



**FARMINGTON CITY
PLANNING COMMISSION**

June 06, 2024



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday June 06, 2024

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah. A work session and training will be held at 6:00 PM prior to the **regular session which will begin at 7:00 PM** in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at farmington.utah.gov. Any emailed comments for the listed public hearings, should be sent to crowe@farmington.utah.gov by 5 p.m. on the day listed above.

ZONING APPLICATIONS / DEVELOPMENT AGREEMENT – Public Hearings

1. Fred Cooper – Applicant is requesting a consideration of a rezone for their property to include the Agricultural Planned District overlay as and an accompanying development agreement for requested auto sales use and related activity, located at 153 S. 650 W. (Z-5-24)
2. Mike Williamson (FSC Development LLC) – Applicant is requesting a recommendation to amend the North Farmington Station Project Master Plan (PMP), and supplemental development agreement for the same, to allow for drive-through facilities within the 17.6-acre project south of Burke Lane, east of Innovator Drive, west of Maker Way, and north of 550 North. The applicant also submitted a concept plan for a restaurant with a drive-through window on a 0.88-acre property located at the SE corner of Burke Lane and Innovator Drive. (PMP-2-24).

OTHER BUSINESS

3. Miscellaneous, correspondence, etc.
 - a. Minutes from Planning Commission – 05.09.2024
 - b. City Council Report – 06.04.2024
 - c. Other

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

CERTIFICATE OF POSTING I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, the Utah Public Notice website at www.utah.gov/pmn on June 05, 2024. Carly Rowe, Planning Secretary



Farmington City Planning Commission Staff Report June 6, 2024

Item 1: Recommendation for a Development Agreement, as well as an application for the Agricultural Planned District overlay zone for requested auto sales use and related activity, located at 153 S. 650 W.

Public Hearing:	Yes
Application No.:	Z-5-24
Address:	153 South 650 West
Current Zone:	AE (Agriculture Estates)
General Plan Designation:	RRD (Rural Residential Density)
Applicant:	Andrew Cooper

Request: *Rezone the property to include the AP overlay to allow for auto sales in the existing buildings on site.*

Background Information

The subject property at south east corner of 150 South and 650 West currently includes 2 large garage buildings on site and a large paved area surrounding the buildings. The buildings have been used for storage of personal vehicles and equipment. The family of the applicant owns the property where he hopes to be able to sell cars from. The applicant has indicated that no changes to the property are needed and vehicles would remain inside the existing buildings.

Typically the agricultural zones only allow business activity as it relates to agricultural activity such as farming or a home occupation. As this is not a farm and no one lives on site a business cannot be approved at this address under the existing zoning.

Rather than rezone the property to a commercial type zone which would permit the desired activity, the AP district was a suggested route to allow the city to consider the requested use in a narrow and specific fashion. The AP district is established in [Chapter 27B](#) of the city's zoning ordinance. While the AP District regulations contemplate new construction and development, this site is not expecting a change in its physical character, rather what use takes place in the existing buildings.

Per 11-27B-030 (E), the Planning Commission would make a recommendation in favor of the AP District provided that it finds that the facts submitted with the application(s) and presented at the public meetings establish that:

1. *The development is compatible with and will enhance the community as a whole as well as the immediately surrounding neighborhoods and existing property uses. To the extent that there is a commercial component, the applicant adequately demonstrates sustainable financial viability and provides adequate assurance of sustainability.*
2. *That the uses proposed will not be detrimental to present and anticipated surrounding uses as determined by the City.*

3. *The streets proposed are suitable and adequate to carry anticipated traffic, and increased densities will not generate traffic in such amounts as to overload, compromise the safety of, or diminish the existing residential or other nature of the street network outside the AP District in a detrimental or adverse way.*
4. *Any exception from standard ordinance requirements is documented as required herein, warranted by the design and amenities incorporated into the final plan and enhances the purposes of the underlying zone and community as a whole.*
5. *The AP District is in conformance with the City General Land Use plan.*
6. *Existing or proposed utility services are adequate for the uses proposed*

The Planning Commission is tasked with making a recommendation to the City Council who will have the final say in whether or not the request is to be approved or denied. This is a legislative decision.

Suggested Motion

Move the Planning Commission recommend the City Council approval the AP District rezone and Development Agreement.

Findings:

1. Based on the history of the property and the conditions and restrictions identified in the DA, the change in use at the property would have minimal change in its impact and perception to neighboring properties.
2. The AP District allows for a viable non-residential or agricultural use of the property without detrimental impact to sensitive areas while allowing for economic opportunity.

The Planning Commission may choose to modify the provisions of the include Development Agreement as part of its recommendation. The commission may also table the item for more information or recommend denial if it feels the request is not appropriate for the site.

Supplemental Information

1. Description of Use from Applicant
2. Development Agreement and GDP

Applicant description with submittal.

Hello! I really enjoy cars, and i have been selling a couple that i purchased, title register etc. However, i have been doing it out of my dad's home garage and he has grown tired of it and I started to hit the 6 car year quota. I would like a special exception in order to be able to open a very small car "dealership" where I will have no more than 5 cars at any given time. I would keep all of the cars in the 6500 ish-square-foot building away from public view. There will be no large for-sale signs or no inflatable tube dude. All regular traffic would not even be aware of this. All of the cars would be shown mostly by appointment only and will be advertised through websites. KSL, facebook marketplace, OfferUp etc.

As stated earlier, my plans if this is granted would consist of obtaining a dealer's license which would allow me to sell cars through this property. I have always loved cars and my father has grown tired of me selling a couple every year out of his house. This would be a great way for me to still be able to do what I love without disturbing anyone. All of the cars would be kept inside and would be shown mostly via appointment only. Keeping the cars inside would hide them from public view and traffic from the street. There is parking all throughout the building (as shown) as well as in the sides and the back. There will be no loud mechanic work or anything of that nature going on either. My goal is to do what I can in order to not disturb the public or the neighbors around me, and have nothing changes as it stands right now. I will not be adding any buildings or adding anything of that nature.

Additional description provided at request of staff:

Just some additional information for my request. There will be no changes to the structures or any additional structures being added or removed. The garage buildings are very large and can house many cars. As stated earlier i would like to keep it minimal and have a maximum of 5 cars at a time. They would all be kept indoors and away from public view. There is an office as well as a bathroom in the building that would make all the work and transactions done indoors without anyone being aware of what is happening. There is parking in the back of the property before the fence that people would be able to park at or keep things back there that would also be away from the public view. My goal is to make it very easy and seamless where none of the neighbors feel that anything has changed and do not feel that there peace is being disrupted. I personally went and knocked on all of the neighbors doors and alerted them of my plans and what would happen and they are all on board and in support. I did this so they are aware if they receive a notice and do not think there will be a large dealership lot. Instead its just a college kid trying to make some extra money doing what he loves!

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

DEVELOPMENT AGREEMENT
FOR PASSION FOR CARS

THIS DEVELOPMENT 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 **FRED AND JENNIFER COOPER**, residents of the State of Utah, hereinafter referred to as the “Owners.”

RECITALS:

A. Owners own approximately 0.50 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. Owners desire to permit a business operation on the Property to be known as the (the “Business”). Owners have submitted an application to the City seeking approval to be included in the AP District to permit alternate uses in accordance with the City’s Laws.

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

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

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

AGREEMENT

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

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

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

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Owners agree that any development and 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, Owners 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 property must be developed in accordance with the approved GDP. No amendment or modifications to the approved GDP shall be made by the Developer without written consent of the City. The property shall be used and developed by Owners in accordance with all requirements contained herein. Any changes to the GDP that require an exception from approved development standards not otherwise addressed in this Agreement shall be considered by the City Council as an amendment to this Agreement, following the process established by Utah law for approval.

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

a) **Lot Coverage.** Owners shall be permitted a lot coverage not to exceed 30% of the Property identified in Exhibit “A”. Existing buildings as identified in Exhibit “B” currently cover 6,080 sq. ft. or 28% of the Property. Lot coverage meaning the amount of area on the property occupied by buildings.

b) **Parking and Access.** Owners maintain existing parking or drive access to the Property is shown in Exhibit “B”. Modifications for reduction in hard surface or a reduction in access points may be approved by city staff at the request of Owners. Maintenance and upkeep of existing improvements in a like manner to their current state is permitted. Any change in access or additional hardscape or parking must be approved by the City through a modification of this agreement.

c) **Architecture.** As of the date of this agreement, buildings are already constructed and on site as shown in the photos included with Exhibit “B”. Any change to the architectural elements including material and color shall be in a like manner to the photos included with Exhibit “B” or shall be a change such that the character of the building is enhanced to be more harmonious with the residential buildings in the general vicinity. Likewise building height and form shall match the documentation included as part of Exhibit “B”.

d) **Landscaping.** Owners shall maintain the landscaping in a groomed and weed free condition on site and in the adjacent park strips. Landscaping is not required to, but may be enhanced and expanded on site at the Owners’ discretion.

e) **Deliveries.** No more than one vehicle may be delivered any time, tows are allowed, but no semi-truck/car hauler deliveries will be permitted.

f) **Storage.** No tires, auto parts, or items associated with the Business may be stored outside of the buildings identified in Exhibit “B”.

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

- i) Auto repair – Vehicles undergoing mechanical repair or auto body work must remain screened in a building. Repair work shall be minor in nature. No salvaged or junked vehicles may be repaired or worked on at the site, and salvaging vehicles is strictly prohibited. Painting is not permitted.
- ii) Auto sales – Vehicles for sale may be shown to customers on site by appointment only, and may not be stored or displayed outside of an approved building on the Property except in connection with those appointments.

h) **Signage.** Signage for the Business shall be limited one Advertising Sign which shall not exceed 9 sq. ft. in size and which shall be attached to the front face of the building. No ground or monument signs are permitted.

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

a) **GDP** – Site shall be used and maintained as presented in the General Development Plan as shown in Exhibit “B”.

b) Hours of Operation. The business shall not do business between the hours of 6 am and 10 pm.

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

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

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

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

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

12. Assignment. The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future

assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. The Developer is affirmatively permitted to assign this Agreement to a wholly owned subsidiary under the same parent company.

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

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

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

To Developer:

To the City:

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

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

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

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

c) The right to terminate this Agreement.

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

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

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

20. Termination.

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

b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 6 and 7 of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written

objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

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

22. General Terms and Conditions.

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

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

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

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

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

f) Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide

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

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

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

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

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

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

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

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

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

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

OWNERS

Jeff Cooper

Print Name

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2024, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is a _____ of _____, a limited liability company of the State of Utah, and that the foregoing instrument was signed on behalf of said company by an authorized signor, and duly acknowledgment to me that (s)he executed the same.

Notary Public

OWNERS

Jennifer Cooper

Print Name & Office

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2024, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is a _____ of _____, a limited liability company of the State of Utah, and that the foregoing instrument was signed on behalf of said company by an authorized signor, and duly acknowledgment to me that (s)he executed the same.

Notary Public

FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 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

Davis County Parcel No. 08-087-0175

Legal Description:

BEG AT A PT ON THE E LINE OF A CO RD, WH IS S $0^{\circ}01'10''$ W 220.82 FT ALG THE 1/4 SEC LINE, E 94.82 FT & S $0^{\circ}18'42''$ W 437.49 FT FR THE CENTER OF SEC 24-T3N-R1W, SLB&M; & RUN S $0^{\circ}18'42''$ W 109.25 FT ALG THE E LINE OF SD CO RD; TH N $89^{\circ}52'$ E 199.50 FT; TH N $0^{\circ}18'42''$ E 109.25 FT; TH S $89^{\circ}52'$ W 199.50 FT TO THE POB. CONT. 0.50 ACRES

Visual of property (subject property highlighted in yellow):

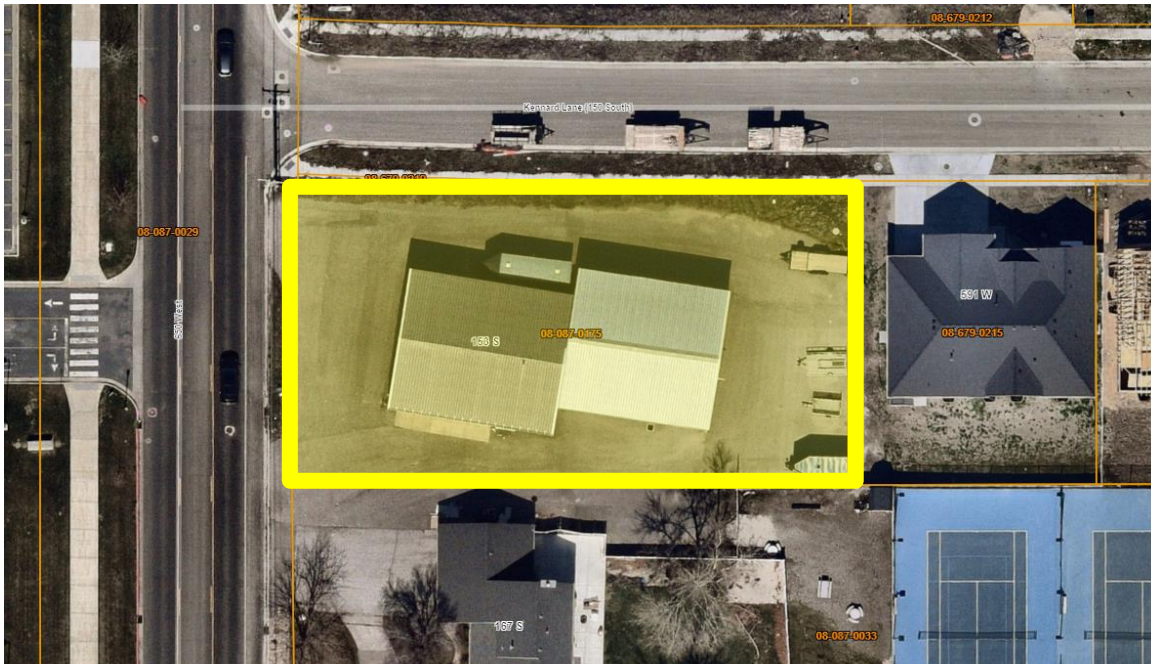
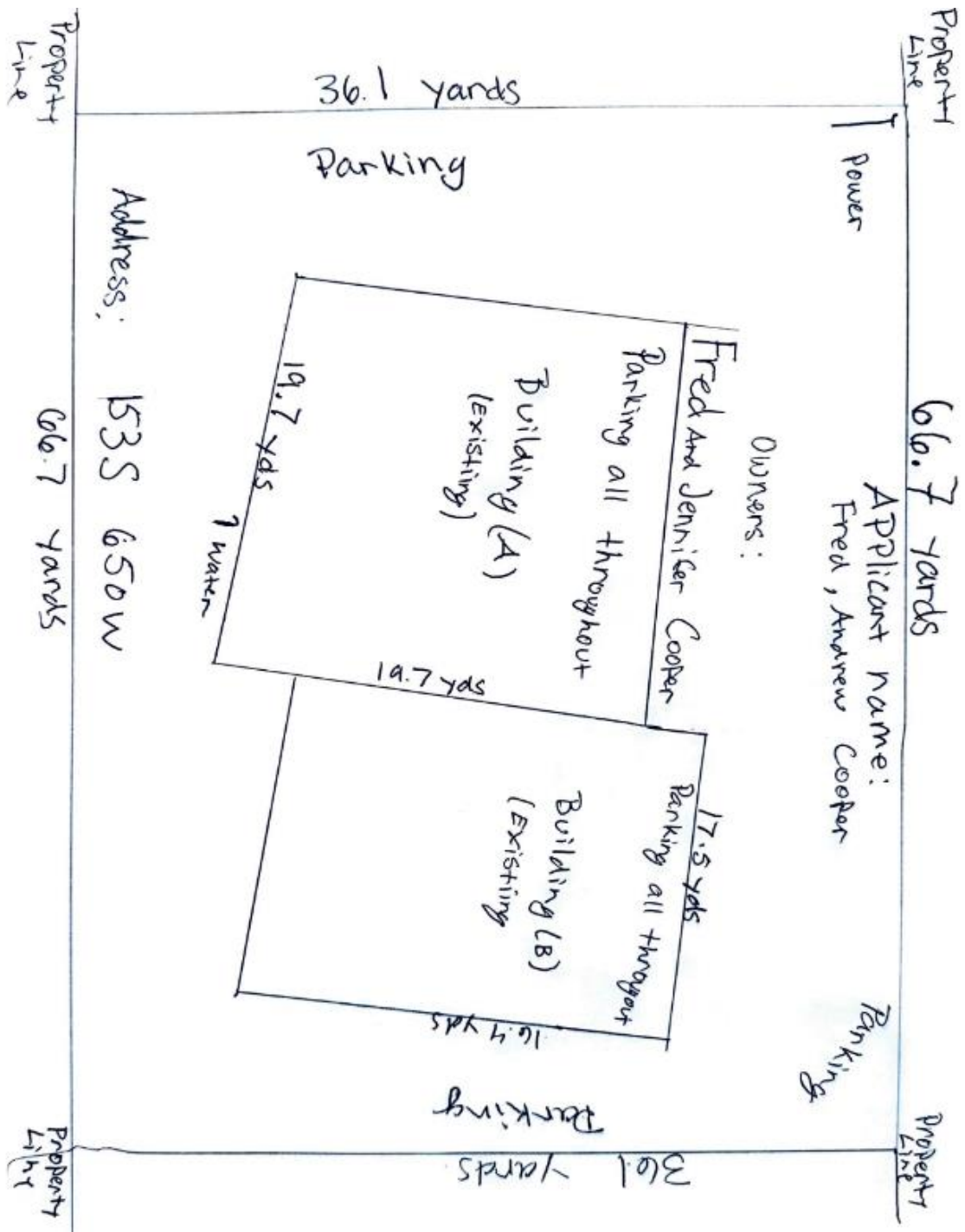


EXHIBIT "B"

General Development Plan

Site Plan



Existing Buildings









Farmington City Planning Commission Staff Report June 6, 2024

Item 2: North Farmington Station PMP and DA Amendment

Public Hearing: Yes
Application No.: PMP-2-24
Property Address: Burke Lane and Innovator Drive
General Plan Designation: CA/BP (Class A Office/Business Park)
Zoning Designation: OMU (Office Mixed Use)
Area: 17.6 Acres
Property Owner/Applicant: FSC Development LLC/Mike Williamson

Request: *Recommendation to amend the North Farmington Station Project Master Plan (PMP), and supplemental development agreement for the same, to allow for drive-through facilities.*

Background Information

The property is located south of Burke Lane, east of Innovator Drive, west of Maker Way, and north of 550 North (see attached vicinity map). The applicant also submitted a concept plan for a restaurant with a drive-through window on a 0.88-acre property located at the SE corner of Burke Lane and Innovator Drive.

Suggested Alternative Motions

- A. Move the Planning Commission recommend the City Council review the request to amend the North Farmington Station Project Master Plan (PMP), and supplemental development agreement for the same, to allow for drive-through facilities, subject to all applicable Farmington City development standards, ordinances, and the following:
1. The PMP and DA must be limit to the 0.88-property and is subject to the entire process set forth in Section 11-18-140 of the Zoning Ordinance, including the required public hearings, and legislative discretion enabled by this Section regarding alternative development standards.

Findings:

- a. Sub-paragraph 2.k. of the North Farmington Station states: “It is anticipated that the detailed uses of the Property and additional alternative development standards may be finalized with the approvals of final site plans and/or permits to be issued by the City and as part of the approval process of the further land use applications. To the extent such approvals require the approval of additional alternative development standards,

such standards shall not be approved without a public hearing before the Planning Commission and City Council and final approval from the City Council.”

- b. In addition to the drive-up window, the concept plan does not meet other regulations of the underlying zone, included but not limited to, building siting requirements. If the concept is approved as part of a PMP, the above condition will allow the City to identify all alternative development standards.

- OR -

- B. Move the Planning Commission recommend the City Council deny the request to amend the North Farmington Station Project Master Plan (PMP), and supplemental development agreement for the same.

Findings:

- a. The applicant did not submit a PMP as per Section 11-18-080 of the Zoning Ordinance.
- b. Although the applicant requested specific text, the agenda item did not include another development agreement as an amendment to the existing DA for Planning Commission consideration.
- c. Not enough information was provided as to whether or not allowing drive-up windows in the entire 17.6-acre existing PMP is a good decision.
- d. The 0.88-acre parcel is at the corner of two primary streets (one a major collector, the other a minor arterial). A “fast-food restaurant” at this location is not consistent with a recent decision by the City to remove financial intuitions as an allowed use in most commercial zones due in part, because small footprint one story buildings with drive-up windows and relatively large marking areas started to dominate high profile corners when the purpose of the general plan and zoning ordinance is to limit these types of uses in the mixed-use zones, especially on high profile corners.

- OR -

- C. Move the Planning Commission table action to allow time for the owner to prepare an application as per Section 11-18-140, including of a PMP and DA, and required public hearings, which comply with the standards Zoning Ordinance.

Supplemental Information

- 1. Vicinity map.
- 2. Information from the applicant including 1) a narrative; 2) a “conceptual site plan” showing a configuration of a fast-food restaurant with a drive-up window at the SE corner of Burke Ln. and Innovator Dr.; and 3) A Supplemental Development Agreement for The North Farmington Station with FSC Development.

Vicinity Map



Application for change to Development Agreement.

Narrative:

A supplemental Development Agreement between Farmington City and FSC Development LLC was signed on October 5, 2021 and recorded on October 20, 2021 (Copy attached). FSC Development LLC seeks the following text be added to the Development Agreement.

Notwithstanding any verbiage to the contrary within Section 11-18-050: Uses, of the Farmington City Municipal Code or prior agreements, non-commercial uses, including traditional sit-down restaurants and fast-food restaurants may include a drive-up window.

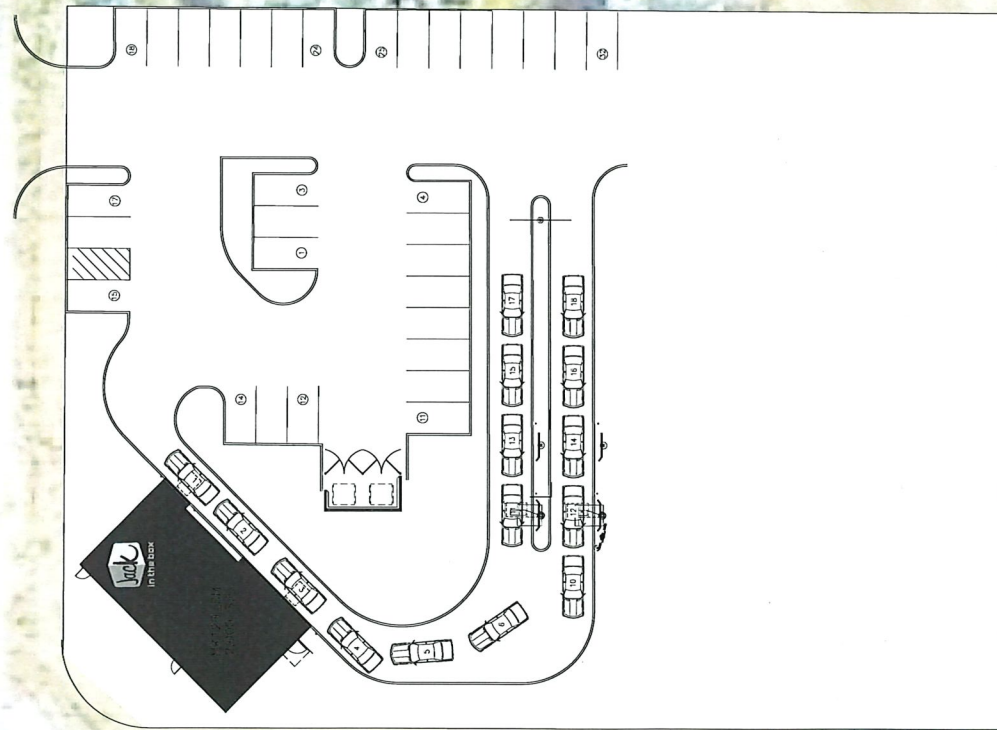
Applicant is seeking to sell its property on the corner of 1525 West (Innovator Dr) and Burke Lane and the proposed user requires a drive-up window. We have attached a conceptual site plan showing the configuration of the restaurant. Configuration shown was conceptualized after review and comments from City planning staff.



project:
Jack in the Box Restaurant
Farmington, UT

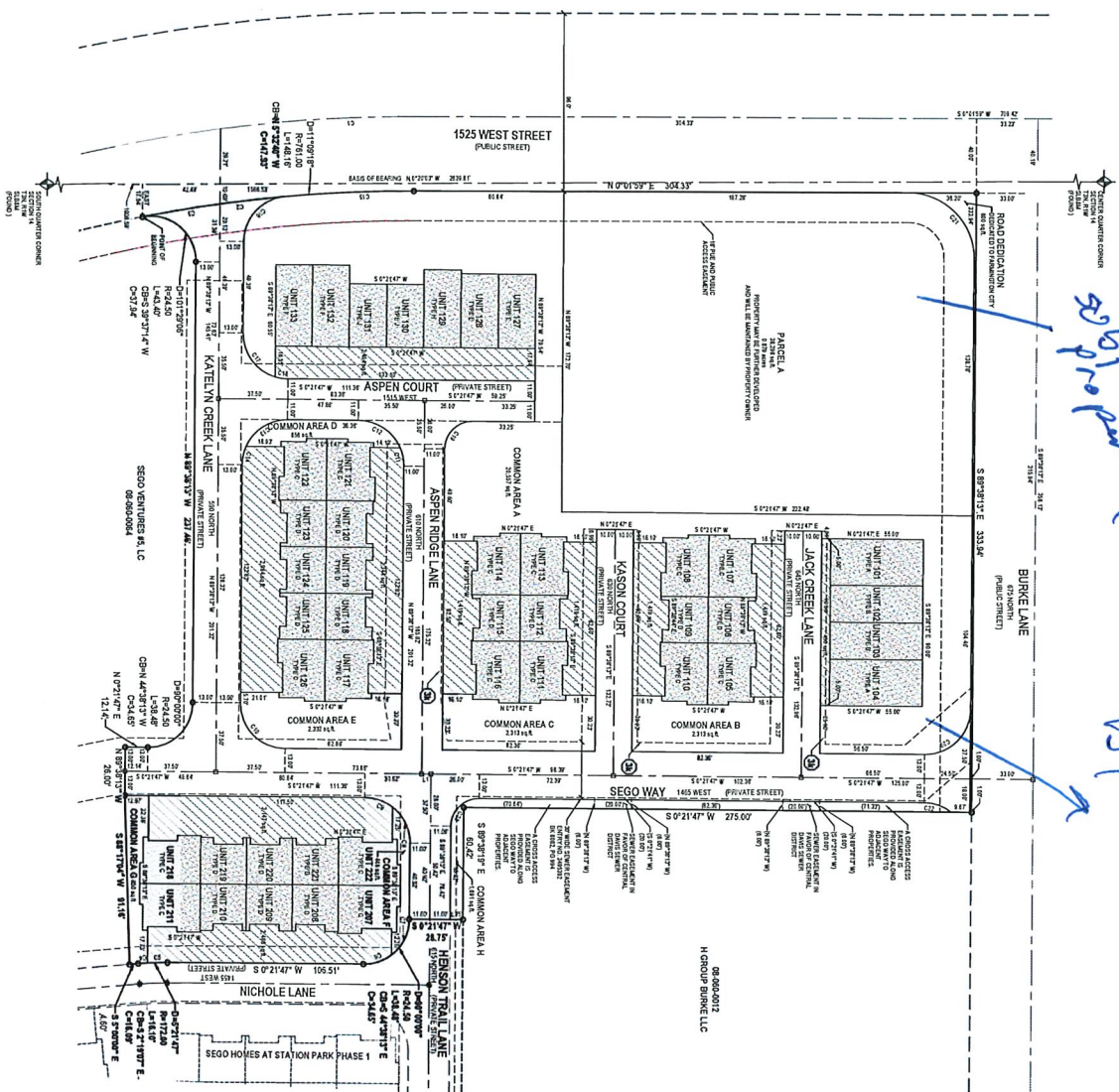
data:	2415
project no:	
date:	04 / 12 / 2024
revisions:	

PERMIT SET	
drawn by:	checked by:
sheet:	



M 5791 N

M 5791 N



0/43

E 3428808 B 7869 P 1616-1658
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/20/2021 02:20 PM
FEE \$0.00 Pgs: 43
DEP RTT REC'D FOR FARMINGTON CITY

A SUPPLEMENTAL
DEVELOPMENT AGREEMENT
FOR
THE NORTH FARMINGTON STATION
WITH FSC DEVELOPMENT

parcel ID - 08-060-0099

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the 5th day of October 2021 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **FSC DEVELOPMENT, LLC**, a Utah limited liability company, hereinafter referred to, collectively with its assignees, as "Developer."

RECITALS:

A. Farmington City and CW Management Corporation, on June 9, 2020, entered into a Development Agreement for Farmington Station Center (the "Original Agreement") which provided a general outline for the development of approximately 30 acres of land owned or controlled by CW Management and other parties.

B. FSC Development, LLC, is a related entity of CW Management Corporation and is the successor in interest to CW Management Corporation on approximately 17.6 acres of land, (the "Property"), which Property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and which comprises a part of the 29 acres of property governed by the Original Agreement.

C. The Property is subject to the City's laws, including without limitation, Section 11-18-140 of the City's Zoning Ordinance, pursuant to which this Agreement may be utilized to commit the understanding of the parties relating to development of the Property.

D. On October 5, 2021, concurrent with the approval of this Agreement, the City approved a Project Master Plan (the "PMP") for the Property in accordance with Chapter 18 of the City's Zoning Ordinance. The approved PMP is attached hereto as Exhibit B and incorporated herein by reference. The purposes of the PMP include, among other things, the establishment of uses and minimum building heights applicable to the respective areas of the Property, as set forth in the PMP.

E. The parties recognize that the development of the Property, and the North Farmington Station Project, may result in tangible benefits to the City through the stimulation of development in the area, including the development of amenities that may enhance the general welfare of citizens and property owners in the vicinity of the Property and is therefore willing to enter into this agreement subject to the terms and conditions set forth herein.

RETURNED
OCT 20 2021

AGREEMENT

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

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

2. **Alternative Development Standards/Uses.** The uses of the Property and the respective areas of the Property designated for each such use shall be as set for the in the PMP. Specific development standards and processing shall be as follows:

a. Notwithstanding provisions of the City's Zoning Ordinance, and as specifically permitted pursuant to Section 11-18-140 of the Farmington City Municipal Code, residential uses will be allowed strictly as shown on the PMP.

b. Garages will be allowed to front some of the streets as illustrated on the proposed PMP.

c. The City agrees to process and consider an amendment to the regulating plan to encompass the proposed PMP and anticipated Site Plans with minimal variation to accommodate for topography, provided open space and general street alignment and width. The parties acknowledge that proposed street widths are shown on the accompanying PMP. The parties agree to work together in good faith to make minor adjustments to the proposed site plans and elevations to assure that the regulating plan is appropriately amended and the Site is developed at reasonable potential.

d. A portion of the townhomes will front pedestrian walkways as shown on the PMP.

e. A portion of the townhomes will front the private roads as shown on the PMP.

f. Building elevations shall be consistent with the provisions of the PMP. Elevations shall generally incorporate high quality materials and finishes as shown in the PMP.

g. Except as required in Chapter 32 of the City's Zoning Ordinance, there will be no on street or additional parking requirements for residents in addition to the driveways and garages associated with each townhome. Guest parking must be in close proximity to dwellings and additional guest parking may be added during the design development phase of each development plan review as set forth in Section 11-18-070 of the Farmington City Municipal Code and in consultation with the City.

h. Street layout will generally conform to the attached PMP. Exceptions to widths and/or layout may be made where adjustments are required by the City's Fire Marshall.

i. Side treatments for rights of way may deviate from the standard of the underlying zone as shown within the PMP in accordance with Section 11-18-040 E. of the Zoning Ordinance.

j. Developer hereby covenants and agrees that at least 60% of the 17.6 acres of the Property, will be used for allowable commercial uses as set forth in the Farmington City Municipal Code for the OMU Zone. This covenant shall remain in full force and effect throughout the full term of this Agreement. For purposes of this Agreement, commercial uses shall mean office use or retail that supports office uses. Notwithstanding the foregoing, the property at the corner of Burke and Commerce shall not be restricted to office or supporting retail use but shall be commercial use as defined in the Zoning Ordinance of the City.

k. It is anticipated that the detailed uses of the Property and additional alternative development standards may be finalized with the approvals of final site plans and/or permits to be issued by the City and as part of the approval process of the further land use applications. To the extent such approvals require the approval of additional alternative development standards, such standards shall not be approved without a public hearing before the Planning Commission and City Council and final approval from the City Council.

l. FSC agrees to share with the City the parking area shown on the south west corner of the commercial area of property owned by FSC and shown on Exhibit B. The parking area will be used by patrons of the park that will be constructed by the City directly adjacent to the property to the South and shared with tenants and their visitors of the commercial buildings that will be constructed by FSC on their property. The shared parking area will consist of approximately 184 parking stalls and will be constructed in accordance with City standards.

i. Parking area use schedule. Exhibit C, attached hereto and incorporated herein by reference, shows the area of the parking lot to be constructed and estimated use percentage of the shared parking area of FSC commercial users and City park users at different days of the week and times of day. The intent is to make a larger ratio of parking available to each party of the shared parking during the peak use times for the park and the commercial land.

ii. No overnight use will be permitted in the shared parking area.

iii. City and FSC agree to cooperate to generally maintain the use ratios shown in Exhibit C.

iv. Construction Costs. The costs to construct the shared parking area will be split, with FSC paying 60% of the costs and the City paying 40%, with the City's share of the cost not to exceed \$486,527.00. FSC agrees to permit the City to review the estimated costs prior to construction.

v. Construction Timing. Construction will be managed by FSC and completed prior to the opening of the park to the public or the occupancy of a commercial building on FSC property adjacent to the shared parking area, whichever is sooner. The City agrees to give FSC 90 days' notice of the anticipated opening of the park in the event the parking area has not been constructed.

vi. Maintenance. FSC or its contractors will maintain the shared parking area including periodic sealing and re-surfacing and maintaining the landscaping and lighting. All maintenance work will be agreed upon by both parties prior to the commencement of the work. The costs for maintenance will be split with 60% of the costs being paid by FSC and 40% being paid by the City.

vii. Sale of FSC property: FSC agrees that if they sell the property that contains the shared parking area, that the new owner of the property will be required to continue the shared parking agreement as a condition of the sale.

viii. The parties anticipate that the parking area may, at some point in the future, be replaced by a vertical parking structure. Upon construction of a parking structure, the agreement for shared maintenance of the parking area will be terminated. Negotiations for cost sharing for the construction of a parking structure are anticipated between FSC and the Redevelopment Agency of Farmington City.

3. **Assignment.** Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

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

To Developer:	FSC Development, LLC Attn: 3182 E Granite Woods Lane Sandy, UT 84092
To the City:	Farmington City Attn: City Manager 160 South Main Street Farmington, Utah 84025-0160

5. **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, 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 Property, including any related conditions.

6. **Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. 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. Use of the word “including” shall mean “including but not limited to”, “including without limitation”, or words of similar import.

7. **Non-Liability of City Officials, Employees and Others.** 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 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.

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

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

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

11. **Term.** This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is thirty (30) years after the City’s completion of construction of the arterial and principal roads shown in the PMP, unless terminated earlier pursuant to Section 14 below.

12. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years of the date of this Agreement, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period, or responds within such time period with plans and assurances that are unacceptable to the City in the City’s reasonable discretion, the City may terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

13. **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.

14. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

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 hereinabove written.

“CITY”

FARMINGTON CITY

ATTEST:


City Recorder



By: 
Mayor

DEVELOPER”

FSC DEVELOPMENT, LLC

By: 
Manager

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 19th day of October, 2021, personally appeared before me H. James Talbot, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.




Notary Public

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the 13th day of October, 2021, personally appeared before me Chris
McCandless, who being by me duly sworn did say that he is a manager of **FSC Development, LLC**, and that the foregoing instrument was signed in behalf of said limited liability company by virtue of the authority granted to such manager under the operating agreement of said limited liability company, and he acknowledged to me that said limited liability company executed the same.




Notary Public

ATTACHED EXHIBITS:

EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT "B" – PMP (PROJECT MASTER PLAN)
EXHIBIT "C" – PARKING AREA TABLE

EXHIBIT “A”

Legal Description



17.6 Acres

BEG ON LINE OF LOT 8, BLK 27, BC PLAT, AT A PT 9.4 RODS, M/L, N ALG 1/4 SEC LIN OF SW 1/4 OF SE 1/4 SEC 14-T3N-R1W, SLB&M; & RUN TH N 0°20'03" W 515.1 FT, M/L TO PT 670.21 FT N 0°20'03" W ALG THE 1/4 SEC LINE & N 89°39'57" E 275.0 FT & N 0°19'45" W 37.00 FT FR THE S 1/4 COR OF SD SEC SD PT BEING ON A NW COR OF PPTY COV IN WARRANTY DEED RECORDED 12/12/2019 AS E#3214421 BK 7417 PG 496 AS PARCE 2; TH N 0°20'03" FT; TH 80°39'57" W 275.0 FT TO THE 1/4 LINE; TH N 0°20'03" W 470.0 FT TO THE S LINE OF A RD; TH S 89°38'13" E 340.0 FT ALG THE S LINE OF SD RD; TH S 573.6 FT, M/L, ALG THE S LINE OF SD RD TO A W LINE OF PPTY CONV IN SE WARRANTY DEED & CORRCETLY SESC IN SD AFFIDAVIT AS PARCEL 2; TH ALG SD LIN S 00°00'18" W 741.63 FT & CONTINUING ALG A N LINE OF SD PPTY THE FOLLOWING COURSE: S 89°49'15" W 954.20 FT TO THE POB. SUBJECT TO DESC R/W. CONT. 17.6 ARCRES.

EXHIBIT “B”



North Farmington Station Office and Residential Land

Managed by CW Management Corp and Blue Star Land and Development

Table of Contents



1. Project Master Plan Narrative
2. Site Location
3. Project Master Plan and Land Uses Illustration
Legal description
4. Traffic and Transportation
Road network
Access to public areas and open space
Storm water drainage and management
Compatibility with neighboring properties
5. Townhome Subdivision: Schematic
Preliminary Plat Map
Grading plans
Preliminary utility and storm water detention plans
Townhome aerial view
Townhome Building elevations
6. Office Building Concepts
7. Development Agreement
Land Exchange Concept Map
Land Exchange Agreement



Project Master Plan Narrative

North Farmington Station (NFS) as defined below is the property owned by FSC LLC ("FSC") consists of 17.6 acres (the "Property") and part of the Farmington City (the "City") approved Project Master Plan (the PMP") with several uses as defined in the Office Mixed Use (OMU) zone. The FSC Property now defined in this Sub-PMP submittal and narrative is being submitted to the City for their approval as per the requirements listed in Section 11-18-080 D.1 PMP Requirement.

Attached to this Sub-PMP submittal is a copy of the recently revised Master Plan that defines the following uses specifically for our Property:

- **Description of Uses.** The following is a summary of the uses proposed for our Property that is detailed on the attached exhibit. They are:
 - Two commercial sites 10.6 acres – 60% of land mass
 - Residential for sale townhouses 7.0 acres – 40% of land mass
 - Total acreage 17.6 acres
- **Trails.** FSC recognizes that our property is part of a larger picture, as such we have included a circuitous type I and type II trail system and connections to the City future park.
- **City Park, Land Exchange, and Shared Parking.** We have noted in our Sub-PMP that the City is constructing a large storm water retention and sports park on our southern boundary. We also note that for the new ROW being constructed by the City they have had to purchase property on our western boundary. These parcels, post the ROW construction will have a couple of small orphan pieces and we are proposing an exchange between the City and FSC. The objective is to increase the contiguous land mass for the park and enter into a shared parking plan/agreement. This results in a better more contiguous land mass for the park. Second, the shared parking plan will decrease the City need to provide excessive land for parking and use the FSC property slated for parking in the future assuring the needs of both parking needs at differing times are met. Attached is an exhibit that demonstrates the land exchange and shared parking plan.

- **Office Building.** We plan to construct up to three office or similar use buildings with one planned to be a five-story office building in the primary commercial area as shown in our new Master Plan. Further, based upon the Sub-PMP we are planning to develop one smaller commercial enterprise building on the corner of Burke and Commerce. This will be done in concert with the shared parking plan as discussed above.
 - It should be noted that we intend to contractually commit to restrict the commercial property to any use allowed in the OMU zone excluding residential.
- **The Residences of North Farmington Station.** This segment of the project is slated to be an upscale residential townhome for sale community. The design follows, as much as possible the designs created and demonstrated in the City's North Station master plan exhibit as attached. Additionally:
 - These homes will be developed as for sale residences and preliminarily is slated to be built by Sego Homes. A copy of their townhome design is attached.
 - The residences will have a direct "main street" look and connectivity to the City 10-acre park located to the south.
 - The townhomes will be adjacent to our perimeter and internal trail system that connects to the City Park, the Legacy Parkway trail, and the Denver Rio Grande Western trail which lead to Farmington Station and a convenient pedestrian access to the Commuter Rail Station.
 - Every effort will be incorporated to encourages the residents to embrace a lifestyle in the outdoors creating a thriving neighborhood drawing people to engage with one another in the park, exercise along the immense trail systems and walk to Farmington Station and its mass transit hub.
- **North Farmington Station Restrictive Covenants.** The Sub-PMP Property will have a Master Declaration and then community declarations creating an owner's association to assure that North Farmington Station maintains, through its defined design guidelines and CCR's a high degree of quality throughout the years to come.
 - The NFS Owners Association will be required to have a professional organization manage its affairs.
- **Storm Water.** The storm water plan will incorporate a design within its borders to move storm water into the City Park retention basin as previously negotiated with the City. Resultantly, no storm water retention will be required by the Farmington Commons project.

- **Roadway Improvements.** Farmington City is constructing the roads located on the perimeter of our Sub-PMP and public utility infrastructure is stubbed in appropriate locations. We will continue to coordinate the City roadway construction activity in concert with our timing plan so we can be less disruptive to the City process and development of the rights of way road systems.
- **North Farmington Station Residential Infrastructure Improvements.** The residential developer will construct all the internal road systems.
 - A copy of the preliminary concept plan is attached demonstrating which entity will construct the project roads.
 - To the extent that some of the other commercial improvements will need to be completed prior to construction of the commercial areas, FSC will be responsible for the development and costs incurred for:
 - Trails and or sidewalks (Type I and II) on the perimeter and through the project.
 - Any utilities not completed by the City that are located behind the back or curb and stubbed into the Property.
 - Landscaping in common, limited common areas within the NFS Sub-PMP commercial project areas when appropriate.
- **Timing.** The plan is to immediately move forward with the residential portion of the project first. The office market will more than likely be developed second. As most know, the office and other OMU uses has deteriorated and we do not expect it to fully recover for a period of five or more years.
 - As a result of the residential uses being approved to proceed first, we will guarantee that our primary Sub-PMP commercial site (9.18 acres) will never have any residential uses through a self-imposed deed restriction placed upon the title to the Property and approved by the City.
- **Disclosures.** We have incorporated two items that should be disclosed to the City as it relates to impact fees and permitted residential use in the zone.
 - FSC has the right to use up to \$1.2 million of the first impact fees to be credited to the Amenti property associated with the previous City/Amenti negotiations.
 - Amenti has assigned those rights to FSC and we have forwarded the written notice of assignment and a copy of same to the City.





Master Plan and Land Uses

DRAFT 05.04.21



SITE PLAN

5550 HOMES AT NORTH FARMINGTON STATION / FARMINGTON, UTAH / MAY 4, 2021

Conceptual Area Structure and Urban Design

Legal Description



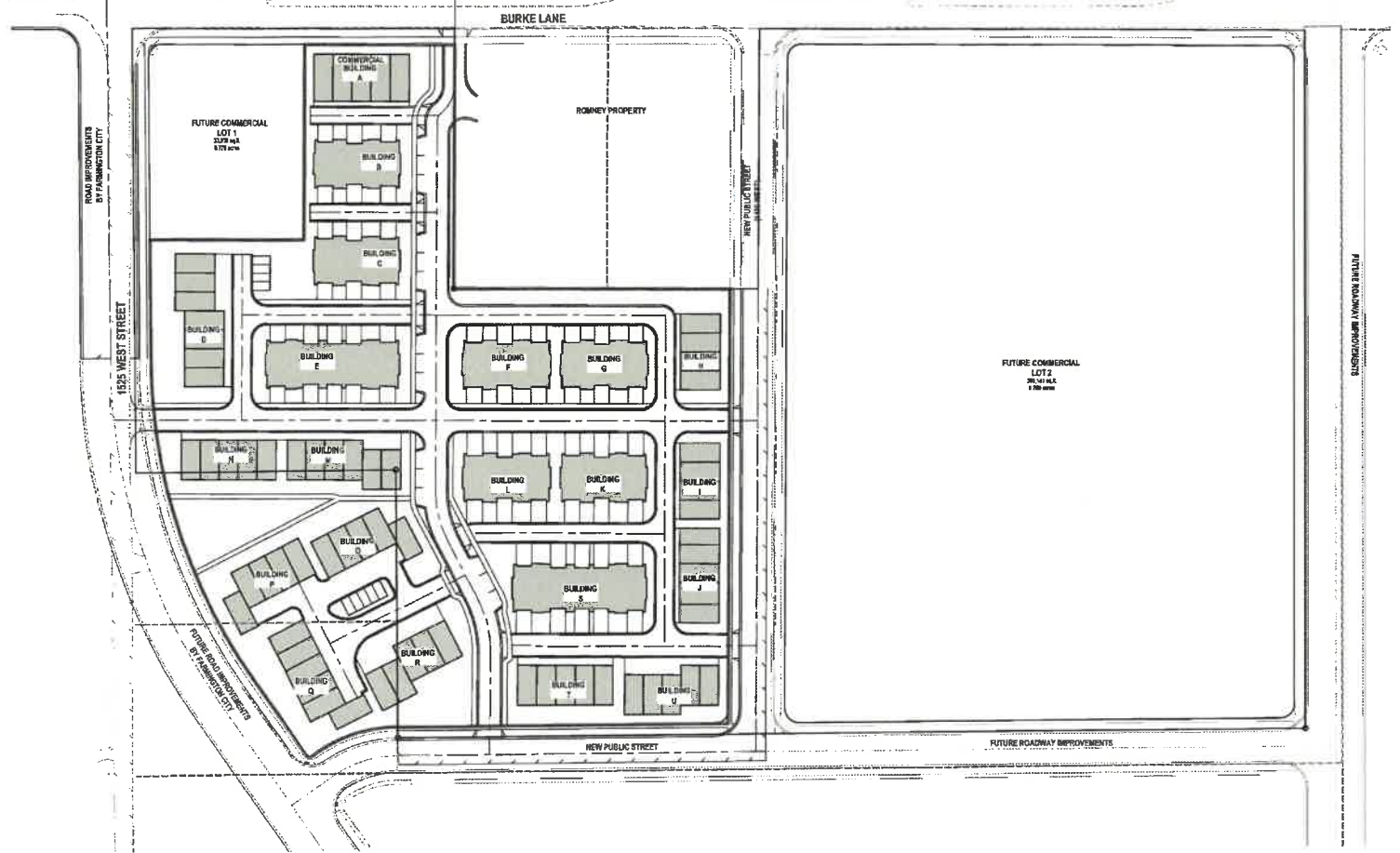
17.6 Acres

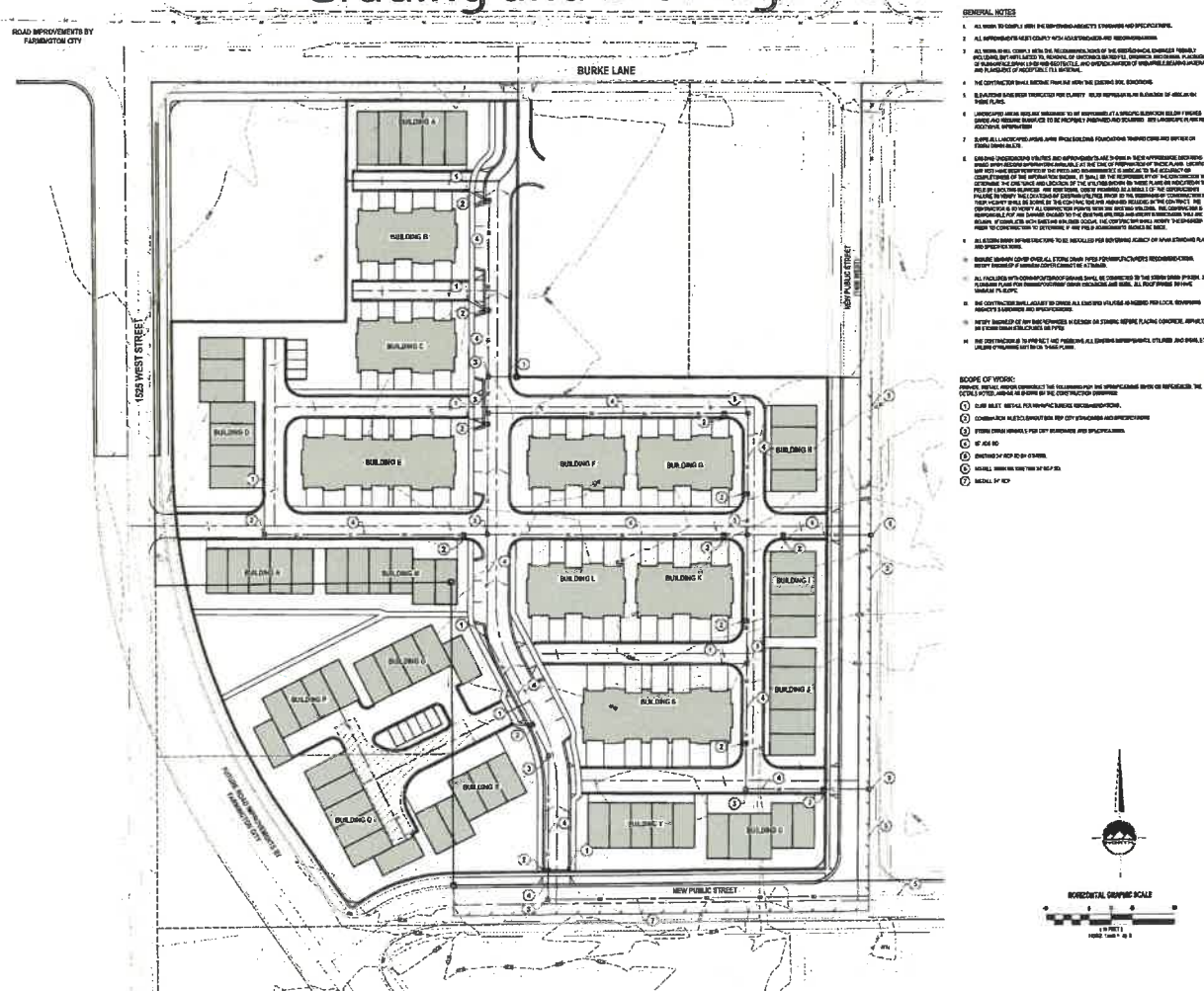
BEG ON LINE OF LOT 8, BLK 27, BC PLAT, AT A PT 9.4 RODS, M/L, N ALG 1/4 SEC LIN OF SW 1/4 OF SE 1/4 SEC 14-T3N-R1W, SLB&M; & RUN TH N 0°20'03" W 515.1 FT, M/L TO PT 670.21 FT N 0°20'03" W ALG THE 1/4 SEC LINE & N 89°39'57" E 275.0 FT & N 0°19'45" W 37.00 FT FR THE S 1/4 COR OF SD SEC SD PT BEING ON A NW COR OF PPTY COV IN WARRANTY DEED RECORDED 12/12/2019 AS E#3214421 BK 7417 PG 496 AS PARCE 2; TH N 0°20'03" FT; TH 80°39'57" W 275.0 FT TO THE 1/4 LINE; TH N 0°20'03" W 470.0 FT TO THE S LINE OF A RD; TH S 89°38'13" E 340.0 FT ALG THE S LINE OF SD RD; TH S 573.6 FT, M/L, ALG THE S LINE OF SD RD TO A W LINE OF PPTY CONV IN SE WARRANTY DEED & CORRCETLY SESC IN SD AFFIDAVIT AS PARCEL 2; TH ALG SD LIN S 00°00'18" W 741.63 FT & CONTINUING ALG A N LINE OF SD PPTY THE FOLLOWING COURSE: S 89°49'15" W 954.20 FT TO THE POB. SUBJECT TO DESC R/W. CONT. 17.6 ARCRES.

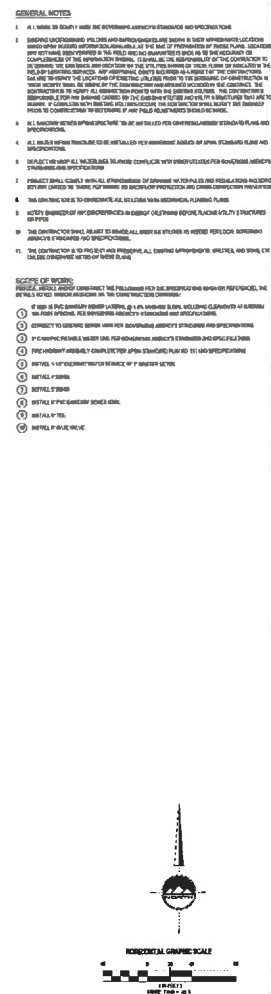


Traffic and Transportation

ROAD IMPROVEMENTS
BY FARMINGTON CITY









Townhomes – Overview

DRAFT 05.04.21





Townhomes – Overview

DRAFT 05.04.21





Townhomes – Aerial

DRAFT 05.04.21



LOW AERIAL AT TRIANGLE PARK



Townhomes – Aerial

DRAFT 05.04.21



LOW AERIAL AT CITY PARK FRONTAGE LOOKING NE



Townhomes – Aerial

DRAFT 05.04.21



LOW AERIAL AT CITY PARK FRONTAGE LOOKING NW



Townhomes – Aerial

DRAFT 05.04.21



LOW AERIAL LOOKING WEST



Townhomes – Residential Units

DRAFT 05.04.21





Townhomes – Live/Work Units

DRAFT 05.04.21

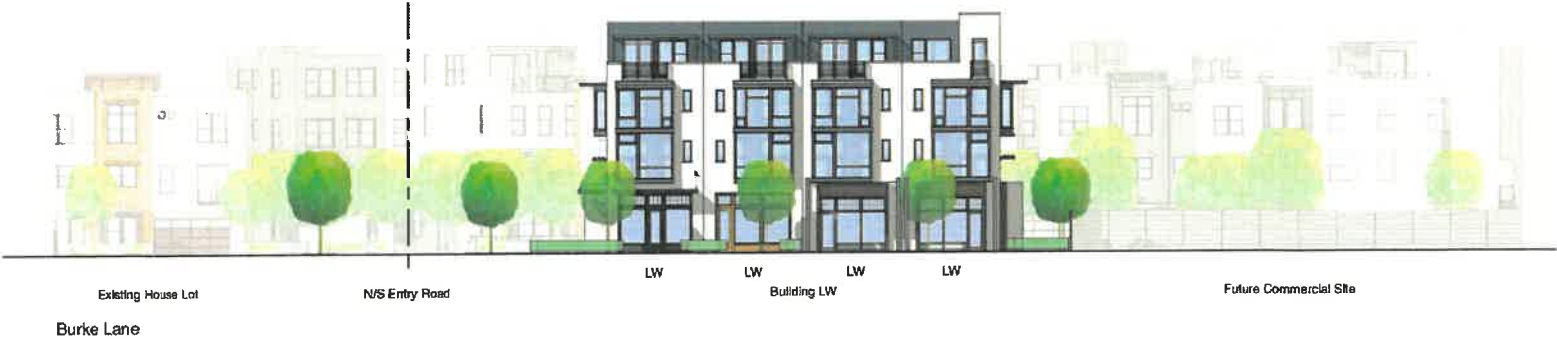




Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only.



BURKE LANE ELEVATION





Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only.



1525 WEST ELEVATIONS





Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only.



TRIANGLE PARK ELEVATIONS





Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only.



PARK FRONTAGE ROAD ELEVATIONS

0 20 40 60 FEET



Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only.



COMMERCIAL ENTRY ROAD ELEVATIONS





Townhomes – Building Elevations

DRAFT 05.04.21

Note: Building colors are for illustrative purposes only.



Note: ten units total in back-to-back configuration - opposite face is identical.

BUILDING K | FRONT ELEVATION

0 10 20 30 FEET

Office Building Concepts



Office Building Concepts

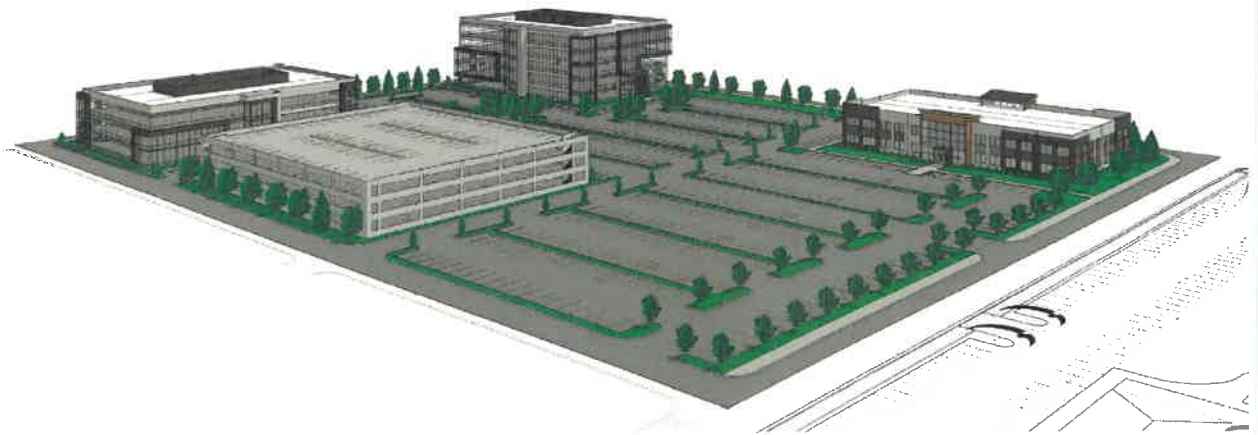


EXHIBIT “C”

Farmington City, Utah
Draft - 9/21/2021

Use	Quantity	Park Ratio	Required ACES
Office Building #2 site	185	1.00	
(shared area only)			
		Total	185
		Total Required	185

Land Use	Qty
Office Building #2	278
Total Parking Provided	278

[illegible]

2) Total parking as provide accomodates a building of 70,000 square feet.

**FARMINGTON CITY
PLANNING COMMISSION**
May 09, 2024

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

6:00 PM WORK SESSION –

Assistant Director/City Planner **Lyle Gibson** provided training on types of decisions. The Planning Commission reviewed a State Property Rights Ombudsman video for appointed officials. The three branches of government include legislative (city council), which makes the laws; executive (Staff or Commission), which enforces the laws; and the judicial, which interprets the laws. The standard of review must be that legislative decisions are reasonably debatable and advance community purposes. An administrative decision applies the law, without debating policies that have already been made and placed in the code. The standard of review is substantial evidence or data on the record. This looks like findings in the City packets and Staff Reports.

According to the State, a land use authority, such as a planning commission, shall approve a conditional use if reasonable conditions are or can be imposed to mitigate detrimental impacts. However, mitigation does not mean elimination. For permitted uses, applicable objective standards must still be followed. Standards can include things such as roof slope, eave overhang, building height, etc. However, subjective standards are not always defensible.

Gibson said the future fire station is in an Open Space (OS) zone, which has a list of things that are allowed. Public buildings are not permitted, so this is on the agenda for a zone change. The City is proposing it be changed to an Agriculture (A) zone because public buildings are permitted in that zone, and that zoning is consistent with the neighboring properties. Often buildings are not fully engineered in the beginning stages, and conditional uses are proposed as the development proceeds, in this case much of the detail is complete.

Regarding Item #1 on the agenda tonight, the City recently changed home occupations businesses to require that the applicant conduct their business on site without outside employees as well as with limited signage. Some home occupations are only allowed if they get a conditional use from the City. The item on the agenda tonight is a home business where they teach kids how to collect eggs and care for horses. They have been doing it for seven years and all along thought they were legitimate without having to have a conditional use.

Agenda Items #3 and #4 are zone text amendment applications, or legislative actions for the Planning Commission. Item #3 is about 6-foot fences being required around swimming pools. International Building Code changed to not require a fence as long as the pool has a locking cover. A 4-foot barrier is required if the pool does not have a locking cover. This part of the ordinance was originally enacted in 1969, before pool covers were what they are now.

Item #4 involves the LM&B zone, which is essentially only in one spot of the City (southernmost part of the west side freeway with a lot of tilt-up concrete warehouse buildings). There are very few uses listed as permitted in that zone, and everything else is conditional use, including signage.

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

Vice Chair **Frank Adams** opened the meeting at 7:01 pm.

ZONE CHANGE/CONDITIONAL USE APPLICATION(S) – public hearings (2)

Item #1 - Nancy Prince – Applicant is requesting a consideration for a Conditional Use Permit for a Home Occupation located at 218 W. 1000 N., for Fun on the Farm, on 1.67 acres of property in the LR-F (Large Residential – Foothill) zone. (C-2-24)

Community Development Director **David Petersen** presented this agenda item. This proposal is from the applicant titled: “Re-doing the Barn with Living Quarters”. It mentions, among other things, “As for our home business which is and has been running for the last seven years ‘Fun on the Farm’ is a Day Camp and Farm Experience.” The current barn existed on the same parcel with a single-family home for years—accessory to the use of the land and the main dwelling. However, the barn, now located on a legally created flag-lot in 2020 (Parcel #08-052-0272) separate from a single-family home, is only accessory to the use of the land, but still has the same address as the dwelling at 218 West 1000 North (Parcel #08-052-0273).

The property owner proposes to replace the barn with a single-family dwelling, but designed in such a way where a good portion of the residence may still function as a barn. Fun on the Farm will use the “barn” portion of the home, as well as surrounding land and potential accessory/out buildings on the property.

Petersen said they have been running this business for seven years. They didn’t know that if 25% of the building or lot was being used for the home business, they would need a conditional use permit. They need a single-family home building permit to construct the home, and Staff suggested they get the conditional use permit before building the home.

Regarding home occupations, Section 11-35-040 of the Zoning Ordinance provides the following:

11-35-040: CONDITIONAL USES:

- A. Permitted Conditional Uses: The following home occupations may be allowed only upon approval of a conditional use application by the Planning Commission and issuance of a conditional use permit:
 - 1. Uses where the applicant proposes to use more than twenty five percent (25%) of the dwelling in connection with the business.
 - 2. Any use where outside storage, use of an accessory building or exclusive use of an attached garage is anticipated or requested in conjunction with the home occupation.
- B. Review Standards: In evaluating a home occupation conditional use, the Planning Commission shall apply the review standards contained in chapter 8 of this title and, if applicable, site development standards contained in chapter 7 of this title.

Applicant **Nancy Prince** (244 W. 1000 N., Farmington, Utah) addressed the Commission, saying she lives next door to her in laws. The nature of the business is not changing. Fun on the Farm is a Day Camp for 7 to 11-year-olds. Groups of children collect eggs, feed chickens, bottle feed baby goats, brush and ride horses, learn the anatomy of an egg, do crafts at the Day Camp, and interact with baby rabbits. They learn about farm life. Redoing the barn will help them have facilities during inclement weather. Preschools, groups, and individuals sign their children up, usually from June to August. Barn construction would start after the Fun on the Farm season is over. Her daughter would live in the living quarters on the second floor of the proposed barn. She is not opposed to putting her daughter’s name on the business license.

Scott Prince (218 W. 1000 N., Farmington, Utah) said preschool groups come for an hour and a half with their teachers. Special needs groups come as well. There is not money in this, and they do it just for the kids to have an experience of the farm. \$5 per child covers cookies and needed wages. Parking has never been a problem. Groups in the summer come from 9 a.m. to noon. The business has insurance.

Adams said the proprietor of the business needs to live on the property where the business is conducted. If the daughter is both the proprietor and resident on the property, it will make it easier for the Planning Commission to approve.

Frank Adams opened and closed the public meeting at 7:17 pm due to no comments.

Sherlock said she likes this business and that the next generation is willing to come home to the farm. **Adams** said the requirement of residency causes him minor heartburn. He wants the new home to be occupied before the business starts to be conducted.

MOTION:

Tyler Turner made a motion that the Planning Commission approve the conditional use allowing Fun on the Farm to use more than twenty five percent (25%) of the dwelling in connection with the business and outside storage and use of an accessory building(s) subject to all applicable Farmington City ordinances and development standards and the following Conditions 1-4:

- 1. The applicant must obtain a building permit and construct a single-family home on site.
- 2. The address of the new dwelling must be different than 218 West.
- 3. The City shall issue a home occupation business license for Fun on the Farm.
- 4. The applicant shall continue to meet the parking needs of patrons of the business, including providing off-street parking when and where necessary.

Findings 1-5:

- 1. Fun on the Farm has been in operation for the past seven years and has proven itself not to be detrimental to the health, safety, and general welfare of persons residing or working in the vicinity.
- 2. Davis County and the State of Utah are experiencing a housing crisis, and the use will provide another dwelling for a Farmington household.
- 3. The use will comply with all regulations and conditions in the Farmington City Zoning Ordinance for this particular use.
- 4. The proposed use conforms to the goals, policies, and principles of the Comprehensive General Plan.
- 5. The location provides or will provide adequate utilities, transportation access, drainage, parking and loading space, lighting, screening, landscaping and open space, fire protection, and safe and convenient pedestrian and vehicular circulation.

Supplemental Information

- 1. Vicinity Map
- 2. Project Description by the Applicant

3. Site Plan
4. Prince Barndominium Schematic Design

Kristen Sherlock seconded the motion, which was unanimously approved.

Commissioner Frank Adams	X Aye _____ Nay
Commissioner Tyler Turner	X Aye _____ Nay
Commissioner Kristen Sherlock	X Aye _____ Nay
Commissioner George Kalakis	X Aye _____ Nay
Commissioner Spencer Klein	X Aye _____ Nay
Commissioner Brian Shepard	X Aye _____ Nay

Item #2 – Farmington City – Applicant is requesting a recommendation to rezone the property at approximately 450 North Innovator Drive from the OS (Open Space) district to the A (Agricultural) zoning district and consideration of a Conditional Use Permit for a Public Use (Fire Station) on the same property. (Z-4-24) (C-3-24)

City Planner/GIS Specialist **Shannon Hansell** presented this agenda item. Farmington City acquired 2.09 acres of property in the North Station Area across from the new City Park on Innovator Drive to build a Fire Station that is intended to supplement the existing station downtown. The new station will provide emergency services to residents City-wide, and will also serve as a training and education center for other public safety entities, and possibly the public.

City Staff is requesting that the zone of this parcel be changed from OS to A, rather than Office Mixed Use (OMU). This is because public uses are not allowed in any Mixed-Use zone. The A zone allows public uses to be considered as conditional uses, meaning that they are allowed with conditions as set by the Planning Commission. Another benefit from a zone change of OS to A is that it effectively prevents any possible higher intensity uses on the parcel. Much of the west side of Farmington, including the adjacent property to the west, is agriculturally zoned. This seems to support the change requested.

Because the project is less than 5 acres, and the building footprint is less than 30,000 square feet, the site plan will undergo Staff review and approval.

Fire Chief **Rich Love** (2418 N. 5600 E., Eden, Utah) addressed the Commission. He said the location is really good for where they wanted the facility and access. Architect **Kevin Blalock** is also in attendance. It puts a station closer to where most of the calls are coming from. It also provides access to Station Park. The Denver and Rio Grande Western (D&RGW) Rail Trail separates the facility from nearby residential homes. The berm will help mitigate sound issues. Lighting will not light up the sky, only the sidewalks. They will be using Innovator Drive mostly, and only 1525 West when a call necessitates it. The long-term plans call for moving all operations to the new building while the old building is being renovated. The downtown location is 35 years old and needs some safety renovations. After renovations, operations will be run half out of the east station and half out of the west station. Administration will stay in the older building. Farmington helps cover Fruit Heights, and that would be run out of the old building.

Frank Adams opened and closed the public meeting at 7:29 pm due to no comments.

MOTION

Tyler Turner made a motion that the Planning Commission recommend that the City Council rezone 471 N. Innovator Drive from (OS) Open Space to A (Agricultural), and also that the Planning Commission approve the conditional use for a public use, subject to all applicable Farmington City development standards and ordinances and the Conditions 1-2:

1. That the public use is subject to the approval of the zone change enabling ordinance by the City Council
2. The site plan shall address all findings and comments of the Development Review Committee.

Findings 1-2:

1. The proposed use and site plan are consistent and compliant with the existing approved Station Area Master Plan and the General Plan for the City.
2. A fire station on the west side of I-15 is a necessary and long-awaited project, which will provide invaluable service to the City as it continues to grow.

Supplemental Information 1-7:

5. Vicinity Map
6. Existing zoning map
7. Site Plan and elevations

Kristen Sherlock seconded the motion, which was unanimously approved.

Commissioner Frank Adams	X Aye _____ Nay
Commissioner Tyler Turner	X Aye _____ Nay
Commissioner Kristen Sherlock	X Aye _____ Nay
Commissioner George Kalakis	X Aye _____ Nay
Commissioner Spencer Klein	X Aye _____ Nay
Commissioner Brian Shepard	X Aye _____ Nay

ZONE TEXT AMENDMENT APPLICATIONS – public hearings (2)**Item #3 – Farmington City – Applicant is requesting additional text and amendments to Section 11-28-060, Location of Recreational Pools and Tennis Courts, of Title 11, ZONING REGULATIONS. The amendments are proposed to remove the requirement for a private recreational pool to be surrounded by a fence or wall and instead refer to building code requirements. (ZT-7-24)**

Assistant Director/City Planner **Lyle Gibson** presented this agenda item. It is currently required within the Farmington City Zoning Ordinance that individuals with a swimming pool on their property have a 6-foot fence or wall installed which completely surrounds the pool.

The International Code Council has very detailed code requirements related to swimming pools in the International Swimming Pool and Spa Code (ISPSC). In effect, the code does have barrier requirements similar to the fence/wall requirement found in City code. However, it also creates an exception where a wall-type barrier is not required if the pool is equipped with a powered safety cover that complies with ASTM F1346 standards. Spas or hot tubs are dealt with similarly in this code. Furthermore, the ISPSC also deals with the type of fencing or barrier which should be used when applicable, including details pertaining to height, openings, doors, etc. (ISPSC Section 305). A 4-foot fence would be required in the absence of a locking pool cover.

Multiple property owners and contractors have requested to be able to simply follow building code and not be required to fully fence in a swimming pool. Examples vary, but recent scenarios include properties where fencing is proposed around portions of the pool, but retaining walls or other natural barriers are desired on other sides. The proposed ordinance simply removes the requirement for a wall or fence on a private pool and defers to building code for what sort of barrier is sufficient.

Adams said he is concerned because 4 feet seems kind of low. Supervision is the best. He would prefer a 6-foot fence or pool cover. **Gibson** said building code is specific to not allow gaps in fencing that are large enough for children to fit through. There are also restrictions addressing “climbability.” The question is if the Commission wants to go over and beyond what the building code requires.

Frank Adams opened and closed the public meeting at 7:37 pm due to no comments.

Turner said if the building code is what is done, there is no need for this. Striking it out would be fine with him. He is not sure he wants the City telling him what to do with his property. **Shepard** agreed. **Sherlock** said she is concerned about 4 feet being the bare minimum, and she would like to consider a compromise. She understands land owners wanting an infinity pool look with a view not spoiled by a fence. However, there is concern about the safety of neighbors, guests, and children. **Kalakis** said the City should not tell people how to make their pool or how to parent. He had a pool with a strong cover while he was growing up.

Gibson said the current ordinance does not require fencing for a hot tub or Jacuzzi, but does require covers. The 6-foot fencing is unique in Farmington’s code, and over and beyond what building code calls for.

MOTION

Tyler Turner made a motion that the Planning Commission recommend that the City Council enact the ordinance (enclosed in the Staff Report) to remove the requirement for a 6-foot fence or wall around a private recreational pool.

Finding:

The building code already includes requirements which deal with life safety issues and allows for the use of an approved pool cover rather than required fencing.

Brian Shepard seconded the motion, which was unanimously approved.

Commissioner Frank Adams	<input type="checkbox"/> Aye <input checked="" type="checkbox"/> Nay*
Commissioner Tyler Turner	<input checked="" type="checkbox"/> Aye <input type="checkbox"/> Nay
Commissioner Kristen Sherlock	<input type="checkbox"/> Aye <input checked="" type="checkbox"/> Nay*
Commissioner George Kalakis	<input checked="" type="checkbox"/> Aye <input type="checkbox"/> Nay
Commissioner Spencer Klein	<input checked="" type="checkbox"/> Aye <input type="checkbox"/> Nay
Commissioner Brian Shepard	<input checked="" type="checkbox"/> Aye <input type="checkbox"/> Nay

Passed 4-2 and will continue on to City Council.

Sherlock said she is concerned that building code is a “bare minimum” and feels that a 6-foot fence is good. She would like to allow exceptions for those with a pool side that is not easily accessible to have that one portion of fencing removed, if there is a hard cover. **Adams** said he wants 6-foot fences for safety, or a pool cover.

Item #4 – Farmington City – Applicant is requesting additional text and amendments to Chapter 26, Light Manufacturing and Business (LM&B) of Title 11, ZONING REGULATIONS and Title 15, SIGN REGULATIONS. The amendments are proposed to update

the list of Permitted and Conditional Uses in the LM&B zoning district and the process by which signage is considered in the LM&B zoning district. (ZT-6-24)

Gibson presented this legislative agenda item. Each zoning district in the City includes lists of things that a property owner may do with their land. These allowed uses fall under one of two categories: Permitted Uses and Conditional Uses. By definition (FMC 11-2-020) a Permitted Use is a use which is allowed as a matter of right; often with standards applied to the implementation of that use. Example: a lot owner in a residential zone may build a home that is no taller than 27 feet in height. A request to do something listed as a permitted use does not require any public process, but may require review and approval by Staff.

A Conditional Use on the other hand, as defined, is a use that may be allowed in a specific zone but which may require additional safeguards to maintain and assure the health, safety, morals, and general welfare of the public and to maintain the character of the zone.

Historically, communities listed things as a Conditional Use with the assumption that they could look at proposals on a case-by-case basis and deny the requests that they didn't like. In recent years it has been affirmed through the courts that a Conditional Use is a use which is allowed where identified in a zone, and it must be approved as long as reasonable conditions can be applied to reasonably anticipated detrimental impacts. Based on this relatively recent shift in what a conditional use is, city attorneys and city planners have advised moving conditional uses with established standards to permitted uses as a best practice.

In the case of Farmington City's LM&B zoning district, the ordinance has not been updated or modified since 2002 except in relation to the City's 2022 water efficient landscaping ordinance. This zoning district only regulates about 60 acres of property around 650 West and the West Davis Corridor.

As currently established, the LM&B zone has a very brief list of permitted uses including business and professional offices; research and development activities; veterinary clinic or animal hospital; and warehousing. Feedback to the City from business owners has been that this creates a challenge for perspective tenants who may have to wait several weeks to find out if their business will even be allowed or not. Therefore, Staff is proposing adding a few more things such as: indoor self-storage facilities; indoor sports facilities including golf, soccer, trampoline, volleyball, and similar recreation facilities; light manufacturing, compounding and processing, assembling or packaging; printing and publishing; and retail sales and service, including restaurants and food trucks.

Additionally, in contrast to all other commercial zoning districts, all signage must be approved through a conditional use review, including wall signage. The proposed ordinance has been put together to increase the number of uses which may be considered by right to better accommodate desires uses within the zone. In the current sign ordinance, neon and lit signs are not allowed in this zone. It is proposed that back-lit signs would be permitted after Staff review. Ground and wall signs would be allowed if within square footage requirements.

Frank Adams opened the public hearing at 8:00 pm.

Andrew Hiller (1268 W. Atrium Court, Farmington, Utah), owner of the property in question, addressed the Commission, offering his support of the proposed changes. He is excited that the zone will actually allow light manufacturing. For three of the companies that did need conditional approvals, he brought their application forward for them. He wants successful businesses to come to Farmington. Nice monument and wall signs are on similar property in Kaysville, but not on the businesses located on his property. Some people think his building is vacant because of lack of signage. Lagoon, as well as the elementary and high school schools, have digital signs.

Frank Adams closed the public hearing at 8:08 pm.

Petersen said the sign portion will be considered another day after Staff can sort out some things such as the Scenic Byway overlay zone, which continues to 650 West. Communities on Legacy Parkway need to consult with each other on what the Scenic Byway overlay zone means for signs.

MOTION

Kristen Sherlock made a motion that the Planning Commission recommend that the City Council approve the proposed changes to the LM&B zoning district as included with the Staff Report.

Finding:

The proposed uses in the Permitted Use category can be addressed appropriately through a Staff level review process based on existing criteria and standards already found within the ordinance.

Tyler Turner seconded the motion, which was unanimously approved.

Commissioner Frank Adams	X Aye ____ Nay
Commissioner Tyler Turner	X Aye ____ Nay
Commissioner Kristen Sherlock	X Aye ____ Nay
Commissioner George Kalakis	X Aye ____ Nay
Commissioner Spencer Klein	X Aye ____ Nay
Commissioner Brian Shepard	X Aye ____ Nay

OTHER BUSINESS**Item #5 – Miscellaneous, correspondence, etc.****a) Minutes Approval from April 18, 2024**

- **Tyler Turner** made a motion to approve the minutes from April 18, 2024. **Adams** had one grammatical correction on Item #1 at the bottom of the page. It should read “parking agreement ‘with’ (instead of between) Evergreen Development.”

George Kalakis seconded the motion.

Commissioner Frank Adams	X Aye ____ Nay
Commissioner Tyler Turner	X Aye ____ Nay
Commissioner Kristen Sherlock	X Aye ____ Nay
Commissioner George Kalakis	X Aye ____ Nay
Commissioner Spencer Klein	X Aye ____ Nay
Commissioner Brian Shepard	X Aye ____ Nay

- b) City Council Report from May 7, 2024.** **Gibson** said the vast majority of the meeting was spent discussing budget items. The Council is looking for ways to fund the City because inflation is hitting hard and sales tax revenue hasn't been as good as it has been in past years. The Council is considering what items to continue funding and whether or not to increase taxes. The new budget takes effect July 1, 2024. Two land use items including the Main Street Historic District hearing were postponed until June 4, 2024. The Council approved a lot split on 650 W. 250 S. The Council also approve burying power lines along Park Lane.
- c) Detached ADU Ownership Discussion – Petersen** said he is looking for a subcommittee for one meeting. **Sherlock** and **Adams** volunteered. **John Davis Mortensen** may also be interested. They will join City Councilmember **Amy Shumway** and **Roger Child**.

ADJOURNMENT

Kristen Sherlock motioned to adjourn at 8:18 pm.

Commissioner Frank Adams	X Aye ____ Nay
Commissioner Tyler Turner	X Aye ____ Nay
Commissioner Kristen Sherlock	X Aye ____ Nay
Commissioner George Kalakis	X Aye ____ Nay
Commissioner Spencer Klein	X Aye ____ Nay
Commissioner Brian Shepard	X Aye ____ Nay

Frank Adams, Vice Chair

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, June 4, 2024** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION – 6:00 p.m.

- Consolidated Fee Schedule Discussion
- Discussion of regular session items upon request

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Roger Child, Councilmember
- Pledge of Allegiance – Scott Isaacson, Councilmember

PUBLIC HEARINGS:

- Code Text Change Proposal – Section 11-39-050 F of Chapter 39 the Zoning Ordinance
- Main Street Landmark Register Designation Ordinance
- Request to vacate a platted but unimproved portion of 1525 West right-of-way

Minute motion adjourning to the Redevelopment Agency meeting. (See RDA Agenda)

Minute motion to reconvene the City Council Meeting

BUSINESS:

- Sycamore Lane PUD and Development Agreement
- Consideration of amendment to the Development Agreement for the Charlotte
- Additional text and amendments to Title 15, Sign Regulations

SUMMARY ACTION:

1. Dispatch Services Agreement with DCSO
2. Dispatch Services from Bountiful City
3. Interlocal Agreement for Third-Party Building Inspections
4. Approval of Minutes for 05.07.24

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on May 30, 2024