

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, December 9th, 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.**

- Evan's Concept Discussion
- Police Taser Discussion
- EV Car Charger Discussion
- Discussion of regular session items upon request

**REGULAR SESSION – 7:00 p.m.**

**CALL TO ORDER:**

- Invocation – Mayor Brett Anderson
- Pledge of Allegiance – Councilmember Alex Leeman

**PRESENTATIONS:**

- Recognition of Alex Leeman for Service to Farmington City
- Musical number from Music in Me (8 years +) "Somewhere in my Memory" from Home Alone.
- Recognition of Sylus Harper, Student of the Month [pg 3](#)
- Department Head and City Council Top Gun Awards by Police Department

**BUSINESS:**

- Master Service Agreement(s) A + B for electric car charging infrastructure at municipal locations [pg 5](#)
- Integrated Water and Land Use Element of the General Plan [pg 36](#)
- Consolidated Fee Schedule Amendments [pg 61](#)
- Zone Text Amendment – 11-3-045 Public Hearing Requirements for Certain Special Exceptions [pg 96](#)
- Changes to multiple sections of City Code to correct references to the State of Utah Land Use and Development Management Act [pg 106](#)
- Rock Haven Preliminary Planned Unit Development (PUD) [pg 125](#)
- Schematic Subdivision, Preliminary Plat and Special Exception for Access Across another lot for the Red Barn Lane [pg 135](#)
- Update to Planning Commission Bylaws. [pg 140](#)

**SUMMARY ACTION:** [pg 153](#)

1. Monthly Financial Report [pg 154](#)
2. Ordinance Establish Dates, Time and Place for holding Regular Farmington City Council meetings [pg 155](#)
3. Approval of Minutes 11-18-25 [pg 156](#)

**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). DeAnn Carlile Posted on December 5th, 2025*

# CITY COUNCIL AGENDA

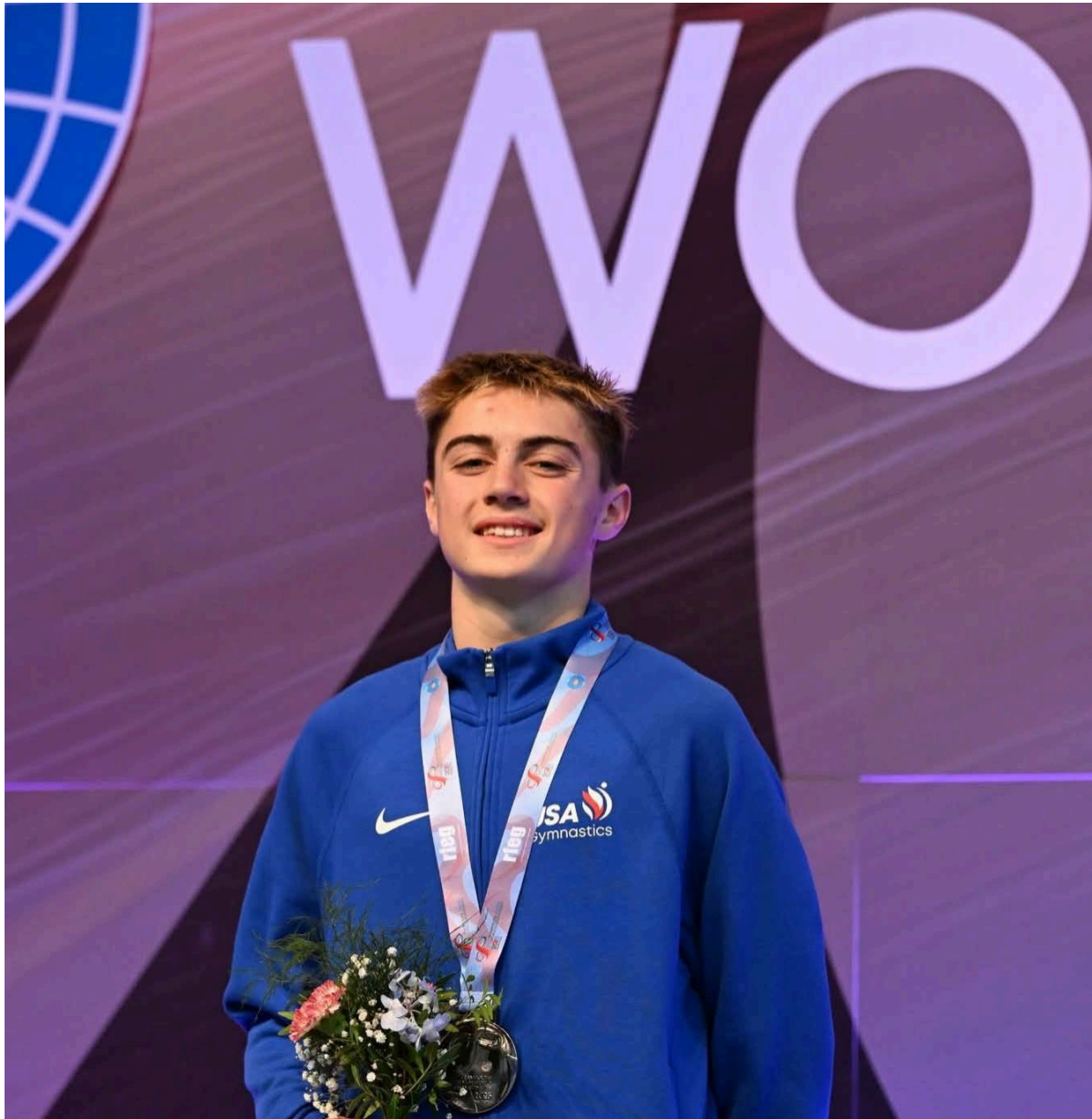


## PRESENTATION

AGENDA TITLE: Student of the Month – Sylum Harper

MEETING DATE: December 9, 2025

Farmington City Student of the Month  
Sylus Harper



# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Master Service Agreement(s) A + B for electric car charging infrastructure at municipal locations

PRESENTED BY: Brigham Mellor, City Manager

MEETING DATE: December 9, 2025



## **CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Brigham Mellor  
**Date:** 12/09/2025  
**Subject:** Master Services Agreement(s) A + B for electric car charging infrastructure at municipal locations

### **RECOMMENDATION(S)**

Approve the master services A and B agreement with gogoEV to start exploring options for infrastructure funding procurement.

### **BACKGROUND**

Farmington City now has 5 electric vehicles in its fleet. It has been a learning experience, and through that, we have discovered a need for higher-level chargers (160 kW and above). These are expensive chargers, and if we act fast, we may be able to secure grants to help pay for that infrastructure, and working with gogoEV will capture resources to pay for operation and maintenance.

Master services agreement (A) allows us to work with gogoEV to target all or the substantial majority of eligible project costs be covered by a stack of competitive grants/rebates plus lawful clean-energy credits (e.g., IRC §48E for DER such as solar PV and BESS, using elective/direct pay when the City is eligible). The baseline scope per site is two (2) × 160 kW DC fast chargers (DCFC); optional Level 2 ports may be added.

Master service agreement (B) allows us to work with gogoEV to leverage the State EVSE Program; which has a baseline equipment configuration per site of one (1) 160 kW DC fast charger (DCFC) and ten (10) Level 2 ports, unless otherwise agreed in the SOW. Funding relies primarily on applicable state EVSE programs (e.g., Utah state program(s)) and available utility make-ready/rebate programs. Federal incentives (e.g., §30C) may be layered if eligible.

This agreement allows gogoEV to work through the grant process on our behalf. No resources or locations are committed at this time.

Respectfully submitted,



**Brigham Mellor**  
City Manager



# MASTER SERVICES AGREEMENT

(MODEL A — GRANTS + TAX CREDITS)

**Municipal EV Program – Farmington City**

This Master Services Agreement (“**Agreement**”) is entered into as of [Effective Date] (the “**Effective Date**”) by and between **Farmington City**, a political subdivision of the State of Utah (“**City**” or “**Public Owner**”), and **GOGO EV Corp.**, a Utah corporation (“**GOGO EV**” or “**Service Provider**”). City and GOGO EV may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

## 1. Purpose; Program Framework

### 1.1 Purpose.

The Parties desire to plan, fund, install, commission, operate, maintain, and report on **public EV charging infrastructure** at City facilities to advance transportation, economic development, tourism, and sustainability objectives.

### 1.2 Program Framework.

Sites will be authorized via **site-specific Statements of Work (“SOWs”)** executed under this Agreement. Each SOW shall: (a) identify the site and equipment; (b) **confirm Model A selection**; (c) define schedule and milestones; (d) allocate responsibilities; (e) **describe the grant + clean-energy tax-credit funding structure**; and (f) incorporate this Agreement and all Exhibits.

### 1.3 Model A (Grants + Tax Credits).

Model A targets that **all or the substantial majority of eligible project costs** be covered by a stack of **competitive grants/rebates** plus **lawful clean-energy credits** (e.g., **IRC §48E** for DER such as solar PV and BESS, using elective/direct pay when the City is eligible). The **baseline scope** per site is **two (2) × 160 kW DC fast chargers (DCFC)**; **optional Level 2 ports** may be added to improve competitiveness/budget; **optional solar PV and/or BESS** may be included and sized to maximize incentive value and program compliance.

## 1.4 Funding Principles; \$0-Upfront Target.

The Parties will collaborate to **minimize or eliminate upfront City cash** by stacking **grants/rebates** with **direct-pay eligible DER credits** where legally permissible for a public owner. **No incentive is guaranteed.** If a required award is **denied or materially reduced** such that Model A cannot be delivered as scoped, the Parties will work in good faith to **pivot to Model B** (or other mutually acceptable structure) by SOW amendment within the time stated in the SOW. If no amendment is executed within that window, either Party may **terminate the affected SOW without penalty**, paying only **allowable pre-termination costs** expressly authorized by the SOW and by law.

## 1.5 Ownership; Metering.

Each SOW will designate **EVSE/DER ownership** and **meter responsibility** to (i) comply with program rules, and (ii) **maximize lawful incentive value**. Where **elective/direct pay** is pursued, the SOW may designate **City ownership of DER** (if legally permissible and advantageous).

## 1.6 Scope of Services.

GOGO EV shall provide network operations, payment processing, customer support, monitoring, maintenance, reporting, funding support, and related services as detailed in **Section 3** and the **Exhibits**. Additions or changes shall be defined in the applicable SOW.

## 1.7 Service Levels.

**Uptime** and **response** commitments apply to all commissioned sites per **Exhibit D**.

## 1.8 Procurement; Appropriations; Compliance.

Each project is subject to **Utah procurement** requirements, **budget/appropriation** constraints, permits, and any **program-specific terms** incorporated into the SOW. If a program requires different or additional terms, those shall be included in the SOW.

## 1.9 Relationship; Order of Precedence.

The Parties are **independent contractors**. In the event of conflict, the order of precedence shall be: (i) **SOW** (for program-mandated needs and scope specifics), (ii) this **Agreement**, then (iii) the **Exhibits**.

## 1.10 No Tax or Legal Advice.

Each Party is solely responsible for **its own tax and legal counsel**. Incentive summaries are planning aids only and **not guarantees** of eligibility or award.

## 2. Definitions

“**Basic Maintenance**” means routine remote monitoring, troubleshooting, firmware/software updates, configuration changes, and minor fixes not requiring significant parts or extended on-site labor.

“**Heavy Maintenance**” means non-routine, material repairs requiring on-site labor and/or significant parts replacement (e.g., power modules, contactors, dispensers, cables, screens).

“**DER**” means distributed energy resources (e.g., solar photovoltaic (PV), battery energy storage systems (BESS)) if included in a SOW.

“**Direct Pay**” means elective payment of certain federal credits (e.g., §48E) to eligible entities, as provided by applicable law and guidance.

“**Services**” means all services GOGO EV performs under this Agreement and any SOW, including operations, maintenance, customer support, reporting, and funding support.

“**SOW**” means a Statement of Work executed by the Parties incorporating this Agreement by reference.

“**Uptime**” means a charger’s percentage of time available to dispense energy to the public, excluding **Excused Downtime** in Exhibit D.

“**Utility Programs**” means any utility make-ready, service upgrade, rebate, or bill-credit program available to the site.

## 3. Services by GOGO EV (Operations, Funding Support & Delivery)

### 3.1 Standard of Performance.

GOGO EV shall perform the Services in a **professional, workmanlike manner** consistent with EVSE industry standards and **Applicable Law**.

### 3.2 Program & Site Development.

As authorized in the SOW, GOGO EV will: (a) conduct preliminary **site diligence** and **conceptual layouts**; (b) coordinate with the **utility** on service capacity and interconnection; (c) support **permitting**; and (d) assist with bid and construction documentation as applicable. No construction shall commence until all **required permits** have been issued and the SOW authorizes mobilization.

### 3.3 Network Operations; Payment Processing.

GOGO EV shall provide: (a) **OCPP connectivity**, configuration, and firmware management; (b) real-time **monitoring and diagnostics**; (c) **secure payment processing** for card and in-app transactions (**PCI-DSS** compliant); (d) **monthly automated reports**; and (e) a **City portal** for KPIs, pricing controls, and status.

### 3.4 Operations & Maintenance (O&M).

GOGO EV shall continuously **monitor** equipment, perform **Basic Maintenance**, and **dispatch** technicians for **Heavy Maintenance** when required and authorized. The **pre-approval threshold** for Heavy Maintenance appears in **Exhibit B**. GOGO EV shall coordinate warranty claims and pass through any eligible credits or reimbursements to City.

### 3.5 24/7 Customer Support.

GOGO EV will provide **round-the-clock driver support** via phone and/or in-app channels, including remote triage, session restarts, and escalation to dispatch when necessary.

### 3.6 Reporting; Data.

GOGO EV shall provide **monthly reports** including Uptime, session counts, kWh dispensed, revenue, incident logs, and **Mean Time To Restore (MTTR)**. City **owns** its site-specific operational data. GOGO EV may use **anonymized, aggregated** data for benchmarking and product improvement.

### 3.7 Permitting & Interconnection.

GOGO EV will prepare and submit **permit** and **interconnection** applications as authorized. City will provide **letters of site control** and any required municipal signatures.

### 3.8 Incentive & Funding Support (Model A).

GOGO EV will identify, prepare, and administer **grants, rebates, and direct-pay-eligible tax-credit** documentation (e.g., §48E for DER) where lawful, with City cooperation. GOGO EV will prepare a **Site Incentive Memorandum** for each SOW that summarizes the targeted stack and compliance steps. GOGO EV does **not warrant** award timing or success.

### 3.9 Optional Digital Media.

If City approves **advertising screens** or other digital media on chargers, GOGO EV will manage ad operations subject to City content standards. **Revenue sharing** is set in **Exhibit B**.

### 3.10 Training; Handover.

Upon request, GOGO EV will train designated City personnel on portal use, reporting, and on-site best practices and will provide a concise **O&M playbook** for each site.

### 3.11 Subcontractors.

GOGO EV may engage qualified subcontractors; GOGO EV remains **responsible** for their work and shall flow down relevant obligations.

### 3.12 Enhancements & Upgrades.

Software/firmware enhancements and minor configuration changes are included under Basic Maintenance; **capital upgrades** (e.g., power module additions, new dispensers) require a **mutually executed SOW**.

### 3.13 Safety.

GOGO EV shall follow manufacturer safety procedures, **lock-out/tag-out**, and **OSHA** requirements for all on-site work.

### 3.14 Records; Access.

Operational and maintenance records will be maintained for at least **three (3) years**, or longer as required by program rules, and made available to City upon reasonable request.

### 3.15 Limitations.

GOGO EV is not responsible for **utility outages, building power failures, acts of God, vandalism/third-party damage, or City-directed shutdowns**; see **Exhibit D** for Excused Downtime and remedies.

## 4. Project Delivery (SOWs; Model A Selection)

### 4.1 SOWs Required.

Each site shall be authorized by a **signed SOW** that incorporates this Agreement and includes: scope, **Model A confirmation**, schedule, funding plan, ownership/metering, acceptance testing, commercial terms, and any program pass-through clauses.

## 4.2 Planning; Model A Confirmation.

Each SOW will attach a **funding summary** (targeted grants/rebates/credits) and confirm **Model A** as the delivery structure.

## 4.3 Ownership; Metering.

Each SOW will specify **ownership** of EVSE/DER and who is the **utility account holder** (existing or new meter), structured to **capture lawful awards** and maintain compliance (e.g., City ownership of DER where direct pay is contemplated and lawful).

## 4.4 Procurement; Construction; Commissioning.

Projects shall comply with **Utah purchasing** requirements. The SOW will identify responsibilities for civil/electrical work, utility upgrades, equipment procurement, and administration. Upon substantial completion, GOGO EV will perform **commissioning** and a **witnessed acceptance test** (test charge sessions, payment authorization, signage/striping verification, network connectivity).

## 4.5 Funding Flows; Reconciliation.

Awards and rebates shall be **applied** as set forth in the SOW. Upon receipt of incentive funds, GOGO EV will **reconcile** any temporary balances per the SOW's **settlement waterfall** and provide **itemized accounting**.

## 4.6 Non-Appropriation.

If funds are **not appropriated** for an SOW, City may **terminate** that SOW in accordance with **Section 6**, paying only allowable pre-termination costs expressly authorized in the SOW and by law.

## 4.7 No Municipal Debt Without Authorization.

This Agreement does not create **municipal debt** absent separate, explicit City authorization. Any financing terms must be expressly set forth in a SOW.

# 5. Commercial Terms (Model A)

## 5.1 Revenue; Electricity; Pricing.

Unless the SOW states otherwise, **City** is the **revenue beneficiary** and is responsible for **electricity** and utility charges. City maintains **pricing control** through the portal (subject to technical and legal constraints), including energy rates, idle fees, and time-of-day rules.

## 5.2 Managed Service Fees (MSF).

**Model A / Non-financed baseline: \$200 per DCFC per month and \$20 per Level 2 port per month** (if any). MSF begins upon **Acceptance** of the site and is invoiced **monthly, Net 30**. **Annual adjustment:** the greater of **3%** or **CPI-U**, **capped at 5%**, unless an SOW states otherwise.

## 5.3 Setup & Activation Fee.

A one-time per-site **Setup & Activation Fee** will be waived and not be included in the costs.

## 5.4 Heavy Maintenance; Pre-Approval Threshold.

**Heavy Maintenance** (parts + on-site labor) requires **City pre-approval for any incident exceeding \$500** (except emergencies to protect life/safety or prevent further damage). Parts are billed at **cost**; labor at the **SOW field rate**. GOGO EV will pursue **warranty** remedies and credit City when realized. *(If you prefer a \$2,000 threshold, say the word and we'll adjust Exhibit B.)*

## 5.5 Advertising (Optional).

If enabled, net **advertising revenue** (after platform/ad-serving fees) will be split **50% City / 50% GOGO EV**, subject to City's content category restrictions.

## 5.6 Invoicing; Disputes; Audit.

GOGO EV will issue **monthly invoices** itemizing MSF, approved Heavy Maintenance, and any pass-throughs. Undisputed amounts are due **Net 30**. A Party disputing any amount shall notify the other within **15 days** with a written explanation; the Parties will confer in good faith. City may **audit** relevant books and records related to this Agreement on reasonable notice during normal business hours.

## 5.7 No Waiver of Governmental Immunity.

Nothing herein shall be construed as a waiver of any **protections or immunities** afforded to City under **Utah law**.

# 6. Term; Termination; Pivot Rights

## 6.1 Term.

This Agreement begins on the Effective Date and continues for **five (5) years** unless earlier terminated. It **automatically renews** for successive one-year terms unless a Party gives at least **60 days'** written notice of non-renewal.



## 6.2 Termination for Cause.

Either Party may terminate this Agreement or a specific SOW for a **material breach** by the other Party that remains **uncured 30 days** after written notice (or a longer period if the breach is not reasonably curable within 30 days and the breaching Party diligently pursues cure). Repeated failure to meet SLA metrics under **Exhibit D** (excluding permitted exceptions) may constitute a material breach.

## 6.3 Model-Contingent Termination (Model A).

If grants, rebates, approvals, or credits **fundamental to Model A** are **denied** or **materially reduced**, the Parties shall work in good faith to **pivot to Model B** by SOW amendment within **45 days**. If no amendment is executed, either Party may **terminate the SOW without penalty**, paying only allowable pre-termination costs expressly authorized by the SOW and by law.

## 6.4 Suspension.

A Party may **suspend** performance under an affected SOW upon written notice if safety, legal compliance, utility constraints, or program directives require a pause. The Parties will cooperate to **resume** performance promptly.

## 6.5 Effect of Termination.

Upon termination of an SOW, the Parties will cooperate to ensure an **orderly transition**. Accrued payment obligations survive. Sections that by their nature should survive (e.g., confidentiality, IP/data ownership, indemnities, limitations of liability, dispute resolution) shall survive.

# 7. Service Level Agreement (SLA) — Detail

## 7.1 Uptime Target.

GOGO EV will use commercially reasonable efforts to maintain **97% Uptime** per site measured on a **rolling 90-day** basis.

## 7.2 Excused Downtime.

Uptime shall exclude downtime caused by: (a) **utility outages** or service curtailments; (b) **site power failures** outside GOGO EV's control; (c) **force majeure**; (d) **vandalism, collision, and third-party damage**; (e) **City-directed shutdowns** or construction conflicting with access; and (f) **scheduled maintenance** with at least **48-hours' notice** when practicable.

## 7.3 Response & Restoration.

**Critical triage** within **1 hour** of incident open; **dispatch decision** within **4 hours**. On-site response windows will reflect **urban/rural** conditions and will be stated in the SOW or O&M plan. GOGO EV will target commercially reasonable **MTTR** benchmarks, excluding long-lead parts outside its control.

## 7.4 Service Credits (Non-Penalty).

If monthly Uptime for a site is:  $\leq 96.99\%$  then a **10%** MSF credit;  $\leq 94.99\%$  then **20%**;  $< 93\%$  then **35%**. Credits are capped at **100%** of the monthly MSF and are the **sole and exclusive monetary remedy** for SLA shortfalls, without limiting rights to terminate for cause under **Section 6.3** for chronic failure.

## 7.5 Chronic Failure.

**Three (3) months** below **97%** Uptime in any **six (6)-month** window (after exclusions) constitutes chronic failure. The Parties will meet to implement a **corrective action plan**; continued failure may constitute cause under Section 6.3 for the affected SOW.

# 8. Risk Allocation

## 8.1 Indemnity; Limitation of Liability.

Each Party shall **indemnify** the other for third-party claims to the extent caused by its **negligence, willful misconduct, or breach**. **Neither Party shall be liable for incidental, special, indirect, consequential, or punitive damages**, except where prohibited by law or for breaches of confidentiality, data security obligations, or payment obligations.

## 8.2 No Waiver of Governmental Immunity.

Nothing herein waives City's **governmental immunity** under Utah law.

# 9. Compliance & Government Terms

## 9.1 Laws; Programs.

The Parties shall comply with all applicable **federal, state, and local laws**, codes, and regulations, applicable **grant/rebate/credit program terms**, and any **Utility Program** requirements incorporated by SOW.

## 9.2 Employment; E-Verify; Non-Discrimination.

GOGO EV shall comply with applicable employment, wage, and immigration laws, use **E-Verify** where required, and shall not discriminate on any unlawful basis.

## 9.3 Debarment; Anti-Corruption.

Each Party represents that it is **not debarred or suspended** and will comply with **anti-corruption** and **anti-kickback** laws.

## 9.4 Public Records; Confidentiality (GRAMA).

City will handle records under **GRAMA**. Non-public information designated **confidential** will be treated as such to the extent permitted by law. If disclosure is required by GRAMA or court order, City will, to the extent permitted, notify the disclosing Party to allow protective steps.

## 9.5 Data Security; PCI-DSS.

Payment processing shall comply with **PCI-DSS**. GOGO EV shall use commercially reasonable measures to protect operational data and City information in its possession.

## 9.6 Branding; Publicity.

Any use of City name, seal, or marks requires **City's prior written approval**. City may make public statements about the program consistent with public-sector norms.

## 9.7 Audit; Records Retention.

Each Party shall retain records related to this Agreement and any SOW for at least **three (3) years** after final payment (or longer if required by program rules) and make such records reasonably available for **audit**.

# 10. General Provisions

## 10.1 Notices.

All notices shall be in writing and delivered by recognized **overnight courier, certified mail, or email with confirmation** to the addresses designated below (or as updated by notice). Notices are effective upon delivery (or email confirmation).

**City:**

Farmington City

Attn: [Department/Title]  
[Address]  
Email: [Email]

**GOGO EV:**

GOGO EV Corp.

Attn: Contracts

50 W. Broadway, Ste. 300 Salt Lake City, Utah 84101

Email: [kirby@gogoev.com](mailto:kirby@gogoev.com)

## **10.2 Independent Contractors.**

The Parties are **independent contractors**; nothing creates a partnership, joint venture, or agency.

## **10.3 Assignment.**

Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld, except to a **successor** in a merger, consolidation, or sale of substantially all assets with written notice.

## **10.4 Force Majeure.**

Neither Party is liable for delays or failures caused by events beyond its reasonable control, including **acts of God**, natural disasters, war, terrorism, labor disputes, epidemics, supply-chain disruptions, or government orders.

## **10.5 Severability.**

If any provision is held invalid or unenforceable, the remainder shall continue in full force and effect.

## **10.6 Waiver.**

No waiver is effective unless in writing and signed by the waiving Party. A waiver of one breach is not a waiver of subsequent breaches.

## **10.7 Entire Agreement; Amendments.**

This Agreement (including **Exhibits** and **SOWs**) is the **entire agreement** regarding its subject and supersedes prior discussions. Amendments must be in a writing signed by both Parties.

## 10.8 Governing Law; Venue; Dispute Resolution.

**Utah law** governs. Venue lies in the state or federal courts located in **Davis County, Utah**. The Parties will first confer in good faith; if unresolved, they may proceed to **mediation** before litigation. Emergency injunctive relief may be sought without prior mediation.

## 10.9 Electronic Signatures; Counterparts.

This Agreement and any SOW may be executed **electronically** and in **counterparts**, each deemed an original and together one instrument.

## 11. Signatures

### FARMINGTON CITY

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

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

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

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

### GOGO EV CORP.

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

Name: **Travis Nicolaides**

Title: **CEO**

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

## EXHIBIT A — Model A Terms (Locked Selection)

1. **Selected Model.** ☒ **Model A — Grants + Tax Credits** (target: **all/most costs covered**).
2. **Baseline Scope (per site).** **Two (2) × 160 kW DCFC**; **optional Level 2** ports if competitive; **optional PV/BESS** sized to optimize incentives and compliance.
3. **Funding Stack.** **Competitive grants/rebates + federal/state/utility** incentives; **direct-pay DER credits** (e.g., §48E) where City is eligible; limited-term **gap financing** only if needed to reach **\$0 upfront** and expressly authorized in the SOW.
4. **Cost to City at Commissioning.** **Target \$0 upfront** when committed awards/credits cover eligible costs.
5. **Grant-Contingent Terms.** If awards are **denied or materially reduced** such that Model A cannot be delivered at \$0 upfront, Parties will attempt to **pivot to Model B within 45 days** by SOW amendment; if no amendment, either Party may **terminate the SOW without penalty** (paying only allowable pre-termination costs per SOW and law).
6. **Ownership & Metering.** Structured per program rules; when pursuing **direct pay**, SOW may designate **City ownership of DER** and related metering (if legally permissible and advantageous).

## EXHIBIT B — Fees; Revenue; Heavy Maintenance (Model A)

1. **Managed Service Fees (MSF).** **\$200 per DCFC/month; \$20 per L2/month** (if any). **Start: Acceptance. Annual adjustment: greater of 3% or CPI-U, capped 5%**, unless SOW states otherwise.
2. **Setup & Activation Fee.** This fee will be waived for this project
3. **Pricing Control.** City controls end-user rates and idle fees (subject to law and technical limits).
4. **Revenue Handling.** SOW designates **settlement account**; monthly settlements include an **itemized waterfall** (processor fees, taxes, utility pass-throughs).
5. **Advertising (Optional).** Default **50% City / 50% GOGO EV of net** (after ad-serving/platform fees). City may **restrict categories**.
6. **Heavy Maintenance.** **Pre-approval above \$500/incident** (or alternate threshold in SOW); **parts at cost, labor** per SOW rate; **warranty coordination/credits** passed through; **vandalism/third-party damage** addressed promptly. *(Prefer \$2,000 threshold? I'll swap it.)*

## EXHIBIT C — Initial Farmington Sites (SOW Intake)

#	Site / Facility	Address / Coordinates	Notes
1	Farmington Swimming Pool	142 S Main Street, Farmington, UT 84025	Community pool; seasonal peaks
2	Farmington Rec Center	294 South 650 West, Farmington, UT 84025	Year-round recreation
3	Public Works	720 W 100 N, Farmington, UT 84025	Fleet priority; consider public after hours
4	Community Center	160 S Main Street, Farmington, UT 84025	Central civic hub
5	New Park (Name TBD)	40.989141, -111.916787	Sizing subject to traffic/impression data

*Each site will be formalized in a separate **SOW** confirming **Model A**, scope, schedule, ownership/metering, funding summary, acceptance criteria, and program pass-through terms.*

## EXHIBIT D — Service Level Agreement (SLA)

1. **Availability Target. 97% Uptime** per site measured monthly and on a rolling **90-day** basis.
2. **Excused Downtime.** Utility outages; site power failures beyond GOGO EV's control; force majeure; vandalism/third-party damage; City-directed shutdowns; scheduled maintenance with **48-hour** notice when practicable.
3. **Response & Restoration. Critical triage ≤ 1 hour; dispatch decision ≤ 4 hours.** On-site response windows and **MTTR** targets stated in the SOW or O&M plan, reflecting urban/rural conditions and parts availability.
4. **Service Credits (Non-Penalty).** Applied to monthly MSF: **10% (≤ 96.99%), 20% (≤ 94.99%), 35% (< 93%). Cap: 100%** of monthly MSF.
5. **Chronic Failure. Three (3) months < 97%** in any **six (6)-month** window (post-exclusions) triggers a **corrective action plan**; continued failure may constitute **cause** for SOW termination.
6. **Support Standards. 24×7** live agents; **≥ 80%** calls answered within **120 seconds**; **≥ 95%** voicemails returned within **one business hour**.
7. **Security & Safety.** Manufacturer procedures; **lock-out/tag-out**; **OSHA** compliance.
8. **Data Retention.** Incident tickets and operational logs retained for **≥ 3 years** (or longer if required).



# MASTER SERVICES AGREEMENT

## (MODEL B — STATE EVSE PROGRAM PATH)

### Municipal EV Charging Program – Farmington City

This Master Services Agreement (“Agreement”) is entered into as of **[Effective Date]** (the “Effective Date”) by and between **Farmington City**, a political subdivision of the State of Utah (“City” or “Public Owner”), and **GOGO EV Corp.**, a Utah corporation (“GOGO EV” or “Service Provider”). City and GOGO EV may be referred to individually as a “Party” and collectively as the “Parties.”

## 1. Purpose; Program Structure (Model B Locked)

### 1.1 Purpose.

The Parties desire to plan, fund, install, commission, operate, maintain, and report on public electric-vehicle (EV) charging infrastructure at City facilities to advance transportation, economic development, tourism, and sustainability objectives.

### 1.2 Program Structure.

Projects will be authorized via site-specific Statements of Work (“SOWs”) executed under this Agreement. Each SOW will: (a) identify the site and equipment; (b) confirm this **Model B (State EVSE Program Path)**; (c) define schedule and milestones; (d) allocate responsibilities; (e) set commercial terms; and (f) include any program-specific terms and pass-through requirements.

### 1.3 Model B (State EVSE Program Path).

The baseline equipment configuration per site under Model B is **one (1) 160 kW DC fast charger (DCFC)** and **ten (10) Level 2 ports**, unless otherwise agreed in the SOW. Funding relies primarily on applicable **state EVSE programs** (e.g., Utah state program(s)) and available **utility make-ready/rebate programs**. Federal incentives (e.g., §30C) may be layered if eligible.



## 1.4 Funding Principles; \$0-Upfront Target.

The Parties will collaborate in good faith to structure each SOW to minimize or eliminate upfront City cash contributions by applying for, and stacking, state EVSE incentives, utility programs, and any other lawful incentives. **No incentive or award is guaranteed.** If any necessary award is denied, deferred beyond commercially reasonable timelines, or materially reduced such that the site cannot be delivered under Model B as scoped, the Parties may amend the SOW to pivot to an alternative approach (e.g., scope/value-engineering, different model or timeline). If the Parties do not agree to an amendment within the cure window stated in the SOW, either Party may terminate the affected SOW without penalty (paying only allowable pre-termination costs expressly authorized in that SOW and by law).

## 1.5 Ownership; Metering.

Each SOW will designate ownership of equipment and responsibility for any new or existing utility meter(s) in order to comply with program rules and to maximize lawful incentive value.

## 1.6 Relationship of Documents; Order of Precedence.

If there is a conflict among documents, the order of precedence shall be: (i) the applicable SOW (for program-mandated needs and scope specifics), (ii) this Agreement, and (iii) the Exhibits.

## 1.7 No Tax or Legal Advice.

Each Party is solely responsible for consulting its own legal and tax advisors regarding incentives, awards, credits, and program compliance.

# 2. Definitions

**“Basic Maintenance”** means routine remote monitoring, troubleshooting, firmware/software updates, configuration changes, and minor fixes not requiring significant parts or extended on-site labor.

**“Heavy Maintenance”** means non-routine, material repairs requiring on-site labor and/or significant parts replacement (e.g., power modules, contactors, screens, dispensers/cables).

**“DER”** means distributed energy resources (e.g., solar PV, battery energy storage systems) if included in a given SOW.

**“Services”** means all services GOGO EV performs under this Agreement and any SOW, including network operations, customer support, O&M, reporting, funding support, and other obligations described herein.

**“SOW”** means a Statement of Work executed by both Parties incorporating this Agreement by reference and authorizing a site under Model B.

**“Uptime”** means a charger’s percentage of time available to dispense energy to the public, excluding Excused Downtime defined in Section 7.2.

**“Utility Programs”** means any utility make-ready, service upgrade, rebate or bill-credit program available to the site.

## 3. Services by GOGO EV

### 3.1 Standard of Performance.

GOGO EV shall perform the Services in a professional, workmanlike manner consistent with EVSE industry standards and applicable law.

### 3.2 Program & Site Development.

GOGO EV will, as authorized by the SOW: (a) conduct preliminary site diligence and conceptual layouts; (b) coordinate with the utility on service capacity and interconnection; (c) support permitting; and (d) assist with bid/construction documentation to the extent applicable. No construction will begin until all required permits have been issued and the SOW authorizes mobilization.

### 3.3 Network Operations; Payment Processing.

GOGO EV shall provide: (a) OCPP connectivity, configuration, and firmware management; (b) real-time monitoring and diagnostics; (c) secure payment processing for credit/debit and in-app transactions; (d) monthly automated reports; and (e) a City portal for KPIs and pricing controls. Payment processing shall comply with PCI-DSS.

### 3.4 Operations & Maintenance (O&M).

GOGO EV shall continuously monitor equipment, perform Basic Maintenance, and dispatch technicians for Heavy Maintenance when required and authorized. The **pre-approval threshold** for Heavy Maintenance is set in **Exhibit B**. GOGO EV will coordinate warranties and pass through any eligible credits or reimbursements to City.

### **3.5 24/7 Customer Support.**

GOGO EV will provide round-the-clock driver support via phone and/or in-app channels, including remote triage, session restarts, and escalation to dispatch when necessary.

### **3.6 Reporting; Data.**

GOGO EV shall provide monthly reports including Uptime, session counts, kWh dispensed, revenue, incident logs, and Mean Time To Restore (MTTR). City owns its site-specific operational data. GOGO EV may use anonymized and aggregated data for benchmarking and product improvement.

### **3.7 Permitting & Interconnection.**

GOGO EV will prepare and submit permit and interconnection applications as authorized. City will provide letters of site control and any required municipal signatures.

### **3.8 Funding Support (Model B).**

GOGO EV will identify applicable state EVSE program(s) and Utility Programs, prepare and submit applications (with City cooperation), and support required compliance documentation. GOGO EV will prepare a site-specific funding summary for each SOW. GOGO EV does not warrant award timing or grant success.

### **3.9 Optional Digital Media.**

If City approves advertising screens or content on chargers, GOGO EV will manage ad operations subject to City content standards; revenue sharing is set in Exhibit B.

## **4. Project Delivery; Statements of Work**

### **4.1 SOW Requirement.**

Each site will be authorized by a signed SOW that incorporates this Agreement and includes: scope, Model B confirmation, schedule, funding plan, ownership/metering, acceptance testing, commercial terms, and program pass-through clauses.

## **4.2 Procurement & Construction.**

To the extent applicable, projects shall comply with Utah procurement requirements. The SOW will identify responsibilities for civil/electrical work, utility upgrades, equipment purchase, and construction administration.

## **4.3 Acceptance; Commissioning.**

Upon substantial completion, GOGO EV will coordinate commissioning and an acceptance test witnessed by City. The SOW will state the acceptance criteria (e.g., test charge sessions, payment authorization, signage/striping, networking).

## **4.4 Funds Flow; Reconciliation.**

Awards and rebates shall be applied as set forth in the SOW. Upon receipt of incentive funds, GOGO EV will reconcile any temporary balances per the SOW's settlement waterfall and provide itemized accounting.

## **4.5 Non-Appropriation; Program Contingency.**

If funds are not appropriated or a program decision (denial, deferral, or material reduction) makes Model B infeasible, the Parties will attempt in good faith to amend the SOW (pivot, rescope, or resubmit). If no amendment is executed within the SOW's stated cure window, either Party may terminate the affected SOW without penalty, paying only allowable pre-termination costs authorized by that SOW and applicable law.

# **5. Commercial Terms**

## **5.1 Revenue; Electricity; Pricing.**

Unless the SOW states otherwise, City is the revenue beneficiary and is responsible for electricity and utility charges. City has pricing control through the portal (subject to technical and legal constraints) and may establish energy rates, idle fees, and time-of-day rules.

## **5.2 Managed Service Fees (MSF).**

**Non-financed baseline: \$200 per DCFC per month and \$20 per Level 2 port per month.**

**If residual, short-term financing is used under the state program: \$350 per DCFC per**

**month** and **\$35 per Level 2 port per month** during the financed period.

MSF begins upon **Acceptance** of the site and is due monthly Net 30. **Annual adjustment:** the greater of **3%** or **CPI-U**, capped at **5%** per year, unless an SOW states otherwise.

### **5.3 Setup & Activation Fee.**

A one-time per-site Setup & Activation Fee will be waived and not be included in the costs.

### **5.4 Heavy Maintenance; Pre-Approval Threshold.**

Heavy Maintenance (parts + on-site labor) requires **City pre-approval for any incident exceeding \$500** (except emergencies to protect life/safety or prevent further damage).

Parts are billed at cost; labor at the SOW field rate. Warranty remedies will be pursued and credited to City when realized.

### **5.5 Advertising (Optional).**

If enabled, net advertising revenue (after platform/ad-serving fees) will be split **50% City / 50% GOGO EV**, subject to City's category restrictions.

### **5.6 Invoicing; Disputes; Audit.**

GOGO EV will issue monthly invoices itemizing MSF, approved Heavy Maintenance, and any pass-throughs. Undisputed amounts are due Net 30. A Party disputing any amount shall notify the other within 15 days with a written explanation; the Parties will confer in good faith. City may audit relevant books and records related to this Agreement on reasonable notice during normal business hours.

### **5.7 No Waiver of Governmental Immunity.**

Nothing herein shall be construed as a waiver of any protections or immunities afforded to City under Utah law.

## 6. Term; Termination; Suspension

### 6.1 Term.

This Agreement begins on the Effective Date and continues for **five (5) years** unless earlier terminated. It automatically renews for successive one-year terms unless a Party gives at least **60 days'** written notice of non-renewal.

### 6.2 Termination for Cause.

Either Party may terminate this Agreement or a specific SOW for a material breach by the other Party that remains uncured **30 days** after written notice (or a longer period if the breach is not reasonably curable within 30 days and the breaching Party diligently pursues cure).

### 6.3 Suspension.

A Party may suspend performance under an affected SOW upon written notice if safety, legal compliance, utility constraints, or program directives require a pause. The Parties will cooperate to resume performance promptly.

### 6.4 Effect of Termination.

Upon termination of an SOW, the Parties will cooperate in good faith to ensure an orderly transition. Accrued payment obligations survive. Sections that by their nature should survive (e.g., confidentiality, IP/data ownership, indemnities, limitations of liability, dispute resolution) shall survive.

## 7. Service Levels; Remedies

### 7.1 Uptime Target.

GOGO EV will use commercially reasonable efforts to maintain **97% Uptime** per site measured on a rolling **90-day** basis.

### 7.2 Excused Downtime.

Uptime will exclude downtime caused by: (a) utility outages or service curtailments; (b) site power failures outside GOGO EV's control; (c) force majeure; (d) vandalism, collision,

and third-party damage; (e) City-directed shutdowns or construction conflicting with access; and (f) scheduled maintenance with at least 48-hours' notice when practicable.

### 7.3 Response and Restoration.

**Critical triage** within **1 hour** of incident open; **dispatch decision** within **4 hours**. On-site response windows will reflect urban/rural conditions and will be stated in the SOW or O&M plan. GOGO EV will target commercially reasonable **MTTR** benchmarks, excluding parts lead-time outside its control.

### 7.4 Service Credits (Non-Penalty).

If monthly Uptime for a site is: **≤96.99%** then a **10%** MSF credit; **≤94.99%** then **20%**; **<93%** then **35%**. Credits are capped at 100% of the monthly MSF and are the sole and exclusive monetary remedy for SLA shortfalls, without limiting rights to terminate for cause under Section 6.3 for chronic failure.

### 7.5 Chronic Failure.

Three (3) months below 97% Uptime in any six-month window (after Excused Downtime) constitutes chronic failure. The Parties will meet to implement a corrective action plan; continued failure may constitute cause under Section 6.3 for the affected SOW.

## 8. Risk Allocation

### 8.1 Additional Insurance Terms.

Where applicable, City shall be named as an additional insured on required policies (CGL, Auto, Umbrella) on a primary and non-contributory basis, with waivers of subrogation to the extent permitted by law. Certificates of insurance shall be provided upon request.

### 8.2 Indemnity; Limitation of Liability.

Each Party shall indemnify the other for third-party claims to the extent caused by its negligence, willful misconduct, or breach. **Neither Party shall be liable for incidental, special, indirect, consequential, or punitive damages**, except to the extent such limitation is prohibited by law or for breaches of confidentiality, data security obligations, or payment obligations.

## **9. Compliance; Government Terms**

### **9.1 Laws; Programs.**

The Parties shall comply with all applicable federal, state, and local laws, codes, and regulations; applicable state EVSE program terms; and any Utility Program requirements incorporated by a SOW.

### **9.2 Employment; E-Verify; Non-Discrimination.**

GOGO EV shall comply with applicable employment, wage, and immigration laws, use E-Verify where required, and shall not discriminate on any unlawful basis.

### **9.3 Debarment; Anti-Corruption.**

Each Party represents that it is not debarred, suspended, or otherwise ineligible to participate in public contracts and will comply with anti-corruption and anti-kickback laws.

### **9.4 Public Records; Confidentiality.**

City will handle records under the Utah Government Records Access and Management Act (GRAMA). Non-public information designated in writing as confidential will be treated as confidential to the extent permitted by law. If disclosure is required by GRAMA or court order, City will, to the extent permitted, provide notice to allow the disclosing Party to seek protection.

### **9.5 Data Security; PCI-DSS.**

Payment processing shall comply with PCI-DSS. GOGO EV shall use commercially reasonable measures to protect operational data and City information in its possession.

### **9.6 Branding; Publicity.**

Any use of City name, seal, or marks requires City's prior written approval. City may make public statements about the program consistent with public-sector norms.



## **9.7 Audit; Records Retention.**

Each Party shall retain records related to this Agreement and any SOW for at least three (3) years after final payment (or longer if required by program rules) and make such records reasonably available for audit.

## **10. General Provisions**

### **10.1 Notices.**

All notices shall be in writing and delivered by recognized overnight courier, certified mail, or email with confirmation to the addresses designated below (or as updated by notice). Notices are effective upon delivery (or email confirmation).

**City:**

Farmington City

Attn: [Department/Title]

[Address]

Email: [Email]

**GOGO EV:**

GOGO EV Corp.

Attn: Contracts

50 W. Broadway, Ste. 300 Salt Lake City,  
Utah 84101

Email: [kirby@gogoev.com](mailto:kirby@gogoev.com)

### **10.2 Independent Contractors.**

The Parties are independent contractors; nothing creates a partnership, joint venture, or agency.

### **10.3 Assignment.**

Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld, except to a successor in a merger, consolidation, or sale of substantially all assets with written notice.

### **10.4 Force Majeure.**

Neither Party is liable for delays or failures caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, epidemics, supply-chain disruptions, or government orders.

## **10.5 Severability.**

If any provision is held invalid or unenforceable, the remainder shall continue in full force and effect.

## **10.6 Waiver.**

No waiver is effective unless in writing and signed by the waiving Party. A waiver of one breach is not a waiver of subsequent breaches.

## **10.7 Entire Agreement; Amendments.**

This Agreement (including Exhibits and SOWs) is the entire agreement regarding its subject matter and supersedes prior discussions. Amendments must be in a writing signed by both Parties.

## **10.8 Governing Law; Venue; Dispute Resolution.**

Utah law governs. Venue lies in the state or federal courts located in **Davis County, Utah**. The Parties will first confer in good faith; if unresolved, they may proceed to mediation before litigation. Emergency injunctive relief may be sought without prior mediation.

## **10.9 Electronic Signatures; Counterparts.**

This Agreement and any SOW may be executed electronically and in counterparts, each deemed an original and together one instrument.

# **11. Signatures**

### **FARMINGTON CITY**

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

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

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

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

### **GOGO EV CORP.**

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

Name: Travis Nicolaides

Title: CEO

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

## **EXHIBIT A — Model B; Baseline Scope; Program Contingency**

1. **Model Selection.** This Agreement and all SOWs issued under it are designated **Model B — State EVSE Program Path.**
2. **Baseline Equipment (per site).** **One (1) 160 kW DCFC** and **ten (10) Level 2 ports**, unless otherwise specified in the SOW.
3. **Funding Stack.** Primary reliance on state EVSE program incentives and Utility Programs. Federal incentives (e.g., §30C) may apply where eligible.
4. **\$0-Upfront Target.** The Parties aim to deliver sites at \$0 upfront to City by stacking available awards and, where necessary and lawful, using short-term residual financing identified in the SOW.
5. **Program Contingency.** If a required state award is denied, deferred beyond commercially reasonable timing, or materially reduced, the Parties will confer to (a) revise scope; (b) pivot to a different model or timeline; or (c) resubmit. If no amendment is executed within the cure window in the SOW, either Party may terminate the SOW without penalty, paying only allowable pre-termination costs expressly authorized in that SOW.

## **EXHIBIT B — Fees; Revenue; Heavy Maintenance; Advertising**

1. **Managed Service Fees (MSF).**
  - a. **Non-financed:** \$200/DCFC/month; \$20/Level 2/month.
  - b. **If financed under state program:** \$350/DCFC/month; \$35/Level 2/month during the financed period.
  - c. **Start:** MSF begins upon **Acceptance**.
  - d. **Annual Adjustment:** Greater of 3% or **CPI-U**, capped at 5%, unless an SOW states otherwise.
2. **Setup & Activation Fee.** One-time per site fee will be waived for this project.
3. **Revenue Handling; Pricing.** City controls end-user pricing (subject to law and technical limits). Monthly settlements will itemize processor fees, taxes, and utility pass-throughs. Settlement account is designated in the SOW.
4. **Heavy Maintenance.** City **pre-approval required for any incident exceeding \$500** (parts + labor), except emergencies to prevent injury or further damage. Parts billed at cost; labor at SOW field rate. GOGO EV will coordinate warranty claims and pass any recoveries to City.
5. **Advertising (Optional).** If enabled, net revenue (after platform/ad-serving fees) split **50% City / 50% GOGO EV**. City may restrict content categories.

## EXHIBIT C — Initial Farmington Sites

#	Site / Facility	Address / Coordinates	Notes
1	Farmington Swimming Pool	142 S Main Street, Farmington, UT 84025	Seasonal peaks
2	Farmington Rec Center	294 South 650 West, Farmington, UT 84025	Year-round recreation
3	Public Works	720 W 100 N, Farmington, UT 84025	Fleet priority; consider public after hours
4	Community Center	160 S Main Street, Farmington, UT 84025	Central civic hub
5	New Park (Name TBD)	40.989141, -111.916787	Sizing by traffic/impressions

*Each site will be formalized through a separate SOW that confirms Model B, scope, schedule, funding, ownership/metering, acceptance criteria, and pass-through terms.*

## EXHIBIT D — Service Level Agreement

1. **Availability Target.** 97% Uptime per site measured monthly and on a rolling 90-day basis.
2. **Excused Downtime.** Utility outages, site power failures beyond GOGO EV's control, force majeure, vandalism/third-party damage, City-directed shutdowns, and scheduled maintenance with 48-hour notice when practicable.
3. **Response & Restoration.** Critical triage ≤ **1 hour** from ticket open; dispatch decision ≤ **4 hours**; on-site response windows and MTTR targets stated in the SOW or O&M plan, reflecting urban/rural conditions.
4. **Service Credits.** Non-penalty credits applied to monthly MSF: **10%** (≤ 96.99%), **20%** (≤ 94.99%), **35%** (< 93%). Cap: **100%** of monthly MSF.
5. **Chronic Under-Performance.** Three (3) months < 97% in any six (6) month window (post-exclusions) triggers a corrective action plan; continued failure may constitute cause for SOW termination.
6. **Support Standards.** 24×7 live agents; ≥ 80% calls answered within 120 seconds; ≥ 95% voicemails returned within one business hour.
7. **Security & Safety.** GOGO EV shall follow manufacturer safety procedures, lock-out/tag-out, and applicable OSHA standards.
8. **Data Retention.** Incident tickets and operational logs retained for at least three (3) years or longer if required by program rules.

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Integrated Water and Land Use Element of the General Plan

PRESENTED BY: Shannon Hansell, Planner

MEETING DATE: December 9, 2025

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Shannon Hansell – Planner  
**Date:** December 9, 2025  
**Subject:** Integrated Water and Land Use Element of the General Plan (25-25)

**RECOMMENDED MOTION**

Move that the City Council approve the Integrated Water and Land Use Element (Water Conservation Element, Water Preservation Plan, etc.)

**Findings:**

1. The plan includes water conservation policies proposals.
2. The plan supports existing and potential landscaping options within a public street for current and future development that do not require the use of lawn or turf in a park strip.
3. The plan supports and consolidates efforts made by the City including the Waterwise Ordinance (11-7-070 D7 *Water Efficient Landscaping*), and other City policies aimed at eliminating the inefficient use of water.
4. The plan highlights low water use landscaping standards for new multifamily housing projects, commercial, industrial and institutional development, and common interest communities.

**BACKGROUND**

The State Legislature passed SB 110 in 2022, which requires most municipalities and all counties to develop a water use and preservation element that is integrated with the land use planning and development. The element should include the effect of permitted development on water demand and infrastructure, methods for reducing water demand and per capita consumption and identify opportunities to modify operations to reduce or eliminate wasteful practices. This element must be adopted by Farmington by December 31, 2025.

Farmington began the process of updated the Comprehensive General Plan in 2024 with FFKR as consultants, and decided to incorporate the required water preservation element in the same process. The City applied for and received funding from the Division of Water Resources in the amount of \$15,000, which has been enabled FFKR to continue their work and create the draft plan considered today. The Planning Commission recommended approval of this plan on November 6, 2025.

Respectfully submitted,

*Shannon Hansell*

Shannon Hansell  
Planner

Review and concur,



Brigham Mellor  
City Manager



**Supplemental Information**

1. General Plan Water Element Overview
2. City Water Element Checklist
3. Draft Plan

# The General Plan's Water Element

Integrating water considerations into land planning presents a significant opportunity to reduce municipal and industrial water use.

SB 110, passed in 2022, requires most municipalities (Utah Code 10-9a-403) and all counties (Utah Code 17-27a-401) to develop a water use and preservation element that is integrated with the land use planning and development.



## Water Use & Preservation Element

The water use and preservation element should include the following:

- Effect of permitted development on water demand and infrastructure.
- Methods for reducing water demand and per capita consumption for future development.
- Methods for reducing water demand and per capita consumption for existing development.
- Opportunities to modify operations to eliminate or reduce conditions that waste water.



## The New General Plan

The planning commission will prepare recommendations for a new general plan water element. Plans will evaluate water use and water demand for current and future development projects rather than assume there will be adequate water supply. Considerations may include:



Sustainable Landscaping



Water Budget



Incentive Programs



Water Concurrency Standards



## Implementation Deadline

The municipal or county legislative body shall adopt and implement this new integrated water and land use element by **December 31, 2025**.



## We Are Here to Help

The Division of Water Resources is tasked with helping and supporting local government to adopt this water use and preservation element. Email [CityCountyPlanning@utah.gov](mailto:CityCountyPlanning@utah.gov).



Rev. 10/24

Contact: [CityCountyPlanning@utah.gov](mailto:CityCountyPlanning@utah.gov)  
For more information, visit [Water.utah.gov/water-general-plan](http://Water.utah.gov/water-general-plan)

# ■ Integrated Water and Land Use in the General Plan

## CITY WATER ELEMENT CHECKLIST

### THE WATER ELEMENT NEEDS TO INCLUDE

- ☐ The effect of permitted development or development patterns on water demand and water infrastructure. This is asking you to develop a water budget
- ☐ Methods of reducing water demand and per capita water use for existing development
- ☐ Methods of reducing water demand and per capita water use for future development
- ☐ Modifications that can be made to a local government's operations to reduce and eliminate wasteful water practices
- ☐ If your community is required to adopt a water conservation plan, the planning commission shall recommend the following:
  - Water conservation policies to be determined by the municipality.
  - Landscaping options within a public street for current and future development that do not require the use of lawn or turf in a park strip
  - Changes to an ordinance that promotes the inefficient use of water
  - Low water use landscaping standards for a new:
    - Commercial, industrial or institutional development
    - Common interest community
    - Multifamily housing project

### COORDINATION

- ☐ Consultation with the Division of Water Resources, the Division of Drinking Water and the Department of Agriculture and Food through email, phone calls, meetings or planning comments

State agencies will consult with communities on the following considerations:

- ☐ A discussion of agriculture, including easements, canal/ditch mapping, water-efficient irrigation practices and source integrity
- ☐ An understanding and list of all water providers including their production and storage capacity
- ☐ Strategies for water supply diversification
- ☐ Drafting and finalizing a general plan water element
- ☐ How regional water conservation goals will be achieved through the general plan water element
- ☐ If the city is located within the Great Salt Lake Watershed, they should consider how their general plan water element will impact Great Salt Lake



Contact: [CityCountyPlanning@utah.gov](mailto:CityCountyPlanning@utah.gov)  
For more information, visit [Water.utah.gov/water-general-plan](http://Water.utah.gov/water-general-plan)



# **FARMINGTON WATER USE AND PRESERVATION PLAN**

**AN ELEMENT OF THE FARMINGTON GENERAL PLAN**

**DRAFT – DECEMBER 2025**

# 1

## CHAPTER 01

# INTRODUCTION

## Contents

- 1.1 Welcome/Introduction
- 1.2 About the Water Element
- 1.3 Water Element Terminology
- 1.4 Connections to City Policies
- 1.5 Collaboration and Funding



View of Farmington  
Photo by Kim Jones

## 1.1 Welcome/Introduction

**Welcome to Farmington's Water Use and Preservation Element, an important component of Farmington's framework for the future.**

Farmington is expected to continue growing as development progresses in designated growth areas. Farmington is a water-wise city and is strategically planning for the community's future water needs alongside growth and change. Farmington City has actively implemented a water conservation framework for the community, resulting in reduced water use per capita over the past two decades.

This element of the General Plan helps bring the community's vision and strategies for water conservation, development patterns, and land use into focus.

## 1.2 About the Water Element

### 1.2.1 What is the Water Element?

The water use and preservation element is a key tool for integrating decisions related to land use, development patterns, community character, and water supply. A large factor in our water use is the high proportion of water used outdoors to irrigate landscaped yards for homes, businesses, schools, churches, and government buildings, as well as our parks, open spaces, and recreational fields. Our development patterns, including lot sizes, configuration of landscaped areas, and irrigation practices all play a role in how much water we use at different times of the year.

### 1.2.2 Why Does it Matter?

The integration of water and land use is an important part of planning for Farmington's future. This element helps guide decision-making for existing development and future growth, as well as capital improvements in Farmington, to ensure the City's supply of water can meet current and future demands while retaining community character and quality of life.

“ Our development patterns, including lot sizes, configuration of landscaped areas, and irrigation practices all play a role in how much water we use at different times of the year. ”



### 1.2.3 Do We Need a Water Element?

**Yes!** Recognizing the inherent connection between land use and water consumption and a critical need for action, Utah passed SB110 in 2022 and SB76 in 2023. By integrating water considerations into our land use planning, we have a significant opportunity to collectively reduce water use statewide.

### 1.2.4 Who Uses the Water Element?

The recommendations of the Water Use and Preservation Element provide a water-centric framework for Farmington City to consider in its land use and development policies and decisions. This element is relevant to all who live, work, shop, and play in Farmington. It is also a means to align the efforts of different City departments with each other and with regional and state partners.

- **City Staff and Officials** use this element of the General Plan to guide their decisions and to adopt or update policies and regulations related to water and land use. It can help prioritize budget-related decisions on capital improvements and guide the evaluation and review of development proposals.
- **Residents, Business Owners, Property Owners, and Developers** can use this element of the General Plan to understand the direction Farmington City is taking related to water and land use and how that relates to recent decisions and future implementation strategies. This helps provide an understanding of the impacts and opportunities they have regarding their property, business, or development. This element also provides insights into what is happening in Farmington regarding water use and land planning and how local actions support regional and statewide goals for water conservation.
- **Regional Partners and Agencies** can refer to this element of the General Plan to understand the goals and recommendation strategies Farmington City has adopted to support regional and statewide goals for water conservation.

### Utah State Code Requirements

State Code now requires municipalities of the fourth class and larger and all counties to develop a water use and preservation element that is integrated with land use planning and development.

Farmington City, with an estimated population of just over 26,000 people, is a Fourth Class city.

Four key components guide the Water Use and Preservation Element:

1. Effect of permitted development on water demand and water infrastructure.
2. Methods for reducing water demand for existing development.
3. Methods for reducing water demand for future development.
4. Modifications to local government operations to support water-efficient practices.



Water-wise Landscaping in Farmington;  
Photo by David Livingston



1.3 Water Element Terminology

WATERSHED

A watershed is a geographic area of land from which water drains into a stream, river, lake, or wetland. Watersheds act like a funnel, channeling precipitation from the highest point in an area to the lowest point. Some of the water soaks into the soil as groundwater and some flows into smaller tributaries or creeks that join to form streams or rivers. These streams and rivers may then flow into larger areas to form lakes. The word "watershed" is sometimes used interchangeably with drainage basin or catchment. Farmington is part of the Weber River Basin, one of five main sub-basins that drain into the Great Salt Lake. Watersheds consist of surface water--lakes, streams, reservoirs, and wetlands--and all the underlying groundwater.

WATER INFRASTRUCTURE

The complex network of human-made and natural systems that collect, treat, store, transport, and distribute water. The water infrastructure system also manages wastewater and stormwater for human use and environmental health.

MUNICIPAL AND INDUSTRIAL (M&I) WATER USE

M&I water use includes residential, commercial, institutional (for example, schools and parks) and industrial water use, but excludes agriculture, mining, and power generation as these are classified individually. Utah's Regional Water Conservation Goals are for M&I water use.

ACRE-FEET PER YEAR (AF/YEAR)

An acre-foot is the volume that would cover one acre of land to a depth of one foot. One acre-foot equals 325,851 gallons..

GALLONS PER CAPITA PER DAY (GPCD)

The amount of water used by one person in one day. This is a common metric for reporting and tracking water use and is usually calculated by taking the water used in a geographical area and dividing this amount by the population of that area.

POTABLE WATER

Also known as culinary water or drinking water. This water comes from surface and ground water sources and is treated to levels that meet state and federal standards for human consumption. Water that has not been treated may make you sick. Public water utilities remove harmful germs and chemicals to make tap water safe to drink. Potable (rhymes with quotable and notable) comes from the Latin word *potare*, which means to drink.

NON-POTABLE WATER

Non-potable water is taken from lakes, rivers, and ground water and has not been treated, and therefore is not safe to drink, shower, or bathe in. (see Secondary water)

SECONDARY WATER

Also known as irrigation water. This is untreated, unfiltered water typically used for irrigation of outdoor residential landscaping, gardening, or agricultural fields. It comes directly from surface waters and is stored in large, open-air reservoirs. This water is not suitable for consumption by humans or pets and should not be used for outdoor recreation (filling pools or playing in sprinklers). It contains pathogens that can make you very sick if consumed. (see Non-potable water)

GRAYWATER

Graywater is wastewater from bathtubs, sinks, showers, and clothes washing machines and can be used to save potable water. Graywater is not considered potable water, although it can replace potable water to irrigate plants, and fill toilets. Using graywater helps reduce the burden on wastewater treatment plants, by reusing water for different purposes, therefore saving potable consumption. Graywater systems in Utah are regulated by Utah code (R317-401), which provides jurisdiction to local health departments for administration.

BLACKWATER

What comes out of the toilet is considered black water and must be sent to a wastewater treatment plant.



## FLIP YOUR STRIP

Flip Your Strip (FYS) is a rebate program administered by Weber Basin Water Conservancy District and is intended to remove turf from park strips and create attractive, low-water alternatives. Park strips can be one of the largest water wasting areas of a landscape because they are often narrow and can't be watered effectively when planted with turf. <http://www.utahwatersavers.com/>

## LANDSCAPE LAWN EXCHANGE

Landscape Lawn Exchange (LLE) is an incentive program administered by Weber Basin Water Conservancy District and aimed at converting high water consuming turf with low-water landscape materials, including native plants. The program provides the incentive of a nominal amount per square foot for any area of a current yard that is covered in lawn and is replaced with a more water-efficient alternative. <https://mywaterutah.org/>

## WATER-WISE LANDSCAPING

An approach to landscaping that requires limited or no irrigation, often used in arid regions. Also known as xeriscaping, it is an attractive, sustainable landscape approach that conserves water by using native plants and is based on sound horticultural practices. It is NOT no landscape, or a dry, barren zero-scape with no plants and only dirt and rocks. The term "xeriscape" was coined in the Denver area in 1981 as part of response to water shortages and is, in fact, a registered trademark of the Office of Water Conservation, Denver Water. The term was created by combining "landscape" and the Greek word "xeros," which means dry.

## WATER AUDITS

Audits consist of checking the irrigation system and making suggestions on ways it could be more efficient. A simple field soil test will determine general soil type and texture, which impacts how much water to use and when. A catch-cup test will determine how quickly the sprinklers are applying water to the lawn and determine how uniform the water is being applied. Water audits are designed to help property owners be as efficient as possible with landscape irrigation.

## 1.4 Connections to City Policies

The recommendations of the Water Element are generally implemented through one (or a combination) of the following ways:

- Specific programs aimed at water conservation
- **Zoning Ordinance**
- **Subdivision Ordinance**
- Capital Improvements Plan

## 1.5 Collaboration and Funding

The Water Element provides a framework for coordination and collaboration with outside entities, including potential funding to implement the ideas and recommendations of the Plan and pursue opportunities such as:

- Innovative methods and techniques
- Demonstration projects
- Pilot projects



Photo by Kevin Hixson

# 2

CHAPTER 02

**CONTEXT**

## **Contents**

2.1 Local Context

2.2 Water Profile

2.3 Regional Context



Historic View of Farmington  
Photo courtesy of Utah State History

## 2.1 Local Context

Farmington is positioned midway between the northern and southern boundaries of Davis County and bounded by natural features to the east (Wasatch Mountains) and the west (Great Salt Lake). Five canyons above Farmington have streams that flow through the City, eventually emptying into the Great Salt Lake.

The center of Farmington is situated at an elevation of **4,305 feet**. The city contains **10.04 square miles** within its current boundaries, of which a small portion, **0.09 square miles**, is water.

The estimated population of Farmington is just over 26,000 people and the community is projected to continue growing. (26,163, ACS; 5-year estimates 2020-2024 ). The **average household has 3.40 people**, and a total of 7,146 households call Farmington home.

## 2.2 Water Profile

### 2.2.1 Water Sources

Farmington's water sources include city-owned wells, Weber Basin Water Conservancy District (WBWCD), and Benchland Water District.

Farmington City owns and operates the culinary (drinking) water system for the Farmington community. Farmington's culinary water is provided by the city's wells, which are operated year-round, and water from WBWCD. The City maintains a long-term contract with Weber Basin Water Conservancy District for an annual supply of water (WS004). Approximately 90% of Farmington's culinary water is sourced from the city's underground wells and the remaining 10% is from WBWCD.

Farmington City owns several wells and four are currently active water sources:

- Well #1, 500 N 100 W (WS002)
- C-5 (WS005)
- Woodland Park (WS007)
- Community Center (WS008)

**In 2025, the City began drilling a new well to accommodate future demands for culinary water from planned growth.**

Sources for secondary water in Farmington, provided by WBWCD and Benchland Water District, are described in section 2.2.4.

2.2.2 Per Capita Culinary Water Use

Water conservation efforts in Farmington have been very effective. Farmington City currently reflects a water-wise, efficient mindset with an average daily culinary water use between 58 to 60 gpcd, based on five-year rolling averages. (See Figure 2.1)

Over the past twenty-four years, Farmington’s average culinary water use has ranged from a high of 121 gpcd in 2002 to a low of 54 gpcd in 2022. Farmington’s goal is to maintain an average daily use of 75 gpcd or less.

A small percentage (approximately 5%) of Farmington’s connections use culinary water for outdoor use.

2.2.3 Culinary Water Connections

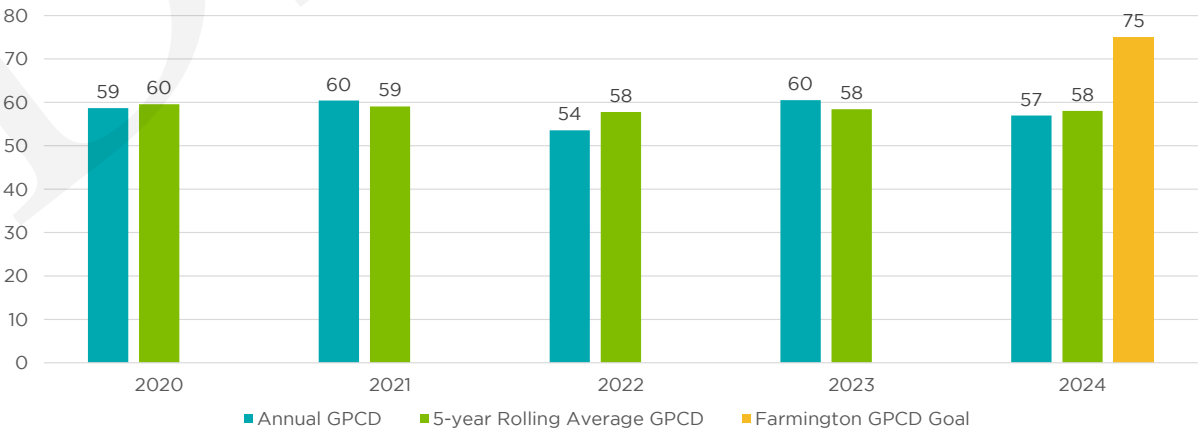
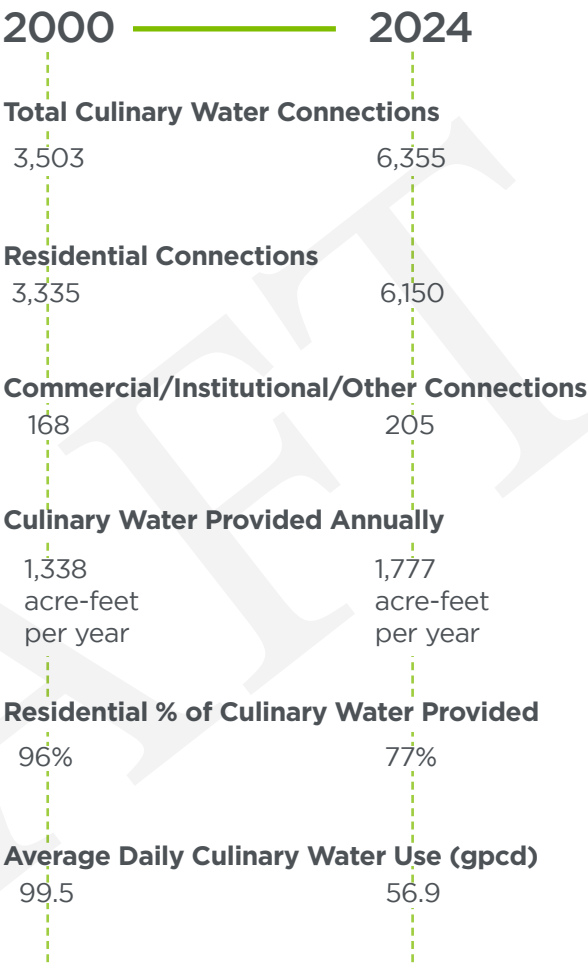


Figure 2.1: Average Daily Per Capita Culinary Water Use (2020 - 2024) & City Goal

2.2.4 Secondary Water

Approximately 95% of Farmington has access to secondary water for irrigation needs through pressurized systems. All new developments in Farmington are required to have a connection to a secondary water system for irrigation.

Secondary irrigation water for Farmington is provided by WBWCD and Benchland Water District.

Farmington collaborates with the City’s secondary water providers to support water conservation of irrigation water and reduce usage during the peak demand summer months. Both Benchland Water District and WBWCD have conservation policies in place.

Additionally, both have initiated secondary water metering for connections within Farmington. Based on data for those connections that are metered, secondary water use is estimated to range from 154 to 222 gpcd based on rolling averages. As more connections become metered in Farmington a better understanding of secondary water use will emerge.

2.2.5 Relevant / Related Planning Efforts

- Water Conservation Plan (2021 update)
- Culinary Water – Impact Fee Facilities Plan (2022)
- Storm Drain Master Plan (2022)
- Landscape Ordinance Update (2023 update; original waterwise updates in 2022)
- Tree Management Plan

BENCHLAND WATER DISTRICT

Benchland Water District has been providing pressurized secondary water service to Farmington since 1978. Benchland was organized in 1969 as the Farmington Area Pressurized Irrigation District (FAPID).

FAPID was a cooperative effort among several local irrigation companies to convert open ditch irrigation in Farmington to a pressurized underground system. In 2006, FAPID was renamed Benchland Water District. Benchland also provides secondary water service to some areas of Fruit Heights and Kaysville.

WEBER BASIN WATER CONSERVANCY DISTRICT

Weber Basin maintains the largest secondary irrigation system in the western United States, providing over 18,500 connections for residents. The District primarily wholesales secondary water to water providers, who in turn retail it to their customers.

The District retails secondary water directly to some residents in Davis and Weber County, including some areas of Farmington.

Typical turn on and shut off dates are April 15th and October 15th.



## 2.3 Regional Context

# 3<sup>RD</sup>

The Weber River Region is the third lowest for average water use of the nine regions in Utah.

# 250

250 gpcd (gallons per capita per day) is the baseline average water use for the Weber River Region, from the year 2015.

# 30%

The regional goal for water use reduction from baseline by the year 2065 is 30%.

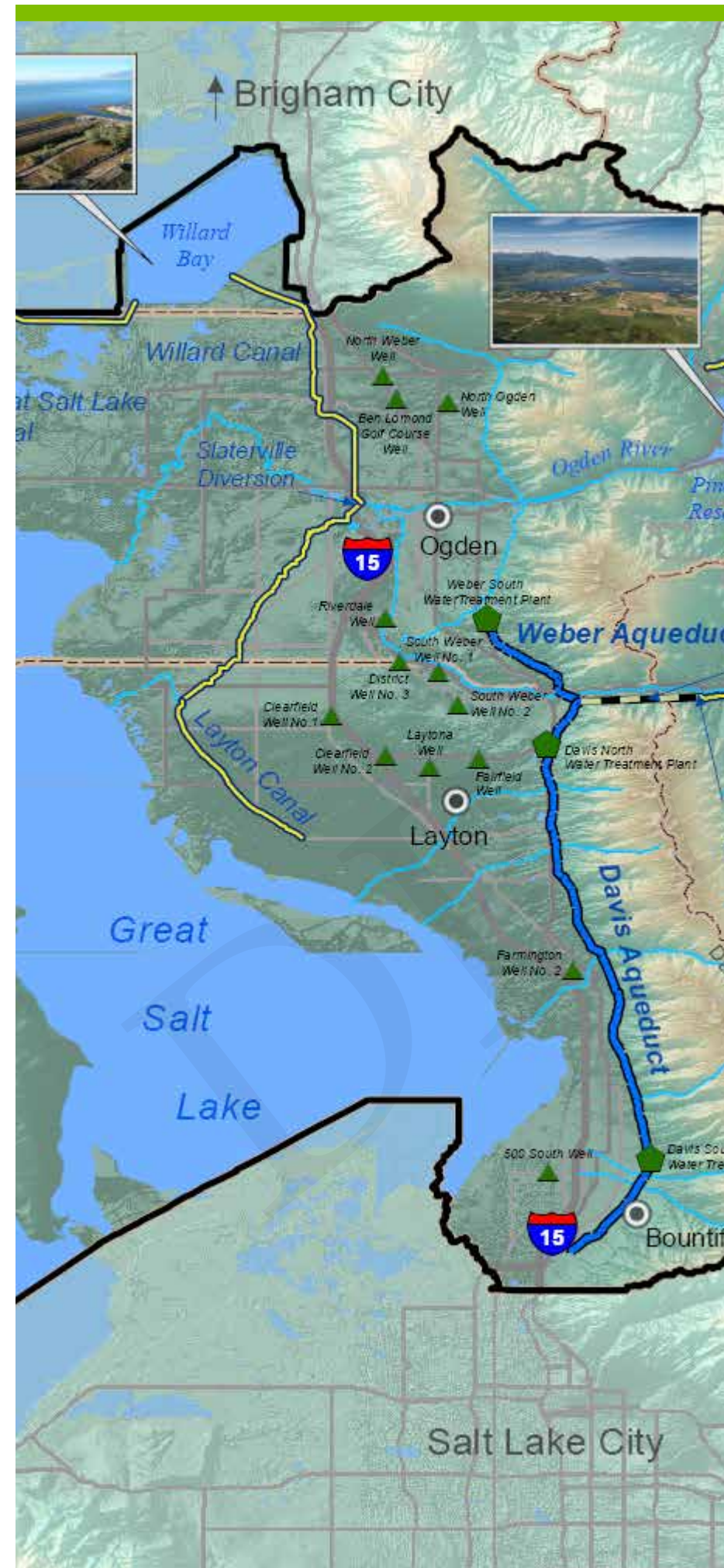
**Farmington is part of the Weber River Basin, one of five main sub-basins that drain into the Great Salt Lake.**

Weber Basin Water Conservancy District (WBWCD) is the regional supplier within the Ogden and Weber River drainages and provides culinary and secondary water to over 700,000 people in five counties (Box Elder, Davis, Morgan, Summit, and Weber). While Farmington City receives only some of its culinary and secondary water from WBWCD, it provides a regional context for water use and water conservation.

WBWCD operates seven large storage reservoirs, three hydro-power generation plants, twenty-one wells, four water treatment plants, and hundreds of miles of canals, tunnels, aqueducts, and pipelines. WBWCD delivers approximately 230,000 acre-feet of wholesale water each year. This translates to about 205 million gallons of water every day!



**Did you know?** Weber Basin Water Conservancy District (WBWCD) delivers approximately 230,000 acre-feet of wholesale water each year. This translates to about 205 million gallons of water every day!



### REGIONAL CONSERVATION GOALS

In 2019, Utah established Regional Water Conservation Goals for the state's nine municipal and industrial (M & I) areas. A regional approach allows the goals to be tailored to the differing contexts of each region, including climate, elevation, and regional characteristics. Farmington is part of the Weber River Region.

Average water use (culinary and secondary), in gallons per capita per day (gpcd), from the year 2015 serves as the baseline for the regional water conservation goals. In the Weber River Region this baseline is 250 gpcd. Compared to the other eight regions, Weber Basin is the third lowest for average water use, however it is higher than the statewide average of 240 gpcd. Other regions have a 2015 baseline ranging from 210 to 400 gpcd.

Regional goals for the Weber Basin Region call for a reduction from baseline water use, with a goal of 20% for 2030, 26% for 2040, and 30% for 2065. These goals are some of the most aggressive, and are higher than the statewide goals, which are targeting 16%, 22%, and 26% reductions, respectively.

The Weber River Region has the following water conservation goals/targets:

2030 - reduction to 200 gpcd, a 20% reduction from the 2015 Baseline of 250

2040 - reduction to 184 gpcd, a 26% reduction from the 2015 Baseline of 250

2065 - reduction to 175 gpcd, a 30% reduction from the 2015 Baseline of 250.

**In 2024, WBWCD reported a per capita water use of 151 gpcd for Davis County,** which includes treated water and secondary water, minus total return flows. This reflects progress toward the regional water conservation goals.

# 3

## CHAPTER 03

# WATER & GROWTH

### Contents

3.1 Vision Alignment

3.2 Water Conservation Goals & Future Development

3.3 Future Water Supply

3.4 Water Conservation Efforts / Success Stories





Farmington Neighborhood and Foothills;  
Photo by Carl Jensen

## 3.1 Vision Alignment

The Water Use and Preservation element aligns with the overall vision of Farmington's General Plan, captured in three focus initiatives. The initiatives provide a citizen-friendly guide to the General Plan and highlight the priorities and key topics the city will focus on when planning and making decisions about the community's future. Key aspects of each initiative related to the Water Use element are highlighted.

1

### Initiative #1: Quality of Life & Community Wellbeing

Quality of Life and Community Wellbeing establishes a framework for promoting both individual and community wellbeing for all of Farmington.

- Create a healthy, attractive, and pleasant living environment for Farmington's residents.
- Foster cooperation and mutual understanding among citizens, business/commercial entities, institutions and the City.

2

### Initiative #2: Community Heritage & Culture

Community Heritage & Culture establishes a framework for authentically celebrating and highlighting Farmington's rich history and beautiful setting.

- Facilitates the city's stewardship of the natural resources important to the community, including the Great Salt Lake and the Wasatch Mountains.

3

### Initiative #3: Managed Growth Opportunities

Managed Growth Opportunities establishes a framework for maintaining Farmington as a cohesive community that honors its history while advocating for smart growth and modern innovations.

- Provide for harmonious, coordinated, and controlled development within the City to avoid undue impact on public facilities, public services, and the physical environment.

## 3.2 Water Conservation Goals & Future Development Patterns

Farmington's local water conservation goals are to maintain an average daily use of less than 75 gpcd for culinary water and to keep the peak daily consumption below 120 gpcd. On average over the past decade, the City has achieved these targets for peak daily consumption while consistently remaining below the target for average daily use (see Figure 3.1). Farmington City will continue to work closely with Benchland and WBWCD to conserve the use of secondary irrigation water. As more secondary connections become metered the City will be able to establish measurable goals for secondary water conservation. The City will strive to match the conservation targets of the Weber River Basin to reduce daily per capita use by 20 percent.

Farmington City will continue to grow, primarily through new development on undeveloped land or land previously used for agriculture. Future use designations reflect the potential for more than 5,000 dwelling units, as well as commercial, institutional, and light industrial uses within city boundaries. The majority of future growth will occur in Farmington's Transit-Oriented Neighborhoods on the west side of Interstate 15 and in the vicinity of Farmington Station. All new development in Farmington must follow the City's water efficient landscape standards.

While agricultural land remains in Farmington, preservation of large-scale productive agricultural use is not anticipated. However, some of these areas may develop under the City's conservation subdivision framework and retain small urban farming operations.

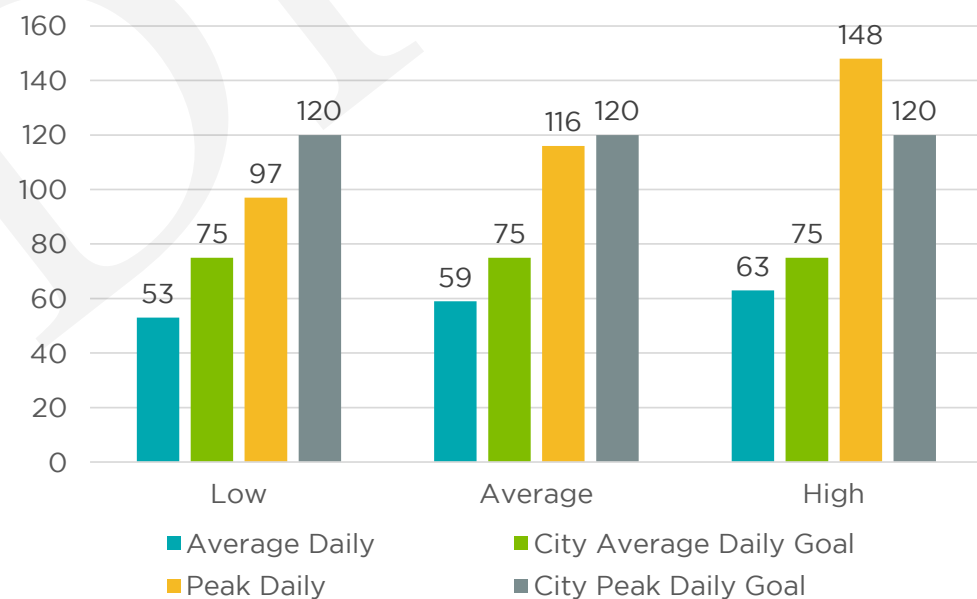


Figure 3.1: Average and Peak Daily Culinary Water Use & City Goals

## 3.3 Future Water Supply

Farmington City works to maintain a realistic awareness of future growth to ensure its facilities, including water supply and water infrastructure, are adequate to support growth and new residents. As new land use and development patterns have emerged in the past ten to twenty years, Farmington collaborates with regional partners to calibrate and update future population projections. (see Figure 3.2)

Farmington City will continue to provide most of the culinary water for the community. The city maintains water rights for surface water and underground wells and is currently constructing an additional well to support ongoing and anticipated future growth. These have been reliable sources of water for the City. Farmington is planning for the future with a diversity of water sources to accommodate future growth. With the maintenance of the current 501 AF/year contract with WBWCD, Farmington has 13,920 AF of water rights available for meeting future estimated demands. (See Figures 3.3 and 3.4)

Secondary water will continue to be supplied through outside entities. Farmington City collaborates with these providers to ensure an adequate supply of secondary water is available for the irrigation needs of current and future planned development. A diversity of reliable sources are used to provide water for these systems.

Figure 3.2: Population Projections

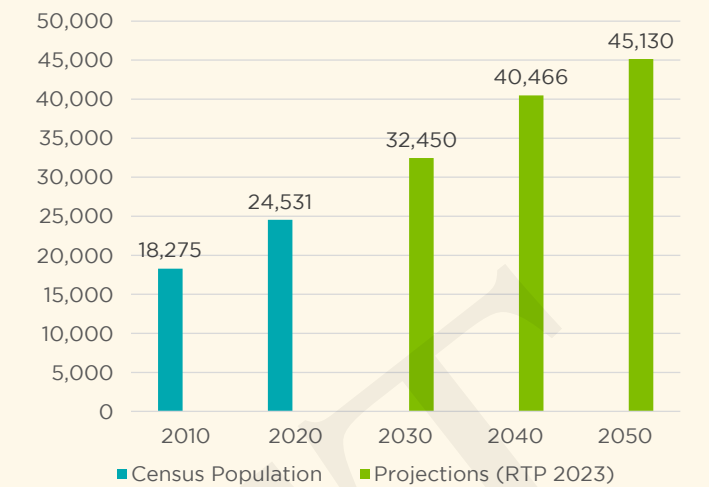


Figure 3.3: ERCs and Culinary Demand Projections

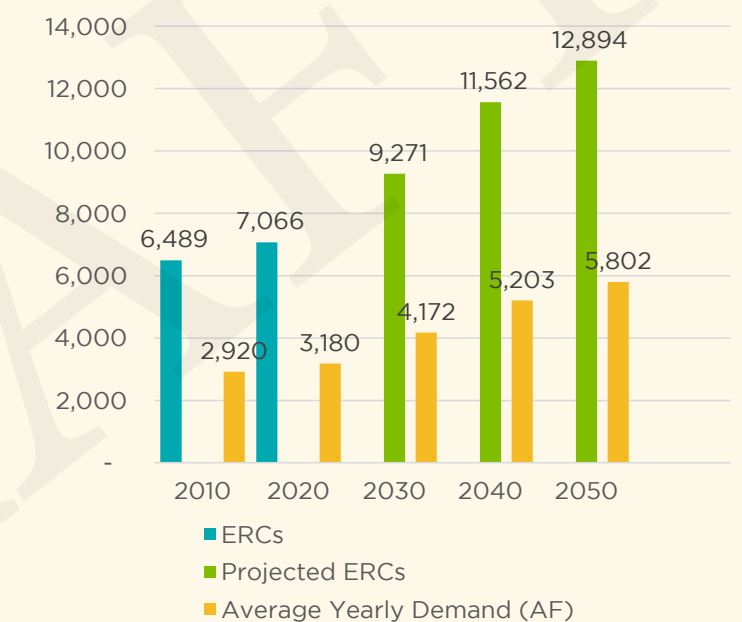
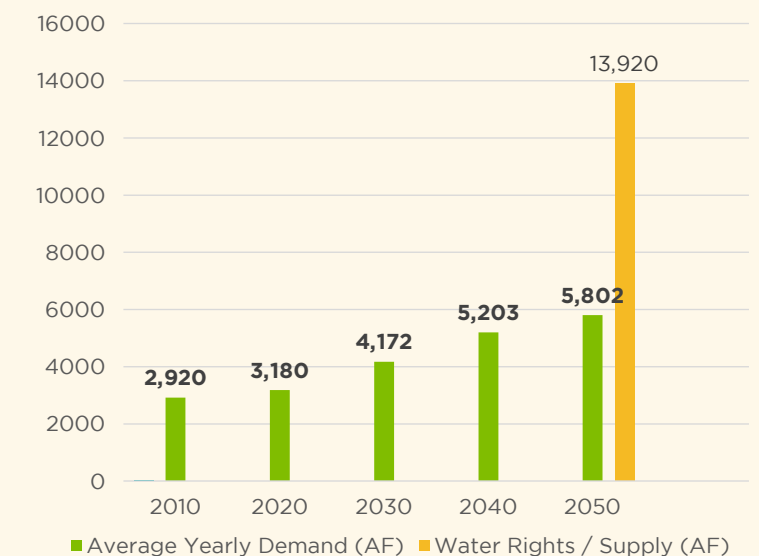


Figure 3.4: Culinary Demand Projections vs. Supply





## 3.4 Water Conservation Efforts

### SUCCESS STORIES

In 2005, Farmington set a goal to maintain an average daily use near 100 gpcd for culinary water. Based on a combination of strategies and efforts, Farmington has consistently achieved this goal. A few of the conservation efforts supporting achievement of this goal are highlighted in these success stories.

1. Landscape Ordinance Updates
2. Water Rate Structure (Culinary)
3. Community Participation
4. Secondary Water Connection Requirements
5. Education Campaigns
6. Open Space Conservation
7. Conservation Subdivision Overlay Zone
8. Transit-Oriented and Mixed-Use Development Patterns

### 1 - LANDSCAPE ORDINANCE UPDATES

In June 2023, Farmington City passed a water-efficient landscape ordinance, which updated the City's landscaping requirements, to promote water conservation. The updates focus on new residential, commercial, and multi-family developments, as well as modifications to existing properties. A previous version of the ordinance, adopted in 2022, focused on requirements for commercial and multi-family development.

### 2 - WATER RATE STRUCTURE

Beginning in 2020, Farmington adopted and implemented a rate structure for its culinary water system. The base tier covers the connection and up to 5000 gallons per month. From there, three additional tiers reflect increasing costs per 1,000 gallons, based on consumption levels.

### 3 - COMMUNITY PARTICIPATION

With an adopted waterwise ordinance in place, Farmington residents are eligible for several rebates and incentives that support water-wise practices. To date, residents have used rebates to install nearly 500 smart irrigation controllers and 56 low-flow toilets (2018 through August 2025). Additionally, residents have participated in landscape incentive programs, with 31 completed Landscape Lawn Exchange projects and 83 completed Flip Your Strip projects since 2022.

## 4 - SECONDARY WATER CONNECTION REQUIREMENTS

Farmington requires all new developments to connect to the secondary water system for irrigation use. This gives residents improved, reliable access to secondary water and decreases the demand on the city's culinary water supply.

## 5 - EDUCATION CAMPAIGNS

People learn and process information better in different ways: reading, hearing, watching, and seeing. Farmington has used a range of educational platforms and methods to provide water conservation tips and information about the resources and incentives available to the community. These methods include flyers in the monthly utility billing, articles in the City newsletter, and information on the website and social media.

## 6 - OPEN SPACE CONSERVATION

Through a range of methods, Farmington City has proactively worked to support the conservation of open space and natural resources. The wetlands of the Great Salt Lake and the foothills of the Wasatch Mountains are key targets, as well as riparian corridors on the five streams that flow through Farmington. These efforts support stormwater management, groundwater recharge, and reduce the acreage of land receiving supplementary irrigation.

## 7 - CONSERVATION SUBDIVISION OVERLAY ZONE

Enacted in 2014, Farmington City's Conservation Subdivision Overlay Zone provides design flexibility and incentives to develop neighborhoods in a way that protects sensitive lands, preserves and protects productive agricultural land, and supports open space conservation. This strategy leads to more water-efficient development patterns by clustering development and reducing individual lot sizes. The larger, shared open space areas typically have more water-efficient landscaping and native vegetation.

## 8 - TRANSIT-ORIENTED AND MIXED-USE DEVELOPMENT PATTERNS

Farmington City has been planning and implementing more sustainable, water-efficient development patterns over the past 25 years. This includes transit-oriented development in the Farmington Station vicinity, as well as mixed residential developments and clustered housing neighborhoods throughout the city.

# 4

## CHAPTER 04

# POLICY GUIDE

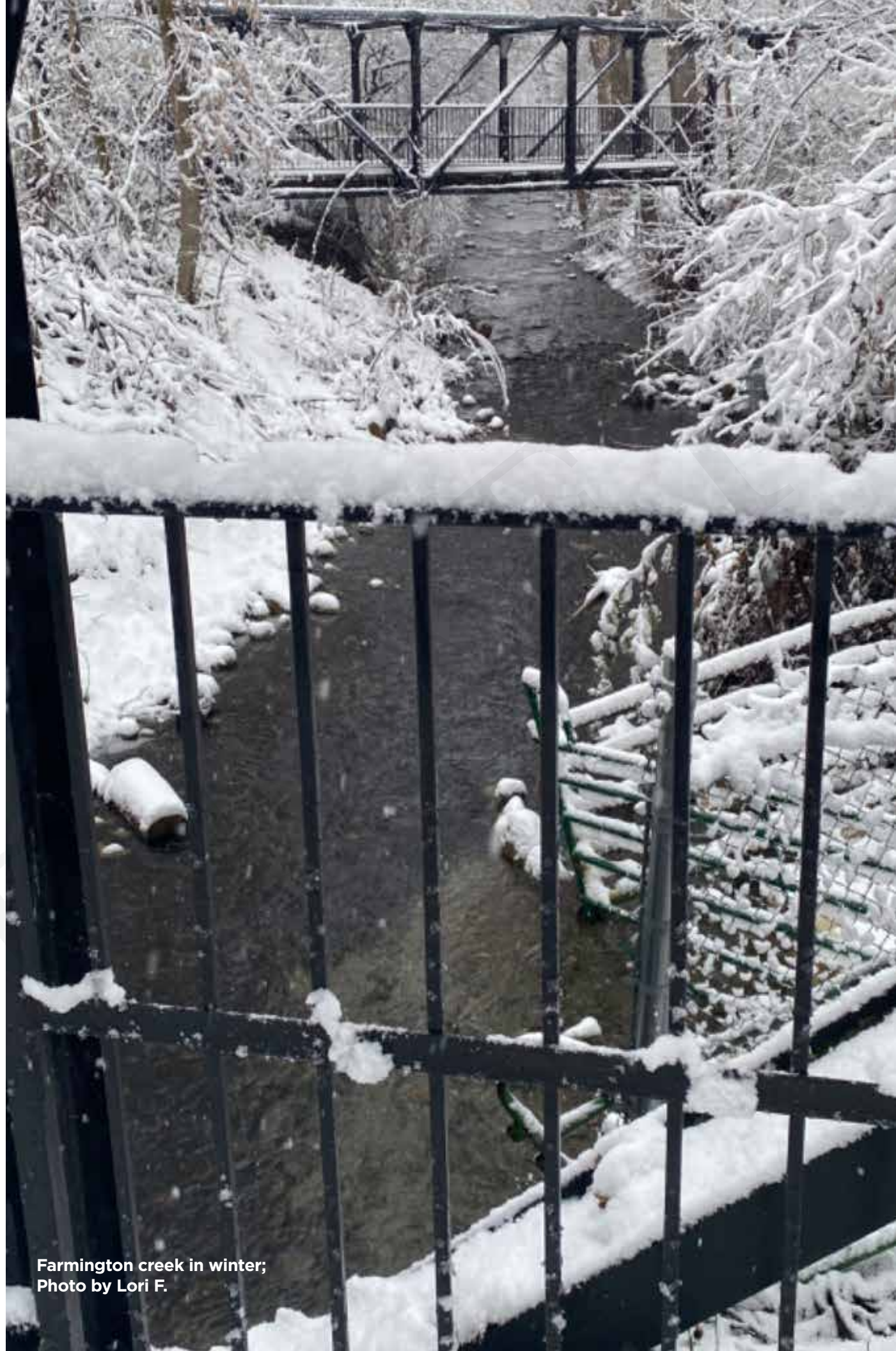
### Contents

4.1 Introduction

4.2 Community Goals

4.3 Policies & Recommendations





Farmington creek in winter;  
Photo by Lori F.

## 4.1 Introduction

The General Plan is centered on a policy approach to planning, which is reflected in the Community Goals, Policies, and Recommendations.

Community Goals reflect the priorities and aspirations for Farmington. Policies and Recommendations provide a framework for specific implementation actions to help achieve the Community Goals.

Policies and Recommendations will support one or more of the following:

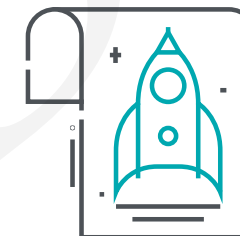
Reducing water demand and per capita water use for existing development (EX)

Reducing water demand and per capita water use for future development (FD)

Water-wise practices by Farmington City (WWC)



**GOALS:**  
The Policy Guide begins with a set of overall Community Goals, reflecting the priorities and aspirations for Water Use and Preservation.



**POLICIES & RECOMMENDATIONS:**  
Policies and Recommendations provide a framework for specific implementation actions to help achieve the Community Goals.



## 4.2 Community Goals

1

GOAL 1: Be a good steward of the City's culinary and secondary water resources.

2

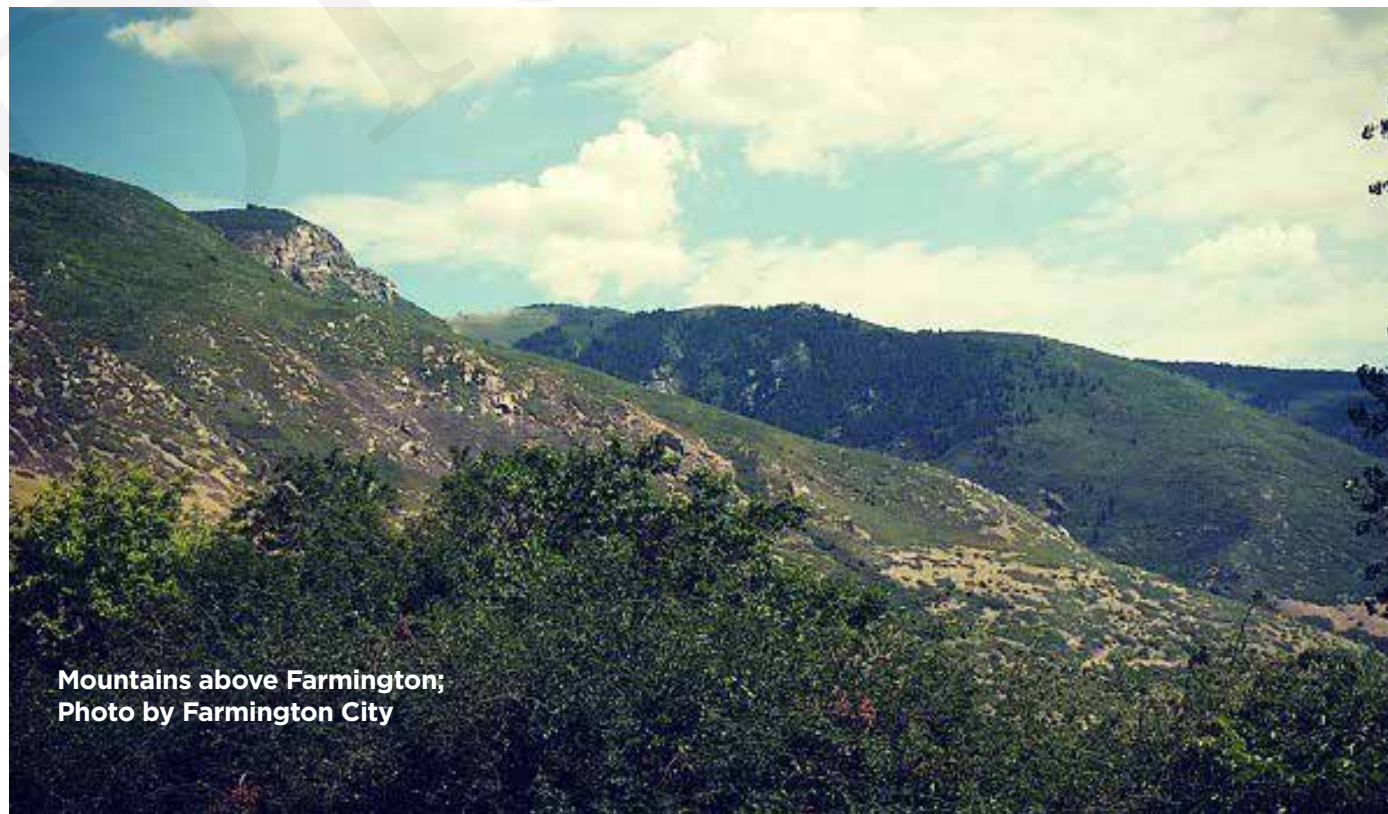
GOAL 2: Help maintain regional watershed health and viability.

3

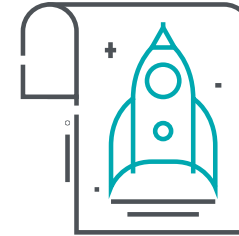
GOAL 3: Keep Farmington City a beautiful, well-maintained community while following water-wise practices.

4

GOAL 4: Aim to reduce peak water consumption levels.



Mountains above Farmington;  
Photo by Farmington City



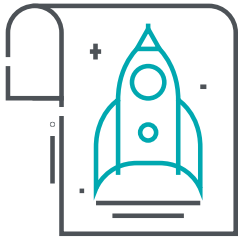
## 4.3 Policies & Recommendations

### 4.3.1 ONGOING EFFORTS

1. Continue to use the City's various messaging and media platforms to communicate water usage trends, water conservation progress, and waterwise practices.
2. Continue to support a range of waterwise development patterns and land uses, focusing growth in identified mixed use centers and supporting conservation-based neighborhoods.
3. Continue to facilitate internal collaboration between the city's departments to ensure future land uses and population projections reflect the current General Plan and envisioned development patterns. Be consistent in education efforts, terminology, and communication.

### 4.3.2 SHORT TERM (1 TO 10 YEARS)

4. Ensure household size is evaluated and considered accurately in water use calculations and projections.
5. Ensure water is used efficiently at City facilities and parks.
6. Prioritize the maintenance, watering, and planting of trees to retain this key feature of Farmington's character.
7. Identify and confirm gaps in secondary water connections for existing development. Understand barriers to installing a connection and consider Incentivizing installation of a connection.
8. Review the city's allowed land uses and consider prohibiting, minimizing, or allowing only with conditions, uses that typically consume large amounts of water.
9. Coordinate to reduce storm water runoff and allow for recharging of groundwater, by ensuring appropriate grading, limiting impervious surfaces, and using landscaping/bioswales to capture stormwater.
10. Consider updating building standards to require low-flow fixtures and appliances in new construction and remodels.
11. Continue to collaborate with the City's secondary water providers on strategies and implementation measures to conserve irrigation water.
12. Evaluate the success of various community education programs and efforts to determine the most effective ways of communicating water conservation goals and strategies to the community.
13. Conduct system wide water audits to identify inconsistencies and potential inefficiencies in the City's water system.
14. Educate the community on the benefits of various development patterns and how they translate to water conservation.



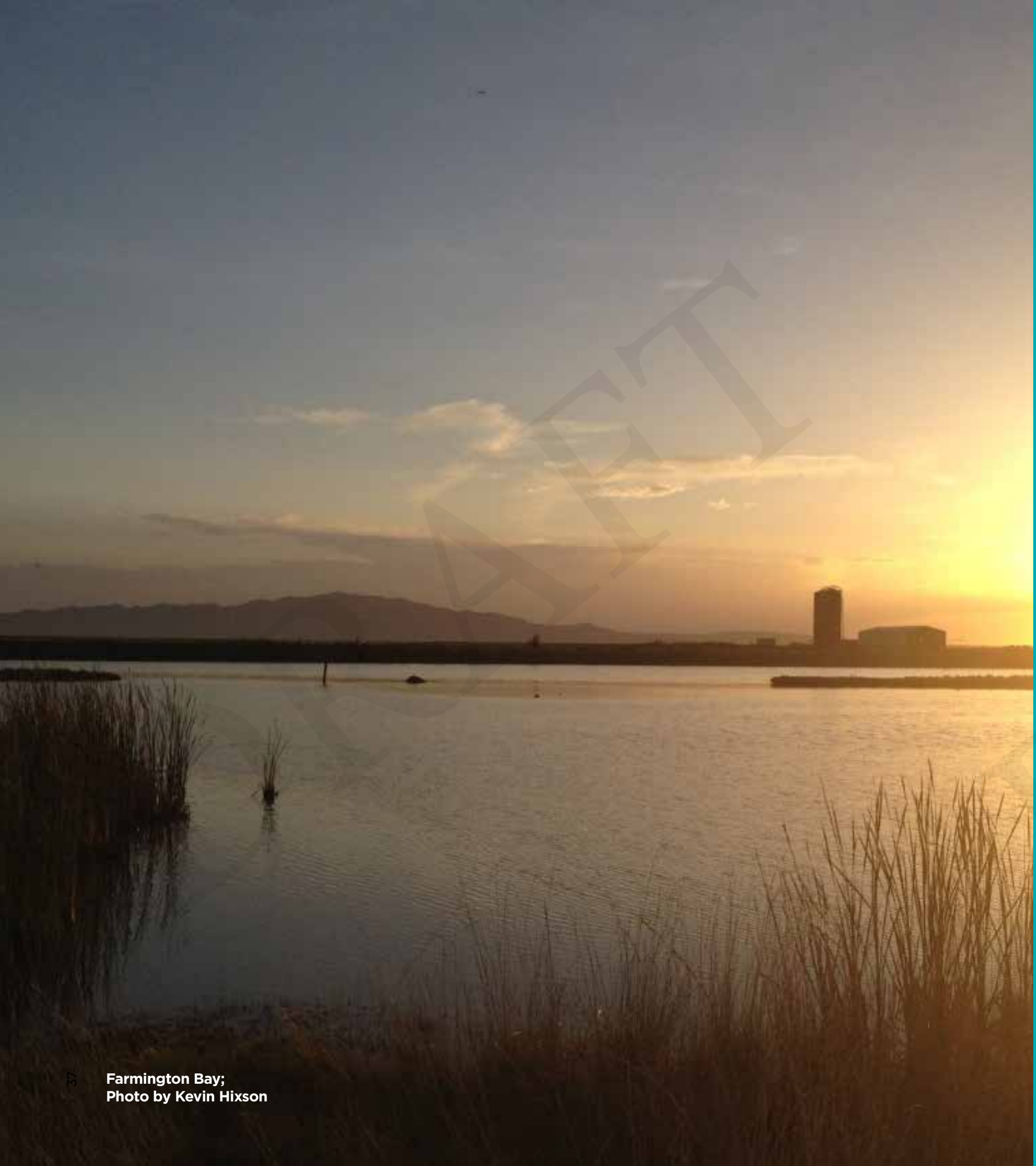
### 4.3 Policies & Recommendations (continued)

#### 4.3.3 LONG TERM (5 TO 15 YEARS)

- 1. Pursue grants and other funding to support and supplement incentive programs, innovative methods, and pilot/demonstration projects.
- 2. Research and consider pilot projects at city-owned facilities to demonstrate innovative, sustainable methods for water conservation, such as graywater recycling.
- 3. Consider supplementing existing rebate programs to further incentivize water conservation for existing neighborhoods. Establish campaigns to target Farmington’s older homes and neighborhoods, which are more likely to have older, less-efficient fixtures and appliances. Have a friendly, incentive-based city-wide “contest” to encourage participation.
- 4. Consider conducting a pilot program of restricted lawn/landscape watering times to evaluate the impact on peak month usage patterns. Require as part of the City’s extreme drought response strategy.
- 5. Consider special rate structures and metering during times of extreme drought.

Policies and Recommendations Framework Matrix			
	EX	FD	WWC
Communication and Education			
Continue to use the City’s various messaging and media platforms to communicate water usage trends, water conservation progress, and waterwise practices.			
Educate the community on the benefits of various development patterns and how they translate to water conservation.			
Evaluate the success of various community education programs and efforts to determine the most effective ways of communicating water conservation goals and strategies to the community.			
Monitoring and Measurement			
Conduct system wide water audits to identify inconsistencies and potential inefficiencies in the City’s water system.			
Identify and confirm gaps in secondary water connections for existing development. Understand barriers to installing a connection and consider Incentivizing installation of a connection.			
Consider special rate structures and metering during times of extreme drought.			
Collaboration			
Continue to facilitate internal collaboration between the city’s departments to ensure future land uses and population projections reflect the current General Plan and envisioned development patterns. Be consistent in education efforts, terminology, and communication.			
Continue to collaborate with the City’s secondary water providers on strategies and implementation measures to conserve irrigation water.			
Water Use Practices			
Ensure water is used efficiently at City facilities and parks.			
Prioritize the maintenance, watering, and planting of trees to retain this key feature of Farmington’s character.			
Consider conducting a pilot program of restricted lawn/landscape watering times to evaluate the impact on peak month usage patterns. Require as part of the City’s extreme drought response strategy.			
Update building standards to require low-flow fixtures and appliances in new construction and remodels.			
Development Patterns and Land Uses			
Continue to support a range of waterwise development patterns and land uses, focusing growth in identified mixed use centers and supporting conservation-based neighborhoods.			
Ensure household size is evaluated and considered accurately in water use calculations and projections.			
Review the city’s allowed land uses and consider prohibiting, minimizing, or allowing only with conditions, uses that typically consume large amounts of water.			
Coordinate to reduce storm water runoff and allow for recharging of groundwater, by ensuring appropriate grading, limiting impervious surfaces, and using landscaping/bioswales to capture stormwater.			
Incentives and Innovation			
Consider supplementing existing rebate programs to further incentivize water conservation for existing neighborhoods. Establish campaigns to target Farmington’s older homes and neighborhoods, which are more likely to have older, less-efficient fixtures and appliances. Have a friendly, incentive-based city-wide “contest” to encourage participation.			
Pursue grants and other funding to support and supplement incentive programs, innovative methods, and pilot/demonstration projects.			
Research and consider pilot projects at city-owned facilities to demonstrate innovative, sustainable methods for water conservation, such as graywater recycling.			





# Farmington Water Use and Preservation Plan Acknowledgments



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## REGIONAL COLLABORATION

Weber Basin Water Conservancy District  
State of Utah Division of Water Resources, Department of Natural Resources  
State of Utah Division of Drinking Water, Department of Environmental Quality  
State of Utah Department of Agriculture

*Funding support for the Water Use and Preservation Plan provided through the Division of Water Resources.*

\*General Plan Steering Committee member



# **FARMINGTON WATER USE AND PRESERVATION PLAN**

**DRAFT – DECEMBER 2025**

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Consolidated Fee Schedule Amendments

PRESENTED BY: Levi Ball, Finance Director

MEETING DATE: December 9, 2025



## CITY COUNCIL STAFF REPORT FOR DECEMBER 9, 2025

To: Mayor and City Council  
From: Levi Ball  
Date: December 4, 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.

**Impact Fees (C5):** This fee amendment is to add more clarification to the impact fee section of the consolidated fee schedule. A new line has been created for townhomes in order to clearly distinguish it from single-family homes. This change helps avoid confusion and is consistent with past impact fee studies.

**Green Waste Collection Fee (D5):** Farmington City will offer a new green waste can utility service this upcoming spring. Staff have analyzed the monthly collection fee that will be needed to cover the costs of the program. A new section for these fees has been added to the consolidated fee schedule in anticipation of rolling out the program.

**Garbage and Recycling Collection Fees (D3-4):** Staff is recommending an increase to the monthly fees for garbage and recycling collection services by roughly 5%. These fees have not been adjusted in recent years. The cost of providing these services has continued to increase each year and this increase helps ensure that the City is able to cover those costs. This change also includes a recommendation to increase the can replacement fee from \$110 to \$125 which is consistent with the current price of cans.

Respectfully submitted,



Levi Ball  
Finance Director

Review and concur,



Brigham Mellor  
City Manager

## Green Waste Utility Fee Analysis

Prepared 12/4/2025

Roll out approach:

We will supply cans to residents with lots over 1/4 acre and give them the opportunity to opt out. These are the number of lots by acre size currently:

- 0.5 acres and above - 1,998
- 0.31 - 0.49 acres - 1,632
- 0.21 - 0.3 acres - 2,355

We currently have 2,200 cans purchased. We'll start with the larger lots and continue to repurpose them as opt outs occur.

Anticipated # of Customers	2,200		
	Monthly Cost Per Customer	*Annual Costs	
Outsourced Service Costs			
Collection/Hauling Cost	4.03	106,392	\$4.03/can/month. Contract rates are adjusted annually for inflation
Landfill Costs	2.00	52,800	\$2/can/month. Cost does not change during offseason (Dec-March)
Equipment Costs			
Container Costs	2.08	55,000	\$125/can on a 5 year replacement cycle
Personnel/Overhead Costs			
20% of Full-Time PW Employee	0.68	18,000	\$90,000 annual employee cost (payroll and benefits)
10% Administrative Overhead	0.90	24,000	Admin cost overhead for phone calls, utility bills, software, etc.
	<u>9.70</u>	<u>256,192</u>	

\*Initial year annual costs will be higher in order to frontload can purchases and additional one-time costs to roll out the program

***Effective on Date of Last Revision: 10/07/2025***

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

#### 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 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].

A1.	<b>Administrative Determination Application Fee</b>	\$	125.00	
	Minor Conditional Use Amendments			
	Minor Variances			
	Nonconforming Uses			
	Temporary Use			
	Uses Not Listed			
A2.	<b>Annexation Application Fee</b>		\$650.00+	
			\$25 per acre or portion thereof	
A3.	<b>Conditional Use Application</b>		\$200.00+	
			\$25 per acre or portion thereof	
A4.	<b>Site Plan Approval by Planning Commission</b>			
	<b>Concept Plan</b>	\$	400.00	
	<b>Site Plan Application</b> (Commercial, Industrial, or Apartment Dwelling Group)			
	First acre or portion thereof	\$	650.00	
	Acres 2, 3 and 4 or any portion thereof	\$	500.00	per acre
	Each acre or portion thereof over 4	\$	350.00	per acre
	<b>Time extensions</b>	\$	100.00	
	<b>SPARC Review</b>	\$	250.00	
	<b>PLUS:</b>			
	Engineering and Professional Service Fee, Initial & Quarterly Deposit	\$	500.00	

(Deposit for consultant services beyond the amount covered in the base fee. Adjustment shall be made prior to submittal of site plan according to direct consultant service costs incurred - see note above)

Resident		
New Rate	\$ Change	% Change

Non Resident		
New Rate	\$ Change	% Change

***Effective on Date of Last Revision: 10/07/2025***

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

<b>Project Master Plan (PMP) Application</b>	\$	400.00	
(Adjustment shall be made prior to submittal of Site Plan according to direct professional service costs incurred - see note above. Developer shall pay actual cost.)			
<b>Single-family, Two-family dwelling, and Other Minor Permitted Uses</b>			
Site Plan Review	\$	25.00	
(Applicant shall also pay all review costs incurred by the City Engineer and City Attorney)			
<b>Condominium Conversion</b>	\$	150.00 +	
	\$	50.00	per unit
<b>A5. Administrative Hearing Officer</b>			
Appeals **	\$	300.00	
Non-Conforming Uses	\$	250.00	
Variances	\$	250.00	
** Cost of appeal will be refunded if appeals board or officer finds the City to have erred			
<b>A6. General Plan Amendment</b>	\$	300.00	
<b>A7. Temporary Use Application (to Planning Commission)</b>	\$	100.00	
<b>A8. Special Exception</b>	\$	150.00	
<b>A9. Zoning Amendment</b>			
Rezone	\$	300.00	
Text Change	\$	200.00	
<b>A10. Re-Application</b>			
When Application is pulled by Applicant	\$	50.00	
Conditional Uses		50% of original fee	
<b>A11. Public Hearing Notice Fee</b>			Varies
Postage for each individual notice (Charged every time a public hearing is required).			
<b>A12. Maps and Publications</b>			
<b>Maps sized 11"X17" - Streets, General Plan, Zoning, Other</b>			
Black and White	\$	0.50	
Color	\$	2.50	
<b>Maps sized 24"X36" - Streets, General Plan, Zoning, Other</b>			
Black and White	\$	5.00	
Color	\$	15.00	
<b>Trails Book</b>	\$	20.00	

Resident		
New Rate	\$ Change	% Change

Non Resident		
New Rate	\$ Change	% Change

***Effective on Date of Last Revision: 10/07/2025***

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

<b>A13. Planning Commission Review</b>	\$	25.00
(Used for informal review of proposal by the Planning Commission)		
<b>City Council Review</b>	\$	25.00
(Used for informal review of proposal by the City Council)		
<b>A14. Conservation Easement Amendments</b>		
Application Fee	\$	250.00
Engineering and Professional Service Fee, Initial & Quarterly Deposit	\$	750.00
(In accordance with the Conservation Easement Amendment Policy, the applicant is required to pay for any legal and engineering fees incurred by the City in response to an application request. The Professional Services Deposit is required to be paid at the time the application is filed with the City, and each quarter thereafter - see note above. Any unused deposit will be refunded to the applicant after recording of the easement amendment or denial of the application, as applicable. The applicant shall be required to pay for any legal and engineering costs incurred by the City in response to the application that exceed the deposit - see note above. Such costs shall be paid prior to recording of the easement amendment, if approved, or within 30 days of final decision, if denied.		
<b>Conservation Easement Enforcement and Monitoring Fund</b>	As set by City Council	
<b>A15. Additional Reviews</b>		
(After the second review, each application re-submission to the Development Review C committee (DRC) shall require full payment of the respective application fee).		

[illegible]

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

**Time of Payment**

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

## B2. Subdivision / Planned Unit Developments (PUD)

Schematic Plan or Subdivision Yield Plan	\$	400.00
Preliminary Plat or minor Subdivision Plat	\$	500.00 + \$45/Lot
Final Plat	\$	500.00 + \$60/Lot
Preliminary (PUD) Master Plan or Development Plan	1/2 of Prelim Plat Fee	
Final (PUD) Master Plan or Development Plan	\$	500.00 + \$45/lot
Subdivision by Metes & Bounds (Without dedication only - with dedication see Preliminary Plat)	\$	200.00 + \$45/Lot
Plat Amendment		\$45/Lot
Recording Fee (Actual cost charged by Davis County Recorder)		Varies
Condominium Conversion	\$	150.00 + \$50/Unit
Lot Line/Boundary Adjustment	\$	125.00
Time Extension	\$	100.00

[illegible]

## 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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The slurry seal will be contracted by the City or under the direction of the City following specs as outlined in the City's Development Standards.

### Street Excavation Fees

Working without a permit will double all fees in this section (E1). All fees in this section are non-refundable.

### Street Excavation Permit Fee

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

Requires minimum cash bond of \$1,000 as per Section 8-5-140 of City code and additional bonding as determined by the City's Public Works Director

### Construction Inspection as Required

Actual Cost

\*Excavation Trench Maintenance Fees

### Perpendicular Road Cuts

Road Cuts < 1/2 of road width	\$	250.00
Road Cuts > 1/2 of road width	\$	500.00
Parallel Road Cuts	\$	15.00

per linear ft

### Microtrenching Fees

In the seam between the curb and the asphalt	\$ 0.50	per linear ft
Anywhere else in the road	\$ 1.50	per linear ft

per linear ft

## Cutting Fees

Road age 3 years or less**	\$	500.00	minimum
Road age 4-5 years	\$	250.00	minimum
Road age 6 years or more	\$	150.00	minimum

— minimum

**Potholing & Bore Pit Maintenance Fees (in or out of the road)**

Pothole < 24" x 24"	\$	25.00	each
Bore Pit > 24" x 24"	\$	70.00	each

each

## Road closure fee\*\*\*

per day

\*An additional 15% of the original Excavation Trench Maintenance Fee will be assessed each day beyond the original deadline until the excavation is patched as per the Excavation Permit requirements.

\*\* 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.

\*\*\*The City Engineer and the Public Works Director must approve all road closures. All excavations within the City Right of Way are subject to the requirements of the excavation permit.

**Service Fee for Credit/Debit Cards**

See H6.

Resident		
New Rate	\$ Change	% Change

Non Resident		
New Rate	\$ Change	% Change

**Effective on Date of Last Revision: 10/07/2025**

## 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

### B7. Storm Water Construction Fees

## Construction Caused Illicit Discharge into Farmington City Storm Water System

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.

Fine schedule as follows:

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

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

**B8. Storm Water Illicit Discharge Cleanup Fee**

\*Actual costs

\*Actual costs include administrative and overhead costs

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



***Effective on Date of Last Revision: 10/07/2025***

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

**B9. PLUS:**

Engineering and Professional Service Fee, Initial &amp; Quarterly Deposit

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

(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
501 - 1000 Square feet	\$	150.00
1001 - 2500 Square feet	\$	225.00
2501 - 4000 Square feet	\$	300.00
4000 - Square feet and larger	\$	375.00

**B10. Miscellaneous or Pre-Application Professional Services Deposit**

<b>Minimum Deposit</b>	\$ 150.00
<b>Maximum Deposit</b> (Unless otherwise set by the Council)	\$ 2,500.00

(A professional services deposit may be required for applications, inquiries or pre-application review of proposals or contracts, or any other services rendered by the City's engineering, legal, building, planning, architectural, or other consultants. Any services valued above the minimum deposit must be approved by the City Manager.)

### B11. Additional Reviews

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

### B12. Fire Hydrant Meter Fees

Deposit (cost to replace meter, refundable)*	\$ 1,850.00	
One-time permit fee	\$ 70.00	
Monthly rental fee (1 month minimum)	\$ 70.00	per month
Cost of water	\$ 5.00	per 1,000 gal

\*The deposit refund will be reduced by the amount of the water usage

Unpermitted use - Theft of service

First offense	\$ 250.00
Subsequent offenses	\$ 500.00

**B13. Service Fee for Credit/Debit Cards**

See H6.

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

***Effective on Date of Last Revision: 10/07/2025***

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

### C. BUILDING PERMIT APPLICATION & RELATED FEES

**Time of Payment**

Fees in this section shall generally be payable prior to the issuance of the building permit.

### C1. Plan Review Deposit

Residential	\$	75.00
Commercial	\$	250.00

## C2. Plan Check Fee

Residential	40% of building application permit fee.
Residential (same model)	\$ 100.00
Commercial	65% of building application fee.

### C3. State Inspection Fee

1% of bldg. application fee

#### C4. Building Board of Appeals Application

Appeals (Cost of appeal will be refunded if appeals board or officer finds the City to have erred)	\$	300.00
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Resident		
New Rate	\$ Change	% Change

Non Resident		
New Rate	\$ Change	% Change

Effective on Date of Last Revision: 10/07/2025

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

C5. **Temporary Occupancy Application Fee\*** \$ 50.00

\*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	\$	%	New	\$	%
Rate	Change	Change	Rate	Change	Change

**Effective on Date of Last Revision: 10/07/2025**

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

### 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	\$	49.79

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

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Group	(2006 International Building Code)	Type of construction			
		IIIB	IV	VA	VB
A-1	Assembly, theaters, with Stage	\$ 162.27	\$ 171.92	\$ 152.56	\$ 146.99
	Assembly, theaters, without stage	\$ 143.82	\$ 153.43	\$ 134.10	\$ 128.45
A-2	Assembly, nightclubs	\$ 124.91	\$ 131.71	\$ 116.50	\$ 112.58
A-2	Assembly, restaurants, bars, banquet halls	\$ 123.91	\$ 130.71	\$ 114.50	\$ 111.58
A-3	Assembly, Churches	\$ 146.89	\$ 156.54	\$ 137.18	\$ 131.51
A-3	Assembly, general, community halls, libraries, museums	\$ 118.97	\$ 128.63	\$ 108.26	\$ 103.69
A-4	Assembly, arenas	\$ 142.82	\$ 152.43	\$ 132.10	\$ 127.45
B	Business	\$ 120.41	\$ 131.97	\$ 109.81	\$ 105.31
E	Educational	\$ 132.98	\$ 144.59	\$ 123.34	\$ 118.65
F-1	Factory & industrial, moderate hazard	\$ 69.29	\$ 77.68	\$ 59.67	\$ 56.56
F-2	Factory & industrial, low hazard	\$ 68.29	\$ 76.68	\$ 59.67	\$ 55.56
H-1	High Hazard, explosives	\$ 63.63	\$ 71.84	\$ 55.02	Not permitted
H234	High Hazard	\$ 63.63	\$ 71.84	\$ 55.02	\$ 50.85
H-5	HPM	\$ 120.41	\$ 131.97	\$ 109.81	\$ 105.31
I-1	Institutional, supervised environment	\$ 124.73	\$ 138.61	\$ 116.09	\$ 111.54
I-2	Institutional, hospitals	Not permitted	\$ 234.08	\$ 211.31	Not permitted
I-2	Institutional, nursing homes	Not permitted	\$ 157.00	\$ 135.27	Not permitted
I-3	Institutional, restrained	\$ 141.52	\$ 152.80	\$ 131.92	\$ 125.44
I-4	Institutional, day care facilities	\$ 124.73	\$ 138.61	\$ 116.09	\$ 111.54
M	Mercantile	\$ 87.00	\$ 93.21	\$ 77.59	\$ 74.61
R-1	Residential, hotels	\$ 126.44	\$ 140.32	\$ 117.80	\$ 113.23
R-2	Residential, multiple family	\$ 101.65	\$ 115.53	\$ 93.01	\$ 88.44
R-3	Residential, one & two-family	\$ 105.77	\$ 110.77	\$ 101.74	\$ 95.93
R-4	Residential, care/assist living facilities	\$ 124.73	\$ 138.61	\$ 116.09	\$ 111.54
S-1	Storage, moderate hazard	\$ 62.63	\$ 70.84	\$ 53.02	\$ 49.83
S-2	Storage, low hazard	\$ 61.63	\$ 69.84	\$ 53.02	\$ 48.83
U	Utility, private garages, miscellaneous	\$ 46.33	\$ 51.94	\$ 39.23	\$ 37.34

\*For shell only building deduct 20%

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)

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

**Effective on Date of Last Revision: 10/07/2025**

## 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.

<b>Resident</b>		
<b>New</b>	<b>\$</b>	<b>%</b>
<b>Rate</b>	<b>Change</b>	<b>Change</b>

<b>Non Resident</b>		
<b>New</b>	<b>\$</b>	<b>%</b>
<b>Rate</b>	<b>Change</b>	<b>Change</b>

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

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

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
<del>Multi-Family (townhomes)</del> 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

Resident		
New Rate	\$ Change	% Change

Non Resident		
New Rate	\$ Change	% Change



***Effective on Date of Last Revision: 10/07/2025***

## 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

[illegible]

#### D. UTILITY-RELATED FEES

Payment is due by the end of each billing month.

**Water minimum (Base Rate)**

Residential		\$	26.40	per month
Commercial	Up to 1"	\$	26.40	per month
	1.5"	\$	55.30	per month
	2"	\$	88.50	per month
The meter size will be determined by the largest meter installed. If more than one meter is installed of the same size, then the charge will be determined by the number of those meters installed. If more than one size of meter is installed, the largest meter size will be charged the base meter rate.	3"	\$	165.80	per month
	4"	\$	276.00	per month
	6"	\$	552.30	per month
	8"	\$	883.80	per month

The meter size will be determined by the largest meter installed. If more than one meter is installed of the same size, then the charge will be determined by the number of those meters installed. If more than one size of meter is installed, the largest meter size will be charged the base meter rate.

Residential	0-5,000	Minimum	Base Rate
	5,001-10,000	\$ 3.70	per 1000 gals
	10,001-20,000	\$ 4.00	per 1000 gals
	20,001 & above	\$ 4.40	per 1000 gals

Commercial	\$ 3.10	per 1000 gals
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Water users living outside of Farmington City limits will be charged double the rate.

Farmington City bills and collects on behalf of Central Davis Sewer District (CDSO). Farmington City's fee structure is based on what CDSO bills Farmington City. CDSO's fee structure can be found at <https://www.cdsewer.org/documents/>

Single family residential units and individually metered multi-family units	\$	41.70	per month
Single family residential units and individually metered multi-family units - pumped	\$	43.20	per month

## Multi-family units sharing a common meter &amp; non-residential units

First 20,000 gallons	\$	72.00	per month
Additional usage (per 1,000 gallons)	\$	3.50	per month

First 20,000 gallons - Pumped	\$	75.30	per month
Additional usage - Pumped (per 1,000 gallons)	\$	3.60	per month

First automated container	<del>\$ 20.50</del>	per month
Each additional automated container	<del>\$ 18.80</del>	per month per container
Extra can pickup fee	\$ 25.00	per occurrence
Extra can delivery fee	\$ 25.00	per occurrence
Can replacement fee	<del>\$ 110.00</del>	per occurrence

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**FARMINGTON CITY CONSOLIDATED FEE SCHEDULE**

<b>D4. Recycling Collection Fee</b>	<del>\$ 3.90</del>	per month per container
Extra can pickup fee	\$ 25.00	per occurrence
Extra can delivery fee	\$ 25.00	per occurrence
Can replacement fee	<del>\$ 110.00</del>	per occurrence
<b>D5. Green Waste Collection Fee</b>	\$ 9.70	per month per container
Extra can pickup fee	\$ 25.00	per occurrence
Extra can delivery fee	\$ 25.00	per occurrence
Can replacement fee	\$ 125.00	per occurrence
<b>D6. Storm Water Utility</b>		
<b>*Drainage Utility Fee</b>		
Each single family residential unit and residential duplex shall be charged the following monthly "Drainage Utility Fee" as the established base rate for one Equivalent Service Unit (ESU) equaling 4,083 sf of impervious surface.		
	\$ 9.30	per month
Each developed multi-family residential parcel, commercial parcel, and other non-residential parcel shall be charged a monthly Drainage Utility Fee as the multiple of the base rate set forth in Section 1, based upon the number of ESU's on the property and the measured impervious surface area. The number of ESU's on any particular developed parcel shall be determined by measuring the amount of impervious surface on the parcel (in square feet) and dividing that number by the designated base ESU of 4,083 sf. The actual monthly Drainage Utility Fee shall be computed by multiplying the total ESU's for the parcel by the monthly rate set forth in Section 1. For example, a parcel with 25,000 square feet of impervious surface area shall pay a fee of \$42.86 per month: 25,000/4,083=6.123 ESUs then 6.123X\$7=\$42.86.		
	\$ 9.30	per month per ESU
<b>D7. Transportation Utility</b>		
<b>Residential Transportation Utility Fee</b>	\$ 3.90	per month per ERU
Residential Uses. As specified in the latest edition of the Institute of Transportation Engineers (ITE) Trip General Manual, a single family dwelling generates 9.5 trips/day. Accordingly, each single family dwelling shall be charged the following above monthly "Residential Transportation Utility Fee" as the established base rate for one Equivalent Residential Unit (ERU)		
<b>Non-Residential Transportation Utility Fee</b>	\$ 2.00	per month per ERU
Non-Residential Uses. Each and all non-residential uses shall be charged a monthly Transportation Utility Fee based upon the number of ERU's on the property as measured by the size of the use and the trips generated thereby as set forth in the ITE manual for such use. The actual monthly Transportation Utility Fee shall be computed by multiplying the total ERU's for the use/parcel by the monthly non-residential rate set forth above.		
<b>D8. Penalties for Late Payments and Nonpayments on Utility Bills</b>		
Late payments	5% of past due balance	
Reestablishment of service fee	\$ 25.00	
Returned payment fee	\$ 20.00	
<b>D9. Deferral fee (paid at time of request)</b>	\$10.00*	per month
*The deferral fee is in lieu of services provided by Farmington City (water, garbage, storm water, and transportation). Customers will still be billed the full amount for sewer services as C.D.S.D does not have a deferral program.		

Resident				Non Resident			
New	\$	%		New	\$	%	
Rate	Change	Change		Rate	Change	Change	
\$ 4.10	\$ 0.20	5.13%					
\$ 125.00	\$ 15.00	13.64%					

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

<b>Repurchase Price for the City's "Right to Burial"</b>	Resident	Non-Res.	
Burial sites adjacent to each other or single site adjacent to another single burial site	\$ 430.00	\$ 430.00	per grave
Single burial sites	\$ 110.00	\$ 110.00	per burial site

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

**Park Picnic Pavilions (2 hour min)**

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

Resident	Non-Res.
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### Community Arts Center Rental Fees

### Main Hall Rental Fees (minimum of 2 hours)

### Miscellaneous Fees

**Classrooms (minimum of 2 hours)**

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

### Holiday Rental

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

**Effective on Date of Last Revision: 10/07/2025**

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

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

### **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><u>Youth Theater</u></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
<b><u>Fall Theater</u></b>		
Dinner Theater tickets in advance	\$ 30.00	\$ 30.00

Resident			Non Resident		
New	\$	%	New	\$	%
Rate	Change	Change	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, in order 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.

[illegible]

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

**E5. Recreation Field Rentals**

## E6. Recreation Leagues and Activities

Published 12/4/2025 Page 22 of 31 File: CFS as adopted on 2025-10-07 with proposed changes.xlsx



**Effective on Date of Last Revision: 10/07/2025**

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

<b>Spring Baseball</b>	*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*	
T-Ball (4 - 5 yrs.)	\$	48.00	\$	58.00
Coach Pitch (5 yrs.)	\$	48.00	\$	58.00
Kindergarten	\$	53.00	\$	63.00
1st/2nd Minor	\$	64.00	\$	74.00
1st/2nd Major	\$	64.00	\$	74.00
3rd	\$	70.00	\$	80.00
4th	\$	70.00	\$	80.00
5th-6th	\$	82.00	\$	92.00
Jr High	\$	104.00	\$	114.00
High School	\$	104.00	\$	114.00
Allstars	\$	100.00	\$	100.00

per player

<b>Fall Baseball</b>	*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
T-Ball (4-5 yrs.) (Co-ed)	\$	27.00	\$ 37.00
Coach Pitch (5 yrs.) (Co-ed)	\$	27.00	\$ 37.00
Kindergarten (Co-ed)	\$	27.00	\$ 37.00
1st/2nd	\$	32.00	\$ 42.00
3rd Grade & 4th Grade	\$	43.00	\$ 53.00
5th-6th Grade	\$	47.00	\$ 57.00
Jr High	\$	89.00	\$ 99.00

One-time Jersey Fee - Approximately \$18-24

<b><u>Spring Softball</u></b>	<b>*Additional \$10 added for last two weeks of registration</b>	<b>Resident*</b>	<b>Non-Res.*</b>
Kindergarten	\$	53.00	\$ 63.00
1st	\$	53.00	\$ 63.00
2nd	\$	53.00	\$ 63.00
3rd	\$	53.00	\$ 63.00
4th	\$	53.00	\$ 63.00
5th	\$	53.00	\$ 63.00
U12 Fast Pitch	\$	78.00	\$ 88.00
Jr High Softball	\$	78.00	\$ 88.00

<b>Fall Softball</b>	*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
1st - 2nd Grade		\$ 32.00	\$ 42.00
3rd - 4th Grade		\$ 32.00	\$ 42.00
5th - 6th Grade		\$ 42.00	\$ 52.00

One-time Jersey Fee - Approximately \$18-24

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

**Effective on Date of Last Revision: 10/07/2025**

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

<u><b>Adaptive Recreation</b></u>		*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
Jr. Jazz		\$	47.00	\$ 57.00
Super Sport		\$	33.00	\$ 43.00
Baseball		\$	47.00	\$ 57.00
<b>Super Sport</b>				
Summer		\$	33.00	\$ 43.00
<b>Volleyball</b>				
		*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
Youth Volleyball League - grades 3rd - 8th		\$	40.00	\$ 50.00
Youth Volleyball League - 9th through 12th grades		\$	45.00	\$ 55.00
<b>Adult Programs</b>				
			Resident	Non-Res.
Basketball - Men's		\$	425.00	\$ 425.00
Basketball - Women's		\$	425.00	\$ 425.00
Soccer (Co-ed)		\$	475.00	\$ 475.00
Softball (Co-ed)		\$	430.00	\$ 430.00
Volleyball - Women's		\$	275.00	\$ 275.00
Volleyball (Co-ed)		\$	275.00	\$ 275.00
<b>Pickleball</b>				
			Resident	Non-Res.
Pickleball League (4 days) instructional		\$	32.00	\$ 42.00
Pickleball League (6 days)		\$	32.00	\$ 42.00
Pickleball Round Robin		\$	16.00	\$ 26.00
Pickleball Senior League		\$	32.00	\$ 32.00
<b>Other</b>				
			Resident	Non-Res.
Tennis Lessons		\$	43.00	\$ 53.00
Archery		\$	32.00	\$ 42.00
Fishing Program		\$	32.00	\$ 42.00
<b>Partnership Programs</b>				
Music in Me		Fee determined by partnership program		
Lego		Fee determined by partnership program		
<b>High-school Partnership Programs</b>				
Wrestling		30% City, 70% high school, after overhead		
Track & Field		30% City, 70% high school, after overhead		
Volleyball		30% City, 70% high school, after overhead		

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

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

**Farmington City Gymnasium\***

25%

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

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

Resident	Non-Res.
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100	100

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

Resident	Non-Res.
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3	3
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100	100

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

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

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

[illegible]

Effective on Date of Last Revision: 10/07/2025

**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

**Effective on Date of Last Revision: 10/07/2025**

## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

#### F. BUSINESS LICENSING FEES

### Timing of Payment

Payments on licensing renewals are due by January 31 of each year or at the time of a new license being issued during the year.

**\*Business Licensing Fees:**

### Basic Business License Fee

Small Commercial (under 10,000 sqft including outdoor sales area)	\$	135.00
Medium Commercial (10,000 to 40,000sqft including outdoor sales area)	\$	215.00
Large Commercial (over 40,000 sqft including outdoor sales area)	\$	320.00

## Home Occupation License Fee

Pre-school (impactful, requires annual fire inspection)	\$	75.00
Day-Care (impactful, requires annual fire inspection)	\$	75.00
Requested (non-impactful per home business owner's request)	\$	30.00

### Temporary Business License Fee

Mobiles and Itinerant Business	\$	150.00
New Location Transfer Fee	\$	20.00
Name Change Transfer Fee	\$	20.00
Other Licenses Transfer Fee	\$	10.00
Duplicate License Transfer Fee	\$	10.00
Regulatory License/Amusement Park	\$	300.00
Regulatory License/Solicitors	\$	50.00

per solicitor

Regulatory License/Theaters	\$	350.00
Regulatory License/Video Stores	\$	100.00
Regulatory License/Fireworks	\$	300.00
Beer/Liquor Class A	\$	300.00
Beer/Liquor Class B	\$	300.00
Beer/Liquor Class D	\$	300.00
Special Event License	\$	300.00
Sexually Oriented Business	\$	800.00

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



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

**G4. Fire Permit Fees**

### \*105.1.1 Permits Required



## FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Payment is due upon request for services.

\$ 600.00

\$ 150.00

\$ 75.00

\$ 25.00

\$ 100.00

\$ 100.00

\$ 1,000.00

\$	100.00
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\$ 50.00

\$	200.00
----	--------

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\$ 50.00 per day

\$ 200.00 per day

\$	125.00	per day
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\$ 500.00 per day

\$ 300.00 per day

\$ 500.00 per day

\$ 200.00 per day

\*\*\*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).

File: CFS as adopted on 2025-10-07 with proposed changes.xlsx

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

<b>H4.</b>	<b><u>GRAMA Request</u></b>		
	Copying per page	\$	0.25
	Time in researching and compiling the record (exceeding 15 minutes)	\$	35.00
	Flash Drive	\$	30.00
			per hour
			per flash drive
<b>H5.</b>	<b><u>Police Department</u></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
	Event Security - Minimum of two (2) hours charged in hour increments for time at the event.	\$	100.00
			per officer
			per hour per officer
<b>H6.</b>	<b>Service Fee for Credit/Debit Cards</b>		2.75%
<b>H7.</b>	<b>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.</b>	<b>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.		

**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 9<sup>th</sup> DAY OF DECEMBER 2025.**

**ATTEST:**

**FARMINGTON CITY**

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

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

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Zone Text Amendment – 11-3-045 Public Hearing  
Requirements for Certain Special Exceptions

PRESENTED BY: Shannon Hansell, Planner

MEETING DATE: December 9, 2025

## **CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Shannon Hansell - Planner  
**Date:** December 9, 2025  
**Subject:** Zone Text Amendment – 11-3-045 Public Hearing Requirements for Certain Special Exceptions

### **RECOMMENDED MOTION**

Move that the City Council approve the enabling ordinance for the zone text amendment to 11-3-045, subject to all applicable Farmington City development standards and ordinances.

### **Findings:**

1. Public hearings for driveway width and building height special exceptions have not been utilized frequently as far back as 2021.
2. Utah's Land Use, Development and Management Act (LUDMA) does not address or include special exceptions, and thus does not require public hearings for such applications.
3. Special exceptions are an administrative decision, meaning that if they follow the ordinance and criteria set forth in 11-3-045 E, approval is necessary.
4. Appeals to Planning Commission decisions may be made according to 11-3-050

### **BACKGROUND**

Frequent items the Planning Commission sees are related to driveway width per 11-32-060 A1, and building height as specified in various zoning districts. The special exception chapter requires that all special exceptions shall have public hearings (11-3-045 D2 and D4). In the past nearly 5 years, the Planning Commission has considered 21 applications for special exceptions specifically related to building height and driveway width. Of those applications, nearly every public hearing had 0 public comments and every special exception was approved by the Commission.

Public hearings require at least a 10-day notice period where every property owner within 300 feet of the subject property are notified in writing. This notice period often causes delays to projects that are otherwise ready for approval, such as in-progress building permits. Staff is proposing leaving the decision of approval to the Planning Commission, but removing the public hearing. The public hearing aspect is rarely utilized, and when the public comments are not related to the following standards, they cannot be considered:

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

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

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

**a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;**

**b. Will not create unreasonable traffic hazards;**

**c. Is located on a lot or parcel of sufficient size to accommodate the special exception.**

The Planning Commission recommended this zone text amendment for approval on November 18, 2025.

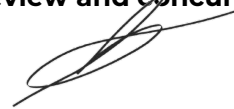
**Respectfully submitted,**

*Shannon Hansell*

**Shannon Hansell**

**Planner**

**Review and concur,**



**Brigham Mellor**

**City Manager**

**Supplemental Information**

- 1. Table demonstrating recent building height and driveway width special exceptions**
- 2. Zone text language**
- 3. Enabling Ordinance**

Application	Subject	#ofComments	Approved?	Notes
M-3-25	height	0	Y	
M-2-25	height	1	Y	general question about project
M-1-25	driveway width	7	Y	Baggett Driveway
M-5-24	driveway width	0	Y	
M-4-24	driveway width	0	Y	
M-3-24	driveway width	0	Y	
M-12-23	height	0	Y	
M-8-23	driveway width	0	Y	
M-6-23	height	1	Y	commenter had "no concerns"
M-5-23	driveway width	0	Y	
M-4-23	height	3	Y	2 positive/1 negative
M-2-23	driveway width	0	Y	
M-14-22	driveway width	0	Y	
M-12-22	height	1	Y	positive
M-5-22	driveway width	0	Y	
M-6-22	height	0	Y	
M-4-22	height	0	Y	
M-3-22	height	0	Y	
M-12-21	height	0	Y	
M-7-21	height	0	Y	
M-6-21	driveway width	0	Y	



### **11-3-045: SPECIAL EXCEPTIONS:**

#### **A. A special exception is:**

- 1. An activity or use incidental to or in addition to a principal use permitted in a zoning district;**
- 2. An adjustment to a fixed dimension standard permitted as an exception to the requirements of this title;**
- 3. A transfer of development right (TDR), or rights, established because of blight which results in an additional lot, or lots, or a dwelling unit, or units;**
- 4. An adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive reuse does not compromise such eligibility; or**

**A special exception requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This section sets forth procedures for considering and approving special exceptions to the provisions of this title.**

**B. Authority: When expressly provided for under the provisions of this title, the Planning Commission is authorized to approve special exceptions to the provisions of this title in accordance with the terms and provisions set forth in this section. When pertaining to an adjustment to the height of a building, the Planning Commission may authorize an adjustment of up to twenty percent (20%) of the prescribed requirement.**

**C. Initiation: A property owner, or the owner's agent, may request a special exception to the provisions of this title in accordance with the procedures set forth herein.**

**D. Procedure: An application for a special exception shall be considered and processed as follows:**

**1. A complete application shall be submitted to the Zoning Administrator in a form established by the City along with any fee established by the City's fee schedule. The application shall include at least the following information:**

**a. The name, address and telephone number of the applicant and the applicant's agent, if any.**

**b. The address and parcel identification of the subject property.**

**c. The zone, zone boundaries and present use of the subject property.**

**d. A complete description of the proposed special exception.**

**e. A plot plan showing the following:**

**(1) Applicant's name;**

- (2) Site address;**
- (3) Property boundaries and dimensions;**
- (4) Layout of existing and proposed buildings, parking, landscaping and utilities; and**
- (5) Adjoining property lines and uses within one hundred feet (100') of the subject property.**

**f. Such other and further information or documentation as the Zoning Administrator may deem necessary for a full and proper consideration and disposition of a particular application.**

**2. After the application is determined to be complete, the Zoning Administrator shall schedule a public hearing before the Planning Commission, except in cases of driveway width and building height, where no public hearing shall be required. Notice of public hearings shall be given as required by law and according to policies established by the commission. The Planning Commission shall take action on the application within a reasonable time after the filing of a complete application.**

**3. A staff report evaluating the application shall be prepared by the Zoning Administrator.**

**4. The Planning Commission shall hold a public hearing, except as provided in D2 above, and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in subsection E of this section. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.**

**5. After the Planning Commission makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.**

**6. A record of all special exceptions shall be maintained in the Office of the Zoning Administrator.**

**E. Approval Standards: The following standards shall apply to the approval of a special exception:**

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

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

**a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;**

**b. Will not create unreasonable traffic hazards;**

**c. Is located on a lot or parcel of sufficient size to accommodate the special exception.**

**F. Effect Of Approval: A special exception shall not authorize the establishment of any use nor the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for any approvals or permits that may be required by this title or other applicable provisions of this Code.**

**G. Amendments: The procedure for amending a special exception shall be the same as the original procedure set forth in this section.**

**H. Expiration: Subject to an extension of time, a special exception which is not exercised within one hundred eighty (180) days shall expire and have no further force or effect. (Ord. 2002-48, 12-11-2002; amd. Ord. 2018-11, 3-6-2018; Ord. 11-12-2019; Ord. 2021-13, 5-18-2021; Ord. 2022-8, 1-18-2022; Ord. 2025-37, 7-15-2025)**

**FARMINGTON CITY, UTAH**

**ORDINANCE NO. 2025 -**

**AN ORDINANCE AMENDING SECTION 11-3-045 OF FARMINGTON CITY CODE TO REMOVE PUBLIC HEARING REQUIREMENTS FOR SPECIAL EXCEPTIONS TO BUILDING HEIGHT AND DRIVEWAY WIDTH**

**WHEREAS**, the State of Utah has relocated the Municipal Land Use, Development, and Management act within state code during a 2025 interim session; and

**WHEREAS**, in order to appropriately and accurately reference the location of applicable code where previously reference by City Ordinance; and

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

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

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

**Section 1. Amendment.** The specific sections identified in Exhibit A attached hereto are amended as identified.

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

**Section 5. Effective Date.** This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 9<sup>th</sup> day of December, 2025.

**FARMINGTON CITY**

---

Brett Anderson, Mayor

**ATTEST:**

---

DeAnn Carlile, City Recorder

Exhibit A:

**11-3-045: SPECIAL EXCEPTIONS:**

**A. A special exception is:**

- 1. An activity or use incidental to or in addition to a principal use permitted in a zoning district;**
- 2. An adjustment to a fixed dimension standard permitted as an exception to the requirements of this title;**
- 3. A transfer of development right (TDR), or rights, established because of blight which results in an additional lot, or lots, or a dwelling unit, or units;**
- 4. An adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive reuse does not compromise such eligibility; or**

A special exception requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This section sets forth procedures for considering and approving special exceptions to the provisions of this title.

**B. Authority:** When expressly provided for under the provisions of this title, the Planning Commission is authorized to approve special exceptions to the provisions of this title in accordance with the terms and provisions set forth in this section. When pertaining to an adjustment to the height of a building, the Planning Commission may authorize an adjustment of up to twenty percent (20%) of the prescribed requirement.

**C. Initiation:** A property owner, or the owner's agent, may request a special exception to the provisions of this title in accordance with the procedures set forth herein.

**D. Procedure:** An application for a special exception shall be considered and processed as follows:

**1. A complete application shall be submitted to the Zoning Administrator in a form established by the City along with any fee established by the City's fee schedule. The application shall include at least the following information:**

- a. The name, address and telephone number of the applicant and the applicant's agent, if any.**
- b. The address and parcel identification of the subject property.**
- c. The zone, zone boundaries and present use of the subject property.**
- d. A complete description of the proposed special exception.**
- e. A plot plan showing the following:**
  - (1) Applicant's name;**
  - (2) Site address;**
  - (3) Property boundaries and dimensions;**
  - (4) Layout of existing and proposed buildings, parking, landscaping and utilities;**

**and**

**(5) Adjoining property lines and uses within one hundred feet (100') of the subject property.**

**f. Such other and further information or documentation as the Zoning Administrator may deem necessary for a full and proper consideration and disposition of a particular application.**

**2. After the application is determined to be complete, the Zoning Administrator shall schedule a public hearing before the Planning Commission, except in cases of driveway width and building height, where no public hearing shall be required. Notice of public hearings shall be given as required by law and according to policies established by the commission. The Planning Commission shall take action on the application within a reasonable time after the filing of a complete application.**

**3. A staff report evaluating the application shall be prepared by the Zoning Administrator.**

**4. The Planning Commission shall hold a public hearing, except as provided in D2 above, and thereafter shall approve, approve with conditions or deny the application pursuant to the standards set forth in subsection E of this section. Any conditions of approval shall be limited to conditions needed to conform to the special exception to approval standards.**

**5. After the Planning Commission makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.**

**6. A record of all special exceptions shall be maintained in the Office of the Zoning Administrator.**

**E. Approval Standards: The following standards shall apply to the approval of a special exception:**

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

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

**a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;**

**b. Will not create unreasonable traffic hazards;**

**c. Is located on a lot or parcel of sufficient size to accommodate the special exception.**

**F. Effect Of Approval: A special exception shall not authorize the establishment of any use nor the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for any approvals or permits that may be required by this title or other applicable provisions of this Code.**

**G. Amendments: The procedure for amending a special exception shall be the same as the original procedure set forth in this section.**

**H. Expiration: Subject to an extension of time, a special exception which is not exercised within one hundred eighty (180) days shall expire and have no further force or effect. (Ord. 2002-48, 12-11-2002; amd. Ord. 2018-11, 3-6-2018; Ord. 11-12-2019; Ord. 2021-13, 5-18-2021; Ord. 2022-8, 1-18-2022; Ord. 2025-37, 7-15-2025)**

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Changes to multiple sections of City Code to correct references to the State of Utah Land Use and Development Management Act

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: December 9, 2025



**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Lyle Gibson – Community Development Director  
**Date:** December 9, 2025  
**Subject:** Changes to multiple sections of City Code to correct references to the State of Utah Land Use and Development Management Act (ZT-27)

**RECOMMENDED MOTION**

Move that the City Council approve the enclosed enabling ordinance as proposed.

**Findings:**

1. No substantial changes are being made to code. The amendment updates references to LUDMA per changes made to it's location in State code.

**BACKGROUND**

The State Legislature recently adopted SB1008 during a special session which renumbered the Land Use and Development Management Act (LUDMA).

The changes at the State level did not modify policy or law, but Farmington's code has multiple sections which reference applicable statute that need to be updated to reference the current applicable code section.

Respectfully submitted,



Lyle Gibson  
Community Development Director

Review and concur,



Brigham Mellor  
City Manager

**Supplemental Information**

1. Enabling Ordinance

**FARMINGTON CITY, UTAH**

**ORDINANCE NO. 2025 -**

**AN ORDINANCE AMENDING MULTIPLE SECTIONS OF FARMINGTON CITY CODE TO CORRECT REFERENCES TO THE UTAH MUNICIPAL LAND USE, DEVELOPMENT, AND MANAGEMENT ACT-. (ZT-25-27)**

**WHEREAS**, the State of Utah has relocated the Municipal Land Use, Development, and Management act within state code during a 2025 interim session; and

**WHEREAS**, in order to appropriately and accurately reference the location of applicable code where previously reference by City Ordinance; and

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

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

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

**Section 1. Amendment.** The specific sections identified in Exhibit A attached hereto are amended as identified.

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

**Section 5. Effective Date.** This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 9<sup>th</sup> day of December, 2025.

**FARMINGTON CITY**

---

Brett Anderson, Mayor

**ATTEST:**

---

DeAnn Carlile, City Recorder

Exhibit A:

### **1-5-030: CIVIL PENALTIES:**

The city may establish and impose a civil penalty for various violations of city ordinances to the extent permitted by and in accordance with applicable provisions of state law, including, but not limited to, Utah Code Annotated sections 10-3-703 and 10-3-703.7, as amended, and ~~10-9a-803~~10-20-10, as amended. In accordance with such provisions, the city has adopted a civil enforcement program, including civil penalties for code violations, as more particularly set forth in chapter 6 of this title.

### **3-7-020: DEFINITIONS:**

**BUSINESS LICENSE OFFICIAL:** The city official described in Section [6-1-030](#) of the Farmington Municipal Code.

**DISTRICT COURT:** A district court of the State of Utah with jurisdiction over Farmington City.

**ENFORCEMENT ACTION:** A citation, notice or order identifying a condition or action in violation of any provision of the Farmington Municipal Code, which either:

1. Imposes a monetary penalty upon the recipient;
2. Includes the city's intention to abate a nuisance; or
3. Orders the property owner to rehabilitate or demolish a structure pursuant to the Abatement of Dangerous Buildings Code, indicated in section [10-2-100](#) of this code.

**ENFORCEMENT OFFICIAL:** Any city employee or official authorized by code or by the City Manager to enforce provisions of the Farmington Municipal Code.

**LAND USE APPLICATION:** Has the same definition as provided in Chapter 10-~~9a~~20-102 of the Utah Code, as amended.

**LAND USE REGULATION:** Has the same definition as provided in Chapter 10-~~9a~~20-102 of the Utah Code, as amended.

**ZONING ADMINISTRATOR:** The city official described in Section [11-4-030](#) of the Farmington Municipal Code.

### **11-3-010: PLANNING COMMISSION:**

There is hereby created, pursuant to Utah Code Annotated section 10-~~9a~~20-301 et seq., as amended, a planning commission of the city to recommend and monitor the planning and development of the city, whose primary duty shall be to act as an advisory commission to the city council on all matters pertaining to planning and zoning. The planning commission shall be known and may be referred to as the Farmington City planning commission.

## **11-4-050: DUTIES OF THE ZONING ADMINISTRATOR:**

The zoning administrator shall represent Farmington City in carrying out the stated purposes of this title and in so doing shall also cause that all required permits be obtained as required herein. (Ord. 1991-26, 7-17-1991)

A. Variances: Pursuant to Utah Code Annotated section 10-~~9a-70220~~, as amended, the zoning administrator shall have the power to decide routine and uncontested matters of the ~~board of adjustment~~Administrative Hearing Officer pursuant to its established guidelines as outlined in chapter 5 of this title. All variances granted by the zoning administrator shall be reviewed and approved by the city manager prior to issuance. (Ord. 1991-26, 7-17-1991; amd. 2016 Code)

B. Building Permits: The zoning administrator shall review all building permit applications to determine compliance with this title. All applications for building permits shall be accompanied by a plot plan in duplicate. Such plot plan shall be drawn to scale and shall show the actual dimensions of the lot to be built on, any existing buildings or structures, and the buildings or structures to be erected. The plan should also show the location of driveways into the property, off street parking facilities, abutting streets (including right of way width) and such other information as may be necessary to accurately locate the lot, to provide for the enforcement of this title and to comply with the site development standards of this title.

### **C. Certificate Of Occupancy:**

1. No land shall be changed in use or occupancy and no building shall be changed in use or structurally altered until a certificate of occupancy shall have been issued by both the zoning administrator and the building official.

2. No certificate of occupancy shall be issued unless the contemplated use of the land and/or buildings for which said certificate is requested is in full compliance with the requirements of this title and applicable building codes.

3. A certificate of occupancy shall be required for the purpose of maintaining, renewing, changing or extending a nonconforming use.

4. No person shall live in an accessory building unless that person has a valid certificate of occupancy for such building. The certificate of occupancy may only be issued if the accessory building is safe for human occupancy and if the main building or use is incomplete but is reasonably expected to be completed within one month from the date of issuance. Such a certificate of occupancy may be issued for a maximum time period of thirty (30) days. Violation of this subsection is a class C misdemeanor. For purposes of this section only, "live in" means to dwell in or use as a home, sleeping place or shelter for human beings.

D. Home Occupation Permit: All applications for a home occupation permit shall be submitted to the zoning administrator and shall include all information as required in chapter 35 of this title. The zoning administrator shall review all applications for compliance with the home occupation standards of this title and may either approve or deny such applications.

E. Sign Permits: As provided in the sign ordinance of Farmington City, the zoning administrator shall be responsible for issuance of permits for signs, and for the enforcement of the sign regulations.

F. Administrative Determination For Uses Not Listed: Determination as to the classification of uses not specifically listed in chapters 10 through 26 of this title may be made by the zoning administrator:

1. An application requesting such determination shall be filed with the zoning administrator. The application shall include a detailed description of the use and other such information as may be required.

2. The zoning administrator shall make such investigations as are deemed necessary to compare the nature and characteristics of the proposed use with those of uses specifically listed in this title and shall make a determination of its classification based on his investigations. The determination shall state the zone classification(s) in which the use will be allowed and whether the use will be a permitted use or a conditional use in the zone(s).

3. The determination and all information pertaining to it shall be assigned a file number classifying it as an administrative determination and shall become a permanent public record in the office of the planning and zoning department.

G. Appeals From Decisions Of The Zoning Administrator: Any appeal of an action or decision of the zoning administrator shall be made to the board of adjustment as outlined in section [11-5-060](#) of this title.

#### **11-5-010: DESIGNATION OF LAND USE APPEAL AUTHORITY:**

Except as otherwise provided in this title, the administration hearing officer appointed pursuant to section [3-7-030](#) of this code is the land use appeal authority, as required by Utah Code Annotated section ~~10-9a-701~~[20-11](#) et seq., as amended. Appeals shall proceed as provided in chapter [3-7](#) of this code.

#### **11-5-080: VARIANCES:**

A. Authorized: The administrative hearing officer may authorize upon appeal, variance from the provisions of this title where it can be shown that due to special circumstances the literal enforcement of this title would result in undue hardship to the property owner. In granting a variance, the administrative hearing officer may affix any conditions it feels are necessary to carry out the intent of this title.

B. Variance Criteria: Unless otherwise provided in this title, the administrative hearing officer may grant a variance from the requirements of any provision of this title to the extent that such a

grant shall be consistent with the limitations and requirements of section 10-~~9a-702~~20-11 of the Utah Code, as amended.

C. Hardship, as used herein, shall be distinguished from a mere inconvenience to the property owner or a desire to reduce financial costs. Personal, family or financial difficulties, loss of prospective profits or neighboring violations of the zoning code are not hardships justifying a variance.

D. Special circumstances that warrant a variance shall apply to a specific parcel of property and include such things as exceptional narrowness, shallowness or shape of the property; exceptional topographic conditions; or other extraordinary and exceptional situations or conditions.

E. Each case shall be considered only on its individual merits; a previous variance or examples of noncompliance by other properties shall not be deemed to set a precedent or require the granting of a variance in the case before the administrative hearing officer.

#### **11-6-010: AMENDMENTS PERMITTED:**

The city council may from time to time amend any of the provisions of the Farmington City zoning ordinance or the official zoning map of the city in accordance with the procedures set forth herein, including amendments to the number, shape, boundaries or area of any zoning district; any regulation of or within the zoning district; or any other provision of this title. The provisions set forth herein shall not apply to amendments to the city general plan, which procedure is more specifically provided for elsewhere in this title, nor temporary regulations which may be enacted without public hearing in accordance with Utah Code Annotated section 10-~~9a20~~-504, as amended.

#### **11-6-020: PROCEDURE FOR PROPOSED AMENDMENTS:**

A. Interested Parties: Proposed amendments to this title or zoning map may be initiated by the city council, planning commission, zoning administrator or any other interested party.

B. Application: Proposed amendments submitted by interested parties as provided herein, other than the city council, planning commission or zoning administrator, shall be submitted to the city planner for consideration by the planning commission in the form of an application containing, at a minimum, the following information:

1. The name and address of applicant and the name and address of every person or company that the applicant represents;
2. The requested amendment and the reasons therefor;
3. If the proposed amendment requires a change in the zoning map, the application shall include an accurate property map showing all areas which would be affected by the proposed

amendment, all abutting properties and the present and proposed zoning classifications; and an accurate legal description of the area to be rezoned and approximate common address; and

4. If the proposed amendment would require a change in the text of the ordinance, the application shall include the chapter and section, and a draft of the proposed wording that is desired.

C. City Planner Review: The city planner shall review the application to verify that all of the information required by this chapter and other applicable ordinances, rules and regulations, are included.

D. Planning Commission Review: All proposed amendments must be first submitted to the planning commission for review and recommendations. Notice and public hearing requirements shall be as provided in Utah Code Annotated sections 10-~~9a20~~-205, 10-~~9a20~~-502 and 10-~~9a20~~-503. The planning commission shall study and examine each application and proposed amendment. The planning commission should consider the following issues when reviewing each proposed amendment: 1) is the proposed amendment reasonably necessary; 2) is the proposed amendment in the public interest; and 3) is the proposed amendment consistent with the city general plan and in harmony with the objectives and purpose of this title. After study and analysis, the planning commission shall prepare written recommendations regarding the application and proposed amendment and forward the same to the city council for its consideration.

E. City Council Review: Except as provided herein, the city council shall review the proposed amendment to this title or zoning map and shall schedule and hold a public meeting on the proposed amendment in accordance with Utah Code Annotated sections 10-~~9a20~~-502 and 10-~~9a20~~-503. The city council shall provide notice of the public meeting in accordance with Utah Code Annotated section 10-~~9a20~~-205. After the public meeting, the city council may make any modifications to the proposed amendment to this title or zoning map that it considers appropriate and in accord with the city general plan and may thereafter adopt the amendment as proposed, modify the amendment and adopt or reject the modified amendment, or reject the proposed amendment.

#### **11-27B-030: STEP 1 - GENERAL DEVELOPMENT PLAN, DEVELOPMENT AGREEMENT AND AP-DISTRICT APPLICATION:**

A. A General Development Plan (GDP) and Development Agreement (DA) must accompany an application for an AP-District rezone request and shall be submitted by the property owner or an authorized representative.

1. All GDPs shall be prepared by a licensed/certified professional, such as an architect, landscape architect, planner, engineer, surveyor, etc. The requirements for a complete site plan review application are:

a. Conceptual Site Plan, including a current survey and legal description, vehicular and pedestrian circulation, proposed building placement (if any), setbacks, streetscape, parking, fire protection, sensitive and/or agriculture lands, fencing, and signage locations, plus any other information required for conceptual site plan review;

b. Conceptual Landscape Plan, including open space; and

c. Conceptual Building Plan(s), if any, including elevations, height, materials, and proposed colors.

2. The DA shall include and memorialize any alternative development standard and/or use not set forth in the underlying zone or shown on the GDP. The GDP must be an exhibit to the DA.

B. Upon receipt of a complete application to the Community Development Department, the application shall be reviewed by the Development Review Committee (DRC). The DRC shall provide written comments to the applicant regarding the proposed General Development Plan within fourteen (14) business days of receipt. The applicant may request a meeting with the DRC and/or City Staff to discuss the comments. Upon receipt of a written response to the comments and any revised submittal, the DRC shall review the resubmittal and make a recommendation on the application to the Planning Commission. Once a recommendation has been made by the DRC, the Community Development Department shall schedule a public hearing before the Planning Commission and provide written notice to property owners within three hundred feet (300') of the boundary of the proposed project, in accordance with Utah State Code 10-9a20-502.

C. The Community Development Department shall provide to the Planning Commission copies of all pertinent documents, plans, and maps related to the project, including the GDP and DA.

D. After conclusion of the public hearing the Planning Commission may recommend to the City Council approval or denial of the rezone request, GDP, and DA. In considering whether to approve the Application, the Planning Commission may, among other things, take into consideration some or all of the criteria set forth below in subsection E. 1-6.

E. Upon receipt of the application, the City Council may accept, deny, or modify the rezone request and proposed GDP and DA. If approved, the City Council shall add the area encompassed by the GDP and establish an AP District as a suffix to an underlying zone by ordinance, provided that it finds that the facts submitted with the application(s) and presented at the public meetings establish that:

1. The development is compatible with and will enhance the community as a whole as well as the immediately surrounding neighborhoods and existing property uses. To the extent that there is a commercial component, the applicant adequately demonstrates sustainable financial viability and provides adequate assurance of sustainability.

2. That the uses proposed will not be detrimental to present and anticipated surrounding uses as determined by the City.



3. The streets proposed are suitable and adequate to carry anticipated traffic, and increased densities will not generate traffic in such amounts as to overload, compromise the safety of, or diminish the existing residential or other nature of the street network outside the AP District in a detrimental or adverse way.

4. Any exception from standard ordinance requirements is documented as required herein, warranted by the design and amenities incorporated into the final plan and enhances the purposes of the underlying zone and community as a whole.

5. The AP District is in conformance with the City General Land Use plan.

6. Existing or proposed utility services are adequate for the uses proposed.

F. Phased development plans shall include Schematic Subdivision plans, if applicable, which shall be shown as part of the GDP.

G. Unless there is substantial action leading toward Step 2 of an AP District within a period of six (6) months from the date of approval, as determined by the City Council, such approval shall expire, unless, after reconsideration of the progress of the project, an extension is approved.

#### **11-38-030: PENALTY PROVISIONS:**

Any person, firm or corporation, association, partnership or governmental instrumentality, whether as principal, agent, employee or otherwise, violating or causing the violation of any of the provisions of this title, or failing or refusing to do some act required under this title, shall be guilty of a class C misdemeanor as provided in Utah Code Annotated section 10-~~9a20-803~~10.

#### **12-1-070: APPEALS FROM SUBDIVISION IMPROVEMENT PLAN DECISIONS:**

A. Appeals from review comments made related to subdivision improvement plans during the review cycle described in Section 12-6-130 of this Title may be made by filing a written notice of appeal to the City Recorder within fifteen (15) days of denial of the final plat by the City Engineer.

B. Upon receiving the appeal, the City Engineer and the appellant shall, unless otherwise agreed by the City and appellant, designate a licensed engineer to serve on a three (3) member panel described in Utah Code Ann § 10-~~9a20-508~~911(5)(d). Neither engineer designated may have an interest in the application subject to appeal. Any engineer employed by or working at a firm retained by the city or appellant to review, modify or draft plans is considered to have an interest in the application and are not eligible to serve.

C. The two (2) designated engineers shall confer and designate one additional licensed engineer.

D. The land use applicant is responsible for payment of fifty percent (50%) of the cost of the panel and an appeal fee designated on the City's consolidated fee schedule.

E. The panel shall hear arguments and exhibits provided by the parties and render a written decision supported by applicable codes and the City's adopted construction standards and specifications. The panel may not overrule the City's adopted construction standards and specifications unless a state law expressly overrides a provision of those standards.

The panel's decision may be reviewed by a district court by either party, by filing a petition for review within thirty (30) days after the date on which the decision is final.

### **12-3-030: PROCESS:**

The process for review and approval of a conventional subdivision shall follow section 10-~~9a20-604804~~.1 and ~~604804~~.2 of the Utah State Code, as amended. The specific requirements for applications for preliminary and final plat applications are as established in sections 12-7-065 and 12-5-130 of this Title.

### **12-3-065: REVIEW OF PRELIMINARY PLAT:**

The planning department will determine if the appropriate plan is submitted, if the application is complete and if all the fees have been paid. If all requirements are met, a letter of acknowledgment will be provided by the planning department, and the planning department shall distribute plans for comment to all appropriate public and private entities. An application has not been accepted by the city until the city issues a letter of acknowledgment. After fifteen (15) business days from the date of the letter of acknowledgment, each of the public agencies and utilities will provide their review comments to the subdivider indicating whether the plans are acceptable or need to be revised, and may forward to the subdivider a written report of its findings and recommendations. These agencies shall include, but are not necessarily limited to, water and sewer improvement districts, the public works department, the city engineer and the fire department. The planning department will also provide the city manager with one full set of plans for comment and review. The subdivider shall be required to address each comment made by a reviewing entity, either modifying the plans or indicating their objection to the review comment, citing code authority for their objection. Failure to address each comment shall be grounds for rejection of the re-submission, and a subsequent review cycle may not begin until those comments are addressed. The process of accepting an application and completing a review may occur as many as four (4) times, after which the applicant shall be entitled to remedies as specified in Utah Code 10-~~9a20-604.2806~~ incorporated herein.

### **12-4-150: FINAL PLAT; PURPOSE:**

The purpose of the final plat is to require formal approval by city staff before a major subdivision plat is recorded. The final plat and all information and procedures relating thereto shall in all respects comply with the provisions of this title. The final plat and improvement plans submitted shall conform in all respects to those regulations and requirements specified during the

preliminary plat procedure. Pursuant to Utah Code Annotated section 10-~~9a-604~~20-804, as amended, the ~~planning commission designates the planning commission chair as its agent to~~Land Use Authority shall sign final subdivision plats. The ~~planning commission chair~~Land Use Authority shall not sign any final plat until such plat has been approved ~~by city staff~~ in accordance with the provisions set forth herein.

#### **12-5-120: FINAL PLAT APPLICATION REQUIREMENTS:**

The following items shall be submitted for review and consideration of the Final Plat, unless waived in writing by the city engineer:

A. Format And General Items:

1. A title block which contains the following:
  - a. Name of the subdivision.
  - b. Type of development (residential, commercial, PUD, PRD, etc.).
  - c. Surveyor's certificate that has been signed and dated, showing the name and registration number of the surveyor responsible for making the survey.
  - d. A legal description of the subdivision boundaries that include the quarter-quarter section, section, township, range, principal median and the County of its location.
  - e. The owner's dedication that includes the dedication of all public ways or spaces. The owner's dedication shall be signed by every person having a security interest in the subdivision property, dated, and notarized and should include a reference to any covenants that may be declared and blanks where the County Recorder may enter the book and page number of their recording.
  - f. Signature blocks prepared for the dated signatures for the following:
    - (1) City Council;
    - (2) City Recorder;
    - (3) City Engineer;
    - (4) City Attorney;
    - (5) Planning Commission;
    - (6) Respective irrigation water district;
    - (7) Central Davis Sewer District;
    - (8) Affected gas pipeline company (if applicable).
2. Graphic and written scale at no more than one (1) inch equals one hundred feet (100') or as recommended by City Engineer.

3. The basis of bearings used and a north point.
4. Township and Range, section lines, and other monuments.
5. Vicinity map on the first sheet locating the subdivision showing prominent landmarks.
6. The exterior boundaries of the platted areas giving lengths and bearings of the boundary lines. All subdivisions must have proper closure.
7. If the subdivision is adjacent to a waterway or any other area which is subject to flooding, the plat shall show the line of high water with a continuous line and shall also show with a fine continuous line, any lots subject to inundation by a 100-year flood.
8. Location of existing easements or right-of-way, including those contiguous to the platted area, their nature, width, and the book and page number of their recording in the County's records.
9. Location of proposed easements including any required easements for water, sewer, drainage or irrigation, temporary turnaround easements and a ten foot (10') public utility easement shown on the front of each lot and any side or rear of a lot adjacent to a road right of way.
10. All lots, blocks, rights-of-way and easements (including open space) created by the subdivision with their boundary, bearings, lengths, widths, name, number, or purpose. For curved boundaries the curve radius, central angle, and length of arc shall be given.
11. Indication of lot areas (square feet).
12. Lots consecutively numbered or lettered in alphabetical order.
13. Proposed addresses shown on each lot (corner lots should include two addresses) as obtained from Farmington City Planning Department.
14. All proposed new streets named or numbered in accordance with the street naming and numbering system of the City.
15. Location and names of adjacent properties/property owners and platted subdivisions.
16. Location of zoning boundary lines within and adjacent to the proposed subdivision.
17. Location of all existing homes or buildings within the proposed subdivision that are to remain.
18. All existing monuments found during the course of the survey (including a physical description such as "brass cap").
19. All monuments erected, corners, and other points established in the field. The monuments shall be made of brass and the legend shall indicate the diameter, length, and weight of the monuments. All exterior boundary angle points of the subdivision and lot corners shall be

marked in accordance with the Farmington City Design Standards and Public Improvements Specifications including brass pins in the BOC for all front property lines.

20. A detail diagram showing typical setbacks for a corner and interior lot and a typical thirty five feet (35') clear view area (sight triangle) on the corner lot.

B. Required Notes On The Final Plat:

1. A notation of the distance (shown as a dimension and note on the plat) from the centerline of each existing road right-of-way (centerline of existing asphalt) to the new property line of the subdivision.

2. A summary of total project acreage, total acreage in lots, total number of units, total acreage of open space or other dedicated parcels, and total acreage in roads and lane miles of road.

3. A notation of any limited access restrictions on the lots that are affected.

4. If a detention pond is required, note the capacity of the pond on the final plat.

5. If there is no detention pond on the plat, provide a note explaining how detention is handled.

6. If surface drainage is to be directed onto a privately owned area for detention or retention as part of the storm drainage system, show an easement around the detention/retention area on the final plat with the following note on the easement area: "Permanent detention/retention (whichever is applicable) facility to be owned and maintained by the owners of this property not to be altered without approval by Farmington City Council and City Engineer".

7. If the proposed subdivision is adjacent to or in close proximity to an existing agricultural area or activity, the following note regarding the Right to Farm must be added to the Final Plat: "This area is subject to the normal everyday sounds, odors, sights, equipment, facilities, and all other aspects associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

8. If a temporary turnaround is required, add the following note on the final plat with reference to the turnaround: "temporary asphalt turnaround with appropriate road base, and no above ground utilities allowed in the turnaround area. A letter will be provided to the Building Division prior to issuance of a building permit for the affected lot stating that the homeowner/lot buyer is aware of the temporary turnaround on their property and that it is to remain unaltered and no parking allowed until the City approves removal of the turnaround."

9. For PRD and PUD subdivisions, note any exceptions to minimum home size requirements, setbacks, and note that all homes are required to meet the architectural requirements contained in the Development Code including product mix on home elevations.

10. For subdivisions with trails, a note stating that the trail location(s) must be staked and reviewed by the Parks and Planning Divisions prior to installation.

11. For subdivisions with common area where an HOA is involved, add the following note in the owner's dedication area of the title block: "Pursuant to Utah Code 10-~~9a20-604(D)~~,809 the owner(s) hereby convey all common areas shown on this plat as indicated hereon to the (insert name of HOA and their mailing address)."

12. A note shall be placed on the final plat indicating that a soil report has been prepared and submitted to the city for the proposed subdivision.

13. A note stating that only one culinary water meter or 1 secondary water meter shall be allowed in a driveway.

14. All culinary water meters located in driveways shall have a thirty inch (30") meter box with a traffic rated lid.

15. Wells (show and label whether the well is to remain or be abandoned - if the well is to be abandoned, add a note on the plans stating "existing well to be abandoned and capped by a certified well driller and documentation provided to Farmington City").

#### C. Construction Drawings:

1. Final construction/plan and profile drawings of all required public improvements consistent with Farmington City Design Standards and Public Improvement Specifications. An engineer or land surveyor must stamp all construction drawings in accordance with the procedures of the Utah State Board for Professional Registration. Construction drawings shall include:

a. Each sheet shall contain a signature box for the city engineer.

b. An overall public improvement plan or index sheet that includes a summary of all improvement and utility information (this sheet is used by City Staff to prepare the bond for public improvements).

c. Location, pipe type (pipe type may be noted in a utility legend), and size of existing and proposed culinary and pressurized irrigation lines and associated fire hydrants, valves, and blowoffs (note where bends are required on water lines).

d. Location, depth, pipe type (pipe type may be noted in a utility legend), and slope of all drainage, and sewer lines, including the location and proper spacing of all boxes, manholes and other improvements.

e. A note stating that all mechanical joints require a mega lug or other approved equal joint restraint.

f. Location of water and sewer service laterals for each lot including the location of the laterals in relation to each other (water laterals must be located at the center of the lot and sewer laterals 10 feet downstream from the water laterals).

g. On each corner lot, add a label stating "front" to indicate which street frontage is considered the front of the lot (the front of the lot must be consistent with the location of the water and sewer service laterals).

h. Details of detention basin(s) including:

- (1) Piping and orifices.
- (2) A note stating that the bottom of the basin will be sloped towards the outlet.
- (3) Cross section of detention pond.
- (4) One hundred (100) year water level.
- (5) Capacity of detention pond in cubic feet.
- (6) Minimum one foot (1') freeboard.
- (7) Three to one (3:1) slopes or flatter.
- (8) Grass covering and underground sprinkler system or approved xeriscaping.

i. If the placement of irrigation system improvements is required, show all irrigation improvements including piping, head gates, boxes, grates etc. (in conformance with letter issued by the irrigation company) and provide a signature block for the irrigation company on all applicable construction drawing sheets.

j. Cross sections of all roads including pavement design, base and sub base amounts and location of utilities within the street right of way (please note that base and sub base should be shown and labeled extending one foot (1') beyond the back of curb).

k. All roads must have a minimum standard of 3 inches of asphalt with twelve inches (12") or road base, unless the soils report requires a higher level of strength ratio. A note stating all concrete shall have fiber.

l. Sidewalk shall be installed along the entire frontage of the property. The developer must provide sidewalk access to adjacent amenities when required by the City Engineer. This may require the installation of sidewalk off site.

m. Location of proposed underground power, domes and transformers.

n. Location of existing power infrastructure and ownership.

o. Location, type, and height of existing fencing and new fencing, berming or other buffering to be installed as part of the development.

p. Street signs and traffic control signs.

q. Show existing and proposed streetlights. Proposed streetlights are to be shown in the park strip. Street lights shall be installed at intersections and spaced at three hundred fifty feet (350'). Streetlights are to be installed per city standards.

r. Location of USPS gang box/mailbox locations (applicant must meet with a Post Office representative to determine locations).

s. All other specifications, details, and references required by the Design Standards and Public Improvements Specifications and Standard Drawings.

2. Construction drawings are to include the following notes:

a. A note stating the developer will install all streetlights unless otherwise directed by the City Engineer.

b. A note stating that all construction is to be done as per the latest edition of the Farmington City Design Standards and Public Improvements Specifications.

c. A note stating that all fire hydrants are to be Clow.

d. A note that valves are to be Mueller or Clow.

e. A note stating that all water meters in driveways shall be installed with a thirty inch (30") meter box with a traffic rated lid.

3. Landscaping plan for all park, open space, and common ownership areas including:

a. A table indicating the percent of the site to be landscaped.

b. Planting areas with a list of the name, number and size of plants designated for each area.

c. Location, name and size of all existing and proposed trees and shrubs.

d. Location and sizes of proposed irrigation facilities adequate to maintain the planting areas.

e. Location of the clear view area at all street intersections (a triangular area formed by a line connecting the property lines at points thirty feet (30') in each direction from the intersection of the two street property lines) and an indication that no landscaping or other obstruction in excess of three feet (3') above top back of curb shall be allowed in the clear view area unless otherwise approved by the City Transportation Engineer. Trees must be planted outside of the sight triangle with branches trimmed to ten feet (10') above the top back of curb.

D. Other Required Items:

1. Long Term Stormwater Maintenance Plan and Agreement for all privately owned stormwater infrastructure.

2. Letters from the Utah Department of Environmental Quality regarding any proposed exceptions to requirements of R309-500 through 550.

E. Required Items Prior To Recording Of Plat:

1. Bonded for the project. Bond amounts are provided by Farmington City Engineering.



2. A final copy of any restrictive covenants (CC&Rs), reservations, or private easements.
3. Evidence that all property taxes are current and that roll back taxes have been paid, and that no other debts or obligations are outstanding and no liens or encumbrances are placed on the property.
4. If the property has been in greenbelt, verification from the title company that all roll-back taxes have been paid.
5. A preliminary title report covering all the property located within the subdivision. The report shall be prepared or updated within thirty (30) days of the date of recording of the Final Plat.
6. Warranty deed/title insurance on property dedicated to the City (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each.
7. Prepared easements for any necessary offsite water, sewer, or drainage easements across privately owned land, or for temporary turnarounds. Farmington City requires a minimum of twenty feet (20') on through property easements
8. A copy of any necessary deeds or boundary line agreements necessary for recording of the Final Plat.
9. Any required UDOT approvals for access, etc.
10. An electronic (computer disc or email) copy of the proposed Final Plat and Construction Drawings in a format acceptable to the City Engineer (PDF, DGN or DXF).
11. During the DRC review process, the proposed property lines along existing streets must be staked for review by staff.
12. Prior to the pre-construction meeting, the developer will provide six (6) copies of the approved set of drawings, obtained a SWPPP, bonded for the project and or obtained an excavation permit. When changes need to be made to a check set, revise the affected sheets only. All these must be completed prior to the preconstruction meeting being scheduled.

#### **12-5-130: EVALUATION OF FINAL PLAT:**

- A. Planning Department: The planning department will determine if the final plat submission is complete and if all the fees have been paid. If all requirements are met and all fees have been, and the planning department shall distribute plans, for comment to all appropriate public and private entities.
- B. Reviewing Entities: Reviewing entities shall review plans within twenty (20) business days of distribution. After reviewing the plans, each of the public agencies and utilities will provide the their review comments to the subdivider indicating whether the plans are acceptable or need to be revised, and may forward to the subdivider a written report of its findings and recommendations. These agencies shall include, but are not necessarily limited to, water and

sewer improvement districts, the public works department, the city engineer and the fire department.

C. Additional Reviews: In cases where subdivider's submission or plat is incomplete, incorrect or otherwise fails to comply with Farmington City ordinances and/or development standards as determined by the city and where such failure makes additional or repeat reviews on the part of the city engineer and/or other consultants to the city necessary, subdivider shall be required to resubmit the plans to those reviewing entities that will be affected by changes. The subdivider shall be required to address each comment made by a reviewing entity, either modifying the plans or indicating their objection to the review comment, citing code authority for their objection. Failure to address each comment shall be grounds for rejection of the re-submission, and a subsequent review cycle may not begin until those comments are addressed. Reviewing entities shall be allowed an additional twenty (20) business days to review after each complete submittal or complete resubmittal. After reviewing the plans, each of the public agencies and utilities will provide their comments to the subdivider indicating whether the plans are acceptable or need to be revised. This process shall continue for as many as four (4) review cycles or until all reviewing entities have accepted the plans. Approval by all reviewing entities shall be cause for the city engineer to give final approval of a final plat application. If a developer does not address all comments identified in acknowledgment letters from reviewers by the fourth Final Plat review cycle, the application shall be denied, after which the applicant shall be entitled to the remedies as specified in ~~10-9a-604.220-806~~ incorporated herein.

#### **12-7-090: PLAT AMENDMENTS:**

Process: Applications for an amendment to a Subdivision Plat under Part B of this Section shall be considered as outlined by Utah State Code Sections ~~10-9a-60820-8~~ and ~~10-9a-609~~, and are subject to the following land use authority designations:

A. Administrative Review: The zoning administrator shall act as the Land Use Authority for applications seeking only to consolidate lots or adjust common lot boundaries.

B. Planning Commission Review: The Planning Commission shall act as the Land Use Authority for applications that include the creation of a new lot, if the lot meets current standards identified in the ordinance or a previously approved agreement, but in which no change is proposed to a common area, existing easement, or right-of-way, whether public or private.

C. Council Review: The City Council shall act as the Land Use Authority for applications that include any proposed modifications to a common area, existing easement, or right-of-way, whether public or private. The City Council shall also review applications that involve the creation of lots with standards which vary from prior agreements or current land use regulations.

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Rock Haven Preliminary (PUD) Planned Unit Development

PRESENTED BY: Shannon Hansell, Planner

MEETING DATE: December 9, 2025

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Shannon Hansell - Planner  
**Date:** December 9, 2025  
**Subject:** Rock Haven Preliminary Planned Unit Development (PUD) (25-14)

**RECOMMENDED MOTION**

Move that the City Council approve the schematic subdivision plan and preliminary PUD master plan for the Rock Haven PUD, subject to all applicable Farmington City development standards and ordinances, and the following conditions:

1. The applicant may not build two-family dwellings (duplexes) on the newly created lots. The lots are restricted to single-family dwellings per the purpose of the PUD and that no density bonus was approved as part of this proposal.
2. The applicant obtains an encroachment permit must be obtained from UDOT prior to any construction being done in the right-of-way. The previous permit expired on August 5, 2025.
3. An access easement is recorded over the private drive (completed)
4. A shared maintenance agreement is recorded and distributed to lot owners for the maintenance of the private drive.

**Findings:**

1. The density of the project remains the same as that of a conventional subdivision. A conventional subdivision, with all other standards met, would be allowed under this zone.
2. The project does not increase access points onto 200 East.

**BACKGROUND**

This proposed subdivision is located in the R-2-F zone, the R-2 is the least dense multi-family residential zone for mainly duplex type development. The lot area in the zone is 10,000 sf for each single-family or two-family dwelling, with a maximum of two dwelling units per lot. The two parcels combined are 1.04 acres, which is about 45,302 sf. Under the zoning, this would mean that the property could yield up to 3 lots, which could each house a duplex (not including standard road access with a cul-de-sac or hammerhead turnaround). The applicant is proposing a 6-lot planned unit development, where each lot would be a single-family dwelling. The PUD is being requested to create a private drive that does not meet the City's development standards and to create smaller lot sizes and setbacks for the sake of a single-family lot layout, as well as allowing access across more than one lot to another. There is no bonus density for this project. The yield plan showed three buildable lots under the conventional lot size of 10,000 sf, on which could be built duplexes, up to six dwelling units. In this scenario, the density remains the same – six dwelling units - but the lot sizes require flexibility.

Respectfully submitted,

*Shannon Hansell*

Shannon Hansell  
Planner

Review and concur,



Brigham Mellor  
City Manager

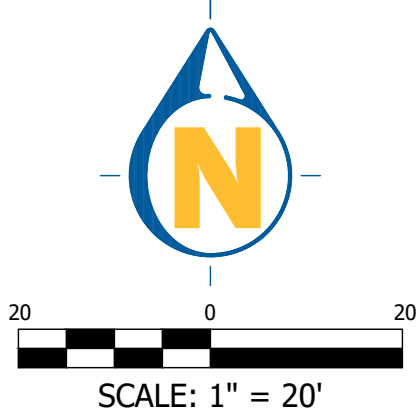
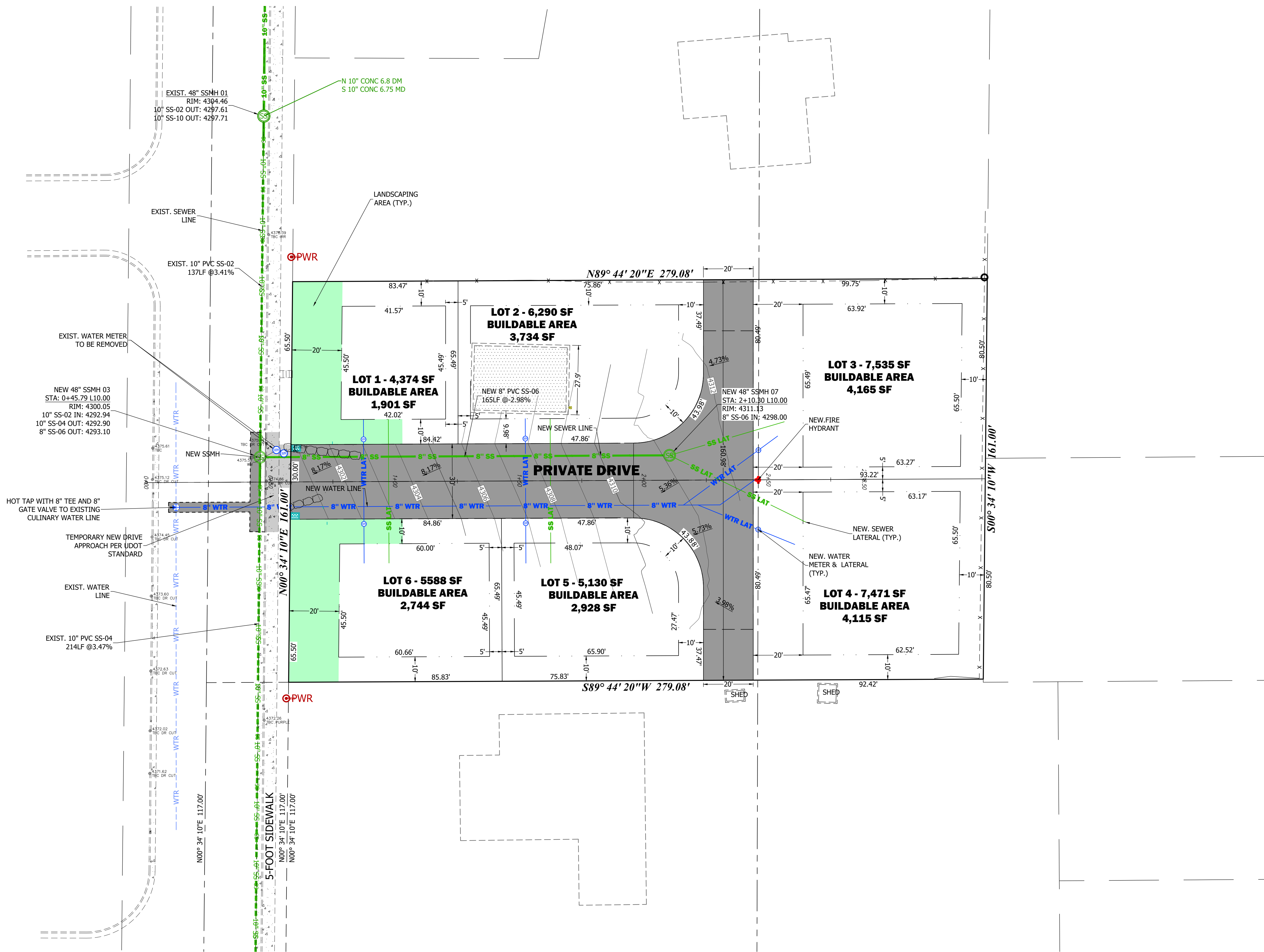
**Supplemental Information**

1. Vicinity Map
2. Preliminary PUD Master Plan, including schematic subdivision plan
3. Yield plan showing conventional lot layout









**DENSITY**

NUMBER OF HOMES = 6  
TOTAL ACRES 1.031  
DENSITY = 5.82 DWELLINGS PER ACRE

**AREA TABULATION**

TOTAL ACRES = 44,910 SF  
OPEN SPACE AREA = 4,493 SF  
PRIVATE DRIVE AREA = 7,551 SF

**NOTES**

1. TEMPORARY DRIVE TO BE REMOVED UPON ACCESS OBTAINED EITHER FROM THE NORTH OR SOUTH OF THIS PROPERTY.
2. ALL LOT OWNERS OF THIS DEVELOPMENT WILL BE RESPONSIBLE TO REMOVAL AND REPLACEMENT OF TEMPORARY DRIVEWAY IN FUTURE
3. 18" SETBACK TO GEAGE

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**DEVELOPER**

**CHARLIE RAWLINS**  
Contact: Charlie Rawlins  
12 West Lund Lane  
Farmington, UT 84025  
Phone: 801-815-0187  
crawlins13@gmail.com

**RAWLINS PUD SUBDIVISION**

395 SOUTH 200 EAST  
PARCEL #07-035-0033  
LOCATED IN THE SOUTH 1/2 OF SECTION 19, T. 3 N., R. 1 E.,  
S.L.B.&M.  
FARMINGTON CITY, DAVIS COUNTY, UTAH

**REVISIONS**

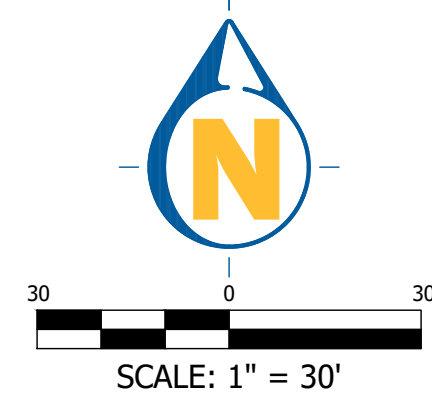
DRAWN: xx	2025-11-12
APPROVED: STA	2025-11-12
PROJECT #:	1209007
PRELIMINARY-1209007.dwg	

**C400**  
SITE PLAN

1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
[www.Entellus.com](http://www.Entellus.com)

**Entellus**





Contact: Paula VanEngen  
170 West 400 South  
Bountiful, UT 84010  
Phone: 801-

THE PURPOSE OF THIS SURVEY WAS TO RETRACE THE BOUNDARY LINES AND TO MARK THE CORNERS FOR A FUTURE PROPOSED SUBDIVISION. THE BASIS OF BEARING WAS SET BETWEEN THE SECTION LINE MONUMENTS, AS SHOWN. ALMOST ALL OF THE DEEDS IN THIS AREA TIE TO THE SOUTH QUARTER CORNER OF SECTION 19. ITS LOCATION WAS DETERMINED BASED ON THE DAVIS COUNTY SURVEYOR'S WITNESS MONUMENTS IN THE HIGHWAY (200 EAST STREET) AND IN WOODLAND DRIVE (500 SOUTH STREET). THE WITNESS CORNER NEAR THE CENTER OF THE HIGHWAY APPEARS TO REPRESENT THE CENTERLINE OF THE HIGHWAY. WE CALCULATED THE REMAINING SECTION LINES USING THE DAVIS COUNTY SURVEYOR'S BASIS (D.C.S.).

PART OF THIS RETRACEMENT WAS DETERMINING THE LOCATION OF THE OAK LANE #1 SUBDIVISION (ENTRY #253042, DAVIS COUNTY RECORDER [D.C.R.]) AND OF THE NEULMANN SUBDIVISION (ENTRY #504139, D.C.R.) IMMEDIATELY SOUTH OF IT. BOTH OF THESE SUBDIVISION TIE TO THE SOUTH QUARTER CORNER OF SECTION 19, SEVERAL SURROUNDING PARCELS CALL TO THESE PLATS OR TO ELEMENTS REPRESENTED WITHIN THEM. THE OAK LANE #1 PLAT SHOWS A BASIS OF BEARINGS ALONG THE QUARTER SECTION LINE TO THE EAST. WE ROTATED BOTH SUBDIVISIONS TO THE D.C.S. BEARING ALONG SAID QUARTER SECTION LINE. IMPROVEMENTS IN THE SUBDIVISIONS FIT VERY WELL USING THIS SOLUTION.

THE SUBDIVISION PLATS WERE ALSO ESSENTIAL TO DETERMINING THE LOCATION OF THE ROAD RIGHTS-OF-WAY. THE OAK LANE #1 SUBDIVISION SHOWS A BEARING FOR THE HIGHWAY TO THE WEST. THE NEUMANN SUBDIVISION SHOWS THE BEARING ALONG WOODLAND DRIVE, AND WE FOUND A STREET MONUMENT AT THE INTERSECTION OF 275 EAST STREET AND WOODLAND DRIVE THAT MATCH A CALCULATED POSITION OF THE INTERSECTION BASED ON THE NEUMANN PLAT. A 1998 SURVEY BY CRS (SURVEY #2863) RETRACES THESE ROADS USING THE ROTATED BEARING ALONG WOODLAND DRIVE (500 SOUTH STREET) AND THE BEARING FROM THE ROTATED BEARING FROM THE OAK LANE PLAT BY ONE MINUTE (00°01'00"). WE DECIDED TO USE THE ROTATED BEARING FROM OAK LANE, SETTING THE CENTER LINE OF THE HIGHWAY AT THE WITNESS CORNER, AS MENTIONED ABOVE. USING THIS SOLUTION, THE EAST LINE OF THE SURVEYED PARCEL IS BOUNDED BY THE SUBDIVISION, AND THE WEST LINE OF THE PARCEL IS BOUNDED BY THE HIGHWAY RIGHT-OF-WAY.

THE SOUTH LINE OF THE PARCEL WAS DETERMINED USING OLD FENCING AND POSTS ALONG THE HIGHWAY AND NEAR THE SOUTHWEST CORNER OF THE OAK LAKE #1 SUBDIVISION. THE BEARING BETWEEN THESE POSTS IS NEARLY PARALLEL TO THE WEST QUARTER SECTION LINE. THUS, WE SET THE SOUTH LINE USING A BEARING PARALLEL TO THE QUARTER SECTION LINE. WE ALSO FOUND AN ANCIENT FENCE POST NEAR THE NORTHEAST CORNER OF THE PARCEL THAT PROVIDES THE RECORD PARCEL FRONTAGE USING THE QUARTER SECTION LINE BEARING, SO THE NORTH LINE WAS SET PARALLEL TO THE SOUTH LINE USING THE RECORD FRONTAGE.

THERE IS ANOTHER ANCIENT FENCE ABOUT 1.0' NORTH OF THE HIGHWAY NEAR THE NORTHWEST CORNER OF THE SURVEYED PARCEL, BUT IT IS ABOUT 1.0' FOOT FARTHER NORTH FROM THE CALCULATED NORTH LINE OF THE SURVEYED PARCEL. (THE DISTANCE BETWEEN THE ANCIENT FENCE POSTS IN THE HIGHWAY IS ABOUT 162 FEET). THE HANDEDNESS OF THE SURVEYED PARCEL SUGGESTS FROM ISSUES WITH THE MATHEMATICAL CLOSURE AND DO NOT MATCH EACH OTHER MATHEMATICALLY. THE SOUTH LINE OF THE ADJACENT "HELD PARCEL" (TAX PARCEL #07-035-0032), HOWEVER, MATCHES THE SURVEYED PARCEL'S RECORD CALLS FROM THE SECTION CORNER. WE DISCOVERED THAT THE DISTANCE ALONG THE HIGHWAY BETWEEN OAK LAKE AND THE SURVEYED PARCEL IS ABOUT 2.0' LONGER THAT THE DEEDED FRONTAGE FOR THE THREE PARCELS FRONTING THE HIGHWAY. CONSIDERING THE EXCESS DISTANCE ALONG THE HIGHWAY AND THE MATHEMATICAL DISCREPANCY BETWEEN THE SURVEYED PARCEL AND THE ADJACENT ADJOINER, WE FIND THIS SOLUTION TO BEST REPRESENT BOTH PARCELS' COMMON LINE. CORNERS OF THE PARCEL WERE SET OR MONUMENTED, AS SHOWN.

BEGINNING 188.76 FEET WEST AND 115.5FEET NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 280.50 FEET, THENCE NORTH 161.0 FEET, THENCE WEST 280.50 FEET, THENCE SOUTH 161.00 FEET TO THE POINT OF BEGINNING.

SURVEYED PARCEL CONTAINS 1.031 ACRES

PROPERTY LINE \_\_\_\_\_

ADJACENT PROPERTY \_\_\_\_\_

ROAD CENTERLINE \_\_\_\_\_


SECTION LINE \_\_\_\_\_

TIE TO MONUMENT \_\_\_\_\_

EDGE OF PAVEMENT \_\_\_\_\_

CURB, GUTTER, SIDEWALK \_\_\_\_\_

CHAIN LINK FENCE LINE \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

ROCK WALL 

RECORD CALLS ( )

SET 5/8" REBAR WITH  
"ENTELLUS" CAP, AT CORNER  
(UNLESS OTHERWISE NOTED)

FOUND PROPERTY MARKER  
(AS NOTED)

**CHARLIE RAWLINS**  
Contact: Charlie Rawlins

Contact: Charlie Rawlins  
12 West Lund Lane  
Farmington, UT 84025  
Phone: 801-815-0187  
crawlins13@gmail.com

395 SOUTH 200 EAST  
PARCEL #07-035-0033  
LOCATED IN THE SOUTH 1/2 OF SECTION 19, T. 3 N., R. 1 E.,  
S.L.B.&M.

## COVER &amp; INDEX

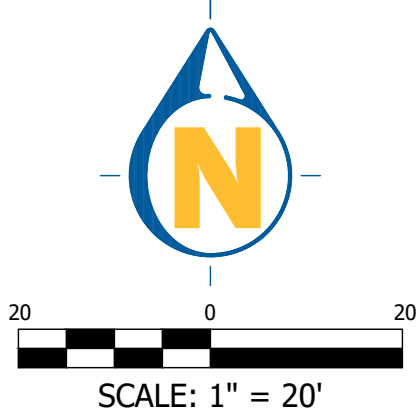
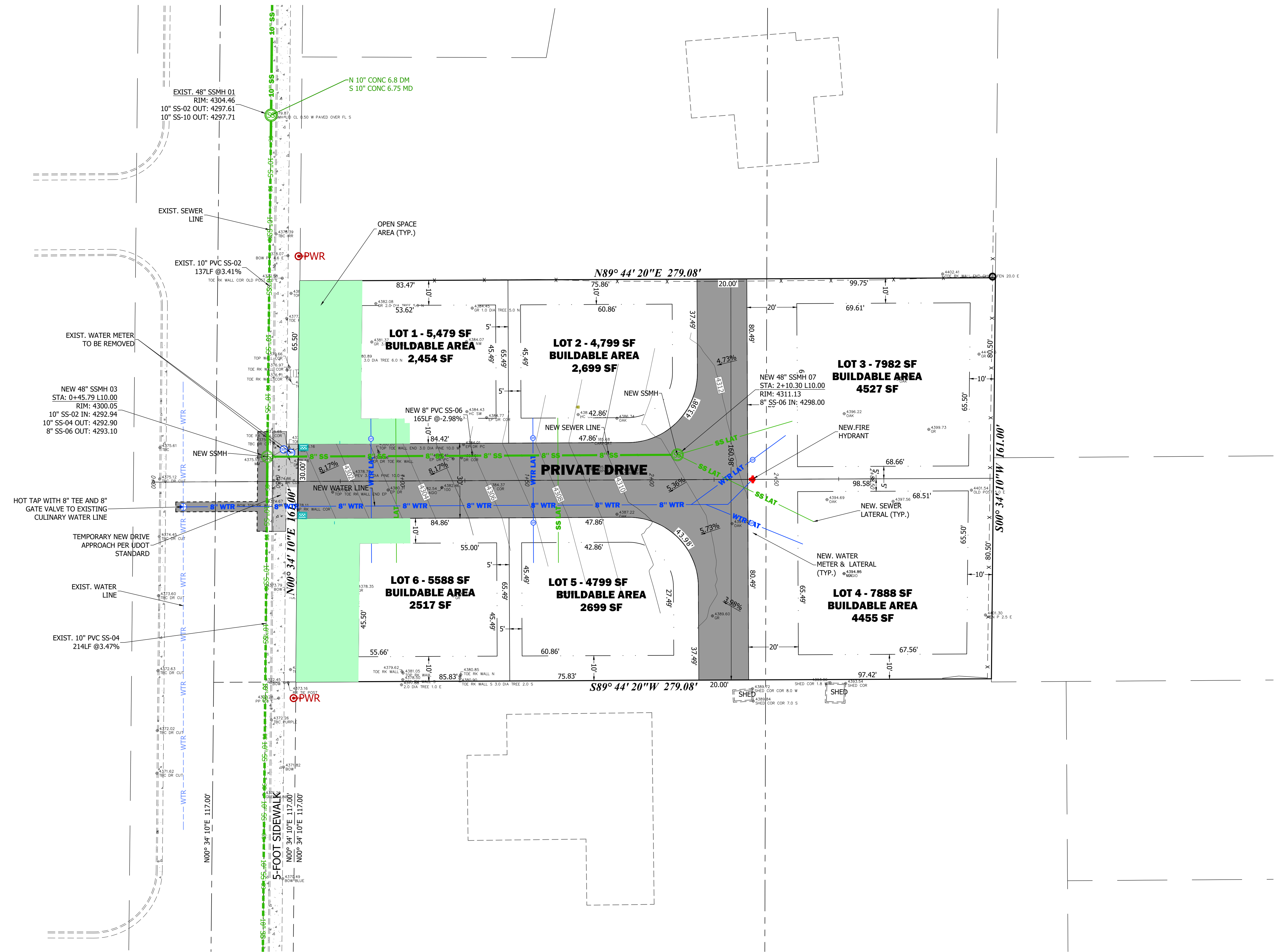
## **REVISIONS**

DRAWN: xx	2025-08-28
APPROVED: STA	2025-08-28
PROJECT #:	1209007
PRELIMINARY-1209007.dwg	

# C200

EXISTING CONDITIONS





**DENSITY**

NUMBER OF HOMES = 6  
TOTAL ACRES 1.031  
DENSITY = 5.82 DWELLINGS PER ACRE

**AREA TABULATION**

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PRIVATE DRIVE AREA = 7,551 SF

**NOTES**

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3. 18" SETBACK TO GEAGE

**REVISIONS**

DRAWN: xx 2025-08-28  
APPROVED: STA 2025-08-28  
PROJECT #: 1209007  
PRELIMINARY-1209007.dwg

**C400**  
SITE PLAN

**RAWLINS PUD SUBDIVISION**

395 SOUTH 200 EAST  
PARCEL #07-035-0033  
LOCATED IN THE SOUTH 1/2 OF SECTION 19, T. 3 N., R. 1 E.,  
S.L.B.&M.  
FARMINGTON CITY, DAVIS COUNTY, UTAH

**DEVELOPER**

**CHARLIE RAWLINS**  
Contact: Charlie Rawlins  
12 West Lund Lane  
Farmington, UT 84025  
Phone: 801-815-0187  
crawlins13@gmail.com

1470 South 600 West  
Woods Cross, UT 84010  
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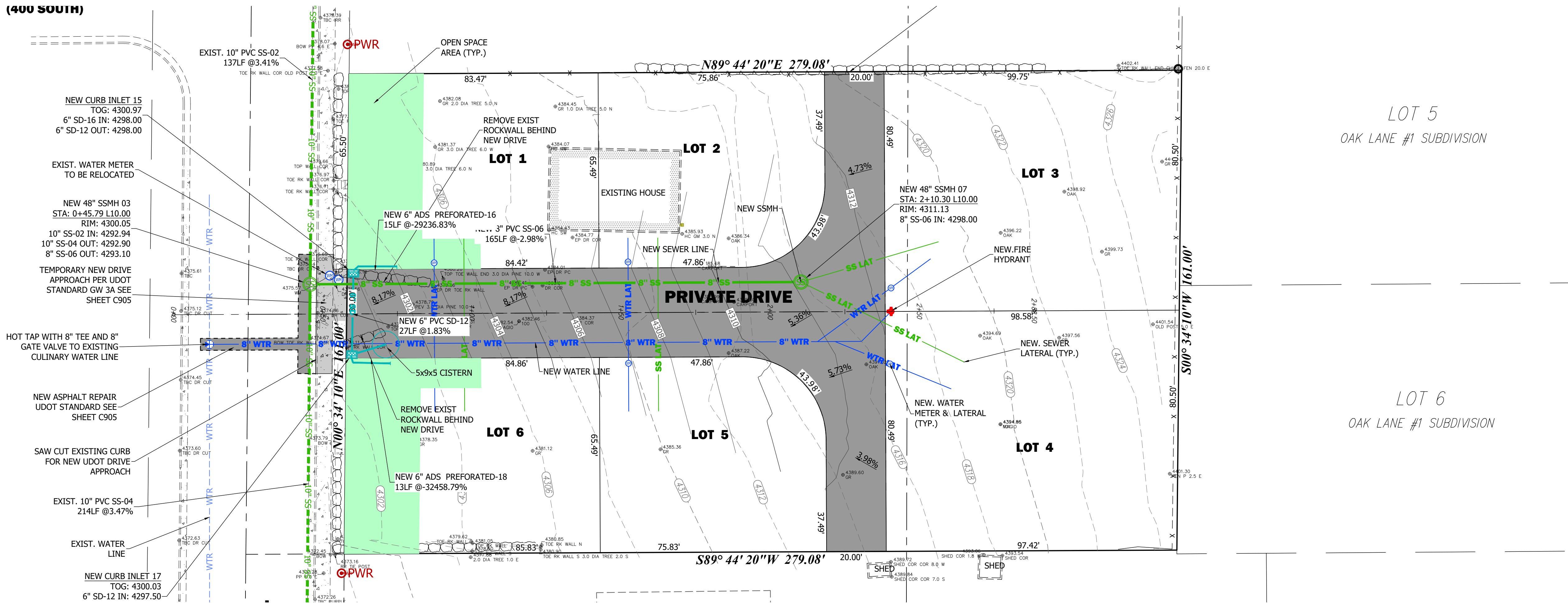




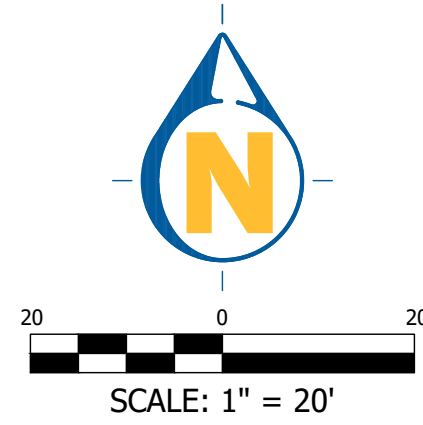
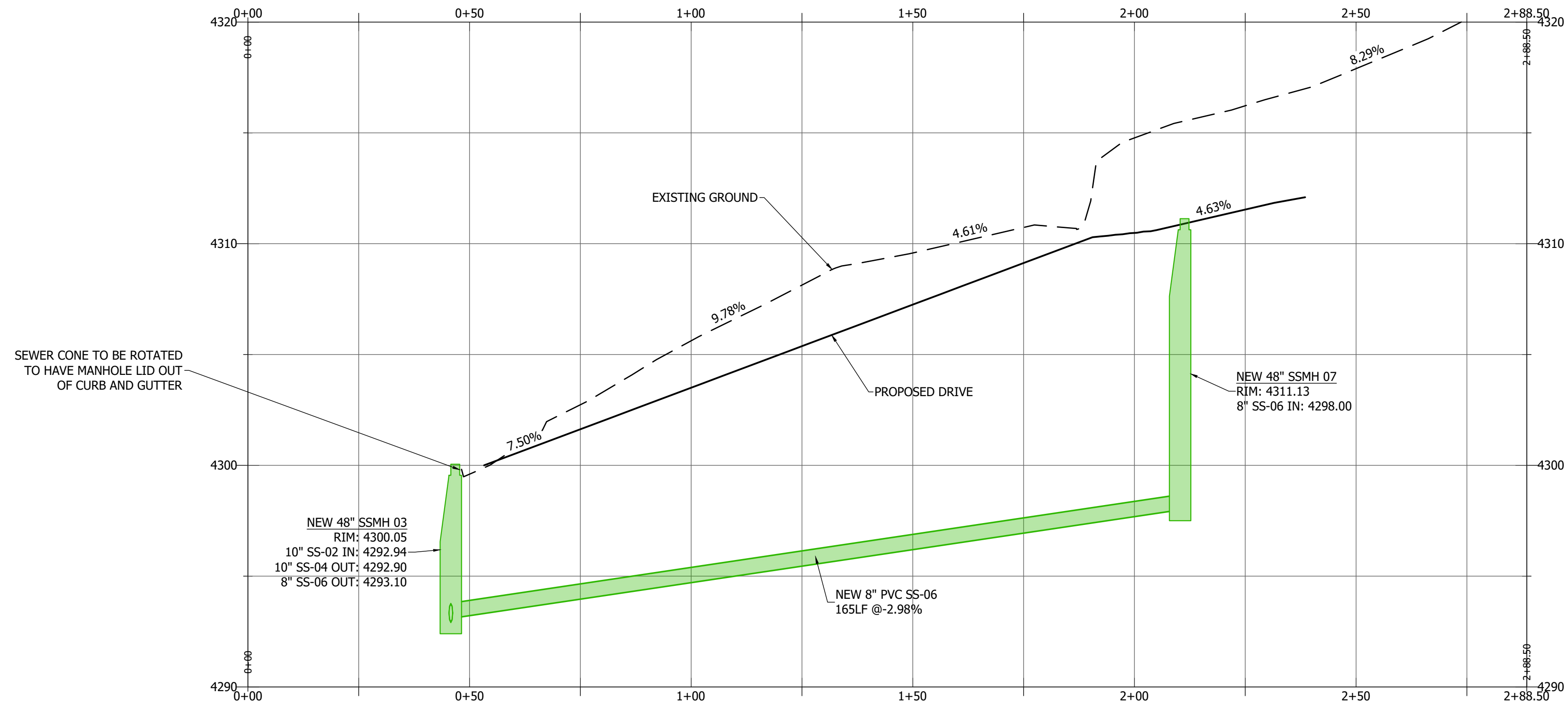


H:\1200\1209007\1209007.D - PRODUCTION\Civil\04\_Plan Set\PRELIMINARY-1209007.dwg 2025-08-28 4:01:39 PM JOSEPH HUSSEIN

(400 SOUTH)



## DRIVE - STA: 0+00 TO 2+88.50



1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
www.Entellus.com

**Entellus**

### DEVELOPER

**CHARLIE RAWLINS**  
Contact: Charlie Rawlins  
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Phone: 801-815-0187  
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### RAWLINS PUD SUBDIVISION

395 SOUTH 200 EAST  
PARCEL #07-035-0033  
LOCATED IN THE SOUTH 1/2 OF SECTION 19, T. 3 N., R. 1 E.,  
S.L.B.&M.  
FARMINGTON CITY, DAVIS COUNTY, UTAH

COVER & INDEX

### REVISIONS

DRAWN: xx 2025-08-28  
APPROVED: STA 2025-08-28  
PROJECT #: 1794009  
PRELIMINARY-1209007.dwg

**C700**  
PLAN AND PROFILE

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4 Continuous  
fact - barn

View

ASPHALT  
WITH  
ROLLED CURB

NEW FIRE  
HYDRANT  
14  
Monument

NEW. SEWER  
LATERAL (TYP.)

NEW. WATER  
METER & LATERAL  
(TYP.)

**LOT 5 - 4799 SF**  
**BUILDABLE AREA**  
**2699 SF**

**LOT 4 - 7888 SF**  
**BUILDABLE AREA**  
**4485 SF**

Front Section

rock retaining wall

3' Berrn

rock wall

## Turnaround relief (2)

4' Continuous rock berm

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Schematic Subdivision, Preliminary Plat and Special Exception for Access Across another lot for the Red Barn Lane

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: December 9, 2025

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council

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

**Date:** December 9, 2025

**Subject:** Schematic Subdivision, Preliminary Plat and Special Exception for Access Across another lot for the Red Barn Lane (25-28)

**RECOMMENDED MOTION**

Move that the Planning Commission recommend approval of the schematic subdivision and preliminary plat for Red Barn Lane and approve of the special exception for access across another lot to Lot 1, subject to all applicable Farmington City development standards and the following condition.

- Access or drainage easements required for serving Lot 1 be recorded against the Arbinger property and referenced on this plat prior to recording.
- The easement language along the freeway for a 20' trail be updated to include language for transit.

**Findings**

1. The subdivision plat meets Farmington City Standards.
2. No additional public improvements are required.
3. The plat has been reviewed by the Development Review Committee and found to be serviceable.
4. The proposed lot split is consistent with the applicable zoning, development agreement, regulating plan, and station area plan.

**BACKGROUND**

The Red Barn facility which has operated on the subject property for a number of years has moved from this location creating opportunity for change and additional development on site.

The property is subject to the Park Lane Commons Development Agreement which limits the use to the treatment facility or other non-residential uses found therein. In preparation of additional development, the property owner is requesting approval to subdivide in order to sale property to interested parties.

As proposed, Lot 1 has frontage along the I-15 right of way, but will be access through the Arbinger building lot, while Lot 2 is the existing Red Barn facility and will maintain its existing access from Red Barn Lane. Essentially the subdivision creates Lot 1 for development under separate ownership.

The OMU zoning district does not include minimum lot size or frontage requirements and the subdivision is consistent with applicable requirements. The City's ordinance requires that any commercial subdivision be approved by the City Council following a recommendation from the Planning Commission.

The Planning Commission may approve the special exception for access across another lot as there are covenants and easements in place to account for such already.

Respectfully submitted,



Lyle Gibson  
Community Development Director

Review and concur,



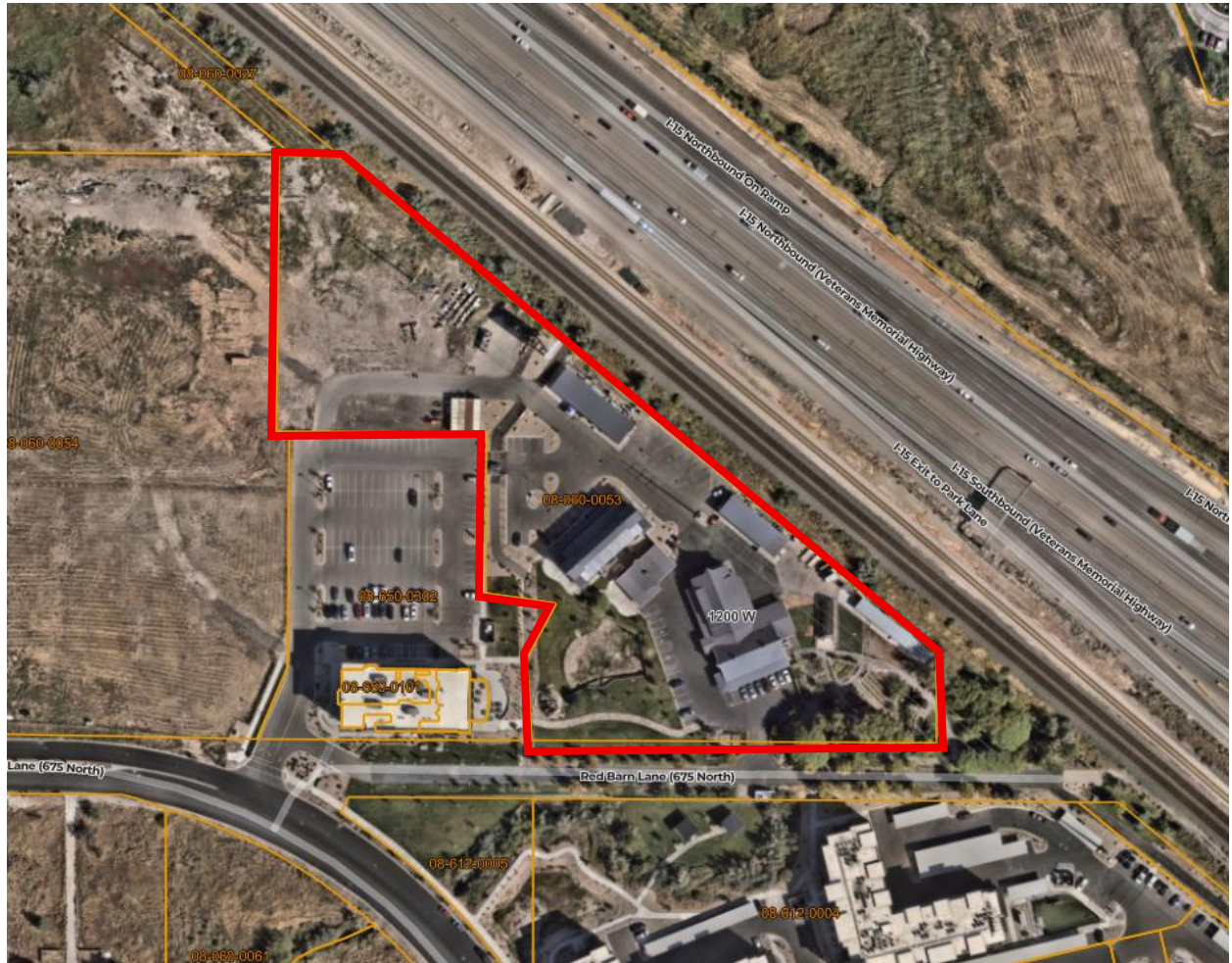
Brigham Mellor  
City Manager

**Supplemental Information**

1. Vicinity map
2. Red Barn Lane Subdivision Plat



**Vicinity Map:**

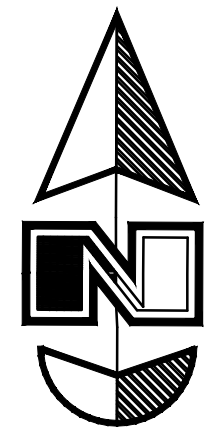


**1200 West Red Barn Lane**

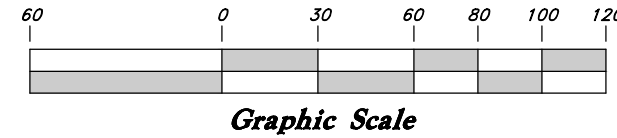


**Red Barn Lane Subdivision**  
A part of the Southeast Quarter of Section 14, T3N, R1W, S.L.B&M,  
U.S. Survey Farmington City, Davis County, Utah  
December 2025

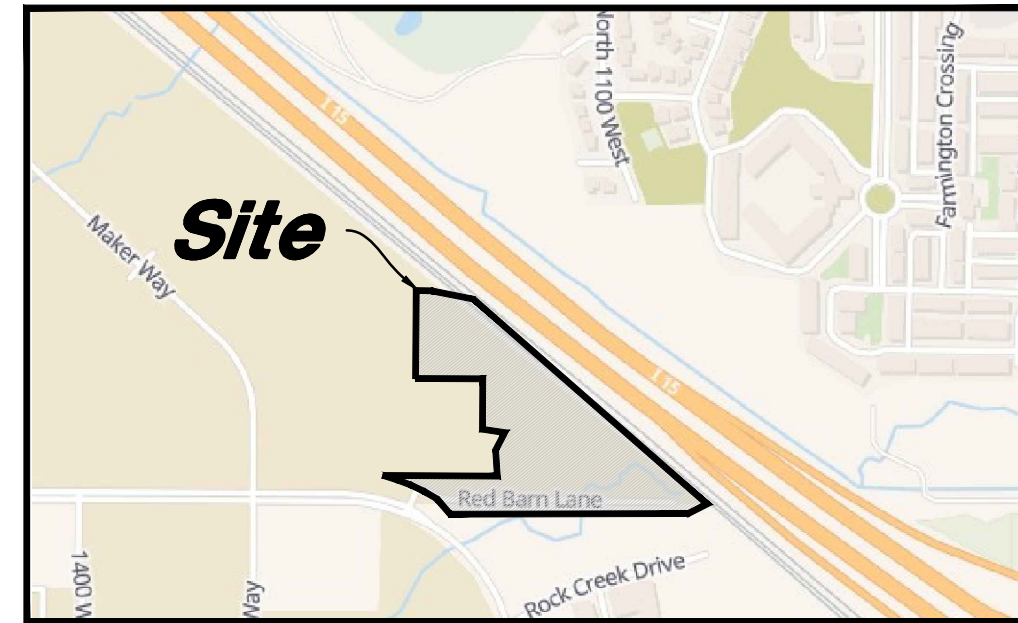
East Quarter Corner of Section 14,  
T3N, R1W, SLB&M, U.S. Survey  
(Found Brass Cap Monument)



Scale: 1" = 60'



Graphic Scale



VICINITY MAP  
(Not to Scale)

**SURVEYOR'S CERTIFICATE**

I, Ken B. Hawkes, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold License No. 8707113 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that this plat of Red Barn Subdivision, in Farmington City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-504. Monuments have been set as depicted on this Drawing.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

8707113  
License No.

Ken B. Hawkes

**OVERALL BOUNDARY DESCRIPTION**

A part of Lot 1 & Lot 20, Block 34 of Big Creek Plat, Farmington Townsite Survey being in the Southeast Quarter of Section 14, Township 3 North, Range 1, West, Salt Lake Base and Meridian:  
Beginning at a point 468.65 feet South 0°00'21" East along the Section Line and 822.72 feet North 89°56'57" West from the East Quarter corner of said Section 14; and running thence South 89°40'36" East 55.76 feet to the Westerly line of the railroad right-of-way; thence along said Westerly line the following two (2) courses: (1) South 53°34'12" East 140.68 feet; and (2) South 50°36'18" East 760.62 feet the Red Barn Lane (675 North Street) Right-of-way; thence along said Right-of-way the following two (2) courses: (1) South 0°00'26" West 104.94 feet; and (2) North 89°41'17" West 464.26 feet to the Southeast corner of Arbinger, a Utah Condominium Project (Entry No. 3340631); thence along the East and North boundary of said Arbinger the following five (5) courses: (1) North 3°36'58" West 93.34 feet; (2) North 27°17'02" East 70.93 feet; (3) North 81°14'35" West 81.46 feet; (4) North 0°18'43" East 182.03 feet; and (5) North 89°41'17" West 241.38 feet; thence North 0°19'24" East 317.08 feet to the point of beginning

Contains 218,001 sq. ft.  
Or 5.005 acres

**OWNERS DEDICATION**

We, the undersigned owners of the hereon described tract of land hereby set apart and subdivide the same into Lots, and easements as shown on this plat the name of said plat being

**RED BARN LANE SUBDIVISION**

and hereby grant and convey to any and all public utility companies a perpetual non-exclusive easement over the public utility easements shown on this plat, the same to be for installation, maintenance and operation of utility lines and facilities including easements for City Water, County Flood Control and access.

In witness whereby \_\_\_\_\_ have hereunto set \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_.

PARK LANE COMMONS DEVELOPMENT, LLC a Utah limited liability company

RICHARD A. HAWS, Manager

HBME

JESSE MALMROSE, Owner

**ACKNOWLEDGMENT**

State of Utah } ss  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Residing At: \_\_\_\_\_ A Notary Public commissioned in Utah

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Print Name

**ACKNOWLEDGMENT**

State of Utah } ss  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Residing At: \_\_\_\_\_ A Notary Public commissioned in Utah

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Print Name

**LEGEND**

(Note: Not all items may appear on plat)



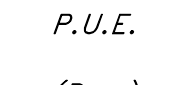
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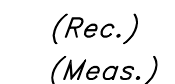
Street Monument



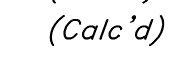
Set 5/8"x 24" Long Rebar & Cap w/ Lathe



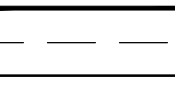
P.U.E. Public Utility Easement



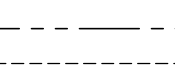
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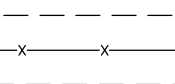
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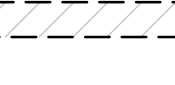
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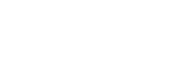
Boundary Line



Exist. Adjoining Parcel Line



Lot Line



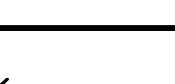
Centerline Road



Exist. Survey Monument Line



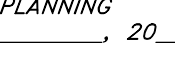
Exist. Easement



Proposed Easement



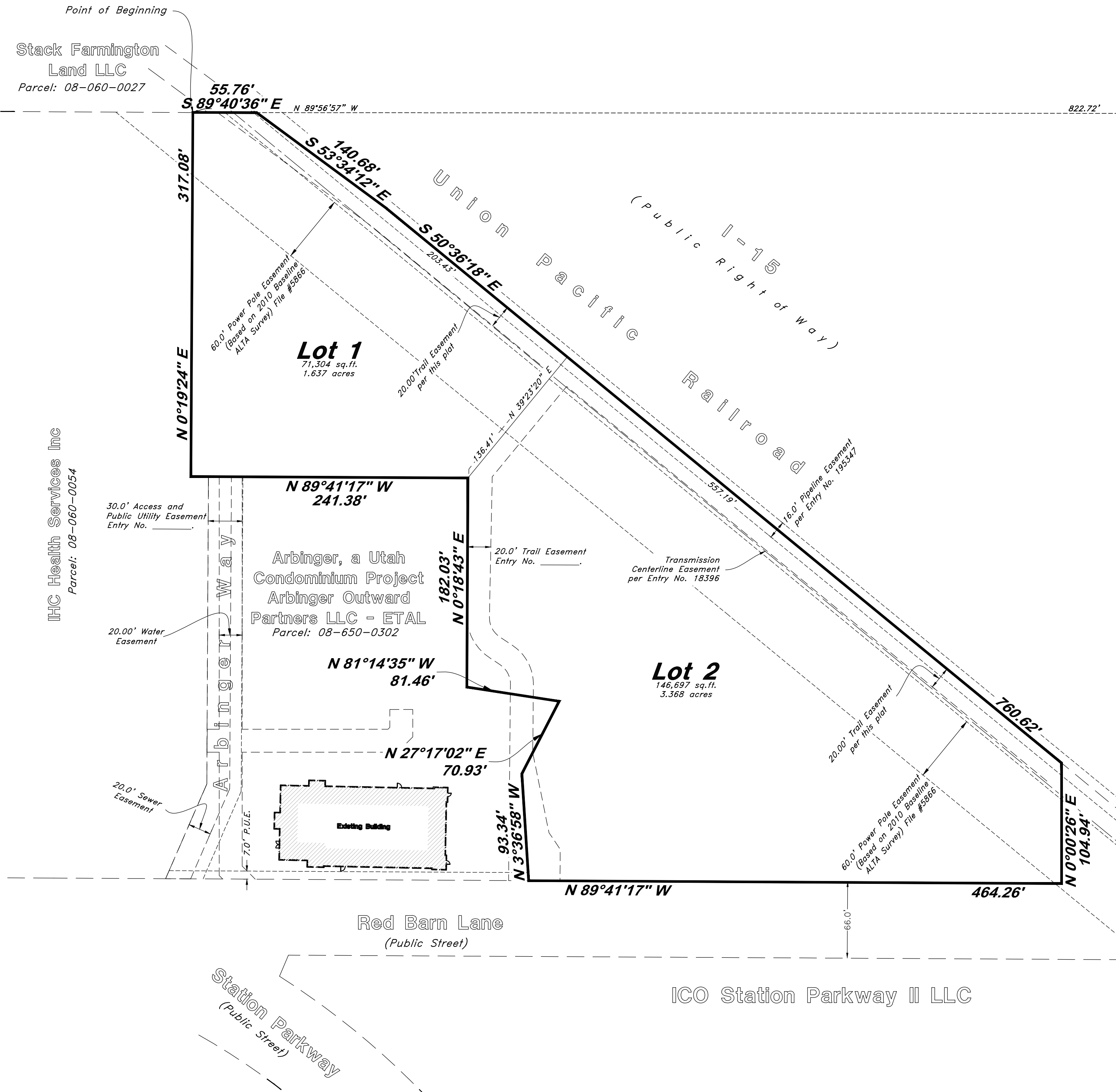
Exist. Fence Line



Exist. Fence Line

Southeast Corner of Section 14,  
T3N, R1W, SLB&M, U.S. Survey  
(Found Brass Cap Monument)

N 0°00'26" E  
(Basis of Bearing)



**WEBER BASIN WATER CONSERVANCY DISTRICT**

Approved by the WEBER BASIN WATER CONSERVANCY DISTRICT this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature

**FARMINGTON CITY ATTORNEY**

Approved by the FARMINGTON CITY ATTORNEY this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature

**FARMINGTON CITY ENGINEER**

I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein and find them to be correct and agree with the lines and monuments on record in this office.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature

**FARMINGTON CITY PLANNING COMMISSION**

Approved by the FARMINGTON CITY PLANNING COMMISSION this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature

**FARMINGTON CITY COUNCIL**

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of FARMINGTON CITY, UTAH this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest: City Recorder

Mayor

**CENTRAL DAVIS SEWER DISTRICT**

Approved by the CENTRAL DAVIS SEWER DISTRICT this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
RECORDED ON \_\_\_\_\_ AT \_\_\_\_\_  
IN BOOK \_\_\_\_\_ OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_, RECORDED  
FOR \_\_\_\_\_

DAVIS COUNTY RECORDER

BY: \_\_\_\_\_ DEPUTY

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Update to Planning Commission Bylaws

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: December 9, 2025

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Lyle Gibson – Community Development Director  
**Date:** December 9, 2025  
**Subject:** Update to Planning Commission Bylaws

**RECOMMENDED MOTION**

Move that the City Council approve the enclosed resolution updating the Farmington Planning Commission Policies and Procedures.

**Findings:**

1. The proposed changes reduce the risk of conflict between the city's ordinances and the procedures adopted by the planning commission as changes happen over time.

**BACKGROUND**

In consideration of a recent zone text amendment, it was noted that a change in process would require an update both in the zoning ordinance and the Planning Commission bylaws. While updating the bylaws in consideration of the specific update (related to the Special Exception process), staff felt it would be beneficial to do a more thorough update to remove specific details about process within the bylaws and instead simply reference the actual code which already indicates the appropriate procedure.

The Planning Commission has reviewed the proposal and recommended the motion included with this report.

Respectfully submitted,



Lyle Gibson  
Community Development Director

Review and concur,



Brigham Mellor  
City Manager

**Supplemental Information**

1. Resolution and proposed bylaws.



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

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

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

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

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

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 9<sup>TH</sup> DAY OF DECEMBER 2025.**

**ATTEST:**

**FARMINGTON CITY**

\_\_\_\_\_  
DeAnn Carlile  
Secretary

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

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

Approved and Adopted: 11/15/90

Amended: 12/10/92, 02/09/94, 12/15/97 (Res. 97-61), 3/15/22, 5/20/25, 12/9/25

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

### **I. PURPOSE**

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

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

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

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

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

### **III. NOTICE**

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

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

1. **Meetings** – The Planning Commission shall give public notice at least once each year of its schedule for all regular meetings scheduled for that year specifying the date, time, and place of such meetings. In addition to public notice of the Planning Commission’s annual meeting schedule, the Planning Commission shall give not less than 24 hours’ public notice of the agenda, date, time, and place of each of its public meetings. Public notice shall be provided by:

- a. Posting written notice:

- i. at the Farmington City Offices, 160 South Main Street; and
- ii. on the City’s website; and
- iii. on the Utah Public Notice Website (www.pmn.utah.gov); and

~~b. Providing notice to:~~

- ~~i. at least one newspaper of general circulation within the City; or~~
- ~~ii. a local media correspondent.~~

- ~~e.b.~~ In addition to the required notice above, reasonable effort shall be made to provide notice via relevant social media platforms such as (e.g. Facebook, Instagram).

2. **Special Emergency Meetings** – When, because of unforeseen circumstances, it is necessary for the Planning Commission to hold an emergency meeting to consider matters of an urgent nature, the notice requirements as listed above may be disregarded and the best notice practicable given. No such emergency meeting of the Planning Commission shall be held unless an attempt has been made to notify all of its members and a majority votes in the affirmative to hold the meeting. (Utah Code Ann. 52-4)

3. ~~Subdivision Approvals~~ Legislative Consideration (Recommendations to the City Council) –

Example Items: Planned Unit Developments and Zoning Map Amendments

- ~~a.~~ Applications for items which are legislative in nature and require a recommendation from the Planning Commission to the City Council ~~subdivision approval~~ shall be noticed prior to the meeting in the following manner:

- ~~i.~~ Applications shall be identified by name on the Planning Commission agenda;

ii. Zoning Map Amendments/Planned Unit Developments

The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by mail, of ~~the meeting at which the preliminary plat will be considered~~ any meeting where a public hearing is



required by state law or local ordinance. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission;

**iii. Ordinance Amendments**

The City Planner shall cause that notice be posted in accordance with applicable state law and local ordinances.

**iv. General Plan Amendments**

The Planning Commission shall prepare and/or review all proposed amendments to the City General Plan and shall hold a public hearing on such proposed amendments. After the public hearing, the Planning Commission shall make any changes to the proposed amended Plan and forward its recommendations regarding the same to the City Council for its consideration. Notice of the public hearing before the Planning Commission on the proposed amended General Plan amendments shall be provided in accordance with City Ordinances and State Law regarding the same.

**b. The Other meetings** at which ~~the final a legislative matter~~ plat will be considered need not be noticed by individual mailing, but shall be identified by name on the agenda;

**i. More than one public hearing for the same item may be required when determined to be appropriate by majority vote of the Commission.**

**ii. Significant alteration of an application may also merit an additional hearing(s) as determined by the City Planner, and with the concurrence of the Chair or by majority vote of the Commission:**

**d.c.** The City Planner shall send a letter or email to the applicant within a reasonable time after the final ~~decision~~ recommendation of the Planning Commission indicating the action taken on the application.

**4. Conditional Administrative Consideration Use Applications —**

**a.** Applications which are considered administrative in nature including ~~for~~ Conditional Use approval, Subdivisions, and Special Exceptions, shall be noticed prior to the meeting in the following manner when city code requires that a public hearing is applicable:

**i.** Applications shall be identified by name on the Planning Commission agenda;

~~ii.~~ The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by mail, of the meeting at which the application will be considered. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission;

~~e.b.~~ The City Planner shall send a letter or email to the applicant within a reasonable time after the final decision of the Planning Commission indicating the action taken on the application.

~~d.c.~~ The notice procedure for a new Conditional Use application shall also be followed if it becomes necessary to commence proceedings to revoke a Conditional Use Permit.

~~**Zoning Map and Ordinance Amendments**—The Planning Commission shall review all proposed amendments to the City Zoning Map and/or Zoning Ordinance and shall prepare written recommendations regarding the proposed amendments and forward the same to the City Council for its consideration. Notice of proposed Zoning Map or Zoning Ordinance amendments shall be provided as follows:~~

~~—Proposed amendments to the Zoning Map and/or Zoning Ordinance shall be identified by name on the Planning Commission agenda.~~

~~—The City Planner shall notify all property owners within 300 feet from the boundaries of any affected property, proposed to be rezoned, by mail, of the meeting at which the proposed rezone will be considered. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties of the proposed rezone. The mailing area may also be extended by a majority vote of the Commission.~~

~~e.d.~~ The City Planner shall send a letter or email to the applicant of any proposed Zoning Map or Zoning Ordinance amendment within a reasonable time after the final decision of the Planning Commission indicating the action taken on the application.

~~**6.5. General Plan Amendments**—The Planning Commission shall prepare and/or review all proposed amendments to the City General Plan and shall hold a public hearing on such proposed amendments. After the public hearing, the Planning Commission shall make any changes to the proposed amended Plan and forward its recommendations regarding~~

~~the same to the City Council for its consideration. Notice of the public hearing before the Planning Commission on the proposed amended General Plan amendments shall be provided in accordance with City Ordinances and State Law regarding the same.~~

~~7.6. **Planned Unit Development / Condominium**—A Planned Unit Development or Condominium application shall be noticed in the same way as a Conditional Use.~~

~~8.7. **Annexation Applications**—Annexation hearings shall be identified by name on the Planning Commission agenda. In addition to the notice given on the agenda, notice of the date, time, place, and subject of the hearing shall be published at least one week prior to the hearing on the City's website and the Utah Public Meeting Notice website.~~

## 8. **Street Name Change, Other**

~~-a. **Street Dedication, or Major Street Plan Amendment** – Notice shall be provided in the following manner:~~

~~-i. An application for a street name change, Major Street Plan change, or street dedication shall be identified by name on the Planning Commission agenda.~~

~~-ii. The City Planner shall notify all affected utilities of the date of the hearing and the proposed change;~~

~~-iii. The City Planner shall mail notice to all owners-of-record of land abutting the street on which the change or dedication is proposed and may also publish such notice on the City's webpage and the Utah Public Meeting Notice website within a reasonable time prior to the meeting date.~~

~~-b. **Vacation of Alleys or Streets** – No requirement exists in State Law for sending street and alley vacations to the Planning Commission for a recommendation. If the City Council determines that a recommendation from the Commission is desirable, then notice shall be given in the following manner:~~

~~-i. An application for a street or alley vacation shall be identified by name on the Planning Commission agenda;~~

~~-ii. The City Planner shall notify all affected utilities of the date of the hearing and the proposed change;~~

~~-iii. The City Planner shall mail notice to all owners-of-record of land abutting the street on which the change is proposed and may also publish such notice on the City's webpage and the Utah Public Meeting Notice website~~

within a reasonable time prior to the meeting date.

- ~~iv.~~ At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission.

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

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

#### **V. MEETINGS**

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

personal to each such individual and may not be ceded, aggregated or shared with any other individual.

5. **Order of Business** – Applications submitted to the Planning Commission shall appear on the agenda in such order as City staff may deem appropriate giving due consideration for the amount of time each item is anticipated to require. The following are examples of items that may appear on the Commission's agenda. This list is not exclusive:
- a. Approval of Minutes;
  - b. City Council Report
  - c. Subdivision and Planned Unit Development applications – hearings and decisions;
  - d. Master Plan and Zoning Amendment applications – hearings and decisions;
  - e. Conditional Use / Site Plan review applications – hearings and decisions.
  - f. Annexation applications;
  - g. Zoning Text Changes – hearings and decisions;
  - h. Other Business;
  - i. Adjournment.

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

6. **Presentation of Application** – Staff shall present the application. The applicant is then invited to offer written or oral comments and clarification if needed. An applicant may represent themselves in person or remotely, and is not subject to three-minute time limits imposed on members of the public. The applicant may also choose to be represented by an attorney or other authorized agent at any meeting of the Commission, and the representing party may participate in person or remotely. Written authorization shall be required for an agent.
7. **Order of Procedure** – Except as otherwise provided in these rules, the order of procedure in the hearing of each application shall be as follows:
- a. Staff makes presentation;
  - b. Applicant offers written or oral comments and clarification if needed;
  - c. Public provides comments;
  - d. Applicant given opportunity to answer comments and provide additional information;
  - e. Public hearing is closed by the Chair.

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

## VI. **VOTING**

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

## **VII. DECISIONS**

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

## **VIII. RE-HEARING**

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

## **IX. RECORDS**

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

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

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

2. **Recording** – All proceedings of the Planning Commission shall be electronically recorded and the audio recording retained in the office of the City Planner for a minimum of six months following the meeting at which the recording was made. Such recordings may be used in the event a Commission Member misses a meeting and wishes to qualify to vote on a particular item, or if it is necessary to produce a verbatim transcript of all, or part, of a meeting.
3. A recording of all or any part of a Planning Commission Meeting may be made by any person in attendance provided that the recording does not interfere with the conduct of the meeting.



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

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

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

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

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

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

## **XI. RULES OF ORDER**

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

## **XII. TIE VOTE**

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

### **XIII. AMENDMENTS**

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

# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Monthly Financial Report
2. Ordinance Establish Dates, Time and Place for holding Regular Farmington City Council meetings
3. Approval of Minutes 11-18-25

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Levi Ball  
**Date:** December 4, 2025  
**Subject:** **November 2025 Monthly Financial Report**

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

Respectfully submitted,



Levi Ball

Review and concur,



Brigham Mellor

## ORDINANCE 2025-49

### AN ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING REGULAR FARMINGTON CITY COUNCIL MEETINGS

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

#### **Section 1. Time and Place of Regular Council Meeting.**

The Governing body shall generally conduct two regular meetings per month which shall be held on the first and third Tuesday of each month or as noted otherwise herein.

Meetings shall be held in the **City Council Room of the Farmington City Hall, 160 South Main Street, Farmington, Utah**, unless otherwise noticed. Each meeting shall begin promptly at 7:00 p.m. The schedule of meetings for 2026 shall be as follows:

January	6	&	20
February	3	&	17
March	3		
April	7	&	21
May	5	&	19
June	2	&	16
July	7	&	21
August	4	&	18
September	1	&	15
October	6	&	20
November	3	&	17
December	15		

**Section 2. Effective Date.** This ordinance shall take effect immediately upon posting after passage.

**PASSED AND ORDERED POSTED BY** 5 of 5 Council Members present at the regular meeting of the Farmington City Council held on this 9th day of December 2025. Notice should be given as required by the Utah Open Meetings Act.

**FARMINGTON CITY CORPORATION**

**ATTEST:**

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

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



## FARMINGTON CITY – CITY COUNCIL MINUTES

November 18, 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,  
City Planner/GIS Specialist Shannon  
Hansell,  
Assistant City Manager/City Engineer Chad  
Boshell,  
Finance Director Levi Ball,  
City Parks and Recreation Director Colby  
Thackeray, and  
Fire Chief Shelby Willis.*

Mayor **Brett Anderson** called the work session to order at 6:03 p.m.

### **DISCUSS FIRE DEPARTMENT MOVE TO EIGHT-HANDED STAFFING**

Fire Chief **Shelby Willis** approached the Council about moving the department to eight-handed staffing. She recently looked at data spanning 2023 to 2025 considering call volumes, staffing, opportunities, and challenges. Farmington switched to a new record management system in the middle of 2023. Since Interstate 15 (I-15) is in the dead center of Farmington, sometimes it is easier for Centerville to come from the north to handle calls. February and November are the months with the fewest EMS calls. Nationally as well as in Farmington, Tuesdays are the days with the most EMS calls, and Sundays are the least. Consistent call volumes on average come between 10 a.m. and 10 p.m. while the least active call volume is between 1 and 7 a.m.

**Willis** shared Farmington's annual call volumes. Considering Aug. 1, 2023, to Aug. 1, 2024, there were 555 fire calls; 1,395 EMS calls; 129 calls canceled enroute; and 2,079 total calls. Considering Aug. 1, 2024, to Aug. 1, 2025, there were 590 fire calls; 1,637 EMS calls; 148 calls canceled enroute; and 2,375 total calls. Compare these to Fruit Heights calls of 2024, with 35 fire calls; 156 EMS calls; 28 calls canceled enroute; and 219 total calls. In Fruit Heights in 2025, the totals were 43 fire calls; 148 EMS calls; 24 calls canceled en route; and 215 total calls.

When Farmington is called to do a blood draw at the Davis County Jail or Utah Highway Patrol office, it takes a unit out of service for an hour at a time. In 2023, Farmington did 72 such blood draws, with 132 in 2024, and 80 by August of 2025. Once the City began charging \$100 for blood draws, the jail decided to handle their own blood draws instead. Farmington Police Department has four officers who are phlebotomists.

Farmington participates in interfacility transports with the University of Utah, Davis County Jail, Bridgehouse, Legacy House, Country Care, and psychiatric transfers. They also transport to a variety of hospitals including University of Utah, Lakeview, Ogden Regional Medical Center,

McKay-Dee, IMC, Primary Children's, Holy Cross-Davis, and Layton IHC for a total of 71 in 2023, 277 in 2024, and a projected 304 in 2025.

Regarding response rates, the National Fire Protection Association (NFPA) standard is to arrive within 5 minutes and 20 seconds of the initial call 90% of the time. Farmington is only meeting that industry standard 33% of the time, as response times can run up to 8 minutes. This shows the need for a second station, and they may even need to add a third station in the future. However, additional staffing would be needed to staff the new stations.

If multiple calls come in at a time, Farmington needs help from other cities to handle them. In October to December of 2023, there were 39 concurrent calls. In 2024, there were 352 concurrent calls. From January to July in 2025, there were 189 concurrent calls.

Neighboring cities often aid each other in their calls, but Farmington receives aid more than they provide aid, which **Willis** said is a huge problem. From July 1, 2023 to June 30, 2024, Farmington provided automatic aid to other cities 54 times. In the same timeframe in 2024 to 2025, Farmington provided aid 56 times. However, Farmington received aid from other cities approximately 350 times annually. This means that taxes and personnel from other cities end up running Farmington calls.

Farmington has six firefighters who work shifts 48 hours at a time. Those who are permanent part time usually work full time somewhere else, so they can't always come in and work for Farmington. She is scared of the instability that comes from having a part-time force. Having seven full time would allow Farmington to manage two calls at once, which is the goal. **Willis** is asking for eight firefighters: seven full-time and one permanent part-time. She said the Council could consider approving three additional full-timers for a total of \$170,000; a full-time fire marshall for a total of \$52,000; or six permanent part-timers (which wouldn't guarantee staffing) for a total of \$107,000. These costs include overtime, uniform costs, benefits, and salary. Because Farmington is building a new fire station and they are 18 months away from having two stations in the City, incrementally building staffing would be helpful. The City has room to house all existing and requested additional staffing in Station 71.

Assistant City Manager/City Engineer **Chad Boshell** said Farmington has more "things" than many other neighboring cities. This includes the County Courthouse, County Jail, Lagoon, and four freeways. This requires more firefighters and more calls per resident.

City Manager **Brigham Mellor** said there is very little Farmington can do to expand services without having a second fire station. Once the new fire station opens, they will have to consolidate all staffing there in order to retrofit and remodel the old fire station. He said the City will have financial resources to retrofit the old when the time comes.

Councilmember **Roger Child** asked if EMS services could be outsourced to Gold Cross for more help. **Mellor** said it would be more effective if Farmington ran it themselves, because Gold Cross does shift work for only 12 hours. An analysis would be needed. Because staffing issues are imminent, the hiring process should be started now to start use by the January budget. Increased staffing may result in a savings over time. Farmington is under contract with Fruit Heights not to increase charges for four years.

**Boshell** said eight-handed staffing will see Farmington posting better response numbers and relying less on other cities for aid. It will also help handle staffing issues created by sick and unexpected vacation days.

**Willis** said recently Intergovernmental Risk Management Agency (IRMA) began requiring annual fire inspections for all city facilities and businesses. This would require Farmington to have a full-time fire marshal instead of a part-time inspector who works full time somewhere else.

**Mellor** said a lot of firefighters aren't interested in inspecting buildings and plans. Farmington is lucky in that its part-time inspector is retiring soon from his full-time job at Hill Air Force Base (HAFB). The timing lines up that the City can bring him on full-time once he retires from HAFB.

**Boshell** added that new State legislation will require inspection of the wildland urban interface by Jan. 1. Many residents living in the urban interface will have to get inspections in order to get out of paying an annual fee on their property taxes. This is in an effort to keep insurance fees down. **Willis** said the State has developed the wildland urban interface map and associated risk scores. A risk score of 7 to 10 will result in an annual fee on property taxes. However, the State did not identify who should be doing these inspections, which will likely fall to the City.

**Willis** said additional revenue could come from charging fire prevention fees including inspections, permits, and plan reviews; as well as ambulance transports. The City billed \$2 million in ambulance transport fees in seven months, but collect on average only 40% of those fees, higher than the 37% industry standard. She said Farmington has collected more in seven months this year than they did all of last year, and is about at 43%, which is unheard of in ambulance transport.

**Mellor** said the collection rate isn't because people aren't paying their ambulance bills. It is because Medicaid, Medicare, and the jail only pay 32 cents on the dollar. Fire impact fees are for facilities or equipment over \$500,000, or big purchases only.

**Willis** said the department wouldn't benefit from a volunteer force, as volunteers would have no obligation to the City. Training and outfitting them is difficult for the resulting unstable workforce. Gold Cross would be a contractual agreement and could not provide emergency service—just interfacility transportation.

**Boshell** said Staff looked at the trends to bring in a 12-hour paramedic ambulance service, and the data does not support it. It would have to be for a day shift only, because the City would not have the room to house them. If there was a hospital in Farmington's borders, it would be a different discussion.

**Child** said the concern is the seasonality of Lagoon, and the potential needs that the Western Sports Park (WSP) will bring. **Mellor** said **Willis** and the police department have both been keeping tabs on these things and will be monitoring it closely going forward. The WSP hasn't had a whole season yet, but they are getting booked out. Increased sales tax from WSP patrons may help cover the increased demand.

**Child** said **Mellor** promised to find the funds to fulfill Willis' requests, but he hates to go on a promise for a long-term commitment. He asked what budgets would have to shrink in order to

accommodate this. **Mellor** said the contribution to the fund balance was reduced \$200,000, but that couldn't be done to fund running at 10-handed. At the end of the day, it comes down to what elements the Council wants to prioritize. Lagoon has verbally offered to pay for a full-time officer. A lot will need to be sorted out by the end of the fiscal year. The City could find itself in a tough spot if employees leave, and there is always that possibility. He would like to bite the bullet now so the hiring process for new employees can begin before others decide to leave.

**Isaacson** said response times are a matter of public safety, and the current times are unacceptable and not sustainable. When it comes to public safety, the Council needs to do what is necessary. **Child** commended **Willis** for selling the Council on the need to run eight-handed. Now that the Council recognizes the need, the question is how to pay for it. **Boshell** said prior chiefs have advocated for it, but now the Council has the data it needs to make the decision.

Finance Director **Levi Ball** said that he anticipates more revenue from ambulance fee collections, which could lessen the blow to the General Fund when financing the new positions. **Boshell** said the annual building permit fees and business license renewal fees could help pay for the fire marshal's salary, as Farmington hasn't been collecting for that in the past. **Mellor** said the major change made to the Consolidated Fee Schedule in October helps the City get ready to fund these positions. Farmington has been contemplating moving to eight-handed, and they just need to pull the trigger.

**Child** said the only remaining question is if the new positions should be full- or part-time. **Mellor** said Staff's recommendations are that the part-time element won't resolve the issue. It needs to be full-time so that Farmington can be the employees' top priority.

The Councilmembers unanimously expressed support of moving to an eight-handed fire department. **Willis** commended the Council for having the political courage to have this discussion. As a taxpayer, full-time is the best way to run the fire department.

## **DISCUSS PARK RESERVATION POLICY**

City Parks and Recreation Director **Colby Thackeray** addressed the Council about a parks reservation system to run May 1 to Oct. 1 annually. Outside that window of time, the restrooms are closed down. The weather in both March and October is unpredictable, leading to the possibility of snow and wet fields. The Easter egg hunt has been done in a foot of snow before. He would like to hold a hard line of May 1 to Oct. 1 instead of leaving it open to weather and interpretation.

Councilmember **Amy Shumway** said Farmington gets less rain and snow than it used to in the past, so she would like to see the timeframe be more flexible. **Thackeray** said if out-of-season requests come in, they can bring in their own infrastructure (such as port a potties) and insurance, as well as pay the special permit fee. Staff winterizes the parks so pipes don't break.

**Mellor** said another problem is lights can't be used unless a field is reserved. **Shumway** said if resident taxpayers want to use the field, and are willing to pay to have the lights on, the fields should be available for their use. The City is a customer service-based organization, and some people are not feeling very happy.

**Boshell** said if it is left up to interpretation or the discretion of an employee, then people wanting to use the fields will argue with the employee. **Mellor** agreed, saying some will come after the

City for the employee's discretionary call. They need criteria that is not arbitrary. **Thackeray** said fall is when the root systems grow, and the grass needs time to rest to allow that growth. If turf is damaged in November, it won't grow back.

**Child** said this is worthy of further discussion, because he has had people red in the face yelling at the City about this, and it wasn't a single incident. The new County WSP facility will put more pressure on Farmington, and the decision needs to be hard and fast, not wishy-washy.

**Mayor Anderson** said time should be set aside at the annual retreat to talk about this. Hard and fast criteria need to be presented to see if there is a workable solution. This should be administered so City employees aren't put on the firing lines.

## **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,  
City Planner/GIS Specialist Shannon  
Hansell,  
Assistant City Manager/City Engineer Chad  
Boshell, and  
Finance Director Levi Ball.*

## **CALL TO ORDER:**

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

## **PRESENTATION:**

### **Student Spotlight: Hailey Robinson**

Farmington Junior High's choir teacher nominated **Hailey Robinson** as student of the month. **Robinson** is hard-working, considerate, and friendly with a bright future ahead of her.

### **Resolution renaming Kings Cross Trail to Ben's Berms**

**Mayor Anderson** presented this agenda item. **Ben Butterfield** has been an active supporter and promoter of Farmington's mountain biking community for years, including from the beginning in creating the Farm mountain bike park. He is now wrapping up his tenure as a Farmington High School mountain bike coach. There are 250 students on the high school team. The student team captains approached the Council with this special request in honor of his service to the

community. **Mayor Anderson** presented **Butterfield** with a plaque commemorating the occasion.

***Motion:***

Councilmember **Alex Leeman** moved that the City Council approve the resolution renaming the trail Kings Cross to Ben's Berms.

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

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

**PUBLIC HEARING:**

**Consideration of a Rezone Development Agreement and Schematic Subdivision plan for the Heritage Residential Subdivision**

Community Development Director **Lyle Gibson** presented this agenda item. The 51-acre Heritage residential subdivision would be off the West Davis Corridor (WDC) stretching into Park Lane. It is agricultural property in the Buffalo Ranch area that the owner has been seeking alternate uses for since the new highway came through the area. The landowner has engaged Cole West to develop 187 single-family detached homes here, which is about four units per acre. This would require a rezone and Development Agreement to account for the desired uses and clustering. The Development Review Committee (DRC) considers technical issues on a high level, but the schematic level requires approval through the legislative process.

When the Planning Commission held a public hearing on this matter, several comments were received, as noted in the packet and minutes. The Commission was unanimous in its recommendation not to approve this subdivision. As the legislative body, the Council can concur with the Planning Commission or differ in its opinion. The applicant is looking for direction from the Council on what the right use is for this property.

Applicant **Darlene Carter**, representing Cole West, expressed appreciation for residents who will be sharing feedback tonight. She is not a resident of Farmington, but as a Fruit Heights resident, she considers herself part of the community. She has been involved in development in Farmington for the past 20 years. In the past 18 months, her company has gotten a lot of feedback from small group meetings and Farmington Staff. She appreciates this opportunity to explain why their project would be a great fit for the City. She would like to walk away tonight with specific feedback.

**Carter** said her company represents future homeowners, who are not in the room today to advocate for themselves. It is good to look back over the past year at real estate transactions and where people are moving. Farmington has done a good job providing luxury estate homes as well as townhomes averaging \$493,000 in price. But there is a "missing middle" of single-family homes.



New construction supply is not meeting current demand. The year 1995 is the average home construction age in Farmington. There is a lack of new housing construction in Farmington. The market is staying between the \$500,000 and \$900,000 price point. The current average newly constructed home is \$1.43 million on 0.26 acres, but there is no new construction between \$620,000 and \$1.06 million. The lowest price of a new single-family home is \$946,000 on 0.13 acres. The ability to move out of a townhome into a single-family home in Farmington is unattainable.

The Heritage helps fill in this “missing middle” gap in Farmington. The proposed subdivision is 51.24 acres. There are 10.98 acres of Right of Way; 10.88 acres of open space maintained by the HOA; 29.29 acres of lots; 187 total lots; 3.65 units per acre of density; an average lot size of 6,822 square feet; playground and picnic area; pickleball courts; and trail system connections throughout the community and beyond. To know what a 30-foot home looks like on a 40-foot wide lot, you can look at The Rose at 850 N. Lagoon Drive built in 2022. It represents this same product. Other examples are The Fairway of Oakridge, Kestrel Bay, and Moon Park.

Three lot sizes are proposed. Cottage Lot Type 1 fits homes on the 40-foot wide frontage with homes that are between 2,000 and 2,600 square feet. Cottage Lot Type 2 is 50 feet wide and would fit homes between 2,300 to 2,900 square feet. There would be 81 of these lots. Estate Lots are close to a third acre in size and would have homes that are 2,300 to 2,900 square feet.

**Carter** said Cole West is known for architectural design. She invites feedback from the Council but also reminded the full audience that they will not be able to get feedback from those who potentially want to live here and right now can't.

**Mayor Anderson** said that this proposal came up six to seven months ago. The Council is aware of what was presented to the Planning Commission, and has also reviewed emails that have been presented. Therefore, this is not new to the Council. He asked the audience for a raise in hands for those who are opposed to this request. More than half the audience raised their hands.

**Isaacson** asked that going forward during the public hearing, those in the audience who agree with the speaker could wave their hand in agreement, a silent way to show ongoing sentiment of the crowd.

**Mayor Anderson** opened the Public Hearing at 7:36 p.m.

**Bryan Bryner** (309 S. Buffalo Ranch Road, Farmington, Utah) said his property borders this property. He sent a letter to the Council directed at the legal issues this proposal has. First, he addressed the requested rezone to the Agricultural Estates (AE) zone with the Agriculture Planned (AP) District overlay. After reviewing the ordinances, he feels the applicant should be denied because they do not comply with the AE zone or AP overlay requirements. The AP overlay standards are that lots can't be smaller than the underlying zone. In this case, the underlying zone is 1-acre lots. There are not Transfer of Development Rights (TDRs), open space concessions, or moderate-income housing concessions. The minimum lot size in the Development Agreement is 3,000 square feet. Therefore, it does not comply with the zoning regulations. The AP overlay is not the right way to go forward with this development. If there are other ways to develop their land that complies with zoning regulations, they need to resubmit their application in order to collect public comment on their resubmitted application.



**Greg Daly** (1951 Buffalo Circle, Farmington, Utah) said this proposal does not meet the General Plan. One of the themes and priorities in the General Plan is preservation of neighborhood character; and this is not compatible with the neighborhood. Farmington has done a great job creating ample moderate-income housing and housing diversity in six to seven other areas of the City. Many people love the community and actually want more space, not less. They want bigger homes on half-acre lots. If the developer would sell these as half-acre lots, they would sell well. He mentioned that Planning Commissioner **Kristen Sherlock** is a realtor and she recently sold a half-acre Layton property. She was surprised that it sold so well, as it backs up to a freeway. However, it sold better than others in the area because it was a larger lot. Hers was a half acre, while the others were a third acre or less. Space matters. West Farmington is distinguished by its spacious lots, which is why everyone originally moved here in the last 20 years. Nothing about this proposal is cohesive or compatible with development patterns. The existing infrastructure is not set up for this level of density. He is worried about the traffic and safety on the corner of 1525 and Flatrock.

**Denise Poulos** (16 S. Buffalo Ranch Road, Farmington, Utah) said she is speaking for the animals such as sheep, horses, goats, and birds that all need refuge and space.

**Monica Bell** (1712 W. Flatrock, Farmington, Utah) said all the other developments that the applicant mentioned have something that this one doesn't, and that is access to roads. The proposed subdivision will have a negative impact on access and existing roads.

**Chris Salway** (468 Commanche Road, Farmington, Utah) wanted to share some direct quotes that did not make it into the Planning Commission minutes. A unanimous denial from the Planning Commission is rare. The density is astronomically too high. It looks like a trailer community and doesn't fit the community. If it is not half-acre lots, it should be denied. It doesn't match the neighborhood by any stretch of the imagination.

**Sarah Martin** (2054 W. Buffalo Circle, Farmington, Utah) said she and her husband have attended every meeting about this, careful to point out to Cole West that the entryway to this community is directly across from her driveway. They don't listen when this is pointed out and don't acknowledge that this is affecting people, as they are not willing to change it. She understands that the landowner only owns so much frontage, but that is not her fault. They are infringing on her and her whole neighborhood.

**Christine Mikklesen** (17 N. Buffalo Road, Farmington, Utah) said Cole West did a great job trying to sell their proposal about the "missing middle." However, it overlooked the fact that many people want to move up and want more property. There are no horse properties to be found in Davis County. This area is supposed to be rural, and nobody here planned for a freeway to come through.

**Angelle Salway** (468 Commanche Road, Farmington, Utah) pointed out that the traffic study was performed on Aug. 1 when school was not yet in session. Traffic here looks completely different when school is in session and everyone is home from vacation. An increase of 175 vehicles per day is huge for this existing neighborhood, and the roads will not be able to handle the increase traffic.

**Sabrina Plummer** said she and her son currently live on this property; she grew up on the ranch her grandparents built. She runs this property and is in charge of the horses. She takes lots of

business calls because many ranches are closing due to development. She is an animal love and wants to keep some property for horses and other animals, as they have the right to have a place to live.

**Jeremy Willden** (304 S. Buffalo Ranch Road, Farmington, Utah) said he has three acres of horse property. He moved here from Layton for the space. He agreed with **Plummer** (landowner) that a lot of horse facilities are closing because of development. There is already flooding here due to the new highway, and putting houses there will cause even more flooding. He works for the Utah Department of Transportation (UDOT) and predicted that the new highway will be widened to three lanes in the future, so houses may be bought and demolished to make room for that future expansion.

**Leeman** said it may take the developer 187 homes to get the return they need to get.

**John Poulos** (16 S. Buffalo Ranch Road, Farmington, Utah) said the Agricultural Very Low Density (AA) zone should still be available to people with horses.

**Curt Workman** (1 N. Buffalo Road, Farmington, Utah) grew up in Farmington and has lived here his whole life. He knew the **Plummers** (landowners) while growing up, and was welcomed onto their property. He understands the need to develop this area. However, like the Planning Commission mentioned, current zoning should be taken into account. This area gets massive flooding issues when it rains and snows, and there must be proper consideration for that. The feedback they have provided the developer has not been considered.

**Lindy Kartchner** (1779 Flatrock Drive, Farmington, Utah) said the 10 acres of proposed open space are due to the power lines and the fact that there is no way to develop on that property. She believes the traffic study variables were controlled in order to affect the outcome. She would like the developer and Council to listen to the concerns.

**Jonathon Miller** said he was against the WDC affecting his living environment. Farmington now is not what it was 25 to 30 years ago. Because home prices now are ridiculous, the product proposed is needed.

**Matthew Rodgers** (1919 Old Fort Road, Farmington, Utah) said while the comments tonight have been great, the General Plan doesn't care about thoughts and feelings. All that is needed is to consult the General Plan that was updated just this year. Roads have changed everything, and the General Plan needs to be changed to reflect that. Farmington's governing documents don't allow certain things, and the General Plan is clear. This is not right. He asked the Council to use the General Plan that was created as a guide and do what the Planning Commission did: unanimously deny this proposal. Good development will follow the General Plan.

**Andrew Brough** (1933 Old Fort Road, Farmington, Utah) said he is the Vice President of the existing HOA in the area, and he hasn't heard from anyone who is in favor of this. He is definitely opposed to it. He moved from 1914 Clark Lane to this area to avoid traffic, and his would negatively affect the area's traffic.

**Mayor Anderson** closed the Public Hearing at 8:17 p.m.

**Mayor Anderson** said he is becoming more density sensitive over the last two to three years as the City has seen all the approvals take root north of Station Park. Farmington is one of the cities in Davis County that has become progressive in inventory. This will help pay for the fire station.

The west side was farmers when the WDC was thrown in, and then the rug was taken out from underneath those residents. He said he is density sensitive, and development ought to be congruent with what is existing, not a hodge podge or an injection of high density that seems out of place. Traffic is a concern.

Councilmember **Scott Isaacson** said **Bryner**'s comments were correct that a lot size can't be lower than the underlying zone when using the AP overlay. City Attorney **Paul Roberts** said this is unsettled since there is no precedent, so the ordinance has tied the Council's hands. The developer can exclude any requirement in the zoning code, so there is a good faith argument on both sides. If it is a close call, the judge would be instructed to side with the applicant due to property rights.

**Isaacson** said he has lived on 1100 West for 20 years, and he started out having no houses on three sides of him. He could see to the Great Salt Lake. Now there is a major sports park at the end of his street and he is near a high school. So, he feels the pain of those offering public comment tonight. When the freeway came through, it was horrible and he donated money to fight it. It is a tragedy that UDOT built through conservation easements. The City defended those easements in court, but they lost. It honestly was a raw deal that was dealt to the City. Frankly, he likes this proposal, but not in this location because it is so different from the neighbors. Farmington needs housing like this because they do have a "missing middle." It is amazing to him that people are willing to build estate homes next to a freeway. What is proposed would be a better use for this land, with more transitional zoning next to the freeway.

He said **Plummer** deserves to be treated like any other citizen who has the right to ask for a rezone and develop their property. Like most of the property on the west side, Station Park was a horse field in the AA zone when he moved here. While **Isaacson** is in favor of rezoning this land to AE, he is not in favor of increasing housing in an agricultural area. He would vote to rezone it without the AP overlay.

**Shumway** said she was here when the City first established the AP overlay, and this was not in the sphere of what was passed. That overlay needs to be looked at again. She lives in the Oakridge neighborhood that was used as an example in the applicant's presentation, and she does not think it is comparable with this development because of the quantity and size of lots. The proposed development doesn't seem to fit in that location. She does like cottage type of development in certain areas. Although the provided traffic study says this area could handle the influx of traffic, she doesn't think that it actually could.

Councilmember **Melissa Layton** said that developments like this are needed due to the "missing middle," but this is not the right place. The biggest concern is the access road. The other examples provided dump traffic onto main roads that can handle larger volumes. She appreciates how everyone handled the meeting and public hearing tonight. She said all should be very cautious of vilifying anyone. The **Plummers** are good people who have every right to advocate to get the most out of their land. Also, Cole West is a great partner in Farmington City.

Councilmember **Roger Child** said he is a strong proponent of personal property rights, as the ability to develop properties in this country is eroding. At the same time, there has to be a balance of property rights while considering the impact of the proposed development. The contrast here couldn't be more wide and broad, and this would create distinct neighborhoods. The proposed density shouldn't be put up next to large density. He would propose estate lots

instead, allowing a single-loaded road to border adjacent property so owners they could have access to develop their own property in the future. They are currently dealing with landlocked property with no access.

Cole West is an amazing developer, and Farmington has had good relationships with them in the past. This is not about the property owner or the proposed developer. It is more about what is presently there and what is being proposed in contrast. Half-acre lots are too much for some people to maintain, but too small for any other use. To be considered an agricultural use, they need to be 1 and 2 acres. He feels this should be allowed to be an AE zone, but the proposed density is not the intended use for the AE zone. He thinks the developer and property owner either go back and discuss a blend of uses, or give the neighbors the opportunity to develop the back of their properties by accessing a single-loaded road. The density needs to be lowered. This neighborhood was impacted by the freeway against their will, and putting this proposed development on them would be too much of an ask, in his opinion. He likes this product, but not on this property. There should be a way for adjacent property owners to benefit.

**Mayor Anderson** said he is a code nerd, and the purpose of the AE zone is expressed as establishing residential use for farming and noncommercial uses.

**Leeman** said he is a lame duck City Councilmember who has been on the Council and Planning Commission for more than a decade, so it is time to hang it up. That being said, Cole West does a nice job and provides a good product. He wishes the City could get more of this product and formatting, but not in this location. It is important for developers to listen to City Staff and the property owner also. The proposed development doesn't work in this spot because it doesn't match the area. They are trying hard to make an awkward parcel make sense. This is a nightmare, and he wishes the WDC had gone on the west side of the pond. While he doesn't have a problem rezoning the property, an actual different plan would be needed. Although they are entitled to develop, he would vote for denial on this particular proposal. The AP overlay does not work as a way to get more density.

**Shumway** said this is an awkward lot, so it would be appropriate to deviate for weird angles, which would allow for a few quarter-acre lots here and there.

**Isaacson** said he is worried about potential flooding, and more studies would be needed addressing this. However, these are only preliminary discussions. The new freeway is creating a dike, and it is a real concern that should be taken into account as development proceeds in this area. Affordable housing and a range of different housing types are not being discussed. He likes the idea of existing property owners having a road along the back of their property, providing frontage that would open up the opportunity to develop further to the west. Living on one of several deep lots on 1100, 11 miles from an international airport, he knows his neighbors will develop eventually.

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

**Shumway** moved that the City Council deny the rezone, Development Agreement, and Schematic Subdivision plan for the Heritage residential subdivision.

#### **Findings 1-4:**

1. The proposed development is inconsistent with the Farmington City General Plan and vision for the area.
2. The subdivision as designed creates a neighborhood that is incompatible with surrounding neighborhoods.
3. The proposed development does not comply with the stated purpose of the requested zoning district and the AP overlay.
4. Reasons vocalized by those in attendance at the public hearing and otherwise submitted to the record.

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

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

### **Issuance of Series 2025 Sales & Franchise Tax Revenue Bond**

Finance Director **Levi Ball** presented this agenda item. The parameters were set at a prior meeting, and the City is not planning to bond for the full \$8 million as it would be more like \$6 million.

**Mellor** said the property on Main Street was sold to the Boyer Company for \$10.5 million, and \$700,000 has to be kept in escrow until things get through the Army Corps of Engineers. The Fire Station will cost around \$16 million. Although the land could have been developed out to maximum density, that was not the direction the public wanted to go. Therefore, development was scaled back, and the City will need to use impact fees from commercial and other development over the next 20 years to finance this bond. The debt service will be \$460,000 annually. He said the City has enough resources built up to cover this payment for three years. If interest rates go down, Staff intends to refinance bonds for the fire station and water project, possibly combining them into one. There is no sense in paying the bond off too soon if there are plans to refinance it in the next three years anyway.

**Mayor Anderson** said many cities bond to pay for their fire stations.

**Mayor Anderson** opened and closed the Public Hearing at 9:05 p.m., as nobody signed up in person or electronically to address the Council on the issue.

### ***Motion:***

**Leeman** moved that the City Council approve the issuance and sale of not more than \$8,000,000 aggregate principal amount of Sales and Franchise Tax Revenue bonds.

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

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

**BUSINESS:****Consider approval of SIRQ Construction to be the Construction Manager/General Contractor for Fire Station 72**

City Manager **Chad Boshell** presented this agenda item. Using the same Request For Proposal (RFP) process Farmington used for North Cottonwood Park, Staff hired a construction manager/general contractor. The City received 13 proposals, which was a lot, from which they chose to interview four. Price isn't the only element to consider, and SIRQ wasn't the lowest or highest proposal. All four proposals were close, within \$60,000 for a \$16 million project; Big D had a higher bid. SIRQ is currently doing the North Cottonwood Park. In the next two months, SIRQ will consider constructability, affordability, and cost saving issues in order to come back with an amended agreement that will set a more firm price.

**Isaacson** said the general conditions seemed high to him. **Mayor Anderson** noted that SIRQ was so confident in their abilities that they were willing to agree to a "not to exceed" amount.

***Motion:***

**Child** moved that the City Council approve the contract with Sirq Construction to be the construction manager and general contractor for the Farmington Fire Station 72 subject to amendments satisfactory to the City Attorney.

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

Mayor Pro Tempore/Councilmember Alex Leeman

X Aye \_\_\_\_ Nay

Councilmember Roger Child

X Aye \_\_\_\_ Nay

Councilmember Scott Isaacson

X Aye \_\_\_\_ Nay

Councilmember Melissa Layton

X Aye \_\_\_\_ Nay

Councilmember Amy Shumway

X Aye \_\_\_\_ Nay

**Consideration of a sub Project Master Plan (PMP)/Development Agreement for the Concept Site Plans and Schematic Plat for C3 QuikTrip, including sign details**

**Gibson** presented this agenda item, where Stack controls the land under contract. This fuel center convenience store would be on the northeast corner of Innovator in the Office Mixed Use (OMU) mixed use area, in an auto-centric area off the interchange. A pedestrian plaza is proposed for the corner. While the use is permitted, there are rigid design standards. Whether their design accommodates those standards is up for legislative approval. The Planning Commission had two requests for changes, as the original design didn't include any windows on side that faced the main street.

**Braxton Kee**, Real Estate project manager for QuikTrip, addressed the Council. This Farmington location will be one of the first QuikTrips in the Salt Lake City market. The original family still owns the business, which started in 1958 in Oklahoma. They are currently operating 85 stores in the Tulsa area, and have never laid off an employee. Each store creates 20 to 25 jobs upon opening. The average store manager makes an annual salary of \$110,000 while an entry-level assistant would make \$55,000. Each store is also a safe place location for endangered



youth. Food items that would be offered for sale include donuts, breakfast pizzas, sandwiches, fries, mozzarella sticks, etc. Cost would be about \$3.99 to \$6.99 per sandwich, but cheaper with their app program. Farmington's location would have 14 fueling positions, and this would be one of the "fancier" designs.

**Leeman** said he grew up in Iowa where QuikTrips were part of his childhood. It is a great company in the Midwest, much like Maverik is here in Utah. **Isaacson** said he did not see the PMP attached. **Gibson** said this is a detailed initial plan. If things remain consistent with this initial iteration, Staff will have the final approval. However, if there are significant changes, it would come back to both the Planning Commission and City Council.

***Motion:***

**Leeman** moved that the City Council approve the PMP/Development Agreement, concept site plan, sign details, and schematic subdivision for QuikTrip as included in the Staff Report, subject to all applicable Farmington City standards and ordinances, and that all Development Review Committee conditions are met.

**Findings 1-3:**

1. The stated schematic subdivision plans align with the North Station Area Master Plan, the General Land Use Plan, and original Stack Development Agreement from 2020.
2. The stated concept site plan, elevations, and signage align with the North Station Area Master Plan, the General Land Use Plan, and original Stack Development Agreement from 2020.
3. Per the recommendation of the Planning Commission, the applicant has added fenestration to the south façade of the building and reduced the proposed sign height.

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

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

**Consideration of a Project Master Plan and schematic subdivision plat for The Violet**

**Gibson** presented this agenda item. Since this is a residential piece of the Development Agreement in the OMU district, it requires legislative approval. The Planning Commission recommends approval with conditions, with Staff handling technical issues. This townhome development will require multiple access points based on the number of units. The length of the dead end determines fire access. Front doors will be on the street, and access will be to the back, which creates desired aesthetics. The Council must determine if the proposed angle parking stalls on the road are appropriate in this area. Although it would add more parking, the DRC had some concerns. The HOA would handle maintenance and snow removal. Issues such as garbage removal and possible flooding near the creek will be handled at the preliminary plat level.



Applicant **Taylor Alvarez** with Cole West addressed the Council. These are 39 for-sale, three-level townhomes, each with 1,700 square feet. The proposal represents the highest and best use of the property, and fits the intent of the area.

**Isaacson** said not seeing commercial or office buildings makes him nervous. **Shumway** said their plans are contingent on Rocky Mountain Power providing more power. **Child** said he liked the architecture and that the product will be offered for sale instead of for rent.

***Motion:***

**Child** moved that the City Council approve the Development Agreement and Schematic Subdivision plans for The Violet, subject to all applicable Farmington City standards and ordinances, and that all Development Review Committee conditions are met subject to the following changes or conditions 1-2:

1. The street network provides for a secondary point of access satisfying the ordinance limit of no more than 24 units on a dead-end street. This access should be in addition to any emergency access that may be required to manage the length of Street D north of its intersection with Street B.
2. A public access easement be provided over the trail along Shepard Creek.

**Findings 1-2:**

1. The Subdivision design aligns with the North Station Area Master Plan, the General Land Use Plan, and original Park Lane Commons master plan from prior agreements.
2. With the proposed changes, the project will enhance safety and access.

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

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

**White Horse Preliminary Planned Unit Development (PUD)**

City Planner **Shannon Hansell** presented this agenda item. This is 0.95 acres with an existing home that was built in the 1960s. Since it is older than 50 years, it qualifies for historic eligibility. In the Large Residential-Foothill (LR-F) zone, the conventional lot size is 20,000 square feet, so this site could yield up to two lots. However, the applicant would like an alternative 10,000 square foot lot size—yielding three lots total—in exchange for becoming a PUD and preserving the historic home.

Since creating the Detached Accessory Dwelling Unit (DADU) ordinance, it has become common in Farmington to have 10 to 15 applications for Accessory Dwelling Units (ADUs) per year, half of which are detached. **Hansell** said all they need is a building permit, online application, and staff-level approval. A Subordinate Single Family (SSF) unit can be sold, but it is deed restricted to be owner-occupied for two years after the creation of the SSF, meaning the property owner has to live on site. This is part of the moderate-income housing strategy. If the

applicant is allowed three lots, two could have DADUs, for a total of five. Otherwise, they could have two lots, each of which could have a DADU for a total of four.

**Isaacson** said he doesn't see anything unique or historic about the existing split level home.

**Layton** said with this being directly on Main Street, it will be difficult handling many additional vehicles as well as garbage cans for five different homes.

**Leeman** said when this ordinance was originally passed, he remembers saying it would basically double the density of the entire City. While he thinks it is ridiculous having five lots on a property of this size, the bed was already made for this. The idea was for one house on a big lot to have a smaller lot. The concern is it allows a development double the density.

**Shumway** said Lot 1 and 2 are in the spirit of the ordinance, but Lots 4 and 5 are not. She would like to consider some changes for when this ordinance sunsets in about a year. **Isaacson** said Farmington adopted the ordinance as an experiment, and they are struggling to find ways that it provides affordable housing. The theory was to try it, but it has been very challenging. This is why a sunset was put on it.

**Child** said the alternative could be to come in with a normal subdivision with three lots, each sold off to individual buyers. Since the lots would be of adequate size, those buyers could each come in and build DADUs. Nobody would squirm if it was phased and developed over time like this. Today's proposal presents a problem because it would all be done at once. **Shumway** said if it is planned from the beginning, utilities could be part of it. **Child** said the State has allowed DADUs in all cities, and they can be handled by Staff. Being able to offer for-sale DADUs will result in more quality builds compared to rentals, which can be shed and garages converted into living quarters.

**Roberts** said that while the State is onboard with Internal Accessory Dwelling Units (IADUs), cities are resisting it, and then the State is pushing harder. Ultimately this unlocks potential units someone could buy and use to build wealth. It is on the way for the State to allow DADUs like they have IADUs, as long as the lot is big enough.

**Leeman** said someone could get wise to this and make a mockery of Farmington, leading to a political disaster and controversy like Buffalo Ranch. Therefore, the ordinance needs to be looked at.

Applicant **Ben White**, who lives in the existing home, addressed the Council. He said he would like homes for his children, as well as less yard work. Housing affordability is a big deal. His plan is to sell the lot on Main Street to pay for the required infrastructure. Since he does not want parking on Main Street, each of these lots would have a driveway with room for two cars, and every home would have a garage. The DADUs would be between 1,300 to 1,500 square feet and have basements.

**Hansell** said the Planning Commission held a public hearing on this item. Neighbors showed up wanting details. **Leeman** said this design does let vehicles pull onto Main Street facing the street rather than backing onto it.

***Motion:***

**Leeman** moved that the City Council approve the schematic subdivision plan and preliminary PUD master plan for the White Horse PUD, subject to all applicable Farmington City development standards and ordinances, and the following Conditions 1-4:

1. All remaining DRC requirement must be addressed, including Fire Department requirements.
2. Access and utility easements are recorded on the driveway portion of Lot 3.
3. Any work on Main Street is subject to UDOT Permitting.
4. All other requirements of 11-28-200 pertaining to SSFs are addressed.

**Findings 1-4:**

1. The project meets the purpose of the Planned Unit Development Chapter, which allows flexibility for infill lots.
2. The creation of SSF lots aligns with the City's Moderate Income Housing Plan.
3. The creation of SSF lots has a similar impact to that of the already permitted detached accessory dwelling unit use.
4. Access to Lots 2 and 4 are granted access via Lot 3 as part of approval.

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

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

**Amendment to Development Agreement for the Hess Farms Subdivision**

**Gibson** presented this agenda item. This subdivision north of Lagoon Drive was previously approved three to four years ago and is back to be updated. Wright Development completed all the subdivision improvements, and another company will be doing the vertical construction. It was originally planned as commercial and rental townhomes, with the end units deed restricted and dedicated for moderate income housing. This is now being proposed as a for-sale model instead. The applicant was not able to pull off deed restricting the moderate-income housing for sale as eventually the deed restriction would wear off and someone would get the windfall of market rate values. The proposed amendment also corrects a requirement for the improvement of part of 700 West, which is actually part of approved plans for a neighboring project that recently received preliminary plat approval.

**Isaacson** pointed out a complication that because there is no eligibility requirement, a wealthy person could end up living in the moderate-income housing that has to be owner occupied.

Applicant **Logan Johnson** with Wright Development said it didn't make sense to be obligated to build on property they didn't control, so he would like that removed from the agreement.

**Cameron Scott**, land acquisition manager with David Weekley Homes, said his company is purchasing the property from Wright Development. Since his company is taking a loss of \$8,000

per unit, he thinks it is fair to have the deed restriction last for 30 years, the same length of restriction for owner occupancy.

**Isaacson** said there are some technical problems on the deed restriction form including unclear cross references and language. He shared these with **Roberts**.

***Motion:***

**Isaacson** moved that the City Council approve the Amendment to the Development Agreement for the Hess Farms Subdivision as drafted, subject to changes to the form of the deed restriction attached to the Development Agreement as discussed with the City Attorney, subject to the City Attorney approving the final form.

Findings 1-2:

1. The 700 West improvements referenced in the agreement are part of the approved plans for The Ana subdivision so the existing requirement is unnecessary.
2. The change to the Moderate Income housing program to allow “for sale” moderate income units rather than “for rent” units continues to meet the intent of the requirement while offering a desirable less common option for providing housing which can help residents build equity.

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

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

**Packer Subdivision Alternate Lot Size and Sidewalk Installation Considerations**

**Gibson** presented this agenda item. The Packer family owns this property on 100 North with a newer home with a garage on the far east side as well as a historic ADU built in 1861. Both Staff and the Planning Commission are in favor of this conventional subdivision in the OTR as it fits the neighborhood.

Generally, the City wants developers to install sidewalks for their projects, even if it is done in a piecemeal manner. Since there are no sidewalks on 100 North and a sidewalk here would not connect to anything, the tough ask is requiring the applicant to put in sidewalks. **Gibson** said the City would probably never need sidewalks in that area. The ordinance allows the Council to consider alternatives in specific cases.

The Planning Commission is split on which option to require of the applicant. One option is that instead of installing sidewalks now, the developer could pay a fee in lieu, putting money in an account so if in the future the City is ready to do sidewalk improvements in the area, they have already paid their fair share. Another option is to not collect money up front, but record it against the property that money could be collected when the City is ready to do improvements in the area.

Applicant **Chaney Packer** said she does not prefer to install sidewalk at this time, but she is willing to sign an agreement about paying for it if it is installed in the future, which she feels is

unlikely. She would rather have the money now to build the new house. Pedestrians can find an existing sidewalk on the west side of 200. The lot is sloped, and ripping up an existing rock retaining wall there would take a lot of money. With a nearby trailhead, only hikers use this street, and they run on the road.

**Child** said this is on his block in his neighborhood, and the children walk on the sidewalk on the west side of 200 to go to school. There is no need for additional sidewalk in this historic neighborhood. The Packers have done an amazing job preserving the old rock home and putting in new landscaping, and now they will be allowed to build a newer home. Asking them to put in sidewalk would be unreasonable, because it would go nowhere.

**Mayor Anderson** said this feels different than when a new development is coming in. This is an ADU coming into an existing historic neighborhood.

**Isaacson** said the City has experienced how divisive and difficult it can be to enforce agreements that require landowners to pay to put in a sidewalks 30 years after an agreement is signed. The easiest thing would be for the applicant to give the City money now, which would be held in an account in case it is needed in the future.

**Gibson** said sidewalks would be about \$48 per foot, which would total roughly \$15,000. It could cost more than that to tear out the existing retaining wall.

**Leeman** said it can be a slippery slope to not enforce a policy that is in place, and he hates to ignore it. If the City doesn't care about sidewalks in this area, then they should change the ordinance. The Packers have put in brand new landscaping, and there can't be more than a foot of park strip installed there anyway. The argument that a sidewalk here wouldn't connect to anything doesn't hold water with him, because at some point, the City needs to start putting them in everywhere. If the City doesn't care about sidewalks in Old Town, they should do the deferral agreement option.

**Mellor** said if Farmington had money in the future for sidewalks, they likely wouldn't start in Old Town. They would instead start in other areas like 1525, 1100, and Main Street. If the applicant put in the sidewalk now, it would be a liability for the City to maintain it. Farmington already has a list of sidewalks to prioritize. From a maintenance side, sidewalks in Old Town would be low on the maintenance priority list.

**Child** agreed, saying this is not a typical subdivision and they don't require sidewalks to DADUs. There are not sidewalks on State Street east of Main. His whole neighborhood is used to having no sidewalks in Old Town. **Mayor Anderson** said any crumbly old chunks of sidewalk in the area are not connected. **Shumway** said they should be cautious of setting precedence.

***Motion:***

**Isaacson** moved that the City Council approve the Packer Subdivision Alternate Lot Size Agreement subject to the following Condition 1:

1. All remaining DRC requirements must be addressed at subsequent steps prior to recording.

Findings 1:

1. The existing historic building on site qualifies per the provision of the City's ordinance to use alternate lot standards and the proposed agreement is sufficient to ensure this preservation occurs.

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

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

***Motion:***

**Isaacson** moved that the City Council approve a deferral agreement requiring that the landowner to pay for the installation of sidewalk at a future date when the City determines it is time to have sidewalk installed.

Finding 1:

1. Collection of fees in the future will more accurately account for construction of sidewalk improvements.

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

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

**BOARD OF MUNICIPAL CANVASSERS**

Present:

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

*City Attorney Paul Roberts,  
City Recorder DeAnn Carlile,  
Recording Secretary Deanne Chaston,  
Community Development Director Lyle  
Gibson, and  
City Planner/GIS Specialist Shannon  
Hansell*

***Motion:***

Board member **Alex Leeman** made the minute motion to adjourn to the Board of Municipal Canvassers Meeting.

Board member **Amy Shumway** seconded the motion. All board members voted in favor, as there was no opposing vote.

Board member Roger Child	X Aye	___	Nay
Board member Scott Isaacson	X Aye	___	Nay
Board member Melissa Layton	X Aye	___	Nay
Board member Alex Leeman	X Aye	___	Nay
Board member Amy Shumway	X Aye	___	Nay

### **CALL TO ORDER:**

Board member **Mayor Anderson** called the meeting to order at 11:03 p.m.

### **General Election Results:**

In the general election, 5,188 ballots were cast including 5,089 by mail; 2 early in person; 94 in person on Election Day; and 3 provisional. There was a 35.35% turnout.

For the mayoral race, **Brett Nathan Anderson** had 4,381 votes, and **Jorge Quinones** had 722 votes. For the two City Council seats, **Melissa Allphin Layton** got 4,123 votes; **Kristen D Sherlock** got 3,574 votes; and **Laverne Schraedel** got 1,158 votes.

### ***Motion:***

Board member **Scott Isaacson** moved that the Board accept the Canvass report as presented.

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

Board member Roger Child	X Aye	___	Nay
Board member Scott Isaacson	X Aye	___	Nay
Board member Melissa Layton	X Aye	___	Nay
Board member Alex Leeman	X Aye	___	Nay
Board member Amy Shumway	X Aye	___	Nay

### ***Motion:***

**Leeman** moved that the Board adjourn and reconvene the City Council Meeting.

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

Board member Roger Child	X Aye	___	Nay
Board member Scott Isaacson	X Aye	___	Nay
Board member Melissa Layton	X Aye	___	Nay
Board member Alex Leeman	X Aye	___	Nay
Board member Amy Shumway	X Aye	___	Nay

### **SUMMARY ACTION:**

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

The Council considered the Summary Action List including:



- Approval of October 21, 2025 City Council meeting minutes. **Isaacson** said on page 2 of the minutes (page 379 of the packet), it should read: The Mosquito Abatement District is planning to raise taxes to update their buildings, specifically adding women's restrooms; as well as tearing down and replacing a pesticide storage building; and minor remodeling.
- Monthly Financial Report
- Surplus Property List

***Motion:***

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

**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

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Mellor** said he would send an email to Councilmembers.

**Mayor Anderson and City Council Reports**

**Layton** said she may be out of town during the upcoming regular swearing in ceremony.

**Isaacson** said the mosquito abatement board approved a contractor for their new building. They stopped spraying for mosquitoes after September.

**Mayor Anderson** said the State should not punish cities who are doing things right regarding moderate-income housing. For example, if the city has a certain ratio of multifamily, they should not be penalized. If those doing it right get punished for everyone else doing it wrong, then there is no incentive.

**Leeman** said he heard that the Shepard overpass would open this week. **Mellor** said he would confirm.

**ADJOURNMENT**

***Motion:***

**Layton** made a motion to adjourn the meeting at 11:14 p.m.

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

Mayor Pro Tempore/Councilmember Alex Leeman  
 Councilmember Roger Child  
 Councilmember Scott Isaacson

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

Councilmember Melissa Layton  
Councilmember Amy Shumway

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

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**DeAnn Carlile**, Recorder