

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, February 18th, 2025** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION - 6:00 p.m.

- CW Heritage Project Discussion
- Discussion of regular session items upon request

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

- Invocation - Roger Child, Councilmember
- Pledge of Allegiance - Amy Shumway, Councilmember

PRESENTATIONS:

- Ava Henderson performs a musical number from Annie

PUBLIC HEARING:

- Recommendation for a Zone Text Amendment to Chapter 11-39 regarding Penalty Provisions for Deterioration by Neglect [Page 3](#)
- Adoption of FY25 Budget Amendment #1 - Municipal Budget [Page 11](#)

SUMMARY ACTION: [Page 22](#)

1. Monthly Financial Report [Page 23](#)
2. Resolution - Main Street (Park Lane - Shepard Lane) Davis County Interlocal Agreement
3. Resolution appointing Scott Behunin as a member of the Planning Commission [Page 43](#)
4. Approval of Minutes 02.04.25 [Page 45](#)

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on February 13, 2025

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: An amendment to Section 11-39-070, Deterioration By Neglect, of Title 11, Zoning Regulations to amend the penalty to the standards set forth in Title 1 General Provisions of the City Code

PRESENTED BY: David Petersen

DEPARTMENT: Community Development

MEETING DATE: February 18, 2025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: David Petersen – Community Development Director
Date: 2/18/2025
Subject: An amendment to Section 11-39-070, DETERIORATION BY NEGLECT, of Title 11, ZONING REGULATIONS To amend the penalty to the standards set forth in Title 1 GENERAL PROVISIONS of the City Code. (ZT-1-25)

RECOMMENDED MOTION

Move that the City Council approve the enclosed enabling ordinance amending Section 11-39-070 DETERIORATION BY NEGLECT, as set forth in said ordinance subject to all applicable Farmington City development standards and ordinances.

Finding:

The existing penalty standards for deterioration by neglect have been in place for a while, and the more recent provisions in Title 1 are better suited to encourage compliance with Section 11-39-070 of the Zoning Ordinance.

Respectfully submitted,



David Petersen
Assistant Community Development Director

Review and concur,



Brigham Mellor
City Manager

Supplemental Information

1. Enabling Ordinance
2. Chapter 38 of the Zoning Ordinance "Enforcement and Penalties"
3. Title 1, Chapter 6 "CIVIL ENFORCEMENT"

FARMINGTON CITY, UTAH

ORDINANCE NO. 2025 -

AN ORDINANCE AMENDING SECTION 11-39-070, DETERIORATION BY NEGLECT, OF CHAPTER 11-39, HISTORIC BUILDINGS AND SITES, OF TITLE 11, ZONING REGULATIONS, TO AMEND THE PENALTY STANDARDS TO THE STANDARDS SET FORTH IN TITEL 1, GENERAL PROVISIONS, OF THE CITY CODE. (ZT-1-25)

WHEREAS, the Planning Commission held a public hearing in which the text change proposed to the Zoning Ordinance was thoroughly reviewed and has recommended that this ordinance be approved by the City Council; and

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

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

Section 1. Amendment. Section 11-32-070 of the Farmington City Zoning Ordinance is hereby amended to read in its entirety as follows:

11-39-070: DETERIORATION BY NEGLECT:

An owner of a historic resource listed on the list or the register shall not allow any building to deteriorate by failing to provide ordinary maintenance or repair. The historic preservation commission shall be charged with the following responsibilities regarding deterioration by neglect:

A. **Monitoring Of Conditions:** The historic preservation commission shall monitor the condition of historic resources to determine if any historic resource is being allowed to deteriorate by neglect. Conditions such as broken windows, doors and exterior openings which allow the elements to enter or otherwise become an attractive nuisance, or the deterioration of a historic resource's structural system, shall constitute failure to provide ordinary maintenance or repair.

B. **Failure To Maintain:** In the event the historic preservation commission determines there is a failure to provide ordinary maintenance or repair, the historic preservation commission shall notify the owner of the historic resource and set forth the steps which need to be taken to remedy the situation. The owner of the historic resource shall have thirty (30) days to make necessary repairs.

C. **Penalty:** In the event that the condition is not remedied in thirty (30) days, the historic preservation commission may recommend to the city-council that

penalty fines be imposed as provided in ~~chapter 38, "Enforcement And Penalties",~~
of this ~~Title 1~~ **Title 1 "General Provisions", of the City Code of Farmington City.**

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 18th day of February, 2025.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

CHAPTER 38

ENFORCEMENT AND PENALTIES

SECTION:

11-38-010: Enforcement

11-38-020: Abatement

11-38-030: Penalty Provisions

11-38-010: ENFORCEMENT:

All department officials and public employees of Farmington City vested with the duty or authority to issue permits shall conform to the provisions of this title and shall issue no permit, certificate or license for uses, buildings or purposes in conflict with the provisions of this title, and any such permit, certificate or license issued in conflict with the provisions of this title, intentionally or otherwise, shall be null and void. It shall be the duty of the zoning administrator, the building official and the police chief of Farmington City or their designees to enforce the provisions of this title pertaining to the erection, construction, reconstruction, moving, conversion, alteration or addition to any building or structure and the use of any land, building or premises. (Ord. 2003-52, 11-5-2003)

11-38-020: ABATEMENT:

Any building or structure set up, erected, constructed or altered, enlarged, converted, moved or maintained in violation of the provisions of this title, and any use of land, building or premises in violation of this title, shall be, and the same hereby is declared to be, unlawful and a public nuisance. In addition to any other remedy provided by the Farmington City ordinances or otherwise available at law or in equity, the city may abate the nuisance pursuant to the provisions and procedures set forth in title 7, chapter 2 of this code. (Ord. 1990-29, 8-15-1990)

11-38-030: PENALTY PROVISIONS:

Any person, firm or corporation, association, partnership or governmental instrumentality, whether as principal, agent, employee or otherwise, violating or causing the violation of any of the provisions of this title, or failing or refusing to do some act required under this title, shall be guilty of a class C misdemeanor as provided in Utah Code Annotated section 10-9a-803. (Ord. 1990-29, 8-15-1990; amd. 2016 Code)

CHAPTER 6

CIVIL ENFORCEMENT

SECTION:

1-6-010: Purpose

1-6-020: Scope

1-6-030: Enforcement Action

1-6-040: Civil Liability

1-6-050: Definitions

1-6-060: Notice Requirements

1-6-070: Investigation And Inspection

1-6-080: Notice Of Violation

1-6-090: Warning Period

1-6-100: Immediate Enforcement

1-6-110: Civil Citation

1-6-120: Civil Penalties

1-6-130: Request For Administrative Hearing

1-6-140: [Reserved]

1-6-150: [Reserved]

1-6-160: [Reserved]

1-6-170: [Reserved]

1-6-180: [Reserved]

1-6-190: [Reserved]

1-6-200: Collection

1-6-010: PURPOSE:

The city council finds that the enforcement of this code is an important public service and is vital to the protection of the public health, safety, welfare and quality of life. Pursuant to Utah Code Annotated section 10-3-703, the city council is authorized to impose a minimum criminal or civil penalty for the violation of any municipal ordinance. The city council finds that it is in the best interest of the city to establish and provide an enforcement system that allows for a combination of criminal and civil enforcement remedies and penalties. (Ord. 2012-08, 2-21-2012)

1-6-020: SCOPE:

The provisions of this chapter may be applied to any and all violations of this code, excluding violations of the provisions of titles 13, "Criminal Code", and 14, "Traffic Code", of this code. The provisions of this chapter are intended to provide additional remedies for the city to use to achieve compliance with city ordinances. The remedies, penalties and procedures set forth herein are not intended to limit or waive any right or remedy provided by law. The provisions of this chapter shall not invalidate any other chapter, section or provision of this code, but shall be read in conjunction with and in addition to such chapters, sections and provision, as an additional remedy for enforcement of violations. (Ord. 2012-08, 2-21-2012)

1-6-030: ENFORCEMENT ACTION:

The city shall have the sole discretion in deciding whether to pursue a criminal or civil enforcement action for the violation of any ordinances or applicable code requirements. The provisions of this chapter shall not be construed to limit the city's right to prosecute any violation as a criminal offense. In accordance with Utah Code Annotated section 10-3-703.7, as amended, the city may not impose a civil penalty for a civil violation that occurs in conjunction with another criminal episode that will be prosecuted in a criminal proceeding. (Ord. 2012-08, 2-21-2012)

1-6-040: CIVIL LIABILITY:

By establishing performance standards or by establishing obligations to act, it is the intent of the city council that city employees and officers are exercising discretionary authority in pursuit of an essential governmental function and that any such standards or obligations shall not be construed as creating a ministerial duty for purposes of tort liability. (Ord. 2012-08, 2-21-2012)

1-6-050: DEFINITIONS:

For purposes of this chapter, the following words shall be defined as set forth herein:

CIVIL CITATION: A citation issued to a responsible person which gives notice of a violation and the civil penalty for such violation.

ENFORCEMENT OFFICIAL: Any person authorized by the city to enforce violations of this code, including, but not limited to, code

enforcement officers, zoning officers, police officers and building inspection officials.

HEARING OFFICER: A person appointed, contracted or hired by the city to conduct administrative hearings and to issue administrative orders as provided in this chapter.

NOTICE OF VIOLATION: A written notice that informs the responsible person of code violations and orders certain steps to correct or remedy the violations.

PERSON: Any natural person, firm, joint venture, partnership, association, club, company, corporation, limited liability company, business trust, firm, organization, or any other entity that is recognized by law.

PROPERTY OWNER: The record owner of real property as shown on the records of the Davis County assessor or recorder's office.

RESPONSIBLE PERSON: Any person(s) who is responsible for causing or maintaining a violation of this code. The property owner, tenant, person with a legal interest in the property, or person in possession of the real property may be liable for any violation maintained on the property. (Ord. 2012-08, 2-21-2012)

1-6-060: NOTICE REQUIREMENTS:

A. Methods: Whenever notice is required to be given under this chapter, the notice shall be served by one of the following methods, unless different provisions are otherwise specifically stated to apply:

1. Personal service;
2. Certified mail, return receipt requested, postage prepaid, to the last known address(es) of the responsible person(s);
3. Posting the notice conspicuously on or in front of the property, if inhabited; if the property is uninhabited, the notice must be personally served, mailed or published as provided herein; or
4. Published in a newspaper of general circulation when the identity or whereabouts of the person to be served are unknown and cannot be ascertained through reasonable diligence, where service is impracticable under the circumstances, or where there exists good cause to believe the person to be served is avoiding service.

B. Failure To Receive Notice: Failure of a responsible person to receive notice shall not affect the validity of any action taken hereunder if notice has been served in the manner set forth above. Service by certified mail shall be deemed served on the date signed for on the return receipt. (Ord. 2012-08, 2-21-2012)

1-6-070: INVESTIGATION AND INSPECTION:

An enforcement official may investigate any purported violation of city ordinances and take such action as is warranted under the circumstances in accordance with the provisions and procedures set forth in this chapter. An enforcement official is authorized to enter upon any property or premises to ascertain whether the provisions of city ordinances are being obeyed and to make any reasonable examination or survey necessary to determine compliance. This may include the taking of photographs, samples or other physical evidence. All inspections, entries, examinations and surveys shall be done in a reasonable manner and with prior notice and approval from the property owner. If a property owner or responsible person refuses to allow an enforcement official to enter property, the enforcement official shall obtain a search warrant before entering the property. (Ord. 2012-08, 2-21-2012)

1-6-080: NOTICE OF VIOLATION:

If an enforcement official determines that any provision of this code is being violated or continues to exist and immediate enforcement action is not necessary under the circumstances, the enforcement official shall provide a written notice of violation to the property owner or other responsible person. Such written notice of violation shall indicate the nature of the violation, the action necessary to correct the violation, the warning period established before further enforcement action or penalties, and the potential enforcement action and/or penalties to be imposed for failure to cure the violation within the established warning period. Such notice of violation shall be served in accordance with section 1-6-060 of this chapter. Such notice of violation shall serve to start the warning period. (Ord. 2012-08, 2-21-2012)

1-6-090: WARNING PERIOD:

Unless otherwise determined by an enforcement official, in his or her sole discretion in accordance with the provisions of section 1-6-100 of this chapter, the warning period for correction of violations set forth in the notice of violation shall be ten (10) days from the date of receipt of the notice of violation. If the violation remains uncured after expiration of the warning period, the enforcement official shall pursue further enforcement action as deemed appropriate in accordance with the provisions provided herein. The enforcement official is authorized, in his or her discretion, to extend the warning period if the enforcement official determines that good cause exists for such extended warning period and the extension will not create or perpetuate a situation imminently dangerous to life or property. Any such extension shall require written agreement by the property owner or person responsible for the violation to remedy the violations within a set time frame and to comply with any and all conditions of extension as required by the enforcement official. A request for extension shall be filed in writing by the property owner or person responsible for the violation prior to the expiration of the ten (10) day response period. (Ord. 2012-08, 2-21-2012)

1-6-100: IMMEDIATE ENFORCEMENT:

In the case of a violation involving public safety, continuing construction or development, storm drainage, an emergency situation, multiple or repeated violations, or for any other reason as reasonably determined by the enforcement official, the enforcement official may use the enforcement powers and remedies available to it under this chapter, including issuance of a civil citation, without prior notice or notice of violation. (Ord. 2012-08, 2-21-2012)

1-6-110: CIVIL CITATION:

If any violation remains uncured after issuance of a notice of violation and expiration of the warning period set forth therein, a civil citation may be issued to the property owner or other responsible person for the violation and civil penalties imposed for such violation. The civil citation shall be served in the manner set forth in section 1-6-060 of this chapter. Each civil citation shall include the date and location of all violations, the code sections violated, the amount of the civil penalty imposed for each violation, an

explanation of how the civil penalty shall be paid, the consequences for failure to pay, an explanation of the right to and the procedures for requesting an administrative hearing, and the signature of the enforcement official issuing the citation. (Ord. 2012-08, 2-21-2012)

1-6-120: CIVIL PENALTIES:

Civil penalties to be imposed for a civil citation shall be imposed in accordance with the civil penalties fee schedule adopted by the city. Pursuant to Utah Code Annotated section 10-3-703, the city council may prescribe a minimum civil penalty for code violations by a fine not to exceed the maximum class B misdemeanor fine, which is one thousand dollars (\$1,000.00); provided, that civil penalties for a violation of the land use ordinances of the city shall not exceed the maximum fine for a class C misdemeanor. Civil penalties shall be due and owing to the city within ten (10) days from the date of service. The civil penalty shall be double if paid after ten (10) days but within twenty (20) days of service. The civil penalty shall triple if paid after twenty (20) days but within thirty (30) days of service. After thirty (30) days, unpaid civil penalties shall accrue interest at the rate set forth by the state of Utah for unpaid judgments. Payment of any civil penalty shall not excuse any failure to correct a violation or the reoccurrence of the violation, nor shall it bar further enforcement action by the city. A civil citation and civil penalties may be imposed for each and every day a violation occurs or continues to exist. Additional civil penalties may be imposed for reoccurring offenses on the same property within one year from the imposition of a civil penalty. Civil penalties may not be imposed for a civil violation that occurs in conjunction with another criminal violation as part of a single criminal episode that will be prosecuted in a criminal proceeding. Civil penalties shall be paid to the city finance department. (Ord. 2012-08, 2-21-2012)

1-6-130: REQUEST FOR ADMINISTRATIVE HEARING:

Any responsible person served with a civil citation or notice of violation shall have the right to request an administrative hearing before the administrative hearing officer by filing a written request for hearing with the city recorder within ten (10) calendar days from the date of service of the civil citation or notice of violation. The appeal shall be conducted in accordance with chapter 3-7 of this code, with the administrative hearing officer hearing such appeals. (Ord. 2012-08, 2-21-2012; amd. Ord. 2023-65, 11-14-2023)

1-6-140: [RESERVED]:

1-6-150: [RESERVED]:

1-6-160: [RESERVED]:

1-6-170: [RESERVED]:

1-6-180: [RESERVED]:

1-6-190: [RESERVED]:

1-6-200: COLLECTION:

The city may use any lawful means available to collect any unpaid civil penalties imposed under this chapter, including costs and reasonable attorney fees. (Ord. 2012-08, 2-21-2012)

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Adoption of FY25 Budget Amendment #1 – Municipal Budget

PRESENTED BY: Greg Davis

DEPARTMENT: Finance

MEETING DATE: February 18, 2025



CITY COUNCIL STAFF REPORT FOR FEBRUARY 18, 2025

To: Mayor and City Council
From: Greg Davis
Date: February 13, 2025
Subject: **Adoption of FY25 Budget Amendment #1 – Municipal Budget**

RECOMMENDATIONS

1. Review the attached narrative and schedules
2. Hold a public hearing on February 18, 2025
3. Consider and approve a resolution to amend the FY25 municipal budget

BACKGROUND

Administration wishes to amend budgets for items that were unforeseen, unplanned, or of different dollar amounts than originally budgeted during the budget cycle. Some items are covered by certain revenue sources and some items require the use of fund balance. Please see the attached narrative and budget amendment schedules.

Respectfully submitted,

Greg Davis
Finance Director

Review and concur,

Brigham Mellor
City Manager

NARRATIVE

BUDGET AMENDMENT #1 FOR FY25

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A. Boiler Replacement at City Hall (\$76,350 exp increase, carryover)

In FY24 the city budgeted for a needed boiler replacement at City Hall for \$56,000. This budget amendment is to carry over those prior unused funds from FY24 to FY25. The final cost of the boiler also increased from the original budget of \$56,000 to \$76,350 (\$83,600 less a rebate of \$7,250). The increase in cost was largely caused by the decision to get a better one with more capabilities, programming options, and efficiency.

B. Boiler Replacement at Police Station (\$26,000 exp increase, carryover)

In FY24 the city budgeted for a boiler replacement at the police station for \$22,980. This budget amendment is to carry over those prior unused funds from FY24 to FY25 and to add additional budget for a price increase - to \$26,000. A rebate request was made similar to the city hall boiler but this boiler was not eligible for one.

C. Sewer Pump Replacement at Police Station (\$13,500 exp increase)

The existing sewer pump failed unexpectedly and required immediate replacement.

D. Façade Grant Spending (\$42,100 exp increase, carryover)

In 2020 the Davis Fund for Economic Development, on behalf of the Davis Council of Governments, Inc., co-sponsored a grant to assist businesses along main business corridors. The goals of the business façade grants are to beautify main street areas in Davis County, increase economic development by making businesses more attractive to businesses and patrons, attract additional private and other sources of funds to invest in the main street areas, and support local, small businesses in Davis County. The board approved two separate grants of \$25,000 each. Cities were required to match the \$25,000 in order to be considered for the grant. Small businesses would provide \$50,000 from their own funds, \$25,000 would come from the grant, and another \$25,000 from Farmington City, allowing for projects up to \$100,000 in total. The city received the \$25,000 grant funds in FY21.

Farmington has now facilitated improvement projects for two small businesses. The first of the two, Precision Windshield (project totaling \$15,813), was completed in FY21. This budget amendment requests spending authority of \$42,100 for the second project – Buttered Bake Shop (project total of \$84,200, half paid by the business and the rest from Farmington and the grant).

E. General Plan Amendment (\$92,000 exp increase, partial carryover)

During FY24 Community Development incurred only \$23,000 of the \$100,000 originally budgeted for the city's 'general plan'. This budget amendment requests carrying over the \$77,000 unspent amount from FY24 to FY25. In addition, the State of Utah's Division of Water Resources has awarded to Farmington a \$15,000 technical assistance grant to add a water element to the city's general plan. The total of this general plan budget amendment is therefore \$92,000 (\$77,000 plus \$15,000).

F. Fire Station Roof Replacement (\$122,089 exp increase, \$97,089 rev increase)

This past fall significant wind damage occurred to the roof of the fire station. The city considered repairing the roof but the damage was significant enough to require a complete replacement. An insurance claim was submitted and the city received a \$97,089 payout. The total cost of the replacement is \$122,089. The resulting cost to the city is the \$25,000 insurance deductible.

G. Fire Engine Replacement (\$380,000 exp increase, carryover)

In February 2025 the city was finally able to take delivery of a fire engine replacement that was ordered several years prior. FY22 included budget for the fire engine replacement for \$475,000. After becoming aware of assembly delays and price increases, the budget was placed into FY23 at \$515,000 and then again into FY24, but not into FY25. Invoices for the chassis, lights, and siren (total of \$147,236) were paid in FY24. This FY25 budget amendment requests the budget necessary to cover the remaining buildout cost of \$380,000.

H. Furnace Replacement at Community Center (\$5,300 exp increase)

The furnace at the Community Center failed unexpectedly and required immediate replacement.

I. Ambulance Purchase (\$333,000 exp increase)

Due to the uncertainty of the availability of this much-needed ambulance, city administration opted to not request budget until the timing was known. The ambulance was delivered early in FY25.

J. Ballfield Fourplex Speaker Replacement (\$10,000 exp increase)

All eight speakers failed at the same time and needed to be replaced unexpectedly at Station Park Ball Fields.

K. Water Service Truck (\$215,000 exp increase, carryover)

In FY24 Public Works budgeted for a water service truck replacement for \$210,000. This budget amendment is to carry over those prior unused funds from FY24 to FY25. The truck was ultimately delivered in July of FY25 with a final cost of roughly \$215,000.

L. Vactor Truck Repairs and Rental (\$80,000 exp increase)

The Vactor truck used by Public Works went out of service and required costly repairs to get it working again. In addition to the repairs the Public Works department rented a Vactor truck to use during the repair downtime. The costs are split between the Water Fund (\$30,000) and the Storm Water Fund (\$50,000).

FUND BUDGETS AMENDED BY FY25 Budget Amendment #1

Fiscal Year Ending June 30, 2025

Farmington City Corporation

GOVERNMENTAL FUNDS

General Fund (10)

Revenues:

	Adopted Budget	BA #1	Budget After BA #1
Taxes Received	14,925,000		14,925,000
Intergovernmental	433,830		433,830
Licenses, Permits, Fees Received	819,325		819,325
Cost Sharing, Contributions Received	177,000		177,000
Charges for Services Revenue	273,930		273,930
Interest & Investment Earnings	115,700		115,700
Transfers In	34,040		34,040
Misc Revenue	82,500	15,000	97,500
Revenue total	16,861,325	15,000	16,876,325

Expenditures:

Administration	1,099,748		1,099,748
Buildings department	731,948		731,948
City Attorney	693,343		693,343
Community Development	1,400,229	134,100	1,534,329
Economic Development	485,261		485,261
Engineering	228,751		228,751
Fire	2,931,266		2,931,266
Legislative	162,024		162,024
Parks & Cemetery	1,458,239	10,000	1,468,239
Police	5,244,005		5,244,005
Streets	993,333		993,333
Transfers Out	2,145,855		2,145,855
Total Expenditures	17,574,002	144,100	17,718,102

Net change in fund balance	(712,677)	(129,100)	(841,777)
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FUND BUDGETS AMENDED BY FY25 Budget Amendment #1

Fiscal Year Ending June 30, 2025

Farmington City Corporation

	Adopted Budget	BA #1	Budget After BA #1
Special Revenue - RDA US HWY 89 (20)			
Revenue	174,600		174,600
Transfer In	-		-
Expenditures	187,003		187,003
Transfers Out	-		-
Net change in fund balance	(12,403)	-	(12,403)
Special Revenue - RDA Station Park (22)			
Revenue	392,100		392,100
Transfers In	-		-
Expenditures	630,000		630,000
Transfers Out	1,473,000		1,473,000
Net change in fund balance	(1,710,900)	-	(1,710,900)
Debt Service - RAP Tax Bond (30)			
Revenue	701,700		701,700
Transfers In	-		-
Expenditures	384,380		384,380
Transfers Out	452,000		452,000
Net change in fund balance	(134,680)	-	(134,680)
Debt Service - Police Sales Tax Bond (31)			
Revenue	-		-
Transfers In	-		-
Expenditures	-		-
Transfers Out	4,040		4,040
Net change in fund balance	(4,040)	-	(4,040)
Debt Service - 2015 G.O Park Bond (35)			
Revenue	412,300		412,300
Transfers In	-		-
Expenditures	410,000		410,000
Transfers Out	-		-
Net change in fund balance	2,300	-	2,300

FUND BUDGETS AMENDED BY FY25 Budget Amendment #1

Fiscal Year Ending June 30, 2025

Farmington City Corporation

	Adopted Budget	BA #1	Budget After BA #1
Capital Projects - Class C Roads (11)			
Revenue	1,837,100		1,837,100
Transfers in	-		-
Expenditures	3,136,500		3,136,500
Transfers Out	-		-
Net change in fund balance	(1,299,400)	-	(1,299,400)
Capital Projects - Govt Buildings (37)			
Revenue	3,334,066	97,089	3,431,155
Transfers In	-		-
Expenditures	2,700,000	243,239	2,943,239
Transfers Out	-		-
Net change in fund balance	634,066	(146,150)	487,916
Capital Projects - Streets (38)			
Revenue	1,605,200		1,605,200
Transfers In	152,000		152,000
Expenditures	699,345		699,345
Transfers Out	-		-
Net change in fund balance	1,057,855	-	1,057,855
Capital Projects - Equipment (39)			
Revenue	23,500		23,500
Transfers In	450,000		450,000
Expenditures	401,000	380,000	781,000
Transfers Out	-		-
Net change in fund balance	72,500	(380,000)	(307,500)

FUND BUDGETS AMENDED BY FY25 Budget Amendment #1

Fiscal Year Ending June 30, 2025

Farmington City Corporation

Adopted Budget	BA #1	Budget After BA #1
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Capital Projects - Land Acquisition (40)

Revenue	1,400	1,400
Transfers In	-	-
Expenditures	-	-
Transfers Out	-	-
Net change in fund balance	1,400	1,400

Capital Projects - Park Improvements (42)

Revenue	4,060,588	4,060,588
Transfers In	2,195,000	2,195,000
Expenditures	13,263,394	13,263,394
Transfers Out	-	-
Net change in fund balance	(7,007,806)	(7,007,806)

Capital Projects - Capital Fire (43)

Revenue	14,117,760	14,117,760
Transfers In	-	-
Expenditures	13,328,488	13,328,488
Transfers Out	-	-
Net change in fund balance	789,272	789,272

Permanent Fund - Cemetery Perpetual Care (48)

Revenue	14,200	14,200
Transfers In	-	-
Expenditures	-	-
Transfers Out	-	-
Net change in fund balance	14,200	14,200

FUND BUDGETS AMENDED BY FY25 Budget Amendment #1

Fiscal Year Ending June 30, 2025

Farmington City Corporation

Adopted Budget	BA #1	Budget After BA #1
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ENTERPRISE FUNDS

Water Fund (51)

Revenue	4,882,610		4,882,610
Transfers In	-		-
Expenditures	10,418,613	247,000	10,665,613
Transfers Out	-		-
Change in Net Position	<u>(5,536,003)</u>	<u>(247,000)</u>	<u>(5,783,003)</u>

Sewer Fund (52)

Revenue	3,573,700		3,573,700
Transfers In	-		-
Expenditures	3,557,768		3,557,768
Transfers Out	-		-
Change in Net Position	<u>15,932</u>	<u>-</u>	<u>15,932</u>

Garbage Fund (53)

Revenue	2,217,895		2,217,895
Transfers In	-		-
Expenditures	2,550,002		2,550,002
Transfers Out	-		-
Change in Net Position	<u>(332,107)</u>	<u>-</u>	<u>(332,107)</u>

Storm Water Fund (54)

Revenue	1,968,000		1,968,000
Transfers In	-		-
Expenditures	3,567,642	48,000	3,615,642
Transfers Out	30,000		30,000
Change in Net Position	<u>(1,629,642)</u>	<u>(48,000)</u>	<u>(1,677,642)</u>

FUND BUDGETS AMENDED BY FY25 Budget Amendment #1

Fiscal Year Ending June 30, 2025

Farmington City Corporation

	Adopted Budget	BA #1	Budget After BA #1
Ambulance Fund (55)			
Revenue	855,600		855,600
Transfers In	-		-
Expenditures	808,486	333,000	1,141,486
Transfers Out	-		-
Change in Net Position	47,114	(333,000)	(285,886)
Transportation Fund (56)			
Revenue	775,700		775,700
Transfers In	-		-
Expenditures	868,000		868,000
Transfers Out	-		-
Change in Net Position	(92,300)	-	(92,300)
Recreation Fund (60, 67)			
Revenue	1,037,589		1,037,589
Transfers In	1,543,855		1,543,855
Expenditures	2,702,866		2,702,866
Transfers Out	-		-
Change in Net Position	(121,422)	-	(121,422)

RESOLUTION NO. 2025-____

A RESOLUTION AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEAR ENDING 6-30-25

WHEREAS, upon proper review and consideration, the City Council has held a public hearing concerning proposed amendments to its FYE 6-30-25 municipal budget.

WHEREAS, said public hearing has been held as required by law and pursuant to all legally required notices; and

WHEREAS, the City Council has heard and considered all public comment advanced at the aforementioned hearings; and

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

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

Section 1. FYE 6-30-25 Municipal Budget Amendment. The attached document entitled ‘Fund Budgets Amended by FY25 Budget Amendment #1’, incorporated herein by reference, is hereby adopted.

Section 2. Miscellaneous Provisions.

a. **Severability.** If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all provisions, clauses, and words of this Resolution shall be severable.

b. **Titles and Headings.** The titles and headings of this Resolution form no part of the Resolution itself, have no binding or interpretative effect, and shall not alter the legal effect of any part of the Resolution for any reason.

c. **Effective Date.** This Resolution shall become effective immediately upon posting.

d. **Non-codification.** This Resolution shall be effective without codification.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 18th DAY OF FEBRUARY, 2025.

ATTEST

FARMINGTON CITY

DeAnn Carlile,
City Recorder

Brett Anderson,
Mayor

CITY COUNCIL AGENDA



SUMMARY ACTION

1. Monthly Financial Report
2. Resolution - Main Street (Park Lane - Shepard Lane) Davis County Interlocal Agreement
3. Resolution appointing Scott Behunin as a member of the Planning Commission
4. Approval of Minutes 02.04.25

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Levi Ball
Date: February 13, 2025
Subject: **January Monthly Financial Report – Feb 18th 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 November 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 43.15% collected YTD and currently we are 41.34%.
 - **Property Tax** – There is a one-month delay on tax distributions from Davis County. This report includes revenue for July through December. The majority of the annual property tax is earned in November and distributed to the city 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 15 of 26 pay periods recorded so far in FY25 so our payroll percentage YTD should be roughly 57.69%.

Respectfully submitted,



Levi Ball

Review and concur,



Brigham Mellor

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
GENERAL FUND			
General Fund Revenues			
REVENUE	11,296,157	16,861,325	67.0%
Taxes Received	9,000,535	14,925,000	60.3%
Charges for Services Revenue	136,309	273,930	49.8%
Cost Sharing, Contributions Received	109,643	177,000	61.9%
Financing Proceeds	-	-	0.0%
Intergovernmental	117,283	433,830	27.0%
Licenses, Permits, Fees Received	525,358	819,325	64.1%
Misc Revenue	229,343	82,500	278.0%
Interest Earnings	935,312	115,700	808.4%
Investment Fair Value Adjustments	208,336	-	0.0%
Transfers In	34,040	34,040	100.0%
GF - Administrative Department			
EXPENDITURE	3,030,213	3,245,603	93.4%
Payroll	367,617	630,470	58.3%
Supplies & Services	462,517	463,278	99.8%
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%
GF - Buildings Department			
EXPENDITURE	415,615	731,948	56.8%
Payroll	145,840	267,396	54.5%
Supplies & Services	231,519	327,952	70.6%
Capital Outlay	38,256	136,600	28.0%
GF - City Manager & Econ. Dev.			
EXPENDITURE	209,440	485,261	43.2%
Payroll	185,870	315,971	58.8%
Supplies & Services	19,745	169,290	11.7%
Capital Outlay	3,825	-	0.0%
GF - Community Development Department			
EXPENDITURE	743,908	1,400,229	53.1%
Payroll	616,760	1,071,729	57.5%
Supplies & Services	127,147	328,500	38.7%
Capital Outlay	-	-	0.0%

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
GF - Engineering Department			
EXPENDITURE	124,429	228,751	54.4%
Payroll	106,732	182,501	58.5%
Supplies & Services	17,697	46,250	38.3%
Capital Outlay	-	-	0.0%
GF - Fire Department			
EXPENDITURE	1,819,194	2,931,266	62.1%
Payroll	1,686,034	2,646,296	63.7%
Supplies & Services	126,988	264,970	47.9%
Capital Outlay	6,172	20,000	30.9%
GF - Legal			
EXPENDITURE	364,871	693,343	52.6%
Payroll	200,018	344,384	58.1%
Supplies & Services	164,853	348,959	47.2%
Capital Outlay	-	-	0.0%
GF - Legislative Department			
EXPENDITURE	81,434	162,024	50.3%
Payroll	47,566	83,024	57.3%
Supplies & Services	33,869	79,000	42.9%
GF - Parks & Cemetery Department			
EXPENDITURE	894,946	1,458,239	61.4%
Payroll	594,578	979,407	60.7%
Supplies & Services	261,490	450,132	58.1%
Capital Outlay	38,879	28,700	135.5%
GF - Police Department			
EXPENDITURE	2,965,568	5,244,005	56.6%
Payroll	2,615,263	4,513,275	57.9%
Supplies & Services	350,305	720,730	48.6%
Capital Outlay	-	10,000	0.0%
GF - Streets Department			
EXPENDITURE	603,322	993,333	60.7%
Payroll	401,895	662,833	60.6%
Supplies & Services	201,427	320,500	62.8%
Capital Outlay	-	10,000	0.0%

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
SPECIAL REVENUE (RDA) FUNDS			
20 - US89 RDA			
REVENUE	-	174,600	0.0%
Taxes Received	-	171,000	0.0%
Sale of Assets	-	-	0.0%
Interest Earnings	-	3,600	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	-	0.0%
EXPENDITURE	2,544	187,003	1.4%
Payroll	-	-	0.0%
Supplies & Services	1,186	8,900	13.3%
Capital Outlay	-	-	0.0%
Debt Service, Lease Payments	1,358	178,103	0.8%
Transfers Out	-	-	0.0%
22 - Station Park RDA			
REVENUE	-	392,100	0.0%
Taxes Received	-	370,000	0.0%
Interest Earnings	-	22,100	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	2,106,538	2,103,000	100.2%
Supplies & Services	-	-	0.0%
Capital Outlay	633,538	630,000	100.6%
Transfers Out	1,473,000	1,473,000	100.0%

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
DEBT SERVICE FUNDS			
30 - RAP Tax Bond			
REVENUE	296,837	701,700	42.3%
Taxes Received	296,837	700,000	42.4%
Interest Earnings	-	1,700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	454,945	836,380	54.4%
Supplies & Services	666	-	0.0%
Debt Service, Lease Payments	2,279	384,380	0.6%
Transfers Out	452,000	452,000	100.0%
31 - Police Sales Tax Bond			
REVENUE	-	-	0.0%
Interest Earnings	-	-	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	-	0.0%
EXPENDITURE	4,137	4,040	102.4%
Supplies & Services	97	-	0.0%
Debt Service, Lease Payments	-	-	0.0%
Transfers Out	4,040	4,040	100.0%
35 - Park G.O. Bond			
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 January 2025

	YTD	Budget as Amended	YTD % of Budget
CAPITAL IMPROVEMENT FUNDS			
11 - Class C Roads			
REVENUE	921,346	1,837,100	50.2%
Taxes Received	293,968	800,000	36.7%
Charges for Services Revenue	-	-	0.0%
Financing Proceeds	-	-	0.0%
Intergovernmental	627,379	1,000,000	62.7%
Interest Earnings	-	37,100	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	394,608	3,136,500	12.6%
Supplies & Services	255,077	1,260,500	20.2%
Capital Outlay	139,531	1,876,000	7.4%
Transfers Out	-	-	0.0%
37 - Capital Improvement - Gov Buildings			
REVENUE	107,064	3,334,066	3.2%
Charges for Services Revenue	(2)	-	0.0%
Devel/Impact Fees Received	107,066	602,766	17.8%
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%
EXPENDITURE	136,382	2,700,000	5.1%
Supplies & Services	22	-	0.0%
Capital Outlay	136,360	2,700,000	5.1%
Transfers Out	-	-	0.0%

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
38 - Capital Improvement - Streets			
REVENUE	571,616	1,757,200	32.5%
Charges for Services Revenue	-	-	0.0%
Cost Sharing, Contributions Received	128,963	-	0.0%
Devel/Impact Fees Received	290,652	1,541,000	18.9%
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%
EXPENDITURE	2,282,272	699,345	326.3%
Supplies & Services	44,073	176,000	25.0%
Capital Outlay	1,954,854	240,000	814.5%
Debt Service, Lease Payments	13,346	13,345	100.0%
Transfers Out	270,000	270,000	100.0%
39 - Capital Equipment Fund			
REVENUE	455,584	473,500	96.2%
Financing Proceeds	-	-	0.0%
Sale of Assets	5,584	7,000	79.8%
Interest Earnings	-	16,500	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	450,000	450,000	100.0%
EXPENDITURE	333,929	401,000	83.3%
Capital Outlay	332,927	401,000	83.0%
Debt Service, Lease Payments	1,002	-	0.0%
40 - Real Estate Fund			
REVENUE	225,640	1,400	16117.1%
Cost Sharing, Contributions Received	-	-	0.0%
Sale of Assets	225,640	-	0.0%
Interest Earnings	-	1,400	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	-	0.0%
EXPENDITURE	8,041	-	0.0%
Capital Outlay	8,041	-	0.0%
Transfers Out	-	-	0.0%

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
42 - Capital Improvements - Parks			
REVENUE	2,604,063	6,255,588	41.6%
Charges for Services Revenue	-	-	0.0%
Cost Sharing, Contributions Received	36,000	244,488	14.7%
Devel/Impact Fees Received	373,063	2,545,300	14.7%
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%
EXPENDITURE	243,749	13,263,394	1.8%
Supplies & Services	2,585	335	771.7%
Capital Outlay	239,213	13,091,500	1.8%
Debt Service, Lease Payments	1,950	171,559	1.1%
Transfers Out	-	-	0.0%
43 - Capital Fire			
REVENUE	135,530	14,117,760	1.0%
Devel/Impact Fees Received	135,530	791,960	17.1%
Financing Proceeds	-	13,300,000	0.0%
Interest Earnings	-	25,800	0.0%
Investment Fair Value Adjustments	-	-	0.0%
Transfers In	-	-	0.0%
EXPENDITURE	55,334	13,328,488	0.4%
Supplies & Services	42,548	-	0.0%
Capital Outlay	12,538	13,300,000	0.1%
Debt Service, Lease Payments	248	28,488	0.9%

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
PERMANENT FUND			
48 - Cemetery Perpetual Fund			
REVENUE	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%
EXPENDITURE	-	-	0.0%
Capital Outlay	-	-	0.0%
Transfers Out	-	-	0.0%

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
ENTERPRISE FUNDS			
51 - Water Fund			
REVENUE	2,390,753	4,882,610	49.0%
Charges for Services Revenue	1,931,748	3,153,510	61.3%
Devel/Impact Fees Received	206,011	1,507,000	13.7%
Developer Contributions of Infrastructure	-	-	0.0%
Financing Proceeds	-	-	0.0%
Misc Revenue	8,464	5,000	169.3%
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	228,854	-	0.0%
EXPENDITURE	2,216,038	10,418,613	21.3%
Payroll	597,218	1,302,263	45.9%
Supplies & Services	643,567	1,101,700	58.4%
Capital Outlay	573,281	7,469,000	7.7%
Debt Service, Lease Payments	401,973	545,650	73.7%
52 - Sewer Fund			
REVENUE	2,125,470	3,573,700	59.5%
Charges for Services Revenue	2,125,470	3,573,000	59.5%
Misc Revenue	-	-	0.0%
Interest Earnings	-	700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	1,765,074	3,557,768	49.6%
Payroll	25,452	46,518	54.7%
Supplies & Services	1,739,621	3,411,250	51.0%
Capital Outlay	-	100,000	0.0%
Transfers Out	-	-	0.0%

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
53 - Garbage Fund			
REVENUE	1,344,495	2,217,895	60.6%
Charges for Services Revenue	1,344,495	2,204,395	61.0%
Misc Revenue	-	-	0.0%
Interest Earnings	-	13,500	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	924,243	2,550,002	36.2%
Payroll	98,448	190,296	51.7%
Supplies & Services	696,635	1,889,956	36.9%
Capital Outlay	129,160	469,750	27.5%
54 - Storm Water Fund			
REVENUE	785,417	1,968,000	39.9%
Charges for Services Revenue	658,944	1,110,500	59.3%
Cost Sharing, Contributions Received	-	-	0.0%
Devel/Impact Fees Received	117,223	836,100	14.0%
Financing Proceeds	-	-	0.0%
Licenses, Permits, Fees Received	9,250	5,000	185.0%
Misc Revenue	-	-	0.0%
Sale of Assets	-	-	0.0%
Interest Earnings	-	16,400	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	717,592	3,597,642	19.9%
Payroll	408,293	710,554	57.5%
Supplies & Services	152,166	260,388	58.4%
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 January 2025

	YTD	Budget as Amended	YTD % of Budget
55 - Ambulance Fund			
REVENUE	319,332	855,600	37.3%
Charges for Services Revenue	319,332	820,000	38.9%
Intergovernmental	-	-	0.0%
Misc Revenue	-	-	0.0%
Sale of Assets	-	-	0.0%
Interest Earnings	-	35,600	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	680,290	808,486	84.1%
Payroll	229,725	526,986	43.6%
Supplies & Services	117,823	271,500	43.4%
Capital Outlay	332,742	10,000	3327.4%
56 - Transportation Utility Fund			
REVENUE	465,531	775,700	60.0%
Charges for Services Revenue	465,531	765,000	60.9%
Misc Revenue	-	-	0.0%
Interest Earnings	-	10,700	0.0%
Investment Fair Value Adjustments	-	-	0.0%
EXPENDITURE	409,285	868,000	47.2%
Supplies & Services	764	23,000	3.3%
Capital Outlay	408,521	845,000	48.3%

Monthly Financial Report - FY25

Through January 2025

	YTD	Budget as Amended	YTD % of Budget
60,67 - Recreation and Special Events			
REVENUE	2,161,126	2,581,444	83.7%
Charges for Services Revenue	614,311	1,004,289	61.2%
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%
EXPENDITURE	1,481,269	2,702,866	54.8%
Payroll	992,592	1,700,651	58.4%
Supplies & Services	456,842	958,115	47.7%
Capital Outlay	31,835	44,100	72.2%

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Chad Boshell, Assistant City Manager
Date: February 18, 2025
Subject: **Main Street (Park Ln. - Shepard Ln.) Resolution approving the Davis County Interlocal Agreement**

RECOMMENDATION(S)

Approve the resolution approving the interlocal cooperation transportation project reimbursement agreement with Davis County for the Main Street Widening Project, dated February 4, 2025.

BACKGROUND

On February 4th the City Council approved the interlocal cooperation transportation project reimbursement agreement for the Main Street improvement project. Before Davis County presents it for the Commission's approval they need the City to adopt a resolution approving the agreement. Attached is the resolution and the approved agreement. Staff recommends adopting the resolution approving the interlocal agreement with Davis County.

SUPPLEMENTAL INFORMATION

1. Resolution
2. Agreement

Respectfully submitted,



Chad Boshell, P.E.
Assistant City Manager

Review and concur,



Brigham Mellor
City Manager

RESOLUTION NO: 2025-__

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN DAVIS COUNTY AND FARMINGTON CITY RELATED TO TRANSPORTATION PROJECT REIMBURSEMENTS

WHEREAS, Farmington City and Davis County have the authority to enter into agreements for interlocal cooperation, pursuant to chapter 11-13 of the Utah Code: and

WHEREAS, Farmington City is widening and constructing curb, gutter and sidewalk along SR 106 between Park Lane and 1150 North; and

WHEREAS, Davis County is willing to contribute \$3.5 Million through its 3rd Quarter Transportation fund, which application was approved; and

WHEREAS, the attached Interlocal Agreement will govern reimbursement of funds for approved expenses associated with the SR 106 project; and

WHEREAS, the Council finds that the proposed agreement is acceptable and in the best interest of the City,

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

Section 1: Approval. The City Council hereby approves the Interlocal Cooperation Transportation Project Reimbursement Agreement, related to improvements to SR-106, dated February 4, 2025.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 18TH DAY OF FEBRUARY 2025.

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and Farmington City, a municipal corporation of the State of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” in this Agreement or may be solely referred to as a “Party” in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”); and

WHEREAS, Utah Code Section 59-12-2217 (“Section 59-12-2217”), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the Davis County Council of Governments (“DCCOG”) is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”), on or about May 30, 2024, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

WHEREAS, the City submitted a Davis County 3rd Quarter Funding Application, which is attached to this Agreement as Attachment 1 and is incorporated into this Agreement by this reference (the “Application”), to the County, on or before July 12, 2024, seeking funding for a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the SR-106 (Main Street) Improvement Project (the “Project”) (A copy of the Project Cost Estimate (the “Cost Estimate”) is attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference); and

WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about October 16, 2024 (the “Priority List”); and

WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on December 3, 2024; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with this Agreement; and

WHEREAS, the County desires to partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

The Parties therefore agree as follows:

- 1. Purpose.** The purpose of this Agreement is to comply with the authority of, and direction provided by, the DCCOG and the Davis County Legislative Body regarding transportation projects in Davis County by funding specific transportation projects in Davis County from a sales and use tax imposed under Section 59-12-2217.
- 2. The City’s Duties, Obligations, Responsibilities, or Otherwise.**
 - 2.1. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County.

- 2.2. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
 - 2.3. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
 - 2.4. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.
- 3. The County’s Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project as identified in the Application not to exceed \$3,500,000.00, only upon all of the following being timely and completely satisfied by the City:
- 3.1. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County;
 - 3.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project; and
 - 3.3. The City enters into a Development Payback Agreement for the portions of right-of-way that are currently undeveloped and reimburses Davis County proportionately if development payback fees are collected.
- 4. Progress Payments Authorized.** The City may, no more frequently than quarterly, provide reimbursement requests to the County for authorized costs paid by the City for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City’s reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed \$3,500,000.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.
- 5. Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the “Effective Date”).
- 6. Term of Agreement.** The term of this Agreement shall begin upon the Effective Date of this Agreement and shall terminate five years from the Effective Date of this Agreement (the “Term”), subject to the termination and other provisions set forth in this Agreement.
- 7. Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
- 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party:
 - 7.2.1. After any material breach of this Agreement;
 - 7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 7.2.3. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; and
 - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

- 8. Indemnification; Hold Harmless.** The City shall indemnify and hold harmless the County, and the County’s officials, employees, agents, and other representatives (collectively, the “Indemnified Party”), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, “Losses”), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, “Resolution Expenses”) (Losses and Resolution Expenses together mean “Indemnifiable Losses”) relating to this Agreement or the negligent, reckless, or willful acts or omissions of the City or the City’s officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party’s material breach of this Agreement. The City’s compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit the City’s obligations under this section. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.
- 9. Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<u>To the City:</u> Farmington City Attention: Chad Boshell 160 South Main Street Farmington, UT 84025	<u>To the County:</u> Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	<u>With a Copy to:</u> Davis County Attn: Attorney’s Office, Civil Division P.O. Box 618 Farmington, UT 84025
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- 10. Damages.** The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.
- 11. Governmental Immunity.** The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the “Immunity Act”), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Immunity Act.
- 12. Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party in accordance with Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209 of the Act.
- 13. Interlocal Agreement Provisions.** This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.
- 14. Employees Performing Services under This Agreement.** The Parties acknowledge and agree that the provisions of Section 11-13-222 of the Act apply to this Agreement.

- 15. Force Majeure.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
- 16. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 17. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 18. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.
- 19. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 20. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 21. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 22. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

[This space is left blank intentionally. The signature page follows.]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

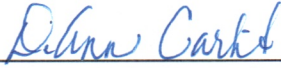
FARMINGTON CITY



Mayor

Dated: 2-4-25

ATTEST:



Farmington City Recorder

Dated: 2-4-25



REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:



Farmington City Attorney

Dated: 5 Feb 2025

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk

Dated: _____

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

Davis County Attorney's Office, Civil Division

Dated: _____

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Community Development Department
Date: February 18, 2025
Subject: Resolution Appointing an Individual to Serve on the Farmington City Planning Commission

RECOMMENDED MOTION

Move that the City Council approve the enclosed resolution consenting to the appointment of Scott Behunin to serve a full term as a member of the Farmington City Planning.

BACKGROUND

Recently Commissioner Sam Barlow submitted a letter of resignation ending his service as a member of the Farmington City Planning Commission. This leaves a vacancy on the 7-member board to be filled. In coordination with the mayor and conversation with existing alternate members of the Planning Commission, it is recommended that Scott Behunin be moved from his position as a Planning Commission alternate to a full member to fill this seat.

Per Farmington City Code II-3-020, Planning Commission alternate members shall be appointed by the mayor with the advice and consent of the city council.

SUPPLEMENTAL INFORMATION

I. Resolution to Appoint a Planning a Commission Member.

Respectfully submitted,



Lyle Gibson
Community Development Director

Review and concur,



Brigham Mellor
City Manager

CITY COUNCIL RESOLUTION NO. 2025-

**A RESOLUTION OF THE CITY COUNCIL OF FARMINGTON CITY APPOINTING
AN INDIVIDUAL TO SERVE AS A MEMBER OF THE FARMINGTON CITY
PLANNING COMMISSION.**

WHEREAS, the Mayor of Farmington City shall appoint members of the Planning Commission with the consent of the City Council; and

WHEREAS, Scott Behunin has initiated service as an Alternate member of the Planning Commission and has demonstrated interest in further serving the community and has been interviewed by the City Mayor and Planning Staff and found to be qualified to serve as a Planning Commission member; and

WHEREAS, the City Council desires now to appoint Mr. Behunin to serve as a Planning Commission member for a full term of up to 4 years;

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

Section 1. Appointment. Scott Behunin is hereby appointed to serve as member of the Farmington City Planning Commission. Mr. Behunin shall serve at the pleasure of the City Council and his appointment shall be subject to the ordinance, rules and regulations of Farmington City.

Section 2. Term. In accordance with Section 11-3-020 of the Farmington City Ordinances, the appointment shall be for a full term. This term is due to expire 12/31/2028 and may be extended upon reappointment of successive terms.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 18th DAY OF February 2025.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

By: _____
Brett Anderson, Mayor

FARMINGTON CITY – CITY COUNCIL MINUTES

February 4, 2025

WORK SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Alex
Leeman,
Councilmember Roger Child,
Councilmember Scott Isaacson,
Councilmember Melissa Layton,
Councilmember Amy Shumway,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,*

*Assistant Community Development
Director/City Planner Lyle Gibson,
City Planner/GIS Specialist Shannon
Hansell,
Assistant City Manager/City Engineer Chad
Boshell,
Finance Director Greg Davis,
Assistant Finance Director Levi Ball,
Planning Commissioners Frank Adams and
Tyler Turner.*

Mayor **Brett Anderson** called the work session to order at 6:00 p.m.

MANDATORY ANNUAL TRAINING

City Attorney **Paul Roberts** presented the annual mandatory open meetings training. Councilmembers should remember to take actions and conduct deliberations openly. The Legislature recently changed what defines a meeting to all of the following: a gathering of a quorum of a public body, convened by an authorized individual, following appropriate processes, for the express purpose of acting as a public body. It also includes receiving public comment about a relevant matter, deliberating a relevant matter, and taking action on a relevant matter.

Before 2024, it was called “discussing,” or talking about something in order to reach a decision or to exchange ideas. Now it is “deliberation,” or long and careful consideration or discussion, slow and careful movement or thought. New in 2024 was also that anti-predetermination is an element to be considered when defining a meeting. A quorum may not act together outside of a meeting in a concerted and deliberate way to predetermine an action to be taken by the body. **Roberts** has heard of County Commissioners discussing items before a meeting, and then voting in a meeting with no discussion. He cautioned Councilmembers to watch their email and text exchanges for this element.

Defining an electronic meeting was also new in 2024. If all members of a public body will be attending remotely, then an anchor location is not needed unless a member of the public requests it at least 12 hours before the meeting takes place. Electronic meetings are now permitted, so long as adequate notice is provided to all elected officials.

Closed meetings are only appropriate under certain circumstances including: legal advice; real estate; a person’s character, professional competence, and health; pending or imminent litigation; and the deployment of security devices, personnel, or systems. Items distributed during a closed meeting are considered “protected” under the Government Records Access and Management Act (GRAMA). Recordings are kept except in two circumstances: security devices/personnel, and a

person's character, professional competence, or health. Discussions in closed sessions should be kept confidential.

Agendas should be published 24 hours in advance, and items not on the agenda should not be discussed. Minutes are a simple record reflecting the substance of discussion as well as a summary of comments made by members of the public body. Names of people who give comment are required, but under State law, no other information is required. Pending minutes should be prepared within 30 days. Approved minutes should be posted within three business days on the City website.

Roberts told Councilmember that if their intentions are to openly conduct deliberations and take actions, they should be fine. If not, they should second guess themselves.

Regarding ethics, the public elects and trusts Councilmembers to make good policy decisions. The Council in turn appoints boards and employees, whom they trust to apply good policy and make good decisions. Self-dealing leads to bad policy.

Conflicts of interest can be both direct and indirect. A direct conflict of interest is when you are the applicant, or own a business directly regulated by the City. An indirect conflict of interest is when you, or a business you work for, receive compensation for assisting an applicant with a transaction. An associational conflict of interest is when a close friend or relative is an applicant.

To remedy conflicts of interest, Councilmembers should disclose and/or recuse. Disclosure can be made in writing to the Mayor in advance of a decision. Recusal is not legally required, but it is good practice. This would mean getting up and walking out of the meeting while that matter is being discussed. That means no participation or discussion of the matter in the public meeting.

Councilmembers should not accept gifts from applicants or those seeking to do business with the City. It is problematic to receive a gift that is offered to influence an action, decision, or vote. Non-pecuniary gifts worth less than \$50 are acceptable and do not include campaign contributions or awards for public service awarded publicly. These are all acceptable, but bribes are illegal. **Roberts** said the purpose of elected office is to serve the community, and he counseled Councilmembers not to lose sight of that. Officials abusing the public's trust while using their office for their own purposes is aggrandizement. It is unlawful to use power to substantially further personal economic interest or secure special privileges for others.

There are avenues to address ethical concerns, including consulting peers, **Mayor Anderson**, the City Attorney, or even the Utah State Political Subdivision Ethics Review Commission. Every Councilmember needs to be able to come to **Roberts**, who technically represents the City. He is obligated to report unlawful behavior such as stealing.

Roberts discussed the land use liability court case *Springdale Lodging v. Springdale*, (2024 UT app 83) that lasted five years. It was a zone change application for 2.5 acres of property in 2019. He said this case shows that Councils should allow applicants to be heard as well as advocate for their application. It is common in most cities to allow members of the public to speak for 3 minutes. However, land use applicants are not considered members of the public; instead, they are a party, and therefore allowed more time to speak. **Roberts** counseled Councilmembers not to text, especially amongst themselves, during a meeting.

City Planner/GIS Specialist **Shannon Hansell** presented a public notice map tool that she has been working on. It will be available on the Planning Commission website.

Councilmember **Scott Isaacson** would like to expand the State-prescribed public notice distance beyond 300 feet, if possible. City Manager **Brigham Mellor** said Farmington would need to make it standard for every issue. **Roberts** said expanding it beyond 300 feet would incur more time and expense. Communication Specialist **Jody Peeters** posts agendas on the City Facebook page.

ADJOURNMENT

Motion:

Isaacson made a motion to adjourn the meeting at 6:55 p.m.

All Council members voted in favor, as there was no opposing vote.

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

REGULAR SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Alex
Leeman,
Councilmember Roger Child,
Councilmember Scott Isaacson,
Councilmember Melissa Layton,
Councilmember Amy Shumway,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,*

*Assistant Community Development
Director/City Planner Lyle Gibson,
City Planner/GIS Specialist Shannon
Hansell,
Assistant City Manager/City Engineer Chad
Boshell,
Finance Director Greg Davis,
Assistant Finance Director Levi Ball,
Former Police Chief Eric Johnsen,
Police Chief Austin Anderson, and
Building Official Eric Miller.*

CALL TO ORDER:

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

PRESENTATION:

Student Spotlight: Liam Griffin

Coach **Stan Allen** nominated **Liam Griffin** for this honor. **Liam** strives to improve himself, strengthening his arm so he can pitch. He is the “consummate team player,” providing words of encouragement and support to his teammates. He plays any baseball position he is asked to play, always with a smile. As one of the smallest players in the 3rd/4th Grade League, he has one of the biggest hearts.

Recognition of Eric Miller

Former Police Chief **Eric Johnsen** presented this agenda item recognizing Building Official **Eric Miller**. **Johnsen** presented **Miller** with a flag that has flown over the Police Department for the past year in recognition of his contributions to his department. Although **Miller** is not a resident of Farmington, he should be for all the many hours he spends in the City. The building housing the Police Department is old, and the employees there appreciate his attentiveness and support.

Mayor Anderson presented **Isaacson** with a gift for his enthusiasm serving as the City’s representative on the Mosquito Abatement Board. It is a mosquito encased in amber.

Introduction of New Police Chief Austin Anderson, badge pinning and administration of Oath of Office

Johnsen said when he took the oath of office 2.5 years ago at the height of his career, it was a great time to be a cop, despite what the media said. After being in the Police Department for more than 20 years, he knows it is not easy being a family member to a police officer. The job

takes a little bit of your soul every day. As the large audience rose to their feet in applause, he said it has been a privilege to be a police officer in Farmington.

Johnsen introduced new Police Chief **Austin Anderson**. His wife, two sons, and one daughter pinned the insignia on his collars. City Recorder **DeAnn Carlile** administered the oath of office.

Anderson addressed the audience, which had officers from several different jurisdictions in attendance. He spoke of unity, pride, family, and taking the department to new heights. He would like to raise the bar and standard higher than it has ever been raised. He would like Farmington to be a “destination department,” meaning people want and fight to be part of their team.

Inauguration Debrief from Police Department

Four Farmington police officers had the opportunity to provide security at President **Donald Trump**’s recent inauguration in Washington D.C. They physically stood guard for 12 hours in 19 degree weather (with a wind chill of 10 degrees) along the parade route from the White House to the Capitol to secure the motorcade. They said it was a once-in-a-lifetime opportunity, even though the weather was terrible. While immersing themselves with thousands of officers from outside agencies, they were able to see how others do things. For example, DC Metropolitan Police aren’t allowed to be proactive in their patrols. Their world has changed, and they are only able to respond to calls.

Fiscal Year 2024 Annual Comprehensive Financial Report (ACFR) and Audit Report Review and Acceptance

Finance Director **Greg Davis** presented this agenda item. 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. This is the third audit they have performed for Farmington. It started in September and concluded in December with the financial report.

Ron Stewart addressed the Council via Zoom. They considered three things including if finances are correct; internal controls are effectively working; and state compliance. They make sure that checks match invoices for the proper period, pull invoices to look at different balances, evaluate internal controls, and do analytical reviews. They also review budgetary compliance, government fees, and cash management, which is what the State Auditor has asked them to do. Farmington’s controls are working effectively. They issued an unmodified opinion, which is the best the City can receive for meeting standards.

Stewart pointed out that any city’s unrestricted fund balance is not to exceed 35% of total revenue, and Farmington exceeded that. If there is going to be a finding, that is the one to have because the funds can be used for capital projects. The State requires cities to have so much insurance with a treasurer’s bond, and Farmington now needs an increased amount.

Davis said some of that fund balance can be moved to other funds. It is hard to predict where everything will land at the end of the fiscal year, or he would have moved some of it over to the capital improvement fund, particularly for fleet replacement. **Davis** said Farmington has requested a quote to bump up the treasurer’s bond; the new policy will start in March.

PUBLIC HEARING:

Schematic Subdivision Plan, Preliminary Planned Unit Development (PUD) Master Plan and Development Agreement (DA) – The Ana at approximately 1000 N. 650 W. (formerly The Ivy)

Planning and GIS Specialist **Shannon Hansell** presented this agenda item for the 6.5-acre PUD at 1000 N. Shepard Park Road. Originally proposed as The Ivy in 2022, this project has 75 townhomes. Assistant Community Development Director/City Planner **Lyle Gibson** said the boundary and fence issue with Symphony Homes to the north has been resolved.

Councilmember **Amy Shumway** said she recently spoke to **Russell Wilson** with Symphony Homes, who said they are O.K. with this application because the developer is going to take care of the back of it and put a fence in. The developer would follow the Council's recommendation. She feels bad that The Ana has to take care of a park strip and put a fence up.

Hansell said it is a better alignment. While double frontage lots are prohibited in the subdivision ordinance, it is addressed in the Development Agreement. The driveway to the home on the corner isn't in conflict with Farmington ordinances.

Applicant **Chase Freebairn**, representing Cole West, addressed the Council. He realizes the unique circumstances, respects Symphony to the north, and feels things have been resolved. The 2017 Master Plan shows this alignment. He wants to make sure the Council doesn't have a problem with the Homeowner's Association (HOA)-maintained park strip abutting Symphony. They would be happy to look at landscaping and trees. They have no agreement in writing with Symphony for the fencing along the north side.

Councilmember **Alex Leeman** said last he heard from Symphony via email, there would be a 10-foot landscaping buffer and masonry fence. **Freebairn** said that is not what he had in mind, and he wished Symphony would call him. Moving the road alignment would have ramifications on not just their own project, but on others as well. This has been part of the City's Master Plan for a long time. They are willing to add landscaping in order to soften it, but not shift it 10 feet. They were planning a 7.5-foot park strip and a sidewalk right up to the property line, to be maintained by the HOA.

Gibson said Staff thinks there is no need for a 10-foot buffer because this is a residential use, not a commercial one.

City Manager **Brigham Mellor** said the problem is the double frontage lots and who takes care of the landscaping on the back. The applicant said the HOA would. The alternative is to have the sidewalk curb-tight, which becomes a problem when the snow is plowed. The City prefers wider park strips for planting more robust trees. **Leeman** said he agreed, and he would rather see trees than landscaping against a fence.

Freebairn said they do intend to landscape, as they don't like a plain, blank wall. It will be more than just gravel or sod. The landscaping should complement the housing project and surrounding residential, which is a lot cheaper than a sound wall.

City Attorney **Paul Roberts** said it is difficult to ask the developer the change plans, and it puts pressure on them to get the deal done.

Leeman asked about the possibility of residents putting in their own preferred fence. **Freebairn** said it is easiest and most logical to match fencing that is already there, dress up the park strip, and have the HOA maintain it. Regarding the proposed pickleball courts, it is not their intention to have them be open to the public. Legally, it would be a private entity that has to follow City ordinances for lighting, and it would be managed by the HOA.

Freebairn said parking would be inside garages first, with the possibility of spilling into driveways, which would have two 18-foot long stalls for every unit. There would also be a north central overflow area. He noted that there is nothing prohibiting parking on a public roadway. He said there is already ample parking there now, and most cities are over-parked in their ordinances. Parking cuts out green space.

Mayor Anderson opened the Public Hearing at 8:13 p.m.

Damon Martin said he is involved in construction, and he feels this project has limited green spaces for that many families. He lives in a similar complex that doesn't have enough green space.

Sheri Dye moved from Salt Lake to Farmington and has served as a county delegate. She doesn't want Farmington to become like downtown Salt Lake City and is supportive of affordable growth.

Mayor Anderson closed the Public Hearing at 8:16 p.m.

Freebairn said the project has Scandinavian themed architecture that should fit in well in this new, up-and-coming part of Farmington. The price point is difficult to set until hard costs are dialed in. However, their goal is the \$400,000 to \$475,000 range. In the last two years, they have seen construction costs follow inflation.

Shumway said she was surprised to see four-bedroom units. **Freebairn** said three is the standard, and four allows families to stay longer. Councilmember **Roger Child** said having lots of stairs will push older people out of them eventually.

Hansell noted that the Planning Commission did make a condition that the Development Agreement have an updated fee for moderate-income housing, as the one in the packet is from 2022. **Gibson** said the formula used to calculate the fee in the ordinance remains the same. This is the only project to successfully use the formula before the Council. The inputs such as interest rates change over time based on sold product in a certain period of time. If houses are selling for more or less than they were in 2022, interest rates being higher could change the whole thing.

Child said he is happy to see things happening out there, and it has been a long while since it was approved. It is nice to see things come out of the ground. He prefers no space between the fence and the sidewalk because it is difficult to maintain. Larger park strips are good for snow pushed off the side of the street. It will sell quickly if it is in the \$400,000 price range.

Shumway said she would like the fence addressed, and the fee is close enough and in the ball park to be approved as-is.

Motion:

Leeman moved that the City Council approve the schematic subdivision plan, preliminary PUD master plan and Development Agreement for The Ana, subject to all applicable Farmington City development standards and ordinances, and the following Conditions 1-2:

1. Language be added to the Development Agreement to ensure that maintenance of the park strip on both sides of 1015 North Street be the responsibility of the HOA set up for The Ana, sticking with measurements and dimensions in the schematic subdivision plan.
2. Developer is responsible for the construction of fencing along the northern property line along the 1015 North Right-of-Way abutting Symphony Homes Hidden Farms Subdivision, compatible with the fence already there, trying to match as best as possible.

Findings 1-5:

1. The project follows the East Park Lane Small Area Master Plan.
2. The project complies with the City’s General Plan and zoning ordinances for the Commercial Mixed Use (CMU) zone.
3. 1015 North will be constructed concurrent with The Ana. 1015 North provides a connection from Main Street to Shepard Park Road (700 West) and eliminates dead-ends longer than 1,000 feet.
4. The project completes the connection of Shepard Park Road from Shepard Lane to Lagoon Drive.
5. The project was previously approved by the City Council in 2022 with the same proposal.

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

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

Leeman left the meeting at 8:27 p.m.

Amend the Rice Farms Planned Unit Development (PUD) overlay to allow Internal Accessory Dwelling Units (IADUs) on lots smaller than 6,000 square feet

Gibson presented this agenda item. While the State mandated allowing IADUs a few years ago, they also allowed cities limiting tools. Farmington IADUs wouldn’t be allowed if the lot is under 6,000 square feet; otherwise they would be allowed. In this case, the Rice Farms subdivision has large enough homes with enough parking to have IADUs, but their lots are not large enough. Many of the homes are built with separate entrances. Because Rice Farms is a PUD, it can be looked at separately from the entire City; it may be a case study that could be expanded throughout the City in the future. After holding a public hearing, the Planning Commission voted in favor. Any IADUs would still have to meet other standards in the ordinance such as parking, on-site owner occupancy, etc. Since it is part of an HOA, the HOA will have to approve it separately as well.

Applicant **Jourdan Biesinger** said the Rice Farms HOA has 37 homes and townhomes. Her home is 4,200 square feet with seven bedrooms, two full kitchens, separate entrances and laundry rooms, a two-car garage, and a driveway large enough for two cars. She didn't realize that her property didn't meet the square footage requirements for an IADU, which can provide affordable housing options.

Mayor Anderson opened the Public Hearing at 8:35 p.m.

Damon Martin addressed the Council, saying he has lived in the same community for six years, and his home is 3,000 square feet with a finished basement. He has no objections.

Jeff Bevan (782 S. Rice Road, Farmington, Utah) said that while his home is well suited for an IADU, he is unlikely to use it as that. However, he is in favor. He has lived in Farmington for 16 years. The requirements that the owner must live on site and live in it for at least two years keeps things residential and prevents investors. The HOA rules prohibit parking in the street. This provides the balance of responsible ownership.

Mayor Anderson closed the Public Hearing at 8:39 p.m.

Shumway applauded the applicant for helping the Council realize that ordinances may not be one-size-fits-all. She is in favor of this, especially with housing costs so high. It is great to ask questions and follow the process. **Mayor Anderson** said it will be interesting to test this in an area that is interested. **Isaacson** said this makes sense, and the Council seems to all be in favor.

Child said that following the process is really good, as many residents go ahead and do it without permission. He is a strong proponent of personal property rights, and is therefore in favor of granting the applicants this opportunity. The HOA will help police parking issues. The fact that they must be owner-occupied solves any landlord issues.

Motion:

Isaacson moved that the City Council approve the enabling ordinance (enclosed in the Staff Report) amending the Rice Farms PUD overlay to allow IADUs on lots less than 6,000 square feet within this development, subject to all applicable Farmington City standards and ordinances.

Findings 1-2:

1. The impact of an IADU on a lot less than 6,000 square feet is the same (or minimal) as compared to other lots within the Rice Farm PUD, so long as the property owner is able to meet all other IADU standards (i.e. parking, owners must live on-site, etc.) set forth in the Farmington City Zoning Ordinance.
2. The deviation to the standard of the underlying zone is limited to the Rice Farms PUD and does not apply to the rest of the City.

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

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

Schematic Subdivision for the Miller Meadows Phase 10, approximately 400 South 555 West

Gibson presented this agenda item. The property is zoned Agricultural Estates (AE) with a minimum lot size of 1 acre. Under this scenario, the two-acre property yields two lots. If the property becomes part of the Miller Meadows subdivision as proposed, two more lots are possible because the overall Miller Meadows project did not use all the lots in its half-acre yield plan. Phase 1 final plat of the Miller Meadows conservation subdivision was recorded on November 10, 2004. The six-lot total proposed in the schematic plan is made possible via a Transfer of Development Right (TDR) transaction with the City for the last two lots. Six 1/3-acre lots are proposed, with three on each street.

Applicant **Brock Johnston** (1157 Gullane Circle, Syracuse, Utah), a 45-year resident of Syracuse, said the proposed lot sizes are similar to those in surrounding areas on lots built for the last 18 years.

Mayor Anderson opened and closed the Public Hearing at 8:48 p.m. as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Child moved that the City Council approve the Miller Meadows Phase 10 schematic plan (enclosed in the Staff Report) subject to all applicable development standards and ordinances.

Findings 1-2:

1. The average Phase 10 lot size is comparable to lot sizes in other phases of the Miller Meadows subdivision.
2. Phase 10 provides better local street circulation for the area by connecting Cottle Lane to Miller Meadows Phase 7.

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

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

BUSINESS:

Zone Change , TDR Agreement, Schematic Subdivision Plan, and Development Agreement – Farmstead Subdivision at approximately 675 S. 1525 W.

Gibson presented this agenda item for this project which is in the southwest part of town off 1525 West. The proposed 30-lot subdivision would match the zoning of the properties to the north. Neighbors have voiced concern with traffic and lot size. The applicant has come back with 28 lots, dropping two to make each a little larger. Dropping two lots makes it so the amount per TDR lot drops. The costs are roughly the same for both iterations, but the developer would sell fewer lots and therefore not be able to purchase the TDRs for as much as previously negotiated. The \$19,400 would drop \$10,000 per lot under the 28-unit iteration.

Isaacson said he has been concerned about the water table in this area. Being very close to the flood zone would require sump pumps and drainage systems. He wants to make sure the City is as protected as it can be, and has done everything under the law it can do to ensure this property is protected from being flooded. He wants it on the record that Farmington looked at these issues and did all they could do. Every three years, he gets 2 to 3 feet of groundwater that he has to pump to the spring.

Gibson said the applicant is interested in doing basements, but until they get more studies, they won't know if it is possible or not. **Mellor** said there may be a criteria to build up the property in order to have basements.

Assistant City Manager/City Engineer **Chad Boshell** said geotechnical studies will help determine the base elevation that has to be met. They may have to build up the subdivision to match Flatrock, which was raised 5 feet. The City requires developers to do certain things in the floodplain. A new study of the Great Salt Lake, which has been in the works for six years, may change things.

Gibson said that at public hearings, the public has mentioned water issues, and worries that this development could make it worse. There is yard drainage in Flatrock, and this development proposes the same.

Boshell said surface water drains to the existing drainage to the south. The crossing under the West Davis Corridor is sized to handle this new development. He worries that building up the Great Salt Lake will bring others into the floodplain, and he has contacted the state to figure out what they are predicting for floodplain. On-site detention is not being required, as Staff wants their water out to the lake before everyone else's gets to them. Staff will work with engineers to determine elevations, and if the applicant violates those, that will be on them.

Roberts said the City would not be legally responsible for such flooding, but sometimes cities take responsibility due to public clamor. The City should rely on geotech engineers to review the plans, and likewise rely on their stamped plans. There is nothing the Council can do to prevent public clamor, but they can follow the code.

Isaacson said that although he was not present at the meeting to hear all the public comments, he read the minutes and responded to emails. There is not much a difference between 28 and 30 lots when it comes to traffic and the other issues the public brought up. However, there is a difference for the developer and the City when it comes to the price offered for the TDRs. Thus, he is in favor of 30 lots. He is amazed that a developer wants to put single-family homes next to a freeway, where storage units, warehouse, large apartment buildings, and transitional zoning is typically found. The neighbors should feel lucky that higher density is not being proposed.

Shumway said she has lost sleep over this issue. Residents don't typically talk about lots in square footages, but rather acreage. When she calculated it, they are a third of an acre. As such, she is willing to approve 30 lots.

Layton said she likewise lost sleep over this. The developer is proposing beautiful, big homes that are not typically seen so close to a freeway. The City loses significantly between the 28- and 30-lot configuration.

Child said the lots along the freeway would be ideal for Detached Accessory Dwelling Units (DADU) as a buffer to the single-family homes. He is fine with the 30 lots. However, if the lots were a bit bigger, DADUs could be placed in the back of those homes.

Motion:

Child moved that the City Council approve the rezone of 15.5 acres from Agricultural Very Low Density (AA) and Agriculture (A) to AE, the TDR Agreement for 17 TDR lots, the 30-lot Schematic Subdivision Plan, and the Development Agreement for the Farmstead Subdivision, subject to all applicable Farmington City development standards and ordinances.

Findings 1-4:

1. One of the purposes of the conservation subdivisions is to provide greater design flexibility and efficiency, and diversify lot sizes as a benefit to more residents; this plan supports that purpose.
2. The plan supports open space initiatives which benefit the City as a whole, such as Ivy Acres park, Tom Owens/Rock Mill Park, and the Regional Park.
3. The agreement contemplates a value based on a previously reviewed understanding of profit to the developer for the additional lots.
4. The additional lots in the subdivision are compatible with other lots in the AE zoning district.

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

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

Council determination of disbursements of need-based utility assistance fund

Roberts presented this agenda item. This fund was established a year ago and has grown a bit to \$830. **Mayor Anderson** said the City hasn't found a way to make it easy for residents to donate to this fund. It is difficult because people who use auto pay can't round up. But he isn't convinced yet that it can't be done. **Roberts** said the fund could grow if it was advertised better. He was expecting it to get up to \$1,000 by the end of the fiscal year. He now wants guidance from the Council on if and how to disperse this money.

Shumway said it should be dispersed, especially since there has already been a request. Changes can always be made in the future if necessary. She is hesitant to pay toward the sewer district since the City only handles their billing. She proposes covering a maximum of six months' worth of utility bills. Any changes can be reviewed after that.

Isaacson noted that often residents are already behind on their utility bill before they ask for help. **Carlile** said it is renters that typically ask for assistance paying their utility bills. **Roberts** said Farmington is trying to switch utility bills to go only to landowners rather than renters. Farmington is going to use the organized Home Energy Assistance Target (HEAT) rules to qualify for help on Farmington utility bills. **Isaacson** said it needs to be easier and more public.

Motion:

Shumway moved that the City Council provide direction to City Staff related to the disbursement of funds in the need-based utility trust account, as follows:

1. Provide up to 6 months of full bill
2. Come back and reevaluate

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

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

Main Street (Park Lane – Shepard Lane) Federal Aid Agreement

Boshell presented this agenda item. Farmington has been working with Davis County, the Utah Department of Transportation (UDOT), and the Wasatch Front Regional Council (WFRC) to widen and construct improvements along Main Street for sections of road between Park Lane and Shepard Lane. Due to inflation, funding this project has been challenging, but is now fully funded as follows: \$7.9 million in federal money through the WFRC; \$1 million in federal Transportation Alternatives Program (TAP) money through UDOT; \$3.5 million in Davis County funds; \$562,616 in UDOT funds for asphalt overlay; and \$574,073 in federal matching funds from Farmington City. The agreement describes roles and responsibilities in administering federal funds, and ensures that design and construction requirements are met.

A change needs to be made, as there was an error showing \$4.31 million from the local government fund. This was an error because it was double counting funds. The WFRC will change this later this week and UDOT will update the contract to \$3.5 million. Farmington asked the WFRC to transfer funds from Innovator and the business park to this project.

The City has various financial obligations with this agreement. The first is the \$547,073 federal match, some of which has been paid and some is currently budgeted. Farmington has already designed the project, and there is one remaining property owner that the City still needs to purchase the Right of Way (ROW) from.

The second obligation is the \$3.5 million in funds awarded to the City from Davis County. The City will be entering into an agreement with Davis County detailing the use and reimbursement of these funds. The third obligation is that if the project overruns the budget, the City will be held financially responsible. There is a significant contingency fund in the estimate, as well as funding to prevent this. **Boshell** said that this has taken a lot of time and a lot of politics to get done. It is anticipated that construction will begin in the Spring of 2025.

Motion:

Layton moved that the City Council approve the supplemental federal aid agreement with UDOT for the Main Street Widening Project on the condition that the local government fund is changed to \$3.5 million and authorize Chad Boshell to sign the electronic agreement.

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

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

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Consider approval of the agreement and award of the Lower Farmington Creek Trail Project. The contract is with Mecham Brothers to construct the project in the amount of \$298,354. **Mellor** said this item will be pulled tonight, as there is some bad news from the Forest Service that needs to be worked out. This may not be coming back for another year. **Isaacson** said he noticed that there was nothing in the agreement asking for the contractor to be licensed and bonded, so that should be checked once it comes back. **Boshell** said it may be in the bidding documents, as bids cannot be accepted without it.
- Item 2: Main Street (Park Lane – Shepard Lane) Davis County Interlocal Agreement. The City applied for a grant from the Davis County 3rd Quarter grant application. The Davis County Council of Governments awarded the City \$3.5 million for the project.
- Item 3: Approval of January 21, 2025, Minutes.

Motion:

Child moved to approve the Summary Action list Items 2-3 as noted in the Staff Report.

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

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

GOVERNING BODY REPORTS:

City Manager Report

Mellor asked Councilmembers to check their calendars for a March 29 Saturday morning retreat that will be close to home. He wants the new police chief to be there. He also asked for Councilmember input for replacing chairs used behind the lectern.

Mayor Anderson and City Council Reports

Layton mentioned that the Communities That Care (CTC) has been working with Parents Empowered to launch a spring campaign. It may be nice to mention it in the April newsletter.

Shumway noted that there is a new candy shop at Lagoon. **Mellor** said that there may be some future reconfiguration of the drop-off location at Lagoon, making it so it won't be on the road anymore.

Isaacson said he wants to discuss TDRs at the future retreat or during a work meeting. If TDRs are dedicated to parks and open space, he wonders if there will ever be any moderate-income housing. He said "Innovation Park" may be a good name for the new City park.

Shumway said the flower box made of railroad ties at Heritage Park is deteriorating, and there should be funds to replace that. She asked who maintains the long fenced area heading to Zions Bank on Main Street, as there has been a lot of dog excrement in the bark there.

Shumway also asked if the City has considered offering an RV dump station to residents. **Mellor** said the only place it makes sense is the Public Works facility. Because plans are not solidified for the salt shed yet, there is still some uncertainties of where to locate a dump station.

Shumway said the State Legislature is discussing changing some requirements with the municipal tourism tax that Farmington may want to look into, considering the new Western Sports Park (WSP) will open soon. **Mellor** said it is based on a certain percentage of hotel units compared to housing units, and he is not sure if it would apply to Farmington. It does apply to Moab, St. George, Park City, and Salt Lake City.

Shumway said a future Sunset State Park from Bountiful to Farmington has been put on a federal list, so there has been some movement. For it to be successful, the City may need to issue a letter of support in the future. It could become a big enforcement issue.

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 9:54 p.m.

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

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

DeAnn Carlile, Recorder