

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, April 7, 2026** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION - 6:00 p.m.

- Parks discussion
- Capital projects schedule and outlook
- Discussion of regular session items upon request
- Councilmember comments

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

- Invocation - Amy Shumway, Councilmember
- Pledge of Allegiance - Brigham Mellor, City Manager

PRESENTATIONS:

- Recognition of Liam Marlor as Student of the Month [Page 3](#)

PUBLIC HEARINGS:

- Consideration of an ordinance vacating a certain portion of the Glovers Lane right-of-way [Page 5](#)

BUSINESS:

- Project Master Plan, Development Agreement and Concept Site Plan for a Medical Clinic [Page 15](#)
- Zone Text Amendment - Clarifications within the Subdivision Ordinance [Page 45](#)
- Zone Text Amendment to Driveway Surface requirements [Page 52](#)
- Zone Text Amendment to OTR (Original Townsite Residential) Lot Size Flexibility and Additional Lot Incentives [Page 58](#)
- Wildland Urban Interface (WUI) map consideration [Page 64](#)
- Seasonal Ban and Outdoor Burning Ordinance [Page 87](#)

SUMMARY ACTION: [Page 90](#)

1. Approval of Minutes 03.03.26, 03.07.26, 03.08.26, 03.12.26

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn.
DeAnn Carlile Posted on April 2, 2026*

CITY COUNCIL AGENDA



PRESENTATION

AGENDA TITLE: Student of the Month - Liam Marlor

MEETING DATE: April 7, 2026

Farmington City Student of the Month

Liam Marlor



Liam is an exemplary student in every way. He demonstrates outstanding character, leadership, and kindness both in and out of the classroom. He consistently goes above and beyond setting a positive example to all his peers. Great Job Liam.

Nominated by Becky Berry

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Consideration of an ordinance vacating a certain portion of the Glovers Lane right-of-way

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: April 7, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Community Development Director
Date: 04/07/2026
Subject: Consideration of an ordinance vacating a certain portion of the Grovers Lane right-of-way (STR-4-24).

RECOMMENDED MOTION

Move that the City Council approve the proposed ordinance vacating a certain portion of the north side of the Grovers Lane right-of-way located between 925 West Street and the West Davis Corridor subject to the following conditions:

- 1. The vacation shall include a remnant portion of right-of-way created after the realignment of Grovers Lane on the north side as illustrated on the enclosed vicinity map;**
- 2. The applicant shall:**
 - a. Provide a legal description for Exhibit A of the enclosed ordinance as well as legal descriptions for the individual areas to be deeded to adjacent property owners.**
 - b. Prepare descriptions easements which are acceptable to Farmington City to be included with the Quit Claim deed for each adjacent resident.**

Findings:

- 1. The vacation does not interrupt the access or service of the general public or property owner.**
- 2. The vacation of the right-of-way as identified creates makes for better use of the property and will reduce the maintenance burden of the City.**
- 3. The City’s Development Review Committee (DRC) has reviewed and is alright if the City vacates the proposed portion of the Grovers Lane right-of-way provided easements are put in place to account for utility infrastructure.**

BACKGROUND

The construction of the West Davis Corridor caused a realignment in a section of Grovers Lane that has created a fairly large remnant property that adjacent

residents have interest in using and maintaining while the City's use for this portion of the right-of-way if for utility functions only.

This proposed street vacation would give each resident adjacent to the old street a portion of the property which they would then maintain while leaving easements in place to account for the interests of the city or other utility entities.

Supplemental Information

- a. Vacation Ordinance
- b. Quit Claim Deed Draft

Respectfully submitted,



Lyle Gibson
Community Development Director

Review and concur,



Brigham Mellor
City Manager

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026-

AN ORDINANCE VACATING A CERTAIN PORTION OF THE GLOVERS LANE PUBLIC RIGHT OF WAY BETWEEN 925 WEST AND THE WEST DAVIS CORRIDOR WITHIN FARMINGTON CITY, STATE OF UTAH.

WHEREAS, said request is for the vacation of a portion of the Glovers Lane public right-of-way approximately four hundred and thirty feet (430') by sixty-six feet (66'); and

WHEREAS, the governing body of Farmington City has determined that there is good cause for the requested vacation and it will not be detrimental to the general interest of the public to grant the same; and

WHEREAS, the Farmington City Council has caused all required public notices to be given, and has held all appropriate public hearing regarding such vacation;

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

Section 1. Street Vacation. The City Council of Farmington City hereby declares that a portion of the Glovers Lane right-of-way as more particularly described in Exhibit "A," attached hereto and incorporated herein, is hereby vacated and combined with adjacent Davis County Parcel ID #s 08-562-0119, 08-584-0308, 08-584-0309, and 08-584-0310 respectively as described in Exhibit "B".

Section 2. Rights not Affected. The action of the City Council vacating a portion of the public right-of-way provided herein shall operate as a relinquishment of the City's fee therein, provided that nothing herein shall be construed to vacate, impair or otherwise affect any real property interest, easement, right-of-way, holding or franchise right therein of any public utility or other property owner, governmental or private.

Section 3. Recorded. A certified copy of this Ordinance shall be recorded in the office of the Davis County recorder, State of Utah, and the necessary changes made on the official plats and records of the County to accomplish the purpose thereof.

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 7th day of April 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit "A"

INSERT LEGAL DESCRIPTION OF TOTAL ROW VACATION AREA







Right-of-way Vacation Area

Exhibit "B"

INSERT INDIVIDUAL LEGAL DESCRIPTIONS OF ROW WITHIN VACATION AREA TO BE GIVEN TO ADJACENT LOTS



-  Area to be combined with Lot 310
-  Area to be combined with Lot 309
-  Area to be combined with Lot 308
-  Area to be combined with Lot 119

THIS SPACE PROVIDED FOR RECORDER’S USE ONLY:

Please combine with parcel ID: _____

WHEN RECORDED RETURN TO:

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

**QUIT CLAIM DEED FOR VACATED PUBLIC STREET
WITH RESERVATION OF PUBLIC UTILITY EASEMENT AND SLOPE
EASEMENT**

GRANTOR, Farmington City, a municipal corporation, having considered a petition to vacate public street abutting GRANTEE’s property and approving that vacation subject to reserved easements described in this Deed, conveys, releases and quit claims to the GRANTEES, _____, the following described real estate, situated in Farmington, in the County of Davis, State of Utah:

[INSERT LEGAL DESCRIPTION OF AREA BEING VACATED]

The included Exhibit A is a visual depiction of the above referenced legal description, as well as the easements reserved in this Deed.

Grantor grants all of the Grantor’s rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor nor Grantor’s heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof, except as reserved in this Deed.

Notwithstanding, the conveyance of this property is made subject to the following reservations:

Public Utility Easement

Grantor retains, reserves and shall maintain a public utility easement (“Public Utility Easement”) for the installation, placement, repair, use, removal or maintenance of existing and future utility lines on, over and under the following described portion of this property, which is graphically depicted in Exhibit A:

[INSERT LEGAL DESCRIPTION OF PUBLIC UTILITY EASEMENT]

The Public Utility Easement shall be kept free of all structures and trees and is restricted to landscaping. Gates or removable panel fencing is required if Grantee installs fencing on the East or West sides of the Public Utility Easement.

Grantor reserves the right to enter upon the Public Utility Easement as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace public utility infrastructure. Except in cases of emergency, Grantor shall provide reasonable notice of not less than twenty-four (24) hours prior to commencing work in the Public Utility Easement.

Slope Easement

A slope easement (the “Slope Easement”) is reserved by the City which restricts structures (except fences) within the slope easement. The slope of the current embankment within the Slope Easement must be preserved and may not be adjusted by Grantee. The Slope Easement is graphically depicted in Exhibit A, and is more particularly described as:

[INSERT LEGAL DESCRIPTIONS OF SLOPE EASEMENTS]

Grantor reserves the right to enter upon and maintain the Slope Easement in order to maintain the structural integrity of right-of-way improvements, and may remove fences or other obstructions in order to do so. Except in cases of emergency, Grantor shall provide reasonable notice of not less than twenty-four (24) hours to commencing work in the Slope Easement.

Grantors’ Signatures:

Dated: _____

Brett Anderson, Mayor
Farmington City Corporation

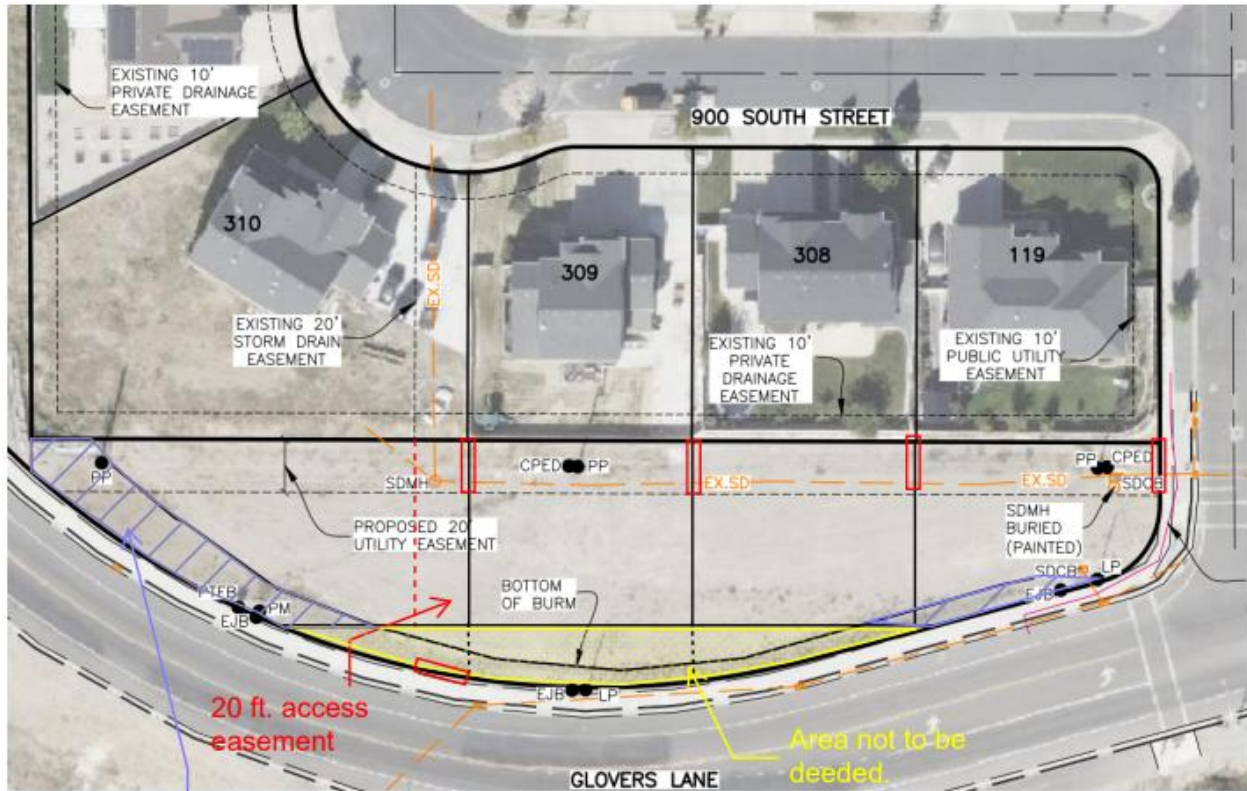
STATE OF UTAH)
)ss:
COUNTY OF DAVIS)

This instrument was acknowledged before me on this ___ day of _____ 2026 by Brett Anderson, Mayor, on behalf of Farmington City Corporation.

Notary Public
My Commission Expires: _____

Exhibit A

-DRAFT EXHIBIT-



Slope Easement area

Utility Easement: This area shall be restricted to landscaping, no trees, need gate access or removable panel fencing if fencing installed over easement for access.

Access Easement: This is the most likely path of access for maintenance of utilities. Needs gate access if fencing installed.

Non Deeded Area: This is land outside of the old Grovers Lane right-of way which was deeded to the city with restrictions. It is a no build area, but may be fenced for use up to the back of sidewalk as long as gated access remains to the 20 ft. north/south Access Easement.

Slope Easement: Fencing may be installed to new property line at back of sidewalk, but embankment must remain intact and no structures other than fencing are permitted.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Project Master Plan, Development Agreement and
Concept Site Plan for a Medical Clinic

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: April 7, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson –Community Development Director
Date: 4/7/2026
Subject: Project Master Plan, Development Agreement and Concept Site Plan for a Medical Clinic.

RECOMMENDED MOTION

Move that the table a decision on the proposed Project Master Plan and Development Agreement.

Findings:

1. Tabling a decision on this item will allow additional discussion and possible solutions related to property boundaries and a potential land swap involving this property.

Note: The Planning Commission recommended approval of the proposed PMP and DA. The issue of the property boundary was brought up during the meeting but was not included in the recommended motion. There were indications at that time that the applicant who was recently made aware of the interest in the boundary exchange would look into the possibility and reach out to interested parties.

BACKGROUND

The subject property is governed by the OMU zoning district and the Park Lane Commons Project Master Plan which identifies the property as area I allowing a mix of commercial and medical uses (see excerpt 1.1.1.6 from the Park Lane Commons DA below. Both the existing zoning and agreement allow for the development of a medical facility subject to following the design criteria of the mixed use zoning districts found in FMC 11-18.

Existing Project Master Plan:



Allowed Uses Per Existing Development Agreement:

- 1.1.1.6. Area I (OMU)
- A mixed use commercial area with medical, office, restaurant, medical, elderly care facilities, life skills and addiction recovery facilities, educational & training facilities, motel, assisted living, retail and other uses allowed by the Ordinance.

Having established that the proposed use is allowed on this property, the focus of the site specific PMP amendment and Development Agreement is for the consideration of the site layout and building design.

The mixed use zones encompassing Station Park and areas north include strict design criteria for the purpose of allowing “flexibility in design and the uses allowed is provided to encourage a diversity of uses that can respond to market forces while being consistent with a design that promotes a transit and pedestrian oriented pattern of development.”

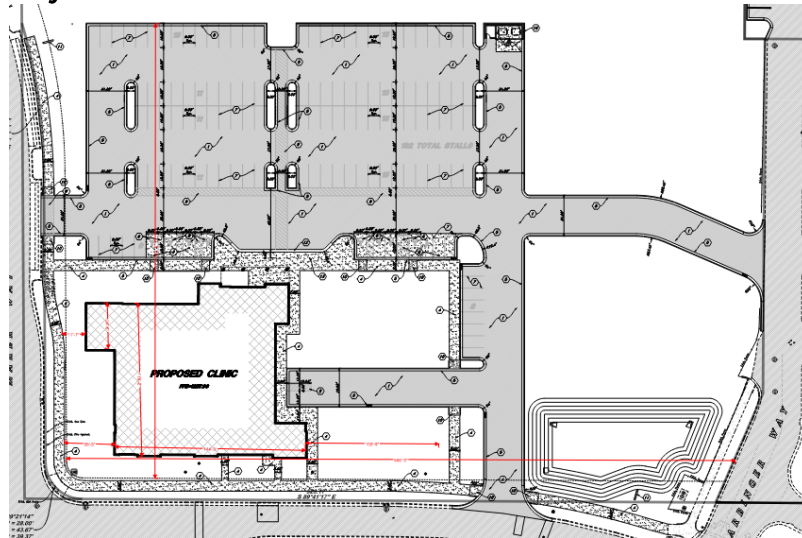
So while the standards are very specific and strict, Section 140 of the Mixed Use Districts code allows the city to consider deviations from the established standards as a means to consider projects case by case for what is appropriate.

While IH owns more than 8 acres of property, the ordinance allows for the review of only that portion ready for development as a zone lot.

IH has proposed a facility that is sited at the corner of their property/zone lot consistent with the vision and purpose of the mixed use area, but the current design requires a case specific review of the Planning Commission and City Council for the following elements:

- **Building Siting**

- 11-18-060: Building Form and Site Envelope Standards requires that a building on a Collector Road such as Burke and Market cover **60%** or more of the lot frontage.
 - The proposed building covers only 29% of the frontage along Burke Lane and 35% of the frontage along Maker Way.
 - IH does anticipate a future expansion of the proposed clinic which would bring the frontage total along Burke Lane to 50 % coverage.
 - While the Burke Lane frontage meets the minimum percentage of the building within the Build to Range (RBR) of 75%, the Maker Way Frontage is only 30% within the RBR



- **Architectural Detail**

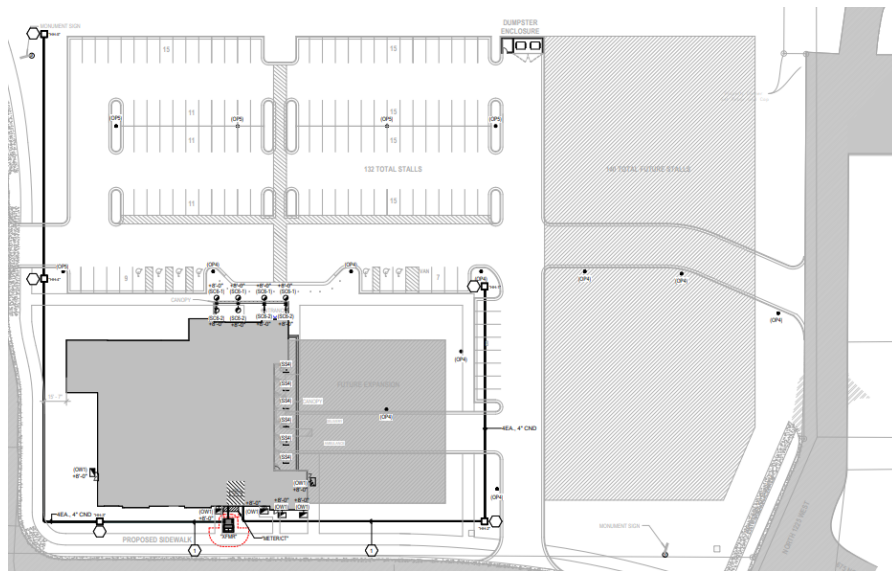
- 11-18-070 (B)(c)(1) requires among other items that the building have a minimum of **60%** of its street facing facades as fenestration (glass) at street level with 30% on upper levels.
 - The south facing façade seen from Burke Lane has 32% fenestration coverage and the west facing façade seen from Maker Way has 50 % coverage.
- The code also requires that each building with street frontage shall have a primary entrance either facing or clearly visible and accessible from the public street.
 - The main entrance is on the north façade of the building so it is visible from Maker Way and there is a walkway connecting it to the Maker Way sidewalk. The Planning Commission and City Council should decide if this meets the requirement or if they are willing to approve it as designed if it does not.

At this level of review those particular elements are the most notable differences from the code. A development agreement for a Supplemental Project Master Plan has been prepared for the consideration of the Planning Commission and City Council which would allow for the building as designed including the noted deviations.

Staff has included language in the draft agreement to require additional vegetation, specifically trees, along the south façade where there are large segments of the building without fenestration.



Future Expansion Details:



Respectfully submitted,

Lyle Gibson
Community Development Director

Review and concur,

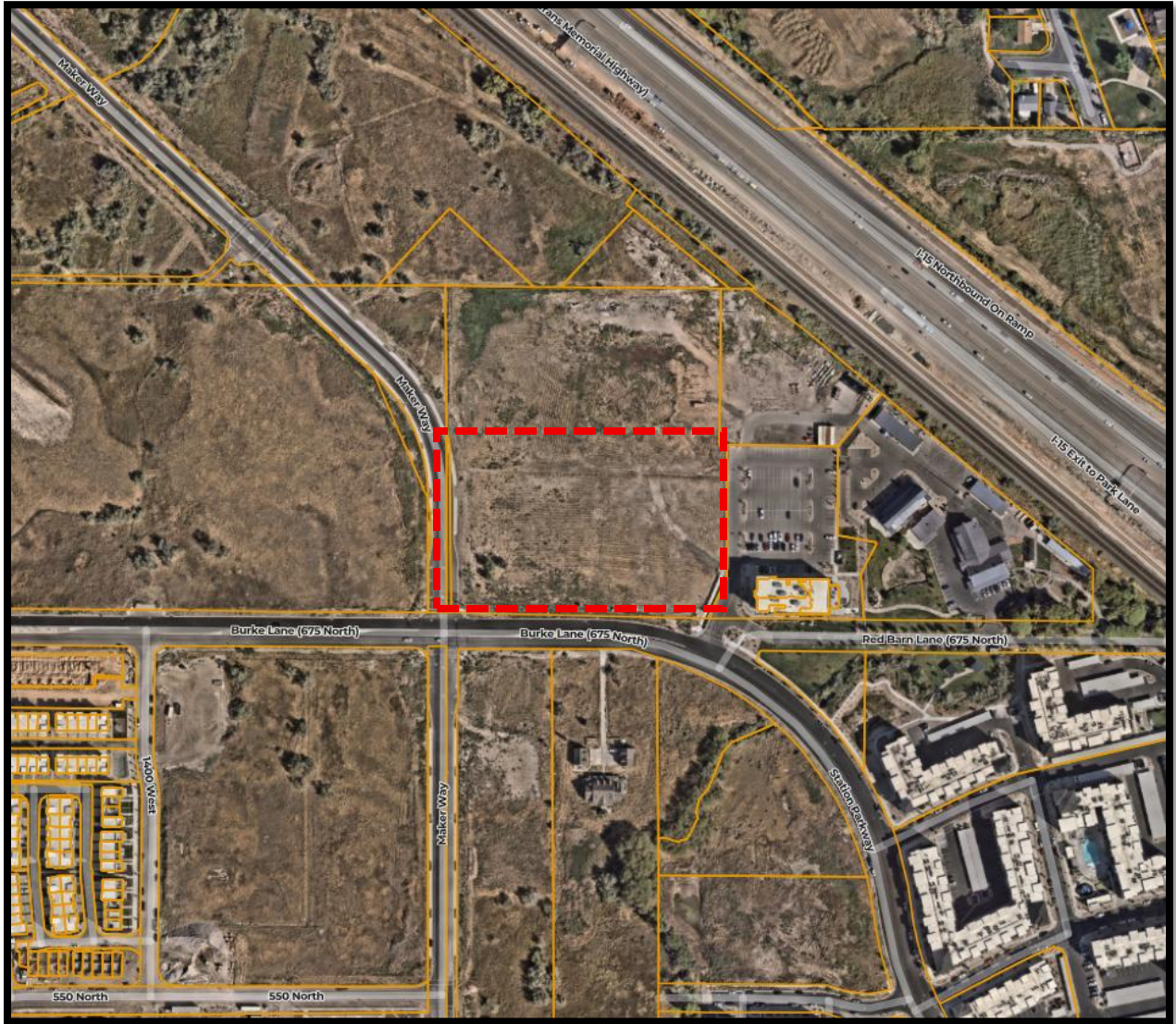
Brigham Mellor
City Manager

Approved as to form /s/Paul Roberts

Supplemental Information

1. Vicinity Map
2. Supplemental Development Agreement
3. Project Master Plan including: Site Plan, Landscape Plan, Elevations
4. Concept land swap exhibit

Vicinity Map



Burke Lane and Maker Way

After recording, please send to:

Farmington City
Attn: City Recorder
160 S. Main Street
Farmington, Utah 84025

DEVELOPMENT AGREEMENT

This Sub-Development Agreement (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between [IHC Health Services Inc] (“Developer”), and Farmington City, a municipality and political subdivision of the State of Utah (the “City”). City and Developer are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Developer owns 8.47 acres of land on the northeast corner of Burke Lane and Maker Way identified as parcel ID #08-060-0054. Of this acreage, Developer is developing approximately 4.5 acres of real property more particularly described on Exhibit A attached hereto (the “Property”), which Property is proposed for the construction of a medical facility (the “Facility”).

B. By executing the consent and acknowledgment below, Owner agrees that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement.

C. Developer may seek approval for its development of the Property pursuant to Section 11-18-140 of the Farmington City Code, which requires approval of this Agreement together with the Project Master Plan or Development Plan (defined below) for the Property.

E. By this Agreement, the City and Developer confirm the Property’s vested entitlements for development of the Project (defined below). The City has determined that entering into this Agreement furthers the purposes Title 10, Chapter 9a of the Utah Code, the Utah Municipal Land Use, Development, and Management Act; the City’s General Plan; and the City’s land use ordinances. As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement and the Development Plan. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

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

1. **Recitals; Definitions.**

1.1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2. **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

1.2.1. “Agreement” means this Agreement including all of its exhibits.

1.2.2. “Applicable Law” has the meaning set forth in Subsection 15.1.

1.2.3. “City” means the City of Farmington, and includes, unless otherwise provided, any and all of the City’s agencies, departments, officials, employees or agents.

1.2.4. “City Code” means the Farmington City Code in effect as of Effective Date.

1.2.5. “City Council” means the city council of the City.

1.2.6. “Development Plan” means the concept development plan for the Property attached hereto as Exhibit B and constitutes the project master plan contemplated by Sections 11-18-080 and 11-18-140 of the City Code and the vested rights of this agreement.

1.2.7. “Effective Date” has the meaning set forth in the Section 2 below.

1.2.8. “Final Plat” means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.

1.2.9. “Future Law” means the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the City which may be in effect in the future at any time when a Land Use Application is submitted and which may or may not apply to the Project based upon the terms of this Agreement.

1.2.10. “Land Use Application” means an application required by Title 11 of the City Code that is required to develop land and construct improvements thereon.

1.2.11. “Lot(s)” means a tract of land that is created by and shown on a subdivision plat approved by the City and recorded with the Davis County Recorder’s Office.

1.2.12. “Open Space” means areas within the Project that include natural areas, landscaping, trails, or other areas of the Property that are not Lots.

1.2.13. “Private Roads” means the private roads located in the Property.

1.2.14. “Private Road Section” means the cross-section depicted on the Development Plan which establishes the dimensions for the Private Roads.

1.2.15. “Project” means the development to be constructed by Developer on the Property and includes, but is not limited to a Medical Facility, Private Roads, and Open Space.

1.2.16. “System Improvement” means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large.

1.2.17. “Term” has the meaning set forth in Subsection 15.2 below.

2. **Effective Date.** This Agreement is effective as of [Date] (the “Effective Date”).

3. **Vested Rights and Legislative Powers.**

3.1. **Vested Rights.** As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including the Development Plan, and Applicable Law. Specifically, Developer is vested with the right to:

3.1.1. Develop and construct the Project in accordance with the Development Plan and this agreement.

3.1.2. Develop the Property in accordance to the permitted uses in the Farmington City OMU zone including but not limited to medical facilities.

3.1.3. Connect to existing public roads and infrastructure as depicted on the Development Plan and approved by the City. The Parties specifically intend that this Agreement grants to Developer, and its permitted assigns, “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-9a-509. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law, and at equity.

3.2. **Applicable Law.** The City's Future Laws with respect to the Project or the Property shall not apply except as follows:

3.2.1. **Developer Agreement.** Future Laws that Developer agrees in writing to the application thereof to the Project;

3.2.2. **Compliance with State and Federal Laws.** Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses and the densities described in this Agreement;

3.2.3. **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare, and that do not require the revision or reconfiguration of the road areas depicted on the Development Plan;

3.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and/or entities similarly situated;

3.2.5. **Fees.** Changes to the amounts of fees for the processing of Land Use Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and

3.2.6. **Impact Fees.** Impact fees or modifications thereto which are lawfully adopted, imposed, and collected on all areas of the City.

4. **Zoning; Connectivity.** Developer shall develop the Property in a manner that is consistent with the uses allowed by this Agreement and conceptually depicted in the Development Plan.

4.1. **Zoning.** The Project will be developed in accordance with (i) this Agreement (ii) the Development Plan, and (iii) the requirements of the Office Mixed Use District (OMU).

4.2. **Layout; Circulation and Connectivity.** Developer is entitled to develop the Project in accordance with the dimensional requirements and development standards allowed by this Agreement and the Development Plan. The City hereby consents to the layout and widths of the Private Roads and Parking Area as generally depicted on the Development Plan. The Private Roads and Parking Area are for the sole use of the owners, guests, invitees, lessees, or permittees of the Medical Facility within the Project. Developer may seek to amend the Development Plan pursuant to Section 11-18-140.H of the City Code.

4.3. **Deviations.** Developer shall be allowed to construct a building and develop the Property with deviations from standards found in applicable code specifically as outlined herein:

4.3.1. Fenestration. Developer shall be allowed to build a building which has less than the required 60% fenestration required by code but a minimum of 30% fenestration on the south façade and 50% fenestration on the west façade at street level shall be required. This reduction shall be permitted for the initial building identified in the Development plan and future additions.

4.3.2. Building Siting. Developer shall be permitted to develop the site in a manner that is consistent with the Development Plan but where the 60% coverage requirement for building siting found in Farmington City Code 11-18-060 is reduced to allow for a minimum coverage of 25% along Burke Lane and 30% along Maker Way.

4.3.3. Primary Entrance. City finds that the Building Entrance as designed meets the requirements of Farmington City Code 11-18-070.

5. **Developer Obligations.**

5.1. **Improvements.**

5.1.1. Private Improvements. Developer shall be responsible for constructing and maintaining all Private Improvements within the Project in accordance with the Development Plan. The Private Improvements including but not limited to Private Roads, Parking Areas, Buildings, Walkways, and Landscaping, will be privately owned and maintained by Developer.

5.1.2. Sidewalks. Developer shall construct and maintain the Burke Lane and Maker Way sidewalk improvements as shown in the Development Plan. Sidewalks shall be 8 feet in width with an 8 foot wide parkstrip separating the sidewalk from the property line or public street curb improvements This 16 foot area shall be subject to public utility easements and public access easement.

5.1.3. Project Improvements. Developer shall be responsible for constructing and installing the culinary water, secondary water, sewer, stormwater management facilities, and storm drain distributions lines within the Project that are necessary to connect to existing public infrastructure (collectively, the “Project Improvements”). The Project Improvements shall be dedicated to the City, local district(s), or service provider(s), as applicable.

5.2. **Landscaping**

5.2.1. Site Landscaping. The site shall be landscaped in accordance with the City’s waterwise landscape standards and as generally shown in the Development Plan. Developer shall be required to install and maintain all street trees between the sidewalk and curb as required by Farmington City Ordinance. In addition to street,

landscaping including trees and depicted in the Development Plan shall be installed with the addition of trees between the sidewalk and the building on the south side of the building where there are gaps in fenestration which exceed 10 feet in width.

5.3. **Maintenance.** Developer shall maintain cleanliness of the Property including general upkeep of the building a landscaping. This section shall survive termination of this Agreement.

6. **City's Obligations.**

6.1. **Conditions of Approval.** The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; (b) promptly meet and consider such actions as required by Title 10, Chapter 9a of the Utah Code, the Utah Municipal Land Use, Development, and Management Act, and applicable City ordinances to provide all appropriate consents, approvals, and opinions as requested by Developer from time to time. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

6.2. **Dedication of Right of Way or Easements.** Developer shall be required to dedicate property and the City shall accept Developer's dedication of any right-of-way to ensure the property line goes to the back of curb for existing street improvements. Developer shall also be required to dedicate Public Utility and Access Easements related to Burke Lane or Maker Way for the purpose of facilitating space for utilities needed to service the Property and nearby properties as well as grant permission for the use of sidewalk adjacent to the street improvements as shown in the included Development Plan, so long as it is constructed to the City's standards and specifications. Acceptance of dedication associated with this development shall conform to all standard City practices, including applicable warranty periods and bond retention.

6.3. **System Improvements.** The City shall not require Developer to construct or upsize any System Improvement, unless the City and Developer execute a reimbursement agreement on terms acceptable to Developer.

7. **Future Approvals.** Developer is required to submit Land Use Applications through the regular land development process and such Land Use Applications shall be reviewed by the City's staff. The City's staff shall approve a Land Use Application if the Land Use Applications complies with this Agreement and the applicable provisions of the City Code. All future Land Use Application approvals will be reviewed in accordance with the vested rights referenced in Section 3.1 of the Agreement.

8. **Wetlands.** Developer shall preserve and not develop upon any wetlands within the Project unless any such development complies with the wetland requirements of the U.S. Army Corps of Engineers or other applicable governmental agency.

9. **Assignment.** Notwithstanding anything to the contrary in this Agreement, the rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer without the consent of the City, where such assignment is to an affiliate, or to an entity controlled or owned by Developer. All other assignments shall require the consent of the City as provided herein.

9.1. **Notice.** Developer shall give notice in accordance with Section 13 of this Agreement to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 10. Such notice shall include providing the City with all necessary contact information for the proposed assignee.

9.2. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

9.3. **Grounds for Denying Assignment.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

9.4. **Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

10. **Integration.** This Development Agreement, along with the Master Development Agreement, contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto.

11. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **Legal Rights.** The Developer is represented by counsel and has had an opportunity to receive advice from counsel on this matter. The Developer agrees that any obligation entered into

in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-9a-532(2)(c)(i) of the Utah Code. The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement under section 10-9a-532(2)(c)(ii), and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.

13. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the party for whom intended, (b) sent by nationally recognized express delivery service, or (c) or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods describe above.

To Developer:
IHC Health Services Inc.
CONTACT INFO:

and

To the City:
Farmington City
Attn: City Attorney
160 S. Main Street
Farmington, Utah 84025
Email: proberts@farmington.utah.gov

With a copy to:
Farmington City Manager
160 S. Main Street
Farmington, Utah 84025
Email: bmellor@farmington.utah.gov

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

14. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment must be recorded in the Davis County Recorder's Office to be effective.

15. **General Terms and Conditions.**

15.1. **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the rules, regulations, official policies, standards, and specifications applicable to the development of the Project in effect on the Effective Date (the “Applicable Law”), including the applicable City Code, resolutions, state law, and federal law.

15.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all Dwelling Units to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder’s Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years (as applicable, the “Term”).

15.3. **Run with the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy developed Lots or Dwelling Units within the Project, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents.

15.4. **Default & Remedies.** If either Developer or the City fails to perform their respective obligations under the terms of this Agreement (as applicable, the “Defaulting Party”), the non-defaulting party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the City elects to consider terminating this Agreement due to an uncured default by Developer, then the City shall give to Developer written notice of the City’s intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City’s legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to, or at the time of, said public meeting. If the City’s legislative body determines that a material uncured Default has occurred and is continuing, the City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

15.5. **Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due, Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

15.6. **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the City Council's approval of this Agreement and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a notice of rescission pursuant to this Subsection 15.6, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the approval of this Agreement, then either party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement.

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

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

15.9. **Performance.** Each Party, person, and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person, and/or entity governed by this Agreement, the development of any portion of the Property, or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

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

15.11. **Third Party Rights.** The Parties to this Agreement are Developer and the City. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

15.12. **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering, and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

15.13. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars or civil commotions; pandemics; fires or other casualties; or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

15.14. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and Developer.

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

FARMINGTON CITY

By: _____

Name: _____

Its: _____

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2026, personally appeared before me _____, the authorized signer of Farmington City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Farmington City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Approved as to Form:

Paul Roberts
City Attorney

EXHIBIT A

Description of the Property

Davis County Parcel ID # 08-060-0054

Legal Description:

A PART OF THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M; BEG AT A PT 468.46 FT S 00°00'21" E ALG THE SEC LINE & 822.58 FT N 89°56'57" W FR THE E 1/4 COR OF SD SEC 14; & RUN TH S 00°19'24" W 316.90 FT; TH S 89°41'17" E 15.50 FT TO THE NW COR OF CONDO PLAT OF ARBINGER RECORDED 01/26/2021 AS E# 3340631; TH TWO (2) COURSES ALG THE W BNDRY OF SD CONDO PLAT AS FOLLOWS: (1) S 00°18'43" W 267.72 FT; & (2) S 23°29'51" W 89.86 FT TO THE N R/W LINE OF BURKE LANE; TH N 89°41'17" W 523.17 FT ALG SD R/W LINE; TH N 00°20'03" W 667.37 FT; TH S 89°40'36" E 550.64 FT TO THE POB.

CONT. 8.468 ACRES

Visual:



EXHIBIT B

Development Plan

|



Southeast Entry View



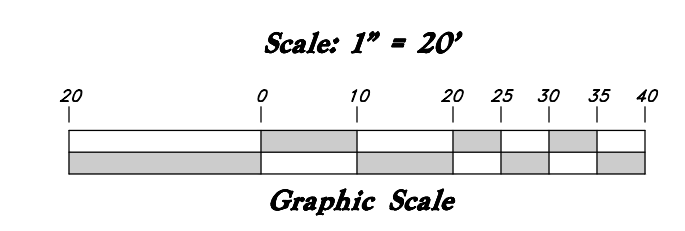
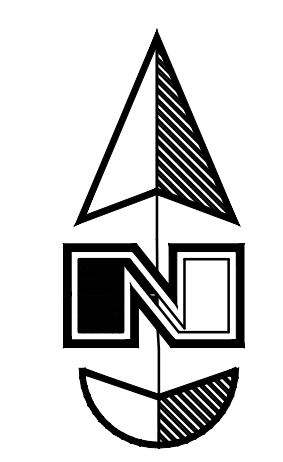
East / Northeast View



Northwest Entry View



North Entry View



Call before you Dig
 Avoid cutting, underground
 utility lines. It's the law!

Call
811
 1-800-662-4111

Legend

(Note: All items may not appear on drawing)

- San. Sewer Manhole
- Water Manhole
- Storm Drain Manhole
- Electrical Manhole
- Catch Basin
- Exist. Fire Hydrant
- Exist. Water Valve
- Water Valve
- Sanitary Sewer
- Culinary Water
- Gas Line
- Irrigation Line
- Storm Drain
- Telephone Line
- Secondary Waterline
- Power Line
- Fire Line
- Land Drain
- Power pole
- Power pole w/guy
- Light Pole
- Fence
- Flowline of ditch
- Overhead Power line
- Corrugated Metal Pipe
- Concrete Pipe
- Reinforced Concrete Pipe
- Ductile Iron
- Polyvinyl Chloride
- Top of Asphalt
- Edge of Asphalt
- Centerline
- Flowline
- Finished Floor
- Top of Curb
- Top of Wall
- Top of Concrete
- Natural Ground
- Finished Grade
- Fire Department Connection
- Exist. Contour
- Finished Grade
- Exist. Grade
- Ridge Line
- Direction of Flow
- Existing Asphalt
- New Asphalt
- Heavy Duty Asphalt
- Concrete
- Spill
- Curb & Gutter
- Demo Tree

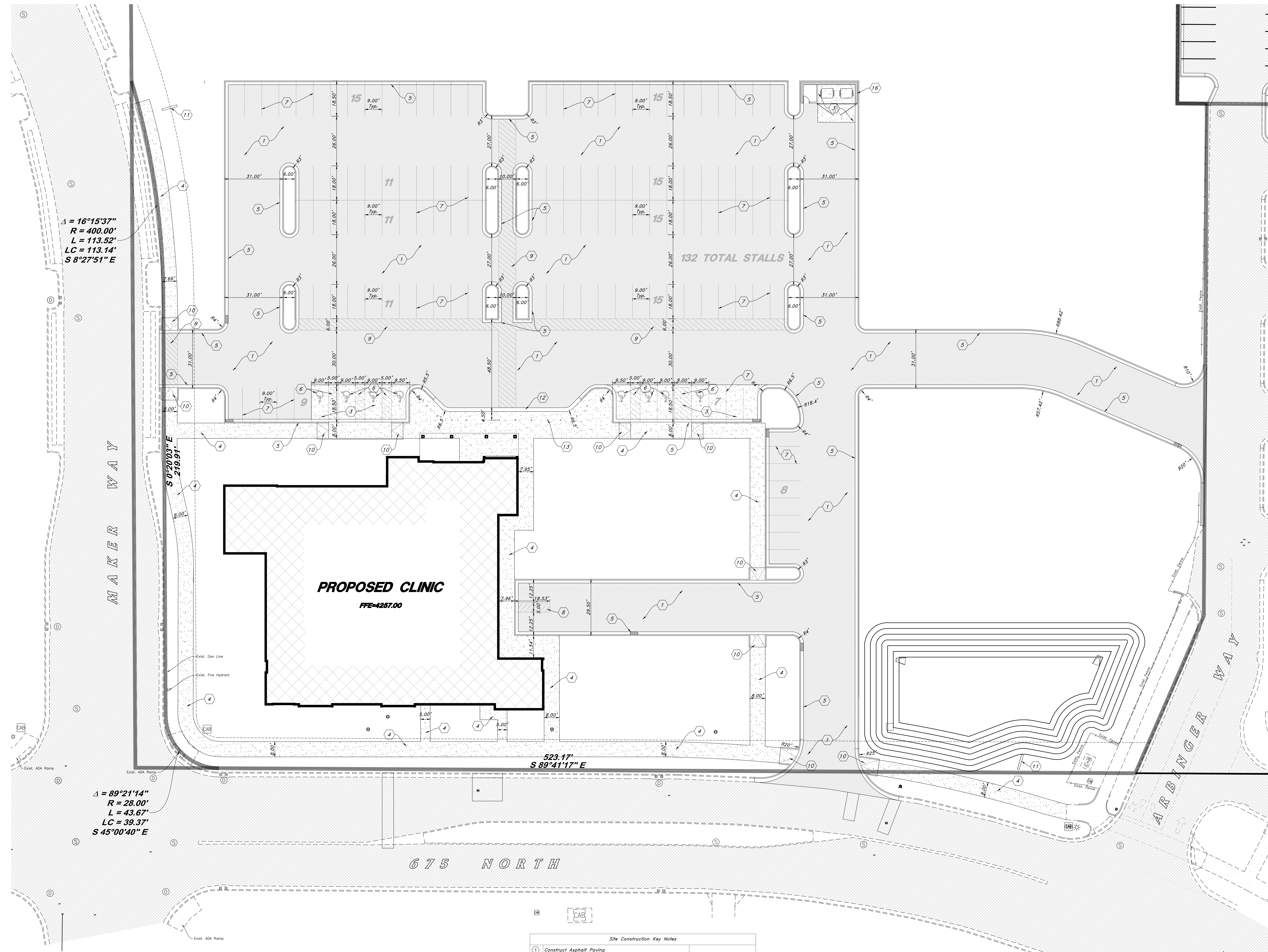
REV DATE DESCRIPTION

INTERMOUNTAIN FARMINGTON CLINIC

675 NORTH ARBINGER WAY
 FARMINGTON, UTAH
 PRELIMINARY PERMIT SET

SITE PLAN

CS100



$\Delta = 16^{\circ}15'37''$
 $R = 400.00'$
 $L = 113.52'$
 $LC = 113.14'$
 $S 8^{\circ}27'51'' E$

$S 0^{\circ}20'03'' E$
 $219.91'$

PROPOSED CLINIC
 FFE-4257.00

$523.17'$
 $S 89^{\circ}41'17'' E$

$\Delta = 89^{\circ}21'14''$
 $R = 28.00'$
 $L = 43.67'$
 $LC = 39.37'$
 $S 45^{\circ}00'40'' E$

GENERAL SITE NOTES:

- Stalls designated as accessible will require a painted accessible symbol and sign. (See Details)
- Fire lane markings and signs to be installed as directed by the Fire Marshall.
- Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
- Building sidewalks, ramps, and bollards are building contractor responsible items. See architectural plans.
- All dimensions are to back of curb unless otherwise noted.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

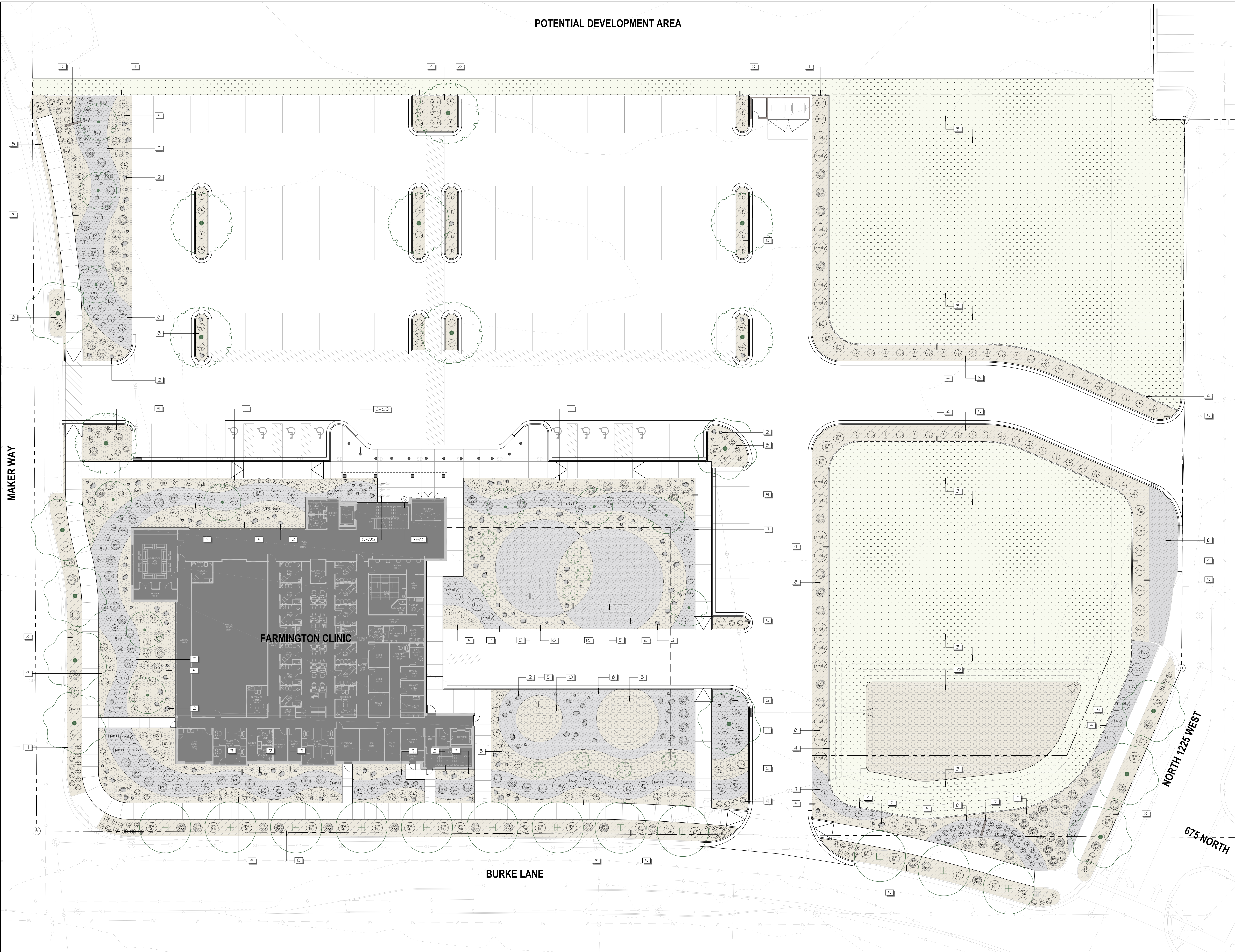
The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY

Site Construction Key Notes		
1	Construct Asphalt Paving	
2	Construct Concrete Pavement, T=4"	
3	Construct Concrete Pavement, T=6"	
4	Construct Sidewalk	
5	Construct Curb & Gutter	
6	Construct ADA Striping	
7	Construct Striping	
8	Construct "No Parking" Striping	
9	Construct Crosswalk Striping	
10	Construct ADA Ramp	
11	Construct Monument Sign	See Arch. Plans
12	Construct Zero Faced Curb	
13	Construct Bollards, Typical (12)	See Arch. Plans
14	Dumpster Enclosure	See Arch. Plans

FOR REVIEW ONLY
 Not for Construction

POTENTIAL DEVELOPMENT AREA



VCBO

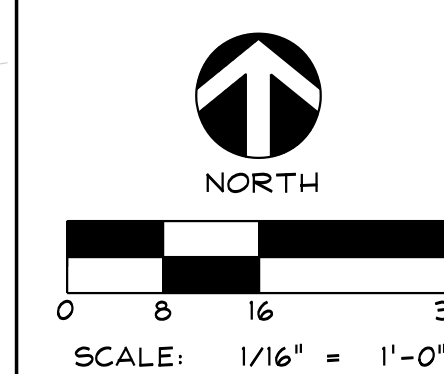
SALT LAKE CITY - HQ
 524 SOUTH 600 EAST
 SALT LAKE CITY, UT 84102
 801.575.8800

ST. GEORGE
 20 N. MAIN ST. #110
 ST. GEORGE, UT 84770
 435.522.7070

VCBO.COM
 VCBO NUMBER: 25270.00
 CLIENT NUMBER: 10020544
 DATE: MARCH 4, 2026

ArcSito
 Design, Inc
 Landscape Architecture &
 Architectural Site Design

1058 east 2100 south
 Salt Lake City, Utah 84106
 office 801.477.4522 fax 801.466.2046
 www.arcsitodesign.com

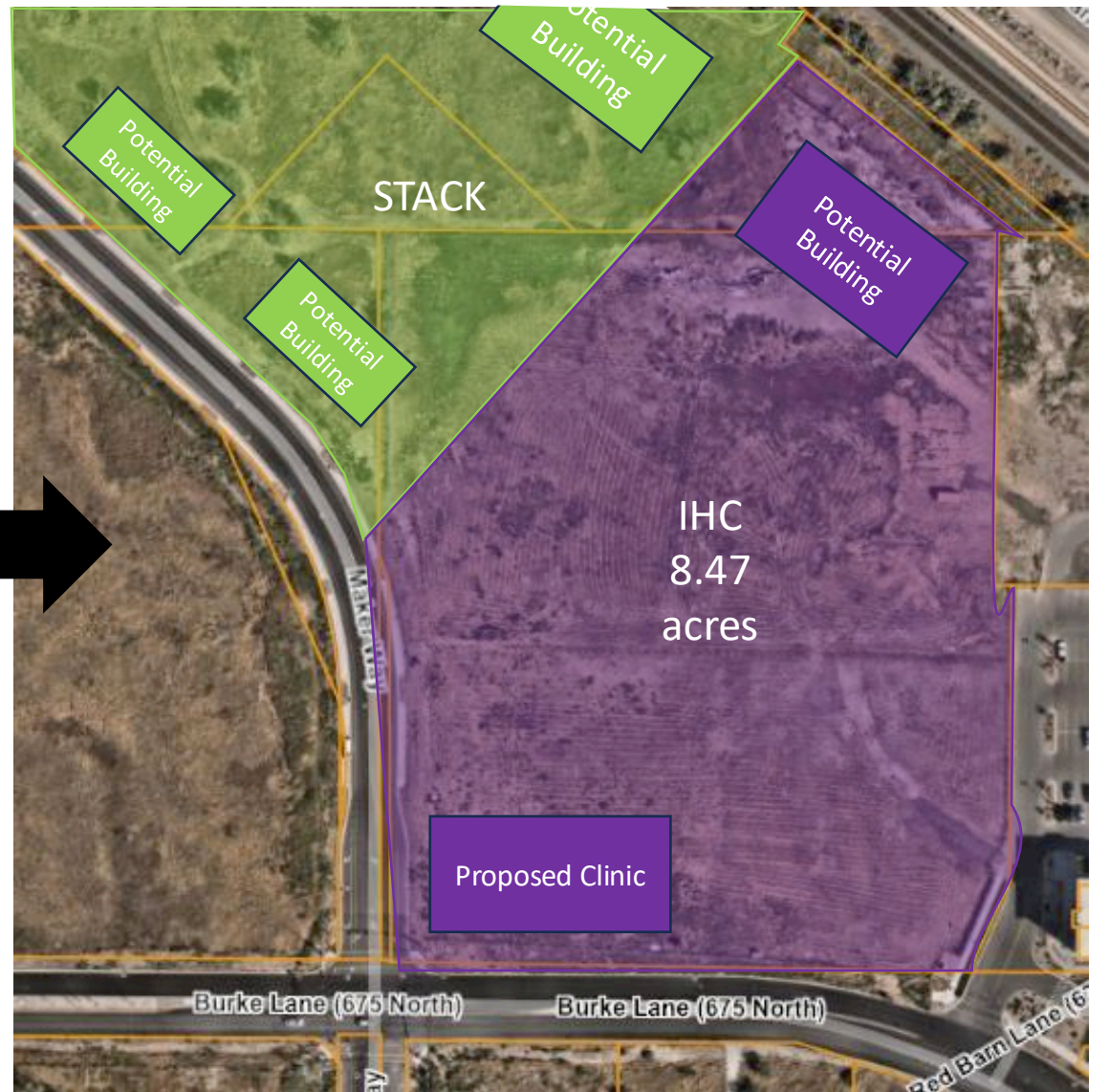
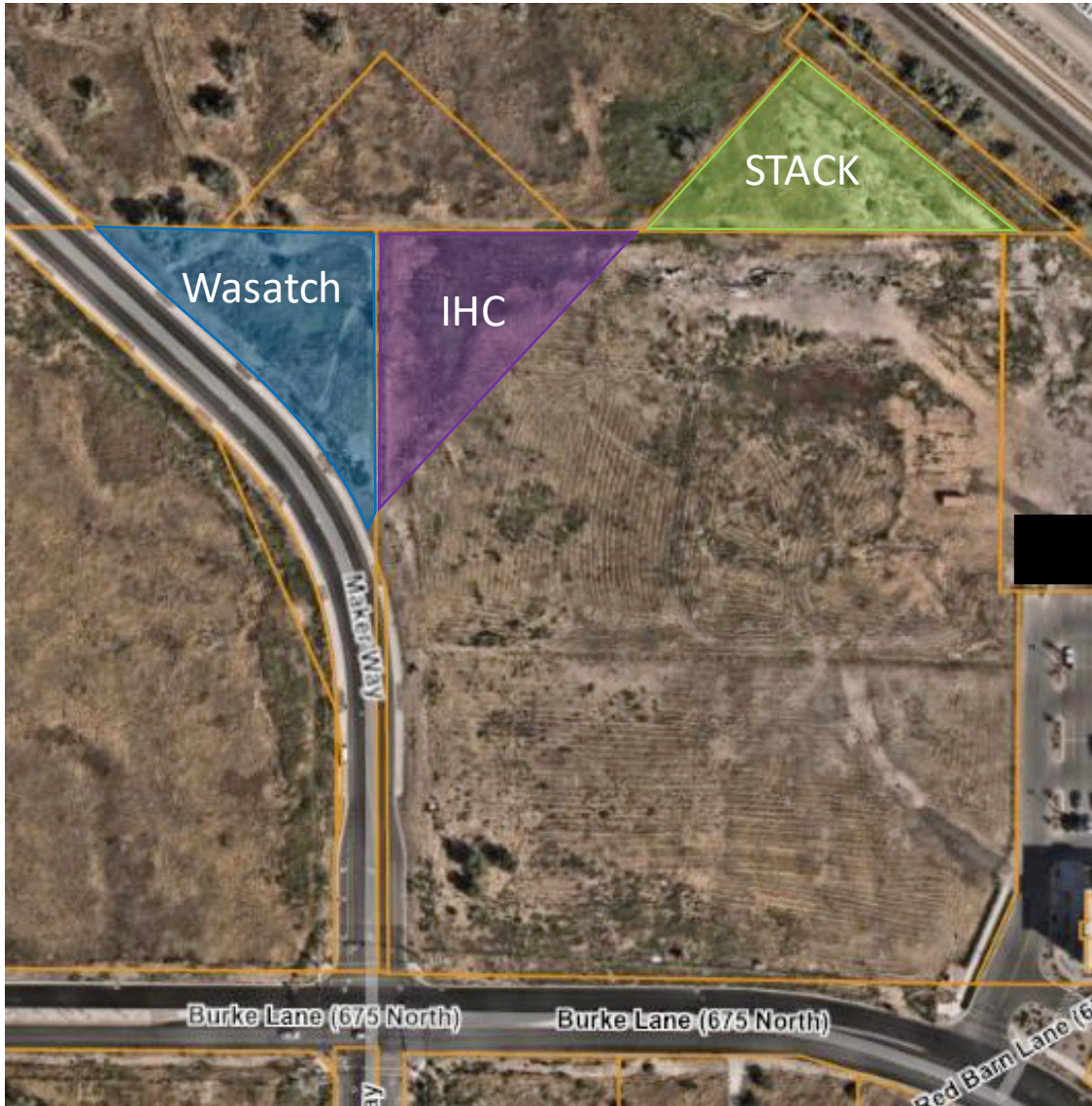


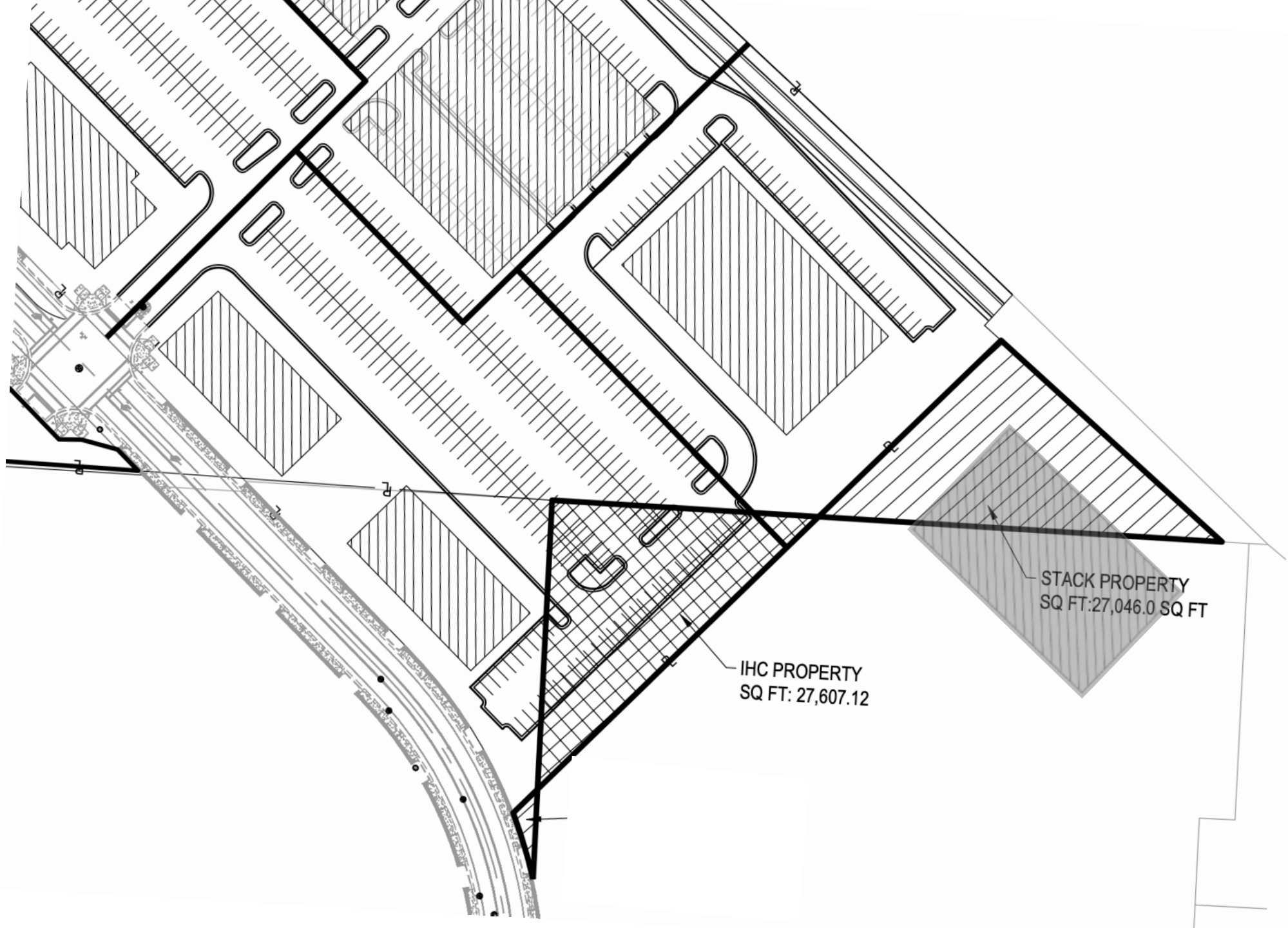
REV	DATE	DESCRIPTION

INTERMOUNTAIN FARMINGTON CLINIC
 FARMINGTON, UT
 SCHEMATIC DESIGN

LANDSCAPE PLAN
L-L101

File : E:\25084_IH Farmington Clinic\Cadd\L-Landscape.dwg Mar. 04. 2026 - 3:54pm





IHC PROPERTY
SQ FT: 27,607.12

STACK PROPERTY
SQ FT: 27,046.0 SQ FT

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Zone Text Amendment - Clarifications within the Subdivision Ordinance

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: April 7, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Community Development Director
Date: April 7, 2026
Subject: Zone Text Amendment – Clarifications within the Subdivision Ordinance

RECOMMENDED MOTION

Move that the City Council approve the included text amendment.

Findings:

- 1. The proposed text changes would clarify when a plat amendment is necessary, what type of subdivision a TDR falls under, and cleans up inconsistencies with other sections of city code.**

BACKGROUND

In working with different property owners recently, there has some confusion as to whether or not a subdivision plat is required with a lot split. To remove any uncertainty, staff is proposing amending the text of the Subdivision Ordinance to ensure the process is clear and correct. While looking through the code, a few inconsistencies have been addressed as well.

The Planning Commission recommended this zone text amendment for approval on March 19, 2026.

Respectfully submitted,



Lyle Gibson
Community Development Director

Review and concur,



Brigham Mellor
City Manager

Supplemental Information

- 1. Enabling Ordinance with proposed zone text language**

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING MULTIPLE SECTIONS OF TITLE 12, SUBDIVISIONS TO CORRECT INCONSISTANCIES AND PROVIDE CLARIFICATION TO THE CODE. (26-4)

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 reviewed the proposed amendments and deems them 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 7th day of April, 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit A:

11-30-060 (G)(5) and 11-32-060 (A)(4)

Section 11-32-060 (A)(4) is the general requirement for all driveways which simply states *'Driveways shall not exceed a slope of fourteen percent (14%).'*

Section 11-30-060 (G)(5) which applies to foothill development gives further reasoning behind the requirement. It states *'Points of access shall be provided to all developed and nondeveloped areas for emergency firefighting equipment. Driveways shall not exceed a slope of fourteen percent (14%) and shall have direct access to a public street.'*

12-1-040: DEFINITIONS:

CONVENTIONAL SUBDIVISION: Any exclusively residential subdivision of property for single family, two-family, or townhome development which meets all development standards adopted by ordinances and all minimum lot size and frontage requirements identified by the applicable zoning district. Subdivisions which include variation in lot sizes but which follow established standards and do not increase density. Subdivisions which meet moderate income housing requirements for additional lots by setting aside units for moderate income housing via deed restriction also qualify as conventional subdivisions.

NON-CONVENTIONAL SUBDIVISION: Any subdivision which is not a conventional subdivision, including but not limited to one or more of the following processes or considerations:

- A. Planned Unit Development (PUD);
- B. Conservation Subdivision;
- C. Subdivisions which deviates from development standards for public improvements;
- D. Subdivisions seeking ~~moderate income housing~~ bonus density or additional lots through means other than setting aside units for moderate income housing via deed restriction;
- E. Subdivisions which includes commercial, industrial, or multifamily development;
- F. Any subdivision requiring a project master plan (PMP) or similar approval memorialized by a development agreement.

12-5-030: LOTS:

J. Flag Lots: Flag lots may be approved by the planning commission and the city council and are prohibited except to reasonably utilize an irregularly shaped parcel, to reasonably utilize land with severe topography, to provide for the protection of significant natural or environmentally sensitive areas, or to allow a property owner reasonable use and benefit of a parcel of land not otherwise developable.

1. General Requirements: The creation of a flag lot is a subdivision, therefore all applicable subdivision ordinances, standards and regulations apply. Flag lots are for single-family residential dwellings only and are prohibited if the proposed flag lot will increase the number of access points onto a major thoroughfare.

2. Design Requirements: The design requirements for a flag lot are as follows:

- a. A flag lot shall be comprised of a stem portion and a flag portion.
- b. The stem portion must be contiguous to a dedicated public street.
- c. All buildings can be placed on the flag portion only.

- d. The front yard shall be considered one of the two (2) sides of the flag portion that adjoins the stem and all buildings must face the front yard.
- e. A flag lot must comply with all requirements, standards and ordinances as determined by the underlying zone district in which it is located. This includes setbacks, building height, accessory buildings, minimum lot size, etc.
- f. Minimum lot size calculations exclude the stem and only take the flag portion of the lot into consideration.
- g. The stem shall be at least twenty eight feet (28') wide and no longer than one hundred fifty feet (150') long.
- h. The stem shall service one lot only.
- i. No more than two (2) flag lots shall be allowed in a subdivision.
- j. For back to back flag lots, a reduction of each stem to twenty feet (20') wide is permitted where the stems abut one another.
- k. The access drive shall be at least twenty feet (20') wide and no greater than a ~~fifteen~~ fourteen percent (~~145~~%) grade. The drive shall be paved with a hard surface, such as asphalt or concrete, and conform to all applicable fire code regulations, including access to fire hydrants, emergency access and turnarounds.
- l. The access drive must have a minimum of four feet (4') wide landscaped yard along both sides.
- m. All utilities and related services (including easements) shall be provided to the flag lot in accordance with the applicable regulations and ordinances adopted by the city.

12-7-010: PURPOSE:

This chapter is intended to outline the process by which the consolidation of lots or adjustments of boundaries between lots within the city is permitted. This chapter also clarifies when a Plat Amendment is necessary.

12-7-020: WHEN PERMITTED:

A. Lot Consolidation: Two (2) abutting lots located within the same platted subdivision may be consolidated into a single lot if they share a common boundary and a common owner. Likewise, two (2) abutting metes and bounds parcels may be consolidated into a single lot if they share a common boundary and a common owner. The zoning administrator shall act as the Land Use Authority when considering a Lot Consolidation.

B. Boundary Adjustment: Two (2) abutting lots or parcels within the city may have their boundary adjusted if they share a common boundary and consent of both property owners is established by the applicant. The zoning administrator shall act as the Land Use Authority when considering a Boundary Adjustment. As it relates to platted lots, this process does not modify the recorded boundary as it relates to a building permit.

C. Plat Amendment: The subdivision of 1 or more lots in a platted subdivision or ~~T~~he shared common boundary between two (2) or more abutting lots on one or more recorded plats may be adjusted on the records of the county.

Land use approvals established in section 12-7-090 are required for all plat amendments. A Plat amendment may involve lots in adjacent subdivisions, or parcels outside of a platted subdivision as part of the amendment.

12-7-030: PROPERTY BOUNDARY UNAFFECTED:

A. Unless otherwise provided by Utah or Davis County law, lot consolidation and boundary adjustments under this chapter that are made to platted lots shall not have the effect of adjusting any property boundary in the records of the county.

B. The application shall provide a notice to an applicant that property boundaries for platted lots are not affected by lot consolidation or boundary adjustments, which may impact the owner's ability to construct improvements on the adjusted lots.

12-3-080: SUBDIVISIONS BY METES AND BOUNDS:

A. Purpose: The intent of this section is to allow the division of ~~lots-property~~ located in agricultural and residential zones into two (2) lots through the recording of approved deeds in restricted situations rather than requiring the recording of a subdivision plat.

B. Metes And Bounds Subdivisions; When Permitted: An owner or developer of property consisting of a single parcel of land of record ~~or lot~~ located within any ~~zone~~agricultural or residential zone may subdivide ~~that~~ parcel of land ~~or lot~~ into not more than two (2) lots for residential dwellings or accessory buildings related to the primary use by recording deeds containing metes and bounds descriptions of the lots without the necessity of recording a plat; provided, that:

1. The area to be divided is immediately adjacent to existing streets and utilities and does not involve the extension of any such streets or utilities;
2. The area to be divided is not traversed by the mapped lines of a proposed street as shown in the comprehensive general plan and does not require the dedication of any land for street or other public purposes;
3. The proposed lots conform to the city's zoning regulations and comprehensive general plan for the area;
4. No remnant parcels are created which, due to size, configuration or location, cannot be developed under the provisions of the Farmington City zoning ordinance;
5. No land immediately adjacent to the parcel of land or lot has been divided by the recording of metes and bounds deeds within five (5) years of the date of the application; and
6. The division of the property is approved by the city as set forth in this chapter.

C. Application: An owner or subdivider wishing to divide a single parcel of land of record ~~lot~~ within an agricultural or residential zone within the city into not more than two (2) lots shall submit an application to the city planner on a form approved by the city. The application shall detail the proposed boundaries of the property to be divided with a legal description prepared by a licensed surveyor. The application shall also be accompanied by any necessary plans for the installation of required public improvements and accompanying bond agreements. At the time the application is submitted, the applicant shall also pay the required application fee, as set forth in the city's consolidated fee schedule.

D. City Planner Review: The city planner shall review the application with applicable city departments to assure compliance with city ordinances and shall determine if the application should be submitted to the providers of any utility service for comment.

E. Requirements:

1. Improvements: As a condition of approval of a metes and bounds subdivision, the applicant may be required to install or provide the following improvements, unless specifically waived in writing by the city engineer:

- a. Boundary monuments, established in accordance with standards set forth by the Davis County surveyor and Utah Code Annotated title 17, chapter 23;

- b. Curb and gutter;
- c. Sidewalk;
- d. Asphalt or concrete paving of rights of way;
- e. Appropriate storm drainage facilities; and
- f. Public utility easements.

2. Installation: All required public improvements shall be installed in accordance with the provisions of chapter 8 of this title and the city construction standards and specifications.

3. Security: The installation of any required public improvements shall be secured as provided in section [12-6-160](#) Chapter 6 of this title.

F. Statement Of Approval: Upon approval of an application under this chapter and the performance of all required conditions by the applicant, the applicant shall submit to the city such proposed deeds as the applicant intends to record to accomplish the division of the property provided for under this chapter, along with one reproducible copy and two (2) prints of the record of survey map filed in accordance with Utah Code Annotated title 17, chapter 23. The city shall review such deeds to assure that they conform to the representations made in the application. Upon approval, the city planner shall sign a statement to be attached to the deeds reflecting the city's approval of the division of the property into two (2) lots.

G. DADU Parcel - An existing lot which described by Metes and Bounds which is not part of a platted subdivision may be subdivided by metes and bounds for the purpose of creating a DADU parcel as defined in Section [11-2-020](#). The Planning Commission shall act as the land use authority when considering subdivision of a parcel by metes and bounds for the creation of a DADU Parcel.

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~~ [Chapter 10-20- Part 8](#), 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: Zone Text Amendment to Driveway Surface requirements

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: April 7, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Community Development Director
Date: April 7, 2026
Subject: Zone Text Amendment – Driveway Surface Requirements

RECOMMENDED MOTION

Move that the City Council approve the included zone text amendment.

Findings:

- 1. The proposed text amendment will help to keep the city’s streets and storm drain system clean and in better operating condition.**

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:

The Planning Commission recommended this zone text amendment for approval on March 19, 2026.

Respectfully submitted,



Lyle Gibson
Community Development Director

Review and concur,



Brigham Mellor
City Manager

Supplemental Information

1. **Enabling Ordinance with proposed zone text language**

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING SECTION 11-32-060, ACCESS TO OFF STREET PARKING AND LOADING SPACES, OF TITLE 11, ZONING REGULATIONS TO ESTABLISH STANDARDS FOR CONSTRUCTION AND MAINTAINENCE OF DRIVEWAYS. (26-6)

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 reviewed the proposed change to the text of the City’s ordinances 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 7th day of April, 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit A:

11-32-060: ACCESS TO OFF STREET PARKING AND LOADING SPACES:

A. Ingress And Egress: Adequate ingress and egress to all uses shall be provided as follows:

1. Residential driveways shall be not more than twenty feet (20') in width when serving as access to two (2) properly designated spaces, or thirty feet (30') in width when serving as access to three (3) properly designated parking spaces as measured at the front or side corner property line. "Properly designated parking spaces" shall include spaces in a garage, carport or on a parking pad located to the side of a dwelling and not located within the front yard or required side corner yard. Tandem parking on a residential driveway leading to a properly designated parking space contributes to the number of parking spaces required for a single- or two-family dwelling. Additional driveway width for access to a rear yard, for more than three (3) properly designated parking spaces, or for multiple-family residential developments, or for a different location of a properly designated parking space than set forth herein, may be reviewed by the planning commission as a special exception. Residential driveways shall be designed at a width which is the minimum necessary to provide adequate access to designated parking spaces.

2. Not more than one driveway for each separate street frontage shall be permitted on lots occupied by a one-family or two-family dwelling, except under the following circumstances:

a. On lots with at least the minimum width required in the zone, one additional driveway may be permitted providing that the sum of the width of both driveways does not exceed the maximum widths specified in subsection A1 of this section;

b. For lots having at least fifty feet (50') of width in excess of the minimum required width, one additional driveway, not exceeding sixteen feet (16') in width, may be permitted.

3. A maximum of one driveway for each one hundred feet (100') of public street frontage shall be allowed for commercial and industrial uses. Said driveways shall be not more than thirty six feet (36') in width. Minimum widths of driveways shall be not less than sixteen feet (16') for one-way traffic or twenty four feet (24') for two-way traffic. Planter strips designed to separate one-way entering and exiting traffic, which are not less than four feet (4') or more than twelve feet (12') in width, shall not be included in computing the total width of driveways and do not constitute a separation of driveways as regulated by subsection B of this section.

4. Driveways shall not exceed a slope of fourteen percent (14%).

5. Driveways shall be constructed using pavement, concrete, pavers, or be built and maintained using a material which will prevents the tracking of silts and other potential pollutants into the street and/or stormwater conveyance system.

6. Driveways shall be designed so as not to convey storm water runoff directly onto adjacent properties.

7.5. Driveways shall have direct access to a public street for a building lot. Subject to satisfaction of the provisions of section 11-3-045 of this title and the grant of a special exception, direct access for a building lot may include access over one adjacent building lot, provided both building lots have full frontage on a public street, an access easement has been recorded acceptable to the city, and the full face of any dwelling unit located on both building lots fronts or is fully exposed to the public street.

B. Driveway Spacing:

1. Individual driveways or circular driveways on residential lots shall be spaced not less than forty feet (40') apart on the same lot and shall be not less than six feet (6') from side property lines unless otherwise approved by the zoning administrator.

2. Individual driveways on commercial or industrial developments shall be spaced not less than forty feet (40') apart on the same lot and shall be not less than fifteen feet (15') from side property lines except under the following circumstances:

- a. A common driveway serves adjacent land uses;
- b. Driveways cannot meet separation standards due to narrow lot frontage;
- c. Driveways cannot meet separation standards due to location of existing driveways on adjacent lots; or
- d. A professional traffic engineer, after preparing a traffic study, recommends that driveways be located closer to interior lot lines in order to maintain a safe distance from street intersections.

C. Distance From Intersections: No residential driveway shall be located closer than thirty feet (30') to the intersection of two (2) streets. This measurement shall be made from the intersection of the right of way lines of such streets. For commercial uses, industrial uses and apartments with seventeen (17) or more parking spaces, the driveway shall be no closer than forty feet (40') to the intersection of two (2) streets.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Zone Text Amendment to OTR (Original Townsite Residential) Lot Size Flexibility and Additional Lot Incentives

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: April 7, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Community Development Director
Date: April 7, 2026
Subject: Zone Text Amendment – OTR Lot Size Flexibility and Additional Lot Incentives

RECOMMENDED MOTION

Move that the City Council approve the zone text amendment as included with this report.

Findings:

- 1. The amendment creates parity in the OTR district with other residential zones.**
- 2. The amendment brings the city’s codes into compliance with requirements from the State of Utah that moderate income housing be incentivized, not mandatory.**

BACKGROUND

Currently properties in the city’s residential and agricultural zoning districts allow for flexibility in lot size as it relates to single family lots and development. This allows for development to keep a density proven through use of a yield plan while offering some flexibility in lot size by right.

The OTR district covers the oldest developed portions of the city. It is the location where due to over 170 years of construction and development the most flexibility is needed. To some extent the OTR district allows for this when considering how to place buildings on a lot, it does not however allow for flexibility granted to other residential areas noted above. The proposed amendment offers more parity with other zoning districts.

As currently codified, the OTR zone only allows for flexibility in lot size if a benefit such as moderate-income housing is provided. While there is currently some open-ended language granting legislative authority to offer additional lots if a developer provides a public benefit, the proposed language outlines a clear incentive for a developer who provides moderate income housing or open space by permitting smaller lots similar to what is currently codified in other zoning districts.

The Planning Commission recommended approval of this ordinance during its 3/19/2026 meeting.

Respectfully submitted,



**Lyle Gibson
Community Development Director**

Review and concur,



**Brigham Mellor
City Manager**

Supplemental Information

- 1. Enabling Ordinance with proposed zone text language**

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING SECTION 11-17-045: ALTERNATIVE LOT AND SETBACK STANDARDS, AND ADDITIONAL LOTS, OF TITLE 11, PLANNING AND ZONING TO OFFER FLEXIBILITY IN LOT SIZES AND TO CREATE AN INCENTIVE FOR MODERATE INCOME HOUSING. (26-5)

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 reviewed the proposed amendment 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 7th day of April, 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit A:

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

A. Alternative Standards: Following the subdivision yield plan defined in Chapter 11-2 and using the minimum standards of subsection 11-17-040A to establish a maximum number of lots, a subdivider may alter the lot area, and width, and side and side corner setbacks of lots for main buildings within a subdivision using standards for the LR zone delineated in subsection 11-12-090, if the subdivider, at the sole discretion of, and by agreement with the City, implements one of the following public benefits: where no lot is smaller than 5,500 sq. ft. in size or 50 feet in width.

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

1. Alternatives:

a. Open Space: As an incentive for a subdivider to provide open space, the City, at its discretion, may approve a transfer of development right (TDR) or conservation subdivision as follows:

(1) Additional lots are those the city approves in exchange for a TDR as set forth in section 11-28-240 of this title; or in exchange for which the City obtains improved or unimproved land in fee title, or easement, for public purposes, such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process. Any applicant seeking additional lots under this section must provide a subdivision yield plan as defined in Chapter 2 of this title consistent with the underlying zone and the conventional subdivision standards within that zone to establish the base number of lots allowed prior to a request for additional lots, and the yield plan must also conform to subsections 11-12-070A. and B. of this title. A subdivision which includes additional lots approved in exchange for a TDR may include lots as small as 5,500 sq. ft. in size and 50 feet in width.

(2) Additional lots under this section may also be available for subdivisions consisting of ten (10) acres or more, or for subdivisions located in the conservation subdivision overlay zone as set forth in Chapter 12 of the Title "Conservation Subdivision (CS) Overlay Zone And Development Standards"; or

b. Moderate Income Housing: The City may approve a smaller lot size which will result in additional lots than what is conventionally allowed in the underlying zone as an incentive to a subdivider to provide moderate income housing. A subdivision approved using this provision may include lots as small as 5,500 sq. ft. in size and 50 feet in width

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

(a) A fee in lieu thereof determined in consideration of factors set forth in Section 11-28-270 of this Title;

(b) Preserve an existing on-site historic resource (standards for historic resources are set forth in Chapter 11-39 of this Title); or

- (c) Some other public benefit; or
- (d) A combination of (a), (b), and/or (c) above.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Wildland Urban Interface (WUI) map consideration

PRESENTED BY: Shelby Willis, Fire Chief

MEETING DATE: April 7, 2026



City Council Staff Report

To: Honorable Mayor and City Council

From: Shelby Willis, Fire Chief

Date: March 26, 2026

SUBJECT: **APPROVAL OF WILDLAND URBAN INTERFACE (WUI) MAP FOR FARMINGTON CITY**

RECOMMENDATION

Upon review of the Farmington City Wildland Urban Interface (WUI) Map, the Farmington City Council approves the information and map identifying the WUI areas located within Farmington City.

BACKGROUND

In response to Utah Senate Bill HB 48-03, Wildland Urban Interface Modifications (2025) requires each city, county or municipality located within the State to adopt a map this identifies the Wildland Urban Interface (WUI) areas located within their municipal boundary.

Farmington City has utilized the Forestry Fire and State Lands (FFSL) High Risk Wildland Urban Interface (WUI) Map, published in December of 2025. The purpose of the FFSL published maps is to identify WUI areas, denote the risk level within these areas and assist with wildfire mitigation planning. FFSL has identified WUI risk categories on a scale of 1-8 (very low-very high). Area's that have been identified as a very high-risk category will be assessed a fee beginning in 2026. Farmington City predominately has risk scores in the moderate range with a small percentage identified as a high risk. Farmington City does not have very high areas located within the city boundary.

SUPPLEMENTAL INFORMATION

1. Farmington City Wildland Urban Interface (WUI) Map
2. Utah State HB 4803 Wildland Urban Interface Modifications

Respectfully submitted,

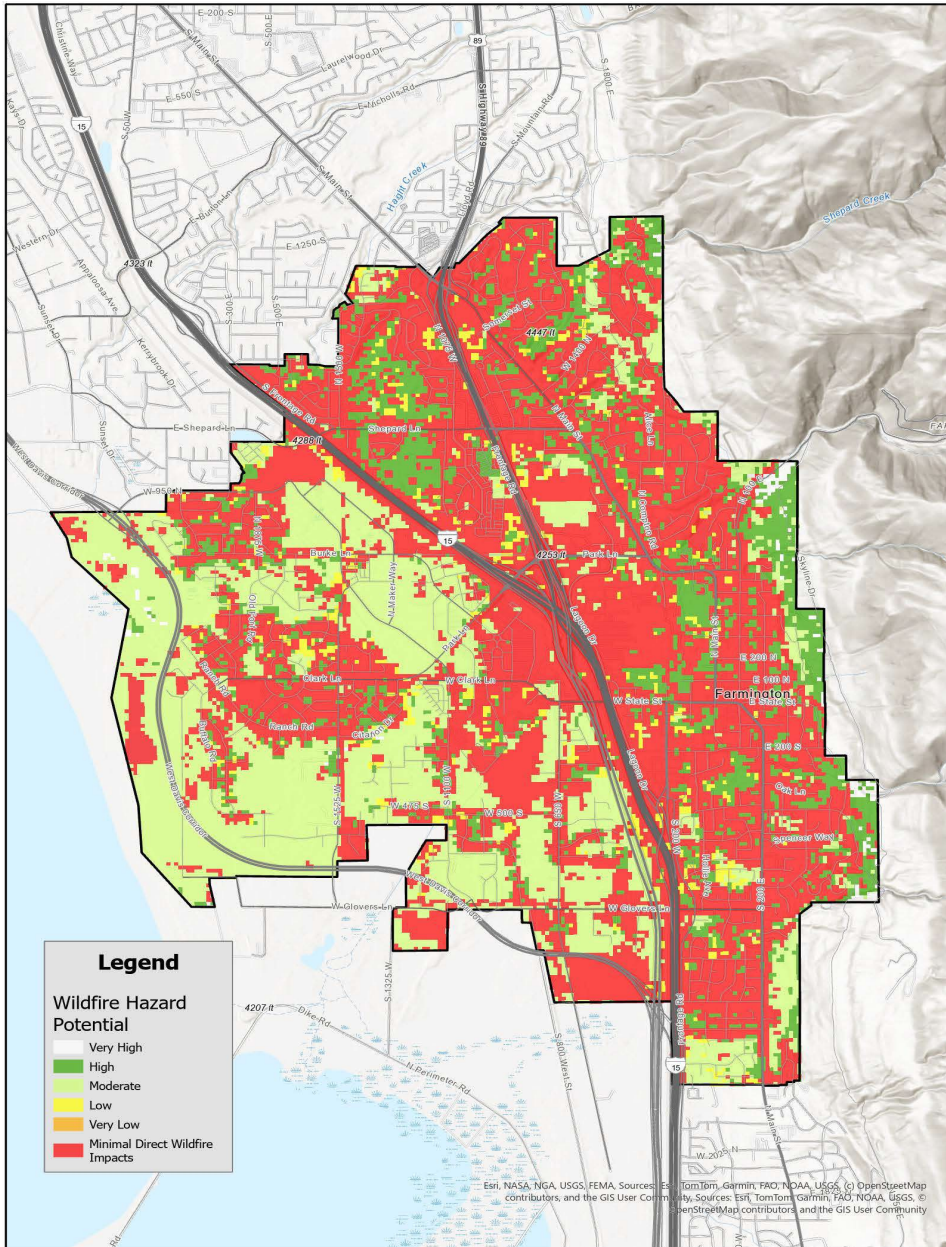


Shelby Willis
Fire Chief

Review and concur,

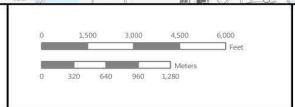


Brigham Mellor
City Manager



**FARMINGTON CITY
WILDFIRE HAZARD POTENTIAL**

1:35,000



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited use. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

Casey Snider proposes the following substitute bill:

Wildland Urban Interface Modifications

2025 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Casey Snider

Senate Sponsor: Michael K. McKell

LONG TITLE

General Description:

This bill addresses efforts to oversee wildfire risks associated with wildland urban interface property.

Highlighted Provisions:

This bill:

- defines terms;
- requires counties to take certain actions related to wildland urban interface property, including assessing a fee;
- directs the fee to be retained by a county and deposited into the Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund;
- addresses insuring wildland urban interface property;
- imposes notice requirements related to insuring wildland urban interface property;
- requires counties and municipalities to adopt the wildland urban interface building code standards;
- permits the Division of Forestry, Fire, and State Lands (division) to choose not to cover costs of local governments under certain circumstances;
- directs the division to establish a program for wildland urban interface coordinators to evaluate, using a triage scale, high risk wildland urban interface property;
- addresses actions related to evaluating the high risk wildland urban interface property;
- provides for a database to be accessed by certain insurers related to evaluating high risk wildland urban interface property;
- authorizes rulemaking;
- addresses liability; and
- makes technical changes.

Money Appropriated in this Bill:

29 None

30 **Other Special Clauses:**

31 This bill provides a special effective date.

32 **Utah Code Sections Affected:**

33 AMENDS:

34 **15A-5-203**, as last amended by Laws of Utah 2024, Chapters 21, 381

35 **63G-7-201**, as last amended by Laws of Utah 2023, Chapters 34, 105, 259, 329, 452, and
36 456

37 **65A-8-203**, as last amended by Laws of Utah 2024, Chapter 77

38 **65A-8-215**, as last amended by Laws of Utah 2024, Chapter 77

39 ENACTS:

40 **17-16-22**, Utah Code Annotated 1953

41 **31A-22-1310**, Utah Code Annotated 1953

42 **65A-8-401**, Utah Code Annotated 1953

43 **65A-8-402**, Utah Code Annotated 1953

44 **65A-8-403**, Utah Code Annotated 1953



46 *Be it enacted by the Legislature of the state of Utah:*

47 Section 1. Section **15A-5-203** is amended to read:

48 **15A-5-203 . Amendments and additions to IFC related to fire safety, building,**
49 **and site requirements.**

50 (1) For IFC, Chapter 5, Fire Service Features:

51 (a) In IFC, Chapter 5, a new Section 501.5, Access grade and fire flow, is added as
52 follows: "An authority having jurisdiction over a structure built in accordance with
53 the requirements of the International Residential Code as adopted in the State
54 Construction Code, may require an automatic fire sprinkler system for the structure
55 only by ordinance and only if any of the following conditions exist:

56 (i) the structure:

57 (A) is located in an urban-wildland interface area as provided in the Utah
58 Wildland Urban Interface Code adopted as a construction code under the State
59 Construction Code; and

60 (B) does not meet the requirements described in Utah Code, Subsection 65A-8-203
61 (4)[(a)] (f) and Utah Administrative Code, R652-122-1300, Minimum
62 Standards for County Wildland Fire Ordinance;

- 63 (ii) the structure is in an area where a public water distribution system with fire
64 hydrants does not exist as required in Utah Administrative Code, R309-550-5,
65 Water Main Design;
- 66 (iii) the only fire apparatus access road has a grade greater than 10% for more than
67 500 continual feet;
- 68 (iv) the total floor area of all floor levels within the exterior walls of the dwelling unit
69 exceeds 10,000 square feet; or
- 70 (v) the total floor area of all floor levels within the exterior walls of the dwelling unit
71 is double the average of the total floor area of all floor levels of unsprinkled
72 homes in the subdivision that are no larger than 10,000 square feet.
- 73 (vi) Exception: A single family dwelling does not require a fire sprinkler system if
74 the dwelling:
- 75 (A) is located outside the wildland urban interface;
- 76 (B) is built in a one-lot subdivision; and
- 77 (C) has 50 feet of defensible space on all sides that limits the propensity of fire
78 spreading from the dwelling to another property."
- 79 (b) In IFC, Chapter 5, Section 506.1, Where Required, is deleted and rewritten as
80 follows: "Where access to or within a structure or an area is restricted because of
81 secured openings or where immediate access is necessary for life-saving or
82 fire-fighting purposes, the fire code official, after consultation with the building
83 owner, may require a key box to be installed in an approved location. The key box
84 shall contain keys to gain necessary access as required by the fire code official. For
85 each fire jurisdiction that has at least one building with a required key box, the fire
86 jurisdiction shall adopt an ordinance, resolution, or other operating rule or policy that
87 creates a process to ensure that each key to each key box is properly accounted for
88 and secure."
- 89 (c) In IFC, Chapter 5, a new Section 507.1.1, Isolated one- and two-family dwellings, is
90 added as follows: "Fire flow may be reduced for an isolated one- and two-family
91 dwelling when the authority having jurisdiction over the dwelling determines that the
92 development of a full fire-flow requirement is impractical."
- 93 (d) In IFC, Chapter 5, a new Section 507.1.2, Pre-existing subdivision lots, is added as follows:
94 "507.1.2 Pre-existing subdivision lots.
95 The requirements for a pre-existing subdivision lot shall not exceed the requirements
96 described in Section 501.5."

- 97 (e) In IFC, Chapter 5, Section 507.5.1, here required, a new exception is added: "3. One
98 interior and one detached accessory dwelling unit on a single residential lot."
- 99 (f) IFC, Chapter 5, Section 510.1, Emergency responder communication coverage in
100 new buildings, is amended by adding: "When required by the fire code official,
101 unless the new building is a public school as that term is defined in Section
102 53G-9-205.1 or a private school, then the fire code official shall require," at the
103 beginning of the first paragraph.
- 104 (2) For IFC, Chapter 6, Building Services and Systems:
- 105 (a) IFC, Chapter 6, Section 604.6.1, Elevator key location, is deleted and rewritten as
106 follows: "Firefighter service keys shall be kept in a "Supra-Stor-a-key" elevator key
107 box or similar box with corresponding key system that is adjacent to the elevator for
108 immediate use by the fire department. The key box shall contain one key for each
109 elevator, one key for lobby control, and any other keys necessary for emergency
110 service. The elevator key box shall be accessed using a 6049 numbered key."
- 111 (b) IFC, Chapter 6, Section 606.1, General, is amended as follows: On line three, after
112 the word "Code", add the words "and NFPA 96".
- 113 (c) IFC, Chapter 6, Section 607.2, a new exception 5 is added as follows: "5. A Type 1
114 hood is not required for a cooking appliance in a microenterprise home kitchen, as
115 that term is defined in Utah Code, Section 26B-7-401, for which the operator obtains
116 a permit in accordance with Section 26B-7-416."
- 117 (3) IFC, Chapter 7, Fire and Smoke Protection Features, Section 702.5, is deleted.
118 Section 2. Section **17-16-22** is enacted to read:
119 **17-16-22 . Wildland urban interface evaluation and fees.**
- 120 (1) As used in this section:
- 121 (a) "County officer" means the same as that term is defined in Section 17-16-21.
- 122 (b) "High risk wildland urban interface property" means the same as that term is defined
123 in Section 65A-8-401.
- 124 (c) "Wildland urban interface" means the same as that term is defined in Section
125 65A-8-401.
- 126 (d) "Wildland urban interface coordinator" means the same as that term is defined in
127 Section 65A-8-401.
- 128 (2) If evaluation of high risk wildland urban interface property is assigned to a county under
129 Section 65A-8-402:
- 130 (a) the county shall enter into a cooperative agreement with the Division of Forestry,

- 131 Fire, and State Lands, in accordance with Subsection 65A-8-203(2)(a), which
 132 agreement shall address compliance with this Subsection (2) for evaluation and
 133 classification of high risk wildland urban interface property; and
- 134 (b) a county officer shall require that a wildland urban interface coordinator representing
 135 the county annually evaluate high risk wildland urban interface property within the
 136 county in accordance with Section 65A-8-402.
- 137 (3) Beginning January 1, 2026, a county officer shall:
- 138 (a) annually assess a fee:
- 139 (i) against the property owner of high risk wildland urban interface property within
 140 the incorporated and unincorporated portions of the county; and
- 141 (ii) in the amount set by the Division of Forestry, Fire, and State Lands under Section
 142 65A-8-402; and
- 143 (b)(i) after retaining a portion of the fee under Subsection (3)(b)(ii), transmit the fee
 144 assessed under Subsection (3)(a) to the Division of Forestry, Fire, and State Lands
 145 for deposit into the Wildland-urban Interface Prevention, Preparedness, and
 146 Mitigation Fund created in Section 65A-8-215; and
- 147 (ii) retain that portion of the fee assessed under Subsection (3)(a) necessary to pay
 148 costs incurred by the county in implementing this section, which the county may
 149 include in the county's annual accounting of wildfire prevention, preparedness,
 150 mitigation actions, and associated costs for purposes of Subsection
 151 65A-8-203(4)(c).
- 152 (4) A county may hold a political subdivision lien on high risk wildland urban interface
 153 property for a fee that is past due by following the procedures in Sections 17B-1-902
 154 and 17B-1-902.1, as if the county is a special district.
- 155 Section 3. Section **31A-22-1310** is enacted to read:
- 156 **31A-22-1310 . Insuring wildland urban interface property.**
- 157 (1) As used in this section:
- 158 (a) "High risk wildland urban interface property" means the same as that term is defined
 159 in Section 65A-8-401.
- 160 (b) "Wildland urban interface" means the same as that term is defined in Section
 161 65A-8-401.
- 162 (c) "Wildland urban interface property and casualty insurer" means an insurer that issues
 163 property or casualty insurance for wildland urban interface property.
- 164 (2)(a) For purposes of determining whether property is high risk wildland urban

165 interface property, a wildland urban interface property and casualty insurer may only
166 use the boundary provided in the wildfire risk assessment mapping tool maintained
167 by the Division of Forestry, Fire, and State Lands in accordance with Subsection
168 65A-8-203(8) to determine whether the property is high risk wildland urban interface
169 property.

170 (b) A wildland urban interface property and casualty insurer may use additional fire
171 hazard data, beyond the wildfire risk assessment mapping tool described in
172 Subsection (2)(a), in connection with setting a rate for, or the underwriting of, high
173 risk wildland urban interface property if the wildland urban interface property and
174 casualty insurer's use of additional fire hazard data is in compliance with:

175 (i) the boundary determination made in Subsection (2)(a); and

176 (ii) this title and department rules made in accordance with Title 63G, Chapter 3,
177 Utah Administrative Rulemaking Act.

178 (c) If a property is determined not to be high risk wildland urban interface in accordance
179 with Subsection (2)(a), this Subsection (2) does not apply to the use of fire hazard
180 data in connection with rate setting or underwriting of the property.

181 (d) This Subsection (2) does not restrict the use of data or underwriting tools in
182 determining risks that are unrelated to fire risk.

183 (3)(a) If an owner of property located within the wildland urban interface files a
184 complaint with the department asserting that a wildland urban interface property and
185 casualty insurer has violated, or is violating, this section, the department may
186 investigate the wildland urban interface property and casualty insurer to determine
187 whether a violation has occurred or is occurring.

188 (b) If after an investigation under this Subsection (3) the department finds that a
189 wildland urban interface property and casualty insurer has violated or is violating this
190 section, the department may:

191 (i) issue prohibitory, mandatory, and other orders as necessary to secure compliance
192 with this section; and

193 (ii) impose penalties against the wildland urban interface property and casualty
194 insurer in accordance with Section 31A-2-308.

195 (4) In addition to complying with relevant requirements of Section 31A-21-303, if due to
196 risks of wildfire a wildland urban interface property and casualty insurer:

197 (a) Cancels or nonrenews property and casualty insurance covering wildland urban
198 interface property, the wildland urban interface property and casualty insurer shall

199 include in the notice of cancellation or nonrenewal the facts on which the wildland
 200 urban interface property and casualty insurer's decision is based with reasonable
 201 precision; and

202 (b) increases the premium by more than 20% of the previous term's premium for
 203 property and casualty insurance covering wildland urban interface property, after
 204 receipt of a request for the information by the insured the wildland urban interface
 205 property and casualty insurer shall provide the insured the facts on which the
 206 wildland urban interface property and casualty insurer's decision is based with
 207 reasonable precision.

208 (5) Subsections (1) through (4) apply on and after January 1, 2026.

209 (6) This section does not:

210 (a) create a cause of action for an act or failure to act under this section against:

211 (i) the state;

212 (ii) the department;

213 (iii) the Division of Forestry, Fire, and State Lands;

214 (iv) an officer, consultant, or employee of the department or Division of Forestry,
 215 Fire, and State Lands;

216 (v) a wildland urban interface coordinator, as defined in Section 65A-8-401; or

217 (vi) a county;

218 (b) wave governmental immunity in accordance with Subsection 63G-7-201(5); or

219 (c) create a cause of action against a wildland urban interface property and casualty
 220 insurer for use in accordance with Subsection (2)(a) of the boundary provided in the
 221 wildfire risk assessment mapping tool maintained by the Division of Forestry, Fire,
 222 and State Lands in accordance with Subsection 65A-8-203(8).

223 Section 4. Section **63G-7-201** is amended to read:

224 **63G-7-201 . Immunity of governmental entities and employees from suit.**

225 (1) Except as otherwise provided in this chapter, each governmental entity and each
 226 employee of a governmental entity are immune from suit for any injury that results from
 227 the exercise of a governmental function.

228 (2) Notwithstanding the waiver of immunity provisions of Section 63G-7-301, a
 229 governmental entity, its officers, and its employees are immune from suit:

230 (a) as provided in Section 78B-4-517; and

231 (b) for any injury or damage resulting from the implementation of or the failure to
 232 implement measures to:

- 233 (i) control the causes of epidemic and communicable diseases and other conditions
234 significantly affecting the public health or necessary to protect the public health as
235 set out in Title 26A, Chapter 1, Local Health Departments;
- 236 (ii) investigate and control suspected bioterrorism and disease as set out in Sections
237 26B-7-316 through 26B-7-324;
- 238 (iii) respond to a national, state, or local emergency, a public health emergency as
239 defined in Section 26B-7-301, or a declaration by the President of the United
240 States or other federal official requesting public health related activities, including
241 the use, provision, operation, and management of:
- 242 (A) an emergency shelter;
- 243 (B) housing;
- 244 (C) a staging place; or
- 245 (D) a medical facility; and
- 246 (iv) adopt methods or measures, in accordance with Section 26B-1-202, for health
247 care providers, public health entities, and health care insurers to coordinate among
248 themselves to verify the identity of the individuals they serve.
- 249 (3)(a) A governmental entity, its officers, and its employees are immune from suit, and
250 immunity is not waived, for any injury if the injury arises out of or in connection
251 with, or results from:
- 252 (i) a latent dangerous or latent defective condition of:
- 253 (A) any highway, road, street, alley, crosswalk, sidewalk, culvert, tunnel, bridge,
254 or viaduct; or
- 255 (B) another structure located on any of the items listed in this Subsection (3)(a)(i);
256 or
- 257 (ii) a latent dangerous or latent defective condition of any public building, structure,
258 dam, reservoir, or other public improvement.
- 259 (b)(i) As used in this Subsection (3)(b):
- 260 (A) "Contaminated land" means the same as that term is defined in Section
261 11-58-102.
- 262 (B) "Contamination" means the condition of land that results from the placement,
263 disposal, or release of hazardous matter on, in, or under the land, including any
264 seeping or escaping of the hazardous matter from the land.
- 265 (C) "Damage" means any property damage, personal injury, or other injury or any
266 loss of any kind, however denominated.

- 267 (D) "Environmentally compliant" means, as applicable, obtaining a certificate of
268 completion from the Department of Environmental Quality under Section
269 19-8-111 following participation in a voluntary cleanup under Title 19, Chapter
270 8, Voluntary Cleanup Program, obtaining an administrative letter from the
271 Department of Environmental Quality for a discrete phase of a voluntary
272 cleanup that is conducted under a remedial action plan as defined in Section
273 11-58-605, or complying with the terms of an environmental covenant, as
274 defined in Section 57-25-102, signed by an agency, as defined in Section
275 57-25-102, and duly recorded in the office of the recorder of the county in
276 which the contaminated land is located.
- 277 (E) "Government owner" means a governmental entity, including an independent
278 entity, as defined in Section 63E-1-102, that acquires an ownership interest in
279 land that was contaminated land before the governmental entity or independent
280 entity acquired an ownership interest in the land.
- 281 (F) "Hazardous matter" means hazardous materials, as defined in Section 19-6-302,
282 hazardous substances, as defined in Section 19-6-302, or landfill material, as
283 defined in Section 11-58-102.
- 284 (G) "Remediation" means the same as that term is defined in Section 11-58-102.
- 285 (ii)(A) A government owner and the government owner's officers and employees
286 are immune from suit, and immunity is not waived, for any claim for damage
287 that arises out of or in connection with, or results from, contamination of
288 contaminated land.
- 289 (B) A government owner's ownership of contaminated land may not be the basis
290 of a claim against the government owner for damage that arises out of or in
291 connection with, or results from, contamination of contaminated land.
- 292 (iii) Subsection (3)(b)(ii) does not limit or affect:
- 293 (A) the liability of a person that placed, disposed of, or released hazardous matter
294 on, in, or under the land; or
- 295 (B) a worker compensation claim of an employee of an entity that conducts work
296 on or related to contaminated land.
- 297 (iv) Immunity under Subsection (3)(b)(ii)(A) is not affected by a government owner's
298 remediation of contaminated land if the government owner is environmentally
299 compliant.
- 300 (4) A governmental entity, its officers, and its employees are immune from suit, and

- 301 immunity is not waived, for any injury proximately caused by a negligent act or
302 omission of an employee committed within the scope of employment, if the injury arises
303 out of or in connection with, or results from:
- 304 (a) the exercise or performance, or the failure to exercise or perform, a discretionary
305 function, whether or not the discretion is abused;
 - 306 (b) except as provided in Subsections 63G-7-301(2)(j), (3), and (4), assault, battery,
307 false imprisonment, false arrest, malicious prosecution, intentional trespass, abuse of
308 process, libel, slander, deceit, interference with contract rights, infliction of mental
309 anguish, or violation of civil rights;
 - 310 (c) the issuance, denial, suspension, or revocation of, or the failure or refusal to issue,
311 deny, suspend, or revoke, any permit, license, certificate, approval, order, or similar
312 authorization;
 - 313 (d) a failure to make an inspection or making an inadequate or negligent inspection;
 - 314 (e) the institution or prosecution of any judicial or administrative proceeding, even if
315 malicious or without probable cause;
 - 316 (f) a misrepresentation by an employee whether or not the misrepresentation is negligent
317 or intentional;
 - 318 (g) a riot, unlawful assembly, public demonstration, mob violence, or civil disturbance;
 - 319 (h) the collection or assessment of taxes;
 - 320 (i) an activity of the Utah National Guard;
 - 321 (j) the incarceration of a person in a state prison, county or city jail, or other place of
322 legal confinement;
 - 323 (k) a natural condition on publicly owned or controlled land;
 - 324 (l) a condition existing in connection with an abandoned mine or mining operation;
 - 325 (m) an activity authorized by the School and Institutional Trust Lands Administration or
326 the Division of Forestry, Fire, and State Lands;
 - 327 (n) the operation or existence of a trail that is along a water facility, as defined in Section
328 73-1-8, stream, or river, regardless of ownership or operation of the water facility,
329 stream, or river, if:
 - 330 (i) the trail is designated under a general plan adopted by a municipality under
331 Section 10-9a-401 or by a county under Section 17-27a-401;
 - 332 (ii) the trail right-of-way or the right-of-way where the trail is located is open to
333 public use as evidenced by a written agreement between:
 - 334 (A) the owner or operator of the trail right-of-way or of the right-of-way where the

- 335 trail is located; and
- 336 (B) the municipality or county where the trail is located; and
- 337 (iii) the written agreement:
- 338 (A) contains a plan for operation and maintenance of the trail; and
- 339 (B) provides that an owner or operator of the trail right-of-way or of the
- 340 right-of-way where the trail is located has, at a minimum, the same level of
- 341 immunity from suit as the governmental entity in connection with or resulting
- 342 from the use of the trail;
- 343 (o) research or implementation of cloud management or seeding for the clearing of fog;
- 344 (p) the management of flood waters, earthquakes, or natural disasters;
- 345 (q) the construction, repair, or operation of flood or storm systems;
- 346 (r) the operation of an emergency vehicle, while being driven in accordance with the
- 347 requirements of Section 41-6a-212;
- 348 (s) the activity of:
- 349 (i) providing emergency medical assistance;
- 350 (ii) fighting fire;
- 351 (iii) regulating, mitigating, or handling hazardous materials or hazardous wastes;
- 352 (iv) an emergency evacuation;
- 353 (v) transporting or removing an injured person to a place where emergency medical
- 354 assistance can be rendered or where the person can be transported by a licensed
- 355 ambulance service; or
- 356 (vi) intervening during a dam emergency;
- 357 (t) the exercise or performance, or the failure to exercise or perform, any function
- 358 pursuant to Title 73, Chapter 10, Board of Water Resources - Division of Water
- 359 Resources;
- 360 (u) an unauthorized access to government records, data, or electronic information
- 361 systems by any person or entity;
- 362 (v) an activity of wildlife, as defined in Section 23A-1-101, that arises during the use of
- 363 a public or private road;
- 364 (w) a communication between employees of one or more law enforcement agencies
- 365 related to the employment, disciplinary history, character, professional competence,
- 366 or physical or mental health of a peace officer, or a former, current, or prospective
- 367 employee of a law enforcement agency, including any communication made in
- 368 accordance with Section 53-14-103; or

369 (x) providing or failing to provide information under Section 53-27-102 or Subsection
370 41-1a-213(6), (7), or (8), 53-3-207(4), or 53-3-805(5).

371 (5) The following are immune from suit, and immunity is not waived for an action or
372 failure to act within the scope of duties or employment, if the injury arises out of, in
373 connection with, or results from the implementation of Section 17-16-22 to the extent it
374 addresses evaluating and classifying high risk wildland urban interface property, Section
375 31A-22-1310, or Title 65A, Chapter 8, Part 4, Wildland Urban Interface Property:
376 (a) the Division of Forestry, Fire, and State Lands;
377 (b) an officer, employee, or consultant of the Division of Forestry, Fire, and State Lands;
378 (c) a county;
379 (d) a wildland urban interface coordinator, as defined in Section 65A-8-401;
380 (e) the Insurance Department; or
381 (f) an officer, employee, or consultant of the Insurance Department.

382 Section 5. Section **65A-8-203** is amended to read:

383 **65A-8-203 . Cooperative fire protection agreements with eligible entities.**

384 (1) As used in this section:

385 (a) "Eligible entity" means:

386 (i) a county, a municipality, or a special service district, special district, or service
387 area with:

388 (A) wildland fire suppression responsibility as described in Section 11-7-1; and

389 (B) wildland fire suppression cost responsibility and taxing authority for a specific
390 geographic jurisdiction; or

391 (ii) upon approval by the director, a political subdivision established by a county,
392 municipality, special service district, special district, or service area that is
393 responsible for:

394 (A) providing wildland fire suppression services; and

395 (B) paying for the cost of wildland fire suppression services.

396 (b) "Fire service provider" means a public or private entity that fulfills the duties of
397 Subsection 11-7-1(1).

398 (2)(a) The governing body of any eligible entity may enter into a cooperative agreement
399 with the division to receive financial and wildfire management cooperation and
400 assistance from the division, as described in this part.

401 (b) A cooperative agreement shall last for a term of no more than five years and be
402 renewable if the eligible entity continues to meet the requirements of this chapter.

- 403 (3)(a) The state shall assume an eligible entity's cost of suppressing catastrophic wildfire
 404 as defined in the cooperative agreement if the eligible entity has entered into, and is
 405 in full compliance with, a cooperative agreement with the division, as described in
 406 this section.
- 407 (b) A county or municipality that is not covered by a cooperative agreement with the
 408 division, as described in this section, shall be responsible for wildland fire costs
 409 within the county or municipality's jurisdiction, as described in Section 65A-8-203.2.
- 410 (4) To enter into a cooperative agreement with the division, the eligible entity shall:
- 411 ~~[(a) if the eligible entity is a county, adopt and enforce on unincorporated land a~~
 412 ~~wildland fire ordinance based upon minimum standards established by the division or~~
 413 ~~Uniform Building Code Commission;]~~
- 414 ~~[(b)]~~ (a) require that the fire department or equivalent fire service provider under contract
 415 with, or delegated by, the eligible entity on unincorporated land meet minimum
 416 standards for wildland fire training, certification, and suppression equipment based
 417 upon nationally accepted standards as specified by the division;
- 418 ~~[(c)]~~ (b) invest in prevention, preparedness, and mitigation efforts, as agreed to with the
 419 division, that will reduce the eligible entity's risk of catastrophic wildfire;
- 420 ~~[(d)]~~ (c)(i) file with the division an annual accounting of wildfire prevention,
 421 preparedness, mitigation actions, and associated costs;
- 422 (ii) meet the eligibility entity's participation commitment by making direct payments
 423 to the division; or
- 424 (iii) do a combination of Subsections ~~[(4)(d)(i) and (ii)]~~ (4)(c)(i) and (ii);
- 425 ~~[(e)]~~ (d) return the financial statement described in Subsection (6), signed by the chief
 426 executive of the eligible entity, to the division on or before the date set by the
 427 division;~~and]~~
- 428 ~~[(f)]~~ (e) if the eligible entity is a county, have a designated fire warden as described in
 429 Section 65A-8-209.1~~[-]~~ ;
- 430 (f) subject to Subsection (9), adopt and enforce the wildland urban interface building
 431 standards, as defined in Section 65A-8-401, if the eligible entity is a:
- 432 (i) county for purposes of an unincorporated area within the county; or
 433 (ii) municipality for an incorporated area within a county; and
- 434 (g) if the eligible entity is a county, comply with Section 17-16-22.
- 435 (5)(a) The state forester may execute a cooperative agreement with the eligible entity.
- 436 (b) The division shall make rules, in accordance with Title 63G, Chapter 3, Utah

- 437 Administrative Rulemaking Act, governing the:
- 438 (i) cooperative agreements described in this section;
- 439 (ii) manner in which an eligible entity shall provide proof of compliance with
- 440 Subsection (4);
- 441 (iii) manner by which the division may revoke a cooperative agreement if an eligible
- 442 entity ceases to meet the requirements described in this section;
- 443 (iv) accounting system for determining suppression costs;
- 444 (v) manner in which the division shall determine the eligible entity's participation
- 445 commitment; and
- 446 (vi) manner in which an eligible entity may appeal a division determination.
- 447 (6)(a) The division shall send a financial statement to each eligible entity participating in
- 448 a cooperative agreement that details the eligible entity's participation commitment for
- 449 the coming fiscal year, including the prevention, preparedness, and mitigation actions
- 450 agreed to under Subsection (4)~~(e)~~ (b).
- 451 (b) Each eligible entity participating in a cooperative agreement shall:
- 452 (i) have the chief executive of the eligible entity sign the financial statement, or the
- 453 legislative body of the eligible entity approve the financial statement by
- 454 resolution, confirming the eligible entity's participation for the upcoming year; and
- 455 (ii) return the financial statement to the division, on or before a date set by the
- 456 division.
- 457 (c) A financial statement shall be effective for one calendar year, beginning on the date
- 458 set by the division, as described in Subsection (6)(b).
- 459 (7)(a) An eligible entity may revoke a cooperative agreement before the end of the
- 460 cooperative agreement's term by:
- 461 (i) informing the division, in writing, of the eligible entity's intention to revoke the
- 462 cooperative agreement; or
- 463 (ii) failing to sign and return its annual financial statement, as described in
- 464 Subsection (6)(b), unless the director grants an extension.
- 465 (b) An eligible entity may not revoke a cooperative agreement before the end of the term
- 466 of a signed annual financial statement, as described in Subsection (6)(c).
- 467 (8)(a) The division shall develop and maintain a wildfire risk assessment mapping tool
- 468 that is online and publicly accessible.
- 469 (b)~~(i)~~ The division shall analyze ~~[adding an additional high-risk category]~~ and
- 470 establish by rule, made in accordance with Title 63G, Chapter 3, Utah

- 471 Administrative Rulemaking Act, boundaries for high risk wildland urban interface
472 property and what constitutes wildland urban interface property that is not high
473 risk within the wildfire risk assessment mapping tool described in Subsection
474 (8)(a):
- 475 [~~(A)~~] (i) using a scientific assessment; and
476 [~~(B)~~] (ii) that is focused on the risk to dwellings within the wildland[-] urban interface
477 area.
- 478 [~~(ii) The division shall report the results of the division's analysis under this~~
479 ~~Subsection (8)(b) to the Natural Resources, Agriculture, and Environment Interim~~
480 ~~Committee by no later than the 2024 November interim meeting of that committee.]~~
- 481 (c) With regard to the categories used within the wildfire risk assessment mapping tool
482 described in Subsection (8)(a), the division may adjust the assessment for
483 participation commitments if the adjustment is based on the Consumer Price Index
484 for All Urban Consumers as published by the Bureau of Labor Statistics of the
485 United States Department of Labor, in accordance with a formula established by the
486 division by rule made in accordance with Title 63G, Chapter 3, Utah Administrative
487 Rulemaking Act.
- 488 (9)(a) If the state under Section 15A-2-103 adopts an edition of the Utah Wildland
489 Urban Interface Code, issued by the International Code Council, with the alternatives
490 or amendments approved by the division, as a wildland urban interface building
491 standard that may be adopted by a local compliance agency:
- 492 (i) for purposes of an unincorporated area within a county, the county shall adopt and
493 enforce the wildland urban interface building standard described in this
494 Subsection (9)(a); and
- 495 (ii) for purposes of an incorporated area within a county, the relevant municipality
496 shall adopt and enforce the wildland urban interface building standard described
497 in this Subsection (9)(a).
- 498 (b) If a county or municipality fails to comply with Subsections (4)(f) and (9)(a), the
499 division may choose to not pay costs of the county or municipality under a
500 cooperative agreement executed under this section.
- 501 (c)(i) If the state adopts a different wildland urban interface building standard than
502 was previously adopted under Section 15A-2-103, a county or municipality has
503 two years from the date the state adopts the different wildland urban interface
504 building standard to adopt the appropriate wildland urban interface building

505 standard.

506 (ii) If a county or municipality fails to adopt the appropriate wildland urban interface

507 building standard within the time period described in Subsection (9)(c)(i), the

508 division may choose to not pay costs of the county or municipality under a

509 cooperative agreement executed under this section beginning two years from the

510 day on which the state adopts the different wildland urban interface building

511 standard and until such time as the county or municipality adopts the appropriate

512 wildland urban interface building standard.

513 Section 6. Section **65A-8-215** is amended to read:

514 **65A-8-215 . Wildland-urban interface fire prevention, preparedness, and**

515 **mitigation.**

516 (1) As used in this section:

517 (a) "Prevention, preparedness, and mitigation fund" means the Wildland-urban Interface

518 Prevention, Preparedness, and Mitigation Fund created in this section.

519 (b) "Suppression fund" means the Wildland Fire Suppression Fund created in Section

520 65A-8-204.

521 (c) "Wildland-urban interface" means the zone where structures and other human

522 development meets, or intermingles with, undeveloped wildland.

523 (2)(a) There is created an expendable special revenue fund known as the

524 "Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund."

525 (b) The prevention, preparedness, and mitigation fund shall consist of:

526 (i) interest and earnings from the investment of money from the prevention,

527 preparedness, and mitigation fund;

528 (ii) money received as direct payment from cooperative wildfire system participation

529 commitments;

530 (iii) money appropriated by the Legislature; [~~and~~]

531 (iv) money transferred to the prevention, preparedness, and mitigation fund under

532 Section 63J-1-314[-] ; and

533 (v) fees deposited into the prevention, preparedness, and mitigation fund under

534 Section 17-16-22.

535 (c) The division shall administer the prevention, preparedness, and mitigation fund to:

536 (i) pay costs of prevention and preparedness efforts on wildland-urban interface

537 within the state, as defined by the division by rule made in accordance with Title

538 63G, Chapter 3, Utah Administrative Rulemaking Act, including costs of an

- 539 eligible entity that has entered into a cooperative agreement, as described in
 540 Section 65A-8-203;
- 541 (ii) issue fire department assistance grants, which in the aggregate may not exceed
 542 10% of the money in the prevention, preparedness, and mitigation fund each fiscal
 543 year; and
- 544 (iii) in cases of catastrophic need as determined by the state forester, pay costs that
 545 could be paid from the suppression fund under Section 65A-8-204.
- 546 (d) Disbursements from the prevention, preparedness, and mitigation fund may only be
 547 made upon written order of the state forester or the state forester's authorized
 548 representative.
- 549 (3)(a) The division may by rule, made in accordance with Title 63G, Chapter 3, Utah
 550 Administrative Rulemaking Act, establish criteria for community wildfire
 551 preparedness plans addressing wildland-urban interface. The criteria shall require
 552 action that is:
- 553 (i) qualitative and quantitative; and
 554 (ii) leads to reduced wildfire risk.
- 555 (b) An eligible entity, as defined in Section 65A-8-203, shall agree to implement
 556 prevention, preparedness, and mitigation actions identified in a community wildfire
 557 preparedness plan addressing wildland-urban interface that is approved by the
 558 division.

559 Section 7. Section **65A-8-401** is enacted to read:

560 **Part 4. Wildland Urban Interface Property**

561 **65A-8-401 . Definitions.**

562 As used in this section:

- 563 (1) "High risk wildland urban interface property" means property located within the
 564 boundary of high risk wildland urban interface as designated by the wildfire risk
 565 assessment tool in Subsection 65A-8-203(8)(a) and defined by rule made in accordance
 566 with Subsection 65A-8-402(5)(a).
- 567 (2) "Triage scale" means a scale with three classifications adopted by the division to
 568 evaluate and classify property located within the wildland urban interface as to what
 569 actions are needed to prepare the property for fire.
- 570 (3) "Wildland urban interface" means the same as that term is defined in Section
 571 65A-8a-102.
- 572 (4) "Wildland urban interface building standards" means the edition of the Utah Wildland

573 Urban Interface Code adopted under Section 15A-2-103.

574 (5) "Wildland urban interface coordinator" means a representative of the division or a
575 county who evaluates and classifies wildland urban interface property in accordance
576 with Section 65A-8-402.

577 (6) "Wildland urban interface property and casualty insurer" means the same as that term is
578 defined in Section 31A-22-1310.

579 Section 8. Section **65A-8-402** is enacted to read:

580 **65A-8-402 . Evaluation of wildland urban interface property -- Fee amounts --**

581 **Rulemaking.**

582 (1)(a) The division shall establish a program under which a wildland urban interface
583 coordinator evaluates and classifies high risk wildland urban interface property using
584 a triage scale.

585 (b) The wildland urban interface coordinator shall be:

586 (i) a representative of the division; or

587 (ii) if the evaluation and classification is assigned to a county, a representative of the
588 county.

589 (c) At the beginning of each calendar year, the division shall determine whether to
590 assign evaluation and classification under this section of high risk wildland urban
591 interface property to a county.

592 (2) After completing the evaluation and classification under this section, the wildland urban
593 interface coordinator shall inform a property owner of property described in Subsection
594 (1)(a) of:

595 (a) the classification assigned to the property described in Subsection (1)(a) under the
596 triage scale;

597 (b) the fee the property owner shall pay under Section 17-16-22; and

598 (c) resources from the division or county that the property owner may access to bring the
599 property described in Subsection (1)(a) to the first or second classification by
600 applying wildland urban interface building standards.

601 (3) As part of the program established under this section, the division:

602 (a) may provide resources to a property owner described in Subsection (2)(b) to
603 facilitate the property owner bringing the property described in Subsection (1)(a) to
604 the first or second classification under the triage scale; and

605 (b) beginning on January 1, 2028, shall develop and maintain a database that may be
606 accessed by a wildland urban interface property and casualty insurer to learn the

607 classification under the triage scale for any portion of high risk wildland urban
608 interface property to be covered by the wildland urban interface property and casualty
609 insurer.

610 (4)(a) The division shall annually set a fee amount that is based on the square footage of
611 a structure within the high risk wildland urban interface to pay for the costs
612 associated with the implementation of this part to be assessed and collected by a
613 county in accordance with Section 17-16-22.

614 (b) The division may tier the fee amount to account for what level on the triage scale a
615 property is assigned by a wildland urban interface coordinator.

616 (5) The division may make rules, in accordance with Title 63G, Chapter 3, Utah
617 Administrative Rulemaking Act, to:

618 (a) define high risk wildland urban interface property and wildland urban interface
619 property that is not high risk as provided in Subsection 65A-8-203(8)(b);

620 (b) establish the criteria used to evaluate and classify property located within high risk
621 wildland urban interface property;

622 (c) create a process by which the division and counties communicate classifications
623 assigned to property described in Subsection (1)(a);

624 (d) create a process for communicating to a property owner the information described in
625 Subsection (2);

626 (e) establish how the division may provide resources under Subsection (3);

627 (f) create a process for a wildland urban interface property and casualty insurer to learn
628 the classification described in Subsection (3)(b); and

629 (g) establish how the fee amount described in Subsection (4) is set.

630 Section 9. Section **65A-8-403** is enacted to read:

631 **65A-8-403 . Liability.**

632 This part does not create a cause of action against the state, the division, an officer,
633 employee, or consultant of the division, a county, or a wildland urban interface coordinator for
634 an act or failure to act under this part and does not waive governmental immunity in
635 accordance with Subsection 63G-7-201(5).

636 Section 10. **Effective Date.**

637 This bill takes effect on January 1, 2026.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Seasonal Ban and Outdoor Burning Ordinance

PRESENTED BY: Shelby Willis, Fire Chief

MEETING DATE: April 7, 2026

City Council Staff Report

To: Honorable Mayor and City Council

From: Shelby Willis, Fire Chief

Date: March 25.2026

SUBJECT: SEASONAL BAN AND OUTDOOR BURNING ORDINANCE

RECOMMENDATION

Staff recommends that the Council adopt the attached ordinance amending the seasonal ban ordinance and adopting an outdoor burning code.

Recommended motion language: "I move that the Council adopt the ordinance amending and enacting code provisions related to open burning and outdoor fires."

BACKGROUND

Farmington City Ordinance 7-5-010: Seasonal Ban identifies parameters related to outdoor fires to include barbeque units, recreational fires and fire pits, burns conducted by farm and horticultural operation. The purpose of the provision is to protect life, property, air quality, emergency access and public welfare.

ORDINANCE CHANGES

The proposed ordinance accomplishes two major objectives: (1) it clarifies the restrictions of the seasonal ban and removes the requirement for residents to acquire a permit to use a recreational fire pit, and (2) adopts a generally applicable outdoor burning code.

The ordinance amends section 7-5-010 to establish that recreational fire pits in residential areas must be kept at least ten feet from property lines, and removes a requirement for the owner to receive authorization from the Fire Department before lighting it. All fires subject to the exception on the seasonal ban are also required to be vigilant in keeping those fires away from fuel sources.

The ordinance also creates chapter 7-13, which establishes standards and enforcement mechanisms for open burning and outdoor fires. I will highlight only a few sections:

7-13-070 Recreational Fires: This ordinance authorizes allows citizens to have a recreational fire when the identified conditions are met, without Fire Administration authorization.

17-13-080 Portable Outdoor Fireplaces: The code permits safe operation of outdoor fireplaces for recreation and cooking needs, including manufactured fire pits and barbeque stoves.

7-13-140 Enforcement: Proposed language allows for civil or criminal citations when violations meet identified parameters:

- A Class C misdemeanor may be pursued for negligent burning resulting in injury to any person, or damage to the property of another.
- An infraction is the default criminal remedy for other violations of the chapter.
- State codes governing malicious acts like arson or reckless burning remain an option for more serious fires and activities.
- Civil enforcement is also authorized if that process seems best suited to the prohibited activity.

Please feel free to reach out with any questions regarding the proposed ordinance.

Respectfully submitted,



Shelby Willis
Fire Chief

Review and concur,



Brigham Mellor
City Manager

ORDINANCE NO: 2026 - ____

**AN ORDINANCE AMENDING AND ENACTING CODE PROVISIONS RELATED TO
OPEN BURNING AND OUTDOOR FIRES**

WHEREAS, the City Council has authority pursuant to Utah law to enact ordinances to protect the health, safety and welfare of its residents and property owners; and

WHEREAS, dangerous and dry conditions apply throughout the year due to Farmington City's desert climate; and

WHEREAS, the City Council finds that open burning must be prohibited under most circumstances, and regulated in all other circumstances; and

WHEREAS, the Council finds that the safe and responsible use of fire in recreational and residential settings does not jeopardize the safety of the community,

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

Section 1: Amendment. Section 7-5-010 of the Farmington Municipal Code is amended, as provided in Exhibit 1 of this Ordinance.

Section 2: Adoption. The Council adopts chapter 7-13 related to Open Burning and Outdoor Fires, as provided in Exhibit 1 of this Ordinance.

Section 3 Severability. If any section, clause, or provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 7th DAY OF APRIL 2026.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

CITY COUNCIL AGENDA



SUMMARY ACTION

1. Approval of Minutes:
 - o March 3, 2026
 - o March 6, 2026 & March 7, 2026
 - o March 12, 2026

FARMINGTON CITY – CITY COUNCIL MINUTES

March 3, 2026

WORK SESSION

Present:

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

*Councilmember Melissa Layton,
Councilmember Kristen Sherlock,
City Attorney Paul Roberts,
Recording Secretary Deanne Chaston, and
City Planner/GIS Specialist Shannon
Hansell.*

Mayor **Brett Anderson** called the work session to order at 6:07 p.m.

PARENTAL LEAVE POLICY DISCUSSION

The work session was held to consider a new parental leave policy. City Attorney **Paul Roberts** introduced this agenda item, which would provide four weeks of fully paid parental leave for new parents. Short-term leave covers 70% of pay, and the proposed policy would have Farmington cover the remaining 30%. The result would be a total of eight paid weeks of parental leave. Surrounding governmental employers offer competitive parental leave, and Farmington needs to adopt a better one in order to stay competitive. Salt Lake City, which has more Staff than surrounding cities, offers the best parental leave benefit.

Councilmember **Amy Shumway** asked if employees could cash out their leave instead of using it. Councilmember **Scott Isaacson** said there may be some employees who would rather have more money than time off.

City Manager **Brigham Mellor** said he is less concerned with the wage/financial implications of this proposed policy, and more concerned with the manpower available to cover the employee taking the leave. For example, it would be difficult for current staff to cover a police officer who is taking two months off of work.

MAYOR AND CITY COUNCIL REPORTS

Mellor said the monthly sewer rate will increase \$3 in an effort to recover costs related to major infrastructure changes required by the federal government. While the City helps collect fees for the sewer district, the City does not have the ability to set the sewer rates. However, many people think the City is responsible for sewer rates. According to an agreement, the City cannot get out of this responsibility. If residents want to discuss this, they should call the sewer district. The utility fee will increase \$3 also.

Councilmember **Kristen Sherlock** said she found out that just one person on the school community council is against the all wheels park, not the whole council itself. Also, the rumor that the City will not be proceeding with the all wheels park is not true. **Mellor** said the Council would hold a work session in April addressing the all wheels park before the community open house is held.

Isaacson said some residents have brought up the sliver of property that ended up between Glovers Lane and their homes before the roundabout. **Mellor** said it is possible to vacate the right of way as has been done previously with both Lagoon and Flanders. While neighbors may be able to extend their yards into this area, they would not be able to build things on that property because the area is meant as detention for the impermeable roundabout surfaces. He said the detention basin would not be part of all wheels park. He said the idea is to give the adjacent land owners the property, but they need to be patient while City Staff figures things out.

Shumway said she has become aware of a lot of asphalt trails throughout the City that need maintenance. The trail near her home behind the Maverik is in bad shape because of tree roots. Lagoon may be responsible for some trail maintenance as well. She would like to start a maintenance schedule for paved trails throughout the City, as reviewed by the new Trails Committee. **Mellor** said the City now has an employee who is exclusively over trails. Recreation, Arts and Parks (RAP) tax money can be used on trail maintenance, but impact fees can't.

Mellor said the new North Cottonwood Commons Park and splash pad will be opened with a kick-off May 23 from 5 to 9 p.m. with a concert, food trucks, and balloons.

City Attorney **Paul Child** said a recent lawsuit had been resolved within the financial parameters the Council previously set. Farmington will pay the settlement in five increments within five years without interest through Intergovernmental Risk Management Agency (IRMA).

Councilmember **Roger Child** said he is concerned with the **Michael Falk** application that was recently denied despite his compliance with policies. That has been four denials total. While no one is excited to see the hillside developed, he is afraid **Falk**'s patience is wearing thin. **Mellor** said he understands that the applicant may be frustrated, but it was a legislative decision that Staff is not that concerned about. An application for what it is currently zoned for wouldn't be denied. **Child** said forcing him down the path of developing under an agricultural zone would be specific to him.

REGULAR SESSION

Present:

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

*Councilmember Melissa Layton,
Councilmember Kristen Sherlock,
City Attorney Paul Roberts,
Recording Secretary Deanne Chaston, and
City Planner/GIS Specialist Shannon
Hansell.*

CALL TO ORDER:

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

PRESENTATION:

Student Spotlight: Sawyer Haws

Miss O'meara nominated **Sawyer Haws** as student of the month. He is outgoing and friendly, has great attendance, and pays attention. He is a class leader and likely a future leader.

Introduction of the New Youth City Councilmembers (YCC) and Administration of the Oath of Office by Mayor Anderson

Mayor Anderson presented this agenda item. He said that the YCC has been an evolving program. Historically, involved youth helped provide “free labor” for City events such as stuffing 40,000 eggs for the Easter egg hunt. Now, youth are also sent through all City departments to see what they do and understand their struggles. For example, when in the Public Works Department, youth get in a back hoe to understand what it takes to get water to residents.

The Youth City Council for 2026 includes: Hayley Anderson, Emma Barber, Macen Beck, Austin Bergstrom, McGuire Bingham, Nash Bingham, Bryndee Bradshaw, Zac Bradshaw, Traden Buchi, Addison Cartwright, Maxwell Christensen, Hanne Davis, Elliot Duncan, Beatrice Etter, Abigail Flake, Nikole Freebarin, Meher Grover, Lucy Hale, Daxton Harris, Ashley Hendriks, Max Johnson, Samuel Johnson, Kiley Kunz, Hailey Leeman, Taylor Meyers, Avi Muirbrook, Jacie Nielson, Carter Richardson, Greta Rollins, Cayden Salway, Kaitlin Sherlock, Samantha Shupe, Charlotte Smith, Truman Stelter, Leia Stevens, Kynlee Sunderland, and Jasmine Taibo.

BUSINESS:

Consideration of a Request to Rezone Approximately 0.6 acres of property from Buffer (B) to the Commercial Recreation Transition (CRT) zoning district for Lagoon at 510 N. 200 West

City Planner/GIS Specialist **Shannon Hansell** presented this agenda item. As Lagoon was preparing for construction of the administration building, they decided they would like to expand the associated parking area. The Planning Commission has reviewed the site plan, which is located in the B zone.

City Councilmember **Amy Shumway** noted that the entrance is very close to Main Street, which may increase the stacking of traffic. She also mentioned that she had hoped to see a landscaped barrier in the parking lot along the trail.

Hansell said the parking is planned for employees, so any back up will be limited to when employees are getting to work before guests arrive. In the City’s opinion, it is a safe distance from the nearest intersection.

Applicant **Dustin Allen**, a Farmington resident representing Lagoon, addressed the Council. He said the amount of employee traffic will be the same as before, and it hasn’t been a problem. A security guard will open and close the gate. The station will be manned, so if there is a traffic problem, the guard can direct traffic.

Councilmember **Kristin Sherlock** said she brought the landscaping issue up at Planning Commission, saying the noise and sight of a parking lot could detract from the trail.

City Manager **Brigham Mellor** said City Staff would look into the issue.

Motion:

Councilmember **Roger Child** moved that the City Council approve the enabling ordinance (enclosed in the Staff Report) for the zone change from B to CRT for Lagoon Administration.

Finding 1:

1. The uses allowed in the requested zone are appropriate for the area and the requested zone matches surrounding zoning and allows for additional parking at Lagoon’s office.

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

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

Parental Leave Policy

City Attorney **Paul Roberts** presented this agenda item. The Council discussed this item in the earlier work session. Farmington currently does not offer paid parental leave to its employees. Instead, full-time employees rely on sick and vacation leave for pay during absences related to a child-adding event in an employee’s life. If an employee lacks sufficient leave but wants to take protected leave for longer periods, then they are allowed to take unpaid leave. Under the Family and Medical Leave Act (FMLA), employees are entitled to annually take off up to 12 weeks of job-protected leave. However, FMLA is not paid leave; it merely protects their job while they utilize it.

If the employee is the one giving birth to the child, they are currently able to access Short-term Disability Insurance (SDI) coverage, which the City provides at no cost to employees. They can receive four weeks of coverage for ordinary births, and six weeks for a cesarean section.

However, SDI only provides 70% of their pre-disability earnings, and the employee remains on the hook for their share of other premiums such as those for medical and life insurance.

With Farmington’s zone of competition, 44% of government employers provide a parental leave benefit of some kind, and others are considering adopting it this year. If Farmington adopts this policy, it would aid in recruitment and retention efforts.

The proposed policy would provide up to four weeks of paid parental leave to a parent of a newborn child or an adopted minor. It does so without reference to the employee’s gender. All employees are entitled to leave under the Parental Leave policy. The policy includes limits on the amount of leave provided in a rolling year, as well as exclusions for adopting a new spouse’s children, among other additional details.

The proposed policy includes a provision for supplemental post-partum recovery leave provided to the employee for medical recovery after giving birth to a child, for up to four weeks. This leave would be in addition to parental leave. Unlike parental leave, it is linked to the employee accessing the SDI benefit purchased by the City. The City’s supplemental leave provides 30% of the employee’s pre-disability salary for the four weeks of approved leave. Combined with the SDI payment of 70%, the employee maintains full compensation for all four weeks.

Employees will, as before, be able to access vacation and sick leave banks to cover any additional time off once these leave banks are depleted. This proposed policy is contemplated to be effective immediately. Eligible employees who have added children in the prior 12 months should be allowed to access it until the 12-month anniversary of the birth or adoption.

Motion:

Councilmember **Melissa Layton** moved that the City Council adopt the resolution creating parental leave and supplemental post-partum recovery leave for City employees.

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

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

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Approval of the City Council minutes for February 17, 2026.
- Item 2: Monthly Financial Report
- Item 3: Approval of DahlCo Quote for Paver Installation at North Cottonwood Commons (NCC) in the amount of \$92,460.

Motion:

Sherlock moved to approve the Summary Action list Items 1-7 as noted in the Staff Report.

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

Mayor Pro Tempore/Councilmember Amy Shumway	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 Kristen Sherlock	X Aye	<input type="checkbox"/> Nay

GOVERNING BODY REPORTS:

Mayor Anderson and City Council Reports

Mayor Anderson encouraged participation in the Bountiful parade on July 25, which would mean walking the streets of Bountiful dressed as a pioneer.

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 7:30 p.m.

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

Mayor Pro Tempore/Councilmember Amy Shumway	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 Kristen Sherlock	X Aye	<input type="checkbox"/> Nay

DeAnn Carlile, Recorder

FARMINGTON CITY – CITY COUNCIL RETREAT

Zermatt Resort 784 West Resort Dr, Midway, Utah

March 6th and 7th, 2026

Present:

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

*Assistant City Manager/City Engineer Chad
Boshell,
Finance Director Levi Ball.
Parks & Recreation Director Colby
Thackerary
Public Works Director Larry Famuliner
Community Development Director Lyle
Gibson,
Police Chief Austin Anderson,
Fire Chief Shelby Willis,*

Friday, March 6, 2026

CALL TO ORDER:

2:00 PM City Manager **Brigham Mellor** called the meeting to order

2:02 PM City Attorney **Paul Roberts** showed a video recap of 2025 projects and events throughout the year.

2:20 PM City Manager **Brigham Mellor** presented a slide show on the city's conditions from an administrative perspective. Followed by a financial review of the municipal budget presented by the City's Finance Director, **Levi Ball**. **Larry Famuliner** presented the projects completed by the Public Works Department in the 2025 Calendar year. **Chad Boshell** presented data that the GIS Specialist had assembled in an infographic. **Brigham Mellor** concluded the meeting with a best-practice exercise for the council.

5:00 PM Adjournment

6:00 PM Council returned to meet for dinner with spouses and department heads, and to play a municipal version of the Game of Life.

9:00 PM Night ended

Saturday, March 7, 2026

8:00 AM Breakfast was served

8:30 AM The council began a tax increment financing exercise. **Paul Roberts** presented information related to Human Resource matters and communications efforts underway. Police Chief **Austin Anderson** presented information related to the evidence management and crime scene investigations. **Colby Thackeray** presented a schematic design for the new all-wheel park under consideration. Fire Chief **Shelby Willis** presented an annual report on the Farmington Fire Departments efforts in Calendar year 2025. **Lyle Gibson** presented a project pipeline expectation for the upcoming construction season and a recap of projects presently under construction. **Brigham Mellor** concluded the meeting with an outline of how tax increment works in the project areas created in 2018 that will not be collecting increment from the various entities in the upcoming fiscal year.)

12:00 PM Adjournment - Box lunches were served and the participants went home.

DeAnn Carlile, City Recorder

FARMINGTON CITY – CITY COUNCIL MINUTES

March 12, 2026

REGULAR SESSION

Present:

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

*Councilmember Melissa Layton,
Councilmember Kristen Sherlock,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile, and
City Planner/GIS Specialist Shannon
Hansell.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 5:06 p.m. Councilmembers participated electronically via Zoom.

BUSINESS PUBLIC HEARING:

Sale of 2.1 acres of land located at approximately 1820 W. Shepard Lane, on the North Side of Shepard Lane, to Rocky Mountain Power

City Manager **Brigham Mellor** presented this agenda item. The Utah State Legislature, STACK Real Estate, and Utah Department of Transportation have been working with Farmington to get a new power substation in West Farmington. Rocky Mountain Power has agreed to purchase this property which Farmington purchased from the Boyce family three years ago. The closing will be tomorrow following the passage of this resolution. Parcel ID #08-057-0019 will be sold for \$1,000,000 to PacifiCorp. The City’s only financial loss was in transaction fees.

Mayor Anderson opened and closed the Public Hearing, as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Councilmember **Scott Isaacson** moved that the City Council approve the sale of 2.1 acres of land located at approximately 1820 W. Shepard Lane on the north side of Shepard Lane to Rocky Mountain Power.

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

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

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Consideration of an amendment to the Development Agreement for the ANA at approximately 1000 N. Shepard Park Road to include language in the agreement which reflects conditions previously imposed by the City Council with the initial approval.

Motion:

Councilmember **Kristen Sherlock** moved to approve the Summary Action list Item 1 as noted in the Staff Report.

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

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

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 5:11 p.m.

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

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

DeAnn Carlile, Recorder