

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

Notice is given that the City Council of the City of Farmington will hold a regular meeting on **Tuesday, August 1, 2023** 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 at [www.farmington.utah.gov](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so at [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov)

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

- Tour of new roads in Farmington
- Discussion of regular session items upon request

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

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

- Invocation - Councilmember Scott Isaacson
- Pledge of Allegiance - Mayor Brett Anderson

#### **PUBLIC HEARINGS:**

- Consideration of approval for a Development Agreement and application for the Agriculture Planned District overlay zone for an additional building and site plan alterations for Ace Athletics at 874 South Shirley Rae Drive. [pg 4](#)
- Regulating Plan Amendment - Proposed City Park [pg 61](#)

#### **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.

***CERTIFICATE OF POSTING*** I, the City Recorder of Farmington City, certify that copies of this agenda were posted at Farmington City Hall, Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov), and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn) on July, 27, 2023

## **WORK SESSION AGENDA**

For Council Meeting:  
August 1, 2023

- Tour of new roads in Farmington
- Discussion of regular session items upon request



## **CITY COUNCIL AGENDA**

For Council Meeting:  
August 1, 2023

**PUBLIC HEARING:** Consideration of approval for a Development Agreement and application for the Agriculture Planned District overlay zone for an additional building and site plan alterations for Ace Athletics at 874 South Shirley Rae Drive.

### **GENERAL INFORMATION:**

See staff report prepared by Lyle Gibson, Asst.Comm. Development Director

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 8/1/2023  
**Subject:** Consideration of approval for a Development Agreement and application for the Agriculture Planned District overlay zone for an additional building and site plan alterations for Ace Athletics at 874 South Shirley Rae Drive. (Z-1-23)

### RECOMMENDATION(S)

Move that the City Council approve the included Development Agreement and request to rezone 2.17 acres of property at 874 South Shirley Rae Drive to include the Agriculture Planned District overlay zone.

### BACKGROUND

Ace Athletics initially approached the Planning Commission and City Council in 2022 with their desire to expand their facility at the corner of Glovers Lane and Shirley Rae Drive. Currently, the site includes a 20,000 sq. ft. building and parking along the north half of the lot accessed from Shirley Rae Drive.

#### *PHOTO OF EXISTING FACILITY:*



The existing facility was approved as a private school under a conditional use permit. Similar uses allowed in the A zoning district had until recently included commercial recreation, but their interest in

2022 to expand was hindered by the lot coverage restrictions of the underlying zone which at the time set a limit of 25% coverage for buildings. The Planning Commission considered a rezone request to a commercial district that would allow for more coverage, but determined that there were too many uses allowed in a different district that may not be appropriate for the site if pursued. Following that consideration, changes to the Agricultural zoning districts to modify uses allowed within the districts and making changes to the lot coverage allowance were approved. Soon after the City determined that there was a more appropriate way to consider a handful of requests that were on the radar and the AP District process was created and adopted.

This relatively new section of ordinance titled [Agriculture Planned Districts \(11-27B\)](#), allows the city to consider variation from the normal standards and uses permitted in the underlying zone by development agreement. This process has been approved by the city council and sets the stage for discretionary approval through a legislative action for unique projects which would not normally work in the Agricultural zoning districts. The Ace Athletics expansion is one of those projects.

A decision by the City Council as to whether or not to approve the AP District should be based on their findings of whether or not the proposal meets the Purpose of the AP District and applicable Standards and Requirements identified within 11-27B.

**11-27B-010: PURPOSES:**

*The purposes of the AP District are:*

*A. To provide, where deemed appropriate by the City Council, non-residential and non-agriculture development compatible with and which enhances the purposes of the AA, A, and AE zones.*

*B. To allow sustainable and economically viable development which will enhance the community as a whole as well as immediately surrounding neighborhoods and existing property uses.*

*C. To protect environmentally sensitive areas, including, but not limited to: wetlands, open space, and areas in close proximity to the stream channels, ponds, and the marsh lands of the Great Salt Lake.*

*D. To ensure for orderly preplanning and long-term development of properties; and the creation of a cohesive development plan that will be viable, sustainable, and implements the goals and objectives of the Farmington City General Plan and other plans as adopted.*

*E. To give the property owner reasonable assurance that development plans prepared in accordance with an approved general development plan will be acceptable to the City.*

*F. To enable the adoption of measures providing for development harmonious with surrounding areas.*

**11-27B-020: STANDARDS AND REQUIREMENTS:**

*The following provisions shall apply in an AP District, which district shall also be subject to other provisions of this title, except that where conflict in regulations occurs, the regulations specified in this chapter, or on a general development plan approved pursuant to this chapter, shall apply:*

*A. AP Districts may be established on parcels of land which are suitable for, and of sufficient size, to be planned and developed in a manner consistent with the purposes and objectives of this chapter, the Farmington City General Plan and/or other area plans as adopted.*

*B. Before detailed studies of any AP District development plans shall be undertaken by the Planning Staff or the Planning Commission, there shall be a complete development application on file with the City.*

*C. Applicable zoning regulations shall apply except as otherwise set forth in an AP District shall be as established by the General Development Plan and Development Agreement and may include:*

- 1. Permitted or conditional permitted land uses, including accessory uses;*
- 2. Minimum development area or lot size, which may not be less than allowed in the underlying zone;*
- 3. Maximum building height;*
- 4. Landscaping;*
- 5. Fencing;*
- 6. Signage;*
- 7. Parking;*
- 8. Required amenities, private or public;*
- 9. Circulation: pedestrian and vehicular;*

10. Building design standards;

11. Other site-specific regulations as deemed appropriate.

*D. AP District regulations that are inconsistent with zoning regulations in this Title shall have precedence and shall supersede such zoning regulations with the exception of subdivision processes, standards for public improvements, and Building Codes, including but not limited to plumbing, mechanical, and electrical regulations. For those regulations not specifically addressed in the Development Agreement, previously adopted ordinances and regulations shall apply. All such exceptions shall be specified in the DA showing all such deviations from existing regulations and the existing regulation from which the deviation occurs.*

*E. The applicant has an affirmative duty to demonstrate that the overall development and any deviations from the underlying zone or other applicable ordinances enhances the purposes of the underlying zone.*

A general Development Plan has been created as a conceptual or schematic plan per 11-17B-030 A(1). Should the plan be approved by the City Council, a more detailed site plan and project details would be provided at a future date for a final review by the Planning Commission.

The development agreement defines or sets the parameters under which the property may be built and operate and identifies standards which would require variation from the underlying zone to accommodate the proposed project:

**1: Use of Property:**

- The use has already been established as there is an existing facility, but the DA would clarify the permitted use and allow for its expansion.

**2. Lot Coverage:**

The existing lot coverage allowance of the A zoning district based on the recently updated ordinance is as follows:

**11-10-040 (C)**

*Lot Coverage. The gross area of a lot covered by the main building, accessory buildings and other structures shall meet the following standards:*

*1. Lots Less than 0.5 Acres in Area. The coverage and size requirements set forth in Chapter 11 of this title shall apply.*

*2. Lots Equal to or Greater than 0.5 acres in Area. A coverage base of 6,000 square feet plus one square foot of additional coverage for every eight (8) square feet of gross lot area more than 0.5 acres (or 21,780 square feet), but the base plus additional coverage shall not exceed 20,000 square feet. For illustrative purposes, the table below shows a few of the many possible coverage outcomes on the continuum between 6,000 and 20,000 square feet.*

<b>Gross Lot Area Acres</b>	<b>0.5</b>	<b>1.0</b>	<b>1.5</b>	<b>2.0</b>	<b>2.5</b>	<b>3.0</b>
<b>Coverage Area (S.F.)</b>						
<b>Base</b>	6,000	6,000	6,000	6,000	6,000	6,000
<b>Additional *</b>	0	2,750	5,500	8,250	11,000	13,750
<b>Total</b>	6,000	8,750	11,500	14,250	17,000	19,750
<b>* Additional Coverage = One S.F. coverage for every 8 S.F. of gross lot area over 21,780 S.F. or 0.5 acres</b>						

Based on this ordinance, the property would normally only be allowed 15,093 sq. ft. of building coverage. The existing building alone is already larger than that figure with an expansion looking to essentially double the existing coverage.

**Parking** – Per ordinance, determined by Planning Commission for recreation use

Existing 23 per court

Proposed 25 per court (50 total)

Other elements considered with a site plan which do not require exceptions:

**Setbacks** –

A zone:

Front: 30

Side: 10 – total 24

Side Corner: 25

Rear: 30

### **Building Height**

A zone allowance 27 ft.

### **Landscaping**

15% of site or more

Of note during previous public hearings from 2022, neighbors primarily expressed interest in creating an access for traffic onto Glovers Lane to reduce the number of cars coming in and out of Shirley Rae Drive. This is accounted for with the proposed plan and a traffic study has been completed that demonstrates the facility will not impair the function of traffic in the immediate location and on nearby street intersections and roads.

At the concept/schematic level, the Development Review Committee has indicated that the proposed expansion will need to continue to accommodate the storm water runoff of the existing site plus anything new. A detention area is indicated with the concept plan, but engineering has not yet been provided or verified to determine if the design is sufficient. This would be a final review stage item.

The entire property lies in the AE flood zone identified by FEMA, including the existing building. Design for a new structure and site improvements would have to take this into consideration for final approval. Typically this requires that the lowest floor in a structure be at or above the base flood elevation.

Per 11-27B-040: Step 2, Should the applicant move forward and receive an approval from the City Council, additional engineering and detail will be submitted and reviewed by the city's development review committee before returning to the Planning Commission for consideration of final site plan approval.

In working with the Planning Commission the applicant has provided a traffic study and plans for their review. The current rendering and plans within the DA are in response to direction from the Planning Commission, but have not actually been seen by the Planning Commission. The PC opted to move the project along for consideration of the Council with specific direction to be included within the agreement and plans. Rather than continue to see every detail at the PC level, it was felt that it was time to go in front of the council to ultimately determine if the request is merited.

### **Supplemental Information**

1. Request letter and Parking and Economic Impact Letter from applicant.
2. Photo Rendering of Site
3. Updated Landscape Plans
4. FEMA Firmette Map.
5. Traffic Study Summary and Review Analysis.
6. Landscape maintenance contract.
7. Development Agreement and General Development Plan (includes new landscape plan, updated rendering, and language requested by the Planning Commission).
8. Enabling Ordinance for the AP overlay zone

Respectfully submitted,



Lyle Gibson  
Assistant Community Development Director

Review and concur,



Brigham Mellor  
City Manager



## Full Legal Description

ALL OF PARCEL 5, KNIGHTON SUB. CONT. 2.173 ACRES

### EXPLANATION OF WHY WE ARE REQUESTING CHANGE

Based on the zone text changes passed by the City Council on March 9, 2023, we are no longer able to complete the expansion of our facility without being designated an APD zone. We believe this expansion will benefit Farmington City in multiple ways. Here is a short summary:

Ace Athletics has provided a premium tennis learning center for the past 4 years. We are now facing the problem of not enough courts for the demand, every session has a waiting list. We could do what other academies are doing – increasing the number of students in each class – but this gives the students an inferior product. We prefer to build more courts and keep providing the highest quality product possible. We want to invest in the community to make it better. We have enough space on our current lot to put in 3 more covered courts, but we can't get a building permit because of the way it is zoned. We are only allowed to have structures on 25% of the land. That renders the remaining half of our lot virtually useless. If the zoning is changed to an "APD" zone we would be able to apply for the structure that allows 3 additional courts. This would make our facility highly efficient while using the lot for its existing purpose that has already been approved by Farmington City.

Farmington City's General Plan under Goals & Policies states:

#### #7. Broaden recreational opportunities and programs

create efficient and cost effective delivery of services

maintain compatibility with current land use

This request fulfills all of these goals. We believe our application should be approved because:

- 1. We aren't changing use of the property**
- 2. We will sign a covenant not to use the lot for any other purpose**
- 3. It benefits the community and is something the residents want**
- 4. We aren't competing against Lagoon because we don't rent out courts**
- 5. Makes our business stronger so we are guaranteed to stay in Farmington**
- 6. Weber State University has approached us about using the facility for men's and women's tennis teams if we are allowed to expand**
- 7. We hire past students to be coaches. Most of them live right here in Farmington**
- 8. West Davis Corridor goes one block from us and there is a tall overpass that blocks our facility from view so it won't even be seen from the East or North.**
- 9. The expansion will reduce traffic on Shirley Rae Dr.**
- 10. Our neighbors have been contacted and are in favor of this request.**

## ACE ATHLETICS EXPANSION PROPOSAL

### Parking Study

After consultation with the General Contractor, the Civil Engineer, and the Salt Lake Tennis Club, we sat down and went through our projections along with reviewing our current parking statistics. It was determined that to be certain we could accommodate all new business we would need a maximum of 18 new parking stalls (including 2 for handicap parking). With this information our Civil Engineer designed the most efficient method to achieve this requirement. As illustrated in the attached site plan, we will have to relocate the existing detention pond over to the south west corner of the lot and use the area where the detention pond was for the new parking. This will also allow us to create an entrance on Glovers Lane which is what the residents on Shirley Rae Drive have suggested.

### Economic Impact

The expansion of the Ace Athletics Tennis Academy benefits the City of Farmington on several levels. First, it will generate a substantial increase in the property taxes paid by Ace Athletics. Second, it will create at least 6 new jobs, the majority of which will be Farmington residents. Third, participants at the academy will be spending additional dollars in the area before and after their training. A study by the United States Tennis Association (USTA) found that tennis academies generate an average of \$3.7 million in annual direct spending per facility. This direct spending supports an average of 70 jobs and creates an average of \$2.2 million in personal earnings. When indirect and induced spending are included, the total economic impact of tennis academies can be as high as \$6.6 million per facility.

While our facility is small in comparison to most, it still generates a significant amount of direct and indirect spending for local business owners. Plus, with the support of Farmington City we can continue to grow our business to be a superior program competing with other nationally recognized academies. Fourth, a successful tennis academy brings recognition and credibility to a community along with fulfilling a well documented demand for those services by the residents of Farmington City.

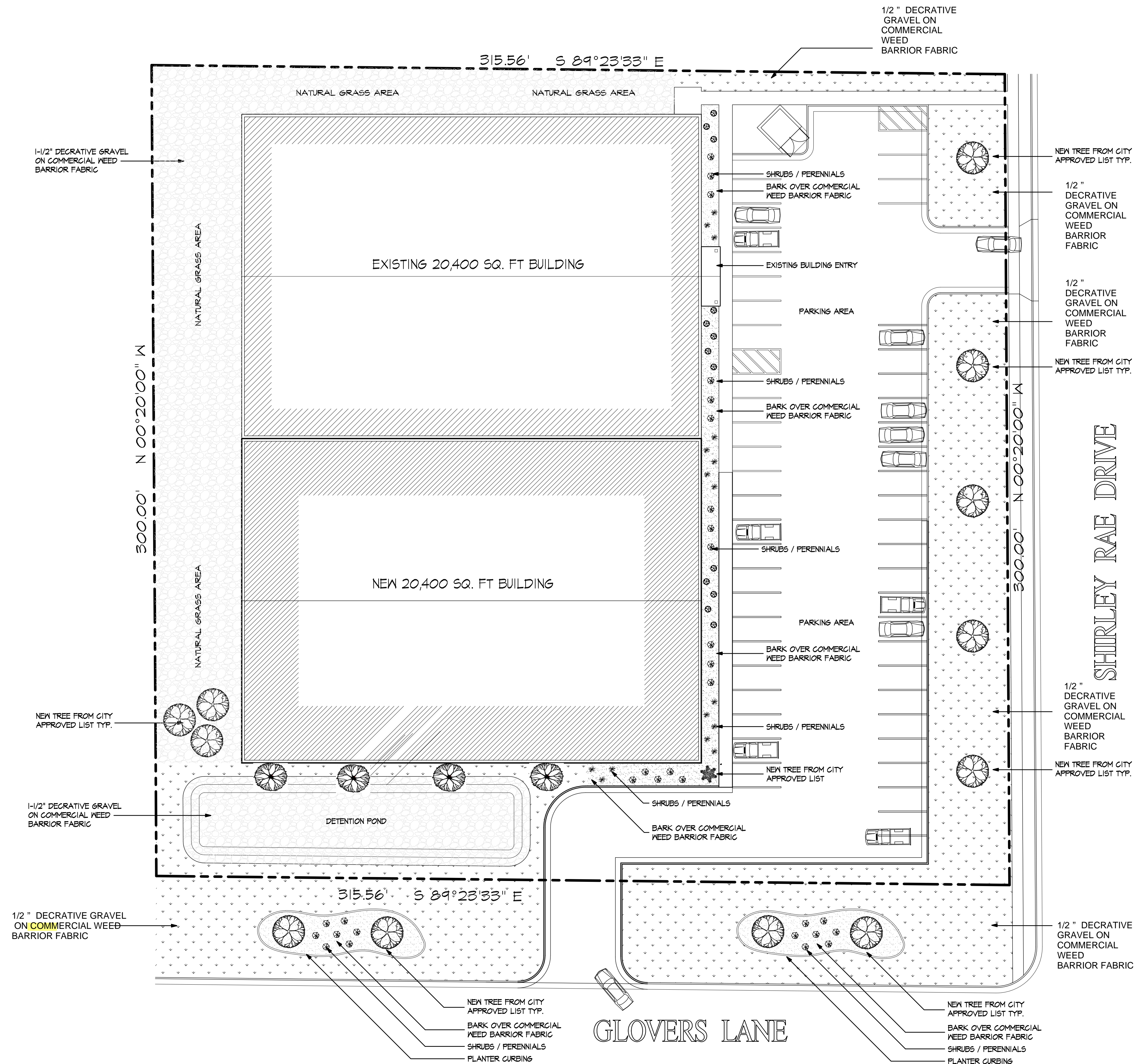




ACE ATHLETICS  
TENNIS ACADEMY

7





LANDSCAPE PLAN  
SCALE 1" = 20'-0"

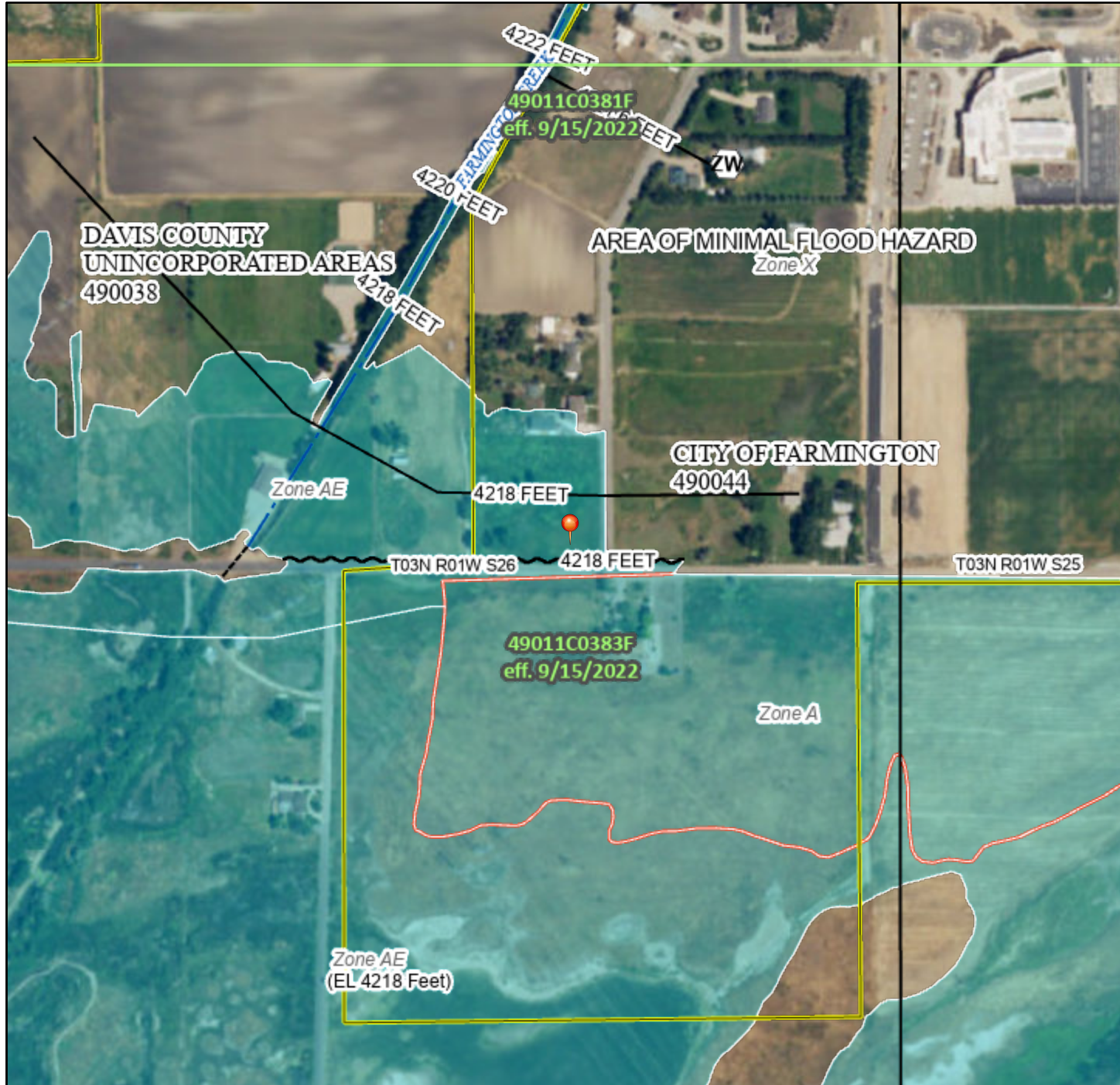
<b>LANDSCAPING PLAN</b>		<b>L</b>
<b>RIDGELINE DESIGN</b> ARCHITECTS 2485 Grant Ave. suite 105 Ogden, Ut. 84401 Phone 801-392-6882 Fax 801-621-1494		
date 06-16-2023 job no 2305 project <b>ACE ATHLETICS TENNIS ACADEMY ADD.</b> 874 SOUTH SHIRLEY RAE DRIVE	revisions	FARMINGTON, UT



# National Flood Hazard Layer FIRMMette



111°55'10"W 40°58'9"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

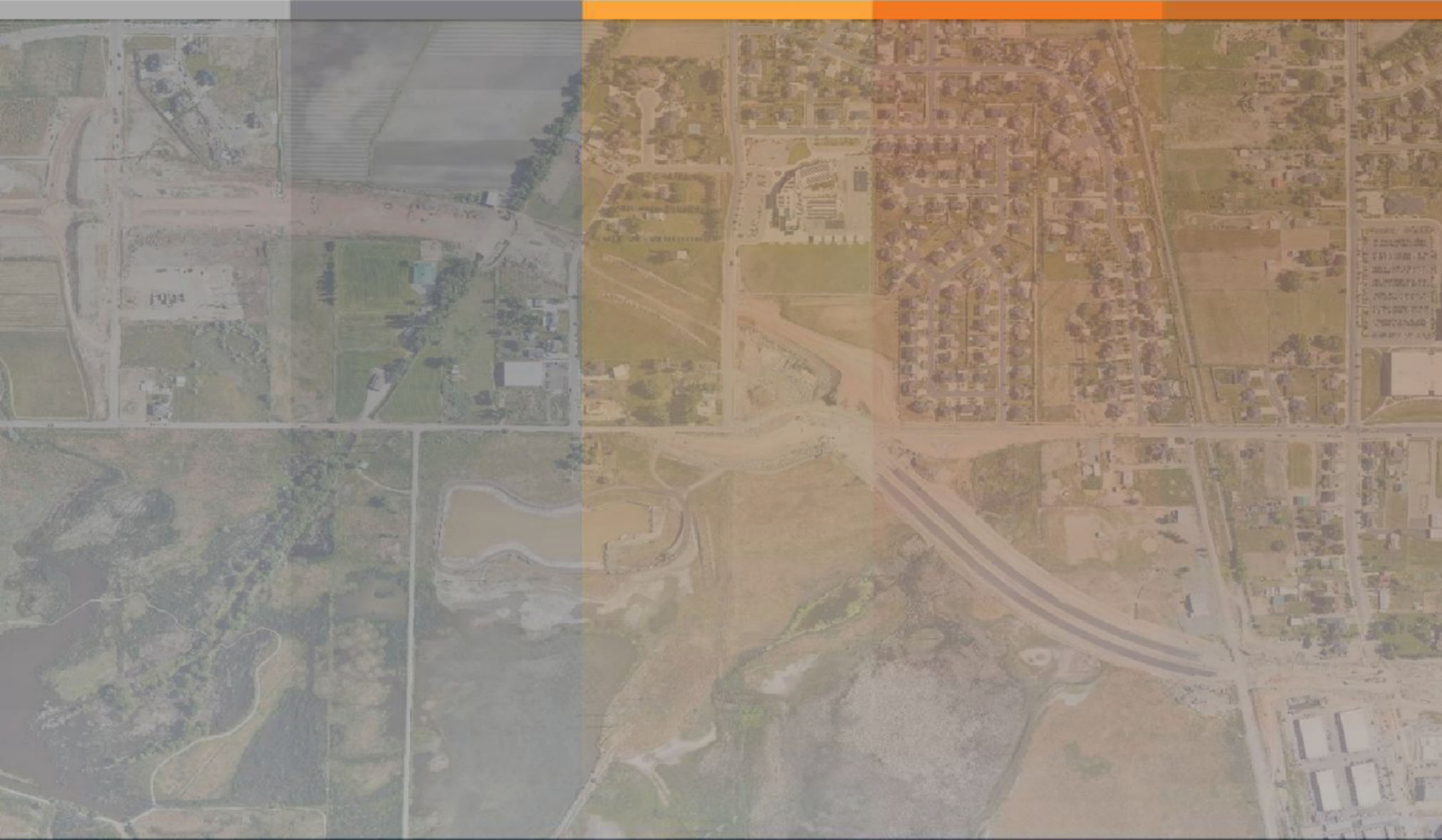
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/12/2023 at 3:55 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

111°54'33"W 40°57'42"N



# FARMINGTON ACE ATHLETICS TIS FARMINGTON, UT

MAY 25, 2023

PROJECT # UT-7848-23



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# Introduction and Summary

## PURPOSE OF REPORT AND STUDY OBJECTIVES

The purpose of this Traffic Impact Study (TIS) is to identify the traffic impacts for the proposed development, located in Farmington, Utah. The study objectives are to define the study intersections, estimate trip generation and distribution for the site before and after development, analyze AM and PM peak traffic conditions with and without the project traffic in 2024, analyze parking lot capacity, and recommend improvements to mitigate traffic impacts if necessary.

## EXECUTIVE SUMMARY

**Site Location and Study Area** – The site for the Ace Athletics Tennis Academy is located at the northwest corner of Glovers Lane and Shirley Rae Drive (see **Figure 1**). The development is just west of the future West Davis Corridor. This study intends to address the potential impacts of the development on the following intersections:

- 1525 West & Glovers Lane
- 1100 West & Glovers Lane
- 650 West & Glovers Lane
- Shirley Rae Drive & Existing Project Access

**Development Description** – The development currently has three indoor tennis courts, and there is a proposed facility expansion project to add three more indoor tennis courts, bringing the total to six with additional parking spaces to accommodate the increased vehicles. The expansion project includes a new access on Glovers Lane in addition to the existing access on Shirley Rae Drive.

## CONCLUSIONS AND RECOMMENDATIONS

1. Existing Conditions – The following study intersections operate at an acceptable LOS with 650 West & Glovers Lane having a delay of 24.7 seconds per vehicle
2. The proposed development is estimated to generate approximately 91 new external daily trips with 13 trips during the PM peak hour. Institute of Transportation Engineers (ITE) Manual does not account for AM Peak hour trips they were assumed be the same as the PM Peak hour
3. For existing conditions plus project scenario all intersections function at an acceptable LOS with minimal impact to Glovers Lane & South Project access.
4. For the 2024 background scenario, all study intersections function at an acceptable LOS
5. For 2024 background plus project scenario, all study intersections function at an acceptable LOS
6. For 2024 background plus project plus West Davis completion scenario, all study intersection function at an acceptable LOS

## Proposed Development

### SITE LOCATION

The site for the Ace Athletics Tennis Academy development is located on the northwest corner of Shirley Rea Drive & Glovers Lane in Farmington, Utah (see **Figure 1**).

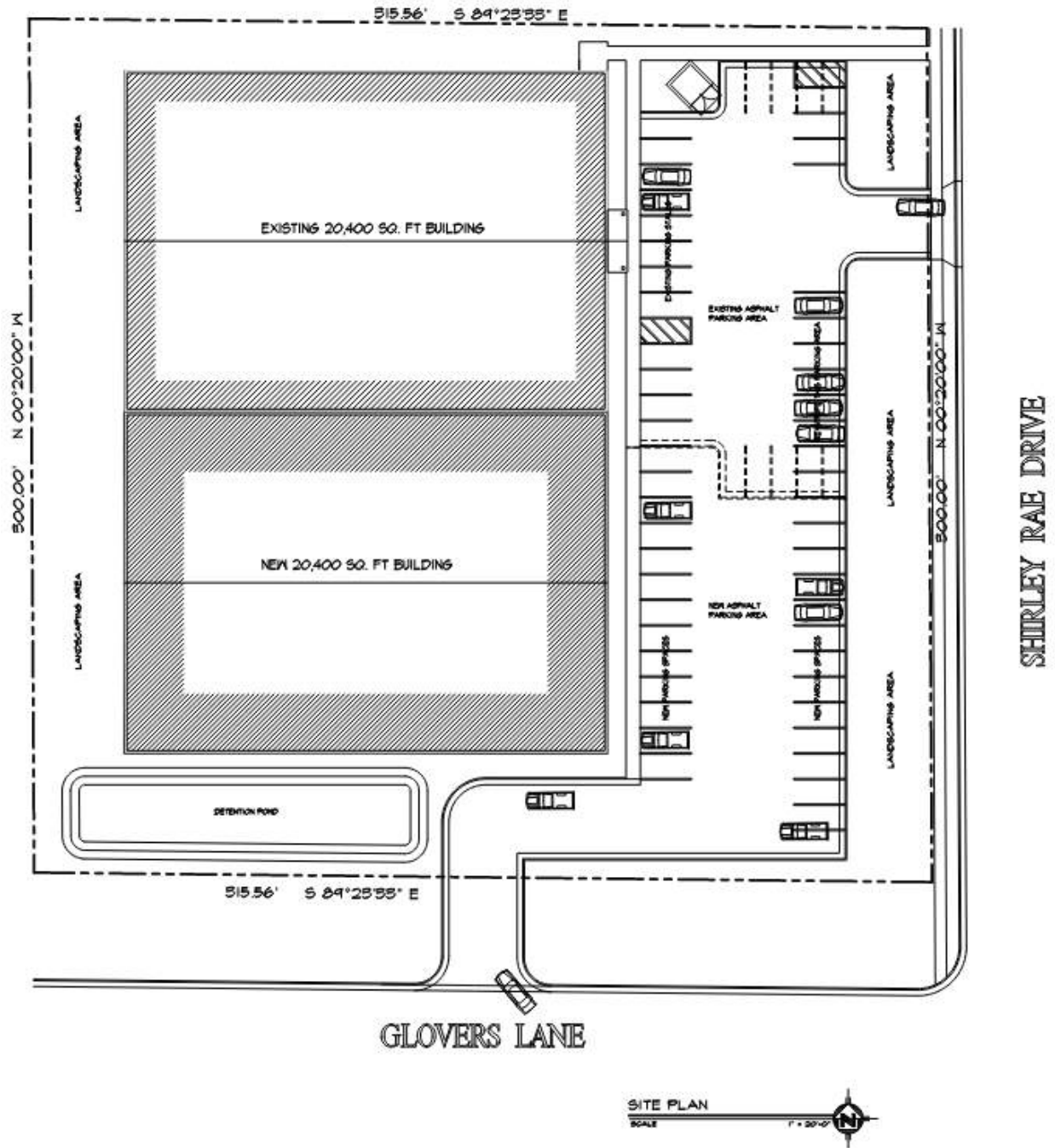
**Figure 1: Project Location**



### SITE PLAN AND PREFERRED ACCESS

The site currently has one access on Shirley Rae Drive, a second access is proposed on Glovers Lane. Additional parking will be added south of the existing parking lot. The site plan is shown in **Figure 2**.

Figure 2: Site Plan



## Study Area Conditions

### STUDY AREA

The roadways potentially impacted by the development are Glovers Lane, 1525 West, 1100 West, Shirley Rae Drive, and 650 West. The functional classification of roadways surrounding the project area and speed limits are listed in the description below.

#### Roadway Descriptions:

- Glovers Lane: An east/west running road classified as a minor collector with a speed limit of 35 mph. This minor collector is a two-lane roadway that has a dedicated lane in each direction.
- 1525 West: A north/south running road classified as a minor collector with a speed limit of 35 mph. This minor collector is a two-lane roadway that has a dedicated lane in each direction.
- 1100 West: A north/south running road classified as a minor collector with a speed limit of 35 mph. This minor collector is a two-lane roadway that has a dedicated lane in each direction.
- 650 West: A north/south running road classified as a minor collector with a speed limit of 35 mph. This minor collector is a two-lane roadway that has a dedicated lane in each direction.
- Shirley Rae Drive: A north/south running road classified as a local road with a speed limit of 25 mph. This local road is a two-lane roadway that has a dedicated lane in each direction.

#### Intersection Descriptions:

- 1525 West & Glovers Lane: A “T” intersection that is stop-controlled, with the north leg of traffic being stop controlled. All approaches have the same lane geometry, they are all a shared left-thru-right lane.
- 1100 West & Glovers Lane: A “T” intersection that is stop-controlled, with the north leg of traffic being stop controlled. All approaches have the same lane geometry, they are all a shared left-thru-right lane. The west side of the intersection was closed because of ongoing construction for the West Davis Corridor project in the surrounding area.
- 650 West & Glovers Lane: A signalized intersection with all approaches having the same lane geometry, they all have a dedicated left-turn lane with a shared thru-right.



# Analysis of Existing Conditions

## STUDY INTERSECTION LEVEL OF SERVICE

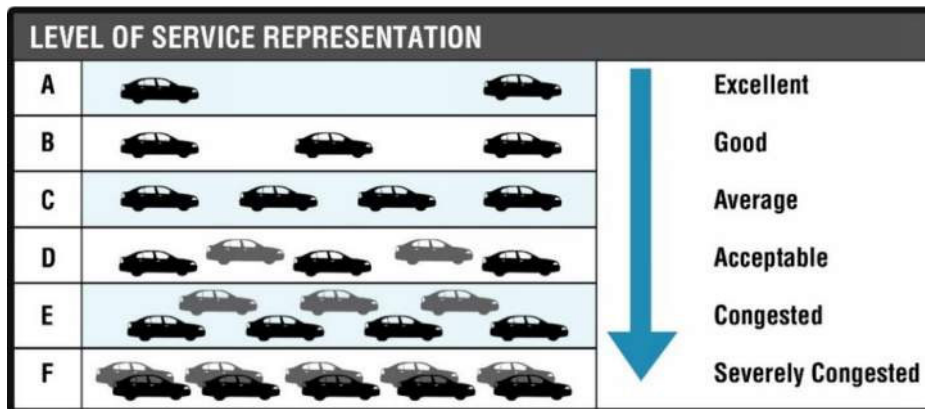
Level of Service (LOS) is a term used by the *Highway Capacity Manual* (HCM) to describe the traffic operations of an intersection, based on congestion and delay. It ranges from LOS A (almost no congestion or delay) to LOS F (traffic demand is above capacity and the intersection experiences long queues and delay). LOS C is generally considered acceptable for rural intersections, while LOS D is acceptable for urbanized intersections. LOS E is the threshold when the intersection reaches capacity. For two-way stop-controlled intersections, average intersection-wide delay and LOS are not defined by the HCM. **Table 1** summarizes LOS delay criteria for stop-controlled movements at unsignalized and signalized intersections. A visual representation of this is shown in **Figure 3**.

**Table 1: Level of Service Criteria**

Level of Service	Average Control Delay	
	Signalized	Unsignalized
A	≤ 10	≤ 10
B	> 10 – 20	> 10 – 15
C	> 20 – 35	> 15 – 25
D	> 35 – 55	> 25 – 35
E	> 55 – 80	> 35 – 50
F	> 80	> 50

Source: Highway Capacity Manual (HCM) 2010

**Figure 3: LOS Example**



**DATA COLLECTION**

AM and PM traffic counts were collected on the 9<sup>th</sup> of May 2023 for the following intersections:

- 1525 West & Glovers Lane
- 1100 West & Glovers Lane
- 650 West & Glovers Lane
- Shirley Rae Drive & Existing Project Access

During the traffic data collection period, a section of Glovers Lane between 1100 West and Shirley Rae Drive was closed due to the installation of an irrigation line. As a result, traffic was redirected north at 1100 West to Clark Lane and then west to 1525 West. To estimate the roadway volumes for this closed section, data from UDOT’s Functional Class (ALRS) Data Portal site were utilized for modeling and interpolation purposes.

[UDOT Functional Class \(ALRS\) Data Portal](#) site provided an Annual Average Daily Traffic (AADT) of 514 vehicles on Glovers Lane as seen in **Table 2**. Based on this data, it was estimated that Glovers Lane would have around 51 vehicles during the PM peak hour. To address the temporary road closure of Glovers Lane, the collected traffic counts were redistributed. It was determined that approximately two-thirds of the collected traffic volumes from 1525 West were redistributed to 1100 West due to the road closure.

West Davis Corridor has permanently closed thru traffic on Shirley Rae Drive, resulting in a dead-end street that is 600 feet in length from Glovers Lane to the end of the street. This closure is permanent, and Shirley Rae Drive now serves as a local road to five residential homes and the current entrance to Ace Athletics Academy.

**Table 2: UDOT's Functional Class (ALRS) Data**

Roadway	2020 AADT	2019 AADT	2018 AADT	2017 AADT
<b>Glovers Lane (MP 0.314 – 1.983)</b>	459	514	505	500

## EXISTING INTERSECTION OPERATIONS

In May 2023, Horrocks obtained traffic turn movement counts for the AM and PM peak hours at the study intersections. The balanced traffic turning movements are shown in **Figure 4**. All intersections perform at an acceptable LOS with no significant delays during the peak hours, as shown in **Table 3**.

**Table 3: Existing Peak Hour Traffic Analysis**

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
1	1525 West & Glovers Lane	8.7	A	8.8	A
2	Shirley Rae Drive & Project Access	8.7	A	8.4	A
3	1100 West & Glovers Lane	9.7	A	9.2	A
4	650 West & Glovers Lane	14.0	B	14.3	B

*Source: HCM Methodologies using PTV Vistro Software  
Control delay for unsignalized intersections shown for the worst approach only per the HCM.*

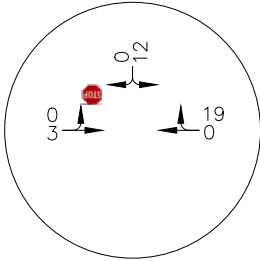
## MITIGATIONS

No recommended mitigations at this time.

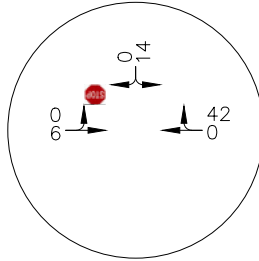




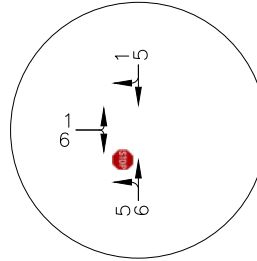
1 AM PEAK HOUR



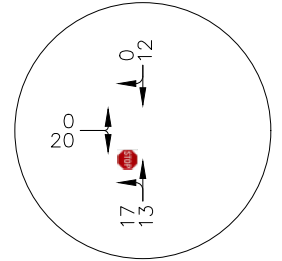
1 PM PEAK HOUR



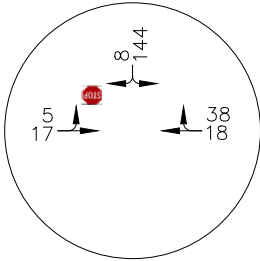
2 AM PEAK HOUR



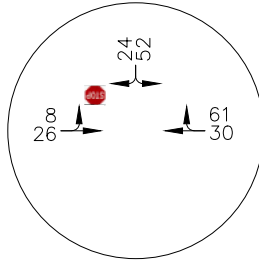
2 PM PEAK HOUR



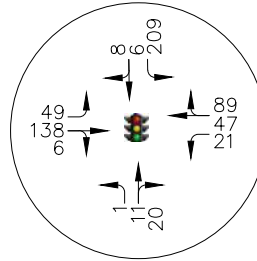
3 AM PEAK HOUR



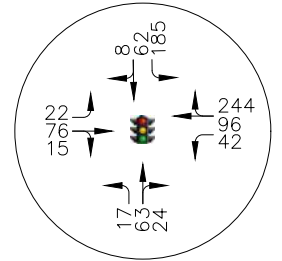
3 PM PEAK HOUR



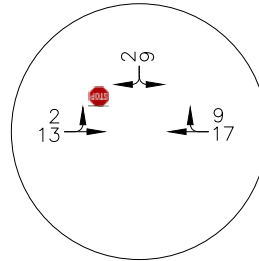
4 AM PEAK HOUR



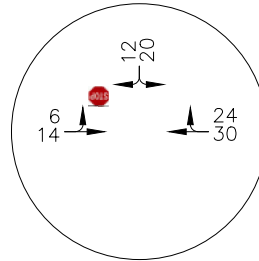
4 PM PEAK HOUR



5 AM PEAK HOUR



5 PM PEAK HOUR



## Project Traffic Volumes

Project traffic volumes were estimated and distributed using the industry-standard trip generation literature and using existing traffic counts and engineering judgment to distribute project traffic to the existing road network.

### TRIP GENERATION

The trip generation was estimated using the *ITE Trip Generation Manual 11<sup>th</sup> Edition*. The following land use from the manual was used:

- *Tennis Courts (ITE 490) - Tennis courts are indoor or outdoor facilities specifically designed for playing tennis. Tennis courts can either be public or private facilities and do not typically include any ancillary facilities other than limited spectator seating.*

Based on the ITE methodology, the development within the study area is estimated to generate approximately 91 new external trips, with 13 trips occurring during PM peak hours, respectively. Since the Institute of Transportation Engineers (ITE) Trip Generation manual does not have an AM peak hour trip generation rate, the assumption was made that the number of trips generated during the AM peak hour would not exceed the PM peak hour trips. Copies of the ITE Trip Generation 11<sup>th</sup> Edition land use description and rates used in this project are in the APPENDIX. **Table 4** contains a summary of the calculated trip generation for the project.

**Table 4: ITE Trip Generation**

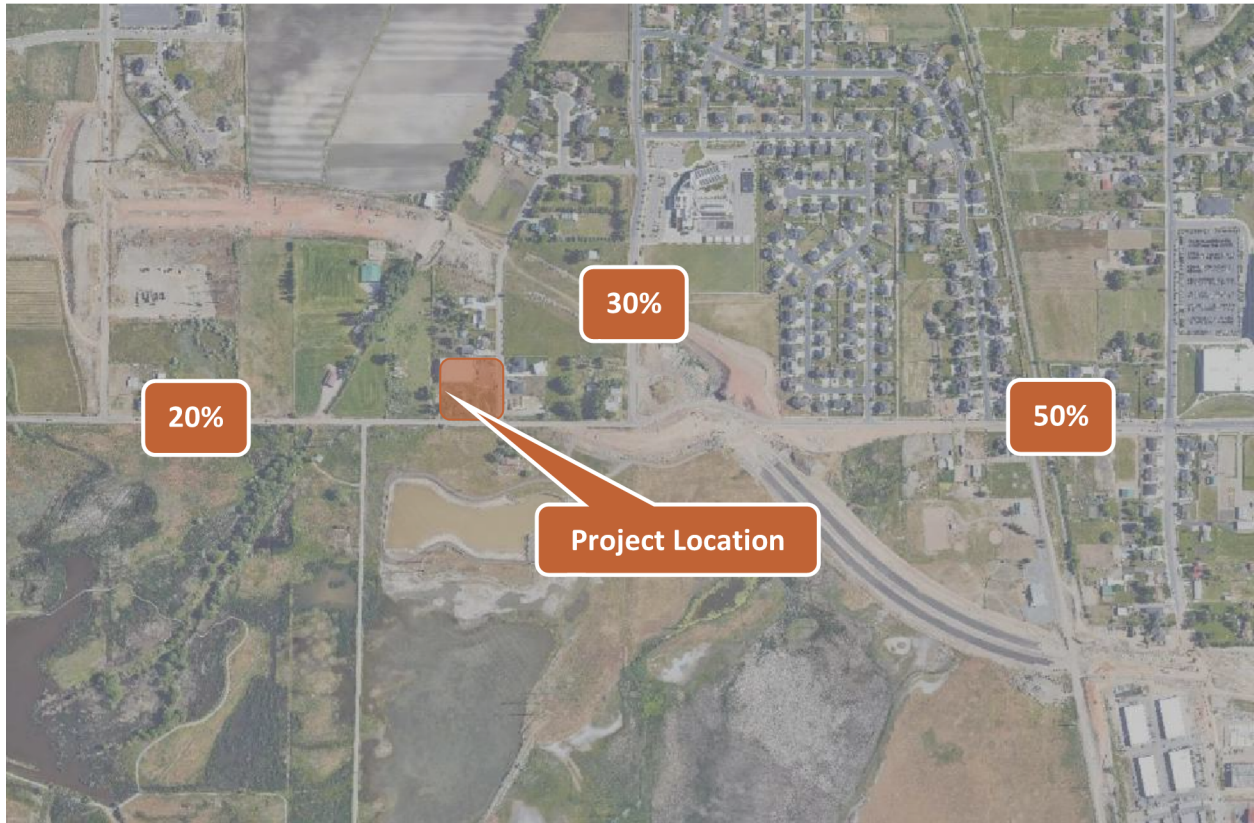
Ace Athletics Tennis Academy Traffic Impact Study							
Variable	Quantity	Daily			PM Peak Hour		
		Total	In	Out	Total	In	Out
<b>Tennis Courts (ITE 490)</b>		<b>30.32</b>	50%	50%	<b>4.21</b>	50%	50%
Number of Tennis Courts	3	91	45	45	13	6	6
<b>Total New Trips</b>		<b>91</b>	<b>45</b>	<b>45</b>	<b>13</b>	<b>6</b>	<b>6</b>

[ITE Trip Generation 11th Edition](#)

## TRIP DISTRIBUTION

The estimated new trips from the proposed development were distributed onto the roadway network based on the proposed site access locations, existing turning movements, traffic patterns, and proximity to major roadways, as shown in **Figure 5**.

**Figure 5: Trip Distribution**



## PARKING LOT CAPACITY ANALYSIS

The parking generation was estimated using the *ITE Parking Generation Manual 5<sup>th</sup> Edition*. The following land use from the manual was used:

- *Tennis Court (ITE 490) - Tennis courts are indoor or outdoor facilities specifically designed for playing tennis. Tennis courts can either be public or private facilities and do not typically include any ancillary facilities other than limited spectator seating.*

According to the ITE methodology, it is estimated that the development in the study area will require approximately 37 parking stalls. Copies of the ITE Parking Generation 5<sup>th</sup> Edition land use descriptions and rates used in this project are in the APPENDIX. **Table 5** contains a summary of the calculated parking generation for the project.

The proposed project parking spaces shown in **Figure 2** exceed the ITE recommended parking stalls and provides adequate parking for the project expansion.

**Table 5: ITE Parking Generation**

Ace Athletics Tennis Academy Parking Analysis		
Variable	Quantity	Minimum Parking
		Total
<b>Tennis Courts (ITE 490)</b>		<b>6.2</b>
Number of Courts	6	37
<b>Parking Stall Requirements</b>		<b>37</b>

[ITE Parking Generation 5th Edition](#)



## ANALYSIS OF EXISTING PLUS PROJECT CONDITIONS

Project traffic was added to the existing background traffic to create an existing plus traffic scenario, as shown in **Figure 6**. Study intersections were analyzed and all function at an acceptable LOS as shown in **Table 6**. The intersection with the highest delay is 650 West and Glovers Lane operating at a LOS B with a delay of 24.7 seconds per vehicle at the southbound left movement.

With West Davis Corridor currently under construction, an analysis was conducted on the project with and without the completed corridor. During this analysis, a notable change was identified: the relocation of the intersection 1100 West & Glovers Lane to the east and being constructed as a roundabout instead of a two-way stop-controlled intersection as shown in **Figure 6**.

The proposed site plan for the development on Glovers Lane includes a new access point. In the analysis conducted, it was assumed that this new access would serve as the main entrance for the site. New project traffic generated by the project site is shown in **Figure 7**.

**Table 6: Existing Plus Project Conditions**

Intersection Number	Intersection Number	AM Peak Hour			PM Peak Hour		
		Average Control Delay (sec/veh)	Level of Service	Difference	Average Control Delay (sec/veh)	Level of Service	Difference
<b>Existing Plus Project Conditions</b>							
1	1525 West & Glovers Lane	8.7	A	0.0	8.8	A	0.0
2	Shirley Rae Drive & Project Access	8.6	A	-0.1	8.4	A	0.0
3	1100 West & Glovers Lane	9.8	A	0.1	9.2	A	0.0
4	650 West & Glovers Lane	14.0	B	0.0	14.3	B	0.0
5	Glovers Lane & Project Access	8.8	A	-	9.1	A	-

Source: HCM Methodologies using PTV Vistro Software  
 Control delay for unsignalized intersections shown for the worst approach only per the HCM.  
 Difference compares the existing conditions to the Existing Plus project conditions

## MITIGATIONS

No mitigations are recommended currently.

Hi Lyle,

We've reviewed the traffic impact study and agree with the overall findings that all of the study intersections will function at an acceptable LOS under all scenarios.

There were a few study elements/assumptions noted below that should be updated, but we don't think that these updates would significantly alter the study findings.

1. City traffic counts of daily volumes on Glover's Lane in 2018 were +/- 900 vs. the 505 reported in the study. UDOT's AADT volumes are notoriously inaccurate for facilities like this.
2. Based on the study's AM & PM peak hour counts at the existing Ace project access, the actual AM peak hour trip gen is 12 (6 in, 6 out) and the **PM peak hour trip gen is 37 (17 in, 20 out)** for the existing facility (3 courts). The ITE trip gen estimate of 13 trips is actually low compared to the actual trip gen of the facility. The study should have doubled the existing trip gen (3 courts to 6), which would result in 24 (12 in, 12 out) AM peak hour trips and 74 (34 in, 40 out) PM peak hour trips being generated vs 13. The main thing here is how this impacts LOS at the project access points and other study intersections. It will lower the overall level's of service but shouldn't impact things to a point where additional mitigation (turn lanes or signalization) would be needed.
3. Looking at the current site plan, we recommend one important change (see attached).

Thanks,  
Tim



**Tim Taylor, PE, PTOE**  
Wall Consultant Group

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**SIMPLIFIED  
LANDSCAPING**

www.simplifiedlandscape.com

## Maintenance Estimate

Estimate No: 6541

Date: 7/10/2023

**Customer:**

Ace Athletics Tennis Academy, LLC  
784 S Shirley Rae Dr.  
Farmington, UT 84025

**Project:**

Ace Athletics Tennis Academy  
784 S Shirley Rae Dr.  
Farmington, UT 84025

**Simplified  
Landscaping  
Contact:**

Leif Handy

**Email:**

leif@simplifiedlandscape.com

**Cell Phone:**

801-564-9559

Summer Maintenance Package April - October 2024. (Site will need to be walked once the project is complete and checked for actual property dimensions. Adjustments to service and or pricing will be updated at that time.)

Snow Services bid separately.

## Contract Summary

	Rate	Qty	Total
<b>Weekly Maintenance</b>			
<b>Weekly Maintenance</b>	\$85.00	28	\$2,380.00
<ol style="list-style-type: none"> <li><b>Debris/Trash Removal:</b> Light trash removal will occur to all turf areas prior to mow.</li> <li><b>Mowing:</b> Weekly mowing at a height of 3 1/2", with all grass clippings to be mulched by mower.</li> <li><b>Edging/Trimming:</b> Turf borders along sidewalks will be edged on a bi-weekly basis. Trimming to be completed on as needed basis around all obstacles (beds, tree rings, etc) in turf areas.</li> <li><b>Blowing:</b> Blowing of all hard surfaces will occur weekly (only clippings or other debris caused by mowing services).</li> <li><b>Bed Maintenance:</b> Removal of all weeds billed hourly.</li> </ol>			
<b>Turf Aeration</b>			
<b>Aeration</b>	\$65.00	1	\$65.00
Core aeration to all turf areas. This service will be performed between March-May. Does not include the cost of picking up the plugs.			



<b>Spring Clean up</b>			
<b>Spring Clean up</b> This is a one-time clean up. This service includes weeding and trimming of perennials and shrubs in all planter beds. It also includes leaf and trash/debris clean up in all turf areas.	\$400.00	1	\$400.00
<b>Fall Clean up</b>			
<b>Fall Cleanup</b> This is a one-time clean up. This service includes weeding and trimming back of perennials and shrubs in all planter beds. It also includes leaf and trash/debris clean up in all turf areas.	\$400.00	1	\$400.00
<b>Shrub Pruning</b>			
<b>Shrub Pruning</b> 1. <b>Shrub Pruning:</b> Pruning of shrubs will be done on an as-needed basis. Pruning shall be performed on all shrubs to keep them healthy and neat in appearance. (up to 3 occurrences)	\$200.00	2	\$400.00
<b>Fertilizer &amp; Weed Control</b>			
<b>Spring Fertilization</b> Liquid blanket spray application to all turf areas. Includes pre-emergent and crab grass control.	\$65.00	1	\$65.00
<b>Grub Control</b>  Grub control application before the summer heat.	\$65.00	1	\$65.00
<b>Early Summer Fertilization</b> Granular fertilizer application to be applied to all turf areas.	\$65.00	1	\$65.00
<b>Summer Fertilization</b> Granular fertilizer application to be applied to all turf areas.	\$65.00	1	\$65.00
<b>Fall Fertilization</b> Granular fertilizer application to be applied to all turf areas.	\$65.00	1	\$65.00
<b>Spot Spray</b> Spot spray for weeds with backpack sprayer.	\$65.00	1	\$65.00
<b>Irrigation Management</b>			
<b>Irrigation System Start Up</b> Charge up irrigation system. Check system, zone by zone for problems. Check spray pattern and make necessary adjustments. Set timer for current season watering.	\$125.00	1	\$125.00
<b>Irrigation System Winterization</b> Winterize irrigation system by blowing out system with compressed air and or draining lines to prevent freeze breaks. This process will help with the prevention of freeze breaks, but this is not guaranteed.	\$125.00	1	\$125.00
<b>Total</b>			<b>\$4,285.00</b>
<b>Total</b>			<b>\$4,285.00</b>

This bid is valid for 30 days from the above stated date. After 30 days, please contact your account manager for updated pricing.





## Additional Services not Included in Contract

Optional Services	Rate	Qty	Total
Annuals (per flat)	\$75.00	0	\$0.00
Day Porter Services	\$65.00	0	\$0.00
Irrigation Repair	\$75.00	0	\$0.00

### TERMS & CONDITIONS

1. **Services and Pricing:** Unless stated otherwise, all supplies, labor, equipment and/or materials necessary to perform this work (specified in this estimate under "contract summary") shall be provided for the total sum of \$4,285.00 and monthly amount of \$612.14.
2. **Payment:** Invoices shall be sent on or about the first day of each month for that month's services and will be due by the end of that month (NET 30).
3. **Additional Work or Services:** Any additional labor, material, and or services at the request of the customer which are not covered or specified in this estimate, will be deemed as additional services and will be billed separately on a time and material basis.
4. **Fees:** A service charge of 1.5% per month or 18% per annum applies to unpaid past due balance, plus reasonable attorney's fees and costs to the prevailing party if collection is necessary.
5. **Terms of Contract:** This proposal is valid only if counter signed and returned to Simplified Landscaping, LLC, by October 31, 2023. This contract/estimate is valid between the dates of April 1, 2024 to October 31, 2024. This contract/estimate will be automatically renewed for successive equal periods, unless terminated by either party by not less than a 30-day written notice prior to the end of the specified period.
6. **Site Conditions:** Customer or owner of the property shall indemnify Simplified Landscaping, LLC for any liability arising from or for any damage to equipment or injury to persons caused by latent defects or hazardous substances on the property, whether natural or man-made.
7. **Guarantees:** Simplified Landscaping, LLC guarantees plant materials, sprinkler materials and workmanship on the terms set forth below. **THIS EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHICH GUARANTEES ARE DISCLAIMED BY Simplified Landscaping, LLC**
  - a. **Construction and Lighting:** All construction and lighting work completed by Simplified Landscaping, LLC, is guaranteed for a period of one (1) year.
  - b. **Plant Material:** When plant material has been paid for as per agreement, and reasonably cared for by customer, Simplified will replace any dead or dying plant purchased from and planted by us for a period of one year. \_\_\_ No replacement will be given on plants abused or neglected or lost from natural causes such as hail, wind, severe freezes (or others acts of God), animal or insect damage.
  - c. **Irrigation System:** The sprinkler system materials and workmanship are guaranteed for one (1) year from completion. Regular cleaning, adjustment of the sprinkler heads, and programming of the controller is customer's responsibility. Freeze damage is guaranteed only through a separate agreement on our winterization program. Vandalism or damage to the sprinkler system beyond our control is excluded.
  - d. **Items not covered under guarantee:** Annuals, perennials, items planted or provided by customer, erosion damage, seeded lawn planted after October 15<sup>th</sup>.

Withholding of all or part of payment due under this agreement automatically voids any guarantee.






**Customer/Property Owner:**

Printed Name: Scott Adamson

Title (Owner if Homeowner) OWNER

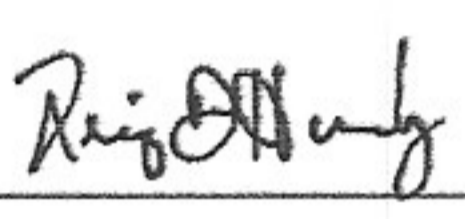
Signature: 

Date: 7/10/23

**Contractor: (Simplified Landscaping, LLC)**

Printed Name: Leif Handy

Title: Owner

Signature: 

Date: 7/10/2023

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

**DEVELOPMENT AGREEMENT**  
**FOR THE ACE ATHLETICS TENNIS FACILITY**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **ACE ATHLETICS HOLDING, LLC**, a limited liability company of the State of Utah, hereinafter referred to as the “Developer.”

**RECITALS:**

A. Developer owns approximately 2.17 acres of land located within the City, which property is more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”).

B. Developer desires to develop a project on the Property to be known as the (the “Project”). Developer has submitted an application to the City seeking approval to be included in the AP District to permit alternate development standards in accordance with the City’s Laws.

C. The City finds that the “Project” meets the purposes of the AP District as it produces non-residential and non-agriculture development which enhances the purposes of the Agricultural zones and will allow for sustainable and economically viable development which will enhance the community at large while ensuring orderly planning of the Property and furthering the objectives of the Farmington City General Plan.

D. The Property is presently zoned under the City’s zoning ordinance as Agricultural (A). Unless otherwise specified within this agreement, the Property is subject to all City ordinances and regulations including the provisions of the City’s General Plan, the City’s zoning ordinances, the City’s engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the “City’s Laws”).

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 Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to or in lieu of those contained in the City’s Laws. This Agreement is wholly contingent upon the approval of that zoning application.

## AGREEMENT

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

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

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

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

4. **General Development Plan.** The approved General Development Plan (the “GDP”) for the entire Project is attached hereto as Exhibit “B” and incorporated by reference. All portions of the Project must be developed in accordance with the approved GDP. No amendment or modifications to the approved GDP shall be made by the Developer without written consent of the City. The Project shall be developed by Developer in accordance with all requirements contained herein. Any changes to the GDP that require an exception from approved development standards not otherwise addressed in this Agreement shall be considered by the City Council as an amendment to this Agreement, following the process established by Utah law for approval.

5. **Alternative Development Standards.** Pursuant to Utah Code Ann. § 10-9a-532(2)(a)(iii), this Development 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, overrides those conflicting standards as it relates to this Project, as follows:

a) **Lot Coverage.** Developer shall be permitted a lot coverage not to exceed 44% of the property identified in Exhibit “A”. “Lot coverage” means the area of the property occupied by buildings.

b) **Parking.** Developer shall provide a minimum of 50 improved parking stalls as shown in Exhibit “B”.

c) **Architecture.** Building construction shall resemble use of materials and colors as shown in the Artistic Rendering included in Exhibit “B”. Likewise building height and form shall match the plans and elevations included in Exhibit “C”. The rock element on the bottom of the facades shall be installed as shown in the exhibits and shall at a minimum be incorporated along the base of the eastern façade for both the new and existing building. The rock element shall also be incorporated along the south façade of the new building.

**d) Landscaping.** Landscaping shall cover a minimum of 15% of the property. Landscaping shall meet Farmington City Water Efficient Landscaping Requirements and shall be installed as indicated in the included Landscape Plan provided in Exhibit “B”.

**e) Allowed Uses.** In addition to the uses allowed by the underlying zoning district, the following use shall be allowed on the Property and shall be considered a Permitted Use. Uses not listed may only be considered through an addendum to this Agreement, unless the Farmington City Planning Commission determines the use to be similar enough in nature and impact to the uses listed below. This consideration by the Planning Commission is an interpretation of Ordinance and this agreement, not to be confused with a Conditional Use approval.

- i) Indoor Sports Court for Commercial or Private use (gymnasium, basketball, tennis, etc.)
- ii) Private school

**6. Developer Obligations.** In consideration of the exceptions to code provided by this Agreement, Developer acknowledges that certain obligations go beyond ordinary development requirements and restricts the Developer’s rights to develop without undertaking these obligations. Developer agrees to the following provisions as a condition for being granted the zoning approval and exceptions under the code sought:

**a) Glovers Lane.** Developer has previously contributed funding for the installation of right of way improvements along Glovers Lane. With the final design of the Project, Developer shall design the right of way improvements adjacent to the Property.

**b) Landscaping.** Developer shall complete landscaping where indicated in the plans included in Exhibit B in compliance with Farmington City Code Chapter 11-7.

**c) Architectural Requirements.** Buildings shall be substantially similar to those included with the plans in Exhibit B in terms of size, height, location/placement. Use of materials and colors shall be consistent with and similar to the existing building.

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

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

**9. Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000.00) and naming the City as an additional insured. Alternatively, Developer may provide proof of self-insurance with adequate funds to cover such a claim.

**10. Governmental Immunity.** The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

**11. 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.

**12. Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. The Developer is affirmatively permitted to assign this Agreement to a wholly owned subsidiary under the same parent company.

**13. Developer Responsible for Project Improvements.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. City shall have no maintenance responsibility in relation to the property owned by Developer and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection 20.b) of this Agreement, unless specifically terminated in writing.

**14. Onsite Improvements.** At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water improvements installed within public rights-of-way sufficient for the development of the Project in accordance with City Code.

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

To Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**17. 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.

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

to submit a development application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

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

**20. Termination.**

a) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within five (5) years from the date of this Agreement or if Developer does not comply with the City's laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 6 and 7 of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

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

**22. 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) **Interlocal Agreement Approvals.** This Agreement constitutes an interlocal agreement under Chapter 11-13 of the Utah Code. It shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable



provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

c) **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.

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

e) **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.

f) **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.

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

h) **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.

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

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

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

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

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

**n) 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 District Court of the State of Utah with jurisdiction over Davis County, Farmington Division.

**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**

**Ace Athletics Holding LLC**

\_\_\_\_\_  
Print Name & Office

\_\_\_\_\_  
Signature

STATE OF UTAH                    )  
  : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me, \_\_\_\_\_, who being by me duly sworn, did say that (s)he is a \_\_\_\_\_ of \_\_\_\_\_, a limited liability company of the State of Utah, and that the foregoing instrument was signed on behalf of said company by an authorized signor, and duly acknowledgment to me that (s)he executed the same.

\_\_\_\_\_  
Notary Public

**FARMINGTON CITY**

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

Attest:

\_\_\_\_\_  
DeAnn Carlile  
City Recorder

STATE OF UTAH            )  
  : ss.  
COUNTY OF DAVIS        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 political subdivision of the State of Utah, 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

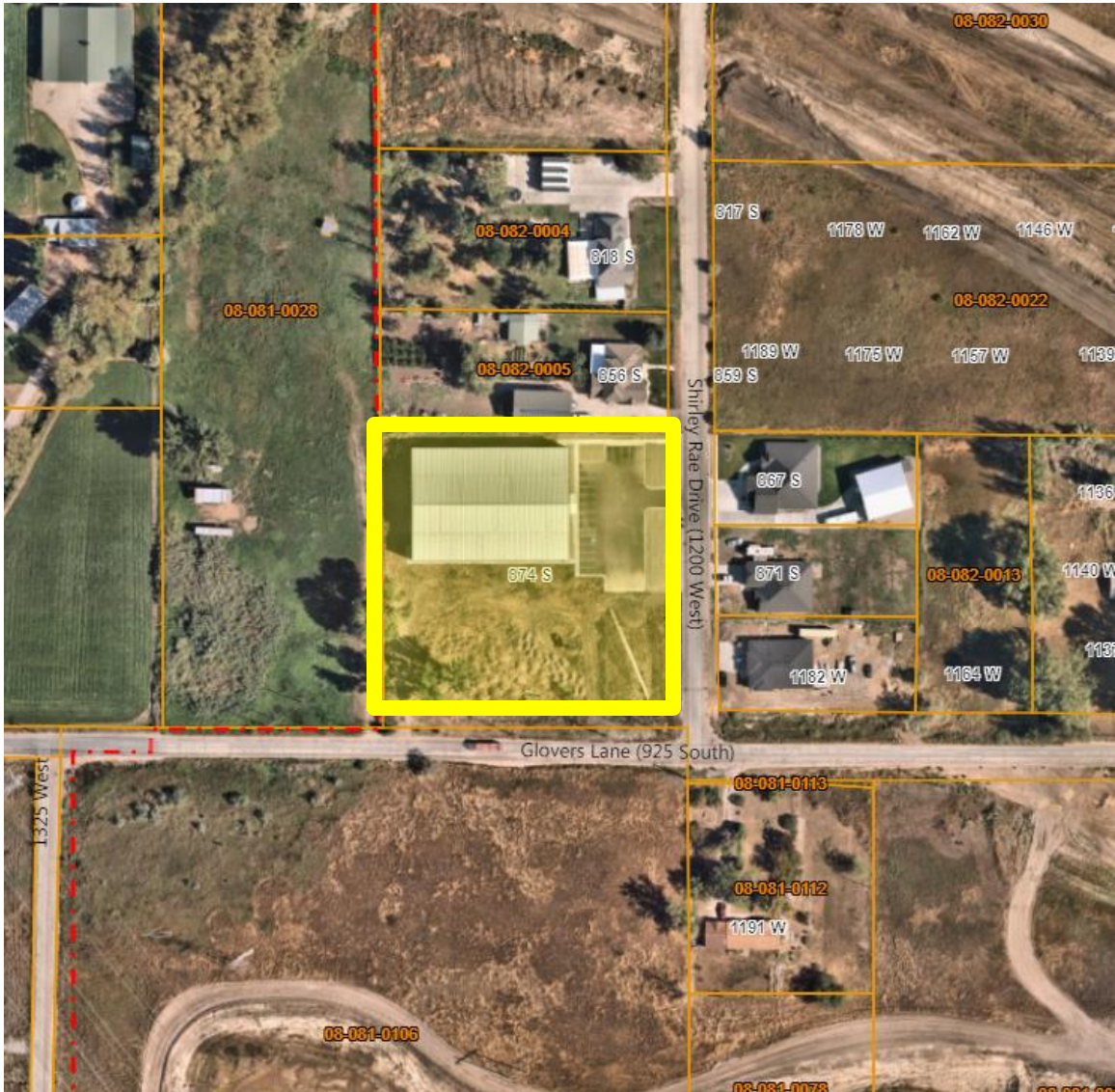
**EXHIBIT “A”**

**PROPERTY DESCRIPTION**

Davis County Parcel No. 08-082-0006

Legal Description: ALL OF PARCEL 5, KNIGHTON SUB. CONT. 2.173 ACRES

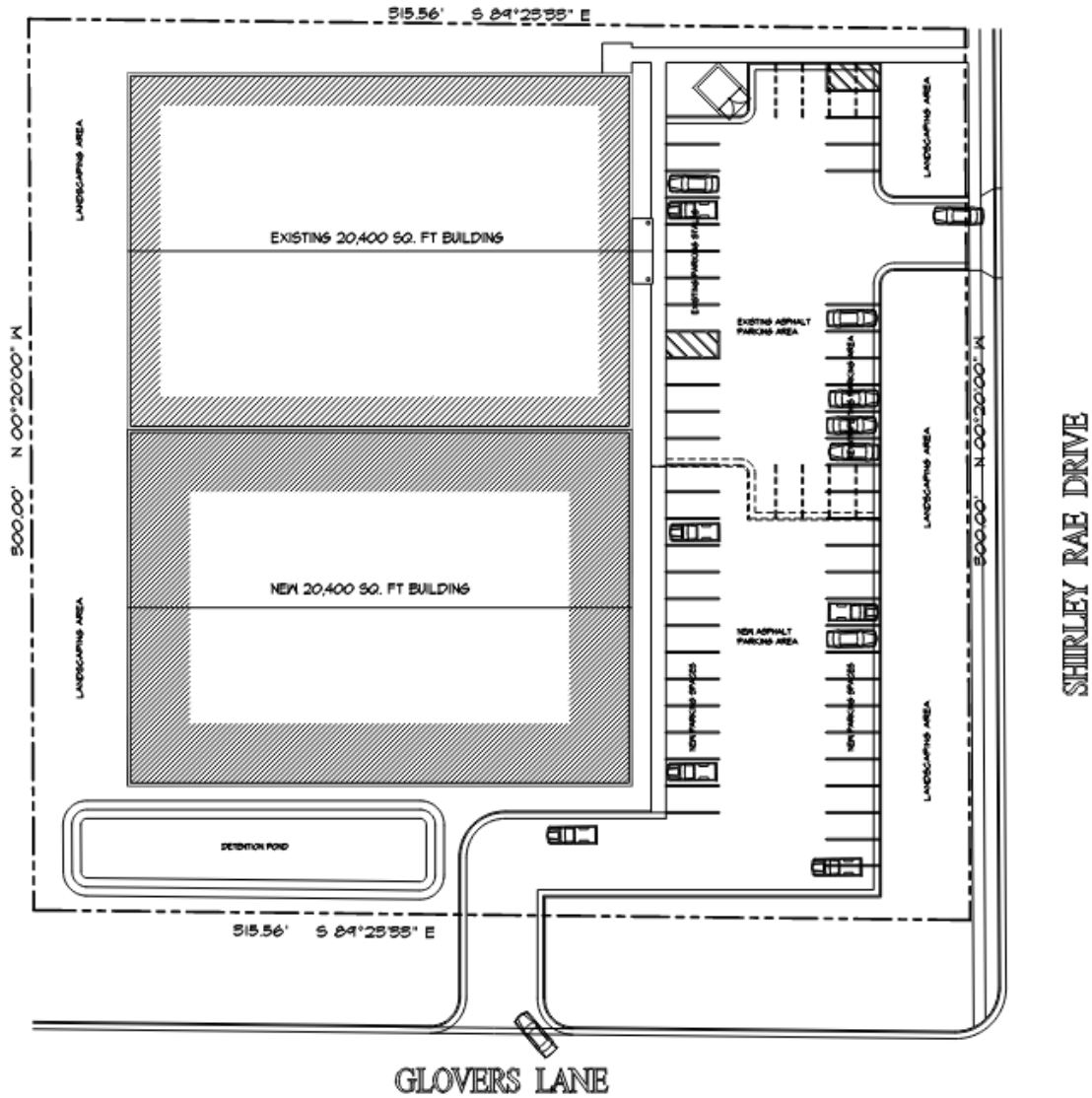
Visual of property (subject property highlighted in yellow):



**EXHIBIT "B"**

**General Development Plan**

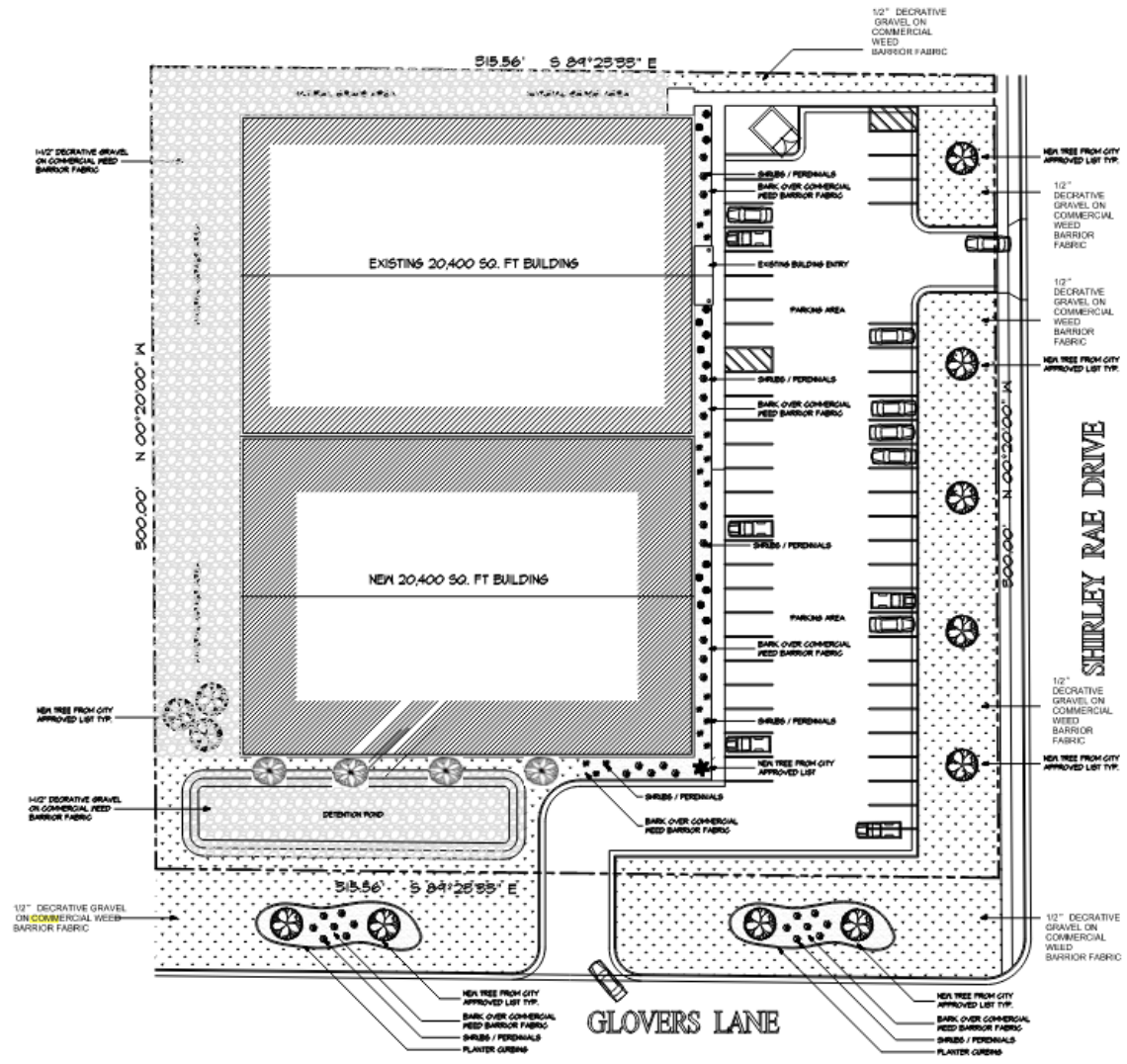
**Site Plan**



SITE PLAN  
SCALE 1" = 20'0"

<b>PRELIMINARY SITE PLAN</b>		<b>S</b>
<b>RIDGELINE DESIGN</b> ARCHITECTS 2485 Grant Ave. Suite 105 Ogden, UT 84401 Phone 801-392-6882 Fax 801-621-1494	date 03-29-2023 job no 2305 project <b>ACE ATHLETICS TENNIS ACADEMY ADD.</b> 574 SOUTH SHIRLEY RAE DRIVE FARMINGTON, UT	

# Landscape Plan

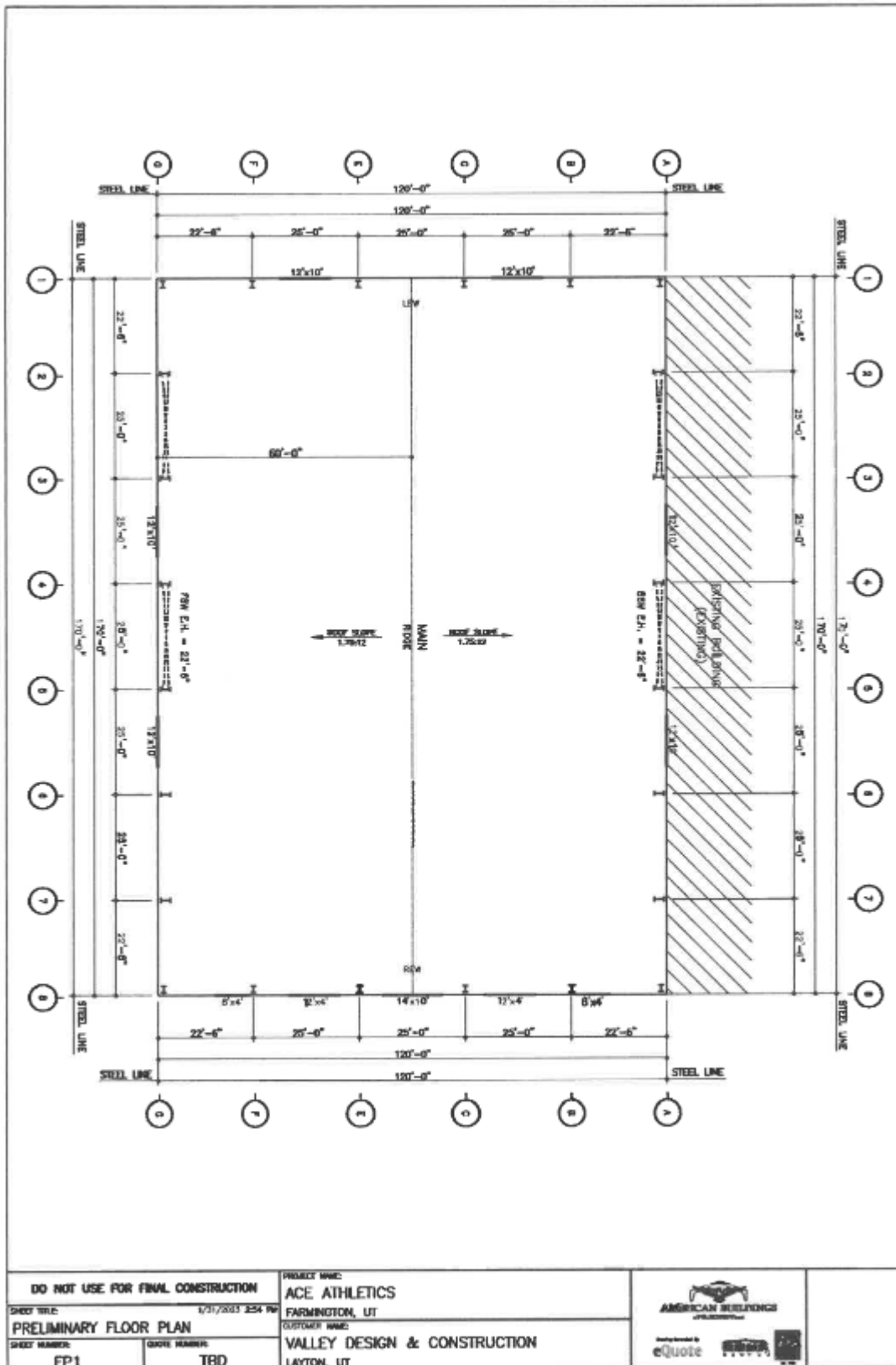


LANDSCAPE PLAN  
SCALE 1" = 20'-0"

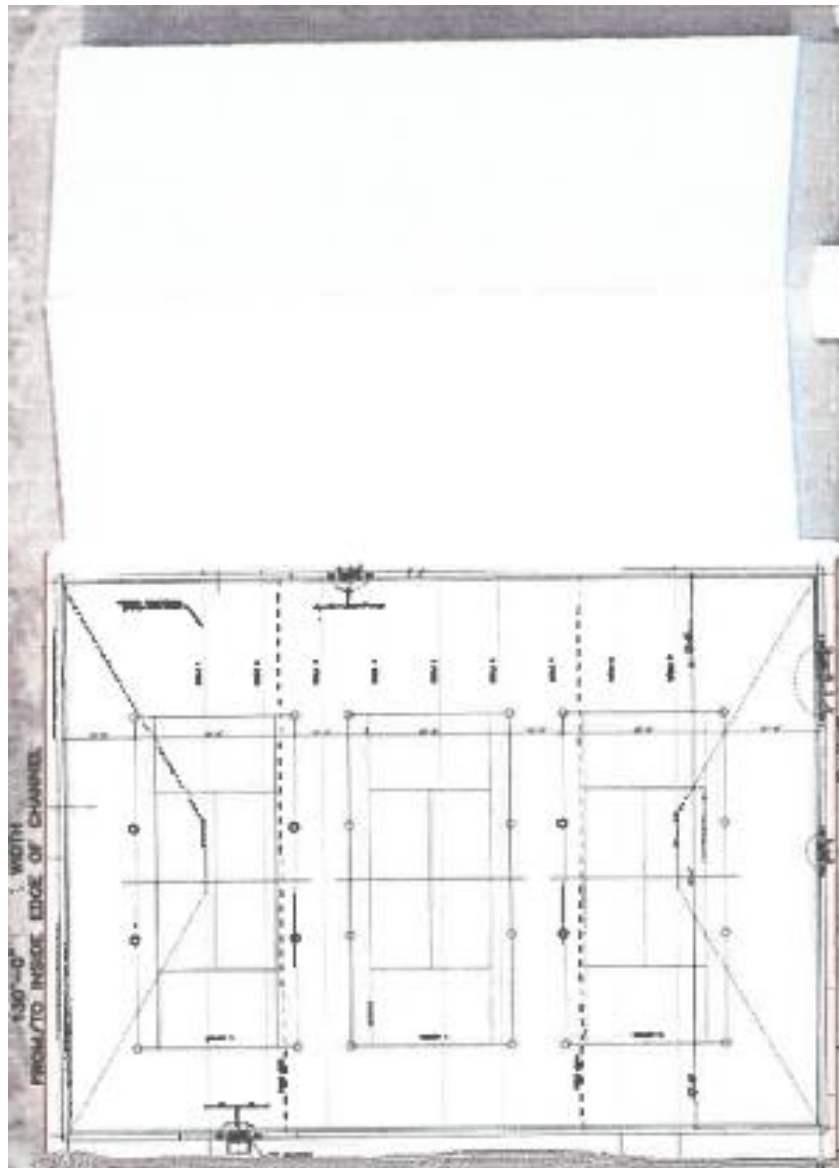
LANDSCAPE PLAN  
SCALE 1" = 20'-0"

<b>LANDSCAPING PLAN</b>		<b>L</b>
<b>RIDGELINE DESIGN</b> ARCHITECTS 2485 Grant Ave. Suite 305 Ogden, UT 84401 Phone 801-352-8882 Fax 801-321-1494		
06-06-16-2023 2:00 PM 2005		
06/16/2023 <b>ACE ATHLETICS TENNIS ACADEMY ADD.</b> 06/16/2023 10:00 AM		

# Floor Plan

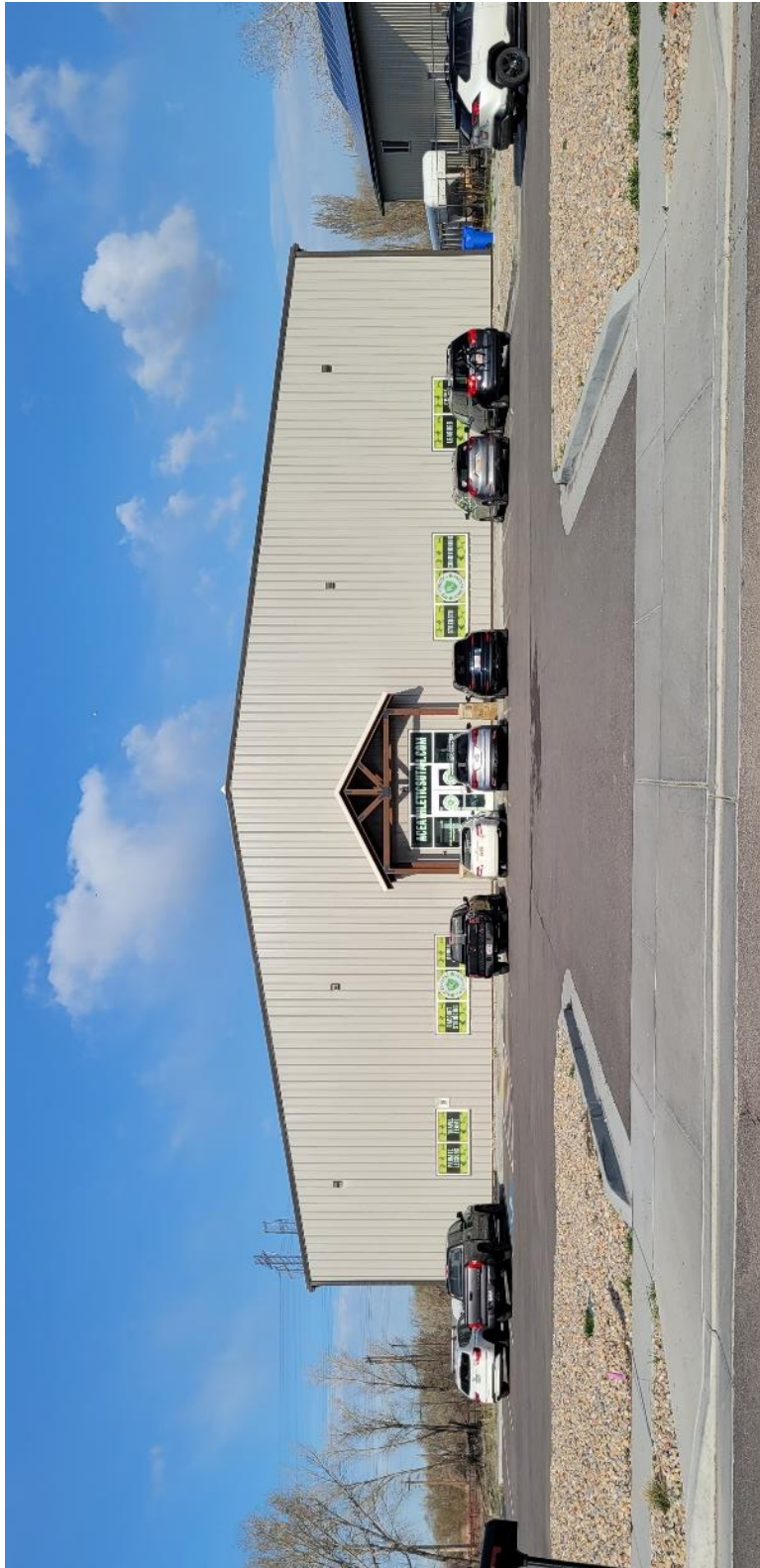








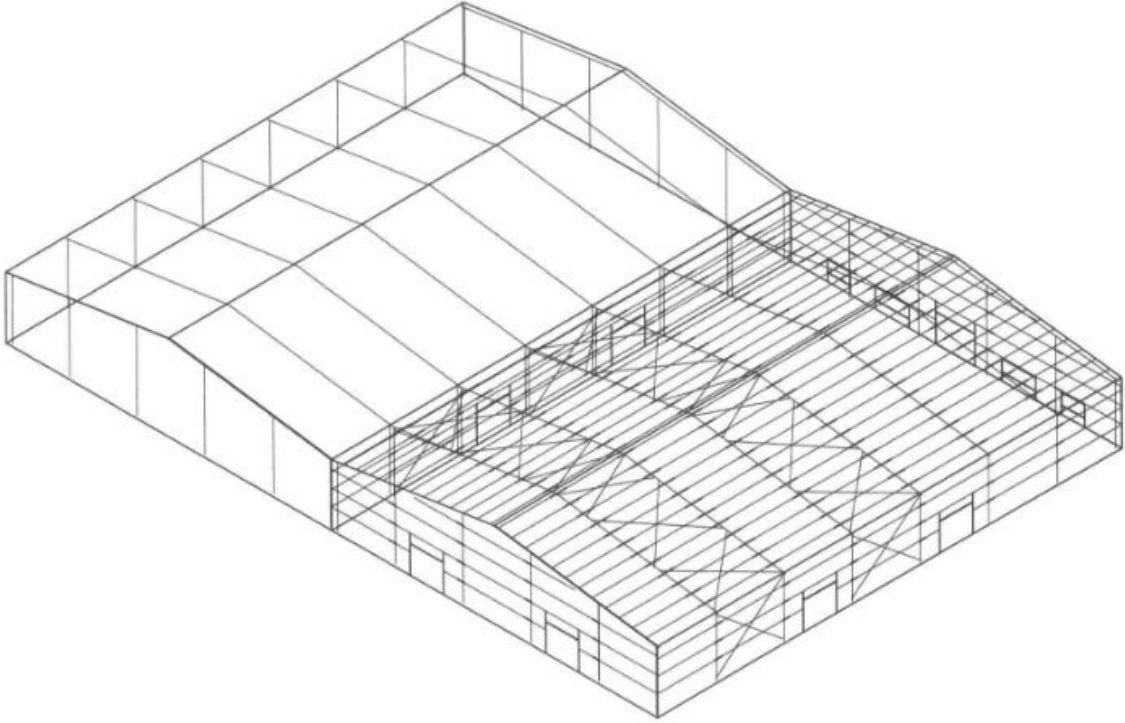
## Existing Building

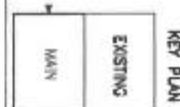


**Artistic Rendering**



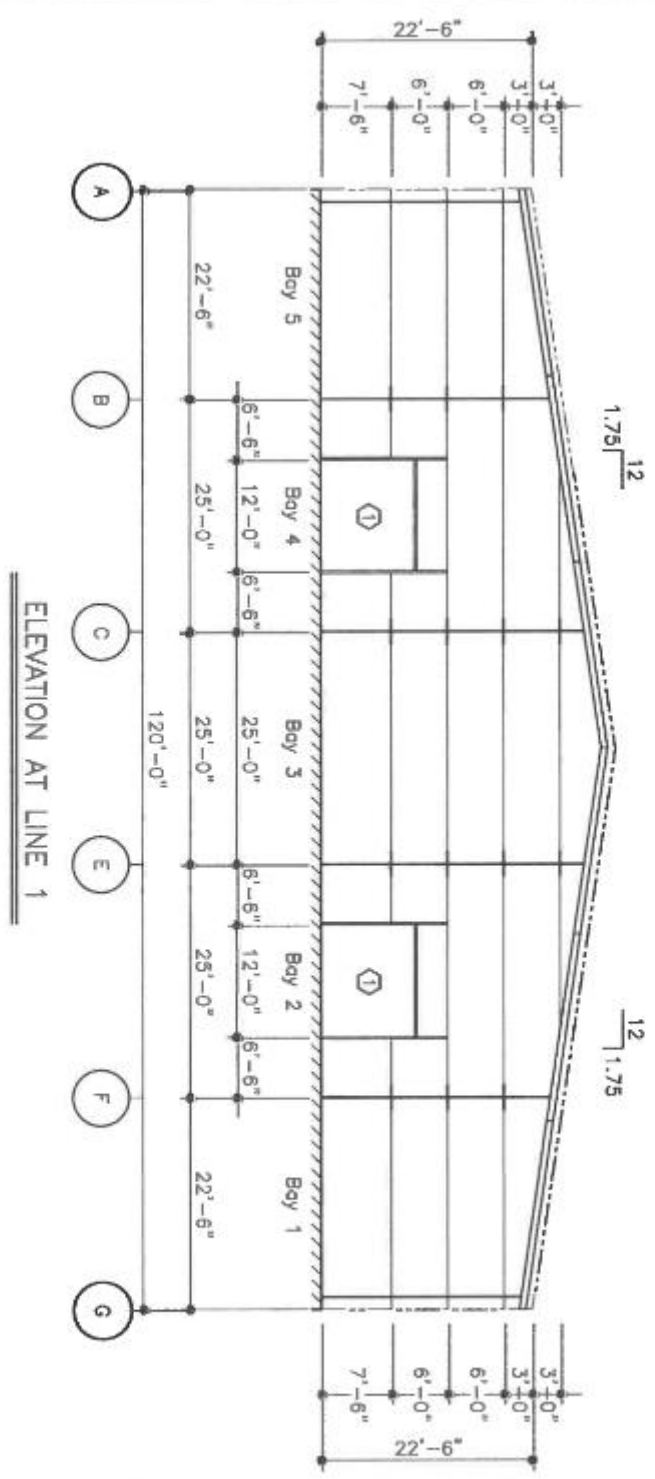
## Elevations





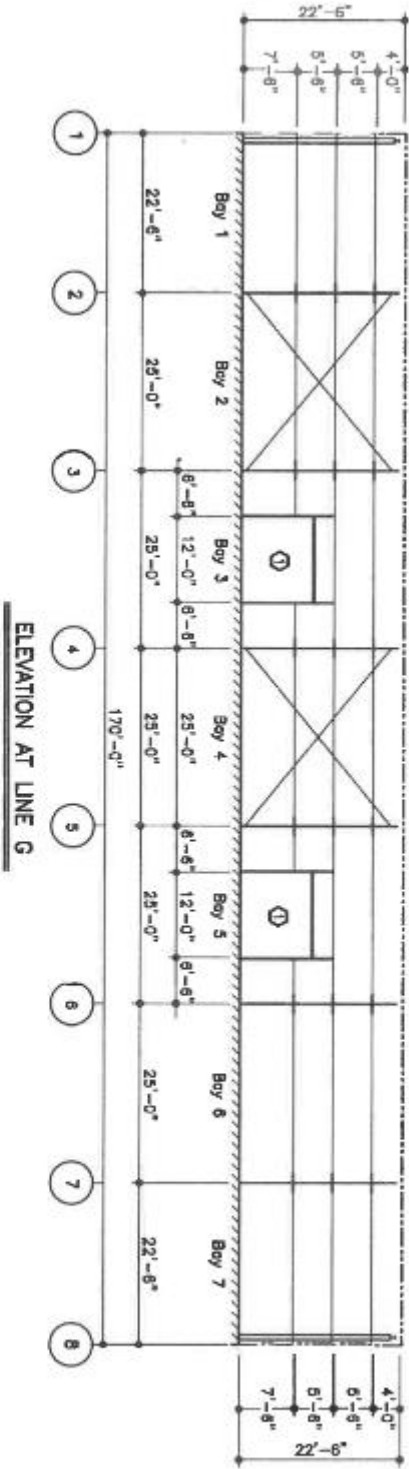
FRAMED OPENING SCHEDULE

QTY	WIDTH	HEIGHT	SILL HEIGHT	LOCATED
1	12'-0"	10'-0"	0'-0"	D
2				FACTORY



DO NOT USE FOR FINAL CONSTRUCTION		PROJECT NAME: ACE ATHLETICS	 <small>Member of</small> 
SHEET TITLE: PRELIMINARY STRUCTURAL ELEVATIONS		FARMINGTON, UT	
SHEET NUMBER: ST5	ORDER NUMBER: TBD	CUSTOMER NAME: VALLEY DESIGN & CONSTRUCTION	
		LAYTON, UT	

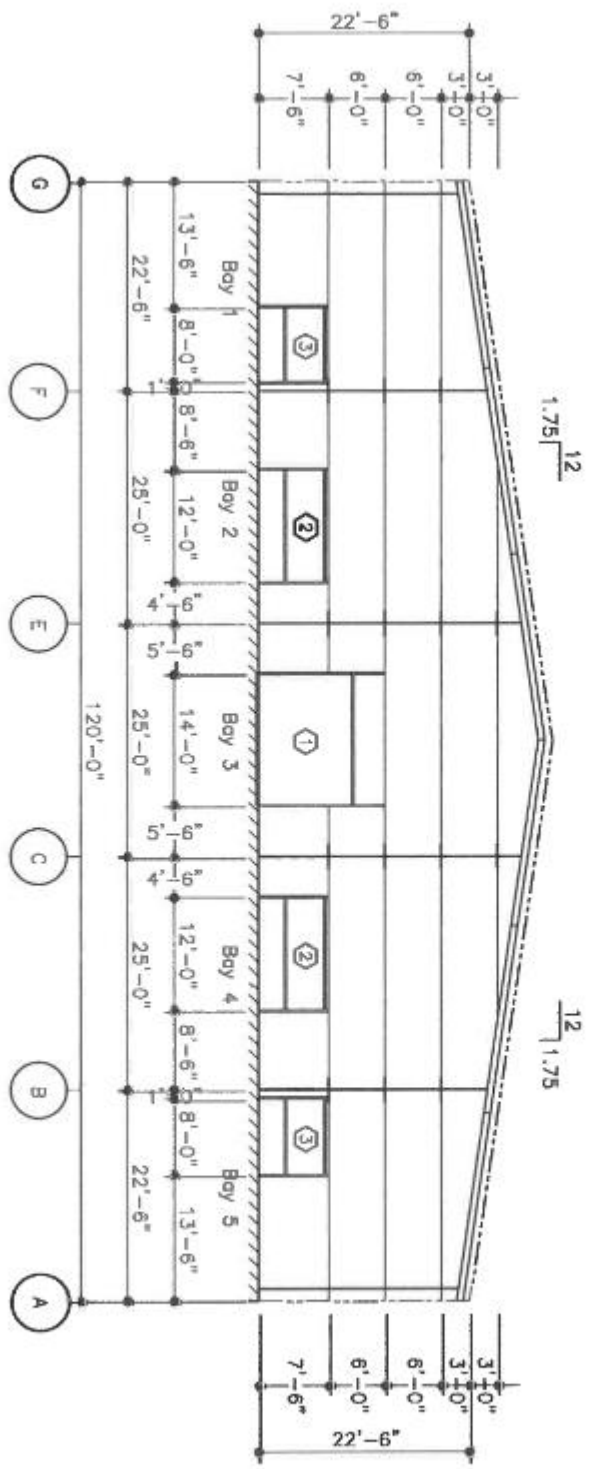
KEY PLAN
EASTING
NORTH



FRAMED OPENING SCHEDULE			
HEIGHT	WIDTH	DEPTH	LOCATION
19'-0"	25'-0"	19'-0"	SECTION 2

DO NOT USE FOR FINAL CONSTRUCTION		PROJECT NAME: <b>ACE ATHLETICS</b>		
SHEET DATE: 8/31/2023 2:55 PM		FARMINGTON, UT		
PRELIMINARY STRUCTURAL ELEVATIONS		DRAWING NAME: <b>VALLEY DESIGN &amp; CONSTRUCTION</b>		
ISSUE NUMBER: <b>ST6</b>	QUOTE NUMBER: <b>TBD</b>	LAYTON, UT		

KEY PLAN	
EXISTING	
MAIN	



**ELEVATION AT LINE 8**

FRAMED OPENING SCHEDULE				
NO.	QTY	WIDTH	HEIGHT	SILL HEIGHT
1	1	14'-0"	10'-0"	0'-0"
2	2	12'-0"	4'-0"	3'-0"
3	2	8'-0"	4'-0"	3'-0"

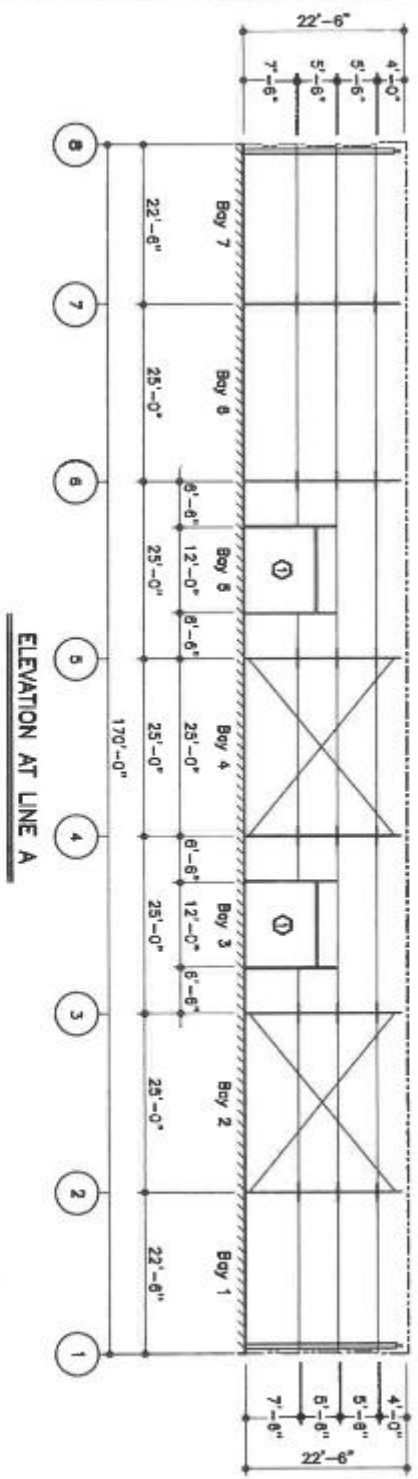
**DO NOT USE FOR FINAL CONSTRUCTION**  
 SHEET TITLE: PRELIMINARY STRUCTURAL ELEVATIONS  
 SHEET NUMBER: ST7

PROJECT NAME: ACE ATHLETICS  
 LOCATION: FARMINGTON, UT  
 CONTRACTOR NAME: VALLEY DESIGN & CONSTRUCTION  
 ADDRESS: LAYTON, UT





NEW PLAN	EXISTING
MAIN	



FRAMED OPENING SCHEDULE			
NO.	QTY	WIDTH	HEIGHT
1	2	13'-0"	10'-0"
		0'-0"	14'-0"

DO NOT USE FOR FINAL CONSTRUCTION		PROJECT NAME: <b>ACE ATHLETICS</b>	
SHEET TITLE: <b>PRELIMINARY STRUCTURAL ELEVATIONS</b>		FARMINGTON, UT	
SHEET NUMBER: <b>ST8</b>	DATE NUMBER: <b>TBD</b>	CUSTOMER NAME: <b>VALLEY DESIGN &amp; CONSTRUCTION</b>	
		LAYTON, UT	

**FARMINGTON, UTAH**

**ORDINANCE NO. 2023 -**

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW  
A CHANGE OF ZONE FOR PROPERTY LOCATED AT  
874 SOUTH SHIRLEY RAE DRIVE FROM A TO A (AP  
DISTRICT).**

**WHEREAS**, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zone change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

**WHEREAS**, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

**WHEREAS**, on August 1, 2023, the City Council of Farmington City found that such zoning change 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 #Z-1-23, within the City, at 874 South Shirley Rad Drive, identified as a parcel 08-082-000, and being approximately 2.17 acres in size, is hereby reclassified from zone A to zone A (AP District), 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 1<sup>st</sup> day of August, 2023.

**FARMINGTON CITY**

---

Brett Anderson  
Mayor

**ATTEST:**

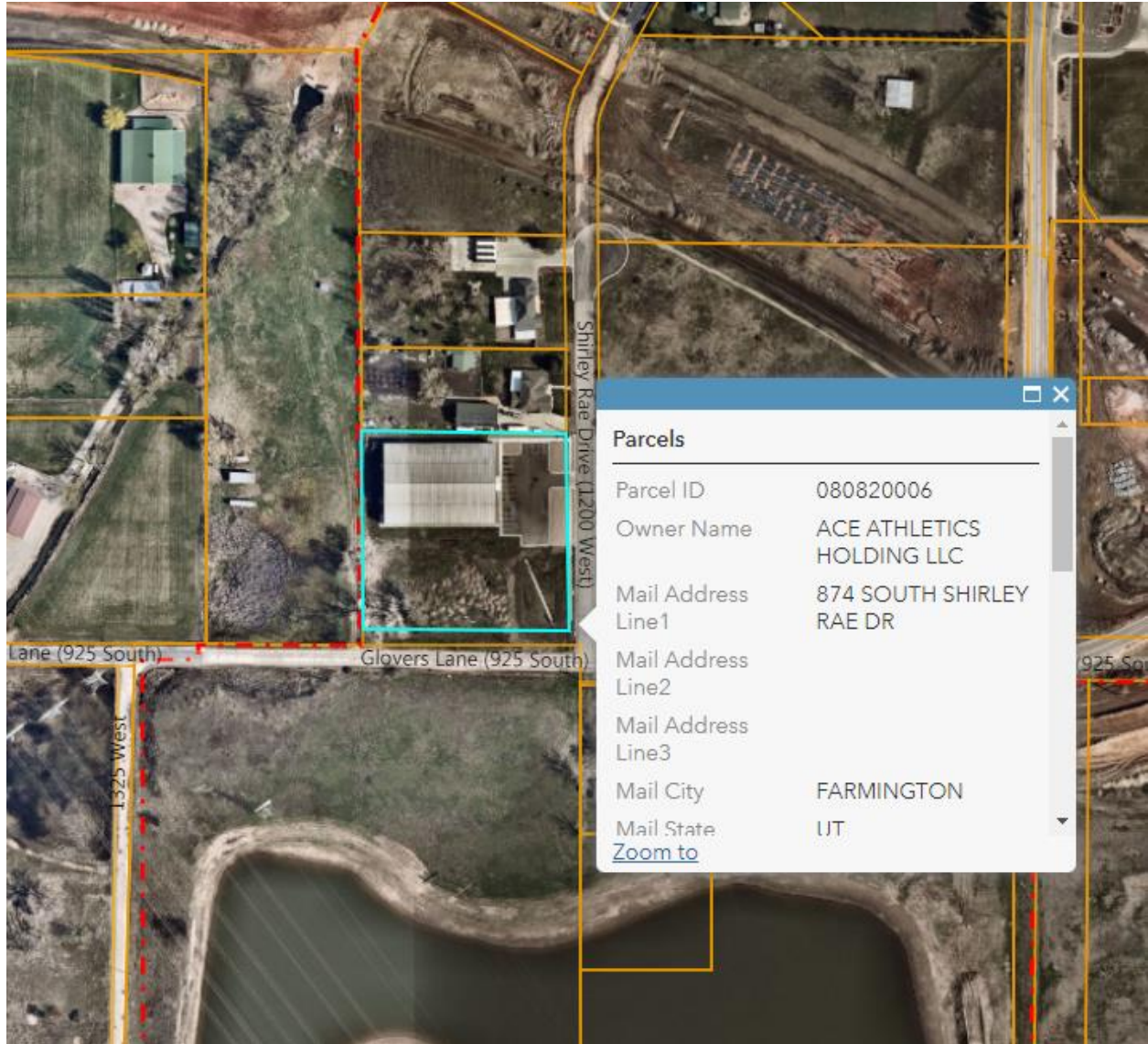
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DeAnn Carlile  
City Recorder



Exhibit A

Legal Description: ALL OF PARCEL 5, KNIGHTON SUB. CONT. 2.173 ACRES



## **CITY COUNCIL AGENDA**

For Council Meeting:  
August 1, 2023

**PUBLIC HEARING:** Regulating Plan Amendment - Proposed City Park

### GENERAL INFORMATION:

See staff report prepared by Shannon Hansel, Planner and GIS Specialist

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Shannon Hansell – Planner and GIS Specialist  
**Date:** August 1, 2023  
**Subject:** REGULATING PLAN AMENDMENT – PROPOSED CITY PARK

### RECOMMENDATION(S)

Move that the City Council approve the Regulating Plan amendment for the proposed City Park.

### BACKGROUND

The City acquired 10+ acres in 2018, and set it aside for a future public park. One of the goals of this park was to function as a detention basin for Innovator Drive and Maker Way, the major north-south collector streets that are to connect Shepard Lane to Park Lane. The other was to provide a gathering space for future and present residents of Farmington, including office, retail and residential users of the mixed use North Station Area Development.

Staff is proposing a Regulating Plan amendment as the park configuration deviates from the streetscape that is provide in 11-18-040. The Regulating Plan is meant to plan out the future streetscape of the North Station Area. However, in 2022, the City Council approved an update to the North Station Area Master Plan, which shows the correct alignment of Innovator Drive and Maker Way. The Regulating Plan in the ordinance does not show these changes, thus a Regulating Plan amendment must be completed with the approval of the Park, to update the ordinance. Staff is taking this opportunity to propose updating the map shown in 11-18-040 to reflect previously approved regulating plan amendments. The maps included as Supplemental Information #3, and Exhibit A of the enabling ordinance, reflect a mixture of approved regulating plan amendments as well as the approved street network as part of the North Station Area Master Plan (approved 2022).

The Planning Commission recommended approval for the regulating plan amendment on July 13, 2023.

### Supplemental Information

1. Vicinity Map
2. Existing Regulating Plan
3. Proposed Amendment to Regulating Plan
4. Enabling Ordinance



Respectfully submitted,

*Shannon Hansell*

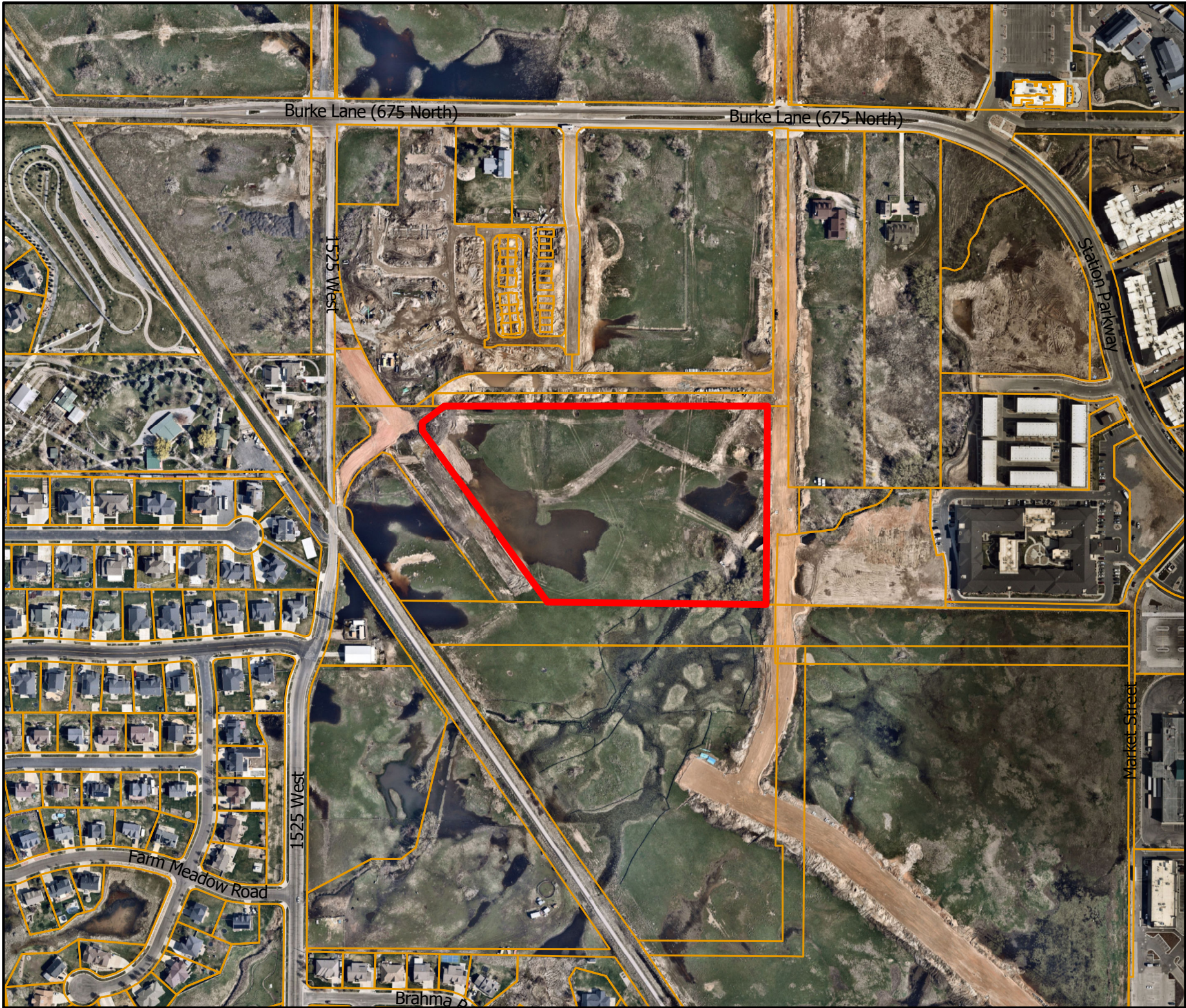
Shannon Hansell  
Planner and GIS Specialist

Review and concur,

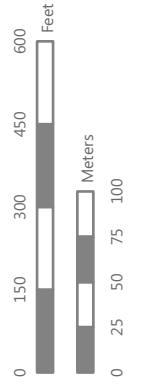
A handwritten signature in black ink, appearing to read 'Brigham Mellor', written in a cursive style.

Brigham Mellor  
City Manager





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

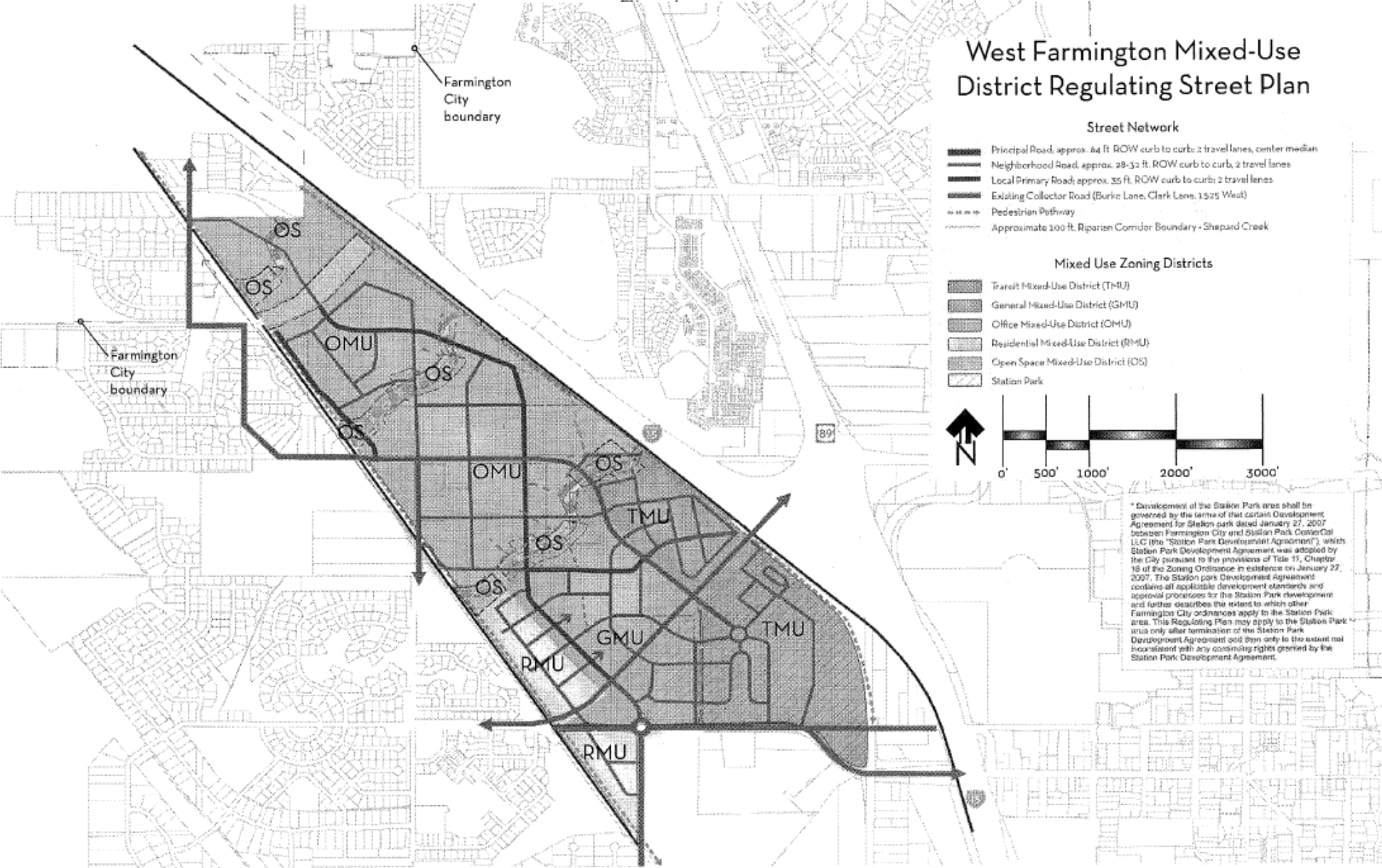


**VICINITY MAP**  
City Park 1400 W Burke Lane





# West Farmington Mixed-Use District Regulating Street Plan

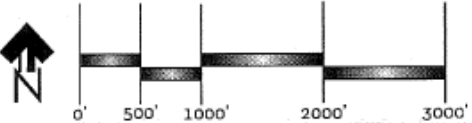


## Street Network

- Principal Road, approx. 64 ft ROW curb to curb; 2 travel lanes, center median
- Neighborhood Road, approx. 28-32 ft. ROW curb to curb; 2 travel lanes
- Local Primary Road, approx. 35 ft. ROW curb to curb; 2 travel lanes
- Existing Collector Road (Burke Lane, Clark Lane, 1525 West)
- Pedestrian Pathway
- Approximate 100 ft. Riparian Corridor Boundary - Shepard Creek

## Mixed Use Zoning Districts

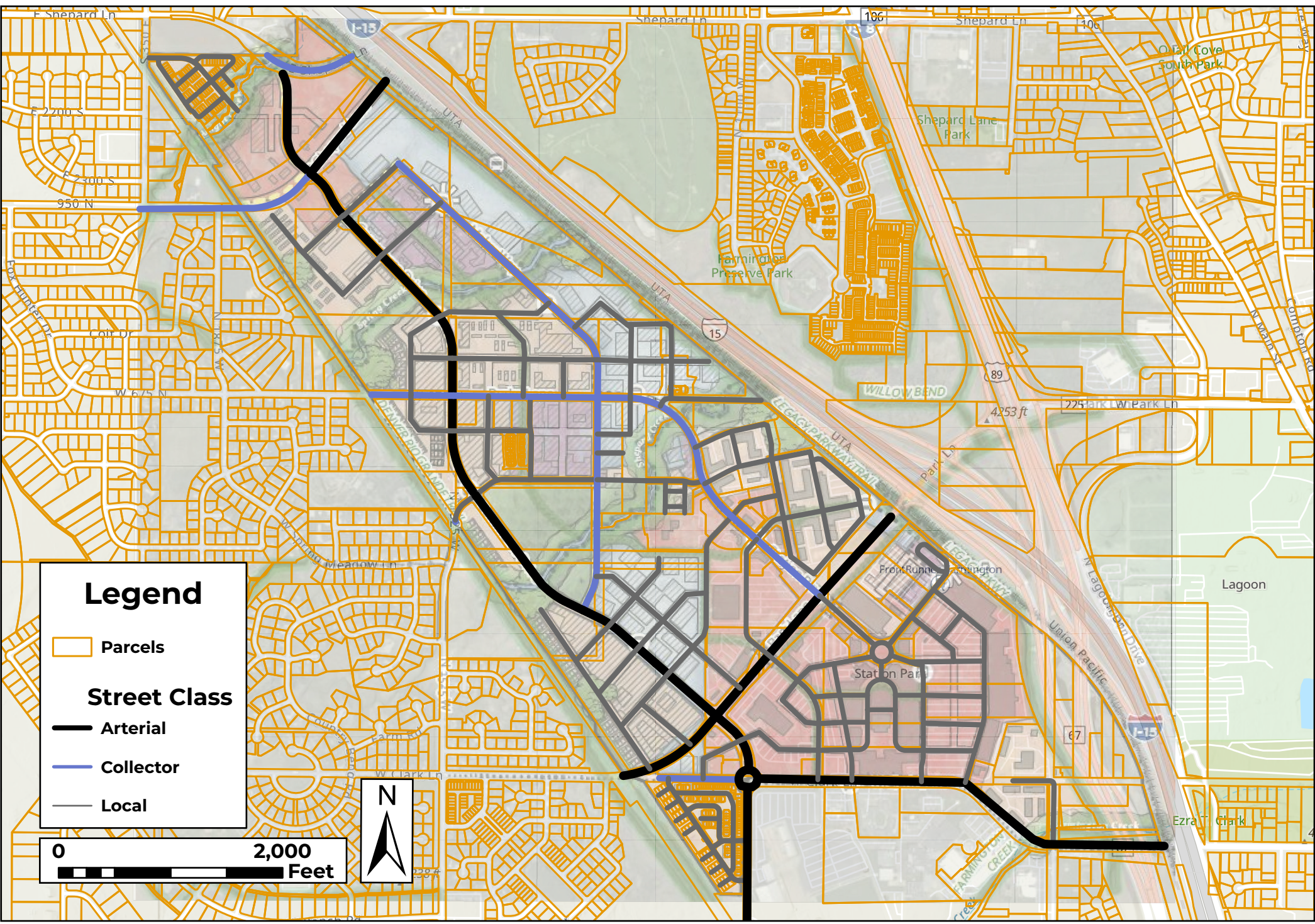
- Transit Mixed-Use District (TMU)
- General Mixed-Use District (GMU)
- Office Mixed-Use District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space Mixed-Use District (OS)
- Station Park



\* Development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2007 between Farmington City and Station Park Commercial LLC (the "Station Park Development Agreement"), which Station Park Development Agreement was adopted by the City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2007. The Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. This Regulating Plan may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not inconsistent with any continuing rights granted by the Station Park Development Agreement.



# Regulating Plan





**FARMINGTON, UTAH**

**ORDINANCE NO. 2023 -**

**AN ORDINANCE AMENDING THE REGULATING PLAN MAP  
OF THE FARMINGTON CITY MIXED USE ZONING  
ORDINANCE TO REFLECT THE NEW CITY PARK (ZT-10-23).**

**WHEREAS**, the Planning Commission has held a public hearing in which the proposed amendments to the Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

**WHEREAS**, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

**Section 1. Amendment.** The specifically listed sections of Title 11 are hereby amended as set forth in Exhibit “A” attached hereto and by this reference made a part hereof. Any part of these sections currently existing in code which are not part of Exhibit A with an included addition or strikeout are otherwise left intact.

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

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

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 1<sup>st</sup> day of August, 2023.

**FARMINGTON CITY**

---

Brett Anderson, Mayor

**ATTEST:**

---

DeAnn Carlile, City Recorder

# Exhibit A

