



160 SOUTH MAIN  
FARMINGTON, UT 84025  
[FARMINGTON.UTAH.GOV](http://FARMINGTON.UTAH.GOV)

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

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, December 5, 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 [www.farmington.utah.gov](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so to [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov)

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

- New Park Discussion

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

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

- Invocation – Roger Child, Councilmember
- Pledge of Allegiance – Brett Anderson, Mayor

#### **PRESENTATION:**

- Farmington City's Music in Me
- Spotlight Ashton Workman from Eagle Bay Elementary
- Introduction of New Police Officers and Promotion Ceremony

#### **PUBLIC HEARING**

- Preliminary Planned Unit Development, Master Plan and Schematic subdivision plan for the proposed Gatrell Subdivision. Applicant is Blake Bastian. **5**
- Consideration of an agreement for exceptions which would accommodate Acer Trees, LLC **30**

#### **BUSINESS:**

- Main Street Landmark Register Designation Ordinance **50**

#### **SUMMARY ACTION: **63****

1. Station Point Development Agreement Modification related to Moderate Income Housing **64**
2. Farmington City Historic Preservation Chair - David Barney **86**
3. Ordinance Establishing Dates, Time and Place for holding Regular City Council Meetings **87**
4. Minutes Approval for 11-14-23 **89**

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

- City Manager Report
- Mayor Anderson & City Council Reports

#### **ADJOURN**

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov) and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn). Posted on November 30, 2023*

## **CITY COUNCIL AGENDA**

For Council Meeting:  
December 5, 2023

### **PRESENTATION:**

- Farmington City's Music in Me
- Spotlight Ashton Workman from Eagle Bay Elementary
- Introduction of New Police Officers and Promotion Ceremony

## Farmington City Student of the Month

Student: Ashton Workman

Nominated by: Zachary Roundy, Eagle Bay Elementary Teacher

Ashton Workman is new to Eagle Bay Elementary this year, and he has demonstrated a synergistic “Teamwork makes the Dream Work!” attitude. He works conscientiously to exhibit exemplary effort on his work, and then he helps others in any way he can. He loves math and is doing extra lessons at home and even uses Prodigy Math on the weekends. He seems like the type of student that should be nominated and recognized for his outstanding achievements.

**CITY COUNCIL AGENDA**

For Council Meeting:  
December 5, 2023

**PUBLIC HEARING:**

**Preliminary Planned Unit Development, Master Plan and Schematic subdivision plan for the proposed Gatrell Subdivision. Applicant is Blake Bastian.**

**GENERAL INFORMATION:**

See staff report prepared David Petersen, Community Development Director.



## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 12/5/2023  
**Subject:** Preliminary PUD Master Plan – Schematic Subdivision Plan –  
Gatrell Subdivision Planned Unit Development (PUD)  
(Applicant is Blake Bastian)

### RECOMMENDATION

Move the City Council approve the Preliminary PUD Master Plan, Schematic Subdivision Plan for the Gatrell Subdivision, and accompanying Development Agreement subject to the following conditions:

- Inclusion of an open space area to include amenities for the Project. Open space area may be as small as 700 sq. ft.
- Inclusion of a provision in the DA which requires that work be completed which enhances the existing homes on lots 1 and 2 prior to the issuance of any building permits on newly created lots.

### Findings:

1. The proposed layout is preferable over a conventional subdivision development.
2. The applicant's commitment to preserve the two historic homes is enough of a public benefit to justify the number of proposed lots together with the deviations required for the proposed private lane, lot sizes, and deviations from other standard requirements.
3. As proposed, individual lots are comparable to lots found in the general area and allow for homes that are comparable to others found in the area.
4. The applicant must meet all requirements of the City's DRC (Development Review Committee) which can be verified through subsequent review processes.
5. The density of development is consistent with what is allowed in the OTR zone which is about 4 per acre or 10 homes on 2.7 acres, the consideration of additional density is required due to the shape of the property and need to use some of the acreage for access.
6. The application is consistent with the goals and purposes of the Farmington City General Plan and Zoning Ordinance.

## **BACKGROUND**

**The proposed subdivision consists of 10 lots on 2.77 acres of land at 37 and 79 North 100 West and 184 West State Street. 3 of the lots include existing homes. The property is located in the OTR zoning district.**

**The applicant has provided a plan indicating a private drive that that enters from 100 West to 5 new smaller lots on the eastern portion of the property. The existing homes fronting 100 west would remain. The new homes would be accessed from a lane designed as a turnaround for emergency services. Further, the lane stubs to what is identified as lots 8 and 9 which would be established as 2 new lots each exceeding 16,000 sq. ft. in size. The existing homes on lots 1, 2, and 10 would maintain their existing access. The Development Review Committee has reviewed the proposal and at the schematic level it can work as proposed from a technical standpoint.**

**The existing homes front 100 West and the home proposed on the new lot fronting 100 West street is proposed to meet all OTR design requirements. This is to maintain the traditional feel of the neighborhood.**

**The Planning Commission held multiple public hearings on this item before forming their recommendation to the City Council. The reason for multiple meetings and more than 1 hearing was the result of the project evolving as the co-applicants worked together to ensure the best use of all the property. The Planning Commission also requested additional information or changes throughout the process before feeling prepared to make a recommendation.**

**The current yield plan demonstrates the ability to have at least 9 lots through conventional development standards. This type of development would use a standard cul-de-sac which would take out at least 1 of 2 existing homes on the property which currently qualify for the national historic register. Through the PUD process the applicant is seeking flexibility in how they configure lots in this neighborhood in order to create a project that enables quality development of the whole block based on the collaboration between 2 adjacent landowners. Also under the PUD, the developer may merit the additional density if they are providing sufficient benefit to the city which is being proposed through preservation of the existing historic homes.**

**The removal of open space and the total number of lots may be considered under the 'some other public benefit' provision of FMC 11-17-035 wherein the developer is preserving historic homes in lieu of moderate income housing units. A baseline for consideration of added density may be a reference to the**

common open space density bonus from 11-27-120 identified below. Because of this typical baseline, the Planning Commission felt that including some open space with some amenities for the development was important.

**11-27-120 (G)**

***“Every planned unit development shall provide usable common open space, accessible to all lots or units, of not less than ten percent (10%) of the net area (gross area less constrained or sensitive lands), in single-family planned unit developments...”***

The preservation of the historic homes may also be allowed in lieu of open space requirements for a PUD per 11-27-120 (G)(2)(a). The implementation of open space even with the historic preservation is relevant in consideration of the additional unit. Under a standard open space type the development may merit a 20% density bonus. In this case that would bump the project from the 9 units identified in the yield plan to 10.

The applicant proposes to remove the existing fencing around the perimeter and replace it with a 6ft. vinyl privacy fence.

The creation of a private drive with the proposed lot sizes and common area configuration may be accomplished through the Planned Unit Development (PUD) process, but at the sole discretion of the City (it is a legislative act).

The smaller new lots will mostly follow the architectural standards of the OTR with the porches oriented closest to the public right of way and the garage set farther back than the front porch. These homes on lots 4, 5, 6, and 7 are seeking an exception to allow for the garage to exceed the typical 33% front elevation coverage standard.

No exceptions from OTR architectural standards are being sought for the existing homes or larger lots, #s 1, 2, 3, 8, 9, and 10.

The historic preservation committee has seen the proposed development and has expressed their support for the direction of the proposal.

The Development Agreement (DA) commits the Developer to build the plan as presented. Specifically, it includes details which will require 2 trees per lot to be planted on interior lots and on corner lots we will require 3 trees. It outlines the architecture that will be used on the homes including a specific plan for lot 3. It also outlines the level of the commitment the applicant is willing to provide towards the preservation of the historic homes. They do not have specific plans for them. They will be for sale and they aren't ready to commit to any specific

improvements as much of that would be determined on the future resident. The DA states their commitment that whatever work is done to the homes will not remove them from eligibility to remain on the historic sites register.

The City Council should review the information included in the Development Agreement and determine whether or not they concur with the Planning Commission's recommendation and whether or not the project merits approval Schematic Subdivision Plan and Preliminary PUD.

Per Farmington City Municipal Code (FMC) 11-27-010, the purpose of the PUD is *"...to promote flexibility in site design, to achieve, for example, the clustering of buildings, the mixture of housing types, and the combining of housing with supplementary uses such as commercial centers, business parks or other multiple use centers, etc. This chapter is also intended to promote better design of residential developments through the use of design professionals. It is further intended that a planned unit development will provide for more open space, more public amenities, and the preservation of natural features such as floodplains and steep slopes that would not be possible under traditional development techniques..."* FMC 11-27-120 states that "smaller planned unit developments are encouraged in the older historical parts of the City in order to use lot interiors where unique conditions may exist."

FMC 11-27-070 below indicates the items that the Planning Commission (and City Council) should consider to determine if the proposal is more appropriate than a standard subdivision.

**11-27-070: PRELIMINARY PUD MASTER PLAN REVIEW BY PLANNING COMMISSION:**

*The Planning Commission shall review the application for approval of a planned unit development designation and the preliminary PUD Master Plan at a public hearing. The Planning Commission shall either recommend the City Council approve the application and plan as presented, recommend the City Council approve it subject to certain conditions, table the application pending receipt of required materials, data, studies and information, or recommend the City Council disapprove it. Any recommendation for approval of the preliminary PUD Master Plan shall be made only after the Planning Commission makes the following findings:*

**A. Layout:** *The proposed layout will provide a more pleasant and attractive living environment than a conventional development established under the*

***strict applications of the provisions of the underlying zones. The Planning Commission shall consider the architectural design of the buildings and their relationship on the site and their relationship to development beyond the boundaries of the proposed planned unit development. The Planning Commission shall consider the landscaping and screening as related to the several uses within the proposed planned unit development and as a means of its integration into its surroundings.***

***B. Consideration Of Adjacent Property: The proposed planned unit development will create no detriment to property adjacent to the planned unit development and to this end the Planning Commission may require that the uses of least intensity or greatest compatibility be arranged around the boundaries of the project. The Planning Commission may require that yard and height requirements for the adjacent zone apply on the periphery of the planned unit development.***

***C. Efficient Use Of Land: The proposed planned unit development will provide more efficient use of the land and more usable open space than a conventional development permitted in the underlying zone. The Planning Commission shall consider the residential density of the proposed development and its distribution.***

***D. Compensation For Increased Density: The increased density allowed within the planned unit development will be compensated by better site design and by the provision of increased amenities, common open space and recreational facilities. To ensure this requirement is achieved, site plans and other plans should be prepared by design professionals.***

***E. Hazards Not Increased; Recommendations: Any variation allowed from the development standards of the underlying zone will not increase hazards to the health, safety or general welfare of the residents of the proposed planned unit development. Based on its action on the preliminary PUD Master Plan, the Planning Commission shall make recommendations to the City Council. A recommendation for approval of the preliminary PUD Master Plan shall also include a list of recommendations for deviation from the requirements of the underlying zone requirements.***

***11-27-080: CITY COUNCIL ACTION ON PRELIMINARY PUD MASTER PLAN:***

***The City Council shall review the application for a planned unit development designation to be added as a suffix to an underlying zone. The City Council shall***

also review and take action on the preliminary PUD Master Plan at a public hearing in accordance with chapter 6 of this title.

**11-17-040: MINIMUM LOT AND SETBACK STANDARDS:**

**A. Minimum Standards: The following shall be the minimum lot areas, widths and main building setbacks in the OTR Zone:**

Zone	Lot Area	Lot Width		Front	Side	Side Corner	Rear
		Interior	Corner				
OTR	10,000 square feet for each single-family	85'	95'	30'	10'	20'	30'

Respectfully submitted,



**Lyle Gibson**  
Assistant Community Development Director

Review and concur,



**Brigham Mellor**  
City Manager

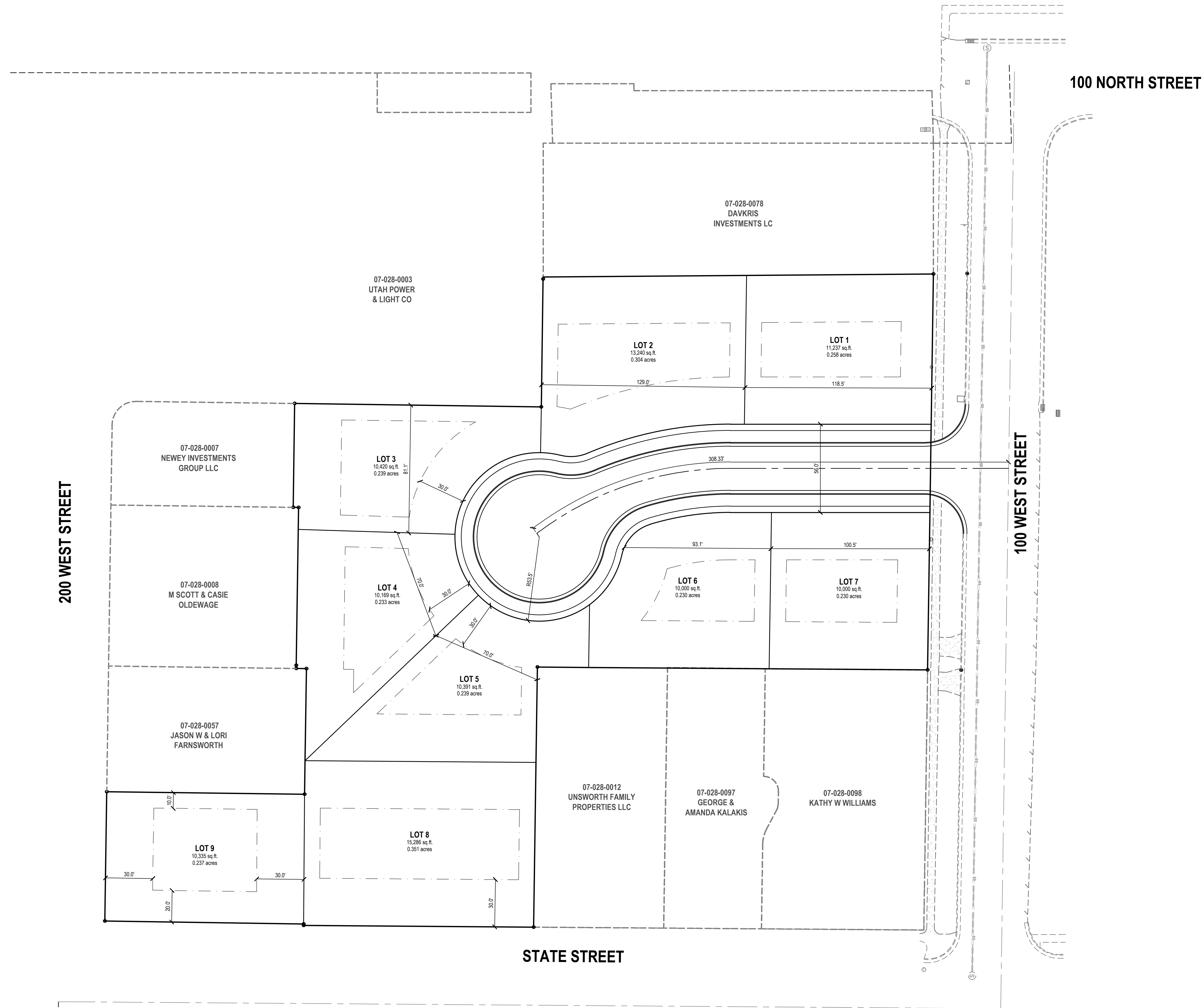
**Supplemental Information**

1. Vicinity map.
2. Subdivision Yield Plan.
3. Subdivision Concept Plan
4. Landscape Plan
5. Architectural Rendering
6. Development Agreement









**ENSIGN**  
THE STANDARD IN ENGINEERING

LAYTON  
919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100

SANDY  
Phone: 801.255.0529

TOOELE  
Phone: 435.843.3590

CEDAR CITY  
Phone: 435.865.1453

RICHFIELD  
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
ELITE-CRAFT HOMES, LLC.  
49 NORTH MAIN STREET  
FARMINGTON, UTAH 84025

CONTACT:  
TRENT PRESTON  
PHONE: 801-451-6525

**GATRELL GARDENS SUBDIVISION**

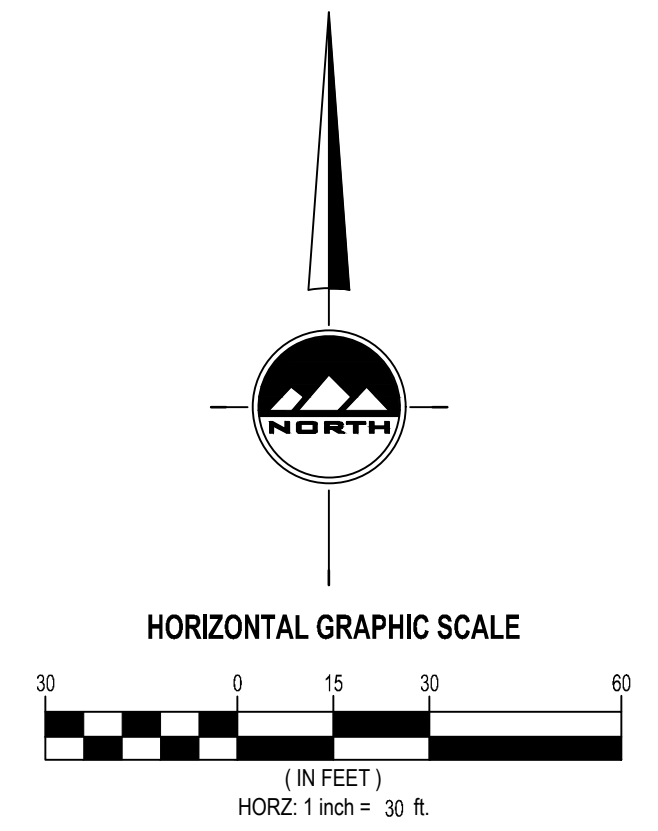
**37 & 79 NORTH 100 WEST**  
**FARMINGTON, UTAH 84025**

**YIELD PLAN**

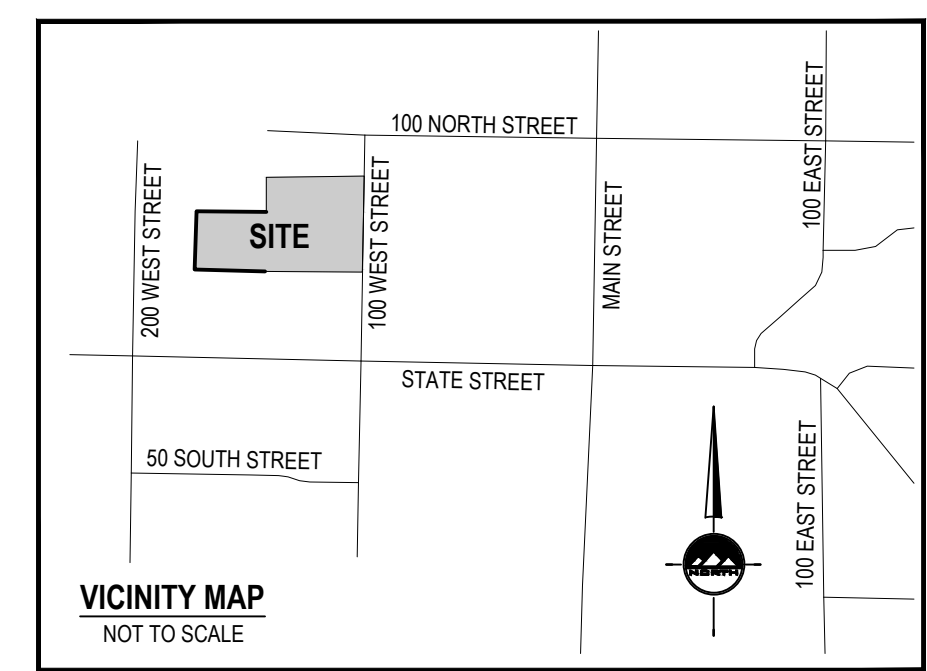
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PRINT DATE: 11/6/23

PROJECT MANAGER: C. PRESTON  
DESIGNED BY: M. ELMER

**1 OF 1**







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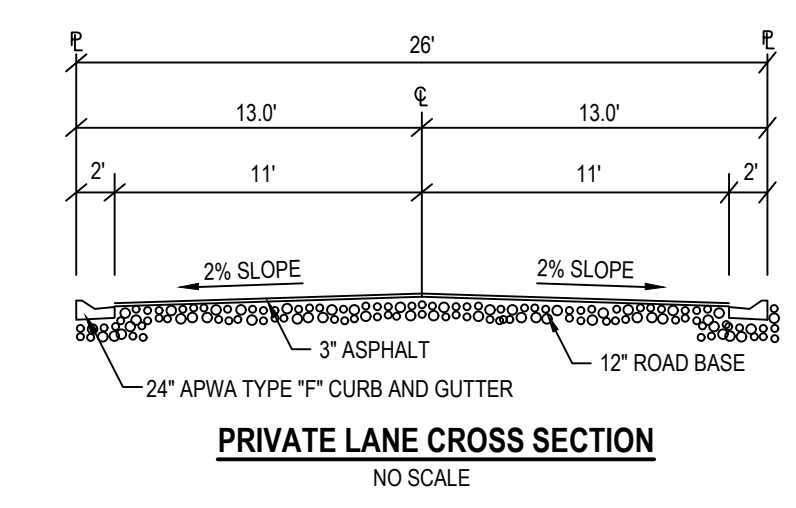
RICHFIELD  
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
ELITE-CRAFT HOMES, LLC.  
49 NORTH MAIN STREET  
FARMINGTON, UTAH 84025

CONTACT:  
TRENT PRESTON  
PHONE: 801-451-6525

- GENERAL NOTES:**
- PROPOSED PRUD ZONE.
    - FRONT YARD SETBACK IS 15'
    - FRONT SETBACK FOR GARAGE IS 20'
    - REAR YARD SETBACK IS 10'
    - SIDE YARD SETBACK IS 5', 10' BETWEEN BUILDINGS
    - CORNER LOT SIDE YARD SETBACK IS 20' TO PUBLIC STREET & 10' TO PRIVATE STREET



**GATRELL GARDENS SUBDIVISION**

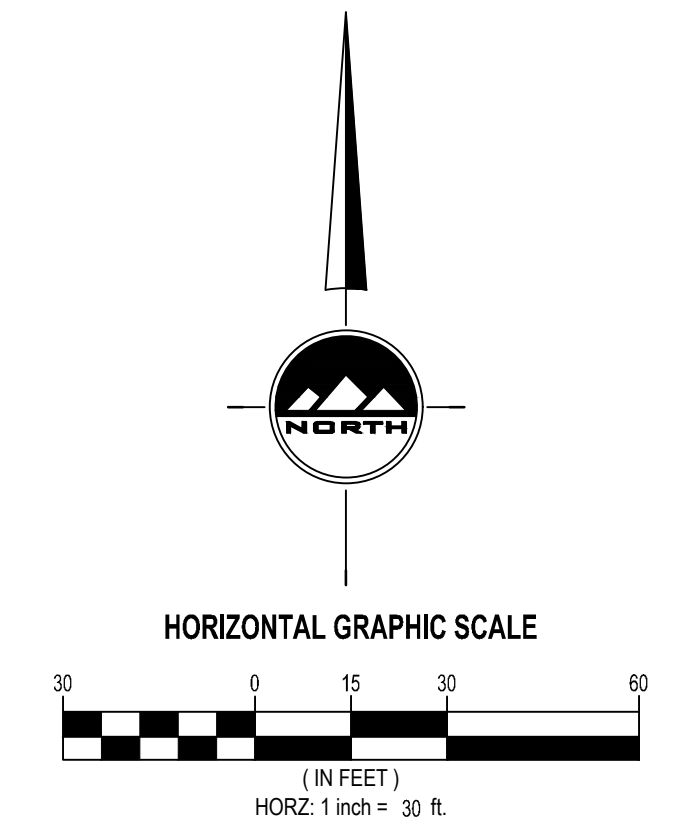
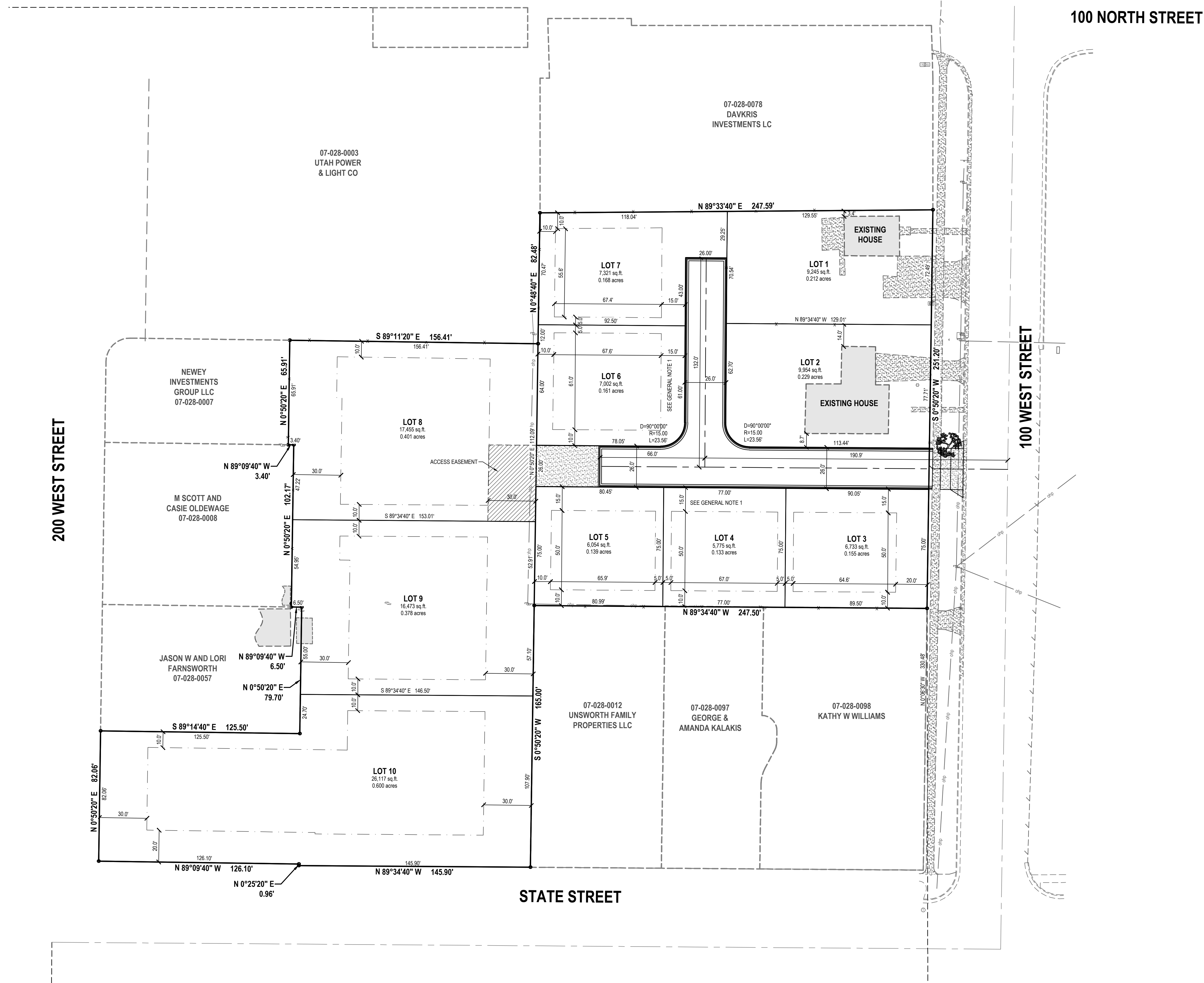
**37 & 79 NORTH 100 WEST**  
**FARMINGTON, UTAH 84025**

CONCEPT PLAN

PROJECT NUMBER: 12279  
PRINT DATE: 11/7/23

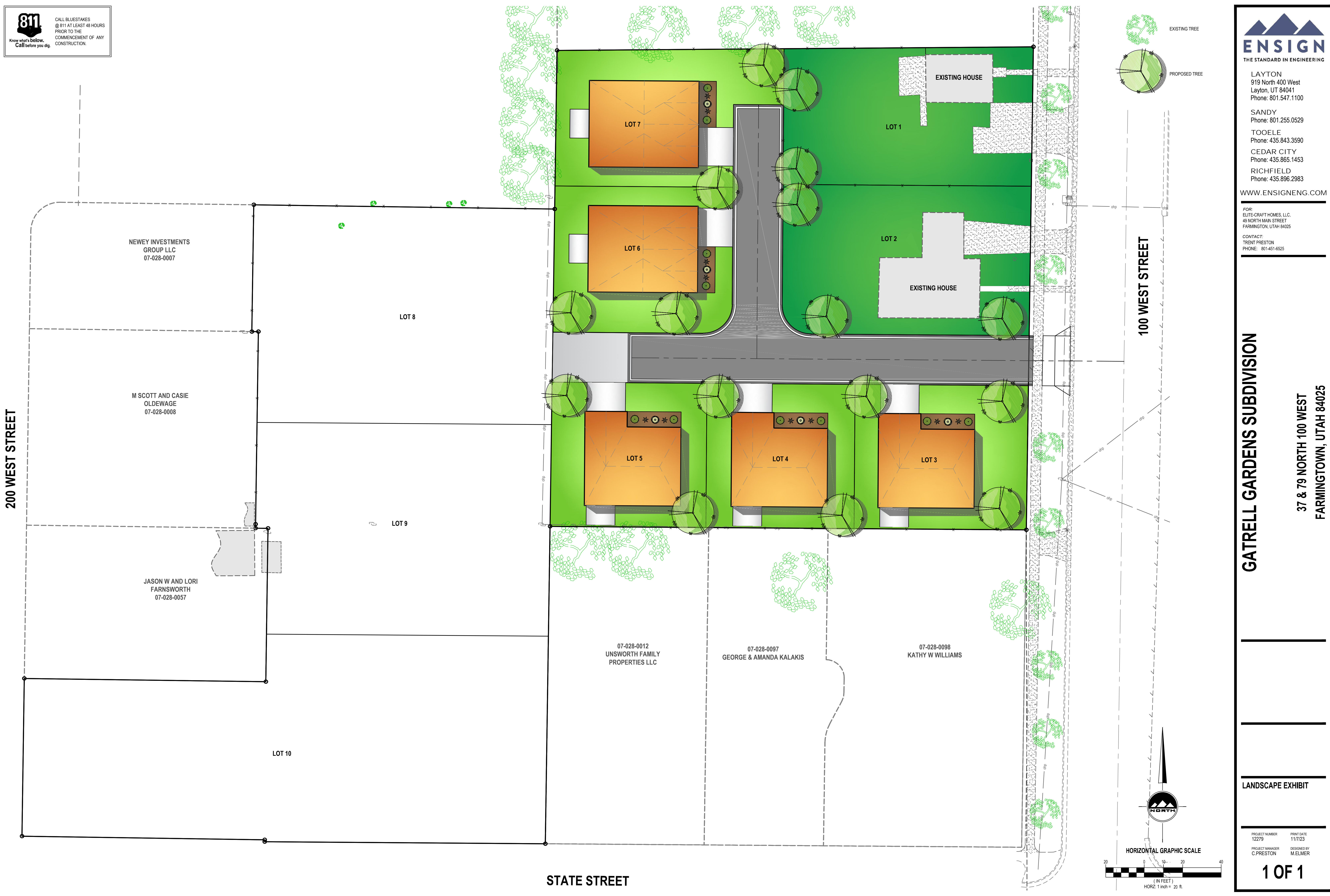
PROJECT MANAGER: C. PRESTON  
DESIGNED BY: M. ELMER

**1 OF 1**





**811**  
 CALL BLUESTAKES  
 @ 811 AT LEAST 48 HOURS  
 PRIOR TO THE  
 COMMENCEMENT OF ANY  
 CONSTRUCTION.  
 Know what's below.  
 Call before you dig.



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 THE STANDARD IN ENGINEERING

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 919 North 400 West  
 Layton, UT 84041  
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 FARMINGTON, UTAH 84025

CONTACT:  
 TRENT PRESTON  
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**GATRELL GARDENS SUBDIVISION**

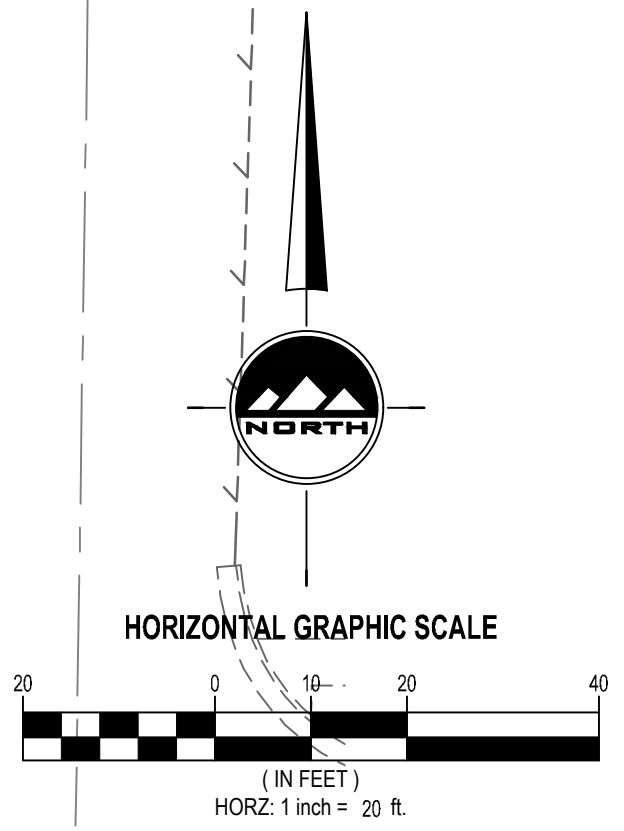
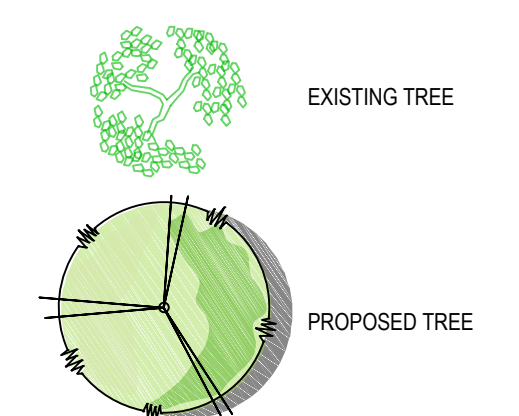
**37 & 79 NORTH 100 WEST**  
**FARMINGTON, UTAH 84025**

LANDSCAPE EXHIBIT

PROJECT NUMBER: 12279  
 PRINT DATE: 11/7/23

PROJECT MANAGER: C. PRESTON  
 DESIGNED BY: M. ELMER

**1 OF 1**









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

**DEVELOPMENT AGREEMENT**  
**FOR THE GATRELL PUD SUBDIVISION**

**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 Blake Bastian and Barbara & Erick R & Kyle R Fadel, Trustees, hereinafter referred to as the “Developer.”

**RECITALS:**

A. Developer owns approximately 2.7 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 Gatrell Gardens PUD Subdivision (the “Project”). Developer has submitted an application to the City seeking approval of the PUD overlay zone in accordance with the City’s Laws.

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

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

**AGREEMENT**

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

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

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

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall 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. **Compliance with Plans.** Development shall be completed in substantial compliance with Project shown in Exhibit “B” including but not limited to details regarding:

a) **Density.** The maximum number of lots in the Project is **10** lots.

b) **Common Space.** The Project contains 0% common space. The preservation of the 2 historic homes counts towards the open space.

c) **Building Height.** Buildings within the Project may be 1 or 2 stories not to exceed 27 feet per the OTR zone.

d) **Layout, Circulation, Connectivity.** Lot layout and street pattern shall be as indicated in Exhibit “B”

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 size and setback: The Property shall be developed in substantial compliance with Exhibit “B” wherein:

i) No lot shall be smaller than 5,775 sq. ft. nor be less than 70 ft. in width.

ii) Lots 3, 4, 5, 6, and 7:

(1) Garages must be set back a minimum of 18 feet from the front lot line while other portions of the home may be set back 15 feet from the front lot line.

iii) Lots 1-7:

(1) Rear yard setback shall be a minimum of 10 ft.

(2) Side yard setback shall be a minimum of 5 ft.

iv) Lot 9 shall be allowed to gain access via an easement and is not required to have frontage along a street.

**b) Architectural Standards.** Developer will follow OTR design guidelines within the Gatrell Gardens subdivision with the exception of lots 4, 5, 6, & 7. Lots 4, 5, 6, & 7 are exempt from following FMC 11-17-050 of Chapter 17 Original Townsite Residential Zone (OTR) of Farmington Code as it relates to garages. The developer will have the leeway to build the homes with 3 car garages without restrictions.

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

**a) Historic Preservation.** The 2 historic homes at 79 N 100 W Farmington and 37 N 100 W Farmington will be preserved. They will not be torn down, and if any modifications are done by the developer to those two home sites, such modifications must maintain their eligibility to remain on the National Historic Registry.

**b) Trees.** A minimum of 2 trees per lot shall be planted or maintained for interior lots. Corner lots shall plant or maintain a minimum of 3 trees each.

**c) Technical Review.** The Developer will meet all requirements of the city's DRC (Development Review Committee).

**d) Notification of Restriction.** Owner acknowledges that the obligation undertaken in this section is a restriction of applicant's rights under clearly established law – i.e., the City cannot normally require the planting of trees or preservation of homes as indicated. However, owner agrees that it is willing to accept this restriction in exchange for the benefits received from the City through this Agreement.

**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 to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner's association in the Project.

**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) and naming the City as an additional insured.

**10. 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.

**11. 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.

**12. Homeowner's or Commercial Building Owner's Association.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be 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. 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 the plat. This section survives termination under Subsection 20.b) of this Agreement, unless specifically terminated in writing.

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

**14. Legal Rights.** The Developer is represented by counsel and has had an opportunity to receive advice from counsel on this matter. The Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-9a-532(2)(c)(i) of the Utah Code. The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement under section 10-9a-532(2)(c)(ii), and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.

**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 3, 0, and 6.d) 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. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

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

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

33. **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.

34. **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.

**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”**

**Blake Bastian**

\_\_\_\_\_  
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 the foregoing instrument was signed by him.

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

**[Fadel Family Trust]**  
Trustee Name

\_\_\_\_\_  
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 the foregoing  
instrument was signed by him.

\_\_\_\_\_  
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 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 ID #07-028-0005**

Legal: BEG 4 FT 2 IN N OF SE COR OF LOT 5, BLK 9, PLAT A, FARMINGTON TS SURVEY, W 247.5 FT TO PT ON W SIDE OF SD LOT 5, DIST 4 FT 2 IN N FR SW COR OF SD LOT 5, N 77 FT, E TO PT ON 1ST W STR DISTANT 86 FT 2 IN N FR SE COR OF SD LOT 5, S 82 FT TO PT OF BEG. CONT. 0.451 ACRES.

**Davis County Parcel ID #07-028-0009**

Legal: ALL OF LOT 6, BLK 9, PLAT A, FARMINGTON TS SURVEY. CONT. 0.94 ACRES

**Davis County Parcel ID #07-028-0077**

Legal: BEG AT THE SE COR OF LOT 2, BLK 9, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 330 FT TO THE NE COR OF LOT 3, SD BLK 9; TH W 156.4 FT, M/L; TH S 64.36 FT; TH N 89°10' E 3.4 FT; TH S 103.85 FT; TH E 6.5 FT; TH S 79.7 FT; TH S 89°55' W 125.50 FT TO THE E LINE OF A STR; TH S 82.06 FT ALG SD STR TO THE N LINE OF STATE STR; TH E ALG THE N LINE OF STATE STR 272.0 FT TO THE POB. CONT 1.38 ACRES







**CITY COUNCIL AGENDA**

For Council Meeting:  
December 5, 2023

**PUBLIC HEARING:**

**Consideration of an agreement for exceptions  
which would accommodate Acer Trees, LLC**

**GENERAL INFORMATION:**

See staff report prepared Lyle Gibson Assistant Community Development Director.

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 12/5/2023  
**Subject:** Consideration of an agreement for exceptions which would accommodate a certain home business.

### RECOMMENDATION

Move the City Council approve the enclosed Agreement granting exceptions to permit certain business activity for a Home Occupation.

### Findings:

1. The items allowed by the agreement are appropriate at this location and there are sufficient mitigating factors within the agreement to adequately mitigate the impact of the allowed business activity on surrounding properties.
2. The use considered by the Agreement is consistent with the Farmington City General Plan and follows process outlined in FMC 11-35-050.

### BACKGROUND

Months back, the Community Development office received concerns related to items at the subject property. Upon investigation, it was determined by staff that there was business activity occurring on site in a manner that does not comply with city ordinances.

Currently, Acer Trees, LLC operates from this location. The owner of the business, Jeff Tolman, lives on the family property in one of two dwellings. The property owner, Jeff Tolman lives on site in the other unit.

The business has been in operation for multiple years based on an understanding of the business owner that they were okay to do so. The city is unable to establish a record of a permit or approval to allow the business activity and in its initial findings determined that the operation did not comply with city code. The resident and business owner asked the city to delay forcing a closure or relocation of the business while they explored the potential of receiving a formal approval in some fashion. City staff invited the Tolmans to a Planning Commission meeting to gauge whether or not there may be support to pursue an ordinance amendment or rezone process to allow the ongoing operation to continue. The Planning Commission directed staff to return with an option for their consideration.

The Agreement attached to this report is the proposed option from staff. Having considered broader sweeping ordinance updates or options for rezoning the property, a provision was identified in the existing code language that would allow for unique consideration of this property that would limit more wide spread or unintended implications of other options. Specifically [FMC 11-35-050 \(E\)](#) indicates that the City Council can approve exemptions from the standard provisions of the code in writing. This implies a process of establishing new land use regulations which is tantamount to a rezone and must follow the same process for consideration. As such, staff has determined that an Agreement having been vetted through a public hearing with the Planning Commission and decided upon by the City Council was the fairest route to the surrounding property owners with the least impact to the city at large while being able to consider accommodations for the applicant.

The Planning Commission held a public hearing on 11/16/23 and voted to recommend approval of the Agreement together with changes which have been included in the version of the Agreement found in this report. The Council may choose to approve, deny, or change the Agreement based on opinions as to how well the terms of the Agreement work at this location and in consideration of the city's [General Plan](#).

The comments received from neighbors during the public hearing held by the Planning Commission were supportive of the Tolmans' request. The Planning Commission wanted to ensure that oil changes to commercial vehicles were being done off-site or in an appropriate manner, that tree species which are selected to be planted are acceptable to the city, and that no additional lighting be installed to accommodate the business activity.

Respectfully submitted,



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

Review and concur,



**Brigham Mellor**  
**City Manager**

**Supplemental Information**

- 1. Farmington City General Plan Excerpt**
- 2. Agreement**

8. Encourage UDOT to construct and maintain east/west collectors over I-15, Legacy Highway, and Highway 89.

9. The Master Transportation Plan and all goals and policies listed in this plan, shall be reviewed periodically and updated and amended where appropriate.

10. Establish an internal transportation system within the City to service the commercial centers, make access to Lagoon and the commercial centers over the freeway systems more convenient, and minimize future congestion.

11. Locate and area that will accommodated light manufacturing and related uses yet minimizes truck, employee, vendor, and customer traffic through adjacent residential neighborhoods.

12. Establish, by ordinance, truck routes for heavy vehicles to best implement the goals and policies of the General Plan.

### **AGRICULTURAL GOALS AND POLICIES**

1. Foster an environment within the City in which agriculture can co-exist in urbanized areas.

2. Explore alternatives for preservation of agricultural lands as open space through purchase, lease, conservation easements, or otherwise.

3. Protect agricultural lands from storm runoff generated from adjacent developed areas.

### **RESIDENTIAL GOALS AND POLICIES**

1. Maintain Farmington as a predominately low density residential community.

a. Evaluate from time to time lot sizes in single family residential zones.

b. Protect the integrity of existing neighborhoods which have been developed as single-family residential areas (one dwelling unit per lot) but are zoned for multiple-family residential use.

2. Maintain and improve the appearance of residential areas in Farmington by:

a. developing a street tree planting program in subdivisions using tree selections which need minimum maintenance, will not buckle curbs or heave pavement, and will not foul utility lines;

b. increasing enforcement of the City's weed control ordinance through:

i. increasing citizen awareness and involvement;

ii. providing support for voluntary clean-up efforts by groups in the City;

iii. encouraging the planting and maintenance of grass and street trees along property frontages.

c. encouraging the use of underground utility lines;

d. constructing curb, gutter, and sidewalks in areas where potential safety problems could occur or where high pedestrian traffic exists. Utilize State sidewalk funds, CDBG program funds, and/or special improvement districts wherever possible;

e. encourage site development of new lots which does not necessitate long term parking of vehicles within the minimum setbacks from public streets;

f. encouraging additional street lighting to be installed by developers of new subdivisions or through special improvement districts.

3. Limit multiple-family residential development to those areas where it will serve as a transition from commercial or industrial uses to low density, single-family residential uses:

a. In evaluating multi-family proposals, give preference to condominium or planned unit development projects where owner occupied dwellings are proposed as opposed to rental units;

b. Consider limiting the size of multiple unit dwelling structures for rental purposes in order to maintain an architectural mass and scale which is compatible with surrounding development;

c. Continue to emphasize high quality in landscaping and architectural design for multiple family developments.

4. In general, as residential development occurs it should pay for itself and should occur in the most logical and reasonable progression:

a. Utilize present utility infrastructure to its maximum capacity before extending additional utilities to undeveloped land;

b. New developments should pay all costs directly attributable to the development even if distant from existing infrastructure except where regional infrastructure needs, as recommended by the City's Utility Master Plans, exceed those facilities which are necessary to serve the development. Impact fees may be used to pay a portion of these costs;

c. Scattered developments which necessitate high service costs should be avoided;

5. Encourage proper maintenance and/or rehabilitation of existing housing through:

a. enforcement of building codes;

b. rehabilitation of structurally sound housing and preservation of identified historic sites;

c. promotion of "clean it up, fix it up" campaigns in neighborhoods.

## COMMERCIAL AND INDUSTRIAL GOALS AND POLICIES

1. To improve the function and desirability of the downtown area, Farmington City should work in cooperation with Davis County, the Davis County School District, and downtown business owners to plan, and redevelop the downtown.

2. Consider developing a master plan for downtown Farmington which will detail some of the alternatives for growth and expansion, improved circulation, and general improvement of that area. Downtown could serve as a focal point for the City by:

- a. emphasizing a variety of service uses;
- b. Integrating leisure spaces within the commercial areas;
- c. developing a theme or image through the promotion of consistent architecture, landscaping, and/or emphasis on the City's historic heritage;
- d. establishing the area as the center for the City's cultural and social activities;
- e. promoting the area to attract businesses appropriate to a service/cultural center.

3. Consider other zoning designations for the downtown area which would more clearly reflect the nature of the area.

4. Promote retail commercial development at limited locations in planned, compact, and well designed centers.

5. Promote clean light industrial development in an aesthetically pleasing environment at limited locations, removed from residential development, and in close proximity to the freeway system. A light-manufacturing zone could serve as a location for a variety of light industrial, building, storage, and other uses typically found in most communities.

6. Maintain and improve the appearance of both commercial and industrial development through additional standards for landscaping along street frontages, and other buffer areas, and encouraging a high level of architectural design through master planned developments with covenants, restrictions, service agreements and governing controls of the project area.

7. Encourage appropriate buffering between all residential and non-residential uses to help mitigate undesirable impacts such as excessive noise, traffic, light pollution, inappropriate signage, incompatible parking areas, etc.

8. Encourage new commercial and industrial developments to incorporate into their designs elements of "Farmington Rock".

9. Encourage existing business to improve general maintenance and appearance.

10. Encourage the elimination or relocation of industrial businesses which are located in residential areas.

11. Improve the appearance and function of business signs by eliminating nonconforming signs or encouraging the redesign of existing signs to bring them into conformity

with the current Sign Ordinance.

12. Amend the Sign Ordinance to develop a consistent appearance for all monument, pole, and ground business signs with special consideration given to materials used to construct signs and lighting.

13. Design traffic circulation to promote access out to major roads and freeways, discouraging traffic in downtown or residential sections of the City.

## **ANNEXATION POLICIES**

It has been established that the ultimate east and west City limits of Farmington will be the Wasatch National Forest and the Great Salt Lake respectively. The City's Master Annexation Policy Declaration has also indicated an ultimate boundary with Kaysville on the north and with Centerville on the south. However, property in the northwest portion of Farmington's annexation policy area was annexed into Kaysville in 1986 and discussions were initiated in 1991 concerning adjustments to the boundary with Centerville.

1. The City should coordinate with Kaysville in encouraging annexation in the northern part of the City to comply with an annexation boundary agreed to by the two Cities.

2. The City should discuss with Centerville the merits of adjusting the current annexation boundary, established at Lund Lane, either north or south so that property on both sides of Lund lane is either entirely in Farmington or entirely in Centerville.

3. The following are policy guidelines for the eventual annexation of additional property into Farmington:

a. Unincorporated property should only be annexed upon the request of the property owners, or to control the development of the property with uses consistent with Farmington's General Plan.

b. As far as is practical, property should only be annexed if costs for extending municipal services are paid for by the annexing property owners.

c. Small individual properties may be considered for annexation, as long as development of those properties is coordinated with surrounding properties.

d. As property is annexed into the City, it should be classified with the zoning designation "A", unless the owners request another zone designation. Such requests may be reviewed by the Planning Commission and City Council, at the time of annexation, and should be handled as a rezone request.



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

**AGREEMENT ESTABLISHING  
HOME OCCUPATION EXEMPTIONS**

**THIS 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 **JEFFREY TOLMAN**, hereinafter referred to as the “Owner.”

**RECITALS:**

A. Owner owns approximately 1.9 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. Owner desires to allow for the operation of a business on the Property known as Acer Trees, LLC (the “Business”). Owner has sought approval of exemptions to the standard regulations for a Home Occupation as found in chapter 11-35 of the Farmington City Municipal Code (FMC). The ability to request an exemption is also outlined in FMC § 11-35-050 (E).

C. The City finds that the “Business” is appropriate for the Property as outlined herein and will allow for reasonable use of the property based on its location and particular conditions while ensuring the operation is done in such a manner as to not adversely impact surrounding properties.

D. The Property is presently zoned under the City’s zoning ordinance as Agricultural Estates (AE). 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 using the Property or any portions of the Project thereon shall do so 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 and use of the Property and the Project in addition to or in lieu of those contained in the City’s 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 Owner hereby agree as follows:

**1. Incorporation of Recitals – Agreement.** The above Recitals are hereby incorporated into this Agreement. This Agreement constitutes a development agreement pursuant to Utah Code Ann. § 10-9a-532.

**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, Owner agrees that any development or use 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, Owner 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 Owner without written consent of the City. The Project shall be developed by Owner 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. Exemptions.** 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) Home Occupation Allowances.**

i) Employees: In addition to permitted individuals identified in FMC 11-35-030 (A), the Business shall be allowed to have no more than 6 employees who are not related to a resident of the property. These employees may leave their vehicle on the Property between the hours of 6am and 8pm. Vehicles in the public right-of-way shall remain subject to standard traffic and parking regulations of Farmington City.

ii) Vehicles and Storage: Business shall be allowed to store vehicles and equipment necessary to the operation of the business at the Property where indicated in Exhibit “B” and limited to the following (Exemption from 11-35-030 (J) & (F) & (M)):

(1) In addition to as many as 6 vehicles that may be associated with the number of offsite employees, and in addition to vehicles otherwise on site for personal use of the residents of the Property, the Business shall be allowed up to 7 vehicles or trailers which are specific to the operation and function of the Business. Trailers count towards this limitation of 7 vehicles, even when attached to a truck. A trailer loaded with equipment such as a mini skid counts as 1 vehicle. If a mini skid is parked or stored off of a trailer, it shall count as a separate vehicle towards the allowed total.

(2) Rather than a limitation on vehicles size at 1 ton, vehicles on site shall be limited in size to those which do not require a Commercial Drivers License (CDL) for operation.

(3) Items stored on site shall be operable and regularly used for the function of the Business. Broken or obsolete equipment shall be removed from the Property within a reasonable timeframe or within 10 days of receiving notice from the City.

iii) Conduct off-site: It is recognized that the primary function of the Business takes place off site, where the main function of the Business on the Property is to schedule appointments and store equipment when not in use. (Exemption from 11-35-030 (J))

**b) Use of Property.**

i) This Agreement shall supersede FMC § 11-10-040(H)(4) which states that equipment and material stored in accessory buildings or yards shall be for personal use only and storage of nonagricultural commercial business in a yard or accessory buildings is not allowed. Equipment and Material shall be permitted as outlined in Section 5(a) and Exhibit “B” of this Agreement.

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

**a) Landscaping.** Owner shall plant trees which shall be selected from the Farmington City Approved Tree List Included in Exhibit “C” along the western property line in the general area identified in Exhibit “B” as a means to screen the business equipment and vehicles from view of the frontage road.

**b) Gate.** Owner shall install a gate near the front property line along the north driveway as indicated in Exhibit “B” to help screen the business from the frontage road.

**c) Vehicle Maintenance.** Work on vehicles and handling of materials such as oil shall be executed in a manner which is consistent with applicable Federal, State, and Local laws and ordinances.

d) **Lighting.** No lighting which is exclusively intended to aid in the function of the Business shall be installed on the property.

e) **Notification of restriction.** Owner acknowledges that the obligation undertaken in this section is a restriction of applicant's rights under clearly established law – i.e., the City cannot normally require the planting of trees as indicated. However, owner agrees that it is willing to accept this restriction in exchange for the benefits received from the City through this Agreement.

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

8. **Assignment.** Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment, or agree to immediately abandon the commercial use of the property.

9. **Owner Responsible for Project Improvements.** The Owner warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Owner. All costs of landscaping, and private drive maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Owner. City shall have no maintenance responsibility in relation to the property owned by Owner and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection 15 of this Agreement, unless specifically terminated in writing.

10. **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 Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

11. **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.

**12. 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 Owner in the ownership and development of any portion of the Project.

**13. Vested Rights.** The City and Owner intend that this Agreement be construed to grant the Owner all vested rights to use the Property 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 Owner 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, Owner shall have the right, but not the obligation, to elect to submit a land use application under such future ordinances, in which event the land use application will be governed by such future ordinances. By electing to submit a land use application under a new future ordinance, however, Owner shall not be deemed to have waived its right to submit or process other land use applications under the City Code that applies as of the effective date of this Agreement.

**14. 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.

**15. Termination.**

a) If any use permitted by this agreement which is not otherwise permitted by the zoning of the property ceases for a period of one (1) year or as identified in FMC § 11-5-070, then the use shall be considered abandoned and will not be permitted to restart under the terms of this Agreement. Cessation automatically applies if the Business does not maintain a business license with Farmington City for a period of 1 year or longer.

b) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Business is not licensed within three (3) months from the date of this Agreement or if Owner 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. Such termination may be effected by the City giving written notice of intent to terminate to the Owner. Whereupon, the Owner shall have sixty (60) days during which the Owner shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Owner 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.

c) The termination of a use due to a business license not being renewed is a restriction against the applicant's rights that would not otherwise be available to the city. The Owner acknowledges this restriction and agrees that it is willing to accept that restriction in exchange for the benefits it receives under this Agreement.

**16. 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.

**17. 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 Owner, or any successor-in-interest or assignee of the Owner in the event of any default or breach by the City or for any amount which may become due Owner, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

d) **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes and the approval of associated development agreements. The Owner 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 Owner represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide

commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

**f) No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Owner, 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 Owner's operations, or authorizes funding or payments to the Owner. This section does not apply to elected offices.

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

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

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

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

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

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

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

**OWNER**

**Jeffrey Tolman**

\_\_\_\_\_  
Jeffrey Tolman

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 legal subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of said Owner by an authorized signor, and duly acknowledgment to me that Owner 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**

**Address: 433 South 200 West**

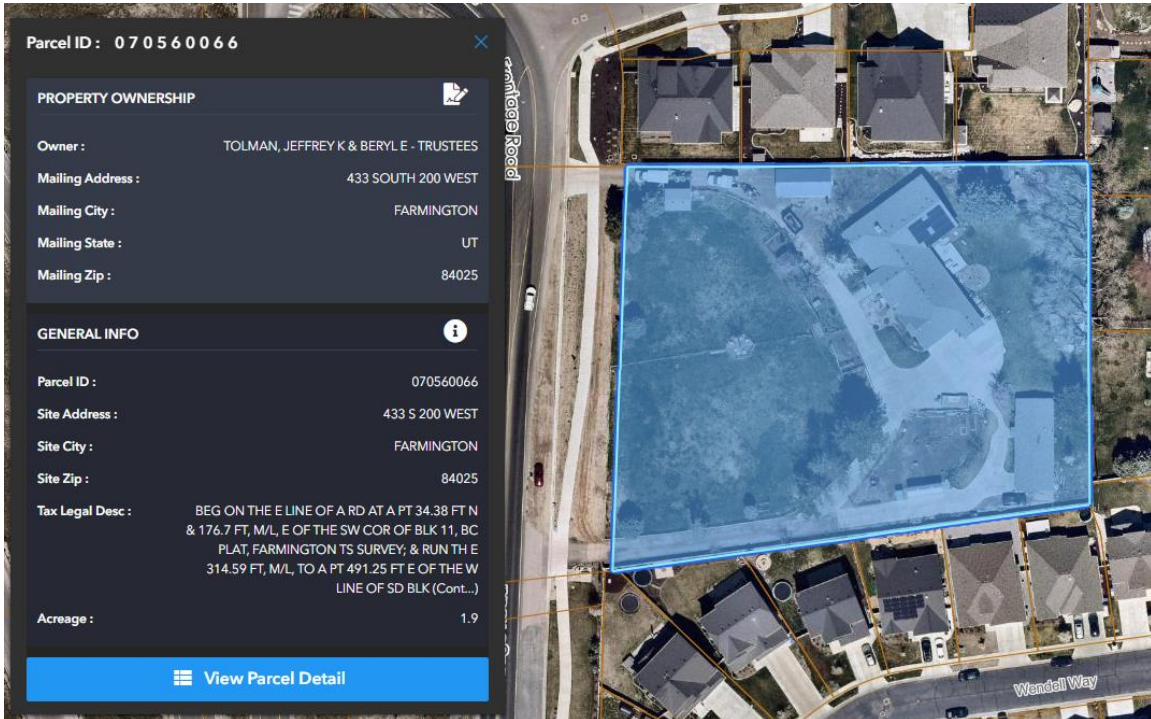
**Davis County Parcel No. 07-056-0066**

**Legal Description:**

BEG ON THE E LINE OF A RD AT A PT 34.38 FT N & 176.7 FT, M/L, E OF THE SW COR OF BLK 11, BC PLAT, FARMINGTON TS SURVEY; & RUN TH E 314.59 FT, M/L, TO A PT 491.25 FT E OF THE W LINE OF SD BLK; TH S 233.23 FT, M/L, TO A PT ON THE N'LY LINE OF QC DEED & FENCE LINE AGMT RECORDED 03/11/2014 AS E# 2793744 BK 5972 PG 579; SD PT IS S 0°15'40" E 13.62 FT FR THE SW COR OF LOT 28, STEED CREEK ESTATES SUB; TH ALG SD N'LY LINE THE FOLLOWING COURSE: S 82°01'49" W 336.67 FT ALG AN EXIST WOOD FENCE & THE EXTENSION THEREOF ON THE N LINE OF AN ABANDONED LANE, M/L, TO THE E LINE OF SD RD; TH N 2° E 269 FT, M/L, ALG SD RD TO THE POB.

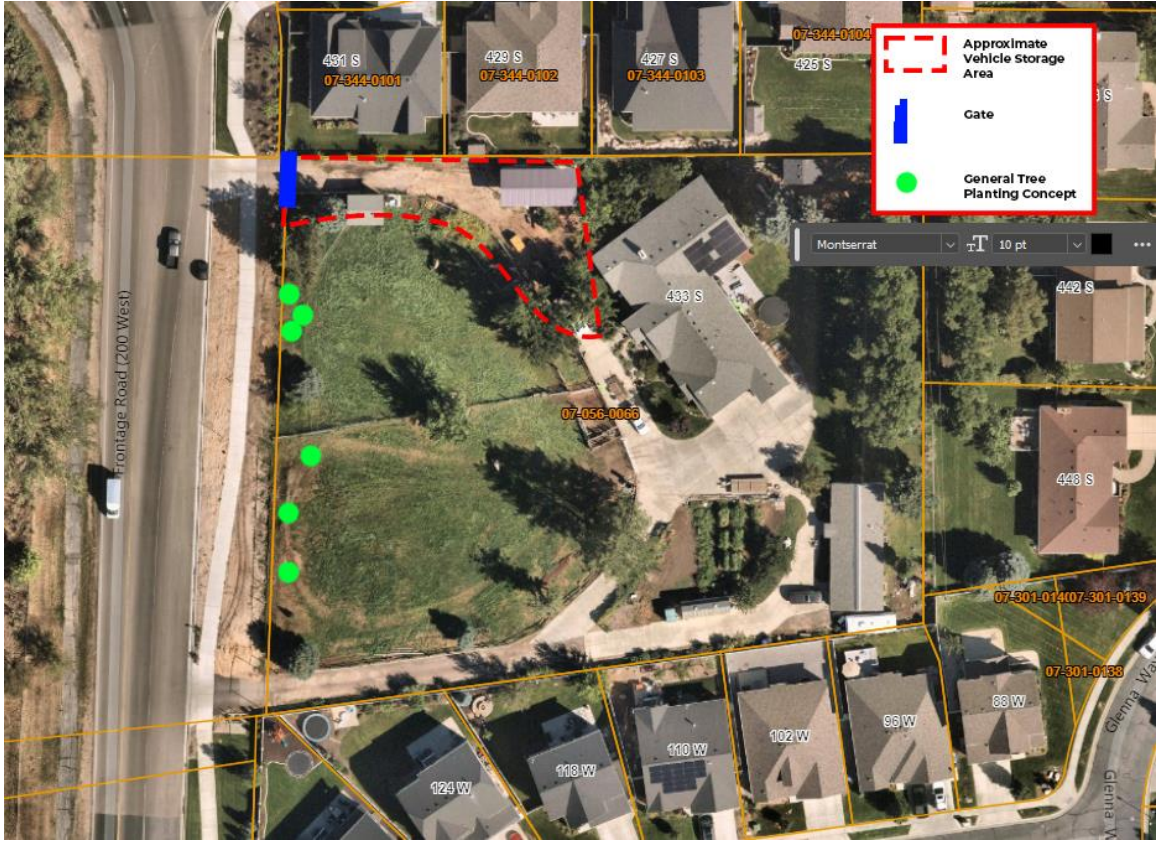
CONT. 1.90 ACRES

(NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)



# EXHIBIT "B"

## GENERAL DEVELOPMENT PLAN



## EXHIBIT “C”

### APPROVED TREE LIST

This list represents trees which were selected according to their proven dependability and practicality as street trees. Any trees which are planted in the park strip or public right of way shall be selected from this list. To ensure compliance, it is required that any tree species not listed in the approved tree list must receive approval from the city forester before planting. To initiate this process, interested parties are advised to send a formal request via email to [parks@farmington.utah.gov](mailto:parks@farmington.utah.gov). Following the submission of the request, the city forester will carefully evaluate the proposal and provide a timely decision.

Trees outside of the public right of way are recommended to be chosen from this list and may also include any evergreen trees such as pines and firs but are not required to be found herein.

#### **Small Trees:**

Hedge Maple  
Amur Maple  
Globe Norway Maple  
Globe Catalpa  
European Hornbeam  
Eastern Redbud  
Hawthorn  
English Hawthorn  
Lavalle Hawthorn  
Washington Hawthorn  
Fairmount Ginkgo  
Columnar Ginkgo  
Liberty Splendor Ginkgo  
Mayfield Ginkgo  
Flowering Crabapple  
Japanese Flowering Cherry  
Flowering Cherry  
Sweet Cherry  
Cherry Plum  
Canada Plum  
Common Bird cherry  
Chanticleer Pear

#### **Medium Trees**

Red Horsechestnut  
Norway Maple  
Cleveland Norway Maple  
Crimson King Norway Maple  
Fassen’s Black Norway Maple

Parkway Maple  
Sycamore Maple  
Green Ash  
Autumn Gold Ginkgo  
Princeton Sentry Ginkgo  
Sargent Cherry  
Yoshino Cherry  
Bradford Callery Pear  
Aristocrat Pear  
Autumn Blaze Pear  
Greenspire Linden  
Kentucky Coffee Tree

#### **Large Trees**

Common Horsechestnut  
Common Hackberry  
Ginkgo  
Thornless Common Honeylocust  
American Sweetgum  
London Planetree  
Bur Oak  
Pin Oak  
Red Oak  
English Oak  
Japanese Pagoda tree  
Common Baldcypress  
American Linden  
Littleleaf Linden  
Japanese Zelkova

**CITY COUNCIL AGENDA**

For Council Meeting:  
December 5, 2023

**BUSINESS:           Main Street Landmark Register Designation Ordinance**

GENERAL INFORMATION:

See staff report prepared David Peterson, Community Development Director

### CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** David Petersen – Community Development Director  
**Date:** 12/05/2023  
**Subject:** Main Street Landmark Register Designation Ordinance

### RECOMMENDATION

Move that the City approve the enclosed ordinance designating the historic resources located in the Main Street National Historic District as historic resources on the City's Historic Landmark Register.

#### Findings:

1. The Farmington Main Street Historic District is located within the corporate boundaries of Farmington City.
2. It is currently listed in the national register of historic places (the "national register").
3. The Main Street Historic District meets six (6) of the seven (7) criteria below necessary for Landmark Register Designation [note: only compliance with two of the seven criteria is required].
  - i. It is an easily identifiable visual feature of its neighborhood or the city because of its positioning, location, age, scale or style, and it contributes to the distinctive quality or identity of its area in such a way that its absence would negatively affect the area's sense of place;
    - a. The district is one of the most identifiable area of the city. It contains buildings from the entire settlement history of Farmington in a variety of styles and types ranging from small settlement-era vernacular classical homes to the recently constructed City Hall in 2010.
    - b. Unlike many main streets across the county, Farmington's main street is primarily single family residential.
    - c. The district area has the most historically intact collection of buildings in Farmington City, and maintains a cohesive historic streetscape with little modern infill between historic buildings.
  - ii. It figures importantly into Farmington City's founding or development through its uses, especially public uses;
    - a. The territorial legislature designated Farmington as the seat of government for the newly formed Davis County, and the first courthouse in Utah (an adobe building) was built in the district in 1854 to 1855. Although this building no longer exists, the recently restored Memorial Courthouse, constructed in 1933 is also part of the district at 28 East State Street.
    - b. The Rock Church (or meeting house) at 272 North was erected 1862-1863, and dedicated on January 9, 1864. The LDS Primary



- Association, conceived by Aurelia Spencer Rogers, was organized in this building. 224 children enrolled at the first meeting on August 25, 1878.
- c. The Hector C. Haight House at 208 North Main was built in 1857, and at one time was used as a hotel, which included a restaurant. It is now a single-family home.
  - d. The Farmington Tithing Office, located at 108 North Main Street and built in 1907, is the Farmington City museum.
  - e. The City purchased the Tithing Office for use as a City Hall in 1917. There have been three subsequent City Halls build since then, which includes the current City Hall constructed within the District at 160 South Main Street in 2010.
  - f. Davis County School District offices are also located on Main Street.
- iii. It is associated with persons significant in the founding or development of Farmington City, especially the earliest settler families (1847 - 1900); Hector Haight and his family were Farmington's earliest settlers in 1847, and two Haight homes are located within the district. The Haight's were joined by five other families in 1848 including the Burke, Davis, Grover, Miller and William Smith families, and six other families in 1848 including the Hess, Clark, J. Smith, Robinson, and Secrist, and Richard families. At least four of these 11 families have direct ties to the Main Street District.
  - iv. It is associated with events that have made a significant contribution to the founding or development of Farmington City;
    - a. The Farmington City General Plan states that is it is the social and cultural center of the community, and is the location of annual of parades, festival days and plays.
    - b. Main street is the location of Farmington's earliest commercial development, clustered primarily around State and Main street.
  - v. It illustrates an important architectural form, style or building technique, especially as an example of "local vernacular" (e.g., single- and two-story rock/adobe homes; simple brick Victorians) or as a singular example of form, style or technique within the city;
    - a. Architectural Classifications include: Mid-19 Century: Greek Revival; Late Victorian: Victorian; Late 19<sup>th</sup> and early 20<sup>th</sup> Century Revivals: Colonial Revival, Tudor Revival; Late 19<sup>th</sup> and early 20<sup>th</sup> Century American movements: Prairie School, Bungalow/Craftsman; and Other: Minimal Traditional, Ranch.
  - vi. It has been used as a wayfinding landmark for at least fifty (50) years;
    - a. Main Street is lined with mature deciduous trees, predominantly sycamores and is the major north-south "non-freeway" public right-of-way in Farmington. This section of Main Street is also S.R. 106.
    - b. Main Street is part of the alignment of the historic Lincoln Highway as well, a precursor to the Interstate Highway Act of 1956.

**BACKGROUND**

The City Council reviewed this Main Street Landmark Register request at a public hearing on September 19, 2023, and tabled consideration to allow time for additional feedback from property owners, to better understand the material in the staff report, and for further study. The 9.19.23 Council staff report included 16 documents consisting of 77 pages. One my refer back to that staff report at [www.farmington.utah.gov](http://www.farmington.utah.gov). The report also included a timeline, the updated version, which adds the 9.19.23 meeting is as follows:

TIMELINE	
Jan., 2011	Farmington Main Street Standard Reconnaissance Level Survey Final Report, Prepared by: Beatrice Lufkin (Historic Preservation Consultant)
2012	National Register of Historic Places Registration Form
2012	Designation to the National Register of Historic Places
May 2, 2022	Main Street District Open House where the FCHPC provided information about the Farmington City Historic Landmarks Register and received input from property owners.
	o Benefits for Historic Buildings and Structures in Farmington
	o Benefits of Landmark Register Designation [note: this repeats some information contained in the previous "Benefits" handout]
	o Historic Districts Are Good for your Pocket Book
	o Renovations "Decision Tree"
	o Zone vs. Historic Designation Chart
	o Historic Building Demolitions
	o Interactive Main Street Historic District Map
	o Main Street Historic District Parcel Map
	o Initial Main Street Property Owner Feedback Summary
June 1, 2023	FCHPC Letter of Request for Main Street Landmark Register Historic District
June 26, 2023	FCHPC meeting to determine if the request met the Landmark Register Historic District recommendation criteria.
	o Landmark Designation Recommendation Criteria: Section 11-39-050 C. of the Zoning Ordinance.
	o FCHPC Proposed Landmark District criteria determination.
Sep. 19, 2023	City Council Public Hearing

**Supplemental Information**

1. Vicinity Map
2. Ordinance designating the historic resources located in the Main Street National Historic District as historic resources on the City's Historic Landmark Register.

Respectfully submitted,

*David E. Petersen*

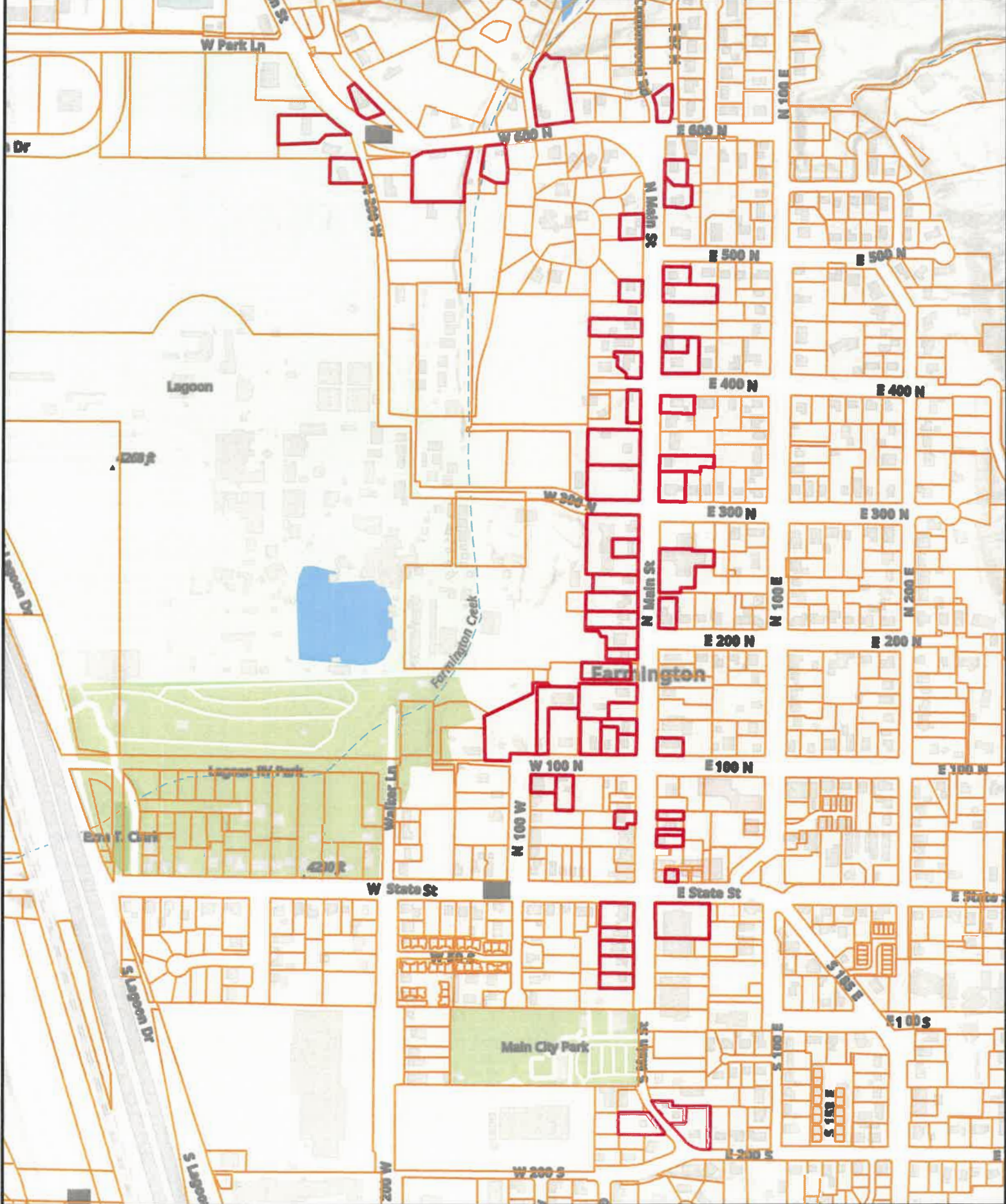
David Petersen  
Community Development Director

Review and concur,

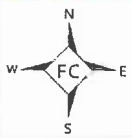
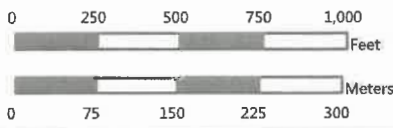


Brigham Mellor  
City Manager





**VICINITY MAP**  
**MAIN STREET LANDMARK DISTRICT**



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.



Date: 12/09/2021

**FARMINGTON, UTAH**

**ORDINANCE NO. 2023 - \_\_\_\_**

**AN ORDINANCE OF THE FARMINGTON CITY COUNCIL DESIGNATING THE CLARK LANE NATIONAL HISTORIC DISTRICT OF FARMINGTON CITY AS AN HISTORIC RESOURCE ON THE FARMINGTON HISTORIC LANDMARKS REGISTER.**

**WHEREAS**, the Farmington City Council recognizes that the historical heritage of the Farmington community is among its most valued and important community assets; and

**WHEREAS**, the designation of an Historic Resource to the Farmington Historic Landmarks Register serves to protect that district and to preserve Farmington’s historical heritage; and

**WHEREAS**, the Main Street National Historic District is currently listed with National Register of Historic Places; and

**WHEREAS**, the Farmington Historic Preservation Commission finds that the Main Street National Historic District satisfies the criteria governing the designation of Historic Resources to the Farmington Historic Landmark Register and has recommended to the Farmington City Council that the Main Street National Historic District be so designated;

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

**Section 1. Designation.** Contributing properties in the Main Street National Historic District of Farmington City as further identified and described in **Exhibit A** attached hereto, and by the referenced made a part hereof, are hereby designated as Historic Resources on the Farmington Historic Landmark Register.

**Section 2. Notice of Listing.** A notice of designation shall be mailed to the owners of record of each property set forth in Exhibit A together with a copy of Chapter 39 of the Zoning Ordinance titled “Historic Buildings and Sites”.

**Section 3. Recordation.** The Historic Preservation Commission shall record this ordinance with the City Recorder’s Office and the Davis County Recorder’s Office

**Section 4. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 5. Effective Date.** This Ordinance shall become effective twenty (20) days after publication or posting, or thirty (30) days after passage, whichever occurs first.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 5<sup>th</sup> DAY OF DECEMBER, 2023.**

**FARMINGTON CITY**

ATTEST:

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

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

# Exhibit A

## Parcel I.D. Number/Legal Description

### **070250023**

BEG 90 1/4 FT W OF NE COR OF LOT 1, BLK 15, PLAT A, FARMINGTON TS SURVEY, S 33 FT, W 78 FT, N 33 FT, E 78 FT TO BEG. ALSO, BEG NE COR OF LOT 1, BLK 15, PLAT A, FARMINGTON TS SURVEY, S 69 FT, W 90 1/4 FT, N 69 FT, E 90 1/4 FT. CONT. 0.195 ACRES.

### **070280040**

BEG 12 FT S FR NE COR OF LOT 6, BLK 3, PLAT A, FARMINGTON TS SURVEY; TH S 72 FT; TH W 160 FT; TH N 72 FT; TH E 160 FT TO BEG. CONT. 0.264 ACRES.

### **070230013**

BEG ON N LINE OF A STR 80 FT W FR SE COR LOT 2, BLK 23, PLAT A. FARMINGTON TS SURVEY; TH N 165 FT TO N LINE SD LOT; TH W 52.5 FT TO A PT 115 FT E OF NW COR SD LOT; TH S 71.0 FT; TH W 115 FT TO E LINE OF STR; TH S 94 FT ALG SD STR; TH E 167.5 FT ALG SD N LINE OF STR TO POB. CONT. 0.455 ACRES.

### **070280080**

BEG AT A PT 94 FT N OF THE SE COR OF LOT 1, BLK 3, PLAT A, FARMINGTON TOWNSITE SURVEY, & RUN TH N 70 FT, TH W 160 FT, TH S 70 FT, TH E 160 FT TO THE POB. CONT 0.26 ACRES

### **072200006**

ALL OF LOT 3, HADDEN CORNER SUB. CONT 0.40 ACRES LESS & EXCEPT: A PART OF LOT 3, HADDEN CORNER SUB; BEG AT THE MOST NE'LY COR OF SD LOT 3, AT THE E'LY LINE OF SD LOT, TH S 00°17'15" W 95.72 FT, TH N 89°43'00" W 61.44 FT, TH N 00°17'15" E 95.72 FT, TH S 89°43'00" E 61.44 FT TO THE POB. BEING THE E'LY 61.44 FT OF SD LOT 3. CONT. 0.134 ACRES TOTAL ACREAGE 0.267 ACRES

### **070230120**

BEG SW COR LOT 2, BLK 20, PLAT A, FARMINGTON TS SURVEY; TH N 141.00 FT; TH E 120.50 FT; TH S 141.00 FT; TH W 120.5 FT TO BEG. CONT. 0.3904 ACRES. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

### **070280041**

BEG 164 FT N FR SE COR OF LOT 1, BLK 3, PLAT A, FARMINGTON TS SURVEY, W 160 FT, N 82 FT, E 160 FT, S 82 FT TO BEG. CONT. 0.306 ACRES.

### **070220003**

THE S 1/2 OF LOT 6, BLK 22, PLAT A, FARMINGTON TS SURVEY. CONT. 0.47 ACRES

### **070220009**

ALL OF LOT 6, BLK 21, PLAT A, FARMINGTON TS SURVEY. CONT. 0.94 ACRES.

### **070260001**

BEG SW COR OF LOT 4, BLK 17, PLAT A, N 2.5 RODS, E 150 FT, S 5 RODS, W 150 FT, N 2.5 RODS TO BEG. CONT. 0.28 ACRES ALSO BEG 206.5 FT S FR NE COR OF LOT 4, BLK 17, PLAT A, W 97.5 FT, N 73 FT, E 97.5 FT, S 73 FT TO BEG. CONT. 0.15 ACRES ALSO BEG AT PT 242 FT N FR SW COR OF LOT 2, BLK 17, PLAT A, N 46.75 FT, E 165 FT, S 96.75 FT, W 65 FT, N 50 FT, W 100 FT TO BEG. RESERVING A STRIP OF LAND 3 FT WIDE 96.75 FT IN LENGTH ALG E SIDE OF THE ABOVE DESC TRACT TO BE USED FOR WATER DITCH TO CONVEY WATER TO ADJACENT LAND ON S. CONT. 0.254 ACRES ALSO BEG 165 FT N FR THE SW COR OF LOT 2, BLK 17, PLAT A, TH N 77 FT, TH E 100 FT, TH S 77 FT, TH W 100 FT TO THE BEG. CONT. 0.17 ACRES TOTAL ACREAGE 0.854 ACRES

### **070310100**

ALL OF LOT 4, BLK 2, PLAT A, FARMINGTON TS SURVEY. CONT. 0.94 ACRES (NOTE: THIS LEGAL IS FOR I.D. PURPOSES ONLY)

**080880020**

BEG ON S LINE PPTY CONV IN F/871 AT A PT 13.51 CHAINS N & 38.16 CHAINS N 89°40' W OF SE COR SEC 13-T3N-R1W, SLM, TH S 89°40' E 2406 FT, M/L, TO W LINE OF A 50 FT STR, THIS BEING THE TRUE POB, TH N 89°40' W 130 FT, TH S 0°20' W 110 FT, TH S 89°40' E TO PT ON W LINE SD ROAD, TH NW'LY ALG W LINE SD ROAD ON 1697.3 FT RAD CURVE TO LEFT TO BEG. CONT. 0.329 ACRES

**072740002**

ALL OF LOT 2, GROVE AT FARMINGTON CREEK PUD, THE. CONT. 0.43000 ACRES.

**070230097**

BEG AT A PT ON THE S LINE OF A STR & ON THE N LINE OF LOT 4, WH IS S 89°58'10" W 91.00 FT FR THE NE COR OF LOT 4, BLK 20, PLAT A, FARMINGTON TS SURVEY; & RUN TH S 89°58'10" W 157.04 FT ALG THE S LINE OF SD STR TO THE NW COR OF LOT 4; TH S 0°18'50" W 80.49 FT ALG THE W LINE OF LOT 4 & THE E LINE OF A STR; TH S 89°50'53" E 100.00 FT PARALLEL WITH THE S LINE OF LOT 4; TH S 0°18'50" W 4.00 FT; TH S 89°50'53" E 57.06 FT PARALLEL WITH THE S LINE OF LOT 4; TH N 0°18'03" E 84.99 FT PARALLEL WITH THE E LINE OF LOT 4 TO THE POB. CONT. 0.296 ACRES

**070230012**

BEG AT NW COR LOT 2, BLK 23, PLAT A, FARMINGTON TS SURVEY; TH E 115 FT; TH S 71 FT; TH W 115 FT; TH N 71 FT TO BEG. CONT. 0.18 ACRES.

**070280035**

BEG 117 FT S FR NE COR OF LOT 5, BLK 3, PLAT A, FARMINGTON TS SURVEY, S 60 FT, W 160 FT, N 60 FT, E 160 FT TO BEG. CONT. 0.22 ACRES

**070260077**

BEG AT THE SW COR OF LOT 2, BLK 14, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 81.20 FT, TH E 119.14 FT; TH S 81.20 FT; TH W 119.14 FT, THE POB. CONT. 0.22 ACRES

**070340132**

BEG AT A PT 890 FT E & 491 FT S FR THE NW COR OF BLK 11, BC PLAT, FARMINGTON TS SURVEY; & RUN TH S 101.5 FT, TH E TO AN INTERSECTION WITH AN INTERSECTION WITH THE W LINE OF PPTY CONV TO GORDON & REED VAN FLEET, ETAL, RECORDED IN BK 210 OF DEEDS AT PG 266; TH N'LY ALG SD W LINE TO THE INTERSECTION WITH THE W LINE OF A CERTAIN STR; TH NW'LY ALG THE W LINE OF SD STR TO A PT DUE E FR THE POB; TH W TO THE POB. LESS & EXCEPT THE W'LY PORTION OF ABOVE PPTY & DESC AS FOLLOWS: BEG AT THE NW COR OF THE ABOVE DESC PPTY & TH FOLLOWING THE W PPTY LINE S 101.50 FT TO THE SW COR OF SD PPTY; TH E 113.60 FT ALG S LINE OF SD PPTY; TH N 101.50 FT TO THE N PPTY LINE OF SD PPTY, SD PT ALSO BEING ON THE S LINE OF PPTY OWNED BY THE CITY OF FARMINGTON, TAX ID# 07-034-0109 (DEED READS TAX ID# 07-034-0103), TH W 113.60 FT ALG THE N LINE OF SD PPTY TO THE POB. CONT. 0.29 ACRES

**070340014**

BEG AT PT ON E SIDE CERTAIN LANE OR STR 429 FT S & 1101.5 FT E FR NW COR BLK 11, PLAT BC, FARMINGTON TS SURVEY, E 147 FT, S 27.5 FT, E 64.5 FT, S 78 FT, W 73.5 FT, NW'LY 164 FT TO BEG. CONT. 0.278 ACRES

**070250026**

BEG SE COR OF LOT 1, BLK 15, PLAT A, FARMINGTON TS SURVEY; N 96 FT, W 90 1/4 FT, S 96 FT, E 90 1/4 FT TO BEG. CONT 0.235 ACRES

**070290013**

BEG AT NW COR OF LOT 4, BLK 10, PLAT A, FARMINGTON TS SURVEY, S 82.5 FT, E 121.5 FT, N 82.5 FT, W 121.5 FT TO BEG. CONT. 0.23 ACRES

**070290021**

BEG 106.5 FT N FR SE COR LOT 6, BLK 10, PLAT A, FARMINGTON TS SURVEY; TH N 58.5 FT; TH W 99 FT; TH S 75.5 FT; TH E 59.0 FT; TH N 17 FT; TH E 40 FT TO POB. CONT. 0.148 ACRES.

**070250012**

BEG AT THE NE COR OF LOT 5, BLK 15, PLAT A, FARMINGTON TS SURVEY, S 50 FT, W 150 FT, N 50 FT, E 150 FT TO BEG. CONT. 0.17 ACRES WITH R/W

**070250011**

BEG AT THE NE COR OF LOT 5, BLK 15, PLAT "A", FARMINGTON TS SURVEY & RUN TH N 99.0 FT TO THE SE COR OF LOT 1, BLK 16, IN SD PLAT "A"; TH W 247.5 FT; TH S 18.0 FT; TH E 61.0 FT; TH SE'LY 30.0 FT, M/L, TO A PT 174.0 FT W & 56.0 FT N OF THE POB; TH E 24.0 FT; TH S 56.0 FT; TH E 150.0 FT TO THE POB. CONT. 0.40 ACRES

**070280034**

BEG AT NE COR LOT 5, BLK 3, PLAT A, FARMINGTON TS SURVEY; TH S 117 FT; TH W 160 FT; TH N 117 FT; TH E 160 FT TO BEG. CONT. 0.424 ACRES

**070200046**

PART OF LOT 3, BLK 26, PLAT A, FARMINGTON TS SURVEY & PART OF THE SW 1/4 OF SEC 18-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE W LINE OF SD BLK 26 & THE E LINE OF MAIN STR SD PT BEING LOC N 00°17'15" E ALG THE MONU LINE OF 100 EAST STR 1195.80 FT & N 89°43'00" W ALG THE MONU LINE OF 500 NORTH STR 545.87 FT & N 00°17'15" E 231.50 FT FR THE MONU MARKING THE INTERSECTION OF 100 EAST & 300 NORTH OF BLK 20, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 00°17'15" E 140.53 FT TO THE S LINE OF HADDEN CORNER SUB; TH S 44°53'55" E ALG SD S LINE 59.40 FT; TH S 89°43'00" E ALG SD S LINE 82.61 FT; TH S'LY & W'LY THE FOLLOWING (9) CALLS ALG A FENCE: S 00°09'14" W 90.98 FT; TH S 89°39'43" W 7.69 FT; TH S 00°19'08" W 7.12 FT; TH S 89°33'43" W 16.95 FT; TH S 00°51'16" E 3.43 FT; TH N 89°34'39" W 48.81 FT; TH N 00°19'28" E 4.81 FT; TH N 88°40'00" W 41.48 FT; TH S 00°44'54" W 2.50 FT; TH N 89°55'15" W 10.09 FT TO THE POB. CONT. 0.30 ACRES

**070250033**

BEG AT PT 75 FT N FR SE COR LOT 6, BLK 15, PLAT A, FARMINGTON TS SURVEY; TH W 273.24 FT; TH N 90 FT; TH E 273.24 FT; TH S 90 FT TO BEG. CONT. 0.56 ACRES ALSO: BEG AT A PT 134.66 FT W FR SE COR OF LOT 6, BLK 15, PLAT A, FARMINGTON TS SURVEY; TH W 138.58 FT; TH N 75 FT; TH E 138.58 FT; TH S 75 FT TO POB. CONT. 0.24 ACRES TOTAL ACREAGE 0.80 ACRES

**070210009**

BEG ON THE S LINE OF A STR AT A PT S 82° W 47.6 RODS FR THE NE COR OF LOT 9, BLK 15. BC PLAT, FARMINGTON TS SURVEY; & RUN TH S 82° W 231.0 FT ALG THE S LINE OF SD STR; TH S 60° W 54.45 FT; TH S 206.12 FT, M/L, TO THE N'LY LINE OF THE PPTY CONV TO DEAN K SWANER ET UX BY WD DATED 06/16/1959 & RECORDED 06/17/1959 IN BK 165 PG 426; TH E 231.0 FT, M/L, TO THE CENTER OF A CREEK; TH N'LY UP TO THE CENTER OF SD CREEK TO THE POB. CONT 1.00 ACRES

**070250001**

BEG 82.5 FT N FR SE COR LOT 5, BLK 16, PLAT A, FARMINGTON TS SURVEY, N 82.5 FT, W 247.5 FT, S 165 FT, E 123.75 FT, N 82.5 FT, E 123.75 FT TO BEG. ALSO, BEG 4 RODS S FR SE COR LOT 1, BLK 21, PLAT A, FARMINGTON TS SURVEY, W TO A PT 4 RODS DUE S FR SW COR LOT 1, S 2 RODS, E ALG N LINE LOT 5 TO NE COR THEREOF, N 2 RODS TO BEG. ALSO, N 1/2 LOT 6, BLK 16, PLAT A, FARMINGTON TS SURVEY. CONT. 1.368 ACRES.

**070250006**

BEG AT PT E 33 FT FR SW COR OF LOT 6, BLK 16, PLAT A, FARMINGTON TS SURVEY, E 214.5 FT, N 82.5 FT, W 214.5 FT, S 82.5 FT TO BEG. CONT. 0.41 ACRES

**070250008**

BEG NE COR OF LOT 1, BLK 16, PLAT A, FARMINGTON TS SURVEY, S 89 FT, W 247.5 FT, N 89 FT, E 247.5 FT TO BEG. CONT. 0.51 ACRES.

**070250010**

BEG AT SE COR OF LOT 1, BLK 16, PLAT A, FARMINGTON TS SURVEY, N 4 RODS 10 FT, W 15 RODS, S 4 RODS 10 FT, E 15 RODS TO BEG. CONT. 0.43 ACRES.



**070250025**

BEG 90 1/4 FT W FR SE COR OF LOT 1, BLK 5, PLAT A, FARMINGTON TS SURVEY, W 78 FT, N 132 FT, E 78 FT, S 132 FT TO BEG. CONT. 0.23 ACRES

**070250016**

BEG 28.5 RODS W, 20 RODS N FR SE COR OF BLK 15, PLAT A, E 50 FT, S 10 FT, W 50 FT, N 10 FT TO BEG. CONT 0.01 ACRES ALSO, ALL OF LOT 3, BLK 15, PLAT A, FARMINGTON TS SURVEY. CONT 1.20 ACRES ALSO, BEG SW COR OF LOT 2, BLK 15, PLAT A, N 20 RODS, E 1 2/5 RODS, S 20 RODS, W 1 3/5 RODS TO BEG. CONT. 0.20 ACRES TOTAL ACREAGE CONT. 1.41 ACRES

**070250030**

COM AT THE SE COR OF LOT 3, BLK 16, PLAT A FARMINGTON TS SURVEY (ALSO KNOWN AS LOT 5, BLK 16, PLAT A, THEY BEING ONE & THE SAME IDENTICAL LOT IN TOWN OF FARMINGTON TS SURVEY); & RUN TH N 82.5 FT; TH W 123.75 FT; TH S 82.5 FT; TH E 123.75 FT TO THE POB. CONT. 0.235 ACRES

**070300031**

BEG AT THE SW COR OF LOT 3, BLK 11, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 79.5 FT; TH E 123.75 FT; TH S 79.5 FT; TH W 123.75 FT TO POB. LESS & EXCEPT THEREFR THE N'LY 27 FT. CONT. 0.149 ACRES

**070300030**

THE N'LY 27 FT OF THE FOLLOWING DESC PPTY: BEG AT THE SW COR OF LOT 3, BLK 11, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 79.5 FT; TH E 123.75 FT; TH S 79.5 FT; TH W 123.75 FT TO POB. CONT. 0.077 ACRES

**070300023**

BEG 125 FT N OF THE SW COR OF LOT 3, BLK 11, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 40 FT TO THE NW COR OF SD LOT 3; TH E 123.75 FT; TH S 40 FT; TH W 123.75 FT TO THE POB. CONT. 0.113 ACRES

**070300016**

BEG 43 FT 6 IN E FR THE SW COR OF LOT 2, BLK 11, PLAT A, FARMINGTON TS SURVEY; TH N 57 FT 7 IN; TH E 56 FT 5 IN; TH S 57 FT 7 IN; TH W 56 FT 5 IN TO THE POB. CONT. 0.07 ACRES.

**070250034**

BEG AT A PT 273.25 FT W & 314.0 FT N OF THE SE COR OF BLK 15, PLAT A, FARMINGTON TS SURVEY & RUN TH W 197.0 FT; TH S 314.0 FT TO THE N LINE OF A STR; TH E 55.0 FT ALG SD STR; TH N 215.5 FT; TH E 142.0 FT; TH N 98.5 FT TO THE POB. CONT. 0.72 ACRES

**080880018**

BEG AT A PT ON W R/W LINE OF STATE ROAD 106, N 0°51'14" W 1094.80 FT ALG SEC LINE & W 252.86 FT FR SE COR SEC 13-T3N-R1W, SLM; TH W 222.43 FT; TH S 134.69 FT; TH N 87°44'07" E 184 FT; TH N 41°03'19" E 50.45 FT; TH N 88°23'19" E 113.64 FT TO W'LY R/W LINE OF STATE ROAD 106; TH NW'LY ON A CURVE TO RIGHT; THE RAD OF WHICH IS N 32°48'32" E 691.6 FT, A DIST OF 138.53 FT TO POB. CONT. 0.70 ACRES.

**070140066**

A PART OF THE SW 1/4 OF SEC 18-T3N-R1E (DEED READS 18-T4N-R1E), SLB&M, DESC AS FOLLOWS: BEG AT A PT WH LIES S 89°45'41" E 1379.04 FT & S 00°14'19" W 1410.34 FT FR THE W 1/4 COR OF SD SEC 18; TH N 88°14'33" E 5.85 FT; TH S 00°10'56" E 116.72 FT; TH S 15°42'01" W 60.93 FT; TH S 89°48'39" W 58.11 FT; TH N 02°24'11" W 50.77 FT; TH ALG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 61.77 FT, WHOSE RAD IS 170.00 FT, WHOSE CHORD BEARS N 12°48'46" W, 61.43 FT; TH ALG A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 12.31 FT, WHOSE RAD IS 100.00 FT, WHOSE CHORD BEARS N 19°41'48" W, 12.30 FT; TH N 52°53'32" E 87.19 FT; TH N 88°14'33" E 18.76 FT TO THE POB. LESS & EXCEPT THAT PORTION LOCATED WITHIN 600 NORTH STR. ALSO, LESS & EXCEPT THAT PORTION LYING WITHIN ROCK MILL LANE DESC AS FOLLOWS: THE BASIS OF BEARING FOR THIS DESC IS S 0°14'10" W BETWEEN THE MONU LOCATED AT THE CENTERLINE OF MAIN STR & 500 NORTH & MAIN STR & 400 NORTH, THE POB FOR THIS DESC IS N 07°07'40" E 1362.88 FT FR THE SURVEY MONU AT MAIN STR & 500 NORTH IN FARMINGTON CITY, THE BEARINGS IN THE SUB WERE ROTATED 0°06'35" TO THE RIGHT TO MATCH THIS BASIS OF BEARING. BEG AT THE NW COR OF LOT 8, STONEY BROOK SUB, A SUB OF

PART OF SEC 18-T3N-R1E, SLB&M; & RUN TH N 85°21'08" W 44.43 FT ALG THE PROJECTION OF THE N LINE OF SD SUB TO A PT WH IS 42.00 FT W'LY FR THE W LINE OF SD SUB; TH S 23°41'08" W 136.37 FT ALG A LINE PARALLEL FR SD W LINE OF THE SUB TO A PT OF CURVATURE TO A 135.12 FT RAD CURVE TO THE LEFT; TH CONTINUING ALG SD PARALLEL LINE FOR AN ARC DIST OF 58.74 FT (CENTRAL ANGLE = 24°54'22" CHORD BEARING & DIST = S 11°13'57" W 58.27 FT); TH CONTINUING ALG SD PARALLEL LINE S 01°13'14" E 307.30 FT TO THE N LINE OF THE PPTY RECORDED IN BK 2582 PG 574 RECORDED 11/15/1999 & RUN TH N 84°05'06" E ALG SD N LINE 1 FOOT, M/L, TO THE W LINE OF THE PPTY CONV IN BK 454 PG 543 RECORDED 04/21/1971 & RUN TH S 177 FT, M/L, ALG SD LINE TO A PT DESC IN SD DEED AS BEING 132.00 FT N 0°21'15" E & 13.2 FT N 83°50' E OF THE NW COR OF BLK 26, PLAT A, FARMINGTON TS SURVEY; TH FOLLOWING THE CALLS IN SD DEED S 83°50' W 13.20 FT; TH S 0°21'15" W 33.00 FT ALG THE E LINE OF A STR TO THE N LINE OF A STR; TH S 89°39' E 59.00 FT, M/L, TO THE W LINE OF STONEY BROOK SUB; TH ALG SD W LINE N 01°13'14" W 519 FT, M/L, TO A PT OF CURVATURE TO A 93.12 FT RAD CURVE TO THE RIGHT ON SD W SUB LINE; TH N'LY ALG THE ARC OF SD CURVE FOR A DIST OF 40.48 FT (CENTRAL ANGLE = 24°54'22" CHORD BEARING & DIST = N 11°13'57" E 40.16 FT); TH N 23°41'08" E 150.86 FT TO THE POB. ALSO, PART OF THE SW 1/4 OF SEC 18-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 89°45'40" E 1352.45 FT & S 00°14'20" W 1527.83 FT FR THE W 1/4 COR OF SD SEC 18; TH N 83°39'10" E 13.20 FT; TH N 00°10'50" W 115.49 FT; TH N 88°14'26" E 14.35 FT; TH S 01°21'00" E 29.50 FT; TH S 00°10'56" E 104.41 FT; TH ALG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 258.07 FT, AN ARC LENGTH OF 17.04 FT, A DELTA ANGLE OF 03°47'03", A CHORD BEARING OF S 13°37'59" W, & A CHORD LENGTH OF 17.04 FT; TH N 89°49'50" W 24.21 FT; TH N 00°10'25" E 33.00 FT TO THE POB. (NAD83 BEARING OF S 89°25'05" E BETWEEN THE W 1/4 COR & THE CENTER OF SEC 18). ALSO, PART OF THE SW 1/4 OF SEC 18-T3N-R1E, SLB&M, DESC AS FOLLOWS: BEG AT A PT, SD PT BEING S 89°45'40" E 1352.45 FT & S 00°14'20" W 1527.83 FT FR THE W 1/4 COR OF SD SEC 18; TH S 00°10'25" W 33.00 FT; TH S 89°49'50" E 24.21 FT; TH ALG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RAD OF 258.07 FT, AN ARC LENGTH OF 26.08 FT, A DELTA ANGLE OF 05°47'23", A CHORD BEARING OF S 18°25'12" W & A CHORD LENGTH OF 26.07 FT; TH S 89°48'10" W 57.16 FT; TH N 02°24'11" W 50.77 FT; TH ALG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RAD OF 184.93 FT, AN ARC LENGTH OF 2.43 FT, A DELTA ANGLE OF 00°45'12", A CHORD BEARING OF N 02°49'37" W, & A CHORD LENGTH OF 2.43 FT; TH N 83°39'10" E 43.80 FT TO THE POB. (NAD83 BEARING OF S 89°25'05" E BETWEEN THE W 1/4 COR & THE CENTER OF SEC 18). LESS & EXCEPT ANY OF THE FOLLOWING IN CONFLICT WITH THE ABOVE DESC PPTY: A PART OF THE SW 1/4 OF SEC 18-T3N-R1E (DEED READS 18-T4N-R1E), SLB&M, DESC AS FOLLOWS: BEG AT A PT WH LIES S 89°45'41" E 1379.04 FT & S 00°14'19" W 1410.34 FT FR THE W 1/4 COR OF SD SEC 18; TH N 88°14'33" E 5.85 FT; TH S 00°10'56" E 116.72 FT; TH S 15°42'01" W 60.93 FT; TH S 89°48'39" W 58.11 FT; TH N 02°24'11" W 50.77 FT; TH ALG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 61.77 FT, WHOSE RAD IS 170.00 FT, WHOSE CHORD BEARS N 12°48'46" W, 61.43 FT; TH ALG A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 12.31 FT, WHOSE RAD IS 100.00 FT, WHOSE CHORD BEARS N 19°41'48" W, 12.30 FT; TH N 52°53'32" E 87.19 FT; TH N 88°14'33" E 18.76 FT TO THE POB. LESS & EXCEPT THAT PORTION LOCATED WITHIN 600 NORTH STR. ALSO, LESS & EXCEPT THAT PORTION LYING WITHIN ROCK MILL LANE DESC AS FOLLOWS: THE BASIS OF BEARING FOR THIS DESC IS S 0°14'10" W BETWEEN THE MONU LOCATED AT THE CENTERLINE OF MAIN STR & 500 NORTH & MAIN STR & 400 NORTH, THE POB FOR THIS DESC IS N 07°07'40" E 1362.88 FT FR THE SURVEY MONU AT MAIN STR & 500 NORTH IN FARMINGTON CITY, THE BEARINGS IN THE SUB WERE ROTATED 0°06'35" TO THE RIGHT TO MATCH THIS BASIS OF BEARING. BEG AT THE NW COR OF LOT 8, STONEY BROOK SUB, A SUB OF PART OF SEC 18-T3N-R1E, SLB&M; & RUN TH N 85°21'08" W 44.43 FT ALG THE PROJECTION OF THE N LINE OF SD SUB TO A PT WH IS 42.00 FT W'LY FR THE W LINE OF SD SUB; TH S 23°41'08" W 136.37 FT ALG A LINE PARALLEL FR SD W LINE OF THE SUB TO A PT OF CURVATURE TO A 135.12 FT RAD CURVE TO THE LEFT; TH CONTINUING ALG SD PARALLEL LINE FOR AN ARC DIST OF 58.74 FT (CENTRAL ANGLE = 24°54'22" CHORD BEARING & DIST = S 11°13'57" W 58.27 FT); TH CONTINUING ALG SD PARALLEL LINE S 01°13'14" E 307.30 FT TO THE N LINE OF THE PPTY RECORDED IN BK 2582 PG 574 RECORDED 11/15/1999 & RUN TH N 84°05'06" E ALG SD N LINE 1 FOOT, M/L, TO THE W LINE OF THE PPTY CONV IN BK 454 PG 543 RECORDED 04/21/1971; & RUN TH S 177 FT, M/L, ALG SD LINE TO A PT DESC IN SD DEED AS BEING 132.00 FT N 0°21'15" E & 13.2 FT N 83°50' E OF THE NW COR OF BLK 26, PLAT A, FARMINGTON TS SURVEY; TH FOLLOWING THE CALLS IN SD DEED S 83°50' W 13.20 FT; TH S 0°21'15" W 33.00 FT ALG THE E LINE OF A STR TO THE N LINE OF A STR; TH S 89°39' E 59.00 FT, M/L, TO THE W LINE OF STONEY BROOK SUB; TH ALG SD W LINE N 01°13'14" W 519 FT, M/L, TO A PT OF CURVATURE TO A 93.12 FT RAD CURVE TO THE RIGHT ON SD W SUB LINE; TH N'LY ALG THE ARC OF SD CURVE FOR A DIST OF 40.48 FT (CENTRAL ANGLE = 24°54'22" CHORD BEARING & DIST = N 11°13'57" E 40.16 FT); TH N 23°41'08" E 150.86 FT TO THE POB. TOTAL ACREAGE 0.26 ACRES



**070220020**

A PART OF THE SW 1/4 OF SEC 19-T3N-R1E, SLM; BEG AT A PT WH IS S 0°14'10" W 69.00 FT FR THE NE COR OF LOT 1, BLK 22, PLAT A FARMINGTON TS SURVEY; SD PT ALSO BEING N 89°45'50" W 49.50 FT & N 0°14'10" E 145.50 FT ALG THE W'LY R/W LINE OF MAIN STR FR THE BRASS MONU IN THE INTERSECTION OF 400 NORTH & MAIN STR, BASIS OF BEARING BEING N 0°14'10" E ALG THE CENTER LINE OF MAIN STR AS MONUMENTED; TH S 0°14'10" W 120.50 FT ALG SD R/W LINE; TH N 89°45'50" W 70.00 FT; TH N 0°14'10" E 20.00 FT; TH N 52°21'31" W 53.502 FT; TH N 0°14'10" E 45.00 FT; TH N 89°45'50" W 15.00 FT; TH N 0°14'10" E 23.00 FT; TH S 89°45'50" E 127.50 FT TO THE POB. CONT. 0.28 ACRES

**070220010**

ALL OF LOT 1, BLK 21, PLAT A, FARMINGTON TS SURVEY. CONT 0.94 ACRES.

**070140050**

BEG AT A PT ON THE S'LY LINE OF PPTY CONV IN WARRANTY DEED RECORDED 04/11/2017 AS E# 3013209 BK 6741 PG 41 & MORE CORRECTLY DESC IN SURVEYOR'S AFFIDAVIT RECORDED 05/04/2017 AS E# 3017959 BK 6758 PG 26 AT A PT 1437.50 FT E & S 20°32' W 907.55 FT & S 34°42' W 268 FT & S 48°49' W 107.4 FT & S 40°36'00" W 172.65 FT FR NW COR OF SW 1/4 SEC 18-T3N-R1E, SLB&M; TH S 40°36' W 63.65 FT; TH S 21°50' W 80 FT; TH S 8° E 241.5 FT, M/L, TO N LINE OF A STR; TH N 83°30' E 174.9 FT ALG N'LY LINE SD STR TO A PT 2 CHAINS, M/L, N & 6.88 CHAINS S 83°50' W ALG N'LY LINE SD STR FR NW COR BLK 26, PLAT A, FARMINGTON TS SURVEY; TH N 9° W 297.97 FT, M/L, TO SD S LINE OF PPTY DESC IN SD SURVEYOR'S AFFIDAVIT; TH ALG SD LINE THE FOLLOWING TWO COURSES: S 89°48'39" W 65.15 FT & N 49°24'00" W 33.85 FT TO POB. CONT. 1.381 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

**070250035**

BEG N 0°18'45" E 99.00 FT ALG THE W LINE OF MAIN STR & N 89°41'14" W 30.00 FT FR THE SE COR OF LOT 5, BLK 15, PLAT A, FARMINGTON TS SURVEY AT A PT N 0°22'00" E 595.86 FT ALG THE MONU LINE IN MAIN STR TO THE INTERSECTION OF THE CENTERLINE OF MAIN STR & 100 NORTH STR & N 0°18'45" E 379.50 FT ALG THE MONU LINE IN MAIN STR & N 89°41'14" W 49.50 FT FR A FARMINGTON CITY SURVEY MONU LOC AT THE INTERSECTION OF STATE STR & MAIN STR; & RUN TH S 0°18'45" W 79.00 FT; TH N 89°41'14" W 233.24 FT & N 0°18'45" E 79.00 FT & E 233.24 FT, M/L, TO BEG. CONT. 0.465 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

**070230035**

BEG 216 FT N FR SW COR LOT 2, BLK 20, PLAT A, FARMINGTON TS SURVEY; TH E 247.5 FT; TH S 51 FT; TH W 60 FT; TH S 24 FT; TH W 187.5 FT; TH N 75 FT TO POB. CONT. 0.42 ACRES.

**070220015**

BEG AT THE NE COR OF LOT 5, BLK 21, PLAT A, FARMINGTON TS SURVEY; & RUN TH S 132.0 FT; TH W 75 FT; TH N 156.50 FT; TH E 75.0 FT; TH S 24.5 FT TO THE POB. CONT. 0.270 ACRES.

**080540095**

BEG AT A PT ON THE W LINE OF FARMINGTON CITY RD WH IS N 0°16'51" W ALG THE SEC LINE 1239.75 FT & W 115.49 FT FR THE SE COR OF SEC 13-T3N-R1W, SLB&M; & RUN TH S 44°30'00" E ALG SD W LINE 196.67 FT; TH S 69°45'18" W 83.21 FT TO THE E LINE OF STATE RD NO 109 & A PT ON A CURVE TO THE RIGHT HAVING A RAD OF 596.60 FT; TH ALG SD E LINE & SD CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°45'05" FOR AN ARC DIST OF 49.47 FT THE CHORD OF WH BEARS N 59°02'44" W A CHORD DIST OF 49.46 FT; TH N 21°21'26" W 129.67 FT; TH N 52°33'47" E 37.60 FT TO THE POB. CONT. 0.2903 ACRES

**070260012**

BEG AT THE SW COR OF LOT 2, BLK 17, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 141.0 FT ALG THE W LINE OF SD LOT 2; TH E 80.0 FT; TH S 141.0 FT TO THE SOUTH LINE OF SD LOT; TH W 80.0 FT ALG THE SOUTH LINE OF SD LOT & THE N LINE OF A STR TO THE POB. CONT. 0.26 ACRES

**070230002**

ALL OF THE S 1/2 OF LOT 4, BLK 23, PLAT A, FARMINGTON TS SURVEY. CONT 0.47 ACRES.

**070210049**

BEG ON THE W LINE OF A STR AT A PT 1.96 CHAINS N FR THE NE COR OF BLK 22, PLAT A, FARMINGTON TS SURVEY; & RUN TH S 87°28' W 111.08 FT TO THE E LINE OF LOT 24, GROVE AT FARMINGTON CREEK PUD AMD & EXT, THE; TH N 117.98 FT ALG SD SUB TO S LINE OF LOT 17A; TH N 87°28' E 111.74 FT TO THE W LINE OF SD STR; TH S 118.0 FT ALG SD STR TO THE POB. CONT. 0.305 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

**070220022**

COM FR AN EXISTING BRASS CAP MARKING THE CENTERLINE OF MAIN STR & 500 NORTH STR, S 00°14'10" W ALG THE CENTERLINE OF MAIN STR 214.50 FT & W 49.50 FT TO THE W R/W LINE OF MAIN STR, ALSO MARKING THE POB OF THIS PARCEL; TH CONTINUING W 110.00 FT; TH N 00°14'10" W 99.00 FT; TH E 110.00 FT; TH S 00°14'10" W 99.00 FT TO THE POB. CONT. 0.25 ACRES

**070290014**

BEG 46 FT W OF NE COR OF LOT 4, BLK 10, PLAT A, FARMINGTON TS SURVEY, W 80 FT, S 165 FT, E 80 FT, N 165 FT TO BEG. CONT. 0.30 ACRES

**070250024**

BEG 168.25 FT W FR SE COR LOT 1, BLK 15, PLAT A, FARMINGTON TS SURVEY; TH W 95.75 FT; TH N 165 FT; TH E 95.75 FT; TH S 165 FT TO BEG. CONT. 0.34 ACRES.

**070340053**

BEG 1313 FT E & 528.5 FT S FR NW COR BLK 11, PLAT BC, FARMINGTON TS SURVEY; TH N 78 FT; TH E 109.5 FT; TH S 194.17 FT, M/L, TO N LINE OF STR; TH S 89°40' W 22.26 FT, M/L, ALG SD STR; TH NW'LY 99.6 FT ALG ARC OF 120 FT RAD CURVE TO RIGHT ALG SD STR; TH N 42°46' W 105.95 FT, M/L, ALG SD STR TO PT DUE W OF POB; TH E 73.5 FT, M/L, TO POB. CONT. 0.53 ACRES

**070230074**

BEG 1313 FT E & 528.5 FT S FR NW COR BLK 11, PLAT BC, FARMINGTON TS SURVEY; TH N 78 FT; TH E 109.5 FT; TH S 194.17 FT, M/L, TO N LINE OF STR; TH S 89°40' W 22.26 FT, M/L, ALG SD STR; TH NW'LY 99.6 FT ALG ARC OF 120 FT RAD CURVE TO RIGHT ALG SD STR; TH N 42°46' W 105.95 FT, M/L, ALG SD STR TO PT DUE W OF POB; TH E 73.5 FT, M/L, TO POB. CONT. 0.53 ACRES

## **CITY COUNCIL AGENDA**

For Council Meeting:  
December 5, 2023

### **SUMMARY ACTION:**

1. Station Point Development Agreement Modification related to Moderate Income Housing
2. Farmington City Historic Preservation Chair - David Barney
3. Ordinance Establishing Dates, Time and Place for holding Regular City Council Meetings
4. Minutes Approval for 11-14-23

## **CITY COUNCIL STAFF REPORT**

To: Honorable Mayor and City Council  
From: David Petersen, Community Development Director  
Date: December 5, 2023  
SUBJECT: **Station Point – Development Agreement Modification Related to Moderate Income Housing**

### **RECOMMENDED MOTION**

Move that the City Council approve a proposed modified Development Agreement for the Station Point Subdivision (see enclosed document).

#### Findings:

Same as the February 7, 2023 findings of approval by the City Council for the rezone, development agreement, and schematic subdivision plan (see attached minutes).

### **BACKGROUND**

The Council previously approved the development agreement several months ago on February 7, 2023. The project includes 5 single family detached units similar to the homes in the Avenues directly north and adjacent to this site; however, due to setback distance requirements from the residential neighborhood to the west, one of the homes cannot exceed two stories in height while the remaining four dwellings are three stories each. Their property covers a gap in street and sidewalk improvements between the Avenues and the Rail Trail. The proposed plans show a continuation of improvements matching those to the north.

Last February, the applicant provided an exhibit as part of the DA demonstrating the specifics of how they plan to address the City's moderate-income housing requirement. The approach is the same; that is, the applicant will install sidewalk and street improvements beyond their property boundary south to the rail trail which is an improvement valued at nearly \$25k counting by ordinance as 'some other benefit'---and then will pay the difference in cash to the City's moderate-income housing fund (the fee in lieu less the \$25K). However, this "difference" decreased

from \$81k to \$261 when they realized, and then demonstrated to City staff, that in today's market (Dec. 2023) the 2-story unit, is much less in value than their 3 story homes, and as such meets affordable housing unit thresholds for a family with a household income at 80% AMI, except for the \$25,261 gap which they are willing to provide as mentioned above.

**SUPPLEMENTAL INFORMATION**

1. Vicinity Map
2. Development Agreement
3. CC Minutes, February 7, 2023.

Respectfully Submitted



David Petersen  
Community Development Director

Concur



Brigham Mellor  
City Manager





Parcel Id #(s): 08-074-0073

When recorded return to:  
Farmington City Hall  
Attn: City Recorder  
160 S. Main Street  
Farmington, UT 84025

**DEVELOPMENT AGREEMENT**  
**FOR THE STATION POINT SUBDIVISION**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **Henry Walker Land of Northern Utah, a Limited Liability Company**, hereinafter referred to as the “Developer.”

**RECITALS:**

A. Developer owns approximately 0.590 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 Station Point (the “Project”). Developer has submitted an application to the City seeking approval of a zone change to Residential Mixed Use in accordance with the City’s Laws.

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

D. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City’s Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to 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. **Developer Obligations.** Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

a) The Property shall be developed consistent with the plans provided in Exhibit B of this Agreement, which is incorporated by reference. Plans included with this agreement are conceptual and do not represent approved utility or stormwater infrastructure. Final design is still to be determined and approved through preliminary and final plat review. Plans shall meet all applicable city ordinances and the dead-end street accessing the west side of the homes as well as the storm drain system and detention basins shall all be privately held and maintained.

5. **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. After installation of required infrastructure by Developer, the City shall provide public services to the Project such as culinary water, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner's association in the Project.

6. **Number of Units**

a) **Unit Count.** The maximum number of units in the Project is 5.

b) **Common Space.** The Project contains at least 30% common spaces which meet the standards of City Code.



c) **Building Height.** Buildings within the Project may be 40 feet and or 3 stories in height excluding those within 300 feet from a residential zone. Structures within this buffer may be 27 feet and or/ 2 stories in height.

d) **Layout, Circulation, Connectivity.** The Project shall establish a traffic layout consistent with Exhibit B.

7. **Moderate Income Housing - In Lieu Undertaking.** The City generally expects that ten percent (10%) of developed units within a Project will be reserved for moderate-income housing purposes, as governed by Farmington City Municipal Code. Developer has proposed the following in lieu of providing that housing:

a) Developer will continue sidewalk and road improvements from the south border of the property to the Denver and Rio Grande Western Rail Trail. Road Improvements include curb and gutter and any additional asphalt from the existing road to the curb. Completing these improvements will enhance access to public facilities for pedestrians in moderate income housing units in the area. The cost of the aforementioned improvements will be deducted from the fee amount calculated and shown in Exhibit C.

The City accepts this in lieu proposal as a satisfactory substitute for the moderate-income housing obligation ordinarily provided, due to the small size of this Project. This Agreement is a “written agreement regarding the number of moderate-income housing units” as contemplated under Utah Code Ann. § 10-9a-535(1)(a).

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 the 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) and naming the City as an additional insured.

10. **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.

11. **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.

**12. Homeowner's Association.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by a private homeowner's association. 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 homeowner's association. The City shall have no maintenance responsibility in relation to the property owned by the homeowner association and shall only plow and maintain public roads that are designated as public on the plat.

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

**14. 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: J Fisher Companies  
Attn: Chad Bessinger  
1216 Legacy Crossing Blvd. Suite 300  
Centerville, Utah 84014

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

**15. 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.

16. **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.

17. **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.

18. **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.

19. **Termination.** 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.

20. **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.

21. **General Terms and Conditions.**

a) **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the

subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

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

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

**d) Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes 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. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

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

**h) Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of

whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

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

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

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

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

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

**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”**

**HENRY WALKER LAND OF  
NORTHER UTAH**

\_\_\_\_\_  
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 Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability 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 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

#### PARCEL 1:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE 304.68 FEET SOUTH 00°12'25" WEST ALONG THE SECTION LINE, AND 66 FEET WEST TO THE TRUE POINT OF BEGINNING; AND THENCE SOUTH 00°12'25" WEST, 273.13; THENCE NORTH 34°22'07" WEST, 331.72 FEET; THENCE SOUTH 89°47'35" EAST TO THE BEGINNING.

#### PARCEL 2:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE 634.68 FEET SOUTH 00°12'25" WEST ALONG THE SECTION LINE, AND 66 FEET WEST TO THE TRUE POINT OF BEGINNING; AND THENCE SOUTH 00°12'25" WEST, 75.29 FEET; THENCE NORTH 34°22'07" WEST, 91.44 FEET; THENCE SOUTH 89°47'35" EAST, 51.89 FEET TO THE BEGINNING.





Feb 7, 2023  
Old

EXHIBIT C

Moderate Income Housing In Lieu Calculator

Calculations are based on a 5 unit project. 10% equals half a unit

Single Family

80% AMI Davis County	30% of the 80% AMI
\$ 78,300.00	\$ 23,490.00
Comparable Homes Sold	\$ 485,333.00
Mortgage amount	\$ 273,000.00
Interest Rate	5.20%
Annual P&I	\$ 18,165.96
PMI	0.75% \$ 2,047.50
Utility Allowance	3 Bed 1485
Insurance	0.15% \$ 409.50
Taxes	0.5% \$ 1,365.00
Total Yearly Housing Expense	\$ 23,472.96
Comparable Home Prices Subtract the Mortgage for Half a Unit	\$ 106,166.50
Cost of Sidewalk and Curb	\$ 24,814.00
10% Affordable Housing Fee In Lieu Subtracting the Cost of Sidewalk and Curb	\$ 81,352.50

# EXHIBIT C (1 OF 3)

## Moderate Income Housing Fee In Lieu Calculator

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Calculations are based on a 5 unit project. 10% equals half a unit

### Single Family

---

80% AMI Farmington City	30% of Income
\$ 86,047.20	\$ 25,814.16

Two Story Sales Price	\$ 377,000.00
Affordable Home Price	\$ 326,850.00
Down Payment	\$ 18,850.00
Mortgage amount	\$ 308,000.00
Interest Rate	5.20%
Annual P&I	\$ 20,494.93
PMI	0.75% \$ 2,310.00
Utility Allowance	2 Bed \$ 990.00
Insurance	0.15% \$ 462.00
Taxes	0.5% \$ 1,540.00
Total Yearly Housing Expense	\$ 25,796.93

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Difference of Sales Price and Affordable Home Price	\$ 50,150.00
10% Affordability (Half Unit)	\$ 25,075.00
Cost of Sidewalk and Curb (Public Benefit)	\$ 24,814.00

10% Affordable Housing Fee In Lieu Subtracting the Cost of Sidewalk and Curb	\$ 261.00
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Proposed  
(New)

## (2 OF 3)

### Multi Family

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60% AMI Affordable Rent	\$	1,347.00
Utility Allowance	\$	100.00
HOA Fees	\$	80.00
Total	\$	1,167.00

Market Rate		1800
60% AMI Affordable Rent	\$	1,167.00
Difference	\$	633.00
Annual Difference	\$	7,596.00
Interest Rate	6.50%	
NPV (30 Year)		\$99,193.70

# (3 OF 3)

Farminton AMI  
\$ 107,559.00

\$ 20,494.93

\$16,016.00  
\$4,478.93

\$16,016.00

\$0.00

# Minutes

governed by legal principles and not driven by public clamor or political considerations.

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

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

## **Station Point Schematic Subdivision Plan, Zone change from Agriculture (A) to Residential Mixed Use (RMU) and Development Agreement**

Assistant Community Development Director **Lyle Gibson** presented this agenda item: Request for recommendation of a minor schematic subdivision for the proposed Station Point Subdivision, consisting of five lots on 1.10 acres of property at approximately 148 S. 1100 West. The applicant is also requesting consideration of a Development Agreement and a rezone of the property from A to RMU.

This property, which is located across the street from the Legacy Event Center, is on the triangular piece just south of The Avenues between the Denver and Rio Grande Western (D&RGW) Rail Trail and 1100 West. The applicant is requesting a change in the underlying zoning in order to allow for smaller-lot, single-family detached homes shown in the schematic subdivision plan for the Station Point development. The proposal includes five single-family detached units similar to the homes in The Avenues directly north and adjacent to this site. The homes would be accessed from an alley on the west side of the project. Because the street is a dead-end, it includes a hammer head, which serves as a turn-around for large vehicles including public safety vehicles. The Development Review Committee (DRC) is concerned about people parking there, blocking neighbors and possibly emergency vehicles. Under the current design, measures will need to be taken to ensure that the turn-around is kept free of parked vehicles. While each home has a two-car garage, only a few of the homes have a driveway which can also accommodate parked cars. The private drive requires only one point of access onto 1100 West Street, which is across from an existing access into the Legacy Event Center. This single access allows the homes to face the north and east sides of the property. This property covers a gap in street and sidewalk improvements between The Avenues and the Rail Trail. The proposed plans show a continuation of improvements matching those to the north.

The requested RMU zoning district allows for single-family small lots and attached units such as townhomes. Buildings in this district may be up to three stories high and should be oriented towards the street. 30% of each zone lot is required for open space along 1100 West. The proposed homes are three stories in height with the exception of a two-story home on the far south end due to a 300-foot buffering distance shown on the plan. There is about 100 feet between the project and the Utah Transportation Authority (UTA) Right of Way (ROW).

The Planning Commission tabled the schematic subdivision plan and zone change from A to RMU on June 23, 2022, for several reasons. The Commission talked about the architecture and doing something with the stucco walls to give more architectural details. Parking stalls along

1100 West would need to be striped by the applicant, and signage may need to be added telling Legacy Events Center patrons not to park in those spots. Another component is moderate housing, as part of the Development Agreement is that 10% of the units be allocated for moderate-income housing. It is difficult to get 10% of five units, so the applicant is proposing a \$80,000 fee in lieu instead. This money will be contributed to the City to earmark toward moderate-income housing projects.

The applicant returned to the Planning Commission on January 5, 2023, with updates to the plan, and the Commission recommended the Council approve the motion. The applicant has since provided an exhibit demonstrating how to address the City's moderate income housing requirement, which has been included with the Development Agreement. The applicant plans to install sidewalk and street improvements beyond their property boundary to the south to the Rail Trail, which is an improvement valued at nearly \$25,000. The ordinance would count this as "some other benefit." The remainder fee in lieu would be the \$80,000 previously mentioned.

Applicant **Luke Martineau** (1216 Legacy Crossing Boulevard, Centerville, Utah) said this land was purchased about three years ago. They listened to feedback from the City Council that they bridge the gap between the residential and the project to the north.

**Logan Paul**, representing the home builder (1082 W. Dutch Lane, Kaysville, Utah) addressed the Council. To solve the parking situation, there will be deeper and larger garages. New materials, pop outs, garage pergolas, and windows will be added as well. Renderings show the colors, which will be decided by the applicant, not the homeowners. The width of the hammer head is determined by the code for private lanes.

**Gibson** said it is tight, but Staff believes it will work for ladder trucks in the worst case scenario. Since the project has private streets, snow removal will be their issue. **Paul** said the Homeowner's Association (HOA) will hire a company for garbage removal. Garbage cans will fit in residents' garages, which are of sufficient size to hold two cars and a garbage can. **Isaacson** said most of the garages in The Avenues are full of stuff, not cars, so cars are now parked on the street. The proposed driveways don't look deep enough to park a car. He said he always thought it was a mistake to allow on-street parking on 1100 in front of The Avenues. **Paul** said some driveways can fit a smaller car. Having a massive 40-foot deep garage will help solve many issues. There will be no crawl spaces, as this will be built slab on grade. Crawl spaces create many issues he is not a fan of. **Layton** asked about eliminating park strips to give more room for driveways. **Mellor** said Public Works would speak out about that, as there would be nowhere to put the snow.

**Mayor Anderson** opened the Public Hearing at 7:55 p.m.

**Matt Brown** (151 S. 1150 W., Farmington, Utah) lives kitty corner to this area, and represents three of his neighbors (**Dave Williams**, **Wendy Rasmussen**, and **Rob Neill**). He said on-street parking is not a good idea to nearby residents, who are also concerned about traffic and the trail. When The Avenues went in, residents were told there would be 100 feet of a buffer between their property line and the higher density development. He asked the Commission to maintain the 100 foot buffer, and at times it juts down to 10 to 15 feet measured to the property line. He and his neighbors want the same style of buffer to be maintained top to bottom. They are also concerned with visibility when coming from the trail and crossing the street. They want the sidewalks to connect, and hope trees won't be removed. He doesn't feel The Avenues'

landscaping plan was ever completed or finalized. He wants to see a good plan for the buffer landscaping of this project.

**Mayor Anderson** closed the Public Hearing at 8:04 p.m.

**Gibson** said the county map layers have errors, and show things closer to the Rail Trail ROW. He said the proposed project doesn't enter into the 100 foot buffer. He said he would have the traffic engineer look further at the parking near the trail. **Mellor** said the landscaping for The Avenues was never installed; as a result of a lawsuit, the final phase has yet to be done. It couldn't be completed until the lawsuit was done. Landscaping will get installed in the future, as they were on target to install it before the snow fell. The Avenues can't build the last nine units without the landscaping being done.

**Isaacson** feels on-street parking is still a dilemma. He has several concerns with getting in and out on such a busy street. **Gibson** said that Main Street and State Street are also very busy, but there is still parking on those streets. **Leeman** said it is a valid concern on all streets. Police Chief **Eric Johnsen** said he is not aware of any past traffic issues near The Avenues, and it is not what he considers a problem spot.

**Child** said on-street parking has been proven to slow traffic down. However, visibility at the trail crossing is a concern to him. **Isaacson** said that would be true on narrower streets, but this street is very wide, even wider than it needs to be. **Petersen** said **Tim Taylor**, the City's traffic engineer, said the street south of the Rail Trail can be narrowed 10 feet. The homes on the east side will have a nice landscaped buffer and awesome sidewalk. Ambiance will be added west of Canyon Creek Elementary School.

**Isaacson** summarized that **Brown's** concerns about the 100 foot buffer and 300 feet from other buildings both looks resolved. On-street parking and the landscaping plan have both been discussed. **Petersen** said there was discussion of using space for the detention basin in the northeast corner to reconfigure buildings and give more room to the turn around. However, the four buildings as proposed help break up the streetscape. **Isaacson** said he likes the detention basin there to open up the area. **Gibson** said the detention basin is considered common area.

***Motion:***

**Leeman** moved that the City Council approve the Rezone from A to RMU, Development Agreement, and Schematic Subdivision, subject to all applicable Farmington City Standards and Ordinances, in addition to future conditions of the DRC, Council, and Planning Commission, and with the following Conditions 1-3:

1. Parking
  - a. Painted lines and signage on 1100 West that indicate that parking is associated with this development shall be installed by developer.
  - b. All units shall accommodate two cars internally to include garbage cans being stored in garage.
  - c. Signage and paint that prohibits parking or any encroachment in the emergency vehicle access lane shall be included.
2. Applicant shall explore and re-evaluate options to increase the street-side appearance and aesthetics and beautification through architectural features, material variation, etc.
3. Section 4a, Developer Obligations, of the Development Agreement be updated to read:



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

- a) The Property shall be developed consistent with the plans provided in Exhibit B of this Agreement, which is incorporated by reference. Plans included with this agreement are conceptual and do not represent approved utility or storm water infrastructure. Final design is still to be determined and approved through preliminary and final plat review. Plans shall meet all applicable city ordinances, and the dead-end street accessing the west side of the homes as well as the storm drain system and detention basins shall all be privately held and maintained.

Findings 1-7:

1. The project borders the TMU zoning district and general plan designation and is east of the Rail Trail providing an appropriate transitional housing product between the larger lot single-family homes west of the Rail Trail and the Legacy Event Center to the east and higher-density townhome development to the north.
2. With some adjustments, the proposed subdivision follows the requirements of the requested RMU zoning district and should be able to meet other applicable standards.
3. The project provides the required two spaces per unit of parking, but additional parking in close proximity for guests and residents would help mitigate future parking issues. Two guest parking stalls have been added at the end of the drive.
4. The City’s General Land Use plan will be updated prior to or concurrent with final plat approval.
5. The Right of Way (ROW) design for 1100 West will be modified to include pull-out parking stalls as included adjacent to The Avenues to the north of this development.
6. An agreement between the property owner/agent detailing the fulfillment of 10% affordable housing requirements as codified by 11-18-045 of the zoning ordinance has been provided..
7. 1100 West improvements and side treatments (sidewalk) will be completed all the way to the Rail Trail.

**Shumway** seconded the motion. **Isaacson** voted against the motion. The motion passed 4-1.

Mayor Pro Tempore/Councilmember Scott Isaacson	_____ Aye <b>X</b> Nay
Councilmember Roger Child	<b>X</b> Aye _____ Nay
Councilmember Melissa Layton	<b>X</b> Aye _____ Nay
Councilmember Alex Leeman	<b>X</b> Aye _____ Nay
Councilmember Amy Shumway	<b>X</b> Aye _____ Nay

## CITY COUNCIL STAFF REPORT

To: Honorable Mayor and City Council  
From: David Petersen, Community Development Director  
Date: December 5, 2023  
SUBJECT: **FCHPC – Chairperson Ratification**

### **RECOMMENDED MOTION**

Move that the City Council ratify David Barney as the Chairperson for 2024 for the Farmington City Historic Preservation Commission (FCHPC).

### **BACKGROUND**

On November 27, 2023, members of the FCHPC appointed David Barney as the Commission's chairperson for 2024. As per Section 3-3-040 C. of the Farmington City Code, such an appointment is subject to being ratified by the City Council.

#### 3-3-040 C.

Chairperson: The members of the commission shall appoint one of their members as chairperson, subject to being ratified by the city council. The chairperson shall serve for a term of one year, which term may be renewed. The chairperson shall oversee the proceedings and activities of the Farmington City historic preservation commission.

The FCHPC also selected Dorothy Arnold as its Vice-chairperson, and Tiffany Ames as Secretary.

Respectfully Submitted



David Petersen  
Community Development Director

Concur



Brigham Mellor  
City Manager

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** DeAnn Carlile  
**Date:** December 5, 2023  
**Subject:** **ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING  
REGULAR 2024 CITY COUNCIL MEETINGS**

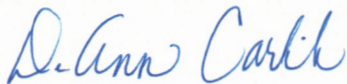
**RECOMMENDATION**

Approve the attached Ordinance establishing dates, time and place for 2024 City Council meetings.

**BACKGROUND**

1. Pursuant to Utah Code Section 52-4-202, any public body which holds regular meetings that are scheduled in advance over the course of a year shall give notice at least once each year of its annual meeting schedule and shall specify the date, time, and place of such meetings. Special meetings can be added during the year when necessary. Regular meeting may also be cancelled if workload does not require a meeting.

Respectfully submitted,



DeAnn Carlile  
City Recorder

Review and concur,



Brigham Mellor  
City Manager

**ORDINANCE 2023-**

**AN ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING REGULAR FARMINGTON CITY COUNCIL MEETINGS**

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

**Section 1. Time and Place of Regular Council Meeting.**

The Governing body shall generally conduct two regular meetings per month which shall be held on the first and third Tuesday of each month or as noted otherwise herein.

Meetings shall be held in the **City Council Room of the Farmington City Hall, 160 South Main Street, Farmington, Utah**, unless otherwise noticed. Each meeting shall begin promptly at 7:00 p.m. The schedule of meetings for 2024 shall be as follows:

January	2	&	16
February	6	&	20
March	19		
April	2	&	16
May	7	&	21
June	4	&	18
July	2	&	16
August	6	&	20
September	3	&	17
October	1	&	15
November	5	&	19
December	10		

**Section 2. Effective Date.** This ordinance shall take effect immediately upon posting after passage.

**PASSED AND ORDERED POSTED BY** 5 of 5 Council Members present at the regular meeting of the Farmington City Council held on this 5th day of December 2023. Notice should be given as required by the Utah Open Meetings Act.

**FARMINGTON CITY CORPORATION**

**ATTEST:**

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

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

FARMINGTON CITY – CITY COUNCIL MINUTES **DRAFT**

November 14, 2023

**WORK SESSION**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Scott  
Isaacson,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile*

*Recording Secretary Deanne Chaston,  
Community Development Director Dave  
Petersen,  
Assistant Community Development  
Director/City Planner Lyle Gibson,  
Assistant City Manager/City Engineer Chad  
Boshell, and  
City Lobbyist Eric Isom.*

Mayor **Brett Anderson** called the work session to order at 5:37 p.m. Councilmember **Roger Child** was excused.

**WEST DAVIS CORRIDOR IMPROVEMENTS DISCUSSION**

**Mayor Anderson** said after the Utah Department of Transportation (UDOT) put a freeway through conservation land, and following the resulting lawsuit, the City got some recovery in the form of UDOT funding a small portion of the cost for betterments. He feels having the residents who were affected by this construction help spend the betterment money may help heal a gaping wound. The City hired JUB Engineers to help with the betterment concepts. City Manager **Brigham Mellor** said the City can choose to do all, some, or none of the suggestions along the West Davis Corridor (WDC).

Assistant City Manager/City Engineer **Chad Boshell** said some of the UDOT money can only be spent in a certain way. UDOT has allocated \$700,000 in betterment money for the WDC through Farmington. The City will get half that money up front, and half after completion, but they must first send a plan to UDOT. This is on the Council’s December 5, 2023, agenda. JUB considered all access points, visible locations, and trail connections on the WDC. They gave both a watered down and robust plan. However, the rough cost estimates that were provided a year ago are not relevant now. Farmington needs to decide how they want their connection points to look.

The 950 North interchange is not in Farmington, but is on the City’s boundary with Kaysville. However, there is a trail head and connections to Shepard Lane and the golf course. Benches, trees, grass, native seed mixes, and wildflowers can be put there. Kaysville and Farmington may be able to combine money for betterments in this area. The Park and Ride is on the north side, with a tunnel going underneath. Kaysville’s 200 North will be at grade, the only crossing like that along the WDC. From Layton to Legacy, there is only one at-grade crossing on the WDC.

The land at Hunters Creek is owned by their Homeowner’s Association (HOA), and a sidewalk was supposed to connect to trails to the west. Way-finding signs may be needed so people using the trails can know where they are. Things to consider also include trees and sprinkling systems.



**Boshell** said it would be extremely costly to tree-line the whole north-south route. As it may not be possible, Farmington can choose instead to spruce things up at the nodes.

The homes at Prairie View and Ranch Road will be demolished. Afterward, UDOT may surplus the remaining land. Farmington will get first option to purchase that land in the future for a trail head. **Boshell** said there is space here to do something nicer, as it is a visible entrance to the trail and freeway. There is a berm here, and the City looked at potentially placing bathroom facilities here for the trail, as there is culinary water and sewer available within feet. Trees could be continued from Prairie View to Buffalo Ranch behind the barns, where there is a trail crossing over the freeway to the west side. The trail can be accessed by going around the pond to the bird refuge.

At the Flatrock Ranch subdivision trail crossing, a radar tower is visible down the road from the bird refuge. This connects back on the west side to Buffalo Ranch and creates a nice loop. Farmington could pave from here to Ranch Road with asphalt, as this section gets used quite a bit. There are a lot of goat heads in the area, which is nearby to water access. It is tricky to connect to lots of side trails here, and wayfinding signs and benches would be welcome. The latest phase is 1525 West/Chestnut Farms. The east-west culvert goes underneath near the City-owned culvert and there are power lines overhead. Both culinary and secondary water are accessible at this site.

Hardly anyone will use the Shirley Rae access, which is now a cul-de-sac. **Boshell** said anyone taking this trail from Layton to Salt Lake City can see Farmington from this location. An elementary school is nearby, and more development of homes could take place near here in the future. This is an important area for visibility, and there may be an opportunity here for a combination of trail rights with Farmington Creek Trail. It is a very vital future connection.

**Boshell** said 1100 West is near an elementary school, and is a direct shot for residents who live nearby. He expects that the State Legislature will make future e-bike laws. There are lots of access points for people on the west side. At the December 5 Council meeting, the agenda will include a UDOT agreement for a guardrail, along with a dollar amount. **Mellor** said planters can act as bollards, and the curb will have a lip on it. **Boshell** said the outer edge is intended for larger vehicles to drive on. Councilmember **Scott Isaacson** said it is sad that the headlights in this area shine right into nearby homes. **Boshell** said the City wants more trees and screening, and there are different types of guardrails to consider. As Glovers Lane to Snowberry may be paved soon and include a crosswalk, Farmington needs to consider extending the sidewalk on the south side of Glovers.

Sheep Road/800 West is directly west of the Denver and Rio Grande Wester (D&RGW) Rail Trail, and it makes sense to have bathroom facilities, a trail head, and parking here. However, there is no culinary water or sewer immediately available, and it would have to be pumped from Glovers. Since it is near the Rail Trail, this will be a busier access point, and therefore a spot for bigger improvements. The 650 West area is not real visible due to the overpass starting there. The trail drops down and not many people will see it. **Boshell** said Farmington may want to consider entering into an agreement with Davis County so the signage and improvements all look the same along the whole stretch.

**Spencer Moffat**, who lives in West Farmington on Comanche across the street from the homes slated for demolition, addressed the Council. He said for years residents have gone back and

forth with UDOT. They don't want the corridor, and they appreciate how Farmington fought back. Losing the conservation area was a big deal. At the request of **Mayor Anderson**, he and other nearby residents are offering suggestions for how to use the betterment funds. He said they should be used mostly to mitigate those areas that were most impacted. They understand that landscaping berms are not possible due to lack of water and interest in maintaining them. He said the things learned from Legacy can be applied to this project as well.

He shared ideas to beautify and increase the functionality of open spaces, including those under power lines. These 1 to 2 acres across from Buffalo Ranch can be transformed into community benefits instead of just weeds. He suggested a pickle ball court and a bike pump track similar to one in Bluffdale, Utah. Using blacktop for a bike pump track reduces maintenance, as berms don't have to be reshaped. **Moffat** said this is land that the HOA would love to collaborate on in order to make it more useful. Sewer and water is available there for restroom facilities. From an insurance standpoint, it would be better for the City to own this land if there is a public facility on it. The HOA is willing to transfer the land to Farmington, as there is no benefit for the HOA to hold onto the land at this point.

**Mellor** said it would not be wise to build structures under power lines, but trail easements can be on property under power lines such as along Legacy where part of the Fox Burrow Park is under the powerlines. He said the prefab formed concrete used on the restrooms by Red Barn have worked out well, costing only a third of what regular construction would have cost. He has seen similar facilities in Santa Clara across from the high school.

**Isaacson** said when it was decided that Farmington would get the money from UDOT for putting their freeway through the City's conservation areas, it was his idea that this money would take care of a new park on the west side, and take care of the residents on the west side in general. **Moffat** reminded the Council that the residents are keenly aware of the loss of conservation areas, and they want to see the funds reinvested in the areas that were lost. He doesn't desire animosity, and wants things to work together for the good of the whole City.

**Mayor Anderson** suggested forming a commission with two City Councilmembers, affected residents, and HOA board members in order to come back with some solid ideas after deeper input. This needs to be investigated with input from stake holders. **Mellor** said he doesn't prefer significant legacy costs, and he doesn't want to have additional burdens for Staff. There may be some maintenance elements, but he doesn't want them over the top. He suggested other funding sources for the suggested bike elements. Councilmember **Amy Shumway** said she hopes the Recreation, Arts and Parks (RAP) tax will pass next year, as funds from that could be used to improve this area.

**Moffat** suggested tree vouchers for properties immediately adjacent to WDC, so residents can do the work and maintenance themselves. **Isaacson** said funding trees on private property is a brilliant idea, as they can be put along the back of private property and have access to secondary water. **Boshell** said some of the \$700,000 could go to backyard trees.

## **STACK REAL ESATE PRESENTATION**

**Trevor Evans** (2801 N. Thanksgiving Way, Lehi, Utah) with STACK Real Estate addressed the Council, apologizing for recent events that he knows affected the City's feelings. Since 2020, STACK has been marketing land on the south portion of the North Station office park. There

have been a few missed opportunities, including two 50,000 square foot users. As lenders recently can't get comfortable with financing, many companies looking at this location have instead decided to renew in place in other areas of Davis County instead. One was a base contractor trying to relocate outside the gate.

A new 50,000 square foot user has expressed interest recently, and STACK wants to capture this demand. **Evans** mentioned trailing 24-month leasing data in Davis County, which shows 65 office deals have been signed, and the average has been 4,700 square feet. This data leads STACK to want to try to accommodate a different product of users in this area of Farmington. Post-COVID, demand for co-working is projected to increase from 2% to 3% of the office supply to 17% of all office. **Chris Roybal** provided data that indicated there are 7,000 companies in Davis County, and it is hard for small companies to fit in.

STACK would like to continue marketing the north portion of the property as planned in order to accommodate tech companies coming in from out of state. On the south, they are proposing smaller co-working buildings. A co-working project is doing well in Provo recently. If building sizes are decreased to a midrise office of four to six stories, the yield is 20,000 square feet per acre. Considering 19 acres for office pads with cross parking easements to maximize commercial use, that would be the same yield. A four-story building would be near the freeway. STACK feels a 50,000 square foot anchor with additional 3,000 to 5,000 square foot users would meet current market demand. It would deliver the same type of square footage as the first phase.

In Phase 2, a parking garage would be between two twin buildings, and it would be at par with what STACK was planning to do originally. STACK has analyzed costs and compared office and residential, determining that to get a lease signed, there would have to be four parking stalls per thousand square feet of development. Dollars go further when building residential parking than commercial. STACK shared visuals of the massing as seen from several directions on Interstate 15.

After missing two opportunities, STACK wants to capture current demand. This and financing will affect the order of what buildings get out of the ground. If STACK gets a high level of pre-leasing, lenders will likely finance the project. However, it is not worth a conversation otherwise. They hope to start something next year with the 50,000 square foot user. By mentioning this project is 15 to 20 minutes from Salt Lake City, they aim to capture companies coming from the east or west coasts.

**Mayor Anderson** said smaller companies want to grow. STACK pointed out smaller buildings on the west side of Lehi as well as the River Park in South Jordan. All started out with three-story buildings as steps and submarkets on their path to expansion. Councilman **Alex Leeman** said he wants to see a diversity of options in the area. **Isaacson** emphasized that he wants all buildings in the project to look planned and cohesive despite a variety of uses.

## **SHOW AND TELL OF NEW AMBULANCE**

The work session was held for Councilmembers to examine the newly delivered ambulance, which was ordered two years ago.



## **REGULAR SESSION**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Scott  
Isaacson,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
City Recorder DeAnn Carlile*

*Recording Secretary Deanne Chaston,  
Community Development Director Dave  
Petersen,  
Assistant Community Development  
Director/City Planner Lyle Gibson,  
Accountant Kyle Robertson, and  
Youth City Councilmembers Eric  
Rasmussen, Joseph Miller, Claire Crockett,  
and Amelia Smith.*

### **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:02 p.m. Councilmember **Roger Child** participated electronically via Zoom.

### **Roll Call (Opening Comments/Invocation/Pledge of Allegiance)**

Councilmember **Scott Isaacson** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Amy Shumway**.

### **PRESENTATION:**

#### **Farmington City Presents Annie Jr.**

This is a first-time directing opportunity for **Gracie Gibbs**, a long-time fixture of Farmington Theater for 15 years. She said she grew up in the theater program, and this opportunity is like coming full circle. Annie Jr. opens tomorrow. The “orphans” presented a musical number, “It’s a Hard Knock Life” to the Council.

#### **Fiscal Year 2024 – 1<sup>st</sup> Quarter Financial Report**

Accountant **Kyle Robertson** presented this agenda item. September 30, 2023, marked the end of the first quarter of FY24. There were several noteworthy items including sales tax coming in lower than expected. The City received one sales tax distribution during Quarter 1 (for July’s sales). This distribution was 3.8% higher than last year’s July. However, Administration budgeted an 8% increase in sales tax revenue for all of FY24, based on information available during the budgeting process. Administration will continue to carefully monitor sales tax.

Revenue from utility billings are on target to meet or exceed expectations for FY24. Operating costs are on pace with budgeted amounts. Administration has no concerns regarding expenditures at this time.

One-time items include the proceeds from the sale of City property to Weber State University, which were received in September. Approximately \$2 million was spent on the business park roads during Q1 of FY24. The City made its first payment towards the design of the new fire station.

**Isaacson** said while he was expecting percentages at this point to be a quarter of annual figures, some stood out as 50% to 60%. **Robertson** said funds accumulate at different rates in the General Fund before being split out at the end of the fiscal year. Which money goes to which fund is determined on cash balances. City Manager **Brigham Mellor** said that because the State gets a portion of all sales tax, Staff is observing the State's sales tax data, which has the same trajectory on par with Farmington's. He said a 3.8% increase in sales tax means that it is basically staying the same after figuring in inflation. **Robertson** said he expects to see excavation permit revenues increase in the future.

## **BUSINESS:**

### **Award Contract to GSBS for Rock Mill Master Plan Development**

**Mellor** presented this agenda item. The City received five proposals for the "Master Plan for Historical Property Development and Preservation of the Rock Mill." The proposals ranged from \$80,200 to \$276,110. GSBS's proposal stood out for its comprehensiveness and alignment with City objectives. It is worth highlighting that GSBS is presently spearheading a project of striking similarity: the Allen Park ("Hobbitville") Adaptive Reuse Plan in Salt Lake City.

The primary objective of the project is to breathe new life into a 6.5-acre historic property situated at the mouth of Farmington Canyon. The City would like to emphasize and preserve the property's historical attributes; ensure sustainable development in harmony with environmental standards; generate revenue while offering social and economic benefits to the local community; and propose a phased construction approach for practical execution and enhanced public accessibility.

The Request for Proposal (RFP) was put out in August, and the Parks, Recreation, Arts and Trails (PRAT) Advisory Board recommended the selection of GSBS in October. Farmington has worked with GSBS urban planners and financial consultants in the past, but this round will consult with planners and landscape architects. Initially the City planned for both architecture services and a master plan, but it has since been slimmed down to just master plan elements.

**Mellor** said GSBS's \$185,518 proposal was the best and most comprehensive submittal, and works well with the City's \$300,000 budget. The design work on the reception hall is still an unknown element, and was not included in the submittal. GSBS will evaluate the other buildings, fences, treehouse, sheds, beach area of the pond, a bridge, restrooms, the possibility of extending the beach element toward the dam, and elimination of the fish station. All the buildings have boilers instead of furnaces. **Tom Owens** is still staying as a renter in one building, which will get a new furnace and dishwasher.

**Mellor** said he and Assistant Community Development Director/City Planner **Lyle Gibson** have recently met with Zion's Bank to consider their Your Land Your Plan program for the financial component of this project. Farmington may hold off on building until parking space has been determined and they are ready to proceed with the restaurant, parking, and the reception hall. A City employee recently held her wedding reception there, and it went well. However, **Mellor** said there may need to be some changes from a maintenance standpoint, as it is a pioneer structure needing pioneer maintenance. Maintenance needs to be more practical. The current sprinkler system is not user-friendly and breaks all the time. A new one may be needed.

**Isaacson** said the City Council should be involved with the mill. He noted a significant typo on Page 47, Section 9d, which should read “submitted WITHOUT collusion.”

**Mayor Anderson** noted that a member of the current community council has experience raising funds for city foundations, and he is willing to lend his resources and input. If the Council is interested, a city foundation could be created to spearhead investment into this project. People in Farmington love to do these sorts of things. However, the time is now.

**Isaacson** said a plan would be needed first, and it seems to currently have two extremes ranging from historic to a restaurant. He wants to see the reception hall included for sure. Farmington bought this land because its value is in the history.

**Mellor** said a schematic plan needs to be drafted early on to take to the people. The building is a luxury home by pioneer standards. They recently found three more stained glass windows as well as timbers in the sheds. Brigham Young’s son built some of those homes. Horses are being corralled there now.

Considering the old Rock Mill above the pond, the Youth City Councilmembers suggested a museum be located on the property. Councilmember **Alex Leeman** said it may be a good idea to move the current museum to this site.

***Motion:***

**Layton** moved that the City Council approve the contract and proposal from GSBS for the “Master Plan for Historical Property Development and Preservation of the Rock Mill” for \$185,518.

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

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

**Need-Based Assistance Program for Utility Bills**

City Attorney **Paul Roberts** presented this agenda item. It is proposed that the Council establish a fund of voluntary donations to aid Farmington residents in need with their water bills. As discussed in September, the core components of the program are that it be funded entirely by voluntary donations (not tax dollars), administered fairly, and place a limited burden on Staff in assessing eligibility and disbursing funds.

**Roberts** said the Futures through Training rep for the area is willing to help fill out applications for those interested, and the City can send people her way. The new program has two criteria. One is to qualify for the Home Energy Assistance Target (HEAT) program, and another is a reference from a Department of Workforce Services (DWS) or refugee services case worker. If there are others who slip through the cracks, Farmington can amend its code. This is ready to be implemented in January of 2024, when the City switches over to a new utility invoicing system. The method to donate will be built in. The HEAT criteria is very narrow and currently for people

in extreme need. Once the City has a better idea of how much money is being raised, they may discover that they have been too stringent by using the HEAT criteria. It may need to be based on amount of income, not value of assets. **Mayor Anderson** said there are some circumstances that are unique and need some flexibility. He would like the community to lift burdens where appropriate.

**Roberts** said it is already in place that residents who are facing a water shut-off notice can approach the City Council to ask for a bill adjustment. Farmington can adjust water bills, but is not allowed to adjust sewer bills. **Mayor Anderson** said in Farmington, there may be people who struggle financially for long periods of time. He wanted to create a system where the community can “round up” to donate to those in need. An account can be built up to help people who can’t afford their utilities. He is not sure how much money to expect. This is new to Farmington, and he hopes it works. The City can’t change a lot of what happens to people in their lives, but the 27,000 residents of Farmington can make a big difference when they pull together. There will be an article in the November newsletter about this, and he would like to try to capture a bit of the holiday spirit in this effort.

***Motion:***

**Leeman** moved that the City Council adopt the ordinance enacting section 9-1-320 of the Farmington Municipal Code related to need-based assistance for utility bills.

**Isaacson** and **Shumway** simultaneously seconded the motion. All Council members voted in favor, as there was no opposing vote.

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

**Amendments regarding Foothill Development Standards**

Community Development Director **Dave Petersen** presented this agenda item. He said a good re-vamp of this chapter is needed to bring it into compliance with State requirements. The Planning Commission thoroughly reviewed this, as it went through four readings.

The definition of “accessory building” was tweaked, as was the definition of “usable land.” The proposed language prohibits retaining walls that go on and on. The review and approval section were moved sequentially to a more front and center location instead of at the end. Development standards are now separated out instead of being intermixed. Bonding requirements now have their own section. On page 6, the scope of foothills is defined. Language was made consistent across the board. On page 7 paragraph 3, language mentions that fences and walls have to be on less than 20% slope both before and after excavation, otherwise a special exception would be needed. **Petersen** said seeing white vinyl fences visibly on the mountainside is not preferred.

**Petersen** said Staff and the Planning Commission thought about architectural review standards at the end of page 18 for a while, as State Code says cities can’t determine architectural standards in a regular, conventional subdivision. However, very few of Farmington’s subdivisions are conventional, which gives the City Council and Planning Commission a lot of discretion when

considering Planned Unit Development (PUDs), open space, additional density, transfer of development rights, etc. Therefore, the Commission is not worried about getting sideways with State Law.

**Isaacson** said that hillside development is something he has been keenly interested in since he served on Centerville's Planning Commission years ago. Mountainsides there were not stable. There were plans to develop more residential that never came to fruition. He was an assistant attorney in Morgan County during the 1980s when homes slid down the hill. He knows how residents turn to the City for help in such situations. This proposed amendment look good.

**Petersen** said Staff looked closely at Centerville's ordinance while writing their latest Farmington amendments. Content in the proposed amendments was beefed up, arranged better, and will be easier to enforce.

**Roberts** said he has watched similar issues in Draper, Layton, and North Salt Lake, and he thinks a geotechnical ordinance in Farmington would be helpful.

**Petersen** said some Farmington hillside soil is sandy, and some isn't. A 6-foot wide aqueduct for secondary water running from Weber Canyon to North Salt Lake used to be an eyesore, but with time the earth came back and now it is not the eyesore it once was.

**Mayor Anderson** said the big picture is Farmington is trying to have some control and regulation regarding what can be developed on the foothills.

***Motion:***

**Isaacson** moved that the City Council adopt the enabling ordinance (enclosed in the Staff Report) approving the proposed changes to Chapter 30 (Foothill Development Standards) of the Zoning Ordinance and modifying a definition related to the meaning of "Accessory Building" in Chapter 2 of the same Title.

Findings 1-6:

1. The changes better implement the purpose of the foothill standards set forth in Section 11-30-010.
2. The amendment makes Chapter 30 more user friendly because no longer does the applicant, or Staff, have to "hunt" for required reports and plans intermixed here and there with review and approval procedures, and vice versa, but the two sections are now separate.
3. References as to who approves what plans are now consistent with the underlying zone, state law, and other sections of the City code.
4. The changes improve the definition and standards related to "useable Land."
5. The updates to Chapter 30 include language from ordinances in other communities, which improve the final document.
6. As per Section 11-6-020 D. of the Zoning Ordinance, the proposed amendments are: a) reasonably necessary; b) in the public interest; and c) consistent with the City General Plan and are in harmony with the objectives and purpose of Title 11.

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

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

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

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Adoption of Personnel Manual and Authorization to City Manager to make amendments hereafter
- Item 2: Procurement Policy and Municipal Code Amendment. **Layton** said there is a correction on Page 274. B., as “council” is spelled incorrectly.
- Item 3: Appeal Authority Consolidation and Removal of References to Board of Adjustment
- Item 4: Text amendments modifying the Subdivision process. **Issacson** said he noticed in general that these changes are removing the City Council from making decisions in certain situations, and only leaving them in to review schematic. He said his constituents expect City Councilmembers to know what is going on with development throughout the City. **Roberts** said that is the result of the State code, as the States doesn’t want the Council involved in conventional subdivisions at all. In addition, the Administrative hearing officer will be the appeal authority. The Council will be left to make decisions on administrative grounds. **Shumway** said that as a liaison on the Development Review Committee (DRC), she has learned so much. **Leeman** asked for a City Google drive to be indexed so Councilmembers can quickly look up and know what development is going on in certain areas. He wants an easy way to see the current states of development projects throughout the City. **Roberts** suggested that Councilmembers refer residents to Planning Staff for this information. **Mellor** said he, Assistant City Manager/City Engineer **Chad Boshell**, and Communications Specialist **Jody Peeters** have been looking at doing something like this on the “story maps” part of the City’s GIS iWorQ system, which was offered for free. **Gibson** encouraged Councilmember to keep an eye on the Planning Commission packets, which come out the Friday prior to the next Commission meeting. He will make sure they are sent to Councilmembers and Commissioners all at the same time. **Issacson** noted on page 340 of the packet, the only public hearing will be on the Planning Commission level, and not at the City Council level. He is inclined to have a public hearing at the Council level as well, as many times residents find out about an item after the Planning Commission meeting was held. **Roberts** said by State statute, a hearing at the Council level is not required, but one at the schematic level is optional. He also noted the process to place a public hearing on the City Council agenda. **Leeman**, **Issacson**, and **Layton** said they would like the City Council to hold a public hearing at the schematic level.
- Item 5: Remove Financial Institutions as an allowed use in zoning districts where currently permitted
- Item 6: Minutes Approval for October 3, 2023, and October 17, 2023



***Motion:***

**Layton** moved to approve the Summary Action list items 1, 2, 3, 5, and 6 as noted in the Staff Report.

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

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye	<input type="checkbox"/> Nay
Councilmember Roger Child	X Aye	<input type="checkbox"/> Nay
Councilmember Melissa Layton	X Aye	<input type="checkbox"/> Nay
Councilmember Alex Leeman	X Aye	<input type="checkbox"/> Nay
Councilmember Amy Shumway	X Aye	<input type="checkbox"/> Nay

***Motion:***

**Isaacson** moved to approve Summary Action Item 4 as presented in the Staff Report with one change: the process for PUDs, conservation subdivisions, alternate lot sizes, and nonconventional subdivisions include a public hearing at the City Council for schematic review.

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

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye	<input type="checkbox"/> Nay
Councilmember Roger Child	X Aye	<input type="checkbox"/> Nay
Councilmember Melissa Layton	X Aye	<input type="checkbox"/> Nay
Councilmember Alex Leeman	X Aye	<input type="checkbox"/> Nay
Councilmember Amy Shumway	X Aye	<input type="checkbox"/> Nay

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Mellor** reminded Councilmember of the Christmas party on December 19, 2023, at noon with a chili cook off. The next City Council meeting will be on December 5, 2023, with a separate, short canvass to be held on December 6, 2023.

**Mayor Anderson and City Council Reports**

**Layton** said while attending Youth City Council at the Fire Station recently, she received a lot of positive feedback. Crews said they had received \$50 gif cards for Veteran’s Day, and get 12 hours off during their birthday month. Many said Farmington is the first City they have worked for where they feel valued.

**Isaacson** said he has had some complaints about the City being closed on Fridays after noon. He has received a request for a light at the school crossing at 650 W. 500 South. **Mellor** said there are three options: a beacon, which can be done quickly; the \$200,000 high-intensity activated crosswalk (HAWK) that goes over the road; or a stop light. **Isaacson** said the flashing school crossing zone light similar to the one on 1100 would be great. **Mellor** said that would be easy and the City can get one there.

**Isaacson** said he has had lots of questions about when the fiber internet project will be done. He also asked about permanent speed radar signs that tell motorists how fast they are going, saying the City needs more. They are inexpensive and effective. **Layton** said the one on Phoenix Way flashes even if you go under the speed limit. **Mellor** said there are a few around Farmington, and there is one on Clark Lane by the four-way stop. The one on 650 stores data. One at 1500 has been collecting data. He will speak with **Boshell** about having permanent signs installed on arterial roads. **Mayor Anderson** said they would be welcome near elementary schools to monitor speed issues where the City's youngest residents aren't as aware.

**Isaacson** asked about no parking signs, and **Mellor** said the City isn't taking any more out. The City was going to paint the curb and come take the signs out after football season, but there was a miscommunication and signs came out earlier than anticipated. He noted that there are no sidewalks on 1100, and it will be a problem, especially when the Legacy Events Center fully opens up.

**Shumway** said she has had continual complaints about air brakes on Highway 89 near the Farmington Crossing area. She refers these complaints to the Utah Department of Transportation (UDOT), but she feels Farmington needs to pass an ordinance. UDOT so far has done nothing, and she can often hear air brakes at her home. She asked Staff to keep Councilmembers updated about what will replace the Burger King that recently went out of business.

She said the official Farmington Creek Trail bid came back, and it is much higher now at \$315,000 than when the experts came for a walk through. It is expensive, and the grant is \$96,000. Farmington will have to be creative and still has a semi-permanent spot secured in the schedule. **Mellor** said if the City is going to do it, it needs to be done in the next budget cycle: the fall of 2024 or the spring of 2025.

**Shumway** said that 11 homes near Heritage Park recently had raw sewage coming up through their drains. Cherry Hill drained their lazy river too fast, which overwhelmed the sewer system. One resident had three inches in her basement. The neighborhood had a lot of disaster clean up vehicles in the area.

**Leeman** asked if the West Davis Corridor (WDC) would be open before the new year. **Mellor** replied yes, as that is a requirement for them to get their bonus. **Leeman** said people are excited for a new traffic pattern. He suggested signage on 950 to direct people to go straight and turn right on Innovator in order to channel traffic to Station Park. When motorists get off the highway at Hunters Creek, they won't be able to see Station Park in the distance. **Mellor** would like the City to be in charge of such signage in order to keep things congruous, similar to the new signage found throughout the Ogden Valley and in St. George, Utah.

**Leeman** said Burke Lane is open again, and motorists think it is great fun because roads are wide and there are no lines painted yet. **Mellor** said there is a year warranty, and the striping shouldn't be done too early, as the slurry seal needs to go on first.

**Mayor Anderson** said he has received a request for someone to give a prayer in City Council. The Council may need to decide if they are going to continue allowing prayers in public meetings. **Isaacson** said a prayer can be defined and consistent with a concept. He wondered what kind of a prayer an atheist would say. **Leeman** said the Council can put a time limit on the prayer, but it can't dictate the content of the prayer. The concern is more about how to apply to



give an invocation. In the past, the Council has invited someone to do it, or they offer the prayer themselves. **Roberts** said the Utah Supreme Court has set a precedence, and his willing to put together a rough policy to be discussed in a future work session.

**Mayor Anderson** said Farmington can't force Lagoon or private property owners to limit fire arms, but he would like a round-about way to require security measures for large gatherings of people. He expects Lagoon to push back, but needs to have an answer for constituents regarding what the City has tried to do about it. **Leeman** said this may be more of an insurance issue. **Isaacson** said the State Legislature could push that at certain kinds of events, security should be present.

**Mayor Anderson** has recently spoken to the CEO of All West, who said the fiber project will be finished throughout all of Farmington in early 2024, which is just months away. The CEO said Farmington's permits are cost prohibitive, and he would like a flat rate on permits in order to make them more financially palatable. **Mayor Anderson** would like this to be a future topic of discussion.

**Mellor** said when All West was micro trenching, they offered to pay \$1.50 per linear foot. There are also inspection fees tacked on, as it is a lot of labor for City employees to blue stake everything. He would like to talk to Public Works Director **Larry Famuliner** about this before getting back to the Council. **Mayor Anderson** said All West favors the missle method over micro trenching. **Mellor** said he has not received complaints of crews installing fiber outside of the easements and Rights of Way in the last two to three weeks. **Famuliner** has been tough on them, threatening the permit unless they stayed off people's property. They must have taken it seriously. It was not All West or CRS, but the subcontractors doing the work on the street that needed more supervision. **Mayor Anderson** told the All West CEO that he was worried about delays, and All West should light some homes up. He took the input well. So far, 260 homes are lit. **Leeman** said every person who has hooked up so far says the internet service is fast and reliable, without outages. It is tapped into the fiber backbone. **Mellor** said he gets more calls about when the service will go live, not complaints about front yards being torn up. **Mayor Anderson** said since he has a relationship with the CEO, he doesn't mind handling questions.

**Layton** offered a Public Service Announcement to lock cars at night. There is an adult male going around checking for locked cars in Farmington around 3 a.m. **Leeman** said he has recently heard about teenagers being initiated into gangs by having to find a gun in a car. They often go to Utah and Davis Counties, and usually find a gun in a glove box or under a driver seat within three hours.

**Mellor** warned residents about cougar sightings in the foothills. There was a recent sighting at the police station, at the dog run with a lid on the top.

## **ADJOURNMENT**

### ***Motion:***

**Shumway** made a motion to adjourn the meeting at 9:00 p.m.

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

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

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

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**DeAnn Carlile**, Recorder