

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, September 16th, 2025** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION – 6:00 p.m.

- Trails App Presentation – Scott Kichman
- Discussion of regular session items upon request

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

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

PRESENTATIONS:

- Appointment of Levi Ball as Finance Director and administration of the oath of office [page 3](#)

PUBLIC HEARING:

- Consideration of a Development Agreement for the Preliminary Planned Unit Development and Schematic Subdivision for the Brickmoor residential project [page 6](#)

SUMMARY ACTION: [page 97](#)

1. Monthly Financial Report [page 98](#)
2. Zone Change Enabling Ordinance – B and C-R to CRT (Lagoon Administration Building) [page 99](#)
3. Approval of Minutes for 09.02.25 [page 102](#)

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on September 11th, 2025

CITY COUNCIL AGENDA



PRESENTATION

AGENDA TITLE: Appointment of Levi Ball as Finance Director and administration of the Oath of Office

PRESENTED BY: Brigham Mellor, City Manager

MEETING DATE: September 16, 2025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Brigham Mellor
Date: 09/16/2025
Subject: Appointment of Levi Ball as Finance Director

RECOMMENDATION(S)

Approve the resolution appointing Levi Ball as Finance Director

BACKGROUND

The Havard Business Review once published an article which estimated that the departure of a senior executive of an organization costs the organization between 250% and 300% of their salary to replace them. In municipal government I would hold that as a conservative estimate. Institutional knowledge is invaluable, and one transaction backed by institutional knowledge could save the taxpayers millions of dollars.

The Council and Mayor of Farmington have remained committed to the succession plans we began implementing over the 4 years of this administration. The primary objective in establishing this kind of planning was to mitigate the transition costs that take place when replacing senior executive level staff.

Assistant City Manager Chad Boshell and I started considering candidates over a year ago when Greg Davis told of us of his retirement plans. When we met Levi, upon Greg's recommendation, we knew that he fit the Farmington family model we have worked hard to establish. Levi grew up in Farmington and still has family which live here (including his parents and in-laws). More importantly Levi has a proven professional track record in the private sector and in municipal government. He is a CPA having graduated from the University of Utah with a Master of Accountancy.

We know Levi will do a great job – because he has proven over the last year during employment at Farmington that he is up to the task and gained invaluable institutional knowledge to make the transition smooth. In addition, we (Farmington) have proven to him that we too are worth his dedication of time, loyalty, and commitment.

Respectfully submitted,



Brigham Mellor
City Manager

RESOLUTION 2025-__

**A RESOLUTION DESIGNATING AND APPOINTING A NEW FINANCE
DIRECTOR FOR FARMINGTON CITY, UTAH.**

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

WHEREAS, the City Council desires now to appoint a certain individual to the appointed office as more particularly provided herein below.

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

Section 1. Appointment. The following individual is hereby appointed to the following designated office within Farmington City. The person appointed shall serve at the pleasure of the City Council and their appointment shall be subject to the ordinance, rules and regulations of Farmington City, and the laws of the State of Utah.

Finance Director – Levi Ball

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 16th DAY OF SEPTEMBER, 2025.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

By: _____
Brett Anderson, Mayor

CITY COUNCIL AGENDA



PUBLIC HEARING

AGENDA TITLE: Consideration of a Development Agreement for the Preliminary Planned Unit Development and Schematic Subdivision for the Brickmoor residential project

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development, Director

MEETING DATE: September 16, 2025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson – Community Development Director

Date: 9/16/2025

Subject: Consideration of a Development Agreement for the Preliminary Planned Unit Development and Schematic Subdivision for the Brickmoor residential project.

RECOMMENDED MOTION

Move that the City Council approve the Schematic Subdivision Plan, Preliminary Planned Unit Development and Development agreement for the Brickmoor.

Findings:

- 1. The proposed development is consistent with the Farmington City General Plan and vision for the area.**
- 2. The subdivision as designed creates a desirable neighborhood that is consistent with the NMU zone and Planned Unit Development purpose and standards.**
- 3. As designed, the development can be serviced by required utility providers and establishes a street network capable of handling the number of units proposed.**
- 4. The project creates a variety of housing while providing reasonable buffering and transitioning from abutting properties while creating a desirable streetscape along Main Street at the entry to the city.**
- 5. The property supports and enhances the historic home / bakery which it is adjacent to while providing meaningful community benefits such as open space access and trails in addition to amenities created for the residents of Brickmoor. In addition to the proposed rent reduction on 9 townhome units, these improvements qualify as 'other benefits' to help the project meet its moderate-income housing requirement.**

Note: The Planning Commission included a recommendation as part of their motion that the city and developer explore options for improving traffic function and safety particularly near the proposed intersection with Mountain Road and Main Street. Consideration should be for all modes of transportation including pedestrian safety. The recommendation included consideration of use of funds received from the sale of the property towards completion of identified improvements.

BACKGROUND

The Planning Commission held 2 public hearings on this matter before voting in favor of the recommended motion provided with this report. Included herein is the text provided to the Planning Commission for their review with an update from the last public hearing provided first.

The Commission originally reviewed a proposal with 174 units which was reduced to 168 units with some modifications to the site to address concerns heard at the first hearing. The 168 unit version last seen by the Planning Commission is before the council now for review.

Update for 9/16/25 City Council meeting:

The most recent public hearing on 9/4 with the Planning Commission included public comment with similar concerns to items heard previously such as density and traffic impacts and safety. In brief, those who shared comments during the hearing expressed concerns about the justification for the number of units in the project, interest in ensuring that future homes are built safely considering liquefaction, that environmental items are properly addressed related to water ways and wetlands, and that traffic be properly managed for safety and reduced impact.

A traffic study has been conducted, the summary of which is included with this report, further engineering and design which would occur after an initial approval would address many of the environmental and safety questions that have been raised. Should the developer fail to adequately address identified issues or obtain the proper permitting from all applicable entities then the plan may be altered or stopped.

Regarding the amount of housing being proposed, the NMU zone indicates that development may be done at 9 units per acre. The city owns 18.36 acres of property as noted in the Development Agreement, and is under contract to sell 15.76 acres of that acreage to Boyer after retaining some land for storm water detention and a culinary water well. Notably, the NMU requires that development be considered through the PUD process. The PUD process includes density multipliers of up to 25% for providing open space, preserving historic sites, inclusion of moderate income housing, and for good site design and architecture (15.76 acres x 9 = 142 ... 142 x 1.25 = 177 units). Of note, the council may consider additional deviations by way of development agreement if desired.

Update for 9/4/25 Planning Commission meeting:

The Planning Commission held a public hearing on 8/7/25 for this item. Following that hearing, the developer has made revisions to the proposed plan based on the input received from the public and Commission. A brief summary of comments heard include concerns about the total number of units, traffic increases and the ability to manage traffic access, impact on schools, unit types, guest parking, impact on streams, interaction and/or impact on historic home/bakery, and building height.

In response the developer has reduced the number of units from 174 to 168 with some minor rearranging of community space and units allowing for an expanded open space near the bakery and the ability to maintain a daylight stream through the property. (See included 'updated' vs 'former' plans included with this report.

In addition to updated plans, the city has sought additional input related to some of the concerns heard during the hearing. City Engineering staff has communicated with UDOT and is still confident that a traffic signal will occur at the north access across from Mountain Road. Similarly, traffic studies indicate that the proposed project will not cause intersections to run at unacceptable grades nor will the increased traffic exceed the capacity of Main Street. The city also has assurance from the Davis School District that the schools in the area can handle the projected growth to the student population that this project is anticipated to generate.

The developer has worked with city staff to create a Development Agreement which ensures that the project which is being proposed is how the project will be developed. The agreement grants allowances where needed to account for the proposed lot sizes, setbacks, townhomes elements, and items such as increased building height near the highway while also placing limits on items such as the total amount of housing. The agreement also includes the developer's proposal for inclusion of moderate-income housing.

Staff is looking for a recommendation from the Planning Commission related to this current proposal to forward to the City Council. The City Council will hold an additional public hearing in addition to considering the recommendation of the Commission. As a legislative act per the PUD process and included Development Agreement, the recommendation of the Commission may include comments for or against the project as proposed related to each member of the Commission's opinion as to how well the project works and follows the city's vision for the area.

8.7.25 Planning Commission Report:

Farmington City currently owns several acres of property between Main Street and Highway 89 just south of the interchange. The property, which is zoned NMU, had previously received entitlement for development as a commercial shopping center. Only the bank at the intersection ever developed and the commercial demand has since shifted towards Station Park. The City acquired the property when the commercial development failed. The City has sat on the property until recently when the City Council decided that the best use of the property for the City was to find a developer to whom the property could be sold to produce a desirable development while providing revenue to the City that could be used to help fund City needs, specifically a new fire station.

The Boyer Company was selected from amongst multiple responses to an RFQ and they have been working to develop a concept for several months. Based on the total amount of land in the NMU zoning district and the number of existing units within that area along Main Street, the City entered into an agreement with Boyer that considers no

more than 265 total residential units. Boyer has engaged with residents in the area on multiple occasions since going under contract on the property. Based on the initial feedback they have received, they have put together the PMP (Project Master Plan) and Schematic Subdivision included with this report.

The current phase in the approval process is conceptual. While far more than just a napkin sketch, much of the detailed engineering has yet to be done. The City's approval processes are established in this manner to better facilitate consideration of a project, adjusting at the concept level reduces risk to developers who are seeking assurance, while providing input opportunities for the City at every stage. Items such as stream alteration permits and wetland mitigation are potentially needed and resolution to such would be determined through the preliminary plat process where additional engineering is required (see FMC 12-5-110 for preliminary plat requirements).

The NMU district requires that development be considered through the Planned Unit Development (PUD) process. The purpose of a PUD is to provide public benefits that would not otherwise be required, while also achieving better site design through flexibility. As stated the NMU district requires all development to go through this process. Alternative allowances and flexibility permitted through the PUD process are typically memorialized through a Development Agreement. While the zoning district indicates in its purpose that it would provide for a mix of single-family and multi-family residential units together with commercial development, the demand for commercial development at this location has proven to be very limited. Multiple discussions with commercial real estate professionals have confirmed that the use of the property will be residential.

Brickmoor includes 33 proposed lots for single family detached units, and 141 single-family attached units (townhomes) with varied architecture, common areas with a clubhouse, trails, and other amenities. Townhomes include two-story units that are either front or rear loaded with three-story rear loaded units near the highway. Lots for detached single family homes are located closest to existing residential on the west side of Main Street. Private streets serve the development with 2 access points onto Main Street.

Among the number of issues to consider with the project is the number of proposed units.

The NMU zoning states that maximum residential density in the NMU zone is nine (9) units per acre. This could be interpreted in different ways. As previously noted, a cap was placed on the initial agreement with Boyer that there would be no more than 265 units based on the read of this language assuming a density over the zoning district at large. Of note, per FMC 11-27-030, "a Planned Unit Development is a residential development in which the regulations of the underlying zone are waived to allow flexibility and innovation in site and building design if approved by the Planning Commission and City Council." Consistent with this intent, State Law allows for the establishment of unique

regulations including establishing density through the use of development agreements. The NMU zone includes language indicating this may be expected.

It is the opinion of City staff that the Planning Commission may recommend whatever density or unit count they feel is appropriate for the site. For reference, the project area includes over 19 acres of land. Included in this area is 2.6 acres of UDOT property which is integrated into the project for open space and storm water design. The 174 proposed units is 9 units per acre over the whole project area. If considering only the approximately 16 acres of land that are to be sold to Boyer by the City, the density is 10.8 units per acre.

In addition to unit count, the Planning Commission may wish to weigh in on the layout/project configuration, unit mix, architecture, building height, setbacks, amenities, transportation network, and landscaping.

Of note, a trip generation statement has been provided indicating that the proposed development will create minimal impact or delay on the existing road network as designed.

Ultimately this development will be considered through the use of a development agreement as is typical with a PUD to spell out the specific allowances or restrictions applicable to the project. A draft agreement is in process between Boyer Company and City Staff. It is the anticipation of both City staff and Boyer that this initial hearing will help provide input regarding the use of the property and proposed design to potentially inform changes to the design and also better inform the development agreement. An additional public hearing with the Planning Commission will follow where a development agreement will be available for the review of the public and Planning Commission before the project advances to the City Council for additional consideration.

The PUD process and need for a Development Agreement make this review a legislative process allowing for broad discretion by the Planning Commission in its recommendation. The City Council will consider the recommendation of the Planning Commission and make the final decision at a future meeting.

Applicable Code / Statute:

Neighborhood Mixed Use (NMU) Zoning District:

https://codelibrary.amlegal.com/codes/farmingtonut/latest/farmington_ut/0-0-0-17168

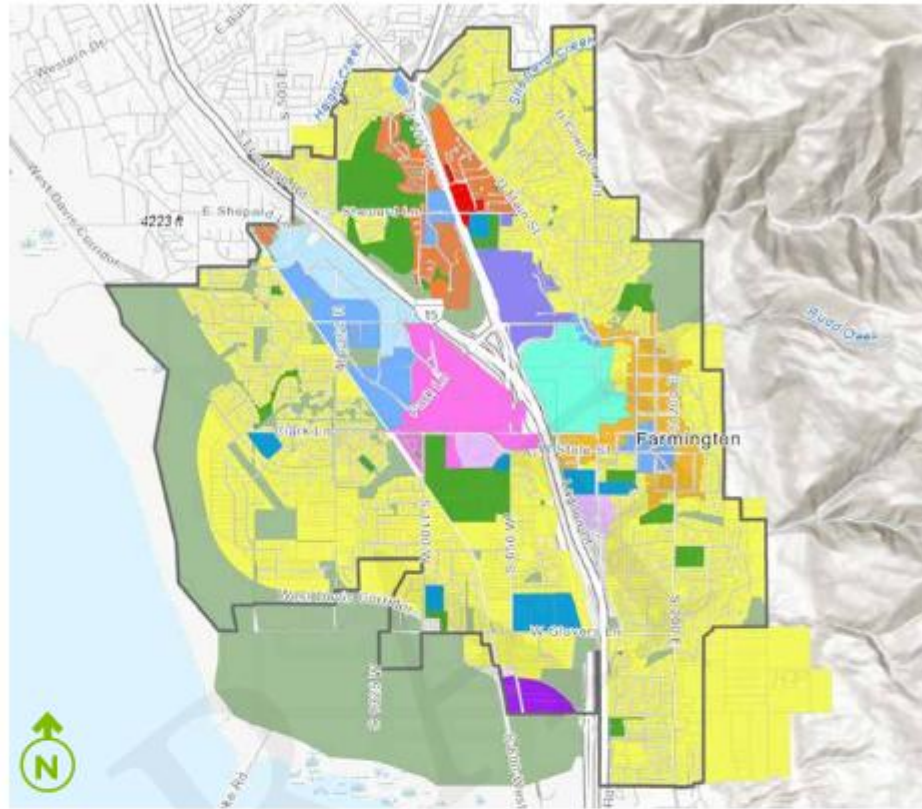
Planned Unit Development (PUD)

https://codelibrary.amlegal.com/codes/farmingtonut/latest/farmington_ut/0-0-0-17772

State Code – Development Agreements: https://le.utah.gov/xcode/Title10/Chapter9A/10-9a-S532.html?v=C10-9a-S532_2024050120240501

Recent General Plan Designation

11



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

CHAPTER 011
LAND USE & CITY FORM

FARMINGTON CITY
GENERAL PLAN UPDATE

107

Future Land Use & Zoning Correlation Matrix															
	NR	OTR	MMR	NMU	MUC	OMU	TMU	GC	CRR	FLX	M/LI	CR	OS	CV	
Residential & Neighborhood Zones															
AA - Agriculture - Very Low Density															
A - Agriculture															
AE - Agricultural Estates															
LS - Large Suburban Residential															
S - Suburban Residential															
LR - Large Residential															
R - Residential															
OTR - Original Townsite Residential															
R-2 - Residential															
R-4 - Residential															
R-8 - Residential															
CRT - Commercial Recreation Transition															
Conservation / Community Zones															
B - Buffer															
Commercial; Employment Zones															
C - General Commercial															
BR - Business Residential															
BP - Business Park															
OP - Office Professional															
C-H - Commercial Highway															
C-R - Commercial Recreation															
LM&B - Light Manufacturing & Business															
Mixed Use Zones															
OS - Open Space															
RMU - Residential Mixed Use															
OMU - Office Mixed Use															
GMU - General Mixed Use															
TMU - Transit Mixed Use															
CMU - Commercial Mixed Use															
NMU - Neighborhood Mixed Use															



The Mixed / Medium Residential areas of Farmington offer opportunities for residential neighborhoods where a mix of single-family, two-family, and multi-family development is supported.



This item has been noticed as a public hearing through the normal methods with the addition of emails sent to a list of interested residents collected during the public hearing when the purchase contract for the property was originally considered by the council.

Should the City Council need any additional information to inform a decision or wish to see any changes before voting to approve or deny the proposed project, the item may be tabled with direction given to staff and the developer to return at a future meeting.

Respectfully submitted,



Lyle Gibson
Community Development Director

Review and concur,



Brigham Mellor
City Manager

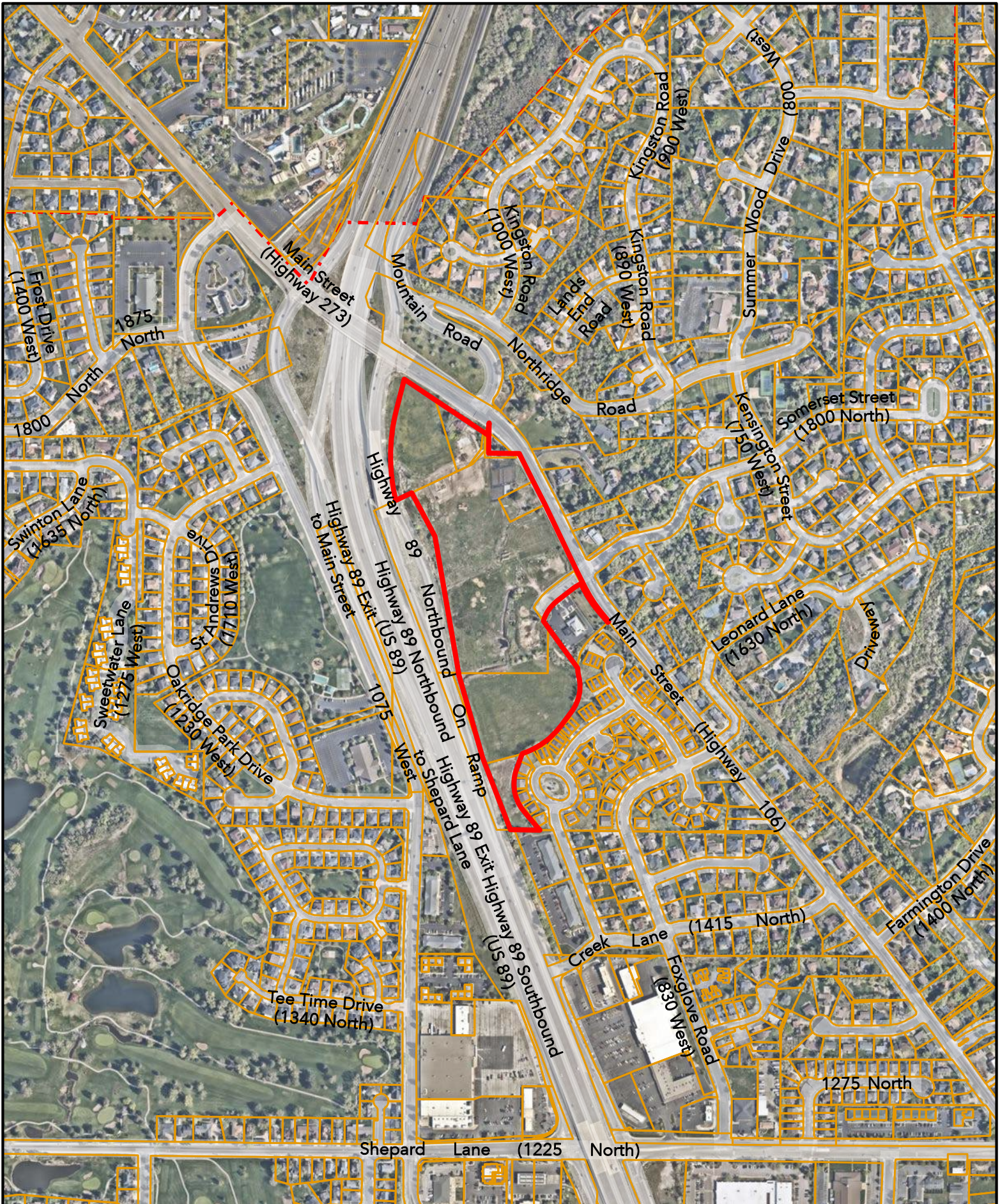
Supplemental Information

1. Vicinity Map
2. Development Agreement/Project Master Plan and Schematic Subdivision Plan
3. Trip Generation Statement and Traffic Impact Study Summary

Contract approved as to form:



Paul H. Roberts
City Attorney



	<h2 style="text-align: center;">VICINITY MAP</h2> <p style="text-align: center;">Brickmoor</p>	<div style="display: flex; justify-content: space-between;"> <div> <p>0 250 500 750 1,000</p> <p>Feet</p> </div> <div> <p>0 75 150 225 300</p> <p>Meters</p> </div> </div>		<p><small>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.</small></p>
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updated

BRICKMOOR PLAN

Legend:

Total Units: 168

- Single-Family Lots
- Townhomes:
rear-load, two-story at grade
- Townhomes:
front-load, two-story
- Townhomes:
rear-load, three-story
- Community
Amenity Space
- Open Space
- Existing Detention
- Well House
- Stream

Key Updates:

- Lower Density:

Reduced total units from 174 to 168
- Expanded Community Garden Space next to the Bakery:

Increased open space for the community garden adjacent to the development and bakery.
- Improved Bakery Access:

Additional parking and pedestrian connectivity for the bakery.
- Stream Preservation:

Left the stream that runs through the site daylit for residents and community members to enjoy.
- Improved Parking:

Distributed guest parking throughout the site to better serve residents and visitors—including spaces behind units along Main Street and adjacent to three-story townhomes along Highway 89—as well as tripled the number of townhome units with full driveways.
- Neighborhood Cohesion:

Placed single-family lots along Highway 89 across from other single-family homes to create a cohesive neighborhood feel.



former

BRICKMOOR PLAN

Legend:

Total Units: 174

- Single-Family Lots
- Townhomes:
rear-load, two-story at grade
- Townhomes:
front-load, two-story
- Townhomes:
rear-load, three-story
- Community
Amenity Space
- Open Space
- Existing Detention
- ⬢

 Well House



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

DEVELOPMENT AGREEMENT
FOR BRICKMOOR

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2025, by and between FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as the “**City**,” and BOYER PROJECT COMPANY, L.C., a Utah limited liability company, hereinafter referred to as the “**Developer**.” Each of the City and Developer may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. City owns approximately 18.36 acres of land located at approximately 1200 North Main Street. The property is designated as parcel numbers 08-043-0193, 08-430-0194, 08-041-0088, and 08-043-0017, 08-463-0371, and 08-451-0002. Included within this acreage calculation is property used for storm water detention, a street, and approximately .42 acres of land for a well-site.

B. Developer is under contract to acquire approximately 15.76 acres of the City’s property, with one condition of acquisition being approval of this Agreement (as further set forth in Section 3 and more particularly described on **Exhibit A** attached hereto, the “**Property**”).

C. Developer desires to develop a project on the Property to be known as Brickmoor (“**Project**”). Developer has submitted an application to the City seeking approval of this Agreement in accordance with the procedures of Section 11-20-180 of the Farmington City Municipal Code and the separate authority to enter into development agreements in Utah Code Ann. § 10-9a-532.

D. The Property is zoned Neighborhood Mixed Use in accordance with Chapter 20 of the City Zoning Ordinances (“**NMU Zone**”).

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City’s Vested Laws and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to or in lieu of those contained in the City’s Vested Laws.

AGREEMENT

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

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

2. Definitions.

a) Act means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, *et seq.* (2025).

b) Administrative Action means and includes any action that may be approved by the Administrator as provided in Section 15.

c) Administrator means the Person designated by the City as the administrator of this Agreement.

d) Agreement has the meaning set forth in the preamble and includes all exhibits attached hereto.

e) Applicant means a Person submitting a Development Application, a Modification Application or a request for an Administrative Action.

f) Backbone Improvements means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Property and not merely a part of the development of any particular Subdivision. Backbone Improvements are generally considered to be in the nature of “System Improvements,” as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2023).

g) Building Permit means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

h) Capital Facilities Plan means a plan adopted or to be adopted by the City in the future to substantiate the collection of Impact Fees as required by State law.

i) City is defined in the preamble of this Agreement.

j) City’s Future Laws means the ordinances and standards of the City that will be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and that may, in accordance with the provisions of this Agreement, be applicable to the Development Application.

k) City’s Vested Laws means the ordinances and standards of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date.

l) Council means the elected City Council of Farmington City.

m) Default shall have the meaning provided in Section 23.

n) Design Guidelines means the guidelines set forth in the PMP, which are the approved guidelines for certain aspects of the design and construction of the development of the Property, including setbacks, building sizes, open space, height limitations, parking and signage, and, the design and construction standards for buildings, roadways (including gated access, where applicable) and infrastructure, as set forth in and adopted as part of this Agreement. The Parties acknowledge that designs and styles may change over the Term of the Project. Accordingly, the Parties will work together in good faith to update the Design Guidelines in the future as market conditions evolve, following the procedure for administrative amendment provided in Section 15 of this Agreement.

o) Developer shall have the meaning provided in the preamble.

p) Development Application means an application to the City for development of a portion of the Project, including a Subdivision Site Plan, a Building Permit, improvement plans or any other permit, certificate or other authorization from the City required for development of the Project.

q) Development Property shall have the meaning provided in Section 19(a).

r) Development Entitlements shall have the meaning provided in Section 10.

s) Effective Date means the date first written above in the preamble.

t) Final Plat means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. §10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

u) Impact Fees means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, *et seq.*, (2023).

v) Infrastructure Plan means the conceptual infrastructure plan shown in the PMP, which is adopted simultaneously with this Agreement and shows the Backbone Improvements for the Property, including culinary water, secondary water, storm water, sanitary sewer and roads, as amended from time to time.

w) Intended Uses means the use of all or portions of the Project for multi-family and single-family public facilities, businesses, services, open spaces, parks, trails and other uses permitted in the NMU Zone, Design Guidelines, all as shown on the PMP.

x) Modification Application means an application to amend this Agreement, including its exhibits (but not including those changes which may be made by Administrative Action).

y) Mortgage means (1) any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

z) Mortgagee means any holder of a lender's beneficial or security interest (or the owner and landlord in the case of any sale and leaseback arrangement) under a Mortgage.

aa) NMU Zone is defined in Recital D.

bb) Non-City Agency means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of an aspect of the Project.

cc) Notice means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

dd) Off-Site Infrastructure means the off-site public or private infrastructure, such as roads and utilities, specified in the Infrastructure Plan that is necessary for development of the Property but is not located on the portion of the Property that is subject to a Development Application.

ee) On-Site Infrastructure means the on-site public or private infrastructure, such as roads or utilities, specified in the Infrastructure Plan that is necessary for development of the Property and is located on that portion of the Property that is subject to a Development Application.

ff) Open Space means the following: pedestrian, bicycle, and equestrian trails and pathways; passive open spaces, water features; parkways and commonly maintained natural or landscaped areas; street tree plantings and medians; recreational spaces; drains and detention basins and swells, protected slope areas, and any other quasi-public area that the City determines to be Open Space as a part of the approval of a Development Application. Open Space includes, but is not limited to, those areas identified as Open Space and in the PMP.

gg) Person means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

hh) Phase means the development of a portion of the Project. The initial Phases are identified in the PMP.

ii) Planning Commission means the City's Planning Commission.

jj) PMP means the project master plan attached as **Exhibit B**, which is a conceptual/illustrative depiction of the presently anticipated development plan for the Property, which may be modified as provided in Sections 15 & 16 of this Agreement to respond to market, engineering and other development objectives, and includes the deviations set forth on **Exhibit D**.

kk) Project means the mixed-used master planned community to be developed on the Property in accordance with this Agreement, including, without limitation, all associated public and private facilities, Intended Uses, Phases and all of the other aspects approved as part of this Agreement and the PMP.

ll) Property Owner or Property Owners means Developer and any other successor-in-interest to Developer as an owner of the Property or any portion thereof, including but not limited to, Sub-developers and builders.

mm) Site Plan means the plan submitted to the City for the first stage of the approval of a Subdivision in accordance with the City's Vested Laws.

nn) Sub-developer means any Person that obtains title to a parcel or portion of the Property from a Developer for development.

oo) Subdivision means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

pp) Subdivision Application means the application to create a Subdivision.

qq) Subdivision Site Plan means a Site Plan submitted with a Subdivision Application.

rr) System Improvement means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code Ann. §11-36a-102(22).

ss) Zoning Ordinance means the City's land use and development ordinance adopted pursuant to the Act that is in effect as of the Effective Date.

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

4. City's Findings. The City Council has reviewed this Agreement and all exhibits attached hereto and determined that it is consistent with the Act, the City's Vested Laws, including, without limitation, the Zoning Ordinance, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. The Agreement does not contradict, and specifically complies with, and is governed by Utah Code Ann Section 10-9a. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of, the Act.

5. Compliance with City's Vested Laws. Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall be in compliance with the City's Vested Laws.

a) City's Future Laws. Neither the City nor any agency of the City, unless otherwise required by State or Federal law, shall impose upon the Project any ordinance, resolution, rule, regulation, standard, directive, condition or other measure or future law that conflicts with or

reduces the development rights provided by this Agreement or the entitlements set forth herein. Without limiting the generality of the foregoing, any City Future Law shall be deemed to conflict with this Agreement and/or the Development Entitlements if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the City's Vested Laws, either by specific reference to the Project, Property or as part of a general enactment that applies to or affects the Project or Property:

- i) limit or reduce the entitlements authorized under this Agreement;
- ii) change any land uses or permitted uses of the Project;
- iii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner; or
- iv) apply to the Project any future City law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

b) Option of Developer. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a Development Application under such future ordinances, in which event the Development Application will be governed by such future ordinances, subject however, to the terms of this Agreement. By electing to submit a Development Application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other Development Applications under the City's Vested Laws.

6. Alternative Development Standards. Pursuant to Utah Code Ann. § 10-9a-532(2)(a)(iii), this Agreement contains terms that conflict with, or is different from, a standard set forth in the existing land use regulations that govern the Property. This Agreement, which has undergone the same procedures for enacting a land use regulation, including a review and recommendation from the planning commission and a public hearing, overrides those conflicting standards as it relates to this Project. The conflicts and deviations listed on **Exhibit D** are hereby made part of the PMP. Any conflicts and deviations from existing land use regulations that are contained in the PMP, including, without limitation, those set forth on **Exhibit D**, are hereby approved, even if they are not specifically listed.

7. Developer Obligations. Developer agrees to the following provisions:

a) Maximum Density & Housing Type. Developer agrees that the Project may include no greater than 168 residential units. These units may be a mixture of detached, single-family homes and attached townhomes.

b) Site Design Standards. The Project shall generally comply with the PMP.

c) Well-site and UDOT Parcel. Vehicular access to the well-site and UDOT parcel are essential components of this Agreement and Developer will provide access to the well site and UDOT parcel.

d) Building Heights, Setbacks. The maximum height of building, which is measured as provided in Farmington City Municipal Code § 11-2-020 (Building or Structure Height), is 42 feet, except as otherwise provided on **Exhibit D**. Elevations, as well as setbacks for specific buildings, shall be as set forth in the PMP.

e) Open Space. Residential development is required to provide 10% open space or common space improvements. The City acknowledges that the PMP provides for approximately 10% open space or common space improvements for the Project.

f) Road Widths. Roads which are to be publicly dedicated shall meet the requirements of City's development standards applicable as of the Effective Date. Private drives shall be designed and constructed where located in the PMP and shall meet and maintain minimum standards for emergency service access.

g) Construction. Developer agrees to construct dwellings that are similar in feature and quality of materials, including architectural features such as the percentage of windows on each face of the building, fenestration, variation of materials, and garage placement as described in the PMP.

8. City Obligations. The City agrees to the following provisions:

a) The City agrees to maintain the public improvements (including, without limitation, culinary water, and storm drain facilities) (the "**Public Infrastructure**") dedicated to the City following completion thereof and acceptance of the same by the City.

b) The City shall provide all municipal services to the Project (including, without limitation, culinary water and storm drain facilities), with the exception of secondary water and sewer, and to own and maintain the Developer-installed public improvements upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner's association in the Project.

c) The City represents and warrants that it has sufficient water rights and all necessary off-site System Improvements and capacity to accommodate the entitlements granted herein for the Project, as set forth in the PMP. If any portions of existing infrastructure required for the Project need to be enlarged, increased or otherwise "upsized" or upgraded by the Developer, the City shall, to the extent permissible under applicable law, reimburse the Developer for the costs incurred in the construction of such enlarged, increased, or otherwise "upsized" or upgraded infrastructure. This subsection shall not excuse the Developer or its assignees from payment of generally applicable impact fees to mitigate the impact of the Project on the City's System Improvements.

d) The City shall allow Developer to use existing City infrastructure to discharge groundwater located under the Property. The City shall cooperate with Developer to accomplish the discharge in a manner and to a level that Developer deems appropriate for the Project. The City shall assist Developer with any permitting process and execute all necessary documents for stream alterations or discharge into UDOT facilities.

9. Development of the Project. Development of the Project will be in accordance with this Agreement, the PMP, the City's Vested Laws and City's Future Laws as expressly set forth in this Agreement. If there is a conflict between this Agreement and the City's Vested Laws, and/or City's Future Laws, this Agreement will supersede and control.

a) On-Site Processing of Natural Materials. Property Owners may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of On-Site and Off-Site Infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Notwithstanding this provision, this does not permit the construction of any Subdivision or site-specific improvements prior to the requisite Final Plat review and approval for such improvements. Any such uses shall not be considered gravel pits.

b) Utilities and On-Site Infrastructure. The City acknowledges that Developer has prepared a preliminary Infrastructure Plan as set forth in the PMP. The Developer shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in Phases, the On-Site Infrastructure. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing such work and shall accept dedication of Public Infrastructure that complies with the same.

10. Entitlements of the Property. Developer is entitled to and is vested with the right to develop and construct no greater than 168 residential units on the Property as generally identified on the PMP (the "**Development Entitlements**"). This density has been approved pursuant to the City's review of the PMP in accordance with the requirements of the NMU Zone. Notwithstanding the maximum density permitted under the NMU Zone, Developer may allocate the Development Entitlements among any Phase or Subdivision or within the Project as it deems appropriate. In addition, the Property, and all portions thereof, shall be developed in accordance with the City's Vested Laws, together with the requirements set forth in this Agreement, in accordance with the following terms and conditions:

a) City's Future Laws. Neither the City nor any agency of the City, unless otherwise required by State or Federal law, shall impose upon the Project any ordinance, resolution, rule, regulation, standard, directive, condition or other measure or City's Future Law that reduces the development rights provided by this Agreement or by the Development Entitlements. Without limiting the generality of the foregoing, any City's Future Law shall be deemed to conflict with this Agreement and/or the Development Entitlements if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the City's Vested Law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project:

- i) limit or reduce the Development Entitlements authorized under this Agreement;
- ii) change any land uses or permitted uses of the Project;

iii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner; or

iv) apply to the Project any City's Future Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

b) Invalidity. If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Property Owners shall cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provisions and which implements the intent of the Parties in that regard as manifested by this Agreement.

c) Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in this Section are subject to only the following exceptions,

i) Compliance with State and Federal Laws. City's Future Laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project;

ii) Safety and Construction Code Updates. City's Future Laws that are updates or amendments to subdivision standards, building, plumbing, mechanical, electrical, dangerous buildings, drainage, City Engineering Standards and Specifications or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet compelling concerns related to public health, safety or welfare. In the event that a City safety, or construction code or requirement does not exist for a proposed improvement, the City shall have 45 days to approve an applicable City-wide requirement.

iii) Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, and Persons similarly situated.

iv) Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development 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.

v) Countervailing, Compelling Public Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah case law and Utah Code Ann. §10-9a-509(1)(a)(ii)(A).

11. Moderate Income Housing - Undertaking.

a) Developer agrees to set aside nine (9) town homes within the Project as deed-restricted affordable housing for rent for low to moderate-income households, spread across multiple buildings within the development. Additionally, in lieu of additional affordable housing units, Developer agrees to provide other public benefits as follows:

- i) Construction of a public trail around the perimeter of the Property as shown in the PMP;
 - ii) Integration of the Project open space into the historic building next to the Project;
 - iii) Public amenity space and community garden next to the historic building;
- and
- iv) Parking and utility connections for the historic building.

b) This Agreement constitutes a “written agreement regarding the number of moderate-income housing units” contemplated by Utah Code Ann. § 10-9a-535(1)(a). Once Developer identifies which units will be set aside for affordable housing, the Parties agree to have the form of deed restriction attached to this Agreement as **Exhibit E**, (“**Deed Restriction**”) which is incorporated by this reference, and which restriction will be recorded against those portions of the Project on which affordable housing units will be located, which recordings will confirm that the obligations shall run with the land for the term of the restriction.

c) In the event Developer desires to sell any or all of the 9 townhomes, Developer may make an in lieu payment to the City (or other governmental authority) as provided in Section 11-28-260 of the Farmington City Municipal Code, subject to the following modifications:

- i. The average sales price of comparable town home properties in Farmington City over the previous 12 months will be used, and
- ii. An amortization schedule will be used to reduce the in lieu payment to account for the number of years that the town home provided affordable housing.

In the event of a sale of a townhome covered by this Section and an in lieu payment by Developer is made to the City or other governmental authority, this Section will no longer be applicable to such townhome and the parties will execute a respective termination and release of the Deed Restriction. This subsection (c) shall survive the expiration or termination of this Agreement.

12. Moratorium. In the event the City imposes by ordinance, resolution, initiative or otherwise a moratorium or limitation on the issuance of Building Permits or the regulatory approval and review of subdivisions for any reason, the Property and the Project shall be excluded from such moratorium or limitation unless the City demonstrates that it is necessary to include the Project within such moratorium or limitation due to circumstances constituting a compelling public interest to protect the health, safety, or welfare of the residents of the City and the moratorium is applied to the entire City. Moreover, such moratorium or limitation shall only apply to portions of the Project for which Developer (or their assignee(s), if applicable) have neither applied for nor

obtained any Building Permits, unless a different result is required under applicable State law. In the event any such moratorium applies to the Project, the City shall inform Developer of the requirements for ending the moratorium with regard to the Project and shall provide the City's reasonable estimate of the duration of such moratorium.

13. Approval Processes for Development Applications.

a) Phasing. The City acknowledges and agrees that Developer may submit multiple Development Applications to the City for development of distinct portions of the Project to develop and/or construct portions of the Project in Phases.

b) Processing Under City's Vested Laws. Approval processes for Development Applications shall be governed by City's Vested Laws, except as otherwise provided in this Agreement. Development Applications shall be approved by the City if they comply with and conform to this Agreement and the entitlements.

c) City's Cooperation in Processing Development Applications. The City shall cooperate reasonably in promptly and fairly processing Development Applications properly completed and accompanied by the appropriate fees and documents.

d) Non-City Agency Reviews. If any aspect or a portion of a Development Application is governed exclusively by a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of an aspect of the Project, an approval for these aspects does not need to be submitted for review to any body or agency of the City. Notwithstanding the above, the Applicant of such Development Application shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions, approvals and/or denials.

e) Acceptance of Certifications Required for Development Applications. Any Development Application, improvement plans, construction testing and oversight requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. Upon such a finding, the City will thereafter accept the application for review. It is not the intent of this Section to preclude the normal process of the City's ability to determine the completeness or "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the Developer shall provide the City with a complete set of plans at the outset of the application process and to that end, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless changes to the Development Application raise new issues that need to be addressed.

f) City Denial of a Development Application. If the City denies a Development Application, the City shall provide a written determination to the Developer, or other Applicant of the Development Application of the reasons for denial, including specifying the reasons the

City believes that the Development Application is not consistent with this Agreement and/or the City's Vested Laws (or, to the extent applicable in accordance with this Agreement, the City's Future Laws).

g) Meet and Confer regarding Development Application Denials. The City and Developer or other such Applicant shall meet within fifteen (15) business days of any denial to resolve the issues specified in the denial of a Development Application. The fifteen (15) day meet and confer time period shall not be counted toward the usual appeal period for development application denials, which is ten (10) calendar days. Notwithstanding anything in the City's Vested Laws to the contrary, the appeal period for the purpose of the Project is twenty-five (25) calendar days after a denial. If the Parties are unable to resolve the issues through these meetings, then the Developer may pursue administrative appeal.

h) City Denials of Development Applications Based on Denials From Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate Non-City Agency procedures for such a decision.

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

a) General Requirement of Payment of Fees. The City acknowledges its fees are subject to applicable State law. The City's Impact Fee requirements are set forth in the City's approved Capital Facilities Plan, which is subject to update and approval by the Council through its ordinary process. Applicable fees shall be calculated at the time that the Development Application triggers the payment of the fee.

b) Limitations on New Development, Review or Impact Fees. The Project shall not be made subject to any new development, review or Impact Fees or impositions enacted after the Effective Date unless: (a) the amount charged has been determined in accordance with all applicable state laws; and (b) it is directly or in practical effect, proportionate to the costs incurred by the City from the Project, and it is imposed and used to mitigate an impact caused by the development of the Project. This section does not prevent the City from amending or adjusting existing fees and applying those amendments or adjustments to portions of the Project, so long as the amendment or adjustment is equally applicable to development in the City generally. Nor does it prevent the Developer or its assignee from challenging the validity or applicability of a fee assessed by the City.

15. Administrative Amendments.

a) Allowable Administrative Applications: The following modifications to this Agreement may be considered and approved by the Administrator ("Administrative Amendments"):

i) Infrastructure. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

- ii) Design Guidelines. Modifications of the design standards in the PMP.
 - iii) Allocations. Any allocation of densities to be made by Developer or its successors.
 - iv) Minor Amendment. Any other modifications deemed to be minor modifications by the Administrator.
- b) Application to Administrator. Applications for Administrative Amendments shall be filed with the Administrator.

i) Referral by Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Amendment under subsection 15(a)(iv) above, the Administrator may require the Administrative Amendment to be processed as a Modification Application.

ii) Administrator's Review of Administrative Amendment. The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Amendment. Applicants must provide all documents in their completed form and pay any required fee in accordance with State law.

iii) Notification Regarding Application and Administrator's Approval. Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the City Council in writing. The Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 45-day period set forth in Section 15(b)(ii). If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

iv) Appeal of Administrator's Denial of Administrative Amendment. If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative Amendment to the Council for final adjudication. The Council shall be the appeal authority for any and all Administrative Amendments.

16. Modification Application Amendments. Except for Administrative Amendments, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes:

a) Submissions of Modification Applications. Only the City or Developer or an assignee of Developer that succeeds to all of the rights and obligations of Developer under this Agreement may submit a Modification Application.

b) Modification Application Contents. Modification Applications shall:

i) Identification of Property. Identify the parcel, property or properties affected by the Modification Application.

ii) Description of Effect. Describe the effect of the Modification Application on the affected portions of the Project.

iii) Identification of Non-City Agencies. Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

iv) Map. Provide a map of any affected parcel, property and all adjoining property showing the present or Intended Use and density of all such properties.

v) Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

c) Mutual Cooperation in Processing Modification Applications. Both the City and Applicants shall cooperate reasonably in promptly and fairly processing Modification Applications. The PMP and this Agreement shall not be amended by a Modification Application in a manner that eliminates the vested rights of Developer as set forth in this Agreement, except as a specific intended consequence of such Modification Application or as otherwise agreed by Developer.

d) Planning Commission Review of Modification Applications.

i) Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until the Applicant has submitted a complete application.

ii) Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation.

e) Council Review of Modification Application. After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application. If the Modification Application seeks deviations from applicable zoning code, including changes to special deviations authorized in **Exhibit D** of this Agreement, then the Council's determination of the Application shall be legislative. Any other modifications are administrative.

f) Council's Denial of Modification Applications. If the Council denies the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws), if any.

g) Appeal of Council's Denial of Modification Applications. Appeals from the Council's denial of Modification Applications shall be as provided in City code for land use appeals, as modified by this Agreement.

h) Amendments by Developer. Notwithstanding any other provision in this Agreement to the contrary, Developer may propose and if approved by the City, execute any amendment or other modification of this Agreement or the PMP, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the density allocated to such Property Owner identified in an assignment from Developer or otherwise affect any development rights associated with such Property Owner's Development Property set forth in a property specific development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor Developer shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project in order to amend this Agreement pursuant to this Section 16.

17. Indemnification and Insurance.

a) Each Property Owner shall indemnify, defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Property Owner, its agents or employees pursuant to this Agreement, unless caused by the City's negligence or willful misconduct.

b) City shall indemnify, defend and hold each Property Owner and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of the City, its agents, employees, and consultants pursuant to this Agreement and for which governmental immunity has been expressly waived under the Act, unless caused by a Property Owner's negligence or willful misconduct.

c) Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general commercial liability coverage in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

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

19. Assignment.

a) Transfer to Sub-developers. Notwithstanding anything to the contrary in this Agreement, Developer or its successor may sell any portion of the Property to one or more Sub-developers at any time from and after the Effective Date. Each such transferred portion of the Property (each, a "**Development Property**") shall be developed by the Sub-developer in accordance with and subject to the terms hereof, including, without limitation, the following:

i) Sub-developer shall assume in writing for the benefit of the City and Developer all of the obligations and liabilities of Developer hereunder with respect to the Development Property;

ii) Sub-developer shall be afforded the rights of Property Owners granted hereunder in respect of the applicable Development Property only, including, without limitation, any rights of Property Owners in and the impact fee credits and/or reimbursements pertaining to such Development Property; provided, however, that unless Developer otherwise agrees in writing, Sub-developer shall not, in each case without the prior written consent of Developer, which may be granted or withheld in Developer's sole discretion:

(1) submit any Design Guidelines to the City in respect to the Development Property and/or propose any amendments, modifications or other alterations to the Design Guidelines or any other Design Guidelines previously submitted by Developer to the City in respect of the Development Property;

(2) process any Final Plats, Site Plans or Development Applications for the Development Property and/or propose any amendments, modifications or other alterations of any approved Final Plats, Site Plans, and/or Development Applications procured by Developer for the Development Property; or

(3) propose or oppose any amendments, modifications or other alterations to this Agreement.

b) The City agrees not to accept or process any of the foregoing matters from a Sub-developer unless the matter has been approved by the owner of the Development Property.

c) Developer shall not amend, modify or alter this Agreement or the Design Guidelines, or any Final Plats, development agreements and/or Site Plans approved for the Development Property in a manner that would materially interfere with Sub-developer's rights hereunder in respect of such Development Property, in each case without Sub-developer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

d) Assignment and Transfer of Project. Developer may assign, transfer, or otherwise convey the entire Project to a subsequent owner and this Agreement will inure to the benefit of and be binding upon the subsequent owner. In such event, the obligations of Developer will automatically be assigned and assumed by the subsequent owner of the Project, and Developer will be released from the obligations of this Agreement. A subsequent owner of the Project shall expressly assume the obligations of Developer contained in this Agreement.

20. Homeowner's or Commercial Building Owner's Association. All landscaping, private drives, parks, and community amenity space located within the Project shall be owned and maintained by a private association of homeowners, building owners, or a combination of the two. The association shall either be created for this Property, or it shall be absorbed by another Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the association. Except for Public Infrastructure dedicated to and accepted by the City, the City shall have no

maintenance responsibility in relation to the property owned by the association and shall only plow and maintain public roads that are designated as public on a plat. This Section survives termination of this Agreement, unless specifically terminated in writing.

21. Default and Limited Remedies. Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following the receipt of written Notice of such failure from the other party (unless such period is extended by mutual written consent, and subject to Sections 21(b) through 21(d), shall constitute a “**Default**” under this Agreement. Any Notice given pursuant to the preceding sentence (“**Asserted Default Notice**”) shall comply with Section 21(a).

a) Notice. The Party claiming a Default shall provide a written Asserted Default Notice to the other Party.

i) Contents of the Asserted Default Notice. The Asserted Default Notice shall:

(1) Claim of Default. Specify the claimed event of Default;

(2) Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

(3) Specify Materiality. Identify why the claimed Default is claimed to be material; and

(4) Proposed Cure. Specify the manner in which said failure may be satisfactorily cured.

b) Cure. Following receipt of an Asserted Default Notice, the defaulting party shall have thirty (30) days in which to cure such claimed Default (the “**Cure Period**”) or otherwise contest that a Default has occurred. If more than 30 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence.

c) Meet and Confer, Mediation, Arbitration. Upon the failure of a defaulting party to cure a Default within the Cure Period or in the event the defaulting party contests that a Default has occurred, the parties shall meet and confer within fifteen (15) business days of the failure or notification of contest.

i) Mediation. If the Parties are unable to resolve the disagreement, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue, or general knowledge of the subject matter in dispute. If the parties are unable to agree on a single acceptable mediator, each shall, within ten (10) business days, appoint its own representative. These two representatives shall, between them, choose a single mediator. The Applicant and the City shall share equally in the cost of the chosen mediator. The chosen mediator shall, within fifteen (15) business days or as

promptly thereafter as is feasible, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties.

ii) Arbitration. If the Parties are unable to resolve a disagreement through mediation, the parties shall attempt, within ten (10) business days, to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator, each shall, within ten (10) business days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. The Parties shall share equally in the cost of the chosen arbitrator. The chosen arbitrator shall, within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that either party's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order such party to pay the other parties' share of the arbitrator's fees.

d) Remedies. If the parties are not able to resolve the Default by "Meet and Confer" or by mediation, the Parties shall have the following remedies:

i) Legal Remedies. Legal remedies available to both Parties shall include all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and specific performance, but excluding the award or recovery of any damages. In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Nothing in this Section is intended to, nor does it limit Developer's or City's right to such legal and equitable remedies as permitted by law, except as provided herein. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies, except as provided herein.

ii) Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

iii) Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of that portion of the Property owned by the defaulting Property Owner.

e) Public Meeting. For any Default by a Property Owner, before any remedy in Section 21(d) may be imposed by the City, Property Owners shall be afforded the right to attend a public meeting before the Council and to address the Council regarding the claimed Default.

f) Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Property Owners materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to

such a Default would also impair a compelling, countervailing interest of the City, the City may impose the remedies of Section 21(d), without the requirements of Section 21(c). The City shall give Notice to Property Owners in accordance with the City's Vested Laws of any public meeting at which an emergency Default is to be considered and Property Owners shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default.

g) Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

h) Effect of Breach. Notwithstanding any other provision of this Agreement, no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner.

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

23. Vested Rights. To the maximum extent permissible under the laws of Utah and the United States and at equity, this Agreement vests Developer with all rights to develop the Project in accordance with this Agreement, including the entitlements granted herein, without modification or interference by the City, except as specifically provided herein. The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project as set forth in the PMP in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement and the entitlements granted to Developer are "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-9a-509 (2023).

24. Term and Termination.

a) The term of this Agreement shall commence on the Effective Date and continue for a period of ten (10) years (the "**Term**"), unless it is terminated in accordance with the remainder of this Section. The Term may, at Developer's option, be extended for one (1) additional five (5) year period, provided Developer is not in material default of any provisions of this Agreement and after providing the City with written notice not less than six (6) months prior to the scheduled expiration date. Unless otherwise agreed between the Parties, Developer's vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by the Parties. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall

terminate, but none of the licenses, Building Permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.

b) This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

i) Expiration of the Term of this Agreement, unless extended as provided in Section 24(a);

ii) Completion of the Project in accordance with the Development Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Development Entitlements and this Agreement;

iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;

iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,

v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or

vi) In the event that Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this Agreement, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notice and cure provisions of this Agreement.

c) Notice of Termination. City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Property Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot of the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Property Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Property Owner's rights or obligations under any of the Development Entitlements, including but not limited to, the City's General Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City may charge a reasonable fee for the preparation and recordation

of any notice(s) of termination requested by Developer or Developer's successor(s) or assign(s) or any Owner.

d) **Partial Termination.** In the event of a termination of this Agreement with respect to any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of Section 21, Default, the expiration or termination of this Agreement shall not result in any expiration or termination of any entitlement then in existence, without further action of City.

25. Attorneys' Fees. In the event of the failure of either party hereto to comply with any provision of this Agreement, the defaulting party shall pay any and all costs and expenses, including reasonable attorneys' fees, investigating such actions, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

26. Estoppel Certificate. Upon twenty (20) days prior written request by a Property Owner, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Property Owner is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

27. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain possession with

diligence and continuity through a receiver or otherwise and shall within ninety (90) days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90-day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90-day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

28. General Terms and Conditions.

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

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

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

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

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

f) No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this

Agreement or the proceeds resulting from the performance of this Agreement. This Section does not apply to elected offices.

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

h) No Third-Party Rights. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. 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 unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

i) Recordation. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah. Copies of the City's Vested Laws, **Exhibit C**, shall not be recorded, but each Party shall retain an identical copy. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project. The obligations of Property Owners hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

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

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

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

m) Legal Counsel. The Developer and City are represented by counsel and each of them have had an opportunity to receive advice from counsel on this matter and participated equally in the drafting of this Agreement.

n) Notices. Any Notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended,

or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: Boyer Project Company, L.C.
Attn: Spencer Moffat
101 South 200 East, Suite 200
Salt Lake City, Utah 84111

With copy to: Parr Brown Gee & Loveless
Attn: Robert A. McConnell
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

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

i) Effectiveness of Notice. Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

(1) Physical Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

(2) Electronic Delivery. Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

(3) Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

ii) Change of Notice Address. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

o) Authority. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Ordinance No. [INSERT] adopted by the City on [INSERT]. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

p) Covenant of Good Faith and Fair Dealing. No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

q) Further Actions and Instruments. The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

r) Partial Invalidity Due to Governmental Action. In the event state or federal laws or regulations enacted after the Effective Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

[Remainder of Page Intentionally Left Blank. Signature Pages to Follow.]

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

“DEVELOPER”

BOYER PROJECT COMPANY, L.C., a
Utah limited liability company, by its
manager

The Boyer Company, L.C., a Utah limited
liability company

By: _____

Name: _____

Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2025, personally appeared before me
_____, a manager of The Boyer Company, L.C., a Utah
limited liability company, manager of Boyer Project Company, L.C., a Utah limited
liability company, who executed the foregoing instrument on behalf of said company.

NOTARY PUBLIC

FARMINGTON CITY

By: _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2025, personally appeared before me,
Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington
City, a Utah municipal corporation, and that the foregoing instrument was signed on
behalf of the City for the purposes therein stated.

Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT “A”
PROPERTY DESCRIPTION

LEGAL DESCRIPTION TO BE INSERTED

EXHIBIT “B”
PROJECT MASTER PLAN



BRICKMOOR

Farmington, Utah

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WELCOME TO BRICKMOOR

Brickmoor offers a mix of housing types to accommodate a range of household sizes, lifestyles, and needs. With a combination of townhomes and single-family homes, the community provides attainable options for individuals and families at any stage of life—all within a thoughtfully planned, cohesive environment. The layout is designed to complement and respond to surrounding land uses, blending with the existing neighborhood fabric. Streetscapes, architecture, and open spaces have been carefully considered to promote walkability, enhance visual appeal, and support a sense of community among residents.



CONCEPT PLAN

- Single-Family Lots.....181,578 sqft
- Townhomes:
rear-load, two-story at grade15,884 sqft
- Townhomes:
front-load, two-story82,520 sqft
- Townhomes:
rear-load, three-story39,292 sqft
- Community
Amenity Space20,583 sqft
- Open Space127,641 sqft
- Existing Detention.....37,504 sqft
- Well House11,250 sqft

- Total Units168 units
- Single Family.....37 units
- Townhomes.....131 units









Note: layout of units and amenities
are conceptual and not final.
Please see page 15 for home
product architecture.



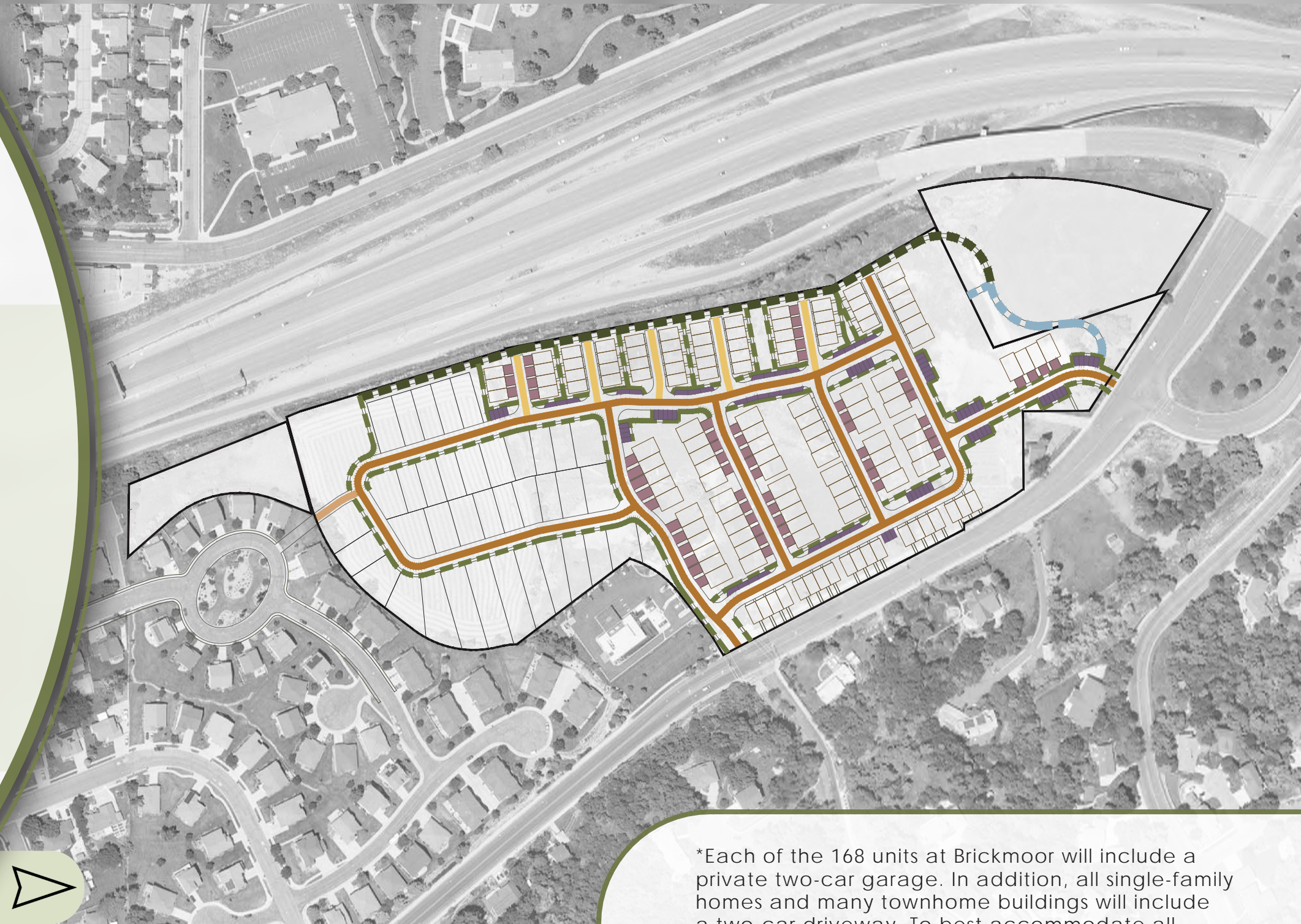
Setbacks:

Home Product	Front	Rear	Side
Single-Family	18' to home; 20' to garage	12'	5'
Rear-Load Townhomes	10'	3'	10' between buildings
Front-Load Townhomes	3'	12'	10' between buildings

PARKING & CIRCULATION

-  5' Sidewalk
-  8' Asphalt or Hard Surface Trail
-  12' Trail & Wheel House Access
-  30' Private Right-of-Way
-  24' Private Alley
-  20' Emergency Access
-  Guest Parking*
-  Private Parking*

Note:
For more information on roadway network design and modal split, please see the Trip Generation Statement submitted with this PMP.



*Each of the 168 units at Brickmoor will include a private two-car garage. In addition, all single-family homes and many townhome buildings will include a two-car driveway. To best accommodate all residents and their guests, additional parking stalls are distributed throughout the neighborhood. **No parking will be permitted along Main Street.**

AMENITIES & OPEN SPACE

-  5' Sidewalk
-  8' Asphalt or Hard Surface Trail
-  12' Trail & Well House Access
-  Proposed Screening Wall
-  Open Space
-  Existing Detention
-  **Community Amenity Areas**
which may include:
 - clubhouse
 - community garden
 - playground
 - gathering space

Note: layout of amenities are conceptual and not final.



The Brickmoor development includes a mix of public and private open space to serve residents throughout the neighborhood. All townhome units are surrounded by shared open space. Single-family homes include private yards. Public amenity areas located on the site may include features such as a clubhouse, community garden, playground, and gathering space. These amenities are intended to support community use and enhance the overall livability of the neighborhood.

UTILITIES: CULINARY WATER



Existing Water Line
Proposed 8" Water Line

Note: layout of utilities are conceptual and not final.

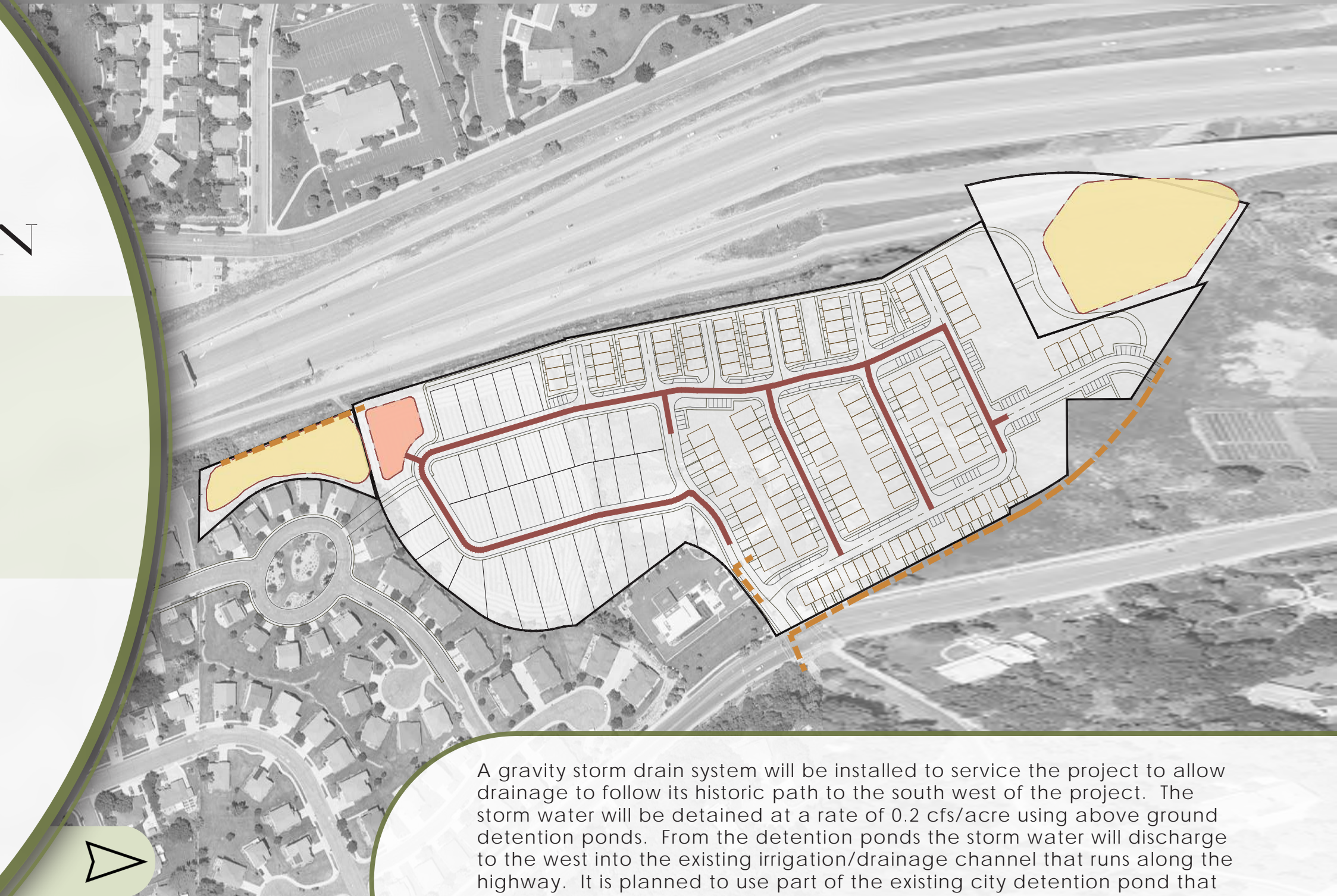


A pressurized culinary water system is planned for the project. The proposed system will connect in 2 locations into the city system in main street. The culinary water system will loop throughout the project.

UTILITIES: STORMDRAIN

- Existing Stormdrain
- Proposed Stormdrain
- Proposed Detention Pond
- Existing Detention Ponds

Note: layout of utilities are conceptual and not final.



A gravity storm drain system will be installed to service the project to allow drainage to follow its historic path to the south west of the project. The storm water will be detained at a rate of 0.2 cfs/acre using above ground detention ponds. From the detention ponds the storm water will discharge to the west into the existing irrigation/drainage channel that runs along the highway. It is planned to use part of the existing city detention pond that is located south west of the project and potentially expand the size of the existing detention pond onto this proposed development or build another detention pond in the south west corner of our project. The storm water piping will be sized at a minimum to hold the 10-year 24-hour event and the detention ponds sized to handle the 100-year 24-hour event.

UTILITIES: SEWER

- Existing Sewer Line
- Proposed 8" Sewer Line

Note: layout of utilities are conceptual and not final.

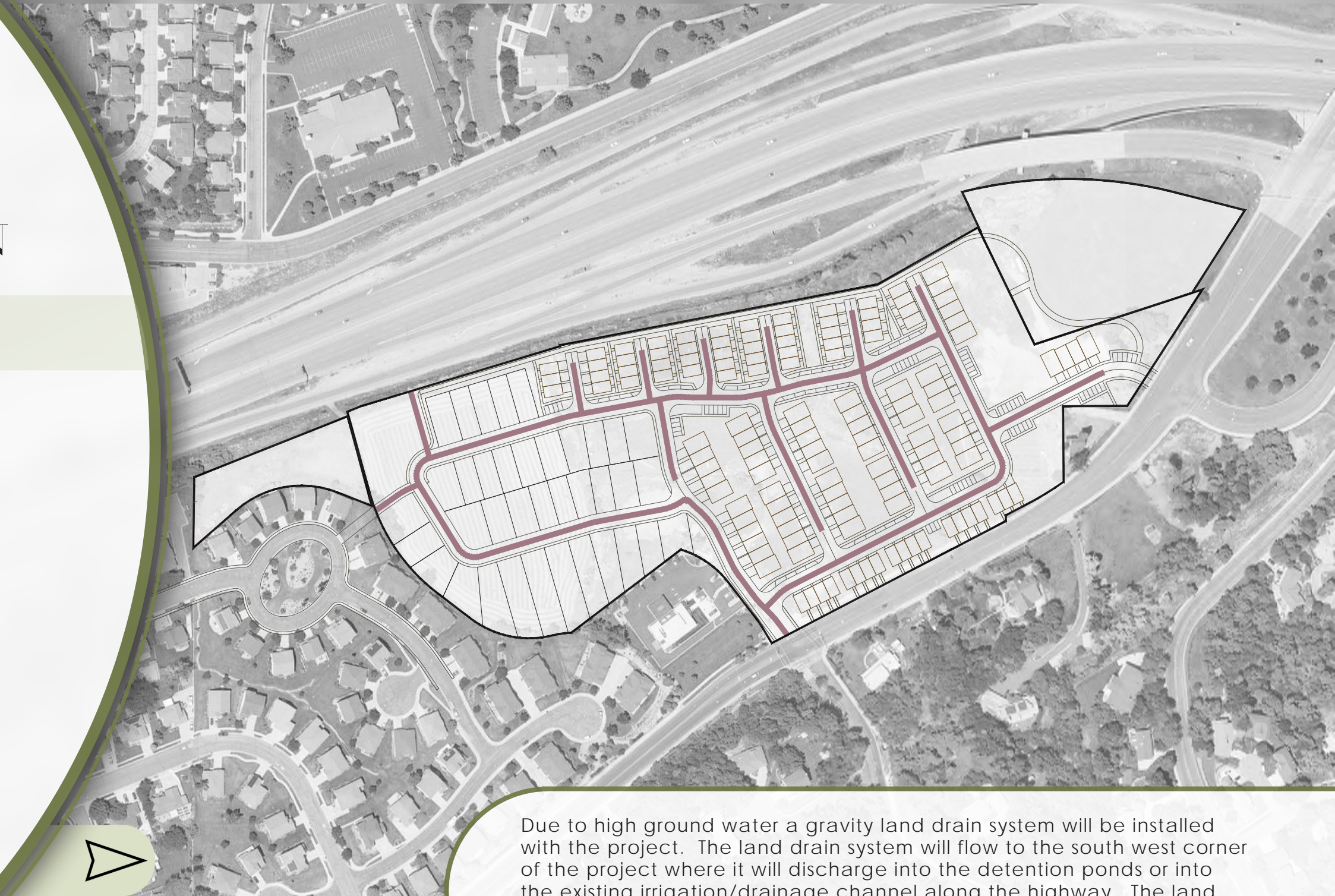


A gravity sewer system will be installed to service the project. The sewer system will connect to the city's existing sewer system located to the south west of the project as shown on this conceptual sewer exhibit.

UTILITIES: LAND DRAIN

Proposed Land Drain

Note: layout of utilities are conceptual and not final.



Due to high ground water a gravity land drain system will be installed with the project. The land drain system will flow to the south west corner of the project where it will discharge into the detention ponds or into the existing irrigation/drainage channel along the highway. The land drain system will provide a lateral to the footing of each structure. The footings will have a perforated pipe around each building to collect any ground water and keep it below the basement floor elevation.

STREAM RELOCATION

- Existing Irrigation Ditch
- Existing Stream
- Existing Irrigation Ditch
- Proposed Relocated Stream
- Proposed Culverts

*Note: layout is conceptual
and not final.*



There are an existing stream and an irrigation channel that cross the property flowing from east to west. The stream along the northern portion of the site will remain open and daylit to the greatest extent feasible, with piping limited to locations where necessary to accommodate site constraints. The alignment will follow its historical course as much as possible with adjustments to integrate with site design and grading. It will continue to discharge into the existing irrigation/drainage channel that parallels the highway along the western property line. The southern irrigation channel no longer conveys flow and will be abandoned with the development.

SITE CONTEXT

Brickmoor is nestled between Farmington's Main Street and Highway 89. The community is designed to complement surrounding land uses through thoughtful transitions and neighborhood-sensitive design.

Northern Edge

The bordering property contains an existing detention pond. This open space buffers the development from the converging roadways to the north.

Eastern Edge

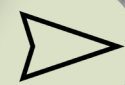
Along Main Street, two-story rear-load townhomes face the street across from existing single-family homes. These products were selected to maintain the existing residential character. The area also includes an existing bakery and bank that will remain, as well as a neighborhood garden, which may be preserved as part of the community open space at Brickmoor.

Southern Edge

To the south, single-family lots and added open space create a softer transition to nearby homes.

Western Edge

Three-story townhomes are placed along Highway 89, where these taller home products will be most appropriate.



SEQUENCE & TIMING



**PMP & Development
Agreement Approvals**

Summer 2025

**Site Plan Approval
& Building Plan
Submittal**

Fall 2025

**Begin
Construction**

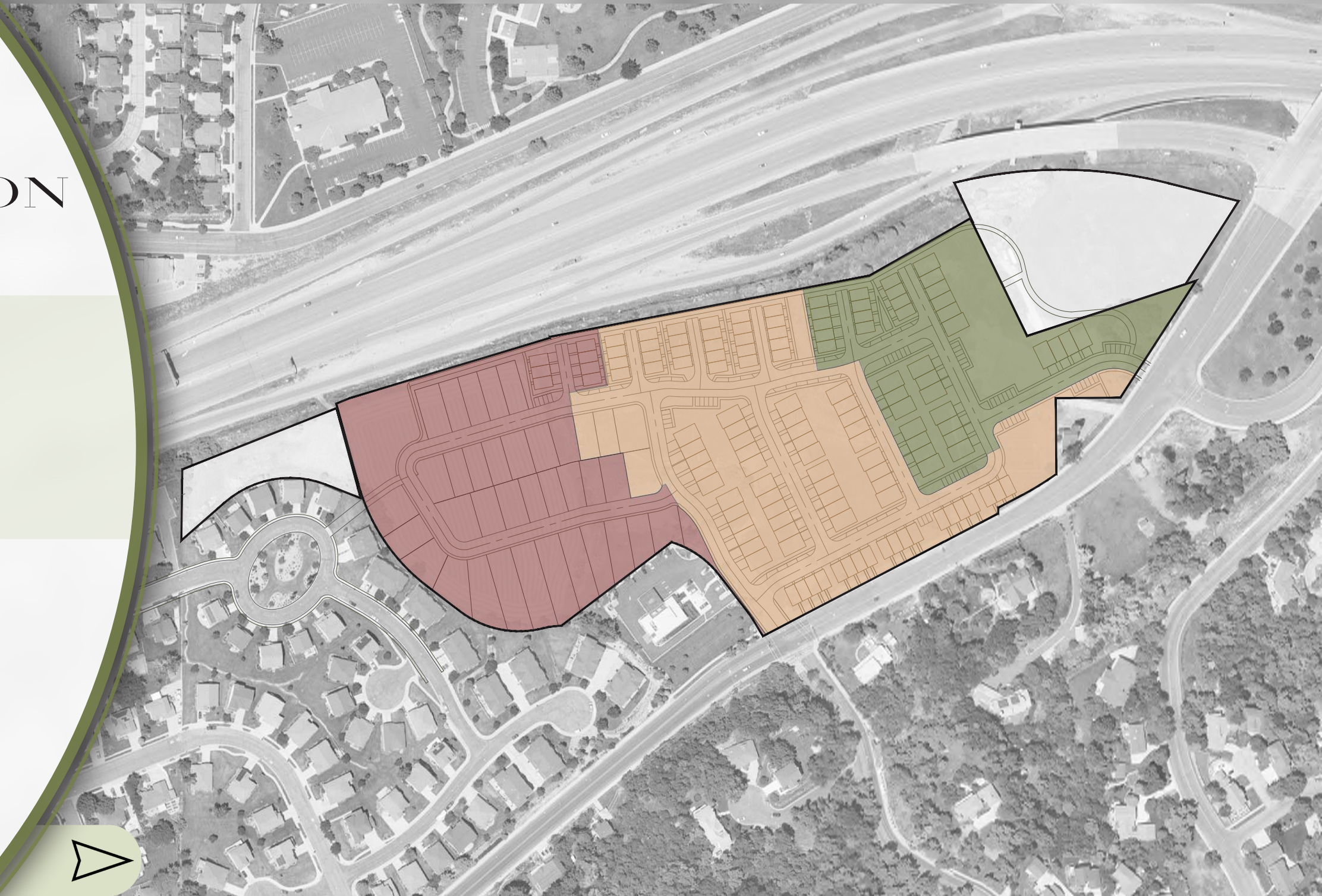
Fall/Winter 2025

CONSTRUCTION SEQUENCE

Phase 1

Phase 2



Phase 3



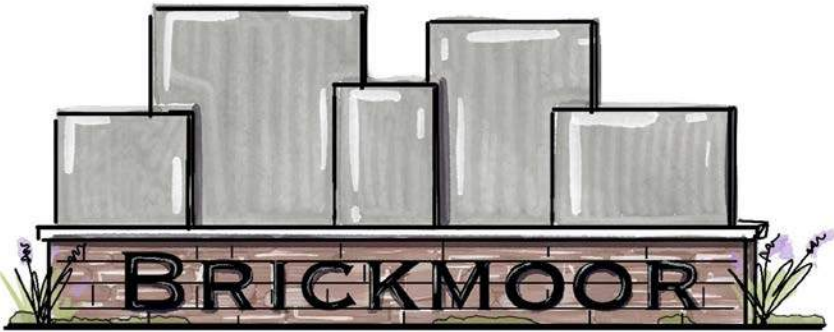
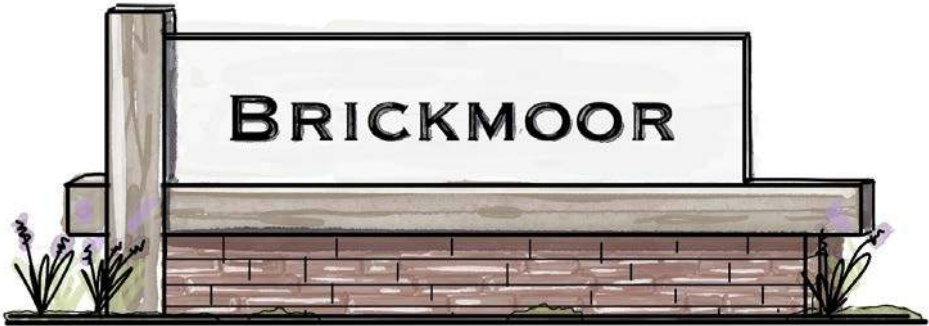
SIGNAGE

A “Welcome to Farmington” monument sign will be installed by the developer along the northeastern edge the Brickmoor neighborhood. An Brickmoor monument sign will mark the other access point. Both signs will be constructed using natural stone or brick to complement the architectural character of the neighborhood. Each monument will feature an engraved and painted project logo. Sign height will not exceed six feet.



-  Welcome to Farmington monument sign
-  Brickmoor monument sign

Note: designs and locations provided as examples only and may be subject to change



ALONG MAIN STREET

Brickmoor has been designed to create a welcoming edge along Main Street. Where the property boundary meets the street, the plan includes a landscaped parkstrip of a minimum of five feet and a sidewalk of at least four feet, ensuring a comfortable and safe pedestrian experience. These improvements provide separation between the roadway and pedestrian areas, enhance walkability, and contribute to the overall character of the corridor. In addition, the street frontage will be lined with trees, creating a green, shaded streetscape that softens the visual impact of the development and adds long-term value to the surrounding neighborhood.



Note: designs and locations provided as examples only and may be subject to change

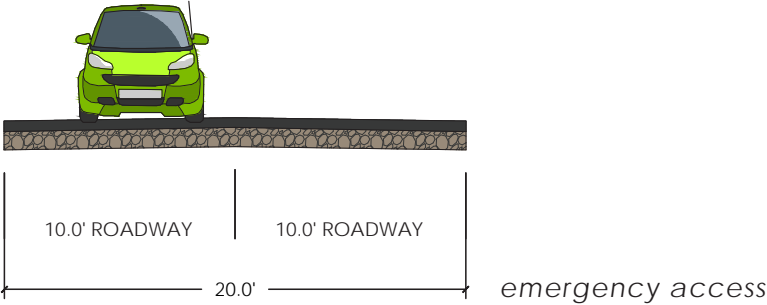
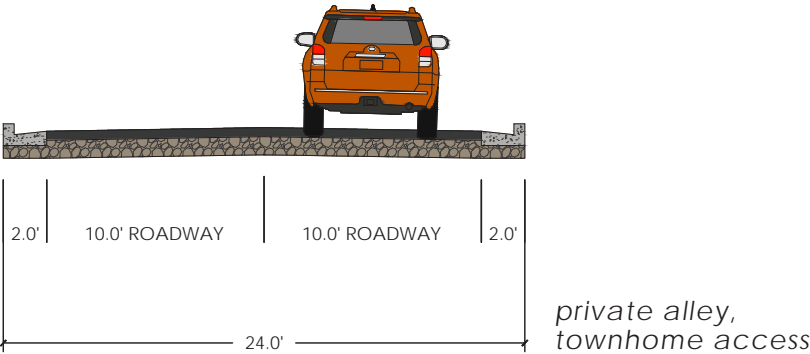
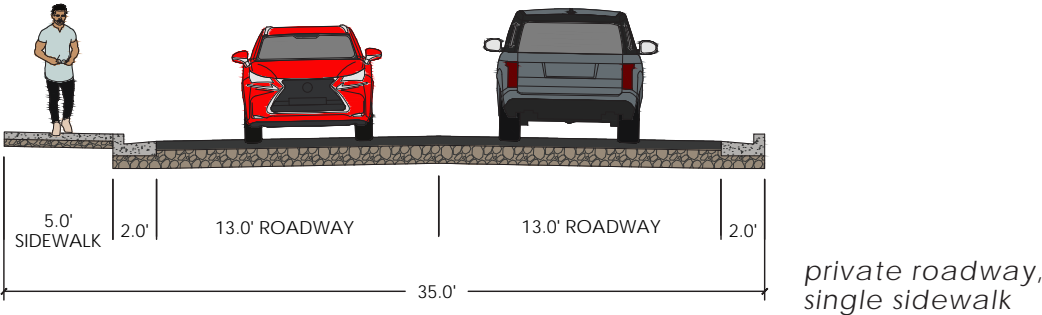
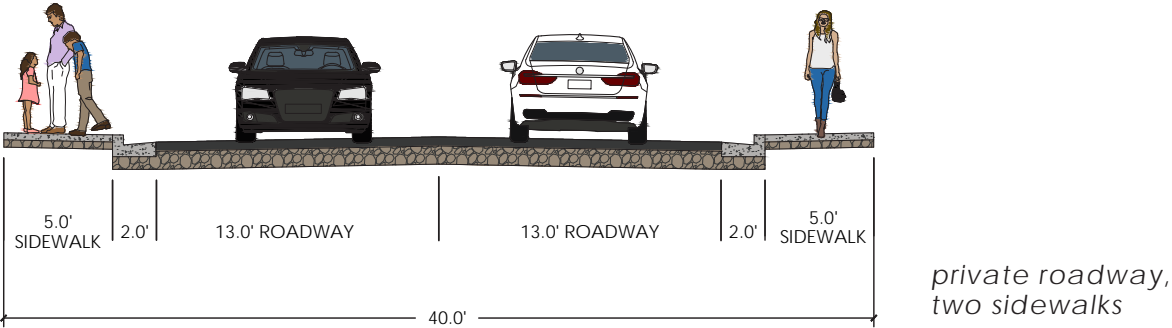


STREET CROSS SECTIONS

Primary private roads feature 13-foot drive lanes, with sidewalks provided on one or both sides depending on anticipated pedestrian activity and connectivity needs. Rear-load townhomes are served by 24-foot private alleys that allow garage access. A 20-foot emergency access route ensures adequate circulation for first responders. For additional detail please refer to Parking and Circulation on page 5 and the preliminary transportation analysis included with this PMP.



Note: designs and locations provided as examples only and may be subject to change



ARCHITECTURE



community clubhouse



single-family



front-load, two story



rear-load, two-story at grade



rear-load, three-story

ARCHITECTURE

Brickmoor features a mix of housing types, including single-family homes and townhomes, offering a variety of options within a cohesive neighborhood design. Across all product types, the architecture reflects a style that fits into the surrounding neighborhood, with thoughtful detailing and quality materials that contribute to a timeless, well-integrated community character. Buildings along Main Street are limited to a maximum height of 35 feet within 100 feet of the street. Maximum building height to be three (3) stories as indicated on the concept plan. Pitched roofs may extend above the 3rd story as long as there is no occupiable space inside roof trusses. Three story structures are to have architectural elements that break the façade of the building and add pedestrian-oriented scale to the exterior facades.



Note: designs and locations provided as examples only and may be subject to change

single-family homes
two-story



front-load townhomes
two-story



hillside rear-load townhomes
two-story at grade



rear-load townhomes
three-story



LEGAL DESCRIPTION

Prepared for Brickmoor

Farmington, Utah
June 17, 2025

A part of the West half Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian, located in Farmington City, Davis County, Utah, being more particularly described as follows:

Beginning at a point N00°07'46"W 1391.66 feet along the Section line and N89°52'14"E 437.56 feet from the Southwest Corner of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian; running thence N 21°27'01" W 30.01 feet; thence N 40°48'56" W 0.01 feet; thence N 16°19'29" W 417.92 feet; thence S 89°58'59" W 2.40 feet; thence N 10°33'11" W 651.99 feet; thence N 28°51'20" W 231.97 feet; thence N 63°38'08" E 256.49 feet; thence N 17°37'56" W 355.90 feet; thence S 56°24'54" E 274.55 feet; thence S 00°21'52" E 129.52 feet; thence N 89°38'08" E 148.47 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 598.17 feet a distance of 82.61 feet through a central angle of 07°54'45" Chord: S 30°58'09" E 82.54 feet; thence S 27°00'53" E 51.21 feet; thence S 88°37'08" E 11.59 feet; thence S 26°55'03" E 463.57 feet; thence S 58°22'39" W 44.30 feet; thence S 55°01'57" W 21.36 feet; thence S 51°41'15" W 94.59 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 258.00 feet a distance of 111.74 feet through a central angle of 24°48'55" Chord: S 39°16'49" W 110.87 feet; thence S 36°27'03" E 115.33 feet; thence S 00°03'02" E 0.55 feet; thence S 36°25'50" E 236.98 feet to the northerly line of Brickmoor P.U.D. Phase 3 Subdivision, plat thereof recorded November 30, 2009 as Entry No. 2496613 in Book 4910 at Page 2701 in the Davis County Recorder's Office; thence along Southerly along the arc of a non-tangent curve to the left having a radius of 180.00 feet a distance of 37.35 feet through a central angle of 11°53'16" Chord: S 07°52'38" E 37.28 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 200.00 feet a distance of 176.28 feet through a central angle of 50°30'03" Chord: S 11°25'48" W 170.63 feet; thence S 36°40'50" W 82.85 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 375.00 feet a distance of 246.12 feet through a central angle of 37°36'18" Chord: S 55°29'00" W 241.73 feet; thence S 74°17'10" W 163.35 feet to the point of beginning.

EXHIBIT “C”
CITY’S VESTED LAWS

TO BE INSTERTED

COPY OF TITLE 10, 11, and 12 (LAND USE ORDINANCES)

AS OF DATE OF FINAL APPROVAL

EXHIBIT “D”
DEVIATIONS

4904-0889-4803, v. 2
4904-0889-4803, v. 2

Exhibit D

Deviations from City Code

Density and Dimensional Standards

Ordinance	Category	Existing Requirement Summary	Old Farm Requirement
11-20-060.A.	Maximum Density	9 units / acre	9 units / acre ¹
11-20-060.A.	Minimum Single Family Lot Size	10,000 sqft	3,500 sqft
11-20-060.A. 11-11-050	Single Family Lot Setbacks & Width	Width: 85 feet interior lot, 95 feet corner lot Front: 25 feet Side: 10 feet minimum, total 22 feet Side Corner: 20 feet Rear: 30 feet	Width: 40 feet interior lot, 50 feet corner lot Front: 18 feet to home, 18 feet to garage Side: 5 feet Side Corner: 10 feet Rear: 12 feet
11-20-040.A / 11-20-060.A.	Single-Family Attached (Townhome) Lot Size	-	750 sqft / unit
11-11-040.A.	Townhome Lot Setbacks & Width	Zone R Width: 75 feet interior, 85 feet corner Front: 25 feet Side: 10 feet minimum, 24 feet total Side Corner: 20 feet Rear 30 feet	Width: None Front-load townhomes: Front: 3 feet Side: 10 feet between buildings, 15 feet corner, 0 feet on shared wall. Rear: 12 feet Rear-load townhomes: Front: 10 feet Side: 10 feet between buildings, 15 feet corner Rear: 3 feet
11-20-060.A. 11-11-070	Building Height	Main buildings 27 feet unless Planning Commission approves after special exception application	32 feet as measured from Main Street (2 story visible from Main St.), but may be higher on rear side of building due to slope; 42 feet all others

¹ 9 / acre based on city owned property; 10.5 per acre based on Property to be sold to Developer

None ²	Open Space	No minimum open space requirements listed in NMU zone	Minimum 18% of total acreage
11-20-040.B.	North Main Street	Restrictions on nonresidential uses and parking areas and design	Restrictions removed. Not applicable.

Design Standards

Ordinance	Category	Existing Requirement Summary	Old Farm Requirement
11-20-070.B.2.	Façade Lines	Every floor greater than 30 linear feet and visible from street to incorporate certain features	The facade of every residential floor greater than thirty (30) linear feet and visible from a street shall incorporate features designed to provide human scale and visual interest. Compliance can be achieved through balconies, alcoves or wall segments that create at least a two foot (2') variation in plane.
11-20-070.B.4.	Architectural Treatment	Sides and back of multi-family buildings shall receive similar architectural treatment as the front façade ...	All street facing facades must include architectural interest through material variation that generates pedestrian interest. This can be achieved through window details, awnings, entry coverings, or other architectural details.
11-020-070.B.5	Building Façade	Incorporate Farmington stone; screen garage doors from public view	No Farmington stone required and Developer can choose architectural materials; Front and rear load garages are allowed and do not have to be screened Building facades of multi-family dwellings shall incorporate colors and materials that are compatible with the neighborhood.

² No specific open space requirement in NMU Zone. PUD includes open space requirements which may be met by Moderate Income Housing and other public benefits in addition to or in lieu of open space.

11-020-070.C.	Exterior Materials	Exterior materials shall be durable and require low maintenance and be of the same or higher quality as surrounding developments	Approved exterior materials shall include brick, stone, manufactured stone, fiber-cement siding, stucco, or EIFS.
11-20-080.B.	Pedestrian Sidewalks	Pedestrian sidewalks along Main Street shall incorporate generous landscaped park strips	Park strips sized and landscaped as shown in PMP
11-20-090.F.	Parking Areas	Parking areas shaded by trees at a rate of 1 tree per 12 parking spaces	Requirement removed. Not applicable.
11-20-080.A.	Bike Pathways	4 feet in width	Bike pathways not required in private ROWs
11-20-110	Paving	Incorporate variations in pavement	Requirement removed. Not applicable.
11-20-150	Storm Drainage	Engineering and landscaping of detention areas, maintenance of drainage	Natural stream drainage may be piped as required by the City and/or site conditions
11-20-160	Fencing	Perimeter fencing up to 42 inches in height	No fence or half fence along Main Street. Fencing to be provided along Highway 89. Fences may be masonry, concrete, vinyl, or composite. Fencing should match architectural character of neighborhood

End Exhibit ____

EXHIBIT E
MODERATE INCOME HOUSING
DEED RESTRICTION

Upon recording return to:

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

DEED RESTRICTION
Townhome Lot
Brickmoor Development

This DEED RESTRICTION (this “Deed Restriction”) is granted as of _____, 2025 by BOYER PROJECT COMPANY, L.C. having a mailing address of _____ (“Grantor”), for the benefit of FARMINGTON CITY, UTAH having a mailing address of 160 S. Main Street, Farmington, Utah 84025 (the “City”), as such Deed Restriction may be amended from time to time.

WITNESSETH:

A. Grantor holds or will acquire legal title to approximately 15.76 acres of land located at approximately 1200 North Main Street, and further identified as Parcel Numbers 08-430-0193, 08-430-0194, 08-041-0088, and 08-043-0017 in the Records of the Davis County Recorder’s Office (the “Property”), and intends to construct a 168 unit housing development, consisting of single-family detached residential and attached townhome residential buildings, at the Property.

B. The Property is part of a project known as Brickmoor (the “Project”). The Property was developed pursuant to an Agreement under Section 10-9a-535(1) of the Utah Code, which permits the development of a certain number of moderate-income housing units as a condition of approval.

C. As a condition to the approval, the Grantor has agreed that this Deed Restriction be imposed upon certain lots within the Property as a covenant running with the land and binding upon any successors to the Grantor, as owner thereof.

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

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

F. On _____, 2025 the Grantor entered into a Development Agreement with the City regarding the construction of a portion of the Project on the Property, which portion includes attached townhome rental units (the “Development Agreement”).

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

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
 - (a) “Affordable” means rent at or below the Small-Area Fair Market Rate for Ogden-Clearfield UT HUD Metro FMR Area established by HUD and published by the Davis Community Housing Authority.
 - (b) “Affordable Unit” means the townhome constructed on the lot upon which this Deed Restriction is recorded (as described in Exhibit A), which shall be leased to those meeting the income qualifications provided in Section 5 of this Deed Restriction.
 - (c) “Area Median Income” or “AMI” means a number calculated annually by the United States Department of Housing and Urban Development (HUD), which is the “middle” number of all of the incomes in the Ogden-Clearfield UT HUD Metro FMR Area, with 50% of individuals in that Area making more than that amount, and 50% making less than that amount. The AMI shall be rounded to the nearest tenth (for example, if the calculated AMI is 64% it shall be rounded down to 60%; if the calculated AMI is 65%, it shall be rounded up to 70%).
 - (d) “City” shall mean Farmington City, a political subdivision of the State of Utah.
 - (e) “Household” means all related and unrelated individuals occupying a Unit as a Tenant.
 - (f) “HUD” means the United States Department of Housing and Urban Development.
 - (g) “Notice” means correspondence complying with the provisions of Section 9(b) of this Deed Restriction.
 - (h) “Tenant” means an occupant of a Unit other than an owner or operator.
3. **Affordable Unit**
 - (a) Grantor agrees that the townhome unit built upon the lot against which this Deed Restriction is recorded, shall be rented and remain an Affordable Unit as provided in this Deed Restriction.

- (b) Grantor agrees to rent the townhome as an Affordable Unit, for the duration of this Deed Restriction, subject to Developer's right of sale set forth in the Development Agreement.

4. Affordability and Occupancy Requirement.

(a) This Deed Restriction shall remain in effect from the date this Deed Restriction is recorded in the Davis County Recorder's Office and continuing for a period of thirty (30) years thereafter (the "Affordability Period") unless earlier terminated in accordance with Section (9)(h) hereof (the "Termination Date"). On and after the Termination Date, this Deed Restriction shall be of no further force or effect. This Deed Restriction will be recorded against the individual lot upon which the identified townhome is located, as set forth on Exhibit A attached hereto.

(b) During the Affordability Period, the rents charged by the Grantor for the Affordable Unit shall remain Affordable and shall be rented to an individual or household whose gross annual household income does not exceed eighty percent (80%) of AMI, adjusted for Household size, as established from time to time by HUD.

(c) Adjustments for Household size are as follows, and consistent with HUD's Small Area FMR's for the Ogden-Clearfield, UT (as amended annually by HUD and published by the Davis Community Housing Authority):

1. Two-bedroom unit: use the income limit for a three-person household
2. Three-bedroom unit: use the income limit for a four-person household

(d) The Affordable rent must be inclusive of the following:

1. Use and occupancy of the Unit and the associated land and facilities;
2. Any separately charged fees and service charges assessed by Grantor, which are required by all Tenants but is not to include security deposits;
3. Utilities to include garbage collection, sewer, water, electricity, gas and other heating, cooking, refrigeration fuels, but not to include telephone service, cable television, or high-speed internet access. If a unit Tenant pays all or some of the utilities, then a "utility allowance" shall be determined as the average amount paid per month for those utilities, and the rent shall be reduced by the amount of the "utility allowance."
4. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Grantor.
5. Access to at least one parking stall per Unit.

(e) Except as provided in Section 4(a), the Affordable Unit on the Property shall remain Affordable during the Affordability Period.

(f) The Grantor's compliance with the affordability requirements of this Deed Restriction shall be monitored and enforced by the City.

5. Income Qualifications.

(a) The Affordable Unit shall at all times be occupied by Households, adjusted for Household size, earning no greater than 80% AMI based upon the table in Exhibit B (as amended annually by HUD).

- (b) Income qualification shall adhere to the following process:
1. Determine the number of adults and children (all Household members) to occupy the available unit.
 2. Collect either 1040 Federal Tax Returns for the most recent year or current pay stub and/or projected income for all Household members generating income.
 3. Add together the adjusted gross income for all Household members to determine the total Household income.
 4. Review Exhibit B (as amended annually by HUD) to determine whether total Household income is less than the income of a Household of the same size earning 80% AMI.

(c) Households shall provide evidence annually that they meet the above income qualifications and shall be required to submit to the income qualification process above prior to the renewal of any lease.

6. Advertisement.

(a) At the time of initial occupancy, Grantor shall use reasonable efforts to advertise for income-qualified Tenants for a period of not less than thirty (30) days ("Advertisement Period") and may only fill the Affordable Unit with income-qualified applicants in accordance with Section 5 above. Upon the occurrence of a vacancy in the Affordable Unit, Grantor shall review its wait list of qualified applicants (and may advertise for qualified Tenants if necessary to obtain a qualified Tenant).

(b) If no income qualified applicants have applied for the unit within the Advertisement Period, then the Grantor may rent the unit to a non-income qualified Tenant for a period of one-year. If Grantor exercises this option, then Grantor is required, at least sixty (60) days prior to the expiration of the one-year lease with the non-income qualified Tenant, to conduct a thirty (30) day advertisement period, consistent with Section (6)(a) of this Deed Restriction. If an income-qualified applicant applies, then the Grantor may not renew the lease of the non-income qualified tenant, and shall lease the Affordable Unit to the income-qualified applicant.

(c) The rental of an Affordable Unit to a Tenant who is not income qualified does not limit the applicability of this Deed Restriction in any way with respect to such Tenant's use, occupancy and subsequent lease of the Affordable Unit.

7. Enforcement.

(a) The rights hereby granted shall include the right of the City to enforce this Deed Restriction by specific performance, injunctive and other appropriate equitable relief against any violations. These remedies are the sole and exclusive remedies of the City and the City waives all other remedies at law or in equity. In no event may the City seek or obtain an award or recovery of damages from Grantor. Notwithstanding the foregoing, the City may not enforce this Deed Restriction by: (i) voiding a conveyance by Grantor; (ii) terminating Grantor's interest in the Property; (iii) subjecting Grantor to contractual liability from Tenants, such as damages, specific performance or injunctive relief, or (iv) altering or affecting Grantor's rights under the Development Agreement.

(b) Grantor shall keep accurate and complete records of all Tenants. Grantor shall provide to the City a yearly rent roll showing each Affordable Unit occupied, the name of the Tenant or Tenants, rent charged, Household gross income, and the term of the lease. The City shall have the right to audit Grantor's files once annually upon thirty (30) days' advance written notice.

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

8. Covenants to Run with the Property.

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

(b) This Deed Restriction shall be deemed to be a requirement for the development of a certain number of moderate-income housing units as a condition of approval of a land use application, pursuant to a written agreement, as provided in Utah Code Ann. § 10-9a-535(1). Section 11(c) of the Development Agreement is hereby incorporated into and made a part of this Deed Restriction.

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

9. Miscellaneous Provisions.

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

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

Grantor:

Boyer Project Company, L.C.
101 South 200 East, Suite 200
Salt Lake City, Utah 84111

City:

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

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

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

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

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

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both the Grantor and the City of Farmington, which authorization must be rendered by the City Council prior to termination, except as to termination provided in the Development Agreement, including selling an Affordable Unit pursuant to section 11(c) of the Development Agreement.

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

(j) Independent Counsel. GRANTOR ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

[signatures appear on next page]

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

GRANTOR:

Boyer Project Company, L.C.

By: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this ____ day of _____, 2025,
before me personally appeared _____,
the _____ of _____,
to me known, and known by me to be the party executing the foregoing instrument and
he/she acknowledged said instrument, by him/her executed to be his/her free act and
deed, in said capacity, and the free act and deed of
_____.

Notary Public

Printed Name: _____

My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this _____ day of _____, 2025, before me personally appeared Brett Anderson , the Mayor of the Farmington City, to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of Farmington City.

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Lot Description

TO BE COMPLETED

Exhibit B

HUD Table of Small Area FMR's for Ogden-Clearfield, UT HUD
Metro FMR Area, Zip Code 84025
(as amended annually by HUD and published by the Davis Community Housing
Authority)

HUD guidelines calculate bedroom count using two persons per bedroom.

1 people - 1 bed
2 people - 1 bed
3 people - 2 bed
4 people - 2 bed
5 people - 3 bed
6 people - 3 bed
7 people - 4 bed

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Ogden, UT MSA	\$123,100	Very Low (50%) Income Limits (\$) Click for More Detail	42,200	48,200	54,250	60,250	65,100	69,900	74,750	79,550
		Extremely Low Income Limits (\$)* Click for More Detail	25,350	28,950	32,550	36,150	39,050	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	67,500	77,150	86,800	96,400	104,150	111,850	119,550	127,250

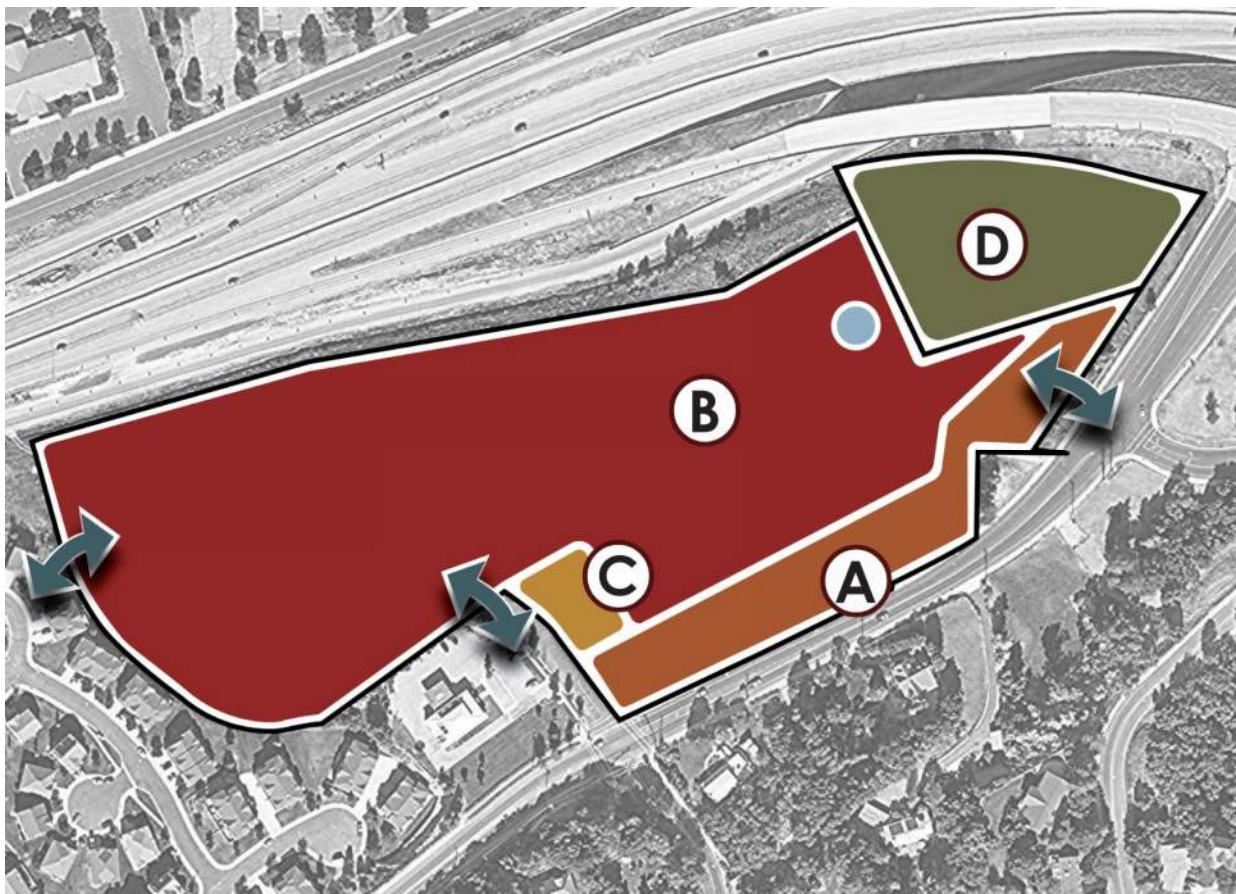
NOTE: **Davis County** is part of the **Ogden, UT MSA**, so all information presented here applies to all of the Ogden, UT MSA.

Example Calculation:

4 people/2 bed - \$96,400 (80% AMI) - \$2,410 gross monthly rent and utilities (30% of AMI divided by 12)

6 people/3 bed - \$111,850 (80% AMI) - \$2,796 gross monthly rent and utilities (30% rent of AMI divided by 12)

Farmington – Old Farm Traffic Impact Study



Prepared by: WCG

Project #: 25-126

Date: March 5, 2025

Executive Summary

This study addresses the traffic impacts and operations associated with the proposed Old Farm residential development in Farmington, Utah. The proposed Project consists of 265 townhomes. The Project is located between US-89 and Main Street, north of the existing Village at Old Farm subdivision.

The level of service (LOS) for both morning and evening peak hours was determined for each study intersection for existing, future 2030, and future 2050 conditions with and without traffic generated by the proposed Project. The results of the analysis are summarized in **Table ES-1** for the AM and PM peak hours.

Table ES-1: Level of Service Summary

Intersection	Level of Service (sec/vehicle) ¹					
	Existing (2025) Conditions	Existing (2025) Plus Project – With Access 3 / Without Access 3	Future (2030) Conditions	Future (2030) Plus Project – With Access 3 / Without Access 3	Future (2050) Conditions	Future (2050) Plus Project – With Access 3 / Without Access 3
AM Peak Hour						
US-89 NB Ramps / Main Street	B (16.4)	B (14.7) / (14.6)	B (17.8)	B (14.4) / (14.5)	B (17.1)	B (17.6) / (17.6)
Mountain Road / Main Street	B (13.0) WB LT	C (19.3) / (15.8) WB LT	D (34.4) SB LT	C (20.2) / (18.0) WB LT	A (5.2)	A (9.4) / (6.5)
Somerset Street / Main Street	A (3.7)	A (5.1) / (5.1)	A (4.8)	A (4.8) / (5.2)	A (3.6)	A (5.2) / (5.3)
Foxglove Road & Leonard Lane / Main Street	A (8.3) SB Thru	A (7.3) / (7.0) EB LT	A (7.3) EB LT	A (8.0) EB Thru / (7.3) WB LT	B (12.0) EB Thru	A (8.4) / (13.2) EB Thru
900 West / Creek Lane	A (4.1) SB LT	A (4.3) / (4.2) SB LT	A (4.1) SB LT	A (4.1) / (4.2) SB LT	A (4.4) SB LT	A (4.5) / (3.9) SB LT
PM Peak Hour						
US-89 NB Ramps / Main Street	B (18.2)	B (18.0) / (18.1)	B (18.3)	B (18.3) / (17.7)	B (18.1)	B (18.5) / (19.9)
Mountain Road / Main Street	D (28.0) WB LT	E (47.7) / (41.2) WB LT	D (34.5) WB LT	E (49.9) / (35.1) WB LT	A (8.3)	A (6.0) / (11.8)
Somerset Street / Main Street	A (3.7)	A (5.4) / (5.2)	A (3.8)	A (5.4) / (5.2)	A (3.7)	A (5.6) / (5.5)
Foxglove Road & Leonard Lane / Main Street	A (9.6) WB Thru	B (12.0) / A (8.4) WB Thru	B (13.5) EB Thru	A (9.2) / B (13.9) WB Thru	C (17.5) WB Thru	B (12.2) EB Thru / (11.1) WB Thru
900 West / Creek Lane	A (4.7) SB LT	A (4.6) / (4.9) SB LT	A (4.2) SB LT	A (4.0) / (4.2) SB LT	A (4.1) SB LT	A (4.3) / (4.0) SB LT

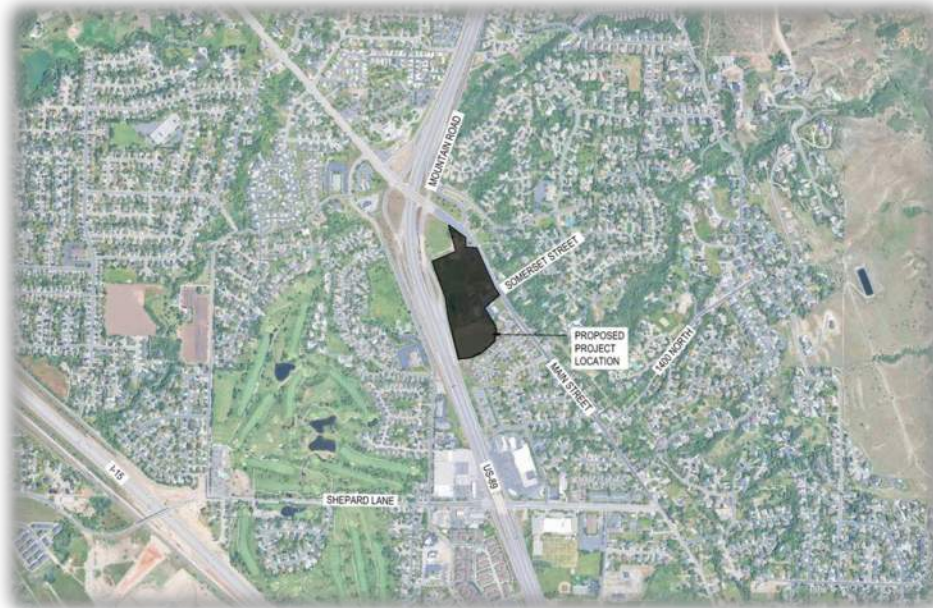
¹ Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for signalized intersections and the worst movement for unsignalized intersections.

Findings and Recommendations

WCG makes the following conclusions and recommendations:

- The existing study intersections currently operate at acceptable levels of service and are expected to do so in all future analysis years.
 - It is recommended that the city add appropriate warning signs (e.g. W4-2, W9-1, etc.) advising southbound drivers of the upcoming lane reduction on southbound Main Street near the Mountain Road / Main Street intersection. The city could also explore moving the merge point north or south so that lanes are better defined on both sides of the intersection.
- The Project proposes the construction of 265 townhomes and is anticipated to generate 1,969 daily trips, including 132 trips during the morning peak hour and 155 trips during the evening peak hour.
 - The Project will access Main Street by creating a fourth leg to the Mountain Road / Main Street intersection and via the west leg of the Somerset Street / Main Street intersection. The Project is also considering a third access to Old Shepherd Road. The project was analyzed with and without this third access to the south.
 - It is recommended that a northbound left-turn lane be created on the northbound approach to the Mountain Road / Main Street intersection to accommodate northbound left-turn movements into the proposed Project access at this intersection.
- With project traffic added, the Mountain Road / Main Street intersection is expected to operate at a poor level of service in existing (2025) and future (2030) conditions.
 - This intersection is identified by the Farmington Master Transportation Plan as a location for a future traffic signal. It is recommended that the city continue to monitor this intersection and install a traffic signal when the necessary warrants are met.
- Future (2050) background and plus project scenarios were analyzed with the assumption that a traffic signal had been installed at the Mountain Road / Main Street intersection, as is identified by the Farmington Master Transportation Plan.
 - All study intersections are anticipated to operate at acceptable LOSs in future (2050) background and plus project conditions.
- It was determined that constructing proposed Access 3 on the south end of the project would provide no significant benefit to traffic operations within the study area. However, constructing Access 3 would provide direct access to and from the adjacent neighborhood to the south, convenient access to the northbound US-89 frontage road, and the retail services and other trip attractions to the south.

Figure 1 – Project Vicinity Map



EXISTING CONDITIONS

Surrounding Land Uses

The proposed Brickmoor Development is located directly east of US-89 and west of Main Street. The parcel of land for the proposed development currently consists of undeveloped land, a single-family home, and a bakery. US-89 and the US-89 and Main Street interchange surround the development to the north and west. To the south and east of the proposed development are residential homes. There is a bank on the southeast corner of the development. The proposed development is located within the city limits of Farmington.

Existing Roadways

SR-109 (Main Street): Main Street is a roadway that is owned and maintained by Utah Department of Transportation (UDOT). Main Street runs north and south and provides access onto US-89 north of the proposed development. North of US-89, Main Street consists of two lanes in each direction with a two-way left-turn lane down the center. South of US-89, Main Street consists of a single lane in the northbound direction and a single lane in the southbound direction. The posted speed limit is 40 mph.

Mountain Road: Mountain Road is a roadway that is owned and maintained by Farmington City. Mountain Road runs north and south and acts as a frontage road for US-

89. Currently, Mountain Road terminates at the Main Street intersection north of the proposed development. Mountain Road currently consists of one lane in the northbound direction and one lane in the southbound direction. The posted speed limit is 35 mph.

Somerset Street: Somerset Street is a roadway that is owned and maintained by Farmington City. Somerset Street runs east and west and provides connectivity for local residents onto Main Street. Somerset Street consists of one lane in the eastbound direction and one lane in the westbound direction. The posted speed limit is 25 mph.

PROPOSED SITE CONDITIONS

The proposed Brickmoor Development will consist of 33 single-family detached homes and 141 townhomes. The proposed development is situated on roughly 20 acres of land. The proposed development is planned with two accesses onto Main Street and an emergency access. Access 1 is located east of the development and will extend Somerset Street west of Main Street. Access 2 is located north of the development and will form the southwest leg of the Main Street and Mountain Road intersection. The Emergency Access is located south of the development and will provide connectivity onto Old Shepard Road. All traffic entering and exiting the proposed development will utilize Access 1 and Access 2. The emergency access is not considered a main access and was not used in this study.

Given the proposed layout of the development as shown in Figure 2, it is expected that 50% of the traffic will enter and exit the development from Access 1 and 50% from Access 2. Of the 50% traffic exiting from either access, it is expected that 35% of traffic will turn left onto Main Street heading northbound as this provides the quickest route onto US-89. The remaining 15% will turn right onto Main Street continuing southbound.

It is anticipated the proposed Brickmoor development will be built-out by 2026. Refer to Figure 2 for the proposed layout of the Brickmoor development.

Figure 2 – Site Plan for Brickmoor Development



TRIP GENERATION

The proposed Brickmoor development will consist of 33 single-family detached homes and 141 townhomes. Using land use codes 210 for Single-Family Detached Housing and 215 for Single-Family Attached Housing, trip generation rates were determined using the 11th Edition of the Trip Generation Manual. This manual is an information report, published by the *Institute of Transportation Engineers (ITE)*. The Peak Generated Hour of Adjacent Street Traffic rates are used to generate the AM and PM peak traffic volumes during weekdays. The trip generation for housing is typically determined based on the number of dwelling units. The trips generated from the proposed development are presented in Table 1.

Table 1 - Trip Generation – Average Weekday and Saturday Traffic Volumes

ITE Land Use Code	Land Use	Land Use Description	Size	Daily (AADT)	Trip Generation (AM)		Trip Generation (PM)	
					Enter	Exit	Enter	Exit
210	Single-Family Detached Housing	Dwelling Units	33	311	6	17	20	11
215	Single-Family Attached Housing	Dwelling Units	141	1015	17	51	47	33
Total				1326	23	68	67	44

As illustrated in Table 1, it is anticipated the total number of trips generated during the AM peak hour will be 91. It is anticipated of these 91 trips during the AM peak hour, 23 will be entering the development and 68 will be exiting the development. During the PM peak hour, it is anticipated 111 trips will be generated, with 67 entering and 44 exiting the development. It is anticipated on a typical weekday the Brickmoor development will generate 1,326 total daily trips (ADT). Figure 3 illustrates the projected traffic volumes the proposed development will add to the surrounding roadways and the direction of these trips will be traveling to and from as they enter and exit the development.

Figure 3 – Project Site Traffic Volumes for Brickmoor Development

Conclusion:

The proposed Brickmoor Development will consist of 33 single-family detached homes and 141 townhomes. It is anticipated to generate roughly 91 vehicles in the AM peak hour, with 23 entering and 68 exiting the proposed development. In the PM peak hour, the Brickmoor development is anticipated to generate 111 vehicles with 67 entering and 44 exiting the development. The Brickmoor development is anticipated to generate 1,326 daily trips on a typical weekday.

With the minimal amount of traffic anticipated from the Brickmoor Development, the surrounding roadways are expected to experience minimal impacts or delays beyond what is currently being experienced.

Please feel free to contact me with any questions or comments.

Sincerely,

FOCUS ENGINEERING & SURVEYING, LLC

Jason Watson, PE, PTOE
Transportation Department Manager
801.352.0075
jwatson@focusutah.com

CITY COUNCIL AGENDA



SUMMARY ACTION

1. Monthly Financial Report
2. Zone Change Enabling Ordinance - B and C-R to CRT (Lagoon Administration Building)
3. Approval of Minutes for 09.02.25

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Levi Ball
Date: September 10, 2025
Subject: **August 2025 Monthly Financial Report**

The monthly financial report will be emailed directly to the mayor and city council members, outside of the council meeting packets. Please refer to that separate communication. As always, staff is ready and willing to discuss any questions you may have.

Respectfully submitted,



Levi Ball

Review and concur,



Brigham Mellor

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Community Development Director
Date: 9/16/2025
Subject: Zone Change Enabling Ordinance – B and C-R to CRT (Lagoon Admin Building)

RECOMMENDED MOTION

Move that the City Council approve the enclosed enabling ordinance formalizing the zone change from B (Buffer) and C-R (Commercial Recreation) to Commercial Recreation Transition for the Lagoon Administration Building.

Findings:

1. The city council approved the project after the public hearing on 9/2/25 with findings and conditions.

BACKGROUND

Enclosed is an enabling ordinance to memorialize action taken by the City Council after the 9/2/25 public hearing where the council voted unanimously to approve the rezone of the subject property.

Respectfully submitted,



Lyle Gibson
Community Development Director

Review and concur,



Brigham Mellor
City Manager

Supplemental Information
Enabling Ordinance

FARMINGTON, UTAH

ORDINANCE NO. 2025 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED BETWEEN 600 NORTH & 400 NORTH 200 WEST FROM B AND CR TO GMU (25-01).

WHEREAS, the Farmington City Planning Commission has held a public hearing and reviewed and made a recommendation to the City Council concerning the proposed Zoning Map amendment from B (Buffer) and CR (Commercial Recreation) to CRT (Commercial Recreation Transition), pursuant to State Law and the Farmington City Zoning Ordinance; and

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

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

Section 1. Zone Change. A portion of the property described in Application #25-01, within the City, between 400 North and 600 North 200 West, identified as all or part of parcel numbers 07-021-0019, 07-021-0051, 07-021-0017, 07-021-0084, 07-021-0012, 07-021-0003, 07-021-0009, and the 200 West right-of-way adjacent to these properties all totaled being approximately 8 acres in size, is hereby reclassified from zone B and CR to zone CRT said property being more particularly described/illustrated as set forth in Exhibit A attached hereto and by the referenced made a part hereof.

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

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

DATED this 16th day of September, 2025.

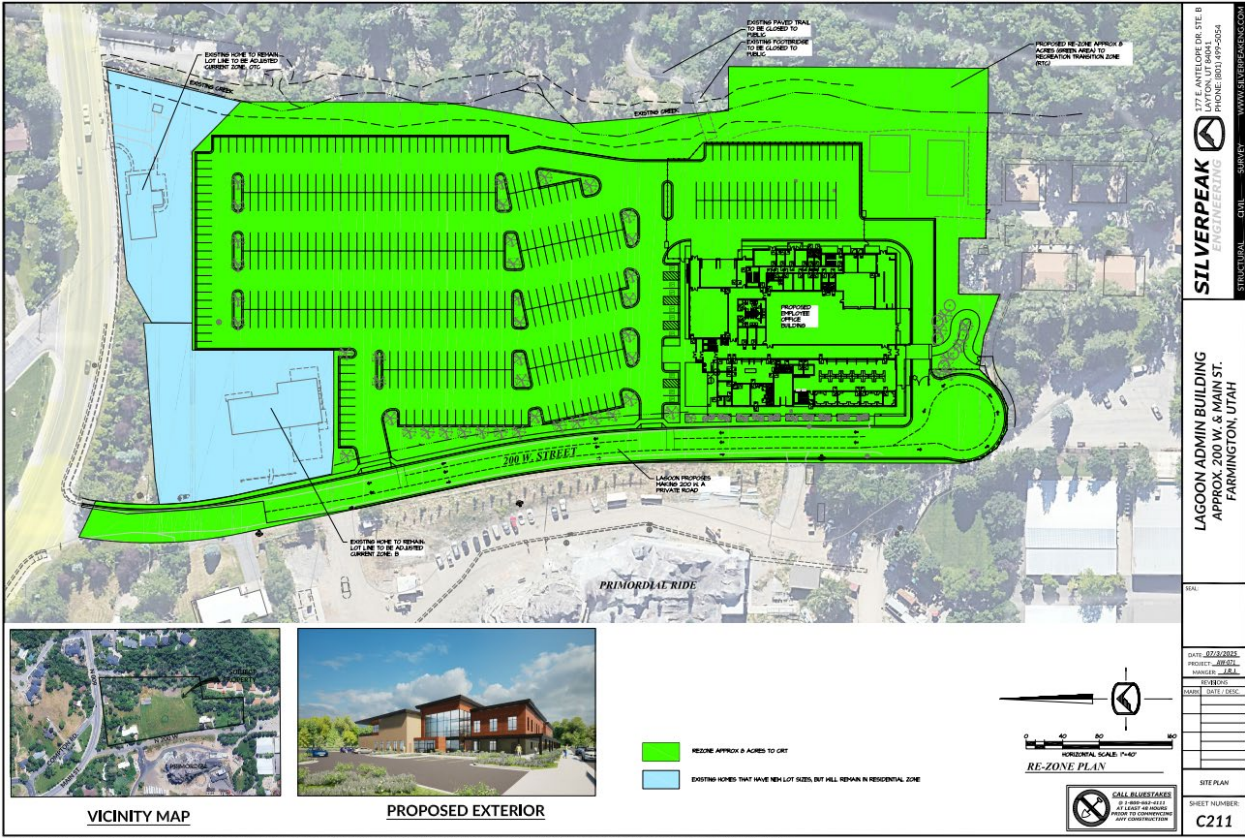
FARMINGTON CITY

ATTEST:

Brett Anderson, Mayor

DeAnn Carlile, City Recorder

EXHIBIT "A"



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF SILVERPEAK ENGINEERING. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM SILVERPEAK ENGINEERING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES

September 2, 2025

WORK SESSION

Present:

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

*City Attorney Paul Roberts,
Recording Secretary Deanne Chaston,
Community Development Director Lyle
Gibson, and
City Parks and Recreation Director Colby
Thackeray.*

Mayor **Brett Anderson** called the work session to order at 6:05 p.m. Councilmember **Roger Child** and City Recorder **DeAnn Carlile** were excused.

RECREATION DISCUSSION

City Manager **Brigham Mellor** said there was a time when Farmington ran its own youth football league as the Wasatch Front Football League (WFFL). While the City doesn't run its own program anymore, many football teams use City fields for practice and games. Use is especially intense during the first two to three weeks of conditioning, when teams are on the fields every day. While competition leagues are more understanding, the youth league has a different attitude because they feel they have absorbed what the City used to do. The City is now having issues with those coaches, who are not being held accountable. **Mellor** would like to avoid calling law enforcement officers to cite the coaches in the case of a dispute. As the fields are fragile and in a healing state, signs may need to be installed saying teams can't use them.

City Parks and Recreation Director **Colby Thackeray** said it is difficult when City coordinators confront these coaches to tell them they are not supposed to be on the fields, which are very immature. The City has a responsibility to protect its own assets. Official City use should be the first priority for those fields. When confronted by City Staff, the coaches give "attitude" and don't listen. To get guaranteed field time, coaches should make reservations with the City.

Councilmember **Amy Shumway** said there are 120 football coaches and 360 kids playing football in the Farmington High School boundaries, and they are all begging for field space. As Farmington residents, many coaches believe that since they are a taxpayer, they can use the field. It may be time to move to a better reservation system.

Councilmember **Scott Isaacson** said this is a communication problem. While there will be some who push the boundaries, City coordinators need to talk to them early in the season in order to explain the situation.

Mayor Anderson said that it may be necessary to have coaches appear at an orientation meeting and sign a rule sheet prior to using City fields. This is much like how the City handles door-to-door solicitors. **Thackeray** said he has prepared and used a guide sheet in the past.

CITY PARKING RESTRICTIONS DISCUSSION

Mellor said the City and residents living on Doberman Lane have recently come to a compromise regarding high school parking on their street. They may do something similar on Miller Way, which currently has signs that are unenforceable. The agreement is this: there will be a time of the day (normal school operating hours) when no one is allowed to park on one side of the road. On Miller Way, there is no parking on the north side, and parking is allowed on the south side. Police, Fire, and Public Works said it is not necessary to restrict all parking on the road. One sign will be installed in front of each home, and the City has ordered enough signs to install them on two roads.

Isaacson said the City has struggled with this for years. This is Farmington High School's problem, and he wishes they would come forward. **Shumway** said the school has identified that this year's enrollment is the highest it will be, as a decline is expected in coming years.

TERM LIMITS DISCUSSION

Mayor Anderson said a number of cities in Davis County have started a grass roots movement to not only put term limits in place, but to have that serve as an example for State lawmakers to do the same. Some say cities don't have the right to impose municipal term limits. The proposal is to restrict representatives and City Councilmember to only three terms, and mayors to two terms. **Mayor Anderson** said in Woods Cross, they have had the same mayor for 28 years, and some cities have City Councilmembers who have served for over 20 years. This leads to positions becoming institutionalized.

Shumway said she would prefer the mayor to be allowed three terms instead of just two. She has been a State and County delegate for many years, and she has enjoyed attending the conventions.

Isaacson said he does not support the effort. He believes term limits artificially displays to citizens that they can't be trusted to vote. It takes away the rights of the people. When a U.S. president is in a second term, he is a lame duck and bad things can happen because he doesn't have to face the voters again.

Councilmember **Alex Leeman** voiced his support of the effort, and said that many times presidents who aren't facing re-election do their best work in that second term. However, some candidates chosen at the caucus never face a legitimate challenge. He believes that sometimes the crowds at party conventions are not representative of the citizenry.

Isaacson said he can see both sides, but he personally believes in the liberty to have a choice and vote. There are rational options for both sides.

Mayor Anderson said a term limit ordinance would be presented to the Council on a future agenda.

DISCUSSION OF REGULAR SESSION ITEMS UPON REQUEST

Community Development Director **Lyle Gibson** mentioned the Gatrell Gardens Development Agreement amendment agenda item. The developer got some extra lots in exchange for agreeing to preserve two historic homes. On one of the historic homes, they want to keep the 1880s section, but demolish the two additions made in the 1960s to make room for a new garage and

rear additions. This may make the home ineligible to be listed on the National Registry, which would violate the original Development Agreement.

Mellor said the current garage built in the 1960s is not large enough to fit cars in, so it is not functional. **Shumway** said she would like to celebrate that the applicant is trying to make a historic home liveable, but that the proposed garages are so big they dwarf the historic element. Councilmember **Melissa Layton** said the original wood floors in the home are nice.

REGULAR SESSION

Present:

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

*City Attorney Paul Roberts,
Recording Secretary Deanne Chaston,
Community Development Director Lyle
Gibson, and
City Parks and Recreation Director Colby
Thackeray.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:02 p.m. Councilmember **Roger Child** and City Recorder **DeAnn Carlile** were excused. Councilmember **Alex Leeman** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Amy Shumway**.

PUBLIC HEARING:

Consider an ordinance adopting the Farmington City General Plan

Community Development Director **Lyle Gibson** presented this agenda item. The Council reviewed this item two meetings ago, and wanted some adjustments and corrections.

Susie Petheram, senior planner with FFKR and project manager for Farmington's General Plan update, addressed the Council. This project started with a review of the current General Plan, and involved a steering committee to identify key policies to retain. Care was taken to engage the community in a variety of ways, including a survey with 329 participants. The General Plan is an advisory guide, a framework for the Council to make and guide decisions. It is also a regional collaboration tool that can be used in conjunction with different agencies to secure funding for future projects.

Petheram said several updates were made since she was last before the Council. Part 1 now includes added detail to the community context and components for how Farmington relates to the region and county. Part 2 changes include a policy guide and elements. Chapter 6 on transportation has been refined to remove reference to the Lagoon circulator trolley, and instead more general language about the Utah Transit Authority (UTA) finding transit solutions. Chapter 5 was updated on housing and neighborhoods, with community profiles clarified for each quadrant. Those neighborhood profiles are new to this updated General Plan. Part 3 changes include an updated future land use map divided into four categories, complete with more context

and a framework for future changes, as well as a clarification of the Neighborhood Mixed Use (NMU) zone.

Shumway and **Leeman** said all their previous questions had been addressed. **Mayor Anderson** noted that a public hearing had already been held on this item at a previous Council meeting.

Mayor Anderson opened and closed the Public Hearing at 7:15 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Isaacson, who served on the committee along with **Leeman**, said that FFKR had done an excellent job and he was pleased with the outcome. He requested a printed copy, which is worth having for easy reference.

Motion:

Shumway moved that the City Council approve the updated Farmington General Plan, subject to all applicable Farmington City ordinances and standards.

Findings 1-3:

1. The proposed plan considers the present and future needs of Farmington and its future annexation area.
2. The plan considers the health, general welfare, safety, energy conservation, transportation, prosperity, civic activities, aesthetics and recreational, educational, and cultural opportunities of Farmington.
3. Together with other City plans (adopted and in progress), the proposed plan fulfills the requirements of Part 4 of the Municipal Land Use, Development, and Management Act, including 10-9a-401 of the Utah Code.

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

Mayor Pro Tempore/Councilmember Alex Leeman	X Aye ____ Nay
Councilmember Scott Isaacson	X Aye ____ Nay
Councilmember Melissa Layton	X Aye ____ Nay
Councilmember Amy Shumway	X Aye ____ Nay

Consider an ordinance adopting the Parks, Recreation, Arts, and Trails Master Plan

Gibson presented this agenda item. He said the Planning Commission recommended approval with some corrections such as more current names of board members.

Lisa Benson with Landmark Design presented the Parks, Recreation, Arts, and Trails Master Plan. Farmington has 26,000 residents now, but is projected to have 37,000 by 2050. Farmington has 14 playgrounds, nine restrooms, 11 large pavilions, eight multipurpose fields, eight pickleball courts, eight tennis courts, eight baseball/softball fields, three volleyball courts, and seven multi-sport courts. Farmington has 85 acres of open space, which are opportunistic acquisitions.

This study identified the existing Level of Service (LOS), which is calculated by the number of existing park acres (110.2 acres) per 1,000 residents. Farmington's LOS is 4.19 acres per 1,000 people, which is a high level compared to other communities that are built out. To continue this LOS, Farmington would have to add an additional 41 acres by 2050. Of those 41 acres, the City

has already planned 27.5 acres at Brown Park, Burke Lane Detention Basin Park, Business Park, Farmington Pond expansion, and Glovers Lane Park. **Benson** recommended two neighborhood parks to fill in some walking-distance gaps, one on the north end and one on the south end of the City.

The survey revealed that residents are slightly happier with the gym than with the pool, and they want an additional expanded aquatics facility and gym. Residents also want to preserve open space and add walking and bike paths. **Benson** recommended upgrading existing facilities, diversifying programming offerings, and exploring partnerships for big-ticket facilities. While residents feel Farmington has the right amount of trails, they want those trails linked as well as enhanced signage and better mile markers. To carry out all recommendations, it would cost the City \$276 million through the year 2050.

Mayor Anderson said it is eye-opening to see what the residents love and what they want more of. Councilmember **Melissa Layton** wanted a change to Page v of the document, updating the 2022 youth program statistics to something more recent.

Shumway suggested changes on Page 4 of the plan, saying reference to Davis Creek should be added. She would like the hillside development taken out of the plan, mapped in the lower right corner as a potential area of growth. It is not part of the City and is a contentious topic. She said a comma should be placed between the words “diving” and “locker rooms” on Page 12 of the document.

Shumway noted that the City has recently shifted away from wanting small infill pocket and neighborhood parks. Transfer of Development Rights (TDRs) have lead to development of regional parks instead.

Mellor said Farmington is approaching build-out, but every creek has a 50-foot easement to each side of the center. Many other cities have used these areas for amenities.

Mayor Anderson opened and closed the Public Hearing at 7:35 p.m., as nobody signed up in person or electronically to address the Council on the issue.

City Parks and Recreation Director **Colby Thackeray** said he is excited to button this plan up, as it has been a long time in the marking. His department will use it as a guideline to help allocate resources.

Motion:

Leeman moved that the City Council approve the ordinance (enclosed in the Staff Report) adopting the Parks, Recreation, Arts, and Trails Master Plan as drafted, with the changes suggested earlier by **Shumway**.

Findings 1-4:

1. The proposed plan considers the input of many from the advisory committee to the general public over the course of many months.
2. The plan is highly detailed and descriptive. This is helpful in understanding existing conditions and desired improvements and programming related to Parks, Recreation, Arts, and Trails.
3. The plan clearly outlines priorities based on a large amount of input.

4. The plan helps identify costs associated with desired improvements allowing decision makers to prepare to address needs and interests of the community.

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

Mayor Pro Tempore/Councilmember Alex Leeman	X Aye	_____	Nay
Councilmember Scott Isaacson	X Aye	_____	Nay
Councilmember Melissa Layton	X Aye	_____	Nay
Councilmember Amy Shumway	X Aye	_____	Nay

Shumway said it is a good indication when no one shows up to a public hearing.

Lagoon Administration Building – Zone Change and Schematic Subdivision and Street Vacation

Gibson presented this agenda item. Lagoon is hoping to develop a two-story office building on the east side of 200 West. The Primordial ride is on the west side. Parking would be to the north. The new building would have all departments in one location and would also include an employee kitchen. The property is currently zoned Buffer (B) and Commercial Recreation (C-R) and is located on a dead-end portion of 200 West. The applicant is requesting a zone change to Commercial Recreation Transition (CRT).

At issue is the end of the 200 West cul-de-sac where people park to access a trail spur of the Lagoon Trail along Farmington Creek. A street vacation as proposed would remove that public access, and leave it a private area controlled by Lagoon. In acknowledgement of its trail access point elimination, **Dustin Allen**, director of engineering representing Lagoon, offered in a letter to pay Farmington \$37,500 for the use of improving, building, or otherwise maintaining trails in the City.

The Planning Commission forwarded a favorable recommendation, although they would like to see the final site plan approval return back to them. The Development Review Committee (DRC) took note of the roof condition of an older home owned by Lagoon on 600 North, and essentially requested a re-roof. However, this was not discussed during the Planning Commission meeting.

Applicant **Sheldon Killpack** with One West Construction said this would be a good buffer for the neighbors to the east. Employees now are dropped off on the frontage road, which creates issues. The new building would solve those issues. Employees have been parking in this lot for the past few years, so there would not be a change in traffic. Lagoon would take the street off Farmington's hands and maintain it in the future.

He said he was caught off guard by the request to reroof the home, as it was not part of the Planning Commission's original motion. He said the precedence was strange because a property outside of the zone was being pulled into the arrangement as a contingency. There has been a tenant in the home for the last five years, and this tenant would be displaced for a couple of months by a re-roof.

Mayor Anderson opened the Public Hearing at 7:50 p.m.

Ann Johnson said she lives in this area and loves the 200 West access to the trail, complete with an access tunnel and great murals. She is not the only one who uses it. Taking away that access takes away half the trail loop. She hopes there is some way to provide some parking.

Mayor Anderson closed the Public Hearing at 7:52 p.m., making note that an email from **Joe and Ellen Shaffer** would be made part of the record.

Mayor Anderson said what the applicant is proposing is much more subdued than a big ride, which could have happened. Lagoon listened to earlier Council comments made during an earlier study session.

Leeman said it will be good to reduce congestion on the Frontage Road. He agrees with the applicant on the reroof. He would also like to see as much vegetation preserved or planed as possible. **Layton** said she has got a lot of resident feedback about trailhead parking.

Killpack said he has met with Staff on this issue, is willing to put the proposed \$37,500 in the Development Agreement, and is otherwise open to discussions.

Mellor said that the cell tower approval recently went through an appeal process. Trail parking may be able to be incorporated there, so this is not the best time to address trail parking. Parking should not be allowed to pose a problem for Lagoon, nor should it block access to their facility.

Isaacson said while the area will be losing a lot of trees, it is generally a good proposal. He would like to see as much vegetation as possible. **Leeman** said the vegetation screen near 600 North makes the proposed building less visible. **Layton** said this is a good neighborhood buffer, and it is better than having a new, big ride there. However, it is difficult to lose that trail spur.

Killpack said compared to other amusement parks across the country, Lagoon doesn't like to cut down their own trees. Lagoon therefore actually looks like a park, and will replant as much as possible.

Mellor said Farmington will be giving up 1/10 of a mile, but the \$37,500 will help pay for half of a 10 foot wide asphalt where it is now just a dirt path. The target is to get it installed before the pedestrian walkway.

Shumway said she did get some phone calls about losing this trail spur. However, she thinks it is a good trade-off to see traffic flow improvements.

Mellor said the City owns the staging area around the \$2 million well house, where the trail could be accessed. However, he doesn't want to encourage parking there because it would be limited and City trucks need emergency access to the well house.

Motion:

Leeman moved that the City Council approve a zone change from Buffer (B) and Commercial Recreation (C-R) to Commercial Recreation Transition, as well as a schematic subdivision plan and street vacation of 200 West for the Lagoon Administration Building, subject to all applicable Farmington City development standards and ordinances and the following Conditions 1-5 (not including 2):

1. All DRC comments to be addressed.

- ~~2. Improvements be done to the roof of the existing home located at 145 West 600 North, which is a historic resource. The improvements shall provide a better weather barrier protection to the home.~~
3. Any vegetation removed by the construction process along the eastern and northern property lines will be replaced by similar or better landscaping to serve as a buffer to residential areas.
4. All lighting will be directed away from neighboring properties.
5. Lagoon shall contribute 437,500 in cash to Farmington City, which will be used towards the construction of a trail along Lagoon Drive. Payment shall be received before a building permit for the Administrative Building may be issued.

Findings 1-6:

1. The site plan complies with the setbacks, height standards, minimum district size and uses for the Business Park (BP) zone, as required by the CRT zone (11-21-050).
2. It is intended that the final site plan will comply with 11-7-70 (Standards for Construction of...Commercial Recreation Uses...on an Undeveloped Site).
3. The proposed use conforms to the General Plan designation for this area.
4. The use is compatible with the character of adjacent commercial properties, and will maintain a buffer for the residential areas in Grove Creek Circle via Farmington Creek Trail and the surrounding forested area.
5. The more restrictive CRT zone replaces the CR zone, which allows for typical higher-impact amusement park uses.
6. With compliance to conditions and requirements, it is reasonable to assume the use will not create unreasonable risks, interfere with the lawful use of surrounding property, or create a need for essential services that cannot be met.

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

Mayor Pro Tempore/Councilmember Alex Leeman
 Councilmember Scott Isaacson
 Councilmember Melissa Layton
 Councilmember Amy Shumway

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

BUSINESS:

Consider a Resolution for the establishment of a Green Waste Program

Mayor Anderson presented this agenda item, which has been discussed for the last two years. The Council budgeted to purchase the equipment necessary for implementing a green waste program. The first cans are expected to arrive this winter, with rollout commencing later in the spring. The Public Works department is developing fee schedule amendments and program timing with the waste carrier. The City's partners at Wasatch Integrated Waste Management requires a resolution be approved before taking next steps. Handling green waste separately will help extend the life of the landfill that the community depends on, as well as decrease transport costs. **Mayor Anderson** said the amount of green waste that Farmington produces from April to October is astounding and heavy. It is unfortunate that the City has done this for so long.

Collette West, sustainability specialist for Wasatch Integrated, said her company has hired an outside engineering consultant to determine its green waste capacity and the possibility of expanding its compost pad. According to its green waste foreman, they are already pretty full. They would like all district members to approve a green waste program, and nine of its 15 cities already have a program.

Leeman said he would like a future newsletter article to explain how the green waste program will lower Farmington's overall bill. **Mayor Anderson** said there is a misconception that Farmington doesn't recycle. **West** said that while trash and recycling go to the same place, each is tipped on different sides before some of it is shipped 100 miles away. Recyclables are kept out of the landfill.

Motion:

Isaacson moved that the City Council approve the resolution establishing a green waste program in the Spring of 2026.

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

Mayor Pro Tempore/Councilmember Alex Leeman	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Amy Shumway	X Aye	___	Nay

Amendment to the Development Agreement for the Gatrell Gardens Planned Unit Development (PUD) Subdivision

Gibson presented this agenda item, saying the City Council has a lot of discretion on this item. Gatrell Gardens was approved in 2023 and has since completed infrastructure improvements and the construction of some homes. Nine lots were approved, and seven are under development. Elite Craft Homes submitted a building permit for a remodel of the home at 37 N. 100 West that includes the preservation of the oldest portion of the building and removal of later additions, to be replaced by larger-scale additions.

The Development Agreement and PUD offered flexibility if two existing homes (at 79 N. and 37 N.) were not razed and instead maintained their eligibility for consideration on the National Register of Historic Places. Due to the existing Development Agreement, the proposed plans were shared with the State Historic Preservation Office (SHPO) to discover if they would maintain the home's eligibility. The response was that it may not maintain the home's eligibility.

They currently have an interested buyer for 37 N., which is on the corner of a private street. The original portion was constructed in the 1880s with a single bedroom. Since, two additions were made to the north around 1960. They would like to modernize the garage and tear down the 1960s additions.

Applicant **Trent Preston** (173 N. Main, Farmington, Utah), Vice President of Elite Craft Homes, said the SHPO's recent opinion is inconsistent with what they have approved in the past at 177 N. and 207 N. Main, where addition replacements have been subordinate to the historic building. Both of those are still eligible, and they both have the higher structured roof and bigger additions. To maintain historic homes, they need to be livable in today's world, and no one wants

to live in a two-bedroom home. This particular home has become very dilapidated over time. This proposal is consistent with what they have done in other places throughout the City.

The hard part with going through the SHPO is that their opinions are very subjective. In his experience, the SHPO doesn't randomly pull eligibility. He would like to stick to if the City Council feels the proposal is in line with the Development Agreement. He said his family and company have done more to preserve historic homes than anyone else in Farmington, and the proposal fits the intent of the Development Agreement.

Isaacson said he was concerned that the modernized garage as planned will be bigger than the house, and therefore wouldn't preserve the historic aspect.

Preston agreed, saying the two-dimensional drawing submitted to the Council doesn't allow them to see the depth. The front of the historic home would protrude well in front of the proposed garage, which will be set back. The two existing homes are in the Original Townsite Residential (OTR) zone, and therefore are not part of the PUD or Homeowner's Association (HOA) that will maintain the private lane. The home in question won't be accessed off that private lane. He wants a three-car garage rather than a two-car garage with a pad on the side. The original portion of the home adds character and value to Farmington. It has a rock foundation and is constructed with adobe topped by plaster. The 1880s portion is in better shape than the additions made in the 1960s.

Isaacson said he would like to honor the historical language in the Development Agreement, and the opinion from the SHPO doesn't satisfy the condition in the agreement. **Preston** said that so far, it is just one person's opinion that it wouldn't be eligible, and he has spoken with another architect with historic credentials who thought it would remain eligible.

Shumway said her biggest concern was the garage, and she is not comfortable setting a precedence if the Council is not sure it will be listed on the historic registry. A bonus density was given if the applicant fulfilled that requirement. She would like more clarity on the issue.

Isaacson pointed out that the original Development Agreement doesn't say the home has to actually be registered.

Preston said he has very little faith in the SHPO, who denied his father a listing because they felt he was only seeking state incentives. The City should consider the precedent being set that builders and developers should stay away from historic homes because they are a nightmare. Time is money, and he has put a lot of work and grief into this project. He doesn't feel the original agreement was written well. He asked the Council to consider his company's track record with historic homes in Farmington, and not get bogged down in the minutia.

Layton said that track record does hold a lot of weight, as they have done a lot with historic homes in Farmington. She noted that the applicant is not knocking down the home, which is important. **Gibson** pointed out that the home in question has never been listed on the registry.

Isaacson said that while he is not an expert on historical homes, he feels it does meet the spirit of the agreement the way it is drafted. The agreement didn't say it had to be registered, just that its eligibility would be maintained.

Layton said she wants the massive proposed garages to be setback more. **Gibson** said Farmington's teeth are with its own landmark registry. The Development Agreement prevents

the home from being knocked down, and the owner does not object to inclusion on Farmington's local landmark register. If on the City register, the City has to approve any demolitions.

City Attorney **Paul Roberts** said flexibility was left in the agreement by design, as the Council didn't have these plans when the agreement was originally drafted. If the Council is fine with the design, it would be simpler to amend the agreement so there is no future question. He said the City has an architect on retainer that could offer an opinion. While they are an authority, they are not the authority. **Gibson** said the City only needs to get one architect to give a thumbs up.

Preston said he feels his proposal honors the intent of the Development Agreement, and he believes it will still stay eligible years from now.

Motion:

Layton moved that the City Council approve the proposed amendment to the Development Agreement for the Gatrell Gardens PUD Subdivision allowing for more extensive modification to the home at 37 N. 100 W.

Finding A:

- A. The proposed amendment maintains or improves upon the historic character of the home and neighborhood enough to justify the density that was initially approved and meet the qualities which lead the Council to originally approve the PUD.

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

Mayor Pro Tempore/Councilmember Alex Leeman	X Aye	_____	Nay
Councilmember Scott Isaacson	X Aye	_____	Nay
Councilmember Melissa Layton	X Aye	_____	Nay
Councilmember Amy Shumway	X Aye	_____	Nay

Approval of the August 19, 2025, City Council Meeting

Motion:

Leeman moved that the City Council approve the August 19, 2025, City Council meeting minutes.

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

Mayor Pro Tempore/Councilmember Alex Leeman	X Aye	_____	Nay
Councilmember Scott Isaacson	X Aye	_____	Nay
Councilmember Melissa Layton	X Aye	_____	Nay
Councilmember Amy Shumway	X Aye	_____	Nay

GOVERNING BODY REPORTS:

City Manager Report

Mellor said **Mayor Anderson** and Layton will speak at the 9-11 program on Sept. 11, 2025, at 8 a.m. at the Fire Station. A Day of Service will be held on Saturday, Sept. 13, 2025. The Council

Shoot was moved to Sept. 23 at a shooting range in Fruit Heights at 3 p.m. There will be a ribbon cutting for the Western Sports Park (WSP) on Sept. 16 and 17, 2025. Sept. 15, 2025, will be the retirement for Finance Director **Greg Davis** at the Community Center, where **Mayor Anderson** and **Mellor** will speak.

Mayor Anderson and City Council Reports

Gibson said Boyer will soon be coming as a future agenda item. **Mellor** said the crash gate proposed will not connect as a through street.

Shumway noted that according the Legislative Policy Committee of the Utah League of Cities and Towns (ULCT), Senate Bill 80 will require all municipalities to pay a new water fee to the state beginning July of 2027. **Roberts** said this is the result of federal cuts. **Shumway** also heard that the ULCT is pushing back against the idea of allowing housing in all commercial areas, which is a trend happening in California.

Leeman said the Homeowner's Association (HOA) thought the City would maintain the south side of 950, where all three trees have died. The agreement may have been that the City installed the landscaping and the HOA would do the maintenance. **Mellor** said he will check with **Thackeray** about that. He will also check on landscaping west of Sharpshooter Drive, where **Phil Holland** was the developer.

ADJOURNMENT

Motion:

Leeman made a motion to adjourn the meeting at 9:13 p.m.

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

Mayor Pro Tempore/Councilmember Alex Leeman
Councilmember Scott Isaacson
Councilmember Melissa Layton
Councilmember Amy Shumway

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

DeAnn Carlile, Recorder