

**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. The agenda for the work session will be as follows:

1. Questions or concerns the City Council may have on agenda items.

## **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, July 21, 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](http://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](mailto: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 Water Utility Rate Increase

7:20 Agean Village Phase II Plat Amendment and Moderate Income Housing Agreement – John Saltzgiver/JMSRE Investments LLC

7:50 North Farmington Station Project Master Plan and Development Agreement – STACK Real Estate (*applicant has withdrawn their application*)

### **SUMMARY ACTION:**

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

7:55 Minute Motion Approving Summary Action List

1. Resolution Amending Chapter 9 of the Personnel Policies and Procedures Relating to Annual Leave
2. Approval of Minutes from June 23, 2020
3. Approval of Minutes from July 7, 2020
4. Improvements Agreement for Stone Peak Construction

**GOVERNING BODY REPORTS:**

City Manager Report

1. Building Activity Report for June

Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

Minute motion adjourning to closed session for property acquisition.

DATED this 17th day of July, 2020.

**FARMINGTON CITY CORPORATION**

By:   
Holly Gadd, City Recorder

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

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

**Posted 07/17/2020**

CITY COUNCIL AGENDA

For Council Meeting:  
July 21, 2020

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

It is request that City Manager Shane Pace give the invocation to the meeting and it is requested that City Councilmember Rebecca Wayment 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:  
July 21, 2020

**PUBLIC HEARING: Water Utility Rate Increase**

**ACTION TO BE CONSIDERED:**

1. Hold Public Hearing.
2. Move that the City Council approve the enclosed resolution amending the consolidated fee schedule to include a 3 (three) percent increase to water utility fees to cover the cost of operations, maintenance, and infrastructure.

**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 JULY 21, 2020

To: Mayor and City Council  
From: Greg Davis, Finance Director  
Date: July 14, 2020  
Subject: **Water Utility Fund rate increases**

### RECOMMENDATIONS

Consider analysis and discussion from prior Council meetings and any public comments in the July 21, 2020 public hearing and consider adoption of the recommended water rate/fee increase of 3 percent (generally, rounded to the nearest 10 cent mark).

### BACKGROUND

Farmington City's Water Utility Fund provides culinary water to Farmington residents and business through two sources - City-owned and operated wells (providing over seventy-five percent of the City's water supply) and water purchased from the Weber Basin Water Conservancy District (WBWCD). All secondary irrigation water is provided by separate entities - Benchland Water District and WBWCD.

Fees collected from residential and commercial users throughout the City are used to cover costs of operations, maintenance, and capital/infrastructure of the fund. The user fees/rates are approved by the City Council and published in the City's consolidated fee schedule. In addition, water impact fees are collected from new developments and applied to the cost of new water infrastructure caused by growth and development.

The aging of infrastructure and inflationary costs continually put pressure on the fund's budget. Not keeping up with critical maintenance and replacement of the aging infrastructure represents a costly risk. Steady growth within the City places additional pressure. Necessary expenses have been outpacing revenues. Although costs and required service levels continually increase, the City has not increased residential water rates for ten years (2010). City water rates have two components: a base rate and usage rate, both of which have not changed since 2010 for the residential rate.

The Council was first briefed on this issue in the April 14, 2020 Council meeting. Discussed that evening was the background of the need for a revenue increase to catch up and keep up with service level increases caused by growth. In that meeting it was noted that early in calendar year 2020 a professional third-party financial services company studied the fund's finances and provided options and recommendations for wise increases to user fees.

The study used a revenue sufficiency model approach – with setting rates sufficient to fund all expenses for operations, equipment purchases, capital projects, debt service, and sufficient debt service resources. The rates must also be sufficient for maintaining at least the equivalent of 180 days' worth of cash for operations in the fund. Because the City is responsible for those valuable assets found under the streets, the City needs to be financially sound in their water fund. The study took into account current conditions, inflation, increased operational expenses, and one-time sources and uses. Costs include staffing (including on-call positions) and well operations. The fund does not currently have any debt. To address capital projects, the City is considering bonding during the coming years as additional funding for projects.

The study included a list of capital projects needed to keep the existing service going as well as address future service level increases from growth. The starting cash balance is \$1.5 million, or 298 days' worth of cash on hand, while the modeling is keeping 180 days' cash on hand. It is the City's policy decision on what level of cash on hand to maintain.

The Zions study looked at four different rate scenarios that would keep the City's water fund afloat in the coming years:

- Option 1 - An increase of \$18.25 per month to come to a \$34 monthly rate.
- Option 2 - A 10 percent increase in 2021, followed by an annual increase of 3 percent through 2026. This would include a \$4 million bond in 2021 and a \$4.75 million bond in 2024 to maintain financial stability.
- Option 3 - A 10 percent immediate increase in 2021, followed by an annual increase of 10 percent in later years.
- Option 4 - Bond issues in 2021 and 2024, with a 5 percent up front in 2021, another 5 percent increase in 2022, followed by an annual increase of 3 percent through 2026.
- Option 5 (as identified by Administration) - With the current coronavirus pandemic, City administration considered a fifth option that eased off of Option 4's rate increases in the first year. Instead of a 5 percent increase in the first year, the administration proposed a 3 percent increase in the first year. In the Administration's opinion an annual increase to water rates of approximately 2 to 3 percent is needed just to keep pace with inflation and operating costs, without putting the fund in a better situation overall. Bonds address capital outlay projects, not operating costs, spreading the cost out over several years. Since constructions costs are rising at a rate higher than the interest rates that the City would be incurring on bonding or earning on cash reserves, it would be better to move forward with construction projects rather than wait while building up cash.

Although the list of capital projects includes water infrastructure of the business park, the projects include the needs of the overall growth of the City. The City is currently working on the capital facilities plan. Some water projects, especially in the old part of town, are undersized and old, with 4 inch water lines servicing the area. Other projects are related to growth such as the business park with a 10 inch loop. The upsize and loop in the 300 acres are needed, as the City has only three crossing under Interstate 15 and needs flow capacity from east to west in order to maintain fire flow capacities, for example. A negative pressure can crush the pipes. A fourth crossing is vital even without growth. The I-15 crossing project is major, as it crosses gas lines, the Union Pacific, county wetlands, etc. The growth-related costs could be addressed through impact fees. City staff is planning to bring the impact fee issue to the City Council in the future. Furthermore, there are State requirements the City will need to meet in the future.

The study concluded that the current rate structure fails to cover ongoing, existing operational needs as well as future capacity needs of the fund. Without fee increases, the fund would experience net operating losses. The study's preferred option was to incrementally increase the water rates by small percentages rather than an initial substantial and burdensome one-time increase. The preferred option included smaller increases annually in the early years of the multi-year plan.

After much deliberation, the City is recommending the first increase be approximately 3%, during this calendar year, with adoption to be considered following the public hearing. The City's recommended increase is 3%, generally, with fees being rounded to the nearest 10 cent mark. For example, most residents will see a monthly 55 cent increase in base rate.

Attached is an exhibit listing the individual rates and recommended changes to each.

Respectfully submitted



Greg Davis

Finance Director

Review and concur,



Shane Pace

City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE CONSOLIDATED FEE SCHEDULE RELATED TO WATER UTILITY FEES**

**WHEREAS**, the City Council has reviewed the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

**WHEREAS**, the City Council, upon recommendation from the City's Administrative staff, has determined that amendment of the consolidated fee schedule is necessary to include the water rate increase of 3 percent.

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

**Section 1. Amendment.** The Farmington City Consolidated Fee Schedule is hereby amended to include the water rate increase of 3 percent to cover costs of operations, maintenance, and capital/infrastructure. See exhibit "A" attached.

**Section 2. Severability.** If any section, clause or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 21ST DAY OF JULY, 2020.**

**FARMINGTON CITY**

ATTEST:

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

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



CITY COUNCIL AGENDA

For Council Meeting:  
July 21, 2020

**PUBLIC HEARING: Agean Village Phase II Plat Amendment and Moderate Income Housing Agreement – John Saltzgeber/JMSRE Investments LLC**

**ACTION TO BE CONSIDERED:**

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

**GENERAL INFORMATION:**

See enclosed staff report prepared by Shannon Hansell, Planning and GID Specialist.

**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 PAGE  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning and GIS Specialist

Date: July 21, 2020

SUBJECT: **PLAT AMENDMENT – AEGEAN VILLAGE SUBDIVISION PLAT  
“A” (S-13-20)**  
Property Owners: JMSRE Investments LLC  
Applicant: John Saltzgiver

### RECOMMENDATION

1. Hold a public hearing. This is required because the City sent a letter to each property owner in Aegean Village Subdivision Plat “A”. In response, six owners signed a letter of protest. This was received within the 10-day notice period set forth in the City’s original notification letter.
2. If the City Council decides to approve Mr. Saltzgiver’s request, it is recommended that they do so subject to the same conditions established by the Planning Commission for the special exception allowing one moderate income housing unit, as follows:
  - a. The property will be subject to UDOT approval, if necessary.
  - b. The applicant shall prepare a landscaping plan for review and approval by City staff.
  - c. The applicant must construct sufficient screening (as reviewed and approved by City staff), along the west and north boundaries of the property to protect against light and noise nuisances to surrounding properties.
  - d. The owner shall enter into an agreement the City Council to establish a moderate income housing unit which must include, but not be limited to the following terms:
    - i. Principal, interest, taxes, and insurance (PITI) cannot be more than 30%
    - ii. A tiered approach to sale, with each subset prioritized for 60 days, in the following order:
      1. Public employees who work in Farmington who make up to 120% of Area Median Income (AMI)
      2. Any person who works in Farmington up to 100% of AMI
      3. Any person who meets the AMI
      4. Open to market

- iii. Terms must be adhered to for 15 years
- iv. Restrict subsequent sales to up to 3% of original sale value per year until 15 year restriction expires
- v. Enforcement provisions:
  - 1. Deed restriction
  - 2. Annual verification
- e. The applicant shall prepare and record a plat amendment, as approved by City staff, to Aegean Village Subdivision Plat "A", to create three new lots from the existing one.
- f. Any comments from the DRC will be addressed prior to recordation.

### Findings for Approval

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 using a tiered approach.
3. The addition of a moderate-income unit will not be detrimental to the health, safety, or general welfare of persons residing in the vicinity, or injurious to property or improvements.
4. Because the site is already zoned to allow a duplex, and as such, allows for two families to contribute to traffic, it is reasonable to assume that the addition of a third unit would not create unreasonable traffic hazards.
5. Similarly, as the lot is already zoned to accommodate a duplex, the parcel will fit an additional unit.

### **BACKGROUND**

In November 2019, the City Council approved an amendment to the Zoning Ordinance 11-03-045 defined a special exception to include, "additional dwelling units to provide moderate-income households". The applicant is requesting that a moderate-income housing unit be allowed on his property at 1454 South 200 East, Lot 2 of Aegean Village Subdivision Plat "A".

Currently, an old garage home sits on the property, with zoning allowing up to a duplex. Previously, the property was zoned R, but the City Council decided to rezone to R-2 on July 16, 2019. The property bordered an R-2 zone and it was found that the R-2 zone would support the General Plan designation of LDR. Instead of two dwelling units within a duplex (two-family dwelling), the owner desires to create two for-sale townhomes. As well as one for-sale moderate income housing unit.

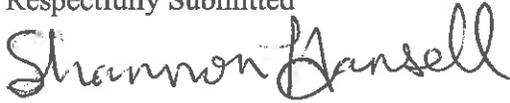
Now the applicant is in the process of attempting to create three lots on this parcel. The purpose would be to create three townhomes, two of which would be for sale at market-rate, with the third requiring a special exception to be built and sold as moderate-income. In order to achieve the City Council must also approve a plat amendment. Approval of this unit

would support Farmington's recently-adopted moderate-income housing plan, while increasing density for the owner and the City. This unit, like any special exception, will be subject to reviews of location, design, and other impacts.

Supplemental Information

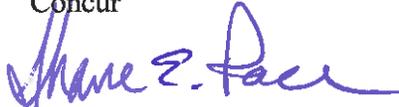
1. Vicinity Map
2. Proposed plat amendment
3. Narrative Form Application
4. Petition of Protest
5. Section 11-3-045

Respectfully Submitted



Shannon Hansell  
Planning and GIS Specialist

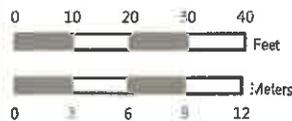
Concur



Shane Pace  
City Manager



**VICINITY MAP**  
**1454 S 200 E**



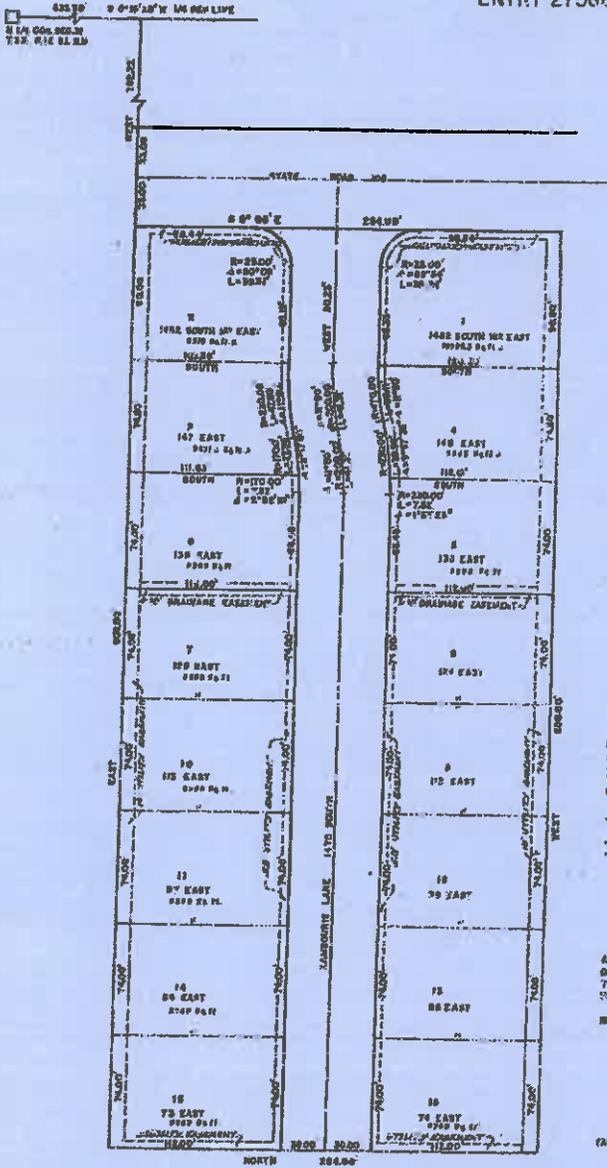
Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purpose.

# AEGEAN VILLAGE SUBDIVISION PLAT "A"

A PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 EAST, S.L.B.N., S.S. SURVEY

FARMINGTON CITY, DAVIS COUNTY, UTAH

SEE ADDRESS AFFIDAVIT 2660-185,  
ENTRY 2756644, 2783897



### BORDERARY DESCRIPTION

BEGINNING AT A POINT ON THE WEST LINE OF THE STATE ROAD 100 IN 3 0' 00" N 63' 00" E 234.00' FEET ALONG THE 1/4 SECTION 24 THE ANGLE WEST 262.5' FEET FROM THE NORTH 1/4 CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE & MOUNTAIN MONITOR THENCE 3 0' 00" E 234.00' FEET ALONG THE WEST LINE OF THE STATE ROAD, THENCE WEST 899.00' FEET, THENCE NORTH 864.00' THENCE EAST 899.00' FEET TO THE POINT OF BEGINNING.

### SURVEYOR'S CERTIFICATE

I, LARRY R. FULTON, A REGISTERED LAND SURVEYOR HOLDING CERTIFICATE NO. 2700 AS PROVIDED UNDER THE LAWS OF THE STATE OF UTAH DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE JUDGES, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT INTO LOTS AND STREETS WHEREAFTER TO BE KNOWN AS AEGEAN VILLAGE SUBDIVISION PLAT "A" AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

DATE: July 2, 1977 SURVEYOR: Larry R. Fulton



### OWNER'S DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS AEGEAN VILLAGE SUBDIVISION PLAT "A" SO HEREBY RESOLVE FOR PERPETUAL USE OF THE PUBLIC ALL PORTIONS OF LAND SHOWN ON THIS PLAT FOR PUBLIC USE, AND DO WARRANT AND OBLIGE AND BIND THE CITY HEREAFTER GRANTED ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DESCRIBED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 21<sup>ST</sup> DAY OF July 1977.

ON THE 21<sup>ST</sup> DAY OF July 1977 THESE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND WHO HAVE VOLUNTARILY AND FOR THE USE AND PURPOSES THEREIN MENTIONED, SIGNED AND SUBSCRIBED THEIR NAMES TO THE ABOVE DECLARATION.

PLANNING COMMISSION APPROVAL  
APPROVED THIS 19 DAY OF July 1977 BY THE FARMINGTON CITY PLANNING COMMISSION  
CHAIRMAN: James A. ...

PRESENTED TO THE CITY COUNCIL OF FARMINGTON UTAH THIS 21<sup>ST</sup> DAY OF July 1977 AT WHICH TIME THE RESOLUTION WAS APPROVED AND ACCEPTED.  
CITY CLERK: ...

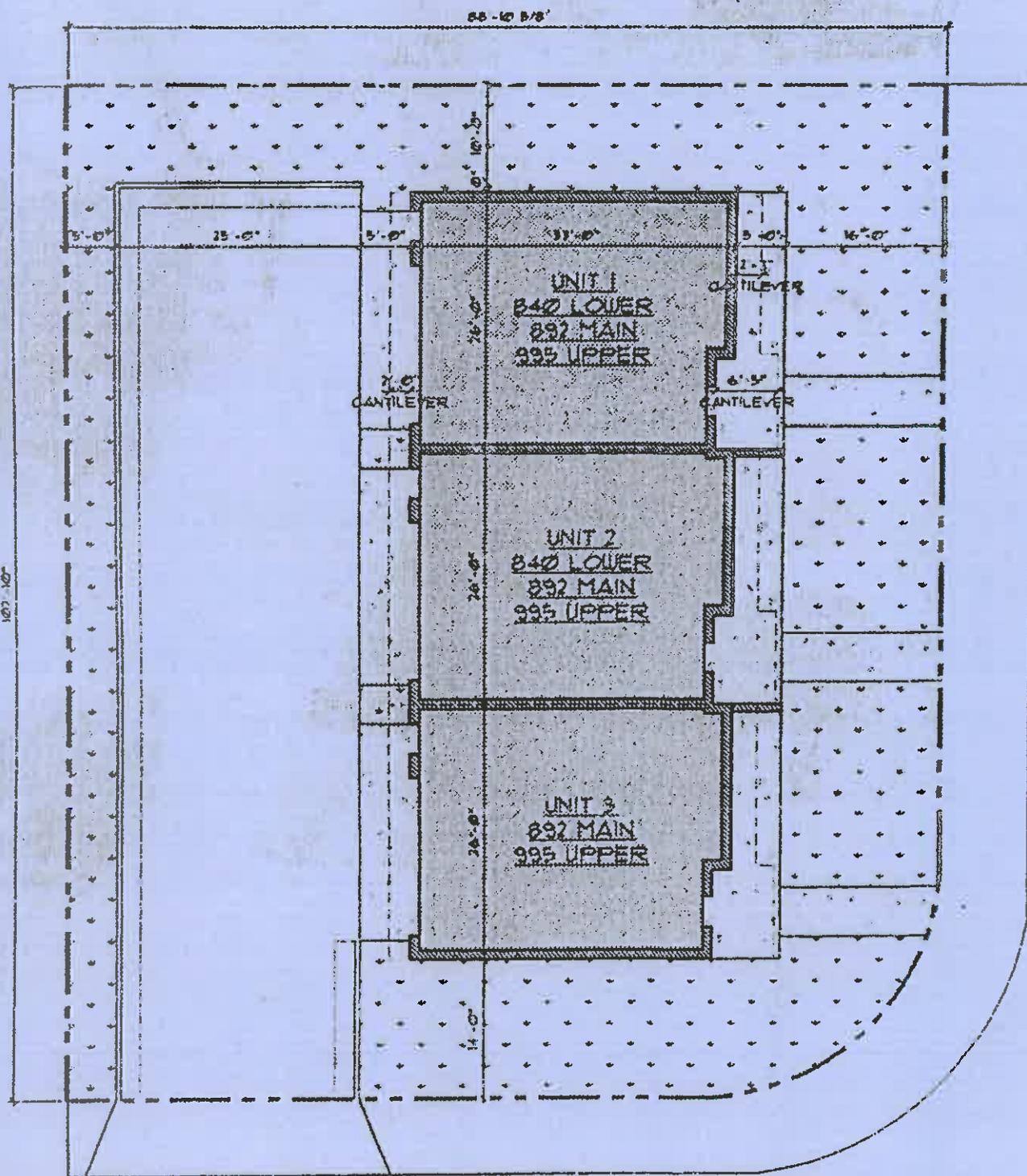
CITY ENGINEER'S APPROVAL  
APPROVED THIS 19 DAY OF July 1977  
CITY ENGINEER: ...

DAVIS COUNTY RECORDER  
ENTRY NO. 2660-185 FILED FOR RECORD AND RECORDED THIS 19 DAY OF July 1977 AT 2:00 PM IN BOOK ... OF S.L.B.N. ...  
COUNTY RECORDER: ...



1973 2660-185

1973 2660-185



John Saltzgeber  
JMSRE Investments, LLC  
583 East Pheasant Circle  
Bountiful, Utah 84010  
801-680-8447

Farmington City Community Development Department  
160 S. main St.  
Farmington, Utah 84025

## **RE: Petition to Amend Subdivision Plat**

To whom it may concern,

I am the property owner of 1454 South 200 East Farmington Utah, 84025 Parcel # 07-110-0055.

This letter constitutes a formal petition to amend our subdivision plat Lot 2, AEGEAN VILLAGE SUBDIVISION PLAT "A" 161 East 1470 South Farmington, Utah by changing this lot zoned for a duplex into 3 separate lots to build 3 townhomes (1) moderate income townhome and (2) market rate townhomes.

Thank you for your time and consideration in reviewing this Petition.

Sincerely,

A handwritten signature in black ink, appearing to read "John Saltzgeber". The signature is fluid and cursive, written over a white background.

John Saltzgeber  
Owner of JMSRE Investments, LLC





HI

Darrin and Gaylynne Flitton  
125 E 1470 S  
Farmington, UT  
84025

July 7, 2020

**Aegean Village Plat A Subdivision Plat Amendment (S-13-20)**

Dear Holly Gadd,

We object to the Aegean Village Plat A Amendment for the following reason: there is not enough room to safely park the number of cars that will come with three houses. Three houses will bring at least six cars (or more) to the street/neighborhood. If three houses are put on the lot, there would only be room for single car driveways, which is not enough room to handle the cars and it will pose the following problems.

1. If the driveways are approachable from 200 East, during the winter, when all cars are supposed to be moved off the road, the owners will be forced to park both cars in the driveway – one behind the other. These cars will cover the sidewalk, forcing children who are walking to school on the sidewalk to go around the car and into the road (a very busy road especially in morning). This poses a safety risk to the children walking to school – especially if streets are snow-covered and dangerous.
2. There are already several twin homes with single wide driveways close to the corner of 1470 S and 200 E and so there is usually no room to park any other cars. If the three driveways are placed facing 1470 S, it will eliminate much needed parking for the current twin homes.
3. If the three driveways are placed facing 1470 S, it will force many home owners to park their cars on 200 E, posing a continuous safety risk of all residents of 1470 trying to pull off of 1470 onto the busy, fast, 200 East.

We admit that the garage on 200 E is an eye sore and we would love to see something new come in – but not at the sacrifice of the safety of the people currently residing in surrounding homes. The street (1470) already has many twin homes and simply cannot handle anything other than a single-family dwelling.

Thanks for allowing us to give input into this situation. We hope the City Council will help us stay safe.

Sincerely,

The image shows two handwritten signatures in black ink. The first signature is a stylized, cursive 'D' that loops around the word 'Sincerely,'. The second signature is a more fluid, cursive signature that appears to read 'Gaylynne Flitton'.

Darrin and Gaylynne Flitton

The following are neighbors who also object to Aegean Village Plat A Subdivision Plat Amendment (S-13-20):

1. Kyralia Jensen 1472 S 280 E
2. [Signature] 1474 S 260 E
3. Paula R 133 E 1470 S 2h
4. Janice D. Miller 114 E 1470 S, Farmington
5. [Signature] 123 E 1470 S Farmington
6. David W Parker 110 E 1470 S Farmington UT
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_

### **11-3-045: SPECIAL EXCEPTIONS:**

A. Purpose: A special exception is an activity or use incidental to or in addition to a principal use permitted in a zoning district; or an adjustment to a fixed dimension standard permitted as an exception to the requirements of this title; or a transfer of development right (TDR), or rights, established because of blight which results in an additional lot, or lots, or a dwelling unit, or units; or an adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive reuse does not compromise such eligibility. A special exception has less potential impact than a conditional use but still requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This section sets forth procedures for considering and approving special exceptions to the provisions of this title.

B. Authority: When expressly provided for under the provisions of this title, the Planning Commission is authorized to approve special exceptions to the provisions of this title in accordance with the terms and provisions set forth in this section.

C. Initiation: A property owner, or the owner's agent, may request a special exception to the provisions of this title in accordance with the procedures set forth herein.

D. Procedure: An application for a special exception shall be considered and processed as follows:

1. A complete application shall be submitted to the Zoning Administrator in a form established by the City along with any fee established by the City's fee schedule. The application shall include at least the following information:

a. The name, address and telephone number of the applicant and the applicant's agent, if any.

b. The address and parcel identification of the subject property.

c. The zone, zone boundaries and present use of the subject property.

d. A complete description of the proposed special exception.

e. A plot plan showing the following:

(1) Applicant's name;

(2) Site address;

(3) Property boundaries and dimensions;

(4) Layout of existing and proposed buildings, parking, landscaping and utilities; and

(5) Adjoining property lines and uses within one hundred feet (100') of the subject property.

f. Such other and further information or documentation as the Zoning Administrator may deem necessary for a full and proper consideration and disposition of a particular application.

2. After the application is determined to be complete, the Zoning Administrator shall schedule a public hearing before the Planning Commission. Notice of public hearings shall be given as required by law and according to policies established by the commission. The Planning Commission shall take action on the application within a reasonable time after the filing of a complete application.

3. A staff report evaluating the application shall be prepared by the Zoning Administrator.

4. The Planning Commission shall hold a public hearing and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in subsection E of this section. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.

5. After the Planning Commission makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.

6. A record of all special exceptions shall be maintained in the Office of the Zoning Administrator. (Ord. 2018-11, 3-6-2018)

E. Approval Standards: The following standards shall apply to the approval of a special exception:

1. Conditions may be imposed as necessary to prevent or minimize adverse effects upon other property or improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning use, construction, character, location, landscaping, screening, parking and other matters relating to the purposes and objectives of this title. Such conditions shall be expressly set forth in the motion authorizing the special exception.

2. The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:

a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;

b. Will not create unreasonable traffic hazards;

c. Is located on a lot or parcel of sufficient size to accommodate the special exception.

F. Effect Of Approval: A special exception shall not authorize the establishment of any use nor the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for any approvals or permits that may be required by this title or other applicable provisions of this Code.

G. Amendments: The procedure for amending a special exception shall be the same as the original procedure set forth in this section.

H. Expiration: Subject to an extension of time, a special exception which is not exercised within one hundred eighty (180) days shall expire and have no further force or effect. (Ord. 2002-48, 12-11-2002)

CITY COUNCIL AGENDA

For Council Meeting:  
July 21, 2020

**PUBLIC HEARING:** North Farmington Station Project Master Plan and Development Agreement –  
STACK Real Estate *(applicant has withdrawn their application)*

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

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:  
July 21, 2020

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

1. Resolution Amending Chapter 9 of the Personnel Policies and Procedures Relating to Annual Leave
2. Approval of Minutes from June 23, 2020
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4. Improvements Agreement for Stone Peak Construction

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING  
CHAPTER 9 OF THE FARMINGTON CITY PERSONNEL POLICIES AND  
PROCEDURES RELATING TO ANNUAL LEAVE**

**WHEREAS**, the City Council has previously adopted the Farmington City Personnel Policies and Procedures; and

**WHEREAS**, the City Council desires to amend the provisions of Chapter 9 regarding annual leave as more particularly provided herein.

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

**Section 1. Amendment.** Chapter 9 of the Farmington City Personnel Policies and Procedures is hereby amended to read in its entirety as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

**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 21ST DAY OF JULY, 2020.**

FARMINGTON CITY

ATTEST:

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

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

## EXHIBIT "A"

### 9.030 Annual Leave.

(a) Full-time employees are entitled to annual leave with pay to be accrued in accordance with his/her tenure of employment as follows:

- (1) Twelve (12) days from **date of employment** through fifth years of employment, to accrue eight (8) hours per month;
- (2) Fifteen (15) days for the sixth through tenth years of employment, to accrue ten (10) hours per month;
- (3) Eighteen (18) days for the eleventh through fifteenth years of employment to accrue twelve (12) hours per month; and
- (4) Twenty-one (21) days for the sixteenth or more years of employment to accrue fourteen (14) hours per month, **and**

**(b) All department heads and employees who have appointed positions are entitled to annual leave with pay to be accrued as follows:**

- (1) Twenty-one (21) days from date of employment, to accrue at fourteen (14) hours per month.**

**(c) Department Heads, with the approval of the City Manager, may recommend starting an individual selected to fill a position at a higher accrual rate based on years of experience and a higher performance expectation.**

(d) Part-time employees, excluding school crossing guards, firefighters, and temporary employees, are entitled to annual leave with pay to be accrued as follows:

(1) Part-time employees working twenty (20) hours per week or more, but less than thirty (30) hours per week, shall accrue two (2) hours of annual leave per month for the first year of employment and four (4) hours of annual leave per month thereafter.

(2) Part-time employees working thirty (30) hours per week or more, shall accrue three (3) hours of annual leave per month for the first year of employment and six (6) hours of annual leave per month thereafter.

(3) "Years of Service" for those part-time employees accruing part-time annual leave who subsequently obtain full-time employee status with the City shall be computed on the basis of two (2) years of part-time service at twenty (20) hours per week or more as one (1) year of full-time service.

(4) Part-time employees are limited to taking annual leave on a weekly basis to no more than the normal weekly hours worked by the employee.

(e) Compensation for each day of annual leave shall be calculated at the employee's general rate of pay.

(f) Annual leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. A maximum of 240 hours of unused annual leave may be carried over to the following year. A maximum of 40 hours of unused annual leave accrued over 240 hours may be paid as cash-in-lieu of the accrued credit. Any unused annual leave in excess of 240 hours as of the end of each calendar year will be forfeited.

(g) Vacations should be requested and scheduled so as to meet the operating requirements of the City. The City will attempt to honor an employee's requested vacation dates, but retains the right to determine the final scheduling order or to change the vacation schedules according to the needs of the City. If a conflict of leave schedules exists, the length of service within the various departments shall be used to resolve the conflict.

(h) An authorized City holiday does not constitute a day of annual leave. When an authorized holiday falls within the time period of an employee's annual leave it shall be counted as a holiday rather than a day of annual leave.

(i) Annual leave for eligible employees is allowed only after it is accrued. Annual leave shall be accrued on the second pay period of each month and available for use the following pay period.

(j) Qualified employees participating in the RHS Plan for City matching contributions shall convert a minimum of two (2) days of annual leave per year to their RHS Plan savings account.

## FARMINGTON CITY – CITY COUNCIL MINUTES

JUNE 23, 2020

### WORK SESSION

*Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers 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; City Parks and Recreation Director Neil Miller; Public Works Director Larry Famuliner; Police Chief Wayne Hansen; Fire Chief Guido Smith; and Recording Secretary Deanne Chaston.*

### BUDGET DISCUSSION

The work session was held to discuss amending the annual budget for Fiscal Year ending June 30, 2020, and adopting the annual budget for Fiscal Year ending June 30, 2021. Councilwoman **Rebecca Wayment** offered the invocation. Mayor **Jim Talbot** advised the group to stay healthy while COVID case numbers are on the rise.

Finance Director **Greg Davis** shared a projection for sales tax revenue in the general fund. As of last night, Farmington received some additional sales revenue. While preparing the budget, **Davis** said that April's sales tax revenue has been the largest question mark, and he took a conservative approach. He has good news to share, as the actual number for April came in higher than the projected figure that was used to prepare the budget. The projected sales tax revenue was \$4.773 million, and now it is \$5.178 million for Fiscal Year 2020. This is about \$400,000 better than was projected, as the months of the pandemic turned out better than originally projected and resulted in only being behind \$122,000 from the original budget. Developmental inspection fees and building permits have come in better than anticipated as well. The budget had called for use of \$993,000 out of the "rainy day" fund, but the increased revenue means that less will need to be pulled out of the rainy day fund. As the sales tax figures from June still need to come in, **Davis** said there is still a lot to sort through in the next coming months. He said he will inform the Council of the results of a coming audit as well.

**Davis** also said that while preparing the budget, the certified tax rates had not come in yet, but they have now. The official general tax rate to support general obligations and debt is 0.001491.

City Manager **Shane Pace** said this is good news, as the City anticipates pulling less out of fund balance for the current fiscal year. It could have been as high as \$1 million coming out of fund balance. Unless the next two months of sales tax don't come in as expected, that won't happen. The proposed budget will only need \$150,000 out of the rainy day fund. **Pace** said he expects to maintain the fund balance for Fiscal Year 2021.

**Davis** said that there was some interest in postponing approval of the water rate increase, since it was just recently put in the newsletter. He said the Council could adopt the budget for next year without the fee increases within the water fund, or in other words, adopt the consolidated fee

schedule except for the water rate increases. He said it would amount to the loss of about \$6,000 each month in revenue if the water rate increase is not accepted.

### **NORTH FARMINGTON STTION EAST PROJECT MASTER PLAN (PMP)**

The Council discussed the upcoming North Farmington Station East Project Master Plan (PMP)/Development Agreement and Zone Change, comprised of 92 acres and various land uses. **Mayor Talbot** said the Project Master Plan is made up of three things: 1) office space next to the freeway; 2) the north component with retail and commercial, which will need a zone change from Agriculture (A) to Office Mixed Use (OMU); and 3) a residential portion. Assistant City Manager/Economic Development Director **Brigham Mellor** said tonight the Council will be considering everything east of the future Commerce Drive to the freeway, which is the office area. Later this week the Planning Commission will be considering everything west of the future Commerce Drive. The development agreement calls for every one acre of office, the developer gets three acres of residential.

City Councilman **Scott Isaacson** noted the change to the development agreement in the attachment proposed by the developer, calling for the construction timeline to be market-driven instead of formula-driven. He said it can't be both ways. Councilman **Shawn Beus** said it is confusing to have a PMP East and a PMP West.

Councilwoman **Amy Shumway** asked what the percentage would be for residential vs. commercial in the 33 acres of mixed use, denoted by a tan area. Community Development Director **Dave Petersen** said the developer is in the middle of a traffic analysis that will eventually produce data to be fed into the traffic model in order to answer that. The developer is planning a hotel in the commercial area by the freeway, with mixed uses including eating places and retail. **Mellor** said there had been mention of a grocery store also.

**Shumway** asked if it could be adjusted later in order to push more commercial. **Petersen** replied that since the table doesn't spell it out, the Council could push for more commercial in the future. He also said that it could be up to 130 residential rooftops, although the transportation model shows significantly less. The form-based code predicts density, and unless the developer puts in parking structures, it will be difficult to fit in all the residential they want to do. **Mellor** said the form-based code was the process used for the Avanti Apartments. **Pace** noted that the PMP East calls for 33 acres of residential, while PMP West (including the right of way) calls for another 35 acres.

**Mayor Talbot** said that the previous input that the Council members gave developer STACK was proper, and the Council should not lose control of development in this area. He said keeping the ratio would protect the City. **Petersen** said that once the area is designated PMP, the developer can put residential in there that sticks to the ratio. The developer doesn't want to stick to the ratio, and the Council does. Amending the regulating point requires a legislative action.

**Isaacson** said it would be more value added if residential apartments are located around the transit station. **Mellor** said the Council and developer have tried to work out a compromise in the past. **Petersen** mentioned that a decent compromise would be to get the developer to stick to

residential of 36 feet in height along the trail. He said there are homes in other neighborhoods that are taller than that.

**Beus** said his vote on the PMP East would depend on what will happen in the PMP West. **Petersen** said that the Council's motion could include that things don't go into effect until the trail boundary is determined, which worked well on the Cook property. **Pace** noted that the agreement doesn't require the developer to build office first, just consecutively with residential.

**Isaacson** asked that if the developer can't live with the ratio, shouldn't they bring that up in the Planning Commission? **Petersen** answered that the way the ordinance is written, the City Council can modify or add to the recommendations of the Planning Commission. It is always in the Council's purview to kick it back to the Planning Commission. **Pace** said if the Council were to approve what the Planning Commission recommended with the ratio intact, the developer would be able to do residential on 33 acres. **Mellor** emphasized that this is a very big deal.

**Mayor Talbot** said the community is concerned with the amount of residential that could be coming in with this proposal. **Petersen** said that although not required at this stage, a traffic study will be required with the first development plan. The development proposal would be denied if the road can't support the density proposed, or the developer would be forced to put in less dense residential. He said the absorption for this development is the year 2049, and as such all elements of the development wouldn't be built overnight because the market can't absorb it that fast. **Shumway** noted the traffic problems in Herriman and Riverton, and warned that Farmington needs to properly plan to avoid a similar situation.

## REGULAR SESSION

*Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson (by phone), 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; City Attorney Todd Godfrey; City Parks and Recreation Director Neil Miller; Public Works Director Larry Famuliner; Police Chief Wayne Hansen; and Recording Secretary Deanne Chaston.*

### **CALL TO ORDER:**

Mayor **Jim Talbot** called the meeting to order at 7:00 p.m. The meeting was held in person and electronically.

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

Councilman **Shawn Beus** offered the invocation, and the Pledge of Allegiance was led by **Mayor Talbot**.

### **Purchase of Home and Portion of Lot located at 588 North 1525 West**

Assistant City Manager/Economic Development Director **Brigham Mellor** said that the June 2 open house discussed how to keep freeway traffic coming off the West Davis Corridor from funneling through West Farmington neighborhoods. The City worked with engineers and land planning groups to determine the need for a four-lane road paralleling the 1525 West alignment to the east of the Denver and Rio Grande Western Rail Trail (D&RGW Trail).

While drawings are still conceptual at this time, it is apparent the home of resident **Deb Turpin** would be significantly impacted in any alignment scenario. The City decided to be proactive and mitigate that impact as soon as possible. In consultation with **Turpin** and the City Council, several different options were considered. **Turpin**'s total property is 1.01 acres and the appraisal came in at \$453,000. By buying the front half of her property with impact fees for the right of way (ROW), and then trading her back half for land owned by the Redevelopment Agency (RDA), the City can facilitate her wish to continue residing in Farmington. **Mellor** said this was an "arm's length transaction," and the City is not forcing anyone from their home. Under the terms of this agreement, **Turpin** will be permitted to stay in her home at 588 North 1525 West for 12 months (or longer, if needed) rent free while she constructs her new home. The culinary water utility stub will be installed by the City on her new half-acre lot at 55 West 100 North in East Farmington. By accepting this agreement, the City will waive **Turpin**'s building fees, with the exception of those identified as impact fees, at the issuance of a building permit on this particular lot. He said **Turpin** can tie into the storm drain system if needed.

**Mellor** said the City hasn't condemned property since 1983, and he was pleased with the outcome of these negotiations. The 1.01-acre west Farmington property will now be owned by the RDA. **Mellor** said he anticipates another \$2,000 in fees and the City would forgo the plan check and inspection fee. He said the City is also in discussions with **Mr. Cox**, who has property on the south. The City doesn't anticipate building that road immediately. **Mayor**

**Talbot** said this is a critical north-south artery the City needs to help move people, and it is a good practice to try to not condemn property if it can be avoided.

Resident **Deb Turpin**, 588 North 1525 West, Farmington, addressed the Council. She has lived in the home since 1993, raised her children there, and her grandchildren love the house. She said she was upset and cried at first, but then hired a lawyer and negotiated with the City. She is happy with the outcome, and said the City went out of their way to work with her.

***Motion:***

Councilman Scott **Isaacson** moved to approve the purchase and real estate contract between Farmington City (buyer) and **Deb Turpin** (seller) for the home and a portion of the lot located at 588 North 1525 West for \$453,000 (plus processing fees, taxes and insurance).

**Beus** seconded the motion. All Council members voted in favor, as there was no opposing vote.

## REDEVELOPMENT AGENCY MEETING

### *Motion:*

Councilwoman **Rebecca Wayment** made the motion to adjourn to the Redevelopment Agency meeting. Councilwoman **Amy Shumway** seconded the motion, which was unanimously approved.

During roll call, all members were present, including Councilman **Brett Anderson**, who attended telephonically.

### **Resolution Amending the Annual Budget For Fiscal Year ending June 30, 2020; and Adopting the Annual Budget for Fiscal Year ending June 30, 2021**

Finance Director **Greg Davis** said the RDA members (City Council members) could adopt the fee schedule as recommended except the water fee. However, that is not part of the RDA fund and could be voted on during the regular meeting.

### *Motion:*

**Wayment** moved to approve the Redevelopment Agency's annual budget for fiscal year ending June 30, 2020, and adopting the budget for fiscal year ending June 30, 2021.

**Shumway** seconded the motion. All members voted in favor, as there was no opposing vote.

### **Trade of Parcel ID: 070290024 for a Portion of Parcel ID: 08060016**

### *Motion:*

**Shumway** moved to approve the trade with **Deb Turpin** for property owned by the Redevelopment Agency located 55 West 100 North for the back part of her property for the at 558 North 1525 West.

Councilman **Scott Isaacson** seconded the motion. All members voted in favor, as there was no opposing vote. He noted that the appraisal showed that the trade included the same approximate size and value.

**Beus** said he appreciated the collaboration between the property owner and the City.

### *Motion:*

Councilman **Shawn Beus** made a motion to adjourn and reconvene to the open City Council meeting. The motion was seconded by **Wayment**, and was unanimously approved.

## **PUBLIC HEARINGS:**

### **Chestnut Farms Phase 3 Subdivision Plat Amendment**

Community Development Director **Dave Petersen** presented this agenda item. Applicant **Steve Van Otten** requested to amend the Chestnut Farms Phase 3 Subdivision Plat to adjust the south boundary line of Lot 306 by acquiring a 3,996 square foot strip of land from parcel 08-074-0063 to the south. This is on the north side of the 475 South area. The property is zoned Agricultural Estates (AE). The applicant desires to install a swimming pool within the 3,996 square feet. A plat amendment is required to adjust the boundary of the subdivision.

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. As this request does not include the signatures of all property owners within the plat, owners received notification per state law and were provided an opportunity to protest. On June 11, 2020, a letter was sent to all property owners regarding this proposed amendment. A protest was not received within 10 days, and one email came in that supported the amendment.

**Petersen** said there are concerns with the property owner placing landscaping like trees, boulders and pavers in the drainage easement for a line from 1350 South to the new crossroad and retention basin. He said if the City has to come in and replace the drainage line in the future, something could be recorded against the property that the resident would have to pay replacement costs for the landscaping that would be disturbed. **Brian Jacobs** with the Development Review Committee (DRC) works for Weber Basin and has seen such easement agreements with property owners. He previously mentioned this could be added as a condition for approval.

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

Applicant **Steve Van Otten** attended the meeting electronically via Zoom.

#### ***Motion:***

Councilman **Scott Isaacson** moved that the City Council approve the proposed plat amendment to the Chestnut Farms Phase 3 subdivision thereby adjusting the boundary line, as requested by the applicant, subject to all applicable Farmington City standards and ordinances and that all existing easements must remain in place. 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.

The finding for approval includes: the lot size created by the adjustment will be 0.89 acres, still greater than a half-acre in size. However, 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.

Councilman **Shawn Beus** seconded the motion. All Council members voted in favor, as there was no opposing vote.

## North Farmington Station East Project Master Plan (PMP)/Development Agreement and Zone Change

**Petersen** presented this agenda item. In November of 2016, the City received input from a number of stakeholders and contracted to conduct a planning charrette, which produced a conceptual master plan for the 220+ acres of property north of Shepard Creek, west of the Union Pacific tracks, east of the Denver and Rio Grande Western Rail Trail (D&RGW Trail), and south of Shepard Lane. The resulting master plan document, or sub-area master plan to the City's General Plan, was intended to guide and inform the development of a future mixed-use office park. **Petersen** said this area is different from the rest of the City, as it is a hole in the middle of Davis County that will someday have eight interchanges (including Legacy Parkway, West Davis Corridor, I-15, and U.S. 89) with a lot of access. As such, this area is not suited to single-family residential development. There are no cities to the east or west of Farmington, which is a long city stretching north to south. **Petersen** said the City would like to take advantage of the freeway access by having Class A office space, which is a good employment base.

On Tuesday, June 2, 2020, the City held an open house to receive citizen input regarding a proposed realignment to Commerce Drive, which is the major north to south street intended to connect 950 North to Park Lane. The Urban Design Associates (UDA) plan shows the corridor for this principal street close to Interstate 15 and the Union Pacific tracks. The proposed alignment is located further west at 1525 West. The North Farmington Station PMP places the Commerce Drive corridor in an alignment consistent with the information presented at the open house. The proposed PMP also shows a new principal street, Digital Drive, between Commerce Drive and I-15, which is also consistent with plans displayed at the open house.

STACK Real Estate is now proposing a more specific PMP encompassing some 104+ acres of the UDA master plan. Half the property is zoned Office Mixed Use (OMU) already, and the rest is proposed to be rezoned to OMU. An issue remains regarding the Development Agreement: the proposed office to residential ratio set forth in Paragraph 5.b. Although initially the applicant was in favor of such a ratio calling for one acre of office for every three acres of residential, he now maintains that due to the present uncertain office market due to COVID, they cannot fulfill that commitment right now.

On Thursday night, the Planning Commission will consider the PMP West, which is slightly smaller. At that upcoming meeting, the amendment to realign Commerce Drive will be presented with three proposed uses: office, hospitality, and mixed use commercial/residential. There will be a remote transit hub, an extension of commuter rail, to take commuters from the site. Two proposed development will provide a middle connection greenway for two regional trails (D&RGW Trail and Legacy Parkway Trail), as well as trail connections for Haight Creek and Shepard Creek.

**Isaacson** said he would like to wait for both PMP East and West to be presented before voting on either.

**Andrew Bybee** and **Nathan Rick**, representing STACK Real Estate, 2801 N. Thanksgiving Way #100, Lehi, Utah, addressed the Council. **Bybee** said working with the City in the past months has been first class. He wants North Farmington Station to be a SMART community on

the west side of Interstate 15. SMART stands for: Sustainable, Mixed use, Attractive, Realistic, and Transit-oriented.

**Rick** said that there are only two locations between Ogden and Provo with this much land as a blank canvas. This is a very rare opportunity and something really unique, a place to create a gathering place and employment center. He said his company has done four similar projects and built all over the Wasatch Front. A lot of developments are not sustainable, and the mix of uses is critical. It needs to be built in a quality way to stand the test of time, but also have lease and rental rates that people can afford. According to Envision Utah, the State's population will double by 2060, and we are out of land. The fringes for development are being pushed, and there is a better way to do it. It is not a new way, but an old way with having homes closer to services.

**Bybee** said tonight they will present their plans for everything east of Commerce Drive, and then two weeks later everything west of Commerce Drive. He said his company is fine with receiving approvals after both sides have been considered together, and there is no reason to get one approved before the other. He said the Development Agreement speaks of a cadence of office to residential. Pre-COVID his company felt they could get one office building off the ground. Post-COVID, his company does not feel comfortable with that cadence, and they consider themselves an expert in office space. Office is currently in a trench, and they believe these 130 acres deserves something different. They now believe there should not be a designated cadence of what should be built first. Rather, they would like to let the market determine what to start with and when, and have that included in the PMP. They also would like the public infrastructure to be paid for and installed by the City using available funding sources such as two CRAs.

**Beus** said the City and developer both have the same goal in mind, which is Class A office park, a place to live, work and play in Davis County. But section 5.b. is troubling. He asked **Rick** and **Bybee** if they were in agreement with section 5.b., which is the ratio of office to residential. **Bybee** said they are not in agreement. **Beus** asked what the developer would propose as an alternative. **Bybee** said to strike through section 5.b. entirely.

Councilman **Brett Anderson** asked what the market is driving right now. **Bybee** replied a shovel-ready site—with stubbed in infrastructure and roads—and residential. He said four months ago, it was office. But now, with the amount of inventory available, there is a trench in the office market that will have to be worked through before more inventory is put on the market. He said he hopes Farmington won't ask for them to wait for the office market to recover in order to develop this property. **Rick** requested a different treatment after COVID, as they debated whether to extend or not, and even if to do this project or not.

**Isaacson** said he was surprised that STACK hadn't involved the Development Review Committee (DRC), which is an important part of the process. He asked if the developer wanted the timing on Page 5 to be changed, or the balance of office and residential.

**Rick** said they are fully committed to the 29 acres fronting I-15 to be commercial office space. He said the only group that could change that is the City Council. He is confident that office will come back, but he doesn't know what that will look like in the future. They are comfortable

locking that in and focusing on office. However, they want consideration that they are not restricted, and that the market can dictate what to build otherwise. He said he is aware that a lot of multi-family residential has already been approved.

Councilwoman **Rebecca Wayment** asked if STACK is committed to 29 acres of Class A office, and if they still want 33 acres of residential. **Rick** replied they are committed to 15 acres of commercial or additional office. He said STACK is willing to lock in land uses so the City is in control.

**Mayor Talbot** asked who dictates the market. Is it a real estate agent? He said STACK is changing the whole game plan from office to residential after COVID hit. He said it was a fast change that he is not comfortable with. He said the City hasn't changed their game plan, and when STACK did, it threw the City for a real loop. Perhaps it would be better to let a few months or years go by to continue the conversation.

**Rick** said he acknowledges the Mayor's concerns, and agreed they did change the game after coming to an agreement with the City. However, COVID has caused the most massive economic disruption in the history of the U.S. What took five years during the Great Depression happened in three months now. He said it is honestly scary to make this commitment. He said lenders will dictate what the market drives. STACK manages 2.5 million square feet of office space, and only 10 to 15 percent of that is full. Parking lots are empty. He said they don't know when it will turn around. They thought by the end of the summer tenants would come back, but only half came back. The rest of the square footage was put back on the market. He said if the City could help get the site shovel ready, so that it has the capability to have a project built in 12 to 14 months, STACK will market the heck out of it. However, it would be nice if they didn't have the additional pressure of the ratio.

**Bybee** said if lenders don't lend and tenants don't lease, or resident don't rent or buy, then STACK doesn't have a project. He said worst case scenario is that there is residential in the tan-colored area, and nothing in the blue colored area. He asked if the blue was left blank, yet the only thing that could go there was office, would the City have lost its vision? Millions of dollars have been invested in that dirt.

Councilwoman **Amy Shumway** said it is reckless of the City Council to take 5.b. out, as it leaves it wide open. If the market is allowed to dictate, it will leave the development with all residential and no business park. She said she has no problem with residential being started along the rail trail. She would like more negotiation to take place.

**Mayor Talbot** opened the Public Hearing.

**Rich Haws**, with Red Barn Farms, at 1200 W. Red Barn Lane, Farmington, addressed the Council. He said he started this process 25 years ago, and built the first three-story office park. He planned a second office building, a five-story building. Because of the COVID-19 situation, he has been considering alternatives. He has met with STACK and is excited to work with them. He wondered if some of STACK's requirements could be met by using his property, which he said is shovel-ready.

**Ben Rollins**, 902 Lands End Road, Farmington, said North Farmington Station is exactly what the City needs. He said his neighbor works for Farmington, is from Farmington, but started his business in Utah County because Farmington lacks a center of gravity. He said he wants residential in the area, not random apartment buildings throughout the City. He said the “cool kids” need a place to go North of Salt Lake City. He would hate to lose that in Farmington with regulations that go against the market.

**Chris Roybal**, 1267 W. 1875 North, Farmington, said he is familiar with economic development as the past president and CEO of EDCUtah, as well as Governor Huntsman’s chief economic advisor. He said North Farmington Station has been 50 years in the making. He said there is only one other site on the Wasatch Front similar to Farmington’s, and that is Draper, which is 15 to 20 years out. This development would be 1.5 million square feet of technology park office space employing 10,000 people above the average wage. He said that even though COVID has knocked office on its head short term, he is an optimist. He said Farmington has serious advantages over other sites, and he hopes the dialog continues moving forward.

**Cindy Roybal**, 1267 W. 1875 North, Farmington, has served on both the Planning Commission and City Council of Farmington in the past, and has lived in the City for over 30 years. She said she feels very passionate about this project. She says the City has rarely if ever seen a developer the quality of STACK walk in and say they want to be part of a development in Farmington. She hopes that negotiations will continue.

**Chris Falk**, 2946 W. 550 North, West Point, addressed the Council. He is a principal broker for Newmark Knight Frank, a commercial real estate firm in Salt Lake City. He said he is a big believer in commercial real estate in Davis County, and has been working with the owners of the land in question for years. He hopes to bring great Class A office products to the County. He said he was bringing real time numbers to Council members that night. Pre-COVID, the market could handle 3.5 million square feet in new office construction. However, since March 1, 550,000 square feet of sublease space has been added to the market. That is a big add. The 10-year average is 19,000 square feet per year of sublease space being added to the market. He said it will take three to seven years to absorb that 550,000 square feet of sublease space. The data suggests up to seven years, but he doesn’t believe it will take that long. He said he is seeing lenders unwilling to lend on speculative build projects, as well as developers in other states backing away from projects. While he believes the office market will rebound, he can’t give a definite time frame of when that will happen. He said there are three questions tenants typically ask: 1) the distance to the airport; 2) access to mass transit and amenities; and 3) access to amenities such as entertainment, food and concessions for employees, and single-family and multi-family housing. Since thousands of tenants have interest in this area, he hopes there will be friendly collaboration on this project. He said it is a once-in-a-lifetime legacy opportunity.

**Jason Lindsey**, 23 E 600 North, Farmington, addressed the Council. He started Overstock.com, and he and 300,000 of his employees commute to work in the Cottonwood area. He would like to have this project in Farmington. He also is a commercial investor in St. George, where he can’t get new tenants now. He has been resurfacing all his parking asphalt because there are no cars there lately. He is an investor with STACK and is worried about the project if the developer

is forced to develop office. His son, an entrepreneur, lives in Farmington, and he hopes his commute can be shorter in the future than it is now to Salt Lake. He said if office has to be first, Farmington City will drive away the best developer in the state, in his opinion.

**Chris Watkins**, 1922 N. Compton Road, Farmington, said he grew up in Farmington. He is a private citizen with a retail investment company in Farmington. His retail restaurant investment is Ruth's Chris Steak House in Salt Lake City, which he said is the second largest producing franchise in the United States. The number one franchisee in Indianapolis told **Watkins** that if he didn't get involved with the mixed-use model with retail on bottom and higher residential above, he wasn't going to beat them. **Watkins** said that was the first time he recognized that this development in Farmington was an opportunity that he didn't want to pass on. This project could make a company like his, and emphasize a whole different clientele of retail.

**Jake Lindsey**, 23 E. 600 North, Farmington, said he has lived in Farmington for four years. He said this project would make it easier for him to decide to stay in Farmington, as it makes complete sense to him as an entrepreneur.

**Kyle Stowell**, 1764 Burke Lane, Farmington, addressed the Council. He said he represented neighbors and friends, and had been following this issue on social media. He said for the existing residents, this will have a huge impact on them with tall buildings and high density. He would like a buffer and transition in building heights. For the people he has talked to, the buildings are just too tall. He would like to see some discussion about building heights, and a limit on the number of feet. He asked about the 200-foot buffer, and if it would go the whole length of the rail trail.

**Shawn Alabrando**, 1453 W Thomas Drive, Kaysville, addressed the Council. As a developer, although not affiliated with STACK, he is considering developing 10 to 20 acres in the area. His family shops, eats and plays in Farmington. He said very few developers can take on a project of this size, and he supports the project. He said the project would benefit Farmington and its residents in several ways. It would be a distinguished landmark of the City that residents and the City could be proud of. STACK is one of the top office builders in the state, and they build beautiful buildings where employees like to work. If Farmington allowed various developers to build 5 to 20-acre pieces, it would end up with hodge podge development that wouldn't look nearly as nice and flow as well as if there was a single developer doing it. He said partnering with STACK is perfect for Farmington. This project could take 10 to 30 years to develop. He is not patient enough to spend that kind of time on a project, but a project of this scale is important to the City.

**Lori Conover**-469 Quail Run Road, Farmington, addressed the Council electronically. She said she grew up in Farmington, came back, and loves the feel of Farmington. However, this project would change the City. She said with the freeway entrances on and off, it makes sense to have office in this area. However, the building heights are a concern to her. She would like to see some land retained to be used for agriculture, and asked the Council to consider the citizens of Farmington.

**Mayor Talbot** closed the Public Hearing. He said this was a big public hearing.

**Wayment** said she appreciated the public input, and was excited to have STACK take on this project, as she is impressed with their products. They brought the project to life for her instead of just having in on paper. Farmington has been a bedroom community for a long time, but won the jackpot with Station Park. This has the same potential that if done right, would be a huge gem in Farmington. However, she said she is concerned about jumping into something three months post-COVID that looks different than what the City had worked for and longed for, for more than 20 years. She said she doesn't want to give up her dream of having office space in this section of the City. She said if the build starts with residential, she is afraid it will end only with residential and the dream of an office park could disappear. While she is on board with the project, she doesn't feel comfortable with taking out part B. She wants office and residential to go in at the same time, or office space to go in first. But she doesn't want to see this die on the chopping block. She hopes in this volatile time that a solution could be realized. She said this PMP is too important to have residential be first.

**Wayment** asked about minimum and maximum building heights. **Petersen** said the PMP West starts at 36 feet in height after the buffer, then moves up in a tiered approach from there. He is more worried about a minimum height. He said there is a big difference in cost from six stories vs. 12.

**Wayment** said she has been in office spaces since the 1990s, and there have been a lot of iterations since then. She predicted that post-COVID office spaces will be innovative. While it may take time to see the demand, she thinks that time will result in a better product.

**Beus** said his background is economic development, and he is a huge fan of the market driving decisions like this. While cities stepping in can be an abuse of power, sometimes the market gets it wrong. He said his default is market-driven, and so he would like to see more flexibility for section B. A rework of 5.b. will be important Thursday at the Planning Commission meeting. He also wants to pursue what **Rich Haws** suggested during public comment. He would like to respect the expectations of the other tax paying entities in the CRA, such as the school district, which is the largest entity. He said he does believe the office market has changed. During his career, he has never worked from home before. He loves it and doesn't want to go back. He said he is hearing momentum to table this agenda item tonight.

**Isaacson** said he is really impressed with this project, a future walkable community. Given the economic collapse that has been suffered, he respects that STACK is willing to continue. This agreement is pursuant to Statute Section 11-18-140, and he doesn't think this does everything it should such as common area management plan, architectural plans, etc. He said he is leaning towards tabling this. This agreement is important to the future of the City, so the requirements in that section should be reviewed. He wants the agreement to meet all statutory requirements. Since this will govern at least the next 20 years of that project, it should touch on all of Section E of the code. He would like to understand more about what STACK is asking for regarding infrastructure, but that can be done later. **Pace** said the Council hasn't seen the reimbursement agreement yet, and that relates to infrastructure for roads, utilities and financing. **Isaacson** said

he feels he is more sympathetic to the developer's plight than his fellow council members, and he has a sense that the Council may need to be more flexible.

**Rick** said that it may have been a better deal with how it was written previously, but it would require STACK to commit to a \$30 million building without having tenants in place. It is difficult now to find a lender and a tenant. What the market wants now is residential.

Assistant City Manager/Economic Development Director **Brigham Mellor** said a lot of work has gone into assembling this property, and it has been worked on for over 10 years. He said he fully believes there is a way to work out a compromise, but it is not STACK's way or the highway. He understands they have 132 acres under contract, and that they are beholden to the market, but they and the City have to work together. He said if the Council decides to table this, they should recommend some instructions to work out a compromise. He said it is a big mistake to do all the residential they want whenever they want to do it.

**Mellor** said commitments have been made to taxing entities that Farmington will build office, and the City will have to answer to the State, County and School District. If they see only residential going up, they will be mad. He said the City has stood before residents for years through master plans, but to then build apartments based on three months of COVID is not good.

City Attorney **Todd Godfrey** said he has watched a lot of Councils sit right where the Council is now, and struggle with issues like this. The way he has seen these issues resolved is not just through the Development Agreement and Project Master Plan. There is a lot of room to talk about how to structure something that hasn't been thought about yet. He said the Council can step back from it, because he has some ideas and there are things that can work. He does think it would be wise to table this agenda item as the Development Agreement is not in executable form. Neither party want to sign it, and there is work to do to bridge that gap.

**Mayor Talbot** said he doesn't want to feel pressure to do something just to do it. Things need to be done to get everyone on the same page. No one is saying the City doesn't want STACK to be part of Farmington or do this project. But it is important the developer understands and respects what the City is trying to do. This should not be a deal killer, and nobody should be threatening anything. The City hasn't gone this far in negotiations with an attorney, but the developer has. This is a squabble that doesn't need to happen, and both parties need to be happy. On one side, he is sensitive to the huge layout of cash on the part of the developer. On the other side, the City needs to do its part to have it shovel-ready.

**Pace** said the City has physical constraints, and needs a minimum of two years for roads. He said construction can only happen on Burke Lane because that is the only road that is ready right now.

**Beus** said he would like to table this item, but look into what **Haws** brought up and have time to consult with the City Attorney. **Godfrey** said it would be good for the Planning Commission to consider the PMP West on their upcoming agenda, which will be a public hearing.

***Motion:***

**Beus** moved that the City Council table consideration of the North Farmington Station East PMP.

**Wayment** seconded the motion. All Council members voted in favor, as there was no opposing vote.

**Isaacson** said there is a deal to be made, even if he needs to help. **Mayor Talbot** said he wants to go on record saying that there is a deal to be made.

**NEW BUSINESS:**

**Exception to Dead End Street Standard—Second Point of Independent Access—Brighton Homes**

**Petersen** presented this agenda item. He said Brighton Homes will purchase the Cook property and the hotel and office building is not possible anymore. On June 12, 2020, the Planning Commission approved the Preliminary Plat and recommended the exception regarding dead end streets. The developer is proposing 50 townhomes for this site, which is consistent with the recommended amount from the City Council. However, the maximum allowance for a dead end street is 24 units. This proposed exception would allow the applicant to build 50 townhomes on the dead end.

In the original plan, Parcel A was slated for hotel or office space. COVID has made financing hotel or office space difficult at this time, and forced the party developing the northern section out of the plan at this time. Originally an exception was unnecessary because entrances to the hotel would provide secondary access. The northern parcel of the site will presently remain undeveloped, and the applicant will place the public road and bridge or box culvert over Shepard Creek. This is in lieu of a 20-foot wide creek trail that does not enhance the site aesthetically or practically. **Petersen** said the 20-foot wide meandering trails for a second point of access seemed like a Band-aid that would be a mistake to make. The applicant will finance and execute the improvements, while the pioneering agreement will ensure property owners reimburse their part when Parcel A develops. **Petersen** said this dead end makes sense contextually, while providing good improvement to the property. It will be nice to have the culvert in and have connection over to the Jones property. Both the Planning Commission and DRC recommended this exception. So, now the trail will be eight feet wide, and the road will be brought all the way to the Jones site.

**Mayor Talbot** said that here is another example of giving in to 50 residential units in order to get a hotel, but now the City didn't end up getting the hotel. **Shumway** said this is a lesson learned on a smaller piece of property. **Wayment** asked what would happen if the City Council didn't approve the exception. **Petersen** said the streets would have to be widened to 20 feet for fire trucks and garbage trucks, and the number of units would have to be reduced from 50 to 24 units.

***Motion:***

**Shumway** moved that the City Council not require a second point of independent access for the proposed east-to-west public road as shown on the preliminary plat for the Farmington Station Parkway Subdivision subject to the following conditions:

1. The developer must dedicate the right of way and construct the road including, but not limited to, all improvements, utilities and box culvert across Shepard Creek, stubbed to the west property line.
2. The City shall enter into a pioneering agreement with the developer to enable possible reimbursement for a portion of the improvements starting from the east side of Shepard Creek west to the west property line.

**Findings for Approval:**

1. The exception is recommended by the Planning Commission, planning staff, the City Engineer and the Public Works Department.
2. The exception does not compromise full turn-around movements for the Fire Department and garbage pick-up.
3. The ordinance likely assumes dwelling units to mean single-family homes, which produce more traffic than townhomes; therefore, the dead end street will likely service 50 townhomes sufficiently.
4. Approval of the special exception ensures good improvement to the property via the public road. It supports future development on neighboring properties via the bridge or culvert.

**Isaacson** seconded the motion. **Wayment** voted nay. **Anderson, Isaacson, Beus** and **Shumway** voted aye.

**Resolution Amending the Annual Budget For Fiscal Year ending June 30, 2020; and Adopting the Annual Budget for Fiscal Year ending June 30, 2021**

**Mayor Talbot** said he spoke with **Anderson** prior to this meeting about the finances, and **Anderson** is comfortable with the budget as proposed.

***Motion:***

**Beus** moved to approve and adopt the resolution amending the budget for fiscal year ending June 30, 2020, adopt the budget for fiscal year ending June 30, 2021, and adopt the certified property tax rate of 0.001491 for fiscal year 2021. However, the water fee increase will be stricken from the fee schedule at this time.

**Wayment** 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 the First Amended and Restated Interlocal Agreement—Utah Risk Management Agency (URMA).

**Isaacson** said he read it in its entirety and thinks it is fine.

#### *Motion:*

**Isaacson** moved to approve the Summary Action list items as noted in the staff report.

**Shumway** seconded the motion. All Council members voted in favor, as there was no opposing vote.

## GOVERNING BODY REPORTS:

### City Manager Report

**Pace** presented the Fraud Risk Assessment prepared by City Treasurer **Shannon Harper**. Beginning in 2020, the Office of the State Auditor requires that all local governments complete a fraud risk assessment internally.

Finance Director **Greg Davis** said the assessment is to see if the City has good staffing, internal controls, policies, and internal controls to reduce the risk of fraud. He said after completing the State Auditor's fraud risk assessment, the City has found that it is currently at "very low" risk for fraud. He said there is a need to formalize the involvement and role of the committee, which is the City Council.

Police Chief **Wayne Hansen** said he had a request from a resident, Travis Jarmin, father of an African American 13-year-old son. He had some fears and worries, and would like to organize a rally on Tuesday, June 30, for 200 to 300 people to show their solidarity. It would be family-friendly and youth-oriented with a speaker and a walk through the park. They requested a waiver of fees for scheduling the park. **Hansen** said there is not a need for additional staffing.

**Beus** said it sounds like a free speech rally, and asked if the City has a zone for that. **Pace** said Farmington used to, but does not anymore. **Mayor Talbot** said to be careful setting a precedence with fee waivers, but he is not opposed if the Council wants to give the authority to eliminate the fee for the rally. **Isaacson** said it would be wise to articulate the reasons why the waiver is offered, such as: in recognition of the significant and unique time of our country facing racial issues, the City is showing support for human rights. **Hansen** said the fee helps cover the costs of renting the park.

City Recorder **Holly Gadd** said she has been working on the policies and procedures manual, and she would like to change the vacation policy. Under the current policy, upon being hired, an employee is allowed four hours a month of vacation for the probationary period. After that, it bumps up to eight hours every month. As it is an impediment when hiring, **Gadd** would like to eliminate the four hours. Farmington has a number of employees they have brought on from

other cities with lots of experience such as police, fire, and paramedics. She would like the ability to provide more vacation time up front with the approval of the City Manager and upon recommendation of the Department Head for individuals with previous experience. **Beus** said the current policy is below market.

**Pace** said that he has been employed with Farmington for 1.5 years, and the longest he has taken time off is two days. This vacation policy applies to him, as his contract does not address additional vacation time. **Mayor Talbot** said when an exempt or appointed full-time employee is hired, that policy should not apply. However, it should apply to regular hourly employees.

**Pace** brought up CARES funding, and said the City has not had a lot of expenditures due to the virus. There was a suggestion to use CARES funding to extend internet fiber to all parks. The City Attorney and County Auditor both didn't think it was viable to being reimbursed through the CARES Act. Davis County proposed putting \$5 million of its CARES funds toward small business grants, and asked cities to match it. **Pace** asked the Council to take half the money Farmington had received to put in a pool for small business grants, which would help revitalize the County's economy. **Mayor Talbot** said he heard about this in the Council of Governments (COG) meeting, and that the deadline to get the money to businesses is the first part of July. He said all the mayors thought it was a good idea to have the County manage it. He suggested Farmington use the business license list to send out a letter to all business to contact the County regarding these grants.

**Pace** said that CRS has now vacated the City building upstairs, and Farmington will begin locating six employee offices there. The existing offices are extremely small, so the City is getting bids on costs to change the layout.

#### **Mayor Talbot and City Council Reports**

**Shumway** mentioned that she got her 15, 30 and 50 miler award on Farmington trails.

#### **ADJOURNMENT**

##### ***Motion:***

**Wayment** made a motion to adjourn the meeting. **Shumway** seconded the motion, which was unanimously approved.

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**Holly Gadd, Recorder**

## FARMINGTON CITY – CITY COUNCIL MINUTES

JULY 7, 2020

### 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 Attorney Todd Godfrey; Police Chief Wayne Hansen; and Recording Secretary Deanne Chaston.*

### **CALL TO ORDER:**

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

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

City Councilman **Brett Anderson** offered the invocation, and the Pledge of Allegiance was led by Councilman **Scott Isaacson**.

### **PRESENTATIONS:**

**Mayor Talbot** recalled how CenterCal got involved in the Station Park development a decade ago. He called it a gem for the city and Farmington was on the cutting edge of trying to do this tax increment deal. He said the City paid off the \$18.5 million in RDA in eight years, which is incredible. He said it takes a special kind of developer to make this sort of thing happen.

**Mayor Talbot** presented a check for the final tax increment disbursement from the Station Park RDA to **Craig Trottier** with CenterCal. Prior to the construction of Station Park, Davis County was collecting \$32 per year property tax across all government entities. Now 13 years after Farmington entered into the Agreement for Development of Land, the total sales taxes paid annually total around \$4 million dollars. This tax increment deal is considered one of the best in the state's history for all parties involved. **Mayor Talbot** said the development stopped for two years, but CenterCal had the stability to continue on.

**Craig Trottier** addressed the Council. He is a Davis County resident, a native of Bountiful. He has been in real estate for more than 30 years across the Western United States, and Station Park is dear to his heart.

City Manager **Shane Pace** said CenterCal has put \$350 million into Farmington, so the \$18.5 million was a good investment. Assistant City Manager/Economic Development Director **Brigham Mellor** said he remembers talking about REI and trying to get them to come to Farmington as a tenant. Although the City considered a tax incentive to get them, the developer never needed to offer that. **Mellor** said that is a testament to the honesty of CenterCal as a developer.

## **SUMMARY ACTION:**

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

The Council considered the Summary Action List including approval of minutes from June 9, 2020; Federal Aid agreement with the Utah Department of Transportation (UDOT) for the 400 West and State Street pedestrian signal crossing; and Federal Aid Agreement with UDOT for the Park Lane widening project.

#### ***Motion:***

Councilwoman **Amy Shumway** moved to approve the Summary Action list items as noted in the staff report.

Councilman **Shawn Beus** seconded the motion. All Council members voted in favor, as there was no opposing vote.

## **GOVERNING BODY REPORTS:**

### **City Manager Report**

**Pace** said a Black Lives Matter rally was held in the community last week. He was very impressed with how the Police and Parks and Recreation Departments handled it. About 350 people showed up.

Police Chief **Wayne Hansen** said it went well despite not knowing what to expect, especially after what had happened in Provo two nights before. He was in contact the Travis and Kristy Jarman family, who has a Black adopted son and wanted to hold he rally to show Farmington's support of their son. The family visited with the Police Department prior to the rally and had a good interchange. One rally participant that night put their hands up and said, "Don't shoot," but the rally continued on without acknowledging the act.

**Beus** had positive feedback from the organizers. The Davis County Sheriff was there in uniform. There was one small incident when someone at the end of the rally at 10 p.m. came and yelled, "Go home."

### **Mayor Talbot and City Council Reports**

**Beus** said he is meeting Thursday with the Mosquito Abatement. He has not heard from the Historic Preservation Committee. **Pace** said the Hallmark Channel will be doing some filming in the museum coming up, and asked **Beus** to inform the committee. Farmington is one of the top small hometowns Hallmark likes to use for filming.

**Shumway** said there was lots of drama from the Trails Committee that she will comment on in a future meeting.

Councilwoman **Rebecca Wayment** mentioned that the schools mentioned what they will be doing for the fall. She would like a follow up on fiber options for city residents. She said where she lives, there is only CenturyLink and Comcast, and many others don't even have Comcast. If

there is going to be online schooling again, residents need reliable, fast Internet. It may become a big issue. She would like an update later.

**Pace** said he will update the Council when he has something to report on. Despite his search, he hasn't found many options. He has heard that Kaysville recently went through an RFP process, and he would like to get their information. Kaysville had some community kick back on that. He has heard that the CARES Act would not fund fiber, although he would have supported that. He said it would cost \$25 million to bring fiber to Farmington, and many companies would not want to do that without City participation. He suggests putting it to a citizen vote to end the controversy of whether the private sector or government should pay for it. There is a contingency of people who would be willing to pay for higher speeds, but another contingent who doesn't want the government involved in it. **Beus** brought up that there is Echo Broadband, with 100 mgs and 250 mgs options on the west side. **Wayment** and **Pace** said trees are a problem with line-of-sight Internet connectivity in the City.

### **CLOSED SESSION**

#### ***Motion:***

**Beus** made the motion to go into a closed meeting for the purpose of property acquisition and disposition. **Anderson** 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.

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**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:***

**Wayment** made a motion to adjourn the meeting. **Shumway** seconded the motion, which was unanimously approved.

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**Holly Gadd, Recorder**

DRAFT



# 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: Carly Rowe, Planning Department

Date: July 14, 2020

SUBJECT: **PARCEL #08-052-0269 IMPROVEMENTS AGREEMENT**  
Cash Bond Form

### RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Stone Peak Construction for Prince Metes and Bounds Subdivision (southwest lot only) and America First Credit Union for the above listed development.

### BACKGROUND

The bond estimate for Parcel #08-052-0269 is \$6,149.00, which includes a 10% warranty bond. Stone Peak Construction has submitted a Cash Form Improvements Agreement with America First Credit Union 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, the entire bond except the warranty amount will be released. After a warranty period of one year, the warranty bond will be release once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Carly Rowe  
Planning Department

Review and Concur,

Shane Pace  
City Manager

**FARMINGTON CITY**  
**IMPROVEMENTS AGREEMENT**

**(CASH FORM)**

**THIS AGREEMENT** is made by and between STONE PEAK CONSTRUCTION (hereinafter "Developer"), whose address is 2338 OAKRIDGE DR LAYTON, 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 244 W 1000 N PRINCE, located at approximately 244 W 1000 N, 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 \$ 6,149.

**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 \$ 6,149 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

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

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

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

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

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if 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 if 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 7 day of July, 2020

CITY:

FARMINGTON CITY CORPORATION

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

ATTEST:

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

DEVELOPER:

STONE PEAK CONSTRUCTION

By: Kefwily

Its: OWNER

**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) X

STATE OF UTAH )

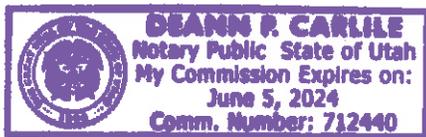
: ss.

COUNTY OF Davis )

On this 2nd day of July, 2020, personally appeared before me Kirt T Merrill who being by me duly sworn did say that he or she is the Developer of Stone Peak Construction a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Deann R. Carlile  
NOTARY PUBLIC

Residing in Farmington County, Davis.





Receipt No: 8.007014

Jul 2, 2020

PER#15311/STONE PEAK CONSTRUCTION

Previous Balance: .00

PLANNING @ ZONING

CASH BOND/DEVELOPER 6,149.00

10-225200

DEVELOPER BONDS HELD & PAYABLE

Total: 6,149.00

CHECK

Check No: 1451 6,149.00

Payor:

PER#15311/STONE PEAK CONSTRUCTION

Total Applied: 6,149.00

Change Tendered: .00

07/02/2020 12:55 PM

FARMINGTON CITY CORP.

160 SOUTH MAIN

P.O. BOX 160

FARMINGTON UT 84025

451-2383

Prince Subdivision  
Bond Estimate  
May 21, 2020

**244 W 1000 N**

Item	Quantity	Unit	Unit Cost	Bond Amount
Clear and Grub	1	LS	\$ 500.00	\$ 500.00
Rough Grade	1	LS	\$ 500.00	\$ 500.00
Sawcut Asphalt	180	LF	\$ 4.00	\$ 720.00
Curb and Gutter w/ Base	90	LF	\$ 20.00	\$ 1,800.00
Sidewalk w/ Base	0	SF	\$ 6.00	\$
12" Road Base	360	SF	\$ 2.50	\$ 900.00
3" Asphalt Road	360	SF	\$ 3.25	\$ 1,170.00
Sewer Lateral	1	EA	\$ 1,500.00	\$ <del>1,500.00</del>
Water Lateral	1	EA	\$ 1,800.00	\$ <del>1,800.00</del>
SWPPP	1	LS	\$ 1,200.00	\$ <del>1,200.00</del>
<b>Subtotal</b>				\$ 10,090.00
<b>10% Warranty Bond</b>				\$ 1,009.00
<b>Total</b>				\$ 11,099.00

5590  
559  
6,149

**218 W 1000 N**

Item	Quantity	Unit	Unit Cost	Bond Amount
Clear and Grub	1	LS	\$ 1,000.00	\$ 1,000.00
Rough Grade	1	LS	\$ 1,000.00	\$ 1,000.00
Sawcut Asphalt	232	LF	\$ 4.00	\$ 928.00
Curb and Gutter w/ Base	116	LF	\$ 20.00	\$ 2,320.00
Sidewalk w/ Base	0	SF	\$ 6.00	\$
12" Road Base	632	SF	\$ 2.50	\$ 1,580.00
3" Asphalt Road	632	SF	\$ 3.25	\$ 2,054.00
Sewer Lateral	0	EA	\$ 1,500.00	\$
Water Lateral	0	EA	\$ 1,800.00	\$
SWPPP	1	LS	\$ 1,200.00	\$ 8,882.00
<b>10% Warranty Bond</b>				\$ 888.20
<b>Total</b>				\$ 9,770.20

**222 W 1000 N**

Item	Quantity	Unit	Unit Cost	Bond Amount
Clear and Grub	1	LS	\$ 500.00	\$ 500.00
Clear and Grub	2	LS	\$ 500.00	\$ 1,000.00
Sawcut Asphalt	96	LF	\$ 4.00	\$ 384.00
Curb and Gutter w/ Base	48	LF	\$ 20.00	\$ 960.00
Sidewalk w/ Base	0	SF	\$ 6.00	\$
12" Road Base	192	SF	\$ 2.50	\$ 480.00
3" Asphalt Road	192	SF	\$ 3.25	\$ 624.00

System	Bond Released	Current Draw	%
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0 #DIV/0!	
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0

System	Bond Released	Current Draw	%
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0 #DIV/0!	
	0	0	0
	0	0	0
	0	0 #DIV/0!	
	0	0 #DIV/0!	

System	Bond Released	Current Draw	%
	0	0	0
	0	0	0
	0	1 0.002604	
	0	2 0.002083	
	0	3 #DIV/0!	
	0	0	0
	0	0	0

Sewer Lateral	0	EA	\$ 1,500.00	\$	
Water Lateral	0	EA	\$ 1,800.00	\$	
SWPPP	1	LS	\$ 1,200.00	\$	1,200.00
<b>Subtotal</b>				\$	<b>5,148.00</b>
<b>10% Warranty Bond</b>				\$	<b>514.80</b>
<b>Total</b>				\$	<b>5,662.80</b>

<b>Total Bond</b>				\$	<b>26,532.00</b>
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**Cash Deposits**

Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	0	SF	\$ 0.30	\$
Street Signs	0	EA	\$ 300.00	\$
Street Lights	0	EA	\$ 4,500.00	\$

**Prince Subdivision  
Road Excavation Bond Estimate  
May 21, 2020**

<b>Existing Improvements</b>				
<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Bond Amount</b>
Asphalt Replacement	1184	SF	\$ 4.00	\$ 4,736
Permit Fee	1	LS	\$ 65.00	\$ 65
<b>Total</b>				<b>\$ 4,801</b>

CITY COUNCIL AGENDA

For Council Meeting:  
July 21, 2020

**SUBJECT: City Manager Report**

1. Building Activity Report for June

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

Month of June 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
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	9	9	\$3,534,632.63	404	404
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	269	269
CARPORT/GARAGE	0		\$0.00	36	
OTHER RESIDENTIAL	0	0	\$0.00	27	0
<b>SUB-TOTAL</b>	<b>9</b>	<b>9</b>	<b>\$3,534,632.63</b>	<b>736</b>	<b>673</b>
<b>REMODELS / ALTERATION / ADDITIONS ****</b>					
BASEMENT FINISH	4		\$45,069.48	123	
ADDITIONS/REMODELS	5		\$269,000.17	121	
SWIMMING POOLS/SPAS	4		\$148,884.60	62	
OTHER	35		\$414,107.90	1439	
<b>SUB-TOTAL</b>	<b>44</b>		<b>\$877,062.15</b>	<b>1745</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	1		\$3,511,428.44	34	
PUBLIC/INSTITUTIONAL	0		\$0.00	7	
CHURCHES	0		\$0.00	1	
OTHER	2		\$18,500.00	61	
<b>SUB-TOTAL</b>	<b>3</b>		<b>\$3,529,928.44</b>	<b>103</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	2		\$122,496.00	95	
OFFICE	0		\$0.00	20	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	14	
<b>SUB-TOTAL</b>	<b>2</b>		<b>\$ 122,496.00</b>	<b>130</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
MISC.	0		\$0.00	77	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>77</b>	
<b>TOTALS</b>	<b>58</b>	<b>9</b>	<b>\$8,064,119.22</b>	<b>2791</b>	<b>673</b>

CITY COUNCIL AGENDA

For Council Meeting:  
July 21, 2020

**SUBJECT: Mayor Talbot & City Council Reports**

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