



## CITY COUNCIL MEETING NOTICE AND AGENDA - **AMENDED**

Notice is given that the City Council of the City of Farmington will hold a regular meeting on **Tuesday, May 16, 2023** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 5:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular 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 [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov)

### **WORK SESSION – 5:00 p.m.**

- Budget presentations and deliberation
- Discussion of regular session items upon request

*Motion to recess into regular City Council Meeting (if needed)*

### **REGULAR SESSION – 7:00 p.m.**

#### **CALL TO ORDER:**

- Invocation – Amy Shumway, Councilmember
- Pledge of Allegiance – Melissa Layton, Councilmember

#### **PRESENTATION:**

- Spotlight Abigail Bennet, Farmington High School student
- FY23 Quarter #3 (03/31/23) Financial Report [3](#)

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

*Minute motion to reconvene the City Council Meeting.*

#### **PUBLIC HEARINGS:**

- Cottrell Hills Planned Unit Development (PUD). Preliminary PUD Master Plan / Enabling Ordinance and Schematic Subdivision Plan [16](#)
- Second Amendment to Conservation Easement for Hunters Creek Subdivision, Phase 1-3 [48](#)

#### **BUSINESS:**

- Property Acquisition and Easement Agreement – Hunters Creek Subdivision (see above Public Hearing) [48](#)
- Agreement for Police Services at Lagoon Park [71](#)

#### **SUMMARY ACTION:**

- All West Fiber Hut easement for Dominion Energy Easement [77](#)
- Public Works Surplus Property [80](#)
- Legacy Event Center Waterline Maintenance Agreement [82](#)
- UPDATED Polling Location & Vote Centers [85](#)
- Kirkham Corner Improvements Agreement [88](#)
- Minutes Approval for May 2, 2023 [99](#)
- CDBG - Resolution & Interlocal Agreement with Davis County [117](#)

#### **GOVERNING BODY REPORTS:**

- City Manager Report
  - Building Activity Report for April [126](#)
- Mayor Anderson & City Council Reports

#### **ADJOURN**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City Recorder at 801-939-9206, at least 24 hours in advance of the meeting.

**CERTIFICATE OF POSTING** I hereby certify that the above notice and agenda were posted at Farmington City Hall, Farmington City Public Works, Farmington Library, the State Public Notice website and the city website [www.farmington.utah.gov](http://www.farmington.utah.gov), on May 11, 2023

CITY COUNCIL AGENDA

For Council Meeting:  
May 16, 2023

**PRESENTATION:**            **FY23 Quarter #3 (03/31/23) Financial Report**

**GENERAL INFORMATION:**

See staff report prepared Kyle Robertson, Accountant



# FARMINGTON CITY

**BRETT ANDERSON**  
MAYOR

**ROGER CHILD**  
**SCOTT ISAACSON**  
**MELISSA LAYTON**  
**ALEX LEEMAN**  
**AMY SHUMWAY**  
CITY COUNCIL

**BRIGHAM MELLOR**  
CITY MANAGER

## CITY COUNCIL STAFF REPORT for May 16, 2023

To: Mayor and City Council  
From: Kyle Robertson  
Date: May 11, 2023  
Subject: **FY23 Quarter #3 (03/31/2023) Financial Report**

### RECOMMENDATION

Review the following narrative and attached schedule. This report is for informational purposes only.

### NARRATIVE

March 31, 2023 marked the end of the third quarter of FY23. See below a few key observations:

- Ongoing General Fund revenues are now projected to come in slightly less than budgeted (approx. \$130K on a \$15M budget) – sales tax being the primary culprit. As a reminder, there is two-month delay in receiving sales tax revenues and a one-month delay in receiving property tax revenues.
- Impact fees and building permits are not coming in as quickly as anticipated. The projects are still moving through the approval process, just at a slower pace from the development community. City staff believes this is primarily due to rising interest rates.
- The major water projects that were budgeted in FY23 will not begin until FY24. Thus, these projects were included as 'carryover' items in the recommended FY24 budget.
- Expenditures at each level of budgetary control are on track to stay within budget, after taking into account the budget amendment items that will be presented at the final council meeting in June.

Respectfully submitted,

Kyle Robertson  
Accountant

Review and concur,

Chad Boshell  
Assistant City Manager

## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>GENERAL FUND</b>			
<b>GF - Administrative Department</b>			
REVENUE	(10,757,096)	(14,058,000)	76.5%
Charges for Services Revenue	(141,299)	(113,000)	125.0%
Cost Sharing, Contributions Received	0	0	...
Interest & Investment Earnings	(798,328)	(50,000)	1596.7%
Intergovernmental	0	0	...
Licenses, Permits, Fees Received	(72,440)	(75,000)	96.6%
Misc Revenue	(157,150)	(22,000)	714.3%
Taxes Received	(8,501,367)	(12,583,000)	67.6%
Transfers In	(1,086,513)	(1,215,000)	89.4%
EXPENDITURE	5,416,762	5,908,335	91.7%
Payroll	704,942	1,041,235	67.7%
Supplies & Services Expense	427,820	577,100	74.1%
Capital Outlay, Projects	0	6,000	0.0%
Transfers Out	4,284,000	4,284,000	100.0%
<b>GF - Buildings Department</b>			
REVENUE	(400,465)	(725,000)	55.2%
Licenses, Permits, Fees Received	(400,465)	(725,000)	55.2%
EXPENDITURE	477,482	577,262	82.7%
Payroll	195,867	215,362	90.9%
Supplies & Services Expense	262,677	299,300	87.8%
Capital Outlay, Projects	18,938	62,600	30.3%
<b>GF - Community Development Department</b>			
REVENUE	(91,444)	(86,500)	105.7%
Licenses, Permits, Fees Received	(91,444)	(86,500)	105.7%
EXPENDITURE	959,155	1,285,929	74.6%
Payroll	706,281	970,629	72.8%
Supplies & Services Expense	252,874	315,300	80.2%
Capital Outlay, Projects	0	0	...



## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>GF - Economic Development Department</b>			
EXPENDITURE	103,451	314,598	32.9%
Payroll	61,275	223,198	27.5%
Supplies & Services Expense	42,176	91,400	46.1%
Capital Outlay, Projects	0	0	...
<b>GF - Engineering Department</b>			
REVENUE	(1,779)	(12,000)	14.8%
Charges for Services Revenue	(1,779)	(12,000)	14.8%
EXPENDITURE	151,775	195,918	77.5%
Payroll	118,131	152,418	77.5%
Supplies & Services Expense	33,644	43,500	77.3%
Capital Outlay, Projects	0	0	...
<b>GF - Fire Department</b>			
REVENUE	(150,000)	(304,000)	49.3%
Intergovernmental	(150,000)	(304,000)	49.3%
EXPENDITURE	2,070,267	2,727,962	75.9%
Payroll	1,861,107	2,477,194	75.1%
Supplies & Services Expense	169,211	198,968	85.0%
Capital Outlay, Projects	39,950	51,800	77.1%
<b>GF - Legislative Department</b>			
EXPENDITURE	94,418	157,873	59.8%
Payroll	49,566	78,873	62.8%
Supplies & Services Expense	44,852	79,000	56.8%

## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>GF - Parks &amp; Cemetery Department</b>			
REVENUE	(39,993)	(40,000)	100.0%
Charges for Services Revenue	(39,993)	(40,000)	100.0%
Cost Sharing, Contributions Received	0	0	...
Misc Revenue	0	0	...
EXPENDITURE	870,574	1,233,982	70.5%
Payroll	576,553	800,482	72.0%
Supplies & Services Expense	282,521	423,500	66.7%
Capital Outlay, Projects	11,500	10,000	115.0%
<b>GF - Police Department</b>			
REVENUE	(202,409)	(338,650)	59.8%
Charges for Services Revenue	(138)	(100,000)	0.1%
Cost Sharing, Contributions Received	(103,839)	(167,000)	62.2%
Interest & Investment Earnings	0	(1,500)	0.0%
Intergovernmental	(98,432)	(70,150)	140.3%
EXPENDITURE	3,135,637	4,654,332	67.4%
Payroll	2,530,745	3,860,562	65.6%
Supplies & Services Expense	500,943	677,270	74.0%
Capital Outlay, Projects	103,950	116,500	89.2%
<b>GF - Streets Department</b>			
REVENUE	(36,380)	(23,000)	158.2%
Charges for Services Revenue	(1,825)	(4,000)	45.6%
Cost Sharing, Contributions Received	0	0	...
Licenses, Permits, Fees Received	(34,555)	(19,000)	181.9%
EXPENDITURE	728,068	914,435	79.6%
Payroll	468,928	608,235	77.1%
Supplies & Services Expense	259,140	301,200	86.0%
Capital Outlay, Projects	0	5,000	0.0%

## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>SPECIAL REVENUE (RDA) FUNDS</b>			
<b>20 - US89 RDA</b>			
<b>REVENUE</b>	<b>(165,756)</b>	<b>(171,000)</b>	<b>96.9%</b>
Interest & Investment Earnings	0	(6,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	(165,756)	(165,000)	100.5%
Transfers In	0	0	...
<b>EXPENDITURE</b>	<b>19,251</b>	<b>191,443</b>	<b>10.1%</b>
Payroll	7,700	7,700	100.0%
Supplies & Services Expense	8,453	8,900	95.0%
Capital Outlay, Projects	0	0	...
Debt service, lease payments	3,098	174,843	1.8%
Transfers Out	0	0	...
<b>22 - Station Park RDA</b>			
<b>REVENUE</b>	<b>(362,614)</b>	<b>(357,000)</b>	<b>101.6%</b>
Interest & Investment Earnings	0	(7,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	(362,614)	(350,000)	103.6%
<b>EXPENDITURE</b>	<b>9,041</b>	<b>3,000</b>	<b>301.4%</b>
Supplies & Services Expense	9,000	3,000	300.0%
Capital Outlay, Projects	41	0	...
Transfers Out	0	0	...



## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>DEBT SERVICE FUNDS</b>			
<b>30 - RAP Tax Bond</b>			
REVENUE	(400,701)	(652,000)	61.5%
Interest & Investment Earnings	0	(2,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	(400,701)	(650,000)	61.6%
EXPENDITURE	507,457	888,371	57.1%
Supplies & Services Expense	666	700	95.2%
Debt service, lease payments	6,791	387,671	1.8%
Transfers Out	500,000	500,000	100.0%
<b>31 - Police Sales Tax Bond</b>			
REVENUE	(26,000)	(27,000)	96.3%
Interest & Investment Earnings	0	(1,000)	0.0%
Investment value increase/decrease	0	0	...
Transfers In	(26,000)	(26,000)	100.0%
EXPENDITURE	945	71,298	1.3%
Supplies & Services Expense	97	100	97.5%
Debt service, lease payments	848	71,198	1.2%
<b>34 - Buildings G.O Bond</b>			
REVENUE	0	(1,000)	0.0%
Interest & Investment Earnings	0	(1,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	0	0	...
EXPENDITURE	56,513	60,000	94.2%
Supplies & Services Expense	0	0	...
Debt service, lease payments	0	0	...
Transfers Out	56,513	60,000	94.2%
<b>35 - Park G.O. Bond</b>			
REVENUE	(409,000)	(410,000)	99.8%
Interest & Investment Earnings	0	(1,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	(409,000)	(409,000)	100.0%
EXPENDITURE	408,645	410,000	99.7%
Supplies & Services Expense	357	2,000	17.9%
Debt service, lease payments	408,288	408,000	100.1%



## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>CAPITAL IMPROVEMENT FUNDS</b>			
<b>11 - Class C Roads</b>			
<b>REVENUE</b>	<b>(1,011,216)</b>	<b>(1,542,000)</b>	<b>65.6%</b>
Charges for Services Revenue	0	0	...
Financing Proceeds	0	0	...
Interest & Investment Earnings	0	(2,000)	0.0%
Intergovernmental	(615,229)	(900,000)	68.4%
Investment value increase/decrease	0	0	...
Taxes Received	(395,987)	(640,000)	61.9%
<b>EXPENDITURE</b>	<b>1,041,817</b>	<b>2,024,000</b>	<b>51.5%</b>
Supplies & Services Expense	107,798	90,000	119.8%
Capital Outlay, Projects	934,018	1,934,000	48.3%
Transfers Out	0	0	...
<b>37 - Capital Improvement - Gov Buildings</b>			
<b>REVENUE</b>	<b>(776,941)</b>	<b>(875,460)</b>	<b>88.7%</b>
Charges for Services Revenue	(7,558)	(9,960)	75.9%
Devel/Impact Fees Received	(22,234)	(114,000)	19.5%
Interest & Investment Earnings	0	(4,500)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(149)	0	...
Transfers In	(747,000)	(747,000)	100.0%
<b>EXPENDITURE</b>	<b>9,869</b>	<b>600,000</b>	<b>1.6%</b>
Supplies & Services Expense	4,766	2,000	238.3%
Capital Outlay, Projects	5,102	598,000	0.9%
Transfers Out	0	0	...
<b>38 - Capital Improvement - Streets</b>			
<b>REVENUE</b>	<b>(794,685)</b>	<b>(20,888,000)</b>	<b>3.8%</b>
Charges for Services Revenue	0	0	...
Cost Sharing, Contributions Received	(362,346)	(12,410,000)	2.9%
Devel/Impact Fees Received	(432,340)	(1,303,000)	33.2%
Financing Proceeds	0	(7,000,000)	0.0%
Interest & Investment Earnings	0	(175,000)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	0	0	...
<b>EXPENDITURE</b>	<b>13,961,704</b>	<b>30,767,696</b>	<b>45.4%</b>
Supplies & Services Expense	480,135	614,000	78.2%
Capital Outlay, Projects	13,431,060	30,086,000	44.6%
Debt service, lease payments	50,510	67,696	74.6%
Land / R.O.W Acquisition	0	0	...

## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>39 - Capital Equipment Fund</b>			
<b>REVENUE</b>	<b>(1,953,625)</b>	<b>(1,915,800)</b>	<b>102.0%</b>
Financing Proceeds	0	0	...
Interest & Investment Earnings	0	(2,000)	0.0%
Investment value increase/decrease	0	0	...
Sale of Assets	(107,625)	(67,800)	158.7%
Transfers In	(1,846,000)	(1,846,000)	100.0%
<b>EXPENDITURE</b>	<b>1,121,993</b>	<b>2,023,791</b>	<b>55.4%</b>
Capital Outlay, Projects	1,020,259	1,924,590	53.0%
Debt service, lease payments	101,733	99,201	102.6%
<b>40 - Real Estate Fund</b>			
<b>REVENUE</b>	<b>(181,579)</b>	<b>(5,000)</b>	<b>3631.6%</b>
Cost Sharing, Contributions Received	0	0	...
Interest & Investment Earnings	0	(5,000)	0.0%
Investment value increase/decrease	0	0	...
Sale of Assets	(181,579)	0	...
Transfers In	0	0	...
<b>EXPENDITURE</b>	<b>9,221</b>	<b>0</b>	<b>...</b>
Capital Outlay, Projects	9,221	0	...
Transfers Out	0	0	...
<b>42 - Capital Improvements - Parks</b>			
<b>REVENUE</b>	<b>(896,434)</b>	<b>(1,905,000)</b>	<b>47.1%</b>
Charges for Services Revenue	(10,000)	(12,000)	83.3%
Cost Sharing, Contributions Received	(205,000)	(250,000)	82.0%
Devel/Impact Fees Received	(178,156)	(1,176,000)	15.1%
Financing Proceeds	0	0	...
Interest & Investment Earnings	0	(14,000)	0.0%
Intergovernmental	0	0	...
Investment value increase/decrease	0	0	...
Misc Revenue	(50,278)	0	...
Transfers In	(453,000)	(453,000)	100.0%
<b>EXPENDITURE</b>	<b>917,116</b>	<b>2,557,723</b>	<b>35.9%</b>
Supplies & Services Expense	20,591	153,335	13.4%
Capital Outlay, Projects	892,599	2,233,000	40.0%
Debt service, lease payments	3,926	171,388	2.3%
Transfers Out	0	0	...



## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>43 - Capital Fire</b>			
<b>REVENUE</b>	<b>(31,344)</b>	<b>(170,000)</b>	<b>18.4%</b>
Devel/Impact Fees Received	(31,344)	(165,000)	19.0%
Interest & Investment Earnings	0	(5,000)	0.0%
Investment value increase/decrease	0	0	...
Transfers In	0	0	...
<b>EXPENDITURE</b>	<b>915</b>	<b>56,996</b>	<b>1.6%</b>
Capital Outlay, Projects	0	0	...
Debt service, lease payments	915	56,996	1.6%
<b>PERMANENT FUND</b>			
<b>48 - Cemetery Perpetual Fund</b>			
<b>REVENUE</b>	<b>(7,250)</b>	<b>(8,500)</b>	<b>85.3%</b>
Charges for Services Revenue	(7,250)	(7,500)	96.7%
Interest & Investment Earnings	0	(1,000)	0.0%
Investment value increase/decrease	0	0	...
<b>EXPENDITURE</b>	<b>150,000</b>	<b>150,000</b>	<b>100.0%</b>
Capital Outlay, Projects	150,000	150,000	100.0%
Transfers Out	0	0	...

## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>ENTERPRISE FUNDS</b>			
<b>51 - Water Fund</b>			
<b>REVENUE</b>	<b>(10,928,695)</b>	<b>(11,076,643)</b>	<b>98.7%</b>
Charges for Services Revenue	(1,925,525)	(2,499,200)	77.0%
Devel/Impact Fees Received	(322,275)	(51,000)	631.9%
Developer Contributions of Infrastructure	0	0	...
Financing Proceeds	(7,045,000)	(7,000,000)	100.6%
Financing Proceeds - Interest earnings	(104,459)	0	...
Interest & Investment Earnings	0	(22,000)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(1,531,436)	(1,504,443)	101.8%
Sale of Assets	0	0	...
<b>EXPENDITURE</b>	<b>1,877,388</b>	<b>12,474,377</b>	<b>15.0%</b>
Payroll	817,114	1,119,877	73.0%
Supplies & Services Expense	821,692	975,500	84.2%
Capital Outlay, Projects	231,083	10,218,000	2.3%
Debt service, lease payments	7,500	161,000	4.7%
<b>52 - Sewer Fund</b>			
<b>REVENUE</b>	<b>(2,464,556)</b>	<b>(2,980,000)</b>	<b>82.7%</b>
Charges for Services Revenue	(1,714,331)	(2,220,000)	77.2%
Interest & Investment Earnings	0	(10,000)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(750,225)	(750,000)	100.0%
<b>EXPENDITURE</b>	<b>1,985,954</b>	<b>3,491,637</b>	<b>56.9%</b>
Payroll	48,834	59,137	82.6%
Supplies & Services Expense	1,407,120	2,027,500	69.4%
Capital Outlay, Projects	30,000	780,000	3.8%
Transfers Out	500,000	625,000	80.0%
<b>53 - Garbage Fund</b>			
<b>REVENUE</b>	<b>(1,350,296)</b>	<b>(1,789,300)</b>	<b>75.5%</b>
Charges for Services Revenue	(1,349,707)	(1,666,200)	81.0%
Interest & Investment Earnings	0	(10,000)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(589)	(113,100)	0.5%
<b>EXPENDITURE</b>	<b>1,183,630</b>	<b>1,752,607</b>	<b>67.5%</b>
Payroll	80,542	111,707	72.1%
Supplies & Services Expense	1,074,253	1,567,400	68.5%
Capital Outlay, Projects	28,835	73,500	39.2%



## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>54 - Storm Water Fund</b>			
<b>REVENUE</b>	<b>(973,391)</b>	<b>(1,567,000)</b>	<b>62.1%</b>
Charges for Services Revenue	(663,497)	(890,000)	74.6%
Cost Sharing, Contributions Received	0	0	...
Devel/Impact Fees Received	(304,610)	(607,000)	50.2%
Financing Proceeds	0	0	...
Interest & Investment Earnings	0	(65,000)	0.0%
Investment value increase/decrease	0	0	...
Licenses, Permits, Fees Received	(4,100)	(5,000)	82.0%
Misc Revenue	(1,184)	0	...
Sale of Assets	0	0	...
<b>EXPENDITURE</b>	<b>493,245</b>	<b>4,876,336</b>	<b>10.1%</b>
Payroll	295,727	486,898	60.7%
Supplies & Services Expense	102,453	242,438	42.3%
Capital Outlay, Projects	65,065	4,117,000	1.6%
Debt service, lease payments	0	0	...
Transfers Out	30,000	30,000	100.0%
<b>55 - Ambulance Fund</b>			
<b>REVENUE</b>	<b>(1,126,199)</b>	<b>(1,052,000)</b>	<b>107.1%</b>
Charges for Services Revenue	(1,125,691)	(1,042,000)	108.0%
Interest & Investment Earnings	0	(10,000)	0.0%
Intergovernmental	0	0	...
Investment value increase/decrease	0	0	...
Misc Revenue	(508)	0	...
Sale of Assets	0	0	...
<b>EXPENDITURE</b>	<b>319,986</b>	<b>956,725</b>	<b>33.4%</b>
Payroll	161,353	221,757	72.8%
Supplies & Services Expense	145,258	182,468	79.6%
Capital Outlay, Projects	13,375	52,500	25.5%
Write-off of Uncollectibles	0	500,000	0.0%

## FY23 Q3 Report by Category

\*Revenues are shown as negative.

	Total through Q3	FY23 Amended Budget	As a % of Budget
<b>56 - Transportation Utility Fund</b>			
<b>REVENUE</b>	<b>(498,512)</b>	<b>(668,000)</b>	<b>74.6%</b>
Interest & Investment Earnings	0	(5,000)	0.0%
Investment value increase/decrease	0	0	...
Licenses, Permits, Fees Received	(498,512)	(663,000)	75.2%
Misc Revenue	0	0	...
<b>EXPENDITURE</b>	<b>526,593</b>	<b>668,000</b>	<b>78.8%</b>
Supplies & Services Expense	5,000	5,000	100.0%
Capital Outlay, Projects	521,593	663,000	78.7%
<b>60,67 - Recreation and Special Events</b>			
<b>REVENUE</b>	<b>(1,996,904)</b>	<b>(2,178,135)</b>	<b>91.7%</b>
Charges for Services Revenue	(777,918)	(933,235)	83.4%
Cost Sharing, Contributions Received	0	(2,650)	0.0%
Interest & Investment Earnings	0	(6,000)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(6,986)	(24,250)	28.8%
Sale of Assets	0	0	...
Transfers In	(1,212,000)	(1,212,000)	100.0%
<b>EXPENDITURE</b>	<b>1,355,652</b>	<b>2,232,674</b>	<b>60.7%</b>
Payroll	922,006	1,325,814	69.5%
Supplies & Services Expense	421,746	889,360	47.4%
Capital Outlay, Projects	11,900	17,500	68.0%

CITY COUNCIL AGENDA

For Council Meeting:  
May 16, 2023

**PUBLIC HEARING:**            **Cottrell Hills Planned Unit Development (PUD). Preliminary  
PUD Master Plan / Enabling Ordinance and Schematic  
Subdivision Plan**

**GENERAL INFORMATION:**

See staff report prepared by David Petersen, Community Development Director





City Council Staff Report

To: Honorable Mayor and City Council

From: David Petersen, Community Development Director

Date: May 16, 2023

SUBJECT: **Cottrell Hills Planned Unit Development (PUD)---Preliminary PUD Master Plan/Enabling Ordinance and Schematic Subdivision Plan. (S-8-23)**

**RECOMMENDATION:**

Move that the City Council approve the Preliminary PUD Master Plan and Schematic Subdivision plan for the proposed Cottrell Hills PUD subject to all applicable Farmington City development standards and ordinances and the following:

1. The owners must enter in to an agreement with the City, including but not limited to, memorializing their commitment to preserve and maintain eligibility for the national register for two existing on-site “contributing” historic homes, and in that agreement, there will also be a cash in lieu option for the installation of the sidewalks--with the sidewalk’s actual installation decision being left to the City’s Engineer, Arborist, and Planning Department.
2. The applicant must meet all requirements of the City’s DRC (Development Review Committee) including, but no limited to, Fire Department approval of the private drive configuration for the two “land-locked” lots.
3. Update plans to show the location of existing trees and sidewalk on 300 east next to Lots 1 and 2 as part of a street tree preservation plan, and label this portion of the sidewalk as “Existing”, and the sidewalk adjacent to Lots 3 and 6 as “Proposed”, and also identify all trees the entire length of the 300 East frontage as “Existing” as well.
4. All buildings constructed within the PUD, including building elevations, shall meet the standards of the underlying OTR zone.



5. Include the existing interior lot which fronts State Street (Lot 1, Sunset Hill No. 2 subdivision, Parcel #07-038-0001) as part of the Cottrell Hills PUD Master Plan and Schematic Subdivision Plan.
6. The front of the dwelling on Lot 3 must face 300 East. The front of the dwellings on Lots 4 and 5 shall only face the private drive or their respective west property lines.
7. Private driveways on lots in the PUD must be at least 20' in length to allow the parking of cars/trucks thereon so that such parked vehicles will not project into private or public rights-of-way interrupting or preventing acceptable movement of pedestrian or vehicle traffic on these rights-of-way.
8. The applicant shall provide two parking spaces for Lot 6. [Note: Section 11-32-040 requires 2 parking spaces per single family dwelling unit].
9. The area of two of the seven lots may be less than the minimum lot size in the OTR zone of 10,000 sq. ft. (Lot 3: 9,038 sq. ft. and Lot 5: 9,484 sq. ft.) as shown on the Preliminary PUD Master Plan. This deviation from the standard of the underlying zone, and possible other deviations must be finalized upon consideration of a Final PUD Master Plan by the City. [Note: the private drive/ "land-locked" lots and the proposed setbacks shown on the plans are not deviations because these requests maybe possible as set forth in Section 12-7-030 B. of the Subdivision Ordinance and Chapter 17 of the Zoning Ordinance].
10. The Council must approve an enabling ordinance enacting the PUD overlay zone, but after the Planning Commission favorably considers the Final PUD Master Plan for the project.

Findings:

1. The PUD will result in the preservation of two historic homes.
2. The proposed lots are comparable in size and dimensions to other lots found in the area.
3. The density of development is consistent with what is allowed in the OTR zone [Note: The applicant had the opportunity to apply for a density bonus of 20% as per Chapter 27 of the Zoning Ordinance, which if requested and approved, would have resulted in the creation of 9 lots, but the owner limited the size of the proposed development to seven lots].
4. The applicant provided plans showing the existing trees and proposed sidewalk adjacent to Lots 3 and 6, and the proposed motion will supplement this effort by requiring the developer to show all existing trees and existing/future sidewalk the entire length of the project's 300 East frontage in one overall street tree preservation plan.
5. The application is consistent with the goals and purposes of the Farmington City General Plan and Zoning Ordinance, including but not limited to the OTR zone.
6. The first part of the condition requiring the home on Lot 3 to face 300 East complies with Section 11-28-050 A. of the Zoning Ordinance which states "Main Building To Face Front: Regardless of the shape of any building lot, the full face of a building and the full width of required side yards shall be fully exposed to the street". Although not flag lots, the second part of the same condition regarding the front of homes on Lots 4 and 5 meets a similar standard for flag lots in Section 12-7-030 J.2.d: "The front yard shall be considered one of



the two (2) sides of the flag portion that adjoins the stem and all buildings must face the front yard”.

7. The motion accommodates the possibility of unforeseen additional deviations from the standards of the underlying zone, if any, which make sense, and come about as part of the Final (PUD) Master Plan process.

## **BACKGROUND:**

The subject property (2.15 acres or 94,961 sq. ft.) consists of three homes on 4 lots, or an average of approximately 23,740 sq. ft. per lot. The site is zoned OTR, which requires a minimum base lot size 10,000 sq. ft. As per Chapter 17 of the Zoning Ordinance it may be possible for one to create an 8-lot subdivision, or 4 additional lots, but in order to do so one must remove some or all of the existing dwellings, which includes homes constructed in 1895, 1947, and 1954 as noted on State Historic Preservation Office (SHPO) Historic Utah Building map—two of which are eligible for the National Register.

Notwithstanding the forgoing, the applicant desires to create 3 additional lots, or a total of 7 lots (not 8 lots), and preserve the historic homes at the same time. However, in his effort to create as little disruption as possible (i.e. limit the amount of hard surfaced streets) he is requesting two “land-locked” lots serviced by a private drive; meanwhile, building lots must front a public street as required by ordinance. This deviation from the standard may be accomplished through the Planned Unit Development (PUD) process, but at the sole discretion of the City (it is a legislative act). “Every planned unit development shall provide usable common open space, accessible to all lots or units, of not less than ten percent (10%) of the net area (gross area less constrained or sensitive lands), in single-family planned unit developments. . . .” (Section 11-27-120 G 1. of Chapter 27 of the Zoning Ordinance (the PUD chapter)). Nevertheless, sub-paragraph 2 of the same section allows historic preservation as an alternative to open space.

The Planning Commission considered this application at a public hearing on April 20, 2023, but tabled consideration to allow time for the developer to do the following: 1) Prepare a street tree preservation plan that includes concepts and issues (if any) of adding a sidewalk; 2) Provide conceptual building elevations for the homes that may be constructed within the project in the future; 3) Come back with a conceptual snow removal plan for the private drive to lots 5 and 6 which will show the location of driveways and a place to stack snow; and 4) Show implications of maintaining eligibility for the national historic register for the two existing “contributing” homes on the property.

An attached photo shows the existing sidewalk on 300 East adjacent to lots 1 and 2, which connects to the sidewalk on State Street, and another attached photo, which demonstrates that the street trees next to the proposed lots 3 and 6 are also ideally situated to extend the side walk south across these lots. The developer updated his plans to show the location of sidewalk extension and adjacent existing trees.

The property is zoned OTR, and the applicant provided 11 possible building elevations for homes which may be constructed on lots 3, 4 and 5 and the existing interior lot which fronts State Street (see attached). The first five elevations meet OTR standards, elevations 6, 7 and 8 could meet

standards with some modifications, and the last three elevations do not meet the standards of the underlying zone.

On May 4, 2023, the Planning Commission recommended approval, with conditions, of the application as set forth in the suggested motion above. [Note: staff added condition 10 and finding 7].

**Supplementary Information**

1. Vicinity map(s).
2. Subdivision Yield Plan of the property.
3. 4/20/23 Preliminary PUD Master Plan and Schematic Subdivision plan (2 pages).
4. 5/4/21 Plan updates (2 pages).
5. Photos of Existing Street Trees which show existing 300 East sidewalk next to Lots 1 and 2 on the plan.
6. Photographs of the three existing homes.
7. Proposed Building Elevations.
8. Section 11-17-050 D. "Garages".
9. Email from Seth Faerber to Dave Petersen, 4/28/23

Respectfully Submitted



David Petersen  
Community Development Director

Concur



Chad Boshell  
Assistant City Manager





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.



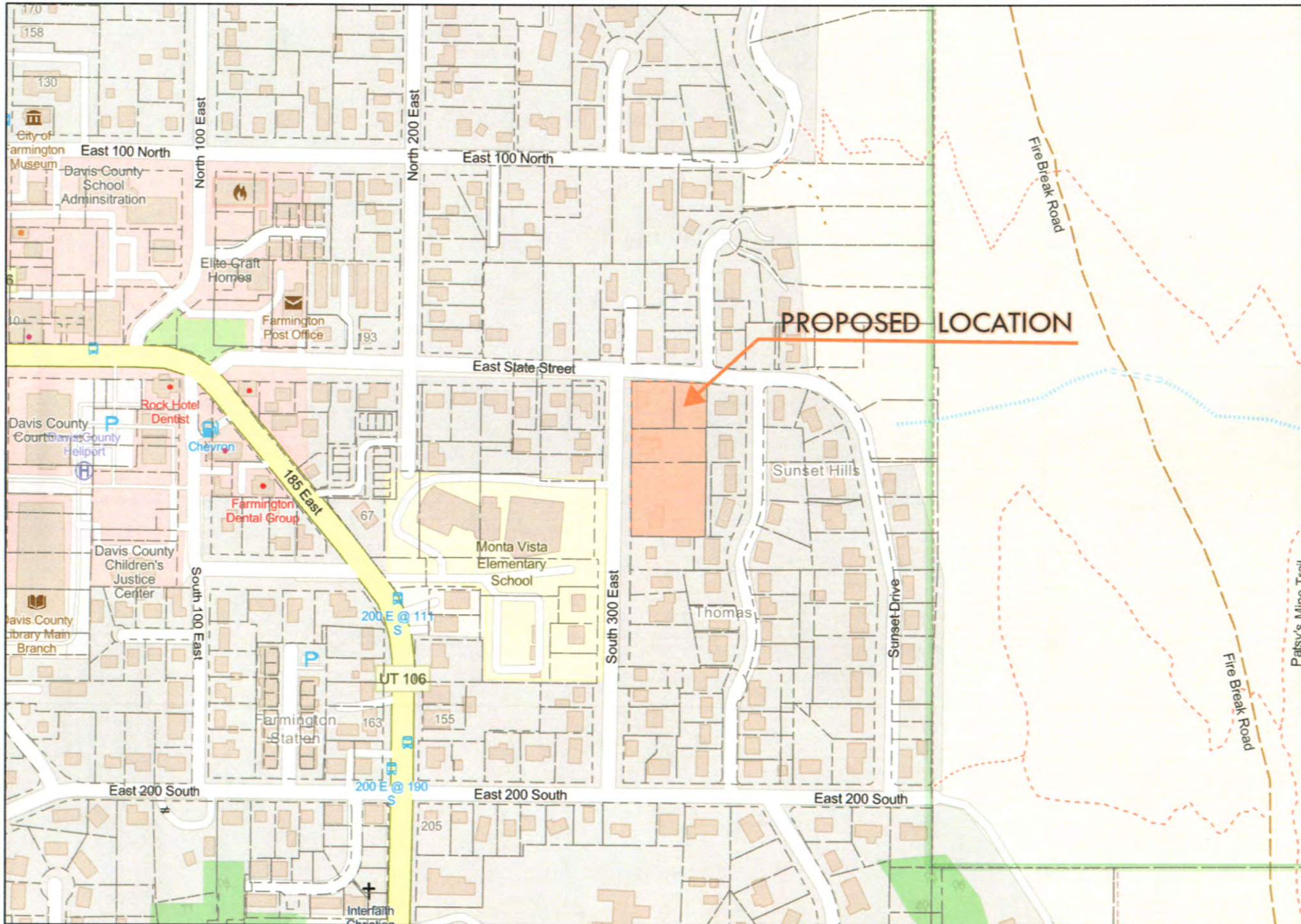
**VICINITY MAP**  
Cottrell Hills PUD





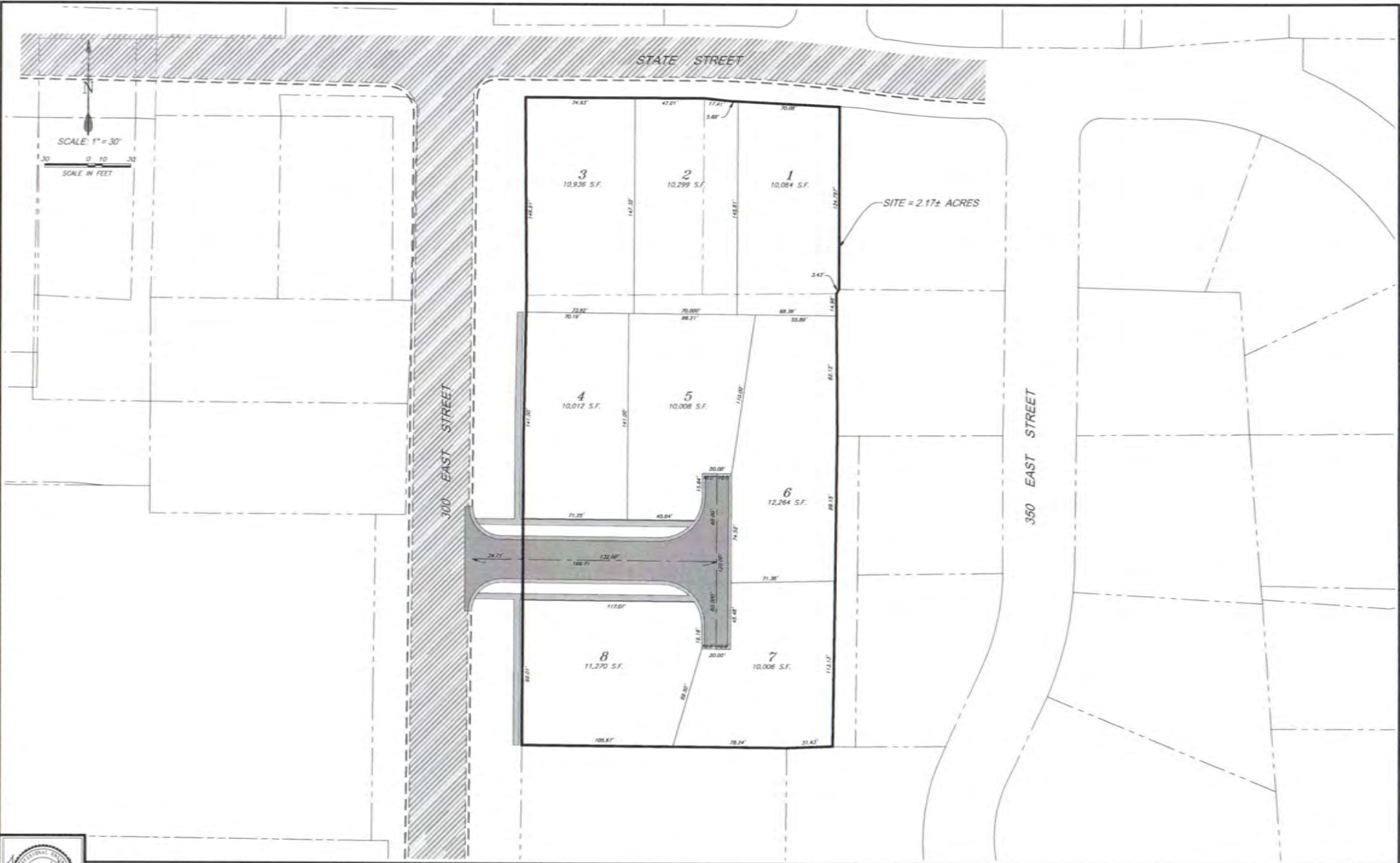


# VICINITY MAP





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SCALE: 1" = 30'

SCALE IN FEET



**WASATCH CIVIL**  
CONSULTING ENGINEERING

1150 SOUTH MAIN, SUITE 200, DENVER, CO 80202  
(303) 733-1111 | WASATCHCIVIL.COM

REV	DATE	APPN

DESIGNED: C.C.S. DATE: MAR 20, 2023  
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 CHECKED: J.W.

SETH FAERBER

COTTRELL HILLS SUBDIVISION  
YIELD PLAN

SHEET  
**1**  
OF 2 SHEETS

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- NOTES**
1. CONSTRUCT CULINARY WATER SYSTEM PER FARMINGTON CITY PUBLIC WORKS STANDARDS
  2. CONSTRUCT SECONDARY WATER SYSTEM PER BENCHLAND WATER DISTRICT STANDARDS



**WC WASATCH CIVIL**  
 CONSULTING ENGINEERING  
 1050 NORTH WINDMILL DRIVE, SUITE 203, JORDAN UT 84064  
 (801) 718-9141 | WASATCHCIVIL.COM

REV	DATE	APPD

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SETH FAERBER

COTTRELL HILLS SUBDIVISION  
 SCHEMATIC PLAT

SHEET  
**2**  
 OF 2 SHEETS





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**WC WASATCH CIVIL**  
 CONSULTING ENGINEERING  
 1382 DEPT DR SW, SUITE 201, OGDEN, UT 84403  
 (801) 734-9111 • WASATCHCIVIL.COM

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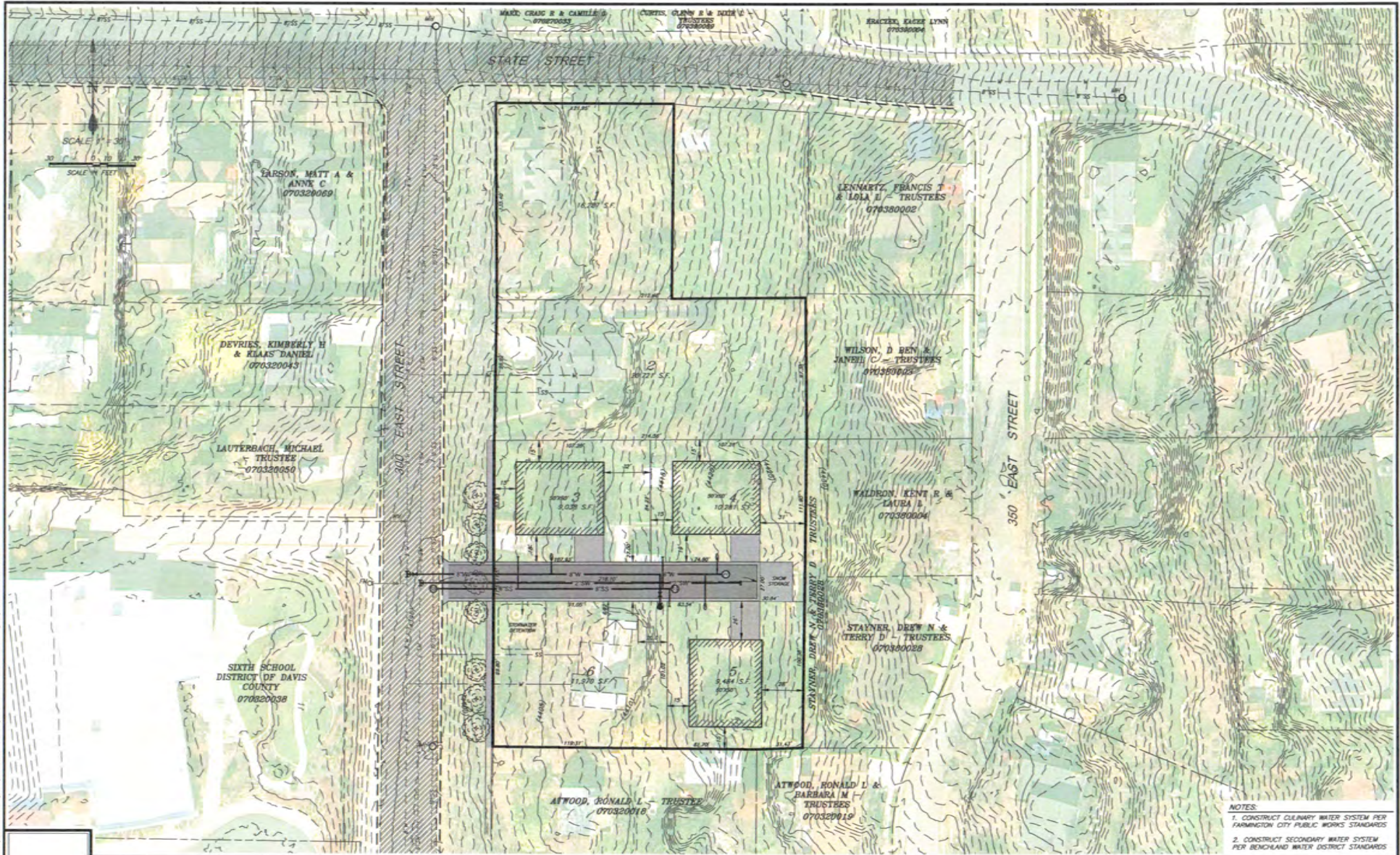
SETH FAERBER

COTTRELL HILLS SUBDIVISION  
 SCHEMATIC PLAT

SHEET:  
**2**  
 OF 2 SHEETS

NOTES:  
 1. CONSTRUCT CULINARY WATER SYSTEM PER FARMINGTON CITY PUBLIC WORKS STANDARDS  
 2. CONSTRUCT SECONDARY WATER SYSTEM PER BENCHLAND WATER DISTRICT STANDARDS





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**WC WASATCH CIVIL**  
CONSULTING ENGINEERING  
1150 SOUTH DRAKE, SUITE 225, GORDON, UT 84043  
801.734.8141 - WASATCHCIVIL.COM

REV.	DATE	APPROV.

DESIGNED: C.C.S. DATE: APR. 28, 2023  
DRAWN: C.C.S. SCALE: 1" = 30'  
CHECKED: J.E.R.

SETH FAERBER

COTTRELL HILLS SUBDIVISION  
SCHEMATIC PLAT

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OF 2 SHEETS



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NOTES:  
 1. CONSTRUCT CULINARY WATER SYSTEM PER FARMINGTON CITY PUBLIC WORKS STANDARDS  
 2. CONSTRUCT SECONDARY WATER SYSTEM PER BENCHLAND WATER DISTRICT STANDARDS

**WC WASATCH CIVIL**  
 CONSULTING ENGINEERING  
 1710 DEPOT DRIVE, SUITE 100, HERRON, UT 84003  
 (801) 774-1111 WASATCHCIVIL.COM

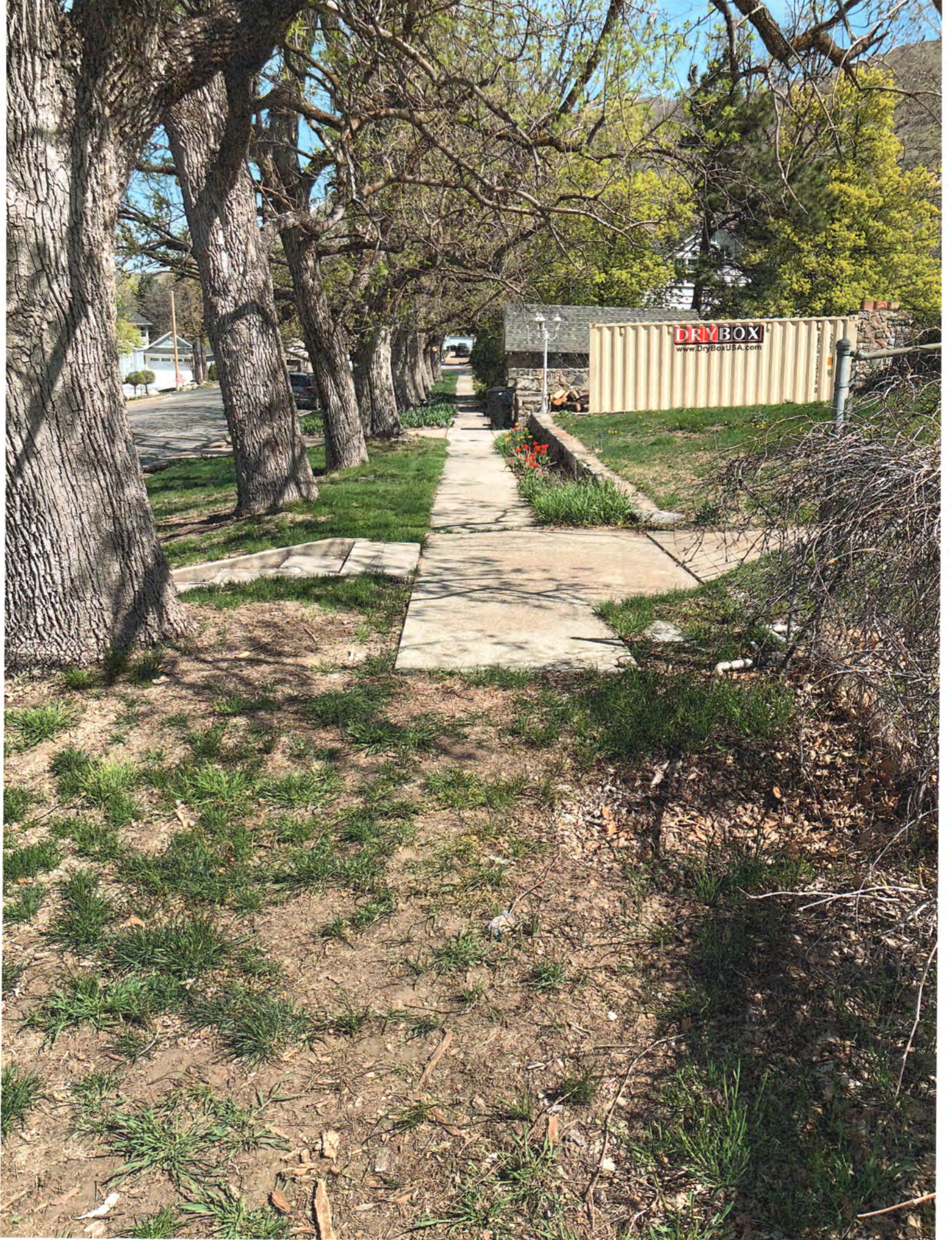
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SETH FAERBER

COTTRELL HILLS SUBDIVISION  
 SCHEMATIC PLAT  
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 OF 2 SHEETS

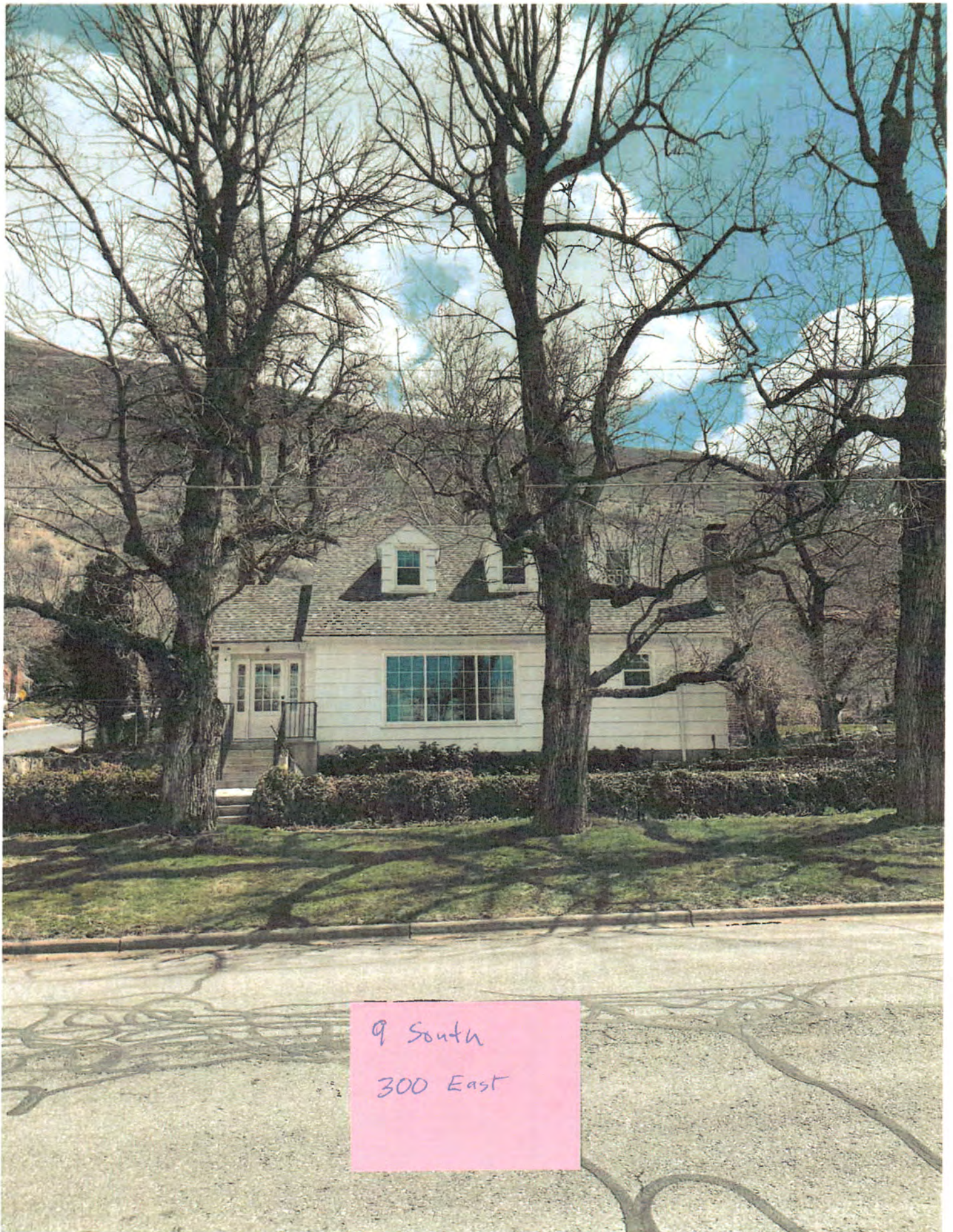






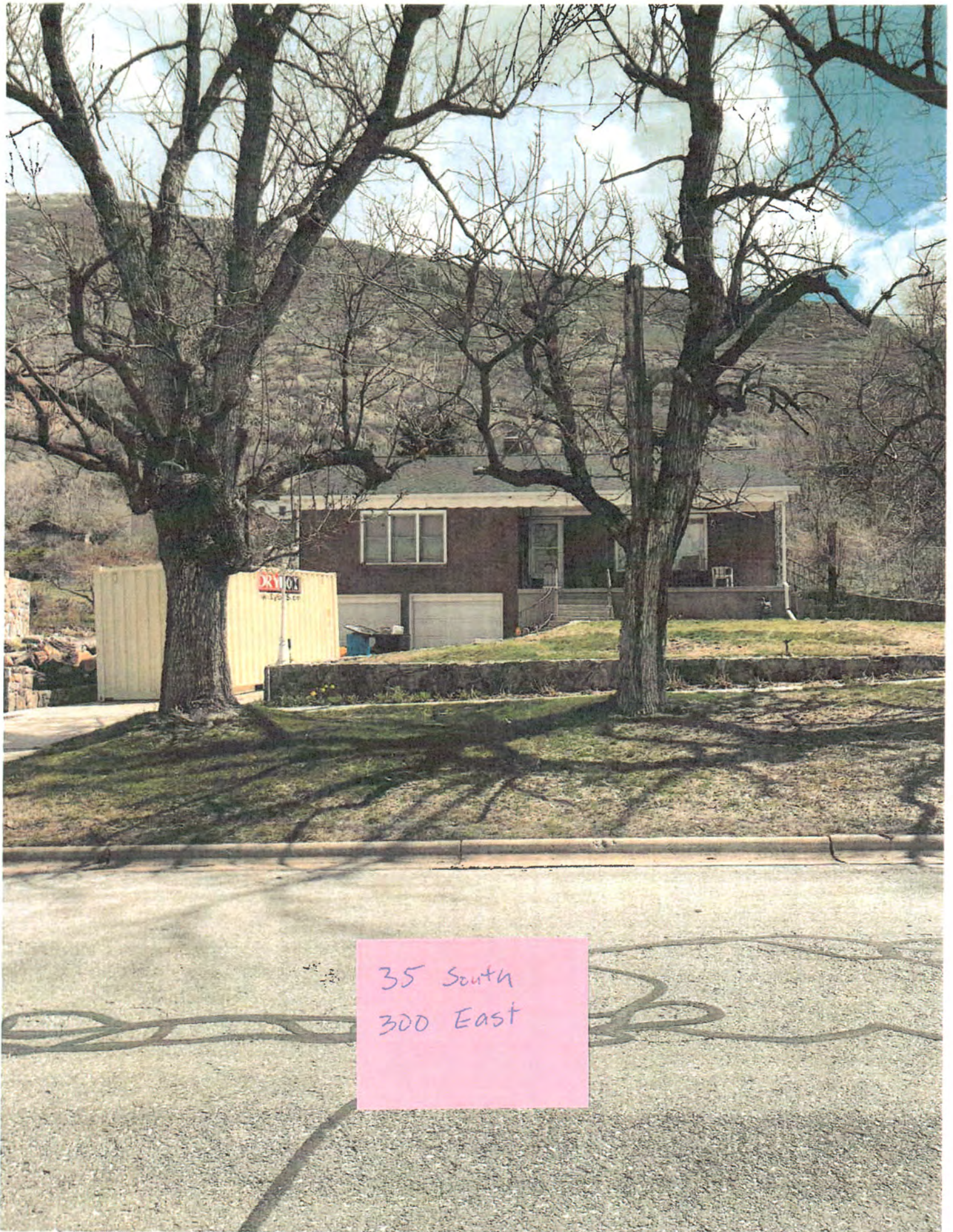






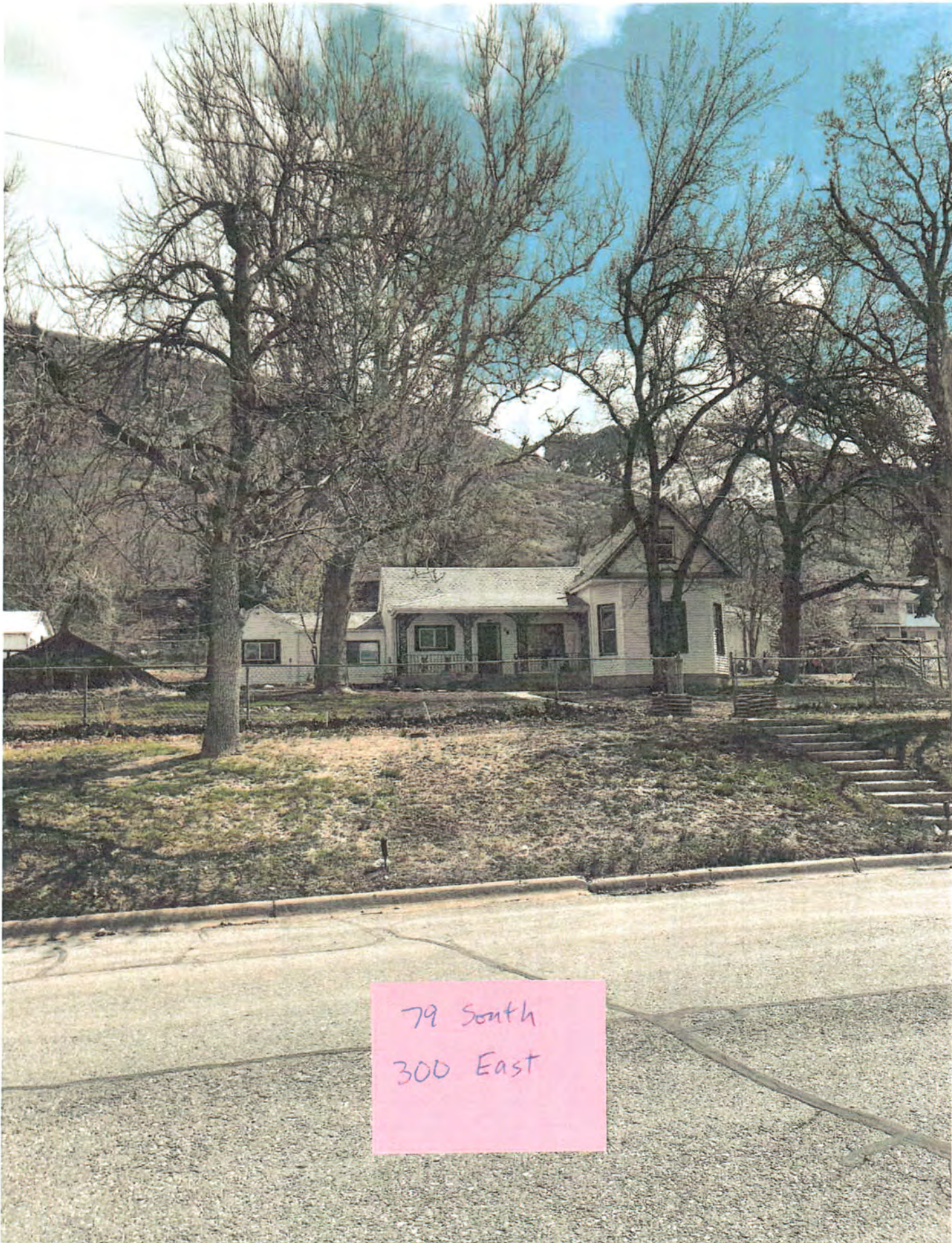
9 South  
300 East





35 South  
300 East





79 South  
300 East









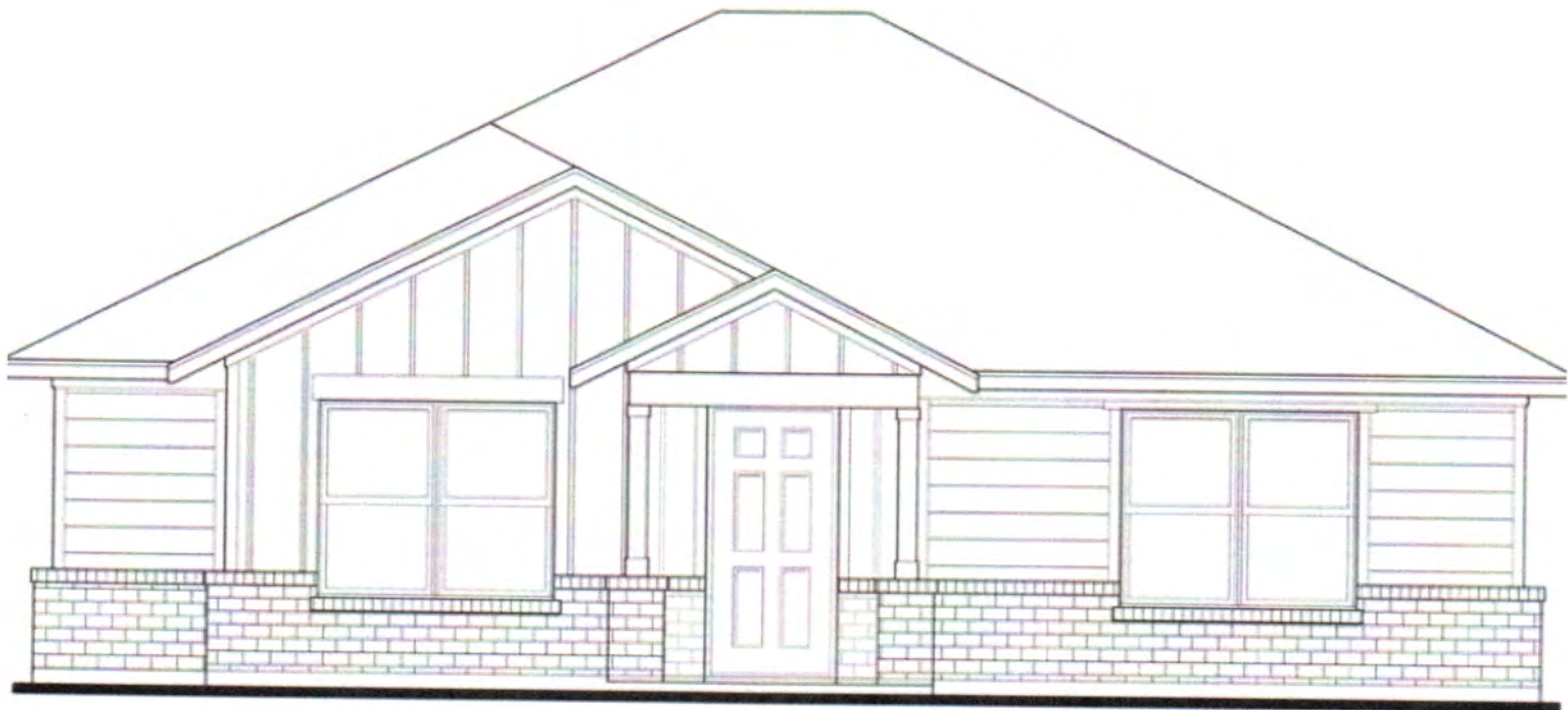






































**11-17-050: ACCESSORY BUILDINGS AND STRUCTURES (INCLUDING ATTACHED OR DETACHED GARAGES):**

D. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:

1. Under no circumstance shall any garage encroach into the front yard or any other yard, except side yards and the rear yard, of the building lot; (Ord. 2007-18, 3-6-2007)

2. Attached garages constructed even with the front setback line, or that are set back (or recessed) from the front setback less than a distance equal to half the depth of the main building shall comprise no more than thirty three percent (33%) of the front plane of the home on lots greater than eighty five feet (85') in width, and up to forty percent (40%) on lots less than eighty five feet (85') in width if for every percentage point over thirty three percent (33%) the garage is set back (or recessed) an additional one foot (1') behind the front plane of the home. (Ord. 2015-11, 3-17-2015)

3. All garages, unless otherwise provided herein, shall be considered as a permitted use.

4. Garages must be compatible and consistent with existing garages in the area. The placement of garages in the general vicinity and on adjoining properties with respect to setbacks and the position of existing garages in relation to the main buildings will be a consideration in determining site plan approval for new garages. Property owners may be asked to provide information regarding such during the building permit application review process. (Ord. 2007-18, 3-6-2007)





David Petersen <dpetersen@farmington.utah.gov>

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**FW: Farmington homes - Maintaining historic eligibility**

1 message

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**seth@fremontcompanies.com** <seth@fremontcompanies.com>  
To: dpetersen@farmington.utah.gov

Fri, Apr 28, 2023 at 5:51 PM

Dave,

Last email for today. Below is the forwarded response from the National Register of Historic Places that I received in response to my inquiry about the various changes that would make a home no longer eligible for the historic registry.

I'm not sure how the City would like to proceed in regards to this issue. How have they handled previous similar situations? Have there even been restrictions like this place on any other homes in other projects?

Thanks,



**Seth Faerber**

Fremont Investments LLC

**Mobile:** 801-390-8483

**Fax:** 801-547-1526

**Email:**  
[seth@fremontcompanies.com](mailto:seth@fremontcompanies.com)

PO Box 755 Kaysville UT 84037

**From:** Cory Jensen <coryjensen@utah.gov>  
**Sent:** Wednesday, April 26, 2023 3:41 PM



To: [seth@fremontcompanies.com](mailto:seth@fremontcompanies.com)  
Cc: Christopher Merritt <[cmerritt@utah.gov](mailto:cmerritt@utah.gov)>  
Subject: Re: Farmington homes - Maintaining historic eligibility

Hi Seth. I can answer your questions with regard to the National Register of Historic Places and their requirements. There are many ways that a property can suffer a loss of historical integrity and not be considered eligible anymore, depending on the building and setting. However, there are some general areas that can majorly alter the historical appearance of a building and will apply in the majority of cases. These are:

- Any large out-of-period additions, particularly those that are visible from the public right-of-way. Small additions not on the primary facade may be okay if they minor in massing compared to the house.
- Inversely, removal of a historic portion of a building depending on the prominence of that portion to the overall appearance.
- New cladding/siding that covers historic siding (e.g., vinyl siding over brick, stucco over wood siding, etc.). If the new siding VERY CLOSELY matches that of the original it may not render the building ineligible.
- New or enlarged or reduced window or door openings that impact the original fenestration and appearance of the historical facade
- A change in roofing materials typically will not impact the historic integrity of a building. However, if the building has a steeply pitched roof with high visual exposure, new roofing material may impact integrity (e.g., metal roofing on a house that originally had wood or asphalt shingle roofing, etc.).
- Construction of new buildings on the site of an eligible building in most cases will not impact the integrity of the setting unless it is so large that it intrudes on historical buildings and the massing dominates the site.

Again, these are regarding National Register eligibility. Any major alterations that change the historic appearance of a property can impact its eligibility for inclusion in the Register. As with all assessments of historical integrity, any actual impacts would need to be evaluated on a case-by-case basis. Farmington City may have its own landmarks assessment guidelines and should be consulted.

Let me know if you have any further questions.

Regards,

**Cory Jensen**

National Register Coordinator

Utah State Historic Preservation Office

[coryjensen@utah.gov](mailto:coryjensen@utah.gov)



**\*\*Registration for our annual Historic Preservation Conference on 06/09/23 is open now!\*\***

*Currently, I am working 100% remotely. Email is the best way to reach me.*

On Wed, Apr 26, 2023 at 12:58 PM <[seth@fremontcompanies.com](mailto:seth@fremontcompanies.com)> wrote:

Cory,



5/1/23, 4:17 PM

Farmington City Mail - FW: Farmington homes - Maintaining historic eligibility

Thank you for taking my call yesterday. It was a pleasure speaking with you. As per our conversation, I am putting in writing my request for better understanding of what types of changes to a home would cause it to no longer be eligible for the historic registry.

Farmington City is considering putting a restriction on the homes at [9 S 300 E Farmington UT](#) and [35 S 300 E Farmington](#) that would require current and future home owners to not make alterations to the home that would cause it to no longer be eligible for the historic registry.

With this in mind, I was hoping there was a basic list of those types of things that would cause a home to no longer be eligible. Primarily the city is concerned about exterior changes to the homes.

Please provide any information you can. I appreciate your help in this matter.

Thanks,



**Seth Faerber**

**Fremont Investments LLC**

**Mobile:** 801-390-8483

**Fax:** 801-547-1526

**Email:**  
[seth@fremontcompanies.com](mailto:seth@fremontcompanies.com)

PO Box 755 Kaysville UT 84037



CITY COUNCIL AGENDA

For Council Meeting:  
May 16, 2023

**PUBLIC HEARING:**            **Second Amendment to Conservation Easement for Hunters  
Creek Subdivision, Phase 1-3**

**AND**

**BUSINESS:**                **Property Acquisition and Easement Agreement – Hunters  
Creek Subdivision**

**GENERAL INFORMATION:**

See staff report prepared by David Petersen, Community Development Director





City Council Staff Report

To: Honorable Mayor and City Council

From: David Petersen, Community Development Director

Date: May 16, 2023

SUBJECT: **Second Amendment to Conservation Easement for Hunters Creek Subdivision, Phases 1 - 3**  
**And**  
**Property Acquisition and Easement Agreement--Hunters Creek Subdivision**

**RECOMMENDATION:**

**A. Conservation Easement Amendment (Public Hearing)**

Move that the City Council approve the enclosed "Second Amendment to Conservation Easement for Hunters Creek Subdivision, Phases 1 – 3".

Findings:

1. The motion will help enable the establishment of a critical link in the creation of continuous east/west mile long multi-use pedestrian and bicycle facilities connecting three north/south regional trails, and such east/west connections are few along the Wasatch Front.
2. The document will allow the City to provide an ascetically pleasing landscape buffer between existing homes in the Hunters Creek Subdivision and a future major collector street now under construction (950 North)
3. The trail will provide recreation opportunities for Farmington citizens and the region as a whole.
4. The Council's approval complies and is consistent with Farmington City conservation easement amendment policy.



## **BACKGROUND FOR MOTION A:**

As construction of the West Davis Corridor (WDC) and its 950 North interchange comes to fruition, UDOT will also complete a regional trail next to the east side of the WDC. UTA's D&RGW trail is located approximately 2/3 of mile to the east, and the future extension of the Legacy Trail, another regional facility, will be located another 1/3 mile to the east of that (three north to south regional trails within one mile of each other). To make the most of this rare geographic opportunity, the City is planning for an east/west trail and other pedestrian facilities along the 950 North alignment to connect all three regional trails together.

The Hunters Creek Subdivision is adjacent to the south side of 950 North, and as part of the east/west trail effort, City Staff have been working with the Hunters Creek HOA Board off and on over the last several months to establish a trail about a 1/3 of a mile in length on property owned by the HOA, which property is overlaid by a Conservation Easement (CE) in favor of the City. Trails are a permitted use under the language of the of the CE, but limited to "designated areas only as delineated in the Use Map set forth in Exhibit B" to the CE, which use map includes notes thereto.

Exhibit "B" to the CE does not designate a trail on the parcels next to 950 North, and the purpose of the proposed amendment to the CE is to modify Exhibit "B" to show this trail.

### **B. Property Acquisition and Easement Agreement—Hunters Creek Subdivision (NO Public Hearing)**

Move that the City Council approve the enclosed "Property Acquisition and Easement Agreement—Hunters Creek Subdivision" subject to the condition that the City as it installs landscaping on the property must follow its own waterwise landscaping ordinances.

#### Findings:

1. Same as findings in Motion A above; and
2. The agreement will ensure the long-term maintenance of the trail and landscaping now and in the future, while at the same time implementing sound water conservation practices.
3. The Property Acquisition and Easement Agreement is consistent with, and meets the purpose of, The Hunters Creek Conservation Easement and amendments No. 1 and No. 2 thereto.

## **BACKGROUND FOR MOTION B:**

If an amendment to the CE is approved as set forth above, it is proposed that the HOA convey ownership of Parcel O (40' X 1,133.66' (1.04 acres)) to the City adjacent to the south side of 950 North between Foxhunter Drive and Sharpshooter Drive in exchange for the City constructing a public trail the entire north to south length of the parcel, landscaping the property, and assuming all operation and maintenance responsibilities for the total site now and in the future.



The HOA owns Parcel A as well, and the northern edge of this parcel (481.61' in length), also adjacent to the south side of 950 North, is between Sharpshooter Drive and 1875 West. Plans show that only 3 to 4 feet of the trail will encroach into Parcel A and an easement is proposed to accommodate this encroachment instead of the acquisition of real property; moreover, as with Parcel O the City will still be responsible for the ongoing maintenance, but limited to the trail only.

**Supplementary Information**

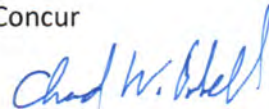
1. Vicinity Map
2. Letter from Hunters Creek HOA to the Mayor and City Council dated April 26, 2023
3. Second Amendment to Conservation Easement for Hunters Creek Subdivision, Phases 1 - 3
4. Property Acquisition and Easement Agreement—Hunters Creek Subdivision
5. Farmington City Conservation Easement Amendment Policy

Respectfully Submitted



David Petersen  
Community Development Director

Concur

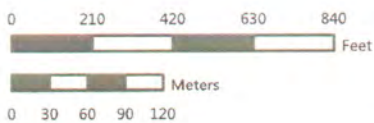


Chad Boshell  
Assistant City Manager





**VICINITY MAP**  
**Hunters Creek Cons. Easement**



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.





# Hunters Creek Homeowners Association

Farmington Utah

April 26, 2023

Farmington City Mayor and City Council  
160 S Main  
Farmington, Utah 84025

Dear Mayor Anderson:

The Hunter Creek Homeowners Association (HOA) owns property adjacent to the south side of 950 North (or Parcel "O" on the Hunter's Creek Subdivision No. 2 subdivision plat, Davis County Tax I.D. #08-400-0243). A Conservation Easement, owned by the City, exists on the parcel which limits its use to "Upland Natural Vegetation". Meanwhile, the Farmington City Trails Master Plan shows a proposed trail alignment across this parcel.

Accordingly, the HOA requests that the City consider amending its easement to show a trail and manicured landscaping on Parcel "O" to enable the parties to enter into an agreement to install/construct the trail and landscaping elements, ownership, easements (if necessary), and to set forth future related maintenance responsibilities for the improvements.

Thank you for your support and consideration of this request. We are grateful for Farmington City staff support and await the proposed amendment approval. If you need any more information, please let us know.

Hunters Creek Homeowners Association Board

Heidi Green  
Andrea Mathews  
Danny Gillette



**WHEN RECORDED, MAIL TO:**

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

Parcel Number(s): 08-353-0137, 08-053-0138, 08-400-0239, 08-400-0240, 08-400-0241,  
08-400-0242, 08-400-0243, 08-398-0355, 08-398-0356, 08-398-0357

**SECOND AMENDMENT TO CONSERVATION EASEMENT  
FOR HUNTERS CREEK SUBDIVISION, PHASES 1 - 3**

**THIS SECOND AMENDMENT TO CONSERVATION EASEMENT FOR HUNTERS CREEK SUBDIVISION, PHASES 1-3** (the "Second Amendment") is made and entered into as of the \_\_\_\_\_ day of May, 2023, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **HUNTERS CREEK HOMEOWNERS ASSOCIATION**, a Utah non-profit corporation, hereinafter referred to as "Homeowners Association."

**RECITALS:**

A. The City and Homeowners Association, as the original grantor, entered into that certain Conservation Easement dated January 7, 2010, and recorded at the Davis County Recorder's Office on January 11, 2010, as Entry No. 2504851, Book No. 4938, Pages 1432-1469 ("Conservation Easement"), preserving and protecting various parcels of property within the Hunters Creek Subdivision, Phases 1-3, and the City and Homeowners Association entered into the First Amendment to the Conservation Easement on March 21, 2017, as Entry No. 3021351, Book No. 6770, Pages 386-398, amending the Use Map designating and more particularly describing the permitted and conditional uses of the Property; and

B. The underlying property subject to the Conservation Easement is more particularly described in **Exhibit 201**, attached hereto and incorporated herein by this reference ("Property"); and

C. The Homeowners Association desires to amend Exhibit "B" of the Conservation Easement regarding the Use Map showing a trail on Parcel O and the northern part of Parcel A of the Property next to 950 North Street, and the notes related thereto; and

D. The City has reviewed the proposed amendments to the Conservation Easement in accordance with the City's Conservation Easement Amendment Policy ("Amendment Policy")



and has held a public hearing, including required notice of the same, in accordance with the Amendment Policy; and

E. The City has determined, in accordance with the Amendment Policy that the amendments are legally permissible, consistent with the purposes and intent of the Conservation Easement, and are warranted under the circumstances as more particularly set forth herein, and the City is willing to amend the Conservation Easement subject to and in accordance with the terms and conditions of this Second Amendment.

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

1. **Purpose.** The stated purpose of the Conservation Easement is to assure that the Property will be retained forever in its natural, scenic, agricultural and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. The stated conservation values of the Conservation Easement are: unique, sensitive, natural, scenic, aesthetic, open space, recreational, ecological, floodplain, upland and wetland.
2. **Amendment Policy and Procedures.** In compliance with the Amendment Policy, it is the City's intent and desire to uphold the terms and conditions of conservation easements it holds and to preserve and protect the conservation values of all property so encumbered. The City also recognizes the need to provide for amendments to such easements in limited circumstances as necessary. Pursuant to the terms and conditions of the Amendment Policy, the City Council held a public hearing on the proposed amendments providing the applicant, the public and any interested party the opportunity to comment on the proposed amendments. The City provided fourteen (14) days advance notice of such hearing by publishing notice thereof on the City's website and the State's public notice website.
3. **Findings.** The amendment to the Conservation Easement provided for herein designates an additional trail use on the Use Map, and notes related thereto. Pursuant to provisions and requirements of the Amendment Policy, the City Council hereby finds that such amendments to the Conservation Easement are minor or incidental changes which are not inconsistent with the conservation values or purposes of the Conservation Easement and/or provide clarification to aid in the interpretation of the document. The City Council further finds that the amendments are consistent with the overall purpose of the Conservation Easement and will not be detrimental to or compromise the protection of the stated conservation values of the Property; the amendments are substantially equivalent to or enhance the conservation values of the Property; the amendments are consistent with the City's goals for conservation of land under the Farmington City Conservation Subdivision Ordinance and will not undermine the City's obligation to preserve and enforce other conservation easements it has accepted; the amendments are the minimum change necessary to achieve the desired and acceptable purpose; the amendments are clearly warranted and in the best interest of the public and the subject Property;



the granting of the amendments will not set an unfavorable precedent for future amendment requests; the amendments do not adversely affect the City's qualification as a holder of conservation easements or any claimed deduction for donation of the conservation easement; and the amendment does not provide a private benefit for the landowner or any private party or parties.

4. **Amendment to Exhibit "B"**. Exhibit "B" of the Conservation Easement regarding the Use Map for the Property is hereby amended show a trail on Parcels O and A next to 950 North Street and Notes 3 and 7 are amended to read as set forth in **Exhibit 202**, attached hereto and incorporated herein by this reference.

5. **Full Force and Effect**. The terms of this Second Amendment are hereby incorporated as part of the Conservation Easement. All other terms and conditions of the Conservation Easement not modified by this Second Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this Second Amendment modify or conflict with any provisions of the Conservation Easement, the terms of this Second Amendment shall control.

6. **Binding Effect**. This Second Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

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

**"CITY"**

**FARMINGTON CITY**

**ATTEST:**

\_\_\_\_\_  
DeAnn Carlile, City Recorder

By: \_\_\_\_\_  
Mayor Brett Anderson

**"HOMEOWNERS ASSOCIATION"**

**FARMINGTON RANCHES  
HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**CITY ACKNOWLEDGMENT**

STATE OF UTAH            )  
  :ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me **BRETT ANDERSON**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Brett Anderson acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

**HOMEOWNER ASSOCIATION ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
  :ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that (s)he is the \_\_\_\_\_ of the **HUNTERS CREEK HOMEOWNERS ASSOCIATION**, a Utah non-profit corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public



## **EXHIBIT “201”**

### **LEGAL DESCRIPTION OF EASEMENT AREA**

All of Parcels A and B as shown on the official plat map of the Hunters Creek Subdivision, Phase 1, located in Farmington City, Davis County, State of Utah, as recorded in the Office of the Davis County Recorder, State of Utah.

All of parcels K, L, M, N and O on the official plat map of the Hunters Creek Subdivision, Phase 2, located in Farmington City, Davis County, State of Utah, as recorded in the Office of the Davis County Recorder, State of Utah.

All of parcels H, I and J on the official plat map of the Hunters Creek Subdivision, Phase 3, located in Farmington City, Davis County, State of Utah, as recorded in the Office of the Davis County Recorder, State of Utah.







**EXHIBIT “202”  
(Continued)**

**Note 3:**

The existing manicured landscaping is an allowed use along 950 North and along Sharpshooter Drive in locations indicated on the Use Map; provided: (1) a barrier acceptable to the City is maintained between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City is provided to delineate the natural vegetation areas and the manicured lawn areas. The existing slope and topography in this area is deemed to be a sufficient barrier acceptable to the City. The manicured landscaping along 950 North shall not exceed forty-five feet (45’) in width behind the sidewalk. An optional trail may be approved in designated locations as shown on the Use Map. Asphalt and concrete are acceptable material for the trail. The final location shall be approved by Farmington City.

**Note 7:**

Upland vegetation and manicured landscaping is allowed in this area as a permitted use; provided: (1) a barrier acceptable to the City is provided between the natural vegetation areas and the manicured lawn areas; and (2) some type of boundary line designation acceptable to the City is provided to delineate the Conservation Easement Area from adjacent private property and/or natural vegetation areas. Lawn and/or seed type shall be approved by Farmington City. Any areas left as uplands shall be properly maintained in its natural state and, if the land has been disturbed, reclaimed to its natural state and maintained in accordance with terms and conditions of the Conservation Easement and Maintenance Plan. An optional trail may be approved in designated locations as shown on the Use Map. Asphalt and concrete are acceptable material for the trail. The final location shall be approved by Farmington City.



**PROPERTY ACQUISITION AND EASEMENT AGREEMENT  
HUNTERS CREEK SUBDIVISION**

THIS PROPERTY ACQUISITION AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and the **HUNTERS CREEK HOMEOWNERS ASSOCIATION**, a Utah non-profit corporation, hereinafter referred to as the "HOA").

**RECITALS:**

A. HOA has an ownership interest in approximately 1.04 acres of property located within the City, which property is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Property").

B. The Property is encumbered by a conservation easement and must remain as open space in perpetuity. The fee title owner, the HOA, is responsible for the maintenance of the Property, a portion of which is now unimproved.

C. HOA also owns Parcel A/Common Area, which abuts 950 North and is East of Sharpshooter Drive. The City requires an easement to install trail landscaping, which easement area is more particularly described in **Exhibit B** attached hereto and by this reference made a part hereof (the "Easement").

D. In exchange for ownership of the Property and conveyance of the Easement, the City desires to develop a trail and landscape the Property and Easement as generally set forth in **Exhibit C** which is attached hereto and by this reference made a part hereof (the "Improvements"), and to assume the maintenance and ongoing upkeep of the Improvements and Property.

E. The acquisition of the Property and Easement by the City, together with the Improvements (the "Project"), is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

**AGREEMENT**

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



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

2. Property & Easement Acquisition.

a. HOA's Obligation for Property. As an integral part of the consideration for this Agreement, HOA agrees to voluntarily convey to the City the Property by special warranty deed, free and clear of all liens or encumbrances, except permitted liens or encumbrances as agreed to by the parties including a conservation easement in a form acceptable to the City, at no cost to the City, except the considerations as otherwise provided for by the terms of this Agreement. HOA shall execute and deliver a special warranty deed to \_\_\_\_\_ Title Company as provided in Section 3(c) below within thirty (30) days of the execution of this Agreement by both parties.

b. HOA's Obligation for Easement. As an integral part of the consideration for this Agreement, HOA agrees to voluntarily convey to the City the Easement, at no cost to the City, except the considerations as otherwise provided for by the terms of this Agreement. HOA shall execute and deliver the easement to \_\_\_\_\_ Title Company as provided in Section 3(c) below within thirty (30) days of the execution of this Agreement by both parties.

c. City's Obligations. As an integral part of the consideration for this Agreement the City agrees to construct the Improvements related to the Project and to be responsible for the immediate and long-term maintenance thereof.

d. Title Reports and Closing Costs. Applicable title reports or insurance, as deemed necessary in the sole discretion of the City, will be obtained by the City and all costs associated with such reports, insurance and closing costs shall be borne by the City.

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

To City: Farmington City  
Attn: Brigham Mellor, City Manager  
160 South Main Street  
Farmington, Utah 84025

To HOA:



2. Default. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- c. The right to draw upon any security posted or provided in connection with the Project, as long as said right is exercised consistent with the remaining provisions of this Agreement and is preceded by a written notice of intent to draw upon security delivered to the defaulting party not less than ten (10) days prior to the actual exercise of the right to draw upon security.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

3. Attorney's Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

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

5. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

6. Non-Liability of City Officials, Employees and Others. No officer, representative, agent, or employee of the City shall be personally liable to the HOA, or any successor-in-interest or assignee of the HOA in the event of any default or breach by the City or for any amount which may become due HOA, or its successors or assigns, for any obligation arising



under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

7. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

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

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

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

12. Amendment. This Agreement may be amended only in writing signed by the parties hereto.

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

(signatures appear on next page)



**"CITY"**  
FARMINGTON CITY

Attest:

By \_\_\_\_\_  
Brett Anderson, Mayor

\_\_\_\_\_  
DeAnn Carlile, City Recorder

Approved as to Form:

/s/ Paul H. Roberts  
City Attorney

CITY ACKNOWLEDGMENT

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

On the \_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me Brett Anderson, who being duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Brett Anderson acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public



**"HOA"**

HUNTERS CREEK HOME OWNERS ASSOCIATION

By \_\_\_\_\_

Its \_\_\_\_\_

HOA ACKNOWLEDGMENT

STATE OF UTAH     )  
                                      : ss.  
COUNTY OF DAVIS    )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Hunters Creek Home Owners Association, a \_\_\_\_\_, known to me to be the person(s) who executed the Agreement herein in behalf of said HOA and acknowledged to me that he/she executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public



**FARMINGTON CITY  
CONSERVATION EASEMENT AMENDMENT POLICY**

**1. Farmington City Conservation Easements.**

Farmington City is a governmental entity and a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire conservation easements under the terms of the Land Conservation Easement Act, as set forth in *Utah Code Ann.* §§ 57-18-1, *et seq.*, as amended. Farmington City has enacted Conservation Subdivision Ordinances, as more particularly set forth in Title 11, Chapter 12, of the Farmington City Municipal Code, providing for the development of subdivisions with incentives to preserve and provide for the conservation of open space and other sensitive and valued land within the City. Farmington City has acquired a number of conservation easements over and across various open space and conservation lands within the City and intends to acquire and provide for future conservation easements preserving and protecting open space and conservation lands within the City. Farmington City holds such conservation easements for the benefit of current and future generations and has the obligation to uphold such conservation easements in perpetuity for the purposes set forth therein.

**2. Amending Conservation Easements in General.**

Conservation easements are generally intended to provide for the permanent and perpetual protection and preservation of the encumbered property. By their terms, conservation easements are not generally permitted to be terminated or altered. It is very important to land conservation efforts to provide for and honor the permanence of conservation easement restrictions. If they are not treated as essentially unchangeable, landowners may be less willing to entrust the protection of their property to land trusts and/or to encumber their property with conservation easements. However, it has also been noted that it is unrealistic to expect that conservation easements must or should always preclude amendment. There are too many unknowns at the time of creation of a conservation easement, and it is often not possible to foresee and record for all time the best and sole use of property. As such, some jurisdictions have recognized that amendments to conservation easements may be necessary on occasion and under reasonable circumstances.

**3. Farmington City Amendment Policy.**

It is Farmington City's intent and desire to uphold the terms and conditions of conservation easements it holds and to preserve and protect the conservation values of all property so encumbered. Farmington City also recognizes the need to provide for amendments to such easements in limited circumstances as necessary. Any and all amendments to conservation easements held by Farmington City must be approached with great care and shall be approved only in limited circumstances in accordance with and subject to the amendment policies and procedures more particularly set forth herein.



**4. Amendment Application.**

Any person or entity that is the legal property owner of record of property encumbered by a conservation easement held by Farmington City desiring to amend the provisions of such conservation easement shall be required to file a written application for amendment with the City. All applications for amendment shall be signed by the property owner(s) of record, or his/her/its authorized agent, and filed with the Community Development Director. All applications for amendment shall include the following:

- a. A written description of the proposed conservation easement amendment, including suggested language for any text amendments;
- b. A statement of the grounds and reasons for the proposed amendments and sufficient evidence in support of the same, including discussion of the compliance of the amendment with the qualifications and criteria set forth in this Policy;
- c. All maps and/or documents applicable to the proposed amendment;
- d. The names and addresses of all property owner(s) of record for the subject property encumbered by the conservation easement; and
- e. The fee required for conservation easement amendments as set forth in the City's Consolidated Fee Schedule.

**5. Application Fee and Costs.**

Unless specifically waived by the City, the application fee for a conservation easement amendment application shall be as set forth in the City's Consolidated Fee Schedule. The applicant shall also pay any staff, legal, and engineering fees incurred by the City in response to an application request. A "Professional Services Deposit" in an amount as set forth in the City's Consolidated Fee Schedule shall be collected at the time of application to cover these costs. Any unused deposit will be refunded to the applicant, and applicant will be responsible for any costs incurred above the amount collected for the Professional Services Deposit. Such fees shall be paid whether the application is approved or not. In addition, the City may condition approval of the amendment upon payment to a Conservation Easement Enforcement and Monitoring Fund of an amount sufficient to offset any increased monitoring or enforcement obligations of the City.

**6. Application Review and Approval.**

- a. **Community Development Director Recommendation.** The Community Development Director, or his or her designee, shall review any application for amendment to a conservation easement. Such review shall include, at a minimum, a site visit to the subject property and a review of the original records of approval for the easement, including the stated conservation values of the subject easement. The Community Development Director shall prepare a written report of recommendation



regarding the proposed conservation easement amendment to the City Council for their review and consideration in accordance with the procedures set forth herein. The Community Development Director may request any further information, data or evidence deemed necessary from the applicant. Upon completion of his or her review, the Community Development Director shall forward his or her report of recommendation to the City Council.

b. Notice and Public Hearing. The City Council shall provide at least fourteen (14) days advance notice of a public hearing to be held in consideration of the proposed conservation easement amendment. Such notice shall be provided by publishing in a daily newspaper of general circulation in the City. After proper notice, the City Council shall hold a public hearing on the proposed conservation easement amendment. In addition to the public hearing, the applicant shall be provided an opportunity to address the City Council regarding the amendment and to respond to any issues or comments made regarding the proposed amendment during public comment or raised by the City Council.

c. City Council Review and Approval. The City Council shall review the application and record provided for the proposed amendment and shall consider relevant public comment regarding the same. The City Council shall further review and determine whether the proposed amendment meets the qualification and criteria set forth in this Policy. The City Council may thereafter approve or deny, in whole or in part, the application for amendment.

d. Executed Recording. Most conservation easements, by their terms, require approval of the amendment by both the Grantor and the Grantee, or their authorized successors and assigns. Any amendments to a conservation easement permitted hereunder shall be in writing, signed by the required parties of interest, and recorded in the Davis County Recorder's Office.

e. Easement Terms. In the event the terms of the subject conservation easement provide for greater noticing or procedural requirements for any amendment, such noticing and procedural requirements shall govern. The procedures and noticing provisions set forth herein are intended to be a minimum.

## **7. Conditions for Qualification.**

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only under one or more of the following conditions:

a. The amendment represents a minor or incidental change which is not inconsistent with the conservation values or purposes delineated in the easement.



b. The amendment corrects an error or oversight in the original conservation easement, including, but not limited to: correction of legal descriptions; inclusion of standard language unintentionally omitted; clarification of ambiguous language; clarification of obsolete terms; or clarification to aid in interpretation of the document in the future.

c. The amendment addresses or responds to any condemnation or threat of condemnation of a portion or all of property encumbered by a conservation easement, and preserves, to the greatest extent possible, the conservation values and intent of the original easement.

## **8. Mandatory Criteria.**

Any request for amendment to a conservation easement will be reviewed by the City Council according to the procedures set forth in this Policy and will be approved only if all of the following criteria can be met:

a. The amendment is consistent with the overall purposes of the conservation easement and will not be detrimental to or compromise the protection of the stated conservation values of the property.

b. The amendment is substantially equivalent to or enhances the conservation values of the property, adds adjacent land, or achieves greater conservation of the property.

c. The amendment is consistent with the City's goals for conservation of land under applicable City Ordinances and will not undermine the City's obligation to preserve and enforce conservation easements it has accepted.

d. The amendment is the minimum change necessary to achieve the desired and acceptable purpose.

e. The amendment is clearly warranted and in the best interest of public and subject property.

f. Granting of the amendment will not set an unfavorable precedent for future amendment requests.

g. The amendment does not adversely affect the City's qualification as holder of conservation easements.

h. The amendment does not provide a private benefit to the landowner or any private party.



CITY COUNCIL AGENDA

For Council Meeting:  
May 16, 2023

**BUSINESS:**                    **Agreement for Police Services at Lagoon Park**

**GENERAL INFORMATION:**

See staff report prepared by Paul Roberts, City Attorney





# FARMINGTON CITY

BRETT ANDERSON  
MAYOR

ROGER CHILD  
SCOTT ISAACSON  
MELISSA LAYTON  
ALEX LEEMAN  
AMY SHUMWAY  
CITY COUNCIL  
BRIGHAM MELLOR  
CITY MANAGER

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Paul Roberts  
**Date:** May 16, 2023  
**Subject:** Agreement for Police Services at Lagoon Park

### RECOMMENDATION(S)

Authorize execution of the Sixth Amendment to the Agreement governing police services at Lagoon Park.

Motion Language: "I move that the Council authorize the execution of the Sixth Amendment to the Agreement between Farmington City and Lagoon Corporation related to police services."

### BACKGROUND

Since 1992, the City has maintained an agreement with Lagoon that assigns police officers within the park during its open hours. The City utilizes our own officers and those from outside agencies to aid with policing within the park. Officers working Lagoon shifts do so voluntarily, and are dedicated to policing within the park; they do not respond to non-Lagoon calls.

Staff has negotiated with Lagoon to ensure that the City's actual costs are better covered by the compensation provided by Lagoon for the dedicated police officers. As these are overtime shifts, the cost to Lagoon for these dedicated officers is 1.7 times the officer's hourly wage. Officers have access to certain fringe benefits at Lagoon as an additional incentive to participate.

Lagoon representatives have reviewed the amended agreement and have no objections to it. We will try out this iteration of the agreement for this season, and then consider whether additional adjustments are needed; the contract is set to end after this year, unless extended by the parties.

Respectfully submitted,

Paul Roberts  
City Attorney

Review and concur,

Chad Boshell  
Assistant City Manager



## SIXTH AMENDMENT TO AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "CITY" and **LAGOON CORPORATION, INC.**, a Utah corporation, hereinafter referred to as "LAGOON".

### **RECITALS:**

**WHEREAS**, due to the nature of LAGOON's business as an amusement park, LAGOON desires to have police services and a visible police presence in order to preserve the peace and to maintain the safety and order of patrons while on LAGOON's premises; and

**WHEREAS**, LAGOON has requested the CITY to provide police services to LAGOON and the CITY is willing to provide such services in accordance with the terms and conditions of this 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. **LAGOON's Security Personnel.** Supervision of LAGOON's security personnel shall be the sole responsibility of LAGOON. The CITY shall have no responsibility for LAGOON's security personnel.
2. **Police Services.** The CITY agrees to provide police services to LAGOON by providing and assigning peace officers employed by the CITY ("Officers") to patrol on the property owned by LAGOON. Officers shall be under the control and supervision of the CITY and may be full-time or auxiliary Officers. All work assignments shall be made by the CITY after consultation and in cooperation with representatives of LAGOON. The Officers are intended to provide for LAGOON a visible police presence and will be called to handle or assist with the arrest of criminal activity, if any, within the LAGOON facility. Officers on duty at LAGOON shall not respond to non-LAGOON calls or situations outside the LAGOON facility while on duty except as directed by police department command staff. It is anticipated that one to three Officers are desired to be on duty each day during LAGOON's operating hours. No police service under the terms and conditions of this Agreement shall be provided by the CITY to LAGOON during non-operating hours when LAGOON is closed to the public. The CITY shall hire, train, supervise, discipline, and take other personnel-related actions pertaining to the Officers assigned duty at LAGOON by the CITY. Officers shall perform their work under the direction and control of the CITY in cooperation with LAGOON's management. LAGOON desires a minimum of one (1) Officer to be on LAGOON premises each day from park opening to park closing. It is further understood that closing shall be subject to weather conditions, lack of patrons, etc.



LAGOON shall give reasonable advance notice to the CITY when Officers are requested to be on duty at LAGOON. The CITY does not guarantee that it will have sufficient officers to fill requested shifts at LAGOON, and a CITY representative will provide reasonable notice to LAGOON when that is the case.

3. **Payment for Services.** In consideration of the services to be provided to LAGOON by the CITY, LAGOON hereby agrees to compensate the CITY at the rate of the Officer's hourly wage multiplied by 1.7 for each Officer assigned by the CITY to detail at LAGOON. It is understood that the foregoing rate is all-inclusive of the CITY's expenses in providing such services and that LAGOON shall not be obligated to pay additional sums for employee benefits, insurance, FICA, costs of travel and transportation, administrative charges, uniform allowances, equipment, processing fees, or other sums. Each month, the CITY shall provide to LAGOON a written invoice for services rendered and LAGOON shall pay such invoice in full within ten (10) days after receipt thereof. The invoices shall specify the date, name, hours worked, and rate for each Officer. If this Agreement is extended, LAGOON's Director of Safety & Security and the CITY or its representative shall meet annually to review the work, relationship, and other relevant matters pertaining to LAGOON and the CITY for the services required under this Agreement. The meeting should be held on or before March 1<sup>st</sup> of each year.
4. **In-Kind Fringe Benefits to Officers.** LAGOON agrees to provide the following in-kind fringe benefits to Officers working requested shifts at LAGOON:
  - a. Five Lagoon Day passes for every fifty (50) hours worked;
  - b. Discounted tickets at the same cost as that charged to LAGOON employees for attendance in the park on Family Day;
  - c. Free individual entrance into the park on days off; and
  - d. Discounted meals in LAGOON's employee kitchen. Officers shall pay with cash or credit cards at the end of each month for any discounted meals purchased during that month.

LAGOON agrees to provide a report to the CITY of the fringe benefits actually provided to the Officers, including the value of the benefit provided, in order to allow the CITY to account for those fringe benefits for taxation purposes. If an Officer does not accept the fringe benefit, then LAGOON may not report its provision to that Officer. It is not anticipated that discounted meals provide any taxable fringe benefit to the Officers.

5. **Cooperation.** LAGOON and the CITY hereby agree that LAGOON's and the CITY's representatives, agents, Officers, and security personnel shall in good faith fully cooperate with each other in the performance of this Agreement.



6. **Training.** The CITY shall provide and be solely responsible for training of the CITY's Officers. All Officers assigned to LAGOON detail shall have been trained by the CITY. LAGOON shall provide and be solely responsible for the training of LAGOON's security personnel. LAGOON shall provide limited training for the CITY's Officers in LAGOON's policies, procedures, guest service, and other relevant operational matters to assist them in the performance of their duties. Coordination meetings with the CITY's Officers and LAGOON's security personnel will be held from time-to-time to promote communication and coordinate the activities of the respective Officers and security personnel. An initial coordination meeting shall be held before LAGOON opens for the season.
7. **Termination.** This Agreement may be terminated by either party by giving sixty (60) days advance written notice to the other party of such termination.
8. **Term & Extension.** The term of this Agreement shall end on December 31, 2023. The Parties may extend the Agreement by mutual, written consent.
9. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements, promises, inducements, representations, or warranties pertaining to the same which are not contained herein shall be of any force or effect.
10. **Assignment.** This Agreement may not be assigned by LAGOON without the prior written consent of the CITY being first obtained.
11. **Headings.** The headings preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
12. **Amendments.** This Agreement shall not be modified or amended except in writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, agents, employees, representatives, successors-in-interest and assigns.

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

(signatures appear on next page)



**“CITY”**

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**“LAGOON”**

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_



## CITY COUNCIL AGENDA

For Council Meeting:  
May 16, 2023

### **SUMMARY ACTION:**

1. All West Fiber Hut easement for Dominion Energy Easement
2. Public Works Surplus Property
3. Legacy Event Center Waterline Maintenance Agreement
4. Kirkham Corner Improvements Agreement
5. UPDATED Polling Location and Vote Centers
6. Minutes Approval for May 2, 2023
7. CDBG - Resolution and Interlocal Agreement with Davis County





# FARMINGTON CITY

BRETT ANDERSON  
MAYOR

ROGER CHILD  
SCOTT ISAACSON  
MELISSA LAYTON  
ALEX LEEMAN  
AMY SHUMWAY  
CITY COUNCIL

BRIGHAM MELLOR  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Chad Boshell, City Engineer  
Date: May 16, 2023  
SUBJECT: **ALL WEST FIBER HUT DOMINION ENERGY EASEMENT**

### RECOMMENDATION

Approve the easement for Dominion Energy to provide gas services to the All West fiber hut at the Public Works location.

### BACKGROUND

The City has previously approved a lease agreement with All West to install a fiber hut at the Public Works. Dominion Energy will need an easement through City property to supply power to the new facility. Attached is the easement agreement. City staff has reviewed the easement and recommend that the City Council approve it.

### SUPPLEMENTAL INFORMATION

1. Dominion Easement

Respectively Submitted

Chad Boshell, P.E.  
Assistant City Manager

Reviewed and Concur

Brigham Mellor  
City Manager



WHEN RECORDED, MAIL TO:  
All West Communications  
50 West 100 North  
Kamas, Utah 84036

# Utility Easement

Davis County

Farmington City, a municipality of the County of Davis, State of Utah, Grantor, hereby GRANTS AND CONVEYS to All West Communications and Dominion Energy Inc., Grantees, for the sum of Ten (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Davis County, State of Utah, to-wit:

An easement to facilitate the construction and maintenance of a gas line lying within the Farmington City property known as Parcel No. 08-075-0059, located in the Southeast Quarter of the Northwest Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the south line of said Farmington City property, also being the north line of a Farmington City right of way, which point lies North 00°19'39" West along the Quarter Section Line 748.70 feet and South 89°40'21" West 412.52 feet from a found brass cap monument marking the Center of said Section 24; and running thence along said south property line North 89°38'08" West 15.00 feet; thence North 00°00'00" West 31.48 feet to an existing fence line; thence along said fence line North 89°36'50" East 15.00 feet; thence South 00°00'00" West 31.68 feet to the Point of Beginning.

Contains 474 Square Feet, more or less.

WITNESS, the hand of the GRANTOR, this \_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF	)	<u>Farmington City</u>
	) ss.	
COUNTY OF	)	_____
		Signature
		_____
		Representative

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Farmington City and that said document was signed by him/her on behalf of said Farmington City by Authority of \_\_\_\_\_, and acknowledged to me that said company executed the same.

\_\_\_\_\_  
Notary Public







## City Council Staff Report

To: Honorable Mayor and City Council  
From: Larry Famuliner, Public Works Director  
Date: May 10, 2023

**SUBJECT: SURPLUS PROPERTY**

### RECOMMENDATION:

Request that the City Council declare the following items as surplus and allow us to sell them.

### BACKGROUND:

Diamond Plate Truck Tool boxes – Set of 3  
Diamond Plate Truck Toolbox  
Tool Boxes – Set of 2

Tractor Aerator

Utility Trailer           VIN UTT 25338

Truck Pipe Rack

Galvanized Corrugated Pipe

3 – 20' X 30"  
2 – 15'6" X 30"  
1 – 8'10" X 30"  
2 – 32" X 30"  
8 – 54" X 30"  
1 – 38" X 30"

Reinforced Concrete Pipe

6 – 8' X 12"  
2 – 8' X 15"  
9 – 8' X 18"  
8 – 8' X 24"  
2 – 8' X 36"

Shotcoat Iron Pipe

1 – 17' X 30"

6 – 18' X 30"

1 – 11'6" X 30"

1 – 4'6" X 30"

7 – 18' X 12"

3 – 18' X 8"

1 – 15'6" X 8"

1 – 14' X 8"

1 – 10' X 8"

8 – 18' X 6"

1 – 12' X 6"

1 – 8' X 6"

2 – 18' X 3"

Steel Pipe

1 – 10' X 8"

Misc.

1 – 5' X 5' X 8" Concrete lid with 30" hole

1 – 3' X 3' X 2' Concrete Box Section with insert for 28" X 28" grate

Used Chain link fencing

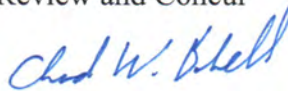
We recommend that these items be sold. These items will go to TNT Auction at 2353 N. Redwood Road, Salt Lake City.

Respectfully Submitted,



Larry Famuliner  
Public Works Director

Review and Concur



Chad Boshell  
Assistant City Manager





City Council Staff Report

To: Honorable Mayor and City Council  
From: Lyle Gibson, Assistant Community Development Director  
Date: May 16, 2023  
SUBJECT: **LEGACY EVENT CENTER WATERLINE MAINTENANCE AGREEMENT**

**RECOMMENDATION**

1. Move that the City Council approve the enclosed Waterline Maintenance Agreement between Farmington City and Davis County.

Finding:

The agreement ensures the county will install lines and hydrants that are to be privately owned and maintained in order to service the Legacy Event Center property at 1100 West Clark Lane.

**BACKGROUND**

Davis County is looking to begin construction soon on a large renovation and addition to the Legacy Event Center which has been recently approved by the City Council and Planning Commission. Plans for the facility include culinary water lines and hydrants which are to be privately owned and maintained.

The included agreement is to ensure that the County understands their responsibility while ensuring the City is able to access the hydrants and inspect them as needed.

**Supplementary Information**

1. Waterline Maintenance Agreement

Respectively Submitted

Review and Concur

Lyle Gibson  
Assistant Community Development Director

Chad Boshell  
Assistant City Manager

## WATER SYSTEM CONNECTION AGREEMENT

**THIS WATER SYSTEM CONNECTION AGREEMENT** (this "Agreement") is made effective this 25<sup>th</sup> day of April, 2023 (the "Effective Date") by **FARMINGTON CITY**, a Utah municipality, (the "City"), and by **DAVIS COUNTY**, a Utah legal and political subdivision ("the County").

### RECITALS

- A. The County has applied for and has received approvals for the development of commercial project (the "Project") located within the City consisting of a new event center building.
- B. The Project will be served by a private water system which will connect to the main water line owned and operated by the City in 1100 West street.
- C. Within the private system, the County will install lines and hydrants which will be privately owned and maintained.
- D. The City, as a condition of connection to the main line, will require the conveyance of easements to the City for the City to conduct perpetual inspections of the hydrants and other elements of the water system to assure adequate fire protection for the Project.
- E. The parties desire to commit their understandings regarding the installation of the private water system to writing.

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

- 1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.
- 2. Installation of Water System. From the point of connection to the City's water main, and extending into the Project, the County's installed water system shall be privately owned, operated and maintained and the City shall have no obligation for perpetual maintenance of the system. The County hereby agrees to construct, install and maintain the system to those minimum specifications required by the City to assure that water service to the residents in the project is safe and adequate.
- 3. Fire Hydrants. The Project will require the installation of fire hydrants on private property within the Project. The County hereby agrees to install the hydrants to the City's minimum specifications with adequate water connection and pressure to provide fire protection for the Project. In addition, the County hereby agrees to convey to the City an easement to permit the City to periodically inspect and test the fire hydrants to assure that fire protection is adequate for the Project. The easement shall be in a form approved by the City, such approval not to be unreasonably withheld.
- 4. Entire Agreement. This Agreement between the parties hereto contains the entire understanding and agreement of the parties with respect to the subject matter herein contained and




no prior or contemporaneous agreements, promises, representations, or understandings which are not contained herein with respect thereto shall be of any force or effect.

5. Successors and Assigns. This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, officers, agents, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the 25<sup>th</sup> day of April, 2023.

“COUNTY”

DAVIS COUNTY

By:   
Lorene Miner Kamalu, Chairwoman  
Board of Davis County Commissioners

ATTEST:

  
Brian McKenzie  
Davis County Clerk

“CITY”

FARMINGTON CITY

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

**BUSINESS MEETING  
CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** DeAnn Carlile, City Recorder  
**Date:** May 11, 2023  
**Subject:** UPDATED Polling Location and Vote Centers

**SUMMARY**

The City Council gave approval on May 2, 2023 for the Polling Location and Vote Centers list provided by the Davis County Elections office. The County has added locations that were left off the original list.

**RECOMMENDATION**

Staff recommends that the City Council approve the resolution, thereby approving the polling location and vote centers for the upcoming Municipal Election.

Respectfully submitted,



DeAnn Carlile  
City Recorder

Review and concur,



Chad Boshell  
Assistant City Manager





# County Clerk

Davis County Administration Building - P.O. Box 618 - Farmington Utah 84025  
Telephone: (801) 451-3213 – Fax: (801) 451-3421

**Brian McKenzie, CERA**  
Clerk

## Approval of 2023 Polling Location and Vote Centers

In accordance with 20A-5-403 the following has been designated a polling place for the 2023 Municipal Primary and General Elections for Farmington City and is established as a common polling place for all voting precincts within this city in accordance with 20A-5-303.

### Farmington Community Center 120 South Main, Farmington

In addition, and in accordance with 20A-3a-703, the following are designated as Election Day voting centers, so long as the cities in which these buildings are located, are required to hold an election.

Bountiful Library	725 South Main Street, Bountiful
Centerville Library	45 South 400 West, Centerville
Clearfield Library	1 North Main Street, Clearfield
Clinton Recreation Center	1651 West 2300 North, Clinton
Farmington Community Center	120 South Main Street, Farmington
Fruit Heights City Hall	910 South Mountain Road, Fruit Heights
Kaysville Library	215 North Fairfield Road, Kaysville
Davis Conference Center	1651 North 700 West, Layton
City of North Salt Lake City Hall	10 East Center Street, North Salt Lake
South Weber Family Activity Center	1181 Lester Drive, South Weber
Sunset City Hall	200 West 1300 North, Sunset
Syracuse Library	1875 South 2000 West, Syracuse
West Bountiful City Hall	550 North 800 West, West Bountiful
West Point City Hall	3200 West 300 North, West Point
Woods Cross City Hall	1555 South 800 West, Woods Cross

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

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL ESTABLISHING  
THE 2023 POLLING LOCATIONS AND VOTE CENTERS FOR FARMINGTON  
CITY, UTAH PRIMARY AND GENERAL ELECTIONS**

WHEREAS, Farmington City Corporation (the “City”) is holding its municipal elections by-mail; and,

WHEREAS, State Law allows the City to provide vote centers on those election days, August 15, 2023 and November 7, 2023, for registered voters who choose to vote in person; and,

WHEREAS, the City has designated its voting centers as identified in Exhibit ‘A;’ and,

NOW THEREFORE BE IT RESOLVED by the Farmington City Council that pursuant to Title 20A, Chapter 5, Parts 4 and Chapter 3a, Part 7 of the Utah Code:

- 1) the vote centers identified in ‘Exhibit A’ are hereby approved; and
- 2) the City Recorder is hereby authorized to make changes as needed to facilitate the operations of the elections.

Passed and adopted by the City Council at its regular meeting on May 16, 2023.

ATTEST

FARMINGTON CITY

\_\_\_\_\_  
DeAnn Carlile, City Recorder

\_\_\_\_\_  
Brett Anderson, Mayor





# FARMINGTON CITY

BRETT ANDERSON  
MAYOR

ROGER CHILD  
SCOTT ISAACSON  
MELISSA LAYTON  
ALEX LEEMAN  
AMY SHUMWAY  
CITY COUNCIL

BRIGHAM MELLOR  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Carly Rowe, Planning Secretary  
Date: May 10, 2023  
SUBJECT: **Kirkham Corner Improvements Agreement**

### RECOMMENDATION

Approve the Farmington City Improvements Agreement between Curtis Kirkham and Farmington City for the Kirkham Corner project.

### BACKGROUND

The bond estimate for the Kirkham Corner project is \$18,150.00 which includes a 10% warranty amount. Curtis Kirkham has submitted a Cash Bond with the City, which matches the bond estimate total.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all of the 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 released once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Carly Rowe  
Planning Secretary

Review and Concur,

Chad Boshell  
Assistant City Manager

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Curtis Kirkh (hereinafter "Developer"), whose address is 1005 Compton R Farmington, 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 Kirkham Corner, located at approximately 1005 N Compton R, 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 \$ 18,150<sup>00</sup>.

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

- 1. Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
- 2. Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
- 3. Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 18,150<sup>00</sup> 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 estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

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

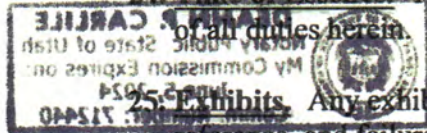


13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and



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

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



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

**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 \_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY:**

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
Brett Anderson, Mayor

**ATTEST:**

\_\_\_\_\_  
DeAnn Carlile, City Recorder

**DEVELOPER:**

\_\_\_\_\_  
*Curtis Kirkham*

By: *Curtis Kirkham*

Its: *Owner*



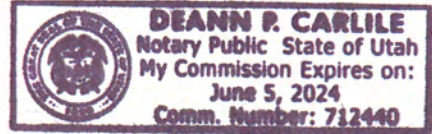
**DEVELOPERS ACKNOWLEDGEMENT**

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

STATE OF UTAH )  
:SS.  
COUNTY OF Davis )

On this 2nd day of May, 2023, personally appeared before me, Curtis Kirkham, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

Deann P. Carlile  
NOTARY PUBLIC  
Residing in Farmington County, Davis.



\*\*\*\*\*

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

STATE OF UTAH )  
:SS.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

(Complete if Developer is a Partnership)

STATE OF UTAH )  
 :ss.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that he or she is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.





Receipt No: 8.008842

May 3, 2023

CURTIS KIRKHAM/CASHIER'S CHECK

Previous Balance:	.00
PLANNING @ ZONING	
CASH BOND/DEVELOPER	18,150.00
10-225200	
DEVELOPER BONDS HELD & PAYABLE	
Total:	----- 18,150.00 =====
CHECK	
Check No: 8706512	18,150.00
Payor:	
CURTIS KIRKHAM/CASHIER'S CHECK	
Total Applied:	----- 18,150.00 =====
Change Tendered:	.00
	----- =====

05/03/2023 9:53 AM

FARMINGTON CITY CORP.  
160 SOUTH MAIN  
P.O. BOX 160  
FARMINGTON UT 84025 801-451-2383



Kirkham Corner  
Bond Estimate  
April 28, 2023

Sanitary Sewer									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Sewer Lateral	1	EA	\$ 6,000.00	\$ 6,000.00		0	0	0	
<b>Subtotal</b>				<b>\$ 6,000.00</b>					
<b>10% Warranty Bond</b>				<b>\$ 600.00</b>					
<b>Total</b>				<b>\$ 6,600.00</b>					

Culinary Water									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Water Lateral	1	EA	\$ 7,000.00	\$ 7,000.00		0	0	0	
<b>Subtotal</b>				<b>\$ 7,000.00</b>					
<b>10% Warranty Bond</b>				<b>\$ 700.00</b>					
<b>Total</b>				<b>\$ 7,700.00</b>					

Secondary Water									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Secondary Water Lateral	1	EA	\$ 3,500.00	\$ 3,500.00		0	0	0	
<b>Subtotal</b>				<b>\$ 3,500.00</b>					
<b>10% Warranty Bond</b>				<b>\$ 350.00</b>					
<b>Total</b>				<b>\$ 3,850.00</b>					

<b>Total Bond</b>	<b>\$ 18,150.00</b>
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Cash Deposits					
Item	Quantity	Unit	Unit Cost	Bond Amount	
Slurry Seal	0	SF	\$ 0.32	\$ -	
Street Signs	0	EA	\$ 300.00	\$ -	
Street Light Connection Fee	0	EA	\$ 150.00	\$ -	

## FARMINGTON CITY – CITY COUNCIL MINUTES

MAY 2, 2023

### WORK SESSION

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor (via Zoom),  
Mayor Pro Tempore/Councilmember Scott  
Isaacson,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,*

*Community Development Director Dave  
Petersen,  
Assistant City Manager/City Engineer Chad  
Boshell,  
Finance Director Greg Davis,  
Accountant Kyle Robertson,  
City Parks and Recreation Director Colby  
Thackeray,  
Police Chief Eric Johnsen,  
Fire Chief Rich Love, and  
City Treasurer Shannon Harper.*

Mayor **Brett Anderson** called the work session to order at 5:10 p.m.

### **BUDGET PRESENTATIONS AND DELIBERATION**

Finance Director **Greg Davis** presented the tentative budget. The General Fund includes both sales tax and property tax revenue. Davis County gives cities their certified tax rate, and in order to increase that, Farmington would have to hold a Truth in Taxation hearing in August. This year, the City is planning on a tax increase, and they will have to inform the County of that by June. The City is hoping to get another \$900,000 in additional revenue from a property tax increase. A \$1.4 million transfer is projected to go to the recreation fund for special events, including Festival Days. This would be just to keep levels of service at what the City is currently providing. Departmental requests totaled \$73,000 in one-time items and \$37,000 in ongoing requests. One-time reductions total \$400,000. In Fiscal Year 2022, the City didn't do a transfer out of the Recreation, Arts and Parks (RAP) tax.

**Davis** gave the Council notice that they plan to merge the Recreation Fund into the General Fund in Fiscal Year 2025. He said it is not common to have a recreation fund that is an enterprise fund. The Recreation Department doesn't bring in enough fees to cover its expenses.

They will be bringing in \$1.9 million from the Real Estate fund after a \$5.7 million planned sale to Weber State University. The State will pay \$5.7 million to Farmington for the land, with the money set to come from the State around July 1. That will be brought into the Real Estate fund, along with \$1.9 million from the General Fund. \$3.8 million will be transferred to the Parks Capital Fund in order to forward the money needed to purchase the mill.

### Buildings Department

**Davis** said payroll for this department is proposed to increase by \$21,869 base-to-base adjustment, plus a \$14,199 payroll increase including a Cost of Living Adjustment (COLA) based on a market study and career ladder, as recommended for approval from the Budget



Committee. There is an adjustment for money/equipment that must be removed from the one-time budget.

Community Development Director **Dave Petersen** said there are horror stories of building permits taking one year, but Farmington's Building Official can turn one around in four days. When the State puts the hammer down to decrease time a building permit takes, it is not for Farmington. Building Official **Eric Miller** is responsible for Farmington's campus of buildings.

Assistant City Manager/City Engineer **Chad Boshell** said Farmington's buildings are starting to age, meaning there is a need to replace boilers. A lot of buildings are all the same age, so expensive maintenance could hit all around the same time.

The City's Electric Vehicle (EV) charging stations are free for public use. The City has two EVs, with plans to get more. The public wants access to more EV charging stations when they attend City events. **Mayor Anderson** said the government is offering money in the form of a grant for an EV power supply. More information may be available by May 31. **Petersen** said he has heard Chevron is developing a low-carbon burning fuel that is the same carbon needed to make an EV.

#### Planning and Zoning Department

**Petersen** said this department is proposing a \$60,000 increase for professional and technical because the more commercial building Farmington has, the more the City will need outside consultants. They are asking for \$100,000 for a General Plan amendment, which is a typical amount that cities spend. It has been a while since Farmington has updated its General Plan, which is a guide. The text was last significantly updated in 1993, although some of the 12 chapters have been updated since then. Zone changes not consistent with the General Plan should not be done, unless there are significant findings.

The City currently has: a downtown master plan, affordable housing plan, master transportation plan, trails master plan with several updates, storm water master plan, a parks and recreation plan (which is currently being updated), a North Station master plan, a Kaysville/Farmington active transportation plan, Shorelands master plan, and some Utah Department of Transportation (UDOT) Environment Impact Statements (EISs). These are not all in one place electronically. **Petersen** said with all of these things, Farmington still has the need to update its base General Plan, which is a set of goals, objectives and policies.

**Petersen** said this department's Staff is awesome, and they have to be hand-picked carefully since there is only a small number of seven people. He said the Council should look at a little property tax increase every year. Establishing a business park is one leg of a three-leg stool that can diversify Farmington's revenue. This department urges the Council to consider the tax increase.

#### Attorney Department

City Attorney **Paul Roberts** said his is the most recently formed department and includes the attorney, communications, and Human Resources, all of which support the whole City. The last two used to be in the administration budget. There is a proposed rebate to people who spend money on physical and mental wellbeing, which is a retention tool. The department has a \$577,000 total budget.

Included in the budget is a \$35,000 pay increase for the attorney, which is meant to match Syracuse's salary offer. City Manager **Brigham Mellor** said **Roberts** took a \$20,000 hit to leave Syracuse and come work for Farmington. This \$35,000 was put on the back end to fulfill the contract.

### Economic Development

**Davis** said this department is being dissolved, although economic development efforts will continue due to the many hats that **Mellor** is wearing.

### Engineering Department

Councilmember **Roger Child** joined the meeting.

**Boshell** said the proposed \$28,000 budget will accommodate different trainings for a new Geographic Information System (GIS) position that will soon be filled. The department hopes to secure new software for development reviews. The City is growing quickly, and they have to track different kinds of budgets. **Davis** said capital projects are complex.

### Fire Department

Fire Chief **Rich Love** said Farmington is growing like crazy. He is blessed to have amazing, dedicated, loyal, and well trained people working for him. However, it is a competitive field, and it is hard to retain the best employees. There is a need to pay them competitively compared to neighboring departments. The increases on wages that came along with the battalion chief program have been fantastic, and they are now taking on projects and things that have been neglected. This will help Farmington provide a better service.

The proposed budget includes mental health services for employees. The increase for dispatch services is something that can't be avoided. The turn-out gear needed to protect fire fighters has a life span of 10 years, and if not up to date, could be a liability. Some need to be replaced.

Call volumes are on the increase, and additional supplies and maintenance are needed. Drugs and defibrillators need to be replaced. The department's vehicles, materials and supplies are aging. This is an expensive part of what the City does, and the vehicles now require more maintenance. The tax increase is for things that are needed to maintain the current level of service. However, the department needs to grow in order to keep up with the City's growth.

A new west fire station will be built, and it will need to be manned and filled with equipment. This will give Farmington the service residents expect and deserve. The new fire station is something that needs to happen to keep up with the City's growth.

**Davis** said Farmington doesn't have control over contractual increases. County dispatch increases every year.

Councilmember **Amy Shumway** said she has heard that it takes 2.5 to five years to get new fire vehicles, and she asked if Staff is anticipating what is needed five years out when ordering something now. She wants to make sure that once constructed, the new fire station will have a new fire truck. **Love** said Farmington ordered a fire truck two years ago, and it won't get a chassis until August or September of this year. After that, it will take another six months to get to Farmington. He said Staff should take a look now at ordering a new engine. It can be ordered now and paid for when delivered.



**Boshell** said Public Works has dump trucks with just as long of lead times. The goal is to have a fleet replacement plan alongside a capital plan in the future. Ongoing budgets need to be planned out years in advance. Pump trucks are also needed. These things need to be more organized and planned out. **Love** said they should get a new ambulance this summer. Ambulances are two years out. A second one is coming 1.5 years from now. Prices are locked in upon order, which surprises **Love**. A small down payment may be required. He said one engine has a pump issue, so it has had to be taken out of service. Because of supply chain issues, it will be out of service for a month while waiting for parts.

**Love** said he will need at least four more people (a captain, engineer, and two fire fighters) to help staff the new fire station. However, the current staff will move to the new station while the old station is being renovated up to standards. He cannot hire new people now because the station is full; there is nowhere to sleep more employees. With four staffing the new station, and six staffing the old station, it should be enough. Most of the population and calls are now on the west side. They anticipate a heavier call volume as the City grows. With increased costs, he is not sure the department is billing enough to compensate.

**Boshell** said the property tax should be increased every year. If it isn't, it is a disservice to the residents. **Love** said South Weber increases their property taxes each year. **Davis** said costs increase every year in the budget.

**Love** said this proposed budget is just to keep the department going at the same service level, even though it should be increased. With the increase in apartments being built in the City, there will be more medical calls. His employees need more training. This budget is just a Band-Aid to get them by, but Farmington needs to up its game a bit and get more help.

**Mellor** said impact fees can be used for some equipment. **Boshell** said the ladder truck is 10 years old, but it has to be replaced from funds that come from the General Fund, not impact fees. Councilman **Alex Leeman** said there will be a good amount of impact fees that come from the business park, but they can only be used for increases and additions, not to replace what the City already has. It is a dance to figure out what impact fees can be used for. **Boshell** said ongoing costs to replace vehicles can't happen without a property tax increase. In the past, the City has used one-time funds to replace vehicles.

**Davis** said a cash balance needs to be built up to handle deferred replacement and maintenance. Another option is to finance and spread out payments. These are all policy discussions as a proper replacement fund is figured out. It is a significant and ongoing cost. The City has some vehicles from 1994 and 1998. The City needs a more scientific and wise approach to budget for replacing things, compared to the haphazard approach that has previously been implemented. It needs to be built into an ongoing budget that is funded by ongoing income supplemented by sales tax.

### Emergency Management

**Davis** said it is recommended to repurpose the Emergency Management position and move it to be part of the Fire Department battalion chief's responsibilities. There are still small items that will be kept in this set of accounts such as a drone and Automated External Defibrillators (AEDs). **Love** said the proposed budget increase will replace seven of the AEDs that are scattered through the City, with one in each building. This department maintains and takes care

of them. He would like to add two more AED units including one at the regional park by the ball fields and one on Shepard Lane. They are wall-mounted, battery-powered devices that give easy-to-follow voice commands to walk someone through life-saving measures when someone experiences sudden cardiac arrest. They are literally life savers. Battalion Chief **Gary McCloy** is taking on the AED programs, and was the one who discovered that seven needed replacing.

### Parks and Cemetery

City Parks and Recreation Director **Colby Thackeray** said this department hadn't adjusted fees for programs and cemeteries for a long time. The recent increases were a shock because they were substantial. He feels it should have been done gradually. Costs have increased in this department \$50,000 to \$100,000 in the past six years.

Last year's expenses for a sprinkling system in the cemetery was a big ticket item. Now the City is saving water and the cemetery is looking better. It will also save a lot of manpower. His proposed budget is requesting \$650,000 for xeriscaping. While water savings is a byproduct of that, the man hours it will save in weed eating and mowing will be astronomical. His department is trying to be more efficient. Purchasing locks for the rest rooms has helped with custodial costs. Nothing in his budget is frivolous, not even the robot line painter. It saves six hours of employee labor each time it is used.

**Thackeray** said his department is still understaffed because he can't get the seasonal help he needs. He is requesting a parks maintenance worker. The City grew more in acreage and programs than it did in funding. The department is bringing in \$25,000 a month in programming.

**Mellor** said the department has coordinated the Active Aging Humana insurance program, and is now working on Select Health and Blue Cross Blue Shield paperwork. That program will continue to grow in coming years.

**Mayor Anderson** asked if local volunteers could be leveraged to help xeriscape. He has many people coming to him requesting manual labor service projects for big groups. **Thackeray** said the City gets grant money and rebates for xeriscaping, and it is an intricate job that has to be done right. There may be some areas that could be designated for big groups to provide manual labor. They could help transplant sod. He would like to utilize the Just Serve website for this sort of thing.

### Police Department

Police Chief **Eric Johnsen** said hiring three new officers was critical. The City has not taken care of business incrementally over the years and has instead chosen to kick the can. If that continues, his department will not be able to provide the service residents expect. He would like two officers on every graveyard shift and two officers promoted to sergeants. His detectives all have a caseload of 70 to 80 cases each, which is unacceptable. A sergeant would help alleviate and manage that. His department has 25 now, and 26 with a recent new hire. Through retirement, his department lost a few front office employees. The two hired to replace them recently have taken on the work load of three to four employees, allowing the department to hire a new officer.

Still, **Johnsen** is requesting three more new officers in his proposed budget. He would like a sergeant on every shift every day of the week, which is something he has never had before.



Sergeants provide more supervision. He also wants three officer on every shift every day, except from 1-6 a.m., when there will only be two. The department needs to improve in coming years.

**Mayor Anderson** said the City needs the proper salaries to keep and attract police officers. Farmington tried not to be at the bottom of the pay scale so their officers aren't poached by other cities. **Johnsen** said that Farmington is close to the bottom. The proposed 3% raise will put the starting wage at \$25.95 an hour. Layton is at \$28. The Utah Highway Patrol starts at \$30. **Davis** said police salaries have raised 41% over the years.

**Johnsen** asked those in his department if they would rather have more manpower or higher wages, and everyone wanted more manpower. His employees are tired, and the department can't continue to operate on a razor's edge while providing the service residents deserve. He said the step and grade merit increases included in the budget are only for employees whose evaluations are in line, and he has two that aren't in line. They may not get their step increases, but they will all get their 3% COLA increase.

**Davis** said this department's proposed budget is the strongest argument for a 30% property tax increase. It is to recover from things that have already happened. **Boshell** said Farmington's services are growing, and the City has kept up with it because of the sales tax revenue coming in from Station Park. Now, that sales tax is leveling off and the City needs more revenue as the population continues to grow.

**Johnsen** said that stop sticks are included in his proposed budget. They are for helping stop a vehicle if there is a chase on the freeway. Keeping high speeds off City roads is important. Their use was decreased after an officer in South Salt Lake was killed while using them, and it is dangerous to deploy them. However, in his opinion, Farmington officers need that tool in their vehicles, along with proper training on how to deploy and use them to stop cars. The \$10,000 will put stop sticks in six patrol vehicles.

### Streets

Assistant Public Works Director **Cory Brazell** said his department is in full support of a tax increase, just to keep up with inflation alone. Products and contractors' costs continue to rise. His budget includes a \$90,000 increase in base-to-base adjustments. Staff has found that a lot of payroll came out of the General Fund when it could be coming from other funds making money.

A new inspector is the biggest change in the budget. Station Park's growth as well as the growth on the west side has put the inspector way behind trying to keep up with all the projects. The consolidated fee schedule and excavation permits has helped almost fully fund the new position. From mid-December to present, the City has gained \$23,000 in that fund just for fees charged for street cuts, and that was during a slow time. The maintenance budget for street lights has increased because of inflation for materials. Last year, five light poles were run over, and they cost \$5,000 to \$8,000 each.

### **Motion:**

Councilmember **Melissa Layton** moved that the City Council recess into the Regular City Council meeting.

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

Mayor Pro Tempore/Councilmember Scott Isaacson  
Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman  
Councilmember Amy Shumway

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay

**REGULAR SESSION**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor (via Zoom),  
Mayor Pro Tempore/Councilmember Scott Isaacson,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,*

*Recording Secretary Deanne Chaston,  
Community Development Director Dave Petersen,  
Assistant City Manager/City Engineer Chad Boshell,  
Finance Director Greg Davis,  
Accountant Kyle Robertson,  
Police Chief Eric Johnsen,  
Fire Chief Rich Love, and  
City Treasurer Shannon Harper.*

**CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:01 p.m.

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

Calvary Baptist Church Pastor **Philip Moore** offered the invocation, and the Pledge of Allegiance was led by the Davis County Fire Association Honor Guard.

**PRESENTATION:**

**Calvary Baptist Church musical number**

Four members of the **Moore** family sang an acapella version of The Star Spangled Banner.

**Introduction of New Fire Department Members and Badge Presentation**

Fire Chief **Rich Love** presented this agenda item. In response to recent growth, the Fire Department would like to honor six individuals for recent advancements and promotions:

- **Christopher Winter**, A Platoon Battalion Chief. He was promoted from captain within. He has a lot of input into the department’s decisions, and tested well. He worked particularly hard to get all the certifications he needed for this position.
- **Shaun Smith**, B Platoon Battalion Chief. He is an experienced, long-time fire fighter who came from Layton Fire.
- **Gary McCloy**, C Platoon Battalion Chief. A long-time resident of Farmington, he raised his family here and was part of the original City volunteer fire department. After leaving the department for a while, he is now happy to return.
- **Jeffrey Jarrow**, A Platoon Captain. He came from Weber Fire as an engineer, and was promoted after the testing process.



- **Oliver Cummings**, B Platoon Captain. A resident of Farmington, he was hired from Weber Fire last month.
- **Jason Hastings**, C Platoon Captain. He was promoted from within. After working as an engineer for eight years, he served as an interim captain.

After a competitive process, these changes include some captains who were promoted to battalion chiefs. One captain left Farmington for a career change in St. George, Utah. Three were promoted from within the department, and one was hired from outside the department. Captains were presented with bugle pins to wear on their collars.

**Love** said when the City Council gave the go ahead for the battalion chief program, it was a huge relief for him and became a huge asset for the City. It will help things get done that haven't been for a number of years. Starting as a volunteer fire department 15 years ago, Farmington has progressed to a six-handed crew minimum with a push for a seven-handed crew.

**Hastings** thanked the Council for their support and help in hiring **Love**, the best of the best. He said **Love** has flipped the Farmington station to being one of the best after it used to only get a handful of people applying for open positions. Now, each position is getting between 20 and 30 applicants, which is unheard of. He said people now want to come and work for Farmington.

He said **Winter** comes to work and doesn't stop, always putting the crew first. He catches **Winter** doing his school work at 2 a.m. He said he has known **Smith** for 16 years, since they both worked for Clinton City. His knowledge and passion helps when training others. **Hastings** said **McCloy** is a great, knowledgeable leader who has a calming effect on the scene. He said **Jarrow** and **Cummings** are new to the captain positions, but they are hard workers who have earned their promotions.

### Introduction of New Police Officers

Police Chief **Eric Johnsen** said it is good for public safety employees to know their leadership and elected officials are behind them. That is good government in action. The Police Department's relationship with the Fire Department has never been better. He introduced three new police officers:

- **Tyler Lingsch** has served in the Air Force and special forces. He is a high adrenaline junky who trained previously to go recover nuclear secrets and equipment from enemies abroad.
- **Jerry Shepherd** went through the academy with **Lingsch**. He is from California and his father is the mayor of Clearfield. He went into the military before coming back to police work.
- **Cannon Heslop** used to work for Farmington before going to South Ogden for a time, and has trained as a K-9 officer. He is now returning to Farmington.

Mayor Pro Tempore/Councilmember **Scott Isaacson** thanked the family members of the new police officers as well as the Fire Department's new battalion chiefs and platoon captains, as they offer love, support, and sacrifice. He said nothing is more important to the City Council than public safety.

## **BUSINESS:**

### **Adoption of Fiscal Year 2023-2024 Tentative Municipal Budget 3**

Finance Director **Greg Davis** presented this agenda item. The Staff Report outlines the highlights of the budget. The Council met earlier today during a work session to discuss the key changes. **Davis** is recommending a property tax increase, which is extremely essential in order to continue operating at current safety levels. The proposed property tax revenue would generate approximately \$900,000 per year in the General Fund. The additional property tax would fund police protection and public safety vehicle replacement.

A 3% cost of living increase for employee wages is also needed, as well as targeted wage increases to get specific positions up to market pay. It is a moving target to keep up with other cities. One-time funding for some capital projects is part of the governmental funds. Recommended fee increases for utilities is a combination of the need to build up cash for future projects and deferred maintenance. Inflation has made its mark on every budget. Without additional funding, the City will have to cut services. **Davis** is recommending the Council adopt this budget as the tentative budget.

**Mayor Anderson** thanked **Davis** and his department for the level of detail they put into the budget documents. He said it may be a good idea to start helping people understand City financials. Station Park sales taxes have helped get Farmington to where it is now.

**Isaacson** said he wants to be prepared to answer residents' questions about the budget and the proposed tax increase. Some residents think growth and sales taxes pay for all that is needed. He wants to digest this preliminary budget more before preparing a dialogue to answer the tough questions. He said a common belief residents have is that if the value of their homes goes up, their taxes to the City and County likewise increases. However, tax rates are adjusted so that the City gets the same amount of taxes each year despite the increases in property values, unless the City adjusts the tax rates during a Truth in Taxation hearing.

Councilmember **Melissa Layton** said tonight is perfect example of why taxes need to go up, so that more officers can be on duty, especially during the night shift. That is a tangible effect of raising taxes. People can also understand how battalion chiefs in the Fire Department help the City run better.

**Isaacson** agreed, saying that his neighbors were concerned when they realized that there is only one police officer on duty from 1 to 6 a.m. Councilmember **Alex Leeman** said a tax increase would not be funding an extra officer during this time, but rather a second officer. **Isaacson** said that every department asked for more money, not just the police and fire departments. All the other increases can be covered with the projected increase in sales taxes. However, the amount the police are asking for cannot be covered.

Councilmember **Roger Child** said there has not been a tax increase in 10 years because Farmington has been moving money around to pay for increases. However, the recent inflation has gotten so bad in the past few years that the City can't move money around anymore. Because sales tax comes and goes and is not reliable, the City shouldn't use sales tax to pay for what is most essential. Public safety has to be funded with money that is consistent, which is property tax. The last few months should serve as a wake-up call for Farmington, as some of its officers had to sit out on the sidelines without a backup. The City Staff runs a fiscally tight City,



and Farmington is blessed compared to its neighboring cities. He said it is great to work with a City that is so well managed.

**Isaacson** noted that Farmington was the recipient of \$2.2 million in government money due to Coronavirus Aid, Relief, and Economic Security (CARES) money over the last few years. The State Legislature decided that half of that should go to water infrastructure. Because of this influx of one-time government money, Farmington was able to kick the can down the road. However, it is not good planning to use that money to pay for police and fire. Farmington has been able to balance its budget for the last few years because of this one-time government money.

**Motion:**

Councilmember **Amy Shumway** moved that the City Council ratify the resolution to adopt the tentative Fiscal Year 2024 municipal budget, and set a public hearing for June 20, 2023 for the fiscal municipal budget.

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

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye ___ Nay
Councilmember Roger Child	X Aye ___ Nay
Councilmember Melissa Layton	X Aye ___ Nay
Councilmember Alex Leeman	X Aye ___ Nay
Councilmember Amy Shumway	X Aye ___ Nay

**REDEVELOPMENT AGENCY MEETING**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor (via Zoom),  
Mayor Pro Tempore/Councilmember Scott Isaacson,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,*

*Recording Secretary Deanne Chaston,  
Community Development Director Dave Petersen,  
Assistant City Manager/City Engineer Chad Boshell,  
Finance Director Greg Davis,  
Accountant Kyle Robertson,  
Police Chief Eric Johnsen,  
Fire Chief Rich Love, and  
City Treasurer Shannon Harper.*

**Motion:**

Councilmember **Alex Leeman** made the motion to adjourn to the Redevelopment Agency (RDA) Meeting. The motion was seconded by Councilmember **Scott Isaacson**, and was unanimously approved.

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye ___ Nay
Councilmember Roger Child	X Aye ___ Nay
Councilmember Melissa Layton	X Aye ___ Nay

Councilmember Alex Leeman  
Councilmember Amy Shumway

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay

**CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:59 p.m. Roll call established that all members of the Governing Board of the Redevelopment Agency of Farmington City were present.

**Ratify Adoption of Fiscal Year 2023-2024 Tentative RDA Budget and Setting the Public Hearing for June 20, 2023**

Finance Director **Greg Davis** presented this agenda item. There are two separate Redevelopment Agencies (RDAs). Farmington is free as a City to take the property taxes from those and revert them to the General Fund or keep in the RDA funds. For this coming year, the proposal is to retain property taxes in the Station Park RDA to help with other projects in that area, including some roads. That stream of property tax will help overall with both the municipal and RDA budgets.

City Manager **Brigham Mellor** said the City is limited in the use of the RDA funds according to state statute when the funds come from other taxing entities like the Davis School District or Davis County. The money is passed to the RDA and spent according to how they are limited in the area or on infrastructure that feeds into that area. Housing money goes to the municipality or the Olene Walker Housing Loan Fund to be used anywhere in the municipality, not just the RDA area.

Councilmember **Scott Isaacson** said \$350,000 is this year's income, for a total balance of \$1.5 million. \$600,000 is Farmington's money, and the rest is housing money.

***Motion:***

**Isaacson** moved that the RDA ratify the resolution to adoption the tentative Fiscal Year 2024 RDA budget, and set the public hearing for June 20, 2023.

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

Mayor Pro Tempore/Councilmember Scott Isaacson  
Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman  
Councilmember Amy Shumway

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay

***Motion:***

**Leeman** made a motion to adjourn and reconvene to an open City Council meeting at 8:07 p.m. The motion was seconded

Councilmember **Melissa Layton** seconded the motion, which was unanimously approved.

Mayor Pro Tempore/Councilmember Scott Isaacson  
Councilmember Roger Child

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay



Councilmember Melissa Layton  
Councilmember Alex Leeman  
Councilmember Amy Shumway

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item a: Resolution Adopting Cafeteria Plan for Full-Time Employee Medical Benefits.
  - Attorney **Paul Roberts** said it is existing to be going with a new provider with a compliance component. They can be audited.
- Item b: 650 West Verizon Cell Phone Tower, Rocky Mountain Power
- Item c: Street Vacation 500 North Street. This item was addressed separately. See below.
- Item d: Resolution Adopting the 2023 Polling location and Vote Centers
- Item e: Approval of minutes for March 14, 2023, and April 4, 2023

***Motion:***

**Layton** moved to approve the Summary Action list items a, b, d and e as noted in the Staff Report.

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

Mayor Pro Tempore/Councilmember Scott Isaacson  
Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman  
Councilmember Amy Shumway

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay

**Street Vacation 500 North Street**

**Petersen** presented this agenda item. This street vacation was previously approved in December of 2021, but it wasn't followed through with in a timely manner, and therefore requires re-consideration to renew the approval before recording the ordinance to complete the vacation. They were supposed to get it surveyed and construct the sidewalk within one year, and the time has now expired. The survey came in a few weeks ago.

The property under consideration is part of a large Right of Way (ROW) outside of the physical street improvements. Previously, the City Council vacated a portion of the ROW for the **Allarts** directly east of this location within 5 feet of the back of curb to allow sidewalk at back of curb to deal with slope issues in the area.

The applicant's request would vacate the ROW to the same depth as was done to the east, leaving space for a sidewalk at back of curb. This encompasses a piece that is approximately 26 feet x 165 feet, or 4,257 square feet. Vacation of the ROW would give more property to the adjacent owner, who controls two lots adjacent to each other. The applicant has provided a letter and concept plan illustrating their objective of creating space to build a detached garage that is made feasible with the vacation of the ROW. It is the opinion of Staff that vacating to a depth to allow for a park strip would still accommodate the applicant's needs.

It was previously passed with a condition that “Any detached accessory dwelling unit created on the property coinciding with 138 E. 500 North shall be deed restricted to assure affordable housing.” However, Staff and Council members want to eliminate this condition. The applicant has agreed to pay for the sidewalk. This is similar to other agreements the City has made for years.

The applicant was present, but decline to address the Council.

***Motion:***

**Leeman** made a motion that the City Council approved the ordinance (enclosed in the Staff Report) vacating the south portion of the 500 North Street Right of Way (ROW), adjacent to the Allart property at 496 N. 100 East, subject to Conditions a-c and Findings for Approval 1-3.

Conditions a-c:

- a. The property owner of 07-023-0094 must provide a legal description for the area to be vacated (Exhibit A), which leaves sufficient area for a standard park strip and sidewalk.
- b. Sidewalk shall be installed within one year of this approval according to Farmington City specifications at back of curb along 500 North Street to match sidewalk to east and west. This improvement is to include a handicap ramp and approach at the southeast corner of the 500 North Street and 100 East intersection.
- c. A public utility easement shall be granted along the northern 15 feet of the property being considered for vacation to accommodate existing and potential future utilities.

Findings for Approval 1-3:

- 1. The property owner of 07-023-0094 is the logical recipient of any Right of Way being proposed for vacation.
- 2. The Right of Way directly to the east and west is already more narrow than the subject section of 500 North Street.
- 3. The Right of Way can be put to better use and no harm to the general interest of the public is created by its vacation.

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

Mayor Pro Tempore/Councilmember Scott Isaacson	<b>X</b> Aye ___ Nay
Councilmember Roger Child	<b>X</b> Aye ___ Nay
Councilmember Melissa Layton	<b>X</b> Aye ___ Nay
Councilmember Alex Leeman	<b>X</b> Aye ___ Nay
Councilmember Amy Shumway	<b>X</b> Aye ___ Nay

**GOVERNING BODY REPORTS:**

**City Manager Report**

Assistant City Manager/City Engineer **Chad Boshell** presented the Building Activity Report for March. He said the Fire Station Request for Proposals has been sent out, the first step in hiring a consultant. The \$600,000 for the design was included in the tentative budget.



Farmington dispersed 20,000 sandbags in preparation for flooding, and still has 7,000 available. Davis County received 100,000 sandbags from the State of Utah, 15,000 of which were passed on to Farmington. Now, the City has 22,000 sandbags on hand.

**Leeman** asked if after flooding threats are over, residents can bring the sandbags back. **Boshell** the City may have to set something up, as they don't want the sand to go down the storm drain. Farmington Creek is the highest now than it has been this year, running at 115 Cubic Feet per Second (CFS). In 2006 and 2008, it got up to 400 CFS. There is still a lot of capacity before it becomes worrisome. However, a week's worth of really hot temperatures could change that. He said it is not worth saving the sandbags for the future.

The Staff is planning an emergency management coordination meeting on Monday to determine who should respond to what in order to coordinate the handling of future emergencies. The meeting will include a Community Emergency Response Team (CERT) representative.

**Shumway** asked to attend the meeting.

### **Mayor Anderson and City Council Reports**

**Layton** said she has been working with the Communities That Care (CTC), and it has been difficult lately to maintain a full board. They would like to get funding for a part-time person, which would be under \$9,000 to be shared among Kaysville, Fruit Heights, and Farmington. She will call **Davis** about the budget in order to get back to the CTC by May 30.

**Layton** said she has been involved in the 16-week Citizen Police Academy, which has been fantastic and an invaluable experience. She now understands that first responders have a lot being asked of them. Two weeks ago, they had active shooter training at a Clinton school, and it was emotional for her.

**Isaacson** said that he recently was contacted with a resident concerned with garbage on the side of the road from Clark Lane to Station Park. Before he could call someone about it, he noticed another resident and his children voluntarily cleaning it up. **Leeman** said there is also a lot of garbage where Interstate 15 and Highway 89 merge. **Isaacson** said the construction may be preventing people from cleaning it there. **Shumway** said UDOT has to give permission to people to clean up trash on their property, and it can't be Boy Scouts or youth groups.

**Isaacson** wants to go on the record for saying he doesn't want the City Council included in the 3% COLA raises this year. Other Councilmembers agreed.

**Shumway** said she was surprised that the Council did not know what was previously happening with staffing and morale in the Fire Department. She doesn't want that to happen again.

**Isaacson** said he heard a little bit from former City Manager **Shane Pace**, but he didn't know how bad it was. He later found out that **Gary McCloy**, his neighbor and friend, was staying away from the Farmington Fire Department for these reasons. If **Isaacson** had known, he may have made different decisions.

**Shumway** said a recent emergency preparedness class at the Utah League of Cities and Towns conference was eye-opening. It defined what disasters are and aren't. The number one potential disaster on the Wasatch Front is hazardous materials on the Interstate. Farmington is specifically vulnerable to a disaster due to its proximity to the convergence of many major roadways. The second potential disaster is volunteers. With so many willing to volunteer, it poses a problem

with coordination and the documentation of said volunteers. Federal Emergency Management Agency (FEMA) requires all volunteers to be documented. Volunteerism is a good problem in Utah, but still a problem. She said it may be a good idea to train the Community Council to document volunteers and manual labor during a disaster. Emergency management is now Chief **Love**'s responsibility, but it may need to be a whole new position.

**Leeman** said traffic control has been effective with the 950 North construction when pipe was delivered for the Shepard Lane overpass. He is looking forward to the road by the high school being done for the year. **Boshell** said the goal is to have it open back up before school starts. Curbing is set to be poured in two weeks. The entire project may not get paved this year when considering the area by the sewer plants, where crews are waiting for soils to settle. When the road base is in, **Leeman** is excited for the City Councilmember to see Maker Way and Innovator Drive.

**Isaacson** said three park designs were recently presented. **Shumway** said there are some really cool things, and they think the budget can cover most of them.

**Mayor Anderson** said he is happy for the relationship that currently exists between the City Council, Staff, and various departments. There are no walls between departments and it is an overall collaborative relationship. Happy employees do good work, and happy citizens make the jobs easier.

***Motion:***

**Isaacson** made a motion at 8:46 p.m. to reconvene to work session. **Leeman** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye ___ Nay
Councilmember Roger Child	X Aye ___ Nay
Councilmember Melissa Layton	X Aye ___ Nay
Councilmember Alex Leeman	X Aye ___ Nay
Councilmember Amy Shumway	X Aye ___ Nay

**CONTINUED WORK SESSION**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor (via Zoom),  
Mayor Pro Tempore/Councilmember Scott Isaacson,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts,*

*City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,  
Community Development Director Dave Petersen,  
Assistant City Manager/City Engineer Chad Boshell,  
Finance Director Greg Davis,  
Accountant Kyle Robertson, and  
City Treasurer Shannon Harper.*

Mayor **Brett Anderson** called the reconvened work session to order at 8:55 p.m.



## **BUDGET PRESENTATIONS AND DELIBERATION**

### Administration

**Greg Davis** presented this agenda item. Some positions (totalling \$366,000) are leaving the administrative budget to transfer over to the attorney budget. There is also Accounts Payable software, and \$7,500 in tuition reimbursement for administrative employees. Of note is also the city-wide fuel increase. More is being spent on IT services and other professional services. The City needs to be more prepared for cyber threats, as Farmington is engaging their contracted IT services more lately. The “website maintenance and update” line item is not for a website redo or redesign. **Shumway** said they are close to narrowing down a redesigned logo. **Davis** said since elections are every other year, this budget will include an election expense, which assumes a primary election.

City Treasurer **Shannon Harper** said that during COVID, it became clear there was no process for receiving and approving payment information electronically. With the new Accounts Payable software, an email scans in an invoice, puts in the data, and sends the information to the department for approval. It provides for in-house savings so more Staff can be brought in. The software is \$13,000 in ongoing expenses.

**Davis** said last fall the City was considering increasing property taxes but didn't. Farmington City's portion of a residents property tax is 12% of the overall bill, while 66% goes to the Davis School District, and 15% goes to the County.

**Harper** said there hasn't been a City property tax increase in the last 10 years, except for a jump when Farmington had to pick up the financing for paramedics from the County. The last tax increase was in 2009 and 2010. A bulk of the property taxes goes to the schools, and Farmington is a small drop in the bucket comparatively. The City's portion went down a bit when a bond dropped off.

**Leeman** said Kaysville has a good, easy-to-understand webpage describing property taxes and Truth in Taxation, complete with Frequently Asked Questions. He wants similar information available to Farmington residents.

**Davis** and **Harper** presented information on property tax on a home with a market value of \$648,000 in 2022 in neighboring cities such as Clearfield, Centerville, West Bountiful, Woods Cross, Syracuse, North salt Lake, Bountiful, Clinton, Kaysville, Layton, and Farmington. Farmington is on the lowest end with \$421 compared to Clearfield \$906, Centerville \$668, West Bountiful \$651, Woods Cross \$636, Syracuse \$602, North Salt Lake \$557, Bountiful \$541, Clinton \$531, Kaysville \$457, Layton \$450, and Farmington \$421.

Regarding utility monthly base bill without a second can for April 2023, Farmington is fourth from the last with \$74.70. Fruit Heights is \$106.10, Centerville \$93.72, West Bountiful \$88.25, Clearfield \$87.09, Kaysville \$86.38, Layton \$86.10, Syracuse \$83.23 (including a \$4 street light fee), Farmington \$74.70, Clinton \$71.78, Woods Cross \$70, Bountiful \$68.89. **Boshell** said Kaysville's own power utility heavily subsidizes the General Fund, but they pay double for their power. An enterprise fund can pay the wages of the employees. **Davis** is recommending an increase in Farmington's utility base bill. Central Davis Sewer District is planning a 13% increase, and Farmington is a pass-through for that. Farmington bills a bit more than is turned over to the Sewer District in order to cover employee labor.

A tax increase will be necessary to fund police payroll increases. Since Fiscal Year 2019, police payroll has been on the increase. Total police payroll was \$2.308 million in FY2019, \$2.421 million FY2020, \$2.457 million in FY 2021, \$2.941 in FY 2022, \$3.772 million in FY 2023, and a proposed \$4.184 million in FY2024. Compared to wages in 2013, police wages have increased 50%. Public Works wages are up 33% since 2013.

**Davis** said he is also concerned about increasing inflation, as it is causing costs to go up dramatically for the City. Holding property tax the same for over 10 years does not make sense since inflation has increased in the same time. Energy costs fluctuate.

At the next Council meeting, Staff will go through the General Fund, enterprise funds, and list the projects, including capital street projects. General Fund increases will cover salaries and equipment, and include a real estate sale to Weber State University. Tonight the departmental budgets were covered. A proposed 30% property tax increase may be too low. **Leeman** and **Child** will not be attending the next Council meeting, so they may need to meet with Staff to become familiar with the budget.

**Shumway** pointed out that the amount needed for elections was \$28,000 in one place, but \$38,000 in another. **Davis** said he will make that correction. He will be gone all next week. The Council has until the end of June to get all their budget questions answered.

**Davis** showed the Council tonight all the departmental requests, which came to millions of dollars. Some he had to say “no” to. Staff is doing its best to balance the budget while looking at ongoing expenses. Some things such as permanent Christmas lights on the pool and gym are wants, not needs. City finances tend to focus on annual budgets rather than a long-term approach.

**Isaacson** said he hasn’t gone through the budget line by line yet, but he intends to. There are essential services, then there are nice-to-do services. If the City intends to raise taxes, they need to scrutinize nice-to-do services and be ready to defend them if they are included in the budget. Are Festival Days fireworks essential? **Shumway** said she is not seeing a lot of nice-to-do things in the budget. **Isaacson** said recreation is funded by the General Fund, but people expect those recreation services.

**Leeman** said the budget has kept him up a lot of nights. There have been many years that the City had plenty of money, and they had to spend to keep the General Fund balance under 30%. Then the City was \$1 million short out of nowhere. When a City is in growth mode, a growing budget can be sustained without increasing property taxes. There is an in-between stage when the City is not getting the property taxes as quickly as they would like. The business park will not pay the City for a while, and sales tax revenue has plateaued. He is anxious because Farmington doesn’t have much new retail, and Station Park can’t continue to grow. There is a tendency in government to budget one year at a time. But Farmington has come to a point where expenses have increased, and a longer-term vision is needed.

**Davis** said there could also be recessionary impact. The one-time government funding meant to help cities through the pandemic slowed things down, but now the City is slamming into a wall. Wages are pedal to the metal in the Police Department. Lately, the police chief couldn’t afford to hire someone he really wanted to. Next year, police wages may need to increase another 10%.

**Leeman** said ongoing expenses should be paid for with ongoing revenue, while one-time expenses should be paid for one-time money. One shouldn’t be converted for another. To



finance a new fire station and perhaps fix up the Old Mill property, **Leeman** proposed selling the City-owned Old Farm property. He would like Staff to come up with a plan to sell Old Farm in order to finance those one-time expenses, saving residents interest and ongoing debt service costs. **Child** said that could also fund replacement equipment and help with a plan to handle depreciating vehicle expenses.

**Isaacson** said it is important to have a plan for City-owned property so that the residents feel they have had input. **Mellor** said a good way to get input from the public is through the General Plan update. They can say what they want to see throughout the City, including the Old Farm area, without it being a heated conversation. He would like to allow for a process to play out for the General Plan amendment, which can get public buy-in. Paying cash for the new fire station could save half or a third of the cost. The City could likely get a 20-year bond to build the fire station, so an immediate decision is not needed.

**Leeman** said public buy-in may rest on packaging a need with a want. For example, everyone is thrilled to see the Rock Mill fixed up. Saying a property tax increase is necessary to do so may help sell the tax increase. He said two of the biggest problems for him are the budget and housing affordability. Increasing property taxes may make it difficult for some people to pay rent, as their landlord will likely pass the tax increase through by increasing rent.

**Mayor Anderson** said he will be allowing people to come in and pitch their ideas of what should happen with the land at Old Farm. They will be given about 15 minutes to show the Council their vision of that area. It may help the Council make future decisions.

**Boshell** said they did something similar with the business park. The City partnered with a Pittsburg company that held a charrette. As the City sat in the background, this third party navigated as families who had owned their property forever came up with a plan. **Mayor Anderson** said Old Farm is a huge asset, and he hopes to steer residents through future plans. **Isaacson** said that it is a hard conversation to tell others that open space, no matter how beloved, comes with a cost. No one can tell a private land owner not to develop their land. Residents will have to pay more taxes to keep open space.

## **ADJOURNMENT**

The meeting adjourned at 9:40 p.m.

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**DeAnn Carlile**, Recorder



# FARMINGTON CITY

BRETT ANDERSON  
MAYOR

ROGER CHILD  
SCOTT ISAACSON  
MELISSA LAYTON  
ALEX LEEMAN  
AMY SHUMWAY  
CITY COUNCIL

BRIGHAM MELLOR  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David Petersen, Community Development Director

Date: May 16, 2023

SUBJECT: **CDBG—Resolution and Interlocal Agreement with Davis County**

### RECOMMENDATION:

Move that the City Council adopt the enclosed resolution approving an interlocal cooperation agreement between Farmington City and Davis County relating to the conduct of Community Development Block Grant (CDBG) program for federal fiscal years 2024, 2025, and 2026

#### Findings:

1. The enclosed documents will enable the city to request CDBG funding for unforeseen needs within Farmington which may arise over the next three fiscal years for qualified areas.
2. The CDBG program provides funding for infrastructure improvements and miscellaneous programs which benefit low to moderate income households.

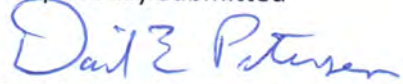
### BACKGROUND:

Davis County is the administrator of CDBG grant program for Cities in the County, which Farmington is one, not large enough to manage their own CDBG program. The enclosed resolution/interlocal agreement provides the City ability to apply for such funds in the event such opportunities arise within the Community.


### Supplementary Information

Resolution and Inter-local Agreement

Respectfully Submitted

  
David Petersen  
Community Development Director

Concur

  
Chad Boshell  
Assistant City Manager



## RESOLUTION 2023-\_\_\_\_\_

### A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN FARMINGTON CITY AND DAVIS COUNTY RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

**WHEREAS**, the Utah Interlocal Cooperation Act, codified at *Utah Code Ann § 11-13-101, et seq.*, as amended (the “Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

**WHEREAS**, in accordance with the terms and conditions of the Act, Davis County and NAME HERE desire to cooperate with regards to the Community Development Block Grant (CDBG) as more particularly described in the Interlocal Cooperation Agreement between NAME HERE City and Davis County (the “Interlocal Cooperation Agreement”), which is attached hereto as Exhibit A ; and

**WHEREAS**, Davis County and Farmington City have determined that it is desirable and in the best interests of the community and the public to enter into the Interlocal Cooperation Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the legislative body of Farmington City, Utah as follows:

1. The Interlocal Cooperation Agreement is approved by the legislative body of Farmington City, Utah;  
and
2. The effective date of the Interlocal Cooperation Agreement shall be on the soonest date that all of the provisions of the Act have been satisfied to trigger the effective date of the Interlocal Cooperation Agreement; and
3. This Resolution shall become effective immediately upon its adoption.

This Resolution was duly PASSED, ADOPTED, and/or APPROVED this 16<sup>th</sup> day of May, 2023, with .

CITY

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Mayor, Farmington City, Utah

ATTEST:

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City Recorder

Approved as to  
Form:

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City Attorney



INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT  
OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of Farmington, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The county has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

NOW, 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 agree as follows:

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
  - A. The City may not apply for grants from appropriations under the State CDBG program for the Three-year Qualification Period.
  - B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME consortium



with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.

- C. The City may receive a formula allocation under the Emergency Solutions Grants (“ESG”) program only through the County, as urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.
3. The period covered by this Agreement is federal fiscal years 2024, 2025, and 2026 (the “Three-year Qualification Period”). This Agreement commences on October 1, 2023 and will remain in effect through the later of September 30, 2027, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City’s municipal boundaries, including CDBG program activities and projects within the City’s municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City’s municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City’s municipal boundaries.
5. The Parties agree to:
  - A. Take all actions necessary to assure compliance with the County’s certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.
  - B. Comply with Section 109 of the Act, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968.
  - C. Comply by signing the assurances and certifications in the HUD 424-B.
  - D. Comply with all other applicable laws; and
  - E. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.
6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local



government, including the City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:
  - A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act
11. 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:

<u>To the City:</u> Farmington City Manager: Brigham Mellor 160 South Main St Farmington, Utah 84025	<u>To the County:</u> Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025
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12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.
14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. Signature pages follow.]



SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

DAVIS COUNTY, UTAH

\_\_\_\_\_  
Lorene M. Kamalu, Chair  
Board of Davis County Commissioners  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brian McKenzie  
Davis County Clerk  
Dated: \_\_\_\_\_

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

\_\_\_\_\_  
Robert Tripp  
Davis County Deputy Civil Attorney  
Dated: \_\_\_\_\_

SIGNATURE PAGE FOR THE CITY OF FARMINGTON, UTAH,  
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE  
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

CITY OF FARMINGTON, UTAH

\_\_\_\_\_  
Brett Anderson

Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
NAME:

City Recorder

Dated: \_\_\_\_\_

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

\_\_\_\_\_  
NAME:

Attorney for the City of FARMINGTON

Dated: \_\_\_\_\_



Month of April 2023	BUILDING ACTIVITY REPORT - JULY 2022 THRU JUNE 2023				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	5	5	\$1,150,595.61	212	212
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	5	355
CARPORT/GARAGE	1		\$41,034.40	129	
OTHER RESIDENTIAL	0	0	\$0.00	27	
<b>SUB-TOTAL</b>	6	5	\$1,191,630.01	373	567
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	1		\$5,881.00	95	
ADDITIONS/REMODELS	1		\$116,118.04	102	
SWIMMING POOLS/SPAS	2		\$51,582.29	90	
OTHER	18		\$256,699.00	483	
<b>SUB-TOTAL</b>	22		\$430,280.33	770	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	1		\$450,000.00	23	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	3		\$218,432.00	73	
<b>SUB-TOTAL</b>	4		\$668,432.00	97	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	2		\$440,000.00	83	
OFFICE	0		\$200,000.00	4	
PUBLIC/INSTITUTIONAL	0		\$0.00	2	
CHURCHES	0		\$0.00	0	
OTHER	1		\$29,000.00	31	
<b>SUB-TOTAL</b>	3		\$ 469,000.00	120	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
MISC.	0		\$0.00	9	
<b>SUB-TOTAL</b>	0		\$0.00	0	
<b>TOTALS</b>	35	5	\$2,759,342.34	1369	567