



## CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the City Council of the City of Farmington will hold a regular meeting on **Tuesday, October 4th 2022** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at [www.farmington.utah.gov](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so at [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov)

### **WORK SESSION – 6:00 p.m.**

### **REGULAR SESSION – 7:00 p.m.**

#### **CALL TO ORDER:**

- Invocation – Brigham Mellor, Interim City Manager
- Pledge of Allegiance – Roger Child, Councilmember

#### **PRESENTATION:**

- Farmington City Arts Presents a number from their upcoming Dinner Theater, The Pajama Game
- Farmington High School Student Spotlight - Elesa Wiser

#### **PUBLIC HEARING:**

- An approval for a Project Master Plan (PMP)/Development Agreement (DA) for the proposed **Canopy Square** mixed-use development, including a recommendation to amend the City's regulating plan for the property (approx. 20 acres) is located at approximately 1475 W Burke Lane, in the OMU (Office Mixed Use) zone.
- A Project Master Plan (PMP)/Development Agreement (DA) for the proposed **Lifetime Gym Subdivision** located at the southwest corner of Market Street and Burke Lane on 8.93 acres, in the OMU (Office Mixed Use) zone.

#### **BUSINESS:**

- Rezone of 6.57 acres of property for parcel 08-059-0045 from AE to OMU (Continued from 9-20-22)
- Master Plan and Development Agreement on 25 acres of property located at approximately 1550 W Burke Lane in the OMU zone (Continued from 9-20-22)
- City Manager Employment Agreement

#### **SUMMARY ACTION:**

- Approval of City Council Minutes for September 20, 2022
- Approval of City Council Minutes for September 27, 2022

#### **GOVERNING BODY REPORTS:**

- City Manager Report
- Mayor Anderson & City Council Reports

#### **ADJOURN**

**CLOSED SESSION** – Minute motion adjourning to closed session, if necessary, 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.

### **CERTIFICATE OF POSTING**

*I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website [www.farmington.utah.gov](http://www.farmington.utah.gov), and emailed to media representatives on September 28th, 2022*

**DeAnn Carlile**

DeAnn Carlile, Farmington City Recorder

CITY COUNCIL AGENDA

For Council Meeting:  
October 4, 2022

**PUBLIC HEARING:**           **Canopy Square – Project Master Plan / Development Agreement, Schematic Subdivision Plan, and Zone Text Amendment to the City’s Regulating Plan.**

**GENERAL INFORMATION:**

See staff report prepared by David Petersen, Community Development Director

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting



# FARMINGTON CITY

BRETT ANDERSON  
MAYOR

ROGER CHILD  
SCOTT ISAACSON  
MELISSA LAYTON  
ALEX LEEMAN  
AMY SHUMWAY  
CITY COUNCIL

BRIGHAM MELLOR  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David Petersen, Community Development Director

Date: October 4, 2022

SUBJECT: **Canopy Square -- Project Master Plan/Development Agreement, Schematic Subdivision Plan, and Zone Text Amendment to the City's Regulating Plan.**

### RECOMMENDATION

Move that the City Council approve the enclosed PMP and Schematic Subdivision Plan, but table a decision related to 1) the development agreement; and 2) the zone text amendment to the City's regulating plan, until a final draft for the agreement is ready, and an enabling ordinance is prepared for the text amendment, with both to be considered for action by the Council prior to final site plan and final plat approval by the Planning Commission with the following conditions or recommendations by the Commission:

1. The townhome units be built under the IRC providing for the ability to be platted as individual units upon construction or at a future date. (To be included in the Development Agreement).
2. Applicant shall provide more interior connections for vehicles to the local east to west street on the north border of Canopy Square to discourage cross traffic from areas external to the project (i.e. cut through traffic) to establish the "street" as a true neighborhood connection.
3. Strike the word "generally" in both sub-paragraphs 2e and 2g of the development agreement.
4. The development shall have a minimum of 9,000 s.f. of commercial space roughly equal to the square footage shown in the original project proposal and as approved in the North Farmington Station Master Plan.
5. City Council explore options for the commercial component to be tied to a bond that incentivizes the final completion of the commercial development.
6. City Council explore options on the optimal mix of affordable unit types (e.g. that not all affordable unit types are one bedroom).

### **Findings**

1. Delaying final approval of the zone text amendment and development agreement will better allow the City to modify the enabling ordinance, and the parties to adjust the development agreement, to accommodate unforeseen changes which may come about as a result of the site plan and subdivision review process.
2. The podium building, with ground floor commercial, provides a welcome precedent for northbound travelers to the North Farmington Station/remote hub area.
3. Except for the commercial nodes, the plan is consistent with the North Farmington Station PMP.
4. The center greenway and other parts of the Canopy Square sub-PMP are consistent with the Farmington Station Area Plan prepared by GSBS, an element of the City's General Plan, recently adopted by the City.
5. The project helps provide housing for an emergent workforce.

### **Background Information**

The Planning Commission reviewed the Canopy Square project on September 22, 2022, and recommended that the City Council approve the motion set forth above. In so doing they added to staff's initial suggestion conditions c, d, e, and f as part of their recommendation; and as part of this Council report, staff added the recommendation to table the development agreement and zone text change—and an additional finding (see no. 1).

Previously, on January 20, 2022, recommended approval of the original PMP/DA for Canopy Square, and they did so after earlier reviews in the months preceding this date. One hallmark of this earlier proposal was a “wrapped” affordable housing project; however, the developer was unable to obtain approval for this tax credit proposal and reconfigured the PMP for the Commission's consideration. It is anticipated that the developer will provide details about the LIHTC process at the Council meeting and explain why such projects are difficult to implement in a jurisdiction such as Farmington.

Canopy Square is a 20-acre residential development on the north side of Burke Lane between the future Maker Way and “Commerce Drive” rights-of-way. The residential use of the area, despite the OMU zoning, is permitted under the North Farmington Station Project Master Plan and Development Agreement approved in 2020. The project consists of multifamily stacked flats, townhomes, and a residential podium product which includes ground floor commercial. The location of the development is important, as it borders the mixed-use office park proposed to the north, and other mixed-use products to the south. It sits roughly halfway between the City's future 14-acre park and the commercial/office center to the north. The project features a crucial location for not only housing for an emergent workforce in Farmington, but also contains a necessary circulation corridor for pedestrians and bicyclists consistent with a General Plan update prepared by GSBS and recently approved by the City.

As before, the plan shows a street on the north side of the project connecting Maker Way and Commerce Drive, but this time the applicants have worked with the adjacent owner and the proposed neighborhood street now straddles the common property line. Wasatch requests that they design this connection in such way to discourage cut-through non-local traffic, and staff supports this proposal.

The previous iteration of the plan did not include any commercial, including commercial nodes at the southwest and southeast corners of the project, which omission is not consistent with the overarching

North Farmington Station Master Plan. Subsequently, the Planning Commission recommended on January 20<sup>th</sup> as a condition of approval that the developer modify his plan to show the commercial nodes. In lieu of this condition, Wasatch is proposing ground floor commercial, mentioned previously, next to Maker Way.

**Supplementary Information**

1. Vicinity Map
2. Farmington Station Area Plan
3. North Farmington Station Land Uses Map
4. Previous Version of the Canopy Square Site Plan, January 20, 2022
5. Land Use Summary Table
6. Draft Supplemental Development Agreement
7. Project Master Plan including, but not limited to:
  - a. Schematic Subdivision Plan
  - b. Schematic Site Plan
  - c. Elevations

Respectfully Submitted

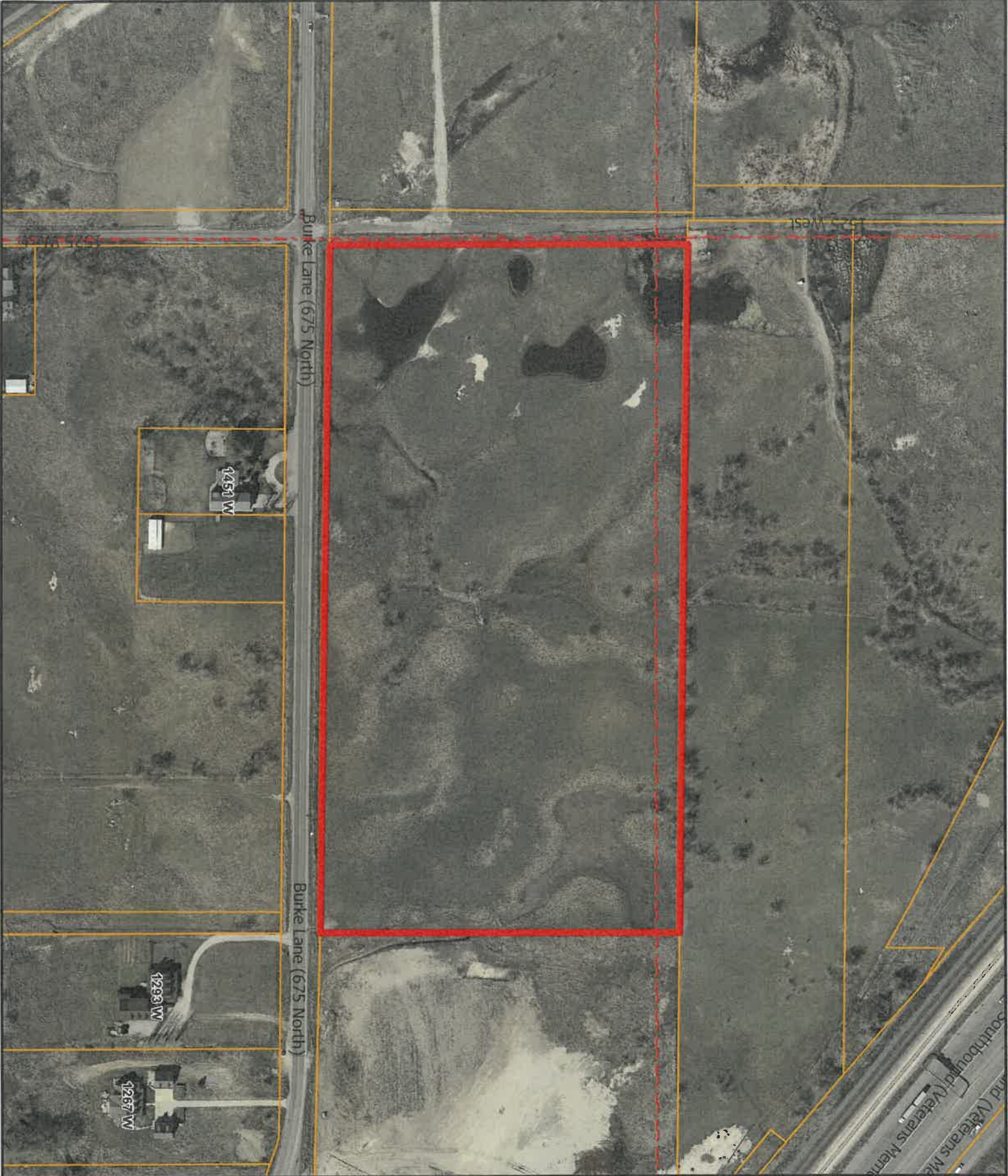


David Petersen  
Community Development Director

Concur



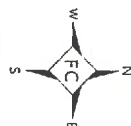
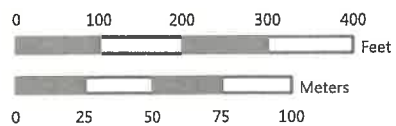
Brigham Mellor  
Acting City Manager



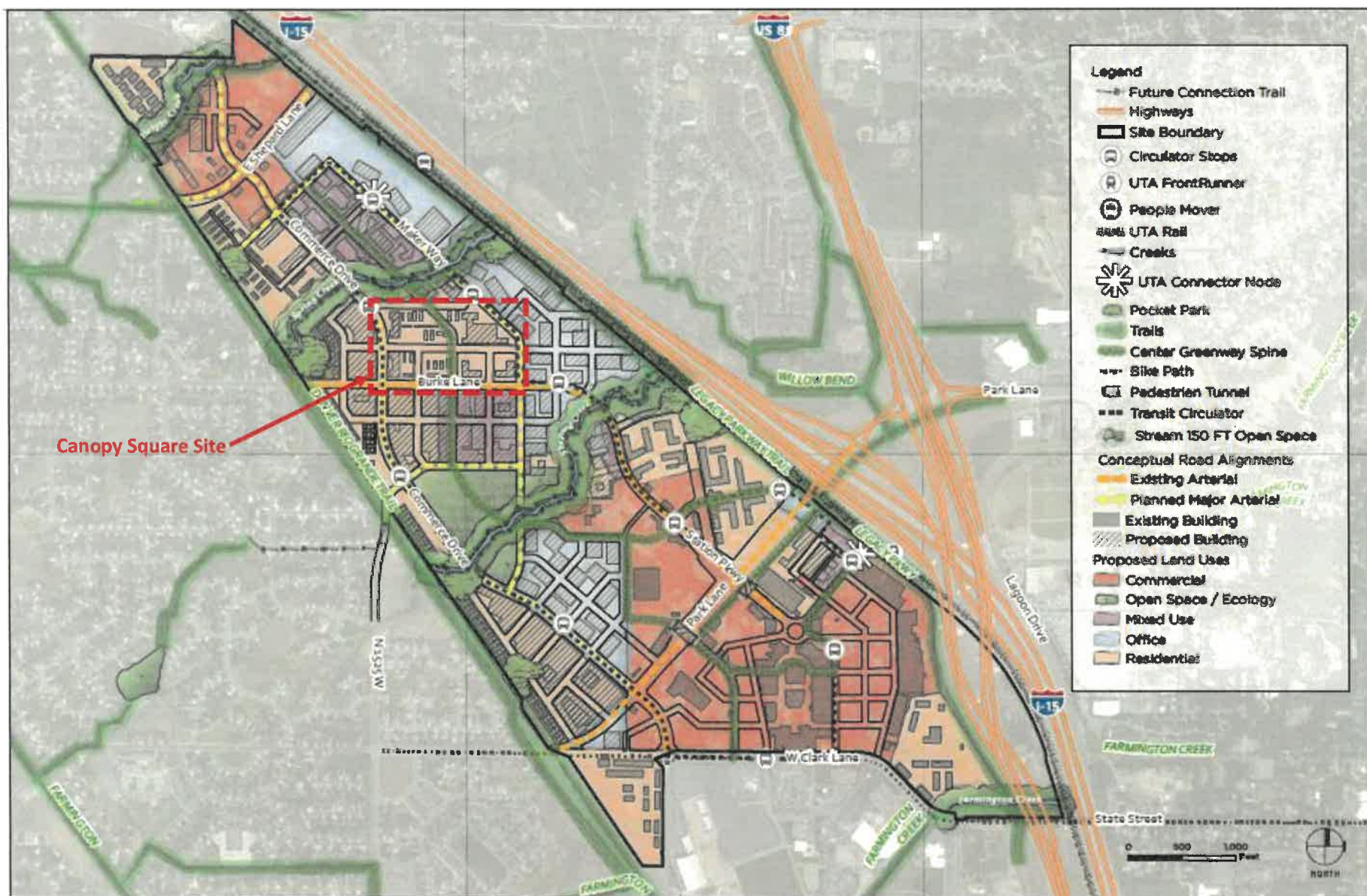
## VICINITY MAP

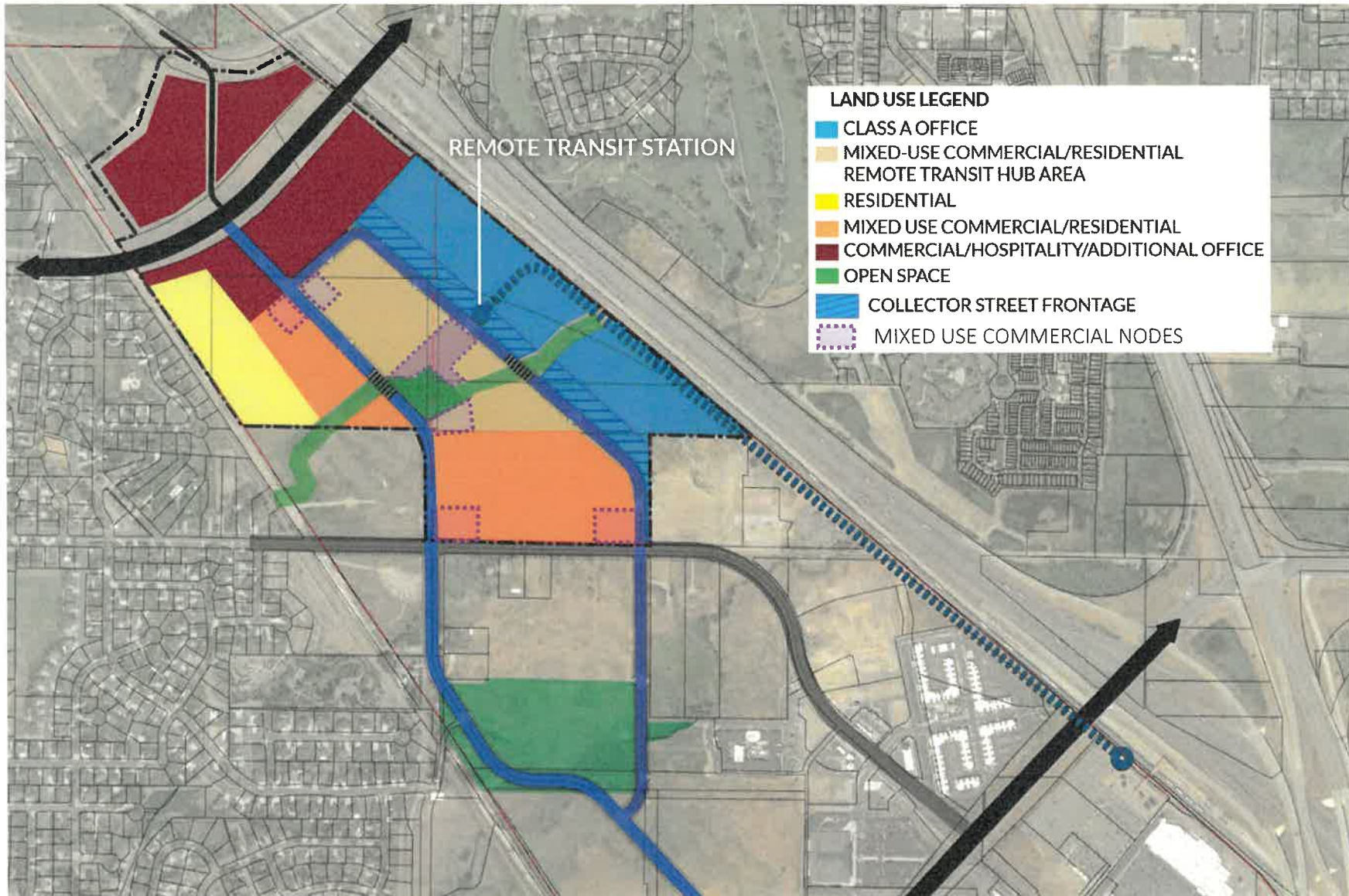
Canopy Square

FILE 00000001



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

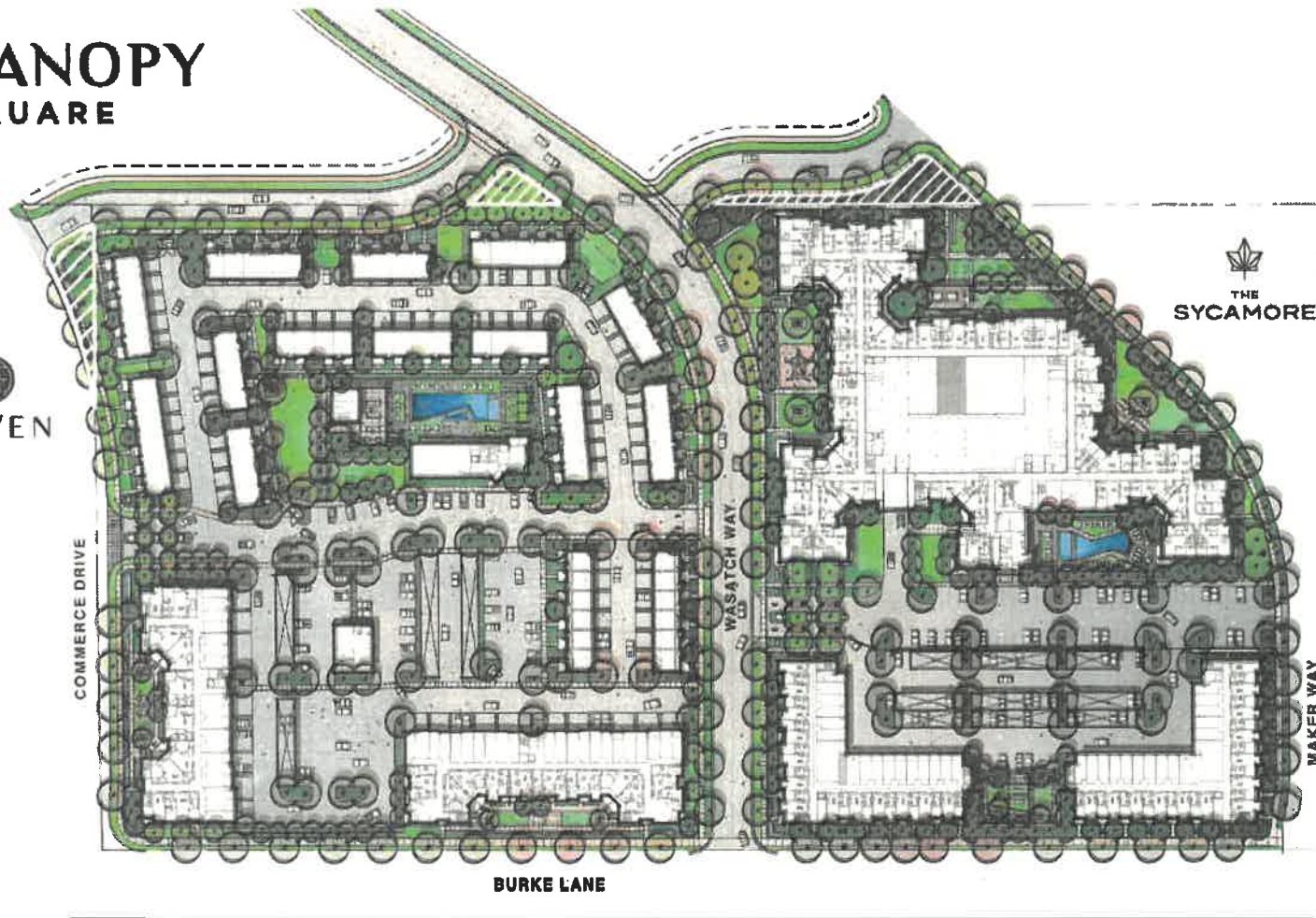




Previous Version Jan 20, 2022



HAVEN



## CONCEPT PLAN

Canopy Square Planning Commission Summary Table  
September 2022

| Summary                                                                           |                                                                                                                         | Remaining Issues? |     | Notes:                                                                                                                                              |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Tax Generation                                                                    | = Office<br>> Other types of Residential<br>< Retail                                                                    | No                |     | Not under the scope of the Planning Commission.                                                                                                     |
| Schools                                                                           | School District: Capacity not a problem                                                                                 | No                |     | Not under the scope of the Planning Commission.                                                                                                     |
| Public Services (Water, Fire, Police, City Services, Power/Gas/Electrical, Other) | All entities will serve, capacity not a problem                                                                         | No                |     | These issues are under the scope of the Planning Commission, but were previously vetted by the City’s development review committee (DRC).           |
| Traffic                                                                           | Planned/funded local street network can absorb traffic generated from project                                           | No                |     | Will be an issue if City does not obtain a detention basin and/or Commerce Dr. Right of Way                                                         |
| Commercial Mix                                                                    | Majority of Wasatch Property Residential; but 60/40 for entire 135.92 acres for the entire North Farmington Station PMP |                   | Yes | This or that: Follow macro North Farmington Station PMP and provide Commercial Nodes or allow ground floor commercial on Maker Way in lieu thereof? |
| Density/Massing *                                                                 |                                                                                                                         |                   |     | Regulating plan, and other standards, if different than the underlying zone may be approved (or not approved) as per Section 140.                   |
|                                                                                   | Commercial (Non-residential)—entitled                                                                                   |                   |     |                                                                                                                                                     |
|                                                                                   | Density                                                                                                                 |                   | ?   |                                                                                                                                                     |
|                                                                                   | Height                                                                                                                  | No                |     |                                                                                                                                                     |
|                                                                                   | Building placement (“build to”) distances                                                                               | No                |     |                                                                                                                                                     |
|                                                                                   | Bulk (footprint)                                                                                                        |                   | ?   |                                                                                                                                                     |
|                                                                                   | Regulating Plan                                                                                                         |                   | Yes | Regulating plan, and other standards, if different than the underlying zone may be approved (or not approved) as per Section 140.                   |
|                                                                                   | Residential—Entitled                                                                                                    |                   |     |                                                                                                                                                     |
|                                                                                   | Density                                                                                                                 | No                |     |                                                                                                                                                     |
|                                                                                   | Height                                                                                                                  | No                |     |                                                                                                                                                     |
|                                                                                   | Building placement (“build to”) distances                                                                               | No                |     |                                                                                                                                                     |
|                                                                                   | Bulk (footprint)                                                                                                        | No                |     |                                                                                                                                                     |
|                                                                                   | Regulating Plan                                                                                                         |                   | Yes |                                                                                                                                                     |
|                                                                                   |                                                                                                                         |                   |     |                                                                                                                                                     |

**A SUPPLEMENTAL**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**FARMINGTON 20**

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **WASATCH FARMINGTON HOLDINGS, LLC**, a Utah limited liability company, hereinafter referred to, collectively with its assignees, as “Developer.”

**RECITALS:**

A. City and Developer, and STACK Farmington Land LLC, on December 4, 2020, entered into a Development Agreement for North Farmington Station (the “Original Agreement”) which provided a general outline for the development of approximately 128 acres of land owned or controlled by Developer and STACK Farmington Land LLC.

B. Developer owns approximately 20 acres of land, (the “Property”), which Property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and which comprises a part of the 128 acres of property governed by the Original Agreement.

C. The Property is subject to the City’s laws, including without limitation, Section 11-18-140 of the City’s Zoning Ordinance, pursuant to which this Agreement may be utilized to commit the understanding of the parties relating to development of the property.

D. On \_\_\_\_\_, 2022, concurrent with the approval of this Agreement, the City approved a Project Master Plan (the “PMP”) for the Property in accordance with Chapter 18 of the City’s Zoning Ordinance. The approved PMP is attached hereto as Exhibit B and incorporated herein by reference. The purposes of the PMP include, among other things, the establishment of alternative development standards applicable to the respective areas of the Property, as set forth in the PMP.

E. The parties recognize that the development of the Property, and the Canopy Square project, may result in tangible benefits to the City through the stimulation of development in the area, including the development of amenities that may enhance the general welfare of citizens and property owners in the vicinity of the Property and is therefore willing to enter into this agreement subject to the terms and conditions set forth herein.

**AGREEMENT**

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

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

2. **Alternative Development Standards.** The uses of the Property and the respective areas of the Property designated for each such use shall be as set for the in the PMP. Specific development standards and processing shall be as follows:

a. The City agrees to process and consider an amendment to the regulating plan, including block size and block faces, to encompass the proposed PMP and anticipated Site Plans with minimal variation to accommodate for topography, provided open space and general street alignment and width. The parties acknowledge that proposed street widths are shown on the accompanying PMP. The parties agree to work together in good faith to make minor adjustments to the proposed site plans and elevations to assure that the regulating plan is appropriately amended and the Site is developed at reasonable potential.

b. A portion of the townhomes will front pedestrian walkways as shown on the PMP.

c. A portion of the townhomes will front the private roads as shown on the PMP.

d. Primary entrances to building shall be provided as shown on the PMP.

e. Building elevations shall be consistent with the provisions of the PMP. Elevations shall generally incorporate high quality materials and finishes as shown in the PMP.

f. Except as required in Chapter 32 of the City's Zoning Ordinance, there will be no on street or additional parking requirements for residents in addition to the driveways and garages associated with each townhome. Guest parking must be in close proximity to dwellings and modifications to guest parking may occur during the design development phase of each development plan review as set forth in Section 11-18-070 of the Farmington City Municipal Code and in consultation with the City.

g. Street layout will generally conform to the attached PMP. Exceptions to widths and/or layout may be made where adjustments are required by the City's Fire Marshall.

h. Side treatments for rights of way may deviate from the standard of the underlying zone as shown within the PMP in accordance with Section 11-18-040 E. of the Zoning Ordinance.

i. It is anticipated that the detailed uses of the Property and additional alternative development standards may be finalized with the approvals of final site plans and/or permits to be issued by the City and as part of the approval process of the further land use applications. To the extent such approvals require the approval of additional alternative development standards, such standards shall not be approved without a public hearing before the Planning Commission and City Council and final approval from the City Council.

3. **Affordable Housing.** Developer shall enter into an agreement with the City to set aside ten percent (10%) of the entire number of units proposed for the Project as deed-restricted affordable housing for low to moderate-income households.

4. **Assignment.** Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

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

To Developer: Wasatch Farmington Holdings, LLC  
Attn: ??  
620 South State Street  
Salt Lake City, UT 84111

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

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

7. **Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein. Use of the word “including” shall mean “including but not limited to”, “including without limitation”, or words of similar import.

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

9. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

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

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

12. **Term.** This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date until the date that is thirty (30) years after the City's completion of construction of the arterial and principal roads shown in the PMP, unless terminated earlier pursuant to Section 14 below.

13. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years of the date of this Agreement, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period, or responds within such time period with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City may terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

14. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

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

**"CITY"**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

**"DEVELOPER"**

**WASATCH FARMINGTON HOLDINGS, LLC**

By: \_\_\_\_\_

, Manager

### CITY ACKNOWLEDGMENT

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Brett Anderson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Brett Anderson acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

### DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH        )  
                                      :ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is a manager of **Wasatch Farmington Holdings, LLC**, and that the foregoing instrument was signed in behalf of said limited liability company by virtue of the authority granted to such manager under the operating agreement of said limited liability company, and he acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
Notary Public

### ATTACHED EXHIBITS:

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





**CANOPY**  
SQUARE



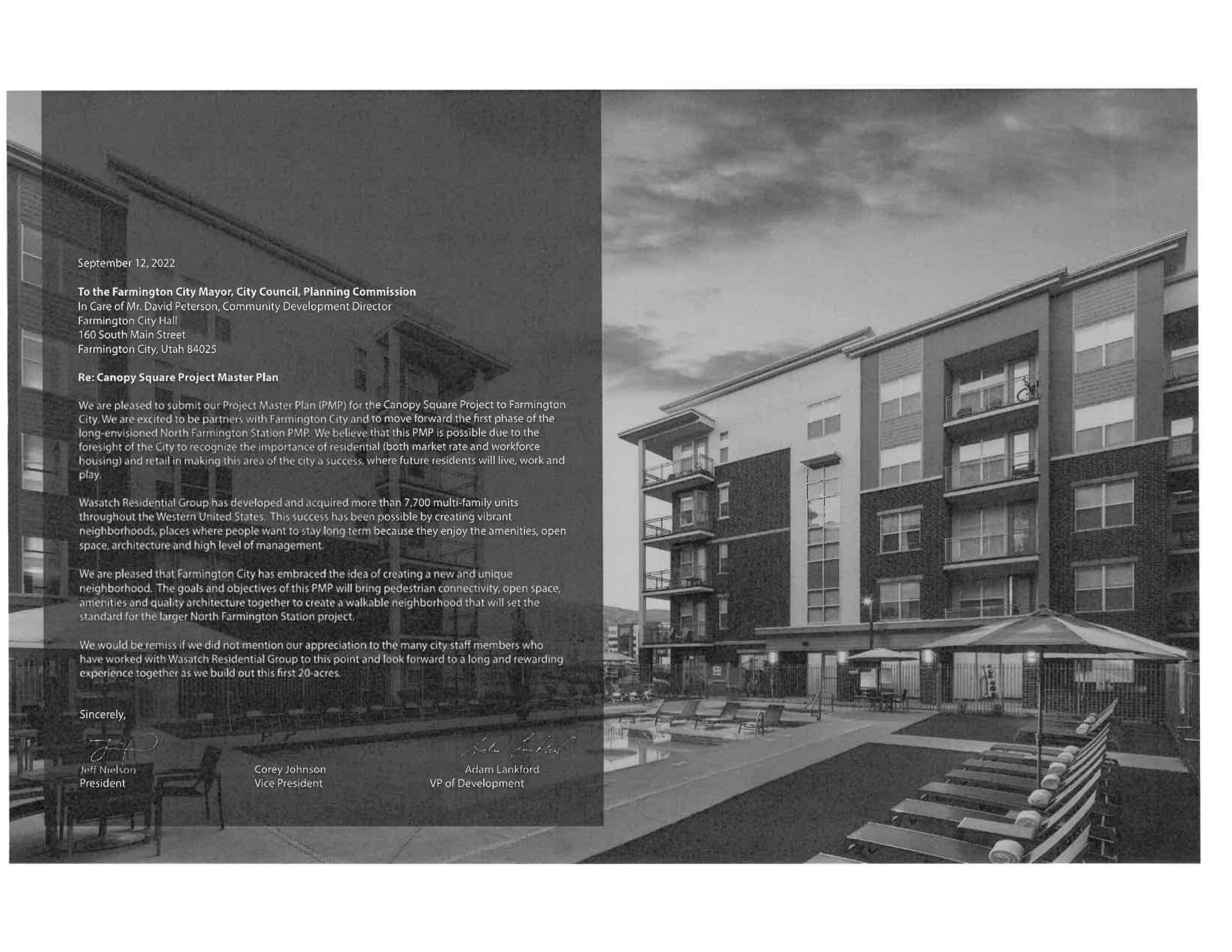
**HAVEN**



**THE**  
**SYCAMORE**



**WASATCH**  
RESIDENTIAL GROUP



September 12, 2022

**To the Farmington City Mayor, City Council, Planning Commission**

In Care of Mr. David Peterson, Community Development Director  
Farmington City Hall  
160 South Main Street  
Farmington City, Utah 84025

**Re: Canopy Square Project Master Plan**

We are pleased to submit our Project Master Plan (PMP) for the Canopy Square Project to Farmington City. We are excited to be partners with Farmington City and to move forward the first phase of the long-envisioned North Farmington Station PMP. We believe that this PMP is possible due to the foresight of the City to recognize the importance of residential (both market rate and workforce housing) and retail in making this area of the city a success, where future residents will live, work and play.

Wasatch Residential Group has developed and acquired more than 7,700 multi-family units throughout the Western United States. This success has been possible by creating vibrant neighborhoods, places where people want to stay long term because they enjoy the amenities, open space, architecture and high level of management.

We are pleased that Farmington City has embraced the idea of creating a new and unique neighborhood. The goals and objectives of this PMP will bring pedestrian connectivity, open space, amenities and quality architecture together to create a walkable neighborhood that will set the standard for the larger North Farmington Station project.

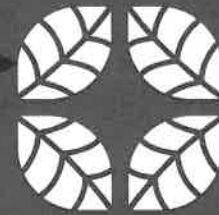
We would be remiss if we did not mention our appreciation to the many city staff members who have worked with Wasatch Residential Group to this point and look forward to a long and rewarding experience together as we build out this first 20-acres.

Sincerely,

  
Jeff Nielson  
President

Corey Johnson  
Vice President

  
Adam Lankford  
VP of Development



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# PROJECT MASTER PLAN NARRATIVE

01



The Mixed-Use Districts Zoning Ordinance (Farmington City Zoning Regulations Chapter 18) establishes development standards and guidelines that are enacted to provide and encourage a compatible mix of retail and residential uses, rather than a separation of uses, that is consistent with the objectives of the Farmington City General Plan.

Flexibility in design and a mix of residential product types is allowed to encourage a diversity of uses that can respond to market forces while being consistent with a design that promotes a pedestrian oriented pattern of development.

We agree with this and are supportive of the City's land use plan and the associated OMU Zoning.

# FARMINGTON CITY GENERAL LAND USE PLAN



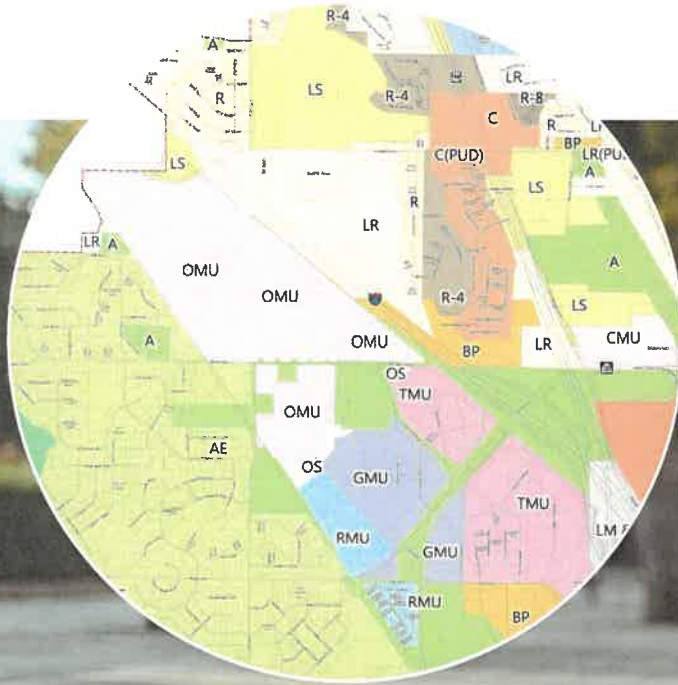
## FARMINGTON CITY CURRENT ZONING MAP

The current zoning of the property is OMU for the entirety of the Canopy Square project.

**This zoning allows for residential neighborhoods within the larger office mixed use district.**

### **INCORPORATION OF EXISTING STRUCTURES:**

The PMP area is essentially vacant and has been for a number of years.



#### DEVELOPMENT STANDARDS AT PMP EDGE:

The 20-acre PMP area extends from the future Commerce Drive on the West, future Maker Way on the east, the existing Burke Lane on the south and vacant land to the north. The uses proposed of this PMP are compatible with the proposed uses of the adjacent vacant properties.

**NORTH EDGE** The north boundary of the PMP area is defined by vacant land that will be residential/ mixed use in the future.

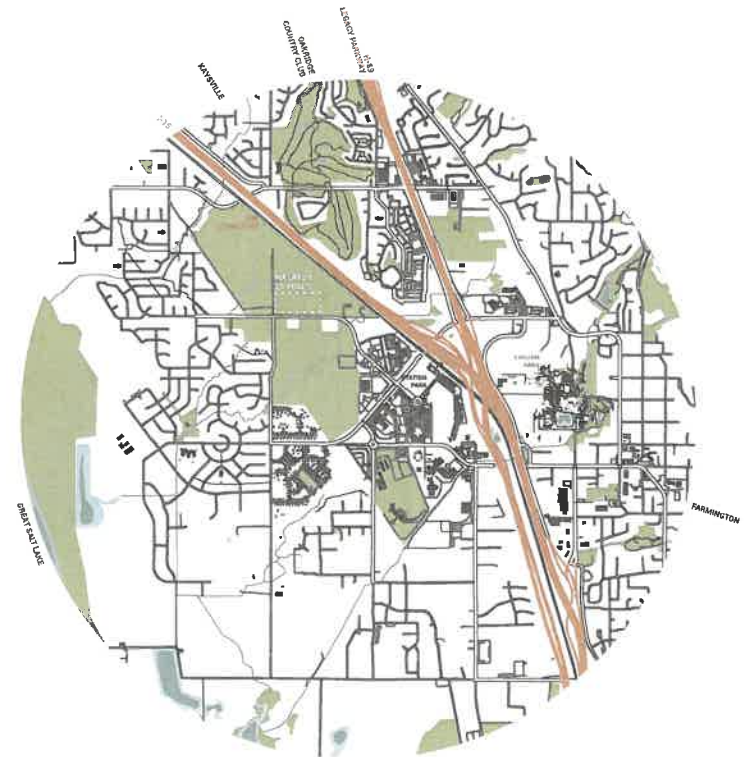
**EAST EDGE** The east boundary of the PMP is defined by Maker Way with Office directly east of that and the Red Barn Development.

**SOUTH EDGE** The south boundary of the PMP is defined by Burke Lane and future OMU zoning to the south of Burke Lane.

**WEST EDGE** The west boundary of the PMP is defined by the Commerce Drive and future OMU zoning west of Commerce Drive.



## CANOPY SQUARE SITE CONTEXT



## OBJECTIVES:

The Goals of this PMP is to align with the Vision and Purpose of Farmington City General Plan, zoning ordinance and the North Farmington Station PMP. The Objectives of this PMP are as follows:

### A. Create an exciting destination

- Provide high quality architecture
- Provide high end amenities
- Create a sense of arrival with entrance monuments and features

### B. Create a neighborhood with a diverse housing plan

- Provide quality townhomes to attract families to the area
- Provide high end units for young professionals
- Provide high end stacked flat units

### C. Create a neighborhood with an array of passive and active open space (with the following or similar amenities)

- Lawn area
- Pools
- BBQ areas and outdoor fire pits
- Courtyards and walkways
- A variety of tree and shrub species



CANOPY SQUARE

#### **D. Promote quality urban design**

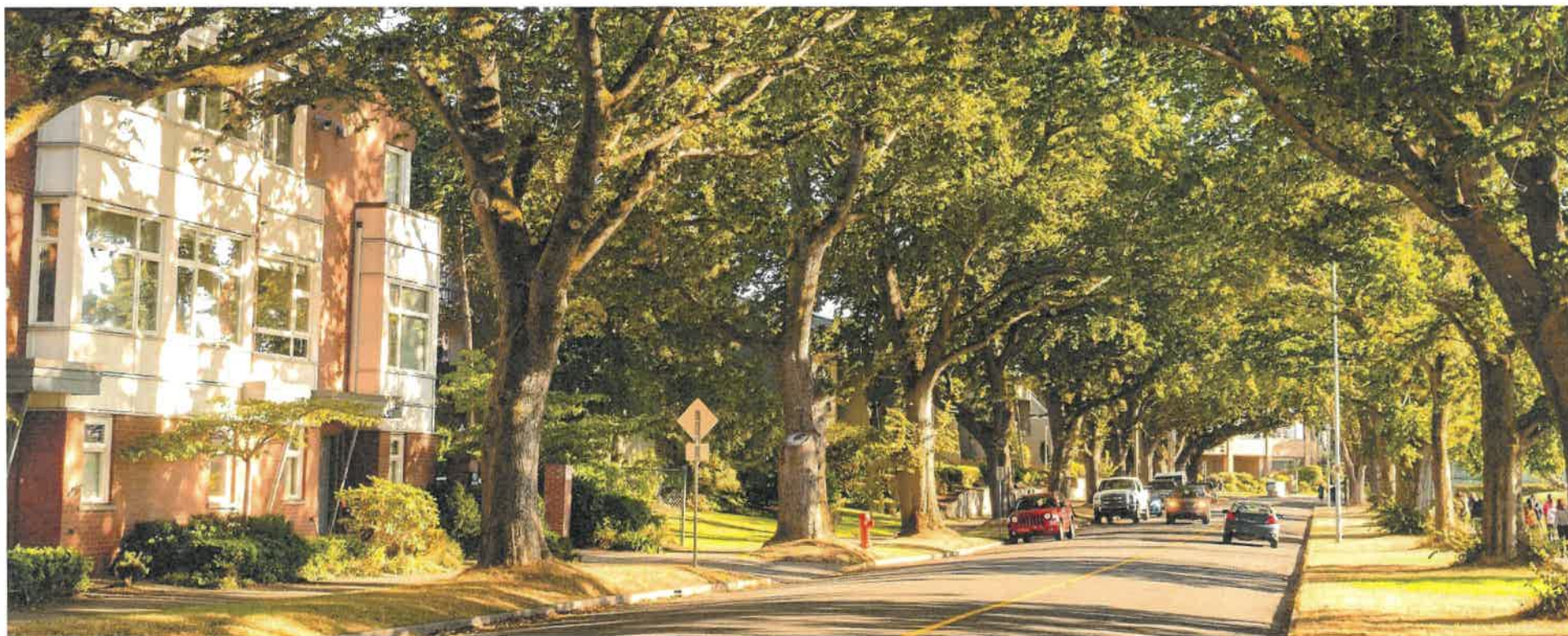
- Quality primary materials
- Strategic use of glazing
- Emphasize pedestrian entrances
- Use colors and materials that create a sense of place
- Enhance sides of buildings facing roads
- Flat buildings planes will not be allowed

#### **E. Connect the 20 acre site to the larger North Farmington Station PMP**

- Create a strong pedestrian connection to the Downtown Area along Spring Street
- Create pedestrian connections to future trail system

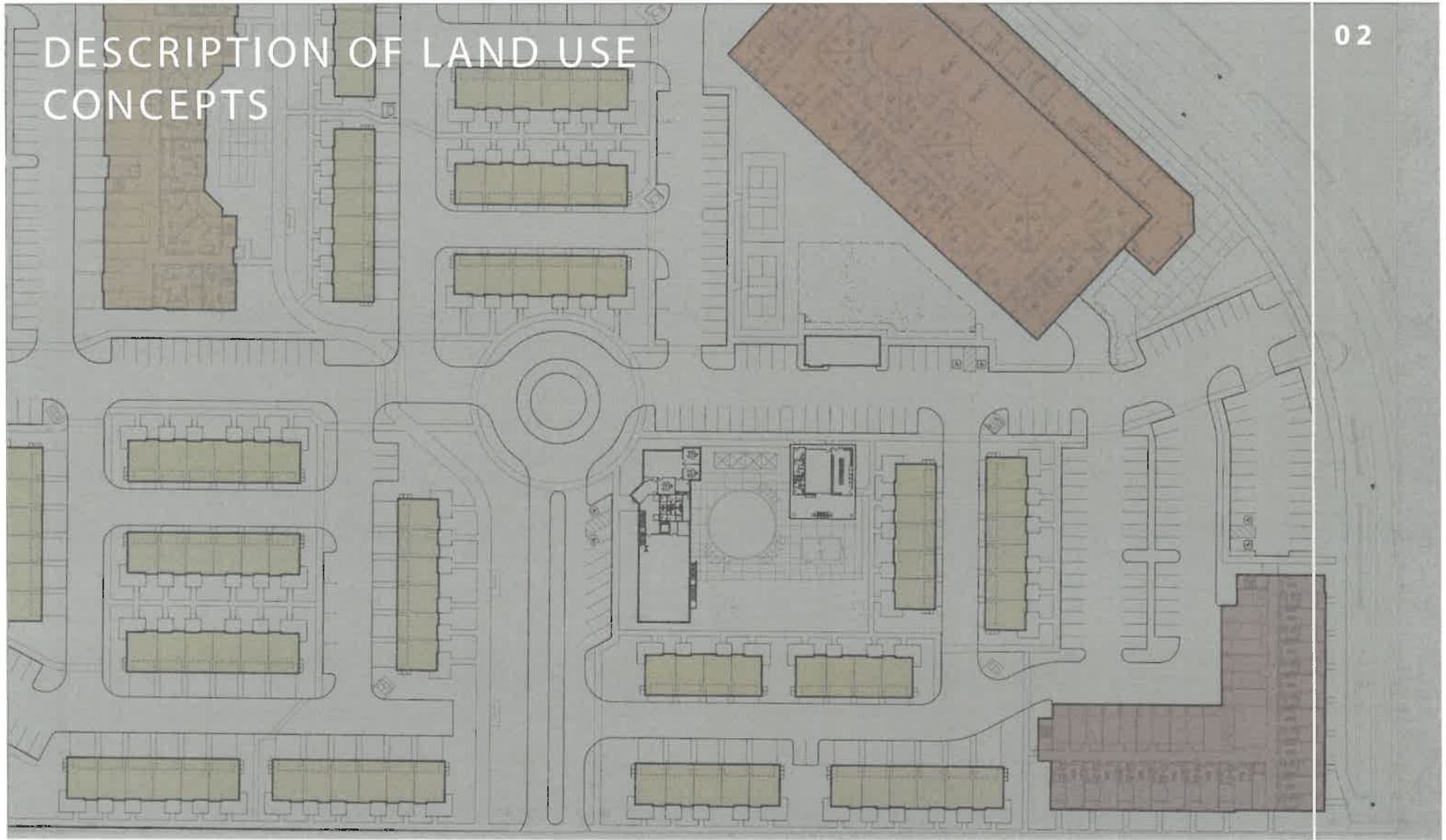
#### **F. Promote Farmington City's heritage**

- Use Sycamore trees to line residential streets
- Use Farmington rock material on entrance monuments and features where possible



# DESCRIPTION OF LAND USE CONCEPTS

02



## CANOPY SQUARE LAND USE AREAS



**MULTIFAMILY  
STACKED FLATS (BLDG A)**



**MULTIFAMILY  
TOWNHOME (BLDG 1 - 19)**



**MIXED USE  
PODIUM (BLDG C)**

RESIDENTIAL / RETAIL



**MULTIFAMILY  
STACKED FLATS (BLDG B)**



**OPEN SPACE  
PASSIVE**



**OPEN SPACE  
ACTIVE**

### DESCRIPTION OF LAND USE CONCEPTS:

The land uses included in this PMP are as follows:

Multifamily Stacked Flats A - 42,100 SF  
Multifamily Townhome - 78,890 SF  
Mixed Use Podium - 47,000 SF  
Multifamily Stacked Flats B - 43,400 SF  
Open Space Passive  
Open Space Active

### PARKING STRATEGY:

The City's Zoning Ordinance establishes the parking basis for Farmington City in Chapter 32. The minimum parking requirements for multifamily are 1.6 stalls per unit and .25 guest stalls per unit.

Parking provided within the 20-acres will include structured parking, surface parking, driveway parking, garage parking and on street (off site) parking. It is important to have the right amount of parking for the uses within this PMP. Proper planning should preclude both not enough parking as well as too much parking.

The City's Mixed-Use Ordinance Chapter 18 further defines the parking requirements for Transit Oriented Development, and minimizes the parking rate of Transit Oriented Development based on proximity to the Transit Station. With the inclusion of the proposed location of the Remote Transit Station onto the north of this site, the minimum parking rations may be reduced.

The Zoning Ordinance provided for reductions based on shared parking analysis that may be implemented in order to take advantage of complementary uses for further reduction. The fulfillment of this PMP will include a parking study and shared parking analysis if any further reduction to the required parking is to be implemented on a project specific basis. The actual parking that will be provided will be within these parameters as a minimum, with the caveat that the market and the needs of the particular user will drive the final number of stalls provided.



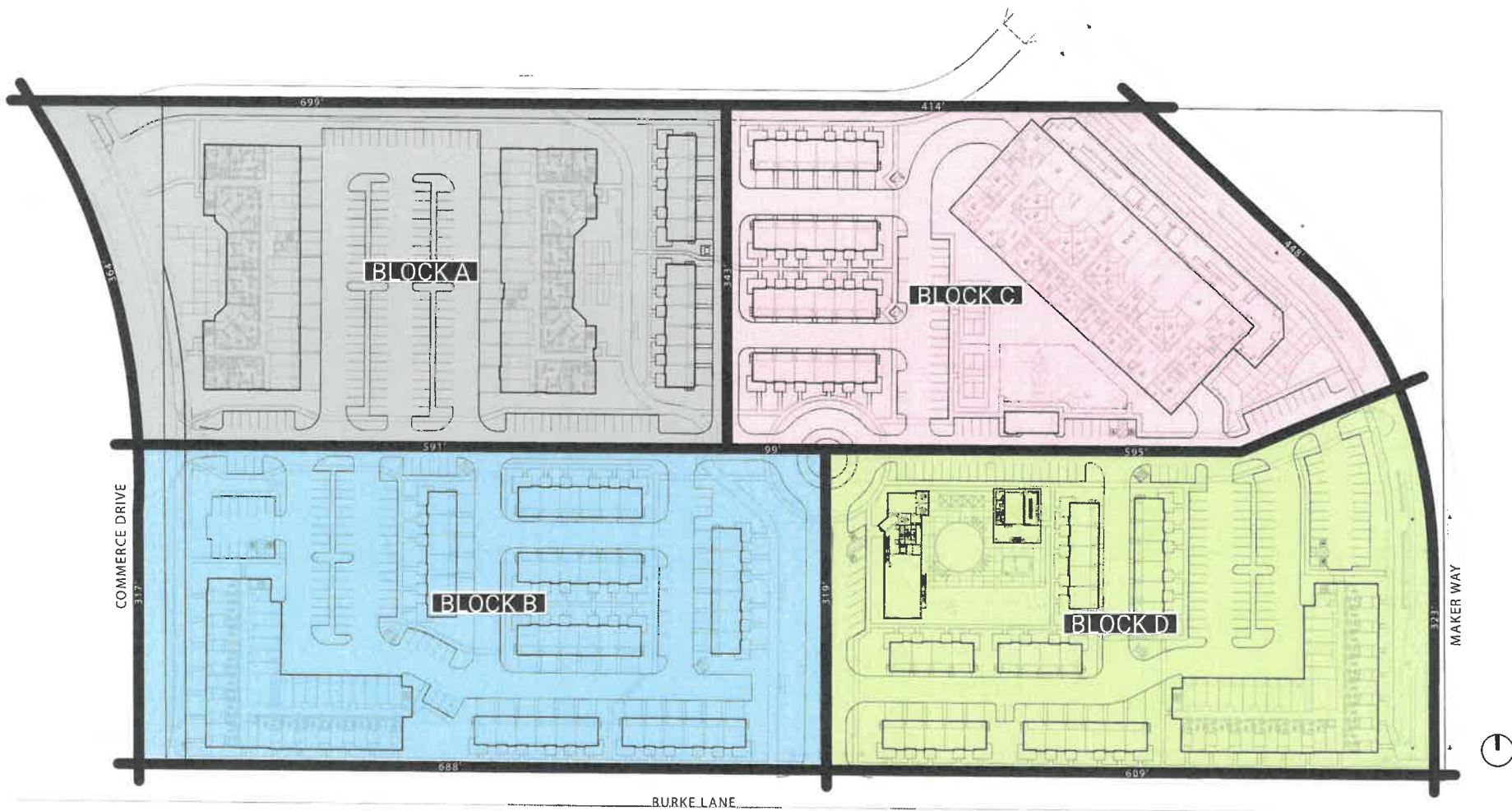
## CONCEPT PLAN



## CONCEPTUAL ARCHITECTURE



## CONCEPTUAL ARCHITECTURE



BLOCK EXHIBIT

# BUILDING FOOTPRINT AREAS:

BUILDING A (2): 21,050 SF EA. (58 UNITS)  
TOTAL: 42,100 SF (116 UNITS)

BUILDING B (2): 21,700 SF EA. (54 UNITS)  
TOTAL: 43,400 SF (108 UNITS)

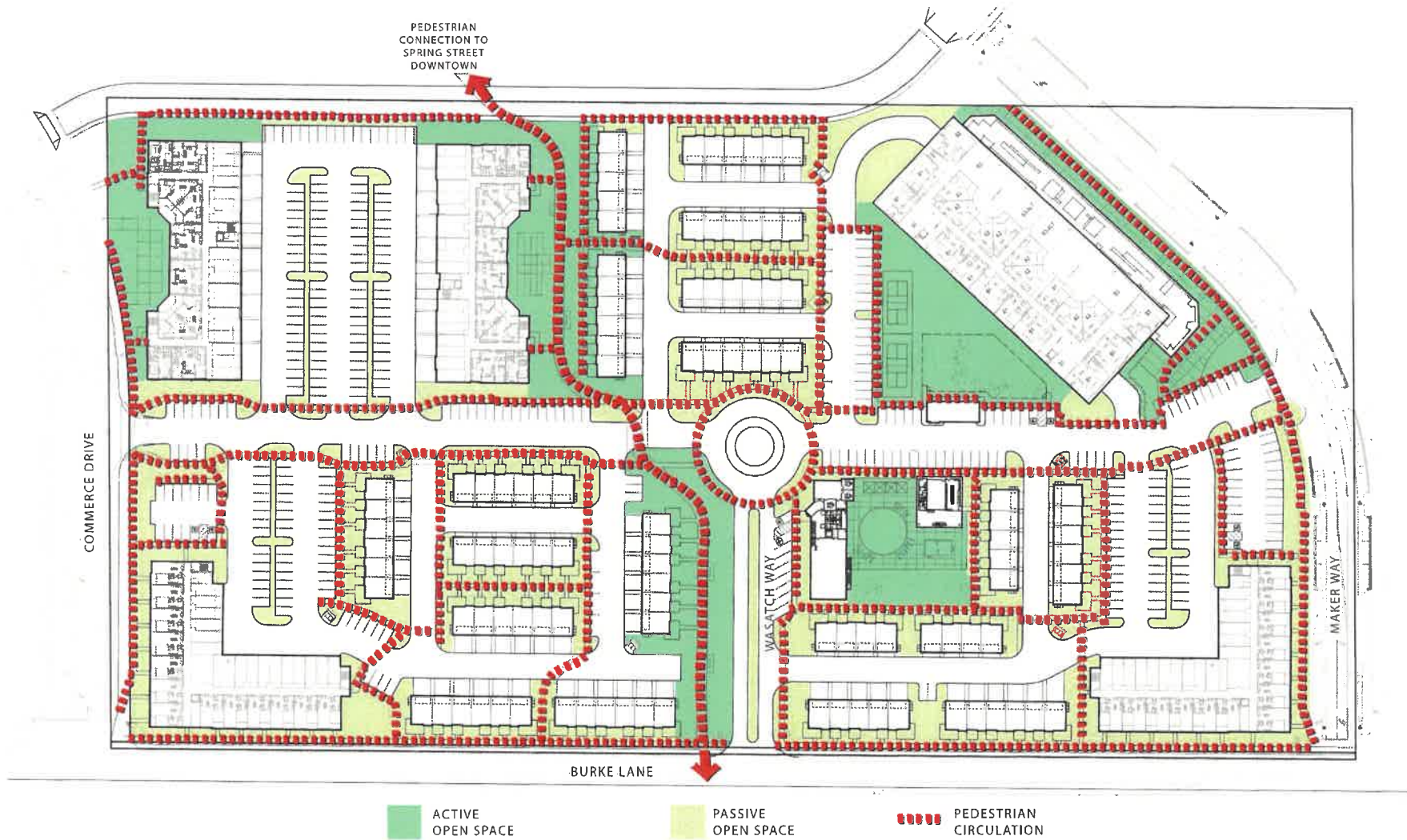
4-PLEX TH BLDG (2): 3,010 SF EA. (8 UNITS)  
5-PLEX TH BLDG (3): 3,710 SF EA. (15 UNITS)  
6-PLEX TH BLDG (14): 4,410 SF EA. (84 UNITS)  
TOTAL: 78,890 SF (107 UNITS)

3,010 SF EA. (8 UNITS)  
3,710 SF EA. (15 UNITS)  
4,410 SF EA. (84 UNITS)  
78,890 SF (107 UNITS)

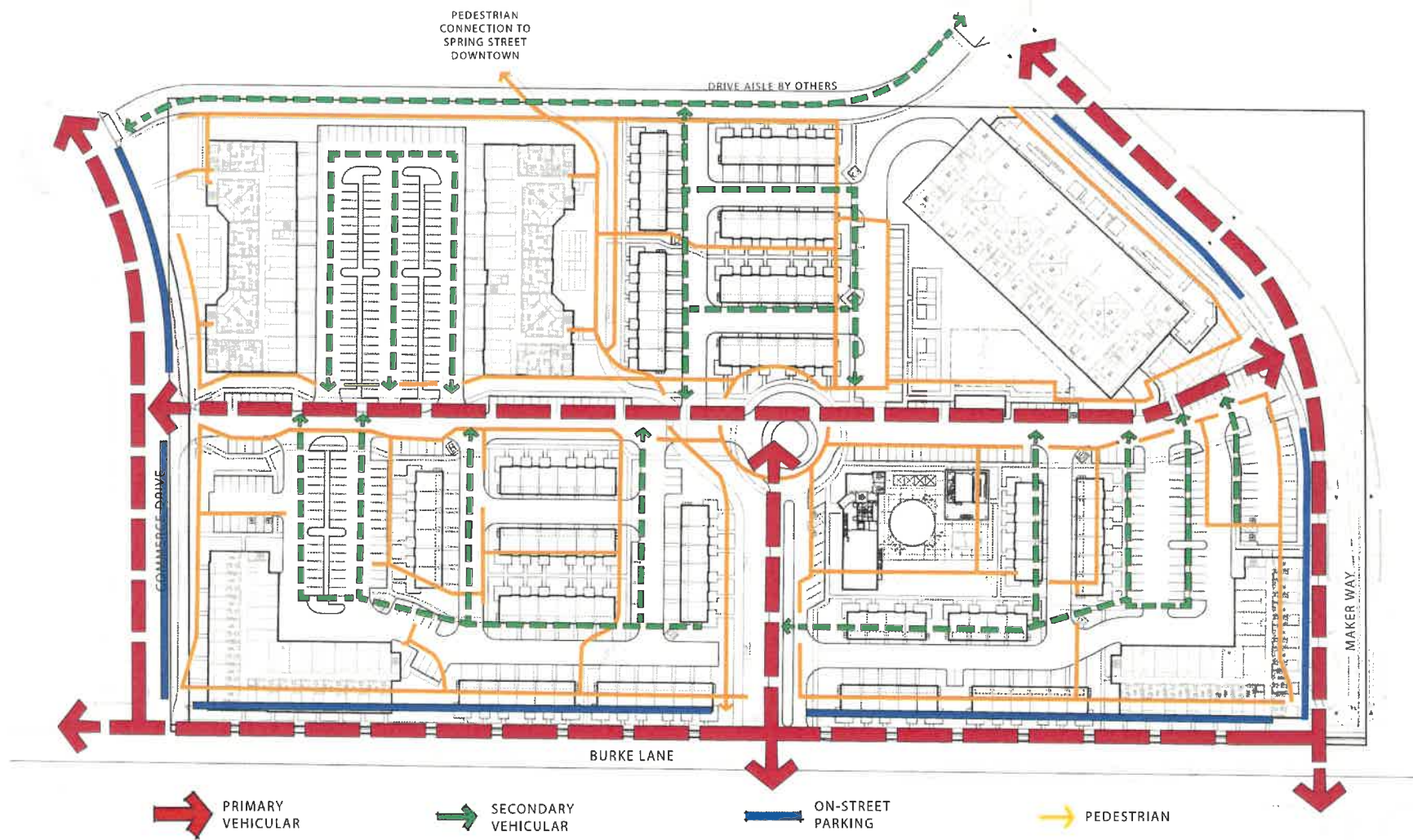
PODIUM BUILDING: 47,000 SF (130 UNITS)  
TOTAL BUILDING SF: 211,390 SF  
TOTAL UNIT COUNT: 461 UNITS



## CONCEPTUAL LAND USES



## ACTIVE / PASSIVE OPEN SPACE

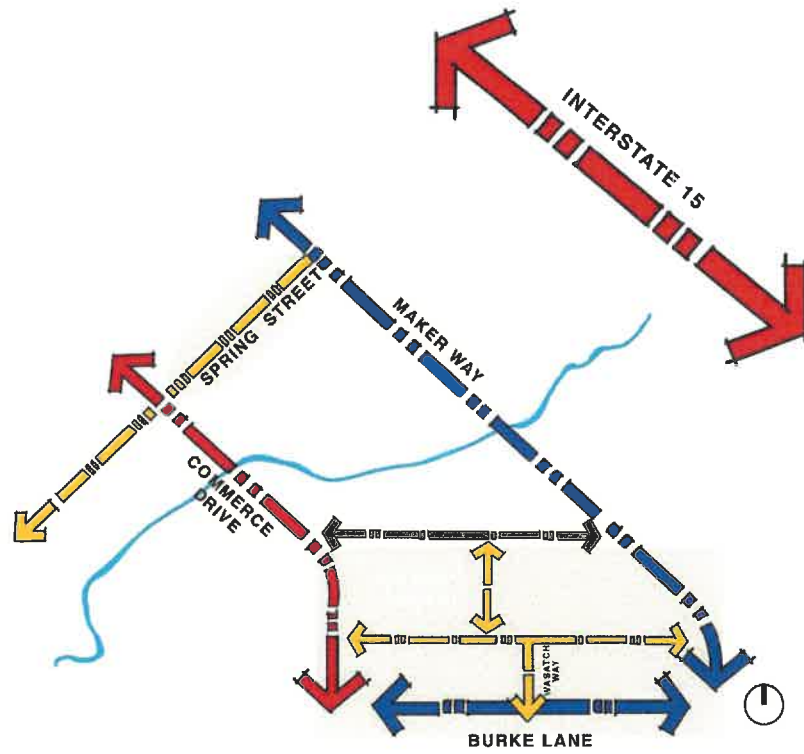


## CIRCULATION

# PRELIMINARY TRANSPORTATION ANALYSIS

03



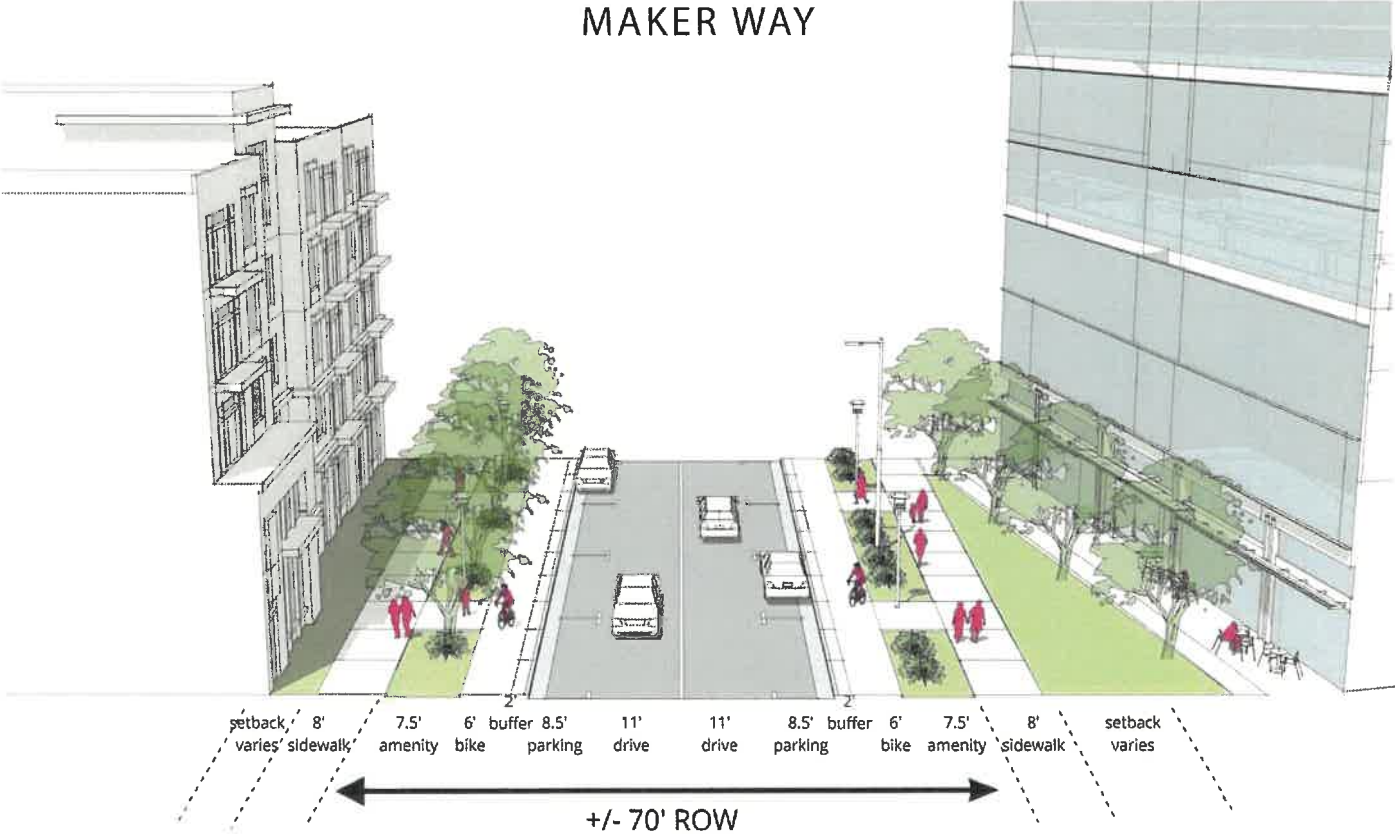


## ROADWAY NETWORK

## COMMERCE DRIVE



MAKER WAY



## BURKE LANE



# UTILITIES AND INFRASTRUCTURE

04

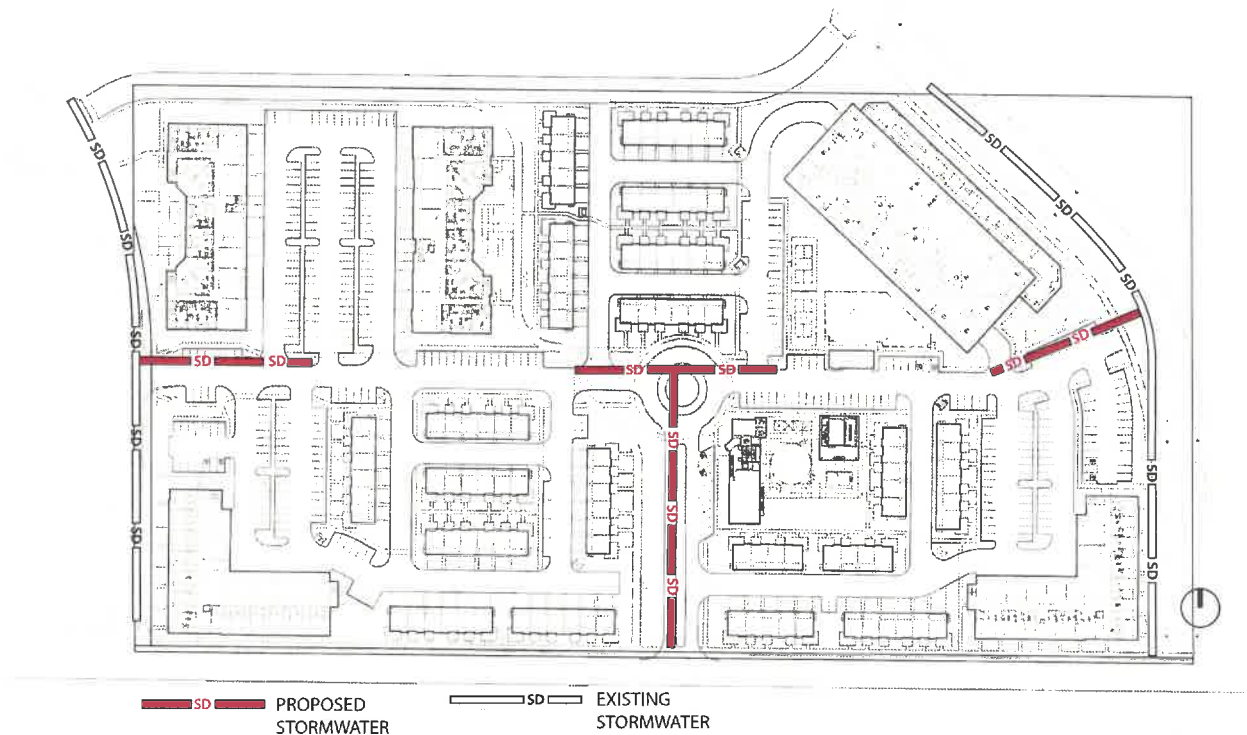


### UTILITIES AND INFRASTRUCTURE:

The following is a brief description of the existing and proposed infrastructure that will serve the Canopy Square development. Infrastructure will include: culinary water, secondary water, sanitary sewer, storm drain and utilities.

**DRY UTILITIES:** Dry utilities for the project are available in the area and are being coordinated with the various providers including Dominion Gas, Rocky Mountain Power, Utopia, Comcast and several others. Dominion Gas has a high-pressure line that exists in an easement along the rail/trail corridor. Other utilities are present to the south and will be extended to the project to provide service.

**STORM WATER:** Stormwater for the project will discharge directly into the city system and regional basin south of Burke Lane.



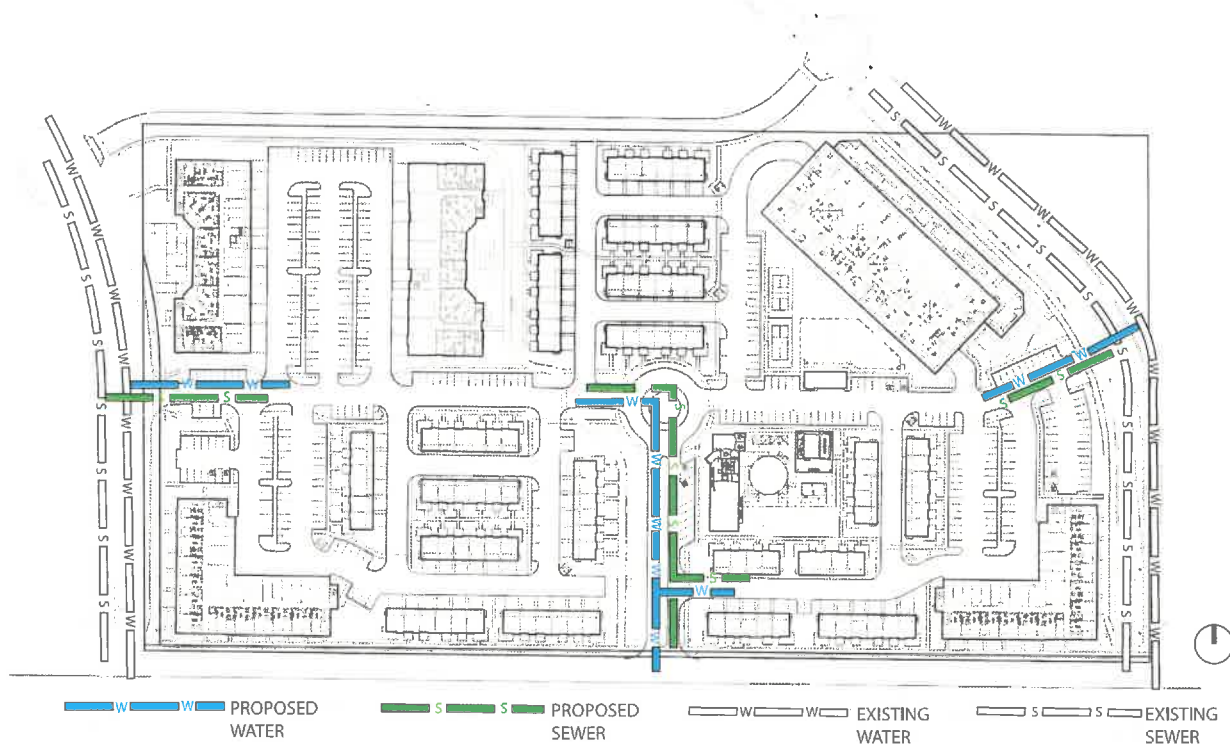
## STORMWATER PLAN

**SANITARY SEWER:** Sanitary sewer for the project will be provided by Central Davis Sewer District. The District currently has sewer lines located in both 1525 W and in Burke Lane. The existing line located in 1525 W is a 12-inch diameter PVC sewer that connects to the 30-inch line located in Burke Lane. Both of these lines are currently flowing at capacity and are restricted in accepting new sewer flows. The district plans to run a new collector line from the treatment facility to the edge of the rail/trail corridor at the new Shepard Lane ROW where it will terminate. It will be necessary to

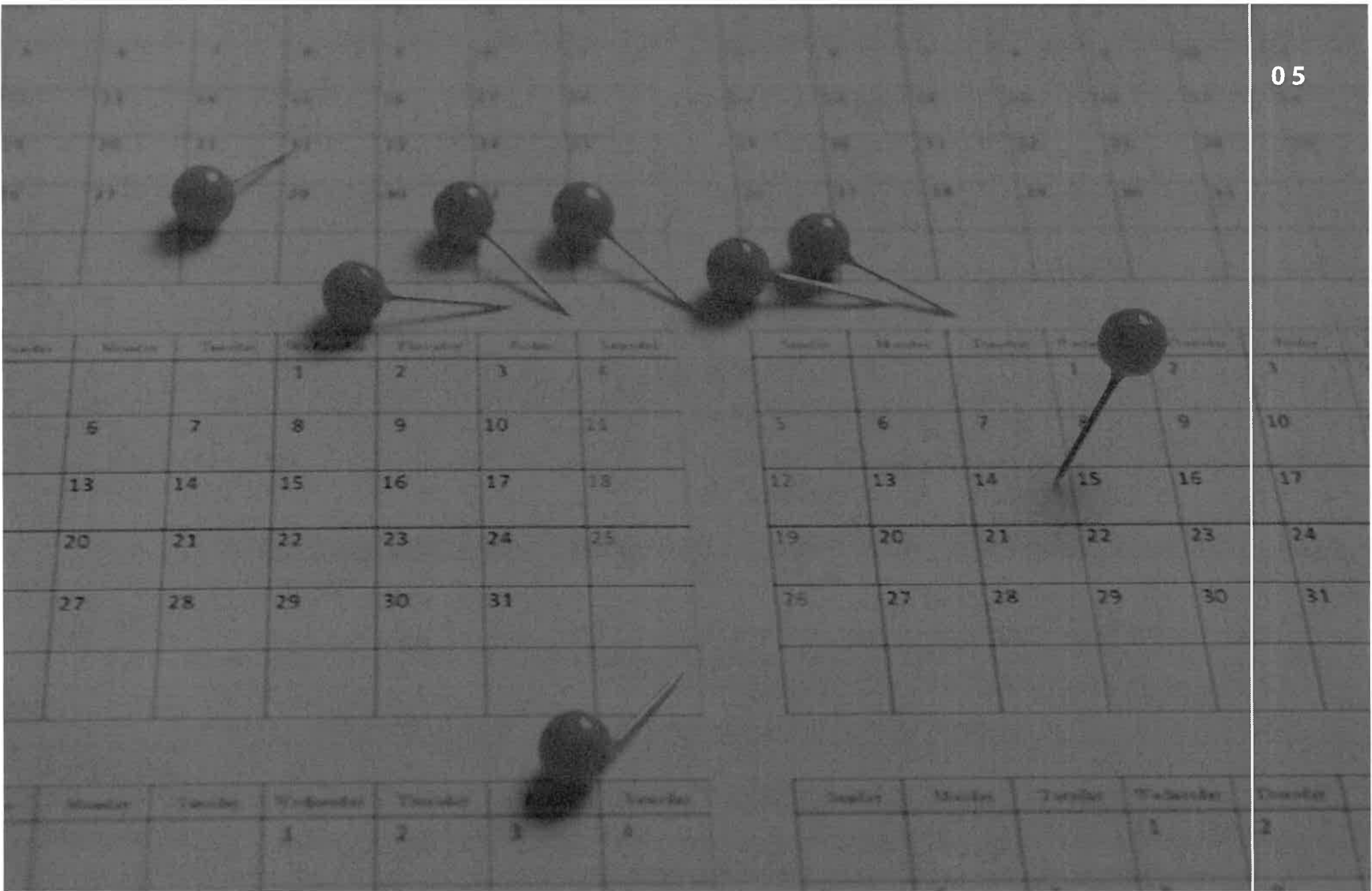
connect this new pipeline to the existing outfall at the North End of 1525 W in order to divert flows from the North part of Farmington City to the new collector to be constructed by Central Davis. Once the new connection is made and the outfall line is functional, capacity will be freed up in the existing sewer lines running through the project. The new development will route the bulk of the flow for the project down to the existing 30-inch line in Burke Lane.

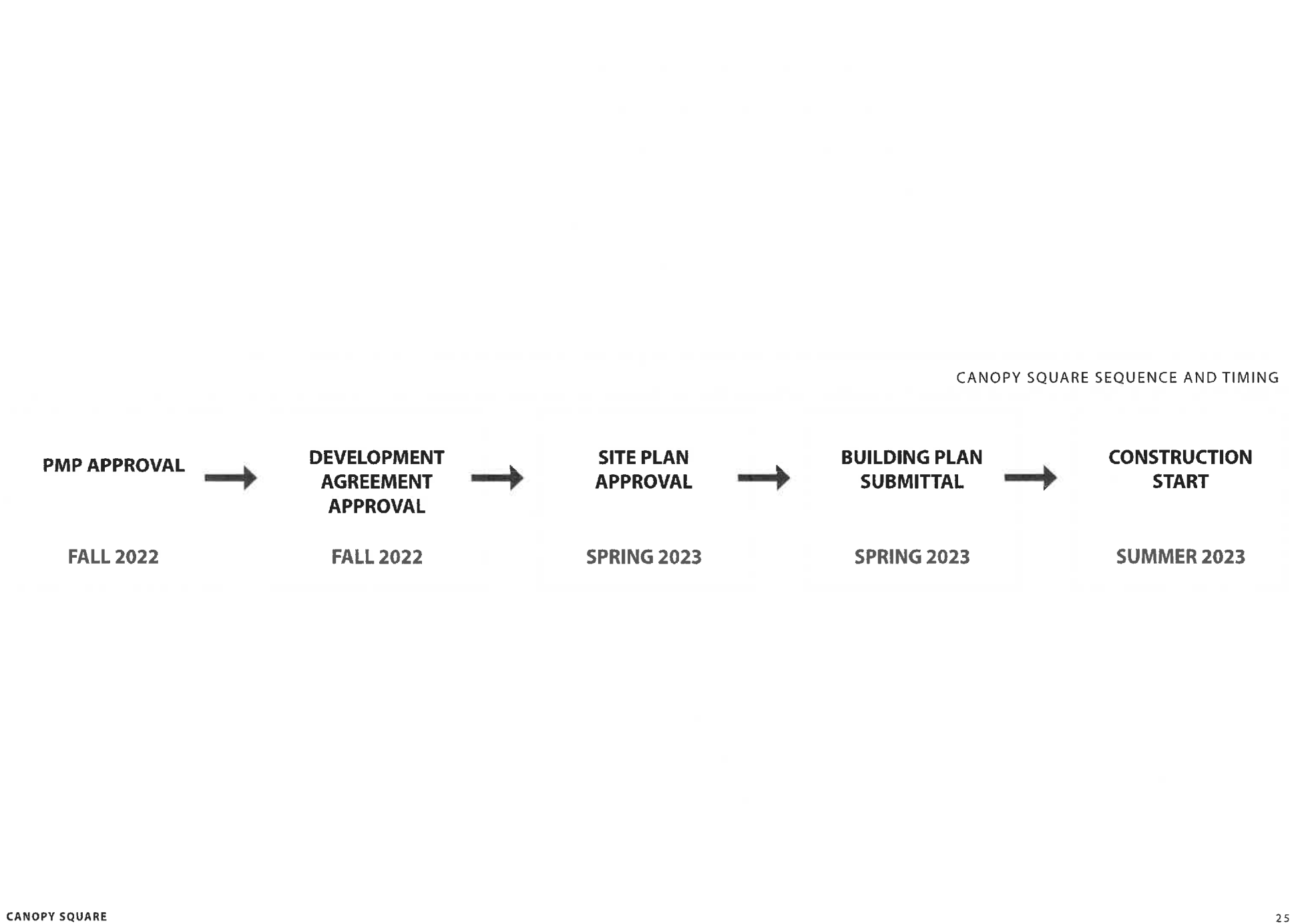
**CULINARY WATER:** Culinary water lines exist in both 1525 W St and Burke Lane and are controlled by Farmington City. The project will connect to both of these existing water lines and provide a new culinary water loop throughout the development to provide fire flow and domestic service to the proposed development (see overall utility map for water system map). The existing pipelines for this city are both 10 and 12 inch in diameter and should be ample to supply the proposed development for fire flow and for domestic service. A looped water system will be installed to provide redundancy for the development.

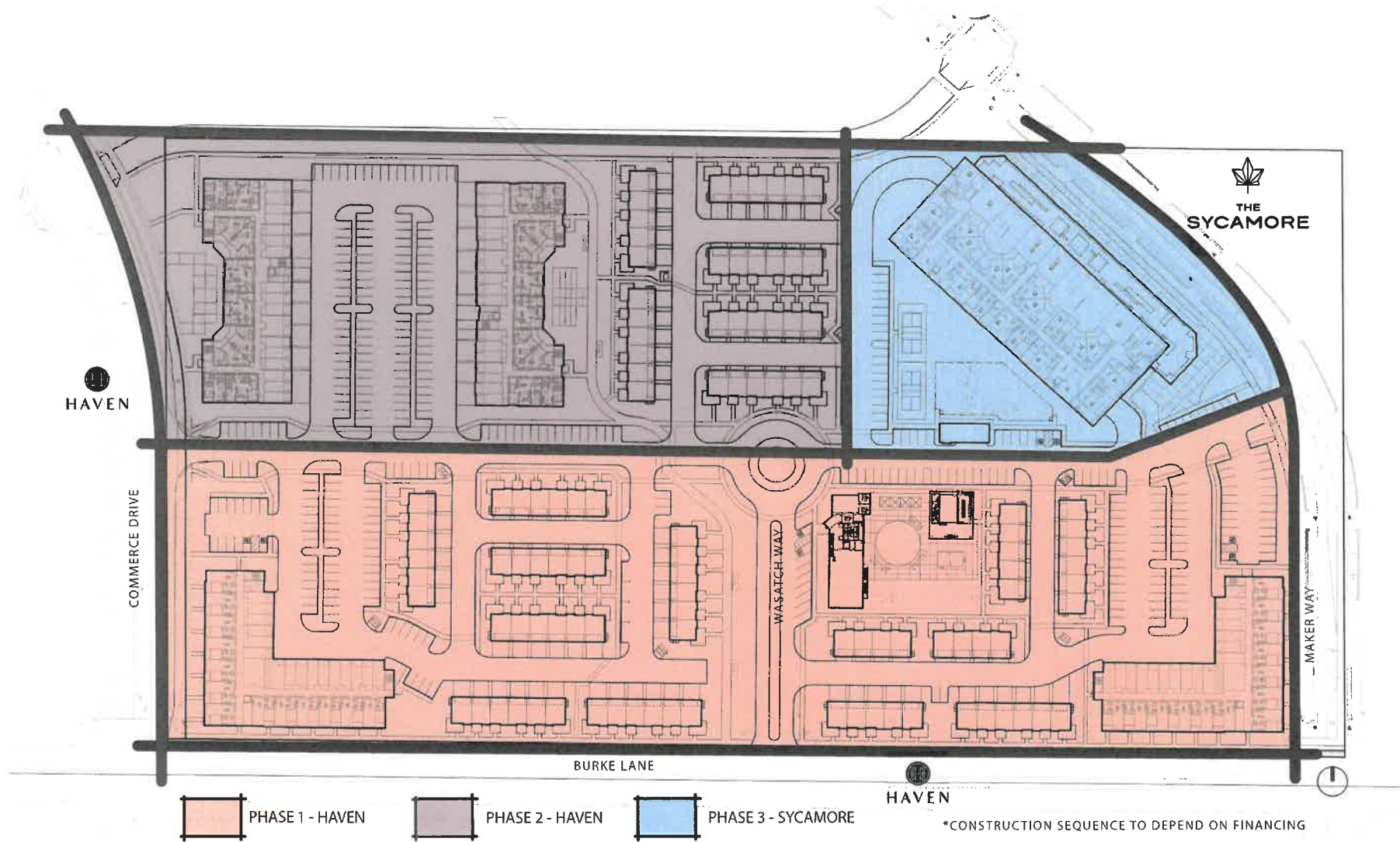
**SECONDARY WATER:** Irrigation water for the project will be provided by the Weber Basin Water Conservancy District through their existing line located on the East side of the property running from the South to the edge of the existing Creek. All parcels within a development will be required to use Weber Basin water for their irrigation needs. The development will connect to the existing Weber Basin line and provide a loop system throughout to provide the irrigation needs for the development.



## UTILITY PLAN







## CONSTRUCTION SEQUENCE EXHIBIT

# SECTION 140 PETITION

06



#### Alternative Approval Process; Development Agreements (Section 11-18-140) Petition

The Farmington City Zoning Ordinance makes provision for an Alternative Approval Process; Development Agreements (Section 11-18-140). This makes provision for refinements to Chapter 18 of the Zoning Ordinance in conjunction with a Development Agreement as outlined by Section 11-18-140:

"Consideration and Approval Of Development Agreement: The development agreement shall be considered at the same time as the PMP and following the same approval process described in section 11-18-080 of this chapter. The criteria for review of a PMP and development agreement application by the Planning Commission and City Council shall consist of the following criteria in lieu of the criteria set forth in subsection 11-18-080 of this chapter:

1. Consistency with the Farmington City General Plan;
2. Compliance with applicable City codes, rules, regulations and standards applicable to the proposed PMP, except that uses and development standards specifically included in the development agreement may be different from those contained in the Farmington City ordinances;
3. Consistency with any development standards determined by the City to be applicable to all development within the TOD Mixed Use Districts;
4. Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD Mixed Use Districts and be consistent with the objectives of section 11-18-050, "Uses", of this chapter; and
5. Establishment of circulation and transportation features sufficient to meet the requirements of section 11-18-040, "Regulating Plan", of this chapter, to coordinate with anticipated off site circulation and transportation features and to further any applicable community wide transportation objectives."





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CITY COUNCIL AGENDA

For Council Meeting:  
October 4, 2022

**PUBLIC HEARING:**            **Lifetime Fitness – Project Master Plan/Development Agreement, Schematic Subdivision Plan, and Schematic Site Plan.**

**GENERAL INFORMATION:**

See staff report prepared by Shannon Hansell, Planning and GIS Specialist

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting



# FARMINGTON CITY

**BRETT ANDERSON**  
MAYOR

**ROGER CHILD**  
**SCOTT ISAACSON**  
**MELISSA LAYTON**  
**ALEX LEEMAN**  
**AMY SHUMWAY**  
CITY COUNCIL

**SHANE PACE**  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning and GIS Specialist

Date: October 4, 2022

SUBJECT: **Lifetime Fitness – Project Master Plan/Development Agreement, Schematic Subdivision Plan, and Schematic Site Plan**

Property Owners: FSC Development/LTF Real Estate Co. Inc.

## RECOMMENDATION

Move that the City Council approve the Project Master Plan, Schematic Subdivision and Schematic Site Plan for Lifetime Fitness, but table a decision related to the development agreement, until a final draft for the agreement is ready. All subject to all applicable Farmington City development standards and ordinances, and all Development Review Committee (DRC) comments, with the conditions set forth in the DA.

### Findings:

1. The use is consistent with the overall development agreement wherein the specific use is eligible for consideration of flexibility through Section 11-18-140 and will be used for commercial purposes.
2. The use supports future office users and residential development in the area.
3. The project will host shared parking with the City's future park.
4. The use is complimentary to the park and to neighboring development, as well as the single-family neighborhoods near the project.

## BACKGROUND

This project proposes Lifetime Fitness. In addition to a gym, the project includes cafes, spas, outdoor and indoor pools. The property is part of the larger Farmington Station Center Project Master Plan and Development agreement, which requires that this property be used for office or commercial purposes as permitted in the OMU zoning district. Per precedent, each individual project in a greater PMP must also apply for a "sub"-PMP, that is project specific, to access Sec. 140 of Chapter 18. The section allows a project to deviate from standards in the underlying zone, such as massing, building siting, and use. While fitness clubs

are a permitted use in the Office Mixed Use zone, the nature of the Lifetime project may require such deviations as building siting and massing. The Council may or may not approve the deviations, depending on the project. Lifetime Fitness will supply parking for not only their users, but also a portion of parking shared with the City's 14-acre park directly southwest of the site.

The building itself is well over 20,000 sf, therefore Lifetime Fitness will return to Planning Commission for final approvals of site plan and final plat.

**Supplemental Information**

1. Table
2. Vicinity Map
3. Supplemental Development Agreement

PMP including:

4. Schematic Subdivision Plan
5. Schematic Site Plan
6. Site Plan with Details as outlined in DA

Respectfully Submitted



Shannon Hansell  
Planning and GIS Specialist

Concur

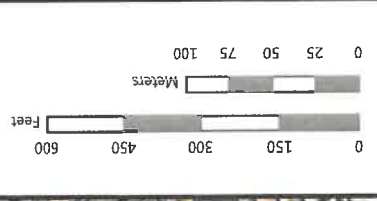
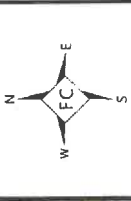


Brigham Mellor  
Interim City Manager

Planning Commission: Lifetime Fitness  
September 2022

| Summary                                                                                                                                                                                                                      |                                                                               | Remaining Issues? |  | Notes:                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tax Generation                                                                                                                                                                                                               | = Office<br>> Residential (depending on size of development)<br>= Retail      | No                |  | Not under the scope of the Planning Commission.                                                                                                                                                                                                                               |
| Schools                                                                                                                                                                                                                      | N/A                                                                           | N/A               |  | Not under the scope of the Planning Commission.                                                                                                                                                                                                                               |
| Public Services (Water, Fire, Police, City Services, Power/Gas/Electrical, Other)                                                                                                                                            | All entities will serve, capacity not a problem                               | No                |  | These issues are under the scope of the Planning Commission, but were previously vetted by the City’s development review committee (DRC).                                                                                                                                     |
| Traffic                                                                                                                                                                                                                      | Planned/funded local street network can absorb traffic generated from project | No                |  | Property will border Maker Way (Major Collector), 1400 West (Neighborhood)and 550 North (Neighborhood)                                                                                                                                                                        |
| Commercial Mix                                                                                                                                                                                                               | Part of the larger Farmington Station Center PMP                              | No                |  | 60/40 for Farmington Station Center PMP                                                                                                                                                                                                                                       |
| Density/Massing *                                                                                                                                                                                                            |                                                                               |                   |  | Bulk, regulating plan, and other standards (even height and building placement) if different than the underlying zone may be approved (or not approved) as per Section 140. Build-to distances are OK, but minimum required front in build-to range is less than requirement. |
|                                                                                                                                                                                                                              | Commercial (Non-residential)—entitled                                         |                   |  |                                                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                                              | Density                                                                       | N/A               |  |                                                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                                              | Height                                                                        | No                |  |                                                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                                              | Building placement (“build to”) distances                                     | Yes               |  |                                                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                                              | Bulk (footprint)                                                              | No                |  | Block size exceeds Regulating Plan block size of 264 feet. But there is an exception allowance for large footprint (>20,000 sf) buildings which are not retail or wholesale.                                                                                                  |
|                                                                                                                                                                                                                              | Regulating Plan                                                               | No                |  |                                                                                                                                                                                                                                                                               |
| Buffers                                                                                                                                                                                                                      | Commercial (Non-residential)—Entitled                                         | No                |  | Borders ~50 townhomes of the Sego Homes project. Separated by parking. Both are zoned mixed use. Buffers can be determined as per Section 140; however, buffers for commercial/non-residential uses are not required.                                                         |
|                                                                                                                                                                                                                              | Residential—Not Entitled                                                      | N/A               |  |                                                                                                                                                                                                                                                                               |
| * REGULATING PLAN NOTE: Adherence to the regulating plan may mitigate massing issues; however, developer is not following City regulating plan standards but seeking permission to deviate from the plan as per Section 140. |                                                                               |                   |  |                                                                                                                                                                                                                                                                               |

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



# VICINITY MAP

Parcel 08-060-0063



**A SUPPLEMENTAL  
DEVELOPMENT AGREEMENT  
FOR**

**LIFE TIME HEALTH CLUB/FITNESS CENTER**

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and LTF Real Estate Company, Inc., a Minnesota corporation~~Lifetime Fitness, a Utah Limited Liability Company~~, hereinafter referred to, collectively with its assignees, as “Developer.”

**RECITALS:**

A. Farmington City and the previous owner of the Property, on June 9, 2020, entered into a Development Agreement for Farmington Station Center (the “Original Agreement”) which provided a general outline for the development of approximately 29 acres of land owned or controlled by the previous owner of the Property and other parties.

B. Developer~~Lifetime Fitness~~ is the successor in interest to previous owner of the Property on approximately 9.0 acres of land, (the “Property”), which Property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and which comprises a part of the 29 acres of property governed by the Original Agreement.

C. The Property is subject to the City’s laws, including without limitation, Section 11-18-140 of the City’s Zoning Ordinance, pursuant to which this Agreement may be utilized to commit the understanding of the parties relating to development of the property.

D. On \_\_\_\_\_, 2022, concurrent with the approval of this Agreement, the City approved a Project Master Plan (the “PMP”) for the Property in accordance with Chapter 18 of the City’s Zoning Ordinance. The approved PMP is attached hereto as Exhibit B and incorporated herein by reference. The purposes of the PMP include, among other things, the establishment of uses and minimum building heights applicable to the respective areas of the property, as set forth in the PMP.

E. The parties recognize that the development of the property, and the North Farmington Station Project, may result in tangible benefits to the City through the stimulation of development in the area, including the development of amenities that may enhance the general welfare of citizens and property owners in the vicinity of the Property and is therefore willing to enter into this agreement subject to the terms and conditions set forth herein.

**A SUPPLEMENTAL  
DEVELOPMENT AGREEMENT  
FOR**

**LIFE TIME HEALTH CLUB FITNESS CENTER**

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## AGREEMENT

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

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

2. **Uses of the Property.** The uses of the Property and the respective areas of the Property designated for each such use shall be as set for the in the PMP. Specific development standards and processing shall be as follows:

a. Notwithstanding provisions of the City's Zoning Ordinance, and as specifically permitted pursuant to Section 11-18-140 of the Farmington City Municipal Code, residential uses will not be allowed on the Property strictly as shown on the PMP.

b. The fitness center/health clubgym shall be at least 890,000 sq. ft. in size.

c. The siting of the building and overall site development plan shall be consistent with the provisions of the PMP.

d. Building elevations shall be consistent with the provisions of the PMP. Elevations shall generally incorporate high quality materials and finishes as shown in the PMP.

e. The block size for the fitness center / health clubgym may deviate from block size requirements found in the City's Regulating Plan in Section 11-18-040 as shown in the attached PMP.

f. In accordance with a prior agreement between FSC Development (the property owner at the time of this agreement), the parking area shown in the PMP shall be used as a shared parking area with approximately 184 stalls made available for the general public.

3. **Assignment.** Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

4. **Maker Way and Utilities.** The City agrees that on or before July 31, 2023, the City shall complete the construction of Maker Way along the eastern boundary of the Property and shall complete installation of all utilities within the Maker Way right of way pursuant to the road and utility plans attached hereto as Exhibit C.

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

Office

To Developer:

LTF Real Estate Company, Inc.~~Lifetime Corporate~~

Attn: Kari L. Broyles~~Jean Rettman~~

2900 Corporate Place

Chanhassen, MN 55317

To the City:

Farmington City

Attn: City Manager

160 South Main Street

Farmington, Utah 84025-0160

**5.6. Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Property, including any related conditions. To the extent of any conflict between this Agreement and the Original Agreement, the terms and provisions of this Agreement shall control.

**6.7. Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein. Use of the word “including” shall mean “including but not limited to”, “including without limitation”, or words of similar import.

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

**8.9. No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

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

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

**11.12. Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities on the Property within five (5) years of the date of this Agreement, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such

event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period, or responds within such time period with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City (as its sole and exclusive remedy) may terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

12.13. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

13.14. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

[Signature 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 hereinabove written.

**“CITY”**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

**“DEVELOPER”**

LTF Real Estate Company, Inc. ~~NAME~~

By: \_\_\_\_\_

Title:

Development Manager

### CITY ACKNOWLEDGMENT

STATE OF UTAH                    )  
                                          :SS.  
COUNTY OF DAVIS            )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me Brett Anderson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Brett Anderson acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

### DEVELOPER ACKNOWLEDGMENT

STATE OF ~~MINNESOTA~~UTAH    )  
                                          :SS.  
COUNTY OF ~~\_\_\_\_\_~~DAVIS    )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she is \_\_\_\_\_ a ~~manager~~ of ~~LTF Real Estate Company, Inc.~~Lifetime Fitness LLC, and that the foregoing instrument was signed in behalf of said ~~corporation~~limited liability company by virtue of the authority granted to such \_\_\_\_\_~~manager~~ under the ~~governing documents~~operating agreement of said ~~corporation~~limited liability company, and he/she acknowledged to me that said ~~corporation~~limited liability company executed the same.

\_\_\_\_\_  
Notary Public

### ATTACHED EXHIBITS:

EXHIBIT "A" – LEGAL DESCRIPTION OF THE PROPERTY  
EXHIBIT "B" – PMP (PROJECT MASTER PLAN)  
EXHIBIT "C" – ROAD AND UTILITY PLANS FOR MAKER WAY

## EXHIBIT 'A'

### LEGAL DESCRIPTION OF THE PROPERTY

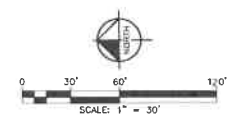
PARCEL ID: 08-060-0063

~~BEG AT A PT WH IS 155.1 FT, M/L, N OF THE S LINE OF LOT 8, BLK 27, BC PLAT & N 0°20'03" W 515.1 FT, M/L, TO A PT 670.21 FT N 0°20'03" W ALG THE 1/4 SEC LINE & E 173.59 FT, SD PT BEING ON A SW COR OF PPTY CONV IN SWD RECORDED 07/14/2022 AS E# 3487692 BK 8050 PG 331-332 & N 36°28'51" W 39.02 FT & NW'LY 484.98 FT ALG THE ARC OF A 761.00 FT RADIUS CURVE TO THE RIGHT (CHORD BEARS N 18°13'26" W 476.81 FT) & N 00°22'09" E, A DIST 306.64 FT TO THE S LINE OF A ROAD & S 89°38'13" E 333.32 FT ALG THE S LINE OF SD ROAD & S 0°21'47" W 275.00 FT & S 89°38'13" E 320.0 FT FR THE SW 1/4 OF SE 1/4 SEC 14 T3N R1W, SLB&M; & RUN TH N 0°21'47" E 275.0 FT TO THE S LINE OF A ROAD; TH S 89°38'13" E 573.6 FT, M/L, ALG THE S LINE OF SD ROAD TO A W LINE OF PPTY CONV IN WARRANTY DEED RECORDED 12/12/2018 AS E# 3133650 BK 7158 PG 917 & MORE CORRECTLY DESC IN AFFIDAVIT RECORDED 12/27/2019 AS E# 3214421 BK 7417 PG 496 AS PARCEL 2; TH ALG SD LINE S 00°00'18" W 676.91 FT, M/L, TO A PT ON THE N'LY LINE OF PPTY CONV IN QC DEED RECORDED 05/16/2022 AS E# 3477142 BK 8010 PG 675; TH THE FOLLOWING FOUR COURSES ALG SD LINE: SW'LY ALG THE ARC OF A 30.00 FT RADIUS CURVE TO THE RIGHT 25.41 FT (LC BEARS S 65°49'24" W 24.66 FT), S 89°54'31" W, A DIST OF 541.36 FT, N 00°21'47" E 370.96 FT, & N'LY 43.44 FT ALG THE ARC OF A 250.00 FT RADIUS CURVE TO THE LEFT (CHORD BEARS N 04°36'52" W 43.38 FT); TH S 89°38'13" W 9.24 FT TO THE POB. SUBJECT TO A DESC R/W. (ROTATION TO NAD83 0°20'19" CLOCKWISE) CONT. 8.93 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)~~

[TO BE INSERTED WHEN LEGAL DESCRIPTION IS FINALIZED]

GENERAL NOTES

1. THE SITE IS LOCATED IN THE SOUTH-EAST QUADRANT OF 1526 W. AND BURKE LANE, FARMINGTON, DAVIS COUNTY, UTAH.
2. THE SITE IS A 2.8 ACRE PARCEL.
3. THE PROPOSED DEVELOPMENT IS A 108,000 S.F. ATHLETIC CLUB.
4. THE PROPOSED DEVELOPMENT IS A 108,000 S.F. ATHLETIC CLUB.
5. THE PROPOSED DEVELOPMENT IS A 108,000 S.F. ATHLETIC CLUB.
6. THE PROPOSED DEVELOPMENT IS A 108,000 S.F. ATHLETIC CLUB.
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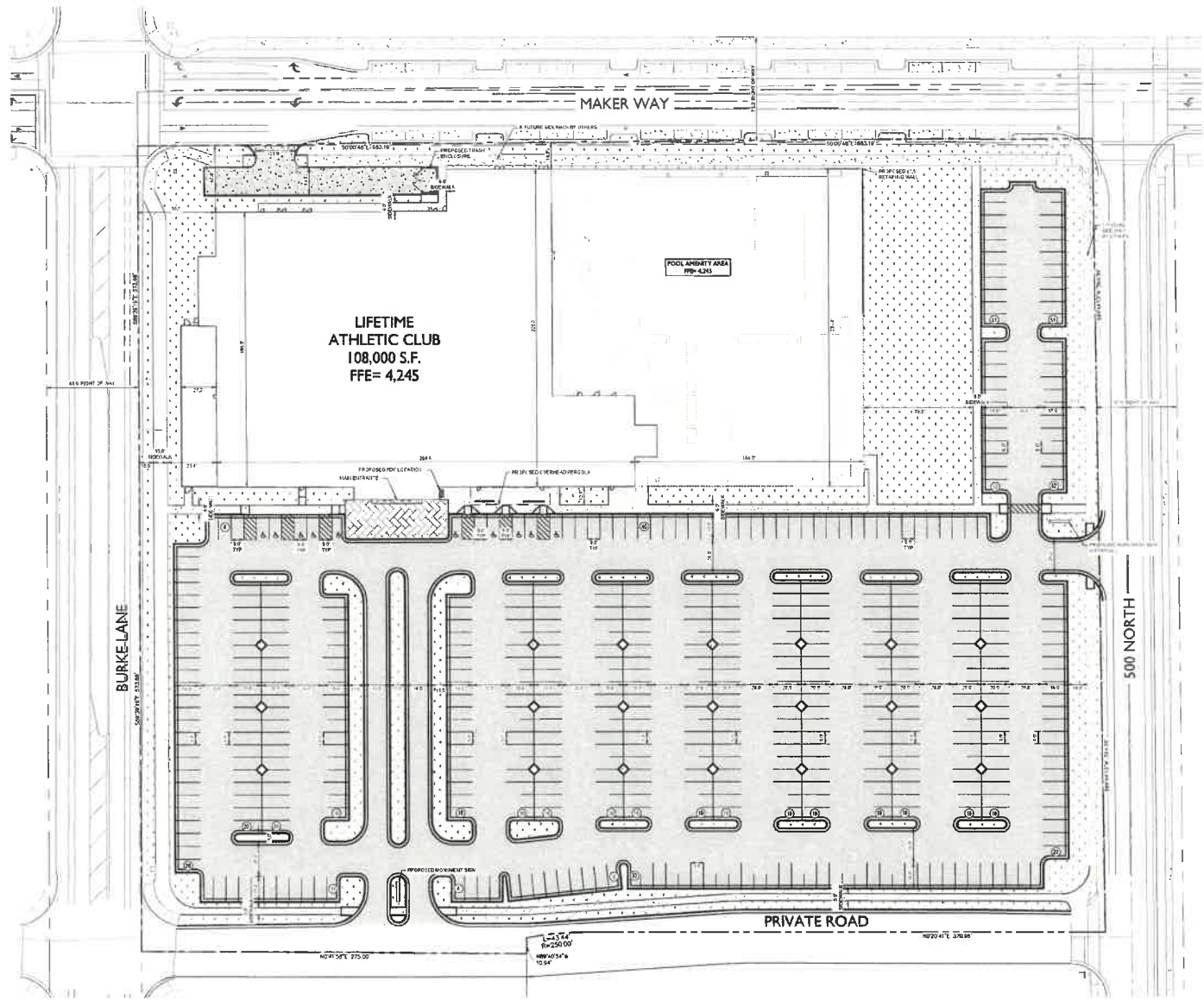


LEGEND

- PROPOSED PROPERTY LINE
- EXISTING CURB LINE
- PROPOSED CURB LINE
- PROPOSED 18" x 24" CONCRETE PAVEMENT
- PROPOSED 18" x 24" CONCRETE PAVEMENT
- PROPOSED 18" x 24" CONCRETE PAVEMENT
- PROPOSED 18" x 24" CONCRETE PAVEMENT
- PROPOSED 18" x 24" CONCRETE PAVEMENT
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- PROPOSED 18" x 24" CONCRETE PAVEMENT

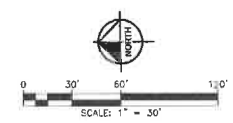
SITE DATA

|                                    |                                                                                                                         |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| SITE LOCATION                      | SOUTHEAST QUADRANT OF 1526 W. AND BURKE LANE, FARMINGTON, DAVIS COUNTY, UTAH                                            |
| TOTAL SITE AREA                    | 2.8 ACRES                                                                                                               |
| BUILDING AREA                      | 108,000 S.F. (39%)                                                                                                      |
| PARKING                            | 175,000 S.F. (61%)                                                                                                      |
| OUTDOOR AMENITY AREA               | 48,000 S.F. (17%)                                                                                                       |
| LANDSCAPE                          | 18,000 S.F. (6%)                                                                                                        |
| EXISTING ZONING                    | OFFICE MIXED USE (OMU)                                                                                                  |
| PROPOSED USE                       | UNDEVELOPED                                                                                                             |
| PROPOSED ZONING                    | FITNESS AND RECREATION FACILITY (FURF)                                                                                  |
| BUILDING HEIGHT                    | 3-STORY (3-STORY MAX ALLOWED)                                                                                           |
| BUILDING SETBACKS                  | MIN: 0' MAX: 30'                                                                                                        |
| FRONT (BUILT-TO-RANGE)             | LOCAL ROAD: 0' COLLECTOR ROAD: 0'                                                                                       |
| SIDE                               | LOCAL ROAD: 0' COLLECTOR ROAD: 0'                                                                                       |
| REAR                               | LOCAL ROAD: 0' COLLECTOR ROAD: 0'                                                                                       |
| PARKING REQUIREMENTS               | DETERMINED BY PLANNING COMMISSION                                                                                       |
| OFF STREET PARKING STALLS PROVIDED | 503 STALLS                                                                                                              |
| ADA PARKING STALLS PROVIDED        | 11 STALLS (2% OF TOTAL STALLS)                                                                                          |
| PARKING DIMENSIONS                 | 10 FEET X 18 FEET 24 FOOT DRIVE AISLES                                                                                  |
| ROAD CLASSIFICATION                | BURKE LANE IS A PRINCIPAL ROAD (MAJOR COLLECTOR)<br>- 10 PARK STRIP<br>- 10 SIDEWALK<br>- FRONT BUILT-TO-RANGE: 0 - 30' |



# GENERAL NOTES

1. CONTRACTOR TO VERIFY EXISTING IMPROVEMENTS AND RECORD THEM ON THE PLAN.
2. CONTRACTOR TO VERIFY EXISTING IMPROVEMENTS AND RECORD THEM ON THE PLAN.
3. ALL EXISTING STRUCTURES AND UTILITIES SHALL BE REMOVED OR RECONSTRUCTED TO MEET THE REQUIREMENTS OF THE PROJECT. ALL UTILITIES SHALL BE RECONSTRUCTED TO MEET THE REQUIREMENTS OF THE PROJECT.
4. ALL EXISTING UTILITIES SHALL BE RECONSTRUCTED TO MEET THE REQUIREMENTS OF THE PROJECT.
5. ALL EXISTING UTILITIES SHALL BE RECONSTRUCTED TO MEET THE REQUIREMENTS OF THE PROJECT.
6. ALL EXISTING UTILITIES SHALL BE RECONSTRUCTED TO MEET THE REQUIREMENTS OF THE PROJECT.

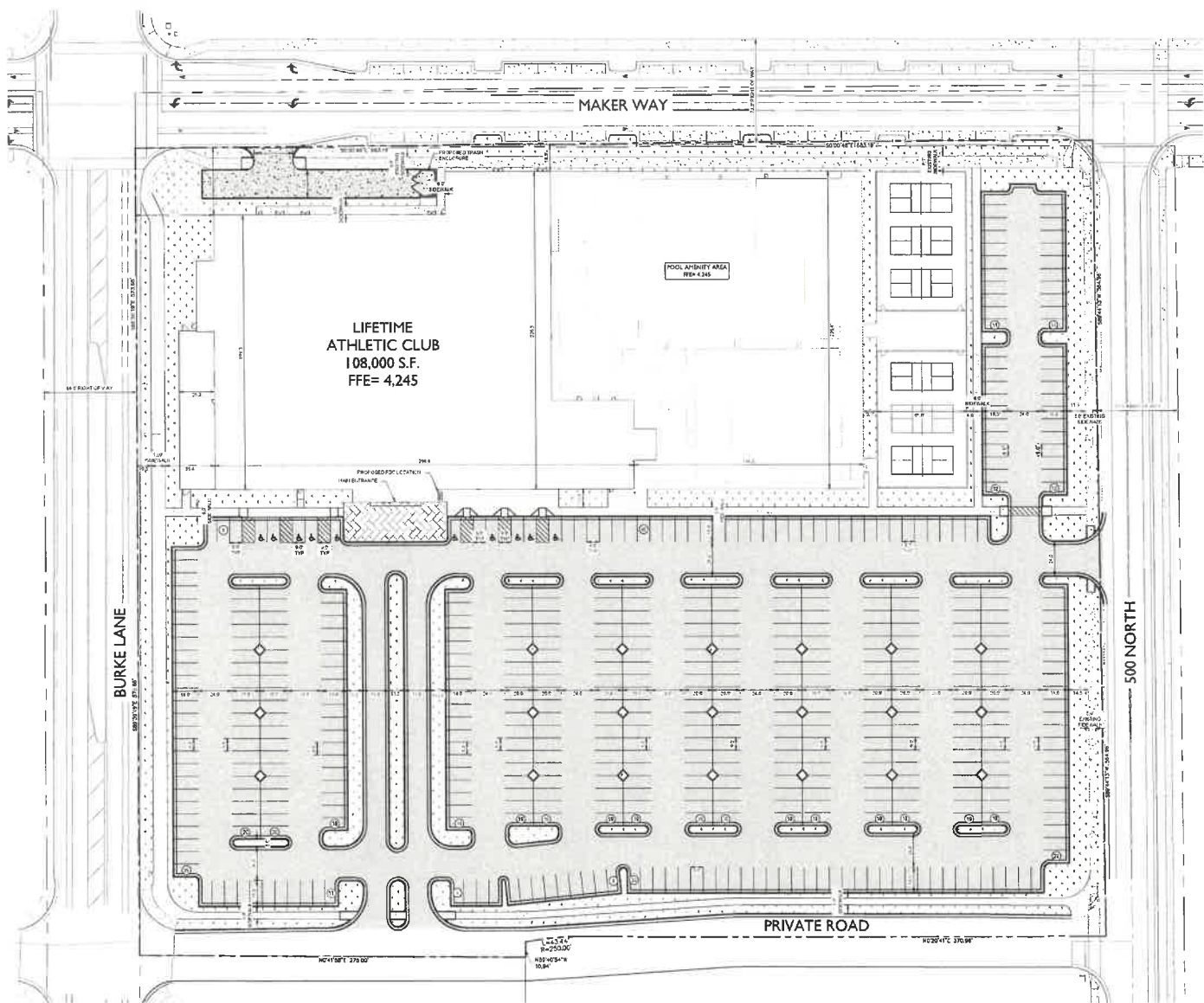


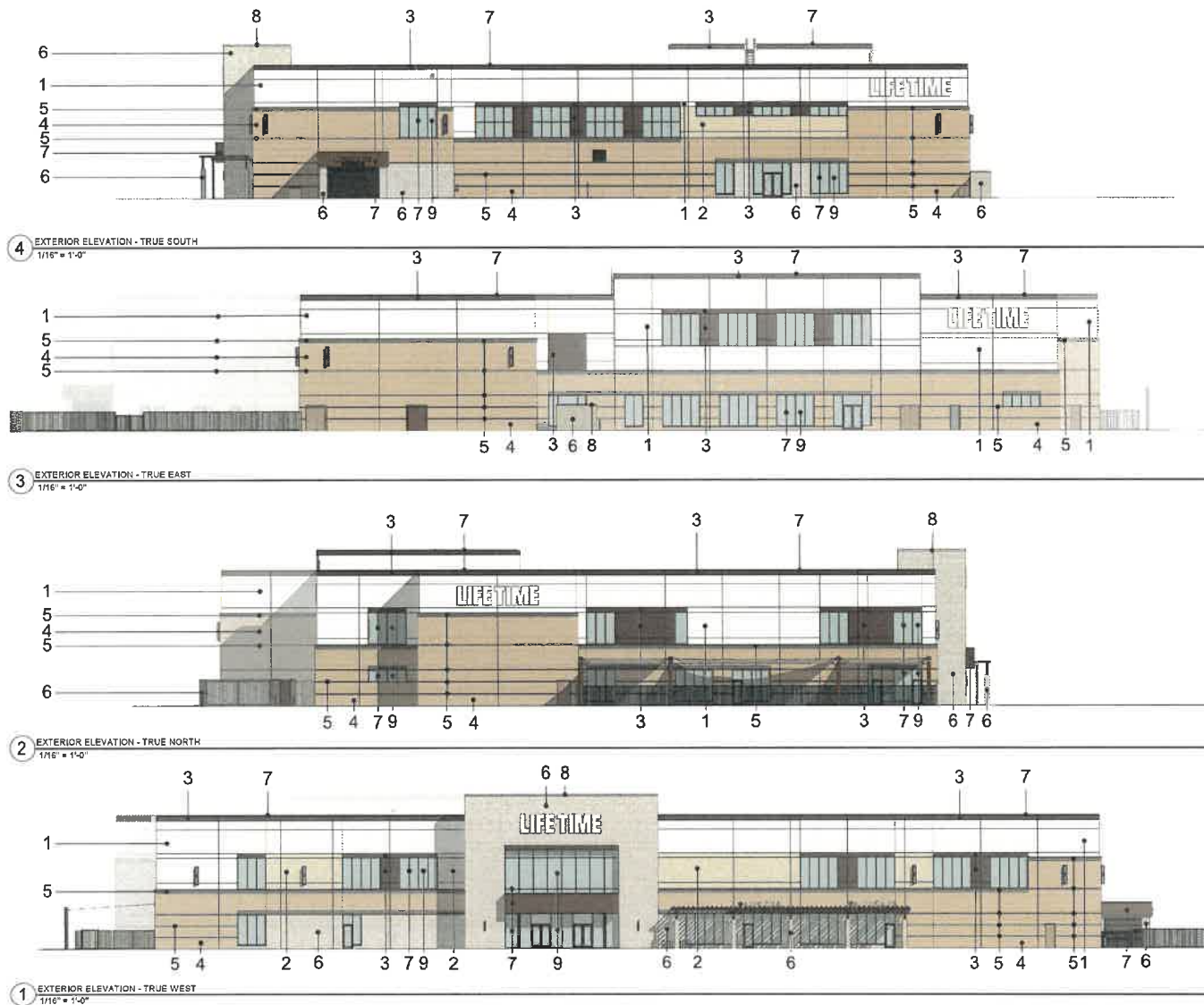
## LEGEND

- PROPOSED PROPERTY LINE
- EXISTING CURB LINE
- PROPOSED CURB LINE
- PROPOSED 12" DUTY CONCRETE PAVEMENT
- PROPOSED 12" DUTY CONCRETE PAVEMENT
- PROPOSED 12" DUTY CONCRETE PAVEMENT
- PROPOSED 12" DUTY CONCRETE PAVEMENT
- PROPOSED 12" DUTY CONCRETE PAVEMENT
- PROPOSED 12" DUTY CONCRETE PAVEMENT
- PROPOSED 12" DUTY CONCRETE PAVEMENT

## SITE DATA

|                                    |                                                                                                                                                                                                 |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SITE LOCATION                      | SOUTHWEST QUARTER OF 22S 16E AND BURKE LN, FARMINGTON, DAVIS COUNTY, UTAH                                                                                                                       |
| TOTAL SITE AREA                    | 0.8 ACRES                                                                                                                                                                                       |
| EXISTING ZONING                    | OFFICE MIXED USE (OMU)                                                                                                                                                                          |
| EXISTING USE                       | UNDEVELOPED                                                                                                                                                                                     |
| PROPOSED USE                       | FITNESS AND RECREATION FACILITY (PERMITTED)                                                                                                                                                     |
| PROPOSED BUILDING AREA             | 108,000 S.F.                                                                                                                                                                                    |
| BUILDING HEIGHT                    | 3-STORY (3-STORY MAX ALLOWED)                                                                                                                                                                   |
| BUILDING SETBACKS                  |                                                                                                                                                                                                 |
| FRONT (BUILD-TO-RAMP)              | MIN 5' MAX 30'                                                                                                                                                                                  |
| SIDE                               | LOCAL ROADS 5' COLLECTOR ROADS 8' LOCAL ROADS 10' COLLECTOR ROADS 10'                                                                                                                           |
| REAR                               | DETERMINED BY PLANNING COMMISSION                                                                                                                                                               |
| PARKING REQUIREMENTS               | 500 STALLS                                                                                                                                                                                      |
| OFF STREET PARKING STALLS PROVIDED | 11 STALLS (2% OF TOTAL STALLS)                                                                                                                                                                  |
| ADA PARKING STALLS PROVIDED        | 9 FEET X 18 FEET 24 FOOT DRIVE AISLES                                                                                                                                                           |
| PARKING DIMENSIONS                 |                                                                                                                                                                                                 |
| ROAD CLASSIFICATION                | BURKE LANE IS A PRINCIPAL ROAD (2ND CLASS)<br>PRIVATE ROAD IS A LOCAL ROAD (1ST CLASS)<br>10' PARK DRIVE 24' DRIVE AISLES<br>10' PARK DRIVE 24' DRIVE AISLES<br>10' PARK DRIVE 24' DRIVE AISLES |





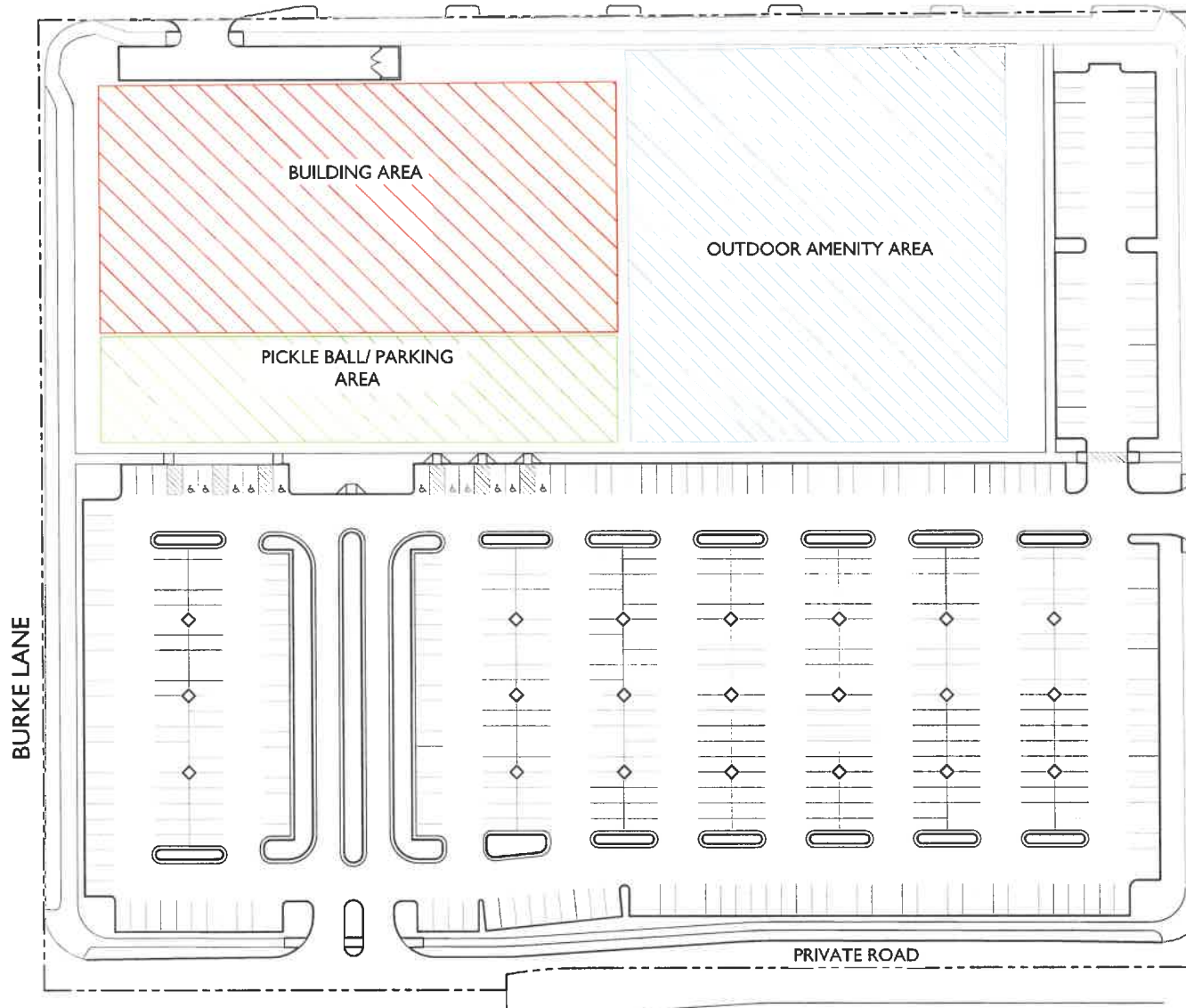
## FARMINGTON, UT

MATERIALS BOARD

07/11/22

**LIFE TIME**  
HEALTHY WAY OF LIFE

MAKER WAY



**ALTERNATIVE SITE PLAN** ALLOWING STAFF APPROVAL:

Building Area: 90K - 110K sqft  
 Building Height: Not to exceed what is allowable by Code  
 Building Materials: Consistent w/ Project Material Board submission  
 Use: No change in use would be requested

500 NORTH

**SITE INFORMATION**

|                        |                                                                                                                               |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| SITE LOCATION          | SOUTHWEST QUADRANT OF 1525 W. AND BURKE LN.<br>FARMINGTON, DAVIS COUNTY, UTAH                                                 |
| TOTAL SITE AREA        | ~ 8.8 ACRES                                                                                                                   |
| EXISTING ZONING        | OFFICE MIXED USE (OMU)                                                                                                        |
| EXISTING USE           | UNDEVELOPED                                                                                                                   |
| PROPOSED USE           | FITNESS AND RECREATION FACILITY<br>(PERMITTED)                                                                                |
| BUILDING SETBACKS      |                                                                                                                               |
| FRONT (BUILD-TO-RANGE) | MIN. 0' MAX. 20'                                                                                                              |
| SIDE                   | LOCAL ROADS: 5'<br>COLLECTOR ROADS: 0'                                                                                        |
| REAR                   | LOCAL ROADS: 10'<br>COLLECTOR ROADS: 10'                                                                                      |
| PARKING REQUIREMENTS   | DETERMINED BY PLANNING COMMISSION                                                                                             |
| ROAD CLASSIFICATION    | BURKE LANE IS A PRINCIPAL ROAD / MAJOR<br>COLLECTOR<br>- 10' PARK STRIP<br>- 10' SIDEWALK<br>- FRONT BUILD TO RANGE: 0' - 20' |

**LEGEND**

----- SUBJECT PROPERTY BOUNDARY



CITY COUNCIL AGENDA

For Council Meeting:  
October 4, 2022

**BUSINESS:**                      **Rezone 6.57 acres of property for parcel 08-059-0045 at approximately 1550 West Burke Lane from AE (Agricultural Estates) to OMU (Office Mixed Use). (Z-11-22)**

**GENERAL INFORMATION:**

See staff report prepared by Lyle Gibson, Assistant Community Development Director

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting



# FARMINGTON CITY

BRETT ANDERSON  
MAYOR

ROGER CHILD  
SCOTT ISAACSON  
MELISSA LAYTON  
ALEX LEEMAN  
AMY SHUMWAY  
CITY COUNCIL

BRIGHAM MELLOR  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Lyle Gibson, Assistant Community Development Director

Date: October 4, 2022

SUBJECT: **Rezone of 6.57 acres of property for parcel 08-059-0045 from AE (Agricultural Estates) to OMU (Office Mixed Use) for Farmington City (Z-11-22). (Continued from 9/20/22)**

### RECOMMENDATION

1. Move that the City Council approve the enclosed enabling ordinance for the requested rezone from AE to OMU.

### Findings

1. The requested zoning district is consistent with zoning adjacent to the property.
2. The OMU zoning district permits uses and form consistent with the city's General Plan and the CA/BP land use designation.
3. The OMU zoning district may enable the consideration of additional uses found consistent with the Farmington Station Area Plan or uses that may be more desirable for this location.

### Update:

The City Council held the public hearing for this item at the 9/20/22 meeting where it voted to table a decision until they had additional information related to the PMP under consideration that includes this property and additional acreage in the area.

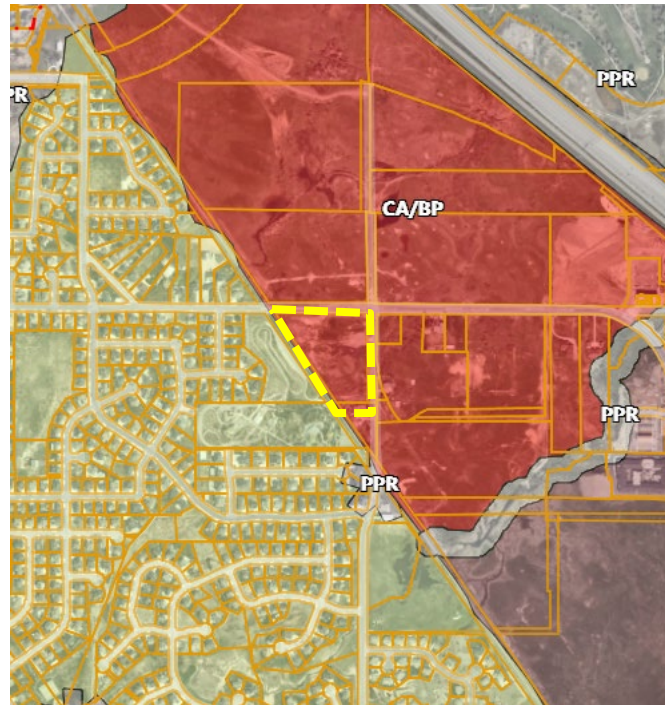
### Background Information

Farmington City is looking to rezone the subject property to match surrounding zoning to the north and east of the property. The property is also being considered as part of a PMP where under the requested zoning district the property may be eligible for the alternate review process found in Section 11-18-140.

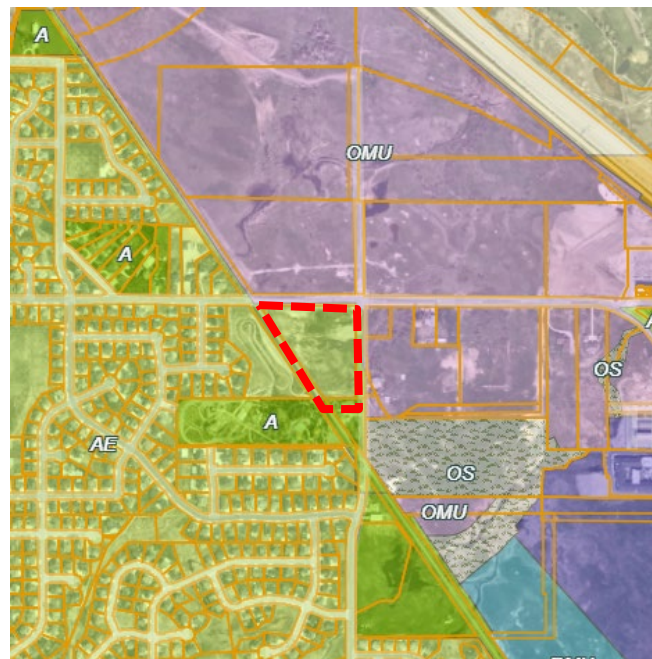
The property is currently vacant and is bordered by the Rail Trail to the west, Burke Lane on the north, and a single-family home to the south. The east side of the property will front the new Commerce Drive.

The general plan designation indicates that this property would be part of the Class A Business Park envisioned for the Area with a more detailed vision from the recently adopted Station Area Plan showing the property being used for residential development. The requested zoning is primarily for Office use, however through the alternate review process alternate uses may be considered.

**General Land Use Plan Map:**



**Existing Zoning:**



## North Farmington Station Area Plan Exhibits:

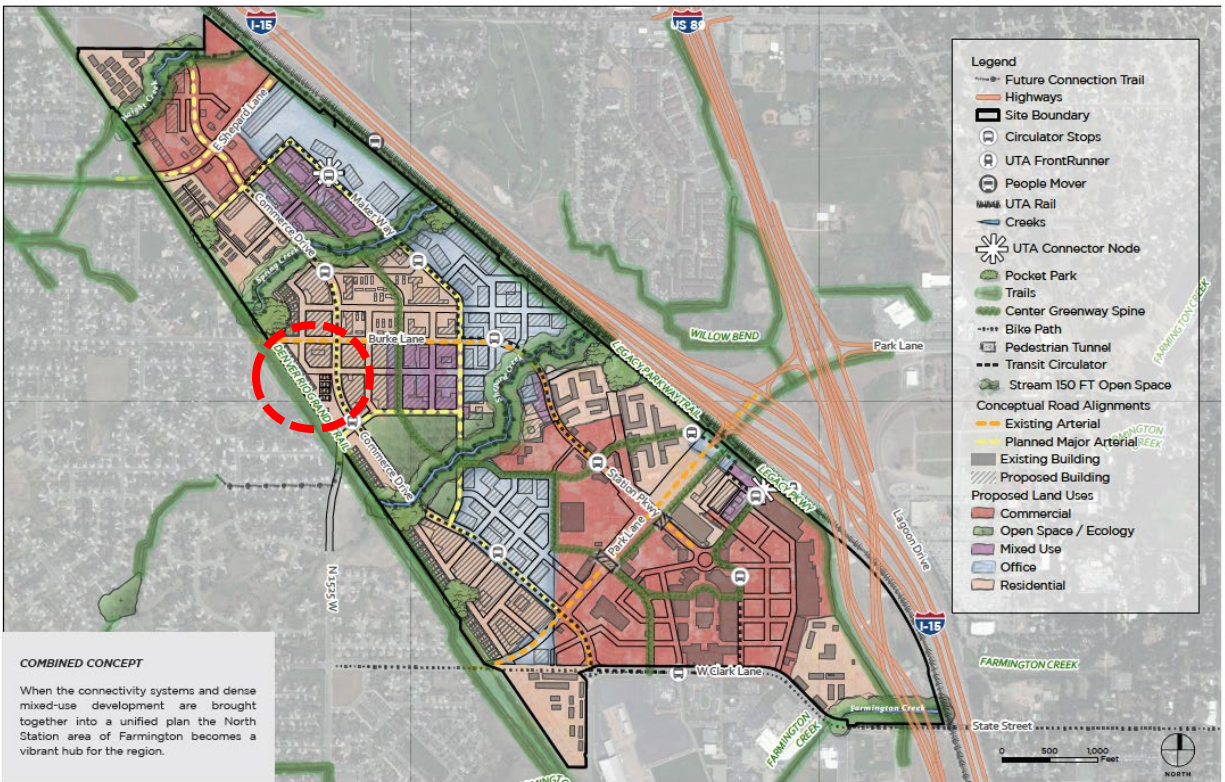


Figure 12 - North Farmington Station Combined Concept

Figure 17 - North Farmington Station Recreation Neighborhood



**Supplementary Information**

1. Enabling Ordinance
2. Vicinity Map
3. Link to OMU zoning district regulations: [FCC 11-18 Mixed Use Districts](#)

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Lyle Gibson", with a long horizontal flourish extending to the right.

Lyle Gibson  
Assistant Community Development Director

Concur

A handwritten signature in blue ink, appearing to read "Brigham Mellor", with a stylized, looped initial and a horizontal flourish.

Brigham Mellor  
Assistant City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. 2022 -**

**AN ORDINANCE AMENDING THE ZONING MAP TO  
SHOW A CHANGE OF ZONE FOR PROPERTY (TAX ID: 08-  
059-0045) LOCATED AT APPROXIMATELY 1550 WEST  
BURRKE LANE FROM AE (AGRICULTURAL ESTATES) TO  
OMU (OFFICE MIXED USE).**

**WHEREAS**, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

**WHEREAS**, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

**WHEREAS**, the City Council of Farmington City finds that such zoning change should be made;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Farmington City, Utah:

**Section 1. Zoning Change.** The property described in Application # Z-11-22, filed by Farmington City, located at approximately 1550 West Burke Lane, better identified by parcel number: 08-059-0045, is hereby reclassified from zone AE to OMU, said property being more particularly illustrated on Exhibit "A" attached hereto.

**Section 2. Zoning Map Amendment.** The Farmington City Zoning Map shall be amended to show the change.

**Section 3. Effective Date.** This ordinance shall take effect prior to, or concurrent with, the recording of a final plat for The Ivy Planned Unit Development.

**DATED** this \_\_\_\_th day of \_\_\_\_\_, 2022

**FARMINGTON CITY**

\_\_\_\_\_  
Brett Anderson  
Mayor

**ATTEST:**

\_\_\_\_\_  
DeAnn Carlile  
City Recorder

## **Exhibit A**

Parcel ID: 08-059-0045

### **Legal Description:**

A PART OF THE SW 1/4 OF SEC 14-T3N-R1W, SLB&M; BEG AT A PT ON THE W R/W LINE OF 1525 WEST STR AS IT EXISTS ON THE GROUND AT A PT 815.10 FT N 0°20'03" W ALG THE 1/4 SEC LINE & 33.00 FT S 89°46'23" W FR THE SE COR OF SD 1/4 SEC; RUN TH S 89°46'23" W 256.82 FT TO THE E LINE OF UTA R/W; TH N 34°42'23" W 785.94 FT ALG SD LINE TO THE S R/W LINE OF BURKES LANE; TH S 89°38'45" E 700.59 FT ALG SD LINE TO THE W R/W LINE OF 1525 WEST STR; TH S 0°20'03" E 640.77 FT ALG SD LINE TO THE POB.

CONT 6.57 ACRES



|                                                                                                             |                                                 |                                                            |                                                                                       |                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p><b>FARMINGTON</b></p> | <h2>VICINITY MAP</h2> <p>Parcel 08-059-0045</p> | <p>0 100 200 300 400 Feet</p> <p>0 25 50 75 100 Meters</p> |  | <p>Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.</p> |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CITY COUNCIL AGENDA

For Council Meeting:  
October 4, 2022

**BUSINESS:**                      **Master Plan and Development Agreement on 25 acres of property located at approximately 1550 W Burke Lane in the OMU (Office Mixed Use) zone**

**GENERAL INFORMATION:**

See staff report prepared by Lyle Gibson, Assistant Community Development Director

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

BRETT ANDERSON  
MAYOR

ROGER CHILD  
SCOTT ISAACSON  
MELISSA LAYTON  
ALEX LEEMAN  
AMY SHUMWAY  
CITY COUNCIL

BRIGHAM MELLOR  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Lyle Gibson, Assistant Community Development Director

Date: October 04, 2022

SUBJECT: **Master Plan and Development Agreement on 25 acres of property located at approximately 1550 W Burke Lane in the OMU (Office Mixed Use) zone. (Continued from 9/20/22)**

## RECOMMENDATION

1. Move that the City Council approve the enclosed development agreement and PMP subject to the city rezoning its property on the south west corner of Burke Lane and 1525 West and with the following conditions or recommended changes to the development agreement.
  - a. Timing of commercial, construction ready pad be ready prior to occupancy. And to explore escrow of \$500,000 or a deed restriction. And to be released to the City if the building permit is not issued within 5 years.
  - b. As stated in DA and shown on PMP – City land shall be used for nonresidential purposes
  - c. DA amended to strike the specific number of units (410) and add 2 story townhomes transitioning to up to 3 and 4 stories.
  - d. Buffer Zone: no residential building exceeding 2 stories (27 feet in height) may be within 300 feet at minimum, of any dwelling in existence as of the date of said DA.
  - e. DA language modify to: 1, written prior consent for a non-related entity by developer or 2, give the City termination rights.
  - f. To add in the DA the specific allowance for residential use
  - g. The detention area as listed on exhibit B, sold to the City from the developer. The area for right of way is dedicated to the City by the developer.
  - h. Trail configuration along spring creek, applicant shall submit to have this property zoned OS (open space), the master plan would be amended accordingly.
  - i. 10% of the residential units qualify be provided as moderate income housing units based on the high income rental rate established by HUD.
  - j. Any further variation from applicable standards, regulations, and ordinances must be specifically identified and outlined in a supplemental development agreement in the consideration of the project specific site plan and elevations.

## **Findings**

1. This agreement enables developers with enough flexibility to create development that is in line with the vision outlined in the North Farmington Station Area Plan providing for the option of residential uses.
2. There is sufficient public benefit to allow consideration of the alternate approval process made possible with this agreement in the ability to pursue the city's vision and create solutions for the city's need of property for storm water retention and road construction.
3. With the additional recommended conditions, the proposed agreement includes limitations or caps that create fairly predictable development. Including a more specific and predictable limitation on height which limit the visual impact of the property in relation to existing single family neighborhoods to be equal or less in impact than a typical single-family home has on another.
4. The proposal is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this district: including a fine-grained mix of uses such as office, retail, and residential, an emphasis on bringing activity to the street and enhancing walkability, placing parking to the rear of buildings, creating public spaces and nodes, enhancing open space and connectivity and providing a live/work/play environment, etc.

## **Update from 9/20/22 meeting**

After holding the public hearing, the City Council tabled this item for additional consideration to a buffer that was consistent along the west side of the project rather than using a distance from existing homes. The council also asked that a maximum number of units be indicated in the development agreement and that a specific height be used where maximums are indicated.

These items have been worked on between staff and the developer and an updated agreement has been included. Of note, a cap of 410 units has been reinstated, heights in feet as well as stories have been updated in regards to residential development, and the buffering distance has been set at 200 feet from the western boundary of the D&RGW right of way. Additional clarification has been included as to the terms for acquiring the property for the detention basin and participation from the city towards eligible project elements.

## **Background Information**

Evergreen Development has a little over 14 acres of property under contract with interest to develop at least part of it as a residential project. The existing zoning does allow the city to consider this type of development, but only through an alternative approval process which requires the inclusion of 25 acres in a development agreement.

Farmington City owns additional property in the area that would make up the difference in the necessary 25 acres. The city has received occasional interest for potential use on the property, in the near term it is anticipated that this property may be used as a staging area in the upcoming construction of Commerce Drive and Maker Way. However, being part of the 25 acre agreement allows the city to also be eligible for the alternative approval process in considering the best use for the site long term. With the attached development agreement this city is committing to a non-residential use at this location. In addition to becoming eligible for the alternative approval process, there are circumstances related to the development of the Evergreen property on the north side of Burke that merit consideration of Section 11-18-140 as indicated in that section of ordinance.

*Section 11-18-140 states: 'A development agreement... may supersede and be inconsistent with the provisions of ... this chapter... where the City Council determines an alternative development standard proposed by the project developer is appropriate for the development of the project and the Council finds there is appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to City or the public from the proposed development and/or other appropriate reasons that justify the determination of the City to alter generally applicable standards...[U]ses and development standards specifically included in the development agreement may be different from those contained in the Farmington City ordinances'.*

Granting the flexibility primarily in use at this location allows the developer to better fulfill the vision for the area identified in the North Farmington Station Area Plan which shows residential on this site. It also makes obtaining right of way for the upcoming road project easier for the city and creates a favorable scenario to obtain the ground identified as necessary for the storm water retention basin for the new roads. Additionally, the developer is committing to include 10% of its units for moderate-income housing.

While the development agreement does indicate some generalized anticipated use of the Evergreen property while setting some caps, the detailed development of that or any property subject to this PMP would be considered at a future date under a process specific to that site (a sub-PMP and site plan review). This initial consideration primarily opens the door for residential use and sets some high-level limitations and parameters that development of smaller sites in this area will have to work within.

Some of the remaining issues identified in the table included with this report such as building placement or build and regulating plan standards would be addressed with the specific sub-PMP and site plan reviews. Other issues such as an appropriate mix of uses or amount of residential density are more appropriate at this level of consideration.

Figure 17 – North Farmington Station Recreation Neighborhood



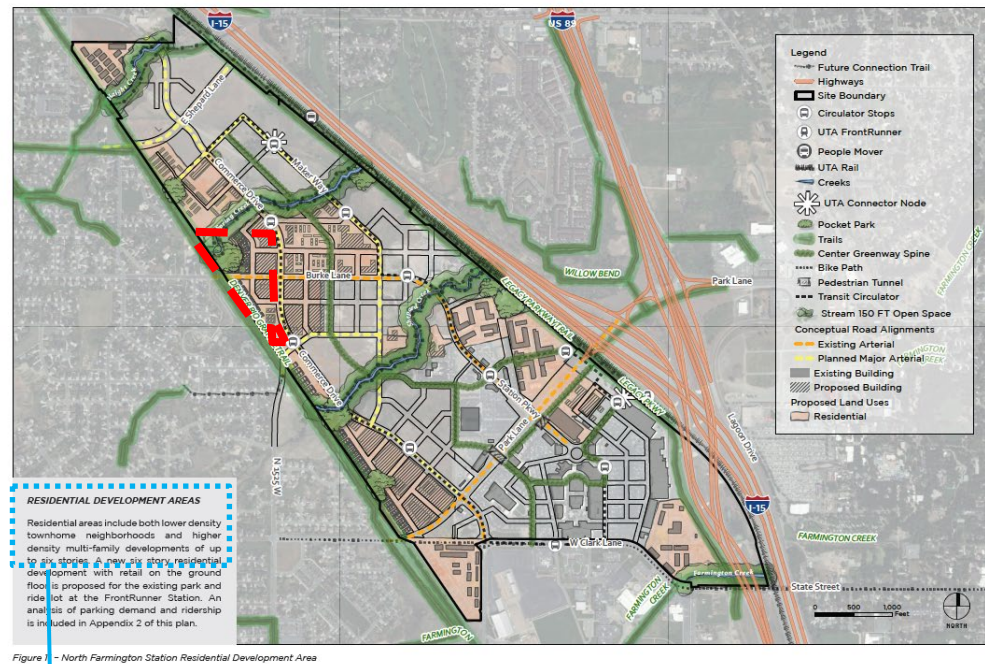
|                          | OFFICE         |              | RETAIL/OTHER  |           | MULTI FAMILY |              | TOWNHOMES  |              |                         |                 |            |
|--------------------------|----------------|--------------|---------------|-----------|--------------|--------------|------------|--------------|-------------------------|-----------------|------------|
|                          | Sq. Ft.        | Employees    | Sq. Ft.       | Employees | Units        | Residents    | Homes      | Residents    |                         |                 |            |
| 2022 - 2024              | -              | -            | -             | -         | -            | 0            | 122        | 415          |                         |                 |            |
| 2025 - 2027              | 37,500         | 131          | 10,000        | 8         | 548          | 1,863        | 188        | 639          |                         |                 |            |
| 2028 - 2032              | 540,000        | 1,890        | 26,000        | 20        | 400          | 1,360        | 25         | 85           |                         |                 |            |
| 2033 - 2042              | 240,000        | 840          | -             | -         | -            | 0            | 80         | 272          |                         |                 |            |
| 2043 +                   | -              | -            | -             | -         | -            | 0            | 45         | 153          | Residential Units Total | Residents Total | Acres      |
| <b>TOTAL (Build-out)</b> | <b>817,500</b> | <b>2,861</b> | <b>36,000</b> | <b>27</b> | <b>948</b>   | <b>3,223</b> | <b>460</b> | <b>1,584</b> | <b>1,408</b>            | <b>4,787</b>    | <b>150</b> |
| Entitled/Agreement       | 757,500        | 2,651        | 22,000        | 17        | 760          | 2,584        | 213        | 724          | 973                     | 3,308           | 100        |
| % of TOTAL               | 92.7%          |              | 61.1%         |           | 80.2%        |              | 46.3%      |              | 69.1%                   |                 | 66.7%      |
| Market Study Capacity    | 3,988,800      |              | 47,600        |           | 3,997        |              | 175        |              | 4,172                   |                 |            |

The recently completed market analysis by Catalyst that informs the Station Area Plan shows that the Farmington Station Area has the potential to capture more than 700 new owner-occupied units annually based on a conservative capture rate (15% of regional demand), there is also demand for renter-occupied units of 900 units per year.

The Station Area Plan anticipates some 970 residential units in this neighborhood in the short term with a capacity for nearly 1,400. There are currently 120 for sale townhomes units approved in this area with consideration 58 rental units in preliminary review phase. Other projects that have been seen by the Planning Commission in this neighborhood, while still in review and under consideration include another 460 potential units.

## RECREATION NEIGHBORHOOD

The Recreation Neighborhood includes the new public park. This 13-acre amenity is a key feature of the Greenway system creating an intersection of the north south greenway with the Spring Creek Trail. This neighborhood is ideally situated to take advantage of the trail network that connects the North Station area with the regional system.



FARMINGTON STATION AREA PLAN

## Residential Development Areas

Residential areas include both lower density townhome neighborhoods and higher density multi-family developments of up to six stories.

Before making their recommendation, the Planning Commission reviewed this item over multiple meetings and set up a sub-committee to understand the request in detail. The sub-committee asked questions to better understand the project in a larger context to make inform their recommendation. A table was created to summarize the questions that were asked which indicates which items had issues to address or not.

Since receiving a recommendation from the Planning Commission, the development agreement has been worked on by both City Staff and Evergreen Development to include or address items recommended by the Planning Commission.

The City Council should look at the proposal and included agreement and determine whether or not the request merits use of Section 140. The Council may also determine if the proposed agreement appropriately guides futures steps for the development of this property and whether recommended items from the Planning Commission have been adequately addressed if necessary.

## Supplementary Information

1. Development Agreement and PMP.
2. [Link to General Plan Documents](#)
3. Table outlining Sub-committee considerations

Respectfully Submitted

A handwritten signature in blue ink, appearing to read 'Lyle Gibson', with a long horizontal flourish extending to the right.

Lyle Gibson  
Assistant Community Development Director

Concur

A handwritten signature in blue ink, appearing to read 'Brigham Mellor', with a large, stylized initial 'B' and a horizontal flourish.

Brigham Mellor  
Assistant City Manager

**DEVELOPMENT AGREEMENT**

**FOR**

**THE TRAIL APARTMENTS**

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **EVERGREEN DEVCO, INC.**, a California corporation, or nominee or assignee, hereinafter referred to as “Developer.”

**RECITALS:**

- A. Developer has the right to acquire 14.4 acres of land, and the City owns 10.6 acres of land, within the boundary set forth in Exhibit “A” attached hereto and by this reference made a part hereof (collectively, the “Property”). Developer desires to develop the Property in accordance with the Project Master Plan (the “PMP” included herein as Exhibit ‘B’).
- B. The Property is subject to the City’s Laws, including without limitation Section 11-18-140 of the City’s zoning ordinance, pursuant to which this Agreement shall supersede the City’s Laws with respect to specific matters set forth herein.
- C. Persons and entities hereafter developing the Property, or any portions of the Property shall accomplish such development in accordance with the City’s Laws and the provisions set forth in this Agreement, with the understanding that this Agreement, the PMP and any Supplemental Development Agreement (the “Supplement”) related to the property herein identified under Exhibit ‘A’, shall supersede the City’s Laws as to specific matters identified in the Supplement and shall control in the event of any conflict.
- D. The City also recognizes that the development of the Property may result in tangible benefits to the City through the stimulation of development of amenities and/or infrastructure that may enhance further economic development efforts in the vicinity of the Property, providing affordable housing units, and collaborating on the dedication and purchase of ground for city projects and is therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

## **AGREEMENT**

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.
2. **Definitions.** In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:
  - a. “City’s Laws” means, collectively, all City ordinances, rules and regulations, including the provisions of the City’s General Plan, the City’s zoning ordinances, the City’s engineering development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.
  - b. “Effective Date” has the meaning set forth in Section 3.
3. **Effective Date.** This Agreement, including the PMP, shall become effective when both of the following have occurred (the “Effective Date”):
  - (A) Developer acquires fee title to the following parcels (as identified pursuant to a Davis County Assessor property search): Parcel ID 080590042; And
  - (B) Both parties have executed the Agreement.
4. **Allowed Uses.** The development may include multi-family residential units and uses ancillary to residential uses, in addition to uses currently permitted in the underlying zoning district, including commercial and hotel uses. Uses shall be consistent with and limited to areas as designated on Exhibit B.
5. **Limits on Residential Units & Height.** Developer may develop no more than 410 residential units within the Project. Developer shall develop the Property in accordance with Exhibit B and residential buildings shall be limited to a maximum height of four (4) stories and fifty-four feet (54’), measured as designated in Farmington City Code. Commercial buildings shall not exceed four (4) stories in height. Developer agrees to construct 2 story townhomes on the western portion of the residential area identified in Exhibit B and to then transition to four stories within the development. No residential building or portion thereof exceeding two stories and twenty-seven feet (27’) in height may be constructed within 200 feet from the Western boundary of the Denver & Rio Grande Western right-of-way. The buffer restriction on construction does not apply to the non-residential development on the City-owned parcel to the South.

6. **Moderate Income Housing.** A minimum of ten percent (10%) of residential units developed within this area shall be dedicated as units which qualify for moderate-income housing based on the 80% of AMI rent limit established for the Ogden-Clearfield , UT HUD Metro FMR Area. This Agreement constitutes a written agreement regarding the number of moderate-income housing units, as provided in Utah Code Ann. §10-9a-535(1)(a), and Developer affirmatively agrees to this requirement by executing this Agreement.
7. **Development of Commercial Building.** Developer agrees to prepare a rough graded pad for the commercial development prior to occupancy of any residential unit. If Developer or its assignees constructs a commercial building (which may include office, retail and hospitality or other uses permitted in the OMU zoning and which may contain two (2) stories) within ten (10) years of the first application for a building permit within the Project.
  - a. Developer shall be entitled to the benefit of a three-hundred thousand five-hundred ninety six dollars and fifty cents (\$308,596.50) transportation and stormwater impact fee credits related to the commercial building if the building is substantially completed within the time established in Section 7. If Developer fails to complete the commercial building by that date, then it shall not be entitled to the impact fee credits associated with the commercial building, even if it increases the difference between all impact fees collected for the Project and the amounts established in Section 9(b) of this Agreement.
8. **City Land.** Davis County Parcel ID #08-059-0045, which is part of the property identified in Exhibit B labeled as 'City Land' shall be used for non-residential purposes.
9. **Dedication & Sale of Land – Obligations Regarding Land.**
  - a. Developer agrees to dedicate land at the northeast corner of the property, as identified in the Exhibits, for the construction of Commerce Drive, within thirty (30) days of closing on the Property by Developer. Developer also agrees to sell to the City and City agrees to purchase from Developer the 2.61-acre site as shown on Exhibit B.
  - b. City agrees to pay Developer in the following manner:
    - i. Five-hundred seventy thousand dollars (\$570,000.00) at the time of conveyance;
    - ii. Seven-hundred seventy thousand dollars (\$770,00.00) in credit toward the Transportation Impact Fees that would be paid across the Project. If the cumulative transportation impact fees for the Project in its entirety is less than \$770,000.00, then the City shall pay the net difference within thirty (30) days after the date of the issuance of the last building permit for the Project. This payment of net difference does not apply to a difference that arises due to Developer's non-construction of the commercial component of the Project, as described in Section 7(a) of this Agreement.

- iii. Six-hundred sixty thousand dollars (\$660,00.00) in credit toward the Stormwater Impact Fees that would be paid across the Project. If the cumulative stormwater impact fees for the Project in its entirety is less than \$660,000.00, then the City shall pay the net difference within thirty (30) days after the date of the issuance of the last building permit for the Project. This payment of net difference does not apply to a difference that arises due to Developer's non-construction of the commercial component of the Project, as described in Section 7(a) of this Agreement.
- iv. Subject to City Council amendment of the Parks & Recreation Master Plan to include the proposed park amenities in the area identified in this Subsection 9(a) and the amendment of the Parks Impact Fee Facility Plan. One million five hundred fifty-seven dollars and nine hundred and ninety six dollars (\$1,557,996.00) in credit toward the Parks & Recreation Impact Fees that would be paid across the Project.

c. Additional City Obligations:

- i. City shall construct the portions of Commerce Drive abutting the Property by April 30, 2025, including pavement and utilities to back of curb and a traffic signal at the intersection of Burke Avenue and Commerce Drive. City shall construct, by the same date, a full-traffic access point and traffic signal at the Northeast corner of the property near the access point shown on Exhibit B. All construction shall be at City's cost.
- ii. City agrees to construct no later than by April 30, 2025 a walking path on the 2.61-acre site shown on Exhibit B, and a park on the 2.61-acre site.
- iii. City agrees to permit Developer to use the 2.61-acre site for water detention purposes. City agrees to allow Developer to discharge into Shepherd Creek undetained. City agrees to allow Developer to use the existing storm drainage facility on Commerce Drive.

d. Additional Developer Obligations:

- i. Developer agrees to construct a walking path along the area shown on Exhibit B.
- ii. Developer agrees to maintain, or to establish a commercial association or other similar set of covenants (such as a maintenance director) to maintain, the area west of Spring Creek on the 2.61-acre parcel in perpetuity, which shall remain open to the public. Maintenance shall include mowing the lawn and routine sprinkler maintenance. The City shall be responsible for repairs to park infrastructure which exceed two-thousand dollars (\$2,000.00). Prior to development of the park by City, it shall consist of weed management.

**10. Application for Rezone to OS.** Developer agrees that in association with its site plan request, it will apply for a rezone of the property abutting the creek, in the width necessary for the trails to the Open Space (OS) zoning district.

11. **Cross-Access.** Developer shall provide a commercially reasonable cross-access easement to property to the North, sufficient for ordinary vehicular travel between the parcels.
12. **Alternative Approval Process.** The City has held all public hearings necessary for, and has approved the PMP. Such approval of the City council shall remain in full force and effect from the date hereof until the termination of this Agreement. Developer and/or Developer's successors and assigns may from time to time apply to develop a hotel or commercial building and a phase of The Trail Apartments greater than one (1.0) acre in size in accordance with an alternative approval process as set forth in section of 11-18-140 of the City's zoning ordinance. Developer shall be entitled to bring such future applications under Section 11-18-140 of the City's zoning ordinance, even if a future phase is less than 25 acres in size. Such future applications may deviate from the PMP approved hereunder at the discretion of the City and shall be considered according to the procedures and standards for approval set forth in Section 11-18-140 of the City's zoning ordinance. This Agreement is a "development agreement" as contemplated by Section 10-9a-532 of the Utah Code.
13. **Assignment.** Except for any assignment (partial or otherwise) to a successor-in-interest to the Project, Developer shall not assign this Agreement to unrelated or unaffiliated entities or any rights or interests herein without prior written consent from the City, which consent will not be unreasonably denied, conditioned or delayed. Any future assignee shall consent in writing to be bound by the applicable terms of this Agreement as a condition precedent to the assignment. For avoidance of doubt, City hereby agrees that Developer may assign this Agreement to any affiliated or entity controlled by Developer including Evergreen-Burke & Commerce, L.L.C.
14. **Notices.** Any notices, requests and demand required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return requested, postage prepaid, to such party at its address shown below:

To the City

Farmington City

Attn: City Manager

160 South Main Street

Farmington, Utah 84025-0160

15. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, including the PMP and Supplement, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Property, including any related conditions.
16. **Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein. Use of the word “including” shall mean “including but not limited to”, including without limitation”, or words of similar import.
17. **Non-Liability of Officials, Employees and others.** No officer, representative, agent , or employee of the City or Developer shall be personally liable to any party hereunder, or any successor-in-interest or assignee of this Agreement in the event of any default or breach or for any amount which may become due or for any obligation arising under the terms of this Agreement, unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud, intentional misconduct or malice.
18. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.
19. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.
20. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.
21. **Term.** This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date that is thirty (30) years, unless terminated earlier pursuant to Section 14 below.
22. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities (which includes applying for site plan approval, clearing and grubbing, or grading or foundation permit applications) on the Property within five (5) years

after the Effective Date, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period or responds within such time period with plans and assurances that are unacceptable to the City in the City's reasonable discretion, the City may, as the City's sole and exclusive remedy, terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

23. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

24. **Amendment.** This Agreement may be amended in writing signed by the parties hereto.

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

**"CITY"**

FARMINGTON CITY

\_\_\_\_\_

STATE OF UTAH, COUNTY OF DAVIS, ss:

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2022 by Brett Anderson, Mayor, on behalf of Farmington City Corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**“DEVELOPER”** - Evergreen Devco, Inc.

\_\_\_\_\_

By: Jeremy Carver

Title: Vice President

STATE OF UTAH, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2022 by  
\_\_\_\_\_, on behalf of Evergreen Devco, Inc., who being duly sworn, did say that  
he is the signer of the forgoing, who duly acknowledged to me that he executed the same.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

Exhibit A



Exhibit B



Planning Commission Sub-committee: Evergreen Proposal  
August/September 2022

| Summary                                                                                                                                                                                                                      |                                                                                                                          | Remaining Issues? |     | Notes:                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tax Generation                                                                                                                                                                                                               | = Office<br>> Other types of Residential<br>< Retail                                                                     | No                |     | Not under the scope of the Planning Commission.                                                                                                                                                                                                         |
| Schools                                                                                                                                                                                                                      | School District: Capacity not a problem                                                                                  | No                |     | Not under the scope of the Planning Commission.                                                                                                                                                                                                         |
| Public Services (Water, Fire, Police, City Services, Power/Gas/Electrical, Other)                                                                                                                                            | All entities will serve, capacity not a problem                                                                          | No                |     | These issues are under the scope of the Planning Commission, but were previously vetted by the City’s development review committee (DRC).                                                                                                               |
| Traffic                                                                                                                                                                                                                      | Planned/funded local street network can absorb traffic generated from project                                            | No                |     | Will be an issue if City does not obtain a detention basin and/or Commerce Dr. Right of Way                                                                                                                                                             |
| Commercial Mix                                                                                                                                                                                                               | Majority of Haltman Property Residential; but 60/40 for entire 25 acres if City property is developed as non-residential |                   | Yes | 60/40 on Haltman property or follow General Plan? Currently not entitled for residential, but developer is seeking permission for this entitlement as per Section 140.                                                                                  |
| Density/Massing *                                                                                                                                                                                                            |                                                                                                                          |                   |     | Bulk, regulating plan, and other standards (even height and building placement) if different than the underlying zone may be approved (or not approved) as per Section 140.                                                                             |
|                                                                                                                                                                                                                              | Commercial (Non-residential)—entitled                                                                                    |                   |     |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Density                                                                                                                  | N/A               |     |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Height                                                                                                                   | No                |     |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Building placement (“build to”) distances                                                                                | Maybe             |     |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Bulk (footprint)                                                                                                         |                   | Yes |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Regulating Plan                                                                                                          |                   | Yes |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Residential—Not Entitled                                                                                                 |                   |     | Height, building placement, bulk, regulating plan, and other standards if different than the underlying zone may be approved (or not approved) as per Section 140.                                                                                      |
|                                                                                                                                                                                                                              | Density (see commercial mix above)                                                                                       |                   | Yes |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Height                                                                                                                   |                   | Yes |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Building placement (“build to”) distances                                                                                | Maybe             |     |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Bulk (footprint)                                                                                                         |                   | Yes |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              | Regulating Plan                                                                                                          |                   | Yes |                                                                                                                                                                                                                                                         |
| Buffers                                                                                                                                                                                                                      | Commercial (Non-residential)—Entitled                                                                                    | No                |     | Some may think enough buffer exists between single-family residential uses to west and others may think otherwise. If residential, buffers can be determined as per Section 140; however, buffers for commercial/non-residential uses are not required. |
|                                                                                                                                                                                                                              | Residential—Not Entitled                                                                                                 |                   | Yes |                                                                                                                                                                                                                                                         |
| * REGULATING PLAN NOTE: Adherence to the regulating plan may mitigate massing issues; however, developer is not following City regulating plan standards but seeking permission to deviate from the plan as per Section 140. |                                                                                                                          |                   |     |                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                              |                                                                                                                          |                   |     |                                                                                                                                                                                                                                                         |

CITY COUNCIL AGENDA

For Council Meeting:  
October 4, 2022

**BUSINESS:**                      **City Manager Employment Agreement**

**GENERAL INFORMATION:**

See staff report prepared by Brigham Mellor, Interim City Manager

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting



# FARMINGTON CITY

**BRETT ANDERSON**  
MAYOR

**ROGER CHILD**  
**SCOTT ISAACSON**  
**MELISSA LAYTON**  
**ALEX LEEMAN**  
**AMY SHUMWAY**  
CITY COUNCIL

**SHANE PACE**  
CITY MANAGER

To: Honorable Mayor and City Council

From: Brigham Mellor, Interim City Manager

Date: October 4<sup>th</sup>, 2022

SUBJECT: **City Manager Employment Agreement**

## RECOMMENDATION

Approve the employment agreement.

## BACKGROUND

On July 22<sup>nd</sup>, 2022 Farmington City began a nationwide recruitment search for a New City Manager to fill the vacancy left by Shane E Pace's departure when he accepted a position as the Chief Administrative Officer of Sandy City. There were over 26 applicants when the position closed on September 1<sup>st</sup>. After a thorough, month-long evaluation including interviews of the top candidates, the city has decided to enter into an employment agreement with one particular candidate who will serve as an "at will" exempt employee.

Respectfully Submitted

Brigham Mellor  
Interim City Manager

## CITY COUNCIL AGENDA

For Council Meeting:  
October 4, 2022

### **SUMMARY ACTION:**

- Approval of City Council Minutes for September 20, 2022
- Approval of City Council Minutes for September 27, 2022

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting

## FARMINGTON CITY – CITY COUNCIL MINUTES

SEPTEMBER 20, 2022

### WORK SESSION

Present:

*Mayor Brett Anderson,  
Interim City Manager Brigham Mellor,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,  
Recording Secretary Deanne Chaston,*

*Assistant Community Development Director  
Lyle Gibson,  
City Planner/GIS Specialist Shannon  
Hansell,  
City Attorney Paul Roberts, and  
City Parks and Recreation Director Colby  
Thackeray.*

Mayor **Brett Anderson** called the work session to order at 6:04 p.m. Mayor Pro Tempore/Councilmember **Scott Isaacson**, Councilmember **Amy Shumway**, and City Recorder **DeAnn Carlile** were excused.

### **EVERGREEN**

Interim City Manager **Brigham Mellor** mention that there had been an email for the public record sent from Trevor Evans of STACK development.

Councilmember **Alex Leeman** said he is not against commercial breaking ground at the same time as residential.

**Mellor** said there is a \$500,000 bond the Planning Commission suggested, and there is a way to do that. Evergreen is getting an impact fee credit, but the value is in the property. They are getting a \$350,000 credit instead of \$500,000. It still achieves the same goal the Commission wanted. It is in Evergreen's interest to develop as soon as they can, but they can't even show the property or build commercial until there are roads. There will be another sub-PMP and Development Agreement (DA) in the future. Tonight, discussion will be about the uses and maximum number of units they can get in there, which has been mentioned as 410. In exchange for the storm water retention and Right of Way (ROW), they wanted to know how many units they could get in there.

There is also the component of Evergreen needing financial help from the City to build a parking structure. **Mellor** said the City has a financing tool available to help fund the parking structure through tax increment and other things. Assistant Community Development Director **Lyle Gibson** said it is a timing issue, and it is worth noting that another option the Commission considered was that Evergreen can't get occupancy on the residential until they start the commercial. **Leeman** said the Commission was looking to secure that the commercial aspect won't evaporate.

**Gibson** said in the recent Commission meeting, the developer pushed hard that he can't get financing if the residential can't get occupancy until commercial construction starts. The Commission's recommendation is soft, and they came up with the bond idea on the fly. The general concept is that it is important that commercial is going to happen. The Commission

suggested taking out the exact number of units, but the number may creep up unless there is a cap set. The developer wanted to feel some confidence on the numbers of residential units that could be possible. **Mellor** said he has more heartburn with the possibility of not having a cap on the number of units. City Attorney **Paul Roberts** said the developer didn't seem to care about the number of units the last he knew.

**Leeman** said that when he attended the Commission meeting the first time this was on the agenda, the commissioners were a reluctant bunch. He wanted to know what changed since then. **Gibson** answered that they are O.K. with the residential, but the Commission has concerns with the details of the project and the massing of the structures. It is a long façade that should be broken up with architecture.

**Mellor** said Staff has been meeting 10 hours a week with a committee of the three most vocal commissioners. He would like to hold a training with the Planning Commission about what is in their purview and what isn't. Since the new City Attorney is still doing double duty between Farmington and Syracuse, he has yet to go through each of the items in the DA. Since there is not a full Council in attendance tonight, **Mellor** suggested closing the public hearing today, and then continuing the discussion when the entire Council can be in attendance. The Council could approve the rezone tonight, but probably wants to wait on the PMP and DA.

Councilmember **Roger Child** said the rezone doesn't seem to be a concern to anyone.

### **CLOSED SESSION**

Present:

*Mayor Brett Anderson,  
Interim City Manager Brigham Mellor,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,*

*Recording Secretary Deanne Chaston,  
Assistant Community Development Director  
Lyle Gibson, and  
City Attorney Paul Roberts.*

### ***Motion:***

At 6:21 p.m., Councilmember **Roger Child** made the motion to go into a closed meeting for the purpose of acquisition or sale of real property, as well as pending or imminent litigation.

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

Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

## Sworn Statement

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

---

**Brett Anderson**, Mayor

### ***Motion:***

At 7:02 p.m., Councilmember **Alex Leeman** made a motion to reconvene to an open meeting. **Child** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

## **REGULAR SESSION**

### **Present:**

*Mayor Brett Anderson,  
Interim City Manager Brigham Mellor,  
Councilmember Roger Child,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,  
Recording Secretary Deanne Chaston,  
Assistant Community Development Director  
Lyle Gibson,*

*City Planner/GIS Specialist Shannon  
Hansell,  
Assistant City Manager/City Engineer Chad  
Boshell,  
City Attorney Paul Roberts, and  
City Parks and Recreation Director Colby  
Thackeray.*

### **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:05 p.m. Mayor Pro Tempore/Councilmember **Scott Isaacson**, Councilmember **Amy Shumway**, and City Recorder **DeAnn Carlile** were excused.

### **Roll Call (Opening Comments/Invocation/Pledge of Allegiance)**

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

***Motion:***

Councilmember **Alex Leeman** moved that the City Council amend the agenda so that the Public Hearing items come after the Summary Action items.

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

Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

**BUSINESS:**

**Consider Approval of Great Western to Construct the Cemetery Irrigation System Project**

Parks and Recreation Director **Colby Thackeray** presented this agenda item. The bids that came in ranged from \$571,245 to \$677,668. Due to the sensitive nature of the property, it was crucial to get the right contractor.

Interim City Manager **Brigham Mellor** said there were some timing issues to consider when evaluating the bids. The busiest time for the cemetery is Memorial Day, and work needs to be done before the growing season in the spring. If the timing is not right, the grass could die off, which would defeat the whole purpose. There need to be allowances made for cemeteries as old as this one. After a strong wind storm, the line items for the cemetery were many, as it had to be ensured that the old headstones were being properly addressed.

With that said, some of the bids didn't have a completion date until into the spring, which would be too late. The City contracted a significant design, and the contractor agreed that the best choice for this project was Great Western, which has done projects in cemeteries similar to Farmington's. Assistant City Manager/City Engineer **Chad Boshell** said one bid was rejected because it was not signed. Great Western's bid was over budget by \$100,000.

***Motion:***

Councilmember **Roger Child** moved that the City Council approve the contract and bid from Great Western for the construction of the Cemetery Irrigation Replacement Project in the amount of \$652,906.

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

Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

**Consider Approval of Landmark Design for the Parks & Recreation Master Plan**

**Thackeray** presented this agenda item. This was put out as a Request For Proposal (RFP) to help the Parks Department develop a Master Plan. The three bids received ranged from \$96,750 to \$100,000. They were comprehensive, including tools to involve the community. This is on budget. **Mellor** mentioned that the Parks, Recreation, Arts and Trails (PRAT) Advisory Board

recommended using Landmark Design.

***Motion:***

**Child** moved that the City Council approve the contract and proposal from Landmark Design for the Parks and Recreation Master Plan Project for \$99,990.

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

Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

**Consider Approval of an Interlocal Cooperation Agreement with Kaysville City to Construct the Connector Road Project (950 North)**

**Boshell** presented this agenda item. 950 North is a joint project with Kaysville for the West Davis Corridor. The agreement was created 1.5 years ago, but has not yet been implemented. It is on track with both interchanges, and now Kaysville will take it over. The agreement lays out the management of the funds. Farmington is \$5.6 million and Kaysville is \$8 million. As invoices come in, Farmington will pay the money to Kaysville. The Right of Way (ROW) still needs to be purchased from the Utah Department of Transportation (UDOT) as it doesn't go all the way to Angel. This item is under budget. Staff recommends approval of this item, and Kaysville should have approved this agreement last week with no changes. City Attorney **Paul Roberts** has reviewed this.

***Motion:***

**Leeman** moved that the City Council approve the Interlocal Cooperation Agreement with Kaysville City for the 950 North Street Project.

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

Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Pipeline Crossing Agreement with Union Pacific Railroad for the Burke Lane Waterline Crossing
- Agreement with One Solar for a Water System Connection
- Agreement with Station Center Townhomes for a Water System Connection
- Improvements Agreement between Forza Terra, LLC and Farmington City for the Mountain View Phase 2 Development
- Retainer Contract for Phoenix Rebellion Therapy for Police for \$10,000

- Retainer Contract for Phoenix Rebellion Therapy for Fire for \$10,000

***Motion:***

**Layton** moved to approve the Summary Action List Items 1-6 as noted in the Staff Report.

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

Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

**PUBLIC HEARINGS:**

**A recommendation of approval for a Master Plan and Development Agreement on 25 acres of property located at approximately 1550 W. Burke Lane in the Office Mixed Use (OMU) zone**

Assistant Community Development Director **Lyle Gibson** presented this agenda item. The Staff and Commission have looked over this for months at this point. Evergreen is looking to acquire 14 acres of property off Burke Lane before the Denver and Rio Grande Western (D&RGW) Rail Trail, on the northwest intersection of Burke and Commerce Drive. Residential is left out of the OMU Zone. However, if multiple property owners come together to assemble 25 acres or more, and provide unique, tangible benefits to the City, the Council could consider a DA process that writes some new rules. Uses and flexibility of site layout can be added. If they show enough benefit to merit that process, the City could allow them residential on the northwest portion of the property. The City needs two acres for storm water retention for future roads the City is building in the area, and they can work with the developer to acquire those. The developer is showing a commercial pad on this property. The Planning Commission had ideas to commit the developer to do the commercial component, and the DA set some limitations on residential. The developer's 25 acres includes this City property, and the City wants a commitment that the use of their property would be for nonresidential uses. The DA also discusses building heights.

Applicant **Jeremy Carter** (Draper, Utah) addressed the Council. Evergreen's first 35 years were in commercial, and only the last 10 years has the company developed apartments. The future Commerce Drive allows five lanes, which will alleviate traffic in the area and provide a nice buffer between residential and future office development. The developer will be giving the land for the ROW and water retention. The area is currently zoned for six-story office buildings going up 90 feet. Executive-level housing will be needed for future businesses.

**Gibson** said the Commission had a lot of questions about the details of the project including parking, height, and architecture. Additional future agreements and steps in the development process will provide those details. Tonight the high-level big picture is being discussed.

**Mayor Anderson** said the City commonly hears concerns about density, traffic, water, staging of elevation, and how far away things are from existing development. He wants to clarify that there will be times in the future to address these concerns, and tonight it is not on the agenda to approve any of that.

**Leeman** said he was intrigued by an email from **Trent Taylor** with an alternative way of setting the setback. The current proposal mentions a 300-foot buffer distance from existing residential, where new development can be only two stories tall. However, **Taylor** proposes that the Rail Trail provides a more consistent line than the multiple different residential buildings. **Layton** agreed that it made more sense.

**Leeman** asked the applicant when they intended to break ground on residential and commercial. **Carter** answered he would like to break ground on the residential in July of 2023. Since Commerce Drive is expected to be completed the end of 2024, July 2024 is when commercial could break ground and begin a 12-month construction project. Residential construction is expected to take 27 months to complete. Therefore, Commercial will open first even though the residential broke ground first. Commercial businesses want to see the streets in before they begin construction.

**Mayor Anderson** opened the Public Hearing at 7:36 p.m.

**Kyle Stole** (1764 W. Burke Lane, Farmington, Utah) lives four houses down from this. Eight to 10 years ago, when this area was zoned OMU, a lot of people didn't want it. He thought it was a good suggestion from the City Council to provide a buffer from the nearby residential large lots and horses, transitioning from low density residential to medium and then higher density moving further east. He feels this should be followed by the current City Council. He dislikes the new residential going in everywhere around Farmington, as large apartment buildings are ugly and just keep on coming. He asked the Council for a buffer moving from low density to higher density.

**Trent Taylor** (664 N. 1725 W., Farmington, Utah) said the buffer is his biggest concern that he also voiced to the Planning Commission earlier. He feels there is more work to do, although he appreciates the work that has been done to agree on a 300-foot buffer. The ultimate thing is that Evergreen is asking for the City to grant a residential use, but there has to be give and take. The gas line in the 300 foot buffer renders the land somewhat undevelopable. **Taylor** works in the civil industry, and he sees how agreements evolve over time, which leads to shifts in buildings. He would like to make sure the City does this properly from the very beginning. He has concerns about parking, but knows he can voice those concerns later once the designs are provided. He proposes a 300-foot buffer measured off the Rail Trail. He said the neighbors' biggest concern is the buffer, and they do not want an immediate transition to heavy residential. They also don't want to see a shortage of parking boil over into the nearby light residential neighborhood. The new development needs adequate parking space.

**Jeanette Brown** (1746 Burke Lane, Farmington, Utah) addressed the Council via Zoom. Her home is the second from the east off Burke Lane, with her backyard backing onto the Rail Trail. She is in favor of buffering.

**Mayor Anderson** closed the Public Hearing at 7:46 p.m.

**Leeman** said he would rather use the Rail Trail as the definition point for the buffer. He would like to see a condition exploring a bond or escrow to make sure the applicant follows through on developing commercial. He said an email from **Trevor Evans** with Stack pointed out the need to treat everyone fairly. **Leeman** would like to guarantee commercial development in the area.

He wants City Attorney **Paul Roberts** and **Gibson** to see more details including a cap on the number of units, as the number could change.

**Mayor Anderson** said his concern is about staging the density. The City has addressed that issue in other developments that border single-family residents. Density should be graduated so the transition to multifamily isn't quite as stark. **Leeman** said he feels strongly about this issue as well. These projects aren't one and done, as they come back to the City five more times before they shovel dirt. Each time, the things get more and more detailed. Because engineering plans are expensive, an applicant doesn't want to invest in them until the Council has bought off on the concept first. After that, details such as the diameter of the water pipes can be calculated. That level of detail may not come right now for the buffers and height limitations.

**Child** said the Council has always been in agreement with height gradation and buffer zones, as these things have been looked at in great detail in other developments. He would like to consider the solution of using the trail and easement as a forced buffer. He asked if a vegetation buffer could be planted. **Mayor Anderson** recalled that there are restrictions to planning vegetation within so many feet of a gas line. **Boshell** said there is a no-build zone 50 feet off of gas lines which prevents buildings, driveways, and some landscaping.

**Leeman** said the entire northeast corner of the property becomes a detention basin landscaped as a park, which is public property. The City should pay close attention to the bottom corner on Burke Lane. While it is currently sunk down, the developer may add some fill to it. There is no question there will be a big change of scene there. He doesn't want two cities on each side of the Rail Trail.

**Child** said the timing of the construction of Commerce Drive is a chicken or egg issue. He hopes not to push traffic through residential neighborhoods, but that infrastructure requires budgets and development commitments. A lot of tenants don't want to come in without first seeing the infrastructure. The City has an obligation to getting Commerce Drive started, which takes the participation of property owners and developers. As construction proceeds on Commerce Drive, it will quiet many concerns, including those residents have about traffic.

***Motion:***

**Leeman** moved that the City Council table this item and ask Staff to come back with additional details in the Development Agreement.

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

Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

**Mayor Anderson** said it would be good to have entire council in attendance to vote on this item.

**A recommendation to rezone 6.57 acres of property for parcel 08-059-0045 at approximately 1550 W. Burke Lane from Agricultural Estates (AE) to Office Mixed Use (OMU). (Z-11-22)**

**Gibson** presented this agenda item. The City controls these 6.57 acres, which are in a holding Agricultural zone now although it is designated for future use as a Class A business park. The Planning Commission recommended approval of this rezone, and Staff feels it is safe to move forward with that. However, the Council may like to rezone it in connection with the previous agenda item.

**Gibson** said at the Commission's previous public hearing, the property owner to the south—who has trains on his property—expressed some concern with having the property zoned OMU right against his property. OMU is on the east side of their property. Negotiations are ongoing, and he wants some of the land to be left agricultural.

**Leeman** said the real reason to rezone this right now is because it is prerequisite to be combined with the property to the north, which when combined could qualify to use Section 140 for future development. This gives more flexibility. It has to be OMU to be combined.

**Mayor Anderson** opened the Public Hearing at 8:05 p.m.

**Trent Taylor** (664 N. 1725 W., Farmington, Utah) addressed the Council. He said the two agenda items go hand in hand, and he would like to see them approved together. He doesn't want to see the rezone go through and then have the DA to fall through. In his mind, seeing the two go in conjunction with each other is the best way to protect the transition and buffer.

**Kyle Stole** (1764 W. Burke Lane, Farmington, Utah) addressed the Council, saying he appreciated the City Council tabling the previous item and taking a careful approach. He knows the developer has property rights, but he would like to see the promises made to residents 8 to 10 years ago honored.

**Mayor Anderson** closed the Public Hearing at 8:08 p.m.

**Mayor Anderson** said that any time two different zones approach each other, there will be tension. Regarding the question of rezoning now or waiting, the City's previous practice is holding off on the rezone until they are comfortable with future plans. **Leeman** said anytime the City rezones, there is a worry about the side effects. The City owns the property, and the only reason to rezone it is to attach it to the project in the previous agenda item. He would rather table this item until he is more comfortable.

***Motion:***

**Child** moved that the City Council table the rezone of the 6.57 acres owned by Farmington City.

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

Councilmember Roger Child  
Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

**Leeman** said he appreciates the comments to get to solutions.

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Mellor** presented the Building Activity Report for August 2022. He said he is impressed with residents like **Taylor** and **Stole** who offer constructive feedback and try to help the community.

Regarding helicopters and pads within Farmington, **Mellor** said there are not a lot of options. The City doesn't police whether or not residents have helicopter licenses, and there is not anything prohibiting where a helicopter can be landed. A decade ago, no one could have ever imagined someone landing a helicopter on their own property on the east side of town.

**Mayor Anderson** suggested checking ordinances in Aspen and Breckenridge, Colorado, for noise control and aviation easements. **Mellor** said helipads as conditional uses need to be researched. He is concerned that a helicopter could crash, perhaps into homes, and start a fire. **Child** said the City has an annual event that brings helicopters from the fire station that are used for rides and demonstrations. Everyone should be treated the same, with the same care, and must abide by the same obligations. **Mellor** said he would have **Roberts** find out.

**Mellor** said that Allwest plans to start construction in November, as they already have a contractor. **Mayor Anderson** said that should be put in the newsletter for residents to hear about. He hopes they start where the citizens are the most underserved.

**Gibson** presented the latest in Goofy Property Boundaries, this one at 662 N. 100 E. When the property owners, moved in a couple of years ago, there was a shed on site, but that shed is technically on City property near trailhead parking. The owner wants to use the shed and buy the property from the City.

The next one is 108 W. 600 N., on the bend. The nearby owners have been using this 4,700 square feet as their yard for years even though it did not belong to them. In fact, their fence encloses it. The new owner intends to build a new home to replace the existing one onsite. The City property is cut off by the trail and not usable for anything else. A sewer line runs through the property, and the City maintains a gate on it. **Gibson** said if they are allowed full control, the City should maintain an easement and access to the utility. It can be deeded to them, and it can be made into one property. The value of the property is a question for another day.

**Leeman** said he prefers to sell it to them and keep the easement. **Child** said there are goofy property boundaries throughout the City, including a 4-foot gap between neighbors fences in the old part of town, where a handshake agreement allowed the grapes in no man's land to be harvested.

### **Mayor Anderson and City Council Reports**

**Layton** brought up an email from resident **David Padgett** about a high water bill for 1 million gallons. **Leeman** said he had concerns at the beginning of the summer about the City being able to catch excessive use of water before it became a big problem. That was when the Council was worried about residents using culinary water to water their yards during the drought. He was told that the City had a way to quickly detect and stop excessive water use. He asked what happened to that system and why a resident called with a water bill for \$3,200. If someone was cross-connecting culinary to the secondary water line, it wouldn't approach these numbers. The City needs to detect these sorts of things. **Leeman** said he is usually not sympathetic to these situations, but the City should have caught it. That is part of the City's job, and the City ought to accept some responsibility.

**Mellor** said the City can detect overages in some areas of the City, but not in other areas. He also questions how long the resident knew about increased water use. The resident had initially thought it was for secondary water. It is a valid question. The biggest concern is fire suppression. Some tanks hold 1 million gallons. **Mayor Anderson** said Public Works Director **Larry Famuliner** should look into proper software or metering.

**Mellor** said the Staff thinks it is fair to give the resident a break on his water bill. Although he is stressed out, the resident has been amiable and willing to work the bill out. He turned off the water and his whole yard sunk 6 inches after being elevated for three weeks. He was using 25 gallons a minute, although he thought it was secondary water. **Leeman** said he doesn't intend to let him off entirely. He would like to hear from **Famuliner** about why the City didn't detect this. **Child** said the resident should have said something before it got that bad. Councilmembers agreed the resident should be forgiven for all but \$500 of the \$3,200 bill.

**Mellor** said if Farmington doesn't have a detection system in place, or one that covers the whole City, it will have a far-reaching impact. **Leeman** said he cares enough about this issue that he wants things to go out to bid. **Mellor** said even the employees who handle the billing should have caught this the first or second month.

**Mayor Anderson** mentioned the email about the crosswalk by the elementary school, which he will forward to **Mellor**. There may be a safer route than crossing on the corner.

**Mayor Anderson** has received comments from a number of people about the roundabout by the University of Utah Health Center, as there have been a lot of close calls. He would like the traffic engineer to look at a safer way to stripe it. He said during high school lunch it is particularly bad. **Mellor** said the roads crew may understand it, and should talk to **Mayor Anderson** about it.

**Mellor** said he has talked to residents and the police about a strategy to try out handling parking south of the high school during football games. They will post signs that say no parking except for property owners and their visitors. It may be difficult to enforce, but residents want to try it out anyway.

There will be a short Council meeting on Tuesday, September 27, 2022.

The Council discussed the rumor about three men walking around Farmington Station human trafficking people. In October the City will be hiring a communications director, who can maybe help handle this Public Relations issue.

## **ADJOURNMENT**

### ***Motion:***

**Layton** made a motion to adjourn the meeting at 8:45 p.m. **Leeman** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Councilmember Roger Child

**X** Aye \_\_\_\_ Nay

Councilmember Melissa Layton  
Councilmember Alex Leeman

X Aye \_\_\_\_ Nay  
X Aye \_\_\_\_ Nay

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**DeAnn Carlile**, Recorder

DRAFT

# FARMINGTON CITY – SPECIAL CITY COUNCIL MEETING MINUTES

SEPTEMBER 27, 2022

## SPECIAL CITY COUNCIL MEETING

Present:

*Mayor Brett Anderson,  
Mayor Pro Tempore/Councilmember Scott  
Isaacson,  
Councilmember Melissa Layton,  
Councilmember Alex Leeman,*

*Councilmember Amy Shumway,  
Interim City Manager Brigham Mellor  
Assistant Community Development Director  
Lyle Gibson, and  
City Recorder DeAnn Carlile.*

## **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 2:00 p.m. Councilmember **Roger Child** was excused.

## **PUBLIC HEARINGS:**

### **Farmington City's intent to amend its General Plan to meet the State requirements related to Moderate Income Housing including minor text changes to use language required in Utah Code 10-9a-403**

Assistant Community Development Director **Lyle Gibson** presented this agenda item. The State requires annual reporting to them on progress following their moderate income housing requirement. This report is due October 1, 2022. The City must identify three specific goals on how to meet the State's criteria out of a pick list of 23. Because Farmington has a FrontRunner Station, they are required to have another goal, for a total of four. Farmington has had eight. As of the 2022 Session, the State modified the language of those goals in minor ways. Minor pieces of texts need to be amended to mirror the State's language verbatim. This will make it so Farmington is not left out of any transportation funding.

Councilmember **Amy Shumway** mentioned the name of internal and detached accessory dwelling units is always changing.

**Mayor Anderson** opened and closed the Public Hearing at 2:05 p.m. as nobody signed up in person or electronically to address the Council on the issue.

## ***Motion:***

**Shumway** moved that the City Council approve the enabling ordinance (enclosed in the Staff Report) amending the Moderate Income Housing component of the Farmington City General Plan.

## **Findings 1-3:**

1. The amendments maintain the same goals and objectives as previously adopted by Farmington City while bringing the language in the City's plan into compliance with what is required by the State of Utah.
2. Adding an additional element to prepare a Station Area Plan is new, but it has already been done, indicating it is consistent with the City's intent; furthermore, this goal is not an option for the City as the State requires all cities with fixed guideway stations to include this goal in their plans.
3. Updating the plan to meet the requirements of the State will keep the City in compliance and eligible for priority funding for transportation funding from the State of Utah. This is particularly important in the near term with large projects on the horizon.

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

|                                                |       |       |     |
|------------------------------------------------|-------|-------|-----|
| Mayor Pro Tempore/Councilmember Scott Isaacson | X Aye | _____ | Nay |
| Councilmember Melissa Layton                   | X Aye | _____ | Nay |
| Councilmember Alex Leeman                      | X Aye | _____ | Nay |
| Councilmember Amy Shumway                      | X Aye | _____ | Nay |

## ADJOURNMENT

### *Motion:*

**Councilman Alex Leeman** made a motion to adjourn the meeting at 2:07 p.m. **Shumway** seconded the motion. All Council members voted in favor, as there was no opposing vote.

|                                                |       |       |     |
|------------------------------------------------|-------|-------|-----|
| Mayor Pro Tempore/Councilmember Scott Isaacson | X Aye | _____ | Nay |
| Councilmember Melissa Layton                   | X Aye | _____ | Nay |
| Councilmember Alex Leeman                      | X Aye | _____ | Nay |
| Councilmember Amy Shumway                      | X Aye | _____ | Nay |

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**DeAnn Carlile**, Recorder

## AFFIDAVIT OF CLOSED MEETING DISCUSSION

STATE OF UTAH                    )  
                                              :ss.  
COUNTY OF DAVIS            )

I, Brett Anderson, as the presiding officer of the Farmington City Council, hereby swear and affirm as follows:

(1) a closed meeting was held on September 28, 2022, for the purpose of discussing the character and professional competence and physical or mental health of an individual / discussion regarding the deployment of security personnel devices or systems.

(2) The closed meeting for the discussion of these matters was convened at 2:09 pm and was concluded at 6:45 pm.

I hereby swear or affirm that the sole purpose of the meeting, or the portion of the closed meeting which was not recorded, was for discussion of the topic(s) referenced above.

**DATED** this 28th day of September, 2022.

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Brett Anderson, Mayor

**SUBSCRIBED AND SWORN** to before me this 28th day of September, 2022.

[Notary Stamp]

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NOTARY PUBLIC  
Residing at Davis County, Utah