

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, February 17, 2026** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION - 6:00 p.m.

- Parental Leave Discussion
- Ezra T Clark Culvert / I-15 Widening Discussion
- Asset Capitalization Policy Discussion
- Discussion of regular session items upon request
- Councilmember comments

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

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

PRESENTATIONS:

- Musical Number from Farmington High School production of The Prince of Egypt
- Recognition of David Barney for service on the Historic Preservation Commission

PUBLIC HEARINGS:

- Consideration of a request to Rezone approximately 40 Acres of property from A-F (Agriculture-Foothill) to the LR-F (Residential-Foothill) zoning district and consideration of a Schematic Subdivision for The Farmington Reserve / The Garden project [Page 3](#)
- Adoption of FY26 Budget Amendment #2 - municipal budget [Page 31](#)

BUSINESS:

- Miller Hollow Schematic Subdivision alternate lot standards [Page 45](#)
- SIRQ Construction Manager / General Contractor guaranteed maximum price for Fire Station 72 [Page 59](#)

SUMMARY ACTION: [Page 62](#)

1. Approval of Minutes 02.03.26 [Page 63](#)
2. Monthly Financial Report
3. Lagoon Contract Approval [Page 69](#)
4. Resolution appointing Shauna Wardrop to serve on the Historic Preservation Commission for the term of 01/06/26-12/31/27 [Page 79](#)

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn.
DeAnn Carlile Posted on February 12th, 2026*

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Consideration of a request to Rezone approximately 40 Acres of property from A-F (Agriculture-Foothill) to the LR-F (Residential-Foothill) zoning district and consideration of a Schematic Subdivision for The Farmington Reserve / The Garden project

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: February 17, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson –Community Development Director
Date: 2/17/2026
Subject: Consideration of a request to Rezone approximately 40 Acres of property from A-F (Agriculture-Foothill) to the LR-F (Residential-Foothill) zoning district and consideration of a Schematic Subdivision for The Farmington Reserve / The Garden project.

RECOMMENDED MOTION

Option 1 (Recommended):

Move that the City Council approve enclosed enabling ordinance and development agreement placing the 20.173 acres of property identified in the schematic subdivision plan in the LR-F zoning district and allowing dead-end streets to exceed 1,000 feet in length.

Findings:

1. The requested zoning is consistent with surrounding developments and the Farmington City General Plan.
2. The limited excess distance and limited number of homes to be serviced justify allowing a longer dead-end street in order to reduce impact to the hillside. This assumes that all other required design standards can be met.

Option 2:

Move that the City Council approve enclosed enabling ordinance placing the 20.173 acres of property identified in the schematic subdivision plan in the LR-F zoning district but deny the proposed development agreement therefore requiring that any development of the subject property meet all design standards as codified including a dead-end street length of 1,000 feet.

Findings:

1. The requested zoning is consistent with surrounding developments and the Farmington City General Plan.
2. Additional access as required by ordinance will improve options for emergency service access to development on the subject property.

Option 3:

Move that the City Council deny the enclosed enabling ordinance and development agreement.

Findings:

1. The requested zoning will not facilitate the use of property or development that is desirable at the subject location.

BACKGROUND

The applicant controls a large area east of 200 East Street, about 40 acres of which is in Farmington with additional properties beyond that which are currently part of unincorporated Davis County.

Currently, the property has a limited amount of LR zoning near 200 East, but is largely zoned A (Agriculture) which has a standard lot size of 2 acres with an Alternate lot size of 1 acre which can be achieved by providing certain public benefits.

The A zoning district is generally left in place as a holding zone until the city is ready to grant rights for something else which it feels is appropriate for the property. Rezoning a property is a legislative decision so the city has a lot of discretion as to whether or not to approve a rezone request. Little to nothing is required in an application for a rezone. One theory is that the city should grant the zone assuming whatever it permits makes sense for the property. Often in Farmington zoning is considered in connection with a specific project to help demonstrate what is most likely to happen if a change is granted. This is a case of considering zoning with a project. The City Council may consider the zoning on its own merits or in connection with the project.

The subject property is adjacent to LR zoning to the north. The same zone is in place on adjacent properties which front 200 East Street. Also, to the south, there is more LR zoning and S (Suburban). Across 200 East Street some areas are designated R zone, R-2, and R-4 multifamily zoning districts.

Recently the applicant proposed a project under the R zone using the Planned Unit Development process. This prior concept and zoning request was not approved so the applicant has returned requesting a different zone for a different development concept shown in the schematic plans for the Farmington Reserve / The Garden project.

The LR zone which is primarily used in development east of Main Street / 200 East allows for standard lot sizes of 20,000 sq. ft. with at least 85 ft. of frontage. The applicant has proposed a project that works under the standard LR minimums without seeking additional density, flexibility in lot size or setbacks, or even the use of the Alternate lot development option allowed by the zone for 10,000 sq. ft. lots (See [FMC 11-11-050](#)).

The current subdivision proposal does not show any development above a known elevation where there is not sufficient pressure for culinary water service and the data and plans provided show roads which meet slope requirements accessing lots with buildable areas which are large enough and flat enough to meet the requirements of the foothill overlay zone. The recommended rezone area of 20.173 acres is limited to this serviceable area.

The Development Review Committee (DRC) has looked over the plans provided and is comfortable recommending approval of a rezone of the property identified in the Farmington Reserve / The Garden plans for 21 lots as depicted. Additional details and engineering would be looked over before further approvals may be granted for

development, but initial indications are favorable for the ability to service the development as proposed.

As part of the items submitted, the applicant has indicated where there are possible fault lines. A detailed geotechnical and fault study would be required during the preliminary plat process should this project move forward to further understand this issue.

The Planning Commission held 2 separate public hearings on this item in which concerns related to point of access, dead-end length and safety, compatibility, preserving open space, traffic, and property line items were expressed by those in attendance. The material from these hearings is available on the city's website for the January 8 and January 22 meetings. <https://farmington.utah.gov/city-government/planning-commission/planning-commission-meetings/>

The Planning Commission vote 5-1 in favor of the rezone.

Applicable General Plan References:



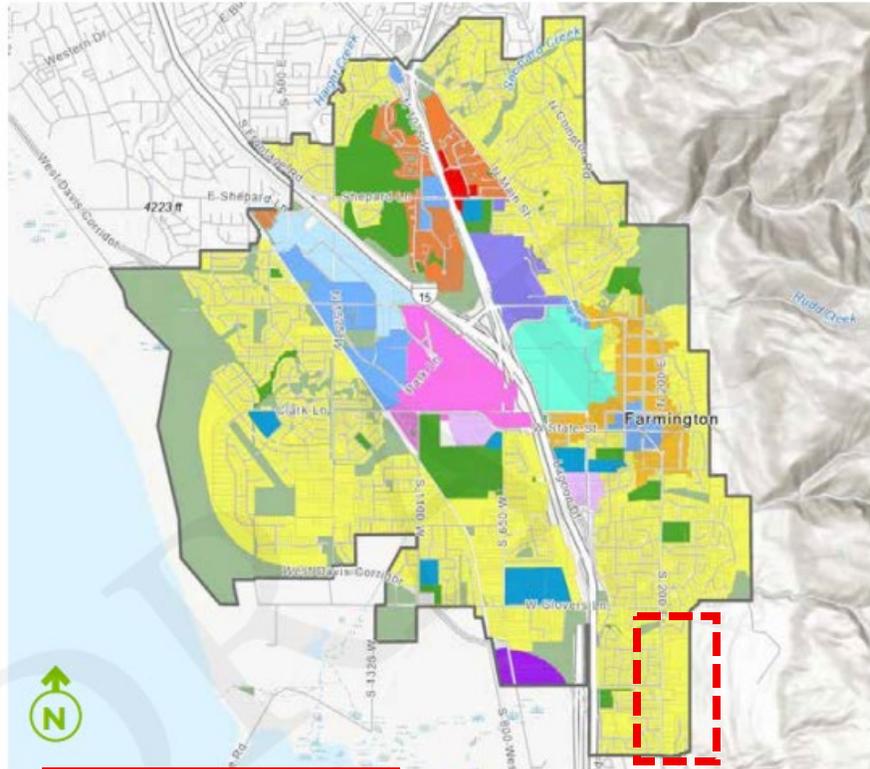
The Neighborhood Residential areas of Farmington offer opportunities for conventional residential neighborhoods. These areas include medium-to-large residential lots and may also include clustered developments with smaller lots that offer shared open spaces and/or protect sensitive areas.



Future Land Use & Zoning Correlation Matrix														
	NR	OTR	MMR	NMU	MUC	OMU	TMU	GC	CRR	FLX	M/LI	CR	OS	CV
Residential & Neighborhood Zones														
AA - Agriculture - Very Low Density														
A - Agriculture														
AE - Agricultural Estates														
LS - Large Suburban Residential														
S - Suburban Residential														
LR - Large Residential														
R - Residential														
OTR - Original Townsite Residential														
R-2 - Residential														
R-4 - Residential														
R-8 - Residential														
CRT - Commercial Recreation Transition														

11

11.8 Future Land Use Map



CHAPTER 011
LAND USE & CITY FORM

FARMINGTON CITY
GENERAL PLAN UPDATE

107

- | | |
|--|--|
| NR Neighborhood Residential | GC General Commercial |
| OTR Original Townsite Residential | CRR Commercial Recreation / Resort |
| MMR Mixed / Medium Residential | FLX Business Park / Flex Spaces / Commercial Ag |
| NMU Neighborhood Mixed Use / Node | M/LI Light Manufacturing / Light Industrial |
| MUC Mixed Use Commercial | CR Community / Recreation Spaces |
| OMU Office Mixed Use / Business Park | OS Open Spaces / Conservation |
| TMU Mixed Use / Transportation Center | CV Civic / Community |
| | UI Utilities / Infrastructure |

Schematic Design and Dead End Street Discussion:

As the applicant has included a schematic plan. It is worth noting that the applicable code as it relates to that namely that :

12-4-010: SCHEMATIC REVIEW:

A. A schematic plan shall be required of all subdividers pursuing a Non-Conventional Subdivision including but not limited to one or more of the following:

- 1. Planned Unit Development (PUD);*
- 2. Conservation Subdivision;*
- 3. Subdivision which includes alternative lot sizes and frontages, or which deviates from development standards for public improvements;*
- 4. Subdivision which includes Commercial, Industrial, or Multifamily Development;*
- 5. Any subdivision requiring a Project Master Plan (PMP) or similar approval memorialized by a development agreement.*

B. Schematic plan review provides the subdivider with an opportunity to consult with and receive assistance from the city regarding the regulations and design requirements applicable to the subdivision of property and facilitates resolution of problems and revisions before the preparation of a preliminary plat. The schematic plan should be based on an accurate survey showing boundaries, topography, important physical features, adjacent properties and the sketch of the proposed subdivision.

12-4-030: VESTED RIGHTS:

Submission of a schematic plan shall in no way confer any vested rights upon the subdivider. Vested rights may attach only as memorialized by approval of the City Council, which approval may come in the form of a development agreement which has been approved by the City Council, and the subdivision being able to meet the requirements of this title and other applicable ordinances at the time of the application. However, if there is a compelling, countervailing public interest or the city has initiated proceedings to amend this title or other applicable ordinances at the time of the application, then there shall be no vested rights.

The schematic as shown appears to meet at standard requirement for the requested zone with 1 known exception to the city's subdivision ordinance for consideration. The schematic design includes an alternate access route which would keep dead-ends within the 1,000 foot allowance of the city's ordinances, however the DRC does not believe for the amount of development being considered that the alternate access is necessary.

A standard dead-end street in Farmington is 1,000 linear feet in length or less serving no more than 21 lots. As proposed, the longest distance from a single access point on 200 East is approximately 1,560 linear feet with 17 properties being accessed from this access point. The city has permitted streets to exceed the standard dead-end limit before in both permanent and "temporary" circumstances. Each based on site specific considerations. If the zoning is appropriate, all other components of the subdivision are standard and would be for staff level approval.

12-5-040: STREETS:

3. Dead End Streets: Dead end streets which exceed one lot depth in length shall have a forty foot (40') radius temporary turnaround area at the end. The turnaround shall have an all weather surface acceptable to the city. The following standards shall apply to dead end streets:

a. Dead end streets shall serve as access for not more than twenty four (24) dwelling units and shall not exceed one thousand feet (1,000') in length.

b. When a dead end street reaches its maximum length and/or maximum number of lots, it shall not be extended except to connect to another street which provides a second point of independent access.

c. Exceptions to the requirement for a second point of independent access may be granted by the city council, after receiving a recommendation from the planning commission, upon a finding that the topography or other physical conditions of the development site make it impossible to provide a second access which complies with street design standards established by the city and that an increased street length and/or density will not unreasonably impact the ability to provide emergency and other public services;

A development agreement has been prepared for the consideration of the City Council to address the dead-end street length matter. If the requested zoning district is approved, the City Council may determine that it is acceptable to pursue a preliminary plat review with dead-end streets which exceed 1,000 feet as per the provided agreement. The council may also determine that development within the requested zoning district must meet all city development standards which may include less/shorter roads or a second access. The approval or denial of this matter is a legislative function of the council and may be approved or denied with broad discretion.

Based on the input and recommendation of the DRC, the Planning Commission also was in favor of allowing dead-end streets as shown in the schematic plan to exceed 1,000 feet in length in order to reduce the amount of cut and fill needed to create a second access.

Respectfully submitted,



Lyle Gibson
Assistant Community Development Director

Review and concur,

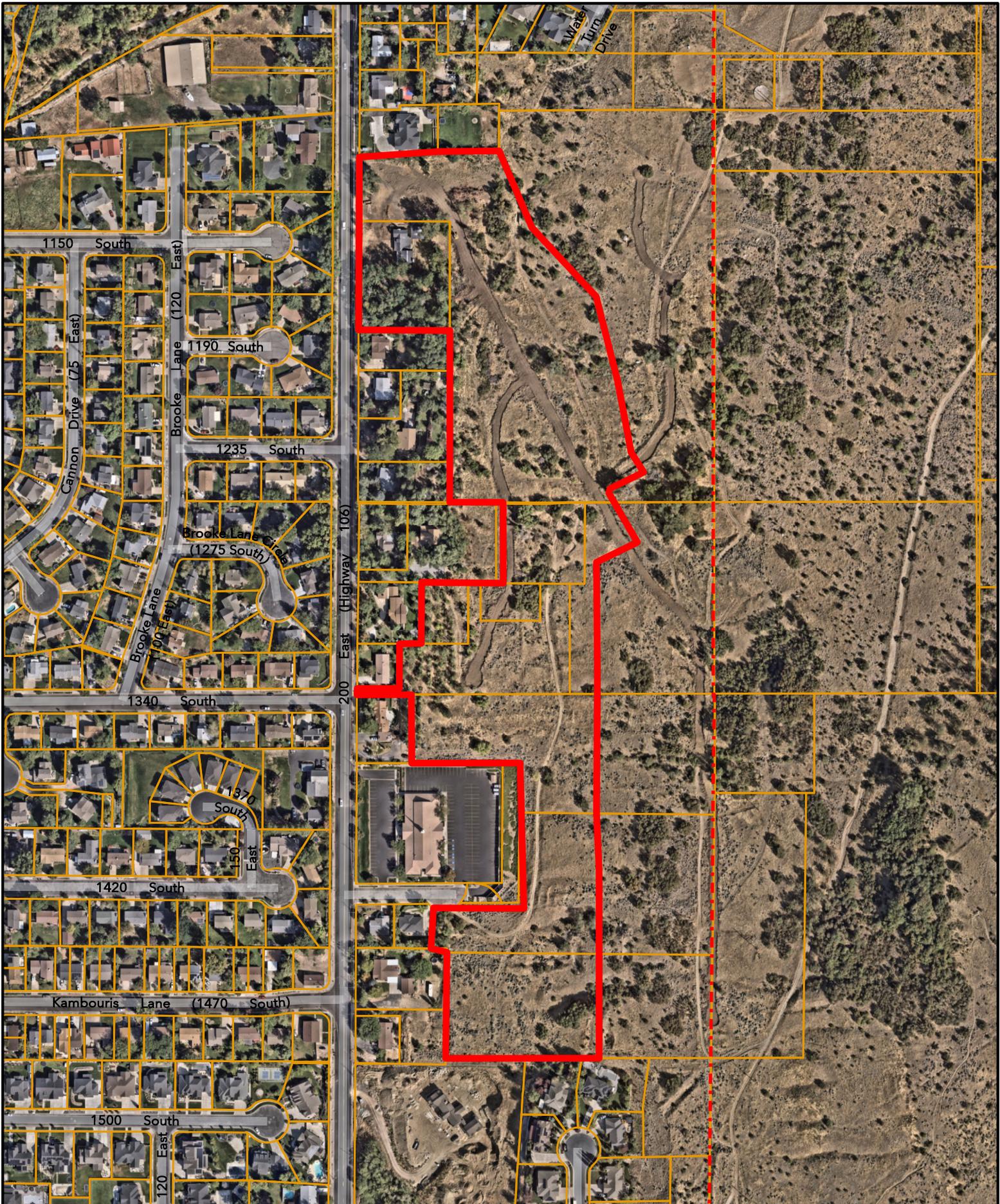


Brigham Mellor
City Manager

Approved as to form /s/Paul Roberts

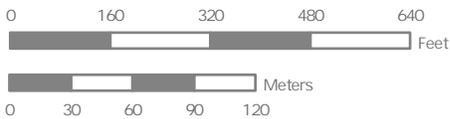
Supplemental Information

1. Vicinity Map
2. Enabling Ordinance
3. Development Agreement allowing dead-end streets in excess of 1,000 feet.
4. Schematic Subdivision Plan



VICINITY MAP

The Reserve 01/08/26



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained in 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.

FARMINGTON, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED BETWEEN BETWEEN 1100 SOUTH AND 1500 SOUTH EAST OF 200 EAST STREET DESIGNATING IT TO THE LR (LARGE RESIDENTIAL) DISTRICT.

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 A-F (Agriculture - Foothill) to LR-F (Large Residential - Foothill), 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. That property which is located east of 200 East Street and between approximately 1100 and 1500 South containing a total of 20.173 acres, is hereby reclassified from zone A-f to zone LR-F said property being more particularly described 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 17th day of February, 2026.

FARMINGTON CITY

ATTEST:

Brett Anderson, Mayor

DeAnn Carlile, City Recorder

EXHIBIT "A"

PROPERTY BOUNDARY

PART OF THE NORTH HALF OF SECTION 30 AND THE SOUTH HALF OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE, BEING 643.50 FEET SOUTH 00°15'20" WEST ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30 (SAID SOUTH QUARTER CORNER BEING 2000.57 FEET NORTH 00°15'20" EAST FROM THE CENTER OF SAID SECTION 31); THENCE NORTH 00°15'20" EAST 9.90 FEET ALONG THE SECTION LINE; THENCE WEST 41.19 FEET; THENCE NORTH 00°03'48" EAST 105.60 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 1420 SOUTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 58.01 FEET, AN ARC LENGTH OF 77.35 FEET, WITH A DELTA ANGLE OF 76°23'40", A CHORD BEARING OF NORTH 84°04'20" EAST, AND A CHORD LENGTH OF 71.75 FEET; THENCE NORTH 89°24'00" EAST 145.98 FEET; THENCE NORTH 00°00'45" WEST 349.90 FEET TO AN EXISTING FENCE CORNER; THENCE SOUTH 89°37'30" WEST 265.38 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE NORTH 01°00'18" WEST 169.97 FEET; THENCE SOUTH 89°25'50" WEST 134.52 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 200 EAST STREET; THENCE NORTH 00°05'59" WEST 16.50 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 89°25'52" EAST 105.00 FEET; THENCE NORTH 00°05'59" WEST 110.21 FEET; THENCE NORTH 89°19'01" EAST 53.79 FEET; THENCE NORTH 00°04'28" WEST 152.16 FEET; THENCE NORTH 89°57'18" EAST 185.69 FEET; THENCE NORTH 00°23'01" WEST 198.38 FEET TO AN EXISTING FENCE CORNER; THENCE ALONG SAID FENCE LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°55'51" WEST 34.78 FEET; (2) NORTH 88°59'22" WEST 32.49 FEET; (3) SOUTH 86°40'41" WEST 47.99 FEET TO A POINT ON SAID SECTION LINE; THENCE NORTH 00°14'13" WEST 431.88 FEET ALONG SAID SECTION LINE; THENCE SOUTH 89°45'46" EAST 226.42 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF 200 EAST STREET; THENCE NORTH 00°02'42" WEST 431.76 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 85°34'07" EAST 224.97 FEET; THENCE SOUTH 89°56'43" EAST 122.38 FEET TO AN EXISTING FENCE CORNER; THENCE SOUTH 23°19'47" EAST 198.09 FEET; THENCE SOUTH 42°15'24" EAST 237.37 FEET; THENCE SOUTH 15°32'04" EAST 221.29 FEET; THENCE SOUTH 11°35'59" EAST 180.10 FEET; THENCE SOUTH 29°28'56" EAST 56.00 FEET; THENCE SOUTH 60°31'04" WEST 89.64 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 10.50 FEET, AND ARC LENGTH OF 16.49 FEET, WITH A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 15°31'04" WEST, AND A CHORD LENGTH OF 14.85 FEET; THENCE SOUTH 29°28'56" EAST 136.35 FEET; THENCE SOUTH 60°31'04" WEST 111.16 FEET; THENCE SOUTH 00°20'37" EAST 1232.46 FEET; THENCE SOUTH 89°33'39" WEST 179.04 FEET; THENCE SOUTH 03°41'21" WEST 16.75 FEET TO A POINT ON AN EXISTING FENCE; THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO (2) COURSES: NORTH 82°40'06" WEST 44.40 FEET; AND (2) NORTH 89°38'49" WEST 135.18 FEET; THENCE NORTH 01°50'00" WEST 272.90 FEET; THENCE SOUTH 89°33'09" WEST 7.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 878,756.60 SQUARE FEET OR 20.173 ACRES.

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

DEVELOPMENT AGREEMENT
FOR THE
FARMINGTON RESERVE - THE GARDEN SUBDIVISION

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

RECITALS:

A. Developer owns approximately 40 acres of land located within the City, identified as Parcels: 007-058-0017, 07-237-0004, 07-058-0090, 07-058-0088, 07-058-0089, 07-058-0091, 07-071-0087, 07-071-0086, & 07-071-0009 in the records of the Davis County Recorder which property is more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”).

B. Developer desires to develop a project on the Property to be known as the Farmington Reserve – The Garden (the “Project”). Developer has submitted an application to the City seeking approval to exceed the 1,000-foot standard dead-end street allowance in accordance with the City’s Laws, accomplished through this Agreement.

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

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

AGREEMENT

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

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

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

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

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

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

5. **Exceptions from Code.**

(a) Notwithstanding §12-5-040: Streets (D)(3)(a) and per 12-5-040: Streets (D)(3)(c), the City Council permits the construction of dead end streets in the Project which exceed 1,000 feet but which shall not exceed 1,600 feet from an intersection with more than 1 access, as depicted in Exhibit B. All streets must otherwise comply with applicable standards including but not limited to slope and cross section.

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

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

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

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

10. Assignment. The Developer may assign this Agreement, with all rights and interests herein only with prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

11. Responsibility for On-Site Improvements. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer, its agents, a private association of homeowners, building owners, or a combination of the foregoing. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. The City shall have no maintenance responsibility in relation to the Project and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Section 18 of this Agreement, unless specifically terminated in writing.

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

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

To Developer:

To the City:

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

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

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

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

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

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

18. Termination.

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

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

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

20. General Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Execution on Following Pages)

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

DEVELOPER

MBF Property LLC

Mike Falk

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

Notary Public

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

070580017

BEG AT A PT 7.25 CHAINS N ALG 1/4 SEC LINE FR S 1/4 COR OF SEC 30-T3N-R1E, SLB&M; TH N 700 FT ALG SD 1/4 SEC LINE; TH W 233.6 FT, M/L, TO E LINE OF A HWY; TH N 164.92 FT ALG SD HWY TO SW COR OF PPTY OF H H RANCHER; TH N 85°30' E 206 FT & E 122 FT ALG SD PPTY; TH N 100 FT TO A PT 22.05 CHAINS N OF S LINE OF SD SEC 30; TH E 538 FT, M/L, TO E LINE OF FARMINGTON CITY; TH S 14.80 CHAINS ALG SD LINE TO A PT 7.25 CHAINS N OF S LINE OF SD SEC; TH W 10 CHAINS, M/L, TO POB. CONT 15.20 ACRES

072370004

A PART OF LOT 2, LAKE POINT PLACE, BEING IN THE SE 1/4 OF SEC 30-T3N-R1E, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON THE S LINE OF LAKE POINT PLACE, SD POINT BEING 278.33 FT N 00°14'13" W ALG THE 1/4 SEC LINE TO SD S LINE OF LAKE POINT PLACE & 115.70 FT N 89°57'18" E ALG SD S LINE FR THE S 1/4 COR OF SD SEC 30 (SD S 1/4 COR BEARS N 00°15'20" E 2644.07 FT FR THE CENTER OF SEC 31); TH N 00°23'01" W 198.38 FT TO THE N LINE OF SD LAKE POINT PLACE; TH THREE (3) COURSES ALG SD N LINE AS FOLLOWS: (1) S 89°55'51" E 115.22 FT; (2) N 86°46'04" E 68.30 FT; & (3) N 89°36'59" E 35.00 FT; TH S 00°23'01" E 202.15 FT TO SD S LINE OF LAKE POINT PLACE; TH S 89°57'18" W 218.43 FT ALG SD S LINE TO THE POB. CONT. 1.01 ACRES.

070580090

PART OF THE SE 1/4 OF SEC 30-T3N-R1E, SLM, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT N 00°03'06" E ALG THE E LINE OF THE SW 1/4 OF SD SEC 278.33 FT & S 89°45'23" E 299.08 FT FR THE S 1/4 COR OF SD SEC 30; TH S 89°45'23" E 34.99 FT; TH N 00°05'42" W 202.15 FT; TH N 89°54'18" E 325.22 FT; TH S 00°05'42" E 477.81 FT; TH S 89°51'28" W 360.22 FT; TH N 00°05'42" W 276.32 FT TO THE POB. CONT. 3.84 ACRES

070580089

PART OF THE SE 1/4 OF SEC 30-T3N-R1E, SLM, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT N 00°03'06" E ALG THE E LINE OF THE SW 1/4 OF SD SEC 278.33 FT & S 89°45'23" E 79.29 FT FR THE S 1/4 COR OF SD SEC 30; TH S 89°45'23" E 150.00 FT; TH S 00°21'28" W 95.26 FT; TH N 89°38'32" W 150.00 FT; TH N 00°21'28" E 94.96 FT TO THE POB. TOGETHER WITH A R/W DESC IN WD BK 464 AT PG 130. CONT. 0.33 ACRES

070580088

PART OF THE S 1/2 OF SEC 30-T3N-R1E, SLM; MORE PART'LY DESC AS FOLLOWS: BEG AT A PT N 00^03'06" E ALG THE E LINE OF THE SW 1/4 OF SD SEC 278.33 FT & S 89^45'23" E 79.29 FT FR THE S 1/4 COR OF SD SEC 30; TH S 00^21'28" W 94.96 FT; TH S 89^38'32" E 150.00 FT; TH N 00^21'28" E 95.26 FT; TH S 89^45'23" E 69.79 FT; TH S 00^05'42" E 276.32 FT; TH S 89^51'28" W 299.79 FT; TH S 89^46'28" W 229.52 FT TO THE E LINE OF STATE RD 106 BEING 66 FT WIDE; TH N 00^14'37" E 16.50 FT ALG SD E LINE OF STATE RD 106; TH N 89^39'37" E 105.00 FT; TH N 00^14'37" E 110.00 FT; TH N 89^39'37" E 170.80 FT; TH N 00^14'37" E 150.89 FT; TH S 89^45'23" E 32.09 FT TO THE POB. CONT. 1.82 ACRES

070710087

BEG AT N 1/4 COR SEC 31-T3N-R1E, SLB&M; TH E 660 FT; TH S 300 FT; TH W 461.6 FT, M/L, TO E LINE OF PPTY CONV IN 996-25; TH N 0^06' W 124.12 FT, M/L, TO NE COR OF SD PPTY; TH S 89^24' W 269.85 FT TO SE COR OF PPTY CONV IN WARRANTY DEED RECORDED 10/20/2016 AS E# 2975576 BK 6626 PG 489; TH ALG E LINE OF SD PPTY THE FOLLOWING COURSE: N 0^34'10" W 170.91 FT TO SEC LINE; TH E 95.00 FT, M/L, TO POB. CONT. 4.308 ACRES

070710086

BEG 660 FT E & 300 FT S OF N 1/4 COR OF SEC 31-T3N-R1E, SLM; TH S 250 FT; TH W 675.16 FT, M/L; TH N 19.46 FT, M/L, TO THE S LINE OF 1420 SOUTH STR TO A PT ON A 58.0 FT RAD CURVE TO THE LEFT; TH E'LY ALG SD CURVE 77.25 FT; TH N 89^24' E 144.56 FT; TH N 0^06' W 225.88 FT, M/L; TH E 461.6 FT, M/L, TO POB. CONT. 2.77 ACRES. ALSO, BEG AT PT 633.6 FT S FR N 1/4 COR SEC 31-T3N-R1E, SLM: TH S 9.9 FT; TH E 660 FT; TH N 93.5 FT; TH W 675.16 FT, M/L; TH S 83.6 FT; TH E 21.77 FT TO POB. CONT. 1.45 ACRES. TOTAL ACREAGE 4.22 ACRES. SUBJECT TO 1 ROD R/W FOR INGRESS & EGRESS

070710009

BEG 660 FT E & 643.5 FT S FR N 1/4 COR SEC 31-T3N-R1E, SLM; TH S 264 FT; TH W 660 FT; TH N 264 FT; TH E 660 FT TO POB. CONT. 4.00 ACRES INCLUDING A 1 ROD R/W FOR INGRESS & EGRESS APPURTENANT TO SD PARCEL & RUN BETWEEN SD PARCEL & STATE RD LOC TO THE W THEREOF.

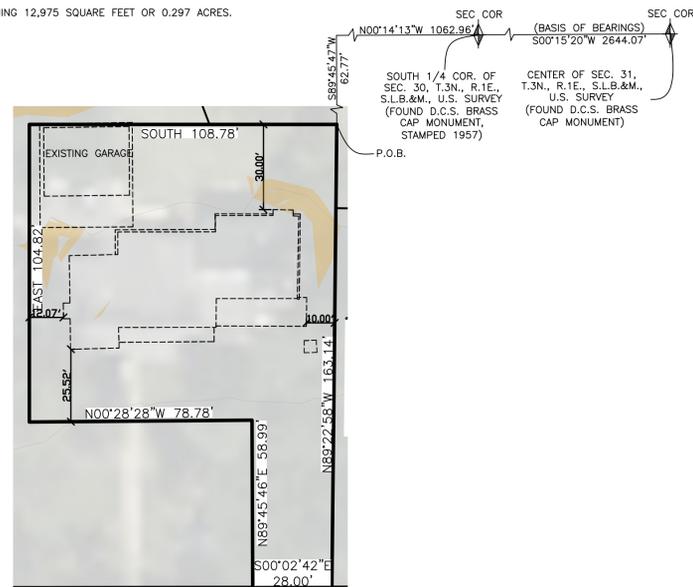
EXHIBIT B
SCHEMATIC SUBDIVISION PLAN

WILCOX PROPERTY METES AND BOUNDS

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 1062.96 FEET NORTH 00°14'13" WEST ALONG THE SECTION LINE AND 62.77 FEET SOUTH 89°45'47" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30 (SAID SOUTH QUARTER CORNER BEING 2644.07 FEET NORTH 00°15'20" EAST FROM THE CENTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY); THENCE NORTH 89°22'58" WEST 163.14 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 200 EAST STREET; THENCE NORTH 00°02'42" WEST 28.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89°45'46" EAST 58.99 FEET; THENCE NORTH 00°28'28" WEST 78.78 FEET; THENCE EAST 104.82 FEET; THENCE SOUTH 108.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,975 SQUARE FEET OR 0.297 ACRES.



WILCOX PROPERTY BOUNDARY EXHIBIT
SCALE: 1"=30'

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAVEL ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DATE	DESCRIPTION
8/23/2025	WILCOX PROPERTY
9/9/2025	WILCOX PROPERTY

Farmington Reserve - The Garden
PART OF THE SOUTH 1/2 OF SEC. 30 AND THE NORTH 1/2 OF SEC. 31
S.L.B.&M., U.S. SURVEY
FARMINGTON CITY, DAVIS COUNTY, UTAH

Details/Notes

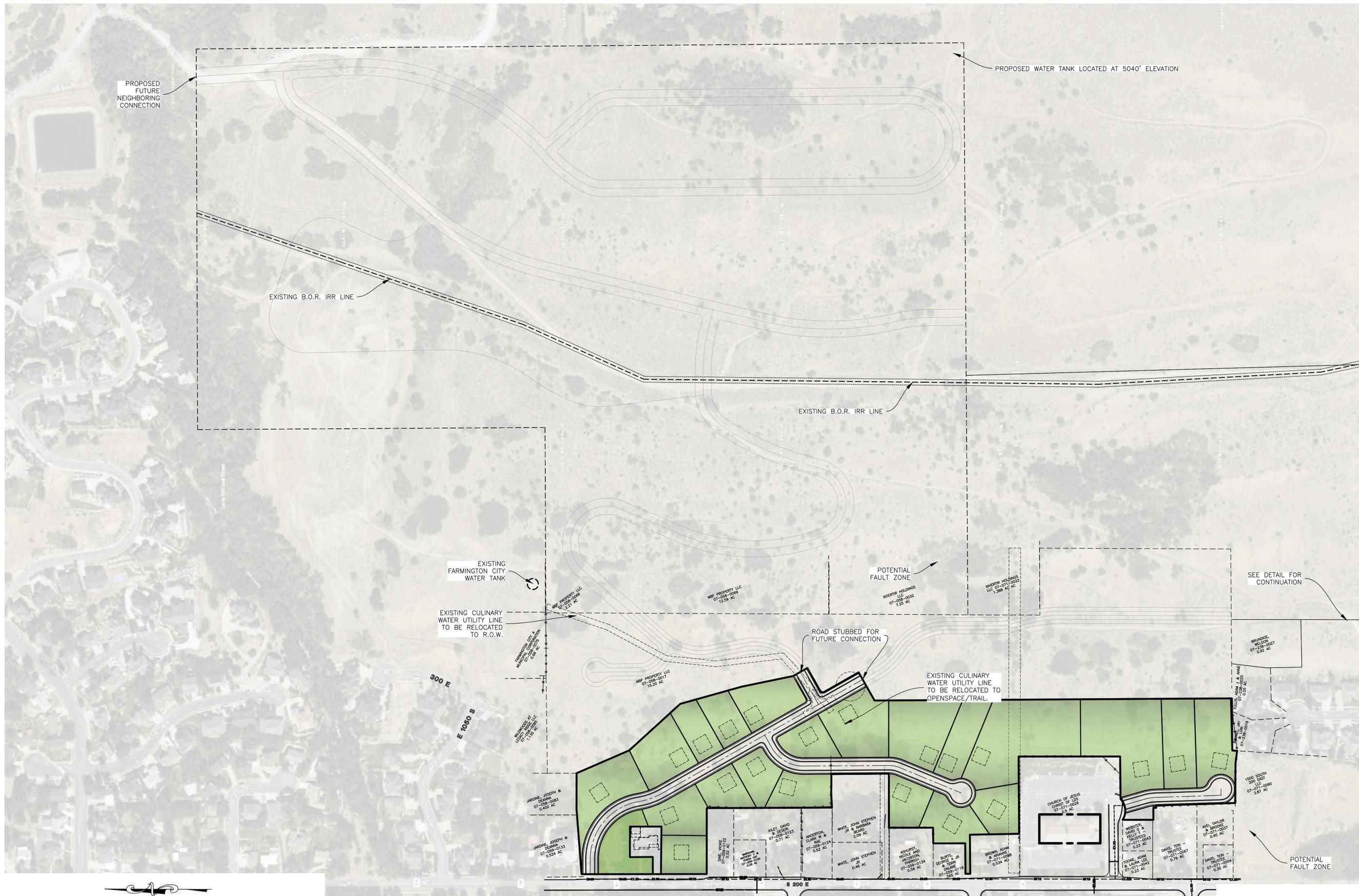
Project Info.
Engineer: J. NATE REEVE, P.E.
Planner: C. CAVE
Designer: S. SIMRAYH
Date: 4/17/2025
Name: FARMINGTON RESERVE
Number: 8298-01

Sheet	3
2	Sheets

Revised: Dec, 3 2025

Farmington Reserve - The Garden

Farmington City, Davis County, Utah



PROPOSED WATER TANK LOCATED AT 5040' ELEVATION

PROPOSED FUTURE NEIGHBORING CONNECTION

EXISTING B.O.R. IRR LINE

EXISTING B.O.R. IRR LINE

EXISTING FARMINGTON CITY WATER TANK

EXISTING CULINARY WATER UTILITY LINE TO BE RELOCATED TO R.O.W.

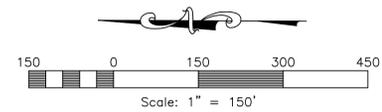
POTENTIAL FAULT ZONE

ROAD STUBBED FOR FUTURE CONNECTION

EXISTING CULINARY WATER UTILITY LINE TO BE RELOCATED TO OPENSOURCE/TRAIL

SEE DETAIL FOR CONTINUATION

POTENTIAL FAULT ZONE



Farmington Reserve - The Garden

Farmington City, Davis County, Utah



Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DATE	DESCRIPTION
7/21/2025	Future Conn. (s) Removed
12/1/2025	LR_Zone/22_Lists

Farmington Reserve - The Garden
 PART OF THE SOUTH 1/2 OF SEC. 30 AND THE NORTH 1/2 OF SEC. 31
 S.L.B. 84M U.S. SURVEY
 FARMINGTON CITY, DAVIS COUNTY, UTAH

Connectivity Plan

Revised: Dec, 3, 2025

Project Info.
 Engineer: J. NATE REEVE, P.E.
 Planner: C. CAVE
 Designer: S. SIMRAYTH
 Date: 4/17/2025
 Name: FARMINGTON RESERVE
 Number: 8298-01

Sheet **3** of **3** Sheets

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Adoption of FY26 Budget Amendment #2 - municipal budget

PRESENTED BY: Levi Ball, Finance Director

MEETING DATE: February 17, 2026



160 S Main
Farmington Utah 84025

City Council Staff Report

To: Honorable Mayor and City Council

From: Levi Ball, Finance Director

Date: February 17, 2026

SUBJECT: **ADOPTION OF FY26 BUDGET AMENDMENT #2 – MUNICIPAL BUDGET**

RECOMMENDATION

Upon review of the budget amendment narrative and fund summary schedule the City Council approves the resolution to amend the FY26 municipal budget.

BACKGROUND

Administration requests to amend budgets for items that were unforeseen, unplanned, or of different dollar amounts than originally budgeted during the fiscal year. Additionally, some budget amendments are for carryover budgets that were approved in a prior fiscal year but did not occur until the current fiscal year. Some expense items are covered by certain revenue sources and some items require the use of fund balance. Please see the attached narrative and summary of amendments by fund.

SUPPLEMENTAL INFORMATION

1. Budget Amendment Narrative
2. Summary of the Budget Amendments by Fund

Respectfully submitted,

Levi Ball
Finance Director

Review and concur,

Brigham Mellor
City Manager

NARRATIVE

FY26 BUDGET AMENDMENT #2

Table of Contents

A.	North Cottonwood Commons Construction (\$8.75m exp increase, carryover).....	2
B.	Transfer from Street Fund to Park Fund for NC Commons (\$2m transfer)	2
C.	Transfer from General Fund to Park Fund for NC Commons (\$1m transfer)	2
D.	West Side Fire Station Construction (\$16m exp and rev increase, carryover)	2
E.	Main Street Widening – UDOT Project (\$3.3m exp and rev increase, carryover)	3
F.	Materials Storage Building at Public Works (\$1.1m exp increase, carryover).....	3
G.	Three Additional Firefighters & Full-time Fire Marshal (\$296,000 exp increase).....	3
H.	Sewer District Passthrough Fees (\$50,000 exp and rev increase)	3
I.	Reallocate Budget for Police IT Services (\$45,940 exp reallocation).....	4
J.	Insurance Premiums (\$40,000 exp increase).....	4
K.	Reallocate Building Maintenance Department (\$1.2m exp reallocation)	4
L.	Administrative Overhead Cost Allocation (\$57,600 exp reallocation)	4
M.	Transportation Master Plan and TPA Grant (\$100,000 exp and rev increase).....	5
N.	Lagoon Drive Widening and Waterline Upsize (\$137,500 exp increase, carryover)	5
O.	Police Vehicle Replacement – Car Accident (\$39,500 exp and rev increase)	5
P.	Vehicle Replacements (\$57,000 exp increase)	5
Q.	HVAC Panel Replacement at Police Station (\$32,000 exp increase)	5
R.	Medical Safes for Controlled Substances at Fire Station (\$12,500 exp increase)	5

A. North Cottonwood Commons Construction (\$8.75m exp increase, carryover)

Park Improvement Fund #42

One-time Change

The new park is now open! The city is close to making the final payments for the construction. The initial FY26 budget did not include these costs because at that time it was unclear on the amount and timing of the payments. However, city staff anticipated and planned on doing a large budget amendment for this during the year once the amount and timing became clearer.

The total cost of the park will be around \$16,000,000 with several different funding sources such as park impact fees, storm water impact fees, RAP taxes, redevelopment property tax increment, and UDOT settlement money from the West Davis Corridor.

B. Transfer from Street Fund to Park Fund for NC Commons (\$2m transfer)

Capital Street Improvements Fund #38

Park Improvement Fund #42

One-time Transfer

In FY22 the city received \$5.5m from UDOT for settlement condemned properties along the West Davis Corridor. Initially \$3.5m of that settlement was receipted directly into the Park Improvement Fund to be used to pay for the new park North Cottonwood Commons. We are now transferring the remaining \$2m of that settlement money to the Park Improvement Fund to go towards the construction of the park.

C. Transfer from General Fund to Park Fund for NC Commons (\$1m transfer)

General Fund #10

Park Improvement Fund #42

One-time Transfer

The initial project planning for the park included borrowing \$1.2m to help pay for the construction. The initial plan also projected collecting a certain amount of park impact fees from new business development in the north station park area. The development that would generate the impact fees has been delayed longer than originally expected. The city also opted not to borrow money and instead use cash reserves in the Park Improvement Fund to avoid paying additional interest.

This transfer would help prevent the Park Improvement Fund from having a negative cash balance caused by the construction costs in FY26. This is considered a loan from the General Fund which will eventually be repaid and transferred back to the General Fund as development increases and park impact fees are collected.

D. West Side Fire Station Construction (\$16m exp and rev increase, carryover)

Capital Fire Fund #43 – Fire Portion

Govt Building Improvements Fund #37 – Police Portion

One-time Change

The city will soon begin construction of the new fire station on the west side. This is a carryover budget from prior years. The new fire station will also include a police substation component. The Police Department portion of the total cost is projected to be \$2.7m with the remaining \$13.3m allocated to the Fire Department.

The funding for this fire station largely comes from the sale of a piece of property for \$10.5m. Those sales proceeds (less the money in escrow for title matters) have been receipted into the Real Estate Property Capital Fund and will subsequently be transferred into the Capital Fire Fund and Government Building Improvement Fund to help pay for the construction costs. The remaining funds will be acquired through Police and Fire facility impact fees.

E. Main Street Widening – UDOT Project (\$3.3m exp and rev increase, carryover)

Class C Roads Fund #11

One-time Change

This is a UDOT project that includes participation from both Davis County and Farmington City. Davis County will contribute \$3m towards the project which will be paid to Farmington City and then subsequently the city will pay it to UDOT. The city will also contribute an estimated \$300,000 in FY26. There will be additional city contributions in FY27 which will be included in the proposed FY27 budget. The FY25 budget included \$500,000 for this project but not all of the money ended up being spent in FY25.

F. Materials Storage Building at Public Works (\$1.1m exp increase, carryover)

Class C Roads Fund #11

One-time Change

This storage facility will be constructed behind the current public works building and has been planned and budgeted for several years going back to FY23. Various factors have delayed the construction of the building until now. Construction is anticipated to begin shortly. \$950,000 has been previously budgeted for the cost of construction but the current estimate has increased to \$1,100,000.

G. Three Additional Firefighters & Full-time Fire Marshal (\$296,000 exp increase)

General Fund #10 – Fire Department

Ambulance Fund #55

Ongoing Change

This personnel change was presented to the council in the work session on 11/18/25. Direction at that time was to move forward with the hire of three additional full-time firefighters and to move the Fire Marshal position from part-time to full-time. This budget amendment is solely for the half year cost of the salaries and benefits for FY26. The FY27 budget will include the full annual cost of payroll and benefits. Firefighter salaries and benefits are allocated to both the General Fund and Ambulance Fund.

H. Sewer District Passthrough Fees (\$50,000 exp and rev increase)

Sewer Fund #52

Ongoing Change

The city operates as the billing agency for the Central Davis Sewer District. The sewer district sets their rates and the city rate is based off of that plus a small increase to cover the administrative costs to the city. The current FY26 budgets for both the revenue collected and offsetting expense paid to the sewer district need to be increased to better match actual transactions. This budget amendment does not result in any additional cost to the city.

I. Reallocate Budget for Police IT Services (\$45,940 exp reallocation)

General Fund #10 – Police Department

General Fund #10 – Administrative Department

Ongoing Change

The Police Department historically operated under a separate IT contractor than the rest of the city. In FY26 the city consolidated to move IT under a single contractor and established budgets to facilitate that transition. This budget amendment is not increasing the budget but rather reallocating the existing budget to the administrative department where these costs are charged.

J. Insurance Premiums (\$40,000 exp increase)

General Fund #10 – Administrative Department

Water Fund #51

Ongoing Change

Farmington City participates in a risk pool called URMA (Utah Risk Management Agency) which allows us to be self-insured for liability claims against the city. In addition to the pool the city also has other insurance policies for various risks such as property damage, high value vehicles, cyber security, crime, etc.

Over the last couple years our premiums have increased and the corresponding ongoing budgets have not been adjusted sufficiently. This budget amendment is needed to adjust the ongoing budget to match the actual costs to the city. The premium increases stem mainly from these policies: property damage, high value vehicles, PD off-duty auto liability, and additional liability claims against the city.

K. Reallocate Building Maintenance Department (\$1.2m exp reallocation)

Multiple Departments and Funds

Ongoing Change

This is largely an administrative accounting change to dissolve a section of GL accounts that have been used for building maintenance and reallocate them to the corresponding departments and funds they affect. The overall budget will not increase. The motivation for this change is to reduce confusion and better organize our general ledger chart of accounts.

L. Administrative Overhead Cost Allocation (\$57,600 exp reallocation)

Multiple Departments and Funds

Ongoing Change

This is largely an administrative accounting change to adjust the overhead cost allocation for the Administrative, City Attorney, and City Manager departments. These departments help facilitate the operations of the enterprise utility funds and costs are appropriately allocated to those funds. This budget amendment is to adjust that overhead allocation to better match the actual cost of these departments. The result of this adjustment will shift an additional \$57,600 of expenses out of the General Fund and into the utility enterprise funds.

M. Transportation Master Plan and TPA Grant (\$100,000 exp and rev increase)

Transportation Utility Fund #56

One-time Change

The city was approved for a \$100,000 TPA Grant to help pay for a transportation master plan. This budget amendment will increase both the expense and revenue budgets. When the FY26 budget was adopted, the city was not sure if this grant would be awarded or not and accordingly did not include it in the budget at that time.

N. Lagoon Drive Widening and Waterline Upsize (\$137,500 exp increase, carryover)

Capital Street Improvements Fund #38

Water Fund #51

One-time Change

This is a project that was included in the FY25 budget and the project was delayed. The overall cost also increased from the original budget of \$100,000. This project involves widening the road and also increasing the size of the waterline underneath the road.

O. Police Vehicle Replacement – Car Accident (\$39,500 exp and rev increase)

Capital Equipment Fund #39

One-time Change

One of the city police vehicles was involved in an accident and totaled. The city received \$39,500 of insurance proceeds for the vehicle. This budget amendment is to increase the expenditure budget by the amount of insurance proceeds received to put toward a replacement vehicle.

P. Vehicle Replacements (\$57,000 exp increase)

Capital Equipment Fund #39

One-time Change

Two vehicles currently used are getting older and require more and more repairs. The city Fleet Manager recommended that they get replaced to avoid additional costly repairs. Staff will also use this opportunity reallocate vehicles between departments to best meet city needs and purchase two vehicle replacements. This budget amendment includes the cost of the replacement vehicles reduced by the anticipated sales proceeds the city will receive.

Q. HVAC Panel Replacement at Police Station (\$32,000 exp increase)

Government Building Improvements Fund #37

One-time Change

The HVAC panel at the Police Station unexpectedly stopped working. The air conditioner in the building currently does not work and this panel will need to be replaced prior to the hotter summer months.

R. Medical Safes for Controlled Substances at Fire Station (\$12,500 exp increase)

Ambulance Fund #55

One-time Change

DEA requires EMS agencies that dispense narcotics to follow rules and parameters to ensure the accountability of a controlled substance. Currently, Fire is not in compliance and must improve the control parameters with the purchase of these safes.

Fund Budgets Amended during FY26 - Budget Amendment #2
Fiscal Year Ending June 30, 2026
Farmington City Corporation

GOVERNMENTAL FUNDS

General Fund (10)

Revenues:

	Adopted Budget	BA #1	BA #2	Budget After BA #2
Taxes Received	15,237,000			15,237,000
Intergovernmental	528,549	10,000		538,549
Licenses, Permits, Fees Received	1,328,600			1,328,600
Cost Sharing, Contributions Received	227,000			227,000
Charges for Services Revenue	293,200			293,200
Interest & Investment Earnings	150,200			150,200
Transfers In	720,000			720,000
Misc Revenue	50,000			50,000
Revenue total	18,534,549	10,000	-	18,544,549

Expenditures:

Administration	1,326,898		134,349	1,461,247
Buildings	701,968	(8,800)	(693,168)	(0)
City Attorney	495,901		30,500	526,401
City Manager and Economic Development	390,863		14,200	405,063
Community Development	1,473,704	6,000		1,479,704
Engineering	251,094			251,094
Fire	2,925,022	17,000	288,315	3,230,337
Legislative	161,767			161,767
Parks & Cemetery	1,661,894	(8,800)	68,200	1,721,294
Police	5,693,707	10,000	67,521	5,771,228
Streets	763,351		377,378	1,140,729
Debt service for equipment	56,000	17,600		73,600
Transfers Out	2,434,553		1,000,000	3,434,553
Total Expenditures	18,336,723	33,000	1,287,295	19,657,018
Net change in fund balance	197,826	(23,000)	(1,287,295)	(1,112,469)

Fund Budgets Amended during FY26 - Budget Amendment #2
Fiscal Year Ending June 30, 2026
Farmington City Corporation

	Adopted Budget	BA #1	BA #2	Budget After BA #2
Special Revenue - RDA US HWY 89 (20)				
Revenue	3,600			3,600
Transfer In	-			-
Expenditures	12,000			12,000
Transfers Out	-			-
Net change in fund balance	(8,400)	-	-	(8,400)
Special Revenue - RDA Station Park (22)				
Revenue	22,100			22,100
Transfers In	-			-
Expenditures	3,000			3,000
Transfers Out	-			-
Net change in fund balance	19,100	-	-	19,100
Debt Service - RAP Tax Bond (30)				
Revenue	651,700			651,700
Transfers In	-			-
Expenditures	-			-
Transfers Out	650,000			650,000
Net change in fund balance	1,700	-	-	1,700
Debt Service - 2015 G.O Park Bond (35)				
Revenue	413,300			413,300
Transfers In	-			-
Expenditures	411,000			411,000
Transfers Out	40,000			40,000
Net change in fund balance	(37,700)	-	-	(37,700)

Fund Budgets Amended during FY26 - Budget Amendment #2
Fiscal Year Ending June 30, 2026
Farmington City Corporation

	Adopted Budget	BA #1	BA #2	Budget After BA #2
Capital Projects - Class C Roads (11)				
Revenue	2,052,000		3,000,000	5,052,000
Transfers in	-			-
Expenditures	1,734,642	105,000	4,400,000	6,239,642
Transfers Out	-			-
Net change in fund balance	317,358	(105,000)	(1,400,000)	(1,187,642)
Capital Projects - Govt Buildings (37)				
Revenue	443,362			443,362
Transfers In	-		2,700,000	2,700,000
Expenditures	90,149		2,817,305	2,907,454
Transfers Out	-			-
Net change in fund balance	353,213	-	(117,305)	235,908
Capital Projects - Streets (38)				
Revenue	2,218,284			2,218,284
Transfers In	152,000			152,000
Expenditures	943,000	171,000	72,500	1,186,500
Transfers Out	-		2,000,000	2,000,000
Net change in fund balance	1,427,284	(171,000)	(2,072,500)	(816,216)
Capital Projects - Equipment (39)				
Revenue	49,000		47,500	96,500
Transfers In	450,000			450,000
Expenditures	410,404		104,500	514,904
Transfers Out	-			-
Net change in fund balance	88,596	-	(57,000)	31,596

Fund Budgets Amended during FY26 - Budget Amendment #2
Fiscal Year Ending June 30, 2026
Farmington City Corporation

	Adopted Budget	BA #1	BA #2	Budget After BA #2
Capital Projects - Land Acquisition (40)				
Revenue	10,996,400			10,996,400
Transfers In	-			-
Expenditures	-			-
Transfers Out	-		10,000,000	10,000,000
Net change in fund balance	10,996,400	-	(10,000,000)	996,400
Capital Projects - Park Improvements (42)				
Revenue	1,759,840	33,080		1,792,920
Transfers In	-		3,000,000	3,000,000
Expenditures	439,149	33,080	8,750,000	9,222,229
Transfers Out	-			-
Net change in fund balance	1,320,691	-	(5,750,000)	(4,429,309)
Capital Projects - Capital Fire (43)				
Revenue	542,173		6,000,000	6,542,173
Transfers In	-		7,300,000	7,300,000
Expenditures	-		13,300,000	13,300,000
Transfers Out	-			-
Net change in fund balance	542,173	-	-	542,173
Permanent Fund - Cemetery Perpetual Care (48)				
Revenue	14,200			14,200
Transfers In	-			-
Expenditures	-			-
Transfers Out	-			-
Net change in fund balance	14,200	-	-	14,200

Fund Budgets Amended during FY26 - Budget Amendment #2
Fiscal Year Ending June 30, 2026
Farmington City Corporation

	Adopted Budget	BA #1	BA #2	Budget After BA #2
ENTERPRISE FUNDS				
Water Fund (51)				
Revenue	5,435,315			5,435,315
Transfers In	-			-
Expenditures	10,963,432		9,000	10,972,432
Transfers Out	-			-
Change in Net Position	(5,528,117)	-	(9,000)	(5,537,117)
Sewer Fund (52)				
Revenue	3,966,700		50,000	4,016,700
Transfers In	-			-
Expenditures	3,969,376		29,600	3,998,976
Transfers Out	-			-
Change in Net Position	(2,676)	-	20,400	17,724
Garbage Fund (53)				
Revenue	2,507,300			2,507,300
Transfers In	-			-
Expenditures	2,471,839		(13,500)	2,458,339
Transfers Out	-			-
Change in Net Position	35,461	-	13,500	48,961
Storm Water Fund (54)				
Revenue	2,218,874			2,218,874
Transfers In	-			-
Expenditures	3,133,345	67,000	(31,800)	3,168,545
Transfers Out	30,000			30,000
Change in Net Position	(944,471)	(67,000)	31,800	(979,671)

Fund Budgets Amended during FY26 - Budget Amendment #2
Fiscal Year Ending June 30, 2026
Farmington City Corporation

	Adopted Budget	BA #1	BA #2	Budget After BA #2
Ambulance Fund (55)				
Revenue	855,600	(10,000)		845,600
Transfers In	-			-
Expenditures	1,222,990		63,200	1,286,190
Transfers Out	-			-
Change in Net Position	<u>(367,390)</u>	<u>(10,000)</u>	<u>(63,200)</u>	<u>(440,590)</u>
Transportation Fund (56)				
Revenue	872,700		100,000	972,700
Transfers In	-			-
Expenditures	931,000		75,000	1,006,000
Transfers Out	-			-
Change in Net Position	<u>(58,300)</u>	<u>-</u>	<u>25,000</u>	<u>(33,300)</u>
Recreation Fund (60, 67)				
Revenue	1,043,589			1,043,589
Transfers In	1,832,553			1,832,553
Expenditures	2,864,115		23,600	2,887,715
Transfers Out	-			-
Change in Net Position	<u>12,027</u>	<u>-</u>	<u>(23,600)</u>	<u>(11,573)</u>

RESOLUTION NO. 2026-____

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

WHEREAS, upon proper review and consideration, the City Council has held a public hearing concerning proposed amendments to its FYE 6-30-26 municipal budget.

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

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

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

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

Section 1. FYE 6-30-26 Municipal Budget Amendment. The attached document entitled ‘Fund Budgets Amended by FY26 Budget Amendment #2’, incorporated herein by reference, is hereby adopted.

Section 2. Miscellaneous Provisions.

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 17th DAY OF FEBRUARY, 2026.

ATTEST

FARMINGTON CITY

DeAnn Carlile,
City Recorder

Brett Anderson,
Mayor

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Miller Hollow Schematic Subdivision alternate lot standards

PRESENTED BY: Shannon Hansell, City Planner

MEETING DATE: February 17, 2026

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Shannon Hansell - Planner
Date: 02/17/2026
Subject: **Miller Hollow Subdivision – Schematic Subdivision**

RECOMMENDED MOTION

Move that City Council approve the schematic subdivision plan with alternate lot standards for the Miller Hollow Subdivision, subject to all applicable Farmington City development standards and ordinances, and the condition that all remaining DRC requirements are addressed.

Findings:

1. The SSF Lot will create more affordable housing and owner occupancy for building equity meeting the Moderate-Income Housing route to qualify for use of Alternate Lot Standards.
2. The SSF Lot can be accessed and services as designed and is designed with sufficient space for construction of a modest home.

BACKGROUND

The subject property is zoned the same as the surrounding neighborhoods and the applicant is seeking approval to develop the 8-acre site in a similar manner to homes in the area. In fact, the applicant is the developer of the Miller Hollows project to the south.

The AE zone has a conventional lot size of 1 acre or larger; however, generally development takes advantage of an alternate lot size option as provided in the ordinance by providing open space, moderate income housing, or some other public benefit. In order to qualify for the number of lots being proposed the applicant is proposing the inclusion of an SSF lot which requires a deed restriction wherein the home built on the SSF lot must be owner occupied for a time.

The Yield plan provided by the applicant shows a scenario where 14 lots could be developed under an alternate lot size scenario. The applicant is only seeking 9 lots + an SSF lot with a large lot anticipated for a future church building.

While the yield plan is based off of ½ lots, once a base density is established the applicant may utilize the minimum lot width provided in 11-12-090 being 11,667 square feet. Each lot in the proposed project is 13,000 square feet (roughly 1/3 acre) or larger with a large SSF lot (2B) which would be accessed from 250 South Street being over 12,000 sq. ft.

The Planning Commission made a recommendation for approval on February 5, 2026, finding that the proposed SSF lot merits the use of the Alternate Lot size in this subdivision schematic plan. At the previous Planning Commission meeting on January 22, a public hearing was held which discussed mainly property boundary concerns from neighbors, especially regarding the SSF lot (Lot 2B). The Commission tabled the item and in the interim, the applicant discussed solutions with the neighbors regarding fence lines and reducing the size of Lot 2B in favor of the neighboring property at 587 W 250 South. The applicant and neighbors returned to the February 5 meeting with apparent resolution of the prior issues, leading to the positive recommendation.

Respectfully submitted,

Shannon Hansell

Shannon Hansell
Planner

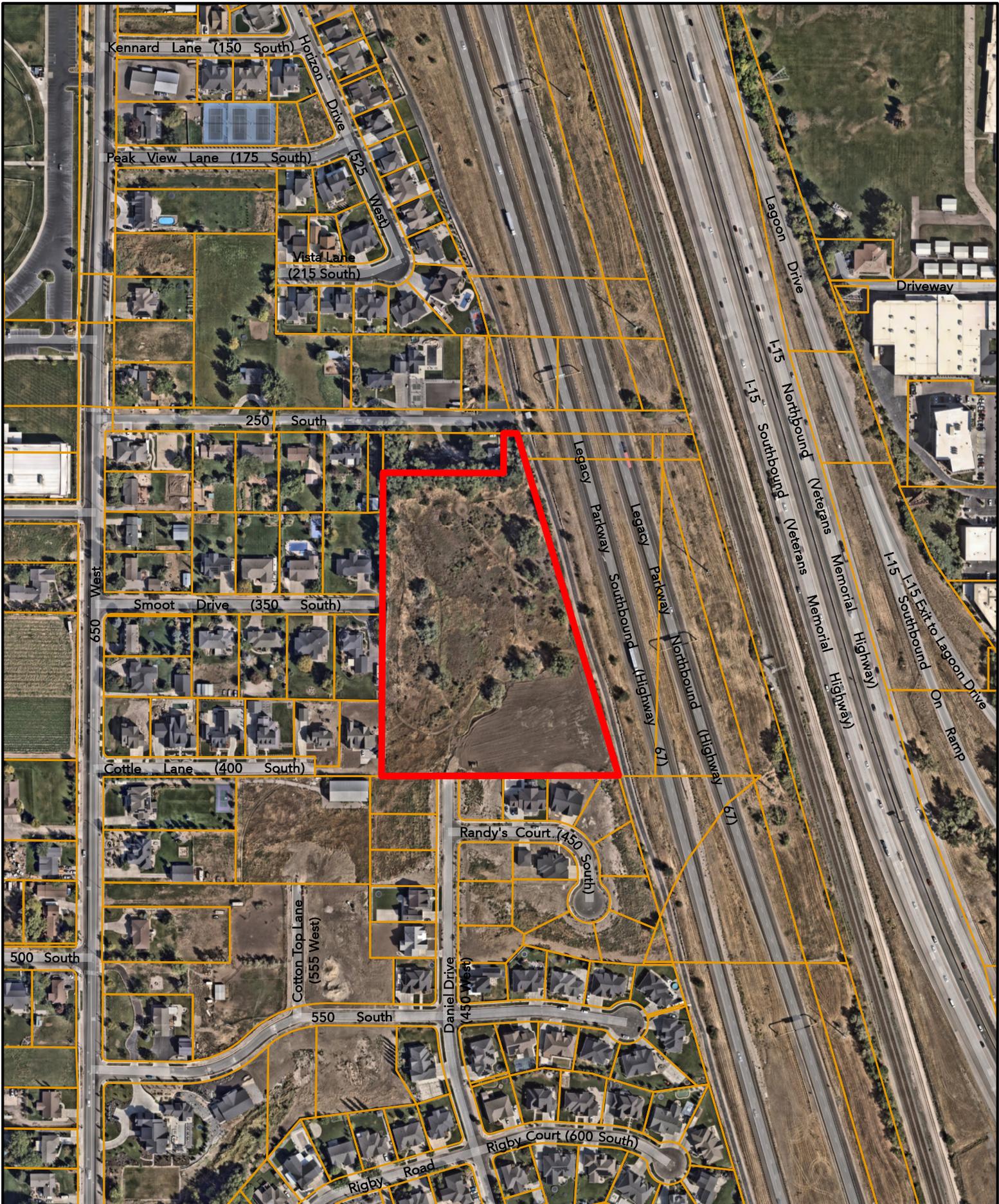
Review and concur,



Brigham Mellor
City Manager

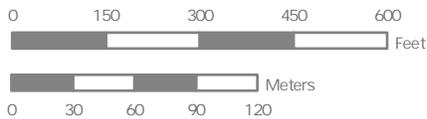
Supplemental Information

1. Vicinity Map
2. Yield Plan
3. Schematic Subdivision Plan
4. SSF Lot Deed Restriction Draft



VICINITY MAP

Miller Hollow



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained in 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.

Upon recording return to:

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

DEED RESTRICTION
Owner Occupancy
Governing For-Sale Accessory Dwelling Unit

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

WITNESSETH:

A. Grantor holds legal title to approximately 8 acres of land located at 350 South 450 West known as the Miller Hollow Subdivision (the “Development”), and intends to construct a housing development, consisting of single-family homes.

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

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

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

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

F. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon this SSF Lot, Lot 2B (the “Restricted Lot”) within the Development as a covenant running with the land and binding upon any successors to Grantor, as owner thereof. The legal description of the Restricted Lot is “All of Lot 2B of the Miller Hollow Subdivision, Farmington City, Davis County, Utah.” The property description and

identification of the Restricted Lot is attached as Exhibit A and incorporated by this reference.

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

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

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

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
 - (a) "City" shall mean Farmington City, a political subdivision of the State of Utah.
 - (b) "Household" means all related and unrelated individuals occupying a Unit.
 - (c) "HUD" means the United States Department of Housing and Urban Development.
 - (d) "Notice" means correspondence complying with the provisions of Section 10(b) of this Deed Restriction.
 - (e) "Restricted Lot" means the SSF Lot identified on the subdivision plat as Lot 2B and described in Section G of the recitals.
 - (f) "Tenant" means an occupant of the Restricted Lot other than an owner or operator.
3. **Affordable Unit.**
 - (a) The initial sale of the Restricted Lot and its associated dwelling unit shall be to a bona fide purchaser for owner-occupation.
 - (b) shall be recorded against the Restricted Lot, at the time of plat recordation.

4. Occupancy Requirement.

(a) This Deed Restriction shall remain in effect from the date that occupancy was established for the dwelling on the Restricted Lot, and continuing for a period of **two (2) years** thereafter (the “Restricted Period”) unless earlier terminated in accordance with Section 8(h) hereof.

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

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

5. Advertisement.

During marketing to sell the Restricted Lot during the Restricted Period, all advertising shall indicate that the unit is subject to an owner-occupancy deed restriction.

6. Enforcement.

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

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

(c) The City may delegate the responsibility of monitoring Grantor for compliance with this Deed Restriction to any not-for-profit or government organization. In no case shall this delegation result in additional fees or financial responsibilities of Grantor. Grantor agrees to cooperate with any delegate of the City to the same extent as required under this Deed Restriction as long as the City has notified Grantor in writing of such delegation of responsibility.

7. Covenants to Run with the Property.

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

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

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

(d) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants running with the land, encumbering the Property for 2 years from initial occupancy, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the City and its successors and assigns, for the Restricted Period.

8. Miscellaneous Provisions.

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

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

Grantor:

Attn: _____

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

City:

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

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

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

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

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

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

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

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

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

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

GRANTOR:

By: Brock Johnston

Title: Owner

STATE OF UTAH

ss:

COUNTY OF DAVIS

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

Notary Public

Printed Name: _____

My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

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

Notary Public

Printed Name: _____

My Commission Expires: _____

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: SIRQ Construction Manager / General Contractor guaranteed maximum price for Fire Station 72

PRESENTED BY: Chad Boshell, P.E. Assistant City Manager

MEETING DATE: February 17, 2026

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: November 18, 2025
SUBJECT: **SIRQ CM/GC GUARANTEED MAXIMUM PRICE FOR FIRE STATION 72**

RECOMMENDATION

Approve the Guaranteed Maximum Price (GMP) for the construction of Fire Station 72 per the construction manager / general contractor (CM/GC) agreement previously approved on November 18, 2025 with SIRQ Construction.

BACKGROUND

Per the terms of our construction manager / general contractor (CM/GC) agreement with SIRQ construction approved in the November 18, 2025 Farmington City Council meeting, the City and the contractor were expected to come back with a “guaranteed maximum price” (GMP) before starting construction. When utilizing a CM/GC construction method, the City, contractor (SIRQ), and architect (Blalock) sift through bids from sub-contractors bidding on the project. The intent is to maintain the project's integrity while reducing the cost.

City Staff, Blalock, and SIRQ have met weekly refining the design and preparing the project for bid. SIRQ has bid the project and staff is reviewing the bids for the fire station. Attached is the blank GMP Amendment, the final form will be provided to the City Council prior to the meeting.

SUPPLEMENTAL INFORMATION

1. GMP Amendment

Respectively Submitted



Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur



Brigham Mellor
City Manager



3900 North Traverse Mountain Blvd Suite 202

Lehi, UT 84043 801.253.7825

GMP Amendment Farmington Fire Station #72

471 North Innovator Drive, Farmington City, UT 84025

2/9/2026

Description of work	Total	Salt Shed Total	Bid Subcontractors
GENERAL CONDITIONS	\$	\$	
SURVEY	\$	\$	
CLEANING	\$	\$	
DEMOLITION	\$	\$	
CONCRETE	\$	\$	
MASONRY	\$	\$	
STEEL	\$	\$	
ROUGH CARPENTRY	\$	\$	
ARCHITECTURAL WOODWORK	\$	\$	
DAMPPROOFING	\$	\$	
INSULATION	\$	\$	
EIFS	\$	\$	
AIR BARRIER	\$	\$	
SIDING	\$	\$	
ROOFING	\$	\$	
ROOF ACCESSORIES	\$	\$	
JOINT SEALANTS	\$	\$	
DOORS, FRAMES, HARDWARE	\$	\$	
OVERHEAD DOORS	\$	\$	
STOREFRONT	\$	\$	
DRYWALL	\$	\$	
TILE	\$	\$	
ACOUSTICAL CEILINGS	\$	\$	
FLOORING	\$	\$	
PAINTING	\$	\$	
SIGNAGE	\$	\$	
SPECIALTIES	\$	\$	
EQUIPMENT	\$	\$	
WINDOW COVERINGS	\$	\$	
ELEVATORS	\$	\$	
FIRE SPRINKLER	\$	\$	
PLUMBING	\$	\$	
HVAC	\$	\$	
ELECTRICAL	\$	\$	
EARTHWORK	\$	\$	
ASPHALT	\$	\$	
FENCING	\$	\$	
SITE FURNISHINGS	\$	\$	
LANDSCAPING	\$	\$	
Sub Total	\$	\$	
Contingency			
Inclement Weather Conditions	\$	\$	
Design Contingency	\$	\$	
Contractor Contingency	\$	\$	
Owner Contingency	\$	\$	
Indirects			
Warranty	\$	\$	
Building Permit	\$	\$	
General Liability	\$	\$	
Project Specific Insurance Policy	\$	\$	

Builders Risk	\$	\$	
Payment & Performance Bond	\$	\$	
Procure License	\$	\$	
Sub Bonding	\$	\$	
Fee			
Contractors Fee	\$	\$	
SIRQ Preconstruction Fee	\$	\$	
Guaranteed Maxium Price - Grand Total:	\$	\$	

	General Clarifications
1	
2	
3	
4	
5	
	Job Specific Clarifications
6	
7	
8	
9	
10	
	Allowances
11	
12	
13	
14	
15	
	Alternates
16	
17	
18	
19	
20	

SIRQ Signature: _____

Owner Signature: _____

CITY COUNCIL AGENDA



SUMMARY ACTION

1. Approval of Minutes 02.03.26
2. Monthly Financial Report
3. Lagoon Contract Approval
4. Resolution appointing Shauna Wardrup to serve on the Historic Preservation Commission for the term of 01/06/26-12/31/27

FARMINGTON CITY – CITY COUNCIL MINUTES

February 3, 2026

WORK SESSION

Present:

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

*Councilmember Kristen Sherlock,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,
Assistant City Manager/City Engineer Chad
Boshell, and
Finance Director Levi Ball.*

Mayor **Brett Anderson** called the work session to order at 6:06 p.m.

MANDATORY ANNUAL TRAINING

City Attorney **Paul Roberts** offered the annual mandatory Open Public Meetings Act training to help remind the Council to conduct deliberations and take actions openly. A quorum should not deliberate outside of a public meeting. If a decision is made in a nonpublic meeting, it would not be effective. **Roberts** defined a meeting including having a quorum present, being convened by authorized individuals, following the noticing process, receiving public comment, deliberating relevant matters, and taking action on relevant matters.

While the State Legislature has not changed anything since 2024, **Roberts** noted some recent changes. Pre-COVID, electronic meetings were not allowed at all without strict notice. During COVID, things loosened a bit but required renewal due to the continuing state of emergency. Now, a completely electronic meeting is allowed if approved by the body as long as the public is notified. An anchor location is not needed anymore unless requested at least 12 hours prior by a member of the public.

The most recent change was made in 2024 and considered predetermination. Councilmembers should not collude to predetermine an action to be taken by the body.

Meeting agendas should be made public at least 24 hours in advance. Items not on the agenda should not be discussed. If an item is discussed longer than a few minutes during a public meeting, **Roberts** pushes to have the item put on a future agenda.

Meeting minutes should be a simple record capturing the substance of the discussion and a summary of comments. Names of those giving public comment are required, but under law no other information (such as address) is. Pending minutes should be prepared within 30 days of a meeting, and those minutes should be approved within three business days. Any variances should be reported to the County Attorney.

Closed meetings can only be held under certain circumstances, and recordings of those meeting are made for most purposes. Those audio recordings are considered a record, but Zoom recordings do not need to be retained (although they often are). Any items distributed during closed meetings (such as site plans) are considered “protected” under the Government Records

and Management Act (GRAMA). Items discussed during a closed meeting should be kept confidential.

Roberts said conflicts of interest can be separated into four different categories. First, a direct conflict of interest is when you are the applicant or own a business directly regulated by the City. Second, an indirect conflict of interest is when you are assisting the applicant, helping close the transaction, or receiving compensation for assisting an applicant with the transaction. This could apply to a realtor or attorney. Third, an associational conflict is when you help a family member or close friend. The last involves an investment, when you own part of a business regulated by the City or engaging in a transaction with the City.

State law requires disclosure as a remedy to this gradient of conflicts. If you get compensation for a transaction, you should provide a written disclosure to the mayor. While someone who has disclosed a conflict could still legally participate in a discussion and vote, residents would be unhappy and perceive self-dealing. While recusal is not required, it is recommended.

Roberts also provided training on the problematic nature of accepting gifts from vendors, clients, applicants, and those seeking to do business with the City. An offer in exchange for an action (influence, decision, or vote) is illegal. Exceptions include campaign contributions and non-pecuniary gifts worth less than \$50. It is an abuse of power when a public official uses their office for their own purposes or aggrandizement. It is unlawful to use the office to substantially influence their own economic interest or secure special privileges for others.

Ethical concerns should be communicated with peers, the mayor, or city attorney. Ethical concerns involving elected officials should be referred to the Utah State Political Subdivision Ethics Review Commission, which can investigate, issue subpoenas, and report back to the Council.

Roberts reviewed how two recent cases (in Ivins and North Logan City) have affected Utah land use case law. When there is an ambiguity in land use law, the decision should be made in favor of the applicant, who has underlying property rights, because the playing field is not uniformly even. If there is not a clear answer, you should side with the applicant.

GOVERNING BODY REPORTS:

City Manager Report

City Manger **Brigham Mellor** reminded the Council about their annual retreat on March 6 and 7 in Midway, Utah.

Mayor Anderson and City Council Reports

Councilmember **Kristen Sherlock** said finding the dumpsters at the new City park is a challenge and suggested signage. **Isaacson** said signage would also be helpful to inform park patrons about the fireplace use. **Layton** suggested offering bags for pet waste disposal. A general “how to use your park” sign may help.

Councilmember **Amy Shumway** expressed concern with the turn arrows painted on the asphalt next to Maverik. Assistant City Manager/City Engineer **Chad Boshell** said it is a Utah Department of Transportation (UDOT) issue that can be reported on their Click ‘N Fix website.

Councilmember **Melissa Layton** asked if the City could pay for a better system to lower and raise the blinds used at the community center. **Mellor** said they could after the new budget begins July 1.

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,
Assistant City Manager/City Engineer Chad
Boshell,
Public Works Director Larry Famuliner,
Police Chief Austin Anderson, and
Fire Chief Shelby Willis.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:05 p.m. Councilmember **Melissa Layton** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Scott Isaacson**.

PRESENTATION:

Student of the Month: Daphne Wilcock

Daphne Wilcock was nominated by her Interior Design teacher. **Daphne** is an exceptional ninth grader who consistently demonstrates responsibility, kindness, and a strong commitment to excellence. Her attention to detail and thoughtful approach to her work set her apart. She produces high-quality projects and communicates with adults in a mature and confident way. She often goes above and beyond by volunteering to help clean up after class, assisting others without being asked, and consistently setting an example of responsibility and dedication.

BUSINESS:

Tri Pointe Townhomes – Project Master Plan (PMP), Schematic Subdivision, and Schematic Site Plan

City Attorney **Paul Roberts** presented this agenda item, as Planning Staff is out of town. This project is south of North Cottonwood Commons Park and was previously entitled for 407 multifamily apartments. The land was recently sold to a townhome developer who doesn't build apartments. Now 163 for-sale townhomes are being proposed. To satisfy the 10% moderate-income housing requirement, the applicant is proposing to deed 16 buildable lots to the City instead of paying a fee in lieu or providing open space, or other public benefit. The lots are near the new park and could be used to build moderate-income housing. The greenway could be connected to the Denver and Rio Grande Western (D&RGW) Rail Trail to the west. The City would be responsible for paying for the boardwalk installation. A land swap is also proposed on the northwest part of the parcel, which would allow the new Fire Station extra room on the north, and more room and frontage for the applicant on the east.

Isaacson had some comments regarding the Development Agreement (DA), which mentions that the land being deeded to the City would be used for a park. He would like more flexibility to do more with it than a park, especially since the City is already considering affordable housing. He feels the City should be able to determine the use of any land deeded to them. **Roberts** suggested that the land simply be donated to the Redevelopment Agency. **Isaacson** also found two references to Commerce Drive, a name that the City is not using for that road, in the DA.

City Manager **Brigham Mellor** said deeding land to the City for moderate-income housing is a new concept that will be reviewed decades into the future.

Applicant **Colton Chronister** with Tri Pointe Homes, addressed the Council. He said his company is thoughtful about designs, holding a four-day charrette workshop to look at the proposed site, understand the City and surrounding land, and consider materials that would make the development unique to the certain location. He is fine with the proposed changes to the Development Agreement mentioned earlier by **Isaacson**.

Isaacson said more trees are needed along the street in the landscape design. **Chronister** said he is happy to have that discussion with the City in order to meet their landscaping standards. **Mellor** mentioned that the park strip was designed to be 8 feet wide in order to make room for trees. **Isaacson** noted that the west boundary is on a steep slope on the Rail Trail.

Chronister said that due to an Enbridge easement at that location, the applicant is proposing ornamental grass as a landscaping buffer. At this stage in the development process, the applicant has not provided detailed landscaping design. A Homeowner's Association (HOA) will maintain the development's private drives.

Councilmember **Kristen Sherlock** expressed concerns about a high water table in the areas shown as Lots 81, 82, 83 by the trail and Lots 115-123 by the fire station. **Chronister** said this would be addressed at the preliminary design in the next step of the development process, when he will work with a consultant to mitigate portions of those wetlands, which have already been delineated. Whether or not the townhomes will have a basement or even a half basement will depend on further study.

Isaacson said the Project Master Plan (PMP) calls for underground detention even though there is a high water table there. Assistant City Manager/City Engineer **Chad Boshell** said the Development Review Committee (DRC) approved of it in concept. However, it may be too early to know yet because the applicant plans to raise the site to make room for utilities. **Mellor** noted the good storm water system in the surrounding area. **Sherlock** said this development may affect other existing residences to the west.

Councilmember **Amy Shumway** said she is concerned with the lot width depicted in the materials. While the minimum lot width is 25 feet, it appears that the townhomes are 20 feet wide. **Chronister** said the specifications are still conceptual and will be wider than 20 feet.

Councilmember **Roger Child** said this project is impressive, and he prefers the lower density, for-sale product. It shows sensitivity to the single-family development to the west. It is well designed and significant thought has been put into this project.

Motion:

Isaacson moved that the City Council approve the schematic subdivision plan and Project Master Plan/Development Agreement, subject to the minor changes to the Development Agreement as discussed, and subject to all applicable Farmington City development standards and ordinances, and the condition that all remaining DRC requirements are addressed.

Findings 1-4:

1. The project aligns with the original PMP approval for Farmington Station II.
2. The products proposed are less dense than the original proposal and entitlement of apartments on this parcel.
3. The project increases North Cottonwood Commons Park by greater than 25% (2.8 acres added).
4. The project plans potential affordable housing opportunity for the City.

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

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

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Approval of Minutes for January 20, 2026
- Item 2: Farmington Fire EMS License Renewal. **Shumway** noted that her first name was spelled “Any” instead of “Amy.” Chief **Shelby Willis** said they regularly review calls after the fact, especially unusual ones, in order to improve future responses. The most frequent calls the department responds to is a fall, which crews respond to by forced entry unless a Knox Box has been installed.
- Item 3: Robinson Waste Extension Agreement, a five-year contract for garbage, recyclables, and green waste collection

Motion:

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

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

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

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 7:51 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



286 South 200 East
FARMINGTON, UT 84025
FARMINGTON.UTAH.GOV
801-451-5453

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Chief Austin Anderson
Date: February 17, 2026
Subject: Lagoon Contract Approval

RECOMMENDATION(S):

I recommend you approve the Police Department's contract with Lagoon for a 60-month term.

BACKGROUND:

Over several months, City Administration has worked collaboratively with Lagoon to establish a funding agreement for dedicated police services within the park. Under the proposed arrangement, Lagoon will provide \$150,000 per year, beginning FY27, to fund a full-time officer to provide patrol coverage for the park during its operational season.

This funding fully covers the salary and benefits associated with a patrol officer and allows for a consistent police presence within the park seven (7) days per week, eight (8) hours per day, throughout the entire operating season.

The contract arrangement is for 60 months taking us through FY31. Moreover, the contract accounts for a 3% annual increase.

Respectfully submitted,

Contract Reviewed

Review and concur,

NAME: Austin Anderson
TITLE: Chief of Police

Paul Roberts
City Attorney

Brigham Mellor
City Manager

AGREEMENT
for
ASSIGNED PATROL OFFICERS
in
LAGOON AMUSEMENT PARK

THIS AGREEMENT is made and entered into on this ___ day of _____, 2026, by and between FARMINGTON CITY CORPORATION (the "City"), a Utah municipal corporation, and LAGOON CORPORATION, INC. ("Lagoon"), a Utah corporation, as follows:

RECITALS

- A. Lagoon operates a theme park ("Lagoon Park" or "the Park") within the City during the months of March through November, with peak guest attendance in the thousands;
- B. With higher numbers of individuals in the Park, there an increased need for police services to investigate and enforce criminal codes within the Park;
- C. There are some incidents for which security services at Lagoon require police assistance from the City;
- D. When demands for police services arise, the response time to get inside the Park to the location of the incident can be lengthy;
- E. Lagoon has sought ways to have police officers deployed within the Park to reduce wait times for law enforcement response, provide additional security presence, and increase the safety of security personnel and guests at the Park;
- F. The parties desire to enter into this Agreement for the mutual benefit of Lagoon and the City to place a patrol officer within the Park when it is open for business, during specific times and dates.

AGREEMENT

1. PATROL ASSIGNMENT WITHIN PARK

- a. During Lagoon's opening dates (which are subject to change but traditionally during weekends during March, April, September, October and November, and daily in May, June, July and August), the City will assign a police officer to patrol within Lagoon Park for eight (8) hours per day. Subject to scheduling availability and advance notice, an equivalent time meets this requirement if Lagoon requests, and the City covers, longer periods of time on a given day or provides double coverage. In such cases, the hour requirement will be calculated for the given month.

- b. Patrol officers assigned to the Park will be uniformed, visible and visit various areas of the Park, with suggestions for patrol areas provided by Lagoon. The assigned patrol officer generally will be the first responder to allegations of criminal violations within the Park.
- c. It is understood that if a patrol officer assigned to the Park effects an arrest, then the patrol officer will be required to leave the Park to process the arrested individual at the Davis County Jail. This process may take between thirty minutes and several hours, depending upon the circumstances of the arrest and the charge for which the violator was arrested. Lagoon acknowledges that the time spent processing individuals arrested in the Park is included in the hourly officer allocation.
- d. Patrol officers are entitled to regular breaks, including restroom and meal breaks. While they will be available to reasonably respond to calls during those breaks, Lagoon understands and acknowledges that the officer will not be actively patrolling during those periods of time, and there will not be another officer assigned to cover patrol operations within the Park during those breaks.

2. PAYMENT

- a. In consideration of the specific assignment of a patrol officer within Lagoon Park, Lagoon agrees to pay to the City one-hundred fifty thousand dollars (\$150,000.00) per year, subject to a three percent (3%) increase annually. For purposes of this Agreement, the City's fiscal year (July - June) shall be the applicable year for payments.
- b. The City shall provide an invoice to Lagoon for each payment, and Lagoon shall tender payment within thirty (30) days of receipt of the invoice.
- c. Lagoon agrees to tender this annual payment in three payments during the first year of this Agreement:
 - i. Fifty-thousand dollars (\$50,000.00) by October 31;
 - ii. Fifty-thousand dollars (\$50,000.00) by February 28; and
 - iii. Fifty-thousand dollars (\$50,000.00) by June 30.
- d. The payment shall be subject to a 3% annual increase:
 - i. One-hundred fifty-four thousand five-hundred dollars (\$154,500.00) for FY28;
 - ii. One-hundred fifty-nine thousand one-hundred thirty-five dollars (\$159,135.00) for FY29;
 - iii. One-hundred sixty-three thousand nine-hundred nine dollars (\$163,909.00) for FY30; and

- iv. One-hundred sixty-eight thousand eight-hundred twenty-six dollars (\$168,826.00) for FY31.
- e. The periodic payments during each year shall be adjusted so that one-third (1/3) of the total annual payment is due on each of the dates identified in Subsection 2(c) of this Agreement.

3. TERM OF AGREEMENT

- a. This Agreement shall commence upon execution by both Parties and expire on June 30, 2031, unless otherwise extended by the Parties.
- b. The Parties may extend the term of this Agreement by mutual, written agreement for additional terms of one (1) year each, subject to any modifications agreed upon at the time of the extension.

4. ADDITIONAL EXPECTATIONS OF THE CITY

- a. The City is expected to communicate with Lagoon contacts regarding scheduling and personnel needs. If it is unable to provide an assigned patrol officer for a requested time or date, it shall communicate this to Lagoon as soon as practicable.
- b. The City will cover all costs and expenses associated with the patrol officer, including uniforms, equipment and vehicle costs.
- c. The City will only assign patrol officers to Lagoon patrols who are POST certified and have completed the police department's Field Training Officer (FTO) program, meaning that the officers have demonstrated that they are capable of functioning as a law enforcement officer without constant on-site supervision. If an officer in FTO is assigned to the Lagoon patrol position, then a senior training officer will also be assigned to fill the assignment. In such case, the hours provided by the City by those two officers will only count toward a single officer being present.
- d. Through regular contact and shared experiences, the City police department will coordinate with Lagoon security on methods and strategies to deter criminal behavior at the Lagoon Park.

5. ADDITIONAL EXPECTATIONS OF LAGOON

- a. Lagoon will accommodate the patrol officer by providing a designated parking space for at least one law enforcement vehicle near the Park access point; it will also permit law enforcement vehicles to enter through "employee only" entry points and allow patrol officers or those responding to calls for service in general employee parking spaces.

- b. Lagoon will provide restroom facilities onsite for the assigned patrol officer. If there are employee-only restrooms, it is preferred that officers be permitted to utilize those restrooms for safety and security purposes.
- c. Lagoon may provide access to the patrol officer to Lagoon's CCTV system upon request, but is not required to do so. A Lagoon staff member shall access Lagoon's CCTV system and the patrol officer shall be able to view necessary footage.
- d. Lagoon shall provide the patrol officer with access to a radio used for communication of security issues in the Park.

6. DATES AND HOURS – COMMUNICATION OF SCHEDULING NEEDS

- a. Without requests or communications otherwise, it is expected that the assigned patrol officer will begin their shift at Lagoon on days that the Park is open for guests, as follows:
 - i. During the main season: Sunday through Thursday 1:00 pm until 9:00 pm; Friday and Saturday 2:00 pm until 10:00 pm;
 - ii. During school days: 9:00 am – 4:00 pm
 - iii. During Frightmares: Most days 3:00 pm - 11:00 pm
 - iv. Shoulder season: To be determined by the Parties based upon needs
- b. Due to the uncertainty of police work and circumstances beyond officers' or Lagoon's control, it is understood that officers may stay later than the conclusion of that shift if they are conducting a criminal investigation or resolving a criminal incident; similarly, an assigned officer may be delayed due to criminal incidents that occur outside of the Park, and which must be completed before reporting to Lagoon for the assigned shift. The Parties understand this uncertainty, but also recognize that this should be the exception and not the rule. If Lagoon is concerned with frequent tardiness, it should direct those concerns to a City Police administrator, described in Section 9 of this Agreement.
- c. Lagoon may request, and the City may accommodate, a different schedule for patrol coverage based upon expected attendance and needs. Lagoon understands that the City may not be able to accommodate any of these requests, depending on a variety of factors.
- d. Requests for different schedules or staffing should be communicated by Lagoon via email at least two (2) weeks in advance of the desired coverage. The City should respond via email within two (2) business days of receiving that communication.
- e. Scheduling communication should be directed to the following individuals:

- i. For the City: Chief Austin Anderson (aanderson@farmington.utah.gov) & Assistant Chief Brian Cooper (bcooper@farmington.utah.gov).
 - ii. For Lagoon: Andre Meacham (ameacham@lagoonpark.com).
- f. Both parties shall keep their contacts up to date and convey any changes in contact via email to the other Party when those changes occur.

7. EMERGENCIES REQUIRING OFFICER TO LEAVE PARK – EXTENDED PERIODS OF TIME

- a. On rare occasions, emergencies occurring outside of the Park will require all on-duty officers to respond and provide support for the emergency response. These may be incidents which occur outside of Farmington City. In such cases, the assigned patrol officer will without delay respond to that emergency situation.
- b. Lagoon acknowledges that such emergencies are outside the control of either Party, and that the City's response to such emergencies takes priority over routine patrol operations.
- c. If circumstances allow, the assigned patrol officer will notify Lagoon security of the emergency need and inform Lagoon security of the officer's departure. If circumstances do not permit advance communication, then the patrol officer or a City designee shall inform Lagoon of the call-out within a reasonable period of time.
- d. Emergency call-outs or failure to report for duty due to an ongoing emergency response shall not be a breach of this Agreement.
- e. If unanticipated staffing shortages occur requiring prolonged absences from dedicated patrol assignments, such as those due to multiple injuries among officers, or multiple officers being placed on administrative leave following an officer-involved critical incident, then the City will communicate to Lagoon the need to pull the patrol officer from the dedicated assignment for the duration of those unanticipated staffing shortages. In such case, the Parties will work together to establish an equitable arrangement to make Lagoon whole, which could include pro-rated reduction in fees or extra coverage on dates after the shortage is resolved.

8. POLICE NOT TO ENFORCE PARK RULES – JUVENILES – ASSISTANCE WITH TRESPASSING

- a. Lagoon will not ask patrol officers to enforce park rules. It is expected and understood that Lagoon's security staff is trained and capable of handling all violations of park rules such as line jumping, rude or offensive behavior,

possession of prohibited items, and verbal altercations without police assistance.

- b. Police officers will not be involved with internal personnel discipline or actions, unless the conduct precipitating that discipline was criminal in nature. In such a case, the officer will investigate the alleged criminal behavior in the same manner as other alleged criminal activities.
- c. It is further expected that security will accomplish the task of escorting guests out of the park for rules violations without police assistance. It is appropriate to request an officer to stand by if it appears likely that guests will escalation the conflict and require police intervention.
- d. The patrol officer's involvement will be appropriate when conduct rises to criminal levels, such as engaging in physical violence, stalking, sexual assault, intentional property damage, or those who become physically aggressive with security staff.
- e. When juveniles are accused of criminal conduct, Lagoon understands and acknowledges that police officers are bound to certain requirements of the law regarding detaining minors, questioning minors, and arresting minors. Requirements vary depending upon the age of the juvenile. Procedural protections include providing an opportunity for parental involvement prior to any questioning by the police officer. Officers may not set aside these obligations; once an officer is asked to assist in an incident involving a juvenile, it is understood that all procedural protections for minors will be respected by the officer or involved security personnel.
- f. Those who refuse to leave Lagoon property when asked may be removed and trespassed from the property by the patrol officer.

9. COMMUNICATION OF CONCERNS – CHAIN OF COMMAND

- a. Lagoon may provide suggestions of patrol areas and make requests of patrol officers, but will not attempt to command or direct the patrol officer in their duties. The police officer has discretion to make decisions within Farmington Police Department policy regarding investigation and enforcement of criminal laws, including decisions over arrest, detention and use of force. If Lagoon is dissatisfied with a patrol officer's decision, then at the conclusion of the response to the criminal incident, Lagoon may require the officer to leave the premises for the remainder of the shift.
- b. Lagoon will communicate concerns with individuals or their decisions with the Farmington Police Chief, Assistant Police Chief, or an assigned Lieutenant. It should not raise concerns with other patrol officers.

10. LIABILITY AND INDEMNIFICATION

- a. The City is a governmental entity subject to the Governmental Immunity Act of Utah (the "Act"). Nothing in this Agreement shall be deemed a waiver or modification of any rights, defenses or provisions of the City under the Act. The City does not waive any limits of liability currently provided in the Act.
- b. The assigned patrol officer shall at all times be considered an employee of the City, and the City shall defend the actions or omissions of its officers which arise from, are in connection with, or relate to this Agreement, whether negligent or otherwise. The assigned patrol officer is subject to the exclusive control of the City and shall not be considered an employee or agent of Lagoon.
- c. Each party is responsible and liable for its own wrongful or negligent acts which are committed by its agents, officials, contractors or employees. To the extent permitted by law, each party agrees to indemnify and hold the other Party harmless for any claims for damages or injury caused by the negligent acts or omissions of the indemnifying Party and arising out of the indemnifying Party's actions in conformance with the terms of this Agreement.
- d. This section shall survive termination of the Agreement.

11. DEFAULT & TERMINATION

- a. Both Parties are relying upon the existence of this Agreement in making staffing and scheduling decisions. As such, termination of this Agreement may only be for cause of breach by the other Party.
- b. The Party alleging a breach of the terms of this Agreement shall notify the other Party of the alleged breach via written communication to the individuals identified in Section 13 of this Agreement.
- c. Within thirty (30) days of notification of the alleged breach, the Parties shall confer and identify whether the allegedly breaching party plans to remedy the alleged breach. If so, then the breaching party shall commence efforts to cure the breach within forty-five (45) days of the notification.

12. AMENDMENTS

- a. The Parties may amend any provision of this agreement by mutual, written consent.

13. LEGAL NOTICES

- a. Legal notice to the City shall be provided by sending that notice, postage prepaid, to the following address:
Attn: City Manager
Farmington City

160 S. Main Street
Farmington, UT 84025

- b. Legal notice to Lagoon shall be provided by sending that notice, postage prepaid, to the following address:

Attn: Andre Meacham
Lagoon Corporation, Inc.
P.O. Box 696 (or 375 N. Lagoon Dr.)
Farmington, Utah 84025

14. CHOICE OF LAW AND VENUE

- a. This Agreement shall be governed by the laws of the State of Utah.
b. Any action arising out of this Agreement shall be brought and maintained in the Second District Court of Utah, Farmington Division.

15. NON-DISCRIMINATION

- a. The Parties agree to abide by the provisions of the Utah Antidiscrimination Act, Title 34A Chapter 5, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment on the basis of race, color, sex, pregnancy, childbirth or pregnancy-related conditions, age (if the individual is 40 years of age or older), religion, national origin, disability, sexual orientation or gender identity.
b. Failure to abide by this section shall be grounds for termination of this Agreement.

16. ADDITIONAL PROVISIONS

- a. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement.
b. No Third-Party Rights. The Parties do not intend this Agreement to create any third-party beneficiary rights.
c. Relationship. Nothing in this Agreement shall be construed to create any partnership, agency, joint venture or fiduciary relationship between the Parties.
d. Successors & Assigns. All covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Except as provided herein, this Agreement shall not be assignable by any Party hereto, without prior written

consent of the other Party; provided, however, that assignment or succession by way of a merger, consolidation, transfer or acquisition of Lagoon park by any other corporate entity shall not be subject to prior written approval by the City, but shall occur automatically upon such merger, consolidation, transfer or acquisition.

- e. Severability. If any portion of this Agreement is held to be unenforceable or invalid for any reason aby a court of competent jurisdiction, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and effect.

EXECUTED BY THE PARTIES THIS _____ DAY OF _____, 2026.

FARMINGTON CITY

LAGOON CORPORATION, INC.

Brigham Mellor, City Manager



Andre Meacham
Director of Safety and Security
Lagoon Corporation, Inc.

Approved as to form:

/s/ Paul H. Roberts

Paul H. Roberts, City Attorney

Attest:

DeAnn Carlile, City Recorder

RESOLUTION 2026- 07

A RESOLUTION OF THE CITY COUNCIL APPOINTING A CERTAIN INDIVIDUAL TO SERVE AS A MEMBER OF THE HISTORIC PRESERVATION COMMISSION OF FARMINGTON CITY, UTAH.

WHEREAS, the Mayor and/or City Council for Farmington City have the right to appoint qualified persons to serve as members of certain committees as provided in the Municipal Code of the City; and

WHEREAS, the City Council desires now to appoint a certain individual to serve on the Historic Preservation Commission as more particularly provided herein below.

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

Section 1. Appointment. The following individual is hereby appointed to serve as a Historic Preservation Commission member within Farmington City with the term limits established herein. The persons appointed shall serve at the pleasure of the City Council and their appointment shall be subject to the ordinance, rules and regulations of Farmington City.

Shauna Wardrop – Term: 01/06/2026 – 12/31/2027

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 17TH DAY OF February 2026.

ATTEST:

FARMINGTON CITY

DeAnn Carlile, Secretary

By: _____
Brett Anderson, Mayor