



**FARMINGTON CITY
PLANNING COMMISSION**

February 06, 2025



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday February 06, 2025

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.

SUBDIVISION APPLICATION – *no public hearing*

1. Matthew Saylor – Applicant is requesting approval of an SSF Lot on his property located at 697 S Shire Lane, on approximately 0.99 acres, in the AE (Agricultural Estates) zone. [Griffin Subdivision amendment to lot 6; to be called Saylor Subdivision, Lots 601-602]. SSF-1-25
2. David Miller – Applicant is requesting approval of an SSF Lot on his property located at 153 Pointe of View Circle, on approximately 4.77 acres, in the LR (Large Residential) zone. [Pointe of View Phase 3 amendment to lot 306; to be called Pointe of View Phase 3 Amended Lot 306, Lots 312 and 313]. SSF-2-25

ZONE TEXT AMENDMENT – *public hearing*

3. Farmington City – Applicant is requesting a recommendation for a zone text amendment to Chapter 11-39 regarding penalty provisions for deterioration by neglect (ZT-1-25)

OTHER BUSINESS

4. Miscellaneous, correspondence, etc.
 - a. City Council Report 02.04.2025
 - b. Planning Commission Minutes Approval 01.23.2025
 - 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 January 31, 2025. Carly Rowe, Planning Secretary



Farmington City Planning Commission Staff Report February 6, 2025

Item 1: Griffin Subdivision Subordinate Single Family (SSF) Lot Split/Plat Amendment

Public Hearing: No
Application No.: SSF-1-25
Property Address: 697 South Shire Lane
General Plan Designation: RRD (Rural Residential Density)
Current Zoning Designation: AE (Agriculture Estates)
Area: 0.99 acres
Property Owner/Applicant: Mathew Saylor

Request: *Amend Lot 6 of the Griffin Subdivision by creating an additional lot for an SSF.*

Background Information

The applicant is proposing to subdivide Lot 6 of the Griffin Subdivision to create two lots: 1) Lot 601 to accommodate an existing single-family dwelling; and 2) Lot 602 for a future SSF dwelling. Lot 6 does not now include a DADU (Detached Accessory Dwelling Unit), nor has the City received plans for an SSF dwelling (or DADU). The City cannot record a subdivision to enable an SSF until the City has issued a certificate of occupancy for the same, unless a deed restriction, acceptable to the City, is recorded concurrent with the newly created vacant lot which states (as per Section 11-28-200 F 7 a. and b. of the Zoning Ordinance):

- a. The owner may establish a DADU thereon so long as both lots are held under one ownership, meet DADU Parcel requirements, and the owner must live on-site in either the DADU or the single-family dwelling; and
- b. Any future SSF on the lot must meet all related requirements, included but not limited to SSF Occupancy standards [see Finding 1 below].

Suggested Motion

Move the Planning Commission approve: 1) the requested plat amendment (lot split) for the current Lot 6 of the Griffin Subdivision; and 2) the enclosed deed restriction for Lot 602 which must be recorded concurrent with the recordation of the final plat for the Saylor Subdivision Plat Amendment—both of which are subject to all applicable Farmington city development standards and ordinances including DADU Parcel compliance.

Findings:

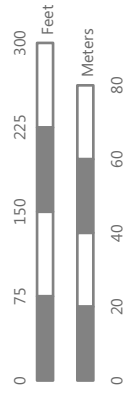
1. Upon the sale of Lot 602 to an owner different than the owner of Lot 601, the deed restriction ensures that any existing or future SSF dwelling on Lot 602 must be owner occupied for two years from the start of such initial occupancy.
2. Lot 601 and Lot 602 together constitute a DADU parcel and meet all City requirements and standards for the same. A DADU parcel is “a defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, and other requirements of the underlying zone”. (Section 11-28-200 F 2.)
3. The Planning Commission is responsible for subdivision review and approval to enable the creation of an SSF, and City staff is responsible for SSF site plan/building permit review and approval. Accordingly, this subdivision application for consideration by the Commission does not include a site plan for the SSF.

Supplemental Information

1. Vicinity map
2. Proposed Saylor Subdivision Plat Amendment
3. Deed Restriction



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

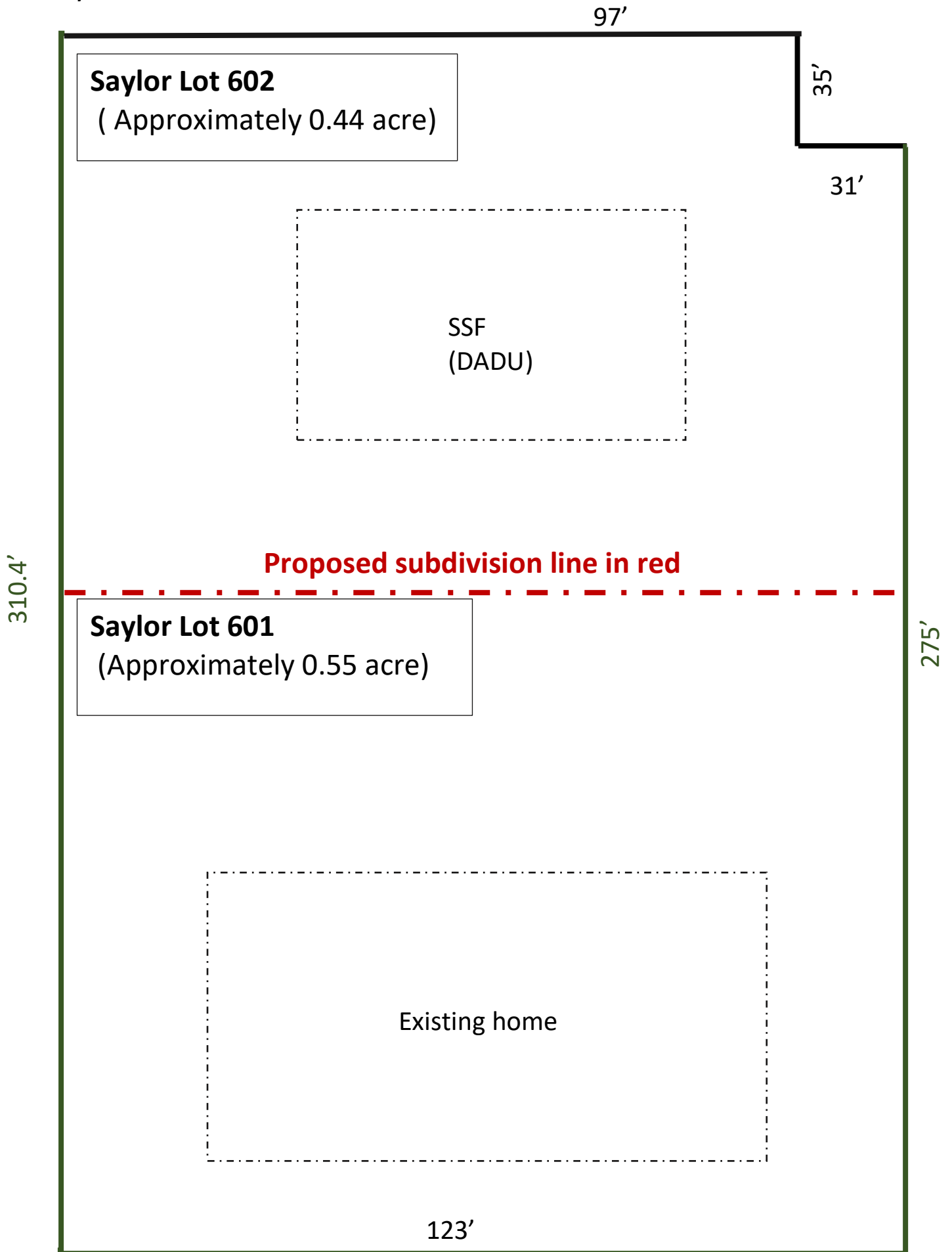


VICINITY MAP

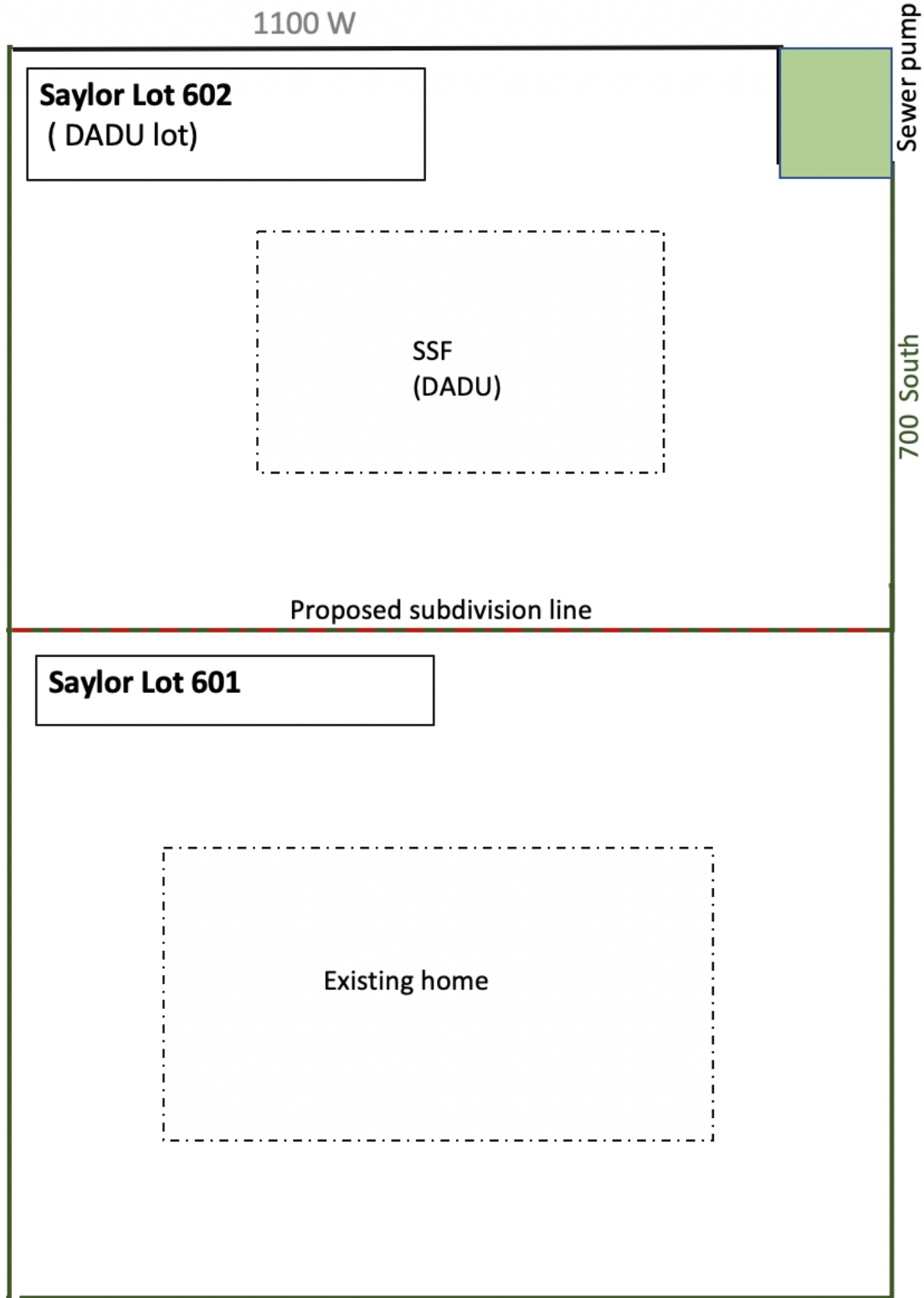
697 S Shire Ln



Saylor Subdivision Plat Amendment



Saylor Subdivision Plat Amendment



Upon recording return to:
Farmington City Attorney
160 S. Main St.
Farmington, UT 84025

DEED RESTRICTION
Owner Occupancy
Governing For-Sale Accessory Dwelling Unit Parcel

This DEED RESTRICTION (this “Deed Restriction”) is granted as of _____, 20__ by _____ having a mailing address of _____ (“Grantor”), for the benefit of FARMINGTON CITY, UTAH having a mailing address of 160 S. Main Street, Farmington, Utah 84025 (the “City”), as such Deed Restriction may be amended from time to time.

WITNESSETH:

A. Grantor holds legal title to approximately ___ acres of land located at _____, which property is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the “Development”).

B. The Development consists of only two lots: 1) Lot ___ includes an existing primary detached single-family dwelling (the “Primary Dwelling Lot”), and 2) Lot ___ (the “Restricted Lot”), which was split from the Primary Dwelling Lot pursuant to Farmington City Zoning Code as a subordinate single-family lot (“SSF Lot”). The Primary Dwelling Lot and the Restricted Lot shall remain in unified ownership unless it meets the requirements of this Deed Restriction.

C. Farmington City has provided in its zoning code for the transfer of ownership for an SSF Lot. The SSF Lot continues to be connected to the Primary Dwelling Lot as per the City Code. Generally, an SSF Lot may be created in two ways: (1) by creating a parcel encompassing an existing detached accessory dwelling unit (“DADU”) that was previously built on the Primary Dwelling Lot, or (2) creating an SSF parcel prior to the construction of a DADU. Regardless of the method, the owner-occupancy requirements of this Deed Restriction are not effective until the separation of ownership in SSF Lot from the Primary Dwelling Lot. If the DADU has not yet been built on the SSF Lot at the time of ownership separation, then the provisions of this Deed Restriction related to owner-occupancy are also contingent upon the issuance of a certificate of occupancy for the DADU on the SSF Lot.

D. The creation of SSF Lots are intended to provide more affordable home-ownership options to future Farmington residents, and therefore the initial tenure and occupancy period of a dwelling on an SSF Lot upon separate ownership from a Primary Dwelling Lot must be owner-occupied for an uninterrupted duration of no less than two

years. The SSF Lot and its dwelling shall not be lawfully rented during the period of owner occupancy.

E. The lot subject to this deed restriction is an SSF Lot.

F. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon this SSF Lot, Lot _____ (the “Restricted Lot”) within the Development as a covenant running with the land and binding upon any successors to Grantor, as owner thereof. The legal description of the Restricted Lot is “All of Lot _____ of the _____ Subdivision, Farmington City, Davis County, Utah.” The property description and identification of the Restricted Lot is attached as **Exhibit B** and incorporated by this reference.

G. The City is authorized to monitor compliance with and to enforce the terms of this Deed Restriction.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending that owners of the Restricted Lot unit be bound by its terms, Grantor hereby agrees that the Restricted Lot shall be subject to the following rights and restrictions:

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
 - (a) “City” shall mean Farmington City, a political subdivision of the State of Utah.
 - (b) “Notice” means correspondence complying with the provisions of Section 6(b) of this Deed Restriction.
 - (c) “Restricted Lot” means the SSF Lot identified on the subdivision plat as Lot _____, and described in Section E of the recitals.
 - (d) “Tenant” means an occupant of the Restricted Lot other than an owner or operator.

3. **Owner-Occupancy Requirement.**

(a) The owner-occupancy requirement of this Deed Restriction is triggered when both of the following conditions apply to the property: (1) a DADU has a certificate of occupancy in place, and (2) the SSF Lot is in separate ownership from the Primary Dwelling Lot. This requirement shall remain in effect from the date that both of these conditions have been met, and continue for a period of **two (2) years** thereafter (the “Restricted Period”) unless earlier terminated in accordance with Section 6(h) hereof.

(b) Occupancy of the Restricted Lot shall be limited to owner-occupied uses during the Restricted Period. Renting, leasing or sub-leasing the home built on the Restricted Lot is prohibited except as provided in Farmington City Code.

(c) This Deed Restriction's compliance with the requirements of this section shall be monitored and enforced by the City.

4. Enforcement.

(a) The rights hereby granted shall include the right of the City to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations, including without limitation legal action to void the property transfer accomplished in violation of this deed restriction. The property owner shall be responsible for reasonable attorney fees and costs associated with such litigation, and agrees that such costs will constitute a lien against the Restricted Lot until paid.

(b) Enforcement of the owner-occupancy requirement may include civil or criminal citations for zoning violations, in addition to legal proceedings seeking injunctive or specific performance. The property owner shall be responsible for the costs of investigation and prosecution of these violations, including reasonable attorney fees and costs. The costs shall constitute a lien against the Restricted Lot until paid.

5. Covenants to Run with the Property.

(a) A copy of this Deed Restriction, as recorded, shall be provided to the Grantor and the appropriate official of the City.

(b) At the expiration of the Restricted Period, either City, Grantor or a successor in interest, may record a notice of termination of this Deed Restriction without the other party's consent and acknowledgement.

(c) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants running with the land, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the City and its successors and assigns, for the Restricted Period.

6. Miscellaneous Provisions.

(a) Amendments. This Deed Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the current owner of the Property and the City.

(b) Notice. Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice. All such notices, demands or requests shall be deemed to have been given on the day it is hand delivered or mailed:

Grantor:

Attn: _____

After property has been sold to a subsequent owner, notice may be sent to the mailing address provided for the property owner on the records of the Davis County Recorder for the Restricted Lot.

City:

Attn: Community Development Director
Farmington City
160 S. Main Street
Farmington, UT 84025

(c) Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

(d) Waiver by City: No waiver by the City of any breach of this Deed Restriction shall be deemed to be a waiver of any other or subsequent breach.

(e) Third Party Beneficiary. The City shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.

(f) Gender; Captions. The use of the plural in this Deed Restriction shall include the singular, the singular, the plural and the use of any gender shall be deemed to include all genders. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Deed Restriction.

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any

of its obligations hereunder without the prior written approval of City pursuant to the terms of this Deed Restriction. All future purchasers of this deed restricted lot accept the terms of this restriction by virtue of its appearance on the records of the Davis County Recorder and

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both Grantor and the City of Farmington, which authorization must be rendered by the City Council. If this Deed Restriction is terminated as provided in this Section 6(h), the then-owner of the Property, or a portion thereof, or City may record a notice of such termination with the Davis County Recorder with the other party's consent and acknowledgement.

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

(j) Independent Counsel. Grantor acknowledges that he, she or they have read this document in its entirety and has had the opportunity to consult legal and financial advisors of his, her or their choosing regarding the execution, delivery and performance of the obligations hereunder.

IN WITNESS WHEREOF, the parties hereto each caused this Deed Restriction to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

GRANTOR:

By: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this ____ day of _____, 20____,
before me personally appeared _____,
the _____ of _____, to

me known, and known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of _____.

Notary Public
Printed Name: _____
My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this _____ day of _____, 20____, before me personally appeared Brett Anderson , the Mayor of the Farmington City, to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of Farmington City.

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Development Property Description

Exhibit B

Property Description
& Identification of Restricted Lot



Farmington City Planning Commission Staff Report February 6, 2025

Item 2: Pointe of View Phase 3 Subordinate Single Family (SSF) Lot Split/Plat Amendment

Public Hearing: No
Application No.: SSF-2-25
Property Address: 153 West Pointe of View Circle
General Plan Designation: LDR (Low Density Residential)
Current Zoning Designation: LR-F (Large Residential-Foothill)
Area: 4.77 acres
Property Owner/Applicant: David Miller

Request: *Amend Lot 306 of the Pointe of View Phase 3 Subdivision by creating an additional lot for an SSF.*

Background Information

The applicant is proposing to subdivide Lot 306 of the Point of View Subdivision to create two lots: 1) Lot 312 to accommodate an existing single-family dwelling; and 2) Lot 313 for a future SSF dwelling. Lot 306 does not now include a DADU (Detached Accessory Dwelling Unit), nor has the City received plans for an SSF dwelling (or DADU). The City cannot record a subdivision to enable an SSF until the City has issued a certificate of occupancy for the same, unless a deed restriction, acceptable to the City, is recorded concurrent with the newly created vacant lot which states (as per Section 11-28-200 F 7 a. and b. of the Zoning Ordinance):

- a. The owner may establish a DADU thereon so long as both lots are held under one ownership, meet DADU Parcel requirements, and the owner must live on-site in either the DADU or the single-family dwelling; and
- b. Any future SSF on the lot must meet all related requirements, included but not limited to SSF Occupancy standards [see Finding 1 below].

Suggested Motion

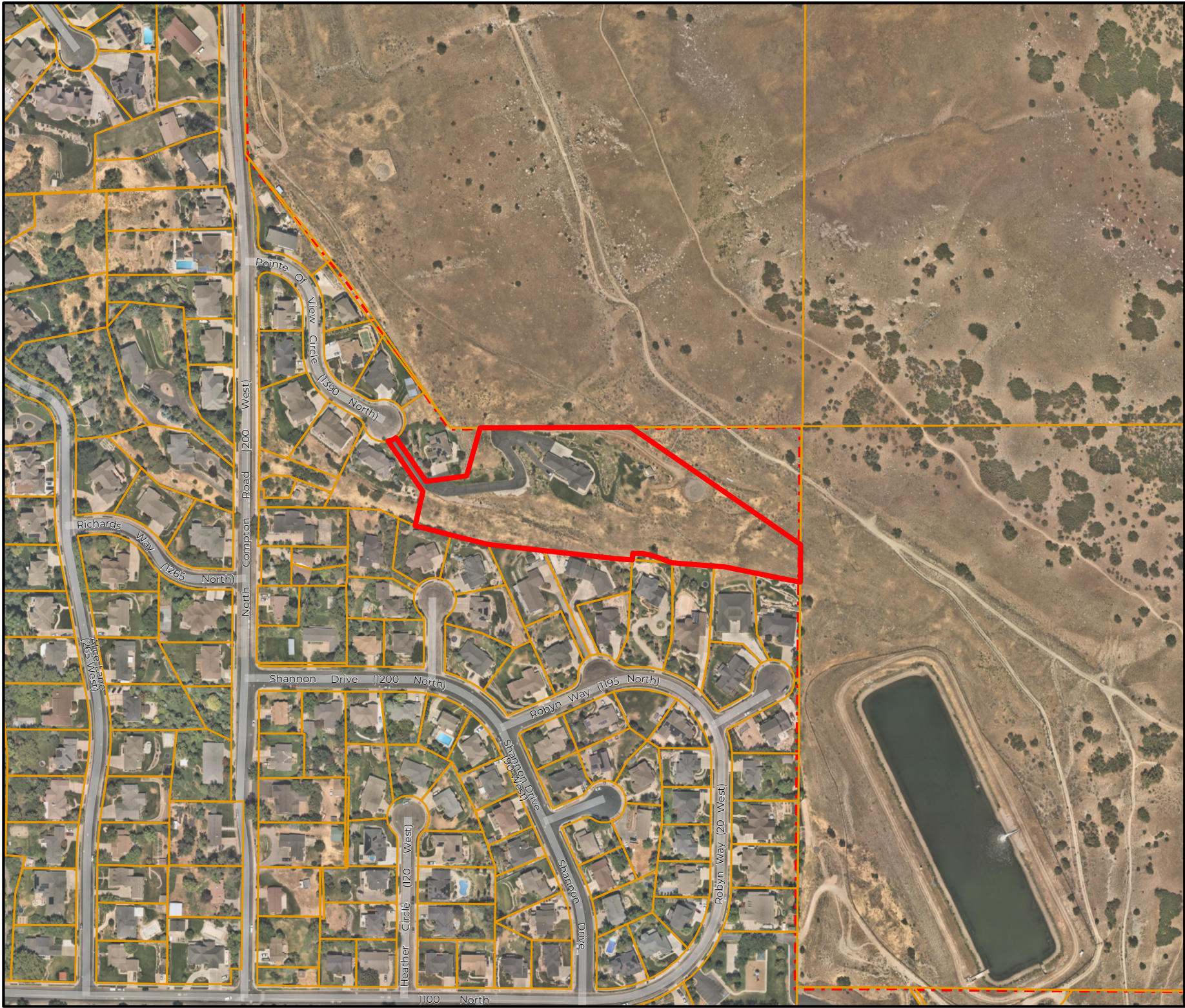
Move the Planning Commission approve: 1) the requested plat amendment (lot split) for the current Lot 306 of the Pointe of View Phase 3 subdivision; and 2) the enclosed deed restriction for Lot 313 which must be recorded concurrent with the recordation of the Pointe of View Phase 3 Amended Lot 306 final plat—both of which are subject to all applicable Farmington city development standards and ordinances including DADU Parcel compliance.

Findings:

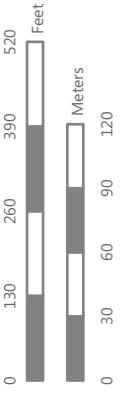
1. Upon the sale of Lot 313 to an owner different than the owner of Lot 312, the deed restriction ensures that any existing or future SSF dwelling on Lot 313 must be owner occupied for two years from the start of such initial occupancy.
2. Lot 313 and Lot 312 together constitute a DADU parcel and meet all City requirements and standards for the same. A DADU parcel is “a defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, and other requirements of the underlying zone”. (Section 11-28-200 F 2.)
3. The Planning Commission is responsible for subdivision review and approval to enable the creation of an SSF, and City staff is responsible for SSF site plan/building permit review and approval. Accordingly, this subdivision application for consideration by the Commission does not include a site plan for the SSF.

Supplemental Information

1. Vicinity map
2. Proposed Pointe of View Phase 3 Amended Lot 306 final plat
3. Deed Restriction



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VICINITY MAP

153 W Pointe of View Cir

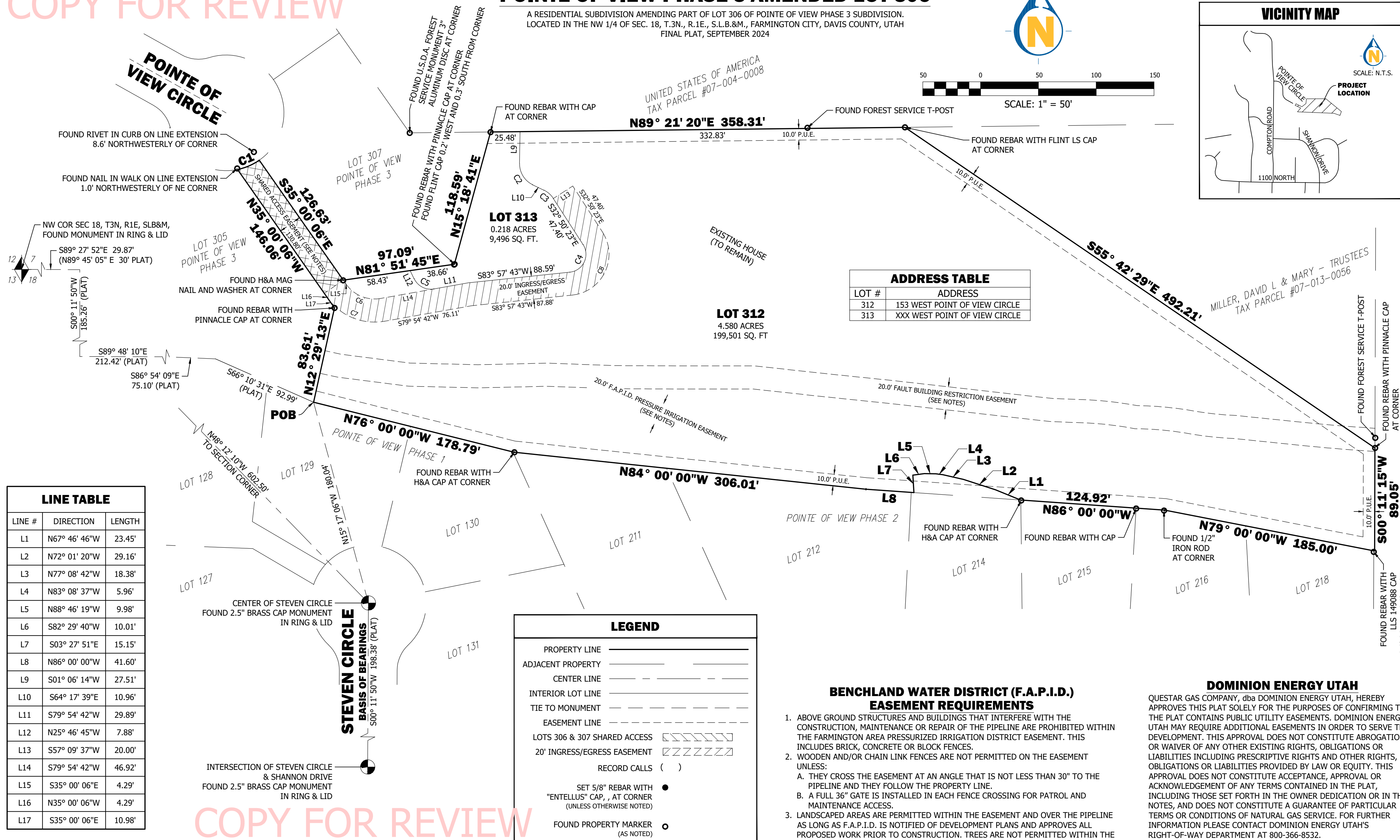
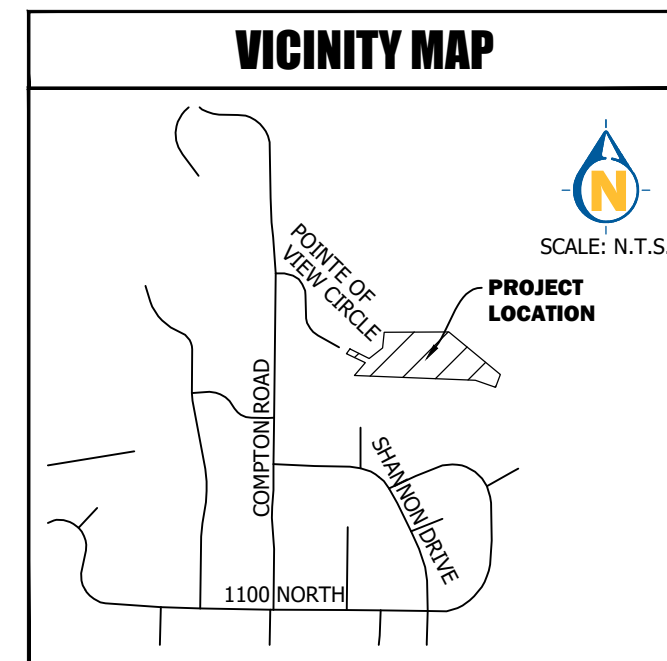
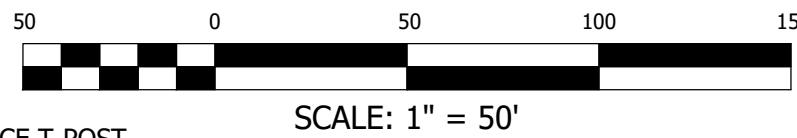


06/11/2019

COPY FOR REVIEW

POINTE OF VIEW PHASE 3 AMENDED LOT 306

A RESIDENTIAL SUBDIVISION AMENDING PART OF LOT 306 OF POINTE OF VIEW PHASE 3 SUBDIVISION. LOCATED IN THE NW 1/4 OF SEC. 18, T.3N., R.1E., S.L.B.&M., FARMINGTON CITY, DAVIS COUNTY, UTAH FINAL PLAT, SEPTEMBER 2024



LINE TABLE table with columns: LINE #, DIRECTION, LENGTH. Rows L1 through L17.

ADDRESS TABLE table with columns: LOT #, ADDRESS. Rows 312, 313.

LEGEND table defining symbols for PROPERTY LINE, ADJACENT PROPERTY, CENTER LINE, INTERIOR LOT LINE, TIE TO MONUMENT, EASEMENT LINE, RECORD CALLS, etc.

BENCHLAND WATER DISTRICT (F.A.P.I.D.) EASEMENT REQUIREMENTS

- 1. ABOVE GROUND STRUCTURES AND BUILDINGS THAT INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR REPAIR OF THE PIPELINE ARE PROHIBITED WITHIN THE FARMINGTON AREA PRESSURIZED IRRIGATION DISTRICT EASEMENT. THIS INCLUDES BRICK, CONCRETE OR BLOCK FENCES.
2. WOODEN AND/OR CHAIN LINK FENCES ARE NOT PERMITTED ON THE EASEMENT UNLESS:
A. THEY CROSS THE EASEMENT AT AN ANGLE THAT IS NOT LESS THAN 30° TO THE PIPELINE AND THEY FOLLOW THE PROPERTY LINE.
B. A FULL 36" GATE IS INSTALLED IN EACH FENCE CROSSING FOR PATROL AND MAINTENANCE ACCESS.
3. LANDSCAPED AREAS ARE PERMITTED WITHIN THE EASEMENT AND OVER THE PIPELINE AS LONG AS F.A.P.I.D. IS NOTIFIED OF DEVELOPMENT PLANS AND APPROVES ALL PROPOSED WORK PRIOR TO CONSTRUCTION. TREES ARE NOT PERMITTED WITHIN THE EASEMENT. PLACEMENT OF LAWN WITHIN THE EASEMENT DOES NOT REQUIRE APPROVAL.
4. CONCRETE AND/OR ASPHALT ARE NOT PERMITTED WITHIN THE EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF F.A.P.I.D. DRIVEWAYS WILL BE ALLOWED FOR ACCESS.
5. OTHER UTILITIES MAY BE INSTALLED WITHIN THE EASEMENT WITH PERMISSION FROM F.A.P.I.D. SUCH UTILITIES MUST MAINTAIN A MINIMUM OF 3 FEET PARALLEL CLEARANCE (5 FEET PREFERRED). THESE CLEARANCES MUST CONFORM TO EXISTING STATE AND FEDERAL REGULATIONS.
6. A MINIMUM OF 12 INCHES OF CLEARANCE MUST BE MAINTAINED AT THE CROSSING POINT BETWEEN OTHER UTILITIES AND THE PIPELINE.
7. A MINIMUM OF 2 FEET, AND NOT MORE THAN 4 FEET OF COVER SHALL BE MAINTAINED OVER THE CENTER LINE OF THE IRRIGATION LINE AT ALL TIMES, UNLESS THE EASEMENT OR GOVERNMENT REGULATIONS REQUIRE MORE GROUND COVER. THE GROUND CONTOUR SHALL NOT BE CHANGED WITHIN OR ADJACENT TO THE EASEMENT AT ANYTIME.
8. NOTIFICATION MUST BE SENT TO F.A.P.I.D. IN THE EVENT OF CONSTRUCTION OR EXCAVATION WITHIN THE EASEMENT OR NEAR THE PIPELINE. PLEASE CALL OR WRITE THE OPERATIONS MANAGER OF THE BENCHLAND WATER DISTRICT.
9. ANY QUESTIONS REGARDING THE USE OF THE RIGHT-OF-WAY OR REQUESTS FOR EXCEPTIONS MUST BE DIRECTED TO THE MANAGER OF THE BENCHLAND WATER DISTRICT.

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH APPROVED THIS DAY OF 20 BY: TITLE:

EASEMENT APPROVAL table with columns: COMPANY (ROCKY MOUNTAIN POWER, CENTURY LINK, COMCAST), DATE.

CURVE TABLE table with columns: CURVE #, RADIUS, LENGTH, DELTA, CHORD BEARING, CHORD LENGTH. Rows C1 through C8.

PLAT NOTES

- 1. THE POINT OF VIEW PHASE 3 SUBDIVISION PLAT WAS RECORDED AS ENTRY #1597967, DAVIS COUNTY RECORDER'S OFFICE ("ORIGINAL PLAT").
2. THE PURPOSE OF THIS PLAT IS TO AMEND LOT 306 OF THE ORIGINAL PLAT TO CREATE A NEW LOT FOR A DETACHED ACCESSORY DWELLING UNIT (DADU). BUILDING SETBACKS FOR THE DADU ARE SUBJECT TO CITY ORDINANCE AT THE TIME OF DEVELOPMENT.
3. THE LOCATION OF THE SHARED ACCESS EASEMENT BETWEEN LOT 306 AND LOT 307 ON THE ORIGINAL PLAT IS NOT BEING AMENDED BY THIS PLAT. LOT 313 OF THIS PLAT ASSUMES THE RIGHTS AND OBLIGATIONS OF THIS SHARED ACCESS EASEMENT APPERTAINING TO SAID LOT 306.
4. THE 20-FOOT INGRESS/EGRESS EASEMENT OVER LOT 312 IS DEDICATED BY THIS PLAT FOR ACCESS TO AND FROM LOT 313. THIS INGRESS/EGRESS EASEMENT FALLS OVER THE SHARED ACCESS EASEMENT BETWEEN LOT 307 AND LOT 312.
5. THE BENCHLAND WATER DISTRICT (FARMINGTON AREA PRESSURIZED IRRIGATION DISTRICT, OR "F.A.P.I.D.") MANAGES THE 20-FOOT F.A.P.I.D. PRESSURE IRRIGATION EASEMENT, WHICH WAS LOCATED BASED ON DISTRICT MARKERS MEASURED ON THE GROUND.
6. THE 20-FOOT FAULT BUILDING RESTRICTION EASEMENT WAS SCALED FROM THE ORIGINAL PLAT BASED ON THE PROJECTED LOCATION OF THE MAIN TRACE OF THE WASATCH FAULT LINE, PER FIGURE 2 SITE PLAN SHB AGRA INC. FAULT RUPTURE HAZARD STUDY.
7. CURRENT ZONING FOR THIS PARCEL IS LR-F.

SURVEYOR'S CERTIFICATE
I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD LICENSE NO. 9182497 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT I HAVE RE-TRACED A RECORD OF SURVEY OF THE EXISTING PROPERTY BOUNDARIES SHOWN ON THIS PLAT (FILE NO. 6257, DAVIS COUNTY SURVEYOR) AND HAVE VERIFIED THE LOCATIONS OF THE BOUNDARIES. I CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAT, AND THAT THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED HEREWITH SHALL BE SUBDIVIDED INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS POINTE OF VIEW PHASE 3 AMENDED LOT 306.

COPY FOR REVIEW
JEREMIAH R. CUNNINGHAM, P.L.S. UT #9182497

BOUNDARY DESCRIPTION
PART OF LOT 306, POINTE OF VIEW PHASE 3 SUBDIVISION (ENTRY #1597967, DAVIS COUNTY RECORDER), LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 305 OF SAID PHASE 3 SUBDIVISION, SAID SOUTHEAST CORNER BEING SOUTH 89°27'52" EAST 29.87 FEET (NORTH 89°45'05" EAST 30.00 FEET, BY RECORD) TO THE EAST LINE OF NORTH COMPTON ROAD AND ALONG SAID PHASE 3 SUBDIVISION THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 00°11'50" WEST 185.26 FEET ALONG SAID EAST STREET LINE; 2) SOUTH 89°48'10" EAST 212.42 FEET; 3) SOUTH 86°54'09" EAST 75.10 FEET; SOUTH 66°10'31" EAST 92.99 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 12°29'13" EAST 83.61 FEET ALONG THE EAST LINE OF SAID LOT 305 TO A CORNER; THENCE NORTH 35°00'06" WEST 146.06 FEET ALONG THE EAST LINE OF SAID LOT 305 TO A CORNER ON THE SOUTH LINE OF POINTE OF VIEW CIRCLE; THENCE EASTERLY 20.58 FEET ALONG A NON-TANGENT, 50.00-FOOT-RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°34'41", CHORD BEARS NORTH 66°47'15" EAST 20.43 FEET, TO A CORNER OF LOT 307 OF SAID PHASE 3 SUBDIVISION; THENCE ALONG SAID LOT 307 THE FOLLOWING THREE (3) COURSES: 1) SOUTH 35°00'06" EAST 126.63 FEET; 2) NORTH 81°51'45" EAST 97.09 FEET; 3) NORTH 15°18'41" EAST 118.59 FEET; THENCE NORTH 89°21'20" EAST 358.31 FEET; THENCE SOUTH 55°42'29" EAST 492.21 FEET; THENCE SOUTH 00°11'15" WEST 89.05 FEET; THENCE NORTH 79°00'00" WEST 185.00 FEET; THENCE NORTH 86°00'00" WEST 124.92 FEET, MORE OR LESS, TO A FENCE LINE AND TO A CORNER OF THE PARCEL DESCRIBED IN A WARRANTY DEED RECORDED AS ENTRY #2837642, DAVIS COUNTY RECORDER; THENCE ALONG SAID FENCE LINE AND DESCRIBED PARCEL THE FOLLOWING SEVEN (7) COURSES: 1) NORTH 67°46'46" WEST 23.45 FEET; 2) NORTH 72°01'20" WEST 29.16 FEET; 3) NORTH 77°08'42" WEST 18.38 FEET; 4) NORTH 83°08'37" WEST 5.96 FEET; 5) NORTH 88°46'19" WEST 9.98 FEET; 6) SOUTH 82°29'40" WEST 10.01 FEET; 7) SOUTH 03°27'51" EAST 15.15 FEET; THENCE NORTH 86°00'00" WEST 259.00 FEET; THENCE NORTH 84°00'00" WEST 306.01 FEET; THENCE NORTH 76°00'00" WEST 178.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 305 AND TO THE POINT OF BEGINNING.

SUBDIVISION CONTAINS 4.773 ACRES.
ROTATE BEARINGS CLOCKWISE 00°20'41" FOR NAD 1983 STATE PLANE COORDINATE BEARINGS IN THE UTAH NORTH ZONE (D.C.S.)

OWNER'S DEDICATION
WE, THE UNDERSIGNED OWNERS OF THE ABOVE-DESCRIBED LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS TO BE KNOWN AS POINTE OF VIEW PHASE 3 AMENDED LOT 306, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT TO THE CITY THAT THE SAME ARE FREE OF ALL ENCUMBRANCES THAT COULD INTERFERE WITH THEIR USE AS HEREIN DEDICATED.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF 20

DAVID L. MILLER - TRUSTEE MILLER FAMILY REVOCABLE LIVING TRUST
MARY MILLER - TRUSTEE MILLER FAMILY REVOCABLE LIVING TRUST

TRUST ACKNOWLEDGMENT
ON THE DAY OF 20 THERE PERSONALLY APPEARED BEFORE ME, DAVID L. MILLER, TRUSTEE OF THE MILLER FAMILY REVOCABLE LIVING TRUST, WHO BEING DULY SWORN, DID SAY THAT HE/SHE IS A TRUSTEE OF SAID TRUST AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID TRUST AND THAT IT IS WITHIN THE TRUSTEE'S AUTHORITY TO EXECUTE THE SAME.

NOTARY PUBLIC:
RESIDENCE:
MY COMMISSION EXPIRES:

TRUST ACKNOWLEDGMENT
ON THE DAY OF 20 THERE PERSONALLY APPEARED BEFORE ME, MARY MILLER, TRUSTEE OF THE MILLER FAMILY REVOCABLE LIVING TRUST, WHO BEING DULY SWORN, DID SAY THAT HE/SHE IS A TRUSTEE OF SAID TRUST AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID TRUST AND THAT IT IS WITHIN THE TRUSTEE'S AUTHORITY TO EXECUTE THE SAME.

NOTARY PUBLIC:
RESIDENCE:
MY COMMISSION EXPIRES:

Entellus logo and contact information: 1470 South 600 West Woods Cross, UT 84010 Phone 801.298.2236 www.Entellus.com PROJECT #2233001 2024/09/19 135

BENCHLAND WATER DISTRICT APPROVED BY THE BENCHLAND WATER DISTRICT, THIS DAY OF 20 DISTRICT MANAGER

CENTRAL DAVIS SEWER DISTRICT APPROVED ON THIS DAY OF 20, BY THE CENTRAL DAVIS SEWER DISTRICT. BY:

CITY ENGINEER APPROVED BY THE CITY ENGINEER, THIS DAY OF 20. CITY ENGINEER

PLANNING COMMISSION APPROVED BY THE PLANNING COMMISSION OF FARMINGTON CITY, THIS DAY OF 20. CHAIRMAN

CITY ATTORNEY APPROVED THIS DAY OF 20, BY FARMINGTON CITY ATTORNEY. FARMINGTON CITY ATTORNEY

FARMINGTON CITY COUNCIL APPROVED THIS DAY OF 20, BY FARMINGTON CITY. CITY RECORDER ATTEST: MAYOR:

DAVIS COUNTY RECORDER ENTRY NO. FEE PAID FILED FOR RECORD AND RECORDED THIS DAY OF 20 AT IN BOOK OF COUNTY RECORDER: DEPUTY

COPY FOR REVIEW

Upon recording return to:
Farmington City Attorney
160 S. Main St.
Farmington, UT 84025

DEED RESTRICTION
Owner Occupancy
Governing For-Sale Accessory Dwelling Unit Parcel

This DEED RESTRICTION (this “Deed Restriction”) is granted as of _____, 20__ by _____ having a mailing address of _____ (“Grantor”), for the benefit of FARMINGTON CITY, UTAH having a mailing address of 160 S. Main Street, Farmington, Utah 84025 (the “City”), as such Deed Restriction may be amended from time to time.

WITNESSETH:

A. Grantor holds legal title to approximately ___ acres of land located at _____, which property is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the “Development”).

B. The Development consists of only two lots: 1) Lot ___ includes an existing primary detached single-family dwelling (the “Primary Dwelling Lot”), and 2) Lot ___ (the “Restricted Lot”), which was split from the Primary Dwelling Lot pursuant to Farmington City Zoning Code as a subordinate single-family lot (“SSF Lot”). The Primary Dwelling Lot and the Restricted Lot shall remain in unified ownership unless it meets the requirements of this Deed Restriction.

C. Farmington City has provided in its zoning code for the transfer of ownership for an SSF Lot. The SSF Lot continues to be connected to the Primary Dwelling Lot as per the City Code. Generally, an SSF Lot may be created in two ways: (1) by creating a parcel encompassing an existing detached accessory dwelling unit (“DADU”) that was previously built on the Primary Dwelling Lot, or (2) creating an SSF parcel prior to the construction of a DADU. Regardless of the method, the owner-occupancy requirements of this Deed Restriction are not effective until the separation of ownership in SSF Lot from the Primary Dwelling Lot. If the DADU has not yet been built on the SSF Lot at the time of ownership separation, then the provisions of this Deed Restriction related to owner-occupancy are also contingent upon the issuance of a certificate of occupancy for the DADU on the SSF Lot.

D. The creation of SSF Lots are intended to provide more affordable home-ownership options to future Farmington residents, and therefore the initial tenure and occupancy period of a dwelling on an SSF Lot upon separate ownership from a Primary Dwelling Lot must be owner-occupied for an uninterrupted duration of no less than two

years. The SSF Lot and its dwelling shall not be lawfully rented during the period of owner occupancy.

E. The lot subject to this deed restriction is an SSF Lot.

F. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon this SSF Lot, Lot _____ (the “Restricted Lot”) within the Development as a covenant running with the land and binding upon any successors to Grantor, as owner thereof. The legal description of the Restricted Lot is “All of Lot _____ of the _____ Subdivision, Farmington City, Davis County, Utah.” The property description and identification of the Restricted Lot is attached as **Exhibit B** and incorporated by this reference.

G. The City is authorized to monitor compliance with and to enforce the terms of this Deed Restriction.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending that owners of the Restricted Lot unit be bound by its terms, Grantor hereby agrees that the Restricted Lot shall be subject to the following rights and restrictions:

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
 - (a) “City” shall mean Farmington City, a political subdivision of the State of Utah.
 - (b) “Notice” means correspondence complying with the provisions of Section 6(b) of this Deed Restriction.
 - (c) “Restricted Lot” means the SSF Lot identified on the subdivision plat as Lot _____, and described in Section E of the recitals.
 - (d) “Tenant” means an occupant of the Restricted Lot other than an owner or operator.
3. **Owner-Occupancy Requirement.**

(a) The owner-occupancy requirement of this Deed Restriction is triggered when both of the following conditions apply to the property: (1) a DADU has a certificate of occupancy in place, and (2) the SSF Lot is in separate ownership from the Primary Dwelling Lot. This requirement shall remain in effect from the date that both of these conditions have been met, and continue for a period of **two (2) years** thereafter (the “Restricted Period”) unless earlier terminated in accordance with Section 6(h) hereof.

(b) Occupancy of the Restricted Lot shall be limited to owner-occupied uses during the Restricted Period. Renting, leasing or sub-leasing the home built on the Restricted Lot is prohibited except as provided in Farmington City Code.

(c) This Deed Restriction's compliance with the requirements of this section shall be monitored and enforced by the City.

4. Enforcement.

(a) The rights hereby granted shall include the right of the City to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations, including without limitation legal action to void the property transfer accomplished in violation of this deed restriction. The property owner shall be responsible for reasonable attorney fees and costs associated with such litigation, and agrees that such costs will constitute a lien against the Restricted Lot until paid.

(b) Enforcement of the owner-occupancy requirement may include civil or criminal citations for zoning violations, in addition to legal proceedings seeking injunctive or specific performance. The property owner shall be responsible for the costs of investigation and prosecution of these violations, including reasonable attorney fees and costs. The costs shall constitute a lien against the Restricted Lot until paid.

5. Covenants to Run with the Property.

(a) A copy of this Deed Restriction, as recorded, shall be provided to the Grantor and the appropriate official of the City.

(b) At the expiration of the Restricted Period, either City, Grantor or a successor in interest, may record a notice of termination of this Deed Restriction without the other party's consent and acknowledgement.

(c) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants running with the land, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the City and its successors and assigns, for the Restricted Period.

6. Miscellaneous Provisions.

(a) Amendments. This Deed Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the current owner of the Property and the City.

(b) Notice. Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice. All such notices, demands or requests shall be deemed to have been given on the day it is hand delivered or mailed:

Grantor:

Attn: _____

After property has been sold to a subsequent owner, notice may be sent to the mailing address provided for the property owner on the records of the Davis County Recorder for the Restricted Lot.

City:

Attn: Community Development Director
Farmington City
160 S. Main Street
Farmington, UT 84025

(c) Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

(d) Waiver by City: No waiver by the City of any breach of this Deed Restriction shall be deemed to be a waiver of any other or subsequent breach.

(e) Third Party Beneficiary. The City shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.

(f) Gender; Captions. The use of the plural in this Deed Restriction shall include the singular, the singular, the plural and the use of any gender shall be deemed to include all genders. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Deed Restriction.

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any

of its obligations hereunder without the prior written approval of City pursuant to the terms of this Deed Restriction. All future purchasers of this deed restricted lot accept the terms of this restriction by virtue of its appearance on the records of the Davis County Recorder and

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both Grantor and the City of Farmington, which authorization must be rendered by the City Council. If this Deed Restriction is terminated as provided in this Section 6(h), the then-owner of the Property, or a portion thereof, or City may record a notice of such termination with the Davis County Recorder with the other party's consent and acknowledgement.

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

(j) Independent Counsel. Grantor acknowledges that he, she or they have read this document in its entirety and has had the opportunity to consult legal and financial advisors of his, her or their choosing regarding the execution, delivery and performance of the obligations hereunder.

IN WITNESS WHEREOF, the parties hereto each caused this Deed Restriction to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

GRANTOR:

By: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this ____ day of _____, 20____,
before me personally appeared _____,
the _____ of _____, to

me known, and known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of _____.

Notary Public
Printed Name: _____
My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this _____ day of _____, 20____, before me personally appeared Brett Anderson , the Mayor of the Farmington City, to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of Farmington City.

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Development Property Description

Exhibit B

Property Description
& Identification of Restricted Lot



**Farmington City
Planning Commission Staff Report
February 6, 2025**

Item 3: Amendment to Section 11-39-070, DETERIORATION BY NEGLECT.

Public Hearing: Yes
Application No.: ZT-1-25
Applicant: Farmington City

Request: *Applicant requests a zone text amendment to Section 11-39-070 of the Zoning ordinance, which relates to penalty provisions regarding deterioration by neglect.*

Suggested Motion:

Move that the Planning Commission recommend the City Council approve the following zone text amendment to 11-39-070 DETERIORATION BY NEGLECT, subject to all applicable Farmington City development standards and ordinances.

11-39-070: DETERIORATION BY NEGLECT:

An owner of a historic resource listed on the list or the register shall not allow any building to deteriorate by failing to provide ordinary maintenance or repair. The historic preservation commission shall be charged with the following responsibilities regarding deterioration by neglect:

A. Monitoring Of Conditions: The historic preservation commission shall monitor the condition of historic resources to determine if any historic resource is being allowed to deteriorate by neglect. Conditions such as broken windows, doors and exterior openings which allow the elements to enter or otherwise become an attractive nuisance, or the deterioration of a historic resource's structural system, shall constitute failure to provide ordinary maintenance or repair.

B. Failure To Maintain: In the event the historic preservation commission determines there is a failure to provide ordinary maintenance or repair, the historic preservation commission shall notify the owner of the historic resource and set forth the steps which need to be taken to remedy the situation. The owner of the historic resource shall have thirty (30) days to make necessary repairs.

C. Penalty: In the event that the condition is not remedied in thirty (30) days, the historic preservation commission may recommend to the city council that penalty fines be imposed as provided in ~~chapter 38, "Enforcement And Penalties", of this t~~ **Title 1 "General Provisions", of the City Code of Farmington City.**

Finding:

The existing penalty provisions for deterioration by neglect have existed for a while, and the more recent provisions in Title 1 are better suited to encourage compliance with the ordinance.

Supplemental Information

1. Chapter 38 of the Zoning Ordinance "Enforcement And Penalties"
2. Title 1, Chapter 6 "CIVIL ENFORCEMENT"

CHAPTER 38

ENFORCEMENT AND PENALTIES

SECTION:

11-38-010: Enforcement

11-38-020: Abatement

11-38-030: Penalty Provisions

11-38-010: ENFORCEMENT:

All department officials and public employees of Farmington City vested with the duty or authority to issue permits shall conform to the provisions of this title and shall issue no permit, certificate or license for uses, buildings or purposes in conflict with the provisions of this title, and any such permit, certificate or license issued in conflict with the provisions of this title, intentionally or otherwise, shall be null and void. It shall be the duty of the zoning administrator, the building official and the police chief of Farmington City or their designees to enforce the provisions of this title pertaining to the erection, construction, reconstruction, moving, conversion, alteration or addition to any building or structure and the use of any land, building or premises. (Ord. 2003-52, 11-5-2003)

11-38-020: ABATEMENT:

Any building or structure set up, erected, constructed or altered, enlarged, converted, moved or maintained in violation of the provisions of this title, and any use of land, building or premises in violation of this title, shall be, and the same hereby is declared to be, unlawful and a public nuisance. In addition to any other remedy provided by the Farmington City ordinances or otherwise available at law or in equity, the city may abate the nuisance pursuant to the provisions and procedures set forth in title 7, chapter 2 of this code. (Ord. 1990-29, 8-15-1990)

11-38-030: PENALTY PROVISIONS:

Any person, firm or corporation, association, partnership or governmental instrumentality, whether as principal, agent, employee or otherwise, violating or causing the violation of any of the provisions of this title, or failing or refusing to do some act required under this title, shall be guilty of a class C misdemeanor as provided in Utah Code Annotated section 10-9a-803. (Ord. 1990-29, 8-15-1990; amd. 2016 Code)

CHAPTER 6

CIVIL ENFORCEMENT

SECTION:

1-6-010: Purpose

1-6-020: Scope

1-6-030: Enforcement Action

1-6-040: Civil Liability

1-6-050: Definitions

1-6-060: Notice Requirements

1-6-070: Investigation And Inspection

1-6-080: Notice Of Violation

1-6-090: Warning Period

1-6-100: Immediate Enforcement

1-6-110: Civil Citation

1-6-120: Civil Penalties

1-6-130: Request For Administrative Hearing

1-6-140: [Reserved]

1-6-150: [Reserved]

1-6-160: [Reserved]

1-6-170: [Reserved]

1-6-180: [Reserved]

1-6-190: [Reserved]

1-6-200: Collection

1-6-010: PURPOSE:

The city council finds that the enforcement of this code is an important public service and is vital to the protection of the public health, safety, welfare and quality of life. Pursuant to Utah Code Annotated section 10-3-703, the city council is authorized to impose a minimum criminal or civil penalty for the violation of any municipal ordinance. The city council finds that it is in the best interest of the city to establish and provide an enforcement system that allows for a combination of criminal and civil enforcement remedies and penalties. (Ord. 2012-08, 2-21-2012)

1-6-020: SCOPE:

The provisions of this chapter may be applied to any and all violations of this code, excluding violations of the provisions of titles 13, "Criminal Code", and 14, "Traffic Code", of this code. The provisions of this chapter are intended to provide additional remedies for the city to use to achieve compliance with city ordinances. The remedies, penalties and procedures set forth herein are not intended to limit or waive any right or remedy provided by law. The provisions of this chapter shall not invalidate any other chapter, section or provision of this code, but shall be read in conjunction with and in addition to such chapters, sections and provision, as an additional remedy for enforcement of violations. (Ord. 2012-08, 2-21-2012)

1-6-030: ENFORCEMENT ACTION:

The city shall have the sole discretion in deciding whether to pursue a criminal or civil enforcement action for the violation of any ordinances or applicable code requirements. The provisions of this chapter shall not be construed to limit the city's right to prosecute any violation as a criminal offense. In accordance with Utah Code Annotated section 10-3-703.7, as amended, the city may not impose a civil penalty for a civil violation that occurs in conjunction with another criminal episode that will be prosecuted in a criminal proceeding. (Ord. 2012-08, 2-21-2012)

1-6-040: CIVIL LIABILITY:

By establishing performance standards or by establishing obligations to act, it is the intent of the city council that city employees and officers are exercising discretionary authority in pursuit of an essential governmental function and that any such standards or obligations shall not be construed as creating a ministerial duty for purposes of tort liability. (Ord. 2012-08, 2-21-2012)

1-6-050: DEFINITIONS:

For purposes of this chapter, the following words shall be defined as set forth herein:

CIVIL CITATION: A citation issued to a responsible person which gives notice of a violation and the civil penalty for such violation.

ENFORCEMENT OFFICIAL: Any person authorized by the city to enforce violations of this code, including, but not limited to, code

enforcement officers, zoning officers, police officers and building inspection officials.

HEARING OFFICER: A person appointed, contracted or hired by the city to conduct administrative hearings and to issue administrative orders as provided in this chapter.

NOTICE OF VIOLATION: A written notice that informs the responsible person of code violations and orders certain steps to correct or remedy the violations.

PERSON: Any natural person, firm, joint venture, partnership, association, club, company, corporation, limited liability company, business trust, firm, organization, or any other entity that is recognized by law.

PROPERTY OWNER: The record owner of real property as shown on the records of the Davis County assessor or recorder's office.

RESPONSIBLE PERSON: Any person(s) who is responsible for causing or maintaining a violation of this code. The property owner, tenant, person with a legal interest in the property, or person in possession of the real property may be liable for any violation maintained on the property. (Ord. 2012-08, 2-21-2012)

1-6-060: NOTICE REQUIREMENTS:

A. Methods: Whenever notice is required to be given under this chapter, the notice shall be served by one of the following methods, unless different provisions are otherwise specifically stated to apply:

1. Personal service;
2. Certified mail, return receipt requested, postage prepaid, to the last known address(es) of the responsible person(s);
3. Posting the notice conspicuously on or in front of the property, if inhabited; if the property is uninhabited, the notice must be personally served, mailed or published as provided herein; or
4. Published in a newspaper of general circulation when the identity or whereabouts of the person to be served are unknown and cannot be ascertained through reasonable diligence, where service is impracticable under the circumstances, or where there exists good cause to believe the person to be served is avoiding service.

B. Failure To Receive Notice: Failure of a responsible person to receive notice shall not affect the validity of any action taken hereunder if notice has been served in the manner set forth above. Service by certified mail shall be deemed served on the date signed for on the return receipt. (Ord. 2012-08, 2-21-2012)

1-6-070: INVESTIGATION AND INSPECTION:

An enforcement official may investigate any purported violation of city ordinances and take such action as is warranted under the circumstances in accordance with the provisions and procedures set forth in this chapter. An enforcement official is authorized to enter upon any property or premises to ascertain whether the provisions of city ordinances are being obeyed and to make any reasonable examination or survey necessary to determine compliance. This may include the taking of photographs, samples or other physical evidence. All inspections, entries, examinations and surveys shall be done in a reasonable manner and with prior notice and approval from the property owner. If a property owner or responsible person refuses to allow an enforcement official to enter property, the enforcement official shall obtain a search warrant before entering the property. (Ord. 2012-08, 2-21-2012)

1-6-080: NOTICE OF VIOLATION:

If an enforcement official determines that any provision of this code is being violated or continues to exist and immediate enforcement action is not necessary under the circumstances, the enforcement official shall provide a written notice of violation to the property owner or other responsible person. Such written notice of violation shall indicate the nature of the violation, the action necessary to correct the violation, the warning period established before further enforcement action or penalties, and the potential enforcement action and/or penalties to be imposed for failure to cure the violation within the established warning period. Such notice of violation shall be served in accordance with section 1-6-060 of this chapter. Such notice of violation shall serve to start the warning period. (Ord. 2012-08, 2-21-2012)

1-6-090: WARNING PERIOD:

Unless otherwise determined by an enforcement official, in his or her sole discretion in accordance with the provisions of section 1-6-100 of this chapter, the warning period for correction of violations set forth in the notice of violation shall be ten (10) days from the date of receipt of the notice of violation. If the violation remains uncured after expiration of the warning period, the enforcement official shall pursue further enforcement action as deemed appropriate in accordance with the provisions provided herein. The enforcement official is authorized, in his or her discretion, to extend the warning period if the enforcement official determines that good cause exists for such extended warning period and the extension will not create or perpetuate a situation imminently dangerous to life or property. Any such extension shall require written agreement by the property owner or person responsible for the violation to remedy the violations within a set time frame and to comply with any and all conditions of extension as required by the enforcement official. A request for extension shall be filed in writing by the property owner or person responsible for the violation prior to the expiration of the ten (10) day response period. (Ord. 2012-08, 2-21-2012)

1-6-100: IMMEDIATE ENFORCEMENT:

In the case of a violation involving public safety, continuing construction or development, storm drainage, an emergency situation, multiple or repeated violations, or for any other reason as reasonably determined by the enforcement official, the enforcement official may use the enforcement powers and remedies available to it under this chapter, including issuance of a civil citation, without prior notice or notice of violation. (Ord. 2012-08, 2-21-2012)

1-6-110: CIVIL CITATION:

If any violation remains uncured after issuance of a notice of violation and expiration of the warning period set forth therein, a civil citation may be issued to the property owner or other responsible person for the violation and civil penalties imposed for such violation. The civil citation shall be served in the manner set forth in section 1-6-060 of this chapter. Each civil citation shall include the date and location of all violations, the code sections violated, the amount of the civil penalty imposed for each violation, an

explanation of how the civil penalty shall be paid, the consequences for failure to pay, an explanation of the right to and the procedures for requesting an administrative hearing, and the signature of the enforcement official issuing the citation. (Ord. 2012-08, 2-21-2012)

1-6-120: CIVIL PENALTIES:

Civil penalties to be imposed for a civil citation shall be imposed in accordance with the civil penalties fee schedule adopted by the city. Pursuant to Utah Code Annotated section 10-3-703, the city council may prescribe a minimum civil penalty for code violations by a fine not to exceed the maximum class B misdemeanor fine, which is one thousand dollars (\$1,000.00); provided, that civil penalties for a violation of the land use ordinances of the city shall not exceed the maximum fine for a class C misdemeanor. Civil penalties shall be due and owing to the city within ten (10) days from the date of service. The civil penalty shall be double if paid after ten (10) days but within twenty (20) days of service. The civil penalty shall triple if paid after twenty (20) days but within thirty (30) days of service. After thirty (30) days, unpaid civil penalties shall accrue interest at the rate set forth by the state of Utah for unpaid judgments. Payment of any civil penalty shall not excuse any failure to correct a violation or the reoccurrence of the violation, nor shall it bar further enforcement action by the city. A civil citation and civil penalties may be imposed for each and every day a violation occurs or continues to exist. Additional civil penalties may be imposed for reoccurring offenses on the same property within one year from the imposition of a civil penalty. Civil penalties may not be imposed for a civil violation that occurs in conjunction with another criminal violation as part of a single criminal episode that will be prosecuted in a criminal proceeding. Civil penalties shall be paid to the city finance department. (Ord. 2012-08, 2-21-2012)

1-6-130: REQUEST FOR ADMINISTRATIVE HEARING:

Any responsible person served with a civil citation or notice of violation shall have the right to request an administrative hearing before the administrative hearing officer by filing a written request for hearing with the city recorder within ten (10) calendar days from the date of service of the civil citation or notice of violation. The appeal shall be conducted in accordance with chapter 3-7 of this code, with the administrative hearing officer hearing such appeals. (Ord. 2012-08, 2-21-2012; amd. Ord. 2023-65, 11-14-2023)

1-6-140: [RESERVED]:

1-6-150: [RESERVED]:

1-6-160: [RESERVED]:

1-6-170: [RESERVED]:

1-6-180: [RESERVED]:

1-6-190: [RESERVED]:

1-6-200: COLLECTION:

The city may use any lawful means available to collect any unpaid civil penalties imposed under this chapter, including costs and reasonable attorney fees. (Ord. 2012-08, 2-21-2012)

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, February 4, 2025** 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.

- Mandatory annual training
- Discussion of regular session items upon request

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Melissa Layton, Councilmember
- Pledge of Allegiance – Scott Isaacson, Councilmember

PRESENTATIONS:

- Recognition of Liam Griffin as Student of the Month
- Recognition of Eric Miller
- Introduction of new Police Chief Austin Anderson, badge pinning and administration of Oath of Office
- Inauguration Debrief from Police Department
- FY24 Annual Comprehensive Financial Report (ACFR) and Audit Report Review and Acceptance

PUBLIC HEARING:

- Schematic Subdivision Plan, Preliminary Planned Unit Development Master Plan and Development Agreement - The Ana at approximately 1000 N 650 W (formerly The Ivy)
- Amend the Rice Farms Planned Unit Development overlay to allow internal Accessory Dwelling units on lots smaller than 6,000 sq. ft
- Schematic Subdivision for the Miller Meadows Phase 10, approximately 400 South 555 West

BUSINESS:

- Zone Change, TDR Agreement, Schematic Subdivision Plan, and Development Agreement - Farmstead Subdivision at approx. 675 S 1525 W
- Council determination of disbursements of need-based utility assistance fund
- Main Street (Park Lane – Shepard Lane) Federal Aid Agreement

SUMMARY ACTION:

1. Consider approval of the agreement and award of the Lower Farmington Creek Trail Project
2. Main Street (Park Lane – Shepard Lane) Davis County Interlocal Agreement
3. Approval of Minutes 01.21.25

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 January 30, 2025

**FARMINGTON CITY
PLANNING COMMISSION**

January 23, 2025

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

City Manager **Brigham Mellor** said the City is under contract with the Boyer Company to sell roughly 16 acres on the north side of Main Street. The land was originally purchased in 2010 with K-Mart Redevelopment Agency (RDA) money earmarked for residential development. The City has some say as the seller and still has the land use policing power, but usually follows the Planning Commission’s recommendations 95% of the time. As such, he reviewed the presentation Boyer presented to the Council earlier in the week. It included between 140 to 265 units, which is moderate density. It is still up for discussion if the units will be for sale or rent. The selling price depends on the density allowed. The Planning Commission doesn’t need to worry about sales price but should consider the layout; if it fits the area; if the architecture, landscaping, and amenities are wanted; and if it fits the General Plan (both existing and future). The Utah Department of Transportation (UDOT) owns a detention basin there that the City currently maintains, and Boyer needs to figure out how to make this into a City park. There is also a well house on site at the entrance to the project. The developer now needs to sell the development concept to the Planning Commission, and plans to hold public open houses, the first of which may be held the end of February. **Mellor** doesn’t want the Commission to feel rushed.

REGULAR SESSION Present: Chair Frank Adams; Vice Chair Tyler Turner; Commissioners Joey Hansen, George “Tony” Kalakis, and Kristen Sherlock. *Staff:* Community Development Director David Petersen, Assistant Director/City Planner Lyle Gibson, City Planner/GIS Specialist Shannon Hansell, and Planning Secretary Carly Rowe. **Excused:** Commissioners Sam Barlow and Spencer Klein; and Alternative Commissioners Brian Shepard and Scott Behunin.

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

CONDITIONAL USE PERMIT APPLICATION – *public hearing*

Item #1: Complete Natural Products – Applicant is requesting a Conditional Use approval for development of a new site for Complete Natural Products at 875 North Lagoon Drive (SP-7-24)

City Planner **Shannon Hansell** presented this item. Complete Natural Products is a company of 15 employees, which manufactures and distributes organic supplements. The site would have a small retail component and also house business and professional offices related to the operations of the company. The project was originally proposed in 2022, and received approval from the Planning Commission on May 19, 2022. Since then, the project has undergone changes to mainly the architecture of the building. These revisions to architecture must be reviewed by Staff as a new development application according to 11-19-160 subject to Design Standards of 11-19-070. In addition, Complete Natural Products was originally proposed as a planned center development, which requires the conditional use process and approval according to 11-19-040 and Chapter 8 of the Zoning Ordinance.

All conditional uses are considered allowed uses that require further review to mitigate any potential effects of the use. The following are the conditional use approval standards per 11-8-050 of the Farmington zoning ordinances:

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

- A. Necessity: The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community;
- B. Compliance: The proposed use shall comply with the regulations and conditions in this title for such use;
- C. Comprehensive Plan: The proposed use shall conform to the goals, policies and governing principles of the comprehensive plan for Farmington City;
- D. Compatibility: The proposed use shall be compatible with the character of the site, adjacent properties, surrounding neighborhoods and other existing and proposed development;
- E. Adequate Improvements: Adequate utilities, transportation access, drainage, parking and loading space, lighting, screening, landscaping and open space, fire protection, and safe and convenient pedestrian and vehicular circulation are available or may be provided; and
- F. Use Not Detrimental: Such use shall not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. A proposed use shall be considered detrimental:
 1. If it will cause unreasonable risks to the safety of persons or property because of vehicular traffic or parking, large gatherings of people, or other causes;
 2. If it will unreasonably interfere with the lawful use of surrounding property; or
 3. If it will create a need for essential municipal services which cannot be reasonably met. (Ord. 1991-27, 7-17-1991)

Seth Poole (578 S. Blossom Circle, Fruit Heights, Utah) is the owner of this property and the building on it. The business has been around for over 15 years. They manufacture organic liquids, powders, and capsules approved by the Utah

Department of Agriculture and Food. It is considered to be an e-commerce business as most products are sold online. They do their own formulation, manufacturing, and sales, and local customers can visit a small retail area within the building. A typical day sees between four to six customers coming in to pick up orders. They have about 15 employees, which may grow to 25. They employ locals part time, usually high school and college students as well as mothers. This would eventually replace their current Woods Cross location. Complete Natural would occupy Suite A within the building and potentially lease out Suite B and C over the next two years until they grow and need more space.

Chair **Frank Adams** opened the public hearing at 7:09 PM.

Anne Johnson (863 N. Evelyn Street, Farmington, Utah) addressed the Commission via Zoom. She lives right across from where this will be built. She asked what the exemption being requested is for. She wanted to know if there were any restrictions on who could lease Suite B and C.

Assistant Director/City Planner **Lyle Gibson** explained that in this zone, every development is required to come before the Commission. In particular, if there is parking between the building and the street, the Commission should consider it. In this zone, the city would generally like the building to be close to the street to hide the parking. Based on the corner angle, it is better for traffic to push the building back. This item has also come to the Commission before, but time has lapsed on the approval. **Gibson** explained that the zoning district does have a limitation and list of allowed uses; before a business license is approved, the City would need to review it per the parking requirements.

Chair **Frank Adams** closed the public hearing at 7:13 PM.

MOTION

Kristen Sherlock made a motion that the Planning Commission **approve** the conditional use for Complete Natural Products, located at 875 N. Lagoon Drive, subject to all applicable Farmington City ordinances and development standards, including addressing any remaining Development Review Committee (DRC) comments such as architectural design deficiencies, and complying with 11-19 Commercial Mixed-Use zone.

Findings 1-6:

1. The applicant has provided site line data which has been reviewed by the City’s traffic engineer indicating that the proposed layout will facilitate better site distance to increase traffic safety.
2. The site layout is compatible with other developments which share the same street frontage along Lagoon Drive.
3. The proposed flat roof architecture fits with the other buildings in existence and in consideration along Lagoon Drive.
4. The use will not cause unreasonable risks.
5. The use does not interfere with the lawful use of surrounding property.
6. It doesn’t create a need for essential municipal services which cannot be reasonably met.

Supplemental Information 1-5:

1. Vicinity Map
2. Architecture drawings
3. Landscape plan
4. Civil drawings
5. Site lighting

Tyler Turner seconded the motion, which was unanimous.

Chair Frank Adams	X Aye ____Nay
Vice Chair Tyler Turner	X Aye ____Nay
Commissioner George Kalakis	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay

SUBDIVISION APPLICATION – *public hearing on #2 only*

Item #2: Miller Meadows Phase 10 – Applicant is requesting a recommendation from the Planning Commission for the Schematic Subdivision for Miller Meadows Phase 10 consisting of 6 lots on 2 acres at approximately 400 South and 555 West (S-19-24).

Community Development Director **David Petersen** presented this item. The Miller Meadows conservation subdivision includes the area outlined in blue on the aerial map enclosed in the Staff Report. The location of the proposed Phase 10,

delineated in red, is located in the north area of the same map. [Note: as per a time-line point of reference, the Miller Meadows Phase 1 final plat was recorded on November 10, 2004].

The Property is zoned Agricultural Estates (AE) with a minimum lot size of one acre; under this scenario, the two-acre property yields 2 lots. If the Property becomes part of the Miller Meadows subdivision as proposed by the applicant, two more lots are possible because the overall Miller Meadows project did not use all the lots in its half-acre yield plan. Finally, the six-lot total illustrated in the property’s proposed schematic plan is made possible via a Transfer of Development Right (TDR) transaction with the City for the last two lots. The City Council approved the draft TDR agreement on December 17, 2024. There is no Phase 9, and an amendment to Phase 7. There is a possibility of putting Detached Accessory Dwelling Units (DADUs) in this phase.

Applicant **Brock Johnston** (1157 Gullane Circle, Syracuse, Utah) addressed the Commission, saying he has been a part of this entire subdivision since day one.

Chair **Frank Adams** opened the public hearing at 7:22 PM.

Natalie Hogan (417 S. 650 West, Farmington, Utah) said her property is west of these two acres. She wanted to know if the zoning would be changed on this property. **Petersen** confirmed they are going to stay zoned AE. She said she had an access agreement, but it may have ended with Cottle Lane.

Chair **Frank Adams** opened the public hearing at 7:24 PM.

MOTION

Joey Hansen made a motion that the Planning Commission **recommend** that the City Council approve the enclosed Miller Meadows Phase 10 schematic plan (enclosed in the Staff Report) subject to all applicable development standards and ordinances.

Findings 1-2:

1. The average Phase 10 lot size is comparable to lot sizes in other phases of the Miller Meadows subdivision.
2. Phase 10 provides better local street circulation for the area by connecting Cottle Lane to Miller Meadows Phase 7.

Supplemental Information 1-4:

1. Vicinity map for the entire Miller Meadows subdivision and Phase 10
2. Schematic Plan 1 of 2 (“Concept Plan D”)
3. Schematic Plan 2 of 2 (“Utility & Drainage Exhibit”)
4. TDR Agreement

Kristen Sherlock seconded the motion, which was unanimous.

Chair Frank Adams	X Aye ____Nay
Vice Chair Tyler Turner	X Aye ____Nay
Commissioner George Kalakis	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay

Item #3: Colombia Springs Subdivision [Formerly Ericksen (NPE2024 LLC) Subdivision] – Applicant is requesting Preliminary Plat approval for the Colombia Springs Subdivision consisting of 4 lots on 2.5 acres at 1926 W. 950 N. (S-9-23)

Gibson presented this item. The subject property consists of 2.5 acres is accessed from 950 North Street (North Station Lane). This property is somewhat isolated in that it is bordered by Haight Creek and the Haight Creek Trail to the west and north, with the Rail Trail on the east and a pipeline easement within the east side of the property as well. Homes on the other side of the street are separated by a large Right of Way and do not front 950 North. This is a unique subdivision, and there is an existing home to keep on site, with an additional three new lots. Two would front 950 North, and one would be a flag lot tucked in the back. There is interest in putting a wall up on Lot 3, as it is near busy streets and a busy trail.

In March of 2024, the City Council approved the rezone of the subject property to the Large Residential (LR) zoning district. The large single-family home lots are within the allowed density of the approved zone and meet the dimensional standards allowed per Chapter 11-12. The Planned Unit Development (PUD) is necessary for the consideration of the following elements: Flag lot allowance, flexibility in setbacks, fencing placement, sidewalk and

Right of Way design. In tandem with the rezone, the City Council also approved the Preliminary PUD Master Plan and Schematic Subdivision Plan for this project dealing with those issues.

The approval was given with a number of conditions that the applicant has since been working to address. The conditions are listed below:

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

The DRC has reviewed a number of revisions and details to get to the current set of plans and is now ready to recommend approval of the Preliminary Plat and Final PUD Master Plan. Should the Planning Commission approve the Preliminary Plat and Final PUD Master Plan, Staff will work with the applicant on the completion and recording of the final plat.

Applicant **Jared Ericksen** (1926 W. 950 N., Farmington, Utah) addressed the Commission. He said he may be able to save two of the old trees on the property. He loves the trees, but they have become a concern.

MOTION

Tony Kalakis made a motion that the Planning Commission **approve** the Preliminary Subdivision Plat and Final PUD Master Plan for the proposed Colombia Springs (Ericksen) Subdivision with the proposed lot layout, setbacks, and fencing subject to all other applicable development standards and ordinances with the following **condition**:

1. The applicant must meet all requirements of the City's DRC.

Findings 1-7:

1. The single-family development is consistent with the General Land Use Plan and other development near this location while accommodating lots on a triangular-shaped property.
2. The applicant is not seeking additional lots.
3. The PUD helps facilitate lots on a triangular-shaped piece of property and limits curb cuts onto 950 N. Street with the Flag Lot configuration.
4. The scale of development doesn't support or justify common spaces.
5. The City already owns the property for the Haight Creek Trail to the west.
6. The Preliminary Plat and Final PUD Master Plan are consistent with the approved Schematic Subdivision and Preliminary PUD Master Plan.
7. The applicant has satisfactorily addressed the conditions of approval from the City Council noted in the report.

Supplemental Information 1-2:

1. Vicinity map and Site Photos
2. Schematic Subdivision / Final PUD Plan

Kristen Sherlock seconded the motion, which was unanimous.

Chair Frank Adams	X Aye ____Nay
Vice Chair Tyler Turner	X Aye ____Nay
Commissioner George Kalakis	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay

OTHER BUSINESS

Item #4: Miscellaneous, Correspondence, etc.

- a. **City Council Report from January 21, 2025: Gibson** said the Old Farm Contract was the main topic. There was an amendment on the Evergreen agreement per number of units. Lastly there was a home occupation amendment due to printing addresses on licenses; Staff will now allow PO Box as their "location" to allow for privacy.

- b. Next Meeting:** Both the chair and vice chair will be gone; **Adams** voted for **Hansen** to chair, with the seconding of Turner.
- c. Planning Commission Minutes Approval from January 09, 2025:** **Turner** asked to add his comment of “if the property is zoned correctly and if the City approves of the residential development.” **Hansen** motioned to approve; **Sherlock** seconded the motion. The motion is unanimous.
- d. Other:** **Gibson** said The Western Sports Park (WSP) should be finished soon, and may open this spring. A new signal went up today, and other construction is visible to the public. The power poles are going down and the sidewalk is going in. Other projects throughout the City may start construction this spring.

ADJOURNMENT

Tyler Turner motioned to adjourn at 7:43 PM.

Chair Frank Adams	X Aye ____Nay
Vice Chair Tyler Turner	X Aye ____Nay
Commissioner George Kalakis	X Aye ____Nay
Commissioner Kristen Sherlock	X Aye ____Nay
Commissioner Joey Hansen	X Aye ____Nay

Frank Adams, Chair