

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, September 1, 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 <https://farmington.utah.gov/city-government/city-council/city-council-meetings/>. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

COMBINED WORK SESSION WITH PLANNING COMMISSION – 6:00 p.m.

- Land Use Training presented by Attorney Steve Noel
- Discussion of regular session items upon request
- Mayor Anderson & City Council Reports

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Kristen Sherlock, Councilmember
- Pledge of Allegiance – Roger Child, Councilmember

BUSINESS:

- Culinary Water Restrictions and Proposed Fee Schedule Change **4**
- Rezone from the AA (Agriculture) zone to the LR (Large Residential) zone and consideration of Schematic Subdivision and Preliminary PUD (Planned Unit Development) Master Plan for the Avocet Subdivision **15**
- Amendment to the ordinance vacating a certain portion of the Glovers Lane right-of-way **56**
- Consideration for acceptance of South Davis Greenway Final Report **63**
- Zone Text Amendment – Section 11-14-050 and 11-14-060: BP Zoning District setback and height allowances **143**
- Multiple Amendments to Title 11, Planning and Zoning, to remove reference to the SPARC (Site Plan Architecture Review Committee), modify requirements for posting a bond in relation to a demolition, and update provisions related to the Planning Commission based on state law requirements **151**

SUMMARY ACTION LIST: **184**

1. Consideration of Interlocal Agreement with Davis County Storm Water Coalition **185**
2. Interlocal Agreement with Davis County for provision of Fire/EMS services to abutting unincorporated county areas **192**
3. Minutes approval for July 21, 2026, August 4, 2026 and August 18, 2026 **204, 212, 218**
4. Monthly Financial Report for July 2026 **222**

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on August 27, 2026
DeAnn Carlile, City Recorder*

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Culinary Water Restrictions and Proposed Fee Schedule Change

PRESENTED BY: Larry Famuliner, Public Works Director

MEETING DATE: September 1, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Larry Famuliner, Public Works Director
Date: September 1, 2026
Subject: **Culinary Water Restrictions & Proposed Fee Schedule Change**

The attached draft includes proposed changes to our City code governing the use of culinary water during periods of water restrictions. The code amendments introduce specific penalties for repeat offenders. The draft also recommends a drastic increase for the fee charged for culinary residential water connections above 20,000 gallons within a month, for inclusion in a future consolidated fee schedule amendment.

RECOMMENDATION(S)

Approve the draft changes or provide feedback to staff.

Motion Language: "I move that the City adopt the ordinance amending sections of the Farmington City Code concerning the use of culinary water during water shortages and cross-connections."

BACKGROUND

At the beginning of the watering season, we met with the Council in work session and received policy guidance regarding culinary water restrictions during periods of water shortage. This year has been acutely dry, particularly in the snowpack we all rely upon for both culinary and secondary water. And although we'd love to rely on hope that this Winter will produce plentiful precipitation, a more pragmatic approach seems necessary.

The proposed amendments affect two areas: (1) codifying a prior non-codified ordinance previously adopted by the Council, and making changes for automatic triggering of levels, and (2) ensuring it is clear to all residents that cross-connections between culinary and secondary lines are illegal, and only permitting a culinary line to be used for irrigation under certain circumstances and subject to backflow-prevention.

We are also seeking input from the Council on whether a fee schedule change increasing the fee for the highest category of residential water users meets the council's expectations. If so, it will be included during the next amendment to the consolidated fee schedule.

Curtailment of Culinary Water Use

Using Ordinance 2021-19 as a template, the code amendment proposes codifying that ordinance for ready access and reference by the public. It is difficult for the residents to find non-codified ordinances, so we hope this will be an improvement.

The 3-tier system is retained in this amendment; however, under the 2021 ordinance the City Council was required to sign off on any level of restriction, including Tier 1. The proposed amendment instead attaches the first two tiers of reaction to the Weber Basin Water Conservancy District's actions. This agency provides much of the secondary water service directly to our residents, and also provides water for the Benchland Water District later in the season. Restrictions for water use by that body are generally applied to all users, as is the cut-off date for irrigation.

Tier 1 does not involve actual restrictions at all, and is limited to an authorization for the city to expend resources in increasing community awareness and encouraging voluntary reduction in water use. It is triggered if Weber Basin indicates that water shortages or reduced allocations are likely to occur. We get this sort of information in the first few months of the year, once the snowpack levels are well-established.

Tier 2 introduces the first level of punishable restrictions and prohibits the outdoor use of culinary water. It will be triggered at the end of every watering season, when secondary water is turned off. And it will be triggered during the watering season if Weber Basin reduces allocations for secondary water by 20% or greater. The annual trigger is necessary because some residents may be tempted to illegally cross-connect their culinary water lines into their secondary water lines. Alternatively, they may begin to use hoses supplied by culinary water to irrigate their lawns on a regular basis, thus straining our already scarce culinary water system.

Exceptions to the Tier 2 restrictions include: (1) those who lack access to a secondary water main (which applies in a few areas of the city), but who will be subject to the same ratio of water reduction as the secondary water users (i.e. 20%, 30%, etc); (2) hand-held hose-watering, which requires a person to be physically present during the watering; (3) government use of water; and (4) use of recirculated water for public and quasi-public pools and splash pads.

Tier 3 restrictions will be rarely implemented, if at all, and the City Council will need to convene and enact those restrictions. These restrictions are limited to natural

disasters, water contamination or well failures. Such restrictions will be extreme, and residents' failure to abide by them would be disastrous to our water supply. The extent of restrictions will vary depending upon the specific circumstances, but the code indicates that culinary water use will be limited to essential health and safety functions.

Penalties

Warnings are standard for first offenses, followed up by a \$200 citation for a second offense. From there, penalties get more severe, and the use of culinary water in violation of these restrictions will be considered unauthorized use of water utilities, which unlocks our ability to disconnect water for those users. On a fourth offense, the property owner is guilty of a Class B Misdemeanor.

Warnings and citations are issued to the property owner under the draft before the Council. There is a realistic chance that a tenant might, against the property owner's wishes, engage in unlawful conduct. But the reality is that in a landlord-tenant situation, both parties will simply point at the other for blame. So we opted to draft language to enforce the code against the one with ultimate control over the property – the property owner. If the Council would prefer to alter this to apply to tenants, we could make that alteration – although proving which tenant actually turned on the water (if they don't just blame the landlord) could prove difficult. The code also provides that a misdemeanor offense involves strict liability – meaning that the intent of the offender is not a question that bears on guilt.

Appeals

Where turning off water is concerned, it is important to provide a mechanism for the innocent to seek administrative relief. A property owner who can demonstrate that they did not violate the water restrictions by a preponderance of evidence, may keep their water turned on during their appeal of the citation or the criminal proceedings. If the citation is upheld or conviction entered, then the temporary disconnection of water may proceed due to it being considered unauthorized use.

Civil citations are ultimately heard by the Administrative Hearing Officer, and criminal citations would be referred for prosecution in the Justice Court.

Cross-Connections

The amendment also clarifies the code provisions surrounding cross-connections, where an individual connects a secondary system to a culinary water system. This

can result in the contamination of the culinary water system and significant harm to the community.

The code changes adopt a definition of “cross connection” and calls out the prohibition explicitly. For those rare homes that lack secondary water infrastructure near their residence, culinary water may be used for irrigation, but all of those users are required to install an air gap or backflow prevention device to prevent contamination.

Possible Fee Schedule Change

We usually amend the fee schedule as a stand-alone item, with multiple fees being addressed at the same time, and conduct a public hearing before changing the rate. We would like your input as to whether to include this change during the next consolidated fee schedule amendment.

The purpose of this increased fee would be to make very-high water users pay significantly more if they use greater than 20,000 gallons of water in a given month. This would likely impact those using culinary water to irrigate (whether legally or illegally) or supplement their watering through hose-watering, those who engage in extreme water waste, and those with leaks in their system.

Usage Charges:

Residential	0-5,000	Minimum	Base Rate
	5,001-10,000	\$3.70	per 1000 gal
	10,001 – 20,000	\$4.00	per 1000 gal
	20,001 & above	\$4.40 <u>\$12.00</u>	per 1000 gal
Commercial		\$3.10	per 1000 gal

Respectfully submitted,



Larry Famuliner
Public Works Director

Review and concur,



Brigham Mellor
City Manager

ORDINANCE NO: 2026 -__

**AN ORDINANCE OF THE FARMINGTON CITY COUNCIL AMENDING
PROVISIONS OF CHAPTER 9-1 OF THE FARMINGTON CITY MUNICIPAL CODE
RELATED TO CULINARY WATER SUPPLY SHORTAGE AND DROUGHT
CONDITION MEASURES**

WHEREAS, the City of Farmington and State of Utah are consistently and predictably facing water shortages during irrigation seasons due to extreme drought conditions: and

WHEREAS, the City currently requires the installation of secondary water systems for outdoor watering, which encourages the preservation of culinary water supply sources; and

WHEREAS, the City Council has been provided information demonstrating that the supply of culinary water for which the City has rights to use is insufficient to supplement or replace secondary water during periods of scarcity, disconnection or end-of-season discontinuance; and

WHEREAS, the City finds that its supply of culinary water is an essential resource for the public health and safety of Farmington City; and

WHEREAS, the City Council has determined that to protect the public health and safety, restrictions during periods of scarcity are appropriately implemented through the changes in this ordinance.

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

Section 1: Amendment. Sections 9-1-080 and 9-1-310 are amended as provided in the attached Exhibit A.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 1ST DAY OF SEPTEMBER 2026.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

9-1-080: CURTAILMENT OF USAGE – RESTRICTIONS AND PENALTIES:

A. The city council may ~~by resolution~~ regulate, restrict or limit the use of water during water shortage periods and shall have the power to take all necessary means and ~~make any unnecessary means and~~ make any necessary regulations as circumstances require to protect the users of the city water.

B. The following shall apply to the city culinary water system when specific circumstances are present:

1. Level 1 (Advisory): When potential water shortages are identified by the Weber Basin Water Conservancy District, staff may engage in increasing community awareness of potential water shortages. City resources may be dedicated to conveying this information, even if limited to secondary water usage only, and encouraging voluntary reduction in water use.

2. Level 2 (Moderate Restrictions): When either: (i) Weber Basin Water Conservancy District implements allocation reductions for secondary water of twenty percent (20%) or greater, or (ii) Weber Basin Water Conservancy District's secondary water system is depressurized for the season, then outdoor use of culinary water is prohibited without prior City Council approval, except in the following circumstances:

a. The home lacks access to a secondary water main because there is no main in an abutting right-of-way or abutting public utility easement. In such cases, the user shall be required to reduce their outdoor watering in a percentage equal to that required by Weber Basin Water Conservancy District, and shall cease irrigation watering on the same date on which the District's watering season ends;

b. Hand-held hose-watering of planter boxes, trees and gardens, with a person physically present and overseeing watering;

c. Water use by government entities for public safety or public welfare; and

d. The use of recirculated and treated water for public or quasi-public swimming pools and splash pads.

3. Level 3 (Critical Restrictions): When the water system experiences extreme circumstances such as natural disaster, extreme drought, contamination or well failures, the City shall prohibit all outdoor use of culinary water and limit culinary water use to essential health and safety functions. The City Council must authorize the imposition of this restriction by resolution.

C. Notice of Level 2 and Level 3 Restrictions shall be posted on the city website, posted in a prominent location at the Farmington City Municipal Building, and shared on the city's social media accounts, prior to enforcement of penalties under those restrictions.

D. Violations of restrictions posted in compliance with subsection C of this code, on a property owner's land within the same calendar year, constitutes the unauthorized use and diversion of residential culinary water service. Enforcement against the property owner shall follow the process established in chapter 1-6 of this code, and violations are punishable by the following:

1. For a first offense, a warning may be issued to the property owner by an individual authorized by the city;

2. For a second offense occurring more than twenty-four (24) hours after the first offense, a civil citation accompanied by a fine of \$200.00 shall be issued to the property owner;

3. For a third offense occurring more than twenty-four (24) hours after the second offense, a civil citation accompanied by a fine of \$400.00 shall be issued to the property owner, and culinary water shall be disconnected for one (1) day after all fines and reconnection fees have been paid; and

4. For each offense occurring more than twenty-four hours following a citation issued pursuant to subsection (D)(3), the owner of the property is guilty of a Class B misdemeanor and a minimum fine of \$600.00, and culinary water shall be disconnected from the offending property for a minimum of two (2) days. A citation issued under subsection (D)(3) which has not been administratively overturned serves as valid proof of the prior offenses, and the City is not required to prove each prior offense as part of a criminal prosecution under this subsection. A violation of this subsection is a strict liability offense.

E. An informal hearing is available to property owners prior to disconnection under subsection (D)(3) and (D)(4) of this section. Such an

appeal must be requested by the property owner by filing a written request with the City Recorder before disconnection takes place.

1. The pre-disconnection hearing shall be conducted by the City Manager or a designee, within two business days of receiving the appeal.
 2. The appellant shall be permitted to present evidence and question any city witnesses.
 3. The disconnection shall only be overridden in cases where it is established by a preponderance of evidence that the violation did not occur.
 4. A disconnection shall not be overridden based upon lack of intent, the owner's absence from the property, extenuating circumstances unrelated to water usage, or requests for leniency.
 5. Overriding a disconnection shall not result in a civil or criminal citation being dismissed; an appealed citation must be resolved via an administrative hearing as provided in subsection (F) of this section, or via criminal prosecution.
 6. If a violation is ultimately upheld by the administrative hearing officer following an administrative hearing under subsection (F) of this section, the property owner is convicted of the violation, or if the property owner fails to timely appeal a civil citation within the timeline established in Chapter 3-7 of this Code, then the water disconnection shall be re-authorized as a penalty for the unauthorized use.
- F. All other appeals shall be undertaken by filing a written notice of appeal with the City Recorder, as provided in Chapter 3-7 of this Code.

9-1-310: CROSS CONNECTIONS:

- A. Title And Purpose: This section shall be known as the FARMINGTON CITY CROSS CONNECTION ORDINANCE, and may be so cited. The purpose of this section is to protect the public potable water supply from contamination or pollution by isolating within its customers' internal distribution system(s) or its customers' private water system(s) such contaminants or pollutants which could backflow or back siphon into the public potable water supply system. This section is adopted pursuant

to section R309-~~102-5-105-12~~ of the Utah safe drinking water rules and regulations.

B. Definition of Cross Connection: For purposes of this section, "cross connection" means a physical link between the city's culinary water system and a contaminated or non-potable source, such as a secondary water system or private well.

A.C. Prohibition: All cross connections between a culinary and secondary water system are absolutely prohibited within the city, regardless of when such cross connection was established.

B.D. Requirements: No water service connection to any premises within Farmington City shall be installed or maintained unless the water supply is protected. ~~Unprotected cross connections shall not be an integral part of any consumer's water system within Farmington City. If culinary water is used for irrigation in a residential setting due to the absence of an available connection to the secondary water system within an abutting right-of-way or public utility easement, then nthe event a cross connection cannot be eliminated, it the water supply~~ must be protected by the installation of an air gap or approved backflow prevention assembly/device in accordance with the provisions set forth herein.

~~E.~~ Responsibilities: It shall be the responsibility of the consumer to purchase, install or cause to be installed, test and maintain any backflow prevention assembly/device required herein. It shall be the responsibility of the city public works and building departments to administer and enforce the provisions of this section to ensure compliance herewith.

~~D.F.~~ Compliance: All connections to the Farmington City potable water system and backflow prevention devices required herein shall conform to the provisions of this section, the international plumbing code as adopted by the city, the Utah safe drinking water act, and other relevant provisions of Utah Code Annotated, as amended.

~~E.G.~~ Enforcement: Service of water to any building or location, in the discretion of Farmington City, may be discontinued if a backflow prevention assembly required by this section is not installed, tested and maintained, if a backflow prevention assembly has been removed or bypassed, or if an ~~unprotected~~ cross connection exists at the building or location. In addition, water service may be terminated to any building or location when the public works director or building official determines that the service connection's water usage constitutes a sufficient hazard

or risk to the water supply or to the city water system. The city shall give reasonable notice to the customer and/or owner of the building or location of the termination of water service to a building or location, and where the consumer could not reasonably be so notified before termination, then notice shall be given promptly afterwards. Service will not be restored until such conditions or defects are corrected to the requirement of this section and the satisfaction of the city.

F.H. Recordkeeping: Officers and employees of the public works department and the building department shall report all installations of backflow prevention devices, assemblies and methods of cross connection correction installed by or communicated to them to the public works director. The public works director shall maintain or cause to be maintained an inventory of all said assemblies, as well as test and repair records on all such assemblies, and shall be responsible for notifying customers of annual testing requirements or other enforcement requirements.

G.I. Omission Not Waiver: The omission to specify or enumerate in this section those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Rezone from the AA (Agriculture) zone to the LR (Large Residential) zone and Consideration of Schematic Subdivision and Preliminary PUD (Planned Unit Development) Master Plan for the Avocet Subdivision

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: September 1, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson –Community Development Director

Date: 9/1/2026

Subject: Rezone from the AA (Agriculture) zone to the LR (Large Residential) zone and Consideration of Schematic Subdivision and Preliminary PUD (Planned Unit Development) Master Plan for the Avocet Subdivision at 44 W 1600 S and 1575 S Frontage Road for applicant Cole West.

RECOMMENDED MOTION

Motion to approve the requested rezone to the LR district, PUD Overlay, Schematic Subdivision Plan, and Development Agreement as included with this report.

Findings:

The requested zoning and PUD overlay creates development which is consistent with the city's adopted General Plan and which is appropriate at the subject property in relation to its surroundings.

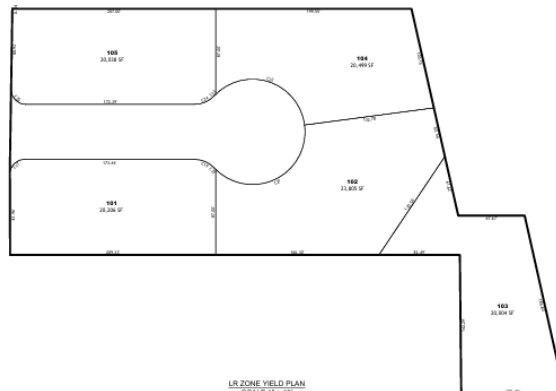
BACKGROUND

The subject property is undeveloped land just east of I-15 adjacent to the frontage road and the northbound flyover from I-15 to the West Davis Corridor.

The AA zoning currently applies to this and a handful of nearby properties to the north and south. The requested LR zone can be found to the east and south with some higher density R and R-2 zoning in neighborhoods to the north near the park.

Development of the property is highly limited under the current zoning. The applicant is seeking a rezone to the LR district to develop single family lots. The 20,000 square foot conventional lot size found in the LR zone would yield a subdivision of 5 total lots.

(Yield Plan)



Most of the development in the area includes homes on lots of approximately 10,000 square feet in size having used the Alternative standards found in the LR district by providing open space. Rather than providing open space within the project area, the current proposal includes a development agreement which established the parameters for the purchase of TDR (Transfer of Development Right) lots. The TDR concept is specifically outlined as an option within the LR zoning district. The use of TDR lots allows for the consideration of adding additional lots into a project. In the case of this proposal the applicant is seeking to purchase 10 TDR lots from the city to bring the total number of lots to 15. The TDR purchase supports open space off site and if accepted would allow for lots of 5,500 square feet in size or larger as proposed, a nearby example of lots of this nature can be found on the south side of 1700 South in Centerville's Woods Park Subdivision.

The project includes a single larger lot that fronts 1600 South Street and 14 smaller single family home lots along a private drive accessed from the frontage road. A schematic plan has been provided along with example architecture to be used in the construction of homes.

The project as proposed includes a private street along with a request to use setbacks which vary from the standards of the LR zone. As such a PUD (Planned Unit Development) overlay is being requested and the provisions accounting for the requested deviations are found in the included development agreement. Notably the applicant is seeking approval of the lot sizes and reduced setbacks in the side, front, and rear yards.

Together with the rezone request the applicant has submitted a schematic subdivision design. The Development Review Committee (DRC) has undertaken an initial review of the design and generally recognizes the ability to serve the project as proposed. There are known questions or issues to be fully resolved related to storm water management, flood plain alteration, and wetland delineation. Should the City grant approvals of the current request, the applicant would be required to do more extensive design and engineering and provide proof of resolution related to all applicable requirements including any documentation needed resolving water related concerns or issues from applicable entities such as FEMA or the Army Corp of Engineers.

The Planning Commission's recommendation for this project was divided. The recommendation to approve the 15 lot concept included with this report won the majority vote, the descending votes

were in favor of a rezone but thought that additional homes as was originally presented by the applicant was more desirable for the location.

The City Council has broad discretion in whether or not it wishes to grant the rezone and approve the proposed PUD and Development Agreement. If the zoning and PUD are desirable, then the schematic subdivision should be approved.

Respectfully submitted,



Lyle Gibson
Community Development Director

Review and concur,



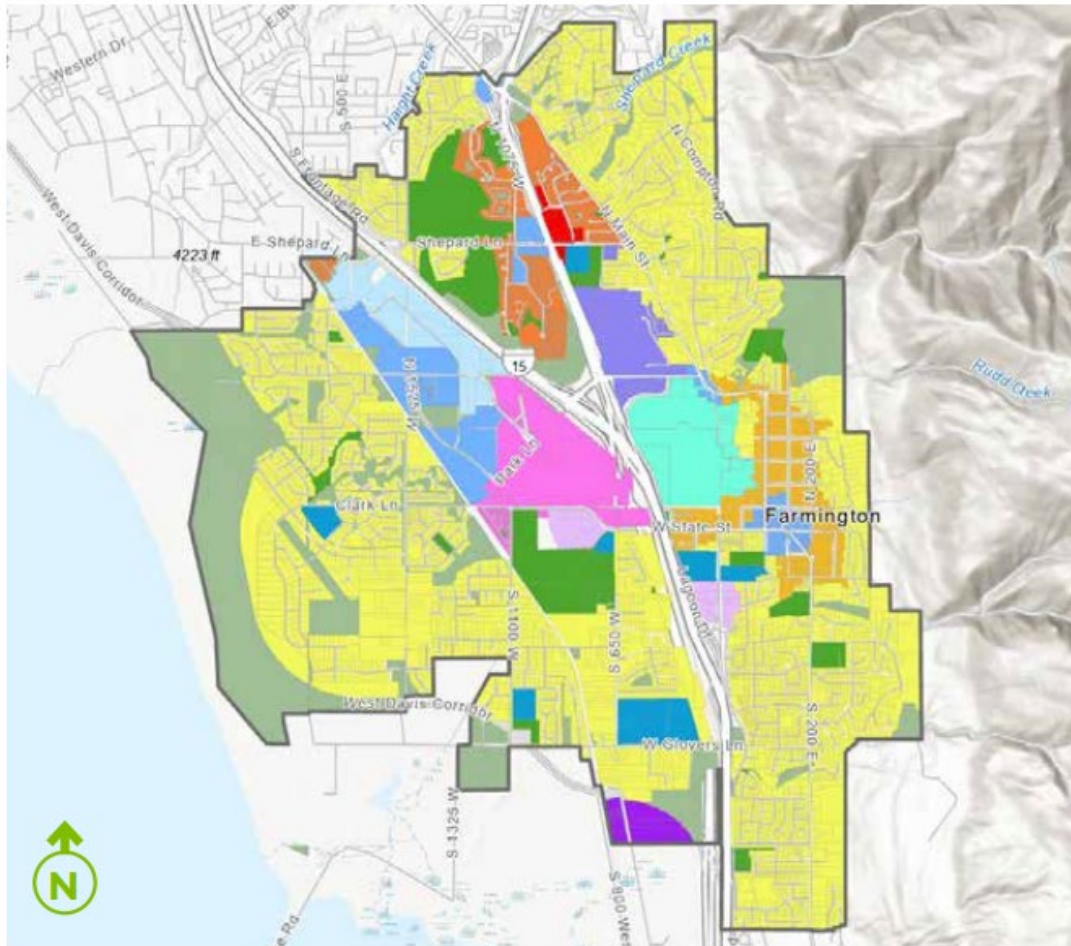
Brigham Mellor
City Manager

Supplemental Information

- 1. General Plan Future Land Use Maps**
- 2. Current Zoning Map**
- 3. Vicinity Map**
- 4. Enabling Ordinance for Rezone**
- 5. Development Agreement / Schematic Plan**

GENERAL PLAN

11.8 Future Land Use Map

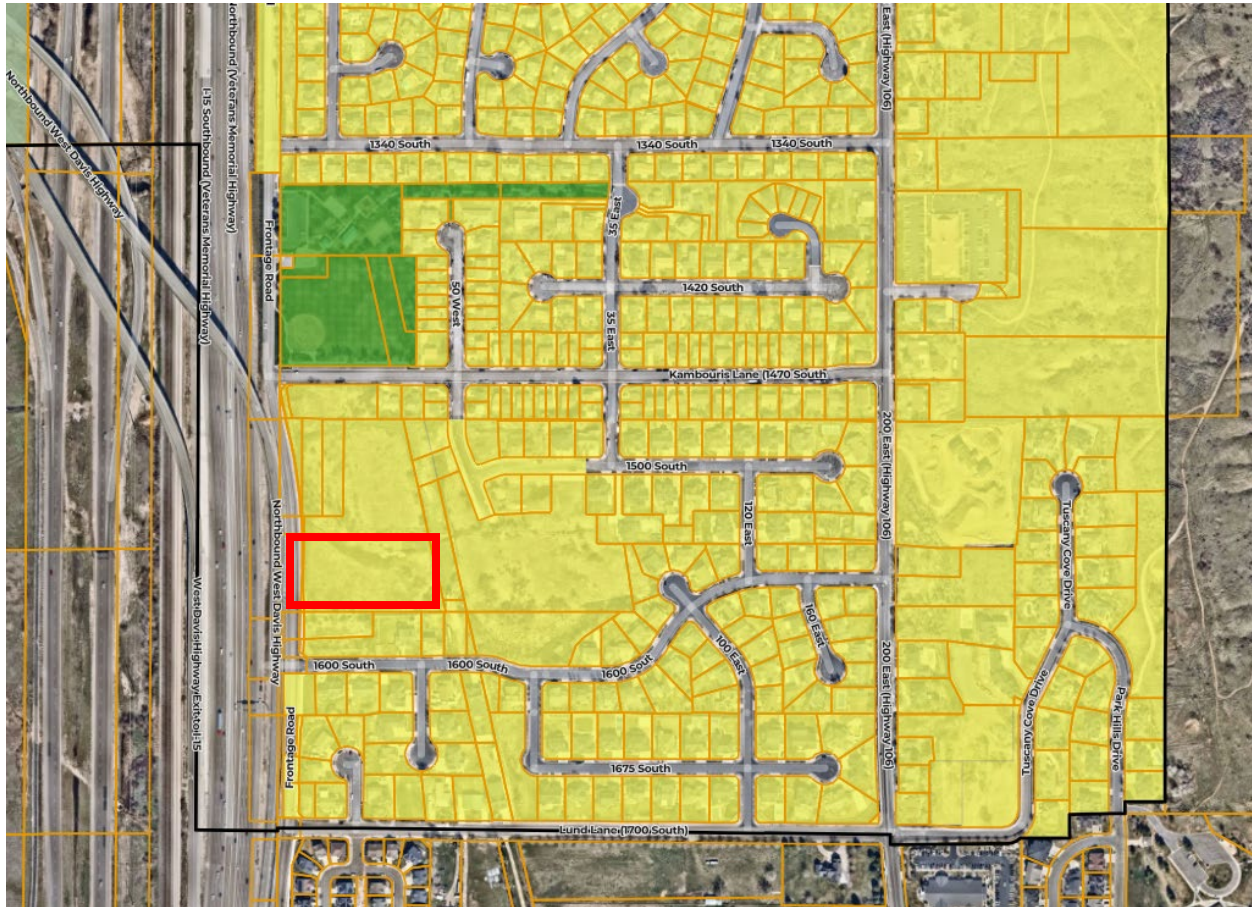


NR

The Neighborhood Residential areas of Farmington offer opportunities for conventional residential neighborhoods. These areas include medium-to-large residential lots and may also include clustered developments with smaller lots that offer shared open spaces and/or protect sensitive areas.



GENERAL PLAN – FUTURE LAND USE MAP – AREA CLOSEUP

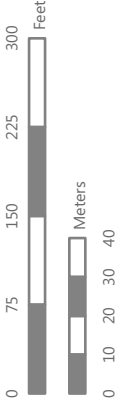


Yellow = Neighborhood Residential

Green = Community and Recreation (Park / Trail)



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



VICINITY MAP

Avocet PUD



FARMINGTON, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 44 W 1600 S AND 1575 S FRONTAGE ROAD FROM AA TO LR-PUD (26-17).

WHEREAS, the Farmington City Planning Commission has held a public hearing and reviewed and made a recommendation to the City Council concerning the proposed Zoning Map amendment from AA (Heavy Agriculture) to LR (Large Residential) to include the PUD (Planned Unit Development) overlay, pursuant to State Law and the Farmington City Zoning Ordinance; and

WHEREAS, the City Council of Farmington City finds that such Zoning Map amendment should be made;

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

Section 1. Zone Change. The property described as 44 W 1600 S and 1575 S Frontage Road all totaled being approximately 2.8 acres in size, is hereby reclassified from zone AA to LR (PUD) said property being more particularly described/illustrated as set forth in Exhibit A attached hereto and by the referenced made a part hereof.

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

Section 3. Effective Date. This ordinance shall take effect immediately upon final passage by the City Council.

DATED this 1st day of September, 2026.

FARMINGTON CITY

ATTEST:

Brett Anderson, Mayor

DeAnn Carlile, City Recorder

EXHIBIT "A"

Parcel ID 07-070-0168

Legal Description

A PART OF THE NW 1/4 OF SEC 31-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT LIES S 00°15'20" W 1550.17 FT & N 89°44'40" W 1685.67 FT FR THE N 1/4 COR OF SD SEC 31; TH W 465.50 FT TO THE E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 11/10/2021 AS E# 3434349 BK 7884 PG 1208; TH ALG SD PPTY THE FOLLOWING TWO COURSES: N'LY ALG THE ARC OF A 16220.92 FT RADIUS CURVE TO THE LEFT AN ARC LENGTH OF 217.70 FT (LC BEARS N 00°24'06" W 217.70 FT) & N'LY ALG THE ARC OF A 1853.50 FT RADIUS CURVE TO THE LEFT 32.31 FT (LC BEARS N 01°17'08" W 32.31 FT); TH E 411.13 FT; TH S 12°45'42" E 256.33 FT TO THE POB. (NOTE: ROTATE ABOVE BEARINGS 00°19'39" CLOCKWISE TO EQUAL HIGHWAY BEARINGS.) CONT. 2.514 ACRES LESS & EXCEPT THAT PPTY CONV TO UDOT IN WARRANTY DEED RECORDED 07/30/2025 AS E# 3627354 BK 8800 PG 261

DESC AS FOLLOWS: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING I-15 KNOWN AS PROJECT NO. S-R199(343), BEING PART OF AN ENTIRE TRACT OF LAND, SIT IN LOT 2 & IN LOT 1 OF SEC 31-T3N-R1E, SLB&M, THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT A PT IN THE EXISTING E'LY FRONTAGE ROAD R/W LINE OF THE I-15 FRONTAGE ROAD (800 WEST STR), SD PT IS 1456.85 FT S 00°15'20" W ALG THE CENTER 1/4 SEC LINE & 2151.84 FT W, FR THE N 1/4 COR OF SD SEC 31, AT A PT IN THE ARC OF A 16,249.03 FT RADIUS (16,220.92 FT RADIUS BY RECORD) NON-TANGENT CURVE TO THE LEFT (NOTE: RADIUS BEARS S 89°40'42" W) AT A PT APPROXIMATELY 37.50 FT PERP'LY DISTANT E'LY FR THE I-15 FRONTAGE ROAD (800 WEST STR) CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 143+00.35; & RUN TH N'LY 131.53 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 00°27'50" (NOTE: CHORD TO SD CURVE BEARS N 00°33'13" W FOR A DIST OF 131.53 FT), TO A PT IN A 1,853.70 FT RADIUS (1,853.50 FT RADIUS BY RECORD) NON-TANGENT CURVE TO THE LEFT (NOTE: RADIUS BEARS S 89°12'49" W); TH N'LY 32.31 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 00°59'55" (NOTE: CHORD TO SD CURVE BEARS N 01°17'08" W FOR A DIST OF 32.31 FT), TO THE NW COR OF SD ENTIRE TRACT, AT A PT OF NON-TANGENCY; TH E 4.58 FT ALG THE N'LY LINE OF SD ENTIRE TRACT, TO A PT IN A 1537.50 FT RADIUS NON-TANGENT CURVE TO THE RIGHT (NOTE: RADIUS BEARS N 89°07'46" W); TH S'LY 0.84 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 00°01'53" (NOTE: CHORD TO SD CURVE BEARS S 00°53'11" W FOR A DIST OF 0.84 FT), TO A PT 37.50 FT RADIALLY DISTANT E'LY FR SD CONTROL LINE OPPOSITE ENGINEER STATION 144+63.36; TH S 00°54'08" W 163.01 FT TO THE POB. (NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 00°06'12" COUNTER-CLOCKWISE TO OBTAIN NAD83 HWY BEARINGS.)

CONT. 0.008 ACRES TOTAL ACREAGE 2.506 ACRES

Parcel 07-070-0125

A PARCEL OF LAND BEING PART OF THE NW 1/4 OF SEC 31-T3N-R1E, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON THE N'LY BNDRY LINE OF TUSCANY VILLAGE PUD RECORDED AS E# 2417499 BK 4697 PG 262 & THE W'LY LINE OF THE FORMER BAMBERGER ELECTRIC RAILROAD (BERR) R/W, SD POB BEING S 00°14'41" W 1550.17 FT ALG THE E LINE OF SD NW 1/4 & N 89°45'19" W 1685.67 FT FR THE N 1/4 COR OF SD SEC 31; & RUN TH ALG SD W'LY LINE OF BERR R/W N 12°46'21" W 41.01 FT TO THE S LINE OF THE PPTY DESC IN THAT SPECIAL WARRANTY DEED, RECORDED AS E# 2848717 BK 6205 PG 885; TH ALG SD S LINE N 89°59'47" E 67.67 FT TO THE E'LY LINE OF SD BERR R/W; TH ALG SD E'LY LINE S 12°46'21" E 41.00 FT TO SD N'LY BNDRY LINE OF SD TUSCANY VILLAGE PUD; TH ALG SD N'LY BNDRY LINE S 89°59'21" W 67.67 FT TO THE POB.

CONT. 0.063 ACRES.

Parcel 07-272-0041

ALL OF LOT 41, TUSCANY VILLAGE PUD.

CONT. 0.24000 ACRES.

Parcel 07-272-0050

BEG AT THE SE COR OF LOT 41 OF TUSCANY VILLAGE PUD, & RUN TH N 89°26'37" E 30.46 FT ALG THE S BNDRY OF PARCEL B OF SD TUSCANY VILLAGE PUD; TH N 12°42' W 144.81 FT ALG THE E LINE OF THE FORMER BAMBERGER RR R/W TO THE NE COR OF SD LOT 41; TH S 0°33'23" E 141.57 FT ALG THE E BNDRY OF SD LOT 41 TO THE POB.

CONT. 0.05 ACRES

After recording, please send to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between CW Avocet, LLC, a Utah limited liability company (“Developer”), and Farmington City, a municipality and political subdivision of the State of Utah (the “City”). This Agreement is approved by current property owner The George K. Fadel Trust dated December 29, 1975 (the “Property Owner”), through its trustee. City and Developer are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Property Owner owns the land abutting the east I-15 frontage road and 1600 South Street, identified in Davis County Recorder Records as parcel ID numbers 07-070-0168, 07-070-0125, 07-272-0041 and 07-272-0050, together with any other property described on Exhibit A attached hereto, more particularly described on Exhibit A attached hereto (the “Property”). Developer has the Property under contract from the Property Owner.

B. The Developer desires to establish a planned unit development (PUD) on the Property and seeks City approvals to do so.

C. The Parties desire to enter into this development agreement to establish parameters and conditions necessary for such approval.

D. 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 20 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 Preliminary PUD Master Plan. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-20-102(18).

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

1.2.7. “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.

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

1.2.9. “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.

1.2.10. “Preliminary PUD Master Plan” means the development plan for the Property attached hereto as Exhibit B.

1.2.11. “Project” means the development to be constructed by Developer on the Property in accordance with the Preliminary PUD Master Plan.

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

2. **Effective Date.** This Agreement is effective as of the date it has been fully executed by the Parties and Property Owner (the “Effective Date”).

3. **Vested Rights.** As of the Effective Date, Developer has the vested right to proceed with application for preliminary and final plat approval for the Project in accordance with the Preliminary PUD Master Plan, with the maximum of fifteen (15) lots for the Property, subject to Developer’s compliance with the express obligations under this Agreement.

4. **Zoning; Deviations.** Developer shall develop the Property in a manner that is consistent with the uses allowed by this Agreement.

4.1. **Zoning.** The Project will be developed in accordance with (i) this Agreement, (ii) the Preliminary PUD Master Plan, and (iii) the requirements of the underlying zone, except as modified by this Agreement.

4.2. **Maximum Lots Permitted.** The Project shall be allowed to proceed with a maximum lot number of fifteen (15) lots, as provided on the Preliminary PUD Master Plan and conditioned upon the Developer completing its obligations under this Agreement.

4.3. **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 Preliminary PUD Master Plan.

4.4. **Deviations from Underlying Zone Requirements.** Notwithstanding the requirements of the underlying zone, Developer shall be allowed the following modifications from the underlying zone standards:

4.4.1. **Side yard setback.** The required setback for side yards shall be reduced from ten feet (10’) to seven feet (7’).

4.4.2. **Lot width.** Lot widths within the Project may be fifty-four feet wide (54’), reduced from eighty-five feet (85’).

4.4.3. **Lot Size.** Lots shall be allowed to include a minimum of 5,550 square feet in area.

4.4.4. **Side corner setback.** The required side corner setback for the Project shall be reduced from twenty feet (20’) to fifteen feet (15’).

4.4.5. **Front and Rear Setback.** The required front and rear setback for the Project shall be reduced to twenty feet (20’).

5. **Developer Obligations.**

5.1. **Preliminary PUD Master Plan.** Developer agrees to be bound by the Preliminary PUD Master Plan and to develop in conformance with it. Minor adjustments to the plan required by engineering and practical difficulties that arise during further study may be approved by City staff. Major adjustments will require the City Council to approve an amendment to this Agreement and approval of a modified Preliminary PUD Master Plan. Major adjustments include, but are not limited to, increasing the number of lots or requesting additional deviations from the underlying zone requirements.

5.2. **Transfer of Development Rights.**

5.2.1. Prior to the execution of this Agreement, the City created a sending zone on property owned by the City at the location of its Regional Park at approximately 200 South 650 West enabling the exchange of TDR lots, and the receiving zone is the Property referenced herein.

5.2.2. The value of each TDR is nine-thousand dollars (\$9,000.00), and the total value of all TDR's for this project is ninety thousand dollars (\$90,000.00) (the "TDR Amount"). The Developer must pay the TDR Amount to the City prior to recordation of the final plat (the "Final Plat") of the Project. Notwithstanding any other provision of Utah or Farmington codes, and to the extent permitted by Applicable Law, the Developer agrees that City may withhold plat recordation until the undisputed TDR Amount then due is paid.

5.3. **Conservation Easement.** The Preliminary PUD Master Plan includes a notation indicating that a conservation easement associated with Parcel ID # 07-272-0050 must be vacated. Developer is responsible to seek all legal approvals related to the vacation of the applicable portion of the conservation easement. The City shall reasonably cooperate with Developer, at no cost to the City, in connection with any application, consent, document, approval, or other action within the City's authority that is reasonably necessary to obtain such vacation or to otherwise clear, modify, relocate, or address the conservation easement so that the Project may be developed in accordance with the Preliminary PUD Master Plan and the maximum lot number allowed under this Agreement. If such approvals are not obtained after Developer's commercially reasonable efforts, Developer may submit an amendment to the Preliminary PUD Master Plan to address the conservation easement, and the City shall review such amendment in accordance with this Agreement, Applicable Law, and the vested rights recognized herein. This Agreement does not, by itself, vacate any portion of the conservation easement; such approval and vacation must occur separately.

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; and (b) promptly meet and consider such actions as required by Title 10, Chapter 20 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, only to the extent shown on the Preliminary PUD Master Plan or otherwise required as a condition of approval consistent with this Agreement and Applicable Law, 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 where applicable, only to the extent shown on the Preliminary PUD Master Plan or otherwise required as a condition of approval consistent with this Agreement and Applicable Law, 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 Preliminary PUD Master 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 delineated 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, to an entity controlled or owned by Developer, to any successor owner of all or any portion of the Property, to any purchaser of one or more Lots, or to any lender or other financing party as collateral for financing of the Project. 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 requiring the City's consent and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 9. Such notice shall include providing the City with all necessary contact information for the proposed assignee. For any assignment that does not require the City's consent, Developer shall provide notice to the City within a reasonable time after the assignment.

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 to an assignment requiring 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 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 10-20-508 of the Utah Code. Subject to the City's performance of this Agreement and compliance with Applicable Law, the Developer agrees that it will not attempt to void any obligation expressly identified in this Development Agreement solely on the basis of the disclosure requirements under section 10-20-508 of the Utah Code, and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law; provided, however, that nothing in this Section shall waive, limit, or release Developer's right to enforce this Agreement, object to any condition not expressly set forth in this Agreement, challenge any unlawful or ultra vires action, or assert any right or remedy arising from the City's breach of this Agreement or violation of Applicable 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) 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 described above. Notice shall be deemed given upon personal delivery, one (1) business day after deposit with a nationally recognized express delivery service, three (3) business days after deposit in the United States mail as provided above, or upon transmission by electronic mail if transmitted before 5:00 p.m. Mountain Time on a business day and followed by delivery by one of the other methods described above.

To Developer:

CW Avocet, LLC
Attn: Ethen Weaver
610 North 800 West
Centerville, Utah 84014
ethen@colewest.com

With a copy to:

Cole West, LLC
Attn: Quin Stephens
610 North 800 West
Centerville, Utah 84014
quin@colewest.com

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 buildings within 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.

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;

provided, however, that if any non-monetary default cannot reasonably be cured within such sixty (60) calendar day period, the Defaulting Party shall not be in default so long as it commences cure within such period and thereafter diligently prosecutes the cure to completion. 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, except to the extent arising from bad faith or willful misconduct in a case in which a court has determined that specific performance is not an available remedy to the non-defaulting Party. 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.

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, then Developer may, by written notice to the City, suspend its performance obligations and all applicable deadlines under this Agreement during the pendency of such referendum or challenge. 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, invalidating, or materially impairing the approval of this Agreement or the vested rights recognized herein, 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, by rule, practice, or action, nominates, recommends, supervises Developer's operations under this Agreement, or authorizes funding or payments to Developer, in each case to the extent such service would create a conflict of interest under Applicable Law. 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;

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

PROPERTY OWNER

The George K. Fadel Trust dated December 29,
1975

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me, to be the person who executed the Development Agreement as trustee of The George K. Fadel Trust dated December 29, 1975, and who duly acknowledged to me that they executed the same for the purposes therein stated.

Notary Public

EXHIBIT A

Legal Description Parcels

Davis County Parcel ID #: 07-070-0168:

A PART OF THE NW 1/4 OF SEC 31-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT LIES S 00°15'20" W 1550.17 FT & N 89°44'40" W 1685.67 FT FR THE N 1/4 COR OF SD SEC 31; TH W 465.50 FT TO THE E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 11/10/2021 AS E# 3434349 BK 7884 PG 1208; TH ALG SD PPTY THE FOLLOWING TWO COURSES: N'LY ALG THE ARC OF A 16220.92 FT RADIUS CURVE TO THE LEFT AN ARC LENGTH OF 217.70 FT (LC BEARS N 00°24'06" W 217.70 FT) & N'LY ALG THE ARC OF A 1853.50 FT RADIUS CURVE TO THE LEFT 32.31 FT (LC BEARS N 01°17'08" W 32.31 FT); TH E 411.13 FT; TH S 12°45'42" E 256.33 FT TO THE POB. (NOTE: ROTATE ABOVE BEARINGS 00°19'39" CLOCKWISE TO EQUAL HIGHWAY BEARINGS.) CONT. 2.514 ACRES LESS & EXCEPT THAT PPTY CONV TO UDOT IN WARRANTY DEED RECORDED 07/30/2025 AS E# 3627354 BK 8800 PG 261 DESC AS FOLLOWS: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING I-15 KNOWN AS PROJECT NO. S-R199(343), BEING PART OF AN ENTIRE TRACT OF LAND, SIT IN LOT 2 & IN LOT 1 OF SEC 31-T3N-R1E, SLB&M, THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT A PT IN THE EXISTING E'LY FRONTAGE ROAD R/W LINE OF THE I-15 FRONTAGE ROAD (800 WEST STR), SD PT IS 1456.85 FT S 00°15'20" W ALG THE CENTER 1/4 SEC LINE & 2151.84 FT W, FR THE N 1/4 COR OF SD SEC 31, AT A PT IN THE ARC OF A 16,249.03 FT RADIUS (16,220.92 FT RADIUS BY RECORD) NON-TANGENT CURVE TO THE LEFT (NOTE: RADIUS BEARS S 89°40'42" W) AT A PT APPROXIMATELY 37.50 FT PERP'LY DISTANT E'LY FR THE I-15 FRONTAGE ROAD (800 WEST STR) CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 143+00.35; & RUN TH N'LY 131.53 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 00°27'50" (NOTE: CHORD TO SD CURVE BEARS N 00°33'13" W FOR A DIST OF 131.53 FT), TO A PT IN A 1,853.70 FT RADIUS (1,853.50 FT RADIUS BY RECORD) NON-TANGENT CURVE TO THE LEFT (NOTE: RADIUS BEARS S 89°12'49" W); TH N'LY 32.31 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 00°59'55" (NOTE: CHORD TO SD CURVE BEARS N 01°17'08" W FOR A DIST OF 32.31 FT), TO THE NW COR OF SD ENTIRE TRACT, AT A PT OF NON-TANGENCY; TH E 4.58 FT ALG THE N'LY LINE OF SD ENTIRE TRACT, TO A PT IN A 1537.50 FT RADIUS NON-TANGENT CURVE TO THE RIGHT (NOTE: RADIUS BEARS N 89°07'46" W); TH S'LY 0.84 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 00°01'53" (NOTE: CHORD TO SD CURVE BEARS S 00°53'11" W FOR A DIST OF 0.84 FT), TO A PT 37.50 FT RADially DISTANT E'LY FR SD CONTROL LINE OPPOSITE ENGINEER STATION 144+63.36; TH S 00°54'08" W 163.01 FT TO THE POB. (NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 00°06'12" COUNTER-CLOCKWISE TO OBTAIN NAD83 HWY BEARINGS.) CONT. 0.008 ACRES

TOTAL ACREAGE 2.506 ACRES

Davis County Parcel ID #: 07-272-0041:

ALL OF LOT 41, TUSCANY VILLAGE PUD.

CONT. 0.24000 ACRES.

Davis County Parcel ID #: 07-272-0050:

BEG AT THE SE COR OF LOT 41 OF TUSCANY VILLAGE PUD, & RUN TH N $89^{\circ}26'37''$ E 30.46 FT ALG THE S BNDRY OF PARCEL B OF SD TUSCANY VILLAGE PUD; TH N $12^{\circ}42'$ W 144.81 FT ALG THE E LINE OF THE FORMER BAMBERGER RR R/W TO THE NE COR OF SD LOT 41; TH S $0^{\circ}33'23''$ E 141.57 FT ALG THE E BNDRY OF SD LOT 41 TO THE POB.

CONT. 0.05 ACRES

Visual Depiction of all parcels:

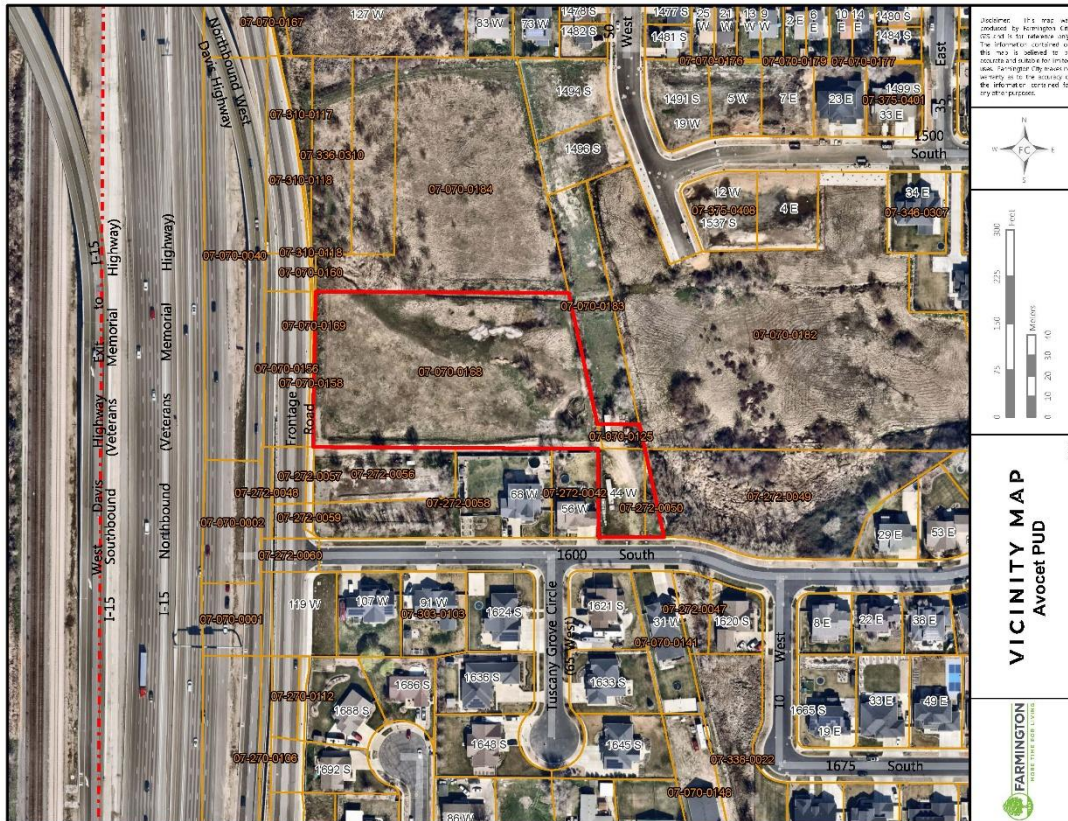


EXHIBIT B

Preliminary PUD Master Plan

C:\Users\jnick\EDM Partners Dropbox\Projects\CW Urban Misc\Farmingdon Faded\Drawings\Conceptual Site Plan Subg



EDM Partners

2815 E 3300 S, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com

NORTH

SCALE: 1" = 30'

0

15

30

60

90

DEVELOPER:
COLE WEST

NOTES:

STATISTICS:

TOTAL AREA	2.85 ACRES
LOTS	15
DENSITY	5.3 DU/AC

DISCLAIMER:
ARTIST RENDERING ONLY. PLAN MAY BE ALTERED, OR CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCES TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

INFORMATION SHOWN ON THIS PLAN IS CREATED FROM GIS DATA PROVIDED BY UTAH AGRC. IT IS NOT CREATED FROM LAND SURVEY INFORMATION AND IS USED TO IDENTIFY THE GENERAL LOCATION OF THE FEATURES SHOWN.

Avocet Subdivision
Conceptual Site Plan

PROJECT:
DRAWN BY: NMM
REVIEWED BY: PMD
REVISIONS:
No. DATE REMARKS

DATE: July 17, 2026
SHEET NUMBER:
C-1

RESIDENTIAL ROAD SECTION
NOT TO SCALE

TYPICAL LOT SETBACKS
NOT TO SCALE

[illegible]

Avocet

Lot Count	Density (units/acre)	Total Acres:	2.86 Acres
15	5.2	Unit Count:	15 Units
		Home Width:	Mix of 40' & 50' W

Avocet is a proposed single-family residential development located near 1600 South and Frontage Road in Farmington. The surrounding area is predominantly residential, and Avocet is designed to complement the existing neighborhood fabric by introducing a home product not currently well-represented in the immediate community.

The development targets move-up buyers — households seeking more space or a newer home while remaining within an attainable price range.

The lot sizes balance functionality and livability for growing families without the premium cost of larger-lot alternatives.

This product type serves an important role in the local housing continuum. By giving growing families a realistic path to move up from their entry-level homes, Avocet helps free up that starter inventory for first-time buyers — supporting housing mobility throughout Farmington rather than adding pressure at a single price point.

To achieve the density necessary to deliver this product, Cole West North has agreed to purchase Transferable Development Rights (TDRs) from Farmington City, with proceeds directed to the city's parks fund — a direct community benefit tied to the project's approval.



Renderings may depict conceptual color schemes, additional fixtures and optional features which may include but are not limited to: window color, front door styles, garage door styles, and additional window placement(s). Cole West reserves the right to change elevations, specifications, materials and prices without notice or obligation. All square footages and room dimensions shown are approximate. Window locations, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at an additional cost on select homes.

Lot Sizes

*For homes on Avocet Ln

Smallest Lot Size (Sq. Ft.):

5,562

Average Lot Size (Sq. Ft.):

6,423

Largest Lot Size (Sq. Ft.):

8,068

Large Lot on 1600 S (Sq. Ft.)

15,639



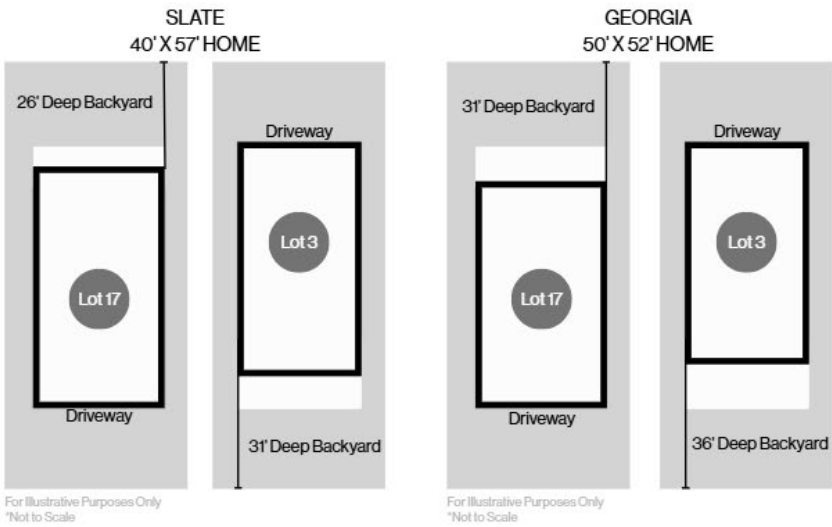


COLE WEST

Aerial Rendering

8

Lot Detail



Lot Size Range*
5,562-8,068 SF

Proposed Home Square Footage
1,850-3,185

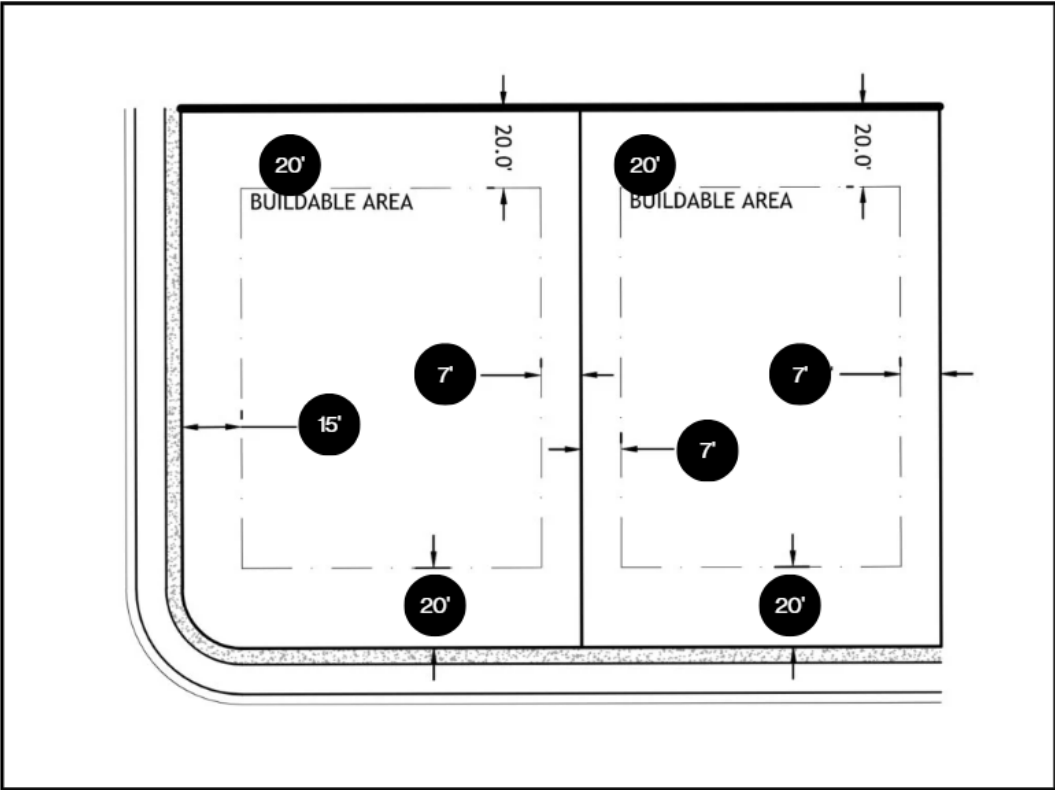
*Lot 10 is 15,639 Sq. Ft.



Renderings may depict conceptual color schemes, additional fixtures and optional features which may include but are not limited to: window color, front door styles, garage door styles, and additional window placement(s). Cole West reserves the right to change elevations, specifications, materials and prices without notice or obligation. All square footages and room dimensions shown are approximate. Window locations, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at an additional cost on select homes.

Setback Exhibit

Proposed Setbacks	
Front/Rear	20'
Side	7'
Corner	15'



Typical Lot Setbacks
*Not to Scale

COLE WEST

Slate Exterior Elevations

40' x 57'

SLATE I



SLATE II



SLATE III



Renderings may depict conceptual color schemes, additional fixtures and optional features which may include but are not limited to: window color, front door styles, garage door styles, and additional window placement(s). Cole West reserves the right to change elevations, specifications, materials and prices without notice or obligation. All square footages and room dimensions shown are approximate. Window locations, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at an additional cost on select homes.

COLE WEST

Exterior Elevations

12

Slate I Floor Plan

Slate I	
3	Beds
3	Baths
2	Car Garage
2361	Finished SqFt.

01 1,748 SqFt.



02 613 SqFt.



Renderings may depict conceptual color schemes, additional fixtures and optional features which may include but are not limited to: window color, front door styles, garage door styles, and additional window placement(s). Cole West reserves the right to change elevations, specifications, materials and prices without notice or obligation. All square footages and room dimensions shown are approximate. Window locations, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at an additional cost on select homes.

Slate II Floor Plan

Slate II	
3	Beds
2.5	Baths
2	Car Garage
2368	Finished SqFt.

01 1,087 SqFt.



02 1,281 SqFt.



Renderings may depict conceptual color schemes, additional fixtures and optional features which may include but are not limited to: window color, front door styles, garage door styles, and additional window placement(s). Cole West reserves the right to change elevations, specifications, materials and prices without notice or obligation. All square footages and room dimensions shown are approximate. Window locations, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at an additional cost on select homes.

Slate III Floor Plan

Slate III	
3	Beds
2.5	Baths
2	Car Garage
2714	Finished SqFt.

01 1,347 SqFt.



02 1,367 SqFt.

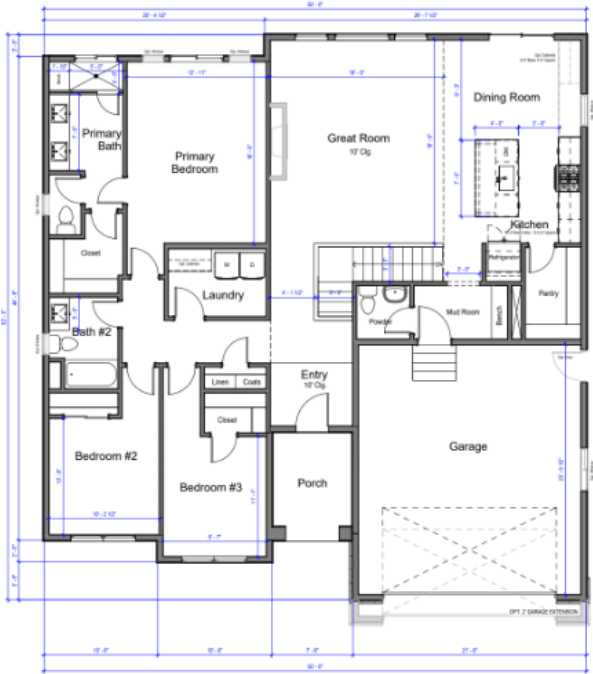


Renderings may depict conceptual color schemes, additional fixtures and optional features which may include but are not limited to: window color, front door styles, garage door styles, and additional window placement(s). Cole West reserves the right to change elevations, specifications, materials and prices without notice or obligation. All square footages and room dimensions shown are approximate. Window locations, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at an additional cost on select homes.

Georgia I Floor Plan

01 1,850 SqFt.

Georgia I	
3	Beds
2.5	Baths
2	Car Garage
1,850	Finished SqFt.



1 Main Level Floor Plan

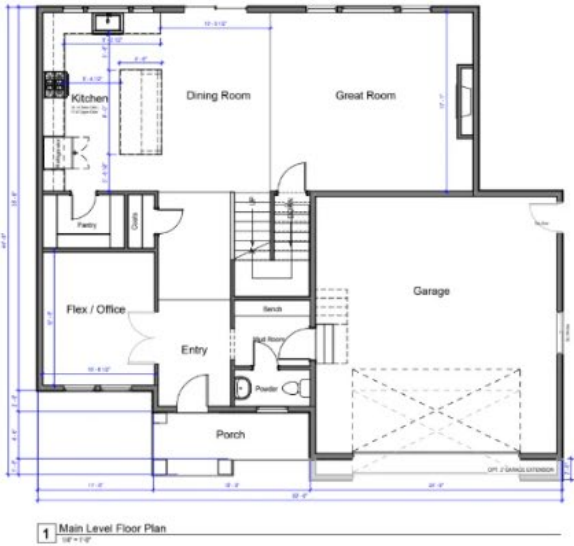
Renderings may depict conceptual color schemes, additional fixtures and optional features which may include but are not limited to: window color, front door styles, garage door styles, and additional window placement(s). Cole West reserves the right to change elevations, specifications, materials and prices without notice or obligation. All square footages and room dimensions shown are approximate. Window locations, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at an additional cost on select homes.

Georgia II Floor Plan

01 1,276 SqFt.

02 1,284 SqFt.

Georgia II	
3	Beds
2.5	Baths
2	Car Garage
2,560	Finished SqFt.



Renderings may depict conceptual color schemes, additional fixtures and optional features which may include but are not limited to: window color, front door styles, garage door styles, and additional window placement(s). Cole West reserves the right to change elevations, specifications, materials and prices without notice or obligation. All square footages and room dimensions shown are approximate. Window locations, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at an additional cost on select homes.

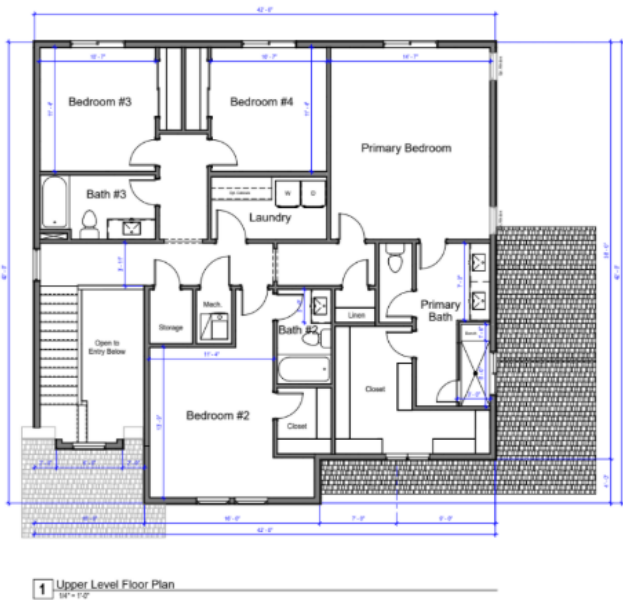
Georgia III Floor Plan

Georgia III	
4	Beds
3.5	Baths
2	Car Garage
2,893	Finished SqFt.

01 1,326 SqFt.



02 1,567 SqFt.



Renderings may depict conceptual color schemes, additional fixtures and optional features which may include but are not limited to: window color, front door styles, garage door styles, and additional window placement(s). Cole West reserves the right to change elevations, specifications, materials and prices without notice or obligation. All square footages and room dimensions shown are approximate. Window locations, porches, ceiling heights and room dimensions vary per elevation. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at an additional cost on select homes.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Amendment to the ordinance vacating a certain portion of the Glovers Lane right-of-way

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: September 1, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson – Community Development Director

Date: 09/01/2026

Subject: Amendment to the ordinance vacating a certain portion of the Glovers 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 Glovers 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 Glovers Lane on the north side as illustrated on the enclosed vicinity map;**

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 Glovers Lane right-of-way provided easements are put in place to account for utility infrastructure.**

BACKGROUND

In April of 2026 the City Council held a hearing and approved an ordinance to accomplish this vacation. Deeds had been prepared for review of the city council which indicated that certain easements would be left on the subject property for utilities. In effort to record the documentation thought needed to put this order into effect, it was determined by the County that the deeds are not the appropriate method, rather the easements would be addressed with an

amended subdivision plat which has been prepared, approved, and signed ready to be recorded.

According to the County Recorder's office, before recording the amended plat, the language of the Street Vacation ordinance needs to be modified to account for how the property is being given. This item is looking for approval of an updated ordinance with modified language to accomplish the same thing that was originally approved, but with the verbiage needed by the county.

The adjacent owners have pursued the requested survey work and legal descriptions noted in the original approval.

Original Report:

The construction of the West Davis Corridor caused a realignment in a section of Glovers 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 is 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

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 granted to the adjacent owners of Davis County Parcel ID #s 08-562-0119, 08-584-0308, 08-584-0309, and 08-584-0310 respectively matching widths of each parcel extending across the right-of-way being vacated as shown 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 1st day of September 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit "A"

Legal Description:

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 693.45 FEET NORTH $89^{\circ}55'05''$ EAST ALONG THE SECTION LINE AND 2766.74 FEET SOUTH $00^{\circ}04'55''$ EAST FROM THE NORTHWEST CORNER OF SAID SECTION 25 (SAID NORTHWEST CORNER BEING SOUTH $89^{\circ}55'05''$ WEST 2642.32 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 25); THENCE SOUTH $89^{\circ}47'47''$ EAST 427.62 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 925 WEST STREET; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO COURSES: (1) SOUTH $00^{\circ}19'00''$ EAST 23.33 FEET (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 39.45 FEET, A DELTA ANGLE OF $75^{\circ}20'51''$, A CHORD BEARING OF SOUTH $37^{\circ}21'26''$ WEST, AND A CHORD LENGTH OF 36.67 FEET TO THE NORTHERLY RIGHT OF WAY OF GLOVERS LANE; THENCE SOUTH $75^{\circ}01'51''$ WEST 105.24 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH $89^{\circ}47'47''$ WEST 183.02 FEET TO THE NORTHERLY RIGHT OF WAY OF GLOVERS LANE; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 320.00 FEET, AN ARC LENGTH OF 139.52 FEET, A DELTA ANGLE OF $24^{\circ}58'53''$, A CHORD BEARING OF NORTH $60^{\circ}43'24''$ WEST, AND A CHORD LENGTH OF 138.42 FEET; THENCE NORTH $00^{\circ}19'00''$ WEST 12.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,716 SQUARE FEET OR 0.659 ACRES.



Right-of-way Vacation Area

Exhibit "B"



CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Consideration for acceptance of South Davis
Greenway Final Report

MEETING DATE: September 1, 2026

SOUTH DAVIS GREEN WAY



WALK BIKE ROLL CONNECT

FEASIBILITY STUDY
AUGUST 13, 2026



SOUTH
DAVIS
GREEN
WAY

SOUTH
DAVIS
GREEN
WAY



SOUTH
DAVIS
GREEN
WAY

SOUTH
DAVIS
GREEN
WAY



Prepared by:



Kimley-Horn and Associates, Inc.

111 East Broadway
Suite 600
Salt Lake City, Utah 84111

In association with:
» Township+Range
» Dig Studio

Prepared for:



Statutory Notice:

23 U.S.C. § 407: US Code - Section 407: Discovery and admission as evidence of certain reports and surveys

Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway-highway crossings, pursuant to sections 130, 144 and 148 of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

ACKNOWLEDGMENTS

We thank the project Steering Committee, representing participating cities and partner organizations, for their time, expertise, and contributions in guiding the development of the South Davis Greenway.

BOUNTIFUL CITY

Mayor Kate Bradshaw
Francisco Astorga
Lloyd Cheney
Rachel Coleman
Amber Corbridge
Gary Hill

CENTERVILLE CITY

Councilmember Gina Hirst
Sydney DeWees
Kevin Campbell
Mike Carlson
Michael Eggett
Dave Walker
Mitzi White
Gary Woodward

DAVIS COUNTY

David Mitchell

FARMINGTON CITY

Councilmember Amy Shumway
Chad Boshell
Brandon Federico
Lyle Gibson
Shannon Hansell
Joey Hansen

CITY OF NORTH SALT LAKE

Councilmember Ted Knowlton
Ali Avery
Karyn Baxter
Ken Leetham
Jon Marsh
Sherrie Pace
Peter Wirthlin

UTAH DEPARTMENT OF TRANSPORTATION

Ryan Halverson

WASATCH FRONT REGIONAL COUNCIL

Paulo Aguilera
Meg Padjen
Hugh Van Wagenen

TABLE OF CONTENTS

ACKNOWLEDGMENTS 2

INTRODUCTION 5

STUDY GOALS..... 7

ACTIVE TRANSPORTATION FACILITY DEFINITIONS 8

EXISTING PLANS 9

COMMUNITY ENGAGEMENT..... 13

RECOMMENDATIONS 21

 DESIGN GUIDANCE..... 21

 CONCEPTUAL ALIGNMENT..... 28

 PROJECT PHASING..... 35

ESTIMATE OF PROBABLE CONSTRUCTION COST 39

NEXT STEPS 41

APPENDIX..... 45

LIST OF FIGURES

FIGURE 1. SOUTH DAVIS GREENWAY PROPOSED ALIGNMENT..... 5

FIGURE 2. I-15 IMPROVEMENTS AND OVERLAP WITH SOUTH DAVIS GREENWAY 12

FIGURE 3. SUMMARY OF PUBLIC INPUT, ROUND 1 20

FIGURE 4. TYPICAL SECTION: 2-LANE CONFIGURATION 22

FIGURE 6. TYPICAL SECTION: 4-LANE CONFIGURATION WITH PARKING 24

FIGURE 5. TYPICAL SECTION: 3-LANE CONFIGURATION 24

FIGURE 7. RECOMMENDED PHASING..... 38

LIST OF TABLES

TABLE 1. SOUTH DAVIS GREENWAY MILEAGE BY JURISDICTION 6

TABLE 2. SOUTH DAVIS GREENWAY / UTN SEGMENTS..... 9

TABLE 3. PHASE 1 PUBLIC ENGAGEMENT 14

TABLE 4. SOUTH DAVIS GREENWAY DESIGN CRITERIA..... 21

TABLE 5. PROJECT SEGMENTS..... 35

TABLE 6. SEGMENT COSTS (2026 AND 2031)..... 39

TABLE 7. COST BY PHASE AND JURISDICTION (2026) 40

TABLE 8. COST BY PHASE AND JURISDICTION (2031) 40

TABLE 9. FUNDING OPTIONS..... 43

INTRODUCTION

The communities of Bountiful, Centerville, Farmington, and North Salt Lake, along with Davis County, and Utah Department of Transportation (UDOT) collaborated to prepare the South Davis Greenway Feasibility Study. This study evaluates the feasibility of a new shared-use side path connecting North Salt Lake to Farmington.

The South Davis Greenway will serve people walking, biking, and rolling, whether for commuting or recreation, and fills a critical gap on the east side of I-15 in south Davis County, where no such facility currently exists, while connecting communities to the statewide Utah trail network.

This study is funded through a grant from the WFRC Transportation and Land Use Connection (TLC) Program. Partner cities worked together to identify a preferred alignment and developed a basic concept design for a continuous route.

The preferred alignment was selected because it connects key community destinations, including parks and schools, while following streets that already serve as important walking routes. The planned facility is a 12-foot-wide side path with a landscaped buffer separating trail users from adjacent traffic. The greenway will provide a comfortable and safe facility for families, commuters, and recreational users. The alignment can be constructed largely within existing public right-of-way, while minimizing impacts to adjacent properties, with many segments incorporating existing wide paved shoulders and sidewalks, such as the example shown in the photo to the right.

The proposed 10.8-mile trail begins at the intersection of Highway 89 and Eagle Ridge Drive in North Salt Lake and extends north to Farmington. The route follows Orchard Drive in North Salt Lake, 200 West in Bountiful, 400 West in Centerville, the I-15 Frontage Road through Centerville and Farmington, and 200 West in Farmington. The proposed alignment is shown in Figure 1, and trail lengths by segment are summarized in Table 1.

TABLE 1. SOUTH DAVIS GREENWAY MILEAGE BY JURISDICTION

Jurisdiction	Trail Length
North Salt Lake	1.59 Miles
Bountiful	3.96 Miles
Centerville	3.23 Miles
Farmington	2.01 Miles
Total	10.8 Miles

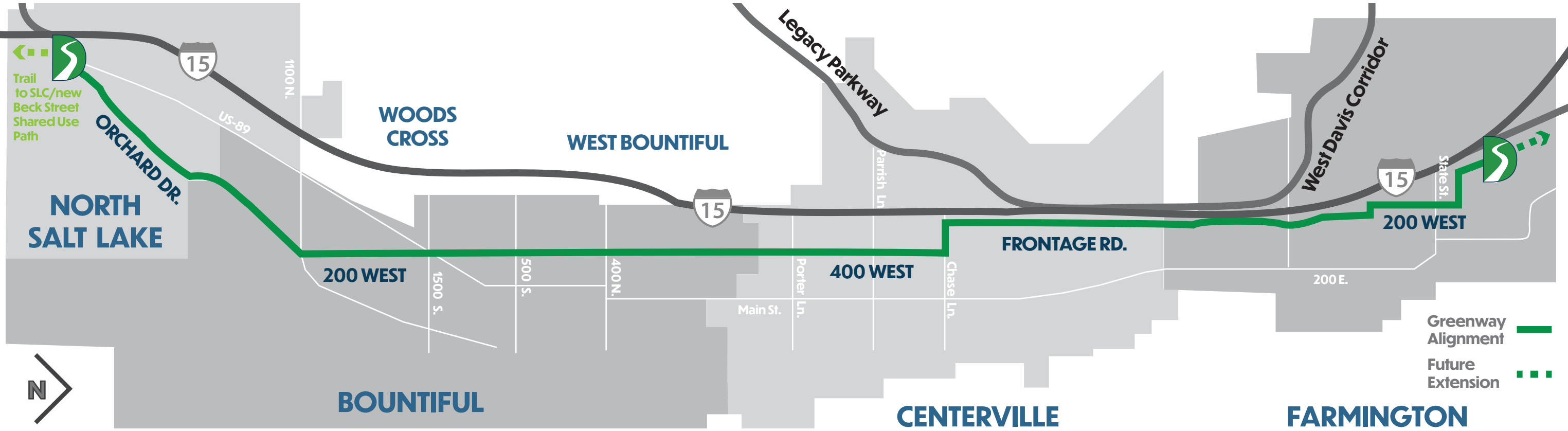


FIGURE 1. SOUTH DAVIS GREENWAY PROPOSED ALIGNMENT

STUDY GOALS

The goals for the South Davis Greenway Feasibility Study were developed in collaboration with participating municipalities through a series of stakeholder meetings and are organized around four key themes.

Together, these goals guide the development of a connected, safe, inclusive, family-friendly, and high-quality greenway that strengthens regional connectivity, improves access to key destinations, and integrates seamlessly with existing and planned trail networks.

NETWORK

- » **Connectivity for walking, biking, and rolling:** Address the lack of active transportation options in southern Davis County by creating a north-south “spine” supported by east-west connections.
- » **Access to downtowns and destinations:** Improve biking and walking access to each community’s downtown and key destinations, supporting walkable, less auto-dependent activity centers.
- » **Enhanced trails and recreation:** Connect to existing and planned trail networks in cities that lead to mountains, waterways, and wetlands, leveraging strong community interest in trails.

GREENWAY DESIGN

- » **High-quality design:** Optimize width, separation, amenities, and landscaping to create a cohesive experience, adapting design for different segments as needed.
- » **Practical and cost-effective:** Develop a fiscally responsible project that considers long-term maintenance, traffic impacts, and acceptable trade-offs within street ROW.

OUTCOMES

- » **Family-friendly:** Create a safe pathway experience attractive for multiple generations that families can enjoy together and use both to recreate and to access destinations.
- » **Well-used community asset:** Design an amenity that attracts range of user types, that the community is proud of, and positively impacts quality of life.

PLANNING PROCESS

- » **Broad stakeholders buy-in:** Engage city leadership, incorporate perspectives and needs from a range of City departments, align with General Plans and policies, and build community support through clear communication of the South Davis Greenway vision and its benefits.
- » **Funding and construction:** Create a plan that will attract funding and enable timely construction.

ACTIVE TRANSPORTATION FACILITY DEFINITIONS



BIKE LANES

Bike lanes are a designated on-street space for bicycles, typically 4–7 feet wide, marked with 6-inch striping and bike lane symbols. Bike lanes feel comfortable only for confident cyclists, unless they are located on low-speed, low-volume streets.



SHARED USE PATHS

Shared use paths (SUPs) are paved off-street paths, usually 10–12 feet wide, made of asphalt or concrete, accommodating pedestrians, bicyclists, and other non-motorized users. Sometimes called “trails,” but distinct from natural surface trails.



SIDE PATHS

Side paths are shared-use paths that run parallel or adjacent to a roadway, serving both pedestrians and bicyclists off-street. Side paths present unique challenges such as driveway crossings, intersections, and adjacent land uses. When designed well, they provide a comfortable alternative for users who prefer not to ride on-street.

EXISTING PLANS

UTAH TRAIL NETWORK

The Utah Trail Network (UTN) is a statewide initiative led by UDOT to develop a connected system of paved active transportation facilities serving communities across Utah. The UTN is envisioned as a backbone network that expands transportation choices by providing safe, comfortable, and accessible routes for users of all ages and abilities.



The UTN is intended to support both transportation and recreation by improving connections to employment centers, schools, commercial areas, transit, and regional destinations. By enhancing regional connectivity and closing key network gaps, the UTN advances statewide goals related to mobility, safety, public health, air quality, and quality of life, while supporting active transportation as a viable travel option.

In fall 2025, the UTN Master Plan was released. The plan identifies the locations of future UTN projects and highlights existing trails that may be incorporated into the network to serve the transportation needs of travelers throughout Utah.

The South Davis Greenway is included in this statewide vision, accessible at <https://gis.udot.utah.gov/utn-viewer>, through the projects listed in Table 2.

TABLE 2. SOUTH DAVIS GREENWAY / UTN SEGMENTS

Utah Trail Network Project ID	Project Name	Description
R1-093	US-89; North Salt Lake to Bountiful Trail Gap	The US-89; North Salt Lake to Bountiful Trail Gap is 2.9 miles long and is located in UDOT Region 1. It is a Proposed Base Network trail project.
R1-069	SR-106; Bountiful to Farmington Trail Gap	The SR-106; Bountiful to Farmington Trail Gap is 9.0 miles long and is located in UDOT Region 1. It is a Proposed Gap Closure trail project.

The South Davis Greenway Feasibility Study is funded through a grant from the Wasatch Front Regional Council (WFRC)'s Transportation and Land Use Connections program. This funding supports the feasibility study only. There is currently no funding allocated for design or construction; however, because the project is included in the UTN Master Plan Map, it is eligible for consideration for state funding. The South Davis Greenway advances a long-standing trail connection envisioned by local communities for years as shown in the following plans.

UDOT I-15 RECONSTRUCTION PROJECT, FARMINGTON TO SALT LAKE CITY

UDOT is preparing to improve I-15 from Salt Lake City to Farmington. The project includes reconstruction of sidewalks along impacted roadways including the I-15 Frontage Road. The partner cities have been in communication with the I-15 design team to include the segments of the South Davis Greenway that are within the I-15 project limits, into the I-15 project.

Figure 2 shows where planned improvements overlap with the South Davis Greenway in a dotted white line. The entire plan is accessible at: <https://i15eis.udot.utah.gov/>.

DAVIS COUNTY ACTIVE TRANSPORTATION PLAN (2024)

The South Davis Active Transportation Plan, updated in 2024, establishes a vision for a connected, safe, and comfortable active transportation network throughout Davis County.

The plan identifies 39 regional active transportation routes that improve connectivity between communities and key destinations. Many of these identified regional routes overlap with the South Davis Greenway Corridor including:

- » **Route ID 9:** 200 W from 2600 S to Frontage Road/1500S.
- » **Route ID 11:** Orchard Drive/400 E from North Canyon Road to Chase Lane
- » **Route ID 37:** Highway 89 from Center Street (NSL) to Salt Lake County Line
- » **Route ID 39:** 500 West/Orchard Lane from Eagle Ridge Drive/Highway 89 to 1500 S/ 200 W

SOUTH DAVIS ACTIVE TRANSPORTATION PLAN (NOVEMBER 2019)

The South Davis Active Transportation Plan was prepared collaboratively by Bountiful, Centerville, and North Salt Lake. The plan established a Project Vision:

Bountiful, Centerville, and North Salt Lake will work together to improve quality of life, community health, and recreational access in South Davis County by connecting neighborhoods and destinations through safe walking and bicycling facilities.

Recommendations specific to each partner community, as it pertains to the South Davis Greenway Feasibility Study are:

- » **Bountiful:** Proposes a buffered bike lane on Orchard Drive south of 2600 South, and on 200 West.
- » **Centerville:** Continues the buffered bike lane on 400 West.
- » **North Salt Lake:** Proposes a shared-use path along US-89, and a separated bike lane on Orchard Drive.

BOUNTIFUL CITY

The Bountiful by Design General Plan (Adopted December 9, 2025) identifies a connected, multimodal transportation system as a key component of the City's long-term vision. The South Davis Greenway directly supports the Plan by improving regional bicycle and pedestrian connectivity, expanding active transportation opportunities, and strengthening connections between neighborhoods, parks, schools, commercial areas, and neighboring communities.

Guiding Principles, Goals, and Actions in the Plan include

A Connected Community with Complete Networks for Pedestrians, Bicycles, Transit, And Vehicles

- » **Goal 1:** Balance travel modes to move people safely and efficiently throughout the city.
- » **Goal 2:** Enhance access to and connectivity of non-motorized travel options.
- » **Goal 3:** Consider future multimodal transportation projects and initiatives in an updated transportation master plan.
- » **Action 1:** Work with neighboring municipalities and regional partners to identify an active transportation corridor between communities.

CENTERVILLE CITY

The Centerville General Plan references the South Davis Active Transportation Plan. The Plan identifies priority projects from the ATP including the 400 West buffered bike lanes. The plan states that implementation of these priority projects will help create continuous, safe corridors for cyclists and pedestrians throughout the region.

FARMINGTON CITY

The Farmington General Plan references the Farmington Active Transportation Plan (2016). The plan also includes a new shared-use path along the I-15 Frontage Road south of Glovers Lane, buffered bike lanes along the I-15 Frontage Road between Glovers Lane and 200 West, and bike lanes and a shared-use path along 200 West from the I-15 Frontage Road to State Street.

CITY OF NORTH SALT LAKE

The North Salt Lake General Plan (2013) is currently being updated in the ongoing Imagine NSL 2046. The General Plan emphasizes active transportation and includes provisions for shared-use paths as part of its Parks, Trails, and Recreation and Transportation chapters. Key elements include:

- » Adopted the South Davis Active Transportation Plan as an update to the General Plan in 2020, including a shared-use path connection to the Beck Street Trail at the intersection of Highway 89 and Eagle Ridge Drive.
- » Town Center and Highway 89 Corridor (Chapter 7) and the subsequent Town Center Master Plan (2016) envision a multi-modal street network with sidewalks, pathways, and mixed-use paths to create a pedestrian- and bicycle-friendly environment. A shared-use path is proposed along US-89 and within the Town Center to support walkability and connectivity.
- » Public engagement for the on-going General Plan update, named Imagine NSL 2046, highlights strong community interest in trail connectivity and enhancements, addressing gaps in bike and pedestrian infrastructure and improving east-west connections across barriers like I-15 and rail lines.

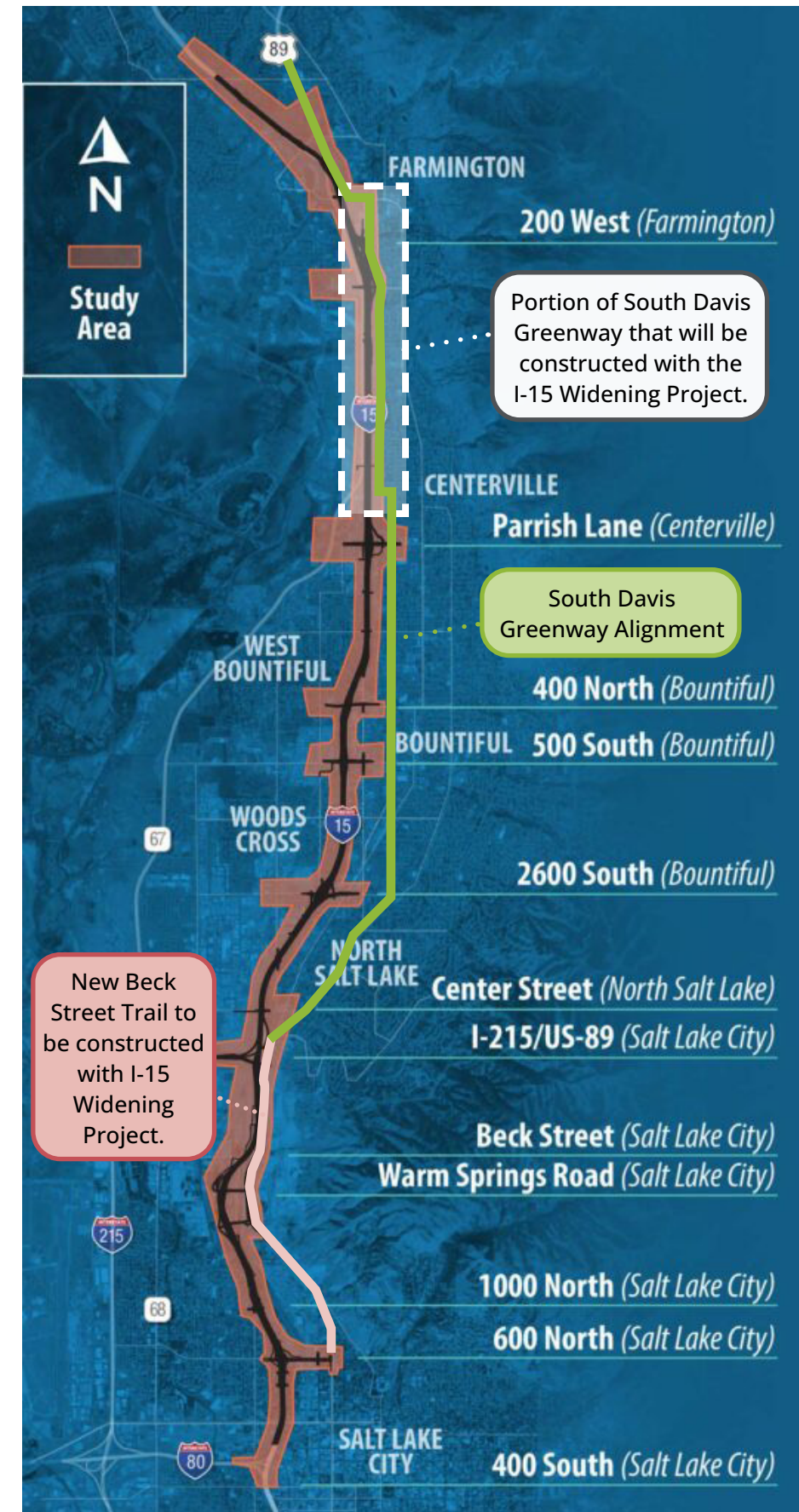


FIGURE 2. I-15 IMPROVEMENTS AND OVERLAP WITH SOUTH DAVIS GREENWAY

COMMUNITY ENGAGEMENT

The project was guided by a Steering Committee that included elected officials, city staff, and representatives from Davis County, UDOT, and WFRC. Community feedback gathered throughout the engagement process also informed project decisions and recommendations.

At the beginning of the project, the project team met with each participating municipality to hear about their current perspectives and receive input on their vision for the South Davis Greenway as well as potential alignment options, opportunities, and constraints.

STEERING COMMITTEE

The Steering Committee convened four times throughout the project to participate in workshops and provide feedback at key milestones. Their input and direction helped guide the project. Workshop summaries are provided below:

- » **Steering Committee Workshop #1** was held on November 10, 2025, at the Bountiful Recreation Center in Bountiful Utah. During the workshop, the Steering Committee reviewed and refined the study goals and discussed the desired outcomes of the proposed trail. Committee members also evaluated potential trail alignments and amenities, providing feedback on opportunities, constraints, and key considerations. This input helped establish the project’s vision and guided development of the preferred trail alignment.
- » **Steering Committee Workshop #2** was held on January 19, 2026, at Bountiful City Hall. During the meeting, the project team shared preliminary trail design criteria that align with the Utah Trail Network (UTN) trail design criteria. During breakout groups, steering committee members discussed potential alignment conflicts such as right-of-way (ROW) or utility conflicts. Additionally, Steering Committee members provided location-specific suggestions for greenway amenity opportunities, helping refine the initial alignment, identify feasibility considerations, and inform future public outreach efforts.
- » **Steering Committee Workshop #3** was held on April 15, 2026, at Bountiful City Hall. The Steering Committee received an update on the revised corridor concept, which incorporated feedback from the previous workshop, as well as a preview of upcoming public engagement activities. The primary focus of the workshop was to discuss implementation topics, including maintenance responsibilities, landscaping approaches, funding opportunities, and project phasing. The discussion helped identify key implementation considerations and informed development of the South Davis Greenway’s implementation strategy.
- » **Steering Committee Workshop #4** was held on May 27, 2026, at Bountiful City Hall. During the workshop, the project team presented the proposed phasing plan, trail segments, and estimated construction costs for each segment. The Steering Committee also discussed upcoming public engagement activities and strategies for advancing the South Davis Greenway toward implementation. Feedback received during the workshop helped refine the recommended phasing plan, funding strategy, and maintenance approach, and informed the study’s final recommendations and implementation framework.

PUBLIC INVOLVEMENT

Public involvement strategies were used to introduce the South Davis Greenway concept, educate about greenways, share the planned alignment, and explain how a greenway may benefit community members in the four partnering municipalities.

Public involvement activities focused on online content such as short videos on the [project website](#), and social media posts delivered through City communication channels, encouraging the public to provide comment on the draft alignment concept. In addition, yard signs were posted within each community, and pavement stencils placed on the proposed South Davis Greenway alignment roadway shoulder.

Public Engagement Phase 1, conducted from January 2026 to April 2026, included the elements as illustrated below, in Table 3.

TABLE 3. PHASE 1 PUBLIC ENGAGEMENT

Introducing the project:	» Study website: southdavisgreenway.org » Information mailed to stakeholders along the planned alignment » Onsite decals and signs/displays » Video: longer and shorter versions » City communications and leadership presentations » Indoor display in South Davis Recreation Center
Getting feedback:	» Website comment box » Project email » Short online survey



WHAT DID THE COMMUNITY SAY?

Based on Phase 1 outreach, the study team received 119 survey responses, 45 comments submitted on the website, and 7 emails.

- » 45% of comments received expressed support for the project.
- » 19% of comments received expressed opposition or concern for the project.

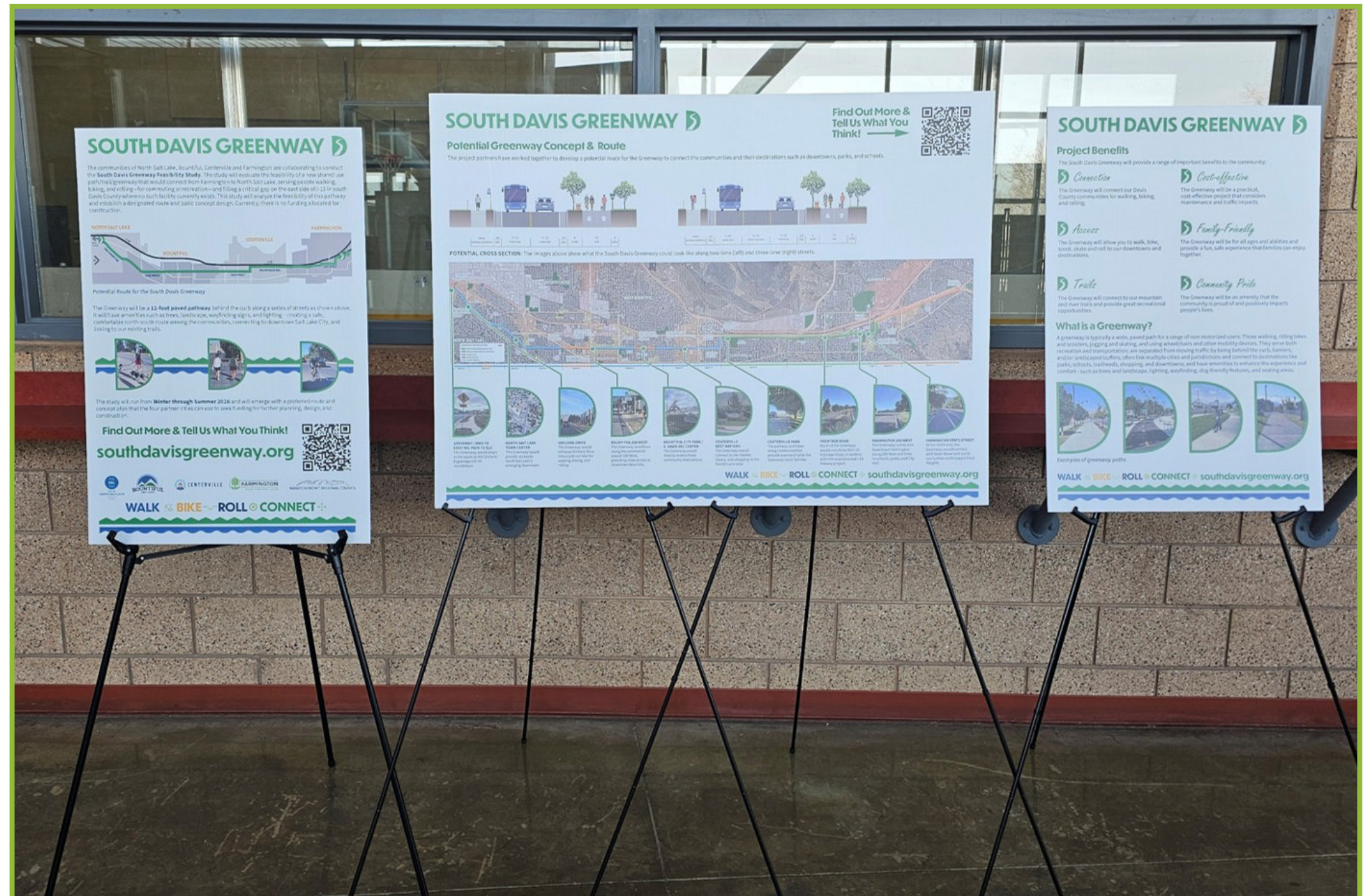
Voices of Support from Survey Responses And Comments:

- » “Love this idea.”
- » This is “a key element missing from our community.”
- » “A reliable safe bike route through Davis County.”
- » “Great way to connect the cities and encourage community!”
- » “How can I help make it happen?”

Voices of Concern from Survey Responses And Comments:

- » “I do not support any tax funds going towards this. There are plenty of road and safety needs already not addressed.”
- » Prevents “me from being able to park in front of my house.”
- » “This project is not needed. Just west is a green trail for biking, hiking, and walking.”

A summary of comments by theme area is presented in Figure 3, on page 19.



OPEN HOUSE PROJECT INFORMATION BOARDS

HOW PUBLIC FEEDBACK SHAPED THE STUDY

Feedback received through the survey, project website, emails, stakeholder outreach, and public engagement activities generally affirmed the project’s goals and overall vision for the South Davis Greenway. Community members expressed support for a safe, family-friendly facility that improves connectivity between neighborhoods, parks, schools, and other destinations throughout southern Davis County. Participants also emphasized the importance of landscaping, separation from traffic, and enhanced roadway crossings, which are reflected in the recommended design guidance and corridor concept presented in this report.

Comments related to parking, roadway operations, property impacts, maintenance responsibilities, and alternative routing options helped inform the evaluation of alignment alternatives and identify corridor constraints and implementation considerations.



DEMONSTRATION OF THE WIDTH AND LOCATION OF THE SOUTH DAVIS GREENWAY ON 200 WEST ADJACENT TO BOUNTIFUL CITY PARK.

PHASE 2 PUBLIC ENGAGEMENT AND DEMONSTRATION EVENT

On June 26, 2026, the project team hosted a public open house and temporary greenway demonstration project in conjunction with a Bountiful City concert at Bountiful City Park. Community members were invited to review the proposed alignment, view project renderings, discuss the project with team members, and experience a temporary installation demonstrating the proposed 12-foot-wide trail and landscaped buffer.

Approximately 50 to 60 people attended the event, and 27 comment cards were submitted. Nearly two-thirds (63%) of comments expressed support for the project. Common themes included improving safety, creating family-friendly active transportation opportunities, enhancing connectivity between communities and destinations, strengthening connections to east-side trail networks, and incorporating landscaping and other aesthetic improvements along the corridor.

Community feedback also identified concerns with the proposed alignment along the south side of Chase Lane in Centerville. In response, the alignment was revised to the north side of Chase Lane between the I-15 Frontage Road and 400 West. This is reflected in the Recommended Alignment described in page 28 of this report. Additional outreach during final design is recommended to continue coordination with adjacent property owners and stakeholders and to address site-specific concerns.



DEMONSTRATION ACTIVITY IN JUNE 2026

SOUTH DAVIS GREENWAY VISION THEMES BY GOAL

● = 1 survey response

SURVEY RESPONSES GREENWAY VISION THEMES

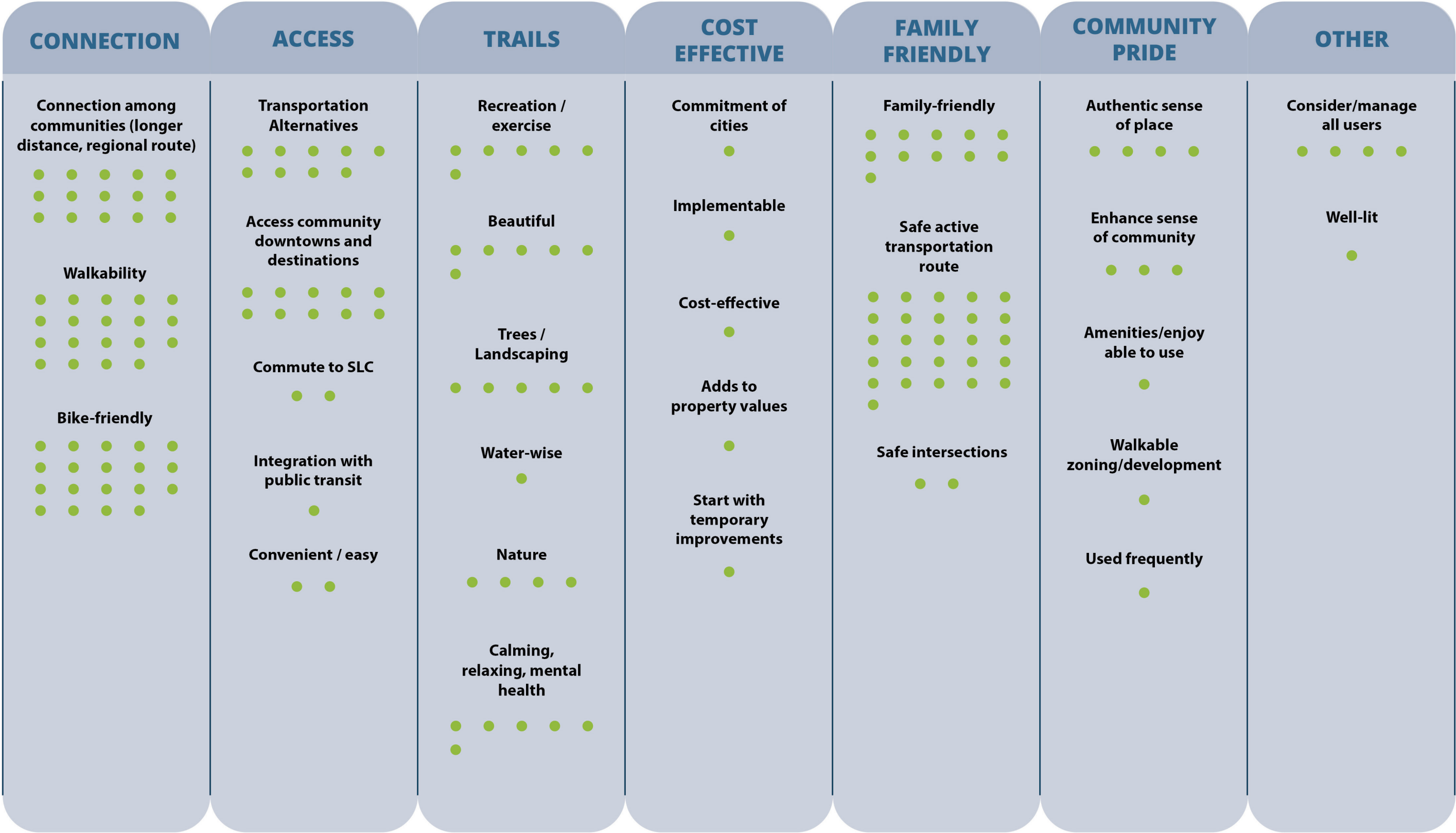


FIGURE 3. SUMMARY OF PUBLIC INPUT, ROUND 1

RECOMMENDATIONS

DESIGN CRITERIA

Trail design criteria were established using AASHTO’s Fifth Edition Guide for the Development of Bicycle Facilities, 2024 and the UTN Quick Reference Design Guide (revised 6/9/2025) as summarized in Table 4.

The recommendations presented in this study are planning-level concepts intended to guide future project development. Final dimensions, design treatments, and engineering details will be refined during subsequent design and engineering phases.

Trail design will reflect context-sensitive conditions, opportunities, and constraints. Where existing sidewalks are replaced, intersections and crossings will be upgraded to meet current ADA accessibility requirements. As a potential trail adopted into the Utah Trail Network, the South Davis Greenway will be a paved, separated side path that meets established safety and comfort expectations for users of all ages and abilities, including children and older adults.

The trail is recommended to be 12-feet wide, consistent with UTN guidance and comparable UDOT facilities. A 12-foot-wide trail can accommodate maintenance vehicles, drive crossings, and comfortably supports:

- » Lateral separation between opposing users.
- » Room for passing of different user groups.
- » Greater shy distance from edges, signs, railings, or vertical elements.
- » Reduced need for users to leave the paved surface during passing events.
- » Improved comfort for families, children, and older adults.

The design criteria reflect nationally recognized best practices, established engineering guidance, and stakeholder feedback. As UTN standards continue to be refined, the most current approved UTN guidance should be used, and project designs shall conform to those standards during subsequent phases of design.

TABLE 4. SOUTH DAVIS GREENWAY DESIGN CRITERIA

Criteria	Functional Requirement
Total Trail Width	12 ft
Stabilized Shoulder Width	5 ft recommended; 2 ft practical minimum
Park Strip/Buffer	6 ft*
Shy Distance (Continuous Vertical Elements)	2 ft- 3 ft recommended*
Shy Distance (Intermittent Vertical Elements)	2 ft- 3 ft recommended; post-mounted signs must meet 2 ft clearance minimum*
Vertical Clearance from Overhead Elements (e.g. Trees, Tunnels, Signs)	10 ft preferred; 8 ft minimum

TYPICAL SECTIONS

2-Lane configuration

For much of the southern portion of the alignment, the South Davis Greenway runs alongside a two-lane road with travel in both directions, as shown below. This condition is seen along N Orchard Road, where UTA Bus Route 455 operates. This configuration includes a 6’ park strip buffer between the 12’ trail and roadway. Vegetation must meet utility clearance requirements and maintain access to equipment.

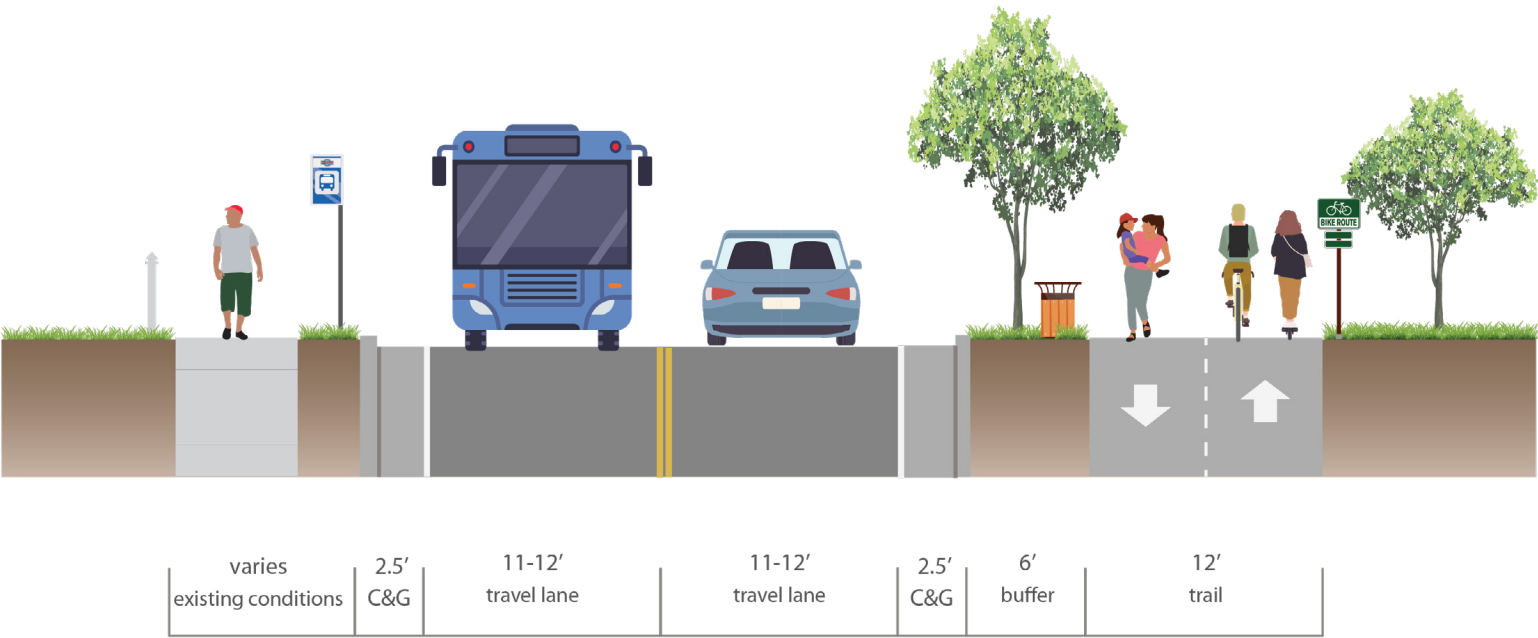


FIGURE 4. TYPICAL SECTION: 2-LANE CONFIGURATION

*Right-of-way limitations may alter the length of shy distances and the width of the park strip in constrained areas. These locations are noted in the concept exhibits in Appendix A.

3-Lane configuration

In much of the central portion of the alignment, the South Davis Greenway travels alongside a three-lane road, containing a center turn lane, as shown to the right. This condition is seen on a majority of 200 W/400W between 400 N and 850 S. This configuration allows for a 6' park strip buffer between the 12' trail and roadway. Vegetation must meet utility clearance requirements and maintain access to equipment

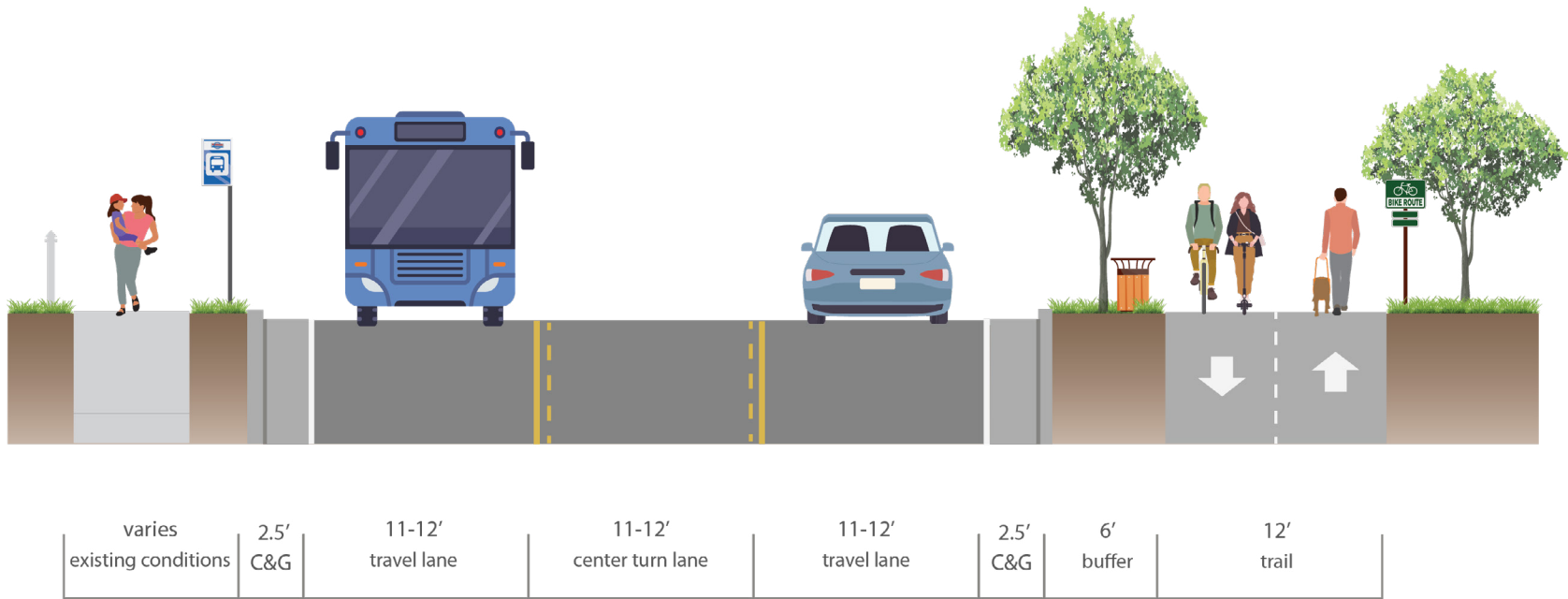


FIGURE 5. TYPICAL SECTION: 3-LANE CONFIGURATION

4-Lane configuration with parking

In the northern portion of the alignment, the South Davis Greenway travels alongside a four-lane road, with space for parallel parking on both sides, as shown to the right. This condition is seen on 200 W between 200 S and State Street. In the next phase of design, narrowing the park strip along portions of the trail by 1-2' may allow the trail to tie into the existing curb and gutter to save on cost. This configuration maintains the existing travel lanes, reducing overall costs.

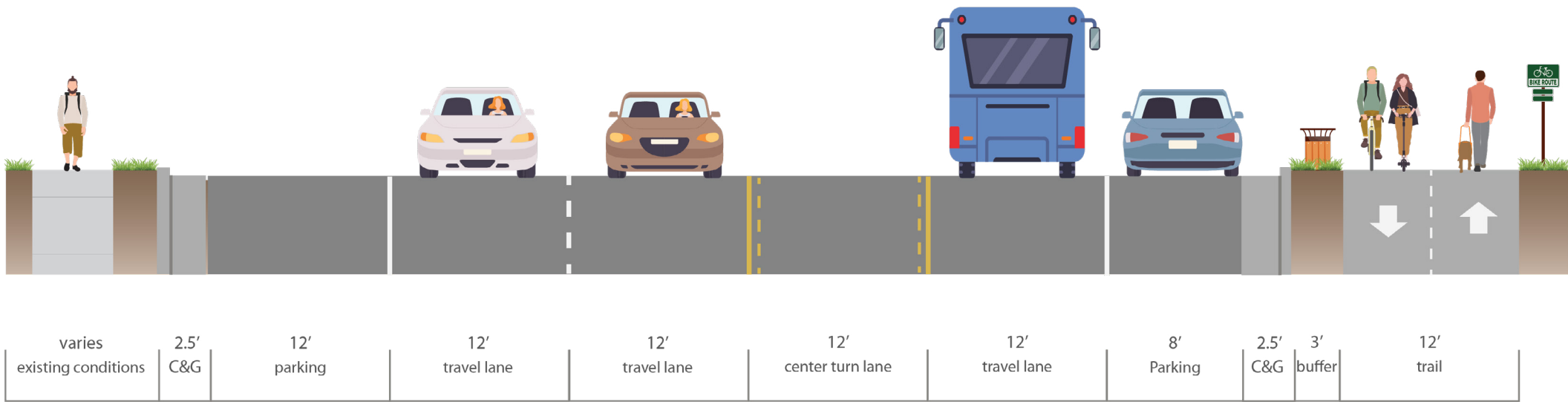


FIGURE 6. TYPICAL SECTION: 4-LANE CONFIGURATION WITH PARKING

LANDSCAPE GUIDANCE

Landscape treatments along the South Davis Greenway should support community identity, long-term sustainability, and operational feasibility, while reinforcing the South Davis Greenway's role as both a transportation and recreational facility.

The following checklist establishes overarching landscape expectations to guide future design and construction. These guidelines are intended to identify priorities, constraints, and coordination needs rather than prescribe final designs.

Community Character and Identity

- » Landscape concepts should reflect individual city identity while contributing to a cohesive regional South Davis Greenway experience.
- » Local variation is encouraged; uniform landscaping across all cities is not required.
- » Identity should be conveyed through plant palettes, materials, and character elements, not high-maintenance features.

Park Strip

- » A minimum 6-foot landscaped park strip between curb and trail is a desired condition where right-of-way allows. Park strips should function as:
 - A buffer between trail users and traffic.
 - A space for low-water, salt-tolerant landscaping.
- » In constrained areas, alternative buffer strategies may be evaluated, but the loss of a landscaped buffer should be clearly identified as a tradeoff.

Water-Wise Landscaping

- » Turf grass between the trail and curb should be avoided due to irrigation consumption and maintenance concerns.
- » Landscaping should align with Weber Basin/"Flip your Strip" principles where feasible. Priority should be given to:
 - Drought-tolerant species.
 - Salt-tolerant species.
- » Low-maintenance ground covers and shrubs.

Salt, Snow, and Roadway Impacts

- » Salt exposure should be assumed in roadway-adjacent segments and addressed through plant selection and layout.
- » Landscape concepts should anticipate winter maintenance impacts and avoid sensitive planting in high-salt zones.

Irrigation Strategy

All cities along the South Davis Greenway are encouraged to collaborate and identify an irrigation approach, while avoiding mandates that limit local discretion. Future design and implementation efforts should also evaluate the need for dedicated irrigation meters, water service connections, and other supporting infrastructure required to maintain landscape improvements along the corridor. Observations made by the Steering Committee during discussion of irrigation concepts include:

- » A single irrigation system across the corridor is not feasible or required.
- » Irrigation approaches may vary by city and by segment.
- » Areas with more intensive landscaping may warrant dedicated irrigation systems.
- » Tying into residential irrigation systems may present operational challenges and should be evaluated cautiously.
- » Irrigation feasibility, including potential meter and service connection requirements, and risks (e.g., winterization, system failures) should be clearly identified.

Utility Coordination

Concept design exhibits identify above-ground utility conflicts with utility poles to the extent feasible within this study. Additional above-ground and below-ground utility conflict identification is required during final design, including water meters, fire hydrants, valve boxes, manholes, storm drainage facilities, communication/fiber infrastructure, transformers, and other utility appurtenances.



WATER-WISE LANDSCAPING EXAMPLES

MAINTENANCE OPTIONS

Long-term maintenance considerations are central to success of the South Davis Greenway. Decisions related to design, amenities, and landscape treatments should be informed by clear expectations for ownership, operations, and ongoing maintenance across the corridor. Establishing a realistic and coordinated maintenance framework early can help avoid deferred upkeep, inconsistent conditions, or system failures experienced in past multi-jurisdictional projects. Cities will be responsible for trail maintenance, including surface asphalt, vegetation management, irrigation, and snow removal.

Maintenance responsibilities for landscaped park strips, trees, irrigation systems, and other landscape improvements should be clearly established during future design and implementation phases. While participating jurisdictions are anticipated to maintain facilities within their respective boundaries, alternative maintenance arrangements may be considered where appropriate.

Long-term success will also depend on each jurisdiction’s ability to plan and budget for future rehabilitation and replacement costs, including pavement resurfacing, irrigation system replacement, landscape renewal, and other capital reinvestments that will be required over the life of the facility.

Maintenance & Management Considerations

A comprehensive approach to maintenance and management, should be identified and documented including:

- » Clearly defined ownership and maintenance responsibility by segment, facility type, or jurisdiction.
- » An agreed-upon approach to system management and oversight to ensure continuity and accountability over time.
- » Early identification of long-term operational needs associated with the South Davis Greenway, beyond initial construction or capital investment.
- » Consideration of lifecycle costs and future capital needs, including rehabilitation, replacement, and major maintenance required to sustain the facility over time.

Design decisions, including amenities, pavement markings, landscape treatments, and supporting infrastructure, should align with realistic municipal maintenance capacity and available resources to support consistent care over the life of the facility.

Multi-Jurisdictional Coordination

Given that the South Davis Greenway spans multiple cities, coordination on maintenance and management approaches can provide efficiencies while allowing flexibility where local conditions differ. Cities are encouraged to collaborate in identifying where shared approaches add value, while avoiding mandates that limit local discretion. This coordination may include, but is not limited to, alignment on:

- » General maintenance expectations and service levels along the corridor.
- » Irrigation and utility operations where applicable.
- » Assumptions related to upkeep, replacement cycles, and staffing or contractor support.
- » Assumptions related to maintenance of landscaped buffers, irrigation systems, and other South Davis Greenway landscape features.

CONCEPTUAL ALIGNMENT

With the completion of UDOT’s Beck Street Trail in Salt Lake City, the South Davis Greenway will complete a safe and comfortable path from Farmington to downtown Salt Lake City. A potential future extension through Farmington was also identified to connect the trail to Fruit Heights. Concept plan sheets are included in Appendix A.

RECOMMENDED ALIGNMENT

The recommended alignment is approximately 10.8 miles long, beginning at the terminus of the Beck Street Trail in North Salt Lake on the south side of Eagle Ridge Drive. The trail heads north along the west side of Orchard Drive to the Center Street intersection, where it crosses to the east side of Orchard Drive. It continues north along Orchard Drive/200 West for approximately 2.6 miles to the Five Points Roundabout in Bountiful, then proceeds through the roundabout and continues north on 200 West/400 West for just over 3 miles to Parrish Lane. At that point, the trail crosses to the west side of 200 West/400 West at CenterPoint Theater, where it remains until Chase Lane.

At Chase Lane, the trail turns west and follows the north side of Chase Lane to I-15 Frontage Road. From there, it continues along the east side of Frontage Road, for approximately 3.1 miles to 200 West, where it turns north and continues along the east side of 200 West until terminating at State Street in Farmington.

FUTURE EXTENSIONS

The current study area and South Davis Greenway alignment terminates at State Street in Farmington. A future extension was identified during discussions with City of Farmington, to extend the South Davis Greenway north of State Street and towards Fruit Heights. While Farmington city staff have a general vision for how the trail should continue through their city before connecting to Fruit Heights, the exact alignment has not yet been determined.

The city’s initial alignment for the future extension would continue along the east side of Lagoon Drive. Beyond Lagoon, the city has identified two alternatives.

- » **Alternative A** would cross Lagoon Drive via a new pedestrian bridge, then continue north to the I-15 off-ramp and pass under Park Lane via a potential tunnel (see Appendix A, Sheets 38 – 40).
- » **Alternative B** would follow Lagoon Drive and 950 North until reconnecting with Frontage Road (see Appendix A, Sheets 38-40).

The trail continues north along Frontage Road for about 900 feet before two alternatives are considered.

- » **Alternative C** continues north along Frontage Road and turns east at Shepard Lane, crossing north at Foxglove Road (see Appendix A, Sheets 40 and 41).
- » **Alternative D** shows the trail passing through Farmington City Park and along 700 West before turning west on Shepard Lane and crossing north at Foxglove Road (see Appendix A, Sheets 40 and 41). From Foxglove Road, both alternatives would continue north past Smith’s Grocery Store, turn west on Creek Lane, and proceed north along Frontage Road until reaching Fruit Heights.

I-15 COORDINATION

The recommended trail alignment follows I-15 Frontage Road through Centerville and Farmington. In 2024, UDOT published the I-15 Environmental Impact Statement (EIS), which identifies impacts to Frontage Road and adjacent properties. As part of the Frontage Road reconstruction, UDOT committed to replacing the existing sidewalk trail (8 feet in most locations) and closing trail gaps within the project area.

This commitment presents a partnership opportunity to coordinate with UDOT on upgrading the existing Frontage Road sidewalk/trail to meet the proposed South Davis Greenway design standard of a 12-foot-wide path, consistent with UDOT’s Utah Trail Network design guidelines.

The project team and affected communities have engaged UDOT in discussions to increase the trail width currently proposed in the EIS to 12 feet, encouraging a consistent cross-section along the entire South Davis Greenway corridor.

KEY CONSTRAINTS

Several limitations exist throughout the South Davis Greenway corridor leading to deviations in the design through constrained areas. These locations are annotated on concept plan sheets in Appendix A.

These constraints include:

- » **Utility Poles:** Impacted utility poles are called out in pink through the alignment sheets.
- » **Street Crossings:** There are several street crossings along the corridor. The locations for potential future pedestrian bridges or tunnels are also called out in the sheets.
- » **Right-of-way considerations:** These are noted through the plans, including impacts requiring retaining walls, fencing, or relocation.

Elements of the design and key features of each segment such as roadway crossings, utility conflicts, and opportunity areas are noted in the concept plan sheets, Appendix A.

POCKET PARK OPPORTUNITIES

Throughout the South Davis Greenway alignment corridor, there are opportunities for pocket parks (also known as parkettes or mini-parks). These are small-scale green spaces that are publicly accessible and integrated into the surrounding neighborhood fabric.

Pocket parks can be strategically located where the South Davis Greenway intersects residential areas, commercial districts, trailheads, or underutilized parcels. Potential locations for pocket parks and trail amenities have are identified in the concept plan sheets in Appendix A.

Pocket parks represent a meaningful opportunity to enhance the value of the South Davis Greenway for surrounding communities. By providing places to pause, gather, and engage with the landscape, these spaces can serve as informal neighborhood destinations along the corridor. Even modest interventions, such as seating, shade, native landscaping, public art, or interpretive elements, can transform residual or overlooked spaces into welcoming community assets.

From a community perspective, pocket parks can:

- » Expand access to green space in areas that may lack larger parks.
- » Support everyday use of the South Davis Greenway by offering rest areas and social spaces for walkers, cyclists, and families.
- » Create flexible plazas or micro-destinations that can reflect local character and neighborhood identity.
- » Improve the overall comfort and appeal of the corridor, encouraging repeat use and stewardship.

Because pocket parks are small and adaptable, they can be phased over time and tailored to site-specific constraints, partnership opportunities, and community priorities. When thoughtfully designed, they offer a high-impact, low-footprint way to deliver visible benefits to neighborhoods while reinforcing the South Davis Greenway as a shared community space rather than solely a pass-through trail.



PROMISE PARK ALONG PARLEY’S TRAIL IN SALT LAKE CITY

CURRENT AND PROPOSED CONDITIONS



EXISTING: BOUNTIFUL NEXT TO SOUTH DAVIS RECREATION CENTER



EXISTING: NORTH SALT LAKE SOUTH OF CENTER STREET



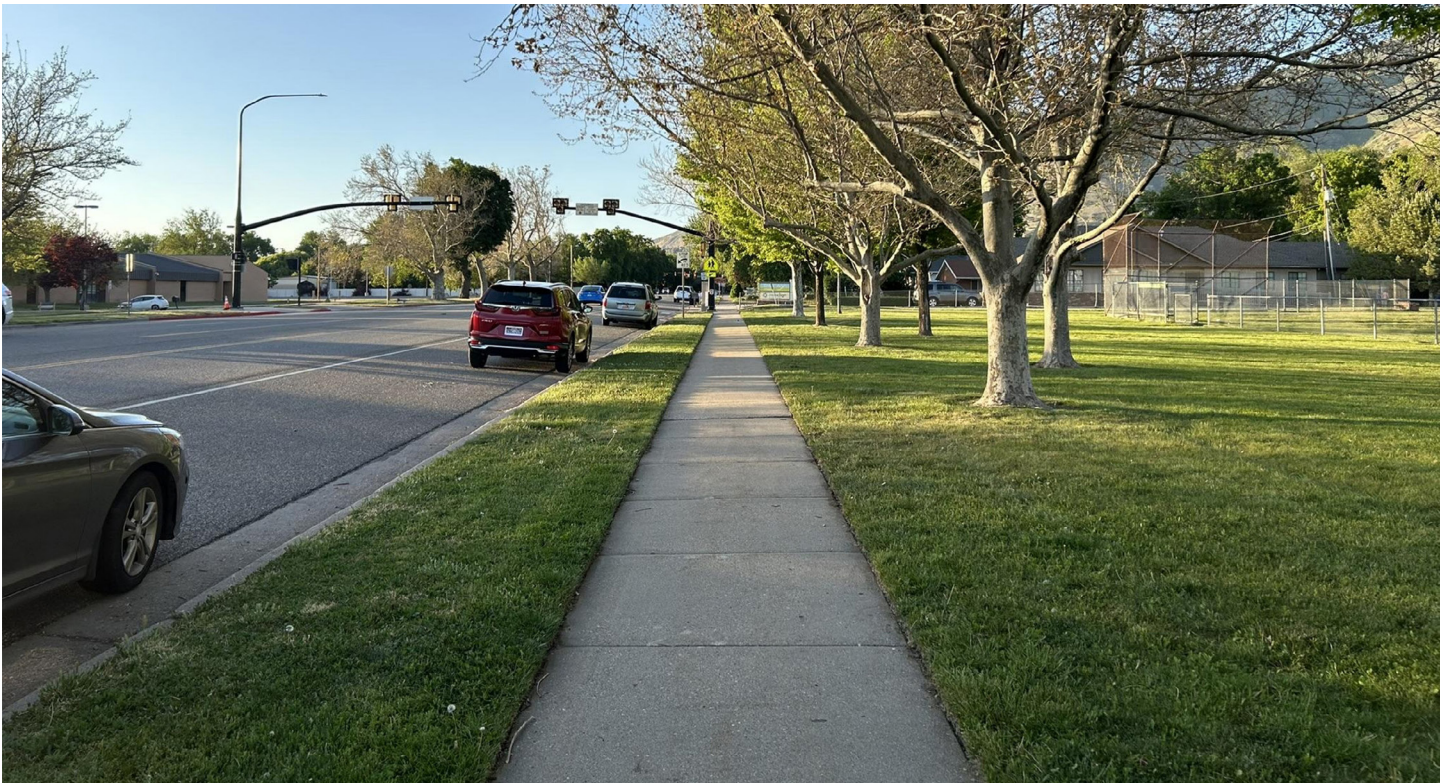
PROPOSED: BOUNTIFUL NEXT TO SOUTH DAVIS RECREATION CENTER



PROPOSED: NORTH SALT LAKE SOUTH OF CENTER STREET



EXISTING: CENTERVILLE NEXT TO PORTER-WALTON PARK



EXISTING: FARMINGTON ACROSS FROM FARMINGTON JR. HIGH SCHOOL



PROPOSED: CENTERVILLE NEXT TO PORTER-WALTON PARK



PROPOSED: FARMINGTON ACROSS FROM FARMINGTON JR. HIGH SCHOOL

PROJECT PHASING

The South Davis Greenway will be constructed in phased segments, based on funding availability. Segments can be implemented individually or combined to support flexible funding, prioritization, and delivery. The recommended phasing sequence was developed to prioritize segments that connect to planned I-15 improvements, create logical and usable trail connections, capitalize on near-term implementation opportunities, and deliver meaningful benefits to the community as early as possible. Recommended implementation segments consider construction complexity, logical termini, and the ability to deliver clearly defined, constructible segments.

Table 5 describes the five proposed construction segments, labeled A-E, and their corresponding jurisdictions. Phase “0” will be constructed with the current I-15 widening project. Funding needs to be identified and secured for Phases 1, 2, and 3.

TABLE 5. PROJECT SEGMENTS

Segment	STA Begin	Beginning Point	STA End	Ending Point	Length (miles)	Jurisdiction
A	00+00	US-89/Eagle Ridge Drive	120+00	2600 S	2.27	North Salt Lake/Bountiful
B	120+00	2600 S	249+00	North of 400 N	2.44	Bountiful
C	249+00	North of 400 N (South Davis Recreation Center)	381+00	Chase Lane / I-15 Frontage Road	2.5	Bountiful, Centerville
D	381+00	Chase Lane/I-15 Frontage Road	555+50	200 W/I-15 Frontage Road	3.3	Centerville, Farmington
E	555+50	200 W/I-15 Frontage Road to State Street	571+00	200 W/State Street	0.29	Farmington



RECOMMENDED PHASING

The following is the recommended phasing program for South Davis Greenway implementation.

Phase 0:

- » **Segment D:** I-15, Farmington to Salt Lake City Reconstruction project.

Phase 2:

- » **Segment C:** 400 N/South Davis Recreation Center to Chase Lane/I-15.

Phase 1:

- » **Segment A:** US-89/Eagle Ridge Drive to 2600 South.
- » **Segment E:** Farmington 200 W/I-15 Frontage Road to State Street.

Phase 3:

- » **Segment B:** 2600 S to 400 N/South Davis Recreation Center.

Early phases prioritize segments that connect to I-15 improvements, either to the I-15 Frontage Road segment of the South Davis Greenway, or to the new Beck Street Shared Use Path which will also be constructed as part of the I-15 project.

Figure 7 illustrates the phasing approach to the five proposed segments.

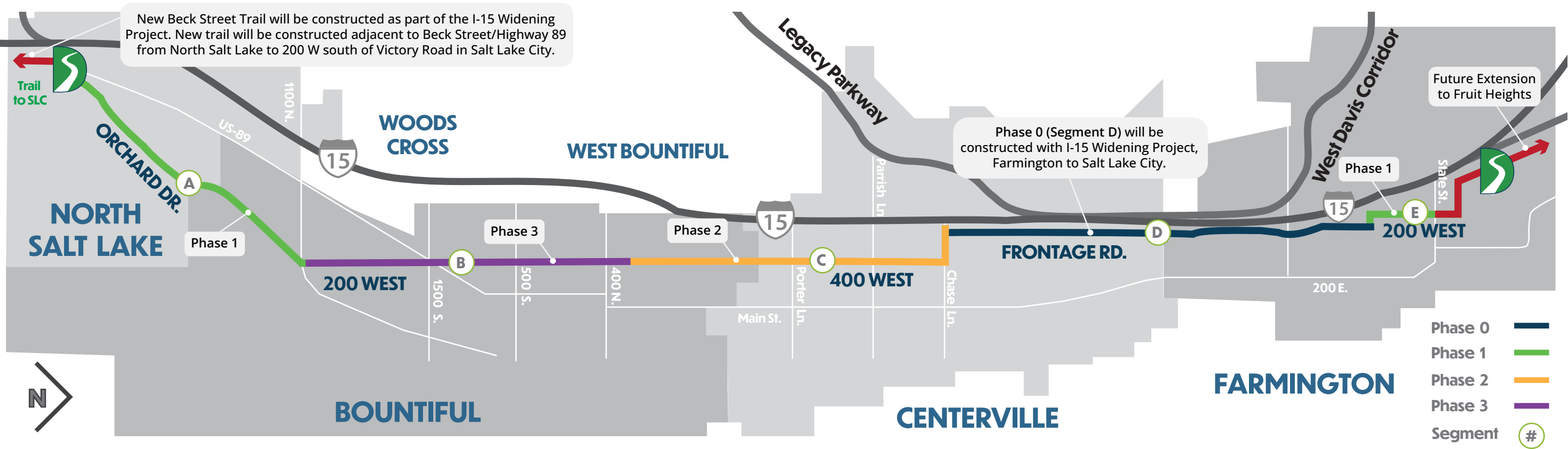


FIGURE 7. RECOMMENDED PHASING

ESTIMATE OF PROBABLE CONSTRUCTION COST

A preliminary, planning-level construction cost estimate was developed for the recommended alignment, consistent with the level of detail appropriate for a feasibility study. The estimate includes major construction elements such as a 12-foot-wide paved side path, 6-foot-wide park strip, roadway reconstruction, driveway connections, retaining walls, and utility relocations.

This estimate provides an initial assessment of potential construction costs and is based on limited design information. As such, it will be refined as survey, engineering, right-of-way, environmental review, and coordination efforts are completed. Actual project costs may vary based on final design, permitting requirements, market conditions, and construction phasing.

The estimate does not include all project elements. Key cost components requiring further evaluation in subsequent phases include drainage design, utility relocations, signage and wayfinding, right-of-way acquisition (beyond preliminary assumptions), and potential environmental mitigation. These elements will be further defined during future design phases and may affect the overall project cost.

The total estimated cost of the trail from North Salt Lake to Centerville, encompassing Segments 1, 2, 3, and 5, is \$42.8 million (2026 dollars). Table 6 summarizes costs by segment, and detailed cost estimate worksheets for each segment are provided in Appendix B.

TABLE 6. SEGMENT COSTS (2026 AND 2031)

Segment	STA Begin	Begin- ing Point	STA End	Ending Point	Estimated Cost (2026)	Estimated Cost (2031)
A	00+00	US-89/Eagle Ridge Drive	120+00	2600 S	\$13,110,000	\$15,388,000
B	120+00	2600 S	249+00	North of 400 N (South Davis Recreation Center)	\$13,072,000	\$15,332,000
C	249+00	North of 400 N (South Davis Recreation Center)	381+00	Chase Lane / I-15 Frontage Road	\$15,296,000	\$17,951,000
D	381+00	Chase Lane/I-15 Frontage Road	555+50	200 W/I-15 Frontage Road	Included with I-15 Reconstruction; separate cost estimate was not prepared.	
E	555+50	200 W/I-15 Frontage Road to State Street	571+00	200 W/State Street	\$1,314,000	\$1,543,000
Total Construction/Design					\$42.8M	\$50.2M

PROBABLE CONSTRUCTION COST BY JURISDICTION

The communities of Bountiful, Centerville, Farmington, North Salt Lake, and Davis County will collaborate to complete construction of the South Davis Greenway Feasibility Study. Table 7 and Table 8 describe the segment cost by jurisdiction for 2026 and 2031, respectively. The cost by phase and jurisdiction is provided to support grant applications to local, state, and federal funding programs. More information about potential funding sources is included in the next section. The South Davis Greenway is well-positioned for state funding since it is part of the Utah Trail Network.

TABLE 7. COST BY PHASE AND JURISDICTION (2026)

Phase	Seg- ment	Total Construction Cost (2026)	Segment Cost by Jurisdiction(2026)			
			NSL	Bountiful	Centerville	Farmington
Phase 0	D	Phase 0 will be constructed with I-15 Widening Project, Farmington to Salt Lake City				
Phase 1	A	\$13,110,000	\$9,182,775	\$3,927,225	-	-
	E	\$1,314,000	-	-	-	\$1,314,000
Phase 2	C	\$15,296,000	-	\$5,180,903	\$10,115,097	-
Phase 3	B	\$13,072,000	-	\$13,072,000	-	-
Total		\$42,792,000.00	\$9,182,775	\$22,180,128	\$10,115,097	\$1,314,000

TABLE 8. COST BY PHASE AND JURISDICTION (2031)

Phase	Seg- ment	Total Construction Cost (2031)	Segment Cost by Jurisdiction(2031)			
			NSL	Bountiful	Centerville	Farmington
Phase 0	D	Phase 0 will be constructed with I-15 Widening Project, Farmington to Salt Lake City				
Phase 1	A	\$15,338,000	\$10,743,357	\$4,594,643	-	-
	E	\$1,543,000	-	-	-	\$1,543,000
Phase 2	C	\$17,951,000	-	\$6,080,177	\$11,870,823	-
Phase 3	B	\$15,332,000	-	\$15,332,000	-	-
Total		\$50,164,000	\$10,743,357	\$26,006,821	\$11,870,823	\$1,543,000

Cost Estimate Major Cost Components:

- » 1.5" Mill and Fill
- » Storm drain and drainage improvements
- » Construction easements
- » Pedestrian ramps
- » Removal and reconstruction of concrete pavement
- » Undergrounding utilities (selected segments)
- » Relocate signal pole and equipment

Cost Estimate Key Assumptions:

- » Items not Estimated - 25% of Construction Cost
- » Mobilization - 8% of Construction Cost
- » Traffic Control - 7% of Construction Cost
- » Preliminary Engineering/Design - 12% of Construction, Utilities and ROW
- » Construction Engineering - 12% of Construction, Utilities

NEXT STEPS

The following next steps outline the actions needed to advance the South Davis Greenway from planning into implementation.

COUNCIL ADOPTION

It is recommended that each participating community formally accept the South Davis Greenway Feasibility Study through a council action. Formal acceptance will demonstrate unified local support and strengthen the project’s competitiveness as UDOT considers future implementation funding through the Utah Trail Network.

SOUTH DAVIS GREENWAY COORDINATING COMMITTEE

To sustain project momentum and ensure effective cross-jurisdictional coordination, the four partner communities should establish a South Davis Greenway Coordinating Committee, with representation from each city. This committee will serve as the primary forum for collaboration, coordination, and advancement of the project, helping ensure that implementation reflects shared regional priorities while recognizing that each participating jurisdiction retains authority over funding, project prioritization, design, and implementation within its own boundaries.

The Steering Committee established for this project should continue to serve as the South Davis Greenway Coordinating Committee. The City of North Salt Lake will take a leadership role to convene the committee on a regular basis.

The Coordinating Committee should focus on securing funding for the South Davis Greenway. The South Davis Greenway is well positioned for consideration in the 2027 UTN programming cycle. This would provide funding for design, State Environmental Study, and construction.

POTENTIAL FUNDING SOURCES

With coordinated local commitment, the South Davis Greenway is well-positioned to be competitive for funding in the **2027 Utah Trail Network** and subsequent programming cycles. Recent funding awards further demonstrate local readiness and the ability to leverage state programs. For example, North Salt Lake received a 3rd Quarter award of \$196,000 for a new trail and buffered bike lane along Orchard Drive, with an additional \$49,000 locally committed match, representing a \$245,000 funding allocation toward the southernmost section of the South Davis Greenway. To support this effort, partner communities should:



- » Coordinate local funding commitments and identify matching funds to strengthen grant applications.
- » Continue coordination with UDOT and WFRC to ensure the project reflects regional priorities and programming timelines.

Early and sustained coordination through the South Davis Greenway Coordinating Committee will demonstrate regional consensus, project readiness, and the ability to deliver, each of which are key factors in securing state and regional implementation funding. In addition to **Utah Trail Network** funding, the project may pursue federal, state, and local funding sources, including competitive grant programs such as BUILD and CMAQ.

Table 9 on the next page summarizes potential funding sources including the Utah Trail Network.

I-15 COORDINATION

A near-term priority is continued coordination with UDOT to include the South Davis Greenway within the I-15 Environmental Impact Statement (EIS) project area. This represents a critical opportunity to deliver a substantial portion of the South Davis Greenway through Farmington and Centerville as part of a larger transportation investment.

Coordination began during the Feasibility Study in partnership with Centerville City and Farmington City and should continue as the I-15 project advances. Ongoing coordination will help ensure the South Davis Greenway is integrated into project design, maintains continuity of the regional corridor, and leverages construction efficiencies associated with the I-15 improvements.

IMPLEMENTATION RESPONSIBILITIES

Advancing the South Davis Greenway will require coordinated, sustained action across all jurisdictions along the corridor. Each city will play a key role in championing the project within its boundaries, preserving right-of-way, integrating the South Davis Greenway into local plans, and securing matching funds to position each phase for implementation.

UDOT is a critical partner given the South Davis Greenway’s relationship to the I-15 corridor and its designation within the Utah Trail Network.

The South Davis Greenway Coordinating Committee will oversee a unified phasing and funding strategy, including a proposal to the Utah Trail Network team for consideration in 2027 programming cycle, and pursuit of other state and local grants. The project should be proposed to be included in WFRC plans and

project lists.

POTENTIAL NORTHBOUND EXTENSION

While this planning study established the recommended alignment and design framework for the South Davis Greenway, additional studies will further advance the project. A future extension alignment study is needed to evaluate alignment alternatives north of Lagoon and select a preferred alignment through Farmington to Fruit Heights. This segment may include a new tunnel at Park Lane; detailed feasibility analysis is required.

Farmington may consider requesting WFRC Transportation and Land Use Connections program funds to prepare a feasibility study to extend the South Davis Greenway to Fruit Heights. Fruit Heights should be considered as a project partner.



STEERING COMMITTEE MEETING

TABLE 9. FUNDING OPTIONS

Program	Eligible Activities	Match Required	Eligible Applicants
State of Utah and UDOT Programs			
Utah Trail Network (UTN)	The Transportation Investment Fund allocates \$45 million annually to support the Utah Trail Network; trail projects are run through a prioritization model and reviewed before recommending for funding.	No match required.	UDOT, reviews projects with local communities
TTIF - First/Last Mile (TTIF-FLM)	Active transportation projects that make direct connections or improve connections to transit stops.	30%	Transit districts, cities, counties
TIF-Active Transportation	Supports construction of bicycle and pedestrian infrastructure such as trails, shared-use paths, bike lanes, and enhanced crossings.	40%	Cities, counties
Utah Outdoor Recreation (Tier 1 and Regional Asset Tier) Grants	The Utah Outdoor Recreation Grant is for new outdoor recreation infrastructure projects and helps communities build recreation amenities that support local economic development, tourism, and quality of life improvements for Utah's residents. Funding Amounts: Regional Asset Tier - \$500,001 - \$1,000,000.	All UORG programs use a Suggested County Based Sliding Scale (minimum 20%). Federal and State entities require a 50/50 match.	Municipalities, state agencies, federal agencies, public educational institutions, non-profits and tribal governments
Wasatch Front Regional Council - Programmed Federal Funds			
Surface Transportation Block Grant (STBG)	Flexible funding for roadway, bridge, transit, and bike/ped improvements on Federal-Aid eligible routes, 13.5% local match	6.77%	WFRC, cities
Congestion Mitigation and Air Quality Improvement (CMAQ) Program	Funds projects that reduce transportation-related emissions and improve air quality. Includes bike/ped commuter infrastructure	6.77%	Cities, UTA
Transportation Alternatives Program (TAP)	Funds planning and construction of bicycle and pedestrian facilities, ADA upgrades, Safe Routes to School infrastructure, traffic calming, and nonmotorized trail projects	6.77%	Cities, UDOT
Carbon Reduction Program (CRP)	Funds low-emission transportation projects such as EV charging stations, bike/ped infrastructure, micromobility programs, and smart traffic systems that reduce greenhouse gas emissions	6.77%	WFRC, cities
WFRC Transportation and Land Use Connection (TLC) Program Grants	For extension alignment studies (e.g. Farmington extension to Fruit Heights)	6.77% min; higher match is generally provided to improve competitiveness.	Cities, counties
Davis County Programs			
Davis County Prop 1 "3rd Quarter" Sales Tax Transportation Grant	This grant has an annual cycle and can be used for mobility projects on collector and arterial roadways.	20%	Cities, Davis County
Davis County Prop 1 "4th Quarter" Sales Tax Active Transportation Funding	This funding is available for building regional active transportation facilities.	20-50%	Cities, Davis County
Federal Discretionary Grant Programs			
Better Utilizing Investments to Leverage Development (BUILD) Grant Program	Funds multimodal surface transportation projects that improve safety, accessibility, environmental sustainability, and quality of life. Eligible uses include complete streets, transit stations, rail improvements, bicycle and pedestrian improvements and intermodal connections.	20%	Public agencies
Congressionally Directed Spending (CDS)	Federally earmarked funding through annual appropriations bills for specific projects identified by members of Congress.	Typically none (varies by year and project)	Public agencies via Congressional delegation
Recreational Trails Program	The Recreational Trails Program (RTP) provides federal funding for the construction, restoration, and educational promotion of motorized, non-motorized, and diverse-use trails and trailside facilities, funding amount of \$10,000 - \$200,000. Program is administered by State of Utah, Division of Outdoor Recreation.	To be determined; contact Division of Outdoor Recreation.	Municipalities, state agencies, federal agencies, non-profits and tribal governments

SOUTH DAVIS GREEN WAY



WALK BIKE ROLL CONNECT

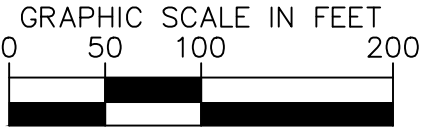
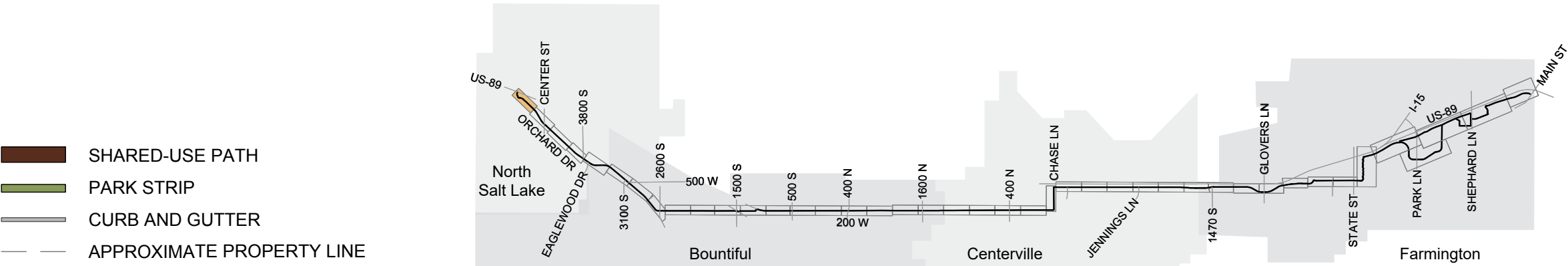
APPENDIX A

CONCEPT PLAN
EXHIBITS





● Driveway tie-in to be designed in future design phase

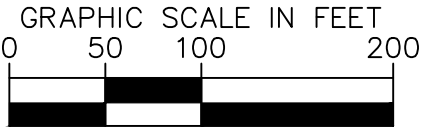
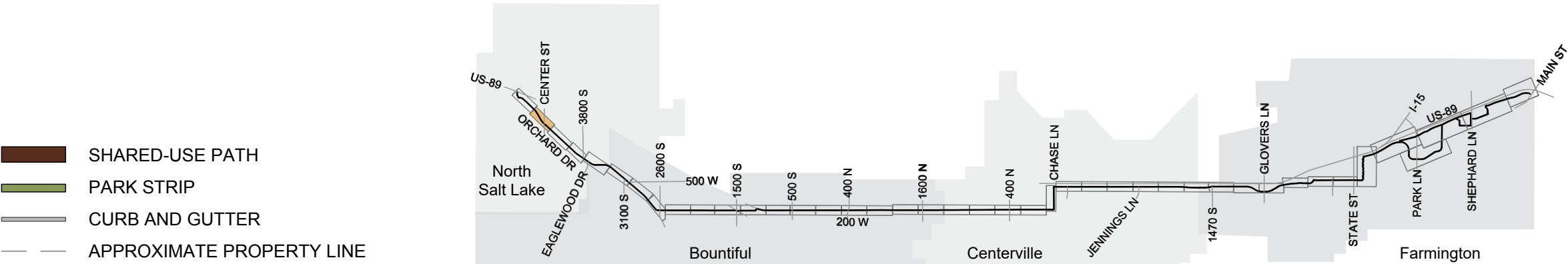


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 2



- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

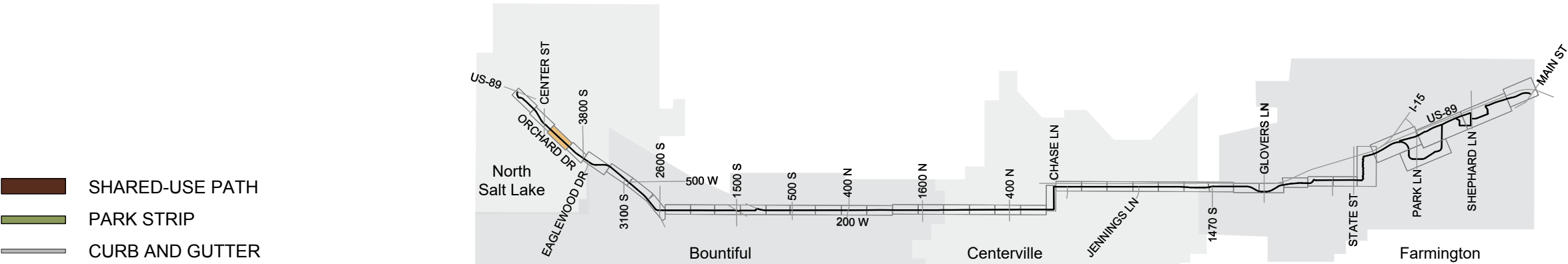


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 3

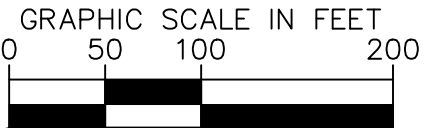
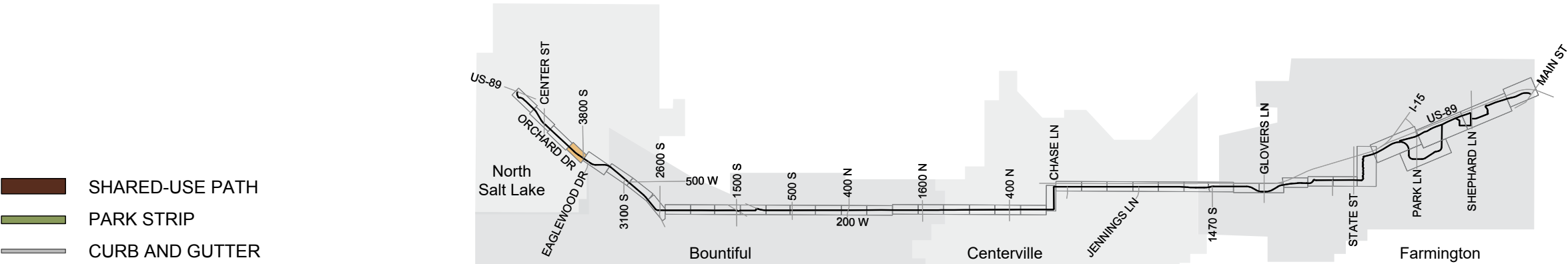


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



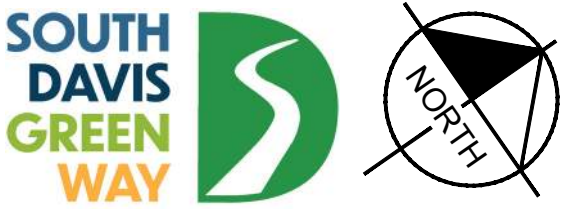


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



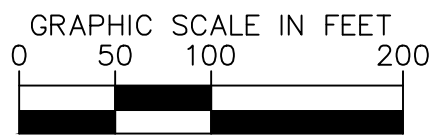
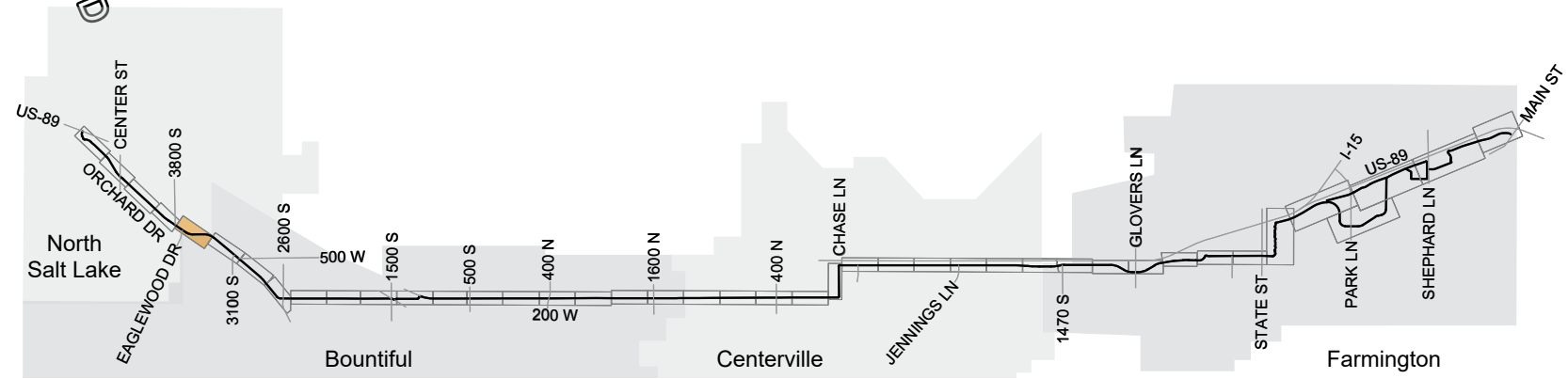
WALK BIKE ROLL CONNECT

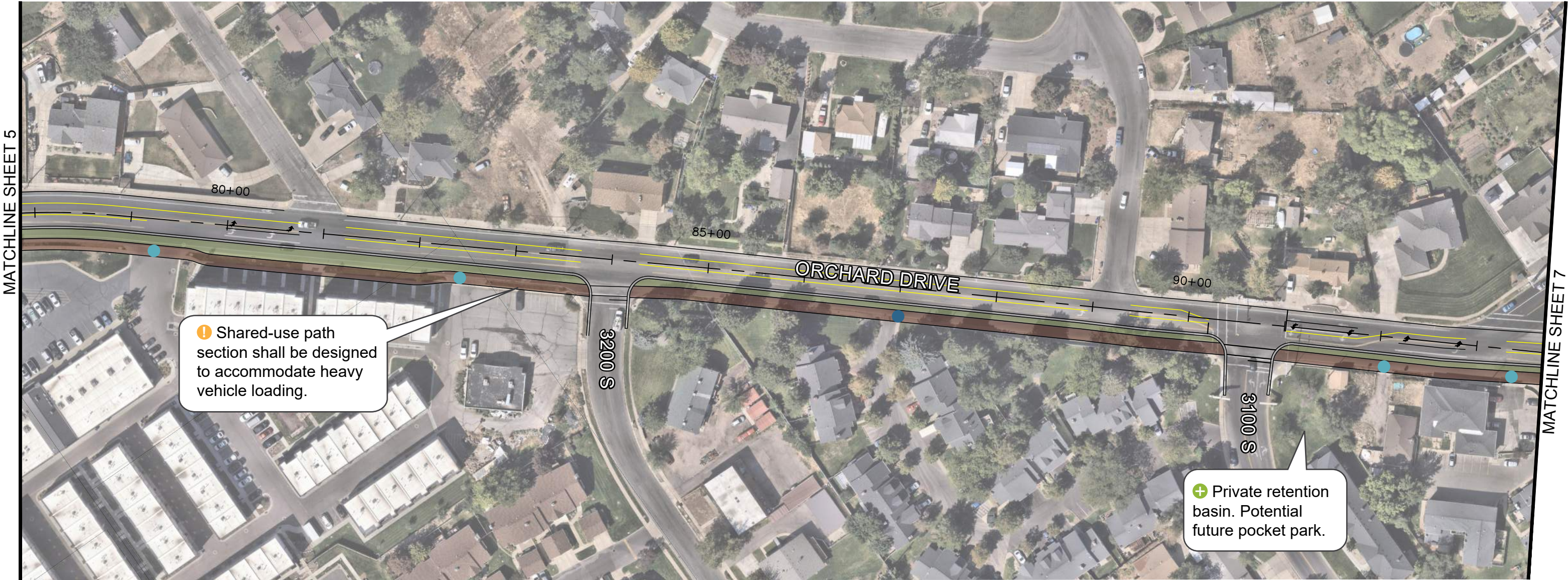
Recommended Alignment - Sheet 5



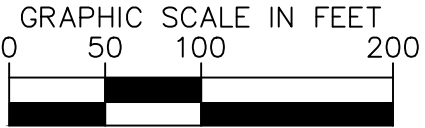
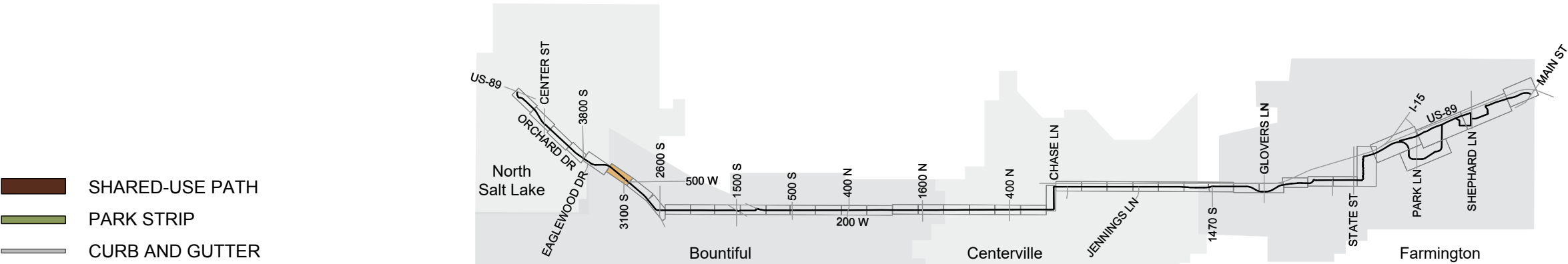
● Driveway tie-in to be designed in future design phase

- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER





- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

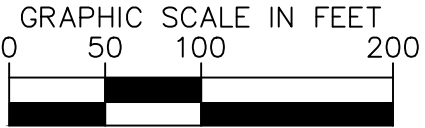
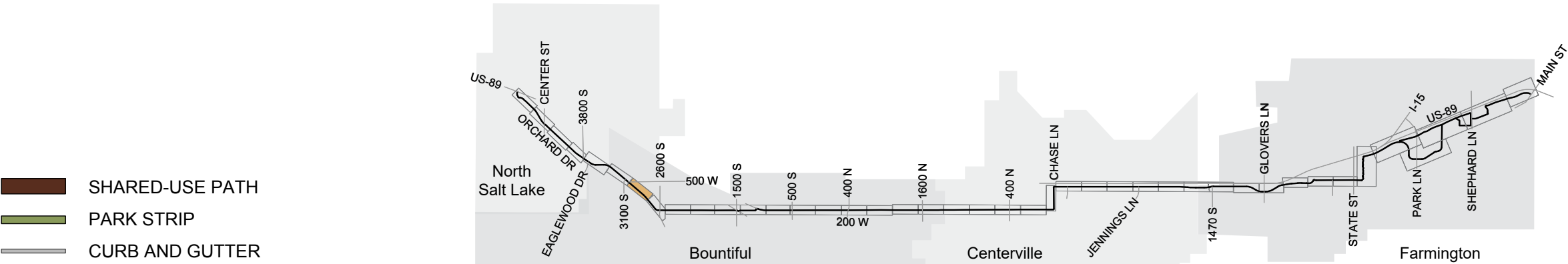


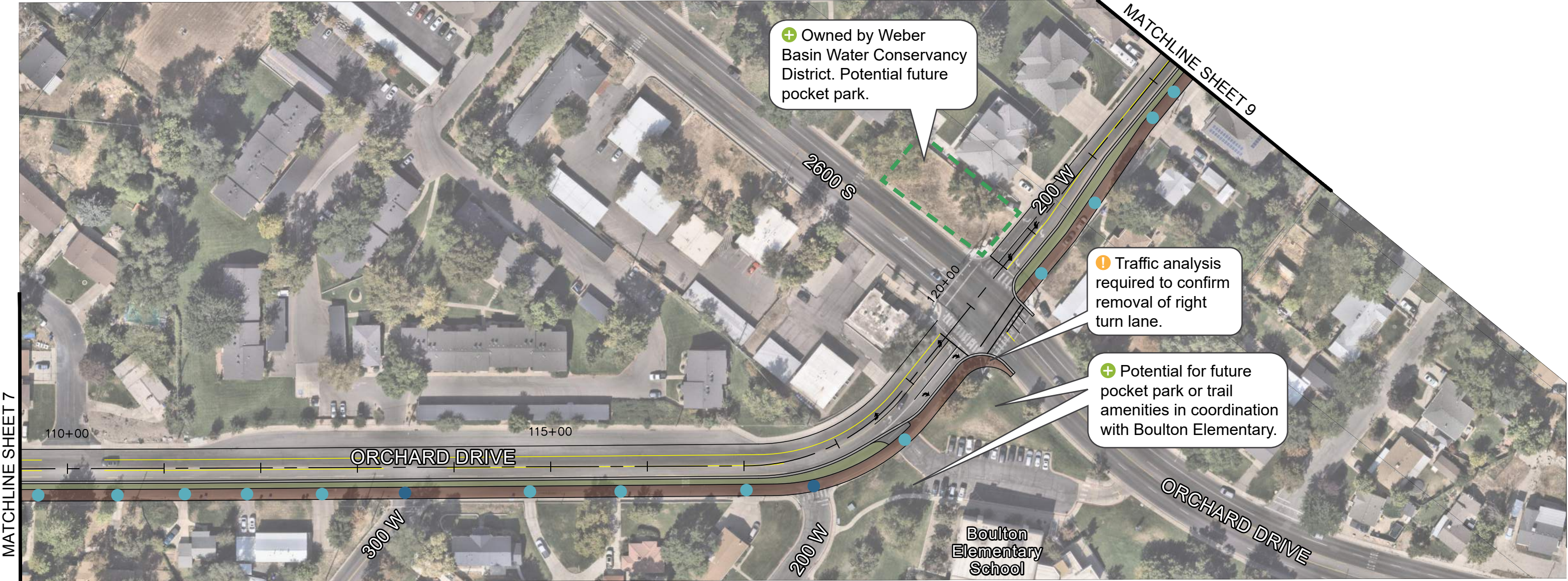
WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 7



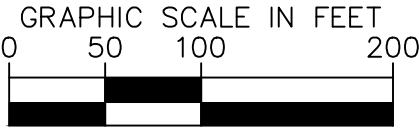
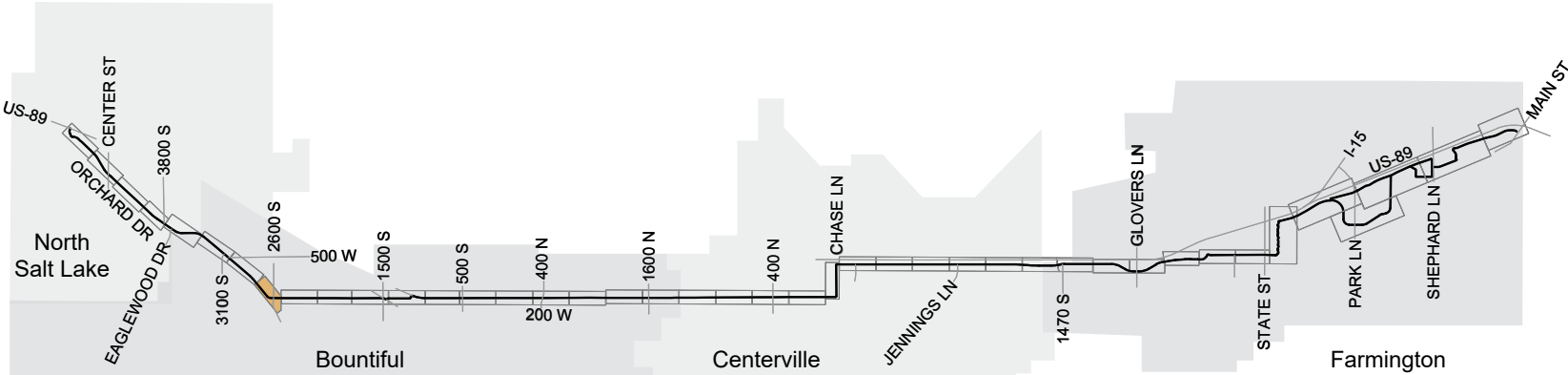
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

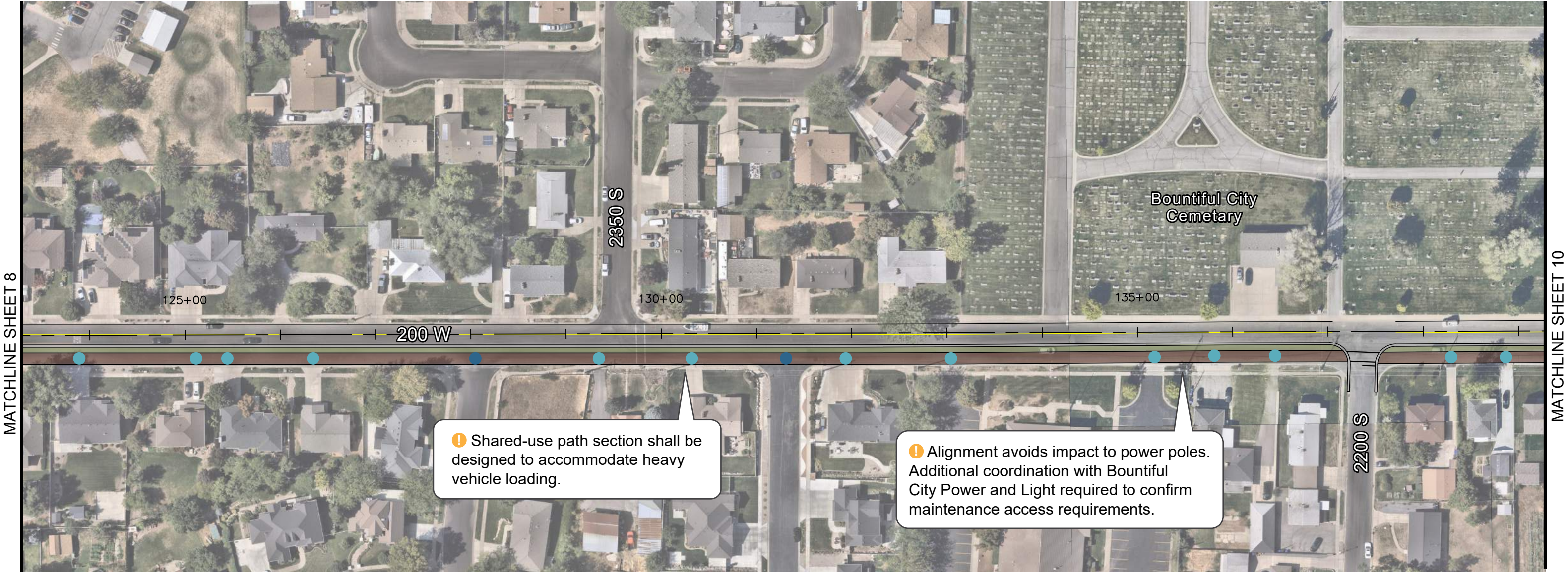




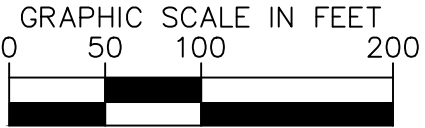
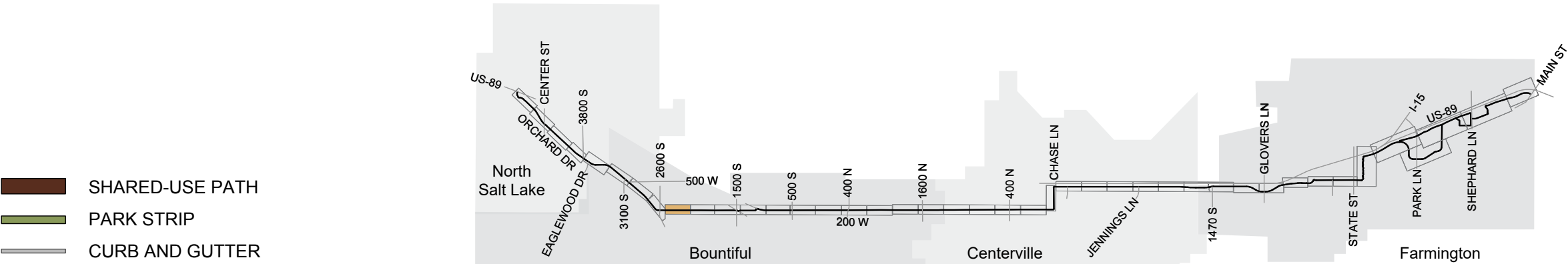
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

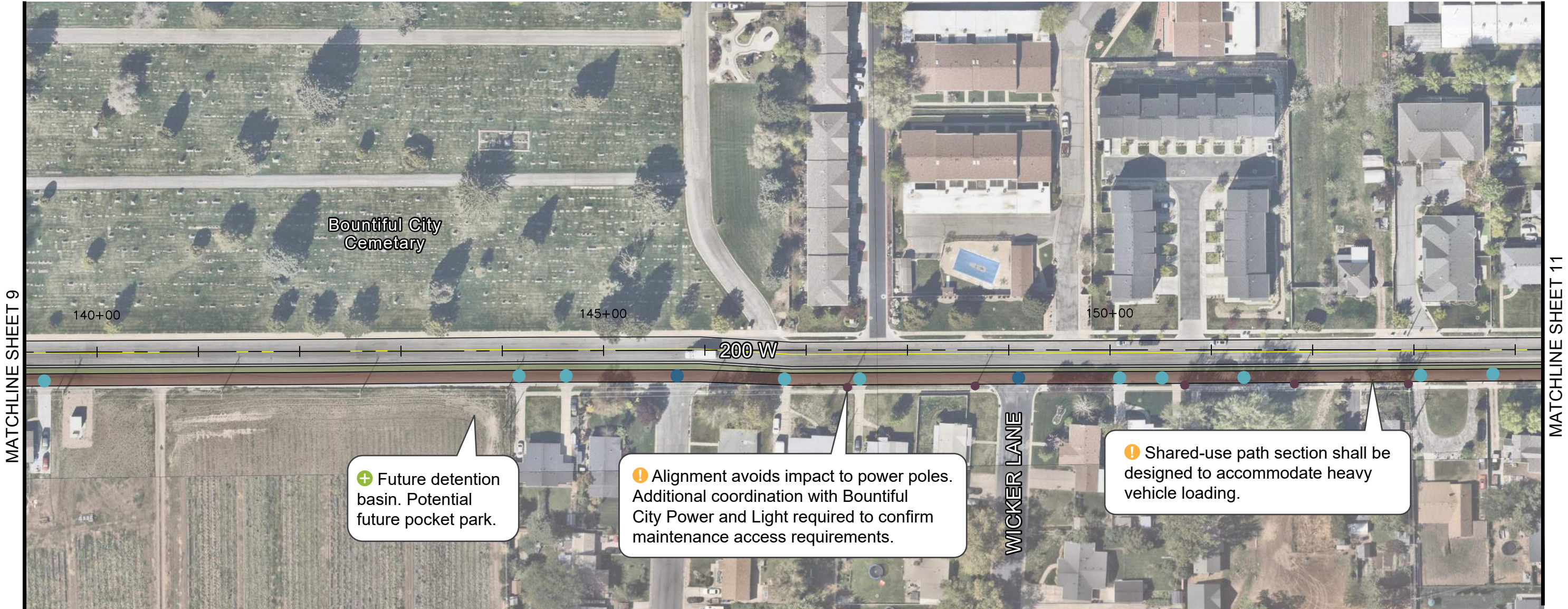
- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER



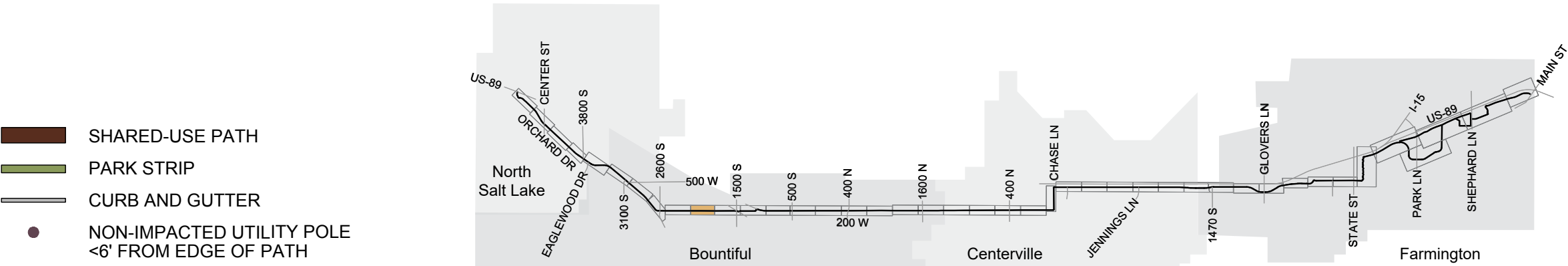


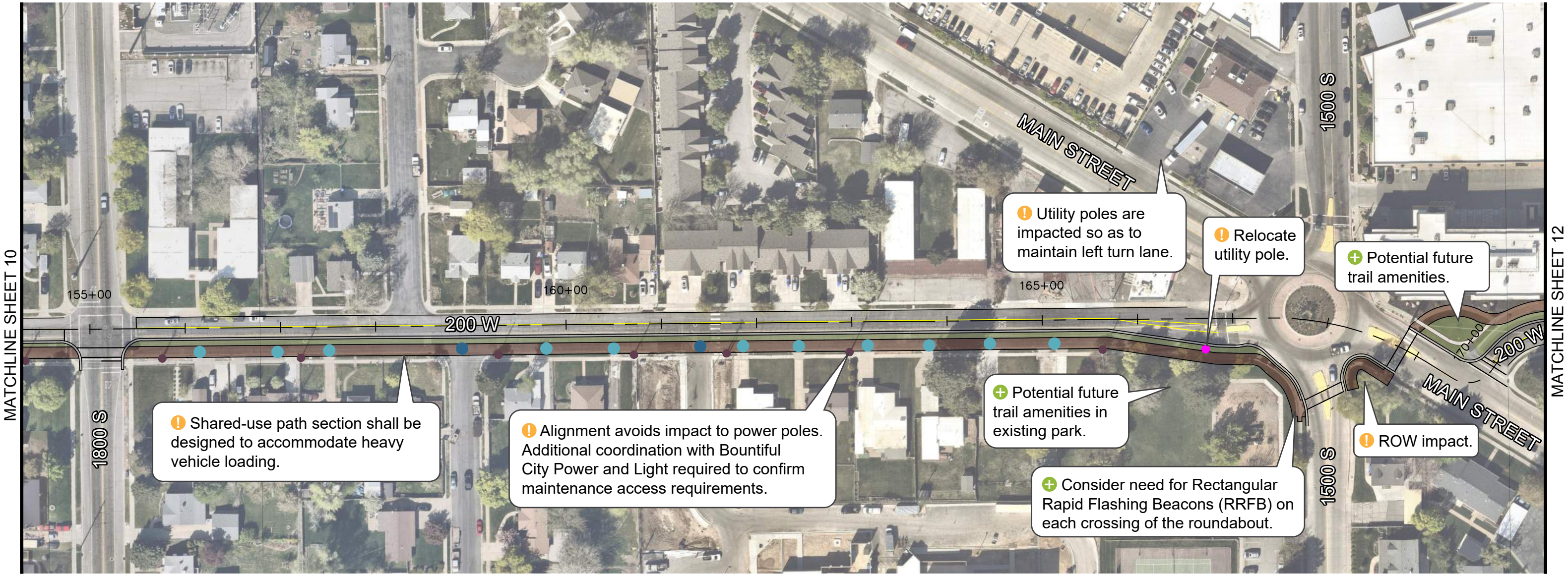
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



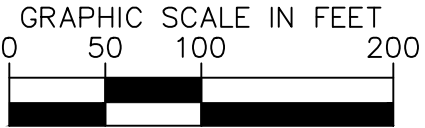
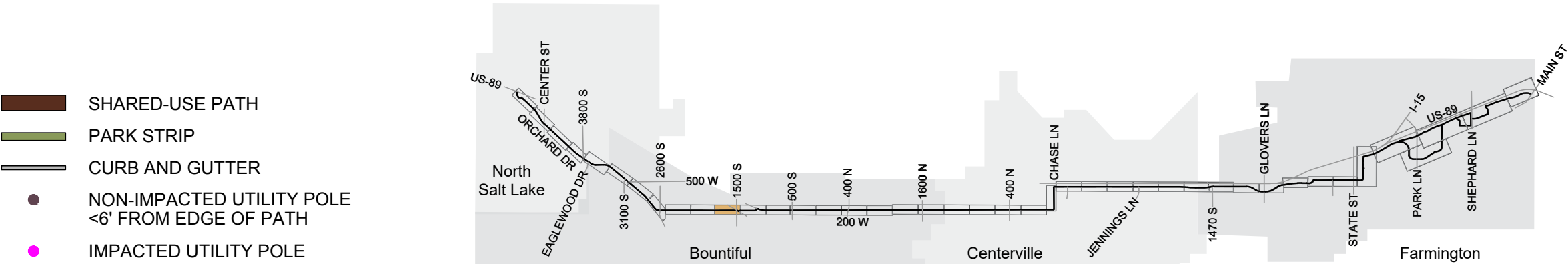


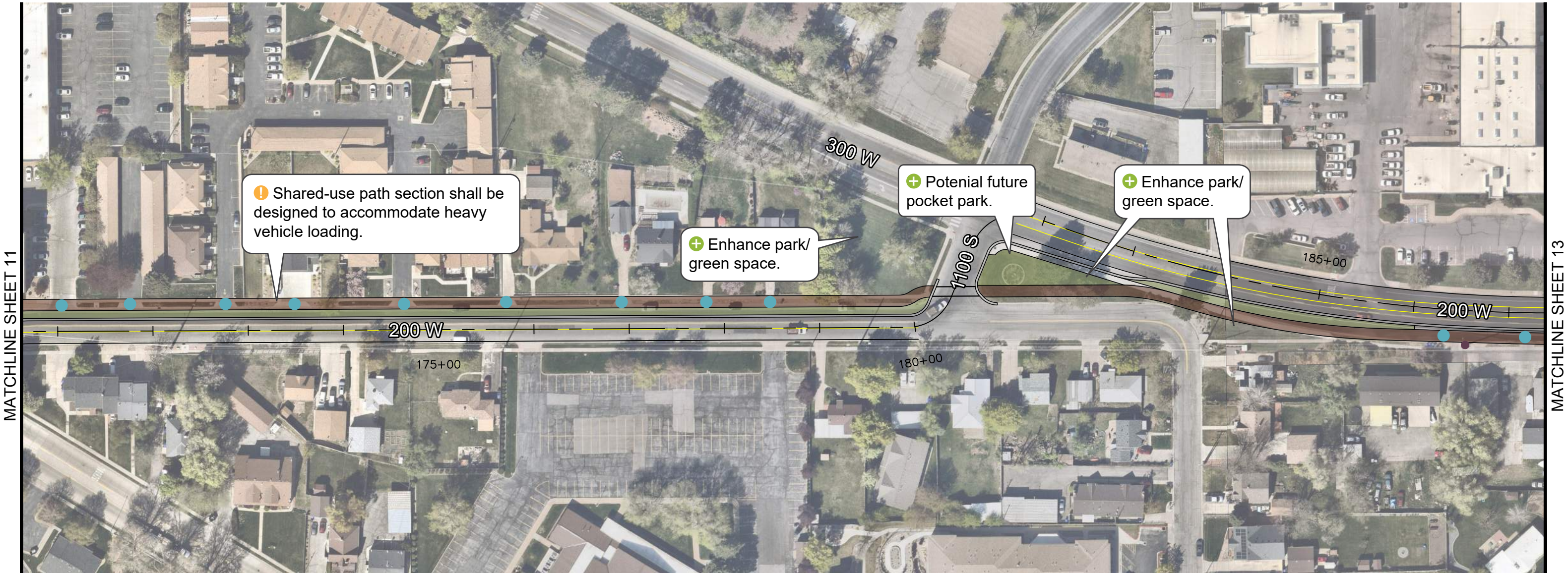
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



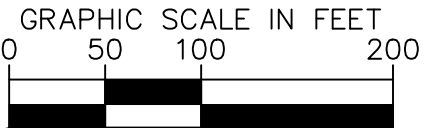
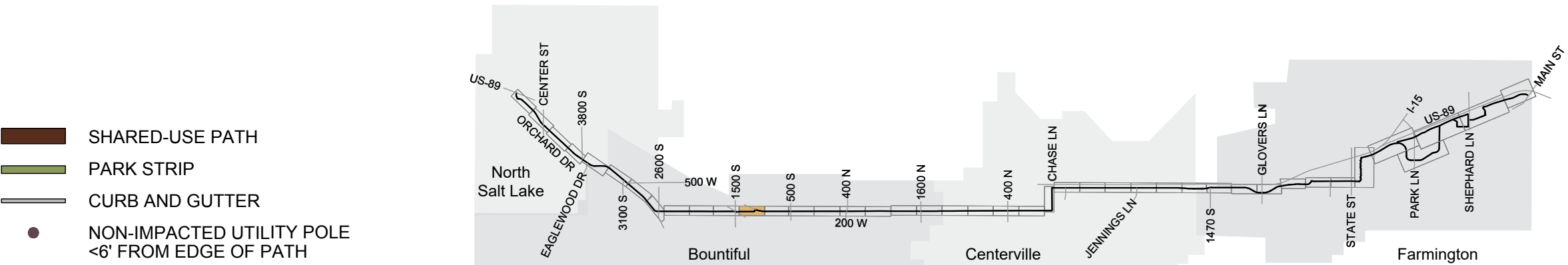


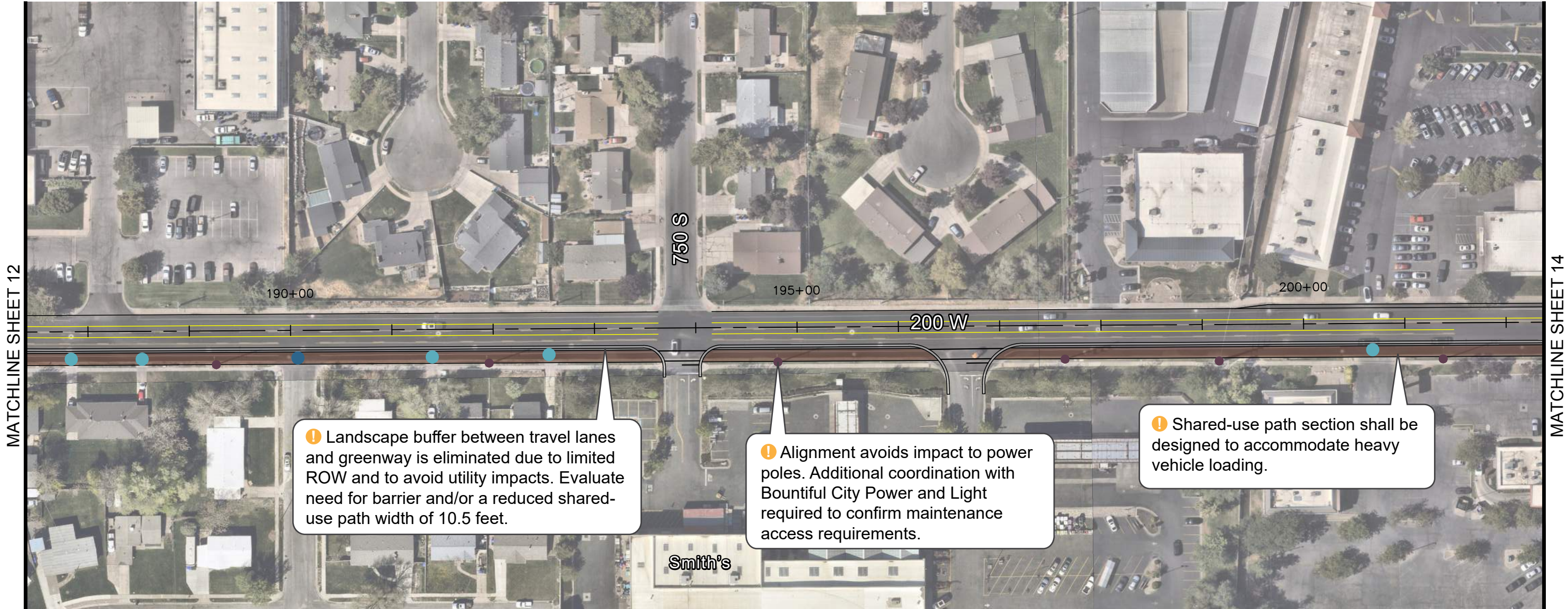
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



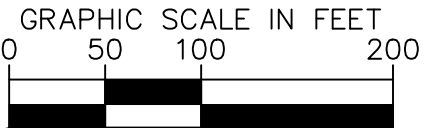
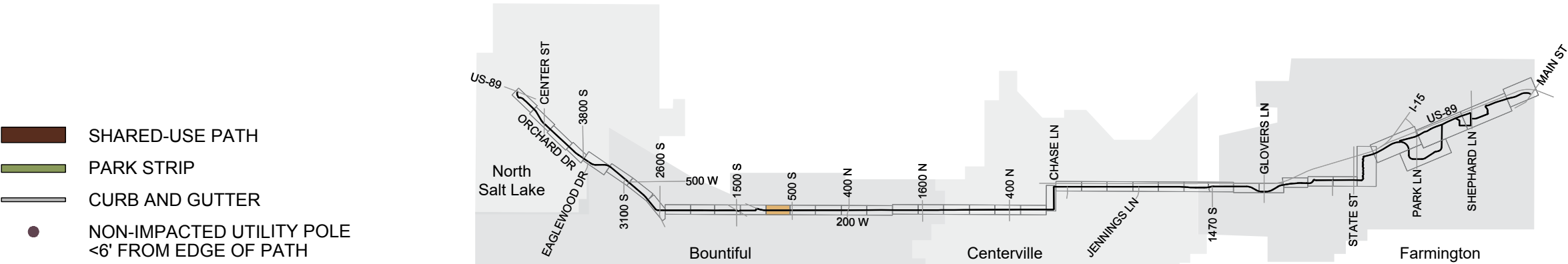


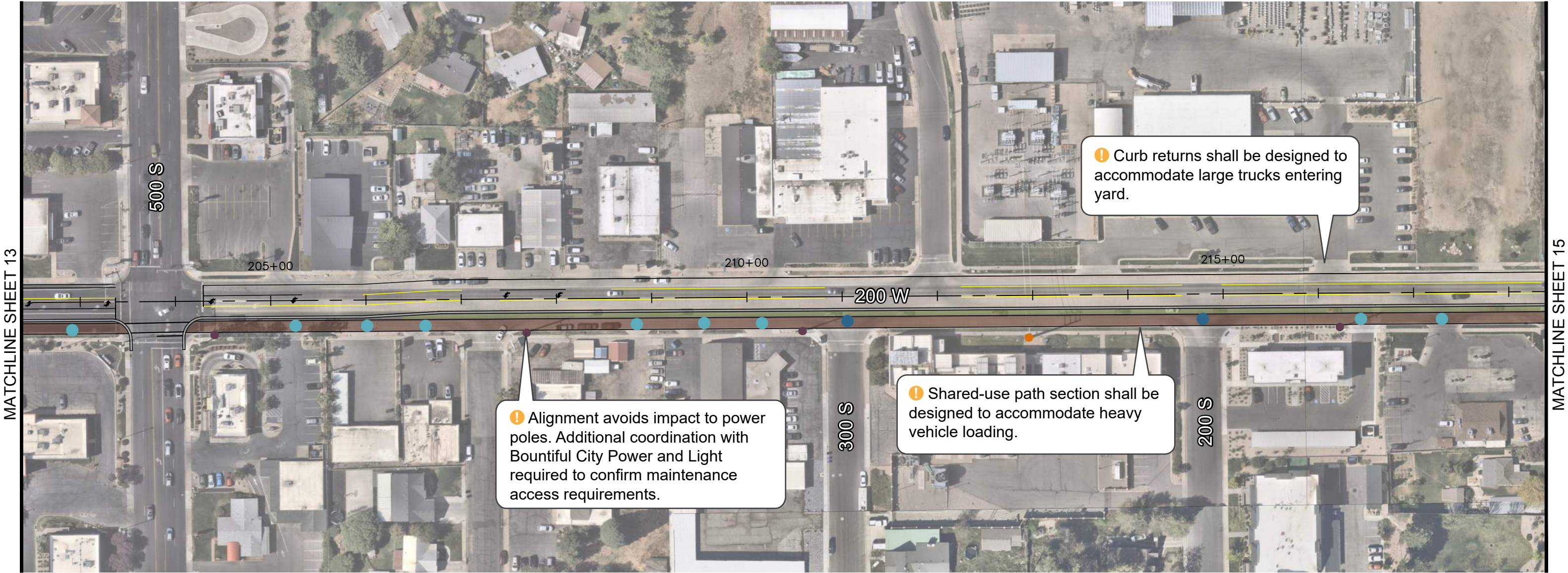
● Driveway tie-in to be designed in future design phase



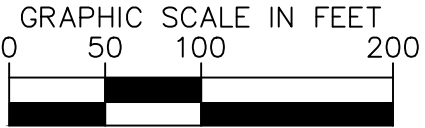
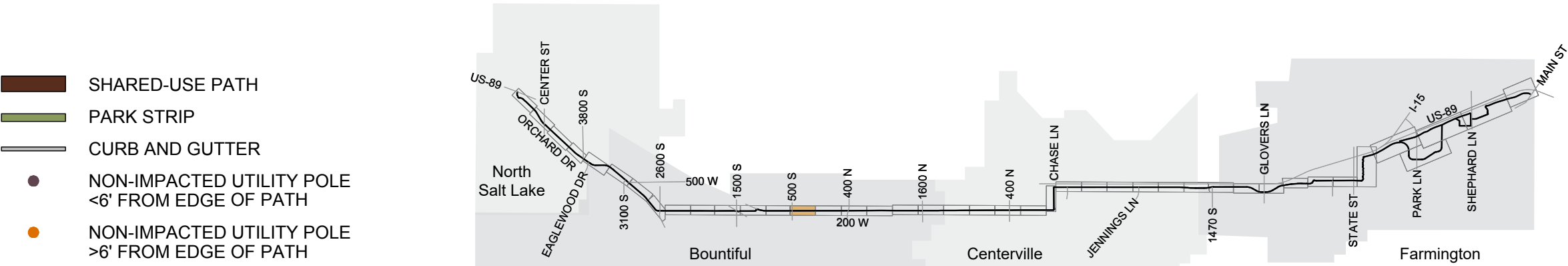


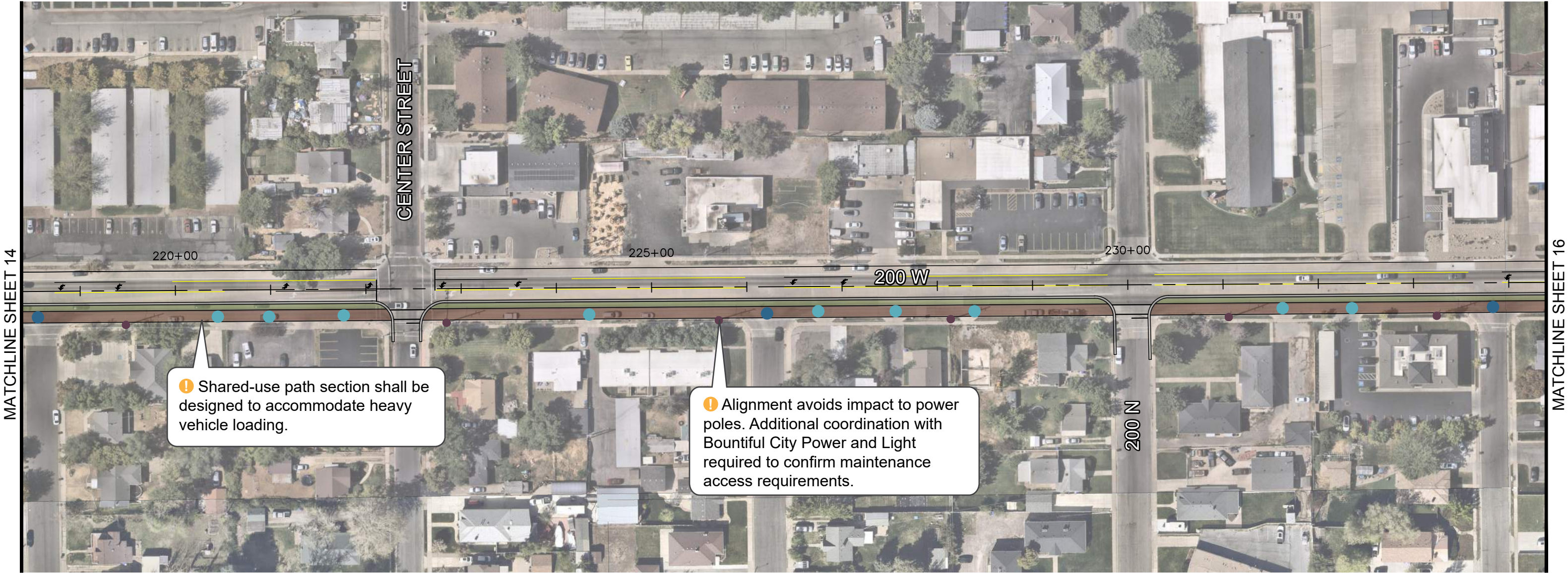
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



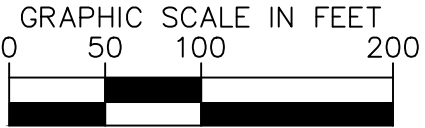
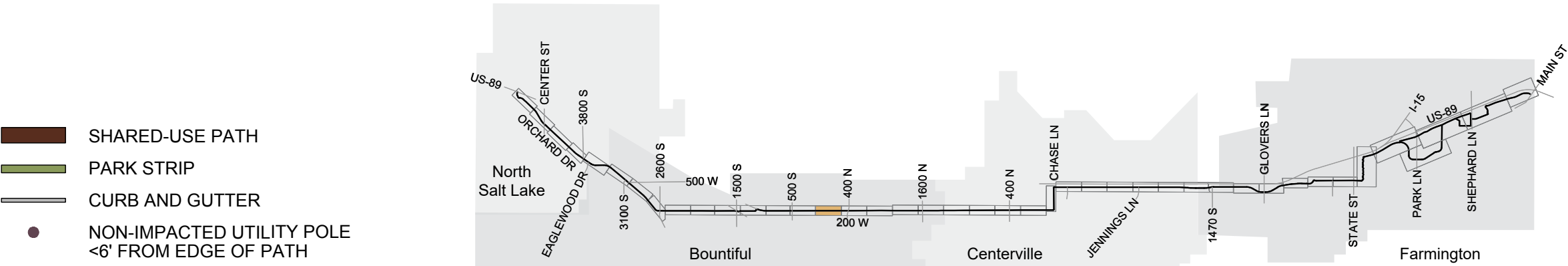


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



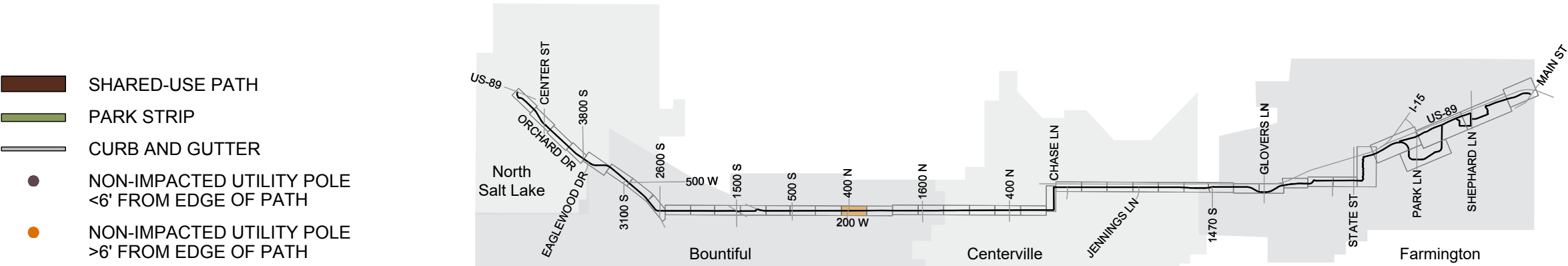


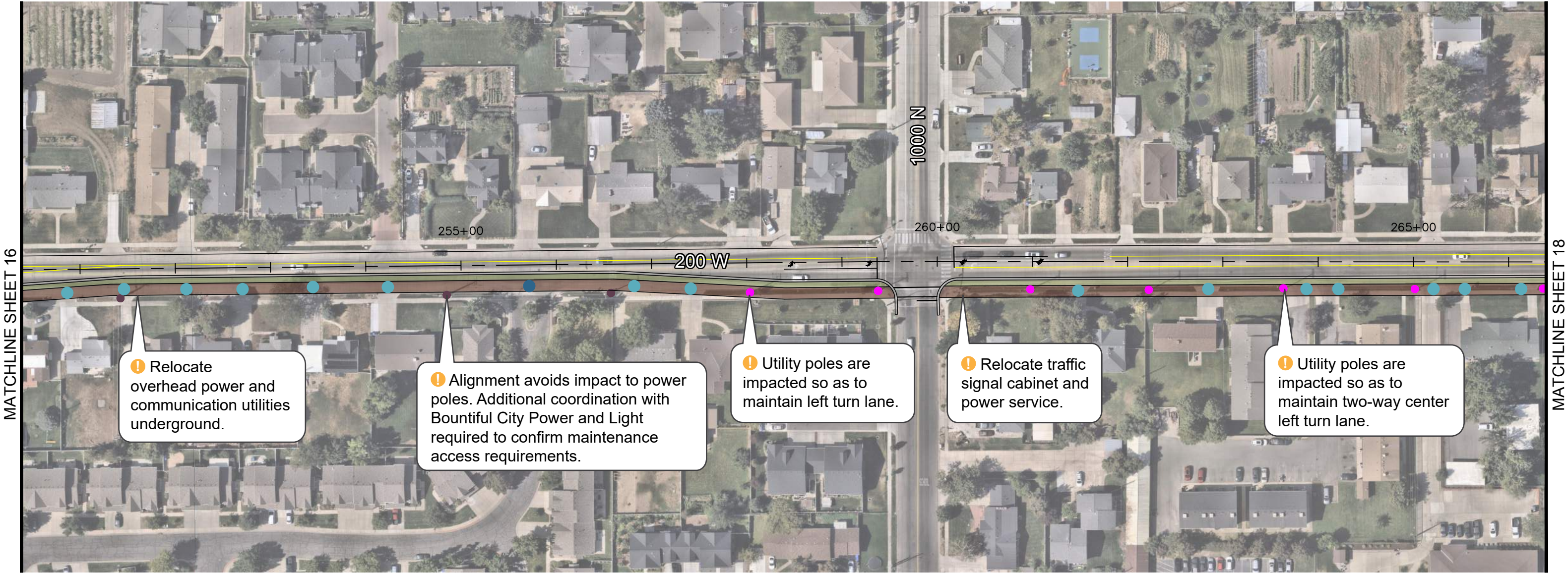
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



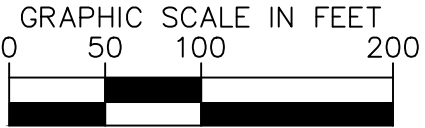
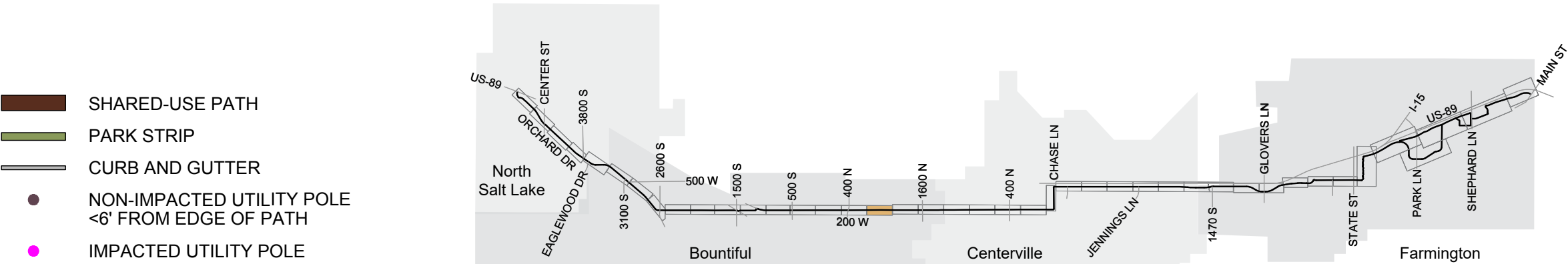


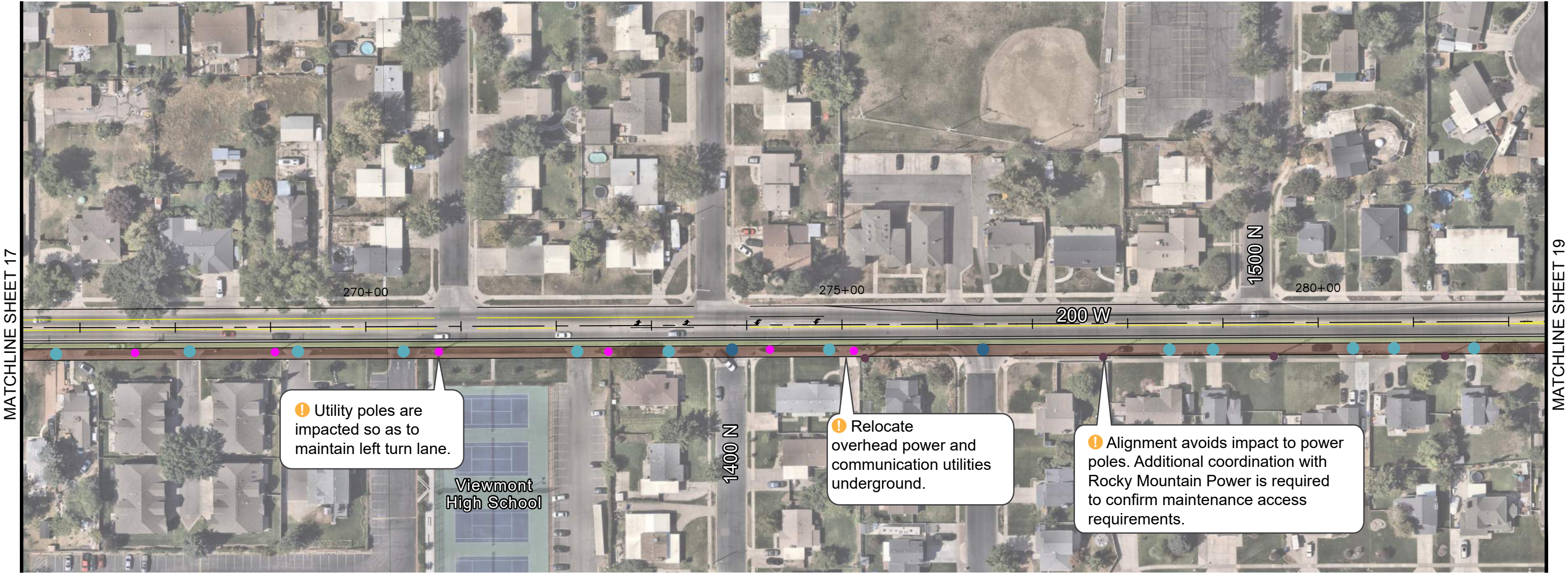
● Driveway tie-in to be designed in future design phase



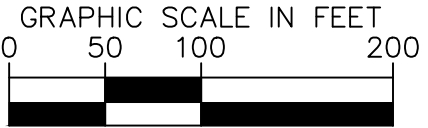
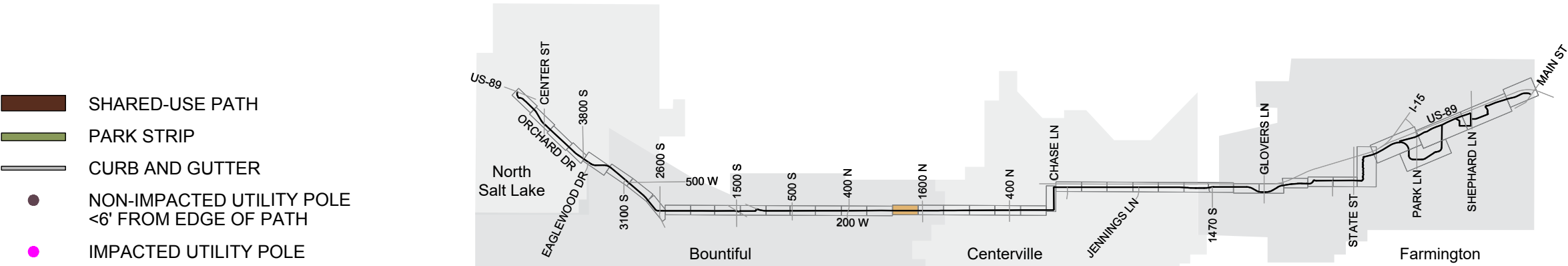


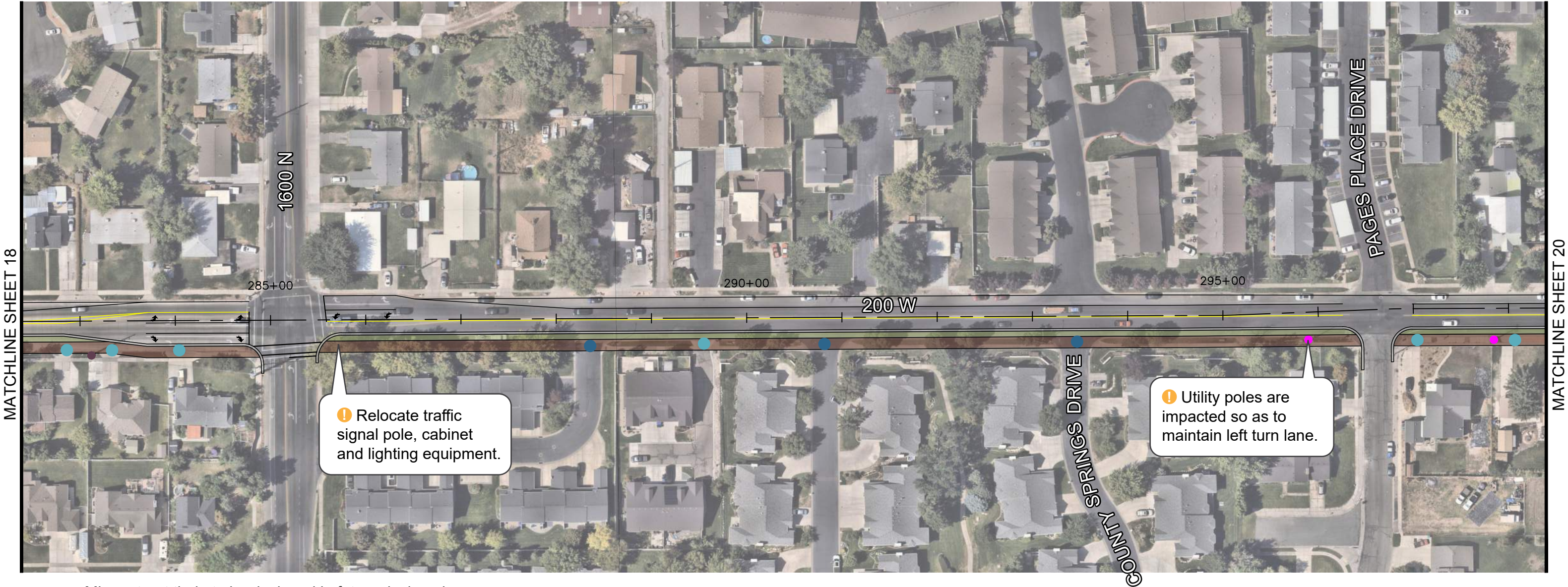
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



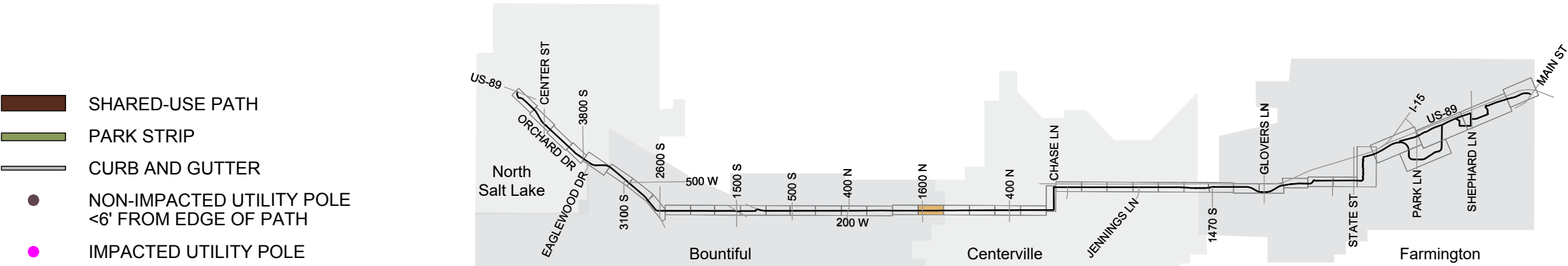


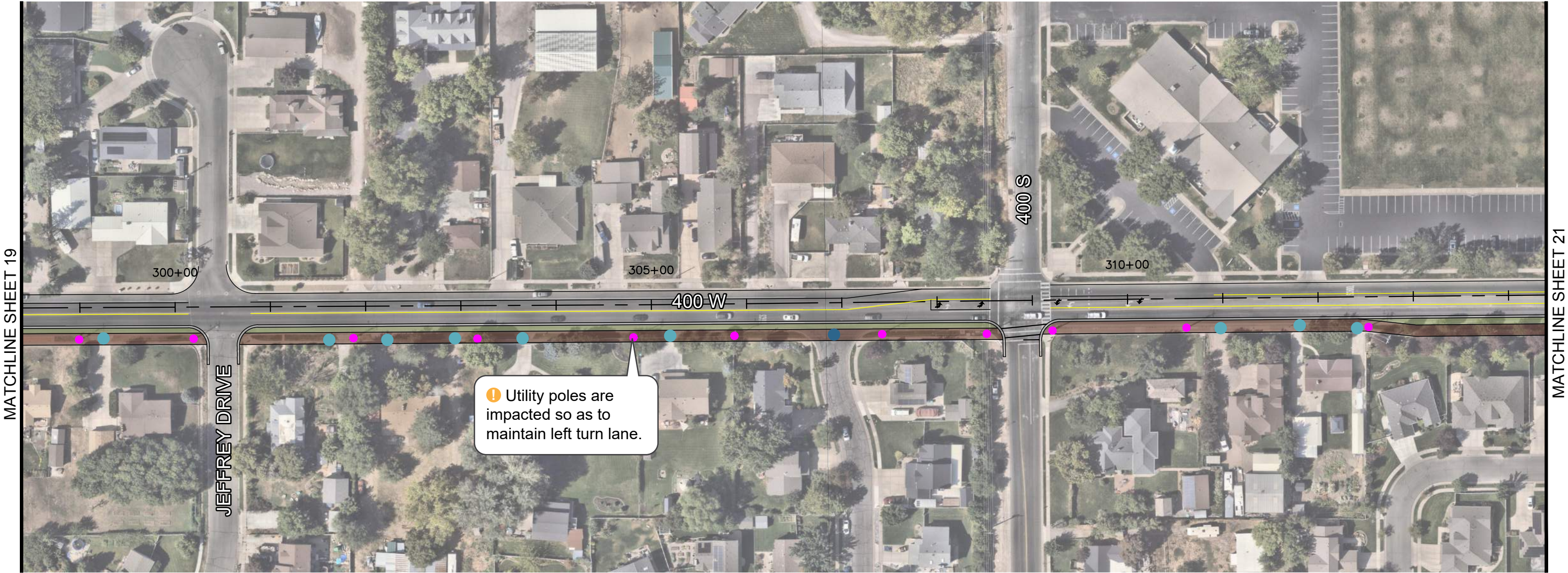
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



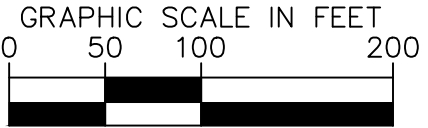
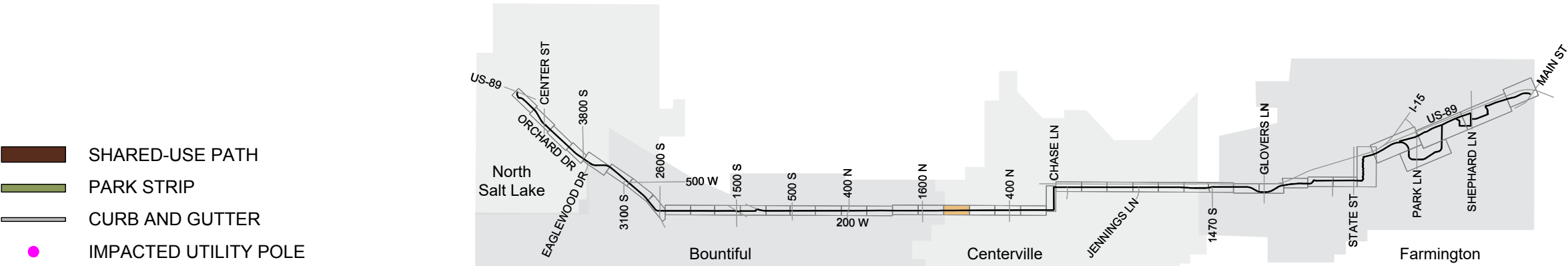


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

GRAPHIC SCALE IN FEET
0 50 100 200

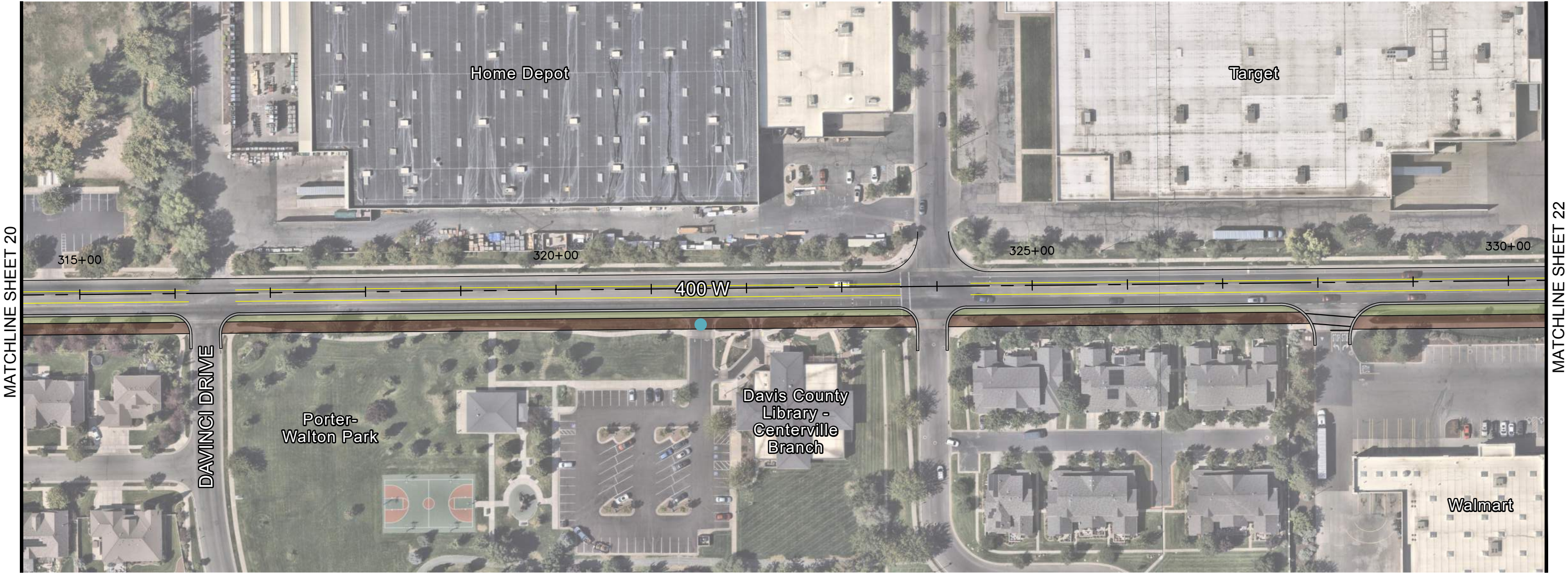
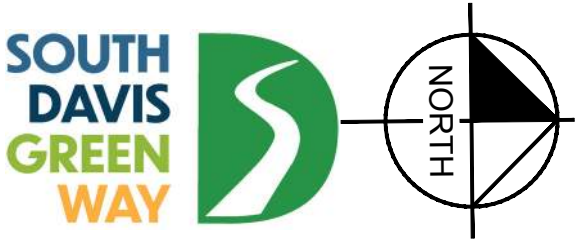


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

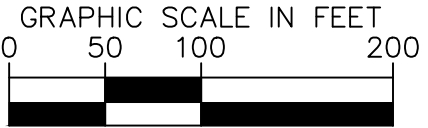
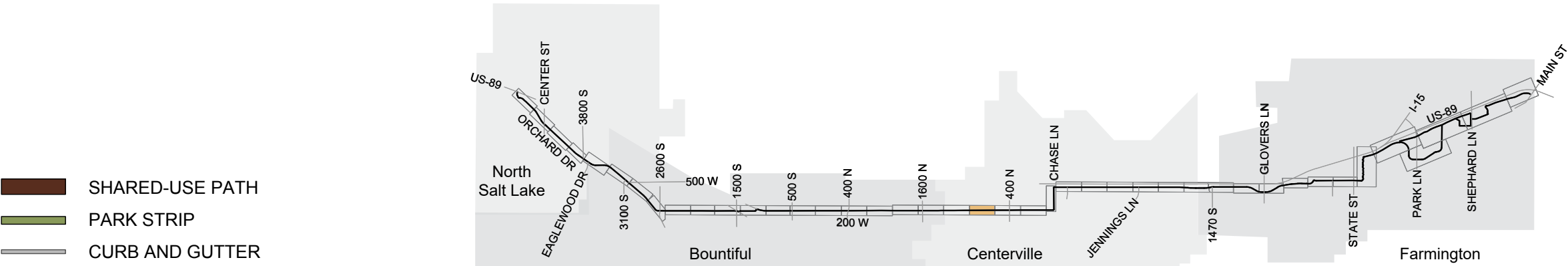


WALK BIKE ROLL CONNECT

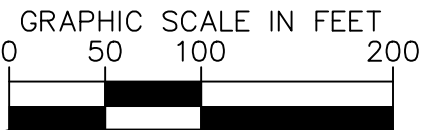
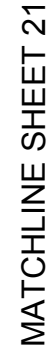
Recommended Alignment - Sheet 21



● Driveway tie-in to be designed in future design phase

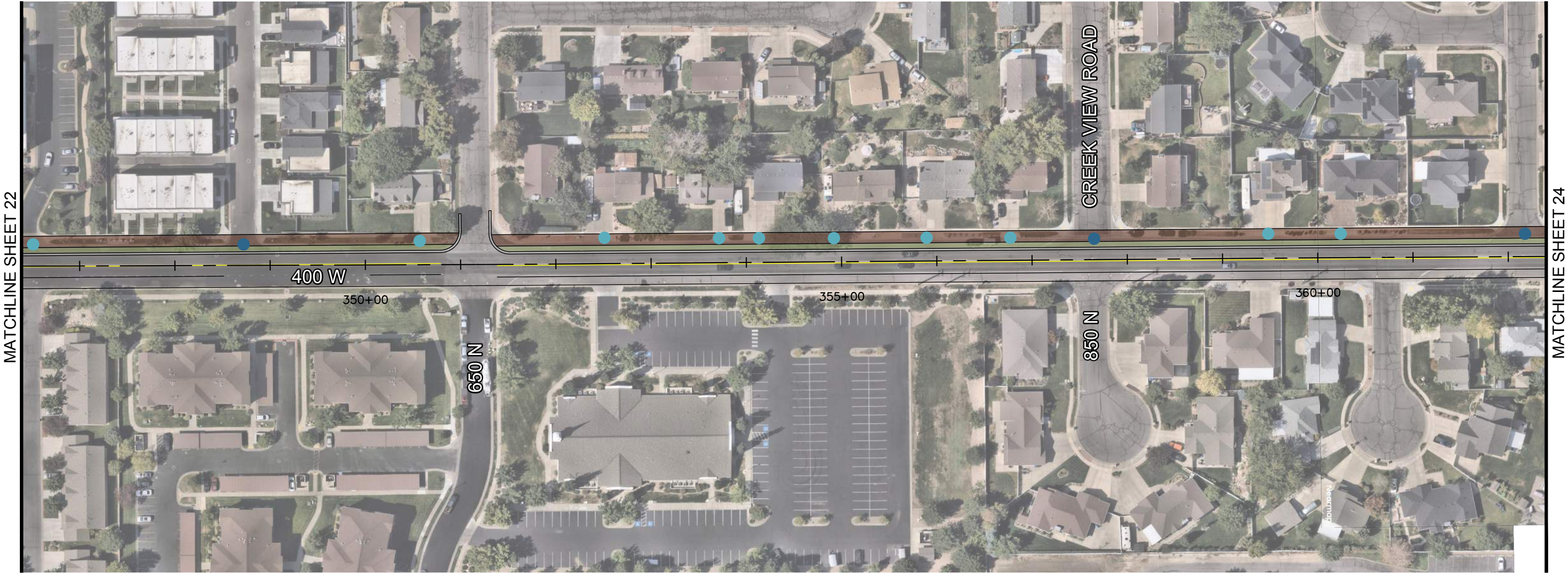
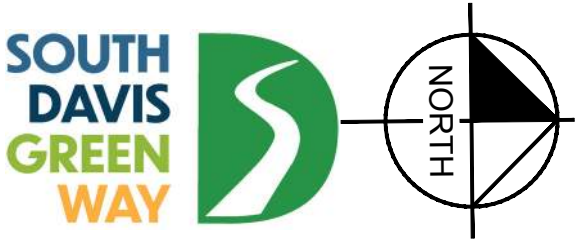


Recommended Alignment - Sheet 22

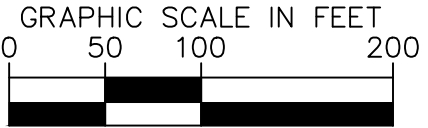
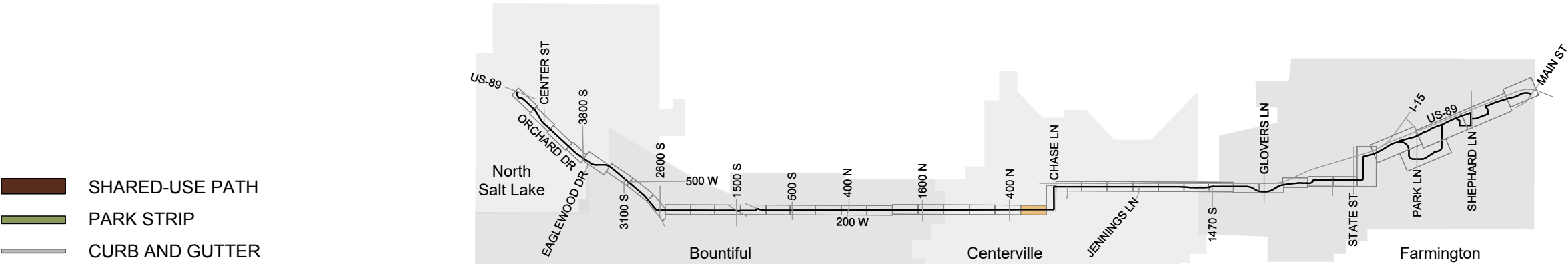


WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 23

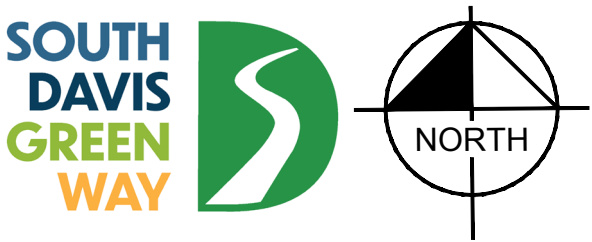


- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase



WALK BIKE ROLL CONNECT

Recommended Alignment - Sheet 24

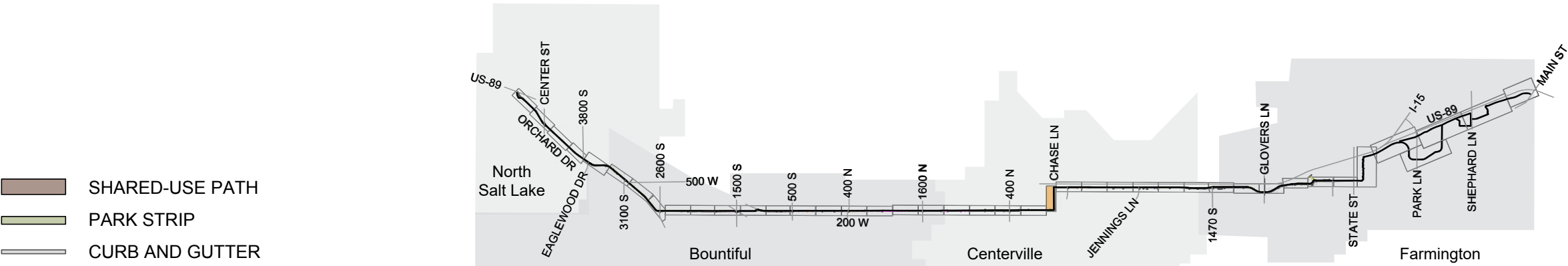


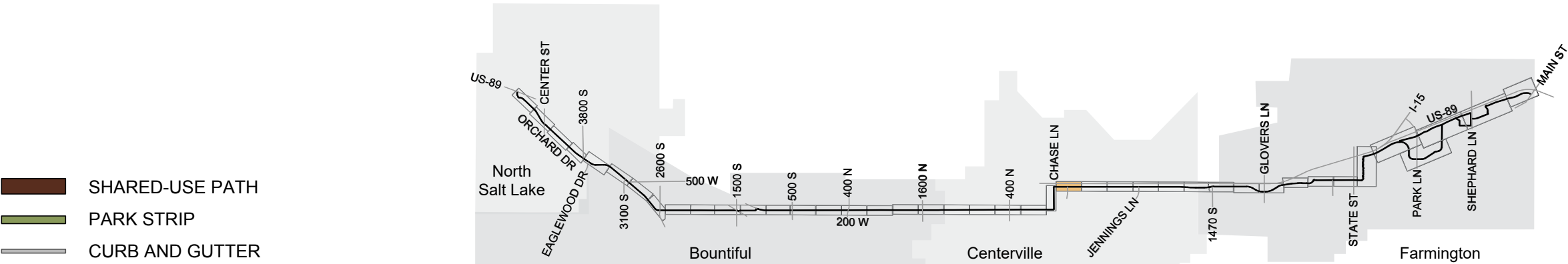
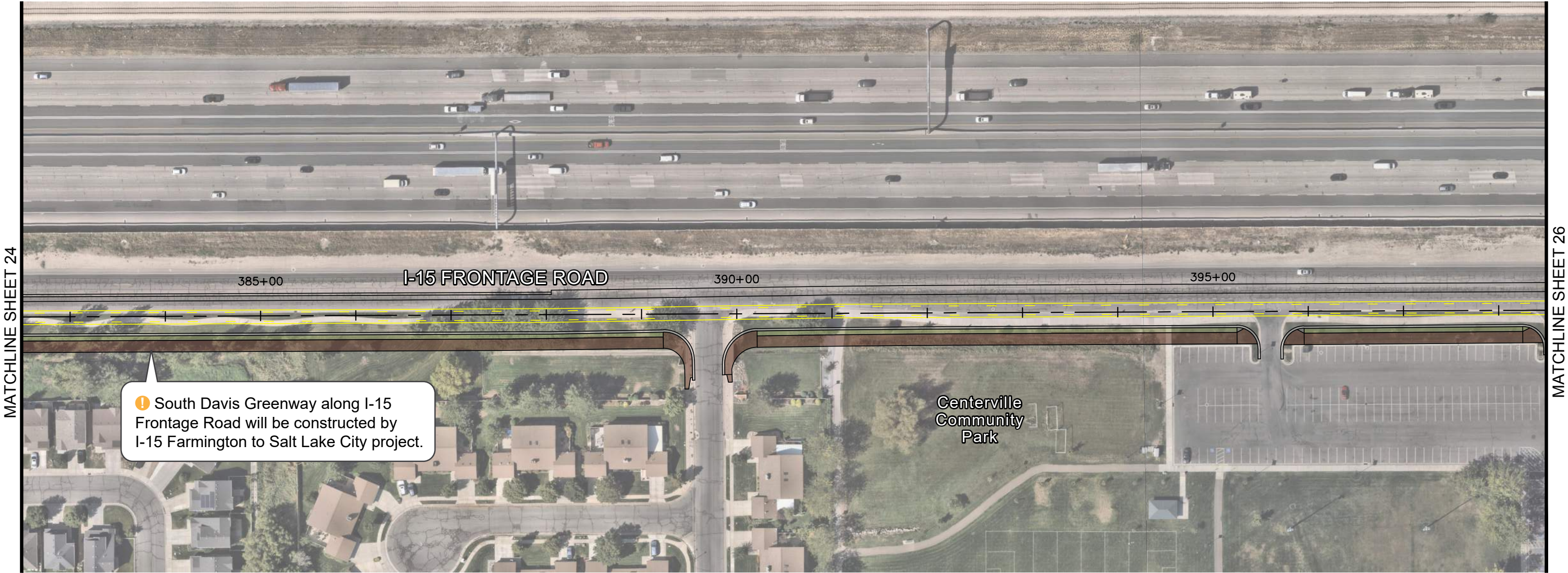
MATCHLINE SHEET 25



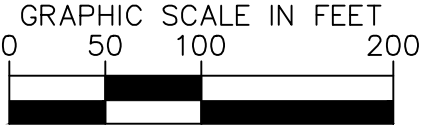
MATCHLINE SHEET 23

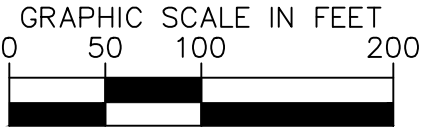
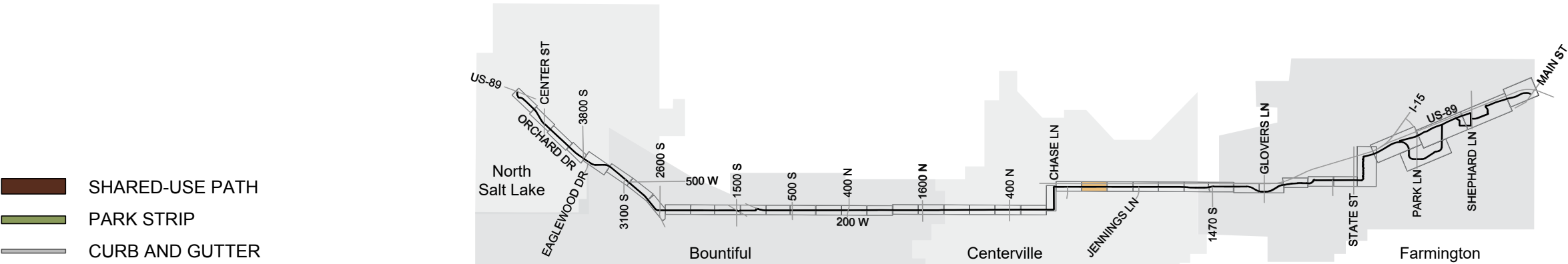
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase

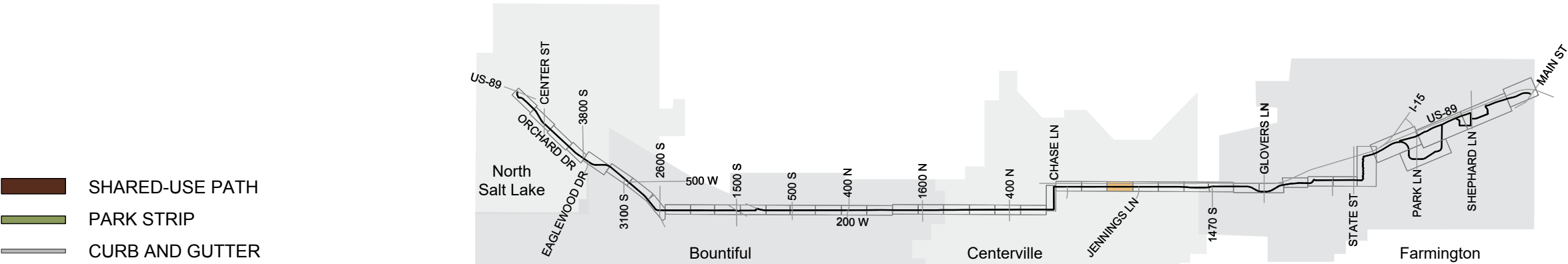
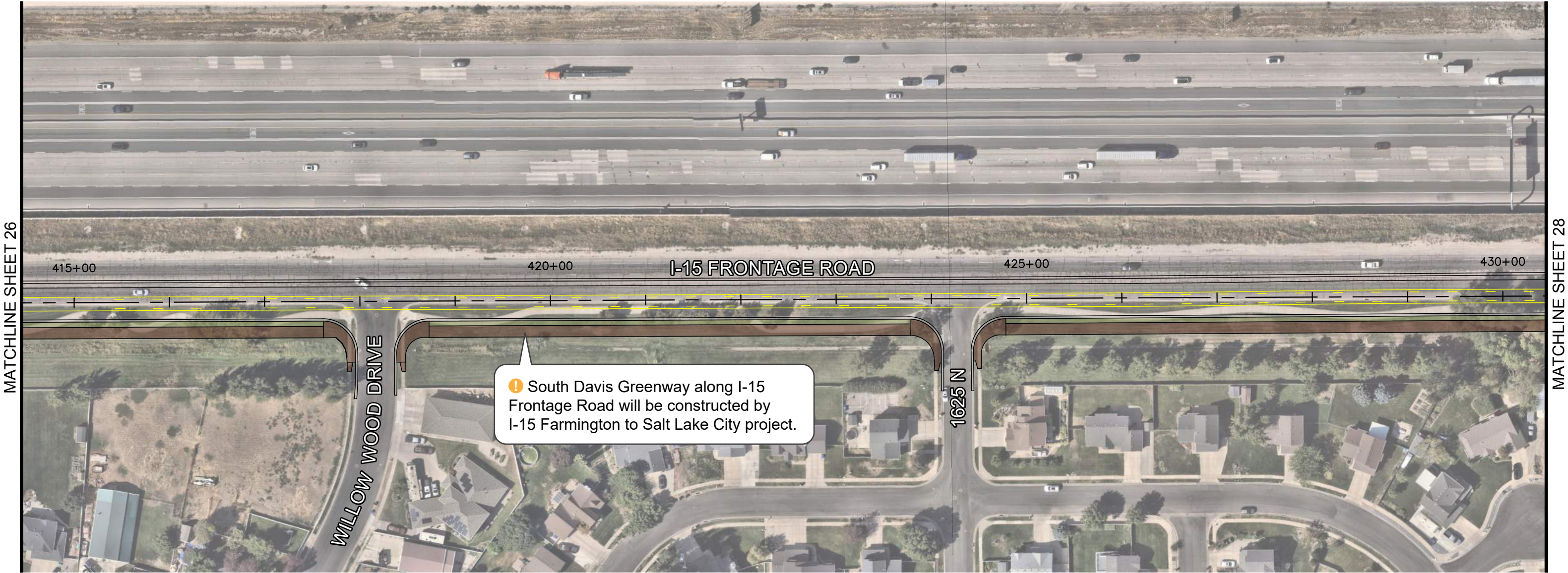




- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER

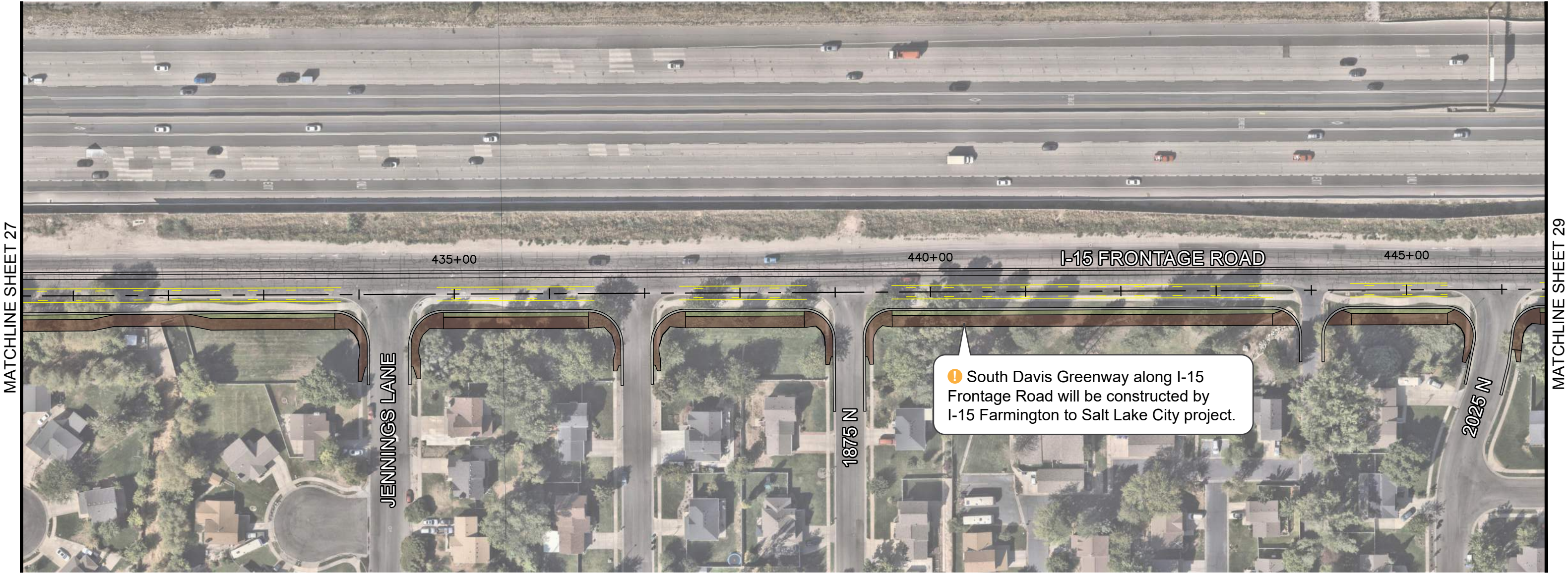






- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER





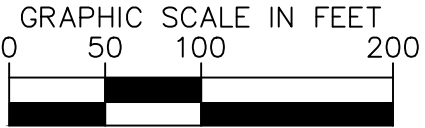
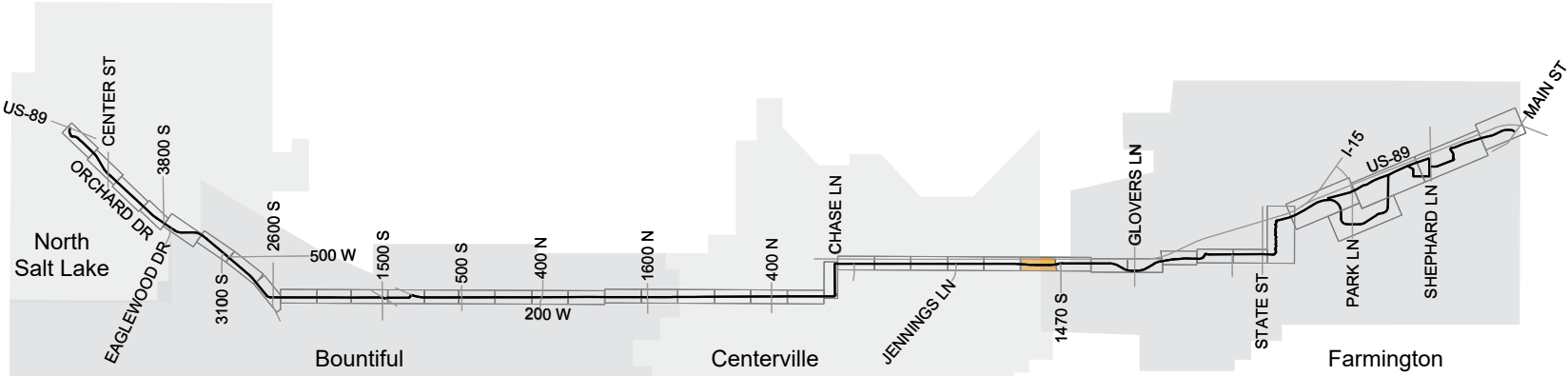


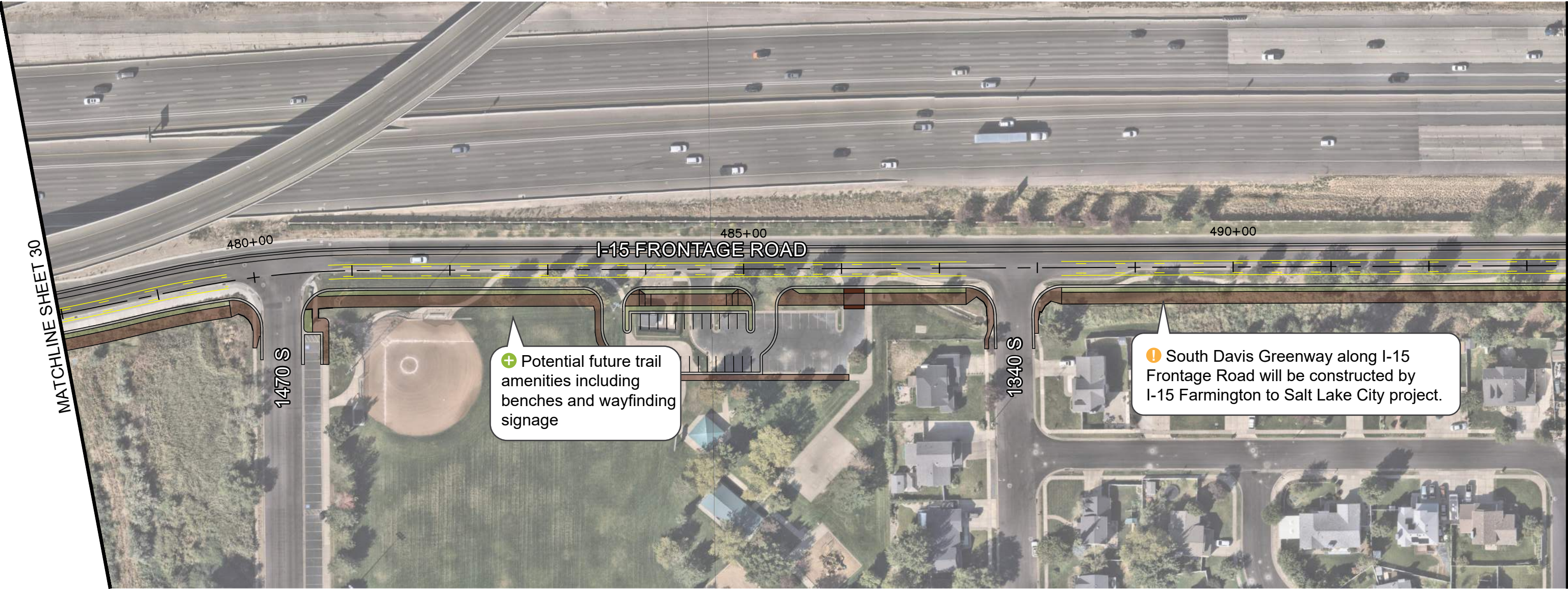
● Driveway tie-in to be designed in future design phase



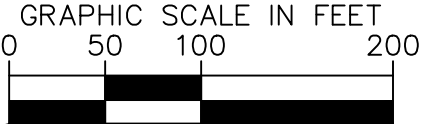
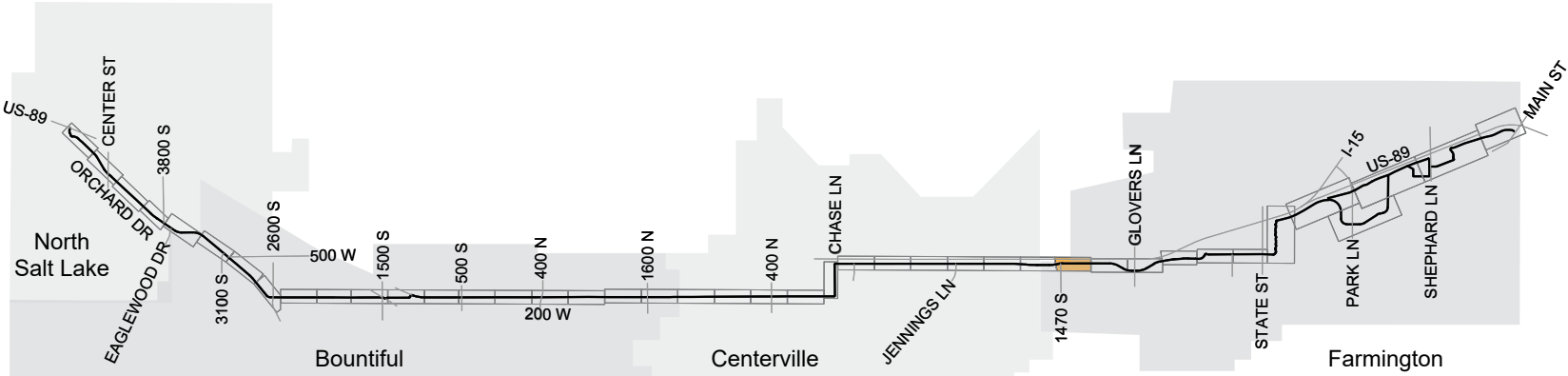


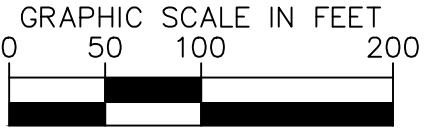
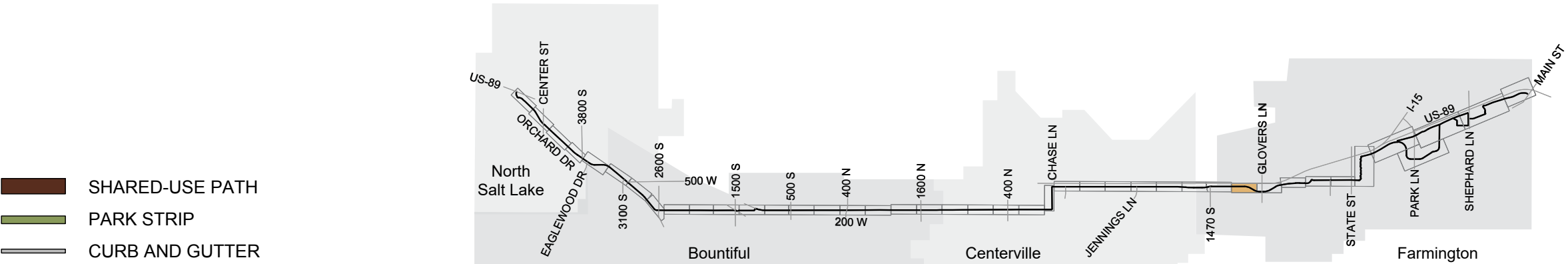
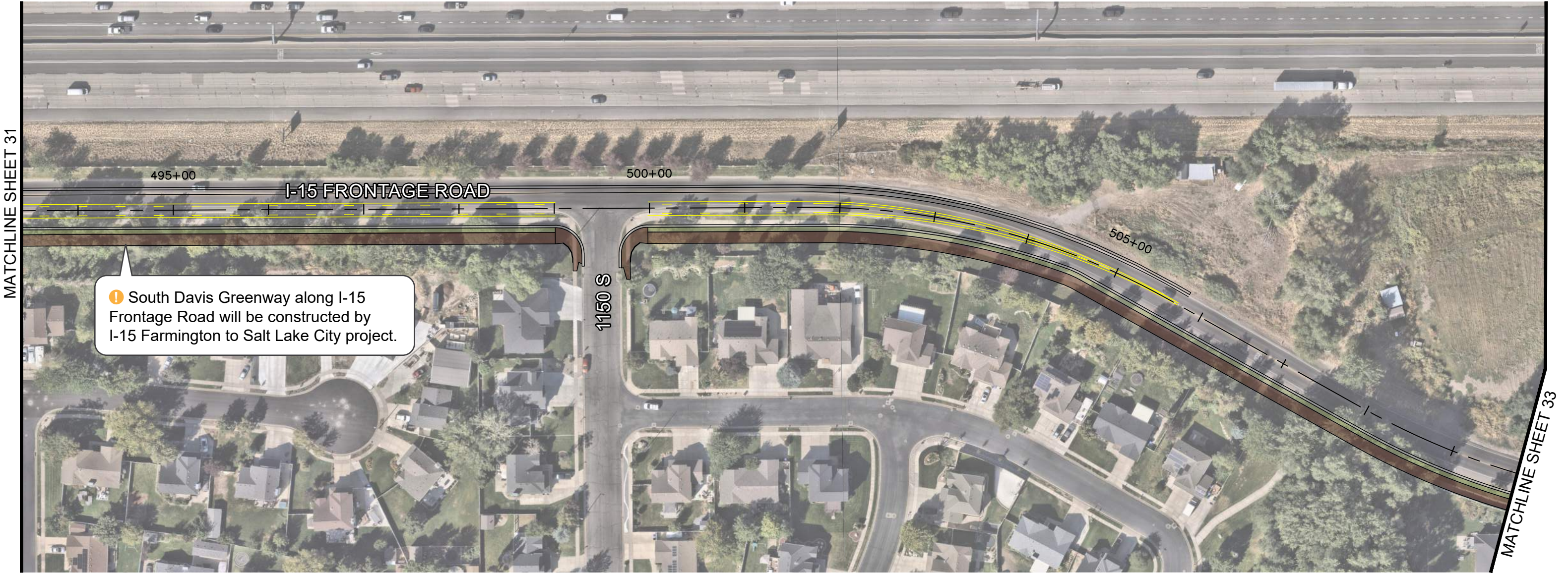
- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER





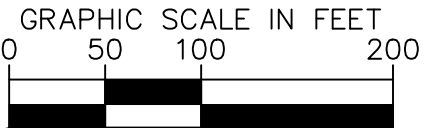
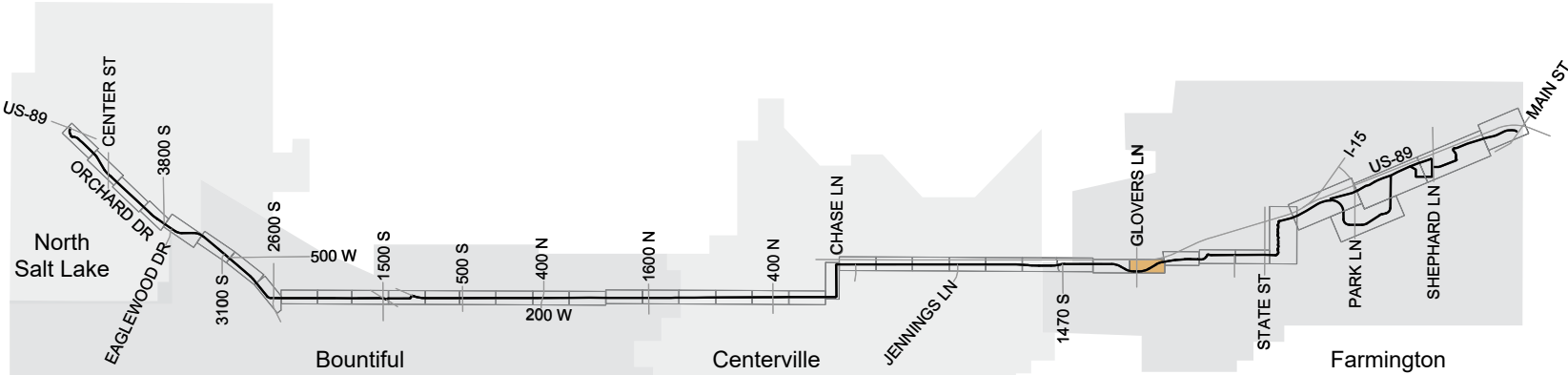
- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER





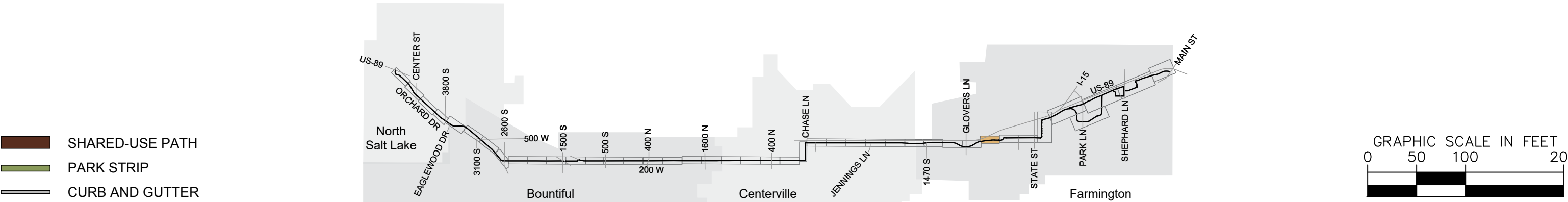


- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER



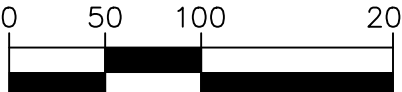


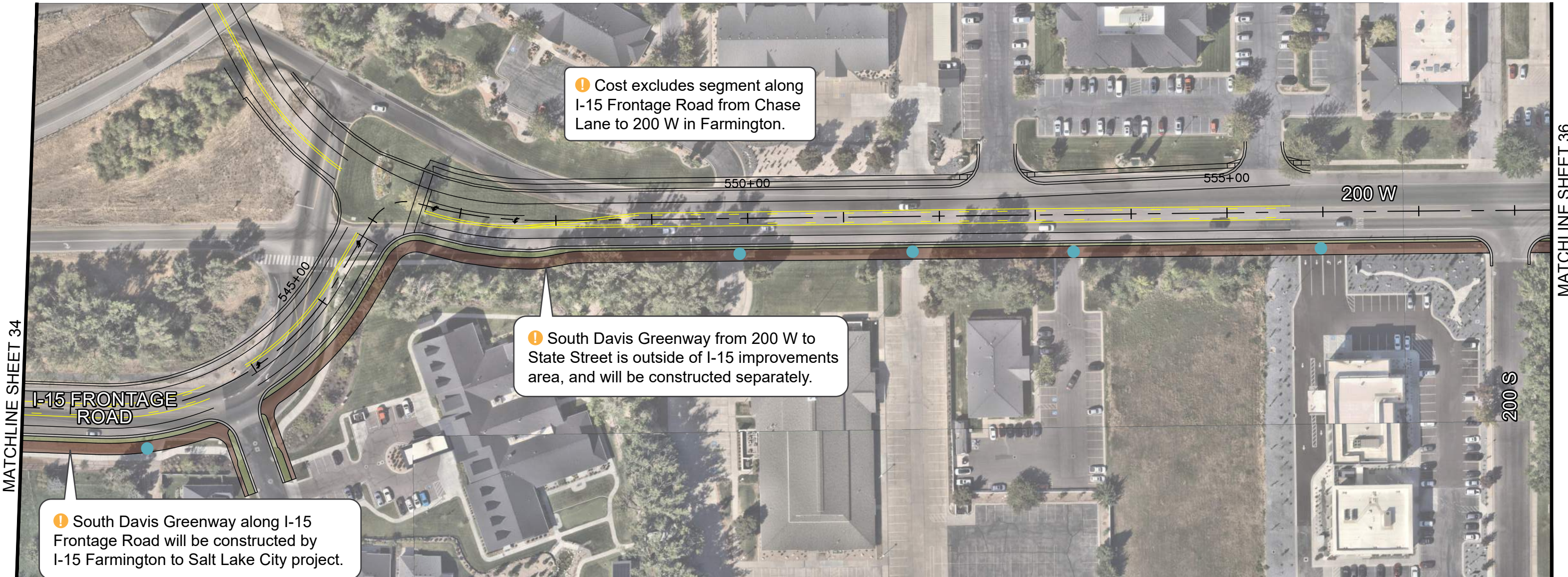
● Driveway tie-in to be designed in future design phase



GRAPHIC SCALE IN FEET

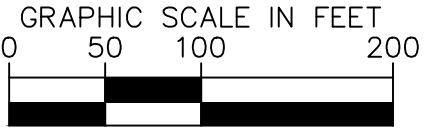
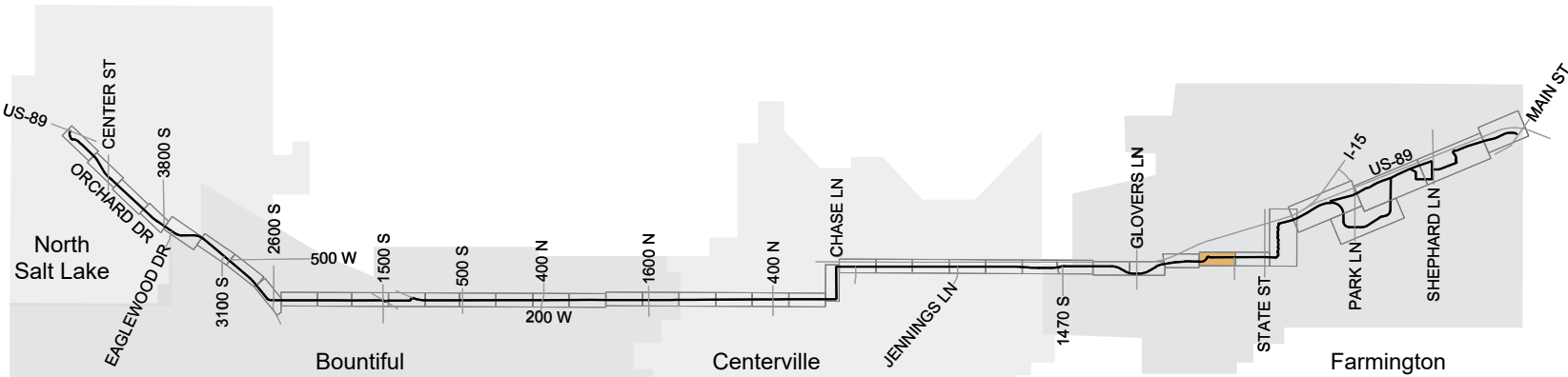
0 50 100 200





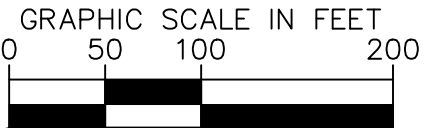
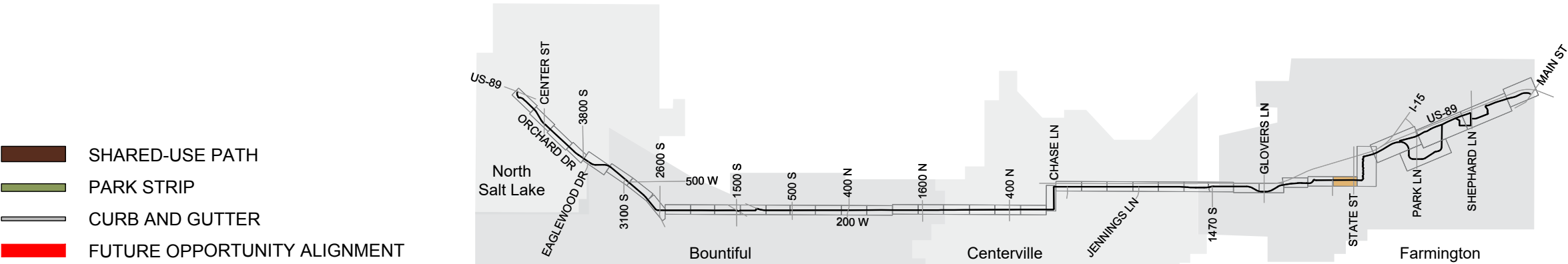
● Driveway tie-in to be designed in future design phase

- SHARED-USE PATH
- PARK STRIP
- CURB AND GUTTER



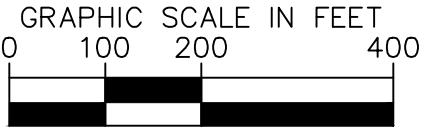
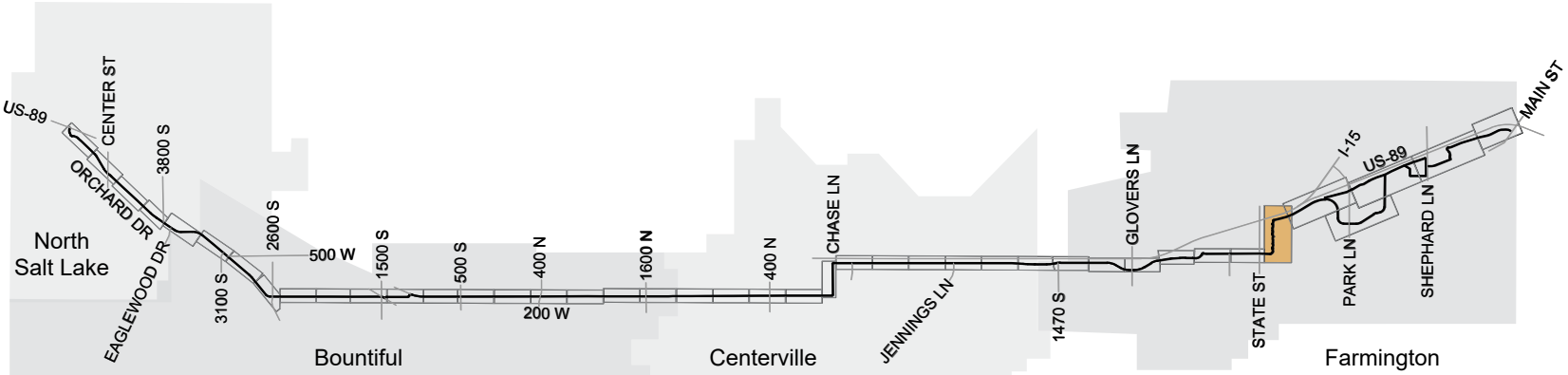


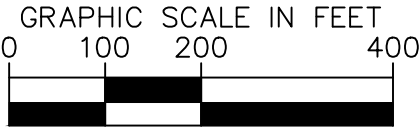
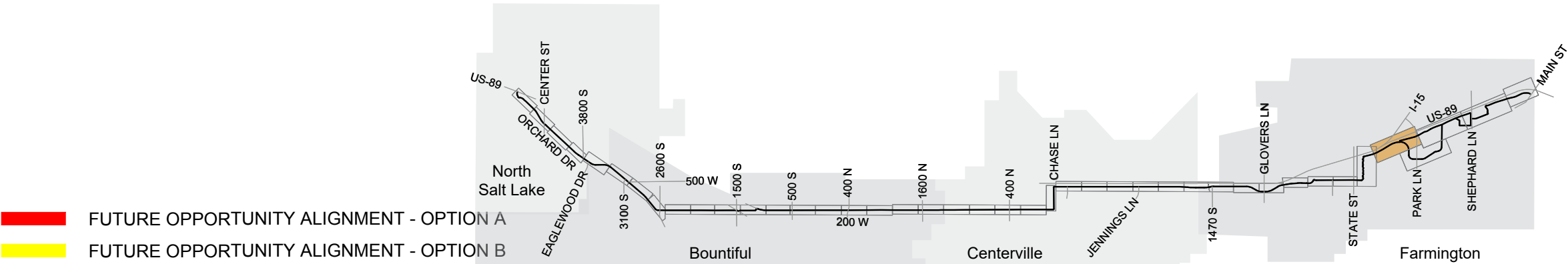
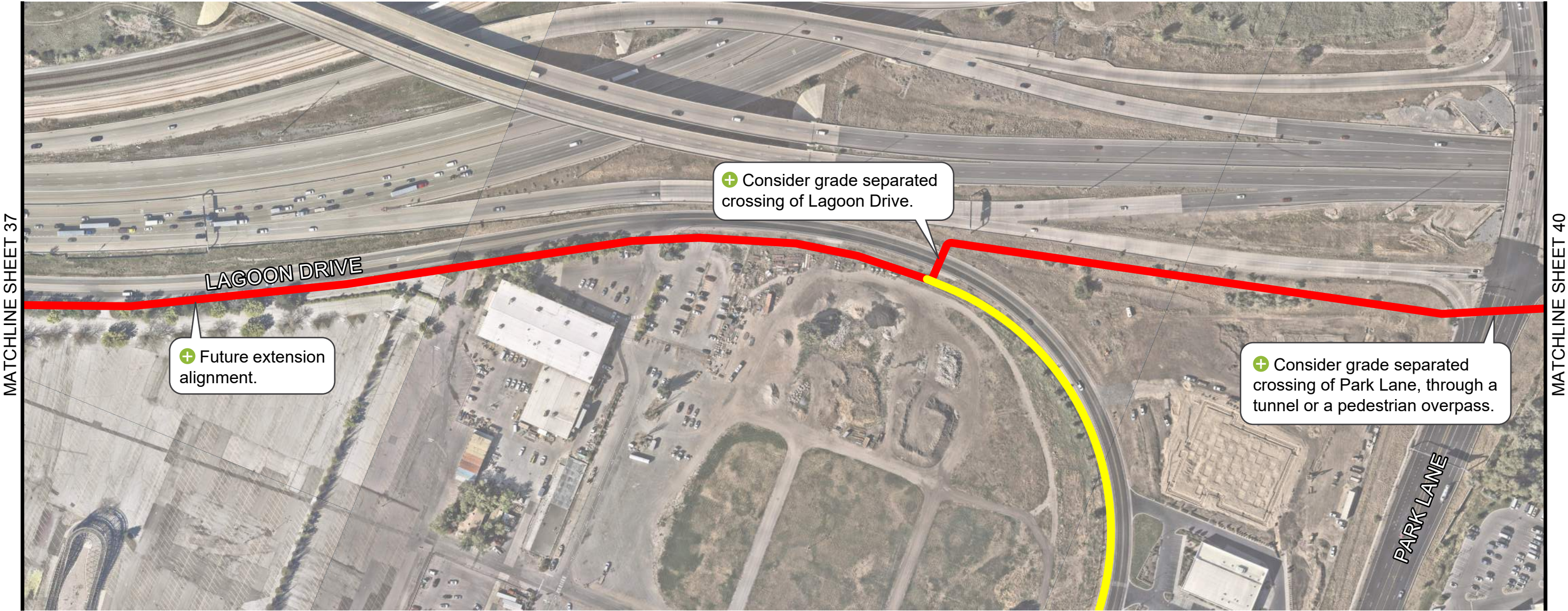
- Minor street tie-in to be designed in future design phase
- Driveway tie-in to be designed in future design phase





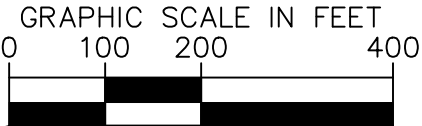
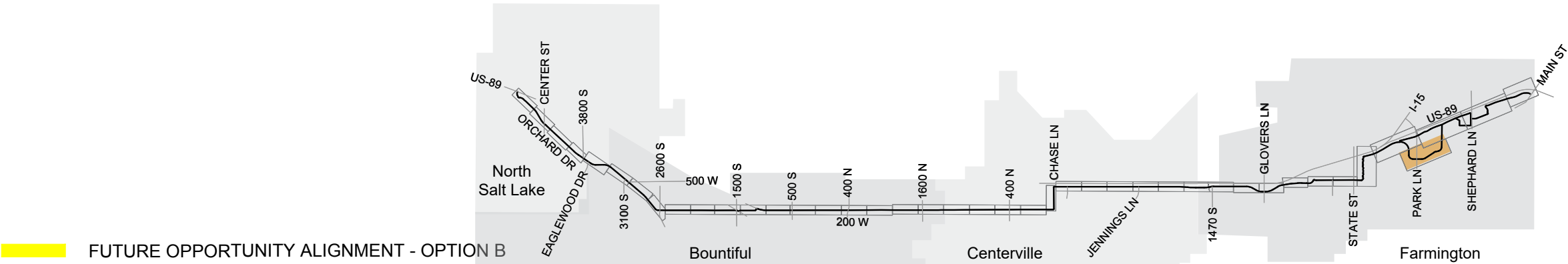
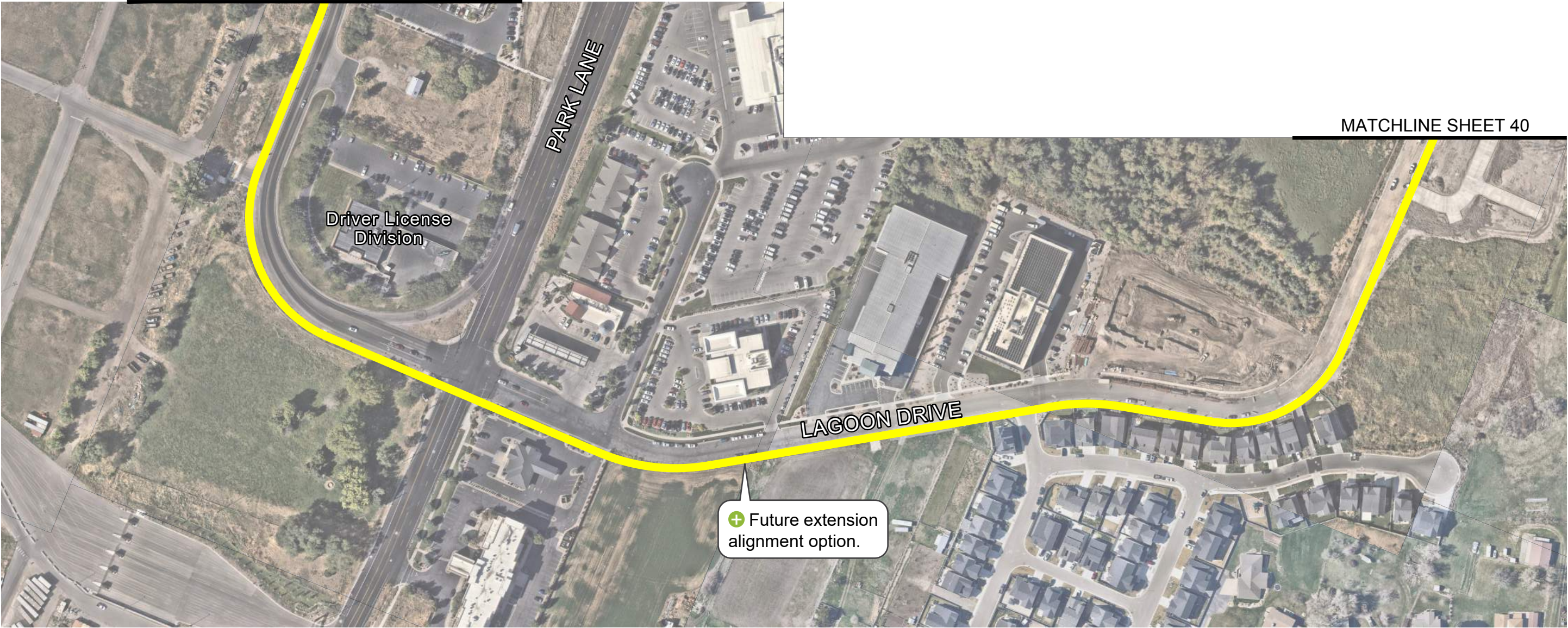
 FUTURE OPPORTUNITY ALIGNMENT

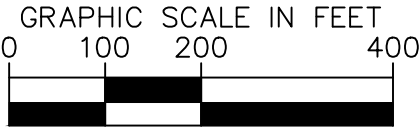
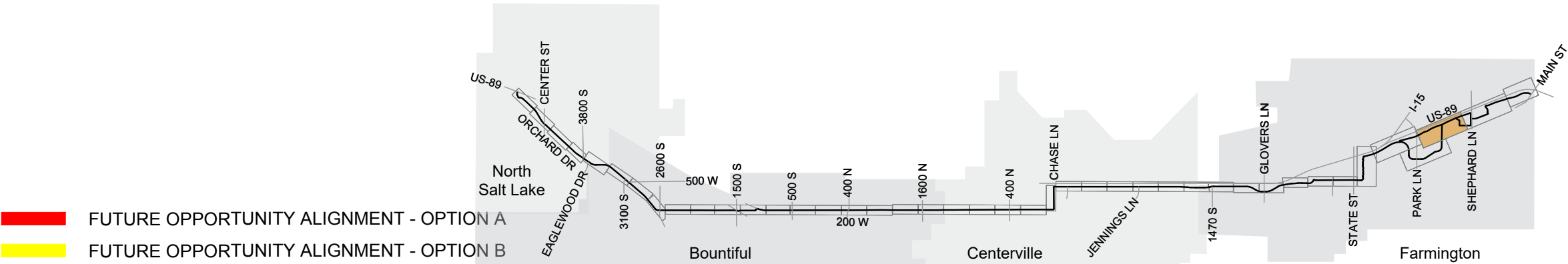
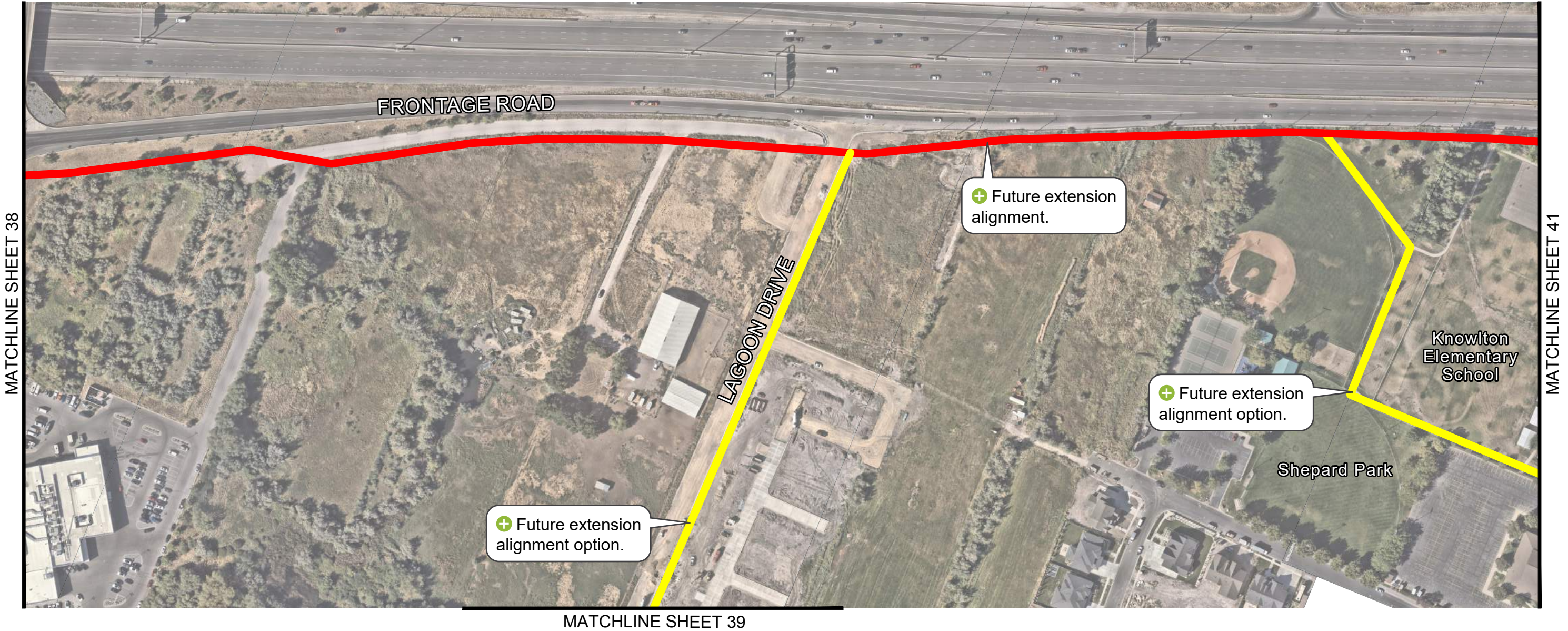


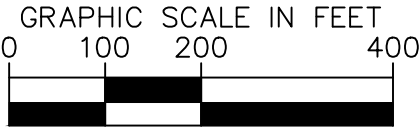
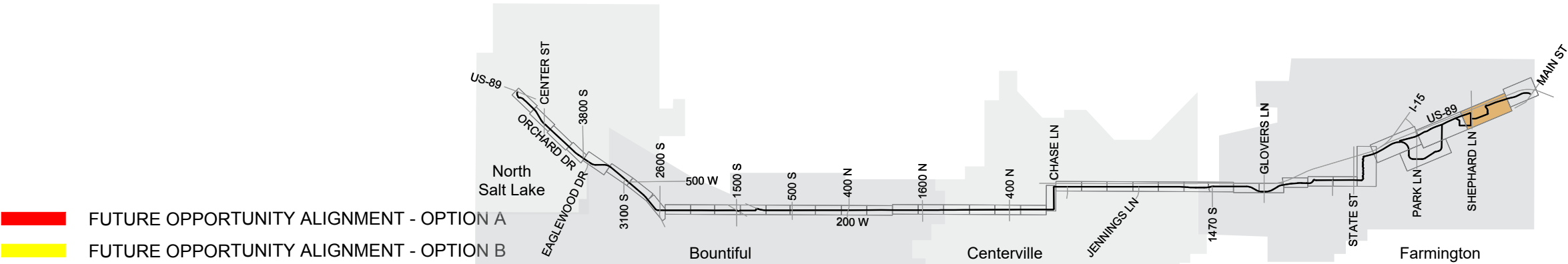
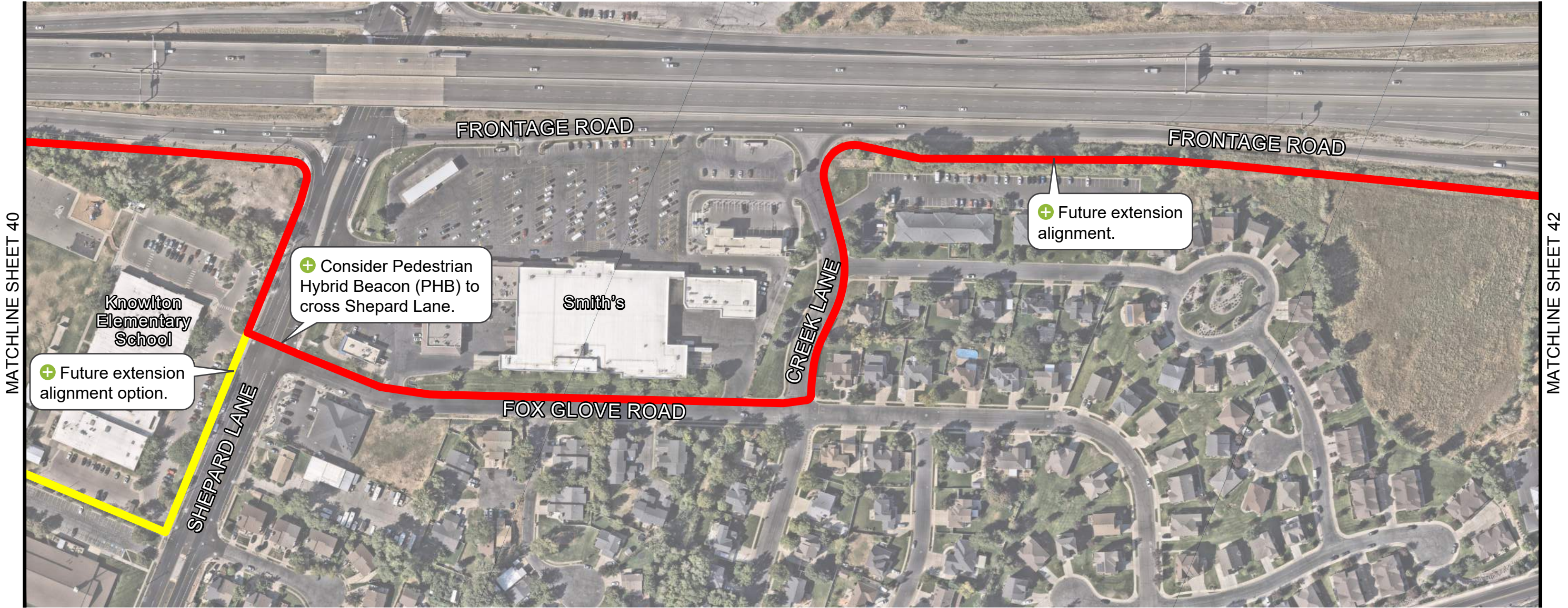


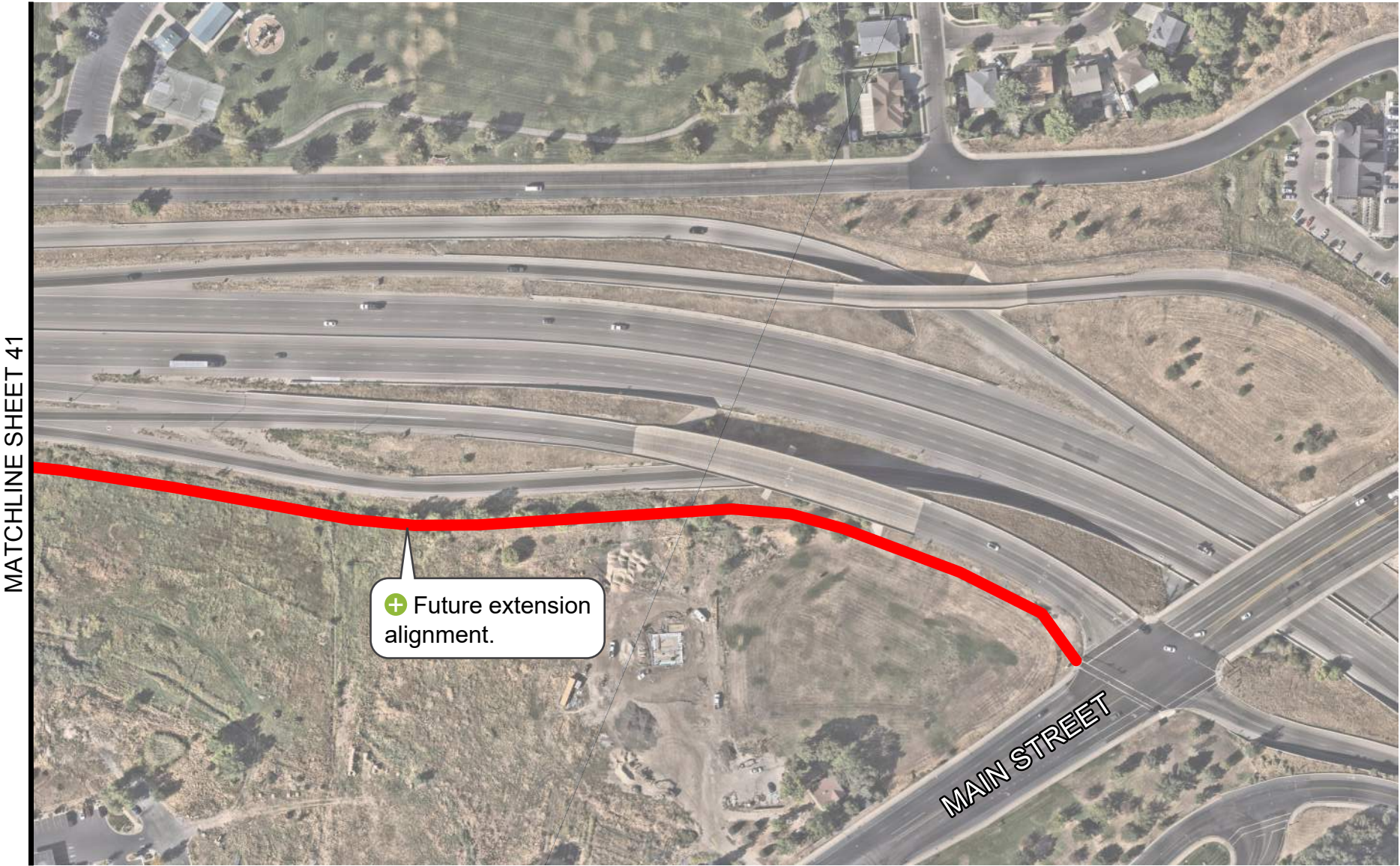
MATCHLINE SHEET 38

MATCHLINE SHEET 40

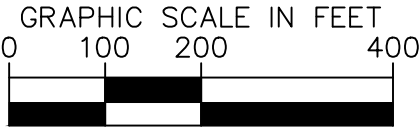
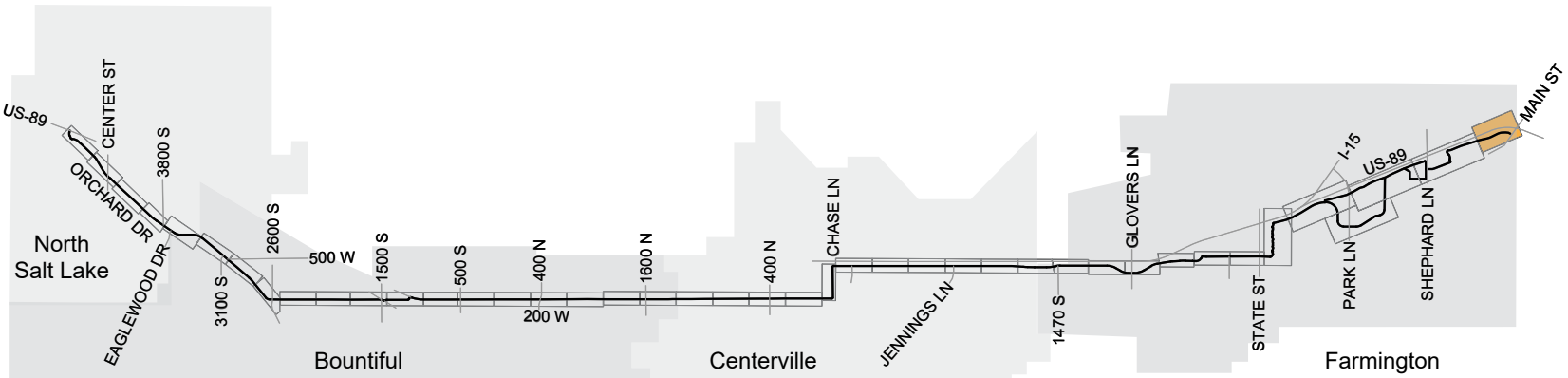








 FUTURE OPPORTUNITY ALIGNMENT



SOUTH DAVIS GREEN WAY



WALK BIKE ROLL CONNECT

APPENDIX B

**PLANNING LEVEL
ESTIMATE OF PROBABLE
CONSTRUCTION COST**



SEGMENT A - CONCEPT LEVEL COST ESTIMATE

PROJECT NAME: South Davis Greenway - Segment A
Segment Limits: US-89/Main Street to 2600 South
Cost Estimate - Concept Level

Prepared By: Brent Crowther Date 5/30/2026
Proposed Project Scope: Construct new paved shared use path.

Station (BEGIN) =	00+00	(END) =	120+00
Project Length =	2.273	miles	12,000 ft
Current Year =	2026		
Assumed Construction Year =	2031		
Construction Items Inflation Factor =	1.16	5 yrs for inflation	
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	4.0%		
Assumed Yearly Inflation for Right of Way (%/yr) =	4.0%		
Items not Estimated (% of Construction) =	25.0%		

Construction Items	Cost
Public Information Services	\$25,000
Roadway and Drainage	\$5,592,919
Traffic and Safety	\$548,000
Structures	\$78,000
Environmental Mitigation	\$931,250
ITS	\$0
	Subtotal
	Items not Estimated (25%)
	Construction Subtotal
P.E. Cost	P.E. Subtotal
C.E. Cost	C.E. Subtotal
Right of Way	Right of Way Subtotal
Utilities	Utilities Subtotal
Incentives	Incentives Subtotal
Miscellaneous	Miscellaneous Subtotal

Cost Estimate (ePM screen 505)	2026	2031
P.E.	\$1,188,000	\$1,445,000
Right of Way	\$927,000	\$1,128,000
Utilities	\$0	\$0
Construction	\$8,969,000	\$10,404,000
C.E.	\$1,076,000	\$1,309,000
Incentives	\$70,000	\$81,000
Aesthetics	0.75% \$67,000	\$78,000
Change Order Contingency	9.00% \$813,000	\$943,000
UDOT Oversight	\$0	\$0
Miscellaneous	\$0	\$0
	TOTAL \$13,110,000	TOTAL \$15,388,000

PROPOSED COMMISSION REQUEST	TOTAL \$13,110,000	TOTAL \$15,388,000
-----------------------------	-----------------------	-----------------------

Project Assumptions/Risks

1 Trail section - 8" UTBC, 4" HMA	8
2 Roadway Section - 12" GB, 8" UTBC, 7" HMA	9
3 Assumes 1.5" mill and fill.	10
4 Drainage 9% of construction to account for new inlets, laterals to trunkline, bringing manholes to grade	11
5 Potential underground utility relocations (fiber, sanitary sewer, culinary water) included in items not estimated	12
6	13

Roadway and Drainage

PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Roadway						
015017010	Mobilization	1	Lump	\$750,000.00	\$750,000.00	Usually 7-10% of construction
015547005	Traffic Control	1	Lump	\$650,000.00	\$650,000.00	Usually 3-5% of construction
017217010	Survey	1	Lump	\$90,000.00	\$90,000.00	Usually 1% of construction
020567015	Granular Borrow (Plan Quantity)	1,821	cu yd	\$65.00	\$118,365.00	
029617025	Rotomilling - 1 1/2 inch	36,377	sq yd	\$3.00	\$109,130.00	
022217110	Remove Concrete Sidewalk	3,880	sq yd	\$15.00	\$58,200.00	
022217125	Remove Concrete Curb and Gutter	12,200	ft	\$12.00	\$146,400.00	
022217165	Remove Asphalt Pavement	25,157	sq yd	\$14.00	\$352,202.67	
023167020	Roadway Excavation (Plan Quantity)	9,563	cu yd	\$45.00	\$430,335.00	
027217020	Untreated Base Course (Plan Quantity)	1,118	cu yd	\$75.00	\$83,850.00	
027767040	Concrete Flatwork, 6 inch Thick	22,800	sq ft	\$15.00	\$342,000.00	76 driveways, 20'x15'
027417050	HMA - 1/2 Inch	8,791	Ton	\$130.00	\$1,142,830.00	
027767025	Concrete Curb and Gutter Type B1	12,200	ft	\$42.00	\$512,400.00	
Roadway Subtotal					\$4,785,713	
Drainage						
#N/A	Drainage	1	Lump	\$807,206.49	\$807,206.49	
Drainage Subtotal					\$807,206	
PI						
015407010	Public Information Services	1	Lump	\$25,000.00	\$25,000	Usually 0.25% of construction

Cost estimate includes an "Items not Estimated" line item of 25% of construction cost. This line item accounts for variation in minor street and driveway tie-ins, drainage modifications and other items not evaluated in detail in this feasibility study.

Traffic, Safety & ITS
PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
	Signing and Striping	1	Lump	\$300,000.00	\$300,000.00	
027657050	Pavement Marking Paint		gal	\$100.00		
028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch		ft	\$275.00		
028437005	Crash Cushion Type A		Each	\$20,000.00		
027717058	Single Diagonal Corner Pedestrian Access Ramp	31	Each	\$8,000.00	\$248,000.00	
Signals						
Lighting						
Traffic and Safety Subtotal					\$548,000	
ITS						
ITS Subtotal					\$0	

Structures
PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Bridges						
	Ped/Bike Bridge		Lump	\$378,000.00		
Walls						
	Retaining Cut Wall		sq ft	\$230.00		Assumed LxH (wall area)
	Retaining Fill Wall	390	sq ft	\$200.00	\$78,000.00	Near home on Orchard Dr 65'x6'
Sign Structures						
Hydraulics						
Geotech						
Structures Subtotal					\$78,000	

Environmental and Landscaping
PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Environmental						
Temporary Erosion Control						
Landscaping						
	Park Strip	93,125	Sq ft	\$10.00	\$931,250.00	
Environmental Mitigation Subtotal					\$931,250	

Utilities, Right of Way, and Incentives
PROJECT NAME: South Davis Greenway - Segment A

Item #	Item	Quantity	Units	Price	Cost	Remarks
Utilities	Relocate Utility Pole					
Utilities Subtotal					\$0	
Right-of-way						
	Temporary Construction Easement	92,700	Sq ft	\$10.00	\$927,000.00	30'x15' for TCE at driveways plus 5' the entire length of the segment
Right-of-Way Subtotal					\$927,000	
Incentives						
Incentives Subtotal					\$70,402	

SEGMENT B - CONCEPT LEVEL COST ESTIMATE

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)
Cost Estimate - Concept Level

Prepared By: Brent Crowther Date 5/30/2026
Proposed Project Scope: Construct new paved shared use path.

Station (BEGIN) =	120+00	(END) =	249+00
Project Length =	2.443	miles	12,900 ft
Current Year =	2026		
Assumed Construction Year =	2031		
Construction Items Inflation Factor =	1.16	5 yrs for inflation	
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	4.0%		
Assumed Yearly Inflation for Right of Way (%/yr) =	4.0%		
Items not Estimated (% of Construction) =	25.0%		

Construction Items	Cost
Public Information Services	\$25,000
Roadway and Drainage	\$5,835,750
Traffic and Safety	\$748,000
Structures	\$0
Environmental Mitigation	\$674,000
ITS	\$0
	Subtotal
	Items not Estimated (25%)
	Construction Subtotal
P.E. Cost	P.E. Subtotal
C.E. Cost	C.E. Subtotal
Right of Way	Right of Way Subtotal
Utilities	Utilities Subtotal
Incentives	Incentives Subtotal
Miscellaneous	Miscellaneous Subtotal

Cost Estimate (ePM screen 505)		2026	2031
	P.E.	\$1,181,000	\$1,437,000
	Right of Way	\$717,000	\$872,000
	Utilities	\$20,000	\$23,000
	Construction	\$9,103,000	\$10,559,000
	C.E.	\$1,095,000	\$1,332,000
	Incentives	\$63,000	\$73,000
	Aesthetics	0.75% \$68,000	\$79,000
	Change Order Contingency	9.00% \$825,000	\$957,000
	UDOT Oversight	\$0	\$0
	Miscellaneous	\$0	\$0
	TOTAL	\$13,072,000	TOTAL \$15,332,000

PROPOSED COMMISSION REQUEST	TOTAL	\$13,072,000	TOTAL	\$15,332,000
-----------------------------	-------	--------------	-------	--------------

Project Assumptions/Risks

1 Trail section - 8" UTBC, 4" HMA	8
2 Roadway Section - 12" GB, 8" UTBC, 7" HMA	9
3 Assumes 1.5" mill and fill.	10
4 Drainage 9% of construction to account for new inlets, laterals to trunkline, bringing manholes to grade	11
5 Potential underground utility relocations (fiber, sanitary sewer, culinary water) included in items not estimated	12
6	13
7	14

Roadway and Drainage

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
Roadway						
015017010	Mobilization	1	Lump	\$750,000.00	\$750,000.00	Usually 7-10% of construction
015547005	Traffic Control	1	Lump	\$650,000.00	\$650,000.00	Usually 3-5% of construction
017217010	Survey	1	Lump	\$90,000.00	\$90,000.00	Usually 1% of construction
020567015	Granular Borrow (Plan Quantity)	1,917	cu yd	\$65.00	\$124,605.00	
029617025	Rotomilling - 1 1/2 inch	22,167	sq yd	\$3.00	\$66,500.00	
022217110	Remove Concrete Sidewalk	5,702	sq yd	\$15.00	\$85,533.33	
022217125	Remove Concrete Curb and Gutter	12,830	ft	\$12.00	\$153,960.00	
022217150	Remove Concrete Pavement	9,711	sq yd	\$25.00	\$242,777.78	
022217165	Remove Asphalt Pavement	27,759	sq yd	\$14.00	\$388,624.44	
023167020	Roadway Excavation (Plan Quantity)	8,402	cu yd	\$45.00	\$378,090.00	
027217020	Untreated Base Course (Plan Quantity)	1,168	cu yd	\$75.00	\$87,600.00	
027527010	Portland Cement Concrete Pavement 9 inch Thick	2,142	sq yd	\$180.00	\$385,560.00	
027767040	Concrete Flatwork, 6 inch Thick	10,600	sq ft	\$15.00	\$159,000.00	
027417050	HMA - 1/2 Inch	7,041	Ton	\$130.00	\$915,330.00	
027767025	Concrete Curb and Gutter Type B1	12,830	ft	\$42.00	\$538,860.00	
Roadway Subtotal					\$5,016,441	
Drainage						
#N/A	Drainage	1	Lump	\$819,309.42	\$819,309.42	
Drainage Subtotal					\$819,309	
PI						
015407010	Public Information Services	1	Lump	\$25,000.00	\$25,000	Usually 0.25% of construction

Cost estimate includes an "Items not Estimated" line item of 25% of construction cost. This line item accounts for variation in minor street and driveway tie-ins, drainage modifications and other items not evaluated in detail in this feasibility study.

Traffic, Safety & ITS

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
	Signing and Striping	1	Lump	\$300,000.00	\$300,000.00	
027657050	Pavement Marking Paint		gal	\$100.00		
028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch		ft	\$275.00		
028437005	Crash Cushion Type A		Each	\$20,000.00		
027717058	Single Diagonal Corner Pedestrian Access Ramp	56	Each	\$8,000.00	\$448,000.00	
Signals						
Lighting						
Traffic and Safety Subtotal					\$748,000	
ITS						
ITS Subtotal					\$0	

Structures

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
Bridges						
	Ped/Bike Bridge		Lump	\$378,000.00		
Walls						
	Retaining Cut Wall		sq ft	\$230.00		Assumed LxH (wall area)
	Retaining Fill Wall		sq ft	\$200.00		
Sign Structures						
Hydraulics						
Geotech						
Structures Subtotal					\$0	

Environmental and Landscaping

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
Environmental						
Temporary Erosion Control						
Landscaping						
	Park Strip	67,400	Sq ft	\$10.00	\$674,000.00	
Environmental Mitigation Subtotal					\$674,000	

Utilities, Right of Way, and Incentives

Segment Limits: 2600 South to North of 400 North (South Davis Recreation Center)

Item #	Item	Quantity	Units	Price	Cost	Remarks
Utilities						
	Relocate Utility Pole	1	Each	\$20,000.00	\$20,000.00	At Roundabout
Utilities Subtotal					\$20,000	
Right-of-way						
	Temporary Construction Easement	71,650	Sq ft	\$10.00	\$716,500.00	
Right-of-Way Subtotal					\$716,500	
Incentives						
Incentives Subtotal					\$63,395	

SEGMENT C - CONCEPT LEVEL COST ESTIMATE

Segment Limits: 400 N (South Davis Rec. Center) to Chase Ln/I-15 Frontage Rd
Cost Estimate - Concept Level

Prepared By: Brent Crowther Date 7/29/2026
Proposed Project Scope: Construct new paved shared use path.

Station (BEGIN) =	249+00	(END) =	381+00
Project Length =	2.500	miles	13,200 ft
Current Year =	2026		
Assumed Construction Year =	2031		
Construction Items Inflation Factor =	1.16	5 yrs for inflation	
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	4.0%		
Assumed Yearly Inflation for Right of Way (%/yr) =	4.0%		
Items not Estimated (% of Construction) =	25.0%		

Construction Items	Cost
Public Information Services	\$25,000
Roadway and Drainage	\$6,365,916
Traffic and Safety	\$456,000
Structures	\$0
Environmental Mitigation	\$757,750
ITS	\$0
	Subtotal
	Items not Estimated (25%)
	Construction Subtotal
P.E. Cost	P.E. Subtotal
C.E. Cost	C.E. Subtotal
Right of Way	Right of Way Subtotal
Utilities	Utilities Subtotal
Incentives	Incentives Subtotal
Miscellaneous	Miscellaneous Subtotal

Cost Estimate (ePM screen 505)	2026	2031
P.E.	\$1,397,000	\$1,700,000
Right of Way	\$978,000	\$1,190,000
Utilities	\$1,160,000	\$1,346,000
Construction	\$9,506,000	\$11,027,000
C.E.	\$1,280,000	\$1,557,000
Incentives	\$42,000	\$49,000
Aesthetics	0.75% \$71,000	\$82,000
Change Order Contingency	9.00% \$862,000	\$1,000,000
UDOT Oversight	\$0	\$0
Miscellaneous	\$0	\$0
	TOTAL \$15,296,000	TOTAL \$17,951,000

PROPOSED COMMISSION REQUEST	TOTAL \$15,296,000	TOTAL \$17,951,000
-----------------------------	--------------------	--------------------

Project Assumptions/Risks

1 Trail section - 8" UTBC, 4" HMA	8
2 Roadway Section - 12" GB, 8" UTBC, 7" HMA	9
3 Assumes 1.5" mill and fill.	10
4 Drainage 9% of construction to account for new inlets, laterals to trunkline, bringing manholes to grade	11
5 Potential underground utility relocations (fiber, sanitary sewer, culinary water) included in items not estimated	12
6	13
7	14

Roadway and Drainage
PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
Roadway						
015017010	Mobilization	1	Lump	\$790,000.00	\$790,000.00	Usually 7-10% of construction
015547005	Traffic Control	1	Lump	\$685,000.00	\$685,000.00	Usually 3-5% of construction
017217010	Survey	1	Lump	\$100,000.00	\$100,000.00	Usually 1% of construction
020567015	Granular Borrow (Plan Quantity)	2,554	cu yd	\$65.00	\$166,010.00	
029617025	Rotomilling - 1 1/2 inch	32,562	sq yd	\$3.00	\$97,685.00	
022217110	Remove Concrete Sidewalk	5,556	sq yd	\$15.00	\$83,333.33	
022217125	Remove Concrete Curb and Gutter	12,500	ft	\$12.00	\$150,000.00	
022217150	Remove Concrete Pavement	7,867	sq yd	\$25.00	\$196,666.67	
022217165	Remove Asphalt Pavement	18,511	sq yd	\$14.00	\$259,155.56	
023167020	Roadway Excavation (Plan Quantity)	9,030	cu yd	\$45.00	\$406,350.00	
027217020	Untreated Base Course (Plan Quantity)	1,298	cu yd	\$75.00	\$97,350.00	
027527010	Portland Cement Concrete Pavement 9 inch Thick	3,496	sq yd	\$180.00	\$629,280.00	
027767040	Concrete Flatwork, 6 inch Thick	16,700	sq ft	\$15.00	\$250,500.00	
027417050	HMA - 1/2 Inch	8,262	Ton	\$130.00	\$1,074,060.00	
027767025	Concrete Curb and Gutter Type B1	12,500	ft	\$42.00	\$525,000.00	
Roadway Subtotal					\$5,510,391	
Drainage						
#N/A	Drainage	1	Lump	\$855,524.97	\$855,524.97	
Drainage Subtotal					\$855,525	
PI						
015407010	Public Information Services	1	Lump	\$25,000.00	\$25,000	Usually 0.25% of construction

Cost estimate includes an “Items not Estimated” line item of 25% of construction cost. This line item accounts for variation in minor street and driveway tie-ins, drainage modifications and other items not evaluated in detail in this feasibility study.

Traffic, Safety & ITS
PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
	Signing and Striping	1	Lump	\$300,000.00	\$300,000.00	
027657050	Pavement Marking Paint		gal	\$100.00		
028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch		ft	\$275.00		
028437005	Crash Cushion Type A		Each	\$20,000.00		
027717058	Single Diagonal Corner Pedestrian Access Ramp	57	Each	\$8,000.00	\$456,000.00	
Signals						
Lighting						
Traffic and Safety Subtotal					\$456,000	
ITS						
ITS Subtotal					\$0	

Structures
PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
Bridges						
	Ped/Bike Bridge		Lump	\$378,000.00		
Walls						
	Retaining Cut Wall		sq ft	\$230.00		Assumed LxH (wall area)
	Retaining Fill Wall		sq ft	\$200.00		
Sign Structures						
Hydraulics						
Geotech						
Structures Subtotal					\$0	

Environmental and Landscaping
PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
Environmental						
Temporary Erosion Control						
Landscaping						
	Park Strip	75,775	Sq ft	\$10.00	\$757,750.00	
Environmental Mitigation Subtotal					\$757,750	

Utilities, Right of Way, and Incentives
PROJECT NAME: South Davis Greenway - Segment C

Item #	Item	Quantity	Units	Price	Cost	Remarks
Utilities						
	Relocate Overhead Utilities	1	Lump	\$120,000.00	\$120,000.00	6 poles on Chase Lane
	Underground Overhead Utilities	1	Lump	\$1,040,000.00	\$1,040,000.00	
Utilities Subtotal					\$1,160,000	
Right-of-way						
	Urban/Suburban Commercial	1,600	sq ft	\$80.00	\$128,000.00	Chipotle Drive Thru
	Temporary Construction Easement	85,000	sq ft	\$10.00	\$850,000.00	
Right-of-Way Subtotal					\$978,000	
Incentives						
Incentives Subtotal					\$42,136	

SEGMENT E - CONCEPT LEVEL COST ESTIMATE

Segment Limits: 200 W/I-15 Frontage Road to 200 W/State Street
Cost Estimate - Concept Level

Prepared By: Brent Crowther Date 5/30/2026
Proposed Project Scope: Construct new paved shared use path.

Station (BEGIN) =	555+50	(END) =	571+00
Project Length =	0.294	miles	1,550 ft
Current Year =	2026		
Assumed Construction Year =	2031		
Construction Items Inflation Factor =	1.16	5 yrs for inflation	
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	4.0%		
Assumed Yearly Inflation for Right of Way (%/yr) =	4.0%		
Items not Estimated (% of Construction) =	25.0%		

Construction Items	Cost
Public Information Services	\$2,000
Roadway and Drainage	\$557,155
Traffic and Safety	\$85,500
Structures	\$0
Environmental Mitigation	\$43,200
ITS	\$0
	Subtotal
	Items not Estimated (25%)
	Construction Subtotal
P.E. Cost	P.E. Subtotal
C.E. Cost	C.E. Subtotal
Right of Way	Right of Way Subtotal
Utilities	Utilities Subtotal
Incentives	Incentives Subtotal
Miscellaneous	Miscellaneous Subtotal

Cost Estimate (ePM screen 505)	2026	2031
P.E.	\$120,000	\$146,000
Right of Way	\$113,000	\$137,000
Utilities	\$30,000	\$35,000
Construction	\$860,000	\$998,000
C.E.	\$107,000	\$130,000
Incentives	\$0	\$0
Aesthetics	0.75% \$6,000	\$7,000
Change Order Contingency	9.00% \$78,000	\$90,000
UDOT Oversight	\$0	\$0
Miscellaneous	\$0	\$0
	TOTAL \$1,314,000	TOTAL \$1,543,000

PROPOSED COMMISSION REQUEST	TOTAL	\$1,314,000	TOTAL	\$1,543,000
-----------------------------	-------	-------------	-------	-------------

Project Assumptions/Risks

1 Trail section - 8" UTBC, 4" HMA	8
2 Roadway Section - 12" GB, 8" UTBC, 7" HMA	9
3 Assumes relocation of mid-block signal pole and associated equipment	10
4 Relocate mid-block crossing signal, cabinet, meter, and boxes	11
5 Drainage 9% of construction to account for new inlets, laterals to trunkline, bringing manholes to grade	12
6 Potential underground utility relocations (fiber, sanitary sewer, culinary water) included in items not estimated	13
7	14

Roadway and Drainage

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
Roadway						
015017010	Mobilization	1	Lump	\$75,000.00	\$75,000.00	Usually 7-10% of construction
015547005	Traffic Control	1	Lump	\$60,000.00	\$60,000.00	Usually 3-5% of construction
01557001*	Maintenance of Traffic	1	lump	\$9,000.00	\$9,000.00	Usually 1% of construction
017217010	Survey	1	Lump	\$10,000.00	\$10,000.00	
020567015	Granular Borrow (Plan Quantity)	244	cu yd	\$65.00	\$15,860.00	
022217110	Remove Concrete Sidewalk	656	sq yd	\$15.00	\$9,833.33	
022217125	Remove Concrete Curb and Gutter	1,540	ft	\$12.00	\$18,480.00	
022217165	Remove Asphalt Pavement	1,356	sq yd	\$14.00	\$18,977.78	
023167020	Roadway Excavation (Plan Quantity)	1,230	cu yd	\$45.00	\$55,350.00	
027217020	Untreated Base Course (Plan Quantity)	142	cu yd	\$75.00	\$10,650.00	
027767040	Concrete Flatwork, 6 inch Thick	2,400	sq ft	\$15.00	\$36,000.00	
027417050	HMA - 1/2 Inch	738	Ton	\$130.00	\$95,940.00	
027767025	Concrete Curb and Gutter Type B1	1,540	ft	\$42.00	\$64,680.00	
Roadway Subtotal						\$479,771
Drainage						
#N/A	Drainage	1	Lump	\$77,383.71	\$77,383.71	
Drainage Subtotal						\$77,384
PI						
015407010	Public Information Services	1	Lump	\$2,000.00	\$2,000	Usually 0.25% of construction

Cost estimate includes an "Items not Estimated" line item of 25% of construction cost. This line item accounts for variation in minor street and driveway tie-ins, drainage modifications and other items not evaluated in detail in this feasibility study.

Traffic, Safety & ITS

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
	Signing and Striping	1	Lump	\$37,500.00	\$37,500.00	
027657050	Pavement Marking Paint		gal	\$100.00		
028447030	Cast-In-Place Concrete Constant Slope Barrier - 42 Inch		ft	\$275.00		
028437005	Crash Cushion Type A		Each	\$20,000.00		
027717058	Single Diagonal Corner Pedestrian Access Ramp	6	Each	\$8,000.00	\$48,000.00	
Signals						
Lighting						
Traffic and Safety Subtotal					\$85,500	
ITS						
ITS Subtotal					\$0	

Structures

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
Bridges						
	Ped/Bike Bridge		Lump	\$378,000.00		
Walls						
	Retaining Cut Wall		sq ft	\$230.00		Assumed LxH (wall area)
	Retaining Fill Wall		sq ft	\$200.00		
Sign Structures						
Hydraulics						
Geotech						
Structures Subtotal					\$0	

Environmental and Landscaping

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
Environmental						
Temporary Erosion Control						
Landscaping						
	Park Strip	4,320	Sq ft	\$10.00	\$43,200.00	
Environmental Mitigation Subtotal					\$43,200	

Utilities, Right of Way, and Incentives

PROJECT NAME: South Davis Greenway - Segment E

Item #	Item	Quantity	Units	Price	Cost	Remarks
Utilities						
	Relocate Water/Irrigation/Sewer Lines	1	Lump			
	Relocate Gas Line	1	Lump			
	Relocate Power Line	1	Lump			
	Relocate Fiber Optic	1	Lump			
	Relocate Phone	1	Lump			
	Relocate Ped Signal System	1	Lump	\$30,000.00	\$30,000.00	Includes signal, meter, cabinet, junction boxes
Utilities Subtotal					\$30,000	
Right-of-way						
	Temporary Construction Easement	11,300	Sq ft	\$10.00	\$113,000.00	
Right-of-Way Subtotal					\$113,000	
Incentives						
Incentives Subtotal						

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Zone Text Amendment – Section 11-14-050 and 11-14-060: BP Zoning District setback and height allowances

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: September 1, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Community Development Director
Date: 09/01/2026
Subject: Zone Text Amendment – Section 11-14-050 and 11-14-060: BP Zoning District setback and height allowances.

RECOMMENDED MOTION

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

Finding:

1. The amendments allow for more flexibility in site planning within the BP district and give the city by way of the Planning Commission the ability to consider whether additional height is appropriate or not.

BACKGROUND

There are currently just a couple of areas within the city which are governed by the BP zoning district.

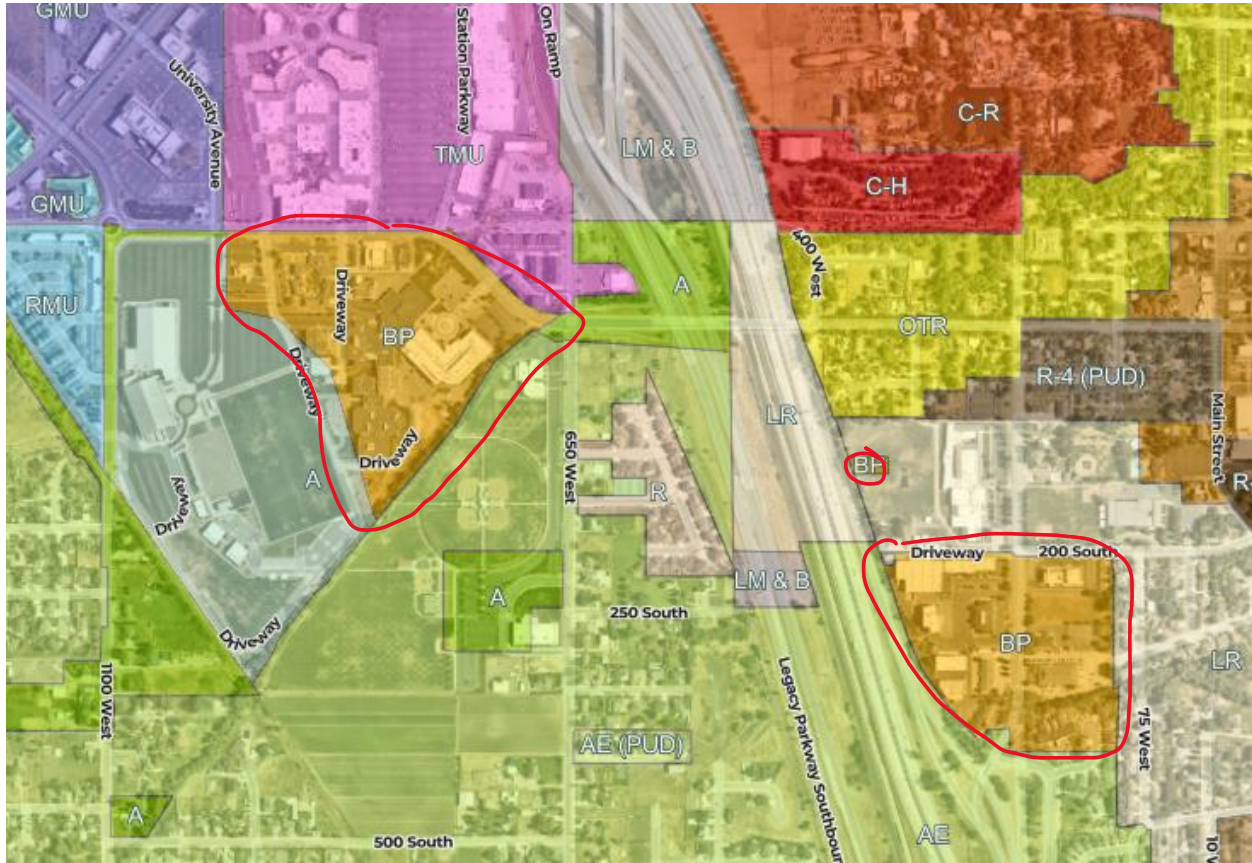
The regulations of the BP district are found in [Chapter 11-14](#) of the city's code.

11-14-010: "The purpose of this zone is to provide areas primarily for planned general office and business park developments and related services which will be compatible with, and serve as a transition to, nearby residential areas and will promote a quiet, clean environment. In certain unique locations, residential planned unit developments may also be appropriate to provide this transition. Development in this zone should emphasize a high level of architectural and landscape excellence. These zone districts will generally be established along high volume arterial streets in order to buffer the impacts of these streets from less intensive land uses. The intent is to create an attractive environment that will complement, and serve as a transition to, surrounding land uses."

Most sites within this district are currently developed, this includes the property around the jail and Utah Justice Complex as well as commercial properties along 200 West Street just off of I-15. While it is important to consider how this will impact new

construction, it is important to note that any redevelopment or changes to existing developed sites would also be subject to the proposed changes.

Current BP Zoning District Designations:



For some time now one property within the BP district has been listed for sale. As staff has worked with potential builders for this site, interested users have run into conflict with the requirements of the zone on potentially desirable uses for the city.

The proposed text amendment caters better to a taller building by not pushing it further back from the street and allowing the Planning Commission to consider a special exception for additional height. The current height allowance accounts for a 3 story building, the proposed amendments keep the 3 story height limit in effect but would allow for the planning commission to grant potentially as much as 9 extra feet of height to account for architecture. Staff is in support of this consideration as expectations of ceiling height in modern office buildings has increased. The amendment will allow for the consideration of higher value space and potentially improved architecture.

HBME building - currently under construction ... Height 148'



Supplemental Information

1. Enabling Ordinance with proposed zone text language

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lyle Gibson", with a long horizontal flourish extending to the right.

**Lyle Gibson
Community Development Director**

Review and concur,

A handwritten signature in blue ink, appearing to read "Brigham Mellor", with a large, stylized initial "B" and a horizontal flourish.

**Brigham Mellor
City Manager**

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING SECTIONS 11-14-050 AND 11-14-060 OF TITLE 11, PLANNING AND ZONING, TO UPDATE SETBACK AND HIEGHT ALLOWANCES FOR BUILDINGS IN THE BP (BUSINESS PARK) ZONING DISTRICT.

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

Section 3. Effective Date. This ordinance shall take effect immediately upon passage by the City Council.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 1st day of September, 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit A

11-14-050: MINIMUM LOT AND SETBACK STANDARDS:

A. Setback From Streets: The minimum setback from public or private streets shall be twenty feet (20') ~~for buildings or structures twenty feet (20') or less in height. Buildings or structures over twenty feet (20') in height shall be set back an additional ten feet (10') (30 feet total).~~ The minimum ~~side and rear~~ setback from streets may be reduced through Planning Commission review and approval in conjunction with a conditional use and site plan application. Parking lots shall not be permitted within the minimum required street setback(s).

B. Commercial Side And Rear Setbacks: The minimum side ~~and rear~~ setbacks from property lines shall be twenty feet (20') ~~for buildings and structures twenty feet (20') or less in height. Buildings or structures over twenty feet (20') in height shall be set back an additional ten feet (10') (30 feet total).~~ The rear setback shall be thirty feet (30'). If the area of the side or rear setback is used for parking or as a service area, a landscaped strip, not less than ten feet (10') in width, shall be maintained along the property lines. The minimum side and rear setback for commercial buildings and structures may be reduced through Planning Commission review and approval in conjunction with a conditional use and site plan application.

11-14-060: HEIGHT STANDARDS:

Nonresidential buildings or structures in a BP Zone shall not exceed forty five feet (45') in height and three (3) stories, except accessory buildings, which shall not exceed fifteen feet (15') in height. The Planning Commission may approve additional height for non-residential buildings in this zoning district unless approved otherwise as a special exception. Residential main buildings and accessory buildings shall not exceed thirty feet (30') in height.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Multiple Amendments to Title 11, Planning and Zoning, to remove reference to the SPARC (Site Plan Architecture Review Committee), modify requirements for posting a bond in relation to a demolition, and update provisions related to the Planning Commission based on state law requirements

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: September 1, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson – Community Development Director

Date: 09/01/2026

Subject: Multiple Amendments to Title 11, Planning and Zoning, to remove reference to the SPARC (Site Plan Architecture Review Committee), modify requirements for posting a bond in relation to a demolition, and update provisions related to the Planning Commission based on state law requirements.

RECOMMENDED MOTION

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

Finding:

- 1. The amendments create compliance, improved clarity, and more fair regulation.**
- 2. The amendments bring the code into alignment with actual practice as it relates to the SPARC.**

BACKGROUND

The included amendments seek to accomplish a variety of things to improve the city's codes including:

- Compliance with state law**
- Removal of overburdensome demolition regulations.**
- Reflect actual status of a long defunct and unused SPARC**
- Clarity on other provisions.**

Apart from addressing recent mandates with State requirements, the items in this ordinance are driven by issues identified by staff. The Planning Commission formed an ad-hoc committee to discuss and improve on the code originally drafted by city staff and the Planning Commission after holding a public hearing has unanimously recommended the included ordinance.

Supplemental Information

1. Enabling Ordinance with proposed zone text language

Respectfully submitted,



**Lyle Gibson
Community Development Director**

Review and concur,



**Brigham Mellor
City Manager**

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING MULTIPLE SECTIONS OF TITLE 11, PLANNING AND ZONING, TO REMOVE REFERENCE TO THE SPARC (SITE PLAN ARCHITECTURE REVIEW COMMITTEE), MODIFY REQUIREMENTS FOR POSTING A BOND IN RELATION TO A DEMOLITION, AND UPDATE PROVISIONS RELATED TO THE PLANNING COMMISSION BASED ON STATE LAW REQUIREMENTS.

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

Section 3. Effective Date. This ordinance shall take effect immediately upon passage by the City Council.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 1st day of September, 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit A

11-3-010: PLANNING COMMISSION:

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

11-3-020: MEMBERS:

~~A.~~ ~~A.~~ Number: The planning commission shall be comprised of seven (7) members, who shall be appointed by the mayor with the advice and consent of the city council.

~~A.B.~~ Appointment Procedure: The Mayor shall submit the name of a candidate to the city council for their consideration and consent.

~~B.C.~~ Terms: The members shall be appointed to staggered terms of four (4) years; provided, that members may be appointed to terms shorter than four (4) years when necessary to provide for staggered terms and efficient operation of the commission. Typically members serve 1 term; however, 4 members may be reappointed for successive terms-1 successive term.

~~C.D.~~ Alternate Members: Two (2) alternate members may be appointed by the mayor, with the advice and consent of the city council. An alternate member may take the place and serve in the same capacity as a regular member in the event that a regular member is absent from a meeting. Alternate members shall serve for terms of one year, which may be renewed annually at the discretion of the mayor, with the advice and consent of the city council.

~~D.E.~~ Removal: The members shall serve at the pleasure of the city council, and the mayor-city council may remove any member of the planning commission ~~upon majority vote of the city council, with or without cause~~ for any reason, including the following:-

i. Cause:

a. using public funds for a political purpose under Title 20A, Chapter 11, Part 12, Political Activities of Public Entities Act;

b. violating a provision of Title 10, Chapter 3, Part 13, Municipal Officers' and Employees' Ethics Act; and/or

c. acting with the intent to influence a land use decision or an appeal of a pending land use application in a manner that creates actual impermissible bias or an unacceptable risk of impermissible bias in the planning commission member's administrative or quasi-judicial duties;

d. A finding of censure by the Commission.

ii. Exception:

- a. ~~aA planning commission member is not subject to removal due to deliberating about a specific pending land use application in a planning commission meeting with municipal staff, an elected official, or the land use applicant-is not cause for removing a planning commission member from the planning commission;~~

F. Recusal: Members of the Planning Commission shall recuse themselves from deliberating or voting on land use applications when:

- i. the application poses a conflict of interest for that Planning Commission member of sufficient magnitude that a reasonable person's decision on the application would be influenced by the conflict-with that member of the Planning Commission.

~~EG.~~ Vacancy: A vacancy occurring on the planning commission by reason of death, resignation, removal or disqualification, shall be promptly filled by a replacement appointed by the mayor, with the advice and consent of the city council, for the unexpired term of the replaced member.

~~FH.~~ Compensation: The city council may fix per diem compensation for the members of the planning commission, based upon necessary and reasonable expenses and on meetings actually attended by the members.

~~GI.~~ Status: The members shall be deemed "volunteers" for purposes of city ordinances, rules, regulations and policies concerning personnel; provided, however, they shall be included in the definition of "employee" for purposes of the Utah governmental immunity act as set forth in Utah Code Annotated section 63G-7-101 et seq., as amended.

11-3-030: ORGANIZATION AND PROCEDURE:

The planning commission shall be organized and exercise its powers and duties as follows:

A. Chair: The planning commission shall elect one of its members as chair to oversee the proceedings and activities of the planning commission and one of its members to act as vice chair to assist the chair and to act as chair in the event the chair is unable to attend a meeting or act for any reason. The chair and vice chair shall serve for a term of one year. The chair or vice chair acting as the chair shall have the power to vote on all matters. The chair and vice chair may be elected for successive terms.

B. Rules: The Planning Commission may adopt reasonable policies and procedures for governing the conduct of its meetings, the processing of applications, and for any other purposes considered necessary for the functioning of the Planning Commission. Such policies and procedures shall be approved by the City Council before taking effect.

C. Meetings: The Planning Commission shall generally meet in person but may conduct an electronic meeting on the first and third Thursday of each month at the hour of seven o'clock (7:00) P.M., and/or such other times as deemed necessary by the Chair, City Manager or City Council. All meetings shall be properly noticed and held in accordance with the Open Meetings Law set forth in Utah Code Annotated title 52, chapter 4, as amended. Written minutes of all meetings of the Planning Commission shall be prepared and filed in the Office of the City Recorder for review and access by the public in accordance with the City government records access and management ordinance.

D. Quorum: No official business shall be conducted by the Planning Commission unless a quorum of the members is present. Four (4) members or alternate member of the Planning Commission shall constitute a quorum. While participation in person is preferred, members may also participate remotely via electronic communication as necessary. Unless otherwise provided by law or City ordinance, the minimum number of yes votes required for the Planning Commission to take action on any matter shall be by majority vote of the members of the quorum present. The concurring vote of four (4) members is necessary to reverse any order, requirement, decision or determination of any administrative official or agency or to decide in favor of the appellant.

11-3-040: FUNCTIONS AND DUTIES:

It shall be the function of the Planning Commission to oversee the proper development of property within the City in accordance with pertinent City ordinances and provisions of Utah Code Annotated title 10, chapter 9a, as amended. The duties of the Planning Commission shall include, but shall not be limited to, the following:

A. Prepare and recommend a General Plan, street plan, zoning map, zoning ordinances, and any other relevant proposals or recommendations to the City Council for the proper development of property within the City;

B. Prepare and recommend any additions, changes or amendments to the City's General Plan, street plan, zoning map, zoning ordinances or other relevant items to the City Council for the proper development of the City;

C. Administer the provisions of the zoning ordinances;

D. Recommend subdivision ordinances and regulations and amendments thereto to the City Council;

E. Review non-conventional subdivision applications;

F. Advise the City Council on matters requested by the City Council;

G. Hear or decide any matter that the City Council designates, including the approval or denial of, or recommendations to approve or deny, conditional use permits;

H. Prepare and recommend programs for public improvements and the financing thereof to the City Council; and

I. Exercise any other powers that are necessary to enable the Planning Commission to perform its function or that are delegated to it by the City Council.

11-3-060: RULES OF ORDER

These rules are for the order and convenience of the Planning Commission and shall not be interpreted to provide an independent basis for invalidating or in any way altering a final decision of the Commission unless otherwise provided by City Ordinance or State Code. All regular meetings of the Farmington City Planning Commission shall be conducted according to these rules where these rules so provide.

I. GENERAL PROVISIONS

1. Basic Principles

- a. Equality of Members – As the Planning Commission conducts its affairs in accordance with these rules, each member has the same rights, privileges, and duties as any other member.
- b. Freedom of Discussion – The right to be heard and to hear what others have to say about a motion before voting on it is basic to intelligent group action.
- c. One Main Motion – Only one main motion may be considered at any given time.
- d. Members Right to Know – Members have a right to know at all times what the immediately pending motion is and to have it restated before any vote is taken.
- e. Meeting Properly Called – The Planning Commission may take official action only in meetings properly called and with a quorum of members present.
- f. Actions Must Be Lawful – Actions taken by the Planning Commission must be in accord with City Ordinance and State and Federal Law

2. Seconding Motions

All motions of the Commission shall require the second except:

- a. A motion to amend the amendment;
- b. A motion to adjourn; or
- c. A motion to withdraw.

3. General Consent

A formal vote shall be taken on all main motions. The formal vote shall include a second (when required), the polling of each eligible member, and the recording of votes by the secretary. For all motions other than a main motion, at the discretion of the Chair, the Chair may call for approval of the Commission by verbally polling the Commission for any objections. If there is an objection from any member of the Commission, the motion shall be put to a formal vote.

4. Making the Motion

A motion may be made by any member of the Commission except the Chair or, in his/her absence, the Vice-Chair. Each motion proposed must be recognized by the Chair.

5. Debate on a Motion

Except as otherwise provided by these rules, all motions shall be subject to debate by the Commission only after a second to the motion has been made and accepted by the Chair (where a second is required). Where no second is required, debate on the motion may begin immediately after the motion is accepted by the Chair.

6. Duties of the Chair

- a. The Chair shall conduct all meetings of the Commission and shall have the power to administer the rules at each meeting of the Commission in a manner not inconsistent with these Rules, City Ordinance, or State Law.
- b. The Chair should, to the extent practical, remain impartial.
- c. Whenever the Chair rules a motion out of order, he or she should explain why it is out of order and advise the mover when it would be in order, or how the mover's intent, if known, might be accomplished by use of another procedure. "Out of Order shall mean any motion that does not comply with these rules and Roberts Rules of Order as incorporated herein by reference.

- d. No member of the Commission, applicant, witness, or any other individual should speak in an open meeting of the Commission without first being recognized by the Chair. This rule may be specifically set aside by the Chair as the circumstances may require.

7. Disciplinary Measures

- a. Disturbance by Parties other the Commissioners. If, during any meeting of the Commission any party other than a Commission causes any disturbance so as to upset the orderly conduct of the business of the Commission, the Chair shall invite the offending party(s), after appropriate warning, to leave the meeting. “Appropriate Warning” should include a clear statement to the offending party(s) indicating that they are “out of order,” stating the specific reason why they are out of order, and specifically what they may do to bring their actions into order. If the offending party(s) continue the disturbance, the Chair shall invite the offender(s) to cease and be seated or to leave the meeting, depending on the seriousness of the disturbance. If the offender(s) refuse to leave, the Chair may order the person(s) removed by the Police Department.
- b. ~~Appeal of~~ Order of Expulsion – The Action to expel any individual is a ruling from the Chair and may only be appealed by only by a ~~any~~ member of the Commission. ~~but not by the non-Commission member.~~ If an appeal is not called for, or if the decision of the Chair to expel the offender is upheld by the Commission, the person may be properly excluded from the meeting and in addition be charged with violation of the law where applicable.
- c. Motion to Appeal an Order of Expulsion: – A motion to appeal an order of expulsion shall subject the ruling of the Chair to ~~examination~~ discussion and debate by the other members of the Commission to secure their support for reversal of the ruling. A motion to appeal is debatable and may not be amended or postponed.
- d. Disturbance by Commission Members – Commission members who demand the floor after exhausting their right to debate or who continue to talk without being recognized by the Chair may be dealt with in the following manner.
- i. A warning from the Chair;
 - ii. A second warning from the Chair;

iii. The Chair may invite a motion to censure the offending Commission member and or a motion to expel the offending Commissioner. The Chair shall advise that a vote of censure is considered cause for removal from the Commission by the City Council and that it by explaining that this becomes a matter of record in the minutes of the Commission. The offending member shall be permitted to speak in his/her own defense. and the secretary may be called to read examples of offensive remarks that he/she had directed to the record during the proceedings. Members excluded from a meeting by a vote of the Commission, but who refuse to leave, may invite more serious action such as eviction by a police officer and possible criminal charges.

II. MOTIONS

1. **Main Motion** – A Main Motion is the statement of request for action, an idea for evaluation, or the introduction of a resolution stating the Commission's position on a subject. Main Motions should be clear and concise and should be accompanied by specific facts that support the motion. If the motion is to be based on the requirements of an ordinance, each of the requirements of the ordinance should be addressed in the motion and supported by facts.
2. **Motion for Continuance or Tabling** – A motion for continuance shall be considered a motion to table and vice versa and removes the subject from consideration until a future time or meeting. A motion for continuance may be made by either continuing the matter to a time certain or indefinitely. A continuance to a time certain is preferred since all parties are given actual notice of the time and date that the matter will be heard next. A continuance to an indefinite time in the future would require re-advertising of the matter in order to ensure that all interested parties are informed of the date and time that the matter will be heard again. Any motion for continuance should be accompanied by specific reasons for continuing the matter.
3. **Motion to Withdraw a Motion** – A motion is required to remove a motion which is before the Commission. The member who has made a motion pending before the Commission may move to withdraw that motion at any time prior to the Chair putting the motion to a vote of the Commission. Withdrawal of a second is not necessary. Any member may move to withdraw a motion pending before the Commission prior to the Chair putting the motion to a vote unless there is an objection from any other member of the Commission, in which case the withdrawal of the motion shall be put to a vote.
4. **Motion to Amend a Motion** – A motion may be made to change the wording of a motion pending in order to make it express more accurately what the majority wants it to say. When a motion is pending before the Commission, any member may amend the motion

at any time prior to the Chair putting the motion to a vote provided the motion to amend receives a second and an affirmative vote of the Commission.

5. **Motion to Amend the Amendment** – A motion may be made to change the wording of a proposed amendment to a pending motion. This may be done by motion, no second required, and the Chair may merely ask if there is any opposition. Only if there is opposition does the amendment to the amendment need to be put to a formal vote.
6. **Motion to Rescind** – A motion is required to cancel or make void, the results of a motion passed. A prior motion may only be rescinded when the applicant and other persons directly affected by the motion have not materially changed their position in reliance on the Commission’s action on the motion.
7. **Motion to Reconsider** – A motion is required to call back for further consideration by the Commission any action taken in the same meeting, or in the immediately preceding meeting, for the purpose of reconsidering a motion. If it is determined by the Commission that the motion should stand as previously approved, no formal vote is necessary. If the former motion is to be amended or rescinded, the motion shall be put to a formal vote of the Commission.
8. **Motion to Recess** – A motion to recess may be made to break for a specific purpose while also stipulating a time to reconvene the meeting. The time to reconvene must be during the same day as the meeting in which the motion to recess was made.

III. VOTING

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

1. Decisions

Decisions of the Commission which are not recommendations to the City Council and for which approval or ratification are required shall be considered final, for the purposes of any appeal, at the end of the meeting at which the matter is heard and a decision rendered. The Zoning Administrator shall send a written notification or email of the decision to the applicant within a reasonable time after the date such decision was made. Such notification shall include the reasons for the Commission’s decision.

2. Re-Hearing

The Commission may re-hear an application upon written request by the applicant and a showing that there is substantial new evidence that was unavailable at the time of the original hearing through no fault on the part of the applicant. The Commission shall, by majority

vote, make a determination as to whether or not to reconsider its prior decision. In the event a re-hearing is approved, the matter shall be considered only after notice has been given in the same manner as was given for the original application. The applicant shall pay any costs incurred in re-advertising the hearing.

3. Tie Vote

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

IV. ADJOURNMENT

Any meeting of the Commission may be adjourned by a motion from any member and an affirmative vote of the Commission. The Chair shall also have the power to adjourn a meeting where there is no objection from any other member and where all business items and orders of the day have been completed.

11-3-070 POLICIES AND PROCEDURES

FARMINGTON PLANNING COMMISSION POLICIES AND PROCEDURES

I. PURPOSE

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

II. OFFICERS AND DUTIES

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

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

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

III. MEETINGS

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

personal to each such individual and may not be ceded, aggregated or shared with any other individual.

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

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

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

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

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

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

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

IV. NOTICE

In order to make residents of the City more aware of the various hearings conducted by the Planning Commission, and particularly those residents or businesses which may be affected by changes in land use, procedures are established below for notification of affected property owners. These notice provisions are provided as a courtesy to these property owners and are not intended to subject the City to a greater notice requirement than required by Federal or State Law. Failure of any person to receive notice shall not invalidate, or serve as basis for appeal, of any Planning Commission decision.

1. Meetings – The Planning Commission shall give public notice at least once each year of its schedule for all regular meetings scheduled for that year specifying the date, time, and place of such meetings. In addition to public notice of the Planning Commission’s annual meeting schedule, the Planning Commission shall give not less than 24 hours’ public notice of the agenda, date, time, and place of each of its public meetings. Public notice shall be provided by:

a. Posting written notice:

i. at the Farmington City Offices, 160 South Main Street; and

ii. on the City’s website; and

iii. on the Utah Public Notice Website (www.pmn.utah.gov); and

b. In addition to the required notice above, reasonable effort shall be made to provide notice via relevant social media platforms such as (e.g. Facebook, Instagram).

2. Special Emergency Meetings – When, because of unforeseen circumstances, it is necessary for the Planning Commission to hold an emergency meeting to consider matters of an urgent nature, the notice requirements as listed above may be disregarded and the best notice practicable given. No such emergency meeting of the Planning Commission shall be held unless an attempt has been made to notify all of its members and a majority votes in the affirmative to hold the meeting. (Utah Code Ann. 52-4)

3. Legislative Consideration (Recommendations to the City Council) –

Example Items: Planned Unit Developments and Zoning Map Amendments

a. Applications for items which are legislative in nature and require a recommendation from the Planning Commission to the City Council shall be noticed prior to the meeting in the following manner:

i. Applications shall be identified by name on the Planning Commission agenda;

ii. Zoning Map Amendments/Planned Unit Developments

The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by mail, of any meeting where a

public hearing is required by state law or local ordinance. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission;

iii. Ordinance Amendments

The City Planner shall cause that notice be posted in accordance with applicable state law and local ordinances.

iv. General Plan Amendments

The Planning Commission shall prepare and/or review all proposed amendments to the City General Plan and shall hold a public hearing on such proposed amendments. After the public hearing, the Planning Commission shall make any changes to the proposed amended Plan and forward its recommendations regarding the same to the City Council for its consideration. Notice of the public hearing before the Planning Commission on the proposed amended General Plan amendments shall be provided in accordance with City Ordinances and State Law regarding the same.

- b. Other meetings at which a legislative matter will be considered need not be noticed by individual mailing, but shall be identified by name on the agenda;
 - i. More than one public hearing for the same item may be required when determined to be appropriate by majority vote of the Commission.
 - ii. Significant alteration of an application may also merit an additional hearing(s) as determined by the City Planner, and with the concurrence of the Chair or by majority vote of the Commission;
- c. The City Planner shall send a letter or email to the applicant within a reasonable time after the final recommendation of the Planning Commission indicating the action taken on the application.

4. Administrative Consideration–

- a. Applications which are considered administrative in nature including Conditional Use approval, Subdivisions, and Special Exceptions, shall be noticed prior to the meeting in the following manner when city code requires that a public hearing is applicable;
 - i. Applications shall be identified by name on the Planning Commission agenda;

- ii. The City Planner shall notify all property owners within 300 feet from the boundaries of the affected property, by mail, of the meeting at which the application will be considered. At the discretion of the City Planner, and with the concurrence of the Chair, the mailing area may be extended beyond 300 feet from the subject property in order to notify additional parties. The mailing area may also be extended by a majority vote of the Commission;
- b. The City Planner shall send a letter or email to the applicant within a reasonable time after the final decision of the Planning Commission indicating the action taken on the application.
- c. The notice procedure for a new Conditional Use application shall also be followed if it becomes necessary to commence proceedings to revoke a Conditional Use Permit. Revocation of any Conditional Use: Noticing requirements for Revocation of Conditional use shall be the same as for those required to grant a Conditional Use.

5. Other

- a. **Street Dedication, or Major Street Plan Amendment** – Notice shall be provided in the following manner:
 - i. An application for a street name change, Major Street Plan change, or street dedication shall be identified by name on the Planning Commission agenda.
 - ii. The City Planner shall notify all affected utilities of the date of the hearing and the proposed change;
 - iii. The City Planner shall mail notice to all owners-of-record of land abutting the street on which the change or dedication is proposed and may also publish such notice on the City's webpage and the Utah Public Meeting Notice website within a reasonable time prior to the meeting date.
- b. **Vacation of Alleys or Streets** – No requirement exists in State Law for sending street and alley vacations to the Planning Commission for a recommendation. If the City Council determines that a recommendation from the Commission is desirable, then notice shall be given in the following manner:
 - i. An application for a street or alley vacation shall be identified by name on the Planning Commission agenda;

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

V. APPLICATION REQUIRED

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

VI. RECORDS

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

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

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

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

part, of a meeting.

3. ~~A~~ No recording of all or any part of a Planning Commission Meeting may be made by any person other than the official recording referenced above in attendance provided that the recording does not interfere with the conduct of the meeting.

VII. RULES OF ETHICAL CONDUCT

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

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

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

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

iv. Political campaign contributions actually used in a political campaign.

d. Participate in any Commission action which may result in a private benefit;

i. The private benefit may be direct or indirect, create a material, personal gain, or provide an advantage to relations, friends, groups, or associations which hold some share of a person's loyalty. However, mere membership in a group or organization shall not be considered a conflict of interest unless a reasonable person would conclude that such membership in itself would prevent an objective consideration of an issue.

ii. A Commission member experiencing, in his/her opinion, a conflict of interest, shall declare this interest publicly, abstain from voting on the action, and shall be excused from his/her seat on the Commission during consideration of the action. He/she should not discuss the matter privately or publicly with any other Commission member. The vote of a Commission member experiencing a conflict of interest who fails to disqualify oneself shall be disallowed.

iii. A conflict of interest may exist under these rules even though a Commission member may not believe he/she has an actual conflict. A Commission member who has a question as to whether a conflict exists should raise the matter with the other members and the City Attorney in order that a determination may be made.

3. Compensation – a. A Commission member shall not receive or agree to receive compensation for assisting any person or business entity in any transaction connected with an action being considered by the Commission or which may come before the Commission.

b. Any Commission member who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does, or anticipates doing business with the City shall disclose the nature of his/her interests in that business entity prior to any discussion by the Commission of any matter concerning such business entity.

c. Any personal investment by a Commission member which creates a substantial conflict between the Member's personal interests and his/her public duties shall be fully disclosed.

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

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

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

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

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

4. For a use which is determined by the zoning administrator to be a new or unlisted business use which the zoning administrator determines not to that cannot be classified as a permitted or conditional use based on similarity to existing uses identified in a zoning district, an applicant may submit an application for review by the City Council requesting that a land use ordinance be adopted which permits the new or unlisted business as a permitted or conditional use. The City Council's consideration and determination of this application shall comply with the provisions of section 10-20-507(2) of the Utah Code. This type of application shall not be brought before presented to the Planning Commission for a consideration or recommendation.

11-6-050: REQUIRED COMMENCEMENT OF CONSTRUCTION RESERVED:

~~Except as otherwise provided in writing by the city council, any rezone approval initiated by an interested party other than the city shall be conditioned upon commencement of actual construction or improvements on the affected property or the actual occupancy and utilization for the use of the proposed development upon the affected property within two (2) years from the date of such approval. If the applicant fails to commence such construction or improvements, or any other conditions imposed by the city council, to the satisfaction of the city, within the required time frame, the property's zoning classification and zone district shall automatically, and without further notice or hearings thereon, revert to its prior zoning classification and district. For purposes of this section, "commencement of actual construction or improvements" shall mean that the city has either inspected and approved completion of all~~

~~designated improvements or the city has inspected and approved completion of construction of all footings of the proposed development or structure on the affected property.~~

11-10-010: PURPOSE:

D. All lands within agricultural zones are intended, to some extent, for either private or commercial agricultural production, farming, protection of environmentally sensitive areas and/or open space. Owners, occupants and users of these properties, or neighboring properties, may be subjected to inconvenience, discomfort and the possibility of injury to property and health arising from normal and accepted agricultural practices and operations, including, but not limited to, noise, odors, dust, the operation of machinery, including crop dusting aircraft, the storage and disposal of manure, and the application of fertilizers, soil amendments, herbicides and pesticides. Owners, occupants and users of these properties, or neighboring properties, should be prepared to accept such inconveniences, discomfort and possibility of injury from normal agricultural operations and are hereby put on official notice that Utah Code Annotated section [78B-6a-404](#)~~78B-6-1104~~, as amended, may bar them from obtaining a legal judgment against such normal agricultural operations.

11-18-070: DEVELOPMENT REVIEW PLAN:

B. 4. Review, Recommendation Decision And Time Frames: Review shall comply with the terms and conditions of the PMP and applicable city ordinances in accordance with the site development review process set forth in chapter 7 of this title and the following standards and criteria. Notwithstanding this, the city planner/zoning administrator, and the site plan and architectural review committee (SPARC) will review all applications in the mixed use districts. After adequate review, the SPARC will provide recommendations to the city planner/zoning administrator and an application, or particular phase of review, may be approved, approved with conditions, continued for further study, or disapproved. The SPARC will also provide recommendations to the planning commission for applications that are forwarded to them for review and approval. Appeals of any such decision may be submitted as set forth in this title.

a. Applications that meet one or all of the following conditions will be forwarded to the planning commission for review and approval:

(1) The application includes a structure that exceeds thirty thousand (30,000) square feet in size;

(2) The application is asking for flexibility with the design criteria and development standards of this section, while still meeting the intents and purposes of said criteria and standards;

(3) The application is a planned development area (in excess of 5 acres in size);

(4) The application includes a use or element that requires a special review process.

b. Review at the schematic design phase shall be completed within thirty (30) days after the submission of a complete application to the community development department. The planning office, or the SPARC, shall consider any written comments received and make a determination of consistency of the application with adopted plans, the standards and criteria and any applicable rules and regulations and guidelines and shall identify additional design issues to be addressed in the design development phase. After adequate review, the application may proceed to the design development phase of the development plan review process.

c. Review by the community development department at the design development phase shall be completed within thirty (30) days after the submission of a complete application. The planning office shall make a determination of consistency of the application with the adopted plans, standards and criteria and any applicable rules and regulations and guidelines and shall make a recommendation to the city planner/zoning administrator or the SPARC. The city planner/zoning administrator shall have fifteen (15) days to approve, approve with conditions, continue for further study, or deny the application; or determine if review by the planning commission is necessary according to the conditions stated above.

d. Review periods may be extended by an amount of time equal to any delay caused by the applicant or by failure of the applicant to obtain comments from related reviewing entities and delivering these comments to the community development department, or with the applicant's consent.

e. Any person or entity [with standing](#) aggrieved by the decision of the city planner/zoning administrator and/or the planning commission in the administration of this development plan review process may appeal such decision as provided in chapter 3-7 of this code.

11-27-090: FINAL PUD MASTER PLAN:

A. Submittal: Following the public hearing on a preliminary PUD Master Plan and prior to designation of a planned unit development, in combination with an underlying zone, the final PUD Master Plan shall be submitted to the City Planner. Any failure to submit a final PUD Master Plan on the proposed planned unit development or any portion thereof within one year of the approval of the planned unit development designation and the preliminary PUD Master Plan

shall terminate all proceedings and render the proposed planned unit development null and void. Termination of proceedings and expiration of the preliminary PUD Master Plan shall take effect only if the requirements related thereto have changed during the year following its approval, otherwise the PUD Master Plan shall remain valid for a period of 3 years.

11-27B-020: STANDARDS AND REQUIREMENTS:

C. ~~Applicable z~~oning regulations of the underlying zone shall apply except as otherwise set forth in an AP District, which shall be as established by the General Development Plan and Development Agreement and may include:

2. Minimum development area or lot size, ~~which may not be less than allowed in the underlying zone;~~

11-27B-060: TIME LIMIT:

Unless there is substantial action leading toward completion of an AP District or an approved phase thereof within a period of twelve (12) months from the date of approval, ~~as determined by the City Council~~ except as otherwise established by the development agreement, such approval shall expire, unless, after reconsideration of the progress of the project, an extension is approved by the City Council.

11-28-120: TEMPORARY USE OF LAND AND STRUCTURES:

D. Administrative Review Process:

1. Uses: The following uses may be reviewed and approved by the city planner:

a. Christmas tree lots;

b. Construction trailers;

c. Fireworks stands;

~~d. Model home shows;~~

~~ed.~~ Temporary offices;

~~fe.~~ Uses related to natural disasters;

~~gf.~~ Warehouse sales.

11-28-170: PUBLIC IMPROVEMENTS REQUIRED:

No building, electrical or plumbing permit shall be issued for any building or structure, and no conditional use permit or site plan approval shall be given, if the property in question abuts a public street, unless one of the following ~~three (3)~~ alternative requirements is satisfied with respect to the property in question. Which of the alternatives is selected for specific property shall be decided by the city administration, after the owner or developer of the property in question has received an opportunity to express their preference. For purposes of this section, the "property in question" includes all real property adjacent to the site to be developed, which is owned by the same person, or by a corporation or other entity in which that person has an interest, or by a relative, partner, agent or trustee of that person. The alternative requirements are as follows:

A. Alternative A: The property in question has curb, gutter and sidewalk along the full length of the side abutting the public street.

B. Alternative B: The property owner in question agrees in writing to provide curb, gutter and sidewalk along the full length of the side abutting the public street, and that agreement is secured by a deposit in a Utah bank, which deposit the city may withdraw in the event of a default by the owner or developer. The amount of the deposit shall equal the city engineer's estimate of the cost of installing curb, gutter and sidewalk as required, together with an additional ten percent (10%) of that amount to cover contingencies. The agreement and deposit shall be substantially similar to the agreements and deposits used by the city for subdivision improvements.

~~C. Alternative C: The owner of the property in question enters into a satisfactory written agreement that runs with the land that grants a temporary extension of time for which to complete the required improvements, conditioned upon and subject to the promised future performance by the owner. If the owner fails to make said requirements, at no cost to the city, within ninety (90) days after having been requested in writing by the city to do so, the city may construct and install the required improvements and charge the cost thereof to the owner. Any such charge shall constitute a lien on the property.~~

11-28-230: DEMOLITIONS:

D. Issuance Of Demolition Permit For A Main Building:

1. Except as otherwise provided in subsection D4 of this section, a demolition permit shall be issued only upon compliance with subsections D2 and D3 of this section, if applicable, and if:

a. ~~The A complete building permit application to replace the building or structure proposed for demolition has been submitted to the Community Development Department; and in the case of a replacement building for a dwelling, the building permit must be issued and the City must receive~~ a cash, letter of credit, escrow, or property performance bond in a form acceptable to the City equal in amount to the valuation, as determined by the building official, of the ~~replacement building costs associated with clearing debris from the demolition site and rendering the site safe after demolition, except for property bonds which must be at least equal in value to the subject property including any existing on-site accessory buildings (but need not exceed the value of the new building);~~ or

11-33-100: EXCEPTIONS:

In cases where unusual topographical or other exceptional conditions exist ~~which qualify for a variance, variations and exceptions from this chapter may be made by the Farmington City council~~ such a variance may be reviewed as provided in section 11-5-080 of this Code. ~~Prior to final decision on any variation or exception, the question shall first be referred to the planning commission for its recommendations or suggestions. But the final decision will be made by the Farmington City council.~~

11-35-020: LICENSE REQUIRED:

A. ~~Unless otherwise provided for a low-impact home occupation, it~~ shall be unlawful for any person or entity to engage in a home occupation in any agricultural or residential zone without first obtaining a home occupation business license to do so from the City Recorder. The procedure to be followed and applicable fees for a home occupation business license are set forth in the business licensing regulations, title 6 of this Code.

B. ~~A low-impact home occupation is a business whose Businesses that do not have~~ combined offsite impacts of the home based business and the primary residential use ~~that do not~~ exceed the impact of the residential use alone. ~~Low-impact home occupation businesses are not required to obtain a license. The city may issue a low-impact home occupation business license to one that but who voluntarily seeks a licenseit, in which case the business~~ shall pay a licensing fee to cover the cost of issuing the license, as set forth in the City's consolidated fee schedule.

11-36-030: PERMITS:

E. Appeal: Any person whose application for a permit under this chapter has been denied may appeal that denial as provided in chapter 3-7 of this Code.~~request and shall be granted a hearing on the matter before the Farmington City council under the procedure provided by section 11-36-060 of this chapter.~~

11-36-040: LICENSES:

E. Appeal: Any person whose application for a license under this chapter has been denied may appeal that denial as provided in chapter 3-7 of this Code.~~request and shall be granted a hearing on the matter before the Farmington City council under the procedure provided by section 11-36-060 of this chapter.~~

11-18-070: DEVELOPMENT PLAN REVIEW:

2. Application, How Filed And Noticed: All applications shall be filed with the community development department. Such applications shall be reviewed for completeness and, if found to be complete, shall be transmitted to the planning office for review. The community development department shall notify members of the city council and the planning commission of all applications received for the schematic review phase for developments on sites equal to or larger than thirty thousand (30,000) square feet. Such council or commission member may request additional information and may submit written comments to the planning office within twenty (20) days after notice is sent. ~~After an initial review by the city planning office for compliance with the rules and regulations of this chapter, the application shall be transmitted to the site plan and architectural review committee (SPARC) for review.~~

Plans and any accompanying information for each phase of the development plan review process shall be delivered by the applicant to such city departments, special districts, governmental boards, bureaus, utility companies and other agencies, which will need to provide facilities and services to the site, which together constitute the city's development review committee (DRC), for information and comment. The community development department is responsible for coordinating the comments received from all public and private entities, and shall decide which agencies to refer site plans to, but the applicant is responsible for obtaining the comments back from these entities within a reasonable time in a manner and/or form as prescribed by the community development department.

3. Application, Contents: Applications shall contain the following information:

a. Schematic (Concept) Design Phase: Site plan and context photos of the site and immediately adjacent properties, building elevations and other supporting information as requested;

b. Design Development Phase: All information set forth in chapter 7 of this title, except as otherwise provided in this chapter, including, but not limited to, such things as landscaping, lighting, screening and sign requirements, and all items required to make a determination of consistency for the schematic design phase, and other supporting information as requested.

4. Review, Recommendation Decision And Time Frames: Review shall comply with the terms and conditions of the PMP and applicable city ordinances in accordance with the site development review process set forth in chapter 7 of this title and the following standards and criteria. Notwithstanding this, the city planner/zoning administrator ~~, and the site plan and architectural review committee (SPARC)~~ will review all applications in the mixed use districts. After adequate review, ~~the SPARC will provide recommendations to the city planner/zoning administrator and~~ an application, or particular phase of review, may be approved, approved with conditions, continued for further study, or disapproved. ~~The SPARC will also provide recommendations to the planning commission for applications that are forwarded to them for review and approval.~~ Appeals of any such decision may be submitted as set forth in this title.

a. Applications that meet one or all of the following conditions will be forwarded to the planning commission for review and approval:

(1) The application includes a structure that exceeds thirty thousand (30,000) square feet in size;

(2) The application is asking for flexibility with the design criteria and development standards of this section, while still meeting the intents and purposes of said criteria and standards;

(3) The application is a planned development area (in excess of 5 acres in size);

(4) The application includes a use or element that requires a special review process.

b. Review at the schematic design phase shall be completed within thirty (30) days after the submission of a complete application to the community development department. The planning office, ~~or the SPARC~~, shall consider any written comments received and make a determination of consistency of the application with adopted plans, the standards and criteria and any applicable rules and regulations and guidelines and shall identify additional design issues to be addressed in the design development phase. After adequate review, the application may proceed to the design development phase of the development plan review process.

c. Review by the community development department at the design development phase shall be completed within thirty (30) days after the submission of a complete application. The planning office shall make a determination of consistency of the application with the adopted plans, standards and criteria and any applicable rules and regulations and guidelines and shall make a recommendation to the city planner/zoning administrator ~~or the SPARC~~. The city planner/zoning administrator shall have fifteen (15) days to approve, approve with conditions, continue for further study, or deny the application; or determine if review by the planning commission is necessary according to the conditions stated above.

d. Review periods may be extended by an amount of time equal to any delay caused by the applicant or by failure of the applicant to obtain comments from related reviewing entities and delivering these comments to the community development department, or with the applicant's consent.

e. Any person or entity aggrieved by the decision of the city planner/zoning administrator and/or the planning commission in the administration of this development plan review process may appeal such decision as provided in chapter [3-7](#) of this code.

f. If the applicant does not obtain and maintain a current building permit within six (6) months of any development plan approval, such approval shall be null and void. This time period may be extended for additional six (6) month periods by the community development director if he or she finds it is the best interest of the city and there are compelling reasons to do so. The applicant must petition for an extension, prior to the expiration of the original six (6) months, or an extension previously granted. An extension may be granted only if it is determined that it will not be detrimental to the city. If any of the fees charged as a condition of approval, including, but not limited to, inspection fees, impact fees, as well as the amounts the city uses to estimate bonds to ensure completion of improvements, have increased, the community development director, after receiving approval from the city manager may require that the bond estimate be recalculated and that the applicant pay any applicable fee increases as a condition of granting the extension.

5. Standards And Criteria: Development plan review shall be based on the following building and site design standards and criteria, which are formulated to achieve the intents and purposes of the mixed use districts in the short and long term. These standards and criteria shall be met unless an acceptable alternative is proposed that, upon review by the ~~city and the SPARC~~, better meets the intents and purposes of the area:

11-18-080: PROJECT MASTER PLAN:

C. Application And Submittal: The PMP shall be submitted to the community development department for review by the DRC ~~and the SPARC~~.

D. PMP Requirements: In addition to the submittal requirements set forth in any PMP rules and regulations adopted by the city, all PMPs shall include the following information:

3. Development Standards And Design Guidelines: Development standards and design guidelines shall be required for development in the mixed use districts. ~~These will be reviewed by the SPARC and may be approved as part of the PMP process.~~ The PMP may be approved without development standards and design guidelines, but these shall be approved prior to development plan approval for any development project within the PMP area.

F. Review Of PMP: Upon receiving a complete PMP application and pursuant to the distribution process set forth in the development plan review section of this chapter, the applicant shall deliver such applications and obtain comments from the DRC. ~~The community development department shall forward such applications to seek review and obtain comments by the site plan and architectural review committee (SPARC).~~

G. Recommendations: The DRC ~~and SPARC~~ shall prepare recommendations regarding the PMP based on criteria set forth herein and in the PMP rules and regulations. In response to a recommendation from any member of the ~~DRC or SPARC~~, the applicant may revise and resubmit the PMP to the DRC, ~~or the city if the recommendations are from the SPARC~~. The community development department shall obtain recommendations as set forth in the development plan review section of this chapter.

K. Major And Minor Amendments: An approved PMP may be amended at any time using the process set out herein, and may be amended simultaneously with the processing of a site plan application or a site plan amendment. The city planner/zoning administrator shall determine whether a proposed amendment is a "major" or "minor" amendment ~~and may seek a recommendation by the SPARC to make such determination~~. In order to initiate an amendment, the applicant shall submit to the city planner those PMP submission items that would change if the proposed amendment were approved. Review of applications for amendment shall be governed by those criteria set forth for a PMP. Approved amendments shall be recorded as set forth for a PMP.

1. Major Amendments: Major amendments shall be reviewed by the city ~~and the SPARC~~ and approved by the planning commission. Changes of the following types shall define an amendment as major:

a. To significantly modify or reallocate the allowable height, mix of uses or density of a development;

- b. To significantly alter the location or amount of land dedicated to parks, trails, open space, natural areas or public facilities;
- c. To significantly change the location of land use areas as shown on the original PMP;
- d. Any change from, or addition to, the PMP of a type that would require a PMP in a non-TMU district; or
- e. Modify any other aspect of the PMP that would significantly change its character.

2. Minor Amendments: Amendments that are not major amendments shall be termed "minor amendments" and shall be referred to the city planner/zoning administrator for review, who may also refer the application to ~~the SPARC and~~ other departments or agencies for comment using the process set out in this section. The city planner/zoning administrator shall approve, approve with conditions, or deny such amendment within twenty (20) calendar days after the date of applicant's submission of a complete application for amendment. Any person or entity aggrieved by the decision of the city planner/zoning administrator may appeal such decision as set forth in the development plan review section of this chapter.

H. Planning Commission Public Hearing: Upon receipt of a recommendation from the DRC, the planning commission shall hold a public hearing on the proposed project master plan. The planning commission shall approve, approve with conditions, continue the application for further study, or deny the PMP. For applications where the PMP is part of a Development Agreement, the Planning Commission shall make a recommendation to be forwarded to the City Council for review where an official approval or denial will be determined.

11-18-120: MASTER DEVELOPMENT GUIDELINES:

A. Requirements: The developer of each area of land that is designated and mapped on the Farmington City zoning map as a TOD mixed use districts shall prepare and submit master development guidelines (MDG) to be recorded against the property, which MDG shall define the standards for design within the district for architectural controls, open space, buildings, structures, landscaping, lighting, signs and similar external improvements. It is specifically contemplated that development throughout the entire TOD mixed use districts will meet certain development standards that are determined and adopted by the city to assure compatible, high quality development within the TOD mixed use districts, especially in regard to streetscape and landscaping elements, and that such development standards will be incorporated into the master development guidelines for each project. In addition to any other notice provisions set forth in the city ordinances or state law, the city shall be required to provide notice of all pending PMP approvals within a TOD mixed use district area to all property owners within the

same contiguous TOD mixed use district area or within the TMU area identified in the land use master plan to allow comment from such property owners regarding the consistency of any proposed project or master development guidelines with those development standards determined by the City to be applicable to all development within the TOD Mixed Use Districts.

B. Preparation; Submittal: The MDG shall be prepared by the developer and in all cases submitted to the City for review and comment ~~by the SPARC~~ before the City shall grant any approval for any improvements within any mapped zone district under the TOD Mixed Use Districts regulations. All construction in the TOD Mixed Use Districts shall comply with applicable MDGs and common area management plan (CAMP). The MDG and/or CAMP may contain specific lien and other enforcement provisions to ensure adequate compliance. Any requirement of an MDG or CAMP may be more restrictive or require a higher standard or quality than the TOD Mixed Use Districts regulations or development standards determined by the City to be applicable to all development within the TOD Mixed Use Districts.

CHAPTER 29 ANIMALS AND FOWL

11-29-030: GENERAL PROVISIONS:

E. ~~Location Of Accessory~~ Structures:

- i. Animals must be kept within an enclosed area or structure sufficient to contain the animals on site.
- ii. No animal shelter, hay barn, silo, equipment shed, storage building and similar accessory buildings to the agricultural use of land may be located closer than ten feet (10') to any side or rear boundary line.

CITY COUNCIL AGENDA



SUMMARY ACTION

1. Consideration of Interlocal Agreement with Davis County Storm Water Coalition
2. Interlocal Agreement with Davis County for provision of Fire/EMS services to abutting unincorporated county areas
3. Approval of Minutes
 - o July 21, 2026,
 - o August 4, 2026
 - o August 18, 2026
4. Monthly Financial Report for July 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Brent White – Storm Water Official
Date: September 1, 2026
Subject: **Interlocal Agreement DCSWC.**

RECOMMENDED MOTION

Move that the City Council approve the Interlocal Agreement with Davis County Relating to the Davis County Storm Water Coalition (DCSWC) thru May 11, 2031.

Findings:

1. Farmington City has been a contributing member of the Davis County Storm Water Coalition since it was formed in 2003 .
2. Every city is required by the federal government to create a storm water management plan to obtain a permit that covers all storm water activities within the city. This is called a Municipal Separate Storm Sewer System(MS4) permit. This interlocal agreement allows cities throughout Davis County to collaborate in their efforts in meeting the requirements of the MS4 permit.
3. The interlocal agreement forming the Coalition expires every five years, and the participating cities all agree that it should be renewed and effective until May 11th of 2031.

BACKGROUND

The United States Environmental Protection Agency (EPA) implemented the clean water act in 1972. As part of this act the National Pollutant Discharge Elimination System (NPDES) was implemented. As part of this program in 2003 Farmington City was required to obtain an MS4 permit to discharge storm water into waters of the State of Utah (all creeks, lakes, ponds in Farmington). There are six minimum control measures as part of the MS4 permit and DCSWC helps Farmington keep in compliance with a lot of those control measures. Some of the activities coordinated by the Coalition include: sending a storm water teacher to every 5th grade classroom in the county, holding a 4th grade water fair each year, producing educational materials for businesses and the public alike, offering contractor trainings, etc. The expenses of the coalition are shared based upon the census population data. Farmington City's obligation for FY2025-2026 was \$3,629. The Coalition dues has been budgeted in the storm water fund.

Respectfully submitted,



Chad Boshell
Assistant City Manager / City Engineer

Review and concur,



Brigham Mellor
City Manager

Supplemental Information

1. Interlocal Agreement.

**2026 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT**

THIS AGREEMENT (Agreement) is entered into this 8th day of September, 2026, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS (Parties).

WITNESSETH:

WHEREAS, the parties are "public agencies," and are authorized by the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its "Final Rule" setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the Permit; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.

2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.

3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit.

4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
 - i. Residents.
 - ii. Institutions, industrial and commercial facilities.
 - iii. Developers and contractors (construction); and
 - iii. Municipal Separate Storm Sewer System (**MS4**) owned or operated facilities.
- b. Use the Coalition as a county-wide committee to:
 - i. Train personnel.
 - ii. Create partnerships; and
 - iii. Obtain input and feedback from special interest groups.
- c. Annually contribute updated storm drain system information for county-wide mapping purposes.
- d. Jointly prepare and promote model ordinances, updates and standards that address:
 - i. Illicit discharges.
 - ii. Construction site storm water runoff; and
 - iii. Long-term storm water management.
- e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction **BMPs**.
- f. Jointly participate to develop draft Standard Operating Procedures.
- g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges.

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, May 11, 2031) and for an additional 120 days from the effective date of the renewal of the Permit by DWQ.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties, and it cannot be altered except in a written amendment which is signed by the parties.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann. § 63G-7-101, et seq.*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Each party shall be responsible and shall defend the action of its own employees, negligent

or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third-Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

[Signature Pages to Follow]

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF FARMINGTON

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Shelby Willis, Fire Chief
Date: Sept 1, 2026
Subject: **Interlocal Agreement with Davis County for provision of Fire/EMS services to abutting unincorporated county areas**

An interlocal agreement with Davis County that governs their payment for fire and EMS service in unincorporated areas is presented for your approval.

RECOMMENDATION(S)

Approve the agreement and pass the resolution authorizing the Mayor to execute it.

Proposed Motion Language: "I move that the Council approve of the Interlocal Cooperation Agreement for Fire Services, and authorize the Mayor to execute the agreement."

BACKGROUND

If you remember such events as the end of the Iran Hostage Crisis, the marriage of Prince Charles and Lady Diana Spencer, or the launch of MTV, you'll have a frame of reference for the length of the interlocal agreement we are proposing to replace tonight. Farmington (and other municipalities in Davis County) have provided fire service for unincorporated areas of Davis County under an interlocal agreement entered into in 1981. And while it has largely been effective at maintaining fire services for our neighbors in unincorporated areas, even the best of agreements need to be dusted off and updated occasionally.

The County has worked with all of the Davis County municipalities and fire districts to draft new interlocal agreements governing the fire and EMS service for perpetually shrinking unincorporated areas of Davis County. The draft before you is the culmination of that work.

In summary, the agreement obligates us to provide fire, hydrant maintenance, fire inspections, fire investigations and EMS service to all unincorporated areas within the areas listed in the agreement, which border both Farmington and Fruit Heights. Standards for firefighters and medics are established, and the agreement anticipates that other entities will need to respond on an auto aid basis on occasion. Compensation is determined by taking the taxable property value of the land serviced, and annually charging \$11.35 per \$10,000 of the combined value of unincorporated land served by the City. The agreement anticipates annual fee adjustments that will vary depending upon inflation and reductions in areas served due to annexation. It is a five-year agreement.

Respectfully submitted,

Shelby Willis

Shelby Willis
Fire Chief, Farmington City

Review and concur,

A handwritten signature in black ink, appearing to be 'Brigham Mellor', written in a cursive style.

Brigham Mellor
City Manager

RESOLUTION NO: 2026-__

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY AND FARMINGTON CITY FOR FIRE SERVICES**

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

WHEREAS, Farmington City has historically provided fire services to unincorporated portions of Davis County under a prior agreement; and

WHEREAS, Davis County and Farmington City are willing to enter into a new interlocal cooperation agreement governing the provision of Fire and EMS services to unincorporated areas surrounding Farmington City and Fruit Heights City; and

WHEREAS, the attached Interlocal Agreement will govern the provision of such services; and

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

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

Section 1: Approval. The City Council hereby approves the Interlocal Cooperation Agreement for Fire Services, attached to this Resolution as Exhibit A. The Mayor is authorized to execute the agreement.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 1ST DAY OF SEPTEMBER 2026.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

INTERLOCAL COOPERATION AGREEMENT FOR FIRE SERVICES

This Interlocal Cooperation Agreement for Fire Services (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and Farmington City, a municipal corporation of the State of Utah (the “City”), each individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties are authorized to enter into this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”), Subsections 11-7-1(2)(c) and (2)(d) of the Utah Code (2017), and Subsection 65A-8-202(4) of the Utah Code (2017);

WHEREAS, the County desires to contract with the City to receive fire services from the City as set forth in this Agreement; and

WHEREAS, the City desires to contract with the County to furnish fire services to the County as set forth in this Agreement.

Now, therefore, the Parties mutually agree as follows:

1. Purposes. The purposes of this Agreement include, but are not limited to, the following:

- 1.1. To memorialize the agreement between the City and the County relating:
 - 1.1.1. primarily to fire services for the properties identified in Attachment 1 of this Agreement, which is incorporated into this Agreement by this reference (the “Unincorporated Fire Service Area”); and
 - 1.1.2. secondarily to fire services outside of the Unincorporated Fire Service Area in situations and under circumstances such as those contemplated by Subsections 2.1.2, 2.1.8, or 2.4 of this Agreement;
- 1.2. To set forth in detail the extent of the fire services to be afforded by the City to the County under this Agreement; and
- 1.3. To set forth in detail the amount and method of payment to be made by the County to the City for the fire services under this Agreement.

2. Services.

- 2.1. *Fire Services.* The City, acting through the City’s Fire Department, agrees to satisfy the County’s fire duties governed by the following laws and agreements primarily for the Unincorporated Fire Service Area:
 - 2.1.1. Subsection 11-7-1(1)(a) of the Utah Code (2017), as amended, requiring the County to provide adequate fire protection within the County’s territorial limits;
 - 2.1.2. Subsection 11-7-1(1)(b) of the Utah Code (2017), as amended, requiring the County to cooperate with all contiguous counties, municipal corporations, private corporations, fire districts, state agencies, or federal governmental agencies to maintain adequate fire protection within their territorial limits;
 - 2.1.3. Subsection 17-72-301(1)(m) of the Utah Code (2026), as amended, requiring the County to extinguish fires occurring in the undergrowth, trees, or wooded areas on the public land within Davis County;
 - 2.1.4. Section 53-7-210 of the Utah Code (2001), as amended, requiring the County to, among other duties, investigate the cause, origin, and circumstances of each fire occurring in the County’s jurisdiction when property has been destroyed or damaged;
 - 2.1.5. Subsection 53-7-211(2) of the Utah Code (2025), as amended, requiring the County fire chief or fire marshal to cooperate in every possible way with the state fire marshal, the state fire marshal's deputy, and the state fire marshal's representative to further the purpose of the investigation;

- 2.1.6. Subsection 65A-8-202(1) of the Utah Code (2017), as amended, requiring the County to abate the public nuisance caused by wildfire on unincorporated, privately owned or County owned forest, range, watershed, and wildland urban interface lands within the County's boundaries;
- 2.1.7. Subsection 65A-8-202(3)(b) of the Utah Code (2017), as amended, requiring the County to ensure effective wildfire initial attack on unincorporated privately owned and County owned forest, range, watershed, and wildland urban interface land within the County's boundaries; and
- 2.1.8. cooperative or mutual aid agreements between the County and contiguous counties, municipal corporations, private corporates, fire districts, state agencies, or federal governmental agencies to perform fire services within their territorial limits, including, but not limited to, the current cooperative agreement between the County and the Utah Division of Forestry, Fire and State Lands ("FFSL").

Notwithstanding anything in this Agreement to the contrary, the City, acting through the City's Fire Department, agrees to perform fire services under this Agreement, but outside of the Unincorporated Fire Service Area, in situations and under circumstances such as those contemplated by Subsections 2.1.2, 2.1.8, or 2.4 of this Agreement.

2.2. *Changes to the Unincorporated Fire Service Area.*

- 2.2.1. The County and the City acknowledge and agree that during the term of this Agreement the properties identified in Attachment 1 to this Agreement may change for several possible reasons, including, but not limited to, because one or more properties is annexed to the City or an adjacent or nearby municipality or fire district.
- 2.2.2. The County, at least annually and with the reasonable assistance of the City, shall amend the properties identified in Attachment 1 to this Agreement, but only if changes to the Unincorporated Fire Service Area have recently taken place and are not accounted for under the most current version of Attachment 1 to this Agreement.
- 2.2.3. In conjunction with the County's actions under Subsection 2.2.2 of this Agreement, the County shall, with the reasonable assistance of the City, coordinate with the applicable dispatch center operating in Davis County ("Dispatch Center") to ensure: (1) the Unincorporated Fire Service Area is accurately identified within dispatch, mapping, and computer-aided dispatch systems; and (2) the applicable Dispatch Center dispatches the City's Fire Department, as the primary responding fire department, to incidents occurring within the Unincorporated Fire Service Area.

- 2.3. *Response to Dispatched Fire Incident.* The City, acting through the City's Fire Department, agrees to promptly respond to a fire, and provide the fire services identified in Subsection 2.1 of this Agreement, upon being notified of such fire by the applicable Dispatch Center.
- 2.4. *Inability to Respond to Dispatched Fire Incident.* The County and the City acknowledge that there may be situations when the City's Fire Department is unable to respond, after being contacted by a Dispatch Center, to a fire within the unincorporated area of Davis County because the City's Fire Department is already performing, or has already been requested to perform, fire services or other emergency services within the City's boundaries or possibly another municipality or county's boundaries. Notwithstanding Subsection 2.3 of this Agreement, the County and the City agree in these situations that the City will perform fire services or other emergency services within the City's boundaries or possibly another municipality or county's boundaries, and the applicable Dispatch Center will contact the next recommended fire department or fire district to respond to the fire, and provide fire services, within the unincorporated area of Davis County.
- 2.5. *Specific Wildland Training and Certification.* The City agrees that the individuals performing services under this Agreement will satisfy the minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, as determined by FFSL, including, but not limited to, NWCG S130 Firefighter Training, S190 Introduction to Wildland Fire Behavior, and

RT130 Annual Fireline Safety Refresher Training. In cases of newly hired firefighters, the City agrees that those individuals will satisfy these standards within one (1) year of hire.

- 2.6. *Specific Wildland Fire Equipment Standards.* The City agrees that its fire engines, water tenders, hand tools, and water handling equipment, which may be used in response to a wildland fire, meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.
- 2.7. *Fire Hydrant Maintenance.* The City, acting through the City's Fire Department, agrees to maintain in working condition all fire hydrants that are located within the unincorporated area of Davis County and served by the City's Fire Department under this Agreement.
- 2.8. *Reporting Fires to the Davis County Fire Marshal; Meeting with the Davis County Commission.* The City shall provide quarterly reports to the Davis County Fire Marshal regarding incidents occurring within the Unincorporated Fire Service Area. Upon reasonable request, City representatives may meet with the Davis County Commission, or its designee, to discuss services provided under this Agreement.

3. Specific Statutory Privileges, Immunities, and Provisions.

- 3.1. The Parties acknowledge and agree that, pursuant to Section 11-7-3 of the Utah Code (1957), "[A]ll the privileges and immunities from liability which surround the activities of any county or municipal corporation fire-fighting force or fire department when performing its functions within the governmental unit's territorial limits shall apply to the activities of that governmental unit's fire-fighting force or department while furnishing fire protection outside its territorial limits under any contract pursuant to Section 11-7-1."
- 3.2. The Parties acknowledge and agree that, pursuant to Section 11-7-4 of the Utah Code (2024), "[T]he effect of the death or injury of any firefighter who is killed or injured outside the territorial limits of the county or municipality where the firefighter is a member of the fire-fighting force or fire department and while that force or department is functioning pursuant to any contract made under Section 11-7-1 shall be the same as if the firefighter were killed or injured while that force or department was functioning within its own territorial limits, and the firefighter's death shall be considered in the line of duty."

4. **Compensation.** The County agrees to pay the City an annual fee for the services performed under this Agreement. The initial annual fee is based on a flat rate of \$11.35 per \$10,000.00 of unincorporated taxable property value serviced under this Agreement. Each subsequent year, the annual fee will be adjusted to reflect the following two factors: (1) inflation; and (2) land annexation. First, the annual fee will be adjusted for inflation using the CPI-U West Region index to account for rising costs. Second, if any portion of the unincorporated area serviced under this Agreement is annexed or incorporated into a municipality or fire district, the annual fee will be reduced by a corresponding percentage, based on unincorporated taxable property value. To illustrate the application of this formula, assume the unincorporated area serviced under this Agreement has an annual fee of \$50,656. If, in the following year, the CPI-U West Region index reflects 3% inflation and 2% of the unincorporated taxable property value is removed due to municipal or fire district land annexation, the new annual fee would be calculated as follows: $(\$50,656 \times 103\% \times 98\%) = \$51,132$.

5. **Effective and Termination Dates.** This Agreement is effective as of July 1, 2026. This Agreement terminates on June 30, 2031.

6. Early Termination of Agreement.

- 6.1. The Parties may mutually terminate this Agreement at any time. This termination may be accomplished through a written termination of this Agreement signed by an authorized representative of each of the Parties. The effective date of this termination is the latest date that the applicable written termination is signed by an authorized representative of each of the Parties.
- 6.2. Either Party may terminate this Agreement for convenience. This termination may be accomplished by one Party sending a written notice of termination of this Agreement to the other Party. The Agreement

will terminate 180 days after the applicable written notice of termination of this Agreement is effective under the notice provisions of this Agreement.

6.3. Either Party may terminate this Agreement after: (1) a material breach of this Agreement by the other Party; and (2) the other Party's failure to cure a material breach of this Agreement within 30 days after the applicable written notice of termination of this Agreement is effective. This termination may be accomplished by one Party sending a written notice of termination of this Agreement to the other Party. The Agreement will terminate 30 days after the applicable written notice of termination of this Agreement is effective under the notice provisions of this Agreement, but only if the breaching Party failed to cure a material breach of this Agreement within 30 days after the applicable written notice of termination of this Agreement is effective.

7. Indemnity. The Parties to this Agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code (the "Immunity Act"). Nothing in this Agreement shall be construed as either: (1) a waiver by either or both Parties of any rights, limits, protections or defenses provided by the Immunity Act; or (2) a waiver, with respect to third parties, of any governmental immunity to which a Party to this Agreement is otherwise entitled. Subject to and consistent with the Immunity Act, each Party shall be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between the Parties under this Agreement.

8. Recovery of Costs. Nothing in this Agreement shall prohibit the City or the County from pursuing recovery of firefighting, suppression, investigation, cleanup, or related fire service costs from any person or entity whose negligent, reckless, unlawful, or intentional conduct causes or contributes to a fire incident, to the extent Permitted by Utah law.

9. Notices. All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

Davis County Attn: Fire Marshal/Emergency Manager 851 W Clark Ln PO Box 618 Farmington, UT 84025	Farmington City Attn: Fire Chief 82 N 100 E Farmington, UT 84025
--	---

10. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law pursuant to Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party pursuant to Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Act.

11. Interlocal Agreement Provisions. This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.

12. Employment Status. Employees of the respective Parties remain the employees of that Party and do not acquire from any other Party any employment status, other employment right, or claim for wages or other benefits, including, without limitation, workers' compensation.

- 13. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 14. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 15. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, if any, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to the subject matter in this Agreement.
- 16. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 17. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 18. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 19. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

The Parties have signed and dated this Agreement on the dates listed below.

DAVIS COUNTY	FARMINGTON CITY
_____ Bob J Stevenson Chair, Davis County Board of County Commissioners Date:_____	By:_____ Print Name:_____ Title:_____ Date:_____
ATTEST: _____ Brian McKenzie, Davis County Clerk Date:_____	ATTEST: _____ Farmington City Recorder Date:_____
REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW: _____	REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW: _____
Authorized Attorney for Davis County	Authorized Attorney for Farmington City

ATTACHMENT 1

Properties within the Unincorporated Fire Service Area

#	<u>ParcelTaxID</u>	<u>TaxDistrict</u>	<u>TaxValue</u>	<u>TotValue</u>	<u>Acreage</u>	<u>ExmptSt</u>
1	70150029	90	5,000.00	5,000.00	1	TAXED
2	70150034	90	1,782.00	1,782.00	0.31	TAXED
3	70150035	77	2,763.00	2,763.00	0.51	TAXED
4	70150036	90	23,954.00	23,954.00	5.92	TAXED
5	70150037	77	55,482.00	55,482.00	15.359	TAXED
6	70150039	77	-	119,778.00	36.79	EXEMPT
7	70360004	90	145,099.00	145,099.00	5.91	TAXED
8	70360011	90	23,919.00	23,919.00	5.91	TAXED
9	70370001	77	-	339,413.00	120	EXEMPT
10	70580001	90	2,033.00	2,033.00	0.36	TAXED
11	70580032	77	28,637.00	28,637.00	7.25	TAXED
12	70580033	77	31,231.00	31,231.00	8	TAXED
13	70580034	77	31,231.00	31,231.00	8	TAXED
14	70580035	77	31,231.00	31,231.00	8	TAXED
15	70580036	77	31,231.00	31,231.00	8	TAXED
16	70580037	77	31,231.00	31,231.00	8	TAXED
17	70580049	90	-	91,078.00	0.36	EXEMPT
18	70580051	77	54,179.00	54,179.00	14.95	TAXED
19	70580052	77	54,275.00	54,275.00	14.98	TAXED
20	70580058	90	24,382.00	24,382.00	6.04	TAXED
21	70580069	90	10,055.00	10,055.00	2.21	TAXED
22	70580070	77	46,569.00	46,569.00	12.59	TAXED
23	70580071	90	16,509.00	16,509.00	3.88	TAXED
24	70580072	77	24,488.00	24,488.00	6.07	TAXED

#	ParcelTaxID	TaxDistrict	TaxValue	TotValue	Acreage	ExmptSt
25	70580074	90	6,257.00	6,257.00	1.29	TAXED
26	70580076	90	-	772.00	0.12	EXEMPT
27	70580080	90	32,206.00	32,206.00	8.284	TAXED
28	70580082	90	-	973.00	0.156	EXEMPT
29	70710022	77	6,672.00	6,672.00	1.3875	TAXED
30	70710024	77	16,958.00	16,958.00	4	TAXED
31	70710032	77	9,208.00	9,208.00	2	TAXED
32	70710033	77	9,208.00	9,208.00	2	TAXED
33	70710038	77	8,392.00	8,392.00	1.8	TAXED
34	70710039	77	1,211.00	1,211.00	0.2	TAXED
35	70710070	77	55,581.00	55,581.00	15.39	TAXED
36	70710074	77	1,474.00	1,474.00	0.25	TAXED
37	70710075	77	89,115.00	89,115.00	26.3	TAXED
38	70710095	77	131,599.00	131,599.00	40.938	TAXED
39	70710096	77	15,019.00	15,019.00	3.485	TAXED
40	70830002	90	-	96,183.00	28.68	EXEMPT
41	80790028	77	-	3,461,430.00	44.701	EXEMPT
42	80790033	77	172,120.00	552,340.00	1.087	TAXED
43	80790034	77	-	18,303.00	0.055	EXEMPT
44	80790035	77	-	21,897.00	0.087	EXEMPT
45	80790036	77	-	471,460.00	4.296	EXEMPT
46	80790038	77	-	1.00	0.63	EXEMPT
47	80790039	77	-	1.00	3.132	EXEMPT
48	80790041	77	-	3,570.00	1.373	EXEMPT
49	80790047	77	73,034.00	954,473.00	5.2558	TAXED
50	80790049	77	312,540.00	312,540.00	1.869	TAXED
51	80790054	77	284,642.00	284,642.00	1.436	TAXED

#	ParcelTaxID	TaxDistrict	TaxValue	TotValue	Acreage	ExmptSt
52	80790055	77	-	1.00	0.481	EXEMPT
53	80790057	77	-	2,274,281.00	34.082	EXEMPT
54	80790059	77	-	1,423,961.00	22.055	EXEMPT
55	80810016	77	-	149,389.00	6	EXEMPT
56	80810025	77	961,552.00	961,552.00	3.7	TAXED
57	80810026	88	-	1,114,522.00	5.8	STATE
58	80810047	88	-	66,144.00	46.68	STATE
59	80810048	77	330,300.00	330,300.00	2.2	TAXED
60	80810049	77	525,654.00	909,000.00	1.5	TAXED
61	80810053	77	-	626,209.00	60.72	EXEMPT
62	80810060	77	-	229,938.00	0.93	EXEMPT
63	80810061	77	-	389,395.00	233.59	EXEMPT
64	80810088	77	782.00	2,154.00	1.292	TAXED
65	80810089	77	154,277.00	2,586,706.00	31.015	TAXED
66	80810090	77	-	2,227,460.00	12.09	EXEMPT
67	80810097	77	-	445,023.00	5	EXEMPT
68	80810109	77	125,180.00	7,602,747.00	38.47	TAXED
69	80810110	77	-	1.00	5.247	EXEMPT
70	80810116	77	-	28,842.00	0.176	EXEMPT
71	80810117	77	229,464.00	899,144.00	9.86	TAXED
72	80810118	77	-	1.00	0.435	EXEMPT
73	80810119	77	1,233,925.00	1,233,925.00	4.582	TAXED
74	80810121	77	5,383.00	1,319,393.00	8.897	TAXED
75	80810127	77	-	245,464.00	1.242	EXEMPT
76	80810129	77	-	50,810.00	0.749	EXEMPT
77	80840001	88	-	37,200.00	1.86	EXEMPT
78	80840002	77	-	275,823.00	83.2	EXEMPT

#	ParcelTaxID	TaxDistrict	TaxValue	TotValue	Acreage	ExmptSt
79	80840004	88	-	106,621.00	63.96	EXEMPT
80	80850002	77	-	1.00	0.05	EXEMPT
81	80850008	77	-	72,858.00	43.706	EXEMPT
82	80850030	88	-	12,606.00	8.896	STATE
83	80850037	88	-	111,951.00	67.157	EXEMPT
84	80850047	77	-	1.00	8.397	EXEMPT
85	80850048	77	-	1.00	3.074	EXEMPT
86	80850049	77	-	1.00	0.24	EXEMPT
87	80850050	77	-	1.00	0.601	EXEMPT
88	80850061	77	-	1.00	6.326	EXEMPT
89	80850062	77	-	1.00	2.32	EXEMPT
90	80850076	77	1,034.00	557,200.00	85.723	TAXED
91	80850077	77	-	1.00	0.28	EXEMPT
92	80850078	77	-	64,955.00	1.436	EXEMPT
93	111160054	77	21,574.00	39,226.00	0.19	TAXED
94	111160055	77	15,989.00	29,070.00	0.09	TAXED
95	111160056	77	21,574.00	39,226.00	0.19	TAXED
96	111160078	77	127,792.00	232,350.00	0.45	TAXED
97	111170030	77	-	9,363,000.00	16.7	EXEMPT
98	111170031	77	-	6,351,000.00	9	EXEMPT
Total:			5,654,997.00			

DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES

July 21, 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,
City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,
City Planner/GIS Specialist Shannon
Hansell, and
Assistant City Manager/City Engineer Chad
Boshell.*

Mayor **Brett Anderson** called the work session to order at 6:04 p.m. **Brant Shumway**, a local high school student specializing in high quality drone footage, presented a video of Farmington City.

ANDREW HILLIER BUILDING ON 200 WEST DISCUSSION

City Manager **Brigham Mellor** mentioned that land near Horizon Credit Union and Farmington Elementary School is under contract with **Andrew Hillier**, who would like to proceed with development. The property is zoned Business Park (BP) for office space. A doctor's office, reception center, and outpatient surgical center were mentioned.

City Planner/GIS Specialist **Shannon Hansell** said buildings could be pulled closer to the street. The zone allows for parking between the building and the street. Because it is over 30,000 square feet, the Planning Commission would have to review the site plan. The 51-foot height of the building is another element to consider, as the maximum height in that zone is 45 feet. A special exception may be needed for the height, in addition to a conditional approval for parking setback.

Mellor said 200 West will not be widened as previously considered, and this proposal will never need a Right of Way on the west. He said the Utah Department of Transportation (UDOT) is not going out of its way to sell or vacate that Right of Way. Councilmember **Amy Shumway** said the greenway may come through and use part of that Right of Way.

Councilmember **Scott Isaacson** said he likes the proposed building, and the property across the street is in the same zone. **Hansell** mentioned that the Cubiscan building and Horizon Credit Union are comparable in height to the proposed building. **Isaacson** said if the 45-foot height limit can't be justified, the ordinance should be changed, especially if many seek an exception to the rule.

Councilmember **Roger Child** said height is stated in order to accomplish a level of density and construction of use. Since there are already buildings of this nature in the City, height is more about the parapet on top of the building as opposed to additional floors. He inquired about the parking ratio, light pollution to the east, and a towering feeling near residential if the building were pushed to the street. Besides that, he doesn't have a problem with the proposed building.

Hansell said the ordinance is not taking into account how wide the right of way is. The proposal has 120 parking stalls but is required to have 98. This is the last lot in the BP Zone that will be developed, unless future lots come up for redevelopment. Over the years, **Mellor** has heard of only two other competing interests for this site including a two-story dental office and County affordable housing.

INTERSTATE 15 (I-15) WIDENING GREENWAY DISCUSSION

Mellor said UDOT has recently asked for direction from the City Council on the use of Wasatch Front Regional Council funds. He would like to keep the north-south greenway connection vision alive. The 12-foot widening of Lagoon Drive is a precursor to the I-15 widening project, and other disjointed elements are to come. The trail on the outside of Boyer's Brickmoor project is the starting point of A trail system that is contemplated to go all the way to Fruit Heights.

Assistant City Manager/City Engineer **Chad Boshell** said this is a design-build project with UDOT, who creates the narrative of what the project should be before selecting a design-builder for the I-15 widening project. UDOT would like the project to be under construction next spring. Contractors are bidding a full reconstruction of the frontage road from South Park to 200 West complete with a lineal detention basin. Farmington would like a 12-foot wide sidewalk instead of 8 feet. UDOT is willing to design a narrower road with no on street parking in order for Farmington to get its path, as it would be more pedestrian-friendly and result in less road UDOT would have to build. The path could be finished all the way to Glovers Lane in the future using grants. **Hansell** said the Utah Trail Network standard is a minimum of 12 feet wide. A feasibility study showing detailed drawings until State Street and a line on the map after that should be done by the end of the summer. It will go to the Planning Commission before coming to the City Council for approval.

MAYOR AND COUNCILMEMBER REPORTS

Isaacson asked about the necessity of taking out trees for the sidewalk project on 500 South. He dislikes removing trees and hopes the City doesn't have to pay for trees that don't end up being removed. **Boshell** replied that they are removing some trees on the east side that was expanded to include a lot split on 200 East, but ensured that the City won't pay for work that wasn't done. The project will not go through the Bangerter's property at this time. He will make a site visit and avoid removing any trees unnecessarily.

Isaacson said he would like to keep an eye on Stack's contract, especially since deadlines are passing. He would like an update and said the City likely won't be unreasonable. **Mellor** said due to the adjustment affecting the jurisdiction of the Housing and Transit Reinvestment Zone (HTRZ), Stack would need to come back to renegotiate with the City Council. The tax increment deal does not exist anymore. He is aware of plans for a gas station and some restaurant pads, although he is not sure which restaurants they would be. The City should be choosy with which restaurants would be worthy of tax increment funding. He does not want Stack using tax increment money to go towards apartments going in on Wasatch's property.

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,
Recording Secretary Deanne Chaston,
City Planner/GIS Specialist Shannon
Hansell,
Fire Chief Shelby Willis, and
Youth City Councilmembers Taylor Meyers
and Kiley Kunz.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:07 p.m. Councilmember **Scott Isaacson** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Amy Shumway**. **Isaacson** mentioned the Davis Journal article about the Farmington Youth City Council. Festival Days was a success, including the fireworks. **Mayor Anderson** mentioned that starting the parade at 9 a.m. instead of 10 a.m. may be desirable in the future in order to avoid the heat of the day.

BUSINESS:

Amendments to Title 10, Building Regulations, enacting standards related to fire sprinkler systems in single family dwellings

City Planner/GIS Specialist **Shannon Hansell** presented this agenda item. This ordinance is in response to last year's State of Utah requirement for automatic fire sprinkler systems in homes under certain conditions. Prior to this, sprinklers were required in commercial buildings according to International Building Code, but sprinklers were not required in residential properties. With the help of the Fire Department and City Attorney, the Community Development and Building Department came up with two situations where sprinklers are required. Based on allowances or limitations identified in House Bill 48, Staff is recommending approval of the proposed ordinance that requires dwellings of any size built in high-risk areas (identified on the map in zones 5 or 6) or any new dwellings exceeding 10,000 square feet in total floor area (anywhere in Farmington City) to be built with an automatic sprinkler system. These are basically wildland interface areas in the foothills with high exposure areas. The Utah Division of Forestry, Fire & State Lands established the map and zones, identifying areas of high exposure for fire risk.

City Manager **Brigham Mellor** said that insurance companies threatened to stop insuring properties without such a change. Fire Chief **Shelby Willis** said some homes in Farmington are over 17,000 square feet in size. It takes 3,000 gallons of water per minute to fight a 6,000 square foot fire, and Farmington doesn't have enough water to handle things over that. Sprinklers help keep the fire to one area in order to allow people to evacuate.

Regarding an addition to an older home that doesn't have residential fire sprinklers, City Attorney **Paul Roberts** said sprinklers would only need to be in areas of expansion, not the older

part of the home. **Willis** said the State mentioned 50 feet of defensible space in lieu of a residential sprinkler system.

Councilmember **Roger Child** said he feels the requirement to put sprinkling systems in homes over 10,000 square feet, or in Accessory Dwelling Units (ADUs) within 50 feet of a fire hydrant, is excessive. He is more worried about fire dangers near Interstate 15 (I-15), power poles, and train tracks. The proposed regulations would apply to his neighborhood, and he doesn't predict any development going further up the east bench, since most of it is already built out. He doesn't want residents penalized for not putting fire sprinklers in an ADU or an addition above a garage, especially since doing so would affect housing affordability. If this is adopted, there would need to be an exception for ADUs. He would like to see the regulations consider distance from a Right of Way and fire hydrant.

Shumway said an ADU could catch the main dwelling on fire, or even a whole hillside on fire. **Isaacson** said Farmington should rely on the experts at Forestry, Fire & State Lands to identify high-risk areas. Councilmember **Melissa Layton** said that in a time when insurance companies have dropped insurance for several of her neighbors, this ordinance can help residents have access to insurance again. Councilmember **Kristen Sherlock** said there is a ripple effect when a home doesn't have insurance. **Mayor Anderson** mentioned that those who have a permit to build are already grandfathered in and don't have to follow this new language.

Child asked for exceptions based on physical criterion. **Willis** said fire hoses can reach 200 feet from a fire hydrant. **Isaacson** mentioned that the recent fires in California were spread by the wind blowing embers into other properties.

Mellor said these issues had already been considered, including complaints from a builder association lobbyist, before coming to an agreement. He pointed out that the City's building official used to be a fire fighter. Councilmembers should defer to the expertise on Staff, relying heavily on firefighters and the Chief who have done the training and are up to speed on all dangers. The fuel element is very real, as is the strength of the wind, particularly in Farmington. The lines on the map are not arbitrary; science went into it and the City does not have the resources to redraw the map. The Council could get into trouble if they set arbitrary rules. **Willis** said she does not want the authority to set the map, as it would put her in a dangerous position. **Roberts** said exceptions should be protected by facts.

Layton said that while this map gives the City tools to deal with just one area of town, there are other areas that are likewise high risk that should not be overlooked. **Child** said cottonwood tree seedlings in the spring time, trees in canyons, and wooded areas behind homes could cause more fire hazard than barren hillsides. In his own area, he is more worried about the possibility of flooding.

Youth City Councilmembers said it is better safe than sorry, and mitigation efforts should be embraced. Safety is more important than money.

Isaacson said he respects **Child's** opinion and concerns that affect his whole neighborhood. He would like to ask the Fire Department to investigate risks in other areas of the City such as Woodland Park. He agrees that power line areas should be considered, as should trees lining creek beds. He would like to know if his home were at high risk for fire.

Roberts said one area missing from the ordinance is designation of the five areas of the higher-risk interface areas for purposes of the City sprinkler section. There is a sixth area outside of the City boundaries.

Motion:

Child moved that the City Council approve the proposed enabling ordinance enacting the proposed text amendment related to fire sprinkler systems including Findings 1 and 2, with the exclusion of being within 200 feet of a paved right of way, applicable to a structure of 2,200 square feet and less.

Findings 1-2:

1. The amendment sets a clear standard and requirement for when automatic sprinkler systems are required within the bounds and parameters identified by state statute.
2. The ordinance will provide additional protection for life and property within the City.

The motion died for lack of a second.

Shumway said there are a lot of houses surrounded by trees, especially along Sunset Drive, and she is not convinced that ADUs and garages should not have sprinklers. She mentioned fuel in garages. **Sherlock** mentioned grenades stored next to diesel fuel in West Bountiful. **Mayor Anderson** said he was familiar with a home storing rocket fuel from Thiokol in their garage, which triggered a three-block evacuation.

Child mentioned that the biggest fire in Farmington was on the west side with phragmites, so maybe this should be enacted city-wide. **Isaacson** said it is city-wide for homes over 10,000 square feet. The Councilmembers should base their decisions on the professionals' designations of higher risk. The Chief has identified that a sprinkler system handles a public safety issue, making it so people have a chance to evacuate and fire fighters have a higher chance of getting into a building while it is on fire.

Motion:

Isaacson moved that the City Council approve the proposed enabling ordinance enacting the proposed text amendment related to fire sprinkler systems, incorporating Findings 1-2, designating areas 5 and 6 high-exposure areas are considered wildland urban interface area for purposes of the sprinkler ordinance, and striking the extraneous bracket of material in the ordinance.

Findings 1-2:

1. The amendment sets a clear standard and requirement for when automatic sprinkler systems are required within the bounds and parameters identified by state statute.
2. The ordinance will provide additional protection for life and property within the City.

Amended Motion:

Child proposed an amendment to **Isaacson's** motion including an addition that other areas of the City need to be addressed, not isolating a few neighborhoods. Other areas outside these zones need to be studied and addressed, including recommendations to improve fire safety throughout the City. **Shumway** said specific attention should be paid to creek areas such as Shepard Creek and Davis Creek.

Shumway seconded the amendment to the motion, encouraging Staff to look at other potential dangers throughout the City, especially the creek areas and Woodland Park, and come with a recommendation on proposed sprinkler areas. **Mayor Anderson** said a penalty should also be considered. **Sherlock** said she would like to table the issue and take more time on it.

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

The Motion to amend **Isaacson**'s original motion passed with a 3-2 vote.

Motion:

Layton seconded **Isaacson**'s original amendment, including **Child**'s amendment.

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

The motion plus the amendment passed with a 4-1 vote.

Mellor said the State set these boundaries. He advised the Council that upcoming discussions may be more impassioned and heated when the City sets their own guidelines separate from the State. **Roberts** said there was already tension and passion when the proposed language was prepared for the Council.

Shumway said she is reminded of the quote used by the Utah League of Cities and Towns that "one size misfits all."

Sidewalk Maintenance ordinance update

Hansell presented this agenda item adding some clarification text to Title 8 to support code enforcement efforts. Property owners must keep sidewalks abutting their property clear of anything that would obstruct pedestrian passage.

Motion:

Shumway moved that the City Council approve the proposed text amendment.

Finding 1:

1. This proposed text clarifies that a sidewalk must remain unobstructed and will aid in keeping the City's sidewalks clear for pedestrian use.

Layton 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
Councilmember Kristen Sherlock

X Aye ____ Nay
X Aye ____ Nay

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Surplus Property including a 2011 Ford F150.
- Item 2: Monthly Financial Report. **Isaason** noticed that the new park is at 116% of its budget. **Mellor** said that not including the cost of the land, the park expenses are at \$15 million, which was paid for from proceeds on the sale of City property off Glovers. He said \$3.3 million went toward the actual ground. This leaves \$1.5 million in cash left over that is supposed to be spent specifically on that park. Parks, storm water, and transportation impact fees were also applied. Some State transportation appropriations helped build sidewalks around the property. No Transfer of Development Rights (TDRs) or Recreation, Arts, and Parks (RAP) tax money was used. Every dime of the \$5.5 million of UDOT settlement money was used except for the \$1 million reserved for betterments, or trees along back yards. About \$1 million was used from the General Fund, but money paid from Rocky Mountain Power helped fill that gap. Farmington spent the entire contingency to finish the bridge going south as well as change out the pavers.
- Item 3: Approval of the City Council minutes for June 16, 2026

Motion:

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

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

Mayor Pro Tempore/Councilmember Amy Shumway
Councilmember Roger Child
Councilmember Scott Isaacson
Councilmember Melissa Layton
Councilmember Kristen Sherlock

X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay

GOVERNING BODY REPORTS:

City Manager Report

Mellor mentioned the Fire Department's invitation to climb to Cannibal on Sept. 11 to compare it to the height of the Twin Towers. Truth in Taxation will be held Aug. 18, and the Appreciation Dinner will be held Aug. 3. He noted recently meeting with Davis County Commissioner John Crofts.

Mayor Anderson and City Council Reports

Layton said Festival Days went well. She mentioned that the crosswalks along Maker Way are not lit. **Mellor** said he would look into it.

Isaacson said that while visiting the new park, he noticed a muskrat swimming. He wondered if something could be done to invite the public to identify and interact more with the nature and wildlife on that side of the park.

Child said some parents are concerned with additional traffic and the lack of crossing guards with the new interchange coming through west of Knowlton. **Shumway** said that since Park Lane is now open, traffic will diminish greatly. In addition, students under the underpass are bussed to school, so they don't have to walk home. **Child** said that due to lack of bus drivers, that route will take an additional 30 minutes and many students will not want to wait that long.

Shumway noted the confusion with bike lanes where two vehicular lanes at Shepard Lane turn north onto North Station going north on I-15. The bike lane may need to be fixed and painted green for better visibility. **Mellor** said some striping tweaks are needed there like they were on Park Lane.

Sherlock mentioned a section of road lacking sidewalks on 1525 West where it bends into Cook near the trail. Children of the Spring Meadow neighborhood have to walk in the street on the west side of the Denver and Rio Grande Western (D&RGW) Rail Trail. **Mellor** said it is unusual topography there, and the City has hired an engineer. They are now waiting on final drawings and budgeted \$70,000 to do the sidewalk, so it is funded and will be finished before next summer. The power line and guide wire need to be worked around.

Mellor also mentioned that Farmington is waiting for funding and the finalized park design before putting landscaping along the back of the houses and in the roundabout near the future All Wheels Park. UDOT is still finalizing funding sources, and the City doesn't have construction drawings yet. The School District is on board with the parking lot change, but wants to ensure fencing is put in the correct spot.

ADJOURNMENT

Motion:

Shumway made a motion to adjourn the meeting at 8:55 p.m.

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

Mayor Pro Tempore/Councilmember Amy Shumway
Councilmember Roger Child
Councilmember Scott Isaacson
Councilmember Melissa Layton
Councilmember Kristen Sherlock

X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay

DeAnn Carlile, Recorder

DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES

August 4, 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,*

*City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,
Community Development Director Lyle
Gibson,
City Planner/GIS Specialist Shannon
Hansell, and
Assistant City Manager/City Engineer Chad
Boshell.*

Mayor **Brett Anderson** called the work session to order at 6:00 p.m.

DEVELOPMENT CONCEPT DISCUSSION WITH OVATION HOMES

City Manager **Brigham Mellor** introduced **Craig Jacobson**, president of Ovation Homes, who described an active adult 55+ home project he would like to bring to Farmington. Ten years ago, they developed the property north of Oakridge off north frontage road and they have been looking to develop another similar community ever since. After going through every document from prior years, they met and spoke separately with Councilmembers to get feedback, which eventually sent them back to the drawing board to produce half-acre lots, larger than previously contemplated. Councilmember **Roger Child** had suggested a road next to the existing large estate lots should they choose to subdivide in the future. The result is a reduction in density with 1.76 units per acre, which would create less traffic and eliminate commercial activity for good, subject to a Development Agreement.

Jacobson said there are only 3,000 acres of developable land left in Davis County, and this would represent 51 of those acres. These would be homes valued at over \$1 million, something that would not devalue the surrounding neighborhood. He said an active adult community typically has less traffic than other types of development. The Fair Housing Act allows discrimination to sell communities to ages 55 and older as long as certain statute requirements are met. He said age-restricted communities are legally allowable, and it is how his company has operated for 30 years. He believes the demand for an active adult community would be high in Farmington.

Mellor said all lots would be over 1/3 of an acre. Community Development Director **Lyle Gibson** said this is 90 units, while an earlier rendition from Cole West for this same property was 180 units (or four units per acre).

Councilmember **Scott Isaacson** said he agrees that eliminating commercial is beneficial in that area. He mentioned the ground water issue in the area, and advised **Jacobson** to be prepared for comments about this from the neighbors. The North Davis Corridor has created a dike, so ground

water tends to pool in that area, and the developer has to be prepared with solutions. CW's density was too high, and **Isaacson** likes this proposal better.

Jacobson said the homes would be slab on grade with no basements.

Councilmember **Kristen Sherlock** said she lives in this area, and her neighbors want their aging parents to move closer to them. Therefore, this is a good fit for the area. Councilmember **Amy Shumway** said this is a product missing in Farmington, and she predicts people will want it.

Child advised the developer to visit with his neighbors in an effort to appease them with an opportunity to stub a road at an affordable price. **Isaacson** said he is surprised that the neighbors don't seem to be interested yet in the proposed rear road.

NOISE ORDINANCE REVISIONS

City Attorney **Paul Roberts** presented this agenda item, saying he and the police chief often get calls about noise from animals such as roosters, peacocks, and dogs, as well as habitual partyers up until 2 a.m. These complaints are hard to manage with an ordinance that is hard to enforce. Measuring noise with decibels is hard to prove in court. Some cities have detailed noise ordinances but lack the equipment to actually measure noise.

Therefore, **Roberts** is proposing changes to Farmington's ordinance to make it easier for officers to enforce. He has proposed creating standards such as what a standard person would think about noise that is audible at the property line.

However, dog noise is something that is more difficult and something he has been dealing with his whole career. You have to catch the dog barking, record it, and keep a log, which tends to make dog owners angry and complainers feel the City has done nothing about it. Animal control calls the County to investigate dog barking.

Roberts said noise is subjective and if there are complaints about stereo noise through a shared wall, the City isn't going to get involved. The apartment manager, landlord, or Homeowner's Association can handle it instead. State codes addressing disturbing the peace, disorderly conduct, and domestic violence may be better ways of enforcing certain noise complaints. He said it may be helpful to define excessive noise and the hours when such shouldn't occur.

Councilmembers agreed to take animals out of the City's noise ordinance for now, because the code can always be changed in the future. **Roberts** said he will present a draft to the Planning Commission and have this item back before the City Council in a few months.

DISCUSSION OF REGULAR SESSION ITEMS UPON REQUEST

Mellor said the City didn't budget for the Farmington Creek Trail project, so it will have to be addressed through a budget amendment since Farmington is on the hook to match half the grant. Money spent on design can go toward the City's contribution. Farmington should expect to spend \$108,000, or as much as \$120,000 including the bridge, payable out of the General Fund. **Gibson** said he would guess that only \$70,000 would come out of Farmington's pocket.

Isaacson said he has some non-substantive technical corrections to the contract, which he will send to Assistant City Manager/City Engineer **Chad Boshell**. This includes \$500 a day in liquidated damages, which is rather high for a contract this small. **Boshell** said the contract needs corrections to the time frame.

MAYOR ANDERSON & CITY COUNCIL REPORTS

Councilmember **Melissa Layton** said that the Communities That Care will come during a work session in September.

Councilmembers discussed an email from a resident concerned with the lack of police presence to monitor vehicle use of the canyon, as well as Davis Behavioral Health wanting a venue for an after-school program encouraging youth to get in the outdoors. **Mellor** suggested using the Rock Mill area instead of the requested Woodland Park.

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,
Recording Secretary Deanne Chaston,
Community Development Director Lyle
Gibson, Police Chief Austin Anderson, and
Assistant City Manager/City Engineer Chad
Boshell.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:07 p.m. Councilmember **Mayor Anderson** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Kristen Sherlock**.

PRESENTATION:

Police Department Advancement Recognition

Police Chief **Austin Anderson** said there are benefits to the recent restructuring approved by the City Council. The restructuring presented opportunities for promotion. He presented Assistant Chief **Brian Cooper** who introduced the advanced officers.

Lieutenant **Adam Hansen** lives in Farmington, said he lost both sleep and weight during the rigorous advancement process. He grew up in Farmington and is now raising his children here.

Lieutenant **Cameron Fairchild** had been a captain in Louisiana before coming to Farmington. During his 20 years in law enforcement, he worked 15 years in Louisiana, followed by Layton and then Farmington.

Sergeant **Chris Flitton** was an acting sergeant for 9 months, after which his promotion was natural and obvious. He was in investigations, internet crimes against children, and human trafficking before supervising other detectives. His parents live in Farmington, where he has worked for 10 years.

Before coming to Farmington two years ago, Sergeant **Chandler Poulsen** worked for the busiest precinct in Ogden for five years. He brings a unique set of skills and talent. He was hired into

investigations, where he proved his work ethic and drive, taking special care for sensitive cases. Through the testing process, he showed his desire to be named sergeant.

BUSINESS:

Consider MC Green and Sons, Inc. for the lower Farmington Creek Trail Project

Assistant City Manager/City Engineer **Chad Boshell** presented this agenda item, a grant to build the lower trail to Farmington Creek. Hiccups with DOGE stalled this for a long time. While two grants equal almost \$250,000, Farmington is obligated to a 50% match that has not yet been budgeted. It would require a \$120,000 budget amendment, which may be partially covered with a grant. MC Green has experience with federal projects and has built other improvements in town. Councilmember **Amy Shumway** promised that this portion of the trail will get used a lot.

Motion:

Shumway moved that the City Council approve contract and the bid from MC Green and Sons, Inc. for the construction of the Lower Farmington Creek Trail in the amount of \$166,216.68, With the option of constructing a bridge in the amount of \$52,500.70, totalling \$218,717.38.

Councilmember **Melissa Layton** 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

Enactment of Modreate Income Housing Report Requirements

The Planning Commission recommended approval of this agenda item presented by Community Development Director **Lyle Gibson**. Farmington is starting to get things built that require moderate income housing, and the City needs a place to receive data and follow through with it. While the City has been doing this through agreement so far, it is good to codify the requirements for easy reference. This would require annual developer reports and could result in penalties if they are not done. Deed restrictions are timed for 30 years. The 30 unit at The Trail apartment project will be deed restricted.

Layton said this makes a lot of sense, and **Shumway** said she likes that the City doesn't have to go and ask, but rather expect the developer/owner to come to the City each year. She said it would be wise to report the number of years they have left each year. **Gibson** said a form could be created and maintained in City files, complete with number of year left.

Motion:

Councilmember **Roger Child** moved that the City Council approve the proposed enabling ordinance enacting the proposed text amendment related to moderate income housing reporting requirements.

Finding 1:

1. The additional code clarifies the reporting process and establishes uniform expectations for all development.

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

Resolution for the sale of UDOT parcels 2876, 2892, 2902, 2919, 2958, 2992, and 3134 right-of-way needed for the expansion of I-15

City Manager **Brigham Mellor** presented this agenda item featuring parcels/little strips of land along the frontage road that are being impacted by the widening of Interstate 15. It involves the purchase of the property, buying trees, and paying for landscaping and irrigation lines. The improvements for the impacted park are not included. UDOT acquiesced to the \$1 million Farmington asked for. Two large lights meant to illuminate the whole field at night were replaced for a total of \$300,000. UDOT is willing to do greenway improvements, give the City the \$1 million previously mentioned, as well as 15 acres of land out west.

Motion:

Isaacson moved that the City Council approve resolution for sale of UDOT parcels 2876, 2892, 2902 & 2919 (these two are in the same contract), 2958, 2992, and 3134 as references in the contract legal descriptions for right-of-way and easements needed for the expansion of I-15.

Child 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

GOVERNING BODY REPORTS:

City Manager Report

Mellor said during a recent work session regarding the fifth fifth local option sales tax with the Davis County Commissioners, it was presented that cities could get 0.05% of the sales tax to benefit transportation. Weber and Salt Lake Counties have already approved it. This means Farmington could receive \$328,000 based on \$1.49 million in taxable sales in 2025.

Farmington's third quarter money is paying for Main Street, the connector road between I-15 and West Davis Corridor, and roads in West Farmington. The next application is for Glovers Lane.

Mellor would like to send a message to the Commissioners that Farmington supports increasing the sales tax. The City is interested in paying for public safety, especially at Lagoon where many come to visit but don't contribute to the tax base that would usually provide revenue for public safety. This could be leverage with all who visit Lagoon to help pay for Farmington roads.

Mellor said this may help reduce Farmington’s transportation utility fee. Councilmembers expressed support of drafting a letter expressing Farmington’s support.

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 7:47 p.m.

Sherlock 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

DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES
held via Zoom and at City Hall, 160 S. Main, Farmington, Utah
August 18, 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,
Recording Secretary Deanne Chaston,
Finance Director Levi Ball,
Assistant City Manager/City Engineer Chad
Boshell, and
Youth City Councilmembers Traden Buchi
and Emma Barber.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:00 p.m. City Manager **Brigham Mellor** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Melissa Layton**.

PUBLIC HEARING:

Public hearing regarding the proposed FY 2027 property tax increase

Finance Director **Levi Ball** presented this agenda item. Truth in Taxation is simple by design, so there will be no other items on the agenda. The budget process started in January, and now is the community's opportunity to speak to their concerns about the proposed tax increase. The proposed 4.99% property tax increase would generate \$285,108 in new revenue to pay for three firefighters, which would fulfill a huge need the City has as it grows further west across the freeway. It will cost the owner of an average \$790,000 home an additional \$32.58 annually, and the owner of a \$790,000 business an additional \$59.25 annually. Farmington is proposing the second lowest tax rate in Davis County.

Mayor Anderson opened the Public Hearing at 7:04 p.m.

Olivia King has lived in Farmington for 50 years. She is being priced out of paradise after being an active part of the community. She said it is difficult living on Social Security, and she wishes there was something to help senior citizens. She said the write-up in the newsletter was well done, but it didn't catch enough people's attention.

Helen Perkins has lived in Farmington for 70 years and wanted to know what this increase would go towards. **Mayor Anderson** said we used to have 29 police officers in the City, but now it only has 27.

Jeff Tolman said he has lived in the City for 39 years and wondered how many calls Farmington police respond to at Lagoon. Farmington residents on tight budgets don't want to suffer because of the tourists coming into the City. He asked if taxes are reduced when bonds retire.

Kevin Tolman asked about the allocation of fire fighters in Farmington, especially because Farmington has a lot of county facilities, the Western Sports Park, and Lagoon. Is there a long-term plan for how to pay for services to these non-City facilities?

Mayor Anderson closed the Public Hearing at 7:11 p.m.

Mayor Anderson said that Lagoon is Farmington's single highest paying taxpayer. The City has an agreement with Lagoon that the amusement park pays for an officer year-round even though they only use those services half of the year. Therefore, Farmington is the beneficiary of that contractual agreement. Lagoon is not a disproportionate user of City fire and paramedic services.

Mellor said Farmington collects for ambulance services if they transport anyone, including from Lagoon. The reality is that only 50% of ambulance bills get paid after collecting from insurance.

Mayor Anderson said that in cooperating for mutual aid with surrounding cities, Centerville and Kaysville help Farmington more than Farmington helps them. It is unfair to the citizens of those cities to have Farmington freeloader off their services. It is anticipated that the commercial and office growth north of Cabela's will generate enough property tax revenue to continue to support the fire station. The City is in the process of purchasing a new fire truck, and it is shocking how expensive they are and how long they take to order. Expenditures are getting larger and must be dealt with in continual small steps.

Layton said City Staff has done a deep dive into budgetary line items to try to save the City money. The practice of sending City employees to the prison to do blood draws they don't get paid for has now stopped. Farmington now charges for this, and the demand has since greatly reduced. The new Fire Chief has been very proactive in protecting City resources.

Mellor said that after a year of monitoring, the WSP doesn't call upon City emergency services very often. The most frequent call is for keys locked in a car. However, Staff will continue monitoring the situation.

Councilmember **Roger Child** said it is a serious issue when residents feel that they are getting priced out of their homes. Neighborhoods like his own are growing older, and people feel locked into their homes without the ability to downsize. Therefore, they have to maintain large homes on fixed incomes while still continuing to pay property taxes. The County offers a tax deferral solution that is recorded against title deeds, which ensures the property taxes will get paid for once it is sold. He encouraged people to apply for this tax deferral.

Councilmember **Kristen Sherlock** encouraged residents over the age of 62 to apply for the Circuit Breaker program. This provides a better tax rate until their home is sold. City Attorney **Paul Roberts** said there is a Circuit Breaker program on both the City and County levels.

Mayor Anderson said that he recently learned that Utah is one of only eight states that taxes Social Security and Veterans Affairs (VA) benefits, something the State Legislature is considering doing away with. He encouraged residents to reach out to their legislators about this issue.

Councilmember **Scott Isaacson** said fire fighters don't just put out fires, but they are also emergency medical providers. The City keeps statistics on how long response times are, and they need to improve in Farmington.

Not all bonds are the same, as some are associated with a certain revenue stream. **Ball** said the City has had two bonds drop off lately, leaving only the bond for the gym with its own separate line item, tax rate, and \$394,000 bond payment.

Youth City Councilmember **Traden Buchi** said the City should support the fire fighters. With calls coming in from Lagoon and the WSP, it is difficult, especially with the City moving further out west. There is a lot of ground to cover. Youth City Councilmember **Emma Barber** agreed, saying the City is expanding and therefore has more emergencies.

Mayor Anderson said there has historically been a lot of burden placed on Farmington for services needed by the entire County. For example, there used to be a receiving center next to the junior high where police and fire were often called to in order to transport those needing emergency services. This would result in 200 calls per year. It can be a curse being the County seat. Farmington is managing with being stretched thin, but this tax increase will help them better manage.

Mellor said every year or two, an insurance company actuary will conduct an insurance audit, considering police, building, and fire department response times and success in recovering stolen property. The results determine homeowners' insurance for that City. Property taxes provide a constant revenue, which is directed to police. Farmington pays into an insurance pool that provides resources to pay for unexpected incidents. If the City does not keep up to certain expected standards, the insurance pool will deny coverage. So, it is paid for one way or another: quality service or insurance and liability losses.

Child said Farmington is conservative and well managed, boasting a perfect bond rating of A+. This rating is very favorable when considering loans. A large daily population comes through Farmington, which is between three freeways, two interchanges, and a light rail station.

Mayor Anderson said Lagoon can have up to 20,000 people daily, and Station Park and the WSP also bring in people, which can result in up to 35,000 extra people in the City on a given day. So, Farmington is more than just a city of 28,000. He hopes the future development of Station Park and the office park will create property tax revenue to pay for Farmington's needs. The budget process starts at the beginning of the year when departments make funding requests, at least half of which are usually denied. He said departments make due with what they have. **Layton** said the fire department puts up and paints their own walls.

BUSINESS:

Consider Resolution Adopting the Final Tax Rate

Ball said that the new legislation suggested that two different resolutions be adopted by the City Council.

Motion:

Issacson moved that the City Council approve a resolution (PT-800) to formally adopt the certified tax rate of 0.001581 as shown in the Staff Report.

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

Mayor Pro Tempore/Councilmember Amy Shumway
Councilmember Roger Child

X Aye ____ Nay ____ Excused
X Aye ____ Nay ____ Excused

Councilmember Scott Isaacson
Councilmember Melissa Layton
Councilmember Kristen Sherlock

X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused

Consider Resolution Adopting the Final Budget

Motion:

Isaacson moved that the City Council approve a Resolution to Adopt the Fiscal Year 2027 Final Municipal Budget presented in the schedules (attached to Staff Report) which include an additional \$285,108 of property tax revenue generated from a property tax increase.

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

Mayor Pro Tempore/Councilmember Amy Shumway
Councilmember Roger Child
Councilmember Scott Isaacson
Councilmember Melissa Layton
Councilmember Kristen Sherlock

X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 8:01 p.m.

Mayor Pro Tempore/Councilmember Amy Shumway
Councilmember Roger Child
Councilmember Scott Isaacson
Councilmember Melissa Layton
Councilmember Kristen Sherlock

X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused
X Aye ☐ Nay ☐ Excused

DeAnn Carlile, Recorder



160 S Main
Farmington Utah 84025

City Council Staff Report

To: Honorable Mayor and City Council

From: Levi Ball, Finance Director

Date: September 1, 2026

SUBJECT: **JULY 2026 MONTHLY FINANCIAL REPORT**

RECOMMENDATION

Review the monthly financial report included in the packet. As always, staff is ready and willing to discuss any questions you may have.

BACKGROUND

The Uniform Fiscal Procedures Act for Utah Cities in Utah State code 10-6-148 requires that monthly summary financial reports be presented to the governing body.

SUPPLEMENTAL INFORMATION

1. Farmington City Monthly Financial Report

Respectfully submitted,

Levi Ball
Finance Director

Review and concur,

Brigham Mellor
City Manager

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget	Comments
GENERAL FUND				
General Fund Revenues				
REVENUE				
Taxes Received - Sales Tax	641,700	8,075,000	8%	1 out of 12 months included
Taxes Received - Property Tax	26,688	5,834,277	0%	The majority of property tax is received in December
Taxes Received - Various Other	219,636	2,270,000	10%	
Charges for Services Revenue	15,740	446,200	4%	
Cost Sharing, Contributions Received	16,689	227,000	7%	
Financing Proceeds	-	-	0%	
Intergovernmental	135	560,309	0%	
Licenses, Permits, Fees Received	80,929	1,017,100	8%	
Misc Revenue	10,478	225,878	5%	
Interest Earnings	4,582	175,200	3%	
Investment Fair Value Adjustments	-	50,000	0%	
Transfers In	-	280,000	0%	
General Fund Revenues Total	1,016,577	19,160,964	5%	
GF - Administrative Department				
EXPENDITURE				
Payroll	(75,650)	(556,893)	14%	
Supplies & Services	(223,184)	(811,354)	28%	
Capital Outlay	-	(6,000)	0%	
Debt Service, Lease Payments	(33,577)	(108,600)	31%	
Transfers Out	-	(2,402,000)	0%	\$1.8m Recreation; \$450k Equipment; \$152k Street
Grants, Contributions by City	-	-	0%	
GF - Administrative Department Total	(332,411)	(3,884,847)	9%	

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget
GF - City Manager & Econ. Dev.			
EXPENDITURE			
Payroll	(42,108)	(338,262)	12%
Supplies & Services	(1,000)	(64,810)	2%
Capital Outlay	-	-	0%
GF - City Manager & Econ. Dev. Total	(43,108)	(403,072)	11%
GF - Community Development Department			
EXPENDITURE			
Payroll	(112,982)	(905,296)	12%
Supplies & Services	(20,109)	(362,535)	6%
Capital Outlay	-	-	0%
GF - Community Development Department Total	(133,091)	(1,267,831)	10%
GF - Engineering Department			
EXPENDITURE			
Payroll	(24,341)	(256,185)	10%
Supplies & Services	(5,328)	(52,450)	10%
Capital Outlay	-	-	0%
GF - Engineering Department Total	(29,668)	(308,635)	10%
GF - Fire Department			
EXPENDITURE			
Payroll	(359,936)	(3,074,398)	12%
Supplies & Services	(21,719)	(429,811)	5%
Capital Outlay	-	(30,000)	0%
GF - Fire Department Total	(381,655)	(3,534,209)	11%

Comments

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget
GF - Legal			
EXPENDITURE			
Payroll	(47,285)	(360,704)	13%
Supplies & Services	(21,121)	(172,570)	12%
Capital Outlay	-	-	0%
GF - Legal Total	(68,406)	(533,274)	13%
GF - Legislative Department			
EXPENDITURE			
Payroll	(7,597)	(91,122)	8%
Supplies & Services	(22,023)	(74,000)	30%
GF - Legislative Department Total	(29,619)	(165,122)	18%
GF - Parks & Cemetery Department			
EXPENDITURE			
Payroll	(164,789)	(1,158,255)	14%
Supplies & Services	(29,555)	(573,150)	5%
Capital Outlay	-	(15,000)	0%
GF - Parks & Cemetery Department Total	(194,344)	(1,746,405)	11%
GF - Police Department			
EXPENDITURE			
Payroll	(613,371)	(5,312,594)	12%
Supplies & Services	(95,978)	(950,432)	10%
Capital Outlay	-	-	0%
GF - Police Department Total	(709,348)	(6,263,026)	11%

Comments

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget
GF - Streets Department			
EXPENDITURE			
Payroll	(105,887)	(782,931)	14%
Supplies & Services	(14,339)	(352,410)	4%
Capital Outlay	-	(10,000)	0%
GF - Streets Department Total	(120,226)	(1,145,341)	10%

Comments

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget
SPECIAL REVENUE (RDA) FUNDS			
20 - US89 RDA			
REVENUE			
Taxes Received - Property Tax	-	-	0%
Sale of Assets	-	-	0%
Interest Earnings	-	7,500	0%
Investment Fair Value Adjustments	-	-	0%
Transfers In	-	-	0%
REVENUE Total	-	7,500	0%
EXPENDITURE			
Payroll	-	-	0%
Supplies & Services	(1,000)	(37,000)	3%
Capital Outlay	-	-	0%
Debt Service, Lease Payments	-	-	0%
Transfers Out	-	-	0%
EXPENDITURE Total	(1,000)	(37,000)	3%
20 - US89 RDA Total	(1,000)	(29,500)	3%
22 - Station Park RDA			
REVENUE			
Taxes Received - Property Tax	-	-	0%
Interest Earnings	-	7,500	0%
Investment Fair Value Adjustments	-	-	0%
REVENUE Total	-	7,500	0%
EXPENDITURE			
Supplies & Services	-	-	0%
Capital Outlay	-	(3,000)	0%
Transfers Out	-	-	0%
Grants, Contributions by City	-	-	0%
EXPENDITURE Total	-	(3,000)	0%
22 - Station Park RDA Total	-	4,500	0%

Comments

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget
DEBT SERVICE FUNDS			
30 - RAP Tax Bond			
REVENUE			
Taxes Received	62,400	740,000	8%
Interest Earnings	-	-	0%
Investment Fair Value Adjustments	-	-	0%
REVENUE Total	62,400	740,000	8%
EXPENDITURE			
Supplies & Services	-	-	0%
Debt Service, Lease Payments	-	-	0%
Transfers Out	-	(737,250)	0%
EXPENDITURE Total	-	(737,250)	0%
30 - RAP Tax Bond Total	62,400	2,750	2269%
35 - Park G.O. Bond			
REVENUE			
Taxes Received - Property Tax	3,992	409,000	1%
Interest Earnings	2	-	0%
Investment Fair Value Adjustments	-	-	0%
REVENUE Total	3,993	409,000	1%
EXPENDITURE			
Supplies & Services	-	(1,137)	0%
Debt Service, Lease Payments	-	(407,863)	0%
Transfers Out	-	-	0%
EXPENDITURE Total	-	(409,000)	0%
35 - Park G.O. Bond Total	3,993	-	0%

Comments

GO Bond debt service for Gym/Park - Ends 2035

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget	Comments
CAPITAL IMPROVEMENT FUNDS				
11 - Class C Roads				
REVENUE				
Taxes Received	58,500	750,000	8%	Local Option Transportation Sales Tax
Charges for Services Revenue	-	-	0%	
Financing Proceeds	-	-	0%	
Intergovernmental	-	1,310,000	0%	Class C Road funds from UDOT
Interest Earnings	-	40,000	0%	
Investment Fair Value Adjustments	-	-	0%	
REVENUE Total	58,500	2,100,000	3%	
EXPENDITURE				
Payroll	(11,578)	(79,229)	15%	
Supplies & Services	(403)	(347,000)	0%	
Capital Outlay	-	(1,247,000)	0%	\$1m Road Overlays; \$220k Routine Street Maintenance
Transfers Out	-	-	0%	
EXPENDITURE Total	(11,981)	(1,673,229)	1%	
11 - Class C Roads Total	46,519	426,771	11%	
37 - Capital Improvement - Gov Buildings				
REVENUE				
Charges for Services Revenue	-	-	0%	
Devel/Impact Fees Received	39,853	583,006	7%	Police Impact Fees
Financing Proceeds	-	-	0%	
Misc Revenue	-	-	0%	
Interest Earnings	-	70,000	0%	
Investment Fair Value Adjustments	-	-	0%	
Transfers In	-	22,500	0%	
REVENUE Total	39,853	675,506	6%	
EXPENDITURE				
Supplies & Services	-	-	0%	
Capital Outlay	-	(459,000)	0%	
Transfers Out	-	-	0%	
EXPENDITURE Total	-	(459,000)	0%	
37 - Capital Improvement - Gov Buildings Total	39,853	216,506	18%	

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget	Comments
38 - Capital Improvement - Streets				
REVENUE				
Charges for Services Revenue	-	-	0%	
Cost Sharing, Contributions Received	-	350,000	0%	West Davis Corridor betterment money from UDOT
Devel/Impact Fees Received	89,615	1,855,407	5%	Transportation Impact Fees
Financing Proceeds	-	-	0%	
Misc Revenue	-	-	0%	
Sale of Assets	-	-	0%	
Interest Earnings	-	94,200	0%	
Investment Fair Value Adjustments	-	-	0%	
Transfers In	-	152,000	0%	Transfer in from GF to cover ongoing budgeted expenses
REVENUE Total	89,615	2,451,607	4%	
EXPENDITURE				
Supplies & Services	-	(133,000)	0%	
Capital Outlay	(341,649)	(120,000)	285%	
Debt Service, Lease Payments	-	-	0%	
Transfers Out	-	(600,000)	0%	Transfer to Park Improvement Fund for All Wheels Park
EXPENDITURE Total	(341,649)	(853,000)	40%	
38 - Capital Improvement - Streets Total	(252,034)	1,598,607	-16%	
39 - Capital Equipment Fund				
REVENUE				
Financing Proceeds	-	-	0%	
Sale of Assets	-	63,500	0%	Sale of vehicles
Interest Earnings	-	26,500	0%	
Investment Fair Value Adjustments	-	-	0%	
Transfers In	-	796,700	0%	Funding from General Fund
REVENUE Total	-	886,700	0%	
EXPENDITURE				
Capital Outlay	(35,206)	(926,700)	4%	New city vehicles
Debt Service, Lease Payments	-	-	0%	
EXPENDITURE Total	(35,206)	(926,700)	4%	
39 - Capital Equipment Fund Total	(35,206)	(40,000)	88%	

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget	Comments
40 - Real Estate Fund				
REVENUE				
Cost Sharing, Contributions Received	-	-	0%	
Sale of Assets	-	-	0%	
Interest Earnings	-	10,000	0%	
Investment Fair Value Adjustments	-	-	0%	
Transfers In	-	-	0%	
REVENUE Total	-	10,000	0%	
EXPENDITURE				
Capital Outlay	-	-	0%	
Transfers Out	-	-	0%	
EXPENDITURE Total	-	-	0%	
40 - Real Estate Fund Total	-	10,000	0%	
42 - Capital Improvements - Parks				
REVENUE				
Charges for Services Revenue	-	-	0%	
Cost Sharing, Contributions Received	-	-	0%	
Devel/Impact Fees Received	281,720	3,402,152	8%	Park Impact Fees
Financing Proceeds	-	-	0%	
Intergovernmental	-	-	0%	
Misc Revenue	-	-	0%	
Interest Earnings	-	-	0%	
Investment Fair Value Adjustments	-	-	0%	
Transfers In	-	634,000	0%	\$600k for All Wheel Park; \$34k transfer from RAP Tax
REVENUE Total	281,720	4,036,152	7%	
EXPENDITURE				
Supplies & Services	-	-	0%	
Capital Outlay	(107,756)	(89,000)	121%	
Debt Service, Lease Payments	-	-	0%	
Transfers Out	-	-	0%	
EXPENDITURE Total	(107,756)	(89,000)	121%	
42 - Capital Improvements - Parks Total	173,964	3,947,152	4%	

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget	Comments
43 - Capital Fire				
REVENUE				
Devel/Impact Fees Received	54,981	772,440	7%	Fire Impact Fees - Both Facility and Equipment
Financing Proceeds	-	-	0%	
Interest Earnings	-	25,000	0%	
Investment Fair Value Adjustments	-	-	0%	
Transfers In	-	-	0%	
REVENUE Total	54,981	797,440	7%	
EXPENDITURE				
Supplies & Services	-	-	0%	
Capital Outlay	-	-	0%	
Debt Service, Lease Payments	-	(459,228)	0%	Debt Service for 2025 Sales Tax Bond for New Fire Station
EXPENDITURE Total	-	(459,228)	0%	
43 - Capital Fire Total	54,981	338,212	16%	

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget
PERMANENT FUND			
48 - Cemetery Perpetual Fund			
REVENUE			
Charges for Services Revenue	50	26,500	0%
Interest Earnings	-	2,700	0%
Investment Fair Value Adjustments	-	-	0%
REVENUE Total	50	29,200	0%
EXPENDITURE			
Supplies & Services	-	(17,000)	0
Capital Outlay	-	-	0%
Transfers Out	-	-	0%
EXPENDITURE Total	-	(17,000)	0%
48 - Cemetery Perpetual Fund Total	50	12,200	0%

Comments

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget	Comments
ENTERPRISE FUNDS				
51 - Water Fund				
REVENUE				
Charges for Services Revenue	302,878	3,569,000	8%	Water Utility Fees
Devel/Impact Fees Received	140,000	3,141,818	4%	Water Impact Fees
Developer Contributions of Infrastructure	-	-	0%	
Financing Proceeds	-	-	0%	
Misc Revenue	10,972	5,000	219%	Fire hydrant rental revenue
Sale of Assets	-	10,000	0%	
Interest Earnings	-	95,500	0%	
Investment Fair Value Adjustments	-	-	0%	
Interest Earnings on Water Bond Proceeds	-	-	0%	
REVENUE Total	453,850	6,821,318	7%	
EXPENDITURE				
Payroll	(150,663)	(1,440,219)	10%	
Supplies & Services	(62,608)	(1,163,200)	5%	
Capital Outlay	(61,988)	(606,000)	10%	Large water projects funded by 2022 \$7M bond
Debt Service, Lease Payments	-	(537,156)	0%	
EXPENDITURE Total	(275,259)	(3,746,575)	7%	
51 - Water Fund Total	178,591	3,074,743	6%	
52 - Sewer Fund				
REVENUE				
Charges for Services Revenue	364,605	4,298,000	8%	We act as the billing company for Central Davis Sewer District
Misc Revenue	-	-	0%	
Interest Earnings	-	7,500	0%	
Investment Fair Value Adjustments	-	-	0%	
REVENUE Total	364,605	4,305,500	8%	
EXPENDITURE				
Payroll	(6,232)	(67,215)	9%	
Supplies & Services	(554)	(4,130,350)	0%	Mostly payments to sewer district for fees collected
Capital Outlay	-	(100,000)	0%	Raising and lowering of manholes on road overlay projects
Transfers Out	-	-	0%	
EXPENDITURE Total	(6,786)	(4,297,565)	0%	
52 - Sewer Fund Total	357,819	7,935	4510%	

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget	Comments
53 - Garbage Fund				
REVENUE				
Charges for Services Revenue	245,483	2,655,100	9%	Garbage, recycling, and green waste fees
Misc Revenue	-	-	0%	
Interest Earnings	-	13,500	0%	
Investment Fair Value Adjustments	-	-	0%	
REVENUE Total	245,483	2,668,600	9%	
EXPENDITURE				
Payroll	(24,426)	(237,289)	10%	
Supplies & Services	(1,748)	(1,910,456)	0%	Mostly payments to garbage hauler and Wasatch Waste
Capital Outlay	-	(224,750)	0%	Vehicle and can purchases
EXPENDITURE Total	(26,174)	(2,372,495)	1%	
53 - Garbage Fund Total	219,309	296,105	74%	
54 - Storm Water Fund				
REVENUE				
Charges for Services Revenue	102,226	1,223,600	8%	Storm Water Utility Fees
Cost Sharing, Contributions Received	-	-	0%	
Devel/Impact Fees Received	72,772	1,327,780	5%	Storm Water Impact Fees
Financing Proceeds	-	-	0%	
Licenses, Permits, Fees Received	-	5,000	0%	
Misc Revenue	-	-	0%	
Sale of Assets	-	10,000	0%	
Interest Earnings	-	65,500	0%	
Investment Fair Value Adjustments	-	-	0%	
REVENUE Total	174,998	2,631,880	7%	
EXPENDITURE				
Payroll	(112,715)	(899,219)	13%	
Supplies & Services	(10,918)	(304,838)	4%	
Capital Outlay	(250,658)	(510,000)	49%	Multiple projects, studies, and equipment
Debt Service, Lease Payments	-	-	0%	
Transfers Out	-	(30,000)	0%	Transfer to GF for parks maintenance around storm drains
EXPENDITURE Total	(374,291)	(1,744,057)	21%	
54 - Storm Water Fund Total	(199,293)	887,823	-22%	

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget	Comments
55 - Ambulance Fund				
REVENUE				
Charges for Services Revenue	(8,374)	810,000	-1%	
Intergovernmental	-	-	0%	
Misc Revenue	-	117,252	0%	
Sale of Assets	-	10,000	0%	
Interest Earnings	-	35,600	0%	
Investment Fair Value Adjustments	-	-	0%	
REVENUE Total	(8,374)	972,852	-1%	
EXPENDITURE				
Payroll	(98,439)	(1,066,642)	9%	25% of firefighter wages and benefits are allocated to this fund
Supplies & Services	(8,798)	(460,692)	2%	
Capital Outlay	-	(199,500)	0%	
EXPENDITURE Total	(107,237)	(1,726,834)	6%	
55 - Ambulance Fund Total	(115,611)	(753,982)	15%	
56 - Transportation Utility Fund				
REVENUE				
Charges for Services Revenue	72,206	862,000	8%	Transportation Utility Fees
Misc Revenue	-	-	0%	
Interest Earnings	-	10,700	0%	
Investment Fair Value Adjustments	-	-	0%	
REVENUE Total	72,206	872,700	8%	
EXPENDITURE				
Supplies & Services	(9,986)	(135,200)	7%	
Capital Outlay	(4,328)	(748,000)	1%	
EXPENDITURE Total	(14,314)	(883,200)	2%	
56 - Transportation Utility Fund Total	57,892	(10,500)	-551%	

Monthly Financial Report - FY27

Through July 2026

Payroll includes 3 out of 26 pay periods - About 11.5%

	YTD Amount	Budget as Amended	% of Budget	Comments
60,67 - Recreation and Special Events				
REVENUE				
Charges for Services Revenue	177,137	1,064,289	17%	
Cost Sharing, Contributions Received	1,193	10,000	12%	
Misc Revenue	750	12,000	6%	
Sale of Assets	114	7,000	2%	
Interest Earnings	-	21,300	0%	
Investment Fair Value Adjustments	-	-	0%	
Transfers In	-	1,884,050	0%	\$1.8m General Fund Subsidy; \$84k Transfer from RAP Tax
REVENUE Total	179,194	2,998,639	6%	
EXPENDITURE				
Payroll	(316,216)	(1,984,392)	16%	
Supplies & Services	(79,113)	(1,144,915)	7%	
Capital Outlay	-	(76,450)	0%	
EXPENDITURE Total	(395,329)	(3,205,757)	12%	
60,67 - Recreation and Special Events Total	(216,135)	(207,118)	104%	