



160 SOUTH MAIN  
FARMINGTON, UT 84025  
FARMINGTON.UTAH.GOV

## CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, April 9, 2024** at City Hall 160 South Main, Farmington, Utah. Shoot with Police Department at the Bountiful Lions Range 1350 N Skyline Dr, Bountiful at 4:00 pm. 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)

### **SHOOT WITH POLICE DEPARTMENT – 4:00 p.m.**

#### **WORK SESSION – 6:00 p.m.**

- Davis County Prosecutor, David Cole
- I-15 Widening and historic resource discussion
- Discussion of regular session items upon request

#### **REGULAR SESSION – 7:00 p.m.**

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

- Invocation – Amy Shumway, Councilmember
- Pledge of Allegiance – Brigham Mellor, City Manager

#### **PRESENTATIONS:**

- Allison Dunn will recognize Tyler Gee and Devin Ruston as URPA volunteers of the year
- Recognition of Cannon Christiansen, Student of the Month **6**

#### **PUBLIC HEARING:**

- Consideration of an Agreement for exceptions which would accommodate a landscape yard as a home business. **6**

#### **BUSINESS:**

- Alternative Approval Process, Enactment of a new Section for Chapter 20, Neighborhood Mixed Use **33**
- Requirement to install rapid access key boxes for qualified structures within Farmington City **39**
- The Charlotte – PMP/DA, Schematic Subdivision, Schematic Site Plan. **45**

#### **SUMMARY ACTION:**

- Contract modification for Blu Line Designs **103**
- Amendments to Chapter 3-2 related to deputy department heads and a deputy finance director **119**
- PUD Planned Unit Development Master Plan Process Changes **124**
- Consolidated Fee Schedule Amendment **129**
- Surplus of Parcel 070280079 approximately 0.24 acres **131**
- Correction of Ordinance 2023-21 **137**
- Approval of Minutes for 03.19.24 **141**

#### **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 April 4, 2024*

# CITY COUNCIL AGENDA



## PRESENTATIONS

- Allison Dunn will recognize Tyler Gee and Devin Ruston as URPA volunteers of the year
- Recognition of Cannon Christiansen, Student of the Month

Farmington City Student of the Month  
Cannon Christiansen



Cannon is an exceptional member of the Youth city council and has proven himself time and time again. He is one of the first to sign up for service opportunities, and is the first to ask if he can help with any set up or take down at our events. Cannon is kind, dependable, and exemplifies great leadership in all that.

# CITY COUNCIL AGENDA



## PUBLIC HEARING

AGENDA TITLE: Consideration of an Agreement for exceptions which would accommodate a landscape yard as a home business

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: April 9, 2024

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 4/9/2024  
**Subject:** Consideration of an agreement for exceptions which would accommodate a landscape yard as a home business. (Z-1-24)

### RECOMMENDATION FROM PLANNING COMMISSION:

Move the City Council deny the included Agreement for Exceptions to accommodate a home-based business.\*

### Findings:

1. Granting exemptions to standard requirements at this property or inconsistent with the Home Occupation Ordinance and recent legislation solidifying the connection of a Home Occupation to the property that the business owner lives at.

\*Note: The Planning Commission seemed to support the idea of a landscape yard at this location, but felt the process that was selected to support it was inappropriate.

### BACKGROUND

The applicant is looking for approval of an agreement which would grant exemptions from certain regulations of Chapter 11-35, HOME OCCUPATION. The exemptions are being sought as outlined in Section 11-35-050 (E) in order to accommodate a desired landscape yard on a property north of and adjacent to the owner's home (part of parcel ID 08-082-0003). The applicant is Jonathan Miller who resides at 818 South Shirley Rae Drive.

The applicant, Mr. Miller, lives at 818 S Shirley Rae Drive. The property directly to the north of him is available from UDOT as surplus property from the West Davis Highway construction project. The available property is 0.86 acres in size.

While the property is part of the A zone which requires that a standard parcel be 2 acres in size, the remaining property from the larger piece that UDOT built a road through may be viable for a home one day and combining it with the applicant's current property may negate or complicate that option in the future.

There are 2 main items of consideration with the agreement under consideration as to why the agreement is necessary:

**1. Use of Land:**

The applicant is interested in purchasing the property to use as a landscape yard at least for the foreseeable future. More specifically this landscape yard would have materials bins for soils or groundcover. Additional details provided by the applicant included with this report.

The current zoning limits the type of business activity to Agriculture (which is defined as "A farming activity limited to the tilling of the soil, the raising of crops, horticulture and gardening." Class C animals, which per 11-29-030 are "animals of every size, type or kind kept or maintained for commercial purposes.", and Home Occupations as outlined in 11-35-040.

The applicant is seeking consideration as a Home Occupation with exemptions.

**2. Use of Adjacent Property:**

Recently, the City clarified the residency requirement for a Home Occupation with the following language.

- A. Residency: A home occupation must be owned and managed and all business conducted 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.*

The business activity in this instance would be occurring on a property other than the owner's residence.

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

**The City Council should consider how well the terms of the Agreement work at this location and in consideration of the city's [General Plan](#).**

**The Planning Commission expressed their general support for the use of the property, but indicated that they felt an exception was the wrong mechanism for considering the proposal primarily due to its feelings that the exemption did not match the purpose of a Home Occupation.**

**For reference, the purpose of the Home Occupation Chapter is cited below:**

**11-35-010: PURPOSE:**

A. It is the purpose of this chapter to establish guidelines, conditions and requirements for limited nonagricultural business activities in residential and agricultural zones. For the purpose of this chapter, "home occupation" is defined as an occupation or profession in which the associated activity or use is clearly incidental and secondary to the residential use of a dwelling unit, there is no alteration to the exterior of the dwelling unit to accommodate the occupation or profession, and such occupation or profession does not adversely affect the residential character of the surrounding neighborhood. A home occupation should be conducted in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.

B. It is recognized that home occupations may be desirable to reduce "start up" costs for small businesses and to provide gainful employment within the community. However, if a home occupation grows to the point, or is conducted in such a manner, that the conditions of this chapter are not met, the home occupation shall cease and any continuing business shall be moved to an appropriate location in a commercial zone.

**Alternate means for consideration of the use are effectively rezoning the property by either considering a new zoning district such as the LM&B district or perhaps under the premise of a rezone the consideration of using the AP District Overlay. The purpose of an AP District is cited below for reference. The**



**standards and requirements for consideration are similar but more stringent than what has been provided with the Exemption Agreement.**

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

The purposes of the AP District are:

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

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

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

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

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

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

**Example of more stringent requirements:**

**11-27B-030: A.** A General Development Plan (GDP) and Development Agreement (DA) must accompany an application for an AP-District rezone request and shall be submitted by the property owner or an authorized representative

1. - All GDPs shall be prepared by a licensed/certified professional, such as an architect, landscape architect, planner, engineer, surveyor, etc.

**Respectfully submitted,**



**Lyle Gibson  
Assistant Community Development Director**

**Review and concur,**



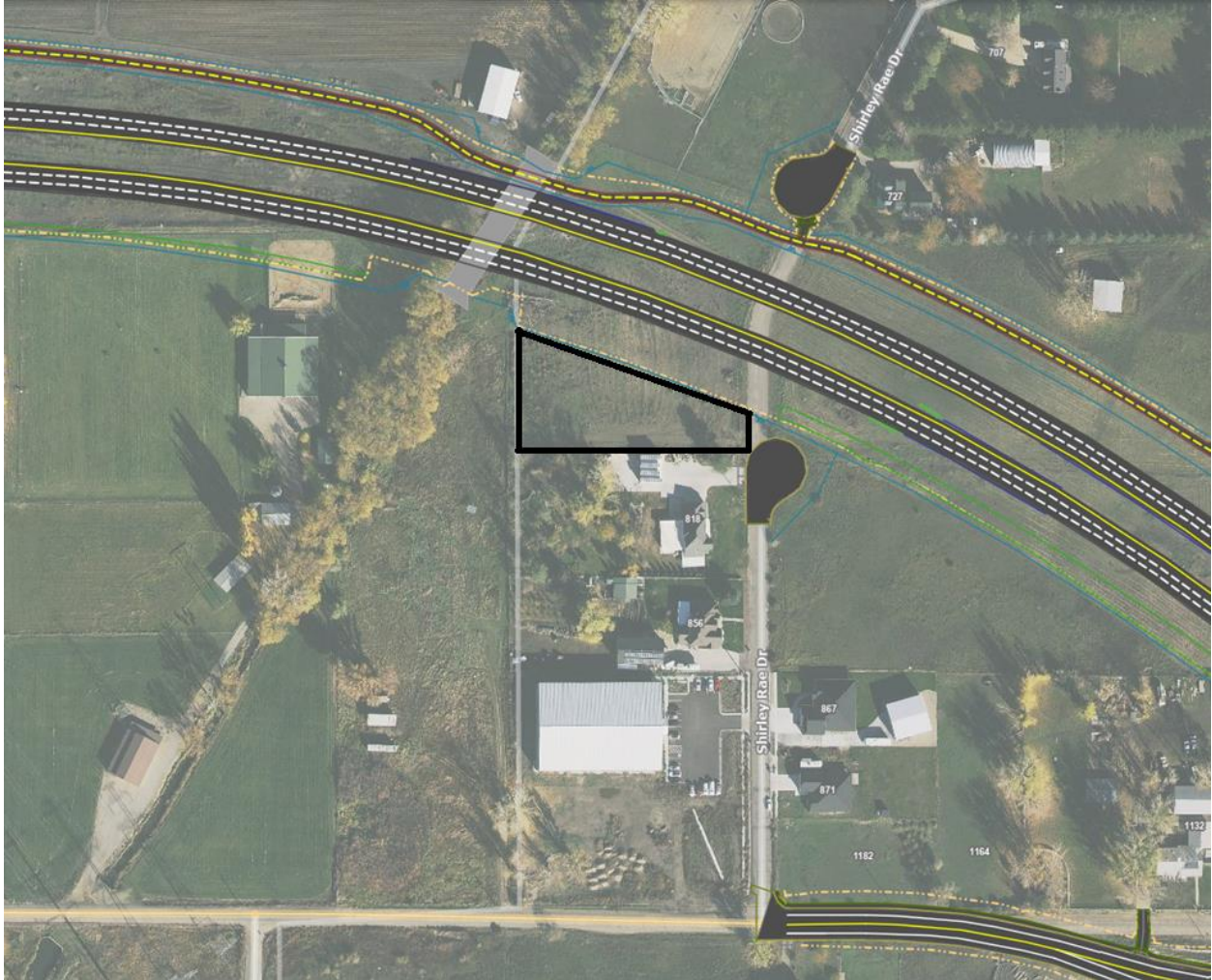
**Brigham Mellor  
City Manager**

**Supplemental Information**

- 1. Maps and images of the site**
- 2. Site plan**
- 3. Proposal details from the applicant**
- 4. Draft Agreement**

772 South Shirley Rae Drive

Ariel View from UDOT's West Davis Corridor Construction Map with site property highlighted in black.



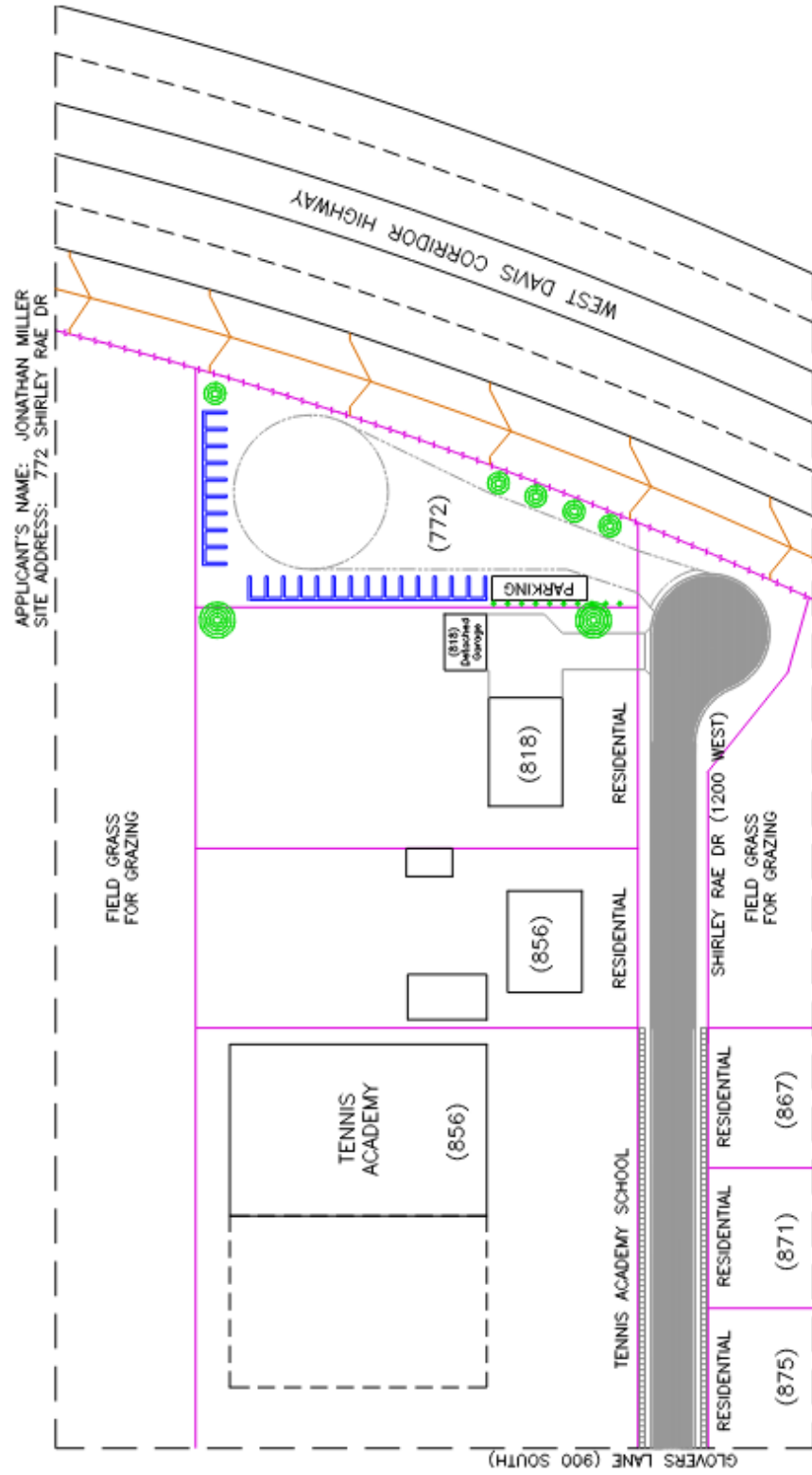
Ariel photos of property taken by UDOT for land auction:



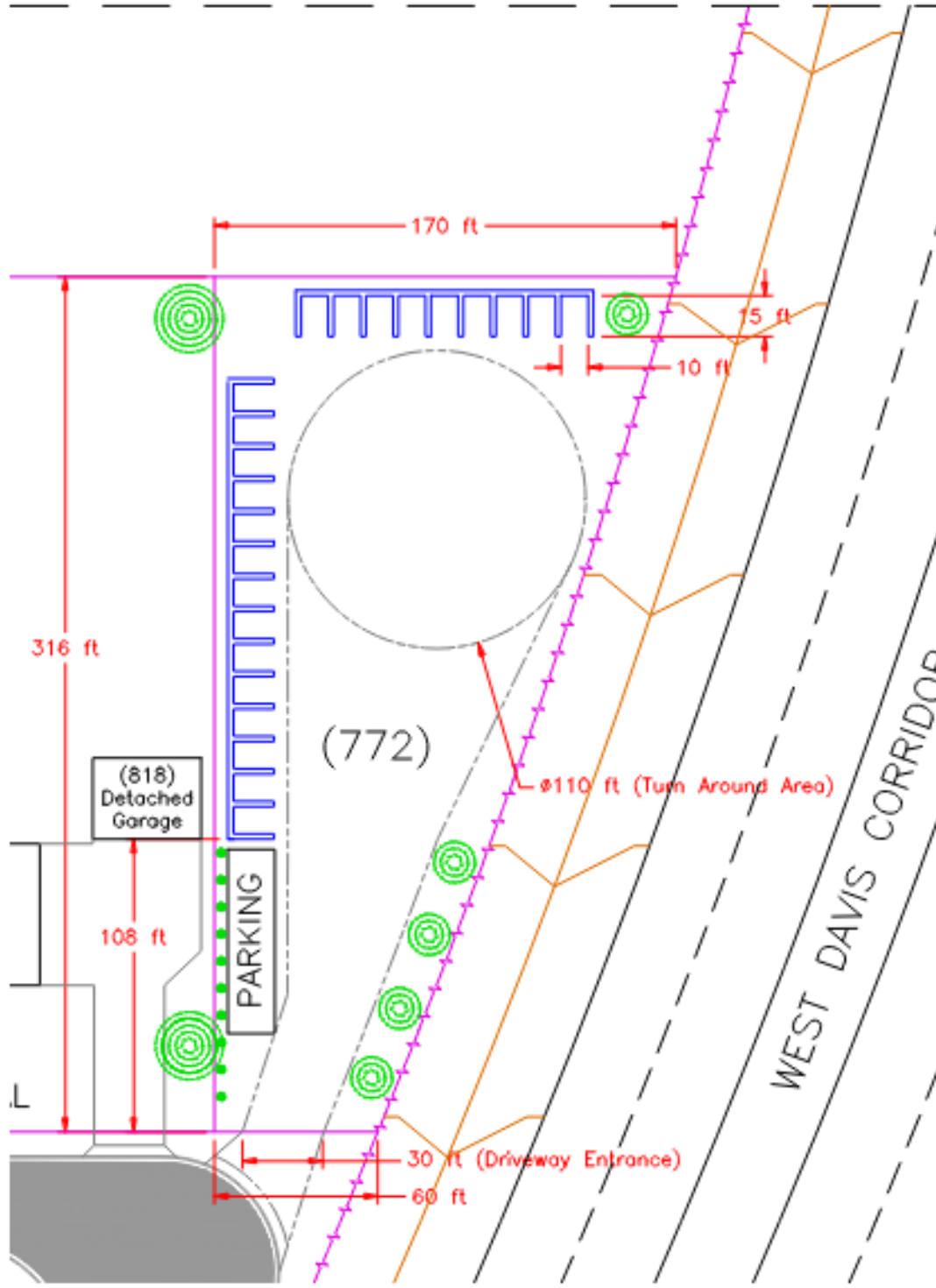




# Site Plans



APPLICANT'S NAME: JONATHAN MILLER  
SITE ADDRESS: 772 SHIRLEY RAE DR



## Proposal details from the applicant:



### Request:

This property is currently zoned “A” for “Agricultural” and I am requesting an Exception in order to operate a seasonal “Home Occupation” landscaping supply business on this property to sell decorative rock, cobble, gravel, bark, mulch, etc. to both wholesale (e.g. landscaping contractors) and retail customers (e.g. home owners).

### Background:

The recent housing boom and especially the completion of the new West Davis Corridor, Highway 177, have significantly impacted the southwest portion of Farmington City. What not many years ago was a quiet agricultural area, with large equestrian lots, grazing lands, farms, and country homes, has given way to sprawling subdivisions of houses with an urban style freeway. These changes have significantly impacted land values and property taxes, which have made the previous style of living more difficult without adaptations. These land-use changes have caused me to re-evaluate how to use my land to better serve the changing community around me while holding onto the reasons I moved here.

### Property Use Proposal:

The operation of a seasonal landscaping supply business is very similar to an agricultural farm operation except that the natural earth products that I will be selling are not produced on this property. I own and reside at the adjacent property to the south. For farm operations, city ordinance allows for “fruit and vegetable stands for sale of produce grown on the premises” without the requirement of that property having to be the farmer’s residence. I acknowledge that this does not directly apply to my business, but in a similar fashion, I would like to sell my natural earth products on the property adjacent to mine without combining the two lots into one. The unique reason for this request is that this property could be allowed to become a building lot in the future, under a “grandfather type clause” even though it doesn’t meet the minimum frontage requirement due to UDOT’s alteration of the original lot to build the West Davis Corridor. If the two lots are required to be joined together in order to have this zoning exception granted, I will lose this potential benefit, that will in turn dramatically affect the short-term resale of the land if the business proposal does not work out as planned due to factors that are dependent upon me and others that are out of my control like changes in the economy, public views on



water usage for landscaping, etc. As alluded to in the background section, additional land would become a financial burden to me in our changing city if I am not able to use it to generate a profit or at least break-even.

The picture below provides a visual image of what I anticipate my business will look like to travelers on the West Davis Corridor. The site plan drawing depicts my anticipated layout with 20+ material storage bins that are approximately 10 feet wide and 15 feet deep. They will be neatly constructed out of pre-formed cement interlocking blocks that are approximately 2 feet wide by 6 feet long by 2 feet tall. This will provide a crisp clean look that will keep the yard organized. In addition, this style of construction is durable but does not require permanent structures, which reduces the investment costs and make any different use of the property in the future more feasible without the cost of removing cement bins. I anticipate that bins will be only needed to be constructed 3 blocks or 6 feet high (as shown in the photo below of the American Stone supply yard located on frontage road west of I-15 in Sunset, UT), but 4 blocks may be needed. As with any business starting out, I plan to start with less bins and then increase the variety of materials offered as the business grows.



### Landscaping & Curb Appeal:

The site plans show some basic landscaping ideas with trees and bushes to help make the business look more attractive from the highway and also shield it from view from surrounding properties. The bins will be set back from the road equal to or further west of the front of my adjacent detached garage to the south, as shown in the site plan.

### Drainage:

The property is not very large and naturally slopes to the north where UDOT has constructed a large drainage ditch for the new highway (as shown in the site plan), so it is not anticipated that any additional drainage infrastructure will be needed.

### Fencing:

The lot is already fully fenced.

## Utilities:

It is not anticipated that any additional utilities will be necessary to add to the property, as the limited needs can be met from my adjacent property. The property does have a secondary water connection.

## Structures:

No buildings or structures are necessary for the operation of this business with my property located next door, other than maybe a carport to park the tractor/loader under.

## Signage:

The location of the property adjacent to the highway provides natural advertising, but a sign (e.g. vinyl banner) attached to the north face of my garage above the material storage bins to advertise the name of the business and contact information is needed. In addition, a small sign at the end of Shirley Rae Dr. to direct customers back into my business is also needed to coincide with my landscaping proposal above.

## Lighting & Security:

The business hours of operation will be during daylight hours, but for security purposes, sufficient lighting provided from my adjacent garage should be adequate. Security cameras may be installed as needed.

## Impact to Neighborhood:

I have already discussed my business proposal with each of my neighbors, except for the owners of the field across the street that was recently acquired from UDOT by FI Land LLC (according to the Davis County parcel map), and all said they could support it. One neighbor was concerned over how much additional traffic the business would bring to Shirley Rae Drive I acknowledge that every change has its impacts, so I have included my proposals below of how to minimize this as much as possible for my friends and neighbors on my road. In addition, the relatively small size of this lot limits the size and growth of the business, effectively minimizing unanticipated future impacts on the few houses between Glovers Lane and the dead end turn-about location of the business.

## Hours of Operation:

This is a seasonal business from March to October. As this is a side business, I anticipate that the business will be open for a limited number of hours between 7am and 5pm on Monday through Friday, with the main focus on Saturday mornings from 8am to noon. Large supply trucks will deliver materials to the site on an occasional basis during normal weekday business hours.

## Noise:

The new West Davis Corridor is now a constant source of noise to the area. I do not anticipate that neighbors will be able to hear any noise generated by the business over what is already being produced by the constant stream of motorcycles, pick-up trucks, cars, and semis on the adjacent highway. In addition, I anticipate using a Tractor/Loader to move product around on the property which provides the operator with full visibility around the vehicle, thus not requiring the use of audible alarms that can become irritating to neighbors, as is a common complaint in regards to the use of skid steers.

### Traffic:

The business will cause an increase in traffic volume to the immediate area. Since Shirley Rae Dr. is now a short dead-end road, speeding vehicles is no longer a concern in this residential area like it was before. In addition, the business is at the end of the road and will have its own parking lot, so as to minimize vehicles parked on the street that would impact the neighborhood. And finally, UDOT upgraded Glovers Lane from Shirley Rae Dr. going east, making the road more suitable to the limited increase in traffic and occasional large delivery trucks of materials.

### Clean Road:

Customers will be reminded to clean off any excess materials off their bumpers and ensure that they are not spilling product onto the road. The property will initially have a gravel driveway to minimize mud/dirt from tracking out onto the road. Upgrades to pavement may be added at a later date.

### Agricultural Zoning Allowable Impacts:

Aside from the accommodations described above, code 11-10-010: D for Agricultural zoning describes normal impacts to the neighborhood due to agricultural operations:

“All lands within agricultural zones are intended, to some extent, for either private or commercial agricultural production, farming, protection of environmentally sensitive areas and/or open space. Owners, occupants and users of these properties, or neighboring properties, may be subjected to inconvenience, discomfort and the possibility of injury to property and health arising from normal and accepted agricultural practices and operations, including, but not limited to, noise, odors, dust, the operation of machinery, including crop dusting aircraft, the storage and disposal of manure, and the application of fertilizers, soil amendments, herbicides and pesticides. Owners, occupants and users of these properties, or neighboring properties, should be prepared to accept such inconveniences, discomfort and possibility of injury from normal agricultural operations and are hereby put on official notice that Utah Code Annotated section 78B-6-1104, as amended, may bar them from obtaining a legal judgment against such normal agricultural operations. (Ord. 1999-17, 4-21-1999; amd. 2016 Code)”

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

**AGREEMENT ESTABLISHING**  
**HOME OCCUPATION EXEMPTIONS**

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **JONATHAN MILLER**, hereinafter referred to as the “Owner.”

**RECITALS:**

A. Owner owns approximately 0.86 acres of land located within the City, which property is more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”).

B. Owner desires to allow for the operation of a business on the Property known as [BUSINESS NAME] (the “Business”). Owner has sought approval of exemptions to the standard regulations for a Home Occupation as found in chapter 11-35 of the Farmington City Municipal Code (FMC). The ability to request an exemption is also outlined in FMC § 11-35-050 (E).

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

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

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

## AGREEMENT

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

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

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

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

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

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

a) **Home Occupation Allowances – Variations From Farmington City Code Section 11-35-030.**

i) **Residency:** The owner of the business and any of its employees must reside either on the Property or within a home on a piece of land adjacent to the Property.

ii) **Display of Products:** Products are limited to landscape material and groundcover such as soil, decorative rock, and mulch. Such products may be displayed in bins as indicated in the General Development Plan in Exhibit “B.”

iii) **Advertising Sign**: One wall sign may be permitted on the Property or the adjacent property. This sign must face north towards Highway 177 (The West Davis Corridor) and may not exceed 32 sq. ft. in size. In addition to the wall sign, one directional or monument style sign not to exceed 4 ft. in height and 16 sq. ft. in size may be placed on the Property to direct traffic into the site.

iv) **Area Usage and Conduct Outside Dwelling**: The business be allowed to be conducted outside of the Owner's dwelling and on the subject property as shown in Exhibit "B."

v) **Vehicle Size**; Parking: One tractor for the purpose of moving and distributing product may be used in conjunction with the home occupation without limitation on vehicle weight and size. Other than delivery vehicles bringing in materials from off-site, all other vehicles used in conjunction with the home occupation shall not exceed a standard one ton rated capacity.

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

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

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

b) **Dust Control**: Owner shall take preventative measure to ensure that dust and material is not blown about during normal operations and in the event of high winds. Necessary measures may include but are not limited to spraying water on materials and protecting bins or materials with tarps or similar coverings.

c) **Landscaping**. Owner shall plant trees as identified in Exhibit "B."

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

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

f) **Business Hours.** Business hours shall be limited to 7am – 5pm, Monday through Friday, and 8am – 12pm on Saturdays.

g) **Deliveries.** No deliveries of materials to the site are permitted outside of the identified business hours.

h) **Noise.** Business vehicles or equipment which require a back-up beeper or vehicle motion alarm is prohibited. Vehicles delivering to the site or customer vehicles are exempt from this requirement.

i) **Site Condition:** The property shall have a drivable surface which will minimize mud/dirt from tracking into the public right of way. Additional measures such as a track pad, wash station, or paved drivable surface may be necessary if use of gravel or initial drive surface is insufficient to keep material from tracking into the public right of way. Owner shall implement such measures upon observation of a need or within 10 days of being notified by the City of the need.

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

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

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

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

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

To Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the City:

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

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

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

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

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



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

**15. Termination.**

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

b) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Business is not licensed within six (6) months from the date of this Agreement or if Owner does not comply with the City's laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement. Such termination may be affected by the City giving written notice of intent to terminate to the Owner. Whereupon, the Owner shall have sixty (60) days during which the Owner shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Owner fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

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

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

**17. General Terms and Conditions.**

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

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

c) **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Owner, or any

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

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

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

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

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

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

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

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

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

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

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

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

**OWNER**  
**Jonathan Miller**

\_\_\_\_\_  
Jonathan Miller

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me, \_\_\_\_\_, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged he executed the same.

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

**FARMINGTON CITY**

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

Attest:

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

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF DAVIS        )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation and political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

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

Approved as to Form:

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

# EXHIBIT "A"

## PROPERTY DESCRIPTION

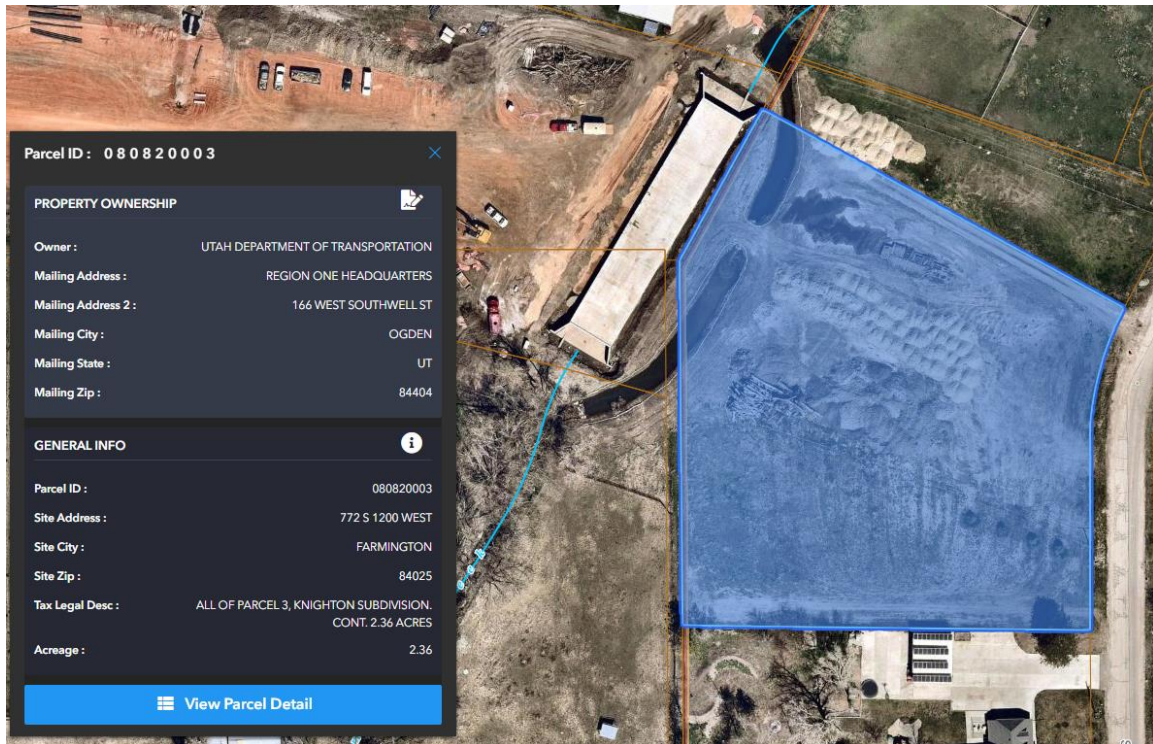
Address: 772 South Shirley Rae Drive (1200 West)

Davis County Parcel No. **08-082-0003**

Legal Description:

**ALL OF PARCEL 3, KNIGHTON SUBDIVISION. CONT. 2.36 ACRES**

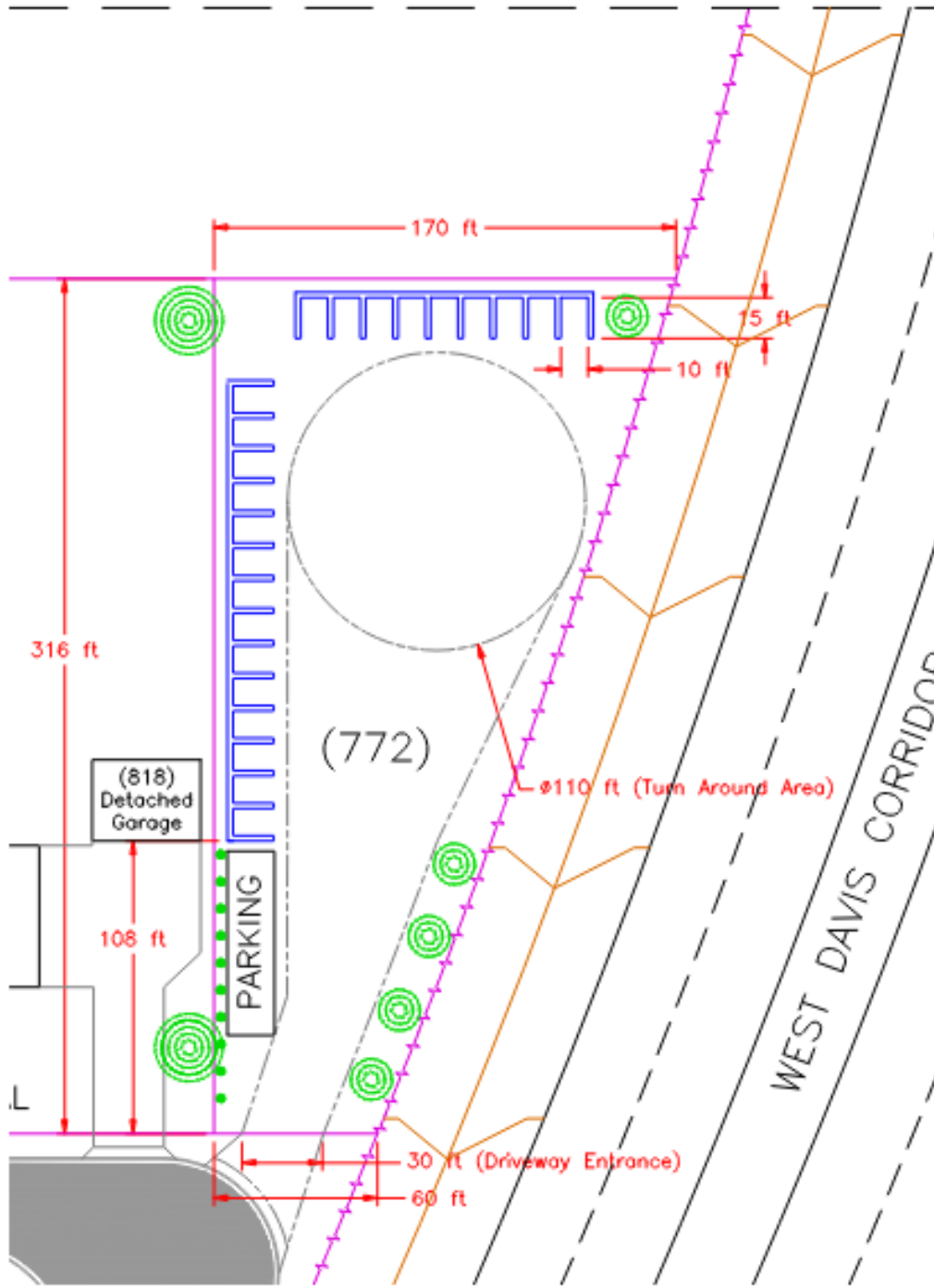
(NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)



**EXHIBIT "B"**

**GENERAL DEVELOPMENT PLAN**

APPLICANT'S NAME: JONATHAN MILLER  
SITE ADDRESS: 772 SHIRLEY RAE DR



# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Alternative Approval Process; Enactment of a new Section for Chapter 20, Neighborhood Mixed Use

PRESENTED BY: David Petersen

DEPARTMENT: Community Development

MEETING DATE: April 9, 2024



## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** David Petersen – Community Development Director  
**Date:** 04/09/2024  
**Subject:** Alternative Approval Process; Development Agreements —Enactment of a new Section for Chapter 20, Neighborhood Mixed Use (NMU) Zone (ZT-5-24)

### RECOMMENDATION

Move the City Council approve the enclosed enabling ordinance enacting Section 180 of Chapter 20 of the Zoning Ordinance.

#### Finding:

The entire NMU zone, created in 2005, comprises a developable area almost completely under one ownership. Conditions have changed since the mid 2000's, and the landowner may need greater flexibility now, and in the future, to better meet a continual shifting socio-economic and demographic landscape. The proposed Section 180 offers this flexibility.

### BACKGROUND

The Farmington City Zoning Map and Zoning Ordinance contains seven mixed use districts: **A)** the TMU (Transit Mixed Use), GMU (General Mixed Use), RMU (Residential Mixed Use) and OMU (Office Mixed Use) zones located on the west side of I-15—the primary supporting text for these districts is set forth in Chapter 18 of the Zoning Ordinance; **B)** the CMU (Commercial Mixed Use) and NMU (Neighborhood Mixed Use) zones on the east side of US 89—the text for these zones may be found in Chapters 19 and 20; and **C)** the BR (Business Residential zone) is located in downtown Farmington (see Chapter 15 of the Zoning Ordinance).

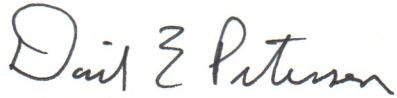
Section 140 of Chapter 18 exists for the west side mixed use zones which allows the City to consider alternative land uses and standards proposed as part of the development process in these zones--not foreseen by the existing underlying zone text. No such mechanism is in place for the NMU zone [note: all land zoned CMU is developed or entitled and the BR zone has its own set of unique circumstances; consequently, a "Section 140" tool is not necessary at this time for these zones].

The Planning Commission recommended approval of the proposed Section 180 on March 21, 2024.

**Supplemental Information**

1. Enabling Ordinance

Respectfully submitted,



David Petersen  
Community Development Director

Review and concur,



Brigham Mellor  
City Manager

**FARMINGTON CITY, UTAH**  
**ORDINANCE NO. 2024 - \_\_**

AN ORDINANCE ENACTING SECTION 180 OF CHAPTER 20 OF THE ZONING ORDINANCE TO PROVIDE AN ALTERNATIVE APPROVAL PROCESS BY DEVELOPMENT AGREEMENT AT THE DISCRETION OF THE CITY IN THE NMU ZONE. (ZT-5-24)

**WHEREAS**, the Planning Commission has held a public hearing in which the additional text proposed for Chapter 11-20 was thoroughly reviewed and has recommended that this ordinance be approved by the City Council; and

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

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

**Section 1. Enactment.** Sections 11-20-180 of the Farmington City Zoning Ordinance is hereby enacted in its entirety as follows:

**11-20-180: ALTERNATIVE APPROVAL PROCESS; DEVELOPMENT AGREEMENTS:**

A. **Alternative Development Agreement Approval Process:** Projects within the NMU Zone may elect the alternative approval process described in this section, resulting in the approval, execution and recordation of a development agreement. An approved development agreement shall govern the specific uses, densities and intensities of use proposed for the project area and the specific development standards to be applied in the development of the project, and include where the City Council determines an alternative development standard proposed by the project developer is appropriate for the development of the project and the Council finds there is appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to City or the public from the proposed development and/or other appropriate reasons that justify the determination of the City to alter generally applicable standards. The development standards of an approved development agreement shall also govern over any conflicting development standards contained in any other provisions of Farmington City ordinances, including, without limitation, provisions relating to site development standards in chapter 7 of this title, standards or limitations in this chapter, off street parking in chapter 32 of this title, supplementary and qualifying regulations in chapter 28 of this title, and signage standards in title 15 of this Code.

B. **Approvals:** The processes for approval of a development agreement and subsequent approvals for a project covered by a development agreement shall be governed by the

provisions of this section and any supplemental procedural provisions agreed by the parties in an approved development agreement.

C. **Application For Development Agreement:** Simultaneously with the application for a PMP (Project Master Plan) as set forth elsewhere in Section 11-18-080 of the Title, an applicant may apply for approval of a development agreement. In addition to the application requirements for a PMP, the applicant shall provide in narrative form a proposed development agreement including a specific description of the proposed uses and intensities of use proposed for the project area and a statement of the specific development standards proposed by the applicant to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. The proposed uses shall be consistent with the purpose of the NMU Zone, but the other proposed development standards may vary from those development standards set forth elsewhere in this chapter, this zoning title or this Code. However, nothing herein shall be construed to allow any deviation from uniform construction codes or standards as set forth in this Code. Any application information required by this section may be waived by the Zoning Administrator on the basis that the information is not necessary to review the proposed PMP and development agreement.

D. **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 18 of the Title.

E. **Final Development Agreement:** The final development agreement shall incorporate the terms of the approved PMP, and shall contain development standards for the development of the project site and any public infrastructure required to be improved, the duration of the agreement and the rights granted pursuant thereto and such conditions of approval as may be imposed by the City Council and agreed to by the applicant. In addition to addressing uses, densities and intensities of use and development standards governing the project, the final development agreement may contain such other agreements between the City and the applicant as may be agreed by such parties and necessary for the development and financing of the project, including, without limitation, agreements regarding the phasing of development, the vesting of development rights and approvals, terms for moderate income housing, the terms and conditions for the extension of public infrastructure, the extension by developer of infrastructure, and any payment or repayment obligations associated therewith, the donation of any land or any other agreement reflecting an agreement between developer and the City, not covered within the description of the approved PMP.

F. **Controlling Provisions:** The terms of a development agreement shall be binding on the City and all successors in the ownership and occupancy of any portion of the project site covered by the development agreement. The provisions of the development agreement shall control over any inconsistent provision in the zoning ordinance. Upon approval and recordation of a development agreement, the property covered by the development agreement shall be deemed to be established as a separate district for purposes of establishing and enforcing the development regulations contained in the development agreement.

**G. Approval Processes After Approval Of Development Agreement:**

1. **Site Plan Review:** Notwithstanding any inconsistent provision of this title, a final development agreement may contain such site plan review processes as may be agreed between developer and the City, including such application requirements and review processes.

2. **Amendment:** Notwithstanding any inconsistent provision of this title, a development agreement and a PMP for a project covered by a development agreement may be amended on such terms and following such processes as is provided in the final development agreement. A PMP shall be deemed amended by any changes to the PMP approved at the time of final site plan or final plat review. No amendment of a PMP or a development agreement shall be required to reflect normal adjustments to the locations of improvements that occur as a result of the development of more specific plats, plans and specifications.

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

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

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 9<sup>th</sup> day of April, 2024.

**FARMINGTON CITY**

**ATTEST:**

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

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

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Requirement to install rapid access key boxes for qualified structures within Farmington City

PRESENTED BY: Paul Roberts

DEPARTMENT: Administration

MEETING DATE: April 9, 2024

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council

**From:** James Weston, Farmington Fire Marshal  
Paul Roberts, City Attorney

**Date:** April 9, 2024

**Subject:** **Requirement to install rapid access key boxes for qualified structures within Farmington City**

### RECOMMENDATION(S)

Staff recommends approval of the ordinance as proposed.

Suggested motion language: "I move that the Council adopt this ordinance enacting section 7-5-020 of the Farmington City Municipal Code related to the installation of rapid access key boxes at qualified structures within the City."

### BACKGROUND

Quick access to the interior of buildings is essential to extinguishment of flames, containing hazards, and preserving life. The City does not currently require rapid access key boxes (known popularly as Knox boxes, which is a certain brand of box) on any structure. So, if a building is locked up and an ongoing emergency is unfolding inside, we have to use *alternative* means to access the interior.

Rapid Access Boxes are placed on the exterior of a building, and include keys to the exterior doors, any locked interior doors, electric panels, etc. The fire department has a master key that can be used to access all rapid access key boxes within their jurisdiction. Using keys reduces the property damage that must be inflicted to enter the building, and is safer for our employees and anyone else exiting the building. In situations in which a sprinkler is deployed, rapid access to the interior also mitigates ongoing water damage.

This ordinance does not apply to every structure in the city. In order for a key box to be required, the structure must be one for which the IFC requires a fire department access door, fire alarm or automatic fire sprinkler system. Structures that install such amenities voluntarily are not subject to the key box requirement.

Additionally, this code mandates that all such structures that are currently existing have a rapid access key box installed by April 30, 2025. This gives property owners one year to make arrangements with the fire marshal before the deadline takes effect.

Please feel free to reach out to me if you have any questions.

Respectfully submitted,

JAMES WESTON  
FIRE MARSHAL

Review and concur,

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

Brigham Mellor  
City Manager



**ORDINANCE NO: 2024-\_\_**

**AN ORDINANCE ENACTING SECTION 7-5-020 OF THE FARMINGTON MUNICIPAL CODE RELATED TO THE INSTALLATION OF RAPID ACCESS KEY BOXES AT QUALIFIED STRUCTURES**

**WHEREAS**, the City deploys first responders to structures within the city upon receiving a fire alarm notification or dispatch: and

**WHEREAS**, rapid entry into such spaces by fire officials increases the likelihood of lifesaving measures and decreases the need for property damage in cases of false alarms; and

**WHEREAS**, the Farmington City fire marshal is authorized to mandate the installation of key boxes pursuant to section 506.1 of the International Fire Code; and

**WHEREAS**, the City Council is authorized to enact ordinances to protect the life and safety of residents and visitors to the City; and

**WHEREAS**, the City finds that a one-year delay to the effective date of this mandate is sufficient time for business owners to install a rapid access key box,

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

**Section 1:** Section 7-5-020 of the Farmington City Municipal Code is hereby enacted. A copy of the new section is attached as Exhibit A to this Ordinance.

**Section 2: Severability.** If any section, clause, or provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**Section 3: Effective Date.** This Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 9TH DAY OF APRIL, 2024.**

**ATTEST:**

**FARMINGTON CITY**

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**DeAnn Carlile, City Recorder**

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**Brett Anderson, Mayor**

#### 7-5-020: RAPID ACCESS KEY BOXES:

- A. Applicability: This section applies to any commercial or industrial structure within Farmington City for which the International Fire Code required or currently requires fire department access doors, fire alarms, or automatic fire sprinkler systems.
- B. Timing of Requirement: Structures subject to this section shall be equipped with a rapid access key box, prior to April 30, 2025. All new construction of applicable structures shall be equipped with boxes beginning April 30, 2024.
- C. Application and Installation: Application for a rapid access key box shall be made to the Fire Marshal and shall be purchased and installed by the property owner. The type of box, location and number of boxes required for a structure shall be determined by the Fire Marshal.
- D. Keys to Lock Boxes: The Fire Marshal is responsible for each key to each rapid access key box and will ensure that they are properly accounted for and secure.
- E. Contents of Boxes: The following shall be contained within the lock box:
  - 1. Keys to locked points of ingress or egress, whether on the interior or exterior of the structure;
  - 2. Keys to all mechanical rooms;
  - 3. Keys to all locked electrical rooms;
  - 4. Keys to elevators and their control rooms;
  - 5. Keys to fire alarm panels; and
  - 6. Keys to any other area within the structure indicated by the Fire Marshal.
- F. Maintenance of Boxes: The owner or operator of a building shall immediately notify Farmington City Fire Department and provide new keys if a lock box is changed or re-keyed. The property owner is responsible to keep the lock box in proper working condition and to replace or make repairs to the box as necessary.
- G. Temporary Boxes: Commercial buildings under construction must provide a temporary lock box for emergency access at the commencement of construction.

H. Penalties for Violation: Failure to install or adequately maintain a lock box is a civil violation subject to a \$50.00 fine for each day that the offense occurs. Failure to install or maintain the lock box for greater than ten days after the Fire Marshal provides notice to the property owner or property manager is a Class B misdemeanor and is subject to a fine of no less than \$500.00.

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: The Charlotte - PMP/DA, Schematic Subdivision,  
Schematic Site Plan.

PRESENTED BY: Lyle Gibson

DEPARTMENT: Community Development

MEETING DATE: April 9, 2024

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Lyle Gibson – Assistant Community Development Director  
**Date:** 4/09/2024  
**Subject:** The Charlotte – PMP/DA, Schematic Subdivision, Schematic Site Plan. (PMP-1-23) – Continued from 3/19/24.

### RECOMMENDATION

Move that the City Council approve the proposed PMP/DA, Schematic Subdivision, and Schematic Site Plan for The Charlotte.

### 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 complement 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.
7. The proposed DA includes a plan which assists the City in pursuing its moderate income housing goals.
8. The project provides a means for completion of Cook Lane.

## **BACKGROUND**

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).

**Recreation Neighborhood Envisioned Development:**

	OFFICE		RETAIL/OTHER		MULTI FAMILY		TOWNHOMES				
	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>Residential Units Total</b>	<b>Residents Total</b>	<b>Acres</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. The applicant has indicated that the homes would be a for sale product and as such 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 users are 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 City Council is tasked with determining if the requested proposal is appropriate at the subject location and in harmony with the vision for the North Station Area. The Council 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.

The Planning Commission first reviewed this proposal during a hearing on 2/8/2024. The item was revisited on 2/22/2024 where the applicant was asked to address the following:

- 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.

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.

**Planning Commission recommendation:**

After holding 2 meetings to review this item, the Planning Commission voted to 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 DA:

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 two 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.
4. The DA needs to be modified as related to paragraph 5.7 include language that makes what they propose is “acceptable to the City.”
5. At 15.2 of the DA have language that says that any ongoing obligations for maintenance and landscaping survive the termination clause, including the trail and landscaping.
6. At 5.5 of the DA, commercial area be better and specifically defined.

**Findings 1-6:**

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 complement 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

This applicant has been reviewed once by the City Council on 3/19/24 where it was tabled to allow more time to refine the moderate income housing proposal and to further refine the arrangements for the design and construction of Cook Lane.

Respectfully submitted,



Lyle Gibson  
Assistant Community Development Director

Review and concur,



Brigham Mellor  
City Manager

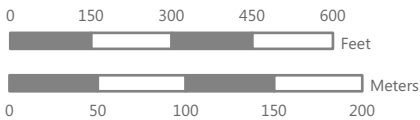
**Supplemental Information**

- a. Vicinity Map
- b. The Charlotte 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

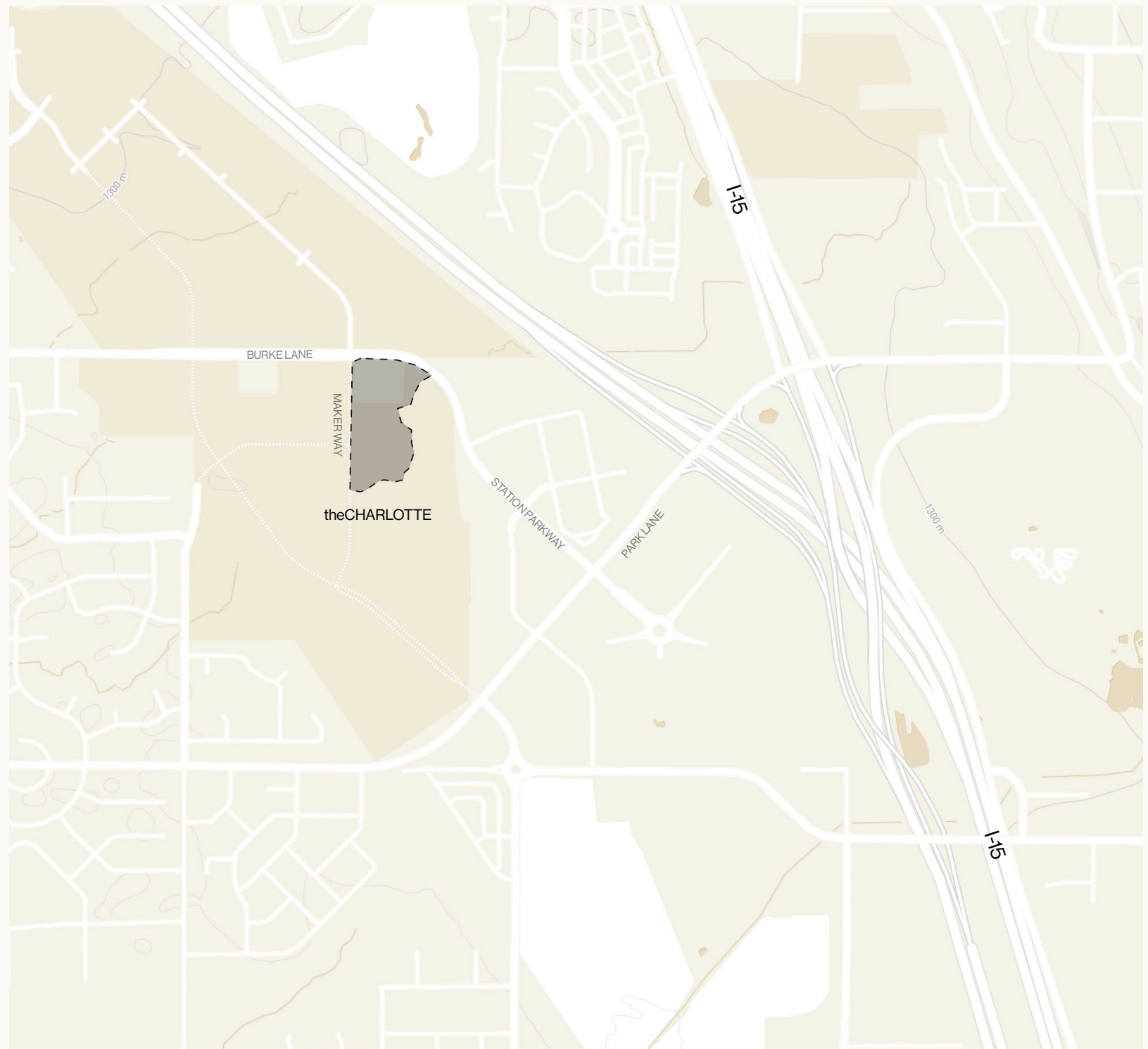
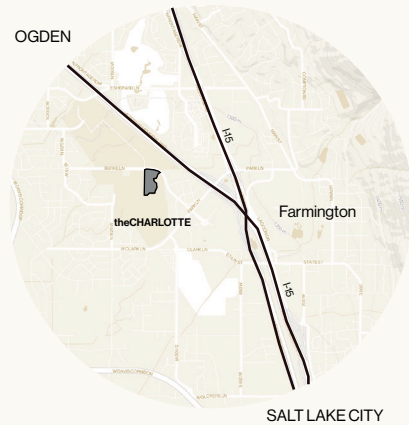
The north boundary is Burke Lane which separates theCHARLOTTE from the proposed developments by STACK, Wasatch, and IHC.

#### 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



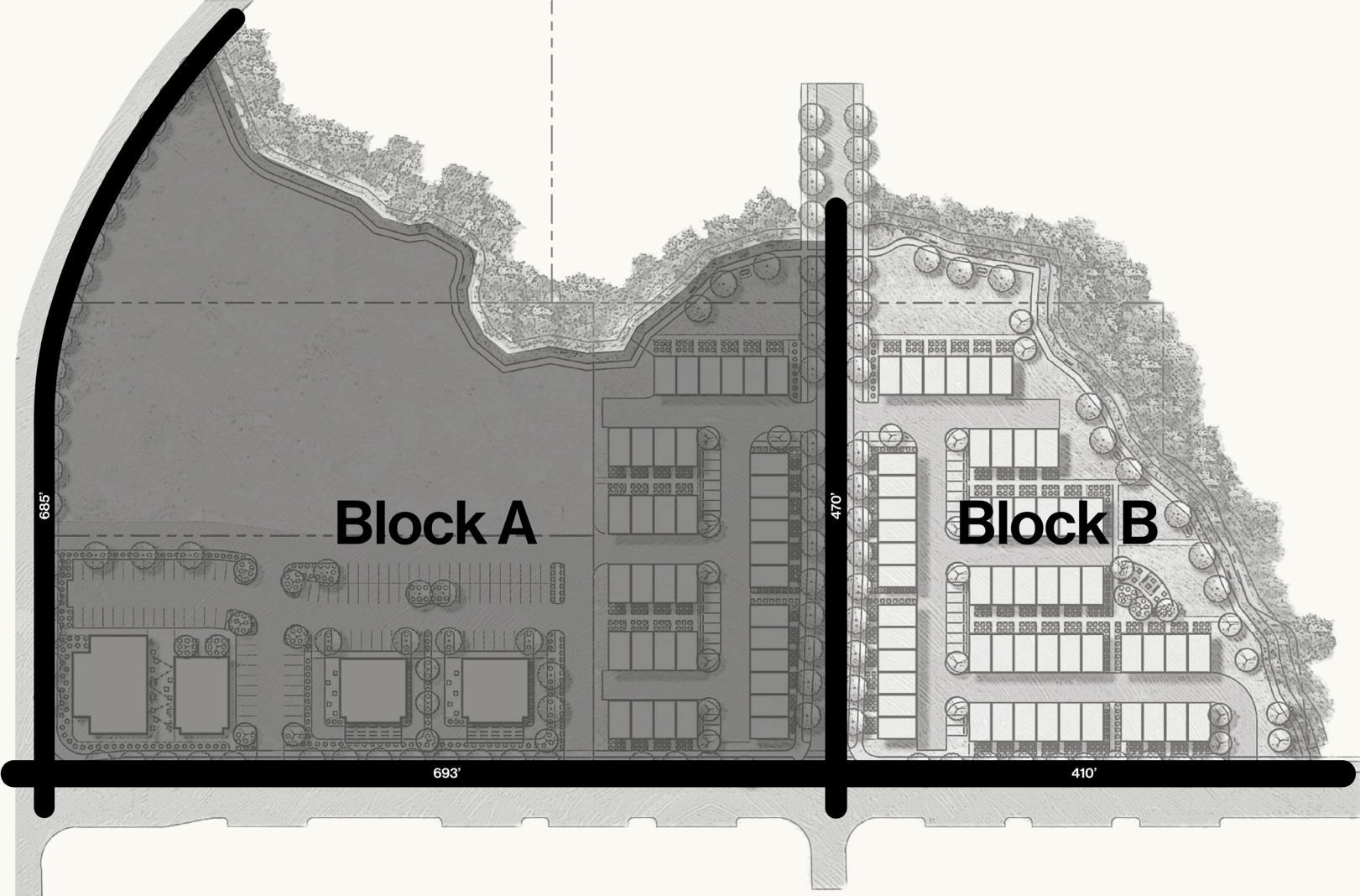
# Concept Plan



## theCHARLOTTE

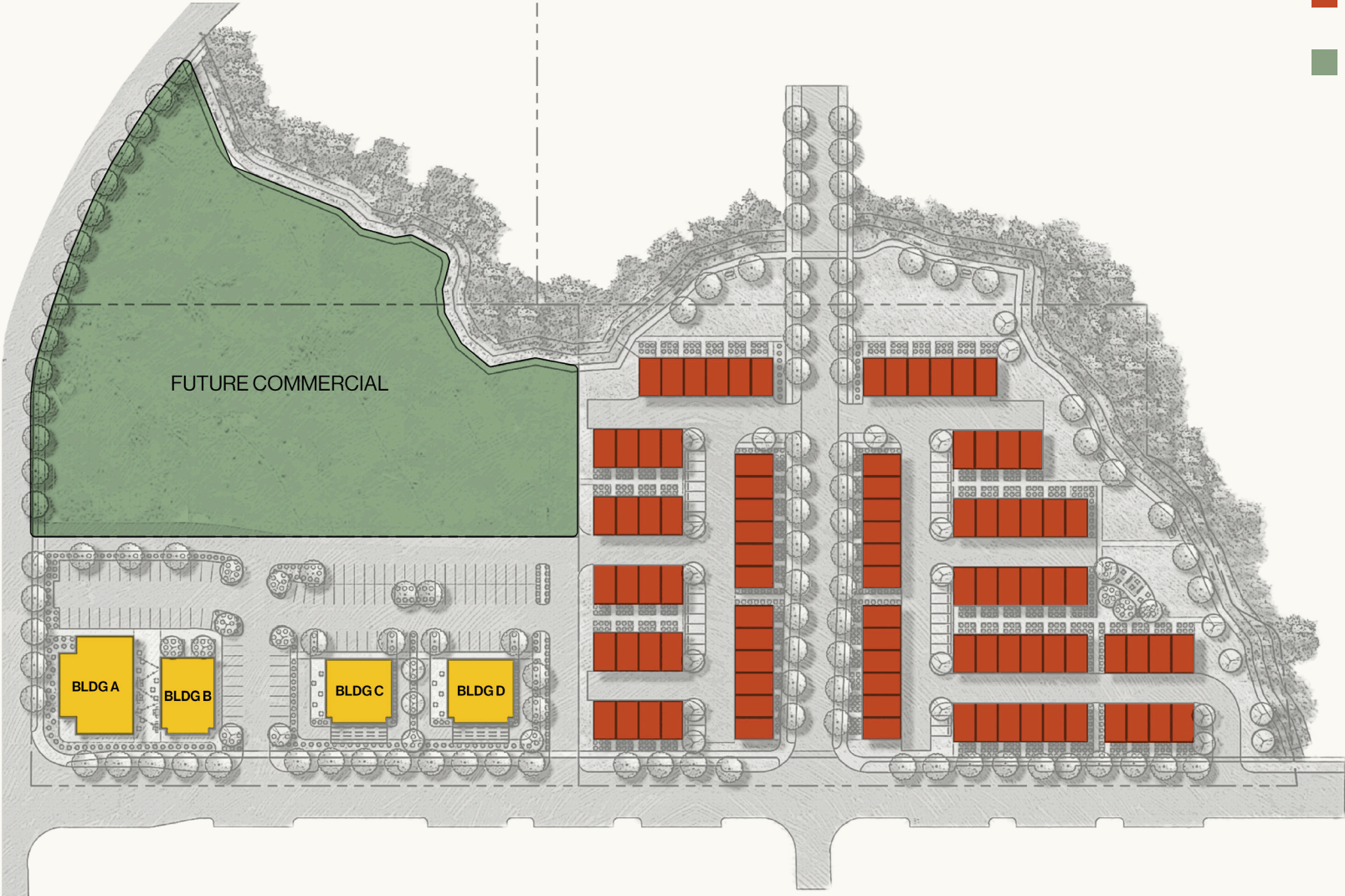
- 1 Perimeter Landscape
- 2 Existing Creek & Tree Canopy
- 3 Proposed Trail with Benches
- 4 Picnic Area
- 5 Gathering Space - Permanent BBQ Seating & Open Lawn Area
- 6 Trail Connection
- 7 Restaurant Drive-Thru & Canopy
- 8 Future Bridge & Road Extension
- 9 Townhome Units

# Block Exhibit



# Conceptual Land Uses

- Commercial
- Residential
- Future Commercial



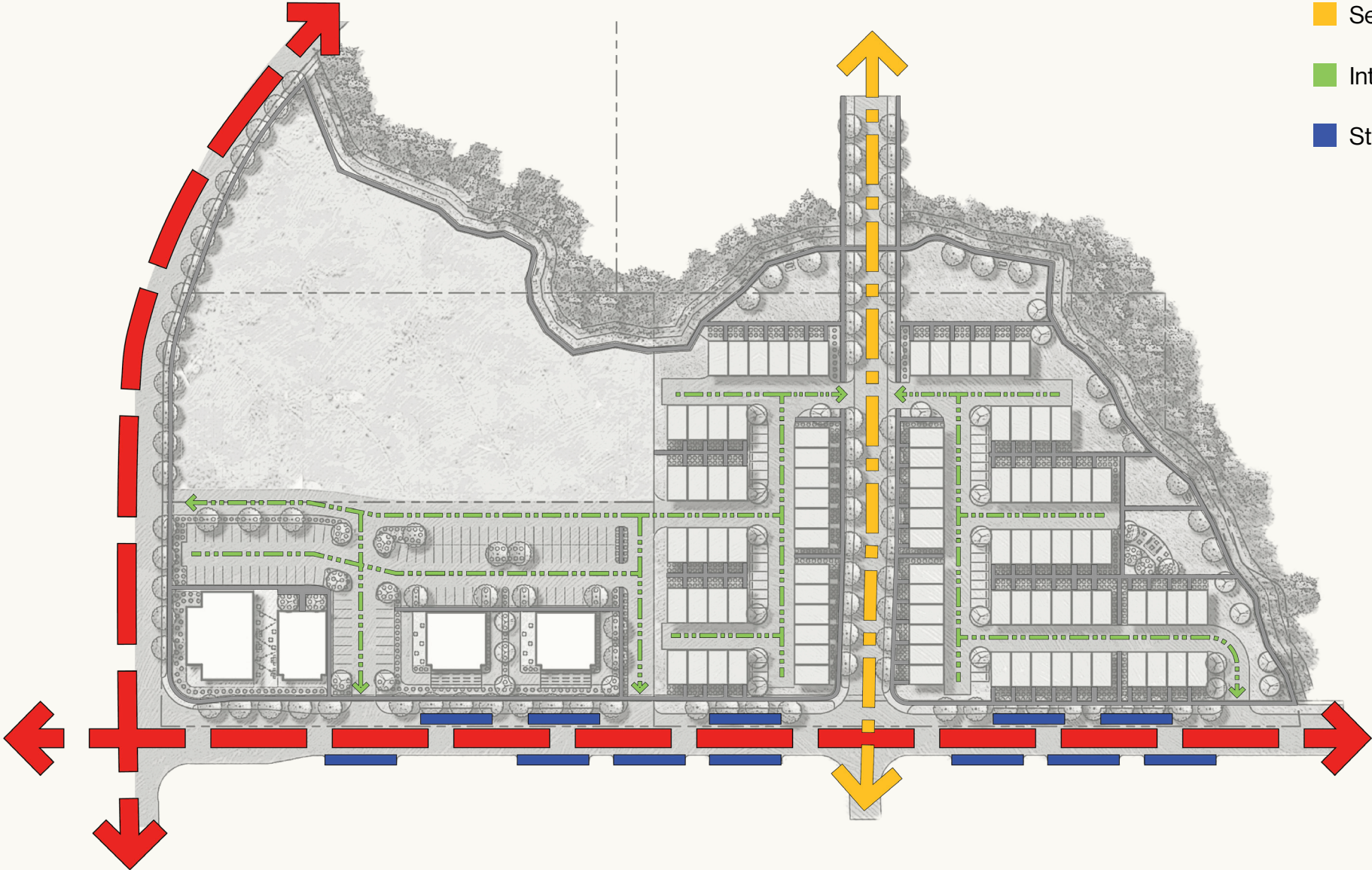
# Green Space

- Public Green Space
- Private Green Space
- Pedestrian Circulation



# Circulation



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

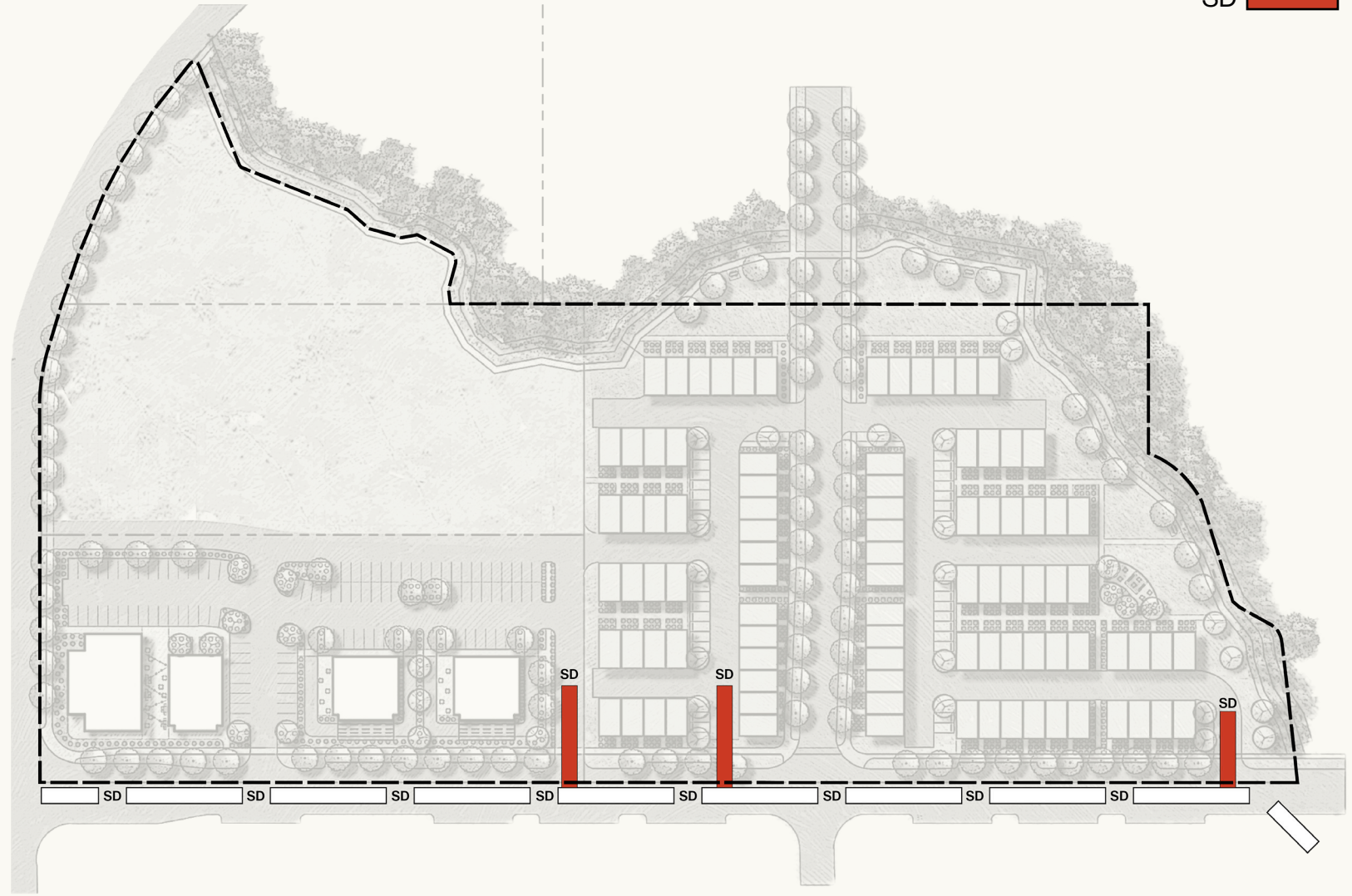




# Utilities & Infrastructure

# Storm Water Plan

- SD  Existing Storm Drain
- SD  Proposed Storm Drain





# 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



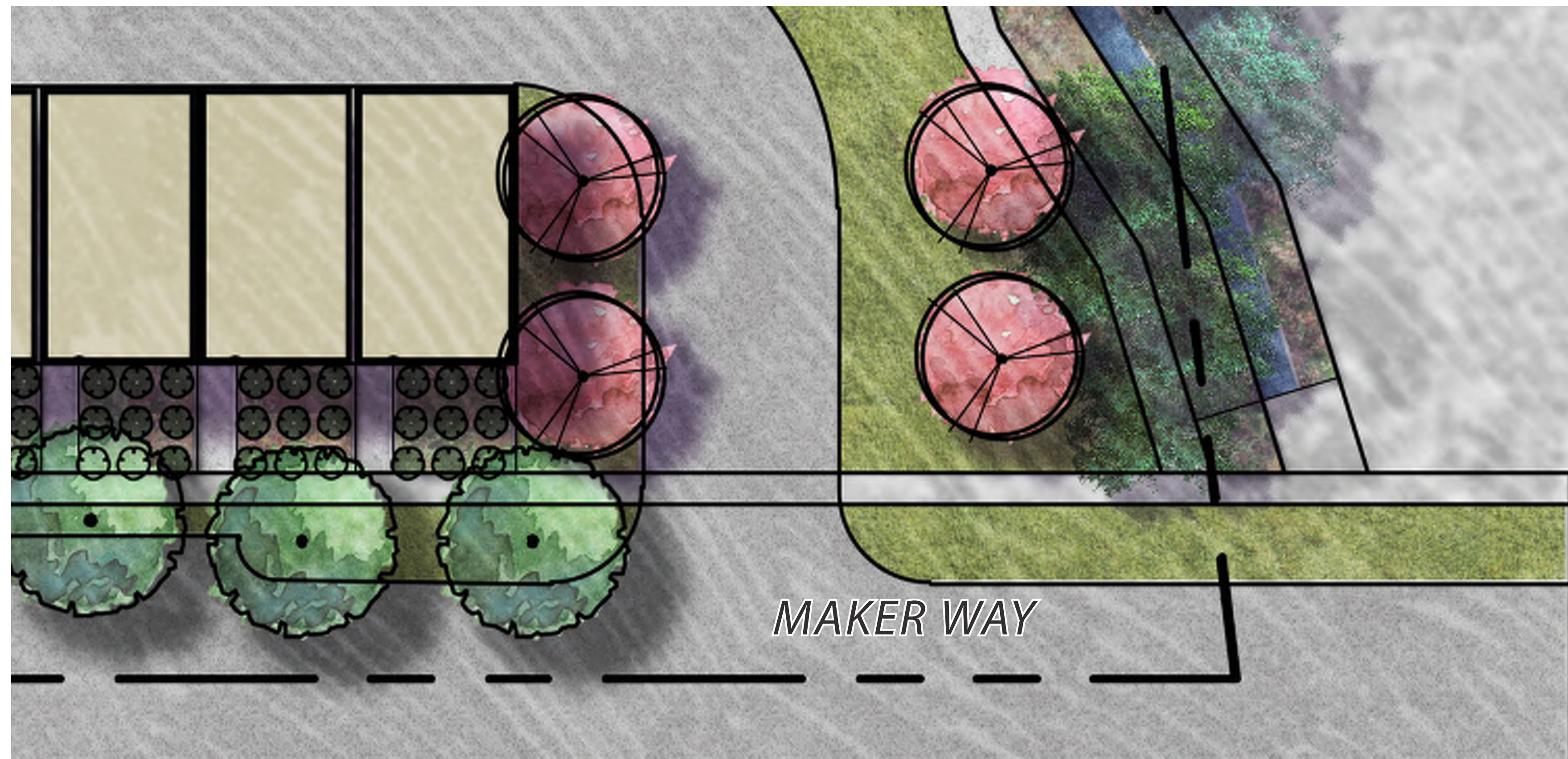
CONTEXT MAP



EXISTING SITE - BIRDS EYE VIEW FACING EAST



EXISTING SITE - VIEW EAST ON MAKER WAY

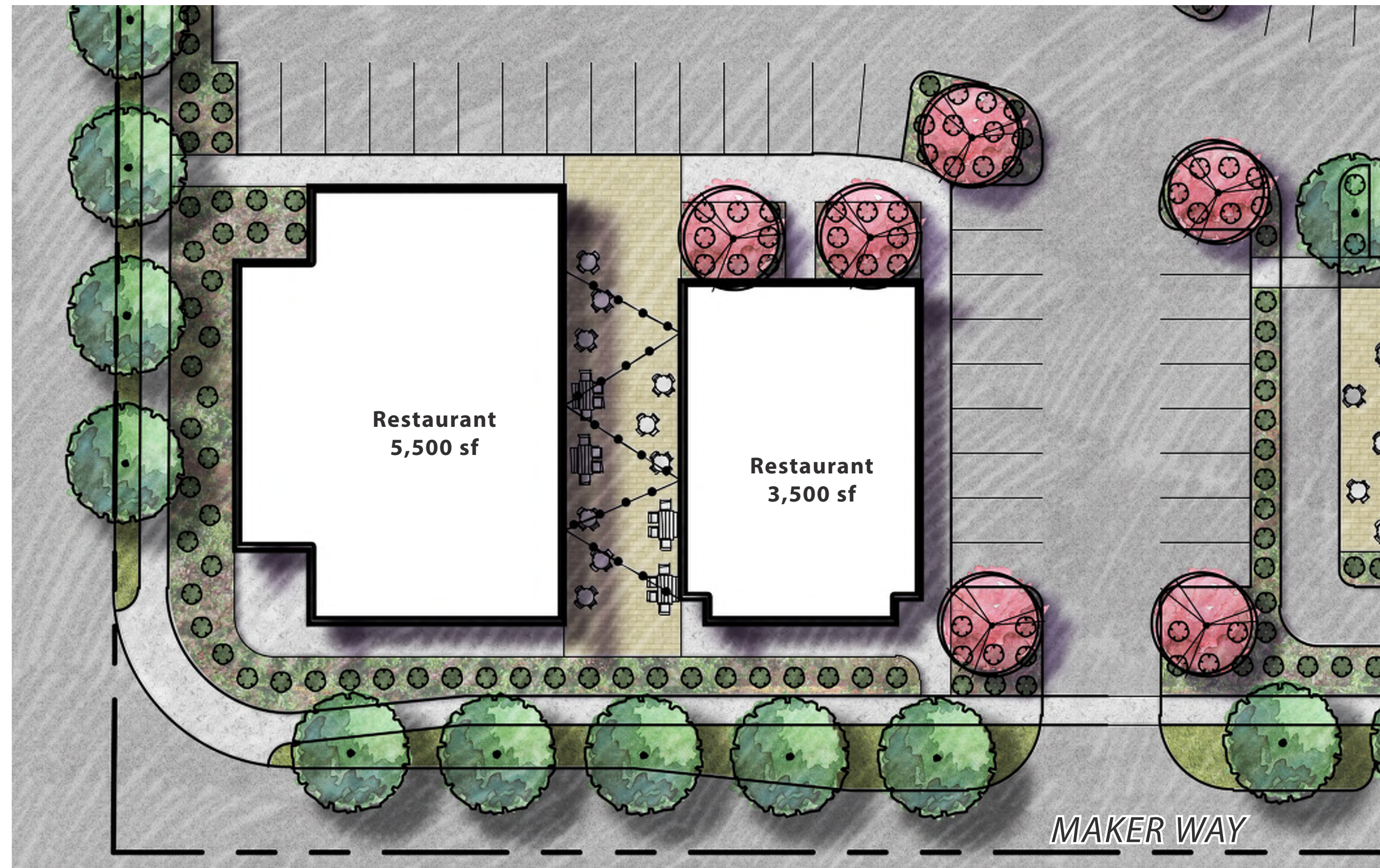


SOUTH ENTRANCE PLAN



SECTION ELEVATION- SOUTH ENTRANCE

# THE CHARLOTTE - south entry



RESTAURANT OUTDOOR PATIO



RESTAURANT DRIVE-THRU



SECTION ELEVATION - RESTAURANT PATIO



SECTION ELEVATION - DRIVE-THRU

# THE CHARLOTTE - restaurant plan



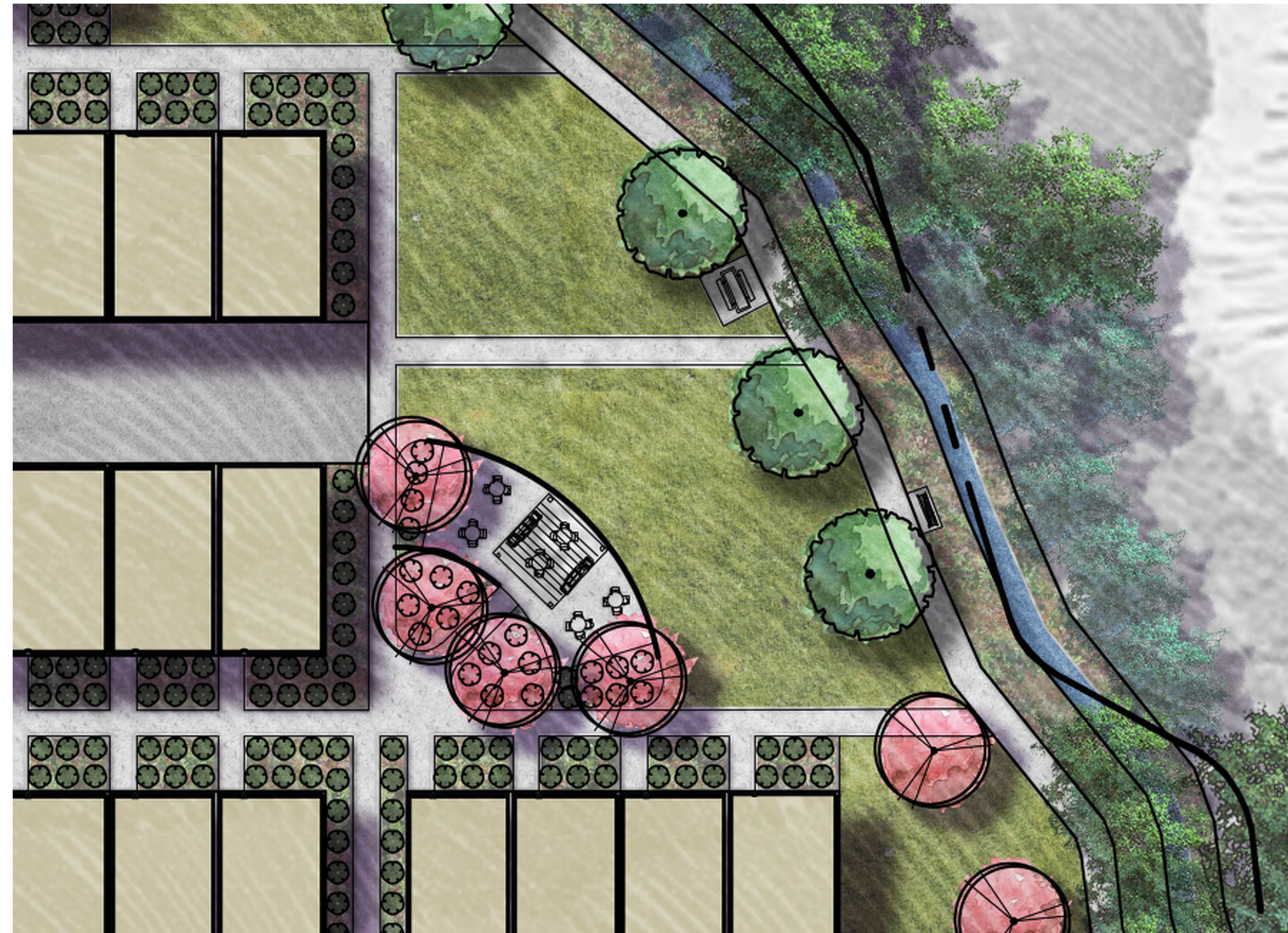
**PICNIC TABLES**



**BENCH SEATING**



**GATHERING SPACE -  
PERMANENT BBQ & SEATING**



**PLAN VIEW- GATHERING SPACE**



**ASPHALT TRAIL**



**GRASS OPEN SPACE**

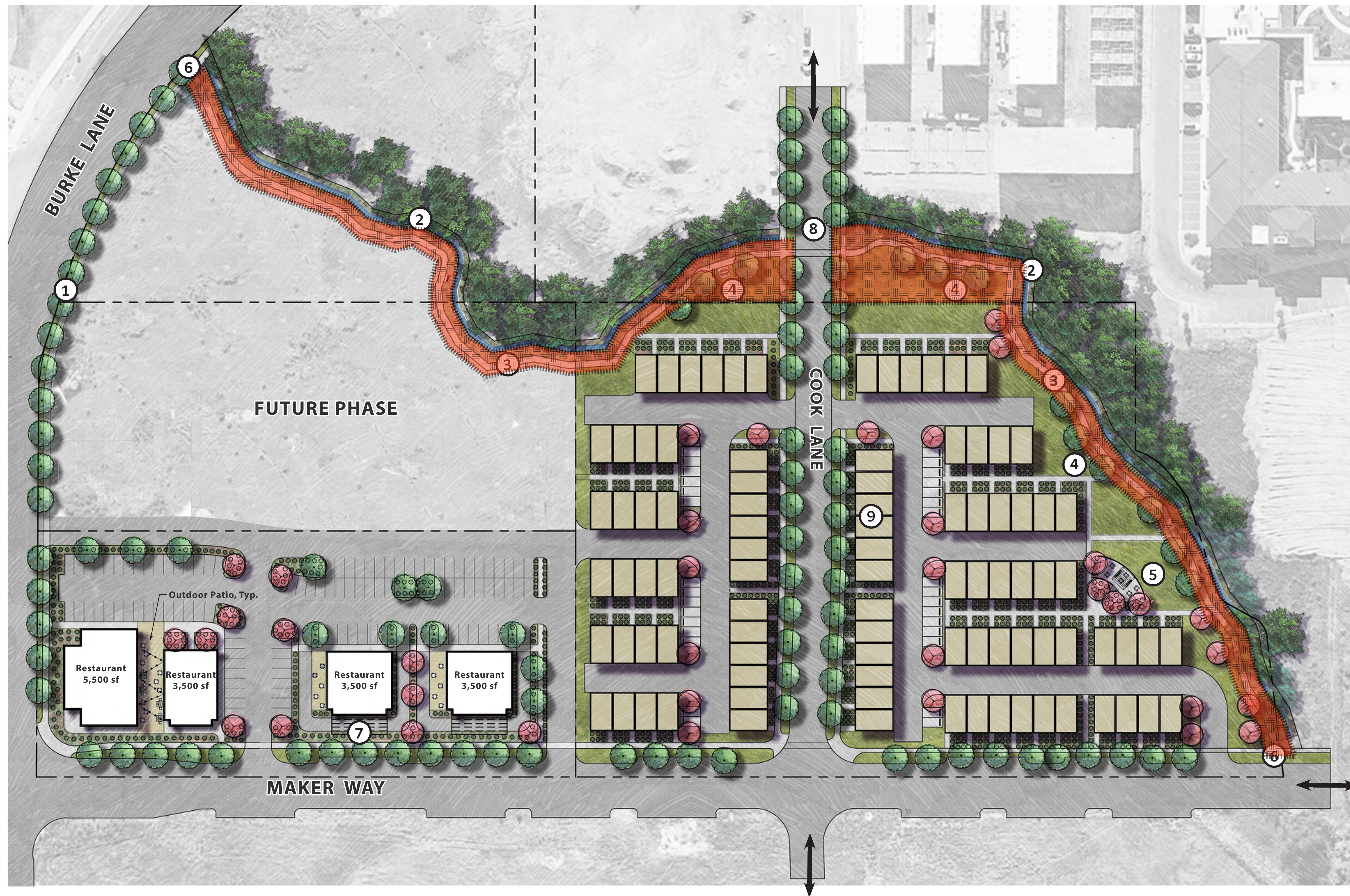


**SECTION ELEVATION - GATHERING SPACE**



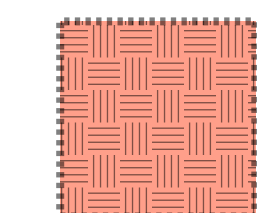
**CONTEXT MAP**

# ***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



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 (92). Units shall be limited to single-family attached housing (townhomes).

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 (excluding stand-alone bank or credit union buildings), 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. Drive-up windows shall not be located on the corner of Maker Way and Burke Lane.

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 (excluding stand-alone bank or credit union buildings), fitness and recreational facilities, neighborhood service establishments, traditional sit-down restaurants, fast-food restaurants, ~~and~~ retail/wholesale uses up to 20,000 square feet, and event/reception centers. The future phase shall be allowed up to 1 additional drive-up user in addition to the 2 shown on the Development Plan. Additional drive-up user must adhere to Commercial Building Elements as referenced in section 5.6 of this document.

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, lessees, 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 on Maker Way. Access from Burke Lane shall be allowed and may, at Developer’s election, include left-in, right-in, and right-out movements as depicted in the concept shown in Exhibit D. [No left-out movement from the Project on Burke Lane will be permitted without the City Engineer’s approval.](#) Developer shall work with the City’s engineer and relevant third-party professionals to determine the final nature of the access road and its exact location prior to permit issuance. If Developer elects to include said access, a traffic median similar to that which is depicted in Exhibit D shall be installed and paid for by Developer as approved by the City’s engineer.

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. The cross-access easement shall mutually permit vehicular and pedestrian traffic to safely cross between these phases without significant impediment, in a commercially reasonable manner. 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 contribute the \$86,978.52 currently reserved for the construction of the culvert and connection of Cook Lane. Any additional costs incurred by the Developer for the permitting, designing, and

constructing of the connection to Cook Lane east of the Development shall be reimbursed to Developer in form of reductions of city fees required for development or in the form of a cash contribution, the chosen form shall be determined by the City. If fee reduction is the chosen form, ~~T~~the City shall determine which fees will be reduced (impact, connection, permit) to reimburse Developer for additional costs incurred.

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 the installation of an asphalt walking trail, as reasonably approved by the City. The trail shall run alongside Shepard Creek for the length of the development from the intersections of Maker Way and Burke Lane. Developer shall construct the trail on the southern end of the residential development area simultaneous with the residential lot improvements. All construction of the remaining portion of the trail which shall be reviewed and approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, may be substituted by a cash payment (“Cash Payment”) in the event the Developer is unable to obtain permission from adjacent property owners where the final design is proposed. ~~The An~~ approved dollar amount from ~~the a~~ bid proposal shall be contributed to the City to allow for the trail completion at a future time. The eExact trail location outside of the residential area is to be decided by the City, Developer, and adjacent property owners. ~~Cash contribution from Developer~~The Cash Payment shall be delivered to the City from Developer prior to issuance of any permits for buildings within the Commercial Area identified in Exhibit “C”. Developer shall install the landscaping around the public trail as mutually agreed upon by Developer and the City.

5.3.3. Commercial Building Landscaping. The landscape elements between the commercial buildings and Burke Lane and Maker Way shall comply with the city’s landscaping requirements in the OMU zone.

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. Residential HOA shall maintain the landscaping around public trail as referenced in section 5.3.2 of this agreement. This section shall survive termination of this Agreement.

5.5. **Commercial Maintenance Agreement.** The commercial area as depicted in Exhibit C shall be subject to an agreement between applicable owners that provides for and governs maintenance and cleanliness of the commercial area of the Project. The Commercial Maintenance Agreement shall include the continued maintenance of the enhanced landscaping referenced in section 5.3.2 of this agreement. This section shall survive termination of this Agreement.

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 the City's moderate income housing requirement by fulfilling the minimum requirement as described in city code section 11-18-045 A. 4. through a combination of a fee in lieu payment and providing other public benefits by:

- Developer shall commit \$200,000.00 to be contributed to the City's Moderate Income Housing Fund. The \$200,000.00 will be delivered to the City as a percentage of each unit sold. The percentage of each sale towards the \$200,000.00 amount will be determined as the project matures and unit sale prices are finalized. City shall have the right to withhold building permits for up to 8 units until Developer contributes at least \$180,000.00 (90%) of the \$200,000.00 commitment. Once Developer has contributed at least \$180,000.00, no building permits shall be withheld.
- Units to be individually platted for sale to create attainable housing options for purchase in Farmington City.
- Shepard Creek Trail install as referenced in section 5.3.2 which includes the design, procurement, install, and cash contribution to extend Farmington City's trail network and connect to new city park.
- Continued maintenance of landscaping around public trail through HOA and Commercial Maintenance Agreement as referenced in sections 5.4 and 5.5 of this agreement.

## 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, so long as it is constructed to the City's standards and specifications. Acceptance of dedication associated with this development shall conform to all standard City practices, including applicable warranty periods and bond retention.

6.3. **System Improvements.** The City shall not require Developer to construct or upsize any System Improvement, ~~including, without limitation, except~~ the Cook Lane Roadway under the terms of section 5.1.2 of this Agreement, 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. **Legal Rights.** The Developer is represented by counsel and has had an opportunity to receive advice from counsel on this matter. The Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-9a-532(2)(c)(i) of the Utah Code. The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement under section 10-9a-532(2)(c)(ii), and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.

14. **Notices.**

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

To Developer:  
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.

15. **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.

16. **General Terms and Conditions.**

16.1. **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.

16.2. **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”).

16.3. **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.

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

16.5. **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.

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

16.7. **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.

16.8. **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.

16.9. **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.

16.10. **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.

16.11. **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.

16.12. **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.

16.13. **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.

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

16.15. **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.



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

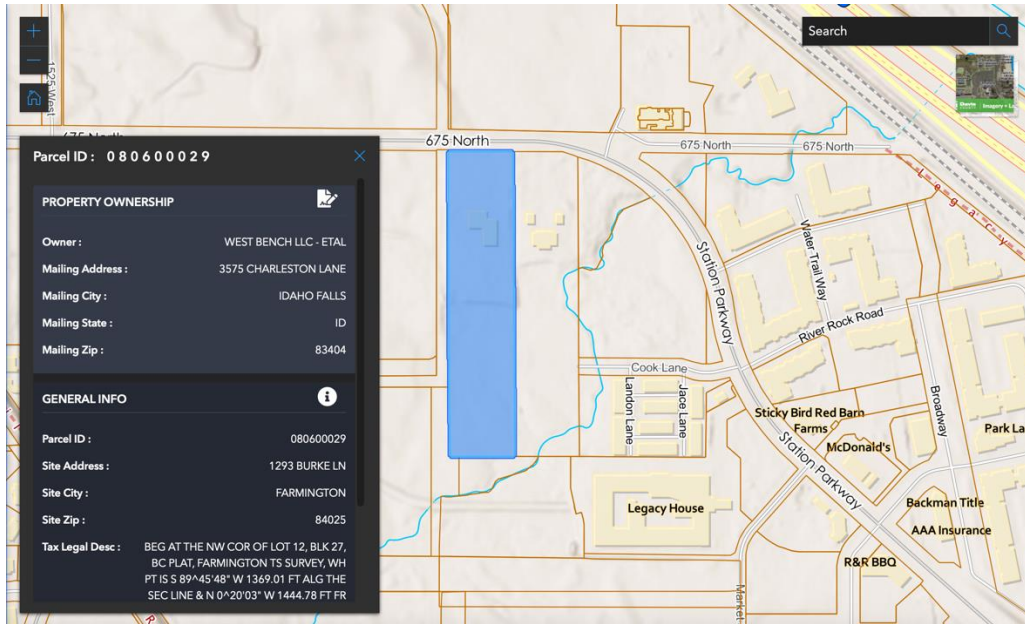
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



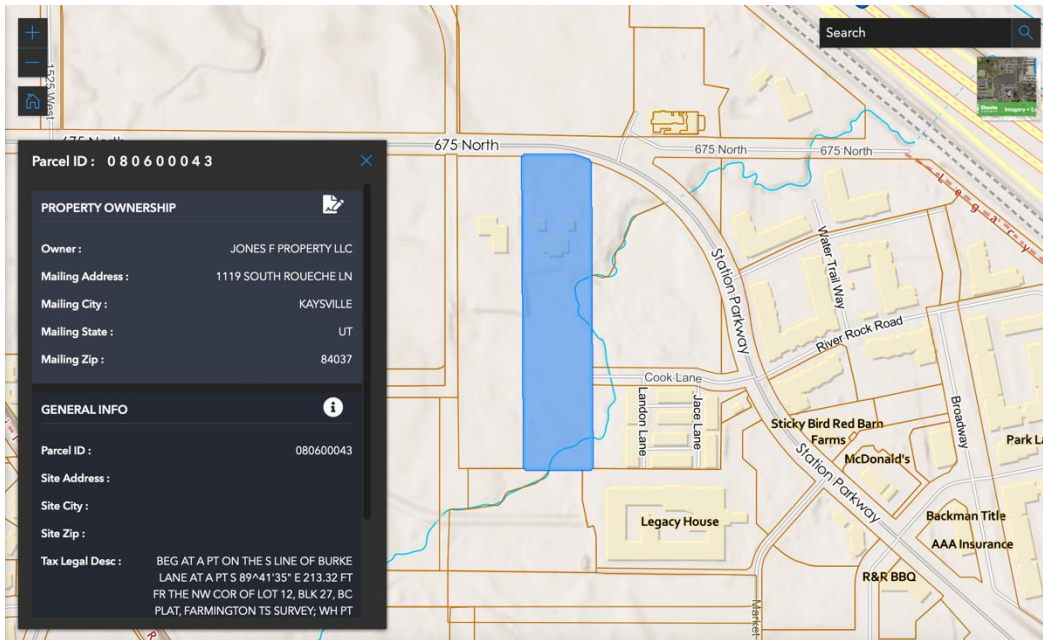
# EXHIBIT A

## 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, River Rock Road, Water Trail Way, Legacy House, Sticky Bird Red Barn Farms, McDonald's, Backman Title, AAA Insurance, R&R BBQ, Legacy, Park Lar, Broadway, Markert, Cook Lane, Landon Lane, Jacoe Lane.

**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 W'LY RAW LINE OF STATION PARKWAY, SD PT BEING N

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

**EXHIBIT B**

Development Plan



**EXHIBIT C**

Commercial Area



**EXHIBIT D**

Future Commercial Access Concept



# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Contract Modification for Blu Line Designs
2. Amendments to Chapter 3-2 related to deputy department heads and a deputy finance
3. PUD Planned Unit Development Master Plan Process Changes
4. Consolidated Fee Schedule Amendment
5. Surplus of Parcel 070280079 approximately 0.24 acres
6. Correction of Ordinance 2023-21
7. Approval of Minutes for 03.19.24

## City Council Staff Report

To: Honorable Mayor and City Council

From: Colby Thackeray, Parks & Rec. Director

Date: March 26, 2024

**SUBJECT: CONSIDER APPROVAL OF A CONTRACT MODIFICATION FOR BLU LINE DESIGNS FOR THE BUSINESS PARK PLANNING, DESIGN, AND CONSTRUCTION DOCUMENTS**

### RECOMMENDATION

Approve the contract modification from Blu Line Designs for the design of the Business Park Planning, Design, and Construction Documents in the amount of \$90,880 for Administration Services, a fresh Topographic Survey, and additional Geotechnical Services in the additional scope of work.

### BACKGROUND

In February of 2023, the City Council awarded the Business Park planning, design, and construction documents to Blu Line Designs in the amount of \$255,540. Blu Line Designs has been busy designing this large project. A change order incorporating Construction Administration Services, a fresh Topographic Survey, and additional Geotechnical Services into the Business Park Planning, Design, and Construction Documents. This request stems from a need for meticulous project oversight, precise land data, and comprehensive risk management. Including Construction Administration Services will streamline project management processes, while the updated Topographic Survey will offer crucial insights for efficient design planning. Additionally, integrating expanded Geotechnical Services will mitigate potential ground-related hazards, safeguarding the integrity and longevity of the project. The additional work includes:

1. Construction Administration Services
2. Topographic Survey
3. Geotechnical Services

Staff recommends approving the \$90,880 contract modification with Blu Line Designs, which will be paid with park impact fees.

### SUPPLEMENTAL INFORMATION

1. Additional Scope of Work



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

Respectively Submitted

Colby Thackeray  
Parks & Rec. Director

Reviewed and Concur

Brigham Mellor  
City Manager





# proposal

March 25, 2024

Farmington City  
Sylvia Clark | Recreation Manager/Pool Manager  
720 W. Clark Lane  
Farmington, UT 84025

Subject: **Ivy Acres Park** | Change Order Proposal

Sylvia,

blū line designs (blū) is pleased to provide this fee proposal for Construction Administration Services, Topographic Survey, and Geotechnical Services for Ivy Acres Park in Farmington. The following is a scope of work (Tasks) that will be performed for the services you've requested:

<b>Task 1.0</b>	<b>Construction Administration Services:</b> <ul style="list-style-type: none"><li>○ Attend preconstruction meetings.</li><li>○ Conduct periodic site visits to each park.</li><li>○ Review and approve contract submittals.</li><li>○ Recommend and approve change orders.</li><li>○ Respond to Contractor RFIs.</li><li>○ Review and approve Contractor invoices.</li><li>○ Creation of As-Built Drawings, if necessary</li></ul>
	<b>Task Total</b> <b>\$78,480</b>
<b>Task 2.0</b>	<b>Topographic Survey: See attached proposal for further information</b> <ul style="list-style-type: none"><li>○ Ensign will prepare and file with the county a Topographic Survey of the parcel. This will include, but is not limited to, all physical features including: roads, curb and gutter, visible above-ground utilities, wet areas, creeks, streams or ditches, buildings and fences. We will also establish an exterior boundary limit for the project of the collective parcels. Also included is a contour map of the site.</li></ul>
	<b>Task Total</b> <b>\$2,400</b>
<b>Task 3.0</b>	<b>Geotechnical Services: See attached proposal for further information</b> <ul style="list-style-type: none"><li>○ Subsurface Exploration to include 6 borings</li><li>○ Laboratory testing</li><li>○ Engineering analysis</li><li>○ Report</li></ul>
	<b>Task Total</b> <b>\$10,000</b>

## Total Budget

Description	Cost
<b>TASKS</b>	
Task 1.0 – Construction Administration	\$78,480
Task 2.0 – Topographic Survey	\$2,400
Task 2.0 – Geotechnical Services	\$10,000
<b>TOTAL PROFESSIONAL SERVICES NOT TO EXCEED</b>	<b>\$90,880</b>

## Services

The above Task will be billed at an hourly rate (\$165.00/hr Principal, \$145.00/hr Senior Landscape Architect, \$120.00 Landscape Architect, \$95.00 Landscape Designer) until we reach the estimated total amount. As our services approach our estimated amount, we will bring it to the city's attention on how to move forward with either a contract extension or termination of services. Blu is happy to provide additional services at the request of the client with the same hourly rates listed above. Subconsultant hourly rates beyond scope of work are available upon request.

We express our gratitude for the opportunity of providing this proposal/scope of services to you. We are confident that our team can provide you with the desired services for this project using the Tasks outlined above. If you have any questions or comments regarding this proposal, please feel free to contact me at anytime.

To accept this proposal and activate this contract please sign at the bottom where noted and return the same to [blū line designs](#).

Sincerely,



Cory Shupe  
President | [blū line designs](#)

Approved and consented by:

---

Authorized signee

Date:



Structural Engineering  
Municipal Services  
Civil Engineering  
Land Surveying

March 22, 2024

**Brent Potter**  
Blu Line Designs

**RE: Farmington – Ivy Acres Topo**

Dear Brent,

Thank you for reaching out for a cost for survey services on the Farmington Property. Below is a breakdown of scope and cost estimate to complete a topographic survey for design.

### **TOPOGRAPHIC SURVEY**

- Ensign will prepare and file with the county a Topographic Survey of the parcel. This will include, but is not limited to, all physical features including: roads, curb and gutter, visible above-ground utilities, wet areas, creeks, streams or ditches, buildings and fences. We will also establish an exterior boundary limit for the project of the collective parcels. Also included is a contour map of the site.

### **COST OF SERVICES**

**Survey Total: \$2,400**

Upon notice to proceed Ensign survey can begin immediately with the survey and turn around a completed product in about 2 weeks.

Sincerely,

Trent R. Williams. PLS  
Survey Project Manager

**SANDY**  
45 W 10000 S, STE 500  
Sandy, UT 84070  
P: 801.255.0529

**LAYTON**  
919 North 400 West  
Layton, UT 84041  
P: 801.547.1100

**CEDAR CITY**  
88 E Fiddler's Canyon Rd, STE 210  
Cedar City, UT 84721  
P: 435.865.1453

**TOOELE**  
169 N. Main St, Unit 1  
Tooele, UT 84074  
P: 435.843.3590

**RICHFIELD**  
225 N 100 E  
Richfield, UT 84701  
P: 435.896.2983

### **Assumptions/Exclusions and Clarifications**

- All permits and fees will be paid by Owner. (If applicable)
- All Legal documents, title reports and filing fees will be paid by the Owner. (If applicable)
- Subsurface Utility Excavation is excluded from this scope of work.
- Attendance at public meetings is not included in our proposal, and if requested by the client, such meetings will be billed at our regular hourly billing rates.
- All work not specifically identified within the limits of this proposal will be handled as a separately negotiated change order. Including offsite utilities beyond those noted above.
- No civil design or concepts have been included in this fee.



March 21, 2024

Blu Line Designs  
8719 South Sandy Parkway  
Sandy, UT 84070

Attention: Brent Potter  
EMAIL: Brent@blulinedesigns.com

Subject: Proposal for Professional Geotechnical Services  
Proposed Ivy Acres Park  
Approximately 1400 West 550 North  
Farmington, Utah  
Proposal No. 1240217

Brent:

Applied Geotechnical Engineering Consultants, Inc. is pleased to provide a proposal for conducting a geotechnical investigation for the proposed Ivy Acres Park to be constructed for Farmington City at approximately 1400 West 550 North in Farmington, Utah.

#### **PROPOSED CONSTRUCTION**

We understand that the park is planned to include the following improvements:

- a tall, metal tree sculpture in the northwest corner of the park,
- a playground area east of the tree sculpture,
- an asphalt paved parking lot and a small maintenance/storage shed along the north central portion of the park,
- six pickle ball courts and a basketball court in the northeast corner of the park,
- a pavillion and restroom facility are planned for the center of the park,
- another tree sculpture and water feature are planned for the areas adjacent the pavillion,
- a concrete stage with a below-grade water storage vault is planned to be south of the pavillion,
- elevated walkways are planned to extend through the areas to the southeast, south and southwest, and
- a pedestrian bridge crossing the creek in the southeast corner of the park is planned to be supported on concrete abutments.

### **ANTICIPATED SUBSURFACE CONDITIONS**

We have conducted several geotechnical investigations in the area around the proposed park and based on our experience in the area, we anticipate the natural subsurface soils will consist of clay, silt and sand. Subsurface water will be encountered within the depth investigated.

The site is located within an area mapped as having a “high” potential for liquefaction.

### **PROPOSED STUDY**

Based on the proposed construction and the anticipated subsurface conditions, we propose to conduct subsurface exploration, laboratory testing and engineering analysis and provide recommendations for design and construction of the proposed improvements. A summary of our scope of services is included in Exhibit A.

### **FEE**

We propose to perform the study as outlined in Exhibit A for a lump sum fee of \$10,000. This fee assumes that the site is accessible to a rubber-tracked drill rig.

### **SCHEDULE**

We anticipate that the field study portion of the investigation can begin within 3 to 4 weeks after receiving notice to proceed and a signed copy of the engineering services agreement. Laboratory testing, engineering analysis and report preparation can be completed within 3 weeks following the field study.

We appreciate the opportunity of providing this proposal to you and look forward to working with you on the project. If this proposal meets with your approval, please sign the Engineering Services Agreement and return a copy to this office. Issuance of our report is dependant on our receiving an executed copy of this agreement.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Christopher J. Beckman, P.E.

CJB/rs

Enclosures

**EXHIBIT A - SCOPE OF SERVICES**  
**APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.**

Based on our understanding of the proposed construction and the anticipated subsurface conditions, we propose the following Scope of Services.

**1. Subsurface Exploration**

Drill six borings at the site to depths of approximately 5 to 30 feet below the existing ground surface or to practical equipment refusal. The borings will be drilled to observe the subsurface profile, to obtain samples for laboratory testing and to measure the depth to groundwater. Slotted PVC pipe will be installed in the borings to facilitate future measurement of water level, if encountered.

Two cone penetration tests (CPT) will be conducted to a depth of approximately 50 feet or practical equipment refusal. The information obtained from the CPT will be used in the site-specific liquefaction evaluation. The approximate locations of the proposed borings and CPT are shown on the attached figure.

**2. Laboratory Testing**

Conduct a laboratory testing program to determine the following characteristics of the subsurface soil at each site:

- Classification
- Moisture Content
- Dry Density
- Consolidation
- Strength
- Sulfates

**3. Engineering Analysis**

Analyze the results of the field and laboratory investigations to determine the following items:

- Characterize the subsurface soils at boring locations.
- Determine the suitability of the subsurface soils for use in support of the proposed sculptures, structures, playground equipment, sports courts and pavements.
- Provide foundation recommendations with accompanying bearing pressures and anticipated settlement.
- Provide recommendations that should be considered for construction on the on-site soil.

### **Exhibit A (continued)**

- Provide pavement recommendations.
- Drainage considerations.
- Seismic characteristics.
- Suitability of the on-site soil for use as fill.
- Recommendations for imported fill.
- Fill material compaction criteria.
- Site-specific liquefaction evaluation.

#### **4. Report**

Prepare a report for each site that summarizes the information obtained from the study and presents our conclusions and recommendations. The study will be conducted under the supervision of a registered professional engineer.





blu line designs  
 1397 WEST COOK LANE  
 FARMINGTON, UT 84201  
 TEL: 801.734.1111  
 WWW.BLUDESIGNS.COM

CLIENT  
 FARMINGTON CITY  
 1397 WEST COOK LANE  
 FARMINGTON, UT 84201  
 PROJECT NO. 2023-001



IVY ACRES PARK  
 1397 WEST COOK LANE  
 FARMINGTON, UT

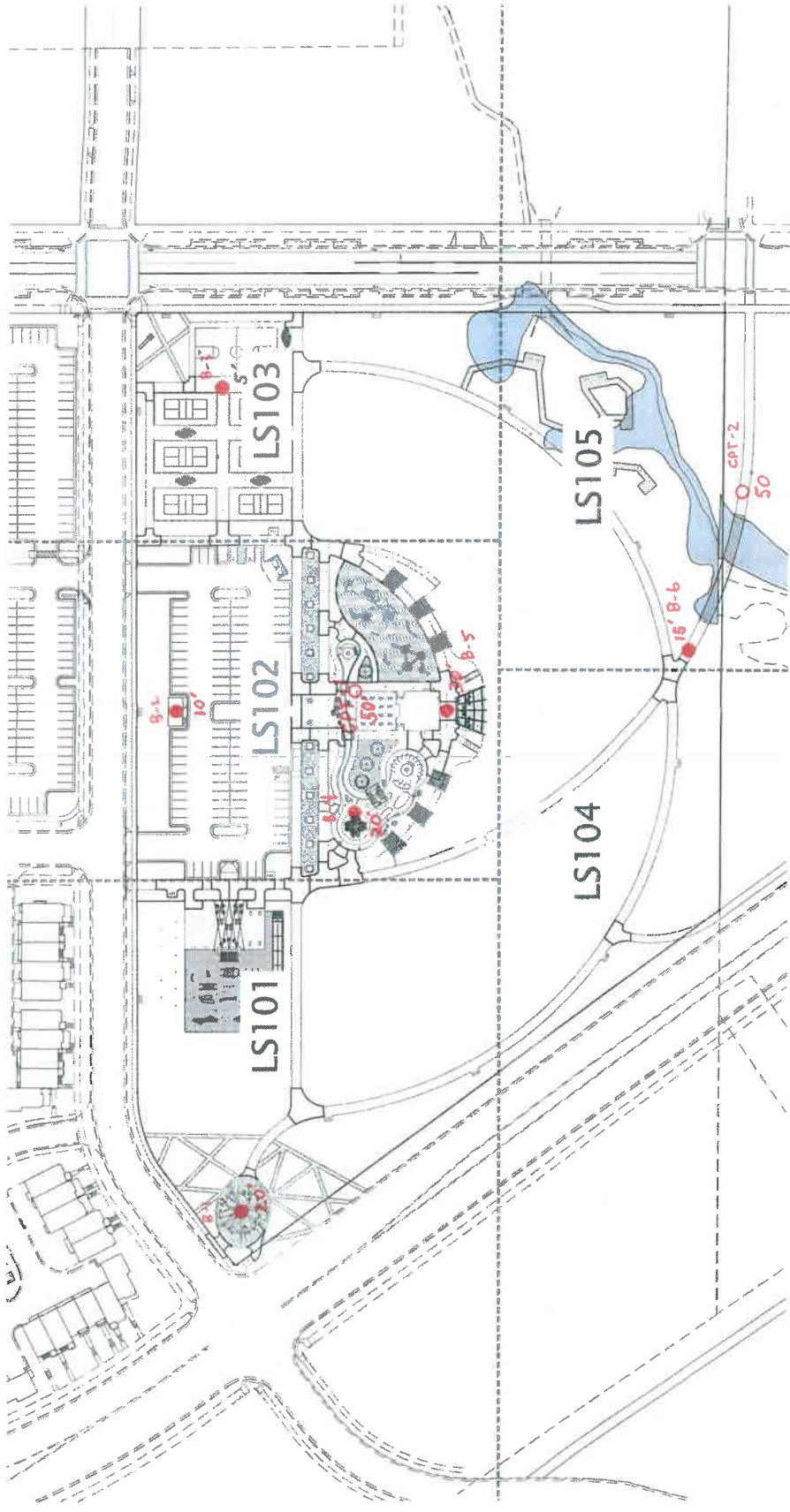
REVISIONS



DATE: 03/20/2024

OVERALL  
 SITE PLAN

LS100



AGEC PROPOSAL # 1240217  
 MARCH 21, 2024





# GEOTECHNICAL ENGINEERING SERVICES AGREEMENT

Date: 3/21/2024

Proposal No.: 1210217

Prepared By: Christopher J Beckman, P.E.

CLIENT INFORMATION			
<b>Client Name:</b>	Blu Line Designs	<b>Contact:</b>	Brent Potter
<b>Billing Address:</b>	8719 South Sandy Parkway Sandy, UT 84070	<b>Contact Phone No:</b>	801-913-7994
		<b>Contact Email:</b>	Brent@blulinedesigns.com

PROJECT INFORMATION	
<b>Project Name:</b>	Proposed Ivy Acres Park
<b>Site Address:</b>	Approximately 1400 West 550 North Farmington, Utah

FEES	
<input type="checkbox"/> Hourly Billing Rates Plus Reimbursable Expenses	<b>Estimated Fee:</b>
<input checked="" type="checkbox"/> Lump Sum	<b>Lump Sum Amount:</b> \$10,000
<input type="checkbox"/> Other (Attach Addendum specifying compensation)	

The AGEC fee schedule (the "FEE SCHEDULE") has been provided to and received by CLIENT. A copy of the FEE SCHEDULE is attached hereto within the standard proposal as Exhibit B. This Agreement may be withdrawn by AGEC if not signed by client within 90 days from the date of this Agreement. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to AGEC in accordance with this AGREEMENT and the FEE SCHEDULE. A FEE SCHEDULE is not attached for a Lump Sum.

SCOPE OF SERVICES. AGEC shall provide certain specified services (the "SERVICES") on the PROJECT in accordance with this AGREEMENT, the Applied Geotechnical Engineering Consultants, Inc. Standard Terms and Conditions ("STANDARD TERMS") attached hereto, and the Scope of Services ("SCOPE OF SERVICES") attached hereto as Exhibit A or as described in the cover letter. AGEC shall not be responsible to provide any services not expressly contained in the SCOPE OF SERVICES or the STANDARD TERMS.

HAZARDOUS SUBSTANCES AND HAZARDOUS CONDITIONS. CLIENT hereby represents, warrants, and covenants to and with AGEC that:

- No HAZARDOUS SUBSTANCES (as defined in the STANDARD TERMS) or HAZARDOUS CONDITIONS (as defined in the STANDARD TERMS) exist on the PROJECT or at the PROJECT SITE, except as specified as follows:
- AGEC is entitled to rely upon the above-stated representations, warranties and covenants in performing the SERVICES.

CLIENT acknowledges and confirms that AGEC is relying upon the above warranties in undertaking to perform the services described in this AGREEMENT.

ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this AGREEMENT are incorporated herein and are made a part of this AGREEMENT.

CLIENT has read and understood the terms and conditions set forth on this and the subsequent pages hereof and agrees that such items are hereby incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, CLIENT and AGEC have executed this AGREEMENT as of the date first-above written.

Client:	AGEC - Applied Geotechnical Engineering Consultants, Inc.
_____ Authorized Signature	<i>Christopher J Beckman</i> _____ Authorized Signature
_____ Name (Typed or Printed) / Title	Christopher J Beckman Senior Engineer _____ Name (Typed or Printed) / Title
_____ Federal ID No. or Social Security No. / Date	3/21/2024 _____ Date

**APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.**  
**GEOTECHNICAL STANDARD TERMS AND CONDITIONS**

The standard terms and conditions set forth herein are attached to and made a part of the Geotechnical Engineering Services Agreement (the "AGREEMENT") between Applied Geotechnical Engineering Consultants, Inc. ("AGEC"), a Utah corporation and CLIENT (as defined in the AGREEMENT).

All capitalized terms which are not specifically defined herein shall have the meanings assigned to such terms in the AGREEMENT.

**ARTICLE 1. SERVICES.** The SERVICES to be provided by AGECE are limited to and shall be as set forth in the SCOPE OF SERVICES attached to the AGREEMENT as Exhibit A.

**ARTICLE 2. STANDARD OF CARE--LIMITATION OF DAMAGES.** The SERVICES will be performed in accordance with generally accepted engineering principles and practices existing at the time of performance for the locality where the SERVICES were performed. AGECE will re-perform, without additional charge, any SERVICE which does not meet this standard. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 2, AGECE MAKES NO GUARANTEES OR WARRANTIES CONCERNING SERVICES, AND NO OTHER GUARANTEES OR WARRANTIES MAY BE IMPLIED. IN ADDITION, NOTWITHSTANDING ANY AGREEMENT TO THE CONTRARY, AGECE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

**ARTICLE 3. RIGHT OF ENTRY.** CLIENT grants a right of entry to the PROJECT SITE to AGECE, its employees, agents, consultants, contractors, and subcontractors, for the purpose of performing SERVICES, and all acts, studies, and research in connection therewith, including without limitation the obtaining of samples and the performance of tests and evaluations.

**ARTICLE 4. PERMITS AND LICENSES.** CLIENT represents and warrants that it possesses all necessary permits and licenses required for the performance of the SERVICES and the continuation of CLIENT and AGECE's activities at the PROJECT SITE

**ARTICLE 5. SAMPLING AND TESTING.** Field tests or boring locations described by AGECE in any reports or shown on sketches are based on information furnished by others or estimates made in the field by AGECE. Any dimensions, depths or elevations in connection therewith are approximations and are not warranted to be exact.

**ARTICLE 6. DOCUMENTS.** CLIENT shall furnish, or cause to be furnished, such reports, data, studies, plans, specifications, documents and other information deemed necessary by AGECE for the proper performance of the SERVICES. AGECE shall be entitled to rely upon documents provided by the CLIENT in performing the SERVICES. All documents provided by CLIENT shall remain the property of CLIENT; provided, that AGECE shall be permitted at AGECE's discretion to retain copies of such documents for AGECE's files. All documents prepared by AGECE in connection with the performance of the SERVICES, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data calculations and estimates, shall remain the exclusive property of AGECE. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for by CLIENT, will be returned to AGECE upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by AGECE pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without AGECE's prior written permission. If CLIENT has used or uses any portion of AGECE's work without AGECE's consent, CLIENT shall indemnify and save AGECE harmless from any and all claims arising from or relating to, in any way, such unauthorized use. No part of any document AGECE delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without AGECE's prior written consent.

**ARTICLE 7. AGECE PERSONNEL.** AGECE'S personnel shall be present either full or part-time as determined by AGECE to provide observation and field testing of specific parts of the PROJECT (in accordance with the SCOPE OF SERVICES).

**ARTICLE 8. CONTRACTORS.** If contractor(s) are involved in the PROJECT, AGECE shall not be responsible for the supervision or direction of any contractor or its employees or agents, and CLIENT shall so advise the contractor(s). Neither the presence of AGECE's personnel nor any observation or testing by AGECE shall excuse any contractor in any way for the acts or omissions of the contractor. AGECE shall not be responsible for job or site safety on the PROJECT or at the PROJECT SITE, and AGECE shall not have the right or obligation to stop the work of any contractor or other person at the PROJECT SITE.

ARTICLE 9. PUBLIC LIABILITY. AGECE maintains workers' compensation and employer's liability insurance for AGECE personnel, as may be required by state law. AGECE also maintains liability and auto liability insurance as required by state law. A Certificate of Insurance evidencing the coverage currently held by AGECE may be supplied upon written request by CLIENT.

Notwithstanding any provision of the AGREEMENT to the contrary, AGECE shall not be liable or responsible for any costs, expenses, losses, damages, or liability beyond the amounts, limits, coverage, or conditions of the insurance held by AGECE. In the event any third party brings suit or claim against AGECE for any matter relating to or arising from the SERVICES, the PROJECT, or the PROJECT SITE (including, without limitation any suit alleging exposure to or damage from material, elements or constituents at or from the PROJECT or the PROJECT SITE or which is alleged to have resulted in or caused disease or any adverse health condition to any third party, or resulted in costs for remedial action, uninhabitability of the property, or other property damage), before, during or after the performance of the SERVICES, CLIENT agrees, at its sole cost and expense, to indemnify, defend and hold AGECE and its officers, employees, contractors, and representatives harmless from all costs (including without limitation attorneys fees, witness costs and court costs), expenses, losses and judgements. CLIENT shall have the right to investigate, negotiate and settle, with AGECE's concurrence, any such suit or claim, and AGECE shall cooperate in the defense of any such suit or claim.

ARTICLE 10. PROFESSIONAL LIABILITY. Unless otherwise agreed in writing by CLIENT and AGECE, AGECE liability to CLIENT or any third party in connection with or arising from any act, omission or error (including negligent or other acts, omissions or errors) for any cause and based upon any legal theory (including without limitation strict liability) shall not exceed, in the aggregate, \$50,000 or the total fee received by AGECE pursuant to this AGREEMENT, whichever is greater.

ARTICLE 11. SAMPLE HANDLING AND RETENTION. Test samples or specimens ("SAMPLES") obtained by AGECE may be consumed or substantially altered during testing and AGECE, at its sole discretion, shall dispose of any remaining residue immediately upon completion of tests, subject to the following:

- a. NON-HAZARDOUS SAMPLES. At CLIENT's written request, AGECE shall maintain preservable SAMPLES for 30 days after the report date, free of storage charges. After the initial 30 days, upon written request AGECE will retain SAMPLES for a storage charge and time period reasonably

established by AGECE. AGECE shall not be responsible or liable for the loss of any SAMPLES retained in storage.

- b. HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES. In the event that SAMPLES contain substances or constituents deemed hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations or ordinances ("HAZARDOUS SUBSTANCES"), AGECE (i) shall after completion of testing and at client's expense return such SAMPLES to CLIENT, or (ii) using a manifest signed by CLIENT as generator, AGECE shall have such SAMPLES transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such SAMPLES, plus a reasonable handling charge to AGECE. CLIENT recognizes and agrees that AGECE is acting only as a bailee of SAMPLES in possession of AGECE, and AGECE has not and shall not at any time assume title to any SAMPLES, including without limitation SAMPLES containing HAZARDOUS SUBSTANCES.

ARTICLE 12. HAZARDOUS SUBSTANCES AND HAZARDOUS CONDITIONS. CLIENT represents and warrants that upon or prior to the execution of the AGREEMENT, it has advised AGECE of any and all i) HAZARDOUS SUBSTANCES and (ii) conditions existing in, on or near the PROJECT SITE which pose a potential danger to human health, the environment, or equipment ("HAZARDOUS CONDITIONS"). CLIENT agrees to immediately advise AGECE of the existence of any HAZARDOUS SUBSTANCES or HAZARDOUS CONDITIONS of which it becomes aware during or after the performance of the SERVICES. To the maximum extent permitted by law, CLIENT shall indemnify, defend and hold AGECE harmless from and against any and all claims and liabilities resulting from:

- a. the violation by CLIENT or any other party of any federal, state or local statute, regulation or ordinance relating to the disposal or handling of HAZARDOUS SUBSTANCES;
- b. the undertaking by CLIENT or any other party of, or the arrangement for, the handling, removal, treatment, storage, transportation or disposal of HAZARDOUS SUBSTANCES;
- c. changed conditions, HAZARDOUS SUBSTANCES or HAZARDOUS CONDITIONS introduced at the PROJECT SITE by CLIENT or any other party

before, during or after the performance of the SERVICES;

- d. any allegation(s) that AGEC is a handler, generator, operator, treater, storer, transporter, or disposer under the Resources Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response Compensation and Liability Act, or any other similar federal, state or local regulation or law;
- e. any costs, losses, damages, claims, causes of action or liability which may be asserted against AGEC or which may arise out of any environmental clean up or response, including without limitation all attorneys fees, witness costs and court costs;
- f. any claims, causes of action or liability which may be asserted against AGEC or which may arise out of any alleged contamination of any aquifer (including without limitation any such claim which may arise as a result of contamination of certain subsurface areas, as for example when a probe, boring device or well device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and which allegedly results in the spreading of HAZARDOUS SUBSTANCES to any other areas or hydrous bodies).

ARTICLE 13. NO SUPERVISION OR REPORTING DUTIES. AGEC shall not, under any circumstances, assume control of or responsibility for the PROJECT SITE or the persons operating on the PROJECT SITE nor shall AGEC be responsible for reporting to any federal, state or local agencies any conditions at the PROJECT SITE that may present potential dangers to public health, safety or the environment. CLIENT shall promptly notify the appropriate federal, state or local agencies, or otherwise disclose, any information that may be necessary to prevent any danger to health, safety or the environment, in accordance with applicable law and in a timely manner.

ARTICLE 14. CONTAMINATED EQUIPMENT. Upon notification by AGEC to CLIENT, all laboratory and field equipment used in performing the SERVICES which, at any time and in AGEC's sole discretion, is determined to be contaminated and which, in AGEC's sole discretion, cannot be reasonably decontaminated (the "CONTAMINATED EQUIPMENT") shall become the property and responsibility of CLIENT. Upon notification, AGEC shall deliver all CONTAMINATED EQUIPMENT to CLIENT, and CLIENT shall be solely responsible for the disposal, in accordance with law, of the CONTAMINATED EQUIPMENT. CLIENT

shall pay AGEC for the fair market value to AGEC of any CONTAMINATED EQUIPMENT within 45 days from the date of the notice provided in this ARTICLE 14.

ARTICLE 15. UNFORSEEN OCCURRENCES. If, during the performance of services, any unforeseen HAZARDOUS SUBSTANCES or other unforeseen conditions or occurrences ("UNFORSEEN CONDITIONS") are encountered which, in AGEC's sole judgement significantly affect or may affect the SERVICES, the risk involved in providing the SERVICES, or the SCOPE of SERVICES, CLIENT and AGEC hereby agree to reasonably modify the AGREEMENT, including the SCOPE OF SERVICES and the FEE SCHEDULE. AGEC further agrees to provide an estimate of additional charges relating to the UNFORSEEN CONDITIONS. Any modification of the AGREEMENT shall be in writing and shall be signed by CLIENT and AGEC. If CLIENT and AGEC cannot come to a reasonable agreement with respect to a modification of the AGREEMENT as provided in this ARTICLE 15, AGEC shall have the right to terminate this AGREEMENT and to receive payment from CLIENT for all SERVICES performed by AGEC prior to the date of such termination.

ARTICLE 16. DAMAGE AT PROJECT SITE. AGEC shall not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including without limitation pipes, tanks, telephone cables, and the like) which are not called to AGEC's attention in writing and correctly shown on the plans furnished by CLIENT in connection with the SERVICES. CLIENT acknowledges and accepts that the performance of the SERVICES, including without limitation the use of exploration and test equipment, may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment at or under the PROJECT SITE. CLIENT accepts and agrees to bear all risks inherent with the performance of the SERVICES and shall not hold AGEC liable or responsible for any such effect, alteration or damage.

ARTICLE 17. FORCE MAJEURE. AGEC is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of AGEC.

ARTICLE 18. LITIGATION ASSISTANCE. The SCOPE OF SERVICES does not include costs of AGEC for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of AGEC except for suits or claims between the parties to the AGREEMENT will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this

AGREEMENT, unless and until otherwise required by a court or arbitrator.

ARTICLE 19. CHANGES. CLIENT may make or approve changes within the SCOPE OF SERVICES. CLIENT shall pay any additional costs of such changes at the rates set forth in the FEE SCHEDULE.

ARTICLE 20. NO THIRD PARTY BENEFICIARIES. No rights or benefits are provided by the AGREEMENT to any person other than the CLIENT and AGECE and the AGREEMENT has no third-party beneficiaries.

ARTICLE 21. LEGAL ACTION. All legal actions by either party against the other arising from the AGREEMENT, or for the failure to perform in accordance with the applicable standards of care provided in the AGREEMENT, or for any other cause of action, shall be barred 2 years from the date the claimant knew or should have known of its claim; provided, however, no legal actions shall be asserted by CLIENT or AGECE after 4 years from the date of substantial completion of the SERVICES.

ARTICLE 22. BILLING. Unless otherwise expressly provided in the AGREEMENT, billings will be based on actual accrued time, test costs and expenses. CLIENT agrees to pay invoices upon receipt. If payment is not received by AGECE within 30 days of the invoice date, the amount due shall bear interest at a rate of 1.5 percent per month (18 percent per annum), before and after judgement and CLIENT shall pay all costs of collection, including without limitation reasonable attorneys' fees (provided,

however, if interest provided in this ARTICLE 22 exceeds the maximum interest allowable under any applicable law, such interest shall automatically be reduced to the maximum interest allowable by applicable law). If CLIENT has any objection to any invoice or part thereof submitted by AGECE, CLIENT shall so advise AGECE in writing, giving CLIENT's reasons, within 14 days of receipt of such invoice. Payment of the invoice shall constitute final approval of all aspects of the work performed to date as well as the necessity thereof. If the PROJECT or the AGREEMENT is terminated in whole or part prior to the completion of the SERVICES, then AGECE shall be paid for work performed prior to AGECE's receiving or issuing written notice of such termination and in addition AGECE shall be reimbursed for any and all expenses associated with the termination of the PROJECT or the AGREEMENT, including without limitation any "shut-down" costs.

ARTICLE 23. SURVIVAL. All obligations arising prior to the termination of the AGREEMENT and all provisions of the AGREEMENT allocating the responsibility or liability between CLIENT and AGECE shall survive the completion of the SERVICES and the termination of the AGREEMENT.

ARTICLE 24. INTEGRATION. The AGREEMENT and all the exhibits and attachments thereto constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by all parties thereto.

ARTICLE 25. GOVERNING LAW. The AGREEMENT shall be governed in all respect by the laws of the State of Utah unless otherwise agreed in writing between the parties.

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Paul Roberts, City Attorney  
**Date:** April 9, 2024  
**Subject:** **Amendments to Chapter 3-2 related to deputy department heads and a deputy finance director**

This ordinance includes: (1) code amendments to section 3-2-020 authorizing the appointment of deputy department heads by the city manager; and (2) an amendment to section 3-2-100 indicating that a deputy finance director may be appointed by the manager.

### **RECOMMENDATION(S)**

Staff recommends adoption of this ordinance.

Recommended motion language: "I move that the council adopt the ordinance amending chapter 3-2 related to the appointment of deputy department heads and a deputy finance director."

### **BACKGROUND**

As department structures adjust due to growth and personnel changes, it is sometimes convenient to have the ability to reclassify a job as a deputy department head or to hire an individual as a deputy in preparation for an eventual promotion to department head. This ordinance codifies that flexibility and emphasizes that such appointed employees are deemed at-will, non-merit employees. Unlike appointments of statutory officers (appointed by Mayor) and department heads (appointed by city manager), which require advice and consent of the council, the city manager would appoint deputies without requiring a vote of the council. The city manager's ability to appoint deputy department heads will be naturally restricted by the council's budget allocations.

This ordinance also expressly provides authority to the City Manager to appoint a deputy finance director, and removes residual designations of the finance director as the "finance director/assistant city manager." This indicates the Council's awareness of the eventual creation of that position.

It also introduces some order to the ordinance by employing subsections, rather than a massive paragraph.

Respectfully submitted,



Paul Roberts  
City Attorney

Review and concur,



Brigham Mellor  
City Manager



**ORDINANCE NO: 2024-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 3-2 OF THE FARMINGTON CITY MUNICIPAL CODE RELATED TO DEPUTY DEPARTMENT HEADS AND A DEPUTY FINANCE DIRECTOR**

**WHEREAS**, the City Council has authority to enact codes to establish stable and effective governance; and

**WHEREAS**, the City Council finds that the granting of permission to the City Manager to appoint deputy department heads may be convenient and advantageous under most circumstances; and

**WHEREAS**, the Council finds that the attached code amendments are in the best interest of the City and to the efficient organization of city staff: and

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

**Section 1: Amendment.** Sections 3-2-020 and 3-2-100 are amended as provided on Exhibit A, which is attached to this ordinance.

**Section 2: Severability.** If any section, clause, or provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**Section 3: Effective Date.** This Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 9TH DAY OF APRIL, 2024.**

**ATTEST:**

**FARMINGTON CITY**

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

\_\_\_\_\_  
**Brett Anderson, Mayor**

### **3-2-020: DEPARTMENT HEADS & DEPUTY DEPARTMENT HEADS:**

- A. Except as otherwise provided by law, the city manager, with the advice and consent of the city council, shall appoint a qualified person to direct and administer each department, to be known and referred to as "department heads."
- B. The city manager may appoint deputy department heads to assist department directors.
- C. Unless otherwise provided by law, department heads shall serve at the pleasure of the city council and may be removed by the city manager, with the advice and consent of the city council, with or without cause. Department heads shall be under the direct control and supervision of the city manager. Department heads shall obtain annual written approval from the city manager prior to accepting or pursuing employment outside his or her duties as a city department head.
- D. The powers and duties of the department heads and deputy department heads shall be prescribed by ordinances, resolutions, regulations and job descriptions approved and adopted by the city council, or as delegated from the city manager.
- E. All department head positions described in this chapter shall be deemed to constitute a "head of a municipal department" as such term is used in Utah Code Annotated section 10-3-1105, as amended. All deputy department head positions described in this chapter shall be deemed to constitute a "deputy head of a municipal department" as such term is used in Utah Code Annotated section 10-3-1105, as amended.
- A-F. All department head and deputy department head positions are deemed at will positions and are exempt from the protections of Utah Code Annotated section 10-3-1105(1)(a), as amended. As such, department heads and deputy department heads may be terminated with or without cause and shall not be entitled to due process appeal procedures as set forth in Utah Code Annotated section 10-3-1106, as amended, or the provisions of chapter 3-4 of this code related to employee appeals.

### **3-2-100: FINANCE DIRECTOR/~~ASSISTANT CITY MANAGER~~ & DEPUTY FINANCE DIRECTOR:**

- A. There is hereby created the position of finance director/~~assistant city manager~~ who shall act as the department head of the finance department. The finance director/~~assistant city manager~~ shall perform all the financial duties and responsibilities of the city recorder as set forth in the uniform

fiscal procedures act, pursuant to the provisions of Utah Code Annotated section 10-6-157, as amended, and shall have such powers and duties as set forth in city ordinances and as otherwise designated or assigned to him or her by the city council.

B. Pursuant to Utah Code Annotated section 10-6-157, as amended, the finance director/~~assistant city manager~~ shall be appointed and removed by the mayor, with the advice and consent of the city council. The finance director/~~assistant city manager~~ may not assume the statutory duties of the city treasurer.

C. A deputy finance director may be appointed and removed by the city manager.

A.D. The finance director/~~assistant city manager and deputy finance director~~ positions ~~is~~are ~~an~~-at will positions and ~~is~~are exempt from the protections of Utah Code Annotated section 10-3-1105(1)(a), as amended. As such, the finance director/~~assistant city manager and deputy finance director~~ may be terminated with or without cause and shall not be entitled to due process appeal procedures as set forth in Utah Code Annotated section 10-3-1106, as amended, or the provisions of chapter 3-4 of this code related to employee appeals.

## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** David Petersen – Community Development Director  
**Date:** 04/09/2024  
**Subject:** PUD Master Plan Process Changes—Zone Text Amendment Chapter 27  
Planned Unit Development (PUD) (ZT-3-24)

### RECOMMENDATION

Move the City Council approve the enclosed enabling ordinance amending Sections 11-27-060 and 11-27-070 of Chapter 27 (Planned Unit Development[s]) of the Zoning Ordinance related to the PUD Master Plan approval process.

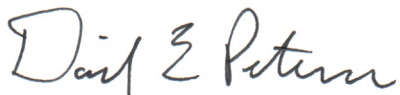
### Findings:

1. Presently, the Planning Commission is the review and approval body for many commercial and multi-family site plans. The Commission has the discretion to delegate such review to the Planning Department. This discretion has worked well for the City over the years. The proposed Chapter 27 amendment allows the Planning Commission the same delegation authority for Final PUD Master Plans.
2. The Preliminary PUD Master Plan checklist is detailed and lengthy, and much of this is not relevant to some PUDs. The recommended text changes result in less submittal information for Single Family PUDs if greater architectural detail and/or open space is not required.

### Supplemental Information

1. Enabling Ordinance

Respectfully submitted,



David Petersen  
Community Development Director

Review and concur,



Brigham Mellor  
City Manager

**FARMINGTON CITY, UTAH**  
**ORDINANCE NO. 2024 - \_\_**

**AN ORDINANCE AMENDING SECTIONS 11-27-060 AND 11-27-070 OF CHAPTER 27 (PLANNED UNIT DEVELOPMENT[S]) OF THE ZONING ORDINANCE RELATED TO THE PUD MASTER PLAN APPROVAL PROCESS. (ZT-3-24)**

**WHEREAS**, the Planning Commission has held a public hearing in which the text changes proposed for Chapter 11-27 were thoroughly reviewed and has recommended that this ordinance be approved by the City Council; and

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

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

**Section 1. Amendment.** Sections 11-27-060 and 11-27-070 of the Farmington City Zoning Ordinance are amended in their entirety as follows:

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.

A. ~~Applications for preliminary PUD Master Plan~~ This development plan shall contain the following written documents:

1A. Legal Description: A legal description of the total site proposed for development, including a statement of present and proposed ownership.

2B. 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.~~

3D. Site Plan, Maps: Site plan and supporting maps:

a1. 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.

b2. General location and size of all dwellings and other structures in the planned unit development.

- ~~c3.~~ 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.
- ~~d5.~~ 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.
- ~~e7.~~ 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.

- ~~4E.~~ 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.
- ~~5F.~~ Control Of Property Evidenced: Evidence that the applicant has sufficient control over the subject property to effectuate the proposed plan.
- ~~6G.~~ 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:
  - ~~a1.~~ An economic feasibility study or market analysis showing the need or basis for the planned unit development.
  - ~~b2.~~ Seismic, special topographic and soils studies.
  - ~~a3.~~ Other studies identified as being necessary because of the uniqueness of the proposed planned unit development site or its general surroundings.

**B. Applications for preliminary PUD Master Plan which include multi-family, commercial, other non-residential uses, and single-family developments which provide open space, shall contain the following additional written documents:**

1. 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.
2. Site Plan, Maps: Site plan and supporting maps:
  - a. Proposed and parking areas, including streets, pedestrian pathways, ingress and egress and recreational vehicle storage areas and proposed outdoor lighting.
  - b. 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.
  - c. 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.
3. Location of any proposed signs.

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

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

- A. Layout: The proposed layout will provide a more pleasant and attractive living environment than a conventional development established under the strict applications of the provisions of the underlying zones. The Planning Commission shall consider the architectural design of the buildings and their relationship on the site and their relationship to development beyond the boundaries of the proposed planned unit development. The Planning Commission shall consider the landscaping and screening as related to the several uses within the proposed planned unit development and as a means of its integration into its surroundings.
- B. Consideration Of Adjacent Property: The proposed planned unit development will create no detriment to property adjacent to the planned unit development and to this end the Planning Commission may require that the uses of least intensity or greatest compatibility be arranged around the boundaries of the project. The Planning Commission may require that yard and height requirements for the adjacent zone apply on the periphery of the planned unit development.
- C. Efficient Use Of Land: The proposed planned unit development will provide more efficient use of the land and more usable open space than a conventional development permitted in the

underlying zone. The Planning Commission shall consider the residential density of the proposed development and its distribution.

- D. Compensation For Increased Density: The increased density allowed within the planned unit development will be compensated by better site design and by the provision of increased amenities, common open space and recreational facilities. To ensure this requirement is achieved, site plans and other plans should be prepared by design professionals.
- E. Hazards Not Increased; Recommendations: Any variation allowed from the development standards of the underlying zone will not increase hazards to the health, safety or general welfare of the residents of the proposed planned unit development. Based on its action on the preliminary PUD Master Plan, the Planning Commission shall make recommendations to the City Council. A recommendation for approval of the preliminary PUD Master Plan shall also include a list of recommendations for deviation from the requirements of the underlying zone requirements.
- F. **The Planning Commission, at its sole discretion, may delegate future review and consideration of the Final PUD Master Plan to the Planning Department.**

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

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

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 9<sup>th</sup> day of April, 2024.

**FARMINGTON CITY**

**ATTEST:**

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

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



**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Kyle Robertson  
**Date:** March 28, 2024  
**Subject:** Consolidated Fee Schedule Amendment

**RECOMMENDATION(S)**

Approval.

Suggested motion language: "I move that the City Council adopt the resolution amending the Consolidated Fee Schedule."

**BACKGROUND**

Farmington City will begin offering a fishing program. The program will be supervised by a full-time staff member, who will receive help from adult volunteers. In order to collect fees for the program, the fees must be published on the City's Consolidated Fee Schedule (CFS). See below the proposed rates for the program, as they would appear on the CFS.

	Resident	Non-Res.
<b>Fishing Program</b>	\$ 25.00	\$ 35.00

Respectfully submitted,



Kyle Robertson  
Senior Accountant

Review and concur,



Brigham Mellor  
City Manager

**RESOLUTION NO: \_\_\_\_**

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE  
CONSOLIDATED FEE SCHEDULE**

**WHEREAS**, the City Council has reviewed the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

**WHEREAS**, the City Council, upon recommendation from the City’s Administrative staff, has determined that an amendment of the Consolidated Fee Schedule is necessary to include certain new and adjusted fees

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

**Section 1: Amendment.** The Farmington City Consolidated Fee Schedule is hereby amended to include the various changes as proposed by City staff. See exhibited “A” attached.

**Section 2: Severability.** If any section, clause, or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF  
UTAH, THIS 9<sup>th</sup> DAY OF APRIL 2024.**

**ATTEST:**

**FARMINGTON CITY**

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

\_\_\_\_\_  
**Brett Anderson, Mayor**



160 S Main  
Farmington Utah 84025

## City Council STAFF REPORT

**To:** Mayor and City Council  
**From:** Brigham Mellor  
**Date:** 04.09.2024  
**Subject:** Surplus of Parcel 070280079, approximately 0.24 acres

### RECOMMENDATION:

Approve the REPC for the sale of Parcel ID 070280079, approximately 0.24 acres  
\$40,000.

### BACKGROUND

This is a landlocked parcel that is no longer needed by the city.

Respectfully Submitted,

Brigham Mellor  
City Manager

# REAL ESTATE PURCHASE CONTRACT

## OFFER TO PURCHASE

Stephen D. Thomas ("Buyer"), located at 65 West State Street, Farmington, Utah, offers to purchase the Property described below, from Farmington City Corporation, a political subdivision of the State of Utah ("Seller"), located at 160 S. Main Street, Farmington, Utah, in accordance with the provisions of this Real Estate Purchase Contract ("REPC").

## OTHER PROVISIONS

March 28, 2024

1. **PROPERTY:** Parcel Tax ID# 07-028-0079  
Address N/A - Landlocked parcel City Farmington County Davis State Utah  
More Particularly Described as:

BEG AT PT 164 FT N & W 160 FT FR SE COR OF LOT 1, BLK 3, PLAT A, FARMINGTON TOWNSITE SURVEY; N 18.8 FT, W 87.5 FT, S 88.8 FT, E 87.5 FT, TH N 70 FT TO THE POB.  
CONT. 0.24 ACRES

1.1 **INCLUDED ITEMS:** Unless excluded herein, this sale shall include structures and all fixtures presently attached to the Property. The following property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: N/A.

1.2 **EXCLUDED ITEMS:** These items are excluded from this sale: N/A

2. **PURCHASE PRICE.** Buyer agrees to pay for the Property as follows:  
\$ \$40,000.00 Balance of Purchase Price in cash at closing  
\$ \$40,000.00 TOTAL PURCHASE PRICE

3. **CLOSING.** This transaction shall be closed on or before May 15, 2024. Closing shall occur when: (a) Buyer and Seller have signed and delivered to each other (or to the escrow/title company), all documents required by this Contract, by the Lender, by written escrow instructions signed by Buyer and Seller, and by applicable law; (b) the moneys required to be paid under these documents have been delivered to the escrow/title company in the form of collected or cleared funds, cashier's check, or other form acceptable to the escrow/closing office; (c) the deed which Seller has agreed to deliver under Section 6 has been recorded; and (d) all tenants of the property have vacated the premises. Buyer shall pay the escrow Closing fee. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to payoff on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated as set forth in this Section. Prorations set forth in this Section shall be made as of the date of Closing. The provisions of this section shall survive Closing.

The escrow/title company utilized in this transaction is: Backman Title Services, 1558 N. Woodland Park Dr. #410, Layton, UT 84041, Escrow Officer Andrea Bastian: (801) 774-8818, [abastian@backmantitle.com](mailto:abastian@backmantitle.com).

4. **POSSESSION.** Seller shall deliver possession to Buyer within 4 hours after Closing. The responsibility of ascertaining and removing personal property left on the parcel at delivery of possession is exclusively the Buyer's responsibility. The provisions of this section shall survive Closing.

5. **TITLE & TITLE INSURANCE.** (a) Seller has, or shall have at Closing, fee title to the Property and agrees to convey marketable title to Buyer by General Warranty Deed, free of financial encumbrances as warranted under Section 9.6; (b) Buyer intends to acquire at Closing, a current standard form Owner's policy of title insurance in the amount of the Total Purchase Price; (c) the title policy shall conform with Seller's obligations under subsections (a) and (b). The commitment shall conform to the title insurance commitment provided under Section 6.1. The provisions of this section shall survive Closing.

**6. SPECIFIC UNDERTAKINGS OF SELLER.**

**6.1 SELLER DISCLOSURES.** Seller will deliver to Buyer the following Seller Disclosures no later than the dates indicated below:

- (a) a Seller Property Condition Disclosure (Land) for the Property, signed and dated by Seller: Apr 4, 2024
- (b) a commitment for the policy of title insurance required under Section 6, to be issued by the title insurance company chosen by Buyer, including copies of all documents listed as Exceptions on the Commitment: Apr 15, 2024
- (c) a copy of any lease, rental, and property management agreements affecting the Property not expiring before Closing: Apr 15, 2024
- (d) written notice of any claims or conditions known to Seller related to environmental problems or code violations: Apr 15, 2024

Seller agrees to pay any charge for cancellation of the title commitment provided under subsection (b).

If Seller does not provide any of Seller Disclosures within the time periods agreed above, Buyer may either waive the particular Seller Disclosure requirement by taking no timely action or Buyer may notify Seller in writing within 3 calendar days after the expiration of the particular disclosure time period that Seller is in Default under this Contract and that the remedies under Section 15 are at Buyer's disposal.

**7. BUYER'S CONDITIONS OF PURCHASE.**

**7.1 DUE DILIGENCE.** Buyer, at its sole option, shall undertake the following Due Diligence elements at its own expense and for its own benefit for the purpose of complying with the Contingencies under Section 8:

- (a) Ordering and obtaining any environmentally-related study of the Property;
- (b) Ordering and obtaining a physical inspection report regarding, and completing a personal inspection of, the Property;

Seller agrees to cooperate fully with Buyer's completing these Due Diligence matters and to make the Property available as reasonable and necessary for the same.

**8. CONTINGENCIES.** This offer is subject to Buyer's approving in its sole discretion Seller Disclosures matters in Section 6.

**8.1** Buyer shall have 5 calendar days after the times specified in Section 7.1 for receipt of Seller Disclosures to review the content of the disclosures and the outcome of the undertakings.

**8.2** If Buyer does not deliver a written objection to Seller regarding a Seller Disclosure, within the time provided in Section 8.1, that item will be deemed approved by Buyer.

**8.3** If Buyer objects, Buyer and Seller shall have 4 calendar days after receipt of the objections to resolve Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. Likewise, Buyer is under no obligation to accept any resolution proposed by Seller. If Buyer's objections are not resolved within the stated time, Buyer may void this Contract by providing written notice to Seller within the same stated time. If this Contract is not voided by Buyer, Buyer's objection is deemed to have been waived. However, this waiver does not affect warranties under Section 9.

**8.4** Resolution of Buyer's objections under Section 8.3 shall be in writing and shall become part of this Contract.

**9. AS-IS CONDITION OF PROPERTY/ADDITIONAL WARRANTIES.**

**9.1** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the property in an "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence period, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**9.2** Notwithstanding Subsection 9.1, Seller warrants the following to Buyer regarding the Property:

- (a) At Closing, Seller will bring current all financial obligations encumbering the Property which are assumed in writing by Buyer and will discharge all such obligations which Buyer has not so assumed; and
- (b) As of Closing, Seller has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the Property which has not been resolved.

The provisions of this Section shall survive Closing.

**10. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.** After all contingencies have been removed and before Closing, Buyer may conduct a "walk-through" inspection of the Property to determine whether or not items warranted by Seller in Section 9.2 are in the warranted condition. If any item is not in the warranted condition, Seller will correct, repair or replace it as necessary or, with the consent of Buyer and (if required) Lender, escrow an amount at Closing to provide for such repair or replacement. Buyer's failure to conduct a "walk-through" inspection or to claim during the "walk-through" inspection that the Property does not include all items referenced in Section 1.1 or is not in the condition warranted in Section 9, shall constitute a waiver of Buyer's rights under Section 1.1 and of the warranties contained in Section 9.

**11. CHANGES DURING TRANSACTION.** Seller agrees that no new leases will be entered into, no substantial alterations or improvements to the Property shall be undertaken without the written consent of Buyer, no further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made.

**12. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind Buyer or Seller and the heirs or successors in interest to Buyer or Seller. Seller is a municipal corporation and must have the authorization of its governing body, the Farmington City Council, before it may enter into a real estate transaction. Buyer acknowledges this fact and understands that in the absence of that approval in an open and public meeting, all of Seller's agents lack authority to bind Seller.

**13. COMPLETE CONTRACT.** This instrument (together with its Addenda, any attached Exhibits, and Seller Disclosures) constitutes the entire Contract between the parties and supersedes all prior dealings between the parties. This Contract cannot be changed except by written agreement of the parties.

**14. DISPUTE RESOLUTION.** The parties agree that any dispute or claim relating to this Contract shall first be submitted to mediation in accordance with the Utah Real Estate Buyer/Seller Mediation Rules of the American Arbitration Association. Each party agrees to bear its own costs of mediation. Any Agreement signed by the parties pursuant to the mediation shall be binding. If mediation fails, the procedures applicable and remedies available under this Contract shall apply. Nothing in this Section shall prohibit Buyer from seeking specific performance by Seller by filing a complaint with the court, serving it on Seller by means of summons or as otherwise permitted by law, and recording a *lis pendens* with regard to the action provided that Buyer permits Seller to refrain from answering the complaint pending mediation. Also, the parties may agree in writing to waive mediation.

**15. DEFAULT.** If Buyer defaults, Seller may elect to terminate this Agreement upon written notice to Buyer. If Seller defaults, Buyer may elect to terminate this Agreement upon written notice to Seller. Where a Section of this Contract provides a specific remedy, the parties intend that the remedy shall be exclusive regardless of rights which might otherwise be available under common law.

**16. ATTORNEY'S FEES & GOVERNING LAW.** In any action arising out of this Contract, the prevailing party shall be entitled to costs and reasonable attorney's fees. The laws of the state of Utah shall govern this Agreement. The provisions of this Section shall survive Closing.

**17. NOTICES.** Except as provided in Section 22, all notices required under the REPC must be: (a) in writing; (b) signed by Buyer or Seller giving notice; and (c) received by Buyer or Seller, or their respective agent, or by the brokerage firm representing Buyer or Seller, no later than the applicable date referenced in the REPC.

**18. NO ASSIGNMENT.** The REPC and the rights and obligations hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller.

**19. RISK OF LOSS.** All risk of loss or damage to the Property shall be borne by Seller until Closing.

**20. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to in writing by all parties. Performance under each Section of this Contract which references a date shall be required by 4:30 P.M., Mountain Time on the stated date.

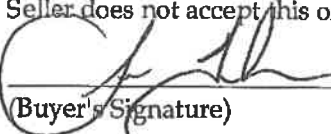
22. **ELECTRONIC TRANSMISSIONS & COUNTERPARTS.** This Contract may be signed in counterparts, and each counterpart bearing an original signature shall be considered one document with all others bearing original signature. Also, electronic transmissions of any signed original document and re-transmission of any signed electronic transmission shall be the same as delivery of an original.

23. **ACCEPTANCE.** Acceptance occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or the other party's agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline: Apr 4, 2024
- (b) Due Diligence Deadline: Apr 18, 2024
- (c) Settlement Deadline: May 15, 2024

24. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by 4:00 PM Mountain Time, March 31, 2024 this offer shall lapse.

 3/28/24  
(Buyer's Signature) Date

STEPHEN, D. THOMAS  
Buyer's Name (print)

65 W STATE Street 801.419.4376  
(Notice Address) (Phone)  
FARMINGTON, UT 84025

Buyer's Initials  Date 3/28/24

Seller's Initials  Date 3/28





## CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council  
**From:** Paul Roberts, City Attorney  
**Date:** April 9, 2024  
**Subject:** **Correction of Ordinance 2023-21**

### RECOMMENDATION(S)

Authorize via motion the correction of Ordinance 2023-21 to remove reference to a 45' public utility easement. We are requesting summary action on this item.

### BACKGROUND

Approximately one year ago, the Council authorized the vacation of a portion of 1525 West to facilitate the transfer of land between the City and the Flanders. This is associated with the realignment of 1525 into Innovator Drive.

One section of the ordinance included a reservation of 45' of PUE, which we had initially thought was necessary, but had later removed from the accompanying plat. The ordinance language was not updated to match the plat.

We request that the council, by motion, authorize the amendment of the Ordinance so that Section 1 now provides:

**Section 1: Vacation of Portion of 1525 West.** A plat depicting the area to be vacated and a legal description of the vacation is identified as Exhibit A to this Ordinance and incorporated by reference. The portion of 1525 West to be vacated is designated on the plat as the Easternmost area marked "vacate 1525 West ROW 66'."

Exhibit A will also now include a legal description of the area to be vacated.

Respectfully submitted,



Paul Roberts  
City Attorney

Review and concur,



Brigham Mellor  
City Manager

DESCRIPTION 1525 WEST FOR EAST 66 FEET

A CERTAIN TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT BEING A FORMER PORTION OF 1525 WEST, AS REFERENCED ON PLAT MAP KNOWN AS SW 1/ 4 SECTION 14 T3N R1W SALT LAKE MERIDIAN PAGE 87 RCS 1-5-1955 ON FILE WITH THE CITY OF FARMINGTON UTAH, HAVING A WIDTH OF 66.00 FEET AND RUNNING IN A NORTH-SOUTH DIRECTION THROUGH PARCEL 08-590-0013. SAID TRACT BEING FURTHER DESCRIBED AS FOLLOWS, TO WIT;

BEGINNING AT THE SOUTHEASTERLY CORNER OF PARCEL 08-059-0013 WHICH POINT IS LOCATED  $N00^{\circ}00'08''E$ , ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 14, A DISTANCE OF 466.34 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL TO THE POINT OF BEGINNING; RUNNING THENCE  $N89^{\circ}58'53''W$ , ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 51.26 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL A DISTANCE OF 26.14 FEET, MORE OR LESS; THENCE NORTHERLY, THROUGH SAID PARCEL, A DISTANCE OF 327.30 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID PARCEL; THENCE  $S89^{\circ}52'55''E$ , ALONG SAID NORTHERLY LINE, A DISTANCE OF 66.00 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE  $S00^{\circ}00'08''W$ , ALONG THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 348.77 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINING 22,863 SQUARE FEET OF AREA OR 0.525 ACRES, MORE OR LESS.

ORDINANCE NO: 2023- 21

AN ORDINANCE VACATING A PORTION OF 1525 WEST

WHEREAS, the City Council for Farmington City, pursuant to Utah Code Ann. § 10-9a-609.5, has authority to vacate public streets within its jurisdiction; and

WHEREAS, a Petition to vacate a portion of 1525 West has been presented to the Council; and

WHEREAS, the Council finds that the public street eventually will be re-located to the East and provide similar connectivity between the two points of vacation; and

WHEREAS, the City is prepared to vacate 1525 West at the points of vacation; and

WHEREAS, the vacation plat reserves a public utility easement for utility providers currently maintaining infrastructure within the right-of-way; and

WHEREAS, the City Council conducted a public hearing on February 21, 2023 to solicit input from the public regarding the petition to vacate; and

WHEREAS, the City Council finds that good cause exists for the vacation; and

WHEREAS, the City Council finds that neither the public interest nor any person will be materially injured by this vacation,

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

**Section 1: Vacation of Portion of 1525 West.** A plat depicting the area to be vacated is identified as Exhibit A to this Ordinance and incorporated by reference. The portion of 1525 West to be vacated is designated on the plat as the Easternmost area marked "Vacate 1525 West ROW 66'," but reserving forty-five feet (45') as a public utility easement from the property boundary line.

**Section 2: Severability.** If any section, clause, or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**Section 3: Effective Date.** This Ordinance becomes effective when the properly executed plat has been recorded with Davis County Recorder's Office.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 4th DAY OF April 2023.

ATTEST:

  
DeAnn Carlile, City Recorder

FARMINGTON CITY

  
Brett Anderson, Mayor





**DRAFT - FARMINGTON CITY – CITY COUNCIL MINUTES**

**March 19, 2024**

**WORK SESSION**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Alex  
Leeman,  
Councilmember Roger Child via zoom,  
Councilmember Scott Isaacson,  
Councilmember Melissa Layton,  
Councilmember Amy Shumway,  
City Attorney Paul Roberts,  
Recording Secretary Deanne Chaston,*

*Community Development Director Dave  
Petersen,  
Assistant Community Development  
Director/City Planner Lyle Gibson,  
City Planner/GIS Specialist Shannon  
Hansell,  
Assistant City Manager/City Engineer Chad  
Boshell, and  
City Lobbyist Eric Isom.*

Mayor **Brett Anderson** called the work session to order at 6:05 p.m. City Recorder **DeAnn Carlile** was excused. Councilmember **Roger Child** participated electronically via Zoom.

**STACK REMOTE HUB HTRZ DISCUSSION**

**Trevor Evans**, Vice President of Development with STACK Real Estate, addressed the City Council and explained the Housing Transit Reinvestment Zone (HTRZ), which represents a shift in Utah. Since 2021, the HTRZ allows local governments to use a portion of local tax revenue to help support the costs of development near transit stations. A big piece of the HTRZ is a smart community that is transit-oriented, with alternative transportation options. Components of the HTRZ are that 50% or more of the development has to be residential acreage, with 50 units per acre or more. This will help incentivize people to live near a transit station. The HTRZ funds almost two-thirds of the estimated \$254 million investment gap.

STACK has been following legislation and subsequent developments regarding the HTRZ. Since Farmington Station is mostly built-out, it makes sense to make a connection to the 100 plus acres of land to the north, dubbed North Station. **Evans** would like to qualify North Station with the HTRZ designation, which has a general goal of putting people on transit. This would require shrinking the Community Reinvestment Area (CRA) boundaries to the north and south.

For this project to effectively pencil out, 2,600 residential units are needed to complement the employment center. North Station will increase transit ridership through a fixed guideway extension from the existing Farmington FrontRunner station as well as planned bus circulation stops along arterial roads. It will increase access to employment and reduce the need to drive to work. Davis County exports over 100,000 jobs per day to neighboring counties. North Station will provide a place to live and work with multiple, accessible modes of transportation. As it is directly adjacent to a proposed Weber State University Farmington campus, it will increase access to education. The project will also provide ongoing support for Station Park, a major retail destination for Davis County and the greater region that will benefit from the additional residents and employment center. North Station will likewise provide connectivity and options for active transportation through a robust trail system running throughout Farmington City.

Projects moving forward are usually restrained by parking structures. In 2019, stalls could be built for \$15,000 to \$16,000 per stall. Now it costs \$30,000 for the same stall. In addition, parking structures can't be leased.

**Evans** said STACK can't do what was previously promised due to a different funding mechanism. Therefore, the new masterplan includes 2,631 residential units. Of those, a total of 315 units will be affordable housing, with 237 units at 80% Area Median Income (AMI) and 78 units at 60% AMI. He said the State likes to see affordable units spread across the project rather than be concentrated in one Low-Income Housing Tax Credit (LIHTC) building. The masterplan also includes 832,000 square feet of Class A office space; 162,500 square feet of commercial space; a key hotel; and the linking and expansion of the regional trail system to promote active transportation.

**Evans** said taxing entities will receive more tax revenue with the establishment of the HTRZ than without it. Over 45-year period, the HTRZ development will generate \$417.8 million in incremental property taxes with \$167.1 million in funding from the HTRZ and \$250.6 million going to the jurisdiction. Without that funding, traditional lower-density development would generate \$193.2 million in property taxes over the same 45 years. The HTRZ development will generate approximately 30% more tax revenue for the jurisdiction. At full build out, the development will generate 2.15 times the amount than the traditional lower-density development would on an annual basis.

City Manager **Brigham Mellor** said the Redevelopment Agency (RDA) Board can't expand the CRA boundaries, but it can shrink the CRAs, which still have the \$24 million collection cap. Weber State is cut out of tax increment, as it will never pay taxes, so they can be cut out of the CRA. CRA 1 has a \$21 million cap. Costs are too much to build right now, so things don't line up for developers. 2027 is the year that will trigger the beginning of tax collection on these properties. The City will then have 25 years to collect 80%. Flexibility allows for development to take place to the quality and caliber Farmington expects.

**Evans** said his company is not seeking to increase the density compared to where they were in 2020. Considering the Evergreen and Wasatch developments, STACK is on par with the residential density. Three-story walk-up apartments are what is penciling across the Wasatch front right now. A \$167 million HTRZ incentive doesn't cover the full parking structure need. There will be a funding gap, and STACK hopes to fill that gap with the right amount of rents. The first phase will not have a parking structure, but the second phase would.

**Mellor** said there has been an evolution. At first there was going to be an affordable housing wrapped product, but the developer couldn't make it work. Things didn't pencil out. The City is seeing this play out not just with the STACK development, but with other developers. For example, the proposed Castle Creek project shrunk the "L" building. **Mellor** said the HTRZ has five additional years compared to the CRA, and it doesn't require Farmington to go back to Davis School District and Davis County, who may be hesitant to sign off on this. The School District and County don't deal with developers. However, the Legislature knows that there has to be a new mechanism, and this one would be between the State and Farmington. The allocation of money would be between Farmington and STACK, which would require an amendment to the current Development Agreement (DA) as well as a tax increment agreement. Originally, the DA called for 3 acres of residential for every 1 acre of commercial. After developing 500,000 square feet of office, the developer could build as much residential as they desired. While Stack has

proposed an adjustment to that, Farmington has pushed back. **Mellor** believes there is still some middle ground.

**Mayor Anderson** said time is of the essence, as any delay could freeze up the money wheels. Councilmember **Scott Isaacson** said he gets a sick feeling in his gut that Farmington will just end up with more residential, and not enough commercial and office. He wants a transit stop not just between two office buildings, but also more into the residential hub of the community with nice restaurants nearby. **Evans** said he would look into adding a second Utah Transit Authority (UTA) spot. The original design with just one UTA stop was to reduce friction getting to and from the FrontRunner station.

**Mellor** said he doesn't want to have a missed opportunity to have a FrontRunner station connected to a key location in Farmington. Other cities have missed such an opportunity. For example, Salt Lake's FrontRunner Station doesn't connect to the downtown Rio Grand. In Ogden, the Station is being moved back to Union Station. Farmington needs to think about all options, identifying the best route that fits in with the big picture. However, this wouldn't change the HTRZ boundaries.

**Evans** said they are planning for 1.5 parking spots per residential unit and 3.8 parking spots per 1,000 square feet of office space. Via Zoom, Councilmember **Roger Child** said that is pretty low for Class A office space. He doesn't suggest going lower than 1.5 for housing. Best-parked office space would be closer to five stalls per 1,000 square feet, so this proposal is going skinny. Daytime/nighttime shared parking is a unique opportunity that isn't seen often in the marketplace. Because most people like to have assigned parking, shared parking may diminish the marketability of the residential units. He would like to see a study detailing the benefit of urban daytime/nighttime parking.

**Evans** told the Council to expect a hotel and entertainment user (such as a bowling alley) in the project. Those users would cross-park with the office well. The developer is trying to marry-up users to make efficient use of shared daytime/nighttime parking arrangements. Cross-parking will be used throughout the development to maximize the experience and make the best use of their investment. Retail broker WPI has been marketing the commercial area since the fall, and they are talking to three mid-box users. They have had good traction attracting anchors for the east part of the project, and expect to build out the rest of the commercial space after the anchors have been announced. Post 2020, there is demand for office space. However, the new problem is the increase in construction costs. Users are paying a lot more for the same square footage. In one case, the cost went from \$27 per square foot to \$40, which produced sticker shock. With no vacancies, users are having to bite the bullet and accept that new product will cost more. Davis County has low office vacancy, so the market is in a transition phase right now. Utah's good labor force attracts companies to establish their headquarters here.

Councilmember **Amy Shumway** encouraged STACK to have their residential units become owner-occupied rather than rental properties. It is getting more difficult for young people to own their own homes in Utah. **Evans** said the townhomes in the first phase will be platted separately to allow for owner occupancy. However, they will be rentals until rates drop and the market comes back. He said he will be approaching the Utah Governor's Office about HTRZ opportunities for this project.

## **REGULAR SESSION**

Present:

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

*City Attorney Paul Roberts,  
Recording Secretary Deanne Chaston,  
Assistant Community Development  
Director/City Planner Lyle Gibson,  
City Planner/GIS Specialist Shannon  
Hansell, and  
Assistant City Manager/City Engineer Chad  
Boshell.*

### **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:04 p.m. City Recorder **DeAnn Carlile** was excused. Councilmember **Roger Child** participated electronically via Zoom.

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

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

### **PRESENTATION:**

#### **Hopebox Theatre presents Seven Brides for Seven Brothers**

Representing the Hopebox Theatre, **Leslie Richards** presented a portion of the Seven Brides for Seven Brothers cast, who performed two musical numbers for the Council. The show will run April 5 to 27, 2024, at their location in Kaysville. Hopebox donates proceeds to a local recipient in need. This play will support a father who has cancer and eight young children.

#### **Student Spotlight: Isabel Oldroyd, Farmington High School**

**Mayor Anderson** presented this agenda item. **Izzy** is an FHS officer and sets a positive tone for the entire school, according to FHS Assistant Principal **Tim Allen**. She is enrolled in both concurrent enrollment and advanced placement classes while maintaining a 3.995 GPA. “She truly cares about those around her and shows genuine interest in each peer that she comes in contact with, making each of their days better for having talked to her,” **Allen** said. “She is a wonderful example of the difference students can make when their focus is on helping others and the care of those around them.”

#### **Introduction of the New Youth City Councilmembers and Administration of Oath of Office**

**Mayor Anderson** swore in the new Youth City Councilmembers for 2024 including: **Geneva Abrams, Brigham Barber, Jacob Blood, Courtney Burgon, Cannonn Christensen, Trace Cresap, Kate Drommond, Farrah Farnsworth, Nikole Freebarin, Adley Garn, Brecklyn Garn, Hallie Gladwell, Logan Hammond, Sydney Hardy, Max Johnson, Claire McNally, Joseph Miller, Sarah Miller, Avi Muirbrook, Isabel Oldroyd, Eric Rasmussen, Amelia Smith, Charlotte Smith, Davis Stewart, Adelyn Tingey, and Amelia Wilcox.**



**Anderson** said the Youth City Council (YCC) is now much more interesting than when it was just free labor for the City. The current administration, with the help of YCC Advisor **Emme Pagget**, developed a new program where YCC members are divided into departments and get a taste of what it means to run a city. The Utah Recreation and Parks Association (URPA) recently rewarded Farmington for its outstanding YCC program.

Councilmember **Amy Shumway** introduced the group of people in the back of the room as residents of Farmington Crossing who can use the new infrastructure for pedestrian access.

## **PUBLIC HEARINGS:**

### **The Charlotte Project Master Plan/Development Agreement (DA), Schematic Site Plan**

Assistant Community Development Director/City Planner **Lyle Gibson** presented this agenda item. This project on the west side of the City is off Burke Lane on the south, on the east side of Maker Way. In the past couple of years, this land has been identified for nonresidential uses as developers try to determine how much development the infrastructure can support. CW Urban controls 5 acres against Maker Way. Staff's feedback to the developer was to cooperate with neighboring property owners so the project could flow correctly. The proposed is a larger area now at 11 acres, after they cooperated with the neighbor, **Tod Jones**. The northeast corner of the property is the **Cook** family. The triangle shape has made it difficult to develop on its own.

The Charlotte is in the Office Mixed Use (OMU) zone. The City wants a mix of uses in this mixed-use district, where residential is not outright allowed. However, the City Council can choose to allow residential at their discretion. The proposed Development Agreement is in the packet. Restaurant pads are proposed on the north. Drive-up windows are not initially allowed, but the Council may vote to allow them on a case-by-case basis. At the Planning Commission's request, the applicant has added architectural features to make drive-up windows work better.

Shepard Creek runs north-south on the east side of the project, and Staff wants the trail to run along that. The DA includes that the applicant will design and build the trail, dedicating it long-term to the City, who would maintain the surface of the trail.

The applicant is proposing 92 single-family attached townhome units that will be platted individually as a potential for-sale product. The applicant is committing the blank area on the northeast side to be nonresidential development such as a unique recreation or entertainment use. They have had a handful of potential users consider the property for nonresidential uses, but the applicant is not able to disclose any more details at this time.

Cook Lane by McDonald's stops on the east side of the creek. There will be a future bridge and road extension. A previous developer was unable to complete that bridge and culvert because the Army Corps was still figuring out wetland delineations. The traffic engineer has worked out the Maker Way and Cook Lane intersection. Access into the property will be closer to the creek along Burke Lane. A bend in the road there makes it difficult to see approaching cars. In the OMU district, 10% of housing must be made available for moderate-income housing, and the applicant has proposed how they will fulfill that requirement.

**Gibson** said Staff would like the Council to table this application in order to allow time to resolve specifically three issues. First, the details need to be worked out regarding who is doing and paying for what for the Cook Lane bridge over the creek. In a general sense, the developer is

willing to do the installation, with some kind of a cash contribution due from the City. Secondly, verbiage in the DA needs to spell out Burke Lane access. Lastly, Staff isn't comfortable the moderate-income housing element is ready.

**Shumway** said the trail will be highly used, so the width of the trail must be considered. She would like the DA to include that the trail needs to be asphalted so that it can be stroller- and road bike-friendly.

Applicant **Colton Chronister** (426 W. Meadow Drive, Kaysville Utah) addressed the Council. They bought the property a year ago, and now, after collaborating with Staff, the proposal is better than when it was initially brought forward. There are three 3,500 square-foot restaurants and one 5,000 square-foot restaurant, for a total of four.

**Mayor Anderson** said the City is getting antsy because they expected to see mixed office, residential, and commercial, and now it just seems like all residential.

**Chronister** said they can commit to asphaltting the trail as well as installing park benches and picnic tables. They have engaged a landscape engineer to upgrade the landscaping around the trail, which will be dedicated to the City. The master commercial agreement and Homeowner's Association (HOA) agreement will address that the City will not bear the costs of maintaining the landscaping.

Each of the 92 townhome units will have two-car garages. The HOA agreement will not allow the garages to be used for storage, and preserves them for parking vehicles instead. Long trucks and big Suburbans will fit inside the garages. There will be 32 guest stalls, with some parallel parking on Maker Way. **Chronister** is excited to be close to the new City park on the southwest. There is good, active pedestrian frontage inviting to a highly used trail. The residents of this development will be able to interact with the pedestrian element and nearby park. This project will be the backyard of the Brighton development to the east and Segoe development to the west.

A "restaurant row" with a larger sit-down restaurant will have an outdoor seating element to interact with the pedestrian element. To the south are two drive-thrus, which have been in higher demand since the 2020 pandemic. **Chronister** said they have been intentional about how these drive-thrus look and feel, and there will be a buffer between the pedestrian and residential. Parking will be both tenant- and City-driven. Per the DA, there will be cross access so site circulation works.

There has been interest from multiple "experiential" users, but no other information can be disclosed at this time. The applicant feels comfortable committing that the future phase will be commercial and a use that fits in the OMU zone without deviations. The applicant intends to get a unique user and "land the big fish," maximizing even empty space.

The 92 townhomes will have between two to four bedrooms, and between 1,500 to 2,100 square feet, depending on market demand and site plan design. The applicant intends to keep product options open. The Planning Commission expressed their desire to see the townhomes individually platted, allowing for a for-sale product. The applicant intends to help the City reach the goal of creating for-sale, owner-occupied units.

**Chronister** said he has heard loud and clear that Farmington doesn't want units that are boxy, so they will vary the roofline. They pride themselves on design and can dabble in anything requested by the City. They intend to give Farmington the vision Staff and the Council desires.

Councilmember **Alex Leeman** said that of all the developers he has dealt with over the years, CW Urban has been the most focused on thoughtful design and incorporating feedback from the City. He has very little heartburn because he trusts the applicant to do it right.

**Shumway** said that since the applicant is coming in under Section 140, the Council has the discretion to accept the cash or require nine units of moderate-income housing. She would like to see the proposal revisited regarding affordable housing. A lot of the townhome unit communities coming in now don't have amenities such as weight rooms and pools that Farmington is used to seeing. Perhaps these are being cut because construction costs have increased. If amenities are being cut in these communities, new density will start to have an impact on City facilities instead. She questioned if the parks and recreation impact fees are enough to cover the new demand. These pressures are going to affect the City quite a bit.

**Chronister** said it is easier for them to rent the townhomes rather than deed restrict them or pay a fee in lieu. Because everyone is struggling with high interest rates, they proposed that \$400,000 go toward buying down interest rates. The money would be structured as permanent rate buy-downs restricted to residents, reducing the interest rates for all 30 years of their mortgage and saving as much as \$150,000 over the life of the loan. This will make more attainable housing. They feel this proposal satisfies the "other public benefit" called for in the code, as does the continued landscape maintenance and trail construction. They are not willing to commit to deed-restricting the townhome units. However, they are open to discussion and discourse. The proposal does need some fine-tuning.

**Mayor Anderson** opened and closed the Public Hearing at 8:10 p.m. Nobody signed up in person or electronically to address the Council on the issue.

**Child** said it is a challenge to convert rentals into for-sale units when considering financing.

**Isaacson** said he likes the interest buy-down idea in theory, but he is not sure if it satisfies the affordable housing requirement. The State has mandated each city in the state to have a certain amount of affordable housing, and he is not sure this would meet that obligation. He wants to know if it actually works.

**Gibson** said the State doesn't tell cities how many or how to do it, as cities choose the strategies to employ. Farmington has to report its efforts to the State annually, and interest rate buy-downs could be included in the future. However, he is not sure if it would meet the requirement. City Attorney **Paul Roberts** said interest rate buy-downs are not specifically linked to affordable housing, as they could be offered to any buyer.

**Isaacson** said the zone is "office mixed use," but there are not offices. It was supposed to be an office park. Because the market changed in the last five years, it may not be realistic to expect office. The anticipated "experiential" use is not office. His constituents don't want more townhomes and apartments in Farmington, but the City keeps approving residential development.

**Leeman** said a lot of office has been approved, but it is not coming out of the ground yet. He envisioned Class A office space, not medical spaces. He likes the creek being visible, not piped.

He also likes the retail uses up by Burke Lane and the 50/50 ratios. **Gibson** said it is necessary to verify if the interest rate buy-down qualifies for moderate-income housing.

**Motion:**

**Leeman** moved that the City Council table this item to a future meeting specifically to address details and Development Agreement language for the Cook Lane bridge, the Burke Lane access, and moderate-income housing issue.

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

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

**Supplemental Development Agreement for sign proposal for the Western Sports Park**

**Gibson** presented this agenda item. Construction of the Western Sports Park (WSP), previously known as the Davis County Legacy Events Center, is well underway. As is common with nonresidential projects, signs come in later. In the initial agreement, Davis County was granted the ability to keep an electronic message sign on the corner by the roundabout. The current zone doesn't allow electronic message signs. However, the City will be allowed to use it, and their participation was mentioned in a prior agreement.

The applicant is now providing details of what the signs will look like. These include directional signage, stop signs, parking signs, and building signs. The Planning Commission heard this over two meetings, and some neighbors have given feedback that they want signs to direct traffic to the main entrance off Clark Lane. There will not be any signs on the west side facing 1100 West where residents are. The WSP sign will be on the south side of the building. Sponsor signs will face north along Clark Lane. The windows will become adaptive signs with changeable vinyl signage that allows light and visibility to come through.

In general, an agricultural zone has minimal signage. Now that it has been zoned Agriculture Planned (AP) District, the applicant can ask the Council to approve something unique. The applicant is not asking for a deviation from the typical electronic signage requirements, and they will honor when to turn the sign on and off to reduce nighttime light pollution. However, the use of signage to name WSP sponsors worried Staff. However, if the sponsors are associated with events happening on-site and are vetted through WSP management, it would not be considered off-premise advertising. Therefore, Staff is comfortable with the proposal. There is no opposition from the neighbors to the west if there is a directional sign on the corner. Neighbors had been concerned that the project's address was listed off of 1100 West in prior documents. However, **Gibson** said the address should be off Clark Lane instead and therefore has been re-noticed.

**Scott Smith** with Method Studio Architects, representing the applicant, addressed the Council. He said the signs are expected to go up in August or September. **Smith** said the signs on the

corrugated building are all vinyl and will not be protruding. At night the graphic signs on the windows will not be visible, as you would be able to see into the building instead.

**Mellor** said he is excited about this project. **Shumway** asked if anyone else was nervous about how large, intense, and imposing the signs would be on the building. However, it may be off-set by the parking lot that is in between the road and the building. **Isaacson** said he lives on 1100 and has nothing against it. He wishes the County had as much interest in the fine arts as they do in sports. He hopes to have a county concert and fine arts facility in the future.

**Mayor Anderson** opened and closed the Public Hearing at 8:36 p.m.

**Wendy Rasmussen** (1233 W. 175 S., Farmington, Utah) lives west of this project. She is afraid vinyl signs would rip from the wind in this location. She is also concerned about how bright the electronic sign will be. Canyon Creek Elementary's electronic sign is blindingly bright at night. However, the sign will be on the north side, and there are no residential neighbors there. While this is a huge facility that has lots of parking, she wants to know if the "no parking during events" signs further down the road will be enforced.

**Leeman** said Davis School District's signs are different. Parking is a separate, huge can of worms. Since the front of the building will be on the north side, where there will be signage, that will be the recognizable place to enter and park. There is a ton of parking.

**Anderson** closed the Public Hearing at 8:40 p.m.

**Gibson** said the State oversees signs for the School District. They are Big Brother and tell Farmington what to do. The WSP electronic sign is done to Farmington standards, will turn off at certain times, and will be extra dim so as not to be overwhelmingly bright. Farmington can work with Davis County so it is not a nuisance.

**Smith** said he is working with a professional sign company to affix signs to the building properly. The company considers wind loads, but he will ensure they know how important it is in this location. The signs on the buildings will be adhesive and similar to a vehicle wrap.

***Motion:***

**Leeman** moved that the City Council approve the Supplemental Development Agreement for the Davis County Legacy Events Center/Western Sports Park permitting the signage as indicated in the included plans with the following Condition:

1. The final location of the electronic message sign be placed in a manner acceptable to the Development Review Committee (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 1-4:**

1. The majority of the signs proposed for the project are important to guiding users and traffic to and throughout the property and facilitating 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 10 p.m. and 6 a.m.
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.

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

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

**Plat amendment for the Loock Estates subdivision amending the Eagle Creek Subdivision Phase II Boundary Line Agreement Plan, consideration of a street vacation for part of 1100 West Street, and consideration of a Transfer of Development Right (TDR)**

**Gibson** presented this agenda item. This is one 75-foot wide, narrow lot with an existing home. The end goal is to move and rotate the existing home in order to create one new lot on which to build a new home. To get an additional lot, the zone requires open space, moderate-income housing, or the purchase of a TDR. A negotiated TDR agreement is being presented tonight in order for the applicant to have two homes. The applicant has proposed to pay \$3,500 to purchase the TDR. The Right of Way (ROW) could be reduced to 66 feet, allowing the City to consider vacating a portion to the applicant, who would put in a curb, gutter, and sidewalk. Staff feels the vacation is appropriate, although the degree it tapers needs to still be determined.

**Gibson** said Farmington Creek wraps along the northern order, and there is interest for a trail system there as it heads east toward the mountain. There are some easements on the north side even though the trail doesn't exist on that side yet.

Applicant **D. Spencer Loock** (496 S. 1100 W., Farmington, Utah) said he appreciates the guidance of Staff, and he and his wife, **Marynn**, plan to make this their forever home, moving Grandma and Grandpa into the other home on the side.

**Mayor Anderson** opened and closed the Public Hearing at 8:53 p.m. Nobody signed up in person or electronically to address the Council on the issue.

**Isaacson** said he lives across the street, and he feels this is a good proposal that represents an improvement to the area. **Shumway** said she walked the property, paying particular attention to the north side trail easement. She noticed one property owner to the north highly encroaching on the trail easement with a fence, concrete, swing set, and covered gazebo. Although that encroachment does not pertain to this application, she feels the City needs to rough out the trails so the intent is clear to neighboring property owners. She doesn't anticipate the City improving the trail until the Bangerter property development possibly decades into the future, but she wants property owners to be aware of the possibility. It is a platted easement all should be aware of, and she would like to know the best political method to approach land owners about the possibility of a trail coming through in the future.

**Mayor Anderson** said he has a pipeline easement in his backyard where he has installed a basketball court. He was told that if the company needs to excavate across it, they will not replace his basketball court. He is aware of that possibility, but still encroaches on the easement.

**Mellor** said he would talk with Community Development Director **Dave Petersen, Roberts**, Assistant City Manager/City Engineer **Chad Boshell**, and City Parks and Recreation Director **Colby Thackery** about the encroachment issue and the best diplomatic way to handle it. It may be to knock on the door and talk to the land owners before sending a notice, as he doesn't want to stir the pot. He doesn't anticipate the Bangarter property developing in the near future.

**Loock** said he wants to give his neighbor some credit, as he was trying to find a way to keep his children out of the creek in that area. He suggested a light-handed approach to the encroachment issue.

***Motion:***

**Isaacson** moved that the City Council approve the ordinance (enclosed in the Staff Report) vacating a portion of the 1100 West Right-of-Way (ROW) as identified within the ordinance adjacent to the property at 496 S. 1100 W. subject to the following Conditions 1-6:

1. Final approval of the plat amendment and street vacation is subject to approval of the plat and construction drawings by the DRC.
2. The vacated area shall be similar to that area identified in the plans, which includes a more gradual narrowing of the street.
3. The final legal description shall be provided by the property owner delineating the area to be vacated.
4. The plat for the subdivision amendment shall include the vacated ROW and requested easements related to it.
5. A public utility easement and other easements identified by the DRC such as an extension of the BOR easement shall be granted within the vacated portion of the ROW to accommodate existing and potential future utilities.
6. Full street improvements including curb/gutter/sidewalk on the west side of 1100 West shall be installed by the property owner.

Findings 1-4:

1. The property owner of 08-674-0214 is the logical recipient of any ROW being proposed for vacation.
2. The actual road surface from this point south is already more narrow than the road to the north.
3. The remaining ROW width meets the planned dimensions for 1100 West.
4. The ROW can be put to better use and no harm to the general interest of the public is created by its vacation.

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

Mayor Pro Tempore/Councilmember Alex Leeman  
Councilmember Roger Child  
Councilmember Scott Isaacson

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

Councilmember Melissa Layton  
Councilmember Amy Shumway

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

**Rezone of property to the Large Residential (LR) Zoning District and consideration of Preliminary Planned Unit Development (PUD) Master Plan and Schematic Subdivision Plan for the Ericksen Subdivision**

**Gibson** presented this agenda item. The subject property of 2.5 acres is accessed from 950 North Street (North Station Lane) near the city boundary with Kaysville. Haight Creek runs along the east side of the property and the Rail Trail is to the west. The property is zoned Agriculture (A), and there have been a lot of proposals for its development, including townhomes. Staff’s direction has been that single-family detached products on large residential zoning are best in this area in order to match the surrounding area.

The applicant has put together a plan with five residential lots. Since they are not asking for additional lots or density, open space and moderate-income housing is not required. The configuration is a bit unique considering their desire to keep the existing home on the property. So, the applicant is looking for five lots, with one lot having an existing home on it.

Three of the lots would front 950 North, and Lot 4 would be on a flag lot. They intend to keep the detached garage. This proposal would require a PUD, and the Council has discretion on that as well as a zone change from A to anything else. The ordinance does not generally allow flag lots. Lot 4 would get access from the flag lot, and Lot 3 would also use it so as to prevent curb cuts on 950 North. This is a positive, so Staff thinks it makes sense.

The applicant is also looking for flexibility for their setbacks. A gas pipeline runs on the east side of the property, as mentioned in the first condition. The applicant wants to keep the retaining wall in place in front of the house, and also has some changes to the proposed sidewalk. Some have been concerned with the proposed 8-foot tall stamped concrete wall, saying it would create pedestrian visibility problems on the shared drive. The ordinance typically calls for a 6-foot fence, but the applicant is asking for two more feet for privacy reasons. **Gibson** said when the Commission heard this, their emotions were all over the place.

**Leeman** said he really likes the proposal to save the trees, but moving the sidewalk into what feels like the front yard may be awkward. **Gibson** said Public Works likes keeping large park strips for snow and utilities, and allowing the sidewalk to go directly to the back of the curb creates problems.

**Mellor** said having 8-foot tall concrete fences right up against the sidewalk feels incongruent with what has been proposed in the area, which currently has a very open feel with trees.

**Shumway** said she is concerned with a 8-foot wall right up against the sidewalk, especially with the Rail Trail right there. She said those riding a bike along there may hit into the wall. She suggested looking at the Ivory development along Farmington Hollow where landscaping is installed in front of a fence on the north side of the road. The area looks really nice, and the trees create some privacy.

**Shumway** also noted that the City owns the Haight Creek trail on the west side of the proposed project. The railroad ties along the trail to the side of Lot 1 have sluffed off, and a tree is lying in the creek. A new boardwalk may need to be created. She would like access to make the needed trail improvements. The trail needs to be reconstructed or re-engineered for more sustained use. It



may be easier to fix the trail while construction is otherwise occurring on the adjacent lot. Once a house is constructed, it may be difficult for needed equipment to get access to the trail.

Applicant **Jared Ericksen** (1926 W. 950 N., Farmington, Utah) addressed the Council, saying he is amenable to an agreement allowing access to the trail. He is also open to the fence being pushed further to the north. He is planning to sell Lot 3. He is fine with the property owner maintaining the landscaping between the wall and the sidewalk. Since the Denver and Rio Grande Western (D&RGW) Rail Trail is raised a few feet, he feels a 6-foot fence will not be adequate for privacy and security. **Mayor Anderson** said he has sympathy for the applicant, as the Rail Trail runs along his property as well.

**Leeman** said he is worried that an 8-foot fence will create the feel of a compound, although he is fine with an 8-foot fence near the Rail Trail. He is more concerned with the feel of an 8-foot fence than the site lines. It may feel out of place on that street that has been widened and improved as an entrance into Farmington. **Mellor** said the concrete walls along Layton Parkway feel different than the Antelope Drive sound walls, and those are taller than 8 feet. If the walls are pushed back off the sidewalk, they don't look as bad.

**Mayor Anderson** opened the Public Hearing at 9:58 p.m.

**Amee Ruedas** (1864 W. 875 N., Farmington, Utah) said she lives nearby and received the City's notice. Because of the strong windstorms in the area, she appreciates moving the power lines underground. It will also save the trees from being trimmed by the power company. She said keeping the 8-foot fence would help prevent vehicle headlights from shining into residential yards. This area is expected to receive a lot more traffic in the future. Her 16-year-old son was hit while riding his bike in this area. She thinks setting the wall back is a good compromise, especially as there is not a finished park strip across the street.

**Mayor Anderson** closed the Public Hearing at 10:05 p.m.

**Leeman** said **Ruedas** has a good point about the headlights. The lot is a huge 0.7 acres, so a fence being pushed back won't feel as big. It is a neat piece of property and he is happy with what is being proposed there.

**Ericksen** commented on a 5-foot gap on the north property line that still needs to be resolved with his neighbor. **Mayor Anderson** said it is a civil matter that the City doesn't need to get involved in.

**Leeman** said there is an understanding that he wants put on the record that the applicant will provide access across Lot 1 for the City to fix the trail. It is not necessary to put it in the official conditions or depict it on the plat.

***Motion:***

**Leeman** moved that the City Council approve the rezone of the property to the LR zoning district, Preliminary PUD Master Plan and Schematic Subdivision plan for the proposed Ericksen Subdivision with the proposed lot layout, setbacks, and fencing subject to all other applicable Farmington City development standards and ordinances with the following conditions and/or alterations 1-10:

1. A letter confirming the location and size of the pipeline easement from the easement holder be provided to the City to ensure it is properly accounted for on the plat.
2. The sidewalk design may be shown on the plans provided to the City Council.
3. The sidewalk shall be extended to connect to the Rail Trail to the east.
4. The applicant must meet all requirements of the City’s DRC.
5. Fence length, placement, and height to be fully identified in subsequent steps. Fence placement may not be in front yard of Lot 3. Fence may be precast concrete panel wall.
6. Fencing/walls shall not impede on clear view areas to ensure traffic and pedestrian safety.
7. Applicant shall return to Planning Commission at Preliminary Plat with a proposed path to resolution pertaining to any property boundary in dispute.
8. One change is for sidewalk to abut back of curb across Lot 1, the existing home. When it reaches Lot 3, the sidewalk would move north so there is a 5-foot park strip, 6-foot sidewalk, and an additional 5 feet of property before any fence or wall can be put in.
9. The wall in that location can be 8 feet tall; same thing for the wall that goes up along the Rail Trail.
10. In addition, the City is requiring the applicant to put in park strips, trees, and adequate vegetation along the wall in that area consistent with the examples discussed during the meeting.

Findings 1-5:

1. The single-family development is consistent with the General Land Use Plan and other development near this location while accommodating lots on a triangular-shaped property.
2. The applicant is not seeking additional lots.
3. The PUD helps facilitate lots on a triangular-shaped piece of property and limits curb cuts onto 950 North Street with the flag lot configuration.
4. The scale of development doesn’t support or justify common spaces.
5. The City already owns the property for the Haight Creek Trail to the west.

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

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

**REDEVELOPMENT AGENCY MEETING**

Present:

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

*City Attorney Paul Roberts,  
Recording Secretary Deanne Chaston,  
Assistant Community Development  
Director/City Planner Lyle Gibson,  
City Planner/GIS Specialist Shannon  
Hansell, and  
Assistant City Manager/City Engineer Chad  
Boshell.*

***Motion:***

Councilmember **Melissa Layton** made the motion to adjourn to the Redevelopment Agency (RDA) Meeting.

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

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

**CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 10:18 p.m. Roll call established that all members of the Governing Board of the Redevelopment Agency of Farmington City were present.

**Purchase of the Boyce property for the Rocky Mountain Power (RMP) Substation**

City Manager **Brigham Mellor** presented this agenda item. Purchase of the Boyce property is under contract subject to City Council approval. This purchase by the RDA allows the Boyce Family to leverage a 1033 Exchange and facilitate Rocky Mountain Power’s acquisition of a parcel for a power substation that will feed the business park with the necessary power. The parcel will eventually be sold to RMP at the price Farmington paid for the land prior to the construction of the substation. RMP has to get buying approvals before purchasing the property. **Mellor** said Farmington will get their money recouped if needed.

City Attorney **Paul Roberts** said RMP has a year to pay the same price Farmington paid for it.

***Motion:***

Councilmember **Scott Isaacson** moved that the RDA approve the Real Estate Purchase Contract (REPC) for the Purchase of Parcel ID 080570019, approximately 2.1 acres, for \$925,000 to facilitate the construction of a power substation.

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

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

***Motion:***

**Isaacson** made a motion to adjourn and reconvene to an open City Council meeting at 10:22 p.m.

**Layton** seconded the motion, which was unanimously approved.

Mayor Pro Tempore/Councilmember Alex Leeman	X Aye	___	Nay
Councilmember Roger Child	X Aye	___	Nay
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: Main Street (Park Lane – Shepard Lane) Right-of-Way Acquisition Service Agreement – Meridian Engineering for \$59,561.97. **Layton** mentioned that the deadline for insurance is expiring in the next couple of months, even though completion is projected for February of 2025. **Roberts** said it was proof of insurance that will be updated every year. **Boshell** said these temporary ROWs needed to complete the project have added more expenses than expected.
- Item 2: Main Street (Park Lane – Shepard Lane) Right-of-Way Acquisition Service Agreement – Avenue Consultants for \$71,674.08.
- Item 3: Main Street (Park Lane – Shepard Lane) Right-of-Way Acquisition Service Agreement – Sunrise Engineering for \$77,874.26.
- Item 4: Interlocal Agreement related to Right-of-Way Improvements between Davis County, University of Utah, and Farmington City
- Item 5: Utah Transit Authority (UTA) License Agreement for the Station Point Subdivision to allow installation of storm drain pipeline and waterways across UTA property.
- Item 6: Resolution amending the Rules of Order of the Planning Commission
- Item 7: Cottrell Hills Planned Unit Development, Enabling Ordinance and Historic Preservation Development Agreement
- Item 8: Procurement Policy Update
- Item 9: Approval of Minutes for February 20, March 1, and March 2, 2024

***Motion:***

**Child** moved to approve the Summary Action list items as noted in the Staff Report.

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

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

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Mellor** said in coming days, he would like to discuss the HTRZ and budget updates with Councilmembers in small groups or individually.

**Mayor Anderson and City Council Reports**

**Mellor** said he will set up a meeting with **Layton, Leeman**, City Parks and Recreation Director **Colby Thackeray, Boshell, Gibson**, and the Ranches representatives. **Isaacson** said it will not be difficult, as it is just deciding how to spend the money and the residents are very prepared and easy to work with.

**Leeman** asked about the street lights by Cabela’s that still don’t light. **Mellor** responded that they are on private property, and it would take thousands of dollars to run conduit. He said Staff is waiting for the opportunity for leverage.

**CLOSED SESSION**

Present:

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

*City Attorney Paul Roberts,  
Recording Secretary Deanne Chaston,  
Community Development Director Dave  
Petersen,  
Assistant Community Development  
Director/City Planner Lyle Gibson, and  
City Planner/GIS Specialist Shannon  
Hansell.*

***Motion:***

At 10:34 p.m., Councilmember **Scott Isaacson** made the motion to go into a closed meeting for the purpose of acquisition or sale of real property.

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

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

Sworn Statement

I, **Brett Anderson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session, and that no other business was conducted while the Council was so convened in a closed meeting.

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**Brett Anderson**, Mayor

***Motion:***

At 10:47 p.m., **Shumway** made the motion to adjourn the closed meeting.

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

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

**ADJOURNMENT**

***Motion:***

**Councilmember Alex Leeman** made a motion to adjourn the meeting at 10:34 p.m.

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

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

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**DeAnn Carlile**, Recorder