

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, June 17, 2025** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION – 6:00 p.m.

- Discussion of I-15 widening landscape
- Budget discussion
- Discussion of regular session items upon request

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Melissa Layton, Councilmember
- Pledge of Allegiance – Amy Shumway, Councilmember

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- Amending Municipal Budget for Fiscal Year ending June 30, 2025 3
- Amending the Consolidated Fee Schedule (CFS) 20
- Adopting the Compensation Schedule for Executive Municipal Officers 54
- Adopting the Municipal Budget for Fiscal Year 2026 58

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

Minute motion to reconvene the City Council Meeting

BUSINESS:

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GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on June 12, 2025

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Amending Municipal Budget for Fiscal Year ending June 30, 2025

PRESENTED BY: Levi Ball

DEPARTMENT: Finance

MEETING DATE: June 17, 2025



160 S Main
Farmington Utah 84025

CITY COUNCIL STAFF REPORT FOR JUNE 17, 2025

To: Mayor and City Council
From: Levi Ball
Date: June 12, 2025
Subject: **Adoption of FY25 Budget Amendment #2 – Municipal Budget**

RECOMMENDATIONS

1. Review the attached narrative and schedules
2. Hold a public hearing on June 17, 2025
3. Consider and approve a resolution to amend the FY25 municipal budget

BACKGROUND

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

Respectfully submitted,

Levi Ball
Assistant Finance Director

Review and concur,

Brigham Mellor
City Manager

NARRATIVE

BUDGET AMENDMENT #2 FOR FY25

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A. IT support and cyber security (\$85,000 exp increase, per FY24 ongoing BA)

General Fund #10 – Admin Department

The FY24 budget amendment (June 2024) requested an increase for IT services and certain cyber security measures. Although the budget increase was for ongoing costs, due to the timing of submitting the FY25 budget in May 2025, it wasn't included in the FY25 original adopted budget. Administration is now requesting the amendment and has appropriately included this increase in the FY26 base budget.

B. Email transition from Google to Microsoft (\$10,500 exp increase)

General Fund #10 – Admin Department

In FY25 the City changed its citywide email from Google to Microsoft. The ongoing annual costs are anticipated to be lower going forward. There is also added functionality and security with the Microsoft platform. This budget amendment is for the extra one-time costs we paid to our IT provider to help us navigate the transition.

C. Insurance premiums (\$12,500 exp increase)

General Fund #10 – Admin Department

The cost of insurance premiums was higher than anticipated during the year.

D. VOIP Phone System – One-time installation (\$4,500 exp increase)

General Fund #10 – Admin Department

The prior phone system was unreliable and was no longer going to be maintained in the near future due to outdated technology. Switching to a VOIP (Voice Over Internet Protocol) would increase the reliability of the system as well as bring some improved functionality with current technology (e.g. cell phone app, texting, call routing, etc.). The monthly cost of the new system compared to the old will increase by about \$700/month. This budget amendment is for the one-time installation costs of the system.

E. IT monthly service hour overages (\$20,000 exp increase)

General Fund #10 – Admin Department

The city contracts with a third party for IT service. The current contract is for 50 hours/month.

During FY25 we took on several large IT related projects. Some of these projects included:

- A deeper evaluation into our cybersecurity and participation in a cybersecurity roundtable exercise with other agencies.
- Email transition from Google to Microsoft
- Phone transition to a VOIP service provider

Time spent on all these and other projects, in addition to daily responsibilities, caused us to go over the 50 hours/month. In FY26 we budgeted to increase our contract to 60 hours/month.

F. IT Server at City Hall (\$6,000 exp increase)

General Fund #10 – Admin Department

Servers are typically replaced every 4-6 years and the server at City Hall needed to be replaced in FY25. The total cost of the server was \$12,000 which was more than the established ongoing budget for capital equipment of \$6,000.

G. Spyglass (\$12,000 exp increase)

General Fund #10 – Admin Department

During the spring of 2024 the city utilized the services of a third-party company to audit its landline and cell phone plans and billings. With its expertise, the company identified savings to Farmington in various areas (excessive pricing, fees from unneeded advertising and listings, incorrect tax charges, unused lines, devices, and features, etc.). The agreement allowed for shared savings between the city and the company but included an upfront payment to the company for the first year of savings. This wasn't budgeted. The city will recognize financial benefits in future years.

H. Fire Chief Retirement Event (\$3,500 exp increase)

General Fund #10 – Fire Department

I. Fire Overtime Payroll (\$265,000 exp increase)

General Fund #10 – Fire Department

Overtime costs in the Fire department were much higher than anticipated during FY25. Staffing vacancies with part-time firefighters is ideal but proving to be more difficult to secure. As a result, more and more open shifts are filled with full-time staff paid at overtime rates.

J. Fire vehicle repairs, high dollars unexpected (\$24,500 exp increase)

General Fund #10 – Fire Department

Several large expensive repairs were needed during the year on fire apparatus.

K. Dispatch E911 taxes paid to Bountiful (\$117,252 exp increase)

General Fund #10 – Fire & Police Department

Ambulance Fund #55

Starting 1/1/25 Farmington City switched dispatch services from Davis County to Bountiful City. Dispatch centers or PSAPs (Public Safety Answering Point) receive E911 tax revenue from the State which is allocated based on the average call volume over the prior three years. In our agreement to work with Bountiful we agreed to pay them the estimated amount of E911 tax revenue that will continue to flow to Davis County during the three-year transition of call volume. These dispatch costs are allocated across Police, Fire and Ambulance.

L. Early Intervention Grant (\$10,275 exp and rev increase)

General Fund #10 – Police Department

Chief Anderson identified a reporting requirement mandated by law for early intervention. A grant was available to help facilitate the cost of the platform used for the reporting. Chief Anderson applied for the grant, successfully eliminating the cost to the city in year 1 and 2. This is a one-time grant.

M. Inauguration of President of US (\$11,425 exp and rev increase)

General Fund #10 – Police Department

A few of our officers were lucky enough to participate in the inauguration of the president of the United States. Farmington City received equal reimbursement for the expenses incurred.

N. Jason W. Read Grant – Rifle Replacement (\$1,000 exp and rev increase)

General Fund #10 – Police Department

Following the death of a Centerville police officer the Jason W. Read Protect and Serve Foundation was created in 2018 by his sister, Laurie Read. We are grateful to receive this grant to help pay for rifle equipment.

O. Police Chief Retirement Event (\$3,500 exp increase)

General Fund #10 – Police Department

P. Police Crossing Guards Payroll (\$23,000 exp increase)

General Fund #10 – Police Department

Bonuses for completing the term of employment season. The original budget understated the total number of hours worked.

Q. Police Overtime Payroll (\$75,000 exp increase)

General Fund #10 – Police Department

The Police Department had an overage in overtime largely due to patrol coverage and covering two officers on grave shifts. There were also a few unanticipated incidents resulting in additional overtime including the officer-involved shooting, Main Street shooting, and residential burglary. Lastly, in FY25 the Police Department received a large pay increase overall and the original overtime budget did not increase adequately to factor in that pay increase. Part of this payroll overage always includes the leave payout for Chief Johnsen's retirement.

R. Police Equipment (\$22,000 exp increase)

General Fund #10 – Police Department

During FY25 there were several pieces of equipment which required replacement above the anticipated budget. Some rifles were beginning to fail at the shooting range and could not wait to be replaced. This also includes additional budget for radios and IT equipment.

S. Unplanned Emergency Events (\$5,000 exp increase)

General Fund #10 – Police Department

There is an ongoing budget established for emergency events but there were several events that caused the Police Department to exceed that budget. These events include the officer-involved shooting, Main Street shooting, and residential burglary. There were also several vet bills for a K-9 which ultimately needed to be euthanized.

T. Body, Vehicle, and Building Cameras (\$56,000 exp reallocation)

General Fund #10 – Debt Service

In prior years we entered into two different lease agreements for cameras. One was for Police body and vehicle cameras. The second was for building security cameras at the Police Station, Gym, and Regional Ballpark. A change in lease accounting rules requires that we reallocate these budgets to a different reporting department/category – debt service. This is not an increase in the budget but rather a reallocation of existing budget.

U. Parks Chemicals and Supplies (\$8,500 exp increase)

General Fund #10 – Parks Department

The cost of chemicals for fertilizer and weed control increases each year. The Regional Park specifically has well-seasoned soil and requires more expensive organic fertilizer to be effective. An increase was included in the base ongoing budget for FY26 to account for the rising costs going forward.

V. Parks Overtime Payroll (\$15,000 exp increase)

General Fund #10 – Parks Department

Parks overtime pay was higher than anticipated in FY25. Overtime pay for the Parks department is due mainly to weekend cemetery burials, festival days, and snow removal in the winter.

W. Parks Seasonal Payroll (\$12,000 exp increase)

General Fund #10 – Parks Department

The Parks Department increased the starting pay from \$12/hour to \$14/hour for their mow crew in order to stay competitive and retain necessary staff. Current budgets were based on \$12/hour. The FY26 budget reflects the increased pay rates going forward.

X. Parks Vehicle Maintenance (\$4,500 exp increase)

General Fund #10 – Parks Department

The cost to maintain Parks vehicles and equipment was higher than anticipated. There was not one single incident that caused this overage but several throughout the year.

Y. Sycamore Tree Fungus Trimming (\$23,000 exp increase)

General Fund #10 – Parks Department

Our Sycamore trees and many throughout the state have developed a fungal disease called Anthracnose. In FY25 we attempted to mitigate the issue by hiring a tree trimming service to cut away a lot of the affected areas. The FY26 budget includes some additional money to continue treatment on the trees. Salt Lake City is also dealing with this same issue.

Z. Street Lighting Maintenance (\$35,000 exp increase)

General Fund #10 – Streets Department

The number of street lights in Farmington City increases each year with additional new roads. Several have been added in recent years, increasing the overall cost of maintenance.

AA. Streets Vehicle Maintenance (\$30,000 exp increase)

General Fund #10 – Streets Department

Large unexpected vehicle repairs resulted in about \$30,000 of repairs during the year.

BB. Employee Wellness Budget Reallocated (\$112,000 exp reallocation)

Affects multiple funds

The City offers a benefit to employees to get reimbursed up to \$1,000/employee for wellness related expenses. In the past the budget for this has all been in the City Attorney Department. We created new accounts in each department during the year specifically for this wellness program. This is not an increase in the budget but rather a reallocation of existing budget.

CC. HTRZ Analysis and Consulting (\$14,800 exp increase)

Station Park RDA Fund #22

In an effort to address Utah's housing affordability crisis the Utah legislators created Housing and Transit Reinvestment Zones (HTRZ). It's a tool used by local governments to facilitate transit-oriented development (TOD) and increase public transit usage by using a portion of tax revenue generated in the area to support costs associated with development near transit stations. Farmington has an opportunity to utilize this tool because of the nearby UTA frontrunner transit station at Station Park. This budget amendment is for the fees paid to the State of Utah and a consulting group to establish the Farmington HTRZ. These costs were paid for out of the Station Park RDA Fund.

DD. RAP Tax Bond -Trustee Admin Fees (\$1,000 exp increase)

RAP Tax Bond Fund #30

The City has been using RAP Tax funds to pay off a bond used for the construction of the 650 W Gym and Regional Park. The final payment on this debt service occurred in FY25. This budget amendment is to establish a budget for unanticipated trustee administration fees in the final year.

EE. Close out 2009 Police Sales Tax Bond Fund 31 (\$2,000 exp and rev increase)

Police Sales Tax Bond 2009 Fund #31 and General Fund

The final debt service payment in this fund was paid in FY24. This fund is no longer used and there is some remaining cash which needs to be transferred into the General Fund. This budget amendment will establish the both the expense and revenue budget for that transfer.

FF. Business Park Roadways (\$3,345,000 exp increase, carryover)

Capital Street Improvements Fund #38

Storm Water Fund #54

The total budget for the new business park roadways was established in the FY24 budget. The project costs spanned over several fiscal years. Due to the uncertainty of the how much cost would be incurred during FY25 no budget was included in the original budget with the intent that we would do a budget amendment at a later date. This budget amendment is to carry over the unused budget from FY24 with a better estimate of the total cost to be incurred in FY25. Included in the total is \$710,000 for street impact fee eligible expenses and \$445,000 for storm drain impact fee eligible expenses.

GG. Emergency Generator Repaid (\$13,500 exp increase)

Capital Equipment Fund #39

The Public Works building has a large generator for backup power. The generator stopped working unexpectedly, requiring some repairs.

HH. Property Taxes Paid – Condemned Property (\$8,100 exp increase)

Real Estate Property Fund #40

The city acquired a piece of condemned property (previously the Brown property near Rose Cove) during FY25 and as part of that acquisition the City paid the delinquent unpaid property taxes.

II. Sewer utilities collected and remitted to CDSD (\$85,000 exp and rev increase)

Sewer Fund #52

Farmington City bills and collects on behalf of Central Davis Sewer District (CDSD). Each year in the budget we estimate the amount of sewer utility payments that we will collect and also remit to CDSD. During the year the City collected and paid more than what was budgeted. This budget request will increase the expense and revenue accounts equally to better reflect the actual payments.

FUND BUDGETS AMENDED BY FY25 Budget Amendment #2**Fiscal Year Ending June 30, 2025****Farmington City Corporation****GOVERNMENTAL FUNDS****General Fund (10)****Revenues:**

Taxes Received	14,925,000			14,925,000
Intergovernmental	433,830			433,830
Licenses, Permits, Fees Received	819,325			819,325
Cost Sharing, Contributions Received	177,000			177,000
Charges for Services Revenue	273,930			273,930
Interest & Investment Earnings	115,700			115,700
Transfers In	34,040		2,000	36,040
Misc Revenue	82,500	15,000	22,700	120,200
Revenue total	16,861,325	15,000	24,700	16,901,025

Expenditures:

Administration	1,099,748		156,500	1,256,248
Buildings department	731,948		(28,800)	703,148
City Attorney	693,343		(109,000)	584,343
City Manager and Economic Development	485,261		2,000	487,261
Community Development	1,400,229	134,100	7,000	1,541,329
Engineering	228,751		4,000	232,751
Fire	2,931,266		332,313	3,263,579
Legislative	162,024			162,024
Parks & Cemetery	1,458,239	10,000	41,300	1,509,539
Police	5,244,005		214,139	5,458,144
Streets	993,333		75,500	1,068,833
Debt service for equipment	-		113,500	113,500
Transfers Out	2,145,855			2,145,855
Total Expenditures	17,574,002	144,100	808,452	18,526,554

Net change in fund balance	(712,677)	(129,100)	(783,752)	(1,625,529)
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FUND BUDGETS AMENDED BY FY25 Budget Amendment #2

Fiscal Year Ending June 30, 2025

Farmington City Corporation

	Adopted Budget	BA #1	BA #2	Budget After BA #2
Special Revenue - RDA US HWY 89 (20)				
Revenue	174,600			174,600
Transfer In	-			-
Expenditures	187,003			187,003
Transfers Out	-			-
Net change in fund balance	(12,403)	-	-	(12,403)
Special Revenue - RDA Station Park (22)				
Revenue	392,100			392,100
Transfers In	-			-
Expenditures	630,000		14,800	644,800
Transfers Out	1,473,000			1,473,000
Net change in fund balance	(1,710,900)	-	(14,800)	(1,725,700)
Debt Service - RAP Tax Bond (30)				
Revenue	701,700			701,700
Transfers In	-			-
Expenditures	384,380		1,000	385,380
Transfers Out	452,000			452,000
Net change in fund balance	(134,680)	-	(1,000)	(135,680)
Debt Service - Police Sales Tax Bond (31)				
Revenue	-			-
Transfers In	-			-
Expenditures	-		2,000	2,000
Transfers Out	4,040			4,040
Net change in fund balance	(4,040)	-	(2,000)	(6,040)
Debt Service - 2015 G.O Park Bond (35)				
Revenue	412,300			412,300
Transfers In	-			-
Expenditures	410,000			410,000
Transfers Out	-			-
Net change in fund balance	2,300	-	-	2,300

FUND BUDGETS AMENDED BY FY25 Budget Amendment #2

Fiscal Year Ending June 30, 2025

Farmington City Corporation

	Adopted Budget	BA #1	BA #2	Budget After BA #2
Capital Projects - Class C Roads (11)				
Revenue	1,837,100			1,837,100
Transfers in	-			-
Expenditures	3,136,500		23,000	3,159,500
Transfers Out	-			-
Net change in fund balance	(1,299,400)	-	(23,000)	(1,322,400)
Capital Projects - Govt Buildings (37)				
Revenue	3,334,066	97,089		3,431,155
Transfers In	-			-
Expenditures	2,700,000	243,239		2,943,239
Transfers Out	-			-
Net change in fund balance	634,066	(146,150)	-	487,916
Capital Projects - Streets (38)				
Revenue	1,605,200			1,605,200
Transfers In	152,000			152,000
Expenditures	699,345		2,900,000	3,599,345
Transfers Out	-			-
Net change in fund balance	1,057,855	-	(2,900,000)	(1,842,145)
Capital Projects - Equipment (39)				
Revenue	23,500			23,500
Transfers In	450,000			450,000
Expenditures	401,000	380,000	13,500	794,500
Transfers Out	-			-
Net change in fund balance	72,500	(380,000)	(13,500)	(321,000)

FUND BUDGETS AMENDED BY FY25 Budget Amendment #2**Fiscal Year Ending June 30, 2025****Farmington City Corporation**

	Adopted Budget	BA #1	BA #2	Budget After BA #2
Capital Projects - Land Acquisition (40)				
Revenue	1,400			1,400
Transfers In	-			-
Expenditures	-		8,100	8,100
Transfers Out	-			-
Net change in fund balance	1,400	-	(8,100)	(6,700)
Capital Projects - Park Improvements (42)				
Revenue	4,060,588			4,060,588
Transfers In	2,195,000			2,195,000
Expenditures	13,263,394			13,263,394
Transfers Out	-			-
Net change in fund balance	(7,007,806)	-	-	(7,007,806)
Capital Projects - Capital Fire (43)				
Revenue	14,117,760			14,117,760
Transfers In	-			-
Expenditures	13,328,488			13,328,488
Transfers Out	-			-
Net change in fund balance	789,272	-	-	789,272
Permanent Fund - Cemetery Perpetual Care (48)				
Revenue	14,200			14,200
Transfers In	-			-
Expenditures	-			-
Transfers Out	-			-
Net change in fund balance	14,200	-	-	14,200

FUND BUDGETS AMENDED BY FY25 Budget Amendment #2**Fiscal Year Ending June 30, 2025****Farmington City Corporation**

Adopted Budget	BA #1	BA #2	Budget After BA #2
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ENTERPRISE FUNDS**Water Fund (51)**

Revenue	4,882,610			4,882,610
Transfers In	-			-
Expenditures	10,418,613	247,000	10,500	10,676,113
Transfers Out	-			-
Change in Net Position	(5,536,003)	(247,000)	(10,500)	(5,793,503)

Sewer Fund (52)

Revenue	3,573,700		85,000	3,658,700
Transfers In	-			-
Expenditures	3,557,768		85,000	3,642,768
Transfers Out	-			-
Change in Net Position	15,932	-	-	15,932

Garbage Fund (53)

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

Storm Water Fund (54)

Revenue	1,968,000			1,968,000
Transfers In	-			-
Expenditures	3,567,642	48,000	445,000	4,060,642
Transfers Out	30,000			30,000
Change in Net Position	(1,629,642)	(48,000)	(445,000)	(2,122,642)

FUND BUDGETS AMENDED BY FY25 Budget Amendment #2**Fiscal Year Ending June 30, 2025****Farmington City Corporation**

	Adopted Budget	BA #1	BA #2	Budget After BA #2
Ambulance Fund (55)				
Revenue	855,600			855,600
Transfers In	-			-
Expenditures	808,486	333,000	39,313	1,180,799
Transfers Out	-			-
Change in Net Position	47,114	(333,000)	(39,313)	(325,199)
Transportation Fund (56)				
Revenue	775,700			775,700
Transfers In	-			-
Expenditures	868,000			868,000
Transfers Out	-			-
Change in Net Position	(92,300)	-	-	(92,300)
Recreation Fund (60, 67)				
Revenue	1,037,589			1,037,589
Transfers In	1,543,855			1,543,855
Expenditures	2,702,866		11,000	2,713,866
Transfers Out	-			-
Change in Net Position	(121,422)	-	(11,000)	(132,422)

RESOLUTION NO. 2025-____

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

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

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

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

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

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

Section 1. FYE 6-30-25 Municipal Budget Amendment. The attached document entitled ‘Fund Budgets Amended by FY25 Budget Amendment #2’, incorporated herein by reference, is hereby adopted.

Section 2. Miscellaneous Provisions.

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 17th DAY OF JUNE, 2025.
ATTEST **FARMINGTON CITY**

DeAnn Carlile,
City Recorder

Brett Anderson,
Mayor

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Amending the Consolidated Fee Schedule (CFS)

PRESENTED BY: Levi Ball

DEPARTMENT: Finance

MEETING DATE: June 17, 2025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Levi Ball
Date: June 11, 2025
Subject: Consolidated Fee Schedule Amendment

RECOMMENDATION

1. Review the narrative below and attached Consolidated Fee Schedule
2. Consider and approve a resolution to amend the Consolidated Fee Schedule

BACKGROUND

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

Impact Fees (C5): Presentation change to the columns to break out Fire Equipment and Fire Facilities. This was previously combined into one column. No change to amounts.

Utility Rates (D1-6): Utility rate increases roughly 8%

Parks & Rec (E2): Reducing nonresident fees for park picnic pavilion rental and special use permit fees to be the same as resident. The main reason for this change is to help with the administration of these fees in the recreation software. Having two separate amounts causes some complications.

Youth Theater (E3): Presentation change to remove the rows breaking out resident from nonresident. Those amounts are broken out in the columns. No change to amounts.

Business Licensing Fees (F): Under the Temporary Business License Fee section there are references to two fees. Remove the \$75+ fee and only have one fee for \$50 per solicitor.

GRAMA Request (H4): Increase the hourly rate for time researching from \$30/hr to \$35/hr. Added some clarifying descriptions for cost of flash drive.

Police Department (H5): Increase rate for police report from \$15 to \$20. Increase rate for accident report from \$20 to \$25. Remove service offered to residents for fingerprints.

Respectfully submitted,

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

Levi Ball
Assistant Finance Director

Review and concur,

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

Brigham Mellor
City Manager

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Time of Payment

[Note: the initial deposit for professional service/consultant fees set forth below is required at the time of application and each quarter thereafter up and until plat recordation, the issuance of building permit, the submittal of a site plan, application for preliminary, minor, or final subdivision plat, street dedication plat recordation, street vacation or street name change recordation, and/or until an easement or easement amendment is recorded--whatever the case may be--in anticipation of direct engineering/survey, City Attorney, and/or consultant review costs to be incurred by the City; fees are also required quarterly to pay any such cost incurred above the deposit amount—likewise, any deposit money not needed to off-set these costs will be refunded to the applicant].

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

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Concept Plan

Site Plan Application (Commercial, Industrial, or Apartment Dwelling Group)

per acre

per acre

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\$ 500.00

\$ 400.00

\$ 150.00 +

per unit

Conditional Uses	50% of original fee
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[illegible]

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

A11. Public Hearing Notice Fee Varies

Postage for each individual notice (Charged every time a public hearing is required).

A12. Maps and Publications

Maps sized 11"X17" - Streets, General Plan, Zoning, Other

Black and White \$ 0.50

Color \$ 2.50

Maps sized 24"X36" - Streets, General Plan, Zoning, Other

Black and White \$ 5.00

Color \$ 15.00

Trails Book \$ 20.00

A13. Planning Commission Review \$ 25.00

(Used for informal review of proposal by the Planning Commission)

City Council Review \$ 25.00

(Used for informal review of proposal by the City Council)

A14. Conservation Easement Amendments

Application Fee \$ 250.00

Engineering and Professional Service Fee, Initial & Quarterly Deposit \$ 750.00

(In accordance with the Conservation Easement Amendment Policy, the applicant is required to pay for any legal and engineering fees incurred by the City in response to an application request. The Professional Services Deposit is required to be paid at the time the application is filed with the City, and each quarter thereafter - see note above. Any unused deposit will be refunded to the applicant after recording of the easement amendment or denial of the application, as applicable. The applicant shall be required to pay for any legal and engineering costs incurred by the City in response to the application that exceed the deposit - see note above. Such costs shall be paid prior to recording of the easement amendment, if approved, or within 30 days of final decision, if denied.

Conservation Easement Enforcement and Monitoring Fund As set by City Council

A15. Additional Reviews

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

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

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Service Fee for Credit/Debit Cards	See H6.
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FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

***Utility Granville**

100 W HPS, Clear Acrylic, no bands on trim with shield (GVU100HP12B7NCUH) and 14' high, 5" shaft painted black fluted, direct bury, galvanized base (S14F5/9-CA-DBBGALV) and cost of wiring.

\$ 50.00

Storm Water Permit CGP or CCP State Permit Application Fee	\$450
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Storm Water Permit Bond	\$700 + \$1,100/acre (not to exceed \$4,000)
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Illicit Discharge Violation	Initial Offense	2nd Offense	3rd Offense
Tracking of soil or other debris off site	\$100	\$200	\$400
Uncontrolled Storm Water around site	\$150	\$300	\$600
Improper Chemical Storage	\$150	\$300	\$600
Soil/Cons. Material Stacked on Impervious Surface	\$150	\$300	\$600
Improper Sediment Control	\$150	\$300	\$600
Illegal Discharge from site	\$300	\$600 with Stop Work Order	
Improper Concrete Washout	\$300	\$600 with Stop Work Order	

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

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

*Actual costs

PLUS:

First 10 Lots	\$	1,000.00
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(Engineering and legal fees are required with adjustment made prior to application for Final Plat according to direct professional service costs incurred - see note above)

0 - 500 Square feet	\$	75.00
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1001 - 2500 Square feet	\$	225.00
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4000 - Square feet and larger	\$	375.00
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Resident		
New Rate	\$ Change	% Change

Non Resident		
New Rate	\$ Change	% Change

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

B10. Miscellaneous or Pre-Application Professional Services Deposit		
Minimum Deposit	\$	150.00
Maximum Deposit (Unless otherwise set by the Council)	\$	2,500.00
(A professional services deposit may be required for applications, inquiries or pre-application review of proposals or contracts, or any other services rendered by the City's engineering, legal, building, planning, architectural, or other consultants. Any services valued above the minimum deposit must be approved by the City Manager.)		
B11. Additional Reviews		
(After the second review, each application re-submission to the Development Review Committee (DRC) shall require full payment of the respective application fee.)		
B12. Fire Hydrant Meter Fees		
Deposit (cost to replace meter, refundable)*	\$	1,850.00
One-time permit fee	\$	70.00
Monthly rental fee (1 month minimum)	\$	70.00
Cost of water	\$	5.00
*The deposit refund will be reduced by the amount of the water usage		
Unpermitted use - Theft of service		
First offense	\$	250.00
Subsequent offenses	\$	500.00
B13. Service Fee for Credit/Debit Cards		See H6.

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

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

C. BUILDING PERMIT APPLICATION & RELATED FEES		
<u>Time of Payment</u>		
Fees in this section shall generally be payable prior to the issuance of the building permit.		
C1. Plan Review Deposit		
Residential	\$	75.00
Commercial	\$	250.00
C2. Plan Check Fee		
Residential	40% of building application permit fee.	
Residential (same model)	\$	100.00
Commercial	65% of building application fee.	
C3. State Inspection Fee	1% of bldg. application fee	
C4. Building Board of Appeals Application		
Appeals (Cost of appeal will be refunded if appeals board or officer finds the City to have erred)	\$	300.00

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

C5.	Temporary Occupancy Application Fee*	\$	50.00
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*Requires minimum cash bond of \$5,000 as per Section 10-5-050 of City code and additional bonding as determined by the City's Building Official.

Farmington City Miscellaneous Residential Building Permit Fees

Item	Cost Per Square Foot or Flat Rate
Basement Rough (New Construction)	\$13.75+
Basement Finish (New Construction)	\$18.45+
Finish Basement (Existing)	\$6.05+
Garage	\$23.65+
Carport	\$13.03+
Porches with Redwood Deck	\$15.69+
Porches with Concrete Slab	\$13.31+
Patio - Concrete	\$3.99+
Open Deck - Redwood	\$8.23+
Swimming Pool (above ground)	\$33.37+
Swimming Pool (below ground)	\$44.41+
Hot Tub (2 inspections, flat rate)	\$111.10+
Retaining Wall (8')	\$61.71+
Retaining Wall (2')	\$40.29+
Convert Roof - Flat to Pitch	\$8.51+
Agriculture Building (under 400 s.f.)	\$14.22+
Agriculture Building (over 400 s.f.)	\$19.65+
Agriculture Building (open)	\$12.06+
Storage Shed (under 400 s.f.)	\$17.15+
Storage Shed (over 400 s.f.)	\$19.57+
Solar (Flat Rate)	\$ 378.01

**On small projects that are difficult to determine a valuation, the Building Official has the discretion to determine how many inspections the project will require and charge accordingly.

Note: Minimum permit fee is \$55.00 for one inspection and .55 for State 1%
All residential building permit fees will also be charged a Plan Check Fee of 40% of the Building Permit Fee
Plan Check Fee for Duplicate Models (card file) Plans - \$100

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

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Square foot Construction Costs (a,b,c,d)

Group	(2006 International Building Code)	Type of construction					
		IA	IB	IIA	IIB	IIIA	
A-1	Assembly, theaters, with Stage	\$ 196.11	\$ 189.78	\$ 185.37	\$ 177.60	\$ 167.20	
	Assembly, theaters, without stage	\$ 177.62	\$ 171.29	\$ 166.88	\$ 159.10	\$ 148.75	
A-2	Assembly, nightclubs	\$ 149.94	\$ 145.74	\$ 142.04	\$ 136.49	\$ 128.53	
A-2	Assembly, restaurants, bars, banquet halls	\$ 148.94	\$ 144.74	\$ 140.04	\$ 135.49	\$ 126.53	
A-3	Assembly, Churches	\$ 180.72	\$ 174.39	\$ 169.98	\$ 162.21	\$ 151.82	
A-3	Assembly, general, community halls, libraries, museums	\$ 152.81	\$ 146.48	\$ 141.07	\$ 134.30	\$ 122.33	
A-4	Assembly, arenas	\$ 176.62	\$ 170.29	\$ 164.88	\$ 158.10	\$ 146.75	
B	Business	\$ 154.16	\$ 148.70	\$ 144.00	\$ 137.27	\$ 125.07	
E	Educational	\$ 166.52	\$ 160.91	\$ 156.34	\$ 149.52	\$ 140.14	
F-1	Factory & industrial, moderate hazard	\$ 92.68	\$ 88.42	\$ 83.70	\$ 80.93	\$ 72.45	
F-2	Factory & industrial, low hazard	\$ 91.68	\$ 87.42	\$ 83.70	\$ 79.93	\$ 72.45	
H-1	High Hazard, explosives	\$ 86.84	\$ 82.58	\$ 78.86	\$ 75.09	\$ 67.79	
H234	High Hazard	\$ 86.84	\$ 82.58	\$ 78.86	\$ 75.09	\$ 67.79	
H-5	HPM	\$ 154.16	\$ 148.70	\$ 144.00	\$ 137.27	\$ 125.07	
I-1	Institutional, supervised environment	\$ 152.30	\$ 147.08	\$ 143.14	\$ 137.34	\$ 128.24	
I-2	Institutional, hospitals	\$ 256.26	\$ 250.80	\$ 246.11	\$ 239.38	\$ 226.55	
I-2	Institutional, nursing homes	\$ 179.18	\$ 173.72	\$ 169.02	\$ 162.30	\$ 150.51	
I-3	Institutional, restrained	\$ 174.99	\$ 169.52	\$ 164.83	\$ 158.10	\$ 147.16	
I-4	Institutional, day care facilities	\$ 152.30	\$ 147.08	\$ 143.14	\$ 137.34	\$ 128.24	
M	Mercantile	\$ 111.44	\$ 107.24	\$ 102.53	\$ 97.99	\$ 89.62	
R-1	Residential, hotels	\$ 154.24	\$ 149.02	\$ 145.08	\$ 139.28	\$ 129.95	
R-2	Residential, multiple family	\$ 129.33	\$ 124.11	\$ 120.17	\$ 114.37	\$ 105.16	
R-3	Residential, one & two-family	\$ 122.11	\$ 118.76	\$ 115.86	\$ 112.68	\$ 108.62	
R-4	Residential, care/assist living facilities	\$ 152.30	\$ 147.08	\$ 143.14	\$ 137.34	\$ 128.24	
S-1	Storage, moderate hazard	\$ 85.84	\$ 81.58	\$ 76.86	\$ 74.09	\$ 65.79	
S-2	Storage, low hazard	\$ 84.84	\$ 80.58	\$ 76.86	\$ 73.09	\$ 65.79	
U	Utility, miscellaneous	\$ 65.15	\$ 61.60	\$ 57.92	\$ 55.03	\$ 49.70	

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

Building Valuation Data (continued)

Electronic files of the latest Building Valuation Data can be downloaded from the Code Council website at www.iccsafe.org/cs/techservices

File: CFS as adopted on 2024-12-17 with proposed changes.xlsx

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

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

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

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

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

** Actual costs include administrative and overhead costs.

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

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

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Impact Fees (other than Transportation and Water)							
Property Type	Unit of Measure	Impact Fees per					Total
		Storm Water Drainage*	Parks & ** Recreation	Fire Facilities Impact Fee for Land & Building**	Fire Equipment Impact Fee for Land & Building**	Police Capital	
Single Family	dwelling unit	\$ 1,709.87	\$ 6,616.00	\$ 915.48	-	\$ 772.38	\$ 10,013.73
Multi-Family	dwelling unit	\$ 1,299.50	\$ 4,440.00	\$ 915.48	-	\$ 772.38	\$ 7,427.36
Multi-Family	dwelling unit	\$ 1,299.50	\$ 4,440.00	\$ 900.06	-	\$ 642.70	\$ 7,282.26
Hotel	Room	\$ 1,299.50	-	-	-	-	\$ 1,299.50
	1,000 sq. Ft.	-	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 2,400.00
Commercial	1,000 sq. Ft.	\$ 2,376.71	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,776.71
Office	1,000 sq. Ft.	\$ 1,812.46	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,212.46
Industrial	1,000 sq. Ft.	\$ 2,103.14	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,503.14
Warehouse	1,000 sq. Ft.	\$ 2,103.14	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,503.14
Mini-Warehouse	1,000 sq. Ft.	\$ 2,103.14	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,503.14
Institutional	1,000 sq. Ft.	\$ 837.83	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 3,237.83

*Impact Fee Collected at Plat Recordation

**Impact Fees Collected at Building Permit

Water Impact Fees*	
Property Type	Amount
Single Family / dwelling unit	\$ 4,263.00
Multi-Family / dwelling unit	\$ 2,500.00
Hotel / ERC**	\$ 4,263.00
Commercial / ERC**	\$ 4,263.00
Office / ERC**	\$ 4,263.00
Warehouse / ERC**	\$ 4,263.00
Industrial / ERC**	\$ 4,263.00
Institutional / ERC**	\$ 4,263.00
* Impact Fee Collected at Plat Recordation	
** One Equivalent Residential Connection (ERC) = 24 Drainage Fixture Units (DFU). Minimum impact fee is \$4,263.00.	

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

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Resident		
New	\$	%
Rate	Change	Change

Non Resident		
New	\$	%
Rate	Change	Change

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

C6. Connection Fees

Culinary Water

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

C7. Street Cleaning Fee

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

C8. Service Fee for Credit/Debit Cards

See H6.

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

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Time of Payment

D1. Culinary Water
Water minimum (Base Rate)

Usage charges:

Water users living outside of Farmington City limits will be charged double the rate.

First automated container	\$ 19.00	per month
Each additional automated container	\$ 17.49	per month per container
Extra can pickup fee	\$ 25.00	per occurrence
Extra can delivery fee	\$ 25.00	per occurrence
Can replacement fee	\$ 110.00	per occurrence

[illegible]

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

D4. Recycling Collection Fee

\$

3.60

per month
per container

Extra can pickup fee

\$

25.00

per occurrence

Extra can delivery fee

\$

25.00

per occurrence

Can replacement fee

\$

110.00

per occurrence

D5. Storm Water Utility

*Drainage Utility Fee

Each single family residential unit and residential duplex shall be charged the following monthly "Drainage Utility Fee" as the established base rate for one Equivalent Service Unit (ESU) equaling 4,083 sf of impervious surface.

\$

8.60

per month

Each developed multi-family residential parcel, commercial parcel, and other non-residential parcel shall be charged a monthly Drainage Utility Fee as the multiple of the base rate set forth in Section 1, based upon the number of ESU's on the property and the measured impervious surface area. The number of ESU's on any particular developed parcel shall be determined by measuring the amount of impervious surface on the parcel (in square feet) and dividing that number by the designated base ESU of 4,083 sf. The actual monthly Drainage Utility Fee shall be computed by multiplying the total ESU's for the parcel by the monthly rate set forth in Section 1. For example, a parcel with 25,000 square feet of impervious surface area shall pay a fee of \$42.86 per month: 25,000/4,083=6.123 ESUs then 6.123X\$7=\$42.86.

\$

8.60

per month
per ESU

D6. Transportation Utility

Residential Transportation Utility Fee

\$

3.60

per month per ERU

Residential Uses. As specified in the latest edition of the Institute of Transportation Engineers (ITE) Trip General Manual, a single family dwelling generates 9.5 trips/day. Accordingly, each single family dwelling shall be charged the following above monthly "Residential Transportation Utility Fee" as the established base rate for one Equivalent Residential Unit (ERU)

Non-Residential Transportation Utility Fee

\$

1.84

per month per ERU

Non-Residential Uses. Each and all non-residential uses shall be charged a monthly Transportation Utility Fee based upon the number of ERU's on the property as measured by the size of the use and the trips generated thereby as set forth in the ITE manual for such use. The actual monthly Transportation Utility Fee shall be computed by multiplying the total ERU's for the use/parcel by the monthly non-residential rate set forth above.

D7. Penalties for Late Payments and Nonpayments on Utility Bills

Late payments

5% of past due balance

Reestablishment of service fee

\$

25.00

Returned payment fee

\$

20.00

D8. Deferral fee (paid at time of request)

\$10.00*

per month

*The deferral fee is in lieu of services provided by Farmington City (water, garbage, storm water, and transportation). Customers will still be billed the full amount for sewer services as C.D.S.D does not have a deferral program.

Resident					Non Resident				
	New Rate	\$ Change		% Change		New Rate	\$ Change		% Change
\$	3.90	\$	0.30	8.33%					
\$	9.30	\$	0.70	8.14%					
\$	9.30	\$	0.70	8.14%					
\$	3.90	\$	0.30	8.33%					
\$	2.00	\$	0.16	8.70%					

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

E2. Parks & Recreation Facilities Use Fees

Park Picnic Pavilions (2 hour min)

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

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

Special Use Permit Fees

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

Community Arts Center Rental Fees

Main Floor

Main Hall Rental Fees (minimum of 2 hours)

	Resident	Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$ 215.00	\$ 215.00	
Family Events	\$ 70.00	\$ 140.00	per hour
All other Events	\$ 115.00	\$ 230.00	per hour
City Employees	\$ 30.00	\$ 30.00	per hour

Miscellaneous Fees

One Microphone CD and/or iPod hookup	\$ 11.00	\$ 11.00	
Sound and Light Technician	\$ 35.00	\$ 35.00	per hour

Classrooms (minimum of 2 hours)

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

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

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

Resident			Non Resident		
New	\$	%	New	\$	%
Rate	Change	Change	Rate	Change	Change
			\$ 55.00	\$ (15.00)	-21.43%
			\$ 110.00	\$ (15.00)	-12.00%
			\$ 15.00	\$ (15.00)	-50.00%
			\$ 30.00	\$ (15.00)	-33.33%
			\$ 30.00	\$ (15.00)	-33.33%
			\$ 27.00	\$ (15.00)	-35.71%
			\$ 80.00	\$ (15.00)	-15.79%
			\$ 110.00	\$ (15.00)	-12.00%
			\$ 50.00	\$ (15.00)	-23.08%
\$ 11.00	\$ -	0.00%			
\$ 35.00	\$ -	0.00%			

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

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

Holiday Rates:	Resident		Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$	215.00	\$	215.00
Family Use - Upstairs	\$	85.00	\$	170.00
Family Event - Basement	\$	70.00	\$	140.00
All other events - Upstairs	\$	150.00	\$	345.00
All other events - Basement	\$	140.00	\$	280.00

Community Arts Center Cancellation Fee

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

E3. Arts & Special Events

<u>Youth Theater</u>	Resident	Non-Res.
Deposit (refundable if volunteer hours are completed)	\$ 85.00	\$ 85.00
Resident Participant fee	\$ 25.00	\$ 25.00
Non-Resident participant fee	\$ 35.00	\$ 35.00
Tickets in advance	\$ 7.00	\$ 7.00
Tickets at the door	\$ 8.00	\$ 8.00
Tickets - Peer youth group rate (10+)	\$ 5.00	\$ 5.00
Tickets - Group rate (15+)	\$ 5.00	\$ 5.00

Fall Theater

Dinner Theater tickets in advance	\$	30.00	\$	30.00
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[illegible]

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Military discount (active duty and veteran) on daily admissions and pool memberships	25%
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<u>Season Membership</u>	Resident**	Non-Res.**
Individual	\$ 75.00	\$ 125.00
Family Pass* - First two members in household	\$ 150.00	\$ 240.00
Family Pass* - Each additional member of household	\$ 20.00	\$ 30.00

****Early bird discount \$10/Individual and \$25/Family Pass (first two members) if purchased before May 1st.**

*Pool rental is available only from 7pm-10pm during summer break. Once school begins, the pool can be rented from 5:30pm-8:30pm

If cancelled prior to seven (7) days there will be a \$5 processing fee charged. If a cancellation is made as permitted in this section, the city shall promptly refund to the User any monies received, less the processing fee or cancellation fee. The cancellation fee shall be either Fifty Dollars (\$50) or the amount of the partial payment, whichever is less, an is to compensate the City for processing the cancellation and rescheduling of the Facilities.

*Individual lessons are four, 30 minute lessons taught during open swim. The teacher-student ratio is 1:1. Group lessons are eight 37min lessons. The teacher-student ratio for beginners is 2:6. All other group classes are 1:6.

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

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

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

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

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

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

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

E7.

25%

Resident	Non-Res.
1	1
2	2
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4	4
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100	100

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

Resident	Non-Res.
----------	----------

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

Resident	Non-Res.
----------	----------

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

Resident	Non-Res.
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Youth (7-17)	\$	115.00	\$	150.00
Adult (18 and Older)	\$	115.00	\$	205.00
Senior (65+)	\$	65.00	\$	120.00
Family (first two members)**	\$	180.00	\$	300.00
Each additional family member**	\$	15.00	\$	15.00

Resident	Non-Res.
----------	----------

Youth (7-17)	\$	220.00	\$	280.00
Adult (18 and Older)	\$	220.00	\$	390.00
Senior (65+)	\$	120.00	\$	220.00
Family (first two members)**	\$	340.00	\$	560.00
Each additional family member**	\$	20.00	\$	20.00

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

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

Pickleball Courts (Outdoor Only Courts 1&2)	\$	12.00	\$	14.00	per 2 hrs
Tennis Courts	\$	8.00	\$	8.00	

Resident		
New Rate	\$ Change	% Change

Non Resident		
New Rate	\$ Change	% Change

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Additional Fees

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

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

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

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

G. FIRE-RELATED FEES

G1. Ambulance Services

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

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

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

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

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

G2. Fire Alarm Fees

3rd false fire alarm within any three hundred sixty five (365) day period	\$	500.00
Each additional false fire alarm in the same rolling period incremental by \$100 per alarm		

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

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

H. OTHER MISCELLANEOUS FEES

Time of Payment

Payment is due upon request for services.

H1. Advertising Space in City Newsletter

Large Block Advertising Space	\$	600.00
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(Space measured up to 3" X 5")

Medium Block Advertising Space	\$	150.00
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(Space the size of a standard business card - approximate size not to exceed 3 1/2" X 2")

Small Block Advertising Space	\$	75.00
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(Space measured up to 1 1/2" X 1 1/2")

H2. Municipal Parking Violation Fine (except for handicapped parking)	\$	25.00
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H3. Civil Penalty Fines

Citation: Property maintenance (weeds, inoperable vehicles, debris, etc.)*	\$	100.00
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Administrative Fee to Oversee Abatement	\$	100.00
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Building code or zoning violations	\$	1,000.00	maximum**
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Continuing building or zoning violations	\$	100.00	per day
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Conducting business without a license	\$	50.00	per day
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Conducting business with a suspended/revoked license	\$	200.00	per day
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Illicit discharge or connection into Storm Water System*:**

Negligent discharge of non-hazardous waste	\$	50.00	per day
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Negligent discharge of hazardous waste/sewage	\$	200.00	per day
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Intentional discharge of non-hazardous waste	\$	125.00	per day
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Intentional discharge of hazardous waste/sewage	\$	500.00	per day
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Violations of posted orders:

Unlawful to do business	\$	300.00	per day
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Stop Work Order	\$	500.00	per day
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Closed to Occupancy	\$	200.00	per day
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*If paid within ten (10) days of the date of service of civil citation \$100. The civil penalty shall be \$200, if paid after ten (10) days but within twenty (20) days of service. The civil penalty shall be \$300 if paid after twenty (20) days but within thirty (30) days of service. After thirty (30) days, unpaid civil penalties shall accrue interest at the rate set forth by the State of Utah for unpaid judgements.

** Fines vary at the discretion of the enforcement official depending upon the severity of the offense, which considers the following factors: intentions of the offender, whether it is a repeated offense, and the impact or harm to neighbors or the community.

***These are minimum amounts. The actual fine will reflect the severity of the violation. Second offenses committed within twelve months of a prior offense shall be subject to double the penalty listed in this schedule. Each subsequent offense is subject to triple the penalty listed (but not to exceed \$1,000 per day).

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

Changes effective July 1, 2025 unless otherwise noted

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

H4. GRAMA Request

Copying per page	\$ 0.25	
Time in researching and compiling the record (exceeding 15 minutes)	\$ 30.00	per hour
CD/Jump Flash Drive	\$ 30.00	per flash drive

H5. Police Department

Police Report (free for the victim)	\$ 15.00	
Accident Report (accessed online through online provider)	\$ 20.00	
Accident Report (provided by staff)	\$ 30.00	
Accompanying Data (photographs, diagrams, etc.) provided on CD/jump drive	\$ 30.00	
Video requests (dashcam, bodycam)	\$ 30.00	per officer
Fingerprints (Farmington residents only)	\$ 5.00	
Event Security - Minimum of two (2) hours charged in hour increments for time at the event.	\$ 100.00	per hour for each staff member

H6. Service Fee for Credit/Debit Cards 2.75%

H7. Improper Use of Dumpster \$75.00

City park dumpsters are for park-use waste only. Nonpark waste is prohibited and improper use will result in fines.

Last Revision: Amended 06-17-2025

Resident			Non Resident		
New	\$	%	New	\$	%
Rate	Change	Change	Rate	Change	Change
\$ 35.00	\$ 5.00	16.67%			
\$ 20.00	\$ 5.00	33.33%			
\$ 25.00	\$ 5.00	25.00%			
\$ -	\$ (5.00)	-100.00%			

RESOLUTION NO: ____

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

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

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

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

Section 1: Amendment. The Farmington City Consolidated Fee Schedule is hereby amended to include the various changes as proposed by City staff.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF
UTAH, THIS 17th DAY OF JUNE 2025.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Adopting the Compensation Schedule for Executive
Municipal Officers

PRESENTED BY: Levi Ball

DEPARTMENT: Finance

MEETING DATE: June 17, 2025

CITY COUNCIL STAFF REPORT FOR JUNE 17, 2025

To: Mayor and City Council
From: Greg Davis
Date: June 12, 2025
Subject: **Compensation of Officials – Public hearing and compensation schedule adoption**

RECOMMENDATIONS

1. Review the included compensation schedule beginning July 2025
2. Hold a public hearing on June 17, 2025
3. Consider and approve a resolution to adopt the compensation as per schedule

BACKGROUND

In accordance with 10-3-818 (SB 91, 2024 General Session), a municipal government must adopt compensation of “elective and statutory officers” after holding a public hearing.

Respectfully submitted,



Greg Davis
Finance Director

Review and concur,



Brigham Mellor
City Manager

Exhibit A: Elective and Statutory Officers Receiving Compensation Increases

Budget FY2026 Adopted, Farmington City

Public Hearing, June 17, 2025

	Total Pctg Increase to Wages
Assistant City Manager/City Engineer	11%
Assistant Community Development Director	5%
Assistant Finance Director	5%
Assistant Public Works Director	5%
City Attorney	5%
City Manager	5%
Community Development Director	5%
Councilmember	5%
Finance Director	5%
Fire Chief (new hire June 2025, no increase)	0%
Mayor	5%
Parks & Recreation Director	5%
Police Chief	5%
Public Works Director	5%

ORDINANCE NO: 2025-

**AN ORDINANCE OF THE FARMINGTON CITY COUNCIL ENACTING
COMPENSATION INCREASES FOR SPECIFIC CITY OFFICERS**

WHEREAS, Utah law requires all municipalities to conduct a public hearing and present proposed compensation increases for elective and appointed executive municipal officers before adopting those increases: and

WHEREAS, the City Council, after giving appropriate notice, conducted a hearing on the matter of increases for those officers; and

WHEREAS, the City Council finds that enacting this ordinance authorizing the proposed increases complies with Utah law and will promote the welfare and proper administration of municipal functions in Farmington City,

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

Section 1: Enactment. The attached Exhibit A contains compensation increases for executive municipal officers, which is proposed for inclusion in the City's Fiscal Year 2026 budget.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS ___TH DAY OF _____ 2025.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Adopting the Municipal Budget for Fiscal Year 2026

PRESENTED BY: Levi Ball

DEPARTMENT: Finance

MEETING DATE: June 17, 2025

CITY COUNCIL STAFF REPORT FOR JUNE 17, 2025

To: Mayor and City Council
From: Levi Ball
Date: June 11, 2025
Subject: **Adoption of FY 2025-26 Municipal Budget**

RECOMMENDATIONS

1. Review the included budget documents
2. Hold a public hearing on June 17, 2025 for the FY26 municipal budget
3. Consider and approve a resolution to adopt the FY26 municipal budget

BACKGROUND

The recommended FY26 budget was presented to the City Council on May 6, 2025 and adopted as a tentative budget that evening. In subsequent work sessions the City Council entertained detailed presentations by city leadership for all programs and funds and discussed possible changes.

The following two changes have been identified:

1. Property tax revenue – On June 9 the city was notified that the State Tax Commission had completed their review of property values. The growth figure was more than city administration's projection included in the recommended budget. We now recommend increasing the General Fund's property tax revenue budget by \$153,000, matching the final amount reported for our city.
2. Public Safety dispatch costs and E911 revenue reimbursement – Following discussions with Davis County officials, we recommend removing all revenue of E911 reimbursement budgeted in the amount of \$175,878 to the General Fund and \$117,252 in the Ambulance Fund. Furthermore, the recommended budget included an incorrect figure on the expense side – payments from Farmington City to compensate Bountiful City for E911 revenue that will continue to be sent by the State to Davis County during the three-year transition period. In error, the recommended expense budget for payments to Bountiful City was higher than stipulated in the contract. We ask the Council to reduce the General Fund expense budget in the General Fund by \$28,883 and the Ambulance Fund expense budget by \$19,256.

Please refer to the attached schedules:

- Calendar for budgeting FY26
- Highlights of major items
- Fund listing with FY26 adopted budgets
- Key Changes by Fund, showing changes from the current year FY25's original adopted budget to the new year FY26's adopted budget
- Key Changes by General Fund Departments
- Staffing document

Respectfully submitted,

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

Levi Ball
Assistant Finance Director

Review and concur,

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

Brigham Mellor
City Manager

BUDGETING FOR FY26

January 2025	February 2025	March 2025	April 2025	May 2025	June 2025
<div>Budget Season Planning w/ Budget Committee</div> <div>Work on: Revenue projections Market comparisons Impact fee analysis Debt Fleet replacement funding Road projects Waterworth models</div> <div>Jan 20 (Mon) - 24 (Fri) Individual dept kickoff mtgs with Finance</div>		<div>Mar 4 (Tue) Budget requests reviewed by Finance Team</div> <div>Mar 17 (Mon) Budget committee meetings w/ department directors and teams</div> <div>Mar 24 (Mon) Budget committee meetings to balance (two week period)</div>	<div>Apr 7 (Mon) Budget committee meeting(s) with Mayor, prelim decisions</div> <div>Apr 16 (Wed) ULCT days start</div> <div>Apr 21 (Mon) Budget committee meetings w/ Mayor and department directors to tell of decisions</div> <div>Apr 28 (Mon) Budget documents prepared</div>	<div>May 1 (Thu) Recommended budget transmitted</div>	
				May 6 Council Meeting	June 3 Council Meeting
				Work session (5pm start): - Dept presentations Regular Session: - Presentation of recommended budget and adoption as the 'tentative' budget	Work session: - Council deliberations - CFS review
				May 20 Council Meeting	June 17 Council Meeting
	<div>Feb 12 (Wed) Current year projections and base payroll due from departments</div> <div>Feb 24 (Mon) Budget requests due from depts including staffing and fees/rates</div> <div>HR market study completed</div>			Work session (5pm start): - Dept presentations	Work session: - Council deliberations
					Regular Session: For Municipality and RDA: Public hearings and adoption of 1. Budgets 2. Consolidated Fee Schedule (CFS) 3. Certified Tax Rate for Property Tax 4. Compensation increases for elective and statutory officers

HIGHLIGHTS OF MAJOR ITEMS

FY26 ADOPTED BUDGET

Sales Tax

Farmington has relied heavily on sales tax funding, with sales tax being the General Fund's largest single revenue source for operations, representing roughly half of ongoing sources. 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 \$1M each year. However, in FY23 and FY24 that growth slowed to \$283,000 and \$182,000 respectively.

The FY26 adopted budget includes sales tax revenue of \$7,450,000 - a 4% decline from the latest projected FY25 total of \$7,750,000 (projected after receiving the distribution for March 2025 revenue, received in May 2025). Administration is taking this conservative approach based on the trend in recent months and years and on increased speculation of a potential downturn in the economy.

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 is nearing completion. It may take a few years for that growth to come to fruition.

No Property Tax Increase

The FY26 adopted budget does not include a property tax.

Staffing and Pay

- A 5% combination of cost-of-living increase and merit to all full-time employees and elected officials (excluding PD officers)
- PD step and grade adjustments – In lieu of the 5% shown above PD officers will get adjusted on the step and grade scale based on years of experience. Increases will vary by officer.
- Additional budget to address compression, market adjustments, and employee reclassifications
- Budget adjustments and allocations between funds have been updated to reflect current staffing and time spent in providing services to the city's various programs
- Total full-time employees increased from 112 to 113 with the addition of a new Street Maintenance Worker. This position is funded 100% with Class C road funds and 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

Balancing the General Fund - Ongoing Revenues versus Ongoing Expenses

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 adopted budget includes several key elements which were implemented in order to balance the General Fund without a property tax increase.

- 1) **RAP Tax** – Up until FY25 RAP tax was largely committed to pay debt service on a \$3,500,000 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 FY26 adopted 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.
- 2) **Fund #20 Highway 89 RDA Property Tax** – Up until FY25 property tax increment received in this RDA was used to pay debt service on a \$1,139,000 bond for a portion of the 650 West Gymnasium and Park construction costs. That debt was paid off in FY25 allowing \$64,000 of additional property tax in the General Fund.
- 3) **Fund #22 Station Park RDA Property Tax** – This RDA area can now be closed allowing \$370,000 of additional property tax in the General Fund.
- 4) **Building Permits** – Anticipating \$485,000 of additional revenue in the General Fund due to timing of development projects. Building permits cannot be relied on as a sustainable ongoing revenue source. However, in FY26 these additional funds greatly help balance the General Fund.
- 5) **Payroll Allocations** – 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.
- 6) **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 and 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.

Utility Rate Increases

The FY26 budget includes an increase on all utilities. These rate increases are necessary to ensure 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.

Implementation of a green waste program is being considered for FY26. The FY26 adopted 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 later date. The following chart does not incorporate the fees associated with a potential green waste program.

FY25 vs FY26 Utility Fees (typical residential bill) - ADOPTED FY26

To cover inflationary impacts and infrastructure maintenance and replacement

	<u>FY25</u>	<u>FY26</u>	<u>\$ Change</u>	<u>% Change</u>
Water	24.40	26.40	2.00	8.2%
Sewer District *	38.70	41.70	3.00	7.8%
Garbage	19.00	20.50	1.50	7.9%
Recycling	3.60	3.90	0.30	8.3%
Storm Water	8.60	9.30	0.70	8.1%
Transportation	3.60	3.90	0.30	8.3%
Total	<u>97.90</u>	<u>105.70</u>	<u>7.80</u>	<u>8.0%</u>

* Increase assessed by Central Davis Sewer District

Note - Rates will vary by customer depending on number of cans, if in an area that requires pumping for sewer, etc.

FY26 RECOMMENDED BUDGET BY FUND AND TRANSACTION TYPE

Revenues and sources are shown as negatives (credits)

	REVENUE	TRANSFERS IN	SALE OF CAPITAL ASSETS	FINANCING SOURCES	EXPENSES	TRANSFERS OUT	NON-CASH EXPENSES	FUND BAL INCREASE (USE)
GENERAL FUND								
#10 GENERAL FUND	(17,814,549)	(720,000)	-	-	15,902,170	2,434,553	-	197,826
SPECIAL REVENUE (RDA) FUNDS								
#20 FARMINGTON RDA FUND	(3,600)	-	-	-	12,000	-	-	(8,400)
#22 FARMINGTON STATION PARK RDA	(22,100)	-	-	-	3,000	-	-	19,100
DEBT SERVICE FUNDS								
#30 RAP TAX BOND	(651,700)	-	-	-	-	650,000	-	1,700
#31 POLICE SALES TAX BOND 2009	-	-	-	-	-	-	-	-
#34 2007, 2009 BLDGS G.O. BOND	-	-	-	-	-	-	-	-
#35 2015 G.O. PARK BOND	(413,300)	-	-	-	411,000	40,000	-	(37,700)
CAPITAL IMPROVEMENT FUNDS								
#11 CLASS C ROAD FUND	(2,052,000)	-	-	-	1,734,642	-	-	317,358
#37 GOVT BUILDINGS IMPROV/OTHER	(443,362)	-	-	-	90,149	-	-	353,213
#38 CAPITAL STREET IMPROVEMENTS	(2,218,284)	(152,000)	-	-	943,000	-	-	1,427,284
#39 CAPITAL EQUIPMENT FUND	(16,500)	(450,000)	(32,500)	-	410,404	-	-	88,596
#40 REAL ESTATE PROP. ASSET FUND	(1,400)	-	(10,995,000)	-	-	-	-	10,996,400
#42 PARK IMPROVEMENT FUND	(1,759,840)	-	-	-	439,149	-	-	1,320,691
#43 CAPITAL FIRE FUND	(542,173)	-	-	-	-	-	-	542,173
PERMANENT FUND								
#48 CEMETERY PERPETUAL FUND	(14,200)	-	-	-	-	-	-	14,200
ENTERPRISE FUNDS								
#51 WATER FUND	(5,396,315)	-	(39,000)	-	10,963,432	-	-	(5,528,117)
#52 SEWER FUND	(3,966,700)	-	-	-	3,969,376	-	-	(2,676)
#53 GARBAGE FUND	(2,507,300)	-	-	-	2,471,839	-	-	35,461
#54 STORM WATER FUND	(2,183,874)	-	(35,000)	-	3,133,345	30,000	-	(944,471)
#55 AMBULANCE SERVICE	(855,600)	-	-	-	1,222,990	-	-	(367,390)
#56 TRANSPORTATION UTILITY FUND	(872,700)	-	-	-	931,000	-	-	(58,300)
#60,67 RECREATION FUNDS	(1,043,589)	(1,832,553)	-	-	2,864,115	-	-	12,027
Grand Total	(42,779,086)	(3,154,553)	(11,101,500)	-	45,501,610	3,154,553	-	8,378,976

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

GENERAL FUND (Fund #10)

Revenue

Ongoing revenue:

Sales tax	7,775,000	7,450,000		7,450,000	(325,000)	-4.2%
Property taxes - Increase is due to estimated growth, not TNT	4,916,000	4,980,000	153,000	5,133,000	217,000	4.4%
Property taxes - formerly collected by Station Park RDA Fund	-	370,000		370,000	370,000	
Property taxes - formerly collected by US89 RDA Fund	-	64,000		64,000	64,000	
Energy Sales and Use Tax	1,700,000	1,640,000		1,640,000	(60,000)	-3.5%
Building permits	550,000	1,035,000		1,035,000	485,000	88.2%
Service contract with Fruit Heights for Fire/EMS response	315,000	347,287		347,287	32,287	10.2%
RAP tax transfer to General Fund for ongoing recreation operations	-	150,000		150,000	150,000	
Property lease revenue	125,680	124,000		124,000	(1,680)	-1.3%
Excavation permits	104,000	125,000		125,000	21,000	20.2%
Interest income	115,500	150,000		150,000	34,500	29.9%
Transfer from Storm Water Fund for storm basin maintenance	30,000	30,000		30,000	-	0.0%
Various ongoing revenues	1,226,105	1,360,920	(175,878)	1,185,042	(41,063)	-3.3%

Note: Council Adj removed reimb from Davis County of E911 revenue

Total ongoing revenue	16,857,285	17,826,207	(22,878)	17,803,329	946,044	5.6%
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One-time revenue:

Transfer In from Debt Service Fund	4,040	-		-	(4,040)	-100.0%
Transfer In from GO 2015 bond fund (excess cash)	-	40,000		40,000	40,000	
Grants - Various for Police Department	-	15,342		15,342	15,342	
Dispatch E-911 reimbursement from Davis County	-	175,878		175,878	175,878	
RAP tax transfer to General Fund for recreation-related capital improvements	-	500,000		500,000	500,000	

Total one-time revenue	4,040	731,220	-	731,220	727,180	17999.5%
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Total Revenue

	16,861,325	18,557,427	(22,878)	18,534,549	1,673,224	9.9%
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Expenditures

Payroll (wage and benefits for each item listed)

Remove one-time	11,697,287	11,697,287		11,697,287	-	0.0%
Base-to-base payroll changes		(3,000)		(3,000)		
Payroll increases (reclasses, merit, COLA, market adj)		(59,021)		(59,021)		
Fire increased allocation to Ambulance Fund		614,342		614,342		
Public Works increased allocation to Enterprise Funds		(206,000)		(206,000)		
Other changes		(65,870)		(65,870)		
		54,900		54,900		

Total Payroll	11,697,287	12,032,638	-	12,032,638	335,351	2.9%
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KEY CHANGES BY FUND - FY26 COMPARED TO FY25

FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
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GENERAL FUND (Fund #10) continued

Supplies and services	3,519,561	3,519,561		3,519,561	-	0.0%
Remove one-time from prior year		(217,698)		(217,698)		
General Fund OH cost allocations to enterprise funds increased		(129,800)		(129,800)		
Street light maintenance moved to Transportation Utility Fund		(105,000)		(105,000)		
Shuttle Service for Western Sports Park and Station Park removed		(94,980)		(94,980)		
IT support contract and equipment		144,262		144,262		
Sycamore Trees - Treatments for Improvement and Longevity		75,000		75,000		
Dispatch E-911 paid to Bountiful City		175,878	(28,884)	146,994		
PD Evidence Room Upgrades		20,000		20,000		
Employee recognition and events		50,225		50,225		
Municipal election costs (every other year)		30,000		30,000		
IT support and cyber security enhancements (FY24 BA 1 Item U)		85,000		85,000		
Other One-time Changes		117,425		117,425		
Other Ongoing Changes		84,638		84,638		
Total Supplies and Services	3,519,561	3,754,511	(28,884)	3,725,627	206,066	5.9%
Capital Outlay						
Ongoing base budget	104,600	119,600		119,600	15,000	14.3%
Various one-time items	106,700	14,305		14,305	(92,395)	-86.6%
Total Capital Outlay	211,300	133,905	-	133,905	(77,395)	-36.6%
City Paid Grants and Contributions						
WFRC Project - South Davis Greenway Feasibility Study	-	10,000		10,000	10,000	
Total City Paid Grants and Contributions	-	10,000	-	10,000	10,000	
Transfers Out						
Transfer to Recreation Fund (#60) for ongoing base	1,465,027	1,543,855		1,543,855	78,828	5.4%
Transfer to Recreation Fund (#60) for ongoing requests	78,828	246,698		246,698	167,870	213.0%
Transfer to Recreation Fund (#60) for one-time requests	-	42,000		42,000	42,000	
Transfer to Capital Streets Fund (#38) for recurring costs	152,000	152,000		152,000	-	0.0%
Transfer to Capital Equipment Fund (#39) for ongoing	450,000	450,000		450,000	-	0.0%
Total Transfers Out	2,145,855	2,434,553	-	2,434,553	288,698	13.5%
Total Expenditures	17,574,003	18,365,607	(28,884)	18,336,723	762,720	4.3%
Net change to fund balance	(712,678)	191,820	6,006	197,826	910,504	-127.8%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
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SPECIAL REVENUE - RDAs

#20 HIGHWAY 89 RDA FUND

Property taxes received - City portion (GF to receive FY26 and forward)	64,000	-	-	(64,000)	-100.0%
Property taxes received - other entities (debt paid off)	107,000	-	-	(107,000)	-100.0%
Interest income	3,600	3,600	3,600	-	0.0%
Total Revenue	174,600	3,600	3,600	(171,000)	-97.9%
Debt service (last payment in FY25)	179,603	-	-	(179,603)	-100.0%
Other expenditures	7,400	12,000	12,000	4,600	62.2%
Total Expenditures	187,003	12,000	12,000	(175,003)	-93.6%
Net change to fund balance	(12,403)	(8,400)	(8,400)	4,003	-32.3%

#22 STATION PARK RDA FUND

Property taxes received - City portion (GF to receive FY26 and forward)	370,000	-	-	(370,000)	-100.0%
Interest income	22,100	22,100	22,100	-	0.0%
Total Revenue	392,100	22,100	22,100	(370,000)	-94.4%
Administrative costs	15,000	3,000	3,000	(12,000)	-80.0%
Contribution to Western Sports Park	615,000	-	-	(615,000)	-100.0%
Transfer to Park Capital Improvement Fund for park construction	1,473,000	-	-	(1,473,000)	-100.0%
Total Expenditures	2,103,000	3,000	3,000	(2,100,000)	-99.9%
Net change to fund balance	(1,710,900)	19,100	19,100	1,730,000	-101.1%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
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DEBT SERVICE FUNDS

#30 RAP TAX

RAP tax collections	700,000	650,000		650,000	(50,000)	-7.1%
Interest income	1,700	1,700		1,700	-	0.0%
Total Revenue	701,700	651,700	-	651,700	(50,000)	-7.1%
Transfer Out to the General Fund	-	650,000		650,000	650,000	
Bond payment and fees (through FY25), for 650 W. park and gym	384,380	-		-	(384,380)	-100.0%
Transfer to Park Capital Improvement Fund for park construction	452,000	-		-	(452,000)	-100.0%
Total Expenditures	836,380	650,000	-	650,000	(186,380)	-22.3%
Net change to fund balance	(134,680)	1,700	-	1,700	136,380	-101.3%

#31 POLICE SALES TAX BOND 2009 for Police Station

Interest income	-	-		-	-	
Transfer In from the General Fund	-	-		-	-	
Total Revenue	-	-	-	-	-	
Bond payment and fees, through FY24	-	-		-	-	
Transfer remaining cash balance to General Fund	4,040	-		-	(4,040)	-100.0%
Total Expenditures	4,040	-	-	-	(4,040)	-100.0%
Net change to fund balance	(4,040)	-	-	-	4,040	-100.0%

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

Property taxes	410,000	411,000		411,000	1,000	0.2%
Other revenue including interest	2,300	2,300		2,300	-	0.0%
Total Revenue	412,300	413,300	-	413,300	1,000	0.2%
Bond payment and fees (through FY35)	410,000	411,000		411,000	1,000	0.2%
Transfer excess cash in fund to General Fund	-	40,000		40,000	40,000	
Total expenditures	410,000	451,000	-	451,000	41,000	10.0%
Net change to fund balance	2,300	(37,700)	-	(37,700)	(40,000)	-1739.1%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
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CAPITAL IMPROVEMENT FUNDS

#11 Class C ROADS / LOCAL HWY (all restricted)

Class C funding from UDOT	1,000,000	1,290,000		1,290,000	290,000	29.0%
Local Transportation Sales Tax	800,000	722,000		722,000	(78,000)	-9.8%
Other revenue including interest	37,100	40,000		40,000	2,900	7.8%
Total Revenue	1,837,100	2,052,000	-	2,052,000	214,900	11.7%
Road improvements and surface maintenance	2,066,000	1,317,000		1,317,000	(749,000)	-36.3%
Road materials storage shed (not completed in FY25, BA in FY26)	965,500	-		-	(965,500)	-100.0%
Payroll - New position for concrete projects and repairs	-	102,642		102,642	102,642	200.0%
Supplies and Services	105,000	315,000		315,000	210,000	200.0%
Total Expenditures	3,136,500	1,734,642	-	1,734,642	(1,401,858)	-44.7%
Net change to fund balance	(1,299,400)	317,358	-	317,358	1,616,758	-124.4%

#37 GOVT BUILDINGS IMPROV/OTHER

Unrestricted Funds

Other revenue including interest	3,800	3,800		3,800	-	0.0%
Transfer In from the General Fund	-	-		-	-	
Total Revenue - unrestricted	3,800	3,800	-	3,800	-	0.0%
Capital - various one-time items	-	90,149		90,149	90,149	
Total Expenditures - unrestricted	-	90,149	-	90,149	90,149	
Net Change in Unrestricted Fund Balance	3,800	(86,349)	-	(86,349)	(90,149)	-2372.3%

Restricted Funds - Impact Fee Projects

Police impact fees	602,766	412,062		412,062	(190,704)	-31.6%
Other revenue including interest	27,500	27,500		27,500	-	0.0%
Bond Proceeds for PD portion of new fire station - will use FY26 BA	2,700,000	-		-	(2,700,000)	-100.0%
Total Revenue - restricted	3,330,266	439,562	-	439,562	(2,890,704)	-86.8%
Expenses - New Fire Station (PD substation) Construction - will use FY26 BA	2,700,000	-		-	(2,700,000)	-100.0%
Net change to restricted fund balance	630,266	439,562	-	439,562	(190,704)	-30.3%

Combined Restricted and Unrestricted

Total Revenue	3,334,066	443,362		443,362	(2,890,704)	-86.7%
Total Expenses	2,700,000	90,149		90,149	(2,609,851)	-96.7%
Net change to fund balance	634,066	353,213	-	353,213	(280,853)	-44.3%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
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#38 CAPITAL STREET IMPROVEMENTS

Unrestricted Funds

Transfer In from the General Fund	152,000	152,000	152,000	-	0.0%
Other revenue including interest	94,200	94,200	94,200	-	0.0%
UDOT WDC betterment	-	350,000	-	-	-
Miscellaneous revenue	14,000	14,000	14,000	-	0.0%
Total Revenue - unrestricted	260,200	610,200	260,200	-	0.0%

Capital projects	250,000	350,000	350,000	100,000	40.0%
UDOT WDC betterment projects	-	350,000	-	-	-
Transfer to Park Capital Improvement Fund for park construction	270,000	-	-	(270,000)	-100.0%
Miscellaneous expenditures	166,000	173,000	173,000	7,000	4.2%
Debt service on street lights replacements in 2014 (through FY25)	13,345	-	-	(13,345)	-100.0%
Total Expenditures - unrestricted	699,345	873,000	523,000	(176,345)	-25.2%
Net change to unrestricted fund balance	(439,145)	(262,800)	(262,800)	176,345	-40.2%

Restricted Funds - Impact Fee Projects

Impact fee revenue	1,497,000	1,760,084	1,760,084	263,084	17.6%
Other revenue including interest	-	-	-	-	-
Total Revenue - restricted	1,497,000	1,760,084	1,760,084	263,084	17.6%

Transportation impact fee analysis and facilities plan	-	70,000	70,000	70,000	-
Total Expenditures - restricted	-	70,000	70,000	70,000	-
Net change to restricted fund balance	1,497,000	1,690,084	1,690,084	193,084	12.9%

Combined Restricted and Unrestricted

Total Revenue	1,757,200	2,370,284	2,020,284	263,084	15.0%
Total Expenses	699,345	943,000	593,000	(106,345)	-15.2%
Net change to fund balance	1,057,855	1,427,284	1,427,284	369,429	34.9%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

#39 CAPITAL EQUIPMENT FUND

Transfer in from General Fund	450,000	450,000		450,000	-	0.0%
Sale of fixed assets	7,000	32,500		32,500	25,500	364.3%
Other revenue including interest	16,500	16,500		16,500	-	0.0%
Total Revenue	473,500	499,000	-	499,000	25,500	5.4%
Community Development vehicle replacements and outfitting	-	70,404		70,404	70,404	
Parks and Rec equipment and vehicle purchases	159,000	65,000		65,000	(94,000)	-59.1%
Police vehicle purchases and outfitting	225,000	275,000		275,000	50,000	22.2%
Public Works equipment and vehicle purchases	17,000	-		-	(17,000)	-100.0%
Total Expenditures	401,000	410,404	-	410,404	9,404	2.3%
Net change to fund balance	72,500	88,596	-	88,596	16,096	22.2%

#40 REAL ESTATE PROP. ASSET FUND

Sale of Real Estate - North Main parcel	-	10,000,000		10,000,000	10,000,000	
Sale of Real Estate - UDOT substation	-	995,000		995,000	995,000	
Other revenue including interest	1,400	1,400		1,400	-	0.0%
Total Revenue	1,400	10,996,400	-	10,996,400	10,995,000	785357.1%
Total Expenditures	-	-	-	-	-	
Net change to fund balance	1,400	10,996,400	-	10,996,400	10,995,000	785357.1%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

	FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
#42 PARK IMPROVEMENT FUND						
Unrestricted Funds						
Transfers in	2,195,000	-		-	(2,195,000)	-100.0%
Grant contributions - Farmington Creek Lower Trail	244,488	-		-	(244,488)	-100.0%
Farmstead - Transfer of Development Rights	-	350,000		350,000	350,000	
Revenue miscellaneous - Interest expense	(17,400)			-	17,400	-100.0%
Total Revenue - unrestricted	2,422,088	350,000	-	350,000	(2,072,088)	-85.5%
Park improvement projects	229,000	219,930		219,930	(9,070)	-4.0%
Irrigation telemetry	29,500	-		-	(29,500)	-100.0%
Construction of Farmington Creek Lower Trail	315,000	-		-	(315,000)	-100.0%
Construction of new park in west Farmington - will use FY26 BA	5,695,000	-		-	(5,695,000)	-100.0%
Pump Track Design	-	60,000		60,000	60,000	
Total Expenditures - unrestricted	6,268,500	279,930	-	279,930	(5,988,570)	-95.5%
Net change in unrestricted funds	(3,846,412)	70,070	-	70,070	3,916,482	-101.8%
Restricted Funds - Impact Fee Projects						
Impact fee revenue	2,545,300	1,301,640		1,301,640	(1,243,660)	-48.9%
Interest earnings on impact fees	108,200	108,200		108,200	-	0.0%
Debt Proceeds - will use FY26 BA	1,180,000	-		-	(1,180,000)	-100.0%
Total Revenue - restricted	3,833,500	1,409,840	-	1,409,840	(2,423,660)	-63.2%
Construction of new park in west Farmington - bond proceeds - will use FY26 BA	1,180,000	-		-	(1,180,000)	-100.0%
Construction of new park in west Farmington - impact fees - will use FY26 BA	5,643,000	-		-	(5,643,000)	-100.0%
Debt service exp for 650 W. park (ends in FY26)	171,894	159,219		159,219	(12,675)	-7.4%
Total Expenditures - restricted	6,994,894	159,219	-	159,219	(6,835,675)	-97.7%
Net change in restricted funds	(3,161,394)	1,250,621	-	1,250,621	4,412,015	-139.6%
Combined Restricted and Unrestricted						
Total Revenue	6,255,588	1,759,840		1,759,840	(4,495,748)	-71.9%
Total Expenses	13,263,394	439,149		439,149	(12,824,245)	-96.7%
Net change to fund balance	(7,007,806)	1,320,691	-	1,320,691	8,328,497	-118.8%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

#43 CAPITAL FIRE FUND

Fire facility and fire equipment impact fees	791,960	542,173		542,173	(249,787)	-31.5%
Interest on impact fees	25,800	-		-	(25,800)	-100.0%
Bond proceeds - will use FY26 BA	13,300,000	-		-	(13,300,000)	-100.0%
Total Revenue	14,117,760	542,173	-	542,173	(13,575,587)	-96.2%
Design of new fire station	-	-		-	-	
Construction of new fire station - will use FY26 BA	13,300,000	-		-	(13,300,000)	-100.0%
Debt service on ladder truck (through FY25)	28,488	-		-	(28,488)	-100.0%
Total Expenditures	13,328,488	-	-	-	(13,328,488)	-100.0%
Net change to fund balance	789,272	542,173	-	542,173	(247,099)	-31.3%

#48 CEMETERY PERPETUAL CARE FUND

Sale of burial rites	7,500	7,500		7,500	-	0.0%
Marker fees	4,000	4,000		4,000	-	0.0%
Other revenue including interest	2,700	2,700		2,700	-	0.0%
Total Revenue	14,200	14,200	-	14,200	-	0.0%
Total Expenditures	-	-		-	-	
Net change to fund balance	14,200	14,200	-	14,200	-	0.0%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
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BUSINESS-TYPE FUNDS

#51 WATER FUND

Unrestricted Funds

Customer billings	3,108,510	3,263,000		3,263,000	154,490	5.0%
Increase in customer billings from rate increases	Included ^	261,000		261,000		
Water connection fees	45,000	45,000		45,000	-	0.0%
Water Meters for New Development - Connection Fee Revenue	-	75,000		75,000	75,000	
Miscellaneous revenue and interest income	100,500	100,500		100,500	-	0.0%
Sale of Fixed Assets	-	39,000		39,000	39,000	
Total Revenue - unrestricted	3,254,010	3,783,500	-	3,783,500	529,490	16.3%
Operating expenses						
Payroll base	1,302,263	1,316,263		1,316,263	14,000	1.1%
Payroll increases (reclasses, merit, COLA, market adj)	Included ^	65,485		65,485		
Payroll adjusted wage allocation from GF	-	(35,050)		(35,050)	(35,050)	
Supplies and services	1,109,700	1,194,900		1,194,900	85,200	7.7%
Total operating expenses	2,411,963	2,541,598	-	2,541,598	129,635	5.4%
Miscellaneous capital projects	274,000	312,000		312,000	38,000	13.9%
Misc. equipment purchases in FY25	195,000	-		-	(195,000)	-100.0%
Capital Outlay - C5 Booster - Replacement	-	40,000		40,000	40,000	
Capital Outlay - Pickup Truck Replacement	-	65,000		65,000	65,000	
Water Meters for New Development	-	75,000		75,000	75,000	
Capital Outlay - Pressure Reducing Valve (PRV) - Vault and Assembly	-	75,000		75,000	75,000	
Capital Outlay - Mini Excavator 305 - Purchase instead of rental	-	92,000		92,000	92,000	
Capital Outlay - 10 wheel dump w/wing (split w/ Storm Water Fund)	-	225,000		225,000	225,000	
Total capital outlay and projects	469,000	884,000	-	884,000	415,000	88.5%
Total Expenses - unrestricted	2,880,963	3,425,598	-	3,425,598	544,635	18.9%
Net budget of unrestricted funds	373,047	357,902	-	357,902	(15,145)	-4.1%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
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#51 WATER FUND continued

Restricted Funds

Impact fees	1,507,000	1,530,215		1,530,215	23,215	1.5%
Interest earnings on Impact fees	121,600	121,600		121,600	-	0.0%
Total Revenues - restricted	1,628,600	1,651,815	-	1,651,815	23,215	1.4%
Major impact-fee construction projects - w/ bonding (rolled over from FY23)	7,000,000	7,000,000		7,000,000	-	0.0%
Debt service on \$7M water revenue bond	537,650	537,834		537,834	184	0.0%
Total Expenses - restricted	7,537,650	7,537,834	-	7,537,834	184	0.0%
Net budget of restricted funds	(5,909,050)	(5,886,019)	-	(5,886,019)	23,031	-0.4%

Combined Restricted and Unrestricted

Total Revenue	4,882,610	5,435,315		5,435,315	552,705	11.3%
Total Expenses	10,418,613	10,963,432		10,963,432	544,819	5.2%
Net budget	(5,536,003)	(5,528,117)	-	(5,528,117)	7,886	-0.1%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

#52 SEWER FUND

	FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
Sewer customer billings	3,573,000	3,672,000		3,672,000	99,000	2.8%
Increase in customer billings from rate increases	Included ^	294,000		294,000		
Miscellaneous revenue and interest income	700	700		700	-	0.0%
Total Revenue	3,573,700	3,966,700	-	3,966,700	393,000	11.0%
Billing collections submitted to Central Davis Sewer District (CDSO)	3,352,000	3,732,000		3,732,000	380,000	11.3%
Operating Expenses				-		
Payroll base	46,519	47,374		47,374	855	1.8%
Payroll increases (reclasses, merit, COLA, market adj)	Included ^	3,253		3,253		
Supplies and services	59,250	86,750		86,750	27,500	46.4%
Sewer concrete collars	100,000	100,000		100,000	-	0.0%
Total Expenses	3,557,769	3,969,376	-	3,969,376	411,607	11.6%
Net budget	15,931	(2,676)	-	(2,676)	(18,607)	-116.8%

#53 GARBAGE FUND

Customer billings for Garbage and Recycling Pickup Charges	2,204,395	2,308,800		2,308,800	104,405	4.7%
Increase in customer billings from rate increases	Included ^	185,000		185,000		
Customer billings for GREEN WASTE PROGRAM - will use FY26 BA	-	-		-	-	
Miscellaneous revenue and interest income	13,500	13,500		13,500	-	0.0%
Total Revenue	2,217,895	2,507,300	-	2,507,300	289,405	13.0%
Operating Expenses						
Payroll base (FY25 incl PT Green Waste Site mgr., not hired or incl in FY26)	190,296	174,508		174,508	(15,788)	-8.3%
Payroll increases (reclasses, merit, COLA, market adj)	Included ^	10,055		10,055		
Payroll adjusted wage allocation from GF		13,070		13,070		
Supplies and services	127,800	162,300		162,300	34,500	27.0%
Fees paid to waste collection hauler and WIWMD (dump)	1,762,156	1,762,156		1,762,156	-	0.0%
Capital Outlay - can purchases	79,750	79,750		79,750	-	0.0%
Capital Outlay - can purchases FOR GREEN WASTE PROGRAM	-	270,000		270,000	270,000	
Capital Outlay - Vac pit, green waste site (split w/ Storm Water Fund)	75,000	-		-	(75,000)	-100.0%
Capital Outlay - Swap loader (replacement)	315,000	-		-	(315,000)	-100.0%
Total Expenses	2,550,002	2,471,839	-	2,471,839	(78,163)	-3.1%
Net budget	(332,107)	35,461	-	35,461	367,568	-110.7%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

#54 STORM WATER FUND

Unrestricted Funds

Customer billings	1,060,500	1,086,600		1,086,600	26,100	2.5%
Increase in customer billings from rate increases	Included ^	87,000		87,000		
Sale of fixed assets - Replaced dump truck (split with water fund)	-	35,000		35,000	35,000	
Miscellaneous revenue and interest income	80,500	80,500		80,500	-	0.0%
Total Revenue - unrestricted	1,141,000	1,289,100	-	1,289,100	148,100	13.0%

Operating Expenses

Payroll - base	710,554	724,516		724,516	13,962	2.0%
Payroll increases (reclasses, merit, COLA, market adj)	Included ^	34,990		34,990		
Payroll adjusted wage allocation from GF	-	87,850		87,850	87,850	
Supplies and services	260,388	295,988		295,988	35,600	13.7%
Storm Water Master Plan - one-time	-	155,000		155,000	155,000	
Transfer to General Fund for storm basin maintenance	30,000	30,000		30,000	-	0.0%
Capital Outlay - Street Sweeper	-	415,000		415,000	415,000	
Capital Outlay - 10 wheel dump w/wing (split w/ Water Fund)	-	225,000		225,000	225,000	
Capital Outlay - Miscellaneous	110,000	110,000		110,000	-	0.0%
Capital Outlay - Vac pit, green waste site (split w/ Garbage Fund)	75,000	-		-	(75,000)	-100.0%
Total Expenses - unrestricted	1,185,942	2,078,345	-	2,078,345	892,403	75.2%

Net budget for unrestricted funds

	(44,942)	(789,245)	-	(789,245)	(744,303)	1656.1%
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Restricted Funds

Impact fees	827,000	929,774		929,774	102,774	12.4%
Interest income on impact fees balance	-	-		-	-	
Total Revenue - restricted	827,000	929,774	-	929,774	102,774	12.4%

New park land purchase and construction	1,957,000	750,000		750,000	(1,207,000)	-61.7%
Storm Drain reimbursement for a development		250,000		250,000		
Storm Water Impact Fee Analysis (IFA) / IFFP		70,000		70,000		
Lagoon Drive and Main Street area improvements	100,000	-		-	(100,000)	-100.0%
Impact fee revenue refunds to developers under agreement	242,700	-		-	(242,700)	-100.0%
Davis County WSP Facility - 1100 West Storm Drain improvement	97,000	-		-	(97,000)	-100.0%
Other impact fee projects	15,000	15,000		15,000	-	0.0%
Total Expenses - restricted	2,411,700	1,085,000	-	1,085,000	(1,326,700)	-55.0%

Net budget of restricted funds

	(1,584,700)	(155,226)	-	(155,226)	1,429,474	-90.2%
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Combined Restricted and Unrestricted

Total Revenue	1,968,000	2,218,874		2,218,874	250,874	12.7%
Total Expenses	3,597,642	3,163,345		3,163,345	(434,297)	-12.1%
Net budget	(1,629,642)	(944,471)	-	(944,471)	685,171	-42.0%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

#55 AMBULANCE FUND

Ambulance service charges	1,700,000	1,700,000		1,700,000	-	0.0%
Uncollectible accounts (was reflected as expense in FY24)	(850,000)	(850,000)		(850,000)	-	0.0%
Dispatch E-911 reimbursement from Davis County	-	117,252	(117,252)	-	-	
Miscellaneous revenue and interest income	5,600	5,600		5,600	-	0.0%
Total Revenue	855,600	972,852	(117,252)	855,600	-	0.0%
Operating Expenses						
Payroll - base	526,986	527,952		527,952	966	0.2%
Payroll increases (reclasses, merit, COLA, market adj)	Included ^	34,842		34,842		
Payroll adjusted wage allocation from GF	-	206,000		206,000	206,000	
Supplies and services	271,500	305,700		305,700	34,200	12.6%
Dispatch E-911 paid to Bountiful City	-	117,252	(19,256)	97,996	97,996	
Increased allocations from GF	-	40,500		40,500	40,500	
Capital Outlay misc.	10,000	10,000		10,000	-	0.0%
Total Expenses	808,486	1,242,246	(19,256)	1,222,990	414,504	51.3%
Net budget	47,114	(269,394)	(97,996)	(367,390)	(414,504)	-879.8%

#56 TRANSPORTATION UTILITY FUND

Transportation utility fee	765,000	765,000		765,000	-	0.0%
Increase in customer billings from rate increases	Included ^	97,000		97,000		
Miscellaneous revenue and interest income	10,700	10,700		10,700	-	0.0%
Total Revenue	775,700	872,700		872,700	97,000	12.5%
Street light maintenance moved from GF Street Department	-	105,000		105,000	105,000	
Sidewalk and road projects	868,000	826,000		826,000	(42,000)	-4.8%
Total Expenses	868,000	931,000	-	931,000	63,000	7.3%
Net budget	(92,300)	(58,300)	-	(58,300)	34,000	-36.8%

KEY CHANGES BY FUND - FY26 COMPARED TO FY25

#60, 67 RECREATION FUNDS

	FY25 ADOPTED	FY26 RECOMMENDED	Council Adjustments	FY26 ADOPTED	\$ Budget Change	% Change
Charges for services	1,004,289	1,010,289		1,010,289	6,000	0.6%
Donations, contributions, fundraisers	-	-		-	-	
Miscellaneous revenue and interest income	33,300	33,300		33,300	-	0.0%
Transfer from General Fund (#10) for ongoing base	1,465,027	1,543,855		1,543,855	78,828	5.4%
Transfer from General Fund (#10) for ongoing requests	78,828	246,698		246,698	167,870	213.0%
Transfer from General Fund (#10) for one-time items	-	42,000		42,000	42,000	
Total Revenue	2,581,444	2,876,142	-	2,876,142	294,698	11.4%
Operating Expenses						
Payroll - base	1,700,649	1,708,053		1,708,053	7,404	0.4%
Payroll increases (reclasses, merit, COLA, market adj)	Included ^	105,847		105,847		
Supplies and Services	958,115	1,019,315		1,019,315	61,200	6.4%
Capital outlay - various	44,100	30,900		30,900	(13,200)	-29.9%
Total Expenses	2,702,864	2,864,115	-	2,864,115	161,251	6.0%
Net budget	(121,420)	12,027	-	12,027	133,447	-109.9%

KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS

Department Title	FY25 Adopted	Changes FY25 to FY26	FY26 Adopted	Dept % Change	Full-time FTE as allocated
ADMINISTRATIVE DEPARTMENT	1,099,748				4.09
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		3,919			
Payroll increases (pay rates, reclasses, market adjustments)		35,260			
Ongoing - Non-Payroll					
GF Admin Overhead Allocation Out (10-440-800)		32,200			
VOIP Phone System, replacing unreliable land line system (10-440-346)		13,300			
IT Contract Increase from 50 to 60 hrs/month - (Excluding Police) (10-440-370)		12,322			
IT Contract Increase - Contractual Software Licensing Costs (10-440-382)		5,000			
Cyber Risk Insurance Premium Increase (10-440-419)		7,000			
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-440-237)		6,000			
Training/Travel - GFOA & UGFOA Conferences (10-440-230)		4,000			
Employee Appreciation - Reestablish Ongoing Budgets (10-440-236)		1,000			
Uniforms, PPE & clothing - Increase to match current costs (10-440-202)		900			
Books, Subscriptions & Memberships - Increase to match current costs (10-440-210)		550			
Bank & Online Service Fees - Decrease to match current costs (10-440-205)		(3,000)			
VOIP Phone System, replacing unreliable land line system (10-440-250)		(4,800)			
Budget amendment item affecting ongoing expenses					
IT support and cyber security enhancements (FY24 BA 1 Item U) (10-440-370)		85,000			
One-time					
Remove prior year one-time budget		(7,000)			
Municipal Elections - increase for election year (every other year) (10-440-350)		30,000			
IT Computer Replacements - Admin (10-440-490)		3,000			
Training/Travel - APTUS&C Conference (Chicago) (10-440-230)		2,500			
ADMINISTRATIVE DEPARTMENT Total		<u>227,151</u>	1,326,899	20.7%	<u>4.09</u>

KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS

Department Title	FY25 Adopted	Changes FY25 to FY26	FY26 Adopted	Dept % Change	Full-time FTE as allocated
BUILDINGS DEPARTMENT	731,948				1.80
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		(13,226)			
Payroll increases (pay rates, reclasses, market adjustments)		11,198			
Ongoing - Non-Payroll					
Garage Doors (Fire) - Preventative maintenance service (10-610-330)		1,193			
Elevator maintenance at Community Center - Contractual Increase (10-610-335)		900			
Elevator maintenance at City Hall - Contractual Increase (10-610-300)		600			
Garage Doors (PW) - Preventative maintenance (10-610-310)		580			
Garage Doors (Police) - Preventative maintenance (10-610-331)		227			
One-time					
Remove prior year one-time budget		(132,498)			
Evidence Room Revamp/Upgrades (10-610-331)		20,000			
Roof Repair at Public Works Shop (10-610-510)		14,305			
PW Office Upgrades (10-610-310)		14,200			
HVAC Controller Programming at City Hall (10-610-300)		12,500			
Permanent/Holiday Lighting - receiver boxes (City Hall, Comm. Center, Pool) (10-610-600)		10,000			
Community Center chairs - Replace old padded chairs (10-610-335)		7,800			
Drone - Box for Truck (10-610-300)		5,500			
Wash Bay Floor resurface (10-610-310)		4,000			
Parking Pavement Maintenance - Police Station North Side (10-610-331)		3,500			
Fire Station Bay LED Lighting - Fixture Upgrade East Side (10-610-330)		2,630			
Electric Hose Reels for Fire Department (2 units) (10-610-330)		2,600			
Garage Doors (Police) - Remotes and receivers (10-610-331)		2,111			
Garage Doors (Fire) - New remote systems for obsolete doors (10-610-330)		1,900			
BUILDINGS DEPARTMENT Total		(29,980)	701,968	-4.1%	1.80

KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS

Department Title	FY25 Adopted	Changes FY25 to FY26	FY26 Adopted	Dept % Change	Full-time FTE as allocated
CITY ATTORNEY DEPARTMENT	693,342				1.84
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		(37)			
Payroll increases (pay rates, reclasses, market adjustments)		15,550			
Ongoing - Non-Payroll					
Employee Appreciation - Reestablish Ongoing Budgets (10-490-236)		27,825			
Note: For holiday party gift cards - not budgeted prior to FY26					
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-490-237)		3,000			
Blomquist Hale - Move out of Employee Appreciation GL acct (10-490-236)		(2,500)			
Blomquist Hale - Move into Professional & Technical (10-490-370)		2,500			
Employee Assistance Program - Rate Increase (10-490-370)		900			
ID Badge Card Printer Maintenance Annual Contract (10-490-250)		700			
Personnel Manual management service - cost increase (10-490-382)		300			
Legal research service subscription - price increase (10-490-210)		120			
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-490-236)		(112,000)			
GF Attorney Overhead (OH) Allocation Out (10-490-800)		(135,800)			
One-time					
Out of State Conference (10-490-230)		2,000			
CITY ATTORNEY DEPARTMENT Total		(197,442)	495,900	-28.5%	1.84
CITY MANAGER AND ECONOMIC DEVELOPMENT DEPARTMENT	485,261				1.65
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		166			
Payroll increases (pay rates, reclasses, market adjustments)		14,116			
Ongoing - Non-Payroll					
Employee Appreciation - Reestablish Ongoing Budgets (10-460-236)		500			
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-460-237)		2,000			
Shuttle Service for Western Sports Park (WSP) and Station Park (10-460-370)		(94,980)			
GF City Mgr Overhead (OH) Allocation Out (10-460-800)		(26,200)			
CITY MANAGER AND ECONOMIC DEVELOPMENT DEPARTMENT Total		(104,398)	380,863	-21.5%	1.65

KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS

Department Title	FY25 Adopted	Changes FY25 to FY26	FY26 Adopted	Dept % Change	Full-time FTE as allocated
COMMUNITY DEVELOPMENT DEPARTMENT	1,400,230				7.10
INSPECTION PROGRAM					
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		(5,814)			
Payroll increases (pay rates, reclasses, market adjustments)		20,816			
Ongoing - Non-Payroll					
Employee Appreciation - Reestablish Ongoing Budgets (10-560-236)		(100)			
Work Order Software - Annual increase for additional storage space (10-560-382)		1,000			
PLANNING AND ZONING PROGRAM					
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		(859)			
Payroll increases (pay rates, reclasses, market adjustments)		33,932			
Ongoing - Non-Payroll					
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-500-237)		7,000			
Professional and Technical Budget - Increase for miscellaneous needs (10-500-370)		7,000			
Mapping Software Contractual Increase (10-500-382)		1,600			
Historic Preservation Program - Establish Separate GL (10-500-245)		1,500			
Employee Appreciation - Reestablish Ongoing Budgets (10-500-236)		1,400			
One-time					
IT Computer Replacements - Community Development (10-500-490)		5,000			
IT Computer Replacements - Museum (10-500-490)		1,000			
COMMUNITY DEVELOPMENT DEPARTMENT Total		<u>73,475</u>	1,473,705	5.2%	<u>7.10</u>

KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS

Department Title	FY25 Adopted	Changes FY25 to FY26	FY26 Adopted	Dept % Change	Full-time FTE as allocated
ENGINEERING DEPARTMENT	228,751				1.00
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		(323)			
Payroll increases (pay rates, reclasses, market adjustments)		16,466			
Ongoing - Non-Payroll					
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-480-237)		4,000			
Employee Appreciation - Reestablish Ongoing Budgets (10-480-236)		1,200			
One-time					
IT Computer Replacements - Engineering (10-480-490)		1,000			
ENGINEERING DEPARTMENT Total		<u>22,343</u>	251,094	9.8%	<u>1.00</u>
FIRE DEPARTMENT	2,931,267				16.90
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		(2,008)			
Payroll increases (pay rates, reclasses, market adjustments)		163,066			
Increasing payroll percentage allocated to Ambulance Fund		(206,000)			(1.30)
Ongoing - Non-Payroll					
Vehicle Maintenance - increase to current costs (10-530-505)		20,000			
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-530-237)		10,000			
Employee Appreciation - Reestablish Ongoing Budgets (10-530-236)		4,200			
Training/Travel (10-530-230)		1,000			
One-time					
Remove prior year one-time budget		(57,000)			
Dispatch - E911 money paid to Bountiful - 20% Fire (10-530-400)		48,998			
IT Computer Replacements - Fire (10-530-490)		11,500			
FIRE DEPARTMENT TOTAL		<u>(6,244)</u>	2,925,023	-0.2%	<u>15.60</u>

KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS

Department Title	FY25 Adopted	Changes FY25 to FY26	FY26 Adopted	Dept % Change	Full-time FTE as allocated
LEGISLATIVE DEPARTMENT	162,024				0.00
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		(389)			
Payroll increases (pay rates, reclasses, market adjustments)		4,132			
Ongoing - Non-Payroll					
Employee Appreciation - Reestablish Ongoing Budgets (10-410-236)		(5,000)			
Youth City Council increase due to more attendance at Legislature day (10-410-530)		1,000			
One-time					
None					
LEGISLATIVE DEPARTMENT Total		(257)	161,767	-0.2%	0.00

KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS

Department Title	FY25 Adopted	Changes FY25 to FY26	FY26 Adopted	Dept % Change	Full-time FTE as allocated
PARKS & CEMETERY DEPARTMENT	1,458,239				8.10
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		32,655			
Payroll increases (pay rates, reclasses, market adjustments)		39,331			
Ongoing - Non-Payroll					
Turf Tank lease (10-640-540)		15,000			
New Park - Utilities Increase (10-640-347)		13,500			
New Park - Chemicals for Splash Pad (10-640-255)		10,000			
New Park - Supplies & Maintenance (10-640-250)		7,000			
New Park - Security cameras (10-640-540)		0			
Chemicals-supplies, treatments - price increases over the years (10-640-255)		10,000			
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-640-237)		7,000			
Trail Restroom Maintenance (Red Barn) (10-640-380)		6,000			
Training/Travel increase (10-640-230)		2,000			
Business meals increase (10-640-235)		1,000			
Employee Appreciation - Reestablish Ongoing Budgets (10-640-236)		1,000			
Garage Doors (Regional Park) - Preventative maintenance (10-640-250)		68			
One-time					
Remove prior year one-time budget		(36,900)			
Sycamore Trees - Treatments for Improvement and Longevity (10-640-255)		75,000			
IT Computer Replacements - Parks & Rec (10-640-490)		12,500			
Park Pavilions - 36 LED fixtures (10-640-490)		5,000			
Park Bathrooms - 15 LED fixtures (10-640-490)		3,500			
PARKS & CEMETERY DEPARTMENT Total		<u>203,654</u>	1,661,893	14.0%	<u>8.10</u>

KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS

Department Title	FY25 Adopted	Changes FY25 to FY26	FY26 Adopted	Dept % Change	Full-time FTE as allocated
POLICE DEPARTMENT	5,244,005				31.00
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		36,931			
Payroll increases (pay rates, reclasses, market adjustments)		290,351			
Ongoing - Non-Payroll					
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-520-237)		31,000			
IT Services (10-520-370)		21,940			
IT Services - Software Licenses (10-520-382)		24,000			
Public Safety Early Intervention System/FTO/Scheduling/Training (Note: Grant \$10,275 received in FY25) (10-520-382)		11,000			
Employee Appreciation - Reestablish Ongoing Budgets (10-520-236)		16,800			
Small Tools and Equipment - Ongoing Increase (10-520-490)		7,000			
Dispatch - Switch from County to Bountiful - 40% Police (10-520-400)		(15,000)			
One-time					
Remove prior year one-time budget		(94,000)			
Dispatch - E911 money paid to Bountiful - 40% Police (10-520-400)		97,996			
IT Services - Hardware Replacement (10-520-490)		40,000			
Bullet-Proof Vests - Replacement of Expired Vests (10-520-490)		28,684			
Training (FBI Command College 2 SGT) (10-520-230)		5,000			
Rifle Replacement (10-520-490)		4,000			
POLICE DEPARTMENT Total		<u>505,702</u>	5,749,707	9.6%	<u>31.00</u>

KEY CHANGES TO GENERAL FUND DEPARTMENT EXPENDITURE BUDGETS

Department Title	FY25 Adopted	Changes FY25 to FY26	FY26 Adopted	Dept % Change	Full-time FTE as allocated
PUBLIC WORKS DEPARTMENT - STREETS PROGRAM	993,333				5.70
Ongoing - Payroll					
Payroll base-to-base adjustment, including reallocations between funds		(110,037)			(1.74)
Payroll increases (pay rates, reclasses, market adjustments)		25,025			
Increased pay allocations to Enterprise Funds		(65,870)			
Ongoing - Non-Payroll					
Vehicle Maint Materials & Supplies - increase to current costs (10-600-505)		15,000			
Wellness Reimbursement - Move from City Atty/HR into dept budgets (10-600-237)		10,500			
Software-Licenses-Maintenance - cost increases (10-600-382)		2,000			
Employee Appreciation - Reestablish Ongoing Budgets (10-600-236)		1,400			
Supplies & Maint for Equipment - decrease (10-600-250)		(10,000)			
Street lights maintenance - Move from GF to Transportation Utility Fund (10-600-275)		(30,000)			
Street lights maintenance - Move from GF to Transportation Utility Fund (10-600-270)		(75,000)			
One-time					
IT Computer Replacements - Public Works (10-600-490)		7,000			
PUBLIC WORKS DEPARTMENT - STREETS PROGRAM Total		(229,982)	763,351	-23.2%	3.96
TRANSFERS FROM GENERAL FUND	2,145,855				0.00
Ongoing					
Transfer from General Fund to Recreation Fund (10-660-992)		246,698			
One-time					
Transfer from General Fund to Recreation Fund (10-660-992)		42,000			
South Davis Greenway Feasibility Study - WFRC Funding \$170K, Farmington Match \$10K (10-670-750)		10,000			
TRANSFERS FROM GENERAL FUND Total		298,698	2,444,553	13.9%	0.00

FARMINGTON CITY CORPORATION

Full-time Employees By Function

Function	2025	2026	Change
General Government			
Finance and Administrative Services	6	6	-
Office of the City Attorney	3	3	-
Office of the City Manager	2	2	-
Community Development	7	7	-
Engineering	4	4	-
Public Safety			
Police			
Officers	29	29	-
Civilians	2	2	-
Fire			
Firefighters & Paramedics	19	19	-
Civilians	1	1	-
Parks & Recreation	18	18	-
Public Works			
Administration	2	2	-
Fleet Maintenance	2	2	-
Streets	10	11	1
Water	7	7	-
Total Employees	112	113	1

Street Maintenance Worker for concrete repairs - Class C funded

RESOLUTION NO. 2025-_____

ADOPTING A MUNICIPAL BUDGET FOR FISCAL YEAR ENDING 6-30-2026

WHEREAS, upon proper review and consideration, the City Council has held a public hearing concerning adopting FYE 6-30-2026 municipal budget;

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

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

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

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

Section 1. Municipal Budget Adopted. The attached document entitled "Key Changes by Fund – FY26", and incorporated herein by reference, is hereby adopted.

Section 2. Proposed Property Tax Levy. There is hereby proposed a tax levy for all taxable property within Farmington City, a tax at the rate of .001660, which rate is the certified tax rate received by Davis County Auditor, for purposes of establishing the operating budget of the City.

Section 3. Miscellaneous Provisions.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 17TH DAY OF JUNE, 2025.

FARMINGTON CITY

Attest:

Brett Anderson, Mayor

DeAnn Carlile, City Recorder

Utah State Tax Commission - Property Tax Division Tax Rate Summary (693) ENTITY: 3050 FARMINGTON	Form PT-693 Rev. 2/15
---	---------------------------------

DAVIS COUNTY

Tax Year: 2025

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
10 General Operations §10-6-133	0.001537	0.001537	.007	5,132,638
20 Interest and Sinking Fund/Bond §11-1-4	0.000123	0.000123	Sufficient	411,000
Total Tax Rate	0.001660	0.001660	Total Revenue	\$5,543,638

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

<p>Utah State Tax Commission - Property Tax Division</p> <p>Resolution Adopting Final Tax Rates and Budgets</p>	<p>Form PT-800</p> <p>Rev. 02/15</p>
---	---

Rev. 02/15

Tax Year: **2025**

FARMINGTON

1. Fund/Budget Type		2. Revenue	3. Tax Rate
10	General Operations	5,132,638	0.001537
20	Interest and Sinking Fund/Bond	411,000	0.000123
190	Discharge of Judgement		
		\$5,543,638	0.001660

Signature of Governing Chair

Title: _____

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Rezone of 2.6 acres of property from A-F to LR-F and consideration of Schematic Subdivision, Preliminary PUD, and Development Agreement for the Frodsham Farms Subdivision at 230 E 1700 S

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: June 17, 2025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson – Assistant Community Development Director

Date: 6/17/2025

Subject: **Preliminary Planned Unit Development, Schematic Subdivision, Development Agreement, and Rezone from A-F to LR-F for the Frodsham Farms Subdivision at approximately 1674 S Tuscany Cove Drive – Joey Green.**

RECOMMENDED MOTION

Move that the City Council approve the rezone of approximately 2.6 acres from A-f to LR-F, and approve the Preliminary Planned Unit Development, Schematic Subdivision, and Development Agreement for the Frodsham Farms Subdivision, subject to all applicable Farmington City development standards and ordinances.

Findings:

1. The zoning is consistent with the zoning found in the area and will facilitate development that is compatible with the surrounding property.
2. The proposed DA and Deed Restriction qualify the project for the proposed number of lots.
3. The restrictions set for in the DA will create a desirable development compatible with surrounding homes and which will improve traffic safety.

BACKGROUND

The subject property is just north of the Farmington/Centerville border. There is an existing home on 1 of the current lots and at the bend on Tuscany Cover Drive are large buildings for pens or animal stables and vehicle storage. The proposed subdivision would remove the existing buildings from the property and redevelop it under the LR district with single family homes on a new cul-de-sac with 1 home fronting 200 East street.

The '-F' portion of the zoning designation indicates that it is subject to the Foothill Development Standards overlay zone. This designation would remain in place if the city determines to change the zoning from the A district to the LR district as requested.

Current zoning:



2

The applicant has indicated their interest in creating an SSF (Subordinate Single Family) lot from 1 of the 8 proposed as an affordable home option. This SSF lot with a deed restriction as proposed qualifies as moderate-income housing and qualifies the project to be considered for a number of lots based off of a 10,000 sq. ft. lot yield. A development agreement outlining this along with a deed restriction have been prepared.

The DRC has reviewed the current proposal and does have some questions related to technical matters in how sewer and storm water will work on the project. Storm water is a matter of coordination with Centerville City, some coordination has already been started. The applicant will need to determine how to deal with wastewater/sewage on lot 8 as there is no main sewer line in front of lot 8 in 200 East Street. These elements are normally worked out and verified with further engineering during the Preliminary Plat review process. Failure to solve these items could stall this project further along in the process.

The public hearing showed general support for the project, but there were a couple of comments which the applicant has been working to address. The neighbor to the lot which fronts 200 East Street indicated that they are not on sewer and that their leach field to their septic system uses an easement across the proposed lot. The applicant is working with the neighbor on a proposal to eliminate the need for the leach field by installing sewer in the area and connecting both homes to it.

The public comment also highlighted concerns related to visibility around the south east corner. The development agreement contemplates setbacks and fencing limitations which should greatly improve this situation from what is currently existing. Public works has also been notified of the red paint or lack thereof along the streets in the area and the city will work to repaint.

Respectfully submitted,



Lyle Gibson
Assistant Community Development Director

Review and concur,



Brigham Mellor
City Manager

Supplemental Information

1. Site Photos
2. Vicinity Map
3. Schematic Plan
4. Development Agreement
5. Enabling Ordinance for Rezone

Recent Photos of property

Looking north (home on left, Ag buildings on right):



Looking Northwest:



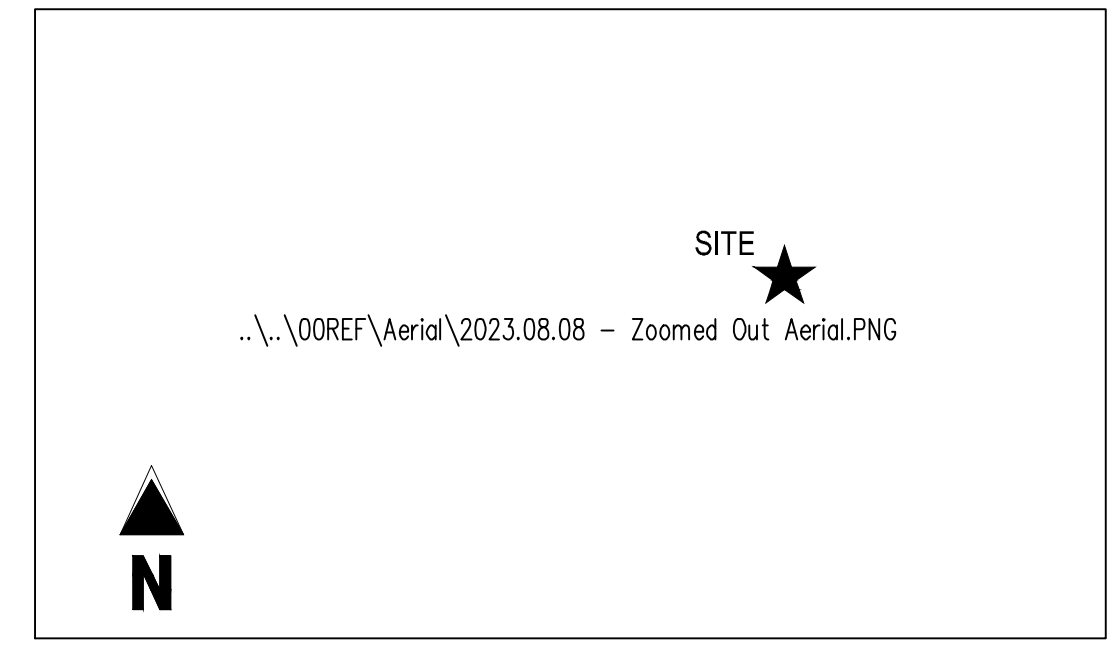
Looking Northeast from 200 East Street:





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DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND
INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.

LOCATION MAP



- LR-F: LARGE FAMILY - FOOTHILL
- A-F: AGRICULTURAL - FOOTHILL
- S-F: SINGLE FAMILY - FOOTHILL

AGRICULTURAL ZONE (TITLE 11, CHAPTER 10)

LOT AREA	LOT WIDTH		FRONT	SIDE	SIDE CORNER	REAR
	INTERIOR	CORNER				
2 ACRE *	100'	110'	30'	10' MIN. 24' TOTAL	25'	30'

* PER 10-040 B.1.6, IF THE SITE IS USED FOR MODERATE INCOME HOUSING, THE MINIMUM LOT AREA CAN BE 1 ACRE. SETBACKS PER TITLE 11, CHAPTER 12: CONSERVATION SUBDIVISION (CS) OVERLAY ZONE AND DEVELOPMENT STANDARDS.

SINGLE-FAMILY RESIDENTIAL ZONES (TITLE 11, CHAPTER 11)

ZONE	LOT AREA	LOT WIDTH		FRONT	SIDE	SIDE CORNER	REAR
		INTERIOR	CORNER				
LR	10,000 SF	85'	95'	25'	10' MIN. 22' TOTAL	20'	30'

* PER 11-050 B.1.b, IF THE SITE IS USED FOR MODERATE INCOME HOUSING, THE MINIMUM LOT SIZE CAN BE 10,000 SF. SETBACKS PER TITLE 11, CHAPTER 12: CONSERVATION SUBDIVISION (CS) OVERLAY ZONE AND DEVELOPMENT STANDARDS.

CONSERVATION SUBDIVISION DEVELOPMENT STANDARDS (TITLE 11, CHAPTER 12)

ZONE	LOT AREA	LOT WIDTH	
		INTERIOR	CORNER
LR	10,000 SF	85'	95'
A	1 ACRE	100'	110'

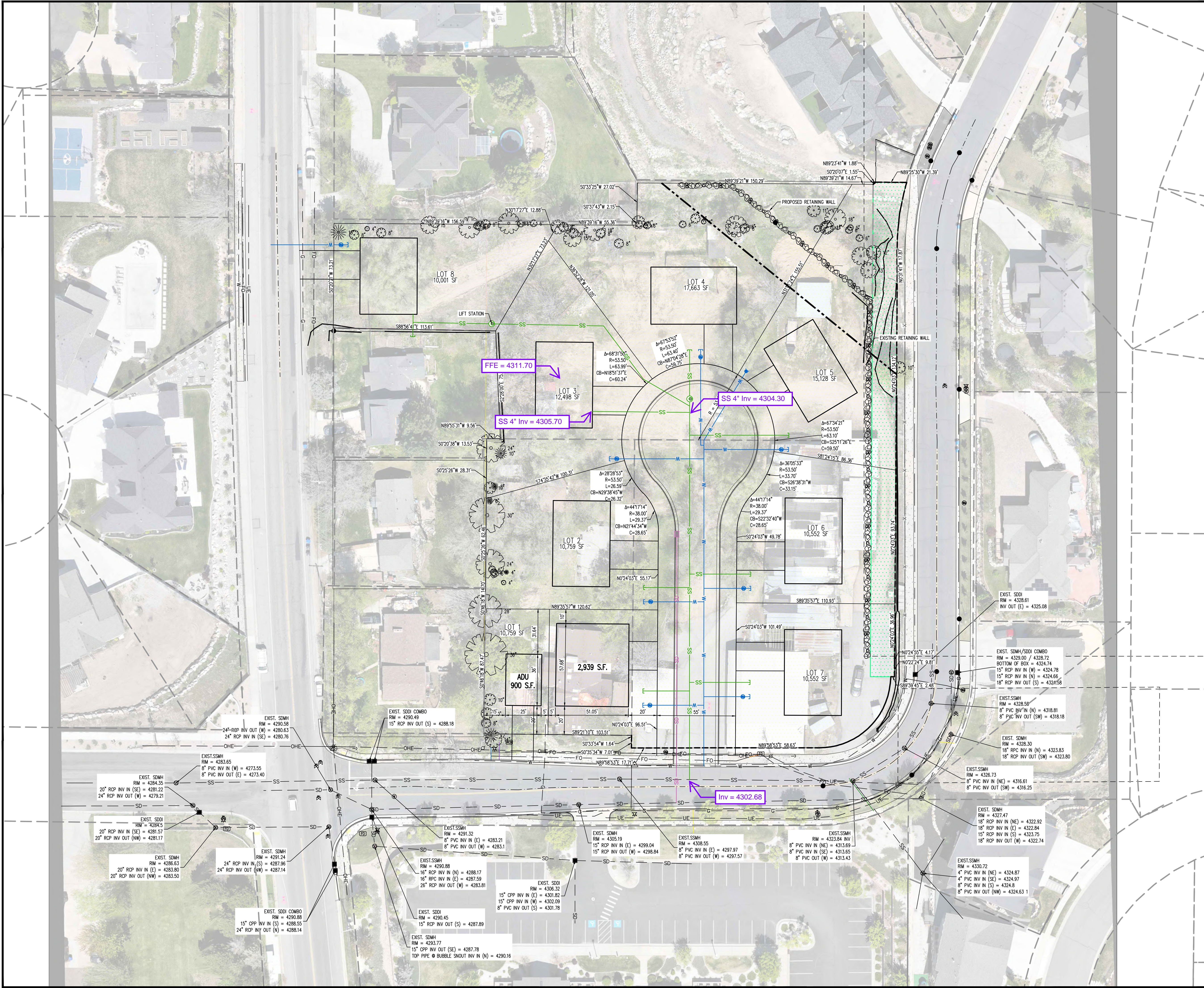
FOOTHILL ZONE (TITLE 11, CHAPTER 30)

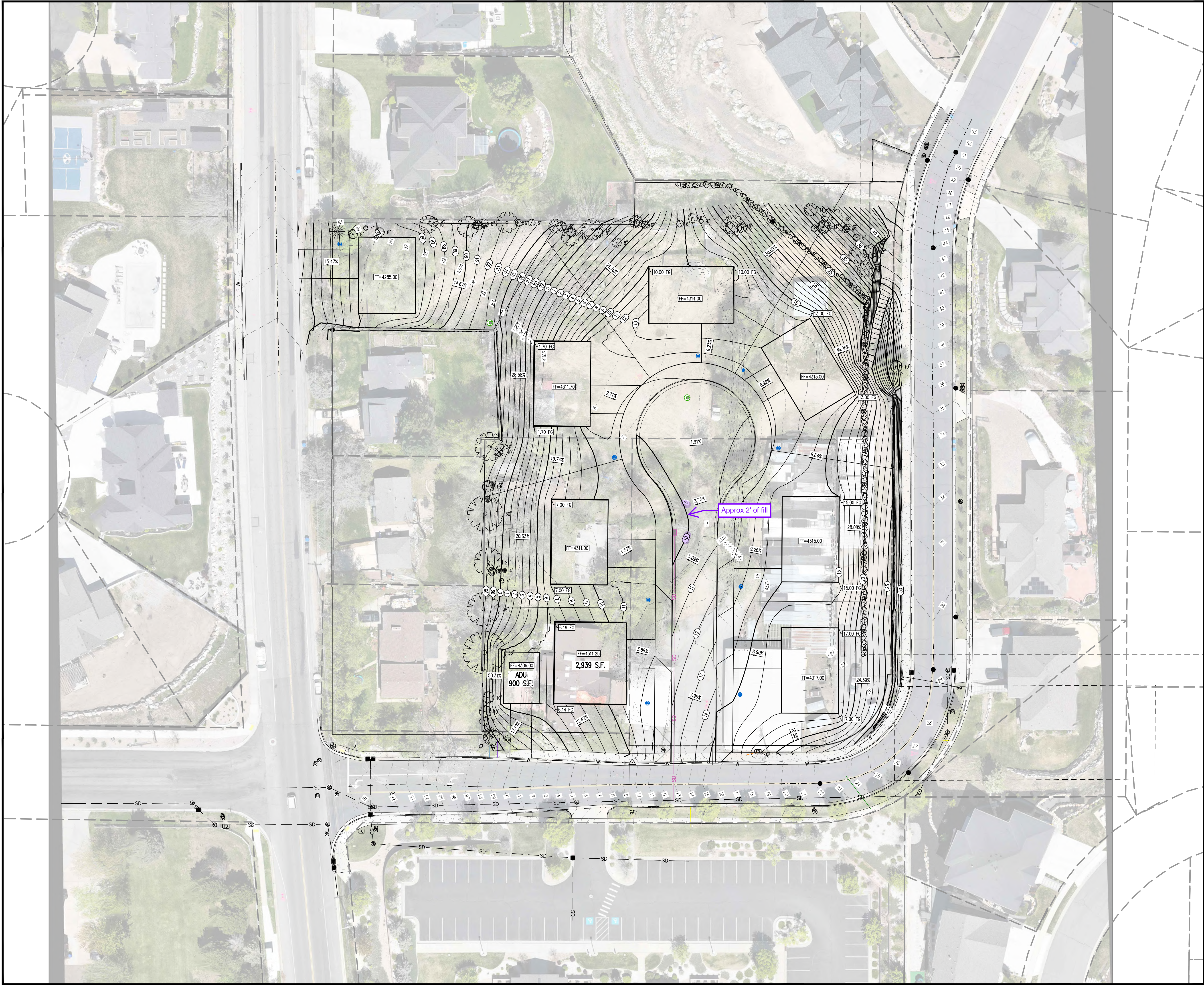
SLOPE DISTRICT AVERAGE SLOPE %	MAXIMUM DENSITY DWELLING UNITS/GROSS ACRE
0 - 12.0	4.0
12.1 - 20.0	2.8
20.1 - 30.0	1.6
MORE THAN 30.0	NO DEVELOPMENT ALLOWED



Project No: SS
Drawn By: DL
Checked By: DL
05/27/2025

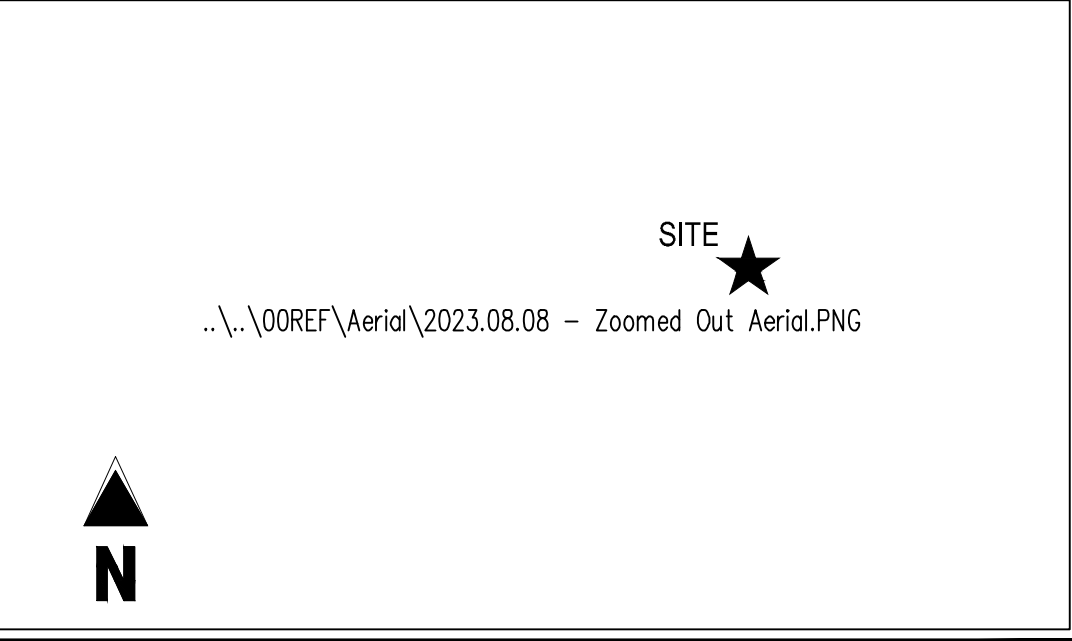
Frodsham Parcels
Farmington, Utah
230 E 1700 S





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LOCATION MAP



- LR-F: LARGE FAMILY - FOOTHILL
- A-F: AGRICULTURAL - FOOTHILL
- S-F: SINGLE FAMILY - FOOTHILL

AGRICULTURAL ZONE (TITLE 11, CHAPTER 10)

LOT AREA	LOT WIDTH		FRONT	SIDE	SIDE CORNER	REAR
	INTERIOR	CORNER				
2 ACRE *	100'	110'	30'	10' MIN. 24' TOTAL	25'	30'

* PER 10-040 B.1.b. IF THE SITE IS USED FOR MODERATE INCOME HOUSING, THE MINIMUM LOT AREA CAN BE 1
ACRE. SETBACKS PER TITLE 11, CHAPTER 12: CONSERVATION SUBDIVISION (CS) OVERLAY ZONE AND DEVELOPMENT
STANDARDS.

SINGLE-FAMILY RESIDENTIAL ZONES (TITLE 11, CHAPTER 11)

ZONE	LOT AREA	LOT WIDTH		FRONT	SIDE	SIDE CORNER	REAR
		INTERIOR	CORNER				
LR	10,000 SF	85'	95'	25'	10' MIN. 22' TOTAL	20'	30'

* PER 11-050 B.1.b. IF THE SITE IS USED FOR MODERATE INCOME HOUSING, THE MINIMUM LOT SIZE CAN BE 10,000 SF.
SETBACKS PER TITLE 11, CHAPTER 12: CONSERVATION SUBDIVISION (CS) OVERLAY ZONE AND DEVELOPMENT STANDARDS.

CONSERVATION SUBDIVISION DEVELOPMENT STANDARDS (TITLE 11, CHAPTER 12)

ZONE	LOT AREA	LOT WIDTH	
		INTERIOR	CORNER
LR	10,000 SF	85'	95'
A	1 ACRE	100'	110'

FOOTHILL ZONE (TITLE 11, CHAPTER 30)

SLOPE DISTRICT AVERAGE SLOPE %	MAXIMUM DENSITY DWELLING UNITS/GROSS ACRE
0 - 12.0	4.0
12.1 - 20.0	2.8
20.1 - 30.0	1.6
MORE THAN 30.0	NO DEVELOPMENT ALLOWED



Project No: _____
Drawn By: _____ SS
Checked By: _____ DL
05/27/2025

Frodsham Parcels
Farmington, Utah
230 E 1700 S

When Recorded Mail to:
Farmington City Attorney
160 S. Main Street
Farmington, UT 84025

DEVELOPMENT AGREEMENT
FOR THE
FRODSHAM FARMS PUD SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 20____, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **JOEY GREEN**, hereinafter referred to as the “Developer.”

RECITALS:

A. Developer owns approximately 2.64 acres of land located within the City, identified as Parcels: 070710089, 070710019, & 070710091, in the records of the Davis County Recorder, which property is more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”).

B. Developer desires to develop a project on the Property to be known as the Frodsham Farms PUD Subdivision (the “Project”). Developer has submitted an application to the City seeking approval of a zone overlay to Planned Unit Development (PUD) in accordance with the City’s Laws.

C. The Property is presently zoned under the City’s zoning ordinance as Large Residential (LR). The Property is subject to all City ordinances and regulations including the provisions of the City’s General Plan, the City’s zoning ordinances, the City’s engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the “City’s Laws”).

D. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City’s Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to or in lieu of those contained in the City’s Laws. This Agreement is wholly contingent upon the approval of that zoning application.

AGREEMENT

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

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

2. **Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit A and incorporated by reference.

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall comply with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.

4. **Developer Obligations.** Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

(a) **Moderate-income Housing.** As a condition for the enhanced density associated with the PUD overlay, Developer has agreed to establish a moderate-income housing unit within the Development. Specifically, Developer shall cause the construction and eventual subdivision of one Subordinate Single-Family Dwelling Unit lot (the “SSF Lot”). Additional provisions regarding moderate-income housing are included in section 8 of this Agreement.

(b) **Development According to Preliminary Plan.** Developer agrees to develop the Property as provided in plans presented by the Developer to the Farmington City Council, as designated in Exhibit B.

5. **Exceptions from Code.**

(a) Notwithstanding §11-28-200(F)(7), the City may record this subdivision final plat prior to the construction of the dwelling on the SSF lot. The City finds that the restrictions in Section 8 of this Agreement are sufficient to guarantee their construction.

(b) **In accordance with** §11-27-020, the following shall be the approved standards for the Project:

(1) **Setbacks**

(a) **Lot 1A**

- (i) Front (East) – 15 ft. / 20 ft. to garage
- (ii) Corner Side Yard (South) – 20 ft.
- (iii) Side Yard (North) – 5 ft.
- (iv) Rear (West) – 5 ft.

(b) **SSF Lot 1B**

- (i) Front – 20 ft.
- (ii) East Side – 5 ft.
- (iii) West Side – 10 ft.
- (iv) Rear – 20 ft.

(c) **Lots 2 – 6**

- (i) Front Yard – 15 ft. / 20 ft. to garage
- (ii) Side Yard – 5 ft.
- (iii) Rear Yard – 25 ft.

(d) **Lot 7**

- (i) Front Yard (West) – 15 ft. / 20 ft. to garage
- (ii) Side Yard (North) – 5 ft.
- (iii) Side Corner Yard (South including bend) – 25 ft.
- (iv) Rear Yard (East) – 25 ft.

(e) **Lot 8**

- (i) Front - 25 ft.
- (ii) Side – 10 ft.
- (iii) Rear – 30 ft.

(2) Fencing

- (a) No visual screening fencing and no fence exceeding 4 ft. in height shall be allowed in the corner side yard of Lot 1A and Lot 7.

6. City Obligations. City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. The City shall provide all public services to the Project, with the exception of secondary water and sewer, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner's association in the Project.

7. Density. The maximum number of residential units in the Project is eight (8) units, not including any SSF Lots.

8. Moderate Income Housing – Restrictions on Associated Single-Family Dwelling Lot. Developer agrees to establish one SSF Lots in the Development, which shall be associated with one contiguous single-family dwelling lot (the "Primary Lot"). The SSF Lot is intended to remain moderate income housing at its inception, and as an owner-occupied property for at least two (2) years of occupancy. This section survives termination under Subsection 21(b) of this Agreement, unless specifically terminated in writing.

(a) Developer agrees that no building permits may be issued by Farmington City for dwellings on the Primary Lot unless that building permit is accompanied by or has been preceded by a building permit for the SSF Lots.

(b) Developer further agrees that no certificate of occupancy for dwellings on the Primary Lot may be issued by the City until a certificate of occupancy has been issued for the SSF Lot associated with the Primary Lot for which certificate is sought.

(c) Developer waives any challenge or appeal on the basis of the City's denial of building permits or certificates of occupancy, so long as the City's denial

is based upon this contractual obligation for the SSF Lot to be developed concurrently with or prior to the Primary Lot.

(d) Developer further agrees to place the following note on the Final Plat: "A development agreement executed by the City and Developer on _____, 20__ places certain restrictions on Lots ____ and _____. Lots ____ and ____ are considered Primary Single-Family Dwelling lots to the associated Lots ____ and ____, respectively, which are single-family dwellings located on Subordinate Single-Family Dwelling Unit ("SSF") lots. No building permits for dwellings on the Primary lots may be issued by the City unless it is accompanied or preceded by a building permit application for a dwelling on the SSF lot associated with the Primary lot. Additionally, no certificate of occupancy, whether temporary or final, may be issued for a dwelling on the Primary lot until a certificate of occupancy has been issued on the associated SSF lot."

(e) Developer agrees to have recorded against the SSF Lot a deed restriction that restrict occupancy to owner occupancy for two (2) years, and moderate-housing price controls for the initial sale of the lot and home. The deed restriction is attached to this Agreement as Exhibit C. The deed restriction shall run with the land.

9. Payment of Fees. Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by City.

10. Indemnification and Insurance. Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

11. Right of Access. Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

12. Assignment. The Developer may assign this Agreement, with all rights and interests herein only with prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future

assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

13. Responsibility for On-Site Improvements. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer, its agents, a private association of homeowners, building owners, or a combination of the foregoing. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. The City shall have no maintenance responsibility in relation to the Project and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection 21(b) of this Agreement, unless specifically terminated in writing.

14. Onsite Improvements. At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water, sewer and storm water drainage improvements sufficient for the development of the Project in accordance with City Code.

15. Utility Easements. The Property has sewer lines and easements related to those lines currently running through the property, which will need to be relocated in order for the proposed Development to occur. The City has no objection to the relocation of utility lines, which do not belong to the City, and affirmatively approves any of the following mechanisms to relocate or locate utility lines within the Project:

- (a) Establish an easement for dedication to the utility company(ies) using a surveyed legal description of the easement boundaries, filed prior to or concurrent with plat recordation;
- (b) Deeding land directly to the City via warranty deed using surveyed legal descriptions, prior to or concurrent with plat recordation, for the express purpose of establishing right of way and utility uses within the conveyed property; or
- (c) Refrain from recording the plat for the Final Subdivision until after all utility lines have been relocated to within the proposed, dedicated right-of-way.

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

To Developer:

To the City:

Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025

17. Default and Limited Remedies. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. In addition, the Parties have the following rights in case of default, which are intended to be cumulative:

- (a) The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- (b) The right to draw upon any security posted or provided in connection with the Project.
- (c) The right to terminate this Agreement.

18. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

19. Vested Rights. The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

20. Amendment. The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

21. Termination.

(a) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within seven (7) years from the date of this Agreement or if Developer does not comply with the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be affected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

(b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 4 and 5 of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

22. Attorneys' Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

23. General Terms and Conditions.

(a) **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

(b) **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

(c) **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

(d) **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge against the underlying zone change is successful. In such case, this Agreement is void at inception.

(e) **Ethical Standards.** The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

(f) **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

(g) **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

(h) **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

(i) **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

(j) **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

(k) **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

(l) **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(m) **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

(Execution on Following Pages)

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

DEVELOPER

JOEY GREEN

Joey Green

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____day of _____, in the year 20____, before me, _____ a notary public, personally appeared Joey Green, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

Notary Public

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 20____, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

PARCEL 1

BEG AT PT N 413.16 FT FR CENTER SEC 31-T3N-R1E, SLM; W 10336 FT; N 207.06 FT; E 103.56 FT; S 207.06 FT TO BEG. CONT.

PARCEL 2

A PARCEL OF LAND SIT IN SEC 31-T3N-R1E, SLB&M, SD PARCEL MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON A FENCE LINE, SD PT BEING N 00'15'20" E 620.22 FT (NORTH BY DEED) & W 94.00 FT (91.24 FT BY DEED) FR THE CENTER OF SEC 31-T3N-R1E, SLB&M; & RUN TH N 02'48'40" W 75.56 FT ALG A FENCE LINE & TO A NE FENCE COR; TH N 89'17'70" W 113.63 FT ALG A FENCE LINE & BEYOND TO THE E LINE OF STATE ROAD; TH N 7372 FT ALG THE E LINE OF SD STATE ROAD; TH E 212.00 FT TO THE 1/4 SEC LINE; TH N 00'15'20" E 29.60 FT ALG SD 1/4 SEC LINE; TH E 164.20 FT; TH S 179.70 FT; TH W 259.00 FT TO THE PUB.

AND LESS AND EXCEPTING;

PARCEL 3

BEG AT A PT 6.68 CHS N OF SW COR OF NE 1/4 OF SEC 31-T3N-R1E SLM; TH N 179.34 FT; TH E 165 FT; TH S 179.34 FT; TH W 165 FT TO BEG. CONT. 0.682 ACRES.

ALSO: BEG AT A PT WH IS N 0'36'55" W 529.53 FT & S 89'43' W 1676.32 FT S 0'24'20" W 89.39 FT & N 89'43' W 818.84 FT FR THE E 1/4 COR OF SEC 31-T3N-R1E, SLM; & RUN TH S 89'43' W 165.00 FT TH S 0'20' W 31.43 FT, TH N 89'43' E 146.35 FT, M/L, TO THE BEG OF A CURVE TO THE LEFT SD CURVE HAVING A DELTA ANGLE OF 43'44'37" & A RAD OF 50.00 FT, (CHORD BEARS N 67'45'56" E 22.18 FT); TH ALG THE ARC OF SD CURVE 21.98 FT TO POB. **(BOUNDARY DOES NOT CLOSE)**

ALSO: BEG AT THE NE COR OF THAT PARCEL DEEDED TO FRANK FRODSHAM & BARBARA FRODSHAM, TRUSTEES, IN BK 1920 AT PG1630 AS ENTRY #1202417, SD COR IS 620.22 FT N ALG THE CENTER SEC LN & 165.00 FT E FR THE SW COR OF THE NE 1/4 OF SEC 31-T3N-R1E, SLM, & RUN TH N 179.70 FT ALG THE E BNDRY LN OF THAT PARCEL DEEDED TO KENNITH RAY PAYNE & LAURIE PAYNE IN BK 2902 AT PG 1482 AS ENTRY #1695067 TO THE NE COR OF SD PAYNE PARCEL; TH E 1.86 FT TH N 32.06 FT; TH S 68'32'02" E 29.69 FT TO A PT OF NON-TANGENCY WITH A 177.50 FT RAD CURVE TO THE LEFT; TH S'LY ALG THE ARC OF SD CURVE 67.29 FT THROUGH A CENTRAL ANGLE OF 21'43'18" (NOTE: CHORD TO SD CURVE BEARS S 10'36'19" W FOR A DIST OF 66.89 FT); TH S 00'15'20" E 298.55 FT; TH S 89'44'40" W 2.48 FT TO A PT OF NON-TANGENCY WITH A 50.00 FT RAD CURVE TO THE RIGHT; TH SW'LY ALG THE ARC OF SD CURVE 41.41 FT THROUGH A CENTRAL ANGLE OF 47'27'03" (NOTE: CHORD TO SD CURVE BEARS S 23'28'12" W FOR A DIST OF 40.24 FT) TO THE S'LY EXTENSION OF THE E BNDRY LN OF SD FRODSHAM PARCEL; TH N 200.32 FT ALG SD E BNDRY LN & IT'S EXTENSION TO THE POB. CONT 0.111 ACRES.

ALSO: BEG AT A PT WH IS N 0'36'55" W 529.53 FT & S 89'43' W 1676.32 FT & S 0'24'20" W 89.39 FT & N 89'43' W 818.84 FT & S 0'20' W 31.43 FT & S 89'43' W 165.00 FT FR THE E 1/4 COR OF SEC 31-T3N-R1E, SLM; & RUN TH S 9.57 FT, TH N 89'38'15" E 131.56 FT, M/L, TO THE BEG OF A CURVE TO THE LEFT, SD CURVE HAVING A DELTA ANGLE OF 43'44'37" & A RAD OF 50.00 FT (CHORD BEARS N 67'45'56" E 14.53 FT), TH ALG THE ARC OF SD CURVE 13.17 FT TH W 146.35 FT TO POB. DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH. **(BOUNDARY DOES NOT CLOSE)**

PARCEL 3A

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL ALSO LOCATED IN FARMINGTON CITY, DAVIS COUNTY, UTAH.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°15'20" EAST 802.20 FEET ALONG THE QUARTER SECTION LINE (NAD83 BASIS OF BEARING NORTH 00°34'47" EAST FROM THE CENTER OF SECTION 31 TO THE NORTH QUARTER

CORNER OF SECTION 31) AND SOUTH 89°44'40" EAST 166.85 FEET FROM THE CENTER OF SAID SECTION 31 AND RUNNING THENCE:

NORTH 00°15'20" EAST 29.77 FEET; THENCE SOUTH 68°16'42" EAST 29.69 FEET TO THE WEST RIGHT-OF-WAY LINE OF TUSCANY COVE DR; THENCE ALONG SAID TUSCANY COVE RIGHT-OF-WAY SOUTHERLY 19.92 FEET ALONG THE ARC OF A 177.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 68°16'38" EAST AND THE LONG CHORD BEARS SOUTH 18°30'29" WEST 19.91 FEET WITH A CENTRAL ANGLE OF 06°25'47"); THENCE NORTH 89°44'23" WEST 21.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY OVER AND ACROSS THAT CERTAIN PARCEL DESCRIBED IN DEED #3347971, FOR HORSE CROSSING ONLY, SPECIFICALLY RESTRICTED TO EXPIRE UPON SALE OF SAID PROPERTY DESCRIBED AS PARCEL 3 HEREIN.

EXHIBIT B

FINAL PUD MASTER PLAN & ASSOCIATED DOCUMENTS

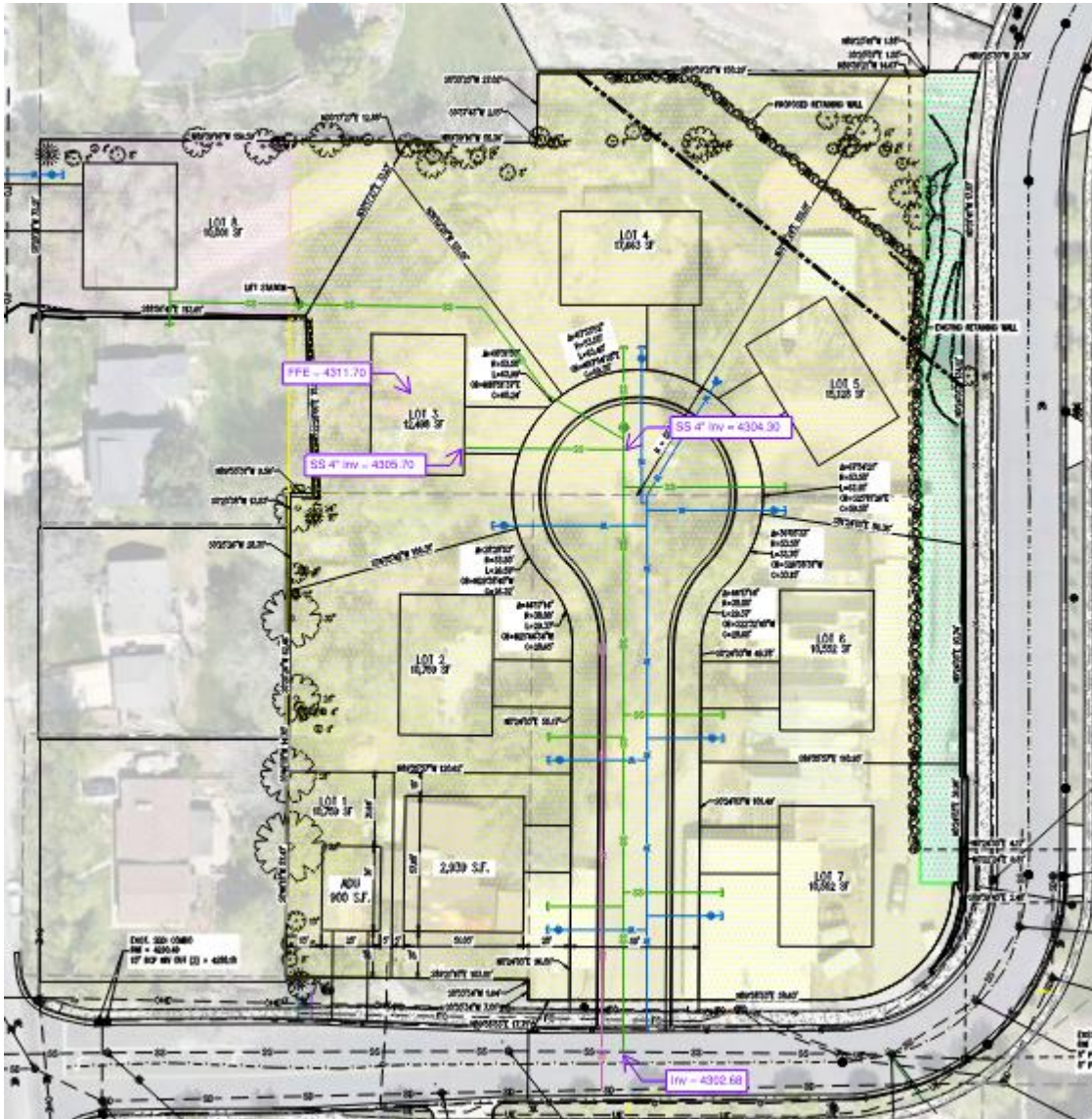


EXHIBIT C
DEED RESTRICTION
FOR SSF LOTS

Upon recording return to:

**Farmington City Attorney
160 S. Main St.
Farmington, UT 84025**

DEED RESTRICTION

**Owner Occupancy & Moderate-Income Home Price
Governing For-Sale Accessory Dwelling Unit**

This DEED RESTRICTION (this “Deed Restriction”) is granted as of _____, 20__ by _____ having a mailing address of _____ (“Grantor”), for the benefit of FARMINGTON CITY, UTAH having a mailing address of 160 S. Main Street, Farmington, Utah 84025 (the “City”), as such Deed Restriction may be amended from time to time.

WITNESSETH:

A. Grantor holds legal title to approximately 2.64 acres of land located at approximately 230 E 1700 S known as the Frodsham Farms Subdivision (the “Development”), and intends to construct a housing development, consisting of single-family homes.

B. Farmington City has provided in its zoning code for the ownership of an accessory dwelling unit lot or subordinate single-family dwelling lot (a “SSF Lot”). These are connected to a primary detached single-family dwelling (the “Primary Dwelling”) on the primary lot. Ownership of the SSF Lot is accomplished by subdividing a smaller lot from the Primary Dwelling lot.

C. The creation of SSF Lots are intended to provide more affordable housing options to future Farmington residents, and are therefore only available if they are accompanied by a deed restriction requiring owner-occupancy for two years from the issuance of certificate of occupancy by the City. The SSF Lot and its dwelling may not be lawfully rented during the period of owner occupancy.

D. Additionally, in exchange for increased density in the Development, the Grantor agreed to provide moderate income housing within the Development. The SSF Lot subject to this Deed Restriction is a moderate-income housing unit, and therefore subject to additional restrictions beyond the two-year owner-occupancy requirement. It is acknowledged by the Grantor that this deed restriction allowed the Development to achieve the level of density it attained, thereby increasing the value of the Development and providing consideration for this Deed Restriction.

E. The Development was approved pursuant to an Agreement under Section 10-9a-535(1) of the Utah Code, which requires the development of a certain number of moderate-income housing units as a condition of approval.

F. The lot subject to this deed restriction is a SSF Lot.

G. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon this SSF Lot, Lot 1B (the “Restricted Lot”) within the Development as a covenant running with the land and binding upon any successors to Grantor, as owner thereof. The legal description of the Restricted Lot is “All of Lot 1B of the Frodsham Farms Subdivision, Farmington City, Davis County, Utah.” The property description and identification of the Restricted Lot is attached as Exhibit A and incorporated by this reference.

H. The City is authorized to monitor compliance with and to enforce the terms of this Deed Restriction.

I. The rights and restrictions granted herein to City serve the public’s interest in the creation and retention of affordable housing for persons and households of low or moderate income.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending that owners of the unit be bound by its terms, Grantor hereby agrees that the Property shall be subject to the following rights and restrictions:

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
 - (a) “Affordable” means housing for which the mortgage and utility costs are equal to or less than thirty percent (30%) of the income for those earning eighty percent (80%) of the Area Median Income or less.
 - (b) “Affordable Unit” means the dwelling built on the SSF Lot subject to the price controls of this deed restriction.
 - (c) “Area Median Income” or “AMI” means a number calculated annually by the United States Department of Housing and Urban Development (HUD), which is the “middle” number of all of the incomes in the Ogden-Clearfield UT HUD Metro FMR Area, with 50% of individuals in that Area making more than that amount, and 50% making less than that amount. The percentage used to calculate AMI shall be rounded to the nearest tenth (for example, if the calculated AMI percentage is 64% it shall be rounded down to 60%; if the calculated AMI percentage is 65%, it shall be rounded up to 70%).

- (d) “City” shall mean Farmington City, a political subdivision of the State of Utah.
- (e) “Household” means all related and unrelated individuals occupying a Unit.
- (f) “HUD” means the United States Department of Housing and Urban Development.
- (g) “Notice” means correspondence complying with the provisions of Section 10(b) of this Deed Restriction.
- (h) “Restricted Lot” means the SSF Lot identified on the subdivision plat as Lot 1B and described in Section G of the recitals.
- (i) “Tenant” means an occupant of the Restricted Lot other than an owner or operator.

3. Affordable Unit.

- (a) The Restricted Lot is subject to the price controls in this deed restriction as an Affordable Unit.
- (b) Prior to its sale and occupancy, the Restricted Lot and the dwelling unit must undergo an appraisal in which their combined value is found to be Affordable as defined in this deed restriction, including costs of customary down payments related thereto.
- (c) The initial sale of the Restricted Lot and its associated dwelling unit shall be as an Affordable Unit to a bona fide purchaser for owner-occupation. The City shall provide analysis of the price point at which the Restricted Lot is considered an Affordable Unit, as provided in section 5 of this Deed Restriction.
- (d) Adjustments to the Affordable Unit’s sale price for Household size are as follows, and consistent with the AMI for the Ogden-Clearfield HUD Metro FMR Area:
 - 1. Studio unit: Use the income limit for a one-person household.
 - 2. One-bedroom unit: use the income limit for a two-person household.
 - 3. Two-bedroom unit: use the income limit for a three-person household.
 - 4. Each additional bedroom unit in the home shall be associated with a step up in the income limit for one additional person.
- (e) Subsequent purchasers of the Restricted Lot after the initial purchase are not subject to price controls.
- (f) This deed restriction shall be recorded against the Restricted Lot, at the time of plat recordation.

4. Occupancy Requirement.

- (a) This Deed Restriction shall remain in effect from the date that occupancy was established for the dwelling on the Restricted Lot, and continuing for a period of **ten**

(10) years thereafter (the “Restricted Period”) unless earlier terminated in accordance with Section 10(h) hereof.

(b) Occupancy of the Restricted Lot shall be limited to owner-occupied uses during the Restricted Period. Renting, leasing or sub-leasing the home built on the Restricted Lot is prohibited except as provided in Farmington City Code.

(c) This Deed Restriction’s compliance with the requirements of this section shall be monitored and enforced by the City.

5. City to Provide Analysis.

(a) In order to ascertain whether the purchase price is an Affordable Sale Price, a purchaser or title company may contact Farmington City’s Community Development Department at (801) 451-2383 or 160 S. Main Street, Farmington, UT, to request an analysis of the property.

(b) The requestor shall be required to identify the property by lot number and address, and indicate the number of bedrooms in the Restricted Lot.

(c) The City shall provide the analysis within five business days of receiving the request, in the form of a written, official Determination of Affordable Value for the Restricted Lot.

6. Advertisement.

During marketing to sell the Restricted Lot during the Restricted Period, all advertising shall indicate that the unit is subject to an owner-occupancy deed restriction which was designed to keep the unit affordable for moderate-income households.

7. Enforcement.

(a) The rights hereby granted shall include the right of the City to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations, including without limitation legal action to void the property transfer accomplished in violation of this deed restriction. The property owner shall be responsible for reasonable attorney fees and costs associated with such litigation, and agrees that such costs will constitute a lien against the Restricted Lot until paid.

(b) Enforcement of the owner-occupancy requirement may include civil or criminal citations for zoning violations, in addition to legal proceedings seeking injunctive or specific performance. The property owner shall be responsible for the costs of investigation and prosecution of these violations, including reasonable attorney fees and costs. The costs shall constitute a lien against the Restricted Lot until paid.

(c) The City may delegate the responsibility of monitoring Grantor for compliance with this Deed Restriction to any not-for-profit or government organization. In

no case shall this delegation result in additional fees or financial responsibilities of Grantor. Grantor agrees to cooperate with any delegate of the City to the same extent as required under this Deed Restriction as long as the City has notified Grantor in writing of such delegation of responsibility.

8. Covenants to Run with the Property.

(a) A copy of this Deed Restriction, as recorded, shall be provided to the Grantor and the appropriate official of the City.

(b) At the expiration of the Restricted Period, either City, Grantor or a successor in interest, may record a notice of termination of this Deed Restriction without the other party's consent and acknowledgement.

(c) This Deed Restriction was a requirement for the Development of a certain number of moderate-income housing units as a condition of approval of a land use application, pursuant to a written agreement, as provided in Utah Code Ann. § 10-9a-535(1).

(d) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants running with the land, encumbering the Property for the Affordability Period, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the City and its successors and assigns, for the Restricted Period.

9. Miscellaneous Provisions.

(a) Amendments. This Deed Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the current owner of the Property and the City.

(b) Notice. Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice. All such notices, demands or requests shall be deemed to have been given on the day it is hand delivered or mailed:

Grantor:

Attn: _____

After property has been sold to a subsequent owner, notice may be sent to the mailing address provided for the property owner on the records of the Davis County Recorder for the Restricted Lot.

City:

Attn: Community Development Director
Farmington City
160 S. Main Street
Farmington, UT 84025

(c) Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

(d) Waiver by City: No waiver by the City of any breach of this Deed Restriction shall be deemed to be a waiver of any other or subsequent breach.

(e) Third Party Beneficiary. The City shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.

(f) Gender; Captions. The use of the plural in this Deed Restriction shall include the singular, the singular, the plural and the use of any gender shall be deemed to include all genders. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Deed Restriction.

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any of its obligations hereunder without the prior written approval of City pursuant to the terms of this Deed Restriction. All future purchasers of this deed restricted lot accept the terms of this restriction by virtue of its appearance on the records of the Davis County Recorder and

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both Grantor and the City of Farmington, which authorization must be rendered by the City Council. If this Deed Restriction is terminated as provided in this Section 10(h), the then-owner of the Property, or a portion thereof, or City may record a notice of such termination with the Davis County Recorder with the other party's consent and acknowledgement.

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in

accordance with the laws of said State without giving effect to any conflict of law provision or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

(j) Independent Counsel. Grantor acknowledges that he, she or they have read this document in its entirety and has had the opportunity to consult legal and financial advisors of his, her or their choosing regarding the execution, delivery and performance of the obligations hereunder.

IN WITNESS WHEREOF, the parties hereto each caused this Deed Restriction to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

GRANTOR:

By: Joey Green

Title: Owner

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this ____ day of _____, 20____,
before me personally appeared _____,
the _____ of _____, to
me known, and known by me to be the party executing the foregoing instrument and he/she
acknowledged said instrument, by him/her executed to be his/her free act and deed, in said
capacity, and the free act and deed of _____.

Notary Public

Printed Name: _____

My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this _____ day of _____, 20____, before me personally appeared Brett Anderson , the Mayor of the Farmington City, to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of Farmington City.

Notary Public

Printed Name: _____

My Commission Expires: _____

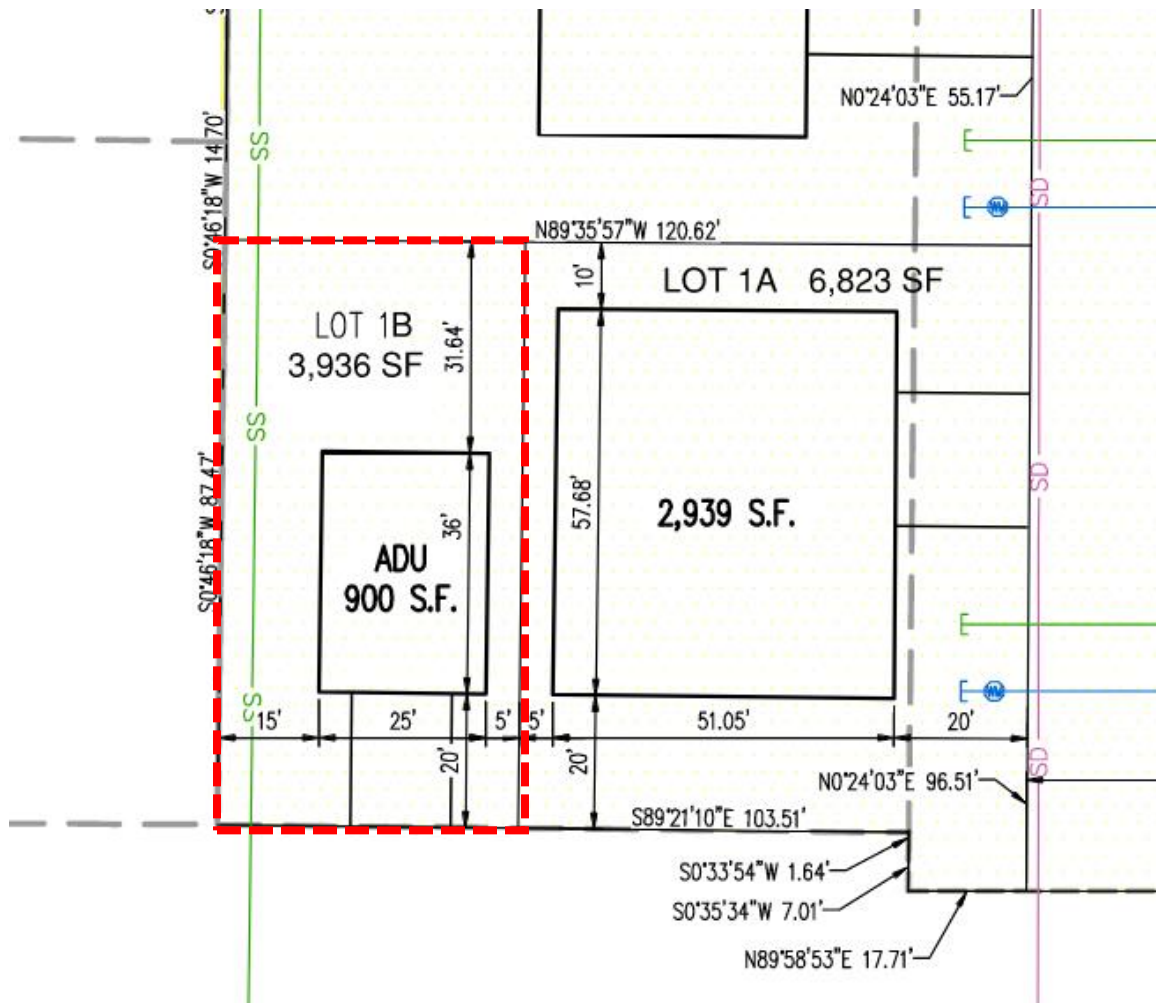
Exhibit A

Property Description & Identification of Restricted Lot

Legal Description:

All of Lot 1B of the Frodsham Acres Subdivision. Cont. 0.09 acres

Visual Exhibit:



FARMINGTON, UTAH

ORDINANCE NO. 2025 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT APPROXIMATELY 230 EAST 1700 SOUTH FROM A-F (AGRICULTURE - FOOTHILL) TO LR-F (LARGE RESIDENTIAL - FOOTHILL).

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the Planning Commission of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property located at approximately 230 East 1700 South, identified by parcel numbers: 07-071-0089, 07-071-0019 and 07-071-0091 is hereby reclassified from zone A-F (Agriculture - Foothill) to LR-F (Large Residential - Foothill) said property being more particularly illustrated on Exhibit "A" attached hereto.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

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 17th day of June, 2025.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit "A"

Full Legal Description:

Parcel: 07-071-0089:

A PARCEL OF LAND SIT IN SEC 31-T3N-R1E, SLB&M, SD PARCEL MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON A FENCE LINE, SD PT BEING N 00°15'20" E 620.22 FT (NORTH BY DEED) & W 94.00 FT (91.24 FT BY DEED) FR THE CENTER OF SEC 31-T3N-R1E, SLB&M; & RUN TH N 02°48'40" W 75.56 FT ALG A FENCE LINE & TO A NE FENCE COR; TH N 89°17'20" W 113.63 FT ALG A FENCE LINE & BEYOND TO THE E LINE OF STATE ROAD; TH N 73.22 FT ALG THE E LINE OF SD STATE ROAD; TH E 212.00 FT TO THE 1/4 SEC LINE; TH N 00°15'20" E 29.60 FT ALG SD 1/4 SEC LINE; TH E 164.20 FT; TH S 179.70 FT; TH W 259.00 FT TO THE POB. CONT. 1.206 ACRES

Parcel: 07-071-0091:

BEG AT A PT 6.68 CHAINS N OF SW COR OF NE 1/4 OF SEC 31-T3N-R1E, SLB&M; TH N 179.34 FT; TH E 165 FT; TH S 179.34 FT; TH W 165 FT TO BEG. CONT. 0.682 ACRES ALSO, BEG AT A PT WH IS N 0°36'55" W 529.53 FT & S 89°43' W 1676.32 FT & S 0°24'20" W 89.39 FT & N 89°43' W 818.84 FT FR THE E 1/4 COR OF SEC 31-T3N-R1E, SLB&M; & RUN TH S 89°43' W 165.00 FT; TH S 0°20' W 31.43 FT; TH N 89°43' E 146.35 FT, M/L, TO THE BEG OF A CURVE TO THE LEFT SD CURVE HAVING A DELTA ANGLE OF 43°44'37" & A RADIUS OF 50.00 FT (CHORD BEARS N 67°45'56" E 22.18 FT); TH ALG THE ARC OF SD CURVE 21.98 FT TO POB. CONT. 0.117 ACRES ALSO, BEG AT THE NE COR OF THAT PARCEL DEEDED TO FRANK FRODSHAM & BARBARA FRODSHAM, TRUSTEES, IN BK 1920 AT PG 1630 AS ENTRY #1202417, SD COR IS 620.22 FT N ALG THE CENTER SEC LINE & 165.00 FT E FR THE SW COR OF THE NE 1/4 OF SEC 31-T3N-R1E, SLB&M; & RUN TH N 179.70 FT ALG THE E BNDRY LINE OF THAT PARCEL DEEDED TO KENNITH RAY PAYNE & LAURIE PAYNE IN BK 2902 AT PG 1482 AS ENTRY #1695067 TO THE NE COR OF SD PAYNE PARCEL; TH E 1.86 FT; TH N 2.29 FT, M/L, TO THE S LINE OF PPTY CONV IN QC DEED RECORDED 02/12/2021 AS E# 3347971 BK7696 PG 2685; TH ALG SD LINE THE FOLLOWING COURSE: S 89°44'23" E 21.40 FT TO A PT OF NON-TANGENCY WITH A 177.50 FT RADIUS CURVE TO THE LEFT; TH S'LY ALG THE ARC OF SD CURVE 47.37 FT (NOTE: CHORD TO SD CURVE BEARS S 7°21'56" W 46.98 FT); TH S 00°15'20" E 298.55 FT; TH S 89°44'40" W 2.48 FT TO A PT OF NON-TANGENCY WITH A 50.00 FT RADIUS CURVE TO THE RIGHT; TH SW'LY ALG THE ARC OF SD CURVE 41.41 FT THROUGH A CENTRAL ANGLE OF 47°27'03" (NOTE: CHORD TO SD CURVE BEARS S 23°28'12" W FOR A DIST OF 40.24 FT) TO THE S'LY EXTENSION OF THE E BNDRY LINE OF SD FRODSHAM PARCEL; TH N 200.32 FT ALG SD E BNDRY LINE & IT'S EXTENSION TO THE POB. (BASIS OF BEARING NAD83 00°34'47"). CONT. 0.097 ACRES ALSO, BEG AT A PT WH IS N 0°36'55" W 529.53 FT & S 89°43' W 1676.32 FT & S 0°24'20" W 89.39 FT & N 89°43' W 818.84 FT & S 0°20' W 31.43 FT & S 89°43' W 165.00 FT FR THE E 1/4 COR OF SEC 31-T3N-R1E, SLB&M; & RUN TH S 9.57 FT; TH N 89°38'15" E 131.56 FT, M/L, TO THE BEG OF A CURVE TO THE LEFT, SD CURVE HAVING A DELTA ANGLE OF 43°44'37" & A RADIUS OF 50.00 FT (CHORD BEARS N 67°45'56" E 14.53 FT); TH ALG THE ARC OF SD CURVE 13.17 FT; TH W 146.35 FT TO POB. CONT. 0.034 ACRES TOTAL ACREAGE 0.93 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel 07-071-0019:

BEG AT PT N 413.16 FT FR CENTER SEC 31-T3N-R1E, SLM; TH W 103.56 FT; TH N 207.06 FT; TH E 103.56 FT; TH S 207.06 FT TO BEG. CONT. 0.50 ACRES.

Map of General Location and Existing Zoning:



CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: First Amendment to the Supplemental Development Agreement for Canopy Square Development

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: June 17, 2025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Assistant Community Development Director
Date: 6/17/2025
Subject: **First Amendment to the Supplemental Development Agreement for Canopy Square Development.**

RECOMMENDED MOTION

Move that the City Council approve the First Amendment to the Supplemental Development Agreement for Canopy Square Development.

Findings:

1. The proposed amendment is substantially similar to the original proposal with the number of units, manner in which it addresses the street, and amount and location of commercial use.
2. The plan maintains a form consistent with the original which addresses the street frontage of Burke, Innovator, and Maker while also maintaining variety in architecture.
3. The updated plan creates an enhanced greenway experience.

BACKGROUND

Wasatch Development was approved for their Canopy Square project in late 2022. Pursuit of the project has been delayed since then primarily due to the need to address potential wetlands on the site with the Army Corp of Engineers. The wetland delineation has been worked out and the developer is looking to reengage.

In the time that has elapsed Wasatch has identified items they would like to change in the project while keeping consistent with the original proposal. It is the determination of staff that the form, unit count and amount and location of commercial are substantially similar to the approved proposal, that it would be appropriate to bring it back to the City Council without holding a new public hearing with the Planning Commission. This follows the process outlined in 11-18-080 K. As a minor amendment, an amended DA is appropriate to ensure the PMP exhibits match the future site plan proposals.

Original:



CONCEPT PLAN

Totals: 358 Apartments + 107 Townhomes = 465 units + ground floor commercial in podium.

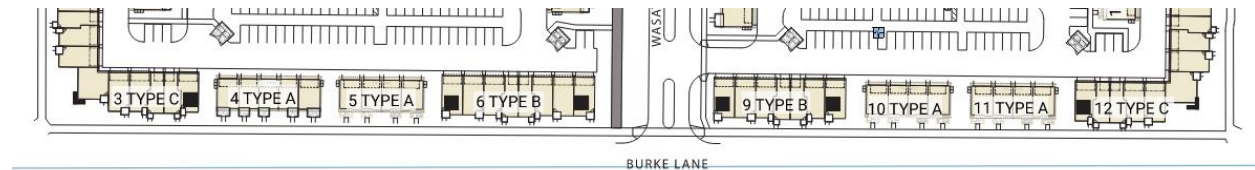
Updated:



CONCEPT PLAN

Totals: 372 Apartments + 93 Townhomes = 465 units + ground floor commercial in podium.

Notable in the modified PMP are the removal of apartment buildings on the southwest and southeast corners of the project. These buildings have been replaced with corner townhomes. While a corner townhome is a unique product, staff had concerns that the street frontage would look too monotone. Rather, the layout provides variation in the positioning of units, height and architecture which will front the street.



TOWNHOME B (ROOF TOP DECK ON END UNITS ONLY)



TOWNHOME A

Respectfully submitted,

Lyle Gibson
Assistant Community Development Director

Review and concur,

Brigham Mellor
City Manager

Supplemental Information

1. First Amendment to the Supplemental Development Agreement for Canopy Square Development. (including updated PMP)

**FIRST AMENDMENT
TO THE SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR
CANOPY SQUARE DEVELOPMENT**

THIS FIRST AMENDMENT (this “Amendment”) to the Supplemental Development Agreement entered into between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the “City,” and **WASATCH FARMINGTON HOLDINGS, LLC**, a Utah limited liability company, hereinafter referred to, collectively with its respective assignees, as “Developer,” recorded with the Davis County Recorder’s Office on December 14, 2022 (the “Development Agreement”) is made and entered into by and between the Parties on this ____ day of _____, 2025.

RECITALS:

- A. Developer entered into the Development Agreement with City, in which the Developer presented a Project Master Plan (“PMP”) as Exhibit B, on December 14, 2022.
- B. The PMP included a concept plan and phasing plan. The Development Agreement also included a provision that permitted written amendment, signed by the parties.
- C. Developer seeks to amend the concept plan by moving the layout of units, and to amend the site plan by reducing the construction phases to two, and to make correlating amendments.
- D. The Parties are willing to amend the PMP to permit these changes.

AMENDMENT TO THE AGREEMENT

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

- 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Amendment and made a part hereof.
- 2. Effective Date of Amendment. This Amendment shall be effective as of the date on which both Parties have executed it.
- 3. Amendments.
 - a. Exhibit B in the Development Agreement is replaced with the Amended PMP, which is attached to this Agreement as Addendum A. The Amended PMP includes a modified concept plan and phasing plan, with changes throughout consistent with the modified plans.
 - b. Subsections 6.a.i. through 6.a.iii. of the Development Agreement is replaced by the following:

- i. A construction sequence exhibit prepared by Developer, in which Phases 1 and 2 are identified is included on page 25 of the Amended PMP, in which the Eastern portion of the Project is designated Phase 1, and the Western portion is designated Phase 2.
 - ii. Phase 1 includes the construction of commercial spaces. Phase 1 may be commenced in accordance with established procedures and approvals, including both the residential and commercial components of Phase 1.
 - iii. Developer may not submit, and City shall refuse to accept, any site plan applications or building permits associated with buildings within Phase 2, until after the issuance of a building permit and commencement of construction of the commercial spaces located within Phase 1.
- c. Subsections 6.b.ii through 6.b.iii. of the Development Agreement is replaced by the following:
- ii. The Central Davis Sewer District has not provided sufficient sewer capacity to accommodate Phases 1 and 2 of the Project;
 - iii. The City has not provided sufficient offsite storm drain infrastructure and capacity for Phases 1 and 2 of the Project;

All other provisions of the Agreement shall remain unchanged.

(signatures appear on next page)

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

“CITY”

FARMINGTON CITY

ATTEST:

City Recorder

By:_____
Mayor

“DEVELOPER”

WASATCH FARMINGTON HOLDINGS, LLC

By:_____

its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2025, personally appeared before me Brett Anderson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Brett Anderson acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public
Residing at:

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2025, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is a managing member of **WASATCH FARMINGTON HOLDINGS, LLC**, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.

My Commission Expires:

Notary Public
Residing at:

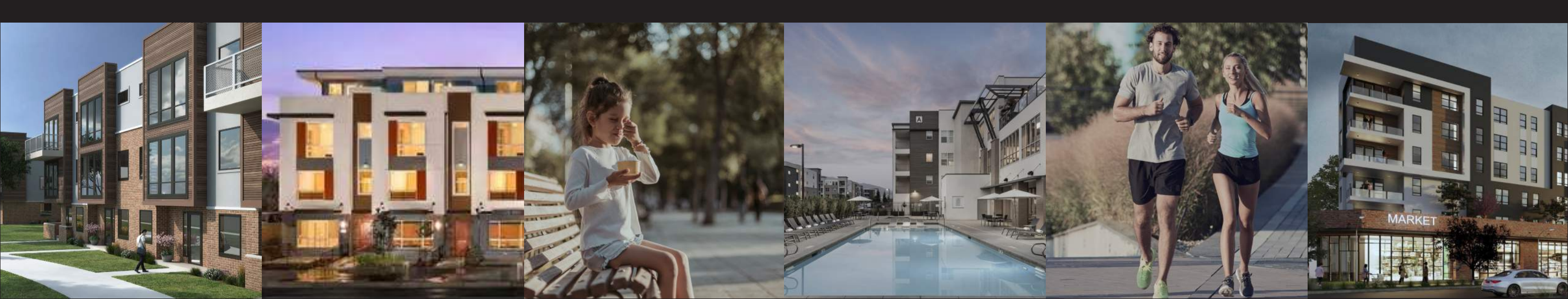
ADDENDUM A

Amended PMP



CANOPY

SQUARE



March 14, 2025

To the Farmington City Mayor, City Council, Planning Commission

In Care of Mr. David Peterson, Community Development Director
Farmington City Hall
160 South Main Street
Farmington City, Utah 84025

Re: Canopy Square Project Master Plan (Updated)

We are pleased to submit our updated Project Master Plan (PMP) for the Canopy Square Project to Farmington City. We are excited to be partners with Farmington City and to move forward the first phase of the long-envisioned North Farmington Station PMP. We believe that this PMP is possible due to the foresight of the City to recognize the importance of residential (both market rate and workforce housing) and retail in making this area of the city a success, where future residents will live, work and play.

Wasatch Residential Group has developed and acquired more than 7,700 multi-family units throughout the Western United States. This success has been possible by creating vibrant neighborhoods, places where people want to stay long term because they enjoy the amenities, open space, architecture and high level of management.

We are pleased that Farmington City has embraced the idea of creating a new and unique neighborhood. The goals and objectives of this PMP will bring pedestrian connectivity, open space, amenities and quality architecture together to create a walkable neighborhood that will set the standard for the larger North Farmington Station project.

We would be remiss if we did not mention our appreciation to the many city staff members who have worked with Wasatch Residential Group to this point and look forward to a long and rewarding experience together as we build out this first 20-acres.

Sincerely,



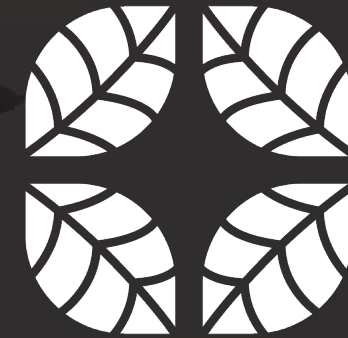
Jeff Nielson
President

Corey Johnson
Vice President



Adam Lankford
VP of Development





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01 | Project Master Plan Narrative

- Current Zoning Map - 3
- Site Context - 4
- Existing Conditions - 4
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02 | Description of Land Use Concepts

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05 | Sequence and Timing

06 | Section 140 Petition

PROJECT MASTER PLAN NARRATIVE

01



The Mixed-Use Districts Zoning Ordinance (Farmington City Zoning Regulations Chapter 18) establishes development standards and guidelines that are enacted to provide and encourage a compatible mix of retail and residential uses, rather than a separation of uses, that is consistent with the objectives of the Farmington City General Plan.

Flexibility in design and a mix of residential product types is allowed to encourage a diversity of uses that can respond to market forces while being consistent with a design that promotes a pedestrian oriented pattern of development.

We agree with this and are supportive of the City's land use plan and the associated OMU Zoning.

FARMINGTON CITY GENERAL LAND USE PLAN



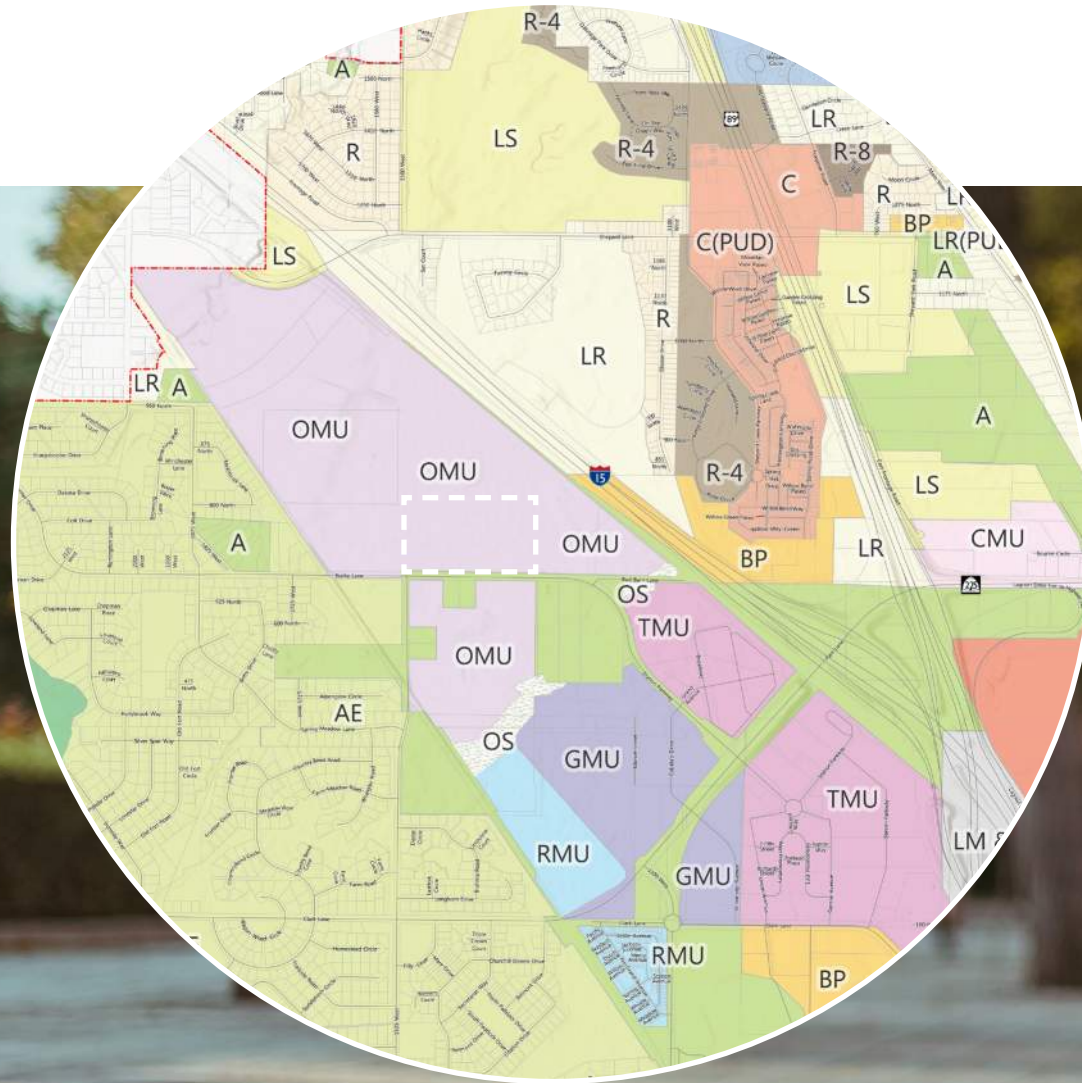
FARMINGTON CITY CURRENT ZONING MAP

The current zoning of the property is OMU for the entirety of the Canopy Square project.

This zoning allows for residential neighborhoods within the larger office mixed use district.

INCORPORATION OF EXISTING STRUCTURES:

The PMP area is essentially vacant and has been for a number of years.



DEVELOPMENT STANDARDS AT PMP EDGE:

The 20-acres PMP area extends from the future Commerce Drive on the West, future Maker Way on the east, the existing Burke Lane on the south and vacant land to the north. The uses proposed of this PMP are compatible with the proposed uses of the adjacent vacant properties.

NORTH EDGE The north boundary of the PMP area is defined by vacant land that will be residential/ mixed use in the future.

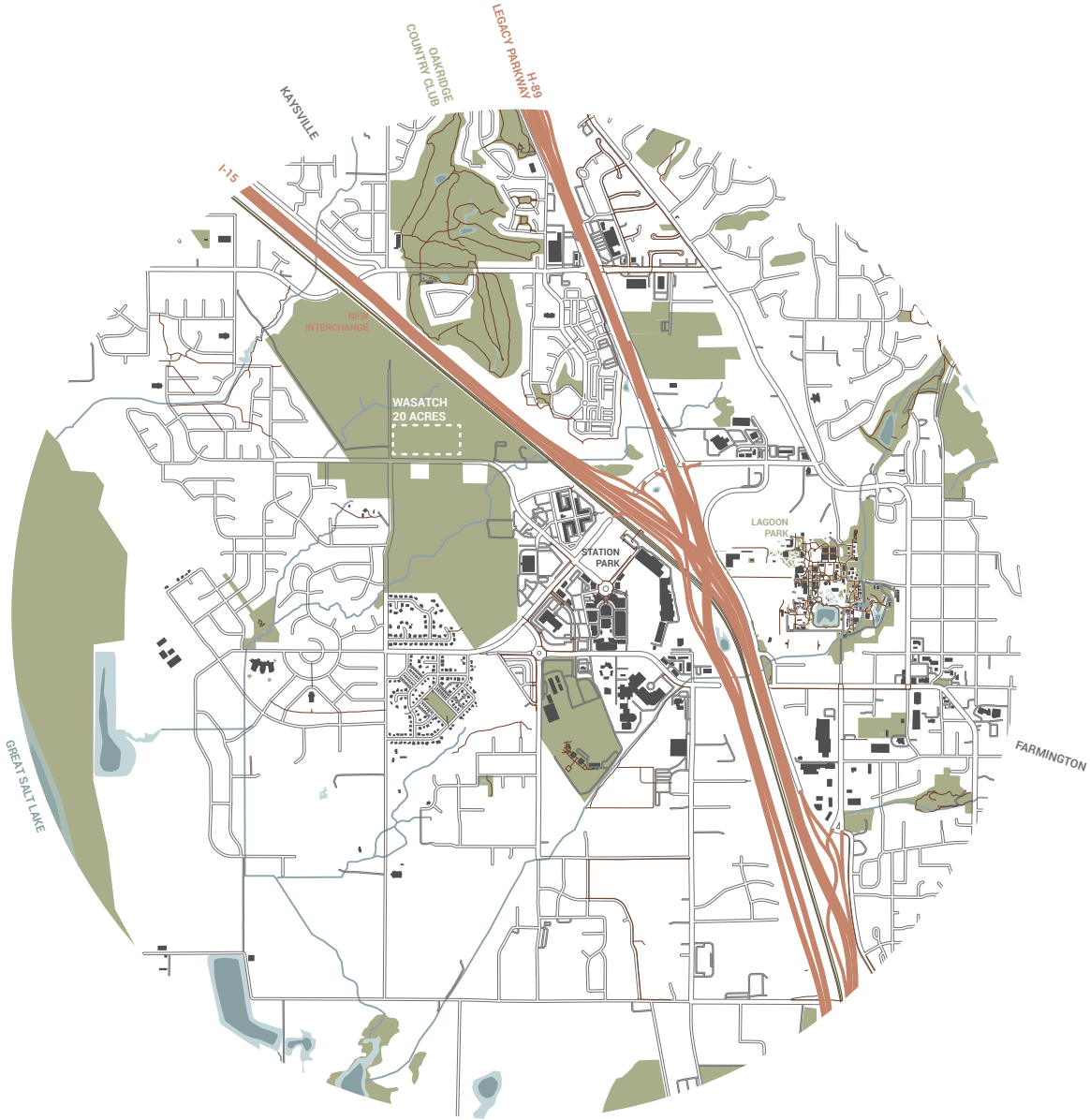
EAST EDGE The east boundary of the PMP is defined by Maker Way with Office directly east of that and the Red Barn Development.

SOUTH EDGE The south boundary of the PMP is defined by Burke Lane and future OMU zoning to the south of Burke Lane.

WEST EDGE The west boundary of the PMP is defined by the Commerce Drive and future OMU zoning west of Commerce Drive.



**CANOPY SQUARE
SITE CONTEXT**



OBJECTIVES:

The Goals of this PMP is to align with the Vision and Purpose of Farmington City General Plan, zoning ordinance and the North Farmington Station PMP. The Objectives of this PMP are as follows:

A. Create an exciting destination

- Provide high quality architecture
- Provide high end amenities
- Create a sense of arrival with entrance monuments and features

B. Create a neighborhood with a diverse housing plan

- Provide quality townhomes to attract families to the area
- Provide high end units for young professionals
- Provide high end stacked flat units

C. Create a neighborhood with an array of passive and active open space (with the following or similar amenities)

- Lawn area
- Pools
- BBQ areas and outdoor fire pits
- Courtyards and walkways
- A variety of tree and shrub species



D. Promote quality urban design

- Quality primary materials
- Strategic use of glazing
- Emphasize pedestrian entrances
- Use colors and materials that create a sense of place
- Enhance sides of buildings facing roads
- Flat buildings planes will not be allowed

E. Connect the 20 acre site to the larger North Farmington Station PMP

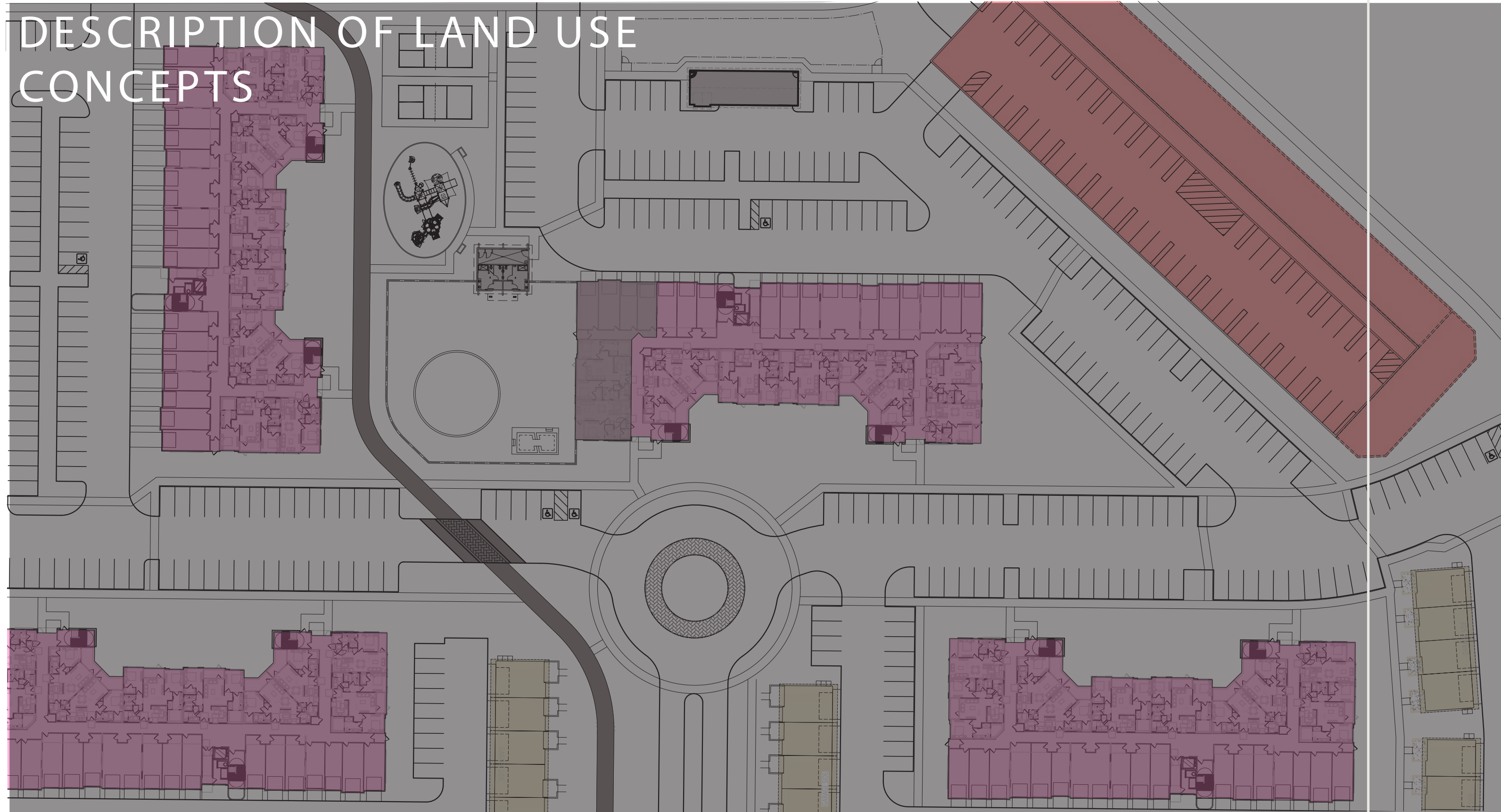
- Create a strong pedestrian connection to the Downtown Area along Spring Street
- Create pedestrian connections to future trail system

F. Promote Farmington City's heritage

- Use Sycamore trees to line residential streets
- Use Farmington rock material on entrance monuments and features where possible



DESCRIPTION OF LAND USE CONCEPTS



CANOPY SQUARE LAND USE AREAS



MULTIFAMILY
STACKED FLATS



MULTIFAMILY
TOWNHOME



MIXED USE
PODIUM



OPEN SPACE
PASSIVE



OPEN SPACE
ACTIVE

DESCRIPTION OF LAND USE CONCEPTS:

The land uses included in this PMP are as follows:

- Multifamily Stacked Flats
- Townhomes
- Mixed Use Podium
- Open Space Passive
- Open Space Active

PARKING STRATEGY:

The City’s Zoning Ordinance establishes the parking basis for Farmington City in Chapter 32. The minimum parking requirements for multifamily are 1.6 stalls per unit and .25 guest stalls per unit.

Parking provided within the 20-acres will include surface parking, driveway parking, garage parking and on street (off site) parking. It is important to have the right amount of parking for the uses within this PMP. Proper planning should preclude both not enough parking as well as too much parking.

The City’s Mixed-Use Ordinance Chapter 18 further defines the parking requirements for Transit Oriented Development, and minimizes the parking rate of Transit Oriented Development based on proximity to the Transit Station. With the inclusion of the proposed location of the Remote Transit Station onto the north of this site, the minimum parking rations may be reduced.

The Zoning Ordinance provided for reductions based on shared parking analysis that may be implemented in order to take advantage of complementary uses for further reduction. The fulfillment of this PMP will include a parking study and shared parking analysis if any further reduction to the required parking is to be implemented on a project specific basis. The actual parking that will be provided will be within these parameters as a minimum, with the caveat that the market and the needs of the particular user will drive the final number of stalls provided.



CONCEPT PLAN



TOWNHOME B (ROOF TOP DECK ON END UNITS ONLY)



STACKED FLAT

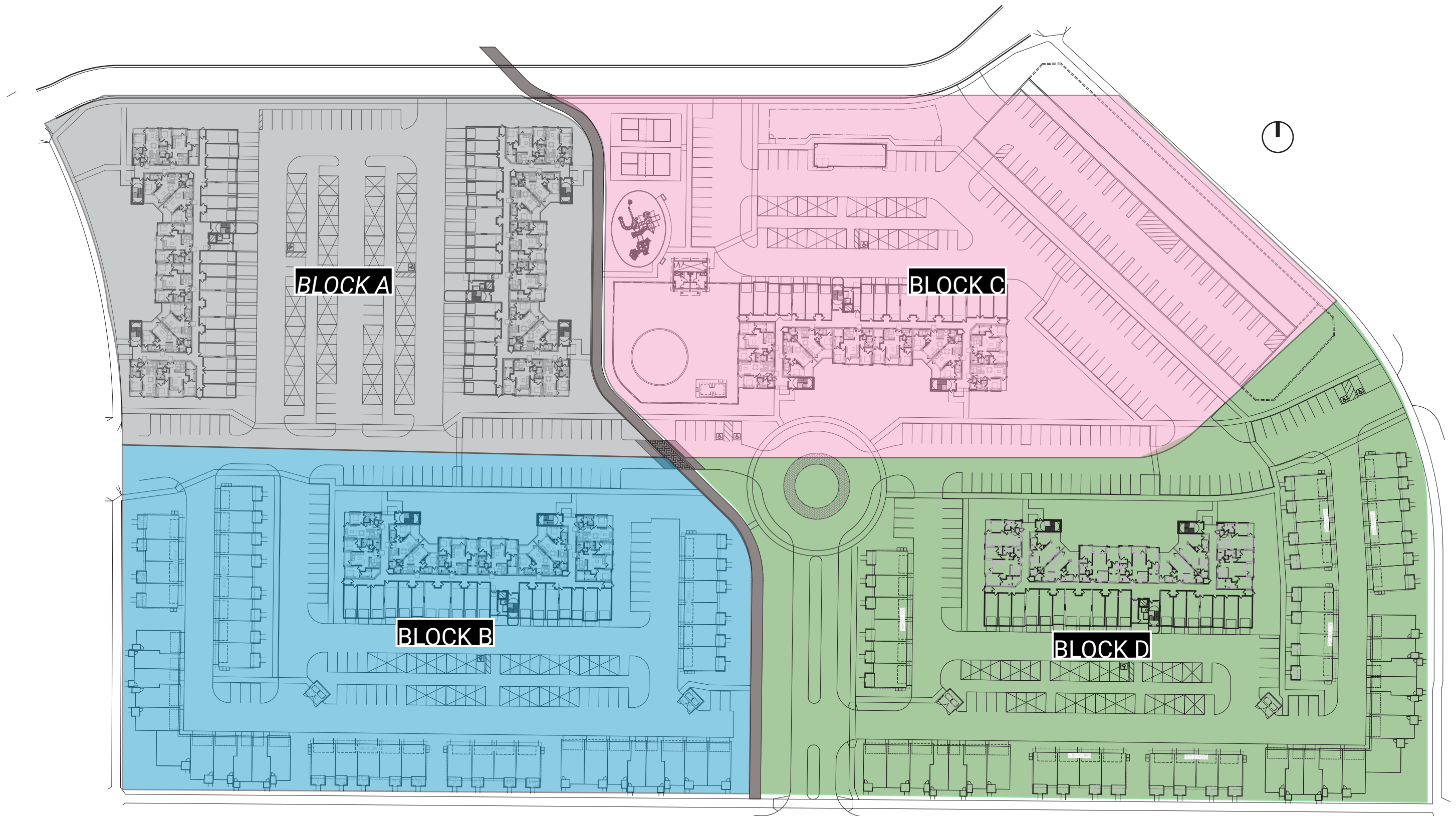


TOWNHOME A



CLUBHOUSE

RESIDENTIAL
CONCEPTUAL ARCHITECTURE



BLOCK EXHIBIT

BUILDING FOOTPRINT AREAS:

Stacked Flats (4): TOTAL: 82,635 (232 UNITS)	Mixed Use Podium (1): TOTAL: 21,000 SQ FT (85 UNITS)	Townhomes (TYPE A): TOTAL: 40,810 SQ FT (55 UNITS)	TOTAL BUILDING SF: 206,235 SQ FT TOTAL UNIT COUNT: 457 UNITS	LEGEND
Stacked Flats with Clubhouse (1): TOTAL: 16,985 SF (47 UNITS)	Leasing Office (1): TOTAL: 2,500 SQ F	Townhomes (TYPE B): TOTAL: 11,400 SQ FT (15 UNITS)		
Clubhouse (1): TOTAL: 3,674 SF	Commercial (1): TOTAL: 10,000 SQ FT	Townhomes (TYPE C): TOTAL: 17,231 SQ FT (23 UNITS)		
STACKED FLAT TOTAL: 103,294 SQ FT 279 UNITS	PODIUM TOTAL: 33,500 SQ FT 85 UNITS	TOWNHOME TOTAL: 69,441 SQ FT 93 UNITS		

MULTIFAMILY TOWNHOMES

MULTIFAMILY STACKED FLATS

CLUBHOUSE

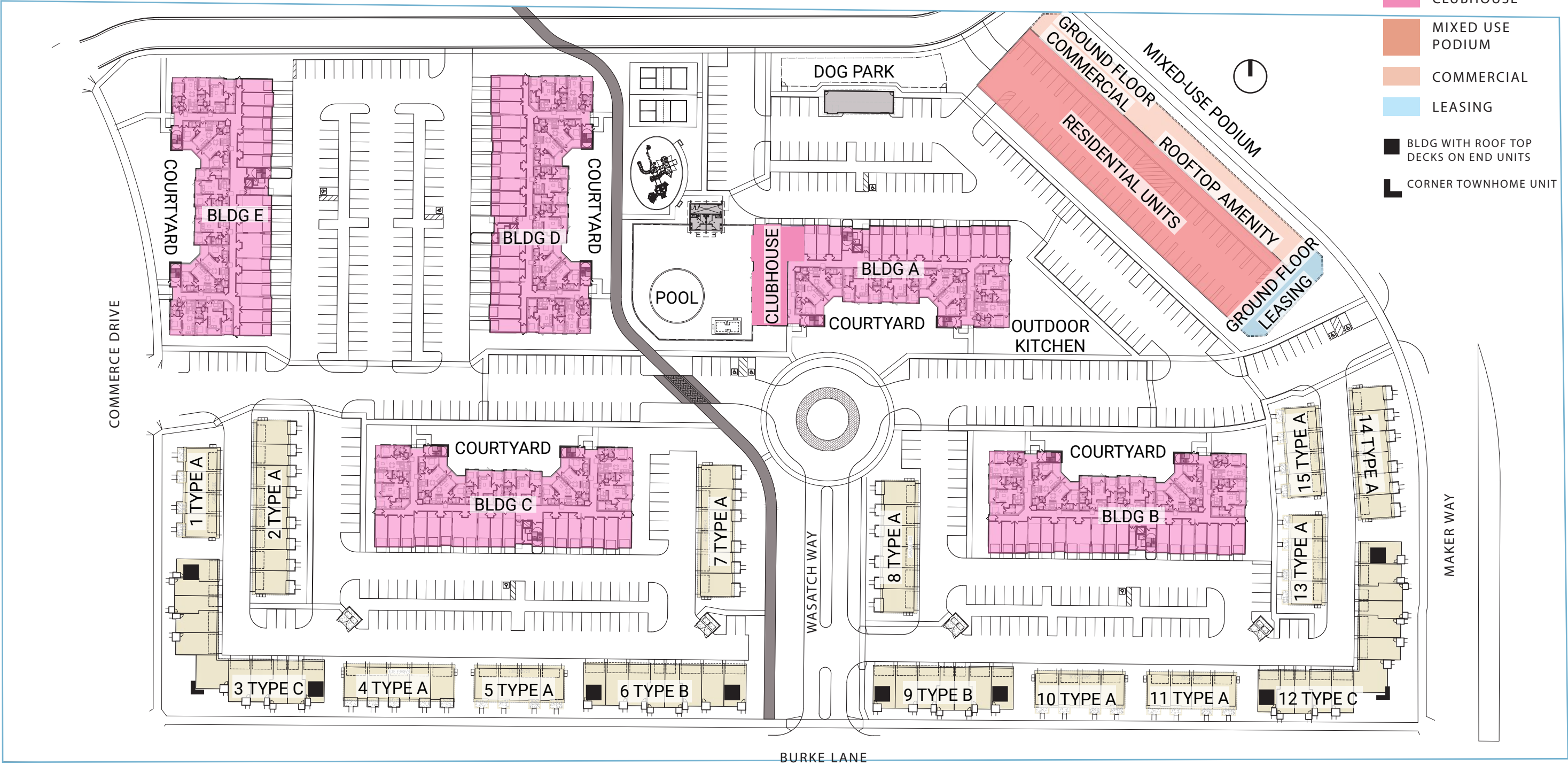
MIXED USE PODIUM

COMMERCIAL

LEASING

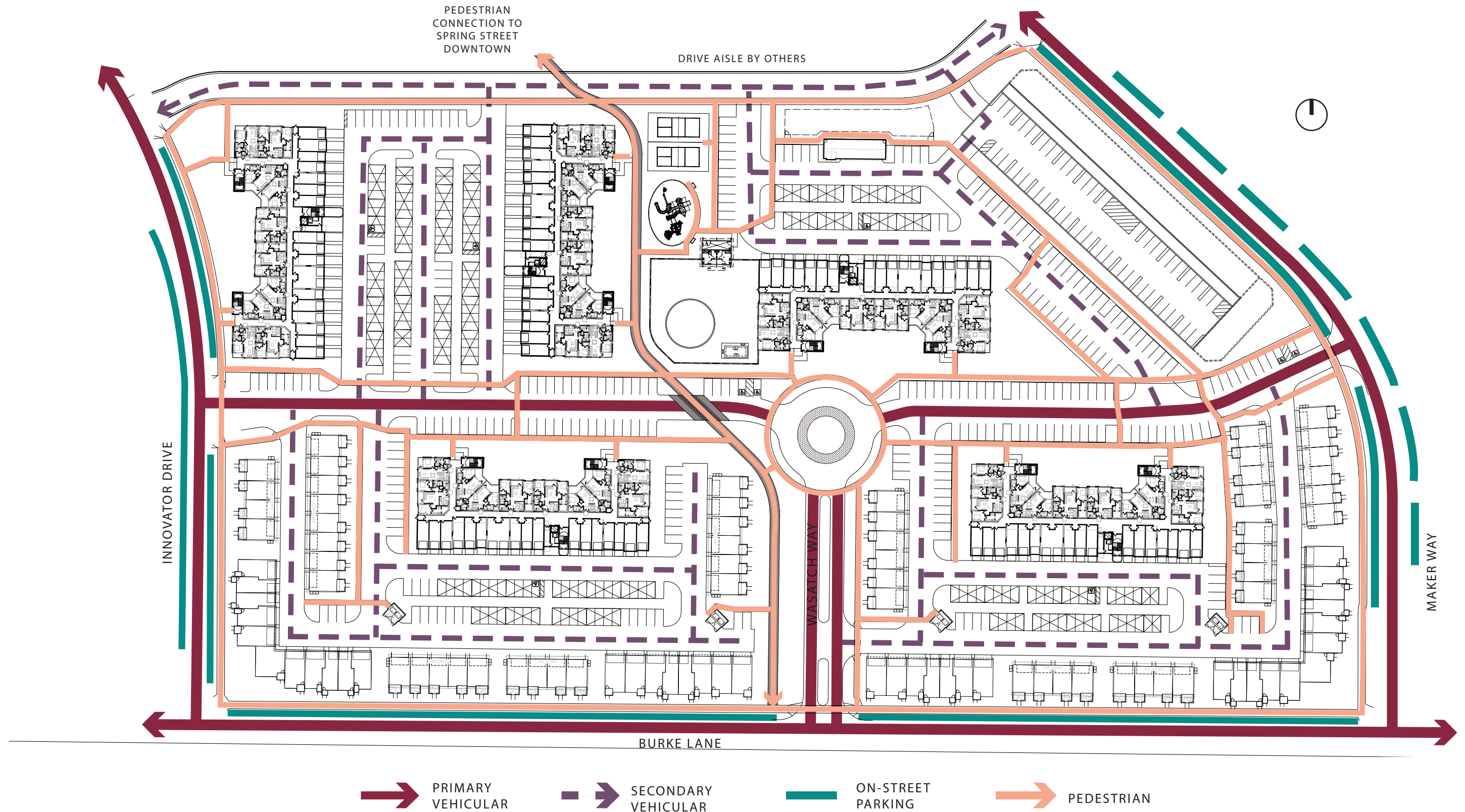
BLDG WITH ROOF TOP DECKS ON END UNITS

CORNER TOWNHOME UNIT





ACTIVE / PASSIVE OPEN SPACE

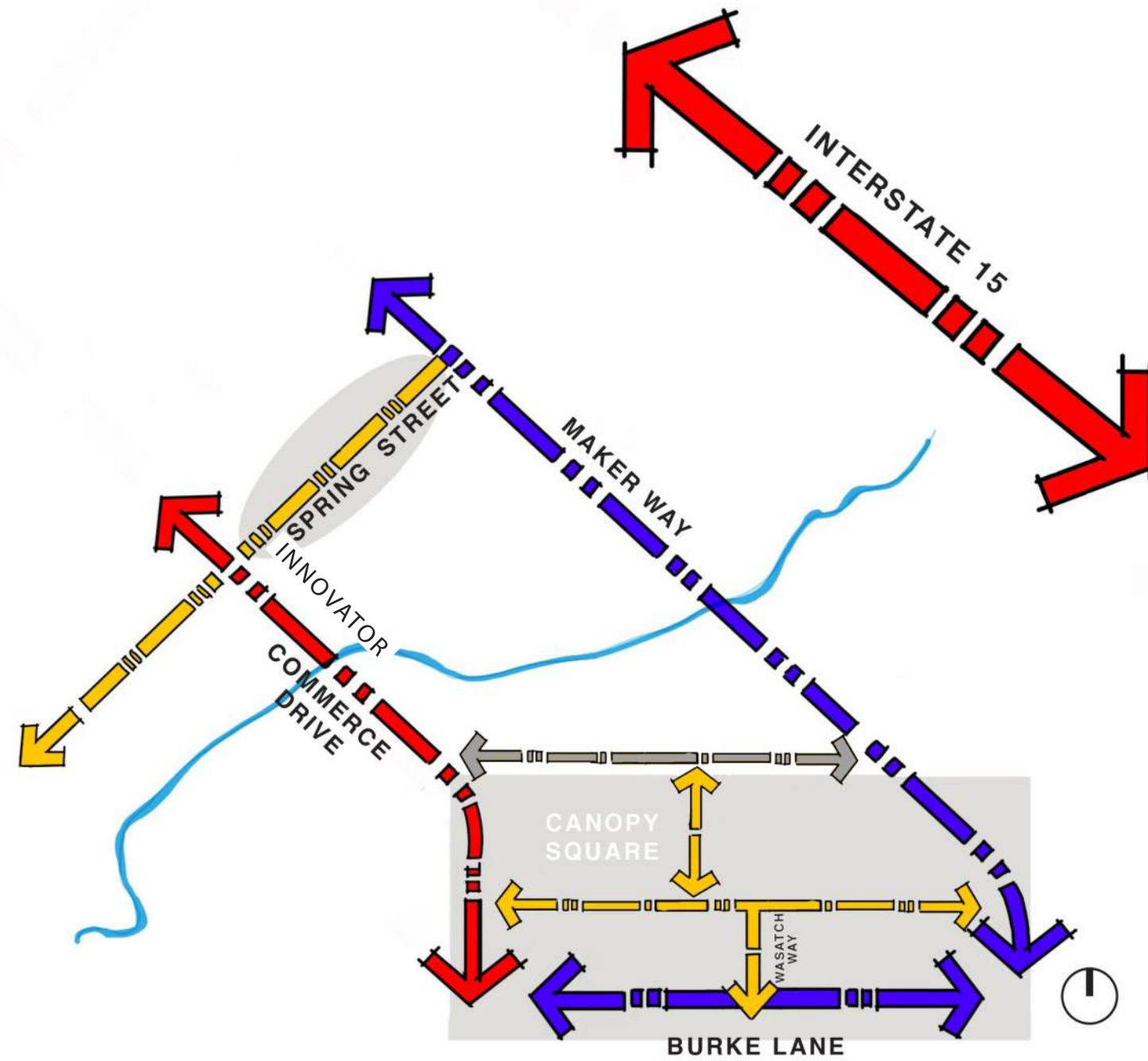


CIRCULATION

PRELIMINARY TRANSPORTATION ANALYSIS

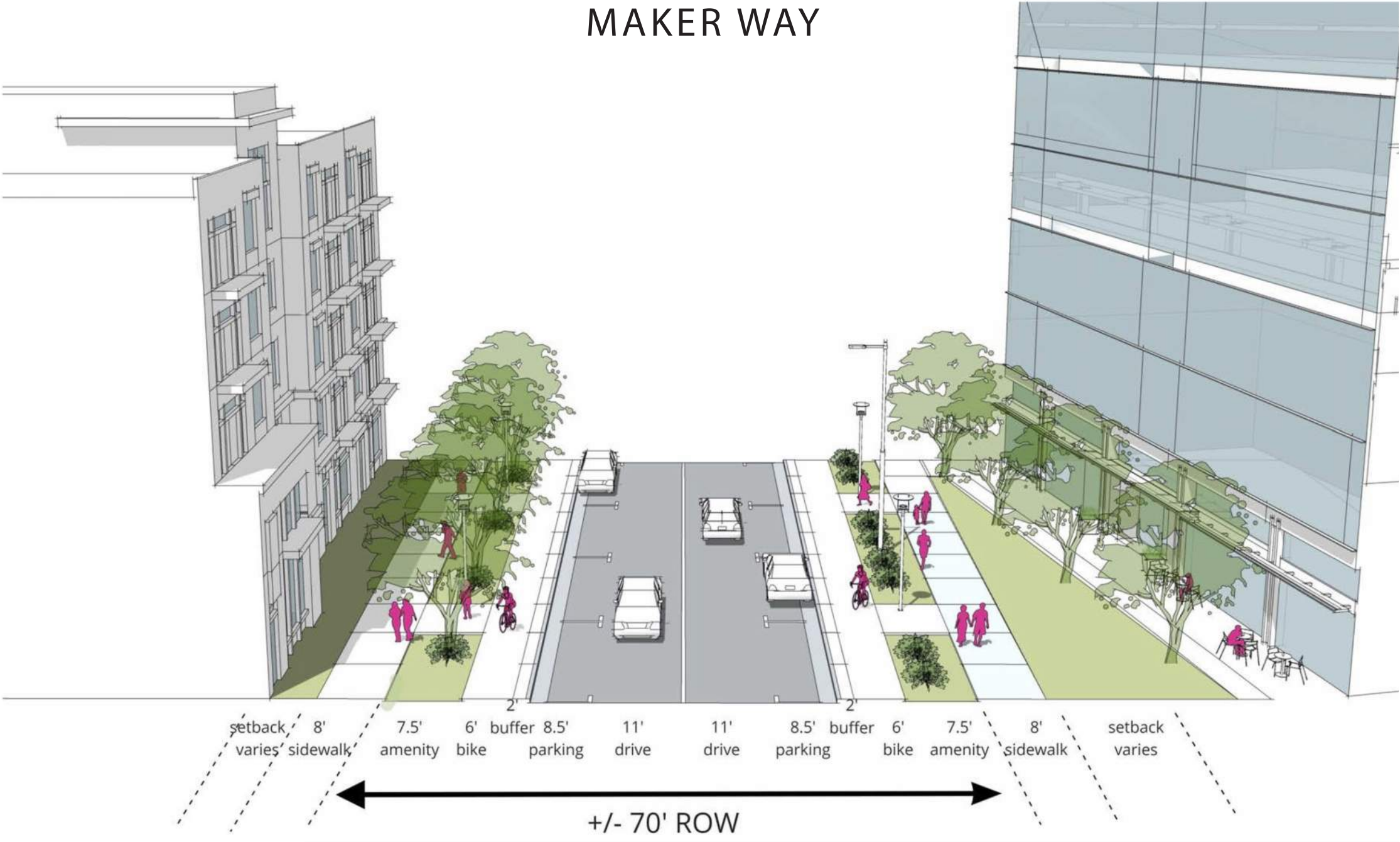
03

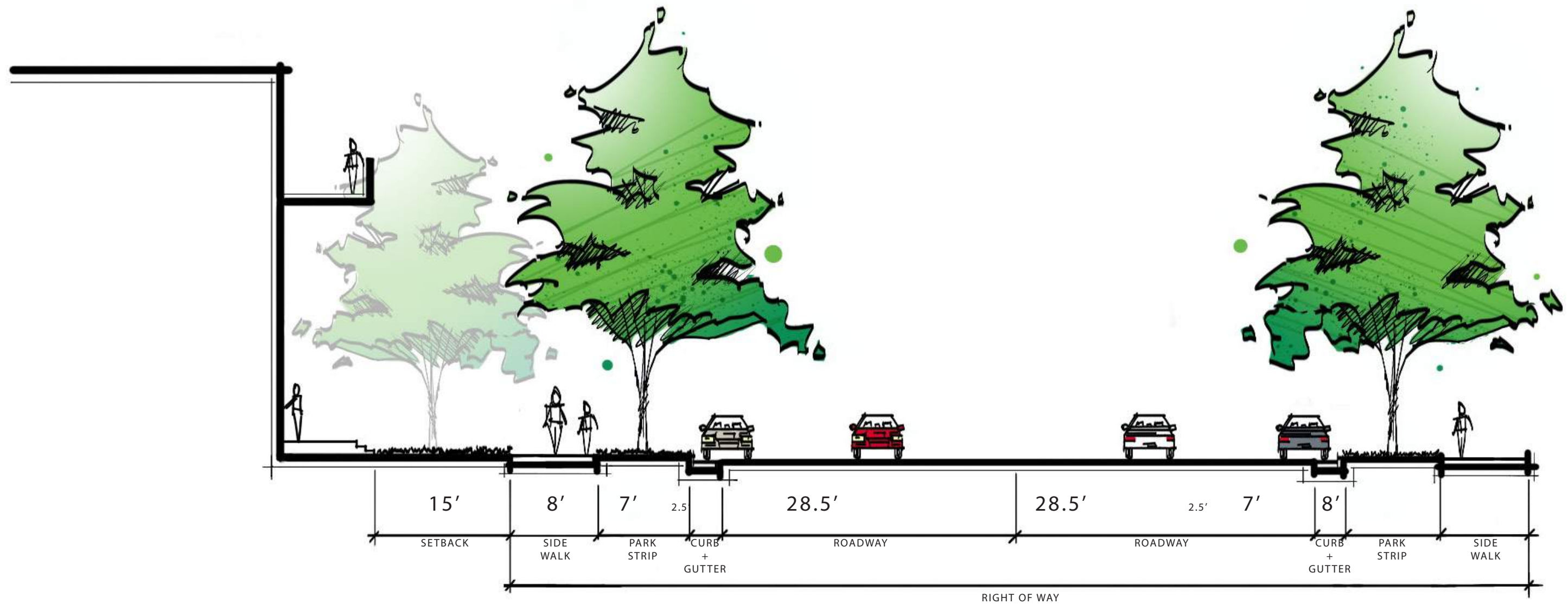




ROADWAY NETWORK

MAKER WAY





BURKE LANE

UTILITIES AND INFRASTRUCTURE

04

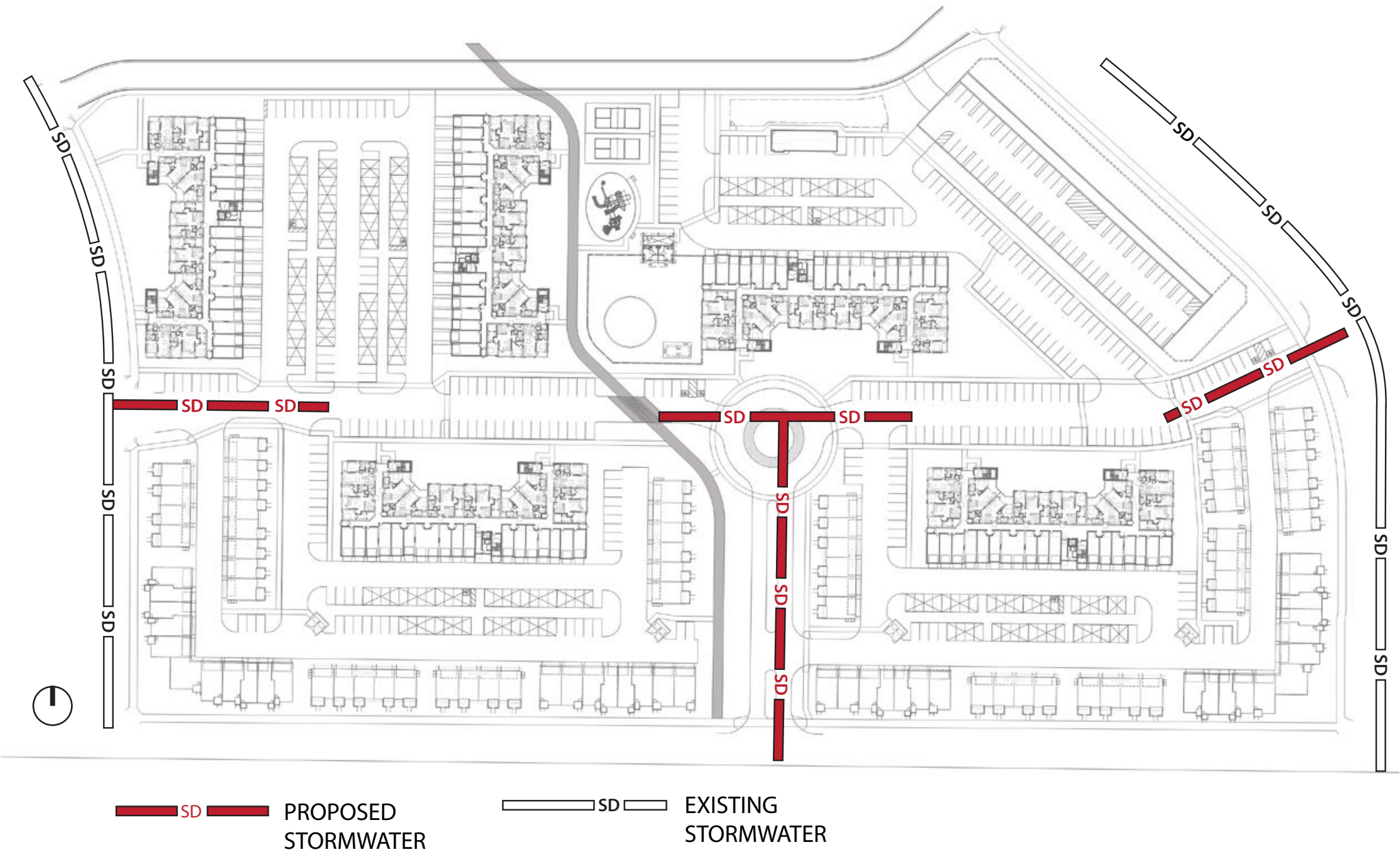


UTILITIES AND INFRASTRUCTURE:

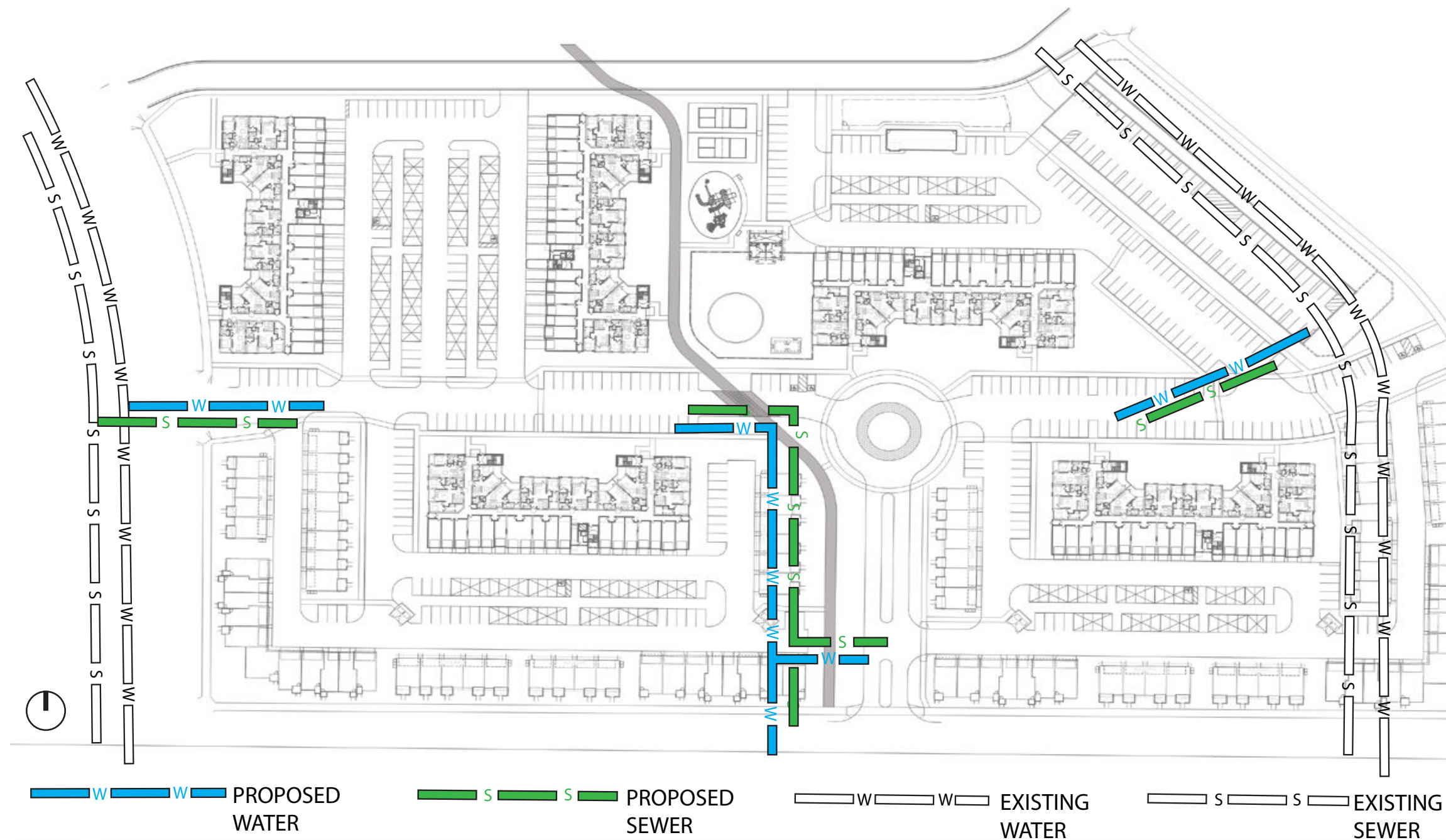
The following is a brief description of the existing and proposed infrastructure that will serve the Canopy Square development. Infrastructure will include: culinary water, secondary water, sanitary sewer, storm drain and utilities.

DRY UTILITIES: Dry utilities for the project are available in the area and are being coordinated with the various providers including Dominion Gas, Rocky Mountain Power, Utopia, Comcast and several others. Dominion Gas has a high-pressure line that exists in an easement along the rail/trail corridor. Other utilities are present to the south and will be extended to the project to provide service.

STORM WATER: Stormwater for the project will discharge directly into the city system and regional basin south of Burke Lane.



STORMWATER PLAN

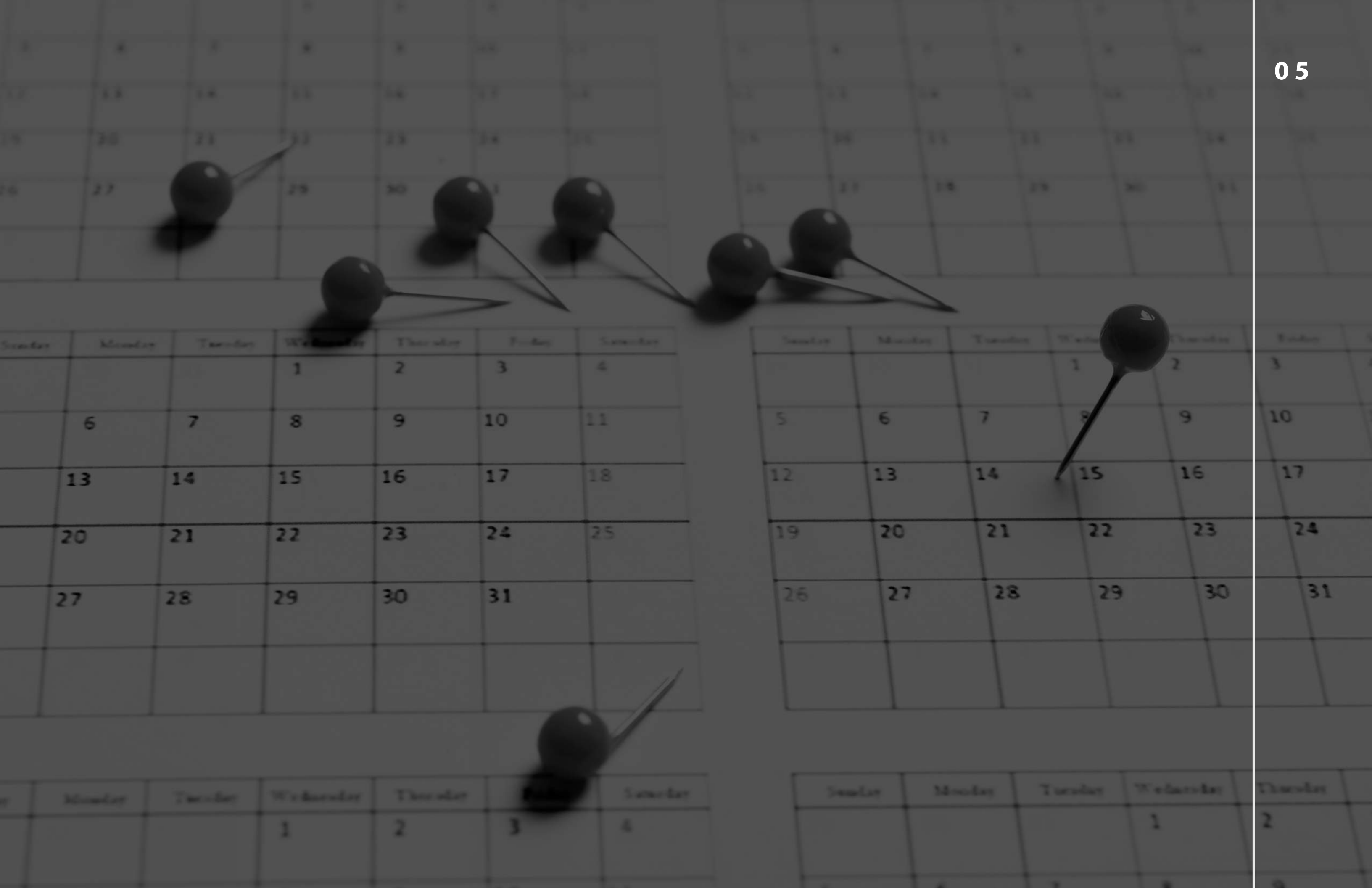


UTILITY PLAN

SANITARY SEWER: Sanitary sewer for the project will be provided by Central Davis Sewer District. The District currently has sewer lines located in both 1525 W and in Burke Lane. The existing line located in 1525 W is a 12-inch diameter PVC sewer that connects to the 30-inch line located in Burke Lane. Both of these lines are currently flowing at capacity and are restricted in accepting new sewer flows. The district plans to run a new collector line from the treatment facility to the edge of the rail/trail corridor at the new Shepard Lane ROW where it will terminate. It will be necessary to connect this new pipeline to the existing outfall at the North End of 1525 W in order to divert flows from the North part of Farmington City to the new collector to be constructed by Central Davis. Once the new connection is made and the outfall line is functional, capacity will be freed up in the existing sewer lines running through the project. The new development will route the bulk of the flow for the project down to the existing 30-inch line in Burke Lane.

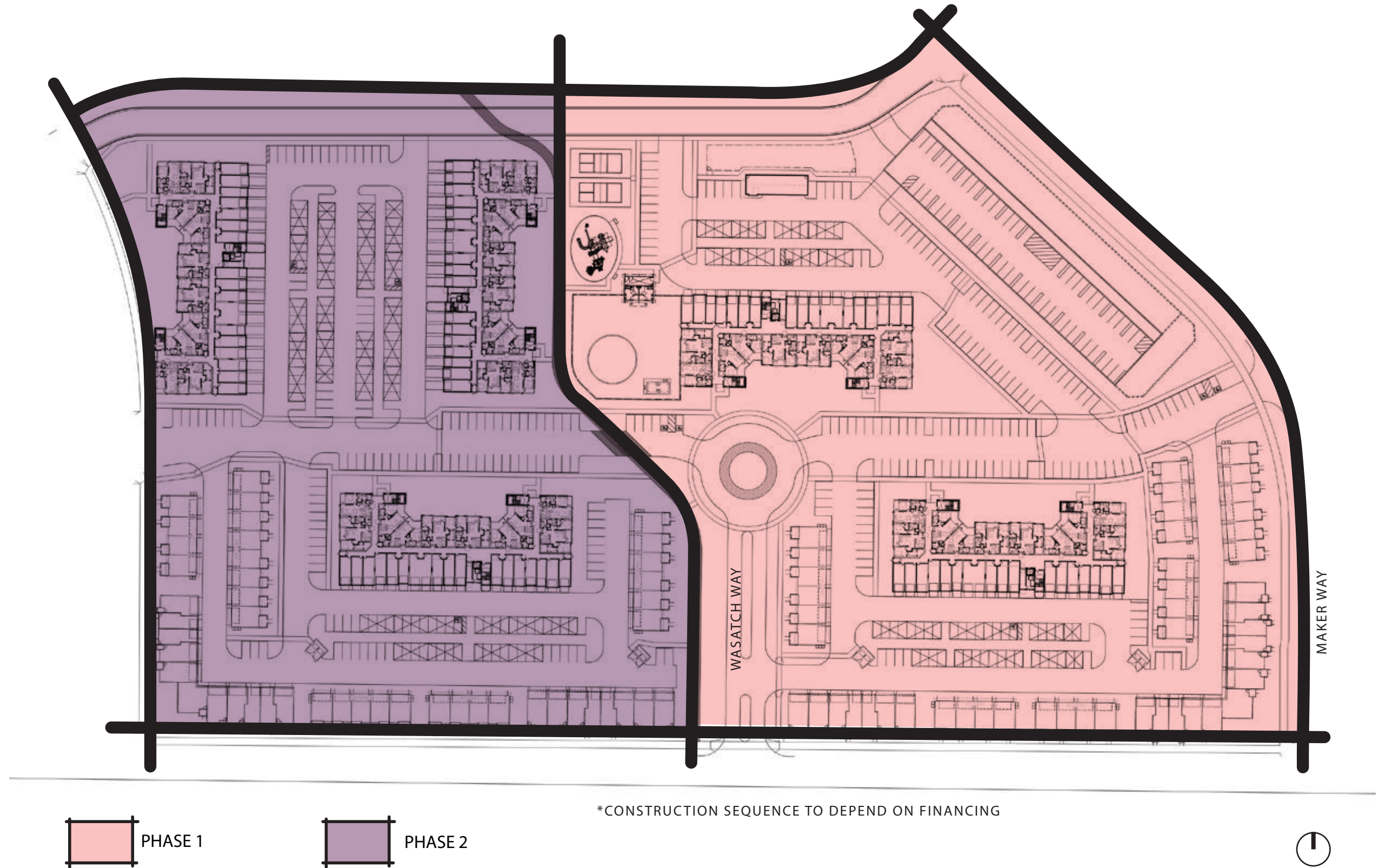
CULINARY WATER: Culinary water lines exist in both 1525 W St and Burke Lane and are controlled by Farmington City. The project will connect to both of these existing water lines and provide a new culinary water loop throughout the development to provide fire flow and domestic service to the proposed development (see overall utility map for water system map). The existing pipelines for this city are both 10 and 12 inch in diameter and should be ample to supply the proposed development for fire flow and for domestic service. A looped water system will be installed to provide redundancy for the development.

SECONDARY WATER: Irrigation water for the project will be provided by the Weber Basin Water Conservancy District through their existing line located on the East side of the property running from the South to the edge of the existing Creek. All parcels within a development will be required to use Weber Basin water for their irrigation needs. The development will connect to the existing Weber Basin line and provide a loop system throughout to provide the irrigation needs for the development.



CANOPY SQUARE SEQUENCE AND TIMING





CONSTRUCTION SEQUENCE EXHIBIT



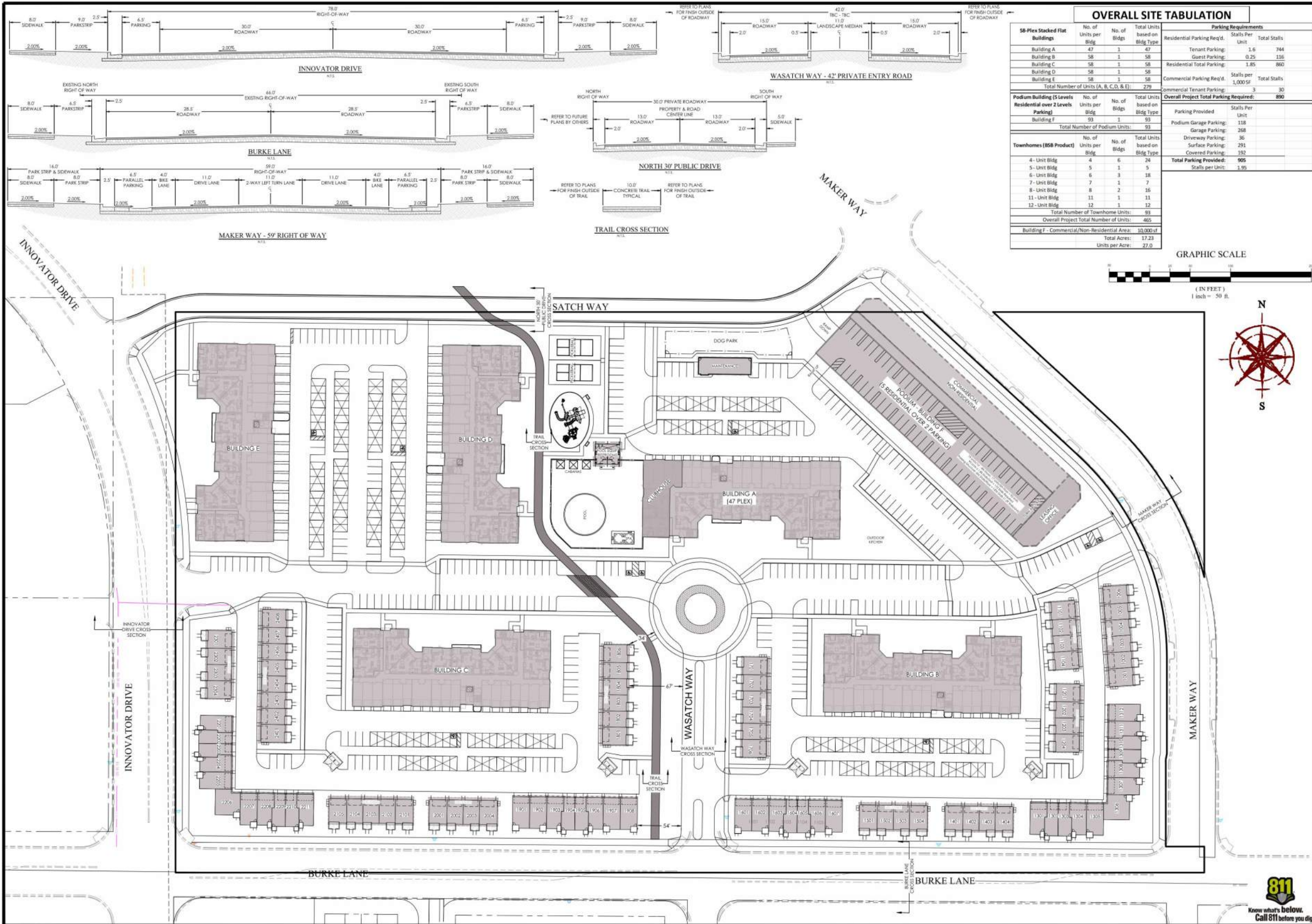
Alternative Approval Process; Development Agreements (Section 11-18-140) Petition

The Farmington City Zoning Ordinance makes provision for an Alternative Approval Process; Development Agreements (Section 11-18-140). This makes provision for refinements to Chapter 18 of the Zoning Ordinance in conjunction with a Development Agreement as outlined by Section 11-18-140:

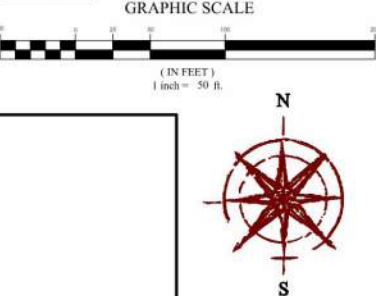
“Consideration and Approval Of Development Agreement: The development agreement shall be considered at the same time as the PMP and following the same approval process described in section 11-18-080 of this chapter. The criteria for review of a PMP and development agreement application by the Planning Commission and City Council shall consist of the following criteria in lieu of the criteria set forth in subsection 11-18-080 of this chapter:

1. Consistency with the Farmington City General Plan;
2. Compliance with applicable City codes, rules, regulations and standards applicable to the proposed PMP, except that uses and development standards specifically included in the development agreement may be different from those contained in the Farmington City ordinances;
3. Consistency with any development standards determined by the City to be applicable to all development within the TOD Mixed Use Districts;
4. Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD Mixed Use Districts and be consistent with the objectives of section 11-18-050, “Uses”, of this chapter; and
5. Establishment of circulation and transportation features sufficient to meet the requirements of section 11-18-040, “Regulating Plan”, of this chapter, to coordinate with anticipated off site circulation and transportation features and to further any applicable community wide transportation objectives.”





OVERALL SITE TABULATION			
58-Flex Stacked Flat Buildings		No. of Units per Bldg	No. of Bldgs
Building A	47	1	47
Building B	58	1	58
Building C	58	1	58
Building D	58	1	58
Building E	58	1	58
Total Number of Units (A, B, C, D, & E):		279	
Podium Building (5 Levels Residential over 2 Levels Parking)		No. of Units per Bldg	No. of Bldgs
Building F	93	1	93
Total Number of Podium Units:		93	
Townhomes (BSB Product)		No. of Units per Bldg	No. of Bldgs
4-Unit Bldg	4	6	24
5-Unit Bldg	5	1	5
6-Unit Bldg	6	3	18
7-Unit Bldg	7	1	7
8-Unit Bldg	8	2	16
11-Unit Bldg	11	1	11
12-Unit Bldg	12	1	12
Total Number of Townhome Units:		93	
Overall Project Total Number of Units:		465	
Building F - Commercial/Non-Residential Area:		10,000 sq ft	
Total Acres:		17.23	
Units per Acre:		27.0	
Parking Requirements			
Residential Parking Req'd.		Stalls Per Unit	Total Stalls
Tenant Parking:	1.6	744	
Guest Parking:	0.25	116	
Residential Total Parking:	1.85	860	
Commercial Parking Req'd.		Stalls per 1,000 sq ft	Total Stalls
Commercial Tenant Parking:	3	30	
Overall Project Total Parking Required:		890	
Parking Provided		Stalls Per Unit	
Podium Garage Parking:	118		
Garage Parking:	268		
Driveway Parking:	36		
Surface Parking:	291		
Covered Parking:	192		
Total Parking Provided:		905	
Stalls per Unit:		1.95	



FOCUS
ENGINEERING AND SURVEYING, LLC
6903 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047
(801) 332-0075
www.focusnh.com

CANOPY SQUARE APTS.
FARMINGTON CITY, UTAH
SITE PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

SITE PLAN

Scale: 1"=50'
Date: 4/11/2025
Sheet: C3

Drawn: EKW
Job #: 20-0540

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CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Amendments to Chapters 10 and 11 to allow for the preservation of historic resources related to additional lot alternatives

PRESENTED BY: David Peterson

DEPARTMENT: Community Development, Director

MEETING DATE: June 17, 2025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: David Petersen – Community Development Director
Date: 6/17/2025
Subject: Amendments to Chapters 10 and 11 to allow for the preservation of historic resources related to additional lot alternatives. (ZT-10-25)

RECOMMENDED MOTION

Move that the City Council approve the enclosed enabling ordinance amending Chapters 10 and 11, subject to all applicable Farmington City development standards and codes.

Findings:

1. The text amendments further implementation of, and is consistent with, an underlying goal of the general plan; that is, "Preserving [the City's] historic heritage".
2. The changes mirror language in a recently adopted Section 11-17-045 of the Original Townsite Residential (OTR) chapter of the Zoning Ordinance, which provides incentives for preserving an historic resource.
3. Historic resources are not limited to the OTR zone (i.e. central Farmington), but exist in other parts of the City as well (see attached historic buildings map).

BACKGROUND INFORMATION

On June 5, 2025, staff presented two options to the Planning Commission: 1) the above motion recommend by the Commission, and 2) the following alternative:

Alternative (not recommended by the Planning Commission)

Move that the Planning Commission recommend the City Council not approve the following zone text amendments to Sections 11-10-040 and 11-11-050 of Chapters 11-10 and 11-11 and of the Zoning Ordinance titled "Agriculture Zones" and "Single-Family Residential Zones".

Finding:

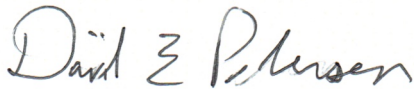
Proportionately many more historic resources exist in the OTR zone than other areas of the City, and the existing "or some other benefit" language in Chapters 10 and 11 allows the City to use its discretion to approve an historic resource preservation incentive elsewhere in the community if necessary.

Needless to say, the City Council has the discretion to not adopt the enabling ordinance in the suggested motion, but approve said alternative (see above) not recommended by the Commission.

Supplemental Information

1. Enabling Ordinance (see attached);
2. Utah Historic Buildings map prepared by the Utah State Historic Preservation Office (SHPO), June 2025.

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 AMENDMENDING SECTIONS 11-10-040 B. AND 11-11-050 B. OF THE ZONING ORDINANCE REGARDING REQUIREMENTS RELATED TO ADDITIONAL LOT ALTERNATIVES. (ZT-10-25)

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 11-10-040 B. and 11-11-050 B. of the Farmington City Zoning Ordinance are hereby amended to read in their entirety as follows:

11-10-040: LOT AREA, WIDTH, AND SETBACK STANDARDS:

B. Additional Lot Alternatives And Standards:

1. Alternatives:

- a. Open Space: As an incentive for a subdivider to provide open space, the City, at its discretion, may approve a transfer of development right (TDR) or conservation subdivision as follows:
 - (1) Additional lots are those the City approves in exchange for a TDR as set forth in section [11-28-240](#) of this title; or in exchange for which the City obtains improved or unimproved land in fee title, or easement, for public purposes, such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process. Any applicant seeking additional lots under this section must provide a subdivision yield plan as defined in [Chapter 2](#) of this title consistent with the underlying zone and the conventional subdivision standards within that zone to establish the base number of lots allowed prior to a request for additional lots, and the yield plan must also conform to subsections [11-12-070A](#) and B of this title.
 - (2) Additional lots under this section may also be available for subdivisions consisting of five (5) acres or more, or for subdivisions located in the Conservation Subdivision Overlay Zone as set forth in Chapter 12 of the title "Conservation Subdivision (CS) Overlay Zone And Development Standards"; or

- b. Moderate Income Housing: The City may approve a smaller lot size as set forth in the following table which will result in additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide moderate income housing.

Zone	Lot Area
AA	5 acres
A	1 acre
AE	½ acre

- (1) 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:
- (a) A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title;
 - (b) Preserve an existing on-site historic resource (standards for historic resources are set forth in Chapter 11-39 of this Title); or
 - (c) Some other public benefit; or
 - (d) A combination of (a), ~~and~~ (b), and/or (c) above.

2. Alternate Standards:

- a. Following the subdivision yield plan defined in Chapter [11-2](#) and using the minimum standards of subsection A to establish a maximum number of lots, a subdivider may alter the lot area, width, setback, and other dimensional requirements of lots within a subdivision using standards set forth in subsection [11-12-070C](#).
- b. Lot area, width, setback, and other dimensional requirements for additional lots may meet such standards set forth in Chapter [12](#) of this title, but the number of lots in the subdivision cannot exceed the total number of lots resulting from the respective yield plan identified in section [11-12-070](#).

11-11-050: LOT AREA, WIDTH AND SETBACK STANDARDS:

B. Additional Lot Alternatives And Standards:

1. Alternatives:

- a. Open Space: As an incentive for a subdivider to provide open space, the City, at its discretion, may approve a transfer of development right (TDR) or conservation subdivision as follows:
 - (1) Additional lots are those the city approves in exchange for a TDR as set forth in section [11-28-240](#) of this title; or in exchange for which the City obtains improved or unimproved land in fee title, or easement, for public purposes, such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process. Any applicant seeking additional lots under this section must provide a subdivision yield plan as defined in Chapter 2 of this title consistent with the underlying zone and the conventional subdivision standards within that zone to establish the base number of lots allowed prior to a request for additional lots, and the yield plan must also conform to subsections [11-12-070A](#). and B. of this title.
 - (2) Additional lots under this section may also be available for subdivisions consisting of ten (10) acres or more, or for subdivisions located in the conservation subdivision overlay zone as set forth in Chapter 12 of the Title "Conservation Subdivision (CS) Overlay Zone And Development Standards"; or
- b. Moderate Income Housing: The City may approve a smaller lot size as set forth in the following table which will result in additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide moderate income housing.

Zone	Lot Area
R	8,000
LR	10,000
S	15,000
LS	20,000

- (1) 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:
 - (a) A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title;
 - (b) **Preserve an existing on-site historic resource (standards for historic resources are set forth in Chapter 11-39 of this Title); or**
 - (c) Some other public benefit; or
 - (d) A combination of (a), ~~and~~ (b), and/or (c) above.

2. Alternate Standards:

- a. Following the subdivision yield plan defined in Chapter [11-2](#) and using the minimum standards of subsection [11-11-050A](#) to establish a maximum number of lots, a subdivider may alter the lot area, width, setback, and other dimensional requirements of lots within a subdivision using standards set forth in subsection [11-12-070C](#).
- b. Lot area, width, setback, and other dimensional requirements for additional lots may meet such standards set forth in [Chapter 12](#) of this title, but the number of lots in the subdivision cannot exceed the total number of lots resulting from the respective yield plan identified in section [11-12-070](#).

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 17th day of June, 2025.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

CITY COUNCIL AGENDA



SUMMARY ACTION

1. Main Street (Park Lane - Shepard Lane) Davis County Interlocal Agreement
2. Main Street (Park Ln. - Shepard Ln.) Local Government Contract with AECOM
3. Lyon Meadows PUD Overlay Enabling ordinance
4. Resolution appointing Eve Smith to serve as an Alternate Member of the Planning Commission
5. Monthly Financial Report
6. Approval of Minutes for 06-03-25

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Chad Boshell, Assistant City Manager
Date: June 17, 2025
Subject: **Main Street (Park Ln. - Shepard Ln.) Davis County Interlocal Agreement**

RECOMMENDATION(S)

Approve by adopting the resolution the interlocal cooperation transportation project reimbursement agreement with Davis County for the Main Street Widening Project.

BACKGROUND

On February 4th the City Council approved the interlocal cooperation transportation project reimbursement agreement for the Main Street improvement project and then approved it by resolution on February 18th. As good stewards of public money the Wasatch Front Regional Council recognized an opportunity to prevent a neighboring City from having to use federal funds for a local project (which greatly increases cost) by asking Davis County to lower the amount they allocated to Farmington by \$438,838 and awarding it to West Bountiful. That same amount will be added to our project with federal money. The total amount Farmington has for our project stays the same. Since our project is already federalized this reallocation does not have any impact to the project.

Below is an updated breakdown in funding sources:

- \$8,344,429 – Federal money through the WFRC
- \$1,000,000 – Federal TAP money through UDOT
- \$3,061,162 – County funds
- \$562,616 – UDOT funds for asphalt overlay.
- \$574,073 – Farmington City federal matching funds

This agreement describes the respective roles and responsibilities of Davis County and Farmington in administering and reimbursing the funds and reflects the change in reimbursable expenses. Staff recommends approving the interlocal agreement with Davis County and the resolution.

SUPPLEMENTAL INFORMATION

1. Resolution
2. Amendment to the Interlocal Agreement
3. Previous agreement and resolution

Respectfully submitted,



Chad Boshell, P.E.
Assistant City Manager

Review and concur,



Brigham Mellor
City Manager

Approved as to Form,



Paul H. Roberts
City Attorney

RESOLUTION NO: 2025-__

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

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

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

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

WHEREAS, the attached amendment to the Interlocal Agreement reduces the contribution to \$3,061,162 and outlines the governance of reimbursement of funds for approved expenses associated with the SR 106 project; and

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 17TH DAY OF JUNE 2025.

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

AMENDMENT NO. 1 TO INTERLOCAL COOPERATION
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT

This Amendment No. 1 to Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Amendment”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (“County”), and Farmington City, a municipal corporation, body politic, and political subdivision of the State of Utah (“City”). The County and the City may be referred to collectively as the “Parties” in this Amendment.

WHEREAS, the Parties previously entered into an Interlocal Cooperation Transportation Project Reimbursement Agreement, dated March 11, 2025 by the County, and identified in the County’s records as Resolution #2025-0002 (the “Agreement”).

WHEREAS, the Parties, through this Amendment, desire to amend the Agreement as set forth below.

The Parties therefore agree as follows:

1. Section 3 of the Agreement is omitted and replaced with the following:
 - 3. The County’s Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project, not to exceed \$3,061,162.00, only upon all of the following being timely and completely satisfied by the City:
 - 3.1. The City commences the full scope of the Project in a manner consistent with the Application on or before June 30, 2027;
 - 3.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project; and
 - 3.3. The City enters into a Development Payback Agreement for the portions of right-of-way that are currently undeveloped and reimburses Davis County proportionately if development payback fees are collected.
2. The effective date of this Amendment will be the date that this Amendment is signed by both Parties.
3. Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

[Signature Page Follows]

The Parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY By: _____ Lorene Minor Kamalu, Chair Board of Davis County Commissioners Date: _____ ATTEST: _____ Brian McKenzie Davis County Clerk Date: _____ Reviewed as to Proper Form and Compliance with Applicable Law: _____ Authorized Attorney for Davis County	FARMINGTON CITY By: _____ Printed Name: _____ Title: _____ Date: _____ ATTEST: _____ Printed Name: _____ Title: _____ Date: _____ Reviewed as to Proper Form and Compliance with Applicable Law: _____ Authorized Attorney for Farmington City
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Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Resolution
Department: COMMUNITY & ECONOMIC DEVELOPMENT - PLANNING
Presenter: Kent Andersen, Director
Agenda Item: Approval of a Resolution for Interlocal Agreement with Farmington City for 3rd Quarter Local Transportation Funds

Financial Information:

- Type: Payable
- Amount: \$3,500,000.00

Terms:

- Beginning Date: 03/11/2025
- Ending Date: 03/11/2027

Additional Financial Terms:

- GL Account Number: 2815445-540274
- Davis County Match: N/A
- Additional Financial Information: Recommended for funding by Davis Council of Governments in October 2024, and approved by the Commission in December 2024. Funding sourced from "3rd Quarter" local transportation sales tax revenues.

Attachments:

1. Resolution Packet - Interlocal Agreement Farmington 3rd Qtr Grant

RES 2025-2

Submitted by: David Mitchell, Transportation Planner

RESOLUTION 2025- 2

**A RESOLUTION OF DAVIS COUNTY, UTAH, APPROVING AN INTERLOCAL COOPERATION
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT**

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

WHEREAS, Farmington City (the "City") submitted a Davis County 3rd Quarter Funding Application (the "Application") to the County, on or about July 12, 2024, seeking a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the SR-106 (Main Street) Improvement Project (the "Project"); and

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

WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Interlocal Cooperation Transportation Project Reimbursement Agreement (the "Agreement") attached to this resolution as Exhibit 1, the Application attached to this resolution as Attachment 1, and the Project Cost Estimate (the "Cost Estimate") attached to this resolution as Attachment 2;

WHEREAS, the City adopted and executed *Resolution No: 2025-09 A Resolution Approving an Interlocal Agreement Between Davis County and Farmington City to Transportation Project Reimbursements* (the "City Resolution") in connection with the Agreement, which is attached to this resolution as Exhibit 2; and

WHEREAS, the City and the County are authorized, pursuant to the Interlocal Cooperation Act codified at Title 11, Chapter 13, Utah Code Annotated (1953), as amended, to enter into the Agreement; and

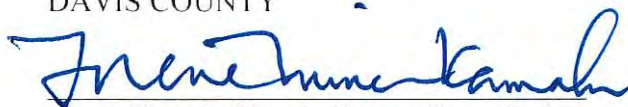
WHEREAS, it is deemed to be in the best interest of the citizens of Davis County to adopt and approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the legislative body of Davis County, Utah, as follows:

1. The Agreement is approved by the legislative body of Davis County, Utah; and
2. The effective date of the Agreement shall be on the soonest date that all of the provisions of the Act have been satisfied in order to trigger the effective date of the Agreement; and
3. This Resolution shall become effective immediately upon its adoption.

This Resolution was duly PASSED, ADOPTED, and/or APPROVED this 11 day of March, 2025, with Commissioners Lorene Miner Kamalu ayc, John Crofts ayc, and Bob J Stevenson ayc, all voting as documented herein.

DAVIS COUNTY


Chair, Board of Davis County Commissioners

ATTEST:


Davis County Clerk

Exhibit 1

Interlocal Cooperation Transportation
Project Reimbursement Agreement – Pages 1-7

INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

The Parties therefore agree as follows:

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

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

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

<u>To the City:</u>	<u>To the County:</u>	<u>With a Copy to:</u>
Farmington City Attention: Chad Boshell 160 South Main Street Farmington, UT 84025	Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025

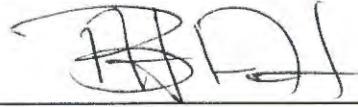
- 10. Damages.** The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.
- 11. Governmental Immunity.** The Parties recognize and acknowledge that each Party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

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

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

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

FARMINGTON CITY



Mayor

Dated: 2-4-25

ATTEST:



Farmington City Recorder

Dated: 2-4-25

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:



Farmington City Attorney

Dated: 5 Feb 2025



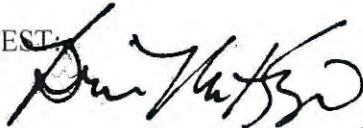
DAVIS COUNTY



Chair, Davis County Board of Commissioners

Dated: 3/11/25

ATTEST:



Davis County Clerk

Dated: 3/11/25

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:



Davis County Attorney's Office, Civil Division

Dated: 3/11/2025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Chad Boshell, Assistant City Manager
Date: June 17, 2025
Subject: **Main Street (Park Ln. - Shepard Ln.) Local Government Contract with AECOM**

RECOMMENDATION(S)

Approve the local government agreement with UDOT and AECOM for the construction engineering and management services for the Main Street Widening Project in the amount of \$1,015,259.41 and authorize Chad Boshell to electronically sign the agreement.

BACKGROUND

The main Street Widening Project has completed its design and ROW acquisitions and is currently being bid. With local federal aid projects UDOT manages the project funds and oversees the project as a whole. Farmington is considered the local authority and most decisions funnel through us, the City is party to all agreements. As part of the management process construction engineering management services are obtained. The engineering company that is selected manages all parts of the construction process, deferring to the City or UDOT only when needed. This prevents the City from having to increase staffing during the projects. UDOT and the City interviewed various engineering firms to do the work and selected AECOM. The fee then follows UDOT's procurement policies and is determined and negotiated based off of scope of work and estimated hours. The costs of these services will be paid through UDOT with project funds from the following sources:

- \$8,344,429 – Federal money through the WFRC
- \$1,000,000 – Federal TAP money through UDOT
- \$3,061,162 – County funds
- \$562,616 – UDOT funds for asphalt overlay.
- \$574,073 – Farmington City federal matching funds

Staff recommends approving the local government contract with UDOT and AECOM.

SUPPLEMENTAL INFORMATION

1. Agreement

Respectfully submitted,



Chad Boshell, P.E.
Assistant City Manager

Review and concur,



Brigham Mellor
City Manager

Approved as to Form,



Paul H. Roberts
City Attorney



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
CONSULTANT SERVICES
STREAMLINED SOLICITATION
COST PLUS FIXED FEE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-0106(21)8
PIN Description: Main Street (SR-106); Park Lane to Shepard Lane
FINET Prog No.: 5533413C
PIN No.: 16933
Work Discipline: Construction Engineering Management

1. **CONTRACTING PARTIES:** This contract is between Farmington City, referred to as LOCAL AUTHORITY and

A E C O M Technical Services, Inc
756 E. Winchester Street, Suite 400
Salt Lake City, UT 84107

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 95-2661922

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **WORK DISCIPLINE:** The CONSULTANT is professionally qualified in Construction Engineering Management services as further described in Attachment C.
3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end December 31, 2026 and the Contract will terminate December 31, 2027, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$1,015,259.41 for costs authorized by this contract as further described in Attachment D.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A – Certification of Consultant and Local Authority
Attachment B – Standard Terms and Conditions
Attachment C – Services Provided by the Consultant
Attachment D – Fees
Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - A E C O M Technical Services, Inc

LOCAL AUTHORITY - Farmington City

By: Mark Koskinen 06/05/2025
Title: _____ Date
Printed Name: Vice President
Mark Koskinen

By: _____
Title: _____ Date
Printed Name: _____

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: [Signature] 06/02/2025
Title: Deputy Director Date

By: _____
Title: Contract Administrator Date

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of **A E C O M Technical Services, Inc** and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Payment of my fees under this contract may involve Federal-aid Funds. Therefore, my work under this contract is subject to applicable State and Federal laws, both criminal and civil.

Each person signing this Contract represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that CONSULTANT is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of **Farmington City** and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Money the LOCAL AUTHORITY receives under this contract may involve federal-aid funds, thus making the LOCAL AUTHORITY a subrecipient of federal aid funds. Therefore, all work performed under this contract by employees of the LOCAL AUTHORITY or its CONSULTANTS or SUBCONSULTANTS is subject to applicable State and Federal laws, both criminal and civil.

This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

**LOCAL GOVERNMENT
CONSULTANT SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** The Utah Transportation Code § 72-1-202(2) and Utah Admin. Code Rule r907-66 provide authority to execute this contract.

2. **CONFLICT OF TERMS:** No other terms and conditions will apply to this Contract, including terms listed or referenced on the CONSULTANT's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) additional required federal terms, if any, (b) this Attachment B; (c) DEPARTMENT's Contract Signature Page(s); (d) State of Utah's Additional Terms and Conditions, if any. Attachment B will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

3. **CONTRACT JURISDICTION AND COMPLIANCE WITH THE PROFESSIONAL STANDARD OF CARE, APPLICABLE LAWS, AND THE DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DRAWINGS:** Should another section of this contract conflict with this section 3, the terms of this section will control. The provisions of this contract will be governed by the laws of the State of Utah. As to all services provided under this contract, the CONSULTANT will furnish services by skilled and experienced personnel and under the supervision of skilled and experienced professionals licensed in Utah, as applicable, and will exercise a degree of care and diligence in the performance of these services following the customary professional standards currently practiced by firms in Utah and will comply with any and all applicable codes, laws, ordinances, administrative rules, federal regulations and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect, and this contract (the Standard of Care).

As to any drawings, plans, specifications, or other documents or materials provided or prepared by the CONSULTANT or its sub-consultants, the CONSULTANT agrees to comply with all applicable laws, statutes, administrative rules, federal regulations, building codes, and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect.

All professional design services and associated products or instruments of those services provided by the CONSULTANT will comply with all applicable codes, laws, administrative rules, and regulations of any state or federal governmental entity, including, but not limited to, the United States Department of Transportation with the LOCAL AUTHORITY and the DEPARTMENT serving as the interpreter of the intent and meaning of any other applicable code or rule.

4. **RECORDS ADMINISTRATION:** The CONSULTANT must maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records must be retained by the CONSULTANT for a period of at least seven (7) years after the contract terminates, or until all audits initiated within the seven years have been completed, whichever is later. These records must be made available at all reasonable times during the seven-year period for audit and inspection by the LOCAL AUTHORITY or the DEPARTMENT and other authorized State or Federal auditors. The CONSULTANT'S records supporting the cost proposal must also be retained and made available for review by authorized Federal or State staff. Copies of requested records must be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request.

5. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-7. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than their employment or retention by the LOCAL AUTHORITY or the DEPARTMENT through this contract, in any contract or subcontract in connection with this project (Reference 23 C.F.R. § 1.33 (2022)).

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract other than its fees.

6. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way on this contract the services of any present or former DEPARTMENT employee who was involved as a decision-maker in the selection or approval processes or who negotiated or approved billings or contract modification for this contract.
7. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT must be an independent contractor, and as such, may not have authority, express or implied to bind the LOCAL AUTHORITY or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY may not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT for its services herein will be the total compensation payable hereunder by the LOCAL AUTHORITY.
8. **INDEMNITY - LIABILITY:**
 - (a) The CONSULTANT must hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, authorized agents and employees from and against claims, suits and cost, including reasonable attorneys' fees, for injury or damage to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.
 - (b) The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with the Standard of Care.
 - (c) No party to this contract will be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this contract, or out of any goods or services furnished hereunder.
9. **SEVERABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and will not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
10. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT must furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract.

In the event any work is subcontracted, the CONSULTANT is responsible for determining whether to require its subconsultants to maintain the same minimum coverages as the prime, or to assume the risk for subconsultant services under its own policies.

Any insurance coverage required herein written on a "claims made" form rather than an "occurrence" form will: provide full prior acts coverage or have a retroactive date effective before execution of this contract; and, be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT and for a period of at least three (3) years following the end of the term of the contract or contain a comparable "extended discovery" clause (on construction phase contracts or modifications for construction engineering management, the insurance must remain in effect for one (1) year after completion of the contracted services). Evidence of current extended discovery coverage and the purchase options available upon policy termination will be provided to the LOCAL AUTHORITY and the DEPARTMENT.

The following policies of insurance will be issued by insurance companies licensed to do business in the State of Utah and must: be either currently rated "A" or better by A.M. Best Company and have an A.M. Best Company financial size category rating of not less than VIII; or, listed in the United States Treasury Department's current Listing of Approved (Department Circular 570), as amended.

Standard Required Insurance Policies

- (a) *Commercial General Liability*: The CONSULTANT will secure and maintain General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- (b) *Commercial Automobile Liability*: The CONSULTANT will secure and maintain commercial automobile insurance that provides coverage for owned, hired, and non-owned automobiles with a combined single limit of not less than \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, and \$250,000 Property Damage.
- (c) *Worker's Compensation and/or Employer's Liability*: The CONSULTANT will secure and maintain worker's compensation and employer's liability insurance sufficient to cover all of the CONSULTANT's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. If covered by the Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (d) *Professional Liability*: The CONSULTANT will secure and maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

Non-standard Insurance Policies

- (e) *Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media)*: Valuable papers and records coverage and/or electronic data processing (data and media) coverage for the physical loss or destruction of the work product including drawings, plans, specifications, and electronic data and media. Such insurance must be of a sufficient limit to protect the CONSULTANT, its subconsultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (f) *Watercraft/Protection & Indemnity (P&I) and Aircraft Liability*: If the CONSULTANT will use its own watercraft/aircraft or employs watercraft/aircraft in connection with the services provided in this contract, watercraft/aircraft liability insurance with limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate is required.
- (g) *Unmanned Aerial Systems (UAS) Liability*: If the CONSULTANT will use UAS (e.g. drones) with the services provided in this contract, UAS liability insurance with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate is required.
- (h) *High Risk Blasting Liability*: If the CONSULTANT will perform high risk blasting as part of the services provided in this contract, high risk blasting insurance equal to 75% of the Engineer's Construction Estimate, and with limits not less than \$5,000,000 is required.
- (i) *Data Integrity Liability*: If the CONSULTANT has access to or has on its own computer system any sensitive personal or financial information regarding DEPARTMENT employees or any party doing business with the DEPARTMENT, data integrity insurance with a limit of not less than \$3,000,000 is required. Data Integrity insurance specifically covers privacy liability and network security liability for any personal information stolen from any computer or network and used against that individual in any way.

All required certificates and policies will provide that coverage thereunder will not be canceled or modified without providing thirty (30) days prior written notice to the DEPARTMENT in a manner approved by the Assistant Attorney General for the DEPARTMENT, either by the insurance carrier or the named insured.

In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the CONSULTANT must provide a new certificate of insurance within thirty (30) days after being notified

thereof in writing by the DEPARTMENT certifying coverage in compliance with the modified limits or, if no limits are specified, in an amount acceptable to the DEPARTMENT.

If coverage limits are different for this contract, it will be designated in Attachment E.

Policies referred to in 10(a), 10(b), 10(f), 10(g), and 10(i) above must have endorsements which include language for Additional Insureds stating that the policies are amended to include an organization whom the CONSULTANT has agreed to add as an Additional Insured by contract, and must state the coverage is afforded on a primary and noncontributory basis.

Policies referred to in 10(a) and 10(b) limits can be covered either with the insurance policy alone, or a combination of the insurance policy and an umbrella insurance policy.

All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the State of Utah, Risk Manager.

- 11. QUALIFIED HEALTH COVERAGE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of \$2,000,000 or more, or the contract and modifications are anticipated in good faith to exceed \$2,000,000, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$1,000,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$1,000,000; hereby certifies the following.

- (a) The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health coverage for their employees, as defined in Utah Code § 26-40-115 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract.
- (b) Employee, for purposes of these requirements, must be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The CONSULTANT must demonstrate its compliance with this part and Utah Code § 72-6-107.5 at the time this contract is executed, and its continued compliance is subject to audit by the DEPARTMENT or the Office of the Legislative Auditor General. The CONSULTANT and all applicable sub-consultants must be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

12. PROGRESS:

- (a) The CONSULTANT may not begin the work governed by this contract prior to receiving an official Notice to Proceed from the DEPARTMENT. The CONSULTANT must prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by agencies of the U.S. Department of Transportation.
- (b) Any one of the three parties may request a progress meeting; to be held at the office of any, or at a place designated by the DEPARTMENT. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. The meetings must also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.
- (c) The CONSULTANT will be required to perform such additional work as may be necessary to correct the failure to meet the Standard of Care caused by the CONSULTANT'S breach of its Standard of Care in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.
- (d) At any time, the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT must immediately notify in writing that the CONSULTANT cannot meet specified time or budget requirements and why. The LOCAL

AUTHORITY and the DEPARTMENT may, at their sole discretion, agree to modify the contract in writing.

- (e) The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with the termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress on the contract work, or failure to provide satisfactory work product quality.
- (f) Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, the LOCAL AUTHORITY or the DEPARTMENT will notify the CONSULTANT verbally to suspend work immediately. The LOCAL AUTHORITY or the DEPARTMENT will follow this verbal notification with a written confirmation within two (2) business days. When the LOCAL AUTHORITY or the DEPARTMENT provides verbal notification to the CONSULTANT to suspend work the CONSULTANT agrees to comply immediately or as directed by the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30-days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.
- (g) Unless extended or terminated in writing, this contract will terminate on the Contract Expiration Date.

13. REVIEW AND INSPECTION OF WORK: It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the agencies of the U.S. Department of Transportation will have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.

14. NON DISCRIMINATION PROVISIONS: The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Utah Code §§34a-5-101 - 112 , and Titles VI and VII of the Civil Rights Act of 1964 (42 USC §§ 2000e – 2000e-17), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Orders 11375 and 13665 and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60), which prohibits discrimination on the basis of age; 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

The CONSULTANT agrees to abide by the provisions of Title 42 U.S.C Chapter 21F. Prohibiting Employment Discrimination on the Basis of Genetic Information.

The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. Sections 49 C.F.R. 21 through Appendix C (2022) and 23 C.F.R. 710.405(b) (2022) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway or transit funds. The CONSULTANT further agrees to furnish documentation to the LOCAL AUTHORITY or DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT must comply with the Americans with Disabilities Act (ADA).

The CONSULTANT must not discriminate in the performance of this contract on the basis of race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability, sexual orientation, or gender identity. The CONSULTANT must carry out applicable requirements of 49 C.F.R. Part 26 (2022) in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees to abide by **41 CFR 60-1.4(a) (1 – 8) Equal opportunity clause (the "EEO clause")**, which is incorporated by reference. Where the EEO clause uses contractor substitute CONSULTANT. Where the EEO clause uses the recipient substitute DEPARTMENT.

Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute DEPARTMENT.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS: By signing this contract, the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 15(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT must provide an explanation to accompany this contract. Exceptions will not necessarily result in denial of award but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted must identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

The CONSULTANT must include this Certification Regarding Debarment, Suspension and Other Responsibility Matters requirement in its contracts with subconsultants.

16. **BACKGROUND CHECKS:** The DEPARTMENT may require the CONSULTANT and all employees of the CONSULTANT to undergo a background investigation, to be conducted by the Attorney General or the Bureau of Criminal Investigation, to the satisfaction of the DEPARTMENT. The background investigation will consist of a review of, but may not be limited to, criminal conduct including the use of controlled substances. The CONSULTANT represents that its employees assigned to work under this contract are competent in their respective fields, licensed if applicable, as required by the State of Utah, and are legally able to fulfill their work obligations.
17. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform to the lobbying restrictions established by the Byrd Amendment, 31 U.S.C. § 1352, for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of its knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which the DEPARTMENT relied when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract it will require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients must certify and disclose accordingly.

18. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract that the CONSULTANT will comply with all applicable provisions of Utah Admin. Code Rule R916-6 - Drug and Alcohol Testing in State Construction Contracts and Utah Code § 63G-6a-1303 throughout the term of this Contract, unless the CONSULTANT is exempted from these provisions by state or federal law. The CONSULTANT must provide this requirement in its contracts with subconsultants.

19. **COMPLIANCE WITH THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT:** The CONSULTANT certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 C.F.R. § 200.216.
20. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the 2 C.F.R. Part 200 Subpart E Cost Principles, 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), if so required, and in the DEPARTMENT Financial Screening Application.
21. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** All intellectual property rights (including, without limitation, copyrights and trade secrets) to information and materials developed or owned by the LOCAL AUTHORITY and disclosed or supplied to the CONSULTANT while performing the services under this Contract will belong exclusively to the LOCAL AUTHORITY ("the LOCAL AUTHORITY'S Work"). All intellectual property rights (including, without limitation, copyrights and trade secrets) to the work product of CONSULTANT, whether developed by CONSULTANT before or in the course of providing the services ("the CONSULTANT'S Work"), will belong exclusively to the CONSULTANT, provided that such intellectual property rights of the CONSULTANT will not extend to any portion of the LOCAL AUTHORITY'S Work which is incorporated into the CONSULTANT'S Work. The LOCAL AUTHORITY will retain ownership of any information specific to its employees or operations contained in the CONSULTANT'S Work, any LOCAL AUTHORITY confidential information that is incorporated into the CONSULTANT'S Work, and any conclusions or recommendations therein that are specific to the LOCAL AUTHORITY and not of general utility. Except as otherwise provided in this Section, all Deliverables produced by the CONSULTANT and covered by this Contract will be owned by the LOCAL AUTHORITY. To the extent that any of the CONSULTANT'S intellectual property is embedded in Deliverables provided to the LOCAL AUTHORITY under this Contract, the CONSULTANT hereby grants to LOCAL AUTHORITY a non-exclusive, irrevocable, perpetual, and royalty-free license to use such intellectual property for business purposes to the extent necessary to permit the LOCAL AUTHORITY to utilize the CONSULTANT'S Work under this Contract. At the CONSULTANT's request, the LOCAL AUTHORITY will incorporate any proprietary notice the CONSULTANT may reasonably include for any intellectual property contained in a Deliverable in all copies the LOCAL AUTHORITY makes of that Deliverable. If the CONSULTANT incorporates into the CONSULTANT'S Work any information to which the CONSULTANT'S obligations of confidentiality under this Contract apply, the incorporated information will remain subject to such obligations of confidentiality.

The LOCAL AUTHORITY grants to the CONSULTANT a non-exclusive license for non-commercial, internal, educational and research use of work products developed or produced by the CONSULTANT under this contract, subject to the provisions of this contract. The use of physical products is subject to availability. Physical products will be transported and maintained at the expense of the CONSULTANT, should transportation and maintenance be necessary in conjunction with this use.

The CONSULTANT may secure through patents or trademarks, the right, title, or interest throughout the world of any invention that may be created or developed under this contract, as provided in 37 C.F.R. 401.14, except for Section 401.14(g). The LOCAL AUTHORITY will be entitled to the same rights granted to the Federal Government under 37 C.F.R. 401.14 and adopts that regulation for that purpose. The CONSULTANT will retain all rights provided for the LOCAL AUTHORITY in this clause, and the LOCAL AUTHORITY will not, as part of the consideration for awarding this contract, obtain rights in the CONSULTANT'S subject inventions. The LOCAL AUTHORITY will be granted a non-exclusive, irrevocable, royalty-free license to use, practice, employ, or have practiced for or on behalf of the LOCAL AUTHORITY the subject invention throughout the world. These license provisions will be considered one of the deliverables due under this contract. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation must also be named as a grantee, along with the LOCAL AUTHORITY, in the license provisions described above.

The CONSULTANT may secure copyrights on information, designs, analyses, processes, reports, and the intellectual innovations that may be created or developed under this contract, subject to the provisions of this contract, including the provisions of the "Publication or Use of Work Product Outside of This

Contract" clause.

The LOCAL AUTHORITY reserves a non-exclusive, irrevocable, royalty-free license to reproduce, publish, distribute, disclose, modify, implement, or otherwise use, and to authorize others to use, the copyright in any Deliverables under this contract, and any rights of copyright to which the CONSULTANT purchases ownership under this contract.

The right of the CONSULTANT to apply for patents, copyrights or trademarks must be limited to the statutory period defined by United States Code and other applicable Federal regulations.

It is further specifically agreed between the parties executing this contract that the above provisions must be interpreted and administered in accordance with State and Federal non-disclosure and disclosure laws, rules, regulations and policies governing patents, copyrights, trademarks, rights of privacy and freedom of public information.

- 22. RIGHT OF FUTURE DEVELOPMENT:** The parties agree that the LOCAL AUTHORITY and the DEPARTMENT and third parties that may be under separate contract to the LOCAL AUTHORITY or the DEPARTMENT may perform future additional developments or enhancements to information, designs, analyses, computer elements, devices, data, test results, reports, graphics, presentations, visual aids, intellectual innovations that are derived from the work products developed and delivered under this contract. Neither the LOCAL AUTHORITY nor the DEPARTMENT will be obligated to obtain the services of the CONSULTANT to perform these additional developments or enhancements. Likewise, the CONSULTANT, after completion of this contract, may perform future additional developments or enhancements to the work products produced and delivered under this contract without the necessity of granting the LOCAL AUTHORITY or the DEPARTMENT a license of use for these additional developments or enhancements. Any reuse, misuse, or use of modified or incomplete deliverables will be at the sole risk of the LOCAL AUTHORITY or the DEPARTMENT or the third party in possession of CONSULTANT'S deliverable and the CONSULTANT makes no representation to any third party with respect to any good or service performed under this contract and will not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory of recovery.
- 23. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS CONTRACT:** During the entire term of this contract the CONSULTANT must not issue, offer, publish, or submit for publication any document, report, paper, technical notes, documentation, specification, graphic, or other media products produced in connection with the work of this contract without first submitting the Deliverables required by this contract to the LOCAL AUTHORITY and the DEPARTMENT for their review, and notifying the LOCAL AUTHORITY and the DEPARTMENT of the intent to publish.

In the event CONSULTANT wishes to publish research results prior to the submission of contract deliverables, CONSULTANT must first provide to LOCAL AUTHORITY and the DEPARTMENT written notice of CONSULTANT'S intent to publish and a draft of such publication. Unless waived by the LOCAL AUTHORITY and the DEPARTMENT, the LOCAL AUTHORITY and the DEPARTMENT will have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by LOCAL AUTHORITY or the DEPARTMENT to contain confidential or patentable material owned by the LOCAL AUTHORITY or THE DEPARTMENT, or to request a delay in submission of the draft for publication pending CONSULTANT'S submission of overdue contract deliverables or LOCAL AUTHORITY's or the DEPARTMENT's application for patent protection. If CONSULTANT does not receive the LOCAL AUTHORITY's or the DEPARTMENT's written response to the notice of intent to publish within the thirty (30) day period, then the LOCAL AUTHORITY or the DEPARTMENT will be deemed to have consented to such publication. If DEPARTMENT requests a delay in submission of publication for patent protection, CONSULTANT will have no obligation to delay publication for longer than three (3) months following delivery of CONSULTANT'S notice of intent to publish. If the LOCAL AUTHORITY or the DEPARTMENT requests a delay in submission of publication due to overdue deliverables, submission of publication by the CONSULTANT prior to completing those contract deliverables will be grounds for termination of this contract. Student reports, theses, and dissertations, published internally by the CONSULTANT will not be subject to these delay provisions.

If this contract is terminated by the LOCAL AUTHORITY or the DEPARTMENT, the CONSULTANT agrees to the publication restrictions stated above for a period of six (6) months following the date of termination.

Information supplied by LOCAL AUTHORITY or the DEPARTMENT to CONSULTANT and identified by the LOCAL AUTHORITY or the DEPARTMENT as proprietary, confidential, protected or security-sensitive information must not be included in any material published by CONSULTANT without prior written consent of the LOCAL AUTHORITY or the DEPARTMENT.

The restrictions and procedures described in this provision will apply to the release of any information or documents to the media. The CONSULTANT must inform the UDOT point of contact of all media inquiries.

- 24. PUBLIC INFORMATION:** CONSULTANT agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). CONSULTANT gives the DEPARTMENT, the LOCAL AUTHORITY, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, under section 63G-2-309 and expressly approved by DEPARTMENT. CONSULTANT also agrees that the CONSULTANT'S solicitation responses will be public records, and copies may be given to the public as permitted under GRAMA. The DEPARTMENT, the LOCAL AUTHORITY and the State of Utah are not obligated to inform CONSULTANT of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

Requests from the media or other members of the public for records that have not already been issued, published, or submitted for publication must be addressed in accordance with the GRAMA, Utah Code Title 63G, Chapter 2.

CONSULTANT agrees to cooperate and assist the LOCAL AUTHORITY and the DEPARTMENT to respond to requests it receives pursuant to the GRAMA by searching for and producing records belonging to LOCAL AUTHORITY or the DEPARTMENT in a timely manner and consistent with the requirements of the GRAMA.

- 25. USE OF PATENTED, COPYRIGHTED OR TRADEMARKED ITEMS:** The CONSULTANT will be fully responsible for the legal use and the related payment of any royalties or fees for any materials, products, devices, processes, computer elements, designs, specifications, publications, graphics, visual media, etc., that are protected by patents, copyrights or trademarks, or that are owned by third parties to this contract, in conjunction with CONSULTANT's execution of its work in this contract. In the event that any of the above items are to be incorporated into the deliverables or products which will be provided to the LOCAL AUTHORITY or the DEPARTMENT as a result of the work of this contract, whether owned by the CONSULTANT before entering into this contract or not, such use must be specifically authorized in this contract or by prior written approval from the LOCAL AUTHORITY or the DEPARTMENT. When the LOCAL AUTHORITY or DEPARTMENT provides such authorization, the CONSULTANT will secure the rights of use of these patented, copyrighted or trademarked items for the LOCAL AUTHORITY or the DEPARTMENT, at the LOCAL AUTHORITY's or DEPARTMENT's expense. An original executed copy of the right-to-use agreement will be delivered to and approved by the LOCAL AUTHORITY and the DEPARTMENT before commencing use of these item(s). The CONSULTANT will be responsible for paying all royalties and fees for said use during the entire term of this contract. To the extent that these royalties and fees are incurred exclusively and specifically for this contract and are shown in Attachment C of this contract, these costs are allowable expenses to the contract. The CONSULTANT must indemnify, save harmless and release the LOCAL AUTHORITY and the DEPARTMENT from claims of DEPARTMENT's or LOCAL AUTHORITY's direct, non-willful patent, copyright or trademark infringement, or for directly-resulting costs, expenses, penalties and damages that may be obligated by reason of a direct, non-willful infringement by DEPARTMENT or LOCAL AUTHORITY resulting from the work performed, services rendered or deliverables furnished under this contract which are caused by the negligence of the CONSULTANT. When Federal funds make up all or part of the remuneration under this contract, the United States Department of Transportation must be named along with the LOCAL AUTHORITY and the DEPARTMENT in all legal agreements covering use of patented, copyrighted or trademarked items.
- 26. CONFIDENTIALITY:** If, in order to perform the work under this contract, the CONSULTANT is given access to confidential, protected, security-sensitive or proprietary business, technical or financial information regarding persons, materials, products, devices, processes, plans, designs, computer

elements, analyses, data, etc., the CONSULTANT agrees to treat such information as confidential and must not appropriate such information to its own use or disclose it to third parties at any time, neither during the term of this contract nor after contract termination, without specific written authorization by the LOCAL AUTHORITY and the DEPARTMENT to do so unless, except to the extent such disclosure is required by law, rule, regulation, court order, government investigation or whistleblower subpoena. The LOCAL AUTHORITY or DEPARTMENT will clearly identify those items as confidential at the time they are transmitted or disclosed to the CONSULTANT and they may be listed in Attachment C of this contract if known at the time of contract execution. The CONSULTANT must require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

The foregoing obligations will not apply if the said confidential, security-sensitive or proprietary information:

- (a) Is found to be in the public domain at the time of receipt by the CONSULTANT;
- (b) Is published or otherwise becomes part of the public domain after receipt by and through no fault of the CONSULTANT;
- (c) Was in possession of the CONSULTANT at the time of receipt and was not acquired by CONSULTANT directly or indirectly from the DEPARTMENT or an agency of the State of Utah; or
- (d) Was or is later received by the CONSULTANT from a third party other than an agency of the State of Utah, which did not require the CONSULTANT to hold such information in confidence.

27. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT must not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY or the DEPARTMENT. The amount billed to the LOCAL AUTHORITY and the DEPARTMENT for subconsultant costs will be the same amount the CONSULTANT actually pays the subconsultant for services required by this contract. All payments made by the CONSULTANT to the subconsultant for services required by this contract will be subject to audit by the LOCAL AUTHORITY or the DEPARTMENT. All subcontracts must be in writing and include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 50% of the total contract amount with its own staff. *(Provision revised 2/15/2023.)*

28. **PERSONNEL/STAFFING PLAN:** For any change in key personnel from that specifically identified in Attachment C of this contract, the CONSULTANT must provide an equivalent or better qualified replacement subject to DEPARTMENT approval.
29. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT must notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT will not be paid the extra compensation. Proper documentation alone will not prove the validity of the claim. The parties agree to use arbitration or mediation, as mutually agreed by the parties, after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
30. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances to the extent such delays or hindrances were caused by CONSULTANT. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY or the DEPARTMENT will not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date. The CONSULTANT will not be responsible for delays due to causes beyond CONSULTANT's reasonable control.

31. CONSULTANT'S ENDORSEMENT ON PLANS, ETC.: The CONSULTANT (if a firm, the responsible principal) is required to endorse and appropriately apply its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and the DEPARTMENT under this contract.

32. CONTRACT MODIFICATIONS: This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, will not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished must be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

33. TERMINATION: This contract may be terminated as follows:

- (a) By mutual agreement of the parties; in writing and signed by the parties.
- (b) By any party for failure of another party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 53, "Duties of the LOCAL AUTHORITY and the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and must specify the reasons supporting termination.
- (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
- (d) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the contract will be terminated at the end of such time.
- (e) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT requires termination of the contract for reasons other than unsatisfactory performance of the CONSULTANT, the DEPARTMENT will notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the contract is to be terminated.
- (f) If the contract is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed up through the date of termination. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the contract.
- (g) The LOCAL AUTHORITY and the DEPARTMENT reserve the right to cancel and terminate this contract in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the LOCAL AUTHORITY or the DEPARTMENT, without penalty. It is understood and agreed that in the event of such termination, all data acquired and work product produced under this contract will be turned over to the LOCAL AUTHORITY and the DEPARTMENT within seven (7) calendar days. The LOCAL AUTHORITY and the DEPARTMENT reserve the right to terminate or cancel this contract in the event the CONSULTANT will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The LOCAL AUTHORITY and the DEPARTMENT further reserve the right to suspend the qualifications of the CONSULTANT to do business with the LOCAL AUTHORITY or the DEPARTMENT upon any such conviction.
- (h) Upon satisfactory completion of required contract services.

- (i) On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination must be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than paragraph 33(h), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.
34. **REMEDIES:** Any of the following events will constitute cause for the DEPARTMENT or LOCAL AUTHORITY to declare CONSULTANT in default of this Contract: (i) CONSULTANT'S non-performance of its contractual requirements and obligations under this Contract; or (ii) CONSULTANT'S material breach of any term or condition of this Contract. The DEPARTMENT may issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT'S liability for damages. If the default remains after CONSULTANT has been provided the opportunity to cure, the DEPARTMENT may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend CONSULTANT from receiving future contracts from the DEPARTMENT or the State of Utah; or (v) demand a full refund of any payment that the DEPARTMENT has made to CONSULTANT under this Contract for Services that do not conform to this Contract.
35. **ERRORS AND OMISSIONS:** The CONSULTANT will, without additional compensation, correct or revise any failure to meet the Standard of Care in its design, drawings, specifications and other services which are caused by a breach of the CONSULTANT'S Standard of Care. The CONSULTANT is required to follow UDOT Policy 08-07 Errors and Omissions on Projects which is hereby incorporated by reference.
36. **POLLUTION CONTROL:** The CONSULTANT agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The DEPARTMENT must report violations to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
37. **CONSTRUCTION INSPECTION AND MATERIALS TESTING:** The CONSULTANT will utilize MasterWorks Construction and MasterWorks Materials for performing all construction inspection and materials testing. Additionally, the CONSULTANT will employ MasterWorks Construction and MasterWorks Materials for all construction-related documentation. *(Provision revised 2/5/2025.)*
38. **ELECTRONIC DESIGN SUBMISSION:** The CONSULTANT will adhere to the current DEPARTMENT model development and CADD standards on the DEPARTMENT's website. The CONSULTANT will provide all plans, specifications, surveys, electronic files and associated data in the DEPARTMENT acceptable electronic formats into the DEPARTMENT's content management system with the correct attributes assigned. The CONSULTANT will organize all project data in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. The CONSULTANT will be aware of and comply with applicable DEPARTMENT CADD standards. The DEPARTMENT CADD standards are available at the CADD Support sub-page of the DEPARTMENT website www.udot.utah.gov/go/cadd.

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) **Drafting:** MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.9 or higher (v8 file format).
- (b) **Civil Design:** InRoads by Bentley Systems Inc. version 8.9 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), Roadway Designer files (.ird), and Open Roads technology files (.dgn).

- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) or Open Roads technology file format (.dgn) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Survey and Geomatics Standard Manual" Guide.
- (d) Plotting: For the project to be republished by the DEPARTMENT, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the PDF plan set. Instructions for preparing this file can be found at the DEPARTMENT CADD Support website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for project milestones and advertising, Region or consultant designers must deliver to the DEPARTMENT the design files in the DEPARTMENT's content management system in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm or dgn format), 4) InRoads alignments (alg or dgn format), templates (itl), roadway designer files (ird or dgn format) and preference files (xin or dgnlib format), 5) Configuration and resource files including font and linestyle resource files.
- (f) Placement: Action – Project data must be delivered to the DEPARTMENT in the DEPARTMENT's document management system in the established project directory structure. All documents must be attributed correctly in the system at the time of delivery. All files must have the references and links re-established when delivered into the content management system using the Scan References and Link Sets tool.
- (g) Digital Delivery: Projects designated as Digital Delivery will have varying file format delivery requirements. Digital Delivery is an evolving technology and file formats may change based on the DEPARTMENT's stage of Digital Delivery development. Unless the Project Manager scopes the project differently, files will be attributed and delivered as Legal with a .dgn extension including the reference files. In addition, .alg, .icm, iModels, .dtm and other file formats will be delivered as For Information Only (FIO). The DEPARTMENT Project Manager will determine if plan sets are required on the project (as FIO) or if a traditional plan set will be required, see the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

The CONSULTANT will be responsible for the accuracy of any translated data.

39. REQUIREMENTS FOR COMPUTER ELEMENTS:

Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract must achieve the specific objectives specified in the work plan. These elements must be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

Computer software and applications created and/or enhanced under this contract will include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation must include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms must be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms may only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

40. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 C.F.R. Part 200 Subpart E and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 U.S.C. § 112(b)(2)(B), as modified by Utah State law, administrative rules, and regulations on contract provisions.
41. **CORONAVIRUS PANDEMIC RECOVERY:** This section applies only if: (i) this Contract, or a subcontract, is a cost-plus-fixed-fee contract; (ii) the CONSULTANT (or the subconsultant with that subcontract) received a loan under the federal Paycheck Protection Program or similarly, received a credit, loan or other relief in 2020, or thereafter, from a federal program enacted to provide relief during the Coronavirus pandemic, such as the CARES Act, the FFCRA, or other similar federal legislation (collectively a "PPP Loan"); and (iii) any portion of the PPP Loan was forgiven, or applicable law similarly requires the recipient to provide a refund, repayment, credit, or reimbursement to the DEPARTMENT. If this section applies, the CONSULTANT, for itself and its subconsultants, must comply with this section to provide for a PPP Loan recovery in compliance with 48 C.F.R. 31.201-5, Utah Code § 72-2-113(3), and other applicable law and guidance. Those legal obligations require calculation of a PPP Loan credit which must be included in the Indirect Cost Rate (referred to in this section as an "Impacted Rate"). Under this Contract, an accepted Impacted Rate will apply during the CONSULTANT's (or subconsultant's) "Recovery Period," which is the shorter of the following time periods: (i) the time period necessary to recover the required credit amount of the CONSULTANT's (or the subconsultant's) forgiven PPP Loan (or other repayment obligation); or (ii) 365 days after the date when the DEPARTMENT approved the CONSULTANT's (or the subconsultant's) Impacted Rate.

This Contract is written to include the CONSULTANT's "Unimpacted Rate" (which is the CONSULTANT's accepted rate without the PPP Loan credit). The CONSULTANT has also included subconsultant costs on that basis. But notwithstanding those or any other provisions of this Contract to the contrary, the CONSULTANT agrees as follows: (i) During the CONSULTANT's Recovery Period, each of its invoices will provide to the DEPARTMENT a "Recovery Credit," which is an amount that is equal to the difference between the CONSULTANT's overhead and fixed fee calculated at the Unimpacted Rate, and the CONSULTANT's overhead and fixed fee calculated at the Impacted Rate. The CONSULTANT will show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the template and calculation as part of its support documentation for each invoice. (ii) During a subconsultant's Recovery Period, the CONSULTANT's costs charged for a subconsultant will include the Recovery Credit for that subconsultant. The CONSULTANT will require the subconsultant to show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the subconsultant's template and calculation as part of the CONSULTANT's support documentation for each invoice.

When the CONSULTANT or any subconsultant reaches the end of its Recovery Period, the CONSULTANT must submit a notification to the DEPARTMENT Project Manager stating the date that is claimed for when recovery was complete ("Recovery Date"). If the Recovery Date claimed by the CONSULTANT or the subconsultant is less than 365 days after the date when the DEPARTMENT approved the CONSULTANT's or subconsultant's Impacted Rate, then the notification must also include documentation that demonstrates full recovery (subject to the DEPARTMENT's verification). When submitting invoices to the DEPARTMENT, the CONSULTANT will not include Recovery Credits for itself or any subconsultants once the CONSULTANT or a subconsultant has reached its Recovery Date.

If upon review the DEPARTMENT is unable to verify that the CONSULTANT's (or a subconsultant's) required PPP Loan recovery was met on the Recovery Date claimed by the CONSULTANT (or a subconsultant), the DEPARTMENT will require, and the CONSULTANT agrees to pay, the amount of any Recovery Credit that should have been credited to the DEPARTMENT under the requirements of this section. The CONSULTANT further agrees that the DEPARTMENT can take such payment from any amount that the DEPARTMENT owes to the CONSULTANT.

The CONSULTANT agrees that the amounts which are, or should be, credited to the DEPARTMENT as part of the CONSULTANT's (or a subconsultant's) Recovery Credit will be deducted from the Contract's maximum-not-to-exceed amount at the time of Contract closure and are not eligible for payment to the CONSULTANT.

The PPP Loan recovery requirements are a federal obligation that is required at every Contract level. The CONSULTANT must pass down applicable requirements to its subconsultants. (*Provision revised 2/15/2023.*)

42. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the [UDOT Right of Way ProjectWise Guide](#), as amended, which is incorporated herein by this reference.
43. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 63G-2-901, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT or the LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code § 63G-2-309, it must provide with the record(s) a written claim of business confidentiality, and a concise statement of reasons supporting the claim of business confidentiality that satisfy the requirements of §§ 63G-2-305(1) and (2), and 309 to the DEPARTMENT. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, pursuant and subject to Utah Code §§ 63G-2-101 through 901 the CONSULTANT will take no action, legal or otherwise against the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, or any employee, agent or representative of the State of Utah, DEPARTMENT, or the DEPARTMENT if the State Records Committee or a court orders the DEPARTMENT or LOCAL AUTHORITY to publicly disclose any record the CONSULTANT considers confidential, or believes should be considered protected, private, or controlled.
44. **WORK ACCEPTANCE:**
 - (a) Subject to the Standard of Care, work performed under this contract must be performed in accordance with applicable Standards, Specifications, Manuals, Guides, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. Work must be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives.
 - (b) **Reviews and Quality Assurance:** All contracts require a quality control / quality assurance (QC/QA) plan and checklist. For design projects specifically, the CONSULTANT must provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan must be approved by the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules.
45. **GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT may be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY or the DEPARTMENT. The CONSULTANT must accompany LOCAL AUTHORITY or the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.
46. **INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:**

To ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY or the DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY or the DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120-volt (or greater) current for which a state electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, re-splicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY or the DEPARTMENT will be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

47. **NO THIRD-PARTY BENEFICIARIES:** The parties enter into this contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this contract.
48. **COORDINATION WITH DEPARTMENT DISCIPLINE MANAGERS:** To ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Discipline Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.

The CONSULTANT is required to obtain the DEPARTMENT Communications Office written approval prior to sending a press release or using the DEPARTMENT's name.

49. **COORDINATION WITH UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS):** The CONSULTANT will comply with the Utah Technology Governance Act, Utah Code §§ 63A-16-101 through 63A-16-903.

After execution of the contract, and prior to commencing any information technology (IT) related activities as defined in Utah Code § 63A-16-102, the CONSULTANT will:

- (a) Coordinate with and receive written approval from the DEPARTMENT and the DTS IT Director assigned to the DEPARTMENT, or
- (b) Have previously obtained written approval from the DTS IT Director assigned to the DEPARTMENT for the IT related activities which must be detailed in the Scope of Work and included in the terms of this base contract.

In addition, the DEPARTMENT will not consider modifying this contract to include or alter IT elements without coordination and written approval from the DTS IT Director assigned to the DEPARTMENT.

50. **CONSULTANT JOB VACANCIES:** CONSULTANT agrees, for the duration of the contract, to provide CONSULTANT'S name, contact information, and information about CONSULTANT's job vacancies on the PROJECT to the Utah Department of Workforce Services to facilitate job inquiries by the public pursuant to Utah Code Subsections 63G-6a-107.7(4) and 35A-2-203(5)(b). This requirement does not apply when CONSULTANT fills a vacancy with a current employee and does not preclude CONSULTANT from advertising job openings in other forums throughout the state.
51. **USE OF STATE SEAL AND DEPARTMENT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or DEPARTMENT logo on business cards for their employees nor use Utah or DEPARTMENT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the DEPARTMENT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.
52. **ASSIGNMENT OF ANTITRUST CLAIMS:** The CONSULTANT and the DEPARTMENT recognize that in actual economic practice, overcharges by the CONSULTANT'S suppliers resulting from violations of state

or federal antitrust laws are in fact borne by the LOCAL AUTHORITY. As part of the consideration for the award of the Contract, and intending to be legally bound, the CONSULTANT assigns to the LOCAL AUTHORITY and the DEPARTMENT and the state of Utah all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

53. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:

- (a) **Guarantee Access:** The LOCAL AUTHORITY or the DEPARTMENT will guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT will give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT will furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

54. FORCE MAJEURE: Neither party will be liable for failure to perform this agreement when such failure is due to "force majeure." "Force majeure" means acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, acts of the public enemy, terror events, wars, riots, insurrections, incidences of disease or other illness that reaches epidemic, endemic, or pandemic proportions, fires, explosions, inability to obtain easements, right-of-way, or other interests in realty, or any other cause, whether of the kind here enumerated or otherwise, not reasonably within the control of the party claiming "force majeure." Events of "force majeure" must be remedied with all reasonable dispatch.

SERVICES PROVIDED BY THE CONSULTANT**1. SCOPE SUMMARY:**

This contract is for full construction engineering management for this project. The Consultant's Construction Management Team must be led by a Licensed Professional Engineer who has experience with state and federal-aid Construction Engineering oversight and compliance. The Consultant team members will be experienced and have professional certification in their area of oversight responsibility (inspection, material testing, and project accounting). The Consultant will provide control over the Project as described in the UDOT Construction Manual of Instruction. Upon completion of construction, the Consultant will coordinate a final project walk-through and generate a punch list of work for the contractor to perform prior to achieving Physical Completion. Upon Physical Completion, the Consultant will prepare the project file of Contract Completion/Final Acceptance and submit it to UDOT Central for Final Closeout.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment:

- (a) Approval Memo
- (b) Executive Summary
- (c) Detailed Work Plan
- (d) Personnel/Staffing Plan
- (e) Schedule
 - (1) Completion: All work must be completed by [December 31, 2026](#). If additional time is required beyond the Scope of Work Completion Date, the CONSULTANT must submit a "Contract Date Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.
 - (2) Contract Period: The contract will terminate [December 31, 2027](#), unless otherwise extended or canceled in accordance with the terms and conditions of this contract.



UDOT Consultant Services

Contract Approval Memo

Memo Printed on: May 28, 2025 7:55 AM



PM Approval Date: [May 27, 2025](#)

UDOT PM: Jeffrey Erdman

The Project Manager has reviewed and approved the contract/modification consultant documents: Executive Summary, Work Plan, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 16933
Project No.: F-0106(21)8
Job/Proj: 5533413C
PIN Description: Main Street (SR-106); Park Lane to Shepard Lane

CONTRACT INFORMATION

CS Admin: Devon Tonks (Acting as UDOT)
Contract No.: New Construction Management
Mod No.:
SOW Completion Date: [December 31, 2026](#)
Contract/Mod Amount: [\\$1,015,259.41](#)
Fee Type: COST PLUS FIXED FEE
Selection Method: STREAMLINED SOLICITATION
Period: 2022-2025 GE POOL
Phase: CONSTRUCTION ENGINEERING
Disciplines: CONSTRUCTION ENGINEERING MANAGEMENT

CONTACTS

Consultant	Local Government
A E C O M TECHNICAL SERVICES, INC	Farmington City
Bryan B Chamberlain	Chad Boshell
756 E. WINCHESTER STREET, SUITE 400	130 N MAIN
SALT LAKE CITY, UT 84107	FARMINGTON, UT 84025-0 ,
	(801) 939-9287
	CBOSHELL@FARMINTON.UT

AECOM TECHNICAL SERVICES, INC

Prime

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

Brief Description

AECOM will perform construction engineering management services for PIN 16933 SR-106; Park Lane to Shepard Lane (MP 8.30-9.05) in Farmington. AECOM will act as the Resident Engineer, Documentation Specialist, Inspector, and Materials Tester. AECOM will have administrative responsibility and authority to enforce all contract provisions, plans, and specifications, and to perform inspection and on-site and laboratory materials testing for the Utah Department of Transportation (UDOT) as required by UDOT Construction policy and procedures.

AECOM will check and accept Contractor subcontract agreements, review and accept submittals, prepare and justify change orders, process claims, track contract time, monitor quantity overruns and underruns, document meetings and other exchanges of information with the Contractor, and provide documentation using current UDOT and FHWA methods of project accounting.

AECOM will obtain UDOT approval prior to authorizing any out-of-scope work (change orders) and / or cost overruns.

Project Team

AECOM will be the prime consultant on this contract.

AECOM will utilize WSP as a sub-consultant on this contract.

Assumptions

Work will be completed during the 2025 and 2026 construction seasons

Contractor will work 10 hour days / 5 days per week

Full time inspection will be required for 34 weeks

Inspector will work 10 hour day + 1 hour commute time from/to AECOM lab

Two inspectors will be required on site (1 from AECOM, 1 from WSP) full time for 34 weeks

One additional inspector may be required (1/2 from AECOM, 1/2 from WSP) for 34 weeks

Mileage based on round trip from AECOM lab in West Valley City for inspection personnel

Mileage for engineering/office staff based on round trip from AECOM office in Murray

Concrete cylinders delivered to Region 1 Materials lab 2x's per week for 26 weeks

32 trips will be required for an asphalt runner during paving operations. Assumed Beck Street asphalt plants.

Phasing

There is no anticipated phasing for this project.

Fee Type

This is a cost-plus-fixed-fee contract.

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:		Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman						
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane						

Activity: 85C - PRECONSTRUCTION ACTIVITIES

Preconstruction activities occur prior to notice of award. The resident engineer or field engineer is responsible to perform the following:

- Attend meetings - PS&E Meeting (4V1) and Comment Resolution Meeting (5V1) and any additional meetings associated with the pre-advertisement activities
- Review and provide comments on the PS&E package and verify the disposition of comments at or prior to the Comment Resolution Meeting
- Review Limitations of Operations; Traffic Limitations, Right of Way requirements including cost-to-cure, utility requirements, environmental requirements, etc.
- Perform constructability reviews
- Support project advertising activities

Activity: 87C - CONSTRUCTION ENGINEERING MANAGEMENT

The resident engineer and field engineer perform construction engineering management services. These positions coordinate with the contractor and verify that the construction plans and specifications are followed in the field.

- Coordinate all construction activities with the contractor
- Conduct preconstruction activity meetings
- Conduct weekly update meetings
- Review all submittals and route submittals to proper reviewers for authorization
 - traffic control plans; maintenance of traffic
 - structures submittals (shop drawings)
- Attend weekly update meetings and develop meeting minutes
- Document all decisions made regarding the project
- Maintain a current resident engineer project diary
- Request and analyze schedule updates
- Provide request for Information (RFI) as needed
- Manage third-party coordination
- Coordinate public involvement activities
- Facilitate claims review
- Facilitate final inspection; walk through; punch list
- Obtain and review as built drawings or models
- Process change orders
- Be onsite and in person to solve project issues when they arise
- Complete non-conformance reports (NCR) for all rejected materials and coordinate with the district engineer to reach an acceptable resolution with the contractor

Activity: 89C - PROJECT ADMINISTRATION

Construction administration involves all the activities performed by the construction personnel to uphold the project requirements as defined in the construction contract.

- Manage all submittals and place in Masterworks or in Projectwise as appropriate and according to proper naming conventions
- Process partial pay estimates
- Complete monthly status of time
- Do not pay for any items without receiving full documentation required by the contract - including buy america
- Complete all civil rights activities for compliance
 - Equal employment opportunity (EEO) interviews
 - Bulletin board inspection
 - Disadvantaged business enterprise (DBE) documentation
 - Prompt Payment
 - Wage Determinations
- Process subcontracts and ensure compliance with contract requirements
- Partnering
- Represent the Department for partnering on the project
- Determine level of formality for the partnering kickoff meeting
- Hold weekly partnering checkups during the weekly update meetings
- Monitor communication on all project levels

Activity: 91C - FIELD INSPECTION

Construction field inspection is a combination of being present in person and documenting all of the project's daily activities. Inspections must be performed using competent personnel to verify the contractor is in compliance with the construction contract. Provide the following at a minimum:

- Complete at least one daily progress report in Masterworks per shift worked providing pertinent information in all applicable data fields
- Use the submitted project schedule to track activities and record actual start and finish dates
- Be physically present during the entirety of any shift where work is performed and document what, where, when, how work was done
- Inspect traffic control on the project during every shift and notify the contractor immediately of any non-compliant devices or configurations
- Ensure projects are meeting SWPPP and/or MS4 environmental requirements

Activity: 93C - MATERIALS TESTING

For materials testing all key personnel must meet the minimum qualifications commensurate with the anticipated scope, complexity, and nature of the material test methods performed on the project.

Perform sampling and testing in accordance with the requirements of the project contract; Materials Acceptance and Independent Assurance Programs, as outlined in the Materials Manual of Instruction (MMOI); Quality Management Plans (QMP); and the Minimum Sampling and Testing Requirements (MS&TR). The contract specifications, MMOI, and MS&TR, and Materials Acceptance Program define the requirements for acceptance and testing. Specific qualification requirements for test methods necessary to meet Minimum Sampling and Testing Requirements (MS&TR) are provided in the UDOT TTQP/WAQTC Registration, Policies, and Information Handbook (RP&IH).

Perform acceptance and verification testing as defined in the construction contract, which refers to the Minimum Sampling and Testing Requirements (MS&TR). The MS&TR defines the minimum frequencies for materials acceptance and verification. Additional testing may be

required or necessary depending on the nature of the work and the performance of the contractor.

Perform independent assurance (IA) testing as defined by the Independent Assurance Program and outlined in the Materials MOI. Perform project level requirements as defined in the contract and document at the project level. Provide documentation for IA test results, personnel qualifications and laboratory qualifications as defined in the Materials MOI.

Provide all personnel qualifications prior to performing any sampling or testing on the project.

Sample and testing requirements:

- Sample, test, and verify compliance on all materials placed on the project except as noted here:
 - Deliver concrete samples to the designated Department region or district laboratory for laboratory curing and compressive strength testing after making and curing concrete test specimens in the field according to AASHTO T 23.
 - Deliver project binder samples to the Department Central Materials laboratory for testing promptly after each binder lot is complete.
 - Coordinate with the Department as the Department will authorize material for products listed in MMOI 1011.4 according to the qualified supplier requirements.
- Organize and record all materials tests in Masterworks
- Review each partial pay estimate and ensure that all items being paid have the certifications and tests as required by the contract, place any deficient item on an item hold.
- Maintain all testing equipment in proper working order and ensure a neat and organized testing environment both onsite and in the laboratory
- Perform all sampling and testing at the proper location, i.e. batch plant, out of the truck, on grade, etc.

Test results reporting requirements:

The field technician is responsible to do the following for field tests such as in-place density, slump or concrete air content:

- Provide verbal notification to onsite personnel immediately upon completion of testing
- Enter test results into Masterworks within the same shift the test is completed

The laboratory manager is responsible to do the following for laboratory tests, such as aggregate gradations, soil proctor tests, concrete cylinder compressive strength testing, and asphalt binder content*:

- Make all reasonable efforts to avoid inhibiting the Contractor's work progression by:
 - Beginning tests when the sample is received or as soon as is practicably possible
 - Prioritizing tests to determine acceptability while material in question can be removed and replaced conveniently
 - Being available and responsive to the Contractor/Supplier
- Notify the resident engineer, and the contractor or supplier by phone or in person immediately upon completion of a failed test
- Enter the test results into Masterworks or otherwise report the result in the same shift the test is completed

***For tests that require Paired T testing, provide the owner test results only after the contractor has entered their results into Masterworks.**

Activity: 97C - PROCESS QC/QA

The Department may audit the status of any certifications as needed; whether during procurement of services, during contract administration, and/or following project closeout. Perform the following:

- Complete an internal audit of all item documentation prior to approving each partial pay estimate
- Monitor testing and other certifications for all project personnel and ensure compliance
- Support and work with FHWA representatives as they visit the project site or review project documentation

Activity: 99C - CONSTRUCTION CLOSEOUT

Project information obtained through contract administration, acceptance and verification testing, and inspection will be collated and reviewed to verify that all of the necessary documents are present to demonstrate compliance with the construction contract. Closeout will be performed in accordance with the comprehensive checklists in the construction manuals and guides. Perform the following:

- Hold post construction conference after substantial completion and generate a punch list for the contractor to complete prior to physical completion
- Provide adequate construction inspection and testing for items of work on the punch list
- Complete the closeout checklist prior to submitting the project for the Region Region Contract Specialist review; verify the project for compliance and completeness of all documentation

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
CHAMBERLAIN, BRYAN	RESIDENT ENGINEER	BS CIVIL ENGINEERING	UT-260230-2022	360	\$95.62	\$99.07	NTP	Y
BROWN, SHERRY	OPERATIONS MANAGER	BS BUSINESS ADMINISTRATION		208	\$74.68	\$77.39	NTP	
TURNER, CHERYL	CM DOCUMENTATION SPECIALIST	HS		385	\$55.00	\$56.99	NTP	
BLACK, SEAN	INSPECTOR/TESTER	MS CIVIL / CERT BRIDGE INSPECT	UT-343598-2203	1,878	\$47.20	\$48.91	NTP	
WINTERSTEIN, ALICIA	MATERIALS LAB SUPERVISOR			350	\$44.75	\$46.37	NTP	
QUIJANO, ROSS	INSPECTOR/TESTER	BS CIVIL ENGINEERING		484	\$35.10	\$36.36	NTP	
CARNAHAN, SKYLAR	RUNNER	CIVIL ENGINEERING STUDENT		70	\$25.30	\$26.22	NTP	
Total Hours for A E C O M TECHNICAL SERVICES, INC:				3,735				
Pay Rate Variance Explanation								
Blended rate using 5 months at current rate plus assumed 4% increase beginning Oct 1, 2025 (for 12 months) and another 4% increase beginning Oct 1, 2026 through December 31, 2026 (for 3 months).								

Project Schedule
16933 SR-106 Farmington Main Street

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Oct-25	Nov-25
Design/PS&E												
Advertisement					Advertising Support							
Construction									Construction Window			
Closeout												

	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Design/PS&E												
Advertisement												
Construction				Construction Window								
Closeout										Substantial	Physical	Contract

FEES

**COST PLUS A FIXED FEE
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to authorize CONSULTANT invoices to be paid by the DEPARTMENT for the actual allowable cost and the FIXED additives plus a fixed fee in accordance with Attachment D – Provision 4 Invoices of this contract. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under 2 C.F.R. Part 200 Subpart E Cost Principles and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), as modified by Utah State law, administrative rules, regulations, or contract provisions.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 125.50% of the direct salary expense.
 - (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.
 - (c) If necessary and DEPARTMENT approved, any additional direct travel or lodging expenses incurred in fulfilling the terms of this contract will be reimbursed at actual costs up to the Government Services Administration (GSA) maximum allowed travel rates.
 - (d) If the CONSULTANT'S normal accounting practice is to include costs in (b) and (c) above as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of the CONSULTANT's accounting practices and in conformance to Federal Cost Principles.
 - (e) The fixed fee has been determined and agreed upon as 11.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$49,912.52. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. The CONSULTANT will prorate the fixed fee payment and invoice in proportion to the percentage of work completed. If the CONSULTANT has satisfactorily completed the services in ATTACHMENT C, any portion of the fixed fee payment not previously paid in the periodic payment may be invoiced in the final payment request.
 - (f) Guest meals (meals paid by a CONSULTANT or a CONSULTANT's employee for someone other than his/her self) will not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager.
2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan a contract modification for a change in compensation and/or time for completion must be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement must be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will invoice the LOCAL AUTHORITY and DEPARTMENT using the actual Wage Rates, FIXED Overhead Rate, prorated Fixed Fee amount, and any additional Direct Costs. The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days

after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office. The DEPARTMENT will make undisputed payments no later than 30-days after receiving CONSULTANT's invoices and progress reports for services performed. If an invoice is incorrect, defective, or otherwise improper, the DEPARTMENT will notify CONSULTANT within 15 days of discovering the error(s). After the DEPARTMENT receives the corrected invoice, the DEPARTMENT will pay CONSULTANT within 30-days of receiving such invoice.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and the DEPARTMENT due to federal funding requirements in 41 C.F.R. § 105 – 71.123, and/or the state fiscal constraints imposed upon it as a department of state government by the Budgetary Procedures Act, Utah Code Ann. § 63J-1-101 et seq. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract.

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a Consultant Project Evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager.

The DEPARTMENT'S Comptroller's Office has the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract must not exceed **\$1,015,259.41**. Contract overruns will not be paid.
7. **COST PROPOSAL:** The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in the following pages of Attachment D of this contract.

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman						
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BLACK, SEAN	INSPECTOR/TESTER	1,878	\$48.91	\$91,852.98
BROWN, SHERRY	OPERATIONS MANAGER	208	\$77.39	\$16,097.12
CARNAHAN, SKYLAR	RUNNER	70	\$26.22	\$1,835.40
CHAMBERLAIN, BRYAN	RESIDENT ENGINEER	360	\$99.07	\$35,665.20
QUIJANO, ROSS	INSPECTOR/TESTER	484	\$36.36	\$17,598.24
TURNER, CHERYL	CM DOCUMENTATION SPECIALIST	385	\$56.99	\$21,941.15
WINTERSTEIN, ALICIA	MATERIALS LAB SUPERVISOR	350	\$46.37	\$16,229.50
Total Hours:		3,735		
Total Direct Labor:				\$201,219.59
Overhead:			125.50%	\$252,530.59
Total Direct Labor plus Overhead:				\$453,750.18
Fixed Fee:			11.00%	\$49,912.52
Burdened Labor Cost:				\$503,662.70
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
AGGREGATE MOISTURE	EACH	15.0	\$25.000	\$375.00
ASPHALT BURN-OFF & GRADATION	EACH	28.0	\$195.000	\$5,460.00
ASPHALT CORES	EACH	38.0	\$40.000	\$1,520.00
ASPHALT GYRATORY TEST SET	EACH	21.0	\$190.000	\$3,990.00
ASPHALT OVEN CALIBRATION	EACH	2.0	\$250.000	\$500.00
ASPHALT RICE TEST SET	EACH	21.0	\$120.000	\$2,520.00
CONCRETE AGGREGATE GRADATION	EACH	52.0	\$130.000	\$6,760.00
GRADATION & PLASTICITY INDEX	EACH	4.0	\$250.000	\$1,000.00
PROCTOR	EACH	4.0	\$250.000	\$1,000.00
2025 MILEAGE REIMBURSEMENT	MILE	20,240.0	\$.700	\$14,168.00
Total Other Direct Charges:				\$37,293.00
Sub Consultant Costs				
Firm Name			Sub Total Cost	
WSP USA INC			\$474,303.71	
Total Sub Consultant Costs:			\$474,303.71	
Total Contract Cost:			\$1,015,259.41	

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman						
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane						

Employee Name	85C	87C	89C	91C	93C	97C	99C	Total
CHAMBERLAIN, BRYAN	10	170	170	0	0	0	10	360
BROWN, SHERRY	0	0	0	0	0	204	4	208
TURNER, CHERYL	20	170	170	0	0	0	25	385
BLACK, SEAN	8	0	0	1,870	0	0	0	1,878
WINTERSTEIN, ALICIA	0	0	0	0	340	0	10	350
QUIJANO, ROSS	8	0	0	476	0	0	0	484
CARNAHAN, SKYLAR	0	0	0	0	70	0	0	70

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

	85C	87C	89C	91C	93C	97C	99C											Total
Firm Activity Totals:	46	340	340	2,346	410	204	49											3,735
	85C	87C	89C	91C	93C	97C	99C											Total
Transaction Activity Totals:	80	736	360	4,471	410	204	149											6,410

*Sub to A E C O M TECHNICAL SERVICES, INC***UDOT CMS Contract Executive Summary**

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

Brief Description

This is a CEM contract for a reconstruct and widening of Farmington Main Street; Park Lane to Shepard Lane. The project will be completed in two seasons in 2025 and 2026.

UDOT PM: Jeff Erdman

WSP will perform construction engineering services for this project as described in the work plan.

Work by WSP is a sub-consultant to AECOM. WSP will comply with UDOT procedures including the Construction Manual of Instruction (CMO1) and the Minimum Sampling and Testing Requirements (MS&TR). WSP will provide construction engineering staff including a field engineer and inspectors, as a sub to AECOM. WSP will have no subcontractors on this contract.

Project Team

WSP will provide construction engineering staff including a field engineer and inspectors, as a sub to AECOM. WSP will have no subcontractors on this contract.

Assumptions

1. WSP will review documents for construction bidding.
2. Construction will be completed in two construction seasons, during 2025 & 2026.
3. Estimate includes 12 hours/week for Field Engineer during construction.
4. 34 Weeks full-time inspection.
5. An inspector will be onsite during construction activities (50 hours/week).
6. An Additional inspector will be onsite/available for onsite construction activities up to 25 hours/week.
7. The Contractor will work night shifts, or day shifts, not multiple shifts on the same day.
8. The Contractor will complete the punch list (substantial completion to physical completion) in 4 weeks.
9. Contract completion will be completed 4 weeks after physical completion.
10. Mileage for non-dedicated vehicles based on 70 miles roundtrip from the WSP Salt Lake office to jobsite plus 2 miles a day on-site.
11. Mileage rate based on 2025 IRS rate.
12. Electronic documentation will be used on this project with no need for WSP to print or produce copies.
13. Inspectors will perform onsite testing and sampling.
14. Concrete cylinders will be delivered to UDOT Region 1 lab for strength testing and results will be coordinated with RE Crew.

Phasing

N/A

Fee Type

Cost plus fixed fee using 11%

Sub to A E C O M TECHNICAL SERVICES, INC

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

Activity: 85C - PRECONSTRUCTION ACTIVITIES

Preconstruction activities occur prior to notice of award. The resident engineer or field engineer is responsible to perform the following:

- Attend meetings - PS&E Meeting (4V1) and Comment Resolution Meeting (5V1) and any additional meetings associated with the pre-advertisement activities
- Review and provide comments on the PS&E package and verify the disposition of comments at or prior to the Comment Resolution Meeting
- Review Limitations of Operations; Traffic Limitations, Right of Way requirements including cost-to-cure, utility requirements, environmental requirements, etc.
- Perform constructability reviews
- Support project advertising activities

Activity: 87C - CONSTRUCTION ENGINEERING MANAGEMENT

The resident engineer and field engineer perform construction engineering management services. These positions coordinate with the contractor and verify that the construction plans and specifications are followed in the field.

- Coordinate all construction activities with the contractor
- Conduct preconstruction activity meetings
- Conduct weekly update meetings
- Review all submittals and route submittals to proper reviewers for authorization
 - traffic control plans; maintenance of traffic
 - structures submittals (shop drawings)
- Attend weekly update meetings and develop meeting minutes
- Document all decisions made regarding the project
- Maintain a current resident engineer project diary
- Request and analyze schedule updates
- Provide request for information (RFI) as needed
- Manage third-party coordination
- Coordinate public involvement activities
- Facilitate claims review
- Facilitate final inspection; walk through; punch list
- Obtain and review as built drawings or models
- Process change orders
- Be onsite and in person to solve project issues when they arise
- Complete non-conformance reports (NCR) for all rejected materials and coordinate with the district engineer to reach an acceptable resolution with the contractor

Activity: 89C - PROJECT ADMINISTRATION

Construction administration involves all the activities performed by the construction personnel to uphold the project requirements as defined in the construction contract.

- Manage all submittals and place in Masterworks or in Projectwise as appropriate and according to proper naming conventions
- Process partial pay estimates
- Complete monthly status of time
- Do not pay for any items without receiving full documentation required by the contract - including buy america
- Complete all civil rights activities for compliance
 - Equal employment opportunity (EEO) interviews
 - Bulletin board inspection
 - Disadvantaged business enterprise (DBE) documentation
 - Prompt Payment
 - Wage Determinations
- Process subcontracts and ensure compliance with contract requirements
- Partnering
- Represent the Department for partnering on the project
- Determine level of formality for the partnering kickoff meeting
- Hold weekly partnering checkups during the weekly update meetings
- Monitor communication on all project levels

Activity: 91C - FIELD INSPECTION

Construction field inspection is a combination of being present in person and documenting all of the project's daily activities. Inspections must be performed using competent personnel to verify the contractor is in compliance with the construction contract. Provide the following at a minimum:

- Complete at least one daily progress report in Masterworks per shift worked providing pertinent information in all applicable data fields
- Use the submitted project schedule to track activities and record actual start and finish dates
- Be physically present during the entirety of any shift where work is performed and document what, where, when, how work was done
- Inspect traffic control on the project during every shift and notify the contractor immediately of any non-compliant devices or configurations
- Ensure projects are meeting SWPPP and/or MS4 environmental requirements

Activity: 99C - CONSTRUCTION CLOSEOUT

Project information obtained through contract administration, acceptance and verification testing, and inspection will be collated and reviewed to verify that all of the necessary documents are present to demonstrate compliance with the construction contract. Closeout will be performed in accordance with the comprehensive checklists in the construction manuals and guides. Perform the following:

- Hold post construction conference after substantial completion and generate a punch list for the contractor to complete prior to physical completion
- Provide adequate construction inspection and testing for items of work on the punch list
- Complete the closeout checklist prior to submitting the project for the Region Region Contract Specialist review; verify the project for compliance and completeness of all documentation

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
BICE, CORY	CS ENGINEER	MASTERS OF ENGINEERING	UT-4939077-2203	448	\$89.11	\$91.49	NTP	
CLINE, MICHELLE	LEAD ENGINEER	BSCE	UT-369522-2202	1	\$83.67	\$85.90	NTP	
SOUTH, MARC	INSPECTOR	HS		1,760	\$59.55	\$61.14	NTP	
YOUNG, TAMMY	SR PROJECT ACCOUNTANT	NA		9	\$53.45	\$54.88	NTP	
ALBA, JOEL	CS INSPECTOR	NA		457	\$48.00	\$49.28	NTP	
				Total Hours for WSP USA INC:		2,675		
Pay Rate Variance Explanation								
WSP estimates giving 4% raises to all employees with an anniversary date of January 1st. Since the contract duration is 18 months, WSP has prorated the increase over the contract's life at 2.67%.								

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

Alternate Staff									
Employee Name	Contract Job Title		Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
SMITH, SHAWNA	SR. ENGINEER		BS	UT-4860827	0	\$72.76	\$72.76	NTP	
THACKER, TODD	CS INSPECTOR		N/A		0	\$44.59	\$44.59	NTP	
GARCIA, CARLOS	FIELD TECH		BA		0	\$27.81	\$27.81	NTP	

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman						
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
ALBA, JOEL	CS INSPECTOR	457	\$49.28	\$22,520.96
BICE, CORY	CS ENGINEER	448	\$91.49	\$40,987.52
CLINE, MICHELLE	LEAD ENGINEER	1	\$85.90	\$85.90
SOUTH, MARC	INSPECTOR	1,760	\$61.14	\$107,606.40
YOUNG, TAMMY	SR PROJECT ACCOUNTANT	9	\$54.88	\$493.92
Total Hours:		2,675		
Total Direct Labor:				\$171,694.70
Overhead:			141.45%	\$242,862.16
Total Direct Labor plus Overhead:				\$414,556.86
Fixed Fee:			11.00%	\$45,601.25
Burdened Labor Cost:				\$460,158.11
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
MILEAGE AS OF 1-6-25	MILE	20,208.0	\$.700	\$14,145.60
Total Other Direct Charges:				\$14,145.60
Total Cost for WSP USA INC:				\$474,303.71

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Jeffrey Erdman					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

Employee Name	85C	87C	89C	91C	99C	Total
BICE, CORY	10	396	10	0	32	448
CLINE, MICHELLE	0	0	1	0	0	1
SOUTH, MARC	12	0	0	1,700	48	1,760
YOUNG, TAMMY	0	0	9	0	0	9
ALBA, JOEL	12	0	0	425	20	457

Insurance

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance must be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Full Coverage Exception	Aggregate Coverage Exception	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	N	4/6/2026	ACE AMERICAN INSURANCE CO.	ISA H11 370 494	\$3,000,000	\$0	Y
GENERAL LIABILITY	N	N	4/1/2026	ACE AMERICAN INSURANCE CO.	HDO G48 971 714	\$2,000,000	\$4,000,000	Y
QUALIFIED HEALTH COVERAGE	N	N	9/27/2025	XXXX	XXXX	\$0	\$0	N
PROFESSIONAL LIABILITY	N	N	4/1/2026	ILLINOIS UNION INS CO	EON G21 654 693 005	\$3,000,000	\$3,000,000	N
UNMANNED AERIAL VEHICLE (UAV)	N	N	1/31/2026	STAR SURPLUS LINES	SAS LAM R63 657125-01	\$50,000,000	\$0	N
WORKERS COMPENSATION	N	N	4/1/2026	ACE AMERICAN INSURANCE CO.	WLR C72 792 300 (AOS)	\$3,000,000	\$0	N

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: David Petersen – Community Development Director
Date: 6/17/2025
Subject: Lyon Meadows PUD Overlay Enabling Ordinance. (S-9-24)

RECOMMENDED MOTION

Move that the City Council approve the enclosed enabling ordinance establishing a Planned Unit Development (PUD) overlay for the Lyon Meadows development.

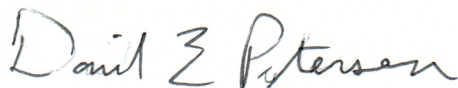
Findings:

1. The City Council, after receiving a recommendation from the Planning Commission, approved the Schematic Subdivision Plan and Preliminary PUD Master Plan for the Lyon Meadows PUD on October 1, 2024.
2. The City Council, also approved a development agreement and deed restriction regarding the PUD on November 12, 2024.
3. The Planning Commission approved the preliminary plat for the development on June 5, 2025.
4. As part of the PUD process the City Council must approve an enabling ordinance enacting a PUD Overlay as per Section 11-27-040 of the Farmington City Zoning Ordinance.

Supplemental Information

1. Enabling Ordinance;
2. Vicinity Map.

Respectfully submitted,



David Petersen
Assistant Community Development Director

Review and concur,



Brigham Mellor
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2025 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 1502 NORTH FRONTAGE ROAD FROM LR TO LR (PUD) (APPLICATION S-9-24).

WHEREAS, the Farmington City Planning Commission has held a public hearing and reviewed and made a recommendation to the City Council concerning the proposed Planned Unit Development (PUD) overlay or Zoning Map amendment regarding the Lyon Meadows Planned Unit Development, pursuant to State Law and the Farmington City Zoning Ordinance; and

WHEREAS, the City Council of Farmington City finds that such Zoning Map amendment should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Amendment. That certain real property located at approximately 1502 North Frontage Road presently zoned LR as shown on the Farmington City Zoning Map, is hereby changed and rezoned to LR (PUD) as more particularly described and/or illustrated in Exhibit "A", attached hereto and incorporated herein by this reference, and the Farmington City Zoning map and Ordinance is correspondingly amended.

Section 2. Effective Date. This Ordinance shall take effect immediately upon posting or thirty (30) days after final passage by the City Council, whichever is closer to the date of final passage.

DATED this 17th day of June, 2025.

FARMINGTON CITY

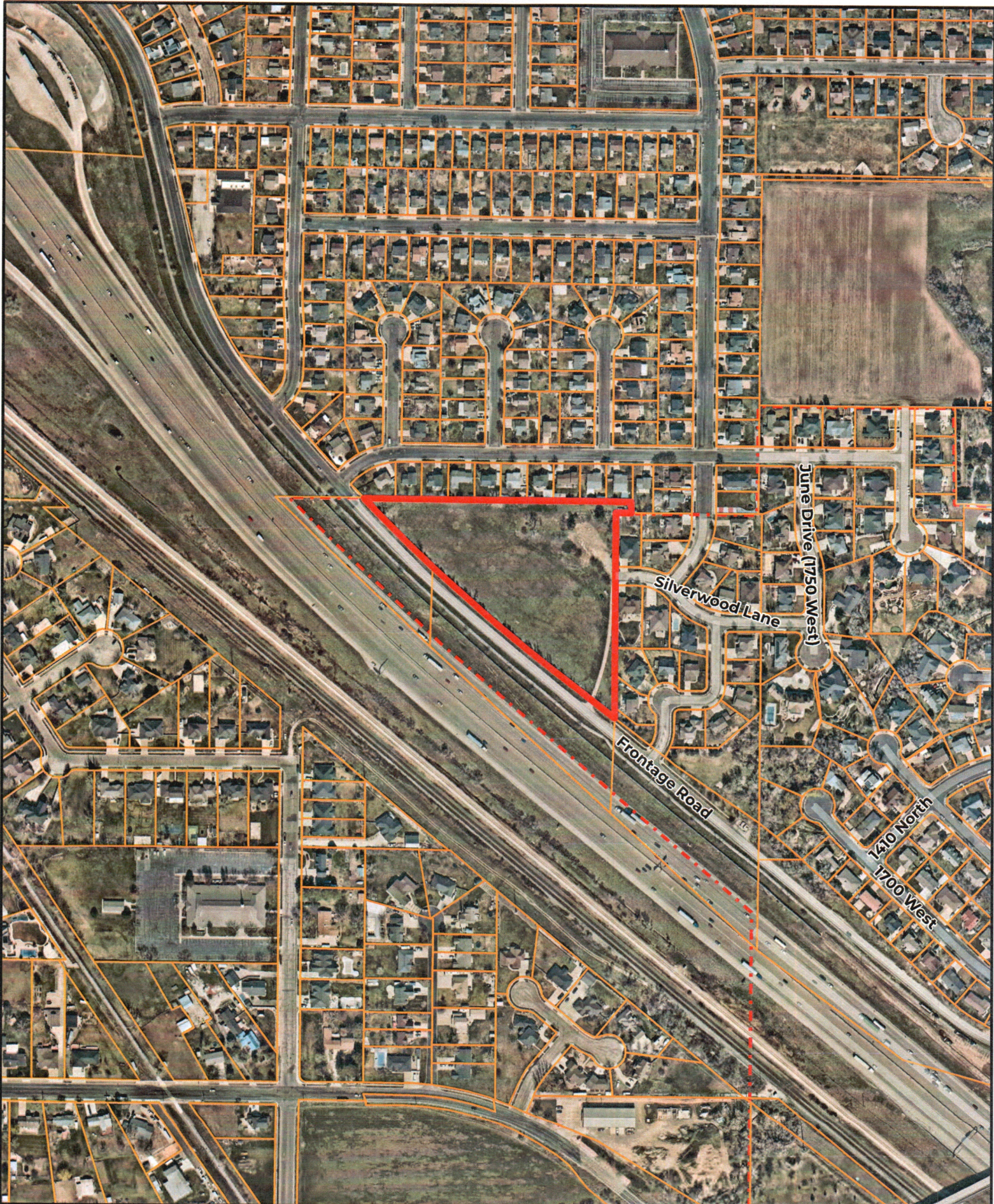
ATTEST:

Brett Anderson, Mayor

DeAnn Carlile, City Recorder

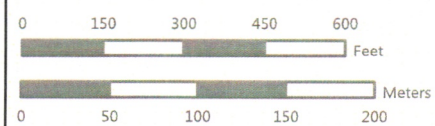
EXHIBIT "A"

A PARCEL OF LAND LOC IN THE SW 1/4 OF SEC 11-T3N-R1W, SLB&M, & BEING MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE N R/W LINE OF THE FRONTAGE RD OF INTERSTATE 15, SD PT LIES 70.69 FT S $89^{\circ}43'09''$ E ALG THE N LINE OF THE SW 1/4 OF SD SEC 11 & 1310.20 FT S $00^{\circ}04'40''$ W FR THE W 1/4 COR OF SD SEC 11, SD PT BEING THE SW COR OF WILLOW BEND SUB NO 4; & RUN TH S $89^{\circ}58'27''$ E 786.21 FT ALG THE S LINE OF SD SUB & WILLOW BEND SUB NO 5 & OAKRIDGE HIGHLANDS NO 5 SUB TO A BEND IN THE S BNDRY LINE OF SD OAKRIDGE HIGHLANDS NO 5 SUB; TH S $00^{\circ}01'33''$ W 35.00 FT ALG THE BEND LINE IN THE S BNDRY OF SD OAKRIDGE HIGHLANDS NO 5 SUB TO A PT ON THE N BNDRY LINE OF SILVERWOOD SUB; TH ALG SD BNDRY THE FOLLOWING TWO (2) COURSES: 1) N $89^{\circ}58'03''$ W 47.65 FT, 2) S $00^{\circ}09'20''$ E 599.01 FT TO A PT ON THE N R/W LINE OF THE FRONTAGE RD OF INTERSTATE 15; TH LEAVING THE BNDRY OF SD SILVERWOOD SUB & TRAVERSING ALG THE N R/W LINE OF SD FRONTAGE RD THE FOLLOWING THREE (3) COURSES: 1) N $52^{\circ}50'06''$ W 202.76 FT TO THE PT OF CURVATURE OF A 5000.00 FT RAD CURVE TO THE RIGHT, 2) NW'LY 440.25 FT ALG THE ARC OF SD CURVE THROUGH A CENTRAL ANGLE OF $05^{\circ}02'42''$ (CHORD BEARING & DIST BEING N $50^{\circ}18'45''$ W 440.12 FT) TO THE PT OF CONCAVE CURVATURE OF A 5679.58 FT RAD CURVE TO THE RIGHT, 3) NW'LY 332.95 FT ALG THE ARC OF SD CURVE THROUGH A CENTRAL ANGLE OF $03^{\circ}21'32''$ (CHORD BEARING & DIST BEING N $46^{\circ}06'38''$ W 332.91 FT) TO THE SW COR OF WILLOW BEND SUB NO 4 SD PT BEING THE POB. CONT. 5.717 ACRES



VICINITY MAP

Lyon Meadows PUD



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

CITY COUNCIL RESOLUTION NO. 2025-

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

WHEREAS, according to the Farmington City Code of Ordinances, Two (2) [Planning Commission Alternates] may be appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, an alternate member may take the place and serve in the same capacity as a regular member in the event that a regular member of the Planning Commission is absent from a meeting; and

WHEREAS, the Mayor has interviewed and is appointing a new individual for service as a Planning Commission Alternate.

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

Section 1. Appointment. Eve Smith is hereby appointed to serve as an alternate member of the Farmington City Planning Commission. The appointed individuals shall serve at the pleasure of the City Council and their appointment shall be subject to the ordinance, rules and regulations of Farmington City.

Section 2. Term. In accordance with Section 11-3-020 of the Farmington City Ordinances, the appointment shall be for a term of 1 year to expire on 12/31/2025. This term may be renewed annually at the discretion of the mayor, with the advice and consent of the city council.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 17th DAY OF JUNE 2025.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile
City Recorder

By: _____
Brett Anderson, Mayor

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Greg Davis
Date: June 12, 2025
Subject: **May 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

FARMINGTON CITY – CITY COUNCIL MINUTES

June 3, 2025

WORK SESSION

Present:

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

*Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen,
Finance Director Greg Davis,
Assistant Finance Director Levi Ball,
City Parks and Recreation Director Colby
Thackeray, and
City Lobbyist Eric Isom.*

Mayor **Brett Anderson** called the work session to order at 6:12 p.m. Councilmember **Melissa Layton** was excused.

PARKS & RECREATION MASTER PLAN PRESENTATION

Parks and Recreation Director **Colby Thackeray** turned the discussion over to Landmark Design, a firm specializing in landscape architecture, community planning, and urban design. Planning Commissioners were also in attendance. **Lisa Benson**, a senior landscape architect and planner with Landmark Design, presented the Parks and Recreation Master Plan. The plan includes parks, open space, recreation, arts, culture, trails, implementation, and financial sustainability. Farmington's population is aging, and there is a broad set of ages overall to meet. According to research, Farmington is seeing a high use of facilities the City already has. The residents want to see items like more trees, greenery, a new and improved pool, expanded gym, trail improvements, improved park maintenance, preservation of natural open space, additional athletic courts, dog parks, skate parks, and upgrades to existing parks and playgrounds. The primary reason residents say they visit a specific Farmington park is its proximity to their home. There is a gap in the northeast corner of the City. Otherwise, walkability for most residents to a park is a half mile.

Benson's firm was hired to determine level of service, which is defined as calculating the existing acres of parks (110.2 acres) compared to the current population (26,291). The result is 4.19 acres per 1,000 people, which doesn't include the Davis County Western Sports Park (WSP), the Tom Owens Mill, or the City's new regional park. **Benson** said the future level of service should be 4.0 acres per 1,000 people, which is a slight decrease. So, from 2023 to 2050, Farmington should add 41.0 acres of additional parks. Opportunities for parks could be made part of future Development Agreements. Farmington should consider splash pads, water play features, skate parks, and off-leash dog parks in the future, as the City currently doesn't have any of these.

According to a survey, 56% of Farmington residents want a new aquatics facility, and 44% want an improvement or expansion of the existing facility. Therefore, the plan recommends a feasibility study for an aquatic center and gym. Participation in recreational programs should

continue to stabilize and potentially increase. Farmington should periodically evaluate program offerings including options for adaptive, nontraditional, senior, and diversity.

Some 51% of survey respondents say they never use the community arts center. **Benson** said residents also want to see broadened programs and events, increased presence of public arts, and a revival of the Arts Committee.

Many say Farmington offers the right amount of trails and recreation. Residents, especially those with children, frequently use trails. They would like to see more restrooms, linking of neighborhoods to trails, additional signage, better trail and mile markers, more pet waste disposal stations, and more interconnected trails. Farmington's existing trail network extends 37.4 miles, 22 miles of which are paved. A wayfinding and signage master plan may be needed. Standards and improvements can be implemented as part of the Active Transportation Master Plan. Councilmember **Scott Isaacson** said these plans should consider bike accessibility, as many residents have told him that they can't get to trails on their bikes without going through busy intersections.

Farmington may want to consider constructing restrooms at all planned trailheads. Considering Farmington's 15 existing parks, cemetery, gym, pool, community art center, open space, and trails, the City has 160.5 acres to maintain. There are more than 36 acres of other public land such as detention basins and roadway landscaping to maintain.

Benson said rough costs of implementation of this plan, based on survey results, would be \$21 million to \$27 million by 2033. The City would need 10 additional full time equivalent employees in the next 10 years. The plan would be put out into the public sphere before adoption.

Community Development Director **Dave Petersen** said that according to State law, the Planning Commission is charged with preparation of the General Plan. The Planning Commission will get more input before the City Council approves it. An update of the Land Use Master Plan is going on now, and FFKR Architects are coming to a Planning Commission session on Thursday. That plan is almost ready to be adopted. The Parks Plan is an element of the General Plan, but it is a big element. He noted that tonight's presentation does not include the Tom Owens Mill, relocation of the skate park, or trails in mixed use areas, all of which Farmington is planning to address in the future. He wants to note that Farmington's skate park was the second of its kind in the State. City Manager **Brigham Mellor** said preservation has been planned 50 feet from the center of the creek, meaning anything going up against the creek in mixed use areas will be preserved for things like trail easements and open space.

Isaacson said this plan could be used to procure future funding from the State or grants. They often want to see how the City plans to use additional funding.

BUDGET DISCUSSION

Mellor said the Consolidated Fee Schedule needs a charge for when residents request stop signs and traffic studies, as it costs the City time and money to hire traffic consultants. Most times the requests doesn't meet the criteria, so a fee needs to help residents put their money where their mouths are.

Mellor also is considering asking the County to reimburse some 911 dispatch fees based on call volume and three-year averages. Farmington has been combined with Bountiful since January, and that will not be averaged out until the end of the calendar year. Over three years, the reimbursement due to Farmington may be about \$600,000. **Mellor** said he will figure out a way to get \$600,000 worth of resources from the County over time, as it is not worth it politically to press for an outright reimbursement. The Council asked for Finance Director **Greg Davis** to leave that reimbursement off of budget materials as a source of revenue. **Mellor** said he would rather do a budget opening for money coming in. The next thing Farmington will have to cooperate with Davis County for is the annexation of land near the widening of Glovers Lane. It will have to be annexed and utilities made available to it. Also, there is not a sidewalk along 200 East.

REGULAR SESSION

Present:

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

*Community Development Director Dave
Petersen,
Assistant City Manager/City Engineer Chad
Boshell,
Finance Director Greg Davis,
Assistant Finance Director Levi Ball,
Police Chief Austin Anderson,
Fire Chief Shelby Willis, and
City Lobbyist Eric Isom.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:05 p.m. Councilmember **Melissa Layton** was excused. Councilmember **Roger Child** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Scott Isaacson**.

PRESENTATION:

Update from Davis County Commissioner John Crofts

Davis County Commissioner **John Crofts** presented this agenda item. He said the Western Sports Park (WSP) is opening this summer. He will set up a tour for the Councilmembers and send out email invites. Many are signing contracts, and it will be a game-changer for the County that benefits Farmington City.

Crofts worked in Emergency Management for 21 years. The new Davis County Emergency Operations Center (EOC) being built near Station Park and should open late this year. It will be one of the State's best EOCs in his opinion. He noted that there are a lot of changes going on in

Emergency Management lately, including dramatic ones in Federal Emergency Management (FEMA). Things will be more of a community effort going forward.

Crofts also mentioned the Interstate 15 (I-15) expansion from 600 North in Salt Lake City to Highway 89, as well as the expansion of Legacy Highway to accommodate another lane of traffic both north and southbound.

BUSINESS:

Appointment of Shelby Willis as Fire Department Chief and administration of the Oath of Office

Mayor Anderson presented this agenda item. With the recent retirement of Chief **Rich Love**, Farmington conducted an extensive search for the right candidate to fill that role and met with several qualified candidates. **Shelby Willis** was vetted thoroughly by City Manager **Brigham Mellor**, **Love**, and others.

Willis has been a firefighter for 27 years. Her career includes service in the U.S. Air Force, a Bachelor's degree in Psychology from the University of South Florida, and a Master's degree in Emergency Management from Eastern Kentucky University. In 2018, she left a 20-year career at Largo Fire Rescue in Florida, where she served as the department's chief, to come to Utah and serve as Deputy Fire Chief in Ogden.

Mellor thanked **Chris Winter** for stepping up as Interim Chief as well as Assistant City Manager/City Engineer **Chad Boshell** for helping identify the right candidate for this position.

Motion:

Leeman moved that the City Council adopt the resolution to appoint **Shelby Willis** as Farmington's new Fire Chief and carry out the Oath of Office.

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

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

X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay

City Recorder **DeAnn Carlile** administered the oath of office.

Willis introduced her husband, **Victor**, of 34 years and son, **Brody**, who recently graduated from Bonneville High School. The family moved to Utah seven years ago because they love the outdoors and belonging to a community. In applying for this job, she discovered that Farmington treats their employees like family and was impressed when employees knew each other by their first names. She comes from a full-time fire department where none of the employees are part-time. Farmington would like to become a full-time department. Things will get more complex with a new fire station coming on board.

While her start date will be June 23, **Mellor** would like to include her in a number of issues the department is facing in the interim. A captain position opened up and he wanted **Willis** in on that hire. **Jeff Jarrow** recently resigned from the City to take a job as Tremonton's new fire chief.

Landmark Register Designation Request – James H. Wilcox home

Community Development Director **David Petersen** presented this agenda item. The home is at 1149 S. 200 East. Wilcox was Farmington City’s first mayor (1892-1896). Information from the Utah State Historic Preservation Office confirms that his home, constructed in 1890, became officially eligible for the National Register of Historic Places in May of 2017. A portion of the home was built in 1860. Farmington City Historic Preservation Commission (HPC) Chairman **David Barney** requested this designation. When the HPC met May 19, they found the home met five of the seven criteria although it only needed two. This designation could contribute to flexibility and open space in future development.

Motion:

Isaacson moved that the City Council adopt the ordinance (enclosed in the Staff Report) designating the James H. Wilcox home as an historic resource on the Farmington City Historic Landmark Register.

Findings 1-3g:

1. The James H. Wilcox Home is located within the corporate boundaries of Farmington City.
2. It currently is officially determined to be eligible for listing in the National Register of Historic Places (the “National Register”).
3. The James H. Wilcox Home meets 5 (**in bold—a, b, c, d, and e**) of the 7 criteria below necessary for Landmark Register Designation. [Note: Only compliance with 2 of the 7 criteria is required.]
 - a. **It is an easily identifiable visual feature of its neighborhood or the City because of its positioning, location, age, scale, or style, and it contributes to the distinctive quality or identity of its area in such a way that its absence would negatively affect the area’s sense of place;**
 - b. **It figures importantly into Farmington City’s founding or development through its uses, especially public uses;**
 - c. **It is associated with persons significant in the founding or development of Farmington City, especially the earliest settler families (1847-1900);**
 - i. James H. Wilcox was Farmington City’s Mayor 1892 to 1896.
 - d. **It is associated with events that have made a significant contribution to the founding or development of Farmington City;**
 - e. **It illustrates an important architectural form, style, or building technique, especially as an example of “local vernacular” (e.g. single- and two-story rock/adobe homes; simple brick Victorians) or as a singular example of form, style, or technique within the City;**
 - f. It has been used as a wayfinding landmark for at least fifty (50) years;
 - g. It has yielded, or may be likely to yield, information important in prehistory or history (eg. Archaeological sites).

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

Mayor Pro Tempore/Councilmember Alex Leeman
Councilmember Roger Child

X Aye ____ Nay
X Aye ____ Nay

Councilmember Scott Isaacson
Councilmember Amy Shumway

X Aye ____ Nay
X Aye ____ Nay

Zone Text Amendment to Chapter 11-35, Home Occupation Permitted Uses

City Attorney **Paul Roberts** presented this agenda item. The Planning Commission recently reviewed a Conditional Use application for an office building in a detached structure. The Commission directed Staff to consider a text amendment that would make this type of proposal a permitted use, saving time for reports, reducing time in meetings, and providing a more efficient and predictable process for applicants. The Planning Commission unanimously recommended the ordinance as enclosed in the Staff Report.

Roberts said the City sees enough of these, and the Commission repeatedly has the same conditions. He said the State is trying to get things to administration levels as soon as possible, and this amendment is consistent with that.

Motion:

Leeman moved that the City Council approve the enabling ordinance (included in the Staff Report) modifying Chapter 11-35.

Findings 1-2:

1. The proposed text amendment clarifies that a home occupation may conduct business off site like in the case of a handyman or landscaping business.
2. The amendment allows for more efficient processing of low-impact home occupations.

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

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

X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Surplus Property including a 2010 Ford 350 Ambulance, 2017 Stihl Chain Saw, 2011 Honda F220A Tiller, 2005 Ford F450, 2011 Stihl Chain Saw, 2012 Dolmar Saw PC-7414, and Wacker BS600 Rammer.
- Item 2: The Trail – Evergreen Subdivision Amended Plat subject to final location of easements being verified by Staff before recording of new mylar. The proposed plat amendment correctly aligns easements with the final site plan design for The Trail. A subdivision plat was recorded for The Trail in 2024 in order to convey property to the City, dedicate Right of Way, and create a lot where construction of an office building could take place. The plat also showed the lot where The Trail apartment building would be constructed and included easements for providing utilities to the site. As design of The

Trail progressed, it was determined that utility lines would be relocated slightly and certain utilities would be a private system which wouldn't require the easements currently in place. No new lots are created, and no property boundaries are modified. The proposal is primarily for a technical purpose to accommodate a project long in the works.

- Item 3: Chip Seal FY 2026 Road Maintenance Project Bid from Advanced Paving & Construction for the construction of road maintenance improvements in the amount of \$149,237.10 to be paid from various street maintenance funds. The project includes chip seal, sweeping, and fog sealing.
- Item 4: Crack Seal FY 2026 Road Maintenance Project Bid from Asphalt Preservation for the construction of road maintenance improvements in the amount of \$41,700 to be paid from various street maintenance funds. Construction will begin in July and will include crack sealing throughout the City.
- Item 5: Onyx FY 2026 Road Maintenance Project Bid from Morgan Pavement for the construction of road maintenance improvements in the amount of \$39,393.64 to be paid from various street maintenance funds. Construction will begin in July and includes installing frictional mastic surface treatment asphalt aggregate.
- Item 6: Overlays FY 2026 Road Maintenance Project Bid from BH Inc for the construction of road maintenance improvement in the amount of \$940,000 to be paid from various street maintenance funds. Construction will begin in July and includes lowering and raising manholes, milling, overlays, and leveling course.
- Item 7: Approval of Minutes for May 20, 2025.

Isaacson said he would send some comments about the road contract forms to **Roberts**. There is no need to change or renegotiate those on the agenda tonight. However, he was curious why there were four different contracts. **Boshell** said he used to do them all as one project. However, none of the companies can do all of the work. Since they have proprietary equipment, they were usually subbing the work out.

Motion:

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

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

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

X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay

GOVERNING BODY REPORTS:

City Manager Report

Mellor said that Police Chief **Austin Anderson** is auditing the evidence room and considering work station changes. Since most of the fingerprinting can be done on the County level, the Consolidated Fee Schedule reflects dropping this service on the City level. He is also drafting a letter to area schools reflecting the decision to discontinue the Drug Abuse Resistance Education (DARE) program. While there is little proof in the effectiveness of the program, it does provide an opportunity for officers to get to know students. Farmington will continue to create similar

opportunities. They are considering adopting the Nurturing, Opportunities, Values, and accountability (NOVA) program used to teach youth valuable life skills and encourage positive development.

Councilmember **Amy Shumway** doesn't want to get rid of student interaction with law enforcement. She suggested letting kids sit in a cop car during Festival Days. Farmington needs to be purposeful in creating ongoing interaction.

Mayor Anderson and City Council Reports

Isaacson said the mosquito abatement operations are going to be rebuilt in Kaysville. He helped interview and select an architect for the project.

Although it is a State issue, he is concerned with children riding little motorcycles. **Mellor** said it is controversial and the Legislature has been hesitant to tackle the issue of what constitutes a bicycle vs. a motorcycle. **Child** said he has seen four children on one motorcycle before.

Mayor Anderson said he was one of 40 governors invited to Governor **Spencer Cox**'s mansion to discuss Utah's housing issues. Without reservation, **Cox** said the housing issue is Utah's single biggest issue, as it is ranked eighth worst in the country for overall housing affordability and finding starting homes. Ten years ago, the average age for first-time homeowners was 30; now it is 38. The trend is that multiple families are living in one home, and inventory is part of the solution.

The State needs to find a way to make home ownership more attainable or it will become known as the Palo Alto of the Rockies. To handle this problem, states such as Texas have proceeded with Legislative action enabling 30 units per acre as a matter of right. If cities in Utah can't solve the problem, **Cox** said the State will by pre-emptive legislation. He wants cities to be more robust in helping first-time homeowners. **Anderson** said **Cox** realizes that many of Utah's current residents don't want this, but that isn't helping the situation. If cities aren't going to fix the problem, the Utah Legislature will.

Mayor Anderson suggested reaching out to **Spencer Boyer** about revisiting the Old Farm plan to include truly affordable starter homes in the mix. Farmington should give this project the extra density needed to enable starter homes.

Councilmember **Alex Leeman** said that when the whole State gets up-zoned, the fall out will come to cities, who will have no say. **Shumway** said cities currently have no tools to help regulate home ownership. **Anderson** agreed, saying investors, corporations, and companies are managing high rents that make saving for homes impossible. The Legislature is fixated on this spiraling issue.

Leeman suggested a starter homeownership ordinance to deed-restrict homes so they never become a rental and they are owner-occupied at all times. The homeowner ordinance could be part of Farmington's approval process. **Roberts** said owner occupation can't be required, but it could be incentivized. Farmington has affordable housing funds that have to be spent, and they could be leveraged for first-time homebuyers. **Isaacson** suggested a reduction in impact fees as an incentive.

Mellor said Covenants, Conditions, and Restrictions (CC&Rs) prohibiting rentals could be made part of future Development Agreements. He said some Homeowner's Associations (HOAs)

make similar CC&Rs, just to have them later amended. He said **Leeman**'s idea should be tested. If the exchange is density, it improves the probability of that being entered into voluntarily.

Mayor Anderson said Farmington has an awesome corner at State and Main that is grossly underutilized. The City also owns the park by the Post Office. **Mellor** said Wells Fargo Bank is relocating within the City. There are lots of opportunities to make this area a landmark and low-key gathering place secondary to Station Park.

Regarding affordable housing, **Isaacson** said what was considered "middle class" has changed since the 1950s and 1960s. The expectation of basic homes has changed, and the average standard of living is higher now.

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 8:32 p.m.

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

Mayor Pro Tempore/Councilmember Alex Leeman

X Aye ____ Nay

Councilmember Roger Child

X Aye ____ Nay

Councilmember Scott Isaacson

X Aye ____ Nay

Councilmember Melissa Layton

X Aye ____ Nay

Councilmember Amy Shumway

X Aye ____ Nay

DeAnn Carlile, Recorder