

### CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, May 7, 2024** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 5:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so to [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov)

#### **WORK SESSION – 5:00 p.m.**

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

#### **REGULAR SESSION – 7:00 p.m.**

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

- Invocation – Brigham Mellor, City Manager
- Pledge of Allegiance – Melissa Layton, Council member

##### **PRESENTATIONS:**

- Recognition of Brigden Sunderland as Student of the Month **3**

##### **PUBLIC HEARINGS:**

- Main Street Landmark Register Designation Ordinance **5**
- Code Text Change Proposal – Section 11-39-050 F of the Zoning Ordinance **23**

##### **BUSINESS:**

- Consideration of a Moderate-Income Housing – Fee in Lieu Proposal for the Mashburn Lot Split at 247 South 650 West **29**
- Adoption of FY 2024-25 Recommended as Tentative Municipal Budget **35**

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

***Minute motion to reconvene the City Council Meeting***

##### **SUMMARY ACTION: **67****

1. Interlocal Agreement for Third-Party Building Inspections **68**
2. Clark Lane and 1100 West Power Relocation Agreement **76**
3. Listing Agreement with Newmark **83**
4. Approval of Minutes for 04.09.24 **88**

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

- City Manager Report
- Mayor Anderson & City Council Reports

##### **ADJOURN**

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov) and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn). Posted on May 2, 2024*

# CITY COUNCIL AGENDA



## PRESENTATIONS

- Recognition of Brigden Sunderland, Student of the Month

# Farmington City Student of the Month

## Brigden Sunderland



It is my honor to nominate Brigden Sunderland for Farmington City's Student of the Month. Brigden is a resident of Farmington and attends Farmington High School. Our friendship began last year on the football field. Brigden is not only athletically gifted, but more importantly he always came to practice and games with the right EFFORT and ATTITUDE.

On December 20, 2023, Brigden had a skiing accident, resulting in a broken neck. As news of this tragedy spread, the outpouring of concern and love toward Brigden was simply amazing, and a testament to the type of friend, classmate, and teammate Brigden is.

Brigden is battling every difficult day now with the same EFFORT and ATTITUDE that he put forth on the football field. Brigden is an amazing example of how to accept life's unforeseen challenges and find opportunities in them. We would all do well to be more like Brigden.

Eric Johnsen, Chief of Police

# CITY COUNCIL AGENDA



## PUBLIC HEARING

AGENDA TITLE: Main Street Landmark Register Designation Ordinance

PRESENTED BY: David Petersen

DEPARTMENT: Community Development

MEETING DATE: May 7, 2024



## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** David Petersen – Community Development Director  
**Date:** 05/07/2024  
**Subject:** Main Street Landmark Register Designation Ordinance

### RECOMMENDATION

Move that the City approve the enclosed ordinance designating the historic resources located in the Main Street National Historic District as historic resources on the City's Historic Landmark Register.

### Findings:

1. The Farmington Main Street Historic District is located within the corporate boundaries of Farmington City.
2. It is currently listed in the national register of historic places (the "national register").
3. The Main Street Historic District meets six (6) of the seven (7) criteria below necessary for Landmark Register Designation [note: only compliance with two of the seven criteria is required].
  - i. It is an easily identifiable visual feature of its neighborhood or the city because of its positioning, location, age, scale or style, and it contributes to the distinctive quality or identity of its area in such a way that its absence would negatively affect the area's sense of place;
    - a. The district is one of the most identifiable area of the city. It contains buildings from the entire settlement history of Farmington in a variety of styles and types ranging from small settlement-era vernacular classical homes to the recently constructed City Hall in 2010.
    - b. Unlike many main streets across the county, Farmington's main street is primarily single family residential.
    - c. The district area has the most historically intact collection of buildings in Farmington City, and maintains a cohesive historic streetscape with little modern infill between historic buildings.
  - ii. It figures importantly into Farmington City's founding or development through its uses, especially public uses;
    - a. The territorial legislature designated Farmington as the seat of government for the newly formed Davis County, and the first courthouse in Utah (an adobe building) was built in the district in 1854 to 1855. Although this building no longer exists, the recently restored Memorial Courthouse, constructed in 1933 is also part of the district at 28 East State Street.
    - b. The Rock Church (or meeting house) at 272 North was erected 1862-1863, and dedicated on January 9, 1864. The LDS Primary

- Association, conceived by Aurelia Spencer Rogers, was organized in this building. 224 children enrolled at the first meeting on August 25, 1878.
- c. The Hector C. Haight House at 208 North Main was built in 1857, and at one time was used as a hotel, which included a restaurant. It is now a single-family home.
  - d. The Farmington Tithing Office, located at 108 North Main Street and built in 1907, is the Farmington City museum.
  - e. The City purchased the Tithing Office for use as a City Hall in 1917. There have been three subsequent City Halls build since then, which includes the current City Hall constructed within the District at 160 South Main Street in 2010.
  - f. Davis County School District offices are also located on Main Street.
- iii. It is associated with persons significant in the founding or development of Farmington City, especially the earliest settler families (1847 - 1900); Hector Haight and his family were Farmington's earliest settlers in 1847, and two Haight homes are located within the district. The Haight's were joined by five other families in 1848 including the Burke, Davis, Grover, Miller and William Smith families, and six other families in 1848 including the Hess, Clark, J. Smith, Robinson, and Secrist, and Richard families. At least four of these 11 families have direct ties to the Main Street District.
  - iv. It is associated with events that have made a significant contribution to the founding or development of Farmington City;
    - a. The Farmington City General Plan states that is it is the social and cultural center of the community, and is the location of annual of parades, festival days and plays.
    - b. Main street is the location of Farmington's earliest commercial development, clustered primarily around State and Main street.
  - v. It illustrates an important architectural form, style or building technique, especially as an example of "local vernacular" (e.g., single- and two-story rock/adobe homes; simple brick Victorians) or as a singular example of form, style or technique within the city;
    - a. Architectural Classifications include: Mid-19 Century: Greek Revival; Late Victorian: Victorian; Late 19<sup>th</sup> and early 20<sup>th</sup> Century Revivals: Colonial Revival, Tudor Revival; Late 19<sup>th</sup> and early 20<sup>th</sup> Century American movements: Prairie School, Bungalow/Craftsman; and Other: Minimal Traditional, Ranch.
  - vi. It has been used as a wayfinding landmark for at least fifty (50) years;
    - a. Main Street is lined with mature deciduous trees, predominantly sycamores and is the major north-south "non-freeway" public right-of-way in Farmington. This section of Main Street is also S.R. 106.
    - b. Main Street is part of the alignment of the historic Lincoln Highway as well, a precursor to the Interstate Highway Act of 1956.

**BACKGROUND**

The City Council reviewed this Main Street Landmark Register request at a public hearing on September 19, 2023, and tabled consideration to allow time for additional feedback from property owners, to better understand the material in the staff report, and for further study. The 9.19.23 Council staff report included 16 documents consisting of 77 pages. One may refer back to that staff report at [www.farmington.utah.gov](http://www.farmington.utah.gov). The report also included a timeline, the updated version, which adds the 9.19.23 meeting is as follows:

TIMELINE	
Jan., 2011	Farmington Main Street Standard Reconnaissance Level Survey Final Report, Prepared by: Beatrice Lufkin (Historic Preservation Consultant)
2012	National Register of Historic Places Registration Form
2012	Designation to the National Register of Historic Places
May 2, 2022	Main Street District Open House where the FCHPC provided information about the Farmington City Historic Landmarks Register and received input from property owners.
	o Benefits for Historic Buildings and Structures in Farmington
	o Benefits of Landmark Register Designation [note: this repeats some information contained in the previous “Benefits” handout]
	o Historic Districts Are Good for your Pocket Book
	o Renovations “Decision Tree”
	o Zone vs. Historic Designation Chart
	o Historic Building Demolitions
	o Interactive Main Street Historic District Map
	o Main Street Historic District Parcel Map
	o Initial Main Street Property Owner Feedback Summary
June 1, 2023	FCHPC Letter of Request for Main Street Landmark Register Historic District
June 26, 2023	FCHPC meeting to determine if the request met the Landmark Register Historic District recommendation criteria.
	o Landmark Designation Recommendation Criteria: Section 11-39-050 C. of the Zoning Ordinance.
	o FCHPC Proposed Landmark District criteria determination.
Sep. 19, 2023	City Council Public Hearing

The City Council considered a Main Street Landmark Register Designation Ordinance on December 5, 2023, but tabled action (see enclosed minutes).

**Supplemental Information**

1. Vicinity Map.
2. Ordinance designating the historic resources located in the Main Street National Historic District as historic resources on the City’s Historic Landmark Register.
3. City Council minutes, December 5, 2023.

Respectfully submitted,

*David E. Petersen*

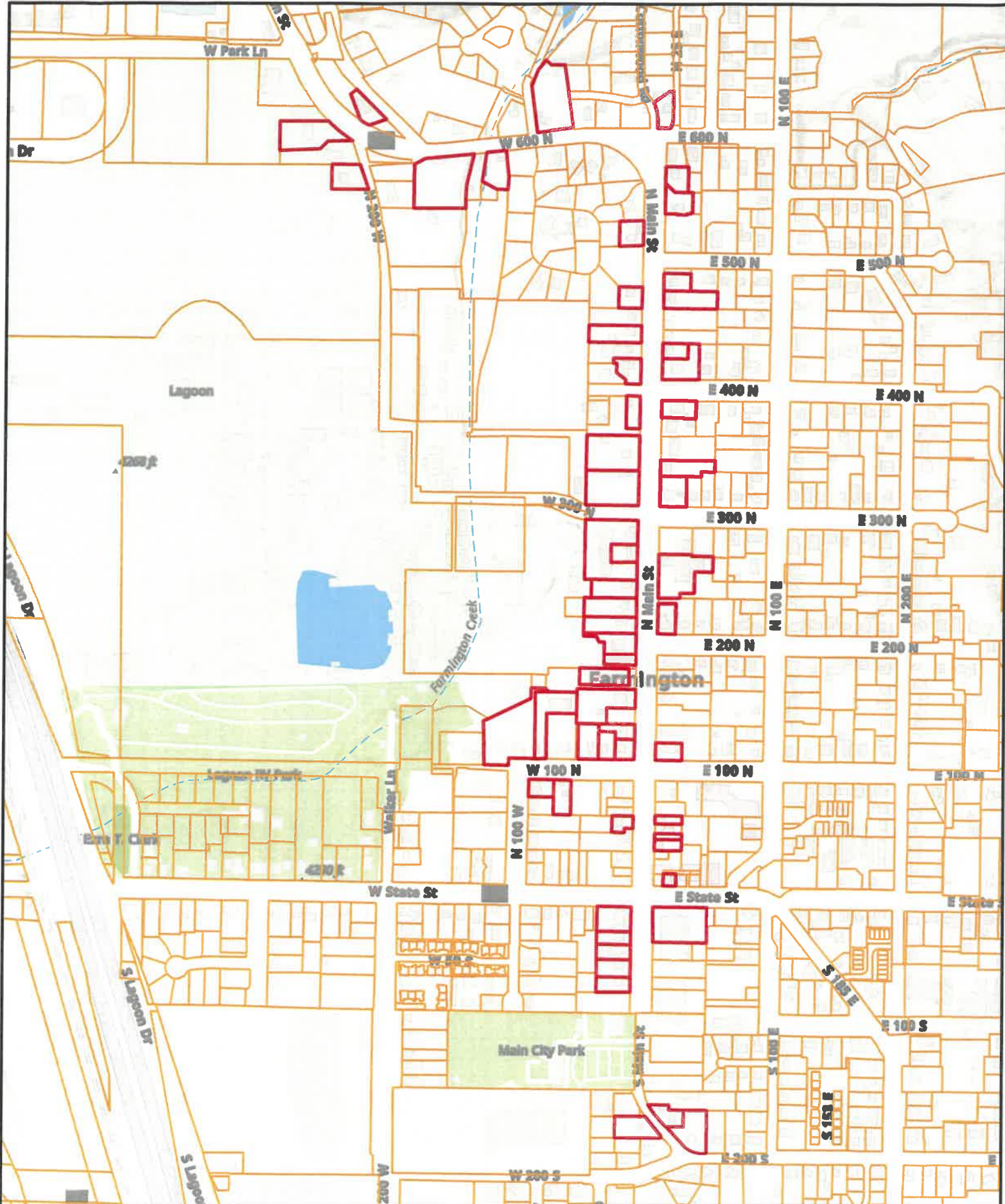
David Petersen  
Community Development Director

Review and concur,

A handwritten signature in black ink, appearing to read 'Brigham Mellor', written in a cursive style.

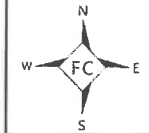
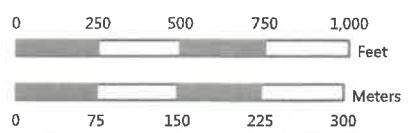
Brigham Mellor  
City Manager





**VICINITY MAP**  
**MAIN STREET LANDMARK DISTRICT**

Date: 11/30/2023



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

FARMINGTON, UTAH

ORDINANCE NO. 2024 - \_\_\_\_

**AN ORDINANCE OF THE FARMINGTON CITY COUNCIL DESIGNATING THE CLARK LANE NATIONAL HISTORIC DISTRICT OF FARMINGTON CITY AS AN HISTORIC RESOURCE ON THE FARMINGTON HISTORIC LANDMARKS REGISTER.**

**WHEREAS**, the Farmington City Council recognizes that the historical heritage of the Farmington community is among its most valued and important community assets; and

**WHEREAS**, the designation of an Historic Resource to the Farmington Historic Landmarks Register serves to protect that district and to preserve Farmington’s historical heritage; and

**WHEREAS**, the Main Street National Historic District is currently listed with National Register of Historic Places; and

**WHEREAS**, the Farmington Historic Preservation Commission finds that the Main Street National Historic District satisfies the criteria governing the designation of Historic Resources to the Farmington Historic Landmark Register and has recommended to the Farmington City Council that the Main Street National Historic District be so designated;

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

**Section 1. Designation.** Contributing properties in the Main Street National Historic District of Farmington City as further identified and described in **Exhibit A** attached hereto, and by the referenced made a part hereof, are hereby designated as Historic Resources on the Farmington Historic Landmark Register.

**Section 2. Notice of Listing.** A notice of designation shall be mailed to the owners of record of each property set forth in Exhibit A together with a copy of Chapter 39 of the Zoning Ordinance titled “Historic Buildings and Sites”.

**Section 3. Recordation.** The Historic Preservation Commission shall record this ordinance with the City Recorder’s Office and the Davis County Recorder’s Office

**Section 4. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 5. Effective Date.** This Ordinance shall become effective twenty (20) days after publication or posting, or thirty (30) days after passage, whichever occurs first.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 7<sup>th</sup> DAY OF MAY, 2024.**

**FARMINGTON CITY**

ATTEST:

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

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

# Exhibit A

## Parcel I.D. Number/Legal Description

### **070250023**

BEG 90 1/4 FT W OF NE COR OF LOT 1, BLK 15, PLAT A, FARMINGTON TS SURVEY, S 33 FT, W 78 FT, N 33 FT, E 78 FT TO BEG. ALSO, BEG NE COR OF LOT 1, BLK 15, PLAT A, FARMINGTON TS SURVEY, S 69 FT, W 90 1/4 FT, N 69 FT, E 90 1/4 FT. CONT. 0.195 ACRES.

### **070280040**

BEG 12 FT S FR NE COR OF LOT 6, BLK 3, PLAT A, FARMINGTON TS SURVEY; TH S 72 FT; TH W 160 FT; TH N 72 FT; TH E 160 FT TO BEG. CONT. 0.264 ACRES.

### **070230013**

BEG ON N LINE OF A STR 80 FT W FR SE COR LOT 2, BLK 23, PLAT A. FARMINGTON TS SURVEY; TH N 165 FT TO N LINE SD LOT; TH W 52.5 FT TO A PT 115 FT E OF NW COR SD LOT; TH S 71.0 FT; TH W 115 FT TO E LINE OF STR; TH S 94 FT ALG SD STR; TH E 167.5 FT ALG SD N LINE OF STR TO POB. CONT. 0.455 ACRES.

### **070280080**

BEG AT A PT 94 FT N OF THE SE COR OF LOT 1, BLK 3, PLAT A, FARMINGTON TOWNSITE SURVEY, & RUN TH N 70 FT, TH W 160 FT, TH S 70 FT, TH E 160 FT TO THE POB. CONT 0.26 ACRES

### **072200006**

ALL OF LOT 3, HADDEN CORNER SUB. CONT 0.40 ACRES LESS & EXCEPT: A PART OF LOT 3, HADDEN CORNER SUB; BEG AT THE MOST NE'LY COR OF SD LOT 3, AT THE E'LY LINE OF SD LOT, TH S 00°17'15" W 95.72 FT, TH N 89°43'00" W 61.44 FT, TH N 00°17'15" E 95.72 FT, TH S 89°43'00" E 61.44 FT TO THE POB. BEING THE E'LY 61.44 FT OF SD LOT 3. CONT. 0.134 ACRES TOTAL ACREAGE 0.267 ACRES

### **070230120**

BEG SW COR LOT 2, BLK 20, PLAT A, FARMINGTON TS SURVEY; TH N 141.00 FT; TH E 120.50 FT; TH S 141.00 FT; TH W 120.5 FT TO BEG. CONT. 0.3904 ACRES. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

### **070280041**

BEG 164 FT N FR SE COR OF LOT 1, BLK 3, PLAT A, FARMINGTON TS SURVEY, W 160 FT, N 82 FT, E 160 FT, S 82 FT TO BEG. CONT. 0.306 ACRES.

### **070220003**

THE S 1/2 OF LOT 6, BLK 22, PLAT A, FARMINGTON TS SURVEY. CONT. 0.47 ACRES

### **070220009**

ALL OF LOT 6, BLK 21, PLAT A, FARMINGTON TS SURVEY. CONT. 0.94 ACRES.

### **070260001**

BEG SW COR OF LOT 4, BLK 17, PLAT A, N 2.5 RODS, E 150 FT, S 5 RODS, W 150 FT, N 2.5 RODS TO BEG. CONT. 0.28 ACRES ALSO BEG 206.5 FT S FR NE COR OF LOT 4, BLK 17, PLAT A, W 97.5 FT, N 73 FT, E 97.5 FT, S 73 FT TO BEG. CONT. 0.15 ACRES ALSO BEG AT PT 242 FT N FR SW COR OF LOT 2, BLK 17, PLAT A, N 46.75 FT, E 165 FT, S 96.75 FT, W 65 FT, N 50 FT, W 100 FT TO BEG. RESERVING A STRIP OF LAND 3 FT WIDE 96.75 FT IN LENGTH ALG E SIDE OF THE ABOVE DESC TRACT TO BE USED FOR WATER DITCH TO CONVEY WATER TO ADJACENT LAND ON S. CONT. 0.254 ACRES ALSO BEG 165 FT N FR THE SW COR OF LOT 2, BLK 17, PLAT A, TH N 77 FT, TH E 100 FT, TH S 77 FT, TH W 100 FT TO THE BEG. CONT. 0.17 ACRES TOTAL ACREAGE 0.854 ACRES

### **070310100**

ALL OF LOT 4, BLK 2, PLAT A, FARMINGTON TS SURVEY. CONT. 0.94 ACRES (NOTE: THIS LEGAL IS FOR I.D. PURPOSES ONLY)



**080880020**

BEG ON S LINE PPTY CONV IN F/871 AT A PT 13.51 CHAINS N & 38.16 CHAINS N 89°40' W OF SE COR SEC 13-T3N-R1W, SLM, TH S 89°40' E 2406 FT, M/L, TO W LINE OF A 50 FT STR, THIS BEING THE TRUE POB, TH N 89°40' W 130 FT, TH S 0°20' W 110 FT, TH S 89°40' E TO PT ON W LINE SD ROAD, TH NW'LY ALG W LINE SD ROAD ON 1697.3 FT RAD CURVE TO LEFT TO BEG. CONT. 0.329 ACRES

**072740002**

ALL OF LOT 2, GROVE AT FARMINGTON CREEK PUD, THE. CONT. 0.43000 ACRES.

**070230097**

BEG AT A PT ON THE S LINE OF A STR & ON THE N LINE OF LOT 4, WH IS S 89°58'10" W 91.00 FT FR THE NE COR OF LOT 4, BLK 20, PLAT A, FARMINGTON TS SURVEY; & RUN TH S 89°58'10" W 157.04 FT ALG THE S LINE OF SD STR TO THE NW COR OF LOT 4; TH S 0°18'50" W 80.49 FT ALG THE W LINE OF LOT 4 & THE E LINE OF A STR; TH S 89°50'53" E 100.00 FT PARALLEL WITH THE S LINE OF LOT 4; TH S 0°18'50" W 4.00 FT; TH S 89°50'53" E 57.06 FT PARALLEL WITH THE S LINE OF LOT 4; TH N 0°18'03" E 84.99 FT PARALLEL WITH THE E LINE OF LOT 4 TO THE POB. CONT. 0.296 ACRES

**070230012**

BEG AT NW COR LOT 2, BLK 23, PLAT A, FARMINGTON TS SURVEY; TH E 115 FT; TH S 71 FT; TH W 115 FT; TH N 71 FT TO BEG. CONT. 0.18 ACRES.

**070280035**

BEG 117 FT S FR NE COR OF LOT 5, BLK 3, PLAT A, FARMINGTON TS SURVEY, S 60 FT, W 160 FT, N 60 FT, E 160 FT TO BEG. CONT. 0.22 ACRES

**070260077**

BEG AT THE SW COR OF LOT 2, BLK 14, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 81.20 FT, TH E 119.14 FT; TH S 81.20 FT; TH W 119.14 FT, THE POB. CONT. 0.22 ACRES

**070340132**

BEG AT A PT 890 FT E & 491 FT S FR THE NW COR OF BLK 11, BC PLAT, FARMINGTON TS SURVEY; & RUN TH S 101.5 FT, TH E TO AN INTERSECTION WITH AN INTERSECTION WITH THE W LINE OF PPTY CONV TO GORDON & REED VAN FLEET, ETAL, RECORDED IN BK 210 OF DEEDS AT PG 266; TH N'LY ALG SD W LINE TO THE INTERSECTION WITH THE W LINE OF A CERTAIN STR; TH NW'LY ALG THE W LINE OF SD STR TO A PT DUE E FR THE POB; TH W TO THE POB. LESS & EXCEPT THE W'LY PORTION OF ABOVE PPTY & DESC AS FOLLOWS: BEG AT THE NW COR OF THE ABOVE DESC PPTY & TH FOLLOWING THE W PPTY LINE S 101.50 FT TO THE SW COR OF SD PPTY; TH E 113.60 FT ALG S LINE OF SD PPTY; TH N 101.50 FT TO THE N PPTY LINE OF SD PPTY, SD PT ALSO BEING ON THE S LINE OF PPTY OWNED BY THE CITY OF FARMINGTON, TAX ID# 07-034-0109 (DEED READS TAX ID# 07-034-0103), TH W 113.60 FT ALG THE N LINE OF SD PPTY TO THE POB. CONT. 0.29 ACRES

**070340014**

BEG AT PT ON E SIDE CERTAIN LANE OR STR 429 FT S & 1101.5 FT E FR NW COR BLK 11, PLAT BC, FARMINGTON TS SURVEY, E 147 FT, S 27.5 FT, E 64.5 FT, S 78 FT, W 73.5 FT, NW'LY 164 FT TO BEG. CONT. 0.278 ACRES

**070250026**

BEG SE COR OF LOT 1, BLK 15, PLAT A, FARMINGTON TS SURVEY; N 96 FT, W 90 1/4 FT, S 96 FT, E 90 1/4 FT TO BEG. CONT 0.235 ACRES

**070290013**

BEG AT NW COR OF LOT 4, BLK 10, PLAT A, FARMINGTON TS SURVEY, S 82.5 FT, E 121.5 FT, N 82.5 FT, W 121.5 FT TO BEG. CONT. 0.23 ACRES

**070290021**

BEG 106.5 FT N FR SE COR LOT 6, BLK 10, PLAT A, FARMINGTON TS SURVEY; TH N 58.5 FT; TH W 99 FT; TH S 75.5 FT; TH E 59.0 FT; TH N 17 FT; TH E 40 FT TO POB. CONT. 0.148 ACRES.

**070250012**

BEG AT NE COR OF LOT 5, BLK 15, PLAT A, FARMINGTON TS SURVEY, S 50 FT, W 150 FT, N 50 FT, E 150 FT TO BEG. CONT. 0.17 ACRES WITH R/W

**070250011**

BEG AT THE NE COR OF LOT 5, BLK 15, PLAT "A", FARMINGTON TS SURVEY & RUN TH N 99.0 FT TO THE SE COR OF LOT 1, BLK 16, IN SD PLAT "A"; TH W 247.5 FT; TH S 18.0 FT; TH E 61.0 FT; TH SE'LY 30.0 FT, M/L, TO A PT 174.0 FT W & 56.0 FT N OF THE POB; TH E 24.0 FT; TH S 56.0 FT; TH E 150.0 FT TO THE POB. CONT. 0.40 ACRES

**070280034**

BEG AT NE COR LOT 5, BLK 3, PLAT A, FARMINGTON TS SURVEY; TH S 117 FT; TH W 160 FT; TH N 117 FT; TH E 160 FT TO BEG. CONT. 0.424 ACRES

**070200046**

PART OF LOT 3, BLK 26, PLAT A, FARMINGTON TS SURVEY & PART OF THE SW 1/4 OF SEC 18-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE W LINE OF SD BLK 26 & THE E LINE OF MAIN STR SD PT BEING LOC N 00°17'15" E ALG THE MONU LINE OF 100 EAST STR 1195.80 FT & N 89°43'00" W ALG THE MONU LINE OF 500 NORTH STR 545.87 FT & N 00°17'15" E 231.50 FT FR THE MONU MARKING THE INTERSECTION OF 100 EAST & 300 NORTH OF BLK 20, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 00°17'15" E 140.53 FT TO THE S LINE OF HADDEN CORNER SUB; TH S 44°53'55" E ALG SD S LINE 59.40 FT; TH S 89°43'00" E ALG SD S LINE 82.61 FT; TH S'LY & W'LY THE FOLLOWING (9) CALLS ALG A FENCE: S 00°09'14" W 90.98 FT; TH S 89°39'43" W 7.69 FT; TH S 00°19'08" W 7.12 FT; TH S 89°33'43" W 16.95 FT; TH S 00°51'16" E 3.43 FT; TH N 89°34'39" W 48.81 FT; TH N 00°19'28" E 4.81 FT; TH N 88°40'00" W 41.48 FT; TH S 00°44'54" W 2.50 FT; TH N 89°55'15" W 10.09 FT TO THE POB. CONT. 0.30 ACRES

**070250033**

BEG AT PT 75 FT N FR SE COR LOT 6, BLK 15, PLAT A, FARMINGTON TS SURVEY; TH W 273.24 FT; TH N 90 FT; TH E 273.24 FT; TH S 90 FT TO BEG. CONT. 0.56 ACRES ALSO: BEG AT A PT 134.66 FT W FR SE COR OF LOT 6, BLK 15, PLAT A, FARMINGTON TS SURVEY; TH W 138.58 FT; TH N 75 FT; TH E 138.58 FT; TH S 75 FT TO POB. CONT. 0.24 ACRES TOTAL ACREAGE 0.80 ACRES

**070210009**

BEG ON THE S LINE OF A STR AT A PT S 82° W 47.6 RODS FR THE NE COR OF LOT 9, BLK 15. BC PLAT, FARMINGTON TS SURVEY; & RUN TH S 82° W 231.0 FT ALG THE S LINE OF SD STR; TH S 60° W 54.45 FT; TH S 206.12 FT, M/L, TO THE N'LY LINE OF THE PPTY CONV TO DEAN K SWANER ET UX BY WD DATED 06/16/1959 & RECORDED 06/17/1959 IN BK 165 PG 426; TH E 231.0 FT, M/L, TO THE CENTER OF A CREEK; TH N'LY UP TO THE CENTER OF SD CREEK TO THE POB. CONT 1.00 ACRES

**070250001**

BEG 82.5 FT N FR SE COR LOT 5, BLK 16, PLAT A, FARMINGTON TS SURVEY, N 82.5 FT, W 247.5 FT, S 165 FT, E 123.75 FT, N 82.5 FT, E 123.75 FT TO BEG. ALSO, BEG 4 RODS S FR SE COR LOT 1, BLK 21, PLAT A, FARMINGTON TS SURVEY, W TO A PT 4 RODS DUE S FR SW COR LOT 1, S 2 RODS, E ALG N LINE LOT 5 TO NE COR THEREOF, N 2 RODS TO BEG. ALSO, N 1/2 LOT 6, BLK 16, PLAT A, FARMINGTON TS SURVEY. CONT. 1.368 ACRES.

**070250006**

BEG AT PT E 33 FT FR SW COR OF LOT 6, BLK 16, PLAT A, FARMINGTON TS SURVEY, E 214.5 FT, N 82.5 FT, W 214.5 FT, S 82.5 FT TO BEG. CONT. 0.41 ACRES

**070250008**

BEG NE COR OF LOT 1, BLK 16, PLAT A, FARMINGTON TS SURVEY, S 89 FT, W 247.5 FT, N 89 FT, E 247.5 FT TO BEG. CONT. 0.51 ACRES.

**070250010**

BEG AT SE COR OF LOT 1, BLK 16, PLAT A, FARMINGTON TS SURVEY, N 4 RODS 10 FT, W 15 RODS, S 4 RODS 10 FT, E 15 RODS TO BEG. CONT. 0.43 ACRES.

**070250025**

BEG 90 1/4 FT W FR SE COR OF LOT 1, BLK 5, PLAT A, FARMINGTON TS SURVEY, W 78 FT, N 132 FT, E 78 FT, S 132 FT TO BEG. CONT. 0.23 ACRES

**070250016**

BEG 28.5 RODS W, 20 RODS N FR SE COR OF BLK 15, PLAT A, E 50 FT, S 10 FT, W 50 FT, N 10 FT TO BEG. CONT 0.01 ACRES ALSO, ALL OF LOT 3, BLK 15, PLAT A, FARMINGTON TS SURVEY. CONT 1.20 ACRES ALSO, BEG SW COR OF LOT 2, BLK 15, PLAT A, N 20 RODS, E 1 2/5 RODS, S 20 RODS, W 1 3/5 RODS TO BEG. CONT. 0.20 ACRES TOTAL ACREAGE CONT. 1.41 ACRES

**070250030**

COM AT THE SE COR OF LOT 3, BLK 16, PLAT A FARMINGTON TS SURVEY (ALSO KNOWN AS LOT 5, BLK 16, PLAT A, THEY BEING ONE & THE SAME IDENTICAL LOT IN TOWN OF FARMINGTON TS SURVEY); & RUN TH N 82.5 FT; TH W 123.75 FT; TH S 82.5 FT; TH E 123.75 FT TO THE POB. CONT. 0.235 ACRES

**070300031**

BEG AT THE SW COR OF LOT 3, BLK 11, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 79.5 FT; TH E 123.75 FT; TH S 79.5 FT; TH W 123.75 FT TO POB. LESS & EXCEPT THEREFR THE N'LY 27 FT. CONT. 0.149 ACRES

**070300030**

THE N'LY 27 FT OF THE FOLLOWING DESC PPTY: BEG AT THE SW COR OF LOT 3, BLK 11, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 79.5 FT; TH E 123.75 FT; TH S 79.5 FT; TH W 123.75 FT TO POB. CONT. 0.077 ACRES

**070300023**

BEG 125 FT N OF THE SW COR OF LOT 3, BLK 11, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 40 FT TO THE NW COR OF SD LOT 3; TH E 123.75 FT; TH S 40 FT; TH W 123.75 FT TO THE POB. CONT. 0.113 ACRES

**070300016**

BEG 43 FT 6 IN E FR THE SW COR OF LOT 2, BLK 11, PLAT A, FARMINGTON TS SURVEY; TH N 57 FT 7 IN; TH E 56 FT 5 IN; TH S 57 FT 7 IN; TH W 56 FT 5 IN TO THE POB. CONT. 0.07 ACRES.

**070250034**

BEG AT A PT 273.25 FT W & 314.0 FT N OF THE SE COR OF BLK 15, PLAT A, FARMINGTON TS SURVEY & RUN TH W 197.0 FT; TH S 314.0 FT TO THE N LINE OF A STR; TH E 55.0 FT ALG SD STR; TH N 215.5 FT; TH E 142.0 FT; TH N 98.5 FT TO THE POB. CONT. 0.72 ACRES

**080880018**

BEG AT A PT ON W R/W LINE OF STATE ROAD 106, N 0°51'14" W 1094.80 FT ALG SEC LINE & W 252.86 FT FR SE COR SEC 13-T3N-R1W, SLM; TH W 222.43 FT; TH S 134.69 FT; TH N 87°44'07" E 184 FT; TH N 41°03'19" E 50.45 FT; TH N 88°23'19" E 113.64 FT TO W'LY R/W LINE OF STATE ROAD 106; TH NW'LY ON A CURVE TO RIGHT; THE RAD OF WHICH IS N 32°48'32" E 691.6 FT, A DIST OF 138.53 FT TO POB. CONT. 0.70 ACRES.

**070140066**

A PART OF THE SW 1/4 OF SEC 18-T3N-R1E (DEED READS 18-T4N-R1E), SLB&M, DESC AS FOLLOWS: BEG AT A PT WH LIES S 89°45'41" E 1379.04 FT & S 00°14'19" W 1410.34 FT FR THE W 1/4 COR OF SD SEC 18; TH N 88°14'33" E 5.85 FT; TH S 00°10'56" E 116.72 FT; TH S 15°42'01" W 60.93 FT; TH S 89°48'39" W 58.11 FT; TH N 02°24'11" W 50.77 FT; TH ALG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 61.77 FT, WHOSE RAD IS 170.00 FT, WHOSE CHORD BEARS N 12°48'46" W, 61.43 FT; TH ALG A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 12.31 FT, WHOSE RAD IS 100.00 FT, WHOSE CHORD BEARS N 19°41'48" W, 12.30 FT; TH N 52°53'32" E 87.19 FT; TH N 88°14'33" E 18.76 FT TO THE POB. LESS & EXCEPT THAT PORTION LOCATED WITHIN 600 NORTH STR. ALSO, LESS & EXCEPT THAT PORTION LYING WITHIN ROCK MILL LANE DESC AS FOLLOWS: THE BASIS OF BEARING FOR THIS DESC IS S 0°14'10" W BETWEEN THE MONU LOCATED AT THE CENTERLINE OF MAIN STR & 500 NORTH & MAIN STR & 400 NORTH, THE POB FOR THIS DESC IS N 07°07'40" E 1362.88 FT FR THE SURVEY MONU AT MAIN STR & 500 NORTH IN FARMINGTON CITY, THE BEARINGS IN THE SUB WERE ROTATED 0°06'35" TO THE RIGHT TO MATCH THIS BASIS OF BEARING. BEG AT THE NW COR OF LOT 8, STONEY BROOK SUB, A SUB OF

PART OF SEC 18-T3N-R1E, SLB&M; & RUN TH N 85°21'08" W 44.43 FT ALG THE PROJECTION OF THE N LINE OF SD SUB TO A PT WH IS 42.00 FT W'LY FR THE W LINE OF SD SUB; TH S 23°41'08" W 136.37 FT ALG A LINE PARALLEL FR SD W LINE OF THE SUB TO A PT OF CURVATURE TO A 135.12 FT RAD CURVE TO THE LEFT; TH CONTINUING ALG SD PARALLEL LINE FOR AN ARC DIST OF 58.74 FT (CENTRAL ANGLE = 24°54'22" CHORD BEARING & DIST = S 11°13'57" W 58.27 FT); TH CONTINUING ALG SD PARALLEL LINE S 01°13'14" E 307.30 FT TO THE N LINE OF THE PPTY RECORDED IN BK 2582 PG 574 RECORDED 11/15/1999 & RUN TH N 84°05'06" E ALG SD N LINE 1 FOOT, M/L, TO THE W LINE OF THE PPTY CONV IN BK 454 PG 543 RECORDED 04/21/1971 & RUN TH S 177 FT, M/L, ALG SD LINE TO A PT DESC IN SD DEED AS BEING 132.00 FT N 0°21'15" E & 13.2 FT N 83°50' E OF THE NW COR OF BLK 26, PLAT A, FARMINGTON TS SURVEY; TH FOLLOWING THE CALLS IN SD DEED S 83°50' W 13.20 FT; TH S 0°21'15" W 33.00 FT ALG THE E LINE OF A STR TO THE N LINE OF A STR; TH S 89°39' E 59.00 FT, M/L, TO THE W LINE OF STONEY BROOK SUB; TH ALG SD W LINE N 01°13'14" W 519 FT, M/L, TO A PT OF CURVATURE TO A 93.12 FT RAD CURVE TO THE RIGHT ON SD W SUB LINE; TH N'LY ALG THE ARC OF SD CURVE FOR A DIST OF 40.48 FT (CENTRAL ANGLE = 24°54'22" CHORD BEARING & DIST = N 11°13'57" E 40.16 FT); TH N 23°41'08" E 150.86 FT TO THE POB. ALSO, PART OF THE SW 1/4 OF SEC 18-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 89°45'40" E 1352.45 FT & S 00°14'20" W 1527.83 FT FR THE W 1/4 COR OF SD SEC 18; TH N 83°39'10" E 13.20 FT; TH N 00°10'50" W 115.49 FT; TH N 88°14'26" E 14.35 FT; TH S 01°21'00" E 29.50 FT; TH S 00°10'56" E 104.41 FT; TH ALG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 258.07 FT, AN ARC LENGTH OF 17.04 FT, A DELTA ANGLE OF 03°47'03", A CHORD BEARING OF S 13°37'59" W, & A CHORD LENGTH OF 17.04 FT; TH N 89°49'50" W 24.21 FT; TH N 00°10'25" E 33.00 FT TO THE POB. (NAD83 BEARING OF S 89°25'05" E BETWEEN THE W 1/4 COR & THE CENTER OF SEC 18). ALSO, PART OF THE SW 1/4 OF SEC 18-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 89°45'40" E 1352.45 FT & S 00°14'20" W 1527.83 FT FR THE W 1/4 COR OF SD SEC 18; TH S 00°10'25" W 33.00 FT; TH S 89°49'50" E 24.21 FT; TH ALG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RAD OF 258.07 FT, AN ARC LENGTH OF 26.08 FT, A DELTA ANGLE OF 05°47'23", A CHORD BEARING OF S 18°25'12" W & A CHORD LENGTH OF 26.07 FT; TH S 89°48'10" W 57.16 FT; TH N 02°24'11" W 50.77 FT; TH ALG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RAD OF 184.93 FT, AN ARC LENGTH OF 2.43 FT, A DELTA ANGLE OF 00°45'12", A CHORD BEARING OF N 02°49'37" W, & A CHORD LENGTH OF 2.43 FT; TH N 83°39'10" E 43.80 FT TO THE POB. (NAD83 BEARING OF S 89°25'05" E BETWEEN THE W 1/4 COR & THE CENTER OF SEC 18). LESS & EXCEPT ANY OF THE FOLLOWING IN CONFLICT WITH THE ABOVE DESC PPTY: A PART OF THE SW 1/4 OF SEC 18-T3N-R1E (DEED READS 18-T4N-R1E), SLB&M, DESC AS FOLLOWS: BEG AT A PT WH LIES S 89°45'41" E 1379.04 FT & S 00°14'19" W 1410.34 FT FR THE W 1/4 COR OF SD SEC 18; TH N 88°14'33" E 5.85 FT; TH S 00°10'56" E 116.72 FT; TH S 15°42'01" W 60.93 FT; TH S 89°48'39" W 58.11 FT; TH N 02°24'11" W 50.77 FT; TH ALG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 61.77 FT, WHOSE RAD IS 170.00 FT, WHOSE CHORD BEARS N 12°48'46" W, 61.43 FT; TH ALG A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 12.31 FT, WHOSE RAD IS 100.00 FT, WHOSE CHORD BEARS N 19°41'48" W, 12.30 FT; TH N 52°53'32" E 87.19 FT; TH N 88°14'33" E 18.76 FT TO THE POB. LESS & EXCEPT THAT PORTION LOCATED WITHIN 600 NORTH STR. ALSO, LESS & EXCEPT THAT PORTION LYING WITHIN ROCK MILL LANE DESC AS FOLLOWS: THE BASIS OF BEARING FOR THIS DESC IS S 0°14'10" W BETWEEN THE MONU LOCATED AT THE CENTERLINE OF MAIN STR & 500 NORTH & MAIN STR & 400 NORTH, THE POB FOR THIS DESC IS N 07°07'40" E 1362.88 FT FR THE SURVEY MONU AT MAIN STR & 500 NORTH IN FARMINGTON CITY, THE BEARINGS IN THE SUB WERE ROTATED 0°06'35" TO THE RIGHT TO MATCH THIS BASIS OF BEARING. BEG AT THE NW COR OF LOT 8, STONEY BROOK SUB, A SUB OF PART OF SEC 18-T3N-R1E, SLB&M; & RUN TH N 85°21'08" W 44.43 FT ALG THE PROJECTION OF THE N LINE OF SD SUB TO A PT WH IS 42.00 FT W'LY FR THE W LINE OF SD SUB; TH S 23°41'08" W 136.37 FT ALG A LINE PARALLEL FR SD W LINE OF THE SUB TO A PT OF CURVATURE TO A 135.12 FT RAD CURVE TO THE LEFT; TH CONTINUING ALG SD PARALLEL LINE FOR AN ARC DIST OF 58.74 FT (CENTRAL ANGLE = 24°54'22" CHORD BEARING & DIST = S 11°13'57" W 58.27 FT); TH CONTINUING ALG SD PARALLEL LINE S 01°13'14" E 307.30 FT TO THE N LINE OF THE PPTY RECORDED IN BK 2582 PG 574 RECORDED 11/15/1999 & RUN TH N 84°05'06" E ALG SD N LINE 1 FOOT, M/L, TO THE W LINE OF THE PPTY CONV IN BK 454 PG 543 RECORDED 04/21/1971; & RUN TH S 177 FT, M/L, ALG SD LINE TO A PT DESC IN SD DEED AS BEING 132.00 FT N 0°21'15" E & 13.2 FT N 83°50' E OF THE NW COR OF BLK 26, PLAT A, FARMINGTON TS SURVEY; TH FOLLOWING THE CALLS IN SD DEED S 83°50' W 13.20 FT; TH S 0°21'15" W 33.00 FT ALG THE E LINE OF A STR TO THE N LINE OF A STR; TH S 89°39' E 59.00 FT, M/L, TO THE W LINE OF STONEY BROOK SUB; TH ALG SD W LINE N 01°13'14" W 519 FT, M/L, TO A PT OF CURVATURE TO A 93.12 FT RAD CURVE TO THE RIGHT ON SD W SUB LINE; TH N'LY ALG THE ARC OF SD CURVE FOR A DIST OF 40.48 FT (CENTRAL ANGLE = 24°54'22" CHORD BEARING & DIST = N 11°13'57" E 40.16 FT); TH N 23°41'08" E 150.86 FT TO THE POB. TOTAL ACREAGE 0.26 ACRES

**070220020**

A PART OF THE SW 1/4 OF SEC 19-T3N-R1E, SLM; BEG AT A PT WH IS S 0°14'10" W 69.00 FT FR THE NE COR OF LOT 1, BLK 22, PLAT A FARMINGTON TS SURVEY; SD PT ALSO BEING N 89°45'50" W 49.50 FT & N 0°14'10" E 145.50 FT ALG THE W'LY R/W LINE OF MAIN STR FR THE BRASS MONU IN THE INTERSECTION OF 400 NORTH & MAIN STR, BASIS OF BEARING BEING N 0°14'10" E ALG THE CENTER LINE OF MAIN STR AS MONUMENTED; TH S 0°14'10" W 120.50 FT ALG SD R/W LINE; TH N 89°45'50" W 70.00 FT; TH N 0°14'10" E 20.00 FT; TH N 52°21'31" W 53.502 FT; TH N 0°14'10" E 45.00 FT; TH N 89°45'50" W 15.00 FT; TH N 0°14'10" E 23.00 FT; TH S 89°45'50" E 127.50 FT TO THE POB. CONT. 0.28 ACRES

**070220010**

ALL OF LOT 1, BLK 21, PLAT A, FARMINGTON TS SURVEY. CONT 0.94 ACRES.

**070140050**

BEG AT A PT ON THE S'LY LINE OF PPTY CONV IN WARRANTY DEED RECORDED 04/11/2017 AS E# 3013209 BK 6741 PG 41 & MORE CORRECTLY DESC IN SURVEYOR'S AFFIDAVIT RECORDED 05/04/2017 AS E# 3017959 BK 6758 PG 26 AT A PT 1437.50 FT E & S 20°32' W 907.55 FT & S 34°42' W 268 FT & S 48°49' W 107.4 FT & S 40°36'00" W 172.65 FT FR NW COR OF SW 1/4 SEC 18-T3N-R1E, SLB&M; TH S 40°36' W 63.65 FT; TH S 21°50' W 80 FT; TH S 8° E 241.5 FT, M/L, TO N LINE OF A STR; TH N 83°30' E 174.9 FT ALG N'LY LINE SD STR TO A PT 2 CHAINS, M/L, N & 6.88 CHAINS S 83°50' W ALG N'LY LINE SD STR FR NW COR BLK 26, PLAT A, FARMINGTON TS SURVEY; TH N 9° W 297.97 FT, M/L, TO SD S LINE OF PPTY DESC IN SD SURVEYOR'S AFFIDAVIT; TH ALG SD LINE THE FOLLOWING TWO COURSES: S 89°48'39" W 65.15 FT & N 49°24'00" W 33.85 FT TO POB. CONT. 1.381 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

**070250035**

BEG N 0°18'45" E 99.00 FT ALG THE W LINE OF MAIN STR & N 89°41'14" W 30.00 FT FR THE SE COR OF LOT 5, BLK 15, PLAT A, FARMINGTON TS SURVEY AT A PT N 0°22'00" E 595.86 FT ALG THE MONU LINE IN MAIN STR TO THE INTERSECTION OF THE CENTERLINE OF MAIN STR & 100 NORTH STR & N 0°18'45" E 379.50 FT ALG THE MONU LINE IN MAIN STR & N 89°41'14" W 49.50 FT FR A FARMINGTON CITY SURVEY MONU LOC AT THE INTERSECTION OF STATE STR & MAIN STR; & RUN TH S 0°18'45" W 79.00 FT; TH N 89°41'14" W 233.24 FT & N 0°18'45" E 79.00 FT & E 233.24 FT, M/L, TO BEG. CONT. 0.465 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

**070230035**

BEG 216 FT N FR SW COR LOT 2, BLK 20, PLAT A, FARMINGTON TS SURVEY; TH E 247.5 FT; TH S 51 FT; TH W 60 FT; TH S 24 FT; TH W 187.5 FT; TH N 75 FT TO POB. CONT. 0.42 ACRES.

**070220015**

BEG AT THE NE COR OF LOT 5, BLK 21, PLAT A, FARMINGTON TS SURVEY; & RUN TH S 132.0 FT; TH W 75 FT; TH N 156.50 FT; TH E 75.0 FT; TH S 24.5 FT TO THE POB. CONT. 0.270 ACRES.

**080540095**

BEG AT A PT ON THE W LINE OF FARMINGTON CITY RD WH IS N 0°16'51" W ALG THE SEC LINE 1239.75 FT & W 115.49 FT FR THE SE COR OF SEC 13-T3N-R1W, SLB&M; & RUN TH S 44°30'00" E ALG SD W LINE 196.67 FT; TH S 69°45'18" W 83.21 FT TO THE E LINE OF STATE RD NO 109 & A PT ON A CURVE TO THE RIGHT HAVING A RAD OF 596.60 FT; TH ALG SD E LINE & SD CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°45'05" FOR AN ARC DIST OF 49.47 FT THE CHORD OF WH BEARS N 59°02'44" W A CHORD DIST OF 49.46 FT; TH N 21°21'26" W 129.67 FT; TH N 52°33'47" E 37.60 FT TO THE POB. CONT. 0.2903 ACRES

**070260012**

BEG AT THE SW COR OF LOT 2, BLK 17, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 141.0 FT ALG THE W LINE OF SD LOT 2; TH E 80.0 FT; TH S 141.0 FT TO THE SOUTH LINE OF SD LOT; TH W 80.0 FT ALG THE SOUTH LINE OF SD LOT & THE N LINE OF A STR TO THE POB. CONT. 0.26 ACRES

**070230002**

ALL OF THE S 1/2 OF LOT 4, BLK 23, PLAT A, FARMINGTON TS SURVEY. CONT 0.47 ACRES.

**070210049**

BEG ON THE W LINE OF A STR AT A PT 1.96 CHAINS N FR THE NE COR OF BLK 22, PLAT A, FARMINGTON TS SURVEY; & RUN TH S 87°28' W 111.08 FT TO THE E LINE OF LOT 24, GROVE AT FARMINGTON CREEK PUD AMD & EXT, THE; TH N 117.98 FT ALG SD SUB TO S LINE OF LOT 17A; TH N 87°28' E 111.74 FT TO THE W LINE OF SD STR; TH S 118.0 FT ALG SD STR TO THE POB. CONT. 0.305 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

**070220022**

COM FR AN EXISTING BRASS CAP MARKING THE CENTERLINE OF MAIN STR & 500 NORTH STR, S 00°14'10" W ALG THE CENTERLINE OF MAIN STR 214.50 FT & W 49.50 FT TO THE W R/W LINE OF MAIN STR, ALSO MARKING THE POB OF THIS PARCEL; TH CONTINUING W 110.00 FT; TH N 00°14'10" W 99.00 FT; TH E 110.00 FT; TH S 00°14'10" W 99.00 FT TO THE POB. CONT. 0.25 ACRES

**070290014**

BEG 46 FT W OF NE COR OF LOT 4, BLK 10, PLAT A, FARMINGTON TS SURVEY, W 80 FT, S 165 FT, E 80 FT, N 165 FT TO BEG. CONT. 0.30 ACRES

**070250024**

BEG 168.25 FT W FR SE COR LOT 1, BLK 15, PLAT A, FARMINGTON TS SURVEY; TH W 95.75 FT; TH N 165 FT; TH E 95.75 FT; TH S 165 FT TO BEG. CONT. 0.34 ACRES.

**070340053**

BEG 1313 FT E & 528.5 FT S FR NW COR BLK 11, PLAT BC, FARMINGTON TS SURVEY; TH N 78 FT; TH E 109.5 FT; TH S 194.17 FT, M/L, TO N LINE OF STR; TH S 89°40' W 22.26 FT, M/L, ALG SD STR; TH NW'LY 99.6 FT ALG ARC OF 120 FT RAD CURVE TO RIGHT ALG SD STR; TH N 42°46' W 105.95 FT, M/L, ALG SD STR TO PT DUE W OF POB; TH E 73.5 FT, M/L, TO POB. CONT. 0.53 ACRES

**070230074**

BEG 1313 FT E & 528.5 FT S FR NW COR BLK 11, PLAT BC, FARMINGTON TS SURVEY; TH N 78 FT; TH E 109.5 FT; TH S 194.17 FT, M/L, TO N LINE OF STR; TH S 89°40' W 22.26 FT, M/L, ALG SD STR; TH NW'LY 99.6 FT ALG ARC OF 120 FT RAD CURVE TO RIGHT ALG SD STR; TH N 42°46' W 105.95 FT, M/L, ALG SD STR TO PT DUE W OF POB; TH E 73.5 FT, M/L, TO POB. CONT. 0.53 ACRES

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

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

**BUSINESS:**

**Main Street Landmark Register Designation Ordinance**

Community Development Director Dave Petersen **Dave Petersen** presented this agenda item. The City Council reviewed this Main Street Landmark Register request at a public hearing on September 19, 2023, and tabled consideration to allow time for additional feedback from property owners, to better understand the material in the Staff Report, and for further study. At the September 19 meeting, the Staff Report included 16 documents consisting of 77 pages.

The Historic Preservation Commission (HPC) held a meeting this summer to determine if this meets qualifications. After Staff sent out certified mail to the 57 property owners involved, only a four people showed up to the meeting. Staff doesn't typically send out certified mail for meetings, but for landmark districts it is required. They even made sure it had time to get to Post Office boxes. Of the four who attended, one property owner was in support, and three were not.

Since that meeting, Staff has streamlined the Certificate of Appropriateness process, and now it should be easier to make major modifications of the exterior of historic homes. Staff then mailed out a third notice for a December meeting, and 11 property owners showed up. Of those, five said they were not in support, two were in support, and four said they needed more information. Staff is here to listen and offer compromises as well.

**Isaacson** said it would be helpful if Staff outlined the benefits to property owners if they are included in the district. If land owners agree to preserve the historic look of their homes from the street, under Farmington ordinances they are allowed the flexibility to develop behind and add on to the back of the lot. If they tore down the homes, they would not be allowed to do as many things. Being part of the landmark district gives landowners more opportunity to use their property. In essence, development is more likely to be approved if people agree to continue preserving historic homes and qualifying for the National Register.

**Petersen** said the benefit is owners would have more access to tax credits to remodel their homes. He said he grew up in downtown Bountiful, where there are now just plaques indicating where historic homes once stood. Many want to preserve the look and feel of Farmington, and the homes are still there to preserve. It is better to do something now while the homes are still present. Many are willing to have higher thresholds placed by the landmark commission, but are concerned with the Certificate of Appropriateness. Since many of these older lots are awkwardly shaped, and some are as much as 250 feet deep, they need flexibility to develop them out. There are potential windfalls to be had, as the **Hatch** and **Gatrell** families can attest.

**Mayor Anderson** thought there would be more collaboration among homeowners, the HPC, and Staff since September. **Petersen** said as Staff, that is not what they understood at all. **Child** said during his recent campaign, he has knocked on most of the doors on Main Street. Most people agree about what they would like to see on Main Street, and that they want the look and feel of Farmington preserved. However, they don't agree on how it should come to pass. There's too many questions about turning property rights over to a committee. They want to know what they

are giving up and what privileges they are gaining. He proposed doing a rough, general yield plan of what a property would look like before and after the historic district. For the many on the west side with really deep property, they are concerned about a little tiny home in the front impacting what happens on the rest of the property. Over the last week, he has had more calls on this issue than anything else. They don't want the City Council to grant anything yet.

**Shumway** said they have already had public hearings, open houses, and various meetings on this issue. There has also been a newsletter article published and three mailings sent out. As such, the City has already given a public process. She wants to know what else is needed: Staff to go out and knock doors? She is not sure spending more time on this is a good idea. In September, the City Council tabled this item because they felt it was too big of a deal. But the public is not engaged. Twenty years ago, the City Councilmembers had foresight to develop a business park. She feels it is now time for this City Council to have foresight about preserving Main Street. She encouraged her fellow Councilmembers to take a bird's eye view of what a treasure Main Street is, and understand their responsibility to preserve it. From what she is hearing, property owners are going to gain more benefits from being part of this Main Street Landmark Register. At what point does the Council say, "This is the best option, and we have given the opportunity for all to learn and understand."

**Child** said the rumor mill is winning, and the City is not winning the public affairs element of this. Residents are not aware of the changes that have been made since September. The City needs to go out and quiet some nerves, as residents think they are going to lose private property rights. No one disagrees with the objective, but the road to it is bumpy because no one understands how to navigate it. As a resident who lives on Main Street, people will call him instead of other Councilmembers or Staff. He would like to be armed with examples of what their properties would be like both in and out of the landmark designation. He would also like to know how residents rights will be protected throughout the process. He would like to get the message out that the City is protecting private property rights while also protecting the look and feel of Main Street. He wants time to show people on the west side theoretical yield concepts. He is happy to go door to door with the message. He is in favor of tabling this agenda item in order to do more homework.

**Shumway** said what that homework is should be clearly spelled out, as last time it was not clear. She doesn't want exclusions. **Mayor Anderson** said dates and objectives need to be made certain for clarity. **Isaacson** said whenever you live in a community, you give up certain rights. You don't have freedom to do whatever you want on your property. What he does on his property affects his neighbor, and there is no way around that. When he moved into an AE area, he moved in next to horses, and there are times he can't use his deck because there are too many flies. He has chickens and a rooster that crows, and he understands some of his neighbors may not like that either. Everyone agrees that it is priceless to live in a historic building in downtown Farmington where pioneer heritage and history can be seen. If he lived in that neighborhood, it seems he would be accepting the preservation that benefits the rest of the community. He understands that may be ceding rights to a committee. But it would be a tragedy if a historic home was bulldozed to make room for a new mansion, which residents in this area could do without the landmark register designation. The question is where the line is drawn and who will help draw the line. He understands the rumor mill, and he is sad that there is mistrust of the City and that residents think something nefarious is going on. All want to preserve this unique community heritage, so now the City can debate the best ways to do it.



**Child** said the residents have lots of opinions, but everyone seems to be talking the same language. **Isaacson** said the benefit of being in the landmark register designation should be emphasized more. He encouraged Staff to draft a one-page summary of those benefits and how it would work in simple terms. The City already has another landmark register designation, the Clark Lane District, and this is not the first time the City has done something like this. He said the residents in that district seem to be happy with it and are not complaining. Residents in other areas live with it happily.

**Petersen** said three neighborhood meetings should be held, where two or three examples can be provided pulling from the Clark Lane district for experience. He would like to re-read Chapter 39, which might need some clarity. Zone text changes may be in order. It may be wise to meet individually with people.

**Child** said the unknown is scaring most people. **Mayor Anderson** said it should be done the week of January 22, 2024, a week before the February City Council meeting. The Staff, HPC, and City Councilmembers **Child** and **Shumway** should collaborate to prepare a presentation for the neighborhood meetings. That way, residents will come to the February meeting semi-informed.

***Motion:***

**Child** moved that the City Council table the ordinance (enclosed in the Staff Report) designating the historic resources located in the Main Street National Historic District as historic resources on the City’s Historic Landmark Register.

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

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

**Isaacson** said the most frustrating thing to him is when residents say they haven’t heard about an agenda item that affects them. However, it usually isn’t Staff’s fault.

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Station Point Development Agreement Modification related to Moderate Income Housing
- Item 2: Ratification of **David Barney** as the 2024 Chairperson of the Farmington City Historic Preservation Commission
- Item 3: Ordinance Establishing dates, times, and place for holding regular City Council meetings
- Item 4: Minutes for approval for November 14, 2023

# CITY COUNCIL AGENDA



## PUBLIC HEARING

AGENDA TITLE: Code Text Change Proposal – Section 11-39-050 F of the Zoning Ordinance

PRESENTED BY: David Petersen

DEPARTMENT: Community Development

MEETING DATE: May 7, 2024

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** David Petersen – Community Development Director  
**Date:** 05/07/2024  
**Subject:** Code Text Change Proposal—Section 11-39-050 F of Chapter 39 the Zoning Ordinance (ZT-4-24)

### RECOMMENDATION

Move the City Council approve the enclosed enabling ordinance amending Section 11-39-050 F. subparagraph 2.a. and subparagraph 3. of Chapter 39 (*Historic Buildings and Sites*) regarding historic resources on the Farmington City Historic Landmark Register.

[Note: it does not enact a new subparagraph 5 presented below]

#### Findings:

1. The amendment provides greater flexibility to the owner of an historic resource to obtain a certificate of appropriateness for repairs, alterations, or additions.
2. The proposed subparagraph 3 enables access to greater information to an owner of an historic resource wanting to do repairs alterations, or additions consistent with appropriate standards.
3. The amendment reduces redundancy as “repairs” is already referenced in subparagraph 4.

### BACKGROUND

The Planning Commission held a public hearing related to changes to Chapter 39 of the Zoning Ordinance at its March 21, 2024 meeting---but tabled action to allow time for staff to prepare findings for their consideration at a future meeting. On April 18, 2024, the Commission reviewed changes to 11-39-050 F. subparagraphs 2., 2.a., 3. and 4 and approved the recommendation set forth in the attached enabling ordinance. In so doing, they also reviewed, but did not recommend either of the two alternative options below.

Option I:

2. Except as set forth in sub-paragraph 34 and 5 below, proposed repairs, alterations, additions, relocation or demolitions to historic resources listed on the register requiring a building permit are subject to review by the historic preservation commission and shall receive a "certificate of historic appropriateness" prior to issuance of a building permit. The purpose of this review is to ensure the preservation of historic resources to the greatest extent reasonably possible.
34. Ordinary maintenance and repair of any exterior architectural or environmental feature in or on a historic resource as determined by the Zoning Administrator to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material or outer appearance thereof, does not require a certificate of historic appropriateness
5. A certificate of appropriateness for an historic resource located in the Main Street Historic Landmarks Register district is not required for repairs, alterations, or additions.

Finding:

The text amendment limits certificates of appropriateness to demolitions and relocations which is a level of preservation better than the implementation of no standards for the Main Street Historic District.

Option II

No changes to Subparagraph 2 (i.e. not deleting the word "repairs" in the subparagraph), and no enactment of Subparagraph 5.

Finding:

[Regarding the enactment of Subparagraph 5.] Several properties in the community already exist on the Farmington City's Historic Landmark Register. Applying standards to one landmark different than another is not a reasonable precedent that the City should follow.

The City Council may, at its discretion, replace any of the language in the enabling ordinance with Options I or II, or choose a different direction regarding Section 11-39-050 F. of Chapter 39 of the Zoning Ordinance altogether.

**Supplemental Information**

1. Enabling Ordinance

Respectfully submitted



David Petersen  
Community Development Director

Review and concur



Brigham Mellor  
City Manager

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

**AN ORDINANCE AMENDING SECTIONS 11-39-050 SUBPARAGRAPHS 2.a., 3. AND 4 OF CHAPTER 39 (HISTORIC BUILDINGS AND SITES) OF THE ZONING ORDINANCE RELATED TO HISTORIC RESOURCES ON THE FARMINGTON CITY HISTORIC LANDMARK REGISTER. (ZT-4-24)**

**WHEREAS**, the Planning Commission has held a public hearing in which the text changes proposed for Chapter 11-39 were thoroughly reviewed and has recommended that this ordinance be approved by the City Council; and

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

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

**Section 1. Amendment.** Sections 11-39-050 F. subparagraphs 2., 2.a., 3. and 4. of the Farmington City Zoning Ordinance are amended or enacted in their entirety as follows:

F. Results of Designation

2. Except as set forth in sub-paragraph ~~3~~4 below, proposed ~~repairs~~, alterations, additions, relocation or demolitions to historic resources listed on the register requiring a building permit are subject to review by the historic preservation commission and shall receive a "certificate of historic appropriateness" prior to issuance of a building permit. The purpose of this review is to ensure the preservation of historic resources to the greatest extent reasonably possible.
  - a. The ~~community development director~~ city manager, at his or her sole discretion, and ~~with the advice of the community development director and the chair of the historic preservation commission~~, **at the option of the property owner**, may appoint an historic preservation architect or a reconnaissance level survey professional to consider applications for certificates of appropriateness related to repairs, alterations, or additions. Once appointed, the architect or professional shall have all the powers and duties of the historic preservation commission, but limited solely to the consideration and issuance of a certificate of historic appropriateness. The historic preservation commission shall retain authority related to relocation or demolition of an historic resource.
3. **The Zoning Administrator will encourage owners seeking approval for proposed repairs, alterations, or additions for an historic resource on the historic landmark register to consult with an historic preservation architect, a reconnaissance level survey professional, tax consultant, or others, about the feasibility and benefits of meeting the United States secretary of the interior's standards for rehabilitation as set forth in section 11-39-060 of this chapter.**

34. Ordinary maintenance and repair of any exterior architectural or environmental feature in or on a historic resource as determined by the Zoning Administrator to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material or outer appearance thereof, does not require a certificate of historic appropriateness

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

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

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 7<sup>th</sup> day of May, 2024.

**FARMINGTON CITY**

**ATTEST:**

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

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

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Consideration of a Moderate-Income Housing - Fee in Lieu Proposal for the Mashburn Lot Split at 247 South 650 West

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: May 7, 2024



## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 5/7/2024  
**Subject:** Consideration of a Moderate-Income Housing – Fee in Lieu Proposal for the Mashburn Lot Split at 247 South 650 West (S-8-24)

### Recommended Motion:

Move that the City Council accept the proposed amount of \$25,449.50 as a means of meeting the fee-in-lieu option for moderate income housing allowing the use of the ½ acre alternate lot size for the Mashburn Subdivision and direct city staff to create an agreement affirming the payment of this amount prior to recording a plat which divides the subject property. This agreement will be approved by the city attorney and signed by the applicant and mayor when complete without the need to return to the city council.

### Findings:

1. The existing zoning at 247 South 650 West is AE. Chapter 11-10 allows for the consideration of an Alternate Lot size for projects which provide Moderate Income Housing. A fee in lieu of setting units aside within the project is an identified option in the ordinance.
2. The proposed fee in lieu follows the rationale of the example Moderate Income Housing Fee In Lieu Analysis from Section 11-28-260 of the City's code.

### BACKGROUND

Mr. Mashburn owns 1 acre of property at the corner of 650 West and 250 South where he lives in the existing home. He is looking to subdivide the property to create 1 additional lot on the north portion of the property. The existing home and new lot would each be ½ acre in size.

The current zoning of the property is AE (Agricultural Estates). This zoning has a standard lot size of 1 acre, but allows for the approval of smaller lots if the subdivider provides a public benefit such as Moderate Income Housing.

For such a small project, it is impractical to include a Moderate Income Unit as part of the development, rather the applicant is proposing to contribute funds to the city that would be earmarked for the support and creation of Moderate Income Housing.

While some details are included showing the property and the proposed split for context, the City Council is only being asked to review whether or not the fee in lieu proposal is acceptable.

The city’s moderate income housing requirement states that 10% of lots in a subdivision be for moderate income housing.

The proposed amount is based on the logic found in [FMC 11-28-260](#) as follows:

A. Davis County Median Home Sale Price	\$599,295
B. Davis County Median Household Income	\$101,825
C. 80% AMI	\$81,460
D. Moderate Income Home Price	\$344,800
Difference between A and D	\$254,495
10% adjustment for 1 new lot	<b>\$25,449.50</b>

Respectfully submitted,



Lyle Gibson  
Assistant Community Development Director

Review and concur,

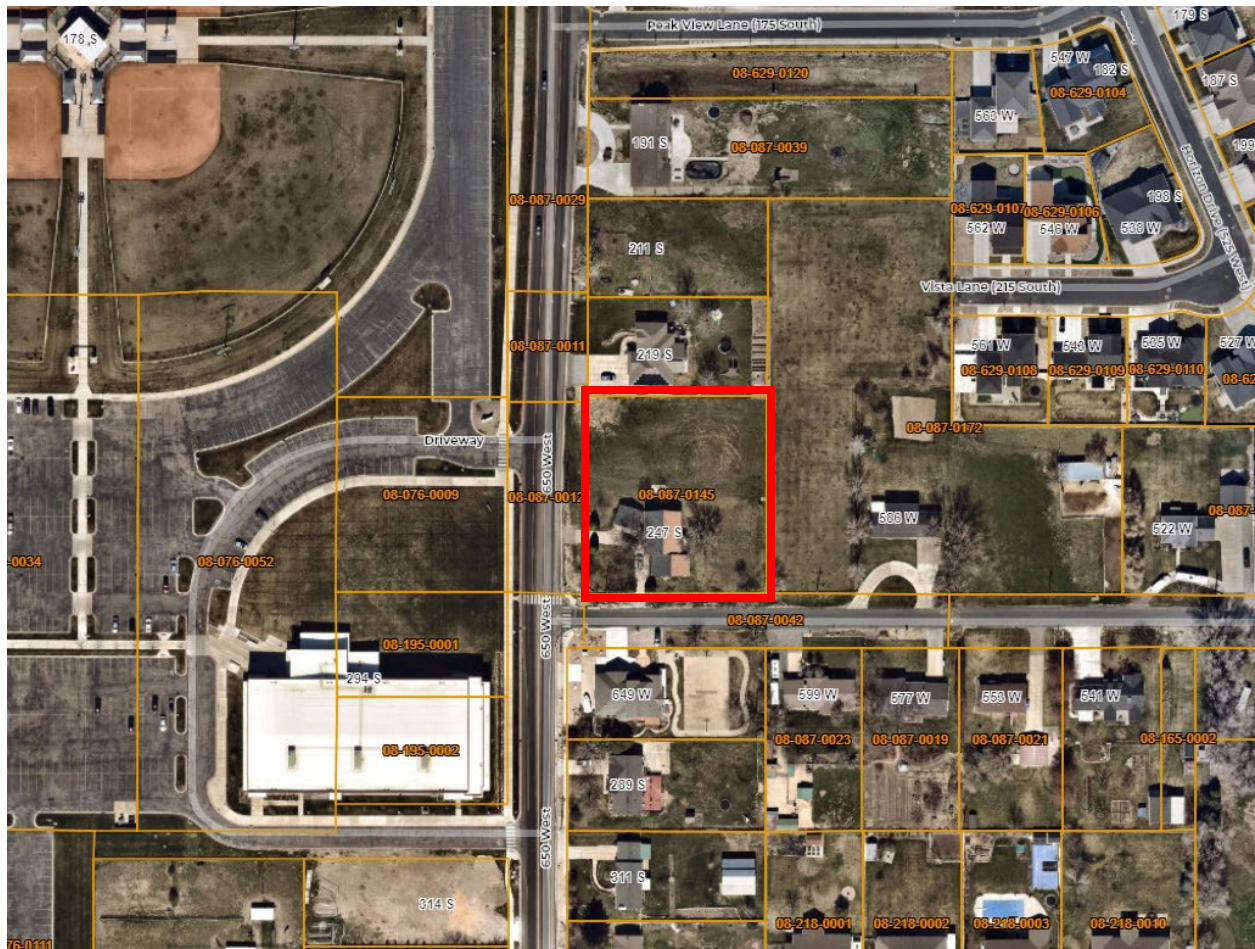


Brigham Mellor  
City Manager

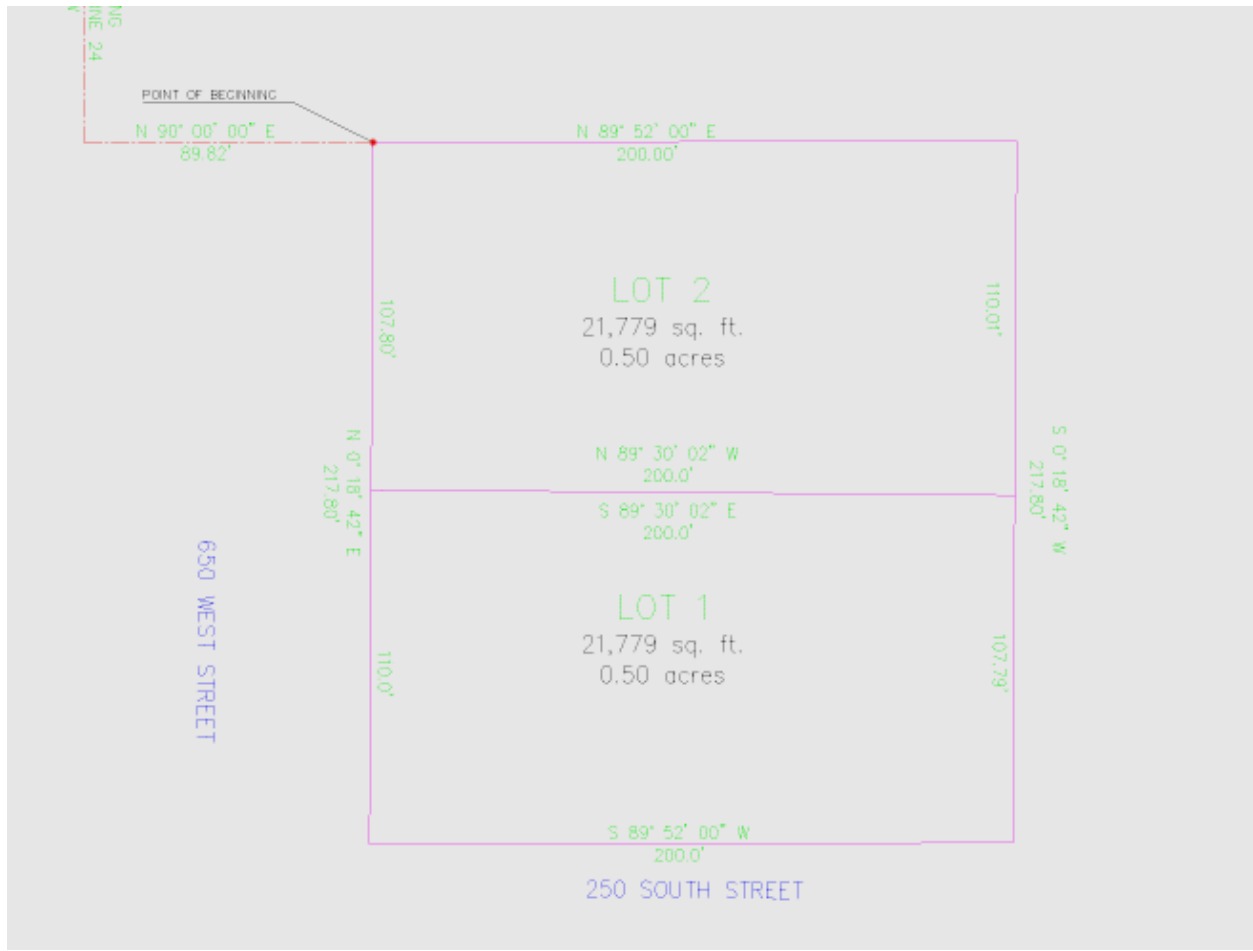
**Supplemental Information**

1. Vicinity Map
2. Proposed Lot Split
3. Davis County Market Summary Report

**Vicinity Map – 247 South 650 West:**



**Proposed Lot Split:**



Market Summary Report

The following report breaks down residential properties into price ranges (in increments of 50,000). If no properties fit a range, that range is not shown.

Search Criteria: State is Utah, County is Davis, Property Type is Single Family or Townhouse, Sold Date at least 04/29/2022, Sold Date at most 04/29/2024, Construction Status is Und. Const.

Sold

<b>Count:</b> 450	<b>Low:</b> 365,000	<b>High:</b> 2,783,087	<b>Median Price:</b> 599,295	<b>Average Price:</b> 625,968	<b>Median DOM:</b> 26
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Sold Price Range	# Listings	Median DOM
350,000 - 399,999	19	40
400,000 - 449,999	43	22
450,000 - 499,999	54	38
500,000 - 549,999	61	28
550,000 - 599,999	50	48
600,000 - 649,999	61	15
650,000 - 699,999	54	37
700,000 - 749,999	35	8
750,000 - 799,999	26	20
800,000 - 849,999	14	39
850,000 - 899,999	2	16
900,000 - 949,999	7	11
950,000 - 999,999	6	23
1,000,000 - 1,049,999	4	0
1,050,000 - 1,099,999	2	1
1,100,000 - 1,149,999	2	6
1,150,000 - 1,199,999	2	0
1,200,000 - 1,249,999	1	43
1,250,000 - 1,299,999	2	26
1,350,000 - 1,399,999	1	260
1,500,000 - 1,549,999	1	0
1,750,000 - 1,799,999	1	0
2,150,000 - 2,199,999	1	69
2,750,000 - 2,799,999	1	0

**Prepared By:**  
 Braden Baker  
 Tiffany & Company Real Estate Inc  
 435-632-0953

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# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Adoption of FY 2024-25 Recommended as Tentative  
Municipal Budget

PRESENTED BY: Greg Davis

DEPARTMENT: Finance

MEETING DATE: May 7, 2024

**CITY COUNCIL STAFF REPORT FOR MAY 7, 2024**

To: Mayor and City Council  
From: Greg Davis  
Date: May 2, 2024  
Subject: **New fiscal year FY2024-25 Municipal Budget and RDA Budget**

**RECOMMENDATIONS**

1. Review the recommended FY25 municipal and RDA budgets
2. Hold a public hearing on June 18, 2024 for the FY25 municipal and RDA budgets
3. Consider and approve resolutions to adopt the *tentative* FY25 municipal and RDA budgets

**BACKGROUND**

Please refer to the attached schedules:

- Calendar for budgeting FY25
- Highlights of major items
- Fund listing with FY25 recommended budgets
- Key Changes by Fund, showing changes from the current year FY24's original adopted budget to the new year FY25's budget, as recommended
- Key Changes by General Fund Departments
- Staffing document

Respectfully submitted,



Greg Davis  
Finance Director

Review and concur,



Brigham Mellor  
City Manager

## BUDGETING FOR FY25

January 2024	February 2024	March 2024	April 2024	May 2024	June 2024
<p>Budget Season Planning w/ Budget Committee</p> <p>Work on: Revenue projections Market comparisons Impact fee analysis Debt Fleet replacement funding Road projects Waterworth models</p> <p style="text-align: center;"><b>Jan 22 (Mon) - 26 (Fri)</b> Individual dept kickoff mtgs with Finance</p>	<p style="text-align: center;"><b>Feb 13 (Tue)</b> Current year projections due from departments</p> <p style="text-align: center;"><b>Feb 26 (Mon)</b> Budget requests due from depts including staffing and fees/rates</p> <p style="text-align: center;">HR market study completed</p>	<p style="background-color: black; color: white; text-align: center;"><b>March 1, 2 (Fri, Sat) Council Retreat</b></p> <p>Council to discuss: 1. Budget priorities, initiatives 2. FY24 Operating projections 3. FY25 Revenue projections 4. Funding new fire station 5. Project prioritization</p> <p style="text-align: center;"><b>Mar 11 (Mon)</b> Budget committee meetings w/ department directors and teams</p>	<p style="text-align: center;"><b>Apr 22 (Mon)</b> Budget committee meetings w/ Mayor and department directors</p>	<p style="text-align: center;"><b>May 2 (Thu)</b> Recommended budget transmitted</p> <p style="background-color: black; color: white; text-align: center;"><b>May 7 Council Meeting</b></p> <p style="text-align: center;"><b>Work session (5pm start):</b> - Dept presentations <b>Regular Session:</b> - Presentation of recommended budget and adoption as the 'tentative' budget</p> <p style="background-color: black; color: white; text-align: center;"><b>May 21 Council Meeting</b></p> <p style="text-align: center;"><b>Work session (5pm start):</b> - Dept presentations</p>	<p style="background-color: black; color: white; text-align: center;"><b>June 4 Council Meeting</b></p> <p style="text-align: center;"><b>Work session (start time TBD):</b> - Council deliberations</p> <p style="background-color: black; color: white; text-align: center;"><b>June 18 Council Meeting</b></p> <p style="text-align: center;"><b>Work session (start time TBD):</b> - Council deliberations</p> <p style="text-align: center;"><b>Regular Session:</b> For Municipality and RDA: Public hearings and adoption of 1. Budget 2. Consolidated Fee Schedule (CFS) 3. Certified Tax Rate 4. Salary increases for appointed staff</p> <p style="background-color: red; color: white; text-align: center;"><b>August 20, 2024 (Tuesday) Truth in Taxation</b></p>



## **HIGHLIGHT OF MAJOR ITEMS**

### **FY25 Recommended Budget**

#### **Sales Tax:**

Projected sales tax revenue for FY25 (\$7,775,000) anticipates 2% growth for the fiscal year, using distribution information through the end of May, 2024 (based on sales through February 2024). This is lower than had been anticipated previously. Administration is being conservative in this FY25 projection due to substantial swings in sales tax receipts during recent months. Farmington has relied heavily on sales tax funding, with sales tax being its largest single revenue source for operations, representing roughly half of ongoing sources.

#### **Balancing the General Fund - Ongoing Revenues versus Ongoing Expenses**

The slowing of sales tax growth has put pressure on the General Fund's capability to cover ongoing expenses with ongoing revenues. The slowdown of sales tax comes at the same time as substantial inflation on payroll, supplies, and contract services used by the General Fund. This recommended budget includes a property tax increase and a draw from the fund balance of the General Fund in order to cover ongoing expenses. The total recommended draw, for ongoing and one-time needs, is approximately \$700,000.

In response to the smaller-than-usual sales tax growth, the city has trimmed various non-critical budget items and delayed equipment purchases and improvement projects. For example, the General Fund's recommended budget doesn't include the typical funding (transfers to) its capital project funds. Administration recommends that the Council authorize an election issue of renewing/continuing collection of RAP taxes, which would appear on the ballot in November 2024.

#### **Staffing and Pay**

- Conversion of one regular part-time to a full-time position in City Administration
- A 5% combination of cost-of-living increase and merit to all full-time employees and elected officials
- Additional budget to address compression, market adjustments, and employee reclassifications
- Budget adjustments and allocations between funds have been updated to reflect current staffing and time spent in providing services to the city's various programs

**Property Tax Increase:**

The FY25 Recommended Budget includes a property tax increase of 15% for General Operations. (This doesn't include the property tax to cover the existing General Obligation (GO) bonds.) This recommended property tax increase for operations will only take affect if adopted by the city council following a truth-in-taxation hearing (TNT), tentatively scheduled for Tuesday, August 20, 2024. The recommended property tax increase would affect the Farmington City portion of a citizen's property tax bill, resulting in an additional \$72 (equal to \$6 monthly) property tax burden on the average market value residential home (if using the \$648,000 average market value of 2023 since the 2024 hasn't yet been determined by Davis County.) The recommended property tax increase is necessary to help cover inflationary impacts on payroll, supplies, and services. This recommended budget includes a 5% wage increase (combination of cost-of-living and merit) to all full-time city employees and a market adjustment to certain positions lagging behind peers in other government entities. However, administration is aware of and concerned by a large disparity that will still exist for wages of Farmington's police officers.

**Utility Rate Increases:**

The FY25 budget includes an increase on most utilities. The proposed rate increases are necessary to ensure that ongoing revenues are sufficient to cover operating expenses. The rate increases will also aid the City in addressing proper maintenance and replacement of critical existing infrastructure.

**FY24 vs FY25 Proposed Utility Fees (typical residential bill)**

	<u>FY24</u>	<u>FY25</u>	<u>\$ Change</u>	<u>% Change</u>	
Water	23.70	24.40	0.70	3.0%	Inflationary impacts and infrastructure maintenance
Sewer	28.00	38.70	10.70	38.2%	Includes \$10 increase assessed by Central Davis Sewer District
Garbage	17.80	19.00	1.20	6.7%	Inflationary impacts from contracted hauler and WIWMD (dump)
Recycling	3.60	3.60	-	0.0%	
Storm Water	8.20	8.60	0.40	4.9%	Inflationary impacts and infrastructure maintenance
Transportation	3.40	3.60	0.20	5.9%	Inflationary impacts and infrastructure maintenance
Total	<u>84.70</u>	<u>97.90</u>	<u>13.20</u>	<u>15.6%</u>	

Note - 76% of the overall fee increases in this example bill is due to Central Davis Sewer District's assessment, which is not in control of Farmington City.

## FY25 RECOMMENDED BUDGET BY FUND AND TRANSACTION TYPE

Revenues and sources are shown as negatives (credits)

	REVENUE	TRANSFERS IN	SALE OF CAPITAL ASSETS	FINANCING SOURCES	EXPENSES	TRANSFERS OUT	NON-CASH EXPENSES	FUND BAL INCREASE (USE)
<b>GENERAL FUND</b>								
#10 GENERAL FUND	(16,378,285)	(34,040)	-	-	14,979,148	2,145,855	-	(712,678)
<b>SPECIAL REVENUE (RDA) FUNDS</b>								
#20 FARMINGTON RDA FUND	(174,600)	-	-	-	187,003	-	-	(12,403)
#22 FARMINGTON STATION PARK RDA	(392,100)	-	-	-	630,000	1,473,000	-	(1,710,900)
<b>DEBT SERVICE FUNDS</b>								
#30 RAP TAX BOND	(701,700)	-	-	-	384,380	452,000	-	(134,680)
#31 POLICE SALES TAX BOND 2009	-	-	-	-	-	4,040	-	(4,040)
#34 2007, 2009 BLDGS G.O. BOND	-	-	-	-	-	-	-	-
#35 2015 G.O. PARK BOND	(412,300)	-	-	-	410,000	-	-	2,300
<b>CAPITAL IMPROVEMENT FUNDS</b>								
#11 CLASS C ROAD FUND	(1,837,100)	-	-	-	3,136,500	-	-	(1,299,400)
#37 GOVT BUILDINGS IMPROV/OTHER	(634,066)	-	-	(2,700,000)	2,700,000	-	-	634,066
#38 CAPITAL STREET IMPROVEMENTS	(1,605,200)	(152,000)	-	-	429,345	270,000	-	1,057,855
#39 CAPITAL EQUIPMENT FUND	(16,500)	(450,000)	(7,000)	-	401,000	-	-	72,500
#40 REAL ESTATE PROP. ASSET FUND	(1,400)	-	-	-	-	-	-	1,400
#42 PARK IMPROVEMENT FUND	(2,636,100)	(2,195,000)	-	(1,180,000)	12,948,394	-	-	(6,937,294)
#43 CAPITAL FIRE FUND	(817,760)	-	-	(13,300,000)	13,328,488	-	-	789,272
<b>PERMANENT FUND</b>								
#48 CEMETERY PERPETUAL FUND	(14,200)	-	-	-	-	-	-	14,200
<b>ENTERPRISE FUNDS</b>								
#51 WATER FUND	(4,882,610)	-	-	-	10,418,613	-	-	(5,536,003)
#52 SEWER FUND	(3,573,700)	-	-	-	3,557,769	-	-	15,931
#53 GARBAGE FUND	(2,217,895)	-	-	-	2,550,002	-	-	(332,107)
#54 STORM WATER FUND	(1,968,000)	-	-	-	3,567,642	30,000	-	(1,629,642)
#55 AMBULANCE SERVICE	(855,600)	-	-	-	808,486	-	-	47,114
#56 TRANSPORTATION UTILITY FUND	(775,700)	-	-	-	868,000	-	-	(92,300)
#60,67 RECREATION FUNDS	(1,037,589)	(1,543,855)	-	-	2,702,864	-	-	(121,420)
<b>Grand Total</b>	<b>(40,932,405)</b>	<b>(4,374,895)</b>	<b>(7,000)</b>	<b>(17,180,000)</b>	<b>74,007,633</b>	<b>4,374,895</b>	<b>-</b>	<b>(15,888,228)</b>

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

	FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
<b>GENERAL FUND (Fund #10)</b>				
<b>Revenue</b>				
<b>Ongoing revenues:</b>				
Sales tax	8,400,000	7,775,000		
Property taxes, including growth	4,000,000	3,900,000		
Additional from property tax increase	included	567,000		
Energy Sales and Use Tax	1,480,000	1,700,000		
Building permits	721,000	550,000		
Service contract with Fruit Heights for Fire/EMS response	300,000	315,000		
Property lease revenue	76,960	125,680		
Excavation permits	19,000	104,000		
Interest income	50,000	115,500		
Transfer In from the Storm Water Fund for storm basin maintenance	30,000	30,000		
Billings for PD security services (also reduction in expense)	187,530	0		
Various ongoing revenues	1,064,150	1,226,105		
<b>Total ongoing revenue</b>	<b>16,328,640</b>	<b>16,408,285</b>	79,645	0.5%
<b>One-time revenues:</b>				
Transfer In from RAP tax fund #30	300,000	0		
Transfer In from Real Estate Fund	1,900,000	0		
Transfer In from Debt Service Fund	0	4,040		
<b>Total one-time revenue</b>	<b>2,200,000</b>	<b>4,040</b>	<b>(2,195,960)</b>	<b>-99.8%</b>
<b>Total Revenue</b>	<b>18,528,640</b>	<b>16,412,325</b>	<b>(2,116,315)</b>	<b>-11.4%</b>
<b>Expenditures</b>				
<b>Payroll (wage and benefits for each item listed)</b>	<b>11,038,829</b>	<b>11,038,829</b>		
Base-to-base payroll changes		<b>(160,833)</b>		
Payroll increases (reclasses, merit, COLA, market adj)		<b>686,520</b>		
PD security services (also reduction in revenue)		<b>(184,568)</b>		
Reduction in overtime wages		<b>(37,500)</b>		
Other changes		<b>(94,161)</b>		
<b>Total Payroll</b>	<b>11,038,829</b>	<b>11,248,287</b>	209,458	1.9%

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
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GENERAL FUND (Fund #10) continued

<b>Supplies and services</b>	3,617,585	<b>3,617,585</b>		
Remove one-time from prior year		<b>(277,600)</b>		
Wellness program		<b>112,000</b>		
IT support contract		<b>82,000</b>		
First Responders Mental Health program (grant funded)		<b>119,000</b>		
General Fund cost allocations		<b>(252,650)</b>		
Other changes		<b>119,226</b>		
<b>Total Supplies and Services</b>	<b>3,617,585</b>	<b>3,519,561</b>	<b>(98,024)</b>	<b>-2.7%</b>
<b>Capital Outlay</b>				
Ongoing base budget	71,900	<b>104,600</b>		
Various one-time items	234,750	<b>106,700</b>		
<b>Total Capital Outlay</b>	<b>306,650</b>	<b>211,300</b>	<b>(95,350)</b>	<b>-31.1%</b>
<b>Transfers Out</b>				
Transfer to Recreation Fund (#60) for ongoing base	1,427,587	<b>1,465,027</b>		
Transfer to Recreation Fund (#60) for ongoing requests	37,440	<b>78,828</b>		
Transfer to Recreation Fund (#60) for one-time items	73,488	<b>0</b>		
Transfer to Recreation Fund (#60) - one-time reduction (cash mgt)	<b>(400,000)</b>	<b>0</b>		
Transfer to Buildings Fund (#37) for one-time items	465,500	<b>0</b>		
Transfer to Capital Streets Fund (#38) for one-time items	406,000	<b>0</b>		
Transfer to Capital Streets Fund (#38) for recurring costs	0	<b>152,000</b>		
Transfer to Capital Equipment Fund (#39) for one-time items	1,070,152	<b>0</b>		
Transfer to Capital Equipment Fund (#39) - ONGOING	350,000	<b>450,000</b>		
Transfer to Park Improvement Fund (#42) for one-time items	1,190,300	<b>0</b>		
<b>Total Transfer Out</b>	<b>4,620,467</b>	<b>2,145,855</b>	<b>(2,474,612)</b>	<b>-53.6%</b>
<b>Total Expenditures</b>	<b>19,583,531</b>	<b>17,125,003</b>	<b>(2,458,528)</b>	<b>-12.6%</b>
<b>Net change to fund balance</b>	<b>(1,054,891)</b>	<b>(712,678)</b>		

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
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**SPECIAL REVENUE - RDAs**

**#20 HIGHWAY 89 RDA FUND**

Property taxes received - City portion	60,000	<b>64,000</b>		
Additional from property tax increase on City's portion	18,000	<b>0</b>		
Property taxes received - other entities	105,000	<b>107,000</b>		
Interest income	6,000	<b>3,600</b>		
<b>Total Revenue</b>	<u>189,000</u>	<u>174,600</u>	<b>(14,400)</b>	-7.6%
Debt service (last payment in FY25)	177,405	<b>179,603</b>		
Other expenditures	7,400	<b>7,400</b>		
<b>Total Expenditures</b>	<u>184,805</u>	<u>187,003</u>	2,198	1.2%
Net change to fund balance	<u>4,195</u>	<u><b>(12,403)</b></u>		

**#22 STATION PARK RDA FUND**

Property taxes	350,000	<b>370,000</b>		
Additional from property tax increase	105,000	<b>0</b>		
Interest income	7,000	<b>22,100</b>		
<b>Total Revenue</b>	<u>462,000</u>	<u>392,100</u>	<b>(69,900)</b>	-15.1%
Administrative costs	15,000	<b>15,000</b>		
Contribution to West Davis Sports Park	0	<b>615,000</b>		
Transfer to Park Capital Improvement Fund for park construction	0	<b>1,473,000</b>		
<b>Total Expenditures</b>	<u>15,000</u>	<u>2,103,000</u>	2,088,000	13920.0%
Net change to fund balance	<u>447,000</u>	<u><b>(1,710,900)</b></u>		

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
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DEBT SERVICE FUNDS

#30 RAP TAX BOND for 650 W. park and gym

RAP tax collections	650,000	700,000		
Interest income	2,000	1,700		
<b>Total Revenue</b>	<u>652,000</u>	<u>701,700</u>	49,700	2485.0%
Transfer Out to the General Fund	300,000	0		
Bond payment and fees (through FY25), for 650 W. park and gym	387,603	384,380		
Transfer to Park Capital Improvement Fund for park construction	0	452,000		
<b>Total Expenditures</b>	<u>687,603</u>	<u>836,380</u>	148,777	21.6%
Net change to fund balance	<u>(35,603)</u>	<u>(134,680)</u>		

#31 POLICE SALES TAX BOND 2009 for Police Station

Interest income	1,000	0		
Transfer In from the General Fund	0	0		
<b>Total Revenue</b>	<u>1,000</u>	<u>0</u>	(1,000)	-100.0%
Bond payment and fees, through FY24	72,684	0		
Transfer remaining cash balance to General Fund	0	4,040		
<b>Total Expenditures</b>	<u>72,684</u>	<u>4,040</u>	(68,644)	-94.4%
Net change to fund balance	<u>(71,684)</u>	<u>(4,040)</u>		

#35 2015 G.O. PARK BOND (\$6M original bonding for Gym)

Property taxes	409,000	410,000		
Interest income	1,000	2,300		
<b>Total Revenue</b>	<u>410,000</u>	<u>412,300</u>	2,300	0.6%
<b>Expenditures - Bond payment and fees (through FY35)</b>	<u>410,000</u>	<u>410,000</u>	0	0.0%
Net change to fund balance	<u>0</u>	<u>2,300</u>		

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
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**CAPITAL IMPROVEMENT FUNDS**

**#11 Class C ROADS / LOCAL HWY**

Class C funding from UDOT	900,000	1,000,000		
Local Transportation Sales Tax	640,000	800,000		
Interest income	2,000	37,100		
<b>Total Revenue</b>	<u>1,542,000</u>	<u>1,837,100</u>	295,100	19.1%
Capital Outlay	1,452,000	1,552,000		
Road materials storage shed (Had been budgeted in Fund 37 in FY24)	0	965,500		
Road improvements	0	514,000		
Supplies and Services	90,000	105,000		
<b>Total Expenditures</b>	<u>1,542,000</u>	<u>3,136,500</u>	1,594,500	103.4%
Net change to fund balance	<u>0</u>	<u>(1,299,400)</u>		

**#37 GOVT BUILDINGS IMPROV/OTHER**

**Unrestricted Funds**

Interest income	1,500	3,800		
Transfer In from the General Fund	465,500	0		
<b>Total Revenue</b>	<u>467,000</u>	<u>3,800</u>	(463,200)	-99.2%
Capital - various one-time items	15,500	0		
Capital project - materials storage building at PW (now budgeted in Class C)	950,000	0		
<b>Total Expenditures</b>	<u>965,500</u>	<u>0</u>	(965,500)	-100.0%
Net Change in Unrestricted Fund Balance	<u>(498,500)</u>	<u>3,800</u>		

**Restricted Funds**

Police impact fees	358,400	602,766		
Interest earnings	0	27,500		
Bond Proceeds	0	2,700,000		
<b>Total Revenue</b>	<u>358,400</u>	<u>3,330,266</u>	2,971,866	829.2%
<b>Expenses - New Fire Station Construction</b>	<u>0</u>	<u>2,700,000</u>	2,700,000	
Net change to restricted fund balance	<u>358,400</u>	<u>630,266</u>		

**Combined Restricted and Unrestricted**

Total Revenue	825,400	3,334,066	2,508,666	303.9%
Total Expenses	965,500	2,700,000	1,734,500	179.6%
Net change to fund balance	<u>(140,100)</u>	<u>634,066</u>		



KEY CHANGES BY FUND - FY25 COMPARED TO FY24

	FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
<b>#38 CAPITAL STREET IMPROVEMENTS</b>				
<b>Unrestricted Funds</b>				
Transfer In from the General Fund	406,000	152,000		
Interest income	150,000	94,200		
Miscellaneous revenue	14,000	14,000		
<b>Total Revenue</b>	<b>570,000</b>	<b>260,200</b>	<b>(309,800)</b>	<b>-54.4%</b>
Capital projects	406,000	250,000		
Transfer to Park Capital Improvement Fund for park construction	0	270,000		
Miscellaneous expenditures	166,000	166,000		
Debt service on street lights replacements in 2014 (through FY25)	66,253	13,345		
<b>Total Expenditures</b>	<b>638,253</b>	<b>699,345</b>	<b>61,092</b>	<b>9.6%</b>
Net change to unrestricted fund balance	<b>(68,253)</b>	<b>(439,145)</b>		
<b>Restricted Funds</b>				
Impact fee revenue	2,607,000	1,527,000		
Interest income	25,000	(30,000)		
<b>Total Revenue</b>	<b>2,632,000</b>	<b>1,497,000</b>	<b>(1,135,000)</b>	<b>-43.1%</b>
Developer reimbursements	200,000	0		
Capital Projects	0	0		
<b>Total Expenditures</b>	<b>200,000</b>	<b>0</b>	<b>(200,000)</b>	<b>-100.0%</b>
Net change to restricted fund balance	<b>2,432,000</b>	<b>1,497,000</b>		
<b>Combined Restricted and Unrestricted</b>				
Total Revenue	3,202,000	1,757,200	(1,444,800)	-45.1%
Total Expenses	838,253	699,345	(138,908)	-16.6%
Net change to fund balance	<b>2,363,747</b>	<b>1,057,855</b>		

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

**#39 CAPITAL EQUIPMENT FUND**

Transfer in from General Fund  
 Sale of fixed assets  
 Interest income  
**Total Revenue**

	FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
Transfer in from General Fund	1,420,152	450,000		
Sale of fixed assets	15,000	7,000		
Interest income	2,000	16,500		
<b>Total Revenue</b>	<b>1,437,152</b>	<b>473,500</b>	<b>(963,652)</b>	<b>-67.1%</b>

Administration vehicle replacements and outfitting  
 Fire apparatus purchase and outfitting (carryover)  
 Parks and Rec equipment and vehicle purchases  
 Police vehicle purchases and outfitting  
 Public Works equipment and vehicle purchases  
**Total Expenditures**

Administration vehicle replacements and outfitting	96,000	0		
Fire apparatus purchase and outfitting (carryover)	515,000	0		
Parks and Rec equipment and vehicle purchases	555,740	159,000		
Police vehicle purchases and outfitting	303,412	225,000		
Public Works equipment and vehicle purchases	86,000	17,000		
<b>Total Expenditures</b>	<b>1,556,152</b>	<b>401,000</b>	<b>(1,155,152)</b>	<b>-74.2%</b>

Net change to fund balance

Net change to fund balance	<b>(119,000)</b>	<b>72,500</b>		
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**#40 REAL ESTATE PROP. ASSET FUND**

Sale of Real Estate  
 Interest income  
**Total Revenue**

Sale of Real Estate	5,700,000	0		
Interest income	5,000	1,400		
<b>Total Revenue</b>	<b>5,705,000</b>	<b>1,400</b>	<b>(5,703,600)</b>	<b>-100.0%</b>

Transfer out to the Parks Capital Projects Fund  
 Transfer out to the General Fund  
**Total Expenditures**

Transfer out to the Parks Capital Projects Fund	3,800,000	0		
Transfer out to the General Fund	1,900,000	0		
<b>Total Expenditures</b>	<b>5,700,000</b>	<b>0</b>	<b>(5,700,000)</b>	<b>-100.0%</b>

Net change to fund balance

Net change to fund balance	<b>5,000</b>	<b>1,400</b>		
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KEY CHANGES BY FUND - FY25 COMPARED TO FY24

	FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
<b>#42 PARK IMPROVEMENT FUND</b>				
<b>Unrestricted Funds</b>				
Transfers in	4,990,300	2,195,000		
Revenue miscellaneous	11,000	(17,400)		
<b>Total Revenue</b>	<b>5,001,300</b>	<b>2,177,600</b>	<b>(2,823,700)</b>	<b>-56.5%</b>
Park improvement projects	1,490,300	229,000		
Irrigation telemetry	20,000	29,500		
Construction of new park in west Farmington	0	5,695,000		
<b>Total Expenditures</b>	<b>1,510,300</b>	<b>5,953,500</b>	<b>4,443,200</b>	<b>294.2%</b>
Net change in unrestricted funds	3,491,000	(3,775,900)		
<b>Restricted Funds</b>				
Impact fee revenue	4,130,000	2,545,300		
Interest earnings on impact fees	3,000	108,200		
Debt Proceeds	0	1,180,000		
<b>Total Revenue</b>	<b>4,133,000</b>	<b>3,833,500</b>	<b>(299,500)</b>	<b>-7.2%</b>
Construction of new park in west Farmington - bond proceeds	0	1,180,000		
Construction of new park in west Farmington - impact fees	0	5,643,000		
Debt service exp for 650 W. park (ends in FY26)	171,894	171,894		
<b>Total Expenditures</b>	<b>171,894</b>	<b>6,994,894</b>	<b>6,823,000</b>	<b>3969.3%</b>
Net change in restricted funds	3,961,106	(3,161,394)		
<b>Combined Restricted and Unrestricted</b>				
Total Revenue	9,134,300	6,011,100	(3,123,200)	-34.2%
Total Expenses	1,682,194	12,948,394	11,266,200	669.7%
Net change to fund balance	7,452,106	(6,937,294)		

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

	FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
<b>#43 CAPITAL FIRE FUND</b>				
Fire facility and fire equipment impact fees	250,600	791,960		
Interest on impact fees	5,000	25,800		
Bond proceeds	0	13,300,000		
<b>Total Revenue</b>	<u>255,600</u>	<u>14,117,760</u>	13,862,160	5423.4%
Design of new fire station	600,000	0		
Construction of new fire station	0	13,300,000		
Debt service on ladder truck (through FY25)	57,074	28,488		
<b>Total Expenditures</b>	<u>657,074</u>	<u>13,328,488</u>	12,671,414	1928.5%
Net change to fund balance	<u>(401,474)</u>	<u>789,272</u>		
<b>#48 CEMETERY PERPETUAL CARE FUND</b>				
Sale of burial rites	7,500	7,500		
Marker fees	0	4,000		
Interest income	1,000	2,700		
<b>Total Revenue</b>	<u>8,500</u>	<u>14,200</u>	5,700	67.1%
<b>Total Expenditures</b>	<u>0</u>	<u>0</u>	0	#DIV/0!
Net change to fund balance	<u>8,500</u>	<u>14,200</u>		

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
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**BUSINESS-TYPE FUNDS**

**#51 WATER FUND**

**Unrestricted Funds**

Customer billings	2,772,400	<b>3,018,000</b>		
Increase in customer billings from rate increases	included	<b>90,510</b>		
Water connection fees	54,800	<b>45,000</b>		
Interest income	20,000	<b>95,500</b>		
Miscellaneous revenue	5,000	<b>5,000</b>		
Sale of Fixed Assets	90,000	<b>0</b>		
<b>Total Revenue</b>	<u>2,942,200</u>	<u><b>3,254,010</b></u>	311,810	10.6%
Operating expenses				
Payroll base	1,224,952	<b>1,174,130</b>		
Payroll increases (reclasses, merit, COLA, market adj)	included	<b>93,133</b>		
Temporary, part-time water position	0	<b>35,000</b>		
Supplies and services	1,030,550	<b>1,109,700</b>		
Total operating expenses	<u>2,255,502</u>	<u><b>2,411,963</b></u>	156,461	6.9%
Miscellaneous capital projects	312,500	<b>274,000</b>		
Misc equipment purchases	210,000	<b>0</b>		
Truck for on-call staff		<b>55,000</b>		
Woodland well SCADA		<b>90,000</b>		
Trailer for excavator		<b>18,000</b>		
Pneumatic plate compactor for wheeled mini		<b>15,000</b>		
Capital outlay - asphalt grinder (split with GF Streets)		<b>17,000</b>		
Total capital outlay and projects	<u>522,500</u>	<u><b>469,000</b></u>	(53,500)	-10.2%
<b>Total Expenses</b>	<u>2,778,002</u>	<u><b>2,880,963</b></u>	102,961	3.7%
Net budget of unrestricted funds	<u>164,198</u>	<u><b>373,047</b></u>		

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
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#51 WATER FUND continued

**Restricted Funds**

Impact fees	3,325,000	1,507,000		
Interest earnings on Impact fees	2,000	121,600		
<b>Total Revenues</b>	<b>3,327,000</b>	<b>1,628,600</b>	<b>(1,698,400)</b>	<b>-51.0%</b>

Major projects - ARPA funded (delayed and rolled over from FY23 to FY24)	2,998,886	0		
Major impact-fee construction projects - w/ bonding (rolled over from FY23)	6,901,114	7,000,000		
Debt service on \$7M water revenue bond	537,650	537,650		
Major impact-fee construction projects - w/ cash	160,000	0		
<b>Total Expenses</b>	<b>10,597,650</b>	<b>7,537,650</b>	<b>(3,060,000)</b>	<b>-28.9%</b>

Net budget of restricted funds	<b>(7,270,650)</b>	<b>(5,909,050)</b>		
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**Combined Restricted and Unrestricted**

Total Revenue	6,269,200	4,882,610	(1,386,590)	-22.1%
Total Expenses	13,375,652	10,418,613	(2,957,039)	-22.1%
Net budget	<b>(7,106,452)</b>	<b>(5,536,003)</b>		

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

	FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
<b>#52 SEWER FUND</b>				
Sewer customer billings	2,553,000	2,580,000		
Increase in customer billings from rate increases	included	993,000		
Interest Income	10,000	700		
<b>Total Revenue</b>	<u>2,563,000</u>	<u>3,573,700</u>	1,010,700	39.4%
Billing collections submitted to Central Davis Sewer District (CDSO)	2,289,000	3,352,000		
Operating Expenses	129,386	100,378		
Base-to-base payroll adjustments	(18,942)	1,143		
Payroll increases (reclasses, merit, COLA, market adj)	2,183	4,248		
Sewer concrete collars	30,000	100,000		
<b>Total Expenses</b>	<u>2,431,627</u>	<u>3,557,769</u>	1,126,142	46.3%
Net budget	<u>131,373</u>	<u>15,931</u>		
<b>#53 GARBAGE FUND</b>				
Customer billings for Garbage and Recycling Pickup Charges	2,012,300	2,085,000		
Increase in customer billings from rate increases	included	119,395		
Miscellaneous revenue	10,000	13,500		
<b>Total Revenue</b>	<u>2,022,300</u>	<u>2,217,895</u>	195,595	9.7%
Operating Expenses				
Payroll base	146,212	151,230		
Payroll increases (reclasses, merit, COLA, market adj)	included	39,066		
Supplies and services	140,700	127,800		
Fees paid to waste collection hauler and WIWMD (dump)	1,642,761	1,762,156		
Capital outlay - can purchases	75,000	79,750		
Capital Outlay - Vac pit, green waste site (split w/ Garbage Fund)	0	75,000		
Capital Outlay - Swap loader (replacement)	0	315,000		
<b>Total Expenses</b>	<u>2,004,673</u>	<u>2,550,002</u>	545,329	27.2%
Net budget	<u>17,627</u>	<u>(332,107)</u>		

KEY CHANGES BY FUND - FY25 COMPARED TO FY24

	FY24 ADOPTED	FY25 RECOMMENDED	\$ Budget Change	% Change
<b>#54 STORM WATER FUND</b>				
<b>Unrestricted Funds</b>				
Customer billings	967,000	1,010,000		
Increase in customer billings from rate increases	included	50,500		
Miscellaneous revenue	65,000	55,000		
Interest income	15,000	25,500		
<b>Total Revenue</b>	<u>1,047,000</u>	<u>1,141,000</u>	94,000	9.0%
Operating Expenses				
Payroll - base	658,599	666,806		
Payroll increases (reclasses, merit, COLA, market adj)	included	43,748		
Supplies and services	264,938	260,388		
Transfer Out to General Fund for storm basin maintenance	30,000	30,000		
Capital Outlay - misc equipment	0	15,000		
Capital Outlay (bobtail truck, robotic camera, etc.)	215,000	0		
Capital Outlay - Vac pit, green waste site (split w/ Garbage Fund)	0	75,000		
Miscellaneous capital projects	95,000	95,000		
<b>Total Expenses</b>	<u>1,263,537</u>	<u>1,185,942</u>	(77,595)	-6.1%
<b>Net budget for unrestricted funds</b>	<u>(216,537)</u>	<u>(44,942)</u>		
<b>Restricted Funds</b>				
Impact fees	1,291,000	836,100	(454,900)	-35.2%
Interest income (expense) on impact fees balance	50,000	(9,100)	(59,100)	-118.2%
<b>Total Revenue</b>	<u>1,341,000</u>	<u>827,000</u>		
Shepard Creek detention basin	1,500,000	0		
Ivy Acres land purchase and construction		1,957,000		
Lagoon Drive and Main Street area improvements		100,000		
Impact fee revenue refunds to developers under agreement		242,700		
Davis County WSP Facility - 1100 West Storm Drain improvement		97,000		
Other impact fee projects	15,000	15,000		
<b>Total Expenses</b>	<u>1,515,000</u>	<u>2,411,700</u>	896,700	59.2%
<b>Net budget of restricted funds</b>	<u>(174,000)</u>	<u>(1,584,700)</u>		
<b>Combined Restricted and Unrestricted</b>				
Total Revenue	2,388,000	1,968,000	(420,000)	-17.6%
Total Expenses	2,778,537	3,597,642	819,105	29.5%
<b>Net budget</b>	<u>(390,537)</u>	<u>(1,629,642)</u>		



**KEY CHANGES BY FUND - FY25 COMPARED TO FY24**

	<b>FY24 ADOPTED</b>	<b>FY25 RECOMMENDED</b>	<b>\$ Budget Change</b>	<b>% Change</b>
<b>#55 AMBULANCE FUND</b>				
Ambulance service charges	1,040,000	<b>1,670,000</b>		
Uncollectible accounts (was reflected as expense in FY24)	0	<b>(850,000)</b>		
Interest income	10,000	<b>35,600</b>		
Miscellaneous revenue	2,000	<b>0</b>		
<b>Total Revenue</b>	<b>1,052,000</b>	<b>855,600</b>	<b>(196,400)</b>	<b>-18.7%</b>
Operating Expenses				
Payroll - base	360,848	<b>500,956</b>		
Payroll increases (reclasses, merit, COLA, market adj)	included	<b>26,030</b>		
Supplies and services	240,000	<b>271,500</b>		
Capital Outlay misc.	40,000	<b>10,000</b>		
New gurney for new ambulance	73,212	<b>0</b>		
New station alerting system for firehouse (split with GF Fire)	40,000	<b>0</b>		
Provision for doubtful accounts (offset to revenue in FY25)	500,000	<b>0</b>		
<b>Total Expenses</b>	<b>1,254,060</b>	<b>808,486</b>	<b>(445,574)</b>	<b>-35.5%</b>
Net budget	<b>(202,060)</b>	<b>47,114</b>		
<b>#56 TRANSPORTATION UTILITY FUND</b>				
Transportation utility fee	750,000	<b>720,000</b>		
Increase in customer billings from rate increases	included	<b>45,000</b>		
Miscellaneous revenue	5,000	<b>10,700</b>		
<b>Total Revenue</b>	<b>755,000</b>	<b>775,700</b>	<b>20,700</b>	<b>2.7%</b>
<b>Expense - sidewalk and road projects</b>	<b>668,000</b>	<b>868,000</b>	<b>200,000</b>	<b>29.9%</b>
Net budget	<b>87,000</b>	<b>(92,300)</b>		

**KEY CHANGES BY FUND - FY25 COMPARED TO FY24**

	<b>FY24 ADOPTED</b>	<b>FY25 RECOMMENDED</b>	<b>\$ Budget Change</b>	<b>% Change</b>
<b>#60, 67 RECREATION FUNDS</b>				
Charges for services	1,032,885	<b>1,004,289</b>		
Donations, contributions, fundraisers	24,250	<b>0</b>		
Interest income	6,000	<b>21,300</b>		
Advertisements and sponsorships	2,000	<b>12,000</b>		
Transfer from General Fund (#10) for ongoing base	1,427,587	<b>1,465,027</b>		
Transfer from General Fund (#10) for ongoing requests	37,440	<b>78,828</b>		
Transfer from General Fund (#10) for one-time items	73,488	<b>0</b>		
Transfer from General Fund (#10) - one-time reduction (cash mgmt)	<b>(400,000)</b>	<b>0</b>		
<b>Total Revenue</b>	<b>2,203,650</b>	<b>2,581,444</b>	377,794	17.1%
Operating Expenses				
Payroll - base	1,626,482	<b>1,625,450</b>		
Payroll increases (reclasses, merit, COLA, market adj)	included	<b>75,199</b>		
Supplies and Services	910,915	<b>958,115</b>		
Equipment - new camera system for Gym - annual payment	0	<b>13,900</b>		
Equipment - new camera system for Gym - installation costs, first yr pmt	0	<b>20,200</b>		
Capital outlay - various	10,000	<b>10,000</b>		
Capital outlay - permanent seasonal lights for city gym and pool	55,633	<b>0</b>		
<b>Total Expenses</b>	<b>2,603,030</b>	<b>2,702,864</b>	99,834	3.8%
Net budget	<b>(399,380)</b>	<b>(121,420)</b>		

**KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS**

Department Title	FY24 Adopted	Changes FY24 to FY25	FY25 Recommended	Dept % Change	Full-time FTE as allocated
<b>ADMINISTRATIVE DEPARTMENT</b>	<b>1,451,961</b>				<b>5.44</b>
<b>Ongoing</b>					
Moving City Manager and City Recorder to the City Manager and Econ. Dev. Dept.		(285,458)			(1.65)
Payroll base-to-base adjustment, including reallocations between funds		57,126			
Payroll increases (pay rates, reclasses, market adjustments)		42,573			
Mid-year conversion of part-time employee to full-time		8,045			0.30
10-440-382 - Caselle support costs - inflationary increase		500			
10-440-382 - Email software conversion		(12,000)			
Various items moved to other departments		(34,950)			
Changes in General Fund overhead allocation methodology		(87,450)			
<b>One-time</b>					
Remove prior year one-time budget		(47,600)			
10-440-350 - RAP tax reauthorization fees, November 2024 ballot		7,000			
<b>ADMINISTRATIVE DEPARTMENT Total</b>		<b>(352,213)</b>	<b>1,099,748</b>	<b>-24.3%</b>	<b>4.09</b>

**KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS**

Department Title	FY24 Adopted	Changes FY24 to FY25	FY25 Recommended	Dept % Change	Full-time FTE as allocated
<b>BUILDINGS DEPARTMENT</b>		<b>728,972</b>			<b>1.80</b>
<b>Ongoing</b>					
Payroll base-to-base adjustment, including reallocations between funds		6,341			
Payroll increases (pay rates, reclasses, market adjustments)		15,643			
10-610-300 - Painting of City Hall and Drywall Repair (originally budgeted in FY24)		20,809			
10-610-300 - Preventive Maintenance for Rubber Roofs (2 Visits) City Hall		2,400			
10-610-310 - Preventive Maintenance for Garage Doors for City Shops Department		2,730			
10-610-310 - Preventive Maintenance for Rubber Roofs (2 Visits) Public Works		4,000			
10-610-330 - Preventive Maintenance for Garage Doors for Fire Department		1,492			
10-610-331 - Preventive Maintenance for Garage Doors Police Department		223			
10-610-331 - Preventive Maintenance for Rubber Roofs (2 Visits) Police Department		2,400			
10-610-510 - New Camera System - Public Works		11,000			
10-610-530 - New Camera System - Police Station (incl interview rooms)		8,800			
Changes in General Fund overhead allocation methodology		3,000			
<b>One-time</b>					
Remove prior year one-time budget		(208,359)			
10-610-300 - Wattsmart - City Hall lighting - update to LED		19,941			
10-610-331 - Upgrade Card access for the Police Department		8,765			
10-610-335 - New Card access for Community Center		18,149			
10-610-335 - Resurface Community Center floor and stage		10,943			
10-610-336 - Yellow brick house window replacements		7,900			
10-610-510 - New Camera System - Public Works		29,300			
10-610-530 - New Camera System - Police Station (incl interview rooms)		20,000			
10-610-540 - Banquet tables at Community Center (replacements)		5,500			
10-610-540 - Sound System Upgrade At Community Center		12,000			
<b>BUILDINGS DEPARTMENT Total</b>		<b>2,976</b>	<b>731,948</b>	<b>0.4%</b>	<b>1.80</b>

**KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS**

Department Title	FY24 Adopted	Changes FY24 to FY25	FY25 Recommended	Dept % Change	Full-time FTE as allocated
<b>CITY ATTORNEY DEPARTMENT</b>	<b>577,012</b>				<b>1.84</b>
<b>Ongoing</b>					
Payroll base-to-base adjustment, including reallocations between funds		567			
Payroll increases (pay rates, reclasses, market adjustments)		16,841			
10-490-210 - Policy consulting service - Contractual increase		500			
10-490-235 - Business Meals & Entertainment		(500)			
10-490-236 - Holiday Party & BBQ from Atty Dept to Recreation Fund		(7,300)			
10-490-236 - Service Awards		1,050			
10-490-236 - Veteran's Day Gift Cards		500			
10-490-236 - Wellness Program Reimbursements (doubled from last year) + new employees		60,500			
10-490-240 - Social Media Feed Priority		(4,000)			
10-490-370 - Newsletter Increase (rate increase)		3,600			
10-490-370 - Prosecution Services - rate increase		12,000			
10-490-370 - TechNet Renewal Increase		400			
10-490-382 - Archive Social Annual Renewal		3,292			
10-490-382 - Website Hosting Renewal - WP Engine		650			
Changes in General Fund overhead allocation methodology		(1,320)			
Budget moved from Administration		30,500			
<b>One-time</b>					
Remove prior year one-time budget		(950)			
<b>CITY ATTORNEY DEPARTMENT Total</b>		<u>116,330</u>	<b>693,342</b>	20.2%	<u>1.84</u>
<b>CITY MANAGER AND ECONOMIC DEVELOPMENT DEPARTMENT</b>	<b>171,740</b>				<b>0.00</b>
<b>Ongoing</b>					
Moving City Manager and City Recorder to the City Manager and Econ. Dev. Dept.		285,458			1.65
Payroll base-to-base adjustment, including allocations between funds		14,882			
Payroll increases (pay rates, reclasses, market adjustments)		15,631			
Budget moved from Administration		4,450			
Changes in General Fund overhead allocation methodology		(6,900)			
<b>CITY MANAGER AND ECONOMIC DEVELOPMENT DEPARTMENT Total</b>		<u>313,521</u>	<b>485,261</b>	182.6%	<u>1.65</u>

**KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS**

Department Title	FY24 Adopted	Changes FY24 to FY25	FY25 Recommended	Dept % Change	Full-time FTE as allocated
<b>COMMUNITY DEVELOPMENT DEPARTMENT</b>	<b>1,511,474</b>				<b>7.10</b>
<b>INSPECTION PROGRAM</b>					
<b>Ongoing</b>					
Payroll base-to-base adjustment, including reallocations between funds		(5,296)			
Payroll increases (pay rates, reclasses, market adjustments)		30,247			
10-560-202 - Clothing, boots, and work pants		1,800			
Changes in General Fund overhead allocation methodology		(8,550)			
<b>One-time</b>					
Remove prior year one-time budget		(3,909)			
<b>PLANNING AND ZONING PROGRAM</b>					
<b>Ongoing</b>					
Payroll base-to-base adjustment, including reallocations between funds		(19,530)			
Payroll increases (pay rates, reclasses, market adjustments)		37,444			
10-500-382 - Software license maintenance		(2,400)			
Changes in General Fund overhead allocation methodology		(30,050)			
<b>One-time</b>					
Remove prior year one-time budget		(111,000)			
<b>COMMUNITY DEVELOPMENT DEPARTMENT Total</b>		<b>(111,244)</b>	<b>1,400,230</b>	<b>-7.4%</b>	<b>7.10</b>

**KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS**

Department Title	FY24 Adopted	Changes FY24 to FY25	FY25 Recommended	Dept % Change	Full-time FTE as allocated
<b>ENGINEERING DEPARTMENT</b>	<b>223,908</b>				<b>1.00</b>
<b>Ongoing</b>					
Payroll base-to-base adjustment, including reallocations between funds		(2,348)			
Payroll increases (pay rates, reclasses, market adjustments)		14,441			
Changes in General Fund overhead allocation methodology		(4,250)			
<b>One-time</b>					
Remove prior year one-time budget		(3,000)			
<b>ENGINEERING DEPARTMENT Total</b>		<u>4,843</u>	<b>228,751</b>	2.2%	<u>1.00</u>
<b>FIRE DEPARTMENT</b>	<b>2,803,104</b>				<b>16.87</b>
<b>Ongoing</b>					
Payroll base-to-base adjustment, including reallocations between funds		(4,100)			0.03
Payroll increases (pay rates, reclasses, market adjustments)		131,075			
10-530-135 - Employee Education Assistance budget increase		3,500			
10-530-202 - Uniforms and PPE allowance increase		4,500			
Changes in General Fund overhead allocation methodology		(25,180)			
<b>One-time</b>					
Remove prior year one-time budget		(38,632)			
10-520-370 - First Responders Mental Health grant (split with PD), received in FY24		47,000			
10-530-540 - New base radio units for 2 of 3 battalion chief vehicles (1 of 3 already in place)		10,000			
<b>FIRE DEPARTMENT TOTAL</b>		<u>128,163</u>	<b>2,931,267</b>	4.6%	<u>16.90</u>

**KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS**

Department Title	FY24 Adopted	Changes FY24 to FY25	FY25 Recommended	Dept % Change	Full-time FTE as allocated
<b>LEGISLATIVE DEPARTMENT</b>	<b>158,072</b>				<b>0.00</b>
<b>Ongoing</b>					
Payroll increases (pay rates, reclasses, market adjustments)		3,952			
<b>One-time</b>					
None					
<b>LEGISLATIVE DEPARTMENT Total</b>		<u>3,952</u>	<b>162,024</b>	2.5%	<u>0.00</u>



**KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS**

Department Title	FY24 Adopted	Changes FY24 to FY25	FY25 Recommended	Dept % Change	Full-time FTE as allocated
<b>PARKS &amp; CEMETERY DEPARTMENT</b>	<b>1,448,912</b>				<b>8.10</b>
<b>Ongoing</b>					
Payroll base-to-base adjustment, including reallocations between funds		(20,612)			
Payroll increases (pay rates, reclasses, market adjustments)		52,308			
10-640-202 - Uniforms, PPE, and Clothing budget increase		2,500			
10-640-250 - Preventive Maintenance for Garage Doors Regional Park and Concessions		382			
10-640-540 - New Camera System - Regional Park		8,800			
Changes in General Fund overhead allocation methodology		(54,050)			
<b>One-time</b>					
Remove prior year one-time budget		(16,900)			
10-640-100 - Bonuses for certifications		3,000			
10-640-490 - Fire cabinet for fuel storage		4,000			
10-640-490 - Forestry Tools		8,000			
10-640-490 - Laptop for office manager		2,000			
10-640-540 - New Camera System - Regional Park		19,900			
<b>PARKS &amp; CEMETERY DEPARTMENT Total</b>		9,328	<b>1,458,239</b>	0.6%	<b>8.10</b>

**KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS**

Department Title	FY24 Adopted	Changes FY24 to FY25	FY25 Recommended	Dept % Change	Full-time FTE as allocated
<b>POLICE DEPARTMENT</b>	<b>4,929,006</b>				<b>31.00</b>
<b>Ongoing</b>					
Payroll base-to-base adjustment		(200,766)			
Payroll increases (pay rates, reclasses, market adjustments)		221,833			
Payroll for police support to Lagoon - service reduction		(184,568)			
10-520-210 - Software subscription for investigations		5,000			
10-520-230 - Training budget Increase		10,000			
10-520-490 - Laptop replacements (6 units)		9,000			
Changes in General Fund overhead allocation methodology		(16,000)			
<b>One-time</b>					
Remove prior year one-time budget		(72,500)			
10-520-210 - Antivirus license		2,000			
10-520-370 - First Responders Mental Health grant (split with Fire), received in FY24		72,000			
10-520-490 - Radar trailer replacement		10,000			
10-520-540 - Upgrade gym equipment - treadmill, rowing machine		10,000			
<b>POLICE DEPARTMENT Total</b>		<b>(134,001)</b>	<b>4,795,005</b>	<b>-2.7%</b>	<b>31.00</b>
<b>PUBLIC WORKS DEPARTMENT - STREETS PROGRAM</b>	<b>958,904</b>				<b>5.70</b>
<b>Ongoing</b>					
Payroll base-to-base adjustment, including reallocations between funds		12,903			
Payroll increases (pay rates, reclasses, market adjustments)		52,926			
Changes in General Fund overhead allocation methodology		(21,900)			
<b>One-time</b>					
Remove prior year one-time budget		(9,500)			
<b>PUBLIC WORKS DEPARTMENT - STREETS PROGRAM Total</b>		<b>34,429</b>	<b>993,333</b>	<b>3.6%</b>	<b>5.70</b>

**KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS**

Department Title	FY24 Adopted	Changes FY24 to FY25	FY25 Recommended	Dept % Change	Full-time FTE as allocated
<b>TRANSFERS FROM GENERAL FUND</b>		4,620,467			0.00
<b>Ongoing</b>					
10-660-992 Transfer Out to Recreation Fund (the 'subsidy')		78,828			
10-670-990 Transfer Out to Capital Improvement Funds		252,000			
<b>One-time</b>					
Remove prior year one-time budget		(2,805,440)			
<b>TRANSFERS FROM GENERAL FUND Total</b>		<u>(2,474,612)</u>	2,145,855	-53.6%	<u>0.00</u>

# FARMINGTON CITY CORPORATION

## Full-time Employees By Function

Function	2024	2025	Change	
General Government				
Finance and Administrative Services	5	5	-	
Office of the City Attorney	3	3	-	
Office of the City Manager	2	2	-	
Public Safety				
Police				
Officers	29	29	-	
Civilians	2	2	-	
Fire				
Firefighters & Paramedics	18	18	-	
Civilians	1	1	-	
Emergency Management	-	-	-	
Public Works				
Administration	-	2	2	Change in presentation only
Fleet Maintenance	2	2	-	
Sewer	1	-	(1)	Change in presentation only
Storm Water	2	-	(2)	Change in presentation only
Streets	9	10	1	Change in presentation only
Water	7	7	-	
Economic Development	-	-	-	
Community Development	7	7	-	
Engineering	4	4	-	
Parks & Cemetery	9	9	-	
Recreation	9	9	-	
Total Employees	<u>110</u>	<u>110</u>	<u>-</u>	

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION ADOPTING THE TENTATIVE MUNICIPAL BUDGET FOR FISCAL YEAR ENDING 6-30-25**

**WHEREAS**, pursuant to State law, a tentative budget has been delivered to the Farmington City Council for consideration; and

**WHEREAS**, the attached budgets are hereby found to comport with sound principles of fiscal planning in light of the needs and resources of Farmington City Corporation;

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

**Section 1. FYE 6-30-25 Tentative Municipal Budget.** The attached document entitled “Farmington City Tentative Municipal and RDA budgets – FY25” incorporated herein by reference, is hereby adopted.

**Section 2. Setting a Public Hearing for final adoption.** The Farmington City Council hereby directs staff to provide notice of a public hearing for June 18, 2024, after which the City Council will consider adoption of the final budget on said date.

**Section 3. Miscellaneous Provisions.**

- a. Severability. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all provisions, clauses, and words of this Resolution shall be severable.
- b. Titles and Headings. The titles and headings of this Resolution form no part of the Resolution itself, have no binding or interpretative effect, and shall not alter the legal effect of any part of the Resolution for any reason.
- c. Effective Date. This Resolution shall be effective immediately upon posting.
- d. Non-codification. This Resolution shall be effective without codification.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 7th DAY OF MAY, 2024.**

**FARMINGTON CITY**

By: \_\_\_\_\_  
Brett Andersen,  
Mayor

**ATTEST:**

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

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION ADOPTING THE TENTATIVE RDA BUDGET FOR FISCAL YEAR ENDING 6-30-25**

**WHEREAS**, pursuant to State law, a tentative budget has been delivered to the Farmington City Council for consideration; and

**WHEREAS**, the attached budgets are hereby found to comport with sound principles of fiscal planning in light of the needs and resources of Farmington City Corporation;

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

**Section 1. FYE 6-30-25 Tentative RDA Budget.** The attached document entitled “Farmington City Tentative Municipal and RDA budgets – FY25” incorporated herein by reference, is hereby adopted.

**Section 2. Setting a Public Hearing for final adoption.** The Farmington City Council hereby directs staff to provide notice of a public hearing for June 18, 2024, after which the City Council will consider adoption of the final budget on said date.

**Section 3. Miscellaneous Provisions.**

- a. Severability. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all provisions, clauses, and words of this Resolution shall be severable.
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**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 7th DAY OF MAY, 2024.**

**FARMINGTON CITY**

By: \_\_\_\_\_  
Brett Andersen,  
Mayor

**ATTEST:**

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

# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Interlocal Agreement for Third-Party Building Inspections
2. Clark Lane and 1100 West Power Relocation Agreement
3. Listing Agreement with Newmark
4. Approval of Minutes for 04.09.24

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council

**From:** Paul Roberts, City Attorney; David Peterson, Community Development Director

**Date:** May 7, 2024

**Subject:** **Interlocal Agreement for Third-Party Building Inspections**

Included in Summary Action for this meeting's agenda, a resolution and draft agreement with three nearby jurisdictions (Syracuse, Kaysville, and West Haven) in which we agree to provide mutual aid in residential inspection services to one another, when occasion demands it, in order to remain in compliance with state law.

### RECOMMENDATION(S)

Staff recommends approval of the resolution and agreement through summary action vote. If the Council pulls the contract for discussion and a separate vote, then a motion approving it would provide: "I move that the council adopt the resolution approving the Interlocal Agreement for Third-Party Building Inspections and authorize the Mayor to execute that agreement."

### BACKGROUND

In its most recent session, the Utah legislature adopted [SB 185](#), which provides that if a City cannot provide a building inspection within three days after the day on which the city receives the request for inspection, the developer may utilize a list of approved third-party inspectors to conduct the inspection. See [UCA § 10-6-160\(2\)](#). That list permits cities to include "a building inspector from an adjacent city or county." [UCA § 15A-1-105\(1\)\(d\)](#).

This interlocal agreement establishes a mutual aid relationship between the four participating cities. Each agrees to respond to requests for inspections if they are available. Like all mutual aid agreements, all jurisdictions are excused from accepting the assignment if they are otherwise engaged and have no availability to provide the service. As such, we do not anticipate that this will impair our local inspections. And if we have a staff shortage due to an abundance of inspections, staffing issues, or otherwise, we will benefit from the aid of our neighbors.



Under this arrangement, jurisdictions do not charge one another for mutual aid provided, potentially reducing costs for the City.

The jurisdictions participating in this agreement were selected based upon their stellar reputations. We anticipate that this agreement may expand to include other jurisdictions. In such matters, we rely heavily on our building official's recommendation.

Questions about the details of the arrangement should be directed to David Peterson or Eric Miller, building official. Questions or comments about the agreement itself may be directed to Paul Roberts.

Respectfully submitted,



Paul Roberts  
City Attorney

Review and concur,



Brigham Mellor  
City Manager

**RESOLUTION NO: \_\_\_\_\_**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THIRD-PARTY BUILDING INSPECTIONS**

**WHEREAS**, Farmington City conducts building inspections consistent with Utah law for new development in the City; and

**WHEREAS**, Section 15A-1-105 of the Utah Code now requires, effective May 1, 2024, cities to maintain a list of third-party inspectors for occasions on which the City's building officials are not available to inspect certain residential structures within three business days of the request; and

**WHEREAS**, numerous cities are willing to serve as third-party inspectors in each other's jurisdictions, in a spirit of providing mutual aid to one another; and

**WHEREAS**, the City Council finds that this provides prompt, competent inspection services to homebuilders, without unnecessarily increasing the City's costs of doing so,

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

**Section 1: Approval.** The City Council approves the attached Interlocal Agreement for Inspection Services, attached as Exhibit 1 to this Resolution, and authorizes the Mayor to execute it on behalf of the City.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 7TH DAY OF MAY 2024.**

**ATTEST:**

**FARMINGTON CITY**

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

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

## **INTERLOCAL AGREEMENT FOR THIRD-PARTY BUILDING INSPECTIONS**

**INTERLOCAL AGREEMENT, PURSUANT TO UTAH CODE TITLE 11 CHAPTER 13**, (“Agreement”) dated this 1st day of May, 2024, by and between Syracuse City, Farmington City, Kaysville City and the City of West Haven, all municipal corporations of the State of Utah, (“Parties”).

**WHEREAS**, the Parties employ building inspectors who conduct building inspections within their respective jurisdictions; and

**WHEREAS**, Utah Code Section 15A-1-105, effective May 1, 2024, requires each of the Parties to create a third-party inspection firm list; and

**WHEREAS**, Utah Code Section 15A-1-105 allows the Parties to include, in their respective third-party inspection firm lists, building inspectors from adjacent cities or counties; and

**WHEREAS**, the Parties desire to fill their respective third-party inspection firm lists with building inspectors employed by the other Parties to this Agreement; and

**WHEREAS**, Utah Code Section 15A-1-105 allows permit applicants to engage a third-party inspector from a city’s third-party inspection firm list if that city is unable to provide a building inspection within three (3) business days after the day on which that city receives the request for inspection; and

### **NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. Recitals. The foregoing Recitals are fully incorporated herein.
2. Definitions. As used in this Agreement:
  - (a) “Request” means a request from a permit applicant for a third-party inspection pursuant to Utah Code Section 15A-1-105(2);
  - (b) “Requesting city” means the city from which a request is initiated; and
  - (c) “Responding city” means the city that provides inspection services pursuant to a request.
3. Third-party Inspection Firm List. Each of the Parties hereby includes the building inspectors employed by the other Parties on its third-party inspection firm list.

4. General Building Inspection Services. Upon receipt of a request, the responding city shall provide, without cost, inspection services necessary to fulfill the request. If the responding city is not able to fulfil the request for any reason, in the responding city's sole discretion, then it is relieved of this obligation by promptly informing the requesting city that it does not have an inspector available to fulfill the request.

5. Qualifications of Inspectors. The Parties shall provide qualified, State of Utah licensed, inspectors with qualifications and certifications necessary for the requested inspection.

6. Autonomy. Each of the Parties retains the autonomy to plan, organize, schedule, and otherwise direct the services provided by its building inspectors. All Parties agree that performance of obligations under this Agreement will not jeopardize building inspection services within a responding city's jurisdiction, and that a responding city may decline a request in its sole discretion.

7. Time of Response. Building inspectors shall accommodate requests and complete inspections expeditiously.

8. Compliance with Codes. Building inspectors shall adhere to and apply the requesting city's adopted Codes, including:

- The National Electrical Code as amended;
- The International Mechanical Code as amended;
- The International Plumbing Code as amended;
- The International Building Code as amended; and
- The International Residential Code as amended.

9. Costs. A responding city shall, without cost to the requesting city, furnish all labor, equipment, facilities, and supplies required to complete requested inspections.

10. Term of Agreement/Withdrawal. This Agreement shall be effective on the date it is signed by the Parties. The initial term of this Agreement is five (5) years. Unless one or more of the Parties objects, this Agreement shall automatically renew for up to three (3) additional five-year terms. The Parties may mutually terminate this Agreement at any time. Any Party may unilaterally withdraw and terminate from this Agreement, with or without cause, upon sixty (60) days' written notice to the other Parties. Such termination shall not modify the Agreement as between any of the remaining Parties, except only to exclude the terminating Party from the obligations created herein.

11. Liability and Indemnification. Each Party shall indemnify, defend, and hold the other Parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each

Party shall be responsible for its own negligent acts and agrees to indemnify and hold the other Parties harmless therefrom.

12. Waiver. Each Party waives all claims against the other Parties for compensation for any loss, damage, personal injury, or death occurring as a consequence of performing this Agreement.

13. Governmental Immunity. All Parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this Agreement shall be construed as a waiver by any Party of any rights, limits, protections, or defenses provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled. Subject to the Act, each Party shall be responsible for its own actions and shall defend any lawsuit brought against it and pay any damages awarded against it.

14. Employment Status. Employees of the respective Parties remain the employees of that Party and do not acquire from any other Party any employment status, other employment right, or claim for wages or other benefits, including workers' compensation.

15. Interlocal Agreement Provisions. This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.

16. Severability. If any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, 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.

17. Entire Agreement. This Agreement contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the Parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

18. Amendments. This Agreement may be modified only by a written amendment signed by each of the Parties hereto.

19. Agreement Not Assignable. This Agreement is specific to the Parties hereto and is therefore not assignable.

20. Governing Law, Jurisdiction, and Venue. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The Parties recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

21. Approval of Agreement. This Agreement shall become effective as set out above provided it has been approved as appropriate by the above-mentioned Parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

IN WITNESS WHEREOF, the signing Parties below have signed and executed this Agreement, after resolutions duly and lawfully passed on the dates listed below.

**SYRACUSE CITY:**

\_\_\_\_\_  
Mayor                                      City Recorder                                      City Attorney

**FARMINGTON CITY:**

\_\_\_\_\_  
Mayor                                      City Recorder                                      City Attorney

**KAYSVILLE CITY:**

\_\_\_\_\_  
Mayor                                      City Recorder                                      City Attorney

**CITY OF WEST HAVEN:**

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Mayor

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City Recorder

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City Attorney



## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Chad Boshell, Assistant City Manager  
**Date:** May 7, 2024  
**Subject:** **Clark Lane and 1100 West Power Relocation Agreement**

### RECOMMENDATION(S)

Approve the work agreement with Rocky Mountain Power (RMP) in the amount of \$397,297.00 for the relocation and burial of the power lines fronting the Western Sports Park.

### BACKGROUND

As part of the Western Sports Park, Davis County will be installing sidewalk along 1100 West and reconstructing a wider sidewalk along Clark Lane. The overhead power needs to be relocated. The City and County both agree that it would be best to have the power relocated under ground. The cost to bury the lines will be covered by the City. The cost for RMP is \$397,297, the City will also reimburse the County for the cost to install the conduit and switch gear boxes in fiscal year 25. The cost for the entire project will be paid for by RDA funds with the RMP portion being covered this year with a budget revision. Staff recommends approving the agreement with RMP.

### SUPPLEMENTAL INFORMATION

1. Agreement

Respectfully submitted,

Chad Boshell, P.E.  
Assistant City Manager

Review and concur,

Brigham Mellor  
City Manager



**ROCKY MOUNTAIN POWER, a division of PACIFICORP  
CUSTOMER REQUESTED WORK AGREEMENT**

This Customer Requested Work Agreement (this "Agreement"), dated April 25, 2024 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **FARMINGTON CITY CORP.**, ("Customer"), for work to be performed by Company for Customer at or near **Clark Lane & 1100 West Farmington** in **Davis** County, State of Utah.

**Work Requested and Customer Work Requirements:**

**ACC**

This project is an overhead to underground conversion from approximately 900 W. on Clark Lane, west to 1100 West, then south to approximately 150 South.

The customer is responsible for all conduit work including pull ropes, vault installation, transformer pad installation and any other work outside the scope of Rocky Mountain Power installation plan.

**Customer Payment(s):**

**Payment to Company:** In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. The total advance for this work is \$397,297.00. Customer has previously paid for design, permitting or other work in the amount of \$0.00, with a **balance due of \$397,297.00. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: As soon as is possible

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

**Farmington City Corp**  
**Chad Boshell**  
**P.O.Box 160**  
**Farmington, Utah 84025**  
**Phone (801) 801-939-9287**  
**Cellular ( )**

**Rocky Mountain Power**  
**Craig Bruestle**  
**635 N. 1200 W.**  
**Layton, Utah 84041**  
**Phone (801) 543-3032**  
**Cellular (801) 580-4759**  
**Fax # or email address**

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

**FARMINGTON CITY CORP.**

**ROCKY MOUNTAIN POWER**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature.

Title \_\_\_\_\_

Title Manager

\_\_\_\_\_  
Print name of Signing Officer

Travis Tanner  
Print name of Signing Manager/Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix A**  
**GENERAL TERMS AND CONDITIONS**

**LIABILITY AND INDEMNIFICATION**

The Customer shall indemnify, defend and hold harmless the Company to this Agreement and the Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

**WAIVER OF JURY TRIAL**

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**WORK COMPLETION**

Company agrees to use commercially reasonable efforts towards work completion. Such completion is subject to timely Customer performance of any Customer required items including execution of this Agreement and associated payment. When there are emergencies or unanticipated events which cause power outages or threaten the Company's ability to provide electric service as it is legally required to provide as an electric utility company, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to continue the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company's liability for any action arising out of its activities relating to this Agreement shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

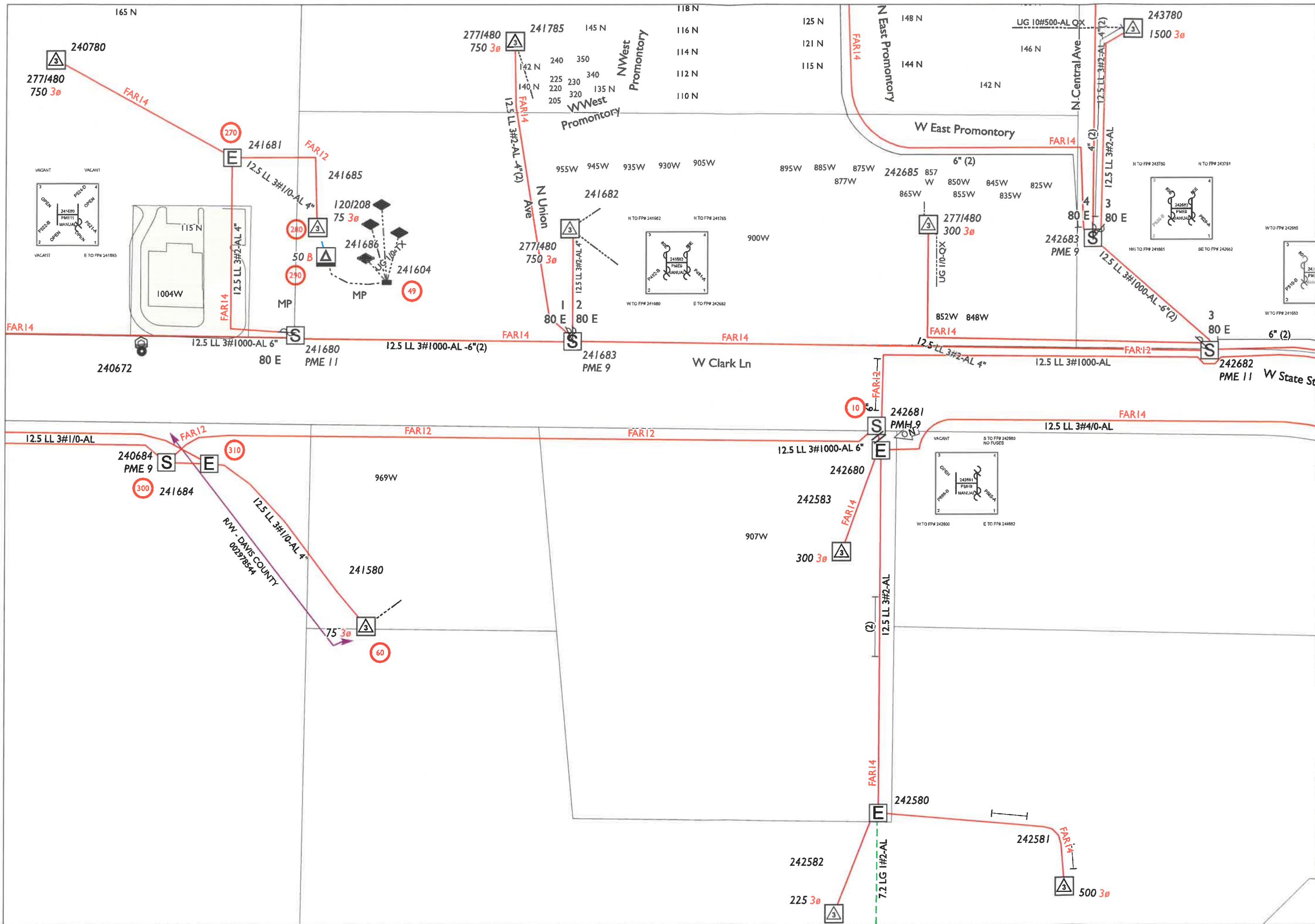
The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company and such changes in scope are reasonably acceptable to the Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this Agreement after being signed by both parties.

## GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of Customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.



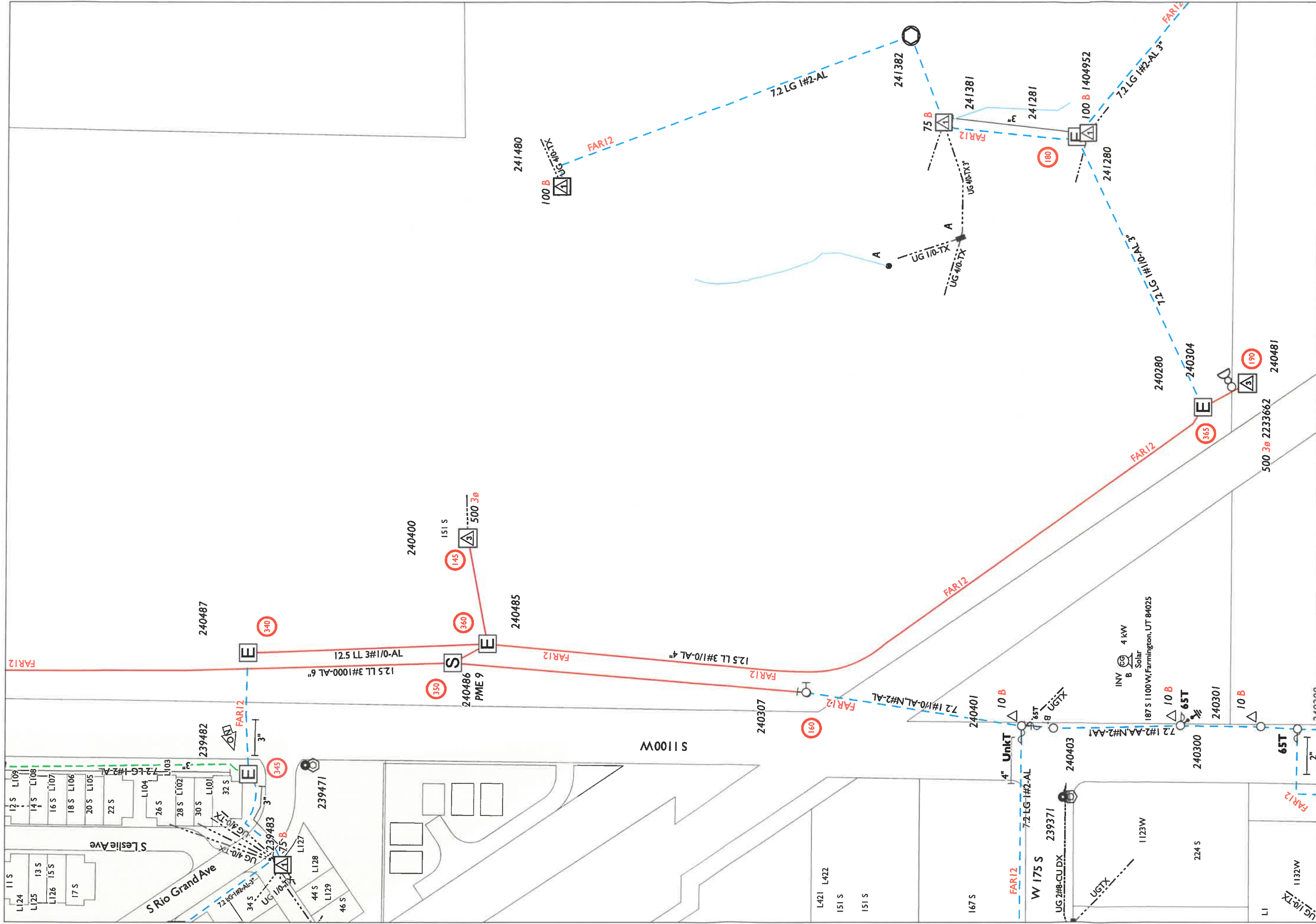
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Job Start Date	
Job Comp Date	
Circuit	FAR12

Emp #	
Map String	I1203001.0

CC#	I1456
WO# / REQ#	007115996
Customer:	Farmington City Corp
Address:	1100 W. Clark Lane Farmington, Utah

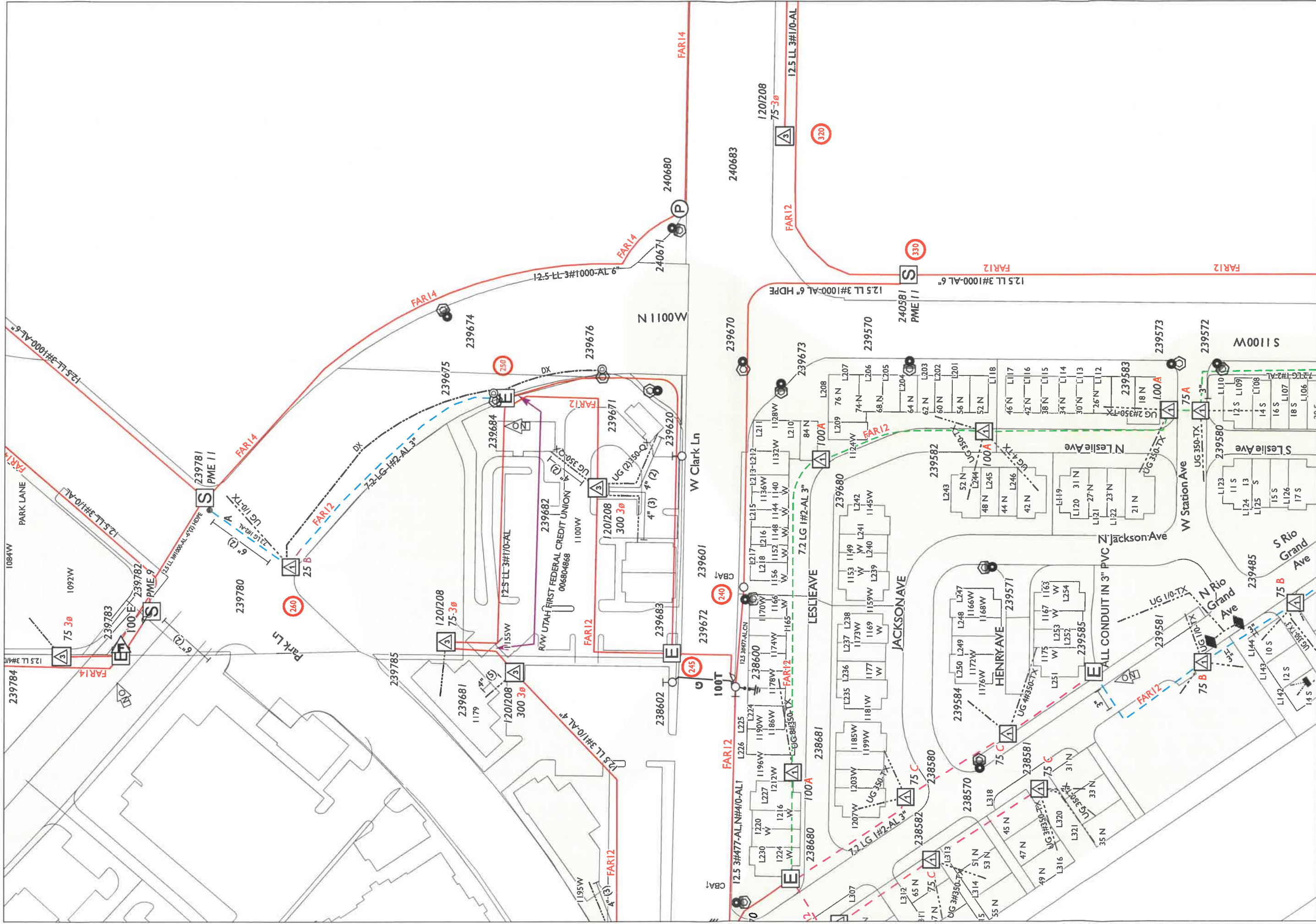
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Print Date	4/24/2024
EST ID#	PI0756
Post Jobs	<input type="checkbox"/> RQII <input type="checkbox"/> Posted
Circuit	FAR12
Emp #	
Map String	I1203001.0
WO# / REQ#	007115996
Customer:	Farmington City Corp
Address:	1100 W. Clark Lane Farmington, Utah



Foreman



<b>CC#</b> 11456  <b>Customer:</b> Farmington City Corp <b>Address:</b> 1100W Clark Lane Farmington, Utah	<b>WO# / REQ#</b> 007115996	<b>Emp #</b>  <b>Map String</b> 11203001.0	<b>Job Start Date</b>  <b>Job Comp Date</b>				
	<b>Foreman</b>  <b>INV</b> 4 kW Solar 187 S 1100W Farmington, UT 84025	<b>Job Start Date</b>  <b>Job Comp Date</b>	<b>EST ID#</b> PI0756	<b>Print Date</b> 4/24/2024	<b>Scale</b> 1 in = 100'	<b>Page 2 of 3</b>	
<b>CC#</b> 11456	<b>WO# / REQ#</b> 007115996	<b>Emp #</b>  <b>Map String</b> 11203001.0	<b>Job Start Date</b>  <b>Job Comp Date</b>	<input type="checkbox"/> Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted	<b>EST ID#</b> PI0756	<b>Print Date</b> 4/24/2024	<b>Scale</b> 1 in = 100'





Foreman		Emp #	Job Start Date			 A BERKSHIRE HATHAWAY ENERGY COMPANY	
CC#	WO# / REQ#	Map String	Job Comp Date	EST ID#	Print Date	Scale	Page 3 of 3
11456	00715996	11203001.0	Circuit	PI0756	4/24/2024	1 in = 100'	
Customer: Farmington City Corp Address: 1100 W. Clark Lane Farmington, Utah			Post Jobs ROI	Posted			
			FAR12				

# NEWMARK

## UTAH EXCLUSIVE LISTING AGREEMENT – SALE

Farmington City and Farmington City Corporation (“Owner”) hereby grants to Acres Brokerage, LLC, a Utah limited liability company, dba Newmark (“Broker”) the exclusive right to negotiate the sale with respect to the real property described below (the “Property”) for a period commencing on March \_\_\_\_\_, 2024, and through February 28, 2025 (the “Listing Period”). Thereafter, the Listing Period shall automatically extend for successive thirty (30) day periods unless cancelled in writing unilaterally by either party at least (30) thirty days prior to the end of the current Listing Period.

1. **PROPERTY.** The Property is located in the City of Farmington, County of Davis, State of Utah, and is further described as parcel numbers: 08-041-0088, 08-043-0193, 08-043-0017, 08-043-0194 and contains an estimated total 17.1 acres of land.

2. **TERMS.** The price and terms of the sale of the Property shall be as follows: TBD

3. **BROKER’S DUTIES AND AUTHORIZATIONS.** Broker represents and warrants that it is licensed as a real estate broker in the State of Utah, License Number 11555613-CN00. Broker shall assign the following individual(s) to act on its behalf in the performance of services under this agreement: Chris Falk & Braxton Willie. In the event a transaction is not consummated, any deposits, payments, including payments for options, liquidated damages and other amounts retained by Owner shall be equally divided between Owner and Broker, except that Broker’s portion thereof shall not exceed the amount of the commission otherwise payable upon the consummation of such transaction by the terms of this Agreement. Broker is authorized to advertise the Property and shall have the exclusive right to place a sign or signs on the Property if, in Broker’s opinion, such would facilitate the sale thereof.

4. **OWNER’S DUTIES AND REPRESENTATIONS.** Owner agrees to cooperate with Broker in effecting a sale of the property and immediately to refer to Broker all inquiries of any person or entity interested in purchasing the Property. All negotiations are to be through Broker. Owner agrees to pay all customary escrow, title and revenue charges, to furnish good title to and execute and deliver such documents as may be necessary to effect a sale of the Property. Owner agrees to defend, indemnify and hold Broker harmless from any and all claims, liabilities, demands and damages arising from incorrect information supplied by Owner or any information which Owner fails to supply. Owner understands that it is illegal for either Owner or Broker to refuse to present or sell real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability. Except as disclosed in an addendum hereto signed by both Owner and an officer of Broker, Owner hereby warrants and represents to Broker that: (a) Owner is the owner of record of the Property or has the legal authority to execute this Agreement on behalf of such owner; (b) no person or entity has any right to purchase the Property or to acquire any interest therein by virtue of option or right of first refusal; (c) there are no delinquencies or defaults under any deed of trust, mortgage or other encumbrance on the Property; (d) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship or probate proceeding; and (e) neither Broker nor any salesperson affiliated with Broker has made any promise or representations to or agreements with Owner not contained herein that in any manner affect Owner’s and Broker’s rights and obligations under this Agreement.

5. **COMPENSATION.** In consideration of this Agreement and Broker’s agreement to diligently pursue the procurement of a purchaser for the Property, Owner agrees to pay Broker commissions in cash as follows:

**A. Sales, Exchanges, And Other Transfers**

(1) **Unimproved Property:** If the Buyer is represented by an agent or broker other than Broker, then the fee is six percent (6%) of the gross sales price of the Property. If the buyer is either unrepresented or represented by Broker, then the fee is four percent (4%) of the gross sales price of the Property.

(2) **Improved Property:** Six percent (6%) of the gross sales price of the Property, if the Buyer is represented by an agent other than Broker. If the buyer is either unrepresented or represented by Broker, then the fee is four percent (4%) of the gross sales price of the Property.

Owner’s Initials \_\_\_\_\_

# NEWMARK

**B. Payment Instructions.** Sales Commissions shall be paid through escrow upon the closing of sales or exchange transaction; absent an escrow, commissions shall be paid upon recordation of a deed or upon delivery of such deed or other instrument of conveyance if recordation is deferred more than one month thereafter. In the event of a contract or agreement of sale, joint venture agreement, business opportunity or other transaction not involving the delivery of a deed, commissions shall be paid upon the mutual execution of the agreement evidencing the transaction. Broker is hereby authorized to deduct its commission from any deposits, payments or other funds paid by a purchaser in connection with such transaction.

**C. Payment Obligations.**

(1) Owner shall pay said commissions to Broker if, during the Listing Period: (a) the Property or any interest therein is sold, transferred, or conveyed by or through Broker, Owner or any other person or entity; (b) a purchaser is procured by or through Broker, Owner or any other person or entity who is ready, willing and able to purchase the Property or any interest therein on the terms stated above or other terms acceptable to the owner of the Property; (c) any contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, is made directly or indirectly by the owner of the Property; (d) this Agreement is terminated or the property is withdrawn from sale without the written consent of Broker or the Property is made unmarketable by Owner's voluntary act.

(2) Owner shall also pay said commission to Broker if within one hundred eighty (180) calendar days after the expiration of the Listing Period: (a) Owner or any affiliate thereof enters into a contract for the sale, transfer, or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, to any person or entity which during the term of the Listing Period or any extension thereof made a written offer to purchase the Property, or any interest therein, whether or not such transaction is consummated on the same or different terms and conditions contained in such offer; (b) the owner of the Property enters into a contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, to any person or entity with whom Broker has negotiated or to whom Broker has submitted the Property in an effort to effect a transaction during the Listing Period and whose name appears on any list of such persons or entities (the "Registration List"), which Broker shall have mailed to Owner at the address below stated within thirty (30) calendar days following the expiration of the Listing Period; or (c) if during the Listing Period an option or right of first refusal to purchase the Property is granted and the option or right of first refusal is exercised.

(3) Where the Property is owned by a partnership, or by a corporation that is not publicly traded, the transfer of a partnership interest or any of the capital stock of such entity during the Listing Period shall be deemed to be a sale of the Property or of an interest in the Property.

**6. PAYMENT AUTHORIZATION.** In the event an escrow is opened with respect to the sale, transfer, or conveyance of the Property or any interest therein, Owner hereby irrevocably assigns to Broker and irrevocably authorizes and instructs the escrow agent to disburse to Broker the amount of the compensation provided for herein from the funds payable to Owner.

**7. COSTS AND ATTORNEYS' FEES.** In the event a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided therein, the prevailing party shall be entitled to its costs and attorneys' fees in any legal action regarding the collection of a commission due hereunder.

**8. INTEREST.** If there is a failure to make any payment to Broker at the time required herein, the delinquent sum(s) shall bear interest at the rate of 18% per year or the maximum rate permitted by law, whichever is lower.

**9. LIABILITY.** The liability of the parties caused by a breach of this Agreement shall be limited to direct damages, and in no event will either party be liable to the other for any loss of or damage to revenues, profits, goodwill or other special, incidental, exemplary, punitive, indirect, or consequential damages of any kind resulting from the performance or failure to perform pursuant to the terms of this Agreement or from the provision of services hereunder, even if such party has been advised of the possibility of such damages. In no event shall the total liability of Broker to Owner for damages in connection with all claims made under the terms of this Agreement exceed

Owner's Initials \_\_\_\_\_



# NEWMARK

the amount of compensation received by Broker under the terms of this Agreement.

**10. REAL ESTATE AGENCY DISCLOSURE.** Owner acknowledges that as of the date of this Agreement, Broker is acting as the broker for Owner exclusively, and Chris Falk and Braxton Willie are acting as the agent[s] for Owner exclusively. Broker shall not act as a dual agent in any transaction involving the Property without first obtaining Owner's written consent, which Owner may grant or withhold in its sole and absolute discretion. Owner's and Agent's agency relationship is detailed in the Agency Relationship Disclosure attached as Exhibit A and hereby incorporated herein. If Broker finds a prospective buyer for the Property that is not represented by a licensed real estate agent, Broker shall notify owner and not act as an agent for the potential buyer until Owner provides consent to such dual agency, which consent may be withheld but can be provided in the Agency Relationship Disclosure (see Exhibit A). Two separate licensed agents that both maintain their license at Newmark but are representing different parties to a transaction are not deemed dual agents so long as the separate agents represent different parties in the transaction.

**11. SUCCESSORS AND ASSIGNS.** The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof. Broker shall have the right to assign its interest in this agreement, with notice but without the consent of Owner, to any properly-licensed entity that is under the common control and ownership and operated under the Newmark trade name.

**12. AMENDMENTS AND MODIFICATIONS.** No amendments to, modifications of, or termination of, this Agreement shall be valid or binding unless made in writing and signed by both Owner and an officer of Broker. Owner hereby acknowledges that salespersons affiliated with Broker are not authorized to make or approve any additions to, deletions from, or alterations of the printed provisions of this Agreement, nor are they authorized to terminate this Agreement.

**13. INDEPENDENT ADVICE.** Owner hereby acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give legal or tax advice, nor to determine if Owner desires or needs such advice. Owner agrees to consult with an attorney or accountant. Owner acknowledges that it has been advised by Broker to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction, as well as the physical, environmental or legal condition of the Property. **THUS FAILURE TO OBTAIN INDEPENDENT LEGAL, TAX AND PROPERTY CONDITION ADVICE IS CONTRARY TO THE ADVICE OF THE BROKER AND AGENT.** Broker and Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Broker. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Broker's assistance in gathering such information.

**14. PUBLICITY.** Owner hereby authorizes Broker to publicize any transactions that occur involving the Property under this Agreement. Broker shall have the right to name the parties to the transaction and the character and location of the Property, but shall not disclose any financial aspects of the transaction.

**15. OTHER TERMS AND CONDITIONS.**

Owner's Initials \_\_\_\_\_

# NEWMARK

Owner acknowledges receipt of a copy of this Agreement, including the attached Exhibit A which Owner has read and understands.

OWNER:

\_\_\_\_\_  
A/n \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

BROKER:

Acres Brokerage, LLC dba Newmark  
a Utah limited liability company

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

Name: Bradley Reital

Its: Principal Broker

Dated:

Owner's Initials \_\_\_\_\_

# NEWMARK

## BUYER/TENANT or UNREPRESENTED PARTY AGENCY DISCLOSURE

It is important that you understand the duties of a real estate broker/agent to each party, and establish who a real estate broker/agent represents, and define the scope of that representation. This form is intended to provide you with a brief explanation of each type of agency and its scope, and to indicate whether or not you are represented and in what capacity. This should assist you in understanding the real estate agent duties, and help you determine how those duties relate to you. If you have further questions, please seek legal counsel to provide a more detailed explanation.

### **SELLER/LESSOR'S BROKER/AGENT**

The Broker/Agent who lists a Seller/Lessor's property for sale or lease, agree to act for the Seller and to work diligently to locate a buyer/lessee for the Property and to assist the Seller in negotiating the sale/lease of a Property. As the Seller/Lessor's Broker/Agent, they will act consistent with their fiduciary duties to the Seller/Lessor of loyalty, obedience, full disclosure, confidentiality, reasonable care and diligence. Notwithstanding these fiduciary duties to the Seller/Lessor, however, by law they are required to treat all prospective buyers/lessees with honesty, fair dealing and to negotiate in good faith.

### **BUYER/LESSEE'S BROKER/AGENT**

The Broker/Agent agree to act as agent for the Buyer/Lessee, to work diligently in locating a property acceptable to the Buyer/Lessee, and to assist the buyer in negotiating the acquisition/lease of a property. As the Buyer/Lessee's Broker/Agent, they will act consistent with their fiduciary duties to the Buyer/Lessee of loyalty, obedience, full disclosure, confidentiality, reasonable care and diligence. Notwithstanding these fiduciary duties to the Buyer/Lessee, however, by law they are required to treat all prospective sellers/lessors with honesty, fair dealing and to negotiate in good faith.

### **LIMITED AGENCY – BROKER/AGENT OF BOTH BUYER AND SELLER**

While Seller/Lessor and Buyer/Lessee are each entitled to be represented by separate agents, or no one, the Broker/Agent may also represent both parties in the same transaction as a limited agent, with the informed written consent of both. Buyer/Lessee and Seller/Lessor each understands that as Broker/Agent for both parties, the representation will be a limited agency for each client. The Broker/Agent cannot advocate on behalf of one client over the other, and cannot legally disclose to either client certain confidential client information concerning price, negotiations, terms or factors motivating the other party. By agreeing to Limited Agency, both Buyer/Lessee and Seller/Lessor waive the right to undivided loyalty, absolute confidentiality and full disclosure from the Broker/Agent. Rather, the Broker/Agent will act as a neutral third party to advance the interests of each party, while performing the fiduciary duties of obedience and reasonable care and diligence.

### **UNREPRESENTED PARTY**

As set forth above, the Broker/Agent owe duties to the party they represent, which are not owed to an unrepresented party. You are entitled to secure your own representation, but you may also choose to be unrepresented in the real estate transaction.

### **CONFIRMATION OF AGENCY IN THIS TRANSACTION**

I/We understand the different types of agency and our rights in each, and choose the following agency relationships:

[  Seller/Lessor's Agent], [  Buyer/Lessee's Agent], [  Limited Agency for Both], [  Unrepresented Party \_\_\_\_\_ Initials].

NAME OF BUYER/LESSEE:	_____	(the "Buyer or "Lessee")
NAME OF SELLER/LESSOR:	_____	(the "Seller" or "Lessor")
LOCATION OF PROPERTY:	_____	(the "Property")
SELLER/LESSOR BROKER/AGENT:	_____	(the "Seller/Lessor's Broker/Agent")
BUYER/LESSEE BROKER/AGENT:	_____	(the Buyer/Lessee's Broker/Agent")

### **ACKNOWLEDGMENT**

I/we acknowledge receipt of a copy of this Agency Disclosure and understand and agree to the agency relationships confirmed herein.

[  Seller/Lessor] [  Buyer/Lessee] \_\_\_\_\_ Date [  Seller/Lessor] [  Buyer/Lessee] \_\_\_\_\_ Date

# FARMINGTON CITY – CITY COUNCIL MINUTES

April 9, 2024

## WORK SESSION

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Alex  
Leeman via Zoom,  
Councilmember Roger Child,  
Councilmember Scott Isaacson,  
Councilmember Melissa Layton,*

*Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston, and  
Assistant Community Development  
Director/City Planner Lyle Gibson.*

Mayor **Brett Anderson** called the work session to order at 6:22 p.m. Councilmember **Alex Leeman** participated electronically via Zoom. City Attorney **Paul Roberts** was excused.

## **I-15 WIDENING AND HISTORIC RESOURCE DISCUSSION**

**Chadwick Greenhalgh** (208 W. State Street, Farmington, Utah) addressed the Council, representing the Clark Lane Historic District as well as the Historic Preservation Commission (HPC). He has lived on State Street for 25 years and is the newest and youngest resident on the street. The Utah Department of Transportation (UDOT) engaged the Clark Lane Historic District for an Environmental Impact Study (EIS) associated with proposed changes and the widening of Interstate 15 (I-15). This would call for the demolition of one historic home at the end of State Street and 400 West. UDOT presented two options, and his entire neighborhood felt that neither was acceptable. It is not acceptable to demolish even one historic home.

According to a 2019 UDOT traffic analysis, the traffic on west State Street amounted to 12,000 vehicles per day. With the widening of I-15, either option is predicted to bring 16,000 vehicle trips per day by 2050. This would mean that State Street would be a minor arterial collector rather than a residential street. **Greenhalgh** said that even now with 12,000 vehicles per day, it is dangerous for residents to back out of their driveways safely, and the noise of traffic is too loud inside of their homes.

In the past, this neighborhood got assurance from the City that traffic would be decreased. The Master Plan mentions funneling traffic from West Farmington to the freeway so that traffic on State Street would be minimized. In 2005, Legacy didn't exist. The City has had numerous options to move traffic away from State Street, which is now classified as a minor arterial collector. Road designers do not recommend having single-family homes on a collector street. A major arterial is one step away from a minor arterial, and then Farmington would end up with something similar to Bountiful's 400 North.

**Greenhalgh** asked for Farmington City to engage with UDOT in order to discourage them from tearing down a home that is a City landmark. UDOT is determined to tear it down, and offered some forms of remediation including building a website or putting up a plaque mentioning the home. The Historic District thinks both options are bad, and they don't want I-15 widened.

**Tiffany Ames** lives southwest of **Greenhalgh** and mentioned that Farmington has control over what happens between 200 and 400 West, the portion of the road that is most heavily impacted. She said what makes Farmington Farmington is its historic districts and tree-lined streets. A major arterial won't have the charm of the current State Street. She asked what the City can do to deter people from using State Street to go to Station Park, and to deter traffic from going through a historic district. Speed tables were mentioned. She said the Master Plan mentions deterring traffic in this area.

City Manager **Brigham Mellor** said he has never heard any discussion about deterring vehicular access in the two blocks between the freeway and State Street. To his knowledge, it has never been an objective. He said the Master Plan is a recommending document that was last updated before both Station Park and Farmington High School were operational.

City Councilmember **Roger Child** said school traffic on State Street gets crazy. **Ames** said people will park in front of her driveway because they don't see it as somewhere people live. She has had to ask people to move so she can get out of her driveway.

**Mellor** said traffic engineers have empirical data that speed tables don't work. Historic Preservation Commission Chairman **David Barney** noted that the Clark Lane Historic District is the first historic district in Davis County. Just because something hasn't been done in the past doesn't mean that the Clark Lane Historic District can't be the first to do it. Councilmember **Scott Isaacson** said it may be worth taking a look at the three speed bumps that have recently been installed on 100 North behind the Conference Center in Salt Lake City.

**Ames** said this is about encouraging motorists to use alternate nonresidential routes that already exist such as Park Lane. It would make the historic area more walkable if 200 West was not used to get to Station Park.

**Mellor** said limiting connectivity flies in the face of typical planning, and he can't think of a time where it has ever been an objective. Planners discourage developers from building cul-de-sacs or at least try to limit their distances.

**Child** said he has lived in this neighborhood for 30 years, and he understands the situation well. It can be addressed and worked on over time. He appreciates that the two entities have come as a collective body to present a valid concern that deserves a long-term solution. **Isaacson** said the option to have a frontage road coming to an intersection is a better option. **Greenhalgh** agreed, but said UDOT mistakenly doesn't think that option will reduce the traffic on State Street. **Isaacson** said it is a tragedy what UDOT is doing to Farmington.

**Child** said there is a limitation on what Farmington can do with UDOT. Farmington is allowed one voice with UDOT, and they can use it to express the opinions the HPC and Clark Lane Historic District have expressed today. However, UDOT can run right over the top of Farmington, as they have in the past. Farmington was hoping to see which alternative is best, and **Child** doesn't feel they can go to UDOT and tell them neither option is acceptable.

**Greenhalgh** said he would like to have City engineers validate UDOT's traffic study numbers. UDOT says this is a Farmington problem, but Farmington says it is a UDOT problem. **Ames** said they would like to see if the frontage road option would be better to continue on to I-15. She likes the idea of an outside traffic study. Councilmember **Melissa Layton** suggested they speak with Utah State House District 18 Representative **Paul Cutler**.

## **DAVIS COUNTY PROSECUTOR DAVID COLE**

**David Cole** is the chief deputy in the Davis County Attorney's Office, where he often deals with things such as child pornography, aggravated sexual abuse, and arson. But that is his day job. He is also a legally appointed public defender to represent people in the justice court. While Farmington has its own in-house civil attorney, **Cole** is the City's contracted prosecutor for criminal cases. This is the best way to do it, in his opinion, as separating criminal and civil can be difficult. Centerville manages things internally using an hourly wage. West Bountiful and North Salt Lake both have a straight contract.

Farmington is needing his help more and more as its population grows. The City is getting more theft, domestic violence, and tickets written by police. The Utah Highway Patrol (UHP) picks and chooses where they write tickets, and they tend to issue them where they are treated fairly by judges, prosecutors, and police agencies. Those numbers are going up in Farmington, as Davis County gets along well with the UHP.

Since 2016, he has had a 30-day contract with Farmington and serves at the City's request. He feels it is working out, but there is no process to address the increase in caseloads. He is now doing 45% more than he was in 2016. He has asked for an increase in 2019 and 2021, which together resulted in 17% more pay. **Cole** is now asking for an adjustment due to the 23% inflation. **Mellor** said this request has been included in the upcoming budget.

**Cole** has seen how the three Davis County Commissioners are conservative, cost-conscious, and put off tax increases when they can. They are sensitive to their electorate, and any time there is a major tax increase (of 30% or more), they are wrecked at convention. He predicts that the County will have a large tax increase in the near future.

He would like to share some suggestions with elected officials including City Councilmembers. He would like them to send a clear message that there are two different types of taxes: one to adjust for inflation and the other a baseline adjustment in real dollars. The conversation should change so there is a tax increase every year, which necessitates holding a Truth in Taxation public hearing each year. An annual tax increase is needed if only to address inflation. In his life, he has never seen a county or municipality address tax increases like that. Modest tax increases should be done regularly to address inflation, and so they don't need to occasionally do shockingly large tax increases. Cities and counties should change the process and messaging so that they can have better conversations.

## **REGULAR SESSION**

Present:

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

*City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,  
Senior Accountant Kyle Robertson,  
Assistant Community Development  
Director/City Planner Lyle Gibson, and  
Youth City Councilmembers Cannon  
Christiansen and Sarah Miller.*

### **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:17 p.m. Councilmember **Alex Leeman** participated electronically via Zoom. City Attorney **Paul Roberts** was excused.

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

Councilmember **Amy Shumway** offered the invocation, and the Pledge of Allegiance was led by City Manager **Brigham Mellor**.

### **PRESENTATION:**

#### **Allison Dunn will recognize Tyler Gee and Devin Ruston Utah Recreation and Parks Association (URPA) volunteers of the year**

Farmington Recreation Coordinator **Allison Dunn** recognized **Tyler Gee** and **Devin Ruston** for volunteering in the adaptive Junior Jazz program. They were friends throughout high school who were brought back together later in life when they both had children with special needs. They know how to balance competitive nature with fun and encouraging all. Not every City has an adaptive program, and Farmington has had one for 10 years. People come from other counties to be part of the adaptive baseball and basketball programs, which welcome all ages. Councilmember **Scott Isaacson** suggested that the City consider adding adaptive soccer as well.

#### **Student Spotlight: Cannon Christiansen, Farmington Youth City Council**

**Christiansen** was recognized for being an exceptional member of the Farmington Youth City Council. He is one of the first to sign up for service opportunities, and the first to ask if he can help at events. He is kind, dependable, and a great leader.

### **PUBLIC HEARINGS:**

#### **Consideration of an Agreement for exceptions which would accommodate a landscape yard as a home business**

Assistant Community Development Director/City Planner **Lyle Gibson** presented this agenda item. The applicant has the right of first refusal to purchase this Utah Department of Transportation (UDOT) surplus property off the West Davis Corridor (WDC) that is currently zoned agricultural Estates (AE). The zone limits the business activity that is allowed. Based on

the applicant's proposed use, it would require a rezone to change the rules. However, changing the zone may not be desired because the new zone could allow a lot of other uses not appropriate to this site. The Agriculture Planned (AP) District is an overlay designation that may be an option, as it creates unique rules by agreement. Another option could be an exception within the home occupation ordinance. Staff feels the exception route may be best. The resulting Development Agreement would grant or restrict uses.

The applicant's proposal is to store mulch, soil, gravel, rock, cobble, and other landscaping materials in bins on site for trucks to come in and scoop it out, carrying it off site to their projects. The Development Review Committee (DRC) supports the proposed use. The Commission reviewed the proposal and recommended denial. While they thought it made sense at this location, they struggled with the home occupation exception. They want the resident to be on site, and not on property adjacent to where the business takes place. To them, it can't be a home occupation if it is not on site. Therefore, there can't be an exception if there isn't first a home occupation. **Gibson** said the Council's input is needed.

Applicant **Jonathan Miller** (818 S. Shirley Rae Drive, Farmington, Utah) said the WDC had traumatic effects on the community. One day he couldn't get his kids home from school because his road had been torn out. He has the opportunity to close on this property tomorrow. Because of inflation, when he had the opportunity to purchase this property, the funds he had set aside were not enough. Therefore, he will have a mortgage on the property, and he will need the land to generate revenue in order to cover loan payments.

**Miller** said he would like to make use of the property right on the front of the road with exposure on WDC by posting a sign. He is proposing a seasonal (spring to fall) landscaping supply yard here carrying rock, cobble, and other landscaping products. His son has a lawn-mowing and sprinkler repair business and has noticed there is not a supply yard between Salt Lake and Weber counties. With rebates to "flip the strip" and an interest in waterwise landscaping, it makes sense economically to use the property this way, and it would bring a lot of benefits for the City. For example, source materials would be available locally and sales tax revenue would be generated.

He would not be producing the gravel and rock or doing any wood chipping on this property. He would not carry any sand or wood chips. The products would be natural earth products, which fits in with agricultural zoning. The bins to hold the products would be nonpermanent and the parking lot would be a gravel road base. He is not proposing to build a structure on the property. The floodplain slopes to a ditch dug out by UDOT. He figures one delivery truck and 40 customers weekly from local residents and landscaping contractors would make him profitable. UDOT has already improved the road west to Shirley Rae. The area is already zoned agriculture, which carries the possibilities of noise, odor, and dust. He would like the ability to have one person outside the family able to help run the business in case the family wanted to go on vacation together. There would be a phone on the gate so he could walk over when needed.

He does not want to combine the parcels into one lot. If it is one property, it would negatively affect the business loan. In case the land does not produce income, he wants the ability to dispose of the property. As it is now, there are rights to build a home on the second lot in the future. However, that entitlement would be eliminated if the parcels were combined. **Miller** said this is a side business for him, and the size of the property limits the scope of the business.



**Mayor Anderson** opened and closed the Public Hearing at 8:02 p.m. Nobody signed up in person or electronically to address the Council on the issue.

**Gibson** said if the properties were combined, there would still need to be some exceptions to the home occupation to allow outside use of the property. However, there are provisions that would allow for it. If it was one combined property, the Planning Commission would have forwarded a positive recommendation. **Mayor Anderson** said the land could be combined and then bifurcated later, as has been done on Glover. However, this would eliminate the entitlement for a second home.

**Issacson** said there is a catch-all in the home occupation ordinance that allows “anything approved by the City Council.” That would be the clause the Council would rely on to approve this. He noted that the Commission was fine with the actual proposed use. He is also, even though he is usually opposed to businesses in residential areas. This property is on a freeway, and he doesn’t see other possible uses there. Any other option would require the applicant to hire an engineer, which could be a challenge. He would like to follow the ordinance, but even the ordinance contemplates exceptions. This is a gray area. To him, this is a home business as he is running the business from his home.

**Shumway** said she has no problem with the business, but she thinks this is stretching it too far. When the City can do an AP district, then there is no precedence set for future home occupation exceptions that come down the line. However, the AP district requires engineering standards. The Council can grant an exception for engineering drawings since there will be no proposed structure or foundations. If the AP is a better route, that is where the exceptions should be made.

**Gibson** said using AP district standards, it is allowed as an exception. The applicant would need to provide a general development plan. The Council can make a call on what is in the agreement.

**Miller** said the county parcel map shows that the property extends into the WDC. That will change when recording happens, as it has been fully surveyed. **Gibson** said the property is technically a nonconforming lot. **Miller** said he has spoken with both his neighbors, including one who owns tennis courts, about his proposal. They are O.K. with it. They were concerned about the affect rezoning his property could have on their property taxes.

**Child** said there are three homes on that dead-end street, and they chose to live on that street because it was a dead end with zero traffic. The property running tennis lessons changed their quality of life and the uniqueness of living on a dead-end street. The neighbor across the street from the tennis courts said she is not opposed to this new proposal. However, **Child** is worried about large commercial trucks delivering products. He would like an agreement to spell out pick-up and delivery times, as well as vehicle size and weight. While he is not against the proposed use, he is against a commercial/industrial use of the street. The area now needs to deal with moms in mini vans at tennis courts, and it would be bad to combine that with dump trucks on residential streets. That mix of traffic spells trouble. Since this would be a variance, the City can have control of the variables.

**Miller** said it wasn’t a dead-end street until UDOT cut it into one. It was the west side of Farmington. He needs to buy in bulk in order to make the business profitable. He recognizes the challenge of getting deliveries at the same time tennis lessons are being held. His neighbor with the tennis courts did an extensive \$5,000 traffic study to find that his traffic did not impact the

nearest Glovers intersection at all. Those using Google maps think they can use Shirley Rae to get on to the new WDC. In the last two years, this has generated more traffic than the tennis courts.

**Gibson** said if the applicant had to go through the AP district rezone, he would have to start over at the Planning Commission level before returning to the Council again.

**Isaacson** said three councilmembers are O.K. with the actual business. The question is what the right procedure is. He said being 10 feet away from the freeway is a justified finding. If this were anywhere else, it wouldn't be a good idea. Traffic doesn't have to go to Station Park to get out; they can go on Glovers Lane instead.

Councilmember **Alex Leeman** said he doesn't like this use in this location at all, as the area is inaccessible. The good thing about the home occupation is that it expires with the property owner. The AP zone runs with the land. **Leeman** says he disapproves of what is in front of the Council tonight. He would like to have the applicant come back after six months to apply for the AP rezone.

**Gibson** said the Council can put a termination clause in as part of their motion and agreement. **Mayor Anderson** said there could be a "sunset clause" that would require the applicant to come back after a certain amount of time for re-evaluation. Councilmember **Melissa Layton** said she would like a way out if a problem was discovered. She does not know if she would like something like this in her own neighborhood.

**Miller** said if he doesn't close on this property tomorrow, he loses the 10% he already placed as a down payment. He wanted to come before the City Council today despite the negative recommendation from the Planning Commission. Time is of the essence.

**Isaacson** said the Council has to act procedurally on what is before them on the agenda tonight. It doesn't make sense to table this tonight. Anything agreed to verbally is not binding. He likes the suggestion of a term, which would be an automatic chance to revisit the question in two to five years. **Shumway** said that would be binding a future Council. **Child** said he is getting loads of texts from neighbors during the meeting that they are O.K. with the proposed use.

**Motion:**

**Isaacson** moved that the City Council approve the applicant's petition for a home occupation on the property under the exception from the standard home occupation ordinance and that the City Council approve the Development Agreement with two changes:

1. The Development Agreement (DA) is personal to this applicant and that it not run with the land.
2. It is for a two-year term; if it continues or not will be revisited by the City Council.
3. Allow one person outside the family to conduct the business.

**Leeman** seconded the motion.

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

Councilmember Amy Shumway

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

The 4-1 vote carried.

**BUSINESS:**

**Alternative Approval Process, Enactment of a new Section for Chapter 20, Neighborhood Mixed Use (NMU)**

**Gibson** presented this agenda item regarding the NMU zone, which is one of several mixed use zones. Section 140 of Chapter 18 exists for the west side mixed use zones, which allows the City to consider alternative land uses and standards proposed (but not foreseen by the existing underlying zone text) as part of the development process in these zones. No such mechanism is in place for the NMU zone. All land zoned Commercial Mixed Use (CMU) is developed or entitled, and the Business Residential (BR) zone has its own set of unique circumstances. Consequently, a “Section 140” tool is not necessary at this time for these zones. The Planning Commission recommended approval of the proposed Section 180, which mirrors the use of Section 140 used on the west side, on March 21, 2024.

The proposed Section 180 would affect City-owned Old Farm property on Highway 89 and Main Street. All other land this would affect has already been developed. The Council may appreciate the flexibility provided by Section 180 when the Old Farm property develops in the future. This way the City can entertain different ideas about the future development of that land, and work with a developer to establish the rules by agreement.

**Mellor** said the point is flexibility to help define the development the City wants to see at Old Farm. It would take more design work on the front end from the developer in order to get it approved. It is a form-based code element for the City ordinance. This is essentially the same process used to develop the area around the Mercedes Benz.

**Gibson** said unlike Section 140, which requires a minimum of 25 acres, Section 180 does not have a size requirement. He said it is too difficult to say exactly what the City wants developed there, and it would be better to have the flexibility to look at multiple options.

***Motion:***

**Shumway** moved that the City Council approve the ordinance (enclosed in the Staff Report) enacting Section 180 of Chapter 20 of the Zoning Ordinance.

**Finding 1:**

1. The entire NMU zone, created in 2005, comprises a developable area almost completely under one ownership. Conditions have changed since the mid-2000s and the landowner may need greater flexibility now, and in the future, to better meet a continually shifting socio-economic and demographic landscape. The proposed Section 180 offers this flexibility.

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

Mayor Pro Tempore/Councilmember Alex Leeman  
Councilmember Roger Child

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

Councilmember Scott Isaacson  
Councilmember Melissa Layton  
Councilmember Amy Shumway

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

**Requirement to install rapid access key boxes for qualified structures within Farmington City**

**Mellor** presented this agenda item. The City does not currently require rapid access key boxes (known popularly as Knox boxes) on any structure. Quick access to the interior of buildings is essential to extinguish flames, contain hazards, and preserve life. If a building is locked up and an ongoing emergency is unfolding inside, alternative means are used to access the interior.

Rapid access boxes are placed on the exterior of a building and include keys to exterior doors, any locked interior doors, electric panels, etc. The Fire Department has a master key that can be used to access all rapid access key boxes within their jurisdiction. Using keys reduces the property damage that must be inflicted to enter the building, and is safer for City employees and anyone else exiting a building. In situations in which a sprinkler is deployed, rapid access to the interior also mitigates ongoing water damage.

This ordinance does not apply to every structure in the City. In order for a key box to be required, the structure must be one for which the IFC requires a Fire Department access door, fire alarm, or automatic fire sprinkler system. Structures that install such amenities voluntarily are not subject to the key box requirement.

This code mandates that all such structures that are currently existing have a rapid access key box installed by April 30, 2025. This gives property owners one year to make arrangement with the fire marshal before the deadline takes effect. **Mellor** said Knox boxes are commonly used by police to access a property. They are not typically found on homes, but are on commercial buildings and gates to subdivisions. The building owner pays for the installation of the Knox boxes. **Shumway** noted that the costs to install Knox boxes are pretty minimal.

***Motion:***

**Child** moved that the City Council adopt this ordinance enacting section 7-5-020 of the Farmington City Municipal Code related to the installation of rapid access key boxes at qualified structures within the City.

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

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

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

**The Charlotte – Project Master Plan (PMP)/DA, Schematic Subdivision, Schematic Site Plan**

**Gibson** presented this agenda item, reminding the Council this a small project within a larger master plan that is being considered under Section 140 in the Office Mixed Use (OMU) district.

Therefore, the Council has some leverage of elements such as what it looks like. The residential on the south side of the project includes 92 townhome units. Retail uses are being considered on the other side of the property. Previously, Staff requested the item tabled in order to get questions answered.

Cook Lane was built from the adjacent development to just shy of the creek. At that time, the Army Corps of Engineers did not allow Brighton Homes to build the road. This may be the right timing to push the road through now that there will be development on both sides. Terms have been outlined including the developer participating in the construction and design of that facility. The cost will come from the existing cash on hand from the previous developer, and the rest will be paid for by credits from the City.

Another question is access to the property. The City traffic engineer has exhibited a right and left in, but no left turns out. The median will be at the cost of the developer.

To satisfy the low-income housing element, the developer had proposed a rate buy-down. While the Council thought it was unique, the Staff had concerns. Since, Staff has decided that the proposal didn't meet City goals and would not qualify as a method for State reporting. Therefore, the applicant made an alternate proposal in the proposed agreement found on 5.7, page 86 of the packet. The developer is proposing for-sale units platted individually. They will pay a \$200,000 fee in lieu, coming in per the sale of each home. They propose the maintenance of the trail along Shepard Creek, as well as installation and design of the trail itself, as the "some other public benefit" option.

Since last meeting with the City, the developer is further along on a proposal for the commercial side. They are proposing a reception center along the creek, and the business is worried about public trail use interrupting their events. They proposed a public trail on only one side of the creek in this area, using the Cook Lane road connection. Coordination with neighboring property owners will be necessary.

**Isaacson** said he really wants this area to develop with a master plan so it looks congruent with the other assembled 25 acres. **Mellor** said that once the developer combined to get 25 acres, each area was colored for different uses on their master plan. The main focus was on connectivity. Every parcel in West Farmington known as the golden triangle between the Rail Trail and I-15 is now part of some Development Agreement or Master PMP. **Gibson** said now that there is an agreement over all 25 acres, sections of it can be individually considered.

Applicant **Colton Chronister** (426 W. Meadow Drive, Kaysville Utah) addressed the Council, saying they understood the intent of the City and the feedback for them to work with the neighboring landowner. It has been a long effort to get to this meaningful piece, the last 11 acres in this master plan. The residential units will be marketed for-sale.

**Isaacson** said the ordinance calls for 10% of the units to be for moderate-income housing. He feels \$200,000 is not enough to even buy a single unit, so he is not sure where that number came from. The amount offered for the rate buy-down option was \$400,000, and he thought that would be a good idea, as it could benefit eight to nine units. But \$200,000 does not work for **Isaacson**. **Chronister** said the \$200,000 could be broken up into multiple down payment assistance for those who qualify. **Isaacson** replied that that is a good idea, but Farmington doesn't have a

program to administer it. **Child** said Farmington would have to have a qualification program to justify that it would benefit the applicants.

**Chronister** said after sitting with Planning Staff and the City Attorney, they offered \$400,000 for rate buy-downs, not sure if it would check the box according to the State. They have committed resources to the trail and are still open to an additional \$150,000 in rate buy-downs to satisfy the Council.

**Shumway** said she has sat on the Planning Commission and City Council for years, and in that time developers have come in and suggested what they wanted for moderate-income housing. She said now it is time for the Council to take back the reins and say what they envision for moderate-income housing. When Section 140 was first created, Farmington wanted open space throughout the City. Now that Farmington is getting close to buildout, the City has a new affordable housing need. The Council has 100% discretion on this, so they get to dictate what the public benefit is. She doesn't feel Farmington needs more open space or townhomes that cost \$450,000 to \$600,000. It needs affordable housing, and is not getting it. Legislatively, the City is held to provide affordable housing in the City or lose road funds.

Morally, as a Councilmember **Shumway** feels inclined to fight for affordable housing because people are struggling to get into homes. The developer is not entitled to the 92 townhome units, so the City Council should take the reins back and dictate what Farmington wants and needs. She does see the trail as a public benefit, but it is already master planned. The master plan has trails on both sides of Farmington's three creeks. She believes Farmington needs nine deed-restricted, affordable units. Why is the Council not holding to what the ordinance is? The Council gets to choose, but in the past, the developers have chosen. Considering the trail, maybe the City could settle on eight units instead. The City is setting a precedence, and they have not yet gotten deed-restricted units.

**Isaacson** said the ordinance is written so the Council has the ultimate legislative say. As a practice, the Council allows the developer to make their proposals.

**Chronister** said it isn't financially feasible to deed restrict for-sale units. Deed restrictions work only on rental units. They feel a public benefit is to make the housing available as for-sale, attainable units. They are doing as much as they can in today's climate to make the residential units as affordable as possible. They feel they are delivering an attainable product. It is not too often home builders get praise, but they did at the last Council meeting. CW Urban prides themselves on design and delivering something that fits the City. They are now extending the most they can.

**Child** said he agrees that Farmington needs to come up with a program, as no benefit is trickling down to the public yet. He worries about deed-restricted units because there is no way to police or force it, as the developers often retain ownership. **Shumway** said she is not opposed to nine units being leased.

**Child** said Federal Housing Administration (FHA) financing can be affected by these issues, but most townhomes fit within affordable housing price points. **Chronister** said he doesn't have pricing yet for the for-sale units, but prices will be based on between 1,400 to 2,100 square feet per unit. **Child** feels the 1,400 square foot units would fall into the affordable price point if median income is considered as opposed to what single-family homes are selling for. The



definition of affordable housing is kind of gray. If the developer gives the City the money, then it is in the City's control to make sure it benefits the public. He feels there is discomfort in the amount of money currently being offered. He loves the idea of an interest rate buy-down, but that doesn't target the most needed buyers.

**Chronister** said the units have to be owner-occupied to qualify for an interest rate buy-down. Residents would go through a preferred lender, who would report all dollars. He is committed to quarterly reporting to the City. These would be permanent buy-downs for the life of the loan, saving between \$80,000 to \$120,000 in interest.

**Leeman** said for the rate buy-down to work, the people have to first qualify for low-income housing. Otherwise, it is a marketing tactic. He echoes **Shumway**'s concerns about the Council needing to take control of affordable housing. When push comes to shove, Farmington is collecting money for affordable housing, but the City doesn't know what it is going to do with it. The Council needs to have a heart-to-heart conversation. **Isaacson** said it is a great idea, but it is not working very well. The State Legislature is mandating these things and setting their own definitions.

**Gibson** said the State puts together a pick list of 26 options for goals to pursue as a City, but they don't say how many the City must pick. They don't give a number of required units. Farmington has chosen goals such as zoning for more density, encouraging housing in transportation hubs, putting housing in the right places, and preserving affordable housing. The hard question is if it meets the intent of the City ordinance.

The only affordable units Farmington has seen is Evergreen committing 40 units for rent, Wasatch committing 50 units for rent, and **Rich Haws** committing six units for affordable rent. There are no deed-restricted, for-sale units. After a few years, Farmington is getting a feel for how their affordable housing ordinance is working. The fee in lieu calculator speaks to single-family home prices. The average Farmington home is \$900,000, and the (\$500,000) gap between that and an affordable \$400,000 unit is used in the calculator. However, beginning with The Ivy, the cost of just townhomes was considered instead of every home in the City. For example, if the market rate on a townhome is \$500,000, and \$400,000 is affordable, then the gap is \$100,000.

**Shumway** said she is not ready to approve this, as \$200,000 is unacceptable in her opinion. When this project started, Stack had to have commercial first. After COVID hit, the City said putting residential along Burke was O.K. Farmington needs to go back to the original idea that this is a business park, and approve residential at the same time as commercial.

**Mellor** agreed, and said it is the Council's call. He wants to bring up three things. First, many people have worked together to get to this solution including **Chronister**, **Tod**, and the **Cooks**. A plan is better when not done in isolation. Second, there were issues with the road crossing. It is an option to take cash as security to pay for the box culvert. Farmington is obligated to make up the difference from Brighton Homes to the east. The City can only tack on a 10% increase to what it cost at the time. Lastly, every property in this area generates tax increment. The base value for the old homes wasn't a lot. If all the property taxes generated for 20 years, 10% of that goes to affordable housing. A commercial building can bring in \$25,000 annually, and 10% of that goes to affordable housing for 20 years. After running a quick estimate, **Mellor** believes that over 20 years, that will bring \$4 million in to the Redevelopment Agency (RDA). This \$4 million can be bonded against. Something needs to go into the ground by the 2027 trigger date.

**Mellor** said the bigger concern is what Farmington wants to see. The ordinance plagues the State because it is not clear who is going to police this and how. Farmington has tools, and one is to use their property taxes for affordable housing.

**Shumway** said Section 140 needs to go with what the needs are now, not in 20 years from now. For example, open space is not a benefit to the City now.

**Tod Jones** has owned his property for 12 years, and tried to get it under contract for years. Time is of the essence to get a commitment from a reception center along the creek. It will cost millions of dollars, and the landowner may lose out on this opportunity if the City takes time to do a work session.

**Child** said interest can kill a deal. The way to pull the reins back is doing it through Staff, as they are the ones negotiating these commitments. The Council needs to get involved in those Staff discussions if they don't feel it is fair. He feels this is a great fit for the commercial area. Most commercial requires a big square piece of property with a lot of parking up front. Finding a commercial use amenable to a natural waterway is frankly a good thing, and it enhances what the City wants. The landowners have worked together to do everything asked of them, including bringing together a cohesive plan. As he has looked at the site plan, he doesn't have heartburn with it, as it is a happy marriage between residential and commercial use that enhances public access along the creek.

**Shumway** said that when Farmington master planned the North Station area, it was contemplated to have trails on both sides of all three creeks in the area. This will be the highlight of the entire 350 acres. Having trails on just one side of the creek is not in the overall master plan. She is not interested in deviating from the original plan.

**Chronister** said a public trail doesn't enhance the reception center that wants to interact with the creek. Time is of the essence, and his company wants to move to the preliminary plat phase as soon as possible in order to get units in the ground. They have met with Staff and the City Attorney countless times in an effort to create an amazing space. He is committed to engaging with the neighbors on the east side of the creek for immediate trail installation.

**Mellor** said the reception center is the most tenable user most likely to come out of the ground. He suggested language in the Development Agreement that doesn't allow for the townhomes to go in until the commercial permit is pulled.

**Brett and Kate Jones** addressed the Council, saying **Kate** started her wedding planning design business 10 years ago, and now sees the value of opening a wedding event venue. This Cook parcel may be a great opportunity. She is proposing an elevated event center along the creek, and she doesn't want to have people running through during a private event. Considering there may be open containers of alcohol, there may be a danger of having children run through. There are a lot of things they like about this area, and it would be a great backdrop for weddings. A reception center would be better than a sea of retail in the area. The Cook triangular piece of land would otherwise be difficult to commercially develop. They would not be able to move forward with the reception center project if the trail had to run through it.

**Isaacson** said he appreciates the number of parties who came together to negotiate this proposal. As much as he is frustrated seeing residential come in, he believes this is the right place and that



it fits. He likes the outline of the proposal. His concerns are about affordable housing and the trail. He highly respects **Shumway** and the life she has given to trails in Farmington.

**Gibson** mentioned that in some parts of Farmington—such as the Evergreen Apartment building on the far west of the Rail Trail—where the trail is only on the south side of the creek. The Council approved a modification of a bridge in its park, so the trail is partially on one side in that project as well.

**Brett Jones** said it is very expensive to build a bridge to Army Corps standards, in addition to the cost of the land. While they appreciate **Shumway**'s passion, paying \$100,000 to \$200,000 for a bridge on both sides of the property is not feasible.

**Shumway** said Farmington has been screwed over and over and over on trail access over the years, so this is a hard pill for her to swallow. What was going to make this area amazing was the trails and public access. However, the proposed reception center is nice.

**Gibson** noted that maintenance of the trail will be up to the City.

**Chronister** said that they are willing to offer \$200,000 in cash, and an additional \$200,000 in permanent rate buy-downs that will last for 30-year loans. They are happy to provide the City with quarterly reports. To qualify for a rate buy-down, the owner has to occupy the unit. The project offers more attainable housing since the units are for-sale.

***Motion:***

**Isaacson** moved that the City Council approve the proposed PMP/DA, Schematic Subdivision, and Schematic Site Plan for The Charlotte.

**Findings 1-11:**

1. The proposed use and site plan is consistent with the vision for the area identified by the Farmington Station Area Plan.
2. The property is allowed to have deviations considered through Section 140 per the Farmington Station Center PMP adopted in 2020.
3. The number of units is within the range previously identified by planning efforts to project infrastructure needs and traffic capacities.
4. The residential development is near the soon-to-be-built public park, which compliments the use and provides amenities to the future residents of this site.
5. The proposed commercial development would complement the known uses coming into the area.
6. The individually platted townhomes offer the potential for owner occupancy in an area where rental units are the majority.
7. The proposed DA includes a plan which assists the City in pursuing its moderate income housing goals.
8. The project provides a means for completion of Cook Lane.
9. In addition to the \$200,000 cash in lieu, the developer will develop a program satisfactory to our City Attorney for \$200,000 in interest buy-down incentives to make some of the units more affordable.
10. Building permits for the residential cannot be pulled until they are pulled simultaneously for at least one commercial use.

11. The agreement to allow trail on east side from Cook Lane up to Burke is conditioned on the reception center. If this doesn't go, then the question of where the trails go will be revisited.

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

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

The reception drawings will be incorporated into the record. Although **Shumway** voted “aye,” she wishes to say she opposes in spirit. She wants the Council and Staff to be more hard-nosed on holding the reins to Section 140. **Mellor** suggested holding a future work session. **Isaacson** advised that the DA include the correct signing parties.

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Contract modification for Blu Line Designs in the amount of \$90,880 for Administration services, a fresh Topographic Survey, and additional Geotechnical Services.
- Item 2: Amendments to Chapter 3-2 related to the City Manager appointing deputy department heads and the Finance Director appointing a deputy finance director.
- Item 3: Planned Unit Development (PUD) Master Plan Process Changes-Zone Text Amendment Chapter 27 PUD (ZT-3-24) related to the approval process.
- Item 4: Consolidated Fee Schedule Amendment adding \$25 for a resident and \$35 for a non-resident to enroll in a new fishing program.
- Item 5: Surplus of Parcel 070280079 approximately 0.24 acres, including approval of the \$40,000 Real Estate Purchase Contract (REPC).
- Item 6: Correction of Ordinance 2023-21 to remove reference to a 45-foot public utility easement.
- Item 7: Approval of Minutes for March 19, 2024.

***Motion:***

**Child** moved to approve the Summary Action list Items 1-7 as noted in the Staff Report.

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

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

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Mellor** said budget season has started, so he would like to go over talking points with each Councilmember when they are available between meetings. He has a meeting regarding Main Street tomorrow.

**Mayor Anderson and City Council Reports**

**Layton** said the Youth City Council may want to get involved with the Junior Jazz adaptive program. Other youth may want to sign up for the team as a volunteer buddy as well.

**Shumway** said riding a bike on the West Davis Trail recently is awesome, as a lot of frogs are croaking. She asked **Mellor** if Staff had approached residents who are encroaching on trail easements, particularly one home owner west of 1100. She thinks a gentle reminder is in order.

**Mellor** said a form letter could be sent to those identified.

**Child** asked if Farmington had an emergency plan. **Mellor** answered that they do have a detailed one.

The Council showed their appreciation for Senior Accountant **Kyle Robertson** by offering a standing ovation. **Robertson** is leaving the City to take advantage of another job opportunity in Oregon.

**ADJOURNMENT**

***Motion:***

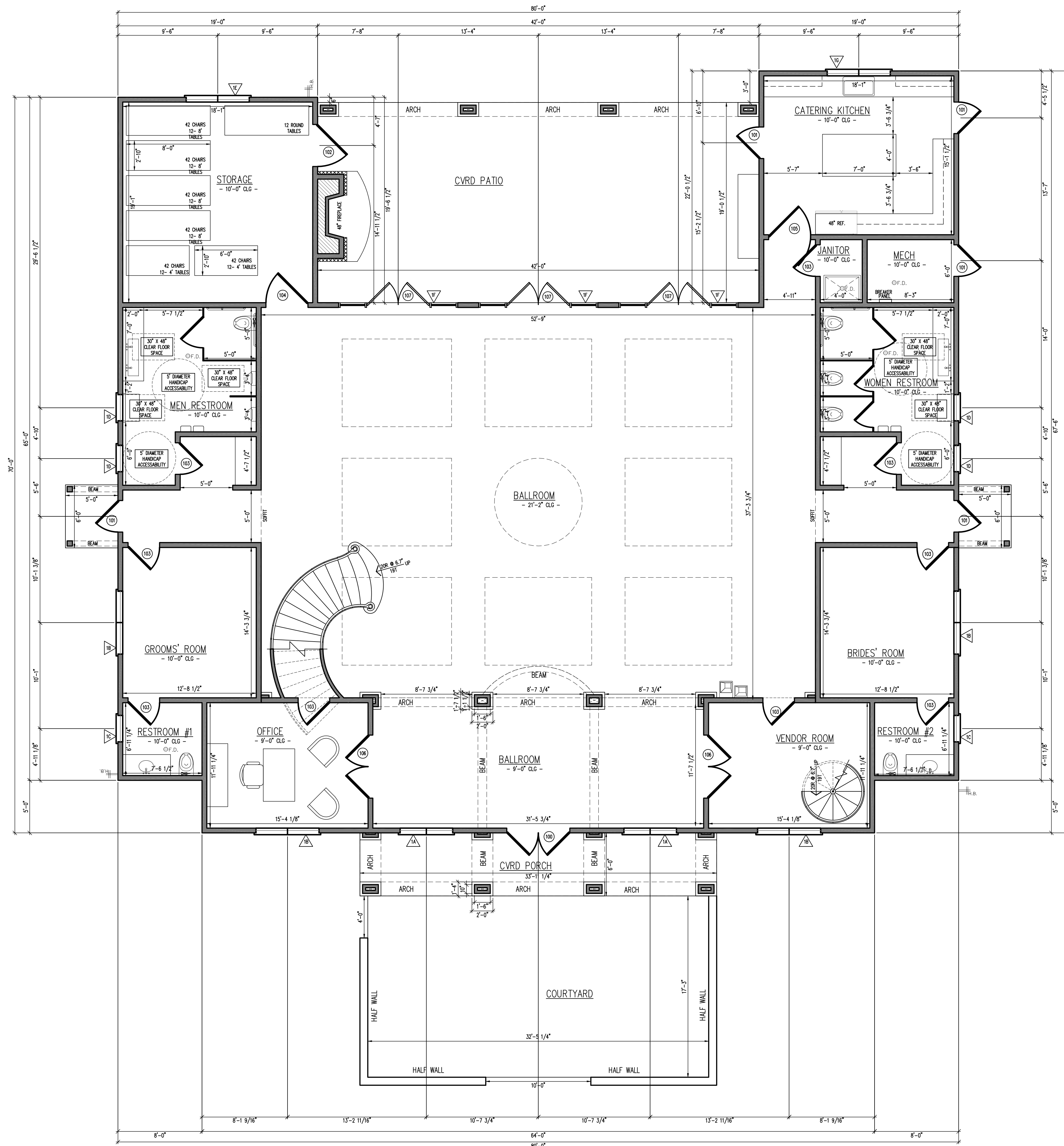
**Leeman** made a motion to adjourn the meeting at 11:02 p.m.

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

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

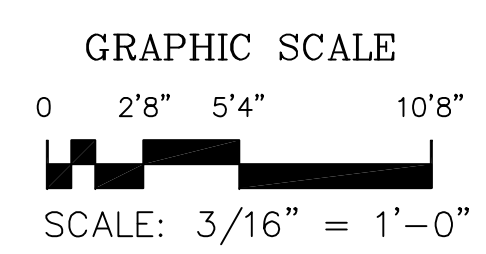
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**DeAnn Carlile, Recorder**



1  
A-3.0

MAIN LVL – FLOOR PLAN  
SCALE: 3/16" = 1'-0"



SQUARE FOOTAGES:	
ASSEMBLY:	2,263 SQ FT
BUSINESS MAIN:	1,605 SQ FT
BUSINESS UPPER:	567 SQ FT
KITCHEN:	282 SQ FT
STORAGE:	503 SQ FT
<b>TOTAL:</b>	<b>5,220 SQ FT</b>
PATIO:	800 SQ FT
PORCH:	204 SQ FT

**James L. Carrpi & Associates**  
 "INNOVATORS OF AWARD WINNING DESIGN"  
 231 EAST 400 SOUTH SUITE #35  
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 www.jamescarrpiandassociates.com

**LOCKE & KEE**  
 MEETS AND BOUNDS  
 657 NORTH AND STATION PARKWAY  
 FARMINGTON, UTAH 84037

ALL WORK PERFORMED ON THIS DESIGN SHALL BE BY A LICENSED CONTRACTOR IN ACCORDANCE WITH NATIONAL AND LOCAL CODES AND REGULATIONS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SPECIFICATIONS AND ASSUME RESPONSIBILITY FOR ANY CHANGES OR STRUCTURAL FAILURES IN THESE DRAWINGS.  
 THESE PLANS, DRAWINGS, AND DESIGNS ARE THE PROPERTY OF LOCKE & KEE AND SHALL NOT BE REPRODUCED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT FROM AN OFFICER OF LOCKE & KEE. THESE PLANS ARE FIELD USE ONLY FOR CONSTRUCTION ON THE SITE DESCRIBED HEREON AND NO OTHER.

PROJECT: LOCKE & KEE  
 PLAN DATE: 04-04-2024  
 DRAWN BY: J.G. & E.M.  
 REVISED BY:  
 REVISED DATE:  
 PLOT DATE:  
 DESCRIPTION: MAIN FLOOR PLAN

SHEET #  
**A-3.0**

PROPOSED CONSTRUCTION:  
MEETS AND BOUNDS  
657 NORTH AND STATION PARKWAY  
FARMINGTON, UTAH 84037

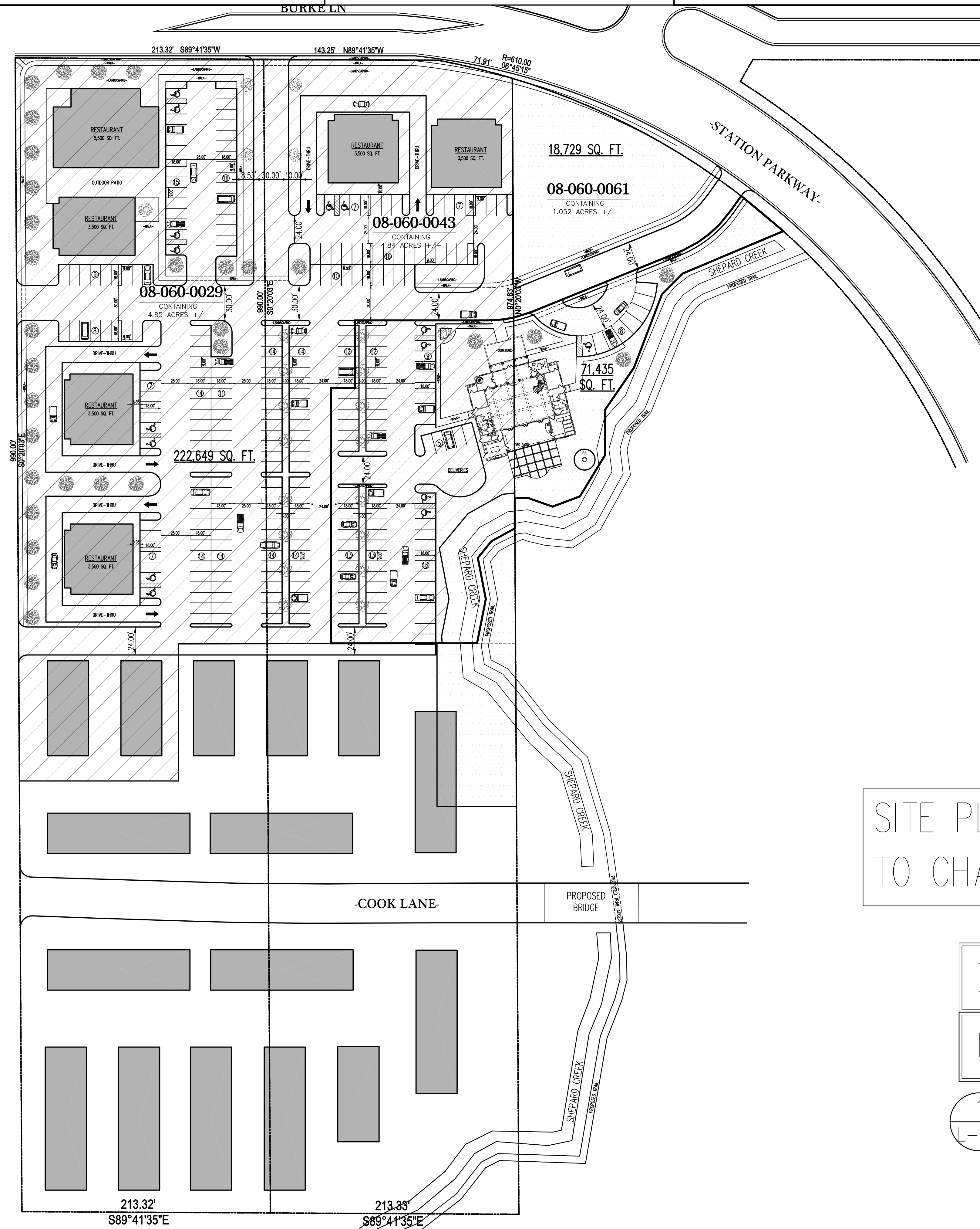
PREPARED FOR:  
NINETEEN PROPERTIES, LLC  
816 SOUTH 800 EAST  
BOUNTIFUL, UTAH 84010  
(801) 875-8840

PREPARED BY:  
JAMES L. CARROLL & ASSOCIATES  
231 EAST 400 SOUTH SUITE #35  
SALT LAKE CITY, UTAH 84111  
(801) 359-8517

FLOOR ELEVATIONS

LEGEND

EXISTING GRADE - - - - - PROPOSED GRADE \_\_\_\_\_



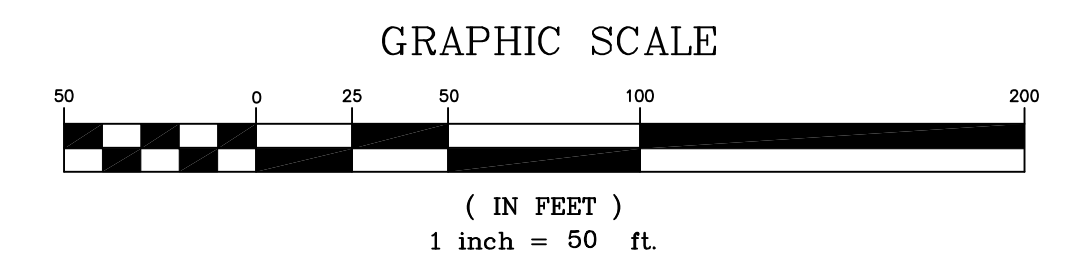
SITE PLANS ARE SUBJECT  
TO CHANGE. (04-09-2024)

TOTAL PARKING SPACES: 299

L&K PARKING SPACES: 81

1  
L-1.0

SITE PLAN  
SCALE: 1" = 50'



NOTE: MINIMUM OF 5% SLOPE AWAY FROM ALL BUILDINGS MINIMUM 10'-0": 2% SLOPE THEREAFTER.  
NOTE: ALL GRADING TO BE IN COMPLIANCE w/ SECTION IRC R403.1.7.3  
NOTE: BOULDER LANDSCAPING NOT TO EXCEED 50% AS PER IBC 3304.1.1 REQUIREMENT.

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**LOCKE & KEE**  
MEETS AND BOUNDS  
657 NORTH AND STATION PARKWAY  
FARMINGTON, UTAH 84037

PROJECT: LOCKE & KEE  
PLAN DATE: 04-09-2024  
DRAWN BY: J.G. & E.M.  
REVISOR: [REDACTED]  
REVISED DATE: [REDACTED]  
PLOT DATE: [REDACTED]  
DESCRIPTION: [REDACTED]  
SHEET #  
L-1.0



PROPOSED CONSTRUCTION:  
MEETS AND BOUNDS  
657 NORTH AND STATION PARKWAY  
FARMINGTON, UTAH 84037

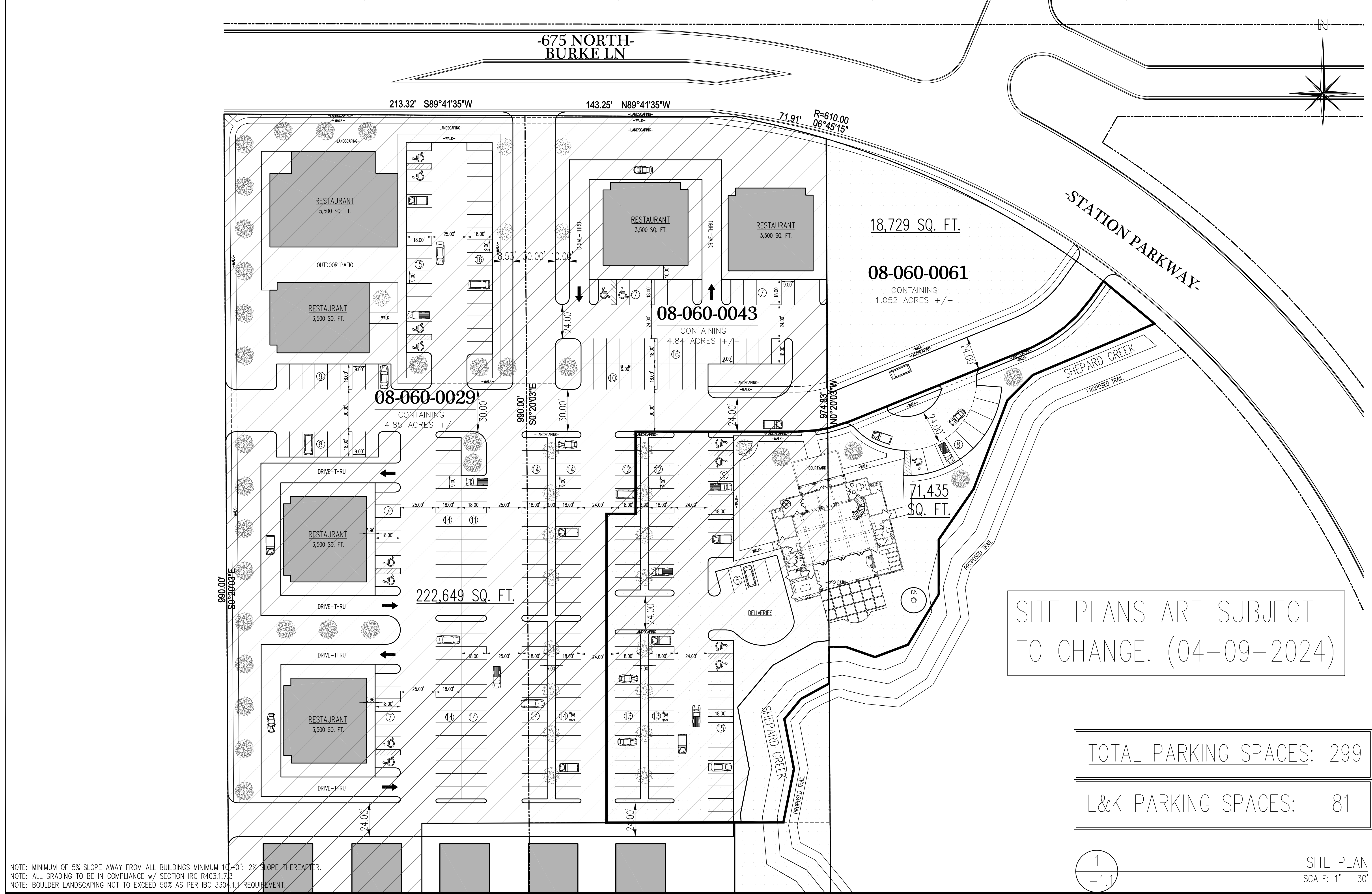
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PREPARED BY:  
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SALT LAKE CITY, UTAH 84111  
(801) 359-8517

FLOOR ELEVATIONS

LEGEND

EXISTING GRADE - - - - - PROPOSED GRADE \_\_\_\_\_



SITE PLANS ARE SUBJECT  
TO CHANGE. (04-09-2024)

TOTAL PARKING SPACES: 299  
L&K PARKING SPACES: 81

1  
L-1.1

SITE PLAN  
SCALE: 1" = 30'

NOTE: MINIMUM OF 5% SLOPE AWAY FROM ALL BUILDINGS MINIMUM 10'-0": 2% SLOPE THEREAFTER.  
NOTE: ALL GRADING TO BE IN COMPLIANCE w/ SECTION IRC R403.1.7.5  
NOTE: BOULDER LANDSCAPING NOT TO EXCEED 50% AS PER IBC 3304.1.1 REQUIREMENT.

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PROJECT: LOCKE & KEE  
PLAN DATE: 04-09-2024  
DRAWN BY: J.G. & E.M.  
REVISOR: [blank]  
REVISOR DATE: [blank]  
PLOT DATE: [blank]  
DESCRIPTION: [blank]  
SHEET # [blank]  
SITE PLAN

L-1.1





Precedent Imagery, final design to be determined



