington City.
5. All private improvements shall conform to APWA standards and specifications.
6. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
7. Secondary water has been allocated to parcels based on an anticipated landscape area (including park strip) of no more than 6ŧ% of the gross parcel size and that 2/3 of the landscape area is planted in turf and 1/3 of the landscaped area is planted in low water use plants. Larger total landscape areas, higher percentage turf areas, inefficient design of irrigation system, or inefficient operation of irrigation system may result in homeowner incurring additional billing charges and/or secondary water service being shut off.

SITE NOTES:

1. The existing zone has been changed to AE, the proposed use is residential.
2. This project is depicted on FEMA Flood Insurance Rate Map 49011C0381E, a portion of the project lies within Zone A as shown hereon.
3. There are no parcels within this project intended for recreation or other community use. The open space parcels will be maintained as agricultural land.
4. This project is expected to be completed in one phase.
5. There are no improvements expected beyond the boundaries of this subdivision unless specifically shown hereon.

PROJECT STATISTICS

TOTAL AREA =	32.07 ACRES
TOTAL LOTS =	40 LOTS (1.25 LOTS/AC)
OPEN SPACE =	6.26 ACRES (19.54%)
AVE. LOT SIZE =	0.54 ACRES
MIN. LOT SIZE =	0.42 ACRES

LICENSED PROFESSIONAL ENGINEER
No. 5496893
NICHOLAS M. MINGO
11/21/19
STATE OF UTAH

Flatrock Ranch Subdivision

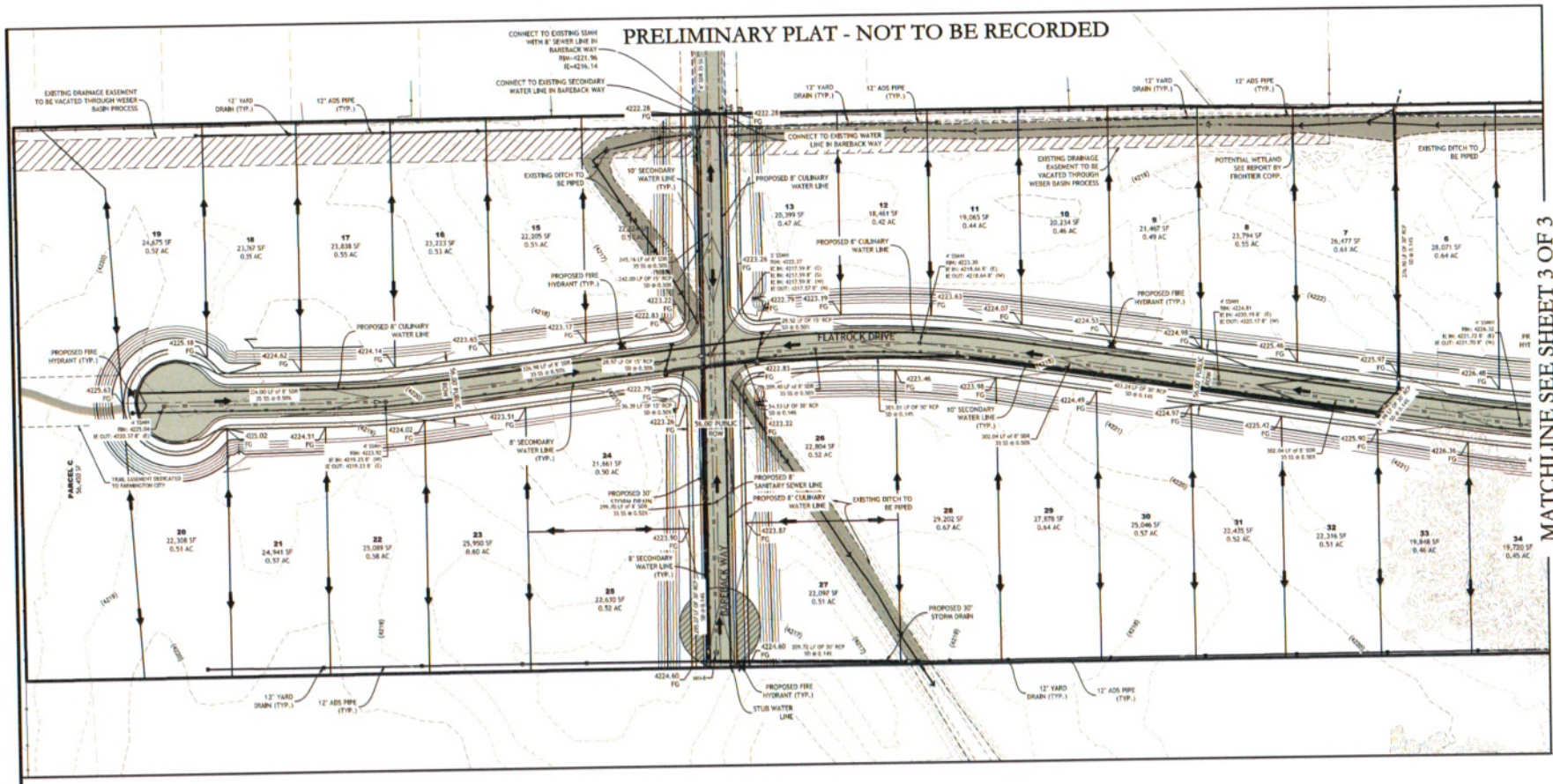
Preliminary Plat

PROJECT:	
DRAWN BY:	KMW
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: November 21, 2019

SHEET NUMBER:
1 of 3

PRELIMINARY PLAT - NOT TO BE RECORDED



CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	23.38	15.00	S45°10'11"W	21.09
C2	179.95	1028.00	S84°48'42"W	179.72
C3	20.94	15.00	N39°48'42"E	19.28
C4	98.17	972.00	S82°41'24"W	98.13
C5	100.07	972.00	S88°31'58"W	100.03
C6	100.37	972.00	N85°33'34"W	100.33
C7	21.33	972.00	N81°58'22"W	21.33
C8	82.01	1028.00	N83°37'47"W	81.99
C9	90.07	1028.00	N88°25'31"W	90.04
C10	82.74	1028.00	S86°45'32"W	82.71
C11	24.97	15.00	N47°51'37"W	22.18
C12	24.86	15.00	S41°34'09"W	19.97
C13	42.15	972.00	S84°33'15"W	42.15
C14	68.37	972.00	S87°48'41"W	68.35
C15	13.38	15.00	N64°36'55"W	12.94
C16	13.68	53.50	N46°23'01"W	13.65
C17	121.26	53.50	S61°21'31"W	96.92

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C20	128.39	53.50	S72°25'53"E	99.80
C21	10.21	15.00	N58°12'34"E	10.01
C22	3.17	15.00	N83°46'03"E	3.17
C26	96.83	1028.00	N87°07'41"E	96.79
C27	20.06	1028.00	N83°52'14"E	20.06
C31	25.27	15.00	S48°25'51"E	22.38
C33	22.03	15.00	N41°53'51"E	20.10
C34	139.09	972.00	N88°04'06"E	138.97
C38	100.47	972.00	S84°52'15"E	100.43
C39	9.59	972.00	S81°37'37"E	9.59
C42	93.66	1028.00	S83°57'16"E	93.63
C46	90.05	1028.00	S89°04'26"E	90.02
C49	95.27	1028.00	N85°45'42"E	95.24
C50	59.39	1028.00	N81°27'06"E	59.38
C53	26.69	15.01	S49°14'27"E	23.31
C54	170.15	972.00	N84°48'42"E	169.93
C58	23.74	15.00	S44°49'49"E	21.34

MINIMUM BUILDING ELEVATIONS					
Lot #	HIGH TBC (FT)	TOF[1] (FT)	BFF[2] (FT)	MIN FF[3] (FT)	G/W ELEV
1	4226.69	4232.69	4224.69	4220.84	4217.81
2	4228.35	4232.35	4224.35	4221.04	4218.04
3	4227.80	4231.80	4223.80	4221.02	4218.02
4	4227.28	4231.28	4223.28	4221.01	4218.01
5	4226.76	4230.76	4222.76	4221.01	4218.01
6	4226.25	4230.25	4222.25	4220.48	4217.48
7	4225.74	4229.74	4221.74	4219.59	4216.59
8	4225.23	4229.23	4221.23	4218.54	4215.54
9	4224.75	4228.75	4220.75	4217.76	4214.76
10	4224.80	4228.80	4220.80	4216.92	4213.92
11	4225.84	4227.84	4219.84	4216.07	4213.07
12	4225.40	4227.40	4219.40	4215.04	4212.04
13	4222.96	4226.96	4218.96	4213.94	4210.94
14	4222.94	4226.94	4218.94	4212.68	4209.68
15	4223.42	4227.42	4219.42	4212.07	4209.07
16	4223.91	4227.91	4219.91	4211.43	4208.43
17	4224.39	4228.39	4220.39	4210.81	4207.81
18	4224.88	4228.88	4220.88	4210.21	4207.21
19	4225.40	4229.40	4221.40	4209.69	4206.69
20	4225.40	4229.40	4221.40	4209.16	4206.16

NOTES:

1. Top of foundation (TOF) to be a minimum of 48" above the high side TBC elevation.
2. Basement finish floor (BFF) is assumed to be 8' below TOF.
3. Min FF is at least 3' above interpolated measured groundwater elevation per AGEC soils report.

MINIMUM BUILDING ELEVATIONS					
Lot #	HIGH TBC (FT)	TOF[1] (FT)	BFF[2] (FT)	MIN FF[3] (FT)	G/W ELEV
21	4224.79	4228.79	4220.79	4209.89	4206.89
22	4224.28	4228.28	4220.28	4210.48	4207.48
23	4223.79	4227.79	4219.79	4211.07	4208.07
24	4223.67	4227.67	4219.67	4211.94	4208.94
25	4224.37	4228.37	4220.37	4211.29	4208.29
26	4223.64	4227.64	4219.64	4212.82	4209.82
27	4224.37	4228.37	4220.37	4212.16	4209.16
28	4223.75	4227.75	4219.75	4215.18	4212.18
29	4224.26	4228.26	4220.26	4216.40	4213.40
30	4224.74	4228.74	4220.74	4217.57	4214.57
31	4225.19	4229.19	4221.19	4218.53	4215.53
32	4225.67	4229.67	4221.67	4219.42	4216.42
33	4226.13	4230.13	4222.13	4220.28	4217.28
34	4226.59	4230.59	4222.59	4220.88	4217.88
35	4227.03	4231.03	4223.03	4220.88	4217.88
36	4227.50	4231.50	4223.50	4220.89	4217.89
37	4227.97	4231.97	4223.97	4220.90	4217.90
38	4228.45	4232.45	4224.45	4220.92	4217.92
39	4228.93	4232.93	4224.93	4220.94	4217.94
40	4228.53	4232.53	4224.53	4220.89	4217.89

EDM Partners
3980 S. 700 E., # 22, Salt Lake City, UT 84107
(801) 305-4670 www.edmpartners.com

SCALE: 1" = 50'

0 25 50 100 150

OWNER:
Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223
HAMLET DEVELOPMENT

NOTES:

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3. All secondary water improvements shall conform with the standards and specifications of Weber Basin Water Conservancy District.
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PROFESSIONAL ENGINEER No. 386847 NICHOLAS M. MINGO 11/21/19 STATE OF UTAH

Flatrock Ranch Subdivision

Preliminary Plat

PROJECT:
DRAWN BY: KMW
REVIEWED BY: PMD
REVISIONS:

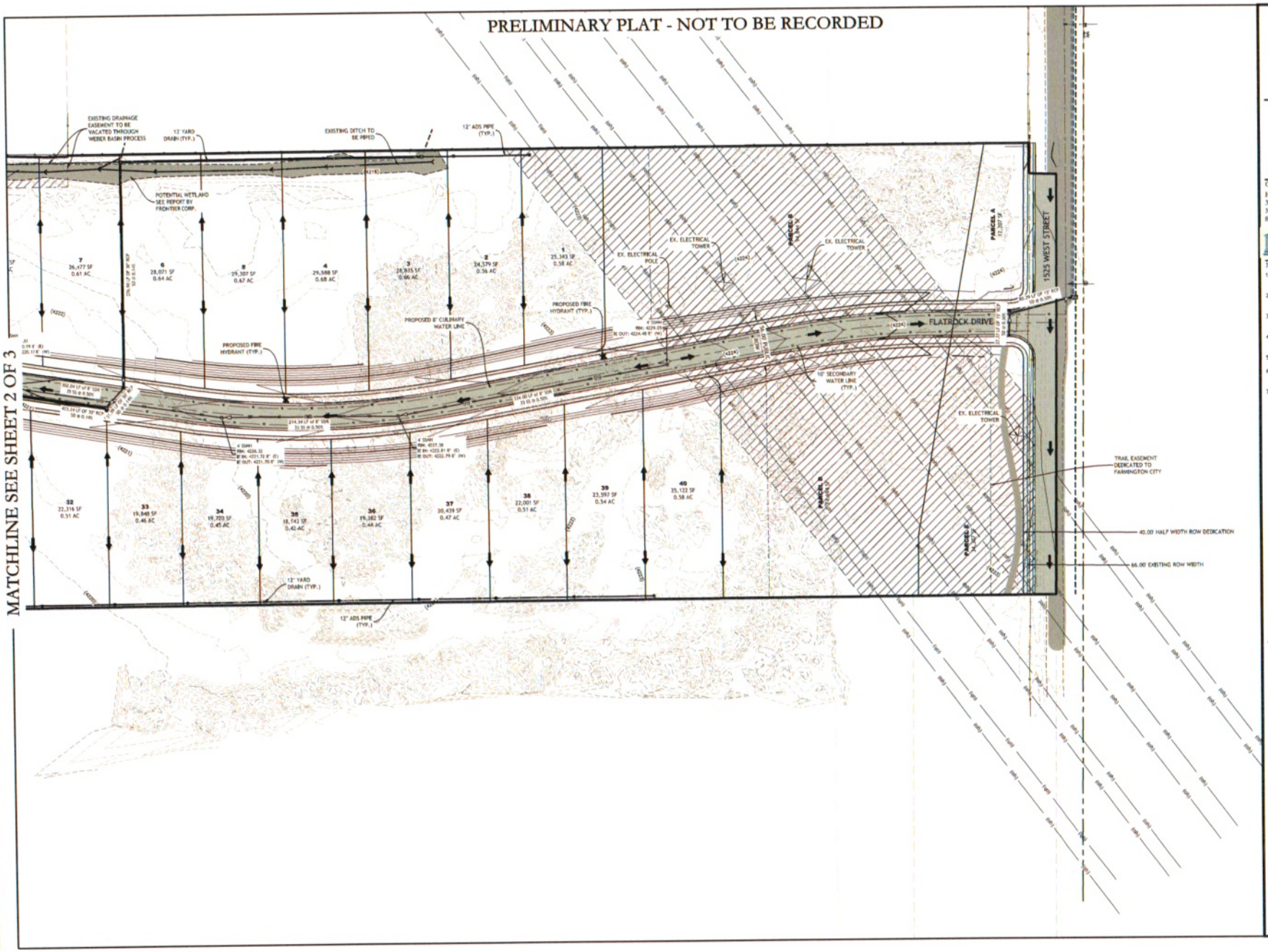
No.	DATE	REMARKS

DATE: November 21, 2019

SHEET NUMBER:

2 of 3

PRELIMINARY PLAT - NOT TO BE RECORDED



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(801) 305-4670 www.edmpartners.com

NORTH

SCALE: 1" = 50'

0 25 50 100 150

OWNER:
Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

HAMLET DEVELOPMENT

NOTES:

1. All sanitary sewer improvements shall conform with the standards and specifications of Central Davis Sewer District.
2. All culinary water improvements shall conform with the standards and specifications of Farmington City.
3. All secondary water improvements shall conform with the standards and specifications of Weber Basin Water Conservancy District.
4. All improvements in the public right of way shall conform with the standards and specifications of Farmington City.
5. All private improvements shall conform to APWA standards and specifications.
6. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
7. Secondary water has been allocated to parcels based on an anticipated landscape area (including park strip) of no more than 64% of the gross parcel size and that 2/3 of the landscape area is planted in turf and 1/3 of the landscaped area is planted in low water use plants. Larger total landscape areas, higher percentage turf areas, inefficient design of irrigation system, or inefficient operation of irrigation system may result in homeowner incurring additional billing charges and/or secondary water service being shut off.

LICENSED PROFESSIONAL ENGINEER No. 368011 NICHOLAS M. MINGO 11/21/19 STATE OF UTAH

Flatrock Ranch Subdivision

Preliminary Plat

PROJECT:
DRAWN BY: KMW
REVIEWED BY: PMD
REVISIONS:

No.	DATE	REMARKS

DATE: November 21, 2019

SHEET NUMBER: 3 of 3

CITY COUNCIL AGENDA

For Council Meeting:
January 21, 2020

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from December 17, 2019
2. Chestnut Farms Phase 4 Improvements Agreement
3. Resolution Appointing City Council Members to Various Committees
4. City Purchasing Card Program

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

FARMINGTON CITY – CITY COUNCIL MINUTES

DECEMBER 17, 2019

WORK SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Doug Anderson, Alex Leeman, Cory Ritz, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Finance Director Greg Davis; Economic Development Director Brigham Mellor; Police Chief Wayne Hansen; City Councilmembers-elect Scott Isaacson, Shawn Beus, and Amy Shumway.

OPEN HOUSE THANKING OUTGOING CITY COUNCILMEMBERS

The work session was held to thank outgoing City Councilmembers **Doug Anderson**, **Alex Leeman**, and **Cory Ritz** for their service to the community.

REGULAR SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Doug Anderson, Alex Leeman, Cory Ritz, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Finance Director Greg Davis; Economic Development Director Brigham Mellor; Police Chief Wayne Hansen; City Councilmembers-elect Scott Isaacson, Shawn Beus, and Amy Shumway; and Recording Secretary Deanne Chaston.

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:00 p.m.

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

Mayor **Jim Talbot** offered the invocation, and the Pledge of Allegiance was led by Finance Director **Greg Davis**.

PRESENTATIONS:

Mayor **Talbot** recognized and appreciated outgoing City Councilmembers **Doug Anderson**, **Alex Leeman**, and **Cory Ritz** for their service to the community. He said it was unusual that four seats were up for election at one time. Usually it is two or three. This happened because one Councilmember was hired as economic development director, and his position was filled with an appointment from the Planning Commission, **Alex Leeman**. **Leeman** served for 18 months on the City Council after serving for three years on the Planning Commission. Councilman **Doug Anderson** served for six years on the Council. Councilman **Cory Ritz** served the City for 18 years, including three terms on the City Council. Both Mayor **Talbot** and **Ritz** served on the planning commission together in the past. Mayor **Talbot** presented plaques to the outgoing Councilmembers. He also presented a globe to **Anderson** and a ring to **Ritz**.

Ritz said it had been a labor of love to serve, although he didn't start out planning to be a Councilmember as long as he did. He praised the officials and staff of Farmington City, as they have a good reputation statewide.

Anderson said it was hard on his family while he served for two terms on the City Council, so he thanked them for their support. Since he had not served on the Planning Commission prior to being elected to the City Council, he said he had to do a lot of homework in preparation for his decisions while on the Council.

Leeman said he applied along with over 20 people for the City Council vacancy a year and a half ago, and was honored to be chosen. He enjoyed working with the other Council members even through their differences of opinion.

Audit Manager **Kaela Cornwell** from Ulrich & Associates, PC, presented the audit report. She said the audit didn't encounter any difficulties or problems with City management. There were no findings or issues to report. The independent auditor's report for June 30, 2019, was unqualified, or a clean opinion.

While municipalities are advised to have a fund balance of 5 to 25 percent of their budget, Farmington has 23.9 percent, or the upper level that can be saved for a rainy day. It is good to see positive fund balances across the board. All revenues and expenditures show a positive net change in the fund balance except for the RDA, which had budgeted for and expected the U.S. 89 project. The City brought in more revenue than expected, and all departments stayed under budget. The enterprise funds all have a positive net change. Water utility, storm water and recreation ran an operating loss because of depreciation of equipment over the years. Debt service and capital project funds have positive fund balances.

Mayor **Talbot** said he appreciates capable finance directors keeping things in the black. He said he loves that the fund balance is 23 percent, which is phenomenal compared to other municipalities like Provo, a municipality considering doubling property taxes. This shows that Farmington is fiscally responsible and curtailing costs. The City is borrowing less than their capacity to bond. **Talbot** said Farmington will be financially sound for many years to come.

Motion:

Doug Anderson motioned to accept the audit report for 2019. **Leeman** seconded the motion, which passed unanimously.

PUBLIC HEARINGS:

Consideration of a Rezone and Subdivision Schematic Plan "Decision Tree" for the Cook Property

Mayor **Talbot** said this property is part of the business park area. **Petersen** said that the Planning Commission held a meeting in August to consider the zone change, and in September a public hearing was held before the City Council for the rezone. At that time, the City Council asked the applicant to submit an application for schematic plan and receive a recommendation from the Planning Commission then return with a schematic plan of the subdivision along with the rezone to be considered concurrently as part of the subdivision schematic plan. The applicant is proposing seven parcels, with three of the seven on the other side of Shepard Creek to be developed in the future. Lot 2 is conceptually showing a hotel site, with another hotel site on

Lot 1. Lots 3 and 4 would include townhomes, for a total of 60 townhomes. Discussion focused on the rights of way and their alignment with neighboring developments. The GMU zone allows for residential uses, but the OMU does not. The Planning Commission recommended that the City Council approve the subdivision schematic plan.

The Planning Commission also considered a schematic site plan, but tabled this for 14 reasons, some of which were major, **Petersen** said. These included a dead-end street for 24 residential units that need a second point of access; parking in front of the hotels is not allowed by the zoning ordinance; and road alignment. **Petersen** also spoke about the size and shape of the open space buffer around the creek, alignment of the trail, and flood plain issues.

Applicant **Taylor Spendlove**, land acquisition and development with Brighton Homes Utah, 152 North Havenwood Drive, in Kaysville, said that originally they had considered GMU for the whole project for townhomes, but they later got some interest in commercial uses and hotel sites. Marriott is interested in putting a hotel on the site. Although primarily a home builder, the applicant said his company has also done several industrial and commercial projects. He said it would take 50 townhome units to make the development financially feasible for them, although the alignment and width of the road will dictate the final residential count.

Mayor **Talbot** opened the Public Hearing. Nobody signed up to address the City Council on the issue. Mayor **Talbot** closed the Public Hearing.

Anderson questioned if 50 residential units support the City's vision in that area, or if that was too many units. Economic Development Director **Brigham Mellor** said the question should be what kind of residential development the City wants in that area, as townhomes seem less dense than what was originally anticipated. He said it does fit in with the City's vision due to the demand for hotels in the area, and that the RDA boundaries could be reduced without going back to the voters. He likes that the entire project is not townhomes but is rather a mixed use. Mayor **Talbot** said it is a good compromise with the developer that there would be no residential on the north end. He said the trail systems are important to the City, as is the need to align the road on both ends for safety.

The applicant said as far as phasing, they would like to start with the townhomes right away, and that the hotel would follow in another phase and would also start as soon as possible. Mayor **Talbot** said the townhomes is the low-hanging fruit. **Leeman** expressed concern that the applicant would develop the townhomes and then finish, not carrying out the rest of the plan. Mayor **Talbot** agreed, and expressed his desire to see the townhomes and the hotel being developed at the same time. The applicant said that since they aren't a hotel developer—and that part of the project may be up to a new landowner in the future—he would like the two not to be tied together.

Doug Anderson said he is not as worried about one part of the project being done and not the other. While he is concerned about the number of rooftops, he is fine with the City Council approving the rezone effective when the right of way is dedicated and the open space boundaries are set. **Wayment** said she is excited to see a plan come in for this area, but she doesn't like the housing component because 50 townhomes in 2 acres seems too dense, especially on a dead-end

road. She would rather see it developed as office. **Leeman** said he was apprehensive of giving away rooftops too quickly. He likes the northern half of the development, but would like the number of townhomes to be in the 40s, as he believes that realigning the road may not leave enough room for much more. He said that the General Plan has this whole area designated GMU, and he wants to make sure the City Council knows that this is an opportunity to shape the business park. He would like to see the commercial development prior to the residential development. **Ritz** said that the density of the residential component is a concern, but he is comfortable with the rezone being contingent on the road alignment and open space determination, which will drive the footprint of the remainder of the project.

Motion:

Anderson moved that the City Council approve the proposed zone map change as set forth in the staff report and direct staff to draft an enabling ordinance for consideration at an upcoming meeting, with findings 1 through 4 and 6, striking out 5. Also, nothing will move forward until the road right of way dedicated and the open space boundary is established. **Petersen** said that because road dedication is far down the road, he would rather the motion be that the road alignment is set rather than dedicated. **Anderson** said that he would change his motion to alignment of the road instead of dedication.

Pace clarified that it would be GMU below the road, and OMU for the two lots above the road. **Ritz** commented that he likes the concept presented of a hotel there, and he would love two hotels on that side even better, as the hotels would be the heart of the office park. **Ritz** seconded the motion.

Wayment opposed the motion. **Leeman**, **Ritz**, and **Doug Anderson** voted affirmatively to pass the motion.

Mayor **Talbot** would like to see the developer and **Petersen** sit down to further discuss the housing component of the project. **Petersen** said staff is content to wait for a new design that shows the realignment of the road, confirming that if the new design deviates significantly from the schematic, it would come back to the City Council again. **Leeman** said it may be better to table this item to wait for the new schematic.

Motion:

Leeman moved to table the schematic plan portion of this item to allow time for the "Development Plan Review Schematic Plan" process to progress far enough along to better determine the area necessary for both the OMU zone and the GMU zone. **Doug Anderson** seconded the motion, which passed unanimously.

Pace expressed his concern of the ability of the bottom portion being used for office space, as there is a sewer district pump nearby. He said the more staff speaks to office builders, they are clear that there is a need to have housing nearby in order for the office projects to be successful. He said a third of the project being GMU and two-thirds of it being OMU is a good mix.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

Motion:

Ritz moved to approve the Summary Action list items 1-5 and 7, including approval of minutes from December 3, 2019; Memo of Understanding with Davis County to memorialize and clarify the scope of the expansion at the Davis County Correctional Facility to include construction of a medical unit; Cash Form Improvements Agreement with Brookside Hollow, LLC bond release; Cash Form Improvements Agreement with Elite Craft Homes, LLC bond release; final plat and final PUD Master Plan approval for North Cottonwood Creek Final PUD Master Plan – 368 W. State; and Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings.

Wayment seconded the motion, which passed unanimously.

Leeman asked to discuss item number 6 separately, the Schematic Plan approval for Farmington Crossing Condominiums – 991 W. Shepard Lane. **Petersen** said that the state-required public hearing on this item had already occurred on the Planning Commission level. It was only a change of one lot and a question of who pays the utilities. Mayor **Talbot** said that while the City doesn't do a lot of these, they are done regularly elsewhere. **Leeman** said that if this is not approved by the end of the year, the applicant could have some SBA financing problems. **Pace** said the storm water bill was the main issue. **Leeman** said that if the City Council approved the final plat tonight, it would be subject to the staff verifying that all conditions had been satisfied.

Motion:

Leeman moved to approve the final plat for Farmington Crossing Condominiums with two conditions, including subparts A-E listed in the staff report and that the Council delegates staff to verify that all conditions are satisfied; and that the applicant did not have to appear before the City Council again for an additional hearing. **Ritz** seconded the motion, which was unanimously approved.

GOVERNING BODY REPORTS:

City Manager Report

Pace noted that staff is getting ready for the upcoming legislative session. He is particularly watching a public safety retirement proposal that may create more expense for the City on Tier 2. Another item he is watching is the SB34 from last year dealing with guidelines and funding for affordable housing.

Mayor Talbot and City Council Reports

Wayment asked that the binders be updated with new pictures, a current staff list and new employee directory. She also asked that Public Safety look at the light crossing at the junior high

because traffic in the mornings backs up on to the freeway due to it going off so often. She said it is on more often than not, and that maybe it would be better if the crossing guard manages it instead.

Ritz said that a member of the Citizen Committee approached him to tell him that the developer of the residential project where Burke Lane crosses the Denver Rio Grande Rail Trail hasn't touched base with the citizen group. He also reported numbers for West Nile Virus for the year. Utah had two deaths this year from West Nile, the most recent one in St. George. Nationally, the CDC reported 885 cases and 77 deaths. He shared statistics from neighboring states. He said the money spent on active control in Utah is money well spent.

Leeman said he has heard that the right turn lanes on Creekside Drive have helped traffic flow, except on school days.

Mayor **Talbot** said the feedback on the recently installed unique horse artwork in the roundabout has been positive. He said that despite rumors on social media to the contrary, not one penny of that came from city funds or taxpayer money, but rather from donations. He said there is another installment planned for the area. There is also lighting planned for the area in order to prevent vandalism.

ADJOURNMENT

Motion:

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

Holly Gadd, Recorder

DRAFT

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 Hansell, Planning Department

Date: January 21, 2020

SUBJECT: **CHESTNUT FARMS PHASE 4 IMPROVEMENTS AGREEMENT (CASH FORM)**

RECOMMENDATION:

Approve the Farmington City Improvements Agreement (Cash Form) between Chestnut Farms 2012, LLC and Zions Bank Corporation, N.A. dba Zions First National Bank for the above listed development.

BACKGROUND

The bond estimate for the Chestnut Farms Phase 4 is $443,932.00, which includes a 10% warranty bond. Chestnut Farms 2012, LLC has submitted Cash Form Improvements Agreement with Zions Bank Corporation, N.A. dba Zions First National Bank to administer a cash form 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 12 months, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Shannon Hansell
Planning Department

Review and Concur,

Shane Pace
City Manager

160 S MAIN • P.O. BOX 160 • FARMINGTON, UT 84025
PHONE (801) 451-2383 • FAX (801) 451-2747
www.farmington.utah.gov

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Chestnut Farms 2012, LLC (hereinafter "Developer"), whose address is 1115. Frontage Rd, Centerville, 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 Chestnut Farms Phase 4, located at approximately 600 s. 1525 w., 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 $ 443,932.00.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

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

3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of $ 443,932.00 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 form the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.

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

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

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

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

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

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

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

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 20th day of December, 2019

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

_____
Holly Gadd, City Recorder

DEVELOPER:

Chestnut Farms 2012 LLC

By: _____

Its: Manager

DEVELOPERS ACKNOWLEDGEMENT

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

STATE OF UTAH)
:ss.
COUNTY OF _____)

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

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

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

STATE OF UTAH)
:ss.
COUNTY OF _____)

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

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

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

STATE OF UTAH)
:ss.
COUNTY OF _____)

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

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
: ss.
COUNTY OF Davis)

HEATHER MARIE MUIR
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 08/27/2022
Commission # 702021

On this 20th day of December, 2019, personally appeared before me Bruce Robinson who being by me duly sworn did say that he or she is the manager of chestnut Farms 2012 LLC, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

_____
NOTARY PUBLIC
Residing in Davis County County, Davis.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the _____ day of _____, 20___, personally appeared before me H. James Talbot and Holly Gadd who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

FARMINGTON, UTAH

RESOLUTION NO. 2020-

A RESOLUTION PROVIDING FOR THE APPOINTMENT OF CITY COUNCIL MEMBERS TO AND DELEGATING AUTHORITY TO VARIOUS COUNCIL COMMITTEES, ASSIGNMENTS AND PROVIDING FOR THE APPOINTMENT OF CERTAIN INDIVIDUALS TO REPRESENT FARMINGTON CITY ON VARIOUS BOARDS, COUNCILS AND COMMISSIONS

WHEREAS, pursuant to Section 2-1-170 of the Farmington City Municipal Code, the City Council may from time to time delegate portions of its authority to Council Committees and/or assignments and appoint at least two members of the City Council to serve on such Committees; and

WHEREAS, pursuant to the provisions of Chapter 3 of Title 2 of the Farmington City Municipal Code, the Mayor has the right to appoint, with advice and consent of the City Council, persons to fill offices on various commissions, committees and entities; and

WHEREAS, the Mayor desires to make appointments as herein set forth and the City Council desires to consent to such appointments and to take such additional actions as are set forth herein;

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

Section 1. **Delegation to Council Committees.** The City Council hereby establishes the following Council Committees and City Council assignments and delegates authority to such Committees and liaisons as provided herein:

(a) Personnel/Problems Resolution Committee.

(1) Serves as Board of Appeals on personnel matters/grievances beyond City Manager level.

(2) Serves as permanent member of Employee Transfer and Discharge Appeals Board.

(3) Reviews and recommends proposed amendments to Personnel Policies and Procedures.

(4) Reviews and recommends proposed compensation-related matters for employees and appointed and elected officials.

(4) Reviews and recommends proposed changes in performance appraisal system.

(5) Reviews and recommends proposed staffing changes and needs.

(6) Upon assignment, hears citizen complaints that are not planning, zoning and building inspection related.

(7) Makes recommendations for solutions after receiving input from staff.

(8) Evaluates various studies and proposals as assigned by the City Council and Mayor and makes recommendation to the City Council.

(b) City Council Special Events Liaisons

(1) Serves as liaison between Parks & Recreation Director and City Council in recommending, organizing, promoting and sponsoring City-wide special events.

(2) Works with Parks & Recreation Director in recommending the number and type of special events held annually based on input from the City's Parks & Recreation Master Plan, staff and citizen input.

(3) Works with Parks & Recreation Director in submitting names of candidates for chair person over each special event held annually.

(4) Works with Parks & Recreation Director in developing and recommending policy changes pertaining to promoting and holding of special events.

(c) Development Review/Economic Development Committee.

(1) Reviews initial development proposals and negotiates with developers when assigned by the City Council considering input and advice from City staff.

(2) Reviews staff recommendations for changes to development codes and processes for further consideration by the full City Council.

(3) Review staff recommendations and/or development proposals which will foster economic development goals of the City consistent with the City's Land Use Plan and will make recommendations to the City Council accordingly.

(d) Historic Preservation Liaisons

(1) Serves as liaisons between the Historic Preservation Commission and the City Council.

(2) Attends meetings upon request and submits policy matters for consideration back to the City Council.

(3) Liaisons do not have voting power.

(e) Youth City Council Director

(1) Serves as Director of the Youth City Council.

(2) Recommends and works with appointed advisors in operating Youth City Council programs and activities.

(3) Recommends policy considerations to the City Council.

(f) Trails Committee Liaisons

(1) Serves as liaisons between Trails Committee and the City Council;

(2) Attends Trails Committee meetings and submits policy matters related to trails back to the City Council for consideration.

(3) Meets quarterly with Trails Committee officers and City staff.

(4) Liaisons do not have voting power.

Section 2. **Appointments to Council Committees and Assignments.** The following appointments are hereby made by the Mayor to the Council Committees and assignments and are hereby consented to and approved by the City Council:

(a) Personnel/Problems Resolution Committee: **Mayor Talbot, Brett Anderson and Scott Isaacson**

(b) Special Events Liaisons: **Mayor Talbot** and **Rebecca Wayment**

(c) Development Review Committee/Economic Development: **Mayor Talbot, Brett Anderson and Rebecca Wayment**

(d) Historic Preservation Liaisons: **Shawn Beus**

(e) Youth City Council Director: **Scott Isaacson**

(f) Trails Committee Liaisons: **Amy Shumway**

Section 3. **Appointments by the Mayor and Consent of City Council.** The Mayor hereby appoints and the City Council hereby consents to the following:

Amy Shumway as Farmington City representative to the Davis Chamber of Commerce.

Mayor Talbot, Rebecca Wayment and Shane Pace as Farmington City representatives to the Utah League of Cities & Towns.

Section 4. **City Appointments to Special District Board.** It is hereby confirmed and ratified that the following-named individual has been appointed as a member of the following special district board with term as indicated:

Shawn Beus, Davis County Mosquito Abatement Board, January 2020 through December 2021.

Mayor Talbot, Wasatch Integrated Waste Board, January 2019 through December 2021.

Section 5. **Mayor *Pro Tempore*.** In accordance with Section 10-3b-302(2) of the *Utah Code Annotated*, Council Member **Brett Anderson** has been elected by the City Council to serve as Mayor *Pro Tempore* for the period commencing January 1, 2020 through December 31, 2021.

Section 6. **Right to Modify Appointments.** The City of Farmington, acting by and through its duly-authorized Mayor and City Council, may change and/or terminate any appointment from time to time as deemed in the best interests of the City.

Section 7. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 8. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 7TH DAY OF JANUARY, 2020.

FARMINGTON CITY

ATTEST:

_____
Holly Gadd
City Recorder

By:_____
H. James Talbot
Mayor

Res\Committee Appts
January 2020

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Harper, City Treasurer

Date: January 14, 2020

SUBJECT: CITY PURCHASING CARD PROGRAM

RECOMMENDATIONS

1. Review new Farmington City Purchasing Card Policy & Procedures
2. By minute motion, approve the purchasing card policy.

BACKGROUND

The City is establishing a purchasing card program and does not currently have a formal purchasing card policy. We would like to establish a policy in order to ensure all participating employees are aware of their responsibilities regarding their purchasing card. We have also included a list of all employees who will be receiving a card for the initial roll out of the program. The new policy requires City Council approval before becoming effective.

Respectfully Submitted

Shannon Harper

Shannon Harper
City Treasurer

Review and Concur

Greg Davis
City Finance Director

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PHONE (801) 451-2383 • FAX (801) 451-2747
www.farmington.utah.gov

PURCHASING CARD POLICY AND PROCEDURES

PURCHASING CARD PROCEDURES

By requesting a Farmington City Purchasing Card (P-card), each applicant acknowledges that he/she has read and understands the Policy and Procedures, in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

TO OBTAIN A CARD:

Complete Farmington City Purchasing Card Acceptance Agreement (Appendix A). All requests will be processed through the City Treasurer or City Finance Director with final approval by the City Manager. The cardholder's signature on the Acceptance Agreement indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for Purchasing Card Policy and Procedures.

Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and the cardholder is responsible for any purchases made with the card. Failure to comply with the guidelines established for the program may result in loss of card privileges, repayment of funds, suspension, or termination.

CARDHOLDER'S RESPONSIBILITIES:

IT IS THE RESPONSIBILITY OF THE CARDHOLDER TO:

1. Read and understand Farmington City's Purchasing Card Policies and Procedures.
2. Sign the Purchasing Card Acceptance Agreement. (See Appendix A).
3. Complete any required online training
4. Make only authorized purchases as prescribed by the Purchasing Policy and approved departmental budget.
5. Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder and the Department Head.
6. Review card transactions online. Verify each transaction is properly coded. Attach an electronic copy of the receipt to each transaction and submit to Department Head for approval.
7. Review the P-card statement upon its arrival. Submit any missing documentation to Department Head for approval.
8. Keep the P-card and the corresponding account information secure. Immediately report any lost or stolen P-card and/or account information to the City Treasurer or Finance Director.
9. Report fraudulent charges or any discrepancies in the P-card statement in a timely manner to the City Treasurer or Finance Director.

DEPARTMENT HEADS' RESPONSIBILITIES:

It is the responsibility of the Department Head to:

1. Request and oversee the issuance of new cards through the City Treasurer and the City Manager. The credit limit will be approved at the discretion of the City Manager.
2. Inform the City Treasurer or Finance Director when limit changes or cancellations are needed due to personnel changes
3. Review the cardholder's transactions and receipts online for completeness, accuracy, and compliance with Farmington City policies and procedures. Submit approved transactions to Accounts Payable clerk for payment.
4. Address the cardholder about questionable transactions for clarification purposes.
5. Report any misuses of P-cards immediately to the City Treasurer and City Manager.
6. Submit approved P-card statements and transactions no less than 15 days prior to payment due date.

City Treasurer Responsibilities:

It is the responsibility of the City Treasurer to:

1. Receive and review approved transactions with corresponding receipts from the Department Heads.
2. Submit approved statements to the Accounts Payable Clerk for payment.
3. Ensure the appropriate transaction limits are in place for each employee.
4. Maintain the online dashboard for all cards.

Approved P-card Purchases:

The following purchases are allowed using a Farmington City P-card:

1. Business related uses including subscriptions, seminars, dues and books.
2. Office supplies and furniture.
3. Rental or purchase of small tools, electrical, safety and building maintenance supplies.
4. Vehicle maintenance supplies.
5. Certain allowable travel expenditures:
    a. Conference registrations or seminar rooms
    b. Entity sponsored group gatherings
    c. Hotel rooms
    d. Airline tickets

Prohibited P-card Purchases:

The following practices are strictly prohibited when using a Farmington City P-card:

1. Purchasing any product or service normally considered to be inappropriate use of City funds.
2. Purchasing any product or service for personal use or consumption.
3. Purchasing any product or service in violation of the Purchasing Policy.
4. Purchasing Capital equipment or repair of Capital equipment.
5. Purchasing gift cards/certificates with the exception of the HR Director.
6. Purchasing alcohol.
7. Purchasing fuel for fleet vehicles unless traveling.
8. Splitting a purchase to remain under purchasing policy limits.

Built-In Restrictions:

Each card is assigned monthly and single-purchase limits. If a cardholder finds over time that these limits are too low to accommodate his/her monthly requirements, he/she may request an increase through the Department Head. The Department Head may then request the City Treasurer and City Manager to review and increase the limit given. Farmington City has the ability to block, if necessary, certain supplier's Merchant Category Codes. If the City chooses to block a Merchant the card will be declined. The City

may also temporarily suspend a card due to non-compliance with this policy. A cardholder may refer to the City Treasurer or Finance Director regarding issues with a possible blocked or suspended card.

Reconciliation and Payment:

The City Purchasing Card Program carries City, not individual, liability. P-card Invoices will be paid by the Accounts Payable Clerk. The cardholder will not be required to pay the monthly statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.

The cardholder is required to obtain and retain all receipts for goods and services purchased when using the P-card. If purchases are made via phone, mail, e-mail or other electronic means, cardholders must request an itemized receipt from the merchant. This itemized receipt is the only original documentation specifying whether or not sales tax has been paid against the purchase.

Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reviewed against the receipts for accuracy. The reviewed statement is to be sent to the Department Head for additional review and approval. The cardholder's activity may be audited at any time.

Disputed Transactions:

Disputes on P-cards must be identified in writing to the issuing P-card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the monthly statement date the issue must then be resolved between the City and the supplier.

The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to him/her for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed.

It is the cardholder's responsibility to immediately notify the City Treasurer or Finance Director if there is a possible dispute on an issued P-card.

Employee Termination:

Upon notice of a cardholder terminating his/her current employment, the cardholder's supervisor is responsible to take possession of the card and any outstanding original receipts. The supervisor should immediately notify the City Treasurer or Finance Director so he/she can notify the card issuer and close the account.

APPENDIX A

PURCHASING CARD HOLDER ACCEPTANCE AGREEMENT

The following Purchasing Card Acceptance Agreement must be signed by all Farmington City employees with access to a P-card.

I understand that Farmington City has authorized my use of a P-card for authorized expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

1. I will use the card issued to me for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy the needs of my department and Farmington City.
2. I understand that I am responsible for all transactions made with my card and accept the responsibility and accountability for the protection and proper use of the card
3. I will not use the card for personal use or for any other non-Entity purposes
4. I will not use the card to obtain cash advances
5. I will not use the card to purchase gift cards or gift certificates (unless specifically allowed by policy)
6. I understand that all purchases shall be made in accordance with applicable purchasing policies and purchasing card policies and procedures approved by the City Council.
7. I understand that I will be responsible for the timely reconciliation of all P-card transactions per instructions from the City Treasurer and/or Finance Director
8. I understand that I am responsible to provide appropriate documentation/receipts for P-card transactions charged to my assigned card.
9. I will surrender my assigned card to the City Treasurer or Finance Director in the event of my separation from Farmington City.
10. I understand that any charges against my assigned card that are not properly identified or not allowed by Farmington City shall be paid by me by check, United States currency or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the City Manager.
11. I will immediately report any stolen or lost card to the City Treasurer or Finance Director.

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned P-card. Misuse of the card could result in disciplinary action or termination and personal liability for unapproved charges. All City P-cards are subject to examination by external and internal auditors.

I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.

Name: _____ ***Department:*** _____

Signature: _____ ***Las 4 digits of Credit Card #:*** _____

PURCHASING CARD
MISSING RECEIPT FORM

This form is to be used as documentation only if the actual receipt, invoice, packing list, or internet order screen print is unavailable for a transaction made on the purchasing card. It will be allowed only as a rare circumstance. **It must be filled out COMPLETELY, signed by the cardholder's Department Head and submitted to the Finance Director.**

*Cardholder Information

Cardholder Name:_____ Last 4 of Account No. _____

Work Phone:_____ Department: _____

* Why is the original receipt, packing list, invoice, or other appropriate substitute missing?

_____

_____

_____

_____

*Supplier Information

Supplier Name: Phone Number:

City and State:

Date of Purchase:

Order placed with (name of supplier's representative):

*Item Description	Quantity	Unit Price	Amount
		* **Order Total**	**$**

*Cardholder Signature:_____ Date: _____

*Department Head Signature:_____ Date: _____

*** = *Required Information***

NOTE: Repeated loss of receipts may be grounds for discontinuing a cardholder's use of the P-card or other disciplinary action.

Department	Employee Name	Transaction Limit	Monthly Limit
Administration	Narae Simmons	$10,000.00	$50,000.00
Administration	DeAnn Carlile	$1,500.00	$10,000.00
Administration	Shannon Harper	$10,000.00	$10,000.00
Administration	Greg Davis	$10,000.00	$10,000.00
Administration	Holly Gadd	$10,000.00	$10,000.00
Building & Planning	Dave Petersen	$1,500.00	$3,000.00
Building & Planning	Heidi Gordon	$500.00	$1,000.00
Building & Planning	Eric Miller	$500.00	$1,000.00
Building & Planning	Dennis Allen	$500.00	$1,000.00
Economic Development	Brigham Mellor	$5,000.00	$10,000.00
Engineering	Chad Boshell	$1,500.00	$3,000.00
Fire Department	Rich Love	$1,000.00	$3,000.00
Fire Department	Captain J. Barnum	$1,000.00	$3,000.00
Fire Department	Captain C. Winter	$1,000.00	$3,000.00
Fire Department	Guido Smith	$3,000.00	$5,000.00
Parks & Recreation	Neil Miller	$3,000.00	$10,000.00
Parks & Recreation	Linda Weeks	$1,000.00	$5,000.00
Parks & Recreation	Sylvia Clark	$1,000.00	$5,000.00
Parks & Recreation	Louise Odysseus	$1,000.00	$5,000.00
Police	Sue Francom	$1,000.00	$3,000.00
Police	Wayne Hansen	$3,000.00	$5,000.00
Police	Parish Snyder	$3,000.00	$3,000.00
Police	Dave Quinley	$1,000.00	$3,000.00
Police	Brandon Erickson	$1,000.00	$3,000.00
Police	Eric Johnsen	$1,000.00	$3,000.00
Police	Brian Cooper	$1,000.00	$3,000.00
Public Works	Cathy Rice	$1,500.00	$5,000.00
Public Works Streets	Cory Brazell	$1,500.00	$1,500.00
Public Works Water	Larry Famuliner	$1,500.00	$1,500.00

CITY COUNCIL AGENDA

For Council Meeting:
January 21, 2020

S U B J E C T: City Manager Report

1. Fire Monthly Activity Report for November
2. Building Activity Report for December

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

November 2019

ISO Class 3

Emergency Services

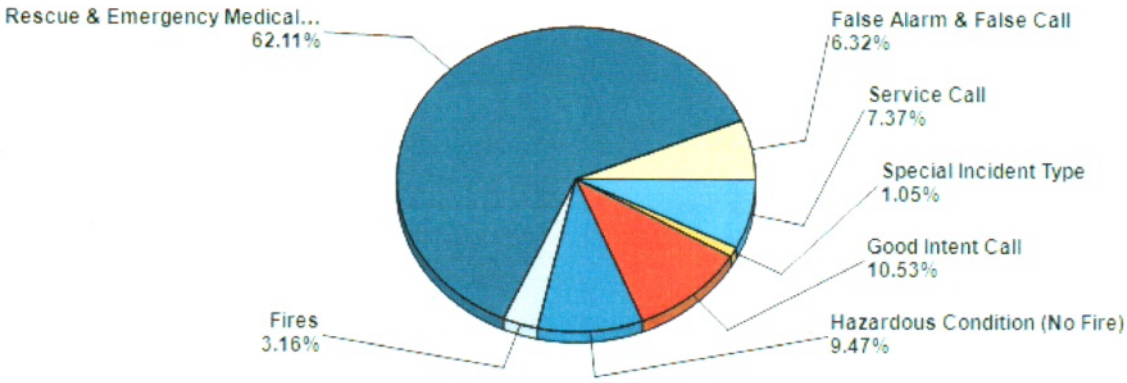
Fire / Rescue Related Calls: **36**

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

Ambulance / EMS Related Calls: **59 / Transported 35 (59%)**

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

Calls Missed / Unable to Adequately Staff:	**4 (4 %)**	**41 YTD (3.4%)**
Overlapping Calls:	**10 (10.5 %)**	**172 YTD (14.4%)**



On-Duty Crew / Shift Dynamic Data / November:

Emergent Incident / On-Scene Hours / Month Total:	**30.9 Hrs.**	**(Approximate 124 Man Hours)**
EMS Transport / Turn-Around Hours / Month Total:	**70 Hrs.**	**(Approximate 140 Man Hours)**

Urgent EMS Related Response Times (average):	**5:44 Min/Sec**	**GOAL 5 minutes or less (+ 0.44)**
Urgent Fire Related Response Times (average):	**7:17 Min/Sec**	**GOAL 5 minutes or less (+ 2.17)**

Part-Time Man-Hours *(based on the following 28-day pay periods) Nov. 11th and Nov. 22nd*

Part-Time Shift Coverage / Staffing:	**823**	**Budgeted 672**	**Variance + 151** *(FT Leave Coverage)*
Training & Drill Hours:	**51.5**	**1454.5 (FY20)**	
Emergency Calls/ Station Staffing:	**5.0**	**FIRE 2.5 Hrs. / EMS 2.5 Hrs. (229.5 YTD)**	
Special Event Hours:	**0**	**12 (FY20)**	
Part-Time Fire Marshal:	**55**	**Budgeted 120**	**Variance – 65**
Part-Time Fire Inspector	**31.5**	**Budgeted 90**	**Variance – 58.5**
Total PT Staffing Hours:	**823**	**5,759.5 (FY20)**	
Career Fire Chief:	*N/A*	*Salary Exempt*	*Overtime N/A*
Career Administrative Asst. x 1	*N/A*	*40 Hour Reg.*	*Overtime + 4*
Career Captains, Engineers & FF's x 9	*N/A*	*48/96 Hour Rotation*	*Overtime + 24**

**NOTE: Overtime shift coverage needed to achieve 4-handed staffing on Friday / Saturdays.*

Revenues & Grant / Donation Activity YTD:

Ambulance Revenue October 2019:

	Month	Calendar Year	FY 2020
Ambulance Services Billed	$72,590.69	$719,411.13	$301,312.31
Ambulance Billing Collected	**$48,739.56**	**$350,865.11**	**$168,280.74**
Variances:	*$23,851.13*	*$368,546.02*	*$133,031.57*
Collection Percentages	67%	49%	56%

Grant / Donation Activity "Requests":

NONE	*$0*	***$14,944 YTD***

Grant / Donation Activity "Received":

NONE	*$0*	***$44,794 YTD***

Department Training & Man-Hours

Monthly Staff Meeting & Leadership Training	15
Shift Drill #1 – FIRE – Ladder Rescue	24
Shift Drill #2 – EMS – SIDS	24
Shift Drill #3 – FIRE – Hydrogen Sulfide	24
Shift Drill #4 – EMS – Cold Weather Emergencies	24
Shift Drill #5 – FIRE – Cold Weather Ops.	24
USAR Training x 3 Personnel	24
Rope Rescue Chapter 5 x 1	8
Actual Training Hours:	**167**

4,986 HRS YTD

Fire Prevention & Inspection Activities	QTY	
New & Existing Business Inspections:	**15**	
Re-Inspections:	5	
Fire Plan Reviews & Related:	12	
Consultations & Construction Meetings:	4	
Station Tours & Public Education Sessions:	14	**151 YTD**

Health, Wellness & Safety Activities	QTY	
Reportable Injuries:	*0*	**3 YTD**
Physical Fitness / Gym Membership Participation %:	100%	
Chaplaincy Events:	2	**15 YTD**

Process Improvement Activities:	QTY	
Process Improvement Program (PIP) Submittals:	**0**	**5 YTD**

Monthly Activity Narrative:

Emergent response times averaged just over 5.4 minutes for EMS responses and 7.4 minutes for fire responses. Emergent incidents included medical responses, vehicle fires and rescues, fatal structure fire in Kaysville, and CO emergencies. Four percent 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 ten percent of overlapping calls, which overwhelms our existing staffing model.*
Fifty-nine percent of all Ambulance calls resulted in transporting patients to hospitals. Ambulance collection revenues continue with little predictability due to mandated billing variables. Overtime hours applied toward 4-handed staffing coverage on weekends. Monthly training encompassed Ladder Rescues, Sudden Infant Death Syndrome, Hydrogen Sulfide Response, Hypothermic Emergencies, Cold Weather Operations, Rope Rescue Schooling and USAR training.
With the blessing of the council, FFD acquired a used transport engine and initiated in-house preparatory work for state mandated certifications and licensing. We anticipate this reserve asset to be 100% mission capable January 2020. All structure apparatus pumps and ladders received mandated non-destructive (third party) testing with some unexpected service work required. The firehouse also received some unexpected repairs to the HVAC system after the failure of a 29-year old component. There is no question that our aging facilities are becoming problematic and require capital attention in the near future. FFD also assisted with multiple Santa deliveries to various community groups with great results. Santorini's Greek Grill (Station Park) hosted a fundraiser with proceeds benefiting both Farmington Police & Fire Departments. We received approximately $1,600 toward firefighting equipment. After receiving a couple of questions regarding Farmington's fire protection classification, I added a breakdown of the Insurance Service Office (ISO) rating for Farmington. This breakdown also shows our historical trend and recent achievements!

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

November 2019 Photos:

Annual Apparatus Pump & Ladder Testing, Multiple Santa Deliveries, Mutual-Aid Fatal Structure Fire (Kaysville), Hwy 89 Vehicle Fire, Acquisition of Used Pierce 2001 Transport Engine (replacement of two aging reserve apparatuses)

Farmington City Fire Department

Proud Protectors of Your Life and Property - Since 1907

Farmington City

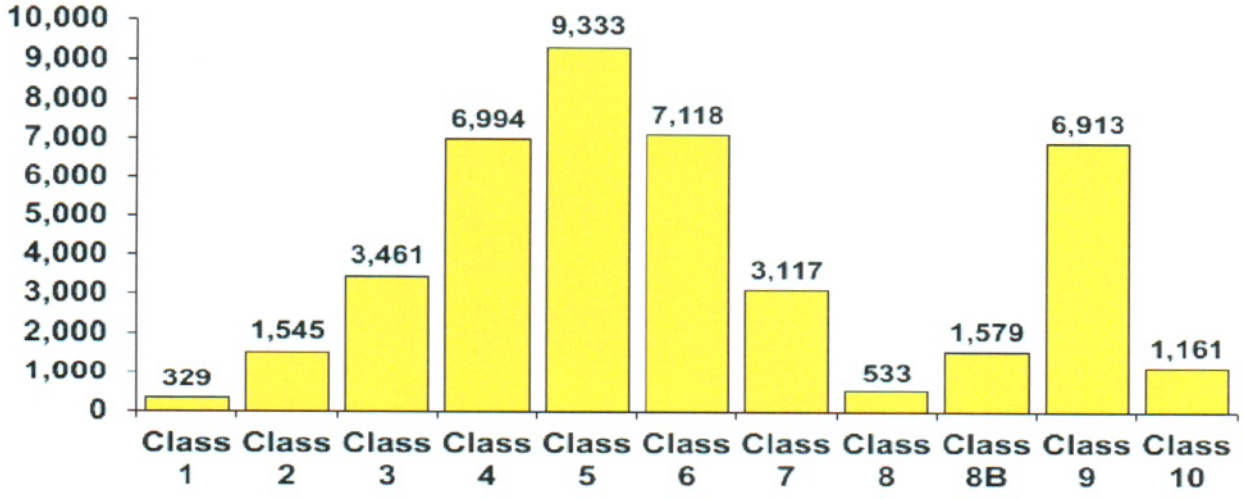
Insurance Service Office (ISO) Classification

Effective January 2019

CLASS 3

Distribution of Public Protection Classification Numbers

"Countrywide"



POINTS & CREDITS

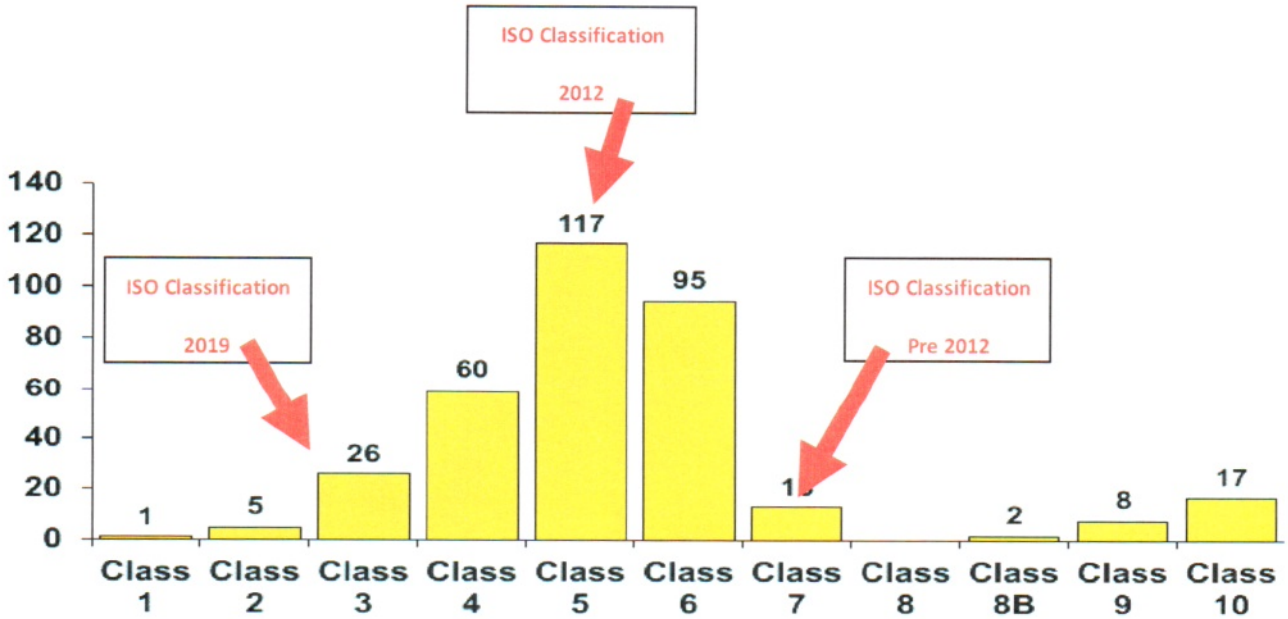
	Available	Received	Goal %
Dispatch Center	10.0	8.45	84.5%
Fire Department	50.0	30.88	61.2%
Water Department	40.0	37.38	93.5%

IMPROVEMENT AREAS

Dispatch Center	Staffing
Fire Department	Staffing, Training & Facilities
Water Department	Inspection & Flow Testing

Distribution of Public Protection Classification Numbers

"Utah"



Month of December 2019	BUILDING ACTIVITY REPORT - JULY 2019 THRU JUNE 2020				
RESIDENTIAL	**PERMITS THIS MONTH**	**DWELLING UNITS THIS MONTH**	**VALUATION**	**PERMITS YEAR TO DATE**	**DWELLING UNITS YEAR TO DATE**
NEW CONSTRUCTION **********					
SINGLE FAMILY	2	2	$668,744.84	360	360
DUPLEX	0	0	$0.00	0	0
MULTIPLE DWELLING	0	0	$0.00	269	269
CARPORT/GARAGE	0		$0.00	31	
OTHER RESIDENTIAL	0	0	$0.00	22	21
SUB-TOTAL	2	2	$668,744.84	682	650
REMODELS / ALTERATION / ADDITIONS **********					
BASEMENT FINISH	6		$59,580.50	99	
ADDITIONS/REMODELS	1		$87,821.00	102	
SWIMMING POOLS/SPAS	2		$82,069.68	51	
OTHER	17		$233,074.00	1288	
SUB-TOTAL	26		$462,545.18	1540	
NON-RESIDENTIAL - NEW CONSTRUCTION **********					
COMMERCIAL	1		$355,814.36	27	
PUBLIC/INSTITUTIONAL	0		$0.00	7	
CHURCHES	0		$0.00	1	
OTHER	2		$12,500.00	46	
SUB-TOTAL	3		$368,314.36	81	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL **********					
COMMERCIAL/INDUSTRIAL	4		$1,019,082.26	81	
OFFICE	0		$0.00	19	
PUBLIC/INSTITUTIONAL	0		$0.00	1	
CHURCHES	0		$0.00	0	
OTHER	0		$0.00	13	
SUB-TOTAL	4		$ 1,019,082.26	114	
MISCELLANEOUS - NON-RESIDENTIAL **********					
MISC.	0		$0.00	77	
SUB-TOTAL	0		$0.00	77	
TOTALS	35	0	$2,518,686.64	2494	0