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

# CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, July 16, 2024** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm.in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

## WORK SESSION – 6:00 p.m.

- CW Urban Discussion of conditions for development of The Charlotte
- All West Update and Permit Fee discussion

## REGULAR SESSION – 7:00 p.m.

**CALL TO ORDER:**
- Invocation – Amy Shumway, Councilmember
- Pledge of Allegiance – Brigham Mellor, City Manager

**BUSINESS:**
- Consideration of an amendment to the Development Agreement for the Gatrell Gardens PUDSubdivision to include elements related to a Pioneering Agreement pg 3
- Consideration of a Code Text Change Proposal Related to ADU's – Multiple Sections of the ZoningOrdinance. pg 25

**SUMMARY ACTION:**
- Consideration for additional text and changes to Title 12 Subdivision Regulations pg 42
- Approval of Minutes for 07-02-24 pg 48

**GOVERNING BODY REPORTS:**
- City Manager Report
- Mayor Anderson & City Council Reports

**ADJOURN**

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

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

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on July 11, 2024*

# CITY COUNCIL AGENDA

BUSINESS

| | |
|---|---|
| AGENDA TITLE: | Consideration of an amendment to the Development Agreement for the Gatrell Gardens PUD Subdivision to include elements related to a Pioneering Agreement |
| PRESENTED BY: | Lyle Gibson |
| DEPARTMENT: | Community Development |
| MEETING DATE: | July 16, 2024 |

160 S Main
Farmington Utah 84025

# CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council

**From:** Lyle Gibson – Assistant Community Development Director

**Date:** 7/10/2024

**Subject:** Consideration of an amendment to the Development Agreement for the Gatrell Gardens PUD Subdivision to include elements related to a Pioneering Agreement.

## RECOMMENDED MOTION

**Move that the City Council approve the proposed changes to the Development Agreement for the Gatrell Gardens PUD Subdivision.**

**Findings:**

1. **The proposed changes do not modify allowed use or configuration of the project and create a fair arrangement for cost sharing following allowed process in Section 12-6-090 of the Farmington City Ordinances.**

## BACKGROUND

**The City Council approved the Development Agreement for the Gatrell Gardens PUD Subdivision in December of 2023.**

**The development proposal has remained consistent, except that 2 of the lots on the property owned by the Fadel Family are now proposed to be developed at a future date. For now they will remain as parcels which can become buildable lots with a future plat amendment.**

**Because of this timing, a Pioneering Agreement is proposed enabling the Pioneering Developer to be compensated for a portion of the improvements with benefit the Fadel property. Rather than have a separate Pioneering Agreement, it was determined by staff and the parties involved that it may be cleaner to have these terms within the Development Agreement.**

**The included agreement shows the changes from the form originally approved by the city council.**

**Respectfully submitted,**



**Lyle Gibson**
**Assistant Community Development Director**

**Review and concur,**



**Brigham Mellor**
**City Manager**

**<u>Supplemental Information</u>**

a. **Development and Pioneering Agreement.**

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

**DEVELOPMENT AND PIONEERING AGREEMENT FOR THE GATRELL PUD SUBDIVISION**

**THIS DEVELOPMENT AND PIONEERING AGREEMENT** (the "Agreement") is made and entered into as of the ____ day of _____, 2024, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," the **BARBARA FADEL LIVING TRUST, DATED DECEMBER 30, 2021**, and **Blake Bastian** hereinafter referred to as "Owner," and **ELITE CRAFT HOMES, LLC**, hereinafter referred to as the "Developer."

**RECITALS:**

A. Owner owns approximately 2.7 acres of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**").

B. Developer desires to develop a project on the Property to be known as the Gatrell Gardens PUD Subdivision (the "**Project**"). Developer has submitted an application to the City seeking approval of the PUD overlay zone in accordance with the City's Laws.

C. The Property is presently zoned under the City's zoning ordinance as Original Townsite Residential (OTR). The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "**City's Laws**").

D. Part of the Project will require the development of a private road and storm tech underground water detention for storm water serving the Lots within the Project (the "**Improvements**").

E. Developer agrees to complete the construction of and to initially incur the full expense of constructing the Improvements, subject to potentially being reimbursed for a portion of the expense by the current owner, or subsequent owner, of Parcel A and Parcel B identified on the Plat (the "**Benefitted Property**"), as more fully identified on **Exhibit "B"**, and as more fully set forth herein.

F. Pursuant to applicable provisions of the Farmington City Code; namely, Farmington City Code Section 12-6-090 et seq., Developer may, in connection with the Project and development of the Property and the construction of the Improvements, request to be reimbursed by the owner of the Benefitted Property (the "**Adjoining Owner**") when the Adjoining Owner develops the Benefitted Property within the next fifteen (15) years;

G. The Benefitted Property is declared by the City to be a property that abuts or is adjacent to the Improvements that will be installed by Developer, and which said Improvements directly benefit the Benefitted Property.

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

**AGREEMENT**

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

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

**2. Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as **Exhibit "A"** and incorporated by reference. Owner expressly agrees to the terms and conditions of this Agreement and acknowledges that this Agreement shall run with the land until its termination.

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

**4. Compliance with Plans.** Development shall be completed in substantial compliance with Project shown in **Exhibit "~~B~~C"** including but not limited to details regarding:

**a) Density.** The maximum number of lots in the Project is **10** lots.

**b) Common Space**. The Project contains 0% common space. The preservation of the 2 historic homes counts towards the open space.

**c) Building Height.** Buildings within the Project may be 1 or 2 stories not to exceed 27 feet per the OTR zone.

**d)** **Layout, Circulation, Connectivity.** Lot layout and street pattern shall be as indicated in **Exhibit "~~B"~~ C".**

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

**a)** Lot size and setback: The Property shall be developed in substantial compliance with **Exhibit "~~B~~C"** wherein:

i) No lot shall be smaller than 5,775 sq. ft. nor be less than 70 ft. in width.

~~ii)~~ Lots 3, 4, 5, 6, and 7:

~~iii)~~ii) Garages must be set back a minimum of 20 feet from the front lot line while other portions of the home may be set back 15 feet from the front lot line or corner side yard in the case of Lot 3.

~~iv)~~iii) Lots 1-7:

(1) Rear yard setback shall be a minimum of 10 ft.

(2) Side yard setback shall be a minimum of 5 ft.

(3) Existing north ~~sideyard~~side yard setback of 3.4 ft. for the existing house identified in **Exhibit "~~B~~C"** on Lot 1 may remain. Additions to this house may keep the established north ~~sideyard~~side yard setback.

(4) Corner side yard of existing house of 8.7 ft. for the existing house identified in **Exhibit "~~B~~C"** on lot 2 may remain. Additions to this house may keep the established corner sideyard setback.

(5) Corner side yard for Lot 6 shall be 10 ft. as shown in **Exhibit "~~B~~C"**

~~v)~~iv) ~~Lot 9~~Parcel B shall be allowed to gain access via an easement in the location identified on **Exhibit "C"** (the "**Access Easement Area**") and is not required to have frontage along a street.

v) Initially, 25 North Street as shown in **Exhibit "C"** will stop at the Access Easement Area and be landscaped. Once the Adjoining Owner seeks development of the Benefitted Property and elects to use 25

North Street for ingress and egress of the Benefitted Property, Adjoining Owner shall be responsible, at its sole cost, to extend 25 North Street across the Access Easement Area to the Benefitted Property property line in compliance with Farmington City requirements. At such time, Developer shall grant Adjoining Owner a reasonable and appropriate construction easement over the Access Easement Area to construct the extension of 25 North Street as stated above.

**b) Architectural Standards**. Developer will follow OTR design guidelines within the ~~Gatrell Gardens subdivision~~Project with the exception of lots 4, 5, 6, & 7. Lots 4, 5, 6, & 7 are exempt from following FMC 11-17-050 of Chapter 17 Original Townsite Residential Zone (OTR) of Farmington Code as it relates to garages. The ~~developer~~Developer will have the leeway to build the homes with 3 car garages without restrictions.

**6. Developer Obligations.** Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

**a) Historic Preservation**. The 2 historic homes at 79 N 100 W Farmington and 37 N 100 W Farmington will be preserved. They will not be torn down, and if any modifications are done by the developer to those two home sites, such modifications must maintain their eligibility to remain on the National Historic Registry.

**b) Trees**. A minimum of 2 trees per lot shall be planted or maintained for interior lots. Corner lots shall plant or maintain a minimum of 3 trees each.

**c) Technical Review**. The Developer will meet all requirements of the city's DRC (Development Review Committee).

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

**7. City Obligations.** City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. The City shall provide all public services to the Project, with the exception of secondary water, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by

the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner's association in the Project.

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

**9. Cost Allocation and Collection from the Benefitted Property.**

**a)** The parties agree that the Benefitted Property is the only Benefitted Property, and that cost allocation and collection shall be limited to only the Adjoining Owner.

**b)** After proper analysis consistent with Farmington City Code Section 12-6-090(C), the City thus allocates costs of the Improvements to the Adjoining Owner, as the sole Benefitted Property owner, in the amount set forth in the amount of $12,000.00 for each Parcel.

**c)** The City shall require the Adjoining Owner, if and when it seeks City approval to develop, subdivide or build, to pay the City the appropriate allocated cost of $12,000.00 per Parcel prior to, and as a condition of granting any development, subdivision, conditional use, or site plan approval, and prior to the City issuing any building permit with respect to the Benefitted Property. The parties acknowledge, understand and agree that the City does not guarantee collection from the Benefitted Property and is not required to bring a judicial action to enforce the Agreement against any Benefitted Property or person. In the event that the City does not collect, the City shall assign such right to Developer, permitting Developer to collect on and enforce this Agreement.

**10.** Reimbursement Payments.

**a)** Upon collection of the allocated costs from the Adjoining Owner as set forth herein, City shall promptly pay the collected amount as a Reimbursement Payment to Developer. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any Reimbursement Payment to Developer until the allocated costs are actually received by the City. The parties acknowledge, understand and agree that:

i) The City is not directly responsible or liable for any Reimbursement Payment to Developer, other than to account for and pay to Developer sums received; and

ii) The City is not responsible in the event this Agreement is determined by a court of competent jurisdiction to be unenforceable.

**b)** No reimbursement from the Benefitted Property shall be due to Developer pursuant to this Agreement until:

i) The Improvements have been fully installed, inspected, and approved by the City;

ii) Developer has submitted documentation evidencing actual costs of the Improvements; and

iii) Such reimbursement is required by the terms of this Agreement and the Farmington City Code.

~~9.~~11. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars ($1,000,000) and naming the City as an additional insured.

~~10.~~12. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

~~11.~~13. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. The Developer is affirmatively permitted to assign this Agreement to a wholly owned subsidiary under the same parent company.

~~12.~~14. **Homeowner's or Commercial Building Owner's Association.** The Developer warrants and provides assurances that all landscaping not located on a Lot, private drives, and amenities, if any, located within the Project shall be maintained by a private association of homeowners, building owners, or a combination of the two. The association shall either be created for this ~~Property~~Project, or it shall be absorbed by another Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the association. The City shall have no maintenance responsibility in relation to the property owned by the association and shall only

plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection ~~20.b)~~22 of this Agreement, unless specifically terminated in writing.

~~13.~~15. **Onsite Improvements.** At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water, sewer and storm water drainage improvements sufficient for the development of the Project in accordance with City Code.

~~14.~~16. **Legal Rights.** The Developer is represented by counsel and has had an opportunity to receive advice from counsel on this matter. The Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-9a-532(2)(c)(i) of the Utah Code. The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement under section 10-9a-532(2)(c)(ii), and agrees to waive any objection to a condition of this Development Agreement pursuant to that subsection of Utah law.

~~15.~~17. **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: | Elite Craft Homes<br>P.O. Box 980<br>Farmington, UT 84025 |
| To the Owner: | Blake Bastian<br>7689 S. 1750 E.<br>South Weber, UT 84405<br><br>Barbara Fadel Living Trust<br>184 West State Street<br>Farmington, UT 84025 |
| To the City: | Farmington City<br>Attn: City Manager<br>160 South Main Street<br><br>Farmington, Utah 84025 |

~~16.~~18. **Default and Limited Remedies.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies

available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. In addition, the Parties have the following rights in case of default, which are intended to be cumulative:

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

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

**c)** The right to terminate this Agreement.

~~17.~~19. **Agreement to Run with the Land.** This Agreement shall be recorded against the Property as described in **Exhibit "A"** hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

~~18.~~20. **Vested Rights.** The Parties intend that this Agreement be construed to grant the Owner and Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Owner and Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

~~19.~~21. **Amendment.** The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

~~20.~~ **Termination**.

~~a) Notwithstanding anything in this~~This Agreement ~~to the contrary, it is agreed by the Parties that if the Project is not completed within five (5~~shall expire fifteen (15) years from the date of this Agreement, or ~~if~~ such time that Developer ~~does not comply with the City's laws and the~~

~~provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.~~

~~21.~~22. ~~Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 3, 0, and 6.d) of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which~~ has ~~not been fulfilled. Objections to termination under this subsection must be asserted in good faith~~recovered the costs specified in this Agreement, whichever comes first.

~~22.~~23. **Attorneys' Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

~~23.~~24. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

~~24.~~25. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

~~25.~~26. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

~~26.~~27. **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including

zone changes and the approval of associated development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such case, this Agreement is void at inception.

~~27.~~28. **Ethical Standards.** The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

~~28.~~29. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

~~29.~~30. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

~~30.~~31. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

~~31.~~32. **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.

~~32.~~33. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

~~33.~~34. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

~~34.~~35. **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.

~~35.~~36. **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

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

**"DEVELOPER"**

**Elite Craft Homes, LLC**

_____
By

_____
Its

STATE OF UTAH )
: ss.
COUNTY OF _____ )

On this ____ day of _____, 2024, personally appeared before me, _____, who being by me duly sworn, did say that the foregoing instrument was signed by him on behalf of Elite Craft Homes, LLC.

_____ Notary Public

**"OWNER"**
**Barbara Fadel Trust,**
**Dated December 30, 2021**

_____
Barbara Fadel
Trustee of the Barbara Fadel Trust, Dated December 30, 2021

_____
Erick R. Fadel
Trustee of the Barbara Fadel Trust, Dated December 30, 2021

_____
Kyle R. Fadel
Trustee of the Barbara Fadel Trust, Dated December 30, 2021

STATE OF UTAH )
: ss.
COUNTY OF _____ )

On this ____ day of _____, 2024, personally appeared before me, Barbara Fadel, Erick R. Fadel, and Kyle R. Fadel, who being by me duly sworn, did say that the foregoing instrument was signed by him/her as trustees of the Barbara Fadel Family Trust, Dated December 30, 2021.

_____ Notary Public

**“OWNER”**
**Blake Bastian**

_____
Blake Bastian

STATE OF UTAH )
: ss.
COUNTY OF _____ )

On this ____ day of _____, 2024, personally appeared before me, Blake Bastian, who being by me duly sworn, did say that the foregoing instrument was signed by him.

_____ Notary Public

**FARMINGTON CITY**

By _____
Brett Anderson, Mayor

Attest:

_____
DeAnn Carlile
City Recorder

STATE OF UTAH )
: ss.
COUNTY OF DAVIS )

On this ____ day of _____, ~~2023~~2024, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

_____ Notary Public

Approved as to Form:

_____
Paul H. Roberts
City Attorney

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**Davis County Parcel ID #07-028-0005**

Legal: BEG 4 FT 2 IN N OF SE COR OF LOT 5, BLK 9, PLAT A, FARMINGTON TS SURVEY, W 247.5 FT TO PT ON W SIDE OF SD LOT 5, DIST 4 FT 2 IN N FR SW COR OF SD LOT 5, N 77 FT, E TO PT ON 1ST W STR DISTANT 86 FT 2 IN N FR SE COR OF SD LOT 5, S 82 FT TO PT OF BEG. CONT. 0.451 ACRES.

**Davis County Parcel ID #07-028-0009**

Legal: ALL OF LOT 6, BLK 9, PLAT A, FARMINGTON TS SURVEY. CONT. 0.94 ACRES

**Davis County Parcel ID #07-028-0077**

Legal: BEG AT THE SE COR OF LOT 2, BLK 9, PLAT A, FARMINGTON TS SURVEY; & RUN TH N 330 FT TO THE NE COR OF LOT 3, SD BLK 9; TH W 156.4 FT, M/L; TH S 64.36 FT; TH N 89^10' E 3.4 FT; TH S 103.85 FT; TH E 6.5 FT; TH S 79.7 FT; TH S 89^55' W 125.50 FT TO THE E LINE OF A STR; TH S 82.06 FT ALG SD STR TO THE N LINE OF STATE STR; TH E ALG THE N LINE OF STATE STR 272.0 FT TO THE POB. CONT 1.38 ACRES

**EXHIBIT "B"**

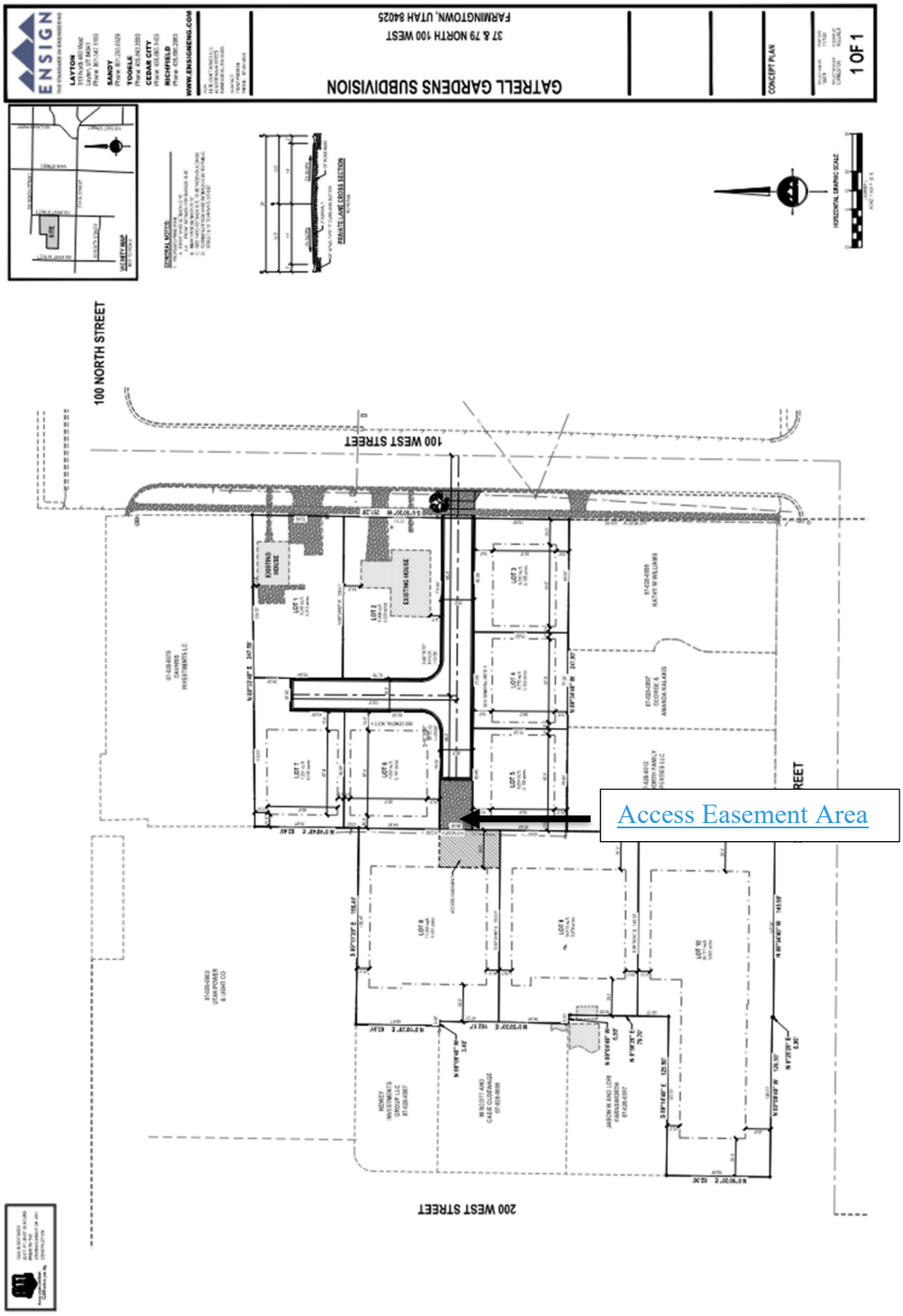
**Benefitted Property**

**Legal Description**

All of 'Parcel A' and 'Parcel B' of the Gatrell P.U.D. Subdivision.

## Exhibit "C"

**Schematic Subdivision Plans**



GATRELL GARDENS SUBDIVISION
37 & 39 NORTH 100 WEST
FARMINGTON, UTAH 84025
ENSIGN
1 OF 1
100 WEST STREET
200 WEST STREET
STATE STREET

# CITY COUNCIL AGENDA

BUSINESS

| | |
|---|---|
| AGENDA TITLE: | Code Text Change Proposal Related to ADU's – Multiple Sections of the Zoning Ordinance. |
| PRESENTED BY: | David Petersen |
| DEPARTMENT: | Community Development |
| MEETING DATE: | July 16, 2024 |

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160 S Main
Farmington Utah 84025

# CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council

**From:** David Petersen – Community Development Director

**Date:** 07/16/2024

**Subject:** Code Text Change Proposal Related to ADUs— Multiple Sections of the Zoning Ordinance (ZT-8-24)

## RECOMMENDATION

Move the City Council approve the enclosed enabling ordinance amending or enacting Sections 11-2-020, 11-28-200, 11-10-040, 11-11-060, 11-11-070, 11-13-050, 11-13-060, 11-17-050, and 11-32-060 of the Zoning Ordinance.

Findings:

1. The State of Utah and much of the country are experiencing an unprecedented housing shortage. Much is being done to provide affordable "for rent" units but little is being done to create affordable owner-occupied dwellings. The amendment enables opportunities to increase affordable "for sale" housing supply, and will provide low to moderate income households the possibility of realizing equity as part of their housing expenses.
2. The proposed changes support and implement objectives of the City's Affordable Housing Plan--an element of the General Plan.
3. Ownership will not impact the look and feel of Farmington's neighborhoods as renter occupied accessory dwelling units (ADUs) are already a permitted use in the City's agriculture and residential zones, and one cannot differentiate a "renter" from an "owner"; moreover, owner occupancy often enhances property values.
4. Utility and public service providers, the City Engineer, and City's Building Official have reviewed the amendments and found them consistent with standards and day-to-day operations of their respective entities.
5. Many of the changes clarify and/or memorialize long-held practices and interpretations by the City.

## BACKGROUND

On January 4, 2024, the Planning Commission discussed the possibility of code text changes to allow ownership of an ADU (Accessory Dwelling Unit) separate from the

ownership of the related single-family dwelling. In February the City Council had a similar discussion. On May, 9, 2024, the Commission established a sub-committee to review and draft such amendments, and this working group included City staff and two members of the City Council as well. The subcommittee met on May 20th and June 10th, and individual members (and others) also met numerous times one-on-one with staff during this time period to discuss specific changes. Then, on June 20, 2024, the entire Planning Commission reviewed all proposed changes by the subcommittee (and new/additional concepts by staff, but not vetted by the subcommittee) --this meeting also included a public hearing. The Commission then provided specific direction in preparation for its review of a final draft on July 11, 2024.

The enclosed enabling ordinance contains recommended changes reviewed by the Planning Commission, the sub-committee, the City Attorney, city staff, and others. The enabling ordinance also includes minor "tweaks" to other parts of the Zoning Ordinance to better implement standards proposed by the sub-committee and Planning Commission.

**Supplemental Information**

1. Enabling Ordinance
2. Illustrative DADU Scenarios 6.24.24

Respectfully submitted

David Petersen
Community Development Director

Review and concur

Brigham Mellor
City Manager

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

**AN ORDINANCE AMENDING SECTONS 11-2-020, 11-28-200, 11-10-040, 11-11-060, 11-11-070, 11-13-050, 11-13-060, 11-17-050, and 11-32-060 OF THE ZONING ORDINANCE RELATED TO ADUs. (ZT-8-24)**

**WHEREAS,** the Planning Commission held public hearings in which the text changes proposed to the Zoning Ordinance were thoroughly reviewed and has recommended that this ordinance be approved by the City Council; and

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

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

**Section 1. Amendment.** Sections 11-2-020, 11-28-200, 11-10-040, 11-11-060, 11-11-070, 11-13-050, 11-13-060, 11-17-050, and 11-32-060 of the Farmington City Zoning Ordinance are amended or enacted in their entirety as set forth in Exhibit "A" attached hereto and by the reference made a part hereof.

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

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

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 16th day of July, 2024.

**FARMINGTON CITY**

**ATTEST:**

_____
Brett Anderson, Mayor

_____
DeAnn Carlile, City Recorder

# EXHIBIT "A"

11-2-020: DEFINITIONS OF WORDS AND TERMS:

ACCESSORY DWELLING UNIT (ADU): A Detached Accessory Dwelling unit (DADU) or an Internal Accessory Dwelling Unit (IADU) both as defined herein.

DETACHED ACCESSORY DWELLING UNIT (DADU): A detached dwelling unit consisting of all or any part of ~~within an accessory~~ a detached accessory building~~,~~ to a single-family dwelling not physically connected in any way to the single-family dwelling which is ~~subordinate in area and height and is an~~ architecturally compatible to the ~~and integral part of a~~ neighborhood and single-family dwelling and located on the same lot, or on a DADU parcel.

INTERNAL ACCESSORY DWELLING UNIT (IADU): An attached dwelling unit within, or adding to, the footprint of a single-family dwelling and is architecturally compatible with the single-family dwelling and neighborhood ~~an architectural and integral part thereof~~.

DADU Parcel: A defined area of ground which contains only two lots, each with a dwelling, and which, if combined together as one lot, including the structures thereon, meets the building lot, building placement, building height, parking standards, or other requirements of the underlying zone.

11-28-200: ACCESSORY DWELLING UNITS (ADUs) ~~AND INTERNAL ACCESSORY DWELLING UNITS~~:

~~Accessory dwelling units (ADUs) and internal accessory dwelling units (IADUs) may be allowed as a permitted or conditional use in various zones as designated in this title.~~

A. Purpose: The purposes of this section and any rules, regulations, standards and specifications adopted pursuant hereto are:
   1. Minimal Impacts: To accommodate such housing in residential neighborhoods with minimal impacts on the neighborhood in terms of traffic, noise, parking, congestion, proximity to neighboring dwelling units, and compatible scale and appearance of residential buildings.

2. Decline In Quality: To prevent the proliferation of rental dwellings, absentee ownership~~,~~ ~~property disinvestment~~, Building Code violations and associated decline in quality of residential neighborhoods.
3. Terms And Conditions: To set forth standardized terms and conditions for ADUs ~~and IADUs~~ and procedures for review and approval of the same.

B. Applications ~~Permitted Use~~: ~~IADUs may be allowed as a permitted use as designated by the underlying zone(s) found in this title.~~ Applications for an ~~I~~ADU shall be submitted and reviewed by the Planning Department.

C. ~~Conditional~~ Allowed Use ~~Permit~~: ADUs may be an allowed use as ~~a conditional use as~~ designated by the underlying zone(s) found in this title. ~~Applications for an accessory dwelling shall be submitted and reviewed as a conditional use permit in accordance with chapter 8 of this title.~~

D. Standards: The following standards and conditions shall apply to all ADUs, and Detached Accessory Dwelling Units (DADUs) ~~and~~ or Internal Accessory Dwelling Units (IADUs) as specified, in addition to any terms and conditions of approval as imposed by the Planning Department or the Planning Commission during the permitted use, ~~or~~ conditional use permit, or subdivision process:
1. Location: An ADU ~~or an IADU~~ shall only be allowed as part of, or in conjunction with, a single-family dwelling, and DADUs shall meet the height and building footprint area standards of the underlying zone for accessory buildings ~~be subordinate in height and area to such single-family dwelling~~.
2. Number: A maximum of one ADU ~~accessory dwelling, either an ADU or an IADU~~ shall be allowed per single-family ~~home~~ dwelling except as provided for in subparagraph F below~~, not one of each~~. An ADU~~s and/or IADUs~~ shall contain no more than one dwelling unit.
3. Parking: At least one off-street parking stall shall be provided for the ADU ~~or IADU~~. Such parking stall must be in addition to all off street parking requirements for the primary

single-family dwelling on the lot and shall conform with the City parking standards specified in this title.

4. Design And Character: The ADU ~~or IADU~~ shall be clearly incidental to the single-family dwelling, ~~there should be no significant alteration to the exterior of the single-family dwelling to accommodate the ADU or IADU and such ADU or IADU~~ and shall not adversely affect the residential character of the surrounding neighborhood. An ADU ~~or IADU~~ shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.
5. Size: A ~~n~~ DADU ~~or IADU~~ shall be equal to or subordinate to the footprint of the original Single-family dwelling. An IADU shall be equal to or subordinate to the ~~in~~ floor area ~~to, or the remaining floor area, occupied by~~ of the original single-family dwelling.
6. Lot Size:
   a. The creation of an ~~ADU or~~ IADU is prohibited if the lot size containing the primary dwelling is less than six thousand (6,000) square feet ~~or less~~ in size.
   b. The creation of a DADU is prohibited if the lot containing the primary dwelling is less than ten thousand (10,000) square feet in size.
7. Construction Codes: The ADU ~~or IADU~~ shall comply with all Construction, Housing and Building Codes in effect at the time the ~~secondary dwelling~~ ADU is constructed and shall comply with all procedures and requirements of the City building regulations.
8. Foundation: The ADU must be adequately installed and secured to a permanent concrete foundation in accordance with the building codes, as adopted and amended by the city.

~~8~~9. Occupants: The ADU ~~or IADU~~ shall be occupied exclusively by one family.

~~9~~10. ~~Ownership~~Occupancy: Either the single-family dwelling or the ADU ~~accessory dwelling (ADU or IADU)~~ shall be owner occupied.

11~~0~~. Temporary Absentee Ownership:

   a. Temporary absentee property ownership may be allowed due to ~~unforeseen~~ circumstances, such as military assignments, employment commitments, family obligations and quasi-public service.
   b. Notwithstanding the foregoing, the maximum time period allowed for temporary absentee property ownership shall not exceed ~~four (4) years~~ twelve (12) months.

In the event such temporary absentee property ownership occurs, the property owner may rent both the ADU ~~accessory dwelling (ADU or IADU)~~ and the primary dwelling to unrelated third parties as defined herein.

c. The zoning administrator may extend the twelve (12) month temporary absentee owner period when the property owner can provide sufficient evidence that the circumstances justifying the exception will last longer than one year. The zoning administrator may not authorize a temporary absentee ownership unless the application includes a definite termination date of the temporary absence.

d. An unrelated third party is any person who is not related to the primary owner of a dwelling within 3 degrees of consanguinity.

e. This subsection does not prohibit the occupation of a primary dwelling or ADU by a related party, or a domestic partner of the property owner, during a period of the property owner's absence.

1~~1~~2. Notice Of ADU ~~Or IADU~~: Farmington City may record a notice in the office of the Davis County Recorder on the lot in which the ADU ~~or IADU~~ is located. The notice shall include:

a. A statement that the lot contains an ADU ~~or an IADU~~; and

b. A statement that the ADU ~~or IADU~~ may only be used in accordance with the City's regulations.

The City shall, upon recording the notice deliver a copy of the notice to the owner of the ADU ~~or IADU~~.

E. Site Development: Upon consideration of approval of a permitted use, or a conditional use permit, for an ADU ~~accessory dwelling (ADU or IADU)~~, an application for site development shall be submitted in accordance with the provisions of chapter 7 of this title.

F. DADU Ownership: The DADU owner may be different or the same as the owner of the single-family dwelling, including but not limited to a lot split. The DADU owner may own or acquire an interest in the DADU where such interest is memorialized in a writing~~,~~ that it is a legally enforceable and binding instrument fully describing the legal obligations between the owner of the single-family dwelling and the owner/proposed owner or interest holder as well as their respective successors in interest in the DADU in such a form and manner as

will run with the land. Such instrument shall be in recordable form and shall be recorded with the office of the county recorder as a condition of issuance of any building permit or certificate of occupancy by the city. Ownership may include transfers to successors in interest to the original owner where the original owner retains ultimate control of the DADU such as to a wholly owned corporation or living trust where the owner is both grantor and trustee and the like. All such instruments must be approved by the city attorney as to form and content prior to recordation. Standards for any such DADU created under this Section are as follows:

1. SSF: A Subordinate Single-Family dwelling (SSF) is a DADU held in separate ownership from owner of the single-family dwelling, which ownership includes ~~separate~~ land separate from ~~for~~ the DADU.
2. DADU Parcel: An SSF and a single-family dwelling shall comply with the definition of a DADU parcel.
3. Land Use Approvals/Permits: Any subdivision and building permit necessary to enable an SSF must follow the building code, the city's subdivision process, and other rules and regulations of the Farmington City Code.
4. Separate Utilities Required: As part of the subdivision and building permit process, the owner of a DADU shall provide separate culinary water and sewer laterals, and other utilities (and if necessary a separate connection for secondary water), as well as customary metering, prior to occupancy of the SSF, and shall provide easements acceptable to the City for the same prior to or concurrent with the recordation of the subdivision. In the event separate utilities for the DADU are not installed, or approved by any or all respective service providers, the owner of the single-family dwelling shall not offer the DADU for sale as an SSF and the city shall not approve the subdivision of the property.
5. Parking and Access Easements: If an SSF lot frontage on public or private right-of-way is not wide enough to accommodate parking or pedestrian access, of if an SSF lot has no frontage, the owner of the single-family dwelling lot shall provide parking and pedestrian access easements, acceptable to the city, to the owner of the SSF prior to or concurrent with the recordation of the subdivision.

6. Certificate of Occupancy: A property owner, or the City, shall not record a subdivision to enable an SSF until the City has issued a certificate of occupancy for the SSF.
7. SSF Occupancy: An SSF must be owner occupied for two (2) years upon initial separation of ownership from the single-family dwelling regardless if such two (2) years is interrupted by an allowed temporary absentee ownership time period set forth herein, and all instruments recorded against the property to implement the separation shall require the same standard. Initial separation shall mean for purposes of this part the date upon which the initial owner of the single-family dwelling divests or sells a fee simple interest in the DADU creating the SSF.
8. Number of Permissible Dwelling Units:
    a. An SSF shall contain no more than one dwelling unit, and shall not have a DADU or an IADU.
    b. A Single-Family Dwelling which is essential to the creation of an SSF shall not have an DADU, but may have an IADU. In the event this occurs, the lot size for the SSF must be greater than or equal to two thousand five hundred square feet (2,500 sq. ft.) in area, the lot size for the Single-family dwelling must be greater than or equal to six thousand square feet (6,000 sq. ft.) in area, and the size for the DADU parcel must be greater than or equal to ten thousand square feet (10,000 sq. ft.) in area.

**11-10-040: LOT AREA, WIDTH, AND SETBACK STANDARDS:**

H. Accessory Buildings And Structures:

1. a. Accessory buildings, except those listed in subsection H2 of this section, shall be separated from the main building by a distance in compliance with applicable Building Codes, shall be at least five feet (5') from all property lines, shall not encroach on any recorded easement.

b. Notwithstanding the foregoing, the City may approve accessory buildings with standards for the same as set forth in Chapter 11 of this Title (and exceptions allowed in that Chapter) ~~so long as such buildings are subordinate in height and area to the main building, are no taller than fifteen feet (15') in height (as allowed in chapter 11)~~, and comply with lot coverage standards herein.

2. Accessory buildings shall not be located in the required front yard. Accessory building located to the rear or side of the main building shall not occupy more than twenty five percent (25%) of the required rear yard or thirty three percent (33%) of a required side yard; when located in the front yard, but not the required front yard, accessory buildings shall not occupy more than twenty-five percent (25%) of that area.

3. No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten feet

(10') to any side or rear boundary line or fifty feet (50') to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures.

4. Equipment or materials stored or located in accessory buildings, yards or structures in AE Zones shall be permitted only for the personal use of the occupants of the property. No such storage or use related to a nonagricultural commercial business shall be allowed.

5. Accessory buildings which contain or constitute an accessory dwelling unit shall, without exception, be subordinate in height and ~~area~~ footprint to the main building.

I. Transmission Towers: Transmission towers, except as specified in section 11-28-190 of this title, shall be set back from all property lines a distance equal to the height of the tower plus thirty feet (30').

**11-11-060: ACCESSORY BUILDINGS AND STRUCTURES:**

A. Location: Accessory buildings, except those listed in subsection B of this section:

1. Shall be separated from the main building by a distance in compliance with applicable building codes;

2. Cannot encroach on any recorded easement;

3. Must be located at least fifteen feet (15') from any dwelling on an adjacent lot;

4. Accessory buildings located to the rear or side of the main building shall not occupy more than twenty five percent (25%) of the required rear yard or thirty three percent (33%) of the required side yard;

5. Accessory buildings shall, without exception, be subordinate in footprint ~~area~~ to the main building.

6. Any eave, or part of an Accessory building, shall not overhang or extend past a property line.

7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is of the same general design or style as and comparable in excellence of quality and construction to the main building, and in no event shall the accessory building encroach into the required front yard or required side corner yard.

B. Animal Shelters And Similar Structures: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten feet (10') from any side or rear property line and fifty feet (50') from any public street or from any dwelling on an adjacent property.

C. Double Frontage Lots: On double frontage lots, accessory buildings shall be located not less than twenty five feet (25') from each street upon which the lot has frontage.

1. Exception: An accessory building which is less than ten feet (10') in height and two hundred (200) square feet in ground floor area may be located in a rear yard fronting a street so long as that yard does not abut the front yard of a neighboring property. The ten feet (10') shall be measured to the peak of a pitched roof. An accessory building located in the rear yard with street frontage shall be screened from view of the right of way by a visual barrier fence or landscaping.

**11-11-070: BUILDING HEIGHT:**

A. Main Buildings:

1. Main buildings shall not exceed twenty seven feet (27') in height; unless the Planning Commission approves an increased height after review of a special exception application filed by the property owner per section 11-3-045;

2. No dwelling or structure shall contain less than one story.

B. Accessory Buildings Or Structures (which does not include fences):

1. Accessory buildings or structures shall not exceed fifteen feet (15') in height unless an increased height is approved by the planning commission after review of a special exception application filed by the property owner per section 11-3-045.

2. Accessory buildings within one foot (1') of a side property line located in the side yard or front yard shall be limited to ten feet (10') in height and an increase in height of one (1') may be allowed for each additional foot setback from the side property, but not to exceed the maximum height for such buildings unless as otherwise provided herein.

3. Accessory buildings shall, without exception, be subordinate in height to the main building, unless the main building is less than fifteen feet (15') in height.

**11-13-050: ACCESSORY BUILDINGS AND STRUCTURES:**

A. Location: Accessory buildings, except those listed in subsection B of this section:

1. Shall be separated from the main building by a distance in compliance with applicable building codes;

2. Cannot encroach on any recorded easement;

3. An accessory building shall not be located closer than five feet (5') from a side or rear property line unless a special exception is approved by the Planning Commission to reduce these setbacks in accordance with section 11-3-045;

a. Exception: An accessory building which is less than ten feet (10') in height and under two hundred (200) square feet in ground floor area may be located within a side and/or rear yard closer than five feet (5') to a side property line so long as it complies with the other provisions of this Section.

4. Accessory buildings located to the rear or side of the main building shall not occupy more than twenty five percent (25%) of the rear yard or thirty three percent (33%) of the side yard;

5. Accessory buildings shall, without exception, be subordinate in footprint ~~area~~ to the main building.

6. Any eave, or part of an Accessory building, shall not overhang or extend past a property line.

7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is of the same general design or style as and comparable in excellence of quality and construction to the main building, and in no event shall the accessory building encroach into the required front yard or required side corner yard beyond the nearest corner of the main building.

B. Animal Shelters And Similar Buildings: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not closer than ten feet (10') from any side or rear property line and fifty feet (50') from any public street or from any dwelling on an adjacent property.

C. Double Frontage Lots: On double frontage lots, accessory buildings shall be located not less than twenty five feet (25') from each street upon which the lot has frontage.

**11-13-060: BUILDING HEIGHT:**

A. Main Buildings:

1. Main buildings shall not exceed twenty seven feet (27') in height.
2. No dwelling structure shall contain less than one story.

B. Accessory Buildings Or Structures (which does not include fences):

1. Accessory buildings or structures shall not exceed fifteen feet (15') in height unless an increased height is approved by the planning commission after review of a special exception application filed by the property owner.

2. Accessory buildings within one foot (1') of a side property line located in the side yard or front yard shall be limited to ten feet (10') in height and an increase in height of one (1') may be allowed for each additional foot setback from the side property line, but not to exceed the maximum height for such buildings unless as otherwise provided herein.

3. Accessory buildings shall, without exception, be subordinate in height to the main building, unless the main building is less than fifteen feet (15') in height.

**11-17-050: ACCESSORY BUILDINGS AND STRUCTURES (INCLUDING ATTACHED OR DETACHED GARAGES):**

A. Location: Accessory buildings, except for those listed in subsection C of this section, may be located within one foot (1') of the side or rear property line, provided they are at least six feet (6') to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard~~, and accessory buildings shall, without exception, be subordinate in height and area to the main building and shall not encroach into the front yard and required side corner yard~~. An accessory building which contains an ADU shall be located a minimum of five feet (5') from a side or rear property line unless a special exception is approved by the Planning Commission to reduce these setbacks in accordance with section 11-3-045.

a.

b. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is of the same general design or style as and comparable in excellence of quality and construction to the main building, and in no event shall the accessory building encroach into the required front yard or required side corner yard beyond the nearest corner of the main building.

B. Footprint and Height ~~Size~~: All accessory buildings shall, without exception, be subordinate in height, unless the main building is less than fifteen feet (15') in height, and subordinate in footprint ~~lot coverage~~ to the main building.

C. Animal Shelters And Similar Buildings: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not closer than ten feet (10') from any side or rear property line and eighty feet (80') from any public street or from any dwelling on an adjacent property (exceptions to these setback requirements may be reviewed by the planning commission as a special exception).

D. Double Frontage Lots: On double frontage lots, accessory buildings shall be located not less than twenty five feet (25') from each street upon which the lot has frontage.

E. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:

1. Notwithstanding subsection A, a garage shall not encroach into the front yard, side corner yard, or any other yard, except side yards and the rear yard, of the building lot, with the exception that if a garage currently does not exist on the property and one could not fit within

the side or rear yard, then a garage may encroach into the side corner yard, but not the required side corner yard, provided that it is designed so as to be an architectural and integral part of the main dwelling.

2. Attached garages constructed even with the front setback line, or that are set back (or recessed) from the front setback less than a distance equal to half the depth of the main building shall comprise no more than thirty three percent (33%) of the front plane of the home on lots greater than eighty five feet (85') in width, and up to forty percent (40%) on lots less than eighty five feet (85') in width if for every percentage point over thirty three percent (33%) the garage is set back (or recessed) an additional one foot (1') behind the front plane of the home. Side loaded garages where windows, openings and fenestration of the front facade thereof are consistent with such features of the main building and where the garage door does not face the street are an exception to this standard.

3. All garages, unless otherwise provided herein, shall be considered as a permitted use.

4. Garages must be compatible and consistent with existing garages in the area. The placement of garages in the general vicinity and on adjoining properties with respect to setbacks and the position of existing garages in relation to the main buildings will be a consideration in determining site plan approval for new garages. Property owners may be asked to provide information regarding such during the building permit application review process. (Ord. 2007-18, 3-6-2007; amd. Ord. 2015-11, 3-17-2015; Ord. 2023-42, 7-18-2023; Ord. 2023-44, 7-18-2023; Ord. 2023-55, 9-19-2023)

**11-32-030: GENERAL PROVISIONS:**

D. Tandem Parking: Tandem parking shall not be allowed, except for single-family and two-family dwellings.

E. Parking In Front Yard or Side Corner Yard: No portion of a front yard or side corner yard shall be used for parking, except for the paved or gravel driveway area. No portion of a front yard or side corner yard, other than driveways leading to a garage or properly designated parking space, shall be paved or graveled to encourage or make possible the parking of vehicles thereon.

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

A. Ingress And Egress: Adequate ingress and egress to all uses shall be provided as follows:

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 front yard or required side corner yard. Tandem parking on a residential driveway leading to a properly designated parking space contributes to the number of parking spaces required for a single- or two-family dwelling. Additional driveway width for access to a rear yard, for more than three (3) properly designated parking spaces, or for multiple-family residential developments, or for a different location of a properly designated parking space than set forth herein, may be reviewed by the planning commission as a special exception. Residential driveways shall be designed at a width which is the minimum necessary to provide adequate access to designated parking spaces.

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.

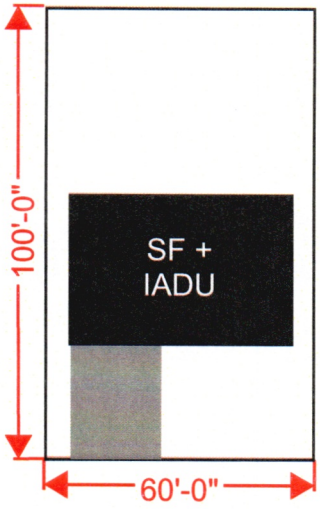
4. Driveways shall not exceed a slope of fourteen percent (14%).

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.

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.

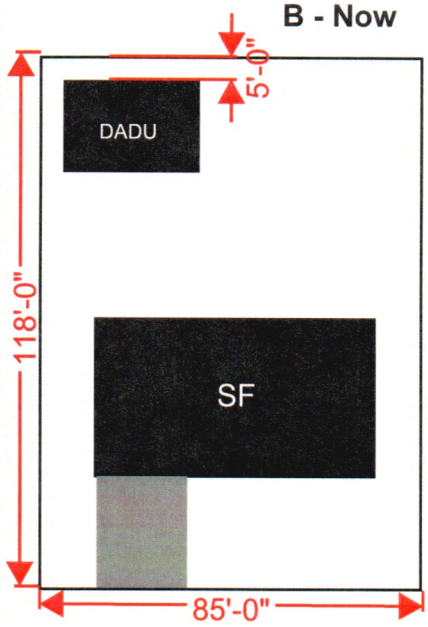
## A - Now




-Owner must live on-site.

- Lot size ≥ 6,000 sq. ft.

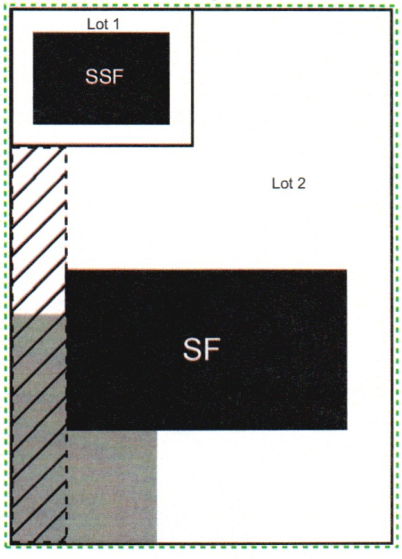
## B - Now




-Owner must live on-site.

- Lot size ≥ 10,000 sq. ft.

## C - Proposed



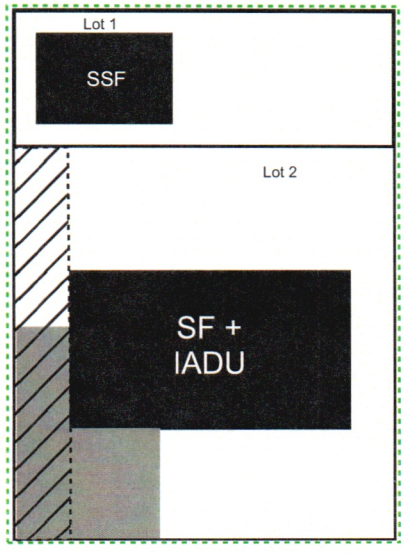

- Absentee Owner
Lot 1: After 2 years
Lot 2: Allowed

- DADU parcel

≥ 10,000 sq. ft.

- Access, Utility, and Parking Easement

## D - Proposed




- Absentee Owner
Lot 1: After 2 years
Lot 2: Owner must live on-site.

- Size
Lot 1: ≥ 2,500 sq. ft.
Lot 2: ≥ 6,000 sq. ft.

- DADU parcel

≥ 10,000 sq. ft.

- Access, Utility, and Parking Easement

# CITY COUNCIL AGENDA

## SUMMARY ACTION

1. Consideration for additional text and changes to Title 12 Subdivision Regulations

2. Approval of Minutes for 07-09-24

160 S Main
Farmington Utah 84025

# CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council

**From:** Lyle Gibson – Assistant Community Development Director

**Date:** 7/16/2024

**Subject:** Consideration for additional text and changes to Title 12, Subdivision Regulations, designating the land use authority over Subdivision Plat Amendments. **(ZT-9-24).**

## RECOMMENDED MOTION

**Move that the City Council approve the proposed changes to Title 12, Subdivision Regulations.**

**Findings:**

1. **The following findings are restated within the enabling ordinance:**
    a. **The proposed changes clarify which responsibilities remain with city staff within the Chapter that originally stated within its purpose that the processes within were administrative processes which would be approved by the zoning administrator.**
    b. **Enabling the Planning Commission to review subdivision plat amendments will allow for additional oversite in a public format for the separation of ownership of detached accessory dwellings or other simple conventional lots splits which comply with ordinance requirements.**
    c. **The City Council will remain the authority over amendment proposals where changes to easements or rights of way which are generally owned by the City are considered.**

**BACKGROUND**

**In consideration of a changes to the ordinance which would allow for potential ownership of detached accessory dwelling units, city staff has been reviewing process and is proposing changes to the Subdivision Plat Amendment approval process to more appropriate facilitate this pending consideration and other common requests.**

**The ordinance designates authority for dealing with Subdivision Plat Amendments which to date has not been identified within Farmington City Code. The city has simply followed process identified by the state and without having designated otherwise, has defaulted the authority to the City Council in all cases where a Subdivision Plat is amended. The proposed ordinance designates authority to city staff, the Planning Commission, and City Council differently depending on what is being proposed.**

**This proposed text has been updated for clarification per feedback from the City Council after the public hearing on 7/2/2024.**

**Respectfully submitted,**

**Lyle Gibson**
**Assistant Community Development Director**

**Review and concur,**

**Brigham Mellor**
**City Manager**

**Supplemental Information**

a. **Enabling Ordinance**

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

**AN ORDINANCE AMENDING TITLE 11-12, SUBDIVISIONS, UPDATING THE PROCESS BY WHICH SUBDIVISION PLAT AMENDMENTS ARE CONSIDERED. (ZT-9-24)**

**WHEREAS,** the Planning Commission has held a public hearing in which the text changes proposed for Title 12 were reviewed and has recommended that this ordinance be approved by the City Council; and

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

**WHEREAS**, the proposed changes clarify which responsibilities remain with city staff within the Chapter that originally stated within its purpose that the processes within were administrative processes which would be approved by the zoning administrator; and

**WHEREAS**, enabling the Planning Commission to review subdivision plat amendments will allow for additional oversite in a public format for the separation of ownership of detached accessory dwellings or other simple conventional lots splits which comply with ordinance requirements; and

**WHEREAS**, the City Council will remain the authority over amendment proposals where changes to easements or rights of way which are generally owned by the City are considered;

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

**Section 1. Amendment.** Section Chapter 12-7 of the Farmington City Zoning Ordinance is amended in as shown in Exhibit "A"

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

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

**PASSED AND ADOPTED** by the City Council of Farmington City, State of Utah, on this 10th day of July, 2024.

**FARMINGTON CITY**

**ATTEST:**

_____
Brett Anderson, Mayor

_____
DeAnn Carlile, City Recorder

# EXHIBIT A

## CHAPTER 7
## LOT CONSOLIDATION, BOUNDARY ADJUSTMENT, AND PLAT AMENDMENTS

### 12-7-010: PURPOSE:
This chapter is intended to outline the process by which ~~allow~~ the consolidation of lots or adjustments of boundaries ~~on~~ between lots within the city ~~through~~ is permitted ~~an administrative process approved by the zoning administrator~~.

### 12-7-020: WHEN PERMITTED:
A. Lot Consolidation: Two (2) abutting lots located within the same platted subdivision may be consolidated into a single lot if they share a common boundary and a common owner. Likewise, two (2) abutting metes and bounds parcels may be consolidated into a single lot if they share a common boundary and a common owner. The zoning administrator shall act as the Land Use Authority when considering a Lot Consolidation.

B. Boundary Adjustment: Two (2) abutting lots or parcels within the city may have their boundary adjusted if they share a common boundary and consent of both property owners is established by the applicant. The zoning administrator shall act as the Land Use Authority when considering a Boundary Adjustment.

C. Plat Amendment: The shared common boundary between two (2) or more abutting lots on one or more recorded plats may be adjusted on the records of the county.

Land use approvals established in section 12-7-090 are required for all plat amendments. A Plat amendment may involve lots in adjacent subdivisions, or parcels outside of a platted subdivision as part of the amendment.

### 12-7-030: PROPERTY BOUNDARY UNAFFECTED:
A. Unless otherwise provided by Utah or Davis County law, lot consolidation and boundary adjustments under this chapter that are made to platted lots shall not have the effect of adjusting any property boundary in the records of the county.

B. The application shall provide a notice to an applicant that property boundaries for platted lots are not affected by lot consolidation or boundary adjustments, which may impact the owner's ability to construct improvements on the adjusted lots.

### 12-7-040: APPLICATIONS:
A. An applicant wishing to either combine two (2) lots, or to adjust a boundary between two lots or parcels, shall submit an application to the city planner on a form approved by the city. The application shall provide proof of ownership of both lots. At the time the application is submitted, the applicant shall pay the required application fee, as set forth in the city's consolidated fee schedule.

B. For boundary adjustments, the application must be accompanied by a survey and legal descriptions of the parcels with adjusted boundaries. The applicant shall also present proof of ownership for properties, with an executed and notarized consent to the boundary adjustment for each property.

**12-7-050: REVIEW:**
The city planner shall review the application for completeness, which review shall not exceed thirty (30) days. The applicant shall be notified as soon as practicable if the application is not accompanied by the required documentation. At the conclusion of the review period, the zoning administrator shall render a decision on the application.

**12-7-060: LOT CONSOLIDATION RESTRICTIONS:**
A lot consolidation under this chapter shall not:

A. Combine two (2) lots that do not share a common boundary line;

B. Combine two (2) lots that are platted on different subdivision plats;

C. Extinguish or modify any easements of record; or

D. Create any new lots.

**12-7-070: BOUNDARY ADJUSTMENT RESTRICTIONS:**
A boundary adjustment under this chapter shall not:

A. Completely eliminate a lot;

B. Result in a lot that does not conform to zoning or lot regulations of the city;

C. Extinguish or modify any easements of record; or

D. Create any new lots.

**12-7-080: STATEMENT OF APPROVAL:**
A. Upon approval of the application, the applicant shall submit to the city such proposed deeds or records that will accomplish the lot combination or boundary adjustment.

B. The Cc~~c~~ity p~~P~~lanner shall review such submissions to assure they conform to the representations made in the application, and submit it to the zoning administrator for approval.

C. Upon approval, the zoning administrator shall sign a statement to be attached to the deeds reflecting the city's approval of the L~~l~~ot ~~combination~~ Consolidation or ~~boundary~~ Boundary ~~adjustment~~Adjustment.

**12-7-090: PLAT AMENDMENTS:**
Process: Applications for an amendment to a Subdivision Plat under Part B of this Section shall be considered as outlined by Utah State Code Sections 10-9a-608 and 10-9a-609, and are subject to the following land use authority designations~~.~~:

A. Administrative Review: The zoning administrator shall act as the Land Use Authority for applications seeking only to consolidate lots or adjust common lot boundaries.

a. ~~Process: Applications for an amendment to a Subdivision Plat shall be considered as outlined by Utah State Code Sections 10-9a-608 and 10-9a-609.~~

B. ~~Land Use Authority~~Planning Commission Review: The ~~City Council~~Planning Commission shall act as the Land Use Authority for applications that include the creation of a new lot, if the lot meets current standards identified in the ordinance or a previously approved agreement, but in which no change is proposed to a common area, existing easement, or

right-of-way, whether public or private.

~~B.~~C. Council Review: The City Council shall act as the Land Use Authority for applications that include any proposed modifications to a common area, existing easement, or right-of-way, whether public or private. The City Council shall also review applications that involve the creation of lots with standards which vary from prior agreements or current land use regulations.

**FARMINGTON CITY – CITY COUNCIL MINUTES**

**July 2, 2024**

## WORK SESSION

Present:

*Mayor Brett Anderson,*
*City Manager Brigham Mellor,*
*Mayor Pro Tempore/Councilmember Alex Leeman,*
*Councilmember Roger Child,*
*Councilmember Scott Isaacson,*
*Councilmember Melissa Layton,*
*City Attorney Paul Roberts,*
*City Recorder DeAnn Carlile,*
*Recording Secretary Deanne Chaston,*
*Community Development Director Dave Petersen,*
*Assistant Community Development Director/City Planner Lyle Gibson,*
*City Planner/GIS Specialist Shannon Hansell, and*
*City Lobbyist Eric Isom.*

Mayor **Brett Anderson** called the work session to order at 6:08 p.m. Councilmember **Amy Shumway** was excused.

### COMMUNITIES THAT CARE PRESENTATION

**Tonya Schilling**, prevention specialist, with Davis Behavioral Health, presented this agenda item. She is the Communities That Care (CTC) coordinator, including the Central 3 CTC representing Farmington, Kaysville, and Fruit Heights. Their vision and mission is to prevent substance abuse using local data; develop a plan to help the youth; prioritize mental health; help youth make informed decisions regarding substance abuse through community engagement, family support, and educational endeavors. CTC provides opportunities to engage with the community and assist families with their needs. The CTC builds a foundation, structure, and action plan.

**Jaynee Poulson**, was recently nominated as the chair of the coalition. She is uniquely qualified for the position, as she worked as a prevention specialist while working on her Master's degree. Years ago she worked on bringing the CTC into schools and analyzing data. She has had children graduate from both Park City High School and Farmington High School. She learned a valuable lesson when she organized a substance abuse panel while on the Park City PTA, only for four parents to show up. Two months later, two high school students overdosed on pink, and it was standing room only for an emergency parent meeting. It taught her that there is willingness to respond to a crisis, but unwillingness to work on prevention.

The Utah Student Health and Risk Prevention (SHARP) survey is designed to assess adolescent substance use, anti-social behavior, and the risk and protective factors that predict these adolescent behaviors. It is a treasure trove of information providing comprehensive information about drinking, tobacco use, frequency of sitting down to have dinner with family, school safety, etc. The answers are anonymous and layered, or asked five different ways, so that respondents don't' lie.

In Farmington the survey has shown risk factors such as a low commitment to school, depressive symptoms, bullying, and perceived parental attitudes toward anti-social behavior. Priority

protective factors include prosocial involvement in the peer/individual domain, and rewards for prosocial involvement and behavior in the community domain. The Davis School District has one of the highest opt-out rates, meaning parents are asking that their children not take the SHARP survey.

**Shilling** said the CTC needs help from the City Council and other community and business leaders to support youth by serving on the CTC board and coalition groups to work on initiatives collaboratively. They want champions to spread the word of who CTC is and what they do. Davis County SHARP data is open to everyone, and information can also be obtained on an individual school level.

City Councilmember **Melissa Layton** said compared to others in Davis County, Farmington is high in drinking alcohol in the home. Farmington is fortunate to have a police officer attend CTC meetings. Farmington could use its connections to Lagoon to provide messaging and as part of a parents empowered campaign. The City could also provide parks and meeting spaces to the CTC. She mentioned the City Council's efforts to recognize youth each month during their Council meetings.

**Poulson** said it does no good to speak out on substance abuse if local needs are not being directly addressed. She has lived in Farmington for 11 years, and used to practice treatment as a doctor. She can see through a parent lens and also see the behavior of a parent modeled by a child. The data shows there is no accountability or consequences. Parents need to be educated and see education as a priority, not call in to excuse piles of absences for their children. The data shows social hosting, or wanting to be liked instead of respected. There is a lot of anxiety and depression. Kids want to get good grades, but they are not getting life skills.

**JACK IN THE BOX PRESENTATION**

**Mike Williamson**, FSC Development LLC; **Spencer Greer**; and **Chris McCandless** addressed the Council. **Williamson** said they are proposing a Jack in the Box fast food restaurant at the intersection of Burke Lane and Innovator. The drive thru would be to the back of the building to keep it off the street. He is asking the Council for straight forward feedback before they go through the process of asking for approval.

**Greer** spoke on market conditions, saying the restaurant looks at traffic counts when deciding where to locate, not income. Being in the right place with enough traffic and vibrancy is what counts. In this location, traffic will be funneled down on the east side of the freeway. A lot of people will be going to and from work, and there are not a lot of convenience establishments in that area. There are other amenities close by that are a regional pull, and it is easy to get on and off the freeway. Jack in the Box is a national name that people will recognize.

Farmington is one of the most narrow cities in the State, so the demographics never show well. In this case, it is anticipated that traffic will catch here in a funnel, especially with the new planned interchange. Some restaurant sales in Farmington have been underwhelming, but growth is anticipated in the next five years. With Wasatch, Evergreen, and the future Weber State University (WSU) nearby, Jack in the Box will likely do well. They are trying to create an urban fast food restaurant with a walkable store front for to-go orders.

Community Development Director **Dave Petersen** said the building needs to meet Farmington's form and build-to line. Their Development Agreement has a paragraph that allows commercial

uses in the area, but it may not allow a drive thru. The paragraph reads: "The property at the corner of Burke and Commerce shall not be restricted to office or supporting retail use, but shall be commercial use as defined in the zoning ordinance of the City." **Greer** said fast food is therefore permitted, but a drive thru is not.

Councilmember **Scott Isaacson** said when he served on the Centerville Planning Commission years ago, they approved a Taco Bell and then a Del Taco a month later right next door. At first he didn't understand, but then learned it works that way. When Lonestar Saloon and Steak House along the frontage road became Centerville's first sit-down restaurant, he saw that it didn't last long because there were no other restaurants around it. In this case, he hopes that there won't be more fast food restaurants close to this Jack in the Box. It is not the best use of that property. He doesn't feel there will be enough WSU students to support it. He had hoped to only have nice, sit-down restaurants in that part of town. It is not a good location or fit for any kind of fast food.

**Greer** said McDonald's is 1.5 blocks away. Councilmember **Alex Leeman** said it is not line of site. **Isaacson** said more fast food closer to McDonald's is fine. **Williamson** said the 0.83-acre site is not a size conducive to a sit-down restaurant.

Councilmember **Roger Child** said he is not opposed to a Jack in the Box or a drive thru there. The free-standing 0.83-acre pad is too small to do anything. He is not opposed to having a mix of restaurants. Co-existence is a general draw, something "Restaurant Row" in Layton is notorious for. He hates to see a commercial pad sit vacant forever.

**Greer** said as a Jack in the Box franchisee, they know it is green. There is some hope, especially with the future of the STACK development and the County's Western Sports Park (WSP). This site has a few problems such as medians on each lane, forcing a right-in and right-out that is not easy to navigate, and the franchisee knows this. They plan to orient the drive thru access on Burke Lane and Commerce. There is not a lot of food uses coming in right now. This is not a location for people pulling off the freeway to get food. It is for people living and working in the area. It fits in with community members' regular use.

He said ground-floor retail on apartment buildings is the worst kind of development to ever happen because Utahans don't live in a walkable community; nobody wants to. Ground-floor retail is vacant in Salt Lake City right now. It is becoming more walkable, but it has been a struggle.

**Leeman** said the Sego project is great, as is the Wasatch property. The Evergreen project kitty corner to this proposed use will be nice and high-end. With that in mind, he was hoping for something more classy than a Jack in the Box. It seems fast food is a step down from the surrounding projects. He would love to see a project support the surrounding residential rather than the drive-by consumer. **Isaacson** agreed. **Williamson** said he appreciated the feedback.

**CLOSED SESSION**

Present:

*Mayor Brett Anderson,*
*City Manager Brigham Mellor,*
*Mayor Pro Tempore/Councilmember Alex Leeman,*
*Councilmember Roger Child,*
*Councilmember Scott Isaacson,*
*Councilmember Melissa Layton,*
*City Attorney Paul Roberts,*
*City Recorder DeAnn Carlile,*
*Recording Secretary Deanne Chaston,*
*Community Development Director Dave Petersen, and*
*Assistant Community Development Director/City Planner Lyle Gibson.*

***Motion:***

At 6:52 p.m., Councilmember **Scott Isaacson** made the motion to go into a closed meeting for the purpose of acquisition or sale of real property.

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

| | |
|---|---|
| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

Sworn Statement

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

_____

**Brett Anderson**, Mayor

***Motion:***

At 7:04 p.m., Councilmember **Layton** made the motion to reconvene to an open meeting.

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

| | |
|---|---|
| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

**REGULAR SESSION**

Present:

*Mayor Brett Anderson,*
*City Manager Brigham Mellor,*
*Mayor Pro Tempore/Councilmember Alex Leeman,*
*Councilmember Roger Child,*
*Councilmember Scott Isaacson,*
*Councilmember Melissa Layton,*
*City Attorney Paul Roberts,*
*City Recorder DeAnn Carlile,*
*Recording Secretary Deanne Chaston,*
*Community Development Director Dave Petersen,*
*Assistant Community Development Director/City Planner Lyle Gibson, and*
*City Planner/GIS Specialist Shannon Hansell.*

**CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:07 p.m. Councilmember **Amy Shumway** was excused.

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

**PRESENTATION:**

**Paul and KayLynn White as Festival Days Parade Grand Marshals**

Event Coordinator **Tia Uzelac** presented **Paul White** as this year's Festival Days Parade Grand Marshal. **Paul** has been serving Farmington since he was literally 7 years old. For the past half century, at least one member of the **White** family has worked for Farmington. City Recorder **DeAnn Carlile** swore **White** in, and **Uzelac** gave him a certificate and first place medal.

**PUBLIC HEARINGS:**

**Consideration for additional text and changes to Title 12, Subdivision Regulations, designating the land use authority over Subdivision Plat Amendments**

Assistant Community Development Director/City Planner **Lyle Gibson** presented this agenda item. In consideration of changes to the ordinance that would allow for potential ownership of Detached Accessory Dwelling Units (DADU), City Staff has been reviewing the process and is proposing changes to the Subdivision Plat Amendment approval process to more appropriately facilitate this pending consideration and other common requests.

The ordinance designates authority for dealing with Subdivision Plat Amendments, which to date have not been identified within Farmington City Code. The City has simply followed the process identified by the State and without having designated otherwise, has defaulted the authority to the City Council in all cases where a Subdivision Plat is amended. The proposed ordinance designates authority to City Staff, the Planning Commission, and City Council differently depending on what is being proposed.

If an applicant wanted to do a plat amendment, such as shifting a fence line 5 feet, currently they would have to come to the Council for approval. If the shift would not affect an easement, it would be easier for Staff to handle that boundary adjustment. Staff could likewise handle multiple lots being combined together. However, if a new lot was being created, or an easement,

common area, or street was being altered, it should go to the Council. If a lot were being created that met the standards of the zone, the Planning Commission would consider it. **Gibson** said the proposed language creates a process that in theory will make it easier for people to make adjustments to their property. The Planning Commission recommended the text as proposed.

**Mayor Anderson** opened and closed the Public Hearing at 7:20 p.m. Nobody signed up in person or electronically to address the Council on the issue.

**Isaacson** shared some suggestions on the drafting of the actual ordinance. He said in the definition of a plat amendment in Section C, it doesn't read like the other sections do. **Gibson** said it would be wise to read it with the City Attorney. A subsection "i" is not needed if there are no other subsections. The overall substance of the ordinance is fine.

Councilmember **Melissa Layton** said it is good for **Isaacson** to be picky, as it makes the City look better. **Gibson** said Staff will make **Isaacson**'s proposed changes.

Councilmember **Alex Leeman** said he really likes this ordinance. He once helped litigate a 12-inch boundary dispute, a plat amendment that took four months. An abbreviated way to handle a minor adjustment is good. **Gibson** said the intention was that it would likewise apply to a boundary adjustment between a platted subdivision and an adjacent lot in a non-platted subdivision. **Isaacson** said he wanted to see the draft again with corrections before voting on it. City Attorney **Paul Roberts** said a public hearing would not be needed again on this issue, unless substantive changes are made.

***Motion:***

**Isaacson** moved that the City Council table the proposed ordinance change, and direct Staff to come back with revised language consistent with the discussion tonight.

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

| | |
|---|---|
| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

## REDEVELOPMENT AGENCY MEETING

Present:

*Mayor Brett Anderson,*
*City Manager Brigham Mellor,*
*Mayor Pro Tempore/Councilmember Alex Leeman,*
*Councilmember Roger Child,*
*Councilmember Scott Isaacson,*
*Councilmember Melissa Layton,*
*City Attorney Paul Roberts,*
*City Recorder DeAnn Carlile,*
*Recording Secretary Deanne Chaston,*
*Assistant Community Development Director/City Planner Lyle Gibson, and*
*City Planner/GIS Specialist Shannon Hansell.*

***Motion:***

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

RDA member **Roger Child** seconded the motion. All RDA members voted in favor, as there was no opposing vote.

| | |
|---|---|
| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

## CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:27 p.m.

**BUSINESS**

### Consider a Resolution Supporting the Establishment of a Remote Transit Station

Assistant Community Development Director/City Planner **Lyle Gibson** presented this agenda item. To help facilitate the Farmington Station Area pPan and the type of development envisioned for the North Station project area, the City has applied to the Governor's Office of Economic Opportunity (GOEO) to establish a Housing and Transit Reinvestment Zone (HTRZ). The purpose of the HTRZ is to collect more tax increment in phases over a longer period of time than was previously feasible with the existing Community Reinvestment Area (CRA) 1 and CRA 2 areas.

The City's application was presented and considered by the HTRZ Board on June 10, where the Board tabled a decision pending more information. Among the items requested was additional assurance that the transit system or fixed guideway extension would be implemented. The planned remote hub from the FrontRunner station north to the business park doesn't exist yet, which makes this HTRZ application unique. Staff's solution is to ask the RDA to put together a resolution in support of that concept. To this end, the proposed resolution has been created. If approved, it would be presented to the HTRZ Board July 9 to help address their concerns.

City Manager **Brigham Mellor** said another way to look at this is this is a piece of infrastructure required to bring about the office park. The City owns the one-mile Right of Way, which is part

of a 12-mile stretch of asphalt. The hardest part is over, but there is still a hang-up because the Board hasn't approved an HTRZ like this before. If the RDA commits to this, it will happen.

**Mayor Anderson** said Farmington has earned a lot of goodwill lately, and it will help to continue to be proactive. This is a step to take showing Farmington is serious. **Child** said this is a vote of confidence in a project.

RDA member **Scott Isaacson** said he hopes the hub is moved a little further to the west; it is important to him. He envisions it as a hub and gathering place comparable to the fountain at Station Park. It could be a destination where people ride transit to come to Farmington just to sit and enjoy.

**Mellor** said that was brought up to both the HTRZ Committee and **Beth Holbrook**, a trustee of the Utah Transit Authority (UTA). At the end of the day, the decision about the exact location is between Farmington and UTA. It should go where it makes sense for both the provider of major transit and the City. The hub connects to the greenway, which is a major active transit corridor.

***Motion:***

**Isaacson** moved that the RDA approve the proposed resolution supporting the establishment of a remote transit station.

Findings 1-7:

1. The Farmington City Redevelopment Agency has authority to support infrastructure and amenities within project areas in order to enhance economic development; and
2. The Agency is aware of a pending application to convert two existing CRA areas into an HTRZ area; and
3. The Farmington City Council approved a Project Master Plan in 2020 which included plans for a Remote Transit Station at the village core of the North Farmington Station development; and
4. The Remote Transit Station is part of the certified Farmington Station Area Plan and has been included in the Wasatch Choice 2050 plan and the UTA Moves 2050 plan; and
5. The Remote Transit Station would serve as a means for transit users to directly access the proposed HTRZ area; and
6. The City of Farmington has already acquired much of the necessary property and permissions in order to establish the connection between the FrontRunner Station and the Remote Transit Station; and
7. The Agency is supportive of the concept of a Remote Transit Station, and is willing to develop that amenity as provided in this resolution.

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

| | |
|---|---|
| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

**Consider Approval of Minutes for June 18, 2024**

***Motion:***

**Child** moved that the RDA approve the minutes for June 18, 2024.

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

| | |
|---|---|
| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

***Motion:***

**Leeman** made a motion to adjourn and reconvene to an open City Council meeting at 7:35 p.m.

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

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|---|---|
| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

**BUSINESS:**

**Consideration of Additional Text and Amendments regarding Recreational Pools and Tennis Courts**

Planning and GIS Specialist **Shannon Hansell** presented this agenda item. The proposed is a change to Farmington's current code for swimming pools and spas, which currently calls for a 6-foot fence with auto-locking and closing gates. Multiple property owners and contractors in Farmington have requested to be able to simply follow building code and not be required to fully fence in a swimming pool. The Planning Commission voted 4-2 to remove the 6-foot fence requirement from Farmington code completely. After the Council considered this on May 21, 2024, they wanted to go over and beyond the minimum requirements in the building code. Staff conducted research on the issue and how other Wasatch Front municipalities handle it. Salt Lake City and St. George did not have any requirements while others like Sandy and Brigham City did.

Staff proposes to add that a pool cannot be located within 20 feet from a side corner line, just like any other structure. The amendment presented includes a requirement for at least 4-foot tall fencing, walls, or other substantial barriers around pools. Substantial barriers are defined as any permanent barrier that would not allow passage by any person, except for gates. The amendment also maintains the self-closing and self-latching devices for gates. For applicable substantial barriers, fences, and walls, a sphere four inches in diameter may not pass through. Applicability for substantial barriers like retaining walls and hedges would be determined by the City Planner. Hot tubs, spas, and Jacuzzi covers would just need covers.

**Leeman** said he felt weird just leaving pools open. He proposed changing the proposed language in Paragraph 2 so it didn't look like the City would provide covers for hot tubs, spas, and

Jacuzzis. **Layton** said she wants to keep little people safe from drowning. **Child** said the language gives Staff latitude for interpretation. **Isaacson** said pool covers lately are really good and strong. However, the ordinance doesn't enforce if the pool is covered when not occupied.

***Motion:***

**Child** moved that the City Council enact the ordinance to replace the requirement for a 6-foot fence or wall around a private recreational pool, with the language in the enabling ordinance (enclosed in the Staff Report), with the change to paragraph 2 to be changed from "provided" to "used."

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

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|---|---|
| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

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

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| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Mellor** said there were three bid that came back on the new park, which is less than he expected. Many contractors and subcontractors said they were too busy. One bid was missing something, and one bid was way off, as much as $3 million more than expected. They just were not great bids, and Farmington didn't want to get into amending bids. The City is supposed to have three bids, so it was decided to go back out to bid in the fall. The three contractors understand. One is a small, local company who wants a fair shot at it. The team doing the roads agreed to take on some excavation work at the park site.

This could have an effect on the west side fire station. A few months ago, there was a feeling internally among the administration team that Farmington might be premature in pulling the trigger on construction of the fire station. There may not be the resources necessary to move forward for a few months. A lot depends on the revenue stream and the timing of going out to bid. If the bonds are backed with sales tax, the City may overextend itself. Ultimately, the City would want to pay the bonds with impact fees, but nobody is building yet.

Davis County is hoping to open the Western Sports Park (WSP) in February of 2025, but the beginning of June is more feasible. Instead of a traditional concession stand, the WSP is slated to have a full convenience store inside.

**Hansell** said FFKR Architects is working on Farmington's General Plan update. They are now at the public outreach portion, so they will have a booth at Festival Days. In the meantime, they have sent the City six topics to consider during public outreach. **Hansell** will send the Councilmembers a link with the six topics so they can do the survey themselves. Each will be ranked on a scale of 1 to 10. The topics include housing types, job opportunities, history, active transportation, protection of natural resources, and the enhancement of parks and trail opportunities.

**Isaacson** said the booth will be interactive, with participants given 10 markers to use on the six values. As everything can't be supported at the same level, they will have to prioritize.

## Mayor Anderson and City Council Reports

**Mellor** said he will send Councilmembers all the information they need on Festival Days in an email tomorrow. New t-shirts will be provided, as the polo shirts can be heavy and hot.

**Isaacson** said the Bountiful Philharmonia—with over 75 accomplished musicians from South Davis County and surrounding area—recently performed in the park next to the Bountiful Recreation Center. It was nice and well attended. He recognized several of his neighbors were part of the community organization. He hopes Farmington will consider supporting fine arts and music such as this in the future, perhaps with an orchestra in the park feature for Festival Days. **Mellor** said they have a stage area for Festival Days, and another one is being designed in the new park.

**Mellor** told Councilmembers to disregard an email about a required performance review.

**Child** said a moment of pause for construction of the new park and fire station is healthy. With everyone hitting a recession, he does not predict sales tax will increase for a while. Farmington should not spend money it doesn't have. **Leeman** agreed, saying every time Farmington goes out to bid, the bids come in higher than expected. **Mayor Anderson** said the City hasn't received any proposals back yet for the highest and best use of Old Farm, so they could still proceed down that path.

**Mellor** said stop lights need to be installed on the road by the Harmons gas station, particularly the Innovator intersection. The road is still closed because the north portion is not yet paved. Four-way stops may be needed until the lights come in. **Mayor Anderson** said people are excited about the new road.

**Michael Lambert**, an unaffiliated candidate for the open Davis County Commission seat, introduced himself to the Council. He was one of 12 people who filed to fill Commissioner **Randy Elliott**'s seat. **Lambert** is concerned with the divisiveness and polarization of politics on both the local and national level. He is a licensed social worker who lives in West Layton.

## ADJOURNMENT

***Motion:***

**Child** made a motion to adjourn the meeting at 8:05 p.m.

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

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|---|---|
| Mayor Pro Tempore/Councilmember Alex Leeman | **X** Aye ____ Nay |
| Councilmember Roger Child | **X** Aye ____ Nay |
| Councilmember Scott Isaacson | **X** Aye ____ Nay |
| Councilmember Melissa Layton | **X** Aye ____ Nay |

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**DeAnn Carlile**, Recorder