



**FARMINGTON CITY  
PLANNING COMMISSION**

**February 22, 2024**



# FARMINGTON

MORE TIME FOR LIVING

## PLANNING COMMISSION MEETING NOTICE AND AGENDA

Thursday February 22, 2024

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah. A work session and training will be held at **6:30 PM** prior to the **regular session which will begin at 7:00 PM** in the Council Chambers.

The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at [farmington.utah.gov](http://farmington.utah.gov). Any emailed comments for the listed public hearings, should be sent to [crowe@farmington.utah.gov](mailto:crowe@farmington.utah.gov) by 5 p.m. on the day listed above.

### **SUBDIVISION / SITE PLAN / PROJECT MASTER PLAN APPLICATIONS** – no public hearings on any items

1. Seth Faerber – Applicant is requesting approval for Final PUD Master Plan on the Cottrell Hills subdivision, with 7 lots, covering 2.16 acres at approximately 30 S 300 E., in the OTR (Original Townsite Residential) zone. (S-3-23).
2. CW Urban – Applicant is requesting a recommendation for a Project Master Plan / Development Agreement, Schematic Subdivision Plan, and Concept Site Plan for the Charlotte, a mixed residential and commercial subdivision covering 11 acres at approximately 1293 West Burke Lane in the OMU (Office Mixed Use) zone (PMP-1-23). *Tabled at the previous meeting 02.08.2024.*
3. Davis County – Applicant is requesting Final Site Plan approval for the Western Sports Park Signs located at 151 S 1100 W., in the A-AP (Agriculture Planned) zone. (SP-13-22).

### **CONDITIONAL/TEMPORARY USE PERMIT APPLICATION** – public hearing

4. Jared Bunch/Lance Evans – Applicant is requesting approval regarding a Temporary Use of Land and Conditional Use for a Corn Maze, on 4 acres of property, located at approximately 400 N Market St., in the GMU (General Mixed Use) zone. (C-1-24).

### **ZONE TEXT AMENDMENTS** – public hearing

5. Farmington City – Applicant is requesting a recommendation for additional text and amendments to Chapter 11-27, PLANNED UNIT DEVELOPMENT (PUD). The amendments are proposed to align the process of Final PUD Master Plan approval for certain small subdivisions and site plans with the recently updated Subdivision and Site Plan processes wherein city staff is over the Final PUD Master Plan approval (ZT-3-24).

### **OTHER BUSINESS**

6. Miscellaneous, correspondence, etc.
  - a. Minutes Approval from 02.08.2024
  - b. City Council Report from 02.20.2024
  - c. Planning Commission Rules of Order—Proposed Changes to a Motion to Reconsider
  - d. Other

Please Note: Planning Commission applications may be tabled by the Commission if: 1. Additional information is needed in order to act on the item; OR 2. If the Planning Commission feels, there are unresolved issues that may need additional attention before the Commission is ready to make a motion. No agenda item will begin after 10:00 p.m. without a unanimous vote of the Commissioners. The Commission may carry over Agenda items, scheduled late in the evening and not heard to the next regularly scheduled meeting.

*CERTIFICATE OF POSTING* I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website [www.farmington.utah.gov](http://www.farmington.utah.gov), the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn) on February 20, 2024. Carly Rowe, Planning Secretary



# Farmington City Planning Commission Staff Report February 22, 2024

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## Item 1: Cottrell Hills Planned Unit Development (PUD)—Final PUD Master Plan

Public Hearing: No  
Application No.: S-3-23  
Property Address: 9, 35, 79 South 300 East  
General Plan Designation: LDR (Low Density Residential)  
Zoning Designation: OTR (Original Townsite Residential)  
Area: 2.15 Acres  
Number of Lots: 7  
Property Owner/Applicant: Paul & Rebecca Hatch/Elise Gubler-Tillett

Request: *Final PUD Master Plan approval.*

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### **Background Information**

The Planning Commission recommended approval of the Preliminary PUD Master Plan for the Cottrell Hills PUD on May 4, 2023, and the City Council approved it thereafter on May 16, 2023 (see enclosed minutes). The applicant is nearing completion of the final plat and improvement drawings for the same, which as per state standards recently adopted by the City, are considered and approved by staff.

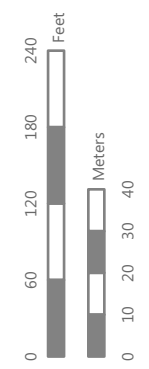
### **Suggested Motion**

Move the Planning Commission approve the Final PUD Master Plan for the proposed Cottrell Hills PUD subject to all applicable Farmington City development standards, ordinances, and conditions and findings of Preliminary PUD Master Plan approval, including conceptual building elevations.

### **Supplemental Information**

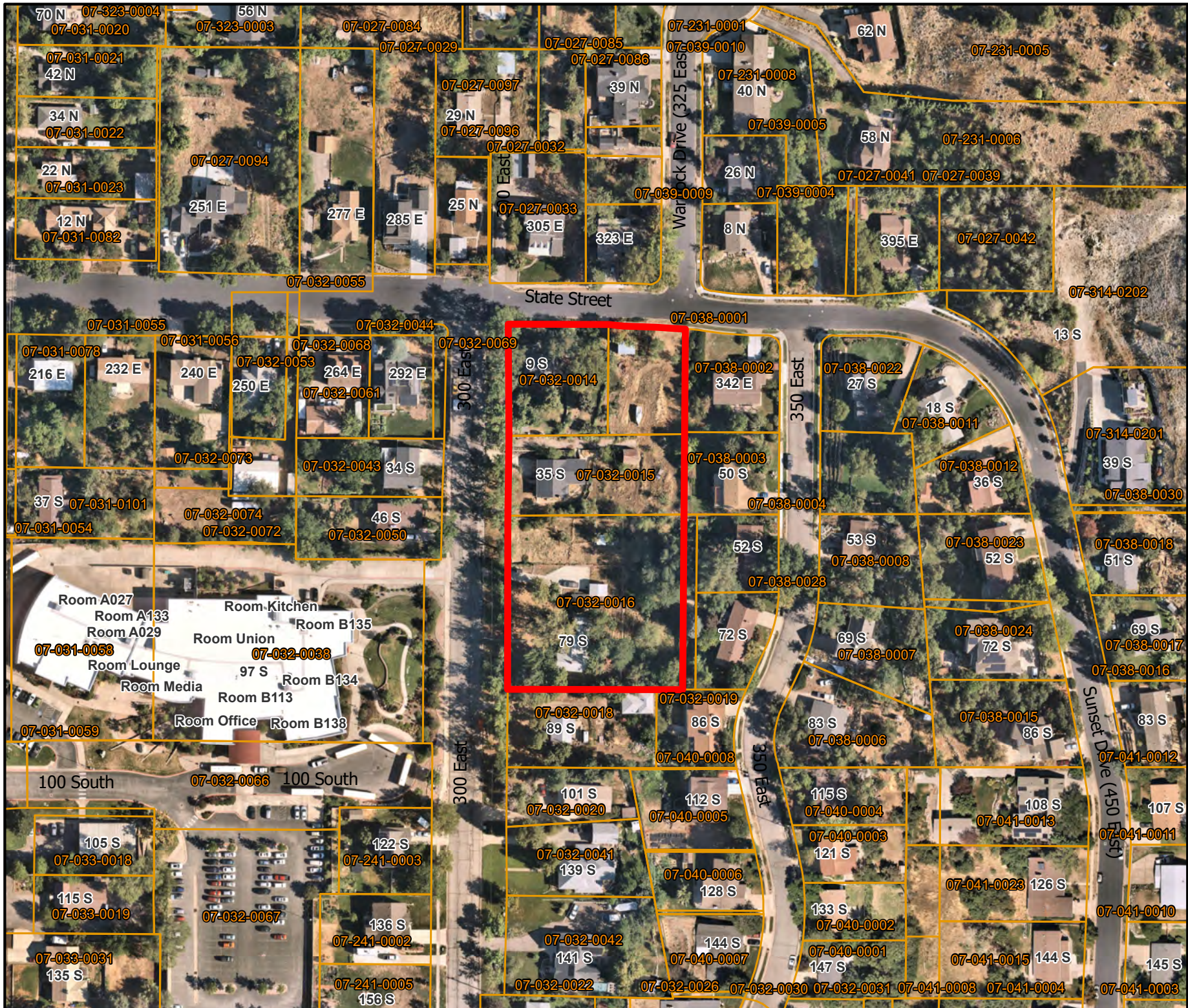
1. Vicinity map(s).
2. Final PUD Master Plan.
3. Planning Commission meeting minutes, May 4, 2023.
4. City Council meeting minutes, May 16, 2023.

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



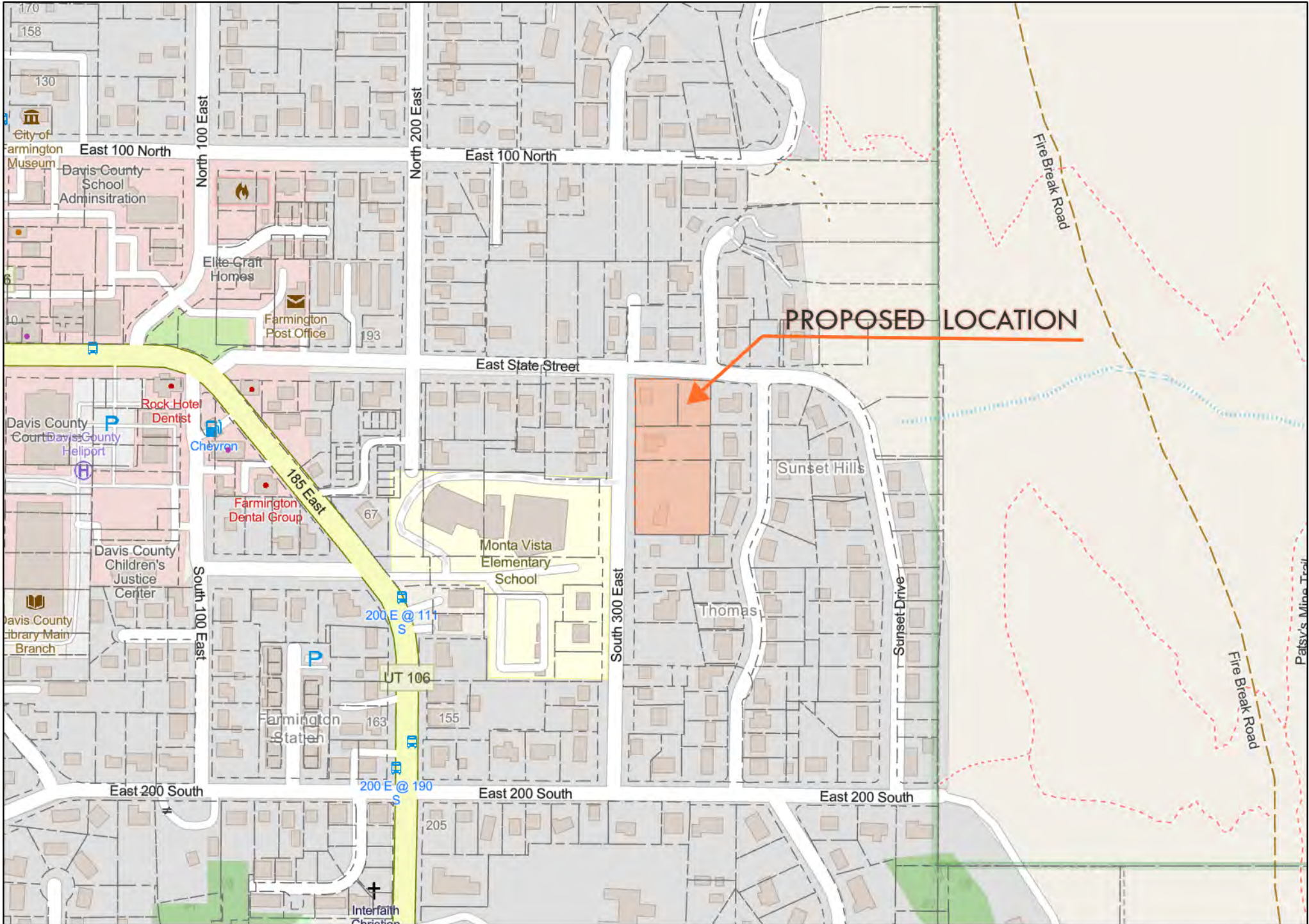
# VICINITY MAP

Cottrell Hills PUD

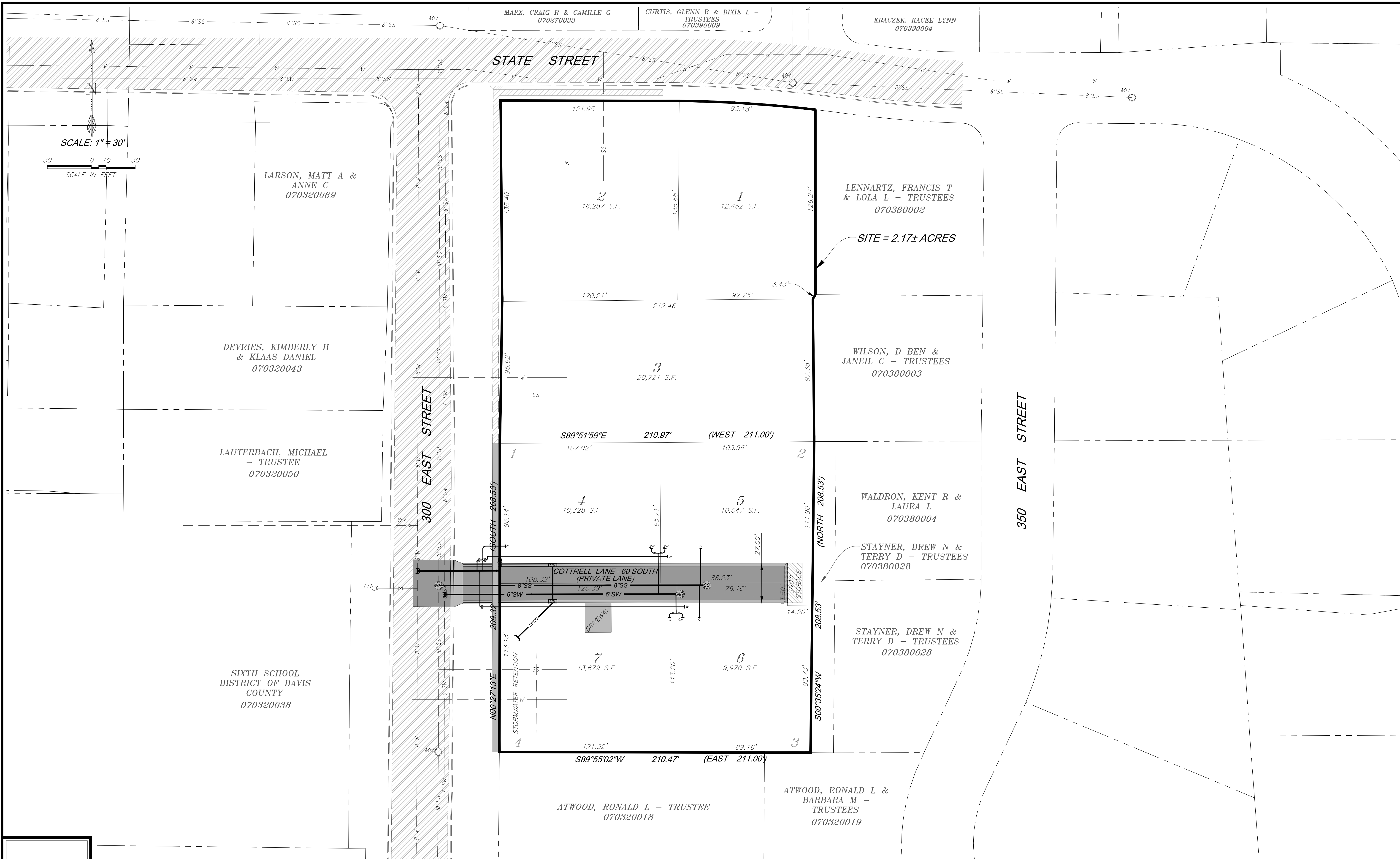




# VICINITY MAP



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SCALE: 1" = 30'  
 30 0 10 30  
 SCALE IN FEET

SITE = 2.17± ACRES

**WC WASATCH CIVIL**  
 CONSULTING ENGINEERING  
 1150 DEPOT DRIVE, SUITE 225, OGDEN, UT 84404  
 (801) 776-9191 WASATCHCIVIL.COM

REV.	DATE	APPR.

DESIGNED: C.C.S. DATE: FEB. 8, 2024  
 DRAWN: C.C.S. SCALE: 1" = 30'  
 CHECKED: J.W.

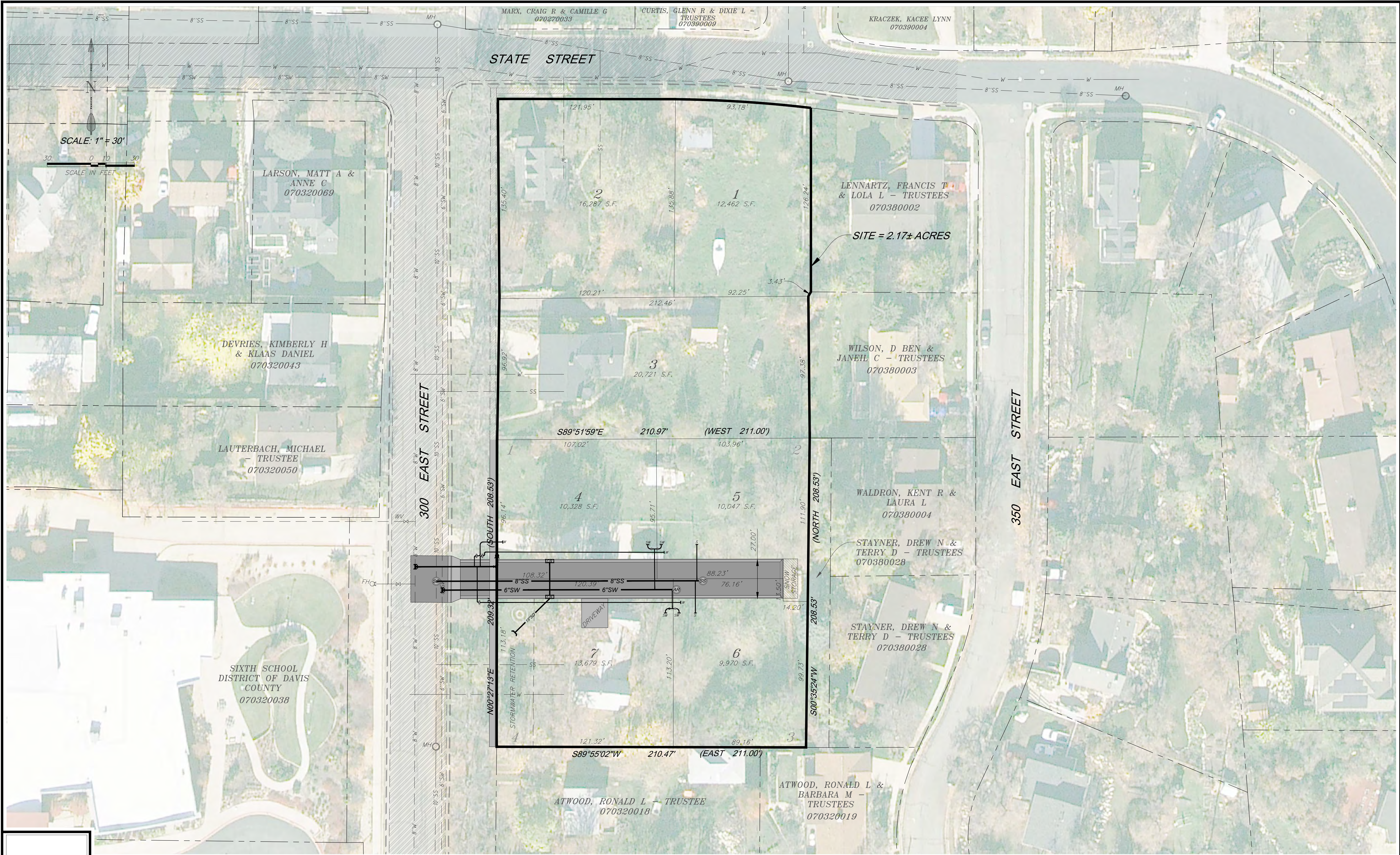
**FREMONT INVESTMENTS, LLC**  
 PO BOX 755  
 KAYSVILLE UTAH 84037  
 (801)390-8483

COTTRELL HILLS SUBDIVISION "A" PLANNED UNIT DEVELOPMENT  
**FINAL P.U.D. MASTER PLAN**

SHEET: **1**  
 OF 3 SHEETS

ENGINEER STAMP

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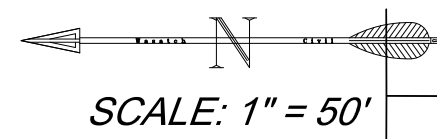
**WC WASATCH CIVIL**  
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REV.	DATE	APPR.

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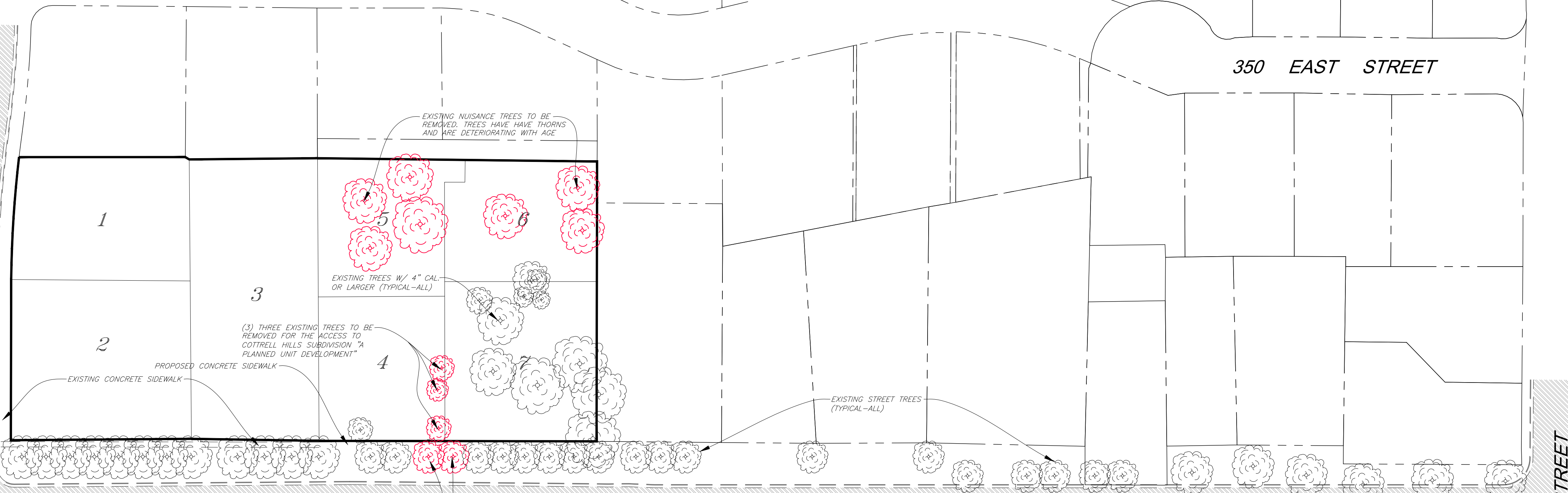
**FREMONT INVESTMENTS, LLC**  
 PO BOX 755  
 KAYSVILLE, UTAH 84037  
 (801) 390-8483

**COTTRELL HILLS SUBDIVISION "A PLANNED UNIT DEVELOPMENT"**  
**FINAL P.U.D. MASTER PLAN AERIAL**



350 EAST STREET

350 EAST STREET



300 EAST STREET

200 SOUTH STREET

STATE STREET

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REV.	DATE	APPR.

DESIGNED: C.C.S. DATE: FEB. 8, 2024  
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 CHECKED: J.W.

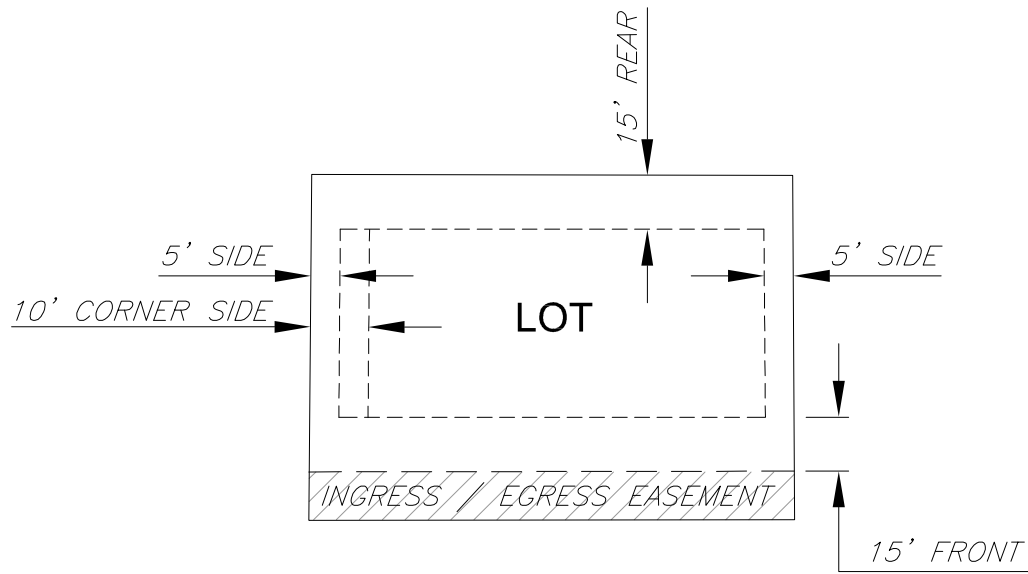
**FREMONT INVESTMENTS, LLC**  
 PO BOX 755  
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 (801)390-8483

COTTRELL HILLS SUBDIVISION "A PLANNED UNIT DEVELOPMENT"  
**300 EAST TREE PRESERVATION PLAN**

SHEET: **3**  
 OF 3 SHEETS

ENGINEER STAMP





## TYPICAL LOT SETBACKS

<i>FRONT SETBACK</i>	<i>15 FT.</i>
<i>GARAGE SETBACK</i>	<i>20 FT.</i>
<i>CORNER LOT SIDE SETBACK</i>	<i>10 FT.</i>
<i>REAR SETBACK</i>	<i>15 FT.</i>
<i>SIDEYARD SETBACK</i>	<i>5 FT.</i>

FARMINGTON CITY  
PLANNING COMMISSION  
May 04, 2023

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**WORK SESSION**

*Present: Chair Erin Christensen; Commissioners Larry Steinhorst, Frank Adams and Mike Plaizier. Staff: Community Development Director David Petersen, Community Development Director/City Planner Lyle Gibson, Planning Secretary Carly Rowe, and City Planner/GIS Specialist Shannon Hansell. Excused: Commissioners John David Mortensen, Samuel Barlow, Tyler Turner and Alternates Clay Monroe and Alan Monson.*

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**REGULAR SESSION**

*Present: Chair Erin Christensen; Commissioners Larry Steinhorst, Frank Adams and Mike Plaizier. Staff: Community Development Director David Petersen, Community Development Director/City Planner Lyle Gibson, Planning Secretary Carly Rowe, and City Planner/GIS Specialist Shannon Hansell. Excused: Commissioners John David Mortensen, Samuel Barlow, Tyler Turner and Alternates Clay Monroe and Alan Monson.*

Chair Erin Christensen opened the meeting at 7:01 PM.

**SUBDIVISION APPLICATION** – no public hearing, continued from previous meeting.

**Item #1 Paul and Rebecca Hatch and Elise Gubler-Tillett – Applicant(s) are requesting a recommendation for Preliminary Planned Unit Development (PUD) Master Plan and Schematic Subdivision approval for the proposed Cottrell Hills PUD subdivision, located at approx. 20 S 300 E in the OTR (Original Townsite Residential) zone. (S-3-23)**

Community Development Director David Petersen presented this agenda item. The Planning Commission reviewed this request on April 20, 2023, but tabled consideration to allow time for the applicant to complete four items (see below). Comments after each item (in italics) show what was done to fulfill these items.

1. Prepare a street tree preservation plan that includes concepts and issues (if any) of adding a sidewalk;  
*A photo (attached in the Staff Report) shows the existing sidewalk on 300 East adjacent to Lots 1 and 2, which connects to the sidewalk on State Street, and another attached photo, which demonstrates that the street trees next to the proposed Lots 3 and 6 are also ideally situated to extend the sidewalk south across these lots. The developer updated his plans to show the location of sidewalk extension and adjacent existing trees. Petersen said there is room to add a sidewalk. However, an arborist said to put in a sidewalk after the fact could damage the roots of the existing ash trees and it would be expensive, as a retaining wall would be needed.*
2. Provide conceptual building elevations for the homes that may be constructed within the project in the future;  
*The property is zoned Original Townsite Residential (OTR), and the applicant provided 11 possible building elevations for homes, which may be constructed on Lots 3, 4, and 5 and the existing interior lot which fronts State Street (see attached in the Staff Report). The first five elevations meet OTR standards; elevations 6, 7, and 8 could meet standards with some modifications; and the last three elevations do not meet the standards of the underlying zone. Petersen said what makes downtown Farmington special is that garages are not the dominant architectural feature and that porches are.*
3. Come back with a conceptual snow removal plan for the private drive to Lots 5 and 6, which will show the location of driveways and a place to stack snow; and  
*See two plans attached to the Staff Report.*
4. Show implications of maintaining eligibility for the National Historic Register for the two existing “contributing” homes on the property.  
*The applicant contacted Cory Jensen, National Register Coordinator for the Utah State Historic Preservation Office, and he emailed back to a representative of the property owners a list of “many ways that a property can suffer a loss of historical integrity and not be considered eligible anymore, depending on the building and setting.” See email from Seth Faerber to Dave Petersen, dated April 28, 2023 (enclosed in Staff Report).*

**Background information from 4/20/23 Planning Commission Staff Report:**

The subject property (2.15 acres or 94,961 square feet) consists of three homes on four lots, or an average of approximately 23,740 square feet per lot. The site is zoned OTR, which requires a minimum base lot size 10,000 square feet. As per Chapter 17 of the Zoning Ordinance, it may be possible for one to create an eight-lot subdivision, or four additional lots. However, in order to do so,

one must remove some or all of the existing dwellings, which includes homes constructed in 1895, 1947, and 1954 as noted on State Historic Preservation Office (SHPO) Historic Utah Building map—two of which are eligible for the National Register.

Notwithstanding the forgoing, the applicant desires to create three additional lots, or a total of seven lots (not eight lots), and preserve the historic homes at the same time. However, in the applicant's effort to create as little disruption as possible (i.e. limit the amount of hard surfaced streets) he is requesting two "land-locked" lots serviced by a private drive. Meanwhile, building lots must front a public street as required by ordinance. This deviation from the standard may be accomplished through the Planned Unit Development (PUD) process, but at the sole discretion of the City (it is a legislative act). "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. . . ." (Section 11-27-120 G 1. of Chapter 27 of the Zoning Ordinance (the PUD chapter)). Nevertheless, sub-paragraph 2 of the same section allows historic preservation as an alternative to open space.

Petersen said the fire marshal is fine with the applicant's final driveway configurations. Lot 1, Sunset Hill No. 2 subdivision, Parcel #07-038-0001 is already a platted lot, and the property owner already has the ability to put a new home on that lot. The PUD overlay can go over that lot, and it may give more flexibility. Following a meeting with Christensen, Staff came up with four more conditions. The fronts of homes are better looking than the sides of lots, and therefore must face front as called for in Condition 6. Their private driveway needs to be a bit longer, as called for in Condition 7. Petersen said it is easy to meet that 20-foot requirement, and there are various examples of such lengths throughout the City. There is plenty of space on that parcel to add parking spaces as called for in Condition 8. Lot 3 and 5 being below 10,000 square feet are the only deviations from the underlying zone that the applicant is asking for. They could get larger lots there, but then the historic homes would not be preserved. Their preservation is an asset to the community, Petersen said. If more deviations are added in the future, they should be considered as part of the final when the applicant comes back to the Planning Commission. He said to be considered a "contributing" home, a historic home must be on or eligible for the National Register.

Paul Hatch, one of the owners, addressed the Commission. He talked to Kim Hunter, owner of Country Gardens Nursery in Kaysville, about the six to eight ash trees there that are up to 90 years old. He said putting the sidewalk in after trees have matured could harm the trees. The roots keep the trees upright. He does not have a written report with these details. Digging down may kill some roots, and some of those trees already look rough. Petersen said there may be an oak tree as well. He doesn't doubt Hunter's assessment, but wants City Parks and Recreation Director Colby Thackeray to take a look at it as well.

Seth Faerber (598 N. Hill Farms Lane, Kaysville, Utah), representing the applicant, addressed the Commission. He said it would be necessary to dig down 6 to 8 inches to put in a sidewalk, and it would be more likely to have a damaging effect to the existing trees. Completing the sidewalk on this site would not provide a continuous connection. Petersen said the City Engineer does not yet know the information about damaging existing trees if sidewalks were put in. Commissioners could consider accepting a fee in lieu instead, which would mean the applicant fulfilled their sidewalk requirements. Regarding the private driveways, Faerber asked if the 15-foot setback would still apply. Petersen said it would.

Faerber said if the lots could be platted to the middle of the private road, Lot 3 and 5 would be larger than noted. Petersen said they would each likely be over 10,000 square feet if that were the case, and therefore, there would be no deviations from the underlying zone. Faerber discussed the driveway for Lot 6, and said once it is surveyed, they will include the driveway on the final drawings.

Christensen said she would like the City Arborist to look into the sidewalk issue so that further investigation would lead to either a sidewalk requirement or a fee-in-lieu. Adams said he would hate to have the trees compromised. Faerber said hopefully the dead grass and other landscaping will improve with these new plans. Petersen said Public Works and the City Engineer would decide the fee-in-lieu amount for the sidewalks, then the City would decide when and if the sidewalks would go in. Faerber said he figures two of the eight trees may need to be taken out to make room for a new road. It should be shown in the final plan.

## **MOTION**

Frank Adams made a motion that the Planning Commission recommend that the City Council approve the Preliminary PUD Master Plan and Schematic Subdivision plan for the proposed Cottrell Hills PUD subject to all applicable Farmington City development standards and ordinances and the following Conditions 1-9:

1. The owners must enter in to an agreement with the City, including but not limited to, memorializing their commitment to preserve and maintain eligibility for the National Register for two existing on-site “contributing” historic homes, and in that agreement, there will also be a cash-in-lieu option for the installation of the sidewalks—with the sidewalk’s actual installation decision being left to the discretion of the City’s Engineer, Arborist, and Planning Department.
2. The applicant must meet all requirements of the City’s DRC (Development Review Committee) including, but no limited to, Fire Department approval of the private drive configuration for the two “land-locked” lots.
3. Update plans to show the location of existing trees and sidewalk on 300 East next to Lots 1 and 2 as part of a street tree preservation plan, and label this portion of the sidewalk as “Existing,” and the sidewalk adjacent to Lots 3 and 6 as “Proposed,” and also identify all trees the entire length of the 300 East frontage as “Existing” as well.
4. All buildings constructed within the PUD, including building elevations, must meet the standards of the underlying OTR zone.
5. Include the existing interior lot which fronts State Street (Lot 1, Sunset Hill No. 2 subdivision, Parcel #07-038-0001) as part of the Cottrell Hills PUD Master Plan and Schematic Subdivision Plan.
6. The front of the dwelling on Lot 3 must face 300 East. The front of the dwellings on Lots 4 and 5 shall only face the private drive on their respective west property lines.
7. Private driveways on lots in the PUD must be at least 20 feet in length to allow the parking of cars/trucks thereon so that such parked vehicles will not project into private or public Rights of Way interrupting or preventing acceptable movement of pedestrian or vehicle traffic on these Rights of Way.
8. The applicant shall provide two parking spaces for Lot 6. [Note: Section 11-32-040 required two parking spaces per single-family dwelling unit.]
9. The area of two of the seven lots may be less than the minimum lot size in the OTR zone of 10,000 square feet (Lot 3: 9,038 square feet and Lot 5: 9,484 square feet) as shown on the Preliminary PUD Master Plan. This deviation from the standard of the underlying zone, and possible other deviations, must be finalized upon consideration of a Final PUD Master Plan by the City. [Note: The private drive/“land-locked” lots and the proposed setbacks shown on the plans are not deviations because these requests may be possible as set forth in Section 12-7-030 B. of the Subdivision Ordinance and Chapter 17 of the Zoning Ordinance).

**Findings 1-6:**

1. The PUD will result in the preservation of two historic homes.
2. The proposed lots are comparable in size and dimensions to other lots found in the area.
3. The density of development is consistent with what is allowed in the OTR zone. [Note: The applicant had the opportunity to apply for a density bonus of 20% as per Chapter 27 of the Zoning Ordinance, which, if requested and approved, would have resulted in the creation of nine lots, but the owner limited the size of the proposed development to seven lots.]
4. The applicant provided plans showing the existing trees and proposed sidewalk adjacent to Lots 3 and 6, and the proposed motion will supplement this effort by requiring the developer to show all existing trees and existing/future sidewalk the entire length of the project’s 300 East frontage in one overall street tree preservation plan.
5. The application is consistent with the goals and purposes of the Farmington City General Plan and Zoning Ordinance, including but not limited to the OTR zone.
6. The first part of the condition requiring the home on Lot 3 to face 300 East complies with Section 11-28-050 A. of the Zoning Ordinance, which states: “Main Building to Face Front: Regardless of the shape of any building lot, the full face of a building and the full width of required side yards shall be fully exposed to the street.” Although not flag lots, the second part of the same condition regarding the front of homes on Lots 4 and 5 meets a similar standard for flag lots in Section 12-7-030 J.2.d: “The front yard shall be considered one of the two (2) sides of the flag portion that adjoins the stem and all buildings must face the front yard.”

**Mike Plaizier** seconded the motion, which was unanimously approved.

Chair Erin Christensen	X Aye ____ Nay
Commissioner Frank Adams	X Aye ____ Nay
Commissioner Mike Plaizier	X Aye ____ Nay
Commissioner Larry Steinhorst	X Aye ____ Nay

## **PUBLIC HEARING:**

### **Cottrell Hills Planned Unit Development (PUD) Preliminary PUD Master Plan/Enabling Ordinance and Subdivision Plan**

Community Development Director **David Petersen** presented this agenda item, commenting on each exhibit. On the southeast corner of 300 East and State Street, there are three parcels on the north half, and one big parcel on the south. There are two historic homes eligible for the National Register, and one that isn't. The yield plan demonstrates what they can do, but they proposed not to do that. They want to leave the three northerly lots intact as is, adding four lots to the larger parcel, for a total of seven lots. Lots 5 and 6 do not have frontage on 300 East, and will be accessed via private drive. Two of the lots are below 10,000 feet, which is the minimum lot size called for by the Original Townsite Residential (OTR) Zone. The applicant would like to preserve two of the historically contributing homes (Lots 2 and 3).

The Planning Commission wanted a street tree preservation plan, and sidewalk improvement. On the south, there is no sidewalk, although there appears to be space for it. The Commission wanted elevations provided as well. Of those provided, the first five meet the OTR underlying standards. The next three could comply with modifications, while the last three did not comply due to garage placement.

The Commission recommended the Council approve this with an agreement that they preserve the eligibility of the two historic homes, and agree to continue maintaining that eligibility. **Mayor Anderson** wants to know how this agreement can run with the land. City Attorney **Paul Roberts** said it would be agreed to, notarized, and recorded with the County. **Petersen** said they would need to be on the National Registry if the home owner wanted any tax breaks for rehabilitating the homes. However, this would not require that.

The Commission offered a cash-in-lieu option instead of sidewalk installation, with the final decision left to the City Engineer, Arborist, and Planning Department. The City Arborist still needs to issue his report on if installing a sidewalk would damage the old trees. At least one tree will have to be removed to make way for a drive. So far, Staff and the Fire Department have approved the applicant's depiction of driveway configurations and snow removal plans. The only deviation is that two lots would drop below the minimum size. The OTR allows flexibility in setbacks, so the application is in compliance. Other deviations may arise before final plat. The proposed homes have a footprint of 50x60 feet, consistent with surrounding homes in the neighborhood. With a private drive, they have to provide their own snow removal and bring garbage cans out to the public road.

**Isaacson** said the Council should expect to see more and more infill projects like this in the future as land becomes scarce. While he would rather preserve the rural lifestyle, the world has changed. Legislation recently passed that garages could become Accessory Dwelling Units (ADUs) if they share a common wall with a single-family home. **Mayor Anderson** said the sentiment is if the City doesn't find ways to make land habitable, the State will come in and give landowners that right.

Representing the applicant, **Seth Faerber** (598 N. Hill Farms Lane, Kaysville, Utah) addressed the Council. The corner home on 900 South is owned by **Paul and Rebecca Hatch**, his aunt and uncle. They would like to build on one of those lots, and have a daughter live in another home on

the property. For sure one tree will come to make way for a road, but two trees may have to come out. The root cellar will also have to come out to make way for the road. The oldest home is ineligible for the National Registry because it had an addition and siding added to it. There are no present plans to tear down that home at this time.

**Mayor Anderson** opened the Public Hearing at 8:38 p.m.

**Ralph Reeves** (Farmington, Utah) lives down the street and is concerned about sidewalks. There is an elevation that may require a retaining wall. His preference is to leave it as/is.

**Cherry Rowberry** (Farmington, Utah) lives on this same road and has vacant property across the street and down that they hope to develop in the future. She is concerned with the sidewalk and agrees with **Reeves**. She owned a historic home that had large trees and no sidewalks right next to a school that has sidewalks ending at her property line. That street has the old irrigation gutters, which are deep and a nuisance. Children on bikes don't have an easy way to navigate from the sidewalk to the side of the street there.

**Faerber** said the City is requiring the applicant to pay for sidewalks either way. The issue is if the sidewalk will harm the root systems of the old trees. Since there is a lot of elevation change from 300 East to where the sidewalk would be, he would have to cut down and retain both sides of the road. That would likely damage the trees more. He believes that not having the sidewalk will be better for those trees, but they will do what the City recommends.

**Paul Hatch** (Farmington, Utah) lives on the corner and is an applicant. His home faces west, and he rarely sees anyone on the sidewalks. A sidewalk would look out of place there.

**Mayor Anderson** closed the Public Hearing at 8:51 p.m.

**Petersen** said there are three choices for sidewalks: extension agreement entered into with the City, take the cash in lieu of the sidewalk, or have the applicant install the sidewalk. Under ordinance, this has to be fully improved with curb, gutter and sidewalk. But with the PUD overlay, there is flexibility. **Roberts** encouraged that if sidewalks won't be installed, to make it part of the motion and part of the agreement.

**Isaacson** said he is predisposed to favor sidewalks, but he has an open mind and wants to hear from the arborist. Sidewalks are important for the safety of children. While he loves trees, he loves children more.

***Motion:***

**Isaacson** moved that the City Council approve the Preliminary PUD Master Plan and Schematic Subdivision plan for the proposed Cottrell Hills PUD subject to all applicable Farmington City development standards and ordinances and the following Conditions 1-10.

1. The owners must enter into an agreement with the City, including but not limited to memorializing their commitment to preserve and maintain eligibility for the national register for two existing on-site "contributing" historic homes, and in that agreement, there will also be a cash-in-lieu option for the installation of the sidewalks—with the sidewalk's actual installation decision being left to the City's Engineer, Arborist, and Planning Department.

2. The applicant must meet all requirements of the City’s Development Review Committee (DRC) including, but not limited to, Fire Department approval of the private drive configuration for the two “land-locked” lots.
3. Update plans to show the location of existing trees and sidewalk on 300 East next to Lots 1 and 2 as part of a street tree preservation plan, and label this portion of the sidewalk as “Existing,” and the sidewalk adjacent to Lots 3 and 6 as “Proposed” and also identify all trees the entire length of the 300 East frontage as “Existing” as well.
4. All buildings constructed within the PUD, including building elevations, shall meet the standards of the underlying OTR zone.
5. Include the existing interior lot which fronts State Street (Lot 1, Sunset Hill NO. 2 subdivision, Parcel #07-038-0001) as part of the Cottrell Hills PUD Master Plan and Schematic Subdivision Plan.
6. The front of the dwelling on Lot 3 must face 300 East. The front of the dwellings on Lots 4 and 5 shall only face the private drive or their respective west property lines.
7. Private driveways on lots in the PUD must be at least 20 feet in length to allow the parking of cars/trucks thereon so that such parked vehicles will not project into private or public Rights of Way interrupting or preventing acceptable movement of pedestrian or vehicle traffic on these Rights of Way.
8. The applicant shall provide two parking spaces for Lot 6. [Note: Section 11-32-040 requires two parking spaces per single-family dwelling unit.]
9. The area of two of the seven lots may be less than the minimum lot size in the OTR zone of 10,000 square feet (Lot 3: 9,038 square feet and Lot 5: 9,484 square feet) as shown on the Preliminary PUD Master Plan. This deviation from the standard of the underlying zone, and possible other deviations must be finalized upon consideration of a Final PUD Master Plan by the City. [Note: The private drive/“land-locked” lots and the proposed setbacks shown on the plans are not deviations because these requests maybe possible as set forth in Section 12-7-030 B. of the Subdivision Ordinance and Chapter 17 of the Zoning Ordinance.]
10. The Council must approve an enabling ordinance enacting the PUD overlay zone, but after the Planning Commission favorably considers the Final PUD Master Plan for the project.

Findings 1-8:

1. The PUD will result in the preservation of two historic homes.
2. The proposed lots are comparable in size and dimensions to other lots found in the area.
3. The density of development is consistent with what is allowed in the OTR zone [Note: The applicant had the opportunity to apply for a density bonus of 20% as per Chapter 27 of the Zoning Ordinance, which if requested and approved, would have resulted in the creation of nine lots, but the owner limited the size of the proposed development to seven lots.]
4. The applicant provided plans showing the existing trees and proposed sidewalk adjacent to Lots 3 and 6, and the proposed motion will supplement this effort by requiring the developer to show all existing trees and existing/future sidewalk the entire length of the project’s 300 East frontage in one overall street tree preservation plan.

5. The application is consistent with the goals and purposes of the Farmington City General Plan and Zoning Ordinance, including but not limited to the OTR zone.
6. The first part of the condition requiring the home on Lot 3 to face 300 East complies with Section 11-28-050 A. of the Zoning Ordinance which states “Main Building To Face Front: Regardless of the shape of any building lot, the full face of a building and the full width of required side yards shall be fully exposed to the street.” Although not flag lots, the second part of the same condition regarding the front of homes on Lots 4 and 5 meets a similar standard for flag lots in Section 12-7-030 J.2.d: “The front yard shall be considered one of the two (2) sides of the flag portion that adjoins the stem and all buildings must face the front yard.”
7. The motion accommodates the possibility of unforeseen additional deviations from the standards of the underlying zone, if any, which make sense, and come about as part of the Final (PUD) Master Plan process.
8. Based on the City Arborist’s report, and the decision of the City Engineer and Planning Department, the City may not require sidewalk to be put in.

**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 Melissa Layton	X Aye ___ Nay
Councilmember Amy Shumway	X Aye ___ Nay

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Approve the easement for Dominion Energy to provide gas services to the All West fiber hut at the Public Works location.
- Item 2: Public Works Surplus Property including: Set of three Diamond Plate Truck Tool boxes; Diamond Plate truck Toolbox; set of two tool boxes; tractor aerator, utility trailer, truck pipe rack; galvanized corrugated pipe of various sizes; reinforced concrete pipe of various sizes; shotcoat iron pipe of various sizes; steel pipe; concrete lid; concrete box section with insert for grate; and used chain link fencing.
- Item 3: Legacy Event Center Waterline Maintenance Agreement between Farmington City and Davis County.
- Item 4: UPDATED Polling Location and Vote Centers. Davis County added locations that were left off the original list.
- Item 5: Kirkham Corner Improvements Agreement between Curtis Kirkham and Farmington City. Kirkham has submitted a \$18,150 cash bond with Farmington.
- Item 6: Minutes Approval for May 2, 2023
- Item 7: CDBG Resolution & Interlocal Agreement with Davis County

***Motion:***

**Layton** moved to approve the Summary Action list Items 1-7 as noted in the Staff Report.





# Farmington City Planning Commission Staff Report February 22, 2024

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## Item 2: The Charlotte – PMP/DA, Schematic Subdivision, Schematic Site Plan

Public Hearing:	No
Application No.:	PMP-1-23
Property Address:	1293 West Burke Lane
General Plan Designation:	CA/BP (Class A Business Park)
Zoning Designation:	OMU (Office Mixed Use)
Area:	Approximately 11 acres
Number of Lots:	92 Residential - 2 Commercial
Property Owner:	West Bench LLC ETAL, Jones F Property LLC, Sherry Cook Trust
Applicant:	CW Urban and Tod Jones

Request: *The applicants are seeking approval for the Project Master Plan / Development Agreement, Schematic Subdivision Plan, and Concept Site Plan for the Charlotte, a mixed residential and commercial subdivision. This item is being continued from the 2/8/24 PC Meeting.*

---

### **Update to background info since original hearing**

The Planning Commission first reviewed this proposal during a hearing on 2/8/2024. The item was tabled to be continued at a future meeting in order to allow the applicant to...

- Allow the applicant time to provide a proposed Development Agreement (DA) for review of the commission.
- Provide a traffic study or exhibit to help the commission understand traffic circulation.
- Delineate which areas were public access vs. private, and who maintains the trail.
- Further detail plan to meet moderate income housing requirement.
- Provide additional detail on ownership or rental of residential units.
- Offer additional information about the future commercial use and its potential impact or relationship to the project proposal.

The proposed development agreement has been included with the report along with additional exhibits in response to these requests of the Planning Commission. Additional information may be explained during the meeting.

The Planning Commission should consider whether or not their requests have been satisfactorily addressed and make a recommendation to the city council based on the provided information.

In consideration of some of the traffic elements, city staff does not recommend that speed bumps be included on public rights of way (Cook Lane), Staff is also satisfied that the main access points from Maker Way and Burke Lane are situated appropriately as directed by the City Traffic Engineer. The main public road network can accept the capacity that is anticipated from the Development based on a study conducted for the larger area.

**Background Information**

The Subject property is part of an overarching project master plan wherein 30+ acres of property received approval from the City Council to be eligible for use of Section 11-18-140 and supplemental master plan approvals as long as projects within the area include at least 2.5 acres.

Use of Section 140 referenced above means that an application may deviate from the standards of the OMU zoning district at the discretion of the City. Deviations are to be recommended by the Planning Commission and those which are found to be acceptable by both the City Council and Developer are memorialized in a Development Agreement.

Notably, the OMU zoning district does now allow residential development, however the Farmington Station Area vision includes a large amount of residential development. Section 140 is used by the city as a means to allow for residential development or other deviations while ensuring that it does not crowd out desired non-residential development.

The [Farmington Station Area Plan](#) which was adopted in 2022 shows the subject property having part office, residential, and open space elements. The property is located within the Recreation Neighborhood identified by the plan.



Projections from the plan indicate that within this neighborhood the city might anticipate some 460 townhome units and 948 multi-family units (apartments).

	OFFICE		RETAIL/OTHER		MULTI FAMILY		TOWNHOMES		Residential Units Total	Residents Total	Acres
	Sq. Ft.	Employees	Sq. Ft.	Employees	Units	Residents	Homes	Residents			
2022 - 2024	-	-	-	-	-	0	122	415			
2025 - 2027	37,500	131	10,000	8	548	1,863	188	639			
2028 - 2032	540,000	1,890	26,000	20	400	1,360	25	85			
2033 - 2042	240,000	840	-	-	-	0	80	272			
2043 +	-	-	-	-	-	0	45	153			
<b>TOTAL (Build-out)</b>	<b>817,500</b>	<b>2,861</b>	<b>36,000</b>	<b>27</b>	<b>948</b>	<b>3,223</b>	<b>460</b>	<b>1,564</b>	<b>1,408</b>	<b>4,787</b>	<b>150</b>
Entitled/Agreement	757,500	2,651	22,000	17	760	2,584	213	724	973	3,308	100
% of TOTAL	92.7%	61.1%	61.1%		80.2%	46.3%			69.1%		66.7%
Market Study Capacity	3,988,800		47,600		3,997		175		4,172		

Currently entitled are 790 apartment units and 263 townhomes. The proposed 92 townhome units within this project would bring the total to 355. Overall the unit count is below what has been anticipated as actual projects have come in while some sites envisioned to be residential are commercial uses and vice-versa.

Nearby entitled development with The Charlotte circled in red:



The Charlotte is proposing the townhome neighborhood development on the south end of the project closest to the park. It isn't known at this point whether or not the townhomes will be sold or rented, but they would be platted individually for potential owner occupancy.

The Commercial portion of the property includes 4 restaurant pads and a large future phase where a user is in discussion with the Developer but the current deal is still in the works before a user can be identified. With no firm commitment the applicant is simply indicating that they will ensure non-residential development on that site. No specific tenants are identified for the restaurant sites, but the applicant is looking for approval to allow 2 of the restaurant sites to include drive thru service which requires specific approval through Section 140. The Developer is committing to certain architectural elements and design components on the restaurant spaces to help promote and maintain the form base them sought in the mixed-use area.

Architectural design for the housing would be honed in on for the preliminary approval phase of the project if the overall layout and use types are approved by the City. Other than the specific design elements that are identified in an agreement by the Developer, the architecture of the commercial would be tenant driven and without an exception or allowance indicating otherwise, the architecture and form would have to meet the design requirements of the OMU district.

The Planning Commission is tasked with sending a recommendation to the City Council regarding the project. The recommendation would indicate whether or not the Commission believes the proposal is appropriate at the subject location and in harmony with the vision for the North Station Area. The Commission may request additional details from the applicant to help make this determination and may recommend conditions that should be part of the development agreement to ensure certain outcomes.

### **Suggested Motion**

Move that the Planning Commission recommend approval of the Project Master Plan / Schematic Site Plan, and Schematic Subdivision for The Charlotte subject to all applicable Farmington City development standards, ordinances and the following conditions to be included in a development agreement:

1. Update Section 3.1.2 of the DA to specify that residential development shall be limited to single-family attached housing (townhomes) not to exceed 92 units in manner shown on the included Development Plan.
2. Specify in Section 3.1.3 that the project shall be allowed 2 drive-thru windows in the locations identified by the PMP, not on the corner.

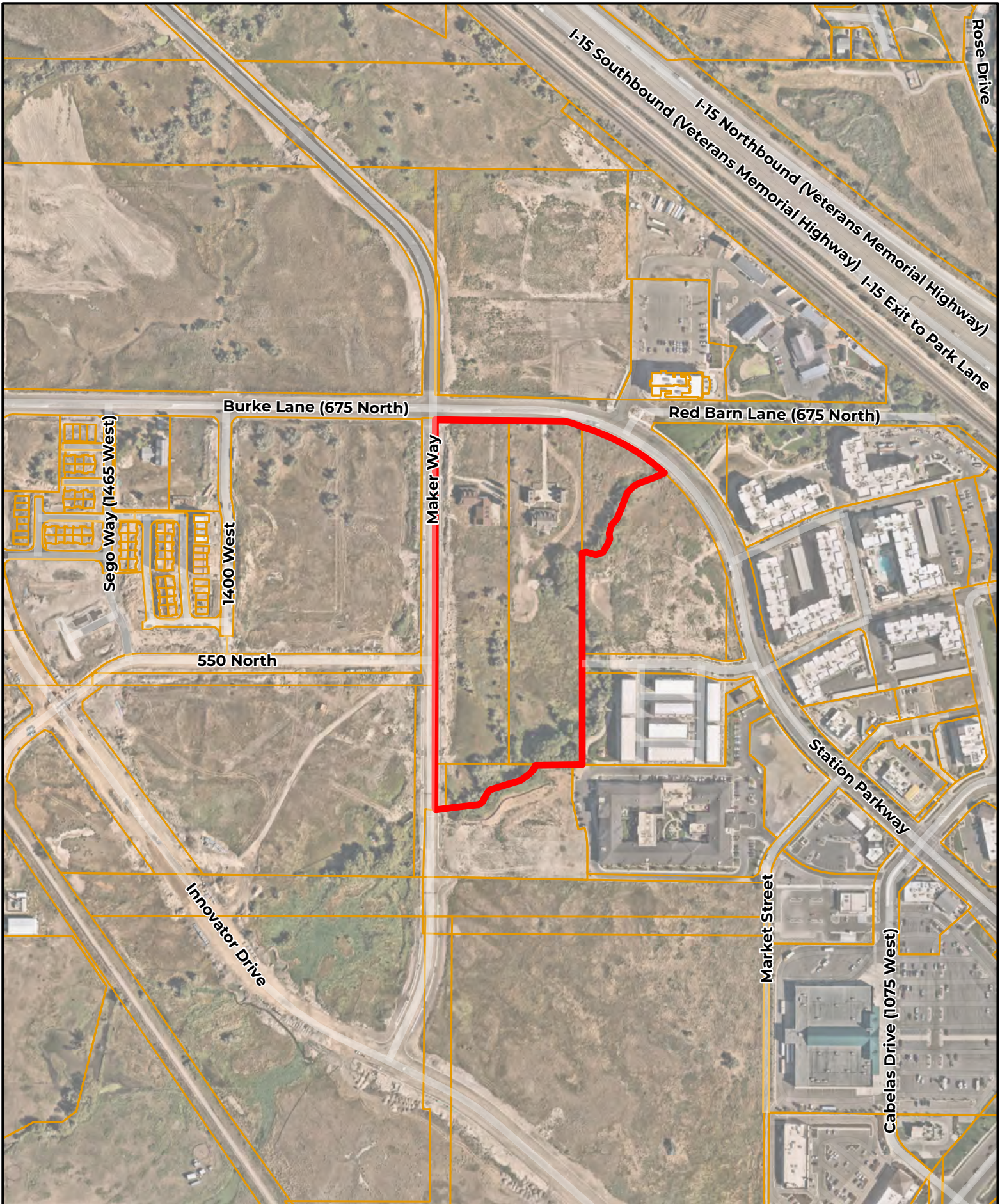
3. The restaurant development shall include an outdoor dining area or patio similar to what has been identified in the PMP.  
\*\* Other items the Planning Commission would like to have included with the project.

**Findings:**

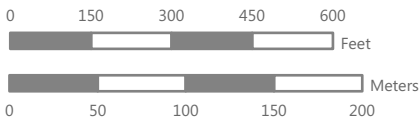
1. The proposed use and site plan is consistent with the vision for the area identified by the Farmington Station Area Plan.
2. The property is allowed to have deviations considered through section 140 per the Farmington Station Center PMP adopted in 2020.
3. The number of units is within the range previously identified by planning efforts to project infrastructure needs and traffic capacities.
4. The residential development is near the soon to be built public park which compliments the use and provides amenities to the future residents of this site.
5. The proposed commercial development would compliment the known uses coming into the area.
6. The individually platted townhomes offer the potential for owner occupancy in an area where rental units are the majority.

**Supplemental Information**

1. Vicinity Map
2. PMP / DA



**VICINITY MAP**  
The Charlotte



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.

# theCHARLOTTE

1293 Burke Lane, Farmington, Utah

C.W.Urban and Tod Jones are pleased to submit our Project Master Plan (PMP) for the CHARLOTTE project located at 1293 Burke Lane. We are excited to partner with Farmington City to provide needed housing units, thoughtful commercial uses, and transportation connectivity through our proposed mixed-use development. We believe that this PMP is possible only because of thoughtful planning by the city and that this proposal will serve as a catalyst for additional development in the Farmington Station Area Plan.

The C.W.Group has developed over 600 units across 20 townhome projects throughout the Wasatch Front. C.W. Group currently owns and operates 15 commercial and retail assets with another 13 in various stages of development. This success has been made possible by emphasizing the importance of adding value to the surrounding neighborhood by focusing on high quality design and creating a sense of place. We appreciate Farmington City's efforts in creating a thoughtful master plan that allow for unique, mixed-use development opportunities such as the CHARLOTTE. We believe that our PMP proposal meets the Farmington Station Area Plan's goals to create a vibrant, livable place that is connected to the rest of the city.

C.W. and Tod Jones have worked tirelessly with City Staff and appreciate the effort put forward that has allowed us to get to this point. We are looking forward to continuing a strong working relationship with Farmington City and believe that we can help the city reach their goals.

Best,

Walker Wood  
Vice President | C.W. Urban

Colton Chronister  
Developer | C.W. Urban

Tod Jones  
Partner

C.W. Urban  
610 North 800 West  
Centerville, Utah 84025

In Care of

Mr. David Peterson  
Community Development

Lyle Gibson,  
Assistant Community Development Director

Farmington City  
160 South Main Street  
Farmington City, Utah 84025



Site Context & Objectives

Description of Land Use Concepts

Utilities & Infrastructure

Sequence & Timing

Section 140 Petition



# Site Context & Objectives

theCHARLOTTE spans approximately 10 acres between Maker Way and Shepard Creek and from Burke Lane to where the creek bends and crosses Maker Way. Zoning for the entirety of the site is OMU. The concept commercial uses are approved uses in the OMU zone and through the Section 140 Petition, residential uses can be approved.

#### NORTH EDGE

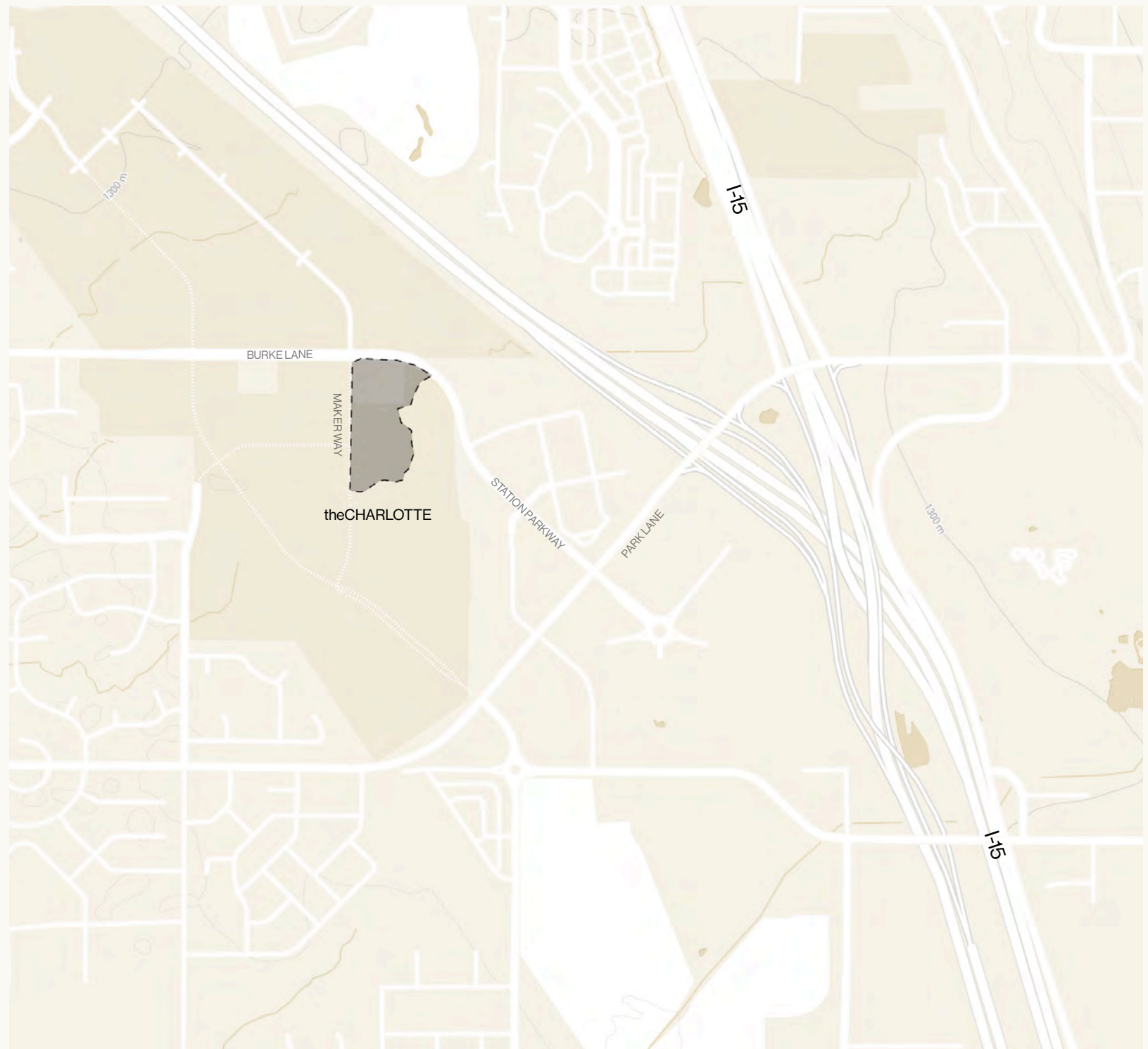
The north boundary is Burke Lane which separates theCHARLOTTE from the proposed developments by STACK, Wasatch, and IHC.

#### WEST EDGE

The western boundary is the newly paved Maker Way. This road separates theCHARLOTTE from the future Lifetime Fitness and the new city park.

#### EAST & SOUTH EDGE

The site's eastern and southern boundary is Shepard Creek. The creek plays a key role in theCHARLOTTE proposal and a special emphasis in creek activation is crucial to the proposal's success.



## OBJECTIVES:

### **Foster community through needed housing units**

- Provide high quality architecture.
- Activate new city park through trail connection and proximity

### **Create necessary restaurant and retail options for current and future residential and office growth.**

- Diverse food options that cater to different types of users
- Harmonious users to the adjacent gym and city park

### **Enhance pedestrian connectivity through the installation of a new stretch of public trail on Shepard Creek.**

- Trail to be programmed with seating and picnic areas
- Native plantings to be enhanced and creek integration emphasized

### **Finalize the Station Area master plan transportation network with the connection of Burke Lane to Maker Way via Cook Lane.**

- Cook Lane constructed and deeded to city
- Cook Lane construction to take priority to allow city to deploy dollars for culvert construction



# Descriptions of Land Use Concepts

## LAND USE CONCEPTS:

### Commercial Concepts:

- Bld. 1 – 5500 SF (Single Tenant, Sit-Down Restaurant)
- Bld. 2 – 3500 SF (Single or Multi-Tenant Restaurant/Retail)
- Bld. 3 – 3500 SF (Single or Multi-Tenant w/Drive-Up)
- Bld. 4 – 3500 SF (Single or Multi-Tenant w/Drive-Up)
- Off-Street Parking – 6.5/1000 SF

### Future Commercial

- Approximately 3.3 acres reserved for core/anchor commercial user

### Residential Concepts:

- 92 Townhome Units (2-3 Bedroom)
- 2-Car Garages
- 32 Off-Street Guest Parking Stalls
- Off-Street Parking – 2.3 stalls/unit

### Public Open Space:

- Programmed public walking trail along Shepard Creek
- Programmed open space with benches and tables along trail
- Detailed creek activation along trail system

### Private Open Space:

- Community gathering area with covered seating and BBQ
- Private Patio Space



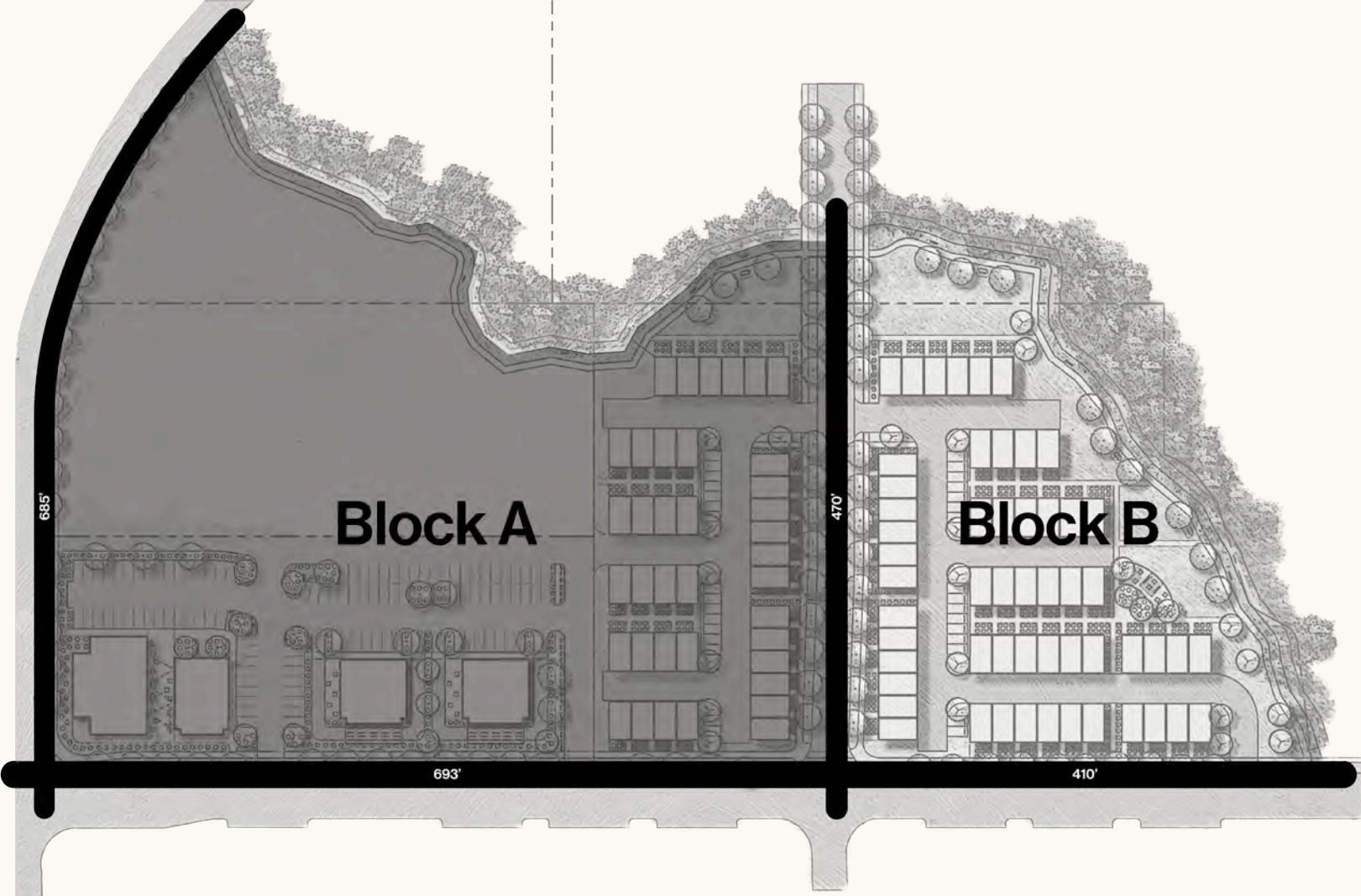
# Concept Plan



## theCHARLOTTE

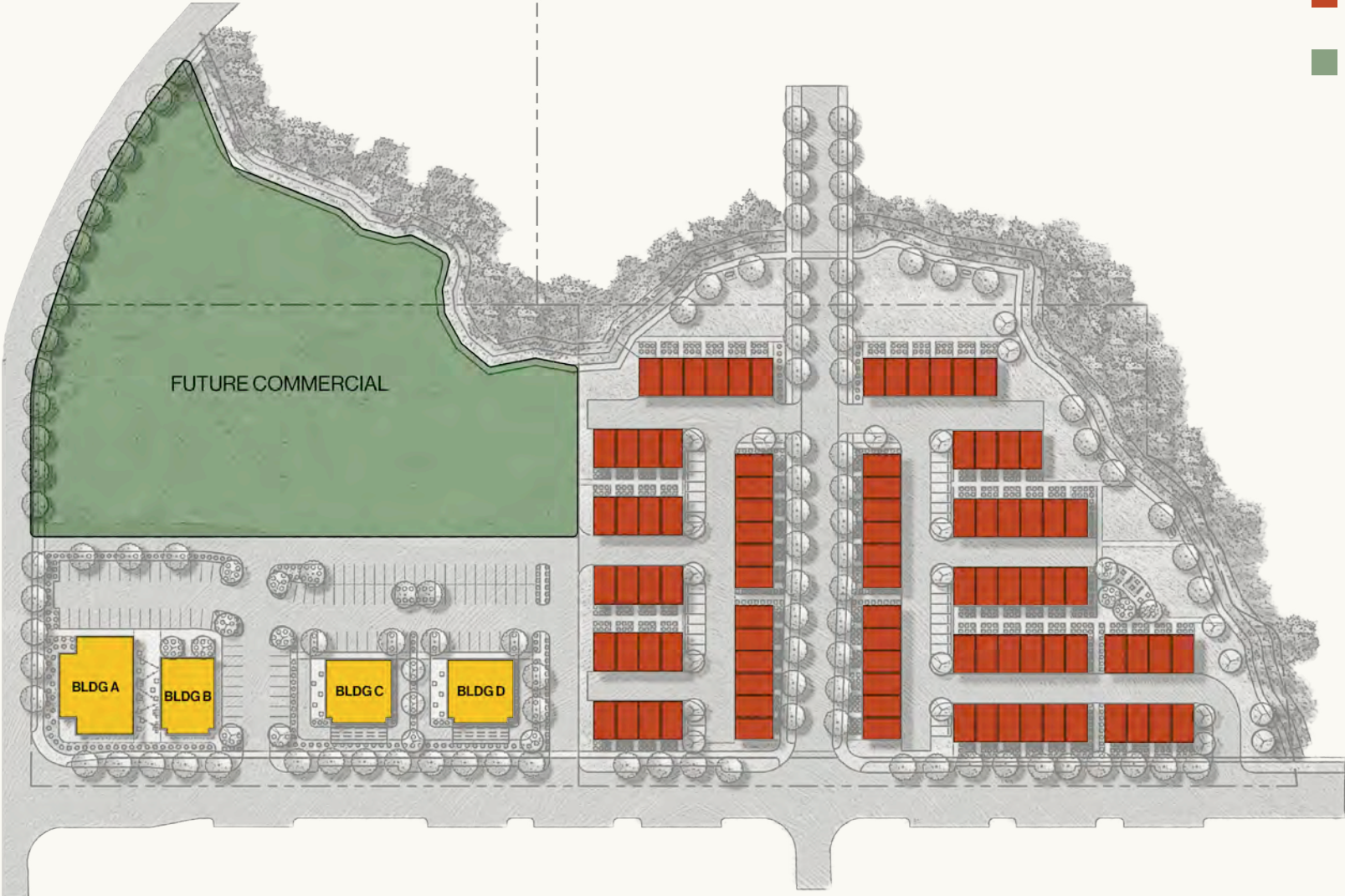
- 1 Perimeter Landscape
- 2 Existing Creek & Tree Canopy
- 3 Proposed Trail with Benches
- 4 Picnic Area
- 5 Gathering Space - Permanent BBQ Seating & Open Lawn Area
- 6 Trail Connection
- 7 Restaurant Drive-Thru & Canopy
- 8 Future Bridge & Road Extension
- 9 Townhome Units

# Block Exhibit



# Conceptual Land Uses

- Commercial
- Residential
- Future Commercial





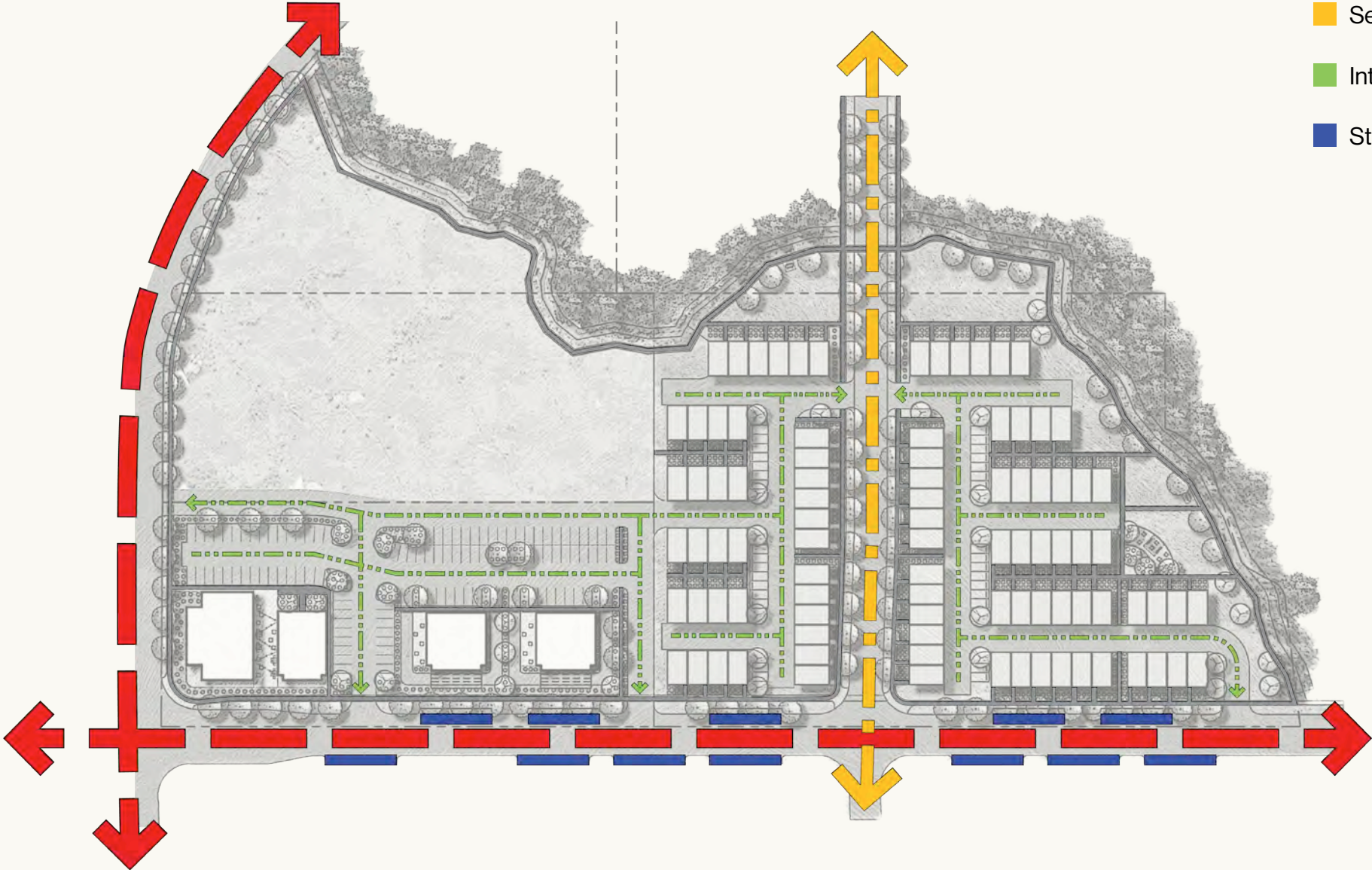
# Green Space

- Public Green Space
- Private Green Space
- Pedestrian Circulation



# Circulation

- Primary Circulation
- Secondary Circulation
- Internal Circulation
- Street Parking

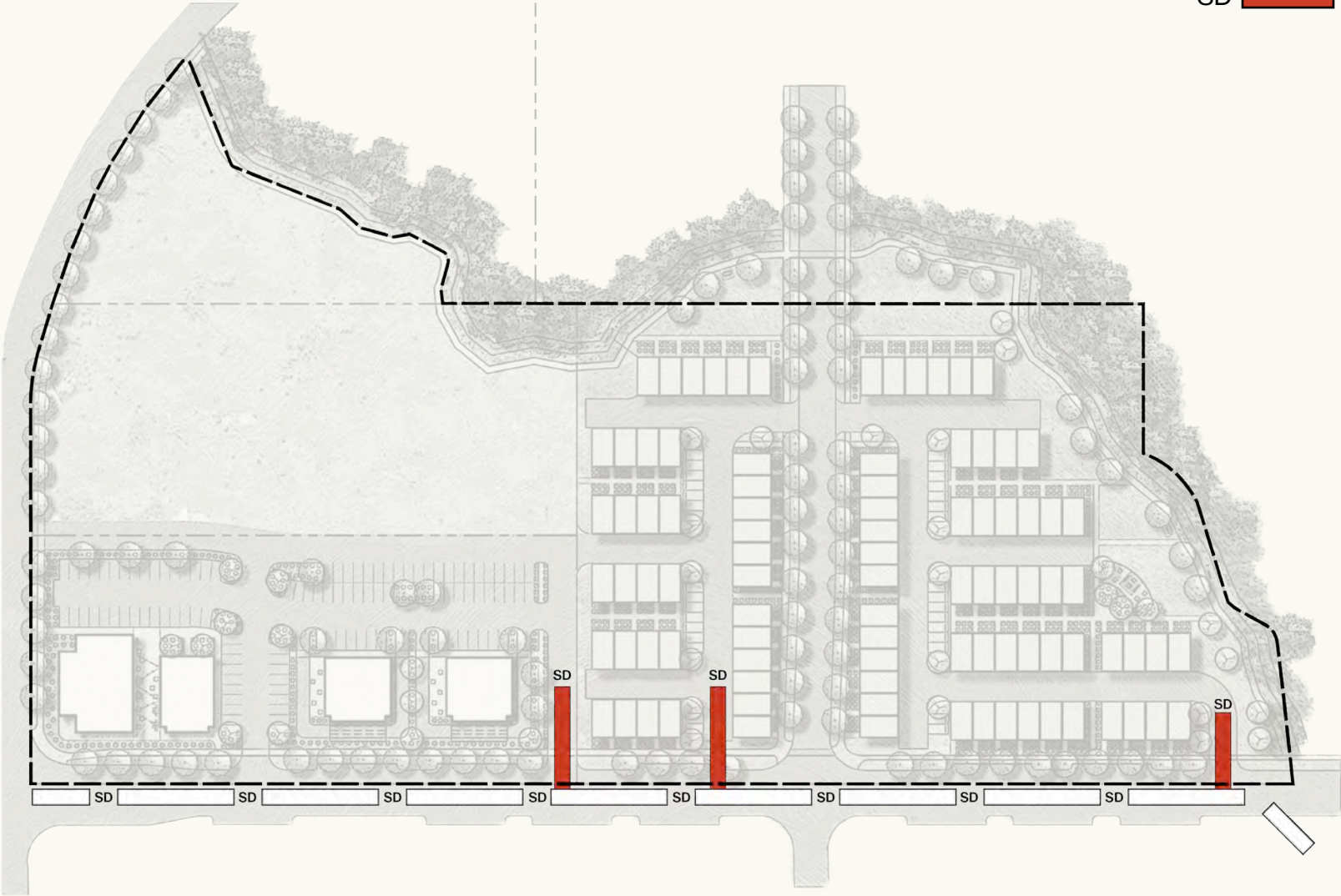


# Utilities & Infrastructure





# Storm Water Plan

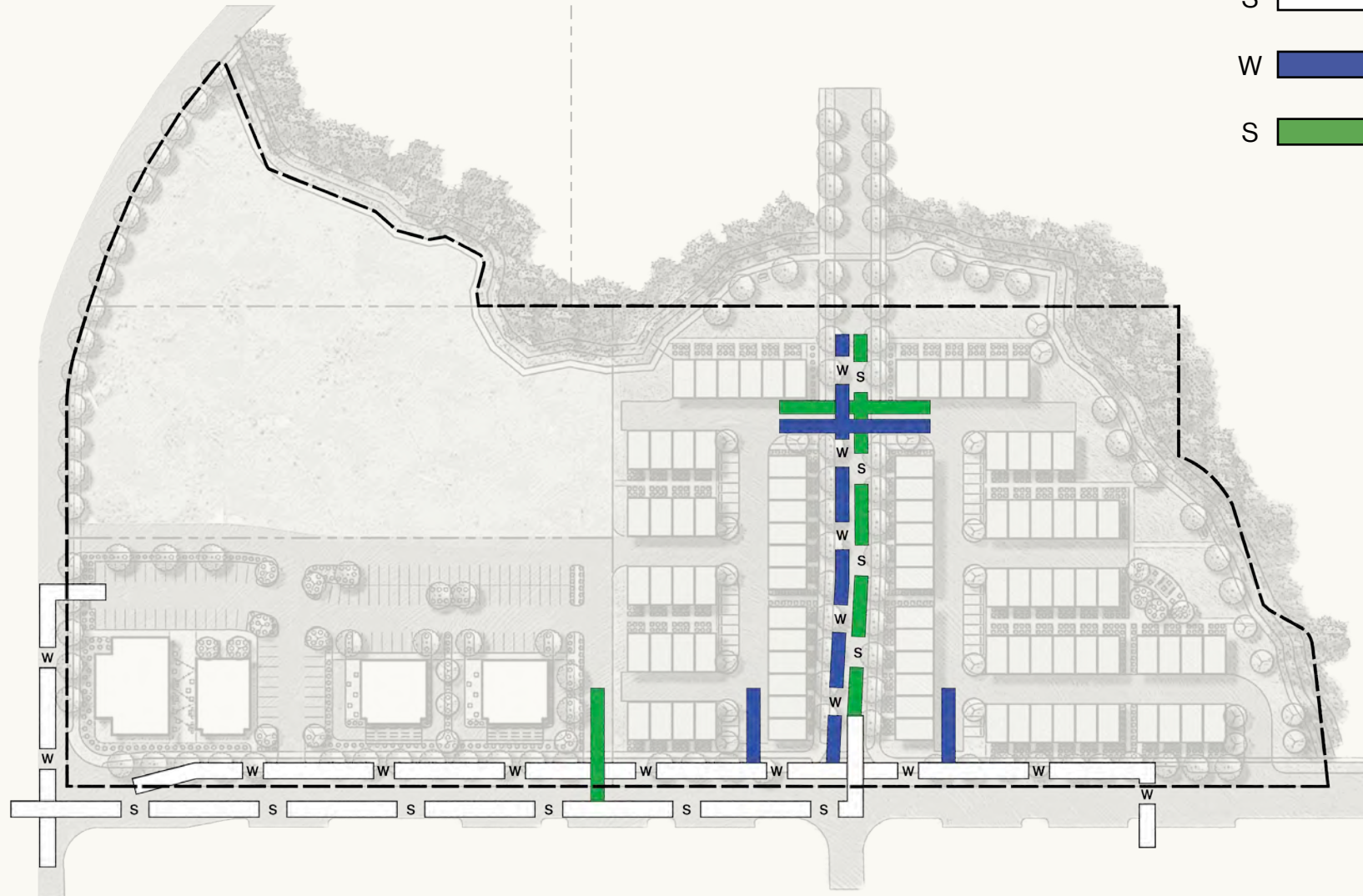
SD  Existing Storm Drain

SD  Proposed Storm Drain



# Utility Plan

- W  Existing Water
- S  Existing Sewer
- W  Proposed Water
- S  Proposed Sewer



# Timeline & Sequence

# Timeline

**Q1 2024**  
PMP APPROVAL



**Q2 2024**  
FINAL PLAT APPROVAL



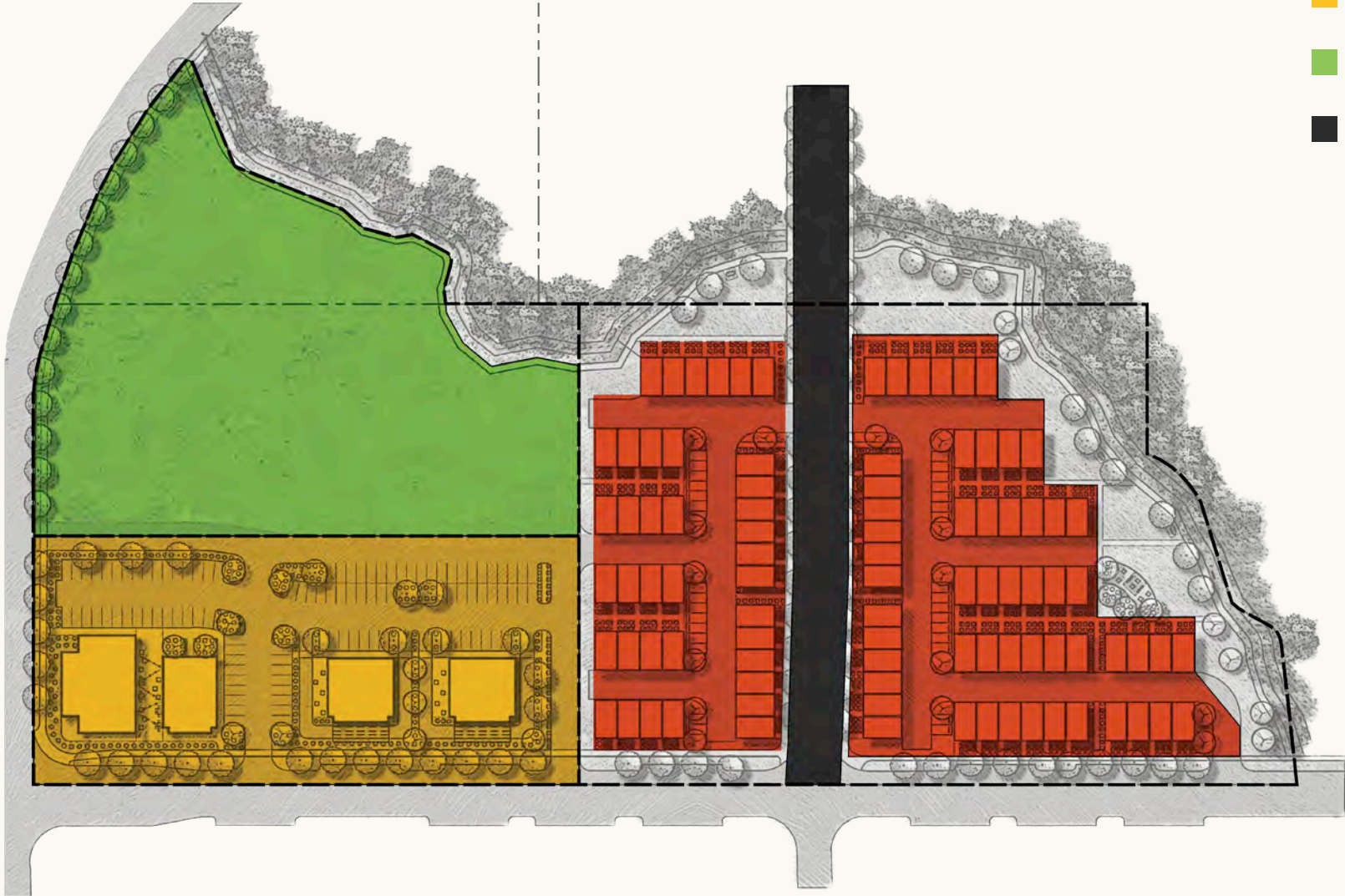
**Q2 2024**  
CONSTRUCTION START



**Q2 2025**  
FIRST BUILDINGS ONLINE

# Sequence Exhibit

- Residential
- Commercial
- Future Commercial
- Cook Lane Install





# Section 140 Petition

## 11-18-140: ALTERNATIVE APPROVAL PROCESS; DEVELOPMENT AGREEMENTS:

Alternative Development Agreement Approval Process: “Projects within the TOD Mixed Use Districts involving the development of at least twenty-five (25) acres of land may elect the alternative approval process described in this section, resulting in the approval, execution and recordation of a development agreement.”

On June 9, 2020, the city recorded the Development Agreement for Farmington Station Center. CW Management Corporation, Michael and Christine Benson, Jones F. Property, LLC, and Michael and Robyn Romney entered the aforementioned PMP/ Development agreement combining their properties to exceed the 25-acre minimum size requirement per Section 11-18-140.

“Consideration and Approval Of Development Agreement: The development agreement shall be considered at the same time as the PMP and following the same approval process described in section 11-18-080 of this chapter. The criteria for review of a PMP and development agreement application by the Planning Commission and City Council shall consist of the following criteria in lieu of the criteria set forth in subsection 11-18-080 of this chapter:

Consistency with the Farmington City General Plan;

1. Compliance with applicable City codes, rules, regulations and standards applicable to the proposed PMP, except that uses and development standards specifically included in the development agreement may be different from those contained in the Farmington City ordinances;
2. Consistency with any development standards determined by the City to be applicable to all development within the TOD Mixed Use Districts;
3. Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD Mixed Use Districts and be consistent with the objectives of section 11-18-050, “Uses”, of this chapter; and
4. Establishment of circulation and transportation features sufficient to meet the requirements of section 11-18-040, “Regulating Plan”, of this chapter, to coordinate with anticipated off site circulation and transportation features and to further any applicable community wide transportation objectives.”



## LEGEND

- ① PERIMETER LANDSCAPE
- ② EXISTING CREEK & TREE CANOPY
- ③ PROPOSED TRAIL WITH BENCHES
- ④ PICNIC AREA
- ⑤ GATHERING SPACE - PERMANENT BBQ, SEATING & OPEN LAWN AREA
- ⑥ TRAIL CONNECTION
- ⑦ RESTAURANT DRIVE-THRU & CANOPY
- ⑧ FUTURE BRIDGE & ROAD EXTENSION
- ⑨ TOWNHOME UNITS



# THE CHARLOTTE - plan view site plan

FARMINGTON, UTAH  
 11/30/2023  
 23-0250



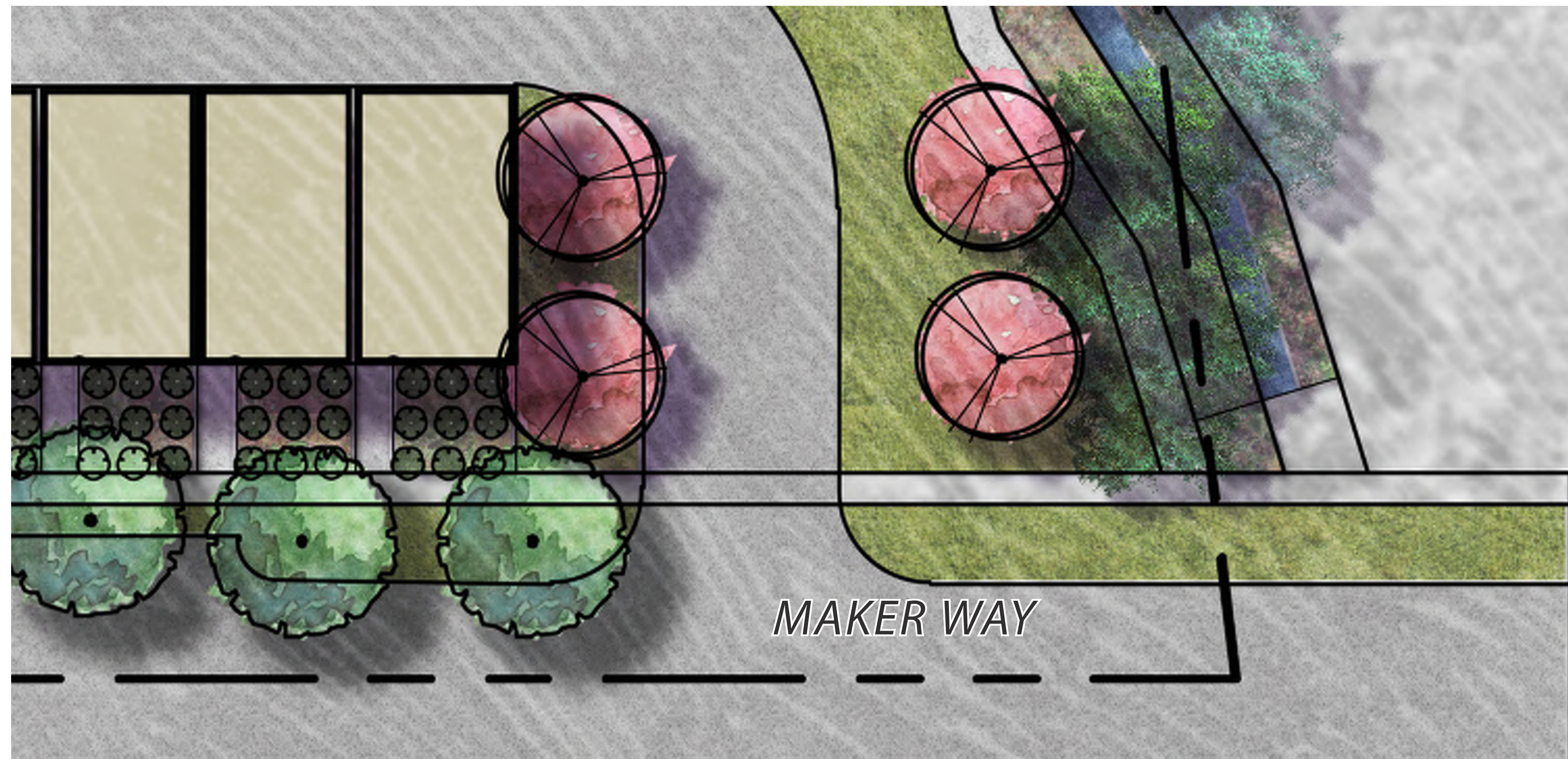
CONTEXT MAP



EXISTING SITE - BIRDS EYE VIEW FACING EAST



EXISTING SITE - VIEW EAST ON MAKER WAY



SOUTH ENTRANCE PLAN



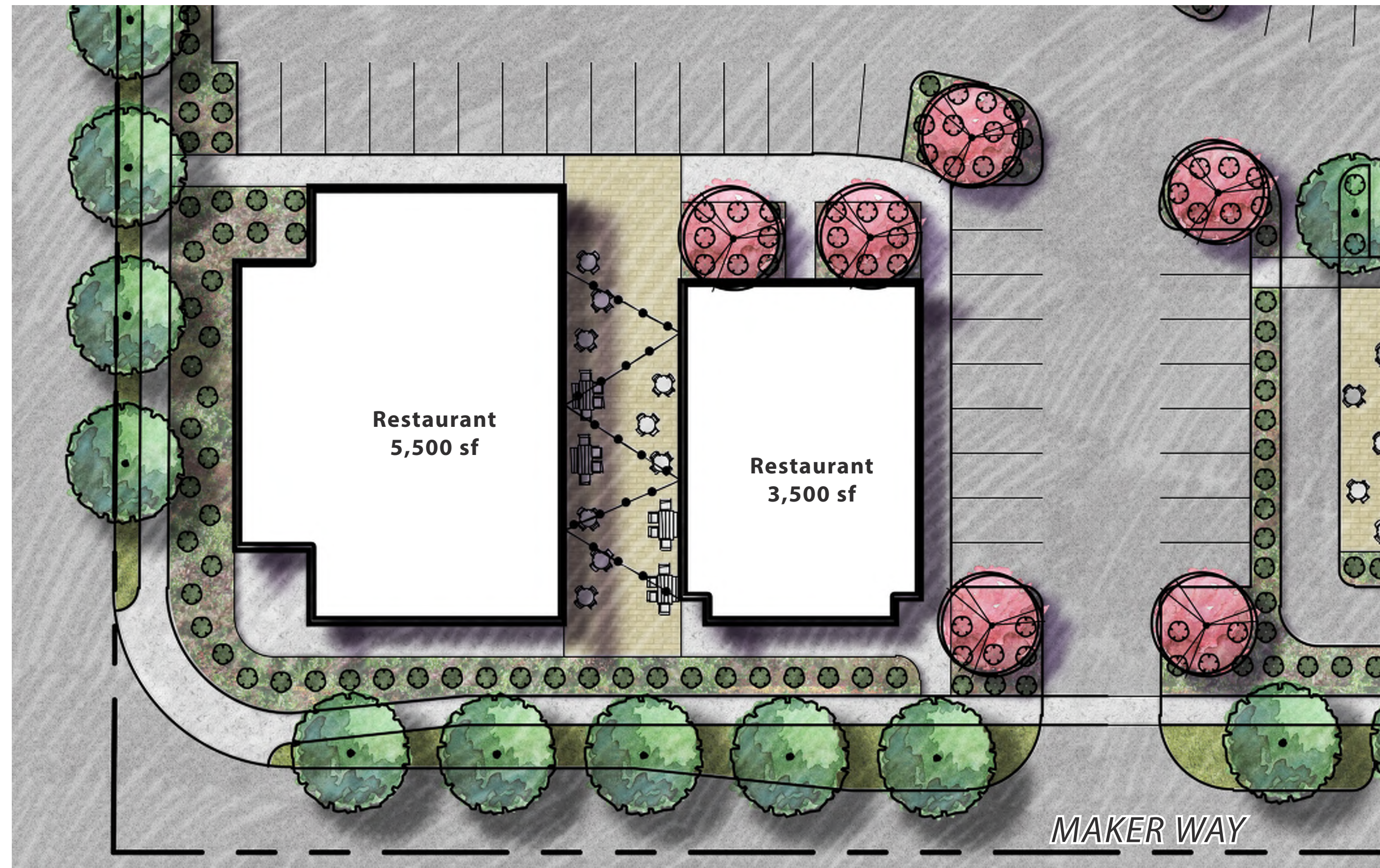
SECTION ELEVATION- SOUTH ENTRANCE

# THE CHARLOTTE - south entry

FARMINGTON, UTAH

11/30/2023

23-0250



RESTAURANT OUTDOOR PATIO



RESTAURANT DRIVE-THRU



SECTION ELEVATION - RESTAURANT PATIO



SECTION ELEVATION - DRIVE-THRU

# THE CHARLOTTE - restaurant plan



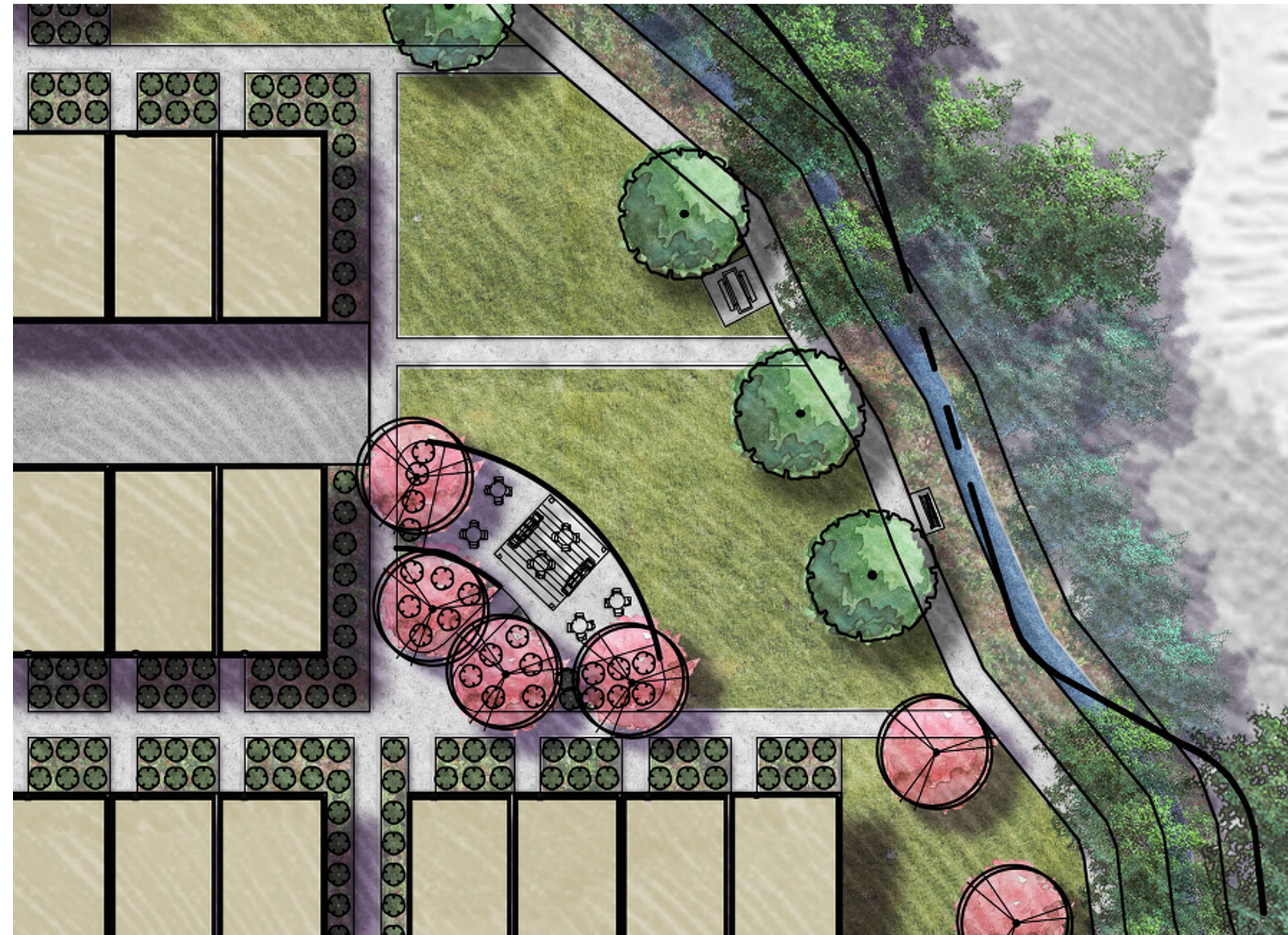
**PICNIC TABLES**



**BENCH SEATING**



**GATHERING SPACE -  
PERMANENT BBQ & SEATING**



**PLAN VIEW- GATHERING SPACE**



**SECTION ELEVATION - GATHERING SPACE**



**ASPHALT TRAIL**

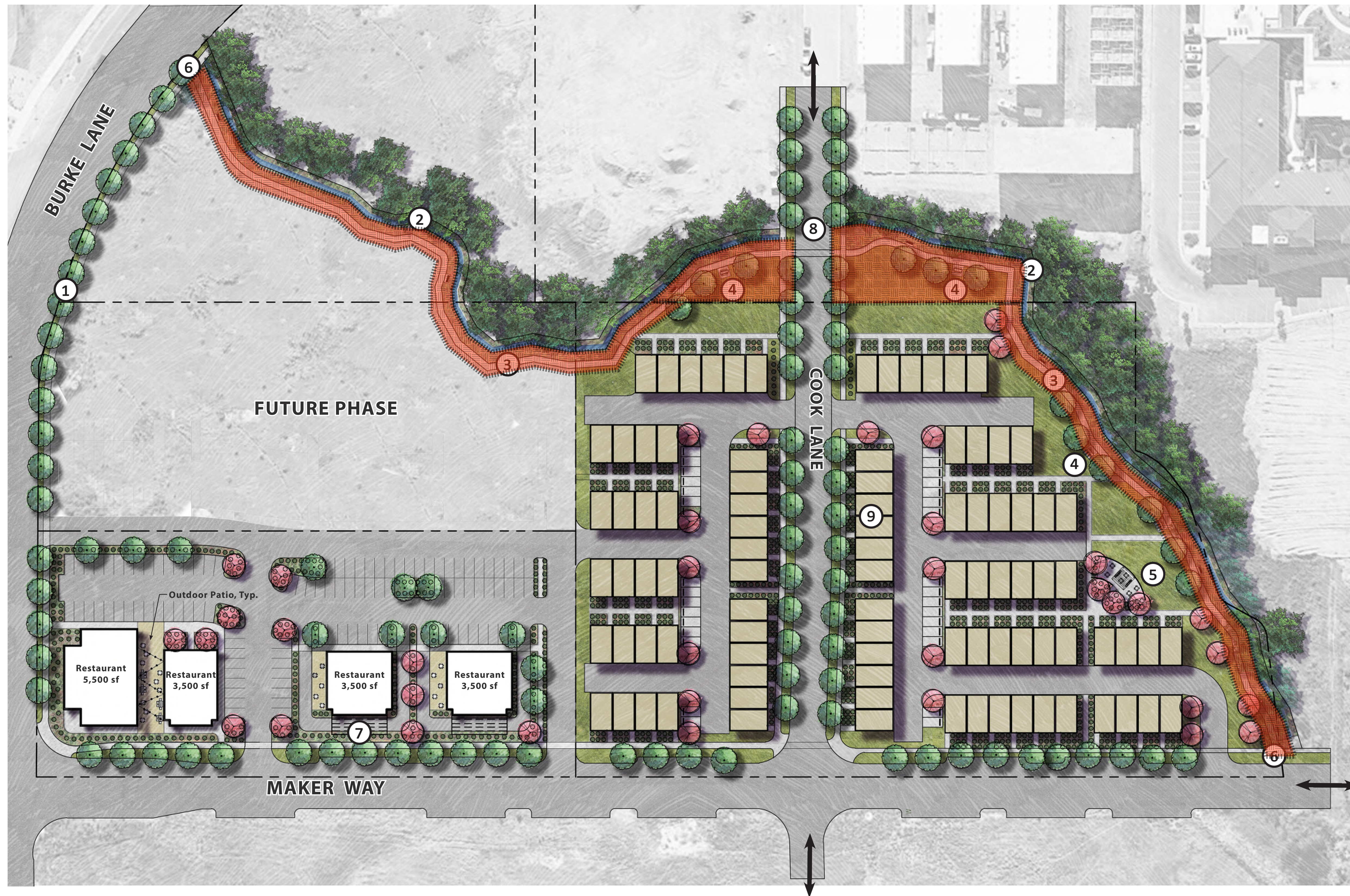


**GRASS OPEN SPACE**



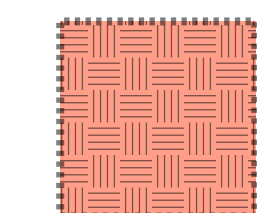
**CONTEXT MAP**

# ***THE CHARLOTTE - townhome amenities***



## LEGEND

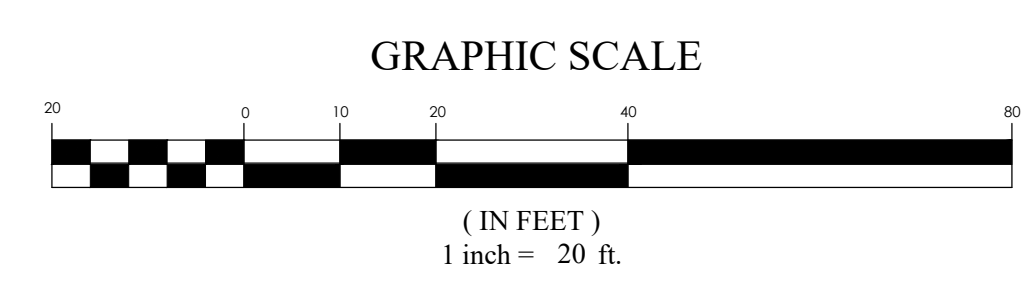
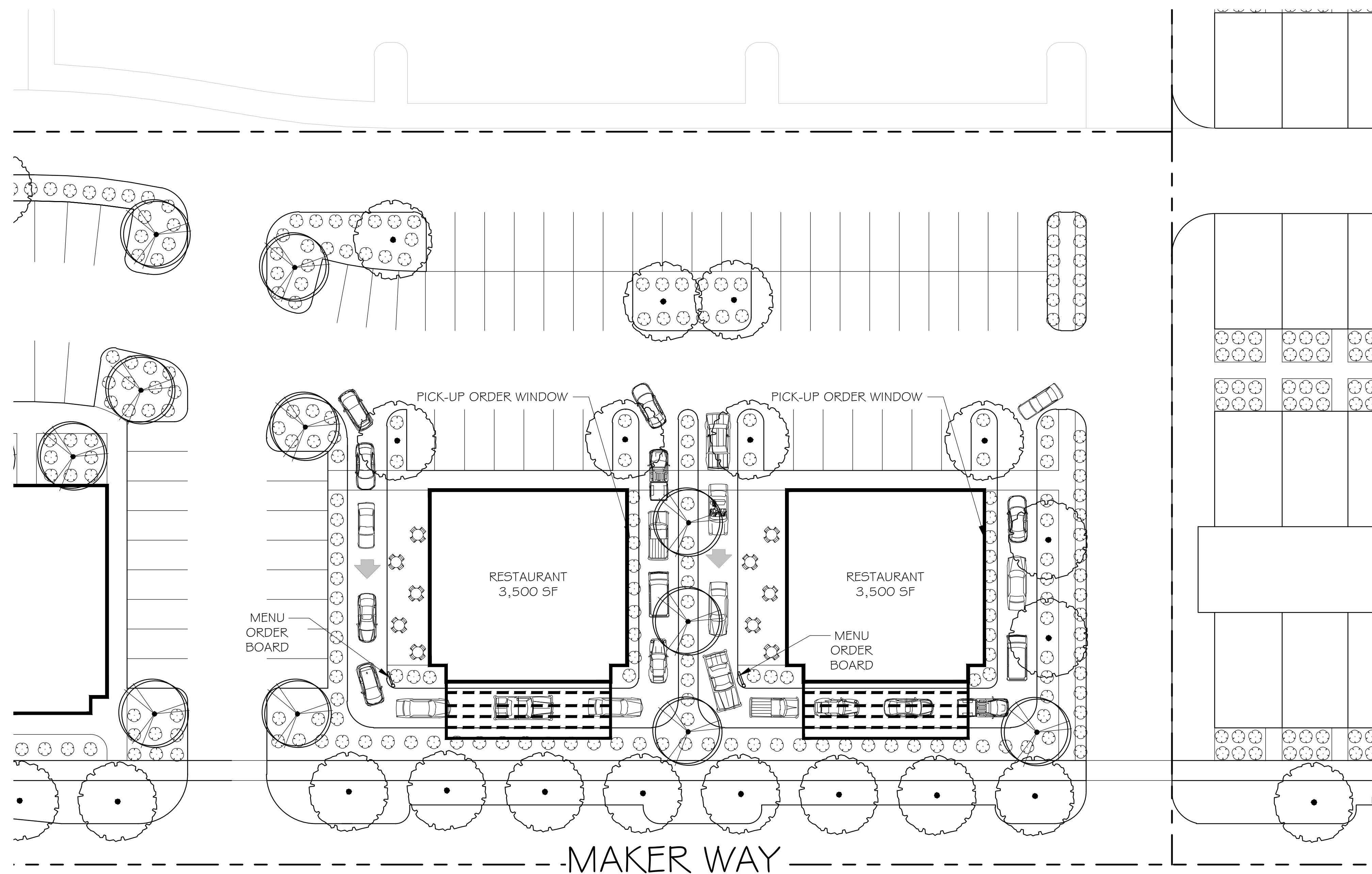
- ① PERIMETER LANDSCAPE
- ② EXISTING CREEK & TREE CANOPY
- ③ PROPOSED TRAIL WITH BENCHES
- ④ PICNIC AREA
- ⑤ GATHERING SPACE - PERMANENT BBQ, SEATING & OPEN LAWN AREA
- ⑥ TRAIL CONNECTION
- ⑦ RESTAURANT DRIVE-THRU & CANOPY
- ⑧ FUTURE BRIDGE & ROAD EXTENSION
- ⑨ TOWNHOME UNITS

 Public Area



# THE CHARLOTTE - plan view site plan

FARMINGTON, UTAH  
 11/30/2023  
 23-0250



# THE CHARLOTTE DRIVE THRU CIRCULATION EXHIBIT

FARMINGTON, UTAH  
 2/15/2024  
 23-0250

Note: This plan is for illustrative purposes. Boundaries may be based on information obtained through public data and we can't confirm it's accuracy. It is recommended that a boundary survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.



After recording, please send to:

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

## **SUB-DEVELOPMENT AGREEMENT**

This Sub-Development Agreement (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between [CW The Charlotte, LLC, a Utah limited liability company] and Jones F. Property, LLC, (collectively, “Developer”), and Farmington City, a municipality and political subdivision of the State of Utah (the “City”). City and Developer are jointly referred to as the “Parties” and each individually as a “Party.”

### **RECITALS:**

A. The City; CW Management Corporation; Michael R. & Christine N. Benson; Jones F Property, LLC, a Utah limited liability company; and Michael H. & Robyn F. Romney entered into that certain Development Agreement for Farmington Station Center, dated June 9, 2020 (“Master Development Agreement”).

B. Developer is developing approximately 10.7 acres of real property more particularly described on Exhibit A attached hereto (the “Property”), which Property constitutes a portion of the property subject to the Master Development Agreement.

C. The Property is owned by West Bench LLC, a Utah limited liability company; Yellowstone Legacy, LLC, a Utah limited liability company; CW The Charlotte, LLC, a Utah limited liability company, Jones F Property LLC, a Utah limited liability company, and Sosken, LLC, (collectively, “Owner”). By executing the consent and acknowledgment below, Owner agrees that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement.

D. Pursuant to Section 4 of the Master Development Agreement, Developer may seek approval for its development of the Property pursuant to Section 11-18-140 of the Farmington City Code, which requires approval of this Agreement together with the Development Plan (defined below) for the Property.

E. By this Agreement, the City and Developer confirm the Property’s vested entitlements for development of the Project (defined below). The City has determined that entering into this Agreement furthers the purposes Title 10, Chapter 9a of the Utah Code, the Utah Municipal Land Use, Development, and Management Act; the City’s General Plan; and the City’s land use ordinances. As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement and the Development Plan. This Agreement is a “development

agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

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

1. **Recitals; Definitions.**

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

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

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

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

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

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

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

1.2.6. “Cook Lane Roadway” means that portion of the public roadway identified as “Cook Lane” on the Development Plan that is located on the Property.

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

1.2.8. “Dwelling Units” means a permanent structure designed and capable of daily residential occupancy. A Dwelling Unit contains at least one kitchen, one bathroom, and one or more bedrooms.

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

1.2.10. “Final Plat” means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-9a-603, or any successor

provision, and approved by the City, effectuating a subdivision of any portion of the Project.

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

1.2.12. “HOA” means a homeowner’s association that Developer may elect to establish for the Property.

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

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

1.2.15. “Maximum Residential Density” means ninety-two (92) Dwelling Units that Developer may construct as part of the Project.

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

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

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

1.2.19. “Project” means the development to be constructed by Developer on the Property and includes, but is not limited to, Dwelling Units, Private Roads, and Open Space.

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

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

2. **Effective Date.** This Agreement is effective as of [Date] (the “Effective Date”).

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

3.1. **Vested Rights.** As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including

the Development Plan, and Applicable Law. Specifically, Developer is vested with the right to:

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

3.1.2. Develop Dwelling Units up to the Maximum Residential Density.

3.1.3. Develop the commercial land in accordance to the permitted uses in the Farmington City OMU zone including but not limited to: business and professional offices, entertainment, financial institutions, fitness and recreational facilities, neighborhood service establishments, traditional sit-down restaurants, fast-food restaurants (including drive-up windows), and retail/wholesale uses up to 20,000 square feet.

3.1.4. The Future Phase as depicted in Exhibit B shall be maintained as a commercial use and shall be developed in accordance to the permitted uses in the Farmington City OMU zone including but not limited to: business and professional offices, entertainment, financial institutions, fitness and recreational facilities, neighborhood service establishments, traditional sit-down restaurants, fast-food restaurants (including drive-up windows), and retail/wholesale uses up to 20,000 square feet.

3.1.5. Connect to existing public roads and infrastructure as depicted on the Development Plan and approved by the City. The Parties specifically intend that this Agreement grants to Developer, and its permitted assigns, “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-9a-509. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law, and at equity.

3.2. **Individually Platted Lots.** Each residential unit shall be individually platted with the ability to be sold or leased. The commercial portion of the Development Plan may be platted into individual lots with the ability to be sold or leased.

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

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

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

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

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

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

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

4. **Zoning; Connectivity.** Developer shall develop the Property in a manner that is consistent with the uses allowed by this Agreement and conceptually depicted in the Development Plan, provided that such development does not exceed the Maximum Residential Density.

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

4.2. **Layout; Circulation and Connectivity.** Developer is entitled to develop the Project in accordance with the dimensional requirements and development standards allowed by this Agreement and the Development Plan. The City hereby consents to the layout and widths of the Private Roads as generally depicted on the Development Plan. The Private Roads

are for the sole use of the owners, guests, invitees, or permittees of the Dwelling Units within the Project. The Property may be developed for all of the uses identified in this Agreement, as well as all uses approved by the City in accordance with Applicable Law. Developer may seek to amend the Development Plan pursuant to Section 11-18-140.H of the City Code.

4.3. **Future Commercial Phase Access.** The Future Commercial Phase as depicted in Exhibit B shall include a “left-in, left-out” and “right in, right-out” access road on Burke Lane and Maker Way. This road shall align with the existing curb cut and access road east of Burke Lane.

4.4. **Future Commercial Phase Cross-Access.** The future commercial phase and the commercial phase shown on the Development Plan shall execute a cross access agreement no later than upon final plat approval of whichever phase is completed last. Upon execution, this cross-access agreement shall run with the land unless mutually terminated by all parties involved.

5. **Developer Obligations.**

5.1. **Road Improvements.**

5.1.1. **Private Roadways.** Developer shall be responsible for constructing all Private Roads within the Project in accordance with the Development Plan. The Private Roads will be privately owned and maintained by Developer or HOA.

5.1.2. **Cook Lane Roadway.** Developer shall construct the Cook Lane Roadway, as a System Improvement, according to the Development Plan. Upon completion of the Cook Lane Roadway, Developer shall dedicate the same to the City. The Developer shall include the construction of the culvert and crossing of Shepard Creek in their scope of work. The City shall cover the costs of the culvert and river crossing in its totality.

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

5.3. **Landscaping**

5.3.1. **Site Landscaping.** The site shall be landscaped in accordance with the City’s waterwise landscape standards.

5.3.2. **Shepherd Creek Trail.** Developer shall be responsible for designing, constructing, and installing a public walking trail along Shepherd Creek. The City will approve the developer’s landscape and trail designs through applicable city submittals

and the standard city approval process. Upon completion of the Project, Developer will dedicate said trail to City.

5.3.3. **Commercial Building Landscaping.** The landscape elements between the commercial buildings and Burke Lane and Maker Way shall not prohibit visibility of the commercial buildings.

5.4. **Master HOA Agreement.** The residential portion of the Development Plan shall be subject to a Master HOA agreement that governs maintenance and cleanliness of residential area.

5.5. **Commercial Maintenance Agreement.** The commercial area of the Development Plan shall be subject to an agreement between applicable owners that governs maintenance and cleanliness of the commercial area of the Project.

5.6. **Commercial Building Elements.** Developer will work with City staff to implement certain building elements related to approved drive-up windows, and outdoor seating.

5.7. **Moderate Income Housing.** Developer shall comply with City's moderate income housing requirement by fulfilling the minimum requirement as described in city code 11-18-045 through, at Developer's discretion, a form of fee in lieu, other public benefit, dedicated open space, or a combination of the three.

## 6. **City's Obligations.**

6.1. **Conditions of Approval.** The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; (b) promptly meet and consider such actions as required by Title 10, Chapter 9a of the Utah Code, the Utah Municipal Land Use, Development, and Management Act, and applicable City ordinances to provide all appropriate consents, approvals, and opinions as requested by Developer from time to time. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

6.2. **Cook Lane Roadway.** The City shall accept Developer's dedication of the Cook Lane Roadway. The City shall cover the costs of the culvert and river crossing in its totality.

6.3. **System Improvements.** The City shall not require Developer to construct or upsize any System Improvement, including, without limitation, the Cook Lane Roadway,

unless the City and Developer execute a reimbursement agreement on terms acceptable to Developer.

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

8. **Intentionally Omitted.**

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

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

10.1. **Notice.** Developer shall give notice in accordance with Section 13 of this Agreement to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 10. Such notice shall include providing the City with all necessary contact information for the proposed assignee.

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

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

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

11. **Integration.** This Development Agreement, along with the Master Development Agreement, contains the entire Agreement with respect to the subject matter hereof and integrates all



prior conversations, discussions, or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto.

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

13. **Notices.**

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

To Developer:

CW The Charlotte, LLC  
Attention: Colin Wright  
610 North 800 West  
Centerville, Utah 84014  
Email: colin@cw.land

With a copy to:

CW Development Group, LLC  
Attn: Quin Stephens  
610 North 800 West  
Centerville, Utah 84014  
Email: quin@cw.land

and

Jones F. Property, LLC  
Attn: Tod B. Jones  
1119 Roueche Lane  
Kaysville, UT 84037

and

Nelson Christensen Hollingworth & Williams, PC  
Attn: Michael F. Christensen  
68 South Main Street, 6<sup>th</sup> Floor  
Salt Lake City, Utah 84101

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

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

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

14. **Amendment.**

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

15. **General Terms and Conditions.**

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

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

15.3. **Run with the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement

shall apply to residents or property owners who purchase or occupy developed Lots or Dwelling Units within the Project, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents.

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

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

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

15.7. **Ethical Standards.** Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301, *et seq.* and/or 67-16-3, *et seq.*; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in the Utah Code or City Code.

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

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

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

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

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

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

the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

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

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

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 written above.

DEVELOPER:

[CW The Charlotte, LLC, a Utah limited liability company]

By: \_\_\_\_\_  
Name: Colin Wright  
Its: Manager

STATE OF UTAH                                    )  
  : ss.  
COUNTY OF DAVIS                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Colin Wright, the Manager of [CW The Charlotte, LLC], a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Sub-Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

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

JONES F. PROPERTY, LLC

By: \_\_\_\_\_  
Name: Tod B. Jones  
Its: Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF DAVIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Tod B. Jones, the Manager of Jones F. Property, LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Sub-Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

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

**FARMINGTON CITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

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

STATE OF UTAH                    )  
  : ss.  
COUNTY OF DAVIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, the authorized signer of Farmington City, whose identity is personally known to me, to be the person who executed the Sub-Development Agreement on behalf of Farmington City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

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

Approved as to Form:

\_\_\_\_\_  
Paul Roberts  
City Attorney



**OWNER'S CONSENT:**

The Owner of the Property consents to Developer executing the foregoing Agreement, and subjecting the Property to the Project, approval, obligations and benefits described herein.

**West Bench LLC**, a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Yellowstone Legacy, LLC**, a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CW The Charlotte, LLC**, a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Jones F Property LLC**, a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

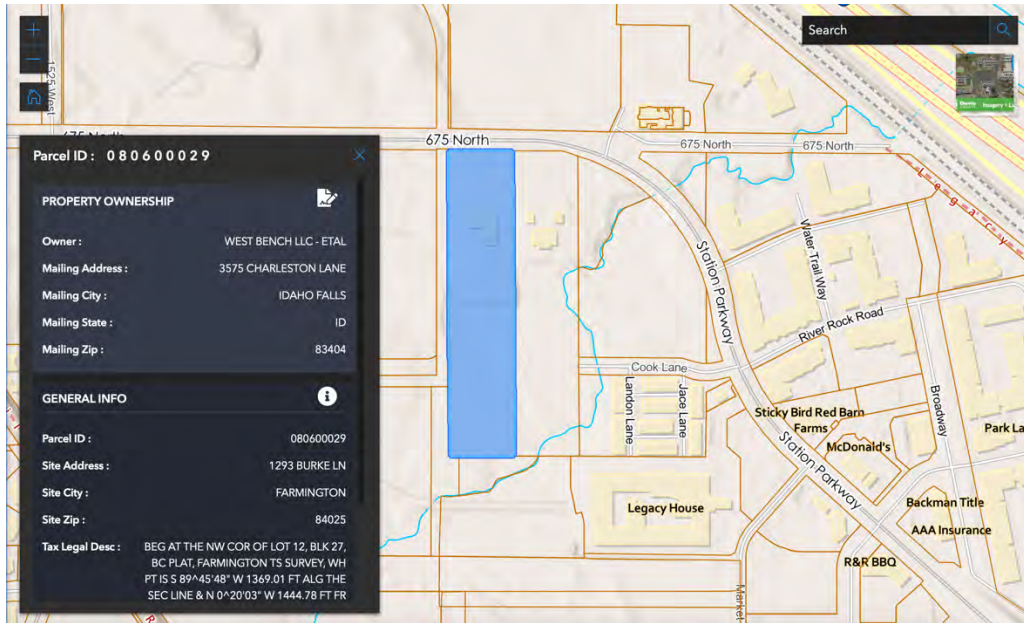
**Sosken, LLC**, a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

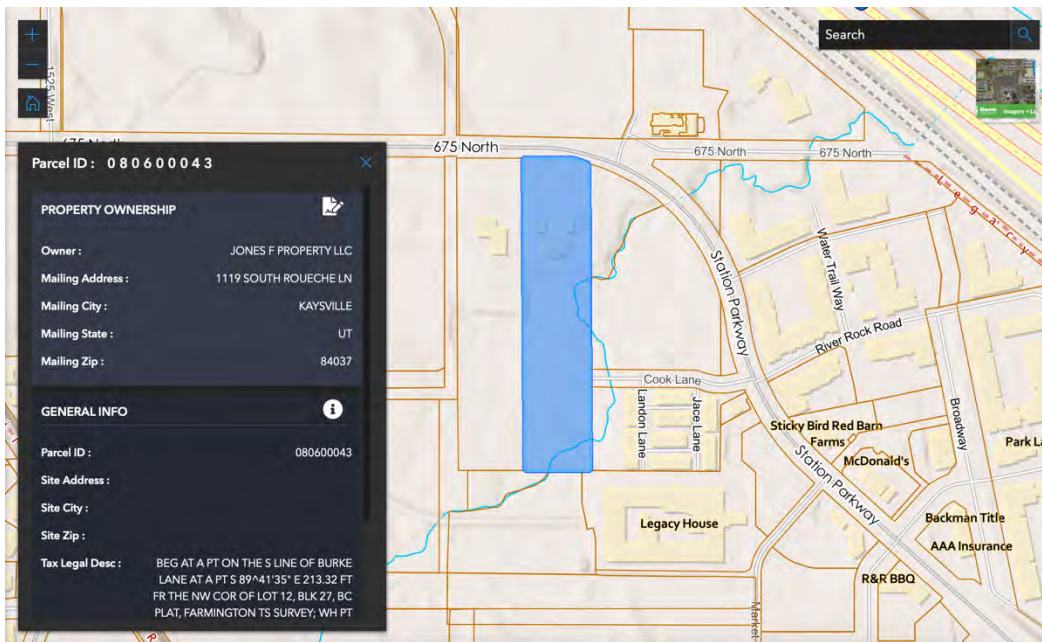
# EXHIBIT A

## Description of the Property

### PARCEL 1



### PARCEL 2



**EXHIBIT A (CONTINUED)**

**PARCEL 3**

Parcel ID : 080600069

**PROPERTY OWNERSHIP**

Owner : FARMINGTON CITY  
Mailing Address : PO BOX 160  
Mailing Address 2 : 160 SOUTH MAIN  
Mailing City : FARMINGTON  
Mailing State : UT  
Mailing Zip : 84025-0160

**GENERAL INFO**

Parcel ID : 080600069  
Site Address :  
Site City :  
Site Zip :  
Tax Legal Desc : PART OF THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M, MORE PARTLY DESC AS

Map labels: 675 North, Station Parkway, Water Trail Way, River Rock Road, Legacy House, Sticky Bird Red Barn Farms, McDonald's, Backman Title, AAA Insurance, R&R BBQ, Park Lar, Legacy, Broadway, Cook Lane, Landon Lane, Jacoe Lane, Markers.

**PARCEL 4**

Parcel ID : 080600061

**PROPERTY OWNERSHIP**

Owner : COOK, SHERRY - TRUSTEES - ETAL  
Mailing Address : 376 SOUTH 675 WEST  
Mailing City : CENTERVILLE  
Mailing State : UT  
Mailing Zip : 84014

**GENERAL INFO**

Parcel ID : 080600061  
Site Address :  
Site City :  
Site Zip :  
Tax Legal Desc : PART OF THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE WLY RAW LINE OF STATION PARKWAY, SD PT BEING N

Map labels: 675 North, Station Parkway, Water Trail Way, River Rock Road, Legacy House, Sticky Bird Red Barn Farms, McDonald's, Backman Title, AAA Insurance, R&R BBQ, Park Lar, Legacy, Broadway, Cook Lane, Landon Lane, Jacoe Lane, Markers.

**EXHIBIT B**

Development Plan





# Farmington City Planning Commission Staff Report February 22, 2024

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## **Item 3: Consideration of Supplemental Development Agreement to consider a sign package proposal for the Western Sports Park project at 151 South 1100 West. Continued from the 12/7/23 meeting.**

Public Hearing: No  
Application No.: Z-3-23  
Property Address: 151 S. 1100 W.  
General Plan Designation: PPR - PUBLIC/PRIVATE RECREATION OPEN SPACE AND OR PARKS VERY LOW DENSITY  
Zoning Designation: Agriculture (A)  
Area: Approx. 56 Acres  
Property Owner/Applicant: Davis County

*Request: Davis County is requesting approval of a Supplemental Development Agreement to permit their desired signage at the Western Sports Park property.*

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### **Background Information:**

The public hearing for this item was completed on December 7, 2023. The public comment received in that meeting wanted to ensure that the addressing for the facility was off of Clark Lane and that there was signage near the roundabout to help direct traffic to the main entrance of the WSP facility. The Planning Commission motioned to table this item to a future date in order to allow discussions to take place with the City Attorney related to content implications and regulations. The time would give the applicant time to come up with details on a wayfinding sign and what that would look like as well as a smaller concept for signs, particularly on the north side of the building. The applicant was to also come back with an update on any concepts for signage on the east side of the building. The motion to table the item received a unanimous vote.

Since this meeting the addressing has been confirmed to be based on a Clark Lane address and the county has updated their sign package to refine details on how the signage will look. A new sign has been included near the roundabout to direct traffic east on Clark Lane to the main entrance. The County has updated how the signage will look on the building as well to indicate that the north façade will have signage which may change based on events that will be limited to the window area.

### **Original Report from the 12/7/23 meeting:**

Following the recommendation of the Planning Commission, the City Council approved a Development Agreement (DA) and General Development Plan (GDP) in April of 2023 which granted the Agricultural Planned District (AP) overlay zone at the subject property. The DA allowed for the redevelopment of the property in a move away from the traditional equestrian and fairground type use to what Davis County has branded as the Western Sports Park. The site plan for this project has also previously received approval and the project has been under construction for some time.

As is often the case, the sign program or details are looked at separate from the site plan and building plans. The County is looking to finalize the details for the signage on site with the Supplemental Development Agreement as proposed.

Typically, signage in the A zone where the project is located are subject to the following regulations:

**15-5-010: AGRICULTURAL AND RESIDENTIAL ZONES:**

*Signs in agricultural districts A, AE and AA, and residential districts R, LR, S, LS, OTR, R-2, R-4 and R-8, are subject to all standards set forth in this title and to the following additional standards:*

*A. Permitted Signs: Only the following signs are permitted in agricultural and residential districts:*

- 1. Monument signs;*
- 2. Nameplate signs;*
- 3. Open house signs;*
- 4. Political signs;*
- 5. Project identification signs;*
- 6. Property signs;*
- 7. Temporary signs advertising garage or yard sales, craft boutiques or sale of fruits and vegetables during the normal harvest season.*

*B. Project Identification Signs: Apartment developments, condominium projects and residential subdivisions may have one project identification sign indicating only the name of the development. Such signs shall be either wall or monument signs and shall be not more than thirty two (32) square feet in size.*

*C. Nameplate Signs: One nameplate sign may be used for each dwelling unit. No permanent signs other than nameplates are permitted on individual lots.*

*D. Monument, Wall Signs For Public Uses: One monument or wall sign, not to exceed thirty two (32) square feet, may be permitted in conjunction with a public use, quasi-public use or public utility installation.*

*E. Monument, Wall Signs In R-4, R-8: One monument or wall sign, not to exceed sixteen (16) square feet, may be permitted in an R-4 or R-8 zone for a daycare center or professional office.*

*F. Monument Signs In OTR Zone: One monument sign, not to exceed sixteen (16) square feet, may be permitted for a nonconforming professional office in the OTR zone.*

*G. Temporary Signs For Fruit, Vegetable Sales: Temporary signs advertising sale of fruits and vegetables during the normal harvest season shall not exceed a total of thirty two (32) square feet for all signs on the premises.*

*H. Temporary Home Occupations: Temporary home occupations, such as a garage or yard sale, or craft boutiques, may have a maximum of one temporary on premises sign and two (2) temporary off premises signs for each event. Each sign shall not exceed six (6) square feet in one area. The number of events on an individual residential lot shall not exceed four (4) in any calendar year.*

*I. Distance to Property Line: No on premises sign shall be located closer than one foot (1') to any property line so long as the site distance for vehicles entering traffic is not compromised.*

Rather than follow these limited provisions, under the AP District the County may seek permission from the city to deviate from the usual requirements under new rules which are established and outlined in a Development Agreement.

**Electronic Message Sign**

Many signs are included with the request, one item of note is the interest in an Electronic Sign which is not generally permitted in the A zone. For many years there was an electronic message sign on the northwest corner of the property as shown in FIGURE 1.



**FIGURE 1**

When the County pursued an approval to remodel and expand the old Legacy Events Center, they wanted to ensure that they would be allowed to continue having an electronic message sign to help advertise the facility and events. To solidify this right, the original DA includes provisions related to signage on the property. Section 5 of the DA specifically states:

**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:

**c) Electronic Message Sign.** All signage for the Project shall comply with Farmington City Sign Regulations except that the Property shall be permitted one (1) Electronic Message Sign which shall comply with the design standards of Farmington City Code 15-4-030 and 15-5-060 with a limit on operations to turn off after 10pm until 6am. Any deviations from the code or applicable development standards sought related to the sign shall undergo the process for a supplemental or amended development agreement.

Additional terms exist within the agreement related to the shared participation, use and maintenance of this Electronic Message Sign.

Apart from size requirements regulated by the structure type the sign is on, Farmington City does contain provisions in code which regulate details related to an Electronic Message Sign.

**15-4-030: ELECTRONIC MESSAGE SIGNS:**

The following standards shall govern the use of electronic message signs. The nighttime and daytime illumination of an electronic message sign shall conform with the criteria set forth in this section:

A. **Illumination Measurement Criteria:** The illuminance of an electronic message sign shall be measured with an illuminance meter set to measure foot-candles accurate to at least two (2) decimals. Illuminance shall be measured with the electronic message sign off, and again with the electronic message sign displaying a white image for a full color capable electronic message

sign, or a solid message for a single color electronic message sign. All measurements shall be taken perpendicular to the face of the electronic message sign at the distance determined by the total square footage of the electronic message sign as set forth in the "Sign Area Versus Measurement Distance" table in this section:

**SIGN AREA VERSUS MEASUREMENT DISTANCE**

<b>Area Of Sign (Square Feet)</b>	<b>Measurement Distance (Feet)</b>
10	32
50	71
100	100
200	141

Note: For signs with an area in square feet other than those specifically listed in the table, the measurement distance may be calculated with the following formula: The square root of the product of the sign area and 100.

B. *Measurement Difference:* The difference between the off and solid message measurements using the electronic message sign measurement criteria shall not exceed 0.3 foot-candle at night.

C. *Automatic Dimming Technology:* Electronic message signs shall come equipped with automatic dimming technology that must automatically adjust the sign's brightness in direct correlation with ambient light conditions not to exceed fifteen percent (15%) of full brightness at night and eighty five percent (85%) of full brightness at day.

D. *Minimum Hold Time:* The minimum hold time between messages, for an electronic message sign, shall be no less than three (3) seconds. Any such sign with a hold time less than three (3) seconds shall be considered an animated sign and shall be prohibited.

E. *Images: Fading, transitioning or dissolving of images shall occur on an electronic message sign of no less than one second, but not to exceed 1.5 seconds, to reduce the abrupt "flashing" effect as the message on the sign changes from one image to another.*

F. *Color LED:* All images on electronic message signs shall be full color RGB LED (light emitting diode). (Note: The RGB color model is an additive color model in which red, green and blue light are added together in various ways to reproduce a broad array of colors. The name of the model comes from the initials of the 3 additive primary colors: red, green and blue.)

G. *Traveling Messages:* Traveling messages are prohibited.

H. *Prohibited Hours:* Electronic message signs must be turned off between the hours of twelve o'clock (12:00) midnight and six o'clock (6:00) A.M.

The applicant has indicated that their sign will be functionally capable of meeting these provisions. They are not seeking approval to deviate from these items except that they have previously agreed to turn the sign of at 10 pm. Rather, they are looking to confirm the size and location of the sign. As proposed, this sign would stand 21 ft. tall, being 9 ft. wide. The electronic message component of the sign is the top 14 ft. covering 126 sq. ft. This function and look would face both the east and west.

**Wall Signs (Updated for 2/22/24 meeting):**

The northernmost and southernmost façade of the main buildings are proposed to include large wall signs with the WSP logo. It was clarified at the previous meeting that wall signs which face the interior of the project, in this case those on the east side of the buildings, are except from sign requirements.



Within the A zoning district, on a public building there is a standard wall sign maximum of 32 sq. ft. (essentially the size of a 4' x 8' piece of plywood). The proposed signage on for this project includes a wall sign on the south façade which covers approximately 1,530 sq. ft. and another on the façade facing Clark Lane which covers approximately 2,800 sq. ft. These large signs are not illuminated. Notably the overall square footage on the north façade has been reduced and it is clear what signage is subject to regular change for events.

Typical wall signage for a commercial operation are limited to 10% of the façade on which they are located. Walls signs on the north face have the potential of covering about 34% of the façade (assuming the windows are 100% covered). The proposed signage for the southern façade covers about 17% of the southernmost wall.

Other will signs are included which face internally and which will be much smaller in scale.

**Other signage:**

All other signs such as directional, traffic, and parking location signs are identified and located in the included site plan exhibit.

**Suggested Motion:**

The Planning Commission recommend approval of the Supplemental Development Agreement for the Davis County Legacy Events Center permitting the signage as indicated in the included plans with the following condition:

- The final location of the electronic message sign be placed in a manner acceptable to the DRC so as to provide sufficient spacing for access to maintain, replace, or repair the culinary water line on the south side of Clark Lane. Sign placement shall not interfere with traffic safety.

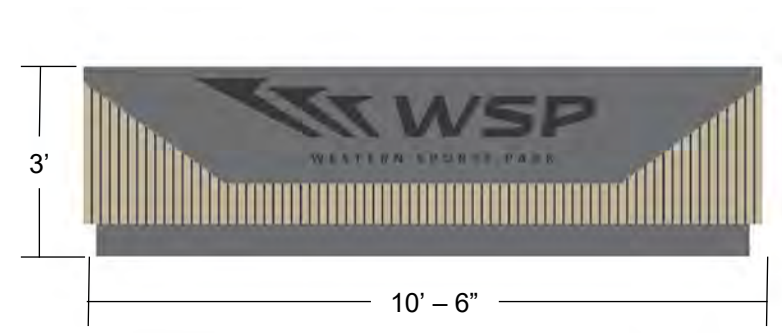
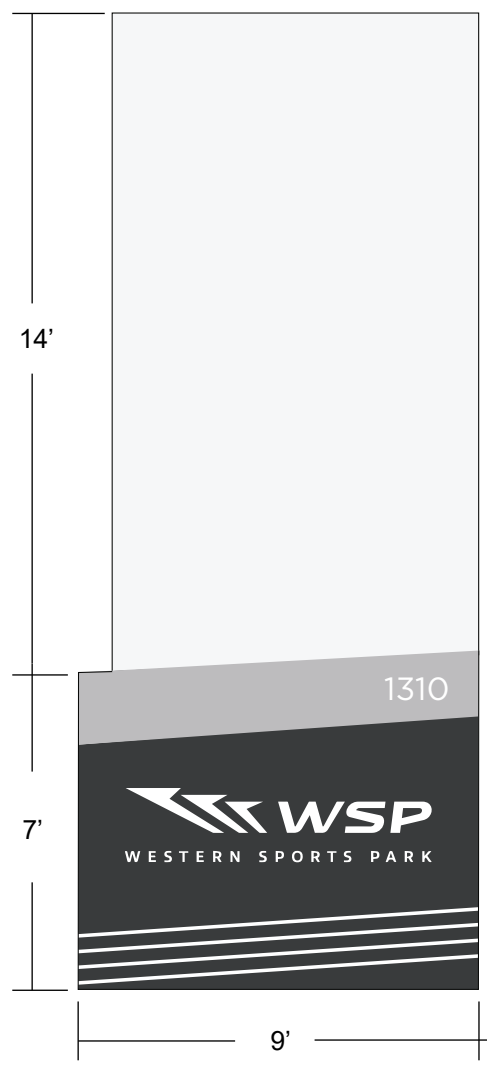
**Findings:**

1. The majority of the signs proposed for the project are important to guiding users and traffic to and throughout the property and facilitate better traffic flow and safety.
2. The existence of an electronic message sign has been previously established both by long standing use of one on the property and the previous agreement with the City.
3. The proposed electronic message sign will comply with FMC 15-4-030 as far as its ability to dim according to ambient light conditions and will shut off between 10pm and 6am.
4. The large wall signs will help support identification of a large regional draw and allow users to more quickly identify their destination. These signs also create interest and variety to what could otherwise be a somewhat plain large wall.

**Supplemental Information**

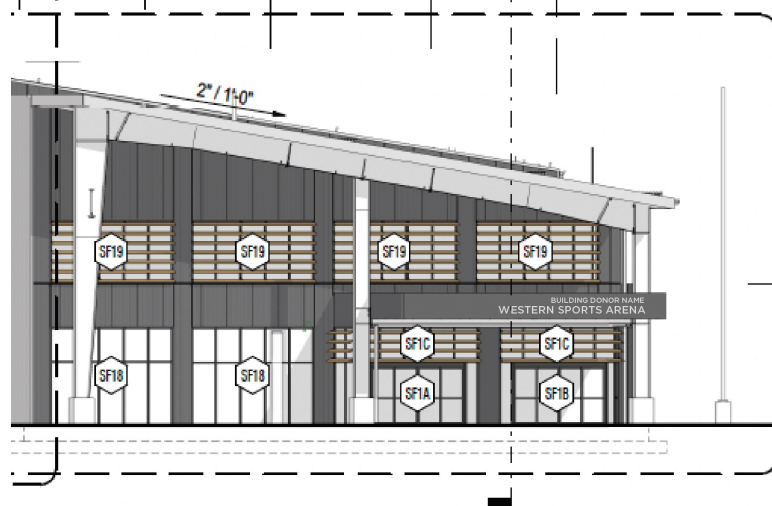
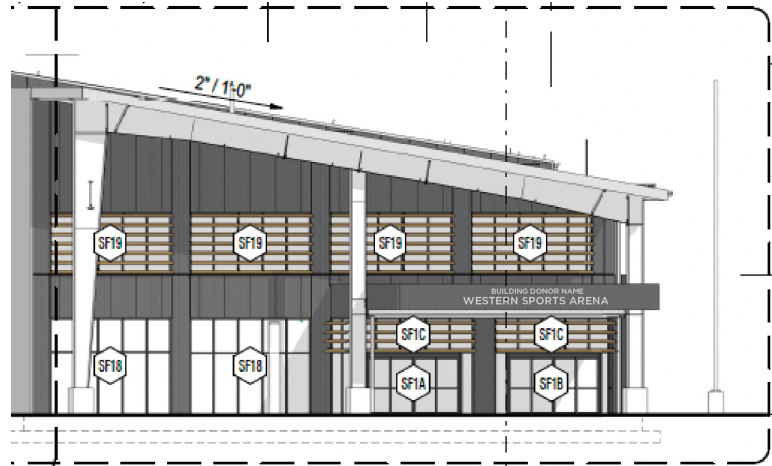
1. Sign proposal seen at 12/7/23 meeting.
2. Supplemental DA... including the following exhibits:
  - a. Site Plan with Sign Locations
  - b. Electronic Sign Details
  - c. Wall Sign Details

# MARQUEE + MONUMENT SIGN



original proposal

# EXTERIOR NORTH VIEW



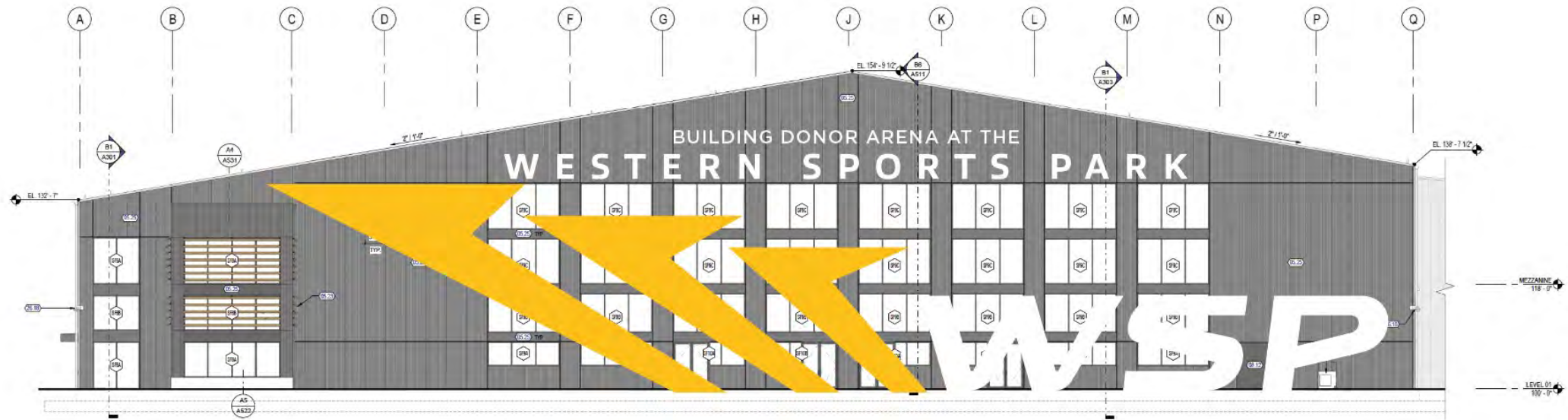
INTERMOUNTAIN HEALTH ARENA AT THE  
WESTERN SPORTS PARK

A1

A2

original proposal  
EXTERIOR NORTH VIEW

A3



B1 NEW EXTERIOR ELEVATION - NORTH ENLARGED  
1/8" = 1'-0"

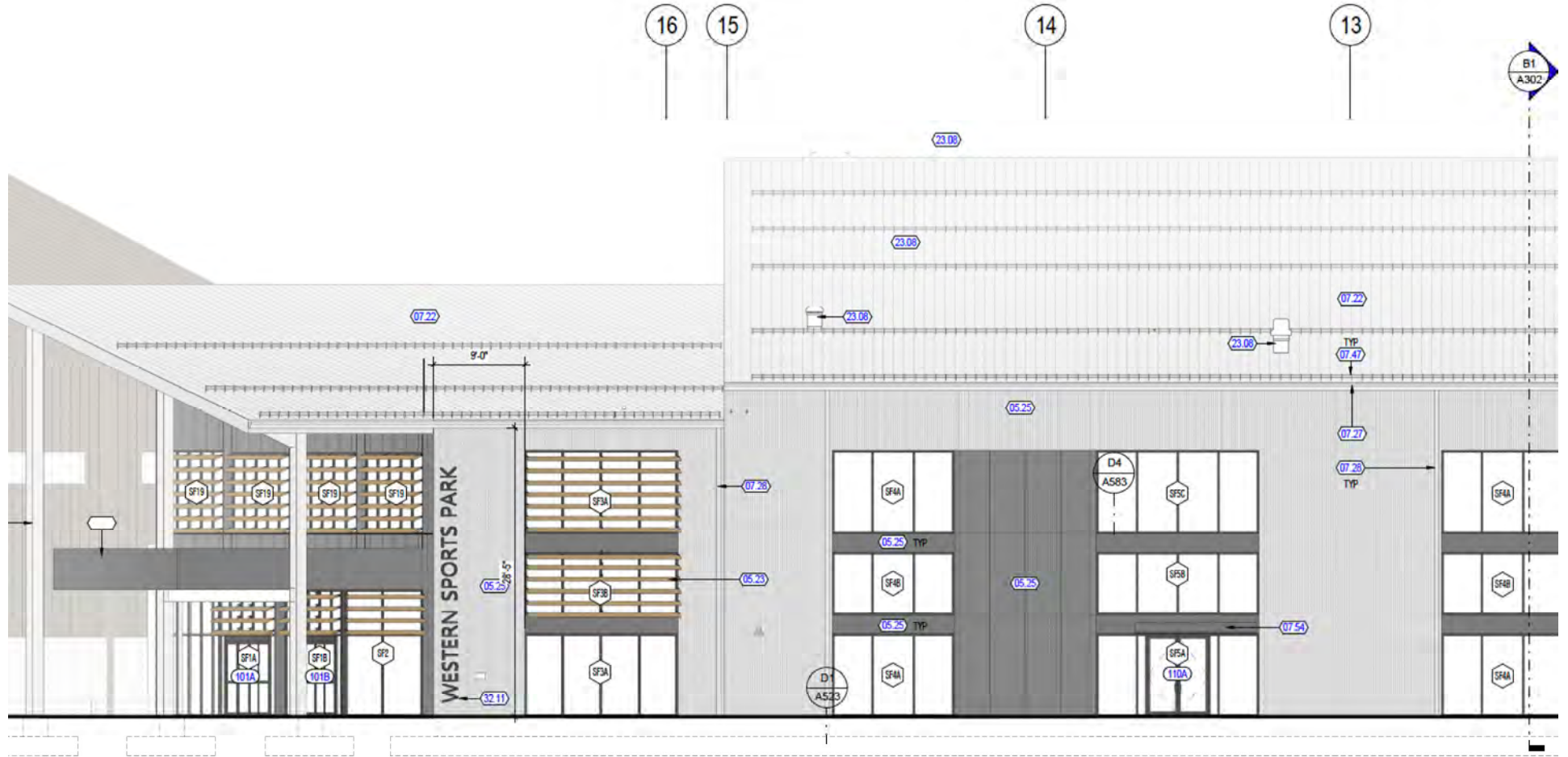
original proposal  
EXTERIOR EXISTING SOUTH VIEW

A5



C1 EXISTING EXTERIOR ELEVATION - SOUTH Copy 1  
1/16" = 1'-0"

original proposal



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

**SUPPLEMENTAL DEVELOPMENT AGREEMENT**  
**FOR THE DAVIS COUNTY LEGACY EVENTS CENTER**

**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 **DAVIS COUNTY**, a legal subdivision of the State of Utah, hereinafter referred to as the “Developer.”

**RECITALS:**

A. Developer owns approximately 55 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 establish allowances for signage at the Legacy Events Center or Western Sports Park (the “Project”). Developer has submitted an application to the City seeking approval under the established AP District accordance with the City’s Laws.

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

D. The Property is presently zoned under the City’s zoning ordinance as Agricultural (A) and Business Park (BP). Unless otherwise specified within the Development Agreement For the Davis County Legacy Events Center (the “Original Agreement”) approved by the Farmington City Council in April of 2023 or as otherwise noted in this Agreement, the Property is subject to all City ordinances and regulations including the provisions of the City’s General Plan, the City’s zoning ordinances, the City’s engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the “City’s Laws”).

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

## AGREEMENT

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

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

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

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

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

5. **Alternative Development Standards.** Pursuant to Utah Code Ann. § 10-9a-532(2)(a)(iii), this Development Agreement contains terms that conflict with, or is different from, a standard set forth in the existing land use regulations that govern the Property. This Agreement, which has undergone the same procedures for enacting a land use regulation, overrides those conflicting standards as it relates to this Project, as follows:

a) **Sign Height and Size.** Signs shall be allowed to be sized according to the details provided in Exhibit “B”.

b) **Sign Location.** Signs shall be allowed to be located as indicated in Exhibit “B” of this Agreement.



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

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

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

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

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

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

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

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

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

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

To Developer:        Davis County  
                              Attn: Community & Economic Development Director  
                              61 South Main Street  
                              Farmington, UT 84025

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

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

a) The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

b) The right to draw upon any security posted or provided in connection with the Project.

c) The right to terminate this Agreement.

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

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

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

20. **Termination.**

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

b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 6 and 7 of this Agreement, the terms of this

Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

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

**22. General Terms and Conditions.**

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

**b) Interlocal Agreement Approvals.** This Agreement constitutes an interlocal agreement under Chapter 11-13 of the Utah Code. It shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

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

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

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

**f) Ethical Standards.** The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any

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

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

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

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

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

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

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

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

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

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

**DEVELOPER**

**Davis County**

\_\_\_\_\_  
Lorene Kamalu, Chair  
Davis County Board of County Commissioners

\_\_\_\_\_  
Signature

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me, Lorene Kamalu, who being by me duly sworn, did say that (s)he is the Chair of the Davis County Board of County Commissioners a legal subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of said Davis County by an authorized signor, and duly acknowledgment to me that Davis County executed the same.

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

Attest

\_\_\_\_\_  
Brian McKenzie  
Davis County Clerk

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

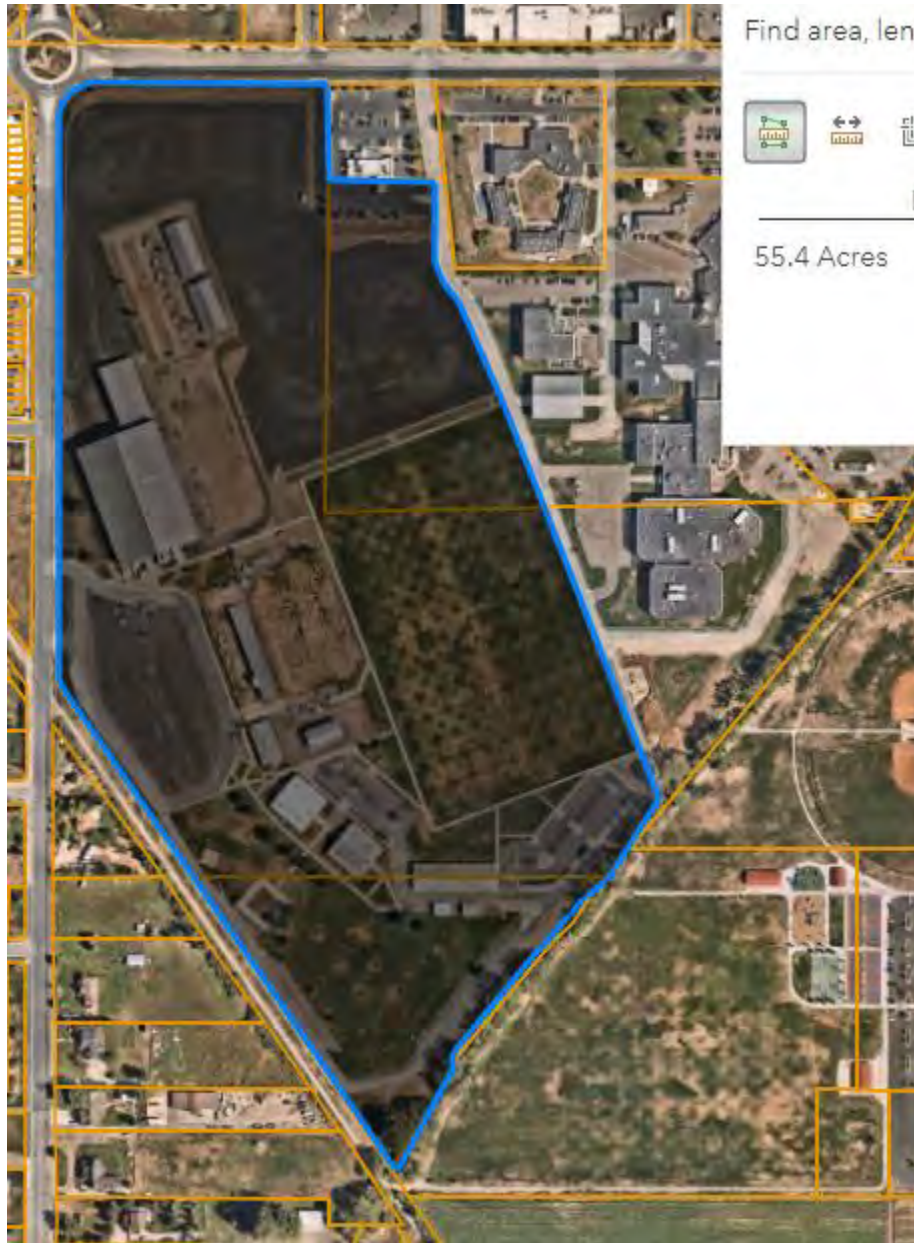
Approved as to Form:

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

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

A PORTION OF DAVIS COUNTY PARCEL ID #S 08-075-0076, 08-076-0127 AND ALL OF PARCEL ID #08-076-0047 AS SHOWN BELOW CONTAINING APPROXIMATELY 55 ACRES OF LAND.





**EXHIBIT “B”**

**General Development Plan – Signage**



360 west aspen avenue  
salt lake city, utah 84101  
801 532 4422



5/17/2023

UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION.

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM METHOD STUDIO INC.

project:  
**LEGACY EVENTS CENTER EXPANSION / REMODEL**

1049 W Clark Ln.  
Farmington, UT 84025

project #: 21.0610  
date: JULY 10 2023

revisions:

18	Addendum 11	06/20/2023
20	Conformance FC Revisions	07/10/2023
51	AS1-006	06/25/2023

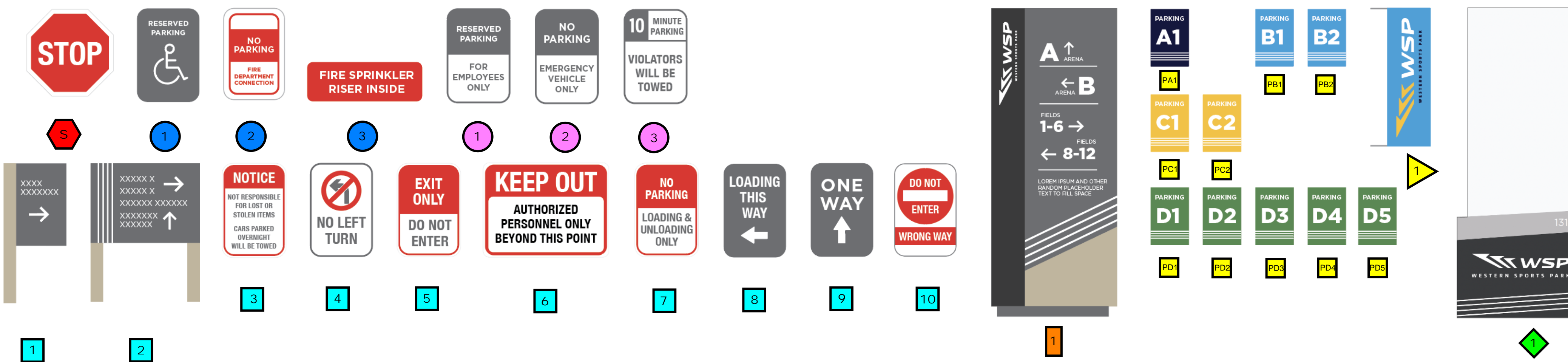
title:  
**GRAPHIC SIGNAGE SITE PLAN**

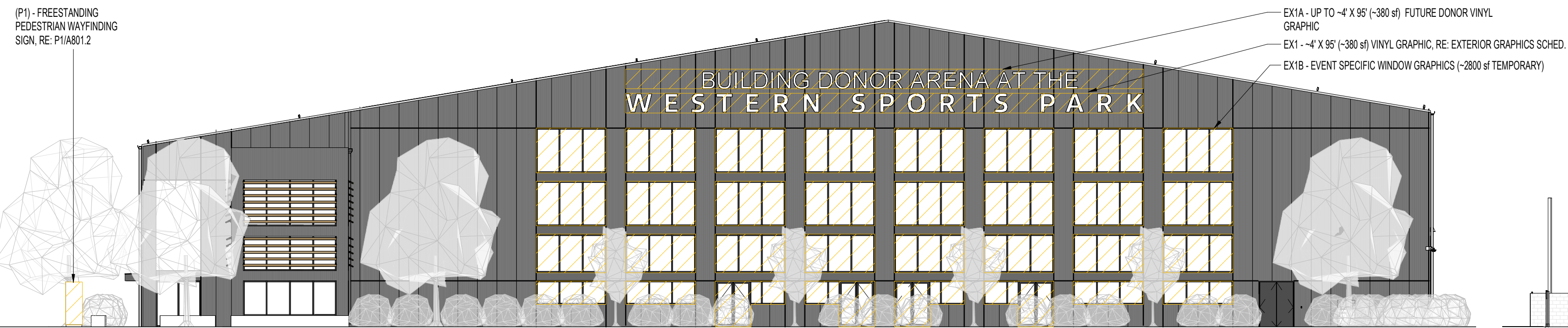
sheet:

**AS104**  
CONFORMED SET

**B1** GRAPHIC SIGNAGE SITE PLAN  
1" = 80'-0"

- STOP SIGN
- ADA PARKING SIGN
- TEMPORARY PARKING SIGN
- PEDESTRIAN WAYFINDING SIGN
- VEHICULAR WAYFINDING SIGN
- FLAG BANNER ON SITE LIGHTING
- PARKING SIGN  
P - parking, A - lot, T - number
- BUILDING SIGNAGE
- ELECTRONIC MARQUEE SIGN
- MONUMENT SIGN  
\*Pending design

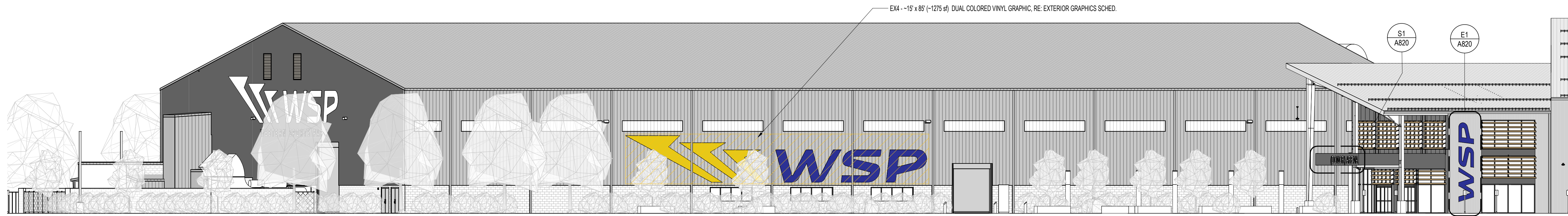




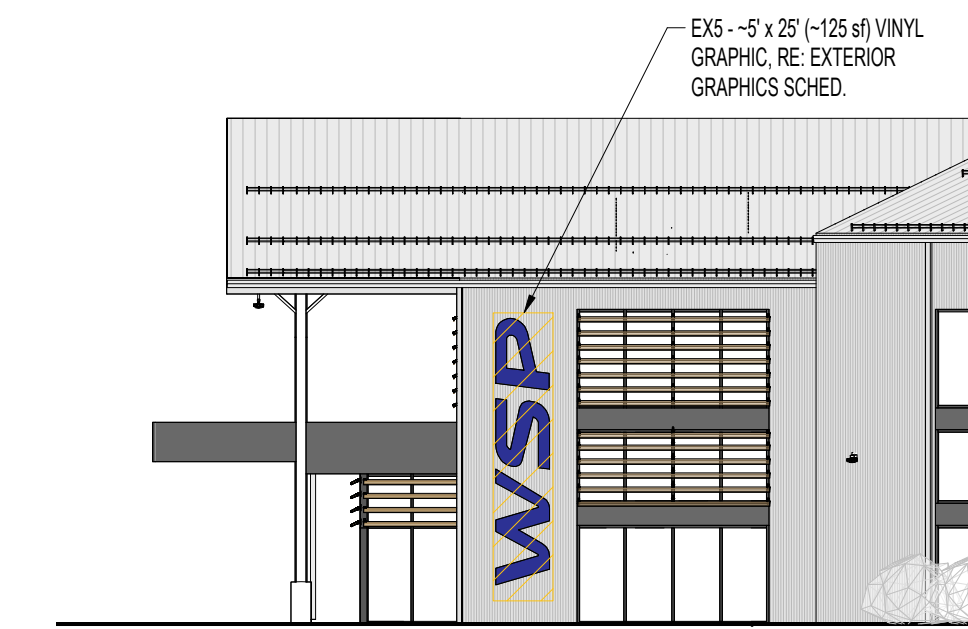
**N** EXTERIOR ELEVATION - GRAPHICS - NEW - NORTH  
1/16" = 1'-0"



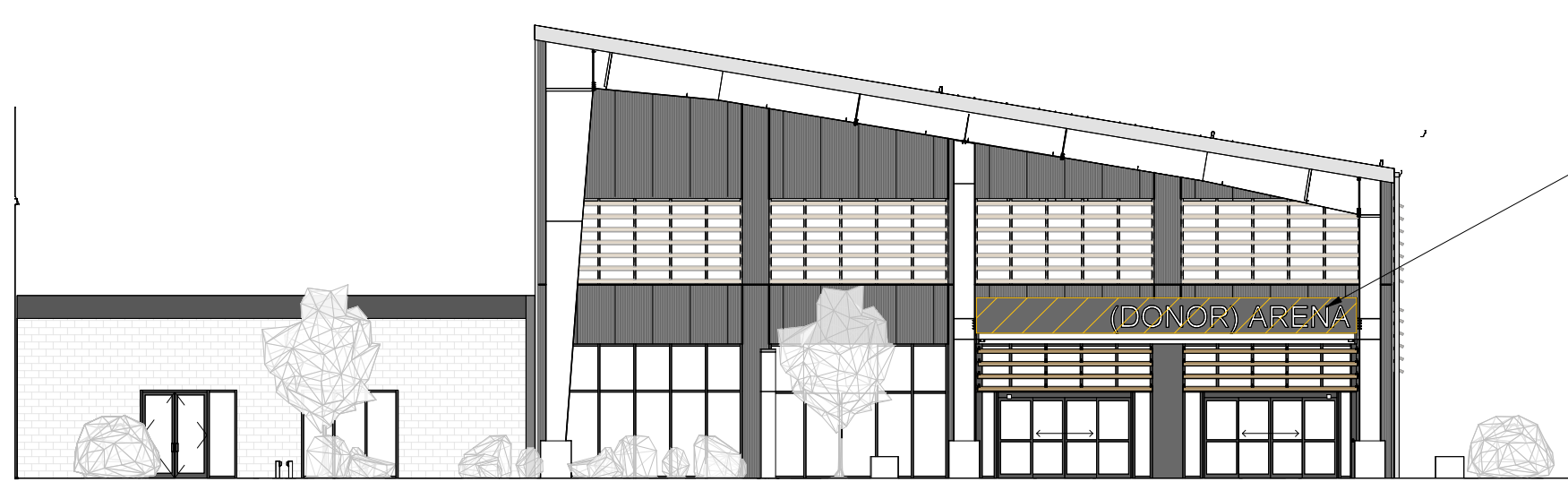
**S** EXTERIOR ELEVATION - GRAPHICS - EXISTING - SOUTH  
1/16" = 1'-0"



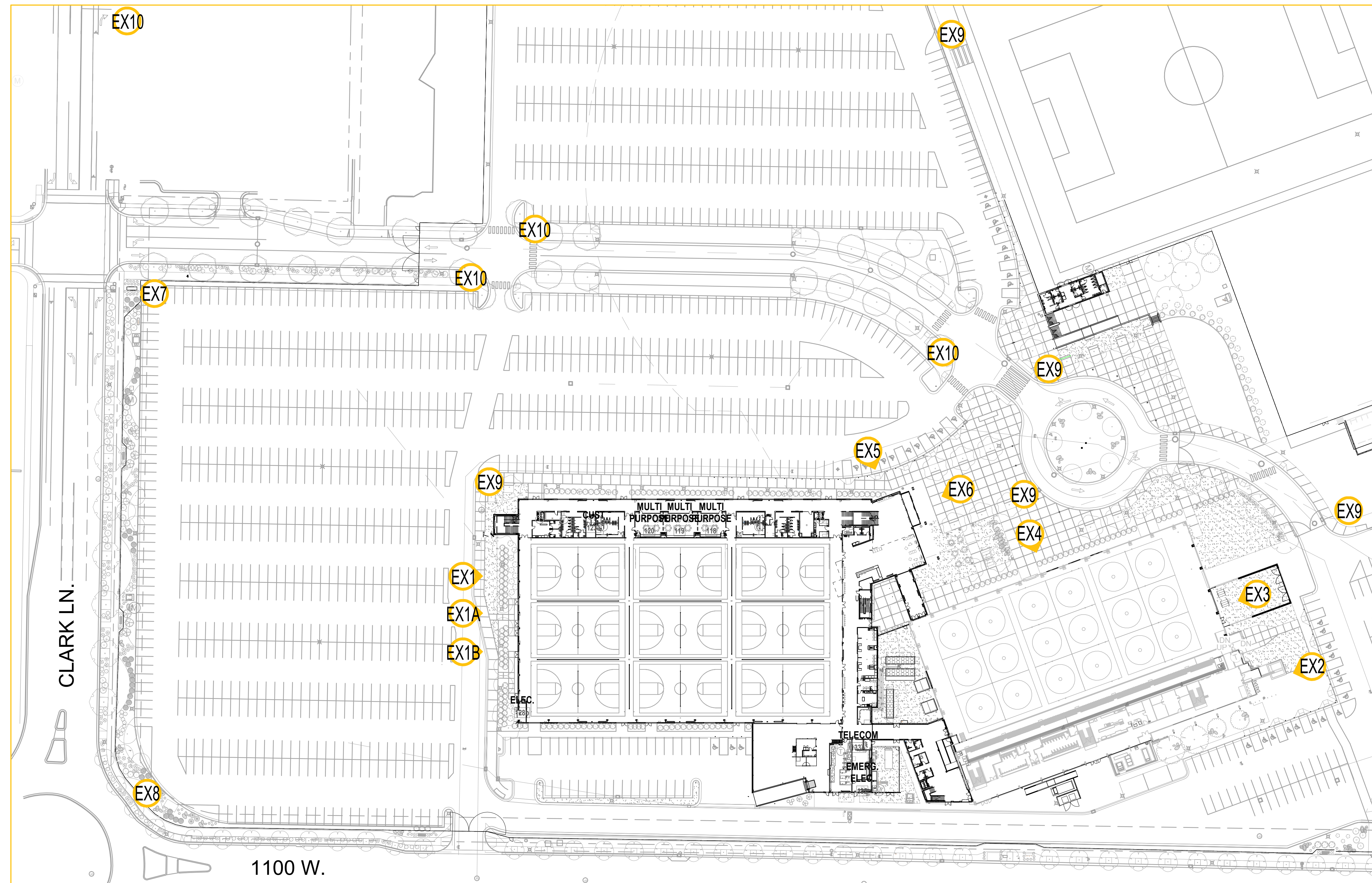
**E** EXTERIOR ELEVATION - GRAPHICS - EXISTING - EAST  
1/16" = 1'-0"



**E1** EXTERIOR ELEVATIONS - GRAPHICS - ENTRY EAST  
1/16" = 1'-0"



**S1** EXTERIOR ELEVATION - GRAPHICS - NEW - ENTRY SOUTH  
1/16" = 1'-0"

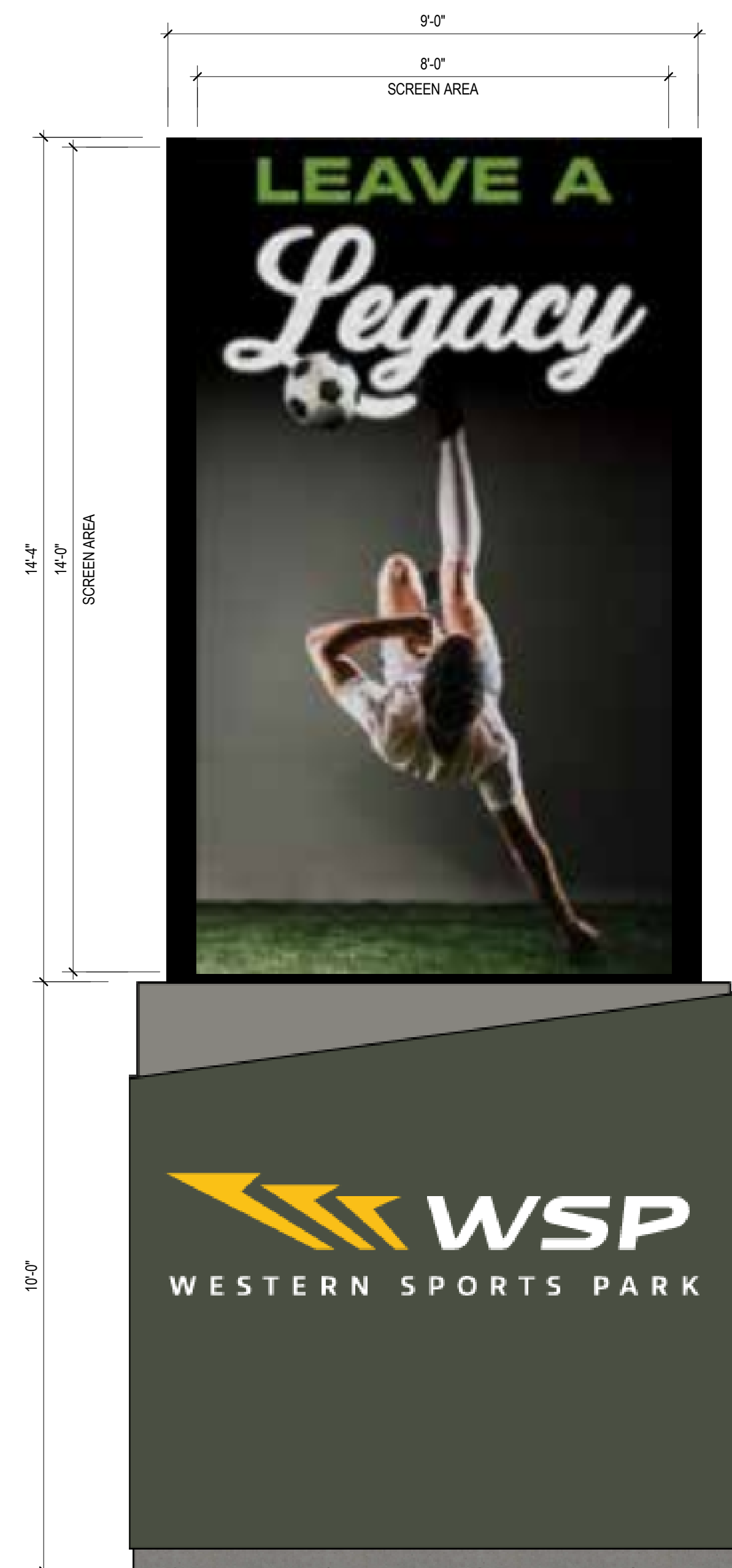


**1** KEYPLAN - EXT. GRAPHICS - BUILDING  
1" = 60'-0"

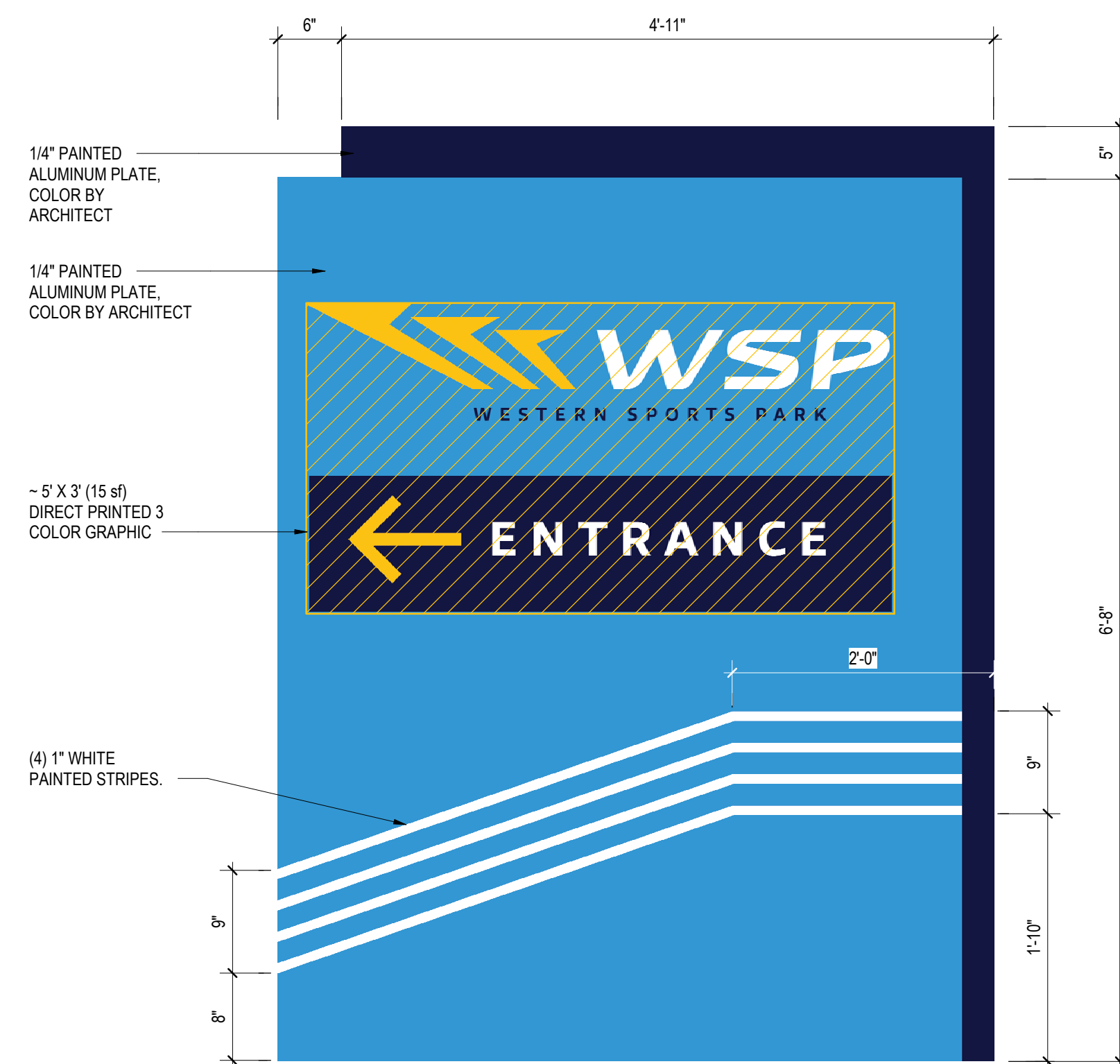
EXTERIOR GRAPHICS - BUILDING VINYL

A820

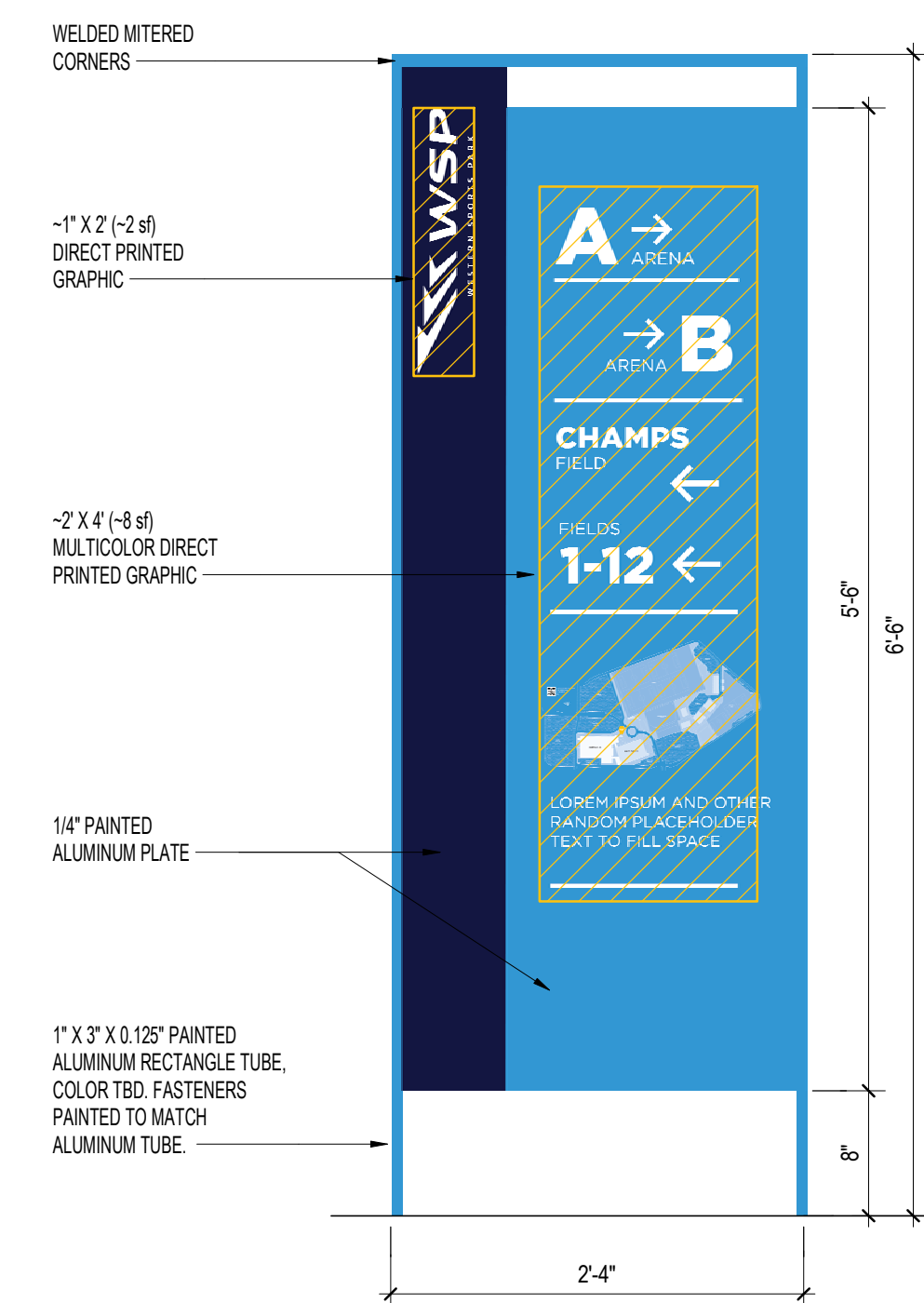




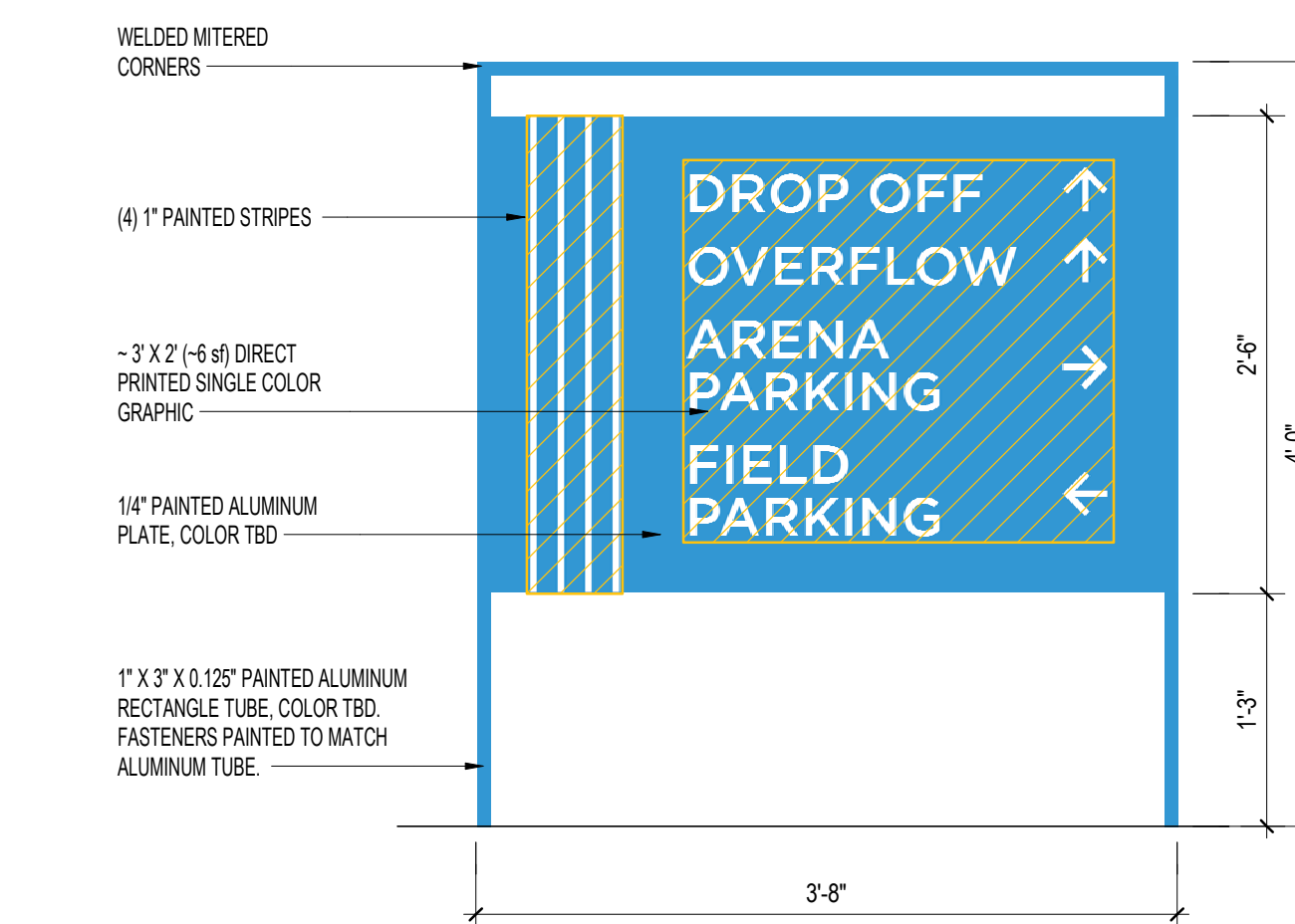
**EX7** EXT. GRAPHICS - MARQUEE SIGN (X1)  
1/2" = 1'-0"



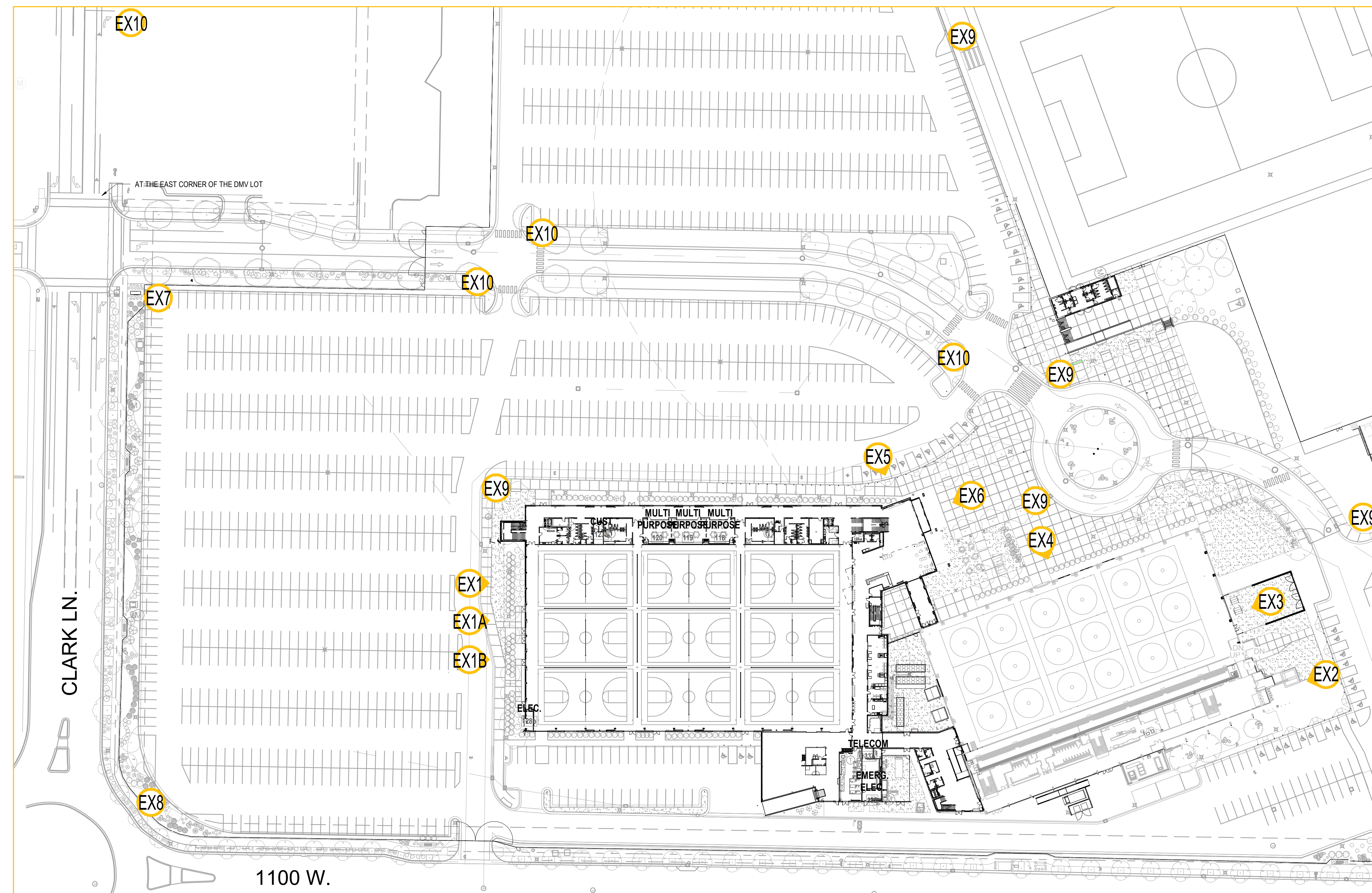
**EX8** EXT. GRAPHICS - ROUND ABOUT SIGN (X1)  
1" = 1'-0"



**EX9** EXT. GRAPHICS - P1 - PEDESTRIAN WAYFINDING SIGN (X5)  
1" = 1'-0"



**EX10** EXT. GRAPHICS - V1 - VEHICULAR WAYFINDING SIGN (X4)  
1" = 1'-0"



**1** KEYPLAN - EXT. GRAPHICS - WAYFINDING  
1" = 60'-0"

EXTERIOR GRAPHICS - WAYFINDING

A821





## EMC Monument

Presented By



### Salt Lake Region

Salt Lake Office  
1605 South Gramercy Road  
Salt Lake City, UT 84104  
801-487-8481

### Package Version

OPY-53696 R2  
Date: 08.25.2023

### Site Address

Western Sports Park  
151 S 1100 West  
Farmington, UT 84025

### TYPOGRAPHY NOTE

All vertical typography dimensions specified in this package are based upon the measurement from the baseline to the cap-line of an uppercase letter 'i'. The height of descenders and ascenders, below and above the baseline and cap-line respectively, are not included in the measurements unless specifically noted.



### COLOR MATCHING NOTE

Colors specified in this package are to match vendor supplied physical samples. Colors chosen based upon how they appear on a computer monitor or printed media are not guaranteed to match.

### PRODUCTION NOTE

The PDF format of this package may contain graphics which have been down-sampled for proofing purposes and should not be used for production purposes. Source files for this package are available upon request for production purposes.

**SCOPE OF WORK**

MANUFACTURE & INSTALL **ONE [1]**  
DOUBLE-FACE MONUMENT WITH ELECTRONIC  
MESSAGE CENTER.

**PERMITTING INFO**

**AREA:** 232.33 FT<sup>2</sup> (Rounded to the nearest 0.1 ft<sup>2</sup>)  
**METHOD:** MULTIPLE BOUNDING BOX  
**EMC Active Area:** 112.00 ft<sup>2</sup>



**ELECTRICAL**

POWER AT DISPLAY LOCATION TO BE  
PROVIDED BY CLIENT. YESCO TO CONNECT  
POWER TO SIGN.

**DESIGN**

1605 South Gramercy Rd.  
Salt Lake City, UT 84104  
801.487.8481

www.yesco.com  
© 2022 YESCO LLC. All right reserved

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO LLC. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO. The colors shown are only approximated on any computer monitor, inkjet or laser print. The final product may vary slightly in color from your computer monitor or print.

This sign is installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.



**Revisions**

No.	Date / Description
Org.	02.15.2023 JSW
R1	03.03.2023 Update JSW
R2	08.25.2023 Design Update (MS)
R3	---
R4	---
R5	---
R6	---
R7	---
R8	---
R9	---

JO #

**Approval**

-----  
A/E Sign / Date  
  
-----  
Client Sign / Date

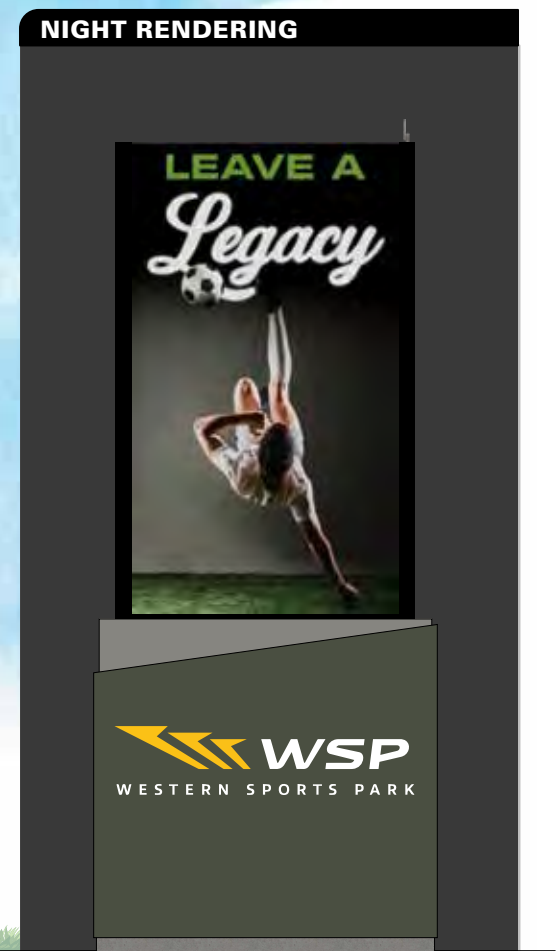
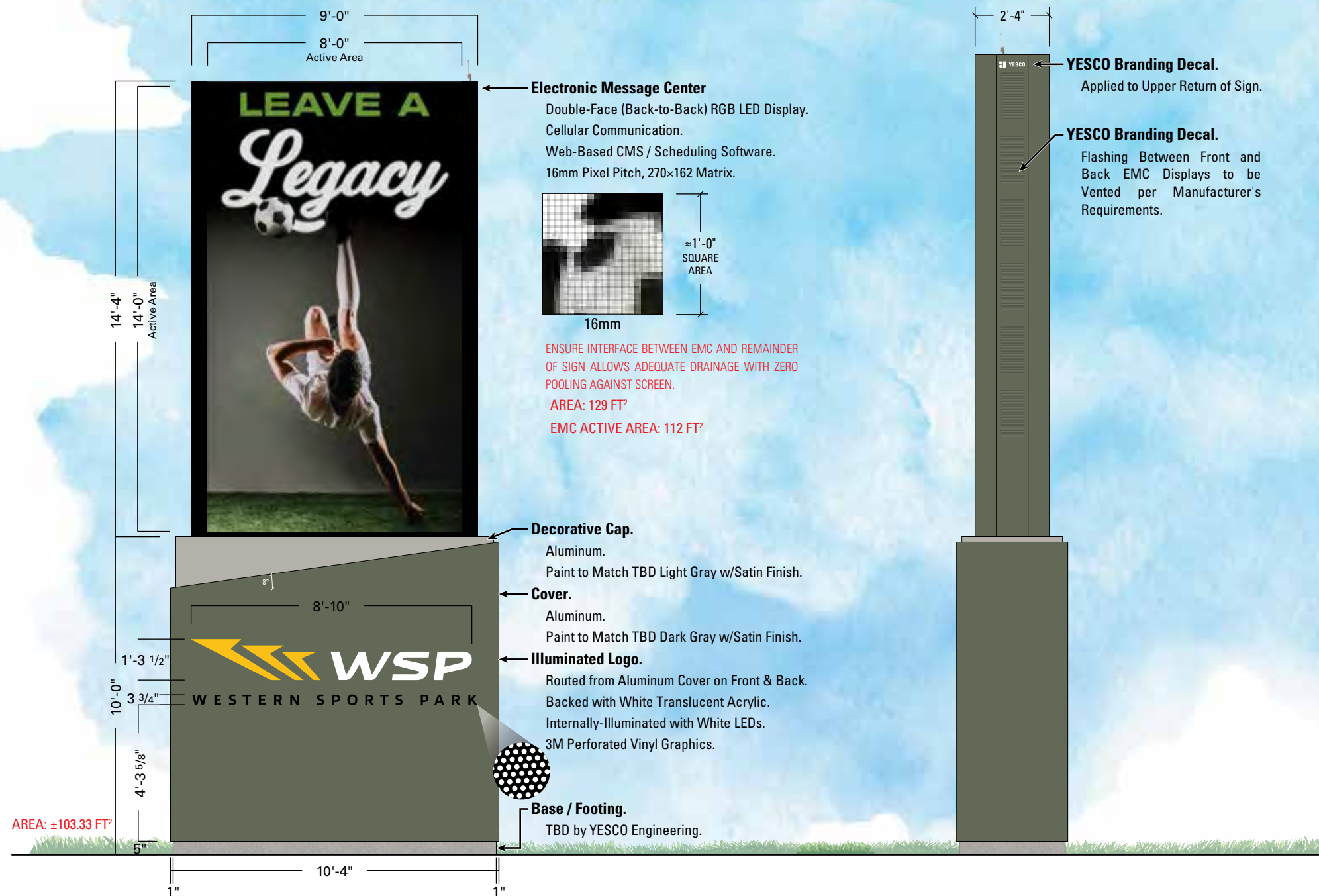
**Western Sports Park**

151 S 1100 West  
Farmington, UT 84025

Acct. Exec: David Lee  
Designer: Jeremy S. Wilcock

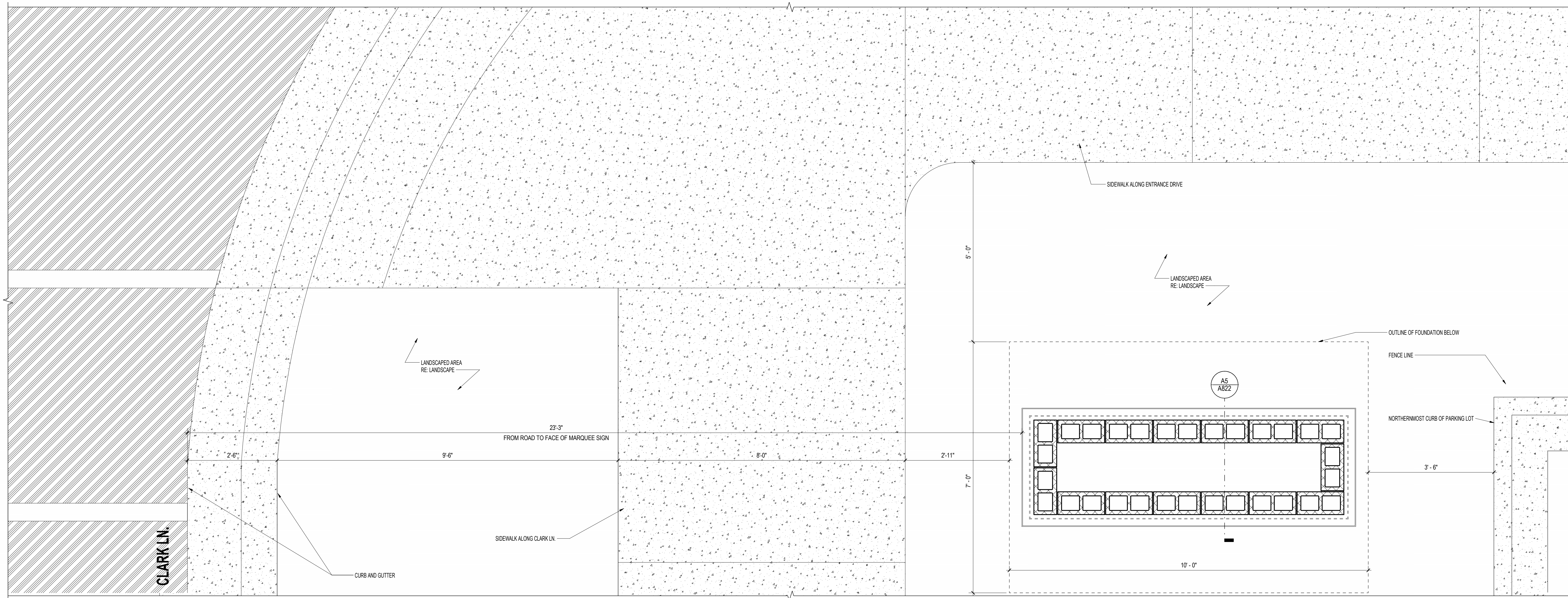
**OPY-53696 R2**

**ART 1.0**



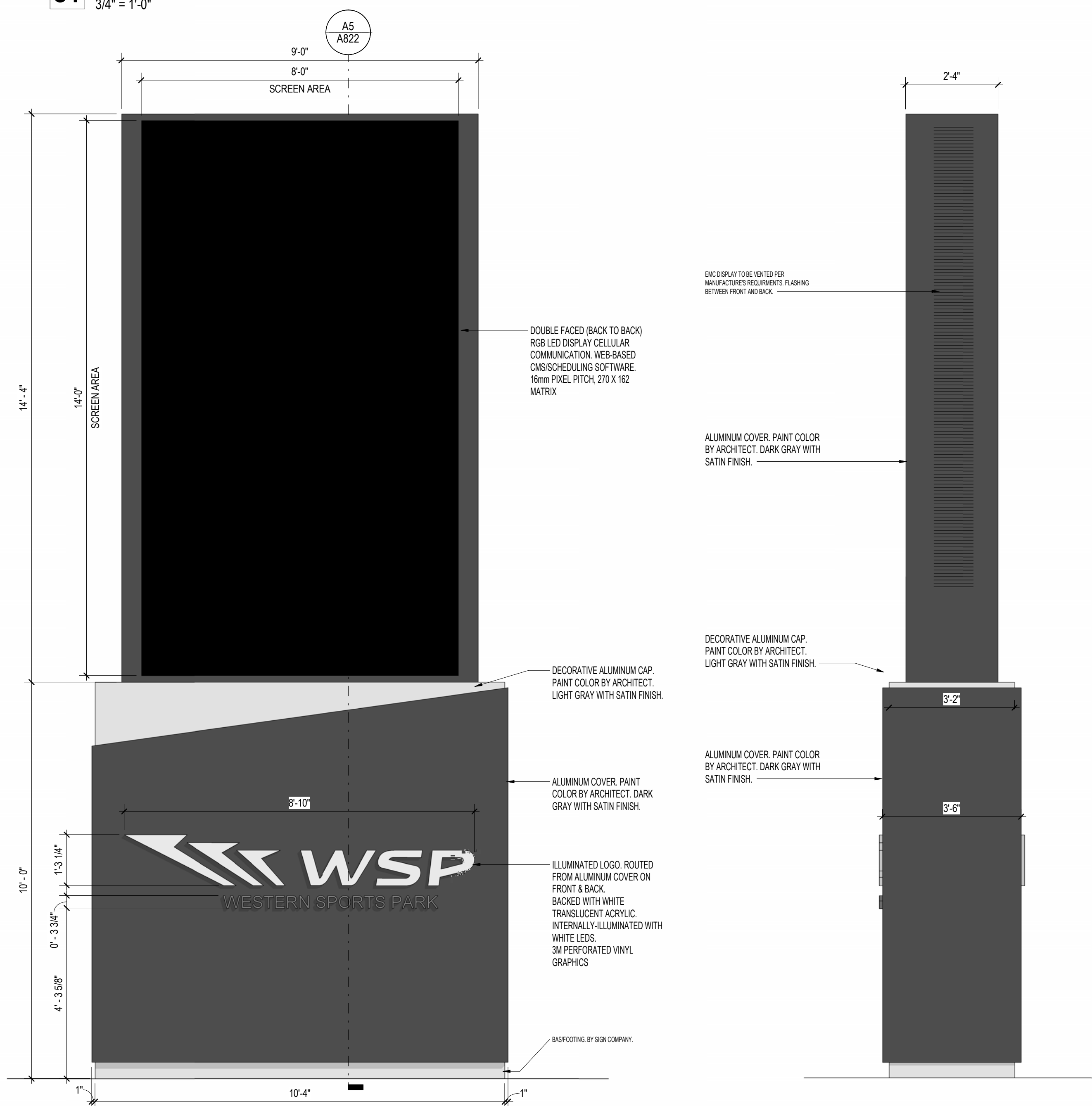
**1 SIGN TYPE S1c - MONUMENT** FRONT VIEW  
SCALE: 1/4" = 1'-0" [1:48]

**2 SIGN TYPE S1c** SIDE VIEW  
SCALE: 1/4" = 1'-0" [1:48]



**C1** MARQUEE SIGN PLAN  
3/4" = 1'-0"

COORDINATE SIGN AND CONCRETE BASE WITH THE SIGNAGE COMPANY.



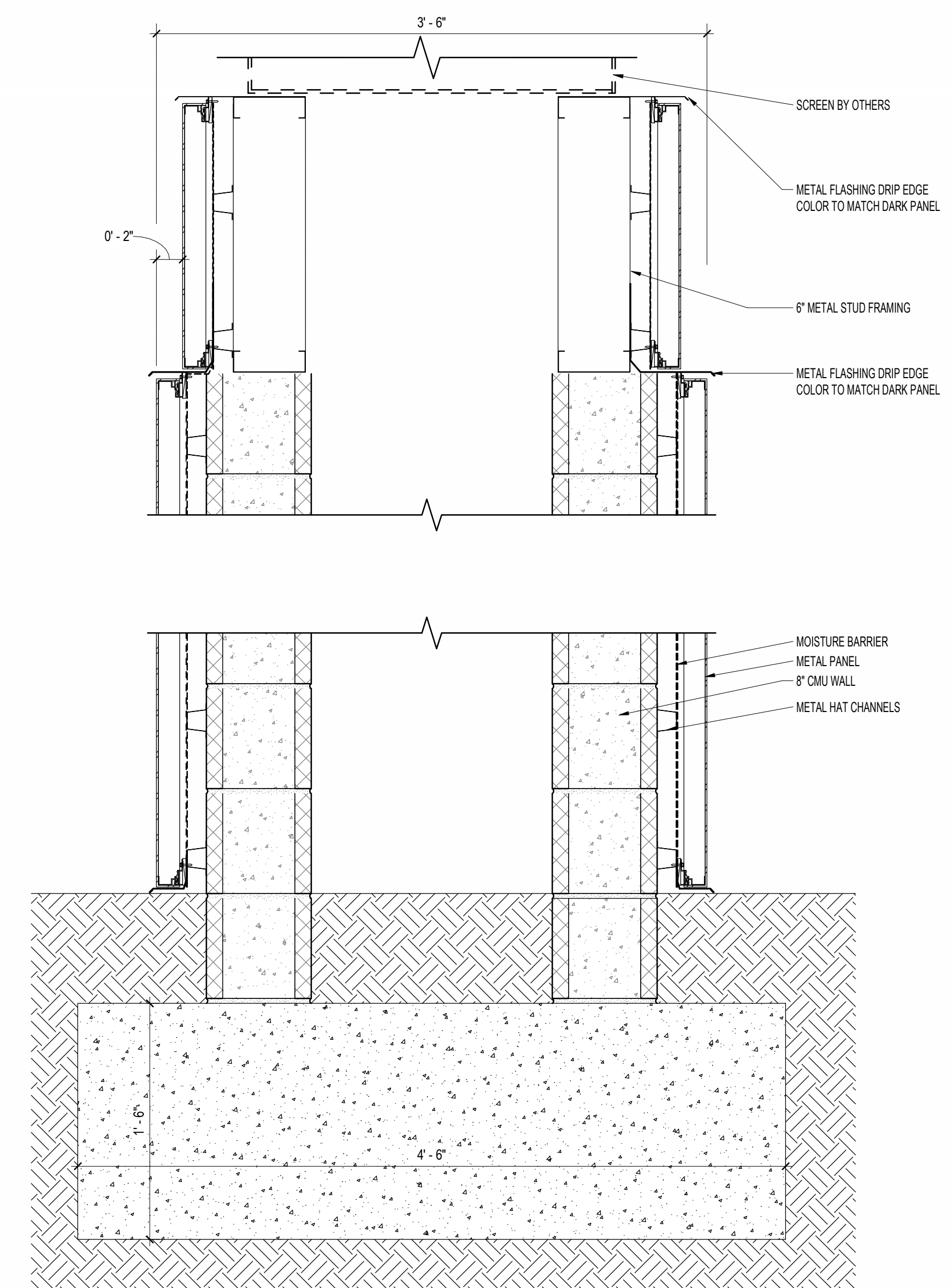
**A1** MARQUEE WEST  
1/2" = 1'-0"



**A2** MARQUEE SOUTH  
1/2" = 1'-0"

**A3** MARQUEE EAST  
1/2" = 1'-0"

**A4** MARQUEE NORTH  
1/2" = 1'-0"



**A5** MARQUEE SIGN SECTION  
1 1/2" = 1'-0"

EXTERIOR GRAPHICS - MARQUEE SIGN

A822





# Farmington City Planning Commission Staff Report February 22, 2024

---

## Item 4: Conditional Use for Temporary Use of Land

Public Hearing:	Yes
Application No.:	C-1-24
Property Address:	Approximately 400 North Market Street
General Plan Designation:	CA/BP (Class A Business Park)
Zoning Designation:	OMU (Office Mixed Use)
Area:	4 acres
Number of Lots:	1
Property Owner:	E & H Land LLP
Applicant:	Jared Bunch

Request: *The applicants are seeking approval for a corn maze at the subject location.*

---

### **Background Information**

The applicant is working with the property owner to operate a seasonal corn maze until the property is further developed at a future date.

While the total property controlled by the owner is much larger, the applicant is looking to use about 4 acres at the north east corner of the parcel to grow corn in order to operate a seasonal corn maze leading up to Halloween.

The OMU zoning district allows ‘entertainment uses’ per [FMC 11-18-050](#) and furthermore [FMC 11-28-120 \(E\)](#) indicates that temporary uses of land such as a carnival, fair or other similar uses are to be considered under the conditional use process by the Planning Commission.

The applicant has provided a letter to detail their request which is included with this report. In brief most of the year would be dedicated to planting and cultivating the maze while the main function of the maze would only be open to customers 5 weeks a year.

The applicant has worked with city staff to propose an acceptable parking surface and means of ensuring that cars coming to and from the site are not tracking mud into city streets.

Per City ordinance, the minimum amount of required parking is to be determined by the Planning Commission. This specific use would be a commercial recreation use in the parking table. There isn't a very comparable use to help determine what the correct amount of parking should be. The applicant is dedicating 40 stalls a day to parking and this could likely be easily expanded on an as-needed basis.

In addition to consideration of parking, the Temporary Land Use section of the ordinance includes the following regulations:

#### 6. Parking Standards:

a. Temporary Areas: Temporary parking areas are allowed only during construction on a site. They must be removed, and the land restored to its original condition, prior to issuance of a certificate of occupancy for the construction.



b. Adequate Parking Required: Adequate off street parking for the proposed event shall be provided for the duration of the event. Determination of compliance with this requirement shall be made by the city planner, who shall consider the nature of the event and the applicable parking standards of this title. Consideration shall be given to the parking needs and requirements of permanent occupants of the site.

c. Reduction To Permanent Uses Prohibited: Temporary uses shall not reduce required parking spaces below the minimum required for permanent uses on the site.

d. Surface: Parking areas for the proposed use shall be surfaced with asphalt, concrete, gravel or other surface acceptable to the city planner.

7. Signs: Permanent signs are prohibited. The size and location of signs shall be in compliance with applicable provisions of the sign ordinance for the zone in which the use will be conducted. All signs shall be removed when the activity ends.

8. Sound Devices: No loudspeakers or other amplifying sound devices shall be used in conjunction with a temporary use unless specifically approved by the city planner.

9. Lighting: Outdoor lighting, if used, shall be subdued. All lighting shall be designed, located and directed so as to eliminate glare and minimize reflection of light into neighboring properties. Searchlights shall not be permitted.

10. Violation Of Approval: Temporary uses on sites where the primary use is a conditional use shall not violate the conditions of approval for the primary use.

11. Accessory To Approved Use; Merchandise: The event or sale shall be clearly accessory to or promotive of the permitted or conditional use(s) approved for the site. Only merchandise which is normally sold or stocked by the occupant(s) of the site shall be sold and/or promoted.

12. Insurance: The applicant shall provide to the city planner proof of liability insurance for the requested use, if necessary. This proof shall be submitted with the application.

13. Code Compliance: These provisions shall not be construed to exempt the operator from complying with applicable building codes, health codes or permit requirements established by other regulatory agencies or departments.

#### H. Uses, Specific Standards And Time Limits:

2. Commercial And Industrial Zones: Temporary uses in commercial and industrial zones shall comply with standards, and are limited to the uses, specified below:

a. Hours Of Operation: The hours of operation for temporary uses in commercial and industrial zones shall be established at the time the use is approved.

Based on these standards, the Planning Commission is tasked with setting the amount of needed parking, determining what sound devices are permitted, and what hours of operation are appropriate. In addition to standards identified in 11-28-120, the Planning Commission may impose conditions that it feels are necessary to mitigate detrimental impacts that may come from the use based on the following standards found in [FMC 11-8-050](#).

#### **11-8-050: CONDITIONAL USE STANDARDS:**

Conditional use applications shall be reviewed in accordance with, and shall conform to, all of the following standards:

A. Necessity: The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the community;

B. Compliance: The proposed use shall comply with the regulations and conditions in this title for such use;

C. Comprehensive Plan: The proposed use shall conform to the goals, policies and governing principles of the comprehensive plan for Farmington City;

D. Compatibility: The proposed use shall be compatible with the character of the site, adjacent properties, surrounding neighborhoods and other existing and proposed development;

E. Adequate Improvements: Adequate utilities, transportation access, drainage, parking and loading space, lighting, screening, landscaping and open space, fire protection, and safe and convenient pedestrian and vehicular circulation are available or may be provided; and

F. Use Not Detrimental: Such use shall not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. A proposed use shall be considered detrimental:

1. If it will cause unreasonable risks to the safety of persons or property because of vehicular traffic or parking, large gatherings of people, or other causes;

2. If it will unreasonably interfere with the lawful use of surrounding property; or

3. If it will create a need for essential municipal services which cannot be reasonably met.

### **Suggested Motion**

Move that the Planning Commission approve the conditional use permit for the temporary land use of a corn maze as proposed with the following conditions:

1. The use shall require a minimum of 40 parking stalls per day when open to the public, parking may be on vegetated surface so long as parking is rotated daily.
2. A tire wash/spray station shall be in effect on site when needed to reduce tracking of mud from vehicles exiting the site.
3. Lighting shall not be directed outside of the corn maze site.
4. Regular cleaning to remove food or trash from the site shall be conducted to avoid rodents and litter blowing away due to winds. Trash receptacles shall be made available during operation and shall emptied or hauled off regularly.
5. Traps and/or similar measures for rodent control shall be implemented.
6. Noise from music or other amplified devices shall not disturb surrounding properties. Any level of noise from speakers or devices found to be a disturbance to nearby residents or businesses shall be cause to lower volume or suspend use of a device.
7. Latrines are to be regularly services to maintain sanitary conditions.
8. The maze shall only be open to the public during the months of September and October
9. Hours of operation when open to the public may not go past midnight.

### **Findings:**

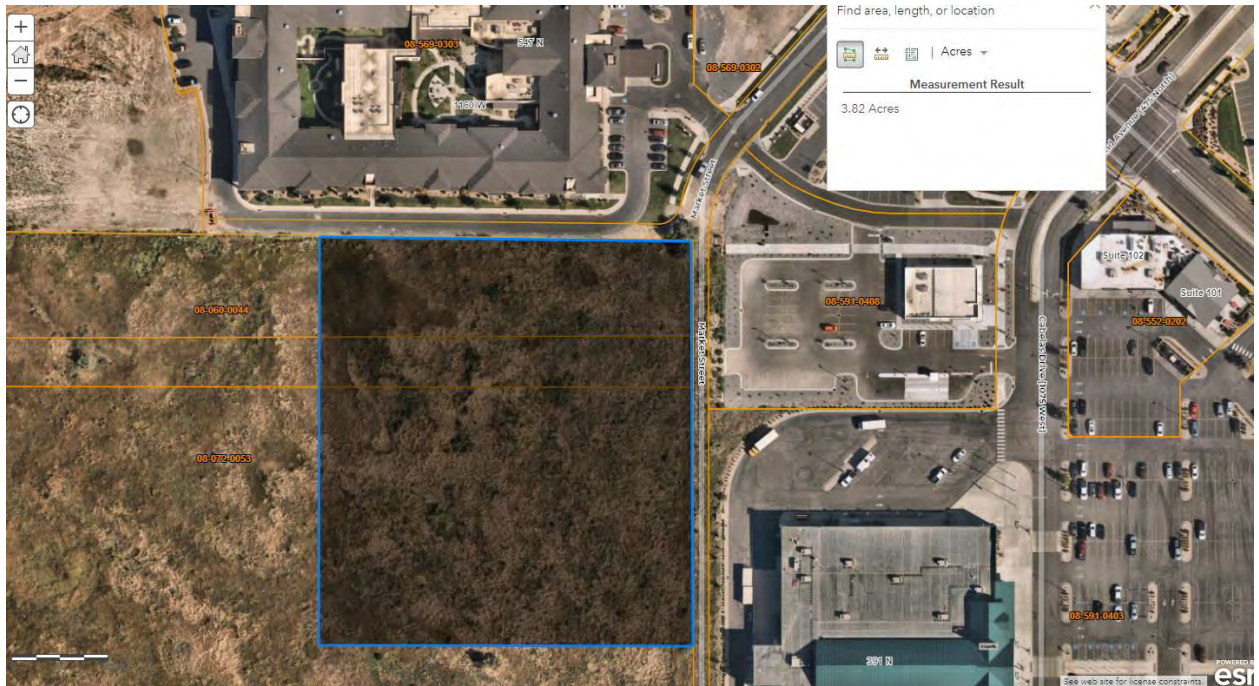
1. The proposed operation allows for a reasonable use of the property until it is developed more inline with the vision for the area.
2. The seasonal nature of the use will limit the amount of time where this operation may impact surrounding property owners and residents.
3. With the proposed conditions other reasonably anticipated impacts from the use can be adequately mitigated.

### **Supplemental Information**

1. Vicinity Map
2. Site Plan
3. Request Letter from Applicant

# Vicinity Map

Reference: Site is just west of Cabela's





**ESTIMATED TRAFFIC IMPACT:**  
 150 ATTENDEES/DAY  
 2 PEOPLE / VEHICLE  
 =75 TRIPS / DAY  
 AVERAGE STAY IS 1 HOUR  
 5-10 EMPLOYEE VEHICLES / DAY

**OPERATION SCHEDULE:**  
 SEPT 27 TO OCT 31 (2024)  
 6:30 PM TO 10:00 PM TUE-THUR  
 6:30 PM TO 11:00 PM FRI  
 NOON TO 11:00 PM SAT

**Subject:** Conditional Use Permit for Corn Maze Business

**Dear Farmington City Council and Staff,**

I am writing to request a conditional use permit for the establishment of a corn maze on 3.7 acres directly northwest of Cabela's. This endeavor aims to provide my teenagers with valuable entrepreneurial experience while preserving Farmington's agricultural heritage.

### **Context:**

Farmington has a rich history in farming, yet the tradition is fading rapidly. This project seeks to reconnect the community with its farming roots, offering teenagers an opportunity to learn farming practices and transform their hard work into a viable business.

### **Site Selection:**

The property behind Cabela's appears to be the most suitable for a corn maze, and the landowner has agreed to lease the space as an interim land use. With recent infrastructure improvements and the city's plan for development, this may be a limited-time opportunity.

### **Maze Overview:**

- The circular design spans 2 acres with a 170-ft radius.
- The shortest route through the maze covers a quarter-mile.
- The center will feature an opening for concession sales, including hot dogs, hot chocolate, cookies, chips, and novelty snacks.

### **Environmental Considerations:**

- The northeast corner of Lot 5, E&H Land Property Subdivision features the most suitable soils for crops, minimizing impact on wetlands.
- Native vegetation, mainly grasses, will be mowed in the parking area. Parked vehicles will be rotated on site to avoid overuse of one area and to protect the health of the native plants and their root systems.
- Grasses in the area offer a natural root mass preventing erosion, suitable for lightweight vehicles.

### **Logistics:**

- The maze will operate for five weeks before Halloween with specific hours.
- Rainy days will lead to closure for safety reasons.
- Evening hours will include haunting experiences with age restrictions for certain times.
- A total of 25 working days are anticipated each year for the maze.

### **Employment and Facilities:**

- Approximately 25 employees, mostly high school teenagers, will be hired.

- Restrooms will be temporary latrines near the northeast entrance, regularly serviced.
- Low voltage power will be utilized for lighting, haunting music, fog machines, and animatronic displays.

## Challenges and Budget:

- The business plan acknowledges potential challenges, such as a one-year lifespan and the high cost of secondary water from Weber Basin.
- The venture aims to operate on a shoestring budget, given the uncertainty of revenue.

## Benefits for Teenagers:

Recognizing the potential positive impact on our community's youth, the proposed corn maze venture holds several advantages for teenagers, providing them with alternative forms of entertainment and a safe environment for socializing.

### 1. Alternative Entertainment:

In a world dominated by digital screens, the corn maze offers a refreshing and wholesome alternative for teenagers. Engaging in outdoor activities fosters a sense of connection to nature and promotes a healthy, active lifestyle.

### 2. Safe Socializing Space:

The corn maze serves as a safe space where teenagers can gather, socialize, and create lasting memories. By offering an inclusive and welcoming environment, the venture encourages positive social interactions among peers.

### 3. Educational Opportunities:

Beyond the entertainment aspect, the corn maze business provides a unique educational experience. Teenagers involved in the venture will gain valuable insights into farming practices, business operations, and teamwork, fostering a sense of responsibility and work ethic.

## Conclusion:

In conclusion, the envisioned corn maze is not just an entertainment venue but a catalyst for positive growth and development among the teenagers in Farmington. Our goal is to create more than just a recreational space – we aspire to establish a safe, educational, and enjoyable environment that actively contributes to the well-being and enrichment of the younger generation in our community. The realization of this vision hinges on avoiding onerous improvement conditions that might impede our ability to deliver these benefits. I sincerely appreciate your thoughtful consideration of this proposal.

Thank you for your time and attention to this matter.

Sincerely,

Jared Bunch



# Farmington City Planning Commission Staff Report February 22, 2024

---

## Item 5: PUD Master Plan Process Changes—Zone Text Amendment Chapter 27 Planned Unit Development (PUD)

Public Hearing: Yes  
Application No.: ZT-3-24  
Applicant: Farmington City

Request: *Recommendation to update the PUD Master Plan process to better accommodate smaller PUDs.*

---

### **Suggested Motion**

Move the Planning Commission recommend that the City Council approve the enclosed changes to Chapter 27 of the Zoning Ordinance related to the PUD Master Plan approval process.

### **Findings:**

1. The Planning Commission is now the approval body for all Final PUD Master Plans regardless of the size of the proposed PUD. Meanwhile, the ordinance allows staff to review and approve smaller site plans in the mixed-use area west of I-15 and any non-single-family and two-family dwelling development city-wide. This has worked well for the City and the proposed text amendments to Chapter 27 for PUDs are consistent with this practice.
2. The recommended thresholds for staff review are for projects less than 5 acres in size and which result in buildings with a combined GFA (Gross Floor Area) of less than 30,000. These standards are similar to mixed use and non-single-family and two-family site plan review benchmarks elsewhere in the City.
3. Due to recent changes to the subdivision process as per State code, staff already reviews and approves final plats for many subdivisions. The proposed PUD text changes align with the City's updated Subdivision Ordinance.
4. Regardless the size of the PUD, the Planning Commission reviews and provides recommendations for Preliminary PUD Master Plans and the City Council considers the same. Because it is a legislative act, this process remains unchanged. Subsequently, enclosed amendments related to the approval body in the PUD chapter are limited to the Final PUD Master Plan.
5. Preliminary PUD and Final PUD Master Plan checklists are lengthy and many of these requirements are not relevant to small PUDs. The text changes allow the City to waive unnecessary submittal requirements if applicable, and this waiver language is similar to the wording used in Chapter 18 of the Zoning Ordinance which allows for the waiver of Project Master Plan (PMP) submittal requirements.

### **Supplemental Information**

1. Chapter 27 (Planned Unit Development (PUD)) draft text changes.

**DRAFT**  
2.22.24

CHAPTER 27  
PLANNED UNIT DEVELOPMENT (PUD)

SECTION:

11-27-060: Preliminary PUD Master Plan

11-27-090: Final PUD Master Plan

11-27-100: Final PUD Master Plan Review By Planning Commission

11-27-060: PRELIMINARY PUD MASTER PLAN:

All applications for approval by Farmington City of a preliminary PUD Master Plan, shall include seven (7) copies, and one electronic copy, of the proposed preliminary PUD Master Plan. This development plan shall contain the following written documents:

- A. Legal Description: A legal description of the total site proposed for development, including a statement of present and proposed ownership.
- B. Development Schedule: A development schedule indicating the approximate date when construction of the planned unit development or stages of the planned unit development can be expected to begin and be completed.
- C. Tabulations: A tabulation of the following: total number, by type, of dwelling units; total acreage of the site and the percentages thereof to be designated for various uses, i.e., parking, open space, streets, commercial, residential, etc.; gross and net dwelling unit densities and an estimate of the project population; anticipated number of employees, proposed lot coverage ratio of buildings and structures.
- D. Site Plan, Maps: Site plan and supporting maps:
  - 1. Topographic maps of the site, including contour intervals of no greater than two feet (2'). This map should include existing conditions such as a drainage channel, floodplain, other unique natural features and natural vegetation coverage.
  - 2. General location and size of all dwellings and other structures in the planned unit development.
  - 3. Proposed circulation system and parking areas, including streets, pedestrian pathways, ingress and egress and recreational vehicle storage areas and proposed outdoor lighting.



4. Parks, common open spaces, semiprivate open spaces, playgrounds, school sites and other public and private recreational facilities and improvements proposed for the planned unit development.

5. An existing and proposed utility system plan, including sanitary sewers, culinary water, stormwater and easements for electricity, natural gas and telephone, etc. This plan should also indicate from which point the utilities will be extended.

6. A landscaping plan indicating the general type, location and treatment of trees, shrubs, ground covers and plan materials used for private and common open spaces and a preliminary layout of the sprinkling system. The retention of healthy existing trees and other vegetation is strongly encouraged.

7. The proposed treatment of the perimeter of the planned unit development, including materials and techniques used such as berms, planting screens, fences and walls unless otherwise approved by the City as part of the Preliminary PUD Master Plan.

8. Preliminary subdivision plat, if the entire planned unit development is being subdivided in no more than one phase or plat, as required in the Farmington City subdivision standards showing the layout of all lots.

9. Location of any proposed signs.

E. Elevations: Preliminary elevations, including building heights and appropriate perspectives of all building types proposed within the planned unit development, to clearly show the nature, building materials, design and layout of the development site.

F. Control Of Property Evidenced: Evidence that the applicant has sufficient control over the subject property to effectuate the proposed plan.

G. Additional Information: Other materials data and studies as may be required by either the City Planner or the Planning Commission. The applicant may ask for a preliminary Planning Commission review as an agenda item to assist in establishing the type, need and extent for specific materials, data or studies. These may include, but not be limited to, the following:

1. An economic feasibility study or market analysis showing the need or basis for the planned unit development.

2. Seismic, special topographic and soils studies.

3. Other studies identified as being necessary because of the uniqueness of the proposed planned unit development site or its general surroundings. (Ord. 2018-05, 1-18-2018; amd. Ord. 2021-01, 1-19-2021)

**H. Waiver Of Specific Submissions: Any information required by the adopted preliminary PUD Master Plan rules and regulations, or this section, may be waived by the City on the basis that the information is not necessary to review the proposed preliminary PUD Master Plan and such waiver shall be documented in writing by the City Planner.**

11-27-090: FINAL PUD MASTER PLAN:

A. Submittal: Following the public hearing on a preliminary PUD Master Plan and prior to designation of a planned unit development, in combination with an underlying zone, seven (7) copies, and one electronic copy, of the final PUD Master Plan shall be submitted to the City Planner. **The City Planner shall review the final PUD Master Plan submittal to assure that it is in compliance with requirements of this chapter.** Any failure to submit a final PUD Master Plan on the proposed planned unit development or any portion thereof within one year of the approval of the planned unit development designation and the preliminary PUD Master Plan shall terminate all proceedings and render the proposed planned unit development null and void.

B. **Final PUD Master Plan City Planner Review: The City Planner shall review the final PUD Master Plan to assure that it is in compliance with the requirements of this chapter. The City Planner shall not consider the final PUD Master Plan nor shall the** Planning Commission ~~shall not~~ place any final PUD Master Plan on the Planning Commission agenda until all items required have been submitted or are omitted for good cause. The final PUD Master Plan will allow the **City Planner or the** Planning Commission to review all the information required for the preliminary PUD Master Plan in its finalized, detailed form. The final plan shall not vary substantially from the previously approved preliminary PUD Master Plan. The final PUD Master Plan shall be deemed in substantial compliance with the preliminary PUD Master Plan; provided, that:

1. The lot areas do not vary by more than ten percent (10%);
2. A reduction of the area designated for common open space is no more than five percent (5%);
3. An increase in the floor area proposed for nonresidential uses is no more than five percent (5%);
4. An increase in the ground coverage ratio by all buildings is no more than five percent (5%).

C. Variation From Preliminary Plan: If it is determined that the final PUD Master Plan does vary substantially from the preliminary PUD Master Plan, the applicant must repeat the procedure outlined in sections 11-27-060 and 11-27-080 of this chapter before further action shall be taken on the final PUD Master Plan. The applicant may be required to pay additional fees, as determined by the City Manager, for the repeated procedures required.

D. Required Information: The final PUD Master Plan shall contain all of the site plans and maps required for the preliminary PUD Master Plan in a finalized format. Specifically it shall contain the following:

1. Tabulations of all dwelling units to be constructed by types and number of bedrooms per unit (if multi-family);

2. Detailed site plan with complete dimensions showing precise locations of all buildings and structures, lot or parcel sizes and locations, designations of common spaces and special use areas, detailed circulation pattern;
3. Dimensioned parking layout and traffic circulation pattern, including streets, location of individual parking stalls and all areas of ingress and egress and outdoor lighting;
4. Final exterior design for all building types, presented as exterior perspectives or exterior elevations;
5. Detailed engineering plans or final subdivision plat showing site grading, street improvements, drainage and public utility location;
6. Detailed landscaping plans with a legend showing the types and sizes of all planting materials and their locations, decorative materials, recreation equipment, sprinkler or irrigation systems and any recreation related outdoor lighting;
7. The fully executed declaration of covenants, conditions and restrictions, together with open space easements and other bonds, guarantees or agreements as required by this chapter or as deemed necessary by the Planning Commission and/or the City Attorney. (Ord. 2018-05, 1-18-2018)

8. **Waiver Of Specific Submissions: Any information required by the adopted final PUD Master Plan rules and regulations, or this section, may be waived by the City on the basis that the information is not necessary to review the proposed final PUD Master Plan and such waiver shall be documented in writing by the City Planner.**

**11-27-100: FINAL PUD MASTER PLAN REVIEW BY THE CITY PLANNER OR THE PLANNING COMMISSION:**

The **City Planner or the** Planning Commission shall review the submitted final PUD Master Plan and may approve or disapprove it. **The City Planner may only consider a final PUD Master Plan if it encompasses an area not more than 5 acres in size and which includes buildings (or structures) which together consist of not more than 30,000 square feet of Gross Floor Area (GFA).** The **City Planner or the** Planning Commission may approve the Final PUD Master Plan if they find that the proposed planned unit development meets all of the requirements of this chapter, that it is in substantial compliance with the approved Preliminary PUD Master Plan and that it meets the objectives and purposes of this chapter. The **City Planner or the** Planning Commission may apply conditions with the approval of the final PUD Master Plan that will ensure that the proposed PUD meets with the objectives of this chapter, subject to, but not limited to, the following:

- A. **Building Permit:** No building permit for any portion of the proposed planned unit development shall be issued until the final PUD Master Plan has been approved and all necessary subdivision ordinance requirements have been met. Building permits may be issued in accordance with the approved Final PUD Master Plan even though the yard

requirements, building heights, minimum lot sizes, etc., differ from the requirements of the underlying zone in which the development is proposed.

B. Permanent Protection: Permanent protection of planned unit development open space, performance bonds, guarantee of improvements, covenants and restrictions. All provisions pertaining to the requirements cited in this chapter shall be met as required in the approved conditions of the planned unit development prior to **City Planner or** Planning Commission final approval in which the development is proposed.

C. Phased Development: Development plans for an approved preliminary PUD Master Plan may be submitted in phases provided each phase can exist as a separate unit capable of independently meeting all the requirements and objectives of this chapter. If the planned unit development is developed in phases, the required open space and approved recreational facilities shall be developed in proportion to the number of dwelling units intended to be developed during any given development phase, unless it is determined that a greater amount of open space and recreation facilities must be provided in order to assure that these spaces and facilities can function properly.

D. Fees: All final plans shall be accompanied by the appropriate fee, as specified from time to time by the City Council. (Ord. 2020-04, 2-18-2020)

**FARMINGTON CITY  
PLANNING COMMISSION  
February 08, 2024**

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**WORK SESSION**

*Present: Chair John David Mortensen; Vice Chair Frank Adams; Commissioners Samuel Barlow, Tyler Turner, Joey Hansen, Kristen Sherlock and George Kalakis; Alternate Commissioners Brian Shepherd and Spencer Klein. Community Development Director David Petersen, Assistant Community Development Director/City Planner Lyle Gibson, City Attorney Paul Roberts, City and Planning Secretary Carly Rowe. Excused: Planner/GIS Specialist Shannon Hansell.*

John David Mortensen opened the study session with some items he has learned on his time with the Planning Commission in regard to voting. Don't feel like you have to vote one way if you are not comfortable with it, even if you are the only one voting that way. The other items he discussed were time, productivity, and resources that the Commissioners have if they have questions (with Staff, etc.).

Paul Roberts, City Attorney, gave a power point presentation regarding Land Use and the Open Meetings Act.

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**REGULAR SESSION**

*Present: Chair John David Mortensen; Vice Chair Frank Adams; Commissioners Samuel Barlow, Tyler Turner, Joey Hansen, Kristen Sherlock and George Kalakis. Alternate Commissioners Brian Shepherd and Spencer Klein. Community Development Director David Petersen, Assistant Community Development Director/City Planner Lyle Gibson, City and Planning Secretary Carly Rowe. Excused: Planner/GIS Specialist Shannon Hansell.*

Chair John David Mortensen opened the meeting at 7:02 pm.

Planning Secretary Carly Rowe administered the Oath of Office to the new commissioner, George Kalakis, who will serve through the end of the 2024 year.

**SUBDIVISION / SITE PLAN / PROJECT MASTER PLAN APPLICATIONS**

**Item #1 – Symphony Homes – Applicant is requesting Preliminary Plat approval for the proposed Eastridge Estates Phase 4, which will consist of nine lots on 3.38 acres, located at 50 W. 1500 S., in the LR (Large Residential) zone (S-1-24).**

Assistant Community Development Director/City Planner Lyle Gibson presented this item. Farmington Eastridge Estates Phase 4 is a nine-lot phase, which is part of the larger Eastridge Estates Conservation Subdivision of single-family homes. The LR Zone minimum lot size is conventionally 20,000 square feet. However, conservation subdivisions are able to access the non-conventional lot size of 10,000 square feet by providing and conserving open space. This non-conventional lot size is used to establish the base number of lots. Eastridge Estates received schematic master plan approval in 2016 for what are most recently identified as Phases 3 and 4. Phase 3 and 4 were combined on the schematic master plan as their combined size achieved the required 10 acres minimum for a conservation subdivision. The applicant met the 15% open space requirement by providing a regional detention basin to the City in lieu of “usable” open space such as parks or trails.

Phase 2 (now Phase 3), received approval in 2018, but Phase 3 (now Phase 4), could not be approved as wetland mitigation was required. Since then, the applicant has mitigated the wetlands in Phase 4 and received approval from the Army Corps of Engineers.

The major difference from schematic approval to the preliminary plat for Phase 4 is that the schematic approval for Phase 3 (now 4) contains 16 lots, instead of nine. This reduction does not invalidate the schematic plan, only an increase in lots would require another schematic approval.

According to FMC 11-12-090, LR zoned lots in a conservation subdivision may be as small as 6,500 square feet. Eastridge Estates Phase 4 contains lots no smaller than 9,369 square feet. This phase of the plan will also provide more area to the City's detention basin, shown as Parcel A (SI #2). Today, the applicant is seeking preliminary plat approval for Phase 4, rather than schematic recommendation, because of the previously approved schematic master plan.

Gibson said the lots meet the size and design standards. Staff recommendation is to approve the preliminary plat. If approved, the final step for Phase 4 will be a final plat approval. Under the new subdivision ordinance update (2023), final plat approval will be completed by City Staff.

Russell Wilson (Centerville/Symphony Homes) said he west side retention will be used as a regional storm water detention pond for the City. The developer is responsible for assembling and dedicating the land needed. Wilson said the infrastructure is already there and built and bermed up. With each phase of the development that is built out, they have dedicated the land needed for that detention space, which is not developable land.

**MOTION**

Frank Adams made a motion that the Planning Commission approve the preliminary plat for Farmington Eastridge Estates Phase 4, subject to all applicable Farmington City development standards and ordinances.

**Findings for Approval 1-7:**

1. Farmington Eastridge Estates does not create a significant change to the roadway alignment or configuration as approved in the schematic master plan.
2. Farmington Eastridge Estates lot size and lot configuration are not significantly different than the approved schematic plan.
3. There is no increase in lots from the schematic plan to the preliminary plat.
4. The 15% open space requirement is provided in lieu by land for the City's detention basin, as decided by agreement.
5. There is no significant change to culinary water, sanitary sewer, or storm drain plans (some of this has been installed in conjunction with prior phases).
6. The modification of the preliminary plat does not significantly alter the character of the entire subdivision.
7. An important connection between 50 West and 1500 South will be completed in this phase.

**Supplemental Information 1-4:**

1. Vicinity Map
2. Preliminary Plat – Eastridge Estates Ph 4
3. Approved schematic Master Plan
4. Staff Report from April 19, 2018 – “Final Plat for Eastridge Estates Subdivision Phase III”

**Applicable Ordinances:**

1. 12-4-080 - 120 (contained in pending Ordinance No. 2023-66)
2. 11-12 Conservation Subdivision (CS) Overlay Zone and Development Standards
3. 11-11 – Single Family Residential Zones
4. Updated Title 12 (Pending Ordinance No 2023-66)

Samuel Barlow seconded the motion, which was unanimously approved.

Chair John David Mortensen	X Aye ____Nay
Vice Chair Frank Adams	X Aye ____Nay
Commissioner Samuel Barlow	X Aye ____Nay
Commissioner Tyler Turner	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner George Kalakis	X Aye ____Nay

**Item #2 – CW Urban – Applicant is requesting a recommendation for a Project Master Plan / Development Agreement, Schematic Subdivision Plan, and Concept Site Plan for the Charlotte, a mixed residential and commercial subdivision covering 11 acres at approximately 1293 West Burke Lane in the OMU (Office Mixed Use) zone (PMP-1-23). – PUBLIC HEARING**

Commissioner Samuel Barlow recused himself from this item, and he left the meeting.

Gibson presented this item. The Subject property is on the southwest corner of Burke Lane and Maker Way, on the west of the creek, south of the barn. The property is part of an overarching Project Master Plan wherein 30+ acres of property received approval from the City Council to be eligible for use of Section 11-18-140 and supplemental master plan approvals as long as projects within the area include at least 2.5 acres.

Use of Section 140 referenced above means that an application may deviate from the standards of the OMU zoning district at the discretion of the City. Deviations are to be recommended by the Planning Commission and those which are found to be acceptable by both the City Council and Developer are memorialized in a Development Agreement.

Notably, the OMU zoning district does not allow residential development. However, the Farmington Station Area vision includes a large amount of residential development. Section 140 is used by the City as a means to allow for residential development or other deviations while ensuring that it does not crowd out desired non-residential development. The [Farmington Station Area Plan](#), which was adopted in 2022, shows the subject property having part office, residential, and open space elements. The property is located within the Recreation Neighborhood identified by the plan.

Projections from the plan indicate that within this neighborhood, the City might anticipate some 460 townhome units and 948 multi-family units (apartments). Currently entitled are 790 apartment units and 263 townhomes. The proposed 92 townhome units within this project would bring the total to 355. Overall, the unit count is below what has been anticipated as actual projects have come in, while some sites envisioned to be residential are commercial uses and vice-versa.

The Charlotte is proposing the townhome neighborhood development on the south end of the project closest to the park. It isn't known at this point whether or not the townhomes will be sold or rented, but they would be platted individually for potential owner occupancy.

The Commercial portion of the property includes four restaurant pads and a large future phase where a user is in discussion with the developer. However, the current deal is still in the works before a user can be identified. With no firm commitment, the applicant is simply indicating that they will ensure non-residential development on that site. No specific tenants are identified for the restaurant sites, but the applicant is looking for approval to allow two of the restaurant sites to include drive-thru service, which requires specific approval through Section 140. The developer is committing to certain

architectural elements and design components on the restaurant spaces to help promote and maintain the form base them sought in the mixed-use area.

Architectural design for the housing would be honed in on for the preliminary approval phase of the project if the overall layout and use types are approved by the City. Other than the specific design elements that are identified in an agreement by the developer, the architecture of the commercial would be tenant-driven. Without an exception or allowance indicating otherwise, the architecture and form would have to meet the design requirements of the OMU district.

The Planning Commission is tasked with sending a recommendation to the City Council regarding the project. The recommendation would indicate whether or not the Commission believes the proposal is appropriate at the subject location and in harmony with the vision for the North Station Area. The Commission may request additional details from the applicant to help make this determination and may recommend conditions that should be part of the Development Agreement to ensure certain outcomes.

Colton Chronister (426 W. Meadow Drive, Kaysville, Utah), a representative of CW Urban, addressed the Commission. This was originally submitted in 2023. The Council saw this last year and wanted CW Urban to work with Tod Jones, the property owner there, to make a great mixed-use area. It is a collaboration between CW Urban, who owns 5 acres, and Jones, who owns an additional 5 acres. These were the two properties in the area that do not yet have entitlements. The developer does plan to continue the trail that is there, too, and make it available to the public. They want to encourage connectivity via trails from that curve in Burke Lane to the new City Park.

Commissioner Joey Hansen asked if the City would be responsible for maintenance of said-trail; CW Urban noted that they are happy to work out an appropriate solution. They are willing to dedicate the trail to the City.

Community Development Director David Petersen noted how the trails work now, the transportation plan and also the future greenway that is being installed in future developments and with that – how they would connect. The City doesn't want mixed use areas totally overrun by residential uses. Typically 60% of the development is not residential. This project is surrounded by Weber State University, Lifetime, a commercial node, and more proposed commercial uses.

Commissioner Kristen Sherlock questioned what the gray area is on the concept plan. The answer right now is the developer unsure but are committed to ensure a commercial area. They have non-disclosure agreements (NDAs) with two companies right now and are unable to talk about it further. She likes seeing the commercial is along Burke, and the residential is further in close to the park. She likes that the proposal is less dense than the original 790 units. Sherlock asked if they would be rentals only, and Chronister responded that they wish to plat all townhomes separately so they can be sold individually. However, if the owner chooses to rent it out, that is their decision.

Chronister said off Maker Way there are two points of ingress/egress, with an additional one up top for the drive-thru restaurants. They want to make sure the traffic flows and works. Vice Chair Frank Adams doesn't want to see traffic backed up on the public road while trying to get to the drive-thrus. Regarding Cook Lane, a through from Maker to Park Lane, Chronister said he understands that the City has funds in an escrow account to install a culvert and bridge to go over Shephard Creek. That actual construction would be included in the developer's scope of work, and it would be a priority to



get it installed. Adams asked if Chronister if he was O.K. with obtaining a traffic study regarding the restaurants. Chronister indicated that they have no issue with that. Chronister also noted that if the townhomes are rented, it would be professionally managed by a property management company and if they are for sale, a Homeowner's Association (HOA). Chronister understands their responsibility to provide moderate-income housing.

Commissioner Tyler Turner asked about a timeline. Chronister hopes to have a tentative start for construction for Quarter 2/Quarter 3 of this year, depending on markets, approvals, etc.

Chair John David Mortensen asked why the Commission has not been able to see the Development Agreement yet. Chronister noted that working with multiple property owners is one aspect but also, the applicant wanted to gain a concept idea if this was a project the Commission would like to see and/or receive any feedback. It is in mature draft form, so is close to being ready. Mortensen asked about the drive thrus and if they have tenants yet. They do not right now, but Chronister noted that they intend to make it nice and shield it with landscaping and a pergola. They will be intentional about separating the street from the drive-thru lanes, much like the nearby McDonald's and Sticky Bird.

Commissioner Joey Hansen asked about the BBQ area. The developers intend to have the green space be a quasi-public area, used by those who are using the public trail. For the BBQ pits etc., they are intending that to be used for the residents of that project since they do not have a yard. It will not be fenced in, so it won't be a private space. Behind the existing tree line, the space between the trail and water will be public space.

John David Mortensen opened and closed the public hearing at 7:49 pm due to no comments received.

Chair Mortensen opened the time to talk amongst the Commission, going in order of seating.

Turner noted he wants to see a traffic study and he would prefer ownership versus rentals only. He wants time to review the proposed agreement.

Hansen said that he wants to know who is maintaining the trails.

Vice Chair Adams would like to see this tabled so they can obtain information such as traffic studies, etc. He is curious about the traffic patterns for the drive-thru restaurants. He would like to see the Development Agreement, and know the plans for moderate-income housing. He thinks a lot of the proposed nine substantial conditions would be eliminated if this was tabled. He also asked about speed bumps on Cook Lane, which is public, and Gibson indicated Public Works could be consulted on that.

Sherlock said she likes a lot about this project such as the concept of the BBQ area, but ambiguity should be eliminated regarding the concern of "is this public or private for residents only?" She would also like to know if this is for purchase or rental. She mentioned she wanted more information on the drive-thru also.

Kalakis has a concern about the area between Cook Lane and the townhomes. Would this be the "front" yard, backyard, drive ways, with sidewalks and a fence, etc. The developer said it would have a park strip and sidewalk, being considered the front yard of the townhomes.

Chair Mortenson said that he is interested in moderate income housing, the Development Agreement, and drive-thru flow. He said he likes it, and residential near a park is complimentary. He is interested in the commercial aspect. He would like the townhomes to be purchasable. He just wants to see the details, but understands those are being worked through. Mortensen said that he, too, would probably like to see this tabled.

**MOTION**

Frank Adams made a motion that the Planning Commission **TABLE** this item for consideration at a future meeting to allow review of a proposed agreement and to see any changes discussed by the Commission. **The commission would like to see when the applicant returns, at minimum:**

- Development Agreement
- Traffic pattern study for residential and commercial pads
- Address how the trail would be maintained
- Disclosure of future commercial tenants, or type of tenants, if possible considering NDA
- HOA or Property Management – i.e. rental or ownership?

Kristen Sherlock seconded the motion, which was unanimously approved.

Chair John David Mortensen	X Aye ___Nay
Vice Chair Frank Adams	X Aye ___Nay
Commissioner Tyler Turner	X Aye ___Nay
Commissioner Joey Hansen	X Aye ___Nay
Commissioner Kristen Sherlock	X Aye ___Nay
Commissioner George Kalakis	X Aye ___Nay

**Item #3 – Tucker Nipko – Applicant is requesting Concept Site Plan approval for a proposed Medical Office Building covering 1.16 acres at approximately 775 N. Innovator Drive, in the OMU (Office Mixed Use) zone (SP-1-24).**

Commissioner Barlow rejoined the meeting. Gibson presented this item. This property is the northeast corner off Innovator Drive, north of Burke Lane. The City has previously approved a Project Master Plan (PMP) for the subject property and the subdivision plat for the site of the proposed office building. The PMP and applicable Development Agreement for this property allowed for residential development on Lot 2 in the form of townhomes and a large apartment building. Lot 1, on which this proposal is located, was identified for non-residential uses as permitted in the OMU zone including commercial and hotel uses.

Section 11-18-050 identifies uses permitted in the OMU zoning district. Among the permitted uses are “Business, professional offices, outpatient medical facilities.” The applicant has submitted a proposal for a new three-story office building, identifying it as a medical office building. Conversations with City Staff indicate that medical users are most likely to occupy the space, with the possibility of other professional office users. The current proposal does not have specific tenants slated to use the building, as is evident in the provided floor plan. Essentially the applicant would look to build the building shell and later finish tenant specific improvements based on their needs. It could host legal, business, insurance, or medical tenants.

While the proposed use is already allowed in the zone, the site plan review is subject to approval by the Planning Commission due to the size of the building (11-18-070 4a1). The review of the site plan is an administrative action where the Planning Commission is determining whether or not the project meets applicable standards. While the residential development is subject to specific size and height

controls in the applicable Development Agreement, the non-residential lot where this building is proposed is not restricted beyond the regulations of the OMU zone and other site design requirements of the city ordinance.

The proposed building fronts Innovator Drive (1525 West) with parking to the rear and side of the building to the west and north. The building has a 12,000 square foot footprint and is three stories tall, for a total of 36,000 square feet of office space. It essentially looks like the Arbinger Building, the office building close to the Red Barn site. The lot that the building is located on includes 78 parking stalls. Access in and out of the property as well as utility service has been previously approved and accounted for with the subdivision approvals given to the site.

Following are the design requirements as reviewed by City Staff for the consideration of the Planning Commission:

**Use:** Permitted by OMU zoning 11-18-050 – **COMPLIES**

**Height:** Maximum allowed – 6 stories per 11-18-060 A; requested 3 stories – **COMPLIES**

**Siting:** Building required to address the street – **COMPLIES**

Building within 20 feet of sidewalk – **COMPLIES**

Side Setback minimum – 0' – actual is 5' or greater - **COMPLIES**

Rear Setback minimum – 10' – actual is 90' or greater – **COMPLIES**

Lot frontage minimum - 60% - Building covers 60%- **COMPLIES**

Building within 20 feet of sidewalk 75% – as proposed 43% - **REQUIRES PC APPROVAL**

- Average distance based on curve of lot would place more than 75% of building with RBR
  - o Planning Commission may approve as designed or require change.
  - o May need to include 11-18-070 (3) courtyard or entryway features to door which currently faces east. THIS CAN BE MET WITH UPDATED PLANS TO BE VERIFIED AT FINAL SITE PLAN APPROVAL.

Open Space minimum 10% - 21% provided - **COMPLIES**

**Parking:** Required parking - Office – 3 parking spaces/1,000 square feet – Medical 6/1,000 (a higher rate based on projected use) – 78 stalls provided on site. Access to 69 additional stalls per shared parking agreement with the Trail property to the west. An office and apartment building are compatible for a shared parking arrangement, as more parking is needed in the daytime by the office use, and alternately more parking is needed in the evening by the residential use. With the addition of the shared parking stalls, the total 147 stalls would equate to 4 parking stalls/1,000 square feet. **REQUIRES PC APPROVAL**

- Review by the City's traffic engineer indicated that access to 165 stalls under the shared parking scenario (18 more than currently contemplated would be ideal). The proposed allocation may work, but would benefit from time-limited parking for the residence in the shared parking area. i.e.: "2-hour parking limit for residents and their guest between 8am and 5pm Monday through Friday."
- Planning Commission may approve shared parking and can accept parking ratios or may require additional parking or deny shared parking use.

**Parking Analysis:** Urban Land Institute (ULI) Shared Parking Model assessment, based on proposed used below:

**Residential:** Apartment Building and Townhomes:

29 – studio / 185 - 1 bdrm / 169 - 2 bdrm / 34 - 3 bdrm (includes the townhomes)

407 total residential units

**Medical Office Building = 36k sf**

**Total planned parking spaces - +/-856**

**Apartment building structured parking garage = +/-553 spaces (4 levels)**

**Apartments and townhomes surface parking = +/-154**

**Medical office surface parking = +/-78 spaces**

**Shared surface parking (Apart + Med Office) = +/-71 spaces**

**\*\*The surface parking count came from count of spaces on the overall site plan.**

**Summary: Total parking on site for both residential and office use is adequate. The opinion of the traffic engineer is that parking provided for medical office site with shared parking is O.K. as provided; it may be worth adding a few additional parking stalls to the shared arrangement, or putting time limited parking in place.**

**Gibson said the proposal clearly meets requirements for the OMU zone. The City likes to see buildings, rather than parking lots. The Commission can expect to see this again. Staff will complete a full technical review and analysis in the future.**

**Colby Anderson (2176 W. 800 S., Layton) representing CIR Civil Engineering, addressed the Commission. The proposal is in line with the master plan.**

**Commissioner Turner clarified if the Commission would see this if it weren't for the parking questions and building within 20 feet of the sidewalk. Gibson answered yes, but only as a final site plan, as the square footage is over 30,000.**

**Vice Chair Frank Adams mentioned the elevator and one bathroom, and asked if there was a possibility of adding another bathroom if needed. Anderson said bathroom facilities could be added. Adams said he is concerned with parking, and asked if there is room to add 18 more stalls. Anderson said he is worried about having enough room to add that many more stalls. The tenant mix could affect how many stalls are needed. Fewer medical uses would result in the need for fewer parking stalls. A smaller building could be possible, but it may not pencil financially. He has developed these kinds of buildings in other cities in the past, and they have never had a problem with parking.**

**Adams also asked timeline for full occupancy, but Anderson also cannot speak to who the tenants are who have shown interest but hoping to have it quickly after construction is complete. One is an architecture firm, which is a non-medical use. Their timeline has to fall in line with that of their neighbor. He predicts this will fill up quickly. Adams worries about shared spaces and how to enforce it. The study on parking is based on people traveling to work and returning to park at night. But public transportation nearby could affect that study. Gibson would like to lean on the expertise of the traffic engineer, who is very familiar with the nuances of this site. The landscaping plan should be water-efficient. Commissioners would like to see large trees, if possible. Anderson said they have already taken that into account, which will be evident once they share their detailed landscaping plan in the near future.**

**Commissioner Sherlock asked if there would be any allowed on-street parking. Gibson said yes, but the parking stalls should be used first and on-street parking may be limited to about eight more stalls.**

**MOTION**

Samuel Barlow made a motion that the Planning Commission approve the schematic site plan subject to all applicable Farmington City development standards and ordinances and the following Conditions 1-6:

1. Parking shall be permitted as shown so long as a shared parking agreement between Evergreen Development or the residential development to the west is recorded against the properties allotting a minimum of 69 additional parking stalls for use of the office site.
2. Parking within the shared parking area must be restricted to limit parking for residents and their guests to only 2 hours from 8am to 5pm Monday through Friday.
3. The east side entry shall be enhanced to qualify as a courtyard or entryway feature (include planter boxes, seating, art, enhanced landscaping, etc.). Details shall be included on the final site plan.
4. Final site plan shall demonstrate compliance with water efficient landscaping standards.
5. Final site plan is required to include Chapter 18 requirements regarding street furniture, bicycle racks, benches, street trees, and other items as listed in the ordinance, which may not be listed here.
6. Before returning to the Planning Commission for final site plan approval, the site plan shall address all findings and comments of the Development Review Committee (DRC).

**Findings 1-4:**

1. The proposed use and site plan is consistent and compliant with the existing approved Project Master Plan and applicable Development Agreement.
2. With the proposed conditions, the site plan is compliant with applicable regulations of the OMU zoning district and Farmington City Site Development Standards at a concept level.
3. The amount of detail provided indicates that few changes if any may occur with final site plan.
4. The Park functions as a key element in the North Station Area Master Plan, including the greenway design that begins in the north at Spring Creek and ends with the Park.

**Supplemental Information 1-7:**

1. Vicinity Map showing nearby future development
2. Approved PMP
3. Concept Landscape Plan
4. Site Plan
5. Floor Plans
6. Building Elevations
7. Building Renderings

Kiersten Sherlock seconded the motion, which was unanimously approved.

Chair John David Mortensen	X Aye ____Nay
Vice Chair Frank Adams	X Aye ____Nay
Commissioner Samuel Barlow	X Aye ____Nay
Commissioner Tyler Turner	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner George Kalakis	X Aye ____Nay

**ZONE TEXT AMENDMENTS**

**Item #4 Farmington City – Applicant is requesting additional text and amendments Chapter 11-35, HOME OCCUPATION, of Title 11, ZONING REGULATIONS. The amendments are proposed to remove a conflict between City ordinance and State code regarding regulation of firearms, to clarify the residency requirement for operation of a home occupation, and to change the consideration of preschool, daycare, and small classes from a conditional use to a permitted use (ZT-2-24). – PUBLIC HEARING**

Gibson presented this agenda item. This is a true legislative act for the Commission's consideration. A previous item brought before the Commission spurred consideration of this amendment. Staff brought this forward at the Commission's recommendation.

The State of Utah has previously adopted statutes related to the control and sale of firearms. [Utah Code 76-10-500 \(3\)](#) states:

- (3) Except as specifically provided by state law, a local or state governmental entity may not:***
- (a) prohibit an individual from owning, possessing, purchasing, selling, transferring, transporting, or keeping any firearm at the individual's place of residence, property, business, or in any vehicle lawfully in the individual's possession or lawfully under the individual's control; or***
  
  - (b) require an individual to have a permit or license to purchase, own, possess, transport, or keep a firearm.***

In considering requests to license home businesses, City staff has discovered a conflict in our local ordinances with the provision above. [Farmington City Municipal Code Section 11-35-030 \(O\)](#) includes a list of prohibits uses which states:

- O. Prohibited Uses: The following uses, among others, shall not be allowed as home occupations:***
- 1. Barbershops and beauty salons, except for a barber or beautician who has no assistants and sells no products, except their skilled services;***
  - 2. Kennels or animal hospitals;***
  - 3. Commercial stables;***
  - 4. Restaurants;***
  - 5. Sale or repair of firearms;***
  - 6. Repair shops or service establishments, except for the repair of electrical appliances, typewriters, televisions, cameras or other similar small items.***

The proposed zone text amendment will remove the prohibition on the sale or repair of firearms to maintain compliance and consistency with applicable State statutes.

In addition to the removal of the prohibition regarding firearms, the proposed zone text amendment seeks to clarify the relationship of the business location related to the business owner's place of residence. A recent application considered whether or not a property owner could operate a business from another residential property on an adjacent lot which they also owned. It has been the course of operation by the City for years to only issue a license to a home occupation at the business owner's place of residence. However, it has become apparent that the language in the code could be clearer to further enforce this way of regulating business. Proposed tonight is the language, "A home occupation must be owned and managed and all business by a bona fide resident of the parcel where the license is sought. A home occupation may not be operated on a property other than the owner's residence."

Finally, a “best practice” for allowed uses is to find conditional uses to which known standards can be applied and make them permitted uses. To this end, Staff is proposing that preschools and home daycare uses be moved from conditional use to the permitted use category. Currently a daycare, preschool, or small class with 8 or less students is allowed as a permitted use. Larger groups up to 16 individuals require conditional use approval. Requests for these types of businesses have been infrequent in recent years, but the business model and impacts are understood well enough that the conditions tend to be the same with each application, primarily related to management of traffic with drop-off and pick-up times.

Adams asked if the burden of enforcement for firearms, etc., would fall to the state and federal entities, not the City. City Attorney Paul Roberts said the burden is on the applicant to prove they are compliant. The only time the City would become involved is if the Police were called about a violation or investigation.

John David Mortensen opened and closed the public hearing at 8:31 pm due to no comments received.

Adams said that because the day care requirements will now be more user friendly, the City may actually get more in the future. It can be daunting to come before the Commission to ask for permission, compared to getting it all handled with Staff. Gibson said there is some truth to that. If the applicant wanted to have more than eight children in the day care, past language required them to come before the Commission. The proposed language would bring the City current with State laws of 16 children to one adult in order to get a business license. No matter how many children are in the day care, a traffic plan is required.

**MOTION**

Tyler Turner motioned that the Planning Commission recommend the enclosed ordinance to the Farmington City Council.

**Findings 1-2:**

1. The proposed text amendments to the city ordinance clarify bring eliminate a conflict with applicable provisions in State Code.
2. As proposed, the proposed changes reflect what staff believes was the intended direction of previous city councils in clarifying the relationship of a home occupation to the resident of a property.

**Supplemental Information**

**Draft Changes to Chapter 11-35.**

Joey Hansen seconded the motion, which was unanimously approved.

Chair John David Mortensen	X Aye ____Nay
Vice Chair Frank Adams	X Aye ____Nay
Commissioner Samuel Barlow	X Aye ____Nay
Commissioner Tyler Turner	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner George Kalakis	X Aye ____Nay

**OTHER BUSINESS**

**Item #5 – Miscellaneous, correspondence, etc.**

**a. Minutes Approval from January 4, 2024**

**i. Samuel Barlow made a motion to approve the minutes. Frank Adams seconded the motion.**

Chair John David Mortensen	X Aye	___ Nay
Vice Chair Frank Adams	X Aye	___ Nay
Commissioner Samuel Barlow	X Aye	___ Nay
Commissioner Tyler Turner	X Aye	___ Nay
Commissioner Joey Hansen	X Aye	___ Nay
Commissioner Kristen Sherlock	X Aye	___ Nay
Commissioner George Kalakis	X Aye	___ Nay

**b. City Council Report from January 16, 2024, and February 6, 2024**

**i. Gibson gave a brief discussion to the last two Council meetings. City Council approved the alternate lot size zone text amendment and also a contract for the consultant for the General Plan Update. With that, typically one or two Commissioners, as stake holders, would attend meetings with Staff regarding this. There will be public open houses and meetings for the community. The proposed General Plan update will come before the Commission for their recommendation to the Council.**

**c. Decision to Reconsider – Application C.12.23**

**i. Gibson specified that this item is a past approval of a home occupation from a previous Commission meeting. It is storage in a garage that is adjacent to their home. The decision to reconsider would be needed in tonight’s meeting if there is enough interest to do so. Mortensen asked the Commission if there were any Commissioners who wanted to open this item back up for discussion. Due to lack of a motion, there is no reason to re-open this item. The item will stand as previously approved.**

**ADJOURNMENT**

**Tyler Turner motioned to adjourn at 8:48 pm.**

Chair John David Mortensen	X Aye	___ Nay
Vice Chair Frank Adams	X Aye	___ Nay
Commissioner Samuel Barlow	X Aye	___ Nay
Commissioner Tyler Turner	X Aye	___ Nay
Commissioner Joey Hansen	X Aye	___ Nay
Commissioner Kristen Sherlock	X Aye	___ Nay
Commissioner George Kalakis	X Aye	___ Nay

**John David Mortensen, Chair**



### CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, February 20, 2024** 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.**

- Parking Sign Discussion
- Historic Landmark District Update
- Discussion of regular session items upon request

#### **REGULAR SESSION – 7:00 p.m.**

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

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

##### **PRESENTATIONS:**

- Legally Blonde Jr Performance

##### **BUSINESS:**

- Zone Text Amendments – Updating Provisions Related to Home Occupations

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

1. Plat Amendment - Hidden Farm Estates
2. Approval of Minutes for 02.06.24

##### **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 February 15, 2024*



# Farmington City Planning Commission Staff Report February 22, 2024

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## Item 6c: Planning Commission Rules of Order—Proposed Changes to a Motion to Reconsider

Public Hearing: No  
Application No.: N/A  
Applicant: Farmington City

Request: *Recommendation to update the Planning Commission Rules of Order by amending the Motion to Reconsider rule.*

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### Background

Planning Commission organization and procedure standards are set forth in Section 11-3-030 of the Zoning Ordinance. Subparagraph B of this section provides the following:

Rules: The Planning Commission may adopt reasonable policies and procedures for governing the conduct of its meetings, the processing of applications, and for any other purposes considered necessary for the functioning of the Planning Commission. Such policies and procedures shall be approved by the City Council before taking effect.

The Farmington City Planning Commission Rules of Order were adopted by the City in December of 1989 and revised on February 17, 2022. This document includes: I. General Provisions; II. Motions; and III. Adjournment. The Motion to Reconsider rule is in sub-paragraph 7. of Section II. (see suggested motion below).

### Suggested Motion

Move the Planning Commission recommend that the City Council amend the Motion to Reconsider rule included in paragraph 7 of Section II of the Farmington City Planning Commission Rules of Order as follows:

- Motion to Reconsider** – A motion **for reconsideration** is required to call back for further consideration by the Commission any action taken: **(1)** in the same meeting, or **(2) with the consent of the applicant**, in the immediately preceding meeting, ~~for the purpose of reconsidering a motion~~. If it is determined by the Commission that the motion should stand as previously approved, no formal vote is necessary. If the former motion is to be amended or rescinded, the motion shall be put to a formal vote of the Commission.

Findings:

Often upon obtaining a land use entitlement from the Planning Commission an applicant immediately proceeds forward with such things as securing financing for a project, closing on a property purchase, arranging necessary resources (including entering into contracts to construct improvements for the development), etc. Uncertainty is introduced to the process if the Planning Commission is able to reconsider a motion in a subsequent meeting without the consent of the applicant/property owner. The proposed amendment to the Motion to Reconsider rule resolves this uncertainty.