



160 SOUTH MAIN  
FARMINGTON, UT 84025  
FARMINGTON.UTAH.GOV

## CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, December 17, 2024** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website [www.farmington.utah.gov](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 - 6:00 p.m.**

- Legislative preview with President Stuart Adams
- Discussion of regular session items upon request

### **REGULAR SESSION - 7:00 p.m.**

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

- Invocation - Brett Anderson, Mayor
- Pledge of Allegiance - Alex Leeman, Councilmember

#### **PRESENTATIONS:**

- Musical number by Music in me
- Recognition of Asher Valentin as Student of the Month **2**

#### **PUBLIC HEARING:**

- Consideration of an ordinance to vacate an unimproved section of right-of-way at approximately 1800 North between 1075 West and 1275 West **4**

#### **BUSINESS:**

- Appointment of Austin Anderson as Police Chief beginning February 1, 2025 **13**
- Fire Alarm Ordinance **16**
- Miller Meadows Phase 10 TDR Agreement **24**
- Storm Water Permit and Enforcement Amendments **33**
- Zone Text Amendments to Multiple Sections of the Zoning Ordinance **43**
- Letter of Intent to purchase approximately 16 acres of land on Main Street **53**
- Consolidated Fee Schedule Amendments **58**

#### **SUMMARY ACTION:**

1. Consider approval of Stapp Construction for the Main Street waterline replacement project **87**
2. Consider Stapp Construction for the Shepard Creek well house project **100**
3. Release of Trail Easement on County Property **113**
4. Franchise Agreement with SenaWave Communications **123**
5. Cell Tower Lease Amendment & Extension **148**
6. Monthly Financial Report **176**
7. Ordinance Establishing dates, time and place for holding regular Farmington City Council Meetings **188**
8. Surplus Property **189**
9. Approval of Minutes 11.12.24 and 11.19.24 **190 & 197**

#### **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 December 12, 2024*

# Farmington City Student of the Month

## Asher Valentin



Asher is a one-man cheering machine. I love this example: I had a 3rd grader who wanted to pitch but never had, he was scared and nervous and he walked his first batter with 4 balls in a row. He was upset and crying. We got him settled down, he then struck out the next three batters. We ran off the field and the team was happy and excited and Asher says to Lenny the pitcher, "Lenny you could have quit, but you turned into a pitcher!"

Nomination by: Stan Allen, Farmington Baseball Coach

# CITY COUNCIL AGENDA



## PUBLIC HEARING

AGENDA TITLE: Consideration of an ordinance to vacate an unimproved section of right-of-way at approximately 1800 North between 1075 West and 1275 West

PRESENTED BY: Lyle Gibbons

DEPARTMENT: Community Development

MEETING DATE: December 17, 2024

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 12/17/2024  
**Subject:** Consideration of an ordinance to vacate an unimproved section of right-of-way at approximately 1800 North between 1075 West and 1275 West (STR-5-24).

**OPTIONAL MOTIONS**

**(A) Move that the City Council deny the request to vacate the remaining Portion of the Manning Road right-of-way.**

**Findings:**

- 1. The city has a storm water line in the rear yard of the properties to the south of the subject right-of-way. Staff prefers that the city maintain as much control over the access to this line as possible in the event future repair, maintenance, or replacement work needs to happen.**

**(B) Move that the City Council direct staff to prepare an ordinance with legal description(s) of the right-of-way to be vacated and easement language which addresses the storm water system to be reviewed at a future meeting.**

**Background:**

**In February of 2022 the City Council rezoned property along the 1075 West Frontage Road north of this right-of-way to the LR zoning district. This zoning allows for development of 20,000 sq. ft. lots as a conventional subdivision. The rezone request was being considered in connection with a project on the same property which desired 4 lots. Instead of only two 20,000 sq. ft. lots, alternate lot sizes of 10,000 sq. ft. can be obtained as an alternate standard if the council determines that sufficient additional benefit is provided as outlined in the ordinance.**

**This is relevant background because while looking at the proposed development, the subject right-of-way became part of the discussion. There were a lot of questions about how it related to the amount of property the developer actually controlled and how it related to potential future access or**



development of other properties in the area. Prior attempts to abandon the right-of-way in the 1990's and early 2000 were never completed. Ultimately a deed restricted ADU was approved to qualify the aforementioned project for additional smaller lot sizes in July of 2023, however the developer hired a surveyor to further identify the right-of-way with the understanding that the city may wish to vacate it in order to clean up property lines.

The findings of the survey work to date are that the right-of-way, identified as Manning Road, was originally a 66 ft. right-of-way. The centerline of this 66 ft. runs along the north lot line of lots 222-226 of the Oakridge Park Estates PUD Plat 2 subdivision. The southern half of the original right-of-way appears to be within the rear yards of these properties presumably vacated with the platting of the Oakridge Park Estates PUT Plat 2 recorded in the spring of 1998. Typically when vacating a public right-of-way, the property goes back to the original owner, which most often means that  $\frac{1}{2}$  of the right-of-way goes to one side and  $\frac{1}{2}$  to the other. In this case,  $\frac{1}{2}$  of the right-of-way would go to property owners to the south and  $\frac{1}{2}$  of the right-of-way would go to property owners to the north. As the survey work indicates that  $\frac{1}{2}$  has already gone, the request is to have the remainder go to property owners to the north.

Per Utah Code 10-9a-609.5 (4), The [City Council] may adopt an ordinance granting a petition to vacate some or all of a public street or municipal utility easement if the legislative body finds that:

- (a) good cause exists for the vacation; and
- (b) neither the public interest nor any person will be materially injured by the vacation.

All properties abutting this right of way have been sent a notice of this hearing to consider their input.

While preparing for this hearing, and having a better understanding of where the right-of-way lies, city staff has reviewed the proposal to provide its input on the matter for the consideration of the City Council as follows:

- The property is unimproved and not likely to be used or needed as a street. What is left is more narrow than a typical public street and there are significant slopes. While the property has no surface improvements, there is 1 existing utility system either within or just south of the right-of-way. This utility is a large storm drain line that channels a large amount of water and in some areas is very deep. This type of line may require significant impact to the property to access in the event there is need to repair, maintain, or replace the line. As public right-of-way the city currently has the right to access this system. Should the right-of-way be vacated, an easement would need to be placed over the property granting sufficient access rights. Once ownership is conveyed, there is increased concern for potential new improvements or obstructions over an easement. This may simply create more hardship and cost for the city when doing future work in the area.

- While vacation of the right of way could clean up property boundaries and provide residents more direct control of land, it may also limit development options for properties to the north.
- The project that spurred on discussions around this right-of-way would not gain additional lots with the property, but would have slightly larger lots and more flexibility in how they are laid out.

**Supplemental Information**

- a. Public Hearing Notice
- b. Survey work for Manning Road

Respectfully submitted,



**Lyle Gibson**  
**Assistant Community Development Director**

Review and concur,



**Brigham Mellor**  
**City Manager**

**NOTICE OF PUBLIC HEARING TO VACATE STREET RIGHT-OF-WAY**  
**FARMINGTON CITY**

Notice is hereby given, that on Tuesday, December 17, 2024, at 7:00 p.m., or as soon thereafter as business permits, at the Farmington City Hall, 160 South Main Street, the Farmington City Council will hold a public hearing to consider a request to vacate the an unimproved section of right of way at approximately 1800 North between 1075 West Street and approximately 1275 West (STR-5-24).

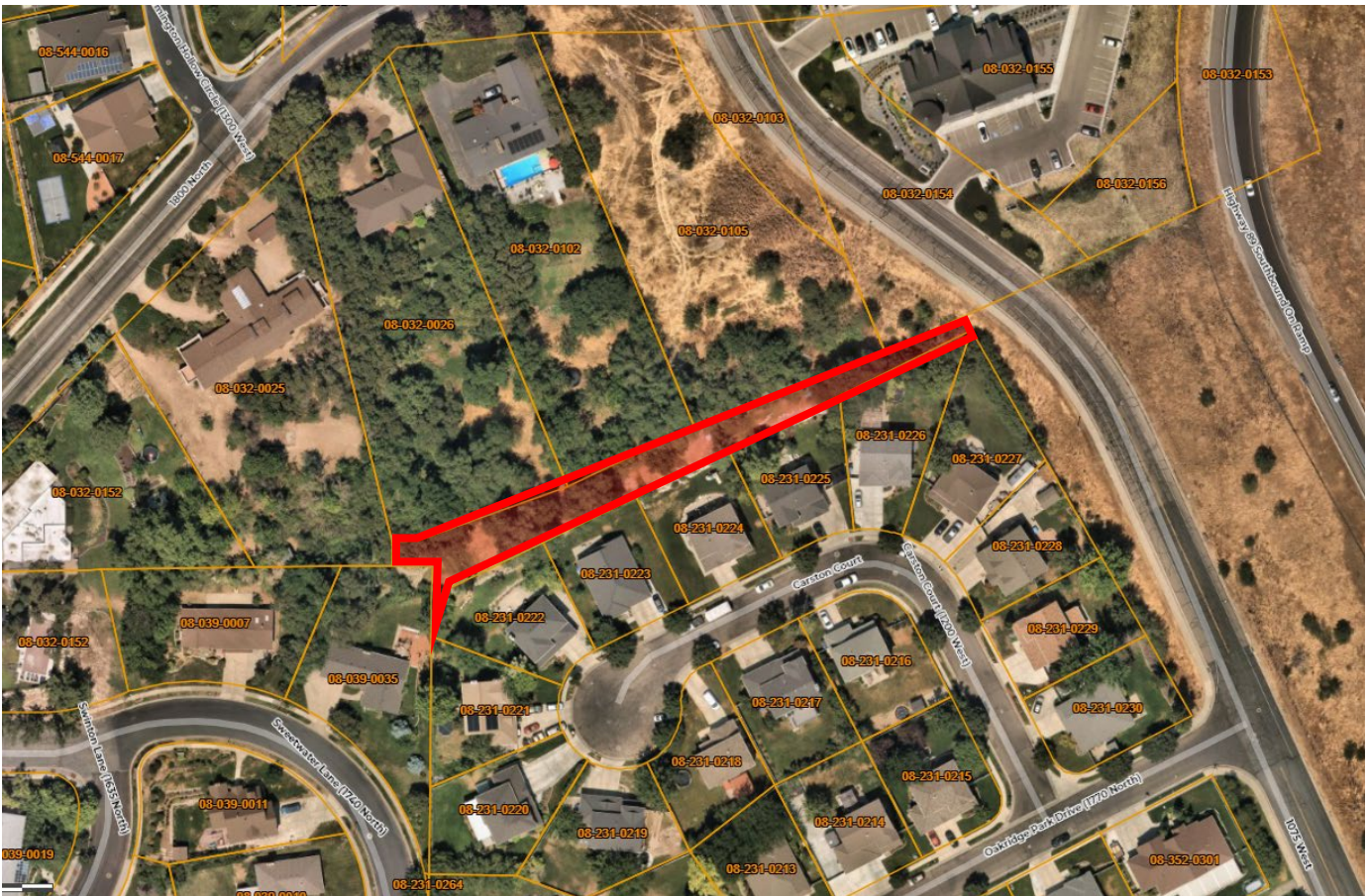
The area under consideration is depicted below in red. As requested, the property would be conveyed to adjacent owners to the north.

The public is invited to attend the hearing and give written or oral comments.

The complete public notice is posted on the Utah Public Notice Website; [www.utah.gov/pmn/](http://www.utah.gov/pmn/), the Farmington City Website; [farmington.utah.gov](http://farmington.utah.gov), and at Farmington City Hall. Copies of the foregoing documents will be on file for public inspection at Farmington City Hall, 160 South Main Street, Farmington, Utah. To request a copy of the public notice, or for additional inquiries please contact Lyle Gibson at Farmington City offices [lgibson@farmington.utah.gov](mailto:lgibson@farmington.utah.gov) and 801-451-2383.

DATED this 6<sup>th</sup> day of December 2024.

/s/ DeAnn Carlile, City Recorder



**CERTIFICATE OF POSTING** I hereby certify that the above PUBLIC HEARING NOTICE was posted at Farmington City Hall, Utah Public Notice Website and the city website on December 6, 2024. DeAnn Carlile, City Recorder











E0954649 WD -008 1992

1875 NORTH ST

1875 NORTH STREET

NORTH LINE OF HALLS DEED

E1741995 WD -0102 2002

E0798499 WD -0103 1987

E2990290 WD -0105 2016DEC

E2589969 QCD 2011 - PAREL 1

E2589969 QCD 2011-PARCEL 2

E0574986 WD -0026 1980

E11077634 QCD-0025 1993

E3074625 WD -0152 2018  
E2630577 WD -0152 2011  
E2630576 WD -0152 2011  
E2589970 WD -0152 2011  
E2589969 WD -0152 2011

E574986 WD -0026 1980  
NORTH LINE OF SUBDIVISION

CENTERLINE OF ROAD

NORTH LINE OF ROAD

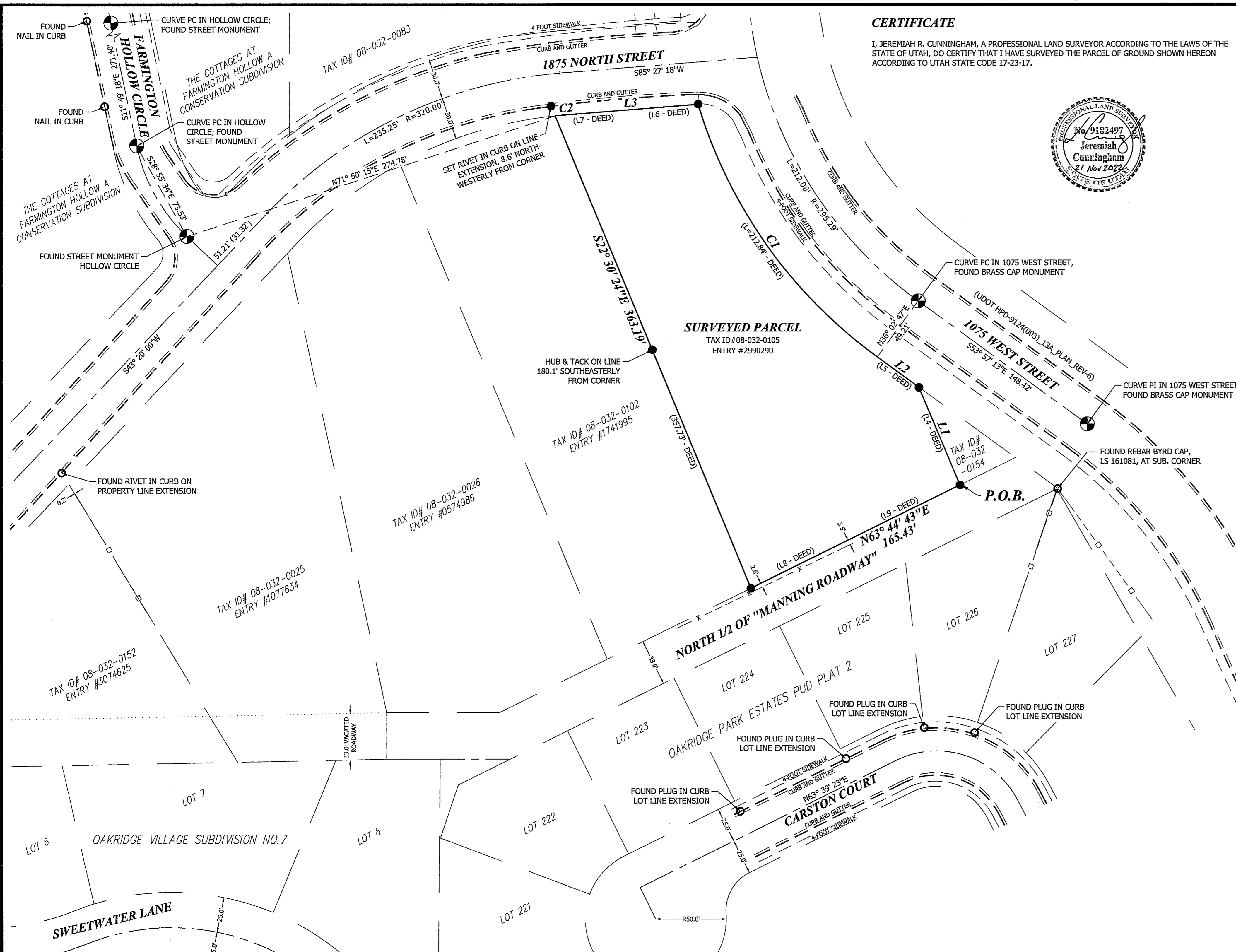
WEST TRK ROAD

NORTH LINE OF A ROAD

POINT BOTH SUBS ARE CL OF ROAD

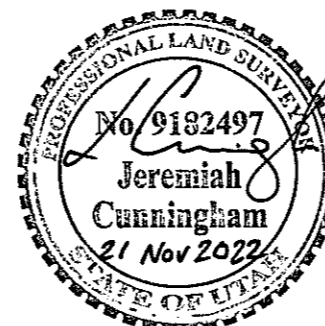


8203



**CERTIFICATE**

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR ACCORDING TO THE LAWS OF THE STATE OF UTAH, DO CERTIFY THAT I HAVE SURVEYED THE PARCEL OF GROUND SHOWN HEREON ACCORDING TO UTAH STATE CODE 17-23-17.



**NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO IDENTIFY AND MARK THE LOCATION OF THE SUBJECT PROPERTY. WE SET THE BASIS OF BEARINGS BETWEEN THE WITNESS CORNER MONUMENTS, AS SHOWN, USING THE BEARINGS IN THE DAVIS COUNTY SURVEYOR'S (D.C.S.) GROUND COORDINATE SYSTEM. WE ROTATED DEEDS TO THIS BASIS, AS NEEDED.

IN ORDER TO LOCATE THIS PROPERTY, WE RETRACED SEVERAL ROADWAYS AND SUBDIVISIONS, AND WE GATHERED EVIDENCE FROM THE ADJOINING PROPERTIES TO THE SOUTH AND TO THE WEST. THE COTTAGES AT FARMINGTON HOLLOW SUBDIVISION (ENTRY #2832083, DAVIS COUNTY RECORDER [D.C.R.]) AND THE FARMINGTON HOLLOW PHASE 1 SUBDIVISION (ENTRY #2878039, D.C.R.); THE "FARMINGTON HOLLOW PLATS", COLLECTIVELY, BOTH OF THE FARMINGTON HOLLOW PLATS HAVE STREET MONUMENTS THAT MATCHED THE RECORD LOCATION FOR THESE SUBDIVISIONS VERY WELL, WHICH ASSISTED US IN LOCATING 1875 NORTH STREET. WE USED UDOT RIGHT-OF-WAY MAPS FOR PROJECT #HDP-9124(003) (SEE SHEET 13A; "UDOT MAP") TO FURTHER VERIFY THE LOCATION AND INTENT OF 1875 NORTH STREET AND OF 1075 WEST STREET.

THERE ARE NO STREET MONUMENTS IN THE OAKRIDGE VILLAGE SUBDIVISION NO. 7 ("OAKRIDGE VILLAGE"; ENTRY #436150, D.C.R.) AND THE OAKRIDGE PARK ESTATES P.U.D. PLAT 2 SUBDIVISION ("OAKRIDGE PARK"; ENTRY #1399646, D.C.R.), SO WE RELOCATED THEM BY SPLITTING ROAD IMPROVEMENTS ON CARSTON COURT, OAKRIDGE PARK DRIVE, ST. ANDREW DRIVE, SWEETWATER LANE, AND SWINTON LANE, ROADWAYS WITHIN THESE DEVELOPMENTS, AND BY LOCATING MANY OF THE ORIGINAL PLUGS THAT WERE SET IN THE CURB LINE FOR PROPERTY LINE MARKERS ON SWEETWATER LANE, WE ALSO LOCATED AN ORIGINAL REBAR FOR THE SUBDIVISION AT THE NORTHEASTERLY CORNER OF THE SUBDIVISION. WE SHIFTED THE RECORD LOCATION OF THESE SUBDIVISIONS SOUTHEASTERLY ABOUT 0.8' TO MATCH ROAD IMPROVEMENTS, BUT WE DID NOT ROTATE RECORD BEARINGS BECAUSE THEY FIT THE ROAD IMPROVEMENTS AND PROPERTY MARKERS VERY WELL ON THE D.C.S. BASIS.

TAX PARCELS #08-032-0152, #08-032-0025, #08-032-0026, AND #08-032-0102 ADJOIN THE SURVEYED PROPERTY TO THE WEST ("WESTERLY ADJOINERS") THE WESTERLY ADJOINERS HAVE VERY LITTLE EVIDENCE OF THE BOUNDARY LINES, AND THERE ARE NO FILED SURVEYS ON THESE PROPERTIES.

THE UDOT MAP INDICATES THAT THE CENTER LINE CURVE OF 1075 WEST STREET HAS A RADIUS OF 90 METERS. ALSO, THE DEED DESCRIBES THE WEST RIGHT-OF-WAY LINE HAS A RADIUS OF 105 METERS. WE DRAFTED A 90-METER-RADIUS, TANGENT CURVE FROM THE LOCATED RIGHT-OF-WAY MARKERS AND OFFSET THE CENTER LINE OF 1075 WEST STREET BY 15 METERS (49.21 FEET), TO ESTABLISH THE EAST LINE OF THE SURVEYED PROPERTY.

THE NORTH LINE OF THE SURVEYED PARCEL AND THE WESTERLY ADJOINERS BOUND TO 1875 NORTH STREET. THE UDOT MAPS SHOWS THAT THE CENTER LINE OF 1875 NORTH STREET FALLS ALONG THE CENTER OF IMPROVEMENTS AND THAT THE CENTER LINE RADIUS OF THE CURVED TRANSITION IS 108.30 METERS (OR ABOUT 355 FEET). THE FARMINGTON HOLLOW PLATS SHOW THAT THIS ROADWAY IS A 60-FOOT-WIDE RIGHT OF WAY WITH A CENTER LINE RADIUS OF 350.00 FEET ALONG THE CURVED TRANSITION. WE FOUND THAT NEITHER RADIUS FIT THE IMPROVEMENTS WELL. WE DETERMINED THE LOCATION OF THIS RIGHT OF WAY BY FINDING THE CENTER OF THE PAVED ROADWAY, AS SHOWN ON THE UDOT MAPS, AND CALCULATING A CENTER LINE RADIUS THAT MATCHED THE ROAD IMPROVEMENTS BETTER (A 320-FOOT RADIUS). THIS RADIUS ALSO ALLOWED A SMOOTH TRANSITION TO THE CENTER LINES SHOWN ON THE FARMINGTON HOLLOW PLATS. WE OFFSET THIS CENTER LINE 30.0 FEET, AS SHOWN, TO DETERMINE THE SOUTH LINE OF THE RIGHT OF WAY AND THE NORTH LINE OF THE SURVEYED PARCEL.

THE WESTERLY ADJOINERS AND THE SURVEYED PROPERTY SHARE COURSES AND CALLS TO EACH OTHER AND TO ROADWAYS. WE FOUND A RIVET IN THE CURB ALONG THE EXTENSION OF A FENCE LINE BETWEEN TAX PARCELS #08-032-0152 AND #08-032-0025. WE DRAFTED A 90-METER-RADIUS, TANGENT CURVE FROM THE LOCATED RIGHT-OF-WAY MARKERS AND OFFSET THE CENTER LINE OF 1075 WEST STREET BY 15 METERS (49.21 FEET), TO ESTABLISH THE EAST LINE OF THE SURVEYED PROPERTY.

THE SOUTH LINE OF THE SURVEYED PROPERTY AND OF THE WESTERLY ADJOINERS MAKE REFERENCE TO A ROAD, WHICH IS SHOWN ON A MAP TITLED "LEVI THORNTON'S SURVEY" (SEE MAP #76, D.C.R.). LEVI THORNTON'S 1877 DEED (BOOK "E", PAGES 393-394, D.C.R.) REFERS TO THIS ROADWAY AS A "ROAD TO WILKINSON'S PROPERTY (MANNING ROADWAY)". WHEN CALCULATED USING RECORD CARDINAL DISTANCES ON LEVI THORNTON'S SURVEY, THE MANNING ROADWAY APPEARS TO BE 1.0 CHAIN (66 FEET) WIDE. COUNTY OWNERSHIP MAPS SHOW THE LOCATION OF THE MANNING ROADWAY INCONSISTENTLY. AERIAL IMAGERY OBTAINED FROM THE UTAH AERIAL IMAGERY COLLECTIONS AND DATA WEBSITE (HTTPS://IMAGERY.GEOLOGY.UTAH.GOV/) CONFIRMS THAT THE MANNING ROADWAY WAS NEVER DEVELOPED IN 1937 OR SINCE (SEE PHOTOGRAPH "1937 AAK 10-3-39 AIR PHOTO" FROM THE FARM SERVICE AGENCY, AGRICULTURAL ADJUSTMENT ADMINISTRATION, 1937 AAK [DAVIS COUNTY, UTAH] COLLECTION ON THIS SITE).

IN MEETINGS WITH FARMINGTON CITY OFFICIALS, WE FOUND THAT THE WESTERLY PORTION OF THE MANNING ROADWAY HAD BEEN VACATED, WHICH APPEARS TO BE SUPPORTED IN THE RECORD FOR THE WESTERLY ADJOINERS. THE CURRENT DEED DESCRIPTION FOR TAX PARCEL #0025 (ENTRY #1077634, D.C.R.) BEGINS TO THE CENTER OF AN OLD, ABANDONED ROAD AND HAS A CLOSING CALL OF 33.00 FEET. A DIMENSION THAT MATCHES THE VACATION OF A 66-FOOT-WIDE ROADWAY. WHEN COMBINED WITH THE RECORD LINE IN THE DEED FOR TAX PARCEL #0125 (ENTRY #2589969, D.C.R.), IT BECAME CLEAR THAT THE WESTERLY CENTER LINE OF THE MANNING ROADWAY FOLLOWS THE NORTH LINE OF OAKRIDGE VILLAGE. WE CONFIRMED THIS THEORY BY COMPARING A 33.0-FOOT OFFSET LINE NORTHERLY FROM THE NORTH LINE OF OAKRIDGE PARK TO THE DEED DESCRIPTION FOR TAX PARCEL #0026 (ENTRY #574986, D.C.R.), PLACED AS DESCRIBED ABOVE, AND FOUND THAT THE OFFSET LINES FIT THE SOUTH LINES OF PARCEL #0026 VERY WELL. THE INTERSECTION OF THESE LINES PLACES THE "P.I." IN THE MANNING ROADWAY VERY NEAR THE RECORD LOCATION DESCRIBED IN ENTRY #574986.

MOVING EASTERLY, THE RECORD LOCATIONS OF THE SURVEYED PROPERTY AND THE WESTERLY ADJOINERS DO NOT TOUCH THE NORTH LINE OF OAKRIDGE PARK SUBDIVISION. THIS SUGGESTED THAT AT LEAST A PORTION OF THE MANNING ROADWAY FELL WITHIN THE OAKRIDGE PARK SUBDIVISION. THE NORTH LINE OF THE OAKRIDGE PARK SUBDIVISION IS DESCRIBED ALONG A FENCE LINE, WHICH IS NO LONGER IN PLACE. HISTORIC DEED DESCRIPTIONS FOR THE OAKRIDGE PARK SUBDIVISION (SEE ENTRY #664055, D.C.R.) DO NOT REFER TO THE FENCE LINE OR THE MANNING ROADWAY AND PLACE THE NORTH LINE OF THE PROPERTY ALMOST 66 FEET FURTHER TO THE SOUTHEAST THAN THE NORTH LINE DEDICATED ON THE OAKRIDGE PARK PLAT.

WE DETERMINED THAT THE ROADWAY COULD NOT BE ENTIRELY INSIDE OR OUTSIDE THE OAKRIDGE PARK SUBDIVISION BECAUSE IT WOULD CHANGE THE DEED DEPTHS OF THE SURVEYED PARCEL AND THE WESTERLY ADJOINERS SIGNIFICANTLY FOR EQUITY. WE SET THE CENTER LINE OF THE MANNING ROADWAY ALONG THE NORTH LINE OF OAKRIDGE PARK SUBDIVISION AND EXTENDED THE PROPERTY LINES OF THE SURVEYED PROPERTY AND THE WESTERLY ADJOINERS TO INTERSECT THE SOUTH LINE OF 1875 NORTH STREET AND THE NORTH LINE OF THE MANNING ROADWAY. WE BELIEVE THAT THE CORRECT CENTER LINE OF THE MANNING ROADWAY FOLLOWS THE NORTHERLY LINES OF THE OAKRIDGE PARK AND THE OAKRIDGE VILLAGE SUBDIVISIONS BECAUSE THIS SOLUTION AFFECTS THE DEED DEPTHS OF THE SURVEYED PARCEL AND THE WESTERLY ADJOINERS THE LEAST, AND IF FARMINGTON CITY WERE TO VACATE THE MANNING ROADWAY, THE SOUTHERLY HALF OF THE ROADWAY WOULD VEST IN SUBDIVISION LOTS THAT HAVE ALREADY BEEN DEDICATED.

**DESCRIPTION**

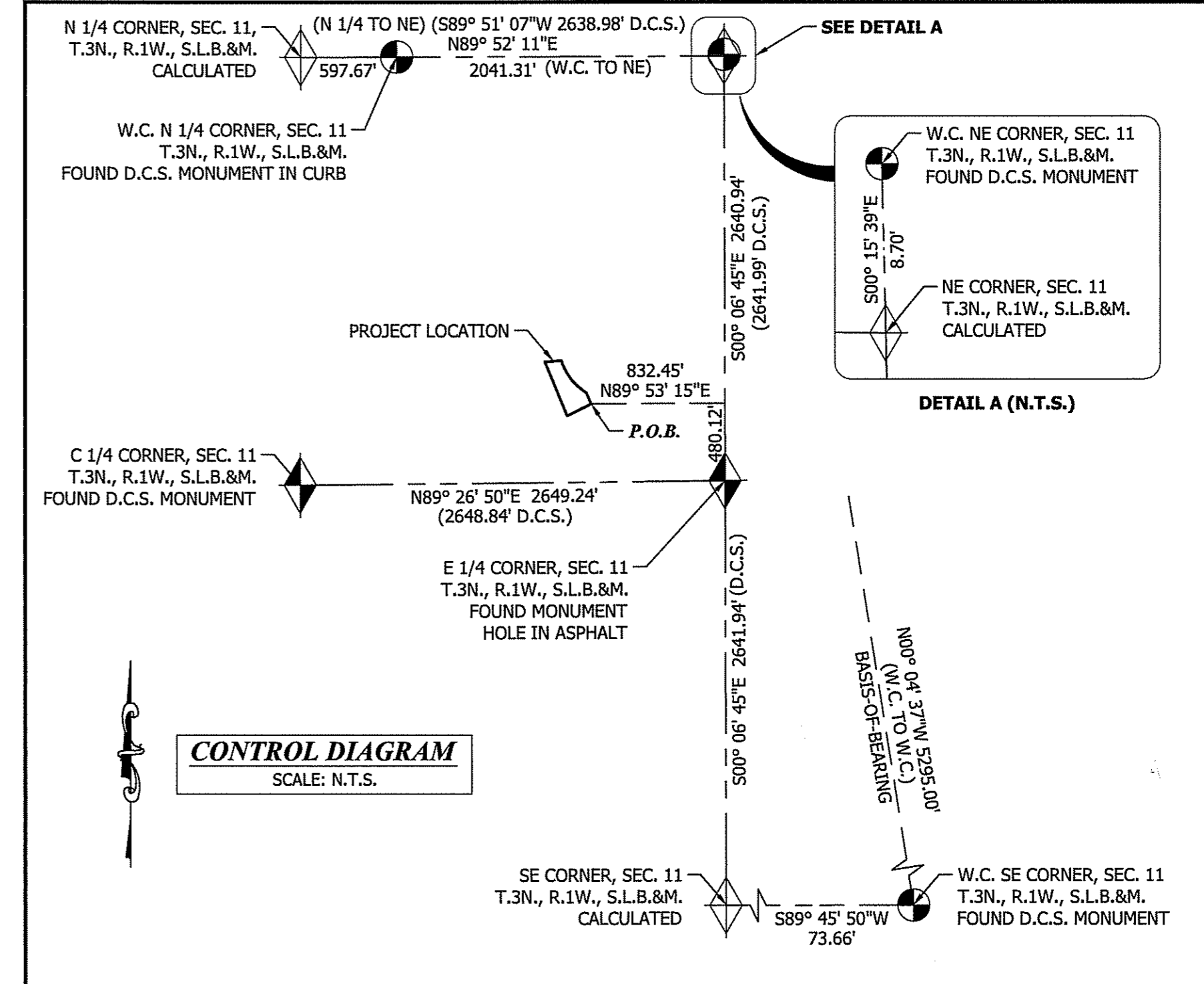
(FROM A WARRANTY DEED, RECORDED AS ENTRY #2990290, DAVIS COUNTY RECORDER'S OFFICE, DAVIS COUNTY, UTAH)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (BEING THE NORTHEAST SIXTEENTH CORNER) OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING SOUTH 00°01'30" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 602.14 FEET, AND NORTH 89°58'30" EAST PERPENDICULAR TO SAID WEST LINE 200.68 FEET TO A POINT WHICH LIES ON THE NORTH LINE OF THE HALLS DEED PROPERTY LINE (BOOK 118, PAGE 623 OF THE DAVIS COUNTY RECORDS) AND THE TRUE POINT OF BEGINNING; RUNNING THENCE ALONG SAID NORTH DEED LINE NORTH 83°47'00" EAST 69.87 FEET TO THE NORTHEAST CORNER OF SAID HALLS DEED; THENCE SOUTH 22°43'00" EAST ALONG THE EAST LINE OF SAID HALLS DEED 335.00 FEET TO THE SOUTHWEST CORNER OF SAID DEED; THENCE SOUTH 65°17'00" WEST ALONG THE SOUTH LINE OF SAID DEED 68.35 FEET; THENCE NORTH 22°30'24" WEST 357.73 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID TRACT OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERLY RIGHT OF WAY LINE OF 1875 NORTH STREET AND THE WESTERLY BOUNDARY LINE OF SAID TRACT, BEING NORTHWEST CORNER OF SAID TRACT, WHICH POINT IS 225.80 METERS (740.81 FEET) NORTH AND 320.139 METERS (1050.33 FEET) WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 11, AND RUNNING THENCE SOUTH 22°21'49" EAST 102.1260 METERS (335.50 FEET) ALONG SAID WESTERLY BOUNDARY LINE TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 65°38'11" EAST 29.535 METERS (96.90 FEET); THENCE NORTH 22°21'49" WEST 25.265 METERS (82.89 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 51°54'21" WEST 11.909 METERS (39.07 FEET) TO A POINT OF TANGENCY WITH A 105.000 METER (344.49 FOOT) RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 64.873 METERS (212.84 FEET) ALONG THE ARC OF SAID CURVE TO THE NORTHERLY BOUNDARY LINE OF SAID TRACT (NOTE: CHORD FOR SAID CURVE BEARS NORTH 34°13'04" WEST FOR A DISTANCE OF 63.847 METERS); THENCE SOUTH 84°08'11" WEST 10.982 METERS (36.03 FEET) TO THE POINT OF BEGINNING.

SURVEYED PARCEL CONTAINS 43,022 SQ. FT. OR 0.988 ACRES



**LEGEND**

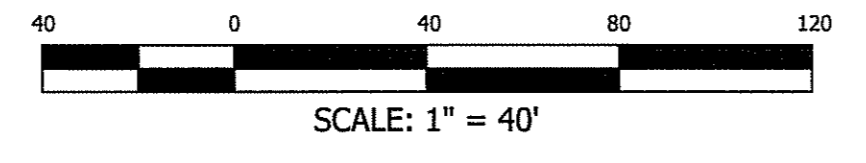
PROPERTY LINE	---
ADJACENT PROPERTY	---
ROAD CENTERLINE	---
SECTION LINE	---
TIE TO MONUMENT	---
CURB, GUTTER, SIDEWALK	---
VINYL FENCE LINE	---
WIRE FENCE LINE	---
RECORD CALLS	( )
SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

**Line Table**

LINE #	DIRECTION	LENGTH
L1	N22° 43' 00"W	75.08'
L2	N53° 57' 13"W	36.63'
L3	S85° 27' 18"W	96.14'
L4	N22° 21' 49"W	82.89'
L5	N51° 54' 21"W	39.07'
L6	S84° 08' 11"W	36.03'
L7	N83° 47' 00"E	69.87'
L8	S65° 17' 00"W	68.35'
L9	N65° 38' 11"E	96.90'

**Curve Table**

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	344.49'	224.11'	037° 16' 29"	N35° 18' 58"W	220.18'
C2	290.00'	5.68'	001° 07' 21"	S84° 53' 38"W	5.68'



1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
www.entellus.com

**Entellus**

**JOEY GREEN**  
APPROXIMATELY 1245 WEST 1875 NORTH STREET  
TAX ID# 08-032-0105  
LOCATED IN THE NE 1/4 OF SECTION 11, T.3N., R.1W., S.L.B.&M.  
FARMINGTON CITY, DAVIS COUNTY, UTAH

DRAWN: JJS 09/19/2022  
APPROVED: JRC 10/13/2022  
PROJECT#: 1982001  
SURVEY 1982001.dwg

**V201**  
BOUNDARY SURVEY

Rev. 11/23/22 #8203 08-032

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Appointment of Austin Anderson as Police Chief beginning February 1, 2024

PRESENTED BY: Brigham Mellor

DEPARTMENT: City Manager

MEETING DATE: December 17, 2024



160 S Main  
Farmington Utah 84025

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Brigham Mellor, City Manager  
**Date:** December 17, 2024  
**Subject:** **Appointment of Austin Anderson as Police Chief beginning February 1, 2025**

The Council is asked to give advice and consent for the Mayor's appointment of Austin Anderson as the new police chief, beginning in February 2025.

### RECOMMENDATION(S)

Staff supports the appointment. A recommended motion is: "I move that the City Council provide advice and consent to the appointment of Austin Anderson as the Farmington City Police Chief, which appointment will be effective on February 1, 2025."

### BACKGROUND

With the announced retirement of Chief Eric Johnsen, the City has need of a new Police Chief. Austin Anderson has worked for Syracuse Police Department for seventeen years, and currently serves as their Assistant Police Chief. He has a breadth and depth of experience that will serve our community well.

Respectfully submitted,

**Brigham Mellor**  
City Manager

**RESOLUTION 2024-\_\_**

**A RESOLUTION DESIGNATING AND APPOINTING A NEW POLICE CHIEF FOR FARMINGTON CITY, UTAH.**

**WHEREAS**, the Mayor and/or City Council for Farmington City have the right to appoint qualified persons to appointive offices as provided in the Municipal Code of the City; and

**WHEREAS**, the City Council desires now to appoint a certain individual to the appointed office as more particularly provided herein below.

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

**Section 1. Appointment.** The following individual is hereby appointed to the following designated office within Farmington City. The person appointed shall serve at the pleasure of the City Council and their appointment shall be subject to the ordinance, rules and regulations of Farmington City, and the laws of the State of Utah.

Farmington Police Chief – Austin M Anderson

**Section 2. Severability.** If any section, 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 sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This Resolution shall become effective February 1, 2025.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 17<sup>th</sup> DAY OF DECEMBER, 2024.**

**ATTEST:**

**FARMINGTON CITY**

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

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



# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Fire Alarm Ordinance

PRESENTED BY: Chad Boshell

DEPARTMENT: Assistant City Manager /City Engineer

MEETING DATE: December 17, 2024

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Chad Boshell  
**Date:** December 17, 2024  
**Subject:** **Fire Alarm Ordinance**

It is proposed that the Council adopt the attached ordinance governing fire alarms. The objective of the ordinance is to encourage business owners to repair or improve their fire alarm systems, reserving public safety resources for actual emergencies.

### RECOMMENDATION(S)

Staff supports adopting this ordinance.

Proposed motion language: "I move that the Council enact chapter 7-12 of the Farmington Municipal Code, related to fire alarms within Farmington City."

### BACKGROUND

The Farmington Fire Department has proposed that the Council adopt an ordinance addressing the growing problem of false fire alarms originating from local businesses. The data we have gathered over the past few years reveals a troubling trend that warrants action.

Since 2021, our department has responded to a total of 5,773 calls. Among these, a total of 861 calls—approximately 15%—were false alarms. The breakdown by year is as follows:

- **2021:** 1,489 total calls; 13% false alarms
- **2022:** 1,831 total calls; 16% false alarms
- **2023:** 1,668 total calls; 15% false alarms
- **2024 (up to June 1):** 785 total calls; 23% false alarms

The sharp increase in false alarms in 2024, where 23% of our calls have been false, is particularly concerning. False alarms not only strain our resources but also endanger our ability to respond to genuine emergencies.

Many neighboring cities have already implemented similar ordinances and fees for non-compliance arising out of excessive false alarms. The ordinance refers to a penalty being assessed for repeat false alarms, which should encourage businesses to repair or replace faulty systems. These fees will appear along with other recommended fees in a separate resolution.

We believe this action will not only help reduce the number of false alarms but also improve our overall response efficiency, ultimately ensuring the safety of all Farmington residents.

Respectfully submitted,



Chad Boshell  
Assistant City Manager/City Engineer

Review and concur,



Brigham Mellor  
City Manager

**ORDINANCE NO: 2024-\_\_**

**AN ORDINANCE ENACTING CHAPTER 7-12 OF THE FARMINGTON MUNICIPAL CODE RELATED TO FIRE ALARMS**

**WHEREAS**, the International Fire Code requires many commercial and industrial facilities to install and maintain fire alarms; and

**WHEREAS**, City Fire Department responds to fire alarms at businesses, when notified of the alarm; and

**WHEREAS**, repeated false alarms due to faulty equipment waste considerable fire department resources and impact the level of service available to the City generally; and

**WHEREAS**, the City Council is authorized to enact ordinances to protect the life and safety of residents and visitors to the City; and

**WHEREAS**, the City Council declares repeated false alarms to be nuisances to the community due to its waste of lifesaving resources; and

**WHEREAS**, the City finds that imposing regulations and penalties for repeated false alarms is a measured deterrence against fire alarm owners allowing their alarms to waste city resources,

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

**Section 1:** Chapter 7-12 of the Farmington City Municipal Code is hereby enacted. A copy of the new chapter is attached as Exhibit A to this Ordinance.

**Section 2: Severability.** If any section, clause, or provision of this Ordinance 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 Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS \_\_TH DAY OF \_\_\_\_\_, 2024.**

**ATTEST:**

**FARMINGTON CITY**

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

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

## **Chapter 12 FIRE ALARMS**

### **7-12-010 PURPOSE:**

A. The purpose of this chapter is to require owners to properly use and maintain the operational effectiveness of fire alarm systems in order to improve their reliability and eliminate or reduce false fire alarms and nuisance fire alarms. The requirements of this chapter shall be in addition to, and not in place of, any requirements imposed by the international fire code as adopted by the city.

B. This chapter governs fire or fire suppression alarm systems designed to summon the Farmington fire department, assessment of fees for excessive false and nuisance alarms, establishment of fire watch for repetitive violation or other authorized reasons, severability of the parts hereof if declared invalid, and provides an effective date.

### **7-12-020 DEFINITIONS:**

As used in this chapter, the following words and terms shall have the following meanings:

**ADOPTED CODES:** Codes adopted by Farmington City

**FALSE FIRE ALARM:** The activation of any monitored fire alarm, monitored suppression alarm, or other fire department notification system which results in a response by the fire department and which is caused by the negligence or intentional misuse of the system by the owner or occupants, employees, or agents thereof, or any other activation of a system not caused by heat, smoke, fire, or water flow.

**FEE:** The assessment of a monetary charge payable to the Farmington City treasurer to defray the expense of responding to a false fire alarm or nuisance fire alarm.

**FIRE ALARM SYSTEM:** A system or portion of a combination system consisting of components and circuits arranged to monitor and/or annunciate the status of a fire alarm, suppression system activation, or signal initiating devices that initiate a response.

**FIRE DEPARTMENT:** The Farmington Fire Department.

**FIRE WATCH:** A person or persons assigned to the premises for the purpose of protecting the structure or occupants from an emergency situation, approved by the Fire Chief. Fire watch may involve some special actions beyond normal staffing. These special actions may include persons trained in fire prevention and detection, use of extinguishing systems, and activation of fire alarms.

**NUISANCE FIRE ALARM:** The activation of any monitored fire alarm, monitored suppression alarm, or other fire department notification system, which results in a response by the fire department, caused by mechanical failure, lack of proper maintenance, malfunction, improper installation, more than once a quarter, or any other response for which emergency officials cannot determine the cause of the alarm.

**OWNER:** Any person who owns the premises in which a fire alarm system is installed. In the event such premises are leased to a third party, "owner" shall mean both the owner of the property and the tenant in possession of the premises, and any responsibilities for the alarm system and fees assessed hereunder shall be joint and several for both owner and tenant.

**PREMISES:** Any building, structure, or combination of building and structures, wherein a fire alarm system is installed. For the purposes of this chapter, the definition of premises shall not include single-family or two-family residential buildings.



SERVE: Delivery via certified U.S. mail, return receipt requested, to both the address of the premises and to the address of the record owner of the premises if different than the address of the premises and available to the enforcement official.

**7-12-030 MAINTENANCE, TESTING, AND INSPECTION:**

A. The owner shall ensure that all fire alarm systems under his or her control are periodically maintained as dictated by the manufacturer's specifications and adopted codes.

B. The owner shall ensure that all fire alarm systems are tested and inspected at least once per year, in accordance with adopted codes.

**7-12-040 FIRE ALARM ACTIVATION AND RESPONSE:**

A. The owner of the premises shall be responsible for all activations of a fire alarm system thereon.

B. A response to the activation of a fire alarm system shall result when any officer or member of the fire department is dispatched to the premises where the fire alarm system has been activated.

**7-12-050 INTENTIONAL FALSE ALARM:**

It shall be unlawful for any person to, knowingly or intentionally, turn in or report to the fire department a false report of a fire, activate a false fire alarm, or tamper with or remove any part of a fire alarm system.

**7-12-060 NOTICE AND SERVICE FEES FOR REPEATED FALSE ALARMS; LATE FEES:**

A. Upon the first and second fire alarm activations in any three hundred sixty five (365) day period, deemed by the Fire Marshal to be nuisance or false fire alarms, the Fire Marshal shall serve notice to the owner of the premises where the fire alarm system has been activated notifying the owner of the false or nuisance fire alarm activation, directing the owner to rectify the cause of the false or nuisance fire alarm, and providing a warning that subsequent alarms may result in the assessment of fees pursuant to this chapter.

B. Additional fire alarm activations within any three hundred sixty five (365) day period, deemed by the Fire Marshal to be nuisance or false fire alarms, shall result in the assessment of fees against the owner in the amounts stated in the Farmington City consolidated fee schedule. The amounts provided in the schedule may be updated annually to reflect the estimated cost of a response.

C. Should any fee assessed pursuant to this chapter remain unpaid in excess of sixty (60) days from the date the fee is billed, a late payment penalty shall be imposed equal to ten percent (10%) of the amount due. In addition, for each calendar month beyond the due date that a payment is late, compound interest of two percent (2%) will accrue monthly until the fee, plus penalties and interest, are paid in full.

**7-12-070 DISCONNECTION OF FIRE ALARM SYSTEM; FIRE WATCH; REACTIVATION:**

A. A premises which is habitually responsible for false or nuisance alarms is subject to a written order to disconnect the fire alarm by the Fire Marshal, served upon the owner and specifying the date on which the owner shall be required to disconnect or deactivate the fire alarm system. This notice may also be served in person. The date of deactivation or disconnection shall be at least fifteen (15) days after the notice is mailed to the owner.

B. Each building affected by the disconnection or deactivation of the fire alarm system, for which occupancy requires a functioning fire alarm, shall be required to establish a fire watch that meets the requirements of the Fire Marshal until the fire alarm system has been returned to service. The Fire Marshal, in his or her discretion, may order a fire watch pursuant to section [7-12-090](#) of this chapter.

C. The Fire Marshal shall have the authority to temporarily suspend the occupancy certificate of the premises until all outstanding repairs are made on the fire alarm system or if the fire watch is not maintained to the satisfaction of the Fire Marshal.

D. A fire alarm system may be reactivated or reconnected upon a finding by the Fire Marshal that the owner of the premises has taken necessary corrective action to remedy the cause of the false fire alarms or nuisance fire alarms at the premises. The owner shall have the burden of showing what corrective action has been taken upon making a request for reactivation.

E. The owner shall be responsible for any inspection and/or testing fees incurred in determining whether the fire alarm system is ready for reactivation. The Fire Marshal shall not approve an order of reactivation or reconnection if the owner has failed to pay any fees imposed pursuant to this chapter or otherwise.

#### **7-12-080 APPEALS:**

A. An owner may appeal the assessment of fees to administrative hearing official pursuant to chapter 3-7 of this code. The filing of an appeal with the enforcement official stays the assessment of the fee until the enforcement official makes a final decision.

B. An owner to whom a notice to disconnect or deactivate a fire alarm system was mailed, pursuant to subsection [7-12-070\(A\)](#) of this chapter, shall be entitled to appeal the order to the administrative hearing officer pursuant to chapter 3-7 of this code. The administrative hearing officer shall review the facts and circumstances and shall determine whether the owner has demonstrated by a preponderance of the evidence that the order lacks substantial evidence or is arbitrary, capricious or illegal. If the administrative hearing officer affirms the order to disconnect or deactivate a fire alarm system, the owner shall have fifteen (15) days after the written decision is served upon the owner to comply with the order. The appeal of an order to disconnect or deactivate shall suspend the effective date of the order until the appeal has been acted upon by the administrative hearing officer.

#### **7-12-090 FIRE WATCH:**

A. If the Fire Marshal orders a fire watch as a result of a fire alarm system being disconnected as provided for in this chapter, or for any other reason authorized by the adopted codes, such fire watch may be at the following levels or may provide specific fire watch requirements at the discretion of the Fire Marshal, which will vary depending upon the uses, occupancy and hours of operation for the premises:

1. Level I: Continuous monitoring of affected area for signs of smoke or fire for the sole purpose of notifying the fire department (dialing 911). This may be effectively carried out

through one or more approved employees of the building owner, security guards, or fire department personnel.

2. Level II: Continuous monitoring of affected area for signs of smoke or fire for the purpose of notifying the fire department and assisting with evacuation. This may be effectively carried out through one or more approved employees of the building owner, security guards, or fire department personnel. These individuals must be familiar with the exiting systems, fire protection systems, and evacuation plan relative to the affected area.

3. Level III: Continuous monitoring of affected area for signs of smoke or fire for the purpose of notifying the fire department, assisting with evacuation, and fire extinguishment/hazard mitigation. One or more fire department personnel will be required. An emergency action plan may also be required.

B. The owner of the premises is responsible for paying all costs associated with establishing a fire watch.

#### **7-12-100 GOVERNMENT IMMUNITY:**

Inspection of fire alarm systems, establishment of fire watches, or any other action provided for in this chapter is not intended to, nor will it, create a contract, duty, or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification or take any other action as provided for herein is hereby disclaimed and governmental immunity as provided by law is retained. Farmington City, its officers, employees, and agents, shall not assume any duty or responsibility for the installation, operation, repair, effectiveness, or maintenance of any privately owned fire alarm system or the maintenance of a fire watch, those duties or responsibilities belong solely to the owner of the premises.

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Miller Meadows Phase 10 TDR Agreement

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: December 17, 2024

**CITY COUNCIL STAFF REPORT**

**To: Mayor and City Council**  
**From: Lyle Gibson – Assistant Community Development Director**  
**Date: 12/17/2024**  
**Subject: Miller Meadows Ph 10 TDR Agreement.**

**RECOMMENDED MOTION**

**Move that the City Council approve the Agreement with Rainey Homes allowing the transfer of 2 lots to the Miller Meadows Phase 10 Subdivision.**

**Findings:**

- 1. The agreement contemplates a value based on a previously reviewed understanding of profit to the developer for the additional lots.**
- 2. The additional lots in the subdivision are compatible with other lots in the immediate area.**

**BACKGROUND**

**Rainey Homes has been developing the Miller Meadows Subdivision for multiple years. They are looking to develop an additional 2 acres of property that has more recently come onto the market which was not part of their initial plans.**

**As they are developing the larger area, Rainey can benefit from available yield or 2 extra lots which haven't already been used in phases 1 – 9. As such, the 2 acres of property may already develop with 4 total lots, but the developer wishes to develop a total of 6 lots.**

**To achieve the 2 extra lots beyond what they would otherwise be permitted to subdivide, they are seeking approval of the attached agreement allowing the purchase of 2 transfer lots through the city's TDR program. The 2 lots represent lots which could have been developed on the city's regional park site. Money used to purchase the rights to develop these lots can then be used for parks.**

**The developer has provided staff with a proforma showing the financial benefit to their project of having 2 additional lots. After reviewing this proforma staff has negotiated a purchase price of the TDRs which represents a 20% share of the anticipated profit that the additional lots add to the development.**

**The purchase price per lot is \$6,477.52**



The developer is also looking into the potential of an SSF within phase 10 to provide a wider range of housing within the project as an additional potential added benefit.

Respectfully submitted,



**Lyle Gibson**  
**Assistant Community Development Director**

Review and concur,



**Brigham Mellor**  
**City Manager**

**Supplemental Information**

- a. Development Proforma
- b. TDR Agreement.

# DRAFT

## TDR AGREEMENT Miller Meadows Subdivision Phase 10

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Rainey Homes, Inc., (hereinafter “Developer”) and FARMINGTON CITY, a Utah Municipal Corporation (hereinafter the “City”).

### RECITALS

WHEREAS, Developer is seeking to subdivide property located within Farmington City, which property is located at approximately 555 West and 400 South, containing approximately 2.08 acres (Davis County Tax I.D. #08-078-0064, more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference (hereinafter the “Property”)); and

WHEREAS, Developer’s Property is zoned AE (Agriculture Estates); and Developer desires to develop a subdivision containing 6 lots, known as Miller Meadows Phase 10, and the City is considering a plat (the “Plat”) for the same, which is set forth herein as Exhibit “B”, attached hereto and by this reference made a part hereof (the “Project”); and

WHEREAS, Owner is proposing that 2 of the 6 lots shall consist of transfer lots, or Transfer of Development Right (“TDR”) lots; and

WHEREAS, Section 11-28-240 of the City’s Zoning Ordinance enables the transaction of TDR’s, at the sole discretion of the City, and the City desires to approve such transfer;

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

1. TDR. Prior to the execution of this agreement, the City created a sending zone on property owned by the City at the location of its regional Park at approximately 200 South 650 West (Davis County Tax I.D. #08-076-0116) enabling the exchange of TDR lots, and the receiving zone is the Property referenced herein.
2. TDR Value and Payment. The value of each TDR is \$6,477.52 the total value of which TDR’s is \$12,954.05 (the “TDR Amount”). The owner must pay the TDR Amount to the City prior to the recordation of the final plat (the “Final Plat”) of the Project.
3. Default. This agreement becomes null and void and hereby terminated in the event the Final Plat approval is not received or the City’s approval expires—the timing of each respective expiration period is set forth in the City’s Ordinance.
4. Binding Effect. The covenants contained within this Agreement shall run with the land, shall be recorded with the Davis County Recorder’s Office, and shall be binding upon the officers, employees, agents, representatives, successors in interest and the assigns of the parties.

5. Assignment. Owner shall not assign this Agreement or any rights or interests herein without the prior written consent of the City, which consent shall not be unreasonably withheld.

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

To the Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the City:

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

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

7. Amendments. Any amendments to this Agreement must be in writing and signed by the respective parties hereto.

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

"CITY"  
FARMINGTON CITY

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

ATTEST:

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

“Developer”

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

CITY ACKNOWLEDGEMENT

STATE OF UTAH )

:ss.

COUNTY OF DAVIS )

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

DEVELOPERS ACKNOWLEDGEMENT

STATE OF UTAH )

:ss.

COUNTY OF DAVIS )

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that they are the record property owner of the subject property and acknowledged to me that they executed the foregoing Agreement.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

**Exhibit "A"**

**Property Description**

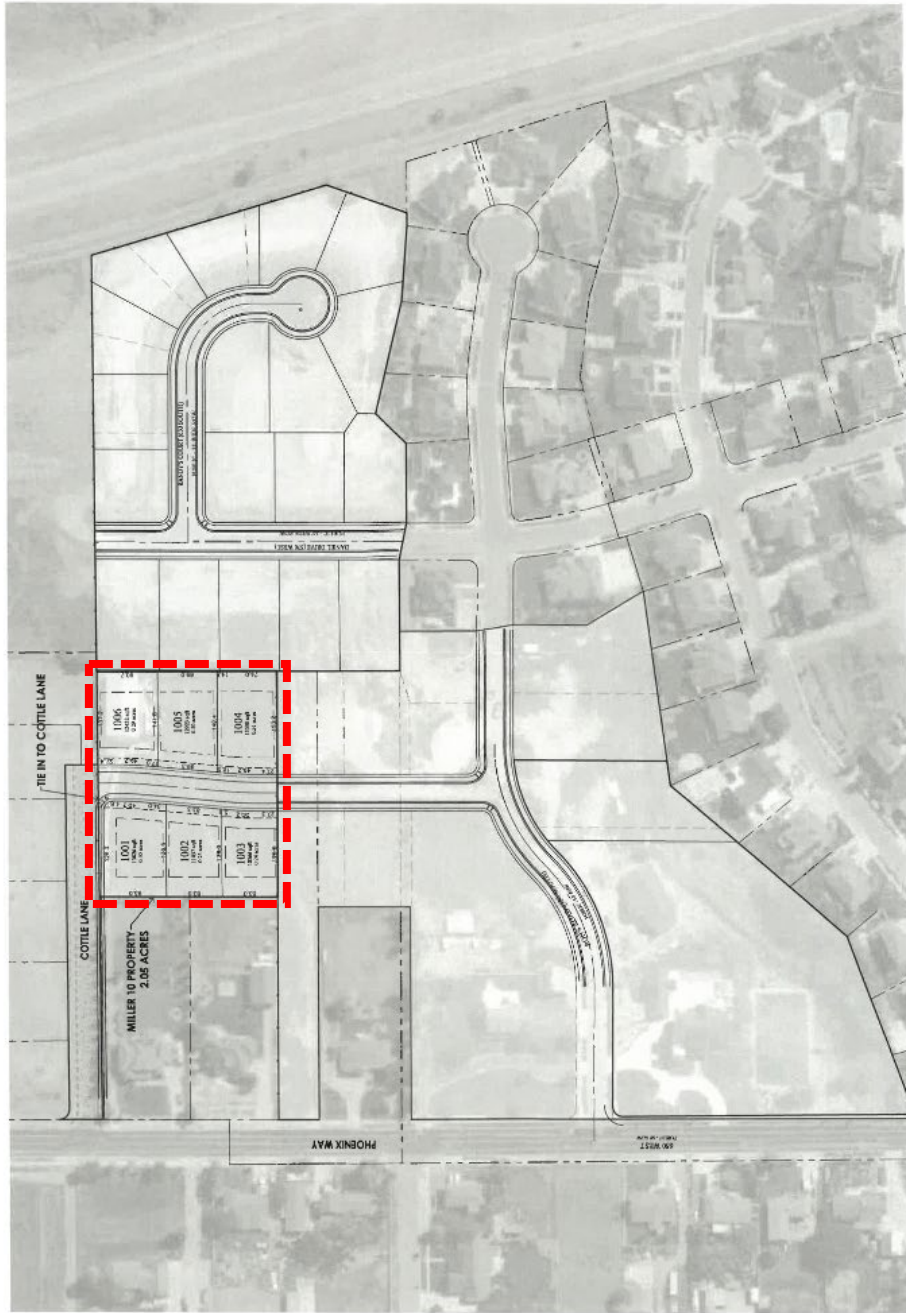
Address: Approximately 400 South and 555 West

Parcel ID: 08-078-0064

Legal Description:

BEG AT A PT E 66 FT & 189.87 FT N & E 330.50 FT OF THE S 1/4 COR OF SEC 24-T3N-R1W, SLM; & RUN TH S 263.88 FT; TH E 336.04 FT; TH N 269.43 FT TO THE EXIST FENCE LINE; TH S 89°31'20" W 336.58 FT TO THE POB. TOGETHER WITH A DESC R/W CONT 2.08 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.)

Plat



PROPERTY OVERVIEW

TOTAL ACREAGE	~283 ACRES
TOTAL LOTS	35 LOTS
TOTAL DENSITY	1.6 UNITS/ACRE
PHASE 7 ACREAGE	11.51 ACRES
PHASE 7 LOTS	11
PHASE 8 ACREAGE	7.08 ACRES
PHASE 8 LOTS	18
MILLER 10 ACREAGE	2.05 ACRES
MILLER 10 LOTS	6

**MILLER 10 PROPERTY concept plan D**  
 FARMINGTON CITY, DAVIS COUNTY  
 10/16/2024  
 20-0397

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

## Miller 10 Property Proforma

6 Lots

Land Cost		
Underground Development Costs	\$	
Development Impact Fees	\$	
City Plat and Recording Fees	\$	
Engineering and Survey Staking	\$	
Rocky Mountain Power	\$	
Dominion Engery	\$	
Total Development Costs	\$	
Finance Costs		
Sales Costs (RE Commissions, Taxes, Closing Costs, Etc.)		
City Warranty Costs	\$	
Contingency	\$	
Total Costs	\$	
Final Total Costs		
Final Cost Per Lot		
<u>Retail Lot Values @ \$345,000</u>		
Retail Value Per Lot		
<b>Total Net Profit</b>	<b>\$ 170,028.78</b>	
<b>Total Net Profit Per Lot</b>		<b>\$ 28,338.13</b>

## Miller 10 Property Proforma

4 Lots

Land Cost		
Underground Development Costs	\$	
Development Impact Fees	\$	
City Plat and Recording Fees	\$	
Engineering and Survey Staking	\$	
Rocky Mountain Power	\$	
Dominion Energy	\$	
Total Development Costs	\$	
Finance Costs		
Sales Costs (RE Commissions, Taxes, Closing Costs, Etc.)		
City Warranty Costs	\$	
Contingency	\$	
Total Costs	\$	
Final Total Costs		
Final Cost Per Lot		
<u>Retail Lot Values @ \$400,000</u>		
Retail Value Per Lot		
<b>Total Net Profit</b>	<b>\$ 105,258.52</b>	
<b>Total Net Profit Per Lot</b>		<b>\$ 26,314.63</b>

Difference In Profit	\$ 64,770.26
<b>TDR Amount (20% of Profit Increase)</b>	<b>\$ 12,954.05</b>

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Storm Water Permit and Enforcement Amendments

PRESENTED BY: Chad Boshell

DEPARTMENT: Assistant City Manager / City Engineer

MEETING DATE: December 17, 2024



## **CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Chad Boshell, Assistant City Manager/City Engineer  
**Date:** December 17, 2024  
**Subject:** **Storm Water Permit and Enforcement Amendments**

Staff has provided recommended amendments in light of HB 507, enacted by the Utah Legislature in its 2024 session.

### **RECOMMENDATION(S)**

Staff supports the change in order to bring our ordinances in conformance with state mandates. The Planning Commission, after conducting a public hearing, voted to recommend approval of these code changes.

Proposed motion language: "I move that the City Council adopt the ordinance amending various sections within Title 16 of the Farmington Municipal Code, related to stormwater pollution prevention and enforcement, and adopt the findings provided in the staff report."

### Findings for Approval

1. The amendments bring the City into compliance with mandatory directives from the State of Utah regarding stormwater pollution prevention permits associated with construction activity.
2. The amendments preserve as much authority as possible for the stormwater official to protect the stormwater systems of the City.
3. The prevention of pollution to our storm water system is an important part of the City's protection of the health and welfare of our residents and the community at large.

### **BACKGROUND**

Construction activity can be a major source of pollutants into the stormwater system, if proper prevention measures are not put into place. As large trucks cross our gutters (which is the storm drain's conveyance system), they can track gravel, dirt, clay, concrete and other contaminants into the gutters and street, which eventually make their way into the storm drain if not cleaned up. As you likely know,

our stormwater drains, unfiltered and untreated, into the wetlands and the Great Salt Lake.

During the 2024 legislative session, the Utah Legislature enacted H.B. 507, which imposed new, significant limitations on cities' ability to enforce provisions of stormwater pollution prevention plans (SWPPPs) associated with construction sites.

Chief among the restrictions is field pre-emption in the realm of stormwater permitting; cities may not deviate from the federal Clean Water Act unless authorized by Utah law. UCA § 19-5-108.3(4). As required by federal law, the City has always required a SWPPP for all construction activity greater than one acre, or less than one acre when part of a larger development, and it will continue to do so. The City also required a land disturbance permit for construction activity smaller than one acre, with similar best management practices (BMPs) to prevent smaller-scale construction activity from introducing pollutants into our system. With the passage of HB 507, we can no longer require that permit. It is being removed from our ordinances.

Another particularly troubling portion of HB 507 affirmatively prohibits the stormwater official from inspecting a construction site in person, unless there is a "documented reason" for the on-site visit. Otherwise, we are required to inspect via "an electronic site inspection tool" by which the contractor submits photographic evidence of site conditions. See UCA § 19-5-108.3(14)-(15). Our code is being amended to match the state standards. It also includes a list of probable "documented reasons" for an on-site visit, in order to give some direction to our stormwater official.

Other restrictions in HB 507 include taking away the ability of the city to stop work, if the developer used a "preferred BMP" on the site which failed. The State is requiring the City to develop and publish its preferred BMPs online. While this is problematic because the proper BMP will vary depending upon topographical variation and the type of work being completed, all of the stormwater officials in the state are working on a way to classify BMPs so that our stormwater systems can be protected as much as possible.

Some amendments are meant to simplify or add subsections for easier reference to the reader.

Due to the stormwater permit amendments being a legislative decision that govern the use or development of land, see UCA § 10-9a-103(34)(a), this code is required to pass through the Planning Commission for a public hearing, before advancing to the City Council.

HB 507 takes effect on January 1, 2025, and cities are expected to have adjusted their codes by that date. If the Council wishes to change the text, those changes should be in the form of a motion with specifically enumerated text amendments.

Respectfully submitted,



Chad Boshell  
Assistant City Manager/City Engineer

Review and concur,



Brigham Mellor  
City Manager

### **16-3-010: CITY STORMWATER PERMIT REQUIRED:**

- A. Except as otherwise exempted under section 16-3-020 of this chapter, any person or entity proposing to disturb one acre or more of ground in connection with any development, land disturbance or construction activity within the city or any person or entity proposing to disturb less than one acre of ground which is part of a larger common plan of development that disturbs one acre or more of ground shall be required to obtain a stormwater permit from the state of Utah ~~and the city of Farmington~~. Such a permit is required to be obtained prior to or in conjunction with the issuance of any demolition, excavation, land disturbance, building, site plan, land use or subdivision permit or approval, or any development or construction activity within the city. ~~A city Land Disturbance permit shall also be required for any building permit for a structure requiring earthmoving, or any earthmoving activity in an environmentally sensitive area unless otherwise waived by the stormwater official. In determining whether to grant a waiver, the stormwater official shall consider the following with respect to the property and circumstances associated with the same: topography, vegetation, wetlands, steep slopes, sensitive areas, high water table, proximity to water channels, creeks, wells or riparian areas.~~
- A.B. ~~The provisions of this chapter shall not be interpreted to conflict with federal or Utah state laws governing stormwater management. If any ordinance conflicts with those laws, then the city code is overridden by the conflicting law.~~

### **16-3-060: PERMIT REVIEW AND APPROVAL:**

- A. The stormwater official and/or city engineer shall review all stormwater permit applications and city SWPPP for compliance with the terms and conditions of this title.
- B. In the event the stormwater permit application or city SWPPP as submitted is deemed inadequate or fails to meet the terms and requirements of this title, the stormwater official and/or city engineer may require additional information or impose additional conditions and requirements on the proposed construction activities to the extent necessary to bring the application and/or plan into compliance with the terms and purposes of this title.
- C. Failure to comply with the terms and conditions of this title shall be grounds for denial of the stormwater permit and/or any development, land use, subdivision or land disturbance permit or approval.

~~B.D.~~ No construction activity, land use or land disturbance activity shall occur on ~~the subject~~ property subject to a requirement to obtain a stormwater permit until a stormwater permit is approved by the stormwater official and/or city engineer.

#### **16-3-120: INSPECTIONS:**

- A. ~~Field~~ inspections may occur during and postconstruction to verify BMPs are built and properly designed and to ensure BMPs are properly maintained.
- B. ~~Pursuant to Utah state law, inspections shall be conducted electronically as described in subsection 19-5-108.3(14) of the Utah Code. On-site inspections are appropriate if the stormwater official has a documented reason justifying an on-site inspection, which include, without limitation, the following:~~
1. ~~Evidence of BMP failures or stormwater contamination in the electronic documentation provided by the permittee;~~
  2. ~~Failure of permittee to provide scheduled photographic or video evidence of each BMP identified on the permittee's stormwater pollution prevention plan;~~
  3. ~~Complaints of stormwater violations or concerns;~~
  4. ~~Written consent from the permittee to on-site inspections for the construction activity;~~
  5. ~~Discovery of discharges into the stormwater system from the permittee's site, which could reasonably be attributed to the permittee's work; and~~
  6. ~~Prior contamination or dishonest activities of the permittee, documented by the stormwater official.~~
- C. ~~Field~~ On-site inspections for compliance with this title and any permits issued hereunder shall be conducted by the stormwater official, the city building inspector, the city ordinance enforcement officer and/or other designated agent of the city. ~~The stormwater official may prepare an inspection checklist to assist in field inspections.~~

#### **16-4-070: TRACKING MUD OR MATERIALS ON PUBLIC STREET:**

- A. It is unlawful for any person or entity to track or drop mud, stones, dirt, concrete, gravel, sediment or other similar materials onto public streets by construction or delivery vehicles.
- B. It shall be the duty of the driver of a vehicle who unlawfully drops or deposits mud, stones, concrete, gravel, sediment or other similar materials or permits the load or any portion thereof to be dropped or deposited upon any public street to immediately remove the same or cause the same to be removed.
- C. It shall be the duty of the driver of any vehicle to clean the tires and vehicle undercarriage of dirt or debris before the vehicle enters onto a paved public street.
- D. Developers, builders and any responsible person shall provide for the cleaning of all construction vehicles on site before the vehicles leave the site. Developers, builders and any responsible person shall be required to bond for protection measure and potential cleanup costs as determined by the stormwater official or city engineer in connection with ~~any city approvals or permits issued for the land disturbance or construction activity~~the stormwater permit.
- A.E. ~~Ifn the event~~ construction traffic causes debris to be dropped or deposited onto public streets in violation of this section, developers, builders and any responsible person shall also be responsible and liable for cleaning the public streets.
- B.F. Curbs, gutters and streets adjacent to construction projects will be inspected by the city for compliance with the provisions herein, as provided in state code and section 16-3-120 of this Code.

#### **16-4-080: WASHING OUT CONCRETE TRUCKS:**

- A. It is unlawful for any person or entity to wash out a concrete truck, including windows, tires and the truck exterior, at any construction site, other than in preapproved designated areas or to discharge waste concrete or concrete truck rinse water, except into preapproved discharge facilities. Dumping of excess concrete at any construction site shall not be allowed.
- B. It shall be the duty of the driver of the concrete vehicle to wash out his or her concrete truck in preapproved designated areas. The driver of the vehicle shall be responsible for cleaning up any concrete or debris deposited on any site in violation of this section.

C. Developers, builders and any responsible person shall provide a preapproved designated area for the cleaning of concrete trucks.

D. Developers, builders and any responsible person shall be required to bond for protection measure and potential cleanup costs as determined by the stormwater official or city engineer in connection with any city approvals or permits issued for the land disturbance or construction activity.

E. In the event a concrete truck is washed out or excess concrete is deposited on any site, the developers, builders and any responsible person shall also be responsible and liable for cleaning up the illegally deposited concrete from the site.

A.F. Projects will be inspected by the city for compliance with the provisions herein, as provided in Utah state code and section 16-3-120 of this Code.

#### **16-4-090: STOCKPILING DEBRIS OR MATERIALS:**

A. It is unlawful for any person or entity to stockpile construction or yard improvement materials or debris in the street, gutter or in any drainage channel (natural or manmade). This includes, but is not limited to, ramps being constructed for temporary access across the existing curb and gutter, stockpiling of topsoil or other fill material, stockpiling of sand, gravel, landscape rock, bark, mulch or any other material that may be considered a source of pollution in the storm drain system.

A.B. Materials stored on a pallet, in a self-contained storage unit, or by other acceptable means, may be preapproved by the stormwater official as a BMP.

#### **16-5-050: STOP WORK ORDER; REVOCATION OF PERMIT:**

A. ~~In the event that~~ If any person holding a stormwater permit pursuant to this title fails to complete the work required under the permit, fails to comply with all the requirements, conditions and terms of the permit, or violates the terms of the permit, the city may pursue enforcement as provided in section 19-5-108.3 of the Utah Code. suspend or revoke the stormwater permit and/or the applicable site development permit and issue a stop work order as is necessary to eliminate any danger to persons or property and to leave the site in a safe condition. If the city issues a stop work order, the permittee, and its subcontractors, shall immediately stop all work on the project, building or permit activity. Except as otherwise authorized by the city, no work shall be conducted on the project, building or permit activity until and

unless the violation has been remedied and the city has issued a reinstated permit. The permittee shall be required to pay a reinstatement fee in accordance with the Farmington City fee schedule.

~~A.B.~~ The city may authorize completion of all necessary temporary or permanent erosion control or stabilization measures and may use authorized bond funds to pay for the same. The permittee shall be liable to the city for all costs and expenses that may be incurred or expended by the city in bringing the property into compliance with the requirements of the permit and any collection costs, including legal fees, incurred by the city. The city may recover these costs through appropriate legal action.

### **16-5-060: ORDER COMPLIANCE:**

Whenever the city finds that a person or entity has violated a prohibition or failed to meet a requirement of this title, the authorized enforcement official may order compliance by written notice of violation to the responsible person, in conformance with subsection 19-5-108.3(11) of the Utah Code. Such notice may require, without limitation:

- A. The performance of monitoring, analyses and reporting;
- ~~B.~~ The elimination of illicit connections or discharges;
- ~~C.~~ An order to stop construction activity, unless the permittee:
  - ~~1.~~ Selected the City's preferred best management practices for the site;
  - ~~2.~~ Implemented and properly maintained the preferred best management practices; and
  - ~~1.3.~~ The violation resulted from a deficiency in the preferred and implemented best management practice.
- ~~B.D.~~ That violating discharges, practices or operations shall cease and desist;
- ~~C.E.~~ The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
- ~~D.F.~~ Payment of a fine to cover~~Recoupment of~~ administrative and remediation costs; and
- ~~G.~~ The implementation of source control or treatment BMPs.



**ORDINANCE NO: 2024-\_\_\_\_**

**AN ORDINANCE AMENDING VARIOUS SECTIONS WITHIN TITLE 16 OF THE FARMINGTON MUNICIPAL CODE, RELATED TO STORM WATER PERMITS AND ENFORCEMENT**

**WHEREAS**, the State of Utah has mandated that cities within Utah modify their practices and ordinances as provided in HB 507 of the 2024 Utah Legislative General Session; and

**WHEREAS**, the City Council finds that the changes proposed are consistent with the directives issued by the Utah Legislature and retain as much police power as possible to prevent the pollution of storm water systems in Farmington City,

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

**Section 1: Amendment.** Sections 16-3-010, 16-3-060, 16-3-120, 16-4-070, 16-4-080, 16-4-090, 16-5-050, and 16-5-060 of the Farmington City Municipal Code are amended, as provided in Exhibit A.

**Section 2: Severability.** If any section, clause, or provision of this Ordinance 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 Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS \_\_TH DAY OF \_\_\_\_\_ 2024.**

**ATTEST:**

**FARMINGTON CITY**

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

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

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Zoning Text Amendments to Multiple Sections of the Zoning Ordinance Regarding ADU's, SSF's and Miscellaneous items

PRESENTED BY: David Petersen

DEPARTMENT: Community Development

MEETING DATE: December 17, 2024

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Dave Petersen – Community Development Director  
**Date:** 12/17/2024  
**Subject:** Zoning Text Amendments to Multiple Sections of the Zoning Ordinance Regarding ADUs, SSFs, and Miscellaneous Items. (ZT-15-24)

### **RECOMMENDED MOTION**

Move that the City Council approve the enclosed enabling ordinance amending Sections 11-2-020, 11-28-200 and 11-17-050 of the Zoning Ordinance, and repealing Section 11-28-110.

### **Findings:**

1. The City enacted a major amendment to its ADU ordinances on July 16, 2024, including, among other things, the creation of a subordinate single-family dwelling, or SSF. Now after 5 months since its passage the modifications in the attached enabling ordinance will help in its continued implementation. Reasons in support of these changes include, but are not limited to the following:
  - a. Setbacks for an SSF lot must follow the building code, and the proposed changes to the definition of a DADU ensure that the Zoning Ordinance is consistent with the building code.
  - b. The amendment removes a “design and character” paragraph and “architecturally compatible” language which are difficult to objectively consider as part of the site plan review process and enforce during and after construction.
  - c. In the past the City has been able to meet its decades long min. 850 sq. ft. dwelling size because the ordinance does not dictate the minimum size of dwelling units (such as apartments or ADUs) within a dwelling. Prior to July, the code limited “dwellings” to single-family, two-family, and multiple family dwellings. However, an SSF is now a new type dwelling, not a dwelling unit, yet it is anticipated that some SSFs (like existing DADUs) may be less than 850 sq. ft. Additionally, it is legally questionable whether a zoning ordinance can contain a minimum size standard for dwellings.



Existing definitions in Chapter 2 of the Zoning Ordinance related to dwellings and dwelling units include the following

DWELLING: Any building or portion thereof which is designed for use for residential purposes, except hotels, apartment hotels, boarding houses, short-term rentals and/or rooming houses, tourist courts and automobile house trailers.

DWELLING, MULTIPLE-FAMILY: A detached building containing three (3) or more dwelling units.

DWELLING, SINGLE-FAMILY: An attached or detached building designed for the occupation exclusively by one (1) family.

DWELLING, TWO-FAMILY: A detached building containing two (2) dwelling units.

DWELLING UNIT: One (1) or more rooms connected together, but structurally divided from all other rooms in the same building and constituting a separate independent housekeeping unit which may be used for permanent residential occupancy by humans, with facilities for such humans to sleep, cook and eat.

- d. The “or any other yard” phrase of the OTR zone text (Chapter 17) may make placement of some ADUs/SSFs cumbersome, and staff cannot recall the last time they considered “any other yard” in the placement of a garage or other accessory building.
  - e. Typically, subdivisions must be recorded to enable the issuance of most building permits for dwellings. As some developers look to record plats to include SSF lots, consistent with such subdivision recordations, and to meet City moderate income standards if necessary, they are prevented from doing so because the current ordinance does not allow for an SSF lot until after the issuance of a certificate of occupancy for the SSF. A deed restriction represents a good way to resolve this issue—even for the owners of existing lots who wish to pursue an SSF.
2. As in July, the proposed changes support and further objectives of the City’s Affordable Housing Plan--an element of the General Plan, and many of the changes clarify and/or memorialize long-held practices and interpretations by the City.

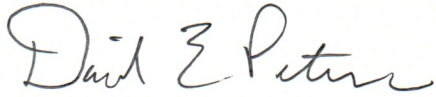
## **BACKGROUND**

On November 14, 2024, the Planning Commission recommended that the City Council approve the zone text changes set forth in the enabling Ordinance and findings as part of the motion.

**Supplemental Information**

a. Enabling Ordinance

Respectfully submitted,



David Petersen  
Community Development Director

Review and concur,



Brigham Mellor  
City Manager



**FARMINGTON CITY, UTAH**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 11-2-020, 11-28-200, and 11-17-050 OF THE FARMINGTON CITY ZONING ORDINANCE REGARDING ADUs, SSFs, and OTHER MISCELLANEOUS ITEMS, AND REPEALING SECTION 11-28-110 TITLED “MINIMUM SIZE OF DWELLINGS”.**

**WHEREAS**, the Planning Commission held a public hearing in which the text changes proposed to the Zoning Ordinance 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.** Specific definitions in Section 11-2-020, Sections 11-28-200, 11-28-110, and 11-17-050 E. 1. of the Farmington City Zoning Ordinance are hereby presented, amended, or repealed as set forth in Exhibit “A” attached hereto and by the reference made a part hereof, subject to necessary renumbering of existing Sections after Section 110 of Chapter 28.

**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 17<sup>th</sup> day of December, 2024.

**FARMINGTON CITY**

\_\_\_\_\_  
Brett Anderson, Mayor Pro Tem

**ATTEST:**

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



## Exhibit "A"

### 11-2-020: DEFINITIONS OF WORDS AND TERMS:

ACCESSORY DWELLING UNIT (ADU): A Detached Accessory Dwelling unit (DADU) or an Internal Accessory Dwelling Unit (IADU) both as defined herein.

ACCESSORY DWELLING UNIT, DETACHED (DADU): A detached dwelling unit consisting of all or any part of a detached accessory building, **as defined by the Building Code**, to a single-family dwelling ~~not physically connected in any way to the single family dwelling which is architecturally compatible to the neighborhood and single family dwelling~~ and located on the same lot, ~~or on a DADU parcel.~~

ACCESSORY DWELLING UNIT, INTERNAL (IADU): An attached dwelling unit within, or adding to, the footprint of a single-family dwelling ~~and is architecturally compatible with the single family dwelling and neighborhood.~~

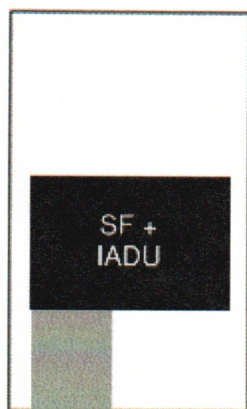
### 11-28-200: ACCESSORY DWELLING UNITS (ADUs):

- A. Purpose: The purposes of this section and any rules, regulations, standards and specifications adopted pursuant hereto are:
1. Minimal Impacts: To accommodate such housing in residential neighborhoods with minimal impacts on the neighborhood in terms of traffic, noise, parking, congestion, proximity to neighboring dwelling units, and compatible scale and appearance of residential buildings.
  2. Decline In Quality: To prevent the proliferation of rental dwellings, absentee ownership, Building Code violations and associated decline in quality of residential neighborhoods.
  3. Terms And Conditions: To set forth standardized terms and conditions for ADUs and procedures for review and approval of the same.
- B. Applications. Applications for an IADU shall be submitted and reviewed by the Planning Department.
- C. Allowed Use: ADUs may be an allowed use as designated by the underlying zone(s) found in this title.
- D. Standards: The following standards and conditions shall apply to all ADUs, and Detached Accessory Dwelling Units (DADUs) or Internal Accessory Dwelling Units (IADUs) as specified, in addition to any terms and conditions of approval as imposed by the Planning Department or the Planning Commission during the permitted use, conditional use permit, or subdivision process:
1. Location, **Height, and Footprint**: An ADU shall only be allowed as part of, or in conjunction with, a single-family dwelling, and DADUs shall meet the height and building footprint area standards of the underlying zone for accessory buildings.
  2. Number: A maximum of one ADU shall be allowed per single-family dwelling except as provided for in subparagraph F below. An ADU shall contain no more than one dwelling unit.



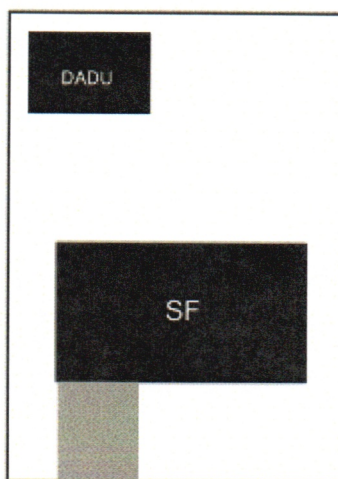
3. Parking: At least one off-street parking stall shall be provided for the ADU. Such parking stall must be in addition to all off street parking requirements for the primary single-family dwelling on the lot and shall conform with the City parking standards specified in this title.
- ~~4. Design And Character: The ADU or IADU shall be clearly incidental to the single family dwelling, and shall not adversely affect the residential character of the surrounding neighborhood. An IADU shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.~~
54. Size: DADU shall be equal to or subordinate to the footprint of the original Single-family dwelling. An IADU shall be equal to or subordinate to the floor area of the original single-family dwelling.
65. Lot Size:
  - a. The creation of an IADU is prohibited if the lot size\containing the primary dwelling is less than six thousand (6,000) square feet in size.
  - b. The creation of a DADU is prohibited if the lot containing the primary dwelling is less than ten thousand (10,000) square feet in size.

**IADU Example**



- Owner must live on-site.
- Lot size  $\geq$  6,000 sq. ft.

**DADU Example**



- Owner must live on-site.
- Lot size  $\geq$  10,000 sq. ft.

\*SF = Single-Family Dwelling

76. Construction Codes: The ADU shall comply with all Construction, Housing and Building Codes in effect at the time the ADU is constructed and shall comply with all procedures and requirements of the City building regulations.
87. Foundation: The ADU must be adequately installed and secured to a permanent concrete foundation in accordance with the building codes, as adopted and amended by the city.
98. Occupants: The ADU shall be occupied exclusively by one family.
109. Occupancy: Either the single-family dwelling or the ADU shall be owner occupied.
104. Temporary Absentee Ownership:



- a. Temporary absentee property ownership may be allowed due to circumstances, such as military assignments, employment commitments, family obligations and quasi-public service.
- b. Notwithstanding the foregoing, the maximum time period allowed for temporary absentee property ownership shall not exceed twelve (12) months. In the event such temporary absentee property ownership occurs, the property owner may rent both the ADU and the primary dwelling to unrelated third parties as defined herein.
- c. The zoning administrator may extend the twelve (12) month temporary absentee owner period when the property owner can provide sufficient evidence that the circumstances justifying the exception will last longer than one year. The zoning administrator may not authorize a temporary absentee ownership unless the application includes a definite termination date of the temporary absence.
- d. An unrelated third party is any person who is not related to the primary owner of a dwelling within 3 degrees of consanguinity.
- e. This subsection does not prohibit the occupation of a primary dwelling or ADU by a related party, or a domestic partner of the property owner, during a period of the property owner's absence.

112. Notice Of ADU: Farmington City may record a notice in the office of the Davis County Recorder on the lot in which the ADU is located. The notice shall include:

- a. A statement that the lot contains an ADU; and
- b. A statement that the ADU may only be used in accordance with the City's regulations.

The City shall, upon recording the notice deliver a copy of the notice to the owner of the ADU.

- E. Site Development: Upon consideration of approval of a permitted use, or a conditional use permit, for an ADU, an application for site development shall be submitted in accordance with the provisions of chapter 7 of this title.
- F. DADU Ownership: The DADU owner may be different or the same as the owner of the single-family dwelling, including but not limited to a lot split. The DADU owner may own or acquire an interest in the DADU where such interest is memorialized in a writing, that it is a legally enforceable and binding instrument fully describing the legal obligations between the owner of the single-family dwelling and the owner/proposed owner or interest holder as well as their respective successors in interest in the DADU in such a form and manner as will run with the land. Such instrument shall be in recordable form and shall be recorded with the office of the county recorder as a condition of issuance of any building permit or certificate of occupancy by the city. Ownership may include transfers to successors in interest to the original owner where the original owner retains ultimate control of the DADU such as to a wholly owned corporation or living trust where the owner is both grantor and trustee and the like. All such instruments must be approved by the city attorney as to form and content prior to recordation. Standards for any such DADU created under this Section are as follows:

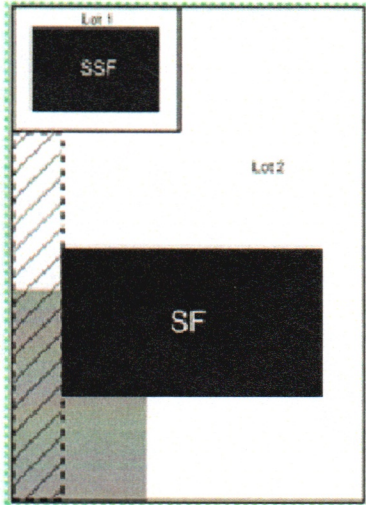


1. SSF: A Subordinate Single-Family dwelling (SSF) is a DADU held in separate ownership from owner of the single-family dwelling, which ownership includes land separate from the **single-family dwelling-DADU**.
2. DADU Parcel: A defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, and other requirements of the underlying zone.
3. DADU Parcel Compliance: An SSF and a single-family dwelling shall comply with the definition of a DADU parcel.
4. Land Use Approvals/Permits: Any subdivision and building permit necessary to enable an SSF must follow the building code, the city's subdivision process, and other rules and regulations of the Farmington City Code.
5. Separate Utilities Required: As part of the subdivision and building permit process, the owner of a DADU shall provide separate culinary water and sewer laterals, and other utilities (and if necessary a separate connection for secondary water), as well as customary metering, prior to occupancy of the SSF, and shall provide easements acceptable to the City for the same prior to or concurrent with the recordation of the subdivision. In the event separate utilities for the DADU are not installed, or approved by any or all respective service providers, the owner of the single-family dwelling shall not offer the DADU for sale as an SSF and the city shall not approve the subdivision of the property.
6. Parking and Access Easements: If an SSF lot frontage on public or private right-of-way is not wide enough to accommodate parking or pedestrian access, or if an SSF lot has no frontage, the owner of the single-family dwelling lot shall provide parking and pedestrian access easements, acceptable to the city, to the owner of the SSF prior to or concurrent with the recordation of the subdivision.
7. Certificate of Occupancy: A property owner, or the City, shall not record a subdivision to enable an SSF until the City has issued a certificate of occupancy for the SSF, **unless a deed restriction, acceptable to the City, is recorded concurrent with the newly created vacant lot which states:**
  - a. **The owner may establish a DADU thereon so long as both lots are held under one ownership, meet DADU Parcel requirements, and the owner must live on-site in either the DADU or the single-family dwelling; and**
  - b. **Any future SSF on the lot must meet all related requirements, included but not limited to SSF Occupancy standards.**
8. SSF Occupancy: An SSF must be owner occupied for two (2) years upon initial separation of ownership from the single-family dwelling regardless if such two (2) years is interrupted by an allowed temporary absentee ownership time period set forth herein, and all instruments recorded against the property to implement the separation shall require the same standard. Initial separation shall mean for purposes of this part the date upon which the initial owner of the single-family dwelling divests or sells a fee simple interest in the DADU creating the SSF.
9. Number of Permissible Dwelling Units:
  - a. An SSF shall contain no more than one dwelling unit, and shall not have a DADU or an IADU.



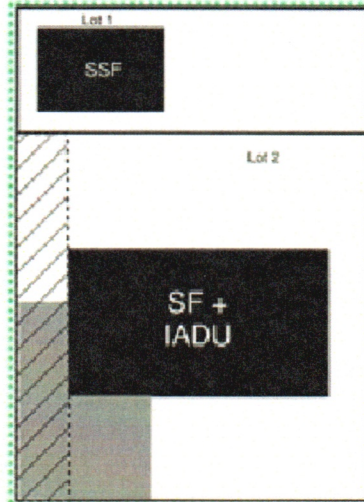
- b. A Single-Family Dwelling which is essential to the creation of an SSF shall not have an DADU, but may have an IADU. In the event this occurs, the lot size for the SSF must be greater than or equal to two thousand five hundred square feet (2,500 sq. ft.) in area, the lot size for the Single-family dwelling must be greater than or equal to six thousand square feet (6,000 sq. ft.) in area, and the size for the DADU parcel must be greater than or equal to Twelve thousand square feet (12,000 sq. ft.) in area.

**DADU Parcel Example 1**



- Lot 1: Owner must live on-site the first two years.
- Lot 2: Owner need not live on-site
- DADU parcel  $\geq 10,000$  sq. ft.
- Access, Utility, and Parking Easement

**DADU Parcel Example 2**



- Lot 1: Owner must live on-site the first 2 years
- Lot 2: Owner must live on-site.
- Size  
Lot 1:  $\geq 2,500$  sq. ft.  
Lot 2:  $\geq 6,000$  sq. ft.
- DADU parcel  $\geq 12,000$  sq. ft.
- Access, Utility, and Parking Easement

\*SF = Single-Family Dwelling

**11-28-110: MINIMUM SIZE OF DWELLINGS:**

All dwellings erected within the city shall have a minimum of eight hundred fifty (850) square feet of gross floor area, unless approved by the planning commission as a conditional use.

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

- E. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:
1. Notwithstanding subsection A, a garage shall not encroach into the front yard, or side corner yard, or any other yard, except side yards and the rear yard, of the building lot, with the exception that if a garage currently does not exist on the property and one could not fit within the side or rear yard, then a garage may encroach into the side corner yard, but not the required side corner yard, provided that it is designed so as to be an architectural and integral part of the main dwelling.

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Letter of Intent to purchase approximately 16 acres of land on Main Street

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: December 17, 2024



**CITY COUNCIL STAFF REPORT**

**To: Mayor and City Council**  
**From: Lyle Gibson – Assistant Community Development Director**  
**Date: 12/17/2024**  
**Subject: Letter of Intent to purchase approximately 16 acres of land on Main Street.**

**RECOMMENDED MOTION**

**Move that the City Council approve LOI from The Boyer Company L.C.**

**Findings:**

- 1. The provided LOI sets the tone for a future Purchase and Sale Agreement.**

**BACKGROUND**

**The city produced and RFQ recently seeking qualified groups to work with on the purchase and development of property owned by the city on the far north part of Main Street near the Interchange at Highway 89.**

**From the firms that replied to the RFQ, the selection committee identified The Boyer Company as the preferred developer to work with. Following this recommendation an LOI has been put together to direct the general terms that will follow as the city and developer work towards a Purchase and Sale Agreement which the council will review at a future date.**

**Respectfully submitted,**



**Lyle Gibson**  
**Assistant Community Development Director**

**Review and concur,**



**Brigham Mellor**  
**City Manager**

**Supplemental Information**

- a. Letter of Intent from The Boyer Company**

**Farmington City**  
% City Manager  
Via Email

November 22, 2024

Re: Letter of Intent to purchase approximately 16 Acres of land on Main Street

Farmington City:

The Boyer Company is pleased to provide a Letter of Intent to purchase approximately 16 acres of property located at approximately Main Street and Somerset Street in Farmington, Utah.

The terms and conditions of this letter of intent are as follows:

1. **Buyer:** The Boyer Company L.C. (“Buyer”) and/or affiliated entity
2. **Seller:** Farmington City (“Seller”)
3. **Property:** Approximately 15.76 acres of unimproved land consisting of parcels 08-430-0193, 08-430-0194, 08-041-0088, and 08-043-0017
4. **Purchase Price:** Buyer shall pay Seller a Purchase Price based on the vested density for the project established in the Development Agreement. The range of Purchase Price shall be finally established in the Purchase and Sale Agreement provided for in section 5, but is anticipated to fall within the following range:  
  
140 units for \$10,000,000 (each additional unit is \$16,000/unit up to 265 units total)
5. **Purchase and Sale Agreement:** Within thirty days of execution of this Letter of Intent, Buyer and Seller shall sign a more formal Purchase and Sale Agreement or Option to Purchase Agreement (“PSA”). Buyer shall provide a draft PSA to the Seller to review.
6. **Development Agreement:** Buyer and Seller shall work together to draft a Development Agreement for the property per section 11-20-180 of the Neighborhood Mixed Used Zone, for consideration by the City Planning Commission and City Council. At a minimum the Development Agreement shall specify project density, site specific design standards, project specific setbacks and road widths, and general architectural guidelines.
7. **Earnest Money Deposits:** Within five business days of signing of a PSA, Buyer will make an Earnest Money Deposit (“Deposit”) of \$75,000. At the conclusion of the Due Diligence Period all non-refundable earnest money shall be released to the Seller. The Deposit shall be applicable to the



Purchase Price at Settlement. The Deposit shall be held by Cottonwood Title Company until released to the Seller.

8. **UDOT Parcel:** Buyer and Seller shall work together to determine how best to incorporate the adjacent UDOT detention basin into the project, and what amenities, if any, shall be installed by the Buyer for the benefit of the project and larger community. The parties will also work together to establish how this property will be maintained over the long term.
9. **Water Rights:** No culinary water rights are required for this project, Buyer must coordinate with Benchland Water District for irrigation water.
10. **Future City Well Site:** Buyer agrees to design the project around the future Farmington City well site on the property.
11. **Due Diligence:** The PSA will provide the Buyer with the opportunity to conduct inspections of the following:
  - Evaluate density and design of the project as outlined in a project specific Development Agreement
  - Review access to the property from surrounding roads
  - Title condition of the Property, including boundary lines
  - Review and validate all geotechnical, earthquake, and environmental reports
  - Review access to infrastructure and availability of utilities to the site, as well as potential impact fees associated with the project.
  - Availability of adequate water shares or rights

Buyer shall have one hundred and twenty days from signing of PSA to complete its Due Diligence. If Buyer is not reasonably satisfied with the results of these inspections during the Due Diligence Period, Buyer may terminate Agreement for any reason and receive a refund of the Residential Deposit.

12. **Settlement Deadlines:** The Settlement Deadline shall be established by the Buyer and Seller at PSA. Buyer is open to working towards a settlement date that meets the needs of the City. Approval of the development agreement and Project Master Plan (PMP), solidifying both density and design for the project, are anticipated to be the minimum conditions upon which settlement shall be conditioned.
13. **Conditions to Close:** The following conditions of close shall be met by Seller prior to closing.
  - Seller able to deliver title free of any financial encumbrances
  - Adequate assurances that culinary and secondary water services will be available to the project.



- Payment of rollback taxes by the Seller on the property being purchased, if applicable
- Approval of the Development Agreement and PMP by Farmington City

**14. Closing Costs:** Buyer and Seller shall each agree to pay their own normal closing costs and charges.

**15. Commission:** Each party shall be responsible for the payment of commissions to its own side if applicable.

Seller agrees not to accept any formal or informal offers to purchase the subject Property for the time necessary to negotiate a more formalized Purchase and Sale Agreement from the effective date of this binding Letter of Intent.

With written notice by either party, this Letter of Intent may be terminated within 10 days for any reason or no reason.

If the terms of this letter are acceptable to Seller, please execute this copy in the designated area below and return it to the undersigned. This Letter of Intent shall expire on December 20, 2025.

Respectfully Yours,

Jacob Boyer  
CEO

**“BUYER”**  
(SIGNATURE):

---

Date:

By: Jacob Boyer, CEO

**“SELLER”**  
(SIGNATURE):

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Date:

By: Mayor Brett Anderson



# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Consolidated Fee Schedule Amendments

PRESENTED BY: Levi Ball

DEPARTMENT: Finance

MEETING DATE: December 17, 2024

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Levi Ball  
**Date:** December 17, 2024  
**Subject:** Consolidated Fee Schedule Amendment

### RECOMMENDATION(S)

Approval.

Suggested motion language: "I move that the City Council adopt the resolution amending the Consolidated Fee Schedule."

### BACKGROUND

The major changes to the Consolidated Fee Schedule are listed below. We also made some minor formatting and description changes which are not listed below and have no effect on fees.

**Storm Water Construction Fees (B7):** Changes to our Storm Water Permit Fees Section will need to be updated to keep Farmington City in compliance with Utah State Law. The changes that are requested are in response to House Bill 507 which will go into effect as of January 1, 2025.

**Reinspection Fees (Section C, Below Table No. 1-A Building Permit Fees):** There is no change to the fee. The recommended change is to replace the reference to state code Section 305.8 with a reference to City Code 10-4-050.

**False Fire Alarm (G2):** False fire alarms are increasingly becoming a problem taking valuable time and resources from our fire department. Administration is proposing a new city ordinance for false fire alarms which includes a fee for repeat offenses. The fee will be \$500 starting on the 3<sup>rd</sup> false alarm of the year and increase by \$100 each additional false alarm during the year.

**Police Event Security (H5):** The fee schedule previously listed an hourly rate per officer plus a vehicle and apparatus rate charge established by FEMA. We recommend simplifying this by increasing the hourly rate from \$75 to \$100 and removing the additional apparatus rate charge.

**Improper Use of Dumpster (H7):** We added a new \$75 fee to the fee schedule for improper use of a city dumpster. This fee was determined by the cost of an additional dump plus an additional 25% for administrative costs.

## Parks & Recreation Fees Changes

- **Park Picnic Pavilions (E2)** – Break out separate fees for resident and nonresident. Current fees for residents will not change. Nonresident fees will be \$15 higher.
- **Special Use Permit Fees (E2)** – Break out separate fees for resident and nonresident. Current fees for residents will not change. Nonresident fees will be \$15 higher.
- **Community Arts Rental Fees (E2)** – Increase rates for residents by \$15 & nonresidents by \$30 for family and all other events. Remove the miscellaneous fee for kitchen use.
- **Fall Dinner Theater (E3)** – Increase fee from \$25 to \$30. Remove lines for tickets in advance and tickets at the door.
- **Swimming Pool (E4)** – To encourage customers to sign up early we are going to offer an early bird discount for buying a season pass prior to May 1<sup>st</sup>. \$25/family, \$10/individual discounts
- **Baseball Field Rental (E5)** – Break out separate fees for resident and nonresident. Current fees for residents will not change. Nonresident fees will be \$15 higher.
- **Soccer Field Rental (E5)**– Break out separate fees for resident and nonresident. Current fees for residents will not change. Nonresident fees will be \$15 higher.
- **All Recreation Programs (E6)** – We would like to encourage residents to sign up for programs prior to the registration deadline to ease the rush and administrative burden it causes. The current fees will not change (unless otherwise stated separately below) if you sign up two weeks prior to the registration deadline for a given program. The fees will increase by \$10 for the last two weeks of registration. This will apply to Jr. Jazz, Flag Football, Soccer, Spring Baseball, Fall Baseball, Spring Softball, Fall Softball, Adaptive Recreation, Super Sport, and Volleyball.
- **One-time Jersey Fee (E6)** – Change all references of one-time jersey fees to list out an approximate fee of \$18-24. Previously it stated that the fees would be determined by the rec department and approved by City Council and did not list a specific price.
- **Flag Football (E6)** – Increase Kindergarten-4<sup>th</sup> Grade by \$5 for both resident and nonresident. Increase 5<sup>th</sup>-9<sup>th</sup> Grade by \$2 for both resident and nonresident.
- **Spring Baseball (E6)** – Increase 1<sup>st</sup>/2<sup>nd</sup> Minor by \$11 for both resident and nonresident. Decrease 5<sup>th</sup>-6<sup>th</sup> grade by \$7 for both resident and nonresident. Decrease Jr. High and High School by \$9 for both resident and nonresident.
- **Fall Softball (E6)** – Remove line for Kindergarten
- **Super Sport (E6)** – Increase fee by \$3 for both resident and nonresident.
- **Adult Programs (E6)** – Decrease fees by \$25 for Men’s and Women’s Basketball. Decrease Co-ed Softball by \$75.
- **Pickleball (E6)** – Add new line for Senior League with a fee of \$32 for both resident and nonresident.
- **Partnership Programs (E6)**– Remove specific prices listed and replace with reference that the prices are determined by the partnership program.
- **Gym Membership (E7)** – Reduce nonresident Senior (65+) prices by \$30 for 6-month memberships and \$40 for 1-year memberships.

Respectfully submitted,

A handwritten signature in cursive script that reads "Levi Ball".

Levi Ball  
Deputy Finance Director

Review and concur,

A handwritten signature in cursive script that reads "Brigham Mellor".

Brigham Mellor  
City Manager

Type text here



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

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE  
CONSOLIDATED FEE SCHEDULE**

**WHEREAS**, the City Council has reviewed the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

**WHEREAS**, the City Council, upon recommendation from the City’s Administrative staff, has determined that an amendment of the Consolidated Fee Schedule is necessary to include certain new and adjusted fees

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

**Section 1: Amendment.** The Farmington City Consolidated Fee Schedule is hereby amended to include the various changes as proposed by City staff. See exhibited “A” attached.

**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 17<sup>th</sup> DAY OF DECEMBER 2024.**

**ATTEST:**

**FARMINGTON CITY**

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

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











Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**B7. Storm Water Permit Fees**

Storm Water Permit City SWPPP Application Fee	\$125
Storm Water Permit UPDES State permit Application Fee	\$450
Storm Water Permit Bond	\$700 + \$1,100/acre (not to exceed \$4,000)
Storm Water Permit Reinstatement Fee (After a Stop Work Order)	\$300

**Storm Water Permit Violation Minimum Fines:**

Violation	Initial Offense	2nd Offense	3rd Offense
Lapse of UPDES Permit Coverage	\$60 per month out of coverage		
SWPPP not posted on site	\$100	\$200	\$400
Tracking of soil off site	\$100	\$200	\$400
Housekeeping Violations	\$100	\$200	\$400
BMPs not installed as shown on SWPPP	\$100	\$200	\$400
Not completing On Site Inspections	\$150	\$300	\$600
Uncontrolled Storm Water around site	\$150	\$300	\$600
Improper Chemical Storage	\$150	\$300	\$600
Soil/Construction Material Stacked on Impervious Surface	\$150	\$300	\$600
Improper Sediment Control	\$150	\$300	\$600
Improper Outhouse Location/ not staked down	\$150	\$300	\$600
Failure to Maintain Records of SWPPP	\$200	\$400 with Stop Work Order	
Illegal Discharge from site	\$300	\$600 with Stop Work Order	
Improper Concrete Washout	\$300	\$600 with Stop Work Order	
Failure to Obtain a permit	\$500 with Stop Work Order		
Failure to implement the SWPPP	\$500 with Stop Work Order		

\* 3rd Offense will be accompanied with a Stop Work Order

\*\* Fines are minimums and can be adjusted to compensate for the severity of the infraction.

**B7. Storm Water Construction Fees**

Storm Water Permit CGP or CCP State Permit Application Fee	\$450
Storm Water Permit Bond	\$700 + \$1,100/acre (not to exceed \$4,000)

**Illicit Discharge into Farmington City Storm Water System**

Illicit Discharge Violation	Initial Offense	2nd Offense	3rd Offense
Tracking of soil or other debris off site	\$100	\$200	\$400
Uncontrolled Storm Water around site	\$150	\$300	\$600
Improper Chemical Storage	\$150	\$300	\$600
Soil/Cons. Material Stacked on Impervious Surface	\$150	\$300	\$600
Improper Sediment Control	\$150	\$300	\$600
Illegal Discharge from site	\$300	\$600 with Stop Work Order	
Improper Concrete Washout	\$300	\$600 with Stop Work Order	

**\* Discharge Without a Permit**

Failure to Obtain a Permit	\$500 with Stop Work Order
Lapse of a CGP or CCP State Permit	\$100 per month without coverage

\* 3rd Offense will be accompanied with a Stop Work Order

\*\* Fines are minimums, actual costs accrued will determine the fine amount

**B8. Storm Water Illicit Discharge Cleanup Fee**

\*Actual costs

\*Actual costs include administrative and overhead costs

**B9. PLUS:**

Engineering and Professional Service Fee, Initial & Quarterly Deposit

First 10 Lots	\$ 1,000.00
Each additional Lot	\$35/lot, \$50/lot in Foothill OZ

(Engineering and legal fees are required with adjustment made prior to application for Final Plat according to direct professional service costs incurred - see note above)

Single Lot or Parcel Residential Construction Cleaning Fee

0 - 500 Square feet	\$ 75.00
501 - 1000 Square feet	\$ 150.00
1001 - 2500 Square feet	\$ 225.00
2501 - 4000 Square feet	\$ 300.00
4000 - Square feet and larger	\$ 375.00

**B10. Miscellaneous or Pre-Application Professional Services Deposit**

Minimum Deposit	\$ 150.00
Maximum Deposit (Unless otherwise set by the Council)	\$ 2,500.00

(A professional services deposit may be required for applications, inquiries or pre-application review of proposals or contracts, or any other services rendered by the City's engineering, legal, building, planning, architectural, or other consultants. Any services valued above the minimum deposit must be approved by the City Manager.)

**B11. Additional Reviews**

(After the second review, each application re-submission to the Development Review Committee (DRC) shall require full payment of the respective application fee.)

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**B12. Fire Hydrant Meter Fees**

Deposit (cost to replace meter, refundable)*	\$	1,850.00	
One-time permit fee	\$	70.00	
Monthly rental fee (1 month minimum)	\$	70.00	per month
Cost of water	\$	5.00	per 1,000 gal

\*The deposit refund will be reduced by the amount of the water usage

Unpermitted use - Theft of service

First offense	\$	250.00	
Subsequent offenses	\$	500.00	

**B13. Service Fee for Credit/Debit Cards**

See H6.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change





Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**Building Valuation Data**

Group	(2006 International Building Code)	Square foot Construction Costs (a,b,c,d)				
		Type of construction				
		IA	IB	IIA	IIB	IIIA
A-1	Assembly, theaters, with Stage	\$ 196.11	\$ 189.78	\$ 185.37	\$ 177.60	\$ 167.20
	Assembly, theaters, without stage	\$ 177.62	\$ 171.25	\$ 166.88	\$ 159.10	\$ 148.75
A-2	Assembly, nightclubs	\$ 149.94	\$ 145.74	\$ 142.04	\$ 136.49	\$ 128.53
A-2	Assembly, restaurants, bars, banquet halls	\$ 148.94	\$ 144.74	\$ 140.04	\$ 135.49	\$ 126.53
A-3	Assembly, Churches	\$ 180.72	\$ 174.39	\$ 169.98	\$ 162.23	\$ 151.82
A-3	Assembly, general, community halls, libraries, museums	\$ 152.81	\$ 146.48	\$ 141.07	\$ 134.30	\$ 122.33
A-4	Assembly, arenas	\$ 176.62	\$ 170.25	\$ 164.88	\$ 158.10	\$ 146.75
B	Business	\$ 154.16	\$ 148.71	\$ 144.00	\$ 137.27	\$ 125.07
E	Educational	\$ 166.52	\$ 160.91	\$ 156.34	\$ 149.52	\$ 140.14
F-1	Factory & industrial, moderate hazard	\$ 92.68	\$ 88.42	\$ 83.70	\$ 80.93	\$ 72.45
F-2	Factory & industrial, low hazard	\$ 91.68	\$ 87.42	\$ 83.70	\$ 79.93	\$ 72.45
H-1	High Hazard, explosives	\$ 86.84	\$ 82.54	\$ 78.86	\$ 75.09	\$ 67.79
H234	High Hazard	\$ 86.84	\$ 82.54	\$ 78.86	\$ 75.09	\$ 67.79
H-5	HPM	\$ 154.16	\$ 148.71	\$ 144.00	\$ 137.27	\$ 125.07
I-1	Institutional, supervised environment	\$ 152.30	\$ 147.08	\$ 143.14	\$ 137.34	\$ 128.24
I-2	Institutional, hospitals	\$ 256.24	\$ 250.81	\$ 246.11	\$ 239.38	\$ 226.55
I-2	Institutional, nursing homes	\$ 179.18	\$ 173.72	\$ 169.02	\$ 162.30	\$ 150.51
I-3	Institutional, restrained	\$ 174.95	\$ 169.52	\$ 164.83	\$ 158.10	\$ 147.16
I-4	Institutional, day care facilities	\$ 152.30	\$ 147.08	\$ 143.14	\$ 137.34	\$ 128.24
M	Mercantile	\$ 111.44	\$ 107.24	\$ 102.53	\$ 97.99	\$ 89.62
R-1	Residential, hotels	\$ 154.24	\$ 149.02	\$ 145.08	\$ 139.28	\$ 129.95
R-2	Residential, multiple family	\$ 129.33	\$ 124.11	\$ 120.17	\$ 114.37	\$ 105.16
R-3	Residential, one & two-family	\$ 122.11	\$ 118.74	\$ 115.86	\$ 112.68	\$ 108.62
R-4	Residential, care/assist living facilities	\$ 152.30	\$ 147.08	\$ 143.14	\$ 137.34	\$ 128.24
S-1	Storage, moderate hazard	\$ 85.84	\$ 81.54	\$ 76.84	\$ 74.09	\$ 65.79
S-2	Storage, low hazard	\$ 84.84	\$ 80.54	\$ 76.86	\$ 73.09	\$ 65.79
U	Utility, miscellaneous	\$ 65.11	\$ 61.61	\$ 57.92	\$ 55.03	\$ 49.70

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**Building Valuation Data (continued)**

Group	(2006 International Building Code)	Type of construction			
		IIIb	IV	VA	VB
A-1	Assembly, theaters, with Stage	\$ 162.27	\$ 171.92	\$ 152.56	\$ 146.94
	Assembly, theaters, without stage	\$ 143.82	\$ 153.43	\$ 134.10	\$ 128.49
A-2	Assembly, nightclubs	\$ 124.91	\$ 131.71	\$ 116.50	\$ 112.58
A-2	Assembly, restaurants, bars, banquet halls	\$ 123.91	\$ 130.71	\$ 114.50	\$ 111.58
A-3	Assembly, Churches	\$ 146.83	\$ 156.54	\$ 137.18	\$ 131.57
A-3	Assembly, general, community halls, libraries, museums	\$ 118.97	\$ 128.63	\$ 108.26	\$ 103.65
A-4	Assembly, arenas	\$ 142.82	\$ 152.43	\$ 132.10	\$ 127.49
B	Business	\$ 120.41	\$ 131.97	\$ 109.81	\$ 105.37
E	Educational	\$ 132.98	\$ 144.52	\$ 123.34	\$ 118.69
F-1	Factory & industrial, moderate hazard	\$ 69.29	\$ 77.68	\$ 59.61	\$ 56.55
F-2	Factory & industrial, low hazard	\$ 68.29	\$ 76.68	\$ 59.61	\$ 55.50
H-1	High Hazard, explosives	\$ 63.63	\$ 71.84	\$ 55.02	Not permitted
H2B4	High Hazard	\$ 63.63	\$ 71.84	\$ 55.02	\$ 50.83
H-5	HPM	\$ 120.41	\$ 131.97	\$ 109.81	\$ 105.37
I-1	Institutional, supervised environment	\$ 124.73	\$ 138.61	\$ 116.09	\$ 111.54
I-2	Institutional, hospitals	Not permitted	\$ 234.08	\$ 211.31	Not permitted
I-2	Institutional, nursing homes	Not permitted	\$ 157.00	\$ 135.27	Not permitted
I-3	Institutional, restrained	\$ 141.52	\$ 152.81	\$ 131.92	\$ 125.48
I-4	Institutional, day care facilities	\$ 124.73	\$ 138.61	\$ 116.09	\$ 111.54
M	Mercantile	\$ 87.09	\$ 92.23	\$ 77.55	\$ 74.61
R-1	Residential, hotels	\$ 126.44	\$ 140.32	\$ 117.80	\$ 113.25
R-2	Residential, multiple family	\$ 101.62	\$ 115.53	\$ 93.01	\$ 88.46
R-3	Residential, one & two-family	\$ 105.77	\$ 110.77	\$ 101.74	\$ 95.91
R-4	Residential, care/assist living facilities	\$ 124.73	\$ 138.61	\$ 116.09	\$ 111.54
S-1	Storage, moderate hazard	\$ 62.69	\$ 70.86	\$ 53.02	\$ 49.83
S-2	Storage, low hazard	\$ 61.63	\$ 69.84	\$ 53.02	\$ 48.88
U	Utility, private garages, miscellaneous	\$ 46.33	\$ 51.94	\$ 39.23	\$ 37.34

\*Unfinished basements (all use group) = \$15 per sq. Ft.

\*For shell only building deduct 20%

Note: (1) As per 10-3-110, working without a permit is up to double amount of standard fee

Electronic files of the latest Building Valuation Data can be downloaded from the Code Council website at [www.iccsafe.org/cs/techservices](http://www.iccsafe.org/cs/techservices)

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**Table No. 1-A Building Permit Fees from 1997 Uniform Building Code**

Total Valuation	FEE
\$1.00 to \$500	\$23.00
\$501 to \$2,000	\$23.50 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001 to \$25,000	\$69.25 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$391.75 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$643.75 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$993.75 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,233.75 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.
\$1,000,001 and Up	\$5,608.75 plus \$3.15 for each additional \$1,000, or fraction thereof.

1. Inspections outside of normal business hours.....	Minimum Charge - Two (2) hours	\$55.55/hr*
2. Reinspection fees assessed under provisions of City Code 10-4-050 Section 305-8.....		\$55.55/hr*
3. Inspections for which no fee is specifically indicated .....	Minimum Charge - one-half hour	\$55.55/hr*
4. Additional plan review required with changes, additions or revisions to plans.....		\$55.55/hr*
5. For use of outside consultants for plan checking and inspections, or both.....		Actual Costs**

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead costs.

- NOTE:**
- (1) Commercial plan check fees are 65% of building fee.
  - (2) Residential plan check fees are 40% of the building fee.
  - (3) As per 10-3-110, working without a permit can result in double fees.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change



Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

Impact Fees (other than Transportation and Water)						
Property Type	Unit of Measure	Impact Fees per Unit				
		Storm Water Drainage*	Parks & ** Recreation	Fire Impact Fee for Land & Building**	Police Capital Facilities**	Total
Single Family	dwelling unit	\$ 1,709.87	\$ 6,616.00	\$ 915.48	\$ 772.38	\$ 10,013.73
or less per	dwelling unit	\$ 1,299.50	\$ 4,440.00	\$ 915.48	\$ 772.38	\$ 7,427.36
more than	dwelling unit	\$ 1,299.50	\$ 4,440.00	\$ 900.06	\$ 642.70	\$ 7,282.26
Hotel	Room	\$ 1,299.50	No Fee	-	-	\$ 1,299.50
	1,000 sq. Ft.	-	No Fee	\$ 1,380.00	\$ 1,020.00	\$ 2,400.00
Commercial	1,000 sq. Ft.	\$ 2,376.71	No Fee	\$ 1,380.00	\$ 1,020.00	\$ 4,776.71
Office	1,000 sq. Ft.	\$ 1,812.46	No Fee	\$ 1,380.00	\$ 1,020.00	\$ 4,212.46
Industrial	1,000 sq. Ft.	\$ 2,103.14	No Fee	\$ 1,380.00	\$ 1,020.00	\$ 4,503.14
Warehouse	1,000 sq. Ft.	\$ 2,103.14	No Fee	\$ 1,380.00	\$ 1,020.00	\$ 4,503.14
Mini-Warehouse	1,000 sq. Ft.	\$ 2,103.14	No Fee	\$ 1,380.00	\$ 1,020.00	\$ 4,503.14
Institutional	1,000 sq. Ft.	\$ 837.83	No Fee	\$ 1,380.00	\$ 1,020.00	\$ 3,237.83

\*Impact Fee Collected at Plat Recordation

\*\*Impact Fees Collected at Building Permit

Water Impact Fees*		
Property Type		Amount
Single Family / dwelling unit		\$ 4,263.00
Multi-Family / dwelling unit		\$ 2,500.00
Hotel / ERC**		\$ 4,263.00
Commercial / ERC**		\$ 4,263.00
Office / ERC**		\$ 4,263.00
Warehouse / ERC**		\$ 4,263.00
Industrial / ERC**		\$ 4,263.00
Institutional / ERC**		\$ 4,263.00

\* Impact Fee Collected at Plat Recordation  
 \*\* One Equivalent Residential Connection (ERC) = 24 Drainage Fixture Units (DFU). Minimum impact fee is \$4,263.00.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change



Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**C6. Connection Fees**

**Culinary Water**

Size of Meter	Meter Fee
3/4"	\$ 532.66
1"	\$ 652.10
1 1/2"	\$ 1,118.37
2"	\$ 1,286.61
3"	\$ 3,161.25
4"	\$ 3,999.81
6"	\$ 6,392.48
8"	\$ 8,941.25

**C7. Street Cleaning Fee**

0 - 500 SF	\$ 80.00
501 - 1,000	\$ 160.00
1,001 - 2,500	\$ 240.00
2,501 - 4,000	\$ 325.00
Above 4,000	\$ 405.00

**C8. C3. Service Fee for Credit/Debit Cards**

See H6.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

	Resident			Non Resident		
	New Rate	\$ Change	% Change	New Rate	\$ Change	% Change
<b>D. UTILITY-RELATED FEES</b>						
<b>Time of Payment</b>						
Payment is due by the end of each billing month.						
<b>D1. Culinary Water</b>						
<b>Water minimum (Base Rate)</b>						
Residential	\$	24.40	per month			
Commercial	Up to 1"	\$ 24.40	per month			
	1.5"	\$ 51.20	per month			
	2"	\$ 81.90	per month			
	3"	\$ 153.50	per month			
	4"	\$ 255.60	per month			
	6"	\$ 511.40	per month			
	8"	\$ 818.30	per month			
The meter size will be determined by the largest meter installed. If more than one meter is installed of the same size, then the charge will be determined by the number of those meters installed. If more than one size of meter is installed, the largest meter size will be charged the base meter rate.						
<b>Usage charges:</b>						
Residential	0-5,000	Minimum	Base Rate			
	5,001-10,000	\$ 3.40	per 1000 gals			
	10,001-20,000	\$ 3.70	per 1000 gals			
	20,001 & above	\$ 4.10	per 1000 gals			
Commercial		\$ 2.90	per 1000 gals			
Water users living outside of Farmington City limits will be charged double the rate.						
<b>D2. Sanitary Sewer</b>						
Farmington City bills and collects on behalf of Central Davis Sewer District (CDSD). Farmington City's fee structure is based on what CDSD bills Farmington City. CDSD's fee structure can be found at <a href="https://www.cdsewer.org/documents/">https://www.cdsewer.org/documents/</a>						
Single family residential units and individually metered multi-family units						
		\$ 38.70	per month			
Single family residential units and individually metered multi-family units - pumped						
		\$ 40.20	per month			
Multi-family units sharing a common meter & non-residential units						
	First 20,000 gallons	\$ 66.70	per month			
	Additional usage (per 1,000 gallons)	\$ 3.21	per month			
Multi-family units sharing a common meter & non-residential units - Pumped						
	First 20,000 gallons - Pumped	\$ 69.70	per month			
	Additional usage - Pumped (per 1,000 gallons)	\$ 3.29	per month			
<b>D3. Garbage Collection</b>						
First automated container						
		\$ 19.00	per month			
Each additional automated container						
		\$ 17.40	per month per container			
Extra can pickup fee						
		\$ 25.00	per occurrence			
Extra can delivery fee						
		\$ 25.00	per occurrence			
Can replacement fee						
		\$ 110.00	per occurrence			
<b>D4. Recycling Collection Fee</b>						
Extra can pickup fee						
		\$ 25.00	per occurrence			
Extra can delivery fee						
		\$ 25.00	per occurrence			
Can replacement fee						
		\$ 110.00	per occurrence			







Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**E2. Parks & Recreation Facilities Use Fees**

**\*\*Early bird prices are available to**

**Park Picnic Pavilions (2 hour min)**

	Resident	Non-Res.	
Deposit (fully-refundable)	\$ 55.00	\$ 70.00	
Food Truck Deposit (refundable)	\$ 110.00	\$ 125.00	
Resident (per pavilion)	\$ 15.00	\$ 30.00	per hour
Non-resident (per pavilion)	\$ 30.00	\$ 45.00	per hour
Woodland Amphitheater	\$ 27.00	\$ 42.00	per hour
Employee Rental Rates	\$ 15.00	\$ 30.00	per hour

Deposits and fees must be paid at the time of reservation. Cancellations shall not be made less than 7 days before the reservation date in order to obtain a full refund. Cancellations made with less than 7 days advance notice will forfeit all fees paid, with the exception of bad weather or a lightning storm.

**Special Use Permit Fees**

	Resident	Non-Res.	
Electricity for Woodland Amphitheater	\$ 30.00	\$ 45.00	
Food Trucks	\$ 30.00	\$ 45.00	
Use of amplified sound	\$ 27.00	\$ 42.00	per hour
Groups over 300 participants	\$ 80.00	\$ 95.00	
Live Music Band(s)-with amplified sound (2 hour max)	\$ 110.00	\$ 125.00	
Other special uses that may adversely affect neighboring property owners	\$ 50.00	\$ 65.00	

**Community Arts Center Rental Fees**

**Main Floor**

**Main Hall Rental Fees (minimum of 2 hours)**

	Resident	Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$ 215.00	\$ 215.00	
Family Events	<del>\$ 55.00</del>	<del>\$ 110.00</del>	per hour
All other Events	<del>\$ 100.00</del>	<del>\$ 200.00</del>	per hour
City Employees	\$ 30.00	\$ 30.00	per hour

**Miscellaneous Fees**

One Microphone CD and/or iPod hookup	\$ 11.00		
Sound and Light Technician	\$ 35.00		per hour
Kitchen (minimum of 2 hours)	<del>\$ 15.00</del>		per hour

**Classrooms (minimum of 2 hours)**

	Resident	Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$ 55.00	\$ 55.00	
Family Events	\$ 20.00	\$ 40.00	per hour
All other Events	\$ 30.00	\$ 60.00	per hour

**Multi-Purpose Room Fees (including sound and kitchen, minimum of 2 hours)**

	Resident	Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$ 80.00	\$ 80.00	
Family Events	\$ 35.00	\$ 70.00	per hour
All other Events	\$ 60.00	\$ 120.00	per hour
City Employees	\$ 15.00	\$ 15.00	per hour

**Holiday Rental**

All holiday rentals apply to all observed Holidays - except for Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, and the 4th of July as the facility shall be closed and unavailable those particular holidays.

**Holiday Rates:**

	Resident	Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$ 215.00	\$ 215.00	
Family Use - Upstairs	\$ 85.00	\$ 170.00	per hour
Family Event - Basement	\$ 70.00	\$ 140.00	per hour
All other events - Upstairs	\$ 150.00	\$ 300.00	per hour
All other events - Basement	\$ 140.00	\$ 280.00	per hour

**Community Arts Center Cancellation Fee**

If cancellation is made 30 days prior to the date scheduled for use of the facilities, the City will promptly refund all fees paid less a \$5 cancellation fee. If cancellation is made within 30 days of the reservation, the City will promptly refund all fees paid less a \$50 cancellation fee. If cancellation is made within 14 days of the reservation you forfeit the hourly fees due for the reservation and will have your deposit returned to you in full.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change
			\$ 70.00	\$ 15.00	27.3%
			\$ 125.00	\$ 15.00	13.6%
			\$ 30.00	\$ 15.00	100.0%
			\$ 45.00	\$ 15.00	50.0%
			\$ 42.00	\$ 15.00	55.6%
			\$ 30.00	\$ 15.00	100.0%
			\$ 45.00	\$ 15.00	50.0%
			\$ 45.00	\$ 15.00	50.0%
			\$ 42.00	\$ 15.00	55.6%
			\$ 95.00	\$ 15.00	18.8%
			\$ 125.00	\$ 15.00	13.6%
			\$ 65.00	\$ 15.00	30.0%
			\$ 70.00	\$ 15.00	27.3%
			\$ 115.00	\$ 15.00	15.0%
			\$ 140.00	\$ 30.00	27.3%
			\$ 230.00	\$ 30.00	15.0%







Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

	Resident*		Non-Res.*	
	\$	\$	\$	\$
<b>Adaptive Recreation</b>	*Additional \$10 added for last two weeks of registration			
Jr. Jazz	\$ 47.00		\$ 57.00	
Super Sport	<del>\$ 39.00</del>		<del>\$ 49.00</del>	
Baseball	\$ 47.00		\$ 57.00	

	Resident	Non-Res.
	\$	\$
<b>Super Sport</b>		
Summer	\$ 33.00	\$ 43.00

	Resident*		Non-Res.*	
	\$	\$	\$	\$
<b>Volleyball</b>	*Additional \$10 added for last two weeks of registration			
Youth Volleyball League - grades 3rd - 8th	\$ 40.00		\$ 50.00	
Youth Volleyball League - 9th through 12th grades	\$ 45.00		\$ 55.00	

	Resident		Non-Res.	
	\$	\$	\$	\$
<b>Adult Programs</b>				
Basketball - Men's	<del>\$ 450.00</del>		<del>\$ 450.00</del>	
Basketball - Women's	<del>\$ 450.00</del>		<del>\$ 450.00</del>	
Soccer (Co-ed only)	\$ 475.00		\$ 475.00	
Softball (Co-ed only)	<del>\$ 505.00</del>		<del>\$ 505.00</del>	
Volleyball - Women's	\$ 275.00		\$ 275.00	
Volleyball (Co-ed)	\$ 275.00		\$ 275.00	

	Resident		Non-Res.	
	\$	\$	\$	\$
<b>Pickleball</b>				
Pickleball League (4 days) instructional	\$ 32.00		\$ 42.00	
Pickleball League (6 days)	\$ 32.00		\$ 42.00	
Pickleball Round Robin	\$ 16.00		\$ 26.00	
Pickleball Senior League	\$ 32.00		\$ 32.00	

	Resident		Non-Res.	
	\$	\$	\$	\$
<b>Other</b>				
Tennis Lessons	\$ 43.00		\$ 53.00	
Archery	\$ 32.00		\$ 42.00	
Fishing Program	\$ 32.00		\$ 42.00	

	Resident		Non-Res.	
	\$	\$	\$	\$
<b>Partnership Programs</b>				
Music in Me	Fee determined by partnership program		\$ 50	\$ 60
Lego	Fee determined by partnership program		\$ 90	\$ 90

<b>High-school Partnership Programs</b>	
Wrestling	30% City, 70% high school, after overhead
Track & Field	30% City, 70% high school, after overhead
Volleyball	30% City, 70% high school, after overhead

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change
\$ 33.00	\$ 3.00	10.0%	\$ 43.00	\$ 3.00	7.5%
\$ 425.00	\$ (25.00)	-5.6%	\$ 425.00	\$ (25.00)	-5.6%
\$ 425.00	\$ (25.00)	-5.6%	\$ 425.00	\$ (25.00)	-5.6%
\$ 430.00	\$ (75.00)	-14.9%	\$ 430.00	\$ (75.00)	-14.9%
\$ 32.00			\$ 32.00		

Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

E7.

**Farmington City Gymnasium\***

Military discount (active duty and veteran) on daily admissions and ~~gymnasium pool~~ memberships 25%

**Daily Admission**

	Resident	Non-Res.
6 & under free (must be accompanied by an adult)	\$ -	\$ -
Youth Day Pass (Ages 7-17)	\$ 1.50	\$ 2.50
Adult Day Pass (18 and older)	\$ 2.00	\$ 3.00
Senior Day Pass (65+)	\$ 1.50	\$ 2.50
Senior Day Pass (65+) - Walking Track Only	\$ 0.75	\$ 0.75

**Punch Pass - 20 Punches**

	Resident	Non-Res.
Youth (7-17)	\$ 30.00	\$ 50.00
Adult (18 and Older)	\$ 30.00	\$ 50.00
Senior (65+)	\$ 20.00	\$ 40.00

**One Month Membership**

	Resident	Non-Res.
Youth (7-17)	\$ 30.00	\$ 50.00
Adult (18 and Older)	\$ 30.00	\$ 50.00
Senior (65+)	\$ 20.00	\$ 40.00
Family (first two members)**	\$ 50.00	\$ 90.00
Each additional family member**	\$ 10.00	\$ 10.00

**6 Month Membership**

	Resident	Non-Res.
Youth (7-17)	\$ 115.00	\$ 150.00
Adult (18 and Older)	\$ 115.00	\$ 205.00
Senior (65+)	\$ 65.00	<del>\$ 150.00</del>
Family (first two members)**	\$ 180.00	\$ 300.00
Each additional family member**	\$ 15.00	\$ 15.00

**1 Year Membership**

	Resident	Non-Res.
Youth (7-17)	\$ 220.00	\$ 280.00
Adult (18 and Older)	\$ 220.00	\$ 390.00
Senior (65+)	\$ 120.00	<del>\$ 260.00</del>
Family (first two members)**	\$ 340.00	\$ 560.00
Each additional family member**	\$ 20.00	\$ 20.00

\*\*Family Passes are for immediate family living in the same household. Residents must show proof of residency in order to receive the resident rate. Valid Drivers license is the best method for proof of residence

**Facility Rental Prices**

	Resident	Non-Res.	
Full Basketball Courts (N/S)	\$ 75.00	\$ 110.00	per hour
1/2 Basketball Court (E/W)	\$ 38.00	\$ 60.00	per hour
1/4 Basketball Court	\$ 13.00	\$ 20.00	per hour
Multi Purpose Room	\$ 38.00	\$ 60.00	per hour
Single Pickleball Court	\$ 13.00	\$ 20.00	per hour

**Outdoor Courts**

	Resident	Non-Res.	
Pickleball Courts (Outdoor Only Courts 1&2)	\$ 12.00	\$ 14.00	per 2 hrs
Tennis Courts	\$ 8.00	\$ 8.00	

**Additional Fees**

	Resident	Non-Res.	
Ipod, CD or mic. Hook up	\$ 15.00	\$ 25.00	per day
Score Controller	\$ 15.00	\$ 25.00	per day
Table & Chair setup and take down	\$ 15.00	\$ 25.00	per day

\*Reservations for the entire gym MUST be reserved and paid two weeks in advance and cannot be reserved during peak hours or Farmington City Parks and Recreation program nights. There may be an extra charge based upon equipment needed. Reservations must be approved by the Farmington City Parks and Recreation gymnasium manager. Any questions for facility reservations must be directed to the gymnasium manager.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change
			\$ 120.00	\$ (30.00)	-20.0%
			\$ 220.00	\$ (40.00)	-15.4%



Changes effective July 1, 2024 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**G. FIRE-RELATED FEES**

**G1. Ambulance Services**

Farmington City charges for ambulance services in accordance with state code.

The code can be found here: <https://bemsp.utah.gov/wp-content/uploads/sites/34/2022/07/EMS-Ground-Ambulance-Rates-07.01.2022.pdf>

Ambulance/EMT Standby	\$ 55.00	per hour for
(charged at an hourly rate* plus fees for equipment and apparatus used for the event**)		each staff member
		plus equipment

\*The City will charge in hour increments for time at the event plus an additional 1/2 hour for deployment and recovery time.

\*\*\*Vehicle and apparatus fees will be charged based on the hourly rates established by the FEMA schedule of equipment rates. The schedule can be found here: <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

**G2. Fire Alarm Fees**

3rd false fire alarm per calendar year	\$ 500.00
Each additional false fire alarm per year incremental by \$100 per alarm	

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change





# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Consider approval of Stapp Construction for the Main Street waterline replacement project
2. Consider Stapp Construction for the Shepard Creek well house project
3. Release of Trail Easement on County Property
4. Franchise Agreement with SenaWave Communications
5. Cell Tower Lease Amendment & Extension
6. Monthly Financial Report
7. Ordinance Establishing dates, time and place for holding regular Farmington City Council Meetings
8. Surplus Property
9. Approval of Minutes 11.12.24 and 11.19.24

### City Council Staff Report

**To:** Honorable Mayor and City Council  
**From:** Chad Boshell, City Engineer  
**Date:** December 17, 2024  
**Subject:** **CONSIDER APPROVAL OF STAPP CONSTRUCTION FOR CONSTRUCTING THE MAIN STREET WATERLINE REPLACEMENT PROJECT**

#### RECOMMENDATION

Approve the contract from Stapp Construction for the construction of the Main Street Waterline Replacement Project in the amount of \$2,288,888.00.

#### BACKGROUND

The City is in need to replace and upsize the existing culinary water line in Main Street from State Street to about 630 North. The City received 6 bids for the project ranging from \$2,288,888.00 to \$43,939,644.48 as shown below:

Bidder	Bid
Stapp	\$2,288,888.00
Sunroc	\$3,027,352.50
BD Bush	\$3,520,000.00
Silver Spur	\$3,851,825.00
Leon Poulsen	\$3,863,570.00
Strong	\$3,939,644.48

Construction will begin in January 2024. The project consists of digging in the road, water shut off's, water lateral removal and replacement, water meter updates and repairs, milling, patching, slurry seals, traffic and pedestrian safety. City staff recommends awarding to Stapp Construction. The project will be funded through ARPA funds and water impact fees.

#### SUPPLEMENTAL INFORMATION

1. Contract

Respectively Submitted



Chad Boshell, P.E.  
Assistant City Manager

Reviewed and Concur



**Brigham Mellor,**  
City Manager



**DOCUMENT 00 52 00**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

This Agreement is by and between Farmington City ("Owner") and Stapp Construction, Inc. ("Contractor"). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally consists of installation of waterline replacement pipe, ~5,200 LF of 12" and 16" C900 PVC pipe, including the replacement of existing service connections.

**ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Farmington Main St. Waterline Replacement.

**ARTICLE 3—ENGINEER**

3.01 The Owner has retained **CRS Consulting Engineers, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

**ARTICLE 4—CONTRACT TIMES**

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will be substantially complete on or before May 16<sup>th</sup> 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 30<sup>th</sup> 2025.

4.05 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner [substantial LDs] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted



pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner [final LDs] for each day that expires after such time until the Work is completed and ready for final payment.

- 3. *Milestones:* Contractor shall pay Owner [milestone LDs] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
- 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

- 5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:*
  - C. Total Bid Amount \$ **2,288,888.00**
  - D. Contractor's Bid is attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **[ordinal number, such as 5th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95%** percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).





- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate at 2% per annum above the rate paid by the Internal Revenue Service on refund claims.

## **ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual.
  6. Drawings (not attached but incorporated by reference) consisting of 32 sheets with each sheet bearing the following general title: Farmington Main St Waterline Replacement.
  7. The following Addenda:
    - a. Addenda 1, 11/20/2024
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.



- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

**ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this



Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **December 18, 2024** (which is the Effective Date of the Contract).

Owner:

**Farmington City**

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

**Chad Boshell**

**160 South Main Street**

**Farmington Utah, 84025**

Designated Representative:

Name:

**Chad Boshell**

(typed or printed)

Title:

**Assistant City Manager/City Engineer**

(typed or printed)

Address:

**160 South Main Street**

**Farmington Utah, 84025**

Phone:

**801-939-9287**

Email:

**cboshell@farmington.utah.gov**

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

**Stapp Construction, Inc.**

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:



**DOCUMENT 00 41 00  
BID FORM**

**Farmington City  
Farmington Main St. Waterline Replacement**

Bids due and publicly read:

**November 21<sup>st</sup>, 2024 at 2:00 PM**

Farmington City  
160 South Main St., Farmington, UT, 84025

or mailed to:

Farmington City  
160 South Main St., Farmington, UT





**ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: Farmington City.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

Base Bid

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.	Mobilization	LS	1	—	\$ 169,373
2.	Demolition (Removal & Disposal Ex Valves, Pipe Abandonment, Etc.)	LS	1	—	\$ 32,140
3.	8" C900 PVC DR14 Waterline	LF	380	188. <sup>00</sup>	\$ 71,440
4.	12" C900 PVC DR14 Waterline	LF	3,640	144. <sup>00</sup>	\$ 524,160
5.	16" C900 PVC DR14 Waterline	LF	2,150	190. <sup>00</sup>	\$ 408,500
6.	Replace Existing Residential Water Lateral (Short Side)	EA	17	3,125. <sup>00</sup>	\$ 53,125
7.	Replace Existing Residential Water Lateral (Long Side)	EA	24	6,240. <sup>00</sup>	\$ 149,760
8.	Replace Existing Commercial Water Lateral (Short Side)	EA	9	3,335. <sup>00</sup>	\$ 30,015
9.	Replace Existing Commercial Water Lateral (Long Side)	EA	7	6,480	\$ 45,360
10.	Fire Hydrant	EA	3	12,015. <sup>00</sup>	\$ 36,045
11.	22" Jack and Bore 24" Steel Casing (3/8" Wall) w/ Spacers & End Seals	LS	1	293,000	\$ 293,000
12.	16" Schedule 40 Stainless Steel Pipe & Fittings	LS	1	103,000	\$ 103,000



13.	<b>Connection to Wellhouse, 8" Schedule 40 Stainless Steel Pipe &amp; Fittings</b>	LS	1	34,330 <del>13,320<sup>00</sup></del>	\$ 34,330 13,320
14.	Connection to Existing Waterline	EA	12	13,230 <sup>00</sup>	\$ 158,760
15.	Sawcut, remove, and dispose of Lincoln Highway Concrete	LF	390	52 <sup>00</sup>	\$ 20,280
16.	Asphalt Surface Repair	TON	950	168 <sup>00</sup>	\$ 159,600
Total of All Unit Price Base Bid Items					\$ 2,288,888 <sup>00</sup>
Total Unit Price Base Bid (in words): <u>Two million, Two hundred eighty eight thousand, Eight Hundred Eighty Eight</u>					

**Base Bid**

Total of All Unit Price Base Bid Items	\$ 2,288,888 <sup>00</sup>
Total All Unit Price Base Bid Items (in words): <u>Two million, Two hundred eighty eight thousand, Eight hundred Eighty Eight</u>	

**B. Bidder acknowledges that:**

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item,
2. the Contractor or Owner shall be entitled to an adjustment in Unit Price as indicated in Section 00 80 00 - Supplementary Conditions, SC-13.03E, and
3. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.



5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	11/20/2024

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



BIDDER hereby submits this Bid as set forth above:

Bidder:

**Stapp Construction, Inc.**

*(typed or printed name of organization)*

By:

*(individual's signature)*

Name:

**Jared Stapp, President**

*(typed or printed)*

Title:

*(typed or printed)*

Date:

**2024.11.21**

*(typed or printed)*

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

*(individual's signature)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Date:

*(typed or printed)*

Address for giving notices: **445 N 700 W Suite 110**

**North Salt Lake, 84054 UT**

Bidder's Contact:

Name:

**Jared Stapp, President**

*(typed or printed)*

Title:

*(typed or printed)*

Phone:

**801.294.4385**

Email:

**jared@stappconstruction.com**

Address:

**445 N 700 W Suite 110**

**North Salt Lake, 84054 UT**

Bidder's Contractor License No.: (if applicable)

**358047-5501**

**END OF DOCUMENT**

EJCDC® C-410, Bid Form for Construction Contracts.

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and American Society of Civil Engineers. All rights reserved.



### City Council Staff Report

**To:** Honorable Mayor and City Council  
**From:** Chad Boshell, City Engineer  
**Date:** December 17, 2024  
**Subject:** **CONSIDER STAPP CONSTRUCTION FOR THE SHEPARD CREEK WELL HOUSE PROJECT**

#### RECOMMENDATION

Approve the contract and bid from Stapp Construction for the construction of the Shepard Creek Well House Project in the amount of \$2,905,974.00.

#### BACKGROUND

The City received seven bids for the construction of the Shepard Creek Well House ranging from \$2,905,974.00 to \$4,130,490.00. Below is the summary of the bids received:

Contractor	Bid
Stapp Construction, Inc.	\$2,905,974.00
Corrio	\$2,994,986.73
MSCI	\$2,999,095.58
Wasatch West Contracting	\$3,076,237.91
Core Industrial Group	\$3,518,732.27
Wadman	\$3,659,000.00
COP Construction	\$4,130,490.00

Construction will begin in January of 2025. The project includes a new well house on Farmington City Property near 1700 N on Main Street. The well will produce 900 gpm of water. This project is currently budgeted using water ARPA funds and water impact fees. City staff recommends awarding Stapp Construction the project.

#### SUPPLEMENTAL INFORMATION

Contract

Respectively Submitted



Chad Boshell, P.E.  
Assistant City Manager

Reviewed and Concur



Brigham Mellor  
City Manager



**DOCUMENT 00 52 00**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

This Agreement is by and between Farmington City ("Owner") and Stapp Construction, Inc. ("Contractor"). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally consists of Construction of the well house, piping, and all other appurtenances required to supply to water from this source into the system.

**ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Shepard Creek Well House.

**ARTICLE 3—ENGINEER**

3.01 The Owner has retained **CRS Consulting Engineers, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

**ARTICLE 4—CONTRACT TIMES**

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially complete within 275 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner [substantial LDs] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect,



refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner [final LDs] for each day that expires after such time until the Work is completed and ready for final payment.

- 3. *Milestones:* Contractor shall pay Owner [milestone LDs] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
- 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:*

- C. Total bid Amount **\$2,905,974.00.**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95%** percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).



- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate at 2% per annum above the rate paid by the Internal Revenue Service on refund claims.

## **ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual.
  6. Drawings (not attached but incorporated by reference) consisting of **66** sheets with each sheet bearing the following general title: Shepard Creek Well House.
  7. The following Addenda:
    - a. Addendum 1, 2, 3, dated 11/08/2024, 11/18/2024, and 11,20,2024 respectively.
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractors Bid
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.



- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### *8.01 Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### *8.02 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;





2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **December 18, 2024** (which is the Effective Date of the Contract).

Owner:

**Farmington City**

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Attest:

*(individual's signature)*

Title:

*(typed or printed)*

Address for giving notices:

**Chad Boshell**

**160 South Main Street**

**Farmington Utah, 84025**

Designated Representative:

Name:

**Chad Boshell**

*(typed or printed)*

Title:

**Assistant City Manager/City Engineer**

*(typed or printed)*

Address:

**160 South Main Street**

**Farmington Utah, 84025**

Phone:

**801-939-9287**

Email:

**cboshell@farmington.utah.gov**

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

**Stapp Construction, Inc.**

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority)*

Attest:

*(individual's signature)*

Title:

*(typed or printed)*

Address for giving notices:

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

Phone:

Email:

License No.:

*(where applicable)*

State:



**ARTICLE 1—OWNER AND BIDDER**

- 1.01 This Bid is submitted to: Farmington City.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

- 3.01 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices:

Base Bid

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization/Clean-up	LS	1		\$ 151,000.00
2	Clearing & Grubbing	LS	1		\$ 14,700.00
3	Complete Site Grading	LS	1		\$ 14,670.00
4	Install Recycled Asphalt Pavement Provided by Farmington City	CY	250	\$ 42.00	\$ 10,500.00
5	Furnish and Install Well House Structural/Mechanical Bldg	LS	1		\$ 556,000.00
6	Furnish and Install Well House Piping and Appurtenances	LS	1		\$ 299,000.00
7	Furnish and Install 72" Chemical Containment Manhole	EA	1	\$ 23,030.00	\$ 23,030.00
8	Furnish and Install Fluoride Equipment	LS	1		\$ 22,885.00
9	Furnish and Install Chlorine Equipment	LS	1		\$ 25,945.00
10	Furnish and Install Pureflow Iron & Manganese Removal Filtration System	LS	1		\$ 992,000.00
11	Furnish and Install Exterior Electrical Conduit/Junction Boxes	LS	1		\$ 36,000.00
12	Furnish and Install Diesel Generator & Reinforced Concrete Pad	LS	1		\$ 136,185.00



13	Furnish and Install 4" Thick Concrete Sidewalk	CY	11	\$ 141.00	\$ 1,551.00
14	Furnish and Install Well House Electrical	LS	1		\$ 219,090.00
15	Furnish and Install 8" C900 DR-18 PVC Waterline	LF	192	\$ 210.00	\$ 40,320.00
16	Furnish and Install Fire Hydrant Assembly	EA	1	\$ 11,390.00	\$ 11,390.00
17	Connect to Existing 12" HDPE Waterline	EA	2	\$ 11,395.00	\$ 22,790.00
18	Furnish and Install 10" C900 DR-18 PVC Waterline	LF	39	\$ 640.00	\$ 24,960.00
19	Furnish and Install 1" Water Service Lateral & Meter	EA	1	\$ 5,940.00	\$ 5,940.00
20	Furnish and Install 2'x4' Blow-Off Discharge Box	EA	2	\$ 8,460.00	\$ 16,920.00
21	Furnish and Install 15" RCP Storm Drain Line	LF	297	\$ 159.00	\$ 47,223.00
22	Furnish and Install 48" Manhole	EA	4	\$ 10,740.00	\$ 42,960.00
23	Furnish and Install 16'x9'x9'-6" 9000 Gallon Backwash Tank	LS	1		\$ 66,120.00
24	Furnish and Install 10" C900 DR-21 PVC Sewer Line	LF	10	\$ 232.00	\$ 2,320.00
25	Furnish and Install 1.5" HDPE DR-11 (IPS) Sewer Force Main	LF	400	\$ 92.50	\$ 37,000.00
26	Furnish and Install 4" 8" C900 DR-21 PVC Sewer Lateral	LF	105	\$ 532.00	\$ 55,860.00
27	Connect to Existing 10" Sewer Line with 48" Manhole	EA	1	\$ 29,615.00	\$ 29,615.00
Total of All Unit Price Base Bid Items					<b>2,905,974.00</b>

Total Unit Price Base Bid (in words): \_\_\_\_\_  
two million nine hundred five thousand nine hundred seventy-four

Alternates

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
					\$
					\$
					\$
					\$
					\$
Total of All Alternate Bid Items					\$
Total Alternate Bid Items (in words): _____					

Base Bid + Alternates



Total of All Unit Price Base Bid Items + Alternates	\$
Total All Unit Price Base Bid Items + Alternates (in words): _____	

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item,
2. the Contractor or Owner shall be entitled to an adjustment in Unit Price as indicated in Section 00 80 00 - Supplementary Conditions, SC-13.03E, and
3. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$	<b>2,905,974.00</b>
Total Bid Price (in words): _____		
two million nine hundred five thousand nine hundred seventy-four		

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 Bid Acceptance Period
- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	2024.11.08
2	2024.11.18
3	2024.11.20





## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 Bidder's Representations

#### A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 6.02 Bidder's Certifications

#### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.



3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



BIDDER hereby submits this Bid as set forth above:

Bidder:

Stapp Construction, Inc.  
*(typed or printed name of organization)*

By:   
*(individual's signature)*

Name: Jared Stapp, President  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: 2024.11.26  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices: 445 N 700 W Suite 110  
North Salt Lake, 84054 UT

Bidder's Contact:

Name: Jared Stapp, President  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: 801.294.4385

Email: jared@stappconstruction.com

Address: \_\_\_\_\_  
445 N 700 W Suite 110  
North Salt Lake, 84054 UT

Bidder's Contractor License No.: (if applicable) 358047-5501

**END OF DOCUMENT**

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Brigham Mellor  
**Date:** December 17<sup>th</sup>, 2024  
**Subject:** **Release of Trail Easement on County Property**

### RECOMMENDATION(S)

Approve the easement release via the accompanying quitclaim deed on parcels 08-076-0047 and 08-076-0127

### BACKGROUND

The Farmington Creek trail along the north side of the creek (south of the WSP facility) has been closed for over 2 years. The county would like to vacate that easement as they feel the trail on both north sides of the creek is redundant, there is a trail on the south side. Farmington City Parks department agrees with the sentiments of the county team that the trail is redundant. The easement dates back to 2001 before the location of the regional park on the south side of the creek. The south side trail is used far more than the north side (as evidenced by the fact that the north side trail has been closed for an extended duration). The north side is in significant disrepair and the county feels the trail repairs are a waste of resources as the trail itself is not in harmony with the changes recently made to the WSP and planned expansion of the Utah DFCM's plans for the Expansion of the Davis County Justice Complex.

Respectfully Submitted,



Brigham Mellor  
City Manager

WHEN RECORDED, MAIL TO:  
Davis County  
61 South Main St  
P.O. Box 618  
Farmington, Utah 84025

\_\_\_\_\_  
*Space above this line for Recorders use only*

## Quitclaim Deed

**Farmington City**, a municipal corporation of the State of Utah, Grantor, hereby QUITCLAIMS to **Davis County**, a body corporate and politic of the State of Utah, Grantee, at 61 South Main Street, Farmington, Utah 84025, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the parcel of land described in this instrument below.

This instrument is given to convey, release and terminate any and all interest of Farmington City including but not limited to that certain Easement and Agreement, dated May 16, 2001 and recorded August 16, 2001 as Entry No. 1682594 in book 2867 at page 571 of Official Records of the Davis County Recorder's Office, on the following described parcel of land in Davis County, State of Utah, to-wit:

A 20.0 foot wide easement extending 10.0 feet on each side of the following described centerline: (except where the trail passes side of the Mountain Fuel property where the easement would extend only to the easterly line of Mountain Fuel property)

Beginning at a point which is S 0°07'49" E 350.25 feet along the section line and east 2034.46 feet from the west quarter corner of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, running thence S 12°04' 30" W 24.88 feet, thence S 12°26'19" W 6.33 feet, thence S 18°30'06" W 21.21 feet, thence S 26°39' W 36.42 feet, thence S 35°24'18" W 22.98 feet, thence S 41°22'33" W 30.56 feet, thence S 42°03'56" W 10.65 feet, thence S 45°16'56" W 37.04 feet, thence S 40°59'49" W 18.60 feet, thence S 51°30'22" W 8.79 feet, thence S 60°10'48" W 49.25 feet, thence S 45°04'33" W 29.43 feet, thence S 37°43'22" W 111.41 feet, thence S 36°14'42" W 28.50 feet, thence S 41°38'71" W 188.95 feet, thence S 39°04'45" W 32.94 feet, thence S 35°06'46" W 43.98 feet, thence S 45°35'50" W 131.18 feet, thence S 35°57'27" W 49.13 feet, thence S 35°09'14" W 68.99 feet, thence S 39°45'04" W 80.68 feet, thence S 42°56'05" W 59.18 feet, thence S 40°39'22" W 64.44 feet, thence S 31°11'17" W 146.79 feet, thence S 37°20'10" W 43.14 feet, thence S 43°06'19" W 57.68 feet, thence S 48°11'19" W 140.18 feet, thence S 37°14'54" W 27.47 feet, thence S 30°33'31" W 27.14 feet, thence S 17°14'23" W 39.58 feet, thence S 39°47'24" W 119.10 feet, thence S 27°22'36" W 94.74 feet, thence S 31°51'39" W 39.00 feet, thence S 40°08'14" W 36.00 feet, thence S 43°17'39" W 39.79 feet, thence S 34°03'47" W 73.44 feet to the easterly right-of-way line of the D&RG Railroad.

Part of Tax ID 08-076-0047 and 08-076-0127

Continued on Page 2



This instrument is made in pursuance of a action, authorized by the City Council of said Farmington City, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and vesting in the Grantee all of the title in said real property.

FARMINGTON CITY

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

Reviewed and advised as to  
Form and Legality

ATTEST:

\_\_\_\_\_  
Paul Roberts,  
Farmington City Attorney

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

Acknowledgment

State of Utah        )  
                              )§  
County of Davis     )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me \_\_\_\_\_, a notary public, personally appeared Brett Anderson and DeAnn Carlile, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to in this document, and acknowledged they executed the same in the capacities as Farmington Mayor and Farmington City Recorder, respectively.

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

Continued on Page 3

Quitclaim Deed from Farmington City Accepted for Davis County by,

\_\_\_\_\_  
Bob J Stevenson, Chair  
Board of Davis County Commissioners

ATTEST:

\_\_\_\_\_  
Brian McKenzie,  
Davis County Clerk

STATE OF UTAH            )  
                                      )§  
COUNTY OF DAVIS        )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me \_\_\_\_\_, a notary public, personally appeared Bob J Stevenson and Brian McKenzie who duly represented to me that they are the Chair of the Board of County Commissioners of Davis County and the Davis County Clerk, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County pursuant to action taken by the Board of Commissioners.

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

# 2001 213

## EASEMENT AND AGREEMENT

This Easement and Agreement made and entered into this 16th day of May, 2001, by and between FARMINGTON CITY, a municipal corporation of the State of Utah, hereinafter referred to as "City," and DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as "County."

### WITNESSETH:

WHEREAS, County presently owns several acres of real property on which is constructed the Davis County Justice Center which property borders Farmington Creek; and

WHEREAS, County has constructed a walking and equestrian trail on its property along and adjacent to Farmington Creek; and

WHEREAS, City desires to utilize County's property and the walking and equestrian trail located thereon for public recreational purposes, including a walking, jogging, and equestrian trail as a part of the City's overall trail system; and

WHEREAS, County is willing to grant to City an easement over and across the property described herein upon the following terms and conditions.

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

1. County hereby grants to City a perpetual easement and right-of-way over

and across the following described real property for public recreational purposes, including a walking, jogging, and equestrian trail:

A 20.0 foot wide easement extending 10.0 feet on each side of the following described centerline: (except where the trail passes side of the Mountain Fuel property where the easement would extend only to the easterly line of Mountain Fuel property).

Beginning at a point which is S 0p07'49" E 350.25 feet along the section line and east 2034.46 feet from the west quarter corner of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian; running thence S 12p04' 30" W 24.88 feet, thence S 12p26'19" W 6.33 feet, thence S 18p30'06" W 21.21 feet, thence S 26p39' W 36.42 feet, thence S 35p24'18" W 22.98 feet, thence S 41p22'33" W 30.56 feet, thence S 42p03'56" W 10.65 feet, thence S 45p16'56" W 37.04 feet, thence S 40p59'49" W 18.60 feet, thence S 51p30'22" W 8.79 feet, thence S 60p10'48" W 49.25 feet, thence S 45p04'33" W 29.43 feet, thence S 37p43'22" W 111.41 feet, thence S 36p14'42" W 28.50 feet, thence S 41p38'21" W 188.95 feet, thence S 39p04'45" W 32.94 feet, thence S 35p06'46" W 43.98 feet, thence S 45p35'50" W 131.18 feet, thence S 35p57'27" W 49.13 feet, thence S 35p09'14" W 68.99 feet, thence S 39p45'04" W 80.68 feet, thence S 42p56'05" W 59.18 feet, thence S 40p39'22" W 64.44 feet, thence S 31p11'17" W 146.79 feet, thence S 37p20'10" W 43.14 feet, thence S 43p06'19" W 57.68 feet, thence S 48p11'19" W 140.18 feet, thence S 37p14'54" W 27.47 feet, thence S 30p33'31" W 27.14 feet, thence S 17p14'23" W 39.58 feet, thence S 39p47'24" W 119.10 feet, thence S 27p22'36" W 94.74 feet, thence S 31p51'39" W 39.00 feet, thence S 40p08'14" W 36.00 feet, thence S 43p17'39" W 39.79 feet, thence S 34p03'47" W 73.44 feet to the easterly right-of-way line of the D& RG Railroad.

2. County shall have the right to use the above-described property for any purposes which do not interfere with the right-of-way and easement granted to City herein. City

agrees that its use of the right-of-way shall not interfere with nor compromise Farmington Creek as a flood control facility.

3. By accepting this easement and right-of-way, City agrees to be responsible for the repair, maintenance, and upkeep of the walking, jogging, and equestrian trail that has been constructed within the easement.

4. The City may adopt and enforce rules and regulations governing the use of the trail facilities and the hours of use.

5. The City expressly agrees to indemnify, defend, and hold the County, their respective officers, employees, representatives, and agents free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of the use of the subject property by City for recreational purposes including but not limited to a walking, jogging, and equestrian trail. Likewise, County hereby agrees to indemnify, defend, and hold the City, its officers, employees, representatives, and agents free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out any negligence or breach of the County and its officers, employees, and agents and representatives in connection with the County's use of the above-described property. Nothing contained herein shall constitute or be construed a waiver of either party's governmental immunity or any legal defenses available pursuant thereto.

6. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties hereto.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors in interest and assigns.

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

FARMINGTON CITY

By *Gregory S. Bell*  
Gregory S. Bell, Mayor



ATTEST:

*Margy Lomax*  
Margy Lomax  
Farmington City Recorder

STATE OF UTAH        )  
                                  )§.  
COUNTY OF DAVIS )

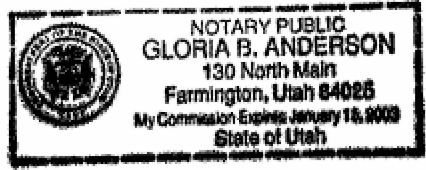
On the 18<sup>th</sup> day of July, 2001, personally appeared before me Gregory S. Bell and Margy Lomax, who being by me duly sworn did say, each for himself and herself, that he, the said Gregory S. Bell, is the Mayor of Farmington City, and she, the said Margy Lomax, is the City Recorder of Farmington City, and that the within and foregoing instrument was signed on behalf of the said Farmington City by authority of the City Council of Farmington City and the said Gregory S. Bell and Margy Lomax each duly acknowledged to me that the said Farmington City executed the same and that the seal affixed is the seal of the said Farmington City.

NOTARY PUBLIC

*Gloria B. Anderson*

Approved as to Form:

\_\_\_\_\_  
Office of Farmington City Attorney





DAVIS COUNTY

By *Dannie R. McConkie*  
Dannie R. McConkie, Chairman  
Board of County Commissioners

ATTEST:

*Steve S. Rawlings*  
Steve S. Rawlings  
Davis County Clerk/Auditor

STATE OF UTAH     )  
                                  )§.  
COUNTY OF DAVIS )

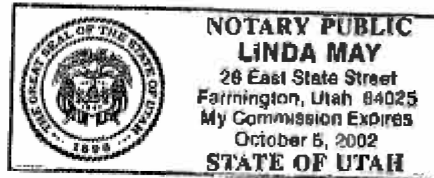
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2001, by Dannie R. McConkie and Steve S. Rawlings who duly represented to me that they are the Chairman of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County pursuant to a resolution of the Board of County Commissioners.

NOTARY PUBLIC

*Linda May*

Approved as to Form:

*James Eastman*  
Office of Davis County Attorney



# Davis County Contract Cover Sheet



**Department** FairPark June 21, 2001

**Contracting Entity** Farmington City  
130 North Main St.  
Farmington, UT 84025  
451-2383

**Contact Person** David Peterson

**Type of Contract** New

**Period of Contract** N/A

**Amount** \$0

**Budget Account Number**

**Local Match** N/A

**Description** Easement for a public trail across FairPark land. The agreement includes maintenance responsibilities for Farmington City.

**Budget Change Required** No

Recommended by *Barry M. Burton* 6/21/01  
Department Date

Form Approval *David Peterson* 25 July 01  
Attorney Date

Review by *[Signature]* 7/23/01  
Clerk/Auditor Contract Coordinator Date

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Brigham Mellor, City Manager  
**Date:** December 17, 2024  
**Subject:** **Franchise Agreement with SenaWave Communications**

### RECOMMENDATION(S)

This is being placed on the consent agenda. If it is removed for discussion, the recommended motion is: "I move that the City Council approve the attached franchise agreement with Vaix Inc. (dba SenaWave Communications).

### BACKGROUND

Franchise agreements allow utility providers to access the city right-of-way and easements to facilitate providing services to residents. The City is required to provide equal access to those areas to all providers. This Agreement is substantially similar to those approved for other fiber providers in recent years.

Respectfully submitted,



Brigham Mellor  
City Manager

**FARMINGTON CITY AND SENAWAVE COMMUNICATIONS  
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (“Franchise” or “Agreement”) is made and entered into on Dec - 11 - 2024, 2025 by and between Farmington City, Utah, (hereinafter “City”) and Vaix Inc dba SenaWave Communications (hereinafter “Company”).

WITNESSETH:

WHEREAS, the City, pursuant to *Utah Code Ann.* §10-8-11, as amended, the City’s inherent Police Powers, Chapter 9-4 of the Farmington City Code, and other statutory authority, regulates the use of City Right-of-Way for the benefit of its residents; and

WHEREAS, the Company desires to provide certain telecommunication services within the City and in connection therewith to establish a telecommunications network in, under, along, over, and across present and future streets, alleys, easements, and Rights-of-Way of the City, consisting of telecommunication lines, cables, and all necessary appurtenances; and

WHEREAS, the City, in exercise of its ownership rights over and in the public streets, alleys, easements, and Rights-of-Way, believes that it is in the best interest of the public to provide to the Company and its successors a non-exclusive franchise to operate its business within the City; and

WHEREAS, the City and the Company have negotiated an arrangement whereby the Company may provide its services within the City, pursuant to the terms and conditions outlined in this Agreement and in Chapter 9-4 of the Farmington City Code and other relevant sections of the Farmington City Code, and subject to the further reasonable regulation under its police and other regulatory power; and

WHEREAS, this Agreement is intended to cover all Company facilities within the City, whether existing or contemplated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, City and Company agree as follows:

**ARTICLE I**

**FRANCHISE AGREEMENT AND ORDINANCE**

**1.1 Agreement.** Upon approval by the City Council, this Franchise Agreement shall be deemed to constitute a contract by and between City and Company.

- 1.2 Ordinance.** The City has adopted Chapter 9-4 "Franchise Rights-of-Way" (the "Ordinance"), and such Ordinance is incorporated herein by reference and made an integral part hereof.
- 1.3 Grant of Franchise.** The City hereby grants to Company and its successors and assigns the non-exclusive right, privilege, and franchise (the "Franchise") to construct, maintain, and operate a Telecommunications System (hereinafter "Network"), in, under, along, over, and across the present and future streets, alleys, easements and Rights-of-Way of the City. The Franchise does not grant to the Company the right, privilege or authority to engage in the community antenna (or cable) television business although nothing contained herein shall preclude the Company from (1) permitting those lawfully engaged in such business to utilize Company's facilities within the City for such purposes, or (2) from providing such service if an appropriate Franchise is obtained and all other legal requirements have been satisfied.
- 1.4 Financial Capability.** Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.
- 1.5 Relationship; Joint Facilities Agreement.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with the other. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate Pole Attachment and Conduit Occupancy Agreement.
- 1.6 Records Inspection.** The records of the Company pertaining to the reports, plans, designs, and payments required by this Franchise, including, but not limited to, any records deemed necessary or useful by the City to calculate or confirm Gross Revenues, as defined herein, shall be open for inspection by the City and its duly authorized representatives at all reasonable business hours of the Company, provided Company is given reasonable notice. Such records may be copied by the City and the copies may be removed from the premises, provided that reasonable arrangements are made to protect the confidentiality of such records.
- 1.7 Definitions.** The words, terms, and phrases which are used herein and in the Ordinance shall have their ordinary plain meaning unless the word, term, or phrase is expressly defined herein. Words, terms, and phrases which are not specifically defined herein, but are defined in 47 U.S.C. Section 153, or its successor, shall have the technical meaning provided by that section as of the date of this agreement. The following words, terms, and phrases when used herein shall have the following meanings:

"City Council" means the City Council of Farmington City.

“Customer” means a person or user of the Company’s telecommunications Network who lawfully receives telecommunications services or other services therefrom with the Company’s authorized permission, including, but not limited to, other companies utilizing Company’s Network to provide services to customers of those companies.

The term “Facilities” or “facilities” when used in this Agreement means all or a portion of Company’s Telecommunications System.

“Gross Revenues” means gross receipts from telecommunications services attributed to customers within the City, without regard to the billing address of the customer, as more particularly set forth in the Municipal Telecommunications License Tax Act, U.C.A. §10-1-402.

“Network” means a Network of telecommunications lines and cables (including without limitation fiber-optic and copper lines and cables), together with necessary and desirable appurtenances (including underground and above-ground conduits and structures, poles, towers, wire, and cable) for its own use for the purpose of providing telecommunications services to the City, the inhabitants thereof, and persons and corporations beyond the limits thereof.

“Public Improvement” means any existing or contemplated public facility, building, or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water drainage, Right-of-Way improvements, poles, lines, wires, conduits, and Public Projects.

“Public Project” means any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature.

“Rights-of-Way” includes present and future City streets, alleys, rights-of-way, and public easements, including easements dedicated in plats of the City.

## ARTICLE II

### TERM AND RENEWAL

- 2.1 Term and Renewal.** The Franchise granted to Company shall be for a period of ten (10) years commencing on the date this Agreement is executed, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term the Franchise may be renewed by Company upon the same terms and conditions as contained in this Agreement, so long as Company is in compliance with the provisions of this Agreement, for an additional ten (10) year term, by providing to the City’s representative, not less than ninety (90) calendar days before the expiration of the initial franchise term, written notice of Company’s intent to renew. If *Utah Code Ann.* § 10-1-403, is changed,



the parties shall amend, upon its renewal, this Agreement to conform to the new statutory limit.

- 2.2** The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

### ARTICLE III

#### CONSIDERATION AND PAYMENT

- 3.1 Franchise Fee.** For and in consideration of the Franchise, and as fair and reasonable compensation to the City for the use by the Company of the City's Rights-of-Way, the Company agrees:
- a. To pay to the City an annual franchise fee (the "Franchise Fee"), in an amount equal to, and consisting of, the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, *Utah Code Annotated* 1953, as amended, and imposed and levied pursuant to Farmington City Code, Chapter 5-7, (collectively the "Municipal Telecommunications Tax Laws"). Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Laws, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an Interlocal Cooperation Agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Laws, and any rules and regulations promulgated thereunder. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Laws, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.
  - b. Notwithstanding the provisions of Section 3.1(a) above, the Franchise Fee shall be calculated and payable as described therein only so long as the Company and the services provided within the City by the Company by means of the Company Facilities are subject to the Municipal Telecommunications Tax. In the event all or any portion of the Company Facilities ceases to be used by the Company to provide services subject to the Municipal Telecommunications Tax, to the extent permitted by Utah law, the Company shall pay, in lieu of the Franchise Fee, a charge with respect to such portion of the Company Facilities, payable from and after the (i) the date Company ceases to provide such services, or (ii) the date the Municipal Telecommunications Tax ceases to apply to the services provided by the Company, which shall be calculated in the same manner as the charge then imposed by the City on other Companies occupying the Right-of-Way with

similar facilities, and which do not provide telecommunication services subject to the Municipal Telecommunications Act. The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate a change in the Municipal Telecommunications Tax Laws, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

- 3.2 Reconciliation.** Within thirty (30) calendar days after the filing of any report or the making of any payment, or within such reasonable additional time as the City may request, the City shall examine such report or payment, determine the accuracy thereof, and, if the City finds any errors, report such errors to the Company for correction. If the Franchise Fee as paid shall be found deficient, the Company shall promptly remit the difference, and if the Franchise Fee as paid shall be found excessive, the City shall promptly refund the difference. In the event of a disagreement, the Company shall make payment under protest pending the resolution of the dispute between the parties or through the courts. Neither payment of the Franchise Fee nor failure to make such investigation shall be deemed to estop the City or the Company in any way or prevent subsequent investigation by either and collection or return of any amount properly due. No acceptance of any payment by the City shall be construed as a release of, or an accord or satisfaction of, any claim the City might have for further or additional sums payable under the terms of this Agreement for the performance of any other obligation of the Company hereunder.
- 3.3 Extensions Not Statute of Limitation or Repose.** The aforesaid 30-day notice period is not intended and shall not act as a statute of limitation or repose, which limitation periods shall be governed by Utah Law.
- 3.4 City Financial Review.** The Manager or the Manager's designee, as City Representative may undertake a financial review of Company's payment of its Franchise fees and other fees and obligations under this Agreement. The failure or omission to conduct a financial review shall not constitute any waiver or estoppel.
- 3.5 Delinquency.** Failure to make any payment within thirty (30) calendar days of the applicable payment date shall be subject to a delinquency penalty charge of ten percent (10%) of the payment, and shall constitute breach of the terms of this Agreement and constitute just cause for termination. Unpaid amounts, including penalties, shall bear interest until paid at the rate of ten percent (10%) per annum until paid.
- 3.6 Revenue Report Following Termination.** In the event this Agreement or the Franchise should be terminated, forfeited, or determined to be void or invalid by any order or decree by a court of competent jurisdiction, the Company, not later than thirty (30) calendar days following such termination, forfeiture, or determination, shall submit to the City a report prepared as before required, showing the Gross Revenues of the Company in the City for the time elapsed since the last period for which the Company has paid the

Franchise Fee. Contemporaneously with the submission of the report, the Company shall pay to the City the Franchise Fee due and owing to the City for such period.

- 3.7 Audits.** For the purpose of verifying the correct amount of the Franchise Fee, the books and records of Company pertaining thereto shall be open to inspection or audit by duly authorized representatives of Farmington City, during business hours, but not more than once in a twelve (12) month period, upon giving at least twenty (20) business days advance written notice of the intention to inspect or audit said books and records ; provided, however that any such inspection shall take place within three (3) years from the date the City receives such payment, after which period any such payment shall be considered final. Upon completion of any such audit, the City shall provide to the Company a final report setting forth the City's findings in detail, including any substantiating documentation. In the event of an overpayment by the Company, the City shall refund the overpayment to the Company within thirty (30) days. In the event of an alleged underpayment, the Company shall have thirty (30) days from the date of receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports the parties shall attempt to establish a "Finally Settled Amount." For purposed of this Section, the term "Finally Settled Amount" shall mean the agreed upon underpayment which shall be paid by the Company to the City as a result of the audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within thirty (30) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law. Any Finally Settled Amount shall be paid by the Company to the City within thirty (30) days from the date the parties agree on the Finally Settled Amount. Additionally, The Company agrees to reimburse the City the reasonable costs of an audit if the audit discloses and the Finally Settled Amount reflects that the Company had paid ninety percent (90%) or less of the compensation due the City for the period of such audit. Once the Finally Settled Amount is paid by the Company, the City shall have no further rights to audit or challenge the payment for the period included in the audit.

## ARTICLE IV

### USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY

- 4.1 Franchise Rights to Use the Public Right-of-Way.** The Company shall have the right to use the public Rights-of-Way within the City to construct and maintain its Network subject to the conditions set forth in this Agreement, including the provisions of Chapter 9-4 of the Farmington City Code, which are hereby incorporated by reference; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, or within any Right-of-Way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City Representative. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. In addition, Company shall have the right to utilize any easements across

private property granted to the City for utility purposes, provided the City's written permission is obtained in each case and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and Rights-of-Way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or Right-of-Way beyond the extent that the City may have acquired, and such easements and Rights-of-Way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and Right-of-Way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or Right-of-Way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or Right-of-Way.

- 4.2 Company Duty to Relocate; Subordination to City Use.** Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, Rights-of-Way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not less than ninety (90) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City, except that the Parties may agree to abandon the facilities in place in lieu of relocation. Any relocation, removal, or reinstallation by the Company shall be at no cost to the City; provided, however, that the Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Company to install or relocate its lines underground shall be subject to the provisions of paragraph 5.3 below. Any money and all rights to reimbursement from the State of Utah, the federal government, or other public funds to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. If the City has required the Company to relocate its facilities to accommodate a private third party, the Company shall be entitled, and the City shall use good faith, to require such third party to pay the costs of relocation. The Company may request payment of such costs from the third party in advance of the relocation. Notwithstanding anything to the contrary herein, the Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such Public Improvements so as not to impact or be impacted by such Public Improvements.
- 4.3 Duty to Obtain Approval to Move Company Property; Emergency.** Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company

facilities. However, if it becomes necessary (in the reasonable judgment of the Mayor, City Council, City Manager, City Engineer, Fire Chief, Police Chief, or their designees) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company, and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. In such event, the City shall notify the Company as soon as reasonably possible of the emergency and the actions taken by the City in response thereto. Should the City take actions pursuant to this section, the Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Company's property and/or (b) interruptions of telecommunications services provided by the use of or through the Company's property (including telecommunications services provided by the Company to the Company's Customers), whether such claims, demands, liens, or liability arise from or are brought by the Company, its insurers, the Company's Customers, or third parties. If, however, the City requests emergency funding reimbursement from federal, state or other governmental sources, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City for the repair of the Company's facilities or on behalf of Company shall be paid to the Company within thirty (30) business days.

## **ARTICLE V**

### **PLAN, DESIGN, CONSTRUCTION, INSTALLATION OF COMPANY FACILITIES**

- 5.1 Coordination of Construction and Joint Use.** On or before February 28, May 31, August 31, and November 30 of each calendar year, or such other date the Company and City may agree upon from year to year, the Company's and the City's representatives will meet (the "Quarterly Coordination Meeting") for the purpose of exchanging information and documents regarding future construction of Company's facilities within the City, with a view toward coordinating their respective activities. Documents and information to be exchanged shall include, without limitation, engineering drawings or other detailed maps of the proposed locations of construction or installation of telecommunication facilities. The Company, the City Engineer, and the Community Development Director shall thereafter in good faith exchange other information and documents regarding the proposed construction for the purpose of coordinating the joint and respective activities within the City. Any significant construction or installation of new facilities by the Company or other franchised telecommunication companies not presented at the Quarterly Coordination Meeting shall only be commenced upon approval of the City Manager and the Community Development Director. Information regarding future capital improvements involving land acquisition or construction or installation of telecommunication facilities shall be treated with confidentiality as governed, and to the extent authorized, by City ordinance and the Government Records Access and Management Act.
- 5.2 Conditions of Public Utility Easement, Right-of-Way and Street Occupancy.**

- a. Except as provided below, the Company shall not erect, authorize, or permit others to erect any poles within the streets of the City for the operation of Company's Network, but shall use the existing poles and facilities of the City Energy Department and other telecommunication providers under such terms as the Company negotiates with City and these other entities in separate "joint facilities" agreements. City shall cooperate with Company in its negotiating with other telecommunication providers.
- b. The Company may request, in writing, that it be authorized to erect poles or place conduit or other facilities within the streets of the City for the operation of its Network. Such consent shall be entirely discretionary with the City and shall be given upon such terms and conditions as the City Council, in its sole discretion, may prescribe, consistent with consent granted to other franchisees, which shall include a requirement that the Company perform, at its sole expense, all tree trimming required as a result of the Company's presence to maintain the line or facilities clear of obstructions. With respect to any poles or wire-holding structures that the Company is authorized to construct and install within the City, a public utility or public utility district serving the City may, if denied the privilege of utilizing such pole or facility by the Company, apply for such permission to the City Council. If the City Council finds that such use would enhance the public convenience and would not unduly interfere with the Company's present and future operations, the City Council may authorize such use subject to such terms and conditions as may reasonably be agreed between the parties. Such authorization shall include the condition that the public utility district pay to the Company any and all actual and necessary costs incurred by the Company in permitting such use, and shall indemnify the Company and City from and against any claims or causes of action brought about due to such use.
- c. No cables, equipment, or wires for construction, maintenance, and operation of the Network shall be installed or the installation thereof commence on any existing pole within the City until the proposed location, specifications, and manner of installation of such cables, equipment, and wires are set forth upon an engineering drawing, plot, or map showing the existing poles, streets, alleys, or highways where such installations are proposed. The drawing, plot, or map shall be submitted to the City Engineer and reviewed for approval or disapproval within a reasonable time in writing. Such approval shall not be unreasonably withheld. The Company shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system, including but not limited to any necessary approvals from persons and/or the City to use private property, easements, poles and conduits.
- d. If, in the conduct of its business, the Company is required to locate facilities in the streets of the City, other than facilities that may be attached to utility poles, the nature of such facilities shall be disclosed to the City for prior review and



approval as to the need thereof and as to the location within the street. The installation shall be made under such conditions as the City Engineer shall prescribe.

- e. The Company, at its own expense, may, and is solely responsible to, trim trees overhanging the public Rights-of-Way of the City to prevent the branches of such trees from coming in contact with the Company's wires and cable. Prior to the Company attempting to trim trees upon and overhanging streets, alleys, sidewalks and public places of the City, the Company shall obtain approval from, and be under the supervision of, the City official to whom such duties have been or may be delegated in accordance with the applicable provisions of the municipal code of the City. Company shall immediately remove the trimmings and restore the area to its previous condition.
- f. The Company, on the request of any person holding a building moving permit issued by the City, shall temporarily raise or lower its wires to permit the moving of such building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Company may require such payment in advance. The City agrees to provide prior written notice of the necessity to move the wires as far in advance as possible; provided in no event shall the City give less than five (5) business days advance notice. In the event of a disagreement between the Company and the holder of a permit, such disagreement shall be resolved by the City.

**5.3 Duty to Underground.** The Company shall be required to comply with the rules and regulations of the Public Service Commission in regard to the installation of underground lines. In addition, the Company shall comply with rules and regulations adopted by the City for the placement of newly constructed Network lines underground; provided, however, Company shall only be required to place newly constructed Network lines underground to the extent that underground placement is also required of all other existing and newly constructed lines of other telecommunication companies at that location with the City. If all other electric utilities or telephone utilities are located or relocated underground in any place within the City after the Company has installed its facilities, the Company shall thereafter remove and relocate its facilities underground in such places in a reasonable time as mutually agreed upon between the City and the Company. Where utilities are underground, the Company may locate certain equipment above ground upon a showing of necessity and with the written approval from the City.

**5.4 Company Duty to Comply with Rules and Regulations.** Facilities located on, upon, over, and under property in which the City has an ownership interest shall be constructed, installed, maintained, cleared of vegetation, renovated, or replaced in accordance with such rules and regulations as the City may reasonably issue. Except when infeasible due to exigent circumstances related to the health, safety, and welfare of the Community, the Company shall acquire permits in accordance with such rules and regulations and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance.

- 5.5 Compliance with Pollution Laws.** Company shall ensure that its facilities within the City meet any standards required by applicable federal and state air and water pollution laws. Upon the City's request, the Company shall provide the City with a status report of such measures.
- 5.6 Compliance with Applicable Laws.** All telecommunications lines, poles, towers, pipes, conduits, equipment, property, and other structures or assets installed, used, maintained, relocated, or dismantled under color of this Agreement shall be so installed, used, operated, tested, maintained, relocated, or dismantled in accordance with applicable federal, state, and City law and regulations, including but not limited to the most recent editions of the National Electrical Code, the National Electrical Safety Code, and the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Agreement may be additional to or stricter than such minimum standards.
- 5.7 Location to Minimize Interference.** All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, Rights-of-Way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, Rights-of-Way, or public property.
- 5.8 Repair of Damage.** If during the course of work on its facilities, the Company causes damage to or alters any street, alley, Rights-of-Way, sidewalk, utility, Public Improvement, or other public or private property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, Rights-of-Way, sidewalk, utility, Public Improvement or other public or private property to its previous condition, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.
- 5.9 Guarantee of Repairs.** For a period of one year following the completion of the repair work performed pursuant to Section 5.8, the Company shall maintain, repair, and keep in good condition those portions of said streets, alleys, Rights-of-Way, or public and private property restored, repaired, or replaced to the satisfaction of the City.
- 5.10 Safety Standards.** The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law and included in the requirements of the permits issued by the City, including, but not limited

to, signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

**5.11 Supervision by the City.**

- a. The Company shall construct, operate, and maintain the Network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Company.
- b. The Company's Network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon reasonable notice to the Company.

**5.12 Notice of Closure of Streets.** Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street or lane closure. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 5.10, above.

## **ARTICLE VI**

### **POLICE POWER**

**6.1 Reservation of Police Power.** The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

**6.2 Other Regulatory Approval.** The Company and the City shall at all times during the life of this Franchise, comply with all federal, state, and City laws and regulations and with such reasonable and lawful regulation as the City now or hereafter shall provide, including all lawful and reasonable rules, regulations, policies, resolutions and ordinances now or hereafter promulgated by the City relating to permits and fees, sidewalk and pavement cuts, attachment to poles, utility location, construction coordination, beautification, and other requirements on the use of the Right-of-Way. The terms of this Franchise shall apply to all the Company's facilities used, in whole or part, in the provision of telecommunications services in newly annexed areas upon the effective date of such annexation. Company shall provide no service regulated by the Federal Communications Commission (FCC) or Utah Public Service Commission (PSC) until it has received all necessary approvals and permits from said commissions. Nothing in this Agreement shall constitute a waiver of either party's right to challenge any portion of this

Agreement which is not in accordance with applicable federal, state and local laws.

## ARTICLE VII

### CITY REPRESENTATIVES

- 7.1 City Manager's Duties and Responsibilities.** The City Manager is hereby designated as the "City Representative" with full power and authority to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Agreement and to investigate any alleged violations or failures of the Company to comply with said provisions or to adequately and fully discharge its responsibilities and obligations hereunder. The City Manager may delegate to others, including but not limited to, the City Attorney, City Engineer, and City Finance Director, the various duties and responsibilities of City Representative. The failure or omission of the Manager or the Manager's designee(s) as City Representative to act shall not constitute any waiver or estoppel.
- 7.2 Company Duty to Cooperate.** In order to facilitate such duties of the City Representative, the Company will allow reasonable access to the Company's Network within the City's public Rights of Way provided the City provides three (3) working days advance notice, and any such access is supervised by the Company at all times. Failure of the Company to provide supervision for all times during which the City will access the Network during access for which notice was given under this section, shall excuse the requirement that access be supervised by the Company during those times.
- 7.3 No Waiver or Estoppel.** Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any of such terms and conditions.

## ARTICLE VIII

### TRANSFER OF FRANCHISE

- 8.1 Written Approval Required.** The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment or transfer without such prior written consent shall constitute a Default of the Franchise. In the event of such a Default, City shall proceed according to the procedure set forth in this Agreement, and any applicable state or federal law. Notwithstanding anything to the contrary herein, so long as Company is in full compliance with this Agreement, this Agreement, without any approval or consent of City, may be sold, assigned or transferred by the Company to the Company's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Company's assets in the market defined by the FCC in which the Network is located by reason of a merger, acquisition or other business reorganization.

- 8.2 Procedure for Obtaining Approval for Transfer.** At least ninety (90) calendar days before a proposed assignment or transfer of Company's Franchise is scheduled to become effective, Company shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Council may consider any or all of the following:
- (a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);
  - (b) qualifications of proposed assignee or transferee;
  - (c) legal integrity of proposed assignee or transferee;
  - (d) financial ability and stability of the proposed assignee or transferee;
  - (e) the corporate connection, if any, between the Company, and proposed assignee or transferee; and
  - (f) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of a telecommunications network.
- 8.3 Certification of Assignee.** Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise Agreement and all applicable laws, rules, and regulations.
- 8.4 Effect of Approval.** In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise Agreement until the assignment actually takes place, unless specifically relieved by federal, or state law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.
- 8.5 Transfer Upon Revocation by City.** Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its Network to a qualified third party. City further agrees that during such a period of time, it shall authorize the Company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of that time, Company is unsuccessful in procuring a qualified transferee or assignee of its Network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its Network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

- 8.6 Abandonment of Facilities by Company.** The Company, with the written consent of the City, may abandon any underground facilities in place, subject to the reasonable requirements of the City. In such an event, after receiving the written consent of the City, the abandoned Network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

## ARTICLE IX

### ACCEPTANCE BY THE COMPANY OF FRANCHISE

**Company Duty to Approve Franchise Agreement.** The Company shall, within sixty (60) calendar days after the approval of this Agreement by the City Council, execute this Agreement and provide a fully executed copy to the City. Execution of this Agreement by the Company shall be deemed to be an unqualified acceptance of the Agreement and acknowledgment of the provisions of Title 9 Chapter 4 of the City's Ordinances.

## ARTICLE X

### EXTENSION OF CITY LIMITS

**Annexations.** Upon the annexation of any territory to the City, all rights hereby granted and the Franchise shall extend to the territory so annexed to the extent the City has authority. All facilities owned, maintained, or operated by the Company located within, under, or over streets of the territory so annexed shall thereafter be subject to all terms hereof.

## ARTICLE XI

### TERMINATION OR REVOCATION OF FRANCHISE

- 11.1 Grounds for Termination.** The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:
- a. The Company fails to make timely payments of the Franchise Fee as required under Article III of this Agreement and does not correct such failure within thirty (30) business days after receipt of written notice by the City of such failure;
  - b. The Company, by act or omission, materially violates a duty or obligation herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and, thereupon, after written notice giving the Company notice of such determination, the Company, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety-day period and failure to correct



such conditions, the City may declare the Franchise forfeited, and, thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and, provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the non-compliance was not the intentional or negligent act or omission of the Company;

- c. The Company becomes insolvent, unable, or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within thirty (30) calendar days;
- d. The Company ceases to operate the Network for a continuous period of twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster; or
- e. In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

**11.2 Reserved Rights.** Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

**11.3 Company's Duty to Remove Its Network.**

- a. Except as otherwise provided in Section 8 above, the Company shall within ninety (90) days remove, at its own cost and expense, from any public property within the City, all or any part of the Network when the Franchise is terminated or revoked pursuant to notice as provided herein; or the Franchise expires pursuant to this Agreement.
- b. The Company's removal of any or all of the Network that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.
- c. Immediately upon such removal of the Network, all streets, avenues, alleys, and other public ways and grounds from which the Network was removed shall be restored to as good a condition as the same were before the removal was effected.

## ARTICLE XII

### INSURANCE AND INDEMNIFICATION

- 12.1 No City Liability.** Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct.
- 12.2 Company Indemnification of City.** The Company shall indemnify, hold harmless, and at the City's option defend and hold the City, and the officers, agents, boards, and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind (including accidental death) on account of, or arising from, the exercise by the Company of the rights related to this Agreement, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement. The City shall give the Company written notice of its obligation to indemnify the City within a reasonable time of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Company shall not indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City. In no event shall either party be liable to the other for any indirect, incidental, special, punitive or consequential damages whatsoever, arising out of, or in connection with, this agreement, including but not limited to loss of profits, lost revenue, loss of goodwill, loss of anticipated savings, loss of data. If a Court of competent jurisdiction adjudges, by final decree, that the City is liable for any damages that are covered by and not excluded under this indemnity provision, the Company shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorney fees incurred by the City in defense thereof.
- 12.3 Notice of Indemnification.** The Company shall give prompt written notice to the City of any claim, demand, or lien that may result in a lawsuit against the City. City shall give written notice to Company promptly after City learns of the existence of Claim for which City seeks indemnification; provided, however, the failure to give such notice shall not affect the rights of City, except and only to the extent the Company is prejudiced by such failure. The Company shall have the right to employ counsel reasonably acceptable to the City to defend against any such Claim. If such counsel will represent both the Company and City, there may be no conflict with such counsel's representation of both. No settlement of a Claim may seek to impose any liability or obligation upon the City other

than for money damages. If Company fails to acknowledge in writing its obligation to defend against or settle such Claim within fifteen (15) days after receiving notice thereof from the City (or such shorter time specified in the notice as the circumstances of the matter may dictate), the City shall be free to dispose of the matter, at the expense of Company (but only if indemnification is adjudged to be proper), in any way in which the City deems to be in its best interest. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

- 12.4 Insurance.** Company shall file a certificate of insurance with the City, and at all times thereafter maintain in full force and effect at its sole expense, an acceptable policy or policies which have one of the three highest or best ratings from the Alfred M. Best Company of liability insurance, including comprehensive general liability insurance. The policy or policies shall name as additional insured the City, and in their capacity as such, its officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars (\$2,000,000) per occurrence. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.
- 12.5 City's Right to Intervene.** In any suit in which the City is named as a party and seeks indemnification from the Company, and in which the City in its own reasonable discretion believes that a conflict of interest with Company exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.
- 12.6 Own Counsel.** Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the Company from its duty of defense against liability or paying any judgment entered against such party.

- 12.7 No Creation of a Private Cause of Action.** The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City.
- 12.8 Performance Bonds and Other Surety.** To ensure completion of the Company's performance of its obligations hereunder, Company shall furnish to the City a performance bond, that is substantially similar in form to the surety guarantee bond that is attached hereto as Exhibit 1, from an insurer or guarantor that is acceptable to the City.

### ARTICLE XIII

#### REMEDIES

- 13.1 Duty to Perform.** The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.
- 13.2 Remedies at Law.** In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.
- 13.3 Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).
- 13.4 Force Majeure.** The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, pandemics, endemics, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

### ARTICLE XIV

#### NOTICES

**City and Company Designees and Addresses.** Unless otherwise specified herein, all notices between the City and the Company pursuant to or concerning this Agreement or the Franchise

shall be delivered to (or to such other offices as the City or Company may designate by written notice to the other Party):

City:

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

**With copies to (which shall not constitute notice):**

Company:

SenaWave Communications  
Attn: David Bradshaw  
2075 Pioneer Rd ste 200  
Salt Lake City, UT 84104

**With a copy to (except for invoices) (which copy will not constitute notice):**

## ARTICLE XV

### CHANGING CONDITIONS

**Meet to Confer.** The Company and the City recognize that many aspects of the telecommunications business are currently the subject of discussion, examination, and inquiry by different segments of the industry and affected regulatory authorities, and that these activities may ultimately result in fundamental changes in the way the Company conducts its business. In recognition of the present state of uncertainty respecting these matters, the Company and the City each agree, on request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

## ARTICLE XVI

### AMENDMENT AND GENERAL PROVISIONS

**16.1 Duty to Negotiate.** At any time during the term of this Agreement, the City, through the City Council, or the Company may propose amendments to this Agreement by giving thirty (30) calendar days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, shall negotiate, within a reasonable time, in good faith in an effort to agree upon mutually satisfactory amendment(s). The City shall not seek an amendment from the Company unless it is requiring a similar amendment from the other similarly-situated City franchisees.

**16.2 Written Approval to Amend Agreement Required.** No amendment or amendments to this Agreement shall be effective until mutually agreed upon by the City and the

Company, and an ordinance or resolution approving such amendments is approved by the City Council.

- 16.3 Entire Agreement.** This Agreement and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and can be amended, supplemented, modified, or changed only by the written agreement of the parties, including the formal approval of the City Council.
- 16.4 Governing Law.** This Agreement and any action related to this Agreement will be governed the laws of the State of Utah.
- 16.5 Joint Drafting.** The Parties acknowledge that this Agreement has been drafted jointly by the Parties and agree that this Agreement will not be construed against either Party as a result of any role such Party may have had in the drafting process.

## ARTICLE XVII

### SEVERABILITY

- 17.1 Conditions.** If any section, sentence, paragraph, term, or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority including any state or federal, legislative, regulatory, or administrative authority having jurisdiction thereof or determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof or thereof, all of which shall remain in full force and effect for the term of this Agreement and the Ordinance or any renewal or renewals thereof, except for Article III hereof or any provision that has a material adverse effect on the economic or legal substance of this Agreement. The parties do not waive their right to assert that the obligations contained herein, including those obligations contained in Article III arise as a matter of contract and are not otherwise conditioned.
- 17.2 Conflicts.** In the event of a conflict between any provision of this Agreement and the Ordinance, the provisions of the Ordinance in effect at the time the Agreement is entered into shall control.
- 17.3 Fee Article Non-Severable.** Article III hereof is essential to the adoption of this Agreement, and should it be challenged by the Company or determined to be illegal, invalid, unconstitutional, or superseded, in whole or in part, the entire Agreement and the Franchise shall be voided and terminated, subject to the following provisions of this Article. In the event of a judicial, regulatory, or administrative determination that Article III is illegal, invalid, unconstitutional, or superseded, such termination shall be effective as of the date of a final appealable order, unless otherwise agreed upon by the City and the Company. In the event of any legislative action that renders Article III



unconstitutional, illegal, invalid, or superseded, such termination shall be effective as of the effective date of such legislative action.

**17.4 Waiver of Non-Severability.** Notwithstanding the foregoing, if the City stipulates in writing to judicial, administrative, or regulatory action that seeks a determination that Article III is invalid, illegal, superseded, or unconstitutional, then a determination that Article III is invalid, illegal, unconstitutional, or superseded shall have no effect on the validity or effectiveness of any other section, sentence, paragraph, term, or provision of this Agreement, which shall remain in full force and effect.

**17.5 Lease Terms Upon Termination.** In the event this Agreement is terminated pursuant to Section 17.3 hereof, to the extent allowed by law, the City grants to the Company a license for the location of facilities according to the same terms and conditions as set forth in this Agreement. Accordingly, the Company shall pay, as fair market rental value, the same amounts, at the same times, required for the payment of the Franchise Fee pursuant to Article III hereof and be bound by all other terms and conditions contained herein; provided, however, that in no event shall the Company be obligated to pay a higher percentage of Gross Revenues as rent or otherwise derived from the sale of telecommunications services within the City than is paid by other telecommunication companies serving within the City.

IN WITNESS WHEREOF, this Franchise Agreement is executed in duplicate originals as of the date first set forth above, to become effective on that date.

**Farmington City**

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

**Vaix Inc dba SenaWave Communications**

By:  \_\_\_\_\_  
David Bradshaw, CEO

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF Utah )  
COUNTY OF Salt Lake )ss.

On the 11 day of Dec, 2021, personally appeared before me David Bradshaw, who being by me duly sworn did each respectively say that he/she is the CEO of Vark Inc, and that the foregoing instrument was signed in behalf of said Company by authority of its Managers; and he/she each acknowledged to me that said Company executed the same.

Valerie C. Martinez  
Notary Public

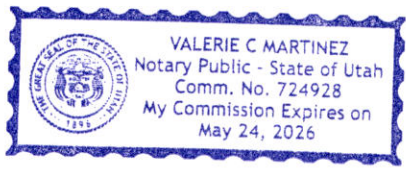


Exhibit 1  
Master Performance Bond Agreement

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Brigham Mellor, City Manager  
**Date:** December 17, 2024  
**Subject:** **Cell Tower Lease Amendment & Extension**

The Council is asked to consider an amendment and extension of a cell tower lease agreement with Cellco Partnership, dba Verizon, aka American Tower.

### **RECOMMENDATION(S)**

Staff has negotiated these terms and therefore recommends approval.

This item is being placed on the consent agenda. Should it be removed for discussion, the suggested motion is: "I move that the City Council authorize the Mayor to execute the Second Amendment to the Land Lease Agreement between Farmington City and Cellco Partnership."

### **BACKGROUND**

The City has leased land to Cellco (dba Verizon) for a cell tower near the Police Station since 2011. Representatives of Verizon sought an opportunity to extend the lease's term and to amend some of its provisions.

Key amendments to the agreement include:

1. Verizon will pay the City a lump sum of \$30,000 upon contract execution.
2. The Lease Term is extended from its eventual expiration in 2036 to 2081. The lease terms are in five-year increments, renewable at Verizon's option.
3. Rather than being indexed to certain inflation numbers, the lease will now have a set, annual escalation of 2% per annum. The current rate is \$2,414.74 per month.

The requirement of a lump sum payment is designed to make the City whole on the modification of the lease escalation clause. Verizon's representative indicated that having a predictable lease rate is helpful when they locate sub-tenants on the premises, and can ensure the long-term viability of the site.

Ultimately, staff believes this is a square deal for the City and Verizon, and it recommends that the Council authorize the amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Brigham Mellor', written over a horizontal line.

Brigham Mellor  
City Manager

## THE SECOND AMENDMENT TO LAND LEASE AGREEMENT

This Second Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Farmington City**, a municipal corporation ("**Landlord**") and **Celco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated October 7, 2011 (the "**Original Lease**"), as amended by that certain First Amendment To Land Lease Agreement dated April 8, 2013 (the "**First Amendment**") (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty thousand and xx/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before January 1, 2025; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 1, 2011 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on July 31, 2036. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of

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seven (7) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to “**Renewal Term**” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation** . The Parties hereby acknowledge and agree that the current rent payable from Tenant to Landlord under the Lease is hereby increased to **Two thousand four hundred fourteen and 74/100 Dollars (\$2,414.74)** per month (the “**Rent**”). Commencing on August 1, 2025 and on each successive annual anniversary thereof (the “**Increase Date**”), Rent due under the Lease, as modified by this Amendment, will be increased by an amount equal to **two percent (2%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Farmington City**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant’s interest in the Lease, as modified by this Amendment. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant’s sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord’s attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local

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governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete**. From and after the Effective Date the obligations of the Parties with respect to any non-compete provision in the Lease, as modified by this Amendment shall be controlled by this Section of this Amendment. During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or any portion of Landlord's contiguous, adjacent, adjoining or surrounding property within three hundred (300) feet of the Leased Premises to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
6. **Limited Right of First Refusal**. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
7. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters

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(whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** From and after the Effective Date the obligations of the Parties with respect to confidentiality shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** The Parties acknowledge and agree that Section 21 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 160 SOUTH MAIN PO BOX 160, FARMINGTON, UT 84025; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

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11. **Governing Law.** The Parties acknowledge and agree that Section 19 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** From and after the Effective Date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Taxes.** The Parties acknowledge and agree that Section 7 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord

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hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

15. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

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Site Name: SAL DT FARMINGTON UT

**LANDLORD:**

**Farmington City,**  
a municipal corporation,

Signature: \_\_\_\_\_  
Print Name: Brett Anderson  
Title: Mayor  
Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

ATC Site No: 416110  
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Site Name: SAL DT FARMINGTON UT

**TENANT:**

**Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATC Site No: 416110  
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## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Beginning at a point on the West side of the State Highway 330.7 feet South of the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, and running thence West 345 feet, thence South 140 feet, thence South 70°55' East 214 feet, thence East 142.5 feet to the West side of said Highway, thence North along the West side of said Highway 210 feet, more or less, to the point of beginning.

ALSO: Beginning at a point on the West side of Utah State Highway 91 at a point 540.7 feet South from the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, in Davis County Utah, thence West 142.5 feet, thence North 70°55' West 214 feet, thence North 140 feet, thence West 116 feet, thence South 91 feet, thence South 67°05'04" West 675.39 feet (South 66°10' West 677 feet deed) along the general course of the old creek bed and willow hedge, thence South 4°30' East 62.6 feet, thence East 1077.88 feet to the West side of said State Highway, thence North 206.3 feet along the West side of said State Highway to the point of beginning.

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Square footage of the Leased Premises shall be the greater of: (i) 948 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

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**EXHIBIT A (Continued)**

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 12 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED SOUTH 10°21'39" WEST 1806.59 FEET FROM THE CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 200 EAST (STATE HIGHWAY 106), BASIS OF BEARING BEING MEASURED BETWEEN THE AFOREMENTIONED MONUMENT AND THE MONUMENT LOCATED AT THE INTERSECTION OF 100 NORTH AND 100 EAST STREETS WITH A MEASURED BEARING OF SOUTH 45°19'30" EAST 854.15 FEET, AND RUNNING THENCE NORTH 18°09'42" EAST 24.53 FEET; THENCE SOUTH 71°50'18" EAST 68.99 FEET; THENCE SOUTH 40°37'56" EAST 60.99 FEET; THENCE SOUTH 83°58'43" EAST 48.58 FEET; THENCE SOUTH 87°24'54" EAST 113.00 FEET, MORE OR LESS TO EAST LINE OF PARCEL 07-034-0063 AND TERMINATING.

CONTAINS: 0.087 ACRES, MORE OR LESS, (AS DESCRIBED).

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## **EXHIBIT B**

# **FORM OF MEMORANDUM OF LEASE**

ATC Site No: 416110  
VZW Site No: 183057

Site Name: SAL DT FARMINGTON UT

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/John Cashell, Esq.  
ATC Site No: 416110  
ATC Site Name: SAL DT FARMINGTON UT  
Assessor's Parcel No(s): 07-034-0063

**Prior Recorded Lease Reference:**  
Doc. No. 2625294 BK. 5393 PG. 149  
State of Utah  
County of Davis

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Farmington City**, a municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated October 7, 2011 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be July 31, 2071. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such

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replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 160 SOUTH MAIN PO BOX 160, FARMINGTON, UT 84025; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**2 WITNESSES**

**Farmington City,**  
a municipal corporation,

Signature: \_\_\_\_\_  
Print Name: Brett Anderson  
Title: Mayor  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public, personally appeared Brett Anderson, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

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**TENANT**

**WITNESS**

**Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

ATC Site No: 416110  
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## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Beginning at a point on the West side of the State Highway 330.7 feet South of the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, and running thence West 345 feet, thence South 140 feet, thence South 70°55' East 214 feet, thence East 142.5 feet to the West side of said Highway, thence North along the West side of said Highway 210 feet, more or less, to the point of beginning.

ALSO: Beginning at a point on the West side of Utah State Highway 91 at a point 540.7 feet South from the Northeast corner of Block 11, Big Creek Plat, Farmington Townsite Survey, in Section 19, Township 3 North, Range 1 East, Salt Lake Meridian, in Davis County Utah, thence West 142.5 feet, thence North 70°55' West 214 feet, thence North 140 feet, thence West 116 feet, thence South 91 feet, thence South 67°05'04" West 675.39 feet (South 66°10' West 677 feet deed) along the general course of the old creek bed and willow hedge, thence South 4°30' East 62.6 feet, thence East 1077.88 feet to the West side of said State Highway, thence North 206.3 feet along the West side of said State Highway to the point of beginning.

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Square footage of the Leased Premises shall be the greater of: (i) 948 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

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**EXHIBIT A (Continued)**

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 12 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED SOUTH 10°21'39" WEST 1806.59 FEET FROM THE CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 200 EAST (STATE HIGHWAY 106), BASIS OF BEARING BEING MEASURED BETWEEN THE AFOREMENTIONED MONUMENT AND THE MONUMENT LOCATED AT THE INTERSECTION OF 100 NORTH AND 100 EAST STREETS WITH A MEASURED BEARING OF SOUTH 45°19'30" EAST 854.15 FEET, AND RUNNING THENCE NORTH 18°09'42" EAST 24.53 FEET; THENCE SOUTH 71°50'18" EAST 68.99 FEET; THENCE SOUTH 40°37'56" EAST 60.99 FEET; THENCE SOUTH 83°58'43" EAST 48.58 FEET; THENCE SOUTH 87°24'54" EAST 113.00 FEET, MORE OR LESS TO EAST LINE OF PARCEL 07-034-0063 AND TERMINATING.

CONTAINS: 0.087 ACRES, MORE OR LESS, (AS DESCRIBED).

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## **Instructions for completing the Resolution and Consent Affidavit**

### *\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

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**Prepared by and Return to:**

American Tower  
Attn: Land Management/John Cashell, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s): 07-034-0063

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**RESOLUTION AND CONSENT AFFIDAVIT**

**Farmington City**, a municipal corporation,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Land Lease Agreement dated October 7, 2011 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the

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EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 1**

**2 WITNESSES**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: *(circle one)* Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

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

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

My commission expires: \_\_\_\_\_

[SEAL]

ATC Site No: 416110

VZW Site No: 183057

Site Name: SAL DT FARMINGTON UT

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 2**

**2 WITNESSES**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

ATC Site No: 416110  
VZW Site No: 183057

Site Name: SAL DT FARMINGTON UT



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 3**

**2 WITNESSES**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

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

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

ATC Site No: 416110  
VZW Site No: 183057

Site Name: SAL DT FARMINGTON UT

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 4**

**2 WITNESSES**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

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

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

My commission expires: \_\_\_\_\_

[SEAL]

ATC Site No: 416110

VZW Site No: 183057

Site Name: SAL DT FARMINGTON UT

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 5**

**2 WITNESSES**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

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

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

ATC Site No: 416110  
VZW Site No: 183057

Site Name: SAL DT FARMINGTON UT

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 6**

**2 WITNESSES**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: *(circle one)* Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

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

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

My commission expires: \_\_\_\_\_

[SEAL]

ATC Site No: 416110

VZW Site No: 183057

Site Name: SAL DT FARMINGTON UT

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Levi Ball  
**Date:** December 12, 2024  
**Subject:** **November Monthly Financial Report – Dec 17<sup>th</sup> Council Meeting**

### RECOMMENDATION

Review the following narrative and attached schedule. This report is for informational purposes only. A monthly report will be provided generally the second council meeting of each month. Since we are still early in the fiscal year, it highlights significant differences from budgets in various areas, largely due to timing of transactions (delayed revenue collections, advance payments of expenditures, seasonality, expenses that will require carryover budgets from prior-year projects, etc.). Many categories will even out over the fiscal year.

### NARRATIVE

- Taxes Received
  - Sales Tax - There is a two-month delay in distributions from the State of Utah. July, August, and September are included in this report. Overall for FY25 we budgeted a conservative 2.1% growth over last fiscal year's actuals. To hit our budget, we should be at 25.56% collected YTD and currently we are 25.45% so we are right on target.
  - Property Tax – There is a one-month delay on tax distributions from Davis County. This report includes revenue for July through October. The majority of the annual property tax is distributed in December.
- Interest earnings and fair value investment adjustments have been initially recorded in the General Fund and will be distributed to the various funds at a later date.
- Payroll – There have been 10 of 26 pay periods recorded so far in FY25 so our payroll percentage YTD should be roughly 38.46%. Annual HSA contributions by the city were provided to employees in July.
- Budgeted transfers will be recorded mid-year.

Respectfully submitted,



Levi Ball

Review and concur,



Brigham Mellor

# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>GENERAL FUND</b>			
<b>General Fund Revenues</b>			
REVENUE	4,677,923	16,861,325	27.7%
Taxes Received	3,034,423	14,925,000	20.3%
Charges for Services Revenue	81,896	273,930	29.9%
Cost Sharing, Contributions Received	76,700	177,000	43.3%
Intergovernmental	4,463	433,830	1.0%
Licenses, Permits, Fees Received	355,124	819,325	43.3%
Misc Revenue	43,330	82,500	52.5%
Interest Earnings	654,934	115,700	566.1%
Investment Fair Value Adjustments	427,054	-	0.0%
Transfers In	-	34,040	0.0%
<b>GF - Administrative Department</b>			
EXPENDITURE	697,275	3,245,603	21.5%
Payroll	244,015	630,470	38.7%
Supplies & Services	441,130	463,278	95.2%
Capital Outlay	12,130	6,000	202.2%
Transfers Out	-	2,145,855	0.0%
Grants, Contributions by City	-	-	0.0%
<b>GF - Buildings Department</b>			
EXPENDITURE	280,143	731,948	38.3%
Payroll	94,917	267,396	35.5%
Supplies & Services	149,942	327,952	45.7%
Capital Outlay	35,284	136,600	25.8%
<b>GF - City Manager &amp; Econ. Dev.</b>			
EXPENDITURE	141,186	485,261	29.1%
Payroll	123,703	315,971	39.2%
Supplies & Services	17,482	169,290	10.3%
Capital Outlay	-	-	0.0%
<b>GF - Community Development Department</b>			
EXPENDITURE	480,855	1,400,229	34.3%
Payroll	404,898	1,071,729	37.8%
Supplies & Services	75,957	328,500	23.1%
Capital Outlay	-	-	0.0%

# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>GF - Engineering Department</b>			
EXPENDITURE	83,838	228,751	36.7%
Payroll	70,818	182,501	38.8%
Supplies & Services	13,020	46,250	28.2%
Capital Outlay	-	-	0.0%
<b>GF - Fire Department</b>			
EXPENDITURE	1,219,435	2,931,266	41.6%
Payroll	1,130,750	2,646,296	42.7%
Supplies & Services	82,512	264,970	31.1%
Capital Outlay	6,172	20,000	30.9%
<b>GF - Legal</b>			
EXPENDITURE	220,310	693,343	31.8%
Payroll	133,333	344,384	38.7%
Supplies & Services	86,976	348,959	24.9%
Capital Outlay	-	-	0.0%
<b>GF - Legislative Department</b>			
EXPENDITURE	62,073	162,024	38.3%
Payroll	33,654	83,024	40.5%
Supplies & Services	28,420	79,000	36.0%
<b>GF - Parks &amp; Cemetery Department</b>			
EXPENDITURE	615,829	1,458,239	42.2%
Payroll	430,918	979,407	44.0%
Supplies & Services	146,033	450,132	32.4%
Capital Outlay	38,879	28,700	135.5%
<b>GF - Police Department</b>			
EXPENDITURE	1,963,220	5,244,005	37.4%
Payroll	1,710,594	4,513,275	37.9%
Supplies & Services	252,626	720,730	35.1%
Capital Outlay	-	10,000	0.0%
<b>GF - Streets Department</b>			
EXPENDITURE	422,678	993,333	42.6%
Payroll	259,932	662,833	39.2%
Supplies & Services	162,746	320,500	50.8%
Capital Outlay	-	10,000	0.0%



# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>SPECIAL REVENUE (RDA) FUNDS</b>			
<b>20 - US89 RDA</b>			
REVENUE	-	174,600	0.0%
Taxes Received	-	171,000	0.0%
Sale of Assets	-	-	0.0%
Interest Earnings	-	3,600	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	-	0.0%
EXPENDITURE	2,242	187,003	1.2%
Payroll	-	-	0.0%
Supplies & Services	1,186	8,900	13.3%
Capital Outlay	-	-	0.0%
Debt service, lease payments	1,056	178,103	0.6%
Transfers Out	-	-	0.0%
<b>22 - Station Park RDA</b>			
REVENUE	-	392,100	0.0%
Taxes Received	-	370,000	0.0%
Interest Earnings	-	22,100	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	631,538	2,103,000	30.0%
Supplies & Services	-	-	0.0%
Capital Outlay	631,538	630,000	100.2%
Transfers Out	-	1,473,000	0.0%

# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>DEBT SERVICE FUNDS</b>			
<b>30 - RAP Tax Bond</b>			
REVENUE	186,849	701,700	26.6%
Taxes Received	186,849	700,000	26.7%
Interest Earnings	-	1,700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	2,279	836,380	0.3%
Supplies & Services	-	-	0.0%
Debt service, lease payments	2,279	384,380	0.6%
Transfers Out	-	452,000	0.0%
<b>31 - Police Sales Tax Bond</b>			
REVENUE	-	-	0.0%
Interest Earnings	-	-	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	-	0.0%
EXPENDITURE	-	4,040	0.0%
Supplies & Services	-	-	0.0%
Debt service, lease payments	-	-	0.0%
Transfers Out	-	4,040	0.0%
<b>34 - Buildings G.O Bond</b>			
REVENUE	-	-	0.0%
Taxes Received	-	-	0.0%
Interest Earnings	-	-	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	-	-	0.0%
Supplies & Services	-	-	0.0%
Debt service, lease payments	-	-	0.0%
Transfers Out	-	-	0.0%
<b>35 - Park G.O. Bond</b>			
REVENUE	-	412,300	0.0%
Taxes Received	-	410,000	0.0%
Interest Earnings	-	2,300	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	52,527	410,000	12.8%
Supplies & Services	(767)	3,000	-25.6%
Debt service, lease payments	53,294	407,000	13.1%

# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>CAPITAL IMPROVEMENT FUNDS</b>			
<b>11 - Class C Roads</b>			
<b>REVENUE</b>	<b>410,930</b>	<b>1,837,100</b>	<b>22.4%</b>
Taxes Received	180,987	800,000	22.6%
Charges for Services Revenue	-	-	0.0%
Financing Proceeds	-	-	0.0%
Intergovernmental	229,943	1,000,000	23.0%
Interest Earnings	-	37,100	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>251,946</b>	<b>3,136,500</b>	<b>8.0%</b>
Supplies & Services	177,698	1,260,500	14.1%
Capital Outlay	74,247	1,876,000	4.0%
Transfers Out	-	-	0.0%
<b>37 - Capital Improvement - Gov Buildings</b>			
<b>REVENUE</b>	<b>83,893</b>	<b>3,334,066</b>	<b>2.5%</b>
Charges for Services Revenue	(2)	-	0.0%
Devel/Impact Fees Received	83,895	602,766	13.9%
Financing Proceeds	-	2,700,000	0.0%
Misc Revenue	-	-	0.0%
Interest Earnings	-	31,300	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	-	0.0%
<b>EXPENDITURE</b>	<b>122,882</b>	<b>2,700,000</b>	<b>4.6%</b>
Supplies & Services	22	-	0.0%
Capital Outlay	122,860	2,700,000	4.6%
Transfers Out	-	-	0.0%

# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>38 - Capital Improvement - Streets</b>			
<b>REVENUE</b>	222,483	1,757,200	12.7%
Charges for Services Revenue	-	-	0.0%
Cost Sharing, Contributions Received	3,963	-	0.0%
Devel/Impact Fees Received	218,520	1,541,000	14.2%
Financing Proceeds	-	-	0.0%
Misc Revenue	-	-	0.0%
Sale of Assets	-	-	0.0%
Interest Earnings	-	64,200	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	152,000	0.0%
<b>EXPENDITURE</b>	89,726	699,345	12.8%
Supplies & Services	43,962	176,000	25.0%
Capital Outlay	32,418	240,000	13.5%
Debt service, lease payments	13,346	13,345	100.0%
Transfers Out	-	270,000	0.0%
<b>39 - Capital Equipment Fund</b>			
<b>REVENUE</b>	-	473,500	0.0%
Financing Proceeds	-	-	0.0%
Sale of Assets	-	7,000	0.0%
Interest Earnings	-	16,500	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	450,000	0.0%
<b>EXPENDITURE</b>	242,904	401,000	60.6%
Capital Outlay	242,769	401,000	60.5%
Debt service, lease payments	135	-	0.0%
<b>40 - Real Estate Fund</b>			
<b>REVENUE</b>	225,640	1,400	16117.1%
Cost Sharing, Contributions Received	-	-	0.0%
Sale of Assets	225,640	-	0.0%
Interest Earnings	-	1,400	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	-	0.0%
<b>EXPENDITURE</b>	8,041	-	0.0%
Capital Outlay	8,041	-	0.0%
Transfers Out	-	-	0.0%

# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>42 - Capital Improvements - Parks</b>			
<b>REVENUE</b>	<b>250,279</b>	<b>6,255,588</b>	<b>4.0%</b>
Charges for Services Revenue	-	-	0.0%
Cost Sharing, Contributions Received	36,000	244,488	14.7%
Devel/Impact Fees Received	214,279	2,545,300	8.4%
Financing Proceeds	-	1,180,000	0.0%
Intergovernmental	-	-	0.0%
Misc Revenue	-	-	0.0%
Interest Earnings	-	90,800	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	2,195,000	0.0%
<b>EXPENDITURE</b>	<b>234,320</b>	<b>13,263,394</b>	<b>1.8%</b>
Supplies & Services	2,184	335	652.1%
Capital Outlay	230,186	13,091,500	1.8%
Debt service, lease payments	1,950	171,559	1.1%
Transfers Out	-	-	0.0%
<b>43 - Capital Fire</b>			
<b>REVENUE</b>	<b>108,066</b>	<b>14,117,760</b>	<b>0.8%</b>
Devel/Impact Fees Received	108,066	791,960	13.6%
Financing Proceeds	-	13,300,000	0.0%
Interest Earnings	-	25,800	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	-	0.0%
<b>EXPENDITURE</b>	<b>55,255</b>	<b>13,328,488</b>	<b>0.4%</b>
Supplies & Services	42,548	-	0.0%
Capital Outlay	12,538	13,300,000	0.1%
Debt service, lease payments	169	28,488	0.6%

# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>PERMANENT FUND</b>			
<b>48 - Cemetery Perpetual Fund</b>			
<b>REVENUE</b>	4,271	14,200	30.1%
Charges for Services Revenue	4,271	11,500	37.1%
Interest Earnings	-	2,700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	-	-	0.0%
Capital Outlay	-	-	0.0%
Transfers Out	-	-	0.0%

# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>ENTERPRISE FUNDS</b>			
<b>51 - Water Fund</b>			
<b>REVENUE</b>	<b>1,780,867</b>	<b>4,882,610</b>	<b>36.5%</b>
Charges for Services Revenue	1,388,006	3,153,510	44.0%
Devel/Impact Fees Received	201,748	1,507,000	13.4%
Developer Contributions of Infrastructure	-	-	0.0%
Financing Proceeds	-	-	0.0%
Financing Proceeds - Interest earnings	167,529	-	0.0%
Misc Revenue	7,910	5,000	158.2%
Sale of Assets	15,675	-	0.0%
Interest Earnings	-	217,100	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>1,543,800</b>	<b>10,418,613</b>	<b>14.8%</b>
Payroll	393,141	1,302,263	30.2%
Supplies & Services	343,932	1,101,700	31.2%
Capital Outlay	404,754	7,469,000	5.4%
Debt service, lease payments	401,973	545,650	73.7%
<b>52 - Sewer Fund</b>			
<b>REVENUE</b>	<b>1,517,024</b>	<b>3,573,700</b>	<b>42.4%</b>
Charges for Services Revenue	1,517,024	3,573,000	42.5%
Misc Revenue	-	-	0.0%
Interest Earnings	-	700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>1,174,622</b>	<b>3,557,768</b>	<b>33.0%</b>
Payroll	16,798	46,518	36.1%
Supplies & Services	1,157,823	3,411,250	33.9%
Capital Outlay	-	100,000	0.0%
Transfers Out	-	-	0.0%



# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>53 - Garbage Fund</b>			
<b>REVENUE</b>	<b>959,872</b>	<b>2,217,895</b>	<b>43.3%</b>
Charges for Services Revenue	959,872	2,204,395	43.5%
Misc Revenue	-	-	0.0%
Interest Earnings	-	13,500	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>595,577</b>	<b>2,550,002</b>	<b>23.4%</b>
Payroll	65,379	190,296	34.4%
Supplies & Services	401,039	1,889,956	21.2%
Capital Outlay	129,160	469,750	27.5%
<b>54 - Storm Water Fund</b>			
<b>REVENUE</b>	<b>591,995</b>	<b>1,968,000</b>	<b>30.1%</b>
Charges for Services Revenue	468,717	1,110,500	42.2%
Cost Sharing, Contributions Received	-	-	0.0%
Devel/Impact Fees Received	115,513	836,100	13.8%
Financing Proceeds	-	-	0.0%
Licenses, Permits, Fees Received	7,765	5,000	155.3%
Misc Revenue	-	-	0.0%
Sale of Assets	-	-	0.0%
Interest Earnings	-	16,400	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>511,789</b>	<b>3,597,642</b>	<b>14.2%</b>
Payroll	273,791	710,554	38.5%
Supplies & Services	115,485	260,388	44.4%
Capital Outlay	122,513	2,596,700	4.7%
Debt service, lease payments	-	-	0.0%
Transfers Out	-	30,000	0.0%

# Monthly Financial Report - FY25

Through November 2024

	YTD	Budget as Amended	YTD % of Budget
<b>55 - Ambulance Fund</b>			
REVENUE	239,521	855,600	28.0%
Charges for Services Revenue	239,521	820,000	29.2%
Intergovernmental	-	-	0.0%
Misc Revenue	-	-	0.0%
Sale of Assets	-	-	0.0%
Interest Earnings	-	35,600	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	486,653	808,486	60.2%
Payroll	152,661	526,986	29.0%
Supplies & Services	69,002	271,500	25.4%
Capital Outlay	264,989	10,000	2649.9%
<b>56 - Transportation Utility Fund</b>			
REVENUE	332,389	775,700	42.9%
Charges for Services Revenue	332,389	765,000	43.4%
Misc Revenue	-	-	0.0%
Interest Earnings	-	10,700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	409,171	868,000	47.1%
Supplies & Services	650	23,000	2.8%
Capital Outlay	408,521	845,000	48.3%
<b>60,67 - Recreation and Special Events</b>			
REVENUE	409,877	2,581,444	15.9%
Charges for Services Revenue	406,917	1,004,289	40.5%
Cost Sharing, Contributions Received	1,945	-	0.0%
Misc Revenue	475	12,000	4.0%
Sale of Assets	540	-	0.0%
Interest Earnings	-	21,300	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	1,543,855	0.0%
EXPENDITURE	1,067,107	2,702,866	39.5%
Payroll	712,883	1,700,651	41.9%
Supplies & Services	322,832	958,115	33.7%
Capital Outlay	31,392	44,100	71.2%

**ORDINANCE 2024-**

**AN ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING  
REGULAR FARMINGTON CITY COUNCIL MEETINGS**

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

**Section 1. Time and Place of Regular Council Meeting.**

The Governing body shall generally conduct two regular meetings per month which shall be held on the first and third Tuesday of each month or as noted otherwise herein.

Meetings shall be held in the **City Council Room of the Farmington City Hall, 160 South Main Street, Farmington, Utah**, unless otherwise noticed. Each meeting shall begin promptly at 7:00 p.m. The schedule of meetings for 2025 shall be as follows:

January	7	&	21
February	4	&	18
March	18		
April	1	&	15
May	6	&	20
June	3	&	17
July	1	&	15
August	5	&	19
September	2	&	16
October	7	&	21
November	18		
December	9		

**Section 2. Effective Date.** This ordinance shall take effect immediately upon posting after passage.

**PASSED AND ORDERED POSTED BY** 5 of 5 Council Members present at the regular meeting of the Farmington City Council held on this 10th day of December 2024. Notice should be given as required by the Utah Open Meetings Act.

**FARMINGTON CITY CORPORATION**

**ATTEST:**

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

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

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Larry Famuliner, Public Works Director  
**Date:** December 10, 2024  
**Subject:** Surplus Property

### RECOMMENDATION(S)

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

### BACKGROUND

2004 Big Bubbas	14' Utility Trailer w/ramp	VIN #5F7US16224U001759
2014 Ford	F550 Service Truck	VIN #1FD0X5HT5EEA34934

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

Respectfully submitted,



Larry Famuliner  
Public Works Director

Review and concur,



Brigham Mellor  
City Manager

# FARMINGTON CITY – CITY COUNCIL MINUTES

November 12, 2024

## WORK SESSION

Present:

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

*Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,  
Community Development Director Dave  
Petersen, and  
City Lobbyist Eric Isom.*

Mayor **Brett Anderson** called the work session to order at 6:40 p.m.

## **GENERAL PLAN OPEN HOUSE WITH FFKR ARCHITECTS**

FFKR Architects held an open house to gather public input on the General Plan update.

## **MILLER MEADOWS PHASE 9 CONCEPT PLAN DISCUSSION**

Community Development Director **Dave Petersen** said the Miller Meadows Phase 9 developer wants to have six lots, although they only qualify for four on the yield plan. These are conceptual 1,200 to 1,300 square foot lots. Some of the neighbors don't want the streets connected to 250 South.

Representing Rainey Homes, **Brock Johnson** said the proposed homes would match what is already in other phases of Miller Meadows, even in the nearby cul-de-sac.

When asked if they would rather have moderate-income housing or Transfer of Development Rights (TDRs), Councilmember **Alex Leeman** said he would rather have TDRs. Councilmember **Roger Child** said he is fine with the TDR option and proposed lot sizes.

Councilmember **Scott Isaacson** asked what the rules and long-term plans are for the City's TDRs. City Manager **Brigham Mellor** said the lion's share of TDRs up until now have been used to pay for the regional park. Going forward, the City needs to figure out what the TDR plan is; this is a legislative action. **Leeman** said spending them on the Old Mill may be a possibility. Councilmember **Amy Shumway** asked if the Rec Center could be expanded.

**Johnson** said the developer is intrigued with finding a way to implement the Detached Accessory Dwelling Unit (DADU) concept into new development. However, it may be difficult to have a DADU that has to be moderate-income housing. Therefore a TDR may be the most logical. It is difficult to have a deed-restricted unit. Increasing the supply is the only thing to steady the increase of housing costs. They would like to increase the amount of single-family homes in the \$600,000 to \$650,000 range.

Community Development Director **Dave Petersen** said the developer has to make a profit or it's not worth the risk. It has a lot to do with land values. According to the Utah Department of Transportation, the frontage road will have generous bike lanes and 10-foot-wide sidewalks.

## **REGULAR SESSION**

Present:

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

*Recording Secretary Deanne Chaston,  
Community Development Director Dave  
Petersen,  
Assistant Community Development  
Director/City Planner Lyle Gibson,  
Human Resource Director Holly Gadd, and  
Youth City Councilmembers Geneva  
Abrams, Courtney Burgon, Amelia Wilcox,  
Adley Garn, and Brecklyn Garn.*

### **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:02 p.m. Councilmember **Amy Shumway** offered the invocation, and the Pledge of Allegiance was led by City Manager **Brigham Mellor**.

### **PRESENTATION:**

#### **Musical Number – 3 Patriotic Treasures by Hopebox Choir**

Hopebox Boardmember **Becca Rhodes** said the Hopebox Theatre typically has seven main stage productions each year. The Hopebox Choir holds three concerts annually. All help bring hope and financial support to families battling cancer.

#### **Student Spotlight: Brynn Stoker**

Coach **Philip Portillo** nominated **Brynn Stoker** as student of the month. She is a talented softball player and pitcher. She is also a great mentor who often helps less experienced players not only on her own team, but also on the other team. She is nice, a good teammate, and an example of sportsmanship.

#### **Recognition of Holly Gadd for earning the Senior Certified Professional IPMA-SCP**

City Attorney **Paul Roberts** presented this agenda item, congratulating Human Resource Director **Holly Gadd**. She recently studied for and earned the International Public Management Association HR Senior Certified Professional (IPMA-SCP) certification. This is a certification for senior-level public sector HR professionals who demonstrate excellence and leadership in their field. **Gadd** has worked for Farmington for 19 years and is essential to the City.

### **BUSINESS:**

#### **Lyon Meadows Development Agreement (DA) and Deed Restriction**

Community Development Director **David Petersen** presented this agenda item. This proposed Planned Unit Development (PUD) is on the east side of the freeway and has a lot of corner lots that could be set up well for Subordinate Single-Family (SSF) dwellings. To get six lots, the applicant would have to offer moderate-income housing, a common area open space, or Transfer

of Development Rights (TDR). The proposed Development Agreement (DA) in the packet includes a 10-year restriction of occupancy on the deed restriction. They are still trying to figure out where and if detention basins are needed, which may determine lot layout. The City Engineer thinks that Davis County may allow them to discharge storm water into Haight Creek. Two lots may increase in size if no detention basins are needed. These lots would open right onto the frontage road. Unlike the nearby Oakridge Farms lots, this subdivision will have lots that will be traditionally maintained like side corner yards. The Zoning Administrator has the authority to waive fencing requirements, which may help neighbors get a fence in their front yard if they are worried about their children wandering onto a new connecting road. **Petersen** will reach out to the neighbor who expressed interest in this.

Councilmember **Scott Isaacson** wondered where the SSF lots would go. **Petersen** said the results of the final plat will determine that. The applicant still has to grind through preliminary plat. **Shumway** said she likes the 10-year deed restriction, as it includes a guarantee.

**Mayor Anderson** said this subdivision west of Oakridge Country Club is on a major road, and the concerns are more people, cars, and traffic, especially since it will connect to another neighborhood that previously had no connection. There is a housing shortage in the State of Utah, and affordable housing components are needed.

Councilmember **Roger Child** said the property owner has the right to develop. If the City denies them this right, it would be considered a taking, or taking away his property rights, which could get Farmington sued. The Council has to also look at the neighbors' rights to determine the best use of the property going forward. This triangle with the property owner, City, and neighbors is tricky.

***Motion:***

**Shumway** moved that the City Council approve the Development Agreement (enclosed in the Staff Report) and deed restriction for the Lyon Meadows PUD subdivision.

Finding 1:

1. The proposed Agreement and Deed Restriction meets one of the conditions of Preliminary PUD Master Plan Approval.

Supplemental Information 1-4:

1. Vicinity Map
2. Lyon Meadows Schematic Subdivision Plan/Preliminary PUD Master Plan, 9.19.24
3. Development Agreement
4. Deed Restriction

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

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



**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Monthly Financial Report
- Item 2: Easement Encroachment Agreement for installation of sidewalk along the east side of 1100 West. The agreement is between the United States of America and Farmington City in connection with the Western Sports Park (WSP) facility improvements. It includes reasonable and acceptable measures to ensure the protection of the Bureau of Reclamation water line under identified pedestrian improvements.
- Item 3: Resolution appointing City Engineer **Chad Boshell** as representative and proxy for Farmington City at shareholder meetings of Davis County/Clark Water Company. Farmington owns 18 shares of stock in this private water company, which supplies irrigation water in West Farmington. Shareholders are considering dissolving the water company.
- Item 4: Main Street (Park Lane to Shepard Lane) Utility Relocation Agreement with the Utah Department of Transportation (UDOT) setting out the terms and conditions under which work on Farmington’s utilities is performed as part of the Main Street Widening Project.
- Item 5: Utah Transit Authority (UTA) Passenger Bus Stop Access and Use Agreement for the permanent installation of a bus stop shelter at 200 East and Glovers Lane.
- Item 6: Approve minutes for October 1 and October 15, 2024.

***Motion:***

**Child** moved to approve the Summary Action list Items 1-6 as noted in the Staff Report.

Councilmember **Melissa Layton** 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 he heard great things about the recent Veteran’s Day event. He would like the City to consider paying the Police and Fire Department overtime in order for them to come and participate in the event in the future. It would need to be included in a future budget.

**Shumway**, the City’s defacto “trail czar,” recently had a meeting with Davis County about the trail on the north side of Farmington Creek that has been shut down for two years. Apparently there isn’t a trail easement that runs through the state-owned parcel. With the State’s plans to expand, they want to talk about getting rid of the trail on the south side, instead building crossings across the creek to connect with the trail on the other side. She will bring the item back

to a future public meeting, and would like Councilmembers to let her know if they have concerns in the meantime. She said it makes sense to close the trail. The County is responsible for maintaining the Oakridge Preserve Trail behind Maverik, and the trail is now sluffing away. She would like to see better maintenance done on that trail. **Mellor** said Farmington has been indebted to the County for many years, and needs their cooperation in many ways. Small asks now could have larger repercussions going forward.

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

**Layton** complimented the recent Veteran's Day program and said the cemetery is looking great. **Isaacson** mentioned the electronic analog sign in North Salt Lake right off the freeway. He would like Farmington to consider doing something similar.

**Isaacson** asked about All West providing services on Compton Road, as it was his understanding that they promised to provide their service to every resident in the City. He is not sure if that promise is binding or not. **Mayor Anderson** said it needs to be negotiated because less density makes it more expensive, and they are hitting more rocks. **Mellor** said they pulled more permits last week, and he will find out which areas they were for. **Shumway** said her area is interesting because they have no sidewalks and may have utility easement issues. Nobody inside her subdivision got the fiber.

**Isaacson** said Farmington needs to review its flooding ordinances on the West side, as they were written a long time ago before the West Davis Corridor (WDC). With more developments planned on the west side, he wonders if the culverts going through WDC are big enough. He also mentioned that he has received negative feedback on the tree sculpture concept associated with the regional park. It was on a diagram displayed at the recent groundbreaking event. **Mellor** said it was merely provided as an example, and it likely won't look like that.

**Child** asked if the Proposition #4 Recreation, Arts and Parks (RAP) Sales Tax passed on the ballot. **Mellor** said the votes were 77% to 23%, approving the tax for another 10 years. A decade ago, the vote was closer to 50%/50%.

**Mayor Anderson** requested that the members of the Youth City Council attending the meeting ask their fellow members to provide three good names for the new regional park.

**Mayor Anderson** said he got overwhelming recent feedback that residents want a year-round community pool option. He noted that both Kaysville and Fruit Heights don't have a community pool, and the cities may consider cooperating with Farmington. Davis County School District is potentially building a new pool facility.

**Mellor** mentioned that parking near the high school is still an ongoing problem. Since parking is considered a criminal violation, ticketing has to be handled by a police officer. If you don't pay your parking tickets, a warrant can be issued. There is a consideration to turn parking into a civil violation instead so that a code enforcement officer with the Planning Department can be sent to issue tickets. This will be on a January City Council agenda.

**CLOSED SESSION**

Present:

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

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

***Motion:***

At 8:09 p.m., **Layton** made the motion to go into a closed meeting for the purpose of discussion of the purchase, exchange, or lease of real property.

**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

Sworn Statement

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

---

**Brett Anderson**, Mayor

***Motion:***

At 8:31 p.m., **Shumway** made the motion to adjourn the closed meeting.

**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

**ADJOURNMENT**

***Motion:***

**Isaacson** made a motion to adjourn the meeting at 8:31 p.m.

**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

---

**DeAnn Carlile**, Recorder

FARMINGTON CITY – SPECIAL CITY COUNCIL MINUTES

November 19, 2024

CANVASS FOR GENERAL ELECTION RESULTS

Present:

Mayor Brett Anderson,  
Mayor Pro Tempore/Councilmember Alex  
Leeman,  
Councilmember Roger Child,  
Councilmember Scott Isaacson (via Zoom),

Councilmember Melissa Layton,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts, and  
City Recorder DeAnn Carlile.

**CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order. Councilmember **Scott Isaacson** participated electronically via Zoom.

A General Election was held on November 5, 2024, regarding Proposition #4. Language for that proposition included: “Farmington City has assessed the Recreation, Arts and Parks Sales Tax since 2014. Shall Farmington City, Utah, be authorized to renew the imposition of a 0.1% Sales and Use Tax for Recreational, Arts, and Parks Facilities, Programs and Organizations for ten additional years?”

The official election tabulation was done by all mail-in and provisional ballots. Out of 14,947 total registered voters, 12,921 cast ballots, for an 86.45% voter turnout. There were 9,134 “yes” votes (77%) and 2,658 “no” votes (23%).

**Motion:**

Mayor Pro Tempore/Councilmember **Alex Leeman** moved that the City Council approve the Proposition #4 election results regarding the Recreation, Arts and Parks Sales Tax, and that the Council is going to sign the Board of Canvassers letter.

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

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

**ADJOURNMENT**

**Motion:**

Councilmember **Roger Child** made a motion to adjourn the meeting.

Councilmember **Scott Isaacson** 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

---

**DeAnn Carlile**, Recorder