

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

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, May 20th, 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](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so to [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov)

### **WORK SESSION – 6:00 p.m.**

- Consolidated Fee Schedule Discussion
- Park naming discussion

### **REGULAR SESSION – 7:00 p.m.**

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

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

#### **PRESENTATIONS:**

- Musical number by Pizzicato

***Motion adjourning to the Local Business Authority meeting. (See LBA Agenda)***

***Motion to reconvene the City Council Meeting***

#### **BUSINESS:**

- I-15 Reconstruction Master Agreement [page 3](#)
- Multiple Zone Text amendments to chapter 11-17 Section 11-2-020 [page 17](#)
- Zone Text amendment allowing for the consideration of accessory structures in the rear yard as a Special Exception. [page 23](#)

#### **SUMMARY ACTION:**

1. Monthly Financial Report [page 29](#)
2. Resolution updating the Policies and Procedures of the Farmington City Planning Commission [page 30](#)
3. Interlocal Agreement for Fire Protection Services in Fruit Heights [page 42](#)
4. Approval of Minutes 05.06.25 [page 49](#)

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

- City Manager Report
- Mayor Anderson & City Council Reports

#### **ADJOURN**

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov) and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn). Posted on May 15, 2025*

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: I-15 Reconstruction Master Agreement

PRESENTED BY: Chad Boshell

DEPARTMENT: Engineering

MEETING DATE: May 20, 2025

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Chad Boshell, Assistant City Manager  
**Date:** May 20, 2025  
**Subject:** **I-15 Reconstruction Master Agreement**

### RECOMMENDATION(S)

Approve the master agreement for 3<sup>rd</sup> party work with UDOT for the I-15 Reconstruction project.

### BACKGROUND

City Staff have been meeting regularly with UDOT to discuss the I-15 Reconstruction project design and how it affects City infrastructure. The project crosses many City storm drain and water lines that will need to be relocated, cased, and improved. UDOT wants to enter into a master agreement that sets forth the process to have a third-party contractor design and construct the work. The agreement dictates the process of design, review, and approval; establishes contact information; cost responsibilities; and it establishes that agreements for individual projects are to be supplemental agreements to this master agreement. City Staff and the City Attorney have reviewed the master agreement and recommend approving it with UDOT.

### SUPPLEMENTAL INFORMATION

#### 1. Agreement

Respectfully submitted,



Chad Boshell, P.E.  
Assistant City Manager

Review and concur,



Brigham Mellor  
City Manager

## **FARMINGTON CITY MASTER AGREEMENT UT17**

**THIS MASTER AGREEMENT** is made by and between the **Utah Department of Transportation**, ("UDOT"), and **Farmington City**, a political subdivision of the State of Utah, ("City"). Each as party, ("Party"), and together as parties, ("Parties").

### **RECITALS**

**WHEREAS**, UDOT is preparing to request proposals for and award a design-build contract for the highway project identified as Project Number S-R199(343), I-15 Reconstruction; Farmington to Salt Lake City in Davis and Salt Lake Counties, Utah, ("Project"); and

**WHEREAS**, the design-build contractor will complete the design and administer construction of the Project ("Design-Builder"); and

**WHEREAS**, UDOT has identified City facilities ("Facility or Facilities") within the limits of the Project which may necessitate the relocation, protection, or adjustment of the Facilities, ("Third-Party Work"); and

**WHEREAS**, the City desires for UDOT to design and perform the Third-Party Work on the Facilities necessitated by the Project; and

**WHEREAS**, the City will perform the necessary design review and inspection to accommodate the Project; and

**WHEREAS**, for the purpose of expediting any required Third-Party Work and reimbursement, the Parties are entering into this Master Agreement with the understanding that future Supplemental Agreements to this Agreement will be entered into covering the specific Third-Party Work to be accomplished by UDOT for each specific impact location.

**THIS AGREEMENT** is made to set out the terms and conditions for the Third-Party Work that shall be performed.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, the Parties agree as follows:

**1. PROJECT RESPONSIBLE FOR COST**

UDOT is responsible for 100% of the cost of the Third-Party Work of Facilities, if consistent with Utah Code § 72-6-116(3)(a) and Utah Administrative Code R930-8.

**2. CONTACT INFORMATION**

UDOT's Project Representative is John Bangle, Utility and Railroad Leader, telephone number (801) 867-6764, and e-mail [jbangle@utah.gov](mailto:jbangle@utah.gov), or their designated representative, as assigned.

UDOT's Resident Engineer is Trent Beck, telephone number (435) 327-1185, and e-mail [tbeck@utah.gov](mailto:tbeck@utah.gov), or their designated representative, as assigned.

UDOT's Field Representative is Brad Williams, telephone number (801) 232-6314, and e-mail [brad.williams@hdrinc.com](mailto:brad.williams@hdrinc.com), or their designated representative, as assigned.

City's contact person is Chad Boshell, telephone number (801) 939-9287, and e-mail [cboshell@farmington.utah.gov](mailto:cboshell@farmington.utah.gov).

After awarding the Project, UDOT will provide the City with the Design-Builder contact information, ("Design-Builder Project Representative").

**3. AUTHORIZATION FOR DESIGN WORK**

In order to facilitate coordination and obtain technical information about the Facilities and City requirements for inclusion in this Agreement and the Project Request for Proposals, UDOT gave the City authorization for preliminary design engineering on October 31, 2024.

**4. SUBSURFACE UTILITY ENGINEERING**

UDOT has performed Subsurface Utility Engineering (SUE) within the limits of the Project. Additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project will be reviewed with the City.

**5. PROJECT COORDINATION**

During the development of the Project design, the City and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Facilities can be avoided.

If Third-Party Work is required by the Project, UDOT will be responsible to identify the conflicts and to design and construct the Third-Party Work. The City will perform the necessary design reviews prior to the start of Third-Party Work. UDOT's Resident Engineer will be responsible for coordinating with other third-parties as it relates to Facilities.

**6. CITY REQUIREMENTS**

UDOT will comply with the following City requirements:

- a. 3 weeks to provide comments on over the shoulder design/concept reviews
- b. 4 weeks to provide comments on 90% and 100% design milestone reviews
  - i. 2 weeks to review updated design plans and close comments
- c. City will obtain Development Review Committee (DRC) review and approval through the design process
- d. 2 weeks to review and provide comments on agreements
- e. 3 weeks for agreement approval and signature
- f. RFC design plans and agreements require City Council approval
  - i. City Council meetings are typically held on the first and third Tuesdays of each month
  - ii. Items for inclusion on the City Council agenda must be provided to the City 10 calendar days prior to the meeting
- g. Minimum 1-week notice for City road closures
- h. 1-week notice, in writing, for water shutoffs. City will notify the affected public 24 hours in advance
- i. UDOT will supply as-constructed plans, in PDF and GIS shapefile format, upon completion of any required Third-Party Work

**7. UDOT TO DESIGN AND CONSTRUCT THIRD-PARTY WORK**

UDOT will schedule and meet with the City to review the design and scheduling of the Third-Party Work to ensure maximum lead time for advance order of materials and workforce scheduling.

- a. UDOT will design the Third-Party Work in accordance with City's standards regularly followed by the City in its own work and not considered a betterment.

In the event of a conflict between UDOT and City standards, the higher standard will be applied. The City standards in effect at the time of the signing of this Agreement shall be the standards required for this Project.

- i. Follow City standards: [https://farmingtoncity.wpengine.com/wp-content/uploads/2023/06/developmentstandards2016\\_3\\_21-1-1.pdf](https://farmingtoncity.wpengine.com/wp-content/uploads/2023/06/developmentstandards2016_3_21-1-1.pdf)
- b. UDOT will secure permits required for Third-Party Work.
- c. UDOT will notify the City at least **2 business days** in advance of beginning any Third-Party Work covered by any Supplemental Agreements, to allow the City time to schedule an inspector to be present during the Third-Party Work. Subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis.

## 8. **RIGHT-OF-WAY**

The City shall submit to UDOT all conveyances, vesting documents, or other evidence of title to real property related to the potential relocation of Facilities as early as possible.

Any easements or replacement right-of-way required in conjunction with the Third-Party Work will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-8.

## 9. **BETTERMENT WORK**

If the City desires to include betterment work in the Project at any specific location, UDOT may agree to the betterment work provided the difference in costs between the functionally equivalent required Third-Party Work and the City's desired betterment work shall be at the sole cost of the City, and the betterment work can reasonably be accommodated without delaying the Project. UDOT has the sole discretion to determine whether the betterment work will be included in the Project. Betterment work, including details and costs for accommodating the betterment work, will be addressed by a separate local government betterment agreement between UDOT and the City.

Once a Design-Builder has been selected by UDOT, any betterment work not previously requested will be negotiated directly with the Design-Builder and UDOT.

## 10. **SUPPLEMENTAL AGREEMENTS**

UDOT and the City shall enter into Supplemental Agreements to cover Third-Party Work at specific Project locations. UDOT will provide design plans and Third-Party Work schedules for review and approval by the City prior to start of the Third-Party Work. A copy of the format of the proposed Supplemental Agreement is marked Exhibit "A" that is incorporated by reference.

The City will review and provide comments within 2 weeks of receiving the agreement. Third-Party will process for signature, approved final Supplemental Agreement **within 3 weeks**.

In the event there are changes in the scope of the Third-Party Work, extra Third-Party Work, or changes in the planned Third-Party Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the changes or additions.

**11. CITY TO NOTIFY UDOT**

The City's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site for verification of inspecting Third-Party Work. The City's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

**12. INSPECTION**

The City shall provide on-call engineering support by the City engineer or appropriate representative for design review, schedule coordination, or to correct or clarify issues during Third-Party Work, and to perform the necessary inspection on the Facilities installed by UDOT.

- a. The City engineer and/or inspector shall work with and through UDOT's Project and Field Representative and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so. UDOT will accomplish the Third-Party Work on Facilities in accordance with the plans and specifications provided and/or approved by the City, including changes or additions to the plans and specifications, which are approved by the Parties hereto.
- b. The City shall immediately notify UDOT's Project and Field Representative of any deficiencies in the Third-Party Work on the Facilities. The City shall follow up with written detail to UDOT's Project and Field Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to City concerns within 24-hours of written notification.
- d. The City, through its inspection of the Third-Party Work, will provide UDOT's Project and Field Representative with information covering any problems or concerns the City may have with acceptance of the facilities upon completion of the Third-Party Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Third-Party Work does not relieve the City of its duty in the performance of the Third-Party Work or to ensure compliance with acceptable standards.



13. **DAILY RECORDKEEPING**

UDOT and the City will each keep daily records of onsite activities. The City's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or their authorized representatives and by the City or its authorized representatives. Copies of the daily records shall be retained by the Parties to this Agreement.

14. **REIMBURSEMENT**

UDOT will not reimburse the City for costs incurred by City personnel for design review, observation, inspection, and operation of valves performed as part of their regularly assigned duties. Should it become necessary for the City to procure outside professional services to perform design review, observation, or inspection to accommodate the Third-Party Work and Project schedule, the City shall notify UDOT. Upon concurrence by UDOT, a Supplemental Agreement for the cost of the services will be executed at which time the City may procure outside services through appropriate procurement. The City shall determine any need for outside professional services prior to providing estimates and include these costs in the estimates. UDOT will not reimburse for any testing, as UDOT will perform the required testing.

15. **SUBMITTAL OF ITEMIZED BILLS**

The City shall submit itemized bills covering the actual costs incurred for outside services to perform design review, oversight, and inspection work covered by Supplemental Agreements to:

UDOT Contracts and Compliance Specialist  
constructionpayments@utah.gov  
or hard copy mailed to  
4501 South 2700 West  
Construction Office, Box 148220  
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project number, Supplemental Agreement number, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement and be submitted to UDOT within **6 months** following completion of outside services by the City on the Project. Otherwise, previous payments to the City may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the City within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the City to submit final billings within **6 months** of the completion of outside services will result in UDOT's disallowance of that portion of outside services performed by the City.

16. **SALVAGED MATERIALS**

All materials from existing Facilities which are recovered by UDOT while performing the Third-Party Work and not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

17. **RIGHT TO AUDIT**

UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of outsides services covered herein for a minimum of 3 years after final payment is received by the City from UDOT.

18. **ACCEPTANCE AND MAINTENANCE**

UDOT will provide notification to the City for acceptance of the Third-Party Work upon completion of the final inspection. City will have **60 days** to respond in writing to UDOT with any additional comments in regards to the Third-Party Work. After 60 days, the City accepts the Third-Party Work. Upon completion of the Third-Party Work of Facilities by UDOT, the City will accept, own, and maintain Facilities. The City shall be the sole owner of the Facilities upon completion of the Project unless otherwise agreed to by the Parties. To the extent it may lawfully do so, City further agrees to relieve UDOT from any responsibility or liability that may result from its new Facilities or the operation thereof.

19. **ACCESS FOR MAINTENANCE**

Access for maintenance and servicing of Facilities located on the right-of-way of the Project will be allowed only by permit issued by UDOT. The City will obtain the permit and abide by conditions thereof for policing and other controls in conformance with Utah Administrative Code R930-7. If access during the Project is needed, the City shall coordinate access with the UDOT Resident Engineer.

20. **INDEMNIFICATION**

UDOT and the City are both governmental entities subject to the Governmental Immunity Act. Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act.

The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

**21. MISCELLANEOUS**

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.
- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this Agreement is the date this Agreement is signed by the last Party.

\*\*\*\*\*

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers.

**ATTEST:**

**Farmington City**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

(IMPRESS SEAL)

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**Recommended For Approval:**

**Utah Department of Transportation**

\_\_\_\_\_

\_\_\_\_\_

**Title:** Utility and Railroad Leader

**Title:** Project Director

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

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

Comptroller Office

\_\_\_\_\_

**Title:** Contract Administrator

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

## EXHIBIT A

### FARMINGTON CITY SUPPLEMENTAL AGREEMENT NO. UT17-XX

#### Supplement to UDOT Finance No. \_\_\_\_\_

**THIS SUPPLEMENTAL AGREEMENT** is made by and between the **Utah Department of Transportation**, ("UDOT"), and **Farmington City**, a political subdivision of the State of Utah, ("City"). Each as party, ("Party") and together as parties, ("Parties").

The Parties hereto entered into a Master Agreement (MA) dated \_\_\_\_\_, UDOT Finance No. \_\_\_\_\_. All the terms of the MA remain in full force and effect unless otherwise specified herein.

The Parties agree as follows:

1. UDOT will perform the following described Third-Party Work in accordance with the terms and conditions of the MA:
  - a. Plan sheets depicting the Third-Party Work are shown in Exhibit "A" that is incorporated by reference and are described as:
  - b. The Third-Party special provisions described in Paragraph 6 of the MA – Third-Party Requirements, are modified as follows:
  - c. Third-Party Work will be completed between x and x. A schedule for the Third-Party Work is shown in Exhibit "B" that is incorporated by reference.
  - d. As-builts to be provided in accordance with the MA.
  - e. Total estimated cost of Third-Party Work is shown in Exhibit "C" that is incorporated by reference.

<b>TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT UT17-XX</b>	<b>\$0.00</b>
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TOTAL ESTIMATED COST OF CITY BETTERMENT WORK	\$0.00
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TOTAL ESTIMATED AMOUNT OF CITY PARTICIPATION @ 0%	\$0.00
TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ 100%	\$0.00

2. UDOT will notify the City's contact person, Chad Boshell, telephone number (801) 939-9287, and e-mail [cboshell@farmington.utah.gov](mailto:cboshell@farmington.utah.gov) at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.

3. City will notify UDOT's Resident Engineer, Name, telephone number (XXX) XXX-XXX, and e-mail XXX@utah.gov, or their designated representative, as assigned at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein. The Design-Builder Project Representative is Name, telephone number (xxx) xxx-xxxx, and e-mail xxx@xx.com.
4. The date of this Agreement is the date this Agreement is signed by the last Party.

SAMPLE

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed by their duly authorized officers.

**ATTEST:**

**Farmington City**

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

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

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

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

(IMPRESS SEAL)  
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**Recommended For Approval:**

**Utah Department of Transportation**

\_\_\_\_\_  
**Title:** Utility and Railroad Leader

\_\_\_\_\_  
**Title:** Project Director

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

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

**Comptroller's Office**

\_\_\_\_\_  
**Title:** Contract Administrator

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

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Amendments to Chapter II-17, and to Section II-2-020, of the Zoning Ordinance-alternative lot standards, setbacks, additional lot criteria, building height special exceptions, and clarifying a definition for building or structure height.

PRESENTED BY: David Petersen

DEPARTMENT: Community Development

MEETING DATE: May 20, 2025



## **CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council

**From:** David Petersen – Community Development Director

**Date:** 5/20/2025

**Subject:** Amendments to Chapter 11-17, and to Section 11-2-020, of the Zoning Ordinance—alternative lot standards, setbacks, additional lot criteria, building height special exceptions, and clarifying a definition for building or structure height. (ZT-7-25)

### **RECOMMENDED MOTION**

Move that the City Council approve the enclosed enabling ordinance removing Section 11-17-035, enacting Section 11-17-045, amending Sections 11-17-070 E. 1., and modifying the building or structure height definition in Section 11-2-020, as set forth in said enabling ordinance, subject to all applicable Farmington City development standards and codes.

### **Findings:**

1. Section 11-17-035 of the Zoning Ordinance requires a subdivider to “provide or set aside lots (or dwelling units at the option of the City) equal in number to at least ten percent (10%) of the total number of lots approved for the subdivision for moderate income housing . . .”. This is in violation of 10-9a-535 of the State Code because Section 11-17-035 does not provide an incentive. The proposed text amendment deleting Section 11-17-035 and adding Section 11-17-045 ensures that the Farmington OTR ordinance is consistent with State Law [Note: The incentive offered in the new section is greater lot flexibility (i.e. lot area, setbacks, etc.) for the property owner].
2. The new Section—11-17-045 mirrors language incorporated in the residential and agriculture chapters of the Zoning Ordinance.
3. In addition to moderate income housing, Section 11-17-045 also provides an incentive option for preserving an historic resource. Many such resources exist in the OTR zone.
4. The new Section 11-17-045 is better placed in the overall text of the Chapter than 11-17-035 because the alternatives to the “standard”, should come after the standards in Section 11-17-040.
5. A special exception to main building height is allowed in the single-family and agriculture chapters the Zoning Ordinance, but not in the OTR zone. The proposed zone text amendment rectifies this discrepancy.

6. Discounting the ground elevation in front of doors helps builders better meet the City's building or structure height definition and makes no difference to the overall height of the building or structure related to the rest of the finished grade.

**Supplemental Information**

1. Enabling Ordinance (see attached);
2. Section 10-9a-535 of the Utah State Code (see below)

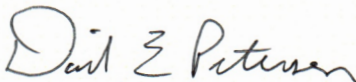
**State Code**

**Effective 5/4/2022**

**10-9a-535. Moderate income housing.**

- (1) A municipality may only require the development of a certain number of moderate income housing units as a condition of approval of a land use application if:
  - (a) the municipality and the applicant enter into a written agreement regarding the number of moderate income housing units; or
  - (b) the municipality provides incentives for an applicant who agrees to include moderate income housing units in a development.
- (2) If an applicant does not agree to participate in the development of moderate income Housing Units Under Subsection [\(1\)\(a\)](#) or [\(b\)](#), a municipality may not take into consideration the applicant's decision in the municipality's determination of whether to approve or deny a land use application.
- (3) Notwithstanding Subsections [\(1\)](#) and [\(2\)](#), a municipality that imposes a resort community sales and use tax as described in Section [59-12-401](#), may require the development of a certain number of moderate income housing units as a condition of approval of a land use application if the requirement is in accordance with an ordinance enacted by the municipality before January 1, 2022.

Respectfully submitted,



David Petersen  
Assistant Community Development Director

Review and concur,



Brigham Mellor  
City Manager



**FARMINGTON CITY, UTAH**

**ORDINANCE NO. 2025 -**

**AN ORDINANCE AMENDING TITLE 11 BY REMOVING SECTION 11-17-035 AND ENACTING SECTION 11-17-045 REGARDING ALTERNATIVE LOT STANDARDS, SETBACKS, ADDITIONAL LOT CRITERIA; AND MAKING CHANGES TO SECTION 11-17-070 E. 1. RELATED TO SPECIAL EXCEPTIONS FOR MAIN BUILDING HEIGHT; AND MODIFYING THE BUILDING OR STURCTURE HEIGHT DEFINITION IN SECTION 11-2-020. (ZT-7-25)**

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

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

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

**Section 1. Amendment.** Sections 11-17-035 and 11-17-045 of the Farmington City Zoning Ordinance are hereby removed and/or enacted as follows:

**~~11-17-035: MODERATE INCOME HOUSING:~~**

~~A. Minimum Requirement: Subdividers must provide or set aside lots (or dwelling units at the option of the City) equal in number to at least ten percent (10%) of the total number of lots approved for the subdivision for moderate income housing subject to recording a deed restriction(s) to ensure the required number of lots or units are available for a qualifying moderate income household; unless, at the sole discretion of, and by agreement with the City, the subdivider provides:~~

- ~~1. Open space; or~~
- ~~2. A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title; or~~
- ~~3. Some other public benefit; or~~
- ~~4. A combination of 1, 2, and 3 above.~~

~~B. Exemption: Subdivisions resulting in two (2) or fewer additional lots are exempt from the minimum moderate income housing requirements of this Section.~~



~~C. Additional Lots: The City Council may approve additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide moderate income housing.~~

#### **11-17-045: ALTERNATIVE LOT AND SETBACK STANDARDS, AND ADDITIONAL LOTS**

- A. Alternative Standards: Following the subdivision yield plan defined in Chapter 11-2 and using the minimum standards of subsection 11-17-040A to establish a maximum number of lots, a subdivider may alter the lot area, width, and side and side corner setbacks of lots for main buildings within a subdivision using standards for the LR zone delineated in subsection 11-12-090, if the subdivider, at the sole discretion of, and by agreement with the City, implements one of the following public benefits:
1. Provide or set aside lots (or dwelling units at the option of the City) equal in number to at least ten percent (10%) of the total number of lots approved for the subdivision (or an alternative proposal acceptable to the City if the subdivision is less than 10 lots) for moderate income housing subject to recording a deed restriction(s) to ensure the required number of lots or units are available for a qualifying moderate-income household, or pays a fee in lieu thereof for moderate income housing determined in consideration of factors set forth in Chapter 11-28 of this Title; or
  2. Preserve an existing on-site historic resource (standards for historic resources are set forth in Chapter 11-39 of this Title); or
  3. Create open space; or
  4. Establish some other public benefit; or
  5. Provide a combination of 1, 2, 3, and/or 4 above.
- B. Additional Lots: The City Council may approve additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide a public benefit.

**Section 2. Amendment.** Section 11-17-070 E.1. of the Farmington City Zoning Ordinance is hereby amended to read in its entirety as follows:

E. Building Height:

1. New **main** building height should be similar to those found historically in the vicinity, and shall not exceed twenty seven feet (27') in height; **unless the Planning Commission approves an increased height after review of a special exception application filed by the property owner per section 11-3-045;**

**Section 3. Amendment.** Subparagraph A. of the definition for “Building or Structure Height” set forth in Section 11-2-020 of the Farmington City Zoning Ordinance is hereby amended to read in its entirety as follows:

- A. The vertical distance above a reference datum measured to the highest point of the coping of a flat roof or mansard roof, or to the midpoint of the highest gable of a pitched, hipped or shed roof, or to a point two-thirds ( $\frac{2}{3}$ ) the height of a quonset, parabolic or round roof. The reference datum shall be selected by either of the following, whichever yields a greater height of building:
1. The elevation of the highest adjoining sidewalk or ground surface within a five foot (5') horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten feet (10') above lowest grade of the building, **except where such lowest grade is directly in front of a door.**
  2. An elevation ten feet (10') higher than the lowest grade of the building, **except where such lowest grade is directly in front of a door,** when the sidewalk or ground surface described in subsection A1 of this definition is more than ten feet (10') above **such** lowest grade of the building.

**Section 4. Severability.** If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 5. 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 20<sup>th</sup> day of May, 2025.

**FARMINGTON CITY**

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Alex Leeman, Mayor Pro Tempore

**ATTEST:**

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DeAnn Carlile, City Recorder

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Zone Text amendment allowing for the consideration of accessory structures in the rear yard as a Special Exception

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: May 20, 2025

## **CITY COUNCIL STAFF REPORT**

**To: Mayor and City Council**

**From: Lyle Gibson – Assistant Community Development Director**

**Date: 5/20/2025**

**Subject: Zone Text Amendment allowing for the consideration of accessory structures in the rear yard as a Special Exception.**

### **RECOMMENDED MOTION**

**Motion to approve the enclosed enabling ordinance amending Section 11-11-060 Accessory Buildings and Structures.**

### **Findings:**

1. Existing conditions would not change for the majority of single-family residential lots.
2. The proposed amendment allows owners to place buildings in a typical and expected manner on their lots, providing for more flexibility.
3. On lots in Agricultural zones, which may access the single-family residential standards per 11-10-040 H 1b, total lot coverage standards begin applying at 0.5 acres, which would limit those cases to what is permitted per 11-10-040 C. In short, the zone text amendment only affects agricultural and single-family residential parcels between 0.41-0.49 acres.
4. The Planning Commission retains discretion over individual cases which meet the specific criteria for a special exception for accessory building and structure coverage standards.
5. The proposed amendment is reasonably necessary for the reasons stated in the enclosed report.
6. The proposed amendment is in the public interest, as it does not affect the majority of parcels within Farmington City, and increases flexibility for others.
7. The proposed amendment is consistent with the city general plan and in harmony with the objectives and purpose of the zoning ordinance.

## **BACKGROUND**

The required rear yard refers to the area of the rear yard which is considered as part of the rear yard setback. The rear yard setback for conventional lots in the single-family residential zones is 30 feet (see image below).

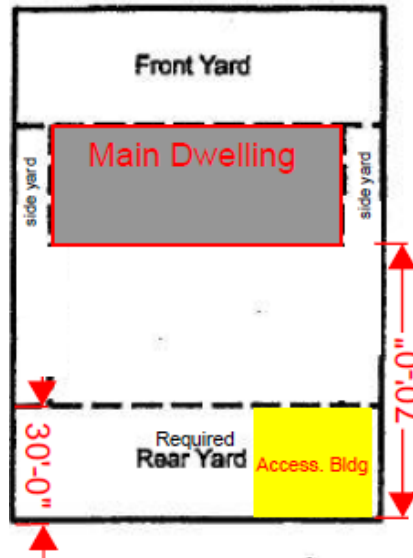
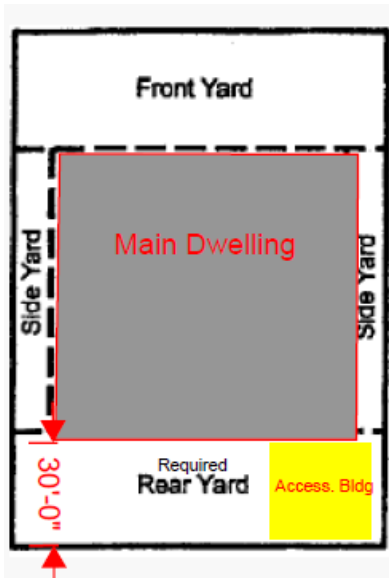


### **Accessory**

building standards are described by 11-11-060 of the Single-Family Residential Zones chapter. These standards include limitations to the percentage of the required rear yard that may be covered by accessory buildings. Currently, accessory buildings may cover up to 25% of the required rear yard.

On larger lots, there can be an excess of rear yard space outside of the required rear yard. However, this space is not encumbered by the percentage requirement, so accessory buildings can extend into this area. Required rear yard space is limited in coverage by the ordinance in part because on smaller lots, most of the rear yard *is* the required rear 30 feet. For efficient use of space, and for the sake of flexibility many accessory buildings are placed near the rear property line. On larger lots the required rear yard limitation limits the usable accessory building area, as opposed to smaller lots where the 25% coverage limit prevents crowding, view impediment, air flow and open sky. The zone text amendment proposes a special exception option for lots greater than 0.4 acre in size.





In considering a Special Exception, FCC 11-3-045 E identifies the standards of review:

11-3-045 E. Approval Standards: The following standards shall apply to the approval of a special exception:

1. Conditions may be imposed as necessary to prevent or minimize adverse

effects upon other property or improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning use, construction, character, location, landscaping, screening, parking and other matters relating to the purposes and objectives of this title. Such conditions shall be expressly set forth in the motion authorizing the special exception.

2. The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:

- a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
- b. Will not create unreasonable traffic hazards;
- c. Is located on a lot or parcel of sufficient size to accommodate the special exception.

Respectfully submitted,

Lyle Gibson  
Assistant Community Development Director

Review and concur,

Brigham Mellor  
City Manager

### Supplemental Information

#### 1. Enabling Ordinance

**FARMINGTON CITY, UTAH**

**ORDINANCE NO. 2025 -**

**AN ORDINANCE AMENDING SECTION 11-11-060: ACCESSORY BUILDINGS AND STRUCTURES TO ALLOW FOR THE CONSIDERATION OF LARGER ACCESSORY BUILDINGS IN A REQUIRED REAR YARD. (ZT-8-25)**

**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 11-11-060 of the Farmington City Zoning Ordinance is hereby amended to read in its entirety as included in Exhibit A.

**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 20<sup>th</sup> day of May, 2025.

**FARMINGTON CITY**

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Alex Leeman, Mayor Pro Tempore

**ATTEST:**

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DeAnn Carlile, City Recorder

## Exhibit A

### 11-11-060: ACCESSORY BUILDINGS AND STRUCTURES:

A. Location: Accessory buildings, except those listed in subsection B of this section:

1. Shall be separated from the main building by a distance in compliance with applicable building codes;
2. Cannot encroach on any recorded easement;
3. Must be located at least fifteen feet (15') from any dwelling on an adjacent lot;
4. Accessory buildings located to the rear or side of the main building shall not occupy more than twenty five percent (25%) of the required rear yard or thirty three percent (33%) of the required side yard; **On lots greater than 0.40 acres, additional accessory building coverage percentage in the required rear yard may be considered as a special exception according to 11-3-045.**
5. Accessory buildings shall, without exception, be subordinate in footprint to the main building.
6. Any eave, or part of an Accessory building, shall not overhang or extend past a property line.
7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is of the same general design or style as and comparable in excellence of quality and construction to the main building, and in no event shall the accessory building encroach into the required front yard or required side corner yard.

B. Animal Shelters And Similar Structures: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten feet (10') from any side or rear property line and fifty feet (50') from any public street or from any dwelling on an adjacent property.

C. Double Frontage Lots: On double frontage lots, accessory buildings shall be located not less than twenty five feet (25') from each street upon which the lot has frontage.

1. Exception: An accessory building which is less than ten feet (10') in height and two hundred (200) square feet in ground floor area may be located in a rear yard fronting a street so long as that yard does not abut the front yard of a neighboring property. The ten feet (10') shall be measured to the peak of a pitched roof. An accessory building located in the rear yard with street frontage shall be screened from view of the right of way by a visual barrier fence or landscaping.

# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Monthly Financial Report
2. Resolution updating the Policies and Procedures of the Farmington City Planning Commission
3. Interlocal Agreement for Fire Protection Services in Fruit Heights
4. Approval of Minutes 05.06.25

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Greg Davis  
**Date:** May 15, 2025  
**Subject:** **April 2025 Monthly Financial Report**

The monthly financial report will be emailed directly to the mayor and city council members, outside of the council meeting packets. Please refer to that separate communication. As always, staff is ready and willing to discuss any questions you may have.

Respectfully submitted,



Levi Ball

Review and concur,



Brigham Mellor

**CITY COUNCIL STAFF REPORT**

**To: Mayor and City Council**  
**From: Lyle Gibson – Assistant Community Development Director**  
**Date: 5/20/2025**  
**Subject: Resolution updating the Policies and Procedures of the Farmington City Planning Commission.**

**RECOMMENDED MOTION**

Motion to approve the include resolution to update the Policies and Procedures of the Farmington City Planning Commission.

**Findings:**

1. The proposed update to the Policies and Procedures will facilitate more effective and efficient meetings.

**BACKGROUND**

The Planning Commission Chair has identified a couple small items which merit clarifying within the Planning Commission's bylaws to clarify how the agenda order is established and how public comment is managed during a meeting.

It is the intention that with this update, PC agendas would then include a note notifying the public what to expect during public comment portions of a hearing.

Respectfully submitted,



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

Review and concur,



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

**Supplemental Information**

1. Resolution to update PC Policies and Procedures.

**CITY COUNCIL RESOLUTION NO. 2025-  
A RESOLUTION OF THE CITY COUNCIL OF FARMINGTON CITY UPDATING  
THE POLICIES AND PROCEDURES OF THE FARMINGTON CITY PLANNING  
COMMISSION.**

**WHEREAS**, the Planning Commission has reviewed their existing Policies and Procedures and desired to update items to improve how the commission operates; and

**WHEREAS**, the proposed updates to the Policies and Procedures of the Planning Commission will improve meetings and process and are consistent with the laws of the State of Utah and the Ordinances of Farmington City;

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

**Section 1.     Adoption.** In accordance with Farmington City Code 11-3-030 (B), the Policies and Procedures included with this resolution shall be adopted as the active version used by the Farmington City Planning Commission.

**Section 2.     Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 20<sup>TH</sup> DAY OF MAY 2025.**

**ATTEST:**

**FARMINGTON CITY**

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

By: \_\_\_\_\_  
Alex Leeman, Mayor Pro Tempore

Draft Date: 10/30/90, 10/22/90, 10/26/90, 11/15/90

Approved and Adopted: 11/15/90

Amended: 12/10/92, 02/09/94, 12/15/97 (Res. 97-61), 3/15/22

## **FARMINGTON PLANNING COMMISSION POLICIES AND PROCEDURES**

### **I. PURPOSE**

These policies and procedures are designed and adopted for the purpose of providing guidance and direction to the members of the Farmington Planning Commission in the performance of their duties. The Planning Commission shall be governed by the provisions of all applicable State Statutes, City Ordinances, and these policies. Nothing in these policies shall be interpreted to provide an independent basis for the invalidation or alteration of a final decision of the Commission unless otherwise provided by City Ordinance or State Law.

### **II. OFFICERS AND DUTIES**

Election of Officers – The Planning Commission shall annually elect a Chair, Vice-Chair, and representative to the Board of Adjustment at its last meeting of the calendar year. The officers and Board Member shall be elected from the duly appointed members of the Commission by a majority of the total membership and may be elected for subsequent terms. Terms of office shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of the year following the election.

The Chair shall preside over all meetings and hearings. The Chair shall have the same rights, privileges, and duties as any other member, including the right to vote on any matter before the Commission. The term “Chair,” as used throughout this document, shall mean the Chair of the Planning Commission, or in the absence or incapacity of the Chair, the Vice-Chair unless otherwise designated. In the event that the Chair is only able to participate remotely, the Vice-Chair shall preside over meetings unless all meeting participation is conducted remotely. In the event the Planning Commission is scheduled to meet and the Chair or Vice-Chair is unable to conduct the meeting, the meeting may continue with the presence of a quorum who shall elect a Chair Pro-Temp to preside over that meeting. Selection of a Chair Pro-Temp requires a nomination and a simple majority vote.

The Chair shall execute official documents and letters on behalf of the Commission. In the absence of the Chair, the Vice-Chair may fill this role. The Community Development Director or designee may execute time sensitive documents on behalf of the Planning Commission to formalize an action taken in a public meeting.

### **III. NOTICE**

In order to make residents of the City more aware of the various hearings conducted by the Planning Commission, and particularly those residents or businesses which may be affected



by changes in land use, procedures are established below for notification of affected property owners. These notice provisions are provided as a courtesy to these property owners and are not intended to subject the City to a greater notice requirement than required by Federal or State Law. Failure of any person to receive notice shall not invalidate, or serve as basis for appeal, of any Planning Commission decision.

1. **Meetings** – The Planning Commission shall give public notice at least once each year of its schedule for all regular meetings scheduled for that year specifying the date, time, and place of such meetings. In addition to public notice of the Planning Commission’s annual meeting schedule, the Planning Commission shall give not less than 24 hours’ public notice of the agenda, date, time, and place of each of its public meetings. Public notice shall be provided by:
  - a. Posting written notice:
    - i. at the Farmington City Offices, 160 South Main Street; and
    - ii. on the City’s website; and
    - iii. on the Utah Public Notice Website ([www.pmn.utah.gov](http://www.pmn.utah.gov)); and
  - b. Providing notice to:
    - i. at least one newspaper of general circulation within the City; or
    - ii. a local media correspondent.
  - c. In addition to the required notice above, reasonable effort shall be made to provide notice via relevant social media platforms such as (e.g. Facebook, Instagram).
2. **Special Emergency Meetings** – When, because of unforeseen circumstances, it is necessary for the Planning Commission to hold an emergency meeting to consider matters of an urgent nature, the notice requirements as listed above may be disregarded and the best notice practicable given. No such emergency meeting of the Planning Commission shall be held unless an attempt has been made to notify all of its members and a majority votes in the affirmative to hold the meeting. (Utah Code Ann. 52-4)
3. **Subdivision Approvals** – Applications for subdivision approval shall be noticed prior to the meeting in the following manner:
  - a. Applications shall be identified by name on the Planning Commission agenda ;
  - b. The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by mail, of the meeting at which the preliminary plat will be considered. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission;
  - c. The meeting at which the final plat will be considered need not be noticed by individual mailing, but shall be identified by name on the agenda;

- d. The City Planner shall send a letter or email to the applicant within a reasonable time after the final decision of the Planning Commission indicating the action taken on the application.
- 4. **Conditional Use Applications** – Applications for Conditional Use approval shall be noticed prior to the meeting in the following manner:
  - a. Applications shall be identified by name on the Planning Commission agenda;
  - b. The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by mail, of the meeting at which the application will be considered. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission;
  - c. The City Planner shall send a letter or email to the applicant within a reasonable time after the final decision of the Planning Commission indicating the action taken on the application.
  - d. The notice procedure for a new Conditional Use application shall also be followed if it becomes necessary to commence proceedings to revoke a Conditional Use Permit.
- 5. **Zoning Map and Ordinance Amendments** – The Planning Commission shall review all proposed amendments to the City Zoning Map and/or Zoning Ordinance and shall prepare written recommendations regarding the proposed amendments and forward the same to the City Council for its consideration. Notice of proposed Zoning Map or Zoning Ordinance amendments shall be provided as follows:
  - a. Proposed amendments to the Zoning Map and/or Zoning Ordinance shall be identified by name on the Planning Commission agenda.
  - b. The City Planner shall notify all property owners within 300 feet from the boundaries of any affected property, proposed to be rezoned, by mail, of the meeting at which the proposed rezone will be considered. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties of the proposed rezone. The mailing area may also be extended by a majority vote of the Commission.
  - c. The City Planner shall send a letter or email to the applicant of any proposed Zoning Map or Zoning Ordinance amendment within a reasonable time after the

final decision of the Planning Commission indicating the action taken on the application.

6. **General Plan Amendments** – The Planning Commission shall prepare and/or review all proposed amendments to the City General Plan and shall hold a public hearing on such proposed amendments. After the public hearing, the Planning Commission shall make any changes to the proposed amended Plan and forward its recommendations regarding the same to the City Council for its consideration. Notice of the public hearing before the Planning Commission on the proposed amended General Plan amendments shall be provided in accordance with City Ordinances and State Law regarding the same.
7. **Planned Unit Development / Condominium** – A Planned Unit Development or Condominium application shall be noticed in the same way as a Conditional Use.
8. **Annexation Applications** – Annexation hearings shall be identified by name on the Planning Commission agenda. In addition to the notice given on the agenda, notice of the date, time, place, and subject of the hearing shall be published at least one week prior to the hearing on the City's website and the Utah Public Meeting Notice website.
9. **Street Name Change, Street Dedication, or Major Street Plan Amendment** – Notice shall be provided in the following manner:
  - a. An application for a street name change, Major Street Plan change, or street dedication shall be identified by name on the Planning Commission agenda.
  - b. The City Planner shall notify all affected utilities of the date of the hearing and the proposed change;
  - c. The City Planner shall mail notice to all owners-of-record of land abutting the street on which the change or dedication is proposed and may also publish such notice on the City's webpage and the Utah Public Meeting Notice website within a reasonable time prior to the meeting date.
10. **Vacation of Alleys or Streets** – No requirement exists in State Law for sending street and alley vacations to the Planning Commission for a recommendation. If the City Council determines that a recommendation from the Commission is desirable, then notice shall be given in the following manner:
  - a. An application for a street or alley vacation shall be identified by name on the Planning Commission agenda;

- b. The City Planner shall notify all affected utilities of the date of the hearing and the proposed change;
- c. The City Planner shall mail notice to all owners-of-record of land abutting the street on which the change is proposed and may also publish such notice on the City's webpage and the Utah Public Meeting Notice website within a reasonable time prior to the meeting date.
- d. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission.

#### **IV. APPLICATION REQUIRED**

An application may not be heard by the Planning Commission unless an application form is adequately filled out and accompanied by the appropriate fee and required plans drawn to scale with dimensions clearly indicated and with sufficient detail and clarity to show what is being requested. Applications must be received at least two weeks prior to the meeting at which they will be considered.

#### **V. MEETINGS**

1. **Time and Place of Meetings** – Regular public meetings of the Planning Commission will generally be held on the first and third Thursday of each month at 7:00 p.m. in accordance with Farmington City Code Section 11-3-030 (C). In person meetings will be held in the City Offices located at 160 South Main Street when there is business to conduct unless otherwise noted on the agenda. A preparation meeting may be held prior to regular meetings, typically starting at 6:30 p.m. This preparation meeting is still a public meeting and the start time of the preparation meeting must also be published on the agenda. As determined by the Chair or City Staff, meetings may be held to facilitate participation either entirely or partially via remote electronic means.
2. **Special meetings** may be called by the Chair, or upon an affirmative authorization of at least four members of the Commission.
3. **Open to the Public** – All meetings of the Planning Commission are open to the public unless closed pursuant to law.
4. **Public Comment.** - Any person wishing to address the Commission for items listed as Public Hearings will be recognized when the Public Hearing for such agenda item is opened. At such time, any person, as recognized by the Chair, may address the

Commission regarding the agenda item. Each person will have up to three (3) minutes. The Chair, in its sole discretion, may reduce the speaker time limit uniformly to accommodate a large number of speakers. The Chair, in its sole and absolute discretion, may allow additional time to any speaker should it be deemed reasonable to do so. The allotted time for each individual for public comment is personal to each such individual and may not be ceded, aggregated or shared with any other individual.

5. **Order of Business** – Applications submitted to the Planning Commission shall appear on the agenda in such order as City staff may deem appropriate giving due consideration for the amount of time each item is anticipated to require. The following are examples of items that may appear on the Commission's agenda. This list is not exclusive:

- a. Approval of Minutes;
- b. City Council Report
- c. Subdivision and Planned Unit Development applications – hearings and decisions;
- d. Master Plan and Zoning Amendment applications – hearings and decisions;
- e. Conditional Use / Site Plan review applications – hearings and decisions.
- f. Annexation applications;
- g. Zoning Text Changes – hearings and decisions;
- h. Other Business;
- i. Adjournment.

The Chair may change the order of business or consider matters out of order if there is no objection from any member of the Commission, or by majority vote of the Commission.

6. **Presentation of Application** – Staff shall present the application. The applicant is then invited to offer written or oral comments and clarification if needed. An applicant may represent themselves in person or remotely, and is not subject to three-minute time limits imposed on members of the public. The applicant may also choose to be represented by an attorney or other authorized agent at any meeting of the Commission, and the representing party may participate in person or remotely. Written authorization shall be required for an agent.

7. **Order of Procedure** – Except as otherwise provided in these rules, the order of procedure in the hearing of each application shall be as follows:

- a. Staff makes presentation;
- b. Applicant offers written or oral comments and clarification if needed;
- c. Public provides comments;
- d. Applicant given opportunity to answer comments and provide additional information;
- e. Public hearing is closed by the Chair.

The Chair may change the order of procedure if there is no objection from any member of the Commission or by majority vote of the Commission.

## **VI. VOTING**

An affirmative vote of a majority of the members of a quorum shall decide any matter under consideration in accordance with Section 11-3-030(d) of the Farmington City Zoning Ordinance.

## **VII. DECISIONS**

Decisions of the Commission shall be considered final, for the purposes of any appeal, at the end of the meeting at which the matter is heard and a decision rendered. The Zoning Administrator shall send a written notification or email of the decision to the applicant within a reasonable time after the date such decision was made. Such notification shall include the reasons for the Commission's decision.

## **VIII. RE-HEARING**

The Commission may re-hear an application upon written request by the applicant and a showing that there is substantial new evidence that was unavailable at the time of the original hearing through no fault on the part of the applicant. The Commission shall, by vote, make a determination as to whether or not to reconsider its prior decision. In the event a re-hearing is approved, the matter shall be considered only after notice has been given in the same manner as was given for the original application. The applicant shall pay any costs incurred in re-advertising the hearing.

## **IX. RECORDS**

1. **Written Minutes** – Written minutes shall be kept of all Planning Commission meetings. Such minutes shall include:

- a. The date, time, and place of the meeting;
- b. The names of members present and absent;
- c. The substance of all matters proposed, discussed, or decided, and a record, by individual member, of the votes taken.

The minutes are public records and shall be available within a reasonable time after the meeting. An official copy of the minutes shall not be made available until after formal approval by the Commission.

2. **Recording** – All proceedings of the Planning Commission shall be electronically recorded and the audio recording retained in the office of the City Planner for a minimum of six months following the meeting at which the recording was made. Such recordings may be used in the event a Commission Member misses a meeting and wishes to qualify to vote on a particular item, or if it is necessary to produce a verbatim transcript of all, or

part, of a meeting.

3. A recording of all or any part of a Planning Commission Meeting may be made by any person in attendance provided that the recording does not interfere with the conduct of the meeting.

## **X. RULES OF ETHICAL CONDUCT**

1. **Definitions** – The following definitions shall apply to this section:

- a. **Assist** means to act, offer, or agree to act, in such a way as to help, represent, aid, advise, furnish information to, or otherwise provide assistance to a person or business entity.
- b. **Business Entity** means a sole proprietorship, firm, partnership, association, joint venture, trust, corporation, foundation, or other organization or entity used in carrying on a business.
- c. **Compensation** means anything of economic value which is paid, loaned, granted, given, donated, or transferred to any person or business entity for, or in consideration of, personal services, materials, property, or any other thing whatsoever.
- d. **Substantial interest** means ownership, either legal or equitable, by an individual, a spouse, or minor children, of at least 10% of the outstanding shares of a corporation or a 10% interest in any other business entity.

2. **A Commission member shall not:**

- a. Disclose confidential information acquired by reason of his/her official position or use such information to secure special privileges or exemptions for him/herself or others;
- b. Use, or attempt to use, his/her official position to secure special privileges for him/herself or others;
- c. Knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift or loan for him/herself, or another, if the gift or loan tends to influence him/her in the discharge of his/her official duties, except for:
  - i. An occasional nonpecuniary gift having a value of less than \$50.00;
  - ii. An award presented publicly;
  - iii. Any bona-fide loan made in the ordinary course of business;

- iv. Political campaign contributions actually used in a political campaign.
- d. Participate in any Commission action which may result in a private benefit;
  - i. The private benefit may be direct or indirect, create a material, personal gain, or provide an advantage to relations, friends, groups, or associations which hold some share of a person's loyalty. However, mere membership in a group or organization shall not be considered a conflict of interest unless a reasonable person would conclude that such membership in itself would prevent an objective consideration of an issue.
  - ii. A Commission member experiencing, in his/her opinion, a conflict of interest, shall declare this interest publicly, abstain from voting on the action, and shall be excused from his/her seat on the Commission during consideration of the action. He/she should not discuss the matter privately or publicly with any other Commission member. The vote of a Commission member experiencing a conflict of interest who fails to disqualify oneself shall be disallowed.
  - iii. A conflict of interest may exist under these rules even though a Commission member may not believe he/she has an actual conflict. A Commission member who has a question as to whether a conflict exists should raise the matter with the other members and the City Attorney in order that a determination may be made.
- 3. **Compensation** – a. A Commission member shall not receive or agree to receive compensation for assisting any person or business entity in any transaction connected with an action being considered by the Commission or which may come before the Commission.
  - b. Any Commission member who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does, or anticipates doing business with the City shall disclose the nature of his/her interests in that business entity prior to any discussion by the Commission of any matter concerning such business entity.
  - c. Any personal investment by a Commission member which creates a substantial conflict between the Member's personal interests and his/her public duties shall be fully disclosed.

## **XI. RULES OF ORDER**



All regular meetings of the Planning Commission will be conducted according to such rules of order as are passed and approved by a majority vote of the Commission. These Rules may be amended from time to time in the same manner.

## **XII. TIE VOTE**

In the event of a tie vote on any decision before the Commission, the motion shall fail and the Chair may ask for another motion. If no other motion is made, or in the event the second motion also ends in a tie vote, the matter shall be continued until the next regular meeting of the Commission. In the event that a final decision is not made at the next meeting, the application shall be deemed denied and the applicant shall have a right to appeal as provided in the Farmington City Code.

## **XIII. AMENDMENTS**

These Policies and Procedures may be amended at any regular meeting of the Commission by an affirmative vote of the majority of all members, provided that such amendments have been presented in writing to each Commission member at least 48 hours preceding the meeting at which the vote is taken. Such amendment must be ratified by the City Council per Farmington City Code 11-3-030 (B) before taking effect.

## **CITY COUNCIL STAFF REPORT**

**To: Mayor and City Council**  
**From: Brigham Mellor**  
**Date: 05/20/2025**  
**Subject: Interlocal Agreement for Fire Protection Services in Fruit Heights**

### **RECOMMENDATION(S)**

**Approve the interlocal agreement with Fruit Heights**

### **BACKGROUND**

**Farmington Fire has served Fruit Heights for the last 3 years. It has gone well; the intent would be to continue that route for at least the next 5 years. Fruit Heights approved this agreement at their council meeting on Tuesday, May 6<sup>th</sup>, 2025.**

**Respectfully submitted,**



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

**INTERLOCAL AGREEMENT  
FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 1<sup>st</sup> day of July, 2025, by and between FARMINGTON CITY, a Utah municipal corporation (“Farmington”) and FRUIT HEIGHTS CITY, a Utah municipal corporation (“Fruit Heights”).

WHEREAS, the Interlocal Cooperation Act, *Utah Code Ann.* § 11-13-101, et seq., permits local governmental entities to combine or provide joint services for the provision of efficient and economical services to their citizenry; and

WHEREAS, Fruit Heights desires to contract with Farmington for fire and emergency medical services; and

WHEREAS, Farmington is willing and able to provide fire and emergency medical services to Fruit Heights, and the parties desire to commit their agreement to writing and enter into this Interlocal Cooperation Agreement governing the arrangement.

NOW THEREFORE, in consideration of the foregoing, mutual covenants, promises and conditions contained herein, the parties agree as follows:

1. Services & Fees for Services.

- a. Farmington agrees to provide fire protection and emergency medical services (“EMS”) to Fruit Heights for a one-year period on the terms and subject to the provisions of this Agreement. Fire Marshal services shall be included within the scope of “fire protection services” for purposes of this Agreement. Services shall be provided in a professional manner and shall meet the standards for such services generally prevailing in Davis County.
- b. As consideration for the services provided, Fruit Heights shall pay to Farmington the cost of such services. The projected cost for those services is three-hundred forty-seven thousand, two-hundred eighty-seven dollars (\$347,287.00) for fiscal year 2026 (July 2025 – Jun 2026). Those expenses are payable by Fruit Heights to Farmington in four equal payments at the end of each fiscal quarter on September 30, December 31, March 31, and June 30. Fees for each subsequent fiscal year may be adjusted as provided in Section 4(a) of this Agreement.

- c. It is intended that the fees in Section (1)(b) include the variable costs associated with providing the contemplated service including fuel, medical supplies, all vehicle and equipment maintenance, and all personnel costs.
  - i. If at any time during the agreement the costs and expenses related to the provisions of fire and EMS services to Fruit Heights have unanticipated increases related to personnel costs, the parties will meet and review the increases in costs and renegotiate the costs for the remainder of the then current term.
  - ii. It is mutually understood that all fees billed and collected for transport or other reimbursement of services rendered to individuals within the municipal boundaries of Fruit Heights will be the sole property of Farmington and will not serve to offset or reduce the costs to Fruit Heights under this Agreement.
  - iii. If at any time during this Agreement, there is an increase in the costs of providing services under this Agreement which exceeds 5% and is unrelated to personnel costs, the parties shall meet to renegotiate the fees assessed to Fruit Heights.
- d. Any changes to costs and expenses for providing fire and EMS will be communicated to Fruit Heights as soon as they become known to Farmington.

2. Fruit Heights Obligations.

- a. Fruit Heights shall be obligated to timely pay quarterly invoices tendered by Farmington for services rendered.
- b. Payment from Fruit Heights shall be due within thirty (30) days of receipt of the invoice from Farmington.

3. Farmington Obligations.

- a. Farmington shall respond to all fire calls and EMS calls in Fruit Heights on a 24-hour basis, 7 days a week, on every day of the year. Farmington's use of mutual aid from other fire departments does not render this obligation unfulfilled.
- b. Farmington and Fruit Heights mutually agree to meet on a regular basis (twice yearly) or more often as needed, to discuss fire and EMS levels, response times, budgets,

expenditures, and resident satisfaction. Meetings shall include the Farmington City Fire Chief, the Fruit Heights City Manager, and at least one elected official from each municipality. Farmington City Fire Chief shall provide semi-annual reports to the Fruit Heights City Council including all pertinent data for each semi-annual period, and shall appear annually before the Fruit Heights City Council, as requested by Fruit Heights.

- c. All fire and EMS services rendered and supplied to Farmington citizens shall be rendered and supplied to Fruit Heights citizens under the same terms and conditions, and Fruit Heights shall have the same accessibility and rights to the public fire and EMS services afforded to Farmington citizens.
- d. Subject to normal mutual aid operations, the Farmington City Fire Chief or a designee shall be in command of all Farmington City fire crews on all fire and EMS runs into Fruit Heights and during the fighting of all fires and medical call responses.
- e. Fruit Heights agrees to notify Farmington in a prompt manner when any road is to be blocked or any traffic hazard is present that may prohibit or compromise access to any property in Fruit Heights city limits.

4. Term, Renewal & Termination.

- a. This Agreement shall be for an initial period of one (1) year and may be extended by mutual consent of the parties for four (4) additional one (1) year periods. Farmington shall provide to Fruit Heights the anticipated fee for the upcoming fiscal year by March 15 of each year. A decision whether to extend the Agreement shall be conveyed by the other Parties within thirty (30) days after receiving notice of the anticipated fee from Farmington.
- b. This Agreement may be renewed beyond the extensions described in Section 4(a), by written, mutual consent of the Parties.
- c. The term of this Agreement is subject to early termination, without penalty, if a special service district (for firefighting and EMS services is formed and said district begins operations during the term. A final payment will be made within thirty (30) days of any early termination due to the formation of a special service district, for actual service coverage provided by Farmington prior to termination.

- d. Except as provided in Section 4(c), this Agreement may only be terminated due to a default of the other party. The non-defaulting party shall provide notice of an alleged breach and provide thirty (30) days for the other party to cure the default. If the default is not cured within that period, then the non-defaulting party may terminate the Agreement.
  - i. *Fruit Heights remedies for breach of Agreement:* If Fruit Heights terminates this Agreement due to Farmington's breach, then Farmington shall be responsible to reimburse Fruit Heights for expenditures Fruit Heights makes in obtaining fire and EMS services following termination, to the extent those expenditures reasonably exceed that which Fruit Heights would have paid to Farmington for services.
  - ii. *Farmington remedies for breach of Agreement:* If Farmington terminates this Agreement due to Fruit Heights's breach, then Farmington shall be entitled to recovery of all fees that would have been collected for the term of the Agreement. Farmington may not cease providing fire and EMS services to Fruit Heights citizens in response to an alleged breach by Fruit Heights.
  - iii. Reasonable attorney fees may be recovered by the prevailing party in any action to enforce the terms of this Agreement, including recovering funds as a result of breaches, described in this Section 4(d).

5. Governmental Immunity & Indemnification.

- a. The Parties recognize and acknowledge that each party is covered by the Governmental Immunity Act of Utah ("GIAU"), codified at Sections 63G-7-101 through 63G-7-904, Utah Code Annotated. Nothing herein is intended to waive or modify any rights, defenses or provisions of the Parties provided in the GIAU. Officials, employees, and/or volunteers who perform services arising from, in connection with, or relating to this Agreement shall be deemed officials, employees, and/or volunteers of the party directing their services for purposes of this Agreement and the GIAU, even if the services are performed outside of the territorial limits of such party. Each party shall be responsible for and shall defend the actions and/or omissions of its own officials, employees and/or volunteers, which arise from, are in connection with, or relate to this

Agreement, whether negligent or otherwise. This section shall survive termination of this Agreement.

- b. Pursuant to the GIAU, and as provided herein, each party is responsible and liable for its own wrongful or negligent acts which are committed by it or its agents, officials, contractors or employees. No Party waives any defenses otherwise available under the Act, nor does any Party waive any limits of liability currently provided by the Act. To the extent permitted by law, each Party agrees to indemnify and hold the other Party harmless for any claims for damage or injury caused by the negligent acts or omissions of the indemnifying Party and arising out of the indemnifying Party's actions in conformance with the terms of this Agreement. Each Party to this Agreement shall cooperate and assist the other Party in defending against any such claims. Each Party agrees to maintain insurance coverage or self-insurance during the term of this Agreement.

6. Legal Review.

- a. This Agreement shall be submitted to an authorized attorney for each party for review in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act of Utah. This Agreement shall be approved by the executive or executive body of each party in accordance with Section 11-13-202.5 of the Act.
- b. A fully executed version of this Agreement shall be kept with the Records of each party.

7. Governing Law & Venue.

- a. This Agreement shall be governed by the laws of the State of Utah.
- b. Any civil action related to this Agreement shall be filed in the Second District Court of Utah, Farmington Division.

- Signatures appear on next page -

IN WITNESS WHEREOF, the Parties have executed this Agreement.

FARMINGTON CITY:

FRUIT HEIGHTS CITY:

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

By: \_\_\_\_\_  
John Pohlman, Mayor

Attest:

Attest:

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

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

*Approved and reviewed as to proper form and  
compliance with applicable law:*

*Approved and reviewed as to proper form and  
compliance with applicable law:*

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

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



## FARMINGTON CITY – CITY COUNCIL MINUTES

May 6, 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,  
Community Development Director Dave  
Petersen,*

*Assistant Community Development  
Director/City Planner Lyle Gibson,  
Assistant City Manager/City Engineer Chad  
Boshell,  
Finance Director Greg Davis,  
Assistant Finance Director Levi Ball,  
City Parks and Recreation Director Colby  
Thackeray,  
Public Works Director Larry Famuliner,  
Police Chief Austin Anderson, and  
Interim Fire Chief Chris Winter.*

City Manager **Brigham Mellor** called the work session to order at 5:00 p.m.

### **BUDGET PRESENTATIONS AND DELIBERATION**

The work session was held to consider department budget presentations and deliberations for Fiscal Year 2026.

Assistant Finance Director **Levi Ball** introduced the budget. He has met with each department head multiple times this year during Budget Committee meetings. Tonight the tentative budget will be discussed during this work session and voted on during the regular session. On May 20, June 3, and June 17, more department presentations will take place during the City Council's work session. On June 17, the Council will consider adopting both the City and Redevelopment Agency (RDA) final budgets during the regular meeting, which will also include public hearings. That day the Council will also consider the Consolidated Fee Schedule (CFS), certified tax rate for property tax, and compensation increases for elective and statutory officers.

**Mellor** said that the City is not yet under contract with a builder for the anticipated \$10 million land sale. That money is planned to go toward the new Fire Station on the City's west side. In the water fund, the \$7 million was bonded for and received in a prior year and will be spent in the upcoming budget year.

Finance Director **Greg Davis** said since the retreat, the budget has been changed to allow for the Police Department's annual recognition dinner. **Ball** said a property tax increase was avoided this budget year. There will be about a 2% decrease in the projection of sales tax the City expects to collect. Some debt schedules dropped off this year's budget, which will help the General Fund. Development is expected to increase, leading to a projected \$485,000 increase in building permit revenue.

**Ball** said key changes as well as ongoing and one-time expenditures are noted in each department's budget. Employee appreciation is a budget line in each department used to pay for the holiday party, occasional thank you lunches, wellness, and medical deductible reimbursements. There were requests to increase that line item, but it was kept consistently the same across all departments depending on the number of employees.

#### City Attorney Department

City Attorney **Paul Roberts** addressed the Council. Much of his budget is being moved to other departments. He is not asking for anything new this year and noted that service fees are on the increase.

#### Parks and Recreation Department

City Parks and Recreation Director **Colby Thackeray** presented his department budget. Payroll increases include a restructuring of how he will be handling seasonal employees. The previous way was confusing from a payroll processing standpoint. There are some operational expenses related to the new park coming online. Chemical and fertilizer costs for the parks are increasing. The City will take over maintenance of the Red Barn restroom by Legacy Trail for \$6,000 annually. A fungus injection for sycamore trees will cost \$75,000, which will help them with longevity. **Mellor** said a tree replacement plan may be needed in the future along State Street.

#### Public Works Department

Public Works Director **Larry Famuliner** addressed the Council. Regarding the water fund, developers will pay for water meters for new development. The department is selling a 30-year-old dump truck in order to get another wing plow. The biggest change in the water department is the increase in water rates to keep up with increased expenses for parts, pipes, etc. **Mellor** said utility rates need to be increased at a quicker rate. Weber Basin is projecting a 14.3% increase followed by a following 15.7% increase after that.

**Famuliner** said Farmington doesn't have anything to do with setting sewer rates. The City has budgeted \$270,000 to pay for 2,000 green waste cans. The new opt-out program needs to have at least 25% enrollment to work. It will be rolled out by neighborhoods, starting with those that have large lots, around April 1, 2026. There is a large lead time to get the cans in stock. There are still a lot of unknowns with this program, but the City hopes to have participation from 40% to 50% of residents in the end. Storm water rates are going up 8%.

Assistant City Manager/City Engineer **Chad Boshell** said the master plans are old, although they have had some updates over the years. The models need to be redone. Using a shift of titles, the City will now have a storm water superintendent like they have a water and street superintendent. The sidewalk budget has been increasing in the last few years, covered by Class C funds instead of General Funds. This department will be adding a new full-time employee to handle concrete and other needs.

#### Engineering Department

**Boshell** said this year Farmington will receive \$350,000 from the Utah Department of Transportation (UDOT) for West Davis Corridor (WDC) betterments, and another \$350,000 the following year. This will help fund curb and gutter on 5<sup>th</sup> South.

**Ball** said for the last few years, the City has been optimistic that it could collect impact fees. However, this year it should be realized. **Boshell** said the impact fees from The Trail apartment complex on the corner of Innovator and Burke would cover the City's water bond for two years. They expect Lifetime's impact fees to be paid by next spring. Some may also come in from The Everly. Some of Wasatch may come in as well. They don't expect to see anything from Weber State University for another five years. Even though the area is short on housing, no one is starting any new housing.

Assistant Community Development Director/City Planner **Lyle Gibson** said Stack is focusing on retail commercial development near the interchange. There have been some limitations with the power availability in the area. By the fall, he expects to see some mid box and inline developments as well as restaurant pads.

**Boshell** said the new fire station budget is still on track, especially considering the projected \$10 million for a land sale. The City will have to bond for anything remaining past that \$10 million. Consultants have said that bonds are in upheaval because of the current administration.

#### Fire Department

Interim Fire Chief **Chris Winters** presented his department budget. Before, 15% of fire was allocated to ambulance, which was conservative. It will now be bumped up to 22%. **Boshell** said this year the State legislated not overcharging for Emergency Medical Services (EMS) services. **Ball** said Farmington has switched dispatch services from Davis County to Bountiful, and the County needs to send the City a refund. Kaysville and Farmington both recently left Davis County dispatch as well.

**Mellor** said the 911 fee paid for on cell phone bills goes to the State Tax Commission, then on to the County. Davis County is hanging on to that money without doing the work, and that needs to be addressed. The 2025 budget is therefore down \$100,000 because Farmington already paid Bountiful for dispatch. Farmington has been paying \$10,000 a month for 911 dispatch, and they will continue to be responsible for that. A lion's share comes from 911 money.

#### Ambulance Department

**Mellor** said that Medicare pays only 30 cents on the dollar of any ambulance bill. The federal government just doesn't pay. **Ball** said the City recently switched to a new billing company that he is confident will help Farmington collect more than has been collected in the past. **Boshell** said cities should expect to see more ambulance calls as the baby boomers continue to age.

**Winter** said the budget includes some reclassifications in payroll with the creation of a paramedic specialist position with more responsibilities. This will help medical personnel stay on the medical side of things with better options for leadership. Costs for supplies and services are increasing like everything else.

#### Community Development Department

Community Development Director **Dave Petersen** said his professional and technical budget is increasing. The Historic Preservation Commission (HPC) is getting its own fund, and Building Official **Eric Miller**'s truck will be replaced and outfitted.

### Police Department

Police Chief **Austin Anderson** addressed the Council, thanking them for an increase in budget that will provide a step and grade for his officers. There has been a contractual adjustment for IT services. The price of guns and gun parts are on the increase. The department replaces vests every five years upon expiration. Replacing radio towers will cost \$40,000 this year and another \$40,000 next year. A rifle replacement will cost \$4,000, and another will be paid for with a grant. The Department's rifles are all really old, and now they will have only five left to replace. **Ball** said the replacement of police vehicles will cost \$275,000, and some of the fleet is replaced each year.

### Administration Department

**Ball** said a new VOIP phone system replaced unreliable copper lines. The IT contract has been increased to 60 hours. **Davis** said according to analysis, Farmington has saved a lot of money using Premier Tech's IT services. Intergovernmental Risk Management Agency (IRMA) is passing cyber risk insurance on to Farmington.

Since it is an election year, the treasurer and assistant finance director will need to attend training conferences for \$30,000. **Mellor** said if a candidate requests a recount within a certain margin, it could cost up to \$24,000.

**Mellor** said the Sewer District will have to move a lift station to South Park. Since the widening of Interstate 15 will be moving forward by the end of this year, UDOT will need to buy land from Farmington. He expects to get that money by the end of FY2026, as this project is moving faster than WDC did. UDOT will not be taking the whole skate park, but they will be encroaching somewhat.

Regarding the WDC beautification funds, the committee decided on trail head improvements and a tree program where the City will purchase the trees to be planted in affected residents' backyards. All whose backyards front WDC have been budgeted for. **Mellor** said Ivory is taking care of installing sound walls, which would have otherwise cost Farmington a lot of money.

Mayor **Brett Anderson** joined the meeting at 6:56 p.m.

## **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 City Manager/City Engineer Chad  
Boshell,  
Finance Director Greg Davis,  
Assistant Finance Director Levi Ball, and  
Police Chief Austin Anderson.*

## **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:07 p.m. City Manager **Brigham Mellor** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Melissa Layton**.

## **PRESENTATION:**

### **Introduction of new police officers Tanner Johnsen, Jerry Shepherd, and Kyle Shine**

Police Chief **Austin Anderson** presented this agenda item. He thanked the Council for their support. Officer **Kyle Shine** has a long history of service including the Marine Corps out of high school and work at the prison. He said that he wanted to be here so badly that Farmington is the only department he applied for. Officer **Jerry Shepherd** started in Farmington, and is now a lateral hire back. Officer **Tanner Johnsen** is a familiar face and comes as a lateral hire as well. He is originally from Bountiful, was in the Marine Corps, and now lives in Layton.

## **BUSINESS:**

### **Local Building Authority (LBA) creation**

Finance Director **Greg Davis** presented this agenda item.

**Marcus Keller** is the City's new bonding advisor, and was formerly with Zions Bank. Establishing an LBA is a preparatory step to future financing. The LBA is essentially the City Council and Mayor and allows a unique lease revenue bond. The fire station is a big, essential need for the City, and it is less likely the City will default on that. Pledging the fire station itself, Farmington could use property taxes to pay the bond payments. The fire station would be a good candidate for lease revenue bonds.

**Mayor Anderson** said he couldn't see a negative to this. **Mellor** says getting this part done now will save four weeks' worth of work when the City wants to otherwise move forward. The City will have to find a buyer for bonds.

Assistant Finance Director **Levi Ball** said Kaysville did the same for their city hall and police station, and Syracuse did the same for their fire station. It is pretty common.

Councilmember **Scott Isaacson** said he had a few corrections to the bylaws and documents, and asked if the definition of the City Council included the mayor. City Attorney **Paul Roberts** said according to State Code, the mayor is part of the Council. **Isaacson** said he will send the corrections to **Roberts** and **Davis**.

Councilmember **Roger Child** asked what the likelihood was that the federal government would take tax exempt status away from bonds. **Keller** said he didn't know because there have been a lot of changes in federal government lately. He said there is a lot of support keeping bonds tax exempt, and things can be very scary with outstanding bond debt. If interest rates are increased, that would be passed along to tax payers.

**Keller** said most bonds issued by a city have historically been direct purchase. However, the City may have to go to market instead of direct purchase, which **Mellor** said could take a bit longer but may help keep tax exempt status. The City has a AA+ bond rating. **Keller** said it is important that the project be essential instead of nonessential. For example, parks are nonessential. The City's overall financial health and ability to pay the bond also matters. The City's financials will be analyzed, as will the revenue from existing sources.

***Motion:***

**Isaacson** moved that the City Council approve the resolution creating the Local Building Authority and approve the attached Articles of Incorporation with the following caveats, that we make sure the resolution and articles make it clear that the Mayor and City Council are all the trustees, and that the Schedule 1 and 2 attachment A to the resolution forms for notices of meetings are attached to the final version.

**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

**Isaacson** asked if there would be a separate resolution form for when the trustees are appointed as the officers. This is usually done at the first board meeting. **Keller** said the attorneys that drafted it will be at the next Council meeting.

**Adoption of Fiscal Year 2026 Tentative Municipal Budget**

**Ball** presented the tentative budget as recommended by Staff, which is a required step in the budget process. This is not the final budget, and the Council can still change and review it. This is the culmination of several months of meeting with departments in internal meetings, gathering requests, having the Budget Committee review those requests, and vetting items for the best decision for the City.

**Ball** highlighted major items in the FY26 recommended budget. This included no proposed increase in property taxes, a slowing of sales tax, a 5% employee wage increase, the addition of one full-time employee, paying off a \$3.5 million bond, increased building permit revenue, and an increase on all utility rates.



For years, Farmington experienced rapid growth in sales tax thanks in large part to the success of Station Park and population growth. Between FY20 and FY22, sales tax increased nearly \$1 million each year. However, in FY23 and FY24, that growth slowed to \$283,000 and \$182,000 respectively. So far, the FY25 cumulative change over the prior year is a reduction of 0.5% and the most recent months are trending down. Projected sales tax revenue for FY26 (\$7.45 million) represents a 2% decline on the projected total for FY25 (\$7.6 million). Administration is taking this conservative approach based on the trend in recent months and years and increased speculation of a potential downturn in the economy. Farmington has relied heavily on sales tax funding, with sales tax being its largest single revenue source for operations, representing roughly half of ongoing sources. There is a lot to be optimistic about for the future sales tax potential of the City as North Station Park continues to develop and the County's Western Sports Park (WSP) is nearing completion. It may take a few years for that growth to come to fruition.

Regarding staffing and pay, the budget includes a 5% combination of cost-of-living increase and merit to all full-time employees and elected officials, excluding Police Department officers. In lieu, officers will get adjusted on the step and grade scale based on years of experience. Therefore, increases will vary by officer. Budget adjustments and allocations between funds have been updated to reflect current staffing and time spent in providing services to the City's various programs. Administration reviewed how employee wages were being allocated across funds and updated them to be more accurate based on work performed. These changes resulted in about \$206,000 of Fire wages and \$65,000 of Public Works wages shifting out of the General Fund and into the Ambulance and Enterprise Funds.

Regarding overhead allocations, it is appropriate to allocate costs incurred to General Fund departments which support the operations of utility enterprise funds. In the past, only Administration costs were being allocated. That has been expanded to include City Attorney and City Manager. The result is nearly \$130,000 of additional expenses shifting out of the General Fund and into the Enterprise Funds.

A new Street Maintenance Worker position has been added, bringing the total full-time employees to 113. The position is completely funded with Class C road funds, as they will work primarily on concrete repairs and road maintenance. This position will help prevent the City from having to pay outside contractors to do small jobs.

The slowing of sales tax growth has put pressure on the General Fund's ability to cover ongoing expenses with ongoing revenues. Property tax increases in recent years are proving essential to the financial stability of the General Fund. This FY26 recommended budget includes several key elements which were implemented in order to balance the General Fund without a property tax increase. A property tax increase is not proposed in this budget.

Up until FY25, the Recreation, Arts, and Parks (RAP) tax was largely committed to pay debt service on a \$3.5 million bond for a portion of the 650 West Gymnasium and Park construction costs. That debt was paid off in FY25, making these funds uncommitted. The RAP tax generates about \$384,000 annually. The FY26 recommended budget includes a \$150,000 ongoing RAP tax transfer to the General Fund for ongoing recreation operations. There is also an additional \$500,000 one-time transfer to the General Fund for recreation-related capital projects. The General Fund heavily subsidizes the Recreation Fund, and these RAP tax transfers ease that burden.

The budget anticipates \$485,000 of additional revenue in the General Fund due to building permits and the timing of development projects. Building permits cannot be relied on as a sustainable ongoing revenue source. However, in FY26, these additional funds will greatly help balance the General Fund.

The FY26 budget includes an increase on all utilities, averaging an 8% increase. The proposed rate increases are necessary to ensure that ongoing revenues are sufficient to cover operating expenses. The rate increases will also aid the City in addressing proper maintenance and replacement of critical existing infrastructure. The Sewer District's 7.8% increase is just a pass-through, meaning Farmington has no control over it.

Implementation of a green waste program is being considered for FY26. The recommended budget includes \$270,000 for the purchase of cans. A final decision has not been made, and the details of this program will continue to be discussed with the Council. The fees and additional expenses potentially related to this program will be incorporated into the budget through a budget amendment at a later date.

**Davis** said there were some unfunded budget requests. For example, old water infrastructure won't be replaced at this time. The water pipes under the ground are worth millions of dollars. He said it is worth treating and compensating employees well, as it helps with retention and saves money over time.

***Motion:***

**Layton** moved that the City Council adopt the tentative FY26 municipal budget.

Councilmember **Alex Leeman** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

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



## **REDEVELOPMENT AGENCY MEETING**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
RDA member Alex Leeman,  
RDA member Roger Child,  
RDA member Scott Isaacson,  
RDA member Melissa Layton,  
RDA member Amy Shumway,*

*City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,  
Assistant City Manager/City Engineer Chad  
Boshell,  
Finance Director Greg Davis, and  
Assistant Finance Director Levi Ball.*

### ***Motion:***

RDA member **Amy Shumway** made the minute motion to adjourn to the Redevelopment Agency (RDA) Meeting.

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

RDA member Roger Child	<b>X</b> Aye <input type="checkbox"/> Nay
RDA member Scott Isaacson	<b>X</b> Aye <input type="checkbox"/> Nay
RDA member Melissa Layton	<b>X</b> Aye <input type="checkbox"/> Nay
RDA member Alex Leeman	<b>X</b> Aye <input type="checkbox"/> Nay
RDA member Amy Shumway	<b>X</b> Aye <input type="checkbox"/> Nay

### **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 8:01 p.m.

### **BUSINESS:**

#### **Ratify Adoption of Fiscal Year 2025-26 Tentative RDA Budget and Setting the Public Hearing for June 17, 2025**

Assistant Finance Director **Levi Ball** presented this agenda item. Up until Fiscal Year 2025, property tax increment received in the Fund #20 Highway 89 RDA fund was used to pay debt service on a \$1.139 million bond for construction of a portion of the 650 West Gymnasium and Park. This debt was paid off in FY2025, allowing \$64,000 of additional property tax in the General Fund. The Fund #22 Station Park RDA area can now be closed, allowing \$370,000 of additional property tax in the General Fund.

### ***Motion:***

RDA Member **Scott Isaacson** moved that the RDA board ratify the adoption of the tentative FY25-26 RDA budget and set the public hearing for June 17, 2025.

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

RDA member Roger Child	<b>X</b> Aye <input type="checkbox"/> Nay
RDA member Scott Isaacson	<b>X</b> Aye <input type="checkbox"/> Nay

RDA member Melissa Layton	X Aye	<input type="checkbox"/> Nay
RDA member Alex Leeman	X Aye	<input type="checkbox"/> Nay
RDA member Amy Shumway	X Aye	<input type="checkbox"/> Nay

***Motion:***

**Layton** moved that the RDA adjourn and reconvene the City Council Meeting.

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

RDA member Roger Child	X Aye	<input type="checkbox"/> Nay
RDA member Scott Isaacson	X Aye	<input type="checkbox"/> Nay
RDA member Melissa Layton	X Aye	<input type="checkbox"/> Nay
RDA member Alex Leeman	X Aye	<input type="checkbox"/> Nay
RDA member Amy Shumway	X Aye	<input type="checkbox"/> Nay

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Change Order for Ivy Acres Park to have the contractor install landscape medians abutting the park during park construction.
- Item 2: Agreement Related to Vacation of a Portion of 1100 West Street. With a previously approved Transfer of Development Rights (TDR) and lot split, a new lot is permitted on the north side of the property, which has yet to start construction. Improvements for this subdivision include a narrowing of the road and an enhanced pedestrian bike experience with a wider sidewalk section that is part of a trail opportunity along the west side of 1100 West. This connects from Farmington Creek to the West Davis Corridor Trail. Assistant City Manager/City Engineer **Chad Boshell** said this will be in FY27 in order to finish this off. Staff agrees to finishing off 1100 West, especially with the opening of the WSP.
- Item 3: Interlocal Cooperation Agreement with Davis County for Municipal Election Services for vote-by-mail and a voting machine for those requesting it on Election Day, when they will vote on a paper ballot.
- Item 4: Resolution Adopting the 2025 Polling Locations and Vote Centers. The polling location for Farmington City has been designated at the Farmington Community Center, 120 S. Main Street.
- Item 5: Approval of April 15, 2025 and April 16, 2025 Minutes.

***Motion:***

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

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

Mayor Pro Tempore/Councilmember Alex Leeman	X Aye	<input type="checkbox"/> Nay
Councilmember Roger Child	X Aye	<input type="checkbox"/> Nay

Councilmember Scott Isaacson  
Councilmember Melissa Layton  
Councilmember Amy Shumway

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

## GOVERNING BODY REPORTS:

### City Manager Report

**Mellor** said he is meeting with Senator **Jerry W. Stevenson** to see if Farmington could qualify for a tourism tax. This could help fund a police officer at Lagoon and the WSP.

### Mayor Anderson and City Council Reports

**Layton** asked if the City could declare May ALS month. **Mayor Anderson** said the City has not typically done those sorts of things.

**Mellor** said feedback about the new 911 dispatch has been great from the City's perspective. When Farmington had dispatch through Davis County, fire was on one system and police was on another. Now they are both back on the same system, which the police prefer.

**Isaacson** noted that the WSP sign recently was offensively bright, but said it just may be because they are testing it out.

**Shumway** said she would like to go through a mock version of an application process a developer may go through in Farmington including realistic numbers such as financing, impact fees, profit margins, etc. She wants to see what a developer goes through.

**Mellor** said impact fees are established by study and are being scrutinized all the time. Impact fees are a lot lower in Murray and Bountiful because those cities are built out. Staff typically spends more time with smaller developers because they are not familiar with the process. **Child** noted that Farmington does not require conversion of water rights, which offsets the high impact fees. Water can cost as much or more than impact fees.

**Shumway** noted research presented at a recent women's leadership institute that showed women and girls are not thriving in Utah. She noted two recent domestic violence situations in Farmington, and said victims should be made aware of resources. She also asked if Farmington could pass a resolution that addresses this issue like other cities in Utah have. **Layton** said Utah's rape number are above the national average, and one of the preventive factors is higher education. She appreciates Farmington's student of the month program that often recognizes kids who are not always the ones getting the perfect grades. **Isaacson** noted the Youth City Council program that has a lot of female high school students on it.

**Mellor** said there needs to be a balance. As Farmington is becoming more of an urban area, this is uncharted territory. Farmington has to start thinking more as a City. **Leeman** said Farmington needs to stay out of the resolution, program implementation, and month declaration business. It would attract more solicitations than the City already gets, and put the City in a bad situation in the case they get one that they don't want to support. The City is better off not trying to figure out ways to support things and entertain solicitations.

**Leeman** said the trees on 950 North at the entrance to the City need some attention, as do the trees in front of the justice complex. **Boshell** said the County Facility Manager recognizes the need, and they would like to carry the landscaping from the WSP as far as they can.

**Boshell** provided an update to Main Street, saying he hoped to have it open Friday or next week. The Utah Department of Transportation (UDOT) will come in June and October to overlay the rest. **Mellor** said Glover was done quickly in two days. **Child** noted yellow water in adjacent streets from the new water lines. **Boshell** said it should clear up after it is chlorinated. If not, Staff should be notified.

**Mayor Anderson** said **Harv Jeppson** is considering micro senior homes instead of an RV Park since they serve a need and help the City, but is concerned about the political heat. They would pay a monthly fee to rent the plot. **Leeman** said the senior micro houses look darling and are affordable. **Issacson** said he would rather have those than an RV park.

### **ADJOURNMENT**

#### ***Motion:***

**Child** made a motion to adjourn the meeting at 9:00 p.m.

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

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

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**DeAnn Carlile**, Recorder