



HISTORIC BEGINNINGS • 1847

Farmington City Planning Commission

May 21, 2020



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

AGENDA **PLANNING COMMISSION MEETING**

May 21, 2020

Public Meeting at the Farmington City Hall, 160 S. Main Street, Farmington, Utah
Study Session: 6:00 p.m.
Regular Session: 7:00 p.m.

Farmington City Planning Commission meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged to view the meeting online. The link to view the meeting live and to comment electronically can be found on the Farmington City website at www.farmington.utah.gov. Any in-person attendance will meet the latest governmental restrictions related to the COVID-19 virus. If you wish to email a comment for any of the listed public hearings, you may do so at crowe@farmington.utah.gov.

- 7:05 1. Minutes
2. City Council Report

SUBDIVISION/PLANNED UNIT DEVELOPMENT APPLICATION

- 7:10 3. Pete Smith/ Meadows at City Park LLC (Public Hearing) – Applicant is requesting a recommendation for approval for the Preliminary PUD Master Plan and Subdivision Schematic Plan for the Meadows at City Park Phase 3 Subdivision consisting of 6 lots on .619 acres located at approximately 91 South 200 West in an R-4 zone. (S-20-19)

PROJECT MASTER PLAN/ZONE CHANGE APPLICATIONS

- 7:20 4. Wade Budge/ E&H Land LTD (Public Hearing) – Applicant is requesting a recommendation for approval regarding a Project Master Plan (PMP), and accompanying development agreement, for Farmington Station II, a mixed-use development, encompassing approximately 62 acres north of Clark Lane, west of Cabela's, east of the D.& R.G.W. trail, and generally south of the Shepard Creek (PMP-1-20).
- 7:35 5. Chris McCandless/CW Management Corp (Public Hearing) – Applicant is requesting a recommendation for approval regarding a Project Master Plan (PMP), and accompanying development agreement, for Farmington Station Center, a mixed-use development, encompassing approximately 30 acres west of Shepard Creek, south of Burke Lane, and east of 1525 West Street (PMP-3-20).
6. CW Management Corp (Public Hearing) – Applicant is requesting a recommendation for Zoning Map Amendment approval to rezone approximately 2 acres of property at 1451 West Burke Lane from A (Agriculture) to OMU (Office Mixed Use) (Z-5-20).
7. Chris McCandless/ CW Management Corp (Public Hearing) – Applicant is requesting a recommendation for Zoning Map Amendment approval to rezone approximately 9.69 acres of property at 1293 West Burke Lane from A (Agriculture) to OMU (Office Mixed Use) (Z-6-20).

CONDITIONAL USE/SITE PLAN APPLICATION

- 7:55 8. Davis County (Public Hearing) – Applicant is requesting a conditional use/site plan approval to modify/restore the Memorial Courthouse building and establish a pedestrian plaza between the Courthouse and Davis County Administrative Office, located at 28 E State Street, in the BR (Business Residential) zone. (C-1-20)

OTHER BUSINESS

- 8:20 9. Miscellaneous, correspondence, etc.
- a. Ben Butterfield (Public Hearing) – Applicant is requesting a special exception to exceed the minimum driveway width on .39 acres of property located at 1432 West 350 South in an AE (Agriculture Estates) zone. (M-3-20)
 - b. Other

Please Note: Planning Commission applications may be tabled by the Commission if: 1. Additional information is needed in order to take action 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.

Posted May 15, 2020

Meagan Booth
City Planner

**FARMINGTON CITY
PLANNING COMMISSION**

May 7, 2020

ELECTRONIC MEETING

STUDY SESSION

***Present:** Chairman Roger Child, Vice Chairman Alex Leeman, Rulon Homer, Larry Steinhorst, Greg Wall, Mike Plaizier and Alternate Commissioner Inger Erickson. **Staff:** Community Development Director David Petersen, City Planner Meagan Booth, Recording Secretary Carly Rowe and Planning/GIS Specialist Shannon Hansell. Russ Workman was excused.*

REGULAR SESSION

***Present:** Chairman Roger Child, Vice Chairman Alex Leeman, Rulon Homer, Larry Steinhorst, Greg Wall, Mike Plaizier and Alternate Commissioner Inger Erickson. **Staff:** Community Development Director David Petersen, City Planner Meagan Booth, Recording Secretary Carly Rowe and Planning/GIS Specialist Shannon Hansell. Russ Workman was excused.*

Chairperson Roger Child, opened up the meeting at 7:05 PM.

Item #1 Minutes

Alex Leeman made a motion to approve the minutes from the April 9, 2020 Planning Commission meeting. **Greg Wall** seconded the motion, which was unanimously approved.

Item #2 City Council Report

Both Zone Text Amendments were approved, Alternative Lot Size and ADU/SDU. The Council followed the Planning Commission's recommendation regarding Sydney's Corner Phase 2 to plat four lots; however, issues remained related to granting three TDR's.

SUBDIVISIONS

Item #3 Hayley Pratt/Hamlet Development - Applicant is requesting final plat approval for the Flatrock Ranch Subdivision consisting of 40 lots on 32.07 acres of property located at approximately 600 South 1525 West. (S-3-19)

The applicant is requesting to develop 40 homes on 32.07 acres of property located approximately 600 south 1525 west. The property has also been rezoned to AE (Agricultural Estates). The Planning Commission approved the Preliminary Plat on December 12, 2019. The City Council approved the waiver and fee in lieu of open space on January 21, 2020. A major concern of the City Council was the long-term maintenance and the use of open space, which has been placed as a condition if approved below.

Michael Brodsky, the applicant, stated that this was a complex transaction and he is thankful for the help and direction from staff, City Council and Planning Commission; they were looking for smaller lots however, they ended up with 40, half-acre lots. The property has sold now to Ivory Homes – who will develop and build out the subdivision. The landscape plan that was developed for the property (entrance and monument) will plan to preserve the meadows in front of the neighborhood. Ivory is going to likely contract with a local farmer who will use those meadows and the HOA will be responsible for oversight and ensure that the open space will be properly maintained. As a conservation subdivision, the amount of open space is less than required and they have negotiated a fee in lieu with the City Manager and the City Council. This was approved by City Council. The trail connection is at the west end of the property and is on UDOT property, but will be built as part of the subdivision; this will be maintained by the HOA.

Greg Wall questioned lots 2 through 19, where it states to accept storm run-off from properties directly from the north. Greg is curious if this is the ditch where a pipe will be underground.

Nick Mingo, the civil engineer for the project, replied to Greg's comments, stating that they have worked with Chad regarding this. Most of the north end of the project is part of that ditch (wetlands that they are piping). They are

abandoning the easement per Weber Basin Water District. They have added rear yard drainage systems to collect any surface run off from the neighboring areas.

Greg Wall also asked about the park that was originally going in on the north side of the property.

Michael Brodsky answered that it was a tradeoff; it ended with the result of larger and fewer lots. Additionally, the City Council expressed concerns of the City maintaining the park, in the end they decided to reduce the lots by eliminating the park. In many developments in the area, the HOA's maintain their parks, Greg stated. Originally, Mr. Brodsky said it would be a public park for neighboring areas as well. **Alex Leeman** said that there was concern of the park being on the east end of the property by the main public road, even if it was an HOA park; because it would be in sight for those who are not in the neighborhood.

MOTION

Larry Steinhorst made a motion to move that the Planning Commission approve the Final Plat for the Flatrock Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant must meet all conditions of Preliminary Plat and Schematic Plan approval.
2. The developer shall submit a maintenance plan providing permanent maintenance for the conservation land and trails within the proposed subdivision. The maintenance plan must be approved by the city and included as part of the HOA's Covenants, Conditions & Restrictions.
3. No new development activity shall be permitted on property proposed for development as a conservation subdivision prior to Final Plat. For purposes of this section, "development activity" shall include any disturbance or alteration of the property in any way, but shall not include continuation of any currently existing permitted use of the property.
4. The applicant must demonstrate to the City that all requirements of the U.S. Army Corporation approval have been met.
5. All outstanding comments from the DRC must be addressed.

Alex Leeman seconded the motion, which was unanimously approved.

Findings for Approval:

1. The plan is consistent with the Preliminary Plat.
2. The proposed development will provide single-family residential developments similar to those of surrounding subdivisions further north of the project.
3. The proposed subdivision will provide trail access to the Buffalo Ranches Trail as part of a larger continuous and integrated open space system, which also creates recreational opportunities, and pedestrian access.

Item #4 Russell Wilson/Symphony Homes - Applicant is requesting final plat approval for the Farmington Overlook Subdivision consisting of 9 lots on 10.877 acres of property located at approximately 1650 N. North Compton Road in the LR-F (Large Residential) zone. (S-9-19)

Symphony Homes requests a subdivision of the subject property into nine lots, creating the Farmington Overlook Subdivision. The minimum conventional lot size in the Large Residential (LR) Zone is 20,000 square feet. The applicant requests an average lot size of 50,891 square feet (1.168 acres). The Brentwood Estates Plat Amendment was approved by the City Council on December 3, 2019 to include Lot 9 as part of the Farmington Overlook Subdivision. The Planning Commission approved the Preliminary Plat on December 12, 2019.

Greg Wall made a note that he needs to provide a statement that his wife's uncle is the owner of Symphony Homes, but advised by Todd Godfrey, our City Attorney, he does not need to recuse himself from the item or vote. He went on to ask about the Brentwood Estates subdivision just below Farmington Overlook; he questioned if having that lot deemed

open space was recorded with the county, since many homeowners said that they were under the impression that it was a non-buildable lot. The City Council previously discussed this at a Public Hearing for the Brentwood Estates Plat Amendment and ultimately the City Council approved it to be a buildable lot in the Farmington Overlook subdivision.

Jared Schmidt on behalf of Symphony Homes stated he appreciated the clarification on Lot 9; for the most part, he said he has worked with staff on engineering and design and asked if any commissioners had comments or questions for him.

MOTION

Alex Leeman made a motion to move that the Planning Commission approve the Final Plat for the Farmington Overlook Subdivision subject to all applicable Farmington City development standards and ordinances and the following conditions:

1. The applicant shall meet all conditions of Preliminary Plat and Schematic Plan approval.
2. The applicant shall address any outstanding issues raised by the DRC.
3. The developer must follow all requirements of Chapter 30 Foothill Development Standards.

Inger Erickson seconded the motion, which was unanimously approved.

Findings for Approval:

1. Lot dimensions and configuration comply with the standards set forth in the Zoning and Subdivision ordinances.
2. The proposed Final Plat submittal is consistent with the requirements found in the City's Subdivision Ordinance.
3. The Final Plat is consistent with the Preliminary Plat and the City's General Plan.

ZONE/SIGN TEXT AMANDMENTS

Item #5 Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Zoning Ordinance related to blight, TDRs, and Special Exceptions (ZT-10-20).

Present practice allows Transfer of Development Rights (TDRs) as an incentive to mitigate blight. This practice is questionable because it requires that property owners or developers pay in TDRs to gain additional lots at the time of blight removal. Code enforcement via fines, monitoring and potential eviction and demolition also serves to mitigate blight. If a site is considered blighted, a developer should have the opportunity to gain additional lots without planning for TDRs. TDRs are somewhat controversial due to the lack of price standardization, thus when considered with a blighted site, a developer may be deterred from development. Similar deterrence will also prevent blight cleanup. This amendment seeks to set out guidelines for blight mitigation and development progression.

Roger Child opened and closed the Public Hearing at 7:48 PM due to no comments received.

MOTION

Greg Wall made a motion to move that the Planning Commission recommend the City Council approve the proposed amendment subject to all applicable Farmington City development standards and ordinances.

Alex Leeman seconded the motion, which was unanimously approved.

Findings for Approval:

1. Property owners no longer have to pay for additional lots, however any additional lots will be granted at the sole discretion of the City.
2. The recommended ordinance changes quantifiable standards concerning blight, special exceptions and TDRs.

Applicable Ordinances

1. Title 11, Chapter 3 – Planning Commission
2. Title 11, Chapter 28– Supplementary and Qualifying Regulations

Zoning Ordinance Amendment

11-3-045

- A. Purpose: A special exception is an activity or use incidental to or in addition to a principal use permitted in a zoning district; or an adjustment to a fixed dimension standard permitted as an exception to the requirements of this title; ~~or a transfer of development right (TDR), or rights, established because of blight which results in an additional lot, or lots, or a dwelling unit, or units; or the establishment of additional lots or dwelling units as an incentive to mitigate blight;~~ or an adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive reuse does not compromise such eligibility. A special exception has less potential impact than a conditional use but still requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This section sets forth procedures for considering and approving special exceptions to the provisions of this title.

11-28-235 – BLIGHT MITIGATION

- A. Purpose: In addition to enforcement regulations set forth in this Title and elsewhere in the city code, the purpose of this section is to provide incentives to remove blight.
- B. Blight Definition: Property condition with substantial physical dilapidation or non-compliance with current health, building, fire and safety codes. Physical deterioration or defective construction characterized by rot, crumbling, cracking, peeling or rusting. This includes unsanitary or unsafe conditions, such as the accumulation of litter, debris, decomposing vegetation and rubbish. Blight may also include environmental hazards, such as, but not limited to, totes, barrels and dilapidated equipment stored on, or in, the property without proper covering and secondary containment. A blighted structure may be abandoned, excessively vacant and/or an attraction for criminal activity or likewise unsafe activity detrimental to community welfare, regardless of neighboring property condition. A structure may be determined blighted if these, or any other condition as reasonably determined by the City, acts as an impediment towards developing an area that is zoned and served by public utilities.
- C. Intentional Neglect: Blight does not include intentional neglect of a building, structure, or land for the purpose of obtaining financial aid, additional lots/dwelling units, or other resources as an incentive or benefit to mitigate blight.
 - a. **Demolition by Neglect:**
- D. Special Exception Required: Any consideration of additional lots, or dwelling units, above that allowed or made possible by the underlying zone, shall require a special exception approved by the City. Applications for such special exceptions shall include, among other things, a complete blight study consistent with State code, and the City must establish a finding of blight.
- E. Agreement: All incentive or benefits by the City to remove blight must be approved by development agreement between the City and the respective property owner, acceptable to and at the sole discretion of the City. The development agreement shall be recorded at the office of the Davis County Recorder. If additional lots, or dwelling units, are part of the incentive, the agreement must be recorded prior to, or concurrent with, the recording of the final plat, or the issuance of a building permit by the City. The agreement may include, but is not limited to, the following:
 1. Anticipated value of the lot(s), or dwelling units, if any, required by special exception;
 2. Cost of improvements, including design costs, and the timing of construction;
 3. Other costs, such as City fees and finance costs;
 4. Total land costs; and,
 5. Developer profit percentage. (Ord. 2018-11, 3-6-2018)

11-28-240: TRANSFER OF DEVELOPMENT RIGHTS/LOTS (TDR):

~~I. Blight: Transfer lots considered as a special exception may only occur because of blight, and the applicant must complete a blight study, as defined and consistent with State Code, and the City must establish a finding of blight for the receiving area in order to approve such transfer~~

Item #6 Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend the Sign Ordinance regarding signs in the mixed-use areas (ZT-11-20).

The City’s Sign Ordinance does not include standards for signs in mixed-use areas. Thus far, such standards have not been essential because the majority of the now developed mixed use areas consists of primarily three large projects, two of which (Station Park and Park Lane Commons) the City approved sign requirements by development agreement, and the other, the University of Utah Medical center, is a state-owned facility not subject to local ordinances.

Staff is working on a more thorough solution to resolve the lack of standards, but in the interim staff is recommending that the Planning Commission consider the enclosed changes, which provide that commercial and residential uses in the mixed-use areas follow standards for similar uses elsewhere in the City.

15-5-070: MIXED USE ZONES:

For the purpose of this section, the mixed-use districts TMU, GMU, RMU, OMU, OS, CMU, and NMU are considered to be mixed use zones. Signs in these districts are subject to all standards set forth in this title and to the following additional standards:

- A. Residential Uses, Developments: Signs for residential uses and developments in the mixed-use districts shall be limited to those types listed in section 15-5-010 of this chapter.
- B. Office and Commercial Uses, Developments: Signs for office and commercial uses and developments in the mixed-use districts shall be limited to those types listed in section 15-5-030 of this chapter.

Roger Child opened and closed the Public Hearing at 7:56 PM due to no comments received.

MOTION

Larry Steinhorst made a motion to move that the Planning Commission recommend the City Council approve the proposed amendments to the Sign Ordinance.

Inger Erickson seconded the motion, which was unanimously approved.

Findings for Approval:

- 1. The amendments fill a void by providing standards for signs in the mixed-use areas until the City is able to consider more comprehensive/specific standards in the future.
- 2. The recommended changes are consistent with purposes and intent of the mixed-use chapters in the Zoning Ordinance, and the goals and objectives of the General Plan as well.

OTHER

Item #7 Miscellaneous, correspondence, etc.

- a. **Roger Child** asked about the Liquor Store that is going east of the Utah Highway Patrol (UHP) on Lagoon Drive. **Dave Petersen** stated that Department of Alcoholic Beverage Control (DABC) has already broke ground in the area and that the State paid their impact fees on April 21, 2020. The State can override the City on zoning and other ordinances, including State Buildings; additionally it may be isolated with four different State Agencies (DMV, DABC, UHP, and State Attorneys) – acting as a State Campus in the vicinity. **Dave** said they have been good to work with and have been following input from Public Works about drainage. The State did a study in the area, saying that this is a great location; they did try to go to Kaysville but eventually came back to Farmington. The first location was next to the Utah Cardiology building, however the Mayor suggested next to the UHP building where they already had the land. **Inger** expressed concern for the location, meanwhile **Alex** stated that in his opinion, this is best location for this because the biggest concern for residents and Planning Commission is exposure to teenagers and

children; in that location – the balance is the UHP building is next door and it is not a pedestrian accessed area. Additionally, it is an access area where people get on and off the freeway; hence there will be no additional traffic in the neighborhoods and around Station Park. He also said the State Liquor Store this will bring revenue to the City from not only residents but non-residents as well. **Dave** suggested that we ask a representative of the DABC to come present to the Planning Commission and mentioned that the State has determined it is better to have these state mandated buildings instead of selling liquor in the grocery stores because there is more control.

- b. **Dave** informed the Commission that on May 21, 2020 we may start to meet in the City offices for public meetings. Under such circumstances, public is welcome to attend and have the option for electronic meeting as well. Our attorney has advised that masks may be required and we will prepare for proper distancing of at least 6 feet. In addition, **Dave** asked if we wanted to have two meetings in July to follow City Council, instead of just one. We will update our schedule if any changes happen.
- c. **John Saltzgeber** who owns the corner property on 147 S 200 E, wanted to ask for another unit or two, but both Planning Commission and City Council did not want four, but **MAY** consider three, with the condition that it had to be owner occupied. However, the layout must also work, and one unit should be set aside for a Moderate Income Household. **Inger** pointed out that there were about 20 cars parked around the area and at least two in each driveway – curious if there was a code regarding this. Code Enforcement can look more into this if it becomes an issue.
- d. **Greg** inquired about the County Courthouse; asking if we did a conservation easement on the façade. **Dave** said that they could not demolish the building per ordinance since it is a landmark and there has been no talk about an easement. **Greg** also questioned if we would still meet STACK for the field trip, which we cancelled on March 17, 2020 due to the pandemic. As of right now, this has not been re-scheduled.

ADJOURNMENT

Greg Wall made a motion to adjourn at **8:25 PM**. **Rulon Homer** seconded the motion, which was unanimously approved.

Roger Child, Planning Commission Chair

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The public is welcome to attend. The agenda for the work session will be as follows:

1. Questions or concerns the City Council may have on agenda items.
2. Budget discussions/requests from Engineering, Economic Development, Community Development and Capital Improvement Projects

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, May 19, 2020, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PUBLIC HEARINGS:

7:05 Sign Ordinance Amendment – Signs in Mixed Use Areas

NEW BUSINESS:

7:15 Haight Creek Trail Agreement

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

7:30 Minute Motion Approving Summary Action List

1. Resolution Appointing Members to the Historic Preservation Commission of Farmington City
2. Davis County Dispatch Agreement

GOVERNING BODY REPORTS:

7:35 City Manager Report

1. Fire Monthly Activity Report for April

7:40 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for property acquisition.

DATED this 14th day of May, 2020.

FARMINGTON CITY CORPORATION

By:  _____
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

Posted 05/14/2020



Planning Commission Staff Report May 21, 2020

Item 3: Schematic Plan and Preliminary PUD Master Plan for the Meadows at City Park Phase 3 Planned Unit Development

Public Hearing: Yes
Application No.: S-20-19
Property Address: 91 South 200 West
General Plan Designation: MDR (Medium Density Residential)
Zoning Designation: R-4 (Multiple Family Residential)
Area: .61 acre
Number of Lots: 6
Property Owner: Pete Smith/ Meadows at City Park LLC

Request: *Applicant is requesting a recommendation for schematic plan and preliminary PUD master plan approval for the Meadows at City Park Phase 3 Subdivision, including a private street.*

Background Information

The applicant, Pete Smith, is seeking a recommendation for Schematic Plan and Preliminary PUD Master Plan approval for the Meadows at City Park Phase 3 Subdivision located at 91 South 200 West. The proposed subdivision has 6 townhomes consisting of 2 triplexes. The Final PUD Master Plan for Phase 1 and 2 was approved by the City Council, however, this parcel was not included as part of the originally approved PUD therefore it is subject to review and conditions by the Planning Commission. The 3rd Phase of the development will have a similar look and aesthetic to Phase 1 and 2 and is demonstrated in the attached elevations and landscaping plan. With a boundary adjustment between Phase 2 and 3, the application meets the density and open space standards required by the ordinance.

The applicant is requesting the units be accessed via a Private street. The DRC has reviewed the private road with the Fire Department and Public Works and the conditions mentioned in the staff report address their concerns at this time.

Suggested Motion:

Move that the Planning Commission recommend the City Council approve the subdivision schematic plan and Preliminary PUD Master Plan for the Meadows at City Park Phase 3 Planned Unit Development subject to all applicable Farmington City ordinances, development standards, and the following conditions:

1. The applicant must amend the Meadows at City Park Phase 2 Subdivision Plat to adjust the boundary between Phase 2 and 3 and all land use table calculations thereto.
2. The applicant shall amend the development agreement memorializing the approved master plan prior to or concurrent with preliminary plat;
3. All outstanding DRC comments for schematic plan shall be addressed on preliminary plat including notes/easements for garbage collection, road maintenance and snow storage.
4. All streets in planned unit developments whether private or dedicated public streets shall conform to the minimum improvement requirements of the subdivision standards or as approved by the City Engineer.

Findings for Approval:

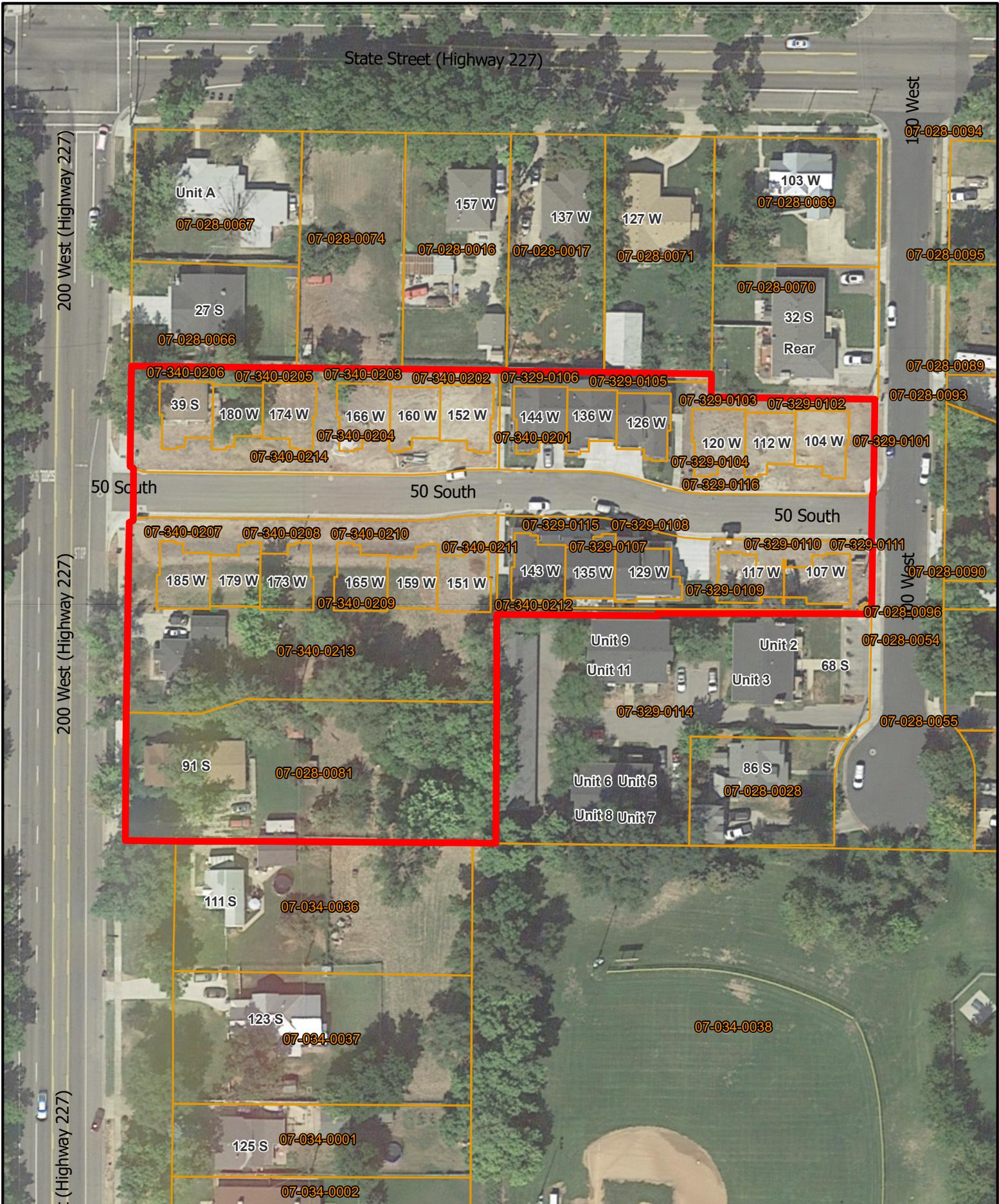
1. The proposed plans meet the requirements of the subdivision and zoning ordinances.
2. The proposed development is an in-fill project and allows the property owner the highest and best use of his property.
3. The HOA is intended to maintain the common areas of the project.
4. The proposed plans are consistent with the General Plan.

Supplemental Information

1. Vicinity Map
2. Schematic Plan
3. Preliminary PUD Master Plan
4. Landscape Plan
5. Elevations

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 13 – Multiple Family Residential Zones
4. Title 11, Chapter 27 – Planned Unit Developments (PUD)



VICINITY MAP

Meadows at City Park Phase I, II, III



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.

811
Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

BENCHMARK IS THE WEST QUARTER CORNER
OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1
EAST, SALT LAKE BASE & MERIDIAN.
(FOUND BRASS CAP MONUMENT)

ELEVATION = 4284.96

EN SIGN
THE STANDARD IN ENGINEERING

LAYTON
1485 W. Hill Field Rd., Ste. 204
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

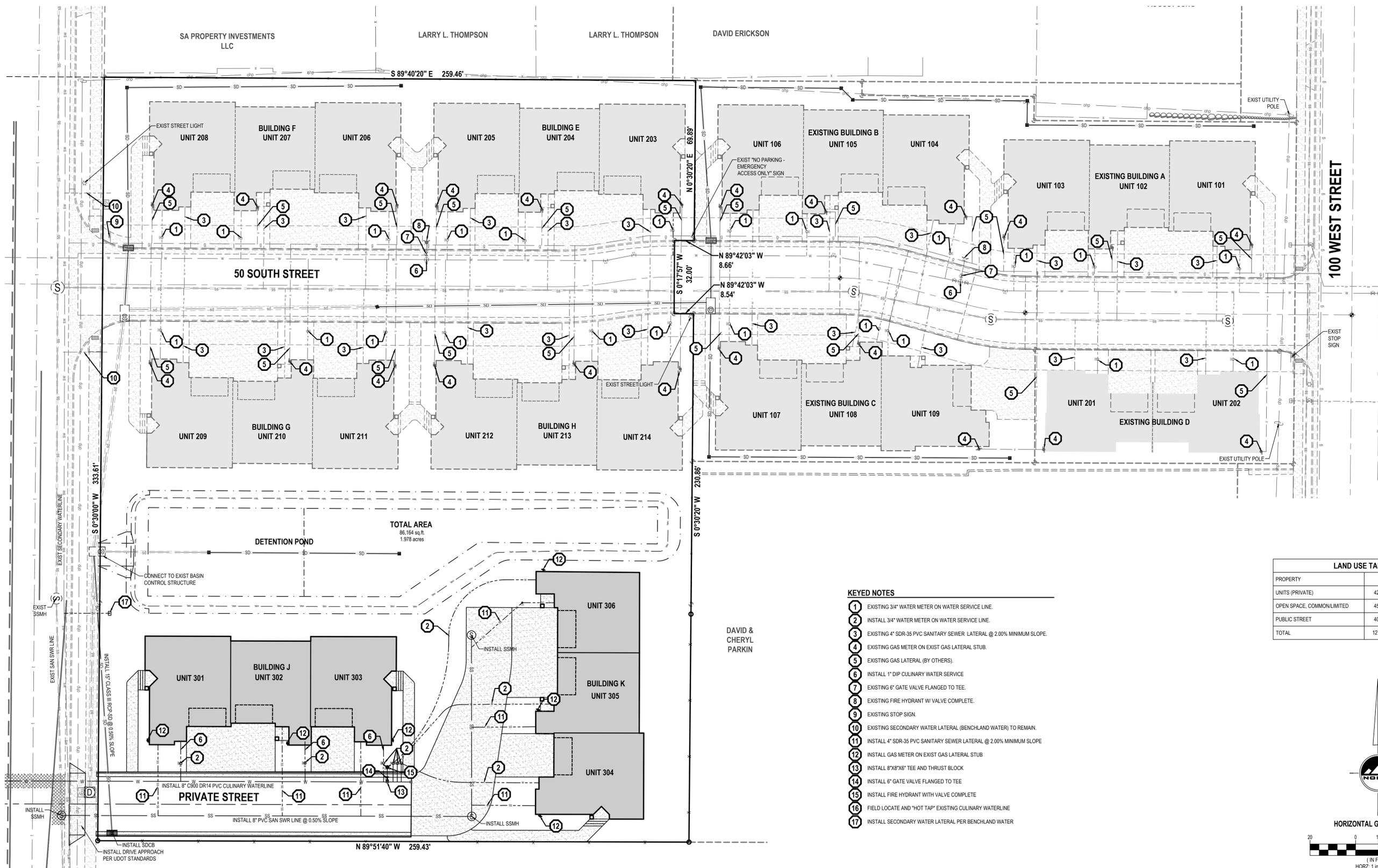
CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
ADVANCED SOLUTIONS GROUP
47 EAST CRESTWOOD #1
KATSVILLE, UTAH 84037

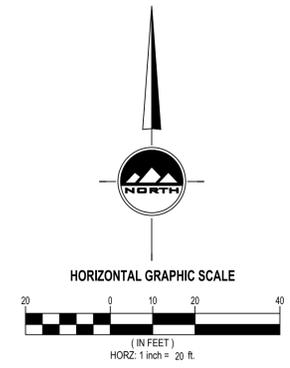
CONTACT:
PETE SMITH
PHONE: 801-444-0029



LAND USE TABLE

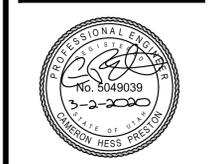
PROPERTY	AREA	PERCENTAGE
UNITS (PRIVATE)	42,667 sq. ft.	33.4%
OPEN SPACE, COMMONLIMITED	45,011 sq. ft.	35.2%
PUBLIC STREET	40,218 sq. ft.	31.4%
TOTAL	127,896 sq. ft.	100.0%

- KEYED NOTES**
- 1 EXISTING 3/4" WATER METER ON WATER SERVICE LINE.
 - 2 INSTALL 3/4" WATER METER ON WATER SERVICE LINE.
 - 3 EXISTING 4" SDR-35 PVC SANITARY SEWER LATERAL @ 2.00% MINIMUM SLOPE.
 - 4 EXISTING GAS METER ON EXIST GAS LATERAL STUB.
 - 5 EXISTING GAS LATERAL (BY OTHERS).
 - 6 INSTALL 1" DIP CULINARY WATER SERVICE
 - 7 EXISTING 6" GATE VALVE FLANGED TO TEE.
 - 8 EXISTING FIRE HYDRANT W/ VALVE COMPLETE.
 - 9 EXISTING STOP SIGN.
 - 10 EXISTING SECONDARY WATER LATERAL (BENCHLAND WATER) TO REMAIN.
 - 11 INSTALL 4" SDR-35 PVC SANITARY SEWER LATERAL @ 2.00% MINIMUM SLOPE
 - 12 INSTALL GAS METER ON EXIST GAS LATERAL STUB
 - 13 INSTALL 8"x8"x6" TEE AND THRUST BLOCK
 - 14 INSTALL 6" GATE VALVE FLANGED TO TEE
 - 15 INSTALL FIRE HYDRANT WITH VALVE COMPLETE
 - 16 FIELD LOCATE AND "HOT TAP" EXISTING CULINARY WATERLINE
 - 17 INSTALL SECONDARY WATER LATERAL PER BENCHLAND WATER



MEADOWS AT CITY PARK

50 SOUTH 200 WEST
FARMINGTON, UTAH

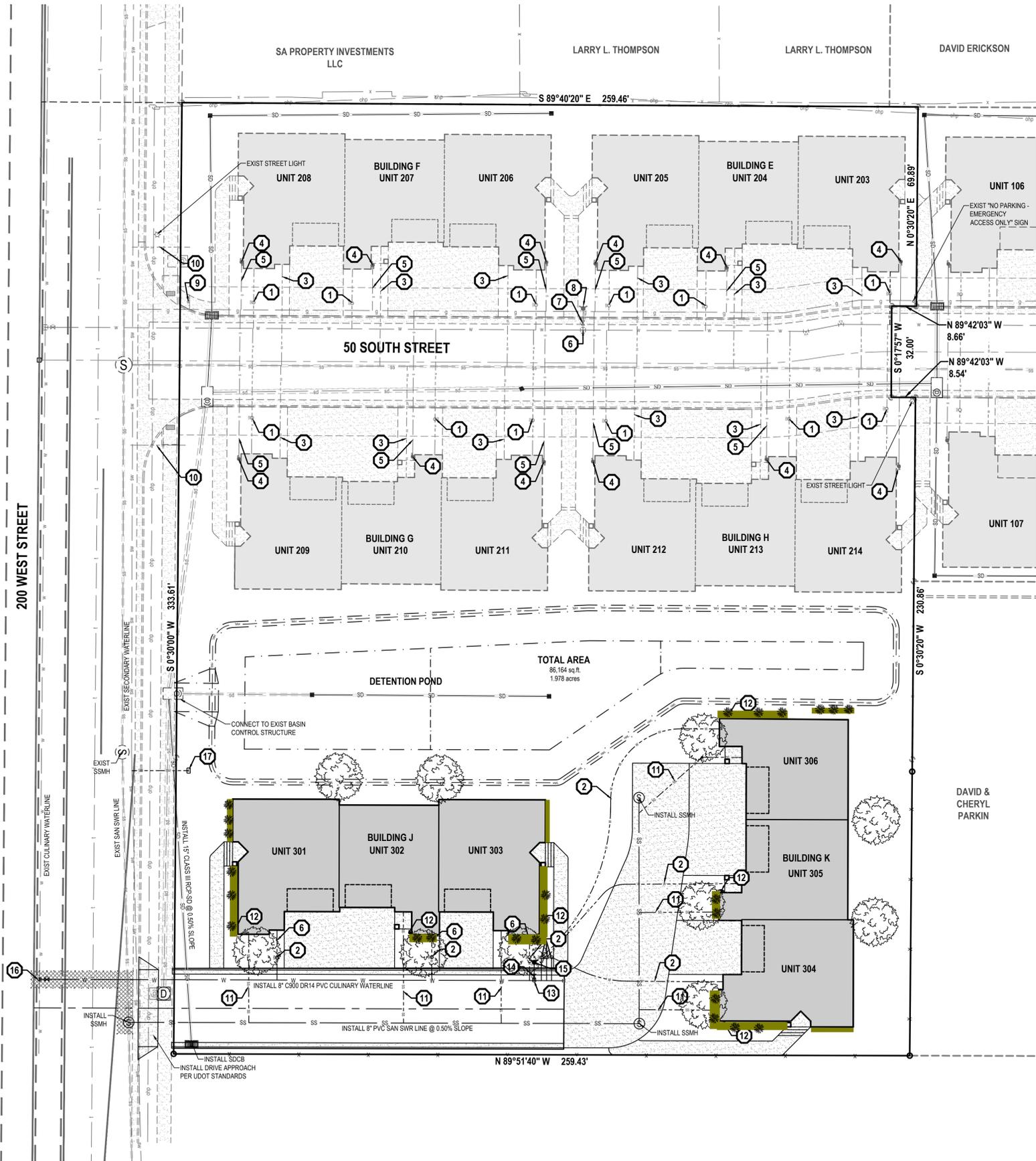


**OVERALL PUD
MASTER PLAN
PHS 1 & 2 & 3**

PROJECT NUMBER: L2169A
PRINT DATE: 3-2-2009
DRAWN BY: J.MOSS
PROJECT MANAGER: C.PRESTON
CHECKED BY: C.PRESTON

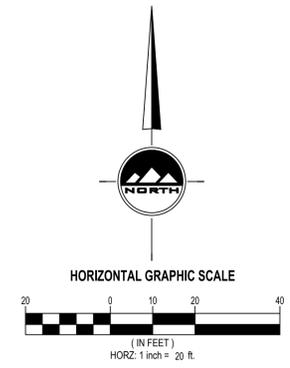


BENCHMARK
 BENCHMARK IS THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. (FOUND BRASS CAP MONUMENT)
 ELEVATION = 4284.96



- KEYED NOTES**
- 1 EXISTING 3/4" WATER METER ON WATER SERVICE LINE.
 - 2 INSTALL 3/4" WATER METER ON WATER SERVICE LINE.
 - 3 EXISTING 4" SDR-35 PVC SANITARY SEWER LATERAL @ 2.00% MINIMUM SLOPE.
 - 4 EXISTING GAS METER ON EXIST GAS LATERAL STUB.
 - 5 EXISTING GAS LATERAL (BY OTHERS).
 - 6 INSTALL 1" DIP CULINARY WATER SERVICE
 - 7 EXISTING 6" GATE VALVE FLANGED TO TEE.
 - 8 EXISTING FIRE HYDRANT W/ VALVE COMPLETE.
 - 9 EXISTING STOP SIGN.
 - 10 EXISTING SECONDARY WATER LATERAL (BENCHLAND WATER) TO REMAIN.
 - 11 INSTALL 4" SDR-35 PVC SANITARY SEWER LATERAL @ 2.00% MINIMUM SLOPE
 - 12 INSTALL GAS METER ON EXIST GAS LATERAL STUB
 - 13 INSTALL 8"X8" TEE AND THRUST BLOCK
 - 14 INSTALL 6" GATE VALVE FLANGED TO TEE
 - 15 INSTALL FIRE HYDRANT WITH VALVE COMPLETE
 - 16 FIELD LOCATE AND "HOT TAP" EXISTING CULINARY WATERLINE
 - 17 INSTALL SECONDARY WATER LATERAL PER BENCHLAND WATER

LAND USE TABLE		
PROPERTY	AREA	PERCENTAGE
UNITS (PRIVATE)	26,508 sq. ft.	30.8%
OPEN SPACE, COMMONLIMITED	51,590 sq. ft.	59.9%
50 WEST (PUBLIC STREET)	8,066 sq. ft.	9.3%
TOTAL	86,164 sq. ft.	100.0%
3-PLEX SQ. FT. REQUIRED	14,000 sq. ft.	
3-PLEX BLDGS	6	
TOTAL BLDGS SQ. FT. REQUIRED	84,000 sq. ft.	
TOTAL SQ. FT.	86,164 sq. ft.	



LAYTON
 1485 W. Hill Field Rd., Ste. 204
 Layton, UT 84041
 Phone: 801.547.1100

SALT LAKE CITY
 Phone: 801.255.0529

TOOELE
 Phone: 435.843.3590

CEDAR CITY
 Phone: 435.865.1453

RICHFIELD
 Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
 ADVANCED SOLUTIONS GROUP
 47 EAST CRESTWOOD #1
 KAYSVILLE, UTAH 84037
 CONTACT:
 PETE SMITH
 PHONE: 801-444-0029

MEADOWS AT CITY PARK
 50 SOUTH 200 WEST
 FARMINGTON, UTAH



**OVERALL PUD
 MASTER PLAN
 PHS 2 & 3**

PROJECT NUMBER: L2169A
 PRINT DATE:
 DRAWN BY: J.MOSS
 CHECKED BY: C.PRESTON
 PROJECT MANAGER: C.PRESTON



Front Elevation
Scale 1/4" = 1'-0"

Materials Key

(A)	Stone (w/ sill where applicable)
(B)	Hardie Panel Vertical Siding (or equal) (Check w/ owner)
(C)	Hardie Shingle Siding (or equal) (Check w/ owner)
(D)	Hardie Trim Boards (or equal) @ window & doors (typ) (Check w/ owner)
(E)	NOT USED
(F)	18"x18" Brick Column Base w/ wrapped column above to match exterior trim. Contractor to verify
(G)	2x6 over 2x8 fascia board - Provide aluminum soffit (vented) & fascia - Provide gutter - check w/ owner
(H)	Architectural Asphalt Shingles
(J)	18"x24" Vent
(K)	Tempered Glass
(L)	Concrete Foundation
(M)	Concrete Footings
(N)	4" Concrete Slab
(P)	NOT USED
(Q)	18 Ga. Area Walls As Required By Finish Grade (Contractor To Verify)
(R)	Concrete Porch
(S)	Steps As Required By Finish Grade
(T)	3'-0" High Railing w/ Ballisters @ 4" o.c.

Contractor will verify all materials with client including, but not limited to color, texture, type, etc.



Right Elevation
Scale 1/4" = 1'-0"

Contractor to verify and install all materials as noted and per manufacturers specifications. All installers shall be approved by their respective manufacturer.

Contractor will verify any & all steps in footings & foundation and adjust as required by existing & finish grades

Final roof overhang dimension to be determined by general contractor, framing contractor, and truss manufacturer prior to fabrication of roof trusses and roof framing members.

General contractor to provide truss engineering specifications and layouts to structural engineer for complete review prior to ordering and fabrication of any and all roof elements.

All flues and vents through roof shall be directed to the rear of the roof wherever possible (Contractor to verify)

Provide insulation baffles in attic. (Contractor to verify)

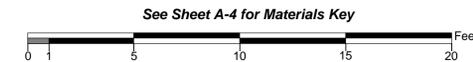
Provide ice & water shield consisting of two layers of type 15 felt applied shingle fashion and solid mopped together with approved cementing material between the plies extending from the eave up to the roof to a point 24" inside the exterior wall line of the building, or use approved ice and water shield. (Contractor to verify)

All weather exposed surfaces shall have a weather-resistive barrier to protect the interior wall covering. Building paper shall be free from holes and breaks other than those created by fasteners and construction system due to attaching of the building paper, and shall be applied over the studs or sheathing of all exterior walls. Such felt or paper shall be applied horizontally, with the upper layer lapped over the lower layer not less than 2 inches. Where vertical joints occur, felt or paper shall be lapped not less than 6 inches. Barrier shall extend above soffit and fascia to top plate. (Provide 2 layers behind stucco surfaces). Also provide metal or equal flashing at foundations and brick veneer or stone half walls where water from weather barrier could enter dwelling.

Provide counterflashing and caulking at all exterior doors and windows.

Engineering provided by others. Contractor will verify any and all beams, headers, and all other structural items on plans as detailed by the engineer. Problems with any engineered item will need to be resolved with the engineer directly.

Contractor will verify all dimensions & conditions shown on these plans and with the building site prior to commencing any work on this project



Revisions:
06-12-19 - Updates to Building A plans for future units throughout.

All ideas, designs, arrangements, drawings and plans set forth on this sheet are the original work product of, owned by and are the property of Design Loft Inc. and use of this said work product is limited to a specified project of the purchaser, and for the consideration of one (1) building. Any use, reuse, or disclosure of said plans, reproductions, ideas, design, and/or arrangements, other than by Design Loft is strictly prohibited by law without the written permission of Design Loft Inc.

Written Dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office must be notified in writing and in advance of any variations from the dimensions and conditions shown on these drawings.

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Design Loft Inc.
design loft
customhomedesign
801-292-9716
www.designloft.net

Client: **Advanced Solutions Group, LLC**
Meadows @ City Park P.U.D. - Building E
100 West Farmington, Utah
Sheet Title: **Elevations**
These plans are licensed for use at the address and lot shown above. The contractor shall be responsible for obtaining all necessary permits for construction of the project. No part of these plans may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Design Loft Inc.

Design Loft Inc.
25 South Main Street,
Suite 110-F
Centerville, Utah 84014

Project Number: 19-012
Plan Number: **M-5874**
Date: **Jun 12, 2019**
Page Number: **A-4**



Planning Commission Staff Report May 21, 2020

Items 4: Farmington Station II Project Master Plan and Development Agreement

Public Hearing:	Yes
Application No's.:	PMP-1-20
Property Address:	Area North Clark Lane, west of Cabela's, east of the D.& R.G.W. UTA trail, and generally south of Shepard Creek
General Plan Designation:	TMU (Transportation Mixed Use)
Zoning Designation:	OMU (Office Mixed Use); OS (Open Space); RMU (Residential Mixed Use); and GMU (General Mixed Use)
Area:	Approximately 62 + Acres
Number of Lots:	n/a
Property Owner:	E&H Land LTD
Applicant:	Wade Budge

Request: *Recommendation for approval of a project master plan and development agreement.*

Background Information

The subject property, which is owned by the Evans family, may accommodate a variety of uses and allows a developer to submit a development plan and/or subdivision now, for consideration by the City, as dictated by the existing zone designations referenced above. Nevertheless, the applicant is seeking for increased flexibility to handle unforeseen scenarios which may occur as property develops in the future. In the event, for example, if one standard of an underlying zone works for interior local streets--- but not Park Lane, a mechanism is in place as set forth in Section 11-18-140 of the City's Zoning Ordinance which allows a developer to deviate from the standards of the underlying zone, but at the sole discretion of the City. However, an applicant must own 25 acres or more to make a request under this Section. The Evans property meets this threshold, but it is very likely that the property will develop in smaller increments than 25 acres. The enclosed development agreement permits an applicant to request flexibility under Section 140 for land encompassing 2.5 acres, or greater in size, within the greater 62+ acre PMP.

Suggested Motion

Move that the Planning Commission recommend that the City Council approve the enclosed PMP, and accompanying development agreement subject to all applicable Farmington City development standards and ordinances.

Findings:

1. The agreement allows an applicant to request greater development flexibility, at the sole discretion of the City, for property under 25 acres in size.
2. Greater flexibility may result in better development for the community and provide a finer grain and/or mix of uses as per the proposed project master plan.
3. The proposed Farmington Station II Project Master Plan and Development Agreement is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this area.
4. The proposed Farmington Station II Project Master Plan balances residential, commercial/retail, and office uses to the benefit of the City.

Supplemental Information

1. Vicinity Map
2. General Plan Future Land Use Map
3. Existing Zoning Map
4. Farmington Station II Project Master Plan (PMP)
5. Farmington Station II Development Agreement

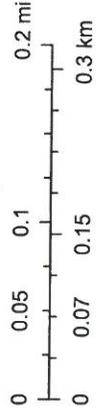
ArcGIS Web Map



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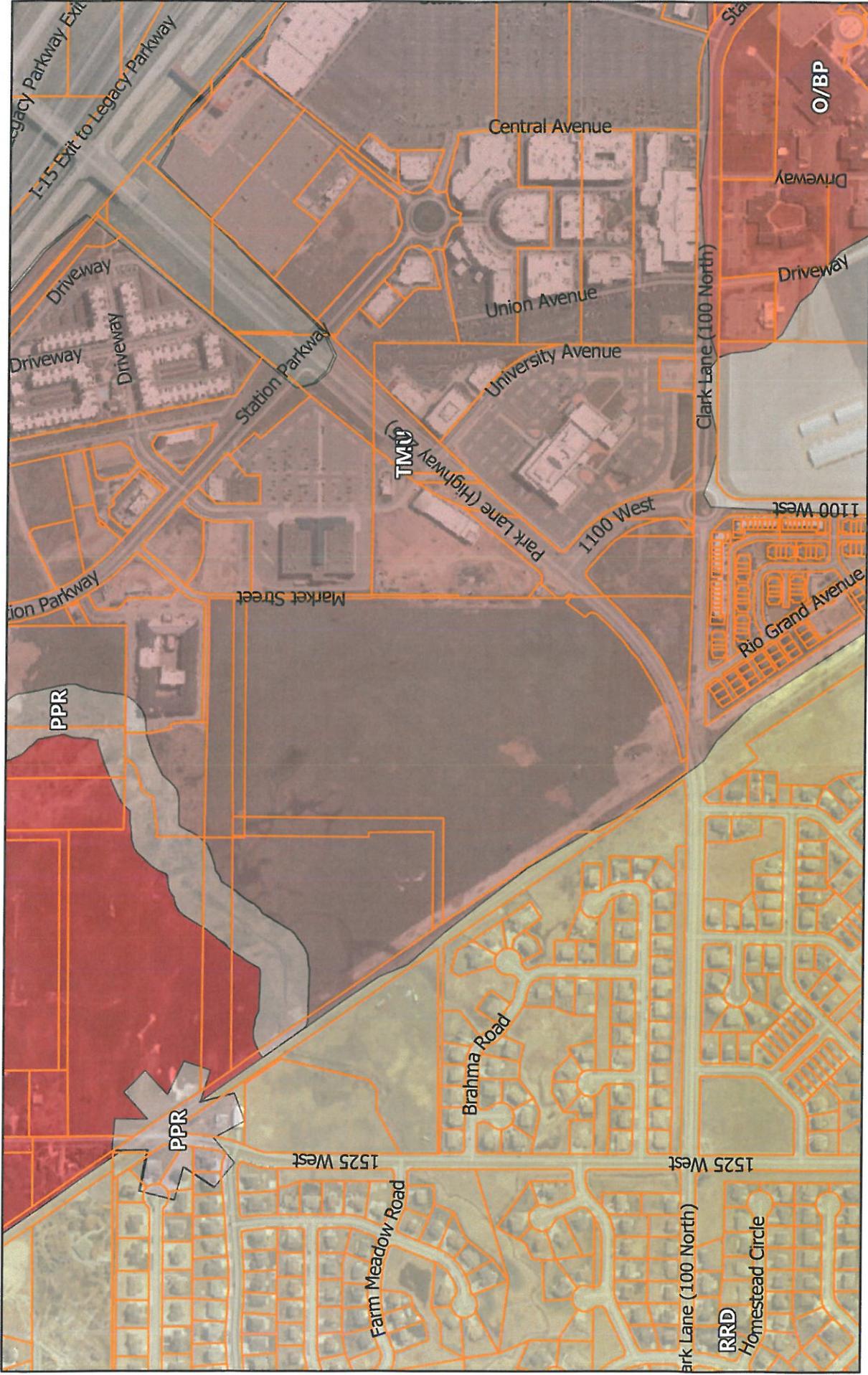
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-  Farmington City Boundary
-  Parcels



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
Farmington City
USDA FSA |

ArcGIS Web Map

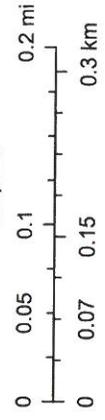


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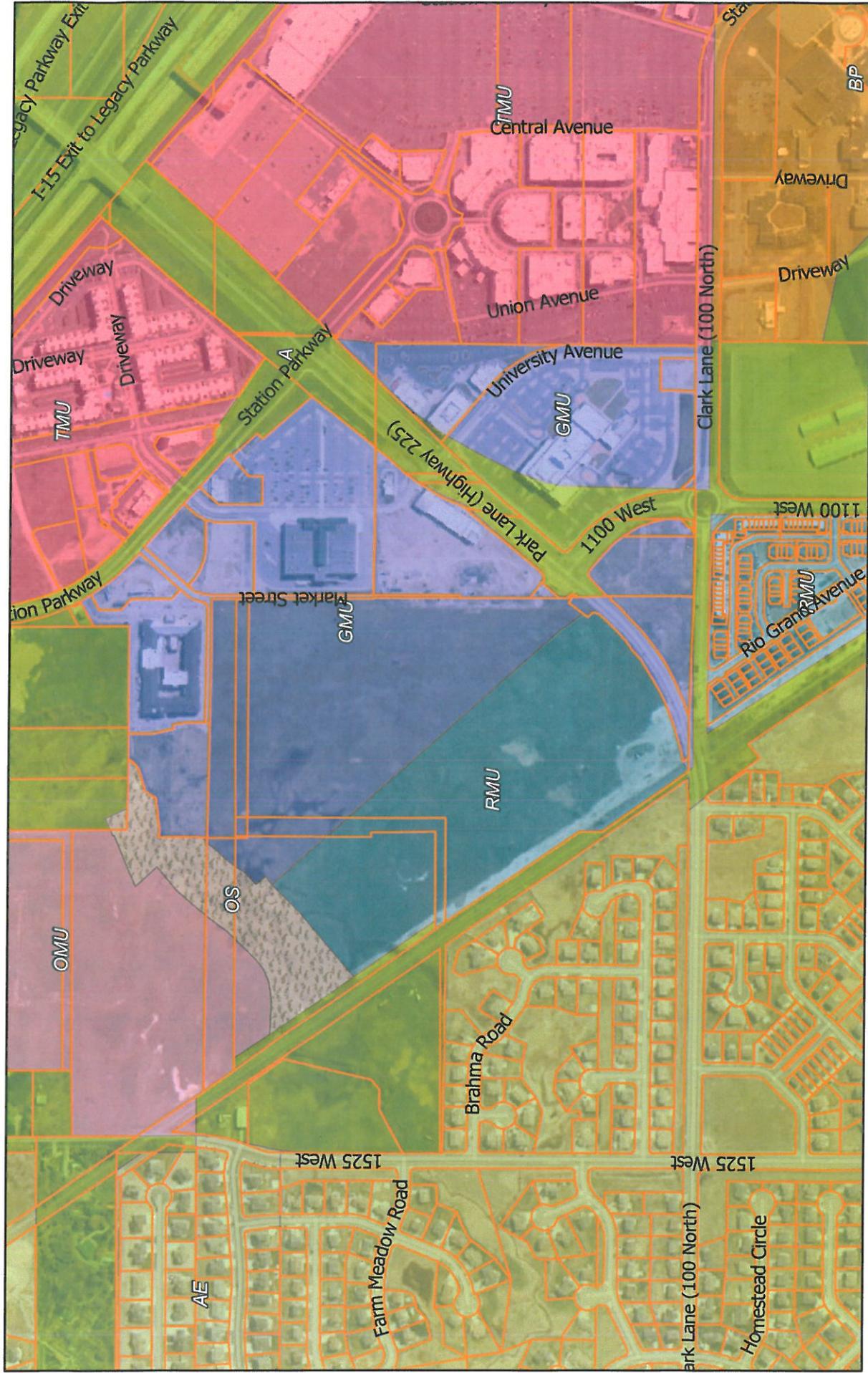
-  Farmington City Boundary
-  Parcels
-  CA/BP - CLASS A BUSINESS PARK
-  O/BP - OFFICE/BUSINESS PARK

General Land Use Plan

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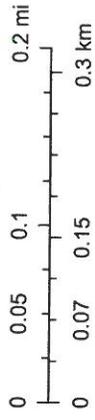


ArcGIS Web Map



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- Farmington City Boundary
- Parcels
- AE
- A
- OS
- RMU
- GMU
- BP
- TMU
- OMU

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
 Farmington City
 USDA FSA I



CONCEPT USE PLAN



DEVELOPMENT AGREEMENT
FOR
FARMINGTON STATION II

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____ 2020 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **E & H LAND LTD.** a Utah limited partnership, hereinafter referred to, collectively with its assignees, as “Developer.”

RECITALS:

A. Developer owns approximately 62 acres of land, and the City owns the remaining land, within the boundary set forth in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”), Developer desires to develop the Property under the RMU, GMU, and OS zones, to be known as “Farmington Station II”.

B. On _____, 2020, 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 includes, among other things, the use of the land for commercial and residential development as set forth in the PMP, although the PMP is not intended to enable future development of the Property without final subdivision and site plan approval with respect to each phase.

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 shall supersede the City’s Laws with respect to the matters set forth herein.

D. Persons and entities hereafter developing the Property or any portions of the Property shall accomplish such development in accordance with the City’s Laws and the provisions set forth in this Agreement.

E. The City also recognizes that the development of Farmington Station II, and any future phase thereof, may result in tangible benefits to the City through the stimulation of development in the area, including a possible increase of the City's tax base and the development of amenities that may enhance further economic development efforts in the vicinity of the Property, and is therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

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. **Definitions.** In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

a. "City's Laws" means, collectively, all City ordinances, rules 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.

b. "Effective Date" has the meaning set forth in Section 3.

3. **Effectiveness.** This Agreement, including the PMP, shall become effective on the date that _____.

4. **Alternative Approval Process.** The City has held all public hearings necessary for, and has approved the PMP. Such approval of the City council shall remain in full force and effect from the date hereof until the termination of this Agreement. Developer and/or Developer's successors and assigns may from time to time apply to develop any phase of Farmington Station Center greater than two and half (2.5) acres in size in accordance with an alternative approval process as set forth in section of 11-18-140 of the City's zoning ordinance, and, provided that such application complies with this Agreement and the PMP, such application shall be approved administratively.

5. **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.

6. **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: E & H
c/o PLW. Inc.
2001 N. 1210 W.
Pleasant Grove, Utah 84062
Attn: Mark Evans

With a copy to: Snell and Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101
Attn: Wayne Budge

To the City:

Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025-0160

7. **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.
8. **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.
9. **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.
10. **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.
11. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.
12. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.
13. **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, unless terminated earlier pursuant to Section 15 below.
14. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years after the principal roads are completed, 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.

15. **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.

16. **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”

E & H LAND LTD

By: _____

Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2020, 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

ACKNOWLEDGMENT

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of E & H _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Utah

ATTACHED EXHIBITS:

- EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY
- EXHIBIT "B" – PMP (PROJECT MASTER PLAN)



Planning Commission Staff Report May 21, 2020

Items 5) Farmington Station Center Project Master Plan and Development Agreement; and 6) Zoning Map Amendments for 2 Acres and 7) 9.69 Acres

Public Hearing:	Yes
Application No's.:	PMP-3-20; Z-5-20; and Z-6-20
Property Address:	Area west of Shepard Creek, south of Burke Lane, and east of 1525 West Street
General Plan Designation:	CA/BP (Class A Business Park)
Zoning Designation:	OMU (Office Mixed Use) and A (Agriculture)
Area:	Approximately 30 Acres
Number of Lots:	n/a
Property Owner:	Multiple Property Owners
Applicants:	Chris McCandless CW Management Corp.

Request: *Recommendation for approval of a project master plan and development agreement; and two zone map amendments.*

Agenda, Items 5, 6, and 7 are so inter-related it is proposed that staff present these items together and the Planning Commission account for the same in one public hearing. Moreover, the background information in this staff report, the findings, and the supplementary information are all relevant to each item; therefore, it is further proposed that the Commission consider all requests in one motion, or separately as the circumstances dictate, but that the same findings are established for each of the three items.

Background Information

The subject property, which is owned by Amenti, Inc., Benson, Jones, L.L.C., and Romney, may accommodate a variety of uses and allows a developer to submit a development plan and/or subdivision now, for consideration by the City, as dictated by the existing zone designations referenced above. Nevertheless, the applicant is seeking for increased flexibility to handle unforeseen scenarios which may occur as property develops in the future. In the event, for example, if one standard of an underlying zone works for straight portions of Burke Lane---but not the portion of Burke Lane which bends to the southeast, a mechanism is in place as set forth in Section 11-18-140 of the City's Zoning Ordinance which allows a developer to deviate from the standards of the underlying zone, but at the sole discretion of the City. However, an applicant must own 25 acres or more to make a request under this

Section. The above four properties together meet this threshold, but because the entire site is owned by four different owners, it is very likely that it will develop in smaller increments than 25 acres. The enclosed development agreement permits an applicant to request flexibility under Section 140 for land encompassing 2.5 acres, or greater in size, within the greater 30 acre PMP. Three of the four properties are zoned A (Agriculture) where Section 140 does not apply and must be rezoned to OMU (Office Mixed Use) to have the opportunity to obtain the flexibility desired.

Suggested Motion(s)

Project Master Plan/Development Agreement

5. *Chris McCandless/CW Management Corp (Public Hearing) – Applicant is requesting a recommendation for approval regarding a Project Master Plan (PMP), and accompanying development agreement, for Farmington Station Center, a mixed-use development, encompassing approximately 30 acres west of Shepard Creek, south of Burke Lane, and east of 1525 West Street (PMP-3-20).*

Move that the Planning Commission recommend that the City Council approve the enclosed PMP, and accompanying development agreement subject to all applicable Farmington City development standards and ordinances and that properties owned by Romney, Benson, and Jones, LLC within the PMP area are rezoned from A to OMU.

Zoning Map Amendments

6. *CW Management Corp (Public Hearing) – Applicant is requesting a recommendation for Zoning Map Amendment approval to rezone approximately 2 acres of property at 1451 West Burke Lane from A (Agriculture) to OMU (Office Mixed Use) (Z-5-20).*

and

7. *Chris McCandless/ CW Management Corp (Public Hearing) – Applicant is requesting a recommendation for Zoning Map Amendment approval to rezone approximately 9.69 acres of property at 1293 West Burke Lane from A (Agriculture) to OMU (Office Mixed Use) (Z-6-20).*

Move that the Planning Commission recommend that the City Council approve the zone change for the 11.69 acres of property as requested.

Findings for approval for all three items:

1. The agreement allows an applicant to request greater development flexibility, at the sole discretion of the City, for property under 25 acres in size.
2. Greater flexibility may result in better development for the community and provide a finer grain and/or mix of uses as per the proposed project master plan.
3. The proposed Farmington Station Center Project Master Plan and Development Agreement is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this area.
4. The proposed Farmington Station Center Project Master Plan balances residential, commercial, and office uses to the benefit of the City.

5. The zone changes from OMU to A, are necessary to implement Section 11-18-140 of the Zoning Ordinance and are 1) reasonably necessary, 2) in the public interest, and 3) consistent with the city general plan and in harmony with the objectives and purpose of the zoning ordinance.

Supplemental Information

1. Vicinity Map
2. General Plan Future Land Use Map
3. Existing Zoning Map
4. Farmington Station Center Project Master Plan (PMP)
5. Farmington Station Center Development Agreement

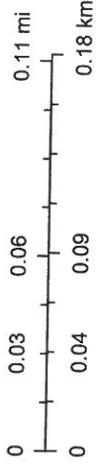
ArcGIS Web Map



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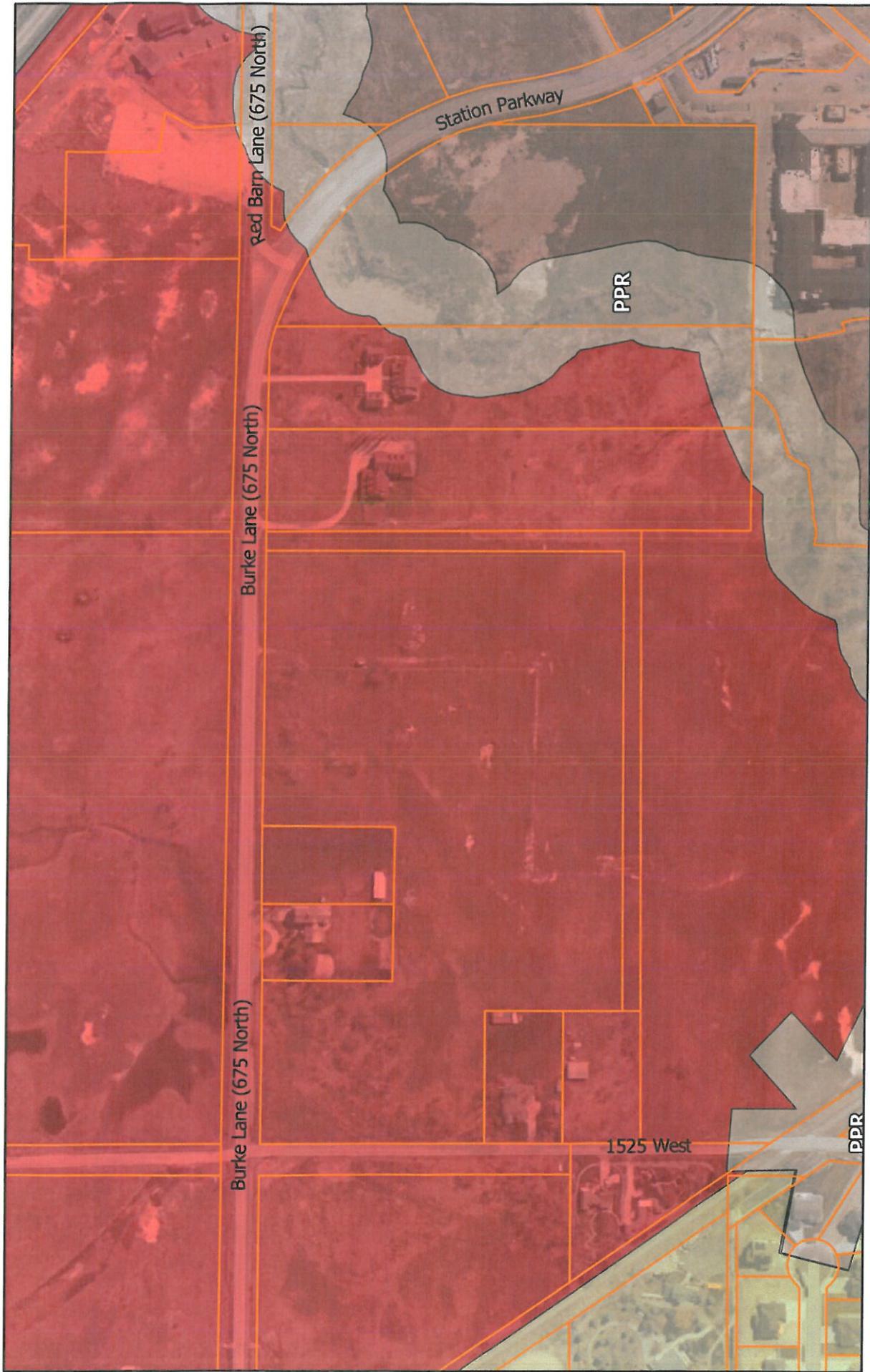
-  Farmington City Boundary
-  Parcels

1:4,514



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
Farmington City
USDA FSA |

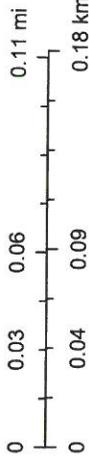
ArcGIS Web Map



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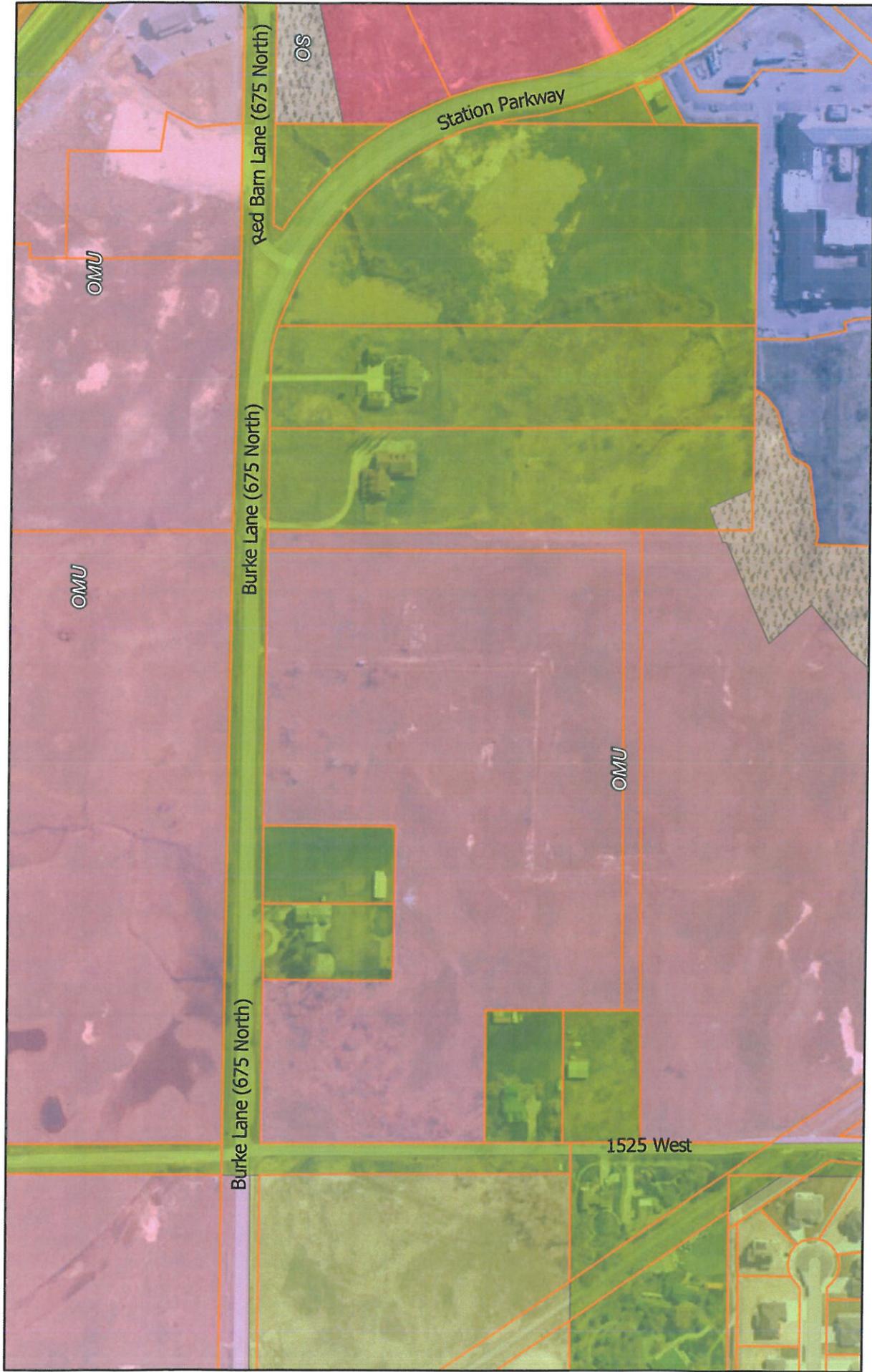
- Farmington City Boundary
- Parcels
- CA/BP - CLASS A BUSINESS PARK
- PPR - PUB/PRIV REC OPEN SPACE AND OR PARKS VERY LOW DENS

1:4,514



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
Farmington City
USDA FSA |

ArcGIS Web Map



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 Farmington City Boundary

 Parcels

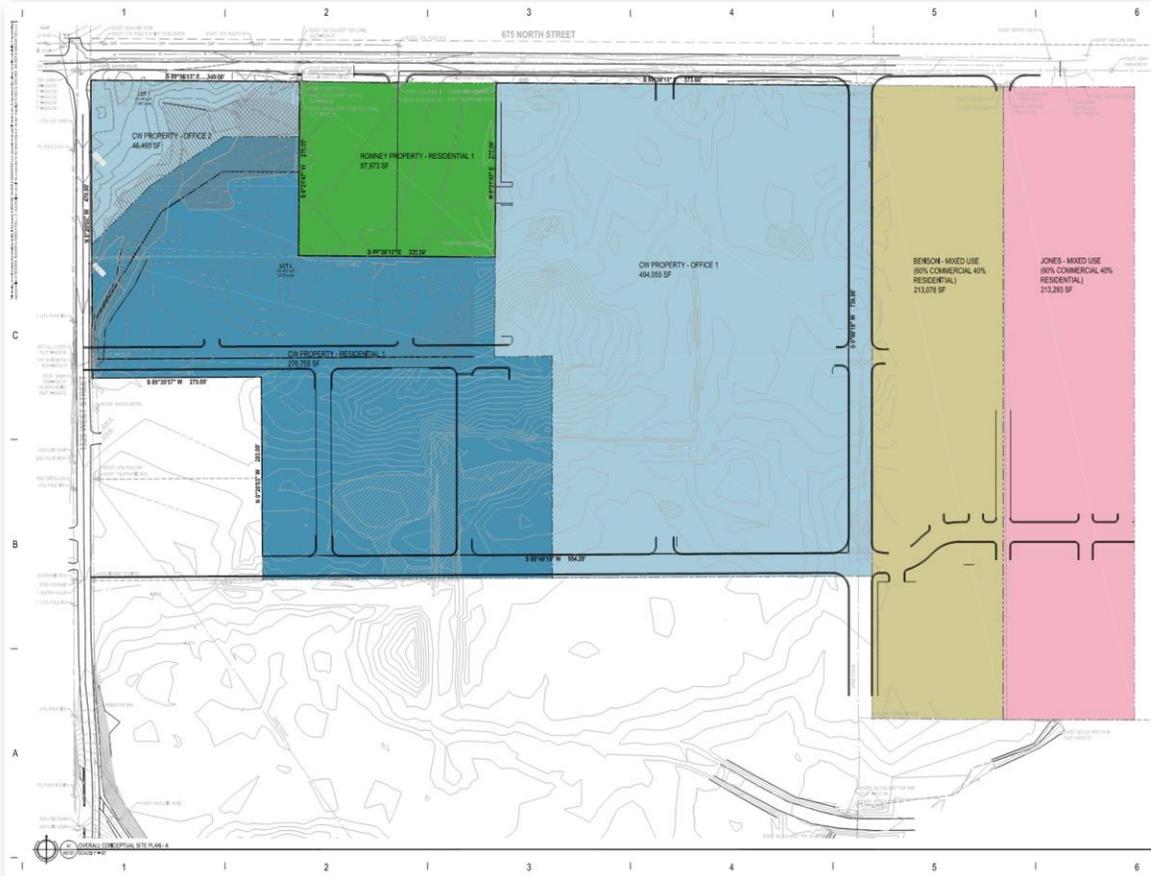
Zoning

 A	 AE	 GMU	 OMU
 OS	 BP	 TMU	

Scale: 1:4,514

0 0.03 0.06 0.09 0.11 mi
0 0.04 0.09 0.18 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
Farmington City
USDA FSA |



NO.	DESCRIPTION	DATE
1	PRELIMINARY	11/15/11
2	REVISED	11/15/11
3	REVISED	11/15/11
4	REVISED	11/15/11
5	REVISED	11/15/11
6	REVISED	11/15/11
7	REVISED	11/15/11
8	REVISED	11/15/11
9	REVISED	11/15/11
10	REVISED	11/15/11
11	REVISED	11/15/11
12	REVISED	11/15/11
13	REVISED	11/15/11
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FARMINGTON STATION CENTER
 875 NORTH STREET
 FARMINGTON, UTAH 84404

BWA
 ARCHITECTS
 200 WEST
 100 SOUTH
 SALT LAKE CITY, UT 84111
 (801) 466-1111
 www.bwaarchitects.com

PROJECT NUMBER: 8888
 DATE: 11/15/11
 SCALE: AS SHOWN
 DRAWING: SCHEMATIC
 1.18.20

AS101

DEVELOPMENT AGREEMENT
FOR
FARMINGTON STATION CENTER

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2020 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **CW MANAGEMENT, CORP.**, a Utah Corporation, **MICHAEL R. & CHRISTIE N. BENSON, JONES PROPERTY, LLC**, a Utah Limited Liability Company, and **MICHAEL H. & ROBYN F. ROMNEY**, as an individual, all together hereinafter referred to, collectively with their assignees, as “Developer.”

RECITALS:

A. Developer has the right to acquire approximately 29.29 acres of land, and the City owns the remaining land, within the boundary set forth in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”), Developer desires to develop the Property under the OMU zone, to be known as “Farmington Station Center”.

B. On _____, 2020, 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 includes, among other things, the use of the land for commercial and residential development as set forth in the PMP, although the PMP is not intended to enable future development of the Property without final subdivision and site plan approval with respect to each phase.

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 shall supersede the City’s Laws with respect to the matters set forth herein.

D. Persons and entities hereafter developing the Property or any portions of the Property shall accomplish such development in accordance with the City’s Laws and the provisions set forth in this Agreement.

E. The City also recognizes that the development of Farmington Station Center, and any future phase thereof, may result in tangible benefits to the City through the stimulation of development in the area, including a possible increase of the City’s tax base and the development of amenities that may enhance further economic development efforts in the vicinity of the Property, and is therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

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. **Definitions.** In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

a. “City’s Laws” means, collectively, all City ordinances, rules 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.

b. “Effective Date” has the meaning set forth in Section 3.

3. **Effectiveness.** This Agreement, including the PMP, shall become effective on the date that Developer acquires fee title to the following parcels (as identified pursuant to a Davis County Assessor property search): Parcel ID 080600043, 080600029, 08060049, 080600012, and 080600013 (the “Effective Date”).

4. **Alternative Approval Process.** The City has held all public hearings necessary for, and has approved the PMP. Such approval of the City council shall remain in full force and effect from the date hereof until the termination of this Agreement. Developer and/or Developer’s successors and assigns may from time to time apply to develop any phase of Farmington Station Center greater than two and half (2.5) acres in size in accordance with an alternative approval process as set forth in section of 11-18-140 of the City’s zoning ordinance, and, provided that such application complies with this Agreement and the PMP, such application shall be approved administratively.

5. **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.

6. **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:

CW Management Corporation
c/o Chris McCandless, President
9071 South 1300 West, Suite 100
West Jordan, UT 84088

Michael R. and Christie N. Benson
1293 Burke Ln.
Farmington, UT 84025

Jones Property, LLC
c/o Todd Jones
1119 South Roueche Ln
Kaysville, UT 84037

Michael H. and Robyn F. Romney
1451 West Burke Ln.
Farmington, UT 84025

To the City:

Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025-0160

7. **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.

8. **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.

9. **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.

10. **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.

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

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

13. **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, unless terminated earlier pursuant to Section 15 below.

14. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years after the principal roads are completed, 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.

15. **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.

16. **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”

CW MANAGEMENT, CORP.

By: _____
Its: President

MICHAEL R. & CHRISTIE N. BENSON

JONES PROPERTY, LLC

By: _____
Its: _____

MICHAEL H. & ROBYN F. ROMNEY

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2020, 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 ____ day of _____, 2020, personally appeared before me Chris McCandless who being by me duly sworn did say that (s)he is the President of **CW MANAGEMENT, CORP.**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

My Commission Expires:

Notary Public
Residing at:

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of 2020, personally appeared before me, **MICHAEL R. & CHRISTIE N. BENSON** who being by me duly sworn, did say that they are Michael R. & Christie N. Benson, and that the foregoing instrument was signed on behalf of said developer and duly acknowledgment to me that they executed the same.

My Commission Expires:

Notary Public
Residing at:

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2020, personally appeared before me Todd Jones, who being by me duly sworn did say that he is a manager of **JONES PROPERTY, 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.

My Commission Expires:

Notary Public
Residing at:

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of 2020, personally appeared before me, **MICHAEL H. & ROBYN F. ROMNEY** who being by me duly sworn, did say that they are Michael H. & Robyn F. Romney, and that the foregoing instrument was signed on behalf of said developer and duly acknowledgment to me that they executed the same.

My Commission Expires:

Notary Public
Residing at:

ATTACHED EXHIBITS:

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



Planning Commission Staff Report May 21, 2020

Item 8: Davis County Memorial Courthouse

Public Hearing: Yes
Application No.: C-1-20
Property Address: 28 E State St, Farmington, UT 84025
General Plan Designation: MU/B (Mixed Use-Business, Medium Density Residential, Light Commercial)
Zoning Designation: BR (Business Residential)
Property Owner: Davis County
Applicant: Davis County

Request: *Applicant is requesting conditional use and site plan approval for an addition/modification on a developed site.*

Background Information

The 1930's northern portion of the Memorial Courthouse is a designated landmark on the Farmington Historic Landmarks Register. Davis County is requesting a conditional use permit and site plan approval to establish a pedestrian plaza between the Memorial Courthouse and the Davis County Administrative Building. As part of the project, the County proposes to demolish the 1958 and 1979 portions of the courthouse. The landmark section will be preserved and brought up to current accessibility and seismic standards. (See attached Architectural Narrative and Schematic Design Narrative)

Suggested Motion:

Move that the Planning Commission approve a conditional use permit and site plan for the Davis County Memorial Courthouse/plaza application subject to all applicable codes, development standards and ordinances and that the county must meet all recommendations and requirements established by the City's Development Review Committee (DRC).

Findings:

1. The renovated building and plaza will enrich the community, as the County will preserve an important historical landmark within the City. The approval of the conditional use permit and site plan will contribute to the well-being of the community.
2. The renovation must meet the requirements of any applicable building codes subject to review by the Farmington City Building Official.
3. The proposed use conforms to the goals, policies and governing principles of the comprehensive plan for Farmington City.

4. The use is compatible with the Davis County Administration Building, Davis County Library, Farmington City Hall, Forbush Park, Farmington Elementary School and other properties near the site.
5. The plaza enhances the pedestrian experience of downtown Farmington. The county has provided plans displaying adequate utilities, transportation access, drainage, and parking and loading space, lighting, screening, landscaping and open space, fire protection, with safe and convenient pedestrian and vehicular circulation.

Supplemental Information

1. Vicinity Map
2. Site Plan
3. Davis County Memorial Courthouse- Architectural Narrative
4. Schematic Design Narrative

Applicable Ordinances

1. Title 11 Chapter 15 Business/Residential Zone (BR)
2. Section 11-08-050 Conditional Use Standards
3. Section 11-07-060 Standards for Building Additions, Site Modifications or Change of Use on a Developed Site
4. Title 11 Chapter 39 Historic Buildings and Sites



VICINITY MAP

Memorial Courthouse



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.







Davis County Memorial Courthouse – Architectural Narrative

Project Description

The Davis County Memorial Courthouse is located on the southeast corner of the intersection of Main St. and State St. in Farmington, UT. It is a two story neoclassical building designed by Pope and Burton Architects. The design completely encapsulated the old courthouse built in 1890. Construction on the Memorial Courthouse was completed in 1932, and dedicated in 1936 after the completion of the war memorial, a stained glass window depicting St. Michael the Archangel with World War I soldiers, along with a stone tablet inscribed with the names of Davis County's veterans through World War I. The courthouse was added onto in 1956 and again in 1979. This narrative sets forth the plans to restore the courthouse to the original 1936 appearance, and bring it up to modern code.

Exterior

The exterior will be restored to the original 1936 appearance. This will be achieved by removing the 1956 and 1979 additions that were added onto the back of the original courthouse. Cast stone panels from the additions will be removed and used to patch the rear façade of the original courthouse, where the corridor connecting the 1936 building with the 1956 addition required substantial façade demolition. The exterior cast stone will be patched and repaired in place where possible, following Cast Stone Institute guidelines. The west and south entrances to the building will be rebuilt, including new doors to match the original appearance. The steps to the west and south entrance will also be reconstructed.

Interior

The interior will be restored to its 1936 appearance. This will be done by preserving the existing corridor and grand staircase. Portions of the corridor will be reconstructed where it has been altered in the past renovations to reflect the historic side of the corridor that remains intact. The office space of the building will occupy the spaces that were historically offices, but will be layout to meet the modern office needs of the county.

Landscape

A landscaped plaza will be placed in the space formerly occupied by the 1956 and 1979 additions. The landscaping will also be used to incorporate an ADA access ramp from the parking lot to the west entrance. The landscape will also screen the top of a new mechanical vault that will be located mostly below grade.

Code & Life Safety

The exterior walls are made up of three wythes of unreinforced masonry. The building will be seismically reinforced with shotcrete walls that will be applied to the interior side of the exterior walls from top of foundation to roof height. An ADA entrance will be added on the west side of

the building. An ADA accessible ramp from the parking lot to the entrance will be provided, and will tie into the staircase leading up to the west entrance. Spray foam insulation will be added to exterior walls, and roof insulation will be added to meet modern energy codes and provide a more energy efficient facility.

SCHEMATIC DESIGN NARRATIVE



Civil Engineering
Land Surveying
Structural Design
Water Design
Aerial Technologies

Date: February 14, 2020

To: John Ewanowski, AIA
CRSA
649 East South Temple
Salt Lake City, UT 84102
Transmitted Via Email: jewanowski@crsa-us.com

From: Brandon Page, PE

RE: Davis County Courthouse
28 East State Street
Farmington, UT 84025
Ensign Engineering Project No.: 9318

The following is the Civil Design Schematic Design Narrative. The narrative can be copied into the project's schematic design document.

Site Grading and Storm Drain System

The existing site is relatively flat with slopes directed away from the existing building. The site will be graded to provide positive drainage away from buildings and doorways, and storm water runoff will be collected in yard drains as needed. The collected runoff will be directed through underground pipe to the existing storm drain system in the parking lot. It is not anticipated that any underground storage will be required for this project. Accessible routes will be shown and designed to meet ADA requirements. Accessible routes will include access from the public way and the parking lot to one of the building's entrances.

Utility Layout and Design

All utilities to the existing building including sanitary sewer, potable water, fire protection, electrical and gas will remain. All existing connections should be identified and field verified by the contractor to insure their preservation. It is anticipated that the existing utilities will meet the demands of the existing preserved building.

SALT LAKE CITY
45 West 10000 South, Ste 500
Sandy, UT 84070
P 801.255.0529

LAYTON
1485 W Hill Field Rd, Ste 204
Layton, UT 84041
P 801.547.1100

CEDAR CITY
1870 North Main Street, Ste 104
Cedar City, UT 84721
P 435.865.1453

TOOELE
169 N. Main Street, Unit 1
Tooele, UT 84074
P 435.843.3590

RICHFIELD
225 North 100 East
Richfield, UT 84701
P 435.896.2983



Planning Commission Staff Report May 21, 2020

Item 9a: Butterfield Driveway Width Special Exception

Public Hearing:	Yes
Application No.:	M-3-20
Property Address:	1432 West 350 South
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	AE (Agricultural Estates)
Area:	0.34 acre
Number of Lots:	1
Property Owner:	Benjamin and Camille Butterfield

Request: *Applicant is requesting a special exception to widen an existing driveway on his property.*

Background Information

The applicant is requesting a special exception to widen a driveway by 11 feet and to construct the associated curb cut. The City's off-street parking standards ordinance states that the maximum width of a residential driveway serving a three-car garage is 30 feet. There is a fire hydrant, power box and grade change that limits access to the existing parking space as demonstrated in the attached narrative and photos. A property owner may request a larger driveway if the proposed addition is for a properly designated parking space.

Sections 11-3-045(4)(b)(4) and 11-3-045(5)(b) of the Zoning Ordinance states:

"Purpose: A special exception is an activity or use incidental to or in addition to a principal use permitted in a zoning district; or an adjustment to a fixed dimension standard permitted as an exception to the requirements of this title; or a transfer of development right (TDR), or rights, established because of blight which results in an additional lot, or lots, or a dwelling unit, or units; or an adaptive reuse of a building or structure eligible, or that may be eligible, for the National Register of Historic Places so long as the adaptive reuse does not compromise such eligibility. A special exception has less potential impact than a conditional use but still requires careful review of such factors as location, design, configuration and/or impacts to determine the desirability of authorizing its establishment on any given site. This section sets forth procedures for considering and approving special exceptions to the provisions of this title."

A major concern with widening a driveway is pedestrian safety: the wider the driveway the longer distance a pedestrian has to traverse, creating a larger conflict area between an automobile backing out

and a pedestrian. In this case, the driveway on the adjacent lot is on the opposite side of the lot creating a significant refuge between driveways. Another significant concern is largely aesthetic. Single-family residential neighborhoods typically have roadway side treatments that include curb, gutter, sidewalk and park strip. If larger driveways become too pervasive, the character of the neighborhood often changes. In this case, there is ample park strip not only on this lot but in the surrounding neighborhood as well.

Suggested Motion:

Move that the Planning Commission approve a special exception allowing an extension of an existing driveway and associated curb cut up to an additional eleven (11) feet, subject to all applicable Farmington City ordinances and development standards and the following condition: the applicant shall obtain a Farmington City Excavation Permit prior to construction.

Findings:

1. The proposed driveway extension is leading to a properly designated parking space.
2. The proposed driveway extension does not significantly increase safety issues.
3. There are not driveways directly adjacent to the proposed driveway extension and therefore a significant refuge is available for pedestrians between the driveways along this street.
4. Park strips are present in this neighborhood and the proposed extension would not significantly affect the current roadway side treatments.
5. The house currently sits on a dead end street.
6. There is a significant elevation change between the driveway and the parking pad.

Supplemental Information

1. Vicinity Map
2. Applicants Narrative
3. Site Photos
4. Section 11-32-060 of the Zoning Ordinance

Applicable Ordinances

1. Title 11, Chapter 10 – Agriculture Zones
2. Title 11, Chapter 32 – Off-street Parking, Loading and Access

Our property has a driveway approach that measures 29 feet. I am asking for an exception to Zoning Ordinance 11-32-106 (1) (a), that states a driveway may not exceed 30 feet when serving as access to three properly designated parking spaces. I am requesting to widen the space by 11 feet as seen in the pictures provided.

The HOA requires that all trailers be parked behind a fence. Given the elevation of my house I have a retaining wall and large step on one side and a fire hydrant and electrical box on the other side. Currently there is a curb and it's been difficult to avoid these obstacles while safely popping the trailer over the curb each time I back our trailer in behind the fence.

The proposed extension will not impede traffic, parking, visibility or access to the fire hydrant. I have contacted the neighbor directly to the east and the neighbor across the street and both have given their approval to the expansion.





Expand by 11 feet



11-32-060: ACCESS TO OFF STREET PARKING AND LOADING SPACES:

1. Residential driveways shall be not more than twenty feet (20') in width when serving as access to two (2) properly designated spaces, or thirty feet (30') in width when serving as access to three (3) properly designated parking spaces as measured at the front or side corner property line. "Properly designated parking spaces" shall include spaces in a garage, carport or on a parking pad located to the side of a dwelling and not located within the minimum front yard setback. Additional driveway width for access to a rear yard, for more than three (3) properly designated parking spaces, or for multiple-family residential developments, may be reviewed by the planning commission as a conditional use (no fee shall be required). Residential driveways shall be designed at a width which is the minimum necessary to provide adequate access to designated parking spaces. (Ord. 2011-10, 5-17-2011)

2. Not more than one driveway for each separate street frontage shall be permitted on lots occupied by a one-family or two-family dwelling, except under the following circumstances:

a. On lots with at least the minimum width required in the zone, one additional driveway may be permitted providing that the sum of the width of both driveways does not exceed the maximum widths specified in subsection A1 of this section;

b. For lots having at least fifty feet (50') of width in excess of the minimum required width, one additional driveway, not exceeding sixteen feet (16') in width, may be permitted.

3. A maximum of one driveway for each one hundred feet (100') of public street frontage shall be allowed for commercial and industrial uses. Said driveways shall be not more than thirty six feet (36') in width. Minimum widths of driveways shall be not less than sixteen feet (16') for one-way traffic or twenty four feet (24') for two-way traffic. Planter strips designed to separate one-way entering and exiting traffic, which are not less than four feet (4') or more than twelve feet (12') in width, shall not be included in computing the total width of driveways and do not constitute a separation of driveways as regulated by subsection B of this section.

4. Driveways shall not exceed a slope of fourteen percent (14%). (Ord. 2005-51, 10-19-2005)

5. Driveways shall have direct access to a public street for a building lot. Subject to satisfaction of the provisions of section [11-3-045](#) of this title and the grant of a special exception, direct access for a building lot may include access over one adjacent building lot, provided both building lots have full frontage on a public street, an access easement has been recorded acceptable to the city, and the full face of any dwelling unit located on both building lots fronts or is fully exposed to the public street. (Ord. 2014-07, 3-4-2014)

B. Driveway Spacing:

1. Individual driveways or circular driveways on residential lots shall be spaced not less than forty feet (40') apart on the same lot and shall be not less than six feet (6') from side property lines unless otherwise approved by the zoning administrator. (Ord. 2005-11, 4-6-2005)

2. Individual driveways on commercial or industrial developments shall be spaced not less than forty feet (40') apart on the same lot and shall be not less than fifteen feet (15') from side property lines except under the following circumstances:

a. A common driveway serves adjacent land uses;

b. Driveways cannot meet separation standards due to narrow lot frontage;

c. Driveways cannot meet separation standards due to location of existing driveways on adjacent lots; or

d. A professional traffic engineer, after preparing a traffic study, recommends that driveways be located closer to interior lot lines in order to maintain a safe distance from street intersections.

C. Distance From Intersections: No residential driveway shall be located closer than thirty feet (30') to the intersection of two (2) streets. This measurement shall be made from the intersection of the right of way lines of such streets. For commercial uses, industrial uses and apartments with seventeen (17) or more parking spaces, the driveway shall be no closer than forty feet (40') to the intersection of two (2) streets. (Ord. 1994-26, 6-15-1994)