

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, September 3, 2024** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 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 www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION - 6:00 p.m.

- Ebike Discussion

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

- Invocation – Alex Leeman, Councilmember
- Pledge of Allegiance – Scott Isaacson, Councilmember

PUBLIC HEARINGS:

- Consideration of a Rezone and Development Agreement for an RV resort at approximately 650 W Lagoon Drive **3**
- Consider Vacating a portion of 300 North Street and 200 West Street right-of-way (Lagoon lane) **68**
- Proposed text amendment to clarify which body has the authority to revoke a home occupation business license **83**
- Proposed amendments adding additional grounds for denial of a license related to criminal activity. **88**

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

Minute motion to reconvene the City Council Meeting

SUMMARY ACTION:

1. Approval of Minutes for 08-06-24 and 08-20-24 **93 & 101**
2. Surplus Property **113**
3. Adopt a Statement in Favor of Re-authorizing the RAP Tax **114**
4. Main Street (Park Lane – Shepard Lane) Storm Water Maintenance and Cooperative Agreement **115**

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

CLOSED SESSION – Minute motion adjourning to closed session, for reasons permitted by law.

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.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on August 29, 2024

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Consideration of a Rezone and Development Agreement for an RV resort at approximately 650 W Lagoon Drive

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: September 3, 2024

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson – Assistant Community Development Director

Date: 7/10/2024

Subject: Consideration of a rezone to include the AP District overlay zone and an accompanying development agreement for an RV resort at approximately 650 West Lagoon Drive (950 North) for Harv Jeppsen.

RECOMMENDED MOTION

Move that the City Council approve the proposed AP District overlay zone and the accompanying development agreement.

Findings:

1. The items allowed by the agreement are appropriate at this location and there are sufficient mitigating factors within the agreement to adequately mitigate the impact of the allowed business activity on surrounding properties.
2. The use considered by the Agreement is consistent with the Farmington City General Plan and applicable small area plan.
3. The proposed use and accompanying Development Agreement adhere to the purpose of the AP District per 11-27B-010.

BACKGROUND

The subject property on the south side of Lagoon Drive (currently under construction) just east of Highway 89 sits north of Spring Creek and is currently occupied by a blue barn building.



The current zoning primarily limits the use of the property to agricultural or residential uses.

The property owner hopes to be able to develop a high-end RV resort at this location. The most similar use in Farmington is the Lagoon Campground which is within the C-H zoning district. The description of the C-H zone in FMC 11-24-010 limits the use of that district to the Lagoon Campground site. Rather than considering a different commercial district which may require modification for a campground type use, the AP district overlay is proposed for the consideration of the City to accommodate the use.

The property is part of the East Park Lane small area master plan included with this report. The current construction of Lagoon Drive is being completed by Wright Development who has approval for a townhome subdivision to the north with some commercial development towards the highway.

The use of the property south of Lagoon Drive has been envisioned to be non-residential in nature.

While some development is occurring to the north, proposals for development just south of this property have not yet been brought to the city.

The proposed use includes an office and amenity area with approximately 70 spaces for RV parking. The access to the property would be from Lagoon Drive to the north and access to the south would be accommodated on the west side of the property. The site would be enclosed with a screening wall and would be landscaped and improved to accommodate parking of RVs for brief stays.

The consideration of the AP district is a legislative action allowing for the use of discretion by the City Council. The City Council is being provided with a recommendation from the Planning Commission and should ultimately base its decision on its opinion as to how well the terms of the Agreement work at this location and in consideration of the city's [General Plan](#) and the applicable small area plan vision.

The AP District creates unique rules for the property which it is applied to. This allows the city to be very specific about what can and can't be done on the property.

The Development Review Committee has indicated that servicing something like the proposed concept is viable, technical analysis of detailed plans would come if the city decides to approve the AP district and concept. Should the rezone request and Development Agreement be approved, further review of a site plan and engineering details are needed. Solutions to sewer service are still to be determined while the anticipated route to the 700 East lift station are being resolved.

The Planning Commission held the public hearing for this proposal at their 7/11/24 meeting. At that meeting, the Planning Commission tabled the item to request additional information. To summarize, the Commission was interested in having a better understanding of the viability of the proposed land use wanting to ensure that the application proved to meet some of the requirement of the AP district.

In response to the requests of the Planning Commission, the applicant has provided studies and reports which have been included with this packet.

The recommended motion included with this packet reflects the vote of the Planning Commission after seeing this project over multiple meetings. The motion to recommend approval came by a split vote of 3 yes and 2 no votes at the 8/22 Planning Commission meeting. Commissioners who voted no expressed their opinion that the proposed use wasn't fully compatible with the East Park Lane small area plan and the other uses which are anticipated or under construction in the area.

Respectfully submitted,



**Lyle Gibson
Assistant Community Development Director**

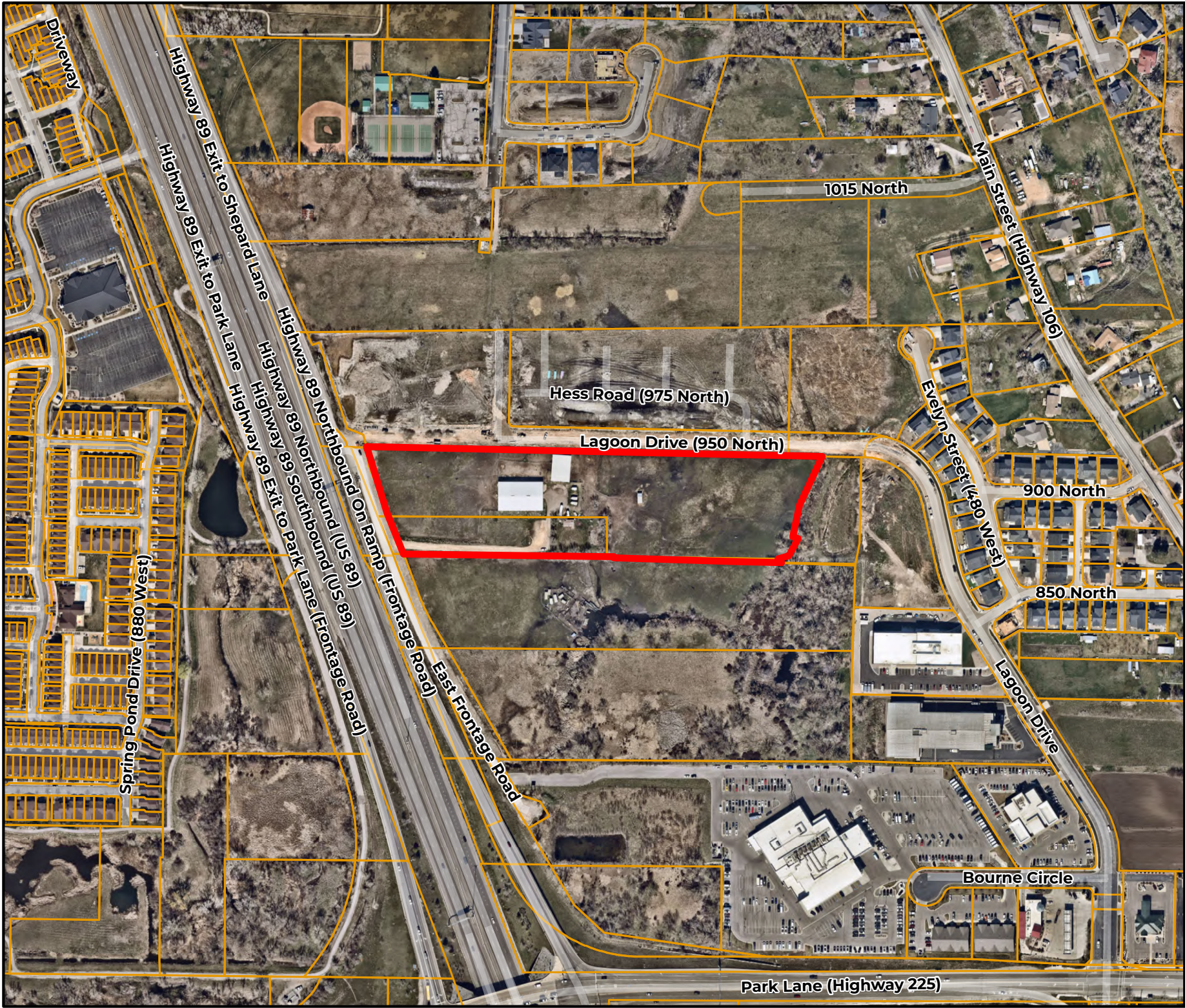
Review and concur,



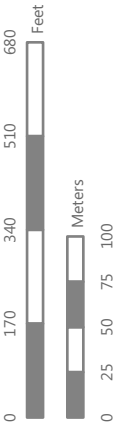
**Brigham Mellor
City Manager**

Supplemental Information

- a. Vicinity Map
- b. East Park Lane small area plan
- c. Development Agreement and GDP
- d. RV Park SWOT Analysis, Economic Impact Assessment, Industry Statistics, and Market Analysis reports.



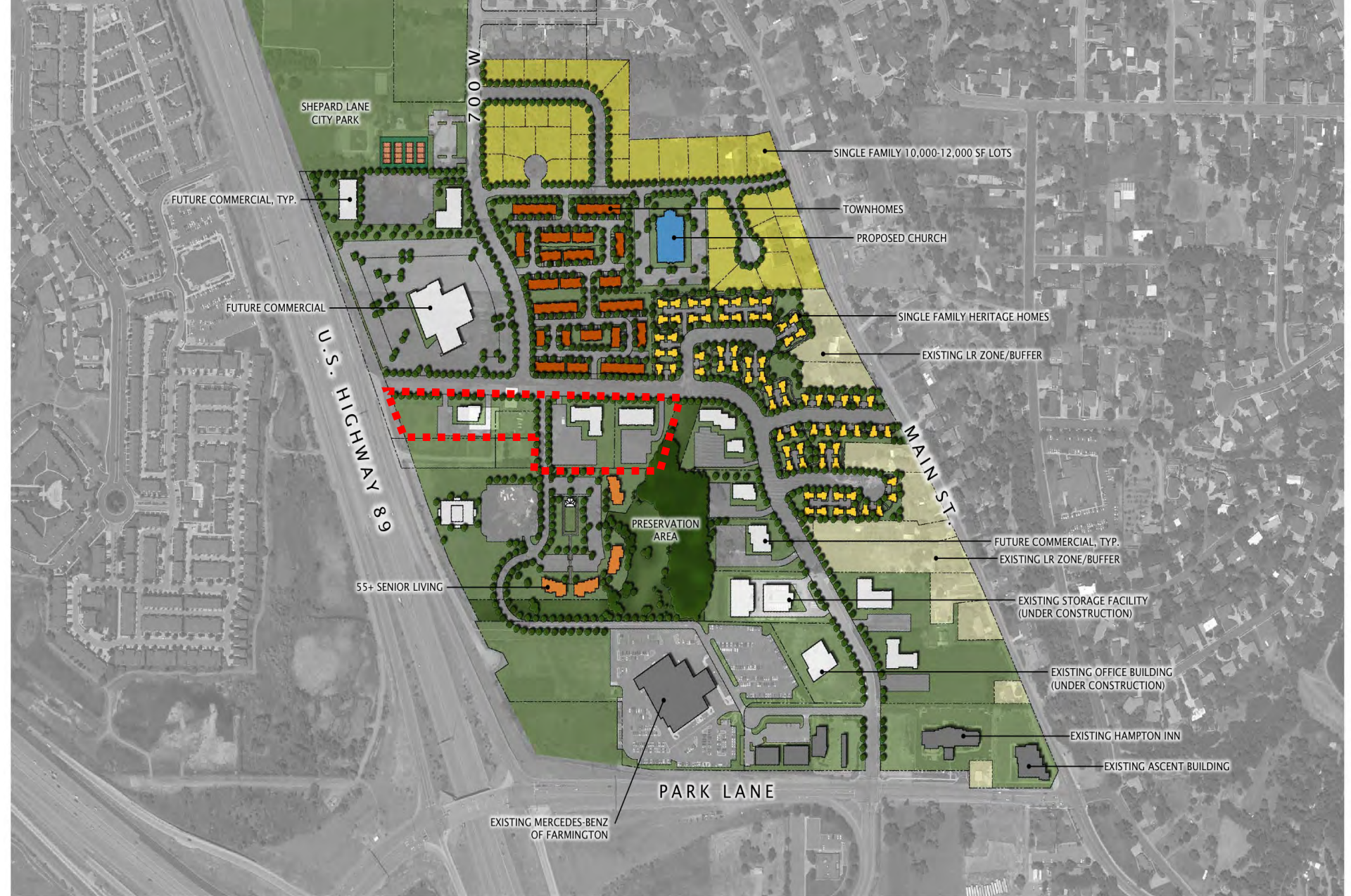
Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.



VICINITY MAP
Spring Creek RV AP District



Park Lane (Highway 225)



SHEPARD LANE CITY PARK

FUTURE COMMERCIAL, TYP.

FUTURE COMMERCIAL

U.S. HIGHWAY 89

700 W

SINGLE FAMILY 10,000-12,000 SF LOTS

TOWNHOMES

PROPOSED CHURCH

SINGLE FAMILY HERITAGE HOMES

EXISTING LR ZONE/BUFFER

MAIN ST.

PRESERVATION AREA

FUTURE COMMERCIAL, TYP.

EXISTING LR ZONE/BUFFER

55+ SENIOR LIVING

EXISTING STORAGE FACILITY (UNDER CONSTRUCTION)

EXISTING OFFICE BUILDING (UNDER CONSTRUCTION)

EXISTING HAMPTON INN

EXISTING ASCENT BUILDING

PARK LANE

EXISTING MERCEDES-BENZ OF FARMINGTON



small area master plan (uses)

When Recorded Mail to:
Farmington City Attorney
160 S. Main Street
Farmington, UT 84025

DEVELOPMENT AGREEMENT
FOR THE SPRING CREEK RV RESORT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2024, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **HARV JEPPSEN**, a limited liability company of the State of Utah, hereinafter referred to as the “Developer.”

RECITALS:

A. Developer owns approximately 6.5 acres of land 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. Developer desires to develop a project on the Property to be known as the (the “Project”). Developer has submitted an application to the City seeking approval to be included in the AP District to permit alternate development standards in accordance with the City’s Laws.

C. The City finds that the “Project” meets the purposes of the AP District as it produces non-residential and non-agriculture development which enhances the purposes of the Agricultural zones and will allow for sustainable and economically viable development which will enhance the community at large while ensuring orderly planning of the Property and furthering the objectives of the Farmington City General Plan.

D. The Property is presently zoned under the City’s zoning ordinance as Agricultural (A). Unless otherwise specified within this agreement, the Property 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”).

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City’s Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to or in lieu of those contained in the City’s Laws. This Agreement is wholly contingent upon the approval of that zoning application.

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 Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit “A” and incorporated by reference.

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.

4. **General Development Plan.** The approved General Development Plan (the “GDP”) for the entire Project is attached hereto as Exhibit “B” and incorporated by reference. All portions of the Project must be developed in accordance with the approved GDP. No amendment or modifications to the approved GDP shall be made by the Developer without written consent of the City. The Project shall be developed by Developer in accordance with all requirements contained herein. Any changes to the GDP that require an exception from approved development standards not otherwise addressed in this Agreement shall be considered by the City Council as an amendment to this Agreement, following the process established by Utah law for approval.

5. **Alternative Development Standards.** Pursuant to Utah Code Ann. § 10-9a-532(2)(a)(iii), this Development Agreement contains terms that conflict with, or is different from, a standard set forth in the existing land use regulations that govern the Property. This Agreement, which has undergone the same procedures for enacting a land use regulation, overrides those conflicting standards as it relates to this Project, as follows:

a) **Setbacks.** Developer shall be permitted to build an office building in connection with the proposed RV Resort as close as 20 ft. to the front property line as shown in Exhibit “B”.

b) **Parking.** Developer shall provide a minimum of 5 improved parking stalls is shown in Exhibit “B”.

c) **Fencing.** Developer shall construct a wall as depicted in Exhibit “B” around the perimeter of the RV resort for the purpose of providing a visual barrier.

d) **Landscaping.** Landscaping shall be installed as indicated in the included Landscape Plan provided as Exhibit “B”.

e) **Allowed Uses.** In addition to the uses allowed by the underlying zoning district, the following use shall be allowed on the Property and shall be considered a Permitted Use. Uses not listed may only be considered through an addendum to this Agreement unless the Farmington City Planning Commission determines the use to be similar enough in nature and impact to the uses listed below. This consideration by the Planning Commission is an interpretation of Ordinance and this agreement, not to be confused with a Conditional Use approval.

- i) RV Resort / Campground including supporting office and amenities

6. **Developer Obligations.** In consideration of the exceptions to code provided by this Agreement, Developer acknowledges that certain obligations go beyond ordinary development requirements and restricts the Developer's rights to develop without undertaking these obligations. Developer agrees to the following provisions as a condition for being granted the zoning approval and exceptions under the code sought:

a) **Resort Policies.** Developer shall implement and enforce the policies provided to the City as included with Exhibit "C".

7. **City Obligations.** City agrees to maintain any public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. The City shall provide all public services to the Project, with the exception of secondary water and sewer service, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any areas owned by Developer or improvements that are required to be maintained by a third party in the Project.

8. **Payment of Fees.** The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by City.

9. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000.00) and naming the City as an additional insured. Alternatively, Developer may provide proof of self-insurance with adequate funds to cover such a claim.

10. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

11. Right of Access. Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

12. Assignment. The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. The Developer is affirmatively permitted to assign this Agreement to a wholly owned subsidiary under the same parent company.

13. Developer Responsible for Project Improvements. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. City shall have no maintenance responsibility in relation to the property owned by Developer and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection 20.b) of this Agreement, unless specifically terminated in writing.

14. Onsite Improvements. At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water improvements installed within public rights-of-way sufficient for the development of the Project in accordance with City Code.

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

To Developer:

To the City:

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

16. Default and Limited Remedies. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. In addition, the Parties have the following rights in case of default, which are intended to be cumulative:

- a) 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.
- b) The right to draw upon any security posted or provided in connection with the Project.
- c) The right to terminate this Agreement.

17. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

18. Vested Rights. The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

19. Amendment. The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

20. Termination.

a) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within five (5) years from the date of this Agreement or if Developer does not comply with the City's laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 6 and 7 of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

21. Attorneys' 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.

22. General Terms and Conditions.

a) **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.

b) **Interlocal Agreement Approvals.** This Agreement constitutes an interlocal agreement under Chapter 11-13 of the Utah Code. It shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

c) **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.

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

e) Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes and the approval of associated development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such case, this Agreement is void at inception.

f) Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

g) No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

h) 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.

i) Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

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

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

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

m) 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.

n) Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the District Court of the State of Utah with jurisdiction over Davis County, Farmington Division.

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 herein above written.

DEVELOPER

Harv Jeppsen

Print Name & Office

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2043, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is a _____ of _____, a limited liability company of the State of Utah, and that the foregoing instrument was signed on behalf of said company by an authorized signor, and duly acknowledgment to me that (s)he executed the same.

Notary Public

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2024, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation and political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

Davis County Parcel No. 08-051-0180

Legal Description: BEG AT THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH S 89°52'45" W 20.00 FT; TH N 0°01'47" E 110.00 FT; TH S 89°52'45" W 613.97 FT; TH N 21°22'38" W 148.90 FT; TH N'LY 1.70 FT ALG THE ARC OF A 57.41 FT RADIUS CURVE TO THE RIGHT (LC BEARS N 21°47'43" E 1.70 FT); TH NE'LY 18.04 FT ALG THE ARC OF A 57.91 FT RADIUS CURVE TO THE RIGHT (LC BEARS N 28°46'12" E 17.97 FT) TO A PT WH IS ON BNDRY LINE AGMT RECORDED 06/24/2019 AS E# 3168113 BK 7290 PG 1284 & AFFIDAVIT RECORDED 01/27/2020 AS E# 3220986 BK 7436 PG 296; TH ALG SD AGMT THE FOLLOWING COURSE: S 89°07'15" E 1263.81 FT; TH S 24°42'50" W 151.15 FT; TH S 11°31'43" W 91.02 FT; TH S 72°28' E 15.99 FT; TH S 28°10'09" W 54.56 FT; TH S 73°16'20" W 31.99 FT; TH N 89°32'27" W 461.09 FT TO THE POB. CONT. 6.482 ACRES TOGETHER WITH & SUBJECT TO A DESC R/W. ALSO, A TRACT OF LAND IN FEE SIT IN THE SE 1/4 NW 1/4 OF SEC 13-T3N-R1W, SLB&M, DESC AS FOLLOWS: BEG IN THE E'LY FRONTAGE ROAD R/W OF RECORD, UNDER PROJECT NO. 0067 AT A PT 33.280 M (109.19 FT) N 0°07'38" E ALG THE 1/4 SEC LINE 193.519 M (634.90 FT) N 89°52'22" W & 56.578 M (185.62 FT) N 17°23'25" W FR THE CENTER OF SD SEC 13 AS MONU WITH A COUNTY BRASS CAP; & RUN TH N 17°23'25" W 5.609 M (18.40 FT) TO A N'LY PPTY LINE; TH S 89°14'22" E (DEED OF RECORD S 89°07'15" E) 4.479 M (14.69 FT) ALG SD N'LY PPTY LINE; TH SW'LY 5.499 M (18.04 FT) ALG THE ARC OF A 17.651 M (57.91 FT) RADIUS CURVE TO THE LEFT, TO A PT OF COMPOUND CURVE (NOTE: CHORD TO SD CURVE BEARS S 28°46'14" W 5.477 M (17.97 FT); TH S'LY 0.520 M (1.71 FT) ALG THE ARC OF A 17.500 M (57.41 FT) RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SD CURVE BEARS S 18°38'39" W 0.520 M (1.71 FT) TO THE POB. CONT. 0.003 ACRES TOTAL ACREAGE 6.485 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY)

Visual of property (subject property highlighted in yellow):

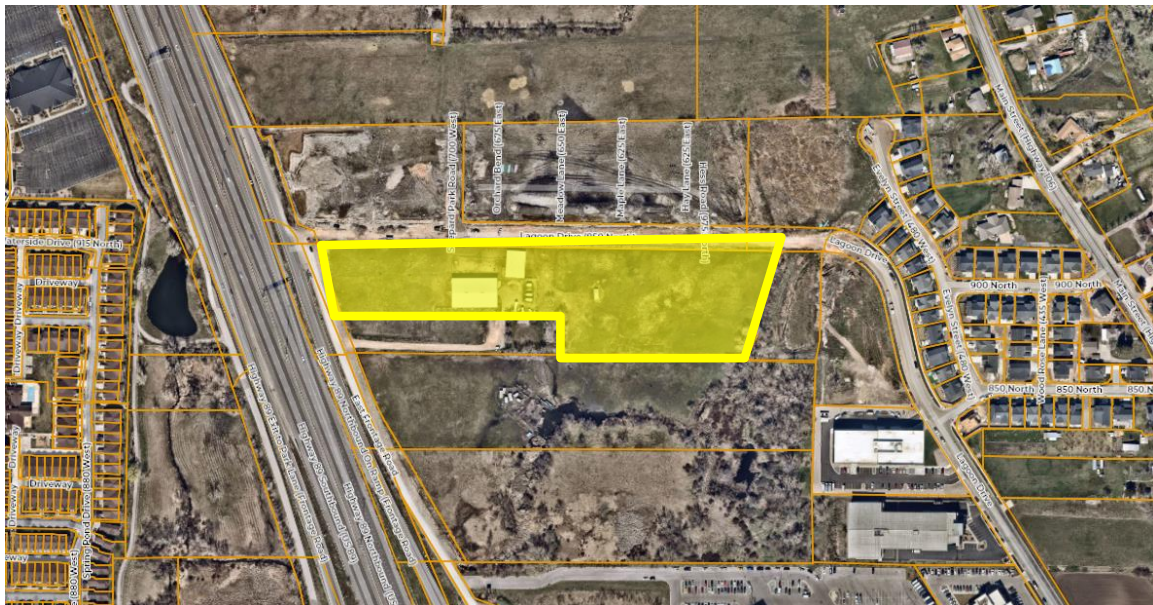


EXHIBIT "B"

GENERAL DEVELOPMENT PLAN

Artistic Rendering



Site Plan / Landscape Plan



EXHIBIT “C”

RESORT POLICIES

SPRING CREEK RV RESORT POLICIES

We want to make your stay both pleasant and comfortable. If you need any additional information, please feel free to inquire at the office.

Our resort is non-smoking; smoking is not permitted inside any building or within 25 feet of any building. Smoking is not permitted at any RV site as it can cause a nuisance to surrounding guests. Smoking is not permitted in any outdoor common-use area such as outside of the bathhouse, bowery, pickleball courts, and park. Suspicious or illegal activity will not be tolerated.

To maintain a high standard for all campers, we only accept RVs, trailers, vans, campers, & vehicles that are in well-maintained and operable condition. Your RV cannot have missing panels or parts. Spring Creek reserves the right to cancel a stay based on the overall condition of an RV upon or before arrival. All RVs must be owner-occupied.

Please help us make your stay here more enjoyable through your cooperation with the following policies and rules:

Check-In

Check-in is after 1 p.m. on the day of arrival. If you are staying during winter months, it is required that you have a heated culinary water hose and an insulated water hydrant cover to keep your water from freezing. We have these for sale in the office if needed. Packages can be sent to our office. Personal mail should not be forwarded to our office. Please obtain a PO Box through USPS for personal mail. We do not monitor the coming and going of packages and it is completely at the risk of the guest.

All RV's must be 15 years or newer. Spring Creek RV Resort reserves the right to allow RV's older than 15 years with pictures showing their good condition. All RV's must be in good condition and in working order and are subject to an approval decision being made upon arrival regardless of a prior decision based on photos. If your RV does not meet the selection criteria upon arrival or at any time during your stay, or if you provide inaccurate or incomplete information, your reservation may be rejected and your reservation may not be refunded. RV owners must have an appropriate vehicle capable of moving their RV upon request. Tent camping is not allowed.

Check-Out

Check-out before 11:00 a.m. on the day of departure. Please make arrangements prior to 10 a.m. if extending your stay is desired. Any items at your site, at the clubhouse, or on the property that are broken or damaged by any of your family or guests during your stay will be billed to your card on file to recoup any loss or damage or to make any repairs.

Payment and Cancellation Policy for 28-day Reservations

28-day Reservations must be booked over the phone. A non-refundable deposit of \$150 will be charged for 28-day reservations. 3 days prior to the start of the reservation, 100% of the remaining balance will be automatically charged to the card on file. Once the 28-day reservation begins, no refunds will be given for early departure or late arrival. A pet fee \$25 (up to 3 pets are included in this fee) will be charged.

Payment and Cancellation Policy for less than 28-day Reservations

At the time of booking, authorization will be put on the card on file. 3 days before the start of the reservation, 100% of the reservation balance will automatically be charged. No refunds will be given for late arrivals or early departures. No refunds will be given for reservations canceled less than 3 days before the stay. A 50% refund will be given for reservations canceled less than 7 days (but more than 3 days) before the stay. Guests may choose to receive a full refund in the form of resort credit to be used on a future stay if they cancel in this timeframe. No-shows will be charged the full reservation amount.

Quiet Hours

Quiet hours are from 10 p.m. to 7:30 a.m.

Tables

Limit of one (1) picnic table per campsite.

RV Guests

Spring Creek reserves the right to limit long term stays. Maximum reservation is 28 days. Spring Creek reserves the right to allow multiple 28-day reservations for long-term stays. 28-day reservations will be charged for electric use. Meter readings will be taken at the end of every 28-day reservation and will be charged to the card on file. Large-area outdoor rugs are prohibited on campsites. A small mat (24" x 24" maximum) is allowed at the base of your stairs. Winter skirting around your RV must be authorized by the office. No porches or outdoor construction allowed. Outdoor storage is prohibited. Guests must keep the site clean and organized and picked up.

Vehicles (Two vehicles allowed per site. Certain sites allow for only 1 vehicle. Vehicles can only be parked at a site if they do not obstruct the roadway. Resort Staff reserves the right to limit additional vehicles per site). A 3rd vehicle is allowed if there are stalls available. The charge for a 3rd vehicle is \$50 per month for 28-day reservations. All other reservations will be charged \$5/per day.

Vehicles must not block the road or adjacent site(s). The speed limit is between 5-10 MPH. Failure to comply with this speed limit or roadway markings may result in a forfeiture of a reservation or future reservations.

Children

Parents are responsible at all times for their children's safety and behavior. Please supervise children at all amenities and do not allow children to play in the roadway.

Laundry

The laundry room is open from 8 a.m. to 10 p.m. Please do not hang clothes on lines or on trees at the campsite. No pet washing in bathrooms.

Animals/Pets

Animals must be always kept on a physical leash and may not be left unattended at the campsite. Animals must be non-aggressive. Animals cannot be a nuisance to your neighbors. Animals are not allowed inside the clubhouse or laundry and bathroom buildings unless they are registered disability service animals. Animals may not be tethered to utility fixtures, picnic tables, trees or fences. Animal waste must be immediately picked up by the pet owner no matter where on property it does its business. Please control excessive dog barking. Dogs may be off leash when within the Dog Playground provided their owners remain in control. Pet pens/pet fencing are not allowed on sites. Please use our dog playground. Grass at sites that are ruined by pet urine to be repaired by guests. Management reserves the right to not allow your animal on the Resort property or to compel you to remove your animal from the Resort.

Restrooms and Showers

Please clean up after yourself and leave the bathrooms clean. Animals and the washing of dishes are prohibited in the restrooms.

Fires

No open wood fires allowed. Propane fire pits are allowed and also available for rent in the office. Personal charcoal and propane grills are permitted. Do not put hot coals in garbage containers. Fireworks are prohibited on the Resort premises.

Garbage

Help us stay clean by depositing all garbage in the dumpsters and garbage cans located throughout the Resort.

After-Hours Assistance/Security

Please call (801)721-8246 for after-hours and security issues. After-hours guests shall not set up during quiet hours.

Retention Ponds

Retention ponds on property at the Resort are restricted access areas. Access or entry by Guests and/or pets is strictly prohibited.

Background Checks

Long-term stays (28-day reservations) will be subject to a criminal background check at the expense of the guest. Signing this acknowledgment indicates that you have been made aware that selection criteria for a 28-day reservation may include factors such as criminal history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your reservation may be rejected and your reservation may not be refunded.

Acknowledgment of Policies

THIS RESORT IS PRIVATELY OWNED. FAILURE TO COMPLY WITH THESE POLICIES AND RULES MAY RESULT IN YOU BEING ASKED BY MANAGEMENT TO LEAVE THE RESORT WITHOUT REFUND OR RECOURSE AND/OR BY FUTURE RESERVATIONS BEING CANCELED. SPRING CREEK RESERVES THE RIGHT TO ENFORCE ITS RULES AND POLICIES AND TO REFUSE, IN ITS SOLE DISCRETION, SERVICE OR ACCESS TO ANYONE.

We reserve the right to change, amend, or otherwise modify the policies at any time. The most updated version will be available on the Resort's website. We will provide the policies to be signed at the time of booking. A guest's use of the reservation/site/amenities is an acknowledgment and acceptance of the terms, regardless of whether signed policies for that reservation have been returned to the Resort.

ARRIVAL TIMES

1:00 PM - 6:00 PM

If arriving outside of check-in times, please call to make arrangements.

AUTO-COLLECT

At the time of booking, 100% of the reservation balance will be collected. Payment for all gift certificates will also be collected. Applies to: all reservations.

SCHEDULED DEPOSIT

3 days before arrival, 100% of the reservation balance will be collected. If a reservation is booked "last-minute" (within the scheduled time frame), the initial deposit will be collected in addition to the scheduled amount. Applies to: all reservations.

CHILDREN & PETS

Children are welcome with an accompanying adult. Pets are welcome. We are pet friendly. Pets must be on a physical leash at all times and cleaned up after. 3 pets per site. We do not allow permanent pet pens at the RV site.

CREDIT CARD SECURITY

Your credit card information is stored and processed securely.

AGE OF RV REQUIREMENTS

If the age of your RV is 15 years or older, please submit current pictures showing all 4 sides for final approval of your reservation.

RV Park SWOT Analysis

RV parks are highly secure businesses from an economic standpoint. Foremost, these businesses do not require large capital expenditures outside the startup capital needed to acquire land. Beyond land, the second largest expense is usually the development or acquisition of a small house where a full time manager can reside. Outside of property taxes and utility costs, the ongoing direct expenditures to maintain an RV park or campsite property are generally minimal. Usually, a full time manager is provided with a modest salary provided that they are able to live rent-free within the onsite facilities.

Strengths

As it relates to strengths, RV parks can generate revenues in a number of different ways. First, the businesses are able to take reservations among people traveling through the target market area while providing stop-in service to unexpected vacationers. Given that most RV parks acquire substantial acreage; these businesses are often designed to accommodate influxes of businesses from time-to-time. The gross margins generated by RV parks are substantial (usually in excess of 90% depending on what the owner counts as part of their cost of goods sold).

Another important revenue center for a RV park are monthly rental and storage fees among local residents that do not keep their recreational vehicle at home. In many areas (especially in neighborhoods that have a home owner's association), many RV owners are not able to directly store their vehicles at home. These fees produce substantial streams of recurring revenue that can satisfy the underlying mortgage obligations of the RV park while providing a significant return on investment.

Finally, RV parks are able to generate ancillary streams of revenue from onsite general stores and usage of washers/driers.

Moving forward, the demand for socially distanced vacationing is expected to grow substantially. There is already a growing demand among people that would rather travel by recreational vehicle to and from vacation destinations rather than flying. It is expected that this demand will increase at least 10% per annum over the next five years.

Weaknesses

For weaknesses, RV parks and campsites do face a substantial amount of competition. Given the low startup costs associated with these businesses, it is very easy for someone who already owns a large parcel of land to simply set up a RV park (with electric and tank hook ups). As such, these businesses need to be flexible as it relates to pricing in order to compete in these markets.

Opportunities

For existing RV parks, the best way to increase revenues is to monetize every aspect of operations. This includes having a general store on site (that sells in demand travel items) as well as providing access to washers and dryers. Many RV parks also provide refills of propane.

Another opportunity for growth stems from the acquisition of additional parcels of land in order to accommodate a greater number of customers. Many RV parks focus heavily on providing storage services (during off-peak months) in order to have their revenues remain stable throughout the year.

RV park and campsite businesses generally have substantial access to capital (either via a loan or private investment) given the large amount of property that is used to secure the investment. Banks and financial institutions love to provide mortgages and working capital to RV parks given that nearly 100% of their capital is almost always secured by the land and real estate as collateral. An entrepreneur seeking to obtain capital via these methods should

have no problem sourcing capital.

A major opportunity, as it relates to marketing, is to develop an expansive online presence so that reservations can be made months in advance via a proprietary website. This ensures that fees are collected upfront. Additionally, many RV parks now use third party services in order to generate bookings so that the facilities operate at 100% occupancy at all times. Generally, a third party site charges a fee equal to 10% of the transaction. Although this is expensive, it does allow for a much higher occupancy rate with minimal marketing effort on behalf of the RV park or campsite.

Threats

Outside of competitive threats, there is really nothing that impacts the way at a RV park conducts business. Although the economy is heading for substantial economic uncertainty over the next twelve to twenty-four months, the demand for safe vacations will increase substantially. More Americans are reconsidering how they intend to enjoy a vacation as a result of the pandemic, and traveling via recreational vehicle is one of these methods. Interest rates are expected to remain near historical lows for a substantial period of time.

 admin / May 25, 2020 / SWOT Analysis / RV Park Opportunities, RV Park SWOT Analysis, RV Park Threats, RV Park Weaknesses

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ASSESSING THE ECONOMIC IMPACT OF RV PARKS ON LOCAL COMMUNITIES



JANUARY 8, 2024

RV parks have become a popular accommodation option for many travelers across the United States. These parks provide a range of amenities and services, making them an attractive option for tourists and vacationers. However, RV parks offer much more than just a place to park an RV. In fact, they can have a significant economic impact on the local communities in which they are located.

RV parks contribute to the **local economy** by increasing **tourism** and providing revenue for **local businesses**. In addition, they can create jobs and encourage **community development**. This article will explore the economic impact of RV parks on local communities in more detail, highlighting the benefits they provide to the **local economy** and community.

Key Takeaways:

- RV parks provide more than just accommodation options for travelers
- RV parks can significantly impact the **local economy** and community through **tourism, revenue generation, job creation, and community development**
- RV parks have an **economic multiplier effect**, as spending by visitors can circulate throughout the local economy and spur further economic activity
- Real-life case studies can showcase the positive economic impact of RV parks on local communities
- RV parks are a key player in promoting local **economic growth** and development

RV Parks as a Driver of Local Economic Growth



RV parks are not just a place for vacationers but also an important driver of local **economic growth**, generating revenue and creating jobs. As an industry, RV parks can contribute substantially to the local economy with visitor spending on food, entertainment, transportation, and other activities.

According to the National Association of RV Parks and Campgrounds, RV parks generate \$37 billion in direct economic output, with a total economic impact of \$114 billion.

Revenue Generation	Job Creation
RV park visitors spend money on various goods and services, such as dining, shopping, and sightseeing, creating revenue for local businesses .	RV parks directly create jobs in the hospitality industry, with positions such as campsite manager, maintenance worker, and reservation clerk.
RV park tourism can also indirectly support other local industries, from farmers supplying local produce to souvenir shops selling locally-made items.	Moreover, RV parks can indirectly create jobs in other sectors, such as farming and manufacturing, by supporting local businesses .

The revenue generated by RV parks can also lead to further **economic growth** in the community. When local businesses have more revenue, they can expand, hire more employees, and increase their contribution to the local economy. This can create a positive cycle of economic growth and development.

In conclusion, RV parks play a crucial role in driving local economic growth by generating revenue, creating jobs, and supporting local businesses. Their economic impact can be substantial, creating a ripple effect throughout the local community and contributing to the overall prosperity of the area.

The Role of RV Parks in Community Development



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RV parks play a crucial role in the development of local communities. By attracting tourists and providing them with a comfortable

to stay, RV parks can boost the local economy and support the growth of nearby businesses. The **economic multiplier effect** of RV parks has been shown to enhance the development of the surrounding area.

One of the primary ways in which RV parks contribute to **community development** is through the support of local businesses. **RV park** visitors often require supplies and services that can only be found in local establishments. This can include everything from groceries and souvenirs to repair services and entertainment options. The revenue generated by these purchases can have a significant impact on the success of local businesses. Additionally, RV parks can attract new customers to previously unknown establishments, creating opportunities for growth and expansion.

The **economic multiplier effect** of RV park tourism extends beyond just supporting local businesses. It can also enhance the overall development of the community. The spending by RV park visitors can circulate throughout the local economy, leading to increased **job creation** and greater **revenue generation**. This can result in a positive feedback loop, where the benefits of RV park tourism continue to build on themselves over time.

Furthermore, RV parks can provide a unique backdrop for community events and gatherings. By hosting festivals, concerts, and other gatherings, RV parks can bring together individuals from all walks of life, promoting cultural exchange and overall community growth. These events can also help to generate additional revenue for local businesses, further fueling the economic impact of RV park tourism.

"RV parks can attract new customers to previously unknown establishments, creating opportunities for growth and expansion."

In conclusion, RV parks play a critical role in the development of local communities. By supporting local businesses and promoting economic growth, RV parks can have a significant impact on the success of the surrounding area. The economic multiplier effect of RV park tourism can create a positive feedback loop of **job creation** and **revenue generation**, enhancing overall community development.

The Economic Impact of RV Park Tourism



One of the significant economic impacts of RV parks is their contribution to local tourism. RV parks attract visitors from all over



country and even internationally, providing a significant boost to the local economy.

The revenue generated from RV park tourism can be seen in various sectors such as lodging, food and beverage, shopping, and entertainment. RV park visitors typically spend money at local businesses, thus supporting the local economy and creating jobs.

According to a study conducted by the National Association of RV Parks and Campgrounds, RV park guests generate approximately \$10 billion in economic activity each year. Additionally, for every dollar spent by an RV park visitor, an estimated \$10-\$12 circulates throughout the local economy, which further boosts economic growth.

RV park tourism not only provides a short-term economic impact but also has long-term benefits for the local economy. As more visitors come to RV parks, the demand for local businesses and services increases, leading to the creation of more job opportunities and an expansion of the local tax base.

In summary, the tourism aspect of RV parks is a significant contributor to the economic growth of local communities. RV park visitors provide substantial revenue for local businesses, create jobs, and promote long-term economic development in the area.

Financial Benefits for Local Businesses from RV Park Visitors



RV parks are not only a source of revenue for themselves, but they also bring significant financial benefits to local businesses. When RV park visitors patronize local establishments such as restaurants, gas stations, and retail stores, they contribute to the revenue generation of these businesses.

In addition, the economic multiplier effect comes into play, as the money spent by RV park visitors circulates throughout the local economy and creates further economic activity. For example, when a local restaurant earns revenue from RV park visitors, they can use that revenue to pay their employees, who will then spend that money at other local businesses, creating a chain reaction of growth.

A study conducted by the National Association of RV Parks and Campgrounds found that RV park visitors spend an average of \$29 billion



annually in local businesses. This spending supports approximately 400,000 jobs and generates \$3.1 billion in federal, state, and local tax revenues.

It is important for local businesses to recognize the significant financial benefits that RV park visitors can bring to their establishments. By catering to the needs and preferences of RV park tourists, local businesses can attract more of them and contribute to the overall economic growth of the community.

“RV park visitors spend an average of \$23 billion annually in local businesses, supporting approximately 400,000 jobs and generating \$3.1 billion in federal, state, and local tax revenues”

Some businesses may find it beneficial to offer discounts or promotions specifically targeted towards RV park visitors to incentivize them to visit and spend money at their establishment. By doing so, they can increase their revenue and create a positive relationship with the RV park community.

Overall, the financial benefits of RV park visitors for local businesses cannot be underestimated. By recognizing and catering to this important market, businesses can contribute to the economic growth of their community and create a thriving local economy.

Employment Opportunities Created by RV Parks

RV parks have emerged as a significant source of employment opportunities for local communities. With the rise of RV park tourism, there has been a surge in demand for various services and facilities, leading to the creation of numerous job positions in different sectors.

In the RV parks themselves, staff members are needed to handle various tasks such as registration, guest services, maintenance, and security. These positions range from entry-level to managerial, providing opportunities for individuals with different levels of experience and education. Additionally, the construction and development of RV parks can result in employment opportunities for local contractors, architects, and suppliers.

Beyond the RV parks, the increased spending by tourists can also create job opportunities for local businesses. Restaurants, shops, and attractions in the surrounding area may see a boost in sales, leading to the need for additional staff such as servers, cashiers, and tour guides. The economic impact of RV parks can, therefore, trickle down to various sectors, benefiting the broader local community.

The job creation impact of RV parks can significantly contribute to the economic growth of local communities. The Bureau of Economic Analysis estimated that the outdoor recreation industry, which includes RV parks, accounted for 2.1% of the United States' GDP in 2019, contributing \$459.8 billion to the economy. As RV parks continue to thrive and attract more tourists, the industry's contribution to employment and economic growth is expected to increase.

The Economic Multiplier Effect of RV Parks

The economic multiplier effect is the phenomenon where an increase in spending in one sector of the economy leads to a more extensive impact on the overall economy. In the case of RV parks, the spending by visitors can have a considerable impact on the local economy and community development.

When RV park visitors come to an area, they usually spend money on various goods and services, such as food, fuel, and recreational activities. This spending creates a flow of income throughout the local economy, benefiting businesses and employees in different sectors. For example, RV park visitors may dine at local restaurants, shop at nearby stores, and visit local attractions, stimulating economic activity in those sectors.

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Furthermore, the economic impact of RV parks can extend beyond direct spending. As RV parks attract visitors to the area, they create a ripple effect that generates income and employment opportunities in related industries, such as transportation, construction, and maintenance. This creates a virtuous cycle where the increased economic activity creates more income, which translates into more spending and job creation that, in turn, leads to more economic growth and development.

The multiplier effect of RV parks can play a significant role in community development. As the local economy grows, it can support the development of infrastructure, education, and healthcare services, improving the quality of life for residents.

“RV parks can contribute to the economic growth and development of an area by circulating income throughout the local economy and creating employment opportunities for residents.”

Overall, the economic multiplier effect of RV parks can have a profound impact on the local economy and community development. By attracting visitors, creating jobs, and supporting local businesses, RV parks can drive economic growth and stimulate the overall development of the surrounding area.

Case Studies: Real-Life Examples of RV Parks’ Economic Impact

In recent years, many local communities have experienced significant economic benefits from the RV park industry. Let’s take a look at some real-life case studies that showcase the impact of RV parks on local economies.

Big Moose RV Park:

Category	Statistics
Tourism	Over 20,000 visitors annually
Revenue Generation	Over \$2 million annually
Job Creation	15 full-time employees, 5 part-time employees, and additional temporary staff during peak seasons
Community Development	Donates 5% of annual revenue to local community projects

Big Moose RV Park is a prime example of how an RV park can contribute significantly to the local economy. With over 20,000 visitors annually, the park generates over \$2 million in revenue and creates 15 full-time and 5 part-time jobs, as well as additional temporary positions during peak seasons. The RV park also donates 5% of its annual revenue to local community projects, which contributes to the overall development of the community.

On The River RV Park:

Category	Statistics
Tourism	Over 12,000 visitors annually
Revenue Generation	Over \$1.5 million annually

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Job Creation	10 full-time employees and additional temporary staff during peak seasons
Community Development	Partnered with local farmers to provide on-site farmer's market

On The River RV Park is another great example of how RV parks can positively impact local economies. With over 12,000 visitors annually, the park generates over \$1.5 million in revenue and creates 10 full-time jobs, as well as additional temporary positions during peak seasons. The park has also partnered with local farmers to provide a farmer's market on-site, which supports local businesses and contributes to the overall community development.

These case studies highlight the immense economic impact that RV parks can have on local communities. From generating revenue and creating jobs to supporting local businesses and contributing to community development, RV parks bring a host of benefits to the surrounding area. As such, it's vital to recognize the value of the RV park industry and invest in its growth and development for the betterment of local economies and communities.

Conclusion

RV parks have proven to be a significant driver of local economic growth, creating jobs, generating revenue, and supporting community development. The economic impact of RV parks on local communities is undeniable. Through tourism and spending in local businesses, RV parks stimulate economic growth and enhance the overall economic multiplier effect of the community.

As demonstrated through real-life case studies, RV parks have transformed local economies and contributed to the growth and development of surrounding areas. The RV park industry plays an important role in supporting the local economy, both directly and indirectly.

Given their economic significance, it is essential to recognize and support the continued growth and development of the RV park industry. Further research and investment in RV parks can ensure their sustained capacity to provide jobs and revenue for local communities. In summary, the economic impact of RV parks on local communities cannot be underestimated.

FAQ

How do RV parks impact the local economy?

RV parks have a significant impact on the local economy. They generate revenue through fees and taxes paid by RV park visitors and contribute to the growth of local businesses. Additionally, RV parks create employment opportunities and attract tourists who spend money in the community, resulting in economic growth.

How do RV parks stimulate economic growth?

RV parks stimulate economic growth through revenue generation and job creation. They bring in tourism dollars, which boost the local economy, and create jobs in various sectors such as hospitality, food services, and outdoor recreation. This influx of revenue and employment opportunities helps drive economic growth in the area.

What is the role of RV parks in community development?

RV parks play a crucial role in community development. They attract visitors who support local businesses, leading to increased economic activity and the growth of the community. Furthermore, the economic multiplier effect of RV parks ensures that the benefits of their presence extend beyond the immediate vicinity, positively impacting the overall development of the community.

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How does RV park tourism impact the local economy?

RV park tourism has a positive impact on the local economy. It brings in a steady stream of tourists who spend money on accommodations, dining, shopping, and recreational activities, thereby boosting local businesses and generating revenue. This increased economic activity contributes to the overall growth and prosperity of the area.

What financial benefits do local businesses derive from RV park visitors?

Local businesses benefit financially from RV park visitors in various ways. These visitors often patronize local restaurants, stores, and entertainment venues, resulting in increased sales and revenue. Furthermore, the economic multiplier effect ensures that the spending by RV park visitors continues to circulate throughout the local economy, benefiting a wide range of businesses.

How do RV parks create employment opportunities?

RV parks create employment opportunities in several sectors. They require staff members to oversee the operations of the park, such as managers, maintenance workers, and administrative personnel. Additionally, the presence of RV parks attracts tourists and promotes the growth of other industries, leading to job creation in areas like hospitality, retail, and tourism-related services.

What is the economic multiplier effect of RV parks?

The economic multiplier effect of RV parks refers to the phenomenon where the spending by RV park visitors has a ripple effect throughout the local economy. When visitors spend money on accommodations, dining, shopping, and activities, that money circulates and multiplies as it is spent again within the community. This creates additional economic activity, stimulates further spending, and enhances the overall economic impact of RV parks.

Could you provide some real-life examples of RV parks' economic impact?

Certainly! There are numerous real-life examples showcasing the economic impact of RV parks. For instance, the [RV Park Name] in [City, State] has revitalized the local economy by attracting tourists, supporting local businesses, and creating jobs. Similarly, the [RV Park Name] in [City, State] has transformed a once-declining community into a thriving tourist destination, benefiting both residents and entrepreneurs.

In conclusion, what is the overall economic impact of RV parks on local communities?

In conclusion, RV parks have a substantial economic impact on local communities. They stimulate economic growth through revenue generation, job creation, and the attraction of tourists. By supporting local businesses and generating revenue, RV parks contribute to the overall development of the community. The economic multiplier effect ensures that the benefits of RV parks extend beyond the immediate area, creating a positive economic ripple effect throughout the local economy.



RV Park Industry Statistics - RoverPass 2024 Blog

RoverPass

RVs have always been an integral part of North America's vibrant traveling culture. Yet in recent years, as travel preferences evolve and a growing number of individuals seek unconventional and adventurous vacation options, RV parks have emerged as a preferred choice for many travelers.

But what does the landscape look like in 2023? Today, the RV park industry is more relevant than ever. With increasing emphasis on flexibility, personal space, and the pursuit of outdoor experiences, RV parks have become a focal point for both leisure travelers and long-term nomads.

Moreover, the ongoing global shifts in travel patterns have further cemented the RV park industry's role as a vital part of North America's economic framework.

Whether you're an RV park owner, an aspiring entrepreneur, or just curious about the current state of this fascinating industry, this comprehensive analysis of the RV park industry statistics will provide you with valuable insights and actionable guidance.

Overview of RV Park Industry Statistics

The market trends shaping the RV park industry in 2023 are multifaceted. From technological advancements to changes in consumer behavior, the industry is adapting and evolving to meet the demands of a new era.

Here are some general statistics about the size, growth, and trends of the RV park industry in North America:

Industry Growth

In 2023, there are more than 15,000 RV parks and campgrounds in the US and Canada, a 1.7% increase from 2022. In fact, the number of businesses in the industry has experienced a steady growth of 1.7% per year on average over the five years between 2018 – 2023. As oil supply levels normalize and prices fall, the industry is expected to keep growing in the next five years.

The steady growth of the industry shows that the RV park industry is a large and diverse sector that offers a variety of options for travelers and campers. Though there is a lot of competition among RV park owners and operators, the RV Park industry in the US has a low market share concentration.

Market Size and Revenue

The most recent data from Statista revealed that the market size of the RV park sector in the United States totaled 6.38 billion U.S. dollars in 2021, up from the previous year's size of 5.93 billion U.S. dollars. For 2022, Statista predicted that the sector would keep growing, reaching 7.01 billion.

Market Growth

The RV industry has seen a steady increase in sales since 1980, with a remarkable surge in demand since 2009. The year 2021 was a historic one for RV makers, as they delivered 600,240 units. The sales in 2022 dipped slightly from the peak in 2021, but still outperformed the previous two years.

The number of households that own an RV has grown by more than 60% in the past two decades, reaching 11.2 million in 2021, while an RV purchase is on the agenda for approximately 13% of households within the next five years.

Additionally, and according to Wakefield Research, 61% of Americans plan to take an RV road trip or vacation in 2023, a significant rise from the previous year, when 48% did.

All these numbers indicate that there is clearly an increasing demand for RV travel and camping, especially in the past few years as the travel behavior and preferences of many people changed.

RV park owners and operators can take advantage of the opportunity to offer a safe, comfortable, and affordable alternative to other forms of accommodation.

Occupancy and Length of Stay



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In the US, the average occupancy rate for RV parks is somewhere between 60 and 70%, but it can vary widely, depending both on the season and location.

On average, guests spend around 2.5 to 3.5 nights at an RV park, with more guests staying over on weekends and holidays than on weekdays.

The RV park industry has a strong demand and a loyal customer base that enjoys spending time in nature and exploring new places. However, there are still opportunities to increase the length of stay and repeat visits of RV park guests, by offering incentives, discounts, or value-added amenities.

Seasonal fluctuations and regional variations in the RV park market require careful planning and management to optimize occupancy and revenue.

Customer Demand

For a large portion of campers, having internet access is a crucial criterion when selecting an RV park, as shown by the 39.3% of them who strongly affirm this preference. This statistic reveals that RV parks should provide this amenity to their guests, as many campers want to have access to the internet.

Demographics and Digital Innovation

There has been a significant shift in the demographics of the industry. The average age of a first-time RV buyer is now 32 years old. Millennials and Gen Zers are becoming more and more interested in RVs and will likely continue to increase their share of the market for years to come.

According to a survey by the RVIA, millennials were the largest group of buyers, with 38%. Gen X buyers came second with 31%. Baby boomers, on the other hand, only made up 22% of the buyers.

This data reflects that the RV park industry has a broad appeal and the potential to expand its customer base to include different segments of the population. It also indicates that there is a growing interest and involvement of younger generations in RV travel and camping, which can expand the customer base and the market potential of the RV park industry.

This radical shift in demographics should also encourage RV parks to accelerate their digital initiatives to adapt to the new paradigm. From a high-quality website that can function as an effective online forefront to social media and email marketing campaigns that attract new guests, building a strong online presence is now crucial to achieve success in the RV park business.

In the digital era, websites are the key to attract new customers to any business. But you need to be prepared to compete for the attention of users, since it takes a blink of an eye (actually an average of 50 milliseconds) for a user to decide whether they like your site or not, and if they'll stay or leave.

Aware of how important it is for RV parks to have a website that stands out online and boosts their income, we created Roverpass Premium Website Builder, a service that lets our team of professionals create a website that showcases your unique features.

You can also integrate your website with our campground reservation software, so you can sell your services around the clock in a simple and convenient way.

Read on to acquire more insights into the exciting RV park industry!



**RV Industry Association
Campground Industry
Market Analysis**

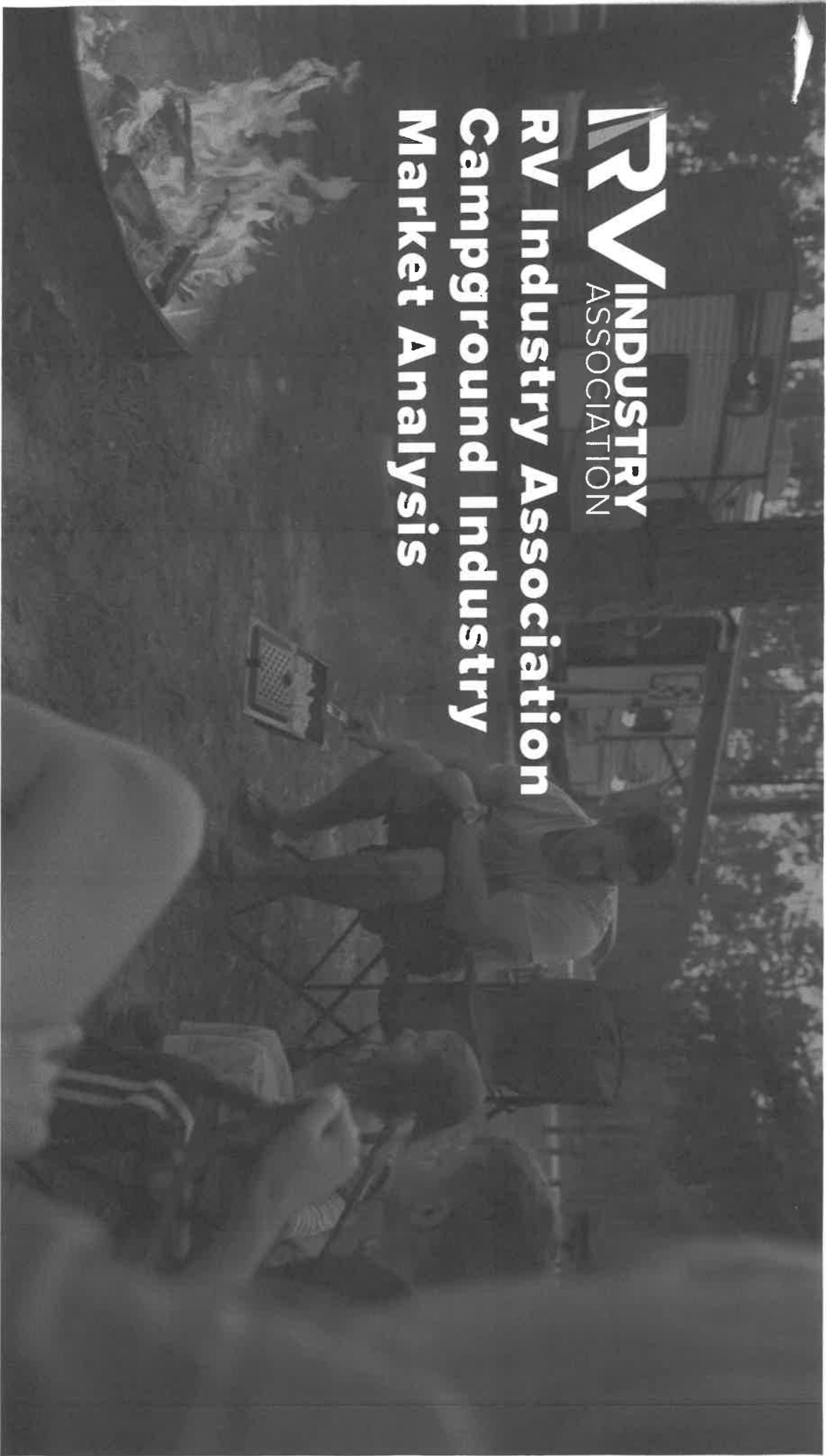


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1. Engagement
Objective



Engagement Objective

To develop and execute a comprehensive campground inventory research project focused on tracking federal, state, and private campground inventory.

This report has for the first time quantified the scope and profile of the U.S. campground inventory. The research and study findings can play an important role in understanding and elevating the campground industry within the outdoor hospitality industry.



1. Engagement Objective



2. Industry Trends



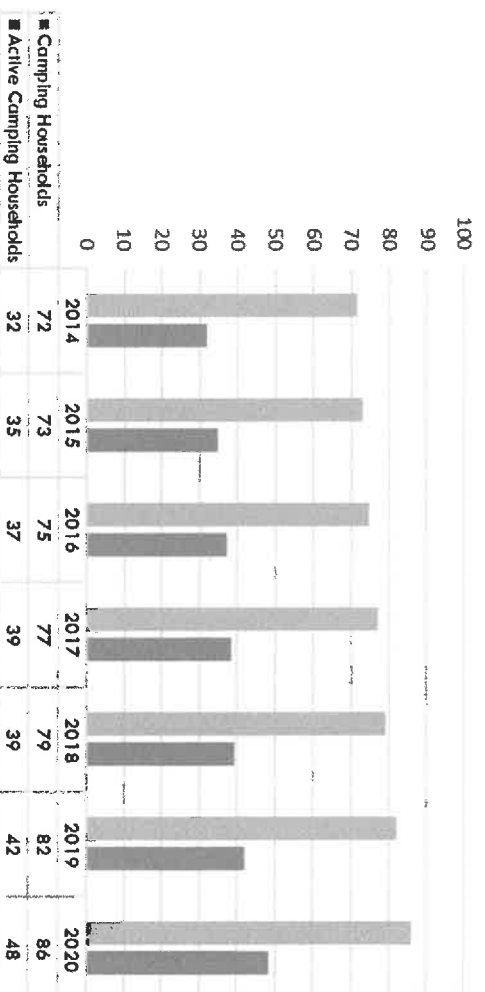
Industry Trends

There are an increasing number of market demand indicators supporting the need for expansion and improvement of the nation's inventory of campgrounds and specifically RV campsites. The following pages provide data and analysis from multiple research sources. CHMGS presents data collected from the 2021 North American Camping Report sponsored by KOA, RV Industry Association Market Surveys, and IPSOS 2021 Go RVing Owner Demographic Profile. Combined, these sources provide insight to supply and demand indicators supporting additional campground development needs in the United States. The data clearly indicates that both the public and private campground sectors within the "Outdoor Hospitality" industry, need to continue to grow/expand and redevelop their supply of facilities to keep pace with consumer demand.

Industry Trends

- Longitudinal data provided within the 2021 North American Camping Report, sponsored by KOA, indicates that Camping Households have increased at a Compound Annual Growth Rate (CAGR) of three percent over the last seven years. The number of Active Camping Households has increased at a CAGR of 7.1 percent which is over twice that of the Camping Households. This means that the both the size and the depth of the camping demand is growing.
- Camping trips made by households have increased from 68.5 million in 2014 to 105.6 million over the last seven years. This equates to a CAGR of 7.5 percent over this period.
- This data would indicate that if the campground supply is presently at capacity, then supply would need to increase at a rate of seven percent per year to keep pace with current levels of demand growth.

Camping Demand (Millions) 2014 to 2020



Industry Trends

- The 2021 North American Camping Report, provides insight to the locations in which camping demand is occurring. The demand data reflects campers' interest in different types of camping experiences as well as settings.
 - The data indicates that camping occurs in a variety of locations outside of a traditional campground setting. It also profiles the importance of both the public and the private sector in accommodating camping demand.
 - The 2021 North American Camping Report also profiles preferred camping accommodations for 2020. The data indicates camping type preferences as follows:
 - Tent: 64%
 - RV: 25%
 - Cabins: 10%
 - Other: 1%
- This data supports the need for a variety of campground site types.

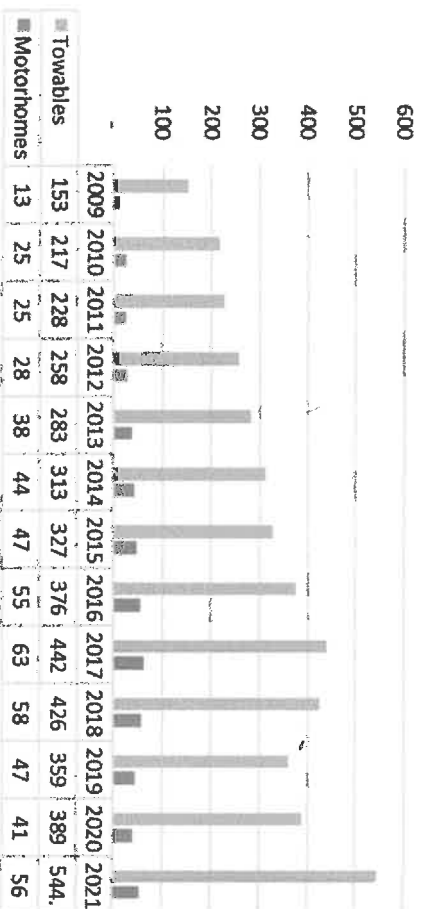
DEMAND: Camper Nights by Location 2020	%
Privately owned campgrounds	23%
National Park campgrounds	21%
State Park campgrounds	22%
National Forests	3%
Municipal campgrounds	1%
Back Country or Wilderness Areas	6%
Parking lots such as Wal-Mart or roadside areas	1%
Dispersed/boondocking on public land	5%
Privately owned land such as your own, a friend or family members other than a campground host, etc.)	10%
Privately owned land that is part of a listing of private land owners (e.g., HipCamp, Harvest Host, etc.)	8%
Total	100%
RVIA Campground Market Inventory Sample - Camper Night Demand	71%
Excluded from RVIA Campground Market Inventory Sample - Camper Night Demand	29%

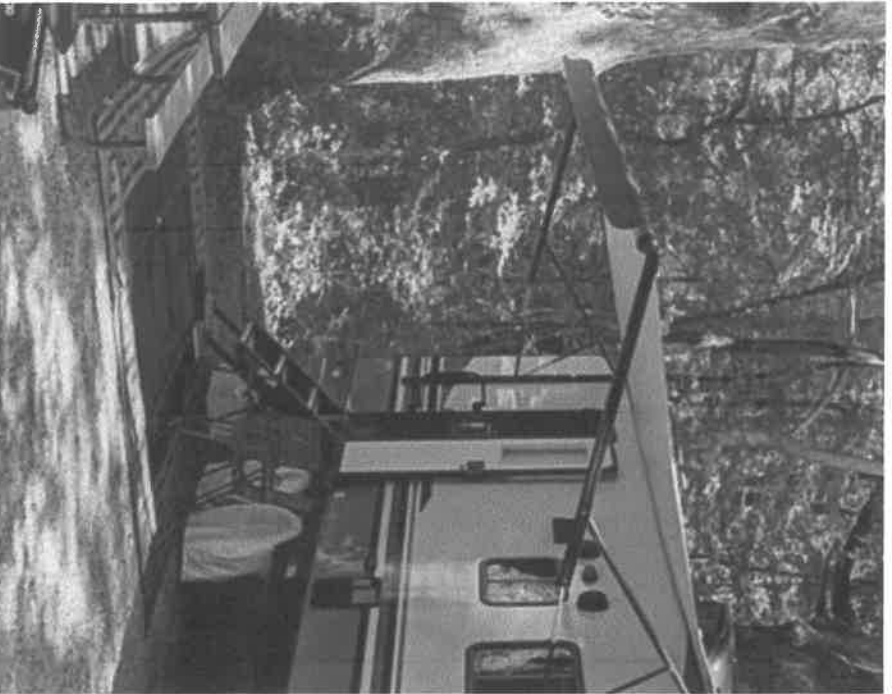
Source: 2021 North American Campground Report, sponsored by KOA

Industry Trends

- RV wholesale shipments have increased at a CAGR of 11.1 percent over the last thirteen years (i.e., 2009 to 2021). Over 90 percent of the shipments were in the Towable category with Conventional RV's representing approximately 78 percent of this supply and growing at a CAGR of 12.6 percent during this same period.
- The RV Industry Association reported that 600,200 units were shipped in 2021, which represents the highest level of shipments in history.
- The Go RVing 2021 RV Owner Demographic Profile report estimates there are approximately 11.2 million households that own RVs. This figure represents approximately 8.7 percent of total U.S. households. This percentage has increased from 7.4 percent of U.S. households in 2011.
- Simply stated, the historical growth rate of RV shipments, and increase in RV ownership and RV sharing all contribute to a need to understand if there is an adequate supply of campsites to accommodate RV campground demand.

RV Wholesale Shipments (Thousands) 2009 to 2021





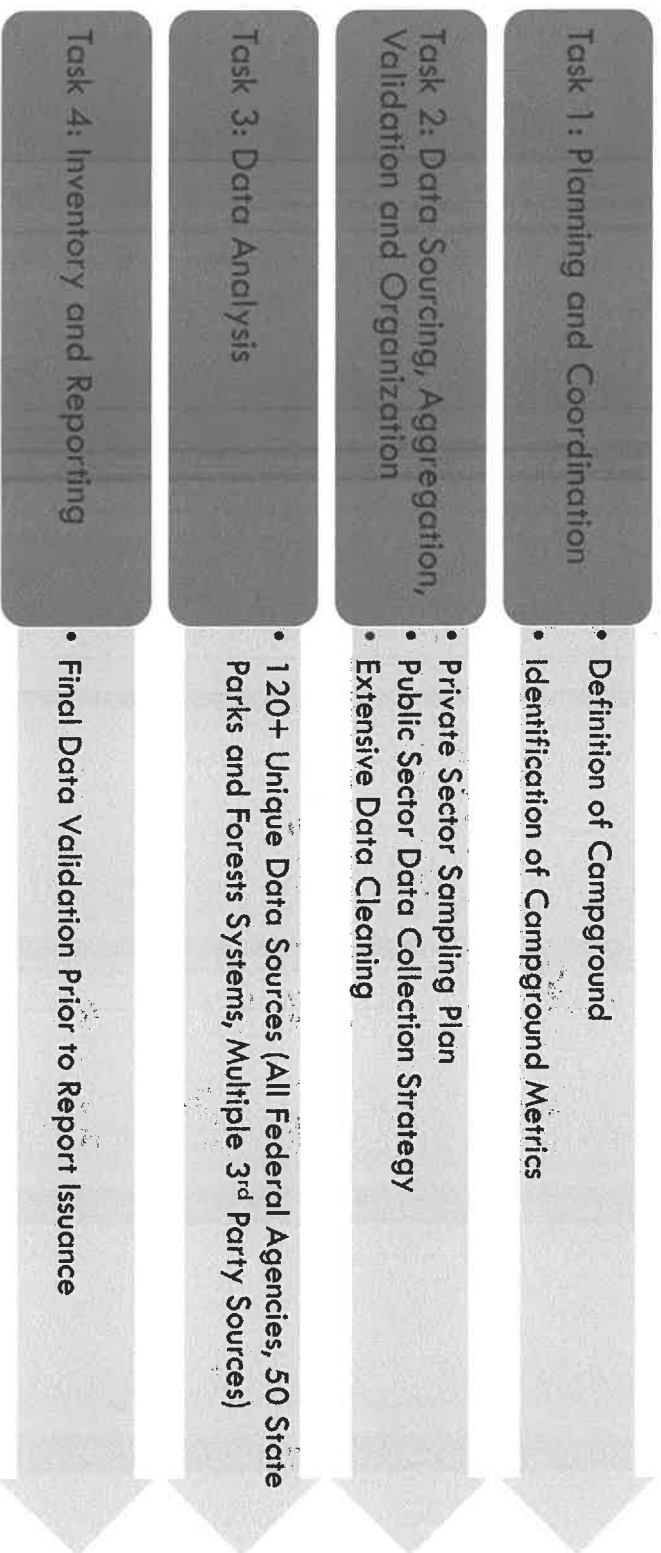
3. Project Methodology

Project Methodology

CHM Government Services developed and executed the project methodology on behalf of the RV Industry Association. CHMGS is a national consulting firm focused on serving the research and analysis needs of public and non-profit entities who own, manage, or provides services in support of recreational and hospitality assets. For this engagement, CHMGS engaged two project partners ("CHMGS team"); SOM and Data Crunch. SOM was responsible for the private sector supply survey analysis and Data Crunch collaborated with CHMGS to aggregate and develop data dashboards for the findings. The Appendix provides additional information on these organizations.

CHMGS developed the project methodology based upon their understanding of the availability of campground supply data. Provided on the next page is an overview of the four project Tasks conducted by the CHMGS team. Following this graphic is a description of the project methodology.

Project Methodology: Task Elements



Project Methodology: Task 1

Task 1: Planning and Coordination

Task 1 required the CHMGs and RV Industry Association to develop a “Campground” definition and identify campground supply metrics for evaluation.

Definition of Campground for Engagement Purposes

CHMGs and the RV Industry Association identified that the supply should comprise campgrounds where the largest percentage of camping demand is accommodated. Specifically, CHMGs focused on identifying the inventory of campgrounds and campsites at the locations where approximately 71 percent of camping demand occurred in 2020 (i.e., see page 9) and where supply data could be reliably gathered. CHMGs and the RV Industry Association identified the following as the campground definition for this engagement.

1. Demarcated parcel of land managed by an entity
2. Vehicle access (e.g., paved, dirt, gravel, etc. to facilitate access)
3. Defined site for an individual or family (e.g., tent, RV, yurt, cabin, etc.)
4. Basic infrastructure (e.g., potable water and vault toilet minimum standards)
5. May include a site fee
6. Excludes: Backcountry, Hike-in, Boat-in Sites, Boondocking or Parking Lots, Privately Owned Sites that are part of listing of private landowners

This campground definition corresponds closely with the NAICS Code (721211) for campgrounds: “This U.S. industry comprises establishments primarily engaged in operating sites to accommodate campers and their equipment, including tents, tent trailers, travel trailers, and RVs (recreational vehicles). These establishments may provide access to facilities, such as washrooms, laundry rooms, recreation halls and playgrounds, stores, and snack bars.”

Project Methodology: Task 1 (Con't)

Task 1: Planning and Coordination

Campground Supply Metrics

CHMGs and the RV Industry Association identified the campground supply metrics for data analysis for the private and public Campground Market Study. The Appendix provides definitions of these metrics. The metrics selected and collected include:

1. Number of Sites
2. Type of Sites (e.g., Tent, RV, Cabin/Yurt, Horse, Group, etc.)
3. Length of Sites (e.g., ft.)
4. Design of Site (e.g., Pull-Through, Parallel)
5. Hookup Type (e.g., Electric, Water, Sewer, Cable)
6. Electrical Amperage
7. Other RV Services (e.g., RV Rental, Repair or Storage)
8. Toilet
9. Shower
10. Water Availability
11. Camper Store
12. Reservation

Project Methodology: Task 2

Task 2: Data Sourcing, Aggregation, Validation, and Organization:

CHMGs and the RV Industry Association agreed that the data gathering approach to Task 2 would differ for the public and private sector supply. The public data gathering would include all available data sources to create a "Universal" supply. The private sector data would be a "Sample" of the available campground supply. Information on approaches for each sector follows.

Public Agencies Inventory

1. **Federal Agencies:** National Park Service, U.S. Forest Service, U.S. Army Corps of Engineers, Bureau of Land Management, Bureau of Reclamation, U.S. Fish and Wildlife Service, Tennessee Valley Authority
2. **State Parks/Forests:** 50 State Park Systems and relevant State Forest systems
3. **Municipal Agencies:** City and Counties, Public Authorities and Utility providers

Public Agency Data Challenges

1. **Campsite Terminology:** Categories/definition of sites (e.g., primitive, walk in, hike in) not standardized. Therefore, CHMGs conducted significant data review and evaluation in order to determine the relevancy of including a campground/campsite.
2. **Campsite Attributes:** Attributes were grouped not sorted in databases. This required significant data cleaning and organization to feed the campground supply data base (e.g., type of site, amperage, design of site).
3. **Federal Data Standard:** There was no consistency in federal camping data terminology and/or data bases. In some cases, federal data sources did not match federal web pages information sources.
4. **State Park and Forest Data:** Different reservation reports for state parks and forests due to differing reservation system providers. No state park data standards within reservation systems.

Within the public sector, for Federal locations, (e.g., National Forest, U.S Army Corps of Engineers, National Park Service) CHMGs considered campgrounds with different names as unique, even if they were in the same federal unit. For example, within National Forests and/or National Parks, there can be multiple campgrounds. Each campground within these units is a separate campground for purposes of this analysis.



Project Methodology: Task 2 (Con't)

Task 2: Data Sourcing, Aggregation, Validation, and Organization

Private Data Gathering

SOM, on behalf of CHMGS, was responsible for the private sector data sampling strategy. SOM identified a data sampling plan that included web data scraping, review and then validation of data available on private sector campground websites.

SOM/CHMGS identified that the best and most relevant sampling source should be the Dun & Bradstreet contact listing of 9,921 campgrounds classified under NAICS Code 721211: RV Parks and Campgrounds. The sample would be representative of the universal portfolio estimated to be 12,290 campgrounds in the U.S. The Appendix provides details on the sampling plan.

The sample size of 1,064 reflects the geographical distribution of campgrounds as well as size of campgrounds as reflected by # of employees. The sampling plan results in a 95 percent confidence level with a Margin of Error of +/- 3 percent for campgrounds having one of the attribute types. The average campground size has a Margin of Error of +/-6.6 percent. The Appendix provides additional information on the Margin of Error on other site attribute averages.



Project Methodology: Task 3 and 4

Task 3: Data Analysis

CHMGS reviewed all public data sets and removed data elements that did not align with the campground definition determined for this study (e.g., backcountry, some primitive and hike and boat in). CHMGS notes that in many cases public data sources did not include all attribute variables. CHMGS created data cross walks between the public (e.g., federal, state and municipal) data sources and the sought to standardize between public and private research findings. CHMGS's data partner, Data Crunch, then undertook further data cleaning/validation and analysis and used Tableau to aggregate data sources. The Appendix provides information on the public data source availability.

Task 4: Inventory and Reporting

CHMGS and its data partner Data Crunch developed Tableau dashboards for reporting the campground supply inventory. The Tableau dashboards identify the relevant metrics by the source (e.g., Public vs. Private) of the campground supply. The following section presents the research findings.



4. Research Findings

Private vs. Public Campgrounds Comparison

Private Public Private sample = 1,064 campgrounds | Public is not sampled

Share of Total Campgrounds Share of Total Campsites



	Private	Public	Totals
Campgrounds	12,290	15,119	27,409
Campsites	1,520,000	607,014	2,127,014
RV sites	1,400,000	264,861	1,664,861
Avg. Campsites / Campground	124 sites	40 sites	78 sites
Median Campsite length	60 ft.	45 ft.	53 ft.

Private Campgrounds by Region



West	30%	(3,674)
Midwest	21%	(2,605)
South	37%	(4,577)
Northeast	12%	(1,434)

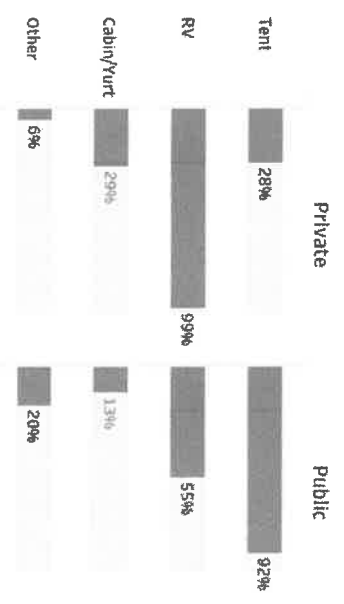
Public Campgrounds by Region



West	49%	(7,415)
Midwest	27%	(4,011)
South	20%	(3,062)
Northeast	4%	(631)

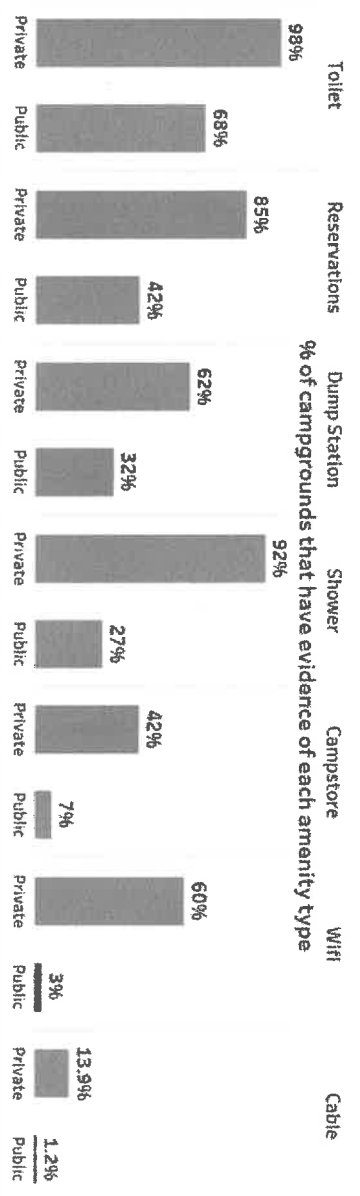
Supported Campsite Types

% of campgrounds that have evidence of each campsite type



Amenities

% of campgrounds that have evidence of each amenity type

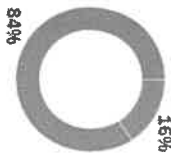


Private Public Private sample = 1,064 campgrounds | Public is not sampled

Share of Total RV Campgrounds

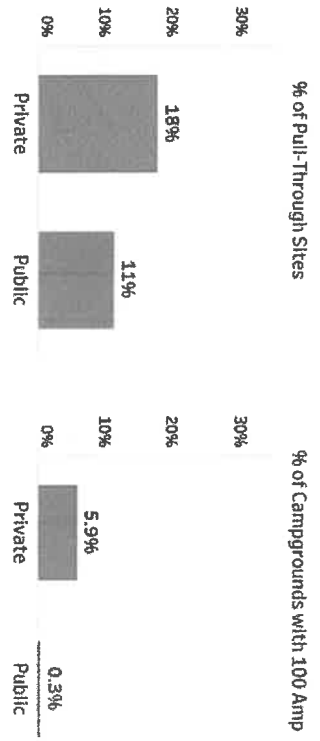


Share of Total RV Campsites

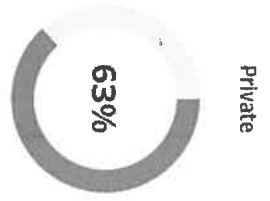


	Private	Public	Totals
Campgrounds with RV sites	12,118	8,349	20,467
RV sites	1,400,000	264,861	1,664,861
Avg. Campsites / Campground	116 sites	32 sites	81 sites

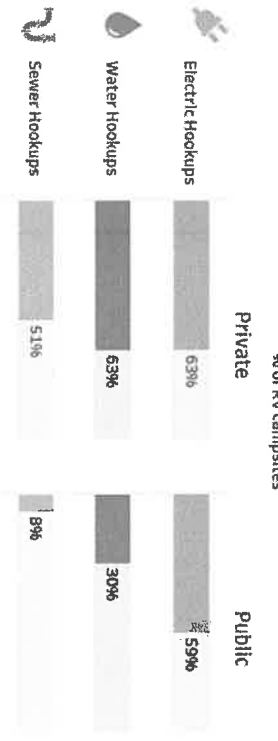
RV Amenities



RV Hookups





Hookup Type Breakdown



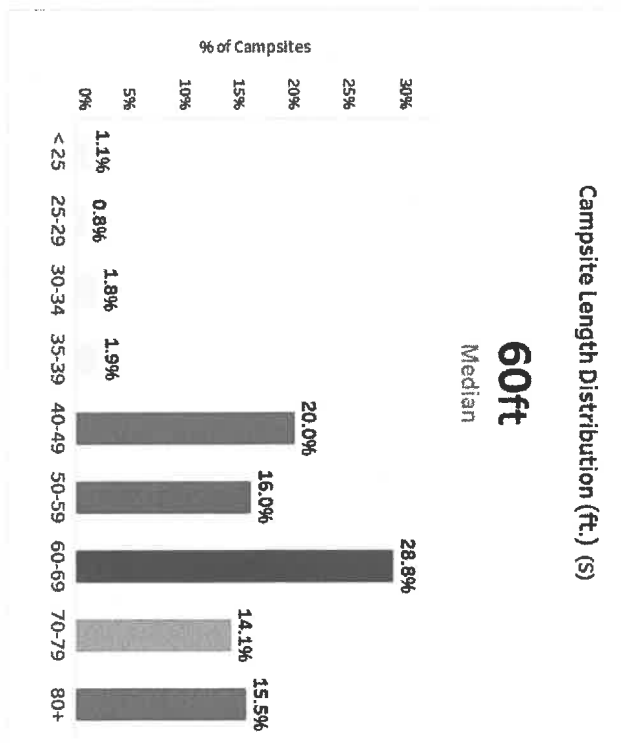
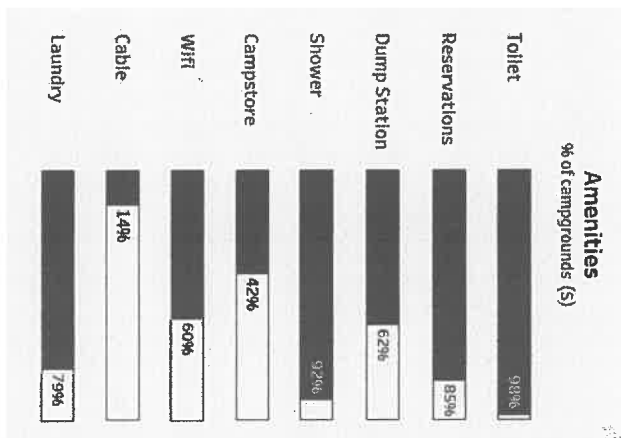
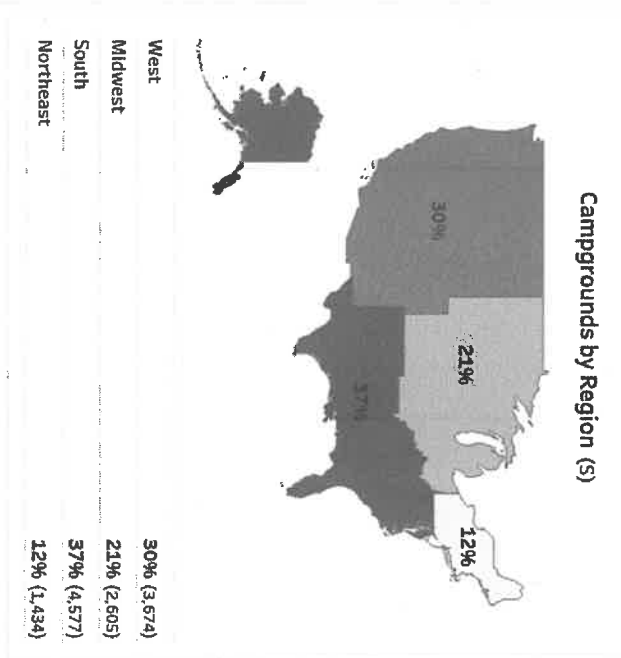
Municipal data not included in Public data for RV hookups.

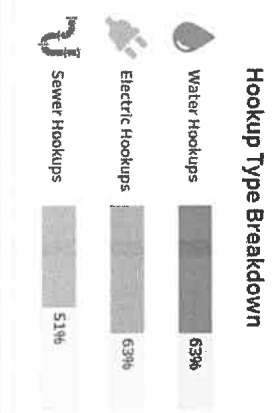
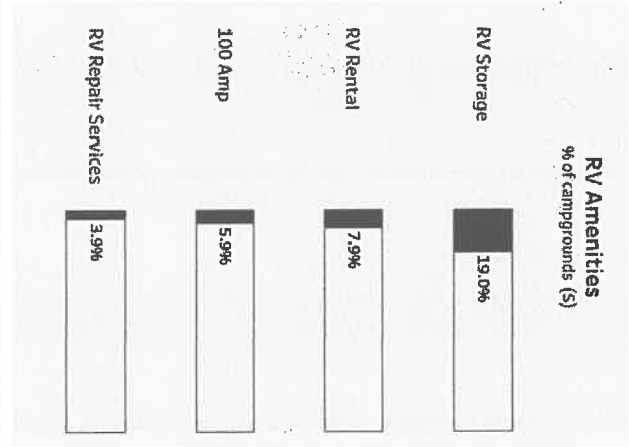
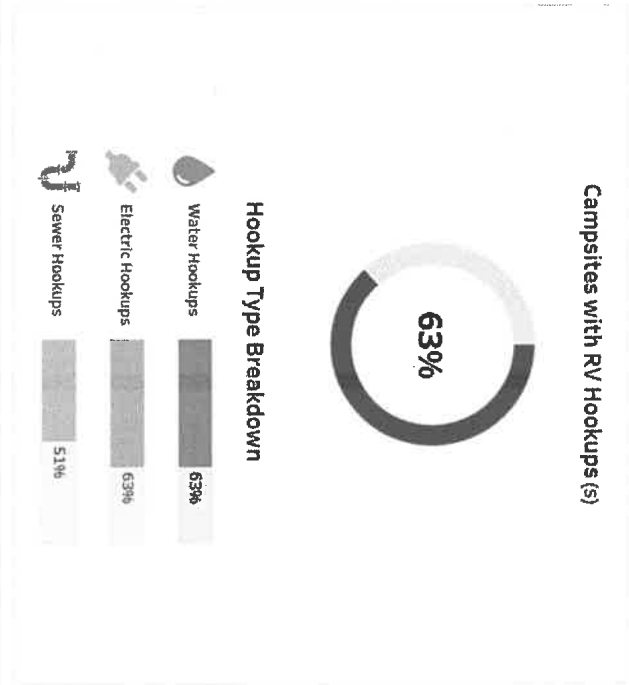
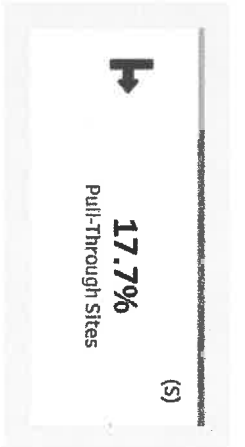
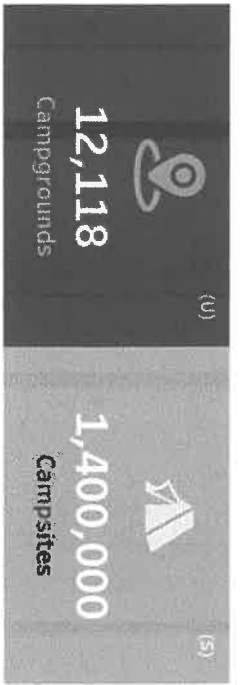
(U) = Universe, (S) = Sample n = 1,064

 <p>12,290 Campgrounds</p> <p>(U)</p>	 <p>1,520,000 Campsites</p> <p>(S)</p>
---	--


Supported Campsite Types (S)
% of campgrounds that have each campsite type

 28% Tent	 99% RV	 29% Cabin/Yurt	6% Other
--	--	--	--------------------






(U) = Universe, (S) = Sample



15,119
Campgrounds



607,014
Campsites

Supported Campsite Types (S)
% of campgrounds that have evidence of each campsite type



92%
Tent



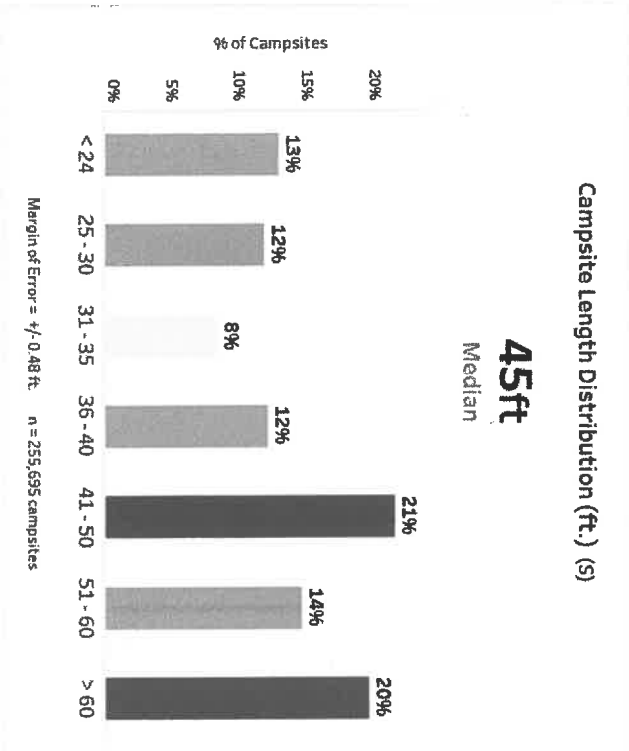
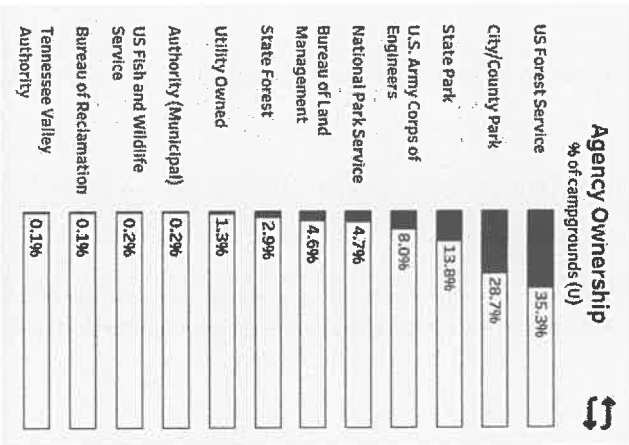
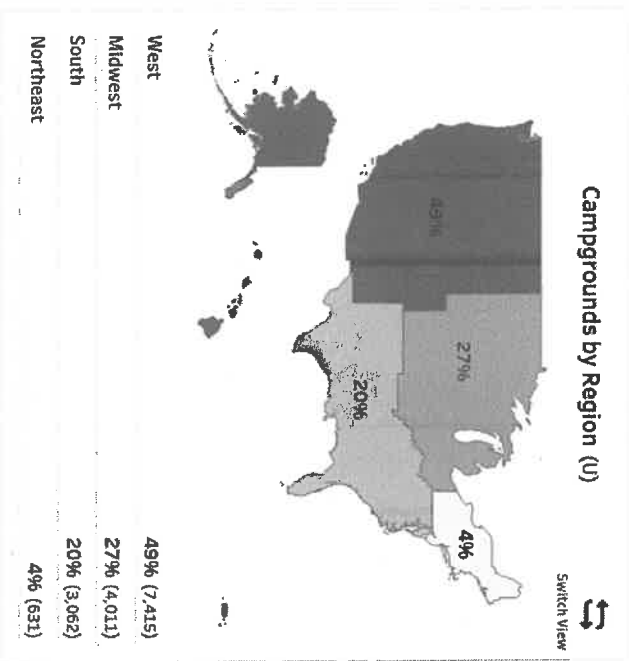
55%
RV



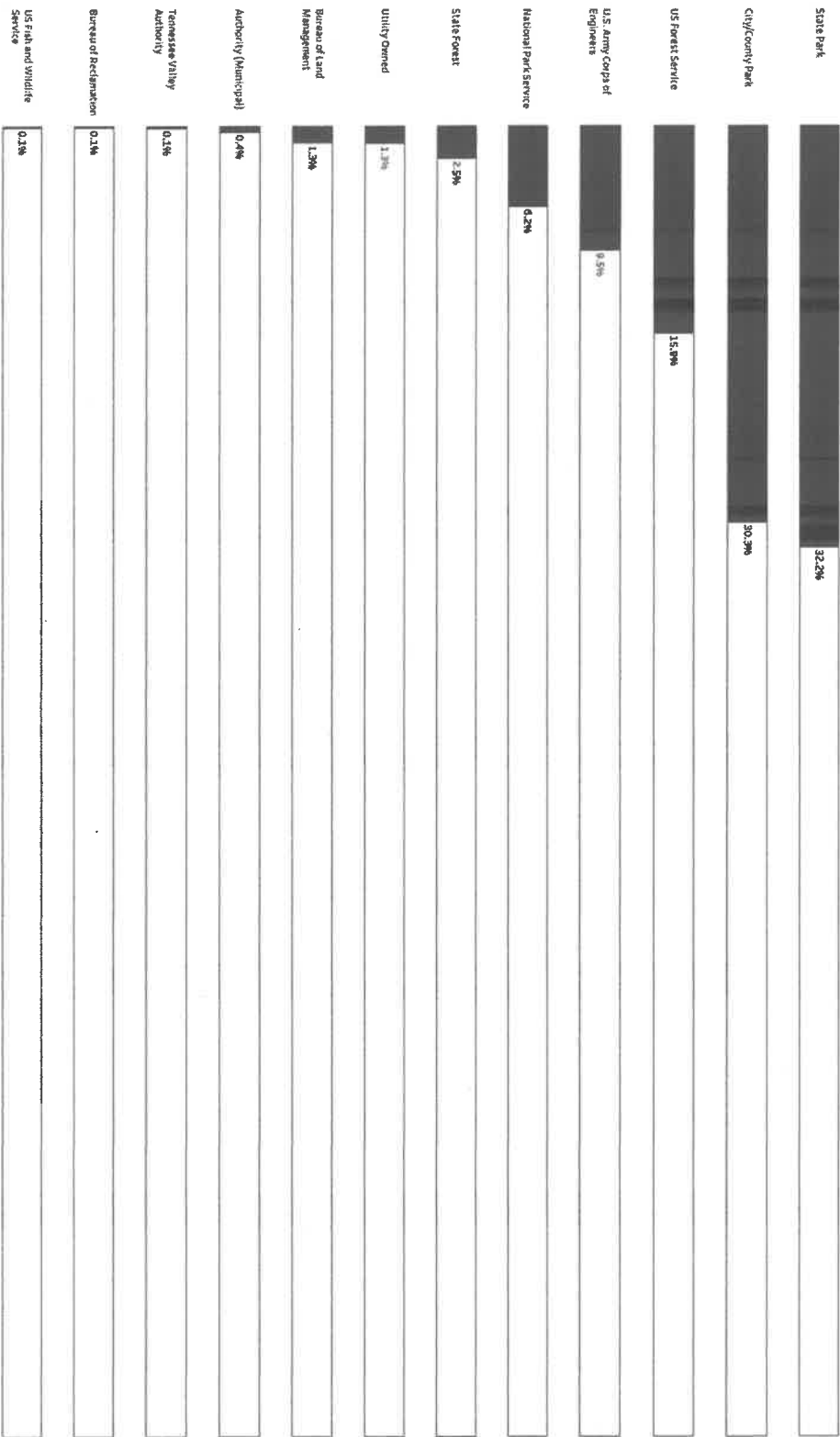
13%
Cabin/Yurt



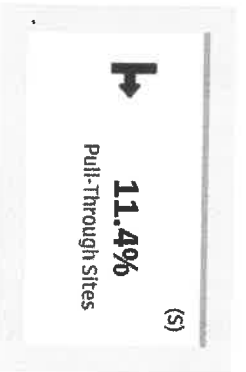
20%
Other



Agency Ownership % of campsites

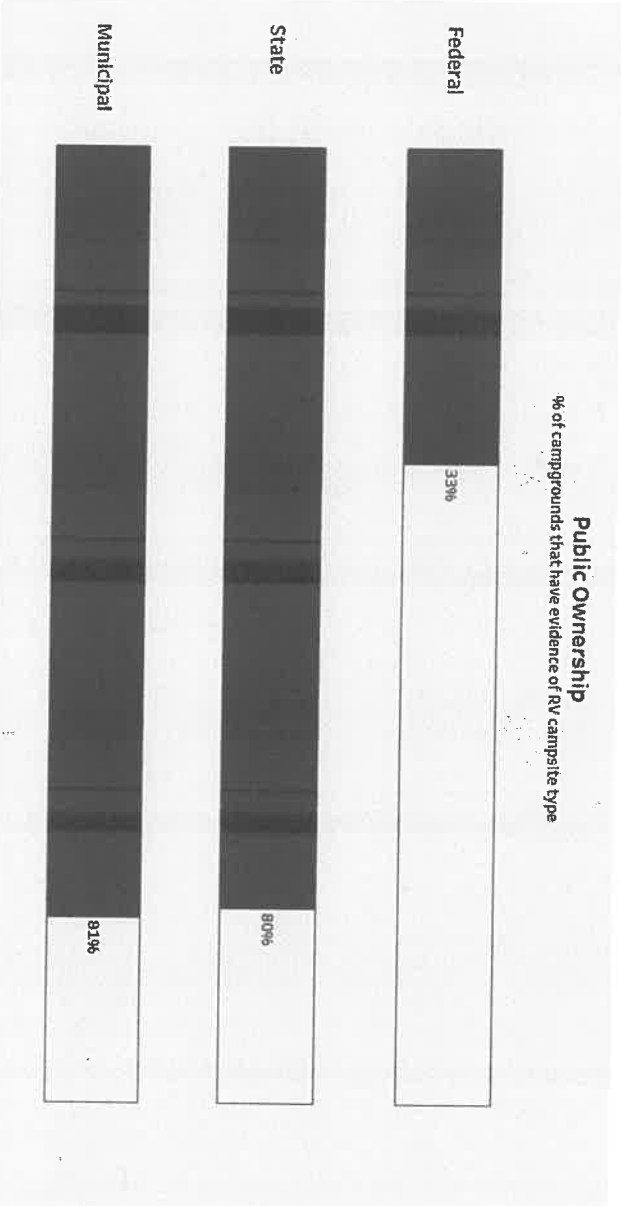
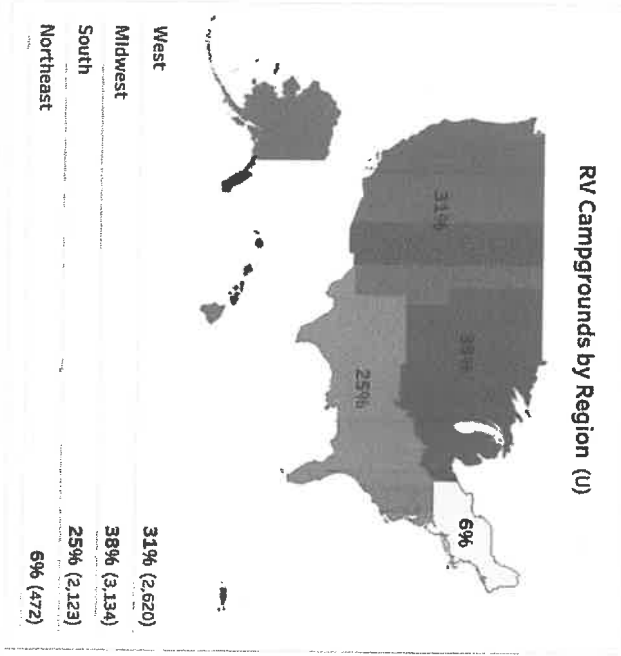
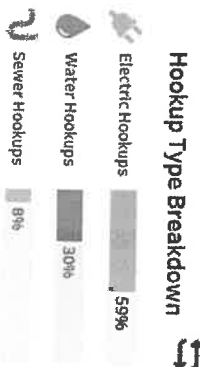


(U) = Universe, (S) = Sample



n = 238,992 campsites

Municipal data not included for RV hookups.



CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Consider vacating a portion of the 300 North Street and 200 West Street right-of-way commonly known as Lagoon Lane

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: September 3, 2024

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Assistant Community Development Director
Date: 9/3/2024
Subject: Consideration of an ordinance vacating a certain portion of the 300 North Street and 200 West Street right-of-way commonly known as Lagoon Lane. (STR-3-24).

RECOMMENDED MOTION

Move that the City Council approve the proposed ordinance vacating a portion of Lagoon Lane.

Findings:

1. The City Council has previously agreed to the vacation of this section of street. The included enabling ordinance completes a long-standing agreement with Lagoon.
2. The vacation of the right-of-way as identified represents the way that the property is currently being used.

BACKGROUND

A recent project proposal along 300 North Street has brought to city staff's attention the need to clean up property lines or right of way as it relates to Lagoon Lane.

In performing research to determine how to best approach the issue, an old agreement was found wherein Farmington City and Lagoon had agreed to do some land swapping already, but the swap had never been formally completed or recorded. For many years both parties have been utilizing ground in the manner contemplated by the agreement.

Staff has visited with Lagoon to confirm their interest in cleaning up property lines and recording the required documentation to formalize the intended property swap. The attached ordinance will vacate those portions of the 300 North and 200 west right of way at the end of their respective cul-de-sacs and convey the property which is already gated or fenced off for use of Lagoon to them. Lagoon in turn will dedicate the areas currently being used as public right-of-way formally to the city. These areas from Lagoon to the City consist primarily of the cul-de-sacs at the end of each street.

Respectfully submitted,



Lyle Gibson
Assistant Community Development Director

Review and concur,



Brigham Mellor
City Manager

Supplemental Information

- a. Enabling Ordinance
- b. 1992 agreement between Farmington City and Lagoon

FARMINGTON CITY, UTAH

ORDINANCE NO. _____

AN ORDINANCE VACATING A CERTAIN PORTION OF THE 300 NORTH STREET AND 200 WEST STREET RIGHT-OF-WAY COMMONLY KNOWN AS LAGOON LANE WITHIN FARMINGTON CITY, STATE OF UTAH.

WHEREAS, said request is for the vacation of a portion of the 300 North Street and 200 West Street public right-of-way approximately 1 acre is area; and

WHEREAS, the governing body of Farmington City has previously determined that there is good cause for the requested vacation and it will not be detrimental to the general interest of the public to grant the same; and

WHEREAS, the Farmington City Council has caused all required public notices to be given, and has held all appropriate public hearing regarding such vacation;

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

Section 1. Street Vacation. The City Council of Farmington City hereby declares that a portion of the 300 North Street and 200 West Street public right-of-way as more particularly described in Exhibit “A,” attached hereto and incorporated herein, is hereby vacated and the such property shall be conveyed to the sole adjacent property owner which is Lagoon Investment Company LC.

Section 2. Rights not Affected. The action of the City Council vacating a portion of the public right-of-way provided herein shall operate as a relinquishment of the City’s fee therein, provided that nothing herein shall be construed to vacate, impair or otherwise affect any real property interest, easement, right-of-way, holding or franchise right therein of any public utility or other property owner, governmental or private.

Section 3. Recorded. A certified copy of this Ordinance shall be recorded in the office of the Davis County recorder, State of Utah, and the necessary changes made on the official plats and records of the County to accomplish the purpose thereof.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 3rd day of September, 2024.

FARMINGTON CITY

Brett Anderson, Mayor Pro Tem

ATTEST:

DeAnn Carlile, City Recorder

Exhibit "A"

A portion of 200 West Street and 300 North Street (Lagoon Lane) being vacated by Farmington City

Full legal description

Beginning at the northeast corner of the Lagoon Investment Company Parcel 08-088-0083, which point lies N.00°16'50"W. along the section line 60.10 feet and S.89°49'00"W. 6.30 feet from the Southwest corner of Section 18, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence N.89°49'00"E. 15.21 feet; thence S.00°08'06"W. 47.50 feet to the point of curve of a 40.55 foot radius non-tangent curve to the left; thence southeasterly 62.67 feet along the arc of said curve through a central angle of 88°33'29" (Chord Bears S.47°14'42"E. 56.62 feet) to the westerly line of Lagoon Investment Company Parcel 07-021-0022; thence along the westerly and southerly lines of said parcel the following six (6) courses: 1) S.00°11'00"E. 282.79 feet; thence 2) S.84°24'00"E. 126.50 feet; thence 3) South 305.44 feet; thence 4) East 19.00 feet; thence 5) South 23.00 feet; thence 6) S.89°12'46"E. 280.42 feet to the point of curve of a 39.36 foot radius non-tangent curve to the left; thence southerly 16.79 feet along the arc of said curve through a central angle of 24°25'56" (Chord Bears S.03°42'06"E.16.66 feet) to the northerly line of Lagoon Investment Company Parcel 07-021-0025; thence along the northerly and westerly lines of said Parcel the following two (2) courses: 1) N.89°40'00"W. 105.77 feet; thence 2) S.00°20'00"W. 44.82 feet to the northeast corner of Lagoon Investment Company Parcel 07-021-0035; thence along the northerly line of said Parcel and the northerly and easterly lines of said Parcel 08-088-0083 the following five (5) courses: 1) West 202.04 feet; thence 2) N.00°01'23"E. 15.04 feet; thence 3) North 323.00 feet; thence 4) West 174.48 feet; thence 5) N.00°11'00"W. 436.10 feet to the Point of Beginning.

The above described vacated portion of Lagoon Drive contains 46,253 Sq. Ft. (1.062 Acres), more or less.

Exhibit of area to be vacated (property outlined in yellow)



AGREEMENT

This Agreement is made and entered into as of the 18th day of March, 1992, by and between Farmington City, a Utah municipal corporation, hereinafter referred to as the "City" and Lagoon Corporation, a Utah corporation, hereinafter referred to as "Lagoon."

WITNESSETH

WHEREAS, Lagoon has petitioned the City to vacate a portion of the public street commonly known as Lagoon Lane consisting of portions of 300 North Street and 200 West Streets within the City; and

WHEREAS, the City has conducted a public hearing pursuant to proper notice, and has evaluated and reviewed all evidence and information pertaining to the proposed vacation; and

WHEREAS, the City has determined that such vacation of a portion of Lagoon Lane will not be detrimental to the general interest of the public provided Lagoon agrees to the provisions contained in this Agreement and that upon execution and performance of this Agreement good cause for such vacation will exist; and

WHEREAS, Lagoon desires to enter into this Agreement with the City to assure that vacation of a portion of Lagoon Lane will not be detrimental to the general interest or violate City regulations and master planning, and to mitigate any adverse effect that may result from future development of Lagoon's east property; and

WHEREAS, Lagoon has submitted to the City and the City has approved Lagoon's revised east property master plan attached hereto as Exhibit "A"; and

WHEREAS, the parties desire to reduce their respective understandings and agreements to writing.

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 Lane Vacation.** Having received Lagoon's petition and taken all steps required by law, the City has determined that vacation of a portion of Lagoon Lane will not be detrimental to the general interest and that good cause appears for such vacation based upon Lagoon's willingness to execute and perform this Agreement with the City. Accordingly, the City hereby agrees to adopt an Ordinance vacating a portion of the City street commonly known as Lagoon Lane, which area to be vacated is located within Farmington City, Davis County, State of Utah, and is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof. Upon adoption of the vacating Ordinance the property described in Exhibit "B" attached hereto will be quit-claimed by the City to Lagoon subject to existing easements as set forth herein. The vacating Ordinance shall be adopted by the governing body of the City at such time as Lagoon has: (a) dedicated the cul-de-sacs to the City and (b)

installed all required public improvements for the cul-de-sacs or entered into a security bond agreement acceptable to the City to insure completion of all public improvements for the cul-de-sacs, as specified herein. Lagoon shall execute and deliver to the City an acceptable dedication plat for the below described cul-de-sacs and shall obtain any permits required by City regulations prior to constructing the same. Upon vacation of the street area described in Exhibit "B" attached hereto, 300 North Street will terminate in a cul-de-sac more particularly described in Exhibit "C" attached hereto, and 200 West Street will likewise terminate in a cul-de-sac as described in Exhibit "C". The respective cul-de-sacs shall be constructed by Lagoon utilizing a contractor acceptable to the City in accordance with the plans and specifications approved by the City and in accordance with City's construction standards and requirements. Construction of the cul-de-sacs shall be completed with reasonable diligence, and shall be inspected and approved by the City prior to final acceptance of the same by the City.

Having requested vacation, Lagoon hereby agrees to hold the City, its officers, agents, employees, and representatives harmless from any and all claims, demands, causes of action, liability and expense of Lagoon including attorney's fees arising out of or alleged to arise out of vacation of a portion of Lagoon Lane.

Upon vacation of Lagoon Lane, Lagoon agrees as owner of the bridge across Farmington Creek on the former right-of-way of Lagoon Lane to repair and maintain the bridge until such time as Lagoon, in its discretion, determines to demolish the bridge. The City shall have no responsibility regarding the bridge after ownership is transferred to Lagoon. Unless the City shall otherwise agree, Lagoon shall not remove the bridge until after December 31, 1996, and the City's emergency and public safety vehicles shall have access to Lagoon across the bridge until that date.

2. **City Trail.** Lagoon agrees to provide to the City at Lagoon's sole expense a public equestrian, jogging, hiking, walking and access area ("Trail") 20 feet wide traversing through Lagoon's property. The Trail shall be constructed in phases and shall be utilized by the public and City at the locations and in the manner set forth hereinbelow.

The east property master plan shows the initial proposed Trail location. It is recognized and agreed that in the future as additional property may be acquired by Lagoon and/or the master plan is modified with City approval that the Trail location may be changed by Lagoon with the approval of the City. It is agreed that even though the Trail may be constructed in one location, that it can be relocated at Lagoon's expense subject to the City's approval.

3. **Phase I Trail.** Lagoon hereby grants the City a permanent license and easement for public equestrian, jogging, biking, walking and access purposes to commence at the cul-de-sac which will terminate 300 North Street and proceed northerly therefrom along the East side of Farmington Creek and thereafter crossing the Creek heading West and terminating in the cul-de-sac which will terminate 200 West Street. The route and location shall be determined by Lagoon subject to the approval of the City. This portion of the Trail is hereinafter referred to as the Phase I Trail and is more particularly shown and described on the east property master plan attached hereto and by this reference made a part hereof. As part of the Phase I Trail,

Lagoon agrees to initially provide a bridge crossing Farmington Creek utilizing one of Lagoon's existing 7 foot wide train bridges. If thereafter the City determines that a wider or more substantial bridge is required, then Lagoon agrees to build a permanent bridge in accordance with plans and specifications approved by the City and prior to destroying the existing bridge referred to below in this paragraph. The new bridge shall be capable of supporting Farmington City police automobiles.

Lagoon agrees, at its sole expense, to improve the Phase I Trail. The Phase I Trail will be 20 feet in width, with hard surface of about 8 feet wide for jogging, biking, and walking. The remaining 12 feet of width will be a soft or gravel surface for equestrian use adjacent to the hard surface. It is agreed that no motorized traffic will be permitted on any portions of the Trail except for emergency, police and City vehicles and for Lagoon's emergency, security and utility vehicle use. Hours of Trail operation will be determined by the City. Any opening and closing of the Trail will be handled by Lagoon security personnel and City Police as directed by the City.

The Phase I Trail will be fenced, buffered (with fencing, landscaping, and/or limited berming), landscaped, and secured against non-authorized vehicular use, graded and finished in accordance with the plans and specifications to be prepared by Lagoon and approved by the City Planning Commission. The Phase I Trail will be completed and operational no later than September 15, 1993. That portion of Lagoon Lane described in Exhibit "B" attached hereto will not be closed by Lagoon to walking, jogging, bicycling, or equestrian use until the Phase I Trail is complete and in operation.

4. **Phase II Trail.** Lagoon hereby grants the City a permanent license and easement for Trail purposes commencing on the northern edge of the Phase I Trail and running thence northerly across Lagoon's property to 600 North Street (which is also known as State Road 106). The route and location shall be determined by Lagoon subject to the approval of the City. This portion of the Trail is hereinafter referred to as the Phase II Trail and is more particularly shown and described on the east property master plan attached hereto. Lagoon agrees, at its sole expense, to fully improve the Phase II Trail in the same manner and extent as provided hereinabove for the Phase I Trail and shall complete such improvements so that the Phase II Trail will be completed and operational at the same time as either completion of the Trail across State Road 106, or the installation of sidewalks or Trail along State Road 106.

5. **Phase III Trail.** Lagoon hereby agrees to grant to the City a permanent and acceptable license and easement for Trail purposes commencing at the cul-de-sac which will terminate 300 North Street and proceeding southerly across Lagoon's property and thereafter southwesterly to the City's 100 North right-of-way. This portion of the Trail is referred to as the Phase III Trail. The final route and location for the Phase III Trail shall be selected by Lagoon and shall be acceptable to the City. The present conceptual plan for the Phase III Trail is shown on the east property master plan attached hereto. Prior to the commencement of operations of any new amusement ride or structure (excluding picnic pavilions, public non-commercial facilities such as tennis courts and other participatory sports facilities, and accessory service structures) south of 300 North and east of Pioneer Village, (including but not limited to

the proposed new log flume or river rapids ride), Lagoon agrees, at its sole expense, to fully improve the Phase III Trail, in the same manner and extent as provided hereinabove for the Phase I Trail.

6. **Use of Lagoon's Property.** It is agreed by the parties hereto that the Phase I, Phase II and Phase III Trails shall represent and constitute the absolute eastern limit of Lagoon's commercial amusement construction and development. The amusement uses which Lagoon may make of its property immediately west of the Trail shall be less intense in terms of unbuffered visual activity and the unbuffered creation of noise than Lagoon's existing uses on its main midway. The amusement-type uses adjacent to the Trail shall be reasonably buffered by landscaping, trees, and berming and/or aesthetic water uses, and shall, to the extent possible, be transitional in nature, (a picnic area or picnic pavilion is an example of such an acceptable use).

7. **Buffering and Transitional Uses.** Lagoon will cooperate in the installation of further buffering and transitional uses on Lagoon's property east of the Phase I Trail, the Phase II Trail and the Phase III Trail. Examples of acceptable uses are tennis courts, and picnic areas (without sound amplification) for the public's use. Lagoon will provide further and additional sound and visual buffering for private residences against the noise and visual effect of Lagoon's new commercial and amusement activities as shown on Lagoon's revised east property master plan. The City may require the development of buffering, such as berming and landscaping, in connection with and as a condition precedent to any subsequent development by Lagoon of any areas adjacent to or east of the Trail. It is understood and agreed that the area located east of the present easterly limit of the developed portion of Lagoon south of 300 North Street is a transitional area and that the height of amusement rides and attractions in this area shall be not higher than 75 feet extending to the eastern edge of the new 300 North Street cul-de-sac and not higher than 50 feet east of that point as shown on the revised east property master plan. Amusement rides or structures located within the area north of 300 North Street and east of 200 West Street shall not exceed 65 feet in height.

8. **Lagoon Master Plan.** Lagoon has revised and submitted to the City and the City has approved a revised Master Plan of Lagoon's east property consistent with the provisions of this Agreement. This Plan illustrates, among other things, the approximate location of future structures and amusement rides, the general height of such structures and rides, and planting, berming or other screening or buffering to minimize potential impacts on adjacent properties.

9. **Services.** Lagoon shall have the primary responsibility to provide litter control, garbage collection and snow removal at its sole expense for all phases of the Trail from and after the date the Trail, or any phases thereof, are installed. The City may provide assistance with these services as deemed necessary without cost.

10. **Easements.** The licenses and easements granted to the City by Lagoon for the Trail and all phases thereof shall be perpetual. Lagoon hereby further agrees to grant the City easements for storm drainage proceeding easterly to Farmington Creek from the cul-de-sac which will terminate 200 West Street and proceeding westerly to Farmington Creek from the

cul-de-sac which will terminate 300 North Street. Lagoon will install drain pipes at its expense within the easements deemed satisfactory by the City to carry a 10 year storm event from the north leg of Lagoon Lane/200 West Street and from areas east of the 300 North cul-de-sac. The City will reimburse Lagoon for the cost of materials of up-sizing the storm drain pipes to a size determined by the City Engineer for the purpose of carrying storm waters from other areas. Lagoon will perform the work of installing the storm drain pipes within the easements in a prompt and workmanlike manner.

Easements for existing utilities shall be granted by Lagoon across the vacated right-of-way of Lagoon Lane which easements shall be acceptable to the City and all affected utility companies and City franchise holders. Easements and licenses granted by Lagoon to the City for the Trail may hereafter be amended to provide relocation of the same with the express written approval of the City, which approval shall not be unreasonably withheld.

Lagoon shall install at its expense a culinary water service lateral to the Don and Sharon Peay residence from the water main located in 200 West Street in accordance with all City requirements. The City will provide a meter and meter box for the Peay residence to be installed by Lagoon.

11. **Term.** Except for the licenses and easements for the Trail which shall be perpetual, the term of this Agreement shall be for 20 years. Upon expiration of this Agreement, Lagoon's further eastern development of its property east of Farmington Creek, if any, will be governed by the applicable laws, City ordinances and regulations then and thereafter existing.

12. **Compliance with City Regulations.** Lagoon agrees to comply with all applicable requirements of the City in connection with constructing, operating and maintaining its facilities and improvements. Nothing contained herein shall be deemed as a waiver on the part of the City of any zoning, development, or building regulation or requirement.

13. **Entire Agreement.** This Agreement contains the entire Agreement and understanding of the parties 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.

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

15. **Assignment.** This Agreement may not be assigned by Lagoon without the prior written consent of the City being first obtained.

16. **Time of Essence.** It is agreed that time is of the essence in this Agreement.

17. **Paragraph Headings.** The paragraph headings contained herein are for convenience of reference only and shall not be construed as limiting or affecting the construction hereof.

18. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

19. **Default.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

20. **Amendments.** This Agreement shall not be modified or amended except in writing and signed by the parties hereto.

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

FARMINGTON CITY, a municipal corporation

BY: *[Signature]*
Mayor

ATTEST:

[Signature]
City Recorder

LAGOON CORPORATION, a Utah corporation

BY: *[Signature]*
ITS: VICE PRESIDENT

ATTEST:

[Signature]

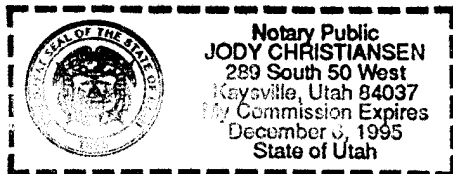


EXHIBIT 'B'

LEGAL DESCRIPTION VACATING A PORTION OF LAGOON LANE

Beginning at the Northeast corner of Lagoon Investment Company property, as recorded in the Davis County Recorder's Office, parcel number 08-088-0051, said point also being North 60.08 feet and West 6.59 feet from the Southeast corner of Section 13, T3N, R1W, SLBM, and running thence N 89°49'00" E 56.40 feet to a point on the West line of Lagoon Investment Company property as recorded in the Davis County Recorder's Office, parcel number 07-021-0018; thence S 0°11'00" E 368.86 feet; thence S 84°24'00" E 126.50 feet; thence South 00.20 feet; thence East 19.00 feet to the Northwest corner of Lagoon Investment Company property as recorded in the Davis County Recorder's Office, parcel number 07-021-0022; thence South 328.24 feet; thence S 89°12'45" E 396.27 feet; thence S 0°47'15" W 50.00 feet; thence N 89°12'45" W 422.18 feet to a point on an easterly line of Lagoon Investment Company property as recorded in the Davis County Recorder's Office, parcel number 08-088-0051; thence North 323.00 feet; thence West 174.48 feet; thence N 0°11'00" W 436.10 feet to point of beginning. Contains 1.417 acres.

EXHIBIT 'C'

LEGAL DESCRIPTION DEDICATION OF NORTH CUL-DE-SAC

Beginning at the Northwest corner of Lagoon Investment Company property as recorded in the Davis County Recorder's Office, parcel number 07-021-0018, said point being N 00°11'00" W 86.49 feet and N 89°49'00" E 50.00 feet from the Southwest corner of Section 18, T3N, R1E, SLBM, said point also being a point of curvature to the left, the radius point of which bears N 89°49'00" E 25.00 feet, and running thence Southeasterly along the arc of said curve 30.774 feet to a point of reverse curve to the right, the radius point of which bears S 19°17'16" W 50.00 feet; thence Southerly and Westerly along the arc of said curve 218.628 feet to the point of tangency; thence N 00°11'00" W 70.71 feet; thence N 89°49'00" E 50.00 feet to the point of beginning. Contains 0.218 acres.

LEGAL DESCRIPTION DEDICATION OF SOUTH CUL-DE-SAC

Beginning at the Southeast corner of Lagoon Investment Company property as recorded in the Davis County Recorder's Office, parcel number 07-021-0022, said point also being South 654.83 feet and East 592.11 feet from the Northwest corner of Section 19, T3N, R1E, SLBM; and running thence S 00°47'15" W 50 feet; thence N 89°12'45" W 70.71 feet to a point of curvature to the right, the radius point of which bears N 00°47'15" E 50.00; thence Northerly and Easterly along the arc of said curve 218.628 feet to the point of curvature to the left, the radius point of which bears N 71°18'59" E 25.00 feet; thence Southeasterly along the arc of said curve 30.774 feet to the point of beginning. Contains 0.218 acres.

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Proposed text amendment to clarify which body has the authority to revoke a home occupation business license.

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: September 3, 2024

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson – Assistant Community Development Director

Date: 9/3/2024

Subject: Amendment and additional text to Section 11-35-060: REVOCATION, of Chapter 11-35, HOME OCCUPATION, of Title 11, ZONING REGULATIONS. The proposed text amendment is to clarify which body has the authority to revoke a home occupation business license. (ZT-13-24).

RECOMMENDED MOTION

Move that the City Council approve the enclosed enabling ordinance enacting changes to Section 11-35-060 of the city ordinance to modify which body has authority to revoke a home occupation business license.

Findings:

1. The proposed amendment will allow the body that approved a home occupation to also be the body which considers revocation of that license.
2. The text change will follow best practice and place an administrative type function in the hands of staff or the Planning Commission who traditionally deal with administrative type decisions.

BACKGROUND

About 3 years ago the moved away from a Board of Adjustment and established an ordinance that allowed for the use of an Administrative Hearing Officer who would handle most appeals, variances, and quasi-judicial type decisions. Not long after being hired to work for Farmington City, the City Attorney worked on an ordinance which updated a long-standing process for how appeals would be handled in large part to keep legislative matters in the hands of the city council while shifting other administrative type acts to other bodies who are more appropriate to handle them.

In updating this process, the Home Occupation Chapter was also updated to indicate that a person who was denied a home occupation business license could appeal that decision to the Administrative Hearing Officer as the land use appeal authority rather than the city council as it had previously been identified. Recently our office found that while the appeals process had been updated, it would be appropriate to update the revocation process in a similar fashion. The feeling of staff is that whichever body (staff or the Planning Commission) approved the home occupation would have the ability to revoke that license if they find that the business operations are not following the required standards and/or conditions imposed on them. Persons who which to appeal the decision of staff or the PC regarding revocation would then make application to the Administrative Hearing Officer.

Respectfully submitted,



Lyle Gibson
Assistant Community Development Director

Review and concur,



Brigham Mellor
City Manager

Supplemental Information

- a. Enabling Ordinance

**FARMINGTON CITY, UTAH
ORDINANCE NO. 2024 -**

AN ORDINANCE AMENDING SECTION 11-35-060, REVOCATION, OF THE FARMINGTON CITY ZONING ORDINANCE TO MODIFY WHO MAY REVOKE A HOME OCCUPATION BUSINESS LICENSE. (ZT-13-24)

WHEREAS, the Farmington City Council Planning Commission has held noticed and held a required public hearing and recommended to the City Council approval of the proposed ordinance; and

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

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

Section 1. Amendment. Section 11-35-060, Revocation, of the Farmington City Zoning Ordinance is amended as set forth in Exhibit “A” attached hereto and by the reference made a part hereof.

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

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 3rd day of September, 2024.

FARMINGTON CITY

ATTEST:

Brett Anderson, Mayor

DeAnn Carlile, City Recorder

Exhibit A

11-35-060: REVOCATION:

Violation of, or failure to comply with, the requirements of this chapter may result in revocation ~~by the Farmington City Council~~ of the home occupation business license by the body which originally approved the home occupation. Any activity presenting an immediate threat to the health, safety and welfare of the neighboring residents may be ordered terminated immediately by the Mayor under the powers given him to act in an emergency.

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Proposed amendments adding additional grounds for denial of a license related to criminal activity.

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: September 3, 2024

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson – Assistant Community Development Director

Date: 9/3/2024

Subject: Additional text and amendments to Section 6-4-030, SOLICITORS, of Chapter 6-4, REGULATORY LICENSES, of Title 6, BUSINESS REGULATIONS. The proposed amendments add additional grounds for denial of a license related to criminal activity. (ZT-11-24).

RECOMMENDED MOTION

Move that the City Council approve the enclosed enabling ordinance enacting changes to Section 6-4-030 of the city ordinance to add additional grounds for denial of a solicitor's license.

Findings:

1. The proposed amendment will allow the City the deny a license to an individual who desires to go door to door to residents and businesses in the community based on a broader background of criminal activity.
2. The proposed text amendment serves to protect residents and businesses from potential harm.

BACKGROUND

Upon review of a recent BCI background check, the city was unable to deny the issuance of a solicitor’s license for activity that in the purview of staff should have been grounds to deny the license.

The proposed zone text amendment simplifies which sections of the Utah State Statute can be used for denying a license and adds additional sections of code to encompass additional criminal activity as grounds for denial of a license.

Respectfully submitted,



Lyle Gibson
Assistant Community Development Director

Review and concur,



Brigham Mellor
City Manager

Supplemental Information

- a. Enabling Ordinance

**FARMINGTON CITY, UTAH
ORDINANCE NO. 2024 -**

AN ORDINANCE AMENDING SECTION 6-4-030, SOLICITORS OF THE FARMINGTON CITY ORDINANCE AS IT PERTAINS TO GROUNDS FOR DENIAL OF A LICENSE. (ZT-11-24)

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

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

Section 1. Amendment. Section 6-4-030 (4), Grounds for Denial, of the Farmington City Ordinance is amended as set forth in Exhibit “A” attached hereto and by the reference made a part hereof. Any other text which is currently part of Section 6-4-030 of the City Ordinance which is not identified in Exhibit “A” shall remain in full effect in its current form.

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

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 3rd day of September, 2024.

FARMINGTON CITY

ATTEST:

Brett Anderson, Mayor

DeAnn Carlile, City Recorder

EXHIBIT “A”

6-4-030: SOLICITORS:

4. Grounds For Denial: A certificate of registration shall not be issued in any of the following circumstances:

- a. When the applicant has falsified information on the application;
- b. When the applicant is a person against whom a judgment based upon fraud, deceit, misrepresentation, false statements or dishonesty has been entered within five (5) years of the date of application;
- c. When the applicant has, within the past five (5) years, been enjoined by any court, or is the subject of an administrative order issued in this or another state, if the injunction or order includes a finding or admission of fraud, material misrepresentation, or if the injunction or order was based on a finding of lack of integrity or truthfulness;
- d. When the applicant has been convicted of any felony, or a misdemeanor involving fraud, deceit, misrepresentation, false statements or dishonesty, within five (5) years of the date of application;
- e. When the applicant has been criminally convicted of any violation included in chapters 76-5 or 76-5b of the Utah Code Annotated section 76-5-401, 76-5-401.1, 76-5-401.2, 76-5-402, 76-5-402.1, 76-5-402.2, 76-5-402.3, 76-5-403, 76-5-403.1, 76-5-404, 76-5-404.1, 76-5-405, 76-5-412, 76-5-413, 76-9-702, 76-9-702.1, 76-9-702.5 or 76-9-702.7, or the corresponding laws of another state; or is otherwise subject to registration as a sex offender under Utah law or the corresponding law of another state;
- f. When the applicant has been denied a certificate of registration under this section, as amended, within the year preceding the date of application, unless the applicant has corrected the deficiency on which the previous application was based;
- g. When the applicant has had a certificate of registration under this section, as amended, revoked within the year preceding the date of application, unless the applicant has corrected the reason for which the certificate was revoked;
- h. When an applicant's certificate of registration has been revoked within the year preceding the date of application for violation of the nontransferability provision of this section, as amended;
- i. When the applicant has failed to supply any of the documents or information listed in subsection E1 of this section, or has failed to pay any of the fees set by the city in accordance with this section;
- j. When the applicant has been convicted of a violation of this section, as amended, within one year preceding the date of application.

CITY COUNCIL AGENDA



SUMMARY ACTION

1. Approval of Minutes for 08-06-24 and 08-20-24
2. Surplus Property
3. Adopt a Statement in Favor of Re-authorizing the RAP Tax
4. Main Street (Park Lane - Shepard Lane) Storm Water Maintenance and Cooperative Agreement

DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES

August 6, 2024

WORK SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Councilmember Roger Child,
Councilmember Scott Isaacson,
Councilmember Melissa Layton,
Councilmember Amy Shumway,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,*

*Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen,
Building Official Eric Miller,
Assistant Community Development
Director/City Planner Lyle Gibson, and
City Parks and Recreation Director Colby
Thackeray.*

City Manager **Brigham Mellor** called the work session to order at 6:05 p.m. Councilmember **Alex Leeman** was excused.

CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR VS HARD BID

City Manager **Brigham Mellor** said when Farmington went out to bid for the new City Park earlier this year, bids came back higher than anticipated by \$3 million. It could still be done if more Recreation, Arts, and Parks (RAP) taxes and impact fees were allocated to it. The City has done some due diligence by meeting with contractors and the architect. They have also had other contractors reach out that didn't even submit bids to offer solutions.

There are two types of bids: hard bids (which is what Farmington did), and Construction Manager/General Contractor (CM/GC) bids, where a general contractor is hired to help establish the dollar value, of which he takes a cut. The City looked at a contractor they would be interested in, and they agreed to charge a 3% flat fee for construction.

The plan is to go back out to CM/GC bid in September. Internally, **Mellor**, Assistant City Manager/City Engineer **Chad Boshell**, and City Parks and Recreation Director **Colby Thackeray** determined internally that the hard bid is not the way to go. Instead, Farmington would go out for a Request For Qualification (RFQ) to hire someone who is a contractor. They would go through it with the City. For example, one of the items in the park drawings was poles used for hammocking. The bids said they would cost \$500,000 for posts that act like tree trunks. Another example is a pavilion with bathrooms for over \$1 million. Laser cut guardrails would cost \$500,000. A 300 square foot masonry building cost \$800,000, when it could instead be a concrete masonry unit (CMU) tuff shed. Farmington wants the opportunity to do replacements or substitutes in order to meet the same intent that the architect proposed for a reduced cost. Things don't need to be that expensive.

This cost plus contract could work to both parties' benefits, as Farmington could phase construction if desired. For example, the boardwalk on the south with guard rails could be phased, or Farmington could pull the plug on the whole thing if desired. Staff would come back to the Council with RFQs to select a contractor and then determine a cost afterward. **Mellor** said

he would like to keep it capped at \$15 million for the construction elements, possibly adding \$3 million for the splash pad, art installation on the corner, and playground.

Mellor said the intention is not to do anything illegal. He anticipates that one contractor that submitted a previous bid may be aggressive and inquire about the procedure. One of the bids submitted was a valid bid, but the other two were garbage bids. Farmington's purchasing policy requires three bids, and this wasn't met. The contractor may cry foul, and wants to be aggressive about the City accepting their bid after the fact. **Mellor** said they have done a lot of due diligence, and met with contractors and architects. When other nonresponsive contractors were interviewed afterward, they said this is not how they felt comfortable doing business; a hard bid is not fair to the client or to them, and exposes them to risks they aren't comfortable with. They would rather do a percentage. They saw too many conflict points. In addition, it was not a great time to go out to bid. Some have come back and said they could take on the project, but they wanted a CM/GC bid instead. Doing so would lead to a better pool of candidates. **Thackeray** said this will help end up with a better quality product at the end of the day.

Councilmember **Scott Isaacson** said he has done a lot of construction documents in his line of work, and this sounds like preconstruction services to him. He asked who would help come up with the final construction documents.

Mellor said there would be a little bit of pre-construction services. Farmington is far down the line to the fine-tuning of the materials now, and they have the advantages of previous itemized bids. They can reduce or take substitutes. Farmington won't do another Request for Proposals (RFP). The General Contractor selected will be the one to do the build. Today, he reviewed a General Contractor's CM/GC contract with Lehi, and they are willing to do it for 3%. After **Mellor** and City Attorney **Paul Roberts** discussed it, they determined this is what they are already paying an architect.

Issacson said the cost plus contract shifts the risk to the owner, as the contractor doesn't have an incentive to keep the costs down. It is crucial to define what a cost is and what it isn't, which is harder than it sounds. He asks where the supervision would come from. A lot of temples for the Church of Jesus Christ of Latter-day Saints are done with a cost plus contract. A Guaranteed Maximum Price (GMP) contract is fair if you have good accountants watching. For a Lump Sum contract, the contractors will put in a sum that will allow for change orders. To him, 3% sounds really low. He suggested to review the architect's work, tweak it with materials, and then come up with construction documents.

Mellor said the architect is with Farmington throughout the whole process, and they will help with the construction documents. Farmington Staff will have to take on more labor to work with the contractor. Staff (including **Mellor**, **Boshell**, **Thackeray**, **Russ**, and **Levi**) will review all payment requests.

Councilmember **Roger Child** said the General Contractor will fill in the profit margin. The 3% is just the General Contractor profit margin. **Roberts** said it will be more than 3%. With preconstruction and other fees, it would be in the 5% ballpark.

Mellor said General Contractors such as Hughes and MC Green and Sons say it is a better process to do the CM/GC bid, because Farmington can get a much better product on par with their expectations for a lower cost. Farmington will still be going through its purchasing policy.

Last time Farmington did a park was five years ago. Since they are not as versed as Salt Lake City, they don't know what some things cost. Nobody really does. Farmington can postpone some things. However, grass, the detention basin, water feature, parking lot, and playground cannot be postponed.

SESSIONS/FRANCISCO'S BUILDING

Mellor said when Community Development Director **Dave Petersen** recently noticed that the County was removing all the rock from the library, he took advantage of the opportunity. He asked if they could take the siding off the Sessions/Francisco's building to see what is under it and also take samples of the stone. In the past, Farmington had budgeted \$25,000 for this, but the workers agreed to do it for \$15,000. **Mellor** said there may need to be a budget opening to accommodate this.

Petersen said years ago the metal went up on the Francisco's building, which also has two apartments on top, to modernize it in order to keep up with the suburbs. There is beautiful rock and structural brick beneath it. GSBS Architects overestimated on everything because they didn't know. The daughter of the owner is now making decisions for her incapacitated father. Renovating the entire building would be expensive.

RETAINING WALL

Petersen mentioned a recent complaint from the neighbor of a Compton Bench resident who started putting in a swimming pool and retaining walls in a no-build easement. Anything that would require a building permit is not allowed in a no-build easement because the ground is too steep, or over a 30% grade. A retaining wall over 4 feet high requires a building permit. Sports courts don't require a building permit. The resident would have to combine lots in order to have a swimming pool be accessory to something else, so he is pursuing a boundary adjustment.

Mellor said last time something like this happened, the City Manager (**Shane Pace** at the time) assessed a fee/fine and then moved on. City Building Inspector **Mike Blackham** went out and determined that it broke the rules, but nothing was in danger. **Mellor** wants to make sure that the City Council approves of assessing a fee/fine like was done last time. Many times structural and civil engineers will do an analysis on grades, then build and ask for forgiveness after the fact instead of permission before the fact. **Mellor** said the City has the authority to go back and ask the resident to fix it and change the grades. Even if they did, it would ultimately end up with a similar product. A more in-depth discussion about this may be needed in the future, as many want to build on the south side of town. The City needs to be consistent with its enforcement as people want to push boundaries up the hill.

Petersen said there is plenty of buildable area on the lots in question. The resident intends to move the boundary south of the existing sports court. In other cases that involved building on a steep grade (The Muscle), Farmington has made it clear with documentation that the City was absolved of all liability. But that was a different scenario than a basketball court. It is sobering how much Farmington residents will pressure to continue violating the ordinance, and Staff is not sure how much to charge for a fine/fee. People will push it to the limit.

Mellor said Staff's preference is to assess a fine, although they can be as Draconian as the Council desires. He does not want Farmington to find itself in a situation similar to those in Draper and North Salt Lake. The road above is not in jeopardy. **Child** said it seems excessive to

tear it out. **Isaacson** said he doesn't like that there are Bountiful homes that are built on steeper areas than this.

CLOSED SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Councilmember Roger Child,
Councilmember Scott Isaacson,
Councilmember Melissa Layton,
Councilmember Amy Shumway,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,*

*Recording Secretary Deanne Chaston,
Community Development Director Dave Petersen,
Assistant Community Development Director/City Planner Lyle Gibson, and
City Parks and Recreation Director Colby Thackeray.*

Motion:

At 6:46 p.m., Councilmember **Roger Child** made the motion to go into a closed meeting for the purpose of acquisition, sale, purchase, exchange or lease of real property. Councilmember **Melissa Layton** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

Sworn Statement

I, **Brett Anderson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session, and that no other business was conducted while the Council was so convened in a closed meeting.

Brett Anderson, Mayor

Motion:

At 6:53 p.m., Councilmember **Amy Shumway** made the motion to reconvene to an open meeting. **Child** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

DISCUSSION OF REGULAR SESSION ITEMS UPON REQUEST

Isaacson said he is worried about the way the Recreation, Arts, and Parks (RAP) ballot language is worded. It sounds like it would be a totally new tax, not renewing a tax that has already been in effect for years. He asked if the proposed language was necessary. He is afraid if it is worded as proposed in the Staff Report, it may be voted down as just another tax at the same time the City is raising property taxes. Voters need to understand that the tax is already in existence and it is just being renewed. It would be a real blow if it doesn't pass, so it is worth a gamble to reword it. He thinks the City should push the envelope. He also wants voters to know it will be imposed on all the people who come into Farmington to shop at Station Park or go to Lagoon.

City Attorney **Paul Roberts** said the first part of the language is dictated by statute. Not using the word "impose" could be risky. It could be challenged by an opponent, who could take the City to court. The City is responsible for drafting a pro statement for the voter information pamphlet that the City Record puts together. It is sent out like a newsletter. **Mellor** said the City could include information about this in the October newsletter.

REGULAR SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Councilmember Roger Child,
Councilmember Scott Isaacson,
Councilmember Melissa Layton,*

*Councilmember Amy Shumway,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile, and
Recording Secretary Deanne Chaston.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:09 p.m. Councilmember **Alex Leeman** was excused. **Mayor Anderson** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Roger Child**.

BUSINESS:

Consideration of a Resolution submitting an opinion question to renew the Recreation, Arts, and Parks (RAP) Tax, on the November 2024 ballot and discussion regarding submission of argument in favor of ballot proposition

City Attorney **Paul Roberts** presented this agenda item. The City submitted its notice and intent to Davis County, which cleared it for inclusion on the ballot. As discussed briefly in the work session, the language was derived largely from State Code. Under State Code, the City submits its statement in favor of the ballot proposition, but it can't use City resources or Staff to do so. It is up to the City Council how the statement is prepared. The proposition language should be adopted in a public meeting. The statement should be on the Sept. 3 meeting (as a summary action item) in order to meet the Sept. 11 deadline when the 500-word arguments (both pro and con) have to be submitted to the City Recorder. However, the ballot language needs to be determined tonight.

He proposed using the following language:

Farmington City has assessed the Recreational, Arts, and Parks (RAP) sales and use tax since 2014. Shall Farmington City, Utah, be authorized to renew the imposition of a 0.1% sales and use tax for recreational, arts, and parks facilities, programs and organization for a renewed period of 10 years?

Motion:

Councilmember **Scott Isaacson** moved that the City Council adopt the resolution as presented by the City Attorney, submitting to voters the opinion question of whether to renew the Recreation, Arts, and Parks tax.

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

Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Authorization to Execute Agreement for LensLock panoramic and dome cameras for City facilities; specifically, the police department, gymnasium, and baseball fields. The Agreement is for five years, with annual payments of \$26,420.54 after an initial payment for \$86,467.12. **Mellor** said it is the same system the City has for the police body and dash cams that can be accessed remotely. The subscription service includes regular maintenance and repair.
- Item 2: Consideration of additional text and amendments to multiple sections of Title 12 Subdivision Regulations.
- Item 3: Surplus Property of Kustom Signals, Inc. radar trailer.
- Item 4: Consideration of an Encroachment Agreement with the Bureau of Reclamation to bury power lines and install a traffic signal along Clark Lane.
- Item 5: Approval of Minutes for July 16, 2024.

Motion:

Child moved to approve the Summary Action list items 1-5 as noted in the Staff Report.

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

Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

GOVERNING BODY REPORTS:

City Manager Report

Mellor said he, Finance Director **Greg Davis**, and **Jamie** recently went to Bryce Canyon to attend a risk conference. Among the 16 cities that belong to the risk pool, the average score is 98%. Farmington got 100%.

Mayor and City Council Reports

Isaacson said he has not had a mosquito meeting since the last Council meeting. He is concerned about a fox living near the river; it recently ate one of his neighbor's free range chickens.

Shumway said she has received a lot of emails lately, most of which she has sent on to **Mellor**. One mentioned that the City should seek local artists for future murals. She would love to brainstorm some ideas for future community art. **Mellor** said now is the time to start planning because the City needs a plan in place for art on the new pedestrian bridge.

Shumway said she got an email about parking for the golf tournament. In the past, the police have posted parking restrictions in nearby residential areas. This year the police have not put up any parking restrictions, and people are wondering if it is because the golf course is pushing back not wanting restrictions. **Mellor** said the police did put restrictions on one side of Shepard Lane, but they do not think it is a risk otherwise. It is hard to get around right now with all the construction, so there is not a need to restrict parking there. Davis County used to shuttle people from the Legacy Events Center, Farmington High School, and Knowlton Elementary.

Shumway said she got an email from a resident who lives by the Shepard Creek Trail and was one of the original organizers of the Trails Committee. The resident was made aware of encroachment on trail easements, and wants enforcement to be increased. **Shumway** said she, Assistant Community Development Director/City Planner **Lyle Gibson**, and Community Development Director **Dave Petersen** previously went out to view trail easement encroachment just off 1100 right by Bangarter Farms. **Mellor** said the City sent letters out informing residents about trail encroachment, but the letters didn't seek a response. The strategy was to notify them, not mitigate the situation. **Shumway** said the resident also complained about the condition of steep railroad ties on Shepard Creek Trail. It may be Forest Service land, but the trail is not up to Forest Service standards. **Mellor** asked **Shumway** to send him a map of the location so he can check it out.

Shumway said she would like to look for people like **Marshall Anderson** to celebrate in an upcoming City Council meeting. **Mellor** said he would like to thank Davis County Commissioner **Randy Elliott** with a plaque in September.

Child said he has had another request to raise the arms along trails. **Mayor Anderson** said he thought there was a past agreement to widen them. **Shumway** said some of the arms had been shortened in the past, but the gates were still kept closed. Maybe they should have been shortened even more.

Isaacson said he drives 1100 multiple times a day, and he is grateful for those gates. A lot of children riding electric bikes don't slow down there and zip across. **Shumway** said because the City is worried about liability, she doubts they would be opened up, but other solutions maybe could be found. Some arms may need to be moved farther apart so they can be more effectively

maneuvered around. E-bikes are becoming a big issue. **Shumway** noted that Kaysville closed theirs on 200 North. **Isaacson** said he is in favor of more safety for bicyclists and pedestrians. That should be the priority.

Mellor said he would talk with City Parks and Recreation Director **Colby Thackeray** and **Jae** to see what options are available. The arms have been up for 12 years now, and there may now be a better system or technology that can reach the same objective. He said High-intensity Activate crossWalK (HAWK) signals are \$200,000 each, and the City is not ready to make that kind of an investment yet. In the past, a bicyclist hit an arm, causing him to break his back.

Shumway said now that the City is not doing tackle football anymore, an issue has come up that since registration closes in April or May, they are not able to order uniforms by February, which is the usual deadline. The Board refused to buy new jerseys, even though parents have paid the required fees. After a request was sent out asking for donation for new Farmington phoenix jerseys, the community stepped up and raised \$5,000.

Child said since the last Council meeting with All West, they have been responsive to his home connection. **Mellor** said All West talked to Public Works Director **Larry Famuliner** after the meeting. **Mayor Anderson** said there was some pushback on areas of the City where All West said they would not build out. All West clarified that these areas were where residents don't want to connect to their service. **Mayor Anderson** asked All West to confirm that those residents were approached and refused the service. **Shumway** said they have still not gotten to his area, even though they blue-staked 9 months ago.

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 7:40 p.m.

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

Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

DeAnn Carlile, Recorder

DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES

August 20, 2024

REGULAR SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Alex
Leeman,
Councilmember Roger Child,
Councilmember Scott Isaacson,
Councilmember Melissa Layton,
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,
Assistant Finance Director Levi Ball,
City Parks and Recreation Director Colby
Thackeray,
Public Works Director Larry Famuliner,
Police Chief Eric Johnsen, and
Fire Chief Rich Love.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:00 p.m. City Manager **Brigham Mellor** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Melissa Layton**.

PUBLIC HEARING:

Property tax increase for Fiscal Year 2025, Truth in Taxation (TNT)

Mellor noted the many police officers in attendance and said the property tax increase would be for a 20% wage increase for Farmington’s police. For those who say that 20% is more than inflation, he noted that housing, fuel, and wages are not calculated in inflation. Instead, it is a basket of goods.

The demand for police officers is exceeding supply, and this isn’t something exclusive to the State of Utah or Farmington City. A lot of people just don’t want to be police officers anymore. The career is incredibly difficult because there is a lot of risk taken, and now there is diminishing supply. Officers have to be smarter, better trained, and more educated than ever before. There is a lot of competition between cities for police officers, and a lot of Farmington’s officers leave for employment in other better-paying nearby communities. They don’t want to leave Farmington, but the wages just aren’t competitive enough to keep them. Last year Farmington did a tax increase to hire more officers. Since, they have hired only one of the three they needed. They haven’t been able to hire more because of the low wage.

The Fiscal Year (FY) 2024 to 2025 budget adopted in June of 2024 included revenue generated from this proposed property tax increase. As part of the required process, the Council must hold a TNT hearing before formally adopting the certified tax rate of 0.001741 for property tax year 2024 (Farmington’s FY25). The tax increase proposed in the FY 2025 budget levies an increase of approximately 3.4% to a residence’s total tax bill—or a 27% increase for Farmington City’s

portion of the property tax bill. Some 66.5% of a typical property tax bill goes to school services; 15% to Davis County services; 12.2% to Farmington City; and 6.3% to other entities.

Farmington City's tax on a \$724,000 residence would increase from \$503.32 to \$639.91, which is \$136.59 per year. The Farmington City tax on a \$724,000 business would increase from \$915.14 to \$1,163.47, which is \$248.33 per year. A primary residence is taxed at 55% of market value, and businesses are taxed at 100%. If the proposed tax rate is approved, Farmington would increase its property tax budgeted revenue by 27.22% above last year's property tax budgeted revenue, excluding eligible new growth.

If approved, this property tax increase would generate approximately \$1,016,000, helping to cover the \$1,034,000 Police Department budget increase for FY 2025. With this tax increase, Farmington would still rank in the bottom half of Davis County's cities for property tax (considering operations, general obligation bonds, and districts for fire and recreation). Only North Salt Lake, Bountiful, Kaysville, South Weber, and Layton have lower rates than Farmington; while Fruit Heights, Centerville, Syracuse, Clinton, West Bountiful, Woods Cross, West Point, Sunset, and Clearfield have higher tax rates than Farmington's proposed increase.

Mayor Anderson that sewer and garbage have raised their rates in recent pass-through tax increases unrelated to Farmington. Those were not decisions that the City Council made or have control over. Councilmember **Amy Shumway** said the sewer district is billed through Farmington as a courtesy to its residents. In Centerville, they get a sewer bill separate from the city bill.

Mellor said how cities gather and spend revenue is very heavily regulated. There are three forms of revenue: fees for service, sales tax, and property tax. Legally the City cannot make a profit on fees for service. All fees collected have to go for the service for which the fee is charged. Sales tax is capped, and the City cannot change that cap. Some 60,000 people come into Farmington on any given day largely to visit Lagoon, the Legacy Center, or Station Park. Farmington only has leverage over one of the three forms of revenue, and that is property tax.

There has been some discussion about why the City purchased Rock Mill just to be followed by a property tax increase. **Mellor** explained that Farmington took a piece of ground that was reserved for open space, sold it, and used the proceeds to purchase Rock Mill on the east side. Farmington plans to preserve this historic piece of property, but is not carrying it out yet due to lack of money. Currently, **Tom Owens** lives in the house and pays the City rent. Farmington is not giving any money to developers, and Lagoon and Station Park do not give any money to Farmington. There are no sweetheart deals.

Councilmember **Alex Leeman** told the audience that tonight is Part 2 of the discussion. He hoped they looked at the packet tonight to see the budget that got its start in March and ended in June, per State law. The proposed tax increase pays for what is in the budget. If the tax increase is not passed, the Council has to go back and adjust its budget, cutting things. Since March, all Councilmembers pored over the budget, trying hard to match baskets of money to where they go. They try hard to match one-time money with one-time expenses. The City needs to live within its means. One-time money shouldn't go to ongoing expenses like wages, which is the biggest expense the City has.

In the budget, there is a chunk of money allocated to trail construction. This is a grant where the State pays three quarters of the trail expense, and Farmington has to pay the remainder. The one-time money is earmarked for the trail, and it is not ongoing money. This is one example of how the City doesn't have a free-for-all budget it can spend on just anything.

Layton said that each City department head came to the Council with budget that delineated both what they needed and what they wanted. Some 80% of each budget was cut. **Leeman** said he loves that the City's department heads don't make the Council make the hard decisions. They look at each other's lists that are also considered by the Budget Committee. Almost everything that was cut from the budget were things the department heads cut themselves. They recognize where the priorities need to be, which makes it easy for the Council to follow the recommendations. **Mayor Anderson** recalls the all-day meeting he had with the Police Chief in February while preparing for the budget. It was the gloomiest of them all.

Police Chief **Eric Johnsen** addressed both the Council and the standing-room-only audience. Since 2010, he has been involved in Farmington PD's hiring process in some capacity. Lately, they have not had very many applicants and have not even required a physical test. There have been so few applicants that all have been interviewed. After interviewing eight to nine applicants, it turned out that only two were worth the time. It has been very discouraging. Last year's budget allowed for three new officers, but Farmington was only able to hire one due to low wages and other forces. Now that higher wages are being proposed, the City had 30 applicants for two positions. Because they had so many applicants qualifying on paper, they needed to weed the pool down with a series of tests. Of the 30 applicants, 18 showed up for the prothrombin time (PT) and written tests. They interviewed eight applicants last week, and all were worth their time. They plan to interview another eight tomorrow. Three to four of these applicants are laterals, something Farmington has never been able to attract because the pay was so little. This interview cycle has been the first time **Johnsen** has been excited since 2010 because he feels he can once again pick the best of the best. Farmington's expectations are higher now, which is encouraging. He said Farmington residents deserve the best police department, not less-than police officers. There are so many things that require Farmington officers to be at the top of their game, as the City has complex policing requirements with a large retail center and many roadways traversing it.

Councilmember **Scott Isaacson** said he has studied the budget for months, looking at it line for line. When it was suggested that property taxes may need to be raised, initially the elected officials' reactions were against it. It is the last thing they wanted to do. However, he is now convinced that the tax increase is absolutely needed for the community. The Council was elected to make hard decisions. He pointed out that as the value of a home goes up, owners don't pay more property tax. When assessed home values go up in the County, the tax rate goes down so that the amount coming into the Farmington stays the same as the year previous. He didn't understand this for years, and many still don't understand this. The tax rate doesn't increase unless the Council votes on it.

Leeman said there are only two ways Farmington can increase revenue: increase property taxes or increase the growth of the City. An empty field pays about \$5 of taxes per year. If a business or 10 homes are built on the same ground, it generates thousands of dollars in taxes. Farmington got spoiled because in the early 2000s and onward, the City was growing. His own home was built in 2009. Every year Farmington's revenue increased because the City was growing. Now,

there are a lot fewer empty fields because Farmington has become built out. For 13 years, Farmington did not have a property tax increase. In that time, perhaps the City should have been more proactive and increased property taxes in smaller steps. Farmington Station's sales taxes have pretty much leveled out, along with property taxes. There is growth planned in the business park area north of Cabela's. Office buildings pay double the property taxes that houses do, and property taxes from a business park will sustain Farmington for a long time into the future. When interest rates went up, it affected developer loans. The City's long-term strategy may bear out and help pay the bills, but now Farmington is in a couple year gap. They need to stretch the current dollars to meet needs. Fuel, housing, and food are costing more, and Farmington employees are facing the same issues. He is open to residents asking why the City pays for specific things that are in the budget.

Mayor Anderson opened the Public Hearing at 7:30 p.m. He asked the audience to keep their comments to three minutes or less, and refrain from cheering and clapping. The Council will answer questions at the end of the public hearing in order to keep things more predictable and orderly.

Thomas Hatch (372 Greystone Drive, Farmington, Utah) said he is in favor with what all the guys in the back of the room with guns strapped to them want. He was referring to the many Farmington police officers in attendance. He is concerned with the huge increase in the sewer rate mentioned in the last City newsletter. He understands that Farmington doesn't have any control over the rate, it is determined by an outside agency, and it is billed through the City as a courtesy. However, he feels it is taxation without representation. He wants to know who is looking out for residents' interests regarding an entity that has the ability to raise taxes as much as the sewer district did. He doesn't understand how it is handled, and gets concerned when City representatives say they don't have control over it. He wants to know how residents can have control or a say.

Ed Rhodes (995 S. 475 W., Farmington, Utah) said he does support police officers. His dad was a mounted police officer in Pennsylvania. He said a sign was removed from the street he lives on a year ago. When it was removed, it violated the State and United States Constitutions that allow for notice, a hearing, and citizens' rights to voice their concerns. The constitutions were violated for due process, which caused a great problem for all the residents who live on his street. **Mayor Anderson** said he would call **Rhodes** after the meeting.

Tammy Hardy (24 W. Glover Lane, Farmington, Utah) asked if the tax increase will only go to officer wages. She doesn't like the increase, but she also wants police officers to be in the community and be able to support their own families. She appreciates the police, wants to make sure the increase goes to them, and that the money is not borrowed or taken for other things.

Garth Gatrell (1532 W. 1920 N., Layton, Utah) owned property at 38 N. 100 W., Farmington. He asked what portion of the increased revenue would be used for police officer wages, and not their vehicles and elsewhere.

Michael R. Criddle (147 Comanche Road, Farmington, Utah) said this was his first time attending a public hearing, and that he had never shared a comment on his property taxes before. He was a bit discouraged by the presentation before the public hearing was opened. He feels it was about why he should trust the Council, that the Council knows what is best for him, and that a decision has already been made. He got the impression from the notice on his property tax bill

that he could be heard. However, tonight he is not sure if the Council is interested in hearing his concerns. They just told him why he should be enthusiastic for the tax increase that will fund the police. He said that in the five years he has lived in Farmington, his taxes have increased dramatically, almost doubling in those five years. While he agrees with a property tax increase, he would like to see it be less over time, rather than large chunks.

Mayor Anderson said there are a lot of city tax philosophies. There can be big dramatic jumps every so often, or micro-adjustments every year, resulting in more of a slope rather than big steps. **Criddle** said he is an accountant by profession, so budgeting and planning are important to him. It is difficult to have a shortage in his escrow account, which affects his monthly mortgage payment and budget each month for a year. He would prefer smaller increases more frequently.

Marcus Keller (1691 Country Bend Road, Farmington, Utah) said he is never excited to see a property tax increase. He sees so many local governments across the state kick the can down the road until the need to increase taxes balloons, causing pain and discouragement at TNTs. The City's responsibility is essential, as are police officers and the need to attract the best police officers. He appreciates the City Council stepping up to make this tough decision. He encouraged the Council to look at inflation figures every two years when preparing budgets. Other cities have policies to regularly review inflation and property taxes, which avoids large future spikes. Hopefully Farmington's future growth will help. The way the City has to report the tax increase as a percentage is misleading. He loves the idea of having small incremental increases that are easier to prepare for on a budget. It is easier for people to digest. People understand inflation, and the City is not exempt. Smoothing out big spikes makes the process easier. Farmington is so dependent on sales tax, and it is eventually inevitable that is going to slow down or flat line. Property taxes need to keep up with inflation.

Mayor Anderson said he attends a monthly meeting with other Davis County mayors, and most of them start talking about budgets each February. In the group, there is a large fear of holding a TNT hearing, so they kick the can down the road. However, one city does it every year, revisiting the issue to see where they stand.

Tyler Judkins (1806 W. 625 N., Farmington, Utah) said when he received notice of this meeting, he felt the government was trying to find a way to get into his pockets again. He has lived in Farmington for 17 years, and in his current home for eight to nine years. His taxes have gone up every year. His taxes continue to go up at the same time Farmington continues to dramatically change. He sees a whole bunch of building going on, and the increased tax revenue should offset expenses. He doesn't understand this, and the city government must operate under different guidelines than a household does, which he respects. He has a child in college and is self-employed. However, he can't ask his clients to pay him more because his own expenses have gone up. That is not how it works.

The need for police is well known, and he has respect for the police, as he doesn't want to do their jobs. He respects their sacrifice of being put in harm's way to protect him and the community. However, he has an ax to grind. Recently while completely stopped in a left hand turn lane at a red light on Park Lane and Main Street, he glanced at his phone. An officer pulled him over for operating a cell phone while operating a motor vehicle. He would have appreciated a conversation about the issue to help him understand rather than getting a ticket. The police chief respectfully responded to the situation, and stood behind the officer who had issued the ticket, as he should. However, his opinion is that the City should use the funds to hire a higher

caliber of officer than those who do petty things such as this. They are just out to get you and fishing for stuff to issue a citation. He would have had more respect if he had received a warning instead. He wants officers engaged in meaningful things to protect residents. He supports the tax increase, and appreciates the chance to be heard.

Reuben-Thomas Cowen addressed the Council, saying he doesn't have a current address. He would like to know what email to use to contact the Council, and requested that the City get unregistered agents out now, especially those who killed **Chase Allan** last year. Some in the audience yelled their approval of his statement.

Gary Daniels (159 W. Oakridge Drive, Farmington, Utah) said he has seen a lot happen in the 50 years he has lived in Farmington. He was under the understanding that the new development in Station Park and the proposed industrial park would produce sales tax revenue so that property taxes wouldn't have to be increased as proposed. He does understand how property valuations affect tax rates. However, he would like to know where the sales tax goes and how it comes to Farmington City. Station Park and Lagoon are wonderful facilities, but where does the sales tax from those facilities go? Is sales tax supplementing property taxes? He loves the police and fire departments, and they deserve to be on parity with everyone else. When does Farmington receive the benefit of all the traffic and everything that happens at Station Park, which is a wonderful place that he enjoys. It is understandable if Farmington benefits.

Debra Lynn Connor said her father served four combat tours of duty including in the Air Force, Navy, World War II, Korea, and Vietnam. So, she does respect law enforcement. Expressed she is not O.K. that **Chase Allan** was murdered.

Bob McKeen (1351 N. 1670 West, Farmington, Utah) has lived in Farmington for 26 years, raising his family here. He would like TNT hearings to be held on a more frequent basis. Since he has paid off his home, his situation is different when it comes to paying his property taxes. He would like little increments that are easier to swallow compared to a big gulp. He is grateful for the police and that the tax increase will be going to them. As an engineer, he loves numbers and calculated that the increase is about \$2 to \$4 a week, which he is willing to pay. He has spent most of his career working for various federal government agencies, where he has seen inefficiencies and wastes that suck money. He would like the Council to seek to eliminate inefficiencies in order to offset tax increases or be able to send more money to police.

Loren Pierce, He spent close to two weeks with **Chase Allan**'s brother-in-law. Expressed concern over the death of **Allan**.

Kristen Sherlock (1371 Longhorn Drive, Farmington, Utah) said as a Realtor, she helps people contest their taxes. However, she is happy to support this tax increase. One of Farmington's struggles is wage stagnation. People claim housing is an affordability issue, but pay has kept stagnate, including for City Staff. People are motivated to work when they are paid well. Having conversations about needed tax increases should be done every couple of years. This is better than having conversations with pitch forks and torches.

Whitney Allen (1664 Spring Meadow Lane, Farmington, Utah) said she feels citizens don't have a say, and the Council is just informing them of what they are going to do. She asked when anyone has a say. Everyone is being hit by inflation. If she needs to buy food that now costs more, she has to cut things in her budget to afford it. What has the City cut that they don't need?

The money is not the Council's money; it is Farmington citizens' money. It feels residents have no say in where this money is going. She would like to see the line items that correspond to the percentage increase in property taxes being requested. She apologized for not trusting government. However, taxes always go up and the amount of government workers in Utah has also increased. She agrees that police should be paid well so she can be protected, but she wants to see line items and what it is going for.

Mayor Anderson closed the Public Hearing at 8:15 p.m., noting that the electronic Zoom meeting was not functioning properly for this meeting. He told the audience that the Council is listening to them and appreciates and values their comments. They have studied these issues during a six-month process, and the rest of them have had 16 days. The City needs to look into informing residents of the sewer district's public meetings, as well as other public taxing entities' meetings. He isn't even sure when and how to be involved in sewer district matters.

Mellor agreed, saying residents have representation on the sewer board and on other public bodies. Residents vote for their sewer board members, and a local representative has been elected. Some have been on the sewer board for 38 years. The sewer board positions are not well promoted, and not a lot of people campaign to be a sewer representative. **Mayor Anderson** said it would be good to publish the names of the sewer board members in an upcoming newsletter.

Councilmember **Roger Child** said Councilmembers are assigned to different county entities that have the ability to increase taxes. As such, they are in there reviewing these separate budgets in addition to the City's budget. For example, he is part of the mosquito board and is familiar with that budget. He has never seen any resident at those public meetings, even though meeting notices are published publicly.

Leeman said the reason why the sewer increase is so substantial this year is because there is a new law in effect to increase sanitation standards, affecting how clean discharged water has to be. Water now needs to be treated to a higher degree. This applies to all sewer boards across the entire State.

Mayor Anderson said the City should figure out how to be a better middle man. The constitutional concerns regarding the City's Police Department affect the insurance company's risk rating. This rating affects residents' everyday lives, as their own home and auto insurance can be directly influenced by the City's insurance rate. It is important that the City not be a dangerous place. When cities get sued, the big lawsuits usually involve constitutional claims. Cities get what they pay for. If they want bottom-of-the-barrel police officers, a City should pay less. Then they get what they pay for. That is how to deal with the risks.

Mellor said the increased revenue from the tax increase would go to pay for police wages as well as the associated payroll tax withholdings, health insurance, retirement contributions, and vehicles.

Leeman said the Council doesn't have the legal power to fence off money in the General Fund and not use it for something else. Next year, the Council could vote to reduce police wages 20%, although that is not likely. The General Fund is used for parks and recreation to keep the soccer fields and pool up, for example. Farmington could shudder the pool and save a lot of money.

This tax increase is expected to produce \$1,034,000, which is allocated to the police department for wages and to fully fund associated equipment.

Isaacson said he understands that it looks like this decision has already been made. The City does things according to State statute and therefore has to adopt their budget by the end of June. However, the TNT is supposed to be held in August, which doesn't make sense to him. Doing the budget earlier than the TNT helps them decide if a tax increase should be part of the budget. Farmington can't control State law. All Council meetings and agendas are public and published. Every document they look at is available to the public. The public can come and see every number and where every penny goes. It is totally transparent. Before he was an elected official, he never came to any of those public meetings, so he doesn't blame anyone else for doing the same. Although the Councilmembers all look at the budget line by line, he understands the perception that the decision has already been made.

Layton said is important that elected officials represent City residents, because they are willing to do the work for them. They spend hours and hours looking through thousands of documents. The finance director who prepared this budget lives in Farmington, so the taxes impact him like they do everyone else. Councilmembers live in Farmington, and the tax rates impact them and their families. This is the reason she digs through the numbers. For example, when she noticed the increase in pool fees per person, she thought about how it would affect her and her seven kids. Councilmembers want to spend taxes in the best way possible because they live here, too.

Leeman said he would rather the budget and TNT hearings be held simultaneously, because the budget drives the tax decision. The public comments that they feel the decision has been made before the hearing was held resonate with him. He has spent a decade serving on either the Council or Planning Commission, and sometimes residents have a perspective that he doesn't have. However, the Council doesn't make decisions on a whim. The residents should want the Councilmembers to come into a meeting having already studied the issues and thought about them. The Council already passed the budget, and already decided the budget needed a tax increase. In reality, the Council is trying to sell it to the public; that is how the system is set up.

Mayor Anderson noted that Farmington subsidizes parks and recreation to the tune of \$1 million per year. People from other cities come to Farmington to use their pool. Pools run at a deficit of about \$200,000 each year. There are other municipalities shutting down their pools, and these are hard questions cities have to consider. This is a policy question Farmington struggles with as well.

Layton said Councilmembers regularly visit and interact with the different departments in order to get to know the people there. They go on snow plow rides, visit the water house, watch the process needed to get water to residents' sinks etc. in order to get a deeper look into where the money goes and what the City needs. The Council is trying to represent residents.

Mayor Anderson said the Community Council is invaluable, and he invited residents to serve on it. This is a time each month for residents to come talk to Farmington department heads. They have agendas and seek resident feedback. There are ways for those who want to be more involved to have a say. In December he will send out an email inviting anyone to be part of the Community Council.

In response to **Gary Daniels'** comments, **Isaacson** said sales tax revenues from Station Park have helped Farmington not raise taxes for 13 years. It is built out now, and the City has had very little construction for the last few years. COVID hurt things, including sales taxes. Farmington planned to have big office buildings built by now to help with tax revenue. Now, there is not as much of a need for office buildings anymore. Big projects have been approved, but now interest rates are too high and sales tax revenues are not going up like they used to. Farmington has to be careful not to rely too much on sales tax, because it can fluctuate. More stable revenue is needed to fund police and fire. Farmington doesn't want to cut safety, and wants to fund it with reliable property taxes. The City was benefitted tremendously by Station Park, but sales tax has now plateaued.

Mellor said there was a time when Farmington got 1% of sales tax. If a city doesn't have a population increase as sales tax goes up, only half of 1% goes to point of sale. The other half goes to a distribution pool. For every \$100 spent in Farmington, the City gets 1%. Some cities like Fruit Heights don't have a sales tax base, so they become a distribution community. So some more populous cities help fund other cities that don't have a sales tax base.

Farmington tries to make sure public safety is paid for from stable revenue. **Mellor** doesn't fault previous City Councils, because it is virtually impossible to understand what the cost is for those sales tax collars. There are plenty of analyses prepared to predict sales tax, but there is no thought of the costs needed to bring in a shopping center and what it costs the City for its services such as helping catch shoplifters. It is hard to predict. Farmington got by for 13 years without having to raise property taxes.

Child said the City collects impact fees and sales tax from commercial development. Impact fees are designated by law to only be used to benefit the infrastructure of the City that would support new development. Farmington has funds in the bank it can't spend until a new fire station or water tank is needed. The State dictates where money can be spent. Sales tax is not increasing and the economy is being impacted all the way around. Inflation is impacting everyone's bottom lines, including the City's. Inflation has increased 25% over the last four years. Street inflation is totally different than government-published inflation. The City has not increased taxes to the level of inflation. Farmington has already shaved, cut, and eliminated any fluff in the budget.

Leeman noted that during budget preparation, Councilmembers considered a "cut list." **Mellor** said the list really includes deferred maintenance and purchases, or putting off the inevitable expenses such as vehicles. One big cut was holding off on building a State-mandated salt shed. By not installing xeriscaping around City Hall, they kick the can farther down the road. It is not necessarily that they have been cut, but that the City needs to find a better year to do it.

Leeman said xeriscaping would eventually save on water and maintenance costs, but it also costs to initially install. Therefore, the upfront costs will be paid for over time. Councilmembers look for inefficiencies, and labor is one of the biggest costs. For example, a robot that paints the lines on play fields has saved so much money, eliminating employee man hours. Years like this are good years to look at inefficiencies.

Layton noted that Fire Chief **Rich Love** had quite a few cuts to his budget. When she asked him which cut gave him the most heartburn, **Love** responded that he needed new fire hose. She didn't even know that fire hoses expire. Addressing the Council, **Love** said this year he didn't get

\$10,000 worth of fire hoses. He has a new engine coming, but not enough budget to outfit that new engine without stealing from other engines to try to satisfy State standards.

Leeman said Farmington became the fire department for Fruit Heights, and Farmington charges them more than it costs the City in order to supplement the budget. As such, Fruit Heights pays \$700,000 toward Farmington's budget. These are creative ways to handle the budget.

Mayor Anderson said we have many pockets through the City that they water and send crews to maintain, all while nobody uses them and the equipment becomes dilapidated. They are woefully underutilized assets.

Child said that Davis County should have its Western Sports Park finished by the spring. It will have eight full soccer fields, two indoor arenas, and parking for 2,000. The County has paid for changing it from traditional rodeo grounds to a more modern event center that will bring more traffic to Farmington. The City will need an increased police force to handle the daytime population. On a daily basis, more people will be coming to the City to spend their money on restaurants and shopping. This is money most cities will not receive, and Farmington will see a boost in sales tax. It may not be a tremendous increase, but it will be significant.

Mayor Anderson said Davis County told him the economic impact to the area while it was a rodeo and fairgrounds was \$3 million to \$5 million annually. As a fully functional sports park, it will be \$90 million annually. That is a huge increase from an asset that the County repurposed. There are a lot of good days ahead. But for now, the City is dealing with inflation and a police department with the lowest wages in the County.

Isaacson said the best kind of taxes are the one residents don't pay themselves, but where visitors to the City are paying the taxes.

Shumway noted that the City is taking \$1 million out of the General Fund for water, even though fees should be paying for it. Water rates are slowly increasing each year, but Farmington still has to fix water leaks and provide good water for residents. Most who spoke tonight asked for a slow, consistent tax increase, which the City is doing with its water rates. It was good feedback for the Council, who doesn't enjoy raising taxes.

Leeman said Farmington Police Department does not have a ticket quota. **Mayor Anderson** said the police operate under the philosophy not to unnecessarily write tickets, but to educate instead. **Mellor** said the ticket incident was discussed earlier, and there is more to the story. **Leeman** said he appreciates the police presence near the high school at 7:30 a.m. each school day. **Johnsen** said he makes no apologies for that.

Mayor Anderson said he was invited to a policing discussion with police chiefs from throughout the County. The global consensus is that crime, drugs, violence, and burglaries are going up as the County becomes more populated. Crime is being imported from other cities. Every City in Davis County is experiencing the same thing. They are all dealing with police wage issues and how to get a handle on it when Salt Lake and the Utah Highway Patrol (UHP) have deeper pockets and keep raising wages. It puts pressure on surrounding cities. Salt Lake and the UHP are offering to raise wages \$10 more an hour than Farmington. So, beginning officers can drive just 12 miles south and get a 30% differential, going from \$26 to \$38 an hour. These are issues the City wrestles with on an ongoing basis. Now they are poised waiting to see what

other cities are going to do in response to Farmington’s increase. Farmington needs to keep and retain officers without poaching them from other agencies.

Johnsen said Farmington should run with 35 officers, but today they have 27, going soon to 29. If the proposed tax increase doesn’t go through, he guarantees he would not be able to hire the two officers they are about to hire. **Leeman** pointed out that not all 27 are on duty at the same time, especially considering weekends and night shifts. **Johnsen** said they used to have two officers on duty from 1 to 6 a.m., but now they only have one. **Leeman** said when there is a school shooting, residents don’t want the police department to be short staffed.

Johnsen said he started working in Farmington in 2001, and it is now a very different city. **Child** said the reputation is that Farmington PD is understaffed. **Johnsen** said that from January to March of 2024, 35 cars were broken into, and guns were stolen in 15 of those cars. **Child** said Farmington residents are too trusting, and garage door openers are being stolen. There needs to be an education process.

Mayor Anderson said he prefers a proactive rather than reactive police force. It is better to prevent than spend time chasing crime. They recently picked up a California resident for shoplifting, and he was appalled that Farmington still prosecuted for shop lifting because others don’t. The Mayor wants that reputation out there so the City won’t be seen as a soft target.

Gatrell said the messaging on the tax notice was that it was for police force wages, not equipment and cars. The City has a messaging problem. **Mayor Anderson** said he is always looking for ways to better communicate with the residents, giving the information they want and need in a timely manner. He and **Mellor** will talk to Staff about how to do that using social media, websites, the newsletter, and text blasts.

Leeman said the newsletter article last month emphasized police wages. However, wages are defined by a compartmentalized employee, including benefits, which can be seen on Utah’s Right to Know website. **Child** said it includes equipment costs. When you hire someone, you have to outfit them.

Motion:

Isaacson moved that the City Council approve a resolution to formally adopt the final certified tax rate of 0.001741 as attached in the packet.

Layton seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

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

ADJOURNMENT

Motion:

Shumway made a motion to adjourn the meeting at 9:19 p.m.

Leeman seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

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

DeAnn Carlile, Recorder

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Larry Famuliner, Public Works Director
Date: August 21, 2024
Subject: Surplus Property

RECOMMENDATION(S)

Request that the City Council declare the following vehicle(s) as surplus and allow us to sell them.

BACKGROUND

'99 Ingersoll-Rand Tow Behind Compressor VIN # 305720UJJ221

These vehicle(s) have been replaced. We recommend that these vehicle(s) be sold. These vehicle(s) will go to JJ Kane Auctions at 2353 N. Redwood Road, Salt Lake City.

Respectfully submitted,



Larry Famuliner
Public Works Director

Review and concur,



Brigham Mellor
City Manager

A Statement in Favor of Re-authorizing the RAP Tax

Farmington's Recreation, Arts, and Parks Tax (colloquially known as the "RAP tax"), was first authorized in 2014 by the voters of Farmington and has been in place now for 10 years. The current RAP tax will expire on January, 1 2025. To avoid losing this source of revenue, Farmington is proposing to re-authorize the RAP tax for another 10 years. (It is worth noting that the only cities not collecting this tax in Davis County are Fruit Heights, West Point, and Sunset. Every other city in Salt Lake County, Weber County, Summit County, and Washington County collects this tax.)

The RAP tax comes from sales tax. It amounts to 0.1% of the local option sales tax. The RAP tax is collected on sales in Farmington per the state tax code and distributed to Farmington on a monthly basis by the state tax commission.

Over the past 9 fiscal years, the RAP tax has generated approximately \$4 million for Farmington's recreation, arts, and parks. The reality in Farmington is that about 75% of the RAP tax is generated by non-residents visiting our city. When these non-residents visit Lagoon or shop at Station Park, Farmington receives RAP tax revenue. In short, these non-residents are paying money into Farmington to fund our parks, arts, and recreation programs. Every time they pay sales taxes in our community, these non-residents help to improve our recreational amenities.

Without the RAP tax Farmington residents would be responsible for the entire burden of maintaining the recreation, arts, and parks amenities. That would put more of a burden on Farmington residents. Farmington is proposing to spread those costs to the non-residents who visit our city.

Previously, Farmington used RAP tax revenue to build the Gymnasium and to service the bond payments on the Gymnasium, which bond will be fully retired by June 30, 2025. Farmington also used RAP tax money to build and maintain the mountain bike park, the "Farm." If the City is able to re-authorize the RAP tax, it may use the funds for the following purposes:

- Improvements at the recently acquired Rock Mill Park
- Pool upgrades
- Park upgrades
- New trails and trail improvements
- Museum improvements
- Subsidize recreation programs (rather than taking money from the City's general fund)
- Subsidize the Active Aging program (which now has over 650 participants)
- Dog park
- Community garden spaces
- Funding the arts (plays, murals, performances, concerts, etc.)

Farmington City Council is in favor of re-authorizing the RAP tax so that Farmington can receive additional revenue from the people visiting our city and shopping in our stores. When they do so, they will be helping to pay for Farmington's beloved recreation, arts, and parks services.

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Chad Boshell, Assistant City Manager
Date: September 3, 2024
Subject: **Main Street (Park Ln. - Shepard Ln.) Storm Water Maintenance and Cooperative Agreement**

RECOMMENDATION(S)

Approve the maintenance and cooperative agreement with UDOT for the storm water management associated with the Main Street Widening Project.

BACKGROUND

As part of the Main Street Widening project, storm water from Main Street between Shepard Lane and Park Lane is being collected in a new storm drain collection system and discharged into a variety of existing storm drain pipes, ditches and basins. Rather than constructing new detention basins the project will utilize an existing basin and future planned basins for storm water detention. This agreement outlines the discharge locations and responsibilities of the City. The water was currently discharging into our system albeit through old irrigation and storm drain conveyance systems. Staff recommends approving the agreement with UDOT.

SUPPLEMENTAL INFORMATION

1. Agreement

Respectfully submitted,



Chad Boshell, P.E.
Assistant City Manager

Review and concur,



Brigham Mellor
City Manager

MAINTENANCE AND OWNERSHIP COOPERATIVE AGREEMENT
Between
THE UTAH DEPARTMENT OF TRANSPORTATION
And
FARMINGTON CITY

This Maintenance and Ownership Cooperative Agreement, by and between **Utah Department of Transportation** (“UDOT”) and **Farmington** (“City”). Each as party, (“Party”) and together as parties, (“Parties”).

RECITALS

WHEREAS, UDOT is progressing the design and construction for the roadway project identified as SR-106; Main Street in Farmington, Utah (“Project”); and

WHEREAS, UDOT will design and construct drainage improvements (“Drainage Improvements”) in Farmington City, Utah (the City), and impact an existing detention pond (“Existing Pond EX-101”) and an existing wetland (“Existing Wetlands EX-102”) and

WHEREAS, the City will, ensure that the existing detention pond is maintained and that storm water flows through the wetland area to maintain their historic flow capabilities (“Existing Pond EX-101 and Existing Wetlands EX-102”); and

WHEREAS, Farmington will accept UDOT stormwater at the connections shown in “Exhibit A” and that are incorporated by reference; and

WHEREAS, the City will accept stormwater flows into their pond and wetland area.

THIS AGREEMENT is made to set out the terms and conditions of drainage improvements, ownership, maintenance, and operations covered by this Agreement in accordance with the terms and conditions contained herein.

AGREEMENT

1. **Design and Construction**

UDOT will design and construct all Drainage Improvements within the UDOT right-of-way for the project.

2. **Ponds:**

a. **Existing Pond EX-101**

EX-101 pond will be utilized by the Parties for detention marked in Exhibit “B” that is incorporated by reference.

b. **Existing Pond EX-102**

EX-102 wetland will be utilized by the Parties for detention marked in Exhibit “C” that is incorporated by reference.

3. **Drainage Improvements**

There are five different locations where flows from the project outfall into the Farmington storm drain system. The 10-year 24-hour and the 50-year 24-hour flows from each of the five outfalls are listed in Exhibits "A".

4. **Long Term Operation and Maintenance**

- a. Parties agree to be responsible for long term operation and maintenance or ensurance of maintenance of Drainage Improvements and Ponds that are within their right-of-way or have agreed to maintain through this agreement.
- b. City shall be responsible for long term operation and maintenance of the existing ponds (EX-101 and EX-102) and drainage infrastructure to the existing ponds which is located outside of UDOT right-of-way.
- c. Parties will comply with the required stormwater permits, applicable laws, and regulations for Drainage Improvements and Ponds that they own or maintain.

5. **Requirements**

Parties will meet to discuss changes to Hydrologic and/or Hydraulic values that are deemed to be significant which will be approved by the City Engineer of Record and UDOT.

Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.

6. **Miscellaneous**

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.
- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- e. If any provision or part of a provision of this agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision.

- Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
 - g. The UDOT and the City are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
 - h. The date of this agreement is the date this agreement is signed by the last Party.
-

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Attest

Farmington City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)
.....

Recommended for Approval

Utah Department of Transportation

Title: Storm Drain Leader

Title: Project Manager

Date: _____

Date: _____

UDOT Comptroller Office

Title: Contract Administrator

Date: _____

