ELECTRONIC & IN-PERSON 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 public is welcome to attend or listen electronically. The agenda for the work session will be as follows:

1. Questions or concerns the City Council may have on agenda items.
2. Budget discussions/requests from Parks & Recreation, Public Works, Police, Fire and Administration & Legislative

ELECTRONIC & IN-PERSON FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, June 9, 2020, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Farmington City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged to listen to the meeting on line. In-person attendance is also an alternative, but any in-person attendance/gathering will meet the latest governmental restrictions related to the COVID virus. The link to listen to the meeting live and to comment electronically can be found on the Farmington City website at www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so at hgadd@farmington.utah.gov

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

PUBLIC HEARINGS:

7:05 Meadows at City Park Phase III Preliminary PUD Master Plan and Schematic Plan located at 91 South 200 West

7:15 Farmington Station II Project Master Plan (PMP) – North of Park Lane and West of Cabela's and Development Agreement (PMP-1-20) – E&H Land LTD

7:30 Farmington Station Center Project Master Plan (PMP) – Burke Lane and 1525 West and Development Agreement (PMP-3-20)

- Zoning Map Amendment – 1451 W Burke Lane
- Zoning Map Amendment – 1293 W Burke Lane

7:45 Amended Municipal Budget for Fiscal Year ending June 30, 2020 and Municipal Budget for Fiscal Year ending June 30, 2021

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

Minute motion to reconvene the City Council Meeting.

NEW BUSINESS:

8:20 Staker Parson Agreement to Construct the FY2021 Road Maintenance Project

8:25 Leon Poulsen Construction Agreement to Construct the Burke Lane Roadway Project

8:30 Pick-up Contribution for Public Safety and Firefighter Tier II Employees

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

8:40 Minute Motion Approving Summary Action List

1. Resolution Appointing Members to the Trails Committee
2. Surplus Property for Public Works
3. Plat Amendment for Compton's Pointe Subdivision
4. Plat Amendment for Somerset Hollow Lot 13 and Summerwood Lot 5
5. The Preserve at Farmington Creek, LLC Improvements Agreement
6. Visionary Homes 2020 LLC Improvements Agreement
7. The Governor's Office of Economic Development Utah Outdoor Recreation Grant for Project "THE FARM" Mountain Bike Park
8. International Mountain Bicycling Association Trail Solutions Program for the Project "THE FARM" Mountain Bike Park
9. Approval of Minutes from May 5, 2020
10. Approval of Minutes from May 19, 2020

GOVERNING BODY REPORTS:

7:45 City Manager Report

1. Building Activity Report for May

7:50 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 4th day of June, 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 06/04/2020

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

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

It is request that City Councilmember Shawn Beus give the invocation to the meeting and it is requested that Mayor Talbot lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

PUBLIC HEARING: Meadows at City Park Phase III Preliminary PUD Master Plan and Schematic Plan

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Move that the City Council approve the enclosed ordinance. Preliminary PUD Master Plan, and the subdivision Schematic Plan for the Meadows at City Park Phase III Subdivision subject to all applicable Farmington City ordinances. development standards and conditions 1-3. Include Findings for Approval 1-5.

GENERAL INFORMATION:

See enclosed staff report prepared by Meagan Booth. City Planner.

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: Meagan Booth, City Planner

Date: June 9, 2020

SUBJECT: **MEADOWS AT CITY PARK PH. 3 PRELIMINARY PUD MASTER PLAN AND SCHEMATIC PLAN**
Applicant: **Pete Smith**
Property Address: 91 South 200 West

RECOMMENDATION:

1. Hold a Public Hearing

2. Move that the City Council approve the enclosed ordinance, and Preliminary PUD Master Plan, and the subdivision Schematic Plan, for the Meadows at City Park Phase 3 Subdivision subject to all applicable Farmington City ordinances, development standards, and the following conditions:

    1. The applicant must amend the Meadows at City Park Phase 2 Subdivision Plat to adjust the boundary between Phase 2 and 3 and all land use table calculations thereto.
    2. All outstanding DRC comments for schematic plan shall be addressed on preliminary plat including notes/easements for garbage collection, road maintenance and snow storage.
    3. All streets in planned unit developments whether private or dedicated public streets shall conform to the minimum improvement requirements of the subdivision standards or as approved by the City Engineer.

<u>Findings for Approval:</u>

1. The Planning Commission recommended approval of the motion on May 21, 2020.
2. The proposed plans meet the requirements of the subdivision and zoning ordinances.
3. The proposed development is an in-fill project and allows the property owner the highest and best use of his property.
4. The HOA is intended to maintain the common areas of the project.
5. The proposed plans are consistent with the General Plan.

BACKGROUND

The applicant, Pete Smith, is seeking approval for the Preliminary PUD Master Plan and the subdivision Schematic Plan for the Meadows at City Park Phase 3 Subdivision located at 91 South 200 West. The proposed subdivision has 6 townhomes consisting of 2 triplexes. The Final PUD Master Plan for Phase 1 and 2 was approved by the City Council, however, this parcel was not included as part of the originally approved PUD therefore it is subject to review and conditions by the City Council. The Planning Commission reviewed the application on May 21, 2020 and recommended the City Council approve the proposal. The 3rd Phase of the development will have a similar look and aesthetic to Phase 1 and 2 and is demonstrated in the attached elevations and landscaping plan. With a boundary adjustment between Phase 2 and 3, the application meets the density and open space standards required by the ordinance.

The applicant is requesting a Private Street accesses the units. The DRC has reviewed the private road with the Fire Department and Public Works and the conditions mentioned in the staff report address their concerns at this time.

Supplemental Information

1. Vicinity Map
2. Zoning Map
3. Enabling Ordinance
4. Preliminary PUD Master Plan/Schematic Plan
5. Landscape Plan
6. Elevations

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 13 – Multiple Family Residential Zones
4. Title 11, Chapter 27 – Planned Unit Developments (PUD)

Respectfully Submitted

Meagan Booth

Meagan Booth
City Planner

Concur

Shane E. Pace

Shane Pace
City Manager

FARMINGTON

VICINITY MAP

Meadows at City Park Phase I, II, III

0 25 50 75 100 Feet

0 10 20 30 40 Meters

N W E S

Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited use. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

FARMINGTON

VICINITY MAP

Zoning Map

0 60 120 180 240 Feet

0 10 20 30 40 Meters

Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

FARMINGTON, UTAH

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 91 SOUTH 200 West FROM R-4 TO R-4 (PUD)

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property described in Application # S-20-19, filed with the City, located at 91 South 200 West, identified by parcel number: 080520247, and comprising .65 acres is hereby reclassified from zone R-4 to zone R-4 (PUD), said property being more particularly described below:

BEG AT SW COR LOT 2, BLK 4, PLAT A, FARMINGTON TS SURVEY, TH N 89 FT, TH E 51 FT, TH N 71^51' E 32.1 FT, TH E 166.0 FT TO E LINE OF SD LOT 2; TH S 89^46'37" E 10.00 FT PARALLEL WITH THE N LINE OF LOT 1 SD BLK 4, PLAT A, FARMINGTON TS SURVEY; TH S 99 FT, TH W 257.5 FT TO POB. CONT. 0.56 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 3. Effective Date. This ordinance shall take effect upon approval of the Final PUD Master Plan for Meadows at City Park Phase 3 Planned Unit Development and the recordation of the final plat related thereto.

DATED this 9th day of June, 2020.

FARMINGTON CITY

_____

H. James Talbot
Mayor

ATTEST:

_____

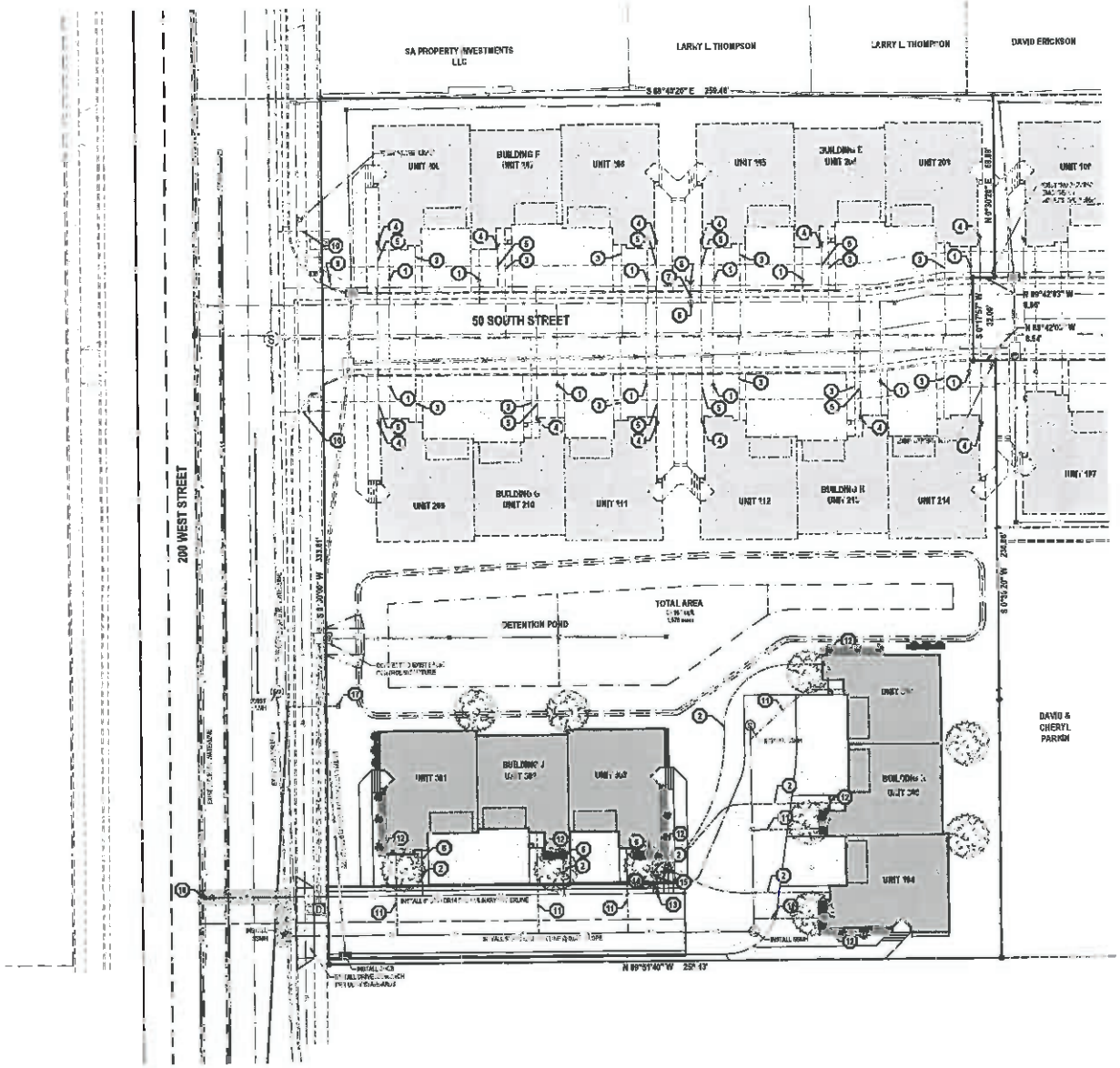
Holly Gadd
City Recorder

811 Know what's below. Call before you dig.

CALL BEFORE YOU DIG
811 VERIFY UTILITIES PRIOR TO USE
TO MINIMIZE RISK OF ANY DISTURBANCE

BENCHMARK

BENCHMARKS THE FIELD SURVEY COMPANY
CAMERON W. THOMPSON PROFESSIONAL LAND SURVEYOR
BOUNDARY LAND SURVEYING & MAPPING
JOURNAL BASIS OF BEARINGS



KEYED NOTES

1. EXISTING 1" WATER METER ON WATER LATERAL
2. INSTALL 1" WATER METER ON NEW 1" WATER LINE
3. EXISTING 4" SDR 35 SANITARY SEWER LATERAL @ 2.0% MINIMUM SLOPE
4. EXISTING GAS METER. VERIFY CAPACITY WITH GAS COMPANY
5. EXISTING LATERAL TO REMAIN
6. INSTALL 1" DIP CULINARY WATER SERVICE
7. EXISTING SITE LIGHT PER PLAN. SEE ELECTRICAL
8. EXISTING FIRE HYDRANT TO REMAIN. INSTALL BARRIER PROTECTION
9. EXISTING FIRE HYDRANT
10. EXISTING CONNECTION TO WATER LATERAL. ENSURE THAT THE LATERAL IS CLEAN AND FREE OF DEBRIS
11. INSTALL 4" SDR 35 SANITARY SEWER LATERAL @ 2.0% MINIMUM SLOPE
12. INSTALL 2" WATER METER ON NEW 2" WATER LATERAL STUB
13. INSTALL FIRE HYDRANT PER PLAN AND THRUST BLOCK
14. INSTALL FIRE HYDRANT PER PLAN. PLANNED TO TEST
15. INSTALL FIRE HYDRANT WITH VALVE. COMPLETE
16. INSTALL 2" WATER LATERAL TO TAP EXISTING CULINARY WATER LINE
17. INSTALL 1" CULINARY WATER LATERAL PER PLAN. CLEAN WATER

LAND USE TABLE

[illegible]	AREA	PERCENTAGE
UNITS (PRIVATE)	[illegible]	[illegible]
[illegible] PLANTED	[illegible]	[illegible]
[illegible] STRIPING	[illegible]	[illegible]
TOTAL	[illegible]	[illegible]
BUILDING FOOTPRINT	[illegible]	
[illegible] BUILDING	[illegible]	
TOTAL [illegible]	[illegible]	
TOTAL [illegible]	[illegible]	

HORIZONTAL GRAPHIC SCALE

(IN FEET)

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
[illegible] Field Rd., Ste. 200
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0429

TOOELE
Phone: [illegible]

CEDAR CITY
Phone: 435.867.1453

RICHFIELD
Phone: [illegible]

WWW.ENSIGNENG.COM

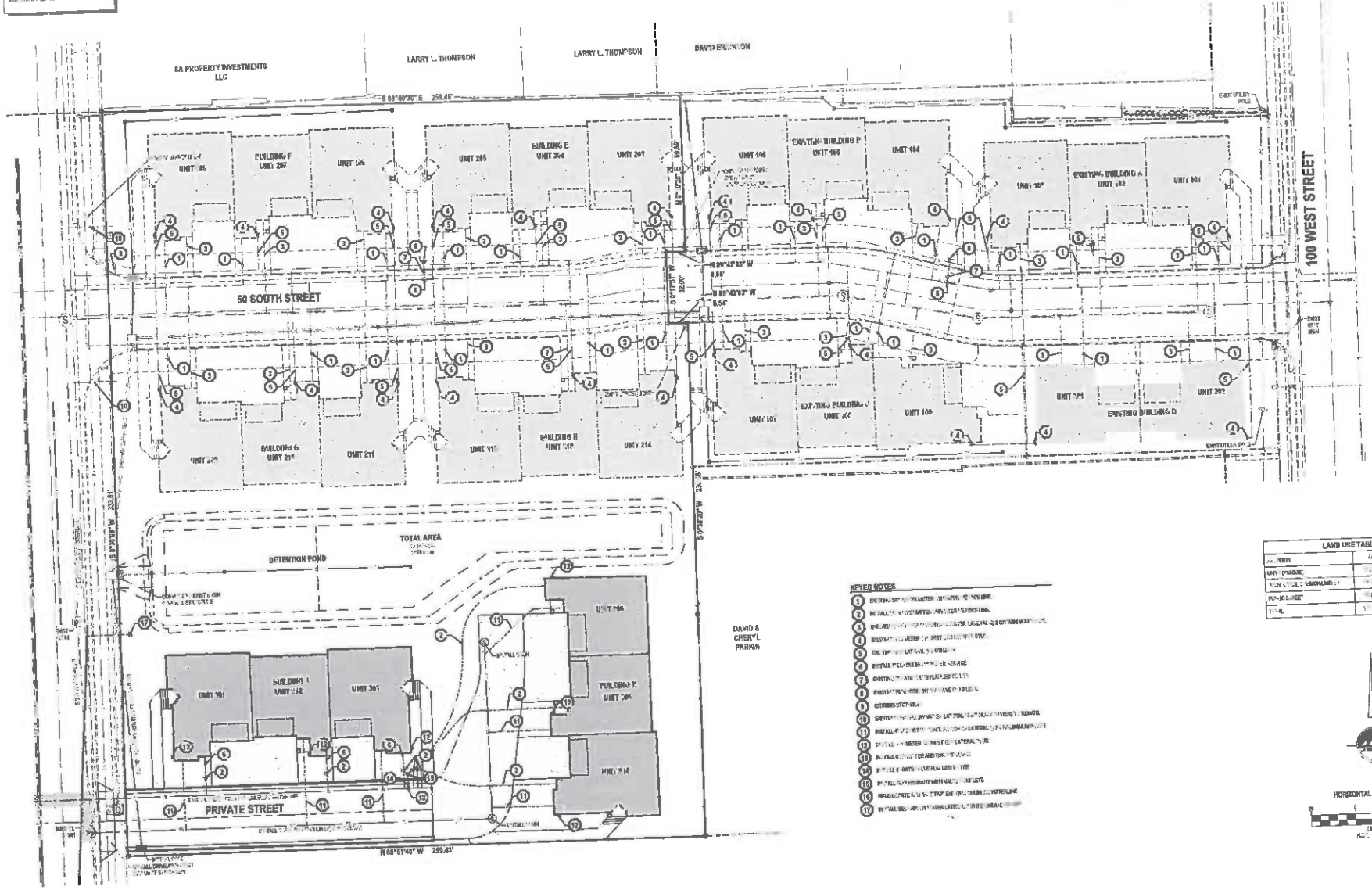
PREPARED FOR:
[illegible]
[illegible]
[illegible]
CONTACT:
SITE SMITH
[illegible]

MEADOWS AT CITY PARK

50 SOUTH 200 WEST
FARMINGTON, UTAH

OVERALL PUD
MASTER PLAN
PHS 2 & 3

1 OF 1



LAND USE TABLE		
PROPERTY	AREA	PERCENTAGE
UNITS (PRIVATE)	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
TOTAL	[illegible]	[illegible]

KEYED NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]
13. [illegible]
14. [illegible]
15. [illegible]
16. [illegible]
17. [illegible]

HORIZONTAL GRAPHIC SCALE

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
[illegible]

SALT LAKE CITY
[illegible]

TOOELE
[illegible]

CEDAR CITY
[illegible]

RICHFIELD
[illegible]

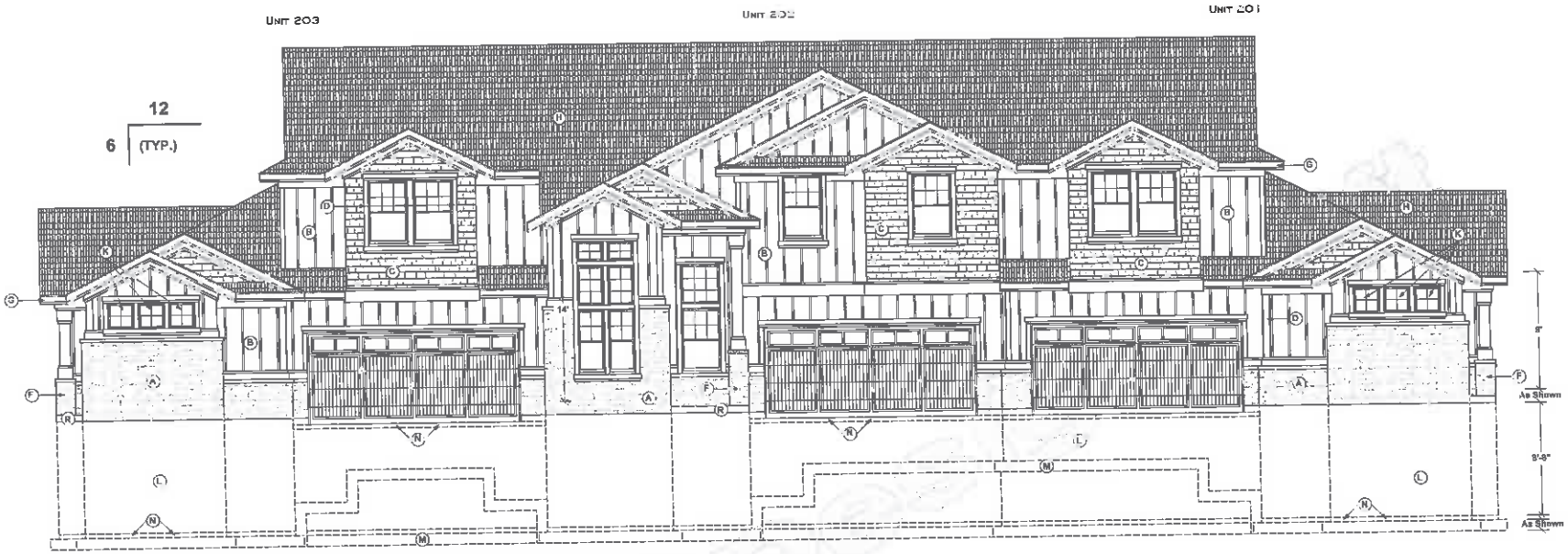
WWW.ENSIGNENG.COM

MEADOWS AT CITY PARK

50 SOUTH 200 WEST
FARMINGTON, UTAH

OVERALL PUD
MASTER PLAN
PHS 1 & 2 & 3

1 OF 1



Front Elevation

Scale 1/4" = 1'-0"

Right Elevation

Scale 1/4" = 1'-0"

Materials Key

A	Stone (Check one applicable)
B	Hardi Panel Vertical Siding (Check one)
C	Hardie Shingle Siding (Check one)
D	Hardi-Trim Board (Check one)
E	NOT USED
F	16" x 16" Brick Column Base w/ support column above to match adjacent column (Check one)
G	Soffit and Fascia Hardi - Provide aluminum soffit (Check one) Fascia - Provide gutter (Check one)
H	Architectural Asphalt Shingles
J	16"x24" Vent
K	Tempered Glass
L	Concrete Foundation
M	Concrete Porch
N	Concrete Slab
P	NOT USED
Q	16" x 24" Vinyl Window (Check one)
R	Concrete Porch
S	Step to Return Walk with Grade
T	42" High Railing with Balusters (Check one)

Contractor to verify all materials with client including, but not limited to color, texture, type, etc.

Contractor to verify and live all all materials as noted and per manufacturers specifications. All installations shall be approved by their respective manufacturer.

Contractor will verify and all steps in footings & foundation and adjust as required by existing & finish grades

Final roof overhang dimension to be determined by general contractor, framing contractor, and truss manufacturer prior to fabrication of roof trusses and roof framing members.

General contractor to provide truss engineering specifications and layouts to structural engineer for complete review prior to ordering and fabrication of any and all roof elements.

All flues and vents through roof shall be directed to the rear of the roof wherever possible (Contractor to verify)

Provide insulation baffles in attic. (Contractor to verify)

Provide ice & water shield consisting of two layers of type 15 felt applied shingle fashion and solid mopped together with approved cementing material between the plies extending from the eave up to the roof to a point 24" inside the exterior wall line of the building, or use approved ice and water shield. (Contractor to verify)

All weather exposed surfaces shall have a weather-resistive barrier to protect the interior wall covering. Building paper shall be free from holes and breaks other than those created by fasteners and construction system due to attaching of the building paper, and shall be applied over the studs or sheathing of all exterior walls. Such felt or paper shall be applied horizontally, with the upper layer lapped over the lower layer not less than 2 inches. Where vertical joints occur, felt or paper shall be lapped not less than 6 inches. Barrier shall extend above walls and heads to top plate. (Provide 2 layers behind stucco surfaces). Also provide metal or equal flashing at foundations and brick veneer or stone half walls where water from weather barrier could enter dwelling.

Provide counterflashing and caulking at all exterior doors and windows.

Engineering provided by others. Contractor will verify any and all beams, headers and all other structural items on plans as detailed by the engineer. Problems with any engineered item will need to be resolved with the engineer directly.

Contractor will verify all dimensions & conditions shown on these plans and with the building site prior to commencing any work on this project.

See Sheet A-4 for Materials Key

0 1 5 10 15 Feet

© 2010 Copyright Design Loft Inc.

File Number: M-5874

Sheet Number: A-4

Revisions: Original Submittal to Building Dept. plans for future units throughout

Design Loft Inc.

design loft

customhomedesign

801-292-9716

www.designloft.net

Client: R.W. Wood Solutions Group, LLC

Sheet Title: Elevations

Design Loft Inc.

15 South Main Street, Suite 102 F

Centerville, Utah 84014

File Number: M-5874

Date: Jun 12, 2018

Sheet Number: A-4

Project Number: 19-C12

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

PUBLIC HEARING: Farmington Station II Project Master Plan (PMP) – North of Park Lane and West of Cabela's and Development Agreement (PMP-1-20) – E&H Land LTD

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Move that the City Council approve the enclosed PMP, and accompanying development agreement, subject to all applicable Farmington City development standards and ordinances. Include Findings for Approval 1-4.

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

FARMINGTON
HISTORIC BEGINNINGS • 1847

City Council Staff Report

To: Honorable Mayor and City Council

From: David Petersen, Community Development Director

Date: June 9, 2020

SUBJECT: **Farmington Station II Project Master Plan (PMP)—North of Park Lane and West of Cabela's (approx. 62+ acres) and Development Agreement (PMP-1-20)**

Applicant: **Wade Budge,** Property Owner: **E&H Land LTD**

RECOMMENDATION:

1. Hold a public hearing.

2. Move that the City Council approve the enclosed PMP, and accompanying development agreement, subject to all applicable Farmington City development standards and ordinances.

Findings:

1. The agreement allows an applicant to request greater development flexibility, at the sole discretion of the City, for property under 25 acres in size.
2. Greater flexibility may result in better development for the community and provide a finer grain and/or mix of uses as per the proposed project master plan.
3. The proposed Farmington Station II Project Master Plan and Development Agreement is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this area.
4. The proposed Farmington Station II Project Master Plan balances residential, commercial/retail, and office uses to the benefit of the City.

BACKGROUND

The subject property, which is owned by the Evans family, may accommodate a variety of uses and allows a developer to submit a development plan and/or subdivision now, for consideration by the City, as dictated by the existing zone designations referenced above. Nevertheless, the applicant is seeking for increased flexibility to handle unforeseen scenarios which may occur as property develops in the future. In the event, for example, if one standard of an underlying zone works for interior local streets---but not Park Lane, a mechanism is in place as set forth in Section 11-18-140 of the City's Zoning Ordinance which allows a developer to deviate from the standards of the underlying zone, but at the sole discretion of the City. However, an applicant must own 25 acres or more to make a request under this Section. The Evans property meets this threshold, but it is very likely that the property will develop in smaller increments than 25 acres. The enclosed development

agreement permits an applicant to request flexibility under Section 140 for land encompassing 2.5 acres, or greater in size, within the greater 62+ acre PMP.

Supplemental Information

1. Vicinity Map
2. General Plan Future Land Use Map
3. Existing Zoning Map
4. Farmington Station II Development Agreement
5. Farmington Station II Project Master Plan (PMP)

Respectfully Submitted

David Petersen
Community Development Director

Concur

Shane Pace
City Manager

ArcGIS Web Map

5/15/2020, 2:26:27 PM

Farmington City Boundary

Parcels

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Farmington City
USDA FSA |

ArcGIS Web Map

5/15/2020, 2:27:34 PM

Farmington City Boundary

Parcels

General Land Use Plan

CA/BP - CLASS A BUSINESS PARK

O/BP - OFFICE/BUSINESS PARK

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Farmington City
USDA FSA |

ArcGIS Web Map

5/15/2020, 2:28:42 PM

Farmington City Boundary

Parcels

Zoning

A

AE

OS

BP

TMU

RMU

GMU

OMU

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Farmington City
USDA FSA

DEVELOPMENT AGREEMENT
FOR
FARMINGTON STATION II

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____ 2020 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **E & H LAND LTD.** a Utah limited partnership, hereinafter referred to, collectively with its assignees, as "Developer."

RECITALS:

A. Developer owns approximately 62 acres of land, and the City owns the remaining land, within the boundary set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"), Developer desires to develop the Property under the RMU, GMU, and OS zones, to be known as "Farmington Station II".

B. On June 9, 2020, the City approved a project master plan (the "PMP") for the Property in accordance with Chapter 18 of the City's zoning ordinance. The approved PMP is attached hereto as **Exhibit "B"** and incorporated herein by reference. The purposes of the PMP includes, among other things, the use of the land for commercial and residential development as set forth in the PMP, although the PMP is not intended to enable future development of the Property without final subdivision and site plan approval with respect to each phase.

C. The Property is subject to the City's Laws, including without limitation Section 11-18-140 of the City's zoning ordinance, pursuant to which this Agreement shall supersede the City's Laws with respect to the matters set forth herein.

D. Persons and entities hereafter developing the Property or any portions of the Property shall accomplish such development in accordance with the City's Laws and the provisions set forth in this Agreement.

E. The City also recognizes that the development of Farmington Station II, and any future phase thereof, may result in tangible benefits to the City through the stimulation of development in the area, including a possible increase of the City's tax base and the development of amenities that may enhance further economic development efforts in the vicinity of the Property, and is therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Definitions.** In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

a. "City's Laws" means, collectively, all City ordinances, rules and regulations, including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

b. "Effective Date" has the meaning set forth in Section 3.

3. **Effectiveness.** This Agreement, including the PMP, shall become effective on the date that the City and Developer sign the Agreement.

4. **Alternative Approval Process.** The City has held all public hearings necessary for, and has approved the PMP. Such approval of the City council shall remain in full force and effect from the date hereof until the termination of this Agreement. Developer and/or Developer's successors and assigns may from time to time apply to develop any phase of Farmington Station II greater than two and half (2.5) acres in size in accordance with an alternative approval process as set forth in section of 11-18-140 of the City's zoning ordinance. Developer shall be entitled to bring such future applications under Section 11-18-140 of the City's zoning ordinance, even if a future phase is less than 25 acres in size. Such future applications may deviate from the PMP approved hereunder at the discretion of the City and shall be considered according to the procedures and standards for approval set forth in Section 11-18-140 of the City's zoning ordinance.

5. **Assignment.** Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

6. **Notices.** Any notices, requests and 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 such party at its address shown below:

To Developer:	E & H c/o PLW. Inc. 2001 N. 1210 W. Pleasant Grove, Utah 84062 Attn: Mark Evans
With a copy to:	Snell and Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, UT 84101 Attn: Wayne Budge

To the City: Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025-0160

7. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Property, including any related conditions.

8. **Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein. Use of the word "including" shall mean "including but not limited to", "including without limitation", or words of similar import.

9. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement, unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

10. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

11. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

12. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

13. **Term.** This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is thirty (30) years, unless terminated earlier pursuant to Section 15 below.

14. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years after the principal roads are completed, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period, or responds

within such time period with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City may terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

15. **Severability**. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

16. **Amendment.** This Agreement may be amended only in writing signed by the 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

ATTEST:

_____
City Recorder

By:_____
Mayor

"DEVELOPER"

E & H LAND LTD

By: _____

Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of_____, 2020, personally appeared before me H. James Talbot, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

_____
Notary Public

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of E & H _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

_____
Notary Public for Utah

ATTACHED EXHIBITS:

EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT "B" – PMP (PROJECT MASTER PLAN)

EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY

Davis County Serial Number 080600008
BEG 77.1 RODS E FR SW COR OF SE 1/4 OF SEC 14-T3N-R1W, SLM; TH N 9.4 RODS; TH W 61 RODS, M/L, TO E R/W LINE OF D&RGW RR; TH S 34^40' E ALG SD R/W TO A PT W OF BEG; TH E 59 RODS, M/L, TO POB. CONT. 3.53 ACRES.

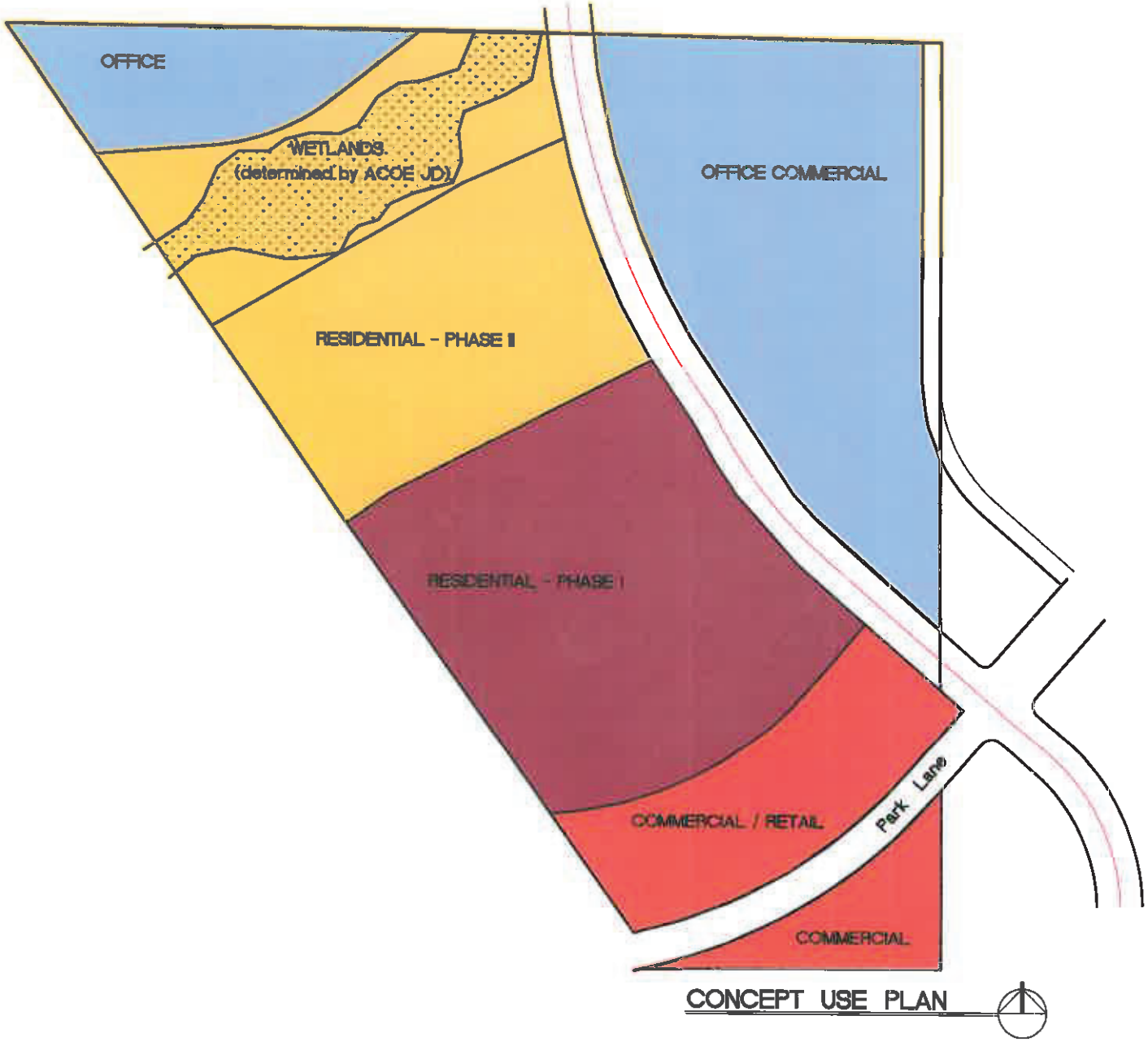
Davis County Serial Number 080600044
BEG NW COR OF LOT 16, BLK 27, PLAT BC, FARMINGTON TS SURVEY IN SE 1/4 OF SEC 14-T3N-R1W, SLM; E 991.82 FT TO A BNDRY LINE AGMT RECORDED 05/12/2011 AS E# 2598549 BK 5272 PG 348; TH S 0^06'13" E 154.59 FT ALG SD AGMT; TH W 991.82 FT; TH N 10 RODS TO BEG. CONT. 3.513 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Davis County Serial Number 080720005
BEG 20 CHAINS E FR NW COR OF NE 1/4 OF SEC 23-T3N-R1W, SLM; TH S 13.18 CHAINS; TH W 6.042 CHAINS, M/L, TO E LINE OF D&RGW RR R/W; TH N 34^40' W ALG SD R/W 15.91 CHAINS, M/L, TO N LINE OF SEC AT A PT W OF BEG; TH E 15.155 CHAINS, M/L, TO POB. CONT. 14.13 ACRES

Davis County Serial Number 080720024
BEG 11.29 CHAINS N, 6.13 CHAINS W & N 00^09'31" E 515.61 FT FR SE COR OF NE 1/4 OF SEC 23-T3N-R1W, SLM; SD PT BEING ON THE N'LY LINE OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 01/21/2011 AS E# 2580452 BK 5194 PG 122; TH N 474.39 FT; TH N 5.15 CHAINS; TH W 14.49 CHAINS; TH S 15 CHAINS; TH SE 361.59 FT ALG THE E R/W LINE OF THE D&RGW RR; TH NE'LY ALG THE ARC OF A 1093.69 FT RADIUS CURVE TO THE LEFT A DIST OF 717.93 FT (LC BEARS N 59^59'12" E 705.11 FT TO A PT OF COMPOUND CURVATURE & NE'LY ALG THE ARC OF A 28.00 FT RADIUS CURVE TO THE LEFT A DIST OF 44.77 FT (LC BEARS N 03^49'06" W 40.31 FT) TO A PT OF NON-TANGENCY; & N 48^49'06" W 13.00 FT; & N 41^10'54" E 100.00 FT TO A NON-TANGENT PT ON CURVE & SE'LY ALG THE ARC OF A 28.50 FT RADIUS CURVE TO THE LEFT A DIST OF 26.96 FT (LC BEARS S 75^55'08" E 25.96 FT) TO BEG. CONT. 25.418 ACRES ALSO: BEG 12.21 CHAINS; S 12.91 CHAINS E FR NW COR OF NE 1/4 OF SEC 23-T3N-R1W, SLM; E 7.41 CHAINS; S 10 CHAINS; W 0.50 CHAINS; NW 12.45 CHAINS TO BEG. CONT. LESS R/W 1.95 ACRES ALSO: BEG 18.91 CHAINS E; 3.18 CHAINS S FR NW COR OF NE 1/4 OF SEC 23-T3N-R1W, SLM; E 980.10 FT TO BNDRY LINE AGMT RECORDED 05/12/2011 AS E# 2598549 BK 5272 PG 348; TH S 00^06'13" E 349.59 FT ALG SD AGMT; TH W 982.50 FT; N 5 CHAINS TO BEG. CONT. 7.58 ACRES ALSO: BEG 413.35 FT W FR NE COR OF SEC 23-T3N-R1W, SLB&M; SD PT ALSO BEING ON THE BNDRY LINE AGMT RECORDED 05/12/2011 AS E# 2598549 BK 5272 PG 348; W 978.59 FT; S 3.18 CHAINS; E 980.10 FT TO SD BNDRY LINE AGMT; TH ALG SD AGMT N 00^06'13" W 219.69 FT TO THE POB. CONT. 4.86 ACRES TOTAL ACREAGE 39.808 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Davis County Serial Number 080720021
BEG 11.29 CHAINS N, 6.13 CHAINS W FR SE COR OF NE 1/4 OF SEC 23-T3N-R1W, SLM; N 354.74 FT, M/L, TO THE SE'LY LINE OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 01/21/2011 AS E# 2580452 BK 5194 PG 122; TH ALG SD LINE THE FOLLOWING

TWO COURSES: SW'LY ALG THE ARC OF A 28.50 FT RADIUS CURVE TO THE LEFT A DIST OF 20.81 FT (LC BEARS S 62^05'50" W) TO A PT OF REVERSE CURVATURE; TH SW'LY ALG THE ARC OF A 1173.69 FT RADIUS CURVE TO THE RIGHT A DIST OF 592.86 FT (LC BEARS S 55^39'08" W 586.58 FT; E 502.04 FT, M/L, TO BEG. CONT. 1.72 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)



CONCEPT USE PLAN

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

PUBLIC HEARING: Farmington Station Center Project Master Plan (PMP) – Burke Lane and 1525 West and Development Agreement (PMP-3-20)

- **Zoning Map Amendment – 1451 W Burke Lane**
- **Zoning Map Amendment – 1293 W Burke Lane**

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See staff report for recommendation.

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 Petersen, Community Development Director

Date: June 9, 2020

SUBJECT: **Farmington Station Center Project Master Plan (PMP)—Burke Ln. and 1525 W (approx. 30 acres) and Development Agreement (PMP-3-20)**

Zoning Map Amendment (approx. 2 acres) 1451 W Burke Ln. (Z-5-20)

Zoning Map Amendment (approx. 9.69 acres) 1293 West Burke Ln. (Z-6-20)

Applicant: **Chris McCandless/CW Management Corp.**

RECOMMENDATION:

1. Hold a public hearing.

2. Move that the City Council approve the enclosed PMP, and accompanying development agreement subject to all applicable Farmington City development standards; and approve the enclosed enabling ordinances to rezone properties owned by Romney, Benson, and Jones, LLC (within the PMP area) from A to OMU and OS subject that the final location of the west boundary of the OS zone, next to Shepard Creek, shall be determined at preliminary plat and/or final development plan approval by the City.

Findings:

1. The agreement allows an applicant to request greater development flexibility, at the sole discretion of the City, for property under 25 acres in size.
2. Greater flexibility may result in better development for the community and provide a finer grain and/or mix of uses as per the proposed project master plan.
3. The proposed Farmington Station Center Project Master Plan and Development Agreement is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this area.
4. The proposed Farmington Station Center Project Master Plan balances residential, commercial, and office uses to the benefit of the City.
5. The zone changes from OMU to A, are necessary to implement Section 11-18-140 of the Zoning Ordinance and are 1) reasonably necessary, 2) in the public interest, and 3) consistent with the city general plan and in harmony with the objectives and purpose of the zoning ordinance.
6. Land comprising the 2.5-acre threshold related to Section 140 of the Zoning Ordinance as set forth in the enclosed development agreement may include public rights-of-way.

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

BACKGROUND

The subject property, which is owned by Amenti, Inc., Benson, Jones, L.L.C., and Romney, may accommodate a variety of uses and allows a developer to submit a development plan and/or subdivision now, for consideration by the City, as dictated by the existing zone designations referenced above. Nevertheless, the applicant is seeking for increased flexibility to handle unforeseen scenarios which may occur as property develops in the future. In the event, for example, if one standard of an underlying zone works for straight portions of Burke Lane---but not the portion of Burke Lane which bends to the southeast, a mechanism is in place as set forth in Section 11-18-140 of the City's Zoning Ordinance which allows a developer to deviate from the standards of the underlying zone, but at the sole discretion of the City. However, an applicant must own 25 acres or more to make a request under this Section. The above four properties together meet this threshold, but because the entire site is owned by four different owners, it is very likely that it will develop in smaller increments than 25 acres. The enclosed development agreement permits an applicant to request flexibility under Section 140 for land encompassing 2.5 acres, or greater in size, within the greater 30 acre PMP. Three of the four properties are zoned A (Agriculture) where Section 140 does not apply and must be rezoned to OMU (Office Mixed Use) and/or OS (Open Space) to have the opportunity to obtain the flexibility desired.

Supplemental Information

1. Vicinity Map
2. General Plan Future Land Use Map
3. Existing Zoning Map
4. Farmington Station Center Development Agreement
5. Farmington Station Center Project Master Plan (PMP)
6. Enabling Ordinances

Respectfully Submitted

David Petersen
Community Development Director

Concur

Shane Pace
City Manager

ArcGIS Web Map

5/15/2020, 11:16:49 AM

Farmington City Boundary

Parcels

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Farmington City
USDA FSA |

ArcGIS Web Map

5/15/2020, 11:25:23 AM

Farmington City Boundary

Parcels

General Land Use Plan

CA/BP - CLASS A BUSINESS PARK

PPR - PUB/PRIV REC OPEN SPACE AND OR PARKS VERY LOW DENS

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Farmington City
USDA FSA |

ArcGIS Web Map

6/3/2020, 5:11:45 PM

Farmington City Boundary

Parcels

Zoning

A

AE

OS

TMU

GMU

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Farmington City
USDA FSA |

DEVELOPMENT AGREEMENT
FOR
FARMINGTON STATION CENTER

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____ 2020 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **CW MANAGEMENT, CORP.**, a Utah Corporation, **MICHAEL R. & CHRISTIE N. BENSON, JONES F PROPERTY, LLC**, a Utah Limited Liability Company, and **MICHAEL H. & ROBYN F. ROMNEY,** as an individual, all together hereinafter referred to, collectively with their assignees, as "Developer."

RECITALS:

A. Developer(s) own, or have the right to acquire additional land totaling approximately 29.29 acres of land, and the City owns the remaining land, within the boundary set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"), Developer desires to develop the Property under the OMU zone, to be known as "Farmington Station Center".

B. On June 9, 2020, the City approved a project master plan (the "PMP") for the Property in accordance with Chapter 18 of the City's zoning ordinance. The approved PMP is attached hereto as **Exhibit "B"** and incorporated herein by reference. The purposes of the PMP includes, among other things, the use of the land for commercial and residential development as set forth in the PMP, although the PMP is not intended to enable future development of the Property without final subdivision and site plan approval with respect to each phase.

C. The Property is subject to the City's Laws, including without limitation Section 11-18-140 of the City's zoning ordinance, pursuant to which this Agreement shall supersede the City's Laws with respect to the matters set forth herein.

D. Persons and entities hereafter developing the Property or any portions of the Property shall accomplish such development in accordance with the City's Laws and the provisions set forth in this Agreement.

E. The City also recognizes that the development of Farmington Station Center, and any future phase thereof, may result in tangible benefits to the City through the stimulation of development in the area, including a possible increase of the City's tax base and the development of amenities that may enhance further economic development efforts in the vicinity of the Property, and is therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Definitions.** In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

a. "City's Laws" means, collectively, all City ordinances, rules and regulations, including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

b. "Effective Date" has the meaning set forth in Section 3.

3. **Effectiveness.** This Agreement, including the PMP, shall become effective on the date that Developer acquires fee title to the following parcels (as identified pursuant to a Davis County Assessor property search): Parcel ID 080600043, 080600029, 08060049, 080600012, and 080600013 (the "Effective Date").

4. **Alternative Approval Process.** The City has held all public hearings necessary for, and has approved the PMP. Such approval of the City council shall remain in full force and effect from the date hereof until the termination of this Agreement. Developer and/or Developer's successors and assigns may from time to time apply to develop any phase of Farmington Station Center greater than two and half (2.5) acres in size in accordance with an alternative approval process as set forth in section of 11-18-140 of the City's zoning ordinance. Developer shall be entitled to bring such future applications under Section 11-18-140 of the City's zoning ordinance, even if a future phase is less than 25 acres in size. Such future applications may deviate from the PMP approved hereunder at the discretion of the City and shall be considered according to the procedures and standards for approval set forth in Section 11-18-140 of the City's zoning ordinance.

5. **Assignment.** Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

6. **Notices.** Any notices, requests and 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 such party at its address shown below:

To Developer:	CW Management Corporation c/o Chris McCandless, President 9071 South 1300 West, Suite 100 West Jordan, UT 84088
	Michael R. and Christie N. Benson 1293 Burke Ln. Farmington, UT 84025
	Jones F Property, LLC c/o Todd Jones 1119 South Roueche Ln Kaysville, UT 84037
	Michael H. and Robyn F. Romney 1451 West Burke Ln. Farmington, UT 84025
To the City:	Farmington City Attn: City Manager 160 South Main Street Farmington, Utah 84025-0160

7. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Property, including any related conditions.

8. **Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein. Use of the word "including" shall mean "including but not limited to", "including without limitation", or words of similar import.

9. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement, unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

10. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

11. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

12. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

13. **Term.** This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is thirty (30) years, unless terminated earlier pursuant to Section 15 below.

14. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years after the principal roads are completed, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period, or responds within such time period with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City may terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

15. **Severability**. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

16. **Amendment.** This Agreement may be amended only in writing signed by the 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

ATTEST:

_____
City Recorder

By:_____
Mayor

"DEVELOPER"

CW MANAGEMENT, CORP.

By: _____
Its: President

MICHAEL R. & CHRISTIE N. BENSON

_____

_____

JONES F PROPERTY, LLC

By: _____

Its: _____

MICHAEL H. & ROBYN F. ROMNEY

_____

_____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of_____, 2020, personally appeared before me H. James Talbot, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

_____
Notary Public

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2020, personally appeared before me Chris McCandless who being by me duly sworn did say that (s)he is the President of **CW MANAGEMENT, CORP.**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

_____
Notary Public
Residing at:

My Commission Expires:

_____ _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this ____ day of 2020, personally appeared before me, **MICHAEL R. & CHRISTIE N. BENSON** who being by me duly sworn, did say that they are Michael R. & Christie N. Benson, and that the foregoing instrument was signed on behalf of said developer and duly acknowledgment to me that they executed the same.

_____
Notary Public
My Commission Expires: Residing at:

_____ _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____day of _____, 2020, personally appeared before me Todd Jones, who being by me duly sworn did say that he is a manager of **JONES F PROPERTY, LLC**, and that the foregoing instrument was signed in behalf of said limited liability company by virtue of the authority granted to such manager under the operating agreement of said limited liability company, and he acknowledged to me that said limited liability company executed the same.

_____
Notary Public
My Commission Expires: Residing at:

_____ _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this ____ day of 2020, personally appeared before me, **MICHAEL H. & ROBYN F. ROMNEY** who being by me duly sworn, did say that they are Michael H. & Robyn F. Romney, and that the foregoing instrument was signed on behalf of said developer and duly acknowledgment to me that they executed the same.

_____
Notary Public
Residing at:

My Commission Expires:

_____

_____

ATTACHED EXHIBITS:

EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT "B" – PMP (PROJECT MASTER PLAN)

EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY

Davis County Serial Number 080600049
BEG ON S LINE OF LOT 8, BLK 27, BC PLAT, AT A PT 9.4 RODS, M/L, N ALG 1/4 SEC LINE OF SW 1/4 OF SE 1/4 SEC 14-T3N-R1W, SLB&M; & RUN TH N 0^20'03" W 515.1 FT, M/L, TO A PT 670.21 FT N 0^20'03" W ALG THE 1/4 SEC LINE & N 89^39'57" E 275.0 FT & N 0^19'45" W 37.00 FT FR THE S 1/4 COR OF SD SEC; SD PT BEING ON A NW COR OF PPTY CONV IN WARRANTY DEED RECORDED 12/12/2018 AS E# 3133650 BK 7158 PG 917 & MORE CORRECTLY DESC IN AFF RECORDED 12/27/2019 AS E# 3214421 BK 7417 PG 496 AS PARCEL 2; TH N 0^20'03" W 283.0 FT; TH S 89^39'57" W 275.0 FT TO THE 1/4 SEC LINE; TH N 0^20'03" W 470.0 FT TO THE S LINE OF A RD; TH S 89^38'13" E 340.0 FT ALG THE S LINE OF SD RD; TH S 0^21'47" W 275.0 FT; TH S 89^38'13" E 320.0 FT; TH N 0^21'47" E 275.0 FT TO THE S LINE OF A RD; TH E 573.6 FT, M/L, ALG THE S LINE OF SD RD TO A W LINE OF PPTY CONV IN SD WARRANTY DEED & CORRECTLY DESC IN SD AFFIDAVIT AS PARCEL 2; TH ALG SD LINE S 00^00'18" W 741.63 FT & CONTINUING ALG A N LINE OF SD PPTY THE FOLLOWING COURSE: S 89^40'15" W 954.20 FT TO THE POB. SUBJECT TO A DESC R/W. CONT. 17.60 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Davis County Serial Number 080600012
BEG ON THE S LINE OF A RD AT A PT N 00^20'03" W 1460.21 FT ALG 1/4 SEC LINE & S 89^38'13" E 340.0 FT ALG SD S LINE FR S 1/4 COR OF SEC-14-T3N-R1W, SLM; & RUN TH S 00^21'47" W 275.0 FT; TH S 89^38'13" E 160 FT; TH N 00^21'47" E 275 FT TO SD S LINE; TH N 89^38'13" W 160 FT ALG SD S LINE TO POB. CONT. 1.01 ACRES

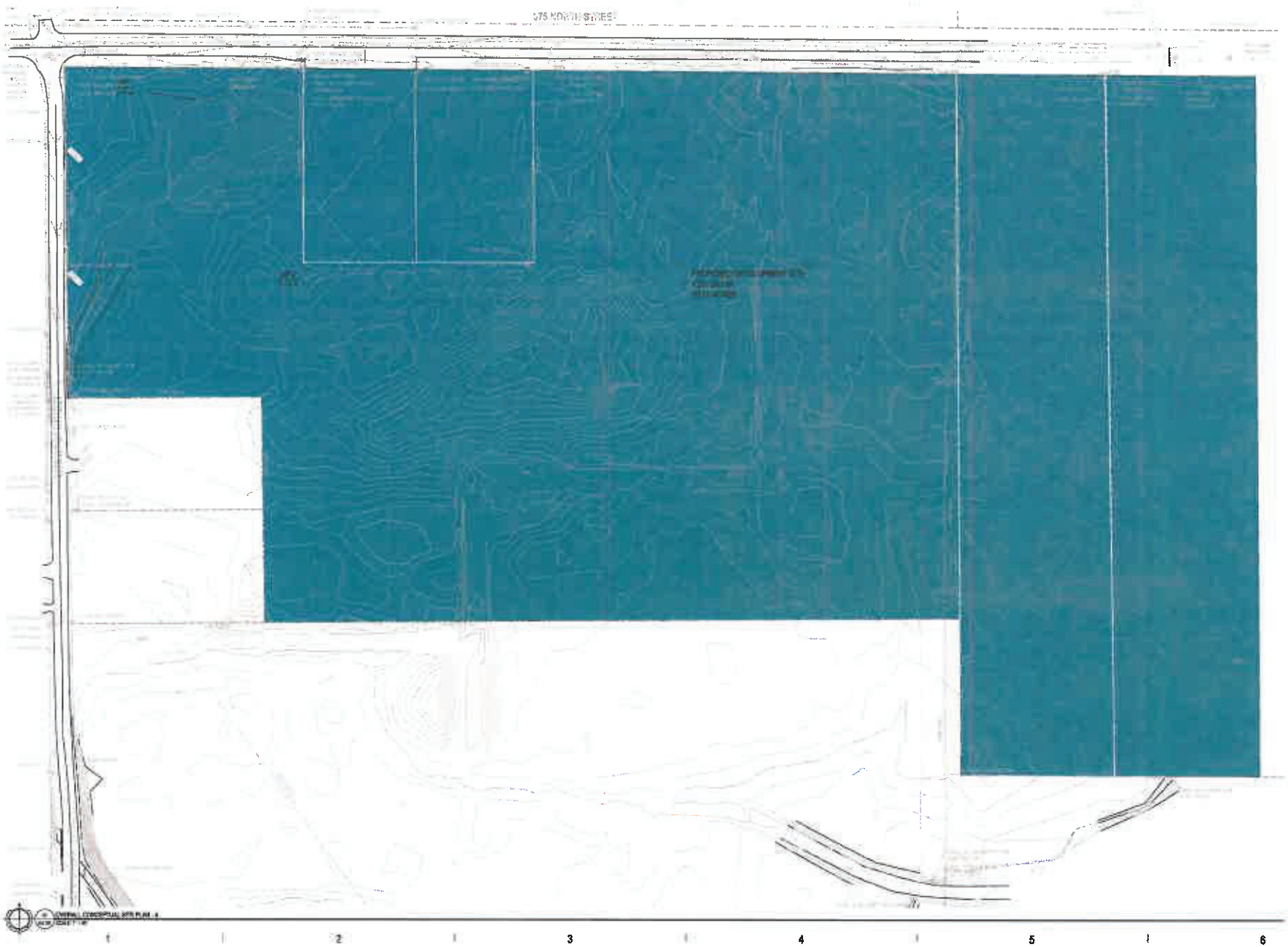
Davis County Serial Number 080600013
BEG ON S LINE OF A RD AT A PT N 00^20'03" W 1460.21 FT ALG 1/4 SEC LINE & S 89^38'12" E 500.0 FT ALG SD S LINE FR S 1/4 COR SEC-14-T3N-R1W, SLM; (BASIS OF BEARING IS DAVIS COUNTY TS REF PLAT DATED 11/04/1971); & RUN TH S 00^21'47" W 275.0 FT; TH S 89^38'13" E 160.0 FT; TH N 00^21'47" E 275.0 FT TO SD S LINE; TH N 89^38'13" W 160.0 FT ALG SD S LINE TO POB. CONT. 1.01 ACRES

Davis County Serial Number 080600051
PART OF THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT BEING S 89^45'48" W 1375.46 FT ALG THE S LINE OF SD SEC 14 & N 00^14'12" W 672.65 FT FR THE SE 1/4 COR OF SD SEC 14 TH AS FOLLOWS: S 89^40'15" W 992.48 FT; TH N 00^19'45" W 37.00 FT; TH N 89^40'15" E 954.20 FT; TH N 00^00'18" E 741.63 FT TO THE S R/W LINE OF BURKE LANE; TH S 89^59'42" E 38.50 FT ALG SD S LINE; TH S 00^00'18" W 778.41 FT ALG THE W LINE OF PARCEL 08-060-0029 TO THE POB. CONT. 1.50 ACRES

Davis County Serial Number 080600029
BEG AT THE NW COR OF LOT 12, BLK 27, BC PLAT, FARMINGTON TS SURVEY, WH PT IS S 89^45'48" W 1369.01 FT ALG THE SEC LINE & N 0^20'03" W 1444.78 FT FR THE SE COR OF SEC 14-T3N-R1W, SLM; & RUN TH S 89^41'35" E 213.32 FT ALG THE S LINE OF BURKE LANE; TH S 0^20'03" E 990.00 FT; TH N 89^41'35" W 213.32 FT; TH N 0^20'03" W 990.00 FT TO THE POB. CONT. 4.85 ACRES.

Davis County Serial Number 080600043
BEG AT A PT ON THE S LINE OF BURKE LANE AT A PT S 89^41'35" E 213.32 FT FR THE NW COR OF LOT 12, BLK 27, BC PLAT, FARMINGTON TS SURVEY; WH PT IS S 89^45'48" W

1369.01 FT ALG THE SEC LINE & N 0^20'03" W 1444.78 FT TO THE S LINE OF BURKE LANE & S 89^41'35" E 213.32 FT FR THE SE COR OF SEC 14-T3N-R1W, SLM; & RUN TH S 0^20'03" E 990.00 FT; TH S 89^41'35" E 213.33 FT; TH N 0^20'03" W 974.83 FT TO THE BEG OF A CURVE TO THE LEFT, OF WH THE RAD PT LIES S 16^12'32" W, A RADIAL DIST OF 610.00 FT; TH W'LY ALG THE ARC THROUGH A CENTRAL ANGLE OF 06^45'15", A DIST OF 71.91 FT; TH N 89^41'35" W 143.25 FT TO THE POB. CONT. 4.84 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)



FARMINGTON STATION CENTER

675 NORTH STREET
FARMINGTON, UTAH 84—

BWA ARCHITECTS

3118 EAST LION LANE, #200
HOLLADAY, UTAH 84121

BEECHERWINKER.COM

PROJECT NUMBER
[illegible]

DWN BY [illegible] CHKD BY [illegible]

SCHEMATIC
1.16.20

DRAWING NUMBER
AS101

FARMINGTON, UTAH

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 1451 WEST BURKE LANE AND APPROXIMATELY 1425 WEST BURKE LANE FROM A TO OMU.

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property described in Application # Z-5-20, filed with the City, at 1451 West Burke lane and approximately 1425 South Burke Lane, identified by parcel numbers 080600012 and 080600013, and comprising 2.02 acres, is hereby reclassified from zone A to zone OMU, said property being more particularly described as set forth in Exhibit A attached hereto and by this reference made a part hereof.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 3. Effective Date. This ordinance shall take effect immediately upon final passage by the City Council.

DATED this 9th day of June, 2020.

FARMINGTON CITY

_____
H. James Talbot
Mayor

ATTEST:

_____
Holly Gadd
City Recorder

EXHIBIT A

Davis County Serial Number 080600012
BEG ON THE S LINE OF A RD AT A PT N 00^20'03" W 1460.21 FT ALG 1/4 SEC LINE & S 89^38'13" E 340.0 FT ALG SD S LINE FR S 1/4 COR OF SEC-14-T3N-R1W, SLM; & RUN TH S 00^21'47" W 275.0 FT; TH S 89^38'13" E 160 FT; TH N 00^21'47" E 275 FT TO SD S LINE; TH N 89^38'13" W 160 FT ALG SD S LINE TO POB. CONT. 1.01 ACRES

Davis County Serial Number 080600013
BEG ON S LINE OF A RD AT A PT N 00^20'03" W 1460.21 FT ALG 1/4 SEC LINE & S 89^38'12" E 500.0 FT ALG SD S LINE FR S 1/4 COR SEC-14-T3N-R1W, SLM; (BASIS OF BEARING IS DAVIS COUNTY TS REF PLAT DATED 11/04/1971); & RUN TH S 00^21'47" W 275.0 FT; TH S 89^38'13" E 160.0 FT; TH N 00^21'47" E 275.0 FT TO SD S LINE; TH N 89^38'13" W 160.0 FT ALG SD S LINE TO POB. CONT. 1.01 ACRES

FARMINGTON, UTAH

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 1293 WEST BURKE LANE AND APPROXIMATELY 1250 WEST BURKE LANE FROM A TO OMU AND OS.

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property described in Application # Z-6-20, filed with the City, at 1293 West Burke lane and approximately 1250 South Burke Lane, identified by parcel numbers 080600029 and 080600043, and comprising 9.69 acres, is hereby reclassified from zone A to zone OMU and OS, said property being more particularly illustrated/described as set forth in Exhibit A attached hereto and by this reference made a part hereof.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change whereby the west (or north) boundary of the OS zone next to Shepard Creek shall be determined upon approval by the City of a preliminary subdivision plat and a schematic site development plan.

Section 3. Effective Date. This ordinance shall take effect independently for each parcel upon approval of a preliminary subdivision plat and a schematic site development plan for each respective property.

DATED this 9th day of June, 2020.

FARMINGTON CITY

_____
H. James Talbot
Mayor

ATTEST:

_____
Holly Gadd
City Recorder

EXHIBIT A

Davis County Serial Number 080600029
BEG AT THE NW COR OF LOT 12, BLK 27, BC PLAT, FARMINGTON TS SURVEY, WH PT IS S 89^45'48" W 1369.01 FT ALG THE SEC LINE & N 0^20'03" W 1444.78 FT FR THE SE COR OF SEC 14-T3N-R1W, SLM; & RUN TH S 89^41'35" E 213.32 FT ALG THE S LINE OF BURKE LANE; TH S 0^20'03" E 990.00 FT; TH N 89^41'35" W 213.32 FT; TH N 0^20'03" W 990.00 FT TO THE POB. CONT. 4.85 ACRES.

Davis County Serial Number 080600043
BEG AT A PT ON THE S LINE OF BURKE LANE AT A PT S 89^41'35" E 213.32 FT FR THE NW COR OF LOT 12, BLK 27, BC PLAT, FARMINGTON TS SURVEY; WH PT IS S 89^45'48" W 1369.01 FT ALG THE SEC LINE & N 0^20'03" W 1444.78 FT TO THE S LINE OF BURKE LANE & S 89^41'35" E 213.32 FT FR THE SE COR OF SEC 14-T3N-R1W, SLM; & RUN TH S 0^20'03" E 990.00 FT; TH S 89^41'35" E 213.33 FT; TH N 0^20'03" W 974.83 FT TO THE BEG OF A CURVE TO THE LEFT, OF WH THE RAD PT LIES S 16^12'32" W, A RADIAL DIST OF 610.00 FT; TH W'LY ALG THE ARC THROUGH A CENTRAL ANGLE OF 06^45'15", A DIST OF 71.91 FT; TH N 89^41'35" W 143.25 FT TO THE POB. CONT. 4.84 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

PUBLIC HEARING: Amended Municipal Budget for Fiscal Year ending June 30, 2020 and Municipal Budget for Fiscal Year ending June 30, 2021

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Discussion and adjustments if any (approval on next meeting).

GENERAL INFORMATION:

See enclosed staff report prepared by Greg Davis, Finance 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 FOR JUNE 9, 2020

To: Mayor and City Council
From: Greg Davis
Date: June 4, 2020
Subject: FY 2021 RECOMMENDED BUDGET

Included herein is the recommended budget for FY 2021. The following materials are included for discussion and public hearing.

- Schedules of budget changes for all funds and departments
  - Fund listing with totals by expenditures, revenue, transfers, and fund balance changes
  - Fund budgets with major category totals within expenditures and revenue
  - Department expenditure budgets within General Fund
  - Key Changes – General Fund Revenue
  - Key Changes – General Fund Expenditures
- Consolidated fee schedule, with increases to
  - Water fees
  - Recreation fees for Jr. High age baseball
- Major, city-wide key changes include:
  - URS contribution rate increase on Tier II. Recommendation is to have this covered by the city instead of by the employees
  - Health insurance increase of 4.9%
  - Certified rate for property tax - At the time of this transmittal the city has not yet received its certified tax rate from Davis County and the State of Utah. The City will accept the new certified tax rate when it is certified by the State. The rate will not include a tax increase, rather a decrease to the rate due to the retirement of a general obligation bonds issue during FY 2020.

During this budget process, the FY 2021 budget will have been reviewed and discussed during council work sessions and regular sessions held on May 5, May 19, and June 9 (includes public hearing), and June 23 (for final adoption). The FY2020 budget amendment will be presented and discussed during the June 9 meeting and adopted on June 23.

Regarding the water rate, the fund has been in the need of a fee increase after going 10 years without. The recommended fee increase is needed to sustain a reasonable fund balance/cash reserves balance and maintain sufficient coverage to meet debt obligations. The Administration recommends a 3% rate increase (approximately 3% with individual fees rounded to the nearest 10 cents mark). The Administration considers this increase a very reasonable increase after, as mentioned before, going 10 years without an increase. It is projected that annual increases in near-future years will be required to keep pace with inflation and improvement projects.

Respectfully submitted

Greg Davis
Finance Director

Review and concur,

Shane Pace
City Manager

FUND LISTING FY 2020-21 RECOMMENDED BUDGETS
Sources (credits) are shown as negatives

Sum of FY21 Request Total	EXPENDITURES	TRANSFERS OUT	REVENUE	TRANSFERS IN	FUND BALANCE INCREASE	FUND BALANCE USE/APPROPRIATION	Grand Total
#10, 11 GENERAL FUND							
10 GENERAL FUND	9,529,874	820,373	(10,199,485)	-		(150,762)	-
11 CLASS C ROADS / LOCAL HWY	1,115,000	16,000	(1,131,000)		-		-
#10, 11 GENERAL FUND Total	**10,644,874**	**836,373**	**(11,330,485)**	**-**	**-**	**(150,762)**	**-**
#20, 22 SPECIAL REVENUE - RDAs							
20 FARMINGTON RDA FUND	200,450	-	(186,000)		-	(14,450)	-
22 FARMINGTON STATION PARK RDA	5,000	-	(655,000)		650,000		-
#20, 22 SPECIAL REVENUE - RDAs Total	**205,450**	**-**	**(841,000)**		**650,000**	**(14,450)**	**-**
#30-35 DEBT SERVICE FUNDS							
30 RAP TAX BOND	393,000	90,000	(483,000)		-		-
31 POLICE SALES TAX BOND 2009	71,000		(5,000)	-		(66,000)	-
34 2007, 2009 BLDGS G.O. BOND	258,000		(258,000)		-		-
35 2015 G.O. PARK BOND	413,000		(413,000)			-	-
#30-35 DEBT SERVICE FUNDS Total	**1,135,000**	**90,000**	**(1,159,000)**	**-**	**-**	**(66,000)**	**-**
#37-43 CAPITAL AND PROJECTS FUNDS							
37 GOVT BUILDINGS IMPROV/OTHER	22,000	-	(44,000)	-	22,000	-	-
38 CAPITAL STREET IMPROVEMENTS	9,533,000		(2,418,667)	-	-	(7,114,333)	-
39 CAPITAL EQUIPMENT FUND	320,000		(2,000)	(278,000)	-	(40,000)	-
40 REAL ESTATE PROP. ASSET FUND	1,570,000		(2,000)		-	(1,568,000)	-
42 PARK IMPROVEMENT FUND	370,500		(322,000)	(90,000)	-	41,500	-
43 CAPITAL FIRE FUND	57,400		(42,000)	-	-	(15,400)	-
#37-43 CAPITAL AND PROJECTS FUNDS Total	**11,872,900**	**-**	**(2,830,667)**	**(368,000)**	**22,000**	**(8,696,233)**	**-**
#48 PERMANENT FUND							
48 CEMETERY PERPETUAL FUND		-	(11,500)		11,500		-
#48 PERMANENT FUND Total		**-**	**(11,500)**		**11,500**		**-**

FUND LISTING FY 2020-21 RECOMMENDED BUDGETS
Sources (credits) are shown as negatives

Sum of FY21 Request Total	EXPENDITURES	TRANSFERS OUT	REVENUE	TRANSFERS IN	FUND BALANCE INCREASE	FUND BALANCE USE/APPROPRIATION	Grand Total
#51-54,56 UTILITY FUNDS							
51 WATER FUND	3,538,390		(2,732,200)				806,190
52 SEWER FUND	2,113,175		(2,170,000)				(56,825)
53 GARBAGE FUND	1,619,597		(1,595,000)				24,597
54 STORM WATER FUND	3,181,595		(1,270,000)				1,911,595
56 TRANSPORTATION UTILITY FUND	680,000		(685,000)				(5,000)
#51-54,56 UTILITY FUNDS Total	**11,132,757**		**(8,452,200)**				**2,680,557**
#56 AMBULANCE FUND							
55 AMBULANCE SERVICE	343,312		(492,000)				(148,688)
#56 AMBULANCE FUND Total	**343,312**		**(492,000)**				**(148,688)**
#60,67 RECREATION FUNDS							
60 RECREATION FUND	1,754,163		(917,760)	(558,373)			278,030
67 SPECIAL EVENTS FUND	75,700		(63,600)				12,100
#60,67 RECREATION FUNDS Total	**1,829,863**		**(981,360)**	**(558,373)**			**290,130**
Grand Total	**37,164,156**	**926,373**	**(26,098,212)**	**(926,373)**	**683,500**	**(8,927,445)**	**2,821,999**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
#10, 11 GENERAL FUND				
10 GENERAL FUND				
EXPENDITURES				
Payroll	7,002,518	7,148,218	145,700	2.1%
Supplies & Services	2,364,360	2,259,656	(104,704)	-4.4%
Capital Outlay	449,800	122,000	(327,800)	-72.9%
EXPENDITURES Total	9,816,678	9,529,874	(286,804)	-2.9%
TRANSFERS OUT	1,600,838	820,373	(780,465)	-48.8%
REVENUE				
Charges for Services	(276,400)	(238,135)	38,265	-13.8%
Cost Sharing, Contributions	(230,000)	(241,150)	(11,150)	4.8%
Donations, Fund Raising	(2,000)	-	2,000	-100.0%
Fines & Forfeitures	(2,000)	(5,000)	(3,000)	150.0%
Grants	(97,000)	(38,000)	59,000	-60.8%
Interest & Investment Earnings	(45,500)	(51,500)	(6,000)	13.2%
Misc Revenue	(19,000)	(14,000)	5,000	-26.3%
Sales of assets	(10,000)	-	10,000	-100.0%
Taxes	(9,140,000)	(9,002,000)	138,000	-1.5%
GAAP	-	-	-	#DIV/0!
Licenses, Permits, Fees	(599,500)	(609,700)	(10,200)	1.7%
REVENUE Total	(10,421,400)	(10,199,485)	221,915	-2.1%
TRANSFERS IN	(3,000)	-	3,000	-100.0%
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	(993,116)	(150,762)	842,354	-84.8%
FUND BALANCE USE/APPROPRIATION Total	(993,116)	(150,762)	842,354	-84.8%
10 GENERAL FUND Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
11 CLASS C ROADS / LOCAL HWY				
EXPENDITURES				
Supplies & Services	116,000	169,000	53,000	45.7%
Capital Outlay	1,174,000	946,000	(228,000)	-19.4%
EXPENDITURES Total	1,290,000	1,115,000	(175,000)	-13.6%
TRANSFERS OUT	-	16,000	16,000	#DIV/0!
REVENUE				
Charges for Services	-	-	-	#DIV/0!
Cost Sharing, Contributions	(890,000)	(766,000)	124,000	-13.9%
Financing Proceeds	-	-	-	#DIV/0!
Interest & Investment Earnings	(2,000)	(5,000)	(3,000)	150.0%
Taxes	(400,000)	(360,000)	40,000	-10.0%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(1,292,000)	(1,131,000)	161,000	-12.5%
FUND BALANCE INCREASE	2,000	-	(2,000)	-100.0%
11 CLASS C ROADS / LOCAL HWY Total	-	-	-	**#DIV/0!**
#10, 11 GENERAL FUND Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
#20, 22 SPECIAL REVENUE - RDAs				
20 FARMINGTON RDA FUND				
EXPENDITURES				
Payroll	5,600	5,600	-	0.0%
Supplies & Services	10,100	11,000	900	8.9%
Capital Outlay	10,000	-	(10,000)	-100.0%
Debt service, lease payments	185,000	183,850	(1,150)	-0.6%
EXPENDITURES Total	210,700	200,450	(10,250)	-4.9%
TRANSFERS OUT	-	-	-	#DIV/0!
REVENUE				
Interest & Investment Earnings	(4,500)	(6,000)	(1,500)	33.3%
Taxes	(180,000)	(180,000)	-	0.0%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(184,500)	(186,000)	(1,500)	0.8%
FUND BALANCE INCREASE	-	-	-	#DIV/0!
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	(26,200)	(14,450)	11,750	-44.8%
FUND BALANCE USE/APPROPRIATION Total	(26,200)	(14,450)	11,750	-44.8%
20 FARMINGTON RDA FUND Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
22 FARMINGTON STATION PARK RDA				
EXPENDITURES				
Supplies & Services	2,850,000	5,000	(2,845,000)	-99.8%
EXPENDITURES Total	2,850,000	5,000	(2,845,000)	-99.8%
TRANSFERS OUT	-	-	-	#DIV/0!
REVENUE				
Interest & Investment Earnings	(75,000)	(105,000)	(30,000)	40.0%
Taxes	(4,100,000)	(550,000)	3,550,000	-86.6%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(4,175,000)	(655,000)	3,520,000	-84.3%
FUND BALANCE INCREASE	1,325,000	650,000	(675,000)	-50.9%
22 FARMINGTON STATION PARK RDA Total	-	-	-	**#DIV/0!**
#20, 22 SPECIAL REVENUE - RDAs Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
#30-35 DEBT SERVICE FUNDS				
30 RAP TAX BOND				
EXPENDITURES				
Supplies & Services	2,000	2,000	-	0.0%
Debt service, lease payments	392,000	391,000	(1,000)	-0.3%
EXPENDITURES Total	394,000	393,000	(1,000)	-0.3%
TRANSFERS OUT	50,000	90,000	40,000	80.0%
REVENUE				
Interest & Investment Earnings	(2,000)	(3,000)	(1,000)	50.0%
Taxes	(470,000)	(480,000)	(10,000)	2.1%
REVENUE Total	(472,000)	(483,000)	(11,000)	2.3%
FUND BALANCE INCREASE	28,000	-	(28,000)	-100.0%
30 RAP TAX BOND Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
31 POLICE SALES TAX BOND 2009				
EXPENDITURES				
Supplies & Services	2,000	2,000	-	0.0%
Debt service, lease payments	73,000	69,000	(4,000)	-5.5%
EXPENDITURES Total	75,000	71,000	(4,000)	-5.3%
REVENUE				
Interest & Investment Earnings	(4,500)	(5,000)	(500)	11.1%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(4,500)	(5,000)	(500)	11.1%
TRANSFERS IN	(50,000)	-	50,000	-100.0%
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	(20,500)	(66,000)	(45,500)	222.0%
FUND BALANCE USE/APPROPRIATION Total	(20,500)	(66,000)	(45,500)	222.0%
31 POLICE SALES TAX BOND 2009 Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
34 2007, 2009 BLDGS G.O. BOND				
EXPENDITURES				
Supplies & Services	3,000	3,000	-	0.0%
Debt service, lease payments	427,000	255,000	(172,000)	-40.3%
EXPENDITURES Total	430,000	258,000	(172,000)	-40.0%
REVENUE				
Interest & Investment Earnings	(2,000)	-	2,000	-100.0%
Taxes	(428,000)	(258,000)	170,000	-39.7%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(430,000)	(258,000)	172,000	-40.0%
FUND BALANCE INCREASE	-	-	-	#DIV/0!
34 2007, 2009 BLDGS G.O. BOND Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
35 2015 G.O. PARK BOND				
EXPENDITURES				
Supplies & Services	1,500	3,000	1,500	100.0%
Debt service, lease payments	411,000	410,000	(1,000)	-0.2%
EXPENDITURES Total	412,500	413,000	500	0.1%
REVENUE				
Interest & Investment Earnings	(1,500)	(2,000)	(500)	33.3%
Taxes	(411,000)	(411,000)	-	0.0%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(412,500)	(413,000)	(500)	0.1%
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	-	-	-	#DIV/0!
FUND BALANCE USE/APPROPRIATION Total	-	-	-	#DIV/0!
35 2015 G.O. PARK BOND Total	-	-	-	**#DIV/0!**
#30-35 DEBT SERVICE FUNDS Total	-	-	-	**#DIV/0!**

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(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
#37-43 CAPITAL AND PROJECTS FUNDS				
37 GOVT BUILDINGS IMPROV/OTHER				
EXPENDITURES				
Supplies & Services	2,000	22,000	20,000	1000.0%
Capital Outlay	30,000	-	(30,000)	-100.0%
EXPENDITURES Total	32,000	22,000	(10,000)	-31.3%
TRANSFERS OUT	50,000	-	(50,000)	-100.0%
REVENUE				
Charges for Services	(9,000)	(10,000)	(1,000)	11.1%
Devel/Impact Fees	(30,000)	(30,000)	-	0.0%
Donations, Fund Raising	-	-	-	#DIV/0!
Interest & Investment Earnings	(3,000)	(4,000)	(1,000)	33.3%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(42,000)	(44,000)	(2,000)	4.8%
TRANSFERS IN	(30,000)	-	30,000	-100.0%
FUND BALANCE INCREASE	-	22,000	22,000	#DIV/0!
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	(10,000)	-	10,000	-100.0%
FUND BALANCE USE/APPROPRIATION Total	(10,000)	-	10,000	-100.0%
37 GOVT BUILDINGS IMPROV/OTHER Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
38 CAPITAL STREET IMPROVEMENTS				
EXPENDITURES				
Supplies & Services	187,100	140,000	(47,100)	-25.2%
Capital Outlay	238,000	200,000	(38,000)	-16.0%
Debt service, lease payments	64,000	64,000	-	0.0%
Improvement Projects	1,800,000	8,254,000	6,454,000	358.6%
Land / R.O.W Acquisition	-	875,000	875,000	#DIV/0!
EXPENDITURES Total	2,289,100	9,533,000	7,243,900	316.5%
REVENUE				
Cost Sharing, Contributions	(300,000)	(1,934,667)	(1,634,667)	544.9%
Devel/Impact Fees	(334,000)	(334,000)	-	0.0%
Interest & Investment Earnings	(50,000)	(100,000)	(50,000)	100.0%
Sale of Assets	-	(50,000)	(50,000)	#DIV/0!
REVENUE Total	(684,000)	(2,418,667)	(1,734,667)	253.6%
TRANSFERS IN	(160,600)	-	160,600	-100.0%
FUND BALANCE INCREASE	-	-	-	#DIV/0!
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	(1,444,500)	(7,114,333)	(5,669,833)	392.5%
FUND BALANCE USE/APPROPRIATION Total	(1,444,500)	(7,114,333)	(5,669,833)	392.5%
38 CAPITAL STREET IMPROVEMENTS Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
39 CAPITAL EQUIPMENT FUND				
EXPENDITURES				
Capital Outlay	245,300	16,000	(229,300)	-93.5%
Debt service, lease payments	266,000	304,000	38,000	14.3%
EXPENDITURES Total	511,300	320,000	(191,300)	-37.4%
REVENUE				
Financing Proceeds	-	-	-	#DIV/0!
Interest & Investment Earnings	(2,000)	(2,000)	-	0.0%
Sales of assets	-	-	-	#DIV/0!
GAAP	-	-	-	#DIV/0!
REVENUE Total	(2,000)	(2,000)	-	0.0%
TRANSFERS IN	(510,000)	(278,000)	232,000	-45.5%
FUND BALANCE INCREASE	700	-	(700)	-100.0%
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	-	(40,000)	(40,000)	#DIV/0!
FUND BALANCE USE/APPROPRIATION Total	-	(40,000)	(40,000)	#DIV/0!
39 CAPITAL EQUIPMENT FUND Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

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(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
40 REAL ESTATE PROP. ASSET FUND				
EXPENDITURES				
Improvement Projects	-	1,570,000	1,570,000	#DIV/0!
EXPENDITURES Total	-	1,570,000	1,570,000	#DIV/0!
REVENUE				
Cost Sharing, Contributions	-	-	-	#DIV/0!
Interest & Investment Earnings	(2,000)	(2,000)	-	0.0%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(2,000)	(2,000)	-	0.0%
FUND BALANCE INCREASE	2,000	-	(2,000)	-100.0%
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	-	(1,568,000)	(1,568,000)	#DIV/0!
FUND BALANCE USE/APPROPRIATION Total	-	(1,568,000)	(1,568,000)	#DIV/0!
40 REAL ESTATE PROP. ASSET FUND Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
42 PARK IMPROVEMENT FUND				
EXPENDITURES				
Financing Proceeds	-	-	-	#DIV/0!
Supplies & Services	15,000	-	(15,000)	-100.0%
Capital Outlay	20,000	-	(20,000)	-100.0%
Debt service, lease payments	370,500	370,500	-	0.0%
Improvement Projects	300,000	-	(300,000)	-100.0%
EXPENDITURES Total	705,500	370,500	(335,000)	-47.5%
REVENUE				
Charges for Services	(10,000)	(12,000)	(2,000)	20.0%
Cost Sharing, Contributions	-	-	-	#DIV/0!
Devel/Impact Fees	(300,000)	(300,000)	-	0.0%
Donations, Fund Raising	-	-	-	#DIV/0!
Financing Proceeds	-	-	-	#DIV/0!
Interest & Investment Earnings	(1,000)	(10,000)	(9,000)	900.0%
Misc Revenue	-	-	-	#DIV/0!
GAAP	-	-	-	#DIV/0!
REVENUE Total	(311,000)	(322,000)	(11,000)	3.5%
TRANSFERS IN	(101,000)	(90,000)	11,000	-10.9%
FUND BALANCE INCREASE	-	-	-	#DIV/0!
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	(293,500)	41,500	335,000	-114.1%
FUND BALANCE USE/APPROPRIATION Total	(293,500)	41,500	335,000	-114.1%
42 PARK IMPROVEMENT FUND Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

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(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
43 CAPITAL FIRE FUND				
EXPENDITURES				
Debt service, lease payments	57,400	57,400	-	0.0%
EXPENDITURES Total	57,400	57,400	-	0.0%
REVENUE				
Devel/Impact Fees	(24,000)	(32,000)	(8,000)	33.3%
Interest & Investment Earnings	(15,000)	(10,000)	5,000	-33.3%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(39,000)	(42,000)	(3,000)	7.7%
TRANSFERS IN	-	-	-	#DIV/0!
FUND BALANCE INCREASE	-	-	-	#DIV/0!
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	(18,400)	(15,400)	3,000	-16.3%
FUND BALANCE USE/APPROPRIATION Total	(18,400)	(15,400)	3,000	-16.3%
43 CAPITAL FIRE FUND Total	-	-	-	**#DIV/0!**
#37-43 CAPITAL AND PROJECTS FUNDS Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
#48 PERMANENT FUND				
48 CEMETERY PERPETUAL FUND				
TRANSFERS OUT	3,000	-	(3,000)	-100.0%
REVENUE				
Charges for Services	(10,000)	(7,500)	2,500	-25.0%
Interest & Investment Earnings	-	(4,000)	(4,000)	#DIV/0!
GAAP	(3,000)	-	3,000	-100.0%
REVENUE Total	(13,000)	(11,500)	1,500	-11.5%
FUND BALANCE INCREASE	10,000	11,500	1,500	15.0%
48 CEMETERY PERPETUAL FUND Total	-	-	-	**#DIV/0!**
#48 PERMANENT FUND Total	-	-	-	**#DIV/0!**

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(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
#51-54,56 UTILITY FUNDS				
51 WATER FUND				
EXPENDITURES				
Payroll	894,219	920,159	25,940	2.9%
Supplies & Services	917,100	938,100	21,000	2.3%
Capital Outlay	104,500	1,090,311	985,811	943.4%
Debt service, lease payments	-	79,250	79,250	#DIV/0!
Improvement Projects	1,811,000	510,570	(1,300,430)	-71.8%
GAAP	600,000	-	(600,000)	-100.0%
EXPENDITURES Total	4,326,819	3,538,390	(788,429)	-18.2%
REVENUE				
Charges for Services	(2,149,000)	(2,255,200)	(106,200)	4.9%
Devel/Impact Fees	(90,000)	(200,000)	(110,000)	122.2%
Financing Proceeds	-	(250,000)	(250,000)	#DIV/0!
Interest & Investment Earnings	(22,000)	(22,000)	-	0.0%
Misc Revenue	(5,000)	(5,000)	-	0.0%
Sales of assets	-	-	-	#DIV/0!
GAAP	-	-	-	#DIV/0!
REVENUE Total	(2,266,000)	(2,732,200)	(466,200)	20.6%
51 WATER FUND Total	**2,060,819**	**806,190**	**(1,254,629)**	**-60.9%**

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(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
52 SEWER FUND				
EXPENDITURES				
Payroll	84,775	85,675	900	1.1%
Supplies & Services	1,991,500	2,027,500	36,000	1.8%
GAAP	5,000	-	(5,000)	-100.0%
EXPENDITURES Total	2,081,275	2,113,175	31,900	1.5%
REVENUE				
Charges for Services	(2,084,000)	(2,160,000)	(76,000)	3.6%
Interest & Investment Earnings	(10,000)	(10,000)	-	0.0%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(2,094,000)	(2,170,000)	(76,000)	3.6%
52 SEWER FUND Total	**(12,725)**	**(56,825)**	**(44,100)**	**346.6%**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED**

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(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
53 GARBAGE FUND				
EXPENDITURES				
Payroll	135,797	137,097	1,300	1.0%
Supplies & Services	1,384,000	1,405,000	21,000	1.5%
Capital Outlay	51,000	77,500	26,500	52.0%
GAAP	60,000	-	(60,000)	-100.0%
EXPENDITURES Total	1,630,797	1,619,597	(11,200)	-0.7%
REVENUE				
Charges for Services	(1,560,000)	(1,585,000)	(25,000)	1.6%
Interest & Investment Earnings	(10,000)	(10,000)	-	0.0%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(1,570,000)	(1,595,000)	(25,000)	1.6%
53 GARBAGE FUND Total	**60,797**	**24,597**	**(36,200)**	**-59.5%**

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(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
54 STORM WATER FUND				
EXPENDITURES				
Payroll	337,930	341,630	3,700	1.1%
Supplies & Services	399,000	432,444	33,444	8.4%
Capital Outlay	1,570,000	2,300,000	730,000	46.5%
Debt service, lease payments	81,300	107,521	26,221	32.3%
GAAP	335,000	-	(335,000)	-100.0%
EXPENDITURES Total	2,723,230	3,181,595	458,365	16.8%
REVENUE				
Charges for Services	(840,000)	(850,000)	(10,000)	1.2%
Cost Sharing, Contributions	-	-	-	#DIV/0!
Devel/Impact Fees	(19,000)	(100,000)	(81,000)	426.3%
Financing Proceeds	-	(250,000)	(250,000)	#DIV/0!
Fines & Forfeitures	-	-	-	#DIV/0!
Interest & Investment Earnings	(62,000)	(65,000)	(3,000)	4.8%
Misc Revenue	-	-	-	#DIV/0!
Sales of assets	-	-	-	#DIV/0!
GAAP	-	-	-	#DIV/0!
Licenses, Permits, Fees	(5,000)	(5,000)	-	0.0%
REVENUE Total	(926,000)	(1,270,000)	(344,000)	37.1%
54 STORM WATER FUND Total	**1,797,230**	**1,911,595**	**114,365**	**6.4%**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

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(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
56 TRANSPORTATION UTILITY FUND				
EXPENDITURES				
Supplies & Services	-	-	-	#DIV/0!
Capital Outlay	640,000	680,000	40,000	6.3%
GAAP	-	-	-	#DIV/0!
EXPENDITURES Total	640,000	680,000	40,000	6.3%
REVENUE				
Devel/Impact Fees	-	-	-	#DIV/0!
Interest & Investment Earnings	(2,000)	(5,000)	(3,000)	150.0%
GAAP	-	-	-	#DIV/0!
Licenses, Permits, Fees	(640,000)	(680,000)	(40,000)	6.3%
REVENUE Total	(642,000)	(685,000)	(43,000)	6.7%
56 TRANSPORTATION UTILITY FUND Total	**(2,000)**	**(5,000)**	**(3,000)**	**150.0%**
#51-54,56 UTILITY FUNDS Total	**3,904,121**	**2,680,557**	**(1,223,564)**	**-31.3%**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

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	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
#56 AMBULANCE FUND				
55 AMBULANCE SERVICE				
EXPENDITURES				
Payroll	176,906	178,300	1,394	0.8%
Supplies & Services	124,500	125,012	512	0.4%
Capital Outlay	41,830	40,000	(1,830)	-4.4%
GAAP	210,000	-	(210,000)	-100.0%
EXPENDITURES Total	553,236	343,312	(209,924)	-37.9%
REVENUE				
Charges for Services	(482,000)	(482,000)	-	0.0%
Grants	-	-	-	#DIV/0!
Interest & Investment Earnings	(10,000)	(10,000)	-	0.0%
Misc Revenue	-	-	-	#DIV/0!
GAAP	-	-	-	#DIV/0!
REVENUE Total	(492,000)	(492,000)	-	0.0%
55 AMBULANCE SERVICE Total	**61,236**	**(148,688)**	**(209,924)**	**-342.8%**
#56 AMBULANCE FUND Total	**61,236**	**(148,688)**	**(209,924)**	**-342.8%**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
#60,67 RECREATION FUNDS				
60 RECREATION FUND				
EXPENDITURES				
Payroll	958,238	1,000,738	42,500	4.4%
Supplies & Services	727,473	728,425	952	0.1%
Capital Outlay	13,000	13,000	-	0.0%
GAAP	12,000	12,000	-	0.0%
EXPENDITURES Total	1,710,711	1,754,163	43,452	2.5%
REVENUE				
Charges for Services	(888,990)	(907,610)	(18,620)	2.1%
Cost Sharing, Contributions	-	(150)	(150)	#DIV/0!
Donations, Fund Raising	(4,700)	(4,000)	700	-14.9%
Interest & Investment Earnings	(6,000)	(6,000)	-	0.0%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(899,690)	(917,760)	(18,070)	2.0%
TRANSFERS IN	(856,638)	(558,373)	298,265	-34.8%
60 RECREATION FUND Total	**(45,617)**	**278,030**	**323,647**	**-709.5%**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

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(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
67 SPECIAL EVENTS FUND				
EXPENDITURES				
Supplies & Services	87,600	75,700	(11,900)	-13.6%
EXPENDITURES Total	87,600	75,700	(11,900)	-13.6%
REVENUE				
Charges for Services	(50,250)	(37,400)	12,850	-25.6%
Donations, Fund Raising	(20,500)	(26,200)	(5,700)	27.8%
Interest & Investment Earnings	(1,000)	-	1,000	-100.0%
GAAP	-	-	-	#DIV/0!
REVENUE Total	(71,750)	(63,600)	8,150	-11.4%
67 SPECIAL EVENTS FUND Total	**15,850**	**12,100**	**(3,750)**	**-23.7%**
#60,67 RECREATION FUNDS Total	**(29,767)**	**290,130**	**319,897**	**-1074.7%**

DEPARTMENT EXPENDITURE BUDGETS IN GENERAL FUND **Option:** **TRIMMED**

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

Entity in CAFR #10, 11 GENERAL FUND

Row Labels	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
10 GENERAL FUND				
EXPENDITURES				
GENERAL FUND - ADMINISTRATIVE DEPARTMENT	882,811	865,111	(17,700)	-2.0%
GENERAL FUND - BUILDINGS DEPARTMENT	497,960	479,660	(18,300)	-3.7%
GENERAL FUND - ECONOMIC DEVELOPMENT DEPT.	348,158	281,358	(66,800)	-19.2%
GENERAL FUND - EMERGENCY PREPAREDNESS DEPT.	1,500	-	(1,500)	-100.0%
GENERAL FUND - ENGINEERING DEPARTMENT	180,661	183,461	2,800	1.5%
GENERAL FUND - FIRE DEPARTMENT	1,312,083	1,320,295	8,212	0.6%
GENERAL FUND - GENERAL RECREATION DEPARTMENT	-	-	-	#DIV/0!
GENERAL FUND - INSPECTION DEPARTMENT	474,942	478,542	3,600	0.8%
GENERAL FUND - LEGISLATIVE DEPARTMENT	146,000	122,200	(23,800)	-16.3%
GENERAL FUND - LIQUOR LAW DUI POLICE PATROL	12,000	41,100	29,100	242.5%
GENERAL FUND - MISCELLANEOUS	166,000	126,000	(40,000)	-24.1%
GENERAL FUND - PARKS & CEMETERY DEPARTMENT	1,397,324	1,066,924	(330,400)	-23.6%
GENERAL FUND - PLANNING & ZONING DEPARTMENT	651,999	659,399	7,400	1.1%
GENERAL FUND - POLICE DEPARTMENT	3,012,247	3,167,731	155,484	5.2%
GENERAL FUND - STREETS DEPARTMENT	732,993	738,093	5,100	0.7%
EXPENDITURES Total	**9,816,678**	**9,529,874**	**(286,804)**	**-2.9%**
TRANSFERS OUT	**1,600,838**	**820,373**	**(780,465)**	**-48.8%**
10 GENERAL FUND Total	11,417,516	10,350,247	(1,067,269)	-9.3%

DEPARTMENT EXPENDITURE BUDGETS IN GENERAL FUND

Option: TRIMMED

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

Entity in CAFR #10, 11 GENERAL FUND

Row Labels	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
11 CLASS C ROADS / LOCAL HWY				
EXPENDITURES				
CLASS C ROADS / LOCAL HWY - MAINTENANCE OF STREETS	290,000	367,000	77,000	26.6%
CLASS C ROADS / LOCAL HWY - STREET OVERLAYS / PROJECTS	1,000,000	748,000	(252,000)	-25.2%
EXPENDITURES Total	**1,290,000**	**1,115,000**	**(175,000)**	**-13.6%**
TRANSFERS OUT	-	**16,000**	**16,000**	**#DIV/0!**
FUND BALANCE INCREASE	**2,000**	-	**(2,000)**	**-100.0%**
11 CLASS C ROADS / LOCAL HWY Total	**1,292,000**	**1,131,000**	**(161,000)**	**-12.5%**
Grand Total	**12,709,516**	**11,481,247**	**(1,228,269)**	**-9.7%**

KEY CHANGES - GENERAL FUND REVENUES **Option:** **TRIMMED**

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

Note: Sales tax projections for FY21 includes $5,115,000 base plus $25,000 from new State of Utah liquor store.

Entity in CAFR #10, 11 GENERAL FUND

Account Type Revenue

	Budget FY20 Revenue	Budget FY21 Revenue	Change in Revenue Budget
10 GENERAL FUND			
One-time			
Fund balance use	993,116	150,762	(842,354)
Pandemic-caused reductions in revenue	5,420,000	5,225,000	(195,000)
Interfund transfers	3,000	-	(3,000)
One-time Total	**6,416,116**	**5,375,762**	**(1,040,354)**
Ongoing			
Building lease revenue - City Hall discontinued	54,000	-	(54,000)
Misc account(s) with no budget change	842,000	792,000	(50,000)
Liquor law allotment reduction	47,000	25,000	(22,000)
Various accounts with budget changes	194,400	188,985	(5,415)
New revenue source - Service fee on credit cards	-	12,000	12,000
Development Engineering Drawing fees	2,000	15,000	13,000
Revenue (changes based on recent trends)	3,862,000	3,941,500	79,500
Ongoing Total	**5,001,400**	**4,974,485**	**(26,915)**
10 GENERAL FUND Total	**11,417,516**	**10,350,247**	**(1,067,269)**

KEY CHANGES - GENERAL FUND REVENUES **Option:** **TRIMMED**

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

Note: Sales tax projections for FY21 includes $5,115,000 base plus $25,000 from new State of Utah liquor store.

Entity in CAFR #10, 11 GENERAL FUND

Account Type Revenue

	Budget FY20 Revenue	Budget FY21 Revenue	Change in Revenue Budget
11 CLASS C ROADS / LOCAL HWY			
One-time			
Pandemic-caused reductions in revenue	1,290,000	1,126,000	(164,000)
Misc account(s) with no budget change	-	-	-
Various accounts with budget changes	2,000	5,000	3,000
One-time Total	**1,292,000**	**1,131,000**	**(161,000)**
11 CLASS C ROADS / LOCAL HWY Total	**1,292,000**	**1,131,000**	**(161,000)**
Grand Total	**12,709,516**	**11,481,247**	**(1,228,269)**

KEY CHANGES - GENERAL FUND EXPENDITURES **Option:** **TRIMMED**

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

Entity in CAFR #10, 11 GENERAL FUND

Account Type Expenditure

	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change
One-time			
Grant-funded items	5,000	40,000	35,000
Trail and street crossings	174,000	198,000	24,000
Equipment, software, etc.	13,000	33,900	20,900
Misc account(s) with no budget change	1,000	1,000	-
Contribution to fund balance	2,000	-	(2,000)
Fire station network server FY20 budget removed	8,200	-	(8,200)
Festival Days Summer 2020 cancellation budget impact	10,000	-	(10,000)
Council Chambers sound system FY20 budget removed	29,000	5,000	(24,000)
Municipal Elections FY20 budget removed	38,000	-	(38,000)
Reduction (removal) of business park marketing	75,000	-	(75,000)
Pandemic-caused reductions - Class C-funded work	1,115,000	916,000	(199,000)
Interfund transfers	1,600,838	820,373	(780,465)
One-time Total	**3,071,038**	**2,014,273**	**(1,056,765)**
Ongoing			
Employee benefits (rate changes-health and/or URS)	2,232,327	2,383,027	150,700
Capital outlay item (Police Dept - Spillman)	-	22,500	22,500
Service(s) with contract-related budget change(s)	186,060	208,344	22,284
Service level increase - new baseball fourplex	150,000	170,000	20,000
Allocation of admin costs to depts	(656,000)	(646,000)	10,000
Various accounts with budget changes	296,800	299,812	3,012
Reallocations of budgets within fund	121,000	121,000	-
Business Insurance (other than health)	150,000	140,000	(10,000)
Decrease in economic develpmt incentive annual pmt	130,000	100,000	(30,000)
Misc account(s) with no budget change	7,028,291	6,668,291	(360,000)
Ongoing Total	**9,638,478**	**9,466,974**	**(171,504)**
Grand Total	**12,709,516**	**11,481,247**	**(1,228,269)**

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 FOR JUNE 9, 2020

To: Mayor and City Council
From: Greg Davis
Date: June 4, 2020
Subject: FY 2020 BUDGET AMENDMENT #2

RECOMMENDATIONS

1. Hold public hearing on June 9, 2020
2. Review the recommended budget for FY2021 and consider for adoption on June 23, 2020

BACKGROUND

Included herein is a proposed amended budget for FY 2020. See attached narratives and schedules.

This budget amendment contains amendments to the General Fund and five other funds.

Respectfully submitted

Greg Davis
Finance Director

Review and concur,

Shane Pace
City Manager

BUDGET AMENDMENT #2 OF FY 2020
NARRATIVE

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Fire Department – Budget for unplanned safety and security items - $15,000 expenditure increase 1

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Developer reimbursement reductions – budget neutral to Fund #22 2

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Property purchase budget previously established in the General Fund – expenditure and revenue budget increase of $310,000 5

General Fund

Fire Department – Budget for unplanned safety and security items - $15,000 expenditure increase

During the course of FY2020 the Fire Department made necessary payments for some items that weren't originally planned in the budget - update to the 'four-gas monitors, a key security system that had become required by law, and PPE for several new hires. The total of these items came to $15,000. This request is to increase the equipment and supplies account, covering the cost with the General Fund's fund balance.

Building Maintenance - Unexpected building major repairs/replacements - $26,000 expenditure budget increase

In recent years the group of accounts that handles routine maintenance for government buildings has consistently cost more than what was originally budgeted for FY2020. The city has attempted to get as much life as possible out of equipment even if beyond the recommended useful life / replacement point. Unfortunately during this year we experienced several significant, unexpected equipment repairs and replacements. Examples are the HVAC units. Another item that required attention – a safety measure – was the installation of a fire safety system in the Public Works buildings. This budget amendment requests an increase of $25,506 in order to cover the cost of these unbudgeted items as well as the routine, much-need preventative maintenance for the fiscal year.

Parks Maintenance – Property purchase budget previously established in the General Fund – budget neutral

Budget amendment #1 of FY2020 placed the funding for the purchase of property at 87 S 100 West in the General Fund (in the Parks Maintenance budget). Since that time it was decided to more properly record the purchase of the property in the Parks Improvement Fund. Therefore this budget amendment merely changes that funding from a Property Purchase line in the General Fund to a Transfer Out line. This way the funds are transferred to a capital improvement fund where the purchase can be recorded. This has no impact on the expenditures in total nor the fund balance of the General Fund. See the amendment to Fund 42.

RDA Station Park Fund (Fund #22)

Developer reimbursement reductions – budget neutral to Fund #22

The last payment to the Station Park developer will be made before the end of this fiscal year pursuant to the initial agreement as reduced by two items for which the developer agreed to compensate the city. The $2,700,000 will be reduced by the amount that the developer agreed to donate ($250,000) to the city's regional municipal ball park, now named after Station Park.

The other reduction of $963,667 is for the road construction to the north, addressing the road improvements outlined in the 2007 ADL. This amount will be transferred to the city's Streets Capital Improvement Fund, which fund will be handling this particular road construction. If the road is constructed for less cost than expected, the remaining will be paid to the developer. The net amount to be paid to the developer is $1,486,333. This budget amendment moves $963,667 out of the Developer

Reimbursement line item into the Transfer To Other Funds line item. Since the transfer will be made to the Streets CIP Fund, that fund will need to establish a Transfer In budget of that amount.

Debt Service Fund for 2015 GO Bonds (Fund #35)

Professional Services for Arbitrage calculations and reporting - $2,000 expenditure increase

These services, legally required in this fifth year, hadn't been planned for in the original FY 2020 budget. The calculations and determination of any reporting requirements will be performed by a professional firm during June 2020. The city doesn't anticipate that the study will require any future payment from the city from earned interest on escrowed construction funds. This budget requests an increase of $2,000 to a professional and technical services line item, to be covered by the fund's existing fund balance.

Capital Improvement Fund for Buildings (Fund #37)

City Hall exterior improvement project (entryway and area south) – $30,000 expenditure increase

A project for the entryway and areas south of City Hall was begun in FY2019. That budget was originally set at $65,000. The full project was not completed during FY2019 and did not use all of the project budget in that year. For FY2020 a budget of $30,000 was established. During the fiscal year, however, some additional project components were added to make sure the project was complete and acceptable, causing it to exceed the portion of the project that was budgeted in FY2020. The City decided to include the following:

- new light pedestals
- electric car charging station
- concrete demo hauling
- concrete cut of an 8' tall retaining wall
- new vinyl fence (old one could not be reused due to too much damage from existing winds)
- engineering for surveying
- extra gravel and sand for the parking lot changes after engineered design

In order to save budget, all excavation, site prep work and hauling was done by Public Works.

Total actual recorded in FY2020 is $60,123. There was $33,000 unspent in this line item in FY19. The fund had a total of $36,000 drop to fund balance in FY2019. This budget amendment requests that the FY20 budget for this project be increased by $30,000, with the funding source being the fund balance of the Capital Improvement Fund.

Streets Capital Improvement Fund (#38)

Developer reimbursement for road construction – $963,667 Revenue (Transfer In) increase

See narrative for Station Park RDA (Fund #22). This amendment will establish a Transfer In budget in the Streets Capital Improvement Fund of $963,667.

UDOT funding of Shepard Lane interchange to West Davis Corridor - $6,000,000 revenue increase

UDOT transferred funds to the city in December 2019 for the eventual construction of the Shepard Lane interchange, in coordination with Kaysville City. (State of Utah General Session 2019 Senate Bill 268 line 93, 94 "(xx) $6,000,000 for right-of-way acquisition, design, engineering, and construction related to Shepard Lane in Davis County")

These funds will be used in coming months. Fund 38's FY 2021 budget will establish the use of this and various other sources to begin construction of roads in the business park and the aforementioned interchange.

Parks Capital Improvement Fund (#42)

Light pole replacement – $40,000 expenditure increase, $30,000 revenue increase

On 5 February 2020 Parks crews discovered that one of the city's field light poles at Shepard Park had fallen over due to some fairly strong wind gusts as a storm was rolling in. Third-party engineers conducted a stress test and concluded that the light pole shouldn't be reused. The city's property insurance will cover the cost less the deductible of $10,000. This budget amendment establishes the full $40,000 cost of the replacement with a funding source of $30,000 insurance proceeds. The contractor has informed the city that half the cost is required up front. The timing of this project may require a re-opening of at least part of this project during FY2021.

Regional Park construction – Project costs increase of $163,000 and revenue increase of $423,000

This project will have spanned multiple fiscal years. Bonds of $1,125,000 were issued in the spring of 2019 to accomplish the final details and to purchase the additional facility maintenance equipment. The funds were placed in a construction escrow and draws are done to reimburse the city during the project. These draws have been recorded as revenue. No revenue budget was included in the original FY2020 budget. An expenditure budget for FY2020 was set at $260,000 as a best estimate of what would occur this fiscal year. Costs incurred during FY2020 have totaled $423,000. This budget request will increase the expenditure and revenue budgets to $423,000 to reflect the amount expended and drawn from

escrow. The Administration will move this project along to completion and will request a project budget amendment early in FY2021 to reflect the expenditures and revenue/draws from escrow.

Property purchase budget previously established in the General Fund – expenditure and revenue budget increase of $310,000

The city has purchased property at 87 S 100 West for the purpose of expanding Forbush Park. Refere to budget amendment #1 of FY2020. That budget amendment placed the funding for the purchase of the property in the General Fund - in the Parks Maintenance budget. Since that time it was decided to more properly record the purchase of the property in the Parks Improvement Fund. Therefore this budget amendment changes that funding from a Property Purchase line in the General Fund to a Transfer Out line to the Parks . This way the funds are transferred to a capital improvement fund where the purchase can be recorded. This has no impact on the expenditures in total nor the fund balance of the General Fund. This budget will establish both a revenue (Transfer In from the General Fund) and the expenditure budget for the property purchase. (See the corresponding amendment to the General Fund Parks Maintenance budget.)

FARMINGTON CITY CORPORATION
Fiscal Year Ending June 30, 2020

GENERAL FUND (Funds #10, 11)	Adopted Budget	Amendment #1	Amended Budget	Amendment #2	Final Budget
Revenues:					
Property Tax	2,040,000		2,040,000		2,040,000
Registered Vehicle Fees	210,000		210,000		210,000
Sales Tax	5,300,000		5,300,000		5,300,000
Franchise Tax/Fee	1,520,000		1,520,000		1,520,000
Transient Room Tax	70,000		70,000		70,000
License /permits	536,500		536,500		536,500
Federal /State Grants	47,000	50,000	97,000		97,000
Public Safety	138,400		138,400		138,400
Development Fees	65,000		65,000		65,000
Cemetery Fees	38,000		38,000		38,000
Shared Court Revenue	180,000		180,000		180,000
Interest	45,500		45,500		45,500
Miscellaneous	184,000		184,000		184,000
Subtotal	10,374,400	50,000	10,424,400	0	10,424,400
Road funds:					
Local Transportation Sales Tax	400,000		400,000		400,000
Class C funds	890,000		890,000		890,000
Interest	2,000		2,000		2,000
Subtotal Road funds	1,292,000	0	1,292,000	0	1,292,000
Appropriation of Fund Balance (Fund 10)	683,116	310,000	993,116	41,000	1,034,116
Total Revenue	12,349,516	360,000	12,709,516	41,000	12,750,516
Expenditures:					
Legislative	146,000		146,000		146,000
Administrative	882,811		882,811		882,811
Economic Development	348,158		348,158		348,158
Engineering	180,661		180,661		180,661
Planning / Zoning	651,999		651,999		651,999
Police	3,024,247		3,024,247		3,024,247
Fire	1,312,083		1,312,083	15,000	1,327,083
Emergency Preparedness	1,500		1,500		1,500
Inspection	474,942		474,942		474,942
Streets	732,993		732,993		732,993
Government Buildings Maintenance	497,960		497,960	26,000	523,960
Parks / Cemetery	1,037,324	360,000	1,397,324	-310,000	1,087,324
General Recreation	679,138		679,138		679,138
Economic Progress	130,000		130,000		130,000
Miscellaneous	36,000		36,000		36,000
Transfer to Capital Funds	921,700		921,700	310,000	1,231,700
Subtotal	11,057,516	360,000	11,417,516	41,000	11,458,516
			0		0
Road Maintenance, Projects (Fund 11)					
General Street Maintenance	290,000		290,000		290,000
Overlays, chip seals	1,000,000		1,000,000		1,000,000
Subtotal Road Maint, Projects	1,290,000	0	1,290,000	0	1,290,000
Fund Balance Increase (Fund 11 Class C)	2,000		2,000		2,000
Total Expenditures	12,349,516	360,000	12,709,516	41,000	12,750,516

PROJECTION OF CURRENT FISCAL YEAR
Revenues are shown as negatives

Entity in CAFR #10, 11 GENERAL FUND

	Actuals FY19 Debit (Credit)	FY20 Projection $ INPUT	Budget FY20 Debit (Credit)	FY20 Amendment June 2020	FY20 Budget as Amended June 2020	Variance Favorable (Unfavorable)
Revenue						
CLASS C ROADS / LOCAL HWY	**(320,754)**	**0**	**0**		**0**	**0**
CLASS C ROADS / LOCAL HWY - CONTRIBUTIONS & TRANSFERS	**0**	**0**	**0**		**0**	**0**
CLASS C ROADS / LOCAL HWY - GRANTS	**(905,275)**	**(889,531)**	**(890,000)**		**(890,000)**	**(469)**
CLASS C ROADS / LOCAL HWY - INTEREST	**(7,410)**	**(2,000)**	**(2,000)**		**(2,000)**	**0**
CLASS C ROADS / LOCAL HWY - TAXES	**(414,120)**	**(395,000)**	**(400,000)**		**(400,000)**	**(5,000)**
GENERAL FUND						
10-310-100 PROPERTY TAX - CURRENT YEAR	(2,002,688)	(2,098,000)	(2,000,000)		(2,000,000)	98,000
10-310-200 Property Tax Prior Yrs Delinqt	(34,028)	(17,000)	(40,000)		(40,000)	(23,000)
10-310-250 REGISTERED VEHICLE FEES	(202,375)	(192,000)	(210,000)		(210,000)	(18,000)
10-310-300 SALES TAX	(5,080,163)	(4,894,000)	(5,300,000)		(5,300,000)	(406,000)
10-310-400 FRANCHISE Telecomm TAX	(178,602)	(158,000)	(170,000)		(170,000)	(12,000)
10-310-410 FRANCHISE FEE (Cable Co)	(138,745)	(145,000)	(140,000)		(140,000)	5,000
10-310-415 ENERGY SALES & USE TAX	(1,166,886)	(1,222,000)	(1,210,000)		(1,210,000)	12,000
10-310-500 TRANSIENT Hotel ROOM TAX	(67,629)	(64,000)	(70,000)		(70,000)	(6,000)
10-331-900 COUNTY FIRE ALLOTMENT	(5,796)	(3,480)	(4,000)		(4,000)	(520)
10-331-915 FIRE ASSIST. REIMB/CONTRIB.	0	(5)	0		0	5
10-331-920 Tobacco Compliance Checks	(500)	(400)	(400)		(400)	0
10-331-925 LAGOON SECURITY REIMBURSEMENTS	(89,327)	(75,100)	(85,000)		(85,000)	(9,900)
10-331-927 State-funded DUI shifts	0	0	0		0	0
10-331-928 MISC. CONTRACT SECURITY	(1,571)	0	(3,000)		(3,000)	(3,000)
10-331-930 SCHOOL DISTRICT CONTRIBUTION	(46,150)	(46,150)	(46,000)		(46,000)	150
GENERAL FUND Total	**(9,014,461)**	**(8,915,135)**	**(9,278,400)**		**(9,278,400)**	**(363,265)**

PROJECTION OF CURRENT FISCAL YEAR
Revenues are shown as negatives

Entity in CAFR #10, 11 GENERAL FUND

	Actuals FY19 Debit (Credit)	FY20 Projection $ INPUT	Budget FY20 Debit (Credit)	FY20 Amendment June 2020	FY20 Budget as Amended June 2020	Variance Favorable (Unfavorable)
GENERAL FUND - CEMETERY REVENUE	(47,650)	(40,450)	(38,000)		(38,000)	2,450
GENERAL FUND - CHARGES FOR SERVICES	(95,698)	(119,761)	(65,000)		(65,000)	54,761
GENERAL FUND - CONTRIBUTIONS & TRANSFERS	(1,450)	(3,828)	0		0	3,828
GENERAL FUND - FINES & FORFEITURES	(227,104)	(168,386)	(180,000)		(180,000)	(11,614)
GENERAL FUND - GRANTS	(55,472)	(30,559)	(97,000)		(97,000)	(66,441)
GENERAL FUND - INTEREST	(73,253)	(45,000)	(45,500)		(45,500)	(500)
GENERAL FUND - LICENSES & PERMITS	(723,802)	(649,000)	(536,500)		(536,500)	112,500
GENERAL FUND - MISCELLANEOUS REVENUE	(281,646)	(197,858)	(184,000)		(184,000)	13,858
GENERAL FUND - FUND BALANCE APPROPRIATION	0	(721,755)	(993,116)	(41,000)	(1,034,116)	(312,361)
Revenue Total	(12,168,095)	(12,178,263)	(12,709,516)	(41,000)	(12,750,516)	(572,253)

PROJECTION OF CURRENT FISCAL YEAR
Revenues are shown as negatives

Entity in CAFR #10, 11 GENERAL FUND

	Actuals FY19 Debit (Credit)	FY20 Projection $ INPUT	Budget FY20 Debit (Credit)	FY20 Amendment June 2020	FY20 Budget as Amended June 2020	Variance Favorable (Unfavorable)
Expenditure						
CLASS C ROADS / LOCAL HWY - FUND BALANCE INCREASE	0	28,297	2,000		2,000	(26,297)
CLASS C ROADS / LOCAL HWY - MAINTENANCE OF STREETS	338,135	298,054	290,000		290,000	(8,054)
CLASS C ROADS / LOCAL HWY - STREET OVERLAYS / PROJECTS	1,312,043	960,180	1,000,000		1,000,000	39,820
GENERAL FUND - ADMINISTRATIVE DEPARTMENT	819,309	821,099	882,811		882,811	61,712
GENERAL FUND - BUILDINGS DEPARTMENT	491,714	511,128	497,960	26,000	523,960	12,832
GENERAL FUND - ECONOMIC DEVELOPMENT DEPT.	204,455	310,983	348,158		348,158	37,175
GENERAL FUND - EMERGENCY PREPAREDNESS DEPT.	770	474	1,500		1,500	1,026
GENERAL FUND - ENGINEERING DEPARTMENT	165,289	172,766	180,661		180,661	7,896
GENERAL FUND - FIRE DEPARTMENT	1,173,071	1,319,259	1,312,083	15,000	1,327,083	7,824
GENERAL FUND - GENERAL RECREATION DEPARTMENT	568,362	629,521	679,138		679,138	49,617
GENERAL FUND - INSPECTION DEPARTMENT	422,982	445,483	474,942		474,942	29,459
GENERAL FUND - LEGISLATIVE DEPARTMENT	141,700	136,711	146,000		146,000	9,289
GENERAL FUND - LIQUOR LAW DUI POLICE PATROL	33,248	7,051	12,000		12,000	4,949
GENERAL FUND - MISCELLANEOUS	1,277,263	1,349,984	1,087,700	310,000	1,397,700	47,716
GENERAL FUND - PARKS & CEMETERY DEPARTMENT	969,006	989,237	1,397,324	(310,000)	1,087,324	98,087
GENERAL FUND - PLANNING & ZONING DEPARTMENT	585,120	583,582	651,999		651,999	68,418
GENERAL FUND - POLICE DEPARTMENT	2,851,623	3,002,144	3,012,247		3,012,247	10,103
GENERAL FUND - STREETS DEPARTMENT	720,979	612,311	732,993		732,993	120,683
Expenditure Total	12,075,069	12,178,263	12,709,516	41,000	12,750,516	572,253
Grand Total	(93,026)	(0)	0	0	0	0

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

ELECTRONIC AND IN-PERSON
REDEVELOPMENT AGENCY OF FARMINGTON
NOTICE & AGENDA

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, **June 9, 2020, at 8:05 p.m.**

Farmington City Redevelopment Agency meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged to listen to the meeting on line. In-person attendance is also an alternative, but any in-person attendance/gathering will meet the latest governmental restrictions related to the COVID virus. The link to listen to the meeting live and to comment electronically can be found on the Farmington City website at www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so at hgadd@farmington.utah.gov.

The agenda shall be as follows:

8:05 Roll Call

PUBLIC HEARING:

8:10 Amended Annual Budget for Fiscal Year ending June 30, 2020 and Annual Budget for Fiscal Year ending June 30, 2021

Motion to adjourn and reconvene the City Council meeting.

DATED this 9th day of June, 2020.

REDEVELOPMENT AGENCY

By: Holly Gadd

Holly Gadd, Secretary

Posted 06/04/2020

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 FOR JUNE 9, 2020

To: Mayor and City Council
From: Greg Davis
Date: June 4, 2020
Subject: FY 2021 RECOMMENDED BUDGET – RDA Funds

RECOMMENDATIONS

1. Hold public hearing on June 9, 2020.
2. Review the attached recommended FY2021 budgets for the city's two RDA funds and consider adoption on June 23, 2020.

BACKGROUND

The US Highway 89 RDA fund continues to receive tax increments in order to cover the debt service that will be paid off in FY2025.

The Station Park RDA will receive Farmington City's tax increment only for FY2021. FY2020 was the last fiscal year in which a reimbursement was made to the developer. The city's portion of the tax increment will be collected in FY2021.

During this budget process, the FY 2021 budget will have been reviewed and discussed during council work sessions and regular sessions held on May 5, May 19, and June 9 (includes public hearing), and June 23 (for final adoption). The FY2020 budget amendment will be presented and discussed during the June 9 meeting and adopted on June 23.

Respectfully submitted

Greg Davis
Finance Director

Review and concur,

Shane Pace
City Manager

FUND SUMMARIES - MAJOR CATEGORIES Option: **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

Row Labels	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
20 FARMINGTON RDA FUND				
EXPENDITURES				
Payroll	5,600	5,600	-	0.0%
Supplies & Services				
20-400-130 PAYROLL TAXES	2,100	2,100	-	0.0%
20-400-370 PROFESSIONAL/TECHNICAL RDA #1	3,000	4,200	1,200	40.0%
20-400-419 INSURANCE	3,000	3,200	200	6.7%
20-401-964 BOND ISSUANCE COSTS/RESERVES	2,000	1,500	(500)	-25.0%
Supplies & Services Total	10,100	11,000	900	8.9%
Capital Outlay	10,000	-	(10,000)	-100.0%
Debt service, lease payments	185,000	183,850	(1,150)	-0.6%
EXPENDITURES Total	**210,700**	**200,450**	**(10,250)**	**-4.9%**
TRANSFERS OUT	-	-	-	#DIV/0!
REVENUE				
Interest & Investment Earnings	(4,500)	(6,000)	(1,500)	33.3%
Taxes				
20-310-100 PROPERTY TAX - CITY PORTION	(75,000)	(75,000)	-	0.0%
20-310-150 TAX INCREMENT - OTHER ENTITIES	(105,000)	(105,000)	-	0.0%
Taxes Total	(180,000)	(180,000)	-	0.0%
GAAP	-	-	-	#DIV/0!
REVENUE Total	**(184,500)**	**(186,000)**	**(1,500)**	**0.8%**
FUND BALANCE INCREASE	-	-	-	#DIV/0!
FUND BALANCE USE/APPROPRIATION				
Fund Balance Use	(26,200)	(14,450)	11,750	-44.8%
FUND BALANCE USE/APPROPRIATION Total	**(26,200)**	**(14,450)**	**11,750**	**-44.8%**
20 FARMINGTON RDA FUND Total	-	-	-	**#DIV/0!**

FUND SUMMARIES - MAJOR CATEGORIES **Option:** **TRIMMED** INDEX PAGE

RECOMMENDED BUDGET FY21 - Tentative Budget Approved by City Council on May 5, 2020

(Revenues are expressed as negatives)

GAAP items (depreciation, etc.) have been removed from FY20 for comparative purposes

Row Labels	Budget FY20 Debit (Credit)	FY21 Request Total	Budget Change	% Change
22 FARMINGTON STATION PARK RDA				
EXPENDITURES				
Supplies & Services				
22-400-370 PROFESSIONAL/TECHNICAL	-	5,000	5,000	#DIV/0!
22-470-965 DEVELOPER REIMBURSEMENT	2,850,000	-	(2,850,000)	-100.0%
Supplies & Services Total	2,850,000	5,000	(2,845,000)	-99.8%
EXPENDITURES Total	**2,850,000**	**5,000**	**(2,845,000)**	**-99.8%**
TRANSFERS OUT	-	-	-	#DIV/0!
REVENUE				
Interest & Investment Earnings	(75,000)	(105,000)	(30,000)	40.0%
Taxes				
22-310-100 PROPERTY TAX - CITY PORTION	(700,000)	(550,000)	150,000	-21.4%
22-310-150 TAX INCREMENT - OTHER ENTITIES	(3,400,000)	-	3,400,000	-100.0%
Taxes Total	(4,100,000)	(550,000)	3,550,000	-86.6%
GAAP	-	-	-	#DIV/0!
REVENUE Total	**(4,175,000)**	**(655,000)**	**3,520,000**	**-84.3%**
FUND BALANCE INCREASE	1,325,000	650,000	(675,000)	-50.9%
22 FARMINGTON STATION PARK RDA Total	-	-	-	**#DIV/0!**

FARMINGTON CITY

H. James Talbot
Mayor

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

Shane Pace
City Manager

CITY COUNCIL STAFF REPORT FOR JUNE 9, 2020

To: Mayor and City Council
From: Greg Davis
Date: June 4, 2020
Subject: RDA STATION PARK FY 2020 BUDGET AMENDMENT

RECOMMENDATION

1. Hold public hearing on June 9, 2020.
2. Review the enclosed budget amendment for the fiscal year FY2020 and consider for adoption on June 23, 2020.

BACKGROUND

The last payment to the Station Park developer will be made before the end of this fiscal year pursuant to the initial agreement as reduced by two items for which the developer agreed to compensate the city. The $2,700,000 will be reduced by the amount that the developer agreed to donate ($250,000) to the city's regional municipal ball park, now named after Station Park.

The other reduction of $963,667 is for the road construction to the north, addressing the road improvements outlined in the 2007 ADL. This amount will be transferred to the city's Streets Capital Improvement Fund, which fund will be handling this particular road construction. If the road is constructed for less cost than expected, the remaining will be paid to the developer. The net amount to be paid to the developer is $1,486,333. This budget amendment moves $963,667 out of the Developer Reimbursement line item into the Transfer To Other Funds line item. Since the transfer will be made to the Streets CIP Fund, that fund will need to establish a Transfer In budget of that amount.

Respectfully submitted

Greg Davis
Finance Director

Review and concur,

Shane Pace
City Manager

BUDGET AMENDMENT - RDA STATION PARK
Revenues are shown as negatives

Fund # and Title — **22 FARMINGTON STATION PARK RDA**

	Budget FY20 Debit (Credit)	FY20 Amendment June 2020	FY20 Budget as Amended June 2020
Revenue			
22-310-100 PROPERTY TAX - CITY PORTION	(700,000)		(700,000)
22-310-150 TAX INCREMENT - OTHER ENTITIES	(3,400,000)		(3,400,000)
22-360-100 INTEREST	(75,000)		(75,000)
22-360-140 INVESTMENT GAINS / LOSSES	0		0
Revenue Total	(4,175,000)		(4,175,000)
Expenditure			
22-400-370 PROFESSIONAL/TECHNICAL	0		0
22-401-420 TRANSFER TO OTHER FUNDS	0	963,667	963,667
22-470-965 DEVELOPER REIMBURSEMENT	2,850,000	(963,667)	1,886,333
22-999-999 FUND BALANCE INCREASE	1,325,000		1,325,000
Expenditure Total	4,175,000	0	4,175,000
Grand Total	0	0	0

Minute motion to reconvene the City Council Meeting

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

S U B J E C T: Staker Parson Agreement to Construct the FY2021 Road Maintenance Project

ACTION TO BE CONSIDERED:

Approve the enclosed agreement and bid from Staker Parson for the construction of road maintenance improvements in the amount of 1,343,482.28 to be paid from various street maintenance funds.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell, Assistant City Manager/Engineer.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: June 9, 2020

SUBJECT: **CONSIDER APPROVAL OF STAKER PARSON TO CONSTRUCT THE FY 2021 ROAD MAINTENANCE PROJECT**

RECOMMENDATION

Approve the contract and bid from Staker Parson for the construction of road maintenance improvements in the amount of $1,343,482.28 to be paid from various street maintenance funds.

BACKGROUND

The City received 5 bids for the FY 2021 Road Maintenance Project ranging from $1,343,482 to $1,592,469 and will begin construction in July. The project includes road overlays, milling, reconstruction, and chip seal along with other crack sealing and patching. City staff recommends awarding Staker Parson the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Bid Summary
2. Contract

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Shane Pace
City Manager

Bid Summary

Project: FY 2021 Road Maintenance
Account #
Engineer: Farmington City

Kilgore Construction	Staker Parsons	Granite Construction	Advanced Paving	Black Forest Paving
$1,425,146.02	$1,343,482.28	$1,502,468.71	$1,352,125.35	$1,435,158.25

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $ 200.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, the sum of one million, three hundred fort-three thousand, four hundred eighty-two dollars and twenty-eight cents ($1,343,482.28).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of

payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by the State.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and

drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work: (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (Pages 1 through 7, inclusive)
2. Performance bond (Pages 1 through 3, inclusive)
3. Payment bond (Pages 1 through 3, inclusive)
4. General Conditions (Pages 1 through 62, inclusive)
5. Supplementary Conditions (Pages 1 through 15, inclusive)

6. Specifications as listed in the table of contents of the Project Manual.

7. Drawings consisting of 1 sheet with each sheet bearing the following general title: "FY 2021 Road Maintenance Project."

8. Addendum ____1__.

9. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed

    b. Work Change Directives

    c. Change Orders

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Farmington City

By: _____

Title: _____

Attest _____

Title: _____

Address for giving notices:

Farmington City

PO Box 160

Farmington, Utah 84025

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Staker Parson

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(Where applicable)

Agent for service of process:

_____

END OF SECTION

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels: and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

Sharpshooter Dr (950 N to Foxhunter Dr)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	3" overlay with fiber	4452	SY		
2	2" mill	4452	SY		
3	Manhole lower and raise to grade	17	EA		
4	Water valve lower and raise to grade	11	EA		
5	Monument lower and raise	5	EA		

Subtotal:

Trailside Rd (Country Bend Rd to 1525 W)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay with fiber	3681	SY		
2	6' edge mill	2493	LF		
3	Manhole raise to grade	7	EA		
4	Water valve raise to grade	7	EA		
5	Manhole lower and raise to grade	4	EA		
6	Water valve lower and raise to grade	3	EA		
7	Monument lower and raise	3	EA		

Subtotal:

Homestead Circle (Country Bend Rd to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay with fiber	2485	SY		
2	6' edge mill	1565	LF		
3	Manhole raise to grade	3	EA		
4	Water valve raise to grade	3	EA		
5	Monument lower and raise	3	EA		

Subtotal:

Saddlehorn Circle (Bonanza Rd to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/fiber	2998	SY		
2	6' edge mill	1836	LF		
3	MH raise to grade	3	EA		
4	WV raise to grade	3	EA		
5	WV lower and raise to grade	1	EA		
6	Monument raise to grade	2	EA		

Subtotal:

100 N (Main St to 100 W)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/fiber	2975	SY		
2	6' edge mill	1140	LF		
3	MH raise to grade	2	EA		
4	MH lower and raise to grade	2	EA		
5	WV lower and raise to grade	1	EA		

Subtotal:

100 W (100 N to State St)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/fiber	2590	SY		
2	6' edge mill	730	LF		

Subtotal:

250 E. Lizette Ct. (830 S. to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/fiber	1032	SY		
2	2" Mill	1032	SY		
3	MH lower and raise to grade	1	EA		

Subtotal:

Foxglove Rd (Shepard Lane to 1300 North Foxglove)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	3" overlay w/ fiber	3670	SY		
2	2" Mill	3670	SY		
3	MH lower and raise to grade	6	EA		
4	WV lower and raise to grade	5	EA		

Subtotal:

Moon Circle (North Main to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	2095	SY		
2	2" Mill	2095	SY		
3	MH lower and raise to grade	2	EA		
4	WV lower and raise to grade	2	EA		

Subtotal:

North Hampton Ct. (800 W) (Somerset St (1750 N) to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	664	SY		
2	WV lower and raise to grade	1	EA		

Subtotal:

1100 W (North of Shepard) (Shepard Lane to the North End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	890	SY		
2	6' edge mill	580	LF		
3	MH raise to grade	2	EA		

Subtotal:

250 E Mountain Side Dr. (830 S. to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/fiber	1907	SY		
2	6' edge mill	1663	LF		
3	MH raise to grade	5	EA		
4	MH lower and raise to grade	1	EA		
5	WV lower and raise to grade	2	EA		
6	Monument raise to grade	4	EA		

Subtotal:

300 E. (830 S to the End)

Item No.	Location	Quantity	Units	Unit Price	Amount
1	2" overlay w/fiber	1811	SY		
2	6' edge mill	925	LF		
3	MH raise to grade	4	EA		
4	WV lower and raise to grade	3	EA		
5	Monument raise to grade	2	EA		

Subtotal:

150 E (550 N to the N End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	635	SY		

Subtotal:

250 S (650 W to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	1900	SY		
2	MH raise to grade	3	EA		
3	WV raise to grade	2	EA		

Subtotal:

Moss Circle (Stayner Dr. to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	1105	SY		
2	6' edge mill	530	LF		
3	MH raise to grade	1	EA		
4	WV lower and raise to grade	1	EA		

Subtotal:

Hanks Circle (Stayner Dr. to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	785	SY		
2	6' edge mill	396	LF		
3	MH raise to grade	1	EA		
4	WV lower and raise to grade	1	EA		

Subtotal:

1410 N (1500 W to 1670 W)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	3456	SY		
2	6' edge mill	1740	LF		
3	Monument raise to grade	2	EA		
4	MH raise to grade	3	EA		
5	WV raise to grade	2	EA		
6	MH lower and raise to grade	2	EA		
7	WV lower and raise to grade	1	EA		

Subtotal:

1620 W / 1440 N (1410 N to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	1684	SY		
2	6' edge mill	930	LF		
3	Monument raise to grade	1	EA		
4	MH raise to grade	1	EA		
5	MH lower and raise to grade	2	EA		
6	WV lower and raise to grade	1	EA		

Subtotal:

Somerset St (North Main to Kensington)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	3" overlay w/ fiber	3601	SY		
2	Full Mill	3601	SY		
3	MH lower and raise to grade	5	EA		
4	WV lower and raise to grade	4	EA		
5	Monument lower and raise	2	EA		

Subtotal:

1290 N / 1700 W (1580 W to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	4885	SY		
2	6' edge mill	2301	LF		
3	MH raise to grade	3	EA		
4	WV raise to grade	1	EA		
5	MH lower and raise to grade	3	EA		
6	WV lower and raise to grade	1	EA		
7	Monument raise to grade	1	EA		

Subtotal:

Somerset Ct (Somerset St to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/fiber	1230	SY		
2	6' edge mill	740	LF		
3	MH raise to grade	2	EA		
4	WV raise to grade	1	EA		
5	MH lower and raise to grade	1	EA		
6	Monument raise to grade	2	EA		

Subtotal:

Wagon Wheel Cir. (North of Clark Ln)) (Clark Ln to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay	1453	SY		
2	6' edge mill	860	LF		
3	MH raise to grade	4	EA		
4	WV raise to grade	1	EA		
5	MH lower and raise to grade	2	EA		
6	WV lower and raise to grade	1	EA		
7	Monument raise to grade	1	EA		

Subtotal:

Docs Way (500 South to Country Lane)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	2558	SY		
2	6' edge mill	1475	LF		
3	MH raise to grade	1	EA		
4	WV raise to grade	3	EA		
5	WV lower and raise to grade	3	EA		

Subtotal:

Docs Way (Country Lane to 650 S Docs Way)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	433	SY		
2	6' edge mill	345	LF		
3	WV lower and raise to grade	1	EA		

Subtotal:

Palomino St (Country Lane to 657 S Palomino St)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	782	SY		
2	6' edge mill	585	LF		
3	Monument raise to grade	2	EA		
4	MH lower and raise to grade	2	EA		
5	WV lower and raise to grade	1	EA		

Subtotal:

Comanche Way (Buffalo Rd. to Comanche Rd)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	1066	SY		
2	6' edge mill	815	LF		
3	WV lower and raise to grade	2	EA		

Subtotal:

Countryside Rd (Comanche Rd to Ranch Rd)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	2602	SY		
2	6' edge mill	1830	LF		
3	Monument raise to grade	3	EA		
4	MH lower and raise to grade	1	EA		
5	WV lower and raise to grade	4	EA		

Subtotal:

1100 West (224 S to 307 S)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	2760	SY		
2	Butt Mill	135	LF		
3	Monument raise to grade	1	EA		
4	MH raise to grade	4	EA		
5	WV raise to grade	6	EA		

Subtotal:

Country Lane (1064 West Country lane to Glovers Lane)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	9371	SY		
2	6' edge mill	3154	LF		
3	Monument raise to grade	5	EA		
4	MH raise to grade	15	EA		
5	WV raise to grade	1	EA		
6	MH lower and raise to grade	5	EA		
7	WV lower and raise to grade	19	EA		

Subtotal:

620 S (50 West to 92 East)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	3071	SY		
2	6' edge mill	1541	LF		
3	MH raise to grade	7	EA		
4	WV raise to grade	7	EA		
5	MH lower and raise to grade	12	EA		
6	WV lower and raise to grade	2	EA		
7	Monument raise to grade	2	EA		

Subtotal:

1500 West (Stayner Dr. to 1290 N)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	2" overlay w/ fiber	4560	SY		
2	6' edge mill	2830	LF		
3	Monument raise to grade	1	EA		
4	MH raise to grade	2	EA		
5	WV raise to grade	3	EA		
6	MH lower and raise to grade	5	EA		
7	WV lower and raise to grade	7	EA		

Subtotal:

Tuscany Cove Dr. (1700 S) (200 E to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	5109	SY		

Subtotal:

Park Hills Dr. (Tuscany Cove Dr to City Limit)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	2160	SY		

Subtotal:

Miller Way (650 W to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	4813	SY		

Subtotal:

Rigby Rd. (650 W to Daniel Dr)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	3206	SY		

Subtotal:

Rigby Court (Daniel Dr to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	1865	SY		

Subtotal:

Daniel Dr (Rigby Rd to Miller Way)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	1964	SY		

Subtotal:

Daniel Court (Daniel Dr to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	1761	SY		

Subtotal:

Burke Lane (Spring Meadow Ln to the DNRG Trail crossing)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	4937	SY		

Subtotal:

Clark Lane (1525 W to 16 South Buffalo Rd)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	15220	SY		

Subtotal:

Shepard Creek Parkway (Shepard Lane Through Roundabout)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	13318	SY		

Subtotal:

Grand Avenue (Station Parkway to Broadway)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	975	SY		

Subtotal:

Broadway (End to End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	3490	SY		

Subtotal:

1060 N (1100 W to Shepard Creek Parkway)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	1885	SY	1.92	3619.20

Subtotal: 3619.20

Bayview Dr (Compton Rd to Oakridge Dr)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	3982	SY		

Subtotal:

Oakridge Dr (Bayview Dr to Bayview Dr)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	4682	SY		

Subtotal:

Silverwood Dr (1800 W) (North Frontage to Silverwood Ln)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	1840	SY		

Subtotal:

Silverwood Dr (1825 W) (Silverwood Ln to 1522 N Silverwood Dr)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	892	SY		

Subtotal:

Silverwood Lane (June Drive to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	1825	SY		

Subtotal:

June Dr (1750 W) (Jeppson Way to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	2244	SY		

Subtotal:

Jeppson Way (1778 West to 1554 West)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Class A Chip Seal	865	SY		

Subtotal:

200 S (400 E to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Onyx FMST	1730	SY		

Subtotal:

1300 N (Hidden Meadow Way to Welling Way)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Onyx FMST	6193	SY		

Subtotal:

Clark Lane (Filly Dr (1500 W) to 1525 W) include 1525 W intersection

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Onyx FMST	2800	SY		

Subtotal:

Glovers Lane (Frontage Rd to 200 E)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Onyx FMST	8295	SY		

Subtotal:

Buffalo Ranch Rd (16 S Buffalo Ranch Rd to 148 S Buffalo Ranch Rd)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Onyx FMST	2125	SY		

Subtotal:

Flag Rock Drive (100 N to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Onyx FMST	5946	SY		

Subtotal:

Farmington Hills Dr / 400 N (200 E to Flag Rock Dr)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Onyx FMST	4219	SY		

Subtotal:

State St. Bridge (East side cross walk to Legacy Bridge deck)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Onyx FMST	1665	SY		

Subtotal:

Glovers Lane Bridge (N Frontage Rd to Legacy Bridge deck)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Onyx FMST	2482	SY		

Subtotal:

Burlington Ct. (2030 N) (Kingston Rd (890 W) to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	439	SY		

Subtotal:

Melborne Ct (Kingston Rd (1000 W) to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	673	SY		

Subtotal:

Stowe Ct. (1840 N) (Kingston Rd (890 W) to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	423	SY		

Subtotal:

Thames Ct (1890 N) (Kingston Rd (890 W) to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	306	SY		

Subtotal:

Westmorland Ct. (2000 N) (Kingston Rd. (1000 W) to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	547	SY		

Subtotal:

Wilshire Ct. (2075 N) (Kingston Rd (960 W) to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	442	SY		

Subtotal:

York Cir. (2100 N) (Kingston Rd (890 W) to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	378	SY		

Subtotal:

855 North (1100 W to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	1578	SY		

Subtotal:

930 North (1100 W to the End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	644	SY		

Subtotal:

1130 North (1100 W)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	705	SY		

Subtotal:

1185 North (1100 W)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	1" Plant Sand Mix Overlay	932	SY		

Subtotal:

Location	Tons	Mix	Price/Ton	Total
150 Tons leveling through the city	150	3/8"		

Subtotal:

Location	Tons	Price/Ton	Total
Crack Seal throughout the city	85		

Subtotal:

Project Total:

For work listed above shown on the drawings, I/we agree to perform for the sum of the unit price amounts at:

_____ DOLLARS ($_____)

(Words) (Numbers)

(In the case of discrepancy, written amount shall govern)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTES:

- Quantities are for bid purposes only and are based on engineering estimates. Farmington City reserves the right to increase or decrease work by up to 100% at the unit price stated. Portions of the work may be deleted in their entirety to accommodate the budget.
- The contractor is responsible to verify all material quantities prior to placement.
- The raising of the manhole and valves to grade is to be done within two weeks of when asphalt overlays are completed.
- **All Chip and Seal work is to be completed by August 30, 2020**

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that Chip and Seal work shall be completed by August 30, 2020 and all other Work will be substantially complete on or before May 20, 2021, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before June 1, 2021. Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of a certified check, or bank money order, issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

S U B J E C T: Leon Poulsen Construction Agreement to Construct the Burke Lane Roadway Project

ACTION TO BE CONSIDERED:

Approve the enclosed agreement and bid from Leon Poulsen Construction for the construction of the Burke Lane Roadway Project in the amount of $2,496,406.00 to be paid from storm water impact fees, street impact fees and CenterCal.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell, Assistant City Manager/Engineer.

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

FARMINGTON CITY

H. James Talbot
Mayor

Brett Anderson
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: Chad Boshell, City Engineer

Date: June 9, 2020

SUBJECT: **CONSIDER APPROVAL OF LEON POULSEN CONSTRUCTION TO CONSTRUCT THE BURKE LANE ROADWAY PROJECT**

RECOMMENDATION

Approve the contract and bid from Leon Poulsen Construction for the construction of the Burke Lane Roadway Project in the amount of $2,496,406.00 to be paid from storm water impact fees, street impact fees, and CenterCal.

BACKGROUND

The City received 5 bids for the Burke Lane Roadway Project ranging from $2,496,406 to $2,897,426. The project will reconstruct Burke Lane from Station Parkway to 1525 West with new asphalt, curb and gutter, medians, and secondary waterlines will be constructed. An extensive storm drain system will also be installed for the road and future development. The project is to be paid from storm water impact fees, streets impact fees, and CenterCal. City staff recommends awarding Leon Poulsen Construction the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Bid Summary
2. Contract

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Shane Pace
City Manager

Burke Lane Roadway Project

Bidder		Bid Amount
M.C. Green and Sons	$	2,621,135.45
Landmark Excavating	$	2,551,451.91
Kilgore Contracting	$	2,548,790.58
Great Basin Development and Const.	$	2,897,425.94
Leon Poulsen Construction	**$**	**2,496,406.00**

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Farmington City Corporation ("Owner") and Leon Poulsen Construction ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. Installation of 2100' of roadway construction including 3 intersections, 5300' of storm drain piping, 1200' of water mains and 2900' of irrigation mains.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Burke Lane Roadway Project.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by J-U-B Engineers, Inc.

3.02 The Owner has retained J-U-B Engineers, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 164 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

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delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ 500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, the sum of two million, four hundred ninety-six thousand, four hundred and six dollars ($ 2,496,406.00).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

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b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).

NOTE(S) TO USER:

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 8, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 30 sheets with each sheet bearing the following general title: Burke Lane Roadway Project [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 10, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

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B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Farmington	CONTRACTOR: Staker Parson
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Farmington City Public Works Department; 720 West 100 North, Farmington, UT, 84025

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
#1	5-28-20
#2	6-1-20

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

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of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	146,220.00	146,220.00
2	Traffic Control	LS	1	25,000.00	25,000.00
3	Material Testing	LS	1	16,000.00	16,000.00
4	Surveying	LS	1	18,000.00	18,000.00
5	Clear and Grub Vegetation and Landscaping (Approx Quantity: 140,600 sf)	LS	1	4,000.00	4,000.00
6	Mill Existing Asphalt	SF	71,130	.25	17,782.50
7	Install 6" thick Concrete Driveway Apron	LF	88	70.00	6,160.00
8	Install Concrete Driveway	SF	2,670	5.75	15,352.50
9	Construct Gravel Driveway	SF	1,131	2.15	2,431.65
10	Remove and Dispose of Existing Concrete Driveway	SF	3,115	1.75	5,451.25
11	Remove and Dispose of Existing Curb and Cutter	LF	85	9.00	765.00
12	Install 30" Curb and Gutter	LF	4,177	16.50	68,920.50
13	Install Top Soil (provided by City)	TON	792	44.00	34,848.00
14	Import A-1-A Backfill Material	TON	7,195	18.50	133,107.50
15	Import Untreated Base Course Material	TON	7,463	21.00	156,723.00
16	5" PG 64-34 Asphalt	TON	4,404	72.00	317,088.00
17	ADA Pedestrian Ramp (APWA Plan No. 235.3)	EA	12	2,750.00	33,000.00

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
18	Pre-lower Manhole	EA	7	315.00	2,205.00
19	Pre-lower Valve Box	EA	1	215.00	215.00
20	Raise Manhole & Collar	EA	7	585.00	4,095.00
21	Raise Valve Box & Collar	EA	1	385.00	385.00
22	4" Diameter Gray PVC Conduit	LF	3,080	7.00	23,100.00
23	Remove and Relocate of Existing Landscaping Rocks	LS	1	1,500.00	1,500.00
24	Remove and Relocate Existing Mailbox or Post	EA	3	250.00	750.00
25	Remove and Replace Existing Fence	LF	6,740	8.00	53,920.00
26	Remove Existing Culvert	LS	1	1,000.00	1,000.00
27	Roadway Excavation	CY	2,634	16.00	42,144.00
28	Re-seed w/ Seed Mix	SF	140,468	.10	14,046.80
29	Raised Median Type Q	LF	3,515	19.00	66,812.00
30	Approach Island Plowable End Section	EA	8	1,200.00	9,600.00
31	Saw Cut Existing Asphalt	LF	330	1.00	330.00
32	Furnish and Install 15" RCP Type III	LF	889	61.00	54,229.00
33	Furnish and Install 18" RCP Type III	LF	801	41.00	32,841.00
34	Furnish and Install 24" RCP Type III	LF	1,362	45.00	61,290.00
35	Furnish and Install 30" RCP Type III	LF	2,639	67.00	176,813.00
36	Furnish and Install 36" RCP Type III	LF	543	81.00	43,983.00
37	Furnish and Install Combination Box	EA	10	8,500.00	85,000.00
38	Furnish and Install Double Grate Combination Box	EA	4	9,500.00	38,000.00

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
39	Furnish and Install Inlet Box	EA	5	3400.00	17,000.00
40	Furnish and Install Double Grate Inlet Box	EA	4	7000.00	28,000.00
41	Furnish and Install 5' Manhole	EA	10	6,100.00	61,000.00
42	Furnish and Install 6' Manhole	EA	1	6,600.00	6,600.00
43	Furnish and Install 6'x15'x7' Outlet Structure	LS	1	31,000.00	31,000.00
44	Furnish and Install 24" Metal End Section	EA	1	1,100.00	1,100.00
45	Furnish and Install 30" Metal End Section	EA	1	1,700.00	1,700.00
46	Furnish and Install 36" Metal End Section	EA	1	2,100.00	2,100.00
47	Cap and Block 15"	EA	2	525.00	1,050.00
48	Cap and Block 18"	EA	2	525.00	1,050.00
49	Import A-1-A Backfill Material	TON	3,494	17.00	59,398.00
50	Import D50 12" Rip Rap Gravel	TON	33	80.00	2,640.00
51	10" PVC SDR 35	LF	245	50.00	12,250.00
52	Furnish and Install 5' Sewer Manhole	EA	6	6,000.00	36,000.00
53	Replace Sewer Manhole Cone Section w/Eccentric Cone	EA	2	1,000.00	2,000.00
54	4" PVC C-900 DR14	LF	46	40.00	1,840.00
55	6" PVC C-900 DR14	LF	162	44.00	7,128.00
56	8" PVC C-900 DR14	LF	857	32.00	27,424.00
57	10" PVC C-900 DR14	LF	1,901	40.00	76,040.00
58	6" Gate Valve	EA	3	1,600.00	4,800.00

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
59	8" Gate Valve	EA	3	2,000.00	6,000.00
60	10" Gate Valve	EA	4	2,800.00	11,200.00
61	10"x10" Tee	EA	1	1,400.00	1,400.00
62	8"x8" Tee	EA	1	1,100.00	1,100.00
63	6"x6" Tee	EA	1	1,250.00	1,250.00
64	10"x6" Cross	EA	1	1,400.00	1,400.00
65	10" Cross	EA	1	1,700.00	1,700.00
66	10"x8" Reducer	EA	1	725.00	725.00
67	10"x6" Reducer	EA	1	700.00	700.00
68	8"x4" Reducer	EA	1	585.00	585.00
69	4" 90° Bend	EA	1	900.00	900.00
70	4" Drain	EA	5	7,000.00	35,000.00
71	2" Air Vac	EA	3	6,100.00	18,300.00
72	Cap and Block 4"	EA	1	850.00	850.00
73	Cap and Block 6"	EA	3	875.00	2,625.00
74	Cap and Block 10"	EA	3	1,000.00	3,000.00
75	Connect to Existing 10" PVC	EA	1	3,400.00	3,400.00
76	4" Irrigation Waterline Loop	EA	1	3,800.00	3,800.00
77	6" Irrigation Waterline Loop	EA	1	4,200.00	4,200.00
78	8" Irrigation Waterline Loop	EA	1	4,800.00	4,800.00
79	10" Irrigation Waterline Loop	EA	1	6,000.00	6,000.00
80	Import A-1-A Backfill Material	TON	990	17.00	16,830.00

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
81	10" PVC C900 Waterline	LF	1,262	61.00	76,982.00
82	Remove and Dispose of Existing Fire Hydrant and Valve	EA	2	900.00	1,800.00
83	Furnish and Install New Fire Hydrant and Valve	EA	6	7,000.00	42,000.00
84	10" Gate Valve	EA	9	2,800.00	25,200.00
85	10" 45° Bend	EA	2	975.00	1,950.00
86	10" Cross	EA	2	1,700.00	3,400.00
87	10" Tee	EA	2	1,400.00	2,800.00
88	Cap and Block 10" Waterline	EA	4	1,000.00	4,000.00
89	Connect to Existing 10" PVC C-900	EA	8	3,400.00	27,200.00
90	Remove and Dispose of Existing Valve	EA	2	525.00	1,050.00
91	Relocate Water Meter and Install New 3/4" Lateral to New Main	EA	2	1,775.00	3,550.00
92	Furnish and Install Water Meter and New 3/4" Lateral to Existing Main	EA	1	1,950.00	1,950.00
93	Install Temporary Water Jumper	EA	2	1,000.00	2,000.00
94	Remove Signs	EA	7	175.00	1,225.00
95	Remove Pavement Striping	LF	1,817	.50	908.50
96	Pavement Marking - Stop Line, Crosswalk	LF	719	1.45	1,042.55
97	Pavement Marking - 4" Double Yellow Line	LF	614	.40	245.60
98	Pavement Marking - 4" Solid Yellow Line	LF	1,015	.20	203.00
99	Pavement Marking - 4" Solid White Line	LF	7,121	.20	1424.20

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
100	Pavement Marking - 4" Dotted White Line	LF	1,631	.06	97.86
101	Pavement Marking - 4" Solid & Broken Yellow Line	LF	604	.25	151.00
102	Pavement Marking - 8" Solid White Line	LF	200	.40	80.00
103	Street Sign R4-7	EA	8	100.00	800.00
104	Street Sign OM-3L	EA	8	115.00	920.00
105	Street Sign R3-17	EA	7	100.00	700.00
106	Street Sign R2-1	EA	1	135.00	135.00
107	Street Sign R4-4	EA	4	275.00	1,100.00
108	Street Sign R1-1	EA	3	315.00	945.00
109	Street Sign OM4-1	EA	19	85.00	1,615.00
110	Street Sign Posts	EA	42	300.00	12,600.00
111	Retroreflective Flexible Delineator Posts	EA	9	95.00	855.00
112	Pavement Message	EA	16	25.00	400.00
113	2" PC Conduit	LF	3,648	2.00	7,296.00
114	Trenching Unpaved Surface	LF	608	9.00	5,472.00
115	Junction Box	EA	8	1,500.00	12,000.00
116	Signal Pole Foundation	EA	8	3,000.00	24,000.00
117	Anchor Bolts	EA	32	165.00	5,280.00
	Total of All Unit Price Bid Items		$2,496,406.00		

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2)

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estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

C. Contractor's License No.: 244680-5551

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Leon Poulsen Const. Co. Inc.

By:
[Signature]

[Printed name] Steve Poulsen

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Alex Pountnee

Title: V.P. of Operations

Submittal Date: 6-2-20

Address for giving notices:

1675 So. 1900 W.
Ogden, UT 84401

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Telephone Number: 801-731-6150

Fax Number: 731-7007

Contact Name and e-mail address: steve.p@bonpaulconstruction.com

Bidder's License No.: 294670-5601
(where applicable)

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Leon Poulsen Construction Co., Inc.
1675 South 1900 West
Ogden, UT 84401

SURETY:
(Name, legal status and principal place of business)

The Guarantee Company of North America USA
One Towne Square, Ste 1470
Southfield, MI 48076

OWNER:
(Name, legal status and address)

Farmington City

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Accompanying Bid (***5%***)

PROJECT:
(Name, location or address, and Project number, if any)

Burke Lane Roadway Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of June, 2020

Leon Poulsen Construction Co., Inc.
(Principal) *(Seal)*

(Witness)

(Title)

The Guarantee Company of North America USA
(Surety) *(Seal)*

(Witness)

(Title) Julie B. Martindale - Attorney in Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

The Guarantee Company of North America USA
Southfield, Michigan

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Terry H. Buckner, Randy Emery, Chris Lund, J. Michele Burraston, Michael H. Gale, Georgia Torres, Rayne Harris, Dennis M. Gross, Melissa A. Dalby, Andrew Rendon, C. Brett Nilsson, Julie B. Martindale, Aubrey Pixton

The Buckner Company

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of June, 2020

Randall Musselman, Secretary

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: 11/30/2017

EXPIRATION DATE: 11/30/2021

ISSUED TO: Leon Poulsen Construction Company, Inc.
1675 South 1900 West
Ogden UT 84401

REFERENCE NUMBER(S) CLASSIFICATION(S) & DETAIL(S)

244670-5501 Contractor With LRF DBAs: None Associated

E100

CITY OF WEST HAVEN

CERTIFICATE OF LICENSE

LICENSE NO:	117
ACCOUNT NO:	L3-24

BE IT HEREBY KNOWN THAT: Leon Poulsen Construction

LOCATED AT: 1675 S. 1900 W.

IS LICENSED TO TRANSACT BUSINESS AS: Regular/Minor Construction

IN THE CITY OF WEST HAVEN, FOR THE TERM OF 12 MONTHS, COMMENCING THE 1ST DAY OF JANUARY, 2020, AND ENDING THE 31ST DAY OF DECEMBER 2020.

ATTEST: Sharon A. Boles
MAYOR

Pharis Bully
DEPUTY CITY RECORDER

POST IN A CONSPICUOUS PLACE
GOOD ONLY AT ADDRESS SPECIFIED

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

S U B J E C T: Pick-up Contribution for Public Safety and Firefighter Tier II Employees

ACTION TO BE CONSIDERED:

Approve the enclosed resolution to pick-up the employee contributions required to be paid for employees participating in the Public Safety and Firefighter Tier II Contributory Retirement System beginning July 1, 2020.

GENERAL INFORMATION:

See enclosed staff report prepared by Holly Gadd, City Recorder.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: June 2, 2020

SUBJECT: PICK-UP CONTRIBUTION FOR PUBLIC SAFETY AND FIREFIGHTER TIER II EMPLOYEES

RECOMMENDATION

Approve the enclosed resolution to pick-up the employee contributions required to be paid for employees participating in the Public Safety and Firefighter Tier II Contributory Retirement System beginning July 1, 2020.

BACKGROUND

Due to the cost of the retirement plan enhancements, contributions to the Tier II Public Safety and Firefighter Retirement Plan have been increased from 12% to 14% for the employer and 2.27% for the employee (employee has not had to contribute previously). Federal and State law, including Section 414(h)(2) of the Internal Revenue Code, states that employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions. In order to stay competitive in hiring and retaining Public Safety employees and Firefighters, the city would like to pick up the 2.27% required to be paid for all city employees participating in the Public Safety and Firefighter Tier II Contributory Retirement System.

Respectfully Submitted

Holly Gadd

Holly Gadd
City Recorder

Review & Concur

Shane E. Pace

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

RESOLUTION NO. 2020-____

A RESOLUTION PROVIDING FOR THE "PICK-UP" OF REQUIRED EMPLOYEE CONTRIBUTIONS OF EMPLOYEES WHO ARE ELIGIBLE FOR AND PARTICIPATE AS MEMBERS IN THE NEW PUBLIC SAFETY AND FIREFIGHTER TIER II CONTRIBUTORY RETIREMENT SYSTEM

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

WHEREAS, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and

WHEREAS, the city desires to formally pick up the employee contributions required to be paid under Subsection 49-23-301(2)(c), as enacted in S.B. 56, Public Safety and Firefighter Tier II Retirement Enhancements (2020 General Session), for all city employees participating in the New Public Safety and Firefighter Tier II Contributory Retirement System; and

WHEREAS, the picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirements Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

WHEREAS, that from and after the date of this pick up, a city employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick-up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the city on behalf of its employees to the Utah Retirement Systems.

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

Section 1. Election Pick up. Farmington City hereby formally agrees to pick up 100% of the required employee contributions for employees who are members of the Public Safety and Firefighter Tier II Contributory Retirement System for periods on or after July 1, 2020.

Section 2. Severability. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 9TH DAY OF JUNE, 2020.

FARMINGTON CITY

ATTEST:

_____

Holly Gadd
City Recorder

By:_____

H. James Talbot
Mayor

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

SUBJECT: Minute Motion Approving Summary Action List

1. Resolution Appointing Members to the Trails Committee
2. Surplus Property for Public Works
3. Plat Amendment for Compton's Pointe Subdivision
4. Plat Amendment for Somerset Hollow Lot 13 and Summerwood Lot 5
5. The Preserve at Farmington Creek. LLC Improvements Agreement
6. Visionary Homes 2020 LLC Improvements Agreement
7. The Governor's Office of Economic Development Utah Outdoor Recreation Grant for Project "THE FARM" Mountain Bike Park
8. International Mountain Bicycling Association Trail Solutions Program for the Project "THE FARM" Mountain Bike Park
9. Approval of Minutes from May 5, 2020
10. Approval of Minutes from May 19, 2020

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

FARMINGTON CITY

H. James Talbot
Mayor

Brett Anderson
Doug Anderson
Alex Leeman
Cory Ritz
Rebecca Wayment
City Council

Shane Pace
City Manager

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: June 2, 2020

SUBJECT: **RESOLUTION APPOINTING MEMBERS AND OFFICERS TO THE TRAILS COMMITTEE OF FARMINGTON CITY**

RECOMMENDATION

Approve the attached Resolution appointing members and officers to the Trails Committee.

BACKGROUND

Pursuant to Title 2 of the Farmington City Municipal Code, the Mayor has the right to appoint persons to fill offices on various commissions, committees and entities, with the advice and consent of the City Council.

Respectfully Submitted

Holly Gadd
City Recorder

Review & 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

RESOLUTION NO. 2020-____

A RESOLUTION APPOINTING CERTAIN MEMBERS AND OFFICERS TO THE TRAILS COMMITTEE OF FARMINGTON CITY, UTAH

WHEREAS, the Mayor and/or City Council for Farmington City have the right to appoint qualified persons to serve as members of certain committees as provided in the Municipal Code of the City; and

WHEREAS, the City Council desires now to appoint certain individuals to serve on the Trails Committee as more particularly provided herein below.

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

Section 1. Appointment. The following individuals are hereby appointed to serve as Trails Committee members and officers within Farmington City. The persons appointed shall serve at the pleasure of the City Council and their appointments shall be subject to the ordinances, rules, and regulations of Farmington City. See Exhibit "A" attached here to.

Section 2. Severability. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 9TH DAY OF JUNE, 2020.

ATTEST:

FARMINGTON CITY

_____
Holly Gadd
City Recorder

By:_____
H. James Talbot
Mayor

EXHIBIT "A"

Members (3 Year Terms):

Todd Argyle - term ends January 2022
Ronda Mills - term ends March 2021
Scott Cornford - term ends January 2022
Tracy McCoy - term ends March 2021
Natalie Larson - term ends November 2021
Paulette Hewitt - term ends February 2022
Annie McDonald - term ends October 2022
Brad McDonald - term ends October 2022
Kenzie Barlow - Term ends February 2023

Officers:

Chair: Todd Argyle - 1 Year Term ending May 2021
Vice Chair: Ronda Mills - 2 Year Term ending May 2021
Vice Chair of Electronic Information: 2 Year Term ending May 2021

Assignments:

Finance: Paulette Hewitt
Tools and Supplies: Tracy McCoy
Public Relations: Natalie Larson
Adopt-a-Trail Program: Annie and McDonald
Mountain Trail Maintenance: Kenzie Barlow

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: Larry Famuliner, Public Works Director

Date: May 27, 2020

SUBJECT: SURPLUS PROPERTY

RECOMMENDATION:

Request that the City Council declare the following vehicle as surplus and allow us to sell it.

BACKGROUND:

Unit # 841 2011 Dodge Charger VIN # 2B3CL1CT2BH600650
This vehicle needs a new engine.

Unit # 842 2012 Dodge Charger VIN # 2C3CDXATXCH305870
Very expensive repairs are needed on the front end of this vehicle.

Unit # 703 2001 Dodge Durango VIN # 1B4HS28N31F623620
Surplus vehicle due to age.

Unit # 924 2015 PJ Trailer VIN # 4P5DD1624F1235448
Does not fit the application.

We recommend that these vehicles and trailer be sold due to the reasons listed above.

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

Respectfully Submitted,

Larry Famuliner
Public Works Director

Review and Concur

Shane Pace
City Manager

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 Hansell, Planning and GIS Specialist
Date:	June 9, 2020
SUBJECT:	**PLAT AMENDMENT – AMENDED COMPTON'S POINTE SUBDIVISION (S-10-20)** Property Owners: Mark and Christine Smoot

RECOMMENDATION

Move that the City Council approve the proposed plat amendment to Lot 25 and 26 of Amended Compton's Point Subdivision, as requested by the applicant, subject to all applicable Farmington City standards and ordinances. The revised plat must have an easement in favor of Lot 26 to discharge any and all surface water accumulated on Lot 26 to the storm water collection facility located on Lot 25. The applicant must also establish a professional survey of the revised area. Finally, the applicant shall continue to work with the City and other agencies to address any outstanding issues remaining with regard to the plat prior to recordation.

Finding for Approval

There is good cause to approve the amendment because no new lot is created, only the adjustment of a common property line acceptable to both owners. If the recommendation is followed, including stormwater and surveying, both lots still comply with City ordinances.

BACKGROUND

The applicant submitted a petition to the City requesting approval to adjust the common boundary line of Lot 25 and Lot 26 of Amended Compton's Pointe Subdivision. The applicant's proposal states that the property line will be adjusted to separate Lot 26 for sale to their neighbor. This amendment would bring Lot 25 from 0.35 to approximately 0.42 acres. While Lot 26 would reduce slightly to no less than 0.309 acres. The plat is attached which details the subdivision.

In consideration of the plat amendment, as per Section 10-9a-609 of the State Code, the City must determine if there is good cause for the amendment and if no public street, right-of-way, or easement has been vacated or amended.

A public hearing is not necessary because the petition included the signatures of all property owners within the plat in support of the request by Mark and Christine Smoot.

Supplemental Information

1. Vicinity Map
2. Proposed plat amendment
3. Narrative Form Application including
4. Signed petition

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 11 – Single-Family Residential Zones

Respectfully Submitted

Shannon Hansell
Planning and GIS Specialist

Concur

Shane Pace
City Manager

FARMINGTON

VICINITY MAP

Smoot Plat Amendment

0 25 50 75 100 Feet

0 10 20 30 40 Meters

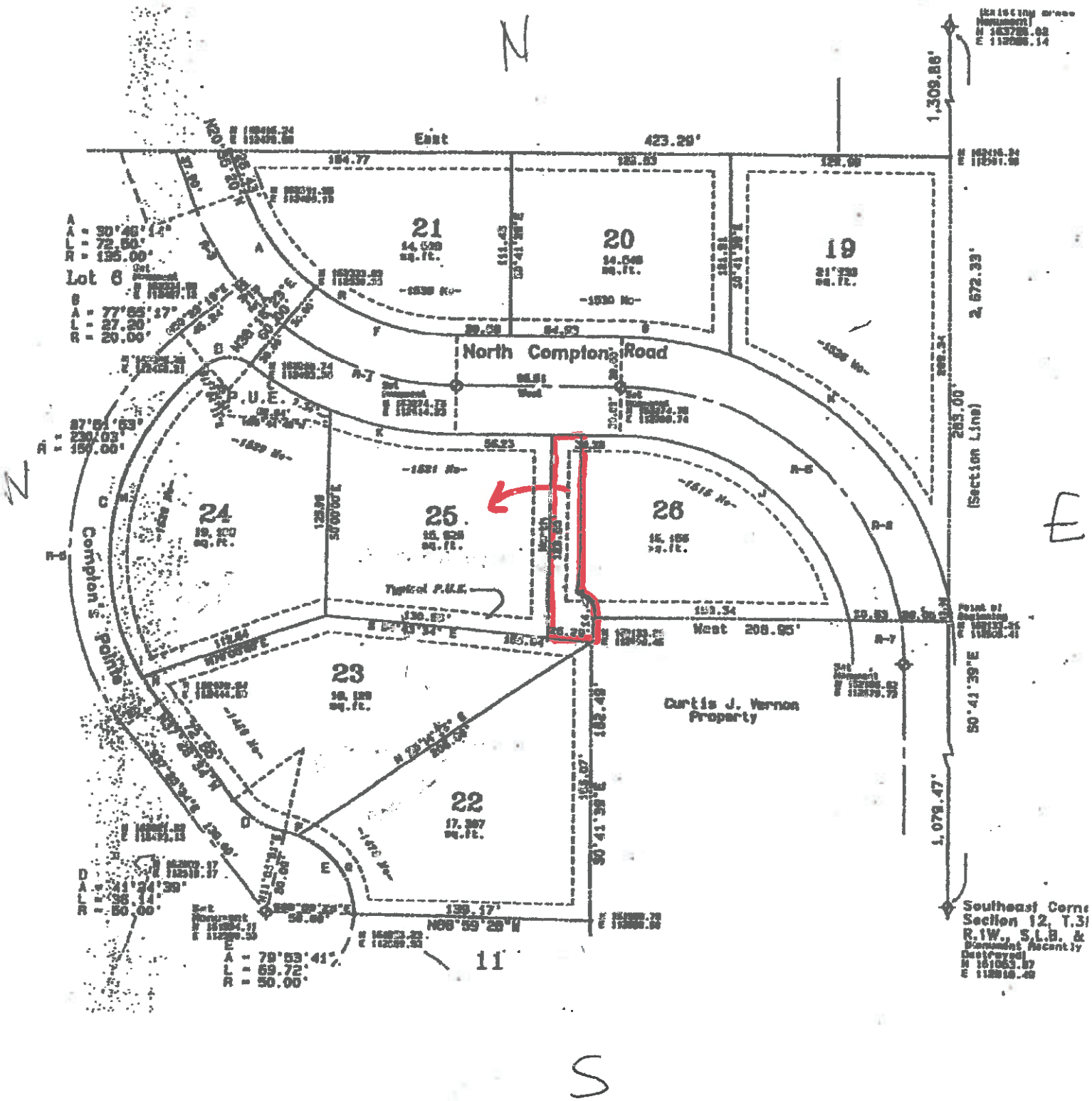
N W E S

Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

Amended Compton's Pointe Subdivision

Containing the Former Lots 1 through 4 and 12 through 17 of Compton's Pointe Subdivision
Being a Part of the Southeast Quarter of Section 12, T.3N., R.1W., S.L.B.& M.
Farmington City, Davis County, Utah

PREF I
08-26
LAST



May28, 2020

To Dave Peterson
Farmington City

To whom it may concern:
We plan to separate lot # 26(Amended Compton's Pointe Subdivision) also known as 1515 N Compton Road away from Lot #25 (1521 N Compton Road.) This separation is for the Purpose of selling lot #26 to our neighbor Curt Vernon. Because of some of the Landscaping that is used by lot #25 we hope to amend the West Property line of lot #26 to the East a bit. We imagine it will be done to not disturb a rounded fence area and to give about 15 feet to lot#25. I have included a plat map with the approximate new line drawn in red. We plan for the new lot size of #26 to be not less than 13,500 sq. ft.

As a side note:
This enclosed plat map does not show a previously added parcel of land that was part of lot #23. We plan to have the entire piece of land that we currently own and amend the Subdivision so that lot 25 will include lot 25 as well as the portion from 23 and the portion from 26 and only have one parcel number. I believe that will clean up the lots nicely when finished and recorded.

Please let me know if I may proceed to get the Survey completed and any other steps that I may need to do. I have someone at Ensign Surveying available to come on Tuesday June 2, 2020 if we can move forward.

Thank You,
Mark & Christine Smoot

801-755-0552

The Smoot Family desires to change a boundary line between lots #25 & #26 of the Amended Compton's Pointe Subdivision. The West boundary line of lot #26 will be moved about 15 feet to the east. Lot #26 will be at least 13,500 sq. ft. after the change to the West boundary line.

I agree that this lot adjustment is ok by signing this Petition

Lot 19 _____ 6/2/2020

Lot 20 Valerie Press 6.2.20

Lot 21 _____ 6.2.20

Lot 22 _____ 6.2.20

Lot 23 _____ 06/02/2020

Lot 24 _____ 6/2/20

Lot 25 _____ 6/2/20

Lot 26 _____ 6/2/20

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 Hansell, Planning and GIS Specialist

Date: June 9, 2020

SUBJECT: **PLAT AMENDMENT – LOT 13 SOMERSET HOLLOW SUBDIVISION AND LOT 5 SUMMER WOOD SUBDIVISION (S-7-20)**
Property Owners: Juanita and Val Hansen, Summer Wood Subdivision; Ashley Robinson, Somerset Hollow Subdivision

RECOMMENDATION

Move that the City Council approve the proposed plat amendment to the Somerset Hollow and Summer Wood subdivisions thereby adjusting the common building line of Lot 13 (Somerset Hollow) and Lot 5 (Summer Wood), as requested by the applicant, subject to all applicable Farmington City standards and ordinances. Further, the applicant shall continue to work with the City and other agencies to address any outstanding issues remaining with regard to the plat prior to recordation.

Finding for Approval

There is good cause to approve the amendment because no new lot is created, only the adjustment of a common property line acceptable to both owners. Both lots still comply with City ordinances.

BACKGROUND

The applicant submitted a petition to the City requesting approval to adjust the common boundary line of 1.04 acres property (Lot 5), of Summer Wood, and 0.23 acres (Lot 13), of Somerset Hollow. This amendment would bring Lot 13 of Somerset Hollow to 0.29 acres, while Lot 5 of Summer Wood would reduce slightly to 0.98 acres. The plat is attached which details the subdivision.

In consideration of the plat amendment, as per Section 10-9a-609 of the State Code, the City must determine if there is good cause for the amendment and if no public street, right-of-way, or easement has been vacated or amended.

If the petition does not include the signatures of all property owners within the plat (which is not uncommon for such petitions, and is the case with this request), state law provides a way whereby

owners receive notification and are provided an opportunity to protest such actions. A mailer was sent to all property owners regarding protest and no letter of protest was received.

Supplemental Information

1. Vicinity Map
2. Petition from Property Owners
3. Proposed plat amendment
4. Other Information

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 11 – Single-Family Residential Zones

Respectfully Submitted

Shannon Hansell
Planning and GIS Specialist

Concur

Shane Pace
City Manager

VICINITY MAP

Hansen - Robinson Plat Amendment

0 25 50 75 100 Feet

0 10 20 30 40 Meters

N W E S

Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purpose.

May 7, 2020

To Whom It May Concern:

Juanita and Val Hansen, 834 Royal Oak Court, Farmington, Utah, and Ashley Robinson, 2016 Kingston Rd., Farmington, Utah 84025 and have agreed that Mr. Robinson is acquiring the property, as shown in the submitted documents, from Mrs. and Mr. Hansen and have agreed that the Mr. Robinson will install a fence on the new lot line.

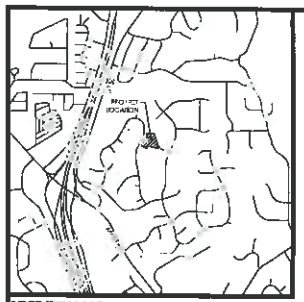
Juanita Hansen

Val Hansen

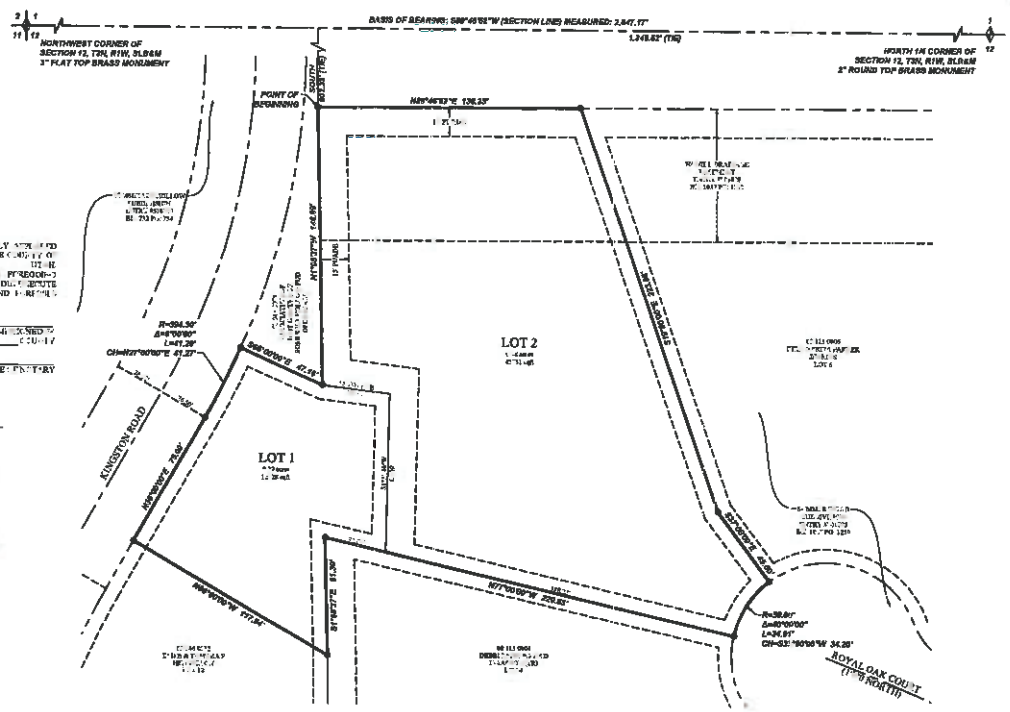
Ashley Robinson

HANSEN-ROBINSON SUBDIVISION

(AMENDING LOT 5, SUMMER WOOD SUBDIVISION &
LOT 13,SOMERSET HOLLOW SUBDIVISION)
LOCATED IN THE NW1/4 OF SECTION 12, T3N, R1W,
SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH



VICINITY MAP
N.T.S



LEGEND

BOUNDARY
RE-TRACE
EASEMENT
EXISTING PROPERTY LINE
SECTION MONUMENT (FOUND)
BOUNDARY MONUMENT

NOTES

1. ALL REAR & SIDE PROPERTY LINES TO BE STAKED TO ALL FARMINGTON COUNTY UPLAND STANDARDS.
2. ALL PUBLIC UTILITY EASEMENTS TO BE KEPT OPEN AND UNOBSTRUCTED AS PER FARMINGTON CITY.

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME, _____ IN AND FOR SAID COUNTY OF _____ IN _____ STATE OF UTAH, THE PERSON SIGNING THE FOREGOING OWNERS DEDICATION WHO, DULY ACKNOWLEDGED TO ME THAT THE DULY EXECUTED THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION NO. _____ PRINTED FULL NAME OF NOTARY

SURVEYOR'S CERTIFICATE

I, Zachary W. Livingston, do hereby certify that I am a registered Land Surveyor, and that I hold Certificate No. 10317807 in accordance with Title 58, Chapter 22 of the Utah Code. I further certify by authority of the owners, that I have completed a survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and that the same can be staked on the ground as shown on this Plat, and that this Plat is true, and correct.

PRELIMINARY OR REVIEW

Signature & Seal of Professional Land Surveyor
Certificate No. 10317807 — Date

BOUNDARY DESCRIPTION

All of Lot 13, Somerset Hollow Subdivision, according to the Official Plat thereof recorded as Entry No. 910750 in Book 1937 at Page 734 in the Office of the Davis County Recorder, and all of Lot 5, Summer Wood Subdivision, according to the Official Plat thereof recorded as Entry No. 793624 in Book 1637 at Page 1217 in the Office of the Davis County Recorder, located in the Northwest Quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the northwesterly corner of Lot 5, Summer Wood Subdivision, according to the Official Plat thereof recorded as Entry No. 793624 in Book 1637 at Page 1217 in the Office of the Davis County Recorder, and running thence along the Section Line and South 89°49'55" West from the North 1/4 Corner of Section 12, T3N, R1W, SLB&M, running thence along said Lot 5 the following 6 (6) courses: (1) N89°49'55"E 136.23 feet, thence (2) S00°00'00"E 228.79 feet, thence (3) N90°00'00"E 60.00 feet, thence (4) southwesterly along the arc of a non-tangent curve to the left having a radius of 394.30 feet (radius bears: N90°00'00"E) a distance of 34.91 feet through a central angle of 5°00'00" (Chord bearing: S87°00'00"W 34.90 feet), thence (5) S87°00'00"W 220.00 feet to a point on the easterly line of Lot 13, Somerset Hollow Subdivision, according to the Official Plat thereof recorded on Entry No. 910750 in Book 1937 at Page 734 in the Office of the Davis County Recorder, thence along said Lot 13 the following 7 (7) courses: (1) S00°00'00"E 61.50 feet, thence (2) S90°00'00"W 117.74 feet, thence (3) N00°00'00"E 75.00 feet, thence (4) along the arc of a curve to the left having a radius of 224.30 feet a distance of 41.29 feet through a central angle of 10°00'00" (Chord bearing: N89°00'00"E 41.23 feet), thence (5) N00°00'00"E 47.16 feet to the southerly line of said Lot 5, thence along said Lot 5 the following 2 (2) courses: (1) N90°00'00"E 146.79 feet to the point of beginning.

Contains: 95,3[illegible] square feet or 1.27 acres.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS, TO BE HEREAFTER KNOWN AS THE FOLLOWING BLOCK AND STREET NAMES, SHALL HEREAFTER BE KNOWN AS THE

HANSEN-ROBINSON SUBDIVISION
(AMENDING LOT 5, SUMMER WOOD SUBDIVISION &
LOT 13,SOMERSET HOLLOW SUBDIVISION)

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO FARMINGTON CITY, ALL PARTS OR PORTIONS OF THE REAL PROPERTY HEREIN SHOWN ON THIS PLAT AS PUBLIC UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY FARMINGTON CITY.

SIGNED THIS ____ DAY OF _____, 20__

_____ _____
_____ _____
_____ _____

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME, _____ IN AND FOR SAID COUNTY OF _____ IN _____ STATE OF UTAH, THE PERSON SIGNING THE FOREGOING OWNERS DEDICATION WHO, DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION NO. _____ PRINTED FULL NAME OF NOTARY

BENCHLAND IRRIGATION

APPROVED THIS ____ DAY OF _____, A.D. 20__ BY THE BENCHLAND IRRIGATION COMPANY

_____
PRESIDENT/REPRESENTATIVE

CENTRAL DAVIS SEWER DISTRICT

APPROVED THIS ____ DAY OF _____, A.D. 20__ BY THE CENTRAL DAVIS SEWER DISTRICT

_____
PRESIDENT/REPRESENTATIVE

PLANNING COMMISSION

APPROVED THIS ____ DAY OF _____, 20__ BY THE FARMINGTON CITY PLANNING COMMISSION

_____
CHAIRMAN, PLANNING COMMISSION

CITY ENGINEER

APPROVED AS TO FORM THIS ____ DAY OF _____, A.D. 20__

_____
FARMINGTON CITY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM THIS ____ DAY OF _____, A.D. 20__

_____
FARMINGTON CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE FARMINGTON CITY COUNCIL THIS ____ DAY OF _____, 20__ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

_____
MAYOR

_____
ATTEST
CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

$ _____
FEE

_____
COUNTY RECORDER

FOCUS
ENGINEERING AND SURVEYING, LLC
[illegible]
MIDVALE, UT 84047 PH. (801) [illegible]
www.focusutah.com

LEGAL DESCRIPTION
PREPARED FOR
HANSEN-ROBINSON SUBDIVISION
FARMINGTON CITY, DAVIS COUNTY, UTAH
(May 4, 2020)
20-0193

BOUNDARY DESCRIPTION

All of Lot 13, SOMERSET HOLLOW SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 510790 in Book 732 at Page 754 in the Office of the Davis County Recorder and all of Lot 5, SUMMER WOOD SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 703888 in Book 1037 at Page 1259 in the Office of the Davis County Recorder, located in the Northwest Quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the northwesterly corner of Lot 5, SUMMER WOOD SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 703888 in Book 1037 at Page 1259 in the Office of the Davis County Recorder, said corner located S89°46'52"W 1,345.62 feet along the Section Line and South 802.33 feet from the North 1/4 Corner of Section 12, T3N, R1W, SLB&M; running thence along said Lot 5 the following five (5) courses: (1) N89°46'52"E 138.33 feet; thence (2) S19°00'00"E 223.98 feet; thence (3) S37°00'00"E 45.00 feet; thence (4) southwesterly along the arc of a non-tangent curve to the left having a radius of 50.00 feet (radius bears: S36°59'43"E) a distance of 34.91 feet through a central angle of 40°00'00" Chord: S33°00'00"W 34.20 feet; thence (5) N77°00'00"W 220.85 feet to a point on the easterly line of Lot 13, SOMERSET HOLLOW SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 510790 in Book 732 at Page 754 in the Office of the Davis County Recorder; thence along said Lot 13 the following five (5) courses: (1) S01°08'37"E 61.39 feet; thence (2) N60°00'00"W 117.94 feet; thence (3) N30°00'00"E 75.00 feet; thence (4) along the arc of a curve to the left with a radius of 394.30 feet a distance of 41.29 feet through a central angle of 06°00'00" Chord: N27°00'00"E 41.27 feet; thence (5) S66°00'00"E 47.16 feet to the westerly line of said Lot 5; thence along said westerly line N01°08'37"W 146.09 feet to the point of beginning.

Contains: 55,258 square feet or 1.27 acres+/-

PROPOSED LOT 1 DESCRIPTION

All of Lot 13, SOMERSET HOLLOW SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 510790 in Book 732 at Page 754 in the Office of the Davis County Recorder and a portion of Lot 5, SUMMER WOOD SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 703888 in Book 1037 at Page 1259 in the Office of the Davis County Recorder, located in the Northwest Quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the Northeasterly corner of Lot 13, SOMERSET HOLLOW SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 510790 in Book 732 at Page 754 in the Office of the Davis County Recorder, said corner located S89°46'52"W 1,342.71 feet along the Section Line and South 948.40 feet from the North 1/4 Corner of Section 12, T3N, R1W, SLB&M; thence S83°05'13"E 35.75 feet; thence S01°26'46"W 83.20 feet to the Southerly line of Lot 5, SUMMER WOOD SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 703888 in Book 1037 at Page 1259 in the Office of the Davis County Recorder; thence N77°00'00"W along said Southerly line 32.63 feet to the Southwesterly corner of said lot, said point also being on the Easterly line of said Lot 13; thence S01°07'45"E along said Easterly line 61.39 feet to the Southeast corner of said Lot 13; thence N60°00'00"W along the Southerly line of said lot 117.93 feet to the Easterly right-of-way of Kingston Road; thence along said street the following (2) two courses: 1) N30°00'00"E 75.00 feet; 2) along the arc of a curve to the left with a radius of 394.30 feet a distance of 41.29 feet through a central angle of 05°59'59" Chord: N27°00'00"E 41.27 feet to the Northwesterly corner of said Lot 13; thence S66°00'00"E along the Northerly line of said lot 47.16 feet to the point of beginning.

Contains: 12,528 square feet or 0.29 acres+/-

PROPOSED LOT 2 DESCRIPTION

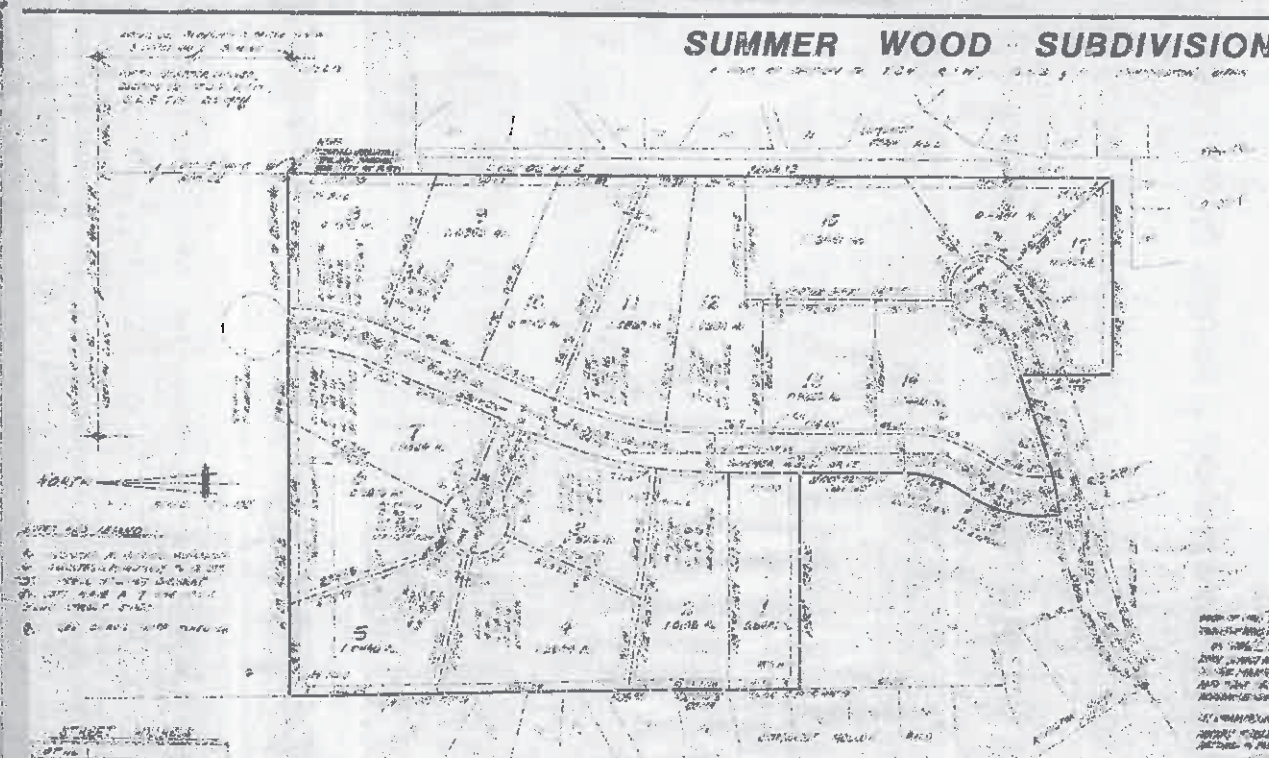
A portion of Lot 5, SUMMER WOOD SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 703888 in Book 1037 at Page 1259 in the Office of the Davis County Recorder, located in the Northwest Quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the northwesterly corner of Lot 5, SUMMER WOOD SUBDIVISION, according to the Official Plat thereof recorded as Entry No. 703888 in Book 1037 at Page 1259 in the Office of the Davis County Recorder, said corner located S89°46'52"W 1,345.62 feet along the Section Line and South 802.33 feet from the North 1/4

Corner of Section 12, T3N, R1W, SLB&M; running thence along said Lot 5 the following five (5) courses: (1) N89°46'52"E 138.33 feet; thence (2) S19°00'00"E 223.98 feet; thence (3) S37°00'00"E 45.00 feet; thence (4) southwesterly along the arc of a non-tangent curve to the left having a radius of 50.00 feet (radius bears: S36°59'43"E) a distance of 34.91 feet through a central angle of 40°00'00" Chord: S33°00'00"W 34.20 feet; thence (5) N77°00'00"W 188.22 feet; thence N1°26'46"E 83.20 feet; thence N83°05'13"W 35.75 feet to the East line of said Lot 5; thence N1°08'37"W 146.09 feet to the point of beginning.

Contains: Contains: 42,730 square feet or 0.98 acres+/-

SUMMER WOOD SUBDIVISION



SURVEYOR'S CERTIFICATE

[illegible]

SUMMER WOOD SUBDIVISION

[illegible]

DATE 26 FEBRUARY 1985

ACKNOWLEDGEMENT

[illegible]

OWNER'S DEDICATION

[illegible]

SUMMER WOOD SUBDIVISION

[illegible]

STREET NAMES

LOT NO.	
1	[illegible]
2	[illegible]
3	[illegible]
4	[illegible]
5	[illegible]
6	[illegible]
7	[illegible]
8	[illegible]
9	[illegible]
10	[illegible]
11	[illegible]
12	[illegible]
13	[illegible]
14	[illegible]
15	[illegible]
16	[illegible]
17	[illegible]

CURVE DATA

CURVE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
13	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
14	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
15	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
16	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
17	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

ACKNOWLEDGEMENT

[illegible]

AS INDIVIDUALS, AND AS KILLEN-DEL PARTNERSHIP.

[illegible]

DAVIS COUNTY RECORDER

[illegible]

PLANNING COMMISSION

[illegible]

FEBRUARY 1985

[illegible]

DISTRICT ENGINEER

CITY ENGINEER

[illegible]

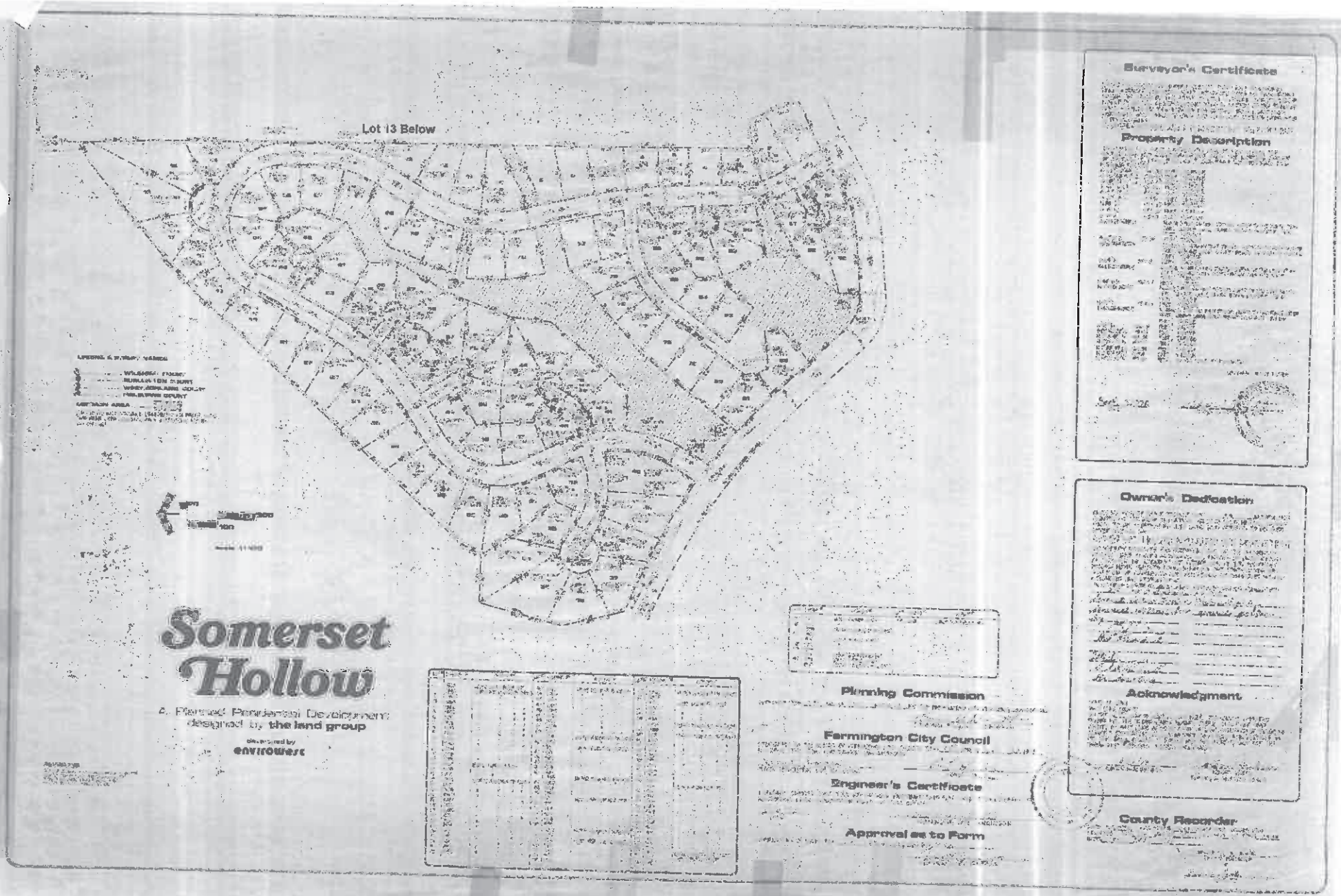
CITY ATTORNEY

[illegible]

CITY COUNCIL

[illegible]

CITY RECORDER


Lot 13 Below
Surveyor's Certificate
Property Description
Owner's Dedication
Acknowledgment
Planning Commission
Farmington City Council
Engineer's Certificate
Approval as to Form
County Recorder
Somerset Hollow
A Planned Residential Development
designed by the land group
developed by
envirowest

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 Hansell, Planning Department

Date: June 9, 2020

SUBJECT: **THE PRESERVE AT FARMINGTON CREEK, LLC IMPROVEMENTS AGREEMENT (CASH FORM)**

RECOMMENDATION:

Approve the Farmington City Improvements Agreement (Cash Form) between The Preserve at Farmington Creek, LLC and Zions Bank Corporation, N.A. dba Zions First National Bank for the above listed development.

BACKGROUND

The bond estimate for the The Preserve at Farmington Creek, LLC is $875,143.50, which includes a 10% warranty bond. The Preserve at Farmington Creek, 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 one year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Shannon Hansell

Shannon Hansell
Planning Department

Review and Concur,

Shane E. Pace

Shane Pace
City Manager

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between The Preserve at Farmington Creek, LLC (hereinafter "Developer"), whose address is 1268 W. Atrium Court Farmington, UT, 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 The Preserve at Farmington Creek, located at approximately 675 North 90 West, 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 $ 875,143.50.

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

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

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

3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of $ 875,143.50 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.

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
:ss.
COUNTY OF _____)

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

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if Developer is a Corporation)

STATE OF UTAH)
:ss.
COUNTY OF _____)

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

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if Developer is a Partnership)

STATE OF UTAH)
:ss.
COUNTY OF _____)

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

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On this 2nd day of June, 20 20, personally appeared before me Andrew Hiller who being by me duly sworn did say that he or she is the Sole Member of The Preserve At Farmington Creek LLC, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Jordan Jackson
_____
NOTARY PUBLIC
Residing in Weber, UT County, _____.

JORDAN JACKSON
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 703129
COMM. EXP. 10/30/2022

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 Hansell, Planning Department

Date: June 9, 2020

SUBJECT: **VISIONARY HOMES 2020 LLC IMPROVEMENTS AGREEMENT (CASH FORM)**

RECOMMENDATION:

Approve the Farmington City Improvements Agreement (Cash Form) between Visionary Homes 2020 LLC and Zions Bank Corporation, N.A. dba Zions First National Bank for the above listed development.

BACKGROUND

The bond estimate for the Visionary Homes 2020, LLC Arrowgate Phase 1 is $907,539.40, which includes a 10% warranty bond. Visionary Homes 2020, 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 one year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Shannon Hansell

Shannon Hansell
Planning Department

Review and Concur,

Shane E. Pace

Shane Pace
City Manager

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Visionary Homes 2020 LLC (hereinafter "Developer"), whose address is 50 East 2500 North, Suite 101, North Logan, Utah 84341, 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 Arrowgate phase 1, located at approximately 350 East and Shepard Lane, 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 $907,539.40.

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 $907,539.40 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.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as herein provided, and any withdrawals from the Deposit by the city shall not

constitute a waiver or 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 7th day of May, 2020

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

_____
Holly Gadd, City Recorder

DEVELOPER:

Visionary Homes 2020 LLC

By: _____

Its: Development Manager

STATE OF UTAH)
: ss.
COUNTY OF Cache)

On this 7th day of May, 2020, personally appeared before me Dallas Nicoll who being by me duly sworn did say that he is the Development Manager of Visionary Homes 2020 LLC a limited liability company, and that the foregoing instrument was duly authorized by the Managers of said limited liability company.

Kaye Lucherini
NOTARY PUBLIC
Residing in Logan Cache County, Utah.

KAYE LUCHERINI
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 05/15/2022
Commission # 700371

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 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: Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: 06/03/2020

SUBJECT: The Governor's Office of Economic Development Utah Outdoor Recreation Grant for the Project "THE FARM" Mountain Bike Park

RECOMMENDATION:

Approve the contract between GOED and Farmington City.

BACKGROUND:

The City has applied for and received one of the limited grants issued by State of Utah in 2020 for the intent of building the "THE FARM" bike park on 44+ acres of land at the mouth of Farmington Canyon and in part the USFS. The total sum of the grant is $125,000 – we must enter into a contract with the Governor's Office for it to be officially accepted.

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane Pace
City Manager

STATE OF UTAH CONTRACT
The Governor's Office of Economic Development
Utah Outdoor Recreation Grant

1. **CONTRACTING PARTIES:** This contract is between the State of Utah, Governor's Office of Economic Development, referred to as the State, and the following Grantee:

   Farmington City
   160 s main street
   farmington, Ut 84025

   Federal Tax ID: 87-6000225
   Legal Status of Contractor: Governmental Agency

   Contact Person: Brigham Mellor
   Phone #:
   Email: bmellor@farmington.utah.gov

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions under which the Grantee may obtain and maintain eligibility for Utah Outdoor Recreation Grant funding.

3. **AUTHORITY:** This contract is entered pursuant to the State's authority to administer funds under Utah Code § 63N-9-2 and Utah Administrative Code R357-16.

4. **CONTRACT PERIOD:**
   Effective Date: May 19, 2020
   Termination Date: May 18, 2022, unless terminated early or extended in accordance with the terms and conditions of this contract.

5. **CONTRACT AMOUNT:** The State awards and the Grantee accepts a potential grant award of up to $125,000.00.
   Fund: 2306
   Unit: 6272
   Appropriation: 2306
   Commodity Code: 99999

6. **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
   Attachment A – Standard Terms and Conditions for Grants
   Attachment B – Utah Outdoor Recreation Grant Terms and Conditions
   Attachment C – Scope of Work
   Attachment D –

7. **DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
   All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § and Utah Administrative Rule .

8. **CONTRACT EXECUTION:**
   Each person signing this contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

   BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE

HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

FARMINGTON CITY

Name:
Title:
Date:

THE STATE OF UTAH

Name:
Title:
Date:
Governor's Office of Economic Development

Name:
Title:
Date:
Governor's Office of Economic Development

Name:
Title:
Date:
Contract Number: 210633288
State of Utah
Division of Finance

Attachment A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
    1. "**Contract**" means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
    2. "**Grant Money**" means money derived from State fees or tax revenues that are owned, held, or administered by the State.
    3. **"Grantee"** means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
    4. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
    5. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
    6. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee's performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i)

Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.

10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.

12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.

13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.

14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.

16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.

18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the

State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

Attachment B: Utah Outdoor Recreation Grant Program Terms and Conditions

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:**
   a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work, and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
   b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
   c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
   d. All requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference though not attached hereto.
   e. The scope of work is hereby termed the Grantee's project, which shall commence within one hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.
   f. The Grantee agrees that the project area acquired, developed or improved pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
   g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible and safe for public use. Structures, trail and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership nor management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.
   h. The Grantee shall provide evidence that the infrastructure project has county, city or tribal approval and endorsement. An contract must be signed with the party who will maintain the recreational infrastructure for at least the next 10 years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof on continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.
   i. If the project is on federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
   j. All property on which Utah Outdoor Recreation Grant infrastructure funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy.) If the project crosses private property, as in the case of a trail, an contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
   k. The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
   l. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or close to a special management area it must first secure written approval from the DWR. DWR may

continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.

m. The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have 30 days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.

n. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

a. The Grantee is a municipality, county, tribal government, or non-profit corporation classified under U.S. Code § 501(c) and is physically located within the State.

b. The Grantee is not a for-profit entity; for-profit entities may not receive a Utah Outdoor Recreation Grant.

3. REPORTING:

a. Reports shall be provided by the Grantee to the State at least every six months, and no later than 60 days after the contract termination date. Each report shall include the following:

   i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Scope of Work;

   ii. A brief synopsis of the work completed in the previous six months; and

   iii. An outline of the work anticipated to be completed in the next six months.

4. FUNDING:

a. The Grantee shall not receive any grant funds until this contract is fully signed and executed.

b. Up to 75% of the contract Amount may be reimbursed prior to full completion of the Grantee's project. The remaining 25% of funds are contingent on completion of the Grantee's project, a final on-site inspection, and submission of the Final Report as outlined in the 2020 UORG Program Guide, which is available to the Grantee from the State and incorporated by reference to this contract.

c. In no event shall payments from the State to the Grantee exceed in sum the contract amount.

d. All funds are to be distributed in a post-performance manner, as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.

e. The State will not fund more than 50% of the eligible costs of the project's eligible costs. The Grantee must provide matching funds in an amount of at least 50% of the project's eligible costs.

f. At least 50% of the Grantee's required matching funds must be paid in cash.

g. Up to 50% of the Grantee's required matching funds may be provided through an in-kind contribution if:

   i. Approved in advance by the State;

   ii. The Grantee is a non-profit corporation or governmental entity; and

   iii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment C: Scope of Work.

5. REIMBURSEMENT REQUESTS:

a. Reimbursement requests received by the State after the contract termination date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.

b. The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:

   i. Copies of invoices and evidences of payment (checks, bank statements, etc.) for work done on the project;

   ii. Records of volunteer labor or other in-kind donations for work done on the project;

iii. Several photos to show the project is complete;
iv. A final report with the description of the project and other data requested by the State;
v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent;
vi. A letter of request on letterhead of the Grantee specifying the grant amount requested.

c. Requests shall be submitted to the State electronically, to the Program Manager in the Office of Outdoor Recreation and/or the Compliance Department of GOED. A link to the online portal will be sent to the Grantee upon the completion of the processing of this contract. The Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards the project.

6. **SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.

7. **AUDIT:**
   a. The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
   b. The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to (5) years from the date of this contract.
   c. The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representatives access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in documents incorporated by reference but not attached.

10. **ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Governor's Office of Economic Development is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Governor's Office of Economic Development name and official logo, and other appropriate attribution for the funding made possible by the office.

11. **ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's project proposal.

12. **STATE CONTACT PERSON:** The State designates the Director of the Office of Outdoor Recreation at the State, or their designee, as the contact person at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

13. **LICENSE TO PROMOTE:** The Grantee gives to State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

Attachment C: Scope of Work

New climbing trail
Forest Service connector trail
Beginner skills loop
Beginner downhill trail
Intermediate flow trail
Existing parking in several locations

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: Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: 06/03/2020

SUBJECT: International Mountain Bicycling Association Trail Solutions Program for the Project "THE FARM" Mountain Bike Park

RECOMMENDATION:

Approve the contract between IMBA and Farmington City.

BACKGROUND:

The City has applied for and received one of the limited grants issued by the International Mountain Bicycling Association Trail Solutions Program (IMBA) in 2020 for the intent of doing design work on the "THE FARM" bike park on 44+ acres of land at the mouth of Farmington Canyon and in part the USFS. The total sum of the grant is $8,000 – we must enter into a contract with the IMBA for it to be officially accepted.

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane Pace
City Manager

Brigham Mellor
Economic Development Director
City of Farmington
(801)939-9224

Via: bmellor@farmington.utah.gov

March 25, 2020

Dear Brigham,

Congratulations on the Trail Accelerator Grant award!

The following outlines IMBA Trail Solutions scope of work and fee for design development assistance on The Farmington Bike Park Project.

If you agree with the approach, please sign, scan, and return it to me.
Do not hesitate to contact me if you have any questions on the following scope of work and fee estimate.

Sincerely,

Michael D. Repyak

Michael Repyak, Director of Planning and Design
International Mountain Bicycling Association Trail Solutions Program
Mike.Repyak@imba.com

Project Understanding and Approach

During IMBA's review of City of Farmington's Trail Accelerator grant application and additional conversations, Trail Solutions (TS) staff gained an understanding of the City's needs and desired deliverables that sets a framework for guiding this trail project.

As described in the City's application there is a strong need for progressive purpose-built mountain bike trails in the Farmington area:

> *"We boast 150 mile of trail in our community, but none are what would be considered " Mountain Bike trails" either they are paved, too steep for biking, or far too short to be significant for a mountain bike ride. We have about 150 to 200 kids in the area that are involved in Mountain Biking Teams, so the demand is great."*

TS proposes a structured process of field-based terrain assessment that will guide the selection of the best corridors for the desired trails. The client and local stakeholders will be engaged to guide the process and ensure that the designs allow for the high-quality trail experiences that riders need.

TS terrain assessment and trail corridor design practices will result in field markings and a document that guides procurement and implementation.

Scope of Work

TASK 1 – Project Initiation and Preparation

- Discuss project goals and objectives with client and coordinate site visit and meeting schedules.
- Obtain and review available spatial data.
- Create base map to be used for planning and design exercises. The map will be complete with project area extent, existing site conditions, topographic contour information, and current aerial photo.
- One (1) Trail Solutions staff will travel to Farmington, NM. to initiate the fieldwork and meet with client and appropriate stakeholders.

TASK 2 – Terrain Assessment Fieldwork

- Kickoff meeting with client, land manager, and stakeholders – outdoor meeting location with no more than 5 people in attendance. Larger groups will need to provide written input.
- A terrain assessment will identify existing infrastructure, existing trails, and locate opportunities in the planning area. This fieldwork will include the evaluation of up to 75 acres of terrain.

TASK 3 – Trail Corridor Design Fieldwork

- The Trail Specialist will identify and design up to 5 miles of trail corridors within a 50ft wide buildable corridor. These corridors will provide opportunities for the future build team to take advantage of natural features and encourage creativity during construction.
- TS will meet with the client, land manager, and stakeholders for a briefing to report general outputs of the fieldwork and discuss the direction of deliverables – outdoor meeting location with no more than 5 people in attendance. Larger groups will need to provide their own written summary to their teams.

TASK 4 – Map Deliverables

- Digital mapping data captured during field efforts will be refined and deliver to the client as KML or SHP formats.
- A map graphic depicting the trail corridors and key features will be delivered to the client.
- Develop a design brief discussing the key findings, trail corridors, and next steps for moving the trail corridors towards procurement and implementation.

Fee Estimate

The Farm Trail Design - Farmington, UT			
		Expenses	Fee
TASK 1 PROJECT INITIATION AND PREPARATION			
1.1	Project initiation and synchronization		$ 425
1.2	Obtain spatial data for project		$ 615
1.3	Create project basemaps		$ 615
1.4	Travel to/from Farmington, UT - One (1) TS		$ 1,130
		TASK 1 SUBTOTAL	*$ 2,785*
		TASK 1 EXPENSES	*$ 1,110*
TASK 2 TERRAIN ASSESSMENT FIELDWORK			
2.1	Kickoff meeting with client and stakeholders		$ 370
2.2	Terrain assessment of study area (<75 acres) identified by client		$ 925
		TASK 2 SUBTOTAL	*$ 1,295*
		TASK 2 EXPENSES	*$ 265*
TASK 3 TRAIL CORRIDOR DESIGN FIELDWORK			
3.1	Design and flag up to 5-miles of trail corridor within a 50ft buildable buffer		$ 4,620
3.2	Client and stakeholder debrief to present results of fieldwork		$ 370
		TASK 3 SUBTOTAL	*$ 4,990*
		TASK 3 EXPENSES	*$ 2,000*
TASK 4 DELIVERABLES			
4.1	Refine Digital Mapping Data		$ 1,230
4.2	Develop Map Graphic		$ 980
4.3	Develop Design Brief		$ 1,345
		TASK 4 SUBTOTAL	*$ 3,555*
TOTAL LABOR COSTS			*$ 12,625*
ESTIMATED EXPENSES		*$ 3,375*	
[illegible]		*$*	*16,000*
TRAIL ACCELERATOR GRANT		*$*	*(8,000)*
[illegible] COST TO CLIENT		*$*	*8,000*

- Trail Solutions will bill this project on a Cost-Plus Expenses basis.
- Total labor fee is estimated to be $12,625.00
- Expenses are estimated to be $3,375.00 - this includes travel costs, lodging, and meals.
- **Total project costs = $16,000.00**
  (The City of Farmington is responsible for $8,000.00 when accounting for the TAG 50% match)

Agreement

This document sets forth the agreement for retention of **International Mountain Bicycling Association** (herein referred to as "TS") to provide services to **City of Farmington** (herein referred to as "Client") in connection with the above-noted project. The basis of IMBA's Trail Solutions retention is described above and in the attached Conditions document.

$2,500 is due within 30 days of signing this agreement. This covers TS' project initiation costs and travel expenses for the planning site visit.

Approved for **City of Farmington**

By _____

Name & Title _____

Address _____

Date _____

Approved for International Mountain Bicycling Association

By Michael D. Repyak

Name & Title Michael Repyak, Trail Solutions Director of Planning and Design

Date March 25, 2020

The Farm Design TAG_200325_v1.0.docx

Enl: Conditions

Conditions:

The following conditions will apply to the work performed by Trail Solutions:

1) Client will provide assistance to TS as needed during the project to ensure sufficient transfer of knowledge to aid the efficient execution of the project scope.
2) Specific start and finish dates will be determined by: weather conditions; site access conditions; vegetation; availability of Client's personnel, other stakeholders, and of TS staff; and other factors. TS will not be responsible for project delays or failures caused by any factors out of their control, including, but not limited to: weather; ground conditions; and/or legal access.
3) Client is responsible for stakeholder coordination, including: arranging meetings; providing a meeting room, projector, screen, and other materials; and providing contact information for stakeholder groups. Participation in formal public meetings is not part of this scope.
4) TS reserves the right to refuse to perform, promote, or execute any designs or proposals that are not, in TS' opinion; sustainable, environmentally or socially sound, and/or in the best interest of affected parties.
5) In order to be most efficient TS reserves the right to move hours between tasks without the expressed permission of Client.
6) Client will obtain all necessary permits/permissions.
7) Client will provide all listed items that they currently have available, in electronic (ESRI shape-file) format. This map information will include but is not limited to:
   - Property boundaries
   - Contour lines
   - Designated use areas
   - Vegetation cover
   - Hydrologic information
   - Wetlands
   - Utility locations
   - Active and inactive roads
   - Trail alignments
   - Special biological or habitat zones
   - Structures
   - Archeological sites
   - Any other relevant area management data
8) All property boundaries for the subject site shall be clearly identifiable and obvious. In the event that there are any questions regarding the location of property boundaries, the Client shall provide immediate assistance in determining their location. TS shall bear no responsibility or costs for efforts that cannot be accurately completed because of lack of accurate boundary information

9) To reduce costs all materials (e.g., maps, reports, notes, photos, data layers, etc.) will be provided in electronic format only.
10) TS reserves the right to utilize the resulting work in promotional and/or marketing materials.
11) Any additional fee-based work outside the scope of this project shall require explicit approval by the Client before being executed.
12) Comments on the draft plan to TS from the client shall be delivered only once and in the format of a succinct, inclusive response.
13) Payment for services shall be rendered within 30 days of invoicing. Invoices shall be submitted following the completion of the relevant task
14) This proposal is valid for 20 days from the date of issue. After that time, TS reserves the right to revise or rescind the offer for its services.

FARMINGTON CITY – CITY COUNCIL MINUTES

MAY 5, 2020

WORK SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Scott Isaacson, Shawn Beus, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; Finance Director Greg Davis; and Recording Secretary Deanne Chaston.

TENTATIVE BUDGET REVIEW

Mayor **Jim Talbot**, City Manager **Shane Pace**, City Recorder **Holly Gadd** and Finance Director **Greg Davis** were all physically present at City Hall, but were practicing social distancing. The meeting was held electronically via Zoom. The work session was held to review the tentative budget. **Pace** said **Davis** has worked night and day since the pandemic hit to get this budget together. This was the first budget **Davis** has prepared for Farmington since being hired, and **Pace** said it was conservative and will help the city move forward, setting aside money in the fund balance.

Davis said tonight the City Council would consider adopting a tentative budget. Further budget discussions are scheduled for May 19 and June 2. On June 9, a public hearing and budget discussion is scheduled. An additional budget discussion could be held on June 16 if needed. The budget and certified tax rate must be adopted by June 30.

Davis said the City budgets for entities including governmental funds and business-type funds. Governmental funds include: general fund, department operations, special revenue funds including two RDAs, debt service funds (with four individual funds), capital improvement funds (with six individual funds), and a permanent fund (for perpetual cemetery care). He said that unlike other cities, Farmington does not have recreation in the general fund. The general fund is the City's primary operating fund. It accounts for all financial resources of the general government. except those required to be accounted for in another fund. This fund provides the general services of Farmington for which user fees are not generally charged. Revenue and other sources of funds are recommended at approximately $11,331,000. Expenditures and other uses of funds total approximately $11,481,000. To balance the revenue and expenditures, administration is recommending to use approximately $150,000 of the fund balance.

Business-type funds, or enterprise/proprietary funds, include: water, sewer, garbage, storm water, transportation, ambulance and recreation.

Davis said the budget includes no change to the tax levy and no new debt. A decrease in sales tax revenue due to the pandemic, an increase in swimming pool rates, and the 3 percent increase in water fund rates have been discussed at previous City Council meetings. Before the pandemic hit, it was predicted that sales tax revenue would increase, but things have changed and made sales tax revenues difficult to project. From Fiscal Year 2017 until the pandemic, sales tax revenue had been trending upward, including a phenomenal December of 2019. February was greatly impacted, and March's numbers will not be available until the end of May. **Davis** said he

hopes for a normal December in 2020, and for the rest of the fiscal year after that. He projects sales tax revenues of $4.7 million in FY 2020 and $5.15 million in FY 2021. He noted that a new liquor store will be coming on line in the near future, which will increase sales tax revenue in FY 2021 after a greatly deflated FY 2020.

It will be difficult to project this fiscal year, and the City Council may find it necessary to amend the FY 2020 budget in the future. Revenue decreases include that City Hall will be losing $54,000 annually when a tenant leaves July 1 and a liquor law allotment of $22,000.

At this point, for FY 2020, **Davis** said he predicts a total reduction in revenue of $359,000 related to just the pandemic. These decreases include $160,000 in sales tax revenue; $12,000 in transient hotel room tax revenue; $124,000 in Class C Roads; $40,000 in local transportation sales tax; $2,000 in park bowery rentals; and $21,000 in delinquent property tax from prior years. Overall the City experienced a loss of $868,000 in revenues, and therefore has to reduce $868,000 in expenditures.

One-time expenditures will be reduced a total of $1,064,765 in FY 2021 compared to the year previous, including: $8,200 for removing the fire station network server; $10,000 for cancelling Festival Days; $24,000 for removing the Council Chambers sound system; $38,000 for removing municipal elections; $75,000 for removing business park marketing; $209,000 in pandemic-caused reductions, Class C funded work; and $780,000 in a change in interfund transfers. Ongoing expenditure reductions include $10,000 in business insurance and $30,000 in economic development incentive annual payments.

Davis said sales tax revenue is the City's largest source of funds in the general fund. Other sources include local transportation sales tax; Class B and C road fund funds distributed by the Utah Department of Transportation (UDOT); Festival Days; park bowery rentals; transient hotel room taxes; and recreation fees that have stopped due to the pandemic, necessitating a refund for spring sports. He said street maintenance will continue at its full level, after adjusting for a slight reduction in Class B and C funding from UDOT. Taxes account for $9,362,000, or 82 percent of the City's revenue for FY 2020. This includes $5,140,000, or 45 percent, from sales tax; $2,072,000, or 18 percent, from property tax; $1,249,000, or 11 percent, from energy sales and use tax (electricity and natural gas); and $901,000, or 8 percent, from other various taxes.

Councilwoman **Amy Shumway** asked if Farmington's revenue sources are at healthy percentages compared to other cities. **Davis** said he has not done a comparison to other cities, but it is typical to Salt Lake City's when he was an employee there. He said there is a lot the City doesn't have control over. For example, Farmington receives sales tax according to a formula based on point of sale. **Pace** said Farmington is higher than the average considering sales tax revenue, and lower considering property tax revenue. He said a very successful commercial project at Station Park allows the City to not raise property tax.

Mayor Talbot said it is important to look 20 to 30 years out because retail can be cyclical, going high then needing to be reinvented eventually. Focusing on the business park will take land that is in green belt now and convert it to a higher property tax rate, eventually increasing property tax revenues to the City. That will complement the strong retail sales tax revenue. **Pace**

reminded that residential property is taxed at half its value, but business and commercial property is taxed at full value.

Some expenditures have been impacted by the pandemic such as an increased need for overtime pay for police officers, hand sanitizer, and face masks. To cover these increased expenses, **Davis** said the City received a $3,000 payment from the CARES Act based on population. He does not anticipate getting much more funds to help with that. Getting funding from FEMA would require exceeding a certain dollar amount and needing a funding match. **Davis** said it may not be worth the City's time to put together a FEMA reimbursement request.

Davis offered strategies to get through FY 2020 and FY 2021, which begins this July. These include: reduce spending; no optional items will be funded; delay the purchase of equipment; not extend employee raises for a cost of living adjustment; cancel annual Festival Days that was to be held in July of 2020; and the recreation employees who usually run the City's baseball and swimming will instead participate in park maintenance. He said that while City departments submitted many reasonable requests totaling hundreds of thousands of dollars, all must wait. **Pace** noted that a tax covering a Police building bond will come off the tax rolls soon, so taxes will actually go down.

The $11,481,000 of expenditures in the proposed budget includes: $7,148,000, or 62 percent, in payroll; $2,429,000, or 21 percent, for supplies and services; $1,068,000, or 9 percent, for capital outlay and improvements; and $836,000, or 7 percent, in transfers out to other funds. Expenditures are needed to operate departments including: administration for the city, including government buildings; community development, including planning, zoning and inspection; economic development; engineering; fire; legislative branch of government; parks and cemetery maintenance; police; and public works (includes funds for street maintenance activities using distributions of transportation sales tax and Class B and C). As in most years, the FY 2021 budget recommends using all the funding from UDOT for street maintenance projects. This is in addition to maintenance made possible with the Transportation Utility Fee accounted for in a separate, business-type fund.

Davis said some increased expenditures are unavoidable such as the continuation of basic service levels, state retirement contribution increases, contractual increases on individual funds, service-level increases of $20,000 related to the baseball complex coming online, and $150,700 in health insurance increases. Other increases include a $22,500 Spillman software update for the Police Department. **Mayor Talbot** said health insurance will increase due to the fact that many employees from other municipalities across the state are suffering, and the same company provides health insurance to many of those municipalities. **Davis** said the PEHP contract helps the City negotiate the best health insurance rates possible. He said they best they could do for Farmington was a 4.9 percent increase. **Pace** said the City could go back and talk with Gallagher about rates. He has been impressed with past years, with zero increase for several years in Farmington while other municipalities have experienced increases in the double digits. He said the cost is based on use, and Farmington's use is up this year. The increase initially came in higher than 4.9 percent, but Gallagher negotiated it down.

Davis said it is important to keep the business park development project moving, including infrastructure that is starting to be put in the ground. Engineering and design costs associated with that project are necessary.

The fund balance for the general fund—sometimes referred to as the "rainy day fund"—will be reduced in this year's budget. The State limits the fund balance to a maximum of 25 percent of the budget, and Farmington has always had close to that maximum. **Davis** said from 2011, the fund balance was ending up a lot higher each year due to less spending in operations or on projects. He said this year's budget uses some of that fund balance, helping to mitigate the effects of decreased sales tax revenues.

Pace said they will be careful not to use all the fund balance, in case there is a second wave of Covid in the community in the next six months that could negatively affect the economy. **Davis** agreed, saying it is important to have a first and second back up in case of a resurgence of the virus. Councilman **Brett Anderson** asked if the State Legislature could be lobbied to increase the 25 percent limit on the fund balance, so Farmington could maintain a "savings account" with a higher limit. **Pace** said there has been no talk to do that, since there is no strict penalty aside from a "nasty letter" from the State if the City maintains a fund balance higher than 25 percent. He said the City has had over the 25 percent fund balance for several years.

Mayor Talbot said that despite some residents criticizing the City's growth, growth in the retail area and being smart fiscally with the budget has helped save Farmington. He said many other mayors would like to be in Farmington's "remarkable" situation, where the City still has $150,000 in the fund balance. He said it is smart to put some money away, and this is a healthy savings account. **Pace** said that the City's former finance director **Keith Johnson** was good at saving money. **Davis** said it has been helpful to have fund balances in various funds. In addition, he said Farmington has a broader type of sales tax base that is not as vulnerable as other cities'.

Councilman **Shawn Beus** expressed some heartburn of holding off on employee raises, saying it may impact staff morale and productivity. **Pace** said he would rather be conservative now and not give a raise, with the promise to look at the possibility of a raise in January. He doesn't want to be in the position that a reduction in force is necessary in January because of a raise given in July. Already, payroll is 62 percent of the City's budget, or one of the largest costs. He said feedback from the employees so far has been that they are grateful to still have a job when others are losing their jobs. **Mayor Talbot** agreed, saying that over the recent years the employees have had continual raises and have been loyal to the City. Now, Farmington employees are not the highest or lowest paid.

REGULAR SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Scott Isaacson, Shawn Beus, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Finance Director Greg Davis; Assistant City Manager/Economic Development Director Brigham Mellor; City Attorney Todd Godfrey; Assistant City Manager/City Engineer Chad Boshell; Planning and GIS Specialist Shannon Hansell; Public Works Director Larry Famuliner; Recording Secretary Deanne Chaston; and applicant Guy Haskell.

CALL TO ORDER:

Mayor **Jim Talbot** called the electronic Zoom meeting to order at 7:00 p.m. **Mayor Talbot**, City Manager **Shane Pace**, and City Recorder **Holly Gadd** were the only attendees physically in the City Council chambers.

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

Councilman **Scott Isaacson** offered the invocation, and the Pledge of Allegiance was not held.

PRESENTATIONS:

Resolution Appointing Certain Officers to Farmington City

Mayor Talbot said it has been a great seven years to be mayor in the City. Station Park helped the City to grow up, and helped in the City not having layoffs with employees. It is a remarkable time, and the coming up of the business park will help the City for the next 50 years, keeping the city a healthy and strong place to live. He said the three individuals receiving new appointments tonight are outstanding.

Pace said **Ray White**, who has worked with the City as the Public Works Director for over 38 years, is retiring at the end of the month. Staff held a recruitment to fill the position and interviewed City employees **Larry Famuliner**, **Chad Boshell** and **Cory Brazell**. With 20 years of experience running the City's water system, **Larry Famuliner** was chosen to replace White.

Pace said that due to the amount of daily work needed to move the business park forward, he and the mayor have decided that assistant city managers working in their areas of expertise are now needed. In the past, former finance director **Keith Johnson** also served as assistant city manager. City code allows **Pace** to delegate things to department heads or individuals. **Brigham Mellor** was named as Assistant City Manager/Economic Development Director. **Chad Boshell** was named Assistant City Manager/City Engineer. Both have Masters degrees and are very marketable, and it would be hard for the City to lose them as employees at this point. **Famuliner**, **Mellor** and **Boshell** are trustworthy, have shown great work in the past, and are great team members.

Mayor Talbot said all three employees are excellent. Councilwoman **Amy Shumway** said she was grateful to these three individuals for helping her understand items as she has become a new council member. Councilman **Shawn Beus** said he was grateful that the reorganization plays to

the strengths of the individuals. Councilwoman **Rebecca Wayment** said this is a huge win for the city, and she is grateful to figure out a way to keep everyone.

Famuliner said this position is very humbling to him, and he is proud to say he works for Farmington City. He said he has become best friends with **White** after working with him for 20 years. He said he would be fiscally and ethically responsible for what comes through the Public Works Department in the future.

Boshell said he would like to thank **Mayor Talbot** and **Pace** for this opportunity. He has loved working for Farmington for the past 6.5 years, and is excited to take a more active role in the business park.

Mellor said he is excited to work under **Pace** and learn from him as a mentor. After working for three different municipalities, he said Farmington has been the best organization so far. He said as part of the team, they now have the opportunity to be exemplary in how to build the community right while many others throughout the state watch.

Councilman **Brett Anderson** moved to approve the resolution appointing **Larry Famuliner** as Public Works Director; **Brigham Mellor** as Assistant City Manager/Economic Development Director; and **Chad Boshell** as Assistant City Manager/City Engineer.

Councilman **Scott Isaacson** seconded, followed by a unanimous vote.

Mayor Talbot said Public Works employee **Cory Brazell** will be instrumental in moving that department forward. He said it is good that the space above City Hall will now be available in July, as there will be some moves to bring people into that space to set up shop there. It will help to have employees closer and more united as things move forward.

Resolution Adopting the Tentative Budget for Fiscal Year 2020/2021 and Setting the Public Hearing for June 9, 2020

Mayor Talbot said the Council had spoken about budget issues during their work session prior to the Council meeting.

Finance Director **Greg Davis** reviewed the timeline the City Council had to set a budget, and the governmental funds and business-type funds that had to be budgeted. He made two changes to what was in the packet including the governmental funds required to balance the budget, using that balancing figure to tap into the fund balance or contribute to the fund balance as an increase. Fiscal Year 2020 does not recommend any transfers from other funds. There is about $400,000 less in revenues due to the pandemic. He reviewed the strategies that will be used to balance the budget including only spending money on critical items; delaying or reducing expenses, supplies and services; and holding off on market or cost of living adjustments to payroll. At the same time, some increased spending is necessary on contractual increases in services and employee benefit rates.

Davis said the administration has used tactics to balance the budget and not tap into the fund balance to a large degree. In prior years, the City was tapping into the fund balance about $800,000 to $900,000. This budget is only tapping into the fund balance $150,000. The

proposed budget continues service levels, does not increase the tax levy, and has one tax dropping off because of a general obligation bond pay off. Street maintenance will continue, as there is only a very slight reduction in funding for street maintenance projects. There is no new debt. There is a reduction in equipment purchases. However, there is a large increase in funds for projects in the City related to the development of the business park including engineering, planning, and design. The water fund will increase rates slightly after 10 years of no increase to keep pace with increasing operation costs and construction. This will help repair old infrastructure as well as sustain the water service in the growing community and into the business park.

Key changes include the City is down $868,000 in revenue, and therefore will spend the same amount less in expenditures compared to Fiscal Year 2020. Money will be transferred from the Recreation Fund to be used elsewhere. **Davis** said the City is holding to current budgets while hoping for future revenue increases for more "breathing room."

Councilman **Isaacson** asked how the possibility of bonding for future water projects fits into the budget. **Davis** said there is a choice on whether to bond or dip into cash reserves. He said in Fiscal Year 22 the City may need to do some bonding to make it work while also maintaining some cash reserves. **Pace** said the water study reviewed in a past Council meeting projected the bond would not be needed until Fiscal Year 2022. There has not been a decision yet about moving forward with the well, and there may be a chance it needs to be done in Fiscal Year 2021.

Councilman **Beus** asked when the new state liquor store is projected to hit the market. **Pace** said revenue may come in the end of Fiscal Year 2021. For now, the property has been graded and it is unsure how quickly it will be built. **Beus** said it makes sense to hold off increasing employee wages at this time, but wants to re-evaluate that in December.

Mayor Talbot said he wanted to give a shout out to **Davis**, who has come in and stayed many nights trying to jump in and understand the budget. He has not skipped a beat. He is happy to have **Davis** help with the budget for the next many years, as he has the needed expertise, is a valued financial leader, and is ethical and conservative.

Motion:

Isaacson moved to adopt the tentative budget attached as Exhibit A with two changes by the finance director, with notice of a June 9 public hearing, to consider final adoption of the budget. The two changes as noted by **Davis** include: Contribution to the fund balance of $11,500 in the permanent fund and a net contribution or increase to fund balance within the special revenue funds, totaling $635,550.

Wayment seconded the motion, followed by a unanimous vote.

PUBLIC HEARINGS:

Zone Text Amendment – Alternative Lot Size (ZT-8-20)

Mayor Talbot noted how the public can give public comment in electronic meetings. There is a way to electronically raise your hand, at which point City Recorder **Holly Gadd** can recognize the person raising their hand and take them off of mute. The person giving comment should state their name and address, followed by three minutes of comment.

Community Development Director **Dave Petersen** presented this agenda item. In 2014, the City adopted an "alternative lot size" for single family and agriculture zones set forth in the zoning ordinance. At the same time, they provided a method for property owners to obtain additional lots through a transfer of development right (TDR). In so doing, the alternative lot size inadvertently became a non-option in conventional subdivisions. It is believed the intention was to offer an alternative lot size to property owners so long as the overall number of lots in a subdivision did not exceed the total number of lots possible in a conventional subdivision yield plan. That is, the City desired to offer some flexibility to property owners, but not at the expense of increasing residential densities.

Petersen said this agenda item currently only involves the TDR, and does not provide an option for flexibility for a conventional subdivision to keep the same rooftops. This is benefiting a person with a larger lot that should be able to divide lots conventionally, choosing to have one smaller, as long as it does not exceed what he would have gotten conventionally. **Petersen** said that staff would like the minimum alternative lot size moved to 15,000 square feet in the LS and Agriculture Estates (AE) zones.

Mayor Talbot said he went through this extensively with **Petersen** and **Pace**.

Mayor Talbot opened the Public Hearing. Nobody asked to address the Council on the issue. **Mayor Talbot** closed the Public Hearing.

Councilman **Shumway** asked how to see what public was electronically attending the meeting. At that point, only **Mellor** and **Eric Isom** showed as attending.

Isaacson said he was confused on the wording of Item 2, and suggested alternative wording for clarification. **Mayor Talbot** thanked the Council members for reviewing things carefully so that City ordinance can be made more clear.

Motion:

Councilman **Brett Anderson** moved to approve the enabling ordinance that amends the Zoning Ordinance related to alternative lot size, noting a change in Exhibit A from a minimum of 12,000 to 15,000 square feet in the LS and AE zones for alternative lot sizes. The motion included Findings for Approval 1-4, and the edits referenced on the record by Councilman **Isaacson** for paragraph B1 on 0-40 and 0-50.

Findings for Approval include:

1. The amendments do not increase residential densities under an administrative conventional subdivision alternative consistent with the Farmington City General Plan and the 2014 zone text amendment.
2. The recommendation provides a property owner greater use of his property without unduly increasing the number of lots in a neighborhood.
3. In the event the City Council deems that a TDR lot (or lots) are necessary, leaving the size of such lots at the discretion of the City provides the council flexibility to do what is best for the community as specific circumstances unique to a given situation may warrant it.
4. On April 9, 2020, the Planning Commission recommended that the City Council approve the amendments.

Shumway seconded the motion. All Council members voted in favor, as there was no opposing vote.

Zone Text Amendment – Accessory and Secondary Dwelling Units

Planning and GIS Specialist **Shannon Hansell** presented this agenda item. On October 29, 2019, the City adopted a moderate-income housing plan as part of the General Plan in response to Senate Bill 34. As part of the bill, municipalities must implement at least three to four of 23 strategies set forth in the legislation. Farmington selected eight for its moderate income housing plan. The proposed zone text amendment seeks to fulfill, in part, one of those strategies.

In 2002, Farmington adopted an ordinance on accessory dwelling units. Most commonly, accessory dwelling units (ADU) are attached or detached dwelling units subordinate to single-family homes. However, Farmington's definition delineates detached units as an ADU, and attached units as secondary dwelling units (SDU). For both definitions, the owners must live on site. Only attached units SDU can be rented to non-family members, whereas detached units ADU can only be used by members of the owner's family

This amendment proposes amending the zoning ordinance to combine the definition of attached and detached dwelling units to allow rental by non-family members, but owners will still be on site. This is a step in implementing the moderate housing plan by allowing more rental opportunity within Farmington. Additionally, this change would better align Farmington's accessory dwelling policy to that of other local municipalities, many of whom already implement this definition.

Mayor Talbot said while this allows flexibility for moderate income housing, he likes that there is still teeth in it, or that the owner of those units must dwell there.

Mayor Talbot opened the Public Hearing. Nobody addressed the Council on the issue. **Mayor Talbot** closed the Public Hearing.

Beus said he agrees with the Mayor and thinks this is a great change. It streamlines the process, makes it simpler, and makes it more appealing for people to apply for this. He said he is passionate to move the ball forward on moderate income housing.

Isaacson said while he agrees with the concept, he wanted to know if a conditional use permit (CUP) would be needed before a basement could be rented out. **Pace** said yes, and also that certain building code standards would also need to be met.

Petersen said meeting building code standards is a bigger hurdle than getting a CUP. He said that in the last 18 years, they have approved one to two a year on average. When they have been approved, there has been no controversy and they rarely get public comment. Building officials statewide are trying to make moderate income housing more simple. As such, there may be more upcoming changes to the building code.

Beus moved to approve the ordinance amending the Zoning Ordinance related to accessory and secondary dwelling units and include Findings for Approval 1-4.

Findings for Approval include:

1. The amendment fulfills a strategy from Farmington's moderate-income housing plan, in agreement with the General Plan.
2. The amendment creates rental flexibility in Farmington, providing moderate income housing options to more citizens.
3. The amendment would support consistency between Farmington zoning ordinance and other local municipalities.
4. On April 9, 2020, the Planning Commission recommended that the City Council approve the amendments.

Wayment seconded the motion. All Council members voted in favor, as there was no opposing vote.

NEW BUSINESS:

Master Agreement with Utah Department of Transportation (UDOT) for the West Davis Corridor City Utility Work

Mayor Talbot said that this is a big deal, and that City Engineer **Chad Boshell** and City Attorney **Todd Godfrey** were very familiar with the agreement.

Boshell said that City staff has been working closing with UDOT employees and consultants. He said the agreement is that they will start construction and design simultaneously, and the City will see the designs piece by piece, staying alert to where it will impact city infrastructure. For example, 1100 West will have to be rerouted and water lines will have to be relocated. Once the City gets the design piece, it must review and get back to UDOT in a timely manner. If there is something the City wants to enhance, then the City will have to fund the associated costs of betterment. He said it won't necessitate legal looking at every contract, and will simplify and expedite the process. **Boshell** said **Godfrey** and numerous City staff have looked at this, and they recommend approval of the master agreement so the City can keep moving forward with West Davis infrastructure.

City Attorney **Godfrey** said agreements such as these act to facilitate a broader project. He has seen this form of agreement from UDOT a dozen times in the last three to five years. While the

language is burdensome and a bit unclear, in dealing with UDOT on these sorts of projects, how they have to do it is governed by others. UDOT has the burden of cost to reconstruct and relocate City facilities. The only issues the City will have is if they want to do betterments to go along with UDOT's reconstruction and relocation. If the City doesn't agree to how UDOT is going to do something, the state administrative code makes it clear not to live the City in any worse position than they are already in. He said while he doesn't like the form or the language, the functionality over the years works fine. The more important agreements will come with how UDOT is going to do it.

Isaacson said that some of the deadlines for the City to act are pretty short, and asked if they are reasonable. **Boshell** answered that that was likewise a concern for City staff, but he feels they can get the review to them quickly since City staff is familiar with the system and what the City wants. He said that after more than 50 meetings with UDOT about this, he feels Farmington has pushed its case hard enough that UDOT has heard. He said the Public Works Department has been very involved so far, and has carefully considered plans for water and storm drains. As such, staff is very familiar with the issues and can review things quickly. **Boshell** is more concerned with the approval of supplemental agreements. He said he and **Godfrey** worked out wording that approval would be per the City Council, which would allow time to get items on the Council agenda. UDOT agreed to the language reluctantly.

Godfrey said he does not anticipate all would come before the Council, especially the mundane ones. City Council action would potentially be needed when there is a change sought to what UDOT proposes, or if there is a proposed betterment. He said UDOT would be reluctant to have to come before the City Council.

Isaacson noted a capitalization error on Page 8. **Godfrey** said that the City's redline saw that issue as well. **Mayor Talbot** said that change would be done.

Motion:

Wayment moved to approve the Master Agreement with UDOT for the West Davis Corridor city utility work.

Shumway seconded the motion, which received a unanimous vote.

Mayor Talbot said that **Godfrey** would like to have a roll call vote whenever the City Council votes on a zone text amendment following a public hearing. The record must note that there were no opposing votes and that all voted in favor.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including approval of minutes from February 18, March 3, April 7, and April 14, 2020; Red Barn Farms Improvements Agreement; and Surplus Final Cache of Aging Extrication Equipment.

Isaacson asked about the Red Barn Agreement, which was between Red Barn and the City. There is a reference in the cover letter to Zions, but there is no reference to Zions in the agreement. He also noticed a blank on the form for number of months. **Pace** said the bond is posted with Zions Bank, and that Red Barn Farms is a nonprofit corporation. **Godfrey** said it is a standard for cash deposits with the City, and he doesn't think it needs to be further reviewed. **Hansell** said the blank needs to be filled in with the number 12.

Motion:

Shumway moved to approve the Summary Action list items 1-6 as noted in the staff report.

Beus seconded the motion, which was unanimously approved.

OLD BUSINESS:

Sydney Corner Phase 2 – Additional Lots

Mayor Talbot mentioned that this item had been discussed extensively in the last City Council meeting. The Council considered two options: approving the TDR agreement, or tabling the item to allow time for the Planning Commission to recommend a text amendment enabling the City to provide additional lots/dwelling units as an incentive to mitigate blight.

Petersen noted that Building Official **Eric Miller** performed an inspection of the existing home on-site and determined that the dwelling/property constitutes blight pursuant to the building code and state code. He found several code violations, as well as huge code and safety problems. He said the home should be demolished. In Phase 1 across the street, developer **Jerry Preston** needed help to remove a home to make it work, so TDR tools were used at the time. For Phase 2 currently being considered, the applicant made an offer to purchase the property based on getting four units. **Petersen** said it doesn't make sense to give an incentive to someone to clean up blight, or to charge them for an incentive.

Mayor Talbot said that if the Council wanted, they could mirror what had happened on Phase 1, then get different language of how to deal with blight moving forward. **Godfrey** said it is more of a policy question than a legal question.

Applicant **Guy Haskell** said he looked at the property in question after building three homes in Phase 1 across the street. He made an offer on the land in Phase 2 based on four building lots, as the precedence was already in place. There were other offers that came in for less, and his was more based on the four lots. If the City asks him to pay $27,000 to $28,000 for TDRs, Haskell says he is prepared to go to the property owner and ask him to lower the cost of the property. Already, Haskell's costs associated with this are $15,000. He is paying $5,000 a month to keep

this property going, and if the City takes a while putting a new policy in place, it will not be worth him waiting.

Councilman **Brett Anderson** said that he does not feel comfortable in less than a year changing the rules for the guy across the street. In Phase 1, they went the TDR route. He said there is one discussion of how to remove blight, and if it is to be rewarded with density or something else. Another discussion is adding density beyond what the area permits. The TDR is the tool to deal with density. He said he is persuaded by proximity in time and geography not to make different rules for different developers.

Isaacson said he is in favor of the development, as the City should treat developers the same way. **Shumway** said if the policy is changed, the City doesn't get anything out of it. She compared money vs. policy, saying the City gets some funding with one option, but not with the other. **Mayor Talbot** said it is not in bad taste to mirror what was done across the street and reward the developer with density using TDRs. **Pace** said he preferred using TDRs in this case. He said a policy change could be considered independent of this project. **Wayment** said she appreciated **Miller** for assessing the property, and that she is inclined to go with the TDR option. **Beus** said he prefers the TDR option as well.

Motion:

Wayment moved to approve the TDR agreement for the Sydney Corner Phase 2 Subdivision, including Findings 1-2.

Findings include:

1. The Farmington City Building Official, **Eric Miller**, performed an inspection of the existing home on-site and determined that the dwelling/property constitutes blight pursuant to the building code and the state code.
2. Approval of three TDRs is consistent with the previous action of the City Council related to Sydney Corner Phase 1.

Beus seconded the motion, which was unanimously approved.

Wayment said that due to the amount of older homes in the City, it is important to address improvements to those areas that aren't always a density bonus.

Pace said he wants to look at the City's demolition permit and the process needed to get one.

GOVERNING BODY REPORTS:

City Manager Report

Pace presented the Monthly Fire Activity Report for March. He said he has had four to five residents call him recently to inquire about 475 South being extended to 1525 West. **Pace** drafted an email to those residents to answer questions they had and clarify things that have happened in relationship to the road in Symphony Chestnut Farms Phase 5 that goes behind the church on 1525 West that doesn't meet City standards. He said it is not accurate that the City is forcing Symphony Homes to put the road through. The City has decided to do a study to have

the traffic engineer see how important the west connection is from 1100 West to 1525 West. Once the City gets that report, they will meet with Symphony Homes to see what options are available for the north to south road behind the church to meet standards. Staff will come back with a recommendation for the City Council. The intention was never to extend 475 straight, and two bends would be necessary in the road before it gets to 1525. **Pace** said if there is not a great benefit to extend the road north to south, it will not be moving forward. If there is a large benefit to it, it would come forward with Phase 5 and go through the public hearing process, or come forward through a public hearing independently. In both cases, residents will have the opportunity to provide feedback before the City makes a decision. He said current City Councils can't bind future City Councils.

Councilman **Isaacson** said this is in his neighborhood, and he has heard a lot about it. He has seen the hand out that the developer is saying the City is not doing what it promised, and now residents are upset about broken promises. Residents there don't want the road to be a thoroughfare, and it is unfair to put the whole burden on that one street. He said 475 South currently ends in a cul-de-sac and he is unsure how a road will be put through there. **Pace** said the road would continue through the cul-de-sac, and it is only 50 to 70 yards to the new road. **Isaacson**, **Beus**, and **Shumway** thanked **Pace** for sending residents an email explaining the situation. **Pace** said he would provide more details after the analysis.

Mayor Talbot and City Council Reports

Councilman **Anderson** said he has heard from a vocal minority who want the City to provide an area for a skateboard park. He has heard similar requests four and eight years ago. **Mayor Talbot** said he hears similar requests every year. He said there is a small skateboard park on the south end of the City that perhaps could be improved. The City just doesn't have funds to put toward a large skateboard park. In the past, **Mayor Talbot** has asked those requesting a skateboard park to look for funding sources. He told **Anderson** that he would speak with those making recent requests.

Pace said a nice skate park in Sandy became a regional draw for the entire Wasatch Front, leading to drug and assault problems. A number of times the Sandy mayor had to shut the park down for weeks at a time to stop the problems going on there. **Pace** suggested that Farmington improve and expand on the skate park they already have, and not build a large skate park in the future, as it would not be in the best interest of the City.

Shumway said the Trails Committee had a meeting on April 21 and discussed that dogs off leashes on City trails is a problem, as was dog waste that is not removed. She asked if a reminder could be placed in an upcoming edition of the City Newsletter. **Pace** said he has also noticed the problem lately. **Mayor Talbot** asked City Recorder **Holly Gadd** to help get the item in the newsletter.

Shumway asked if the site of the liquor store would also be the site for a DMV. **Pace** said there had been a proposal for a DMV and DLD there along with the liquor store, but not all have been funded by the legislature yet. **Mayor Talbot** said the City is hoping that all three can be located on the site if funding becomes available.

Shumway also mentioned the amount of trash on the I-15 freeway on and off ramps, as well as on Shepherd Lane and Highway 89. She asked who would be responsible for removing this trash. **Mayor Talbot** said he didn't know, but the City doesn't have the staff available to do that at this point. **Pace** said he would check with UDOT on who is allowed to clean the trash.

Wayment asked if the City would be opening the pool. **Mayor Talbot** said that in discussions with Parks and Recreation Director **Neil Miller**, it had been decided that there is no way to keep proper social distancing at the pool. So for now, he doesn't see the pool opening before June or July. He said it is still a work in progress. **Pace** said the Davis County Health Department is not recommending opening pools at this time.

Beus said he had attended a Mosquito Abatement meeting over Zoom.

Mayor Talbot said that as testing for Covid 19 has increased, cases are decreasing. The number of those infected and hospitalized is going down. There are eleven beds in the area, and only four of those were used in the last four weeks. He is noticing that very few people are wearing masks. He said there was one new case last week in Farmington and a death in Fruit Heights had been reported, an elderly person over the age of 60 with compromising conditions. After speaking with the mayor of St. George, he said the southern area of the State feels that they are a month ahead of the north.

Mayor Talbot said the quarantine has led to emotional situations in the City about organized community baseball. The State and County Health Departments have both decided that there is not going to be any organized baseball and the fields are closed. Recently two teams from Farmington were holding scheduled practice on City fields, and they were asked to leave. He said he knows it is not popular, but at this point it is a mandate.

Mayor Talbot also said he had been dealing with tensions over opening pickle ball facilities in Farmington. He said the all the mayors in Davis County had met about the issue, as they knew there is a strong and united pickle ball community. He said he did not push one way or the other, but did emphasize that the mayors stay united in their decision so that unnecessary mass gatherings would not be happening in one area of the County while the others were closed. Weber County hasn't restricted many things that Davis County has. While the Davis County mayors all initially voted to close pickle ball courts, Layton "caved in" to a small minority of people asking for open courts. Kaysville soon followed suite. This lead to a lot of pressure on Farmington to do the same, and they opened the pickle ball courts recently. Some cities in Davis County will not be opening up pickle ball courts until May 15, but they don't have courts that are the same size and quality as Farmington's. He said he got letters from residents complaining about opening the courts, but no letters thanking him, and it didn't go well with him. He said he is concerned that everyone is touching the same ball. He hopes the ball and hands are being sanitized during and after play. He said it has been difficult lately making decisions for the community.

Mayor Talbot said he is concerned about how the pandemic is affecting Lagoon, a regional draw and one of the largest employers of children in the County. He said the amusement park is

losing millions and millions of dollars of revenue, but he is not sure how they can social distance and avoid mass gatherings.

ADJOURNMENT

Motion:

Beus made a motion to adjourn the meeting. **Shumway** seconded the motion, which was unanimously approved.

Holly Gadd, Recorder

FARMINGTON CITY – CITY COUNCIL MINUTES

MAY 19, 2020

WORK SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Scott Isaacson, Shawn Beus, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Finance Director Greg Davis; Assistant City Manager/Economic Development Director Brigham Mellor; Assistant City Manager/City Engineer Chad Boshell; and Recording Secretary Deanne Chaston.

BUDGET DISCUSSIONS/REQUESTS

The work session was held to consider budget discussion/requests from Engineering, Economic Development, Community Development, and Capital Improvement Projects.

Finance Director **Greg Davis** said the general fund budget was discussed in detail at the last meeting. Discussion included engineering, capital projects including water and storm drain funds, operations in the general fund for staff, and capital street funds.

Assistant City Manager/City Engineer **Chad Boshell** noted a change to the Engineering budget including the $15,000 development engineering revenue. As it was in the past, this will be collected again for costs incurred for engineering reviews. Last year the department spent $180,661, and the proposed budget is $183,461 to cover increases in overtime, memberships and health insurance. A new employee will be added to the department from the Community Development Department.

Davis said historically budgets have seen 3 percent or larger increases in wages for cost of living adjustments for all employees. This budget, however, holds salaries flat but allows for a 3 percent increased to cover health insurance increases for PEHP (health and benefits for Utah public employees) across the board, as well as Utah Retirement Systems (URS) contributions.

Boshell said revenues in capital street improvements are development driven. For example, the City charges a fee for slurry seals and street lights, and then they install them. The department is still expecting a payment from the $672,000 in federal grants for a pedestrian signal and Right of Way for the Shephard Lane Interchange. Money is stilled owed to the City for Burke Lane Road construction, as well as Park Lane widening. There is $2.4 million in projected revenue for capital projects. The City plans to spend $200,000 on a pedestrian signal at 425 West State Street; $68,000 for a shuttle bus contribution; $64,000 for street lights; and money for Christmas light inventory.

Boshell said $2.9 million in impact fees will be spent on: $1.75 million on Burke Lane improvements; $875,000 for land acquisition for Right of Way in the business park; $200,000 for the business park; and $100,000 for professional and technical.

Capital street improvements will include: $6 million on the 950 North interchange, where 50 percent is done with the design; $189,000 in professional and technical; 425 West pedestrian

signal; and $50,000 for Main Street lighting. The City will be able to get some federal funding for Main Street lighting, but only after spending money on a study first.

Boshell said the proposed budget includes $9.5 million in expenditures. Last year $1.4 million with spent, followed by $7.1 million this year, including a $6 million chunk from the state.

Councilman **Shawn Beus** said he is concerned with pedestrian crossings. **Boshell** said that should come out of Class B & C funds and street transportation fees, which will also cover additional sidewalks, school crossings, and trail crossing improvements. City Manager **Shane Pace** said the crossings at the Denver and Rio Grande Western Rail Trail (D&RGW Trail) on Burke and Clark are both in the budget. The 650 West crossing at 5th South is in the proposed budget as well. **Pace** said he asked **Boshell** and **Davis** to try to get the crossing on Main Street at the Rock Church funded this budget year. **Boshell** said the City could stripe it right now, but he would rather stripe it when the flashing lights are ready to install.

Councilwoman **Amy Shumway** said she is concerned about the crossing for Knowlton Elementary School students, and she would like to see flashing lights at that cross walk. They have to cross four lanes of traffic and a median to get to school. While there haven't been too many problems yet, more may arise in the future with the Shephard Lane overpass. **Pace** said Police Chief **Wayne Hansen** has also expressed concern about that area.

Assistant City Manager/Economic Development Director **Brigham Mellor** presented the Economic Development budget. He said money to fund increases in books, subscriptions and memberships will come from a transfer from another fund. The $6,300 increase in memberships includes Utah Governor's Office of Economic Development and Economic Development Corporation of Utah (EDCUtah). EDCUtah is a nonprofit that handles business recruitment and outreach through members such as cities and large corporations.

Mellor said he is still working on an economic development outreach program to assist with branding and website design. Since last year when STACK came in, he has had to change gears from capital investment and assembling parcels to marketing and business. He said he will have the website ready to present to the Council at an upcoming meeting. The $75,000 in one-time money for website maintenance will come from the professional and technical budget.

Mellor noted that the incentives paid out is sales tax abatement for Cabella's as part of the deal it took to bring them to Farmington. The deal included $1 million in sales tax rebates, with $350,000 from the County and the rest from the City's portion of the sales tax. He said that since Cabella's has opened, the City has not collected all sales tax. When Cabella's opened, they got 100 percent of their sales tax, with less the next year. They have two more years left, maybe longer depending on the pandemic. Using tax increment rules from the early 90s, Farmington is using the Kmart and surrounding area to pay a bond that goes to the Rec Center. That is why the Redevelopment Agency (RDA) still exists.

A few months ago, the Council approved $550,000 in property tax money from Station Park being diverted to the RDA for economic development. The developer of the Avanti apartments gets a reimbursement payment of $2.85 million, with one payment left. In 2008, the City

incentivized the construction of Station Park, which required a housing component. The apartments were a requirement by the State to collect incentive money to have that housing element. Station Park donated $250,000 of that money to go to the regional park for the ball fields, which dropped the figure to $2.6 million. Almost $1 million is owed to build Burke Lane, which will be subtracted from the $2.6 million. **Mellor** said he has seen RDAs all over the city, and he has never seen one as healthy and beneficial on the horizon as Farmington's.

Community Development Director **Dave Petersen** presented the Community Development budget, including operations, buildings, inspections, and Planning and Zoning. He said the budget has been cut back to not feeding the Planning Commission food and not funding a robust training and travel request from the IT and GIS employees. When the City had a consulting engineer, the professional and technical budget was paying out $160,000. Now that **Boshell** is there, that budget is pared back to $50,000. The City got a $48,000 Wasatch Front Regional Council (WFRC) grant to update the land use element in the General Plan. The city has two years to spend that money, which the City must spend $16,250 to match. The General Plan—including parks and recreation, storm water, affordable housing, and the active transportation plan—is referred to as the general land use map and text. Some of the 12 chapters have not been updated since 1993. **Petersen** said this would be a good time to catch up on that. He said the City continues to issue building permits and move forward with development. There are a lot of meetings lined up all summer.

Davis said the proposed budget has no change in building supplies and utilities. City Hall is due for a $29,000 one-time upgrade, and a $12,400 increase for the Public Safety building was sorely needed. The Fire Station did not get a one-time budget increase for a server. The proposed budget includes a 3 percent increase in all departments for health insurance increases.

REGULAR SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Scott Isaacson, Shawn Beus, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Assistant City Manager/Economic Development Director Brigham Mellor; Assistant City Manager/City Engineer Chad Boshell; City Parks and Recreation Director Neil Miller; City Attorney Todd Godfrey; and Recording Secretary Deanne Chaston.

CALL TO ORDER:

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

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

Councilwoman Amy Shumway offered the invocation.

PUBLIC HEARINGS:

Sign Ordinance Amendment—Signs in Mixed Use Areas

Community Development Director **Dave Petersen** presented this agenda item. The City's Sign Ordinance does not include standards for signs in mixed use areas. Thus far, such standards have not been essential because the majority of the new developed mixed use areas consist of primarily three large projects, two of which (Station Park and Park Lane Commons) the City approved sign requirements by development agreement, which included sign standards. The other (the University of Utah Medical Center) is a state-owned facility not subject to local ordinances. Staff is working on a more thorough solution to resolve this lack of standards.

However, in the interim, the Planning Commission and staff are recommending that the City Council consider the proposed enabling ordinance, which provides that commercial and residential uses in the mixed-use areas follow standards for similar uses elsewhere in the City. **Petersen** said it would likely be repealed or drastically modified in a few months.

Councilwoman **Rebecca Wayment** asked what the City's current sign ordinance is for residential and office areas. **Petersen** answered that the City's sign ordinance is very austere, tight, and basic for residential and office uses, which will help keep things in check until the City is done with the new ordinance. Residential uses include realtors, home-based businesses, etc. For office use, no ground or pylon signs are allowed, but monument signs and wall signs are allowed on a certain percentage of the wall.

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

Motion:

Concilman **Brett Anderson** moved to approve the enabling ordinance that enacts Section 15-5-070 of the Sign Ordinance related to signs in mixed-use zones and include Findings for Approval 1 and 2.

Findings for Approval include:

1. The amendments fill a void by providing standards for signs in the mixed-use areas until the City is able to consider more comprehensive/specific standards in the future.
2. The recommended changes are consistent with purposes and intent of the mixed-use chapters in the Zoning Ordinance, and the goals and objections of the General Plan as well.

Councilman **Scott Isaacson** seconded the motion. All Council members voted in favor, as there was no opposing vote.

NEW BUSINESS:

Haight Creek Trail Agreement

Mayor Talbot said staff has been working with on this agreement.

Petersen presented this agenda item. Landowner **Kenneth Stuart** has already come in and signed the agreement. The proposed trail property is part of a larger 1.96-acre parcel located on the northeast corner of 950 North and 2000 West Street (350 East in Kaysville). This large parcel primarily consists of wetlands and riparian habitat, but not on the location of the trail. Along 950 North, the trail to the east side winds its way to the D&RGW Trail. Prior to 2018, the said parcel was 2.65 acres in size, but the property owner received approval from the Planning Commission on February 22, 2018, to create a 0.69 acre building lot on uplands in the northwest part of the property adjacent to 350 East in Kaysville. This approval was subject to, among other things, that the property owner dedicate land in fee title to Farmington for the Haig Creek Trail. Later that year, on June 5, the Council approved an ordinance adjusting the City's common boundary, to include the 0.69 acres into Kaysville.

Motion:

Shumway moved to approve the agreement that will allow the property owner to convey land in fee title to the City for the Haight Creek Trail between 950 North and the Utah Transit Authority right-of-way (or the D&RGW Trail) and include Findings for Approval 1 and 2.

Findings for approval include:

1. This will formalize a link in the Haight Creek Trail and place it under City ownership. Note: This segment of trail is now actively used by the public.
2. The agreement is consistent to the trails Master Plan, which is an element of the Farmington City General Plan.

Shawn Beus seconded the motion. All Council members voted in favor, as there was no opposing vote.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

1. Resolution appointing members to the Historic Preservation Commission of Farmington City. These members are David Barney and Tiffany Ames.
2. Davis County Dispatch Agreement.

Motion:

Wayment moved to approve the Summary Action list Items 1 and 2 noted in the staff report.

Isaacson seconded the motion. All Council members voted in favor, as there was no opposing vote.

GOVERNING BODY REPORTS:

<u>City Manager Report</u>

Pace presented the Monthly Fire Activity Report for April. He noted that there were a lot of life-saving and potentially deadly situations recently. He mentioned the email he sent to residents about 475 South being extended to 1525 West, as discussed in the last Council meeting. He said he got three or four responses, and all were positive. A June 1 open house is scheduled to discuss road plans in the business park. He said West Farmington residents want Commerce Drive in, as it will prevent a lot of traffic in their neighborhoods.

Pace noted that some business park developers are concerned about the changes in the market and have expressed some tentativeness to building in the business park. He said staff should try to stay consistent with the message that they want office space in the business park before or at least at the same time as residential. If that message needs to change, **Pace** said he will come back to the City Council. **Mayor Talbot** agreed, saying there may be more details coming forward from developers in the near future. **Pace** said the City Council will likely see a number of proposed developments in the next few weeks.

Pace said he received a call from Davis County Commissioner **Randy Elliott** that the U.S. Forest Service wants to close Patsy's Mine. The mine is in the foothills of Farmington, and people can walk into it about 150 feet. It is a neat mine and there are lots of videos of it on YouTube. The Forest Service wants to plug it because there is no structure or beams to hold it up and secure it. Often children come out of the mine with big chunks of rock that have fallen off the walls and ceiling. **Commissioner Elliott** has been trying to prevent its closure. However, the Forest Service said it will be shut down unless another entity like Farmington or Davis County wants to take over liability. **Pace** said the City may want to check if insurance is available for the mine through Employer's Risk Management Association (ERMA).

Wayment said she took her daughters to the mine three weeks ago, and it is a fantastic destination that she would hate to see closed. It is unique to the Farmington area and gets a lot of interest. She proposed partnering with the County to take some kind of role or oversight of Patsy's Mine. She also suggested talking with the Trails Committee for feedback about a recommended course of action.

Shumway said she would ask the Trails Committee about it at their Thursday meeting that week. She said the Committee would want to do everything in their power to keep the mine open. It is a no brainer because it is a destination, she said.

Isaacson agreed with keeping the mine open. However, he said if a person gets killed in the mine, the City would get sued for an awful lot of money. As such, he would like to know if the City could get insurance on the mine and how much it would cost. **Pace** said he would check with insurance. **Mayor Talbot** said it may not be a bad idea for the County to accept responsibility of the mine. Councilman **Brett Anderson** suggested signage that the mine is not monitored or evaluated for safety, and that people assume their own risk when entering the mine. He said the City Attorney may look at what it would take to shield the City from liability. The City needs to do what it can to reduce risk.

Beus said he feels strongly with keeping the mine open, and wants to find ways to compromise with the County. He suggested the mine be gated off and only accessible by guided tours. With the right signage and insurance, he feels the City could find a creative way to keep it publicly accessible. **Mayor Talbot** said the Forest Service should be pressured to keep it open. In the meantime, the City should get information from insurance and the City Attorney.

City Attorney **Todd Godfrey** joined the meeting electronically.

Mayor Talbot and City Council Reports

Beus said mosquito abatement is using drones to survey the wetlands area of the county. He noted that they take service calls and will spray for mosquitos upon residential request.

Shumway inquired about the liquor store, wondering if it would be a complex of state buildings in the end. **Mayor Talbot** said the City is waiting on the next legislative session or the beginning of the year to see if there will be funding for a full complex including a Utah Division of Motor Vehicles (DMV) and Utah Driver License Division. The liquor store already had its funding. He said he thinks it will end up a complex in the next couple of years. **Shumway** asked if the County had reported anything to the City about the National Environmental Policy Act (NEPA) study being finished for the Bonneville Shoreline Trail. **Mayor Pace** said no.

Shumway said some Ivory Homes homeowners near Russon Mortuary contacted her, **Beus**, and Parks and Recreation Director **Neil Miller**. She said there are some big problems with this trail connection as an electrical box is in the middle of the trail easement and trail easements are fenced off. She asked **Petersen** if there was a possibility going forward that there be a condition that the lot with the trail easement be staked prior to a home being built, so that the trail could be graded and roughed in prior.

Mayor Talbot said there is history with this development, that this development was originally with Ovation Homes, and many City staff originally went there to consider how far down to the creek they were going to let the lots go. A compromise was reached that allowed them to go down to the creek as long as the most northly lot included the trail. **Petersen** said the trail was marked on the plat and the home was built on spec. He was told the buyer knew the trail was there, but it turns out the buyer did not know the trail was there. The buyer keeps wondering

why people are walking by their house. **Shumway** said unhappy homeowners are saying the Ivory sales people downplayed the trail.

Pace said the City continues to have problems with Ivory Homes on issues like this when Ivory doesn't represent the accurate truth. It has become a pattern with one of the largest home developers in Utah when they are doing three to four developments at a time in Farmington. They keep making mistakes. He said they need to take responsibility and follow through on things like this. **Mayor Talbot** said these things will be discussed with **Petersen**.

Isaacson said there is a trail going in in his neighborhood, and he asked if all the homeowners knew about it. **Pace** answered yes, that the City had met with the homeowners there. **Isaacson** said that things had been staked, and it was quite close to the new home going in there. **Pace** said they had put in landscaping that prevented the trail, and they should have done landscaping to accommodate the trail.

Shumway asked if bathrooms near City Parks are open, now that parks are open. **Mayor Talbot** said bathrooms and playgrounds opened Monday. **Pace** said outside leagues are wanting to play on Farmington sports playing fields. He said they are getting ready to open the pool on June 15, depending on the yellow or green phase as set by the State. **Mayor Talbot** said in talking with other mayors in the county, the consensus is it is better to err on being over-reactive than under-reactive. He asked the City Council members to be positive about this when talking with their neighbors and answer as many questions as they can.

Shumway said the Haight Creek Trail is a hidden gem in the City that needs some work.

Isaacson asked if the City has any kind of open forum for citizens to come in and address the Council. **Mayor Talbot** said there is no policy that says the City has to hold an open forum. **Pace** said when residents get upset, they come en masse and take over the meeting. He has seen some public comment periods of City Council meetings go for three hours. He said a citizen could officially get an item on the agenda by talking to him or the mayor. City Recorder **Holly Gadd** said at one time, the City held Town Hall meetings for citizens to come in with any item. She said not very many people came, and they ended up cancelling Town Hall meetings. **Mayor Talbot** said **Mayor Scott Harbertson** instituted those Town Hall meetings, and **Talbot** as a councilman was the only one to show up.

CLOSED SESSION

Motion:

Anderson made the motion to go into a closed meeting for the purpose of land acquisition. **Wayment** seconded the motion, which was unanimously approved.

Sworn Statement

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

_____

Jim Talbot, Mayor

Motion:

Beus made a motion to reconvene to an open meeting. The motion was seconded by **Wayment**, which was unanimously approved.

ADJOURNMENT

Motion:

Isaacson made a motion to adjourn the meeting. **Shumway** seconded the motion, which was unanimously approved.

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Holly Gadd, Recorder

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

S U B J E C T: City Manager Report

1. Building Activity Report for May

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

Month of May 2020	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	8	8	$1,560,860.46	395	395
DUPLEX	0	0	$0.00	0	0
MULTIPLE DWELLING	0	0	$0.00	269	269
CARPORT/GARAGE	3		$60,020.04	36	
OTHER RESIDENTIAL	0	0	$0.00	27	0
SUB-TOTAL	11	8	$1,620,880.50	727	664
REMODELS / ALTERATION / ADDITIONS **********					
BASEMENT FINISH	4		$20,541.00	119	
ADDITIONS/REMODELS	1		$40,000.00	116	
SWIMMING POOLS/SPAS	3		$114,488.98	58	
OTHER	23		$316,290.00	1404	
SUB-TOTAL	31		$491,319.98	1697	
NON-RESIDENTIAL - NEW CONSTRUCTION **********					
COMMERCIAL	1		$453,617.85	33	
PUBLIC/INSTITUTIONAL	0		$0.00	7	
CHURCHES	0		$0.00	1	
OTHER	3		$9,500.00	59	
SUB-TOTAL	4		$463,117.85	100	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL **********					
COMMERCIAL/INDUSTRIAL	2		$145,000.00	93	
OFFICE	0		$0.00	20	
PUBLIC/INSTITUTIONAL	0		$0.00	1	
CHURCHES	0		$0.00	0	
OTHER	0		$0.00	14	
SUB-TOTAL	2		$ 145,000.00	128	
MISCELLANEOUS - NON-RESIDENTIAL **********					
MISC.	0		$0.00	77	
SUB-TOTAL	0		$0.00	77	
TOTALS	48	10	$2,720,318.33	2729	664

CITY COUNCIL AGENDA

For Council Meeting:
June 9, 2020

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

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