



160 SOUTH MAIN  
FARMINGTON, UT 84025  
[FARMINGTON.UTAH.GOV](http://FARMINGTON.UTAH.GOV)

## CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, January 21, 2025** at City Hall, 160 South Main, Farmington, Utah. The meeting will begin 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)

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

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

- Invocation – Alex Leeman, Council Member
- Pledge of Allegiance – Roger Child, Councilmember

#### **PRESENTATIONS:**

- Eagle Bay Elementary presents a musical selection from Disney's Moana Jr
- Update on Public Works projects
- Farmington Fire Station 72 Presentation by Architect Kevin Blalock
- GSBS Tom Owens Park Master Plan Presentation

#### **PUBLIC HEARING:**

Purchase Agreement with The Boyer Company for the Old Farm Property

#### **BUSINESS:**

- FY24 Annual Comprehensive Financial Report (ACFR) and Audit Report Review and Acceptance

#### **SUMMARY ACTION:**

1. Monthly Financial Report
2. Amendment to the Supplemental Development Agreement for The Trail
3. Home Occupation Business License Amendments
4. Approval of Minutes for 01-07-25.

#### **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 January 16, 2025*

# CITY COUNCIL AGENDA



## PRESENTATIONS:

- Eagle Bay Elementary presents a musical selection from Disney's Moana Jr
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160 S Main  
Farmington Utah 84025

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Chad Boshell  
**Date:** January 21, 2024  
**Subject:** Update on Public Works Projects

### PRESENTATION

A presentation by Public Works and Engineering Staff on upcoming public works projects.

Respectfully submitted,

Chad Boshell  
Assistant City Manager

Review and concur,

Brigham Mellor  
City Manager



160 S Main  
**Farmington** Utah 84025

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Brigham Mellor  
**Date:** 01/21/2025  
**Subject:** Farmington Fire Station 72 presentation

### RECOMMENDATION(S)

No action

### BACKGROUND

Architect Kevin Blalock (Blalock and Partners) will present the final design of the fire station and give a staff presentation regarding estimates and finance requirements.

Respectfully submitted,

**Brigham Mellor**  
City Manager

## CITY COUNCIL STAFF REPORT

**To: Mayor and City Council**  
**From: Brigham Mellor**  
**Date: 01/21/2025**  
**Subject: GSBS Tom Owens Park Master Plan Presentation**

### RECOMMENDATION(S)

Instruct staff to send the design to the Planning Commission to receive a recommendation regarding adding the Tom Owens Park Master Plan to the General Plan and Farmington City Parks Master Plan as respective addendums.

### BACKGROUND

GSBS will present the Tom Owen Park master plan project.

Respectfully submitted,



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

# CITY COUNCIL AGENDA



## PUBLIC HEARING

AGENDA TITLE: Purchase Agreement with The Boyer Company for the Old Farm Property

PRESENTED BY: Lyle Gibbons

DEPARTMENT: Community Development

MEETING DATE: January 21, 2025

## **CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 1/21/2025  
**Subject:** Purchase Agreement with The Boyer Company for the Old Farm Property.

### **RECOMMENDED MOTION**

Move that the City Council approve the included Purchase Agreement between Farmington City and Boyer Project Company L.C.

#### Findings:

1. The Purchase Agreement maintains the city's discretion as the Land Use Authority and allows for a public process to play out to determine what development is appropriate.
2. The Purchase Agreement allows each party the ability to back out of the agreement at any point without penalty.
3. The Purchase Agreement establishes an estimated purchase price which will ultimately be representative of an entitled project still to be determined, with the final purchase price to be determined based upon various factors, such as density and amenities.
4. The City published notice of its intent to dispose of this property through a class A notice for at least 14 days prior to today's hearing, and allowed the public an opportunity to comment on the proposed disposition, as required by Utah Code Ann. § 10-8-2(4)(a).

### **BACKGROUND**

After producing a RFQ (Request for Qualifications) to seek 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 (Old Farm), the City Council

approved a LOI (Letter of Intent) in December with The Boyer Company establishing some general terms and direction to follow in preparation of a Purchase Agreement.

The included purchase agreement has been reviewed and negotiated establishing terms such as the process for closing and the purchase price. In summary, the agreement outlines a public land use approval process where the entitlement of the property will take place, after which a final price is set based on the entitled development. The Agreement has been drafted to make it clear that the City and Boyer are both able to back out at any point before closing without penalty.

Should the Council approve the Agreement, the proposed development will be presented in public meetings including hearings with both the Planning Commission and City Council.

Respectfully submitted,



Lyle Gibson  
Assistant Community Development Director

Review and concur,



Brigham Mellor  
City Manager

**Supplemental Information**

- a. Purchase Agreement



## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (this “Agreement”), made as of January \_\_\_\_, 2025 (the “Effective Date”) by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter called “Seller,” and BOYER PROJECT COMPANY, L.C., a Utah limited liability company, or assigns, hereinafter called “Buyer,” constitutes a contract for the purchase of the Property (defined below), as follows:

1. **Property; Development Agreement.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, upon the terms and conditions set forth in this Agreement certain real property located in Farmington City, Davis County, Utah, and described on Exhibit “A” attached hereto (the “Land”), together with (a) all buildings, structures, fixtures, and other improvements of every kind and nature presently situated on, in, under or about the Land; (b) all easements, rights of way, benefits, and appurtenances running with the Land; (c) all of Seller’s right, title and interest, if any, in any land (and related improvements) lying in any street, road or avenue in front of, adjacent to, or adjoining, the Land and are appurtenant to the Land; and (d) all development rights and approvals, land use approvals, zoning rights, and other governmental approvals relating to the Land (collectively, the “Property”). The Land consists of approximately 15.76 acres and is designated as parcel numbers 08-430-0193; 08-430-0194; 08-041-0088; and 08-043-0017.

2. **Consideration.** The consideration for the conveyance shall be as follows:

(a) **Purchase Price.** The purchase price for the Property shall be an amount equal to (i) \$10,000,000.00, which assumes 140 vested units of density pursuant to the Development Agreement (as defined in Section 10(c) below), plus (ii) \$16,000.00 for each additional vested unit of density provided by the Development Agreement above 140 units (the “Purchase Price”). The Purchase Price shall be paid in cash at Closing (as defined in Section 12 herein). Prior to Closing, the parties will confirm the Purchase Price in writing to the Title Company as defined below). The approval of this Agreement shall in no way be construed to entitle or guarantee any specific land use, nor bind the Seller’s council in consideration of the adoption of the Development Agreement as land use authority.

(b) **Earnest Money.** Within five (5) business days of the execution of this Agreement by Buyer and Seller, Buyer shall deposit \$75,000.00 (the “Earnest Money”) with Cottonwood Title Insurance Agency, Inc., whose address is 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121, Attention: Frank Ivory, Telephone: 801-550-8148, Email: frank@cottonwoodtitle.com (the “Title Company”). The Earnest Money shall be held and applied as provided in this Agreement.

3. **Escrow.** Upon execution of this Agreement by Buyer and Seller, Buyer shall open an escrow with the Title Company, by depositing an executed copy of this

Agreement along with the Earnest Money (within the periods provided by Section 2(b) above). This Agreement, together with other written instructions as will be provided by Buyer and Seller to the Title Company, shall constitute Buyer's and Seller's escrow instructions to the Title Company.

4. **Reserved.**

5. **Title Commitment.** Within five (5) days of the Effective Date, Seller shall provide Buyer with a commitment from the Title Company for an ALTA Extended Coverage Owner's Policy of Title Insurance (the "Title Commitment") in the full amount of the Purchase Price, issued by a title insurance company acceptable to Buyer, showing all matters affecting title to the Property including all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Property, together with legible copies of all recorded documents constituting such exceptions.

6. **Survey.** Buyer shall have the right to obtain an ALTA/ACSM Land Title Survey ("Survey") prepared by an independent licensed surveyor acceptable to Buyer, certified to and in a form acceptable to Buyer, the Title Company, which Survey shall show such matters as may be required by Buyer.

7. **Title and Survey Objections.** Prior to the expiration of the Feasibility Period, Buyer shall give notice to Seller of any matters contained in the Title Commitment or Survey to which Buyer objects (the "Buyer's Objection Notice"), provided, Seller shall be deemed to have received Buyer's objection to all Seller Encumbrances (defined below), regardless of whether or not Buyer actually notifies Seller of the same. Any matters in the Title Commitment or Survey to which Buyer does not so object (other than Seller's Encumbrances) shall be "Permitted Exceptions". Seller shall not transfer, encumber, grant any lien upon or otherwise convey any interest in the Property at any time after the date hereof without Buyer's prior written consent, which consent may be withheld in Buyer's sole and absolute discretion.

8. **Curing Objections.** Seller shall have ten (10) business days after receipt of Buyer's Objection Notice ("Seller's Curing Period") to use its best efforts to cure the title and survey objections ("Objections") to the satisfaction of Buyer; provided, any mortgages, deeds of trust, mechanic's liens or other encumbrances which can be removed by the payment of money (collectively, the "Seller Encumbrances") shall, without exception, be removed by Seller at or prior to Closing. If Seller gives notice that Seller is unable to cure the Objections (it being agreed that Seller must remove all Seller Encumbrances), or if Seller fails to cure the Objections to Buyer's satisfaction within Seller's Curing Period, then Buyer may (a) extend Seller's period for curing the Objections, (b) waive any such Objections and proceed to Closing and/or (c) terminate this Agreement and receive back the Earnest Money. If exceptions to title are created by, through or under Seller after the date of the Title Commitment (the "New Title Exceptions"), and such matters were not approved in writing by Buyer, Seller shall remove such New Title Exceptions on or prior to Closing. In the event Seller fails to

remove the New Title Exceptions on or prior to Closing, Buyer shall have the right to either (x) accept such New Title Exceptions and proceed to Closing, or (y) terminate this Agreement. In the event Buyer terminates this Agreement as a result of New Title Exceptions, then in addition to the return of the Earnest Money to Buyer, Buyer shall be entitled to seek its remedies under Section 20 hereof.

9. **Investigations.** From and after the Effective Date and through and including the earlier of the date of the termination of this Agreement or the Closing, Buyer and its representatives shall have the right to enter upon the Property to conduct investigations, including without limitation, obtaining or performing surveys, soils and/or water tests, engineering studies, feasibility studies, environmental assessments and inspections, evaluating the availability of utilities, drainage, and access, and performing such other investigations as Buyer may desire to determine the suitability of the Property for Buyer's intended use. Buyer, in the conduct of its investigation, shall not unreasonably interfere with any existing operations on the Property. Buyer is responsible for payment for all such investigations and will pay for any damage that occurs to the Property as a result of such investigations. Prior to entering onto the Property, Buyer shall obtain and maintain during the term of this Agreement a comprehensive or commercial general liability insurance in the amount of \$2,000,000.00 combined single limit covering Buyer or its consultant or contractor performing the work, which insurance shall name Seller as an additional insured and shall be issued by insurers authorized to do business in the State of Utah which are rated A-, Class VIII or better by A.M. Best's Insurance Guide. Buyer will not permit claims or liens of any kind against the Property for such investigations. Buyer shall indemnify, defend and hold Seller harmless from and against any and all liability, damage, cost or expense incurred by Seller and caused by any such investigation, claim or lien and resulting from Buyer's investigation of the Property; provided, the foregoing shall not apply to (i) Buyer's discovery of any pre-existing condition (including, without limitation, the existence of any hazardous or toxic substances in, on, under or about the Property or Seller's adjoining property), or (ii) any exacerbation of a pre-existing condition in, on, under or about the Property or Seller's adjoining property, except to the extent, if any, said exacerbation results from the willful or negligent act or omission of Buyer, its agents, contractors or employees. The provisions of this section will survive the termination of this Agreement.

10. **Feasibility Period.**

(a) Unless extended by the parties in writing, Seller agrees that Buyer shall have a period of one hundred twenty (120) days (the "Feasibility Period") after the later to occur of (i) the Effective Date, or (ii) Seller's receipt of the documents required by Section 10(b) below, to determine whether or not the Property is acceptable for Buyer's intended use. At any time during the Feasibility Period, Buyer or Seller may elect to terminate this Agreement for any reason, or for no reason, in which event the Earnest Money shall be returned to Buyer, and this Agreement shall terminate and be of no further force and effect. The Feasibility Period shall automatically extend until the Development Agreement and Project Master Plan have been approved by the Seller's council, acting as land use authority, with all periods of time for contesting the same

having expired without any third party successfully contesting the same.

(b) Seller will furnish to Buyer, within five (5) days following the Effective Date, (i) any and all studies and/or reports which have previously been done on the Property, specifically including, but not limited to, soils reports, environmental assessments, site plans, surveys, zoning applications, title reports and policies, and other information which will assist Buyer in evaluating the Property, and (ii) all written leases, tenancies, rental agreements, service contracts, management agreements and any and all other agreements affecting the Property and a full written description of any such agreements which are not written.

(c) Buyer and Seller intend that Buyer shall have the right to develop the Property in accordance with a development agreement contemplated by Section 11-20-180 of the Neighborhood Mixed Use Zone, which rights will be established by a development agreement proposed to be entered into between Buyer and Seller (in its capacity as a municipality) (the "Development Agreement"). The approval of a Development Agreement is a legislative power that cannot be established by this Agreement, and this Agreement shall not be construed as controlling the Seller's council or planning commission in their consideration of the Development Agreement as part of the land use regulation process. If adopted, the Development Agreement shall provide, among other terms acceptable to Buyer and Seller: (i) project density, including, without limitation, the vested number of residential units for purposes of determining the Purchase Price, which shall not be less than 140 vested units nor greater than 265 vested units, (ii) site specific design standards and amenities, including, without limitation, design standards related to Seller's future well site and the UDOT detention basin, (iii) project specific building heights, front required build-to ranges, building siting (including lot frontage percentages), setbacks, open space percentages, and road widths, (iv) elevations and general architectural guidelines, (v) the incorporation of the adjacent UDOT detention basin into the project, (vi) water rights required for the project, (vii) the project master plan as required by the Seller's ordinances (the "Project Master Plan"), and (viii) other applicable entitlements. On or before the date which is thirty (30) days after the Effective Date, Seller will submit a preliminary draft of the Development Agreement to Buyer for Buyer's review. Buyer and Seller shall thereafter negotiate in good faith to finalize the Development Agreement, including Buyer's preparation of the Project Master Plan and correlating development materials.

11. **Conditions to Closing.** Buyer's obligation to purchase the Property is subject to satisfaction of the following conditions prior to Closing:

(a) **Seller's Obligations.** Seller shall have: (i) executed and delivered to Buyer all of the documents required pursuant to Section 13 below; and (ii) taken or caused to be taken all of the other actions required of Buyer pursuant to this Agreement.

(b) **No Seller Default.** Seller shall not be in material default of any covenant or agreement to be performed by Seller under this Agreement and shall have performed all other material obligations required to be performed by it under this

Agreement on or prior to the Closing Date.

(c) Seller Representations. On the Closing Date all representations and warranties made by Seller in Section 16 shall be true and correct as if made on the Closing Date.

(d) Development Agreement. The Development Agreement has been approved by Buyer and Seller, and Seller's council, acting as land use authority, has approved the Development Agreement, without the imposition of conditions unsatisfactory to Buyer, and all periods for contesting the same shall have expired without any third party successfully contesting the same.

(e) Project Master Plan. The Project Master Plan associated with the Development Agreement has been approved by Seller's council, acting as land use authority, without the imposition of conditions unsatisfactory to Buyer, and all periods for contesting the same shall have expired without any third party successfully contesting the same.

If the foregoing conditions precedent to Buyer's obligation to Closing have not been satisfied prior to the Closing Date (and Buyer has not waived the same in writing), Buyer may terminate this Agreement by written notice to Seller, and shall receive a refund of all Earnest Money and thereafter, neither party shall have any further obligations hereunder, except those expressly stated to survive the termination hereof; provided, following the expiration of the Feasibility Period, if the failure is of a condition set forth in subsections (a), (b) or (c) above, Buyer may exercise its remedies under Section 20 below.

12. Closing. The conveyance of the Property to Buyer (the "Closing") shall be closed at the office of the Title Company, on the date (the "Closing Date") which is fourteen (14) days after the last of the following events has occurred: (a) the expiration of the Feasibility Period without termination by Buyer, or Buyer's waiver thereof, and (b) the satisfaction of the conditions precedent set forth in Section 11 (or Buyer's waiver thereof), or such other date as may be mutually agreed to by Buyer and Seller.

13. Closing Deliverables.

(a) The following shall be delivered by Seller at Closing:

(i) Seller shall deliver a Special Warranty Deed in the form set forth on Exhibit "B" attached hereto ("Deed") executed and acknowledged by Seller;

(ii) An ALTA Extended Coverage Owner's Title Insurance Policy issued by Title Company. The policy shall be in the amount of the Purchase Price and shall guarantee that Buyer's title to the Property is good and indefeasible subject only to the following exceptions: (1) the Permitted Exceptions, (2) taxes for the current year and subsequent years, not yet due and payable; and (3) unrecorded governmental rights

and regulations, including but not limited to building and zoning ordinances;

(iii) The Development Agreement, executed and acknowledged, as applicable, by Seller;

(iv) Seller shall furnish to Buyer an affidavit in the form required by the Title Company which states that Seller is exempt from the Foreign Investment in Real Property Tax Act (FIRPTA);

(v) Such other documents as are typically required to be signed by sellers in the closing of a real estate transaction.

(b) The following documents shall be delivered by Buyer at Closing:

(i) The Purchase Price (less the Earnest Money);

(ii) The Development Agreement, executed and acknowledged, as applicable, by Buyer; and

(iii) Such other documents as are typically required to be signed by buyers in the closing of a real estate transaction.

14. **Closing Costs.** Closing costs and prorations shall be prorated as follows:

(a) **Taxes and Utilities.** All ad valorem and excise taxes and utilities shall be prorated to the date of Closing. If the current year's taxes are not known as of the date of Closing, the proration shall be based upon the previous year's taxes with an adjustment made between Seller and Buyer when the current year's taxes are known. In the event any greenbelt or farmland assessment taxes are deferred or payable with respect to the Property, Seller shall pay for all such taxes at Closing and take such action as is necessary to remove the Property from being assessed under the Farmland Assessment Act. Seller shall pay in full all special assessments or personal property taxes on the Property. Seller shall pay all transfer, deed or similar taxes payable to any governmental authority with respect to the transfer of the Property.

(b) **Prepayment Penalties.** Seller shall pay all prepayment penalties and other amounts necessary to release all Seller Encumbrances.

(c) **Fees.** Any escrow fee charged by Title Company shall be shared equally by Seller and Buyer. Each party will pay its own attorney's fees. Buyer shall pay the cost of recording the Deed.

(d) **Title Policy.** Seller shall pay the costs of an ALTA Owner's Title Policy and Buyer shall pay the incremental costs of causing such policy to be an Extended ALTA Owner's Title Policy. Seller shall pay the costs of any endorsements necessary to cure any Objections which Seller has agreed to cure. Buyer shall pay for

any endorsements which have been requested by Buyer.

(e) Other. All other bills or charges including other recording fees, any state or local documentary stamps, transfer taxes or fees, assessments for improvements completed or initiated prior to Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be paid by Seller at or prior to Closing. All rents and other similar payments shall be prorated to the date of Closing.

15. Possession. Exclusive possession of the Property shall be delivered to Buyer at Closing. Seller agrees that any improvements remaining on the Property after such date shall belong to Buyer.

16. Representations and Warranties. Seller makes the following representations and warranties as of the Effective Date and as of the Closing Date, and such representations and warranties shall survive the Closing for a period of twelve (12) months and shall then expire unless an action has been commenced:

(a) Seller owns good and marketable fee simple title to the Property and is fully authorized to, and has taken all action required by applicable law for Seller to, convey the Property pursuant to this Agreement.

(b) Seller has full right, power and authority to enter into this Agreement. The execution and delivery of this Agreement by Seller has been duly authorized by all necessary action. This Agreement and all documents required hereby to be executed by Seller are and shall be valid and legally binding obligations of, and enforceable against, Seller in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

(c) There is no pending action, litigation or condemnation proceeding against the Property or against Seller with respect to the Property and there are no written threats or demands of any litigation, condemnation or other legal proceeding against the Property or Seller (or any of its members or managers) with respect to the Property.

(d) Seller has received no written notice from any governmental authority having jurisdiction over the Property to the effect that the Property is not or may not be currently in compliance with applicable laws and ordinances or from any other persons to the effect that the Property is not or may not be in compliance with any private covenants or restrictions. The Property is currently in compliance with applicable laws or ordinances or private covenants or restrictions.

(e) This Agreement and all agreements, instruments and documents in this Agreement provided to be executed by Seller are and on the Closing Date will be duly authorized, executed and delivered by and are binding upon Seller. All agreements, instruments and documents in this Agreement provided to be caused to be executed by Seller are and on the Closing Date will be duly authorized, executed and delivered by and binding upon the party to execute the same. Seller has the legal capacity and authority to

enter into this Agreement and consummate the transactions in this Agreement provided without the consent or joinder of any other party.

(f) Neither the execution and delivery of this Agreement and documents referenced in this Agreement, nor the incurrence of the obligations set forth in this Agreement, nor the consummation of the transactions contemplated in this Agreement, nor compliance with the terms of this Agreement and the documents referenced in this Agreement materially conflicts with or results in the material breach of any terms, conditions or provisions of, or constitutes a default under, any bond, note, or other evidence of indebtedness, or of any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments affecting the Property or to which Seller is a party.

(g) Seller warrants that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1954, as amended.

(h) Each item of information that was prepared by Seller and furnished by Seller to Buyer in connection with this Agreement is accurate and complete in all material respects.

(i) There are no leases, rental agreements, occupancy agreements or license affecting the Property, and there are no written or oral promises, understanding, agreement or other commitment between Seller and any tenant or other person occupying the property except as for the following: (i) a lease for a tenant in a home on the Property is currently effective and is being renewed on a month-to-month basis, (b) a neighboring property owner (Buttered Bake Shop Properties LLC) has established, without lease or license from the City, gardening space to the South of that owner’s property, and (c) the Leonard family has grown crops on the Property, but this has not been formalized with a lease or other arrangement, nor has a specific term been established for this arrangement (collectively, the “Existing Users”). Following the expiration of the Feasibility Period without termination by the Buyer or Seller, and prior to the Closing Date, Seller will cause all agreements (if any) with the Existing Users to be terminated and will cause the Existing Users to vacate and surrender the Property to the Seller.

(j) There are no outstanding agreements of sale, rights of first refusal, rights of first offer, options or other rights of third parties to acquire the Property or any interest therein.

(k) Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof.

(l) Environmental.

(i) Seller warrants that, to the best of Seller’s knowledge, during the period that Seller has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic



substance, mold, or any other pollutants or contaminants (hereinafter collectively referred to as “Pollutants”) on or in the Property. Seller warrants that, to the best of Seller’s knowledge, Seller has complied with all applicable local, state or federal environmental laws and regulations, and there are no wells, underground storage tanks, covered surface impoundments or other sources of Pollutants on the Property.

(ii) To the best of Seller’s knowledge, prior to Seller’s acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Property.

(iii) To the best of Seller’s knowledge, there have been no Pollutants on or in neighboring properties which, through soil or groundwater migration, could have moved to the Property.

In the event of Seller’s breach of the representations or warranties set forth in this Agreement, or if Buyer discovers the presence of any Pollutants on the Property, Buyer may elect to terminate this Agreement and receive a refund of the entire Earnest Money. Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all losses, costs, expenses, liabilities, claims and damages incurred by Buyer as a result of Seller’s representations and warranties hereunder being inaccurate.

Except as expressly set forth in this Agreement to the contrary or the documents delivered at Closing, Buyer is expressly purchasing the Property in its existing condition “AS IS, WHERE IS, AND WITH ALL FAULTS” and, except as expressly set forth in this Agreement, based upon the condition (physical or otherwise) of the Property as of the Effective Date, subject to the representations and warranties of Seller set forth in this Agreement and the documents delivered at Closing.

17. **Notices.** Any notice or designation to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

SELLER: Farmington City  
Attn: Brigham Mellor  
160 S. Main St.  
Farmington, UT 84025

With a copy to:

Attn: Paul Roberts  
160 S. Main St.

Farmington, UT 84025

BUYER: Boyer Project Company, L.C.  
101 South 200 East, Suite 200  
Salt Lake City, Utah 84111  
Attention: President

With a copy to:

Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Attention: Lamont Richardson; Thomas Goodwin

18. **Reserved.**

19. **Condemnation.** If any portion of the Property is taken by eminent domain or condemnation, or if any improvements on the Property are destroyed or materially damaged prior to the transfer of title, then Buyer may (a) terminate this Agreement by delivering written notice to Seller, in which case this Agreement shall be terminated as of the date of the delivery of such notice to Seller, or (b) elect not to terminate this Agreement, in which case any condemnation awards or insurance proceeds will be credited against the Purchase Price in such pro rata amounts as to that portion of the amount received attributable to the Property at Closing. In the event Buyer elects not to terminate this Agreement pursuant to clause (b) above, then Seller shall not settle any condemnation proceedings or insurance claim without the prior written consent of Buyer, which shall not be unreasonably withheld, conditioned or delayed. In the event the Agreement is terminated pursuant to this Section 19, the Earnest Money shall be returned to Buyer.

20. **Termination.** If this Agreement is terminated or Closing does not occur because of the failure of any condition or the occurrence of an event giving rise to a termination by Buyer as set forth herein, all monies deposited by Buyer hereunder will be returned to it (subject, however, to the provisions relating to certain portions of the Earnest Money becoming non-refundable as set forth in Section 10(a) above). If Closing does not occur due to a default by Buyer, Seller's sole and exclusive remedy shall be to retain the Earnest Money as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS AN AMOUNT EQUAL TO THE EARNEST MONEY, AND IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN AS FULLY AGREED LIQUIDATED DAMAGES THE ENTIRE EARNEST MONEY, ALL OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER.

In the event of Seller's default, Buyer may, at its option (a) terminate this Agreement

upon written notice to Seller and recover from the Title Company or the Seller, as applicable, the Earnest Money, or (b) following the expiration of the Feasibility Period, file an action to specifically enforce Seller's obligations under this Agreement.

21. **1031 Exchange.**

(a) Buyer and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code of 1986 and related regulations (the "Code"). Each party agrees to reasonably cooperate in good faith with the other party to effect such an exchange; provided, however, that: (i) the cooperating party shall not be required to acquire or take title to any exchange property; (ii) no substitution of the effectuating party shall release said party from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating party, its successors, or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor; (iii) the effectuating party shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "Exchange Documents") required by the exchange, at its sole cost and expense; and (iv) the effectuating party shall be responsible for making all determinations as to itself to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and the cooperating party shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of the cooperating party's performance of the acts required hereby.

(b) Notwithstanding anything herein to the contrary, Buyer and Seller acknowledge and agree that the Buyer intends to, or may, at its sole discretion, assign to an exchange facilitator, qualified intermediary, exchange accommodation titleholder or similar entity (a "Qualified Intermediary") its rights and obligations hereunder to facilitate a transaction or transactions, which are intended to qualify for Section 1031 of the Code, in which case, (x) payment of the Earnest Money shall be made by Buyer or by the Qualified Intermediary (such determination to be made by Buyer in its sole discretion) and (y) any payments from Seller or the Title Company to Buyer shall be made, at Buyer's election, to the Qualified Intermediary.

22. **Interim Covenants of Seller.** Until the Closing Date or the sooner termination of this Agreement:

(a) Seller shall maintain the Property in the same manner as it has maintained the Property prior to the date hereof pursuant to its normal course of business, subject to reasonable wear and tear and further subject to destruction by casualty or other events beyond the control of Seller.

(b) From and after the Effective Date, Seller shall not enter into or extend, renew, modify or replace any leases, contracts or other agreements without the

prior written consent of Buyer (which consent may be withheld in Buyer's sole discretion).

(c) From the Effective Date through the Closing Date, Seller shall: (i) keep all existing insurance policies affecting the Property in full force and effect; (ii) not make any material alterations to the Property without first obtaining Buyer's prior written consent; and (iii) not sell, assign, or convey any right, title or interest whatsoever in or to the Property, or create or permit to attach any lien, security interest, easement, encumbrance, charge, or condition affecting the Property.

(d) Seller shall fully and timely comply with all obligations to be performed by it under all leases, contracts or other agreements affecting the Property and all laws, regulations and orders applicable to the Property.

(g) Seller shall promptly notify Buyer of any material change in any physical condition with respect to the Property or of any event or circumstance, of which Seller has knowledge, which makes any representation or warranty of Seller under this Agreement untrue or misleading in any material way, or any covenant of Buyer or Seller under this Agreement incapable of being performed, it being understood that Seller's obligation to provide notice to Buyer shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

23. **Real Estate Commissions.** The parties agree that neither has been represented by any other broker, finder or other party entitled to a real estate brokerage commission, finder's fee or other compensation. Each party agrees to indemnify, defend and hold the other party harmless from and against any commissions, fees or other compensation which is claimed by any third party with whom the indemnifying party has allegedly dealt.

24. **Entire Agreement.** This Agreement contains all agreements between the parties, and no agreement not contained herein shall be recognized by the parties.

25. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Seller shall not assign this Agreement without the prior written consent of Buyer. Buyer shall have the right to assign this Agreement to an affiliate of Buyer without Seller's consent, provided that, following such assignment by Buyer, Buyer shall remain liable for its obligations arising under this Agreement.

26. **Confidentiality.** Each party, except as may be required by law, shall keep the terms of this transaction, the transaction itself, and the identity of the other party confidential and shall not disclose this Agreement to any third party (other than current or existing lenders and professional advisors).

27. **Time of the Essence.** Time is of the essence in all things pertaining to the

performance of this Agreement.

28. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah, without reference to its choice of laws rules.

29. **Section Headings.** The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

30. **Business Days.** If any date provided for in this Agreement shall fall on, or if any time period provided for in this Agreement shall end on, a Saturday, Sunday or legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

31. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax or other form of electronic delivery.

32. **Attorney's Fees.** In the event it becomes necessary for any party to retain an attorney to enforce this Agreement, the prevailing party in said effort shall be entitled to recover any and all costs, fees and expenses, including reasonable attorney's and expert fees, incurred in enforcing or seeking enforcement hereof, whether incurred through litigation or otherwise. The provisions of this Section shall survive the termination of this Agreement.

33. **Severability.** If any provision of this Agreement or application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

**IN WITNESS WHEREOF**, each of the parties has executed this Agreement effective as of the Effective Date.

**SELLER:**

FARMINGTON CITY, a Utah municipal corporation

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

BOYER PROJECT COMPANY, L.C., a Utah limited liability company, by its Manager

The Boyer Company, L.C., a Utah limited liability company

By: \_\_\_\_\_  
Name:  
Title: Manager

**RECEIPT OF EARNEST MONEY**

The undersigned hereby acknowledges receipt of a check in the amount of \$75,000.00 as Earnest Money under the foregoing contract. The undersigned will promptly cash the check and hold the proceeds as Earnest Money in accordance with the terms of the contract. The undersigned will promptly notify the parties if these instructions are for any reason not carried out.

COTTONWOOD TITLE INSURANCE AGENCY,  
INC.

\_\_\_\_\_

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

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

EXHIBIT "A"  
TO  
PURCHASE AGREEMENT

Legal Description<sup>1</sup>

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<sup>1</sup> To be inserted.



EXHIBIT "B"  
TO  
PURCHASE AGREEMENT

Form of Deed

WHEN RECORDED, RETURN TO AND SEND TAX NOTICES TO:
_____
_____

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, dated effective as of [\_\_\_\_\_] is executed by [\_\_\_\_\_] having an address at [\_\_\_\_\_] (the "**Grantor**"), in favor of [\_\_\_\_\_] whose address is [\_\_\_\_\_] ("**Grantee**").

**WITNESSETH:**

FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby CONVEYS AND WARRANTS to Grantee, warranting title against persons claiming by, through or under Grantor, but not otherwise, the real property located in Salt Lake County, Utah and more particularly described on Exhibit A attached hereto and made a part hereof together with all improvements located thereon (the "**Property**").

THE CONVEYANCE HEREBY ACCOMPLISHED IS SUBJECT TO the liens, encumbrances, rights-of-way, easements, restrictions, reservations and other matters of record or enforceable at law or equity and matters which may be disclosed by an accurate survey of the Property.

The division of land accomplished by this Special Warranty Deed is in anticipation of future land use approvals on the Property, does not confer any land use approvals, and has not been approved by the land use authority.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the date and year first written above.

GRANTOR:

[\_\_\_\_\_]

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

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

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

STATE OF UTAH )

: ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument on behalf of said company.

My Commission Expires:

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

Residing at: \_

**EXHIBIT A  
TO  
SPECIAL WARRANTY DEED**

Legal Description of the Property

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: FY24 Annual Comprehensive Financial Report (ACFR)  
and Audit Report Review and Acceptance

PRESENTED BY: Greg Davis

DEPARTMENT: Finance

MEETING DATE: January 21 2025

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Greg Davis  
**Date:** January 21, 2025  
**Subject:** **FY24 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) and  
AUDIT REPORT REVIEW AND ACCEPTANCE**

**RECOMMENDATIONS**

Receive presentation by independent auditor firm regarding the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024 and the auditor's audit report. Review and accept reports.

**BACKGROUND**

The City's independent auditor firm, Gilbert & Stewart, Certified Public Accountants, has completed its annual audit of the City's financial records and financial statements and will report to you in the general session on Tuesday, January 21, 2025. The ACFR can be found on the City's website at <https://farmington.utah.gov/administration-department/finance/>.

We have included the governance letter, starting on page 124 of that document.

Respectfully submitted



Greg Davis  
Finance Director

Review and concur,



Brigham Mellor  
City Manager

# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Monthly Financial Report
2. Amendment to the Supplemental Development Agreement for The Trail
3. Home Occupation Business License Amendments
4. Approval of Minutes for 01-07-25.

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Levi Ball  
**Date:** January 16, 2025  
**Subject:** December Monthly Financial Report – Jan 21<sup>st</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 through October 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 33.27% collected YTD and currently we are 34.20% 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 November. 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 12 of 26 pay periods recorded so far in FY25 so our payroll percentage YTD should be roughly 46.15%.

Respectfully submitted,



Levi Ball

Review and concur,



Brigham Mellor

# Monthly Financial Report - FY25

Through December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>GENERAL FUND</b>			
<b>General Fund Revenues</b>			
REVENUE	9,524,591	16,861,325	56.5%
Taxes Received	7,594,802	14,925,000	50.9%
Charges for Services Revenue	91,997	273,930	33.6%
Cost Sharing, Contributions Received	93,547	177,000	52.9%
Financing Proceeds	-	-	0.0%
Intergovernmental	41,363	433,830	9.5%
Licenses, Permits, Fees Received	430,930	819,325	52.6%
Misc Revenue	79,202	82,500	96.0%
Interest Earnings	800,764	115,700	692.1%
Investment Fair Value Adjustments	357,945	-	0.0%
Transfers In	34,040	34,040	100.0%
<b>GF - Administrative Department</b>			
EXPENDITURE	2,874,258	3,245,603	88.6%
Payroll	289,879	630,470	46.0%
Supplies & Services	384,300	463,278	83.0%
Capital Outlay	12,130	6,000	202.2%
Transfers Out	2,145,855	2,145,855	100.0%
Grants, Contributions by City	42,093	-	0.0%
<b>GF - Buildings Department</b>			
EXPENDITURE	354,415	731,948	48.4%
Payroll	113,889	267,396	42.6%
Supplies & Services	205,188	327,952	62.6%
Capital Outlay	35,338	136,600	25.9%
<b>GF - City Manager &amp; Econ. Dev.</b>			
EXPENDITURE	168,896	485,261	34.8%
Payroll	145,907	315,971	46.2%
Supplies & Services	19,164	169,290	11.3%
Capital Outlay	3,825	-	0.0%
<b>GF - Community Development Department</b>			
EXPENDITURE	597,517	1,400,229	42.7%
Payroll	480,468	1,071,729	44.8%
Supplies & Services	117,050	328,500	35.6%
Capital Outlay	-	-	0.0%



# Monthly Financial Report - FY25

Through December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>GF - Engineering Department</b>			
EXPENDITURE	98,893	228,751	43.2%
Payroll	83,814	182,501	45.9%
Supplies & Services	15,079	46,250	32.6%
Capital Outlay	-	-	0.0%
<b>GF - Fire Department</b>			
EXPENDITURE	1,449,586	2,931,266	49.5%
Payroll	1,339,830	2,646,296	50.6%
Supplies & Services	103,584	264,970	39.1%
Capital Outlay	6,172	20,000	30.9%
<b>GF - Legal</b>			
EXPENDITURE	304,317	693,343	43.9%
Payroll	157,917	344,384	45.9%
Supplies & Services	146,400	348,959	42.0%
Capital Outlay	-	-	0.0%
<b>GF - Legislative Department</b>			
EXPENDITURE	71,664	162,024	44.2%
Payroll	40,637	83,024	48.9%
Supplies & Services	31,027	79,000	39.3%
<b>GF - Parks &amp; Cemetery Department</b>			
EXPENDITURE	753,123	1,458,239	51.6%
Payroll	492,523	979,407	50.3%
Supplies & Services	221,721	450,132	49.3%
Capital Outlay	38,879	28,700	135.5%
<b>GF - Police Department</b>			
EXPENDITURE	2,380,729	5,244,005	45.4%
Payroll	2,052,682	4,513,275	45.5%
Supplies & Services	328,047	720,730	45.5%
Capital Outlay	-	10,000	0.0%
<b>GF - Streets Department</b>			
EXPENDITURE	490,703	993,333	49.4%
Payroll	309,726	662,833	46.7%
Supplies & Services	180,977	320,500	56.5%
Capital Outlay	-	10,000	0.0%

# Monthly Financial Report - FY25

Through December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>SPECIAL REVENUE (RDA) FUNDS</b>			
<b>20 - US89 RDA</b>			
<b>REVENUE</b>	-	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%
<b>EXPENDITURE</b>	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>			
<b>REVENUE</b>	-	392,100	0.0%
Taxes Received	-	370,000	0.0%
Interest Earnings	-	22,100	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	2,105,538	2,103,000	100.1%
Supplies & Services	-	-	0.0%
Capital Outlay	632,538	630,000	100.4%
Transfers Out	1,473,000	1,473,000	100.0%

# Monthly Financial Report - FY25

Through December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>DEBT SERVICE FUNDS</b>			
<b>30 - RAP Tax Bond</b>			
REVENUE	249,455	701,700	35.6%
Taxes Received	249,455	700,000	35.6%
Interest Earnings	-	1,700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	454,279	836,380	54.3%
Supplies & Services	-	-	0.0%
Debt Service, Lease Payments	2,279	384,380	0.6%
Transfers Out	452,000	452,000	100.0%
<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	4,040	100.0%
Supplies & Services	-	-	0.0%
Debt Service, Lease Payments	-	-	0.0%
Transfers Out	4,040	4,040	100.0%
<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 December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>CAPITAL IMPROVEMENT FUNDS</b>			
<b>11 - Class C Roads</b>			
<b>REVENUE</b>	<b>640,019</b>	<b>1,837,100</b>	<b>34.8%</b>
Taxes Received	243,752	800,000	30.5%
Charges for Services Revenue	-	-	0.0%
Financing Proceeds	-	-	0.0%
Intergovernmental	396,267	1,000,000	39.6%
Interest Earnings	-	37,100	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>347,430</b>	<b>3,136,500</b>	<b>11.1%</b>
Supplies & Services	228,232	1,260,500	18.1%
Capital Outlay	119,197	1,876,000	6.4%
Transfers Out	-	-	0.0%
<b>37 - Capital Improvement - Gov Buildings</b>			
<b>REVENUE</b>	<b>89,300</b>	<b>3,334,066</b>	<b>2.7%</b>
Charges for Services Revenue	(2)	-	0.0%
Devel/Impact Fees Received	89,302	602,766	14.8%
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 December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>38 - Capital Improvement - Streets</b>			
<b>REVENUE</b>	<b>391,314</b>	<b>1,757,200</b>	<b>22.3%</b>
Charges for Services Revenue	-	-	0.0%
Cost Sharing, Contributions Received	3,963	-	0.0%
Devel/Impact Fees Received	235,351	1,541,000	15.3%
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	152,000	100.0%
<b>EXPENDITURE</b>	<b>1,949,263</b>	<b>699,345</b>	<b>278.7%</b>
Supplies & Services	44,073	176,000	25.0%
Capital Outlay	1,621,844	240,000	675.8%
Debt Service, Lease Payments	13,346	13,345	100.0%
Transfers Out	270,000	270,000	100.0%
<b>39 - Capital Equipment Fund</b>			
<b>REVENUE</b>	<b>450,000</b>	<b>473,500</b>	<b>95.0%</b>
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	450,000	100.0%
<b>EXPENDITURE</b>	<b>268,815</b>	<b>401,000</b>	<b>67.0%</b>
Capital Outlay	267,813	401,000	66.8%
Debt Service, Lease Payments	1,002	-	0.0%
<b>40 - Real Estate Fund</b>			
<b>REVENUE</b>	<b>225,640</b>	<b>1,400</b>	<b>16117.1%</b>
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>	<b>8,041</b>	<b>-</b>	<b>0.0%</b>
Capital Outlay	8,041	-	0.0%
Transfers Out	-	-	0.0%

# Monthly Financial Report - FY25

Through December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>42 - Capital Improvements - Parks</b>			
<b>REVENUE</b>	<b>2,491,591</b>	<b>6,255,588</b>	<b>39.8%</b>
Charges for Services Revenue	-	-	0.0%
Cost Sharing, Contributions Received	36,000	244,488	14.7%
Devel/Impact Fees Received	260,591	2,545,300	10.2%
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	2,195,000	100.0%
<b>EXPENDITURE</b>	<b>236,407</b>	<b>13,263,394</b>	<b>1.8%</b>
Supplies & Services	2,211	335	659.9%
Capital Outlay	232,246	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>114,474</b>	<b>14,117,760</b>	<b>0.8%</b>
Devel/Impact Fees Received	114,474	791,960	14.5%
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 December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>PERMANENT FUND</b>			
<b>48 - Cemetery Perpetual Fund</b>			
<b>REVENUE</b>	4,521	14,200	31.8%
Charges for Services Revenue	4,521	11,500	39.3%
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 December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>ENTERPRISE FUNDS</b>			
<b>51 - Water Fund</b>			
<b>REVENUE</b>	<b>2,077,996</b>	<b>4,882,610</b>	<b>42.6%</b>
Charges for Services Revenue	1,653,065	3,153,510	52.4%
Devel/Impact Fees Received	206,011	1,507,000	13.7%
Developer Contributions of Infrastructure	-	-	0.0%
Financing Proceeds	-	-	0.0%
Misc Revenue	4,484	5,000	89.7%
Sale of Assets	15,675	-	0.0%
Interest Earnings	-	217,100	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Interest Earnings on Water Bond Proceeds	198,760	-	0.0%
<b>EXPENDITURE</b>	<b>1,897,840</b>	<b>10,418,613</b>	<b>18.2%</b>
Payroll	465,553	1,302,263	35.7%
Supplies & Services	592,840	1,101,700	53.8%
Capital Outlay	437,475	7,469,000	5.9%
Debt Service, Lease Payments	401,973	545,650	73.7%
<b>52 - Sewer Fund</b>			
<b>REVENUE</b>	<b>1,821,023</b>	<b>3,573,700</b>	<b>51.0%</b>
Charges for Services Revenue	1,821,023	3,573,000	51.0%
Misc Revenue	-	-	0.0%
Interest Earnings	-	700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>1,469,537</b>	<b>3,557,768</b>	<b>41.3%</b>
Payroll	19,895	46,518	42.8%
Supplies & Services	1,449,641	3,411,250	42.5%
Capital Outlay	-	100,000	0.0%
Transfers Out	-	-	0.0%



# Monthly Financial Report - FY25

Through December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>53 - Garbage Fund</b>			
<b>REVENUE</b>	<b>1,151,884</b>	<b>2,217,895</b>	<b>51.9%</b>
Charges for Services Revenue	1,151,884	2,204,395	52.3%
Misc Revenue	-	-	0.0%
Interest Earnings	-	13,500	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>832,745</b>	<b>2,550,002</b>	<b>32.7%</b>
Payroll	77,535	190,296	40.7%
Supplies & Services	626,050	1,889,956	33.1%
Capital Outlay	129,160	469,750	27.5%
<b>54 - Storm Water Fund</b>			
<b>REVENUE</b>	<b>687,744</b>	<b>1,968,000</b>	<b>34.9%</b>
Charges for Services Revenue	562,082	1,110,500	50.6%
Cost Sharing, Contributions Received	-	-	0.0%
Devel/Impact Fees Received	117,223	836,100	14.0%
Financing Proceeds	-	-	0.0%
Licenses, Permits, Fees Received	8,440	5,000	168.8%
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>624,575</b>	<b>3,597,642</b>	<b>17.4%</b>
Payroll	324,377	710,554	45.7%
Supplies & Services	143,066	260,388	54.9%
Capital Outlay	127,133	2,596,700	4.9%
Debt Service, Lease Payments	-	-	0.0%
Transfers Out	30,000	30,000	100.0%

# Monthly Financial Report - FY25

Through December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>55 - Ambulance Fund</b>			
<b>REVENUE</b>	<b>328,481</b>	<b>855,600</b>	<b>38.4%</b>
Charges for Services Revenue	328,481	820,000	40.1%
Intergovernmental	-	-	0.0%
Misc Revenue	-	-	0.0%
Sale of Assets	-	-	0.0%
Interest Earnings	-	35,600	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>610,446</b>	<b>808,486</b>	<b>75.5%</b>
Payroll	182,222	526,986	34.6%
Supplies & Services	95,481	271,500	35.2%
Capital Outlay	332,742	10,000	3327.4%
<b>56 - Transportation Utility Fund</b>			
<b>REVENUE</b>	<b>398,941</b>	<b>775,700</b>	<b>51.4%</b>
Charges for Services Revenue	398,941	765,000	52.1%
Misc Revenue	-	-	0.0%
Interest Earnings	-	10,700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
<b>EXPENDITURE</b>	<b>409,285</b>	<b>868,000</b>	<b>47.2%</b>
Supplies & Services	764	23,000	3.3%
Capital Outlay	408,521	845,000	48.3%

# Monthly Financial Report - FY25

Through December 2024

	YTD	Budget as Amended	YTD % of Budget
<b>60,67 - Recreation and Special Events</b>			
<b>REVENUE</b>	<b>2,000,369</b>	<b>2,581,444</b>	<b>77.5%</b>
Charges for Services Revenue	453,554	1,004,289	45.2%
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	1,543,855	100.0%
<b>EXPENDITURE</b>	<b>1,268,963</b>	<b>2,702,866</b>	<b>46.9%</b>
Payroll	816,326	1,700,651	48.0%
Supplies & Services	420,803	958,115	43.9%
Capital Outlay	31,835	44,100	72.2%

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 1/21/2025  
**Subject:** **Amendment to the Supplemental Development Agreement for The Trail.** (continued from 1/7/25 meeting)

### **RECOMMENDED MOTION**

Staff recommends that the City Council approve the proposed Amendment. It is being placed on the summary action agenda based on interest from the council to see how previous comments were addressed.

If a Councilmember wishes to remove it from the summary action agenda for discussion, then a motion in favor of the approval is: "I move that the Council approve Amendment #1 to the Supplemental Development Agreement for The Trail."

### Findings:

1. The proposed addendum reduces the number of units within the project within the parameters initially set and allows for the construction of a building that will be massed and scaled more appropriately for the area.

### **BACKGROUND**

#### **Update:**

After presenting this item to the City Council on 1/7, the developer was asked to return with better detail to help the council understand how the parking structure would look. With that detail, the developer was asked to ensure they were presenting the council with something that didn't just look like a typical concrete parking garage.

The developer has provided an updated rendering showing their commitment to including brick columns, textured paint on concrete surfaces, and wire mesh at openings.

If the council feels that direction to reduce the scale of the building is desirable and that the provided exhibits related to the parking structure, landscaping, and building design details

are sufficient to screen or enhance the aesthetic of the parking structure, then the agreement should be considered for approval.

Should the City Council feel that items haven't been adequately addressed or that additional discussion and direction is merited than this item may be denied or tabled.

**Original report from 1/7/25:**

The Trail initially received approval for development at the end of 2022. The project consists of property that has been conveyed to Farmington City on the north side of Spring Creek, a non-residential lot which currently has a 3-story office building under construction, and the nearly 10 acres devoted to the development of housing mainly within an apartment building.

The initial proposal for the site included an apartment building with 392 units which wrapped around a parking structure. The developer is looking to modify the apartment building to include 315 units. In order to accommodate this change, the southwest section of the building would have units removed from around the parking structure. The parking structure would also be reduced in size. The general layout of the site would remain consistent with the original plan, but such a large modification to the exhibits in the current agreement require consideration and approval by the City Council.

It is the opinion of staff that while the building no longer fully covers the parking structure, the reduced scale will be a better visual fit along Burke Lane. While the property is within the HTRZ area and requires a high intensity of residential development, the reduced unit count can be accommodated in other residential development still to come.

In addition to modifying the apartment building, the addendum contemplates flexibility in how townhomes are eventually built. The original plan indicated that townhomes would be built just west of the drive aisle around the apartment building, where the updated plan contemplates the ability to place them closer to the trail in the southwest corner of the property. These townhomes would still have to be within the previously established height limit based on proximity to the trail. Likely this area would be reviewed for a subdivision plat amendment where that part of the property could be sold to a different developer.

In consideration of the addendum, the council should note the changes to the building and amenities on site, and the layout of townhomes.

**Original unit count:**

UNIT SCHEDULE	
Name	Count
UNIT - 1BED	113
UNIT - 1BED + DEN	96
UNIT - 2BED	137
UNIT - 3BED	19
UNIT - STUDIO	27
UNIT - TOWNHOME	15

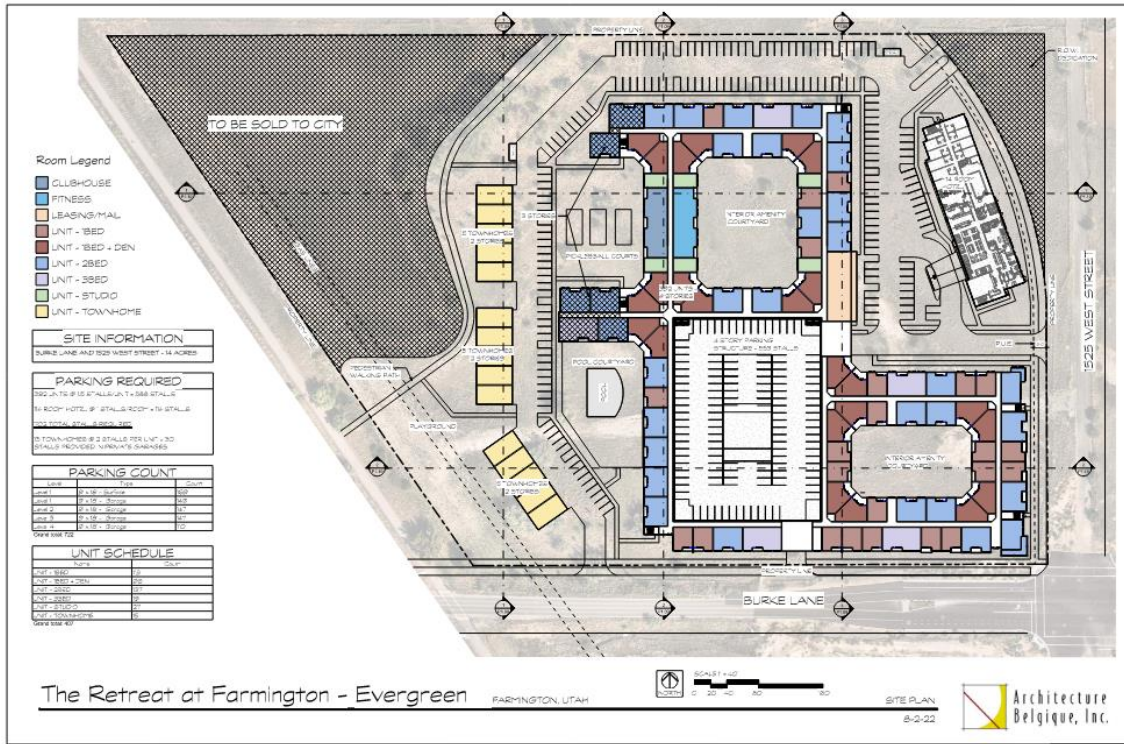
Grand total: 407

**Modified unit count:**

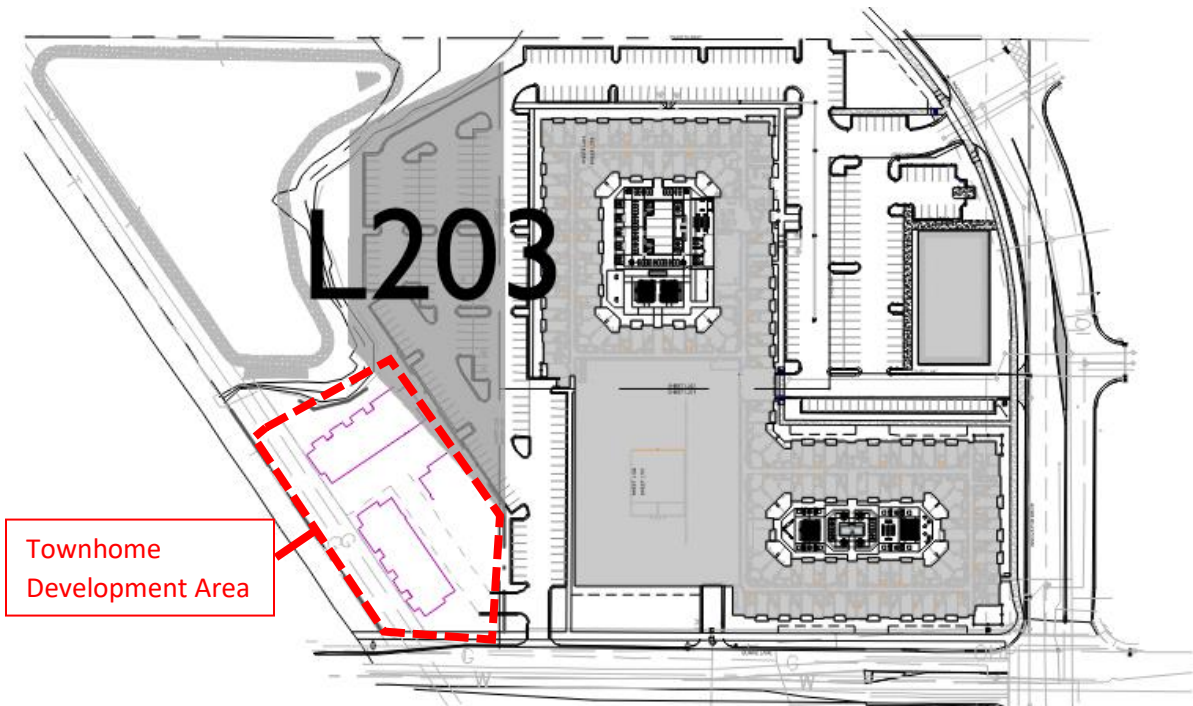
	#BEDS	#BATHS	GROSS SQFT	TYPE	TOTAL
Unit 1A	1	1	693	A	1
Unit 1B	1	1	693	B	95
Unit 1C	1	1	789	B	48
Unit 2A	2	2	1035	A	1
Unit 2B	2	2	1035	B	104
Unit 2C	2	2	1029	B	20
Unit 2D	1	2	1039	B	16
Unit 3A	3	2	1354	A	1
Unit 3B	3	2	1354	B	25
Unit 3C	3	2	1476	B	4

TOTAL: 315

### Original Site Plan:

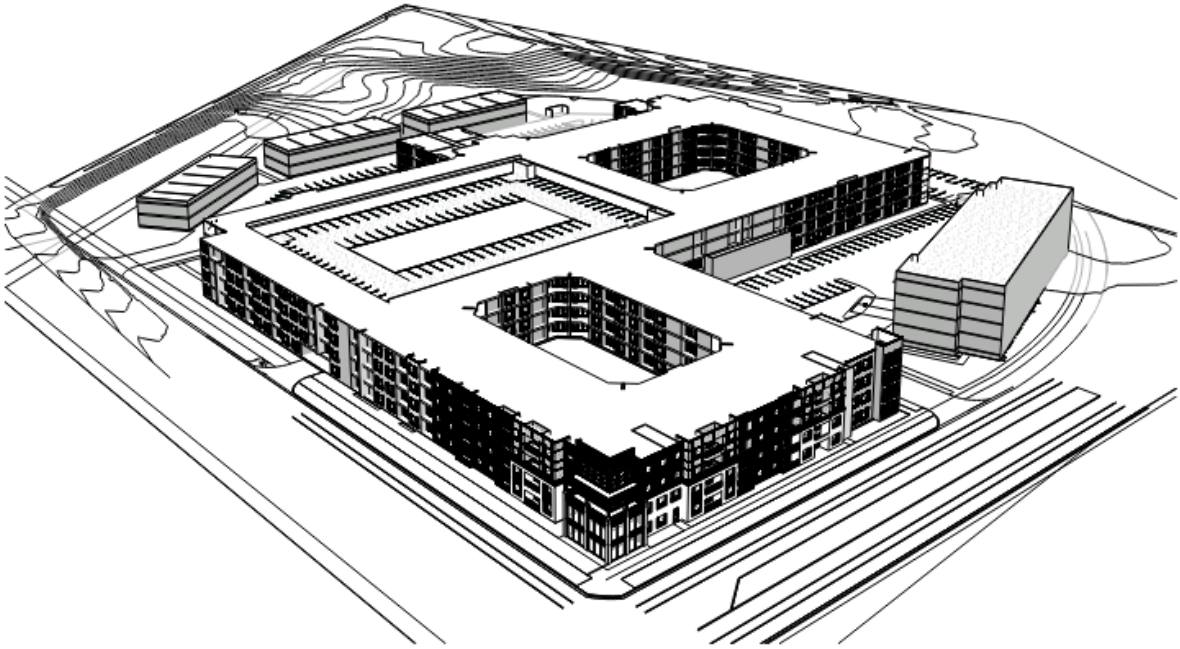


### Modified Site Plan:





Original Building 3D Model:



Modified Building 3D Model:





Original Building Rendering (same as current):



Proposed Building Elevations:



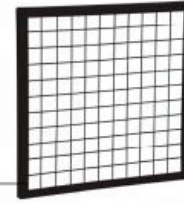
103 SOUTH ELEVATION 8/4/22



102 WEST ELEVATION 8/4/22

MATERIAL LEGEND	
	BRICK
	FIBER CEMENT LAP SIDING
	STUCCO





4x4 WIRE MESH INFILL AT OPENINGS



TEXTURED PAINT AT CONCRETE SURFACES



IVY OR VINES AT EVERY OTHER BRICK COLUMN



BRICK AT COLUMNS

# THE TRAIL

175 ANDERSON STREET, HUNTSVILLE, AL

BRUNNEN  
1/1/11



Respectfully submitted,

Lyle Gibson  
Assistant Community Development Director

Review and concur,

Brigham Mellor  
City Manager

## **Supplemental Information**

1. Addendum to a Supplemental Development Agreement for The Trail

**AMENDMENT #1 TO**  
**THE SUPPLEMENTAL DEVELOPMENT AGREEMENT**

**FOR**  
**THE TRAIL**

**THIS AMENDMENT TO THE SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR THE TRAIL** (this “Addendum”), recorded at the Davis County Recorder’s Office on December 15, 2022, is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **EVERGREEN DEVCO, INC.**, a California corporation, or nominee or assignee, hereinafter referred to as “Developer.”

**RECITALS:**

- A. Developer owns 10.21 acres of land (the “Property”), within the original boundary identified in A Supplemental Development Agreement for The Trail entered into the 6<sup>th</sup> day of December, 2022, and recorded with the Davis County Recorder’s Office on December 15, 2022 (The “Agreement”). The Amendment applies to the Property set forth in Exhibit “A” attached hereto and by this reference made a part hereof.
- B. Developer desires to modify details related to the development of the Property under the OMU zone, to be known as “THE TRAIL”.
- C. On October 4, 2022, the City approved a project master plan (the “PMP”) for the Property in accordance with Chapter 18 of the City’s zoning ordinance. The Developer desires to amend the details of the original PMP by replacing it with a new PMP included herein as Exhibit “B” and incorporated herein by reference. The purposes of this updated PMP includes, among other things, reducing the number of units in the primary apartment building and related changes to the building form.
- D. The Property is subject to the City’s Laws, including without limitation Section 11-18-140 of the City’s zoning ordinance, subject to any previously approved deviations from the city code under authorized development agreements.

E.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree to the following amendments to the Agreement:

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

2. **Updated PMP.** The PMP identified as Exhibit B in The Agreement shall be replaced as follows:
- a. Building form, elevations, overall unit count, architecture and siting as it relates to the Property shall be amended shall be consistent with the provisions of the PMP included herein as Exhibit "B". Elevations shall generally incorporate high quality materials and finishes as shown in the PMP.
  - b. Townhomes shown on the Agreement may be developed at a future date as shown in the Agreement or in a modified location within the Property so long as the addition of townhomes does not violate building height limitations, parking requirements, or other applicable regulations or standards.
  - c. Notwithstanding the omission of trail improvements in Exhibit B, this Addendum and the updated elements of Exhibit "B" do not override prior requirements for the installation of a trail on the south side of Spring Creek identified in the First Amendment to the Development Agreement for The Trail Apartments dated August 18, 2023. The trail improvements, as previously provided, must be included in the Trail's final site plan in order to receive approval from the City.
3. **Recordation.** This Amendment shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah, as an Amendment to the Agreement, which is recorded as Entry 3511274, Book 8154, Pages 425-465.
4. **No other changes.** The Parties agree that all other terms of the Agreement remain in effect and are not modified by this Amendment.

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

"CITY"  
FARMINGTON CITY

ATTEST:

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

STATE OF UTAH, COUNTY OF DAVIS, ss:

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Brett Anderson, on behalf of Farmington City Corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

“DEVELOPER”

Evergreen Devco, Inc.

\_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, on behalf of Evergreen Devco, Inc..

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_



Exhibit A

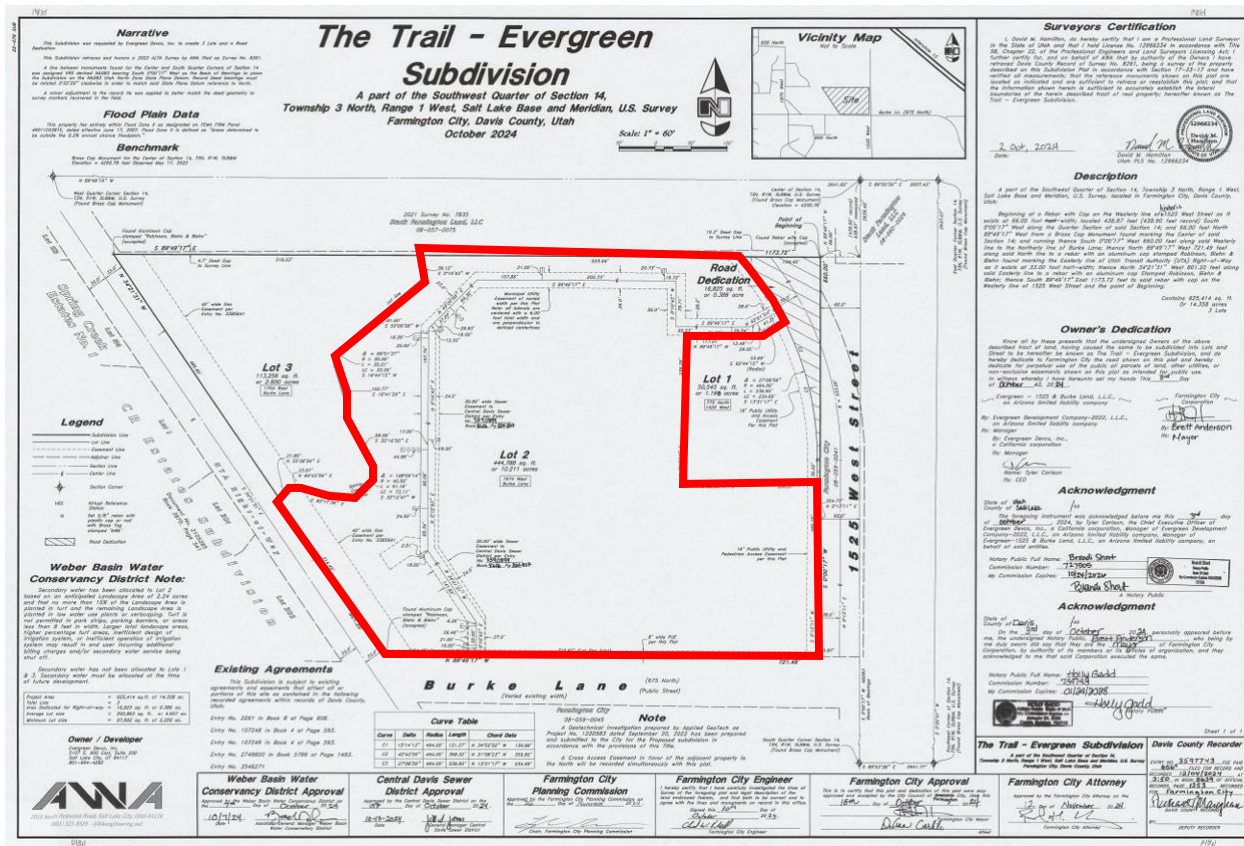
Property Address:

1674 West Burke Lane

Legal Description:

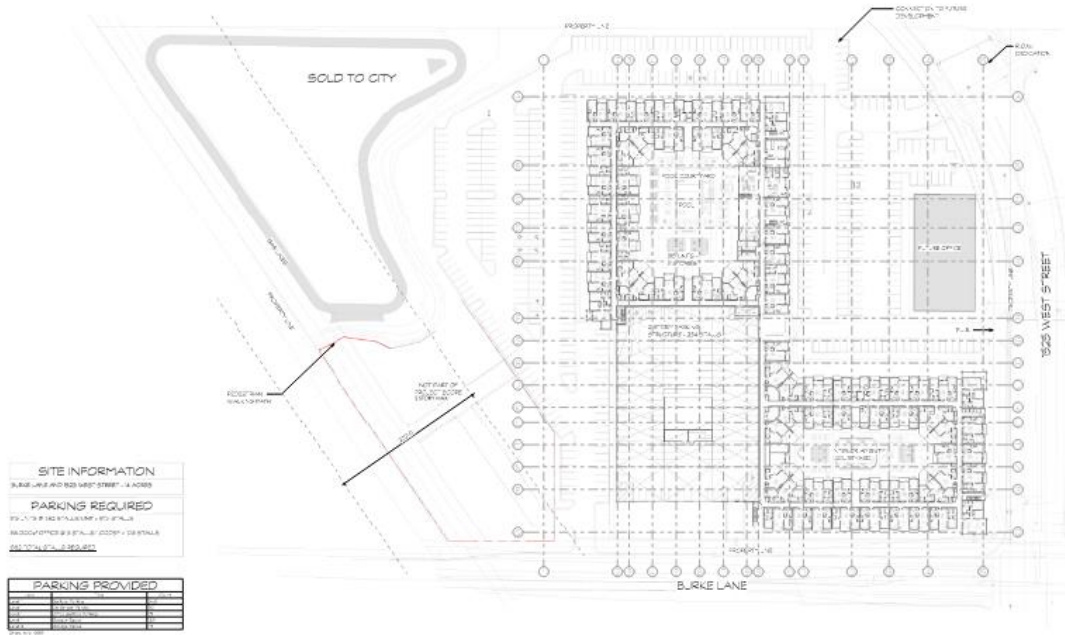
ALL OF LOT 2, TRAIL - EVERGREEN SUBDIVISION, THE. CONT. 10.21100 ACRES.

Image of Property:





# Exhibit B



**THE TRAIL**  
 1345 WEST 5 STREET



## Project Narrative

The Trail is an ultra-high end 394-unit wrap apartment community with 14 townhomes and a hotel or office building. The townhomes along the Western Rail Trail are 2-stories and the apartment height gradually increases to 4 stories along Commerce Drive (a future 5 lane road). The Trail has several large common areas with a wide variety of world class amenities including a pool and spa area, pickleball courts, fitness facility, BBQ and outdoor gathering areas. It is ideally situated along the Western Rail Trail with easy access to the to be built park. The 14.4-acre site will be subdivided into 4 parcels. Parcel 1 is 2.6 acres and is a critical area for the city to use for the water detention for the future Commerce Drive. It will be a park that will be used by trail users and nearby residents. It provides a transition buffer from the single-family homes to the higher density office to the north and east. Parcel 2 is 9.2 acres and will include the residential units. Parking will be hidden by residential units and landscaping. Parcel 3 is 2.2 acres and will most likely be a hotel or office use. Parcel 4 is 0.4 acres and will be dedicated to the city for the future construction of Commerce Avenue.

The Mixed-Use Districts Zoning Ordinance (Farmington City Zoning Regulations Chapter 18) from the Farmington City General Land Use Plan establishes development standards to provide a compatible mix of commercial and residential uses, that is consistent with the Farmington City General Plan. A mix of residential product types and floor plans is also expected. The site is well connected to the trail system, has active open space and tree lined streets. The commercial portion of the site seamlessly blends into the high-end residential units. The Trail is inline with the General Land Use Plan and the PMP Plan that was approved by City Council October 2022.

Chapter 32 of the City's Zoning Ordinance establishes the parking requirements for Farmington City. For greater than 5 units 1.6 stalls per unit and .25 guest stalls per unit is required. Most of the Trail's parking will be provided in the 4-story parking structure; the remainder will be surface parking stalls.

The utilities for the apartments and townhomes are expected to be in Burke Lane. The utilities for the hotel are expected to come from Commerce Drive.



Development | Services | Investments



# Evergreen Devco Information

Evergreen has completed more than 600 development projects in more than 200 municipalities in 17 states across the US



## GROUND UP MULTIFAMILY ACTIVITY PER YEAR



Parc Midtown, Phoenix, AZ – 2017 – 305 units

Evergreen was founded in 1974 by Bruce Pomeroy and Andrew Skipper, and currently operates offices in Phoenix, Los Angeles, Denver, and Salt Lake. We are a fully diversified real estate company with vast experience in all aspects of retail and multifamily development, asset management and leasing.

Evergreen has evolved and expanded since its founding, but the foundation built upon relationships, a disciplined approach and a commitment to excellence have remained constant.



Outlook DTC, Denver, CO – 2017 – 250 units

Development | Services | Investments



## Benefits to Farmington

1. Public open space/playground/rest area along the trail that will never be built upon.
2. A buffer between the 6-story office (90 feet tall) to the north and east and the single-family homes
3. Donate land necessary for Commerce Drive, provides a regional transportation solution
4. Water detention for Commerce Drive, provides a regional stormwater solution
5. OMU allows 6-story (90') office building with 20' setback, we propose 54' building with 200' setback
6. Creating 41 units of affordable housing

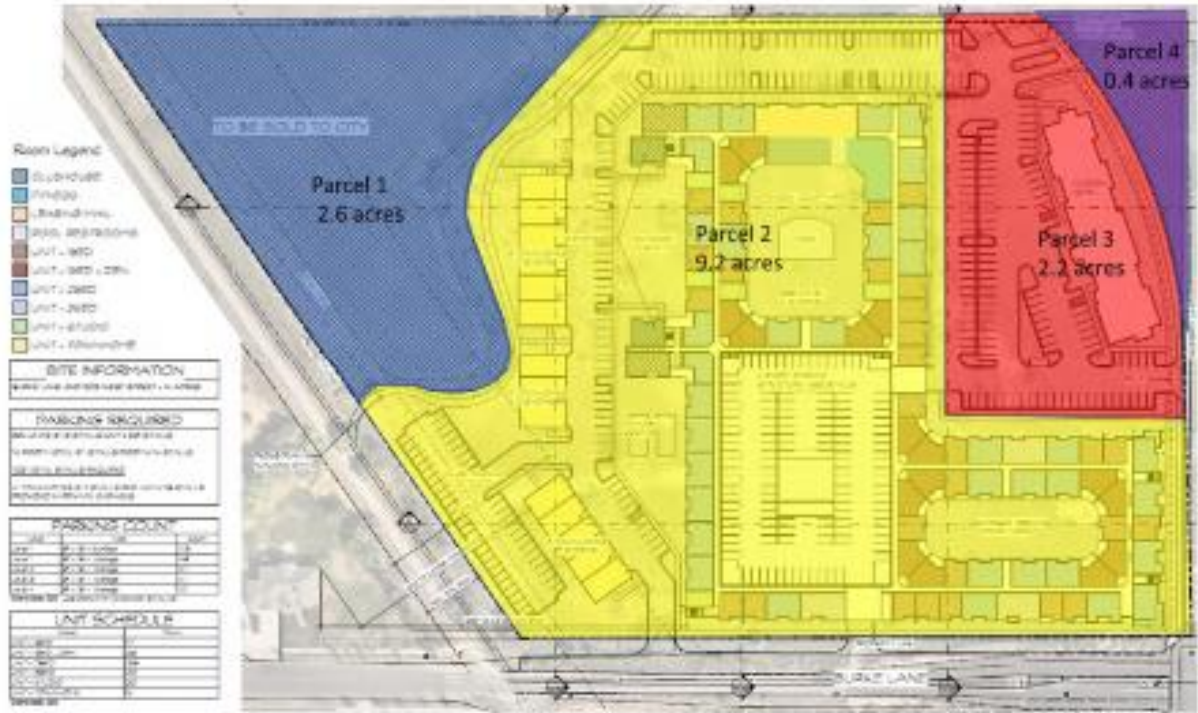


Development | Services | Investments





# Subdivision



Development | Services | Investments





THE TRAIL

STATION 12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100

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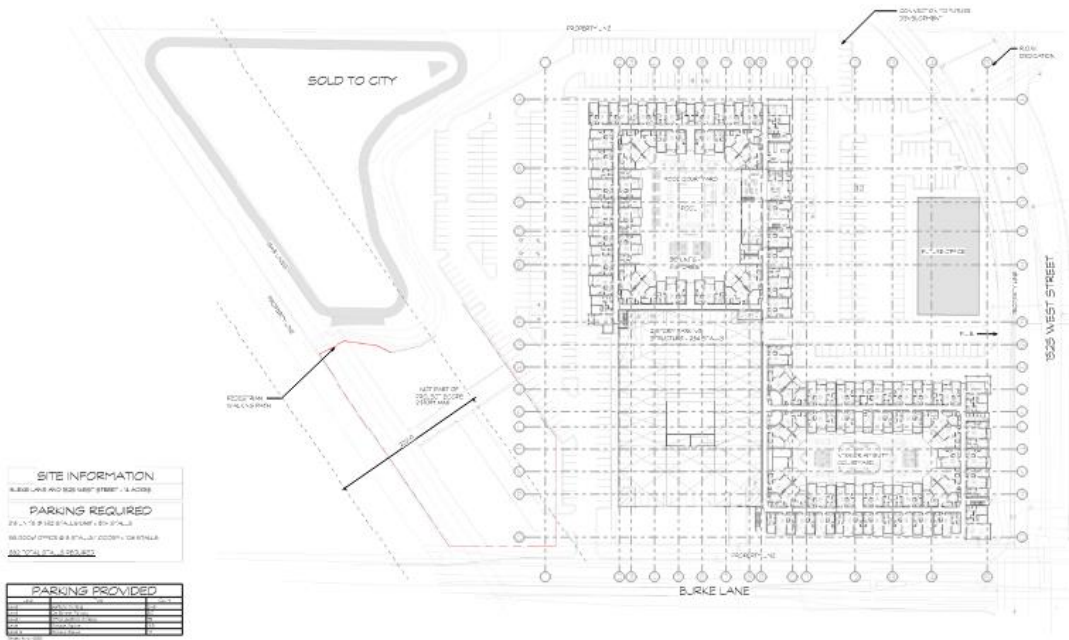


THE TRAIL

STRATEGIC CONCEPT PLAN

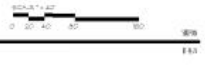
08/09  
B-1





**THE TRAIL**

STATION 12 WEST STREET









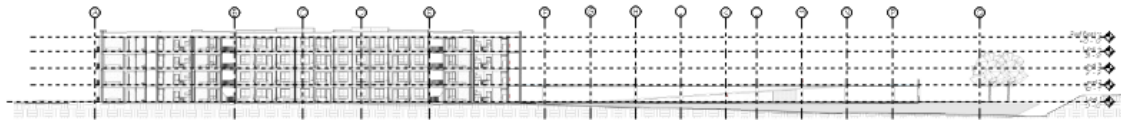
**THE TRAIL**  
 SITE PLAN



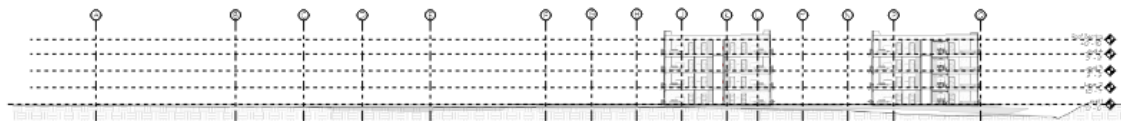
Architecture  
 Belgique, Inc.  
 1000 Avenue of the Americas  
 New York, NY 10020







Section A



Section B

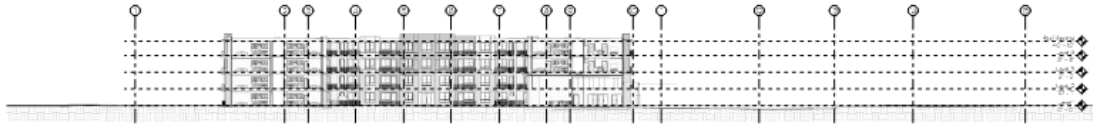
**THE TRAIL**

STADIUM CONSTRUCTION II

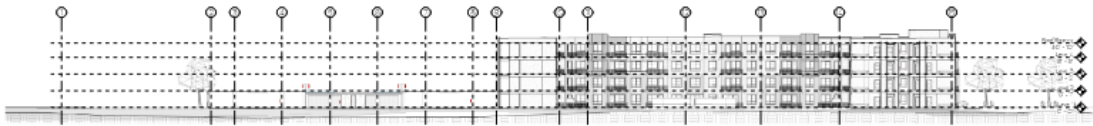
PROJETO DE ARQUITETURA E ENGENHARIA DE OBRA PARA O ESTÁDIO DE FUTEBOL DO MINEIRÃO, EM BELO HORIZONTE, MINAS GERAIS, BRASIL. OBRAS DE RECONSTRUÇÃO DO ESTÁDIO DE FUTEBOL DO MINEIRÃO, EM BELO HORIZONTE, MINAS GERAIS, BRASIL.

08/2016  
F 4.1





Section C



Section D

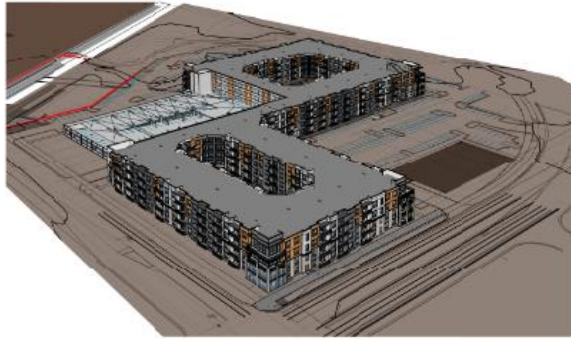
THE TRAIL

STATION CONSTRUCTION IT

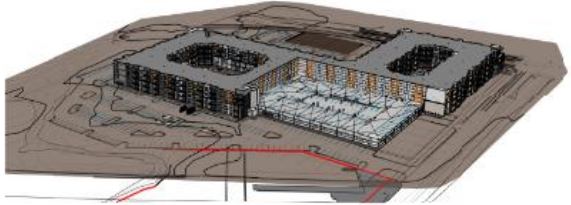
SECTION

B-1

Architecture  
Belgique, Inc.  
1000 BOULEVARD DE LA TRAIL  
1050 BRUXELLES



3D View 1



3D View 2

THE TRAIL

STANDARD CONSTRUCTION II

08/2016

P 1.1









SOUTH ELEVATION



WEST ELEVATION

MATERIAL LEGEND

BRICK	BRICK
STONE	STONE
CONCRETE	CONCRETE
GLASS	GLASS
WOOD	WOOD

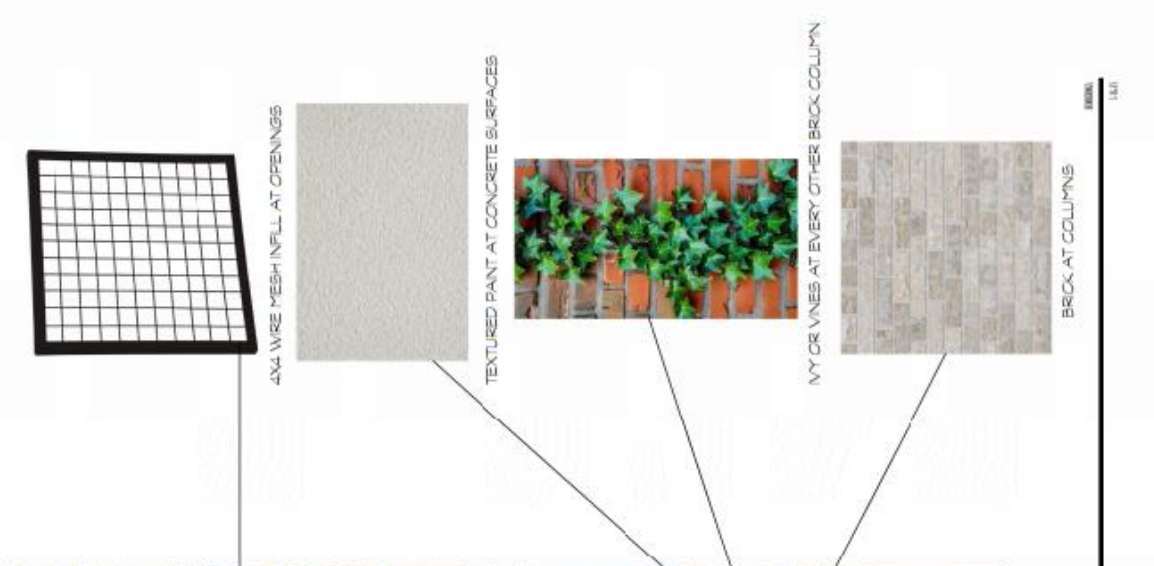
THE TRAIL

STANDARD ARCHITECTURE, INC.

Scale

1" = 1'-0"





# THE TRAIL

55 NORTH DECATUR AVENUE, SUITE 100  
DENVER, CO 80202

ARCHITECTURE BELGIQUE, INC. 1000 14TH AVENUE, SUITE 1000 DENVER, CO 80202







## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Lyle Gibson, Assistant Community Development Director  
**Date:** January 21, 2025  
**Subject:** **Home Occupation Business License Amendments**

A proposed amendment to section 6-1-026 of the Farmington Municipal Code would allow a home occupation business owner, at their option, to request that their home address remain private, so long as their business does not include customers arriving at their home.

### **RECOMMENDATION(S)**

Staff recommends that the Council adopt this change to provide flexibility for home occupation business owners who wish to retain some measure of privacy. It is being placed on the summary action agenda, as we do not consider this to be a controversial change.

If a Councilmember removes it from the agenda for discussion, then a motion in favor of the amendment is: "I move that the Council adopt this ordinance amending the requirements for home occupation business licenses."

### **BACKGROUND**

As the Council is aware, home occupation businesses provide an opportunity for business owners to conduct their affairs and start-up businesses from the comfort of their home, which may decrease their business expenses and improve quality of life for the individual.

Many home occupation businesses are not required to obtain a business license at all – unless they are considered a high-impact home occupation business. However, there are some non-high-impact businesses that apply for a license for other reasons (such as insurance or to meet requirements in other states). For a home-occupation that invites customers into their home – such as a hair salon – their home address and business address are appropriately broadcast to the public that they serve. For other business-owners who do not have customers in their home – bookkeepers, distributors, or a variety of other businesses, there is no need for their home address to be published to the public.

The Community Development Department proposes that such individuals not be required to have their home address published on their license or on the City’s public databases. Currently, section 6-1-050(E)(6) requires the City to print the address of the business on the license. This amendment will permit a home occupation business license holder to provide a valid, non-physical address (we anticipate a PO Box in most cases), which will be printed on their license.

The City will still require the business owner to provide the address of their business for regulatory purposes, but that address will now be designated as “private” under GRAMA. Requests from the public to view the business’s home address will be denied.

Respectfully submitted,



Lyle Gibson  
Assistant Community Development Director

Review and concur,



Brigham Mellor  
City Manager

**ORDINANCE NO: 2025-\_\_\_\_\_**

**AN ORDINANCE AMENDING REQUIREMENTS ASSOCIATED WITH HOME OCCUPATION BUSINESS LICENSES IN FARMINGTON CITY**

**WHEREAS**, many business owners choose to operate out of their home, rather than in other locations: and

**WHEREAS**, some home occupation business owners do not involve customer visits to their homes, and prefer that their home address not be listed on publicly available information provided by the City; and

**WHEREAS**, the City will still be provided their home address for regulatory purposes; and

**WHEREAS**, the City finds that allowing home occupation business owners that do not invite customers into their homes may be allowed some measure of privacy in their home address,

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

**Section 1: Amendment.** Section 6-1-026 of the Farmington Municipal Code is 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 \_\_\_\_\_ 2025.**

**ATTEST:**

**FARMINGTON CITY**

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

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

## 6-1-026: HOME OCCUPATION BUSINESS LICENSE:

- (A) Applicants for a license required by this chapter for a home occupation business must complete a "home occupation license application". All applications shall comply with the provisions of section 6-1-010 of this chapter, definition of "home occupation", and with the pertinent provisions of title 11, chapter 35 of this code prior to being approved.
- (B) License fees for home occupations shall be assessed in accordance with the business license fee schedule adopted by resolution of the city council.
- (C) A home occupation business license holder which will not have customers at their home may request to have a current and valid non-physical address, such as a post office box, listed on their business license, so long as the license holder also provides their home address to the business license official. Home addresses provided for home occupation businesses under this subsection shall be classified as private under Utah law.
- ~~(A)~~(D) For a home occupation business license described in subsection 6-1-026(C) of this code, the business license official may provide the non-physical address on the business license, which shall satisfy subsection 6-1-050(E)(6) of this code.



**DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES**

**January 7, 2025**

**WORK SESSION**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Alex  
Leeman,  
Councilmember Roger Child,  
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,  
Finance Director Greg Davis,  
Assistant Finance Director Levi Ball, and  
City Lobbyist Eric Isom.*

Mayor **Brett Anderson** called the work session to order at 6:05 p.m. Councilmember **Scott Isaacson** was excused.

**CLOSED SESESSION**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Alex  
Leeman,  
Councilmember Roger Child,  
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,  
Finance Director Greg Davis, and  
Assistant Finance Director Levi Ball.*

***Motion:***

At 6:06 p.m., Councilmember **Roger Child** made the motion to go into a closed meeting for the purpose of land acquisition.

Councilmember **Alex 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 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.

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**Brett Anderson**, Mayor

***Motion:***

At 6:32 p.m., Councilmember **Alex Leeman** made the motion to reconvene to an open meeting.

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

Councilmember Roger Child	X Aye	<input type="checkbox"/> Nay
Councilmember Melissa Layton	X Aye	<input type="checkbox"/> Nay
Councilmember Alex Leeman	X Aye	<input type="checkbox"/> Nay
Councilmember Amy Shumway	X Aye	<input type="checkbox"/> Nay

**DISCUSSION OF REGULAR SESSION ITEMS UPON REQUEST**

Councilmember **Melissa Layton** noted a correction on the December 17, 2024, City Council draft minutes, saying it should be Brent Romney, not Grant Romney.

Councilmember **Amy Shumway** said she doesn't like the parking garage being exposed and suggested public art on the walls. Community Development Director **Dave Petersen** suggested planting high sycamore trees like those on the back of Cinemark. Councilmember **Alex Leeman** suggested varying the façade so it doesn't look like a parking garage. City Manager **Brigham Mellor** said when motorists drive into Station Park, the first level of the Bri they see is a parking garage, but it doesn't look like one.

Assistant Community Development Director/City Planner **Lyle Gibson** passed out some elevations with landscaping that weren't provided in the original City Council packet. He said the south-facing façade facing Burke is more prominent, and the applicant would like guidance. **Leeman** said the other side faces the Denver and Rio Grande Western (D&RGW) Rail Trail, which is also important. **Gibson** said the proposal is for an office building, not a hotel as was previously suggested.

**ADJOURNMENT**

***Motion:***

Councilmember **Roger Child** made a motion to adjourn the meeting at 6:45 p.m.

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 Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

## **REGULAR SESSION**

Present:

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

*City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,  
Assistant Community Development  
Director/City Planner Lyle Gibson,  
Finance Director Greg Davis,  
Assistant Finance Director Levi Ball,  
Youth City Councilmember Brigham Barber,  
and City Lobbyist Eric Isom.*

### **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 6:57 p.m. Councilmember **Scott Isaacson** was excused. City Manager **Brigham Mellor** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Melissa Layton**.

### **PRESENTATION:**

#### **Student Spotlight: Afu Fiefia, Farmington High School**

Farmington High School Head Football Coach **Daniel Coats** nominated **Afu Fiefia** as Student of the Month. He excels academically and consistently demonstrates outstanding leadership and kindness. “He has a remarkable ability to bring out the best in everyone, making sure all voices are heard and valued,” **Coats** said. “**Afu** is a compassionate and empathetic individual who goes out of his way to help others. He is always the first to offer assistance to a classmate struggling, and he has the unique ability to make others feel seen, heard, and cared for.” **Fiefia**, 18, is also struggling with a recent return of Ewing Sarcoma cancer. Coach **Eric Johnsen** was also in attendance.

Councilmember **Amy Shumway** said it has been a pleasure to watch him play football this season, as the whole team rallied for him. She said the community is pushing for his improved health and wishes him the best.

#### **Recognition of John David Mortensen for time served on the Planning Commission**

**Mayor Anderson** presented a plaque recognizing Commissioner **John David Mortensen** for his four years serving on the Planning Commission.

**Mortensen** said he didn’t know what he was getting into when former Mayor **Jim Talbot** asked him to serve on the Planning Commission. He got to know the City and how it operates while serving, which was enjoyable for him.

#### **Presentation of a public art installation at the new park**

**Mellor** presented this agenda item. Plans for the new park have been underway for 2.5 years. This park is a replacement for the one at Glovers and 1100 West that is now West Davis Corridor (WDC). The State took this park out of Farmington’s park portfolio, and its replacement was funded through various sources. This will be the backyard for everyone living north of

Farmington Station. There is a desire to have unique elements in this passive park, which is getting Farmington into the public art business. This will be the biggest art installation in the City.

Local artist **Dan Toone** is taking charge of the tree sculpture. The tree is the symbol of Farmington, and it needs to be built to withstand a lot of wind. It will be made out of stainless steel, as that doesn't rust, bust, or collect dust. It is maintenance free.

**Brent Potter**, representing blu Line Designs, said the inspiration comes from both the Farmington and North Station logos. This is the result of multiple meetings with Farmington Parks and Recreation, drawings, and 3D models. It can withstand wind, and the stainless steel is a timeless material. The lit cubes of various sizes on the tree can be programmed differently and independently, and can be set to music. The tree monument is a little under 35 feet tall and 25 feet in diameter. The branches start at 10 feet in the air. The bottom of the first cube is 12 feet from the ground. The plaza is large enough for a large group of people to assemble there.

### **Utah Transit Authority's (UTA's) Five-Year Service Plan and the Davis-Salt Lake City Connector**

UTA Trustee **Beth Holbrook** presented the five-year service plan (April 2025-2029), showing the scope of what UTA intends to do to enhance their services. One of the bigger changes is Route 470, linking the Layton Hills Mall, Davis Technical College, midtown trolley, and Lagoon. The Bus Rapid Transit (BRT) is an express route with service every 15 minutes. It would originate in Farmington and end at the University of Utah's Research Park. This is one of the most popular lines today. It would have very defined bus stops along the entire route including in North Salt Lake, Bountiful, and Centerville. Farmington Station is a multiple-hub area with the Western Sports Park, Farmington Station, and North Farmington Station creating demand that may result in increased frequency.

**Holbrook** said a new piece is Route 455 that goes along 2<sup>nd</sup> West in Farmington to Highway 89, then to 400 West in Bountiful. This is a replacement of the far-east route that connected to Woods Cross. There is increasing development in areas to the west, and pockets of redevelopment. Route 609 is 30-minute service connecting to the Dee Events Center, which is where free parking is offered. The OGX goes from Ogden Station to Weber State University. Route 455 will be discontinued and morph into the 600.

**Holbrook** said a lot of communications will accompany these changes, and her team will work with all impacted cities. A bulk of the changes won't happen until the Davis-Salt Lake City Community Connector is in place, which is based on federal funding. They have \$22 million from the Transit Transportation Development Fund and are seeking local matches. They are trying to accelerate the environmental studies that are currently being conducted. This would include all electric buses and charging stations, as UTA has a good partnership with Rocky Mountain Power.

They are working on projects for the 2034 Olympics (ski resorts), as well as trying to expand based on existing growth. Farmington is a connector piece between Frontrunner and Snowbasin. Frontrunner being double-tracked by 2030 is part of the strategic plan, which will allow 15-minute intervals at peak times, and 30-minute intervals otherwise. Sunday service is part of the plan as well. Currently, all Frontrunner maintenance is done on Sundays.

## **PUBLIC HEARING:**

### **Zone Change, Schematic Subdivision Plan and Development Agreement (DA) Farmstead Subdivision at approximately 675 South 1525 North**

Assistant Community Development Director/City Planner **Lyle Gibson** presented this agenda item. This 15.5 acres used to belong to the Utah Department of Transportation (UDOT) and was eventually put out to surplus. The property has Agriculture (A) and Agricultural Very Low Density (AA) zoning on it while the General Plan calls for Agricultural Estates (AE) to match the rest of West Farmington. The AE zone used to allow for two units per acre, but that was rolled back decades ago. To get back to the two units per acre, the developer would have to give open space, trails, or parks. When this project was initially proposed, they wanted 30 total lots. To get to that number, they thought of developing it as a Planned Unit Development (PUD) with bonus density for options such as open space like a pocket park, affordable housing, or a trail head. Staff indicated that they did not prefer open space, as it may require a Homeowner's Association (HOA) and could revert back to City maintenance and property. The City is no longer interested in taking over parks in the future. After this feedback, the developer switched plans to the possibility of getting bonus density using a Transfer of Development Rights (TDR) instead of trying to figure out open space or moderate-income housing. The TDR gives developers the opportunity to purchase lots that could have been built in other parts of the City, but were used for open space instead.

The question for the Council is if the proposed money amount purchasing those TDRs is enough of a benefit to the community that it be approved. Past public comment has noted storm water drainage problems in the area. In response, there have been some initial solutions proposed on the east end of the project. Staff checked with UDOT about a separate entrance, but it was discouraged because of both slope and the proximity to the future 1525 interchange.

Applicant **Chase Freebairn** (3451 N. Redtail Way, Layton, Utah), representing CW West, said he had been to three Planning Commission meetings, two of which were public hearings. At 1,200 and 1,300 square foot lots, these are not small lots. This was previously UDOT property that as used for the expansion of the WDC. After looking into affordable housing components with deed restrictions, the developer decided not to go in that direction. The feedback they got was that there was not an appetite for affordable housing or pocket parks in this area. In the end, they favored the TDR route. They propose purchasing additional density lots for a total of \$330,000, which would go to the Parks Department to add amenities in other areas of the City. The future price point for these homes is not known yet, and won't be until costs are realized. He would roughly guess between \$1 million and \$1.2 million. The floor plans are 70 feet wide, which is the same as those in Flatrock. He would like this development to be consistent with the neighborhood to the north, so he is not proposing townhomes or apartments.

**Mayor Anderson** opened the Public Hearing at 7:51 p.m.

Flatrock HOA President **Jeff Rosenbaugh** (1696 W. Flatrock Drive, Farmington, Utah) said the neighbors are not opposed to thoughtful development and density increases, but most are in favor of half-acre lots or larger, so that it blends more effectively with The Ranches to the north. They strongly opposed 20% increased density using a TDR purchase, which would result in 0.27 acre lots on average. That is closer to a quarter acre than a half acre, with the access running through their streets. The ingress and egress will flow through existing neighborhoods. It will feel like an

extension of their own subdivision and will affect their home values. They chose to live in a lower-density area, and made long-term investments in larger lots. Because there are no plans to improve 1525 West and Glover's Lane for carrying capacity, safety is a concern for those narrow roads. This same developer has done higher-density development in other areas of the City. While he understands the TDR is an important development tool, he asked the Council to prioritize the impacts to the community.

**Greg Daly** (1951 W. Buffalo Circle, Farmington, Utah) has lived in The Ranches to the north for the past 13 years. What makes The Ranches great is the feel. If this density is passed, it will change the feel of the entire area. The feel was changed by the highway, which was a huge negative impact. This will be another example of how the West Farmington area will not be benefitted, but will have to bear the burden for others. He said 0.27-acre lots are not the same as 0.67-acre lots. There is even a 1-acre lot near him. Nothing out there is even close to 0.27 acres. While the community is willing to compromise, they also want some concessions as well. A trail head on the west end of the development would be nice. This matters to West Farmington. He noted that the timing of the second public hearing was bad for his neighborhood, or more residents would have shown up to it.

**Diane Leroy** (1823 W. Buffalo Circle, Farmington, Utah) said she wanted to retire to a nice, quiet community where she could have horses. The quality of life she spent so long to have includes a place to look at the mountains. She loves her Flatrock neighbors, but the more that tiny lots are squeezed into there, the more is taken from something that took her 35 years to get. It is hard to get to the main freeway with the Western Sports Park and development behind Cabela's, especially around 5 p.m. It takes five to six light cycles to get through there.

**Mitch Dorius** (1833 W. Buffalo Circle, Farmington, Utah) used to live on a third of an acre with his backyard on 950. However, he and his family wanted to live on a farm in a neighborhood, so now they live on 1.5 acres with animals. There is something special about animals, space, and farm fields. He wants this look and feel maintained.

**Kyle Wilson** (1822 W. Flatrock Drive, Farmington, Utah) said he has four small children, and traffic through Flatrock Drive is a concern. It will be more dangerous if the proposed development comes in. He said his ask is reasonable: just keep it the same. He is confused by the developer originally asking for 24 lots, and now asking for 30 lots instead. He said 24 lots would match the existing neighborhood better.

**Christine Mikkleson** (17 N. Buffalo Road, Farmington, Utah) said the "Farmstead" name of this development is a misnomer that will affect the quality of life, lifestyle, and home values for the existing residents there. She wants the proposed lots to be bigger.

**Mayor Anderson** closed the Public Hearing at 8:11 p.m. He said there is some truth to the fact that TDRs are like selling density for money. He remembers having the same concern when development was happening west of him, and he wanted to make it feel contiguous.

Councilmember **Alex Leeman** said this is not an area to add a pocket park.

**Shumway** asked about the sidewalks and widening of Glovers Lane in that area. **Gibson** said Glovers is unincorporated in that section, and Farmington doesn't have any plans there. Typically the developer handles future curb and gutter. **Leeman** said there is a giant gap where



no land is developed and therefore there are no sidewalks. When things eventually infill and develop, the developer will be asked about that infrastructure then.

**Mellor** mentioned that County grants were used for Main Street, 950, and Innovator. Farmington would like to use political capital to expand that possibly to 1525 and Glovers. Glovers can't be expanded to the south because the land is protected. **Mayor Anderson** said for right now, the City is pushing for Main Street. The focus can eventually be shifted to Glovers in phases, but they can't get approval for both at the same time.

Councilmember **Roger Child** said there are two issues on the table tonight: the rezone and TDR quantity. The Council decides on the TDR. He has no problem with half-acre lots. However, it blows his mind that any half-acre lot next to a freeway would sell for \$1 million. Frontage is everything when it comes to cost. He is concerned that these lots are smaller than the two subdivisions to the north, and definitely anything to the south. He worries also about drainage issues along the freeway, which is a natural barrier. In years with heavy groundwater, they could get some significant water back-up along the freeway. He feels for the residents who originally bought large lots in Buffalo Ranch with eternal views to Antelope Island, and now a freeway cuts through. It is logical to have smaller lots near the freeway.

When **Mayor Anderson** asked who in the audience is in support of the subdivision as proposed, not one person raised a hand. He noted that children in this area attend Eagle Bay Elementary.

**Leeman** noted that the Council did not have the power to approve 24 lots today. With what the applicant had proposed, the Council's only options are to approve, deny, or table it as proposed. **Mayor Anderson** said if it is tabled tonight, the developer can change the application without having to go through the whole process again.

City Attorney **Paul Roberts** said developers will often adjust proposals if they feel it will advance their project. It can be tabled if the Council wants to see if the developer would adjust their application. Another public hearing would not be needed.

**Shumway** said the lot frontage matching existing subdivisions is more important than what size of lot is behind the house. The developer would like to match the size of the homes, and have it flow as one neighborhood. She said the Council was excited that they were not proposing townhomes, and instead opted for single-family homes. She proposes taking two to three lots off the proposed 30, increase the lot sizes to a third of an acre, and make frontages a bit bigger. She thinks taking out six lots would be too much, and would not leave a benefit to the developer.

**Leeman** said the frontages are already the same as nearby Flatrock, and the backyards would not be as deep. He is concerned about the impracticality for the developer, as development costs don't change. He worries about creating a non-economically viable neighborhood, as the location is not as ideal as other places. At the same time, it is not the City's problem, as people knew what they were buying when they bought it up against the freeway. He feels that only 24 lots wouldn't work for the developer. As for those who have expressed concern about water, he pointed out that smaller lots consume less water, as 80% of water is typically spent on landscaping.

**Mellor** said the TDR has a "sending area," which is the regional park right now. There is also a parks budget beyond that. There is a park planned for under the power lines in The Ranches area specifically; it may include pump tracks or a pickleball court that the City would own and



maintain. The Council and Planning Commission can come back and reallocate the “sending area;” the last time they did so was in 2014.

**Shumway** reminded the Council about the survey Community Development Director **Dave Petersen** did in the past showing that large lots are usually not entirely well maintained, as only a third or half of the lot was cut and manicured. The rest was left in weeds. **Child** and **Layton** agreed.

**Shumway** said she wants to make sure the sound wall gets included in the DA. After 30 years of living by the Oakridge Country Club, her neighbors are finally getting a sound wall along I-15. Before, nobody could hold a conversation in their backyards, and it was miserable to go outside or open windows. This area could be the same, judging on its proximity to WDC.

**Mellor** said the density is what makes this development financially feasible.

**Layton** said it has not hurt her home value to have smaller lots near her. The proposed homes are large. That being said, the Council is sympathetic to all these residents who have been through lately considering UDOT and the new freeway. She has read all the emails, and she is concerned about this. She wants to get this right. The sound wall is concerning to her. It feels like the City should give more density to help pay for the sound wall.

**Leeman** said the sound wall should be a condition of approval no matter what density goes in.

**Child** said there are two issues: rezone and density. He is O.K. with the rezone, and that seems settled. What is not clear is how many lots and how many TDRs are in play. He recommends that this is tabled until there can be an agreement on that. There is a push economically to meet demand for lack of housing, and the State is encouraging Accessory Dwelling Units (ADUs).

**Freebairn** said they have every intention of building the sound wall along the entire southern border (1525 to the western edge), completely at their own cost. UDOT is not helping pay for it.

**Mayor Anderson** said he finds himself leaning to less density in order to make it match. **Mellor** said if East Farmington is a predictor for West Farmington, half-acre lots are now being subdivided in order to put more homes in. That is what is happening now. He said the developer previously proposed 24 lots with an HOA and Covenants, Conditions, and Restrictions (CC&Rs). Any State law trumps CC&Rs.

**Gibson** said the 24 lot-proposal used the PUD route to get 0.5-acre lots. If an ADU were a minimum of 1,200 square feet, any of those lots could have an ADU. A Detached Accessory Dwelling Unit (DADU) is easier on a wide lot than on a deep lot. A deep lot may lack room on the side for utilities and a driveway.

**Leeman** said he is not a fan of tiny homes, so this is a double-edged sword. There are pros and cons. The owner of a large lot could put a cottage next door in order to afford the mortgage. There is always a trade-off. The trade off to less density is large lots with landscaping that won't be as nice, or secondary dwellings. Be careful what you ask for. He doesn't feel 24 is the right number, but 27 to 30 is a good balance. **Shumway** and **Layton** both like 28.

***Motion:***

**Child** moved that the City Council table this proposal with the recommendation that there be a concession of three to six lots. He then withdrew his motion.

**Motion:**

**Leeman** moved that the City Council table the consideration of this particular application with a recommendation to the developer that they return with an option that includes 28 or fewer lots, and specifically specifies that the sound wall will be built the whole southern length of the development.

**Shumway** 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 Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

The City Council took a 13-minute break at 9:25 p.m.

**BUSINESS:**

**Amendment to the agreement between Park Lane Commons, LLC and Farmington City**

**Mellor** presented this agenda item. A road is planned between Cabela’s and the Evans Property (behind Cabela’s). One portion of the road is the responsibility of one property owner, and another portion is the neighboring property’s responsibility. It has been seven years, and Park Lane Commons would like to exchange \$125,000 for the road’s indefinite obligation. As **Rich Haws** is pursuing selling these properties held by the LLC, it would simplify his efforts to exchange cash for the road’s liability. It is currently holding up deals on commercial properties east of the Legacy House, and **Haws** would like to be released from that obligation.

Staff worked with Park Lane Commons to establish the value. **Mellor** and Assistant City Manager/City Engineer **Chad Boshell** feel this is the best time to do this. While there currently is no plan to build the road yet, there could be if the Evans family gets a deal for a future office building. **Mayor Anderson** said the City will take cash in exchange for releasing them from the obligation.

**Motion:**

**Layton** moved that the City Council approve the amendment (attached to Staff Report) to the Park Lane Commons LLC agreement, subject to the accurate legal description being completed by the surveyor.

**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 Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

**Quote from Big T for park equipment and install**

**Mellor** presented this agenda item, which is for playground equipment that will be installed at the new park in 2025. Big T is a supplier of products available through a state contract that allows cities to purchase products without going through an RFP process. This product and installation is now coming in \$200,000 less than anticipated in the Fiscal Year 2025 budget.

This will be the second largest playground in Farmington’s park system measuring over 7,000 square feet. The regional park playground measures 9,500 square feet. This park playground has twin slides that will be the tallest municipal playground slides in Utah north of Salt Lake County. Staff visited one that is the same size in Lehi, and the public there really likes it. Combined with the adjacent splash pad and ninja warrior course, Big T Rec and blu Line Designs have put together a unique children’s play space.

The original design had this made completely of wood, which has a shorter lifespan. This one is powder-coated steel that lasts longer with less maintenance. This will be Farmington’s third park that has rubber cement poured in place. A lot of the other parks have bark, and the rubber cement is better than bark. The City plans to use the rubber cement in every park they retrofit in the future. He knows of some that used rubber cement in a Syracuse park 12 years ago. It may get holes in it, but it doesn’t blow away and can be replaced, especially if the seams are placed strategically.

Plans for a \$120,000 shade structure have been placed on hold for now. Staff is testing out a sample product, and are especially interested in how the strong Farmington winds will affect it.

***Motion:***

**Shumway** moved that the City Council approve the quote attached to the Staff Report for installation and equipment for the new park.

**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 Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

**Addendum to the Development Agreement for The Trail**

**Gibson** presented this agenda item. The Trail first received approval for development at the end of 2022 with a 392-unit apartment building wrapped around a parking structure in the Housing and Transit Reinvestment Zone (HTRZ) area. The project consists of property that has been conveyed to Farming City on the north side of Spring Creek as well as a non-residential lot that currently has a three-story office building under construction.

Since its approval two years ago, and as they get closer to building something there, costs and lease rates have changed. The developer now wants to modify the apartment building to include 315 units. To accommodate this change, the southwest section of the building would have units removed from around the parking structure, which would be reduced in size from three stories to two. The west and south side of the parking structure would be visible from the street. The

general layout of the site would remain consistent with the original plan. Staff believes that even though the building no longer fully covers the parking structure, the reduced scale will be a better visual fit along Burke Lane.

In addition to modifying the apartment building, the addendum contemplates flexibility in how townhomes are eventually built. The original plan indicated that townhomes would be built just west of the drive aisle around the apartment building, where the updated plan contemplates the ability to place them closer to the trail in the southwest corner of the property. These townhomes would still have to be within the previously established height limit based on proximity to the trail. It is likely this area would be reviewed for a subdivision plat amendment where that part of the property could be sold to a different developer.

Staff reminded the Council that Farmington needs impact fees to pay for the infrastructure going in, and the properties to the northeast are part of the HTRZ. Therefore, a reduction here means that the number of residential units will have to be made up somewhere else. **Gibson** said it was a large-scale building to begin with, so this smaller proposal would breathe easier and transition to residential better. All the developments around this would benefit from the detention basin.

Applicant **Jeremy Carver** (12747 Whisper Grove Circle, Draper, Utah) said construction on the medical office has begun. Initially, the townhomes were going to be for rent, but now they will be for sale per the Planning Commission's request. As one of 10 developers in Murray to start construction in 2024, their 274-unit project there is now ahead of schedule. Their plans in Farmington changed because of interest rate increases. Loans for 410 units have become challenging to get. When trying to lease in projects with more than 400 units, you are leasing against yourself, which drags lease-up out. Now 300 is the sweet spot, and it isn't economically feasible to do 410 units. The decrease will reduce traffic in the area. Trees will help provide a nice buffer and green space along Burke Lane. It will transition from four stories down to two-story townhomes. There will be a raised sidewalk that is visible for drivers, which will enhance pedestrian safety.

Architect **Alex Stoddard** (223 E. Flicker Drive, Sandy, Utah) said the parking structure would not be just complete concrete. There would be some brick columns and metal mesh to maintain variation and security.

**Shumway** said she is disappointed that the wrapped project will not be realized. Now it will be half-wrapped. However, she understands the situation the developer is in and the need for the change. She would like them to make the parking garage not look like a parking garage. She would like to see public art and more landscaping. It needs to be taken up a step higher because the precedence was that it would be wrapped. This needs to set an example. She said the landscaping plan is sufficient, but it is the structure and the architecture of concrete building that is in question. She pointed out that an email from Councilmember **Scott Isaacson** expressed the same sentiments.

**Carver** said it is mostly wrapped. It will look the same from Innovator Avenue. The structured parking will concentrate the parking.

**Layton** recalled a parking lot near the Delta Center in Salt Lake City that has planter boxes on the bottom along the concrete slab, which added variation. **Leeman** said the Hale Center Theater parking does not look like just a concrete square. **Child** said he gets nervous when the Council

dictates specific architecture, as it oversteps the bounds. He has confidence in the professional Staff to review and screen this as much as possible.

***Motion:***

**Shumway** moved that the City Council table the proposed addendum and allow the developer to come back with renderings and a better plan for the parking structure.

**Layton** seconded the motion, which passed with a 3-1 vote.

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

**SIRQ Construction Manager/General Contractor (CM/GC) Guaranteed Maximum Price Amendment for Park**

**Mellor** presented this agenda item. Per the terms of the CM/GC agreement with SIRQ Construction approved in the October 15, 2025, Farmington City Council meeting, the City and the contractor were expected to come back with a “guaranteed maximum price” (GMP) before starting construction. When utilizing a CM/GC construction method, the City, contractor (SIRQ), and design consultants (blu Line Designs) sift through bids from subcontractors bidding on the project. The intent is to maintain the project’s integrity while reducing the cost.

Since changing from a hard bid approach to the CM/CG approach in October, Staff has been delighted with the results. Staff presented the \$12,902,012 GMP to the Council. The total construction costs of \$15.7 million include owner-installed products like the Big T park equipment approved earlier in the meeting. This is a 20% reduction from the \$20 million estimated in the hard-bid approach used earlier in the summer. SIRQ has been able to leverage their relationships with several subcontractors to secure reduced prices.

***Motion:***

**Child** moved that the City Council approve the Guaranteed Maximum Price for the new park as part of the Construction Manager/General Contractor (CM/GC) agreement with SIRQ Construction approved on October 15, 2025.

**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 Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

**Bryan Seeley**, representing SIRQ Construction, said he expects to move dirt within the week or sooner. After the decrease in the original bidding, he has seen high interest in this project. After leveraging their relationship with their subcontractors, they experienced significant interest, which results in lower pricing. He is seeing pricing plateaus. He credits Farmington Staff and

value engineering. Some subcontractors have come up with some good ideas on how to reduce costs or substitute materials. He hopes to complete the park this fall so it can be used this year.

**Transfer of Development Rights (TDR) Agreement with CW for the Farmstead Subdivision**

**Gibson** presented this agenda item, which is related to the Farmstead zone change, schematic subdivision plan, and DA public hearing held earlier in the meeting. This property is at 675 S. 1525 North.

***Motion:***

**Layton** moved that the City Council table the agreement with Cole West allowing the transfer of up to 17 TDR lots to the Farmstead Subdivision.

**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 Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

**Zone Text Amendment for Parking Structure Standards**

**Gibson** presented this agenda item. Currently Farmington has very little structured parking. In consultation with peer cities (such as Lehi) that have considerable experience with more intense development, Planning Staff has been advised to have regulations in place that more specifically address how parking structures should be designed and built in preparation for anticipated development. The proposed ordinance includes elements which ensure a high-functioning parking structure with improved aesthetics. While Staff expects to see some amendments along the way, they have to start somewhere because the City expects to see more future parking structures. During the public hearing held previously with the Planning Commission, there was little public interest.

**Leeman** praised Staff for being proactive on this. **Roberts** said State laws don't require any legislative public hearings, and the Council can hold them if they anticipate a lot of public interest.

***Motion:***

**Child** moved that the City Council approve the zone text amendment to Chapter 11-32 establishing design standards for parking structures.

**Findings 1-2:**

1. Finding 1: Parking structure standards will ensure that structures are built to function adequately for users, preventing parking shortages which may negatively impact projects' long-term viability and neighboring uses.
2. Finding 2: Reasonable design standards will foster the vision of the community and aid in the creating of sites which are adaptable, inviting to users, and visually enhance the community.

**Shumway** 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 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: Resolution appointing **Elise Allred** and **Leslie Humphries** to the Historic Preservation Commission (HPC). They will each fill vacancies on the HPC for a term of four years.
- Item 2: Resolution appointing **Spencer Klein** to serve as a Planning Commissioner to serve until Dec. 31, 2028, replacing **John David Mortensen**.
- Item 3: Resolution appointing **Scott Behunin** to serve as an Alternate Member of the Planning Commission and reappointing **Brian Shepard** as an Alternate for an additional year, until Dec. 31, 2025. The Mayor appoints alternate members with the consent of the City Council.
- Item 4: Resolution appointing Councilmembers to various Committees and Boards.
  - Personnel/Problems Resolution Committee: Mayor Anderson, Alex Leeman, Amy Shumway
  - Special Events Liaisons: Mayor Anderson, Alex Leeman
  - Development Review Committee (DRC)/Economic Development: Mayor Anderson, Melissa Layton, Roger Child
  - Historic Preservation Liaison: Melissa Layton
  - Youth City Council Liaisons: Scott Isaacson, Amy Shumway
  - Parks, Recreation, Arts and Trails Liaisons: Scott Isaacson, Melissa Layton
  - Fundraising Committee Liaison: Scott Isaacson
  - Community Council Liaison: Mayor Anderson, Scott Isaacson
  - Davis Chamber of Commerce representative: Roger Child
  - Utah League of Cities and Towns: Mayor Anderson, Amy Shumway, and David Petersen
  - Davis County Mosquito Abatement Board: Scott Isaacson
  - Wasatch Integrated Waste Board: Mayor Anderson
  - Mayor Pro Tempore: Alex Leeman
- Item 5: Approval of Minutes for December 17, 2024, including Layton’s corrections referred to in the work session.

***Motion:***

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

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



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

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

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Mellor** said Staff is planning to evaluate a short-term rental ordinance. Currently Farmington doesn't allow short-term rentals, but that is now not sufficient. He asked for two Councilmembers to help in this effort.

**Mayor Anderson and City Council Reports**

**Mellor** said he would follow up on street lights on 900 West behind Smith's.

**Shumway** asked when the Shepard Lane bridge would be closing and for how long. **Mellor** said he doesn't know, but would check with **Boshell**.

**Shumway** mentioned an email about extending the Oakridge Preserve Trail behind Farmington Crossing, looping to 1100 West, and continuing by the sound wall to finish off the trail. She thinks Davis County would be completely on board with this. They are waiting to see the sound wall finished and if a maintenance road will be put in.

**Mellor** said the new assignments accepted in the Summary Action List include a change for **Isaacson** to be with the Youth City Council, and **Layton** to be on the DRC.

**ADJOURNMENT**

***Motion:***

**Child** made a motion to adjourn the meeting at 10:28 p.m.

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

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

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

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**DeAnn Carlile, Recorder**