



**FARMINGTON CITY
PLANNING COMMISSION**

October 08, 2026



FARMINGTON

MORE TIME FOR LIVING

PLANNING COMMISSION MEETING NOTICE AND AGENDA

Thursday October 08, 2026

Study Session: 6:30 PM | Regular Session: 7:00 PM (<https://us02web.zoom.us/j/85999971391>)

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the above zoom link. Any emailed comments for the listed public hearings, should be sent to crowe@farmington.utah.gov by 5 PM on the day listed for meeting.

SUBDIVISION APPLICATIONS – *no public hearing*

1. Luke Martineau – Applicant is requesting consideration of the Phoenix Way PUD Subdivision and Development Agreement which includes 15 lots on approximately 7.9 acres of property in the existing AE (Agriculture Estates) zone. 3 of the lots will retain existing homes along Phoenix Way creating 12 new lots.
2. David Bell / Charlie Rawlins – Applicant(s) are requesting preliminary plat approval for the Woodland Cove subdivision which includes 6 lots on approximately 1.04 acres of property in the existing R-2-F (Multiple Family Residential-Foothill) zone.

ZONE TEXT AMENDMENT – *public hearing*

3. Farmington City – Applicant is requesting a consideration of a zone text amendment to Section 11-30, Foothill Development Standards, to set the maximum allowed impervious surface coverage of a lot to 35%.

SUMMARY ACTION AND OTHER BUSINESS

4. Applications and Approval of Minutes
 - a. Planning Commission Minutes September 03 & 17, 2026
5. City Council Reports, Upcoming Items & Trainings.
 - a. City Council Report
 - b. 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. Any person wishing to address the Commission for items listed as Public Hearings will be recognized when the Public Hearing for such agenda item is opened. At such time, any person, as recognized by the Chair, may address the Commission regarding an item on this meeting agenda. Each person will have up to three (3) minutes. The Chair, in its sole discretion, may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

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.

CERTIFICATE OF POSTING 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 October 02, 2026. Carly Rowe, Planning Secretary.



Farmington City Planning Commission Staff Report October 8, 2026

Item 1: Schematic Subdivision and Consideration of Preliminary PUD (Planned Unit Development) and Development Agreement for the Phoenix Way Subdivision.

Public Hearing:	No – (Previously Held 9/3/26)
Application No.:	26-20
Property Address:	638, 658, and 678 South Phoenix Way (650 West)
General Plan Designation:	NR (Neighborhood Residential)
Current Zoning Designation:	AE (Agricultural Estates)
Number of Lots:	15
Area:	8 acres
Property Owner / Applicant:	Bryan Squires and Ellis Trust / Jack Fisher Homes

Update

The public hearing for this item indicated a lot of concern for how storm water for this proposed project would be managed and city staff was further concerned with making a decision at the time with some lingering questions about how the project could be made to work as well.

Since that original hearing the applicant has provided additional information related to existing utility lines in the area sufficient to help city staff and the development review team think that there are possible engineering solutions to make the project's proposed layout function appropriately for the new lots being proposed while enabling future development potential to neighboring properties while also addressing issues primarily related to water to avoid impacts on adjacent properties.

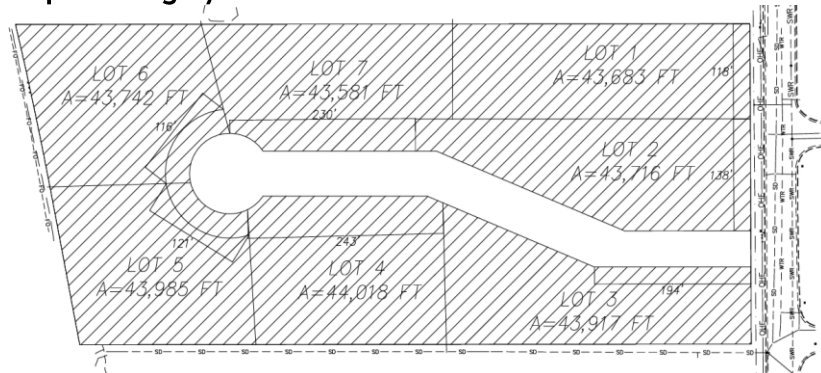
The update includes the same number of lots and lot sizes as was seen at the initial hearing. A noted update is a clarification on the buildable area for the project. In order to create an access between existing homes and avoid existing utility lines, lots in the project are not small but buildable areas are not very deep lots. To support having space for more options on home design the project requests a reduced front yard setback on all lots and a reduced rear yard setback on lots 4, 5, and 6.

Background Information

The subject property includes 3 very deep lots with existing homes fronting Phoenix Way. The owners of these large properties are coordinating with the applicant, Jack Fisher Homes, to develop the back part of their properties. While some of the existing accessory buildings would be removed, the existing homes are proposed to remain creating lots for 12 new homes.

The existing AE zoning allows for a standard 1 acre lot size which would yield 7 lots by right. Most development in the AE zone makes use of the alternate lot sizes permitted in the district therefore most areas are developed at about 2 units per acre. Historically many neighborhoods on the west side of I-15 have provided open space in order to obtain this additional density or smaller lots. This

project is small enough that creating a common area is less desirable, but there is a proposed trail connecting the neighborhood to the D&RGW Rail Trail in addition to the purchase of TDRs (Transfer of Development Right) lots which merit consideration of more and smaller lots.



(Yield Plan)

The included development agreement outlines the sale of 5 TDR lots and values the inclusion of the trail improvement which would be dedicated to the city for an additional 3 lots. These 8 lots granted at the discretion of the Council following the Planning Commission's recommendation brings the 7 currently entitled lots to 15.

The area contains several deep lots between Phoenix Way and the Rail Trail. In order to account for potential development of the area the city has previously stubbed a road to the south offering potential for connectivity and access to property owners should they also desire to eventually develop their land. This subdivision layout continues that desired street layout shown as a rough concept below.

Potential Area Street Network / Access



The reasoning for the PUD (Planned Unit Development) overlay is to address flexibility in access to the property. Because the applicant is seeking to work around existing homes, there is limited room to build a road. The proposed right-of-way as it comes west from Phoenix Way is slightly more narrow than a standard neighborhood right-of-way. The road improvement itself (curb to curb) would be typical, but the applicant is proposing to put sidewalk at back of curb rather than the standard parkstrip then sidewalk design. This is acceptable to city staff, but does require some deviation which can be considered through the PUD process. Similarly, in relation to the existing house on Lot 2, the corner side setback is slightly less than is standard at 18' 2" rather than 20'. Other than some flexibility to account for this connection, the project would follow standards outlined in the zone.

Staff is recommending that the planning commission provide direction to the applicant for any changes if applicable based on the commission's preferences for the project and input provided during the public hearing. The Development Review Committee asks that a recommendation to the City Council be tabled while some technical questions are addressed related to how the project could be serviced.

Recommended Motion:

Motion to recommend approval of the Schematic Subdivision Plan and Development Agreement for the Phoenix Way PUD Subdivision to the City Council.

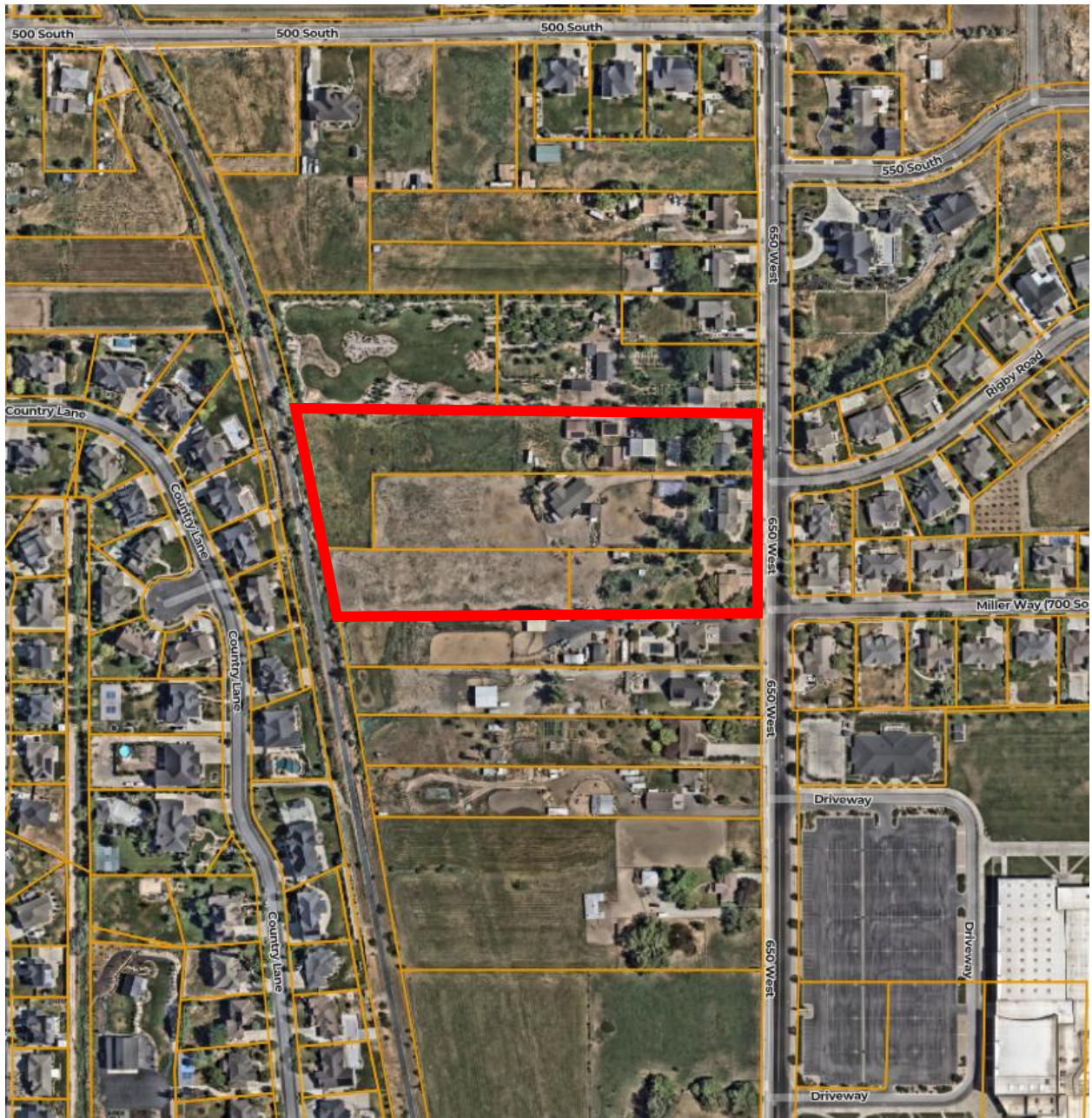
Findings:

- 1. The proposed project is consistent with development standards allowed in the underlying zoning district with few changes to account for existing homes and infrastructure constraints.**
- 2. The proposed schematic plan details a design that continues the anticipated road network, provides access and utilities for potential future development, and demonstrates an ability to manage detrimental impacts on adjacent properties.**

Supplemental Information

- 1. Vicinity Map**
- 2. Development Agreement / Schematic Plan**

Vicinity Map



After recording, please send to:

Farmington City
Attn: City Recorder
160 S. Main Street
Farmington, Utah 84025

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between, Henry Walker Land, LLC, a Utah limited liability company (“Developer”), and Farmington City, a municipality and political subdivision of the State of Utah (the “City”). This Agreement is approved by current property owners Bryan J. Squires and The Sharla Jolley Ellis Trust, Dated April 18, 2002, through its trustee (the “Property Owners”). City and Developer are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

A. Property Owners own a combined 7.965 acres of land on Phoenix Way (650 West), identified in Davis County Recorder Records as parcel ID numbers 08-077-0014, 08-077-0015, 08-077-0049 and 08-077-0050, more particularly described on Exhibit A attached hereto (the “Property”). Developer has the Property under contract from the Property Owner.

B. The Developer desires to establish a planned unit development (PUD) on the Property and seeks City approvals to do so.

C. The Parties desire to enter into this development agreement in order to establish parameters and conditions necessary for such approval.

D. By this Agreement, the City and Developer confirm the Property’s vested entitlements for development of the Project (defined below). The City has determined that entering into this Agreement furthers the purposes Title 10, Chapter 20 of the Utah Code, the Utah Municipal Land Use, Development, and Management Act; the City’s General Plan; and the City’s land use ordinances. As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement and the Preliminary PUD Master Plan. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-20-102(18).

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

1. **Recitals; Definitions.**

1.1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2. **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

1.2.1. “Agreement” means this Agreement including all of its exhibits.

1.2.2. “Applicable Law” has the meaning set forth in Subsection 15.1.

1.2.3. “City” means the City of Farmington, and includes, unless otherwise provided, any and all of the City’s agencies, departments, officials, employees or agents.

1.2.4. “City Code” means the Farmington City Code in effect as of Effective Date.

1.2.5. “City Council” means the city council of the City.

1.2.6. “Effective Date” has the meaning set forth in the Section 2 below.

1.2.7. “Future Law” means the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the City which may be in effect in the future at any time when a Land Use Application is submitted and which may or may not apply to the Project based upon the terms of this Agreement.

1.2.8. “Land Use Application” means an application required by Title 11 of the City Code that is required to develop land and construct improvements thereon.

1.2.9. “Lot(s)” means a tract of land that is created by and shown on a subdivision plat approved by the City and recorded with the Davis County Recorder’s Office.

1.2.10. “Preliminary PUD Master Plan” means the development plan for the Property attached hereto as Exhibit B.

1.2.11. “Project” means the development to be constructed by Developer on the Property in accordance with the Preliminary PUD Master Plan.

1.2.12. “Term” has the meaning set forth in Subsection 15.2 below.

2. **Effective Date.** This Agreement is effective as of the date it has been fully executed by the Parties and Property Owner. (the “Effective Date”).

3. **Vested Rights, Development Regulations, and Legislative Powers.**

3.1. **Vested Rights.** As of the Effective Date, Developer has the vested right to proceed with application for preliminary and final plat approval for the Project in accordance with the Preliminary PUD Master Plan, with the maximum of fifteen (15) lots for the Property, conditioned upon the Developer completing its obligations under this Agreement. To the maximum extent permitted under the laws of the City, the State of Utah, and the United States, the Parties expressly acknowledge and agree that this Agreement grants Developer the right to develop the Project as described in, and subject to the requirements of, this Agreement, without modification or interference by the City except as expressly permitted herein (collectively, the “Vested Rights”). The vested Rights are contractual and also include those rights that exist under statute, common law, and in equity, including the vested-rights doctrine recognized under Utah’s common law and Utah Code Ann § 10-20-902.

3.2. **Applicable Development Regulations.** Neither the City nor any department or agency of the City shall impose upon the Project (whether by initiative, referendum, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (each, a “New Law”) that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the foregoing, a New Law shall be deemed to conflict with this Agreement and the Vested Rights if it would, in a manner inconsistent with or more restrictive than Applicable Law, either by specific reference to the Project or as part of a general enactment affecting the Project: (a) change the land uses or permitted uses of the Project; (b) limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project (including by moratorium), so long as Developer satisfies all applicable requirements of this Agreement and the City Code; or (c) apply to the Project any New Law that is not applied uniformly on a City-wide basis to all substantially similar development projects with similar land use designations. Notwithstanding the foregoing, if Developer considers a New Law beneficial to the Project, Developer may, with the City’s approval (which shall not be unreasonably withheld, conditioned, or delayed), elect to have such New Law apply to the Project.

3.3. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract, and that the limitations, reservations, and exceptions set forth in this Agreement are intended to reserve to the City all police power that cannot lawfully be so limited. Notwithstanding the City’s retained authority to enact legislation in the exercise of its police powers, such legislation shall not modify the Vested Rights unless facts and circumstances are present that meet the exceptions to the vested-rights doctrine recognized under Utah Code Ann. § 10-20-902, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the vested-rights doctrine recognized under state or federal law.

4. **Zoning; Deviations.** Developer shall develop the Property in a manner that is consistent with the uses allowed by this Agreement

4.1. **Zoning.** The Project will be developed in accordance with (i) this Agreement (ii) the Preliminary PUD Master Plan, and (iii) the requirements of the underlying zone, except as modified by this Agreement.

4.2. **Maximum Lots Permitted.** The Project shall be allowed to proceed with a maximum lot number of fifteen (15) lots, as provided on the Preliminary PUD Master Plan and conditioned upon the Developer completing its obligations under this Agreement.

4.3. **Layout; Circulation and Connectivity.** Developer is entitled to develop the Project in accordance with the dimensional requirements and development standards allowed by this Agreement and the Preliminary PUD Master Plan.

4.4. **Deviations from Underlying Zone Requirements.** Developer shall be allowed the following modifications from the underlying zone standards:

4.4.1. **Lot Width.** The lot widths for the Project shall be reduced from one-hundred feet (100') to ninety feet (90'), as provided in the Preliminary PUD Master Plan.

4.4.2. **Right-of-Way.** The Project may be developed with a right-of-way width of forty-five feet (45') in lieu of the otherwise required sixty feet (60'), together with the related park strip and sidewalk configuration as depicted on the Preliminary PUD Master Plan.

4.4.3. **Setbacks.** The Project may be developed using a reduced front yard setback of 20 feet instead of the standard 30 feet typical of the underlying zoning district. Lots 4, 5, and 6 may also use a reduced rear yard setback of 20 feet instead of the standard 30 feet typical of the underlying zoning district.

5. **Developer Obligations.**

5.1. **Preliminary PUD Master Plan.** Developer agrees to be bound by the Preliminary PUD Master Plan and to develop in conformance with it. Minor adjustments to the plan required by engineering and practical difficulties that arise during further study may be approved by City staff. Major adjustments will require the City Council to approve an amendment to this Agreement and approval of a modified Preliminary PUD Master Plan. Major adjustments include, but are not limited to, increasing the number of lots or seeking additional deviations from the underlying zone requirements.

5.2. **Transfer of Development Rights.**

5.2.1. Prior to the execution of this Agreement, the City created a sending zone on property owned by the City at the location of its Regional Park at approximately 200 South 650 West enabling the exchange of TDR lots, and the receiving zone is the Property referenced herein.

5.2.2. The value of each TDR is eight-thousand, three-hundred ninety-three dollars and seventy-five cents (\$8,393.75) for five TDR lots, and the total value of all TDR's for this project is forty-one thousand, nine-hundred sixty-eight dollars and seventy-five cents (\$41,968.75) (the "TDR Amount"). The Developer must pay the TDR Amount to the City prior to recordation of the final plat (the "Final Plat") of the Project. The City may withhold final plat recordation until the TDR Amount is paid in full; provided, however, that the City shall record the Final Plat within thirty (30) days after receipt of the TDR Amount and satisfaction of all other applicable plat recordation requirements.

5.3. **Trail Connection**. As a public benefit justifying three (3) additional units pursuant to section 11-10-040(B)(1)(b)(1)(c) of the Farmington Municipal Code, Developer shall install and dedicate to the City a trail connection to the abutting Denver & Rio Grande Trail (the "Rail Trail"), which abuts the Project on the Project's West side. Following the City's acceptance of the trail connection, not to be unreasonably withheld, conditioned, or delayed, the City shall maintain the trail in accordance with its maintenance of other trail systems within City limits.

6. **City's Obligations.**

6.1. **Conditions of Approval**. The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; and (b) promptly meet and consider such actions as required by Title 10, Chapter 20 of the Utah Code, the Utah Municipal Land Use, Development, and Management Act, and applicable City ordinances to provide all appropriate consents, approvals, and opinions as requested by Developer from time to time. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

6.2. **Dedication of Right of Way or Easements**. Developer shall be required to dedicate property and the City shall accept Developer's dedication of any right-of-way to ensure the property line goes to the back of curb for existing street improvements. Developer shall also be required to dedicate Public Utility and Access Easements related to Burke Lane or Maker Way for the purpose of facilitating space for utilities needed to service the Property and nearby properties as well as grant permission for the use of sidewalk adjacent to the street improvements as shown in the included Preliminary PUD Master Plan, so long as it is constructed to the City's standards and specifications. Acceptance of dedication associated

with this development shall conform to all standard City practices, including applicable warranty periods and bond retention.

6.3. **System Improvements.** The City shall not require Developer to construct or upsize any System Improvement, unless the City and Developer execute a reimbursement agreement on terms acceptable to Developer.

6.4. **Consents and Approvals.** Except as otherwise expressly provided in this Agreement, any consent, approval, permit, license, or other authorization required of the City under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned, or delayed. Any such consent, approval, permit, license, or other authorization shall be given or withheld by the City in compliance with this Agreement and the City Code.

6.5. **Acceptance of Public Improvements.** The City shall accept, through the standard subdivision dedication process, all public improvements constructed by Developer, or by Developer's contractors, subcontractors, agents, or employees, that meet the City's standards applicable to the Project. Following the City's acceptance of any such public improvement, the City shall be solely responsible for the maintenance, general upkeep, and operation of the same.

7. **Future Approvals.** Developer is required to submit Land Use Applications through the regular land development process and such Land Use Applications shall be reviewed by the City's staff. The City's staff shall approve a Land Use Application if the Land Use Applications complies with this Agreement and the applicable provisions of the City Code. All future Land Use Application approvals will be reviewed in accordance with the vested rights referenced in Section 3.1 through 3.3 of the Agreement.

8. **Wetlands.** Developer shall preserve and not develop upon any delineated wetlands within the Project unless any such development complies with the wetland requirements of the U.S. Army Corps of Engineers or other applicable governmental agency.

9. **Assignment.** Notwithstanding anything to the contrary in this Agreement, the rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer without the consent of the City, where such assignment is to an affiliate, or to an entity controlled or owned by Developer. All other assignments shall require the consent of the City as provided herein.

9.1. **Notice.** Developer shall give notice in accordance with Section 13 of this Agreement to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 9. Such notice shall include providing the City with all necessary contact information for the proposed assignee.

9.2. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

9.3. **Grounds for Denying Assignment.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

9.4. **Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

10. **Integration.** This Development 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 between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto.

11. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **Legal Rights.** The Developer is represented by counsel and has had an opportunity to receive advice from counsel on this matter. The Developer agrees that any obligation entered into in this Development Agreement that may be construed as a restriction of the Developer's rights under clearly established state law, then its inclusion in this written agreement constitutes adequate disclosure under section 10-20-508 of the Utah Code. The Developer agrees that it will not attempt to void any obligation identified in this Development Agreement on the basis of inadequate disclosure, and agrees to waive any objection to a condition of this Development Agreement based solely on inadequate disclosure pursuant to that subsection of Utah law.

13. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the party for whom intended, (b) sent by nationally recognized express delivery service, or (c) if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods describe above.

To Developer:

Henry Walker Land, LLC
Attn: Chad Bessinger
1216 W Legacy Crossing Blvd, Ste 300
Centerville, Utah 84014
Email: chad@jfisherco.com

With a copy to
J. Fisher Companies
Attn: Tony Hill
1216 W Legacy Crossing Blvd, Ste 300
Centerville, Utah 84014
Email: tony@jfisherco.com

and

To the City:

Farmington City
Attn: City Attorney
160 S. Main Street
Farmington, Utah 84025
Email: proberts@farmington.utah.gov

With a copy to:
Farmington City Manager
160 S. Main Street
Farmington, Utah 84025
Email: bmellor@farmington.utah.gov

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

14. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment must be recorded in the Davis County Recorder's Office to be effective. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having an interest in any specific Lot or other portion of the Project, other than Developer and its assigns (if any).

15. **General Terms and Conditions.**

15.1. **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the rules, regulations, official policies, standards, and specifications applicable to the development of the Project in effect on the

Effective Date (the “Applicable Law”), including the applicable City Code, resolutions, state law, and federal law.

15.2. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all buildings within the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder’s Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years (as applicable, the “Term”).

15.3. **Run with the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. No later than five (5) business days after this Agreement has been fully executed by all Parties and the Property Owners, as applicable, the City shall cause this Agreement to be recorded against the Property in the official records of the Davis County Recorder.

15.4. **Default & Remedies.** If either Developer or the City fails to perform their respective obligations under the terms of this Agreement (as applicable, the “Defaulting Party”), the non-defaulting party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. Notwithstanding the foregoing, if a default cannot reasonably be cured within said sixty (60) day period, the Defaulting Party shall not be in default so long as it commences to cure the default within said 60-day period and diligently pursues the cure in good faith until completion but in no event to exceed one hundred and twenty (120) days. The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or 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. If the City elects to consider terminating this Agreement due to an uncured default by Developer, then the City shall give to Developer written notice of the City’s intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City’s legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to, or at the time of, said public meeting. If the City’s legislative body determines that a material uncured Default has occurred and is continuing, the City may thereafter pursue the remedy of termination.

15.5. **Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due, Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

15.6. **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 approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the City Council's approval of this Agreement and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a notice of rescission pursuant to this Subsection 15.6, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the approval of this Agreement, then either party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement; provided, however, that the City shall promptly refund to Developer the TDR Amount and any other fees or payments made by Developer to the City under this Agreement.

15.7. **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/or 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 the Utah Code or City Code.

15.8. **No Officer or Employee Interest.** It is 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.

15.9. **Performance.** Each Party, person, and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person, and/or entity governed by this Agreement, the development of any portion of the Property, or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This

section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

15.10. **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 Judicial District Court of the State of Utah, Farmington Division.

15.11. **Third Party Rights.** The Parties to this Agreement are Developer and the City. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.

15.12. **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering, and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

15.13. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars or civil commotions; pandemics; fires or other casualties; or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

15.14. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and Developer.

15.15. **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.

15.16. **No Waiver.** A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce that provision. Any waiver must be in writing, signed by the Party against whom the waiver is sought to be enforced, and a Party's waiver of a breach by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision.

15.17. **Estoppel Certificate.** If no default has occurred and is continuing under this Agreement, the City will, within ten (10) business days after written request by Developer,

execute an acceptable form of estoppel certificate for the benefit of Developer or any lender certifying that, as of the date of the certificate, Developer is not in default hereunder.

15.18. **Remedies and Costs of Enforcement.** In addition to the remedies set forth in Section 15.4, either Party may institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation of this Agreement, or enforce by specific performance the obligations and right of the Parties. The prevailing Party in any action to enforce this Agreement shall be entitled to recover its reasonable costs and expenses (including reasonable attorney fees) incurred in enforcing this Agreement, whether or not litigation is instituted, provided that nothing in this Section 15.18 permits recovery of damages excluded under Section 15.4.

15.19. **Authority and Representations.** Each Party executing this Agreement, and each Property Owner joining in this Agreement, represents and warrants that, as of the Effective Date, it has all requisite power and authority to execute and deliver this Agreement, that it is fully authorized to do so, and that this Agreement constitutes its valid and binding obligation.

15.20. **Construction.** This Agreement has been reviewed and negotiated by counsel for the City and Developer, and no presumption or rule that ambiguities are to be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

[Remainder of page left intentionally blank. Additional pages follow.]

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 written above.

DEVELOPER:

HENRY WALKER LAND, LLC,
a Utah limited liability company

By: J. Fisher Companies, LLC
d/b/a J. Fisher Companies
Its: Manager

By: _____
Name: Owen Fisher
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2026, personally appeared before me Owen Fisher, the Manager of J. Fisher Companies, LLC, a Utah limited liability company, d/b/a J. Fisher Companies, the Manager of Henry Walker Land, LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

FARMINGTON CITY

By: _____

Name: _____

Its: _____

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2026, personally appeared before me _____, the authorized signer of Farmington City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Farmington City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Approved as to Form:

Paul Roberts
City Attorney

PROPERTY OWNER

Bryan J Squires

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me, to be the person who executed the Development Agreement, and who duly acknowledged to me that they executed the same for the purposes therein stated.

Notary Public

PROPERTY OWNER

The Sharla Jolley Ellis Trust, Dated April 18, 2002

By: _____

Name: _____

Its: _____

STATE OF UTAH)
)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me, to be the person who executed the Development Agreement as trustee of The Sharla Jolley Ellis Trust, Dated April 18, 2002, and who duly acknowledged to me that they executed the same for the purposes therein stated.

Notary Public

EXHIBIT A

Description of Parcels

Davis County Parcel ID #: 08-077-0014:

BEG AT A PT S 0°15'25" E 1016.59 FT FR N 1/4 COR OF SEC 25-T3N-R1W, SLM; RUN TH S 0°15'25" E 118 FT ALG W LINE OF A CO RD; TH S 89°57' W 762.98 FT PARALLEL TO N LINE OF SD SEC; TH S 0°15'25" E 150 FT; TH S 89°57' W 96.52 FT TO E'LY LINE OF RR R/W; TH N 10°43' W 56 FT ALG SD R/W; TH N'LY 160.96 FT ALG ARC OF A 5533.395 FT RAD CURVE TO LEFT ALG SD R/W THRU A CENTRAL ANGLE OF 1°40'; TH N'LY 56.67 FT ALG SD R/W ALG ARC OF A 2816.825 FT RAD CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 1°09'10"; TH N 89°57' E 913.65 FT TO POB.

CONT. 2.818 ACRES.

Davis County Parcel ID #: 08-077-0015:

BEG S 0°15'25" E 1134.59 FT FR N 1/4 COR SEC 25-T3N-R1W, SLM; TH S 0°15'25" E 150 FT ALG THE W R/W LINE OF CO RD; TH S 89°57' W 762.98 FT PARALLEL THE N LINE OF SEC 25; TH N 0°15'25" W 150 FT; TH N 89°57' E 762.98 FT TO THE POB.

CONT. 2.627 ACRES

Davis County Parcel ID #: 08-077-0049:

BEG S 0°15'25" E 1284.59 FT AND S 89°57' W 377.50 FT FR N 1/4 COR SEC 25-T3N-R1W, SLM; TH S 0°15'25" E 129.81 FT ALG THE W LINE OF A COUNTY RD; TH S 89°57' W 458.01 FT TO THE E'LY R/W LINE OF THE D&RGW RR; TH N 10°43' W 132.114 FT ALG SD E'LY LINE; TH N 89°57' E 482.00 FT TO THE POB.

CONT. 1.40 ACRES.

Davis County Parcel ID #: 08-077-0050:

BEG S 0°15'25" E 1284.59 FT FR THE N 1/4 COR OF SEC 25-T3N-R1W, SLM; TH S 0°15'25" E 129.81 FT ALG THE W R/W LINE OF A COUNTY RD; TH S 89°57' W 377.50 FT; TH N 0°15'25" W 129.81 FT; TH N 89°57' E 377.50 FT TO THE POB. CONT.

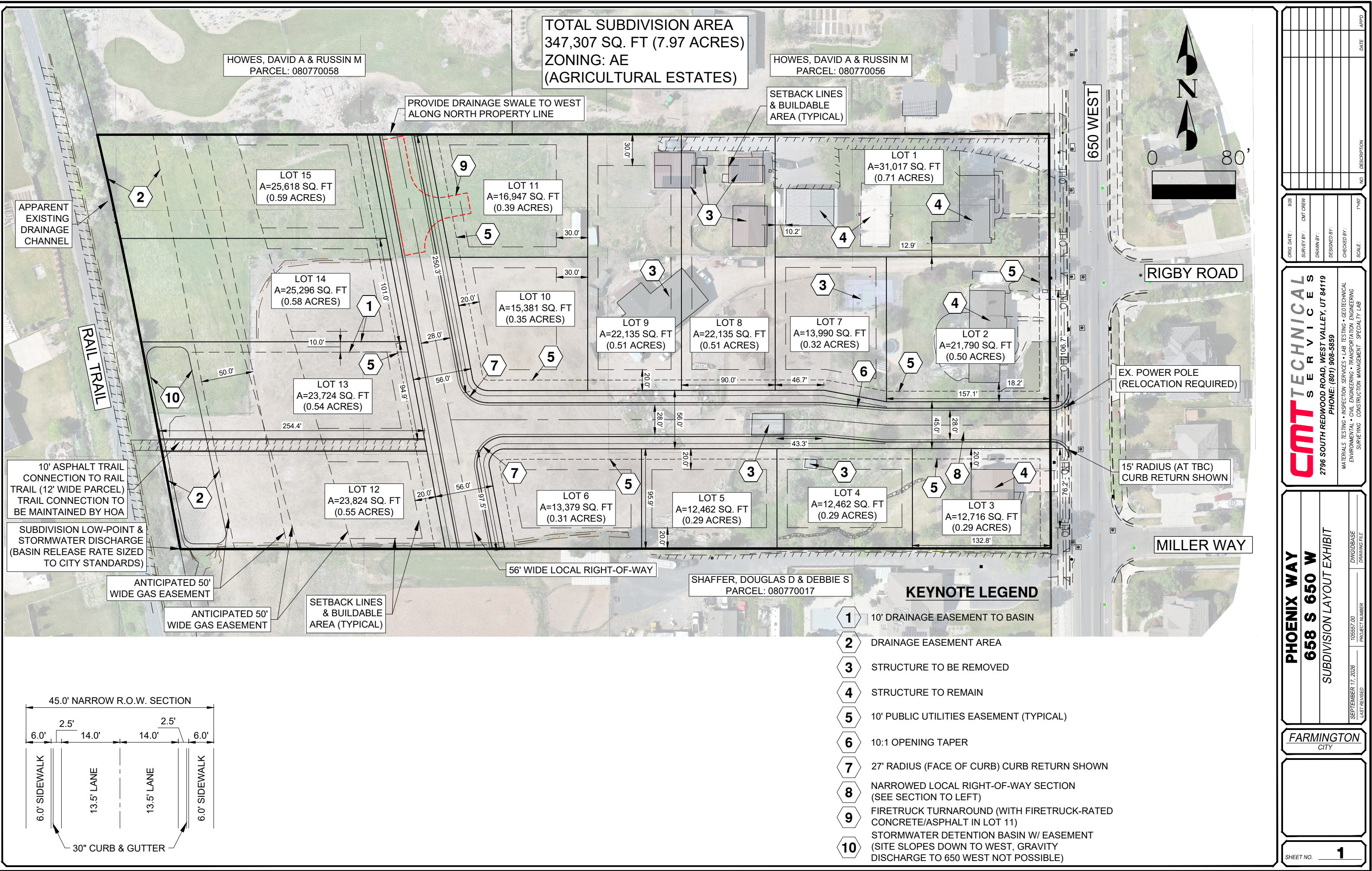
1.125 ACRES.

Visual:



EXHIBIT B

Preliminary PUD Master Plan





Farmington City Planning Commission Staff Report October 8, 2026

Item 2: Consideration of a Final Planned Unit Development (PUD) Master Plan and Preliminary Plat for the Woodland Cove Subdivision (formerly Rock Haven)

Public Hearing:	No
Application No.:	25-14
Property Address:	413 South 200 East and 395 South 200 East
General Plan Designation:	NR (Neighborhood Residential)
Zoning Designation:	R-2-F
Area:	1.04 acres
Number of Lots:	6
Property Owner:	David & Jolene Bell / Rawlins Brothers Construction Inc
Applicant:	Charlie Rawlins and Jolene Bell

Request: Consideration of a Final PUD Master Plan and Preliminary Plat for the Woodland Cove residential subdivision.

Background Information

This project originally received approval for the Preliminary PUD and Schematic Subdivision from the City Council in December of 2025. Since that time the applicants have been working on more detailed engineering. While some final details remain before plans are stamped and construction is permitted, the Development Review team is comfortable with

Suggested Motion

Move that the Planning Commission approve the Preliminary Plat and Final PUD master plan subject to the following conditions.

- 1. The applicant may not build two-family dwellings (duplexes) on the newly created lots. The lots are restricted to single-family dwellings per the purpose of the PUD and that no density bonus was approved as part of this proposal.**
- 2. The applicant obtains an encroachment permit must be obtained from UDOT prior to any construction being done in the right-of-way. The previous permit expired on August 5, 2025.**
- 3. All remaining comments from the technical design review be addressed to the satisfaction of the DRC prior to construction.**

Findings:

1. **The project remains consistent with the schematic approval and has proven to a satisfactory point through additional design that it can be built to applicable requirements and standards.**

Supplemental Information

1. **Vicinity Map**
2. **Preliminary PUD Master Plan, including schematic subdivision plan**
3. **Final PUD Master Plan and Preliminary Plat.**

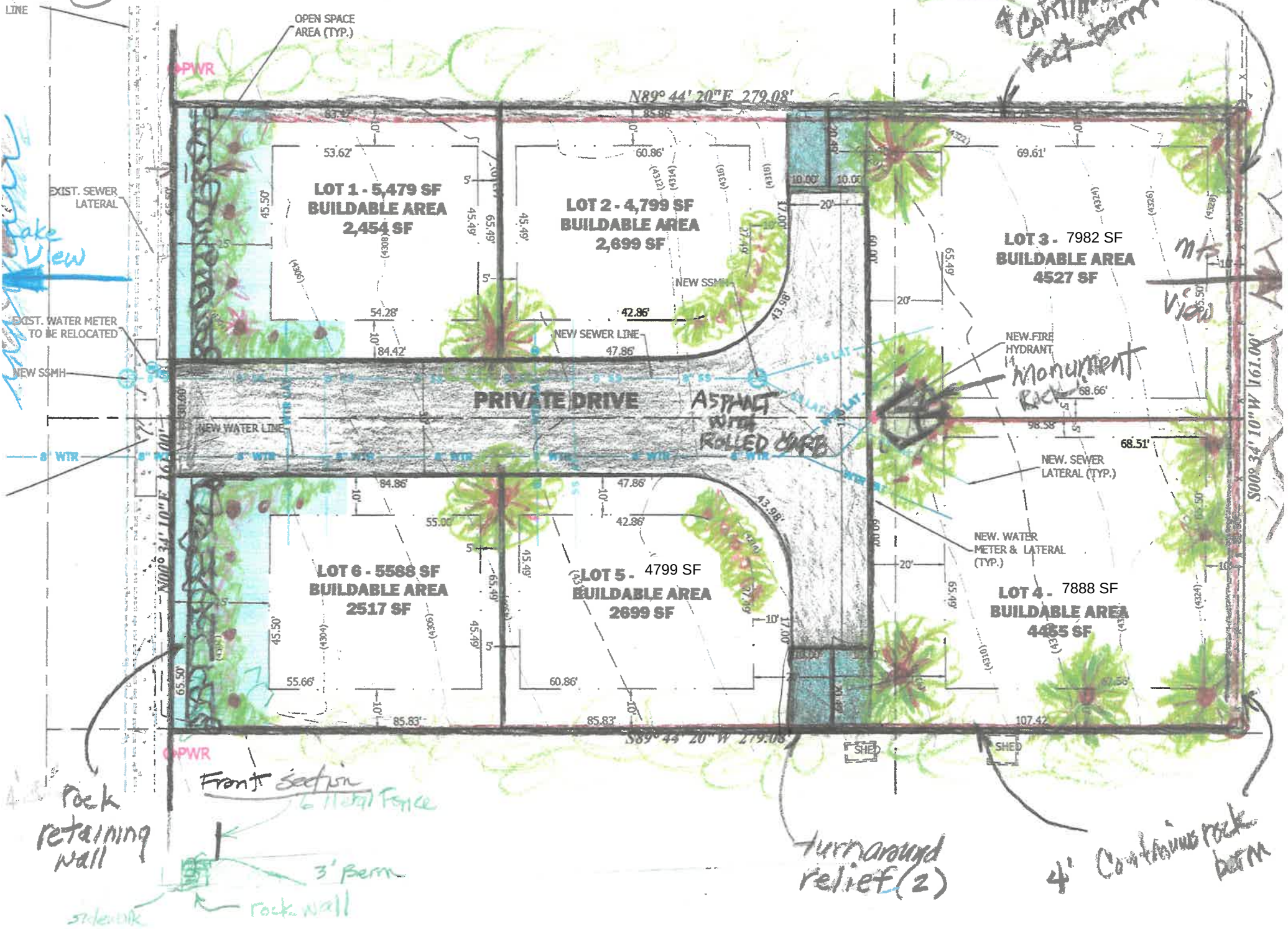


SCHEMATIC

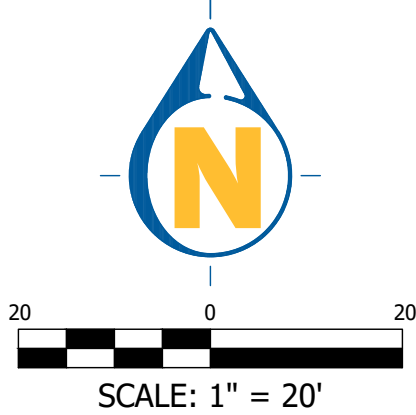
Semi-Solid Vinyl Fence
Metal Fence

Roads in asphalt

4' Continuous Rock Berm



SCHEMATIC



DENSITY

NUMBER OF HOMES = 6
TOTAL ACRES 1.031
DENSITY = 5.82 DWELLINDS PER ACRE

AREA TABULATION

TOTAL ACRES = 44,910 SF
OPEN SPACE AREA = 4,493 SF
PRIVATE DRIVE AREA = 7,551 SF

NOTES

1. TEMPORARY DRIVE TO BE REMOVED UPON ACCESS OBTAINED EITHER FROM THE NORTH OR SOUTH OF THIS PROPERTY.
2. ALL LOT OWNERS OF THIS DEVELOPMENT WILL BE RESPONSIBLE TO REMOVAL AND REPLACEMENT OF TEMPORARY DRIVEWAY IN FUTURE
3. 18" SETBACK TO GEAGE

DEVELOPER

CHARLIE RAWLINS
Contact: Charlie Rawlins
12 West Lund Lane
Farmington, UT 84025
Phone: 801-815-0187
crawlins13@gmail.com

RAWLINS PUD SUBDIVISION

395 SOUTH 200 EAST
PARCEL #07-035-0033
LOCATED IN THE SOUTH 1/2 OF SECTION 19, T. 3 N., R. 1 E.,
S.L.B.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

REVISIONS

DRAWN: xx 2025-08-28
APPROVED: STA 2025-08-28
PROJECT #: 1209007
PRELIMINARY-1209007.dwg

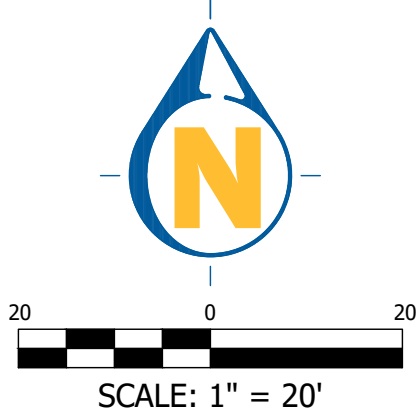
C400
SITE PLAN

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

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SCHEMATIC



DENSITY

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2. ALL LOT OWNERS OF THIS DEVELOPMENT WILL BE RESPONSIBLE TO REMOVAL AND REPLACEMENT OF TEMPORARY DRIVEWAY IN FUTURE

**PARACLE CIRCLE
(400 SOUTH)**

TAX # 07-035-0032
FAUSETT, LONNIE TRUSTEE

LOT 5
OAK LANE #1 SUBDIVISION

LOT 6
OAK LANE #1 SUBDIVISION

LOT 1
NEUMANN SUBDIVISION

LOT 2
NEUMANN SUBDIVISION

NEW CURB INLET 15
TOG: 4300.97
6" SD-16 IN: 4298.00
6" SD-12 OUT: 4298.00

EXIST. WATER METER
TO BE RELOCATED

NEW 48" SSMH 03
STA: 0+45.79 L10.00
RIM: 4300.05
10" SS-02 IN: 4292.94
10" SS-04 OUT: 4292.90
8" SS-06 OUT: 4293.10

TEMPORARY NEW DRIVE
APPROACH PER UDOT
STANDARD GW 3A SEE
SHEET C905

HOT TAP WITH 8" TEE AND 8"
GATE VALVE TO EXISTING
CULINARY WATER LINE

NEW ASPHALT REPAIR
UDOT STANDARD SEE
SHEET C905

SAW CUT EXISTING CURB
FOR NEW UDOT DRIVE
APPROACH

EXIST. 10" PVC SS-04
214LF @3.47%

EXIST. WATER
LINE

NEW CURB INLET 17
TOG: 4300.03
6" SD-12 IN: 4297.50
6" SD-18 IN: 4297.50
6" SD-14 OUT: 4297.50

200 EAST STREET

5-FOOT SIDEWALK

TAX # 07-035-0059
NEUMANN, REID TRUSTEE

450 SOUTH

S89° 44' 20"W 2646.20' (S 1/4 TO SW COR.; D.C.S.)

SECTION LINE

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1-800-662-4111

DEVELOPER

CHARLIE RAWLINS
Contact: Charlie Rawlins
12 West Lund Lane
Farmington, UT 84025
Phone: 801-815-0187
crawlins13@gmail.com

RAWLINS PUD SUBDIVISION

395 SOUTH 200 EAST
PARCEL #07-035-0033
LOCATED IN THE SOUTH 1/2 OF SECTION 19, T. 3 N., R. 1 E.,
S.L.B.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

REVISIONS

DRAWN: xx 2025-08-28
APPROVED: STA 2025-08-28
PROJECT #: 1209007
PRELIMINARY-1209007.dwg

C401
SITE GRADING

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

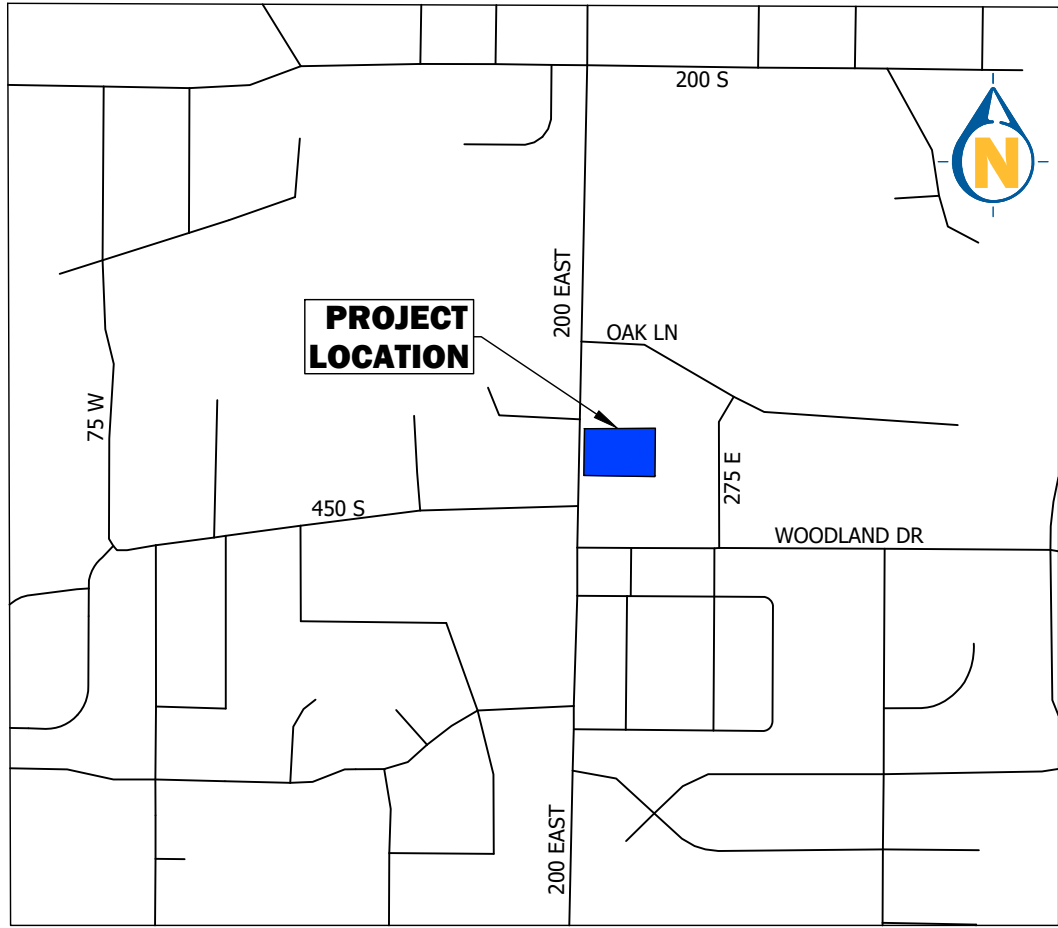
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WOODLAND COVE

395 SOUTH 200 EAST

LOCATED IN THE S 1/2 OF SECTION 19, T.3N., R.1E., S.L.B.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

VICINITY MAP



SCALE: 1"=1000'

Sheet List Table

Sheet Number	Sheet Title
C100	COVER
C101	NOTES & LEGEND
C200	EXISTING CONDITIONS
C400	SITE PLAN
C410	FIRE SUPPRESSION PLAN
C500	GRADING PLAN
C600	UTILITY PLAN
C690	EROSION CONTROL
C691	EROSION BMP'S
C700	PLAN AND PROFILE
C900	SITE DETAILS
C905	EXTRA DETAILS
C910	SEWER DETAILS

GENERAL NOTES

- 1) ALL WORK WITHIN A PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.
- 2) ALL UTILITY WORK SHALL CONFORM TO THE UTILITY OWNER'S STANDARDS & SPECIFICATIONS.
- 3) THESE PLANS DO NOT INCLUDE DESIGN OF DRY UTILITIES. THESE PLANS MAY CALL FOR RELOCATION, AND/OR REMOVAL AND/OR CONSTRUCTION OF DRY UTILITIES, BUT ARE NOT OFFICIAL DRAWINGS FOR SUCH. DESIGN AND COORDINATION OF DRY UTILITIES IS BY OTHERS.
- 4) THE CONTRACTOR SHALL COORDINATE AND OBTAIN ANY PERMITS REQUIRED FOR THE WORK SHOWN HEREON.
- 5) THE LOCATION AND ELEVATIONS OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS IS A BEST ESTIMATE BASED ON UTILITY COMPANY RECORDS, BLUESTAKES, AND FIELD MEASUREMENTS OF READILY OBSERVABLE ABOVE-GROUND FEATURES. AS SUCH, THIS INFORMATION MAY NOT BE COMPLETE, UP-TO-DATE, OR ACCURATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO STOP WORK AND NOTIFY THE ENGINEER IF CONFLICTING INFORMATION IS FOUND IN THE FIELD.
- 6) THE CONTRACTOR IS TO FIELD VERIFY THE LOCATION AND ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES PRIOR TO STAKING AND CONSTRUCTION.
- 7) CALL BLUESTAKES AT LEAST 48 HOURS PRIOR TO DIGGING. DO NOT PROCEED UNTIL BLUESTAKES ARE MARKED.
- 8) IT SHALL BE THE CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITY TO MEET ALL APPLICABLE HEALTH AND SAFETY REGULATIONS, AND THEY SHALL ASSUME SOLE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK, AND THE PUBLIC IS PROTECTED.

CITY ENGINEER'S APPROVAL

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

FARMINGTON CITY ENGINEER

REVISIONS

DRAWN: JBC	2026-10-01
APPROVED: STA	2026-10-01
PROJECT #:	1000.0
PRELIMINARY-1209007.dwg	

C100

COVER

DEVELOPER

WOODLAND COVE DEV.
CONTACT: David A Bell, PhD, PE
542 South 350 East
Farmington, UT 84025
Phone: 801-540-8742
dbell.daba@gmail.com

WOODLAND COVE

395 SOUTH 200 EAST
PARCEL #07-035-0053
LOCATED IN THE S 1/2 OF SECTION 19, T. 3 N., R. 1 E., S.L.B.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

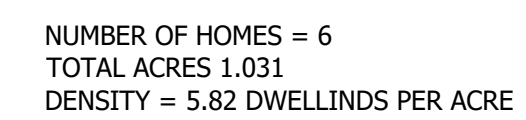
1470 South 600 West
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UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111



TOTAL AREA = 44,910 SF
OPEN SPACE AREA = 4,493 SF
PRIVATE DRIVE AREA = 7,551 SF

1. THIS DEVELOPMENT WILL NEED AN HOA THAT WILL BE RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF TEMPORARY DRIVEWAY IN FUTURE
2. OWNER SHALL PROVIDE CCR&S AND ARTICLES OF INCORPORATION AT TIME OF HOA FORMATION
3. INDIVIDUAL DRIVEWAYS SHALL HAVE AN 8" PIPE WATER PASSAGEWAY UNDER THE DRIVE CONCRETE LAYER TO FACILITATE WATER PASSAGE ALONG THE RUNOFF DETENTION ACROSS THE FRONT OF EACH LOT



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

FARMINGTON CITY ENGINEER



DRAWN: JBC	2026-10-01
APPROVED: STA	2026-10-01
PROJECT #:	1209007
PRELIMINARY-1209007.dwg	

C400

SITE PLAN

DEVELOPER

WOODLAND COVE DEV.
CONTACT: David A Bell, PhD, PE
542 South 350 East
Farmington, UT 84025
Phone: 801-540-8742
dbell.daba@gmail.com

WOODLAND COVE

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UTILITY NOTIFICATION CENTER, INC.
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EXISTING FIRE HYDRANT APPROX.
165' FROM SOUTH PROPERTY LINE

EXISTING LIGHT

DENSITY

NUMBER OF HOMES = 6
TOTAL ACRES 1.031
DENSITY = 5.82 DWELLINGS PER ACRE

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"A" ROAD CROSS SECTION

CITY ENGINEER'S APPROVAL

APPROVED BY THE FARMINGTON CITY ENGINEER, THIS _____ DAY OF _____, 20____.

FARMINGTON CITY ENGINEER

REVISIONS

DRAWN: JBC 2026-10-01
APPROVED: STA 2026-10-01
PROJECT #: 1209007
PRELIMINARY-1209007.dwg

C410
FIRE SUPPRESSION PLAN

WOODLAND COVE

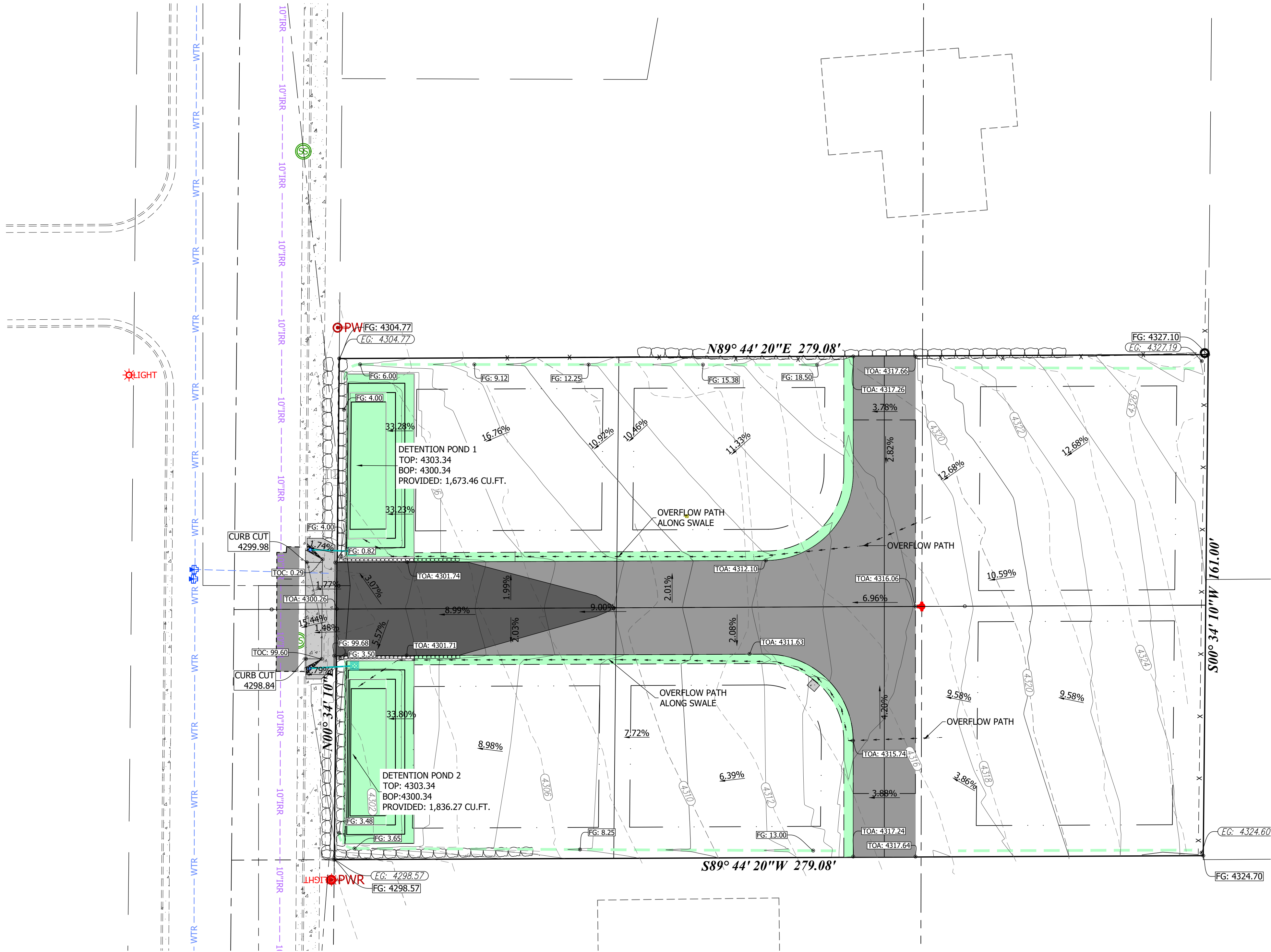
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DRAINAGE CALCULATIONS			
11-Sep-26			
PRE-DEVELOPMENT AREA ANALYSIS			
Area	sq.ft.	Acres	C
Building	0	0.00	0.85
Improvements	0	0.00	0.90
Landscape	44,928	1.03	0.15
Total	44,928	1.03	0.15

POST-DEVELOPMENT AREA ANALYSIS			
Area	sq.ft.	Acres	C
Building	16,595	0.38	0.85
Improvements	10,139	0.23	0.90
Landscape	18,194	0.42	0.15
Total	44,928	1.03	0.58

100 YEAR STORAGE ANALYSIS			
NOAA Precipitation Frequency Data Serv			
Latitude: 40.9733 Degree		Longitude: -111.8830 Degree	
Allowable Runoff	0.20	cfs/acre	
Time (min.)	I in./hr	Runoff ft ²	Storage ft ²
5	7.490	1,339	1,277
10	5.700	2,038	1,914
15	4.710	2,526	2,341
30	3.170	3,401	3,029
60	1.960	4,205	3,462
120	1.160	4,977	3,492
180	0.794	5,110	2,883
360	0.429	5,522	1,067
720	0.260	6,694	0
1440	0.154	7,930	0
Required Detention			3,492

80th PERCENTILE RETENTION ANALYSIS	
$P_{imp} EQ. A. R_{new} = 0.225(imp) - .05$ when $imp < 55\%$	
$P_{imp} EQ. B. R_{new} = 1.14(imp) - .371$ when $imp > 55\%$	
WORV EQ. $WQRV = (P_{80} * R_{new} * A) / 12$	
Retention $Retention = WQRV * 43560$	
P_{80}	0.49 (in.)
Imp_{pre}	0.00
Imp_{new}	60%
A	1.03 (acre)
R_{pre}	0.05
R_{new}	0.31
WQRV	0.011 ac-ft
Retention	472 cu.ft.

COMBINED STORAGE	
Retention	472 cu.ft.
Detention	3020 cu.ft.
Combined Storage	3,492 cu.ft.

ORIFICE SIZING	
Highwater Elevation	4,303.34 ft
Orifice Elevation	4,300.50 ft
Flow	0.21 cfs
C_d	0.62 square
Orifice Size	2.00 in.

DRAINAGE NARRATIVE:

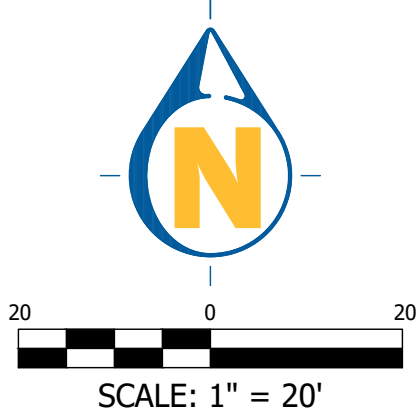
TO GET THE TOTAL C VALUE INDICATED ABOVE, THE FOLLOWING ASSUMPTIONS WERE MADE. TAKING THE WHOLE AREA SQ.FT AND SUBTRACTING THE ROAD AREA WE ARE LEFT WITH A PORTION OF THE PROJECT TO BE ASSUMED AT ABOUT 50% IMPERVIOUS. WITH EACH LOT NEEDING A 20' WIDE DRIVEWAY PER THE HOA STANDARDS THAT WILL BE ADOPTED, THE REST OF THE AREA WAS CALCULATED TO OBTAIN THAT 50% IMPERVIOUS FOR THE SUBDIVISION OUTSIDE OF THE ROAD AREA.

THE ROAD AREA WITH A DARKER SHADE SHOWS THE PART OF THE ROAD THAT WILL NOT DRAIN TO THE DETENTION PONDS DUE TO THE STEEPNESS OF THE STREET. AFTER DISCUSSION WITH THE CITY ENGINEER, THIS AREA IS BEING ALLOWED TO FREE FLOW TO THE STREET RIGHT OF WAY IN EXCHANGE FOR A MORE RESTRICTED OUTFLOW FROM THE DETENTION PONDS. DUE TO THIS RESTRICTION, THE ORIFICE AT THE OUTFALLS IS RESTRICTED TO 2" FROM 2.15". THE NECESSITY TO KEEP A 2" ORIFICE COMES FROM ANY SMALLER ORIFICE IS LIKELY TO PLUG FROM LEAF OR OTHER DEBRIS.

CITY ENGINEER'S APPROVAL

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

FARMINGTON CITY ENGINEER



DENSITY

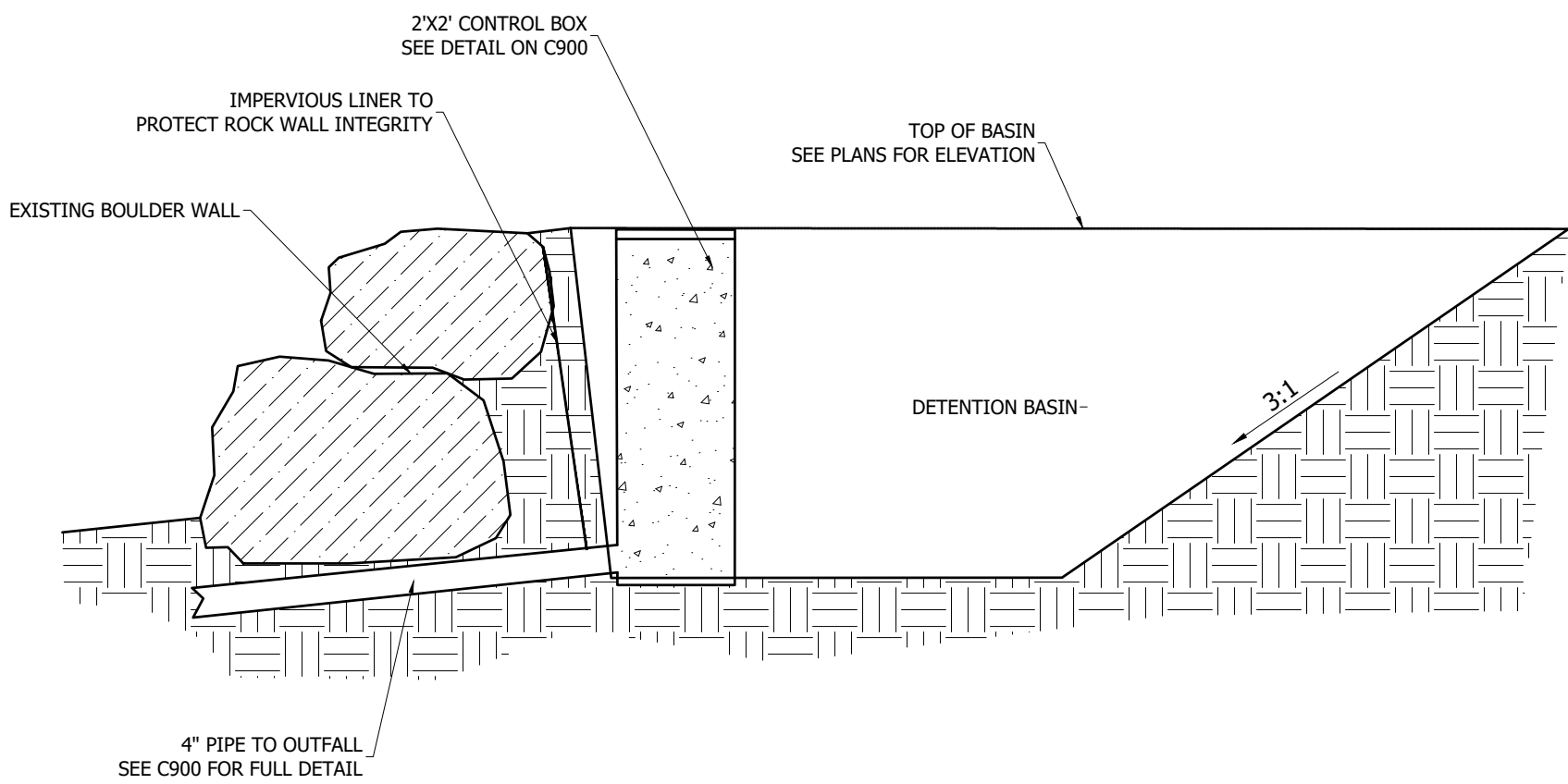
NUMBER OF HOMES = 6
TOTAL ACRES 1.031
DENSITY = 5.82 DWELLINGS PER ACRE

AREA TABULATION

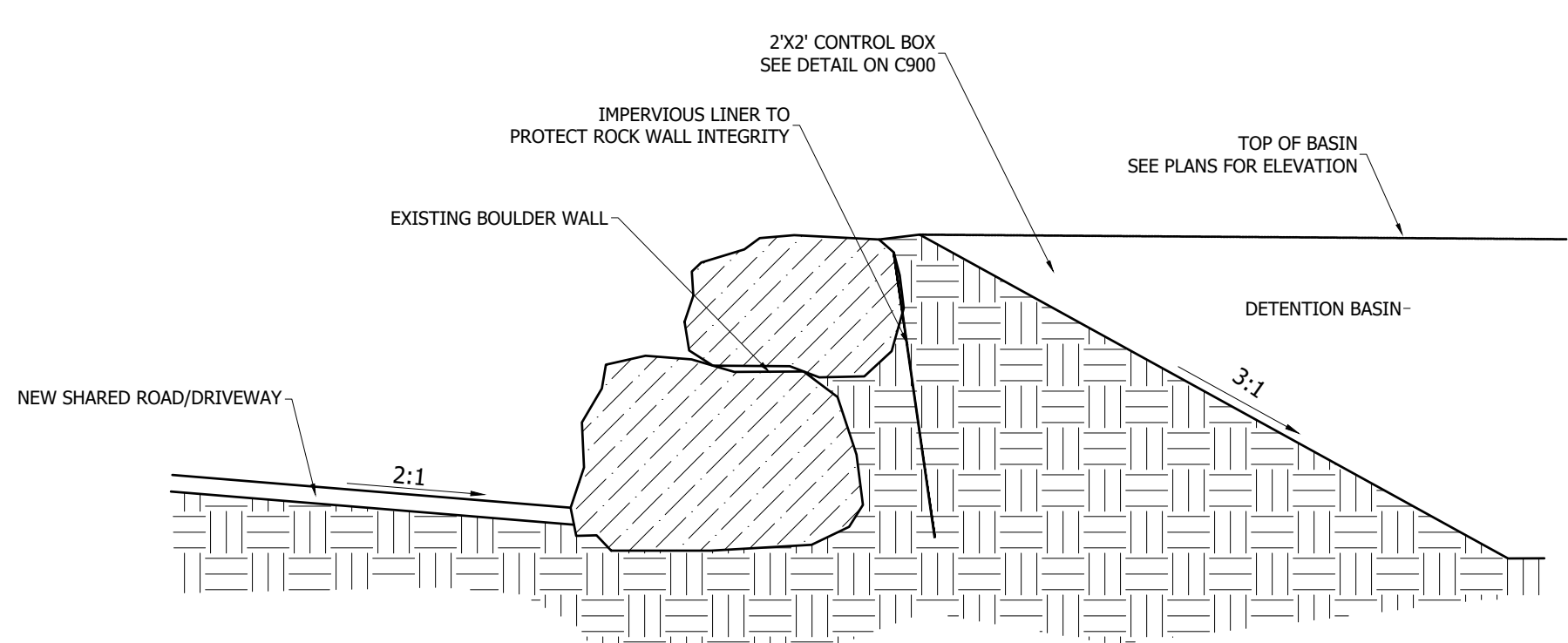
TOTAL AREA = 44,910 SF
OPEN SPACE AREA = 4,493 SF
PRIVATE DRIVE AREA = 7,551 SF

NOTES

- LOTS 1,2,5, AND 6 ARE TO HAVE A 8" PIPE UNDER THE DRIVEWAY TO KEEP THE DRAINAGE PATH OPEN AND AVAILABLE FOR THE WATER TO FLOW TO THE REGIONAL DETENTION PONDS
- TWO REGIONAL DETENTION PONDS ARE TO BE USED FOR THE FULL SITE DETENTION OF THIS SUBDIVISION. SEE PLAT FOR EASEMENT INFORMATION.
- PER YOUR COMMENT, A BUBBLE UP OVERFLOW FOR THE STORM DRAIN IS PROVIDED ON THE PROPERTY. IN OUR EXPERIENCE, UDOT DOES NOT ALLOW BUBBLE UPS IN THEIR ROW.



R-2
C400
TYPICAL
N.T.S.
DETENTION PONDS



R-2
C400
TYPICAL
N.T.S.
DETENTION PONDS

REVISIONS

DRAWN: JBC 2026-10-01
APPROVED: STA 2026-10-01
PROJECT #: 1209007
PRELIMINARY-1209007.dwg

C500
GRADING PLAN

WOODLAND COVE

395 SOUTH 200 EAST
PARCEL #07-035-0053
LOCATED IN THE S 1/2 OF SECTION 19, T. 3 N., R. 1 E., S.L.B.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

DEVELOPER

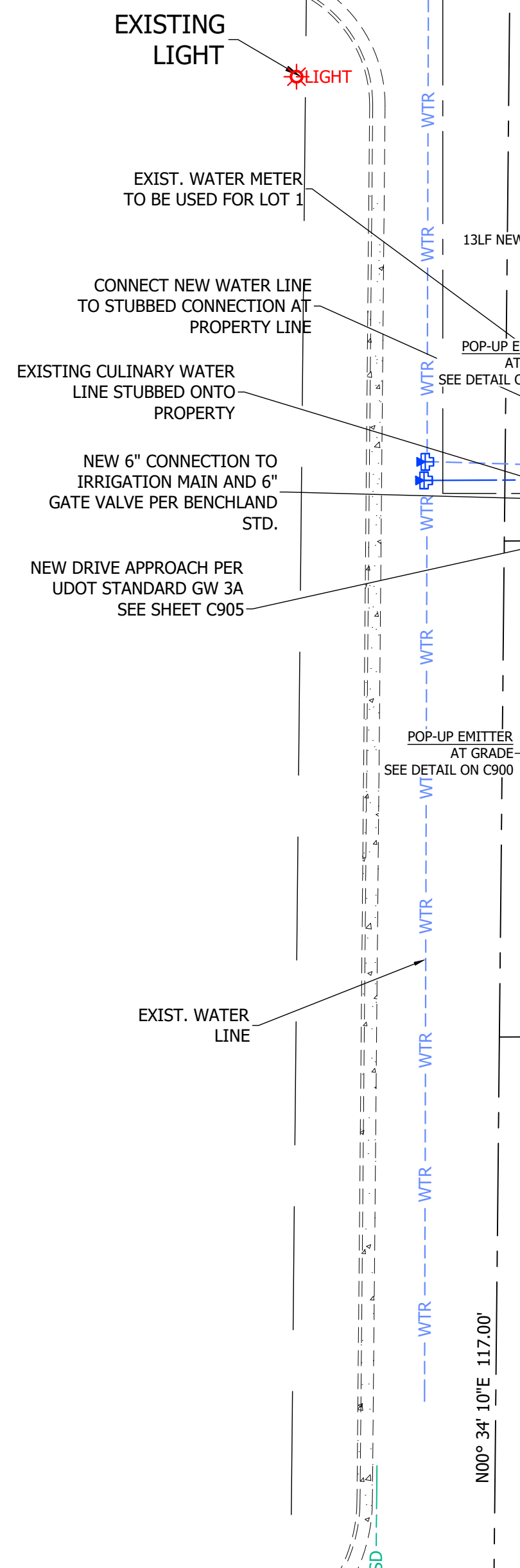
WOODLAND COVE DEV.
CONTACT: David A Bell, PhD, PE
542 South 350 East
Farmington, UT 84025
Phone: 801-540-8742
dbell.daba@gmail.com

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
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I:\1200\1209007\4_production\Civil\04_Plan Set\PRELIMINARY-1209007.dwg 2026-10-01 5:28:37 PM JARED COURT

PARACLE CIRCLE
(400 SOUTH)

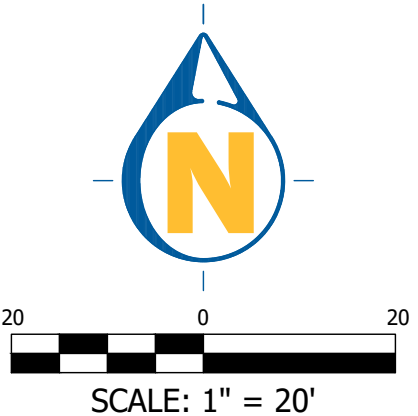


200 EAST STREET

5-FOOT SIDEWALK

TAX # 07-035-0032
FAUSETT, LONNIE TRUSTEE

TAX # 07-035-0059
NEUMANN, REID TRUSTEE



DENSITY

NUMBER OF HOMES = 6
TOTAL ACRES 1.031
DENSITY = 5.82 DWELLINGS PER ACRE

AREA TABULATION

TOTAL AREA = 44,910 SF
OPEN SPACE AREA = 4,493 SF
PRIVATE DRIVE AREA = 7,551 SF

NOTES

1. ALL LOT OWNERS OF THIS DEVELOPMENT WILL BE RESPONSIBLE TO REMOVAL AND REPLACEMENT OF TEMPORARY DRIVEWAY IN FUTURE
2. ALL LOTS TO DETAIN ITS OWN STORM DRAIN.
3. ALL FIRE HYDRANTS ARE TO BE CLOW
4. ALL VALVES ARE TO BE MUELLER OR CLOW
5. WATER METERS LOCATED IN CONCRETE SHALL BE INSTALLED WITH A 30" METER BOX WITH A TRAFFIC RATED LID

CITY ENGINEER'S APPROVAL

APPROVED BY THE FARMINGTON CITY ENGINEER, THIS _____ DAY OF _____, 20____.

FARMINGTON CITY ENGINEER

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REVISIONS

DRAWN: JBC	2026-10-01
APPROVED: STA	2026-10-01
PROJECT #:	1209007
PRELIMINARY-1209007.dwg	

C600
UTILITY PLAN

WOODLAND COVE

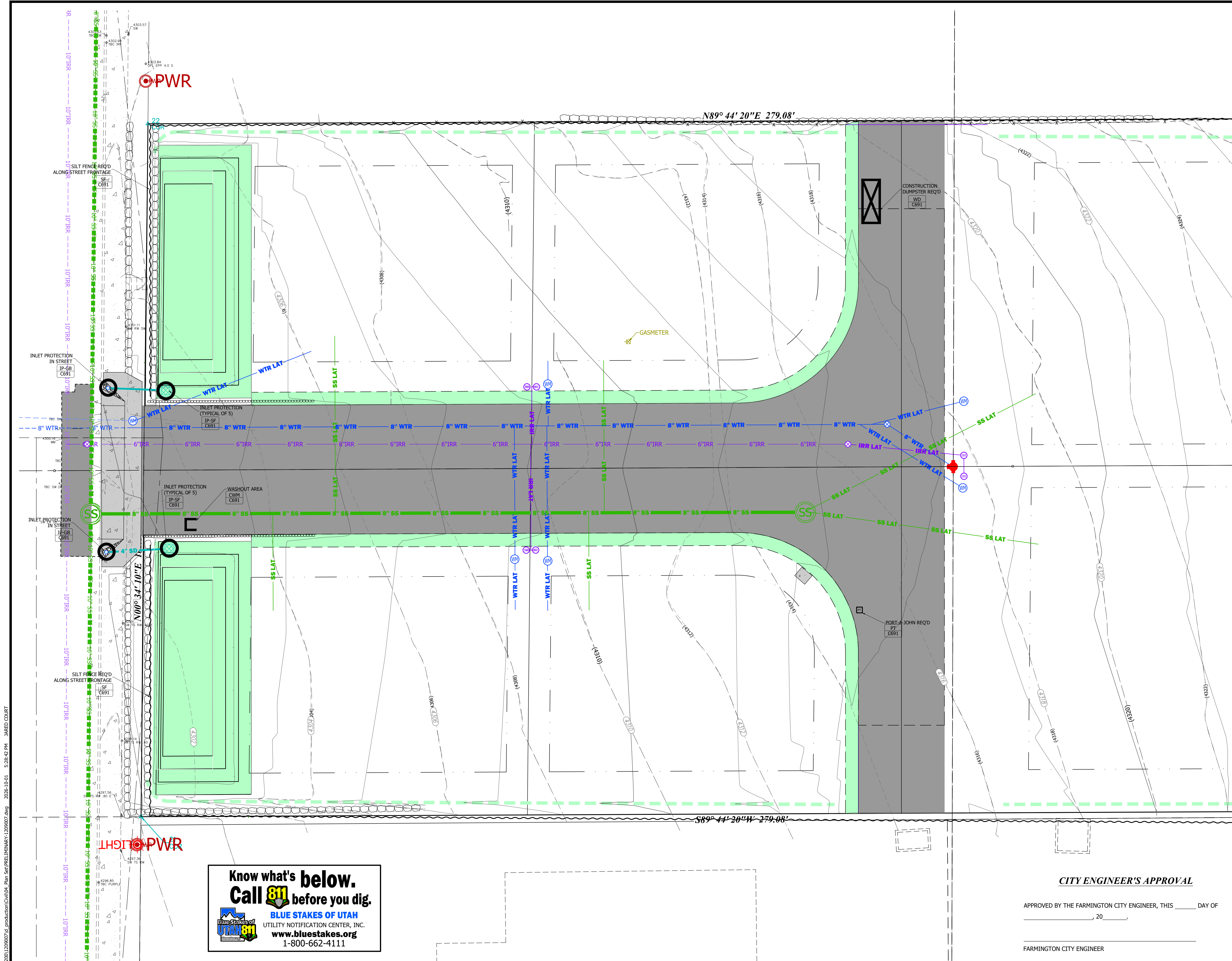
395 SOUTH 200 EAST
PARCEL #07-035-0053
LOCATED IN THE S 1/2 OF SECTION 19, T. 3 N., R. 1 E., S.L.B.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

DEVELOPER

WOODLAND COVE DEV
CONTACT: David A Bell, PhD, PE
542 South 350 East
Farmington, UT 84025
Phone: 801-540-8742
dbell.daba@gmail.com

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

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- CITY NOTES:
1. ALL STORM WATER AND DIRT WILL BE KEPT ON SITE DURING CONSTRUCTION UNTIL FINAL LANDSCAPING IS DONE. THE GENERAL CONTRACTOR WILL BE HELD RESPONSIBLE FOR KEEPING DIRT/MUD ON SITE DURING BAD WEATHER AND FOR CLEANING UP AFTER SUBCONTRACTORS.
 2. THE GRADE AWAY FROM FOUNDATION WALLS SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FT. (5%)
 3. STREET CURB AND GUTTER WILL BE INSPECTED AND CLEANED OF ALL MUD AND DIRT AT THE END OF EVERY DAY.
 4. GRAVEL BAGS (OR EQUIVALENT SPP) TO BE PLACED AND MAINTAINED AROUND ANY STORM DRAIN INLET ADJACENT TO OR IMMEDIATELY DOWNSTREAM FROM SITE DURING CONSTRUCTION.
 5. BERRS OR SWALES MAY BE REQUIRED ALONG PROPERTY LINES TO PREVENT STORM WATER FLOW ONTO ADJACENT LOTS. FINAL GRADING SHALL BLEND WITH ADJACENT LOTS.
 6. A LINED CONCRETE WASHOUT AREA MUST BE PROVIDED AT THE SITE FOR ALL CONCRETE, PAINT, STUCCO, OR MASONRY WORK. WASHOUT ON THE GROUND IS PROHIBITED.
 7. A STATE OF UTAH CONSTRUCTION GENERAL PERMIT (CGP) IS REQUIRED THROUGH THE DEQ PRIOR TO ANY DIRT MOVING ACTIVITIES ON SITE.
 8. A FARMINGTON CITY EXCAVATION PERMIT IS REQUIRED PRIOR TO ANY EARTH MOVING ACTIVITIES COMMENCING ON SITE.
 9. IF GROUNDWATER IS ENCOUNTERED ON SITE, A STATE OF UTAH GROUNDWATER DISCHARGE PERMIT FROM THE DEQ IS REQUIRED PRIOR TO ANY PUMPING ACTIVITIES LEAVING THE SITE.

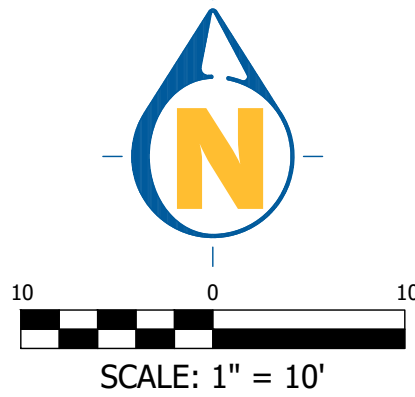
- CONSTRUCTION NOTES**
1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, STATE, AND FEDERAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.
 2. CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.
 3. CONTRACTOR TO INSPECT SITE TO ENSURE THE SWPPP IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.
 4. CONTRACTOR TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROLS AND HOUSEKEEPING MEASURES.
 5. ALL SOLID WASTE SHALL BE STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS.
 6. ALL HAZARDOUS WASTE SHALL BE DISPOSED OF IN THE MANNER AS SPECIFIED BY THE MANUFACTURER AND STATE AND LOCAL REGULATIONS.
 7. A WASHOUT AREA SHALL BE CONSTRUCTED FOR THE TEMPORARY COLLECTION OF EXCESS CONCRETE AND NON-STORM WATER DISCHARGES FROM VEHICLE WASHING. THE CONCRETE WILL BE TAKEN TO THE CITY LANDFILL WITHIN 1 WEEK OF PLACING IN THE WASHOUT AREA.
 8. A STABILIZED CONSTRUCTION ENTRANCE WILL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT OF WAYS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEPED DAILY TO REMOVE EXCESS DIRT.
 9. INSPECTION SHALL BE MADE:
 - a. WEEKLY
 - b. WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER.
 - c. WITHIN 24 HOURS AFTER A SNOW MELT SUFFICIENT TO CAUSE A DISCHARGE.ALL NON-STORM WATER FLOWS SHALL BE DIRECTED TOWARD THE WASHOUT AREA OR SEDIMENT BASIN. THE SWPPP WILL BE REVISED AS SITE CONDITIONS AND PROJECT WARRANTS.
 10. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND SWEEPING PUBLIC STREETS ON A DAILY BASIS, OR MORE IF NECESSARY.
 11. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE DUST CONTROL THROUGHOUT THE COURSE OF THE PROJECT.

CITY ENGINEER'S APPROVAL

APPROVED BY THE FARMINGTON CITY ENGINEER, THIS _____ DAY OF _____, 20____.

FARMINGTON CITY ENGINEER

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DEVELOPER

WOODLAND COVE DEV.
CONTACT: David A Bell, PhD, PE
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Phone: 801-540-8742
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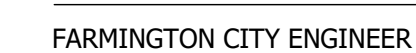
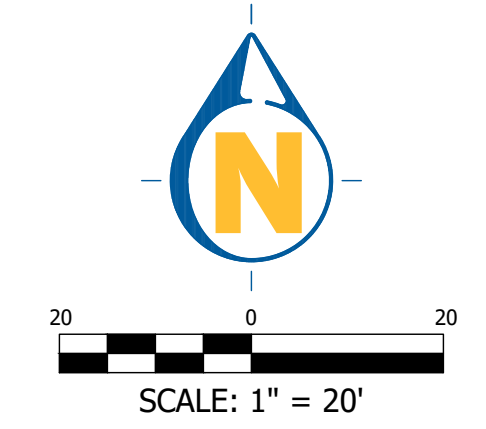
WOODLAND COVE

395 SOUTH 200 EAST
PARCEL #07-035-0053
LOCATED IN THE S 1/2 OF SECTION 19, T. 3 N., R. 1 E., S.L.B.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

REVISIONS

NO.	DESCRIPTION	DATE
1		
2		
3		
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DRAWN: JBC 2026-10-01
APPROVED: STA 2026-10-01
PROJECT #: 1000.0
PRELIMINARY-1209007.dwg
C690
EROSION CONTROL



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C700

PLAN AND PROFILE



Farmington City Planning Commission Staff Report October 10, 2026

Item 3: Zone text amendment to Section 11-30, Foothill Development Standards, to set the maximum allowed impervious surface coverage of a lot to 35%.

Public Hearing:	Yes
Application No.:	26-44
Applicant:	City Staff

Background

The Foothill Overlay zone is established to impose additional development restrictions for hillside development in order to better prevent flooding, erosion, or other environmental hazards which may be more common on areas with steeper slopes.

One such regulation currently in place limits the amount of impervious surface allowed to not exceed 35% or 5,000 square feet, whichever is less. This regulation has been identified recently on a number of new homes or additions east of Main Street or 200 East. In order to accommodate development typical for east Farmington it has been necessary to come before the Planning Commission to request a Special Exception.

It is the opinion of city staff that 5,000 square feet as a benchmark for visiting the Planning Commission is restrictive. Because the requirement applies to all impervious surface on a lot, this square footage is nearly always reached or exceeded in an area where large homes on large lots is the norm.

Staff is proposing an amendment which removes the 5,000 square foot limit and simply keeps the text at a limit of 35%. The building permit process allows city staff to work with builders to ensure that the site is designed, engineered, and constructed in an appropriate manner dealing with storm water, erosion or other concerns at the technical level.

Motion

- 1. Motion to recommend approval of the proposed text amendment to the City Council.**

Supplemental Information

- 1. Proposed Zone Text Enabling Ordinance**

FARMINGTON CITY, UTAH

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING SECTIONS 11-30-040 F AND G TO UPDATE PROVISIONS RELATED TO THE AMOUNT OF ALLOWED IMPERVIOUS SURFACE IN THE FOOTHILL OVERLAY ZONE.

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

WHEREAS, the Farmington City Council has also reviewed the proposed amendment and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

Section 1. Amendment. The specific sections identified in Exhibit A attached hereto are amended as identified

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

Section 3. Effective Date. This ordinance shall take effect immediately upon passage by the City Council.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 20th day of October, 2026.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit A

11-30-040: DENSITY, LOT SIZE, SET BACK, AND CHARACTERISTICS:

F. Maximum Impervious Material Coverage: The maximum impervious material coverage that shall be allowable on residential lots shall be thirty five percent (35%) of the total lot area ~~or five thousand (5,000) square feet, whichever is smaller~~, including the main building, accessory buildings, patios and driveways. For purposes of calculating the permissible lot coverage percentage, lot areas that exceed thirty percent (30%) slope shall be excluded and shall not be used in calculating the allowable impervious coverage area.

Applicants shall be required to provide on-site detention/retention as required by local or state statutes and appropriately sized outflow orifice plates in accordance with City Engineer recommended detention/retention volume calculations for a 100-year storm event. The applicant shall be required to provide engineered drawings and specifications for the proposed detention/retention and drainage. Upon acceptance and approval of the engineering documents, the applicant shall enter into a maintenance agreement, as deemed acceptable by the City.

G. Maximum Impervious Material Exception: The maximum allowable impervious material coverage of a lot may be allowed to exceed ~~five thousand (5,000) square feet~~ thirty five percent (35%) as a special exception subject to the process set forth in Chapter 3 of this Title and upon a recommendation of the City Engineer and the approval of the applicable land use authority for the subject application (i.e. subdivision, site plan, or building permit).

~~Any applicant seeking a special exception to exceed 5,000 square feet of impervious material coverage per lot shall be required to provide on-site detention/retention as required by local or state statutes and appropriately sized outflow orifice plates for the additional impervious area (over five thousand (5,000) square feet) in accordance with City Engineer recommended detention/retention volume calculations for a 100-year storm event. The applicant shall be required to provide engineered drawings and specifications for the proposed detention/retention and drainage to qualify for the exception. Upon acceptance and approval of the engineering documents, the applicant shall enter into a maintenance agreement, as deemed acceptable by the City. Such maintenance agreement shall be recorded against the subject property as a condition of granting an increase impervious material allowance. For purposes of calculating the permissible lot coverage percentage, lot areas that exceed thirty percent (30%) slope shall be excluded and shall not be used in calculating the allowable impervious coverage area.~~

**FARMINGTON CITY
PLANNING COMMISSION**

September 03, 2026

WORK SESSION Present: Chair Tyler Turner; Vice Chair Joey Hansen; Commissioners Frank Adams, Scott Behunin, Randy Hopkins, George “Tony” Kalakis, and Spencer Klein; Alternate Commissioners Kevin Sanders and Brian Shepherd.
Staff: Community Development Director Lyle Gibson. *Excused:* Planning Secretary Carly Rowe.

Community Development **Lyle Gibson** said Staff’s recommendation is to table the Phoenix Way Planned Unit Development (PUD) Subdivision and Development Agreement. The technical review team on the engineering side still has some details to figure out, and input from the public is still needed. Commissioners may have some input that will be valuable as well. There are utility lines through the area, as well as land drainage issues to consider. Getting those things detailed will determine the amount of developable property.

The Squires and Ellis families own the property. Jack Fisher Homes has contracted with the owners to pursue development on the property, which are three deep lots that are each about 2 acres and have existing homes. The intent is to keep the front three homes in place. If this step is approved and there are only minor adjustments for things such as lot lines, Staff can handle the rest of the process. However, if there are major changes, the application will have to go back through the whole process again.

REGULAR SESSION Present: Chair Tyler Turner; Vice Chair Joey Hansen; Commissioners Frank Adams, Scott Behunin (online), Randy Hopkins, George “Tony” Kalakis, and Spencer Klein; Alternate Commissioners Kevin Sanders and Brian Shepherd.
Staff: Community Development Director Lyle Gibson. *Excused:* Planning Secretary Carly Rowe.

Chair **Tyler Turner** opened the meeting.

SUBDIVISION/PLAT AMENDMENT APPLICATION – public hearing

Item #1: Luke Martineau – Applicant is requesting consideration of the Phoenix way Planned Unit Development (PUD) Subdivision and Development Agreement which includes 15 lots on approximately 7.9 acres of property in the existing Agriculture Estates (AE) zone. Three of the lots will retain existing homes along Phoenix Way, creating 12 new lots.

Community Development Director **Lyle Gibson** presented this item. This is a new proposed subdivision among three properties and two families. The property is currently zoned Agriculture Estates (AE), along with everything undeveloped west of Interstate 15 (I-15). The AE zone is basically 1-acre lots, but developers over the years have been granted more density than that in exchange for providing trails and open space, etc. In this case, the AE provides the base density of seven lots. In this area, there are a lot of deep lots. Considering future development potential, neighbors are cooperating on this proposal. The proposal is going from seven guaranteed lots to 15 using Transfer of Development Rights (TDRs), purchasing rights for open space in other areas of the City where it makes more sense. There is also a proposed open space amenity with pedestrian access to a trail connection. Lots vary in size from half an acre to a quarter acre, allowing flexibility in order to produce a better layout. The applicant is asking to eliminate park strips in some areas of the subdivision in order to widen the Right of Way. Staff is asking for more time to consider the technical aspects of the proposal including utility easements.

Commissioner **Frank Adams** wants to prohibit on-street parking at the entrance to this proposed development. **Gibson** said the equity of the TDRs is in part determined with input from the City Manager and consulting the applicant’s proforma. It can therefore vary from project to project.

Applicant **Luke Martineau** with J. Fisher Companies addressed the Commission. This is an opportunity to open the west side of these large lots. They want to provide access to the Rail Trail for those on the east side of 650 West. The narrow connection on the east side has been a challenge. They do not expect to increase the number of lots beyond 15. **Adams** said he would like to see that included in the Development Agreement.

Turner opened the public hearing.

David Howes said he lives directly north of this proposed development. He is in talks with the developer and may or may not sell. Their back pasture sits lower than the surrounding properties. Because the water table is so high in the spring, they have had to put in a detention pond. His biggest concern is this low point. He has a French drain running up through the sloping land. He does not want to be flooded out in the future.

Debbie Shaffer said her horse property is directly south of this proposed development. Her concern is the utility line for a drainage ditch. The land in question has a natural spring a few feet from the fence line that must be considered. She wants to know the developer’s plans to manage this water including the City runoff. She also wants to protect her property lines and horses while avoiding any flooding.

Jonathan Ball said he lives nearby. There is a ditch running under the trail and two sources of water to consider.

John Keboinger addressed the Commission online. He is also concerned with water issues. On the back side of his property, there are two sump pumps that are supposed to be maintained by the City. He wants to know what the plans are for the City-owned lot by 500 South and the Rail Trail.

Gibson said the City owns property on the side of the trail where the water is being sent to. He asked concerned neighbors to contact his office directly.

Turner closed the public hearing.

Adams asked about the time frame for demolishing of existing structures. **Martineau** said once the City has reviewed their engineering and is ready to issue permits, demolition will happen in preparation for road and utility installations. J. Fisher intends to use Henry Walker Homes to build the homes on these lots. **Adams** said he would like the applicant to bring elevations in the future. **Martineau** said the developer is considering installing a land drain in addition to the storm water system in order to make basements viable, much like they did in West Haven previously. **Turner** said the Development Review Committee (DRC) will be reviewing this further. The City Council will also consider the proposal. The applicant's engineering and soil studies will be reviewed by the City engineering staff. It will come back to the Commission for preliminary approval after that. Commissioners said it would be good for the applicant to have contact with the immediate neighbors in order to get valuable feedback.

Commissioner **Scott Behunin** said natural gas pipelines pass through this property and should also be considered.

MOTION

Joey Hansen made a motion that the Commission table a decision on this project pending support from the Farmington City Development Review Committee to move forward.

Supplemental Information 1-2:

1. Vicinity Map
2. Development Agreement/Schematic Plan

Randy Hopkins seconded the motion.

Chair Tyler Turner	X Aye ____ Nay ____ Excused
Vice Chair Joey Hansen	X Aye ____ Nay ____ Excused
Commissioner Frank Adams	X Aye ____ Nay ____ Excused
Commissioner Scott Behunin	X Aye ____ Nay ____ Excused
Commissioner Randy Hopkins	X Aye ____ Nay ____ Excused
Commissioner George "Tony" Kalakis	X Aye ____ Nay ____ Excused
Commissioner Spencer Klein	X Aye ____ Nay ____ Excused
Alternate Commissioner Kevin Sanders	X Aye ____ Nay ____ Excused
Alternate Commissioner Brian Shepherd	X Aye ____ Nay ____ Excused

The motion passed with a unanimous vote.

SUMMARY ACTION AND OTHER BUSINESS

Item #2: Applications and Approval of Minutes

1. Applications and Approval of Minutes
 - a. Planning Commission Minutes from August 20, 2026

Item #3: City Council Reports, Upcoming Items & Trainings.

- a. City Council Report
 - i. **Gibson** said the City Council followed the Commission's recommendations for zone text adjustments for building heights and special exceptions, the omnibus bill addressing clean up work on several items, and the development agreement and schematic subdivision approval of the 15-lot Avocet development at 1600 S. Frontage Road.
- b. Other

Adams made a motion to approved Summary Action items #2 and #3. Commissioner **Joey Hansen** seconded the motion.

Chair Tyler Turner	X Aye ____ Nay ____ Excused
Vice Chair Joey Hansen	X Aye ____ Nay ____ Excused
Commissioner Frank Adams	X Aye ____ Nay ____ Excused
Commissioner Scott Behunin	X Aye ____ Nay ____ Excused
Commissioner Randy Hopkins	X Aye ____ Nay ____ Excused
Commissioner George "Tony" Kalakis	X Aye ____ Nay ____ Excused
Commissioner Spencer Klein	X Aye ____ Nay ____ Excused
Alternate Commissioner Kevin Sanders	X Aye ____ Nay ____ Excused

Alternate Commissioner Brian Shepherd

X Aye ____ Nay ____ Excused

Gibson said the Martineau application would likely be ready for inclusion on the next agenda on September 17, 2026. The DRC's findings will likely be available in about a week.

ADJOURNMENT

Kevin Sanders motioned to adjourn.

Chair Tyler Turner

X Aye ____ Nay ____ Excused

Vice Chair Joey Hansen

X Aye ____ Nay ____ Excused

Commissioner Frank Adams

X Aye ____ Nay ____ Excused

Commissioner Scott Behunin

X Aye ____ Nay ____ Excused

Commissioner Randy Hopkins

X Aye ____ Nay ____ Excused

Commissioner George "Tony" Kalakis

X Aye ____ Nay ____ Excused

Commissioner Spencer Klein

X Aye ____ Nay ____ Excused

Alternate Commissioner Kevin Sanders

X Aye ____ Nay ____ Excused

Alternate Commissioner Brian Shepherd

X Aye ____ Nay ____ Excused

Tyler Turner, Chair

**FARMINGTON CITY
PLANNING COMMISSION**

September 17, 2026

WORK SESSION Present: Chair Tyler Turner; Scott Behunin, Randy Hopkins, and Spencer Klein; Alternate Commissioners Kevin Sanders. Staff: Community Development Director Lyle Gibson and Planning Secretary Carly Rowe. *Excused:* Vice Chair Joey Hansen; Commissioners Frank Adams, George “Tony” Kalakis, and Brian Shepherd.

The meeting began at 6:30 p.m. Community Development **Lyle Gibson** said STACK development used to own this property and still owns 100 acres around it. There is a very broad DA agreement for office and residential in the area. The City allowed this area to have residential before commercial. Recently STACK came in last year to propose a townhome project. Originally five- to six-story commercial was proposed along busy streets, then live/work units were proposed along 950 North. An agreement has been recorded with a height limit restriction close to the trail for a buffer for residents. STACK prefers building the office and sold Garbett Homes the land in order to build the residential product. Garbett will get the same entitlement originally agreed to. The units will be owed, and Garbett would rather have private backyards than common area originally agreed to. That was enough of a change to the agreement that they need to come back to the Planning Commission. The Commissioners discussed the fence line being right up against the sidewalk. **Gibson** said there are wide sidewalks planned through this area. The Commission may consider recommending adding a fence 3 feet back from the sidewalk. This could result in shorter driveways and smaller yards.

Regarding Item #2 Marty Curtis rezone, a public hearing was held in July. The family just wants to sell the property to help take care of the parents. Zoning may positively affect the potential selling price. **Gibson** advised the Commissioners to take the zone on its face, as the City would likely enter into a Development Agreement with a future landowner anyway.

Gibson said this year there are new truth in taxation rules, with different noticing requirements. However, Farmington's tax increase was noticed appropriately.

REGULAR SESSION Present: Chair Tyler Turner; Scott Behunin, Randy Hopkins, and Spencer Klein; Alternate Commissioners Kevin Sanders. Staff: Community Development Director Lyle Gibson and Planning Secretary Carly Rowe. *Excused:* Vice Chair Joey Hansen; Commissioners Frank Adams, George “Tony” Kalakis, and Brian Shepherd.

Chair **Tyler Turner** opened the meeting at 7:06 p.m.

SUBDIVISION/PLAT REZONE APPLICATIONS – public hearing Item #1 and Item #2

Item #1: Garbett Homes – Applicant is requesting consideration of a Schematic Subdivision and an amendment to a Project Master Plan (PMP) and Development Agreement (DA) for the R1Sage Townhomes project at approximately 1771 W 950 N (North Station Lane). The primary consideration of this amendment is to consider a front-load garage product with private backyards vs the original rear-load product with more common area.

Community Development Director **Lyle Gibson** said the property is south of 650 N. North Station Lane. The primary land holder in the agreement is STACK, who has been getting various levels of entitlement for this property over the years. This is the mixed-use district with residential against the trail, which provides a buffer for the residences to the west. Garbett purchased this property from STACK in order to construct the proposed 74 for-sale townhomes. The product is rear-load, which is a change from the previous agreement with STACK.

Applicant **Marcus Stevensen** addressed the Commission. Green space allows 20 to 25 feet of backyard space, which they feel will be a good fit for for-sale units that feature two and three bedrooms and two-car garages. Two cars can also fit in each driveway. Parking includes 188 garage parking spots, 114 driveway parking spots, and 35 guest spots. About 37 townhomes lack driveway parking. Civil engineers have been dealing with a large grade change in the project, which will necessitate a 9-foot retaining wall. They are requesting six units to not be forward-facing. Less sidewalk will allow more parking. **Turner** said this is fewer units than STACK originally proposed.

Turner opened and closed the public hearing at 7:21 pm, as no public comment was given.

Alternate Commissioner **Kevin Sanders** asked how far away the sidewalk is from the retaining wall. The applicant is still unsure. **Sanders** and Commissioner **Scott Behunin** would like the fence to be on top of the wall and 2 to 3 feet away from the sidewalk. Commissioner **Randy Hopkins** loves the backyard aspect of the project, and **Turner** appreciates that they will be for-sale.

Gibson said the City acquired 3 acres on the south side for storm water detention from new roads. There is a trail next door, which the City hopes will eventually tie into access to the park.

MOTION

Hopkins made a motion to approve the proposed Amendment to the Development Agreement with the following changes:

- Sidewalk be provided along at least one side of each private street in the project.

- Units with frontage along North Station Lane be oriented so the front door and primary façade faces North Station Lane with rear load driveway access from the private street within the project.

Findings:

With the recommended changes, the originally contemplated access from these units to the park to the south is partially restored and safety is improved. The units most visible along a major collector street maintain their form and style, which matches the requirements of the underlying zoning district and envisioned form for the North Station area.

Supplemental Information

1. Vicinity Map
2. Original Development Concept Items
3. Development Agreement
4. R1 Residential – Concept Site Plan and Schematic Plat

Behunin seconded the motion.

Chair Tyler Turner	X Aye ____ Nay ____ Excused
Vice Chair Joey Hansen	____ Aye ____ Nay X Excused
Commissioner Frank Adams	____ Aye ____ Nay X Excused
Commissioner Scott Behunin	X Aye ____ Nay ____ Excused
Commissioner Randy Hopkins	X Aye ____ Nay ____ Excused
Commissioner George “Tony” Kalakis	____ Aye ____ Nay X Excused
Commissioner Spencer Klein	X Aye ____ Nay ____ Excused
Alternate Commissioner Kevin Sanders	X Aye ____ Nay ____ Excused
Alternate Commissioner Brian Shepherd	____ Aye ____ Nay X Excused

The motion passed with a unanimous vote.

Item #2: Marty Curtis – Applicant is requesting consideration of a rezone request for approximately 0.36 acres of property at 37 S 200 East. The request is to change the zoning designation from the existing Original Townsite Residential – Foothill (OTR-F) zone to the Multiple Family Residential – Foothill (R-4-F) zone. The change in zoning designation would primarily allow for additional residential units to be developed at the property.

This item was originally heard on July 16, 2026. **Gibson** said it is currently in the OTR zone with a single-family home. The applicant is looking to rezone the property before selling it to someone else. The drawings changed from a four-plex to a three-plex townhome project, which is more appropriate considering parking and property size. However, the Commissioners should consider solely the zone change in this agenda item.

Applicant **Marty Curtis**, from Highland, Utah, addressed the Commission. He is the husband of one of the siblings who own the property. Rezoning this property will make it more profitable. There have been concerns the neighbors voiced about parking and play area for children, but reducing the units from four to three has helped with that.

Turner opened the public hearing at 7:42 pm.

Craig Thorley, a former chairman of the Davis County Planning Commission, addressed the Commission and provided a handout. He thinks this is illegal spot zoning as it is not consistent with the General Plan, and is only for the economic gain of the landowners. The applicant should prove who has title to the land. The property has been neglected and having three units on it would cause future traffic problems. There already isn't proper space for children to play.

Nicky Valentine said there is a possibility for flooding in the area. She read a Facebook post about a young boy who was involved in an auto pedestrian accident.

Elizabeth Adoyo addressed the Commission, saying she is against changing the zone in this area. It will create future problems with children from other areas wanting to play on the playground. She is worried about the precedence it sets.

Melanie Valentine is Nicky's sister and agrees with everything she said earlier.

Brittany said she agreed with everything that was said in the public hearing.

Turner closed the public hearing at 7:56 p.m., reminding those in attendance that the Planning Commission is a recommending body. The Development Review Committee (DRC) reviews water, fire, and sewer issues associated with proposed developments. **Gibson** said he would check with the City Attorney about spot zoning, but the General Plan is a “guiding document” that doesn't have to be followed exactly. **Hopkins** asked if the zone was changed, would future development then be out of the Commission's hands. At what point does the City stop single-family turning into townhomes?

Curtis said the property was listed for sale in 2024 when the previous owner was moved to an assisted living center. He said the home existing there would cost more to clean up and fix than it would be worth. They took the home off the market after the real estate agent got him in contact with developers, who would be more likely to buy it if the zone was changed first. **Turner** said he feels the rezone fits the area, especially with the reduction from four to three units. **Klein** said he can see both sides, but he is leaning toward tabling or a denial due to the General Plan. **Sanders** said the homes in his neighborhood are an eclectic mix including million-dollar homes and a five-plex. He feels zoning should be changed once someone is ready to build on that property. **Behunin** said he prefers the three units to the four and doesn't think traffic will increase much. Therefore, he would vote to approve the zone change. **Hopkins** said he is worried about zoning creep and where it would stop.

MOTION

Klein made a motion that the Commission recommend denial for the requested rezone based on finding A:

Findings:

The requested zoning district is not consistent with the City's adopted General Plan and would create development which is incompatible with surrounding properties.

Sanders seconded the motion.

Chair Tyler Turner	_____ Aye X Nay _____ Excused
Vice Chair Joey Hansen	_____ Aye _____ Nay X Excused
Commissioner Frank Adams	_____ Aye _____ Nay X Excused
Commissioner Scott Behunin	_____ Aye X Nay _____ Excused
Commissioner Randy Hopkins	X Aye _____ Nay _____ Excused
Commissioner George "Tony" Kalakis	_____ Aye _____ Nay X Excused
Commissioner Spencer Klein	X Aye _____ Nay _____ Excused
Alternate Commissioner Kevin Sanders	X Aye _____ Nay _____ Excused
Alternate Commissioner Brian Shepherd	_____ Aye _____ Nay X Excused

The item was recommended denial in a 3-2 vote.

SUMMARY ACTION AND OTHER BUSINESS

1. Applications and Approval of Minutes
 - a. No minutes to approve.
2. City Council Reports, Upcoming Items & Trainings.
 - a. City Council Report
 - b. Other

ADJOURNMENT

Behunin motioned to adjourn at 8:23 p.m.

Chair Tyler Turner	X Aye _____ Nay _____ Excused
Vice Chair Joey Hansen	_____ Aye _____ Nay X Excused
Commissioner Frank Adams	_____ Aye _____ Nay X Excused
Commissioner Scott Behunin	X Aye _____ Nay _____ Excused
Commissioner Randy Hopkins	X Aye _____ Nay _____ Excused
Commissioner George "Tony" Kalakis	_____ Aye _____ Nay X Excused
Commissioner Spencer Klein	X Aye _____ Nay _____ Excused
Alternate Commissioner Kevin Sanders	X Aye _____ Nay _____ Excused
Alternate Commissioner Brian Shepherd	_____ Aye _____ Nay X Excused

Tyler Turner, Chair

CITY COUNCIL MEETING NOTICE AND AGENDA
Tuesday, October 6th, 2026
Work Session – 6:00 p.m.
Regular Session – 7:00 p.m. [Zoom link](#)

Notice is given that the Farmington City Council will hold a regular meeting and a work session on the above date 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. See the above Zoom link to listen to the regular meeting live and to comment electronically. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION – 6:00 p.m.

- Discussion regarding roosters in Farmington
- Mayor Anderson & City Council Reports

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

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Roger Child, Councilmember
- Pledge of Allegiance – Amy Shumway, Councilmember

PRESENTATION:

- Farmington City in partnership with Hopebox Theater presents, "The Blithe Spirit"

PUBLIC HEARING:

- 2nd Amendment to Farmington Meadows Conservation Easement and consideration of access easements across city property.

BUSINESS:

- Contracts to sell parcels 2885 and 2885B to UDOT for the widening of I-15

SUMMARY ACTION LIST:

1. Minutes approval for 09-15-26
2. Agreement for the Deferral of Certain Public Improvements at 1475 S 200 E

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 October 1, 2026

DeAnn Carlile, City Recorder