

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

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

### **WORK SESSION – 6:00 p.m.**

- Consolidated Fee Schedule and Budget Amendment discussion
- Discussion of regular session items upon request

### **REGULAR SESSION – 7:00 p.m.**

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

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

#### **PRESENTATION:**

- Student of the Month Rhett Hinkley [page 3](#)

#### **PUBLIC HEARINGS:**

- Adoption of FY26 Budget Amendment #1 – Municipal Budget [page 5](#)
- Amending the Consolidated Fee Schedule (CFS) [page 17](#)

#### **BUSINESS:**

- Consideration of an agreement for Alternate Standards for the Sorrel Springs Subdivision [page 54](#)

#### **SUMMARY ACTION:** [page 75](#)

1. Approval of Minutes for 09.16.25 [page 76](#)
2. Fraud Risk Assessment [page 87](#)

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

- City Manager Report
- Mayor Anderson & City Council Reports

#### **ADJOURN**

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov) and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn). Posted on August 28, 2025*

# CITY COUNCIL AGENDA



## PRESENTATION

AGENDA TITLE: Student of the Month – Rhett Hinkley

MEETING DATE: October 7, 2025

# Farmington City Student of the Month

## Rhett Hinkley



Rhett Hinkley is a wonderful example of what a student should be. He's responsible for his own behavior and actions and he helps the school by serving as a student body officer. His leadership effects others both in and out of the classroom. Rhett is a positive young man with a great attitude. He's an example of academic excellence in his focused efforts in class and on his homework. Overall, Rhett is just a terrific young man to be around and we are all better off because he's around.

Nomination by: Karen Stoddard

# CITY COUNCIL AGENDA



## PUBLIC HEARING

AGENDA TITLE: Adoption of FY26 Budget Amendment #1 – Municipal Budget

PRESENTED BY: Levi Ball

DEPARTMENT: Finance Director

MEETING DATE: October 7, 2025





160 S Main  
Farmington Utah 84025

## CITY COUNCIL STAFF REPORT FOR OCTOBER 7, 2025

To: Mayor and City Council  
From: Levi Ball  
Date: September 30, 2025  
Subject: **Adoption of FY26 Budget Amendment #1 – Municipal Budget**

### RECOMMENDATIONS

1. Review the attached narrative and schedules
2. Hold a public hearing on October 7, 2025
3. Consider and approve a resolution to amend the FY26 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  
Finance Director

Review and concur,

Brigham Mellor  
City Manager

# NARRATIVE

## BUDGET AMENDMENT #1 FOR FY26

### Table of Contents

A.	Fire Engine Pump Repair (\$17,000 exp increase) .....	2
B.	Ambulance Medicaid Uniform Assessment QAZ Fee (\$10,000 exp increase) .....	2
C.	Police ICAC Grant Awarded (\$10,000 rev & exp increase) .....	2
D.	Building Cameras Annual Lease Payment (\$17,600 exp reallocation).....	2
E.	Historic Preservation Commission – Operating Budget (\$6,000 exp increase) .....	3
F.	Developer Impact Fee Reimbursements - Evergreen (\$238,000 exp increase).....	3
G.	Dump Bed for Truck Unit #416 (\$105,000 exp increase, carryover) .....	3
H.	Developer Impact Fee Reimbursements – CW Mgmt (\$33,080 exp reallocation) .....	3

**A. Fire Engine Pump Repair (\$17,000 exp increase)**

*General Fund #10 – Fire Department*

*One-time Change*

The City owns an older heavy rescue fire truck built in 2004. Unexpected one-time expensive repairs are needed to replace a foam injection pump.

**B. Ambulance Medicaid Uniform Assessment QAZ Fee (\$10,000 exp increase)**

*Ambulance Fund #55 – Fire Department*

*Ongoing Change*

This provider assessment fee is determined by the state and imposed uniformly to ambulance providers. The fee makes it possible for ambulance providers to take advantage of state matching funds in order to enhance Medicaid reimbursements. The ambulance revenue we receive from Medicaid is higher than it would otherwise be without this program. The current ongoing budget for this fee is \$30,000. Recent payments indicate that we will end up paying close to \$40,000 annually going forward.

**C. Police ICAC Grant Awarded (\$10,000 rev & exp increase)**

*General Fund #10 – Police Department*

*One-time Change*

The Police Department applied for and was awarded a \$10,000 grant to support the Internet Crimes Against Children (ICAC) Task Force. This grant will pay for equipment and overtime shifts when our officers work on this task force. This budget amendment will increase the expenditure budgets as well as an offsetting revenue.

The Internet Crimes Against Children (ICAC) Task Force Program was developed in 1998 in response to the increasing number of children using the internet and other technology, the proliferation of child sexual abuse material, and the heightened online activity by predators seeking unsupervised contact with children.

The Utah ICAC Task Force was created in 2000 and is one of 61 ICAC task forces in the country. Because so many internet crimes against children cross state lines, the ICAC task forces work closely together (very unique compared to other police task forces). The 61 task forces are a coordinated national network, representing over 5,400 federal, state, and local law enforcement, dedicated to investigating, prosecuting, and developing effective responses to internet crimes against children.

**D. Building Cameras Annual Lease Payment (\$17,600 exp reallocation)**

*General Fund #10 – Parks & Building Departments*

*Ongoing Change*

There is no budget increase for this amendment. This is simply to move the existing budget from one department to another to satisfy an accounting change requirement for leases. Shifting the ongoing budget out of both the Parks and Building Departments and into a set of accounts for debt service.

**E. Historic Preservation Commission – Operating Budget (\$6,000 exp increase)**

*General Fund #10 – Community Development Department*

*One-time Change*

The Historic Preservation Commission is requesting an additional \$6,000 in one-time budget in order to pursue historic preservation efforts such as an analysis of a historic barn structure, historic plaque program subsidies and informational signage, structure relocation or improvement costs, etc.

**F. Developer Impact Fee Reimbursements - Evergreen (\$238,000 exp increase)**

*Capital Street Improvements Fund #38 & Storm Water Fund #54*

*One-time Change*

An agreement was made with the developer for “The Trail” apartment complex currently under construction. This budget amendment is to establish the budget in order to pay the impact fees owed to the developer above the impact fee credits already given per the agreement. \$171,000 will come from Transportation Impact Fees and \$67,000 will come from Storm Water Impact Fees. This was not included in the original FY26 budget due to the timing and amounts being unknown at that time.

**G. Dump Bed for Truck Unit #416 (\$105,000 exp increase, carryover)**

*Class C Roads / Local Hwy Fund #11*

*One-time Change*

In FY25 a budget request of \$115,000 was approved for the purchase of this dump bed. The bed was delayed which pushed the purchase into FY26. This budget amendment is to re-establish the prior year budget. The actual cost ended up being \$105,000.

**H. Developer Impact Fee Reimbursements – CW Mgmt (\$33,080 exp reallocation)**

*Park Improvement Fund #42*

*Ongoing Change*

There is no budget increase for this amendment. This is simply to move the existing budget from a contra revenue account to an expenditure account. This is an accounting presentation change only.

# FUND BUDGETS AMENDED BY FY26 Budget Amendment #1

Fiscal Year Ending June 30, 2026

Farmington City Corporation

Adopted Budget	BA #1	Budget After BA #1
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## GOVERNMENTAL FUNDS

### General Fund (10)

#### Revenues:

Taxes Received	15,237,000		15,237,000
Intergovernmental	528,549	10,000	538,549
Licenses, Permits, Fees Received	1,328,600		1,328,600
Cost Sharing, Contributions Received	227,000		227,000
Charges for Services Revenue	293,200		293,200
Interest & Investment Earnings	150,200		150,200
Transfers In	720,000		720,000
Misc Revenue	50,000		50,000
Revenue total	18,534,549	10,000	18,544,549

#### Expenditures:

Administration	1,326,898		1,326,898
Buildings	701,968	(8,800)	693,168
City Attorney	495,901		495,901
City Manager and Economic Development	390,863		390,863
Community Development	1,473,704	6,000	1,479,704
Engineering	251,094		251,094
Fire	2,925,022	17,000	2,942,022
Legislative	161,767		161,767
Parks & Cemetery	1,661,894	(8,800)	1,653,094
Police	5,693,707	10,000	5,703,707
Streets	763,351		763,351
Debt service for equipment	56,000	17,600	73,600
Transfers Out	2,434,553		2,434,553
Total Expenditures	18,336,723	33,000	18,369,723

Net change in fund balance	197,826	(23,000)	174,826
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**FUND BUDGETS AMENDED BY FY26 Budget Amendment #1****Fiscal Year Ending June 30, 2026****Farmington City Corporation**

	Adopted Budget	BA #1	Budget After BA #1
<b>Special Revenue - RDA US HWY 89 (20)</b>			
Revenue	3,600		3,600
Transfer In	-		-
Expenditures	12,000		12,000
Transfers Out	-		-
Net change in fund balance	(8,400)	-	(8,400)
<b>Special Revenue - RDA Station Park (22)</b>			
Revenue	22,100		22,100
Transfers In	-		-
Expenditures	3,000		3,000
Transfers Out	-		-
Net change in fund balance	19,100	-	19,100
<b>Debt Service - RAP Tax Bond (30)</b>			
Revenue	651,700		651,700
Transfers In	-		-
Expenditures	-		-
Transfers Out	650,000		650,000
Net change in fund balance	1,700	-	1,700
<b>Debt Service - 2015 G.O Park Bond (35)</b>			
Revenue	413,300		413,300
Transfers In	-		-
Expenditures	411,000		411,000
Transfers Out	40,000		40,000
Net change in fund balance	(37,700)	-	(37,700)

**FUND BUDGETS AMENDED BY FY26 Budget Amendment #1****Fiscal Year Ending June 30, 2026****Farmington City Corporation**

	Adopted Budget	BA #1	Budget After BA #1
<b>Capital Projects - Class C Roads (11)</b>			
Revenue	2,052,000		2,052,000
Transfers in	-		-
Expenditures	1,734,642	105,000	1,839,642
Transfers Out	-		-
Net change in fund balance	317,358	(105,000)	212,358
<b>Capital Projects - Govt Buildings (37)</b>			
Revenue	443,362		443,362
Transfers In	-		-
Expenditures	90,149		90,149
Transfers Out	-		-
Net change in fund balance	353,213	-	353,213
<b>Capital Projects - Streets (38)</b>			
Revenue	2,218,284		2,218,284
Transfers In	152,000		152,000
Expenditures	943,000	171,000	1,114,000
Transfers Out	-		-
Net change in fund balance	1,427,284	(171,000)	1,256,284
<b>Capital Projects - Equipment (39)</b>			
Revenue	49,000		49,000
Transfers In	450,000		450,000
Expenditures	410,404		410,404
Transfers Out	-		-
Net change in fund balance	88,596	-	88,596



**FUND BUDGETS AMENDED BY FY26 Budget Amendment #1****Fiscal Year Ending June 30, 2026****Farmington City Corporation**

	<b>Adopted Budget</b>	<b>BA #1</b>	<b>Budget After BA #1</b>
<b>Capital Projects - Land Acquisition (40)</b>			
Revenue	10,996,400		10,996,400
Transfers In	-		-
Expenditures	-		-
Transfers Out	-		-
Net change in fund balance	10,996,400	-	10,996,400
<b>Capital Projects - Park Improvements (42)</b>			
Revenue	1,759,840	33,080	1,792,920
Transfers In	-		-
Expenditures	439,149	33,080	472,229
Transfers Out	-		-
Net change in fund balance	1,320,691	-	1,320,691
<b>Capital Projects - Capital Fire (43)</b>			
Revenue	542,173		542,173
Transfers In	-		-
Expenditures	-		-
Transfers Out	-		-
Net change in fund balance	542,173	-	542,173
<b>Permanent Fund - Cemetery Perpetual Care (48)</b>			
Revenue	14,200		14,200
Transfers In	-		-
Expenditures	-		-
Transfers Out	-		-
Net change in fund balance	14,200	-	14,200

# FUND BUDGETS AMENDED BY FY26 Budget Amendment #1

Fiscal Year Ending June 30, 2026

Farmington City Corporation

	Adopted Budget	BA #1	Budget After BA #1
<b>ENTERPRISE FUNDS</b>			
<b>Water Fund (51)</b>			
Revenue	5,435,315		5,435,315
Transfers In	-		-
Expenditures	10,963,432		10,963,432
Transfers Out	-		-
Change in Net Position	(5,528,117)	-	(5,528,117)
<b>Sewer Fund (52)</b>			
Revenue	3,966,700		3,966,700
Transfers In	-		-
Expenditures	3,969,376		3,969,376
Transfers Out	-		-
Change in Net Position	(2,676)	-	(2,676)
<b>Garbage Fund (53)</b>			
Revenue	2,507,300		2,507,300
Transfers In	-		-
Expenditures	2,471,839		2,471,839
Transfers Out	-		-
Change in Net Position	35,461	-	35,461
<b>Storm Water Fund (54)</b>			
Revenue	2,218,874		2,218,874
Transfers In	-		-
Expenditures	3,133,345	67,000	3,200,345
Transfers Out	30,000		30,000
Change in Net Position	(944,471)	(67,000)	(1,011,471)

**FUND BUDGETS AMENDED BY FY26 Budget Amendment #1****Fiscal Year Ending June 30, 2026****Farmington City Corporation**

	Adopted Budget	BA #1	Budget After BA #1
<b>Ambulance Fund (55)</b>			
Revenue	855,600	(10,000)	845,600
Transfers In	-		-
Expenditures	1,222,990		1,222,990
Transfers Out	-		-
Change in Net Position	(367,390)	(10,000)	(377,390)
<b>Transportation Fund (56)</b>			
Revenue	872,700		872,700
Transfers In	-		-
Expenditures	931,000		931,000
Transfers Out	-		-
Change in Net Position	(58,300)	-	(58,300)
<b>Recreation Fund (60, 67)</b>			
Revenue	1,043,589		1,043,589
Transfers In	1,832,553		1,832,553
Expenditures	2,864,115		2,864,115
Transfers Out	-		-
Change in Net Position	12,027	-	12,027

**RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEAR ENDING 6-30-26**

**WHEREAS**, upon proper review and consideration, the City Council has held a public hearing concerning proposed amendments to its FYE 6-30-26 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 6-30-26 Municipal Budget Amendment.** The attached document entitled ‘Fund Budgets Amended by FY26 Budget Amendment #1’, incorporated herein by reference, is hereby adopted.

**Section 2. Miscellaneous Provisions.**

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

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

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 7th DAY OF OCTOBER, 2025.**  
**ATTEST** **FARMINGTON CITY**

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DeAnn Carlile,  
City Recorder

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Brett Anderson,  
Mayor

# CITY COUNCIL AGENDA



## PUBLIC HEARING

AGENDA TITLE: Amending the Consolidated Fee Schedule

PRESENTED BY: Levi Ball

DEPARTMENT: Finance Director

MEETING DATE: October 7, 2025

## CITY COUNCIL STAFF REPORT FOR OCTOBER 7, 2025

To: Mayor and City Council  
From: Levi Ball  
Date: September 30, 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 changes to the Consolidated Fee Schedule are listed below.

**Street Excavation Permit Fees (B4):** In the past, all street excavation permits were assessed a flat fee of \$70. With the elimination of the land disturbance permit, the fee schedule has been revised to establish additional categories with different rates. The updated structure is intended to more equitably allocate costs incurred by the city to those undertaking the work.

**Storm Water Illicit Discharge Fees (B7):** In response to recent legislative changes, the City is updating its fees to ensure alignment with state law. These fees have been determined by the state.

**Hazardous Material Clean-up (G1):** The Fire Department responds to hazardous material spills to help mitigate the spread of the hazardous material. This fee helps cover the cost of resources, equipment, and personnel used in those mitigation efforts.

**Blood Draw Fees (G1):** The Fire Department provides phlebotomy services to law enforcement agencies in Davis County. This fee will help cover the cost of personnel who provide the service.

**Fire Inspection & Permit Fees (G3-G4):** The Fire Prevention Division ensures community safety by conducting required inspections and permitting for new and existing businesses. The proposed fees, which are in line with other Davis County municipalities, are intended to offset administrative costs and ensure that compliance expenses are covered by business owners rather than taxpayers.

**Invoice Administration Fee (H8):** A \$25 fee will be applied to invoices generated by Farmington City staff to recover the administrative costs of preparing and tracking invoices. Some exceptions may apply for grant-related invoices depending on grant requirements.

Respectfully submitted,

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

Levi Ball  
Finance Director

Review and concur,

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

Brigham Mellor  
City Manager



## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

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

#### A. LAND USE RELATED FEES

**Time of Payment**

Application fees shall be payable at the time the application is filed for review with Farmington City. Applications shall not be deemed complete until payment is made. Development Impact Fees or other required fees shall be payable prior to issuance of permits for developments or, in the case of subdivisions, prior to recordation of a subdivision plat.

[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].

<b>A1.</b>	<b>Administrative Determination Application Fee</b>	\$	125.00
	Minor Conditional Use Amendments		
	Minor Variances		
	Nonconforming Uses		
	Temporary Use		
	Uses Not Listed		
<b>A2.</b>	<b>Annexation Application Fee</b>		\$650.00+
		\$25 per acre or portion thereof	
<b>A3.</b>	<b>Conditional Use Application</b>		\$200.00+
		\$25 per acre or portion thereof	

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

#### **A4. Site Plan Approval by Planning Commission**

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

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

<b>A11. Public Hearing Notice Fee</b>	<b>Varies</b>
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Resident			Non Resident		
New	\$	%	New	\$	%
Rate	Change	Change	Rate	Change	Change

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

<b>B4.</b>	<b>Slurry Seal Fee</b>	\$	3.34	per sq. yd
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## Street Excavation Fees

Street Excavation Permit Fee	\$ 70.00
Curb Cut/Utility	\$ 70.00
Single Family Home/Small Construction (i.e. pole barn, addition, etc.)	\$ 205.00
Subdivision/Commercial Construction	\$ 520.00

Construction Inspection as Required	Actual Cost
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Parallel Road Cuts	\$	15.00	per linear ft
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Anywhere else in the road	\$ 1.50 per linear ft
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Road age 6 years or more	\$	150.00	minimum
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Bore Pit > 24" x 24"	\$	70.00	each
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Road closure fee***	\$	500.00	per day
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\*\* Cutting into road surfaces less than 3 (three) years old must be approved by the Public Works Director. If cutting into such a road is required, maintenance fees double.

### Service Fee for Credit/Debit Cards

See H6.

[illegible]

Changes effective July 1, 2025 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**B5. Decorative Street Lighting Fee**

**\*Utility Granville**

\$ 4,500.00 per light

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.

**B6. Special Truck Routing Permit Application Fee**

\$ 50.00

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

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

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

	<b>Illicit Discharge Violation</b>	<b>Initial Offense</b>	<b>2nd Offense</b>	<b>3rd Offense</b>
	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~~

Farmington City shall notify the applicant, in writing, of a specific violation, and provide the applicant a reasonable time of at least one business day to correct the specific violation, and perform an inspection to verify that the applicant corrects the specific violation.

If the applicant does not correct the specific violation described with the timeline set, Farmington City shall issue a written warning that the applicant has not corrected the specific violation, and warning that Farmington City may impose a fine if the applicant does not correct the specific violation within no less than an additional one business day, and may perform an inspection to verify that the applicant corrected the specific violation.

If the applicant has not corrected the specific violation for which the applicant received notice within the second timeline set then Farmington City shall notify the applicant in writing that the applicant has not corrected the specific violation and may impose an administrative fine for each occurrence. This fine will be imposed for each business day the specific violation continues beginning on the day after the day on which Farmington City issues the administrative fine.

Specific Illicit Discharge Violation	Fine Amount
Working without an approved storm water permit	\$ 500.00
Tracking mud on road	\$ 300.00
Failure to clean-up or report spills	\$ 250.00
Failure to conduct storm water inspections	\$ 100.00
Failure to maintain storm water records	\$ 100.00
Failure to use general best management practices	\$ 500.00

Farmington city may issue an order to stop construction if there is an issue that is deemed an immediate threat to water quality.

[illegible]



Changes effective July 1, 2025 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**B8. Storm Water Illicit Discharge Cleanup Fee** \*Actual costs

\*Actual costs include administrative and overhead costs

**B9. PLUS:**

Engineering and Professional Service Fee, Initial & Quarterly Deposit

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

Single Lot or Parcel Residential Construction Cleaning Fee

0 - 500 Square feet	\$	75.00
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501 - 1000 Square feet	\$	150.00
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1001 - 2500 Square feet	\$	225.00
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2501 - 4000 Square feet	\$	300.00
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4000 - Square feet and larger	\$	375.00
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Resident			Non Resident		
New	\$	%	New	\$	%
Rate	Change	Change	Rate	Change	Change

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

<b>B10. Miscellaneous or Pre-Application Professional Services Deposit</b>		
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.)		
<b>B11. Additional Reviews</b>		
(After the second review, each application re-submission to the Development Review Committee (DRC) shall require full payment of the respective application fee.)		
<b>B12. Fire Hydrant Meter Fees</b>		
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
<b>B13. Service Fee for Credit/Debit Cards</b>		See H6.

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

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

**Time of Payment**

### C1. Plan Review Deposit

## C2. Plan Check Fee

### C3. State Inspection Fee

#### C4. Building Board of Appeals Application

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

***Changes effective July 1, 2025 unless otherwise noted***

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

C5.	<b>Temporary Occupancy Application Fee*</b>	\$	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

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

### Building Valuation Data

		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	

### 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](http://www.iccsafe.org/cs/techservices)

File: CFS as adopted on 2025-06-17 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 \$3.65 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 Rate	\$ Change	% Change	New 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**	Fire Equipment**	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 Rate	\$ Change	% Change	New Rate	\$ Change	% Change

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE	
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FARMINGTON CITY CONSOLIDATED FEE SCHEDULE	
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Transportation Impact Fee				
Property Type	Unit of Measure	Impact Fee Amount*		
		Cost per Average Daily Trips (ADT)	Adjusted Trip Rate	Amount/Unit
Single-Family	Dwelling Unit	\$509.41	4.72	\$2,404.42
Multi-Family (townhomes)	Dwelling Unit	\$509.41	3.66	\$1,864.44
Multi-Family (apartments)	Dwelling Unit	\$509.41	2.72	\$1,385.60
Industrial Park 130	1,000 sq. Ft.	\$509.41	1.69	\$860.90
General Manufacturing	1,000 sq. Ft.	\$509.41	1.97	\$1,003.54
Warehousing	1,000 sq. Ft.	\$509.41	0.87	\$443.19
Mini-Warehouse	1,000 sq. Ft.	\$509.41	0.76	\$387.15
Mobile Home Park	Dwelling Unit	\$509.41	3.25	\$1,655.58
Assisted Living Center	Bed	\$509.41	1.3	\$662.23
Hotel	Room	\$509.41	4.18	\$2,129.33
Movie Theater	1,000 sq. Ft.	\$509.41	39.05	\$19,892.46
Elementary School	Students	\$509.41	0.95	\$483.94
Middle School / Junior High School	Students	\$509.41	1.07	\$545.07
High School	Students	\$509.41	1.02	\$519.60
Private School (K-8)	Students	\$509.41	2.06	\$1,049.38
Church	1,000 sq. Ft.	\$509.41	13.82	\$7,040.05
Day Care Center	1,000 sq. Ft.	\$509.41	23.81	\$12,129.05
Library	1,000 sq. Ft.	\$509.41	36.03	\$18,354.04
Hospital	1,000 sq. Ft.	\$509.41	5.36	\$2,730.44
General Office Building	1,000 sq. Ft.	\$509.41	4.87	\$2,480.83
Medical-Dental Office Building	1,000 sq. Ft.	\$509.41	17.4	\$8,863.73
Business Park	1,000 sq. Ft.	\$509.41	6.22	\$3,168.53
Building Material and Lumber Store	1,000 sq. Ft.	\$509.41	9.03	\$4,599.97
Nursery (Garden Center)	1,000 sq. Ft.	\$509.41	34.05	\$17,345.41
Shopping Center / Strip Mall	1,000 sq. Ft.	\$509.41	12.46	\$6,347.25
Automobile Sales (New)	1,000 sq. Ft.	\$509.41	13.92	\$7,090.99
Automobile Sales (Used)	1,000 sq. Ft.	\$509.41	13.53	\$6,892.32
Tire Store	1,000 sq. Ft.	\$509.41	10.27	\$5,231.64
Supermarket	1,000 sq. Ft.	\$509.41	34.17	\$17,406.54
Convenience Market	1,000 sq. Ft.	\$509.41	186.76	\$95,137.41
Drive-in Bank	1,000 sq. Ft.	\$509.41	32.51	\$16,560.92
Restaurant, Sit-Down (High Turnover)	1,000 sq. Ft.	\$509.41	31.97	\$16,285.84
Fast Food without Drive-Through Window	1,000 sq. Ft.	\$509.41	98.68	\$50,268.58
Restaurant with Drive Through Window	1,000 sq. Ft.	\$509.41	117.74	\$59,977.93
Auto Care Center	1,000 sq. Ft.	\$509.41	11.86	\$6,041.60
Gasoline/Service Station	Fueling Position	\$509.41	49.88	\$25,409.37
Gasoline/Service Station with Convenience Store	1,000 sq. Ft.	\$509.41	316.8	\$161,381.09
Self Service Car Wash	Wash Stall	\$509.41	54	\$27,508.14
* Impact Fee Collected at Building Permit				

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

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

[illegible]

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

## 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.

<b>Holiday Rates:</b>	Resident		Non-Res.	
<b>Cleaning and damage deposit (fully-refundable)</b>	\$	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

<b>Youth Theater</b>	Resident	Non-Res.
Deposit (refundable if volunteer hours are completed)	\$ 85.00	\$ 85.00
Participant fee	\$ 25.00	\$ 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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Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change



## 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

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

[illegible]

## 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

per team

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

**Farmington City Gymnasium\***

25%

## Resident

---

\$ -

\$	2.50
----	------

\$	3.00
----	------

\$	2.50
----	------

\$	0.75
----	------

## Resident

30

\$	50.00
----	-------

\$	50.00
----	-------

\$ 40.00

## Resident

30

\$	50.00
----	-------

\$ 50.00

\$	40.00
----	-------

\$ 90.00

\$ 10.00

## Resident

115

\$ 150.00

\$	205.00
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\$ 120.00

\$ 300.00

\$ 15.00

## Resident

220

\$ 280.00

\$ 390.00

\$ 220.00

\$ 560.00

\$ 20.00

rate. Valid Drivers license is the best method for proof of residence

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

Changes effective July 1, 2025 unless otherwise noted

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**Facility Rental Prices**

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

**Outdoor Courts**

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

**Additional Fees**

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

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

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

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

**G1. Ambulance Services**

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>

In-Home Residential Daycare - Home-Based Child Care	\$	50.00	
Commercial Day Care - Childcare Business Facility	\$	100.00	
Group Home - Supervised Residential Living	\$	100.00	
Care, Nursing, Assisted Living, & Rehabilitation - Medical Care Facility	\$	100.00	
Business Inspection - Workplace Safety Review	\$	100.00	
Miscellaneous Inspections (1- hour) - General Safety Check	\$	100.00	
Food Truck Inspection - Mobile Food Evaluation	\$	100.00	
Re-Inspection - Follow-up Compliance Verification	\$	50.00	
Fire Alarm System Installation Plan Review - Alarm Design Approval	\$	150.00	
Fire Alarm System Plan Re-Review - Alarm Plan Recheck	\$	150.00	
Hydrant Flow Test (witnessed) - Water Supply Verification	\$	100.00	
Flammable/Combustible Liquid Tank Installation - Underground	\$	100.00	per tank
Flammable/Combustible Liquid Tank Installation - Aboveground	\$	100.00	per tank
Wildland Urban Interface Severity Assessments - Wildfire Risk Evaluation	\$	100.00	per lot

[illegible]



## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

#### **G4. Fire Permit Fees**

Fire Sprinkler System Permit (flow, hydro, final) - 0-3,000 Sq ft	\$	150.00	Includes 3 inspections Each additional
Fire Sprinkler System Permit (flow, hydro, final) - 3,001-10,000 Sq ft	\$	250.00	
Fire Sprinkler System Permit (flow, hydro, final) - 10,001+ Sq ft	\$	300.00	
Fire Sprinkler Systems Additional Inspections	\$	100.00	
*Kitchen Hood Testing Permit	\$	100.00	
*Fire Pump Permit	\$	100.00	
*Hydrant Flow Testing (witness)	\$	100.00	
*Fire Line Flow Testing (witness)	\$	100.00	
*Fireworks Retail Sales	\$	250.00	
*Fireworks Display	\$	500.00	
*Paint Booth, Spray Booth, Dip Tank, Powder Coating Plan Review	\$	75.00	
*Paint Booth, Spray Booth, Dip Tank, Powder Coating Permit	\$	100.00	
*Flammable/Combustible Liquid Tank Installation (above ground) Plan Review	\$	75.00	
*Flammable/Combustible Liquid Tank Installation (above ground) Permit	\$	100.00	
*Petroleum Hydro Pump Test	\$	100.00	
*Flammable/Combustible Liquid Tank Installation (below ground) Plan Review	\$	100.00	
*Flammable/Combustible Liquid Tank Installation (below ground) Permit	\$	100.00	
*Underground Tank Removal	\$	200.00	
*LPG Tank Over 125 Gallons Install	\$	100.00	
*CO2 Tank Inspections	\$	100.00	
*Cryogenic-Inert Gas & Oxidizing Gas Plan Review	Same as the initial plan review		
*Cryogenic-Inert Gas & Oxidizing Gas Permit	\$	100.00	
*Industrial Cutting/Welding Permit	\$	100.00	
*Dry Cleaning Plants	\$	100.00	
*Exhibits, Trade Shows (Mass Gathering Event)	\$	200.00	
*Explosives	\$	200.00	
*Fire Hydrants & Valves	\$	100.00	
*Hot Work Operations	\$	100.00	
*Industrial Ovens	\$	100.00	
*Lumber Yards & Woodworking Plants	\$	100.00	
*Liquid or Gas Fueled Equipment in Assembly Buildings	\$	100.00	

### \*105.1.1 Permits Required

[illegible]

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
--------------------------------	-----------

(Space the size of a standard business card - approximate size not to exceed 3 1/2" X 2")

Small Block Advertising Space	\$ 75.00
-------------------------------	----------

(Space measured up to 1 1/2" X 1 1/2")

<b>H2. Municipal Parking Violation Fine (except for handicapped parking)</b>	\$ 25.00
--	----------

**H3. Civil Penalty Fines**

Citation: Property maintenance (weeds, inoperable vehicles, debris, etc.)*	\$ 100.00
--	-----------

Administrative Fee to Oversee Abatement	\$ 100.00
---	-----------

Building code or zoning violations	\$ 1,000.00	maximum**
------------------------------------	-------------	-----------

Continuing building or zoning violations	\$ 100.00	per day
--	-----------	---------

Conducting business without a license	\$ 50.00	per day
---------------------------------------	----------	---------

Conducting business with a suspended/revoked license	\$ 200.00	per day
--	-----------	---------

**Illicit discharge or connection into Storm Water System\*\*\*:**

Negligent discharge of non-hazardous waste	\$ 50.00	per day
--	----------	---------

Negligent discharge of hazardous waste/sewage	\$ 200.00	per day
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Intentional discharge of non-hazardous waste	\$ 125.00	per day
--	-----------	---------

Intentional discharge of hazardous waste/sewage	\$ 500.00	per day
---	-----------	---------

**Violations of posted orders:**

Unlawful to do business	\$ 300.00	per day
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Stop Work Order	\$ 500.00	per day
-----------------	-----------	---------

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**

<b>H4. GRAMA Request</b>		
Copying per page	\$	0.25
Time in researching and compiling the record (exceeding 15 minutes)	\$	35.00 per hour
Flash Drive	\$	30.00 per flash drive
<b>H5. Police Department</b>		
Police Report (free for the victim)	\$	20.00
Accident Report (accessed online through online provider)	\$	25.00
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
Event Security - Minimum of two (2) hours charged in hour increments for time at the event.	\$	100.00 per hour per officer
<b>H6. Service Fee for Credit/Debit Cards</b>		
		2.75%
<b>H7. Improper Use of Dumpster</b>		
	\$	75.00
City park dumpsters are for park-use waste only. Nonpark waste is prohibited and improper use will result in fines.		
<b>H8. Invoice Administration Fee</b>		
	\$	25.00
Applied to invoices generated by Farmington City staff to recover the administrative costs of preparing and tracking invoices.		
Some exceptions may apply for grant-related invoices depending on grant requirements.		

Last Revision: Amended 06-17-2025

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

**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 7<sup>th</sup> DAY OF OCTOBER 2025.**

**ATTEST:**

**FARMINGTON CITY**

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

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

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Consideration of an Agreement for Alternate Standards for the Sorrel Springs Subdivision

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development Director

MEETING DATE: October 7, 2025

## **CITY COUNCIL STAFF REPORT**

**To: Mayor and City Council**

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

**Date: 10/7/2025**

**Subject: Consideration of an agreement for Alternate Standards for the Sorrel Springs Subdivision.**

### **RECOMMENDED MOTION**

**Move that the City Council approve the Agreement permitting the use of Alternative Lot Standards and non-standard public right of way improvements.**

### **Findings:**

- 1. The proposed development is consistent with the Farmington City General Plan and vision for the area.**
- 2. The subdivision as designed creates a desirable neighborhood that is consistent with the OTR zoning district and surrounding neighborhoods.**
- 3. As designed, the development can be serviced by required utility providers and establishes a street network capable of handling the number of units proposed.**
- 4. The preservation of the existing historic home on site qualifies the project for consideration of alternative lot size and standards per Section 11-17-045 of the City Code.**

### **BACKGROUND**

**The applicant has worked with staff on the subject property to consider development of single family home lots. The initial interest and direction of the applicant was to simply comply with the typical standards of the OTR zone to which they designed a subdivision with standard lot sizes and road improvements which would not have required any public meetings as it is a staff level approval. However, there is a house that was originally built in 1890 on site and while not currently a property eligible for the national historic register, sentiment has been expressed to preserve it if possible. In order to preserve the home the original subdivision design needed to be reconfigured forcing a need for variation in lot sizes and a proposed public road with non-standard sidewalk being that it is only on the south side.**

The majority of Farmington is subject to residential and agricultural zoning districts codified in Chapters 10 and 11 of the zoning ordinance. These areas allow for flexibility or alternate lot sizes based on an established yield without the need to receive approval by agreement. The OTR zoning district does not grant this flexibility as easily though it may be the part of the city with the most need for flexibility considering its history of development.

The applicable code states:

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

**A. Alternative Standards:** Following the subdivision yield plan defined in Chapter 11-2 and using the minimum standards of subsection [11-17-040A](#) to establish a maximum number of lots, a subdivider may alter the lot area, width, and side and side corner setbacks of lots for main buildings within a subdivision using standards for the LR zone delineated in subsection [11-12-090](#), if the subdivider, at the sole discretion of, and by agreement with the City, implements one of the following public benefits:

- 1. Provide or set aside lots (or dwelling units at the option of the City) equal in number to at least ten percent (10%) of the total number of lots approved for the subdivision (or an alternative proposal acceptable to the City if the subdivision is less than 10 lots) for moderate income housing subject to recording a deed restriction(s) to ensure the required number of lots or units are available for a qualifying moderate-income household, or pays a fee in lieu thereof for moderate income housing determined in consideration of factors set forth in Chapter 11-28 of this Title; or**
- 2. Preserve an existing on-site historic resource (standards for historic resources are set forth in Chapter 11-39 of this Title); or**
- 3. Create open space; or**
- 4. Establish some other public benefit; or**
- 5. Provide a combination of 1, 2, 3, and/or 4 above.**

**B. Additional Lots:** The City Council may approve additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide a public benefit.

A yield plan has been provided establishing the number of lots and city staff is recommending approval of the alternate standards following FMC 11-17-045 (A)(2).

**Respectfully submitted,**



**Lyle Gibson  
Community Development Director**

**Review and concur,**



**Brigham Mellor  
City Manager**

**Supplemental Information**

1. Vicinity Map
2. Agreement for Alternative Standards
3. Subdivision Plan

**Approved as to form:**



**Paul Roberts  
City Attorney**



Vicinity Map

## Sorrel Springs Subdivision



638 North Compton Road

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

**AGREEMENT FOR ALTERNATE STANDARDS FOR  
THE SORREL SPRINGS SUBDIVISION**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **ELITE CRAFT HOMES, LLC**, hereinafter referred to as the “Developer.”

**RECITALS:**

A. Developer owns approximately 3.1 acres of land located within the City, identified as Parcel 07-014-0067 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 Sorrel Springs Subdivision (the “Project”). Developer has submitted an application to the City seeking approval of alternate development standards in accordance with the City’s Laws.

C. The Property is presently zoned under the City’s zoning ordinance as OTR (Original Townsite Residential). 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”) unless otherwise exempted herein.

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.

**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) **Preservation of Home.** As a condition to qualify for Alternative Standards, as stated in §11-17-045 (A)(2) of the Farmington Municipal Code, Developer has agreed to preserve the existing home on the property for a period of no less than 25 years from the date of this Agreement. Preserve in this case shall mean that the home will not be entirely demolished, and any alterations or changes to the building's exterior shall maintain the character and prominent elements of the original 1890 home and its Victorian eclectic architecture. Exhibit C includes photos of the property's current state as of the date 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.** Developer shall be permitted to utilize Alternative Standards is identified by §11-17-045 (A) of the Farmington Municipal Code as stated therein.

(a) In addition to the lot size and setback standards referenced in §11-17-045 of the Farmington Municipal Code, Developer shall be required to install road, curb, gutter, and sidewalk improvements in accordance with the design included as part of Exhibit B of this Agreement. Primarily, Developer shall be permitted to construct sidewalk at back of curb along the south or west side of the road with no sidewalk on the opposite side as shown in Exhibit B.

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. **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.

8. **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.

9. **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.

10. **Assignment.** If the Developer intends to assign this Agreement and the property to a third party after receiving entitlements. 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.

11. **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 18(b) of this Agreement, unless specifically terminated in writing.

12. **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.

13. **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

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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 effected 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, 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.

**19. 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.

**20. 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**

**ELITE CRAFT HOMES, LLC**

\_\_\_\_\_  
Trent Preston

\_\_\_\_\_  
Signature

STATE OF UTAH                    )  
  : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, Trent Preston, who being by me duly sworn, did say that they represent Elite Craft Homes, LLC, and that the foregoing instrument was signed on behalf of said Developer.

\_\_\_\_\_  
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**

638 North Compton Road

Davis County Parcel ID # 07-014-0067

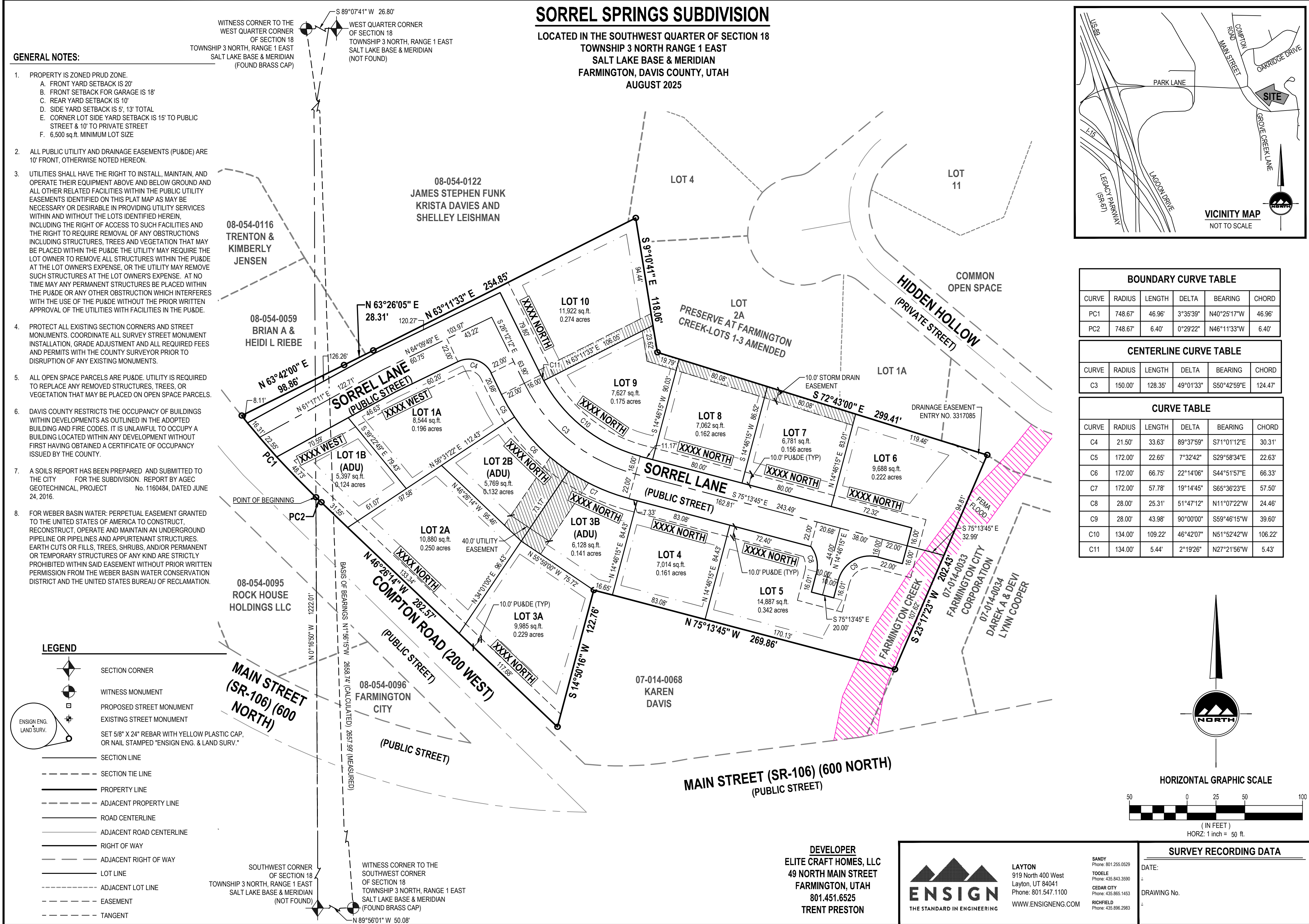
#### Legal Description:

BEG AT A PT ON THE N LINE OF COMPTON RD THAT IS N  $00^{\circ}16'50''$  W 1195.74 FT (18.52 CHAINS, BY RECORD) ALG THE SEC LINE FR THE SW COR OF SEC 18-T3N-R1E, SLB&M; & RUN TH N  $45^{\circ}25'04''$  W 31.55 FT ALG SD N LINE TO A PT ON A 748.67-FOOT-RAD CURVE TO THE RIGHT; TH NW'LY 102.09 FT ALG SD CURVE THROUGH A CENTRAL ANGLE OF  $07^{\circ}48'47''$ , CHORD BEARS N  $41^{\circ}30'40''$  W 102.01 FT; TH N  $64^{\circ}43'10''$  E 98.86 FT; TH N  $64^{\circ}27'15''$  E 28.31 FT; TH N  $64^{\circ}12'43''$  E 254.85 FT ALG A S'LY LINE OF THE PPTY CONV IN SWD RECORDED AS E# 2764660 BK 5846 PG 667, TO THE SE COR OF SD CONVEYANCE; TH S  $08^{\circ}09'31''$  E 118.06 FT; TH S  $71^{\circ}41'50''$  E 299.41 FT; TH S  $24^{\circ}18'33''$  W 202.43 FT; TH N  $74^{\circ}12'35''$  W 269.86 FT TO A FENCE COR; TH S  $17^{\circ}42'30''$  W 120.69 FT ALG A FENCE LINE & ITS EXTENSION TO THE N LINE OF COMPTON RD; TH N  $45^{\circ}25'04''$  W 246.58 FT ALG S N LINE TO THE SEC LINE & THE POB. (NOTE: THE STATE PLANE BEARING ALG THE SEC LINE IS N  $00^{\circ}02'51''$  E (DAVIS COUNTY SURVEYOR) CALCULATED USING NAD 1983 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE)

CONT. 3.151 ACRES

**EXHIBIT B**  
**DEVELOPMENT PLAN**





**SURVEYOR'S CERTIFICATE**

I, **TRENT WILLIAMS**, do hereby certify that I am a Licensed Land Professional Surveyor in the State of Utah, and that I hold License No. **8034679**, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act, with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately established the lateral boundaries of the herein described tract of real property; and has been draw correctly to the designated scale and is a true and correct representation of the herein described lands including in said subdivision, based upon data compiled from records of the Morgan County Records Office. I further certify that all lots meet frontage width and area requirements of the applicable zone ordinances.

**BOUNDARY DESCRIPTION**

A parcel of land, situate in the Southwest Quarter of Section 18, 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 on the North line of Compton Road said point being N 00°16'50" W 1222.01 feet along the Section Line from the Southwest Corner of Section 18 and running thence:

northwesterly 95.69 feet along a non-tangent 748.67 foot radius arc to the right (center bears North 44°03'09" East and the long chord bears North 42°17'09" West 95.63 feet with a central angle of 07°19'24");

thence North 64°42'00" East 98.86 feet;

thence North 63°26'05" East 28.31 feet;

thence North 63°11'33" East 254.85 feet to a point on the easterly line of the Preserve at Farmington Creek PUD subdivision;

thence along said easterly line the following (2) courses:

1) South 09°10'41" East 118.06 feet;

2) South 72°43'00" West 299.41 feet;

thence South 23°17'23" West 202.43 feet;

thence North 75°13'45" East 269.86 feet;

thence South 16°41'20" West 120.69 feet to a point on the North line of Compton Road;

thence along said North line of Compton Road the following (2) courses:

1) North 46°26'14" East 278.13 feet;

2) northwesterly 6.40 feet along a non-tangent 748.67 foot radius arc to the right (center bears North 43°33'46" East and the long chord bears North 46°11'33" West 6.40 feet with a central angle of 0°29'22") to the Point of Beginning.

Contains: 137,252 square feet or 3.151 acres.

Trent R. Williams Date \_\_\_\_\_  
License No. 8034679

**OWNER'S DEDICATION**

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots and streets (private streets, private rights-of-way) as shown hereon and name said tract:

**SORREL SPRINGS SUBDIVISION**

Dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares.

Dedicate and reserve unto themselves, their heirs, their grantees and assigns, a right-of-way to be used in common with all others within said subdivision (and those adjoining subdivisions that may be subdivided by the undersigned owners, their successors, or assigns) on, over and across all those portions or parts of said tract of land designated on said plat as private streets (private rights-of-way) as access to the individual lots, to be maintained by a lot (unit) owners' association whose membership consists of said owners, their grantees, successors, or assigns.

Grant and convey to the subdivision lot (unit) owners association, all those parts or portions of said tract of land designated as common areas to be used for recreational and open space purposes for the benefit of each lot (unit) owners association member in common with all others in the subdivision and grant and dedicate to the county a perpetual open space right and easement on and over the common areas to guarantee to Davis County that the common areas remain open and undeveloped except for approved recreational, parking and open space purposes.

Grant and dedicate a perpetual right and easement over, upon and under the lands designated hereof as public utility, storm water detention ponds, drainage easements and canal maintenance easement, the same to be used for the installation maintenance and operation of public utility service lines, storm drainage facilities, irrigation canals or for the perpetual preservation of water channels in their natural state whichever is applicable as may be authorized by the governing authority, with no buildings or structures being erected within such easements.

Grant and dedicate unto all owners of lots upon which private land drains are constructed or which are otherwise dependent upon such land drains, an easement over such land drains for the purpose of perpetual maintenance and operation.

Grant and convey to Davis County, Utah, or its designee, all those parts or portions of said tract of land designated as parks the same to be used as public open space.

(NAME) \_\_\_\_\_ (NAME) \_\_\_\_\_  
(COMPANY), (TITLE) (COMPANY), (TITLE)

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UTAH J.S.S.  
County of DAVIS

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, \_\_\_\_\_ personally appeared before me, the undersigned Notary Public, in and for said County of \_\_\_\_\_ in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the \_\_\_\_\_ of \_\_\_\_\_ a Limited Liability Company and that he/she signed the Owner's Dedication and Acknowledgement of Responsibilities freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDING IN \_\_\_\_\_ COUNTY.

NOTARY PUBLIC

**SORREL SPRINGS SUBDIVISION**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18  
TOWNSHIP 3 NORTH RANGE 1 EAST  
SALT LAKE BASE & MERIDIAN  
FARMINGTON, DAVIS COUNTY, UTAH

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE \_\_\_\_\_  
PAID \_\_\_\_\_ FILED FOR RECORD AND  
RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS  
PAGE \_\_\_\_\_  
DAVIS COUNTY RECORDER  
BY \_\_\_\_\_ DEPUTY RECORDER



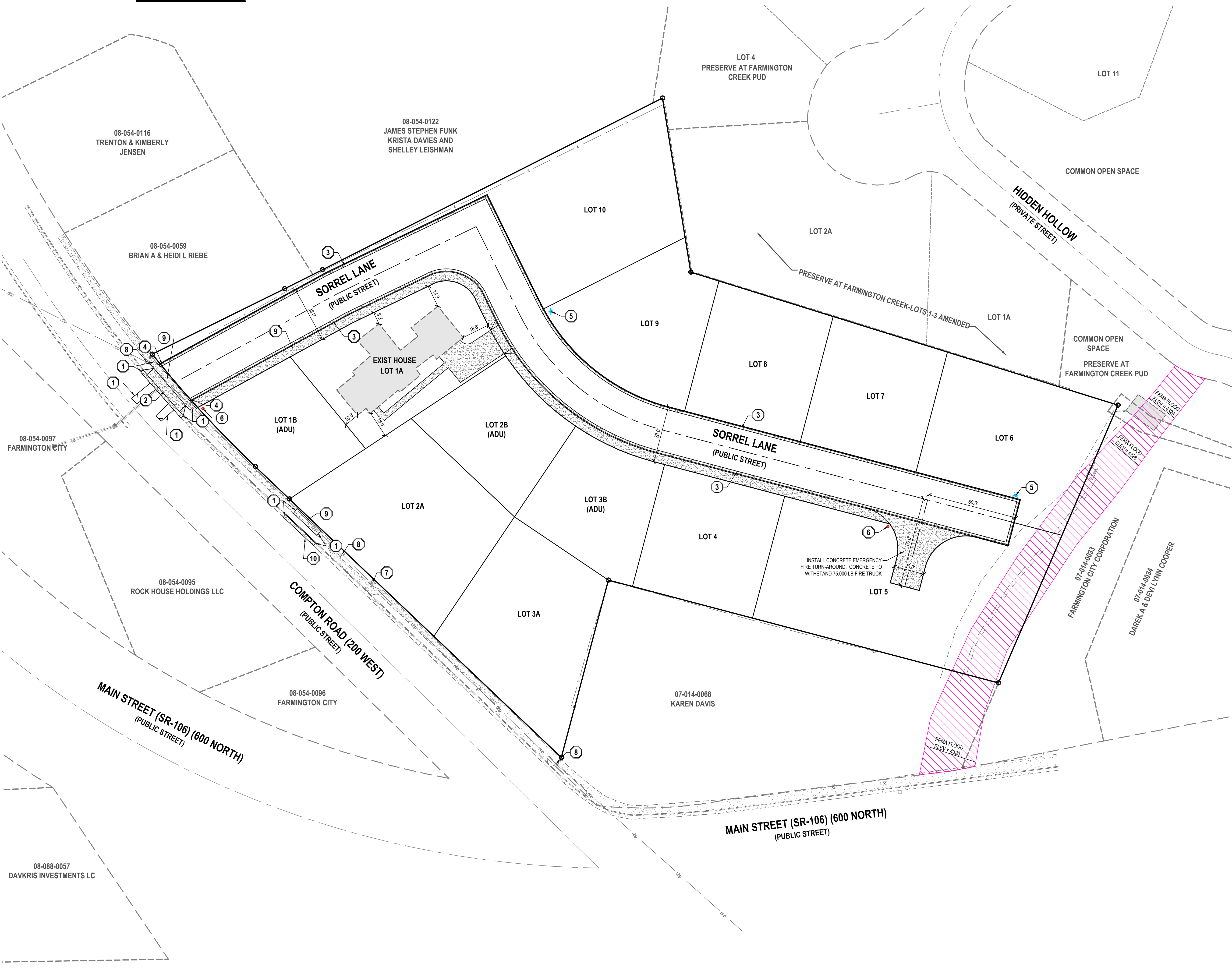
811

Know what's below.  
Call before you dig.

CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.

BENCHMARK

WITNESS CORNER TO THE  
SOUTHWEST CORNER OF SECTION 18,  
TOWNSHIP 3 NORTH, RANGE 1 EAST  
SALT LAKE BASE AND MERIDIAN  
ELEV = 4235.00'



- GENERAL NOTES
1.

ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3.

SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4.

ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5.

ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6.

NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7.

THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

- SCOPE OF WORK:
- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1

MATCH EXISTING IMPROVEMENTS
- 2

INSTALL DRIVEWAY APPROACH PER FARMINGTON STANDARD DETAIL 221
- 3

INSTALL 24" TYPE "F" CURB AND GUTTER PER APWA DETAIL 205.2
- 4

TAPER CURB FACE FROM 0" CURB FACE TO 4" CURB FACE
- 5

INSTALL CLOW FIRE HYDRANT PER FARMINGTON STANDARD DETAIL 511 SP
- 6

STREET LIGHT PER FARMINGTON STANDARD DETAIL 710 SP
- 7

EXIST FIRE HYDRANT
- 8

EXIST OVERHEAD POWER POLE
- 9

INSTALL CONCRETE SIDEWALK PER FARMINGTON STANDARD DETAIL 231 SP
- 10

INSTALL TYPE A CONCRETE CURB AND GUTTER PER FARMINGTON STANDARD DETAIL 205 SP

EN SIGN

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100

SANDY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
ELITE CRAFT HOMES LLC  
49 NORTH MAIN STREET  
FARMINGTON, UTAH 84025

CONTACT:  
TRENT PRESTON  
PHONE: 801-451-6525

SORREL SPRINGS SUBDIVISION

638 NORTH COMPTON ROAD  
FARMINGTON, UTAH



SITE PLAN

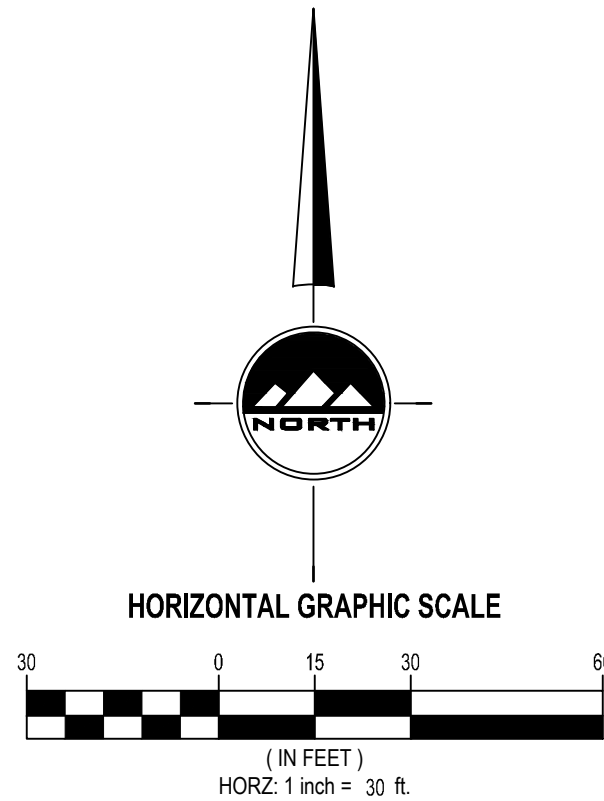
PROJECT NUMBER  
12654

PRINT DATE  
2025-08-08

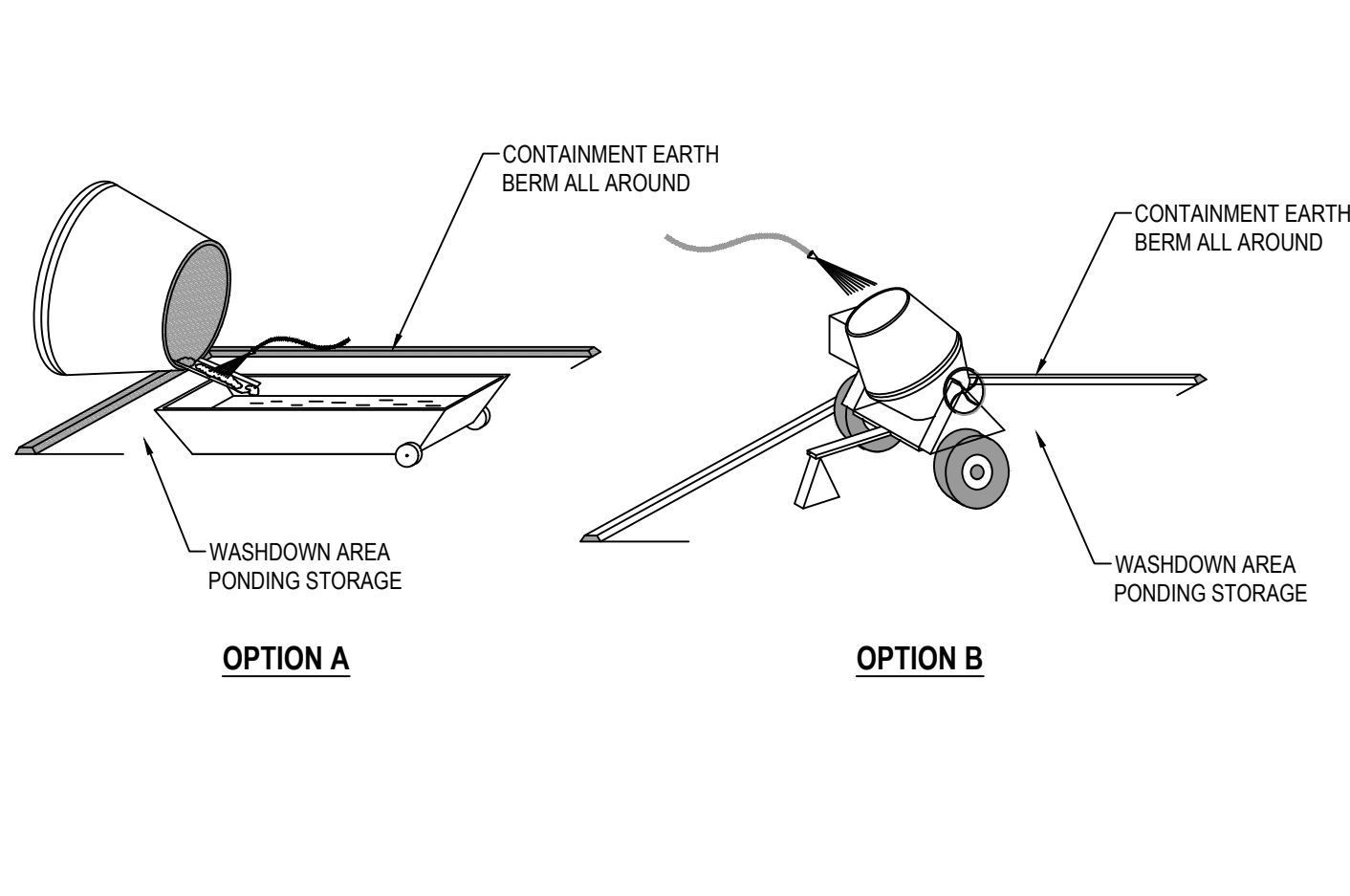
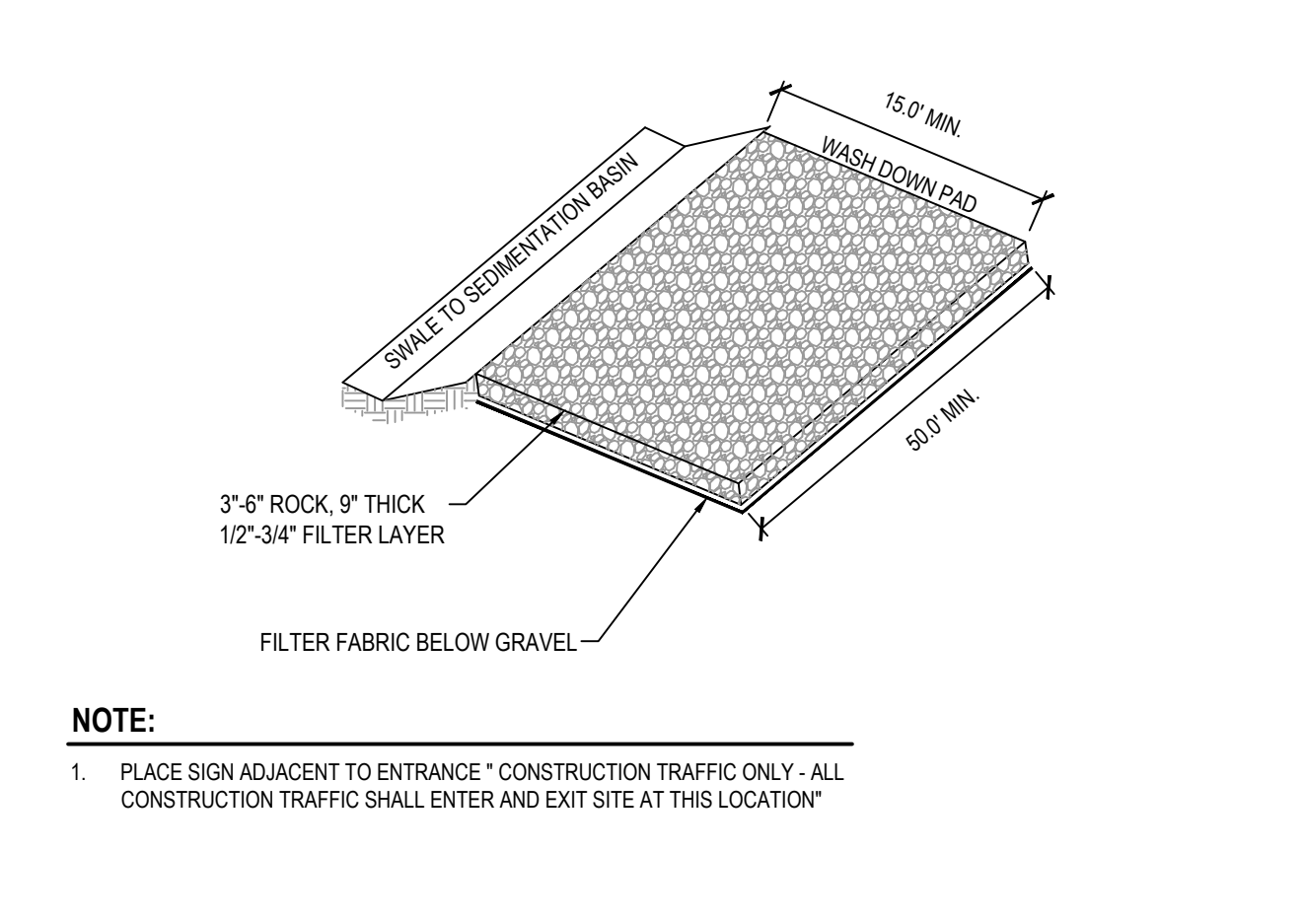
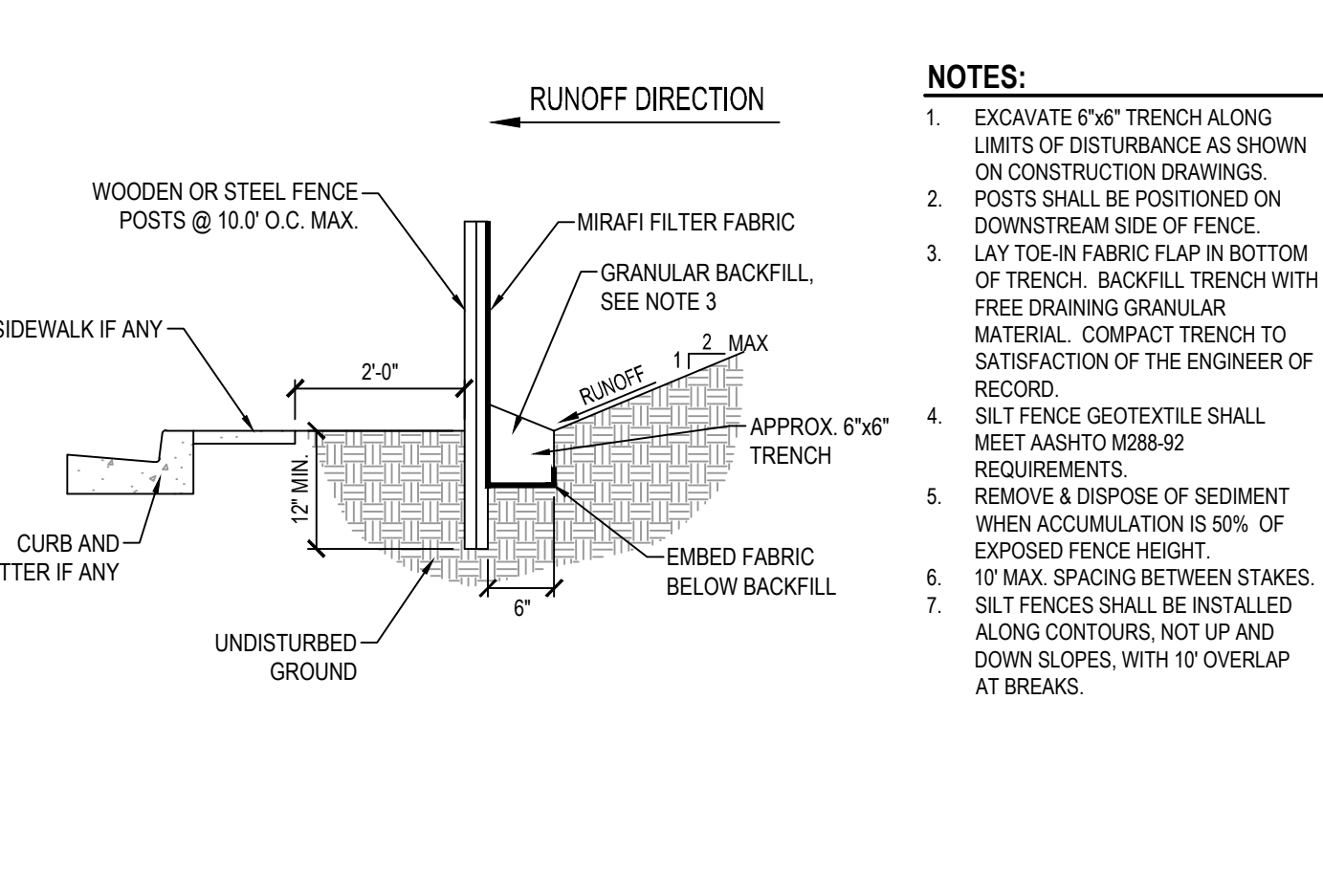
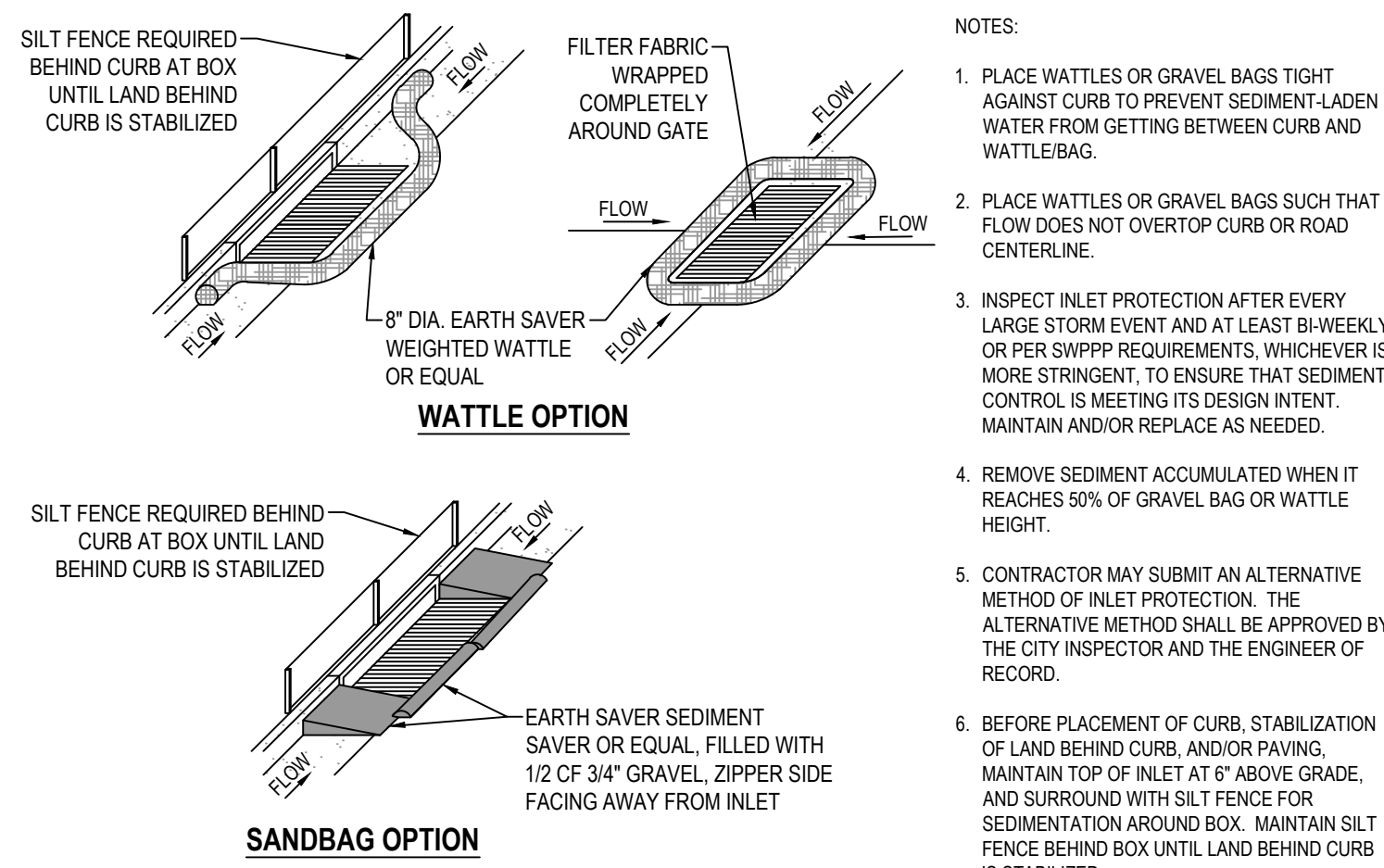
PROJECT MANAGER  
C.PRESTON

DESIGNED BY  
M.ELMER

C-200





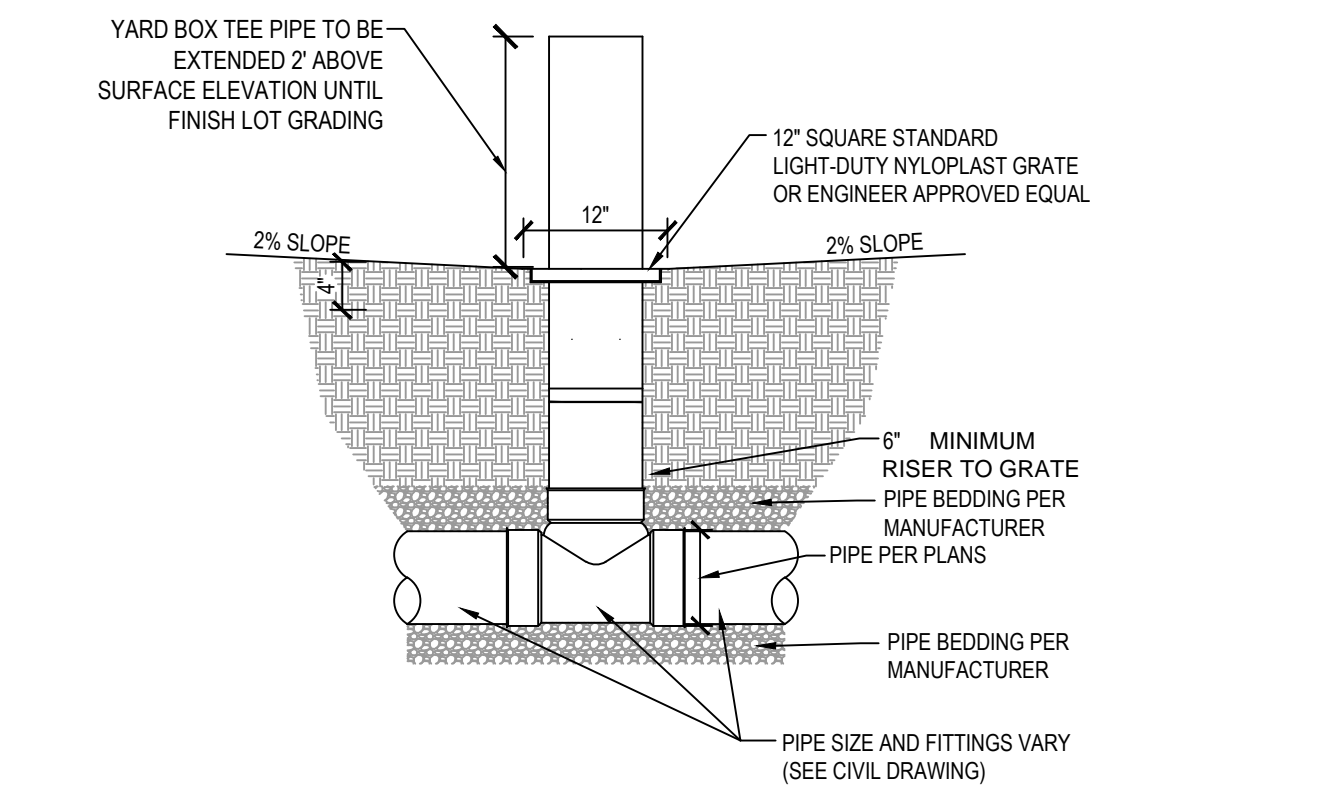
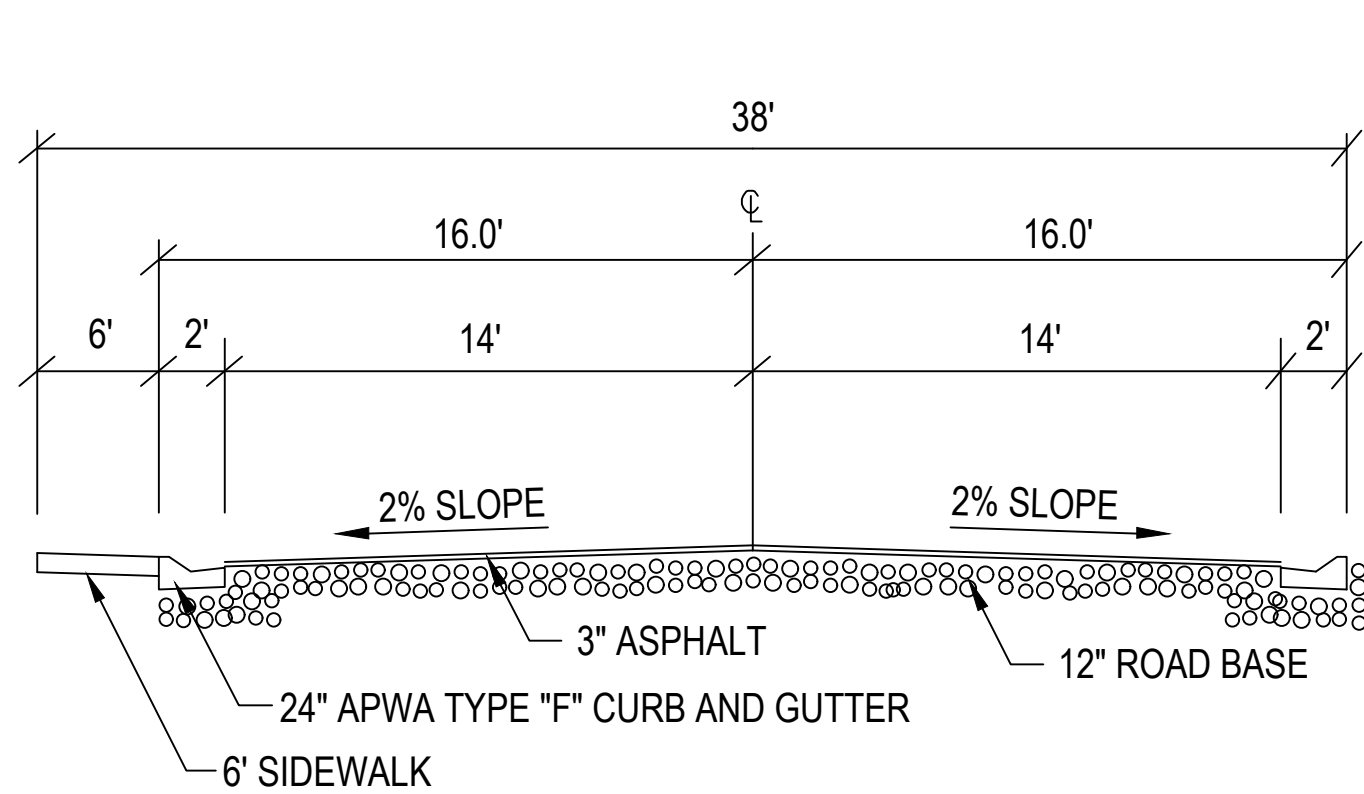
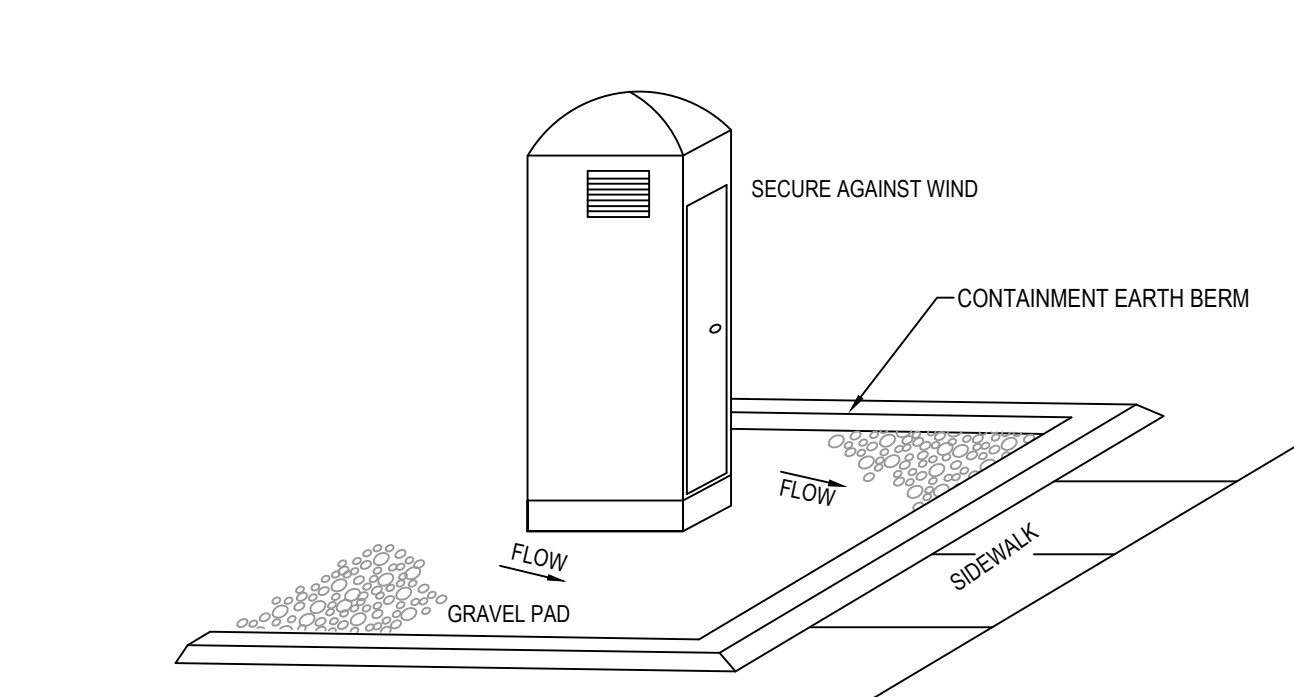


1 SAG INLET PROTECTION SCALE: NONE

2 TEMPORARY SILT FENCE SCALE: NONE

3 STABILIZED CONSTRUCTION ENTRANCE SCALE: NONE

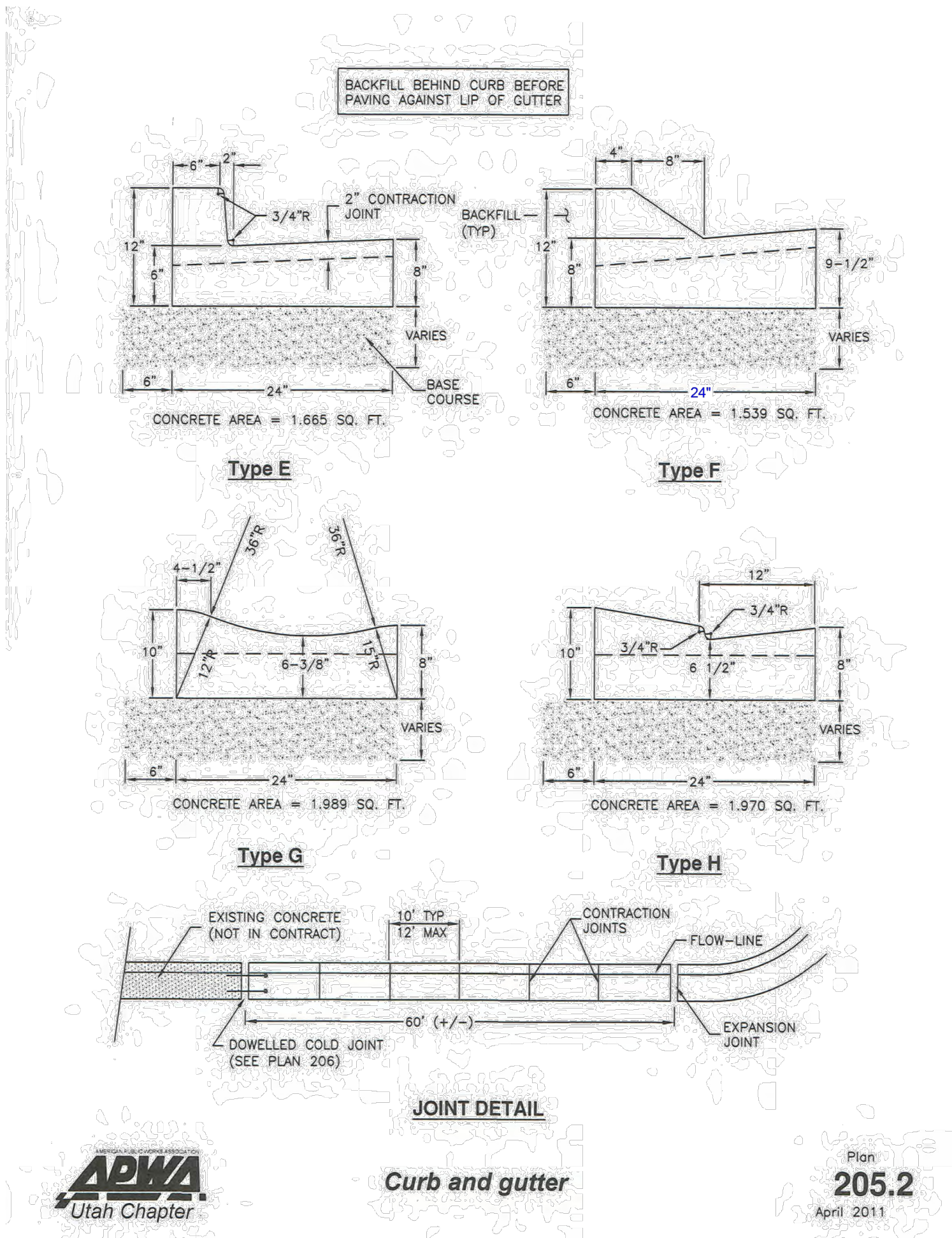
4 CONCRETE WASTE MANAGEMENT SCALE: NONE



5 PORTABLE TOILET SCALE: NONE

6 CROWNED ROAD SECTION SCALE: NONE

7 12" X 12" YARD DRAIN SCALE: NONE



- GENERAL
  - Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
  - Additional requirements are specified in APWA Section 32 16 13.
- PRODUCTS
  - Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
  - Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
  - Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
  - Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.
- EXECUTION
  - Base Course Placement: APWA Section 32 05 10. Thickness is 6-inches if flow-line grade is 0.5 percent (s=0.005) or greater. If slope is less, provide 8-inches. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
  - Concrete Placement: APWA Section 03 30 10.
    - Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install at the start or end of a street intersection curb return. Expansion joints are not required in concrete placement using slip-form construction.
    - Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
    - Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
  - Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.

THE STANDARD IN ENGINEERING

**LAYTON**  
919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100

**SANDY**  
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TRENT PRESTON  
PHONE: 801-451-6525

**SORREL SPRINGS SUBDIVISION**

**638 NORTH COMPTON ROAD**  
**FARMINGTON, UTAH**

**DETAILS**

PROJECT NUMBER  
12654

PRINT DATE  
2025-08-08

PROJECT MANAGER  
C.PRESTON

DESIGNED BY  
M.ELMER

**C-600**



**EXHIBIT C**  
**PHOTOS OF HISTORIC HOME**









# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Approval of Minutes for 09.16.25
2. Fraud Risk Assessment



## FARMINGTON CITY – CITY COUNCIL MINUTES

September 16, 2025

### WORK SESSION

Present:

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

*City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,  
Community Development Director Lyle  
Gibson,  
Assistant City Manager/City Engineer Chad  
Boshell,  
Assistant Finance Director Levi Ball, and  
City Parks and Recreation Director Colby  
Thackeray.*

Mayor **Brett Anderson** called the work session to order at 6:05 p.m.

### TRAILS APP PRESENTATION

Assistant City Manager/City Engineer **Chad Boshell** introduced GIS Specialist **Scott Kichman**, who is developing an app for the City. He came from Hawaii, where he worked for the Park Service in mobile development. He also worked for the Bureau of Land Management. He is impressed with Farmington's trails guidebook, which he has used while developing this new app. The new app shows easy, moderate, and strenuous trails marked by different colors. It will also indicate available amenities such as restrooms, parking, and pavilions. He hopes to add in future 3D modeling, historic sites, and photos of points of interest. He is also considering adding in a reservation system for City facilities such as playing fields.

While he has been doing this for the last 1.5 months, **Kichman** feels there is still a lot of room for development. He noted that e-bikes on trails is a controversial topic. He suggested posting QR codes along the trails pointing to this new app. Mention of it will also be made on the City's facebook, website, and newsletter. This is a great time of year to roll this out, as many residents are enjoying cooler weather on the City's trails.

The Mayor and Councilmembers expressed their excitement for this new app. Councilmember **Amy Shumway** noted that the West Davis Corridor was not included in the trails guidebook.

City Manager **Brigham Mellor** said he and the City Parks and Recreation Director have been considering bringing back the Trails Committee to organize volunteers who want to be involved in trail clean up.

Councilmember **Scott Isaacson** said he thought there would be subcommittees under the Parks, Recreation, Arts and Trails (PRAT) Advisory Board, and one of those would be for trails. PRAT was active while working on the General Plan, but they need a continued purpose.

**Mellor** said PRAT dwindled on the vine since the City hasn't kept them engaged. He suspects that two or three PRAT members would be interested in the Trails Subcommittee. This is an opportunity to rework the PRAT, to reform it and give members additional assignments. New

members need to be recruited to help organize volunteer labor. The new park will have an awesome stage, so it may be a chance to bring more artists and performers to the City. The Old Mill site is another future venue to consider. Farmington recently hired an employee whose main job is to help with trails throughout the City.

Councilmember **Melissa Layton** suggested having high school and college students help with marketing. **Issacson** said his daughter, **Melissa Mills**, who has a PhD in Music, is working on proposals to support the arts in the City.

**Shumway**, who served on the Trails Committee for 3.5 years, said the PRAT needs guidelines and could benefit from a Staff member attending each of their meetings. Various trail chiefs were assigned to walk certain trails at least twice each year while noting maintenance and service project possibilities. **Issacson** said the Youth City Council works because a Staff member is assigned to guide them.

#### **DISCUSSION OF REGULAR SESSION ITEMS UPON REQUEST**

Councilman **Alex Leeman** asked if Farmington had plans to put a stop light in on Mountain Road in the north of the City. **Mellor** said it is a City decision, and it was already part of the plan, although he doesn't want to impede traffic at that intersection.

Assistant City Manager/City Engineer **Chad Boshell** said since it is so close to the next traffic signal, the Utah Department of Transportation (UDOT) would be leery of a new light. However, it is up to Farmington to decide. The question is if the traffic volume justifies it. **Mellor** said the City Council doesn't decide on traffic measures; residents can instead comment on traffic at the Development Review Committee (DRC) level.

## **REGULAR SESSION**

Present:

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

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

## **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:02 p.m. Councilmember **Melissa Layton** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Scott Isaacson**.

Farmington High School Chamber Choir sang the National Anthem.

## **PRESENTATION:**

### **Appointment of Levi Ball as Finance Director and administration of the oath of office**

City Manager **Brigham Mellor** presented this agenda item. He said he and Assistant City Manager/City Engineer **Chad Boshell** started considering candidates over a year ago when **Greg Davis** told them of his planned retirement. They were impressed with **Ball** when they first met him. **Ball** grew up in Farmington and still has family who live there, including his parents and in-laws. He is a Certified Public Accountant (CPA) and graduated from the University of Utah with a Master of Accountancy. His wife and four children were in attendance.

City Recorder **DeAnn Carlile** administered the oath of office.

## **PUBLIC HEARING:**

### **Consideration of a Development Agreement for the Preliminary Planned Unit Development (PUD) and Schematic Subdivision for the Brickmoor residential project**

Community Development Director **Lyle Gibson** presented this agenda item. This is a unique property, as the City is the current owner. Farmington decided it was time to sell this asset for different uses in the community. A Request for Qualification (RFQ) process was used to select a developer for the City to work with as a partner. Boyer was selected as the developer of choice. The City owns 18 acres, and the Utah Department of Transportation (UDOT) owns 2 acres on the far north. Some land will not be sold, as it is used for a culinary water well. The property was originally zoned for retail and nonresidential use, but over the years there has not been any interest in developing retail shops.

Two public hearings for this project were held at the Planning Commission level. When the purchase contract was considered, email addresses of interested individuals were collected. The

typical online and physical publication guidelines were followed, and the email distribution was an additional layer of notification the City doesn't typically do.

This project has a total of 168 units, with 31 of those single-family detached units. Townhome front doors will face Main Street, with units featuring two and three stories closer to Highway 89. In response to public input, the number of units was reduced, additional guest parking was added, and the bakery was preserved. In addition, the stream running through the property will be daylighted so it can continue to be an asset to the community. A trail will be added to connect to a much bigger trail network on the east side. Since this is at schematic level, there are still things to be solved such as traffic impact on Main Street and intersections, stream alteration permits, and wetland mitigation.

**Gibson** said Staff's opinion is that using the PUD process allows bonus density as a standard process. This is a high-level schematic proposal, and is not the final approval. The Council must consider if they are O.K. with the big picture elements, general configuration, and number of units. After that, the developer can move forward with engineering and design, which is a significant cost to pursue. Under normal circumstances, this would not come back to the Council, but would only go back to the Planning Commission two more times. If the project proposal changes significantly, it will come back to the Council. Concept approval will come after the project has cleared engineering hurdles and other technical elements.

**Mellor** said he anticipates some changes to the Development Agreement to address elements such as phasing and financing for the park. He said public feedback was to put money to the fire station instead of to a park no one wants.

Councilmember **Scott Isaacson** said he was concerned with Section 19D on page 16 of the Development Agreement where Boyer would be allowed to transfer the project to a subsequent owner without City approval as long as the new owner followed the agreement.

Councilmember **Amy Shumway** said changing it could take away the new landowner's right to sell. She didn't see reference to a "Welcome to Farmington" sign in the Development Agreement.

City Attorney **Paul Roberts** said it is typical for a Limited Liability Company (LLC) to take over after development. He said the Council could restrict it and decide if a subsidiary would be allowed to own the land in the future.

Applicant **Spencer Moffat**, representing the Boyer Company, addressed the Council. The original density was 192, but it was reduced after his company spent time at open houses with the surrounding residents. They initially presented a 174-unit plan to the Planning Commission. It is now at 168 units. He said the contract language is standard in that the land would be assignable only after Boyer owns the property, although it is not their intent to assign or give it away. However, they will review any changes the City Council wants to make. **Mayor Anderson** said the City would like a voice at the table should there be discussions about assigning the contract to another party. **Moffat** said that is not something he has done in a Development Agreement before. The Development Agreement will be recorded with the property and run with the land, so any future owner would be bound by the agreement.

While **Isaacson** said in his career representing owners and developers of major projects, he would never allow the contractor to freely assign the contract to someone else. However, he said

it makes a big difference if the City owns the land or not. He just always envisioned being closely involved in this whole project because it started out as City land. He wanted to know if the City's "say" ends when Boyer buys the land. He had assumed they would continue to work together.

Councilmember **Alex Leeman** said the City would be involved in every aspect of the Development Agreement, but that agreement may be with another partner in the future.

**Shumway** asked if the plans could get rid of four units that are near an important trailhead and access to a potential future park. That would leave more open space with opportunities to develop.

**Mayor Anderson** said the City received emails that will be included as part of the record. He opened the Public Hearing at 7:44 p.m.

**Steve Anderson**, who has an interest in Buttered Bakeshop and Rose Cottage, addressed the Council. In the past, travelers would stop here along the major road running through the area for lunch and to trade out horses. Brigham Young would stop here to house cattle and livestock. For three years, this area wintered livestock before they were moved to Antelope Island. He is concerned about the historic nature of Main Street in this area. He is also concerned about the area where four lanes collapse into two lanes, as well as the amount of density. He would like a traffic study. He wants the fire marshall to determine if engines can move around appropriately. Streams on his property run at 16 gallons per minute. He is willing to put a plaque on his land, as it is the most visible on his corner. He does not want the emergency access opened up. This area used to be an agricultural extension planted with every tree in Utah, and a giant sequoia still remains.

**Andrew Gemperline** addressed the Council. As a civil engineer for 38 years, safety is his first priority, specifically ingress, egress, and pedestrian movements on Mountain Road. Youth in the area will be interested in walking to nearby Cherry Hill. Since traffic lights are mitigation for poor planning, he would rather see a right-in and right-out. The south access has terrible sight distance. Good engineering can take care of the problems there for a small price. He offered his services to review any future engineering there.

**Leeman** said the City's decisions need to be made by engineers, otherwise they could be sued. Therefore, the Council will rely on traffic studies and the Development Review Committee (DRC).

**Patricia Anderson** (671 Somerset Street, Farmington, Utah), Steve's wife, addressed the Council. She said if the crash gate is opened up, people will use it. She is worried about the ingress and egress. She knows the Development Agreement can't address whether or not the units can be rentals, but parking is not addressed in the agreement. She said the daylighted stream is not clear. There has been a lot of tweaking and stretching to allow bonus density. She anticipates five housemates living together in order to afford rent, which will cause on-street parking. The agreement is very vague and otherwise open to change and interpretation, and she understood that the exhibits are not included.

**Leeman** said that is not correct, as the Development Agreement requires the project to be developed consistent to what is in the exhibits. If it is in the Project Master Plan (PMP), it is in



the Development Agreement. **Isaacson** agreed, saying paragraph 9 says the PMP is part of the agreement and is therefore binding. While conceptual in nature at this point, it can be modified.

**Gina Kearns** said it is very discouraging to come to City meetings. After a lot of talk in the neighborhood about what development would be best here, the townhomes are exactly what everyone did not want. The residents there were just beat down so the City could do whatever they wanted to do anyway. There will always be contention in this area.

**Sharon Tru** (Northridge Road, Somerset, Farmington, Utah) said the Development Agreement compromises the Neighborhood Mixed Use (NMU) ordinance, which is supposed to protect residents from overwhelming development. The smaller the units are, the more rentals there will be, and the more adults will be living in each. She does not like the deviations from City Code listed in Exhibit D such as the three stories adjacent to Highway 89. Noting the recent death of a 13-year-old Farmington resident while riding an e-bike, she said the NMU requires bike pathways throughout the development. Getting bikes off the road will help. She asked the Council not to approve the Development Agreement, as too many adjustments need to be made. It pushes the limits. She would like more time so better solutions and compromises for traffic and safety can be made between the City and the developer.

**Jake McIntire** said the PMP is part of the Development Agreement, but it clearly has ways to be amended for economic and developmental reasons. Since this is a schematic phase, this will not come back to the Council again unless the Planning Commission feels they can't approve a change. Therefore, the Council won't have another say on this. In nine years from now, architectural style changes can be made because the original is no longer marketable. He works with communities on master plans, which are conceptual and up to change. There is very little in the actual Development Agreement that holds the City accountable for what they care about. The community members to the south came and asked that community benefits and amenities be made a part of the Development Agreement. A lot of empty promises didn't come true because they were not made part of the Development Agreement. He strongly encouraged the Council to add qualifiers to item 19D regarding selling off to other development companies. The City could have right of first refusal, or the developer could come back to the Council for reapproval of the Development Agreement.

**Patricia Anderson** said she generally walks 5 miles each day, and motorists have turned left into her while she was in the middle of a crosswalk by the funeral home.

**Sheri Evarts** (1735 N. Hampton Court, Farmington, Utah) addressed the Council via Zoom. She agrees with **Steve Anderson** and **Gemperline**, and would also like to eliminate the four homes by the trailhead. She agrees with **Patricia Anderson** about ingress and egress. She agrees with Kearns and Tru that the NMU should protect the surrounding neighborhood. This proposal exceeds 9 units per acre. She would like this approval delayed in order to reassess. She does not want to bury another child like they did on Saturday.

**Jody Vanskiver** addressed the Council via Zoom. She lives south of the proposed project and is worried about traffic. The Mayor is familiar with their concerns. She was told that the access road would be for emergencies only. That road can't handle additional traffic through the neighborhood.

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

**Leeman** said he is not sure where the notion that the Development Agreement and PMP is not enforceable came from. Minor changes can be approved by the Planning Commission, but major changes must be approved by the Council. Every agreement can be changed if the two parties agree to it. **Isaacson** said the agreement is very clear that it can only be modified by mutual agreement. It is not possible for the developer to unilaterally change things.

**Leeman** said this project has to be moved forward in order to get greater details such as soil, water, and drainage studies. The DRC has to pass off those issues, and permits must be obtained in order to alter streams. If the developer doesn't get those third-party approvals, the project stops. There is no guaranteed development. Part of the process is that each step adds a layer of detail, which costs a lot of money. The Council respects that the City needs to get more details, and the process ensures that.

Regarding the allowed density, **Gibson** noted that they started out with 250 units. **Leeman** said that with 15.76 acres at 9 units per acre, and with a bonus, they qualified for 177. They are now under that. They are still under the most conservative calculation in the Staff Report.

**Gibson** said it could be looked at many different ways, including if the streets, open space, and detention are included, or if it includes the entire district or just what the City owns. This is a legislative action in the Council's discretion, as they must decide if it is appropriate or not.

**Shumway** said 20 years ago, none of the current Councilmembers sat on this Council. Many decisions were made long ago.

**Layton** directed the public to consider page 26 and what Farmington got in return, saying that the Council listened to resident feedback. Nine townhomes are deed restricted for moderate-income housing. A public trail going behind the development, as well as open space, is a big deal. The area around the Rose Cottage is a gem and asset to this little community. It was a really big deal to open up space and put gardens, parking, and utility access next to a historic space.

Councilmember **Roger Child** said he appreciates the preservation of frontage, and that the taller units are deeper inside the project next to the highway. From Main Street, there are only two stories. The developer is being sensitive to the preservation of Main Street, and keeping a very residential overtone. Most of the safety issues that have consistently come up can be resolved further along in the process. This is still a schematic plan and engineering has not all been completed yet. The traffic study was originally based on 275 units, and now the unit count is 1/3 less. He doesn't want a traffic light and would rather have a right-in and right-out. He hears from residents that they don't want their taxes raised, but they would have been if the City didn't consider selling this property to fund a new fire station.

**Shumway** said she would like pedestrian access through the crash gate, which would connect neighborhoods with pedestrian access. However, she does not want that area open for cars.

**Isaacson** said the City could have done other things that could have made much more money off this property, and the Council is trying to find a balance. As stewards of the City, they could not let this land sit there any longer. Technical issues will be addressed as the City proceeds to meet legal standards. He knows by experience that change is hard, as he moved to 1100 West 22 years ago. He doesn't live in the country anymore.

**Mayor Anderson** said the City needs to find a happy medium. He recalled Gov. **Spencer Cox** inviting mayors throughout Utah to his mansion on May 29 to discuss the state's housing crisis. By the time the Olympics come to Utah in 2034, **Cox** said the state needs 400,000 more living units, which could be solved with inventory. He told the cities that if they are unwilling to solve this, the state would instead, which would take planning away from cities. Montana and Texas have already done this. He researched what other cities recently bonded for new fire stations including Syracuse for \$12 million, and Sandy for \$21 million. They are literally burning money.

**Leeman** said he appreciates the modifications that the developer has made. The quality of Boyer's development speaks for itself, especially along the Main Street frontage.

**Mayor Anderson** proposed doing away with the 10 units surrounding the park, in order to open it up. **Layton** said she approved of that idea. **Mellor** asked what purpose the open space would serve. Each unit that is given up results in \$20,000 less for the new fire station. It is space that would be neglected, such as open space around the detention basin that no one seems to care about.

**Shumway** said this could be a developed park in the future, and four units seem to block access to a trailhead. She appreciated the historic items **Steve Anderson** brought up. She asked where the developers got the idea for the name Brickmoor.

**Moffat** said the intent was historic, and the primary building material will be brick. Older neighborhoods tend to have more brick, which is easily identifiable.

**Isaacson** said he is still troubled by the assignability part of the agreement, but he can live with it. However, if it is not a subsidiary of Boyer, he would like the City to have a look at it.

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

**Leeman** moved that the City Council approve the Schematic Subdivision Plan, Preliminary Planned Unit Development, and Development Agreement for the Brickmoor as set forth in the Staff Report, including the attached Project Master Plan subject to Findings in Staff Report with the following additional Conditions 1-3:

1. The developer return to City Council in a study session with their final signage renderings.
2. Pedestrian access through the emergency access road southwest of the development be preserved.
3. Paragraph 19 of the Development Agreement referring to assignability indicate that the developer is free to assign to wholly owned subsidiaries. Assignment to other parties is subject to approval of the City, which should not be unreasonably withheld.

#### **Findings 1-5:**

1. The proposed development is consistent with the Farmington City General Plan and vision for the area.
2. The subdivision as designed creates a desirable neighborhood that is consistent with the NMU zone and Planned Unit Development purpose and standards.
3. As designed, the development can be serviced by required utility providers and establishes a street network capable of handling the number of units proposed.

4. The project creates a variety of housing while providing reasonable buffering and transitioning from abutting properties while creating a desirable streetscape along Main Street at the entry to the City.
5. The property supports and enhances the historic home/bakery which it is adjacent to while providing meaningful community benefits such as open space access and trails in addition to amenities created for the residents of Brickmoor. In addition to the proposed rent reduction on nine townhome units, these improvements qualify as “other benefits” to help the project meet its moderate-income housing requirement.

**Shumway** seconded the motion.

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

The motion passed, as it was 4-1 in favor.

**Layton** said she voted “nay” because she would still like to see a lower density. She feels concerned when people don’t feel heard by the Council. Councilmembers really do read and respond to residents’ emails. In this case, they held extra meetings that weren’t required. She even held meetings with residents on her own.

**Isaacson** said listening doesn’t always mean agreeing. Opinions can be respected even when they are not agreed with. **Leeman** said he didn’t feel the Council could do their fiduciary duty sitting on this land while borrowing money and paying interest to build a new fire station.

## **SUMMARY ACTION:**

### **Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Monthly Financial Report
- Item 2: Zone Change Enabling Ordinance – B and C-R to CRT (Lagoon Administration Building)
- Item 3: Approval of minutes for September 2, 2025

### ***Motion:***

**Child** moved to approve the Summary Action list Items 1-3 as noted in the Staff Report.

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

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

## GOVERNING BODY REPORTS:

### Mayor Anderson and City Council Reports

**Isaacson** mentioned that his daughter recently got a \$800 water bill, which was the result of a running toilet after grandchildren had stayed for a long weekend. **Mellor** said he regularly gets calls about such situations, and he would like to work this out personally.

**Leeman** is concerned with safety at the four-way stop on Innovator, as there have already been accidents there. The intersection is so big that it is difficult to see the stop signs. **Mellor** said he would follow up on putting more stop signs on Innovator. He and **Boshell** have been putting pressure on getting lighting in that area as well. There is no power transformer to put a light up at Burke and Innovator, so solar panels may be necessary. He said there will be stop sign at Maker and Burke, as well as the T at Maker and Innovator.

### CLOSED SESSION

Present:

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

*City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,  
Assistant City Manager/City Engineer Chad  
Boshell,  
Matt Church,  
Trent Ferrin, and  
Libby Lowther.*

### ***Motion:***

At 9:39 p.m., Councilmember **Scott Isaacson** made the motion to go into a closed meeting for the purpose of strategy session to discuss pending or reasonably imminent litigation.

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

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

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

Sworn Statement: I, **Brett Anderson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session, and that no other business was conducted while the Council was so convened in a closed meeting.

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**Brett Anderson**, Mayor

***Motion:***

At 10:06 p.m., Councilmember **Alex Leeman** made the motion to adjourn the closed meeting.

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

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

---

**DeAnn Carlile**, Recorder

**ADJOURNMENT**

***Motion:***

**Leeman** made a motion to adjourn the meeting at 10:06 p.m.

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

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

---

**DeAnn Carlile**, Recorder

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Shannon Harper, City Treasurer  
**Date:** October 7<sup>th</sup>, 2025  
**Subject:** Fraud Risk Assessment

### RECOMMENDATION

Review Fraud Risk Assessment

### BACKGROUND

The Office of the State Auditor requires that all local government complete an annual fraud risk assessment internally. After completing the State Auditor's fraud risk assessment questionnaire, we have found that we are currently at low risk for fraud.

Respectfully submitted,



Shannon Harper  
City Treasurer

Review and concur,



Brigham Mellor  
City Manager



# Fraud Risk Assessment

Continued

\*Total Points Earned: 355/395 \*Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training ( <a href="http://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

\*Entity Name: Farmington City

\*Completed for Fiscal Year Ending: 2025

\*Completion Date: 10/07/2025

\*CAO Name: Brigham Mellor

\*CFO Name: Levi Ball

\*CAO Signature: \_\_\_\_\_

\*CFO Signature: \_\_\_\_\_

\*Required