

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

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, June 2, 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](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so to [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov)

### **WORK SESSION - 6:00 p.m.**

- Presentation by Bountiful Davis Art Center - Sarina V Ehrgott
- Drought Policy Discussion
- Discussion of regular session items upon request
- Councilmember comments

### **REGULAR SESSION - 7:00 p.m.**

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

- Invocation - Melissa Layton, Councilmember
- Pledge of Allegiance - Scott Isaacson, Councilmember

#### **BUSINESS:**

- Project Master Plan Development Agreement and concept Site Plan for a Medical Clinic.(Tabled 4/7/26) [page 3](#)
- First Amendment to Development Agreement for Farmstead a Conservation Subdivision [page 34](#)

#### **SUMMARY ACTION:** [page 41](#)

1. Approval of Minutes 05.19.26 [page 42](#)
2. Fraud Risk Assessment [page 50](#)
3. Farmington Medical Office Building Condominium Plat [page 52](#)
4. Surplus Property [page 57](#)

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

- City Manager Report
- Mayor Anderson & City Council Reports

#### **ADJOURN**

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov) and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn). Posted on May 28, 2026*

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Project Master Plan Development Agreement and Concept Site Plan for a Medical Clinic. (Tabled 4/7/26)

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: June 2, 2026

## CITY COUNCIL STAFF REPORT

**To: Mayor and City Council**

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

**Date: 6/2/2026**

**Subject: Project Master Plan, Development Agreement and Concept Site Plan for a Medical Clinic. (Tabled from 4/7/2026)**

### **RECOMMENDED MOTION**

**Move that the City Council approve the proposed Project Master Plan and Development Agreement.**

### **Findings:**

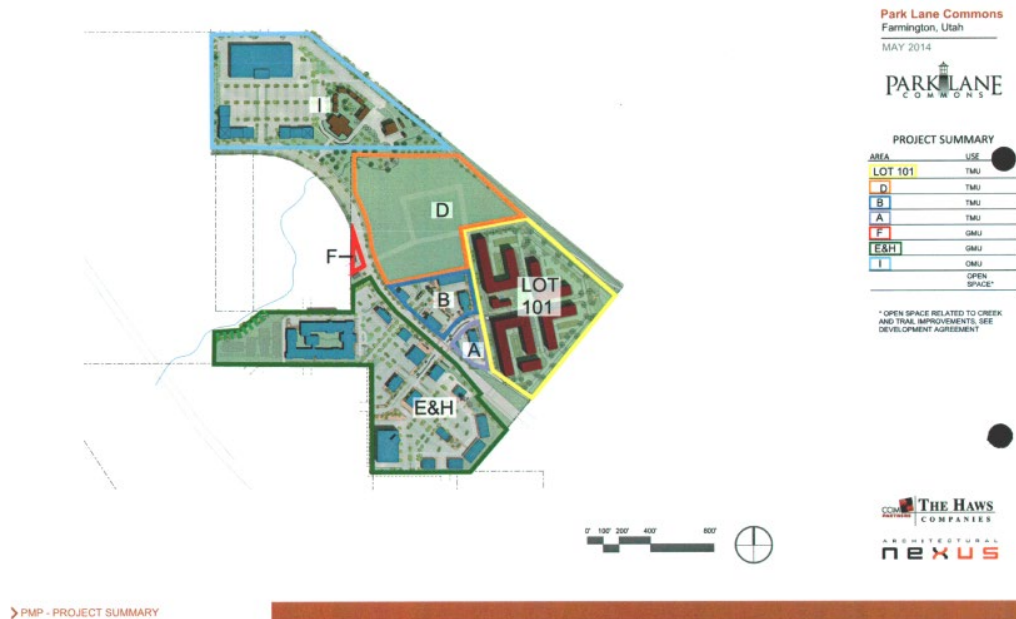
- 1. The proposed use and site plan are consistent with the vision for the area, the direction desired by existing agreements, the Station Area Master Plan, and the General Plan for the city.**
- 2. The long term plan to expand this facility will bring it further into compliance with the strict standards of the ordinance.**
- 3. The terms of the proposed Development Agreement currently under consideration allow for the applicant to move forward with the initial phases of development while maintaining oversight of the Council for future development of the northern section of the property to potentially facilitate property boundary adjustments which would be beneficial to development of the area at large.**

***Note: The City Council tabled a decision on this item to encourage the facilitation of discussion related to boundary adjustments between the applicant and adjacent property owners.***

### **BACKGROUND**

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

## Existing Project Master Plan:



## Allowed Uses Per Existing Development Agreement:

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

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

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

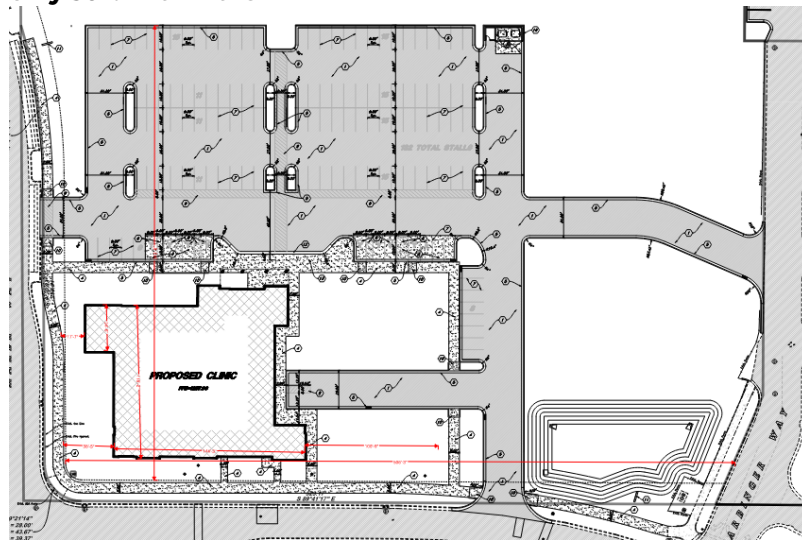
**So while the standards are very specific and strict, Section 140 of the Mixed Use Districts code allows the city to consider deviations from the established standards as a means to consider projects case by case for what is appropriate.**

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

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

- **Building Siting**

- **11-18-060: Building Form and Site Envelope Standards** requires that a building on a Collector Road such as Burke and Market cover 60% or more of the lot frontage.
  - The proposed building covers only 29% of the frontage along Burke Lane and 35% of the frontage along Maker Way.
  - IH does not anticipate a future expansion of the proposed clinic which would bring the frontage total along Burke Lane to 50 % coverage.
  - While the Burke Lane frontage meets the minimum percentage of the building within the Build to Range (RBR) of 75%, the Maker Way Frontage is only 30% within the RBR



- **Architectural Detail**

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

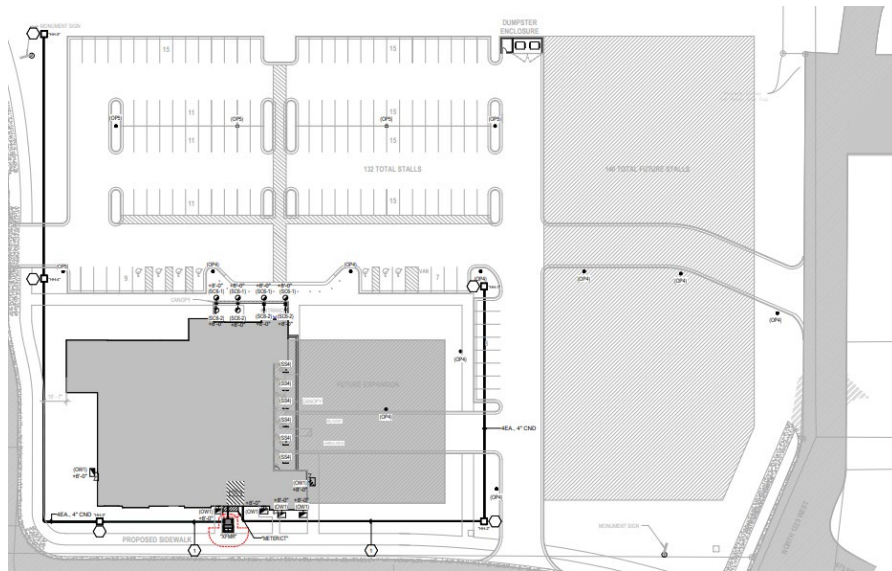
At this level of review those particular elements are the most notable differences from the code. A development agreement for a Supplemental Project Master Plan has been prepared for the

consideration of the Planning Commission and City Council which would allow for the building as designed including the noted deviations.

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



**Future Expansion Details:**



**UPDATE FROM 4/7/26:**

The applicant has met with adjacent property owners and staff related to an adjustment of property boundaries that staff believes could be beneficial to the area at large. A full resolution to this has not yet been reached; however, in the interest of moving forward a desirable use and project and keeping the boundary adjustment open, the Development Agreement has been updated to limit approvals to the current phase and ensure the City Council must approve future development.

**Respectfully submitted,**



**Lyle Gibson  
Community Development Director**

**Review and concur,**



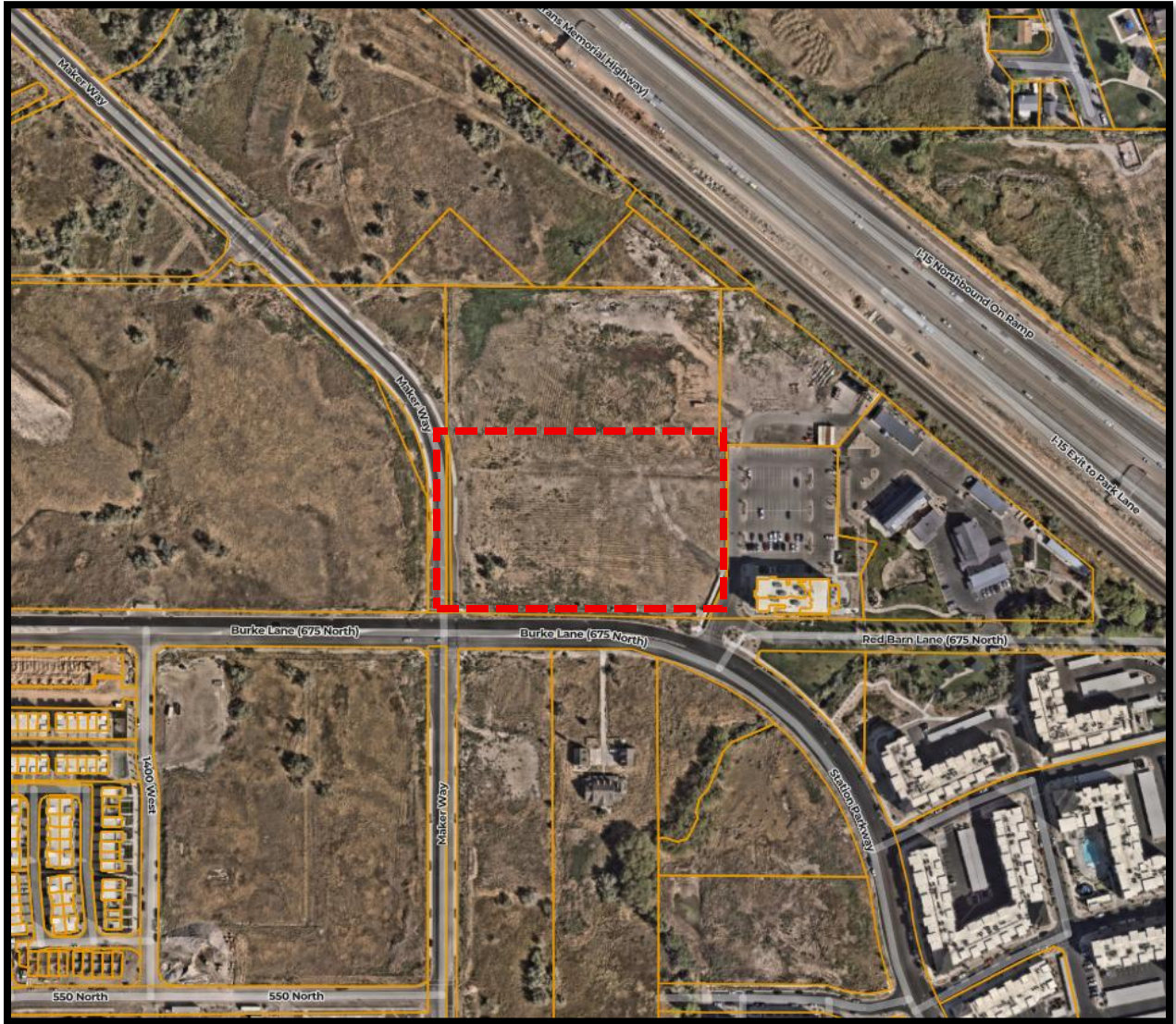
**Chad Boshell  
Asst. City Manager**

**Approved as to form /s/Paul Roberts**

**Supplemental Information**

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

# Vicinity Map



Burke Lane and Maker Way

After recording, please send to:

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

## **DEVELOPMENT AGREEMENT**

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

### **RECITALS:**

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

B. The City has substantially invested in infrastructure to aid in the development of properties within the Project Area Master Plan or Development Plan (defined below), and seeks to support development that will maximize value and functionality within that area. In particular, it is important to the City that buildings be massed along Maker Way within the Project Area Master Plan.

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

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

E. By this Agreement, the City and Developer confirm the Property’s vested entitlements for development of the Project (defined below). The City has determined that entering into this Agreement furthers the purposes Title 10, Chapter 20 of the Utah Code, the Utah Municipal Land Use, Development, and Management Act; the City’s General Plan; and the City’s land use ordinances. As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement and the Development Plan. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-20-102(18).

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

1. **Recitals; Definitions.**

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

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

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

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

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

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

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

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

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

1.2.8. “Final Plat” means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-20-803, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.

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

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

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

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

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

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

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

1.2.16. “Property” means the southern 4.5 acres of real property included in Davis County parcel ID #08-060-0054, the boundaries of which are depicted in Exhibit C. It does not include the remaining acreage of that parcel, which remaining acreage is not subject to the provisions of this Agreement, except as provided in Section 5.4.

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

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

2. **Effective Date**. This Agreement is effective as of June 2, 2026 (the “Effective Date”).

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

3.1. **Vested Rights**. As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including the Development Plan, and Applicable Law, subject to the requirements of Subsection 5.4 of this Agreement. Specifically, Developer is vested with the right to:

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

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

3.1.3. Connect to existing public roads and infrastructure as depicted on the Development Plan and approved by the City. The Parties specifically intend that this Agreement grants to Developer, and its permitted assigns, “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-20-509. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law, and at equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Developer Obligations.**

5.1. **Improvements.**

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

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

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

5.2. **Landscaping**

5.2.1. Site Landscaping. The site shall be landscaped in accordance with the City’s waterwise landscape standards and as generally shown in the Development Plan. Developer shall be required to install and maintain all street trees between the sidewalk and curb as required by Farmington City Ordinance. In addition to street, landscaping including trees and depicted in the Development Plan shall be installed with the addition of trees between the sidewalk and the building on the south side of the building where there are gaps in fenestration which exceed 10 feet in width.

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

5.4. **Future Development of Remainder of Parcel.** The Parties agree that the provisions of this Agreement, except within this subsection 5.4, are not applicable to the northern portions of Davis County Parcel ID #08-060-0054 not included in this Agreement under the definition of the Property. A visual depiction of the Property and the northern portion is attached as Exhibit C. The Developer shall, prior to developing the remaining acreage, be required to obtain a separate approval for a Sub-PMP and Development Plan through the City Council.

The Developer agrees to coordinate and negotiate with neighboring property owners in good faith to meet the requirements of the code or to obtain development approval by the City to meet the City’s objective of massing buildings along Maker Way.

6. **City’s Obligations.**

6.1. **Conditions of Approval.** The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; (b) promptly meet and consider such actions as required by Title 10, Chapter 9a of the Utah Code, the Utah Municipal Land Use, Development, and Management Act, and applicable City ordinances to provide all

appropriate consents, approvals, and opinions as requested by Developer from time to time. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

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

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

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

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

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

9.1. **Notice.** Developer shall give notice in accordance with Section 13 of this Agreement to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted

under this Section 10. Such notice shall include providing the City with all necessary contact information for the proposed assignee.

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

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

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

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

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

12. **Legal Rights.** The Developer is represented by counsel and has had an opportunity to receive advice from counsel on this matter. The Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-20-508 of the Utah Code. The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement, and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.

13. **Notices.**

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

To Developer:  
IHC Health Services Inc.  
**CONTACT INFO:**

and

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

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

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

14. **Amendment.**

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

15. **General Terms and Conditions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## EXHIBIT A

Description of Davis County Parcel ID #08-060-0054

### Legal Description:

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

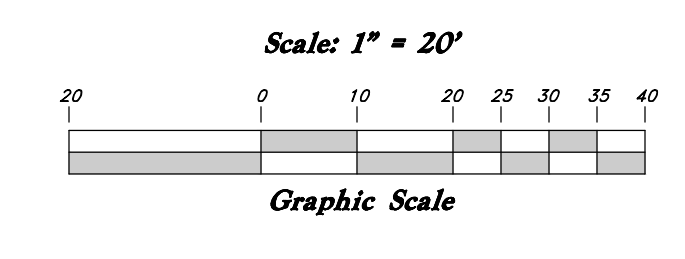
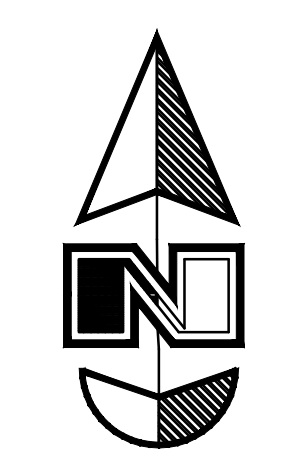
CONT. 8.468 ACRES

### Visual:



**EXHIBIT B**

Development Plan



Call before you Dig  
 Avoid cutting, underground utility lines. Call 811

Call 811

1-800-662-4111

**Legend**

(Note: All items may not appear on drawing)

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

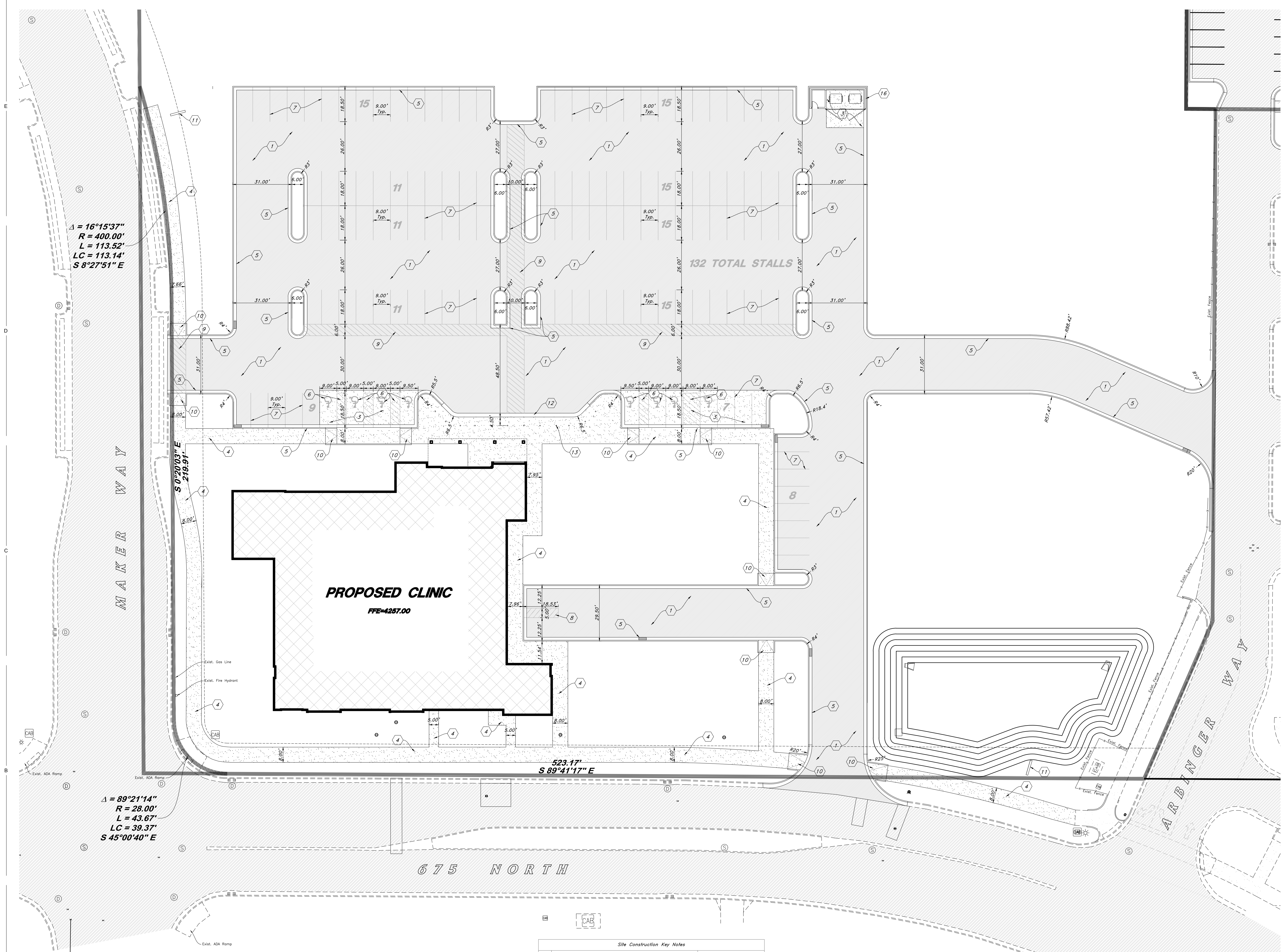
REV DATE DESCRIPTION

**INTERMOUNTAIN FARMINGTON CLINIC**

675 NORTH ARBINGER WAY  
 FARMINGTON, UTAH  
 PRELIMINARY PERMIT SET

SITE PLAN

**CS100**



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

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

**PROPOSED CLINIC**  
 FFE-4257.00

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

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

**GENERAL SITE NOTES:**

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

**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**

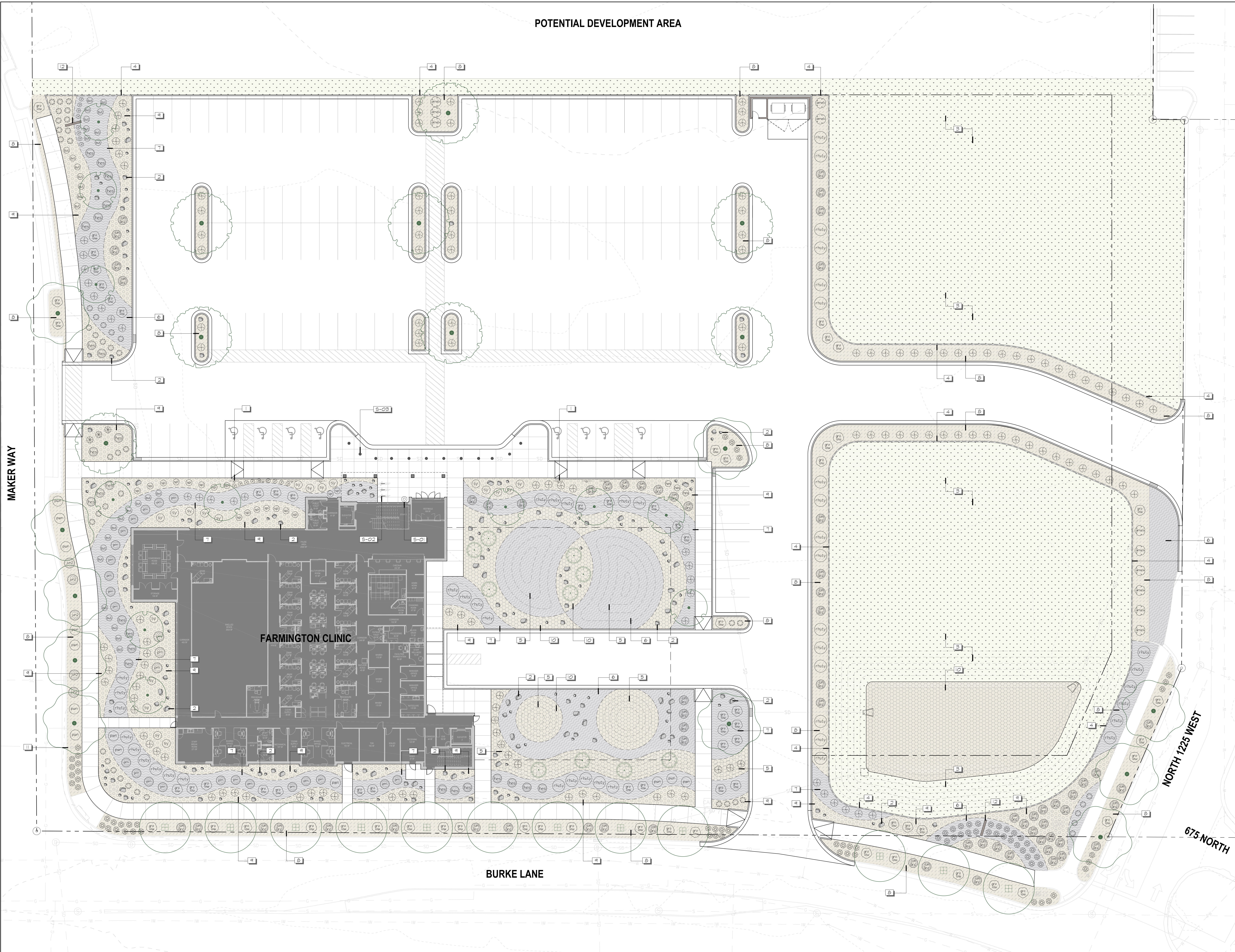
The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the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

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

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

**FOR REVIEW ONLY**  
 Not for Construction

POTENTIAL DEVELOPMENT AREA



**VCBO**

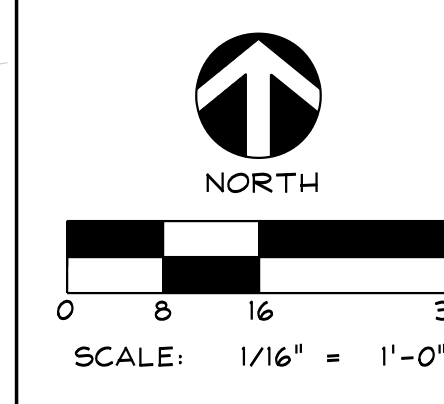
SALT LAKE CITY - HQ  
 524 SOUTH 600 EAST  
 SALT LAKE CITY, UT 84102  
 801.575.8800

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

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

**ArcSito**  
 Design, Inc  
 Landscape Architecture &  
 Architectural Site Design

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



REV	DATE	DESCRIPTION

**INTERMOUNTAIN FARMINGTON CLINIC**  
 FARMINGTON, UT  
 SCHEMATIC DESIGN

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



 Intermountain  
Health  
Farmington Clinic


 Intermountain  
Health  
Farmington Clinic



Intermountain  
Health  
Farmington Clinic

Intermountain  
Health  
Farmington Clinic



 Intermountain  
Health  
Farmington Clinic



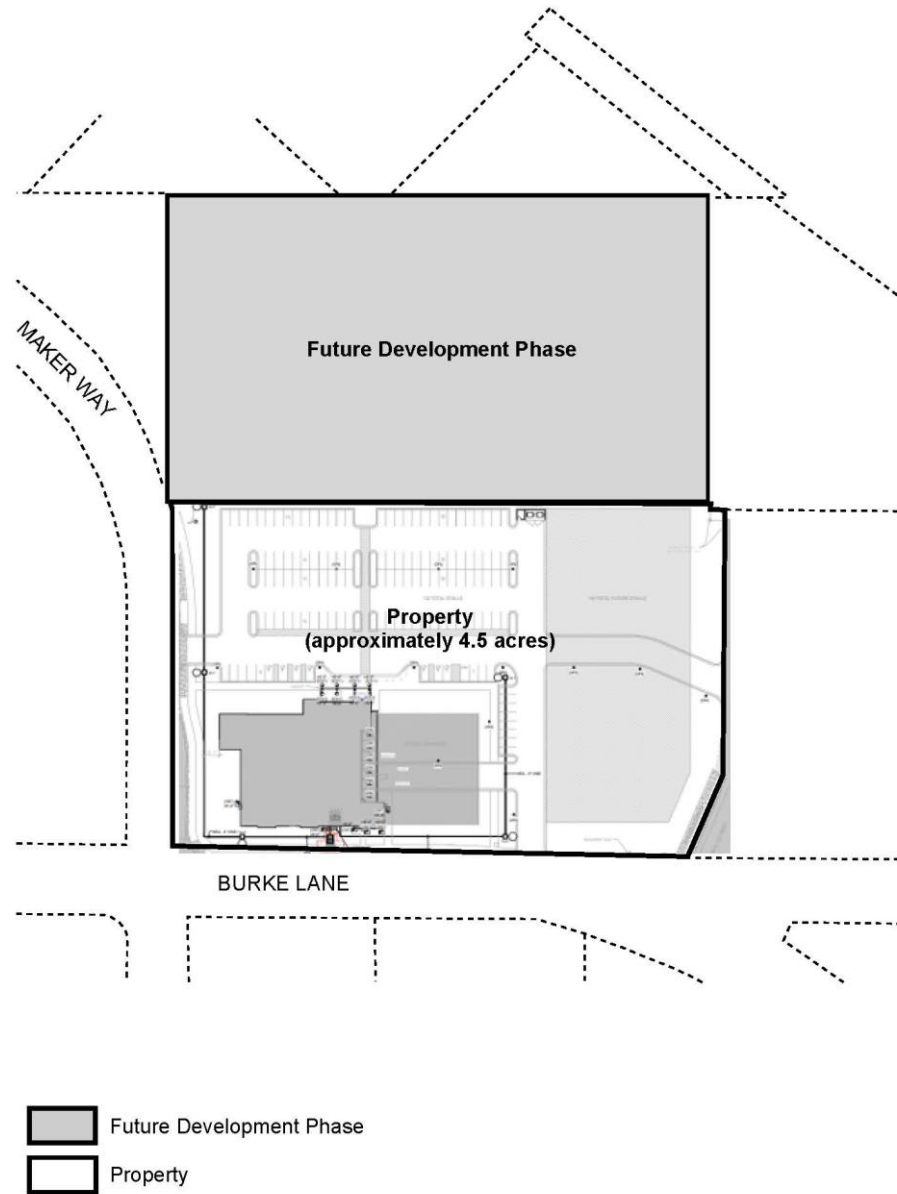
Intermountain Health  
Farmington Center  
Intermountain Health  
Farmington Center



Intermountain  
Health  
Farmington Clinic

**EXHIBIT C**

Depiction of Division Between the Property and Northern Acreage



# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: First Amendment to Development Agreement for Farmstead a Conservation Subdivision

PRESENTED BY: Lyle Gibson, Community Development Director

MEETING DATE: June 2, 2026

**CITY COUNCIL STAFF REPORT**

**To: Mayor and City Council**  
**From: Lyle Gibson – Assistant Community Development Director**  
**Date: 6/2/2026**  
**Subject: First Amendment to Development Agreement for Farmstead, a Conservation Subdivision.**

**RECOMMENDED MOTION**

Move that the City Council approve First Amendment to Development Agreement for Farmstead, a Conservation Subdivision.

**Findings:**

1. The amendment cleans up the original agreement based on the actual form of development which does not require a homeowners association.

**BACKGROUND**

In early 2025 the City Council approved the development of the Farmstead Subdivision which includes 30 single family home lots in the south west part of town. This project was approved using TDR (Transfer of Development Rights) Lots rather than requiring the inclusion of open space in the project. Without open space or common areas, there is no need for an HOA. The proposed amendment removes the requirement for an HOA which is often included in Development Agreements but which is not applicable to this project.

Respectfully submitted,



**Lyle Gibson**  
**Community Development Director**

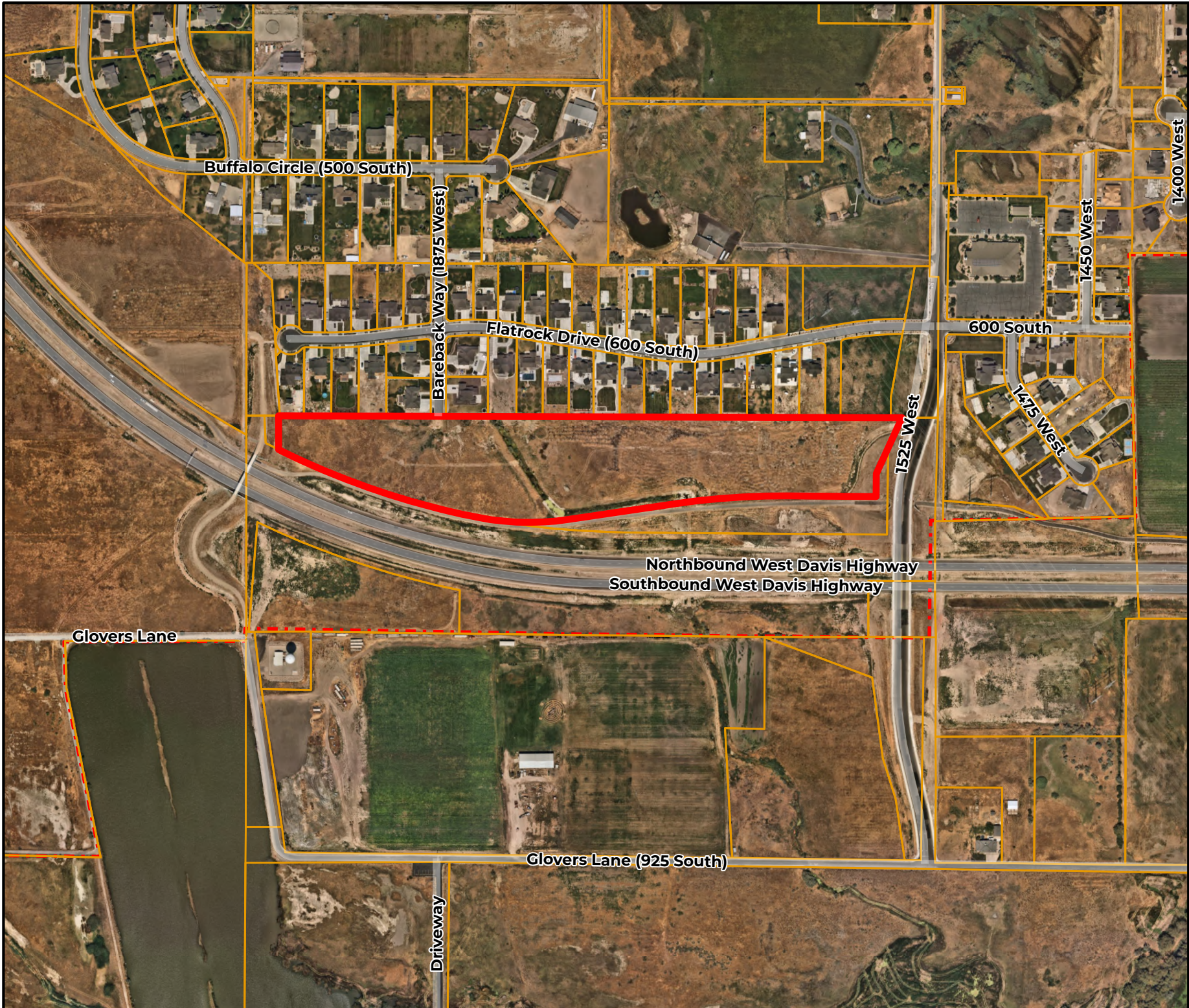
Review and concur,



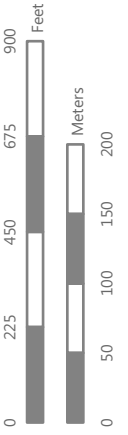
**Chad Boshell**  
**Asst. City Manager**

**Supplemental Information**

1. Vicinity map
2. Schematic Subdivision Plan



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



# VICINITY MAP

Farmstead PUD



DATE: 10/15/2018



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



SCALE: 1" = 80'  
0 40 80 160 240

OWNER:  
Cole West  
610 North 800 West  
Centerville, UT 84014  
866-744-2489

# COLE WEST

- NOTES:**
- All sanitary sewer improvements shall conform with the standards and specifications of Central Davis Sewer District.
  - All culinary water improvements shall conform with the standards and specifications of Farmington City.
  - All secondary water improvements shall conform with the standards and specifications of Weber Basin Water Conservancy District.
  - All improvements in the public right of way shall conform with the standards and specifications of Farmington City.
  - All private improvements shall conform to APWA standards and specifications.
  - Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
  - Secondary water has been allocated to parcels based on an anticipated landscape area (including park strip) of no more than 64% of the gross parcel size and that 2/3 of the landscape area is planted in turf and 1/3 of the landscaped area is planted in low water use plants. Larger total landscape areas, higher percentage turf areas, inefficient design of irrigation system, or inefficient operation of irrigation system may result in homeowner incurring additional billing charges and/or secondary water service being shut off.
  - Included with this subdivision application is a request for a zone change to AE.
  - This project is depicted on fema firm number 49011F0381F, dated September 15, 2022. The project area is located within Zone X, areas determined to be outside the 0.2% annual chance flood.

**STATISTICS:**  
TOTAL AREA 15.50 ACRES  
SINGLE FAMILY LOTS 30  
DENSITY 1.94 DU/AC

**APPROVED FOR CONSTRUCTION**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Farmington City Engineer



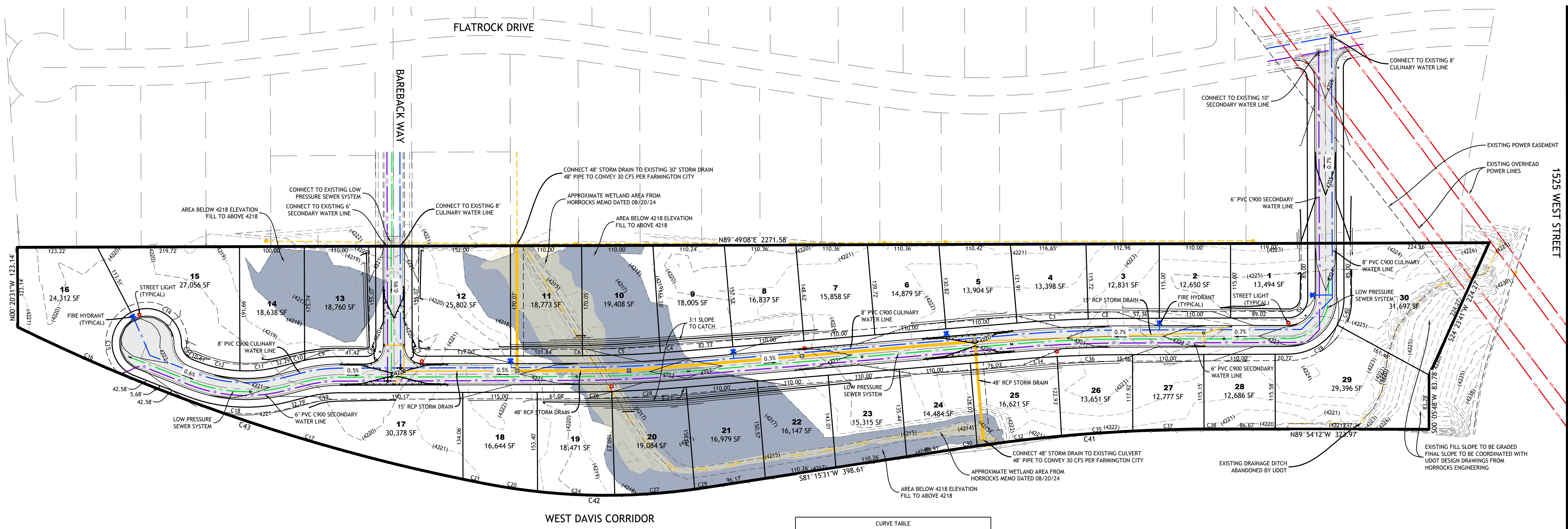
**Farmstead**

**Schematic Plan**

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

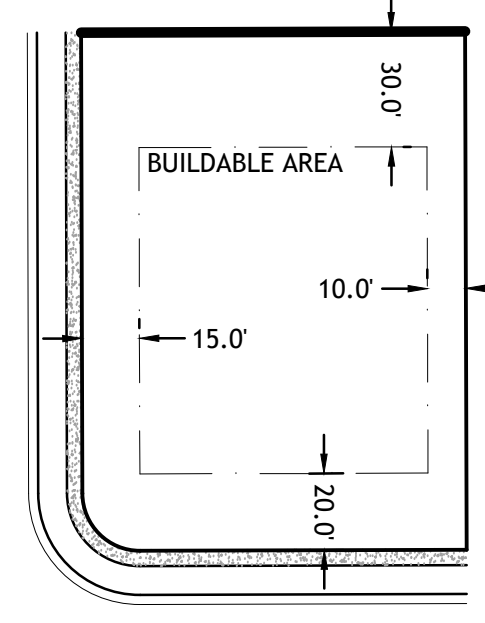
DATE: August 23, 2024

SHEET NUMBER: **O-1**

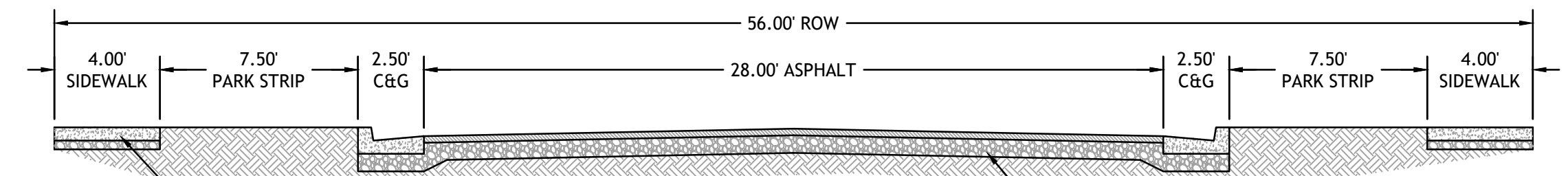


CURVE TABLE			
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION
C1	47.12	30.00	S44°49'08"W
C2	52.61	2028.00	S89°04'32"W
C3	110.05	2028.00	S86°46'40"W
C4	30.08	1972.00	S85°37'48"W
C5	120.20	1972.00	S87°48'47"W
C6	8.93	1972.00	S89°41'21"W
C7	23.56	15.00	N45°10'52"W
C8	23.56	15.00	S44°49'08"W
C9	53.98	256.00	S83°46'41"W
C10	9.48	256.00	S76°40'34"W
C11	59.98	200.00	S84°12'22"W
C12	65.29	200.00	N77°51'03"W
C13	31.80	26.50	N34°07'34"W
C14	109.77	53.50	N58°31'52"W
C15	122.50	53.50	S2°54'15"E
C16	237.22	2874.99	N66°14'29"W
C17	490.84	2874.99	N73°29'46"W
C18	160.34	256.00	S86°26'31"E
C19	49.58	200.00	N82°43'01"E
C20	81.24	987.50	N81°27'18"W
C21	35.43	2874.99	N78°44'24"W
C24	119.47	987.50	N87°16'39"W
C26	53.90	2028.00	N89°03'27"E
C27	123.77	987.50	S85°39'58"W
C28	109.83	2028.00	N86°44'40"E
C29	14.08	987.50	S81°40'02"W
C30	28.34	2612.50	S81°34'09"W
C32	131.01	2612.50	S83°19'00"W
C34	58.56	1972.00	N86°02'37"E
C35	110.26	2612.50	S85°57'45"W
C36	100.65	1972.00	N88°21'24"E
C37	110.04	2612.50	S88°22'41"W
C38	23.33	2612.50	S89°50'27"W
C39	91.96	86.00	N59°11'05"E
C40	43.13	86.00	N14°11'05"E
C41	402.98	2612.50	S85°40'40"W
C42	338.56	987.50	N88°55'11"W
C43	763.48	2874.99	N71°29'07"W

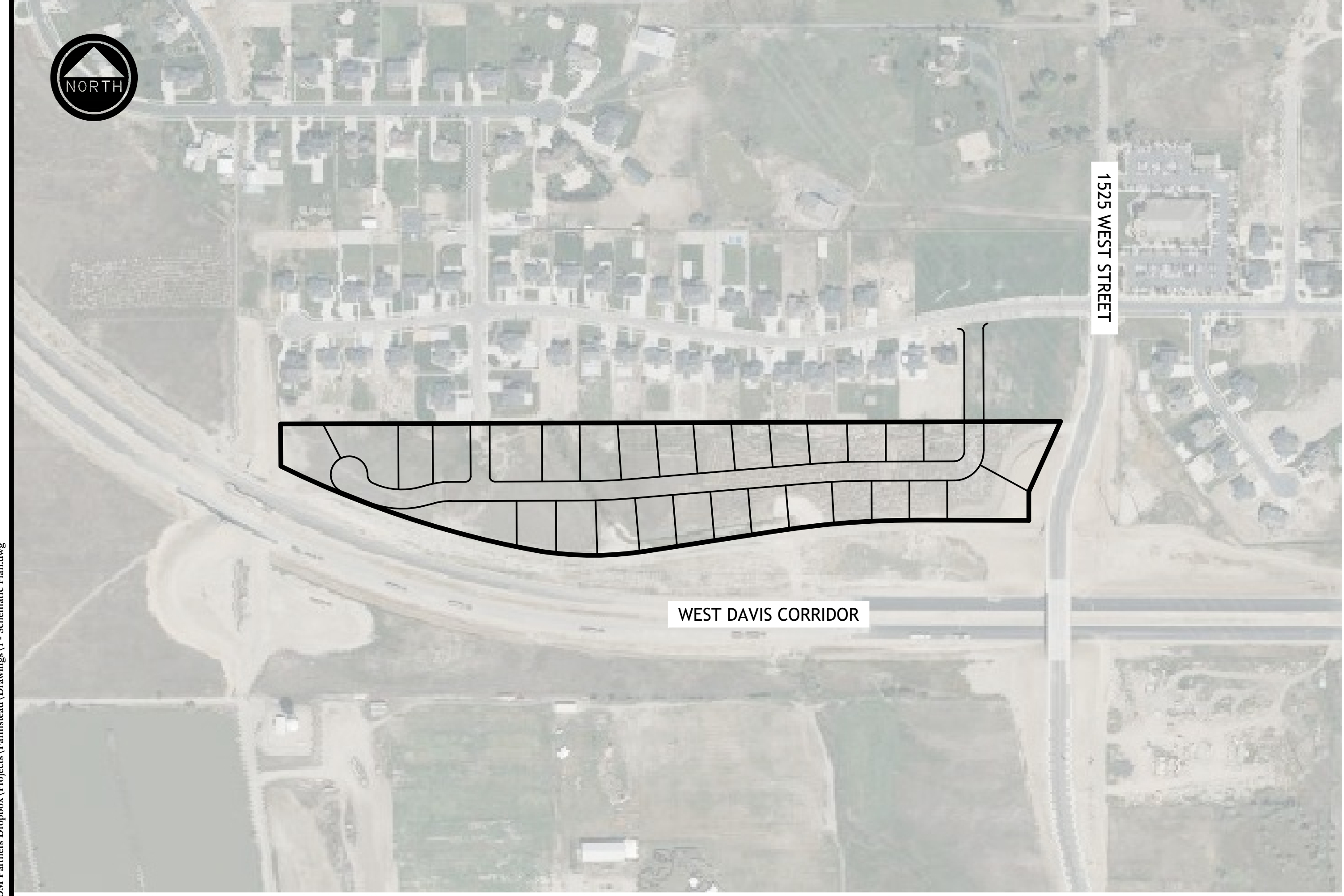
**FOR REVIEW  
NOT FOR CONSTRUCTION**



TYPICAL LOT SETBACKS  
NOT TO SCALE



RESIDENTIAL ROAD SECTION  
NOT TO SCALE



**VICINITY MAP**  
1" = 250'

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
FOR FARMSTEAD, A CONSERVATION SUBDIVISION**

This First Amendment to Development Agreement for Farmstead, a Conservation Subdivision (this “First Amendment”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between FARMINGTON CITY, a Utah municipal corporation (the “City”), and CW FARMSTEAD, LLC, a Utah limited liability company (the “Developer”). City and Developer may be referred to individually as a “Party” or collectively, as the “Parties”.

**RECITALS**

A. City and Developer entered into that certain Development Agreement for the Farmstead, a Conservation Subdivision, dated effective as of February 6, 2025, and recorded in the office of the Davis County Recorder as Entry No. 3606213 (the “Development Agreement”).

B. The Development Agreement currently requires Developer to establish a homeowners association as part of the Project CC&Rs and contains related references to maintenance obligations of such homeowners association.

C. The Parties now desire to amend the Development Agreement to remove all requirements for formation of a homeowners association and to clarify that no common areas or privately maintained improvements requiring association ownership or maintenance shall exist within the Project, except that architectural design controls and other restrictive covenants may continue to be imposed through recorded CC&Rs.

D. Pursuant to Section 22 of the Development Agreement, the Parties may amend the Development Agreement by written agreement.

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

1. Incorporation of Development Agreement. Except as expressly modified by this First Amendment, all terms and provisions of the Development Agreement shall remain unchanged and in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Development Agreement.

2. Amendment to Section 4(a) (Developer Obligations). Section 4(a) of the Development Agreement is hereby deleted in its entirety and replaced with the following:

a. Developer shall provide for and record enforceable Covenants, Conditions and Restrictions (“CC&Rs”) providing architectural design consistency and such other private land use restrictions as Developer determines appropriate, provided such CC&Rs shall not require the creation or maintenance of a homeowners association or other private owners’

association. The CC&Rs may provide enforcement rights in favor of Developer during the period of development and buildout, and thereafter in favor of individual lot owners and/or the City as a third-party beneficiary with respect to architectural design and related restrictions, notwithstanding the absence of a homeowners association. The City shall have the right, but not the obligation, to enforce such architectural design and related restrictions as expressly set forth in the CC&Rs.

3. Amendment to Section 5 (City Obligations). The final sentence of Section 5 of the Development Agreement is hereby deleted and replaced with the following: “Notwithstanding the foregoing, the City shall not be required to maintain any privately-owned areas or improvements within the Project that are not expressly dedicated to and accepted by the City.”

4. Amendment to Section 15 (Removal of Homeowners Association Requirements). Section 15 of the Development Agreement, entitled “Homeowner’s or Commercial Building Owner’s Association,” is hereby deleted in its entirety and replaced with the following:

15. Private Property Maintenance.

Developer warrants and provides assurances that no homeowners association, commercial building owners association, or similar private association shall be created or required for the Project.

All lots within the Project shall be separately owned by individual lot owners, and all roads, rights-of-way, and other public improvements intended for public use shall be dedicated to and accepted by the City or other applicable governmental entity in accordance with applicable law.

Each individual lot owner shall be solely responsible for the ownership, maintenance, repair, replacement, landscaping, snow removal, and upkeep of all improvements and areas located within such owner’s lot boundaries, including without limitation any portions of fencing, sound walls, yard drainage improvements, and private appurtenances located thereon, including the sound wall identified in Section 4(c) of the Development Agreement to the extent located on or appurtenant to such owner’s lot, except to the extent otherwise expressly dedicated to and accepted by the City.

The City shall have no obligation or responsibility to maintain any privately owned improvements or property except for public improvements expressly dedicated to and accepted by the City, including public streets designated as public on the recorded subdivision plat.

This Section shall survive termination of the Development Agreement unless otherwise expressly terminated in writing by the Parties.



**CITY**

FARMINGTON CITY,  
a Utah municipal corporation

By: \_\_\_\_\_  
Brett Anderson, Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved as to Form:

\_\_\_\_\_  
Paul H. Roberts  
City Attorney

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

On this \_\_\_ day of \_\_\_\_\_, 2026, 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

# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Approval of Minutes 05.19.26
2. Fraud Risk Assessment
3. Farmington Medical Office Building Condominium Plat
4. Surplus Property

**DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES**

**May 19, 2026**

**WORK SESSION**

Present:

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

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

Mayor **Brett Anderson** called the work session to order at 6:04 p.m.

**CONSOLIDATED FEE SCHEDULE DISCUSSION**

Finance Director **Levi Ball** presented this agenda item. Adjustments in three main areas are being proposed. This includes increasing the sewer rate \$3. There is nothing the City can do about this increase aside from tacking it on to the fee schedule. **Ball** said this is governed by the Central Davis Sewer District, which has its own individually elected board with offices off the West Davis Corridor. The District covers Farmington, Kaysville, and Fruit Heights and owns and maintains the infrastructure. The board can charge their own property tax and has to follow the same Truth in Taxation process as other taxing entities.

Farmington serves as a billing company partner, a position City Manager **Brigham Mellor** said the City can't get out of. Assistant City Manager/City Engineer **Chad Boshell** said the City got a good deal out of the Sewer District taking over ownership and maintenance and Farmington only having to do their billing. There is a \$2.70 administration fee for Farmington to handle collecting the bill. **Ball** said this was increased a bit last year, and Farmington should look into bumping it up again next year. The threshold tier was lowered for commercial rates. **Ball** said credit card fees do not apply to utilities, but do apply to non-utility items such as building permits. He pointed out that some cities don't allow credit card payments at all.

Another item increasing in the Consolidated Fee Schedule is recreational program fees for nonresidents. Farmington is subsidizing \$1.8 million for recreation out of the General Fund each year.

The last items of note are the Subdivision and Planned Unit Development (PUD) fees. **Ball** said fees have been adjusted, matching the fact that Staff spends most of their time on the front end of these processes. Community Development Director **Lyle Gibson** said the State has changed how cities have to do subdivisions, which requires a lot more work on the front end rather than the back end. The adjustment makes it so the City doesn't lose out on money for time invested at the beginning if someone doesn't finish the project.

## MAIN STREET TREE PRESERVATION AND SUCCESSIONAL MANAGEMENT PLAN

City Parks and Recreation Director **Colby Thackeray** presented this agenda item involving a tree management plan to replace and preserve trees along both the Main and State Street corridors. He consulted with Arborist Daniel Allen, who produced a free Main Street Heritage Tree Corridor: Tree Preservation & Successional Management Plan that highlights a 20-year plan for what trees should be removed, replaced, or pruned.

The location and type of trees are important, as is understanding things like fungal diseases that can harm the trees. While some fungal diseases can affect aesthetics of the trees, it may not be worth the cost to treat them. **Thackeray** said most of Farmington's trees will be fine for the current generation. However, they could all be lost at the same time during the next generation.

**Mellor** said the ash trees on Main Street are already sick, and some have been removed. Because many have been affected by the overhead powerlines, it may be wise to look into relocating or burying power lines as roads are widened. The last quote he saw was that it could cost \$10 per linear foot to bury utility lines. It cost \$1 million lately to bury powerlines in front of the Western Sports Park. He said 1525 West and Glover both need to be widened in the near future. Burying utility lines may be a matter of emergency management, especially during severe windstorms.

Councilmember **Scott Isaacson** said grants may be available to bury utilities for safety, aesthetic, and historic preservation reasons. Many trees are bred to top out at 30 to 40 feet, but Farmington wants trees taller than that. **Mellor** said the arms of the Redevelopment Agency (RDA) centered around Wells Fargo and Franciscos may be able to extend to the Rights of Way in this area.

## COUNCILMEMBER COMMENTS

**Mellor** said he would like to install trail signs after Festival Days.

**Thackeray** would like to write up a social media post explaining how Farmington's water conservation systems work. While the system takes into account the rainfall received, it doesn't forecast weather. If the ground gets a good soak, the system may adjust afterward and shut off for a week. **Thackeray** said Weber Basin asked for a 20% reduction in water use. In response, Farmington is not reducing water on sports fields in order to keep them viable, but is reducing water on surrounding areas by as much as 50%.

**Mellor** said this presents a philosophical discussion about parks. It is better to use water resources at places widely used by the public instead of park strips and individual yards. The City hasn't planted any annuals and isn't putting priority on park strips and other less frequently used turf. This is the year to be prepared and cut back on watering. However, Staff doesn't want the sod at the new park to die. Things need to be leveraged in order to keep recent investments alive.

**Mayor Anderson** said cities south of Farmington are allowed seven years of water reserves while Farmington is only allowed two years of reserves. If next winter is bad, Farmington won't have water next year. **Boshell** said there isn't any conservation going on in Utah County, where some don't even have irrigation water. **Mayor Anderson** mentioned there will be a Flip the Strip

contest with Kaysville. He will look into area Homeowner's Associations (HOAs) that don't allow xeriscaping in park strips.

**Mellor** said the Utah Division of Outdoor Recreation is giving Farmington a \$1 million grant toward the \$5 million All Wheels Park. Impact fees and Recreation Arts and Parks (RAP) money can also be used for the All Wheels Park.

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

**Isaacson** asked why the three routine contracts on the agenda tonight need to come to the City Council. If the budget can handle it, and the attorneys review the contracts, he doesn't believe the legislative body needs to review such contracts. A lot of things aren't mandated, but are done merely out of traditions.

City Attorney **Paul Roberts** said the Code could be changed so formal bids don't have to come before the City Council. He can look into it. **Mellor** said the purchasing policy needs reviewed. **Boshell** said routine contracts can be done administratively. Instead, Staff could do an annual presentation of all contracts.

Councilmember **Roger Child** said the tax increase list by city was interesting. Farmington's property tax increase is meant as a reserve for future Fire Department staffing. He mentioned that cities are capped at how much they can keep in reserve. Last year's audit mentioned that Farmington's reserves exceeded the cap.

**REGULAR SESSION**

Present:

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

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

**CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:05 p.m. Councilmember **Kristen Sherlock** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Roger Child**.

**BUSINESS:**

**Consolidated Fee Schedule Amendment**

Finance Director **Levi Ball** presented this agenda item, which was discussed in the earlier work session. There are three main changes including increased rates related to subdivision and Planned Unit Development (PUD) processes and how Staff spends their time; passing on a sewer rate increase from Central Davis Sewer District, for which the City has no control; and increased nonresidential rates for recreation program fees.

Councilmember **Melissa Layton** asked if theft of service in the form of using water from fire hydrants happens a lot. City Manager **Brigham Mellor** recalled one instance where this was happening in Farmington. City Attorney **Paul Roberts** said construction companies will hook up to water because they do not want to be metered.

**Layton** also asked about references to the 2006 International Building Code. **Roberts** said there was a newer version adopted in 2024, but the City code automatically updates. **Ball** said he would look into that.

***Motion:***

Councilmember **Scott Isaacson** moved that the City Council approve a resolution to amend the Consolidated Fee Schedule as outlined in the Staff Report.

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

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

**Consider approval of C&B Striping to construct the overlays FY 2027 road maintenance project bid**

Assistant City Manager/City Engineer **Chad Boshell** presented this agenda item. The City received seven bids for the Overlays FY 2027 Road Maintenance Project ranging from \$606,717.65 to \$765,913 and will begin construction in July. The project includes lowering and raising manholes, milling, overlays, and leveling course. City Staff recommends awarding C&B Striping the project.

***Motion:***

Councilmember **Amy Shumway** moved that the City Council approve the contract and bid from C&B Striping for the construction of road maintenance improvements in the amount of \$606,717.65 to be paid from various street maintenance funds.

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

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

**Consider approval of Peckham Asphalt Paving to construct the Crack Seal FY 2027 road maintenance project bid**

**Boshell** presented this agenda item. The City received 10 bids for the Crack Seal FY 2027 Road Maintenance Project ranging from \$48,000 to \$71,000 and will begin construction in July. The project includes crack sealing throughout the City. City Staff recommends awarding Peckham Asphalt Paving the project.

***Motion:***

**Child** moved that the City Council approve the contract and bid from Peckham Asphalt Paving for the construction of road maintenance improvements in the amount of \$48,000 to be paid from various street maintenance funds.

**Isaacson** 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

**Consider approval of Morgan Pavement to construct the Onyx FY 2027 road maintenance project bid**

**Boshell** presented this agenda item. The City received two bids for the Onyx FY 2027 Road Maintenance Project ranging from \$39,596.70 to \$39,883 and will begin construction in July.

The project includes installing frictional mastic surface treatment asphalt aggregate. City Staff recommends awarding Morgan Pavement the project. Only two companies in the State are authorized to use Onyx.

**Motion:**

**Child** moved that the City Council approve the contract and bid from Morgan Pavement for the construction of road maintenance improvements in the amount of \$39,596.70 to be paid from various street maintenance funds.

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

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

**REDEVELOPMENT AGENCY (RDA) MEETING**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
RDA member Roger Child,  
RDA member Scott Isaacson,  
RDA member Melissa Layton,  
RDA member Kristen Sherlock,  
RDA member Amy Shumway,  
City Attorney Paul Roberts,*

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

**Motion:**

RDA member **Amy Shumway** made the minute motion at 7:17 p.m. to adjourn to the Redevelopment Agency (RDA) Meeting.

RDA member **Melissa Layton** seconded the motion. All board members voted in favor, as there was no opposing vote.

RDA member Roger Child	X Aye	___	Nay
RDA member Scott Isaacson	X Aye	___	Nay
RDA member Melissa Layton	X Aye	___	Nay
RDA member Kristen Sherlock	X Aye	___	Nay
RDA member Amy Shumway	X Aye	___	Nay

**CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:21 p.m.

**RATIFY ADOPTION OF FY 2026-2027 TENTATIVE RDA BUDGET AND SETTING THE PUBLIC HEARING FOR JUNE 16, 2026**

Finance Director **Levi Ball** presented this agenda item. This was the same tentative RDA budget discussed in the last meeting. However, the item needed to be re-noticed and voted on again. There is little activity in this budget as tax increment is not collected anymore.

**Motion:**

Upon review of the FY27 tentative RDA budget schedule in the Staff Report, **Layton** moved that the RDA approve the resolution adopting the tentative FY27 RDA budgets and establishing June 16, 2026, as the date, time, and place for a public hearing.

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

RDA member Roger Child	X Aye	___	Nay
RDA member Scott Isaacson	X Aye	___	Nay
RDA member Melissa Layton	X Aye	___	Nay
RDA member Kristen Sherlock	X Aye	___	Nay
RDA member Amy Shumway	X Aye	___	Nay

**Motion:**

**Layton** moved that the RDA adjourn and reconvene the City Council Meeting.

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

RDA member Roger Child	X Aye	___	Nay
RDA member Scott Isaacson	X Aye	___	Nay
RDA member Melissa Layton	X Aye	___	Nay
RDA member Kristen Sherlock	X Aye	___	Nay
RDA member Amy Shumway	X Aye	___	Nay

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Approval of the City Council minutes for May 5, 2026
- Item 2: Interlocal Cooperation Agreement relating to the conduct of Community Development Block Grant (CDBG) Program for Federal Fiscal Years 2027, 2028, and 2029
- Item 3: Monthly Financial Report

**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  
Councilmember Kristen Sherlock

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

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Mellor** reminded the Council of the grand opening for the splash pad, complete with a concert and ribbon-cutting with the contractor and landscape architect on Saturday at 6 p.m. Starting next week until June 10, **Mellor** will be out of the office and **Boshell** will be the acting City Manager. **Ball** and **Roberts** will also be out of the office.

**Mayor Anderson and City Council Reports**

**Isaacson** said during the Development Review Committee (DRC) meeting, it was mentioned that some of the deadlines in the Stack contract have passed. **Mellor** said this is a component of tax increment, as that project would be within the Community Reinvestment Area (CRA) 2 area, which is gone and has been replaced with the Housing and Transit Reinvestment Zone (HTRZ). Therefore, a renegotiation is needed. He proposed to hold this after Festival Days.

**Isaacson** mentioned deadwood that lines the river behind his home. He would like to contact Davis County to get this cut down and floated down the river to be collected by trucks at Glover Lane, like has been done in the past.

**Shumway** mentioned that some of the creeks could be inspected using drones. A special use permit is required to fly drones in certain areas such as Farmington Bay.

**ADJOURNMENT**

***Motion:***

**Child** made a motion to adjourn the meeting at 7:31 p.m.

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

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

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

---

**DeAnn Carlile**, Recorder



160 S Main  
Farmington Utah 84025

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Shannon Harper, City Treasurer  
**Date:** June 2<sup>nd</sup>, 2026  
**Subject:** **Fraud Risk Assessment**

### RECOMMENDATION

Approval of the Fraud Risk Assessment for Fiscal Year Ending 2026

### BACKGROUND

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

Respectfully submitted,

A handwritten signature in black ink that reads 'Shannon Harper' in a cursive script.

Shannon Harper  
City Treasurer

Review and concur,

A handwritten signature in blue ink that reads 'Chad Boshell' in a cursive script.

Chad Boshell  
Assistant City Manager

# Fraud Risk Assessment

Continued

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

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

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

\*Entity Name: Farmington City

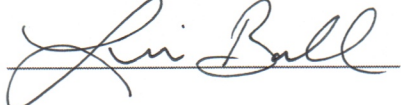
\*Completed for Fiscal Year Ending: 2026

\*Completion Date: 05/26/26

\*CAO Name: Chad Boshell

\*CFO Name: Levi Ball

\*CAO Signature: 

\*CFO Signature: 

\*Required

**CITY COUNCIL STAFF REPORT**

**To: Mayor and City Council**  
**From: Lyle Gibson –Community Development Director**  
**Date: 6/2/2026**  
**Subject: Farmington Medical Office Condominium Plat.**

**RECOMMENDED MOTION**

Move that the City Council approve the Farmington Medical Office Condominium Plat.

**Findings:**

1. The proposed subdivision plat does not change the approved building or use of property but simply allows for individual ownership of suites within an existing site.

**BACKGROUND**

The proposed plat divides space within an existing constructed building to allow for individual ownership of suites within the building.

The plat is for the newly constructed 3 story office building at 775 N Innovator Drive.

Respectfully submitted,



**Lyle Gibson**  
**Community Development Director**

Review and concur,



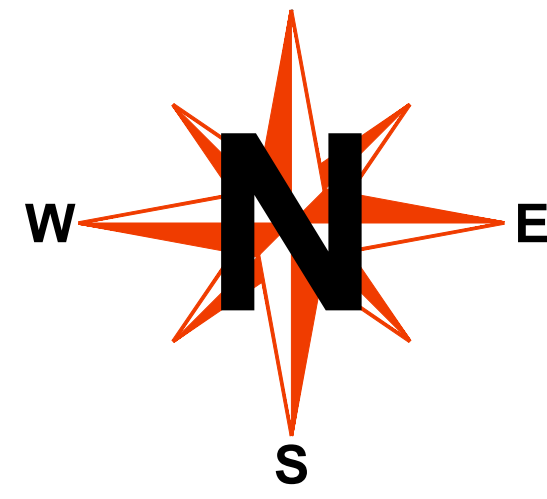
**Chad Boshell**  
**Asst. City Manager**

Approved as to form /s/Paul Roberts

**Supplemental Information**

1. Vicinity Map
2. Condominium Plat





0' 5' 10' 20' 40'  
SCALE: 1" = 20'

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	236.95'	494.00'	27°28'57"	N13°31'11"W 234.69'

**FARMINGTON MEDICAL OFFICE  
CONDOMINIUM PLAT**  
IN THE SOUTHWEST QUARTER OF SECTION 14,  
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH

FOUND BRASS CAP MONUMENT  
CENTER OF SECTION 14,  
TOWNSHIP 3 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN

EVERGREEN - 1525 & BURKE LAND LLC  
TAX ID NO. 08-727-0001

TJN WDG FARMINGTON LLC  
TAX ID NO. 08-709-0001  
50,546.86 SQ/FT  
1.16 ACRES

CONDO BUILDING  
3 LEVELS  
FOOTPRINT 12,237 SQ/FT

INNOVATOR DRIVE

**GENERAL NOTES**

1. NOTES...

**LEGEND**

	Section Monument		Witness Monument
	Property Corner		Break Line
	Property Line		Section Line
	Center Line		Easement Line
	Limited Common Area		
	Units (See Sheets 2 & 3)		
	Common Area		

**BASIS OF BEARINGS**

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING FOUND SOUTH QUARTER CORNER AND THE CENTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SURVEY PLAT.

**SHEET  
1 OF 3**

**UTAH LAND SURVEYING, LLC**  
A PROFESSIONAL LICENSED LAND SURVEYING COMPANY

1359 FAIRWAY CIR  
FARMINGTON, UT 84025  
PHONE 801.725.8395  
mikew@utahlandsurveying.com  
www.utahlandsurveying.com

**CITY ATTORNEY'S OFFICE**

I CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE BY THE STATE OF UTAH AND THE ORDINANCES OF \_\_\_\_\_ CITY OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.  
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
CITY ATTORNEY

DATE \_\_\_\_\_

**CITY APPROVALS**

THIS PLAT WAS APPROVED BY THE CITY ENGINEER AND THE PLANNING DIRECTOR.

BY: \_\_\_\_\_  
CITY ENGINEER

DATE \_\_\_\_\_

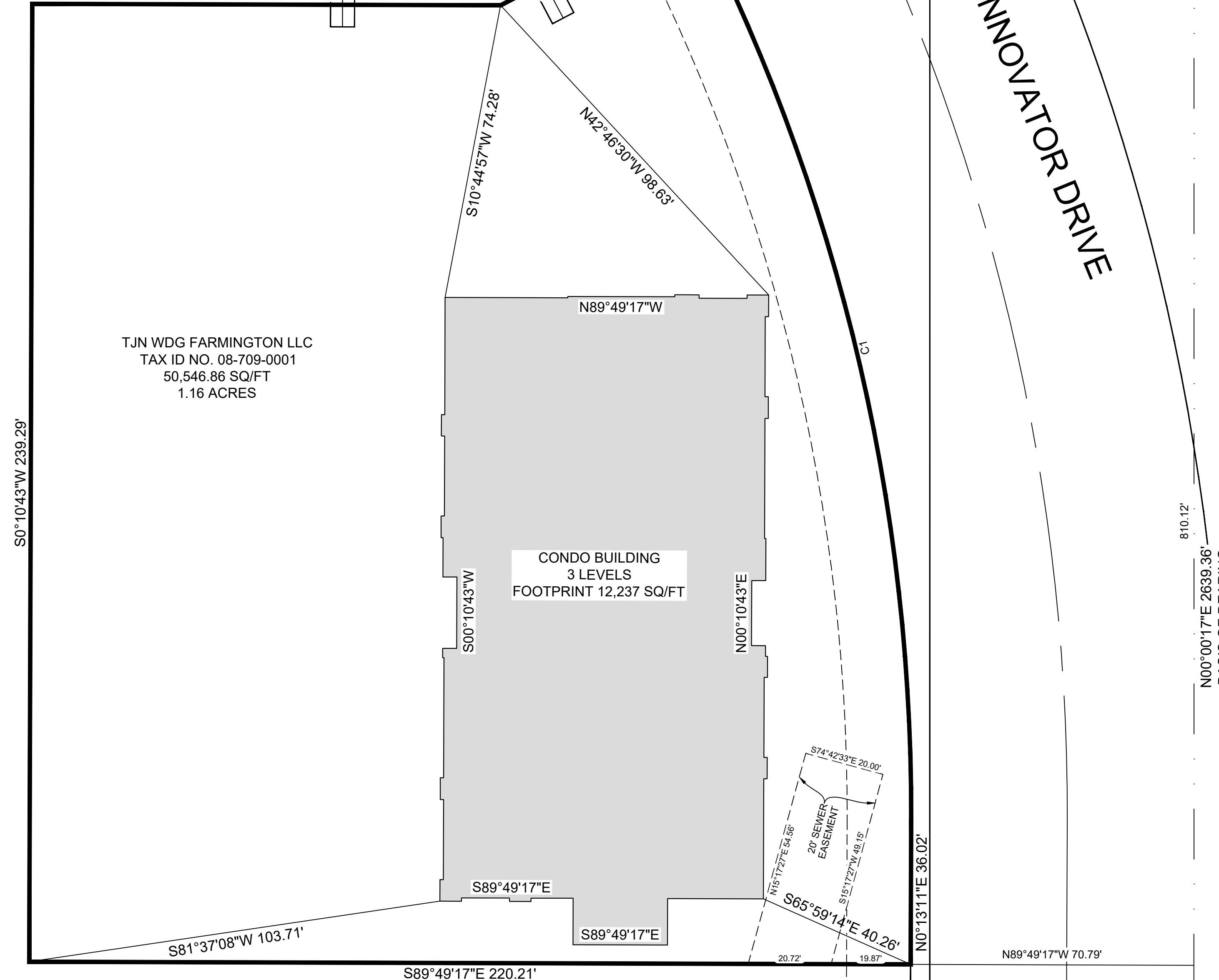
BY: \_\_\_\_\_  
PLANNING DIRECTOR

DATE \_\_\_\_\_

**LAND USE AUTHORITY**

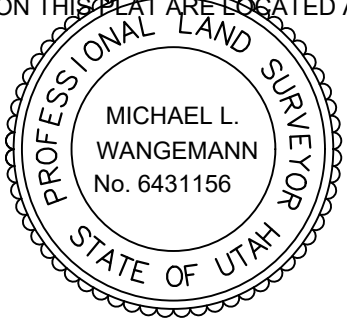
THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT ALONG WITH THE DEDICATION OF ALL EASEMENTS WERE DULY APPROVED AND ACCEPTED BY LAND USE AUTHORITY OF \_\_\_\_\_ CITY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_



**SURVEYOR'S CERTIFICATE**

I, MICHAEL L. WANGEMANN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 6431156 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT AND HAVE VERIFIED ALL MEASUREMENTS, THAT THE REFERENCED MONUMENTS SHOWN ON THIS PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY HEREAFTER TO BY KNOWN AS **FARMINGTON MEDICAL OFFICE CONDOMINIUM PLAT**, A UTAH CONDOMINIUM PROJECT. IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT, I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT FOR SAID PROJECT IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. REFERENCE MARKERS AS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.



Michael L. Wangemann, PLS  
Date of Plat or Map: May 12, 2026  
PLS# 6431156-2201

**LEGAL DESCRIPTION**

SPECIAL WARRANTY DEED, ENTRY NO. 3598091, LEGAL DESCRIPTION:  
LOT 1 OF THE TRAIL - EVERGREEN SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, UTAH.

**OWNERS CERTIFICATION AND CONSENT TO RECORD**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF SAID TRACT OF LAND DESCRIBED HEREON DO HEREBY CERTIFY THAT WE CONSENT TO THE RECORDATION OF THIS CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-8-13, SUBDIVIDING THE LAND INTO CONDOMINIUM OWNERSHIP, AND CREATING LOTS, UNITS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS ALL AS SET FORTH HEREIN TO HEREAFTER BE KNOWN AS  
**FARMINGTON MEDICAL OFFICE CONDOMINIUM PLAT**

UTILITY DEDICATION  
BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY GRANT AND CONVEY TO THE CITY AND OTHER PUBLIC UTILITY COMPANIES, A PERMANENT EASEMENT AND RIGHT-OF-WAY IN AND TO THOSE AREAS REFLECTED ON THE MAP AND DEFINED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THIS PROJECT AS "COMMON AREA" (INCLUDING PRIVATE DRIVEWAYS) FOR CONSTRUCTION AND MAINTENANCE OF APPROVED PUBLIC UTILITIES AND APPURTENANCES TOGETHER WITH RIGHT OF ACCESS THERETO.

CONVEYANCE OF COMMON AREAS  
BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY DEDICATE AND CONVEY TO THE MEMBERS OF THE CENTER STREET LOFTS CONDOMINIUM ASSOCIATION ALL AREAS SHOWN ON THIS PLAT AS "COMMON AREAS" AND "LIMITED COMMON AREAS" FOR THE COMMON ENJOYMENT OF ALL OWNERS IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND UNDIVIDED INTERESTS OF SAID COMMON AND LIMITED COMMON AREAS AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF CONDOMINIUM FOR CENTER STREET LOFTS CONDOMINIUM RECORDED WITH THE DAVIS COUNTY RECORDER ON \_\_\_\_\_, 2026, AS ENTRY NO. \_\_\_\_\_ AS AMENDED AND SUPPLEMENTED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**ACKNOWLEDGEMENT**

COUNTY OF \_\_\_\_\_ )  
STATE OF UTAH            )  
  \$  
  }

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, BEFORE ME THE UNDERSIGNED,  
PERSONALLY  
APPEARED \_\_\_\_\_ WHO ACKNOWLEDGES THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

NOTARY PUBLIC: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGEMENT**

COUNTY OF \_\_\_\_\_ )  
STATE OF UTAH            )  
  \$  
  }

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, BEFORE ME THE UNDERSIGNED,  
PERSONALLY  
APPEARED \_\_\_\_\_ WHO ACKNOWLEDGES THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

NOTARY PUBLIC: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**COUNTY RECORDER**

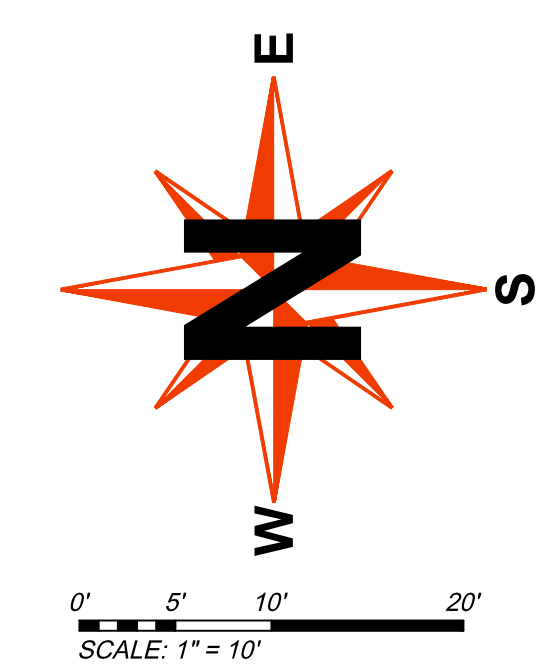
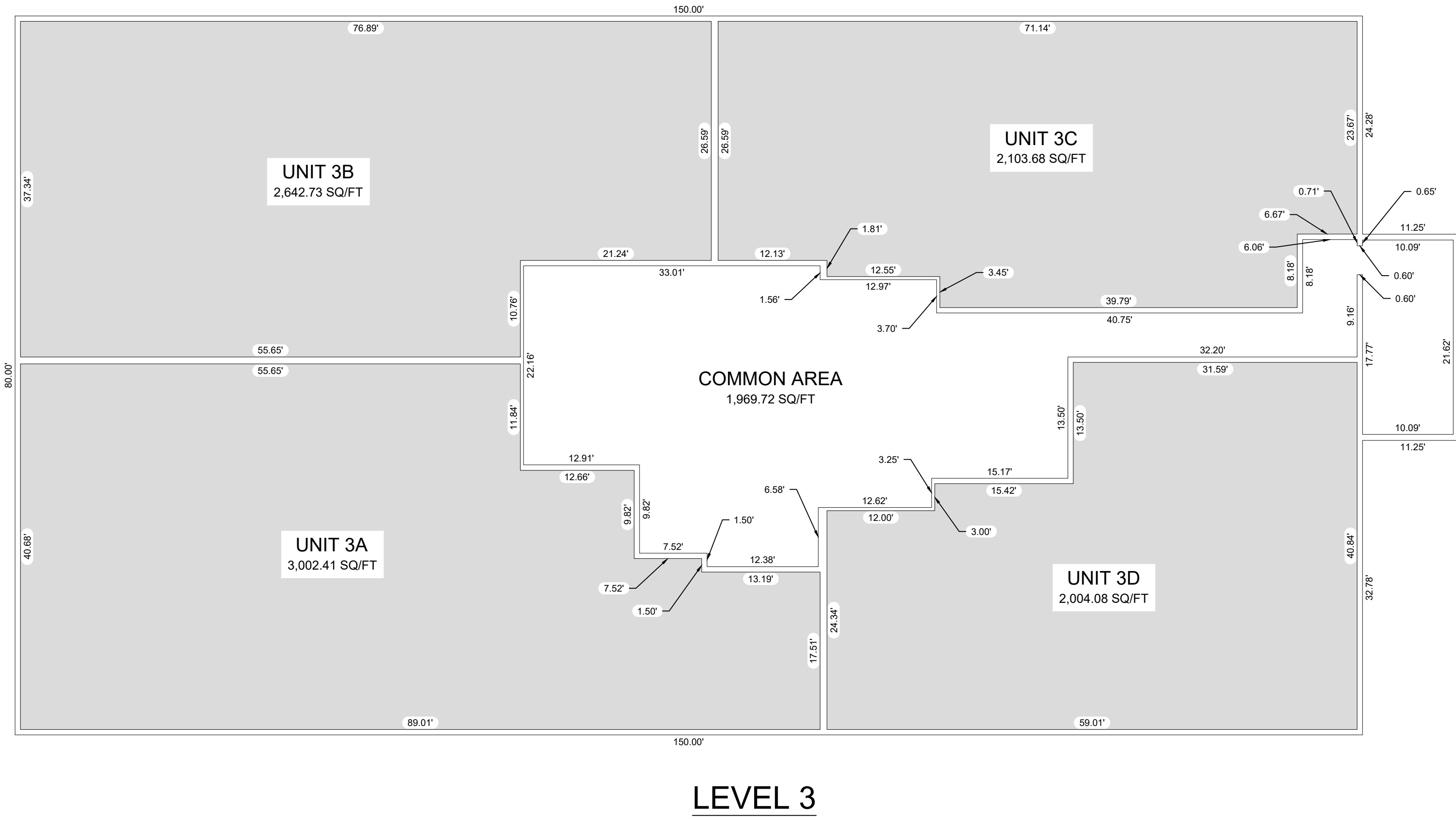
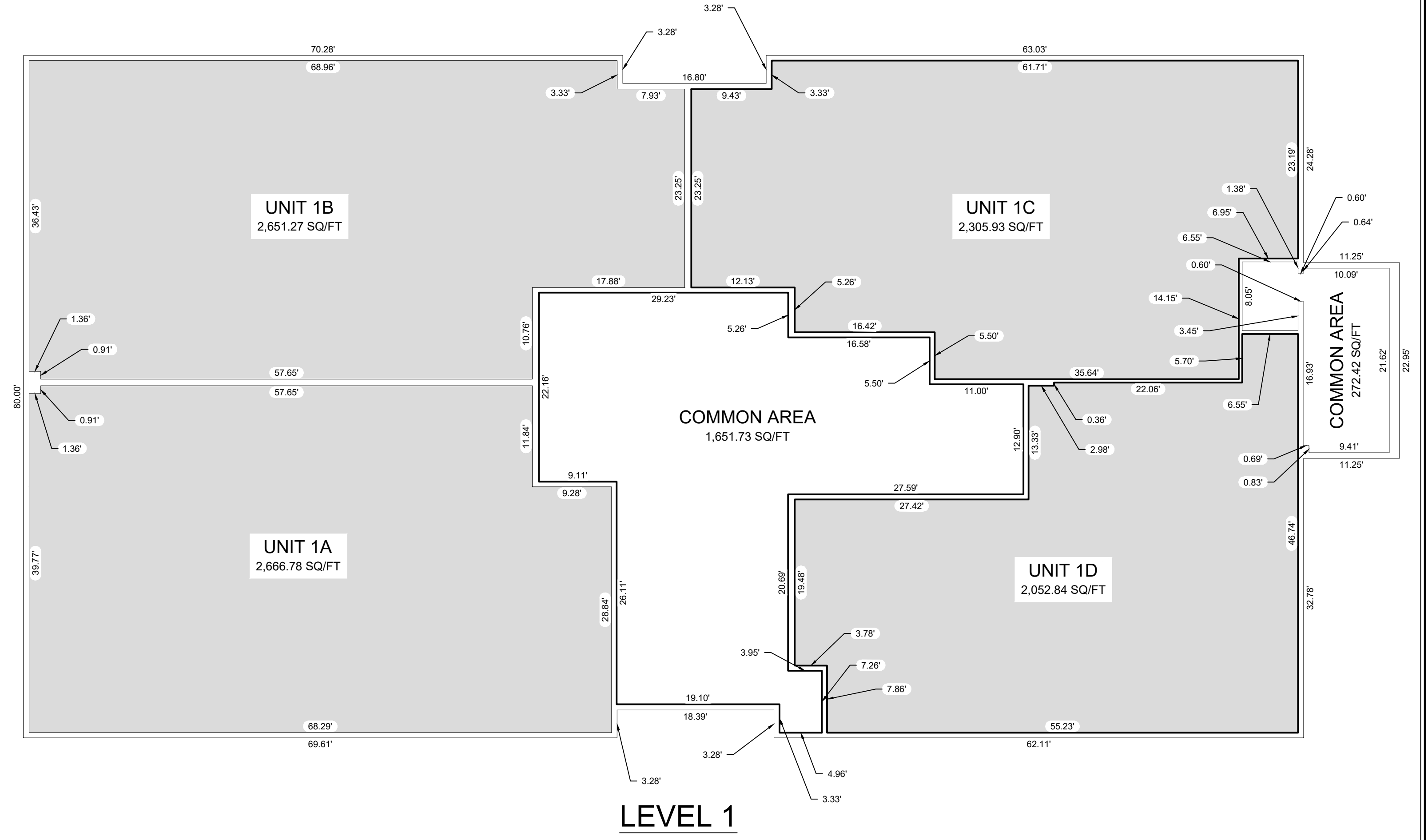
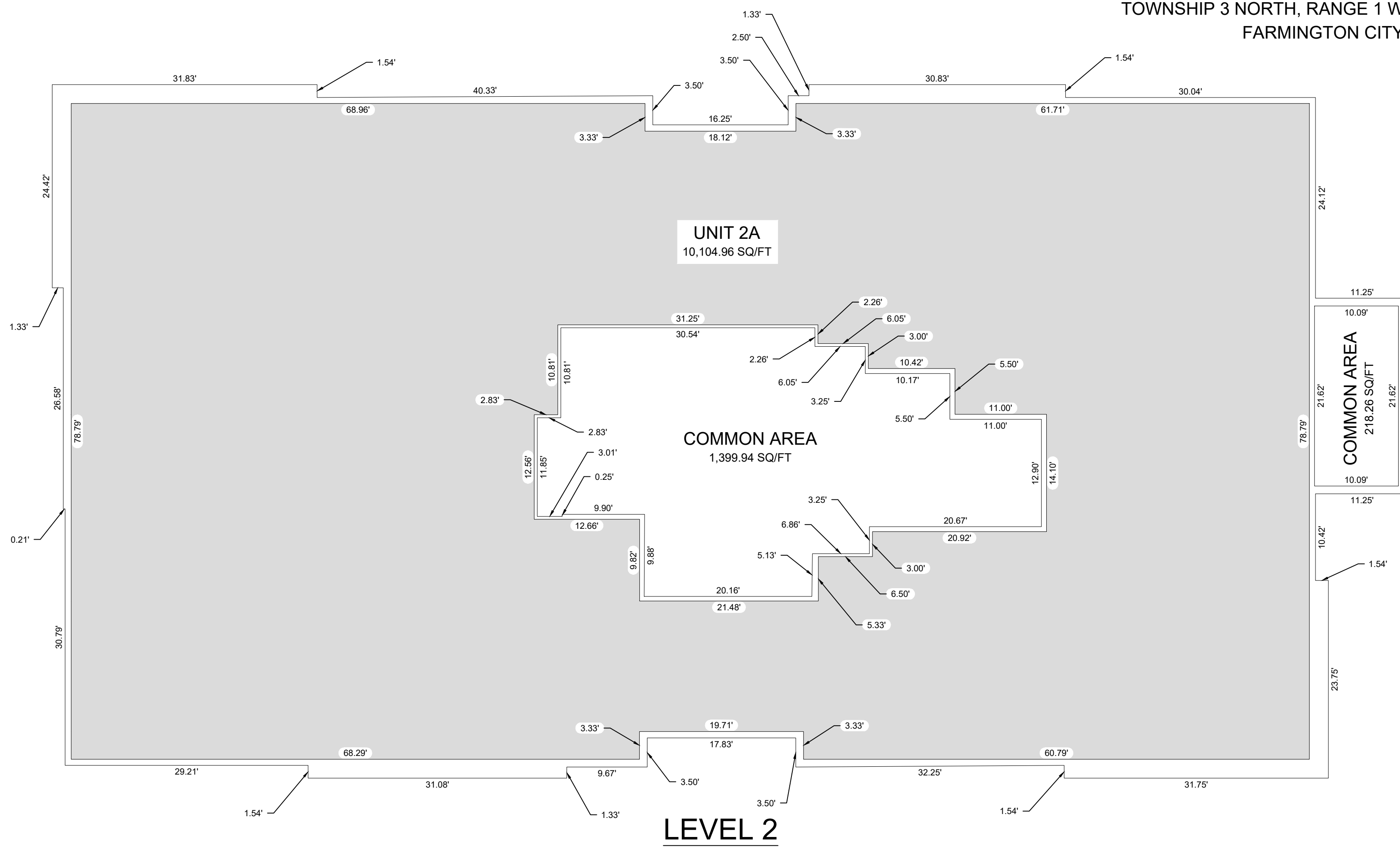
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026 AT \_\_\_\_\_ AM/PM  
IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_

COUNTY RECORDER \_\_\_\_\_  
BY: \_\_\_\_\_  
DEPUTY

EVERGREEN - 1525 & BURKE LAND LLC  
TAX ID NO. 08-727-0001

FOUND BRASS CAP MONUMENT  
SOUTH QUARTER CORNER, SECTION 14,  
TOWNSHIP 3 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN

**FARMINGTON MEDICAL OFFICE  
CONDOMINIUM PLAT**  
IN THE SOUTHWEST QUARTER OF SECTION 14,  
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH



**LEGEND**

- Section Monument
- Property Corner
- Property Line
- Section Line
- Center Line
- Easement Line
- Witness Monument
- Break Line
- Limited Common Area
- Units (See Sheets 2 & 3)
- Common Area

DATE:	05/12/2026
SCALE:	1" = 10'
DRAWN:	MLW
CHECKED:	MLW

**FARMINGTON MEDICAL OFFICE  
CONDOMINIUM PLAT**  
IN THE SOUTHWEST QUARTER OF SECTION 14,  
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH

**COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
 FILED FOR RECORD AND RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026 AT \_\_\_\_ AM/PM  
 IN BOOK \_\_\_\_ AT PAGE \_\_\_\_  
 COUNTY RECORDER \_\_\_\_\_  
 BY: \_\_\_\_\_ DEPUTY

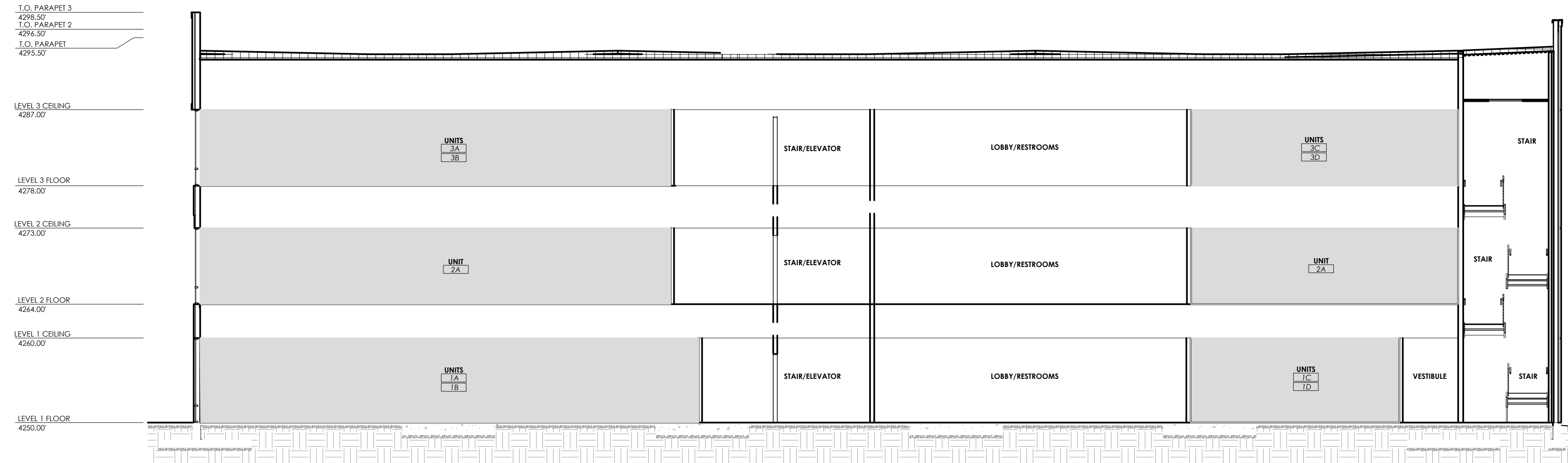
**SHEET  
2 OF 3**

**UTAH LAND SURVEYING, LLC**  
A PROFESSIONAL LICENSED LAND SURVEYING COMPANY

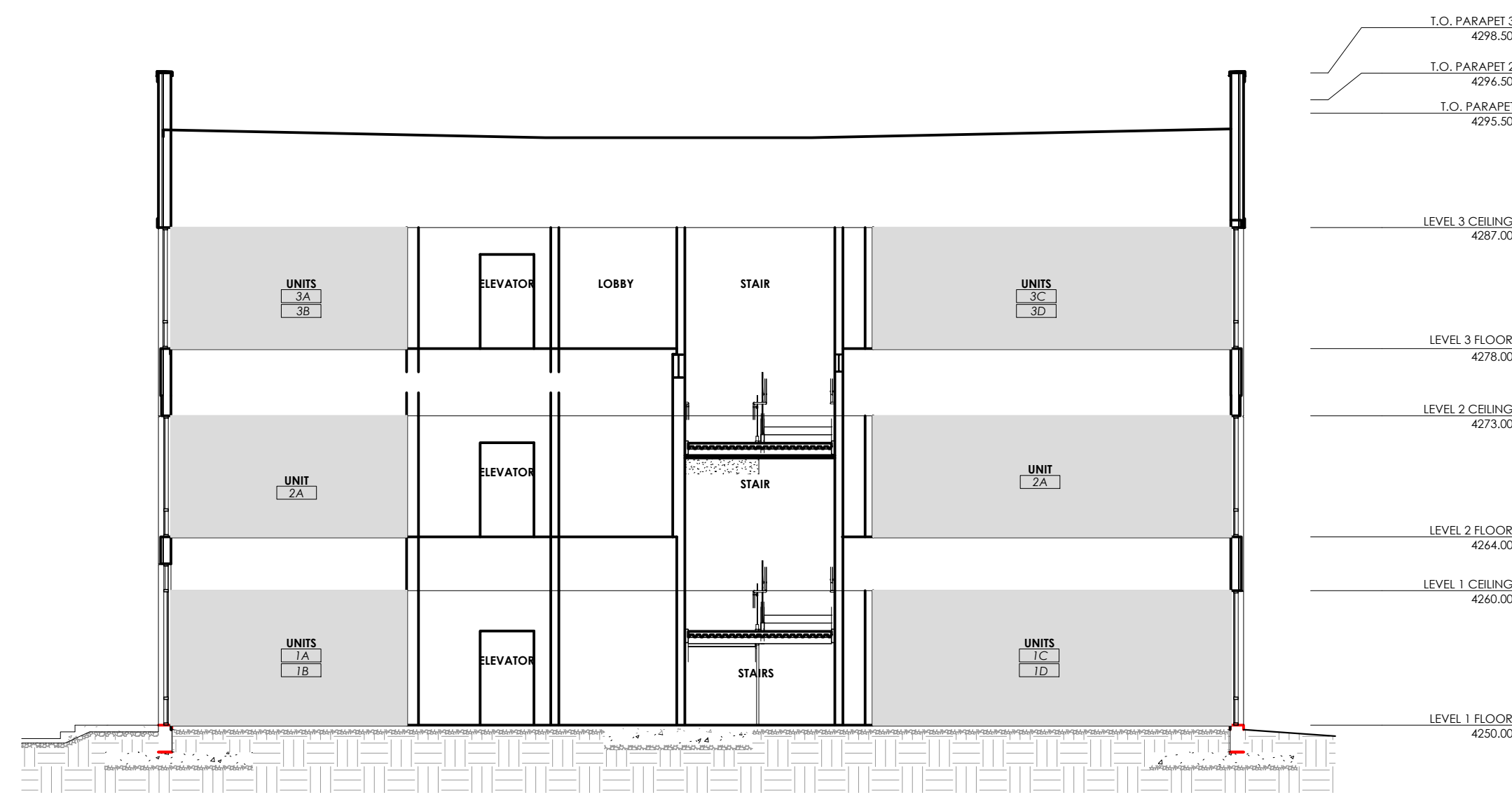


1359 FAIRWAY CIR  
FARMINGTON, UT 84025  
PHONE 801.725.8395  
mikew@utahlandsurveying.com  
www.utahlandsurveying.com

**FARMINGTON MEDICAL OFFICE  
CONDOMINIUM PLAT**  
IN THE SOUTHWEST QUARTER OF SECTION 14,  
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH



**SECTION 1  
VIEW EAST**



**SECTION 2  
VIEW SOUTH**

**LEGEND**

	Section Monument		Witness Monument
	Property Corner		Break Line
	Property Line		Section Line
	Center Line		Easement Line
	Limited Common Area		
	Units (See Sheets 2 & 3)		
	Common Area		

0' 5' 10' 20'  
SCALE: 1" = 10'

DATE:	05/12/2026
SCALE:	1" = 10'
DRAWN:	MLW
CHECKED:	MLW

**FARMINGTON MEDICAL OFFICE  
CONDOMINIUM PLAT**  
IN THE SOUTHWEST QUARTER OF SECTION 14,  
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
FARMINGTON CITY, DAVIS COUNTY, UTAH

**COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026 AT \_\_\_\_ AM/PM  
IN BOOK \_\_\_\_ AT PAGE \_\_\_\_  
COUNTY RECORDER \_\_\_\_\_  
BY: \_\_\_\_\_ DEPUTY

**SHEET  
3 OF 3**

**UTAH LAND SURVEYING, LLC**  
A PROFESSIONAL LICENSED LAND SURVEYING COMPANY

1359 FAIRWAY CIR  
FARMINGTON, UT 84025  
PHONE 801.725.8395  
mikew@utahlandsurveying.com  
www.utahlandsurveying.com



160 S Main  
Farmington Utah 84025

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Larry Famuliner, Public Works Director  
**Date:** June 2, 2026  
**Subject:** Surplus Property

### RECOMMENDATION(S)

Request that the City Council declare the following vehicles as surplus and allow us to sell them.

### BACKGROUND

Fleet #869 - REC	'19 DODGE DURANGO	VIN #: 1C4RDJFG5KC771240
	Current Mileage: 67,204	
Fleet #122 - ADMIN	'14 GRAND CHEROKEE	VIN #: 1C4RJFAG5EC289823
	Current Mileage: 111,677	

These vehicles have been replaced. We recommend that these vehicles to be sold for \$5,000 and \$3,300 respectively. These vehicles will go to Guage Automotive, 332 E 3300 S, Salt Lake City, UT 84115.

Respectfully submitted,

Larry Famuliner  
Public Works Director

Review and concur,

Chad Boshell  
Assistant City Manager