

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.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, August 18, 2020, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

In consideration of the COVID-19 pandemic, attendance will be monitored and will be limited to less than 50 individuals, including Council, staff and applicants.

Masks are recommended, and all of those in attendance will be required to participate in a socially distant manner.

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 Zone Text Change Request removing Residential from the GMU Zone

OLD BUSINESS:

7:20 Interlocal Agreement for Participation in the Davis CARES Grant Program

7:25 Agean Village Phase II Plat Amendment and Moderate Income Housing Agreement – John Saltzgeber/JMSRE Investments LLC

SUMMARY ACTION:

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

7:40 Minute Motion Approving Summary Action List

1. Flat Rock Ranch License Agreement

GOVERNING BODY REPORTS:

7:45 City Manager Report

1. Fire Monthly Activity Report for July
2. Building Activity Report for July

7:50 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for property acquisition.

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

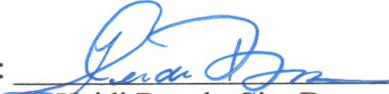
In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact Holly Gadd, City Recorder at 801-939-9205, at least 24 hours in advance of the meeting.

I hereby certify that I posted a copy of the foregoing Notice and Agenda and emailed copies to media representatives on August 13, 2020.

DATED this 13th day of August, 2020.

FARMINGTON CITY CORPORATION

By: _____


Heidi Bouck, City Deputy Recorder

CITY COUNCIL AGENDA

For Council Meeting:
August 18, 2020

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

It is requested that City Councilmember Scott Isaacson give the invocation to the meeting and it is requested that City Councilmember Brett Anderson lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
August 18, 2020

PUBLIC HEARING: Zone Text Change Request removing Residential form the GMU Zone

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Move that the City Council approve the enclosed ordinance removing residential uses as permitted uses in the GMU zone.

GENERAL INFORMATION:

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

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David Petersen, Community Development Director
Date: August 18, 2020
SUBJECT: **Zone Text Amendment---Residential uses in the GMU Zone**

RECOMMENDATION:

1. Hold a public hearing; and
2. Move that the City Council approve the enclosed enabling ordinance removing residential uses as permitted uses in the GMU zone.

Findings:

1. The proposed amendments are reasonably necessary because the GMU zone is intended to provide for a mix of uses including, among other things, commercial, office, retail and multiple unit and attached residential uses. Remaining undeveloped land designated and/or master planned for GMU is in close proximity to the Residential Mixed Use (RMU) zone, a large assisted living facility, and a recent conceptually approved townhome project. If more land in the GMU zone is developed as residential uses these areas will not be "mixed" use, but primarily a single use district contrary to the intent and purposes of this zone.
2. The requested zone text change is consistent with the recently approved Farmington Station II PMP; moreover, other GMU areas outside Farmington Station II PMP are "built-out" and/or are master planned for non-residential uses.
3. The public is best served by the proposed amendments. Presently, a majority of the Farmington work force leaves the community and county to find work elsewhere, which causes congestion and does not support efforts for cleaner air. Moreover, the proposed amendments help diversify the City's tax base by providing more non-residential property taxes, and an increased sales tax base by offering the possibility of a greater day-time population to shop at existing commercial retail areas in Farmington.
4. The proposed amendments are consistent with the City's general plan and in harmony with the objectives and purposes of the Zoning Ordinance, and support the following:
 - a. The Farmington City General Plan is based on the overall goal of creating within the community a healthy, attractive, and pleasant living environment for its residents. This goal is the most significant element underlying the General Plan;
 - b. Provide for harmonious, coordinated, and controlled development within the City;
 - c. Lessening congestion in the streets (including the freeways and interchanges);

- d. Securing economy in governmental expenditures;
- e. Stabilizing and preserving the property values and encouraging the expansion of the tax base; and
- f. Fostering the city's industries.

BACKGROUND

The Planning Commission initially considered this request on February 20, 2020. The Commission held a public hearing, but tabled action “until the Project Master Plan that was turned in on February 20, 2020 is reviewed”. The Planning Commission reviewed and recommended the Farmington Station II PMP on May 21st, and the City Council approved it on June 9, 2020. The requested zone text change is consistent with this approved PMP--and because of the June 9th decision, an applicant may now request a residential use in the GMU portion of the Farmington Station II area through the process set forth in Section 11-18-140 of the Zoning Ordinance [note: other GMU areas outside Farmington Station II PMP are “built-out” and/or are master planned for non-residential uses].

On August 6, 2020, the Planning Commission considered the above referenced request but the vote to recommend approval ended in 3 -3 tie.

Standards for Zoning Ordinance and Map amendments are contained in Chapter 6 of the Zoning Ordinance. Specific Planning Commission review criteria are provided in Section 11-6-020 of this chapter as follows:

Planning Commission Review: All proposed amendments must be first submitted to the planning commission for review and recommendations. Notice and public hearing requirements shall be as provided in Utah Code Annotated sections 10-9a-205, 10-9a-502 and 10-9a-503. The planning commission shall study and examine each application and proposed amendment. The planning commission should consider the following issues when reviewing each proposed amendment: 1) is the proposed amendment reasonably necessary; 2) is the proposed amendment in the public interest; and 3) is the proposed amendment consistent with the city general plan and in harmony with the objectives and purpose of this title. After study and analysis, the planning commission shall prepare written recommendations regarding the application and proposed amendment and forward the same to the city council for its consideration.

Supplemental Information

- 1. Enabling Ordinance
- 2. Zoning Map
- 3. Regulating Plan

Respectfully Submitted


David Petersen
Community Development Director

Concur

Shane Pace
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING TABLE 18.3 OF THE FARMINGTON CITY ZONING ORDINANCE REGARDING RESIDENTIAL DWELLINGS IN THE BP ZONE. (ZT-3-20)

WHEREAS, the Planning Commission has held a public hearing in which the proposed text changes for Title 11, Table 18.3 (Section 11-18-050) of the Farmington City Municipal Code were thoroughly reviewed; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

Section 1. Amendment. Table 18.3 of Section 11-18-050 of the Farmington City Zoning Ordinance is hereby amended to read in its entirety as follows:

TABLE 18.3
ALLOWABLE LAND USES

Key to allowable uses:
P - Permitted
N - Not permitted

	Mixed Use Districts				
	OS	RMU	OMU	GMU	TMU
Residential:					
Low density residential - single-family detached minimum of 5,000 square feet lot size	N	P	N	N	N
Medium density residential - single-family small lots and attached units or townhomes/condominiums limited to duplexes, triplexes, fourplexes, fiveplexes, or sixplexes	N	P	N	PN	P
High density residential - condominium and apartment style	N	N	N	PN	P
Live/work residential	N	P	N	PN	P
Residential facilities for people with disabilities	N	P	P	P	P

Assisted living facilities	N	P	P	P	P
Residential facilities for the elderly	N	P	P	P	P
Commercial:					
Accessory buildings that do not in aggregate have a footprint greater than 25 percent of the main building(s) on a development parcel	N	P	P	P	P
Art studio	N	P	P	P	P
Business, professional offices, outpatient medical facilities	N	P	P	P	P
Entertainment	N	N	N	P	P
Financial institutions (with the exception of nondepository institutions)	N	N	P ¹	P ¹	P
Fitness and recreation facilities	N	P	P	P	P
Hospitals, inpatient medical facilities	N	N	P	P	P
Lodging - bed and breakfast	N	P	N	P	P
Lodging, limited to hotel, motel	N	N	P	P	P
Neighborhood service establishments ³	N	P ¹	P ¹	P	P ¹
Parking structure	N	N	P	P	P
Restaurant - fast food	N	P ¹	P	P	P ¹
Restaurant - traditional sit down	N	P	P	P	P
Retail and wholesale sales individual tenant use:					
Up to 5,000 square feet	N	P	P	P	P
Greater than 5,000 square feet and up to 20,000 square feet	N	N	P	P	P
Vehicle service/convenience store (including gasoline sales but no auto repair)	N	N	P	P	P
Civic uses:					
Government - no point of service; no offices dealing directly or on a limited basis with the public (e.g., public works yards, etc.)	N	N	N	N	N
Parks and open space	P	P	P	P	P

Schools:					
Preschool, daycare	N	P ¹	P	P	P
Primary, secondary, colleges, and vocational	N	P	P	P	P
Service and fraternal clubs and organizations, and religious institutions	N	P	P	P	P
Transit and related transportation facilities (not including benches and bus stop signs)	N	N	P ²	P ²	P ²

Restrictions:

1. Drive up window/drop off lane allowed only with special exception review by the Planning Commission as set forth in section [11-3-045](#) of this title, as to use only, and not fixed dimensional standards. For any use not listed as P¹, drive-up windows are expressly prohibited. No additional curb cut shall be added to accommodate the drive up/drop off lane.
2. Benches and bus stops are permitted, with development standards as noted in section 11-18-110 of this chapter.
3. Neighborhood service establishments: Low impact retail and personal service uses such as bakery, bookstore, dry cleaning, hairstyling, pharmacy, art supply/gallery, craft store, photocopy center, corner market (with no gas pumps).

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 18th day of August, 2020.

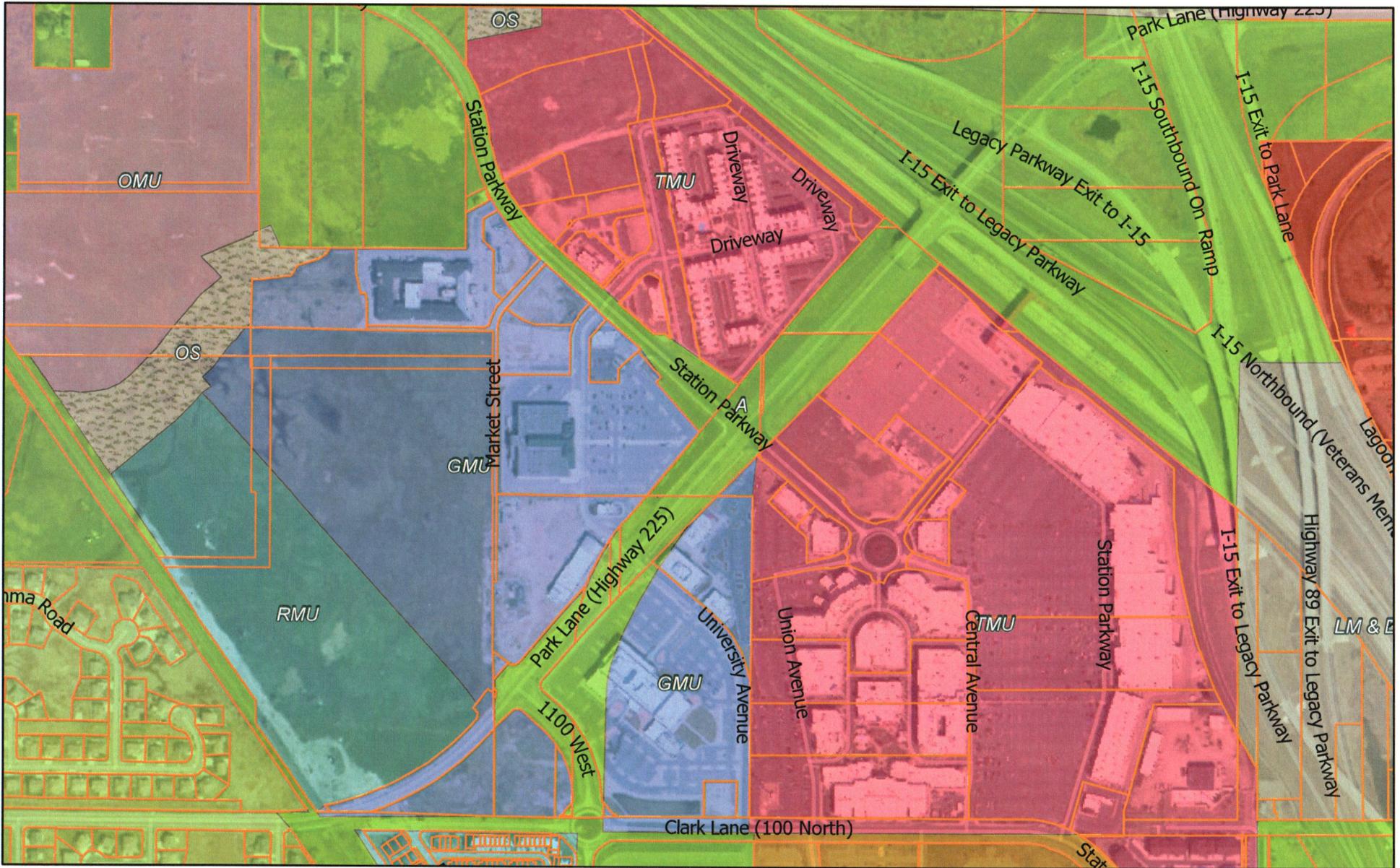
FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

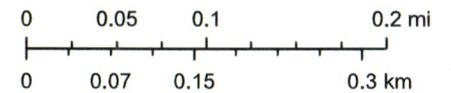
Farmington City Information



1/31/2020, 9:59:49 AM

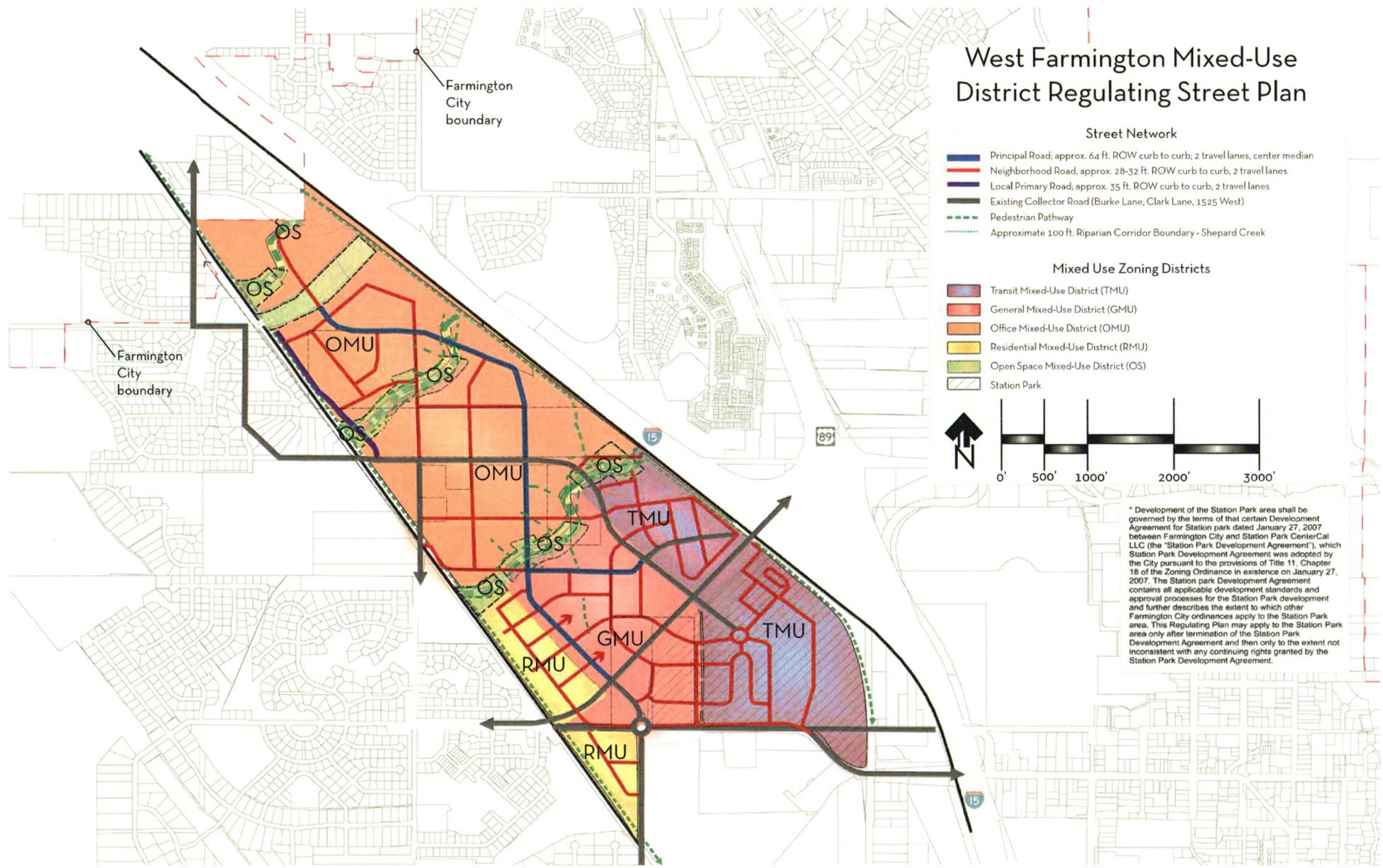
- Farmington City Boundary
 - Parcels
- | | |
|---|---|
| <p>Zoning</p> <ul style="list-style-type: none"> LR A AE OS LM&B | <ul style="list-style-type: none"> BP C-R TMU |
|---|---|

1:9,028



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

West Farmington Mixed-Use District Regulating Street Plan

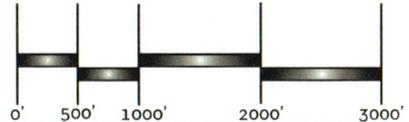


Street Network

- Principal Road; approx. 64 ft. ROW curb to curb; 2 travel lanes, center median
- Neighborhood Road, approx. 28-32 ft. ROW curb to curb, 2 travel lanes
- Local Primary Road; approx. 35 ft. ROW curb to curb; 2 travel lanes
- Existing Collector Road (Burke Lane, Clark Lane, 1525 West)
- - - Pedestrian Pathway
- - - Approximate 100 ft. Riparian Corridor Boundary - Shepard Creek

Mixed Use Zoning Districts

- Transit Mixed-Use District (TMU)
- General Mixed-Use District (GMU)
- Office Mixed-Use District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space Mixed-Use District (OS)
- Station Park



* Development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station park dated January 27, 2007 between Farmington City and Station Park Center/Cal LLC (the "Station Park Development Agreement"), which Station Park Development Agreement was adopted by the City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2007. The Station park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. This Regulating Plan may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not inconsistent with any continuing rights granted by the Station Park Development Agreement.

CITY COUNCIL AGENDA

For Council Meeting:
August 18, 2020

S U B J E C T: Interlocal Agreement for Participation in the Davis CARES Grant Program.

ACTION TO BE CONSIDERED:

1. Move that the City Council approve the interlocal agreement for participation in the Davis CARES Grant Program between Farmington City and Davis County.

GENERAL INFORMATION:

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

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Brigham Mellor, Economic Development Director
Date: 06/18/2020
SUBJECT: Interlocal Agreement for participation in the Davis CARES Grant Program.

RECOMMENDATION:

Move approve the Interlocal Agreement for participation in the Davis CARES Grant Program between Farmington City and Davis County.

BACKGROUND:

In coordination with the Mayor and City Manager the Davis County Economic Development Department has taken on the onerous responsibility of helping cities distribute State CARES act funding to help small businesses through the struggles incurred by the COVID-19 pandemic. Farmington City will receive a first distribution of \$725,797. Per this Interlocal agreement 50% of those funds (\$362,899) will go into this County Administered CARES Act Small Business Grant Program – At last count Farmington had 30+ businesses which have applied for and been qualified as recipients of this grant program meeting the intended objective associated with the funds.

The qualification and distribution of these funds are under the direct supervision of the Davis County Auditor. We are extremely grateful for the county assuming the role of vetting candidates and distributing these funds on our behalf. We are a small city and this is an immense task – but very important during these unprecedented times.

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Shane Pace
City Manager

**INTERLOCAL COOPERATION AGREEMENT
FOR SERVICES RELATED TO THE DAVIS CARES BUSINESS GRANT PROGRAM**

This INTERLOCAL COOPERATION AGREEMENT FOR SERVICES (this “Agreement”) is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (hereinafter “County”), and Farmington City Corporation CITY, a municipal corporation of the State of Utah (hereinafter “City”). County and City may be collectively referred to herein as the “Parties.”

RECITALS

A. WHEREAS, County and City are local governmental units authorized by Utah’s Interlocal Cooperation Act (hereinafter, the “Act”) to cooperate on a mutually advantageous basis to provide services in a manner that will accord best with several factors influencing the needs of local communities;

B. WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) provides for payments to state and local governments to mitigate the negative impact of the COVID-19 (hereinafter, the “CARES Act Funds”);

C. WHEREAS, the County and City desire to cooperate to provide qualifying local businesses with financial assistance in accordance with the provisions of the CARES Act;

D. WHEREAS, the County has created the Davis CARES Business Grant Program (hereinafter, the “CARES Grant Program”) to distribute CARES Act Funds, in the form of grants, to qualified local businesses within the County;

E. WHEREAS, it is the desire of the Parties that the County undertake activities to plan, administer, and carry out the objectives of the CARES Act Program.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Effective Date of Agreement. The effective date of this Agreement shall be the earliest date after all of the following are completed (the “Effective Date”):

a. This Agreement is approved by the legislative body of County through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

b. This Agreement is approved by the legislative body of City through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

c. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent County;

- d. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent City;
- e. This Agreement is filed with the keeper of records for County; and
- f. This Agreement is filed with the keeper of records for City.

2. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, with the exception of any and all warranties, promises of indemnification, or as otherwise expressly set forth herein, automatically terminate upon the termination of CARES Act funding, unless terminated earlier pursuant to the terms and/or provisions of this Agreement.

3. Termination of Agreement. This may be terminated by a written agreement that is mutually and lawfully executed by the Parties terminating this Agreement. Otherwise, this Agreement shall terminate automatically after any of the following events and/or occurrences:

- a. Six months after County receives from City a written notice of termination of this Agreement;
- b. Six months after City receives from County a written notice of termination of this Agreement; or
- c. As otherwise set forth in this Agreement.

4. City's Obligations. Upon commencement of this Agreement, the City shall remit to the County, pursuant to its contracted rights, 50% of their proportional share of the 1st Tranche of CARES Act Funds, which is estimated to be \$362,899. The Parties hereby agree that the City may remit future CARES Act Funds to the County, as received by the State of Utah.

5. County's Obligations. The Parties acknowledge, understand and agree, that the County use of the City's CARES Act Funds will be used solely to facilitate the objectives of the CARES Act Program, including, without limitation, the distribution of grant awards to qualified businesses within Davis County.

6. CARES Grant Program Summary Report. At the conclusion of the CARES Grant Program, the County will create and distribute a summary report to the City that includes the results of the CARES Grant Program, including the number of businesses and residents that received CARES Act financial assistance in the City, and the amount of financial assistance received.

7. Rights and Obligations of the Parties upon Termination of This Agreement. The Parties acknowledge, understand, and agree that, upon the termination of this Agreement, the Parties shall have no rights or obligations under this Agreement except for the rights and/or obligations under this Agreement that, through the express terms and/or provisions of this Agreement or otherwise, survive the termination of this Agreement.

8. Governmental Immunity Act. The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall

be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.

9. Indemnification. The Parties agree to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of a Party and/or Parties representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party (collectively, the "Party Representatives"). No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives' acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.

10. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by such party.

11. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

To County:

Davis County

Attn: _____

61 South Main Street

P.O. Box 618

Farmington, UT 84025

To City:

Farmington City

Attention: Shane Pace, City Manager

[160 S. Main Farmington, Utah, 84025]

The Parties agree that the addresses set forth above regarding notices may be changed at any time during the term of this Agreement by either party providing the other party with written notice, which provides:

- a. That the above-referenced address is no longer applicable; and
- b. The new address to be used to receive notices under this Agreement.

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

13. Benefits. The Parties acknowledge, understand, and agree that the Parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

14. Execution of Additional Documents. The Parties each agree to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of its obligations hereunder, to carry out the intent of the Parties pertaining to this Agreement.

15. Assignment Restricted. This Agreement may not be assigned without the prior written consent of both of the Parties.

16. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

17. Entire Agreement. This Agreement, including all attachments, if any, contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both Parties.

18. Default. If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney's fees. The non-defaulting Party's rights shall include the right to specific performance.

19. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

20. Severability. The Parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying the provision to the minimum extent necessary to make it enforceable or, if that event any

provision of this Agreement is held to be invalid or unenforceable, that modification is not permitted by law, by disregarding that provision; and

b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

21. Authorization. The persons executing this Agreement on behalf of a party to this Agreement hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

22. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of or in lieu or limitation of any other right, remedy, or priority allowed by law, unless specifically set forth herein.

23. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

24. Time of Essence. Time is of the essence of all provisions of this Agreement.

25. Conflict of Terms. In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

26. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

27. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Deputy Civil Attorney

FARMINGTON CITY

Mayor H. James Talbot

Dated: _____

ATTEST:

Holly Gadd, City Recorder

State of Utah Coronavirus Relief Fund Allocation to Municipal Governments

Municipality	County	2019 Population	Total Allocation	First Distribution
Beaver	Beaver County	3,144	\$275,815.00	\$91,938.00
Milford	Beaver County	1,394	\$122,292.00	\$40,764.00
Minersville	Beaver County	919	\$80,621.00	\$26,874.00
Bear River City	Box Elder County	905	\$79,393.00	\$26,464.00
Brigham City	Box Elder County	19,807	\$1,737,614.00	\$579,205.00
Corinne	Box Elder County	754	\$66,146.00	\$22,049.00
Deweyville	Box Elder County	363	\$31,845.00	\$10,615.00
Elwood	Box Elder County	1,120	\$98,255.00	\$32,752.00
Fielding	Box Elder County	483	\$42,372.00	\$14,124.00
Garland	Box Elder County	2,601	\$228,179.00	\$76,060.00
Honeyville	Box Elder County	1,615	\$141,680.00	\$47,227.00
Howell	Box Elder County	255	\$22,370.00	\$7,457.00
Mantua	Box Elder County	896	\$78,604.00	\$26,201.00
Perry	Box Elder County	5,200	\$456,182.00	\$152,061.00
Plymouth	Box Elder County	458	\$40,179.00	\$13,393.00
Portage	Box Elder County	269	\$23,599.00	\$7,866.00
Snowville	Box Elder County	176	\$15,440.00	\$5,147.00
Tremonton	Box Elder County	9,066	\$795,336.00	\$265,112.00
Willard	Box Elder County	1,954	\$171,419.00	\$57,140.00
Amalga	Cache County	547	\$47,987.00	\$15,996.00
Clarkston	Cache County	741	\$65,006.00	\$21,669.00
Cornish	Cache County	333	\$29,213.00	\$9,738.00
Hyde Park	Cache County	4,770	\$418,459.00	\$139,486.00
Hyrum	Cache County	8,529	\$748,226.00	\$249,409.00
Lewiston	Cache County	1,838	\$161,243.00	\$53,748.00
Logan	Cache County	52,390	\$4,596,033.00	\$1,532,011.00
Mendon	Cache County	1,435	\$125,889.00	\$41,963.00
Millville	Cache County	2,109	\$185,017.00	\$61,672.00
Newton	Cache County	825	\$72,375.00	\$24,125.00
Nibley	Cache County	7,193	\$631,022.00	\$210,341.00
North Logan	Cache County	11,343	\$995,091.00	\$331,697.00
Paradise	Cache County	1,010	\$88,605.00	\$29,535.00
Providence	Cache County	7,709	\$676,290.00	\$225,430.00
Richmond	Cache County	2,771	\$243,092.00	\$81,031.00
River Heights	Cache County	2,059	\$180,630.00	\$60,210.00
Smithfield	Cache County	11,986	\$1,051,499.00	\$350,500.00
Trenton	Cache County	547	\$47,987.00	\$15,996.00
Wellsville	Cache County	3,907	\$342,751.00	\$114,250.00
East Carbon	Carbon County	1,592	\$139,662.00	\$46,554.00
Helper	Carbon County	2,115	\$185,543.00	\$61,848.00
Price	Carbon County	8,326	\$730,417.00	\$243,472.00
Scofield	Carbon County	23	\$2,018.00	\$673.00
Wellington	Carbon County	1,621	\$142,206.00	\$47,402.00
Dutch John	Daggett County	140	\$12,282.00	\$4,094.00

Municipality	County	2019 Population	Total Allocation	First Distribution
Manila	Daggett County	308	\$27,020.00	\$9,007.00
Bountiful	Davis County	44,648	\$3,916,848.00	\$1,305,616.00
Centerville	Davis County	17,921	\$1,572,161.00	\$524,054.00
Clearfield	Davis County	32,366	\$2,839,381.00	\$946,460.00
Clinton	Davis County	22,593	\$1,982,023.00	\$660,674.00
Farmington	Davis County	24,820	\$2,177,391.00	\$725,797.00
Fruit Heights	Davis County	6,312	\$553,735.00	\$184,578.00
Kaysville	Davis County	32,495	\$2,850,698.00	\$950,233.00
Layton	Davis County	78,267	\$6,866,152.00	\$2,288,717.00
North Salt Lake	Davis County	21,110	\$1,851,923.00	\$617,308.00
South Weber	Davis County	7,612	\$667,780.00	\$222,593.00
Sunset	Davis County	5,408	\$474,429.00	\$158,143.00
Syracuse	Davis County	30,779	\$2,700,158.00	\$900,053.00
West Bountiful	Davis County	5,802	\$508,994.00	\$169,665.00
West Point	Davis County	10,887	\$955,087.00	\$318,362.00
Woods Cross	Davis County	11,469	\$1,006,144.00	\$335,381.00
Altamont	Duchesne County	246	\$21,581.00	\$7,194.00
Duchesne	Duchesne County	1,770	\$155,277.00	\$51,759.00
Myton	Duchesne County	614	\$53,865.00	\$17,955.00
Roosevelt	Duchesne County	7,068	\$620,056.00	\$206,685.00
Tabiona	Duchesne County	162	\$14,212.00	\$4,737.00
Castle Dale	Emery County	1,492	\$130,889.00	\$43,630.00
Clawson	Emery County	186	\$16,317.00	\$5,439.00
Cleveland	Emery County	439	\$38,512.00	\$12,837.00
Elmo	Emery County	404	\$35,442.00	\$11,814.00
Emery	Emery County	268	\$23,511.00	\$7,837.00
Ferron	Emery County	1,495	\$131,152.00	\$43,717.00
Green River	Emery County	935	\$82,025.00	\$27,342.00
Huntington	Emery County	1,935	\$169,752.00	\$56,584.00
Orangeville	Emery County	1,330	\$116,677.00	\$38,892.00
Antimony	Garfield County	123	\$10,790.00	\$3,597.00
Boulder	Garfield County	242	\$21,230.00	\$7,077.00
Bryce Canyon City	Garfield County	226	\$19,826.00	\$6,609.00
Cannonville	Garfield County	177	\$15,528.00	\$5,176.00
Escalante	Garfield County	810	\$71,059.00	\$23,686.00
Hatch	Garfield County	144	\$12,633.00	\$4,211.00
Henrieville	Garfield County	226	\$19,826.00	\$6,609.00
Panguitch	Garfield County	1,708	\$149,838.00	\$49,946.00
Tropic	Garfield County	524	\$45,969.00	\$15,323.00
Castle Valley	Grand County	353	\$30,968.00	\$10,323.00
Moab	Grand County	5,359	\$470,131.00	\$156,710.00
Brian Head	Iron County	95	\$8,334.00	\$2,778.00
Cedar City	Iron County	34,411	\$3,018,784.00	\$1,006,261.00
Cedar Highlands	Iron County	70	\$6,141.00	\$2,047.00
Enoch	Iron County	7,328	\$642,866.00	\$214,289.00
Kanarrville	Iron County	418	\$36,670.00	\$12,223.00

Municipality	County	2019 Population	Total Allocation	First Distribution
Paragonah	Iron County	558	\$48,952.00	\$16,317.00
Parowan	Iron County	3,227	\$283,096.00	\$94,365.00
Eureka	Juab County	718	\$62,988.00	\$20,996.00
Levan	Juab County	955	\$83,780.00	\$27,927.00
Mona	Juab County	1,793	\$157,295.00	\$52,432.00
Nephi	Juab County	6,315	\$553,998.00	\$184,666.00
Rocky Ridge	Juab County	861	\$75,533.00	\$25,178.00
Alton	Kane County	123	\$10,790.00	\$3,597.00
Big Water	Kane County	517	\$45,355.00	\$15,118.00
Glendale	Kane County	410	\$35,968.00	\$11,989.00
Kanab	Kane County	4,929	\$432,408.00	\$144,136.00
Orderville	Kane County	607	\$53,250.00	\$17,750.00
Delta	Millard County	3,609	\$316,608.00	\$105,536.00
Fillmore	Millard County	2,648	\$232,302.00	\$77,434.00
Hinckley	Millard County	718	\$62,988.00	\$20,996.00
Holden	Millard County	391	\$34,301.00	\$11,434.00
Kanosh	Millard County	486	\$42,635.00	\$14,212.00
Leamington	Millard County	239	\$20,967.00	\$6,989.00
Lynndyl	Millard County	114	\$10,001.00	\$3,334.00
Meadow	Millard County	328	\$28,775.00	\$9,592.00
Oak City	Millard County	657	\$57,637.00	\$19,212.00
Scipio	Millard County	334	\$29,301.00	\$9,767.00
Morgan	Morgan County	4,320	\$378,982.00	\$126,327.00
Circleville	Piute County	497	\$43,600.00	\$14,533.00
Junction	Piute County	175	\$15,352.00	\$5,117.00
Kingston	Piute County	156	\$13,685.00	\$4,562.00
Marysvale	Piute County	430	\$37,723.00	\$12,574.00
Garden City	Rich County	619	\$54,303.00	\$18,101.00
Laketown	Rich County	276	\$24,213.00	\$8,071.00
Randolph	Rich County	503	\$44,127.00	\$14,709.00
Woodruff	Rich County	214	\$18,774.00	\$6,258.00
Blanding	San Juan County	3,684	\$323,187.00	\$107,729.00
Monticello	San Juan County	1,990	\$174,577.00	\$58,192.00
Centerfield	Sanpete County	1,496	\$131,240.00	\$43,747.00
Ephraim	Sanpete County	7,396	\$648,831.00	\$216,277.00
Fairview	Sanpete County	1,359	\$119,221.00	\$39,740.00
Fayette	Sanpete County	265	\$23,248.00	\$7,749.00
Fountain Green	Sanpete County	1,165	\$102,202.00	\$34,067.00
Gunnison	Sanpete County	3,587	\$314,678.00	\$104,893.00
Manti	Sanpete County	3,666	\$321,608.00	\$107,203.00
Mayfield	Sanpete County	560	\$49,127.00	\$16,376.00
Moroni	Sanpete County	1,557	\$136,591.00	\$45,530.00
Mount Pleasant	Sanpete County	3,538	\$310,379.00	\$103,460.00
Spring City	Sanpete County	1,082	\$94,921.00	\$31,640.00
Sterling	Sanpete County	320	\$28,073.00	\$9,358.00
Wales	Sanpete County	376	\$32,985.00	\$10,995.00

Municipality	County	2019 Population	Total Allocation	First Distribution
Annabella	Sevier County	814	\$71,410.00	\$23,803.00
Aurora	Sevier County	1,055	\$92,552.00	\$30,851.00
Central Valley	Sevier County	567	\$49,741.00	\$16,580.00
Elsinore	Sevier County	885	\$77,639.00	\$25,880.00
Glenwood	Sevier County	476	\$41,758.00	\$13,919.00
Joseph	Sevier County	358	\$31,406.00	\$10,469.00
Koosharem	Sevier County	334	\$29,301.00	\$9,767.00
Monroe	Sevier County	2,354	\$206,510.00	\$68,837.00
Redmond	Sevier County	745	\$65,357.00	\$21,786.00
Richfield	Sevier County	7,953	\$697,695.00	\$232,565.00
Salina	Sevier County	2,579	\$226,249.00	\$75,416.00
Sigurd	Sevier County	442	\$38,775.00	\$12,925.00
Coalville	Summit County	1,591	\$139,574.00	\$46,525.00
Francis	Summit County	1,542	\$135,275.00	\$45,092.00
Henefer	Summit County	965	\$84,657.00	\$28,219.00
Kamas	Summit County	2,248	\$197,211.00	\$65,737.00
Oakley	Summit County	1,692	\$148,435.00	\$49,478.00
Park City	Summit County	8,556	\$750,595.00	\$250,198.00
Grantsville	Tooele County	11,943	\$1,047,727.00	\$349,242.00
Rush Valley	Tooele County	506	\$44,390.00	\$14,797.00
Stockton	Tooele County	706	\$61,935.00	\$20,645.00
Tooele	Tooele County	36,394	\$3,192,747.00	\$1,064,249.00
Vernon	Tooele County	349	\$30,617.00	\$10,206.00
Wendover	Tooele County	1,517	\$133,082.00	\$44,361.00
Ballard	Uintah County	1,056	\$92,640.00	\$30,880.00
Naples	Uintah County	2,085	\$182,911.00	\$60,970.00
Vernal	Uintah County	10,466	\$918,154.00	\$306,051.00
Charleston	Wasatch County	496	\$43,513.00	\$14,504.00
Daniel	Wasatch County	1,112	\$97,553.00	\$32,518.00
Heber	Wasatch County	16,908	\$1,483,293.00	\$494,431.00
Hideout	Wasatch County	1,005	\$88,166.00	\$29,389.00
Independence	Wasatch County	219	\$19,212.00	\$6,404.00
Interlaken	Wasatch County	238	\$20,879.00	\$6,960.00
Midway	Wasatch County	5,420	\$475,482.00	\$158,494.00
Wallsburg	Wasatch County	391	\$34,301.00	\$11,434.00
Apple Valley	Washington County	853	\$74,831.00	\$24,944.00
Enterprise	Washington County	1,927	\$169,050.00	\$56,350.00
Hildale	Washington County	3,012	\$264,235.00	\$88,078.00
Hurricane	Washington County	18,840	\$1,652,782.00	\$550,927.00
Ivins	Washington County	9,224	\$809,197.00	\$269,732.00
La Verkin	Washington County	4,555	\$399,598.00	\$133,199.00
Leeds	Washington County	896	\$78,604.00	\$26,201.00
New Harmony	Washington County	233	\$20,440.00	\$6,813.00
Rockville	Washington County	281	\$24,651.00	\$8,217.00
Santa Clara	Washington County	8,146	\$714,626.00	\$238,209.00
Springdale	Washington County	630	\$55,268.00	\$18,423.00

Municipality	County	2019 Population	Total Allocation	First Distribution
St. George	Washington County	90,221	\$7,914,844.00	\$2,638,281.00
Toquerville	Washington County	1,725	\$151,330.00	\$50,443.00
Virgin	Washington County	666	\$58,426.00	\$19,475.00
Washington	Washington County	28,652	\$2,513,562.00	\$837,854.00
Bicknell	Wayne County	332	\$29,125.00	\$9,708.00
Hanksville	Wayne County	220	\$19,300.00	\$6,433.00
Loa	Wayne County	587	\$51,496.00	\$17,165.00
Lyman	Wayne County	257	\$22,546.00	\$7,515.00
Torrey	Wayne County	244	\$21,405.00	\$7,135.00
Farr West	Weber County	7,333	\$643,304.00	\$214,435.00
Harrisville	Weber County	6,814	\$597,774.00	\$199,258.00
Hooper	Weber County	9,096	\$797,967.00	\$265,989.00
Huntsville	Weber County	649	\$56,935.00	\$18,978.00
Marriott-Slaterville	Weber County	1,880	\$164,927.00	\$54,976.00
North Ogden	Weber County	20,362	\$1,786,303.00	\$595,434.00
Ogden	Weber County	88,867	\$7,796,061.00	\$2,598,687.00
Plain City	Weber County	7,246	\$635,672.00	\$211,891.00
Pleasant View	Weber County	10,924	\$958,333.00	\$319,444.00
Riverdale	Weber County	8,940	\$784,282.00	\$261,427.00
Roy	Weber County	39,458	\$3,461,543.00	\$1,153,848.00
South Ogden	Weber County	17,449	\$1,530,753.00	\$510,251.00
Uintah	Weber County	1,366	\$119,835.00	\$39,945.00
Washington Terrace	Weber County	9,349	\$820,162.00	\$273,387.00
West Haven	Weber County	15,508	\$1,360,475.00	\$453,492.00
Total			\$107,296,608.00	\$35,765,538.00

CITY COUNCIL AGENDA

For Council Meeting:
August 18, 2020

S U B J E C T: Agean Village Phase II Plat Amendment and Moderate Income Housing Agreement

ACTION TO BE CONSIDERED:

1. See enclosed staff report prepared by Shannon Hansell, Planning & GIS Specialist

GENERAL INFORMATION:

See enclosed staff report prepared by Shannon Hansell, Planning & GIS 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 PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning and GIS Specialist

Date: August 18, 2020

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

DECISION/RECOMMENDATION

1. Decide if A) three attached dwellings instead of a two-family dwelling (duplex) is appropriate for this site; and/or B) three attached dwelling is appropriate for this site if one of the units is set aside for moderate income housing.

If “A”

2. Deny the request for the plat amendment, limiting the property to one two-family dwelling.

If “B”

3. Approve Mr. Saltzgiver’s request and adopt 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 terms in agreement with Davis County housing options (See Table 1 and 2).

Table 1. Purchasing Affordable Housing

<i>Option</i>	<i>Occupancy</i>	<i>Term</i>	<i>Qualified Purchaser</i>	<i>Employment</i>	<i>Selling a Unit (purchaser priority)</i>	<i>Sales Price (maximum permitted)</i>	<i>Renting</i>
Purchase	Qualified owner-occupied	99 years	Income < 80% AMI	At least one full-time worker residing/working in county	<ol style="list-style-type: none"> 1. City (60 days) 2. Qualified purchaser (60) 3. Partially qualified (30) 4. Non-qualified (occupancy and sales price remain) 	<ul style="list-style-type: none"> • Mortgage +0.25 % of owner purchase price 	<ul style="list-style-type: none"> • Express written consent of City • Limited basis • Rental must be no less than 90 days and no greater than 12 months • Eligible tenants income < 80% AMI • Rental amount cannot be greater than monthly payment, plus taxes, insurance and HOA*
Purchase	Qualified owner-occupied	15 years	Income < 80% AMI	At least one full-time worker residing/working in county	No restrictions	<ul style="list-style-type: none"> • No limit on sales price • Owner earns 1/15 of the appreciation on purchase anniversary • Appreciation** 	<ul style="list-style-type: none"> • Same as 99 year purchase option (See above)

* Monthly payment, plus taxes, insurance and HOA is the PITI

** Appreciation = [Current Sales Price (or Current Appraised Value) - Original Sales Price] - Permitted Capital Improvements - Maximum of 8% Sales Expense. The net balance of the appreciation is paid to the City for future affordable housing.

Table 2. Renting Affordable Housing

<i>Option</i>	<i>Qualified Tenant</i>	<i>Term</i>	<i>Annual Monitoring</i>	<i>Rent Limits</i>	<i>Sales Price (maximum permitted)</i>
Rental	Purchaser income < 60 % of AMI	15 years	Income and eligibility	Current years HOME Program Rents and set by HUD	<ul style="list-style-type: none"> • No limit on sales price • Owner earns 1/15 of the appreciation per purchase anniversary • Appreciation*
Rental	Purchaser income < 60 % of AMI	99 years	Income and eligibility	Current years HOME Program Rents and set by HUD	<ul style="list-style-type: none"> • No limits on sales price • Units must remain affordable rental units for 99 years • All sales must be approved by City

* *Appreciation = [Current Sales Price (or Current Appraised Value) - Original Sales Price] - Permitted Capital Improvements - Maximum of 8% Sales Expense. The net balance of the appreciation is paid to the City for future affordable housing.*

- 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”.

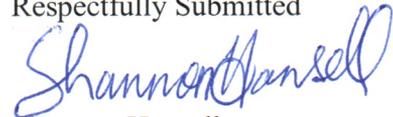
Currently, an old garage home sits on the property, with zoning allowing up to a duplex. Previously, the property was zoned R, but the City Council decided to rezone to R-2 on July 16, 2019. The property bordered an R-2 zone and it was found that the R-2 zone would support the General Plan designation 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. There are multiple workforce housing options, with varying terms, qualifying purchasers, maximum sales prices and rental eligibility (Table 1 and 2).

Supplemental Information

1. Vicinity Map
2. Proposed plat amendment
3. Narrative from Application
4. Petition of Protest
5. Section 11-3-045
6. Department of Housing and Urban Development (HUD) 2019 Home Program Rents
7. 2018 Maximum Mortgages for a Family of 4 and Davis County 2019 Income Limits

Respectfully Submitted



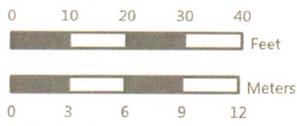
Shannon Hansell
Planning and GIS Specialist

Concur

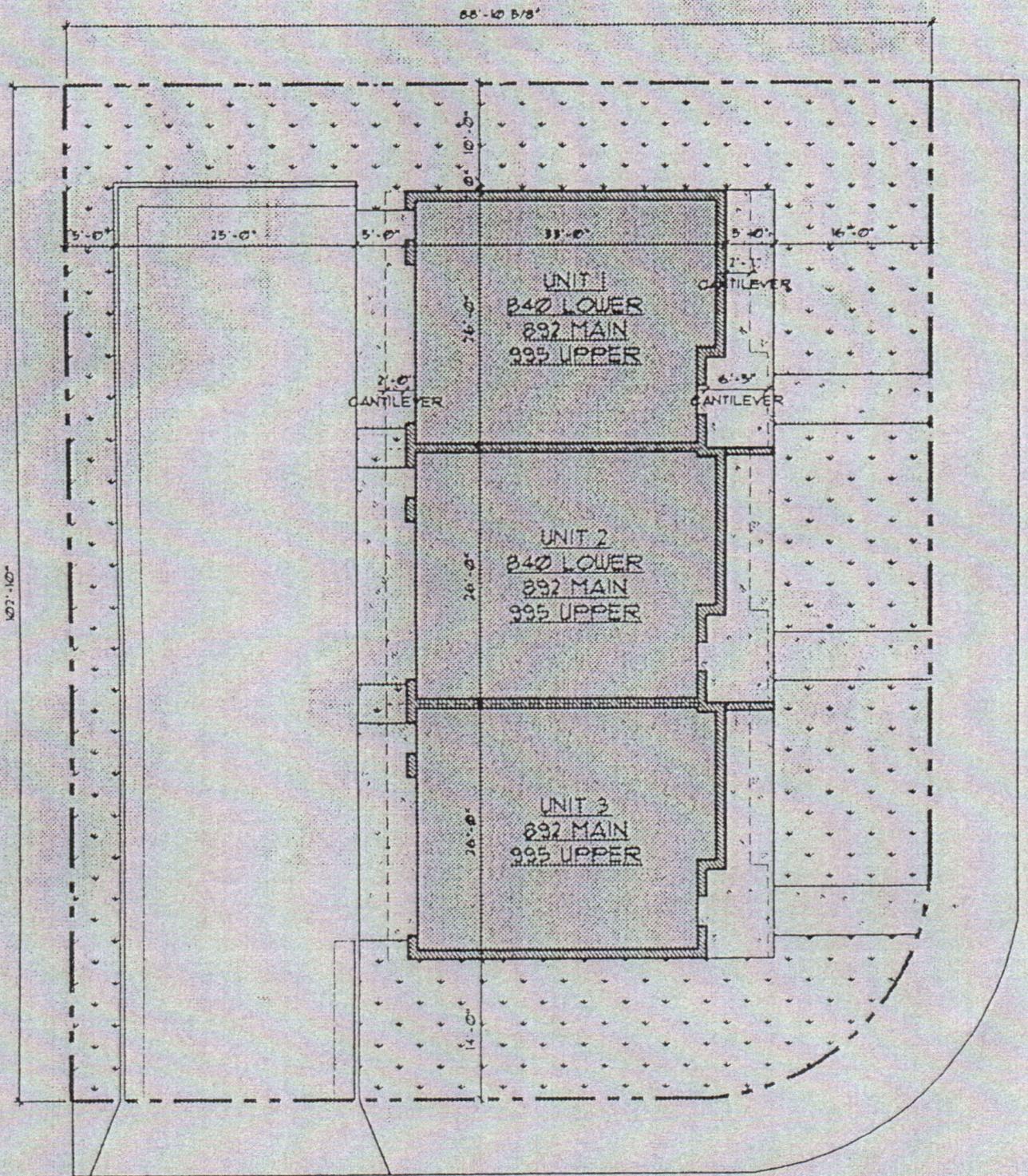
Shane Pace
City Manager



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 purposes.

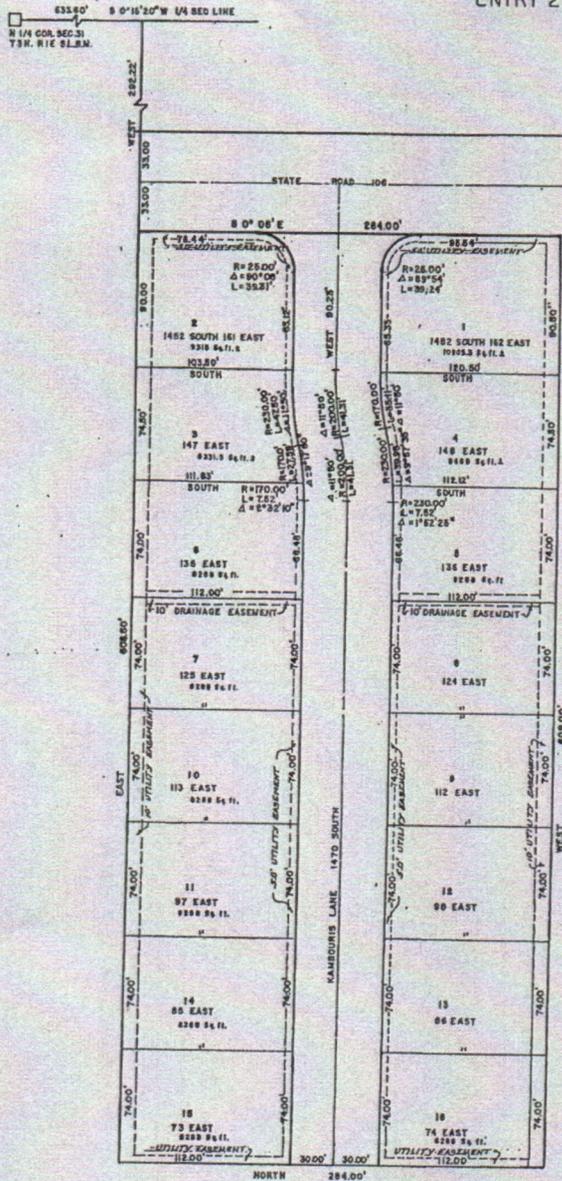


AEGEAN VILLAGE SUBDIVISION PLAT "A"

A PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, S.L.B.N., U.S. SURVEY

FARMINGTON CITY, DAVIS COUNTY, UTAH

SEE ADDRESS AFFIDAVIT 2660-185,
ENTRY 2756644, 2783897



BOUNDARY DESCRIPTION
BEGINNING AT A POINT ON THE WEST LINE OF THE STATE ROAD WHICH IS S 0° 15' 20" W 633.80' FEET ALONG THE 1/4 SECTION LINE AND WEST 282.22' FEET FROM THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, EAST LANE BASE & MERIDIAN RUNNING THENCE S 0° 04' E 284.00' FEET ALONG THE WEST LINE OF THE STATE ROAD, THENCE WEST 609.00' FEET, THENCE NORTH 264.00' THENCE EAST 608.80' FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE
I, MAX B. ELLIOTT, A REGISTERED LAND SURVEYOR HOLDING CERTIFICATE NO. 2760, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, 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 HEREAFTER TO BE KNOWN AS AEGEAN VILLAGE SUBDIVISION PLAT "A" AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

DATE: May 23, 1977
STATE OF UTAH SURVEYOR NO. 2760



OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS AEGEAN VILLAGE SUBDIVISION PLAT "A" DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT FOR PUBLIC USE, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION ON THE STREETS.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS DAY OF July 1977

Max B. Elliott
Max B. Elliott

ACKNOWLEDGEMENT
ON THE 17th DAY OF June, 1977 THERE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNERS OF THE OWNER'S DEDICATION, IN NUMBER WHO ONLY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC Robert Johnson
RESIDENCE Utah COMMISSION EXPIRES Dec 1, 1977

PLANNING COMMISSION APPROVAL
APPROVED THIS 19th DAY OF July, 1977 BY THE FARMINGTON CITY PLANNING COMMISSION

CHAIRMAN Frank N. Miller

FARMINGTON CITY COUNCIL
PRESENTED TO THE CITY COUNCIL OF FARMINGTON, UTAH THIS 21st DAY OF July, 1977 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

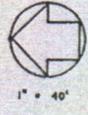
ATTEST Doris Hays



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

CITY ENGINEER Carl H. Johnson

DAVIS COUNTY RECORDER
ENTRY NO. 258413 - FEE PAID 18.00 FILED FOR RECORD AND RECORDED THIS 23rd DAY OF JULY, 1977, AT 2:00 PM
IN BOOK 613 OF S. & P. PAGE 280
COUNTY RECORDER James J. Deane Myra Wells & Sons
BY James J. Deane



1033

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John Saltzgiver
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.

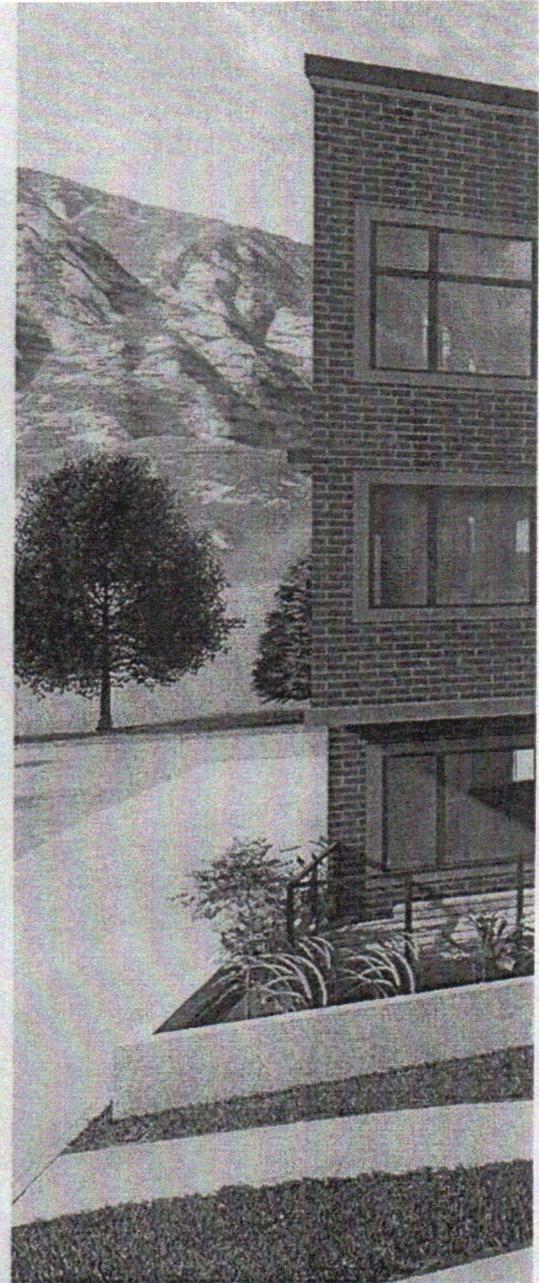
Thank you for your time and consideration in reviewing this Petition.

Sincerely,

A handwritten signature in black ink, appearing to read "John Saltzgiver". The signature is fluid and cursive, with the first name "John" and last name "Saltzgiver" clearly legible.

John Saltzgiver
Owner of JMSRE Investments, LLC





HI

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)

----- 2019 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Logan, UT-ID MSA							
LOW HOME RENT LIMIT	450	564	700	924	1031	1138	1244
HIGH HOME RENT LIMIT	450	564	700	1008	1213	1395	1511
For Information Only:							
FAIR MARKET RENT	450	564	700	1008	1213	1395	1577
50% RENT LIMIT	622	666	800	924	1031	1138	1244
65% RENT LIMIT	789	847	1018	1167	1283	1397	1511
Ogden-Clearfield, UT HUD Metro FMR Area							
LOW HOME RENT LIMIT	594	713	910	1105	1232	1360	1487
HIGH HOME RENT LIMIT	594	713	910	1290	1514	1687	1828
For Information Only:							
FAIR MARKET RENT	594	713	910	1290	1514	1741	1968
50% RENT LIMIT	743	796	956	1105	1232	1360	1487
65% RENT LIMIT	948	1016	1222	1403	1545	1687	1828
Box Elder County, UT HUD Metro FMR Area							
LOW HOME RENT LIMIT	473	544	720	924	1031	1138	1244
HIGH HOME RENT LIMIT	473	544	720	1004	1172	1348	1524
For Information Only:							
FAIR MARKET RENT	473	544	720	1004	1172	1348	1524
50% RENT LIMIT	622	666	800	924	1031	1138	1244
65% RENT LIMIT	838	899	1081	1240	1364	1487	1609
Provo-Orem, UT MSA							
LOW HOME RENT LIMIT	654	746	862	1035	1155	1274	1393
HIGH HOME RENT LIMIT	654	751	862	1246	1444	1575	1705
For Information Only:							
FAIR MARKET RENT	654	751	862	1246	1514	1741	1968
50% RENT LIMIT	697	746	896	1035	1155	1274	1393
65% RENT LIMIT	886	951	1143	1312	1444	1575	1705
St. George, UT MSA							
LOW HOME RENT LIMIT	622	666	800	924	1031	1138	1244
HIGH HOME RENT LIMIT	649	717	916	1167	1283	1397	1511
For Information Only:							
FAIR MARKET RENT	649	717	916	1312	1609	1850	2092
50% RENT LIMIT	622	666	800	924	1031	1138	1244
65% RENT LIMIT	789	847	1018	1167	1283	1397	1511
Salt Lake City, UT HUD Metro FMR Area							
LOW HOME RENT LIMIT	708	775	931	1075	1200	1323	1447
HIGH HOME RENT LIMIT	708	870	1075	1364	1501	1638	1775
For Information Only:							
FAIR MARKET RENT	708	870	1075	1518	1727	1986	2245
50% RENT LIMIT	723	775	931	1075	1200	1323	1447
65% RENT LIMIT	921	988	1188	1364	1501	1638	1775

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

Maximum Mortgages

AMI (2018 Family of 4)	85,000	85,000	85,000	85,000	85,000	85,000	85,000
%AMI	60%	70%	80%	90%	100%	110%	120%
Income	51,000	59,500	68,000	76,500	85,000	93,500	102,000
Mortgage Int	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Appraised value	\$ 250,000	\$ 300,000	\$ 350,000	\$ 400,000	\$ 450,000	\$ 500,000	\$ 550,000

Monthly Payments

30% Income	1,275	1,488	1,700	1,913	2,125	2,338	2,550
HOA Fees	-	-	-	-	-	-	-
Tax .463%	96	116	135	154	174	193	212
Ins	100	100	100	100	100	100	100
1st Mortgage Payment	1,079	1,272	1,465	1,658	1,851	2,045	2,238

Total Mortgage 30yr Fixed	225,913	266,382	306,852	347,322	387,791	428,261	468,731
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2019 Davis County Income Limits

% AMI Category	Persons in Family							
	1	2	3	4	5	6	7	8
30% Extremely Low	17,850	20,400	22,950	25,750	30,170	34,590	39,010	43,430
50% Very Low	29,750	34,000	38,250	42,500	45,900	49,300	52,700	56,100
60% Low	35,700	40,800	45,900	51,000	55,080	59,160	63,240	67,320
80% Moderate	47,600	54,400	61,200	68,000	73,450	78,900	84,350	89,800
100% AMI	59,500	68,000	76,500	85,000	91,800	98,600	105,400	112,200
60% Rent Limit	893	1,020	1,148	1,275	1,377	1,479	1,581	1,683

	2019 HOME RENT LIMITS						
	Eff	1BR	2BR	3BR	4BR	5BR	6BR
30% Low Home Rent	594	713	910	1105	1232	1360	1487
50% High Home Rent	594	713	910	1290	1514	1687	1828
60% Low	713	713	910	1290	1514	1741	1828
Fair Mrkt Rent	594	713	910	1290	1514	1741	1968
2020 Fair Mrkt Rent	673	802	1024	1438	1697		

CITY COUNCIL AGENDA

For Council Meeting:
August 18, 2020

SUBJECT: Minute Motion Approving Summary Action List

1. Flat Rock Ranch License Agreement

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

City Council Staff Report

To: Honorable Mayor and City Council
From: Meagan Booth, Associate Planner
Date: August 18, 2020
SUBJECT: **FLAT ROCK RANCH LICENSE AGREEMENT**

RECOMMENDATION

Move that the City Council approve the enclosed license agreement related to landscaping and maintaining right of ways with in the Flatrock Ranch Subdivision.

BACKGROUND

Enclosed is a License Agreement between Ivory Homes and Farmington City. Ivory Homes is requesting to install and maintain landscaping with the Right of Ways in the Flatrock Ranch Subdivision, shown in Exhibit A. The exhibit shows dedicated right of way stubbed to the UDOT property (18.79 acres) to the south and the same to the Peterson Property (14.68 acres) to the north. Please note the UDOT property may or may not develop until after West Davis Corridor is constructed. In the event, either property owner desires to seek approval of residential development in the future the stub roads will help provide access as well as meet City requirements. For now, the streets will remain unimproved until a required change and the need for improvements is necessary.

Respectively Submitted



Meagan Booth
Associate Planner

Review and Concur



Shane Pace
City Manager

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of the ____ day of _____ 2020, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City”, and **IVORY DEVELOPMENT LLC**, hereinafter referred to as the “Permittee”.

RECITALS:

WHEREAS, the City owns public rights-of-way in the Flatrock Ranch Conservation Subdivision, which property the City may utilize for public transportation, utility facilities and other purposes; and

WHEREAS, the Permittee owns the property consisting of the Flatrock Ranch Conservation Subdivision (the “Property”) adjacent to the public rights-of-way and the Property is further described in Exhibit “A”, attached hereto and by this reference made a part hereof; and

WHEREAS, the Permittee is desirous of obtaining a permit from the City to provide and maintain landscaping on then future right-of-way (the “Right-of-way”), consistent with the City’s use of the Right-of-way; and

WHEREAS, the City is willing to grant a license and permit for such use, subject to the terms and conditions set forth below:

AGREEMENT

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

1. The Recitals are hereby incorporated into this Agreement.
2. The City hereby grants permission and license to Permittee to install and maintain landscape improvements within the Right-of-Way. The landscaping shall be subject to all conditions of this License Agreement.
3. Permittee will, at Permittee’s sole expense remove, replace, or alter the Improvements installed by Permittee within the Right-of-way at the written request of the City. The City hereby agrees that it will not request removal, replacement or alteration of the Improvements unless such request is based on objective, demonstrable concern for public health and safety reasons, and Permittee shall restore and/or make the required changes to the Improvements within thirty (30) calendar days of notice from the City.
4. Permittee agrees that, at all times, this License shall be subject to any use of the Right-of-way the City may desire, and the City shall not be liable to Permittee for any loss of use or damage to the Improvements or private property.

5. Permittee agrees upon written notice from the City's Public Works Director, to repair any damage caused to the Right-of-way as a result of Permittee's, or its agents', employees' or invitees' use of the Right-of-way through this License Agreement.

6. Permittee agrees to indemnify, hold harmless and defend the City, its agents, employees and volunteers, from and against all claims, mechanics' liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorneys' fees, arising out of or by any reason of Permittee's use of the Right-of-way or any activities conducted thereon by Permittee, its agents, employees or invitees.

7. Permittee shall not assign this Agreement or any rights or interests herein without the prior written consent of the City. Any assignee approved by the City shall consent in writing to be bound by the terms of this Agreement as a condition of the assignment. Permittee shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from Permittee's interest in the Project and the Property.

8. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, members, successors and assigns (where assignment is permitted). The covenants contained herein shall be deemed to run with the Property and the parties agree that a copy of this Agreement may be recorded in the office of the Davis County Recorder, State of Utah.

9. This License Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

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

"CITY"

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

"PERMITTEE"

"IVORY DEVELOPMENT LLC"

By: Christopher P. Gamvroulas
CHRISTOPHER P. GAMVROULAS

CITY ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

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

NOTARY PUBLIC

My Commission Expires:

Residing at:

PERMITTEE ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 17TH day of JULY, 2020, personally appeared before me CHRISTOPHER P. GAMVROULAS, who being by me duly sworn, did say that he or she \ is signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

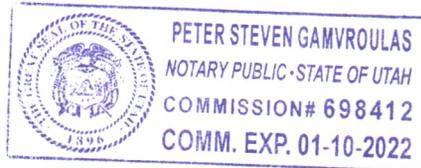


My Commission Expires:

01-10-2022

Residing at:

SALT LAKE COUNTY



CITY COUNCIL AGENDA

For Council Meeting:
August 18, 2020

SUBJECT: City Manager Report

1. Building Activity Report for July
2. FPD Monthly Activity Report for July

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

Month of July 2020	BUILDING ACTIVITY REPORT - JULY 2020 THRU JUNE 2021				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	6	6	\$2,201,954.23	6	6
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	0	0
CARPORT/GARAGE	2		\$21,758.00	2	
OTHER RESIDENTIAL	0	0	\$0.00	0	
SUB-TOTAL	8	6	\$2,223,712.23	8	6
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	3		\$28,750.00	3	
ADDITIONS/REMODELS	3		\$166,921.44	3	
SWIMMING POOLS/SPAS	6		\$211,724.75	6	
OTHER	22		\$185,790.96	22	
SUB-TOTAL	34		\$593,187.15	34	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	0		\$0.00	0	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	0	
SUB-TOTAL	0		\$0.00	0	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	2		\$5,000.00	2	
OFFICE	0		\$0.00	0	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	0	
SUB-TOTAL	2		\$ 5,000.00	2	
MISCELLANEOUS - NON-RESIDENTIAL *****					
MISC.	0		\$0.00	0	
SUB-TOTAL	0		\$0.00	0	
TOTALS	44	0	\$2,821,899.38	44	6



Farmington City Fire Department

Monthly Activity Report



July 2020

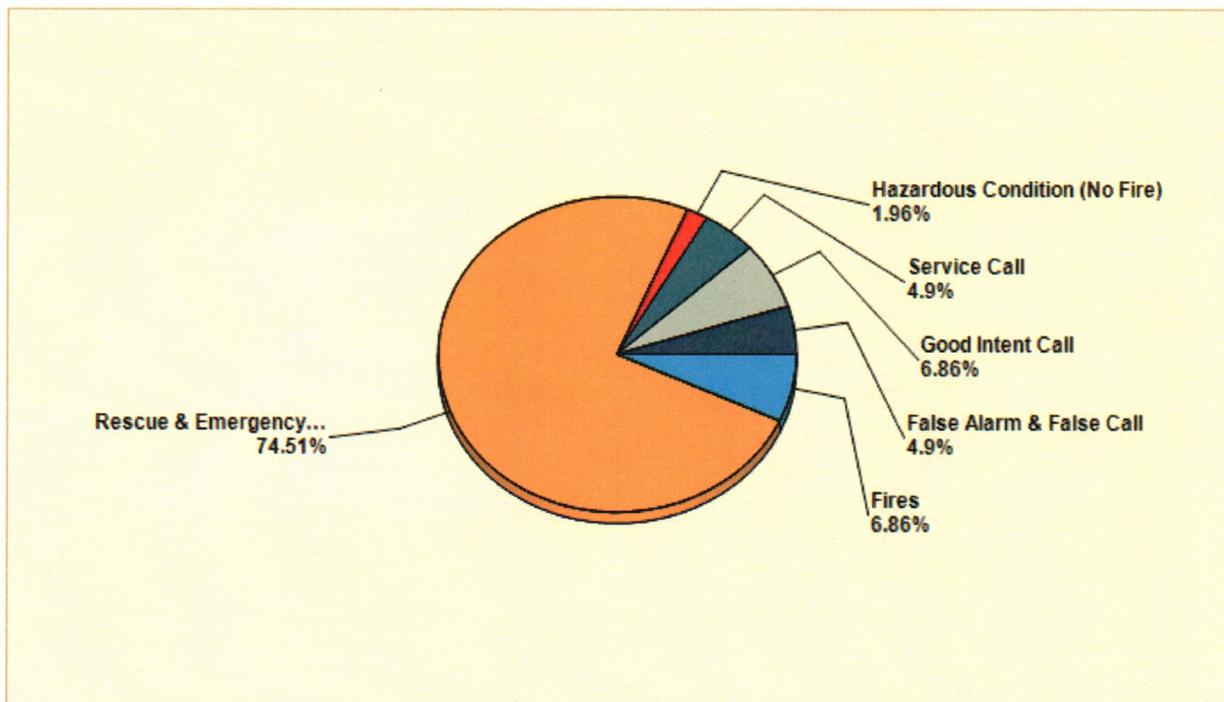


Emergency Services

Fire / Rescue Related Calls: 26
Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, Brush Fires, EMS Scene Support, False Alarms, etc.

Ambulance / EMS Related Calls: 76 / Transported 34 (44%)
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.

Calls Missed / Unable to Adequately Staff:	6 (6 %)	36 YTD (5.1%)
Overlapping Calls:	20 (19.6 %)	104 YTD (14.9%)



On-Duty Crew / Dynamic Data / July:

Emergent Incident / On-Scene Hours / Month Total:	37.0 Hrs.	(Approximate 148 Man Hours)
EMS Transport / Turn-Around Hours / Month Total:	68 Hrs.	(Approximate 136 Man Hours)

Urgent EMS Related Response Times (average):	6:23 Min/Sec	GOAL 5 minutes or less (+ 1.23)
Urgent Fire Related Response Times (average):	6.29 Min/Sec	GOAL 5 minutes or less (+ 1.31)

Part-Time Man-Hours based on the following 32-day pay periods – July 3rd, July 17th, and July 30th

Part-Time Shift Coverage / Staffing:	1,239*	Budgeted 1,008	Variance +231*
Training & Drill Hours:	79	79 (FY21)	
Emergency Calls/ Station Staffing:	50	FIRE 46.5 Hrs. / EMS 3 Hrs. (82.0 YTD)	
Special Event Hours:	2	2 (FY21)	
Part-Time Fire Marshal:	107	Budgeted 180	Variance – 73
Part-Time Fire Inspector	59.5	Budgeted 135	Variance – 75.5
Total PT Staffing Hours:	297.5	(FY21)	
Career Fire Chief:	N/A	Salary Exempt	Overtime N/A
Career Administrative Asst. x 1	N/A	40 Hour Reg.	Overtime + 0
Career Captains, Engineers & FF's x 9	N/A	48/96 Hour Rotation	Overtime + 114**

* Part-Time Hazard Staffing / Fire Patrol Assignments & Vacation Coverage Hours

**Career Monthly Officers Meeting and Hazard Staffing / Fire Patrol & Call-Back Assignments

Revenues & Grant / Donation Activity YTD:

Ambulance Revenue June 2020 (also end of FY20):

	Month	Calendar Year	FY 2020
Ambulance Services Billed	\$64,369.14	\$380,754.85	\$819,402.91
Ambulance Billing Collected	\$30,168.21	\$266,897.46	\$521,897.79
Variations:	\$34,200.93	\$113,857.39	\$297,505.12
Collection Percentages	47%	70%	64%

Grant / Donation Activity "Requests":

State of Utah & FEMA \$200 \$14,050 YTD

Grant / Donation Activity "Received":

State of Utah & FEMA Supplies \$200 \$8,450 YTD

Department Training & Man-Hours

Monthly Staff Meeting & Leadership Training	15	
Shift Drill #1 – EMS – GSW Trauma	24	
Shift Drill #2 – FIRE – Mass Decontamination	24	
Shift Drill #3 – EMS - Bomb Blast Injuries	24	
Shift Drill #4 – FIRE – Respiratory Protection	24	
Shift Drill #5 – EMS – Crush Injuries	24	
Pandemic / COVID-19 Update Trainings	30	
Wildland Response Training (Includes Reservist Hours)	30	
Total Training Hours:	195	1,638 HRS YTD

Fire Prevention & Inspection Activities

	QTY	
New & Existing Business Inspections:	14	
Re-Inspections:	6	
Fire Plan Reviews & Related:	28	
Consultations & Construction Meetings:	7	
Public Education Sessions (Fire Wise & Fire Patrol):	60 (COVID-19)	97 YTD

Health, Wellness & Safety Activities

	QTY	
Reportable Employee Injuries:	0	0 YTD
Physical Fitness / Gym Membership Participation %:	100%	(Station COVID-19)
Chaplaincy Events:	1	14 YTD

Process Improvement Activities:

	QTY	
Process Improvement Program (PIP) Submittals:	1	1 YTD

Monthly Activity Narrative:

Emergent response times averaged just under six and a half minutes for EMS & Fire calls. Emergent incidents included EMS responses (to include ongoing COVID-19), carbon monoxide, vehicle fires, vehicle rescue, structure fires, brush fires and canyon calls. Six percent of calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). This percentage was attributed (in part) by crews attending to 20% of overlapping calls. Forty-four percent of all Ambulance calls resulted in transporting patients to hospitals. Ambulance collection revenues continue with little predictability due to mandated billing variables. FFD monthly training encompassed ongoing COVID-19 training, Gunshot Wound Treatment, Mass Decontamination, Bomb Blast Injuries, Respiratory Protections, Crushing Injuries and Wildland Response Training.

Our annual “Hazard Staffing” program was a success and as a result, saved our historic “Rock Church” during the evening of July 4th. This staffed brush truck happened to pass by the church at the same time fireworks ignited bushes next to the structure. Due to the volatile state of the ignited fuels, flames instantly threatened the wooden eaves of the structure. Without immediate extinguishment, this event could have led to a potential catastrophic fire as our regular staffed engine was already committed to another call. The hazard staffing crew was able to knock down the fire prior to the roof igniting, resulting in minimal damage. During the hazard staffing dates (July 2nd through the 5th and July 22nd through the 25th) FFD responded to numerous complaints and reports of illegal firework activity along the East side of Farmington. As in past years, we attribute our fire prevention efforts and outreach programs to the success of a relatively mild fireworks season. Throughout the month of July, FFD also responded to several canyon calls requiring fire suppression and/or EMS treatment of adventurers.

FFD COVID-19 UPDATE: *No significant change since last month’s FFD COVID-19 updates. FFD has observed an increase (spike) in COVID-19 incidents attributed to individuals not heeding to health department guidelines. The Relief Ambulance Operator (RAO) program is still ready to deploy if indicated. The Bureau of Emergency Medical Services (UBEMS) pandemic operations still remains at a level “Yellow”, with the uncertainty of returning to level “Green” anytime soon. FFD will continue to follow and enforce recommendations set by health officials.*

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

July 2020 Photos:

Extinguished Vehicle & Brush Fire - Farmington Canyon, Multi-Patient EMS Response - Lagoon, FHS Smoke Scare, Engine 71 at Fire Threatening Structures - Kaysville, Wildland Response Training Westside – BLM, Farmington Fireworks – July 4th.



CITY COUNCIL AGENDA

For Council Meeting:
August 18, 2020

S U B J E C T: 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.