



**FARMINGTON CITY
PLANNING COMMISSION**

November 14, 2024



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA Thursday November 14, 2024

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah. A work session and training will be held at **6:00 PM** prior to the **regular session which will begin at 7:00 PM** in the Council Chambers.

The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at [farmington.utah.gov](https://www.farmington.utah.gov). Any emailed comments for the listed public hearings, should be sent to crowe@farmington.utah.gov by 5 p.m. on the day listed above.

SPECIAL EXCEPTION APPLICATIONS – *public hearings: item 1*

1. Lamond Reynolds – Applicant is requesting a special exception approval for a driveway width extension to exceed the standard 30 feet (allowed), for the property located at 1333 North 1700 West, in the R (Residential) zone. (M-4-24).

ZONE TEXT AMENDMENT APPLICATIONS – *public hearings: items 2 & 3*

2. Farmington City – Applicant is seeking a recommendation for an amendment to multiple sections of Title 16, Storm Water Regulation, to related permitting and enforcement activity, including:
 - o 16-3-010, 16-3-060, 16-3-120, 16-4-070, 16-4-080, 16-4-090, 16-5-050 & 16-5-060
3. Farmington City – Applicant is seeking a recommendation for additional text and changes to multiple sections of Title 11 regarding:
 - o ADUs (accessory dwelling units) and SSFs (subordinate single-family dwellings); Minimum size of dwelling requirement; and Garage placement standards in the OTR zone.
 - o Minimum size of dwelling requirements; and
 - o Garage placement standards in the OTR zone. (ZT-15-24)

OTHER BUSINESS

4. Miscellaneous, correspondence, etc.
 - a. Farmstead Update
 - b. Planning Commission Minutes Approval – 10.29.2024
 - c. City Council Report – 11.12.2024
 - d. Other

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

CERTIFICATE OF POSTING I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, the Utah Public Notice website at www.utah.gov/pmn on November 12, 2024. Carly Rowe, Planning Secretary



Farmington City Planning Commission Staff Report November 14, 2024

Item 1: Special Exception – Driveway Width

Public Hearing:	Yes
Application No.:	M-4-24;
Property Address:	1333 North 1700 West
General Plan Designation:	LDR (Low Density Residential)
Zoning Designation:	R (Residential)
Area:	0.20 ac
Number of Lots:	1
Property Owner:	Lamond Reynolds
Applicant:	Lamond Reynolds

Request: *The applicants are seeking approval for a special exception to exceed the maximum driveway width of 30 feet in 11-32-060 A1.*

Background Information

The applicant is requesting a special exception to exceed the maximum driveway width of 30 feet for three properly designated parking spaces as required by 11-32-060 A1.

The applicant wishes to add an additional 17 feet to the driveway, thereby creating a driveway that is approximately 41 feet wide at the curb cut. Their request is driven by wanting access to their parking pad, located on the north side of the home.

In considering the Special Exception, FCC 11-3-045 E identifies the standards of review:

11-3-045 E. Approval Standards: The following standards shall apply to the approval of a special exception:

1. Conditions may be imposed as necessary to prevent or minimize adverse effects upon other property or improvements in the vicinity of the special exception, upon the City as a whole, or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning use, construction, character, location, landscaping, screening, parking and other matters relating to the purposes and objectives of this title. Such conditions shall be expressly set forth in the motion authorizing the special exception.
2. The Planning Commission shall not authorize a special exception unless the evidence presented establishes the proposed special exception:
 - a. Will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
 - b. Will not create unreasonable traffic hazards;
 - c. Is located on a lot or parcel of sufficient size to accommodate the special exception.

Suggested Motion

Move that the Planning Commission approve the special exception for an additional 17 feet for the driveway curb cut at 1333 N 1700 West, subject to all applicable Farmington City development standards and ordinances.

Findings:

1. Because of its position further than 30 feet from the nearest intersection, it is reasonable to assume that the widened driveway will not be detrimental to the health, safety or general welfare of persons residing or working the vicinity, or injurious to property or improvements in vicinity.
2. The property is of sufficient size to accommodate the special exception

Supplemental Information

1. Vicinity Map
2. Site plan
3. Street view of location and proposed curb cut location



 FARMINGTON MORE TIME FOR LIVING	VICINITY MAP 1333 North 1700 West Date: 12/10/2022	0 25 50 75 100 Feet 0 10 20 30 40 Meters	 N W FC E S	Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.
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(parking strip)
* currently grass *
- wanting concrete
once cut

(curb)

currently cut at

23.8 ft

wanting it cut at
49 ft

Property line

P A R K I N G

existing curb
existing
41.2 ft
41 feet
30 ft

existing curb
parking strip
23.8 ft
side walk
parking strip

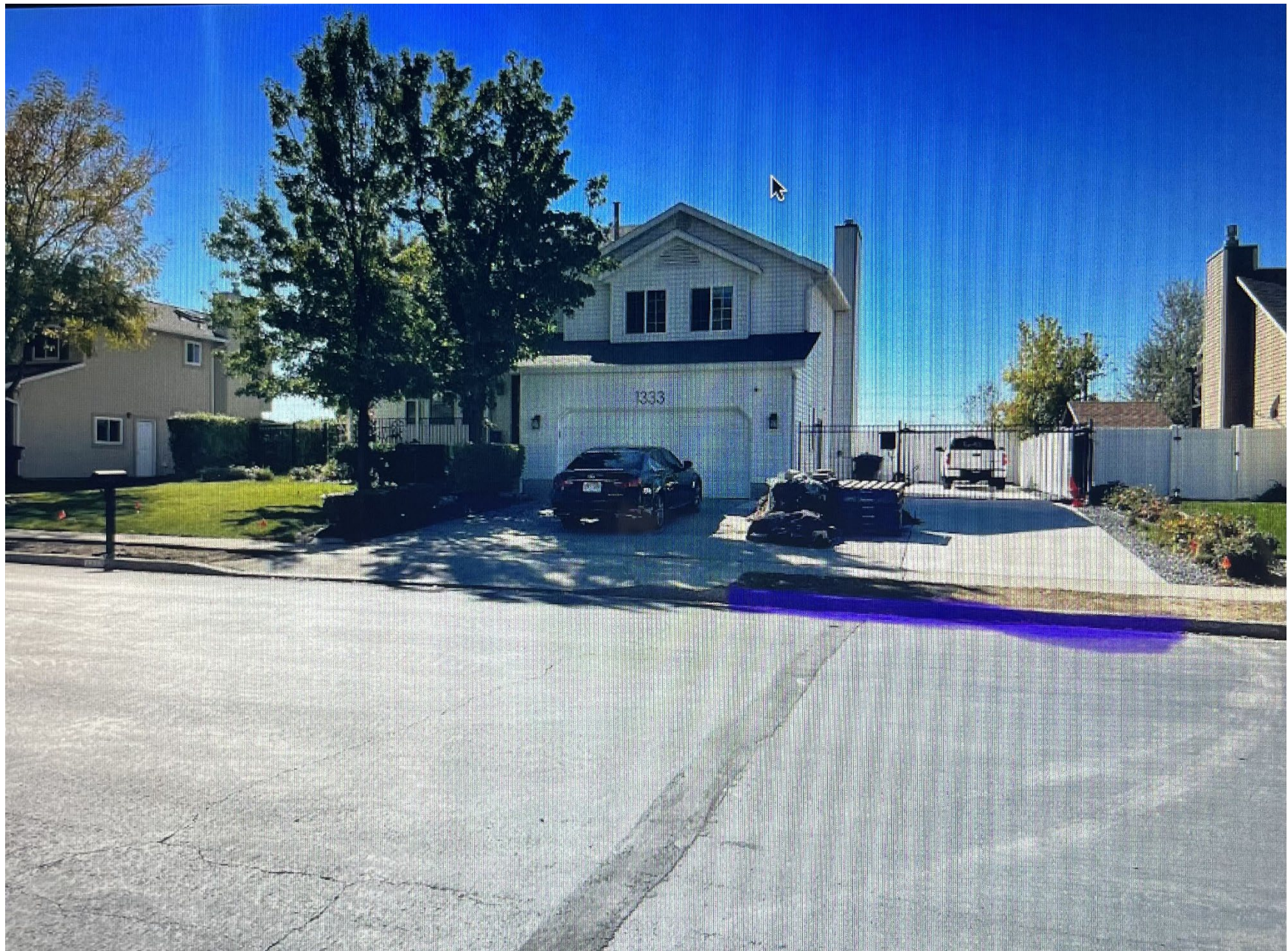
Driveway

Garage

House

1333 N 1700 W
Farmington, VT 841025

property line





**Farmington City
Planning Commission Staff Report
November 14, 2024**

Item 2: TEXT CHANGE RELATED TO STORM WATER PERMITS AND ENFORCEMENT

Public Hearing:	Yes
Type of Item:	Legislative
Applicant:	Farmington City

Background Information

Construction activity can be a major source of pollutants into the stormwater system, if proper prevention measures are not put into place. As large trucks cross our gutters (which is the storm drain's conveyance system), they can track gravel, dirt, clay, concrete and other contaminants into the gutters and street, which eventually make their way into the storm drain if not cleaned up. As you likely know, our stormwater drains, unfiltered and untreated, into the wetlands and the Great Salt Lake.

During the 2024 legislative session, the Utah Legislature enacted H.B. 507, which imposed new, significant limitations on cities' ability to enforce provisions of stormwater pollution prevention plans (SWPPPs) associated with construction sites.

Chief among the restrictions is field pre-emption in the realm of stormwater permitting; cities may not deviate from the federal Clean Water Act unless authorized by Utah law. UCA § 19-5-108.3(4). As required by federal law, the City has always required a SWPPP for all construction activity greater than one acre, or less than one acre when part of a larger development, and it will continue to do so. The City also required a land disturbance permit for construction activity smaller than one acre, with similar best management practices (BMPs) to prevent that construction activity from introducing pollutants into our system. With the passage of HB 507, we can no longer require that permit. It is being removed from our ordinances.

Another particularly troubling portion of HB 507 affirmatively prohibits the stormwater official from inspecting a construction site in person, unless there is a "documented reason" for the on-site visit. Otherwise, we are required to inspect via "an electronic site inspection tool" by which the contractor submits photographic evidence of site conditions. See UCA § 19-5-108.3(14)-(15). Our code is being amended to match the state standards. It also includes a list of probable "documented reasons" for an on-site visit, in order to give some direction to our stormwater official.

Other restrictions in HB 507 include taking away the ability of the city to stop work, if the developer used a "preferred BMP" on the site which failed. The State is requiring the City to develop and publish its preferred BMPs online. While this is problematic because the proper BMP will vary depending upon topographical variation and the type of work being completed, all of the stormwater officials in the state are working on a way to classify BMPs so that our stormwater systems can be protected as much as possible.

Some amendments are meant to simplify or add subsections for easier reference to the reader.

Due to the stormwater permit amendments being a legislative decision that govern the use or development of land, see UCA § 10-9a-103(34)(a), this code is required to pass through the Planning Commission for a public hearing, before advancing to the City Council.

HB 507 takes effect on January 1, 2025, and cities are expected to have adjusted their codes by that date. As the City Council will only meet in December a single time, and likely prior to the Planning Commission's meeting, it is recommended that the Planning Commission not table the item. If it wishes to change the text, those changes should be in the form of a recommendation with specifically enumerated text amendments.

Suggested Motion

Move that the Planning Commission adopt the provisions of this ordinance amending various sections within title 16 of the Farmington Municipal Code, related to stormwater pollution prevention and enforcement.

Findings for Approval:

1. The amendments bring the City into compliance with mandatory directives from the State of Utah regarding stormwater pollution prevention permits associated with construction activity.
2. The amendments preserve as much authority as possible for the stormwater official to protect the stormwater systems of the City.
3. The prevention of pollution to our storm water system is an important part of the City's protection of the health and welfare of our residents and the community at large.

Supplementary Information

1. HB 507

16-3-010: CITY STORMWATER PERMIT REQUIRED:

A. Except as otherwise exempted under section 16-3-020 of this chapter, any person or entity proposing to disturb one acre or more of ground in connection with any development, land disturbance or construction activity within the city or any person or entity proposing to disturb less than one acre of ground which is part of a larger common plan of development that disturbs one acre or more of ground shall be required to obtain a stormwater permit from the state of Utah ~~and the city of Farmington~~. Such a permit is required to be obtained prior to or in conjunction with the issuance of any demolition, excavation, land disturbance, building, site plan, land use or subdivision permit or approval, or any development or construction activity within the city. ~~A city Land Disturbance permit shall also be required for any building permit for a structure requiring earthmoving, or any earthmoving activity in an environmentally sensitive area unless otherwise waived by the stormwater official. In determining whether to grant a waiver, the stormwater official shall consider the following with respect to the property and circumstances associated with the same: topography, vegetation, wetlands, steep slopes, sensitive areas, high water table, proximity to water channels, creeks, wells or riparian areas.~~

A.B. The provisions of this chapter shall not be interpreted to conflict with federal or Utah state laws governing stormwater management. If any ordinance conflicts with those laws, then the city code is overridden by the conflicting law.

16-3-060: PERMIT REVIEW AND APPROVAL:

- A. The stormwater official and/or city engineer shall review all stormwater permit applications and city SWPPP for compliance with the terms and conditions of this title.
- B. In the event the stormwater permit application or city SWPPP as submitted is deemed inadequate or fails to meet the terms and requirements of this title, the stormwater official and/or city engineer may require additional information or impose additional conditions and requirements on the proposed construction activities to the extent necessary to bring the application and/or plan into compliance with the terms and purposes of this title.
- C. Failure to comply with the terms and conditions of this title shall be grounds for denial of the stormwater permit and/or any development, land use, subdivision or land disturbance permit or approval.

~~B.D.~~ No construction activity, land use or land disturbance activity shall occur on ~~the subject~~ property subject to a requirement to obtain a stormwater permit until a stormwater permit is approved by the stormwater official and/or city engineer.

16-3-120: INSPECTIONS:

- A. ~~Field~~ inspections may occur during and postconstruction to verify BMPs are built and properly designed and to ensure BMPs are properly maintained.
- B. ~~Pursuant to Utah state law, inspections shall be conducted electronically as described in subsection 19-5-108.3(14) of the Utah Code. On-site inspections are appropriate if the stormwater official has a documented reason justifying an on-site inspection, which include, without limitation, the following:~~
1. ~~Evidence of BMP failures or stormwater contamination in the electronic documentation provided by the permittee;~~
 2. ~~Failure of permittee to provide scheduled photographic or video evidence of each BMP identified on the permittee's stormwater pollution prevention plan;~~
 3. ~~Complaints of stormwater violations or concerns;~~
 4. ~~Written consent from the permittee to on-site inspections for the construction activity;~~
 5. ~~Discovery of discharges into the stormwater system from the permittee's site, which could reasonably be attributed to the permittee's work; and~~
 6. ~~Prior contamination or dishonest activities of the permittee, documented by the stormwater official.~~
- C. ~~Field~~ On-site inspections for compliance with this title and any permits issued hereunder shall be conducted by the stormwater official, the city building inspector, the city ordinance enforcement officer and/or other designated agent of the city. ~~The stormwater official may prepare an inspection checklist to assist in field inspections.~~

16-4-070: TRACKING MUD OR MATERIALS ON PUBLIC STREET:

- A. It is unlawful for any person or entity to track or drop mud, stones, dirt, concrete, gravel, sediment or other similar materials onto public streets by construction or delivery vehicles.
- B. It shall be the duty of the driver of a vehicle who unlawfully drops or deposits mud, stones, concrete, gravel, sediment or other similar materials or permits the load or any portion thereof to be dropped or deposited upon any public street to immediately remove the same or cause the same to be removed.
- C. It shall be the duty of the driver of any vehicle to clean the tires and vehicle undercarriage of dirt or debris before the vehicle enters onto a paved public street.
- D. Developers, builders and any responsible person shall provide for the cleaning of all construction vehicles on site before the vehicles leave the site. Developers, builders and any responsible person shall be required to bond for protection measure and potential cleanup costs as determined by the stormwater official or city engineer in connection with ~~any city approvals or permits issued for the land disturbance or construction activity~~ the stormwater permit.
- A.E. ~~If in the event~~ construction traffic causes debris to be dropped or deposited onto public streets in violation of this section, developers, builders and any responsible person shall also be responsible and liable for cleaning the public streets.
- B.F. Curbs, gutters and streets adjacent to construction projects will be inspected by the city for compliance with the provisions herein, as provided in state code and section 16-3-120 of this Code.

16-4-080: WASHING OUT CONCRETE TRUCKS:

- A. It is unlawful for any person or entity to wash out a concrete truck, including windows, tires and the truck exterior, at any construction site, other than in preapproved designated areas or to discharge waste concrete or concrete truck rinse water, except into preapproved discharge facilities. Dumping of excess concrete at any construction site shall not be allowed.
- B. It shall be the duty of the driver of the concrete vehicle to wash out his or her concrete truck in preapproved designated areas. The driver of the vehicle shall be responsible for cleaning up any concrete or debris deposited on any site in violation of this section.

C. Developers, builders and any responsible person shall provide a preapproved designated area for the cleaning of concrete trucks.

D. Developers, builders and any responsible person shall be required to bond for protection measure and potential cleanup costs as determined by the stormwater official or city engineer in connection with any city approvals or permits issued for the land disturbance or construction activity.

E. In the event a concrete truck is washed out or excess concrete is deposited on any site, the developers, builders and any responsible person shall also be responsible and liable for cleaning up the illegally deposited concrete from the site.

A.F. Projects will be inspected by the city for compliance with the provisions herein, as provided in Utah state code and section 16-3-120 of this Code.

16-4-090: STOCKPILING DEBRIS OR MATERIALS:

A. It is unlawful for any person or entity to stockpile construction or yard improvement materials or debris in the street, gutter or in any drainage channel (natural or manmade). This includes, but is not limited to, ramps being constructed for temporary access across the existing curb and gutter, stockpiling of topsoil or other fill material, stockpiling of sand, gravel, landscape rock, bark, mulch or any other material that may be considered a source of pollution in the storm drain system.

A.B. Materials stored on a pallet, in a self-contained storage unit, or by other acceptable means, may be preapproved by the stormwater official as a BMP.

16-5-050: STOP WORK ORDER; REVOCATION OF PERMIT:

A. ~~In the event that~~ If any person holding a stormwater permit pursuant to this title fails to complete the work required under the permit, fails to comply with all the requirements, conditions and terms of the permit, or violates the terms of the permit, the city may pursue enforcement as provided in section 19-5-108.3 of the Utah Code. suspend or revoke the stormwater permit and/or the applicable site development permit and issue a stop work order as is necessary to eliminate any danger to persons or property and to leave the site in a safe condition. If the city issues a stop work order, the permittee, and its subcontractors, shall immediately stop all work on the project, building or permit activity. Except as otherwise authorized by the city, no work shall be conducted on the project, building or permit activity until and

unless the violation has been remedied and the city has issued a reinstated permit. The permittee shall be required to pay a reinstatement fee in accordance with the Farmington City fee schedule.

~~A.B.~~ The city may authorize completion of all necessary temporary or permanent erosion control or stabilization measures and may use authorized bond funds to pay for the same. The permittee shall be liable to the city for all costs and expenses that may be incurred or expended by the city in bringing the property into compliance with the requirements of the permit and any collection costs, including legal fees, incurred by the city. The city may recover these costs through appropriate legal action.

16-5-060: ORDER COMPLIANCE:

Whenever the city finds that a person or entity has violated a prohibition or failed to meet a requirement of this title, the authorized enforcement official may order compliance by written notice of violation to the responsible person, in conformance with subsection 19-5-108.3(11) of the Utah Code. Such notice may require, without limitation:

A. The performance of monitoring, analyses and reporting;

~~B.~~ The elimination of illicit connections or discharges;

~~C.~~ An order to stop construction activity, unless the permittee:

1. Selected the City's preferred best management practices for the site;

2. Implemented and properly maintained the preferred best management practices; and

~~1.3.~~ The violation resulted from a deficiency in the preferred and implemented best management practice.

~~B.D.~~ That violating discharges, practices or operations shall cease and desist;

~~C.E.~~ The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

~~D.F.~~ Payment of a fine to cover~~Recoupment of~~ administrative and remediation costs; and

~~G.~~ The implementation of source control or treatment BMPs.

CONSTRUCTION AMENDMENTS

2024 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Calvin R. Musselman

Senate Sponsor: Curtis S. Bramble

LONG TITLE

General Description:

This bill addresses construction site storm water runoff controls.

Highlighted Provisions:

This bill:

- defines terms;
- establishes standards regarding how municipality systems:
 - regulate controls for storm water runoff; and
 - inspect construction sites impacting storm water runoff;
- establishes penalties for non-compliance; and
- makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

19-5-105, as last amended by Laws of Utah 2011, Chapter 155

ENACTS:

19-5-108.3, Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **19-5-105** is amended to read:

19-5-105 . Rulemaking authority and procedure.

(1) (a) Except as provided in Subsections (2) and (3), no rule that the board makes for

the purpose of the state administering a program under the federal Clean Water Act or the federal Safe Drinking Water Act may be more stringent than the corresponding federal regulations[~~which address the same circumstances~~].

(b) In making rules, the board may incorporate by reference corresponding federal regulations.

(c) Any rule of the board is subject to Section 63G-3-502.

(2) (a) The board may make rules more stringent than corresponding federal regulations for the purpose described in Subsection (1), only if it makes a written finding after public comment and hearing and based on evidence in the record that the corresponding federal regulations are not adequate to protect public health and the environment of the state.

(b) The municipal system may not make requirements for permits that are more stringent than corresponding federal regulations for the purpose described in Subsection (1), unless the municipal system makes a written finding after public comment and hearing and based on evidence in the record that the corresponding federal regulations are not adequate to protect public health and the environment of the state.

(i) ~~[Those findings shall be accompanied by]~~ The board and municipal system shall include with a written finding described in Subsection (2)(a) an opinion referring to and evaluating the public health and environmental information and studies contained in the record [which] that form the basis for the board's or municipal system's conclusion.

(3) The board may make rules related to agriculture water more stringent than the corresponding federal regulations if the commission approves.

Section 2. Section **19-5-108.3** is enacted to read:

19-5-108.3 . Construction site storm water runoff control.

(1) As used in this section:

(a) "Applicant" means a person that applies for a construction storm water permit to conduct or propose to conduct a use of land for a construction site.

(b) "Application" means a construction storm water permit application.

(c) "Best management practice" means the methods, measures, or practices in compliance with the federal Clean Water Act.

(d) "Construction storm water permit" means a permit required for soil disturbances of an acre or more, including less than an acre if it is part of a common plan of development or sale, where the disturbance is caused by construction activity.

- (e) "Electronic site inspection" means geo-located and time-stamped photos taken, evaluated, and submitted electronically by the applicant to the municipal system.
- (f) "Municipal system" means a municipal separate storm sewer system described in the federal Clean Water Act.
- (g) "Oversight inspection" means a construction site inspection performed by the municipal system to assess compliance with the permit.
- (h) "Permit" means a construction storm water permit.
- (i) "Prevention plan" means the storm water pollution prevention plan described in the federal Clean Water Act.
- (j) "Program" means the program described in Subsection (2).
- (k) "Violation" means a failure to implement or maintain preferred best management practices.
- (2) This section does not supersede rules or regulations created by the board or division under this chapter.
- (3) No permit, rule, or action by a municipal system for the purpose of administering the program may be more stringent than the minimum requirements of the federal Clean Water Act.
- (4) A municipal system may not deviate from the federal Clean Water Act, unless the deviation is expressly permitted by state statute.
- (5) (a) Each municipal system shall determine the municipal system's preferred best management practices.
- (b) Each municipal system shall publish the municipal system's preferred best management practices on a website controlled by the municipal system.
- (6) Each municipal system shall:
- (a) maintain a list of requirements that make a complete application for a permit; and
- (b) publish on a website controlled by the municipal system the list described in Subsection (6)(a).
- (7) The list described in Subsection (6)(a) may not exceed the template in the federal Clean Water Act.
- (8) (a) Each municipal system shall complete the review of the prevention plan within 14 business days after the day on which the applicant submits a complete prevention plan.
- (b) Each municipal system may request more information, or modification to the prevention plan, if the request:

- (i) is specific;
(ii) includes citations to local ordinances, or state or federal law that require the
modification to the prevention plan; and
(iii) is logged in an index of requested modification.

(c) Each municipal system has 14 business days after the day on which the applicant
submits the information or modification described in Subsection (8)(b) to complete
the review of the prevention plan.

(9) A municipal system shall not impose a fine.

(10) Any violation found by the municipal system may not result in an order to stop
construction activity if:

- (a) an applicant selects the preferred best management practice for the site conditions;
(b) an applicant implements and properly maintains the best management practices as
described in Subsection (5), by the municipal system; and
(c) the violation is a result from a deficiency in the best management practice.

(11) (a) The municipal system:

- (i) shall notify the applicant, in writing, of a violation;
(ii) shall provide the applicant a reasonable time of at least 24 hours to correct the
violation; and
(iii) may perform an inspection to verify that the violation is corrected.

(b) If an applicant does not correct the violation described in Subsection (11)(a)(i)
within the deadline set under Subsection (11)(a)(ii), the municipal system:

- (i) shall notify the applicant, in writing, that the violation has not been corrected;
(ii) may issue a written warning that construction activity may be stopped if the
violation is not corrected within no less than another 24-hour period; and
(iii) may perform an inspection to verify that the violation is corrected.

(c) If an applicant does not correct the violation described in Subsection (11)(a)(i) within
the deadline set under Subsection (11)(b), the municipal system:

- (i) shall notify the applicant, in writing, that the violation has not been corrected; and
(ii) may order the applicant to stop construction activity until the municipal system
performs an inspection to verify that the violation is corrected or the applicant
demonstrates that the violation is corrected through electronic site inspection.

(d) A municipal system may not impose the process described in this Subsection (11)
later than 30 days after the day on which the municipal system provides the required
preceding notice of violation or continuing violation.

(e) A municipal system may issue an order to stop construction earlier than described in Subsection (11)(c)(ii) if the municipal system has a clearly documented reason articulating an immediate threat to water quality.

(f) A municipal system may recoup the costs incurred to correct a violation the applicant refuses to correct after the enforcement process described in this Subsection (11) has been exhausted if the municipal system, at the time of clean up, determines a significant harm to water quality or the storm water system is imminent.

(12) (a) A municipal system shall develop a checklist for a pre-construction prevention plan review that is consistent with the federal Clean Water Act.

(b) The applicant, or an applicant's designee, shall participate in the pre-construction site inspections.

(c) A municipal system may conduct a pre-construction site inspection in person or using an electronic site inspection tool.

(13) Each municipal system shall develop, publish, and implement standard operating procedures, forms, or similar types of documents for construction site inspections.

(14) A municipal system shall conduct an oversight inspection through an electronic site inspection.

(15) A municipal system may conduct an on-site inspection if the municipal system has a documented reason for justifying an on-site oversight inspection.

(16) Each municipal system shall:

(a) develop and publish a procedure for the applicant to notify the municipal system that the applicant has completed active construction and is prepared for the municipal system to conduct verification of final stabilization; and

(b) provide a copy of the procedure described in Subsection (16)(a) to the applicant when the municipal system issues the permit.

Section 3. **Effective date.**

This bill takes effect on January 1, 2025.



Farmington City Planning Commission Staff Report November 14, 2024

Item 3: Zoning Text Change Update Proposal Related to ADUs, SSFs, and Additional but Miscellaneous Items—Multiple Sections of the Zoning Ordinance

Public Hearing: Yes
Application No.: ZT-15-24
Applicant: Farmington City

Request: Recommendation to amend and/or repeal multiple sections of Title 11 regarding: 1) ADUs (accessory dwelling units) and SSFs (subordinate single-family dwellings); 2) Minimum size of dwelling requirement; and 3) Garage placement standards in the OTR zone.

Suggested Motion

Move the Planning Commission recommend that the City Council amend (or repeal) Sections 11-2-020, 11-28-200, and 11-17-050 as set forth in the enclosed redline drafts.

Findings:

1. The City enacted a major amendment to its ADU ordinances on July 16, 20024, including, among other things, the creation of a subordinate single-family dwelling, or SSF. Now after 3 + months since its passage the following modifications will help in its continued implementation:
 - a. Setbacks for an SSF lot must follow the building code, and because of proposed changes to the definition of a DADU the Zoning Ordinance is now inconsistent with the building code. [Note: See the definition of a single-family dwelling in finding 1.c. below].
 - b. The amendments remove some “design and character” standards and “architecturally compatible” language which are difficult to objectively consider as part of the site plan review process and enforce during and after construction.
 - c. In the past the City’s has met its decades long min. 850 sq. ft. dwelling size because the ordinance does not dictate the minimum size of dwelling units (such as apartments or ADUs) within a dwelling, which increase the size of a dwelling beyond the 850 sq. ft. Prior to July, the code limited “dwellings” include single-family, two-family, and multiple family]. However, an SSF is now a new type dwelling, not a dwelling unit, yet in it is anticipated that some SSFs (like existing DADUs) may be less than 850 sq. ft. Additionally, it is legally questionable whether a zoning ordinance can contain a minimum size standard for dwellings.

Existing definitions in Chapter 2 of the Zoning Ordinance include the following

DWELLING: Any building or portion thereof which is designed for use for residential purposes, except hotels, apartment hotels, boarding houses, short-term rentals and/or rooming houses, tourist courts and automobile house trailers.

DWELLING, MULTIPLE-FAMILY: A detached building containing three (3) or more dwelling units.

DWELLING, SINGLE-FAMILY: An attached or detached building designed for the occupation exclusively by one (1) family.

DWELLING, TWO-FAMILY: A detached building containing two (2) dwelling units.

DWELLING UNIT: One (1) or more rooms connected together, but structurally divided from all other rooms in the same building and constituting a separate independent housekeeping unit which may be used for permanent residential occupancy by humans, with facilities for such humans to sleep, cook and eat.

- d. The “or any other yard” phrase of the OTR zone text (Chapter 17) may make placement of some ADUs/SSFs cumbersome, and staff cannot recall the last time they considered “any other yard” in the placement of a garage or other accessory building.
 - e. New subdivisions must be recorded to enable the issuance of building permits. As some developers look to record plats to include SSF lots, consistent with such subdivision recordations, and to meet City moderate income standards, they are prevented from doing so because the current ordinance does not allow for an SSF lot until after the issuance of a certificate of occupancy for the SSF. A deed restriction represents a good way to resolve this issue—even for the owners of existing lots.
2. As in July, the proposed changes support and further objectives of the City’s Affordable Housing Plan--an element of the General Plan, and many of the changes clarify and/or memorialize long-held practices and interpretations by the City.

Supplementary Information

1. Proposed amendments to Sections 11-2-020, 11-28-200, and 11-17-050 of the Zoning Ordinance, November 14, 2024.

Proposed Draft ZT Changes, 11-14-24

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.

ACCESSORY DWELLING UNIT, DETACHED (DADU): A detached dwelling unit consisting of all or any part of a detached accessory building, **as defined by the Building Code**, to a single-family dwelling ~~not physically connected in any way to the single-family dwelling~~ which is architecturally compatible to the neighborhood and single-family dwelling and located on the same lot, ~~or on a DADU parcel.~~

OR

ACCESSORY DWELLING UNIT, DETACHED (DADU): A detached dwelling unit consisting of all or any part of a detached accessory building, **as defined by the Building Code**, to a single-family dwelling ~~not physically connected in any way to the single-family dwelling~~ which is architecturally compatible to the neighborhood and single-family dwelling and located on the same lot, ~~or on a DADU parcel.~~

ACCESSORY DWELLING UNIT, INTERNAL (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.

OR

ACCESSORY DWELLING UNIT, INTERNAL (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.~~

11-28-200: ACCESSORY DWELLING UNITS (ADUs):

- 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, 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 procedures for review and approval of the same.
- B. Applications. Applications for an IADU shall be submitted and reviewed by the Planning Department.
- C. Allowed Use: ADUs may be an allowed use as designated by the underlying zone(s) found in this title.
- D. Standards: The following standards and conditions shall apply to all ADUs, and Detached Accessory Dwelling Units (DADUs) 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, conditional use permit, or subdivision process:

1. Location, Height, and Footprint: An ADU 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.

Question: The building height for an accessory building in single-family residential zones is 15 feet, but 25 feet in AA, A, and AE zones. Should the City reduce the 25-foot building height of ADUs in Agriculture Zones consistent with the 15-foot height in other zones? [Note: the maximum height limit single-family residential dwellings in all zones is 27 feet as measured from the "short-side" of the building to a point half way up the pitch of the roof].

2. Number: A maximum of one ADU shall be allowed per single-family dwelling except as provided for in subparagraph F below. An ADU shall contain no more than one dwelling unit.
3. Parking: At least one off-street parking stall shall be provided for the ADU. 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: ~~An~~The ADU or IADU shall be clearly incidental to the single-family dwelling, and shall not adversely affect the residential character of the surrounding neighborhood. An ~~IADU~~ shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.

OR

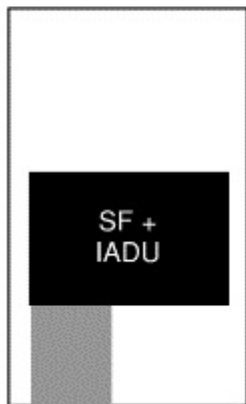
Design And Character: ~~An~~The ADU or IADU shall be clearly incidental to the single-family dwelling, and shall not adversely affect the residential character of the surrounding neighborhood. ~~An ADU shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.~~

OR

~~Design And Character: The ADU or IADU shall be clearly incidental to the single family dwelling, and shall not adversely affect the residential character of the surrounding neighborhood. An ADU shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.~~

5. Size: DADU 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 floor area of the original single-family dwelling.
6. Lot Size:
 - a. The creation of an IADU is prohibited if the lot size\containing the primary dwelling is less than six thousand (6,000) square feet 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.

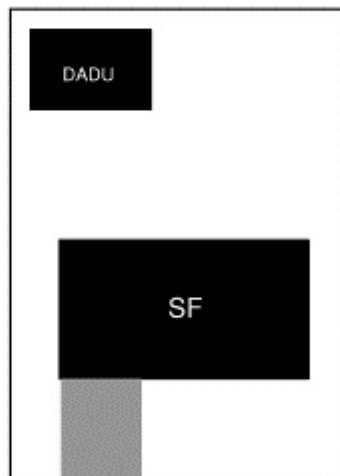
IADU Example



-Owner must live on-site.

- Lot size $\geq$ 6,000 sq. ft.

DADU Example



-Owner must live on-site.

- Lot size $\geq$ 10,000 sq. ft.

*SF = Single-Family Dwelling

7. Construction Codes: The ADU shall comply with all Construction, Housing and Building Codes in effect at the time the 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.
9. Occupants: The ADU shall be occupied exclusively by one family.
10. Occupancy: Either the single-family dwelling or the ADU shall be owner occupied.
11. Temporary Absentee Ownership:
 - a. Temporary absentee property ownership may be allowed due to 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 twelve (12) months. In the event such temporary absentee property ownership occurs, the property owner may rent both the ADU 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.

12. Notice Of ADU: Farmington City may record a notice in the office of the Davis County Recorder on the lot in which the ADU is located. The notice shall include:

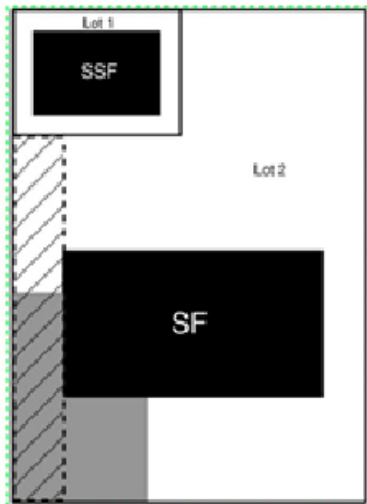
- a. A statement that the lot contains an ADU; and
- b. A statement that the ADU may only be used in accordance with the City's regulations.

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

- E. Site Development: Upon consideration of approval of a permitted use, or a conditional use permit, for an ADU, 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 land separate from the DADU.
 2. 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, and other requirements of the underlying zone.
 3. DADU Parcel Compliance: An SSF and a single-family dwelling shall comply with the definition of a DADU parcel.
 4. 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.
 5. 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.
 6. 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, or 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.

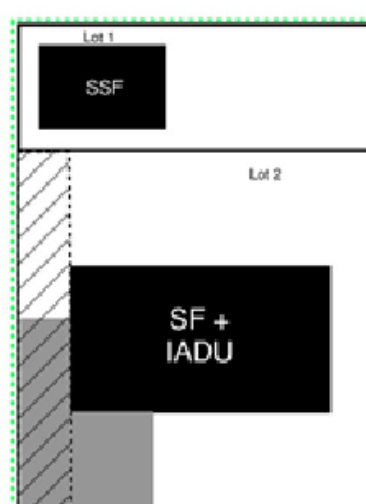
7. Certificate of Occupancy: A property owner, or the City, shall not record a subdivision to enable an SSF until the City has issued a certificate of occupancy for the SSF, **unless a deed restriction, acceptable to the City, is recorded concurrent with the newly created vacant lot which states:**
 - a. The owner may establish a DADU thereon so long as both lots are held under one ownership, meet DADU Parcel requirements, and the owner must live on-site in either the DADU or the single-family dwelling; and
 - b. Any future SSF thereon must meet all related requirements, included but not limited to SSF Occupancy standards.
8. 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.
9. 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 a 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 Twelve thousand square feet (12,000 sq. ft.) in area.

DADU Parcel Example 1



- Lot 1: Owner must live on-site the first two years.
- Lot 2: Owner need not live on-site
- DADU parcel
≥ 10,000 sq. ft.
- Access, Utility, and Parking Easement

DADU Parcel Example 2



- Lot 1: Owner must live on-site the first 2 years
- Lot 2: Owner must live on-site.
- Size
Lot 1: ≥ 2,500 sq. ft.
Lot 2: ≥ 6,000 sq. ft.
- DADU parcel
≥ 12,000 sq. ft.
- Access, Utility, and Parking Easement

*SF = Single-Family Dwelling

~~11-28-100: MINIMUM HEIGHT OF DWELLINGS:~~

~~No dwelling shall be erected where more than ten percent (10%) of its main floor area is, or will be, below the finished surface grade. No basement houses shall be permitted.~~

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

- 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.



**Farmington City
Planning Commission Staff Report
October 29, 2024**

Miscellaneous Item: Update on Farmstead

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

DEVELOPMENT AGREEMENT
FOR THE FARMSTEAD PUD SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 20____, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **CW FARMSTEAD, LLC**, a Utah limited liability corporation, hereinafter referred to as “Developer.”

RECITALS:

A. Developer owns approximately 15.5 acres of land located within the City, identified as Davis County Tax ID Parcel Number 08-081-0125 in the records of the Davis County Recorder, 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 Farmstead Subdivision (the “Project”). Developer has submitted an application to the City seeking approval of a zone change to Agricultural Estates (“AE”) as a Planned Unit Development (“PUD”) in accordance with the City’s Laws.

C. The Property is presently zoned under the City’s zoning ordinance as Agricultural Very Low Density (“AA”) and Agriculture (“A”). 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. 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.

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall comply with city ordinances in existence on the date of execution of this Agreement. 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.

4. **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. Typical Setbacks to be as follows:
- b. Front Yard Setback Minimum Setback: 20 feet
- c. Side Yard Interior Minimum Setback: 10 feet
- d. Side Yard Corner Minimum Setback: 15 feet
- e. Rear Yard Minimum Setback: 30 feet
- f. Residential Single-Family Detached Building Units:
 - i. The total number, type, and location of residential housing units shall be the same as shown in Exhibit “B” (Concept Plan) with a maximum of thirty (30) units.

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

- a. Developer shall provide for and record enforceable Covenants, Conditions and Restrictions (“CC&Rs”) providing architectural design consistency. Developer shall cause a Homeowners Association (“HOA”) to be constituted as part of the CC&Rs with duties of maintaining the enforcement of the CC&Rs as well as the maintenance of Parcel A and its associated amenities and improvements.

b. Developer shall engineer, design and construct, at its sole expense, a pocket park as shown on Exhibit “C” (Parcel A Pocket Park Exhibit). As part of the project, Developer shall provide the following within Parcel A:

- i. The total area of Parcel A shall be 16,432 square feet;
- ii. Parcel A shall be dedicated as a public park which shall be maintained by the HOA;
- iii. Developer shall dedicate and preserve a public trail access to the West Davis Corridor trail system subject to final approval by UDOT and Davis County;
- iv. A pickleball court with all associated fencing and lighting requirements;
- v. A gathering area featuring a concrete fire pit area, pergola, tables, and chairs;
- vi. A landscaped area with trees, lawn, fencing, sidewalk paths, and plantings substantially similar to the attached Exhibit “C”;
- vii. Developer shall design and install yard drain infrastructure, including required grading, pipes, drains, swales, etc., as required by the City Engineer, so that each individual lot may account for proper water drainage;
- viii. Upon completion of each home, Developer shall provide a sump well and sump pump which shall connect to the home perimeter drain system; and
- ix. The Project shall be served by a low-pressure sewer system, as approved by Central Davis Sewer District. Developer shall install the low-pressure sewer system and the required sewer pumps for each home.

6. **City Obligations.** The City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, including the roads. The City shall also provide all municipal and public services to the Project, with the exception of secondary water. Notwithstanding, the City shall not be required to maintain any privately-owned areas or improvements in the Project that are required to be maintained by a private party or the HOA.

7. **Minimum Lot Standards.** All lots designed for this Project meet or exceed the standards set forth in City Code.

8. **Density.** The maximum number of lots in the Project is thirty (30) lots.

9. **Common Space.** The Project contains at least sixteen thousand, four hundred and thirty-two (16,432) square feet of common space as reflected on Parcel A.

10. **Building Height.** Buildings within the Project may be two stories. Partial or full daylight and/or partial or full walkout basements shall be allowed on all building lots subject to building code and final approval by the City.

11. **Layout, Circulation, Connectivity.** The project shall provide layout, circulation, and connectivity as shown on the attached Exhibit “B”.

12. **Moderate Income Housing - In Lieu Undertaking.** The City generally expects that ten percent (10%) of developed units within a Project will be reserved for moderate-income housing purposes, as governed by Farmington City Municipal Code. The Parties have agreed that in lieu of providing such moderate-income housing:

a. Developer shall pay the City a total lump sum fee/in lieu waiver amount of One Hundred Thousand and No/100 Dollars (\$100,000.00); and

b. Subject to permitting and approval by the Utah Department of Transportation (“UDOT”), Developer, at its sole expense, shall construct a 12-foot-tall noise wall along the entire southern property boundary of the project which adjoins the West Davis Corridor (the “Noise Wall”);

i. Developer shall install the Noise Wall on the Property, and not on UDOT’ right of way, in general conformity with the cross section shown on the attached Exhibit “D”;

ii. Developer shall install the noise wall following all required UDOT standards and requirements as shown on the attached Exhibit “E” and subject to final approval by UDOT.

The City accepts this in lieu proposal as a satisfactory substitute for the moderate-income housing obligation ordinarily provided, due to the small size of this Project. This Agreement is a “written agreement regarding the number of moderate-income housing units” as contemplated under Utah Code Ann. § 10-9a-535(1)(a). This section survives termination of this Agreement, unless specifically terminated in writing.

13. **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 generally applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by the City.

14. **Indemnification and Insurance.** During the period of construction, 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 is caused by any acts or omissions of Developer or of any of its agents, contractors, servants, or employees. 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.

15. 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.

16. 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 subsidiary of Developer, which is majority owned by Developer's parent company, CW Development Group, LLC.

17. Homeowner's or Commercial Building Owner's Association. The Developer warrants and provides assurances that all landscaping, private drives, and amenities 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, 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, building owners, or a combination of the two. The City shall have no maintenance responsibility in relation to the property owned by the association (but shall plow and maintain public roads that are designated as public on the plat). This section survives termination of this Agreement, unless specifically terminated in writing.

18. Onsite Improvements. At the time of final plat recordation for the Project, 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.

19. Legal Rights. Developer is represented by counsel and has had an opportunity to receive advice from counsel on this matter. Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of 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. 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.

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

To Developer: CW Farmstead, LLC
Attn: Quinton Stephens
610 North 800 West
Centerville, Utah 84014

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

21. 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; and/or
- c. The right to terminate this Agreement.

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

23. Vested Rights. The City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law, and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development

application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

24. 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.

25. Completion Timeline. Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within five (5) years from the date of this Agreement or if Developer does not comply with the City's laws and the provisions of this Agreement, the City shall have the right, but not the obligation, at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to Developer. Whereupon, Developer shall have sixty (60) days during which time 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.

26. Termination After Completion. 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 5 and 6 of this Agreement, the terms of this Agreement shall terminate upon thirty (30) days' written notice to either Party. The non-noticing Party shall, within thirty (30) 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.

27. 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 any other relief granted in such proceeding, to recover its costs and a reasonable attorneys' fee.

28. Entire Agreement. This Agreement together with the Exhibits attached hereto 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.

29. 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.

30. Non-Liability of City Officials, Employees and Others. No officer, representative, agent, or employee of the City shall be personally liable to Developer in the event of any default or breach by the City or for any amount which may become due Developer 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.

31. 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. 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.

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

33. 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 Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Developer's operations, or authorizes funding or payments to Developer. This section does not apply to elected offices.

34. 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.

35. 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.

36. 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.

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

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

39. **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.

40. **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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

“DEVELOPER”

CW Farmstead, LLC
a Utah limited liability company

By: _____
Name: Colin H. Wright
Its: Authorized Representative

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 202_, personally appeared before me, Colin Wright, who being by me duly sworn, did say that he is an Authorized Representative of **CW Farmstead, LLC**, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Operating Agreement and duly acknowledgment to me that said limited liability executed the same.

Notary Public

THE "CITY"

FARMINGTON CITY

By: _____

Name: Brett Anderson

Its: Mayer

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 202_, 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

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF FLATROCK RANCH A CONSERVATION SUBDIVISION, RECORDED AS ENTRY #3363647 IN THE DAVIS COUNTY RECORDER'S OFFICE. SAID POINT OF BEGINNING BEING S00°16'01"E 1141.15 FEET ALONG THE SECTION LINE AND N90°00'00"E 118.16 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 26 AND RUNNING THENCE ALONG SAID SOUTH LINE OF FLATROCK RANCH A CONSERVATION SUBDIVISION N89°49'08"E 2271.57 FEET; THENCE LEAVING SAID SOUTH LINE S24°23'41"W 224.28 FEET; THENCE S00°05'48"W 83.78 FEET TO A FOUND UDOT RIGHT OF WAY MARKER AND THE NORTHEASTERLY RIGHT OF WAY LINE OF SR-177 (WEST DAVIS HIGHWAY); THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY THE FOLLOWING FIVE COURSES: 1) N89°54'12"W 323.97 FEET TO A FOUND UDOT RIGHT OF WAY MARKER, 2) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2612.50 FEET, A DISTANCE OF 402.98 FEET, A CHORD DIRECTION OF S85°40'40"W, AND A CHORD DISTANCE OF 402.58 FEET TO A FOUND UDOT RIGHT OF WAY MARKER, 3) S81°15'31"W 398.61 FEET, 4) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 987.50 FEET, A DISTANCE OF 338.56 FEET, A CHORD DIRECTION OF N88°55'11"W, AND A CHORD DISTANCE OF 336.90 FEET TO A FOUND UDOT RIGHT OF WAY MARKER, 5) ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 2874.99 FEET, A DISTANCE OF 763.48 FEET, A CHORD DIRECTION OF N71°29'07"W, AND A CHORD DISTANCE OF 761.24 FEET TO A FOUND UDOT RIGHT OF WAY MARKER; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE N00°20'31"W 123.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.50 ACRES IN AREA

EXHIBIT “B”

[Insert Concept/Site Plan and/or Final Plat]

EXHIBIT “C”

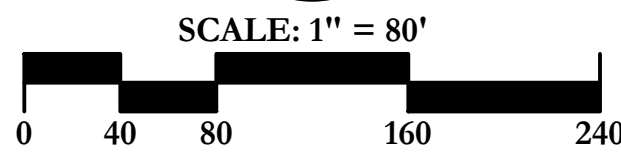
[Insert Parcel A Pocket Park & Amenity Exhibit]

EXHIBIT “D”

[Insert Noise Wall Cross Section]

EXHIBIT “E”

[Insert UDOT Noise Wall Standards & Schematics]



OWNER:
Cole West
610 North 800 West
Centerville, UT 84014
866-744-2489

COLE WEST

NOTES:

1. All sanitary sewer improvements shall conform with the standards and specifications of Central Davis Sewer District.
2. All culinary water improvements shall conform with the standards and specifications of Farmington City.
3. All secondary water improvements shall conform with the standards and specifications of Weber Basin Water Conservancy District.
4. All improvements in the public right of way shall conform with the standards and specifications of Farmington City.
5. All private improvements shall conform to APWA standards and specifications.
6. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
7. Secondary water has been allocated to parcels based on an anticipated landscape area (including park strip) of no more than 64% of the gross parcel size and that 2/3 of the landscape area is planted in turf and 1/3 of the landscaped area is planted in low water use plants. Larger total landscape areas, higher percentage turf areas, inefficient design of irrigation system, or inefficient operation of irrigation system may result in homeowner incurring additional billing charges and/or secondary water service being shut off.
8. Included with this subdivision application is a request for a zoning variance.
9. This project is depicted on fema firm number 49011F0381F, dated September 15, 2022, the project area is located within Zone X, areas determined to be outside the 0.2% annual chance flood.

STATISTICS:	
TOTAL AREA	15.50 ACRES
SINGLE FAMILY LOTS	30
DENSITY	1.94 DU/AC

APPROVED FOR CONSTRUCTION

APPROVED FOR CONSTRUCTION

By: _____ Date: _____
Farmington City Engineer



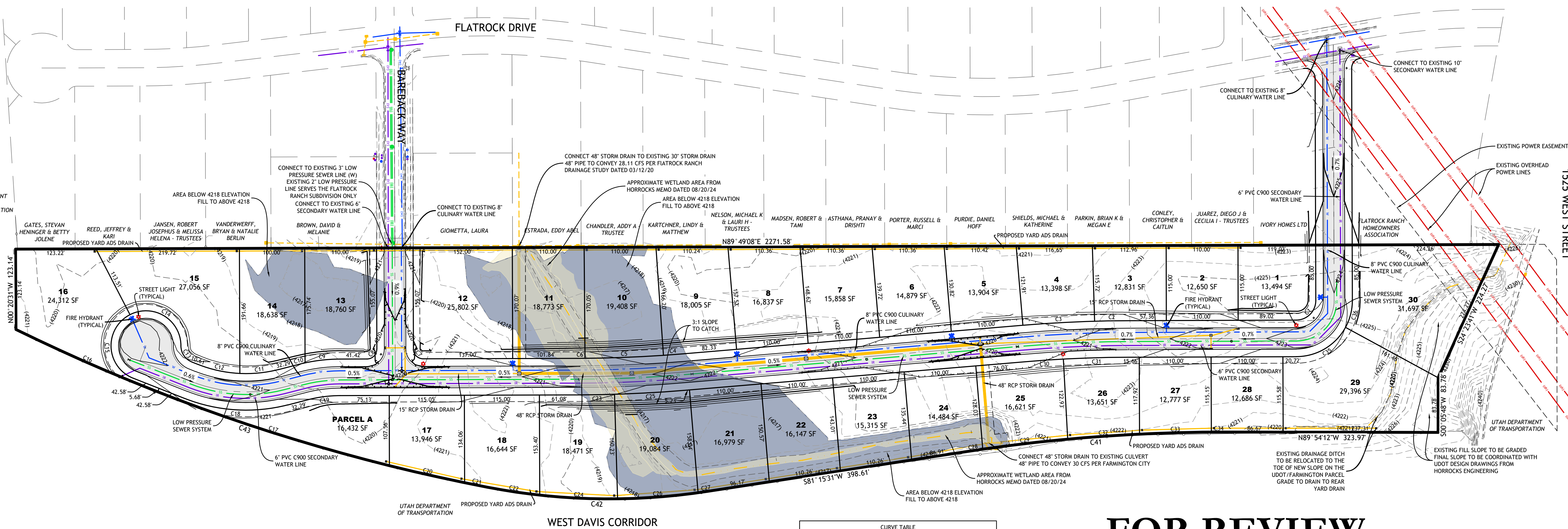
Schematic Plan

PROJECT:	
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: November 5, 2024

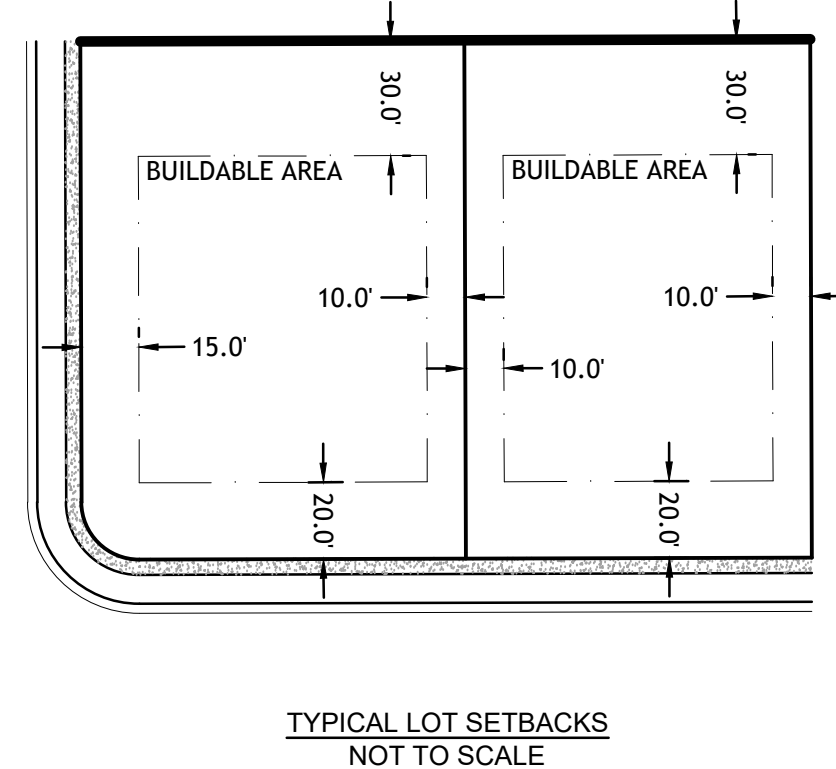
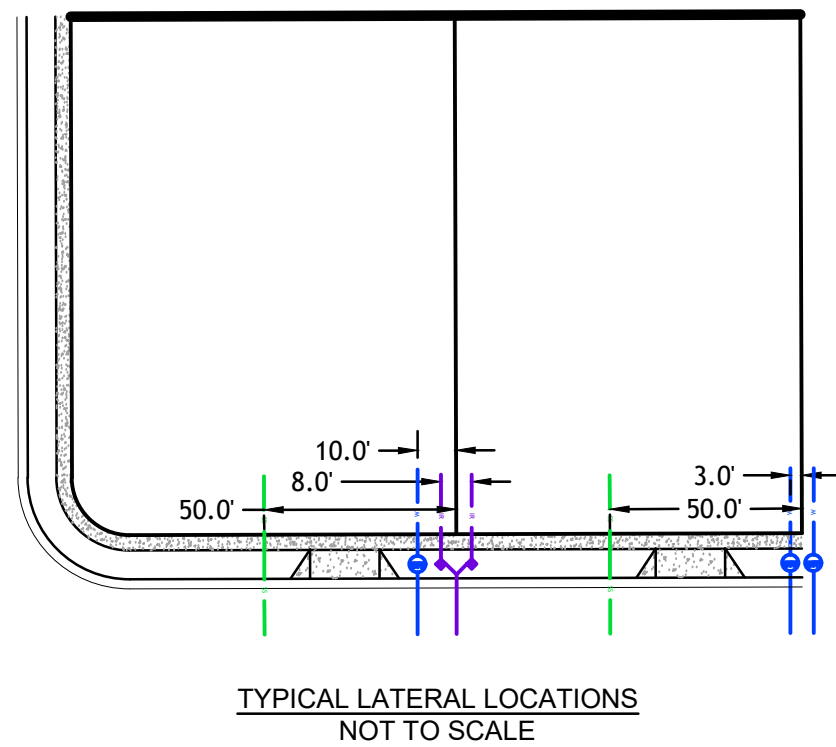
SHEET NUMBER:

O-1

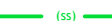
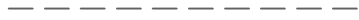


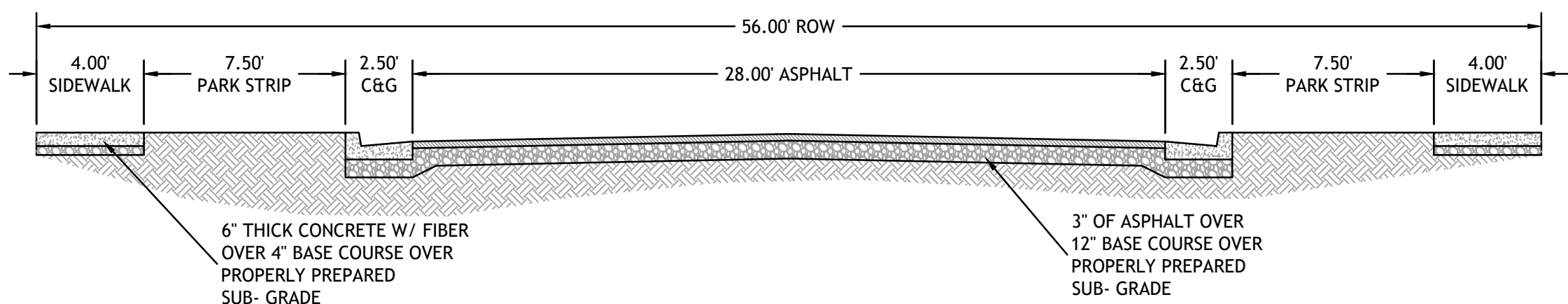
CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CURVE DIRECTION	CHORD LENGTH
C1	47.12	30.00	S44°49'08"W	42.43
C2	52.61	2028.00	S89°04'32"W	52.61
C3	110.05	2028.00	S86°46'40"W	110.04
C4	30.08	1972.00	S85°37'48"W	30.08
C5	120.20	1972.00	S87°48'47"W	120.18
C6	8.93	1972.00	S89°41'21"W	8.93
C7	23.56	15.00	N45°10'52"W	21.21
C8	23.56	15.00	S44°49'08"W	21.21
C9	53.98	256.00	S83°66'48"W	53.88
C10	9.48	256.00	S76°40'34"W	9.48
C11	59.98	200.00	S44°12'22"W	59.75
C12	65.29	200.00	N77°51'03"W	65.00
C13	31.80	26.50	N34°07'34"W	29.50
C14	109.77	53.50	N58°31'52"W	91.92
C15	122.50	53.50	S2°54'15"E	97.44
C16	237.22	2874.99	N66°14'29"W	237.15
C17	372.77	2875.00	N72°19'11"W	372.51
C18	160.34	256.00	S86°26'31"E	157.73
C19	49.58	200.00	N82°43'01"E	49.45
C20	118.07	2874.99	N77°12'38"W	118.06
C21	35.43	2874.99	N78°44'24"W	35.43
C22	81.24	987.50	N81°27'18"W	81.22
C23	53.90	2028.00	N89°03'27"E	53.90
C24	119.47	987.50	N87°16'39"W	119.39
C25	109.83	2028.00	N86°44'40"E	109.81
C26	123.77	987.50	S85°39'58"W	123.68
C27	14.08	987.50	S81°40'02"W	14.08
C28	28.34	2612.50	N81°34'09"W	28.34
C29	131.01	2612.50	S83°19'00"W	131.00
C30	58.56	1972.00	N86°02'37"E	58.55
C31	100.65	1972.00	N88°21'24"E	100.64
C32	110.26	2612.50	S85°57'45"W	110.25
C33	110.04	2612.50	S88°22'41"W	110.03
C34	23.33	2612.50	S89°50'27"W	23.33
C35	91.96	86.00	N59°11'05"E	87.64
C36	43.13	86.00	N14°11'05"E	42.68
C41	402.98	2612.50	S85°40'40"W	402.58
C42	338.56	987.50	N88°55'11"W	336.90

FOR REVIEW
NOT FOR CONSTRUCTION

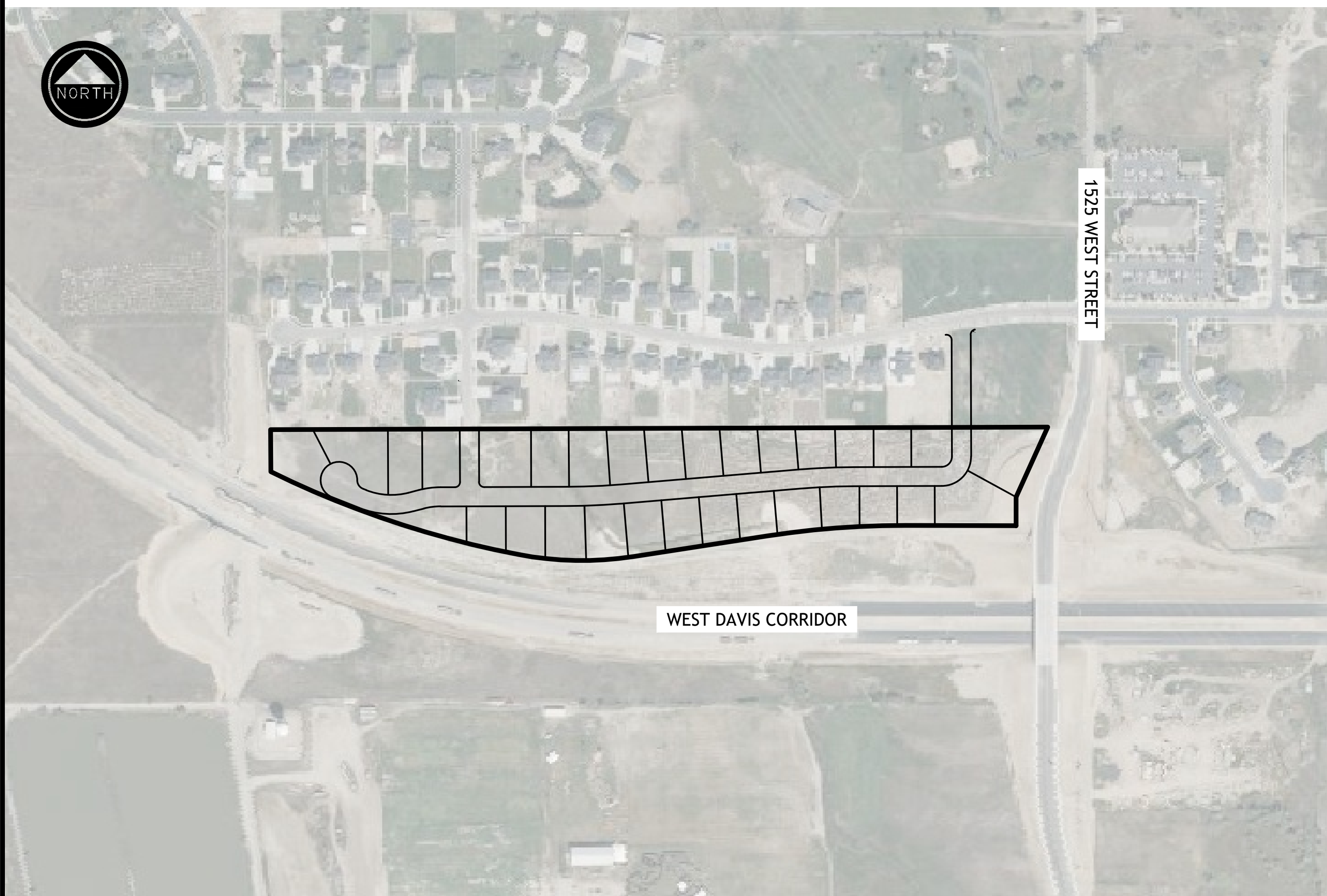


LEGEND

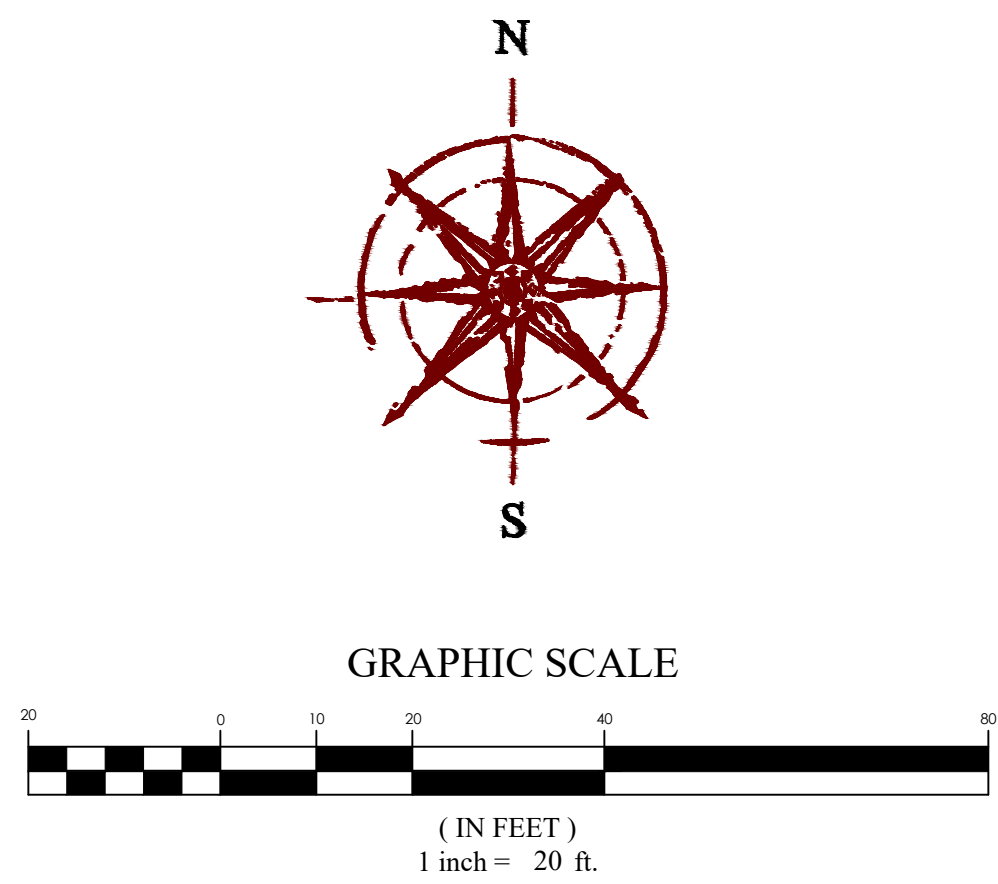
	SS		SS	PROPOSED SANITARY SEWER
	(H)		(H)	EXISTING SANITARY SEWER
				SANITARY SEWER MANHOLE
	W		W	PROPOSED WATER LINE
	(W)		(W)	EXISTING WATER LINE
				WATER VALVE, TEE & BEND
				FIRE HYDRANT
				EXISTING FIRE HYDRANT
	IR		IR	PROPOSED SEC. WATER LINE
	(IR)		(IR)	EXISTING SEC. WATER LINE
				SEC. WATER VALVE, TEE & BEND
				PROPOSED STREET LIGHT
				
RCP CL III STORM DRAIN				
				
EXISTING STORM DRAIN				
	SD		CB & CO	SD COMBOBOX, CB & CO
	EXISTING MAJOR CONTOUR			
	EXISTING MINOR CONTOUR			
				
PROPOSED MAJOR CONTOUR				
				
PROPOSED MINOR CONTOUR				



RESIDENTIAL ROAD SECTION
NOT TO SCALE



VICINITY MAP
1" = 250'



FOR
REVIEW
ONLY

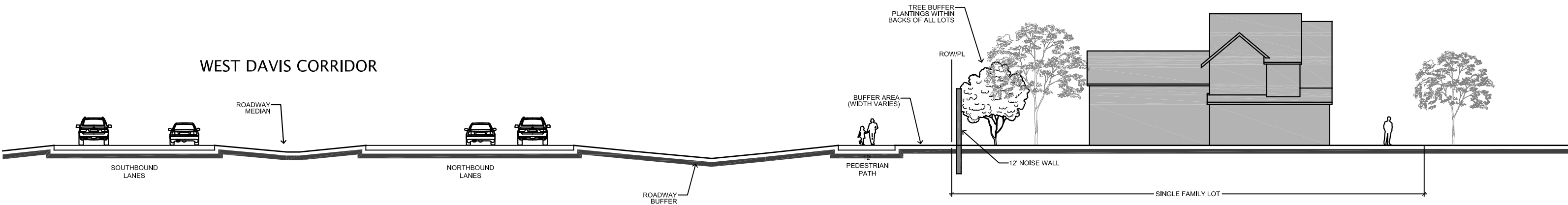
FARMSTEAD
FARMINGTON, UTAH
PARCEL A OPEN SPACE EXHIBIT

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

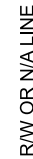
**PARCEL A
OPEN SPACE
EXHIBIT**

Scale: 1"=20'
Date: 11/01/2024
Sheet: LP-1

Drawn: SB
Job #: 24-0372



SOUND WALL BUFFER



SECTION - ADJACENT TO R/W OR N/A LINE



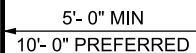
SECTION - ADJACENT TO R/W
WITH MAINTENANCE ACCESS



WALL OVERLAP PLAN



SECTION - ADJACENT TO ROADWAY



SECTION - ADJACENT TO ROADWAY

- ## NOTES

1. SLOPE FINISHED GRADE TO DRAIN AWAY FROM WALL.
2. PROVIDE MAINTENANCE ACCESS BETWEEN NOISE WALL AND R/W LINE WHEN NOISE WALL IS NOT PLACED 1 FT INSIDE OF R/W LINE.
3. CONNECT R/W FENCE TO BOTH ENDS OF WALL WHEN PLACING NOISE WALL 1 FT INSIDE OF R/W OR N/A LINE.
4. DO NOT PLACE WALL OUTSIDE OF N/A LINE.
5. OVERLAP NOISE WALL AS SHOWN WHEN AN OPENING IS REQUIRED. SEE PLANS FOR END TREATMENT.
6. REFER TO THE AASHTO ROADSIDE DESIGN GUIDE, FOR THE MAXIMUM REQUIRED CLEAR ZONE.

[illegible]

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH
STANDARD DRAWING EDITION

NOISE WALL PLACEMENT OPTIONS

STANDARD DRAWING TITLE

STD. DWG. NO.
SW 2

21-MAR-2024 DGN File D:\Standard\Spec\Section\Jim Buckley\2025 Standard Drawing Check ST and SW Series\Std03A.dgn

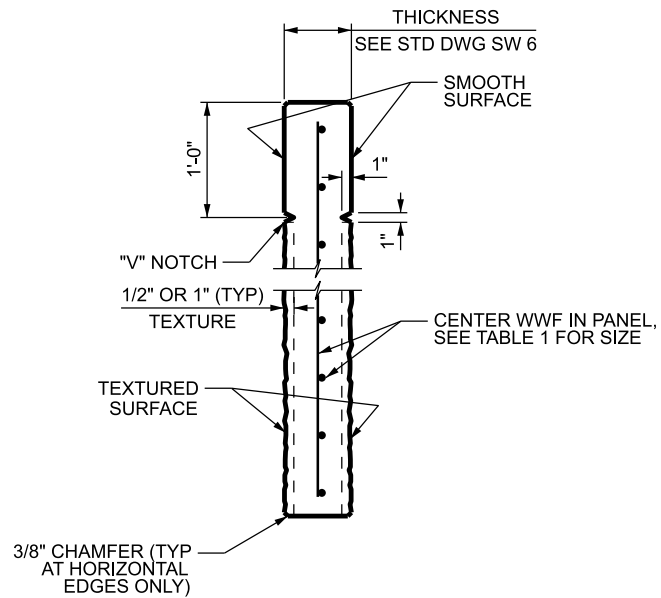
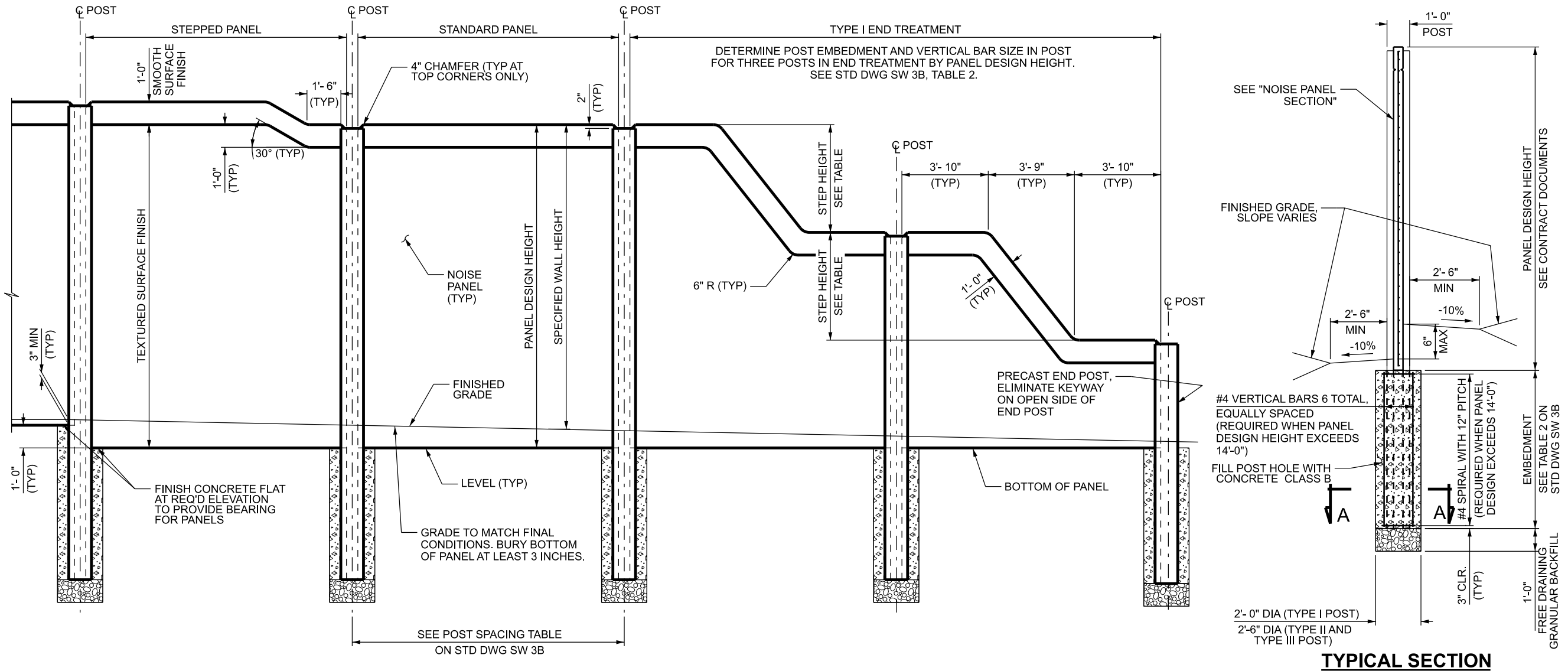


TABLE 1	
PANEL DESIGN HEIGHT	PANEL REINFORCEMENT
≤ 6'-0"	WWF 6x6 - W10xW10
7'-0"	WWF 6x6 - W10xW10
8'-0"	WWF 6x6 - W10xW10
9'-0"	WWF 6x6 - W10xW10
10'-0"	WWF 6x6 - W10xW10
11'-0"	WWF 6x6 - W10xW10
12'-0"	WWF 6x6 - W10xW10
13'-0"	WWF 6x6 - W20xW20
14'-0"	WWF 6x6 - W20xW20
15'-0"	WWF 6x6 - W20xW20
16'-0"	WWF 6x6 - W20xW20
17'-0"	WWF 6x6 - W20xW20

TYPE I END TREATMENT DIMENSIONS		
NOISE PANEL DESIGN HEIGHT	STEP HEIGHT	NUMBER OF STEPS
≤ 7'-0"	NONE	NONE
8'-0"	3'-0"	1
9'-0"	4'-0"	1
10'-0"	4'-0"	1
11'-0"	5'-0"	1
12'-0"	3'-6"	2
13'-0"	4'-0"	2
14'-0"	4'-6"	2
15'-0"	4'-6"	2
16'-0"	5'-0"	2
17'-0"	5'-6"	2

DESIGN DATA

AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS

PRECAST PANELS & POSTS: CONCRETE CLASS AAA(AE) $f'c = 5,000$ psi;
 f_y (REINF) = 60,000 psi; $n=8$

POST HOLES: CONCRETE CLASS B $f'c = 2,500$ psi
 f_y (REINF) = 60,000 psi; $n = 10$

NOTES

- CHAMFER EXPOSED CONCRETE CORNERS AS SHOWN.
- SEE CONTRACT DOCUMENTS FOR LOCATION AND SPECIFIED HEIGHT OF PRECAST NOISE WALL.
- ALL NOISE PANELS ARE:
HEIGHT: 6 FT MIN TO 17 FT MAX (1 FT INCREMENTS)
LENGTH: 11 FT - 5 INCHES LONG
THICKNESS: 7 INCHES
- DETERMINE PANEL HEIGHTS AND LOCATIONS OF PANEL STEPS TO PROVIDE SPECIFIED MINIMUM WALL HEIGHT THROUGHOUT ENTIRE LENGTH OF WALL, EXCLUDING END TREATMENTS.
- CHANGE ELEVATION AT TOP OF NOISE WALL WITH STEPPED PANEL AS SHOWN ON THIS SHEET.
- BEGIN AND END NOISE WALL WITH END TREATMENT SPECIFIED IN THE CONTRACT DOCUMENTS. TYPE I END TREATMENT SHOWN ON THIS SHEET.
- EVENLY SPACE PILASTER POSTS AT 200 FT MAXIMUM INTERVAL WHEN REQUIRED. SEE STD DWG SW 5 FOR PRECAST PILASTER POST DETAILS. SEE CONTRACT DOCUMENTS FOR EXACT LOCATIONS.
- FORM A TEXTURED SURFACE FINISH ON BOTH SIDES OF NOISE PANEL. SEE CONTRACT DOCUMENTS FOR PRESCRIBED TEXTURED SURFACE FINISHES.
- SEE STD DWG SW 3B FOR SECTION A-A.

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH

PRECAST CONCRETE
NOISE WALL
1 OF 2

STD. DWG. NO.
SW 3A

STANDARD DRAWING EDITION

2025 Standard Drawing

REVISIONS

NO.	DATE	APPR.	REVISED CONCRETE CLASS	REMARKS
1	06/28/2018	RDC		



SECTION THROUGH TYPE I POST

 $\theta = 0^\circ \text{ TO } 10^\circ$ 

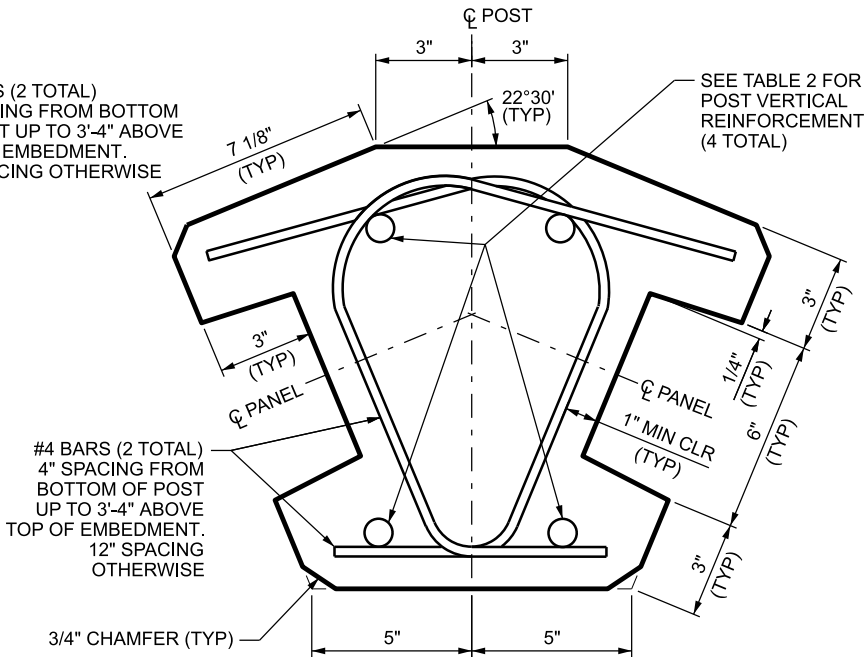
**#4 BARS (6 TOTAL)
EQUALLY SPACED.
REQ'D WHEN PANEL
DESIGN HEIGHT
EXCEEDS 14'-0"**

**#4 SPIRAL WITH 12" PITCH. REQ'D
WHEN PANEL DESIGN HEIGHT
EXCEEDS 14'-0"**

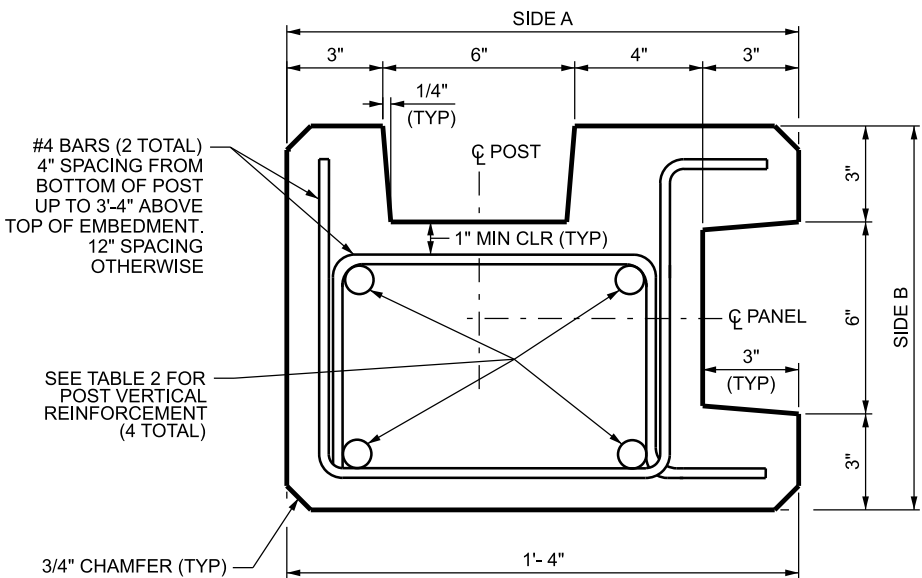
POST SPACING	
¢ POST TO ¢ POST	REQ'D SPACING
TYPE I TO TYPE I	12'- 0"
TYPE I TO TYPE II	12'- 2"
TYPE I TO TYPE III SIDE A	12'- 0"
TYPE I TO TYPE III SIDE B	12'- 4"
TYPE II TO TYPE II	12'- 4"
TYPE II TO TYPE III SIDE A	12'- 4"
TYPE II TO TYPE III SIDE B	12'- 6"
TYPE III SIDE A TO TYPE III SIDE A	12'- 0"
TYPE III SIDE A TO TYPE III SIDE B	12'- 4"
TYPE III SIDE B TO TYPE III SIDE B	12'- 8"

PILASTER POST IS TYPE

PANEL DESIGN HEIGHT	POST	
	VERTICAL BAR SIZE	EMBEDMENT
≤ 6'-0"	#5	5'- 6"
7'-0"	#5	5'- 6"
8'-0"	#5	5'- 6"
9'-0"	#5	5'- 6"
10'-0"	#5	5'- 6"
11'-0"	#6	5'- 9"
12'-0"	#6	6'-0"
13'-0"	#7	6'-3"
14'-0"	#7	6'-6"
15'-0"	#8	6'-9"
16'-0"	#9	7'-3"
17'-0"	#9	7'-3"



SECTION THROUGH TYPE II POST

 $\theta = 35^\circ \text{ TO } 55^\circ$ 

SECTION THROUGH TYPE III POST

 $\theta = 80^\circ \text{ TO } 100^\circ$

REVISIONS					
NO.	DATE	APPR.			REMARKS

UTAH DEPARTMENT OF TRANSPORTATION

STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION

SALI LAKE CITY, UTAH

2025 Standard Drawing

PRECAST CONCRETE

NOISE WALL

2 OF 2

STANDARD DRAWING TITLE

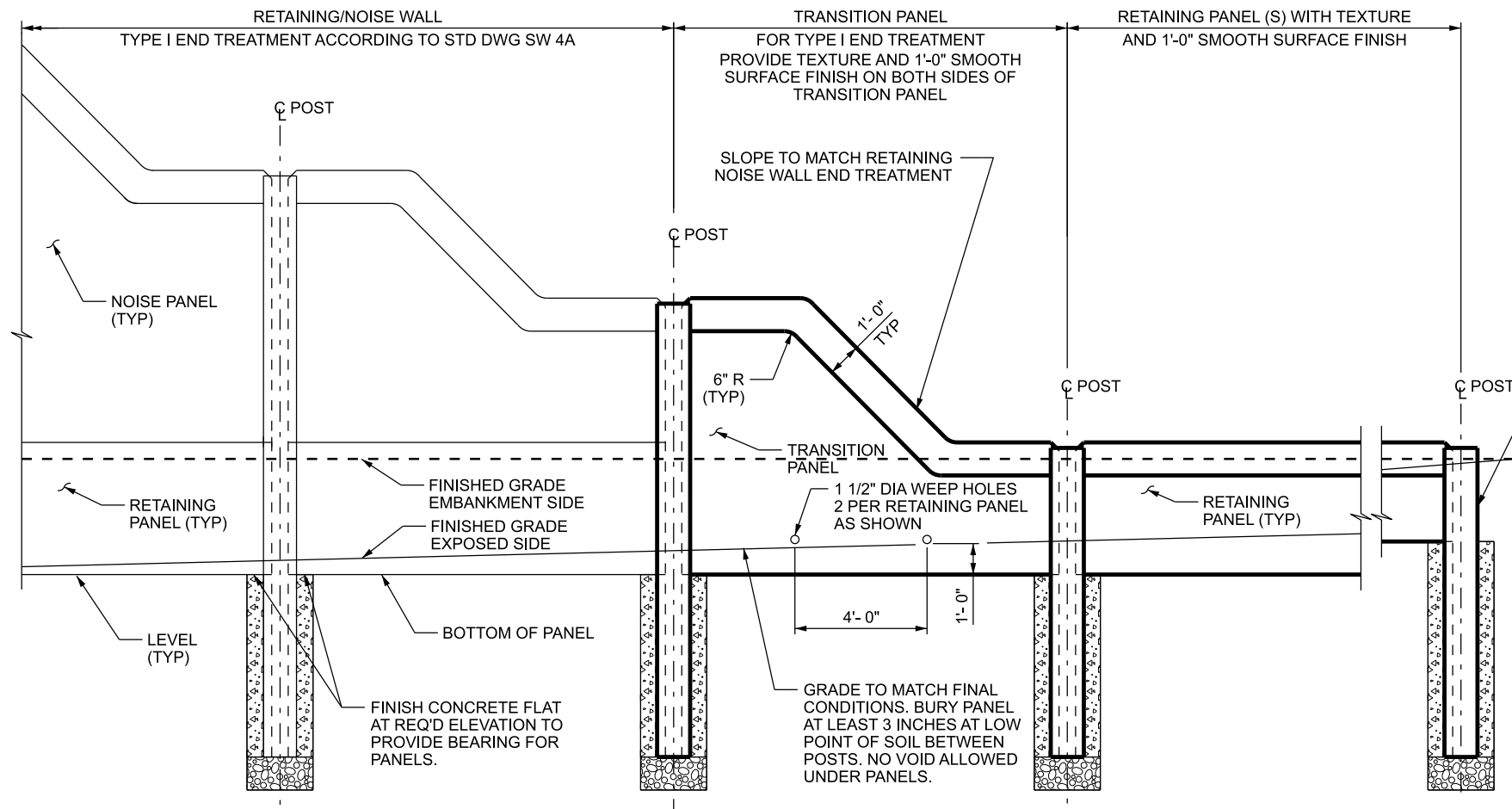
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SW 3B

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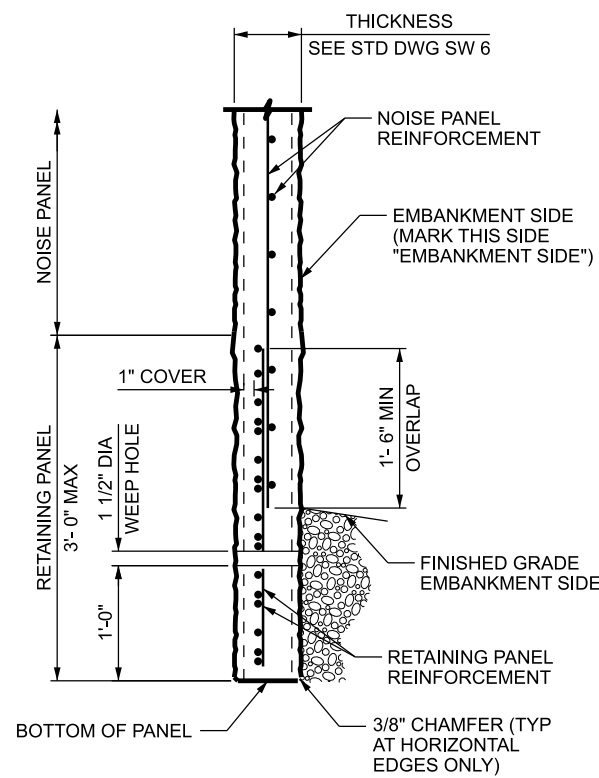
21-MAR-2024

21-MAR-2024 D:\N File\Dr\Standard\Spec\Section\Jim Buckley\2025 Standard Drawing Check\ST and SW Series\SW04B.dgn

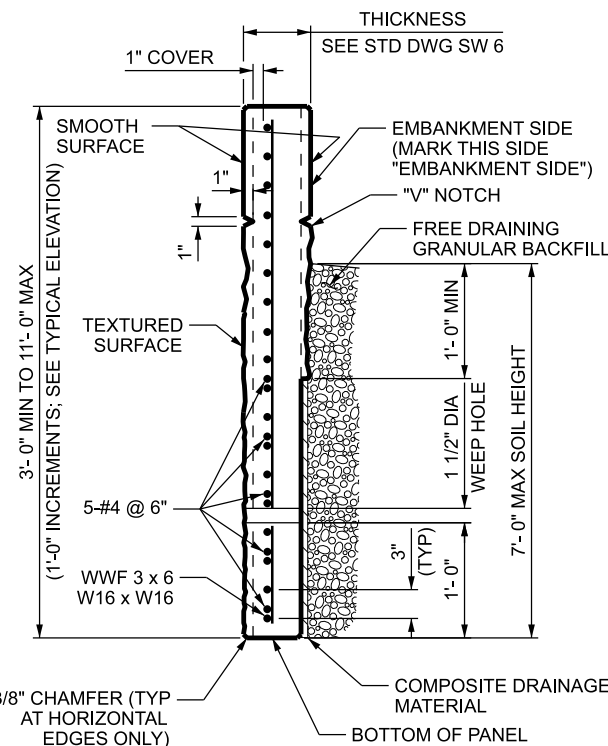


TYPICAL ELEVATION

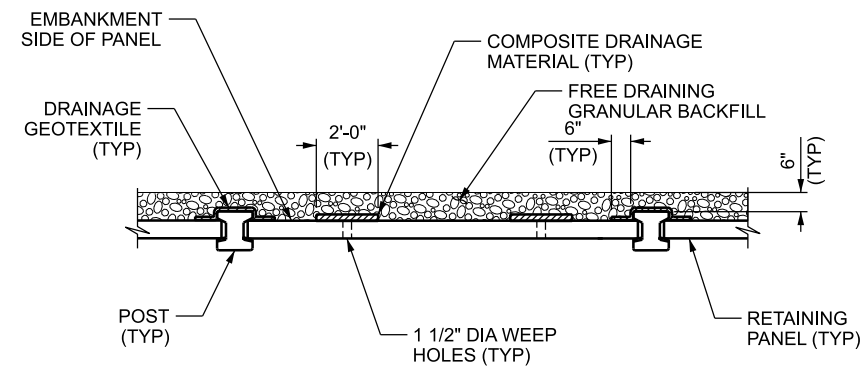
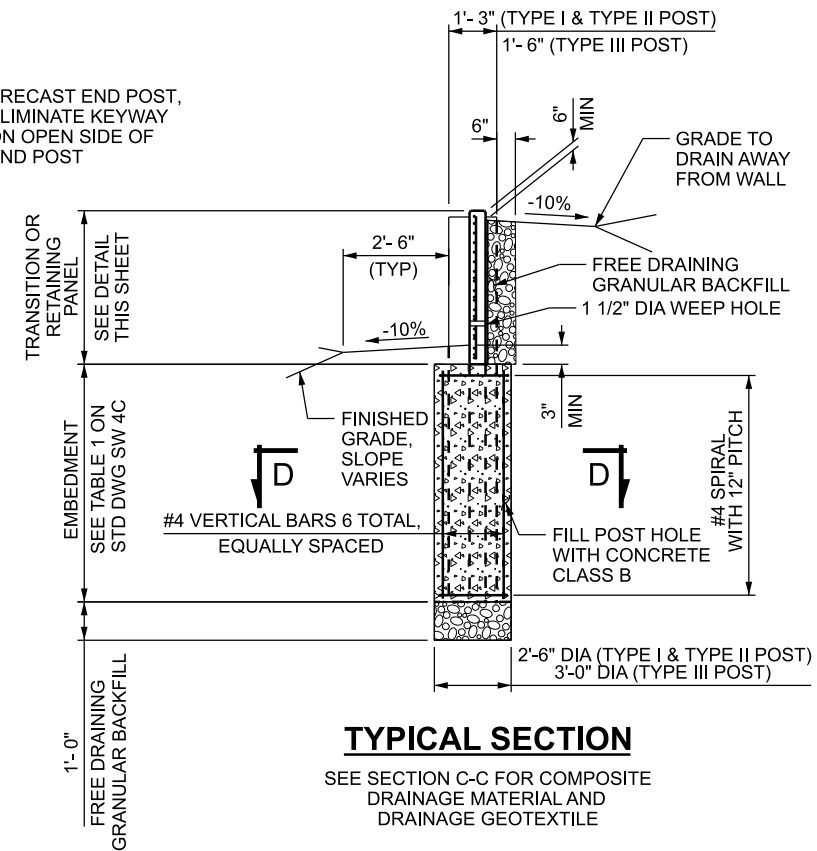
TRANSITION TO RETAINING ONLY WALL



COMBINED NOISE/RETAINING PANEL SECTION



TRANSITION PANEL SECTION



NOTE: PLACE FREE DRAINING GRANULAR BACKFILL, COMPOSITE DRAINAGE MATERIAL, AND DRAINAGE GEOTEXTILE FROM THE TOP OF FINISHED GRADE TO THE BOTTOM OF RETAINING PANEL.

SECTION C-C

SEE STD DWG SW 4A FOR LOCATION

REVISIONS

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH
STANDARD DRAWING EDITION

PRECAST CONCRETE
RETAINING/NOISE WALL
2 OF 3

STD. DWG. NO.
SW 4B

2025 Standard Drawing

STANDARD DRAWING TITLE

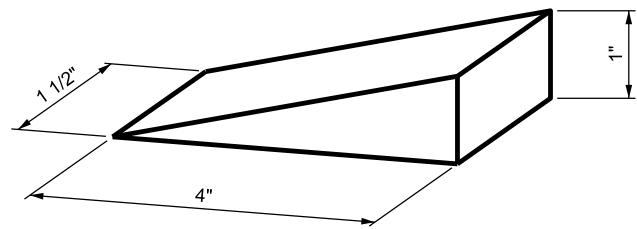
REMARKS

APPR.

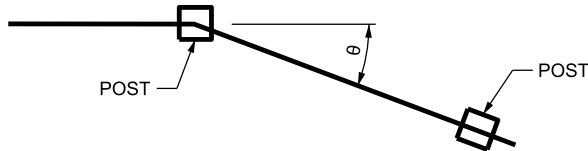
DATE

NO.

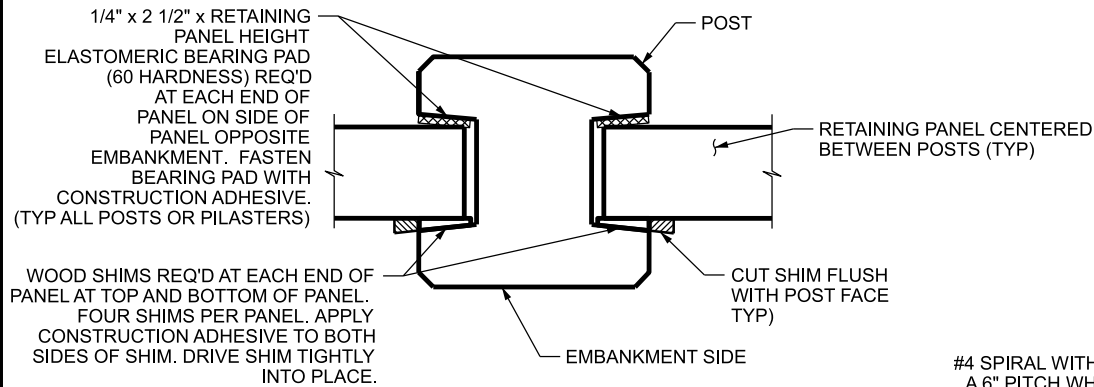
21-MAR-2024 D:\N_Files\Drawings\Standard\Drawings\Section\Jim Buckley\2025 Standard Drawing Check ST and SW Series\SW4C.dgn



WOOD SHIM DETAIL

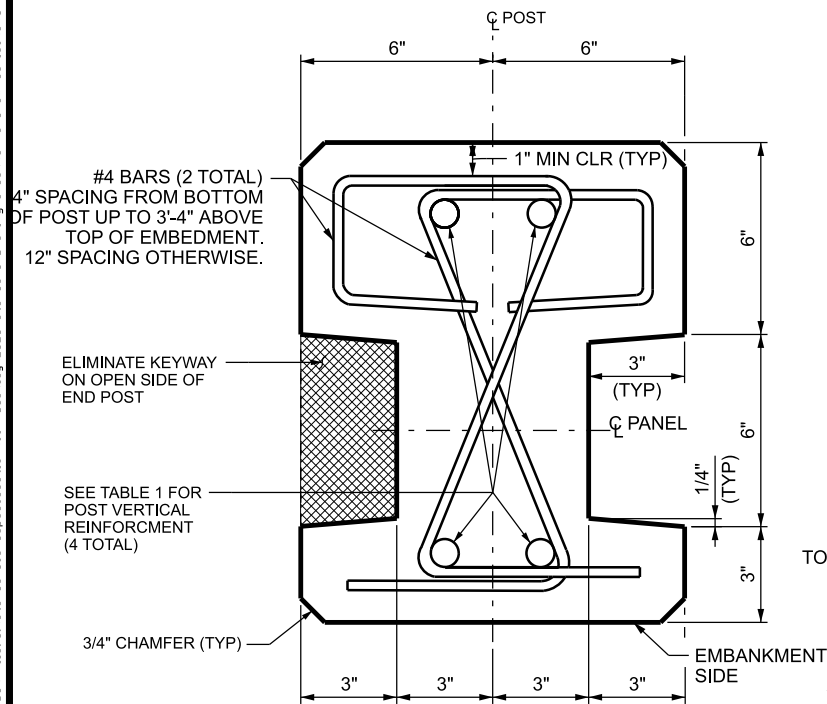


θ DETAIL



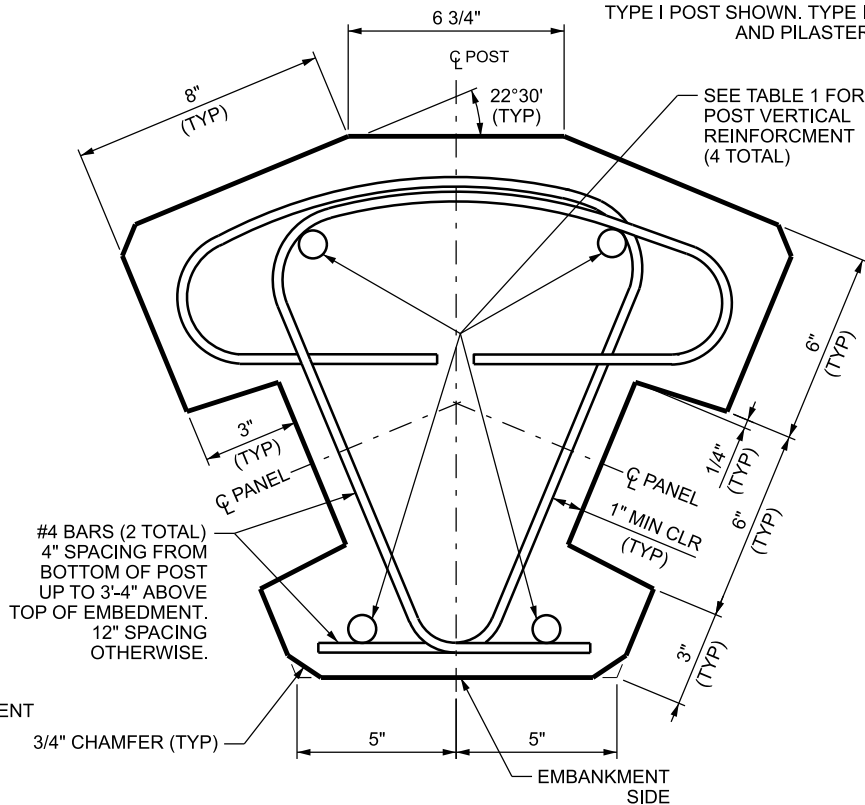
POST & RETAINING PANEL DETAIL

TYPE I POST SHOWN
TYPE II POST, TYPE III POST, AND PILASTER SIMILAR



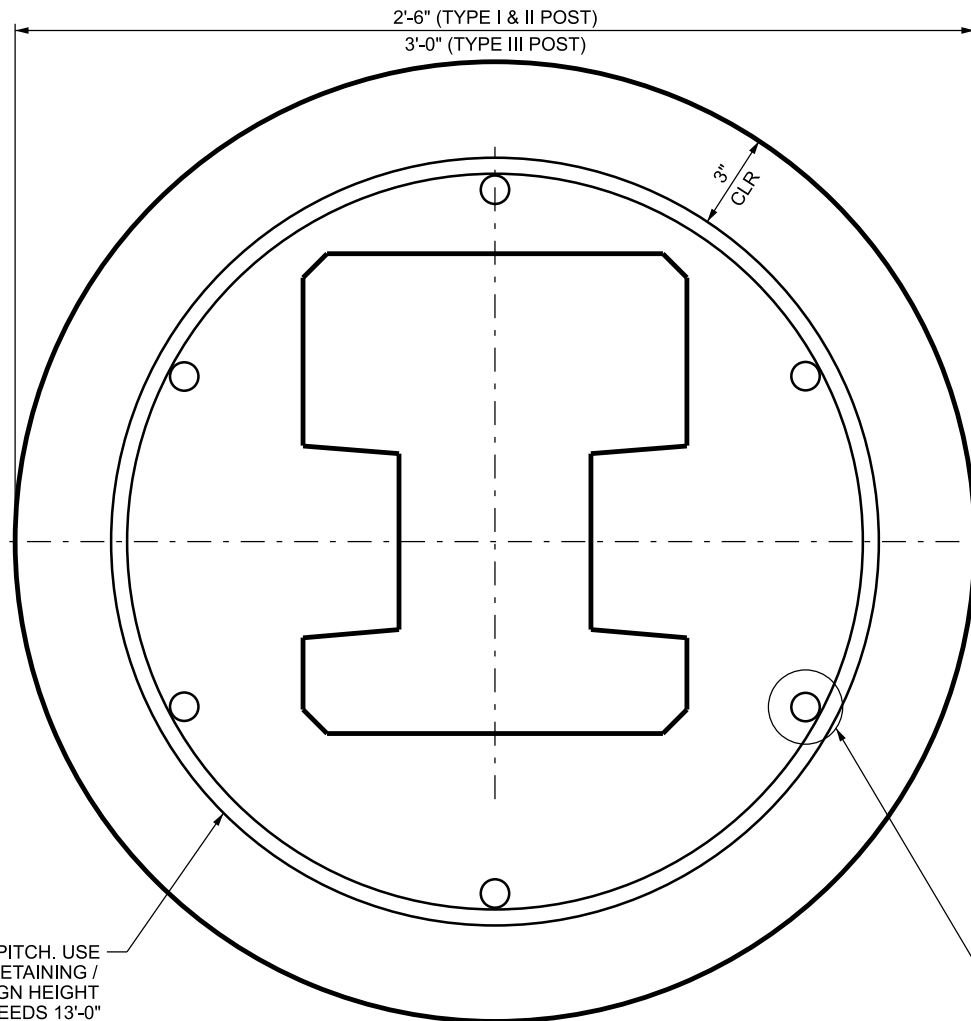
SECTION THROUGH TYPE I POST

θ = 0° TO 10°



SECTION THROUGH TYPE II POST

θ = 35° TO 55°



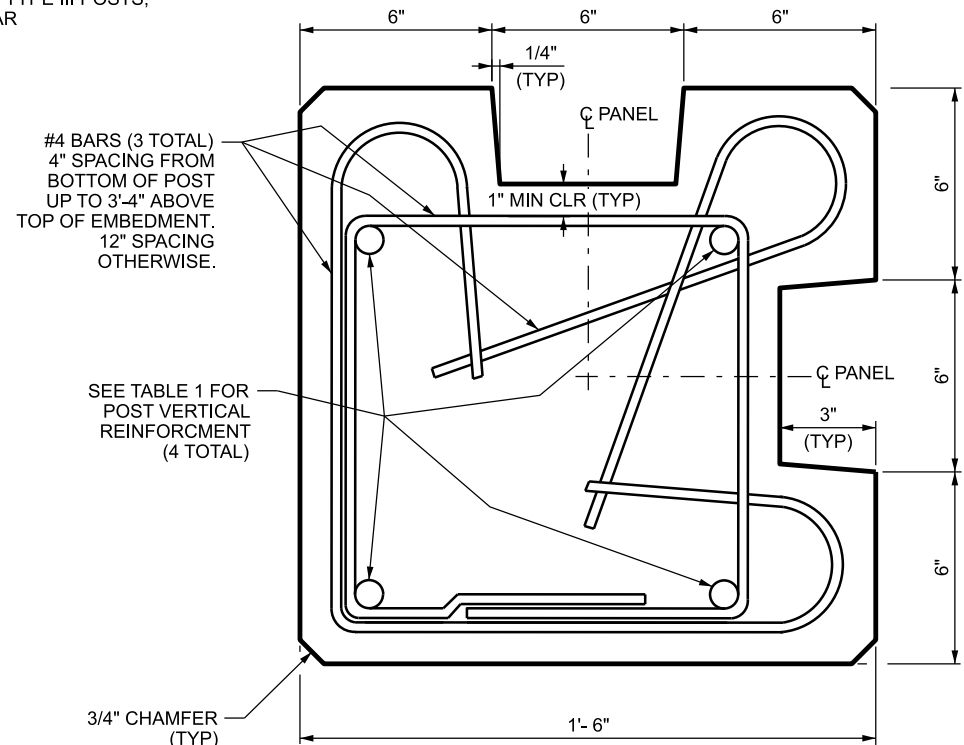
SECTION D-D

SEE STD DWG SW 4A AND SW 4B FOR LOCATION:
TYPE I POST SHOWN. TYPE II POST, TYPE III POSTS,
AND PILASTER SIMILAR

POST SPACING	
¢ POST TO ¢ POST	REQ'D SPACING
TYPE I TO TYPE I	12'-0"
TYPE I TO TYPE II	12'-2"
TYPE I TO TYPE III	12'-3"
TYPE II TO TYPE II	12'-4"
TYPE II TO TYPE III	12'-5"

PILASTER POST IS TYPE I

RETAINING/ NOISE WALL HEIGHT	POST	
	VERTICAL BAR SIZE	EMBEDMENT
≤ 7'-0"	#7	9'-0"
8'-0"	#7	9'-3"
9'-0"	#7	9'-6"
10'-0"	#7	9'-8"
11'-0"	#7	9'-11"
12'-0"	#7	10'-0"
13'-0"	#7	10'-3"
14'-0"	#8	10'-6"
15'-0"	#8	10'-8"
16'-0"	#8	10'-10"
17'-0"	#9	11'-0"
18'-0"	#9	11'-2"
19'-0"	#9	11'-4"



SECTION THROUGH TYPE III POST

θ = 80° TO 100°

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH
STANDARD DRAWING EDITION

PRECAST CONCRETE
RETAINING/NOISE WALL
3 OF 3

STD. DWG. NO.
SW 4C

2025 Standard Drawing

STANDARD DRAWING TITLE

REVISIONS

REMARKS

NO. DATE APPR.

21-MAR-2024 D:\N File D:\Standard\Spec\Section\Jim Buckley\2025 Standard Drawing Check ST and SW Series\SW05.dgn

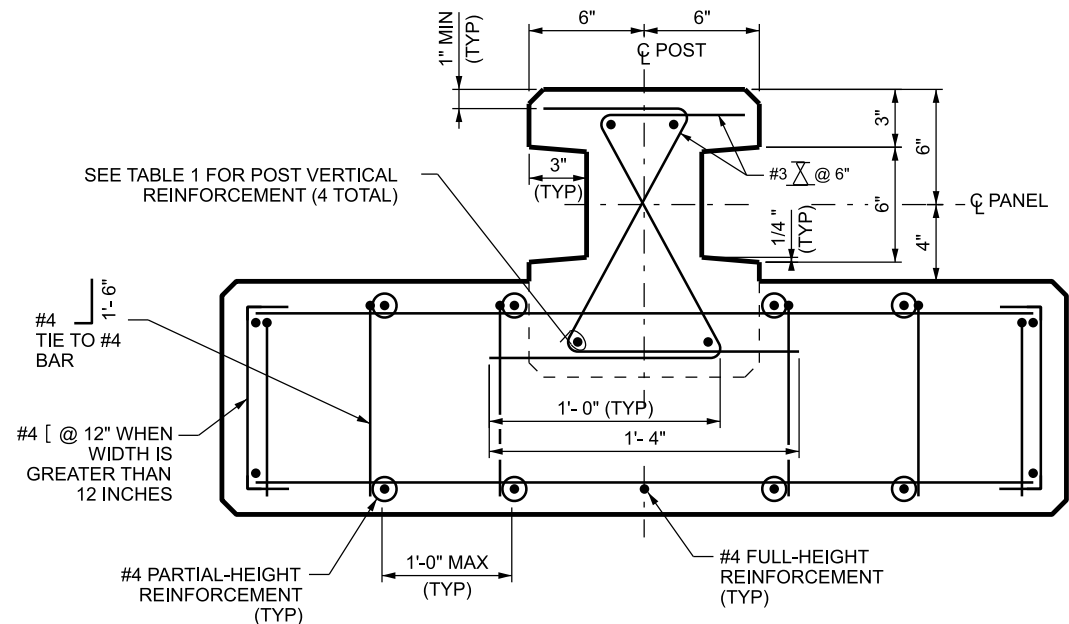
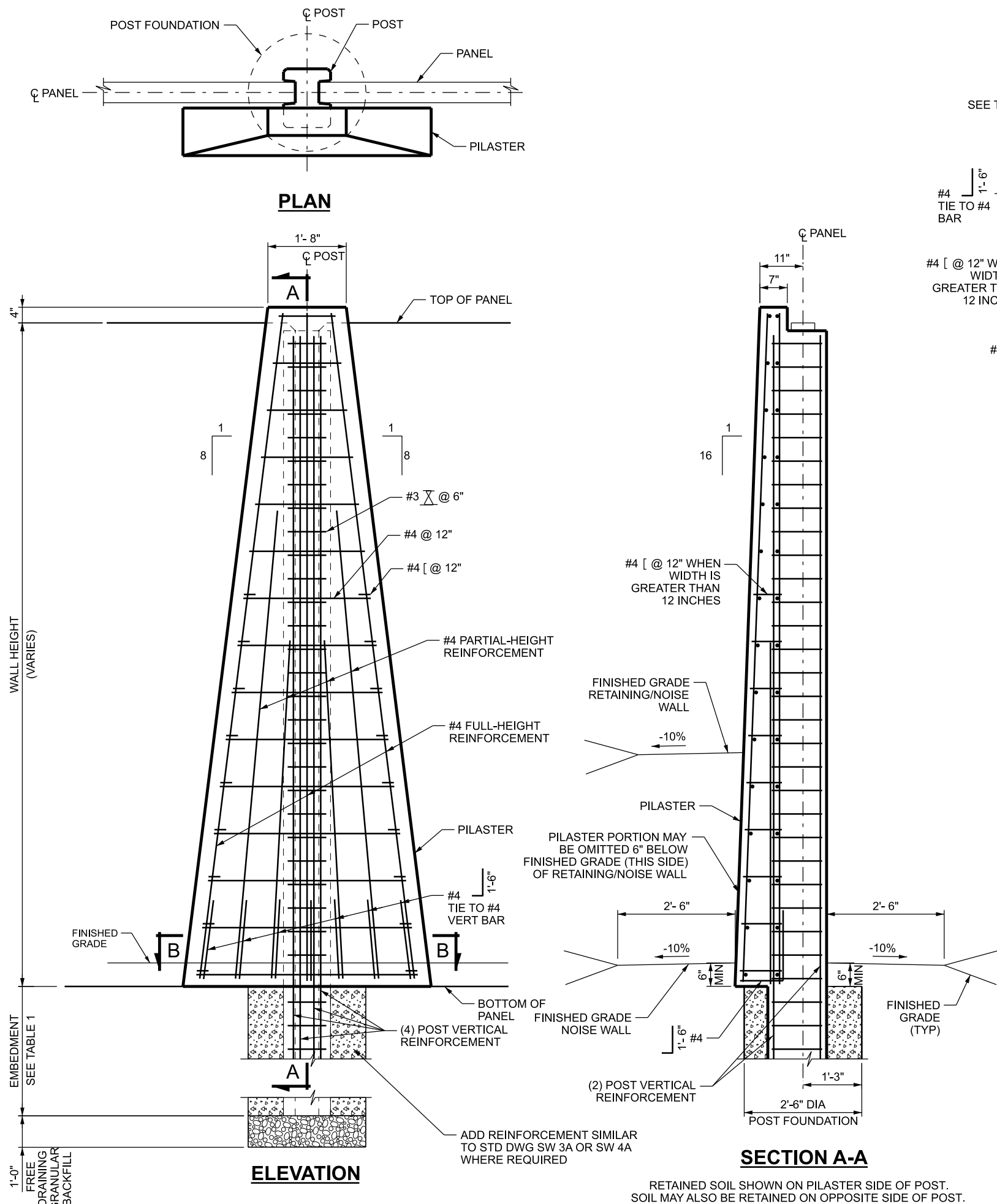


TABLE 1 - NOISE WALL		
WALL HEIGHT	POST	
	VERTICAL BAR SIZE	EMBEDMENT
$\leq 6'-0"$	#5	5'-6"
7'-0"	#5	6'-4"
8'-0"	#5	7'-3"
9'-0"	#5	8'-2"
10'-0"	#7	9'-0"
11'-0"	#7	9'-11"
12'-0"	#8	10'-10"
13'-0"	#8	11'-9"
14'-0"	#8	12'-8"
15'-0"	#10	13'-6"
16'-0"	#10	14'-5"
17'-0"	#10	15'-4"

TABLE 1 - RETAINING/NOISE WALL		
WALL HEIGHT	POST	
	VERTICAL BAR SIZE	EMBEDMENT
$\leq 7'-0"$	#7	9'-0"
8'-0"	#7	9'-3"
9'-0"	#7	9'-6"
10'-0"	#7	9'-8"
11'-0"	#7	9'-11"
12'-0"	#8	10'-10"
13'-0"	#8	11'-9"
14'-0"	#8	12'-8"
15'-0"	#10	13'-6"
16'-0"	#10	14'-5"
17'-0"	#10	15'-4"
18'-0"	#11	16'-3"
19'-0"	#11	17'-2"

DESIGN DATA

AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS

PRECAST PANELS & POSTS: CONCRETE CLASS AAA(AE) $f'_c = 5,000$ psi;
 f_y (REINF) = 60,000 psi; $n=8$

POST HOLES: CONCRETE CLASS B $f'_c = 2,500$ psi
 f_y (REINF) = 60,000 psi; $n=10$

NOTES

- CHAMFER ALL EXPOSED CONCRETE CORNERS 3/4 INCH EXCEPT WHERE SPECIFIED OTHERWISE.
- PROVIDE 2 INCH CONCRETE COVER TO REINFORCING STEEL EXCEPT WHERE SPECIFIED OTHERWISE.
- ALL EXPOSED SURFACES TO HAVE A SMOOTH SURFACE FINISH.
- DO NOT PLACE PILASTERS ON WALLS GREATER THAN 19 FT HIGH.
- EVENLY SPACE PILASTER POSTS AT 200 FT MAXIMUM INTERVALS. SEE CONTRACT DOCUMENTS FOR EXACT LOCATIONS.
- PLACE PILASTER ON HIGHWAY SIDE OF NOISE WALLS.
- PLACE PILASTER ON HIGHWAY SIDE OF RETAINING/NOISE WALLS.
- PLACE 1 FT WIDE DRAINAGE GEOTEXTILE ALONG JOINT BETWEEN PILASTER AND PANEL (2 LOCATIONS PER PILASTER) FROM THE TOP OF FINISHED GRADE TO THE BOTTOM OF RETAINING PANEL WHEN PILASTER IS ON EMBANKMENT SIDE OF RETAINING/NOISE WALLS. WRAP FREE DRAINING GRANULAR BACKFILL AROUND PILASTER.

REVISIONS

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH
STANDARD DRAWING EDITION

PRECAST PILASTER POST

STD. DWG. NO.

SW 5

2025 Standard Drawing

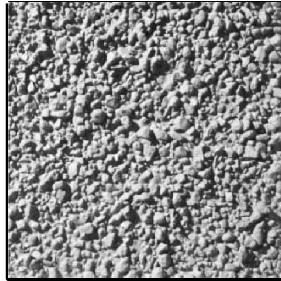
STANDARD DRAWING TITLE

1 06/28/2018 RDC REVISED CONCRETE CLASS
DATE APPR. NO. REMARKS

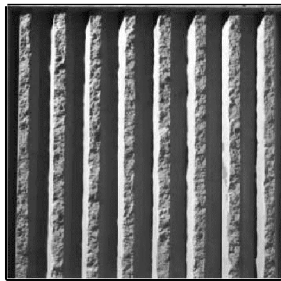
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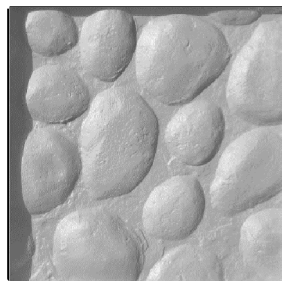
ASHLAR STONE



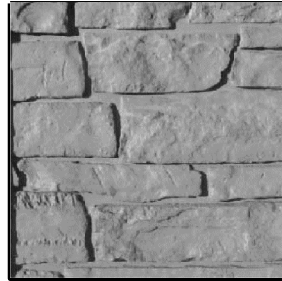
EXPOSED AGGREGATE



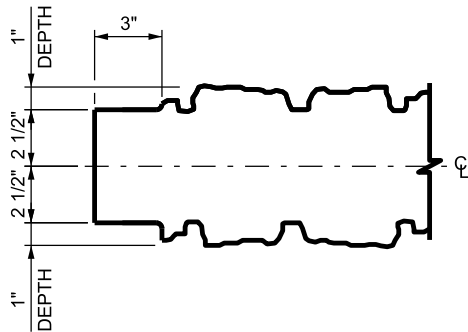
FRACTURED FIN



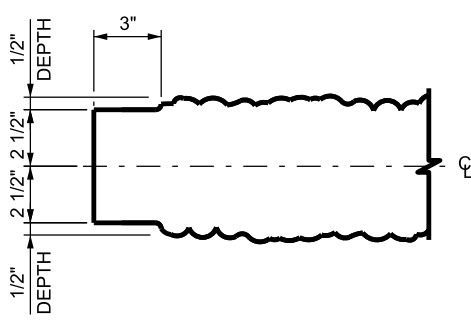
RIVER ROCK



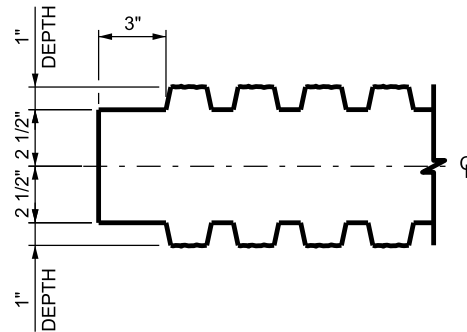
STACKED STONE



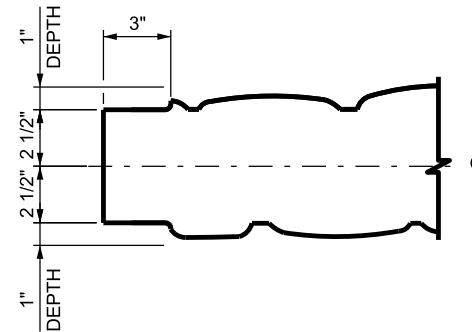
SECTION A-A



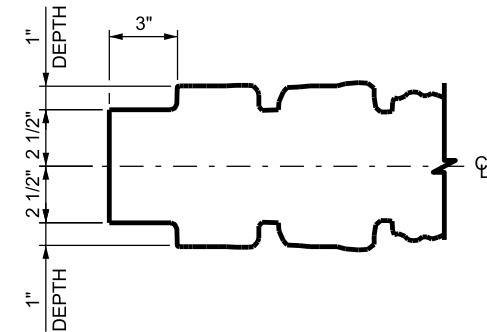
SECTION A-A



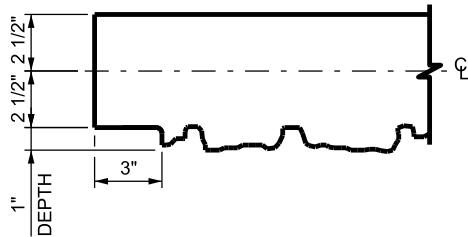
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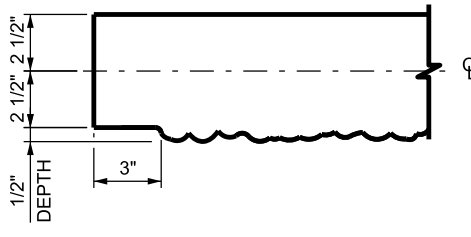
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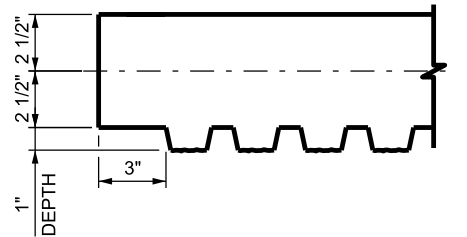
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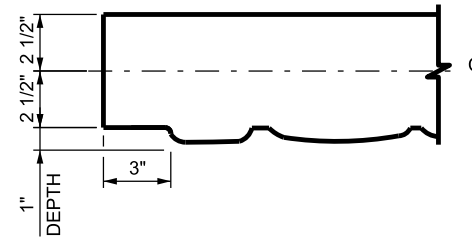
SECTION B-B



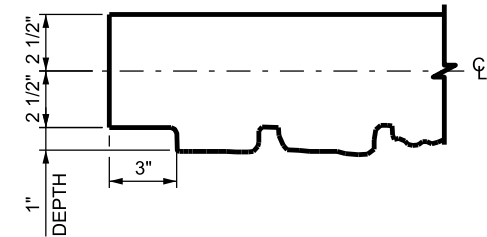
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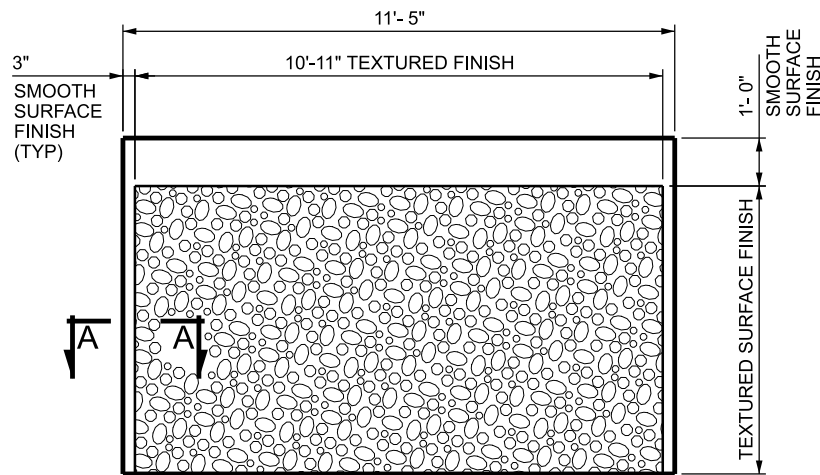
SECTION B-B



SECTION B-B

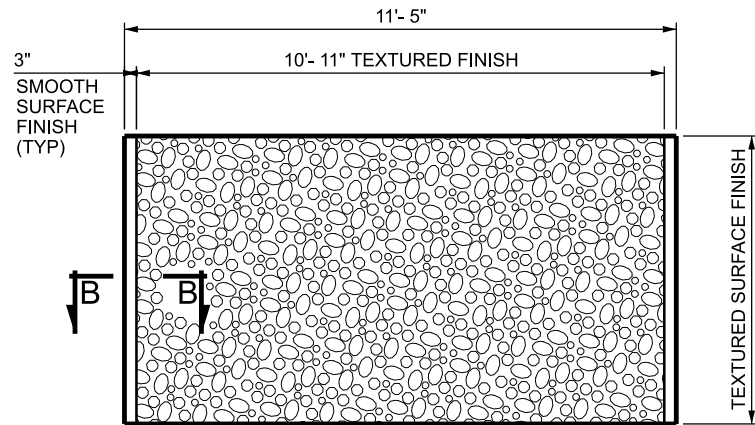


SECTION B-B



TYPICAL NOISE PANEL

BOTH FACES SIMILAR



TYPICAL RETAINING PANEL

EMBANKMENT SIDE FACE SMOOTH SURFACE FINISH

NOTES

1. SEE STD DWG SW 3A FOR ADDITIONAL NOISE PANEL DETAILS.
2. SEE STD DWG SW 4A AND SW 4B FOR ADDITIONAL RETAINING PANEL DETAILS.
3. FORM TEXTURED SURFACE FINISH USING FORM LINERS.
4. PROVIDE A TEXTURED SURFACE FINISH ON BOTH SIDES OF NOISE PANELS.
5. PROVIDE A SMOOTH SURFACE FINISH ON THE EMBANKMENT SIDE AND A TEXTURED SURFACE FINISH ON THE EXPOSED SIDE OF RETAINING PANELS.
6. USE THE EXPOSED AGGREGATE OPTION TO MATCH AN EXISTING EXPOSED AGGREGATE NOISE WALL.
7. SUBMIT FOR APPROVAL SAMPLES OF THE TEXTURED SURFACE FINISHES SPECIFIED IN THE CONTRACT DOCUMENTS PRIOR TO CASTING THE PANELS.

REVISIONS

UTAH DEPARTMENT OF TRANSPORTATION
STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION
SALT LAKE CITY, UTAH
STANDARD DRAWING EDITION

PRECAST CONCRETE
PANEL SURFACE
TEXTURE OPTIONS

STD. DWG. NO.
SW 6

2025 Standard Drawing

STANDARD DRAWING TITLE

REMARKS

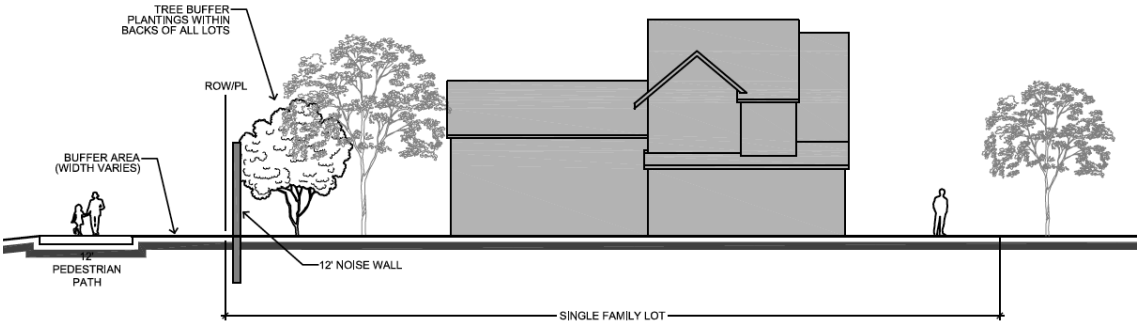
NO. DATE APPR.

Sf of Park	16,394.30
Sf of Concrete	1,672.85
Sf of Park less Concrete	14,721.45

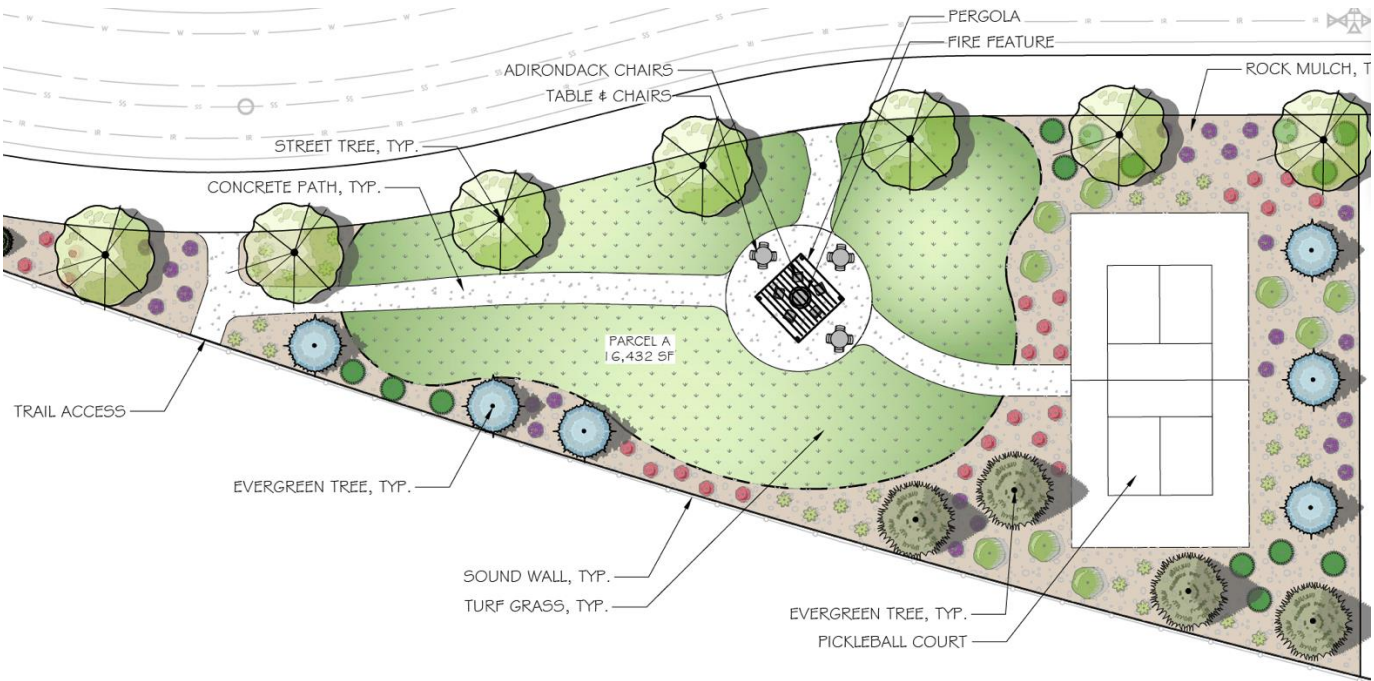
Landscaping Price per sf	\$ 5.35	\$ 78,759.76
Concrete Price per sf	\$ 14.50	\$ 24,256.33

Pickleball Court			\$	65,000.00
Pickleball Lights/Fence			\$	20,000.00
Clear/Grub/Grade			\$	10,000.00
Steel 12x12 Pergola			\$	18,000.00
Firepit/Gasline/Meter			\$	9,500.00
6' Vinyl Fence	\$	56.00	\$	6,048.00
Furniture				25,000

Running Total \$ 256,564.09
Noise Wall Cost \$663,600
Fee in Lieu Waiver \$100,000
Total Contribution \$1,020,164.09



SOUND WALL BUFFER



CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, November 12, 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 - 5:30 p.m.

- General Plan Open House with FFKR
- Miller Meadows Phase 9 Concept Plan discussion

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

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

PRESENTATIONS:

- Musical Number - 3 Patriotic Treasures by Hopebox Choir
- Recognition of Brynn Stoker, Student of the Month
- Recognition of Holly Gadd for earning the Senior Certified Professional IPMA-SCP

BUSINESS:

- Lyon Meadows Development Agreement and Deed Restriction

SUMMARY ACTION:

1. Monthly Financial Report
2. Easement Encroachment Agreement for installation of sidewalk along 1100 West
3. Resolution appointing City Engineer Chad Boshell as representative and proxy for Farmington City at meetings of the Clark Water Company
4. Main Street (Park Ln. - Shepard Ln.) Utility Relocation Agreement
5. UTA Passenger Bus Stop Access and Use Agreement
6. Approve of Minutes 10.01.24 & 10.15.24

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

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

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

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on November 7, 2024