

**WORK SESSION:** A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to hear a presentation from Century Link – Broadband on improving internet speeds in west Farmington, and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, August 4, 2015, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

*Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.*

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

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

### **PRESENTATION OF PETITIONS AND REQUESTS:**

7:05 Davis School District Bond Information Presentation

### **PUBLIC HEARINGS:**

7:20 East Park Lane Subdivision Schematic Plan

### **CONSIDERATION OF ORDINANCES/RESOLUTIONS:**

7:30 Zoning Ordinance Amendment to Chapter 28 Regarding the Inclusion of Pool Houses Under Section 11-28-060

7:35 Consideration for Adoption of a Resolution of the City Council of Farmington City, Utah, Authorizing the Issuance and Sale of \$3,700,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2015; and Related Matters

### **SUMMARY ACTION:**

7:40 Minute Motion Approving Summary Action List

1. Approval of Minutes from City Council held on July 14, 2015
2. Public Improvements Reimbursement Agreement with Davis School District For 1100 West

**OLD BUSINESS:**

- 7:45 Silverwood Subdivision Trail/Jeppson Flag Lot Discussion Item
- 8:00 Ratification of Justice Court Agreements with Davis County, Fruit Heights, Kaysville and West Bountiful.

**GOVERNING BODY REPORTS:**

8:15 City Manager Reports

1. Executive Summary for Planning Commission Held July 16, 2015

8:20 Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

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

DATED this 5th day of August, 2015.

**FARMINGTON CITY CORPORATION**

By:   
DeAnn Carlile, Deputy City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

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

It is requested that City Manager Dave Millheim give the invocation to the meeting and it is requested that City Councilmember Cory Ritz lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

**S U B J E C T: Davis School District Bond Information Presentation**

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

## CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

**PUBLIC HEARING: East Park Lane Subdivision Schematic Plan**

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson, Associate City Planner  
Date: July 23, 2015  
SUBJECT: **EAST PARK LANE SUBDIVISION SCHEMATIC PLAN**  
Applicant: **Phil Holland – Wright Development Group**

### RECOMMENDATION

1. Hold a Public Hearing, and
2. Move that the City Council approve the enclosed Schematic Plan for the East Park Lane Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:
  1. The applicant shall address all outstanding DRC comments on preliminary/final plat;
  2. The applicant shall dedicate 66' of public right-of-way on the east boundary of the proposed subdivision on Final Plat;
  3. *(Note: the Planning Commission recommended this condition be removed.)* Preliminary and Final Plat shall be held jointly, or as separate items at the same meeting.

### Findings for Approval:

1. The proposed subdivision conforms to all of the development standards as set forth in the Farmington City Subdivision and Zoning Ordinances.
2. The proposed Schematic Plan begins a needed and planned north-south connection from Park Lane to points north, and conforms to the Master Transportation Plan and that plan's stated purpose of creating connectivity throughout the City.
3. The proposed road alignment will continue Lagoon Drive and will allow for future development of the road without being impeded by the wetland complex.
4. *(Note: this finding is contingent on whether the rezone of the subject property to CMU applies or not.)* The subdivision of this property will allow for future development, and though it is not directly a part of the proposed Mercedes Benz dealership, it will be continuation of this type of development which fits the CMU zone and is consistent with the master plan for this area.

## BACKGROUND

This item was before the Planning Commission on July 16<sup>th</sup>, at that meeting there was discussion on the zone change application that was approved for the Mercedes Benz dealership on May 25<sup>th</sup>. The City Council rezoned portions of the subject property from LS (Large Suburban) to CMU (Commercial Mixed Use) contingent on approval of a site plan; this rezone was a part of preparations for a Mercedes Benz Dealership west of this proposed subdivision. Staff pulled the minutes from that meeting and it was unclear whether the zone change to CMU applied to the two parcels of the proposed East Park Lane Subdivision or not. Councilman Young made a motion that read: *“the City Council rezone the property from LS to CMU effective only on approval of a site plan to ensure that the alignment of the minor collector (or the north extension of Lagoon Drive) is consistent with the goals and objectives of the General Plan, that the rezone be applicable only to that area being modified by the Mercedes-Benz site to the limits of the road on the upper alignment, and that the enabling legislation be modified to reflect the motion prior to the Mayor signing it.”* Staff did not know if the rezone was intended to apply only to the proposed Mercedes property, or if the proposed Mercedes property was the western boundary and the proposed alignment that is part of this subdivision was the eastern boundary. Either way, the zone change is contingent on the approval of a site plan. The question is whether this proposed subdivision is intended to be rezoned to CMU, or if that rezone was intended to only apply to the proposed Mercedes dealership.

The applicant, Phil Holland of Wright Development has applied for conditional use and site plan approval for the Mercedes dealership, and has also applied to amend the Farmington Fields Subdivision plat. The application before you tonight is related to these other applications, but is being held separately; the reason for this is because the applicant will be dedicating right-of-way as part of this subdivision and will be required to go through the full major subdivision process, which includes schematic plan, preliminary plat, and final plat. The conditional use and site plan approval is a one-step process and will appear before the Planning Commission for approval/denial at a later date. Likewise, the plat amendment, because it is a joining of two lots rather than a subdivision, will also be a one-step approval process and will likely go before the City Council for approval/denial at the August 18<sup>th</sup> meeting.

Although the plat amendment, subdivision, and site plan are three separate applications, it is important to note that the existing lot in the Farmington Fields Subdivision that is part of the plat amendment is owned by Dan Nixon, the proposed Mercedes site plan includes the Dan Nixon property, and one of the two lots in this proposed subdivision would be traded to Mr. Nixon for his existing Farmington Fields lot. Therefore, while the three applications are separate, they are all inextricably linked in that each application is dependent on the other for any one of them to successfully move forward.

Although this subdivision is a simple two lot subdivision, on the City's Master Transportation Plan, there is supposed to be a minor collector extension of Lagoon Drive to points north. There has been some discussion on the merits of taking the road high or low, but the applicant, because he is the first in, has decided to take the road high to accommodate their proposed plans. There is a wetland complex on the west end of this undeveloped area, and by going high, it misses this complex. The City has long envisioned this area may be Commercial Mixed Use, as demonstrated by the General Plan, however, this application is the first piece of this development pattern. By constructing a minor collector road, this will enable future development, whether commercial or residential to occur, and will aid in the overall circulation patterns of the City. Because the applicant is the first in, he will be responsible for building the full width of this road, with curb and gutter, 37' of asphalt, and full side treatments only on the side of the road where the subdivision is currently being proposed, which will equal 7' of park-strip and 5' of sidewalk, or 12' total.

Because this is a simple two lot major subdivision, staff is recommending that preliminary and final plat be held jointly, or as separate items at the same meeting. The only complication to this subdivision is in assuring compliance to city standards in the construction of the road. If preliminary and final plat are held jointly, the applicant will provide improvement drawings as part of his next step in the subdivision process, and the DRC will review those as part of the final review. However, the Planning Commission felt that having a two-step review process at preliminary and final plat respectively would ensure that the applicant meets all development requirements. Staff is still confident that holding concurrent preliminary and final plat would ensure compliance and save the applicant an additional step, and would expedite the proposed Mercedes dealership, as a part of that site plan is a land swap that is contingent upon the approval of this subdivision. However, the motion reflects the potential for dropping condition 3, as recommended by the Planning Commission.

Supplemental Information

1. Vicinity Map.
2. Schematic Subdivision Plan.
3. Minor Collector Cross Section Detail.

Applicable Ordinances

1. Title 11, Chapter 7 – Site Development Standards
2. Title 11, Chapter 19 – Commercial Mixed Use Zone
3. Title 12, Chapter 6 – Major Subdivisions
4. Title 12, Chapter 7 – General Requirements For All Subdivisions

Respectfully Submitted



Eric Anderson  
Associate City Planner

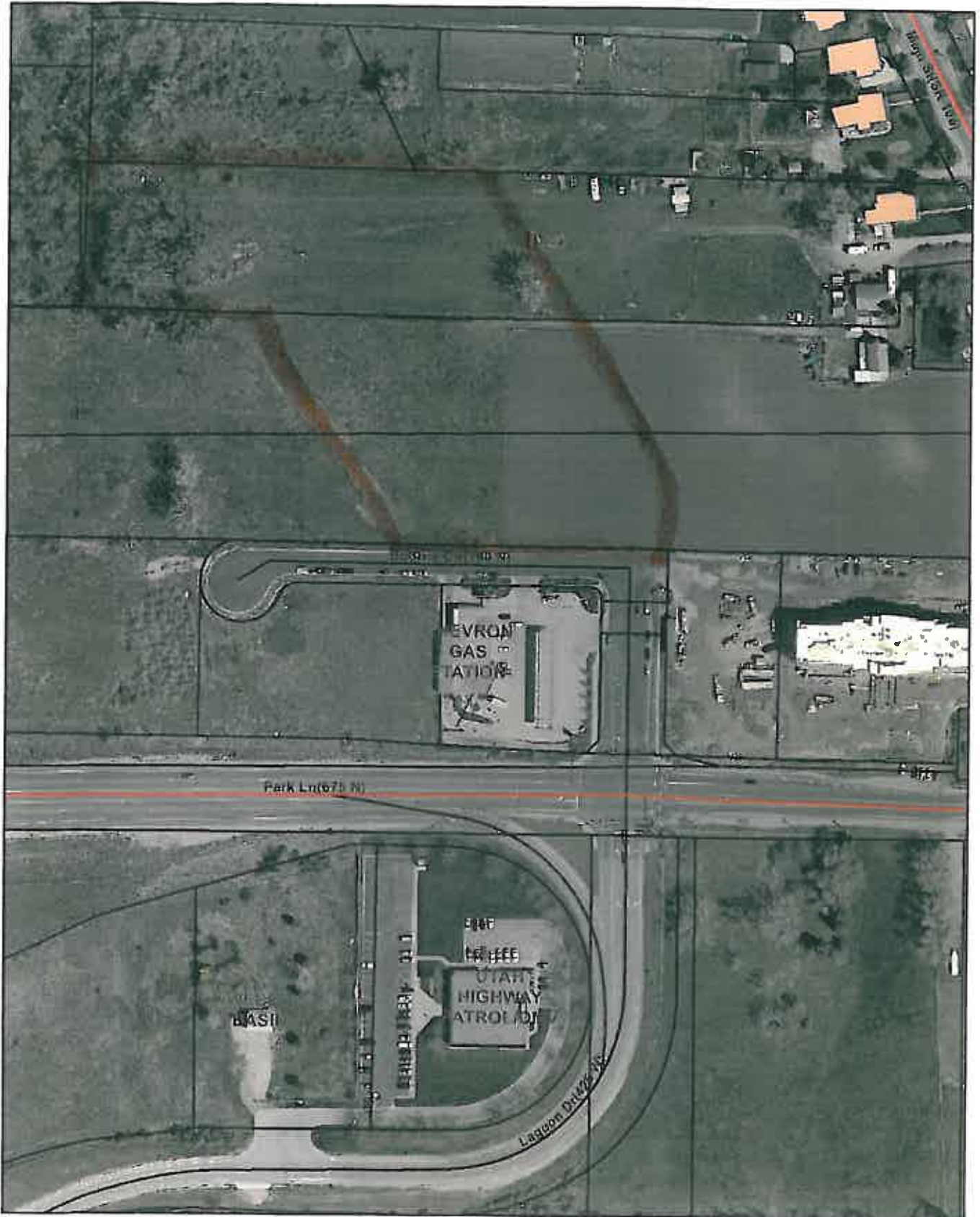
Concur

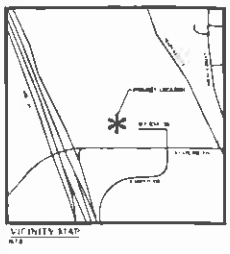


Dave Millheim  
City Manager



# Farmington City





**SITE SCHEDULE**

TOTAL SHEETS: 12  
 SHEET NO.: 01

**CULINARY AND IRRIGATION WATER SYSTEMS**

TYPICAL WATER SYSTEMS PER FARMINGTON CITY STANDARDS AND DESIGN AND RELATIONS

**STORM DRAIN AND SANITARY SEWER SYSTEMS**

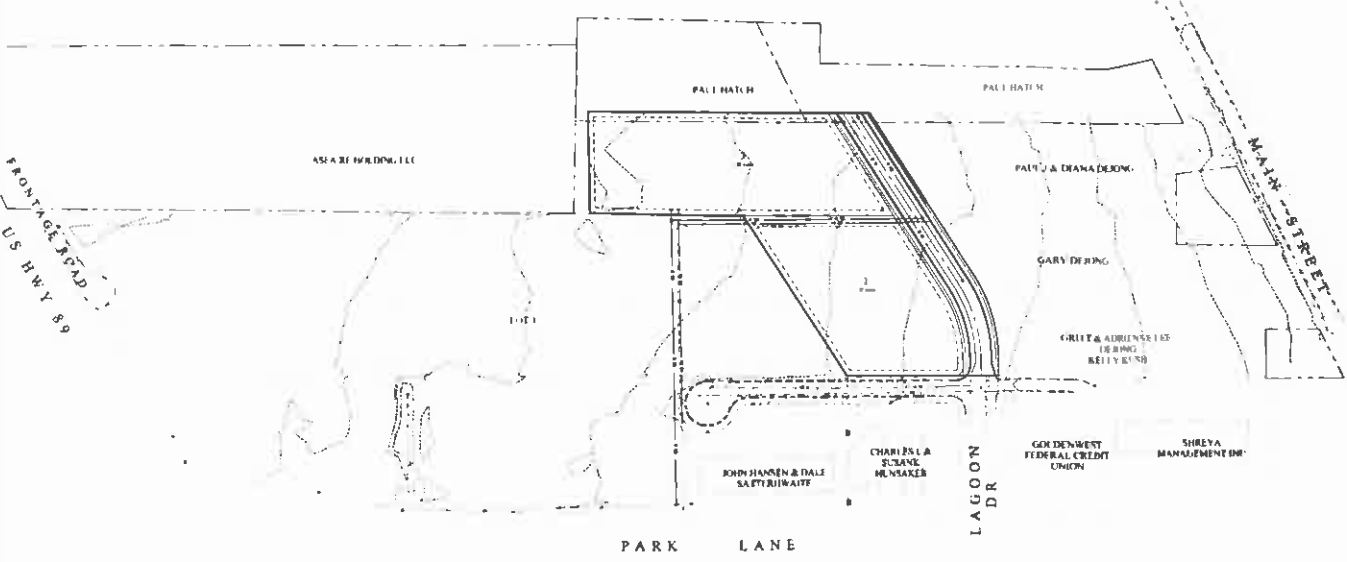
TYPICAL SANITARY SEWER SYSTEMS PER CENTRAL DAVIS SEWER DISTRICT  
 TYPICAL STORM DRAIN SYSTEMS CORRELATE WITH CENTRAL DAVIS SEWER DISTRICT

**FEMA FLOOD PLAIN MAPS**

THE PROPERTY IS LOCATED WITHIN ZONE V  
 FOR NO COASTAL STORM SURGE AND  
 EFFECTIVE DATE 08/11/09

**ZONING DESIGNATIONS**

CURRENT ZONING: COMMERCIAL MEDIUM DENSITY



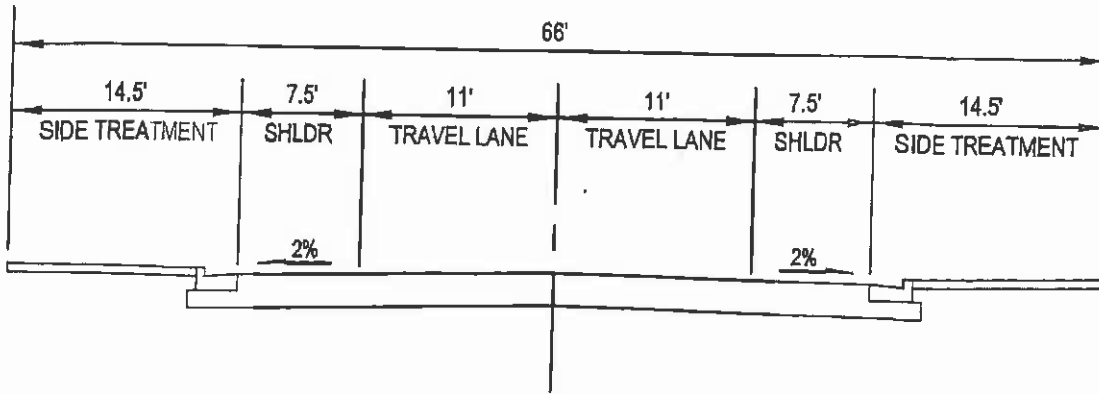
**LAGOON DRIVE COMMERCIAL SUBDIVISION**  
 FARMINGTON CITY, DAVIS COUNTY, UTAH  
**SCHEMATIC PLAN**

NO.	DATE	DESCRIPTION

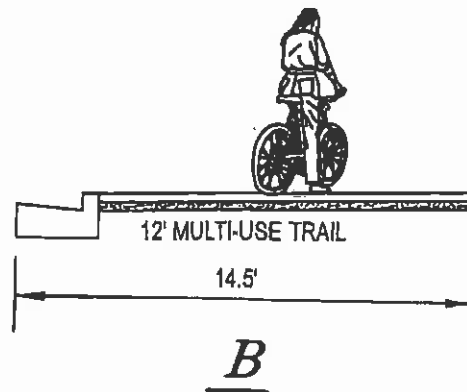
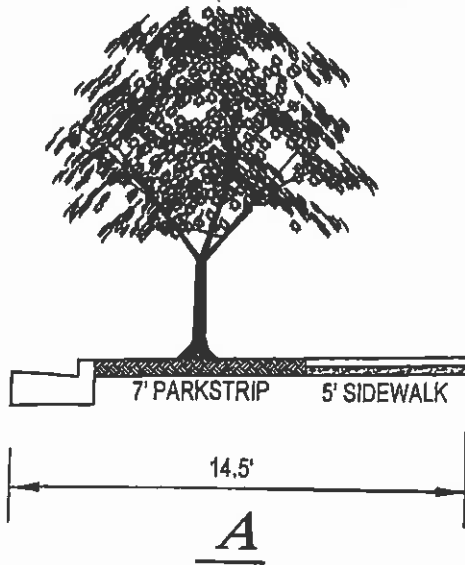
**SCHEMATIC PLAN**

C01

# MINOR COLLECTOR



## 66-FOOT RIGHT-OF-WAY 2 LANES



## SIDE TREATMENTS

### ROAD SECTION

PLAN NO. 260 SP  
DRAWING 3 OF 6

## CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

**S U B J E C T: Zoning Ordinance Amendment to Chapter 28 Regarding the Inclusion of Pool Houses Under Section 11-28-060**

### ACTION TO BE CONSIDERED:

1. Hold a Public Hearing
2. Move that the City Council approve the enclosed zone text amendment updating Chapter 28 Regarding the inclusion of pool houses under section 11-28-060

### GENERAL INFORMATION:

See attached staff report prepared by Eric Anderson, Associate City Planner

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



# FARMINGTON CITY

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CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: July 23, 2015

SUBJECT: **ZONING ORDINANCE AMENDMENT TO CHAPTER 28 REGARDING  
THE INCLUSION OF POOL HOUSES UNDER SECTION 11-28-060**  
Applicant: Farmington City

### RECOMMENDATION

- I. Hold a Public Hearing;
- II. Move that the City Council approve the enclosed zone text amendment updating Chapter 28 Regarding the inclusion of pool houses under section 11-28-060.

### Findings for Approval

1. Pool houses are not separated from accessory buildings, and this zone text amendment does not change that, however, it allows for more flexibility in the setback standard for pool houses where it makes sense and certain design considerations can be used to mitigate potentially negative affects.
2. Limiting this to the side corner further clarifies the zoning ordinance as it relates to the single family residential zones.

### BACKGROUND INFORMATION

Currently, the ordinance is silent on pool houses as accessory buildings as it relates to side corner setbacks. We have recently had an application to build a pool house 15' from the side property line, and the request is reasonable and would enhance not only the property, but also the neighborhood. However, staff is required to look at pool houses as simply being accessory buildings, and such buildings are not allowed in the side yard in residential zones. However, the proposed pool house would be 15' away from the property line and would be screened from the street. Staff wants to clarify the Zoning Ordinance to allow for some flexibility when considering pool houses, specifically as it relates to side corners.

Supplemental Information

1. Enabling Ordinance
2. Exhibit "A"

Applicable Ordinance

Title 11, Chapter 28

Respectfully Submitted



Eric Anderson  
Associate City Planner

Concur



Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. 2015 -**

**AN ORDINANCE AMENDING CHAPTER 28 OF THE  
FARMINGTON CITY ZONING ORDINANCE REGARDING  
THE INCLUSION OF POOL HOUSES IN SECTION 11-28-060  
(ZT-9-15).**

**WHEREAS**, the Planning Commission has held a public hearing in which the proposed Amendment for Chapter 28 of the Farmington City Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

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

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

**Section 1. Amendment.** Section 11-28-060 of the Farmington City Zoning Ordinance, is hereby amended as set forth in Exhibit "A" attached hereto and by this 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 upon the approval of a site plan application related to the subject property.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 4<sup>th</sup> day of August, 2015.

**FARMINGTON CITY**

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

**ATTEST:**

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

EXHIBIT "A"

CHAPTER 28

SUPPLEMENTARY AND QUALIFYING REGULATIONS

11-28-010	Effect of Chapter.
11-28-020	Building Lot Required.
11-28-030	Minimum Lot Areas to be Preserved.
11-28-040	Open Sky.
11-28-050	Supplementary Yard Regulations.
11-28-060	Location of Recreational Pools and Tennis Courts.
11-28-070	Maximum Coverage Area of Accessory Buildings.
11-28-080	Location of Architectural and Integral Parts.
11-28-090	Maximum Height Limitations Exceptions.
11-28-100	Minimum Height of Dwellings.
11-28-110	Minimum Size of Dwellings.
11-28-120	Temporary Use of Land and Structures.
11-28-130	Native Material Removal.
11-28-140	Fences.
11-28-150	Clear Vision.
11-28-160	Open Storage in Residential Zones.
11-28-170	Public Improvements Required.
11-28-180	Additional Requirements for Dwellings.
11-28-190	Wireless Telecommunication Facilities.
11-28-200	Secondary Dwelling Units.
11-28-210	Small Auto Dealership.
11-28-220	Class "A" Self Storage
11-28-230	Demolitions
11-28-240	Transfer of Development Rights/Lots. (TDR)
11-28-250	Class "A" Auto Sales

The regulations set forth in this Chapter shall qualify or supplement the zone regulations elsewhere in this Ordinance.

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**11-28-060 Location of Recreational Pools and Tennis Courts.**

(a) Private Recreational Pool. Any private recreational pool not completely enclosed within a building having solid walls shall be set back at least five (5) feet from the rear and side property lines and at least thirty (30) feet from the front property line. The private recreational pool shall be not less than twenty (20) feet from any neighbor's dwelling. Any detached accessory buildings related to an unenclosed pool shall meet setback requirements and standards for such buildings, except the side corner setback may be reduced to fifteen (15) feet. Any recreational pool shall be completely surrounded by a fence or wall having a height of at least six (6) feet. In lieu of fencing on hot tubs, spas or jacuzzis,



security covers may be provided. Fences or walls that are not solid shall have intermediate rails or an ornamental pattern such that a sphere four (4) inches in diameter cannot pass through. Gates shall be equipped with self-closing and self-latching devices. No loudspeaker device which can be heard beyond the property lines of the premises on which any recreational pool has been installed may be operated in connection with such pool, nor may any lighting be installed in connection with such pool which shall throw any direct rays beyond such property lines.

## CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

**SUBJECT: Consideration for Adoption of a Resolution of the city council of Farmington City, Utah, Authorizing the Issuance and Sale of \$3,700,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2015; and Related Matters**

### ACTION TO BE CONSIDERED:

Approve the enclosed Resolution authorizing the issuance and sale of \$3.7 million dollar sales tax (RAP tax) bonds

### GENERAL INFORMATION:

See attached staff report prepared by Keith Johnson, Assistant City Manager

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

# FARMINGTON CITY



H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: July 27, 2015

Subject: **APPROVE THE RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 3.7 MILLION DOLLAR SALES TAX (RAP TAX) BONDS.**

### RECOMMENDATIONS

Approve the enclosed Resolution authorizing the issuance and sale of \$3.7 million dollar sales tax (RAP tax) bonds.

### BACKGROUND

This Resolution authorizes the City to sell up to \$3.7 million in sales tax bonds. We are only proposing to sell \$3.5 million, but this allows us to have some extra room if we wanted to do more than the \$3.5 million. We have to pledge all of the sales tax in order to issue these bonds, as the RAP tax is brand new and no one knows exactly sure how much that it will bring in for the City. These bonds were voted on and passed in this past November election. These bonds will be used to pay for the building of the gym and park along 650 W. These bonds are for 10 years and will be paid from the RAP taxes collected.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

Farmington, Utah

August 4, 2015

The City Council (the "Council") of Farmington City, Utah (the "City"), met in regular public session at the regular meeting place of the Council in Farmington City, Utah, August 4 2015, at the hour of 7:00 p.m., with the following members of the Council being present:

H. James Talbot	Mayor
John Bilton	Councilmember
Doug Anderson	Councilmember
Cory Ritz	Councilmember
Brigham Mellor	Councilmember
Jim Young	Councilmember

Also present:

Holly Gadd	City Recorder
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After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 4, 2015, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the Issuer. The resolution is as follows:

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

A RESOLUTION OF THE CITY COUNCIL OF FARMINGTON CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF \$3,700,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2015; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF A SUPPLEMENTAL INDENTURE, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2015 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to finance the construction of a gym facility, including but not limited to basketball courts and other such rooms, and a regional park complex with fields, bowries, restrooms and any related improvements (collectively, the "Series 2015 Project"), and (b) pay costs of issuance with respect to the Series 2015 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Sales Tax Revenue Bonds, Series 2015 (the "Series 2015 Bonds") (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), this Resolution, and a General Indenture of Trust dated as of May 1, 2004 and a Supplemental Indenture (collectively, the "Indenture"), each between the Issuer and Zions First National Bank, as trustee (the "Trustee"), in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must give notice of its intent to issue such bonds and hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer authorizes the publication of a public hearing for this purpose with respect to the Series 2015 Bonds in compliance with the Act; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity may give notice of its intent to issue such bonds; and

WHEREAS, in order to allow the Issuer flexibility (with the consultation and approval of the Issuer's Financial Advisor, Zions Bank Public Finance (the "Financial Advisor")) in setting the pricing date of the Series 2015 Bonds, the Council desires to

grant to the City Manager and Assistant City Manager (the "Designated Officers"), the authority to select the Purchaser, and approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold, to determine whether the Series 2015 Bonds should be sold, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

NOW, THEREFORE, it is hereby resolved by the City Council of Farmington City, Utah, as follows:

Section 1. The Issuer hereby authorizes and approves the issuance and sale of the Series 2015 Bonds for the purpose of financing the Project in the aggregate principal amount of \$3,700,000, shall bear interest at the rate of one and a half percent (5.00%) per annum, shall mature in not more than fifteen (15) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and shall be subject to redemption, all as provided in the Indenture. The issuance of the Series 2015 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the Attorney for the Issuer.

Section 2. The Indenture in substantially the form presented to this meeting and attached hereto as Exhibit B is hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Indenture in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are hereby authorized to select the Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2015 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2015 Bonds, the Bond Purchase Agreement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2015 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 4. The form, terms, and provisions of the Series 2015 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor or Mayor pro tem and the City Recorder are hereby authorized and directed to execute and seal the

Series 2015 Bonds and to deliver said Series 2015 Bonds to the Trustee for authentication. The signatures of the Mayor or Mayor pro tem and the City Recorder may be by facsimile or manual execution.

Section 5. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2015 Bonds in accordance with the provisions of the Indenture.

Section 6. Upon their issuance, the Series 2015 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2015 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2015 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 7. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2015 Bonds are delivered by the Trustee to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2015 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9. The Issuer shall hold a public hearing on September 1, 2015, to receive input from the public with respect to the issuance of the Series 2015 Bonds, and the potential economic impact that the improvements to be financed with the proceeds of the Series 2015 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published once a week for two consecutive weeks in the Davis County Clipper, a newspaper of general circulation in the Issuer, on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Farmington City offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer hereby authorizes the publication of a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

## NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on August 4, 2015, the City Council (the "Council") of Farmington City, Utah (the "Issuer"), intends to adopt a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Sales Tax Revenue Bonds, Series 2015 (the "Series 2015 Bonds") in the maximum principal amount of \$3,700,000 (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer).

### TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on September 1, 2015, at the hour of 7:00 p.m. at 160 South Main, Farmington City, Utah. The purpose of the hearing is to receive input from the public with respect to the issuance of the Series 2015 Bonds and any potential economic impact that the Project to be financed with the proceeds of the Series 2015 Bonds may have on the private sector. Interested individuals are invited to express their views, both orally and in writing, on the proposed issue of the Series 2015 Bonds and the location and nature of the Project. All members of the public are invited to attend and participate. Written comments may be submitted to the Issuer at the City Recorder's office located at 160 South Main, Farmington City, Utah, until 5:00 p.m. on or before September 1, 2015.

### PURPOSE FOR ISSUING THE SERIES 2015 BONDS

The Series 2015 Bonds will be issued for the purpose of (a) financing construction of a gym facility, including but not limited to basketball courts and other such rooms, and a regional park complex with fields, bowries, restrooms and any related improvements (the "Project"), and (b) paying costs of issuance of the Series 2015 Bonds.

### EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge 100% of the revenues produced by local sales and use taxes levied by the Issuer under the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code (the "Revenues").

### PARAMETERS OF THE SERIES 2015 BONDS

The Issuer intends to issue bonds in the aggregate principal amount of not more than Three Million Seven Hundred Thousand Dollars (\$3,700,000), to bear interest at the rate or rates of not to exceed five percent (5.00%) per annum, to mature in not more than fifteen years (15) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof. The Series 2015 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a Supplemental Indenture (the "Indenture") which was before the Council and attached to the Resolution in substantially final form at the time of the adoption of the Resolution. Said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Designated Officers; provided



that the principal amount, interest rate or rates, maturity, and discount of the Series 2015 Bonds will not exceed the maximums set forth above.

#### OUTSTANDING BONDS SECURED BY TAX REVENUES

The Issuer has \$546,000 of Sales Tax Revenue Bonds currently outstanding that are secured by Revenues (as more fully described in the Indenture).

#### OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: <http://auditor.utah.gov/lgReports.html>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Keith Johnson, City Finance Director at (801) 451-2383.

#### TOTAL ESTIMATED COST

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2015 Bonds if held until maturity is \$3,982,308.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder, 160 South Main, Farmington City, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture, or the Series 2015 Bonds, or any provision made for the security and payment of the Series 2015 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this August 4, 2015.

\_\_\_\_\_  
/s/Holly Gadd  
City Recorder

Section 10.

The Council hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project, in an amount not to exceed \$3,700,000. The Series 2015 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was made.

Section 11. The Issuer hereby reserves the right to opt not to issue the Series 2015 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing with respect to the issuance of the Series 2015 Bonds and any potential economic impact that the Project to be financed with the proceeds of the Series 2015 Bonds may have on the private sector.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this August 4, 2015.

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

I, Holly Gadd, the duly appointed and qualified City Recorder of Farmington City, Utah (the "Issuer"), do hereby certify according to the records of the City Council of the Issuer (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on August 4, 2015, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on August 4, 2015, and pursuant to the Resolution, there was published a Notice of Public Hearing and Bonds to be Issued no less than fourteen (14) days before the public hearing date: one time each week for two consecutive weeks in the Davis County Clipper, a newspaper having general circulation within the City, the affidavit of which publication is hereby attached, on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended and on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said Issuer, this August 4, 2015.

(SEAL)

By: \_\_\_\_\_  
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, Holly Gadd, the undersigned City Recorder of Farmington City, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 4, 2015, public meeting held by the City Council of the Issuer (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Issuer on \_\_\_\_\_, 2015, at least twentyfour (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper on \_\_\_\_\_, 2015, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2015 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted on \_\_\_\_\_ 2015, at the principal office of the City Council, provided to at least one newspaper of general circulation within the Issuer on \_\_\_\_\_, 2015, and published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 4, 2015.

(SEAL)

By: \_\_\_\_\_  
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2  
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of  
Notice of Bonds to be Issued)

^



EXHIBIT B

SUPPLEMENTAL INDENTURE

(See Transcript Document No. \_\_)

CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

**S U B J E C T: Minute Motion Approving Summary Action List**

1. Approval of Minutes from City Council held on July 14, 2015
2. Public Improvements Reimbursement Agreement with Davis School District for 1100 West. *(This item may be pulled if we do not receive information in time for the meeting)*

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

## FARMINGTON CITY COUNCIL MEETING

July 14, 2015

### WORK SESSION

*Present: Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Assistant City Manager Keith Johnson, Associate City Planner Eric Anderson, City Engineer Chad Boshell, Water Superintendent Larry Famular, Public Works Director Walt Holkanson, and Recording Secretary Melanie Monson.*

**Jim Young** offered the prayer.

**Mayor Talbot** is out of town and is excused for this meeting. City Councilman **Jim Young** was Mayor pro-tem for this evening.

### Water Plan

**Dave Millheim** said staff is hoping for a vote on these priorities tonight. The priorities from last week's discussion of the water plan have not changed; some of the numbers have been updated. He asked Chad to direct his presentation to the updated finances and to answer any remaining questions. **Keith Johnson** said much of the costs will be covered by impact fees, and some will need to come from the City's budget as operational costs. The City currently has \$1.3 million in reserved impact fees and anticipates an additional \$400,000 this coming year. That would leave about \$1.5 million the City would need to bond for in a year from now. **Brigham Mellor** asked how the City would pay for the bond. **Keith Johnson** said the \$1.5 million water revenue bond would be paid for by impact fees. **Jim Young** asked if there is any current debt, and **Keith Johnson** answered that there is currently no debt in the water fund. **Brigham Mellor** asked if bonding against impact fees is risky. **Dave Millheim** said not in this case because the City continues to anticipate high growth. He said the Bond Counsel will not allow the City to bond for more than its reasonably forecasted capacity. **Brigham Mellor** asked how the City would pay back the bond in the worst case scenario. **Keith Johnson** said it would not come from the General Fund, but would be paid from the water operations fund. **Dave Millheim** said the total cost to complete the priorities is about \$8 million. He said these priorities do matter, and some of these things do need to be taken care of right away with the existing budget. **Chad Boshell** said Weber Basin charges \$2600 per acre foot, which is significantly more expensive than our well water costs to develop. **Dave Millheim** said the rights we already own with Weber Basin are secure. But new rights may not have the same preference. **Brigham Mellor** asked about the probability of digging a well with good water, and **Chad** said he feels like there is a good chance of getting water from the Farmington Creek site. He said staff is not asking to spend all the money at once, and that individual contract awards will still come before the Council. **Walt Holkanson** said staff will just chip away at the project, one step at a time. **Keith Johnson** said they may have to raise water rates in the future in order to cover some of the cost.

**DRAFT**

**Cornerstone Subdivision**

**Dave Millheim** said this item is a public hearing, and there has been some opposition. The Planning Commission recommended denial based on the fact that the existing homeowners purchased homes expecting the lots to remain large. There is a possibility for them to borrow from other lots in order to reach the required size.

**Summary Action item 3- Interlocal Agreement with Davis County regarding the “Tour of Utah”**

**Dave Millheim** said over a year ago, the County got enough signatures to have the Tour of Utah bike race to come through Davis County. It is logistically the most complicated leg of the race with hundreds of road closures, and the County has been trying to get 500 volunteers to assist. They currently have only 37 volunteers. Farmington will assign employees from Public Works, Parks and Recreation, the Police and Fire Departments, etc. to staff the intersections in Farmington due to the lack of volunteers.

**Dave Petersen** said a University of Utah engineering class is doing a mock schematic subdivision project on a piece of Farmington property. He asked if two City Council members could show up to hear their proposal. **Jim Young** and **Brigham Mellor** volunteered to participate.

**Cory Ritz** submitted two corrections to the City Council meeting minutes from June 16<sup>th</sup> and June 30<sup>th</sup>. He referenced a paragraph on page 8 of the June 16<sup>th</sup> notes, where **Jim Young** and **Cory Ritz** comment, and asked that it be amended to reflect that it was confirmed that the City is getting the gym and the parking lot for the \$10 million. From the June 30<sup>th</sup> meeting, he clarified that **Jim Young** voted against the Chick-fil-a drive through and Mayor **Talbot** voted in favor, which broke the tie.

**Dave Millheim** said items 1 and 2 from the City Manager Report list are self-explanatory. Item 3 relates to the pool statistics, and reports that life guards go in the water to save someone almost every day. He wanted the Council to see the activity report. There have been 4 incidents requiring the fire department this year so far. Item 4 on the list relates to the Justice Court. He said he is nervous on the Justice Court item. We have received agreements back from several cities. The County wants to amend the agreement such that they are not dissolving the Court, but are contracting with the City to provide the services. He said he is going to recommend we not do it if an agreement cannot be reached. Item 5 relates to updating the City’s logo and signage. **Keith Johnson** said the City’s website is being redesigned. The logo has not been redesigned for 10-12 years. The City has an internal committee looking at it and they are close to rolling out the new website.

**REGULAR SESSION**

*Present: Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Associate City Planner Eric Anderson, City Engineer Chad Boshell, and Recording Secretary Melanie Monson.*

**CALL TO ORDER:**

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

The invocation was offered by Councilmember **Doug Anderson** and the Pledge of Allegiance was led by **Dallin Holt** from Boy Scout Troop 455.

**CONTINUED ITEMS:**

**Long Range Water Action Plan**

**Chad Boshell** said that the City is behind in its water supply due to population growth. In order to remedy the current water situation, he and the Public Works department created a series of steps to help the City get back on track. The steps are included in the packet as well as in the minutes from the previous City Council meeting. Staff recommends approval of the plan as outlined so they can begin creating the master plan and proceed with the other steps.

***Motion:***

**John Bilton** made a motion that the Council implement the water plan outlined by allowing staff to begin work on the following: perform fault explorations, well siting studies, master plan RFP, begin designs for a well and water tank, and explore funding options for the remaining funds needed.

**Cory Ritz** seconded the motion which was unanimously approved.

**PUBLIC HEARINGS:**

**Minor Subdivision/Plat Amendment for Cornerstone Subdivision Amended**

**Dave Petersen** said the Cornerstone Subdivision is at the end of Summerset Drive and contains 16 lots. Harley and Jean Evans own the property. Staff identified Summerset Drive as one of 3 nonconforming dead end streets. There is no point of access heading east, resulting in poor traffic circulation. Fruit Heights did not stub into that street and developed lots that are much smaller. The Evans are now asking to divide lot 19 into two lots, resulting in 4

remaining lots instead of 3. The Planning Commission looked at the surrounding developments, the average lot sizes, and the smallest lot size. If a new lot is added to the Cornerstone subdivision, they will still have the second highest average square footage in the area. The Planning Commission recommended denial because homeowners should know what to expect when they purchase homes and the current homeowners bought in based on low density. They recommended dividing all three lots to create four 20,000 square foot lots, but the Evans said redoing the laterals and the street improvements was not cost effective for them.

**Harley Evans**, 713 Springwood Drive, Farmington, Utah. He referred to a drawing of the original plan. He said there is a 50 foot road easement at the end of lot 15 for all the utilities to service that lot. He said he has a sale for those two lots if he can get this approved tonight. He said it would help to get that part of the City cleaned up and looking nice.

*Jim Young opened the public hearing at 7:29 p.m.*

**Lynette Anderson**, 30 North Hartwood, Fruit Heights, Utah. She is the Evans' daughter. She said there is concern about the existing older home on lot 19, which they are paying taxes on, but is just being used for storage. If the lot division is approved, they would be able to knock that home down and build something new.

**Tom Evans**, 144 Twin Peaks Drive, Layton, Utah. He is the Evans' son. The larger lot sizes were anticipated 15-20 years ago. Now it is nearly impossible to sell lots of this size and recoup the cost of development, property taxes, etc. He said the incentive to subdivide the lot is so the Evans can sell the lots, creating more cash flow to pay property taxes and maintain the properties that have not sold yet. This subdivision has some of the largest lots in the area so subdividing this one lot would not affect the overall area very much.

**Kim Poole**, 2106 Evans Way, Farmington, Utah. She lives across the street from the proposed lot split. She said she believes that large lots are very valuable and that many people still want to purchase large lots. She used to live in the Summerset development, but they purchased a lot and built a home in Cornerstone specifically for the larger lot sizes available. She said they are one of the newer homes, and they anticipated their home value to be based on the neighborhood having large lots. She said she forwarded a petition to the Council from neighbors who could not make it tonight. **Brigham Mellor** asked if they have an HOA. She said there is an HOA with Jean and Harley Evans as the Chairs. She said there is no HOA fee, but there are Covenants and building standards.

**Jeff Poole**, 2106 Evans Way, Farmington, Utah. He also lives across the street from the proposed lot split. He said he agrees with the findings of the Planning Commission. This proposal would divide the smallest lot into two smaller lots. He said Harley is not actively trying to sell them- there is no for sale sign. He said the lot will sell, there are lots of large lots in Farmington that people want to buy. He said there is a home that was just built that barely fits on the lot. He said this devalues the homes, and the lots are valuable enough as it is.

**DRAFT**



**Byron Lusk**, 726 Emerald Oaks Drive, Farmington Utah. He lives just west of the proposed lots. Since this subdivision was approved in 1997, there have not been any major amendments to the plat. He said a 12,000 square foot lot is far below the other lot sizes in the neighborhood. He would like to see the plat remain the same. People bought property there because of the approved design and the large lot sizes. He said they were under the impression and assumption when they built that it would stay the same.

**Jean Evans**, 713 Springwood Drive, Farmington Utah. She said the last two families who spoke did not purchase property directly from them, but bought a ready-made home or purchased the property from someone else. She said they have tried hard as contractors to have decent properties developed. She said the bottom half of the proposed lot falls off steeply. She said someone could have a decent home on it with a basement. She said that's why they decided the lot should be divided. She invited the Council to come look at the property before deciding.

*Jim Young closed the public hearing at 7:43 p.m.*

**John Bilton** said he has been to the property. He said there is the potential for improvements by dividing the lot, and there are also the expectations of those who bought property previously. He said he can understand both views. He said the Council has not amended very many plats during his time with the City. He said there is a purpose for going through the schematic process, and does not like to second guess previous decisions. He said he is inclined to leave it how it is.

**Doug Anderson** said he feels similarly to John. He can see both sides, and how each would benefit one party. His thoughts are with those property owners who invested with the expectation of the neighborhood being congruent.

**Brigham Mellor** said the frontages would be similar, even though the acreage would be different since the lots would not be as deep. He said he also understands both points, and acknowledged that the people who spoke tonight may not have built the homes they are living in. However he said that they were still expecting the neighborhood to go forward as stated in the plat. Additionally, the price for their lots was likely influenced by the plat. As it stands, he thinks we need to honor the reason for the process and go with the plat as it stands.

**Cory Ritz** said he is in agreement with the other Councilmembers. He does not find fault with the Planning Commission. He thinks it is disingenuous to say that large lots will not sell in a neighborhood like Cornerstone. He is inclined to go with the sentiments that have been expressed.

**Jim Young** suggested letting the Evans come back with another proposal. **Cory Ritz** said he thinks the Council needs to act on this agenda item and then the Evans can come back with another proposal at a future point. **Dave Petersen** said the Council does need to act on the item before them tonight. He said plat amendments are a different administrative process. He said the people within the boundaries of the plat have more say than the general public. The ordinance says the City must find good cause in order to amend the plat. The one property owner technically in the plat, the Lusk's, did send a letter of protest.

***Motion:***

**Doug Anderson** made a motion that the City Council follow the recommendation of the Planning Commission and deny the item based on the following reasons:

Findings:

1. The purpose of the planning process that applicants go through is to let future buyers know what is intended in the subdivision;
2. Existing property owners bought their property because the subdivision is low density;
3. Comparisons to surrounding lot sizes was appropriate when the development was initially approved, but after most of the lots have been sold, it is not an appropriate consideration any longer;
4. Questions were also had about how the applicant may accommodate the borders of the lots to meet the requirements of 20,000 sq. ft. for the zone, and how the lots would then compare to the surrounding area.

**Cory Ritz** seconded the motion which was unanimously approved.

**Meadows at City Park Preliminary (PUD) Master Plan and Schematic Plan**

**Eric Anderson** said the applicant came in to do Phase I, with 9 units. The applicant originally proposed a cul-de-sac. The applicant at that time was Nicholls Nook, and eventually that application lapsed. The new applicant wanted to punch the road through to 200 West, which is a better solution for utilities, etc. However, in order to make the road work, he wants to do Phase II at the same time. It has similar elevation and landscape plans as Phase I. He is proposing to add in two units where the detention basin was. It is important to note that it is in the R-4 zone, where you can have up to 9 units per acre. He said a lot of the neighbors have been in favor of it because they realize the density could be higher, and there are high standards for the product. He said staff is supportive of this proposal.

*Jim Young opened the public hearing at 7:58 p.m.*

**Sheridan Prince**, 86 South 100 West Farmington, Utah. He said he purchased property and plans to build at the end of that road and will need to connect to the sewer line with this new development. He wonders when they will begin construction on it. **Eric Anderson** said he guesses they may start construction this fall. He asked about the total number of units, and **Eric Anderson** said there would be 23 units.

*Jim Young closed the public hearing at 8:02 p.m.*

**Cory Ritz** asked if there are 2 houses being demolished on 200 West. **Eric Anderson** said yes. **Doug Anderson** asked if the homes are historic. **Dave Petersen** said no, the Historic Commission is ok with the homes coming down.



**Motion:**

**John Bilton** made a motion that the City Council approve the enclosed Schematic Plan and Preliminary PUD Master Plan for the Meadows at City Park Phase II PUD subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The Nicholls Nook development agreement shall be amended prior to consideration of final plat and/or final PUD master plan;
2. A more detailed landscape plan shall be provided at preliminary plat or final PUD master plan, whichever comes first.

**Doug Anderson** seconded the motion which was unanimously approved.

Findings for Approval:

1. The subdivision and PUD master plan are extensions of Phase I and will mirror what was approved as part of that project.
2. The densities requested are much smaller than those that could be achieved in the R-4 zone if the applicant was to seek for maximum density using 4-plexes.
3. Going through the PUD process also ensures that a certain quality of development and higher design standard is achieved because it is a legislative act. Under a conventional subdivision and/or development, no oversight is given on the overall quality of design.

**Cory Ritz** said he voted for this reluctantly. He said he worries about the precedent being set and fears what could happen to other old blocks in Farmington.

**Arlene Mason** 91 South 200 West, Farmington, Utah. She said her understanding is that there are three homes being affected by this development, including hers, and asked if that is indeed the case. **Eric Anderson** said there are three homes involved, including hers, but that the City does not have plans for a Phase III yet.

**Park Lane Commons Phase III Schematic Subdivision**

**Eric Anderson** said Phase III of this development is owned by the Haws Company. The applicant has started site plan approvals for lot 303 for an assisted living facility. Uses for the other lots have not been determined yet. The plan shows a road shared by the Evans family and the Haws Company. The Evans family does not know if they want to have the road alignment to be there. So the Haws Company has had to plan for another road alignment to meet fire code requirements. Right now they have to plan for the full road on their property knowing they will have to move it if the Evans decide to develop their land. So the Haws Company needs an amended right of way as well as an access point from Station Parkway. Staff is recommending approval.

**John Bilton** asked for a summary on the flag lot. **Eric Anderson** said they are using HUD financing and part of that includes points of access which all have to come from the lot. They found a way for the odd shaped lot to work within the ordinance.

**DRAFT**

***Jim Young opened the public hearing at 8:13 p.m.***

**Scott Harwood**, 33 Shadow Breeze Road, Kaysville, Utah. There have been many challenges with the putting in the road. He has met with the Evans family several times but has not been able to get anywhere with them in terms of cooperation. Once someone develops the Evans property, they can adjust the landscaping, sidewalk, and road, at future expense. He said that is what needs to happen to get the project moving forward. The key thing for them is item 4, the dedication of the right of way once the Evans family develops, to contractually obligate them to put in that road. He said they will be ready and willing to put in that road when the time comes.

**Brad Miles**, 1126 North Dutch Fields Parkway, Midway Utah. They have several projects throughout Utah. This is a need here in Utah so that seniors do not have to move away to other communities. The agreement will allow them to work out the financing for the project. He said it will be a nice facility, and would like to see the plat approved. **Cory Ritz** asked what direction the building will face. **Brad** said it faces east, but the memory care area has a west entrance.

***Jim Young closed the public hearing at 8:19 p.m.***

**John Bilton** asked who the agreement is with in item 5. **Eric Anderson** said it is with the City. **John Bilton** said he would like it to specify “with the City”. **Cory Ritz** said there is a mechanism in place to make sure there is shared responsibility for putting in the road. **Dave Millheim** said the dedication presupposes that there is a public right of way. He said items 4 and 5 are distinctly different matters. **Cory Ritz** said according to the development plan for that area, the plan does not want the entire road to be one side of the property. **Dave Millheim** said the only way to get that agreement for a shared road is with the cooperation of the other property owner through a future development plan. He said the issue for the City is whether there is access for the fire department around the building. The issue for the City is the dedication of the right of way. The City attorney does not want to see the dedication later, it needs to be on the plat. **Cory Ritz** said he is looking to make sure the City is being fair to the City, to The Haws Company, and possibly to the future property owner to the south. **Dave Millheim** said the City has attempted to counsel between THC and the Evans family, which has not resulted in cooperation. He said there needs to be a full road in place due to the nature of the use. **John Bilton** wanted to clarify that even though the conditions state “the Evans Family”, the conditions would travel with the property, which **Dave Millheim** confirmed. **John Bilton** asked what would trigger the building of the shared road. **Dave Millheim** said if the Evans develop near the road, they would have to share the cost since they would be benefitting from the road. He said that a development agreement would be appropriate in this case, but the road dedication (condition 4) needs to show on the plat.

***Motion:***

**John Bilton** made a motion that the City Council approve the enclosed schematic plan for the Park Lane Commons Phase III, subject to all applicable Farmington City ordinances and development standards, and the following conditions:

**DRAFT**

1. The applicant shall provide an approved wetland delineation prior to or concurrent with Preliminary Plat approval;
2. The applicant shall rename “Remainder Parcel” to “Parcel A” on Preliminary Plat;
3. The applicant shall obtain all necessary secondary water shares from Weber Basin prior to recordation;
4. The applicant shall show a 16.5’ of public right-of-way on the south boundary of their property on the Preliminary Plat and the dedication shall take place when the Evans Family develops;
5. The applicant shall enter into an agreement with the City to dedicate said right-of-way and to ensure that future improvements and the future street will be built at that time that the Evans family develops, and that agreement shall consider: the sale of the property to a third party, assignment and assumption, and recordable interest;
6. The City Traffic Engineer shall review and provide a traffic study for the proposed development at Preliminary Plat;
7. The applicant shall provide a trail easement along those portions of his property that abut Shepard Creek;
8. Along the west side of the property, the applicant shall provide a no-build easement to delineate the block face; and an easement shall be provided for public safety and pedestrian access, as well as maintenance vehicles.

**Brigham Mellor** seconded the motion which was unanimously approved.

Findings for Approval:

1. The proposed subdivision conforms to all of the development standards as set forth in the Farmington City Subdivision and Zoning Ordinances.
2. The proposed Schematic Plan creates a needed east-west connection from Station Parkway to points west, and conforms to the Regulating Plan and that plan’s stated purpose of creating connectivity throughout the Mixed Use District.
3. Parcel A will preserve wetlands, and the portions of those properties that abut Shepard Creek will be preserved as open space, and a trail easement will be provided.
4. The applicant has performed a geotech report to address soil issues.
5. The subdivision of this property will allow for Western States Assisted Living to develop, which is a good use in this location, and fills a need the City has to care for those citizens needing assistance.
6. Lots 301 and 302 will be developed as part of the Park Lane Commons project master plan, and although we do not know what uses will be proposed there yet, when those applications do come, staff will review and approve them as part of the review process set forth in the development agreement with The Haws Company.

**NEW BUSINESS:**

**Proposed Street Cross Section Modification for Park Lane, 1100 West and Clark Lane**

**DRAFT**

**Dave Petersen** said the staff report outlines the existing standards for mixed use areas. They are recommending modifications to the park strip and sidewalk widths. The developer is okay with these thus far.

***Motion:***

**Doug Anderson** made a motion that the City Council follow the recommendation of the Planning Commission and approve the following street cross section changes related to side treatments for Park Lane, 1100 West, and Clark Lane:

Street	Recommended Modifications	
	Park Strip	Sidewalk
Park Lane	6' to 8'	6'
Clark Lane	6' to 8'	6'
1100 West	10'	6'
Round-about Area	Sidewalk may be constructed to back of curb and widened to 8'	

**Brigham Mellor** seconded the motion which was unanimously approved.

**SUMMARY ACTION**

**Minute Motion Approving Summary Action List**

1. Approval of Minutes from City Council held on June 16, 2015.
2. Approval of Minutes from City Council held on June 30, 2015.
3. Interlocal Agreement with Davis County regarding the “Tour of Utah”.
4. McGreens & Sons Agreement for Construction of the 1470 South Waterline Replacement Project.
5. Kilgore Agreement to Construct the FY2016 Road Maintenance Project.

***Motion:***

**Cory Ritz** made a motion that the City Council approve the items on the Summary Action List 1-5 with the minutes from June 16 and June 30 to reflect the changes as noted in the work session.

**Doug Anderson** seconded the motion which was unanimously approved.

**DRAFT**

## GOVERNING BODY REPORTS:

### City Manager – Dave Millheim

- The Executive Summary for the Planning Commission meeting held on July 2, 2015
- Police and Fire Monthly Activity Report for May and June
- Pool Stats for May and June
- Justice Court Update
- Update to City Website and City Logo
- There is a special meeting on July 21<sup>st</sup> at 6 pm. It will be a work session format to discuss the development proposal for the Evans property. He said changes to the regulating plan made to accommodate Cabela's impact the surrounding properties, including the Evans property, and these impacts will be discussed at the meeting. **Eric Anderson** said the regulating plan was designed to have some flexibility to it. **Dave Millheim** said the groundbreaking for the gym and park will be at 4:30 pm on July 21<sup>st</sup> before the work session. He handed out the materials for the meeting on the 21<sup>st</sup>.
- He passed out a draft reimbursement agreement with the School District for the shared road costs to complete 1100 West. It will be economical for the City to have its portion of the road completed while the School District is completing their portion of the road. This agreement calls for the school to be responsible for 43% of the cost and the City 47% (about \$190k via impact fees). The School does not have a second access without this road. The School has agreed to front the cost, and the City will pay its portion in 3 installments over the next 3 years. It is a standard reimbursement agreement and in concept it has already been agreed to by the parties. This only covers 1100 West from the school to Glovers Lane, and not the portion across the County culvert. The County has not shown a willingness to pay for their portion of the road across the culvert. There will need to be a separate agreement for the County portion. **Brigham Mellor** asked who we have been talking to at the County. **Dave Millheim** said the City has been in contact with all 3 County commissioners, who have not been supportive. **Cory Ritz** asked why the County will not follow their obligation. **Dave Millheim** said the City stopped the County from moving forward with a project, which would have decimated the tree canopy along Farmington Creek, because they did not go through the proper permit process. He said the County is reminding the City that they stopped them from completing that project, and that they no longer have the money for it. **Dave Millheim** said this item will be on the agenda in a few weeks for a formal vote.

### **Brigham Mellor**

- He toured Jerry Preston's development. He will send an email with his ideas. He said it will be about 6 weeks before it comes before the Council again.

### **Doug Anderson**

- He will be touring Jerry Preston's property with Jim Young tomorrow as well. He never saw information from Dave Millheim regarding cancer clusters on the west side. He said the resident who initially contacted him followed up. **Dave Millheim** said he would send him the County Health Department information for the resident.

**DRAFT**

**Cory Ritz**

- He thought Festival Days went very well, and was flawless as far as he could tell. He said someone complained about not having coffee at the breakfast. **Dave Millheim** said they would do that next year. **Cory Ritz** commented that all the Councilmembers took some flak for not responding to an anonymous email.

**John Bilton**

- He said the City has received 2 emails regarding the City’s “Faith Family Freedom” banners. He said the City does not typically respond to anonymous emails. He said it is something the City can take into consideration, as well as serving coffee at the Festival Days breakfast next year.

Councilmember **Jim Young** did not have anything to report at this time.

**ADJOURNMENT**

***Motion:***

At 8:53 p.m., **John Bilton** made a motion to adjourn the meeting. **Cory Ritz** seconded the motion which was unanimously approved.

---

**Holly Gadd**, City Recorder  
Farmington City Corporation

**DRAFT**



CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

**OLD BUSINESS:** Silverwood Subdivision Trail/Jeppson Flag Lot Discussion Item

**ACTION TO BE CONSIDERED:**

See enclosed staff report

**GENERAL INFORMATION:**

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

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

# FARMINGTON CITY



H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: August 4, 2015

SUBJECT: **JEPPSON FLAG LOT DISCUSSION ITEM**

### RECOMMENDATION

A vote is not anticipated regarding this item, it is intended to for discussion purposes only in order to receive guidance from the Mayor and City Council. This item was on the May 5, 2015 Council agenda, but the direction received was unclear, and a trial committee member and key city personnel were not present. The item was placed on the June 30, 2015 Council agenda, but due to the lateness of the hour it was deferred to their next meeting.

NOTE: the Planning Commission previously reviewed this as a “discussion item only” and took a vote anyway. Therefore, and on their own imitative they recommended that the City Council not create a flag lot, thus not extending the trail on the Jeppson’s property nor on the Kempe’s property for the following reasons:

1. The trail cannot utilize the Haight Creek Draw (as it is already tied up in private property);
2. The trail doesn’t connect any neighborhoods one to another;
3. The trail would be too close to the Kempe house;
4. There is questionable utility for such a short trail;
5. There is already a parallel sidewalk available that already connects the trail.
6. The commission also suggested that the City look into purchasing the land for a trail easement on John Jeppson’s property.

### BACKGROUND

A trail easement, but no trail, now exists connecting open space in the Silverwood Subdivision to the June Drive cul-de-sac, a distance of about 2 lots. Should the City cause the trail to be constructed within the current easement? Or should the City work with John Jeppson to re-route the trail across Lot 217 (of Silverwood Phase 2) and possibly exploring the idea of a flag lot as an incentive to do so?



Attached is an aerial of the neighborhood with an outline of what could be a flag lot on the Jeppson lot. The ideas set forth in this staff report will be further discussed at the City Council meeting.

**Supplementary Information**

1. Vicinity maps.
2. Draft flag lot illustration.
3. 10 reasons to consider the flag by the Trails Committee

Respectively Submitted

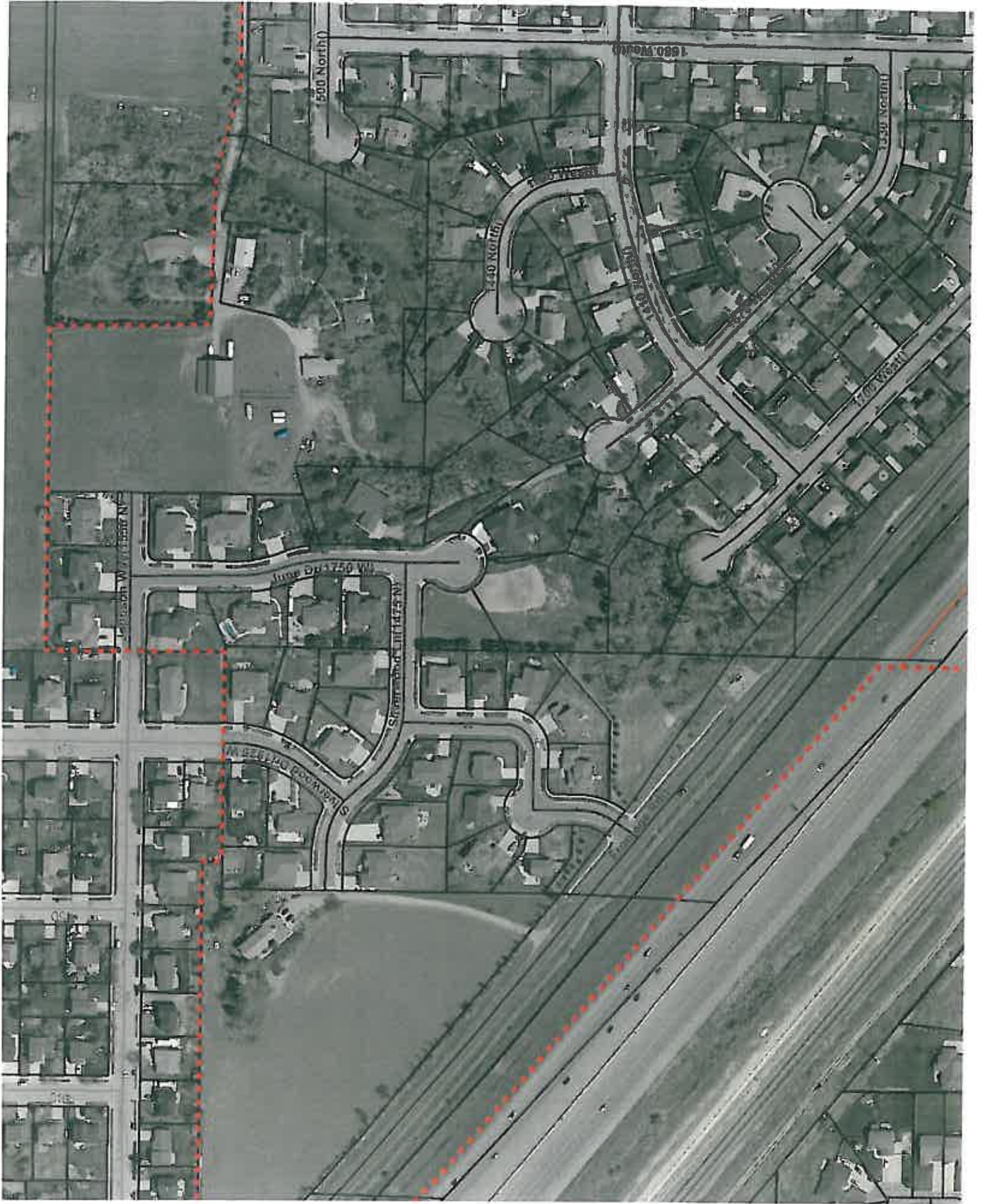


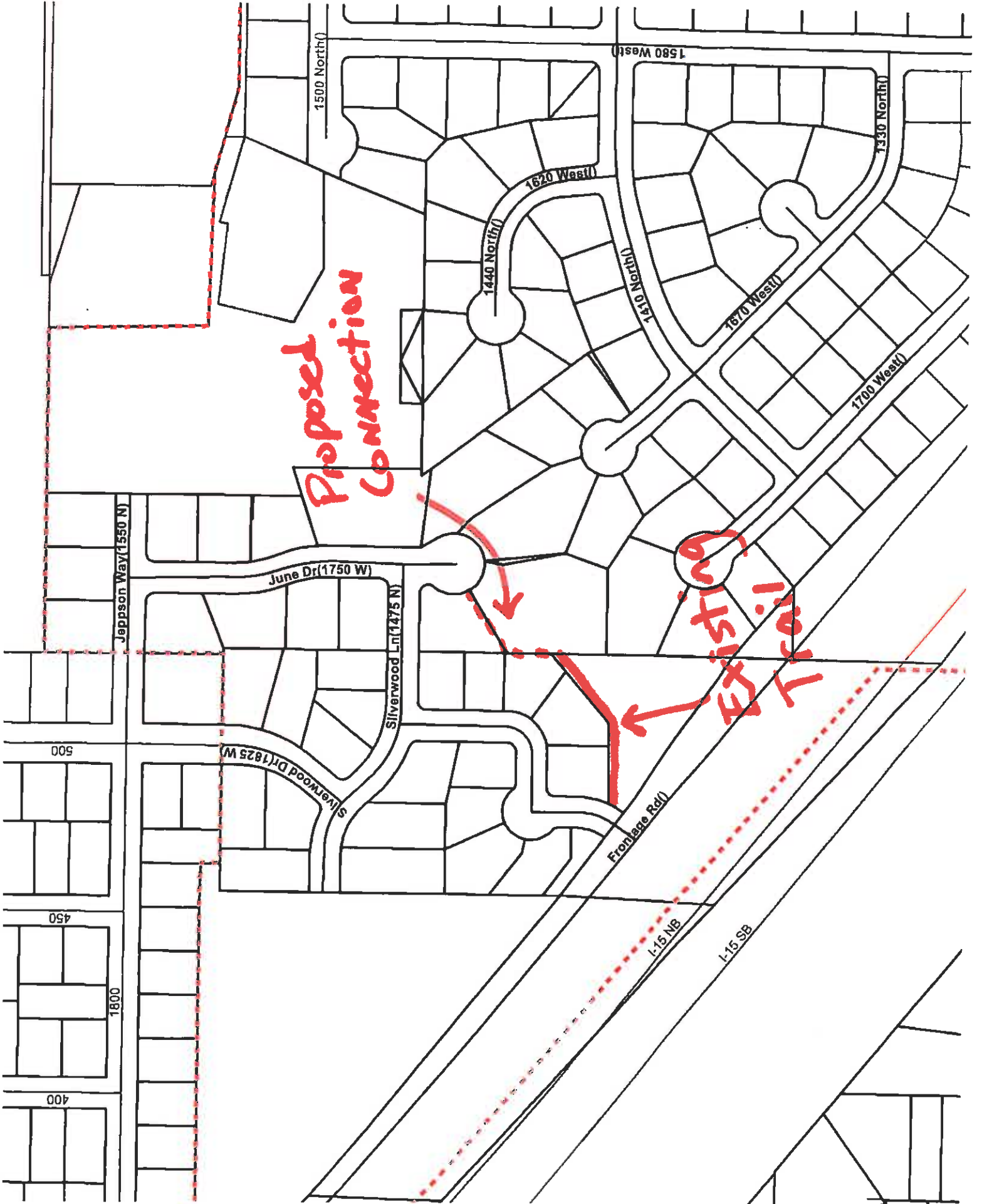
David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager





*Proposed Connection*

*Existing Trail*

Jeppson Way (1550 N)

June Dr (1750 W)

Silverwood Ln (1475 N)

Silverwood Dr (1825 W)

1500 North

1440 North

1620 West

1580 West

1410 North

1670 West

1330 North

1700 West

Frontage Rd

1-15 NB

1-15 SB

500

450

400

1800



# Farmington City



## Reasons From the Trails Committee to Allow a Jeppson Flag Lot

1. Half of the trail is already completed. This half is the expensive half that took a lot of time, effort, and money to build. It would be a waste to abandon it at this point.
2. All the trail easements have been in place for years to build the second half of the trail. We typically wait to build a trail until after the adjoining construction is complete to avoid damage to the trail from heavy construction equipment.
3. Out of considerations for the Kempe family, the FTC is willing to consider vacating the Kempe easement if a parallel easement on the Jeppson property could be arranged.
4. The Jeppson easement could be in compensation for the City granting them a flag lot.
5. Flag lots should be discouraged unless there is a good reason to approve one or there is just compensation. The Jeppsons giving a trail easement could be the just compensation for allowing them to have a flag lot.
6. The Jeppsons have not yet decided what they want to do with their property but do want to keep the option open for the possibility of a flag lot. A trail easement could be negotiated at that time.
7. John Jeppson's brother is willing to give us a trail easement across his property to continue the trail to the east. We should be willing to respond in kind by helping out John, his brother.
8. The proposed trail connection across the two lots is on the Trails Master Plan which the City should try to support.
9. Trail users could walk around the block but a trail near the creek and open space is much preferred over walking the long way around on a sidewalk next to the road and traffic.
10. When the Master Plan was implemented we knew there was private property in some places where the future trails were shown but we wanted to get as many of the connections as possible even though we could not get them all.

## CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

**OLD BUSINESS:** Ratification of Justice Court Agreements with Davis County,  
Fruit Heights, Kaysville and West Bountiful

### **ACTION TO BE CONSIDERED:**

See enclosed staff report

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Dave Millheim, City Manager

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

# FARMINGTON CITY



H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RUTZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: July 29, 2015

**SUBJECT: RATIFICATION OF JUSTICE COURT AGREEMENTS WITH DAVIS COUNTY, FRUIT HEIGHTS, KAYSVILLE AND WEST BOUNTIFUL**

### RECOMMENDATION

By minute motion, approve the four attached interlocal agreements for justice court services with Davis County, Fruit Heights, Kaysville and West Bountiful and authorize the Mayor to execute the agreements after the following three conditions have been satisfied:

1. Each agreement is approved and executed by the three respective cities and Davis County.
2. A lease for the State Court facility in Farmington has been drafted and executed by both Farmington City and the State of Utah.
3. The City Council has approved a budget amendment for the FY 15/16 budget incorporating the creation of the Farmington Justice Court.

### BACKGROUND

The Council is well acquainted with the fact Davis County will no longer provide Justice Court services for Farmington after December 31, 2015. Staff has had many meetings with the affected cities, the State Administrative Office of the Courts, County officials, other cities affected by the Court dissolution and local justice court personnel. We are moving forward with creating a Farmington Justice Court within the State Complex soon to be vacated by the County next to the Davis County Jail. This has been a very complicated process with lots of moving parts. Multiple interlocal agreements with the three affected cities and Davis County have been negotiated and drafted which are all similar on the substantive points. Staff is asking for Council approval of these service agreements. Other items worth noting at this time are as follows:

**Notice to State Administrative Office of the Courts (AOC).** A few weeks ago the AOC approved the City's request to form a Justice Court and take over court services for the jurisdictions identified. They also approved a waiver of some of the notice and time requirements so the City could get the respective service agreements put together, while at the same time, insuring to Davis County there would be no ramifications with the AOC from the planned County Court dissolution at the end of this year.

**Approval status of the Service agreements by the respective jurisdictions.** Kaysville and West Bountiful City Councils have approved their agreements. Fruits Heights and Davis County are all scheduled for governing body ratification in the next few weeks. It should be noted that we will also be providing court services for West Point City but no separate service agreement is required for them since they were already solely under the County for court services. Said another way, where the County goes for Court Services, West Point goes so we pick them up by default.

**Secure lease with State for the use of the Facilities.** We have received the draft facility lease from the State and that document is being reviewed. We hope to have that shortly in front of the Council for approval.

**Prepare a full court operating budget based on all of the above.** At the same time we bring the facility lease back to the Council, we will be providing a draft budget amendment for FY 15/16. THIS IS THE POINT OF NO RETURN. I point this out for two reasons. The first is the approval of a major budget amendment should not be taken lightly. With the creation of the Farmington Justice Court, we will be adding about ten percent more full-time employees with the related revenues and expenditures. We will "own" this administrative headache and the related costs and benefits for a long time, perhaps forever. At current Justice Court case volume, the revenues in the General Fund are expected to rise by around \$2.5 million and the expenditures will grow by around \$1.75 to \$2 million. This is not a revenue neutral project but it does come with a significant additional overhead and administrative cost. The second reason the budget amendment is important is once approved, it will satisfy the last condition the City has to formally putting the service agreements in place with the three cities and Davis County.

Next steps will be those cited above and the hiring of court personnel, a new judge securing bailiff services and training. Planned operation of the new Farmington Justice Court would start January 1, 2016 with a significant amount of transition work completed between now and then.

Respectfully Submitted



Dave Millheim  
City Manager







SETTLED IN 1850

July 14, 2015

Mr. Dave Millheim  
City Manager  
Farmington City  
160 South Main Street  
Farmington, UT 84025

Dear Mr. Millheim:

As requested, the enclosed Interlocal Agreement for Justice Court Services has been approved by the Kaysville City Council and returned back to you by July 14, 2015. Two signed originals are provided so that one can be returned to us after Farmington City's approval and signing.

Thank you for your efforts in this matter.

Sincerely,

John W. Thacker  
City Manager

JWT:lr  
Enc.



**INTERLOCAL AGREEMENT FOR  
JUSTICE COURT SERVICES**

This Agreement made and entered into this \_\_\_ day of July, 2015 by and between the City of Farmington (“Farmington”) and Kaysville City (“Kaysville”), each a municipal corporation of the State of Utah.

**RECITALS**

This Agreement is made and entered into by and between the parties based upon the following recitals, which are incorporated and are integral to this Agreement:

- A. *Utah Code Ann.* §78A-7-102, allows Farmington to create and operate a Justice Court for public convenience. Accordingly, Farmington has determined it is in the best interests of the residents of Farmington to establish a Justice Court.
- B. Davis County determined that it will dissolve the Davis County Justice Court by or before January 1, 2016, subject to approval of the Judicial Council of the State of Utah.
- C. The Davis County Justice Court previously assumed jurisdiction for misdemeanor and small claims court cases within the jurisdiction of the cities of West Bountiful, West Point, Kaysville and Farmington.
- D. Kaysville hereby desires to enter into this Agreement with Farmington and to adjudicate all matters within the jurisdiction of Kaysville City in the Farmington City Justice Court as more particularly provided herein.
- E. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Ann.*, to enter into this Agreement for the provision of Justice Court Services.
- F. The parties desire to enter into an agreement for the provision of justice court services to both jurisdictions under the terms and provisions of this Agreement.
- G. Farmington is willing to enter into this Agreement and thereby assume responsibility for the operation of a Justice Court and other related services covered in this Agreement.

- H. Kaysville hereby reserves its rights to amend its method of administering its local responsibility in the future in the event that this Agreement is terminated for any reason.
- I. Farmington reserves its right to enter into similar agreements with other municipalities to provide justice court services to those municipalities on terms as negotiated between Farmington and such municipalities; provided however, that such other contracts shall not interfere with Farmington's performance of the terms of this Agreement.

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

### **AGREEMENT**

1. **Scope of Services to be Provided.** Pursuant to *Utah Code Ann. §78A-7-102*, et seq., Farmington agrees to furnish all court services to Kaysville reasonably necessary to enforce and adjudicate, within the territorial jurisdiction of Kaysville City for Class B Misdemeanors and lesser offenses, Kaysville City ordinances and all applicable federal and state laws. The court services provided by Farmington shall include, without limitation, the following:
  - a. All related court transport and bailiff services inside the Courtroom;
  - b. A court operation with trained judge(s) who are encouraged to be members in good standing of the Utah State Bar, indigent defendant defense counsel services, necessary interpreter services, and staff approved and certified under the Utah Judicial Council standards and policies;
  - c. Daily court operations, including traffic school;
  - d. A Court Referee or similar program to provide simplified resolution of minor traffic offenses;
  - e. Secure holding facilities for defendants transported from the jail or prison;
  - f. Fiscal management with separate accounting for all cases arising from within the territorial jurisdiction of the Farmington City Justice Court as maintained by CORIS case management system;
  - g. Records management, segregated by jurisdiction and maintained in a manner which will allow, easily and without material cost or delay, separation of all files,

information and data concerning Kaysville City Cases from other jurisdictions handled by the Court and dissemination to Kaysville of all such information and data;

- h. CORIS case management system;
- i. Specialty court program for domestic violence; and
- j. Alcohol related incidents statistics and data, as required by state agencies, to be filed with applicable state agencies including all required information and reports to entitle Kaysville to its share of periodic distributions of state-administered liquor tax attributable to its Alcohol Related Incidents.

## **2. Territorial Jurisdiction**

The jurisdiction of the Court shall extend into all of the unincorporated territory of the County, the territory within the corporate limits of Kaysville City, the territory within the corporate limits of Farmington, such other territory as authorized by law, and any other territory authorized and approved by the Utah Judicial Council.

## **3. Court Jurisdiction**

The Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of Utah and, in particular, that jurisdiction granted by *Utah Code Ann.* §78A-7-106. The Court shall have the authority to adjudicate the enforcement of Kaysville City Ordinances.

## **4. Justice Court Judge Authority**

The judge of the Court shall have such authority as is granted by State law and applicable rules including those enumerated in *Utah Code Ann.* §78A-7-106.

## **5. Court Location**

- a. The Court will be held, subject to negotiation of a lease for the court, in the Davis County Justice Center at 800 West State Street, Farmington City, Davis County, Utah.
- b. The Court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances.

## **6. Certification**

The Court shall, at all times, meet the minimum requirements for the certification of a justice court as provided in *Utah Code Ann.* §78A-7-103.

## **7. Justice Court Judge**

- a. The Judge shall be appointed and confirmed in accordance with state law.
- b. In accordance with *Utah Code Ann.* §78A-7-203, the Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
- c. The Justice Court Judge must meet the requirements specified in *Utah Code Ann.* §78A-7-201 for Justice Court Judge eligibility and be certified by the Utah Judicial Council to hold office.
- d. The Justice Court Judge shall be paid in accordance with *Utah Code Ann.* §78A-7-207.
- e. The Justice Court Judge shall comply with all state requirements for continuing education and attend all orientation and training sessions required by law and the Utah Judicial Council.
- f. The initial appointment and any subsequent vacancy shall be addressed pursuant to *Utah Code Ann.* §78A-7-202.

## **8. Court Hours and Facilities**

- a. All official court business shall be conducted in the courtroom or an office located in the Davis County Justice Center or at another location which is conducive and appropriate to the administration of justice.
- b. The hours of the Court shall be posted conspicuously at the Davis County Justice Center and at such public buildings located within the territorial jurisdiction of the Court as may be deemed appropriate by Farmington.
- c. The Court shall have regularly scheduled hours at which the judge of the court shall be present and the hours that the Court shall be open shall be in compliance with any requirements imposed by State law or the Utah Judicial Council.

## **9. Copies of Ordinances and Materials**

Farmington shall provide the Court with current copies of *Motor Vehicles Laws of the State of Utah*, *Utah Code Annotated*, and the *Justice Court Manual* published by the Court Administrators Office, and any other State laws affecting local government. Kaysville shall be responsible to supply the Court with current copies of its ordinances.

## **10. Employment Status and Expenses and Performance Standards**

- a. Replacement or Addition of Key Personnel. To the extent reasonably possible under then applicable law, Kaysville shall be invited to attend the interviewing process if Farmington (a) replaces the sitting judge due to disability, resignation, failure to be retained in an election, or otherwise, or (b) if Farmington appoints another judge for the Court, provided however, that Farmington need not obtain Kaysville's approval concerning such appointment(s).
- b. Kaysville shall have no liability for the payment of salaries, wages or other compensation to the judge(s), and Court personnel, including, without limitation, any unfunded or underfunded salaries wages or benefits to Court personnel.
- c. Any judge(s) and Court personnel shall be Farmington City employees and have no right to Kaysville pension, civil service, or any other Kaysville employment benefits for services provided under this Agreement.
- d. Adequate, competent and appropriate staff shall be provided to the Court to conduct the business of the Court.
- e. Court clerical personnel shall be employees of the City of Farmington and therefore, subject to selection, supervision, discipline and personnel policies and procedures of Farmington as set forth in the *City of Farmington Personnel Policies and Procedures*.
- f. The cost and expenses for travel and training of clerical personnel and training sessions conducted by the Judicial Council shall be the responsibility of Farmington.
- g. Farmington shall assume responsibility for all expenses of the Court. In no event shall court space costs, either capital or operational, be considered as an expense in computing the percentage of gross revenues to be allocated to Kaysville.

## **11. Records**

- a. The records of the Court shall be maintained at the office of the Court but shall be made available, as required by law, to parties and the general public in accordance with the *Government Records Access and Management Act* as well as applicable court rules.
- b. Farmington and Kaysville shall work together to complete the transfer of such records as are necessary and appropriate from the Davis County Justice Court to the Farmington City Justice Court to implement this Agreement, including

records and files of open cases, collections and other relevant matter. The transfer of records and the computer data conversion of such records shall comply with the transition process set forth in Section 17 and any terms and conditions as required by the Utah Judicial Council and/or the Administrative Office of the Courts.

## **12. Prosecution**

The prosecution of all cases brought before the Court in which Kaysville is a party or in which the violation of Kaysville ordinances is an issue shall be the responsibility of Kaysville.

All Utah Highway Patrol and Davis County Sheriff's Office cases involving occurrences within Kaysville City shall be processed by the Court as Kaysville City cases.

## **13. Budget**

- a. Farmington shall review, determine and approve the budget for the court as part of its annual budgeting process.
- b. Budget approval for the Court shall be in accordance with the provisions of the *Uniform Fiscal Procedures for Utah Cities* as set forth in *Utah Code Ann.* Title 10, Chapter 6.
- c. The fiscal year for the court shall be from July 1 to June 30 of each year.

## **14. Distribution of Gross Revenues**

The parties have reviewed and considered the various economic benefits and consequences to both parties and other factors of Farmington and Kaysville in order to determine in the full and unique circumstances of the parties what is the appropriate and reasonable allocation of justice court revenues. Based upon this review and consideration, as well as the negotiations involved, the parties have determined that the allocation of justice court gross revenues is as follows:

- a. The allocation and distribution of the gross revenues of the court shall be determined and made at least quarterly on the following basis:

Fifty per cent (50%) of the gross revenues attributable to citations involving occurrences within Kaysville City issued by the Kaysville City Police Department, Utah Highway Patrol, the Davis County Sheriff's Office and any other agency shall be allocated and distributed to Farmington and fifty percent (50%) of such gross revenues shall be allocated and distributed to Kaysville.



- b. An accounting of all revenues and expenses of the Court, as well as distribution of the revenues to the parties shall be made at least quarterly to the parties.
- c. In those cases which are opened in the Davis County Justice Court belonging to Kaysville and which are transferred as open cases to the Farmington City Justice Court, if a fine has been imposed as part of a sentence, and funds continue to be collected on that case, the allocation of the revenues actually collected shall be Fifty (50%) per cent to Farmington and Fifty (50%) per cent to Kaysville.
- d. "Gross revenues" means, for the purposes of this Agreement, the total of all fines and forfeitures and filing fees actually received by the Court, but does not include any court or other costs assessed against a party, bail, restitution, program fees or costs or any surcharges received pursuant to *Utah Code Ann.* Title 51, Chapter 9, Part 4.
- e. Farmington shall not be obligated to pay, nor is Kaysville entitled to receive, any interest on the share of the gross revenues allocated and distributed to Kaysville.

#### **15. Reports**

- a. In accordance with Section 78A-7-215, *Utah Code Ann.*, the Justice Court Judge shall file monthly reports with the Office of the Utah State Court Administrator as well as copies to Kaysville and Farmington. The report shall include, at the least, the number of cases, the dispositions entered and other information as specified in forms provided by the State Court Administrator's Office.
- b. Annually, the Justice Court Judge, or designee shall appear before the Kaysville City Council, if requested to do so, for the purpose of making an administrative report of the Court and its activities as they pertain to Kaysville and to respond to any inquiries of the Kaysville City Council.

#### **16. Effective Date**

This Agreement shall become effective upon execution by the parties and approval of the creation of the Farmington City Justice Court by the Utah Judicial Council. The transition of cases and records shall comply with the transition process set forth in Section 17 and as approved by the Utah Judicial Council and the Administrative Office of the Courts.

#### **17. Transition**

- a. The parties desire to commence the transition of cases from Davis County Justice Court to the Farmington City Justice Court as efficiently and as timely as possible. Subject to final approval by the Utah Judicial Council and the Administrative Office of the Courts, the parties desire to start transitioning new

cases from the Davis County Justice Court on January 1, 2016. The parties further desire to complete the transition of all cases from the Davis County Justice Court to the Farmington City Justice Court and to terminate their relationship with the Davis County Justice Court effective December 31, 2015.

- b. Subject to the terms and conditions of Subsection a, all new citations and informations issued on or after January 1, 2016, will be cited and forwarded to the Farmington City Justice Court.
- c. Subject to the terms and conditions of Subsection a, all cases that are open and existing within the Davis County Justice Court as of December 31, 2015, shall be transferred to the Farmington City Justice Court by November 1, 2016, or as soon thereafter as is feasible by the Administrative Office of the Courts.
- d. It is anticipated that Davis County shall notify all agencies which currently cite cases into the Davis County Justice Court of the transfer of cases to the Farmington Justice Court and the requirement that all citations issued on or after January 1, 2016, be cited into the Farmington City Justice Court.

#### **18. Termination**

- a. This Agreement shall continue in effect until terminated by:
  - i. The mutual consent of the parties; or
  - ii. The submission by either party, with or without cause, of a written notice six (6) months prior to the end of Farmington's fiscal year.
- b. The termination shall take effect at the end of Farmington's fiscal year.
- c. In no event shall the term of the Agreement exceed fifty (50) years.

#### **19. Resolutions of Approval**

This interlocal cooperation Agreement shall be conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with *Utah Code Ann.* §11-13-202.5.

#### **20. Attorney Opinions**

This interlocal cooperation agreement shall be conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with *Utah Code Ann.* §11-13-202.5.

**21. Authorization**

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully authorized to execute this Agreement on behalf of the parties.

**22. Notice**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Farmington: Farmington City  
Attn: City Manager  
160 S Main St,  
Farmington, UT 84025

With a copy to: Todd J. Godfrey  
Hayes Godfrey Bell, P.C.  
2118 E. 3900 S. #300  
Holladay, UT 84124

Kaysville City: Kaysville City  
Attn: City Manager  
23 East Center Street  
Kaysville, Utah 84037

With a copy to: King & King  
330 North Main Street  
Kaysville, UT 84037

**23. Integration**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning Court Services.

**24. Severability**

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or

other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**25. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**26. Applicable Law**

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Utah.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Farmington City  
A Utah municipal corporation

Attest:

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

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

Approved as to form:

\_\_\_\_\_  
Attorney for Farmington City



Attest:       *Anda Ross*        
City Recorder

Agency: Kaysville City  
A Utah municipal corporation

By:       *[Signature]*        
Steve A. Hiatt, Mayor

Approved as to form:

      *Felshaw King*        
Attorney for Kaysville City



## INTERLOCAL AGREEMENT FOR JUSTICE COURT SERVICES

This Interlocal Agreement for Justice Court Services (this “Agreement”) is made and entered by and between the City of Farmington (the “City”), a municipal corporation of the State of Utah, and Davis County (the “County”), a political subdivision of the State of Utah. The City and the County may be collectively referred to as the “parties” in this Agreement.

### RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals, which are incorporated and are integral to this Agreement:

- A. *Utah Code Ann.* §78A-7-102 allows the City to create and operate a justice court for public convenience. Accordingly, the City has determined that it is in the best interests of the residents of the City to create the Farmington City Justice Court.
- B. Pursuant to Utah law, the Davis County Justice Court currently administers court cases that: (i) arise from class B and C misdemeanors, violations of ordinances, infractions, and small claims; and (ii) are associated with either the unincorporated area of the County and/or one or more of the following municipal boundaries: (1) the City of Bountiful; (2) the City of Farmington; (3) the City of Fruit Heights; (4) the City of Kaysville; (5) the City of Layton; (6) the City of West Bountiful; and (7) the City of West Point.
- C. The County attempted to dissolve the Davis County Justice Court with the Judicial Council, was denied and has notified affected entities that it is terminating Interlocal Agreements with the affected entities currently having their cases heard in the Davis County Justice Court, effective December 31, 2015.
- D. The parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, *Utah Code Ann.*, to enter into this Agreement for the provision of justice court services.
- E. The parties desire to enter into this Agreement for the provision of justice court services under the terms and provisions of this Agreement.
- F. The City is willing to enter into this Agreement and thereby assume responsibility for the operation of the Farmington City Justice Court and other related services covered in this Agreement.

- G. Notwithstanding anything to the contrary herein, the County, in the event that this Agreement is terminated for any reason, reserves its rights to operate the Davis County Justice Court, subject to the statutory 2 year waiting requirement under the Utah Code.
- H. The City reserves its right to enter into similar agreements with other municipalities located within the County to provide justice court services to those municipalities on terms as negotiated between the City and such municipalities; provided, however, that such other contracts shall not interfere with the City's performance of the terms and provisions of this Agreement.

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

1. **Scope of Services to be Provided.** The City, commencing on January 1, 2016 and continuing for the duration of this Agreement, agrees to provide justice court services, including, but not limited to, those services set forth below, for all of the territorial jurisdictions identified in this Agreement:
  - a. All related court transport and bailiff services inside the Courtroom;
  - b. A court operation with trained judge(s), indigent defendant defense counsel services, necessary interpreter services, and staff approved and certified under the Utah Judicial Council standards and policies;
  - c. Daily court operations, including traffic school;
  - d. A Court Referee or similar program to provide simplified resolution of minor traffic offenses;
  - e. Secure holding facilities for defendants transported from the jail or prison;
  - f. Fiscal management with separate accounting for all cases arising from within the territorial jurisdiction of Davis County as maintained by CORIS case management system;
  - g. Records management, segregated by jurisdiction and maintained in a manner which will allow, easily and without material cost or delay, separation of all files, information and data concerning the County's cases from other jurisdictions handled by the Farmington City Justice Court and dissemination to the County of all such information and data;
  - h. CORIS case management system;



- i. Specialty court program for domestic violence;
- j. Alcohol related incidents statistics and data, as required by state agencies, to be filed with applicable state agencies including all required information and reports to entitle the County to its share of periodic distributions of state-administered liquor tax attributable to its Alcohol Related Incidents;

## **2. Territorial Jurisdiction**

The parties acknowledge, understand and agree that, commencing on January 1, 2016 and continuing for the duration of this Agreement, the territorial jurisdictions that the Farmington City Justice Court shall serve shall be:

- a. The municipal boundaries of the City of Bountiful, based on the concurrent territorial jurisdiction that the Davis County Justice Court has with the Second Judicial District Court in and for the State of Utah;
- b. The municipal boundaries of the City;
- c. The municipal boundaries of the City of Layton, based on the concurrent territorial jurisdiction that the Davis County Justice Court has with the Second Judicial District Court in and for the State of Utah;
- d. The municipal boundaries of the City of West Point;
- e. The unincorporated area of the County; and
- f. Such other territory(ies) as required by law, rule, regulation, or otherwise.

## **3. Jurisdiction**

The Farmington City Justice Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of Utah and, in particular, that jurisdiction granted by *Utah Code Ann.* §78A-7-106. The Farmington City Justice Court shall have the authority to enforce the County's Ordinances.

## **4. Judge's Authority**

The parties acknowledge, understand and agree that the Farmington City Justice Court Judge shall have the authority granted to him or her by applicable law, rule, regulation, or otherwise, including, but not limited to, the applicable parts of Title 78A, Chapter 7 of the Utah Code (as amended) as well as the applicable parts of Title 78A, Chapter 8 of the Utah Code (as amended).

## **5. Location**

- a. The Farmington City Justice Court will be held, subject to negotiation of a lease for the court, in the Davis County Justice Center at 800 West State Street, Farmington City, Davis County, Utah.

- b. The Farmington City Justice Court may be held elsewhere within the Farmington City Justice Court's territorial jurisdiction, as may be appropriate and reasonable under the circumstances.

## **6. Certification**

The Farmington City Justice Court shall, at all times, meet the minimum requirements for the certification of a justice court as provided in *Utah Code Ann. §78A-7-103* or as otherwise required under applicable law, rule, and/or regulation.

## **7. Justice Court Judge**

- a. The Judge shall be appointed and confirmed in accordance with state law.
- b. In accordance with *Utah Code Ann. §78A-7-203*, the Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
- c. The Farmington City Justice Court Judge must meet the requirements specified in *Utah Code Ann. §78A-7-201* for the Farmington City Justice Court Judge eligibility and be certified by the Utah Judicial Council to hold office.
- d. The Farmington City Justice Court Judge shall be paid in accordance with *Utah Code Ann. §78A-7-207*.
- e. The Farmington City Justice Court Judge shall comply with all state requirements for continuing education and attend all orientation and training sessions required by law and the Utah Judicial Council.
- f. The initial appointment and any subsequent vacancy shall be addressed pursuant to *Utah Code Ann. §78A-7-202*.

## **8. Court Hours and Facilities**

- a. All official court business shall be conducted in the courtroom or an office located in the Davis County Justice Center or at another location which is conducive and appropriate to the administration of justice.
- b. The hours of the Farmington City Justice Court shall be posted conspicuously at the Davis County Justice Center and at such public buildings located with the City as may be deemed appropriate by the City.

- c. The Farmington City Justice Court shall have regularly scheduled hours at which the judge of the court shall be present and the hours that the Farmington City Justice Court shall be open shall be in compliance with any requirements imposed by State law or the Utah Judicial Council.

#### **9. Copies of Ordinances and Materials**

The City shall provide the Farmington City Justice Court with current copies of *Motor Vehicles Laws of the State of Utah, Utah Code Annotated*, and the *Justice Court Manual* published by the Court Administrators Office, and any other State laws affecting local government. Each participating political subdivision and municipal entity shall be responsible to supply the Farmington City Justice Court with current copies of its ordinances.

#### **10. Employment Status and Expenses and Performance Standards**

- a. Replacement or Addition of Key Personnel.
  - i. To the extent reasonably possible under then applicable law, the County shall be invited to attend the interviewing process if the City (a) replaces the sitting judge due to disability, resignation, failure to be retained in an election, or otherwise, or (b) if the City appoints another judge for the Farmington City Justice Court, provided however, that the City need not obtain the County's approval concerning such appointment(s).
- b. The County shall have no liability for the payment of salaries, wages or other compensation to the judge(s), and the Farmington City Justice Court personnel, including, without limitation, any unfunded or underfunded salaries wages or benefits to the Farmington City Justice Court personnel.
- c. Any judge(s) and the Farmington City Justice Court personnel shall be the City's employees and have no right to County pension, civil service, or any other County employment benefits for services provided under this Agreement.
- d. Adequate, competent and appropriate staff shall be provided to the Farmington City Justice Court to conduct the business of the Farmington City Justice Court.
- e. The Farmington City Justice Court clerical personnel shall be employees of the City and therefore, subject to selection, supervision, discipline and personnel policies and procedures of the City as set forth in the *City of Farmington Personnel Policies and Procedures*.
- f. The cost and expenses for travel and training of clerical personnel and training sessions conducted by the Judicial Council shall be the responsibility of the City.

- g. The City shall assume responsibility for all expenses of the Farmington City Justice Court. In no event shall court space costs, either capital or operational, be considered as an expense in computing the percentage of gross revenues to be allocated to the cities and the County pursuant to paragraph 14 of this agreement.

## **11. Records**

- a. The records of the Farmington City Justice Court shall be maintained at the office of the Farmington City Justice Court but shall be made available, as required by law, to parties and the general public in accordance with the *Government Records Access and Management Act* as well as applicable court rules.
- b. The City and County shall work together to complete the transfer of such records as are necessary and appropriate from the Davis County Justice Court to the Farmington City Justice Court to implement this Agreement, including records and files of open cases, collections and other relevant matter. The transfer of records and the computer data conversion of such records shall comply with the transition process set forth in Section 17 and any terms and conditions as required by the Utah Judicial Counsel and/or the Administrative Office of the Courts. Notwithstanding anything to the contrary herein, the County shall retain ownership, possession, and control over all records created by the County and which are not necessary for the Farmington City Justice Court to function, including, but not limited to, the County's personnel records and other similar records.

## **12. Prosecution**

The parties acknowledge, understand and agree that the prosecution of all cases that are administered by the Farmington City Justice Court pursuant to this Agreement and that are attributable to cases, matters, issues, or otherwise associated with the municipal boundaries of the City of Bountiful, the municipal boundaries of the City of Layton, the municipal boundaries of the City of West Point, the unincorporated area of the County, and/or such other territories as required by law, rule, regulation, or otherwise that, but for this Agreement, would fall within the territorial jurisdiction of the Davis County Justice Court, shall be prosecuted at the sole cost and expense of the County. Likewise, the parties acknowledge, understand and agree that the prosecution of all cases that are administered by the Farmington City Justice Court pursuant to this Agreement and that are attributable to cases, matters, issues, or otherwise associated with the municipal boundaries of the City shall be prosecuted at the sole cost and expense of the City.

## **13. Budget**

- A. The City shall review, determine and approve the budget for the Farmington City Justice Court as part of its annual budgeting process.

- B. Budget approval for the Farmington City Justice Court shall be in accordance with the provisions of the *Uniform Fiscal Procedures for Utah Cities* as set forth in *Utah Code Ann.* §10-6.
- C. The fiscal year for the Farmington City Justice Court shall be from July 1 to June 30 of each year.

#### **14. Distribution of Gross Revenues**

The parties have reviewed and considered the various economic benefits and consequences to both parties and other factors of the County and the City in order to determine in the full and unique circumstances of the parties what is the appropriate and reasonable allocation of the Farmington City Justice Court revenues. Based upon this review and consideration, as well as the negotiations involved, the parties have determined that the allocation of the Farmington City Justice Court gross revenues is as follows:

- a. The allocation and distribution of the gross revenues of the Farmington City Justice Court shall be determined and made monthly on the following basis:
  - i. Unless otherwise set forth to the contrary herein, One Hundred percent (100%) of the gross revenues attributable to cases, matters, issues, or otherwise associated with the territorial jurisdiction of the City, shall be allocated and distributed to the City;
  - ii. Unless otherwise set forth to the contrary herein, Fifty percent (50%) of the gross revenues attributable to cases, matters, issues, or otherwise associated with the municipal boundaries of the City of Bountiful, the municipal boundaries of the City of Layton, the municipal boundaries of the City of West Point, the unincorporated area of the County, and/or such other territories as required by law, rule, regulation, or otherwise that, but for this Agreement, would fall within the territorial jurisdiction of the Davis County Justice Court, shall be allocated and distributed to the County; and
  - iii. Unless otherwise set forth to the contrary herein, Fifty percent (50%) of the gross revenues attributable to cases, matters, issues, or otherwise associated with the municipal boundaries of the City of Bountiful, the municipal boundaries of the City of Layton, the municipal boundaries of the City of West Point, the unincorporated area of the County, and/or such other territories as required by law, rule, regulation, or otherwise that, but for this Agreement, would fall within the territorial jurisdiction of the Davis County Justice Court, shall be allocated and distributed to the City;
- b. An accounting of all revenues and expenses of the Farmington City Justice Court, as well as the distribution of the revenues to the parties shall be made at least quarterly to the parties.

- c. In those cases which are opened in the Davis County Justice Court and which are transferred as open cases to the Farmington City Justice Court, if a fine has been imposed as part of a sentence, and funds continue to be collected on that case, the allocation of the revenues actually collected shall be Fifty percent (50%) to the City and Fifty percent (50%) to the County.
- d. "Gross revenues" means, for the purposes of this Agreement, the total of all fines and filing fees actually received by the Farmington City Justice Court, but does not include any court or other costs assessed against a party, bail, restitution, program fees or costs or any surcharges received pursuant to *Utah Code Ann. §51-9-4 et seq.*
- e. The City shall not be obligated to pay, nor is the County entitled to receive, any interest on the share of the gross revenues allocated and distributed to the City.

### **15. Reports**

- a. In accordance with Section 78A-7-215, *Utah Code Ann.*, the Farmington City Justice Court Judge shall file monthly reports with the Office of the Utah State Court Administrator as well as copies to the County and the City. The reports shall include, at the least, the number of cases, the dispositions entered and other information as specified in forms provided by the State Court Administrator's Office.
- b. Annually, the Farmington City Justice Court Judge shall appear before the Board of County Commissioners, if requested to do so, for the purpose of making a report of the Court and its activities as they pertain to the County and to respond to any inquiries of the Board of County Commissioners.

### **16. Effective Date**

This Agreement shall become effective upon execution by the parties and approval of the creation of the Farmington City Justice Court by the Utah Judicial Council. The transition of cases and records shall comply with the transition process set forth in Section 17 and as approved by the Utah Judicial Council and the Administrative Office of the Courts. The City represents and warrants to the County that it will work, in good faith, with the Office of the Utah State Court Administrator and/or the Judicial Council to create the Farmington City Justice Court on or before January 1, 2016.

### **17. Transition**

- a. The parties desire to commence the transition of cases from the Davis County Justice Court to the Farmington City Justice Court as efficiently and timely as possible. Subject to final approval by the Utah Judicial Council and the

Administrative Office of the Courts, the parties desire to start transitioning new cases from the Davis County Justice Court no later than January 1, 2016. The parties further desire to complete the transition of all cases from the Davis County Justice Court to the Farmington City Justice Court as soon as possible.

- b. Subject to the terms and conditions of Subsection a directly above, all new citations issued on or after January 1, 2016, which would be cited into the Davis County Justice Court, shall be cited and forwarded to the Farmington City Justice Court.
- c. Subject to the terms and conditions of Subsection a above, all cases that are open and existing within the Davis County Justice Court as of December 31, 2015, shall be transferred to the Farmington City Justice Court by November 1, 2016, or as soon thereafter as is feasible by the Administrative Office of the Courts.
- d. Effective December 31, 2015, the Davis County Justice Court shall cease operations and it is understood by the parties that Davis County would be required to wait for 2 (two) years prior to restarting operations of its Justice Court, subject to the approval of the Utah Judicial Council and the Administrative Office of the Courts.
- e. The County shall notify all agencies which currently cite cases into the Davis County Justice Court of the transfer of cases to the Farmington City Justice Court and the requirement that all citations issued on or after January 1, 2016, be cited into the Farmington City Justice Court.

#### **18. Initial Term & Termination**

- a. The Parties agree that Farmington is relying on cases from Davis County and the unincorporated County. The County agrees that it will remain with the Farmington City Justice Court for a minimum of 6 years (the length of the term of a justice court judge).
- b. This Agreement shall continue in effect until terminated by:
  - i. The mutual consent of the parties;
  - ii. Notwithstanding anything herein to the contract, by either party after:
    - (a) Any material breach of this Agreement; and
    - (b) After the nonbreaching party provides the breaching party with a written notice to cure the material breach within thirty (30) business

days after receiving the written notice to cure the material breach and the breaching party fails to timely cure the material breach;

iii. The submission by either party, with or without cause, of a written notice six (6) months prior to the end of the City's fiscal year; Or

iv. As otherwise set forth in this Agreement or as permitted by applicable law, rule and/or regulation.

c. The termination shall take effect at the end of the City's fiscal year.

d. In no event shall the term of the Agreement exceed fifty (50) years.

### **19. Resolutions of Approval**

This Agreement is conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with *Utah Code Ann.* §11-13-202.5.

### **20. Attorney Opinions**

This Agreement is conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with *Utah Code Ann.* §11-13-202.5.

### **21. Filing of Agreement**

This Agreement is conditioned upon the Agreement being filed with the keeper of records for both the City and the County in accordance with *Utah Code Ann.* §11-13-202.5.

### **22. Authorization**

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully authorized to execute this Agreement on behalf of the parties.

### **23. Notice**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

Farmington:

Farmington City  
Attn: City Manager  
160 S Main St,  
Farmington, UT 84025



With a copy to: Todd J. Godfrey  
Hayes Godfrey Bell, P.C.  
2118 E. 3900 S. #300  
Holladay, UT 84124

Davis County: Davis County  
Attn: Chair, Davis County Board of County Commissioners  
61 South Main Street, Suite 301  
P.O. Box 618  
Farmington, UT 84025

With a copy to: Davis County Attorney's Office  
Attn: Civil Division  
P.O. Box 618  
Farmington, UT 84025

#### **24. No Separate Legal Entity**

No separate legal entity is created by this Agreement.

#### **25. Benefits**

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

#### **26. Waivers or Modification**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the parties from receiving the full bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

#### **27. Relationship of the parties**

The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make

any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

**28. Binding Effect; Entire Agreement, Amendment**

This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the parties.

**29. Enforcement of Agreement**

The parties hereto shall be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Agreement. In the event that any party breaches this Agreement, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any remedies under, this Agreement, including, but not limited to, reasonable attorneys' fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).

**30. Choice of Law; Jurisdiction; Venue**

This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

**31. Severability**

If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

**32. Rights and Remedies Cumulative**

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

**33. No Third-Party Beneficiaries**

This Agreement is entered into by the parties for the exclusive benefit of the parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

**34. Time of Essence**

Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the parties agree to comply with all such times.

**35. Execution of Additional Documents**

Each of the parties agrees to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of its obligations hereunder, to carry out the intent of the parties.

**36. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Davis County  
A political subdivision of the State of Utah

Attest:

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

P. Bret Millburn  
Chair  
Davis County Board of County Commissioners

\_\_\_\_\_  
Curtis Koch  
Davis County Clerk/Auditor

Approved as to form:

\_\_\_\_\_  
Attorney for Davis County

Farmington City  
A Utah municipal corporation

Attest: \_\_\_\_\_  
City Recorder

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

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Farmington City Attorney



**INTERLOCAL AGREEMENT FOR  
JUSTICE COURT SERVICES**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Farmington (“Farmington”) and Fruit Heights City (“Fruit Heights”), each a municipal corporation of the State of Utah.

**RECITALS**

This Agreement is made and entered into by and between the parties based upon the following recitals, which are incorporated and are integral to this Agreement:

- A. *Utah Code Ann.* §78A-7-102, allows Farmington to create and operate a Justice Court for public convenience. Accordingly, Farmington has determined it is in the best interests of the residents of Farmington to establish a Justice Court.
- B. Davis County has given notice of termination of the Interlocal Agreement Fruits Heights has with Davis County for the administration of Fruit Heights’ court cases.
- C. Davis County previously assumed jurisdictional responsibility for the prosecution of misdemeanor and small claims court cases within the jurisdiction of the cities of West Bountiful, West Point and Kaysville.
- D. Fruit Heights hereby desires to amend its method of handling its justice court matters by entering into this Agreement with Farmington and to adjudicate all matters within the jurisdiction of the Fruit Heights City in the Farmington City Justice Court as more particularly provided herein.
- E. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Ann.*, to enter into this Agreement for the provision of Justice Court Services.
- F. The parties desire to enter into an agreement for the provision of justice court services to both jurisdictions under the terms and provisions of this interlocal cooperation agreement.
- G. Farmington is willing to enter into this Agreement and thereby assume responsibility for the operation of a Justice Court and other related services covered in this agreement.

- H. Fruit Heights hereby reserves its rights to amend its method of administering its local responsibility in the future in the event that this Agreement is terminated for any reason.
- I. Farmington reserves its right to enter into similar agreements with other municipalities to provide justice court services to those municipalities on terms as negotiated between Farmington and such municipalities; provided however, that such other contracts shall not interfere with the Farmington's performance of the terms of this Agreement.

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

1. **Scope of Services to be Provided.** Pursuant to *Utah Code Ann. §78A-7-102*, et seq., Farmington agrees to furnish all court services to Fruit Heights reasonably necessary to enforce and adjudicate, within the territorial jurisdiction of Fruit Heights City for Class B Misdemeanors and lesser offenses, Fruit Heights City ordinances and all applicable federal and state laws. The court services provided by Farmington shall include, without limitation, the following:
  - a. All related court transport and bailiff services inside the Courtroom;
  - b. A court operation with trained judge(s), indigent defendant defense counsel services, necessary interpreter services, and staff approved and certified under the Utah Judicial Council standards and policies;
  - c. Daily court operations, including traffic school;
  - d. A Court Referee or similar program to provide simplified resolution of minor traffic offenses;
  - e. Secure holding facilities for defendants transported from the jail or prison;
  - f. Fiscal management with separate accounting for all cases arising from within the territorial jurisdiction of Davis County as maintained by CORIS case management system;
  - g. Records management, segregated by jurisdiction and maintained in a manner which will allow, easily and without material cost or delay, separation of all files, information and data concerning Fruit Heights City Cases from other jurisdictions handled by the Court and dissemination to Fruit Heights of all such information and data;

- h. CORIS case management system, or such other case management system as Farmington may employ;
- i. Specialty court program for domestic violence; and
- j. Alcohol related incidents statistics and data, as required by state agencies, to be filed with applicable state agencies including all required information and reports to entitle Fruit Heights to its share of periodic distributions of state-administered liquor tax attributable to its Alcohol Related Incidents.

## **2. Territorial Jurisdiction**

The jurisdiction of the Court shall extend into all of the unincorporated territory of the County, the territory within the corporate limits Fruit Heights City, the territory within the corporate limits of Farmington, such other territory as authorized by law, and any other territory authorized and approved by the Utah Judicial Council.

## **3. Court Jurisdiction**

The Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of Utah and, in particular, that jurisdiction granted by *Utah Code Ann.* §78A-7-106. The Court shall have the authority to enforce Fruit Heights' City Ordinances.

## **4. Justice Court Judge Authority**

The judge of the Court shall have such authority as is granted by State law and applicable rules including those enumerated in *Utah Code Ann.* §78A-7-106.

## **5. Court Location**

- a. The Court will be held, subject to negotiation of a lease for the court, in the Davis County Justice Center at 800 West State Street, Farmington City, Davis County, Utah.
- b. The Court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances.

## **6. Certification**

The Court shall, at all times, meet the minimum requirements for the certification of a justice court as provided in *Utah Code Ann.* §78A-7-103.

## **7. Justice Court Judge**

- a. The Judge shall be appointed and confirmed in accordance with state law.



- b. In accordance with *Utah Code Ann.* §78A-7-203, the Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
- c. The Justice Court Judge must meet the requirements specified in *Utah Code Ann.* §78A-7-201 for Justice Court Judge eligibility and be certified by the Utah Judicial Council to hold office.
- d. The Justice Court Judge shall be paid in accordance with *Utah Code Ann.* §78A-7-207.
- e. The Justice Court Judge shall comply with all state requirements for continuing education and attend all orientation and training sessions required by law and the Utah Judicial Council.
- f. The initial appointment and any subsequent vacancy shall be addressed pursuant to *Utah Code Ann.* §78A-7-202.

#### **8. Court Hours and Facilities**

- a. All official court business shall be conducted in the courtroom or an office located in the Davis County Justice Center or at another location which is conducive and appropriate to the administration of justice.
- b. The hours of the Court shall be posted conspicuously at the Davis County Justice Center and at such public buildings located within the territorial jurisdiction of the Court as may be deemed appropriate by Farmington.
- c. The Court shall have regularly scheduled hours at which the judge of the court shall be present and the hours that the Court shall be open shall be in compliance with any requirements imposed by State law or the Utah Judicial Council.

#### **9. Copies of Ordinances and Materials**

Farmington shall provide the Court with current copies of *Motor Vehicles Laws of the State of Utah*, *Utah Code Annotated*, and the *Justice Court Manual* published by the Court Administrators Office, and any other State laws affecting local government. Fruit Heights shall be responsible to supply the Court with current copies of its ordinances.

#### **10. Employment Status and Expenses and Performance Standards**

- a. Replacement or Addition of Key Personnel.

- i. To the extent reasonably possible under then applicable law, Fruit Heights shall be invited to attend the interviewing process if Farmington (a) replaces the sitting judge due to disability, resignation, failure to be retained in an election, or otherwise, or (b) if Farmington appoints another judge for the Court, provided however, that Farmington need not obtain the Fruit Heights' approval concerning such appointment(s).
- b. Fruit Heights shall have no liability for the payment of salaries, wages or other compensation to the judge(s), and Court personnel, including, without limitation, any unfunded or underfunded salaries wages or benefits to Court personnel.
- c. Any judge(s) and Court personnel shall be Farmington City employees and have no right to Fruit Heights pension, civil service, or any other Fruit Heights employment benefits for services provided under this Agreement.
- d. Adequate, competent and appropriate staff shall be provided to the Court to conduct the business of the Court.
- e. Court clerical personnel shall be employees of the City of Farmington and therefore, subject to selection, supervision, discipline and personnel policies and procedures of Farmington as set forth in the *City of Farmington Personnel Policies and Procedures*.
- f. The cost and expenses for travel and training of clerical personnel and training sessions conducted by the Judicial Council shall be the responsibility of the Farmington.
- g. Farmington shall assume responsibility for all expenses of the Court. In no event shall court space costs, either capital or operational, be considered as an expense in computing the percentage of gross revenues to be allocated to the cities and County pursuant to paragraph 14 of this agreement.

## **11. Records**

- a. The records of the Court shall be maintained at the office of the Court but shall be made available, as required by law, to parties and the general public in accordance with the *Government Records Access and Management Act* as well as applicable court rules.
- b. Farmington and Fruit Heights shall work together to complete the transfer of such records as are necessary and appropriate from the Davis County Justice Court to the Farmington City Justice Court to implement this Agreement, including records and files of open cases, collections and other relevant matter. The transfer

of records and the computer data conversion of such records shall comply with the transition process set forth in Section 17 and any terms and conditions as required by the Utah Judicial Counsel and/or the Administrative Office of the Courts.

## **12. Prosecution**

The prosecution of all cases brought before the Court in which Fruit Heights is a party or in which the violation of Fruit Heights ordinances is an issue shall be the responsibility of Fruit Heights.

## **13. Budget**

- A. Farmington shall review, determine and approve the budget for the court as part of its annual budgeting process.
- B. Budget approval for the Court shall be in accordance with the provisions of the *Uniform Fiscal Procedures for Utah Cities* as set forth in *Utah Code Ann.* §10-6.
- C. The fiscal year for the court shall be from July 1 to June 30 of each year.

## **14. Distribution of Gross Revenues**

The parties have reviewed and considered the various economic benefits and consequences to both parties and other factors of Farmington and Fruit Heights in order to determine in the full and unique circumstances of the parties what is the appropriate and reasonable allocation of justice court revenues. Based upon this review and consideration, as well as the negotiations involved, the parties have determined that the allocation of justice court gross revenues is as follows:

- a. The allocation and distribution of the gross revenues of the court shall be determined and made monthly on the following basis:
  - i. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office and any other agency which would be cited into the Unincorporated Davis County Justice Court, if such court continued to exist and receive cases, shall be allocated and distributed to Farmington.
  - ii. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office and any other agency which would be cited into the Unincorporated Davis County Justice Court if such court continued to exist and receive cases, shall be allocated and distributed to Fruit Heights.

- b. An accounting of all revenues and expenses of the Court, as well as distribution of the revenues to the parties should be made quarterly to the parties.
- c. In those cases which are opened in the Davis County Justice Court belonging to Fruit Heights and which are transferred as open cases to the Farmington City Justice Court, if a fine has been imposed as part of a sentence, and funds continue to be collected on that case, the allocation of the revenues actually collected shall be Fifty (50%) per cent to Farmington and Fifty (50%) per cent to Fruit Heights.
- d. "Gross revenues" means, for the purposes of this Agreement, the total of all fines and filing fees actually received by the Court, but does not include any court or other costs assessed against a party, bail, restitution, program fees or costs or any surcharges received pursuant to *Utah Code Ann. §51-9-4 et seq.*
- e. Farmington shall not be obligated to pay, nor is Fruit Heights entitled to receive, any interest on the share of the gross revenues allocated and distributed to Fruit Heights.

#### **15. Reports**

- a. In accordance with Section 78A-7-215, *Utah Code Ann.*, the Justice Court Judge shall file monthly reports with the Office of the Utah State Court Administrator as well as copies to Fruit Heights and Farmington. The report shall include, at the least, the number of cases, the dispositions entered and other information as specified in forms provided by the State Court Administrator's Office.
- b. Annually, the Justice Court Judge shall appear before the Fruit Heights City Council, if requested to do so, for the purpose of making a report of the Court and its activities as they pertain to Fruit Heights and to respond to any inquiries of the Fruit Heights City Council.

#### **16. Effective Date**

This Agreement shall become effective upon execution by the parties and approval of the creation of the Farmington City Justice Court by the Utah Judicial Council. The transition of cases and records shall comply with the transition process set forth in Section 17 and as approved by the Utah Judicial Council and the Administrative Office of the Courts.

#### **17. Transition**

- a. The parties desire to commence the transition of cases from Davis County Justice Court to the Farmington City Justice Court as efficiently and as timely as possible. Subject to final approval by the Utah Judicial Council and the Administrative Office of the Courts, the parties desire to start transitioning new

cases from the Davis County Justice Court on January 1, 2016. The parties further desire to complete the transition of all cases from the Davis County Justice Court to the Farmington City Justice Court and to close the Davis County Justice Court as soon as possible.

- b. Subject to the terms and conditions of Subsection A, all new citations issued on or after January 1, 2016, which would be cited into the Davis County Justice Court, will be cited and forwarded to the Farmington City Justice Court.
- c. Subject to the terms and conditions of Subsection A, all cases that are open and existing within the Davis County Justice Court as of December 31, 2015, shall be transferred to the Farmington City Justice Court by November 1, 2016, or as soon thereafter as is feasible by the Administrative Office of the Courts.
- d. The Davis County Justice Court shall close on December 31, 2015, or as soon thereafter as is approved by the Utah Judicial Council and the Administrative Office of the Courts.
- e. It is anticipated that Davis County shall notify all agencies which currently cite cases into the Davis County Justice Court of the transfer of cases to the Farmington Justice Court and the requirement that all citations issued on or after January 1, 2016, be cited into the Farmington City Justice Court.

## **18. Termination**

- a. This Agreement shall continue in effect until terminated by:
  - i. The mutual consent of the parties; or
  - ii. The submission by either party, with or without cause, of a written notice six (6) months prior to the end of the Farmington's fiscal year.
- b. The termination shall take effect at the end of the Farmington's fiscal year.
- c. In no event shall the term of the Agreement exceed fifty (50) years.

## **19. Resolutions of Approval**

This interlocal cooperation Agreement shall be conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with *Utah Code Ann.* §11-13-202.5.

## **20. Attorney Opinions**

This interlocal cooperation agreement shall be conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with *Utah Code Ann.* §11-13-202.5.

**21. Authorization**

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully authorized to execute this Agreement on behalf of the parties.

**22. Notice**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Farmington:	Farmington City Attn: City Manager 160 S Main St, Farmington, UT 84025
With a copy to:	Todd J. Godfrey Hayes Godfrey Bell, P.C. 2118 E. 3900 S. #300 Holladay, UT 84124
Fruit Heights City:	Fruit Heights City Attn: Brandon Green 910 S. Mountain Rd. Fruit Heights City, UT 84037

**23. Integration**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning Court Services.

**24. Severability**

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**25. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**26. Applicable Law**

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Utah.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Farmington City  
A Utah municipal corporation

Attest:

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

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

Approved as to form:

\_\_\_\_\_  
Attorney for Farmington City

Agency: Fruit Heights City  
A Utah municipal corporation

Attest: \_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Don Carroll, Mayor

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Attorney for Fruit Heights City





**INTERLOCAL AGREEMENT FOR  
JUSTICE COURT SERVICES**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Farmington (“Farmington”) and West Bountiful City (“West Bountiful”), each a municipal corporation of the State of Utah.

**RECITALS**

This Agreement is made and entered into by and between the parties based upon the following recitals, which are incorporated and are integral to this Agreement:

- A. *Utah Code Ann.* §78A-7-102, allows Farmington to create and operate a Justice Court for public convenience. Accordingly, Farmington has determined it is in the best interests of the residents of Farmington to establish a Justice Court.
- B. Davis County determined that it will dissolve its Justice Court by or before January 1, 2016, subject to approval of the Judicial Council of the State of Utah.
- C. Davis County previously assumed jurisdictional responsibility for the prosecution of misdemeanor and small claims court cases within the jurisdiction of the cities of West Bountiful, West Point and Kaysville.
- D. West Bountiful hereby desires to amend its method of handling its justice court matters by entering into this Agreement with Farmington and to adjudicate all matters within the jurisdiction of the West Bountiful City in the Farmington City Justice Court as more particularly provided herein.
- E. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Ann.*, to enter into this Agreement for the provision of Justice Court Services.
- F. The parties desire to enter into an agreement for the provision of justice court services to both jurisdictions under the terms and provisions of this interlocal cooperation agreement.
- G. Farmington is willing to enter into this Agreement and thereby assume responsibility for the operation of a Justice Court and other related services covered in this agreement.

- H. West Bountiful hereby reserves its rights to amend its method of administering its local responsibility in the future in the event that this Agreement is terminated for any reason.
- I. Farmington reserves its right to enter into similar agreements with other municipalities to provide justice court services to those municipalities on terms as negotiated between Farmington and such municipalities; provided however, that such other contracts shall not interfere with the Farmington's performance of the terms of this Agreement.

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

- 1. **Scope of Services to be Provided.** Pursuant to *Utah Code Ann. §78A-7-102*, et seq., Farmington agrees to furnish all court services to West Bountiful reasonably necessary to enforce and adjudicate, within the territorial jurisdiction of West Bountiful City for Class B Misdemeanors and lesser offenses, West Bountiful City ordinances and all applicable federal and state laws. The court services provided by Farmington shall include, without limitation, the following:
  - a. All related court transport and bailiff services inside the Courtroom;
  - b. A court operation with trained judge(s), indigent defendant defense counsel services, necessary interpreter services, and staff approved and certified under the Utah Judicial Council standards and policies;
  - c. Daily court operations, including traffic school;
  - d. A Court Referee or similar program to provide simplified resolution of minor traffic offenses;
  - e. Secure holding facilities for defendants transported from the jail or prison;
  - f. Fiscal management with separate accounting for all cases arising from within the territorial jurisdiction of Davis County as maintained by CORIS or such other case management system as Farmington may employ;
  - g. Records management, segregated by jurisdiction and maintained in a manner which will allow, easily and without material cost or delay, separation of all files, information and data concerning West Bountiful City Cases from other jurisdictions handled by the Court and dissemination to West Bountiful of all such information and data;

- h. CORIS case management system, or such other case management system as Farmington may employ;
- i. Specialty court program for domestic violence; and
- j. Alcohol related incidents statistics and data, as required by state agencies, to be filed with applicable state agencies including all required information and reports to entitle West Bountiful to its share of periodic distributions of state-administered liquor tax attributable to its Alcohol Related Incidents.

## **2. Territorial Jurisdiction**

The jurisdiction of the Court shall extend into all of the unincorporated territory of the County, the territory within the corporate limits West Bountiful City, the territory within the corporate limits of Farmington, such other territory as authorized by law, and any other territory authorized and approved by the Utah Judicial Council.

## **3. Court Jurisdiction**

The Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of Utah and, in particular, that jurisdiction granted by *Utah Code Ann.* §78A-7-106. The Court shall have the authority to enforce West Bountiful's City Ordinances.

## **4. Justice Court Judge Authority**

The judge of the Court shall have such authority as is granted by State law and applicable rules including those enumerated in *Utah Code Ann.* §78A-7-106.

## **5. Court Location**

- a. The Court will be held, subject to negotiation of a lease for the court, in the Davis County Justice Center at 800 West State Street, Farmington City, Davis County, Utah.
- b. The Court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances.

## **6. Certification**

The Court shall, at all times, meet the minimum requirements for the certification of a justice court as provided in *Utah Code Ann.* §78A-7-103.

## **7. Justice Court Judge**

- a. The Judge shall be appointed and confirmed in accordance with state law.

- b. In accordance with *Utah Code Ann.* §78A-7-203, the Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
- c. The Justice Court Judge must meet the requirements specified in *Utah Code Ann.* §78A-7-201 for Justice Court Judge eligibility and be certified by the Utah Judicial Council to hold office.
- d. The Justice Court Judge shall be paid in accordance with *Utah Code Ann.* §78A-7-207.
- e. The Justice Court Judge shall comply with all state requirements for continuing education and attend all orientation and training sessions required by law and the Utah Judicial Council.
- f. The initial appointment and any subsequent vacancy shall be addressed pursuant to *Utah Code Ann.* §78A-7-202.

#### **8. Court Hours and Facilities**

- a. All official court business shall be conducted in the courtroom or an office located in the Davis County Justice Center or at another location which is conducive and appropriate to the administration of justice.
- b. The hours of the Court shall be posted conspicuously at the Davis County Justice Center and at such public buildings located within the territorial jurisdiction of the Court as may be deemed appropriate by Farmington.
- c. The Court shall have regularly scheduled hours at which the judge of the court shall be present and the hours that the Court shall be open shall be in compliance with any requirements imposed by State law or the Utah Judicial Council.

#### **9. Copies of Ordinances and Materials**

Farmington shall provide the Court with current copies of *Motor Vehicles Laws of the State of Utah*, *Utah Code Annotated*, and the *Justice Court Manual* published by the Court Administrators Office, and any other State laws affecting local government. West Bountiful shall be responsible to supply the Court with current copies of its ordinances.

#### **10. Employment Status and Expenses and Performance Standards**

- a. Replacement or Addition of Key Personnel.

- i. To the extent reasonably possible under then applicable law, West Bountiful shall be invited to attend the interviewing process if Farmington (a) replaces the sitting judge due to disability, resignation, failure to be retained in an election, or otherwise, or (b) if Farmington appoints another judge for the Court, provided however, that Farmington need not obtain the West Bountiful's approval concerning such appointment(s).
- b. West Bountiful shall have no liability for the payment of salaries, wages or other compensation to the judge(s), and Court personnel, including, without limitation, any unfunded or underfunded salaries wages or benefits to Court personnel.
- c. Any judge(s) and Court personnel shall be Farmington City employees and have no right to West Bountiful pension, civil service, or any other West Bountiful employment benefits for services provided under this Agreement.
- d. Adequate, competent and appropriate staff shall be provided to the Court to conduct the business of the Court.
- e. Court clerical personnel shall be employees of the City of Farmington and therefore, subject to selection, supervision, discipline and personnel policies and procedures of Farmington as set forth in the *City of Farmington Personnel Policies and Procedures*.
- f. The cost and expenses for travel and training of clerical personnel and training sessions conducted by the Judicial Council shall be the responsibility of the Farmington.
- g. Farmington shall assume responsibility for all expenses of the Court. In no event shall court space costs, either capital or operational, be considered as an expense in computing the percentage of gross revenues to be allocated to the cities and County pursuant to paragraph 14 of this agreement.

## **11. Records**

- a. The records of the Court shall be maintained at the office of the Court but shall be made available, as required by law, to parties and the general public in accordance with the *Government Records Access and Management Act* as well as applicable court rules.
- b. Farmington and West Bountiful shall work together to complete the transfer of such records as are necessary and appropriate from the Davis County Justice Court to the Farmington City Justice Court to implement this Agreement, including records and files of open cases, collections and other relevant matter.

The transfer of records and the computer data conversion of such records shall comply with the transition process set forth in Section 17 and any terms and conditions as required by the Utah Judicial Counsel and/or the Administrative Office of the Courts.

## **12. Prosecution**

The prosecution of all cases brought before the Court in which West Bountiful is a party or in which the violation of West Bountiful ordinances is an issue shall be the responsibility of West Bountiful.

## **13. Budget**

- A. Farmington shall review, determine and approve the budget for the court as part of its annual budgeting process.
- B. Budget approval for the Court shall be in accordance with the provisions of the *Uniform Fiscal Procedures for Utah Cities* as set forth in *Utah Code Ann.* §10-6.
- C. The fiscal year for the court shall be from July 1 to June 30 of each year.

## **14. Distribution of Gross Revenues**

The parties have reviewed and considered the various economic benefits and consequences to both parties and other factors of Farmington and West Bountiful in order to determine in the full and unique circumstances of the parties what is the appropriate and reasonable allocation of justice court revenues. Based upon this review and consideration, as well as the negotiations involved, the parties have determined that the allocation of justice court gross revenues is as follows:

- a. The allocation and distribution of the gross revenues of the court shall be determined and made monthly on the following basis:
  - i. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office and any other agency which would be cited into the Unincorporated Davis County Justice Court, if such court continued to exist and receive cases, shall be allocated and distributed to Farmington.
  - ii. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office and any other agency which would be cited into the Unincorporated Davis County Justice Court if such court continued to exist and receive cases, shall be allocated and distributed to West Bountiful.

- b. An accounting of all revenues and expenses of the Court, as well as distribution of the revenues to the parties should be made quarterly to the parties.
- c. In those cases which are opened in the Davis County Justice Court belonging to West Bountiful and which are transferred as open cases to the Farmington City Justice Court, if a fine has been imposed as part of a sentence, and funds continue to be collected on that case, the allocation of the revenues actually collected shall be Fifty (50%) per cent to Farmington and Fifty (50%) per cent to West Bountiful.
- d. "Gross revenues" means, for the purposes of this Agreement, the total of all fines and filing fees actually received by the Court, but does not include any court or other costs assessed against a party, bail, restitution, program fees or costs or any surcharges received pursuant to *Utah Code Ann. §51-9-4 et seq.*
- e. Farmington shall not be obligated to pay, nor is West Bountiful entitled to receive, any interest on the share of the gross revenues allocated and distributed to West Bountiful.

#### **15. Reports**

- a. In accordance with Section 78A-7-215, *Utah Code Ann.*, the Justice Court Judge shall file monthly reports with the Office of the Utah State Court Administrator as well as copies to West Bountiful and Farmington. The report shall include, at the least, the number of cases, the dispositions entered and other information as specified in forms provided by the State Court Administrator's Office.
- b. Annually, the Justice Court Judge shall appear before the West Bountiful City Council, if requested to do so, for the purpose of making a report of the Court and its activities as they pertain to West Bountiful and to respond to any inquiries of the West Bountiful City Council.

#### **16. Effective Date**

This Agreement shall become effective upon execution by the parties and approval of the creation of the Farmington City Justice Court by the Utah Judicial Council. The transition of cases and records shall comply with the transition process set forth in Section 17 and as approved by the Utah Judicial Council and the Administrative Office of the Courts.

#### **17. Transition**

- a. The parties desire to commence the transition of cases from Davis County Justice Court to the Farmington City Justice Court as efficiently and as timely as possible. Subject to final approval by the Utah Judicial Council and the



Administrative Office of the Courts, the parties desire to start transitioning new cases from the Davis County Justice Court on January 1, 2016. The parties further desire to complete the transition of all cases from the Davis County Justice Court to the Farmington City Justice Court and to close the Davis County Justice Court as soon as possible.

- b. Subject to the terms and conditions of Subsection A, all new citations issued on or after January 1, 2016, which would be cited into the Davis County Justice Court, will be cited and forwarded to the Farmington City Justice Court.
- c. Subject to the terms and conditions of Subsection A, all cases that are open and existing within the Davis County Justice Court as of December 31, 2015, shall be transferred to the Farmington City Justice Court by November 1, 2016, or as soon thereafter as is feasible by the Administrative Office of the Courts.
- d. The Davis County Justice Court shall close on December 31, 2015, or as soon thereafter as is approved by the Utah Judicial Council and the Administrative Office of the Courts.
- e. It is anticipated that Davis County shall notify all agencies which currently cite cases into the Davis County Justice Court of the transfer of cases to the Farmington Justice Court and the requirement that all citations issued on or after January 1, 2016, be cited into the Farmington City Justice Court.

#### **18. Termination**

- a. This Agreement shall continue in effect until terminated by:
  - i. The mutual consent of the parties; or
  - ii. The submission by either party, with or without cause, of a written notice at least six (6) months prior to the end of the Farmington's fiscal year.
- b. The termination shall take effect at the end of the Farmington's fiscal year.
- c. In no event shall the term of the Agreement exceed fifty (50) years.

#### **19. Resolutions of Approval**

This interlocal cooperation Agreement shall be conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with *Utah Code Ann.* §11-13-202.5.

**20. Attorney Opinions**

This interlocal cooperation agreement shall be conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with *Utah Code Ann.* §11-13-202.5.

**21. Authorization**

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully authorized to execute this Agreement on behalf of the parties.

**22. Notice**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Farmington:	Farmington City Attn: City Manager 160 S Main St, Farmington, UT 84025
With a copy to:	Todd J. Godfrey Hayes Godfrey Bell, P.C. 2118 E. 3900 S. #300 Holladay, UT 84124
West Bountiful City:	West Bountiful City Attn: Duane Huffman 550 North 800 West West Bountiful, UT 84087

**23. Integration**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning Court Services.

**24. Severability**

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or

other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**25. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**26. Applicable Law**

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Utah.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

Farmington City  
A Utah municipal corporation

Attest:

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

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

Approved as to form:

\_\_\_\_\_  
Attorney for Farmington City

Agency: West Bountiful City  
A Utah municipal corporation

Attest: \_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Ken Romney, Mayor

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Attorney for West Bountiful City

## CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

### **SUBJECT: City Manager Report**

1. Executive Summary for Planning Commission held on July 16, 2015

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

# FARMINGTON CITY



H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson, Associate City Planner  
Date: July 23, 2015  
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION HELD JULY 16, 2015

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on July 16, 2015 [note: seven commissioners attended the meeting—Chair Rebecca Wayment, Kent Hinckley, Brett Anderson, Alex Leeman, Heather Barnum, Dan Rogers, and Brett Gallacher.

1. Brock Johnston/Rainey Homes – Applicant is requesting a recommendation for final plat approval for the Miller Meadows Phase VI subdivision consisting of 13 lots on 5.18 acres of property located at approximately 550 South and 475 West in an AE (Agricultural Estates) zone. (S-15-14)

*Voted to recommend that the City Council approve the final plat as written in the staff report.*

*Vote: 7-0*

2. Bryan Turner/Davis School District – Applicant is requesting preliminary/final plat approval for the Elementary School #61 subdivision consisting of 1 lot on 10.55 acres of property located at approximately 750 South and 1100 West in an AE (Agriculture Estates) zone. (S-25-15)

*Voted to approve the preliminary/final plat as written in the staff report.*

*Vote: 7-0*

3. Phil Holland/Wright Development (Public Hearing) – Applicant is requesting a recommendation for schematic plan approval for the East Park Lane Subdivision consisting of 2 lots on 4 acres of property located at approximately 425 West and 700 North in a CMU (Commercial Mixed Use) zone. (S-24-15)

*The Planning Commission spoke at length about the merits of holding preliminary and final plat being held jointly. As this subdivision involves the dedication of right-of-way, it*

*is required to go through the major subdivision process. However, this is a simple two-lot subdivision, and therefore staff felt that preliminary and final plat would be nearly identical and the only difference would be improvement drawings, which could be required at preliminary/final plat. Staff proposed that the preliminary and final plat be held jointly, however, the planning commission wanted to hold two separate meetings for each. The staff report before the City Council reflects this change.*

*Additionally, there was discussion on the zone change application that was approved for the Mercedes Benz dealership. Staff pulled the minutes from that meeting and it was unclear whether the zone change applied to these two parcels or not. Councilman Young made a motion that read: "the City Council rezone the property from LS to CMU effective only on approval of a site plan to ensure that the alignment of the minor collector (or the north extension of Lagoon Drive) is consistent with the goals and objectives of the General Plan, that the rezone be applicable only to that area being modified by the Mercedes-Benz site to the limits of the road on the upper alignment, and that the enabling legislation be modified to reflect the motion prior to the Mayor signing it." Staff didn't know if the rezone was intended to apply only to the proposed Mercedes property, or if the proposed Mercedes property was the western boundary and the proposed alignment that is part of this subdivision was the eastern boundary. Either way, the zone change is contingent on the approval of a site plan. The question is whether this proposed subdivision is intended to be rezoned to CMU, or if that rezone was intended to only apply to the proposed Mercedes dealership.*

*Voted to recommend that the City Council approve the schematic plan as written in the staff report with condition 3 and finding 3 being struck.*

*Vote: 7-0*

Respectfully Submitted



Eric Anderson  
Associate Planner

Review & Concur



Dave Millheim  
City Manager

CITY COUNCIL AGENDA

For Council Meeting:  
August 4, 2015

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

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