



HISTORIC BEGINNINGS • 1847

Farmington City Planning Commission

March 23, 2023



PLANNING COMMISSION MEETING NOTICE AND AGENDA

Thursday March 23, 2023

Notice is given that Farmington City Planning Commission will hold a regular meeting at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:30 PM prior to the regular session which will begin at 7:00 PM in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so at crowe@farmington.utah.gov by 5 p.m. on the day listed above.

SUMMARY ACTION – *no public hearing*

1. Phil Holland – Applicant is requesting Final Plat approval for the Burke Lane mixed use project located at approximately 1500 Burke Lane.

SITE PLAN APPLICATION – *public hearing*

2. Davis County – Applicant is requesting consideration of a Development Agreement and an application for the Agriculture Planned District overlay zone, for a building addition and site plan amendments to the Legacy Events Center, located at 151 S 1100 W. The applicant is also requesting Site Plan approval.

ZONE TEXT AMENDMENTS – *public hearings*

3. Farmington City – Applicant is requesting consideration for additional text and amendments to Farmington City Code Title 11: ZONING REGULATIONS. This amendment changes an Accessory Dwelling Unit (ADU) from a Conditional Use to a Permitted Use in multiple zoning districts. (ZT-7-23)
4. Farmington City – Applicant is requesting consideration for additional text and amendments to Farmington City Code Section 11-32-070: PARKING DEVELOPMENT, STANDARDS AND MAINTENANCE. The purpose of this amendment is to establish standards for the construction of parking structures and requirements for Electric Vehicle Charging Stations. (ZT-3-23)

OTHER BUSINESS

5. Miscellaneous, correspondence, etc.
 - a. Minutes Approval 03.09.2023
 - b. City Council Report 03.14.2023
 - c. Other

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

CERTIFICATE OF POSTING I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, and emailed to media representatives on March 17, 2023

Carly Rowe, Planning Secretary



Planning Commission Staff Report March 23, 2023

Item 1: Burke Lane Project – Final Plat

Public Hearing:	No
Application No.:	S-10-22, PMP-1-22,
Property Address:	Approximately 1500 Burke Lane
General Plan Designation:	TMU (Transit Mixed Use)
Zoning Designation:	OMU (Office Mixed Use)
Area:	2.02 Acres
Number of Lots:	-
Property Owner:	H Group Burke LLC
Agent:	Phil Holland

Request: *Applicant is requesting preliminary plat approval for the Burke Lane Project*

Background Information

This project proposes townhome and apartment uses, with mixed use retail/office areas. The site plan shows a continuation of the “greenway concept”, an active transportation corridor beginning further north at Spring Creek and culminating at the City’s future 14 acre park. The City Council approved the Schematic Subdivision and Project Master Plan on June 7, 2022 and the Planning Commission approved the Preliminary Plat on August 18, 2022.

Suggested Motion

Move that the Planning Commission approve the final plat for the Burke Lane Project, subject to all applicable Farmington City development standards and ordinances, and all Development Review Committee (DRC) comments, including that Harper Court be renamed to Harper Lane.

Findings:

1. There is sufficient parking for both the retail and commercial aspects of the project.
2. The project continues the “greenway concept” connecting the future mixed use office elements, to the City’s proposed park.
3. The project contains a commercial only concept, as well as live-work units fronting Burke Lane.

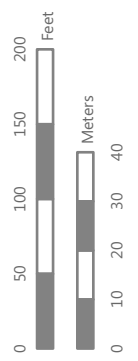
4. The project is consistent with other proposals for the Mixed Use district.
5. The developer has agreed to place half of 1400 West, an important connection to the surrounding Farmington Station Center Townhomes Mixed Use project.

Supplemental Information

1. Vicinity Map
2. Final Plat



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is not intended to be used for legal purposes. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.



VICINITY MAP

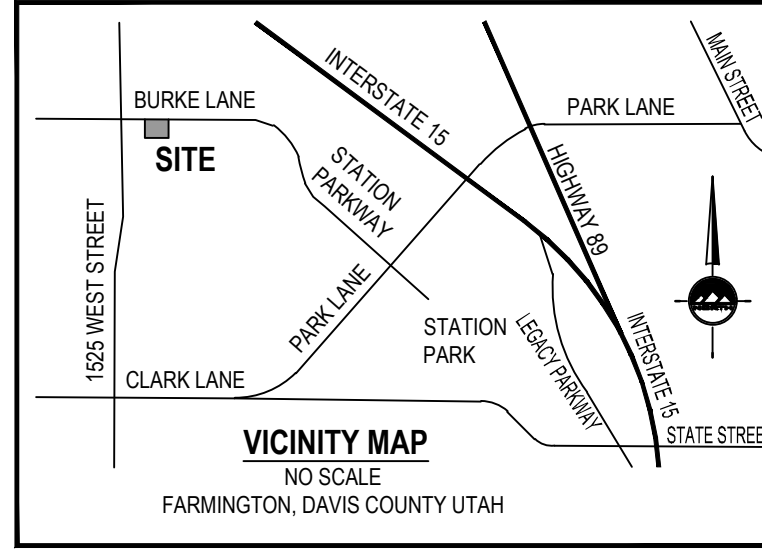
1451 West Burke Lane



THE BURKE MIXED USE, A PLANNED UNIT DEVELOPMENT (PUD)

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 14
TOWNSHIP 3 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
November 22

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	268.50'	4.66'	0°59'42"	S0°08'04"E	4.66'
C2	268.50'	56.77'	12°06'52"	S6°41'21"E	56.67'
C3	268.50'	61.43'	13°06'34"	S6°11'30"E	61.30'
C4	231.50'	9.36'	2°18'58"	N11°33'18"W	9.36'
C5	3.00'	4.71'	90°00'00"	S44°38'13"E	4.24'
C6	3.00'	4.71'	90°00'00"	S45°21'47"W	4.24'
C7	24.50'	22.55'	52°44'25"	S63°59'35"W	21.76'
C8	30.00'	47.12'	90°00'00"	N44°38'13"W	42.43'



SURVEYOR'S CERTIFICATE
I, **TRENT R. WILLIAMS**, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold License No. **8034679** in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act. I further certify that by authority of The Owners, I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements and that the monuments shown on this plat are located as indicated and are sufficient to accurately establish the boundaries of the herein described tract of real property and that it has been drawn correctly and is a true and correct representation of the herein described lands included in said subdivision based on data compiled from The County Recorder's office. I further certify that all lots meet frontage width and area requirements of applicable zoning ordinances.

BOUNDARY DESCRIPTION
A parcel of land situated in the South East Quarter Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian also being in Farmington City, Davis County, Utah. Being more particularly described as follows:
Beginning at a point on the southerly right-of-way line of Burke Lane, said point being North 00°20'03" East 1460.21 feet along the section line (NAD83 bearing: North 89°53'44" West between the southeast corner and the south quarter corner of said section 14, per the Davis County township reference plat) and South 89°38'13" East 500.00 feet from the South Quarter Corner of said Section 14 and running thence:
South 89°38'13" East 320.00 feet along the said Southerly Right-of-Way line;
thence South 00°21'47" West 275.00 feet;
thence North 89°38'13" West 320.00 feet;
thence North 00°21'47" East 275.00 feet to the Point of Beginning.
Contains: 88,000 square feet, 2.020 acres.

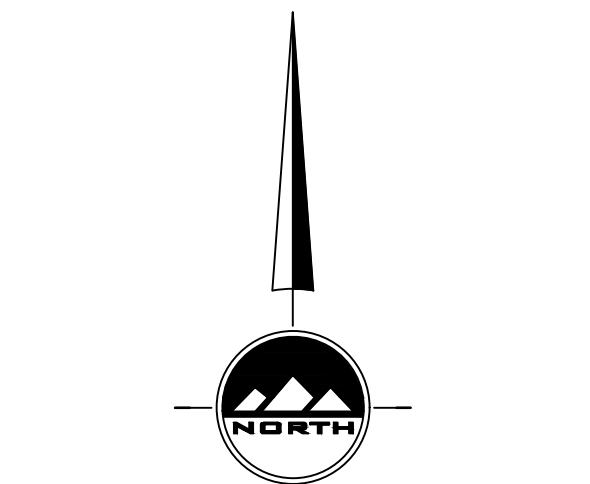
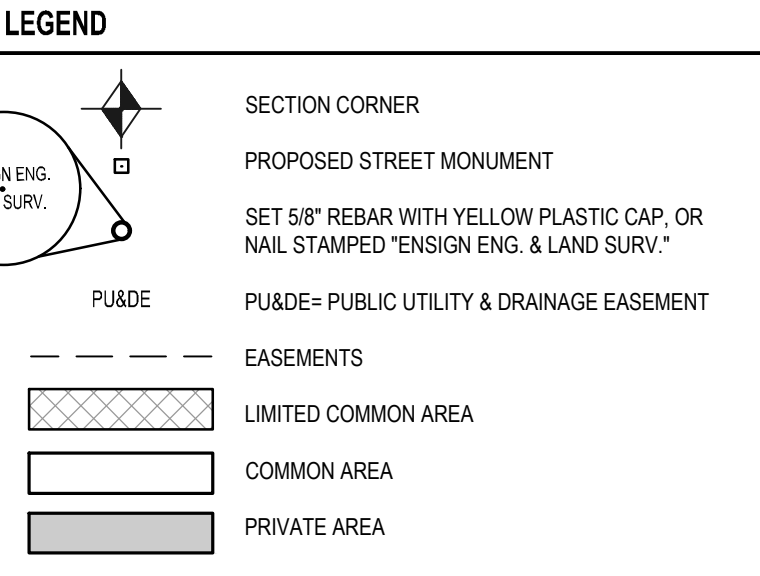
OWNER'S DEDICATION
We(I) the undersigned owners of the above described tract of land, do hereby set apart and subdivide the same into lots and streets (private streets/private rights-of-way) as shown hereon and name said tract:
THE BURKE MIXED USE, A PLANNED UNIT DEVELOPMENT (PUD)
Dedicate to public use all those parts or portions of said tract of land designated public as streets, the same to be used as public thoroughfares.
Dedicate and reserve unto themselves, their heirs, their grantees and assigns, a right-of-way to be used in common with all others within said subdivision (and those adjoining subdivisions that may be subdivided by the undersigned owners, their successors, or assigns) on, over and across all those portions or parts of said tract of land designated on this plat as private streets (private rights-of-way) as access to the individual lots, to be maintained by a home owners association whose membership consists of said owners, their grantees, successors, or assigns.
Grant and convey to the subdivision home owners association, all those part or portions of said tract of land designated as common space areas to be used for recreational and open space purposes for the benefit of each home owners association member in common with all others in the subdivision and grant and dedicate to the city a perpetual open space right and easement on and over the common areas to guarantee to **FARMINGTON CITY** that the common areas remain open and undeveloped except for approved recreational, parking and open space purposes.
Grant and dedicate a perpetual right and easement over, upon and under the lands designated hereon as public utility and public access easements with no buildings or structures being erected within such easements.
In witness whereof We(I) have here to set our hands(s) this _____ day of _____ A.D., 20____.

Date: _____
Trent R. Williams
License No. 8034679
OWNER'S DEDICATION
We(I) the undersigned owners of the above described tract of land, do hereby set apart and subdivide the same into lots and streets (private streets/private rights-of-way) as shown hereon and name said tract:
THE BURKE MIXED USE, A PLANNED UNIT DEVELOPMENT (PUD)
Dedicate to public use all those parts or portions of said tract of land designated public as streets, the same to be used as public thoroughfares.
Dedicate and reserve unto themselves, their heirs, their grantees and assigns, a right-of-way to be used in common with all others within said subdivision (and those adjoining subdivisions that may be subdivided by the undersigned owners, their successors, or assigns) on, over and across all those portions or parts of said tract of land designated on this plat as private streets (private rights-of-way) as access to the individual lots, to be maintained by a home owners association whose membership consists of said owners, their grantees, successors, or assigns.
Grant and convey to the subdivision home owners association, all those part or portions of said tract of land designated as common space areas to be used for recreational and open space purposes for the benefit of each home owners association member in common with all others in the subdivision and grant and dedicate to the city a perpetual open space right and easement on and over the common areas to guarantee to **FARMINGTON CITY** that the common areas remain open and undeveloped except for approved recreational, parking and open space purposes.
Grant and dedicate a perpetual right and easement over, upon and under the lands designated hereon as public utility and public access easements with no buildings or structures being erected within such easements.
In witness whereof We(I) have here to set our hands(s) this _____ day of _____ A.D., 20____.

By: **NAME**
COMPANY
It's: **TITLE**
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF UTAH J.S.
County of Davis
On the _____ day of _____ A.D., 20____
personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____
of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.
MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY.

GENERAL NOTES:
1. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUADE OR THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUADE AT THE LOT OWNER'S EXPENSE. OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUADE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUADE.
2. PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.
3. 5/8" X 24" REBAR AND CAP WILL BE PLACED AT ALL REAR LOT CORNERS AND FRONT LOT CORNERS WILL BE MARKED WITH A NAIL OR RIVET AT THE EXTENSION IN THE CURB.
4. RIGHTS TO THE LIMITED COMMON AREA BELONG TO THE NEAREST ADJACENT UNIT.
5. A SOIL REPORT HAS BEEN PREPARED AND SUBMITTED TO THE CITY FOR THE PROPOSED SUBDIVISION.

ADDRESS TABLE	
UNIT 1	XXXX CARLY-GRAYSON WAY
UNIT 2	XXXX HARPER COURT
UNIT 3	XXXX HARPER COURT
UNIT 4	XXXX HARPER COURT
UNIT 5	XXXX HARPER COURT
UNIT 6	XXXX HARPER COURT
UNIT 7	XXXX HARPER COURT
UNIT 8	XXXX HARPER COURT
UNIT 9	XXXX HARPER COURT
UNIT 10	XXXX HARPER COURT
UNIT 11	XXXX HARPER COURT
UNIT 12	XXXX HARPER COURT
UNIT 13	XXXX HARPER COURT
UNIT 14	XXXX HARPER COURT
UNIT 15	XXXX HARPER COURT
UNIT 16	XXXX HARPER COURT
UNIT 17	XXXX HARPER COURT
UNIT 18	XXXX HARPER COURT
UNIT 19	XXXX HARPER COURT
UNIT 20	XXXX HARPER COURT
UNIT 21	XXXX HARPER COURT



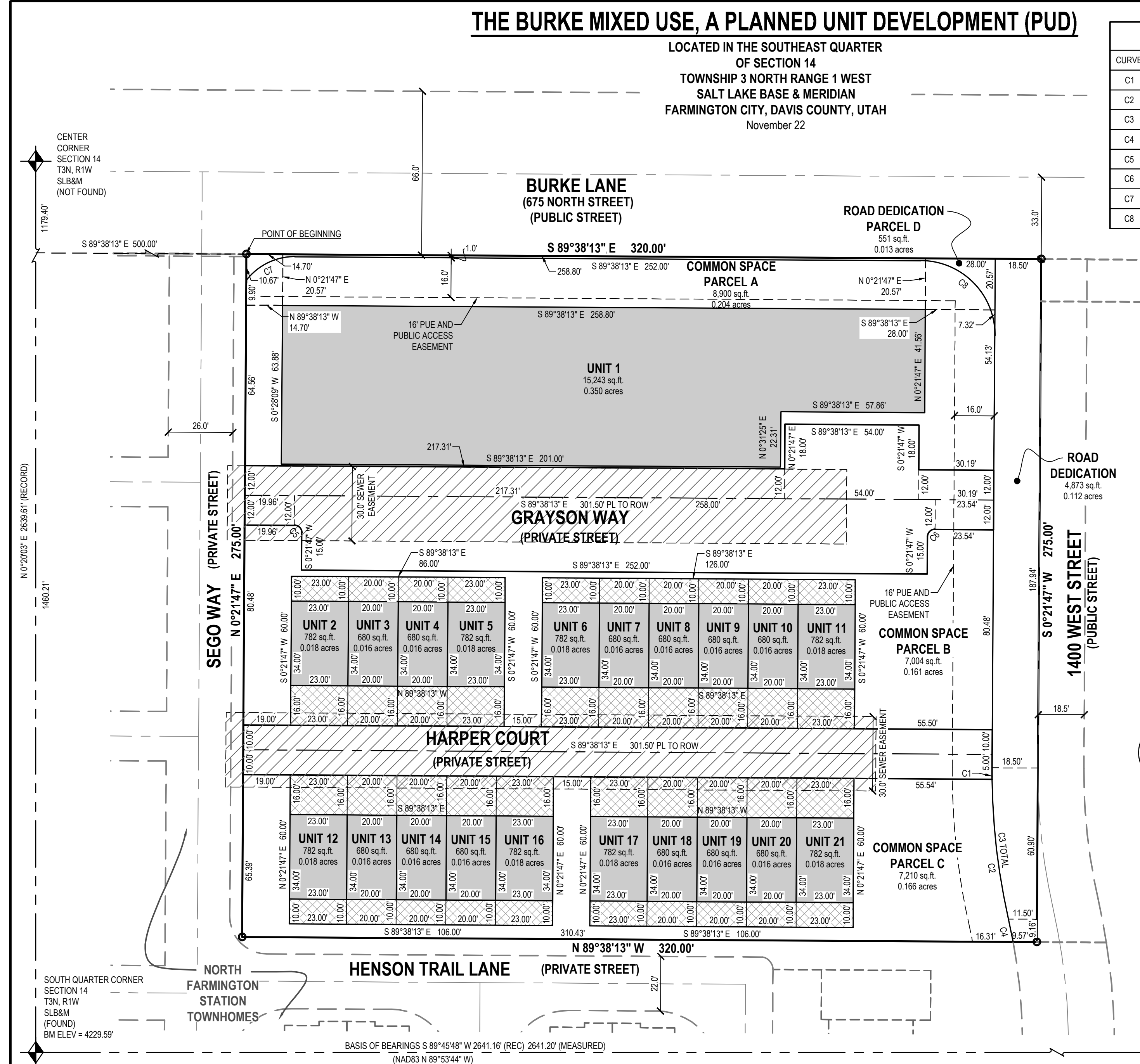
DEVELOPER
THG BURKE LLC
1082 WEST DUTCH LANE
KAYSVILLE, UTAH 84037
801-668-1565
PHIL HOLLAND

WEBER BASIN WATER CONSERVANCY DISTRICT
APPROVED THIS _____ DAY OF _____, 20____
BY THE WEBER BASIN WATER CONSERVANCY DISTRICT
WEBER BASIN WATER CONSERVANCY DISTRICT

SURVEY RECORDING DATA
DATE: _____
DRAWING NO. _____

By: **NAME**
COMPANY
It's: **TITLE**
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF UTAH J.S.
County of Davis
On the _____ day of _____ A.D., 20____
personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____
of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.
MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY.

THE BURKE MIXED USE, A PLANNED UNIT DEVELOPMENT (PUD)
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14
TOWNSHIP 3 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____
PROJECT NUMBER: 9964
MANAGER: C.PRESTON
DRAWN BY: J.MOSS
CHECKED BY: T.WILLIAMS
DATE: 12/7/22
BY _____
DAVIS COUNTY RECORDER
DEPUTY RECORDER



ENSIGN
LAYTON
919 North 400 West
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315
www.ensigneng.com

CENTRAL DAVIS SEWER DISTRICT
APPROVED THIS _____ DAY OF _____, 20____
BY THE CENTRAL DAVIS SEWER DISTRICT
CENTRAL DAVIS SEWER DISTRICT

CITY ATTORNEY'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE FARMINGTON CITY ATTORNEY
FARMINGTON CITY ATTORNEY

PLANNING COMMISSION APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE CITY PLANNING COMMISSION APPROVAL
CHAIRMAN, FARMINGTON CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE FARMINGTON CITY ENGINEER
FARMINGTON CITY ENGINEER

CITY COUNCIL APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BY THE FARMINGTON CITY COUNCIL
CITY RECORDER CITY MAYOR

SHEET 1 OF 1
PROJECT NUMBER: 9964
MANAGER: C.PRESTON
DRAWN BY: J.MOSS
CHECKED BY: T.WILLIAMS
DATE: 12/7/22
BY _____
DAVIS COUNTY RECORDER
DEPUTY RECORDER



Planning Commission Staff Report March 23, 2023

Item 2: Site Plan approval, a Development Agreement/General Development Plan, and application for the Agriculture Planned District overlay zone for a building addition and site plan amendments to the Legacy Events Center.

Public Hearing: Yes
Application No.: SP-13-22
Property Address: 151 S. 1100 W.
General Plan Designation: PPR - PUBLIC/PRIVATE RECREATION OPEN SPACE AND OR PARKS VERY LOW DENSITY
Zoning Designation: Agriculture (A)
Area: Approx. 56 Acres
Property Owner/Applicant: Davis County

Request: Davis County is transitioning the use of the Legacy Events Center from a fairground equestrian type facility to a site focused on supporting youth sporting events.

Background Information:

Over many years the Legacy Events Center site along Clark Lane and 1100 West has evolved in its use. Recently the County has determined that equestrian facilities and the county fair would no longer be part of this property. New facilities in other parts of the county are in the works to house these functions in some fashion while a new direction has been determined for the subject property. The County Commission has approved funding to remodel the existing large arena building and create a large expansion to accommodate space for large youth sporting events and tournaments. With hopes to encourage additional use of the facilities, support demand for services for County residents, and to drive more business activity to the County, the center looks to support a variety of sporting activities and other potential events throughout the year.

To date some of the open stables have been removed and having been made aware of the county's interest in pursuing the project, the City has been working on creating a process whereby the proposal could more appropriately be considered and reviewed, the Agriculture Planned District (AP District). The existing zoning (A) governing the property is established primarily to accommodate single family homes and farms, while the zoning allows for 'public use' as a conditional use, the many unique functions of the events center property geared largely to facilitate commercial activity and recreation aren't a clean fit with the existing zoning. The purpose of the AP District is "to provide, where deemed appropriate by the City Council, non-residential and non-agriculture development compatible with and which enhances the purposes of the [A zone]., to allow sustainable and economically viable development which will enhance

the community as a whole as well as immediately surrounding neighborhoods and existing property uses. To ensure for orderly preplanning and long-term development of properties; and the creation of a cohesive development plan that will be viable, sustainable, and implements the goals and objectives of the Farmington City General Plan and other plans as adopted.” Also, “To enable the adoption of measures providing for development harmonious with surrounding areas.”

“AP Districts may be established on parcels of land which are suitable for, and of sufficient size, to be planned and developed in a manner consistent with the purposes and objectives of this chapter, the Farmington City General Plan and/or other area plans as adopted.”

The process recently adopted by the City Council allows for consideration and allowance of unique rules regulating the specific property. Rather than zone the site commercial and opening the door for anything that zoning may permit, or rather than modify the regulations of the existing zoning which would apply to all agriculture areas of the city, the AP District process gives the City and the applicant (in this case the County) the ability to create rules that apply to the specific site through a development agreement. To this end a development agreement has been worked on which addresses a variety of issues, the following are among the key considerations where the project would vary from the typical rules of the Agriculture zoning district:

- Building Height – Current Allowance, 27 ft. (Existing Building, approximately 50 ft. tall), Proposed expansion (approximately 50 ft. tall)
- Use of Property – Current Allowed Uses ([11-10-020](#)) ... Proposed Uses include those currently allowed with additional focus on indoor and outdoor recreation, trade shows, mass gatherings.
- Electronic Message Sign – Existing Electronic Message Sign is a non-conforming sign. This existing sign would be removed and a new Electronic Message Sign would be installed east towards the new main entrance.

The County is proposing a remodel of the existing 2,000 seat (approx. 60,000 sq. ft.) arena and an expansion with a new larger 3,000 seat (approx. 103,000 sq. ft.) arena north of the existing building. 5 existing fields will remain with the option to build a ‘championship field’ with the arena expansion. Long term the site is projected to include 8 total fields as shown in the DA.

AREA TABLE	
TOTAL AREA OF SITE:	26.8 ac
PERCENTAGES	
PROPOSED STRUCTURES:	8.9%
EXISTING STRUCTURES:	5.2%
PARKING:	61.4%
SERVICE AREAS/ HARDSCAPE:	8.1%
LANDSCAPING:	16.4%

The design team has included a table demonstrating the amount of parking provided compared to what is required by city ordinance:

PARKING CALCULATIONS	
REQUIRED FOR BASE BID: 1,912 STALLS REFER TO CALCULATION BELOW	PROVIDED IN BASE BID: 2,010 STALLS ³
<p><u>FARMINGTON CITY ORDINANCE 11-32-040</u> MINIMUM PARKING SPACES REQ:</p> <p>- AUDITORIUMS, ASSEMBLY HALLS ETC.(A)= 1 PARKING SPACE(P) FOR EVERY 4 SEATS(S) - STORAGE, MANUFACTURING ETC.(S)= 1 PARKING SPACE(P) FOR EVERY 1,000 SF - LESS INTENSIVE COMMERCIAL(C)= 1.5 PARKING SPACE(P) FOR EVERY 1,000 SF</p> <p><u>CALCULATION:</u> NEW BUILDING(A): 3,000 S @4/S=750 P EXISTING ARENA(A): 2,200 S @4/S=550 P CURRENT SOCCER FIELDS(A)¹: 2000 S @4/S=500 P EXISTING BLDG. 1(A)²: 3,333SF@1 OCC/15SF/4=56P EXISTING BLDG. 2(A)²: 10,000SF@1 OCC/15SF/4=167P EXISTING BLDG. 3(S): 10,000SF@1P/1000SF=10P EXISTING MAINT. BLDG.(C): 2,400SF @ 1.5P/1000SF=4P TOTAL: =1,912 PARKING STALLS</p> <p>¹ 125 OCCUPANTS PER 12 HALF FIELDS. BASED ON 5 EXISTING FIELDS AND AN ADDITIONAL 1 FIELD IN BID OPTION 2 ² IBC 2018 ASSEMBLY WITHOUT FIXED SEATS =15SF PER OCCUPANT</p>	<p>NORTH PARKING: 566 EAST PARKING: 493 MAIN PARKING: 257 WEST PARKING: 437 EMPLOYEE PARKING: 47 RV PARKING: 24 SOUTHERN PARKING LOTS: 186</p> <p>ACCESSIBLE STALLS: 38 EMERGENCY VEHICLE STALLS: 2</p> <p>TOTAL STALLS³: 2,010 TOTAL NON-ADA STALLS³: 1,972</p> <p><u>ACCESSIBLE PARKING:</u> REQUIRED: 31 PROVIDED: 38</p> <p>- 1001 SPACES AND OVER = 20, PLUS 1 FOR EACH 100, OR FRACTION THEREOF, OVER 1000</p> <p><u>CALCULATION</u> 1,986 STALLS³ = 20+11(1,010 STALLS) = 31 ADA STALLS REQ</p> <p>³ EXCLUDES 21 TEMPORARY DROP OFF SPACES</p>

Per 11-7-040 (F), per the size of the building addition and acreage of development, the Planning Commission is the approval body for the site plan. Also, the Planning Commission is tasked with providing a recommendation to the city council regarding the request for the AP District and the accompanying agreement. The City Council has the final say in the terms of the applicable development agreement and whether or not to approve the proposed project.

The Development Review Committee (DRC) has been looking over the project design and working with the County on a variety of items to ensure that the site will property function. The proposed agreement includes consideration for elements such as sidewalk and improvements to ensure adequate traffic flow.

It is the finding of staff that the site meets the required parking per city ordinance, has sufficient landscaping, meets setback requirements, and other applicable standards not identified as needing approval through the proposed DA.

It is requested that the Planning Commission hold the required public hearing for the request and pass along a recommendation to the city council which includes any items that they wish the council to further consider in their deliberations that either need to be included, modified, or removed from the current version of the development agreement. The applicant has expressed the urgent need for decisions on this project and would request that a recommendation be made at this meeting allowing them to work through any additional items and concerns expressed by the Planning Commission before approaching and/or with the City Council who makes the final determination.

Suggested Motion:

The Planning Commission approve the site plan for the Legacy Events Center Project subject to approval of the AP District and Development Agreement which includes a General Development Plan (DGP) by the City Council and final approval of technical review by the Planning Department and the Development Review Committee.

AND

The Planning Commission recommend approval of the AP District and included Development Agreement/GDP subject to the following changes to the Development Agreement:

- Exhibit B shall be updated with drawings which show the required 8 ft. sidewalks along 1100 West and Clark Lane.

Findings:

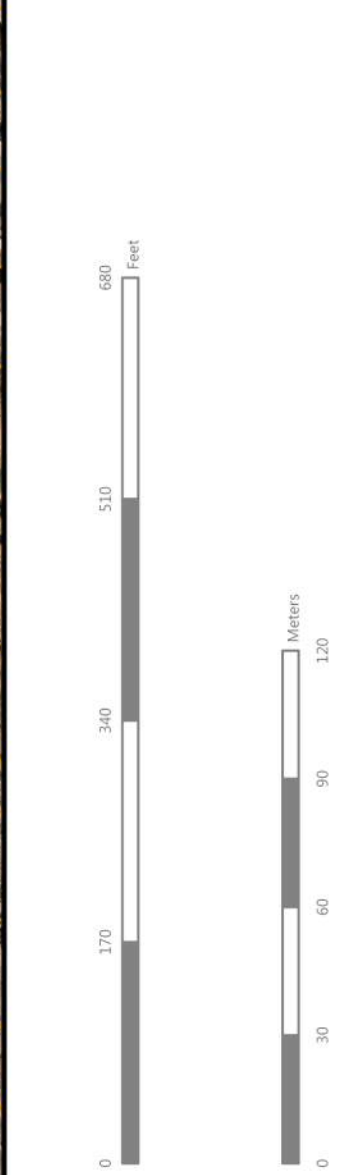
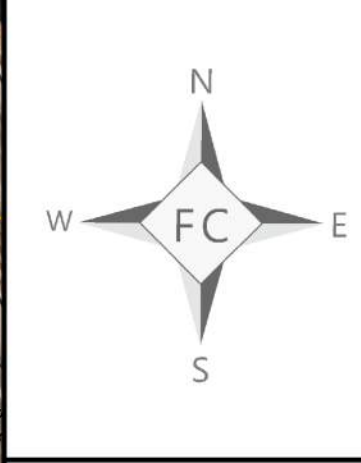
1. The proposed arena expansion maintains nearly the same height as the existing arena and together with the renovation of the existing arena maintains characteristics of the historic site and architectural form.
2. With the proposed road improvements including the traffic signal, the traffic study has indicated that the road system will be able to adequately handle the amount of traffic that the project will generate.
3. The proposed use is consistent with much of the actual historic use of the site and fits with the surrounding area.
4. With the approval of the enclosed Development Agreement, the site meets the applicable standards and requirements of the city's ordinances.
5. The proposed project is designed to safely manage the uses proposed on site while mitigating impacts on surrounding properties.

Supplemental Information

1. Vicinity Map
2. Site Plans
3. General Sign Plan
4. Floor Plans
5. Landscape Plans
6. Elevations
7. Development Agreement
8. Traffic Study Summary Pages and City Traffic Engineer Review Memo



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.



FARMINGTON CITY LEGACY EVENTS CENTER





360 west aspen avenue
salt lake city, utah 84101
801 532 4422

UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION.

NOT FOR CONSTRUCTION

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS THEREOF, ARE PROPRIETARY & CANNOT BE COPIED, DUPLICATED, OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM METHOD STUDIO INC.

project:
**LEGACY
EVENT
CENTER
EXPANSION /
REMODEL**

151 S 1100 W
Farmington, UT 84025

project#: 21.0610
date: NOV 29, 2022

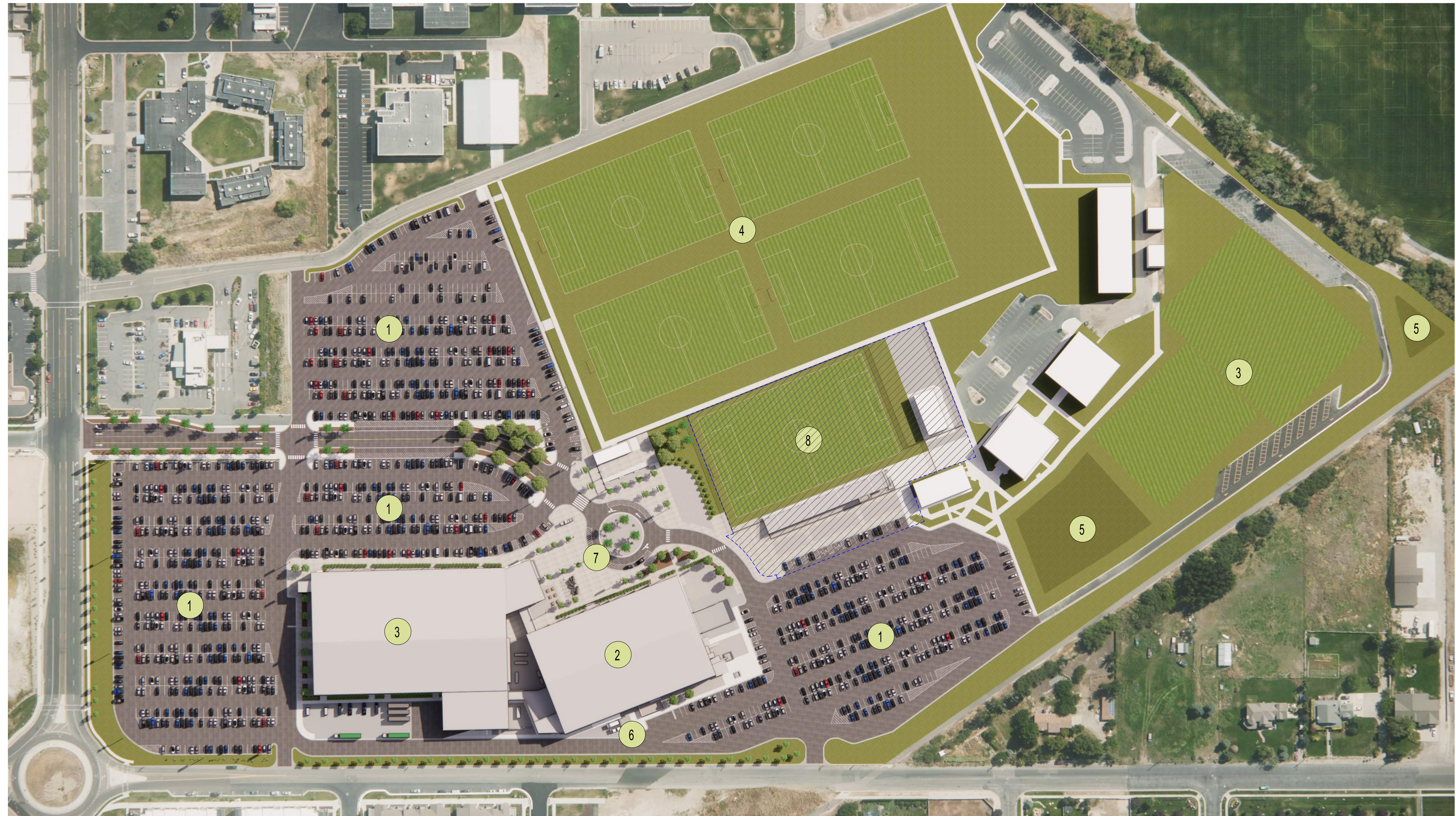
revisions :

title:
**RENDERED
PHASE 1
SITE PLAN**

sheet:

G000A

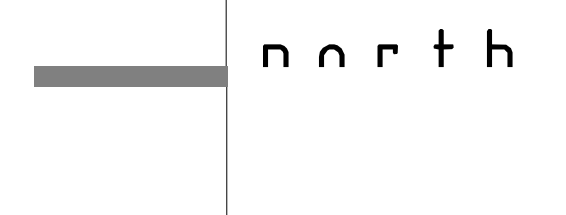
70% CD PROGRESS SET



B1 Rendered Site Plan
1/2" = 1'-0"

OVERALL SITE LEGEND

- ① REWORKED EXISTING PARKING LOT
- ② EXISTING BUILDING
- ③ NEW BUILDING ADDITION
- ④ GRASS SPORT FIELDS
- ⑤ DRAINAGE BASIN
- ⑥ REFUSE AREA
- ⑦ NEW DROP OFF AND PLAZA
- ⑧ FUTURE CHAMPS FIELD DESIGN





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project:
**LEGACY
EVENT
CENTER
EXPANSION /
REMODEL**

151 S 1100 W
Farmington, UT 84025

project#: 21.0610
date: NOV 29, 2022

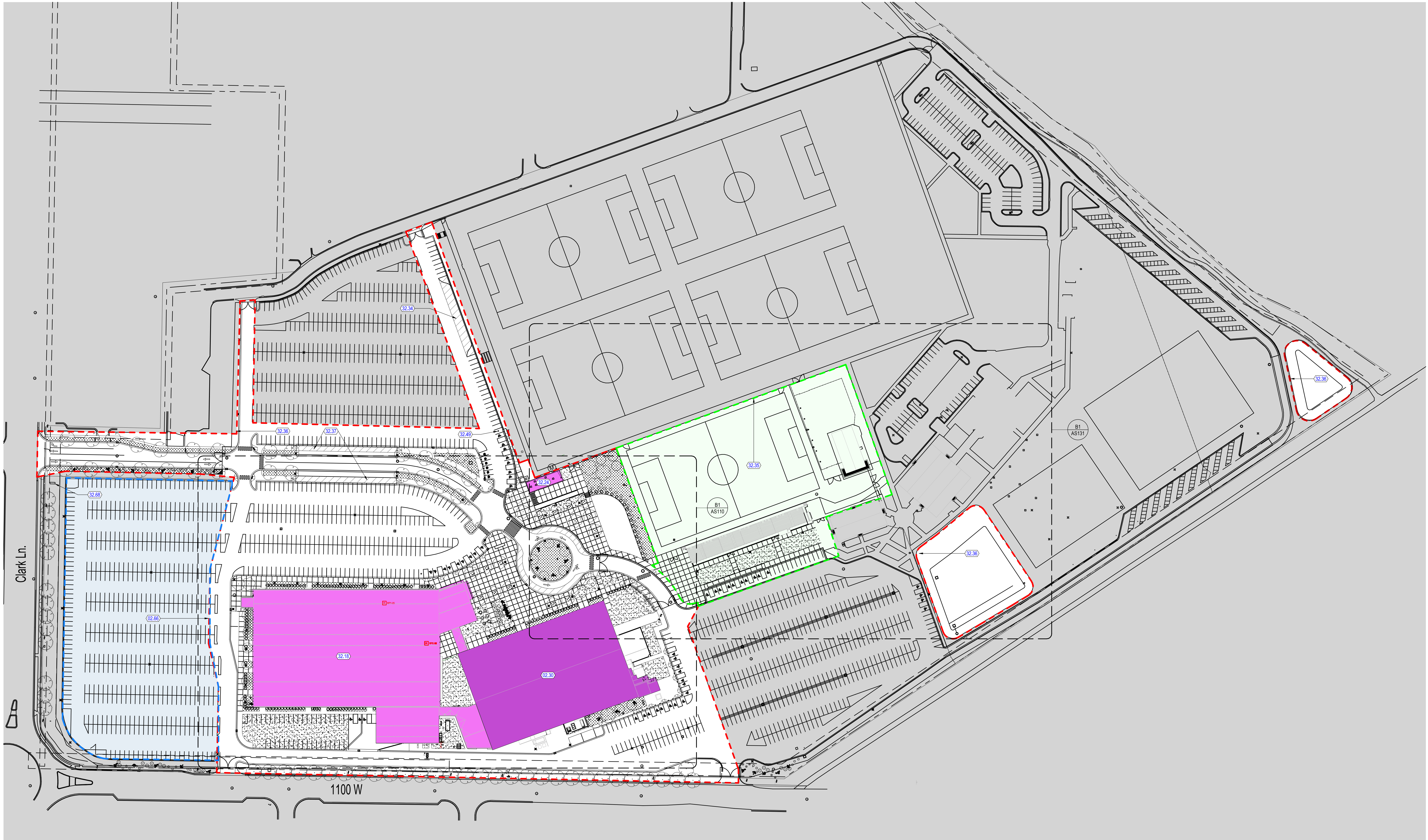
revisions:

title:
**SCOPE, SITE,
AND
STAGING
PLAN**

sheet:

AS102

70% CD PROGRESS SET



A1 ARCHITECTURAL SITE PLAN
1" = 80'-0"

GENERAL NOTES - SITE

- NO CROSS SLOPES GREATER THAN 2%
- ALL LANDINGS AT BUILDING EXITS NOT TO EXCEED 2% SLOPE
- ALL SIDEWALK CURB CUTS TO HAVE ADA ACCESSIBLE RAMP AND TRACTION WARNING
- DOORS SERVING SPACES WITH AN OCCUPANT LOAD OF 90 OR MORE SHALL SWING IN THE DIRECTION OF TRAVEL AND SHALL BE PROVIDED WITH PANIC HARDWARE. SEE SHEET SERIES A009
- SEE A060'S SHEET SERIES FOR TYPICAL SITE DETAILS
- GENERAL CONTRACTOR TO COORDINATE WITH LANDSCAPE AND CIVIL DRAWINGS AND SPECIFICATIONS
- SEE CIVIL FOR FULL ACCESSIBLE ROUTES AND SLOPES
- SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING DRAWINGS.

KEYED NOTES

02.30	EXISTING BUILDING TO REMAIN
02.85	STAGING AREA
02.16	NEW BUILDING ADDITION
02.24	DUMPSTER ENCLOSURE LOCATION, REFER TO SHEET A023
02.34	DROP OFF ZONE, RE: CIVIL
02.35	LANDSCAPED AREA, RE: CIVIL / LANDSCAPE PLAN
02.36	SITE STAIR, RE: SITE DETAILS
02.37	5'-6" ON GRADE CONCRETE, SCORE JOINTS IN A 10' X 10' STANDARD PATTERN, RE: CIVIL
02.49	MEDICAL VEHICLE PARKING
02.68	20'-30' HIGH BY 10' WIDE MARQUEE SIGN WITH DIGITAL DISPLAY ON 3 SIDES, DESIGN TO BE COORDINATED WITH FARMINGTON CITY.

SCOPE & STAGING LEGEND

- BASE BID SITE SCOPE BOUNDARIES
- STAGING AREA BOUNDARIES
- SITE BID OPTION 2 BOUNDARIES





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GENERAL NOTES - EXTERIOR ELEVATIONS

- 1 ALL EXPOSED STRUCTURAL EXTERIOR STEEL SHALL BE GALVANIZED WITHOUT CHROMATE COATING; SHOP PRIMED WITH HIGH PERFORMANCE COATING
- 2 SEE SHEET SERIES AS00% FOR WALL AND ASSEMBLY TYPES
- 3 SEE SHEET SERIES AS00% FOR DOOR AND WINDOW TYPES
- 4 SEE SHEET SERIES AS00% FOR ARRISDRAFT AND EIFS CORNICE PROFILES
- 5 SEE SHEET SERIES AS00% FOR EXTERIOR RAILING TYPES
- 6 SEE SHEET AS00% WINDOW SURROUND TYPES (195 - #)

KEYED NOTES

04.03	CONCRETE UNIT MASONRY
05.81	METAL SLIDING BARN DOOR AND FRAME
08.12	NEW DOOR AND FRAME, RE. DOOR SCHEDULE
08.45	SKYLIGHT

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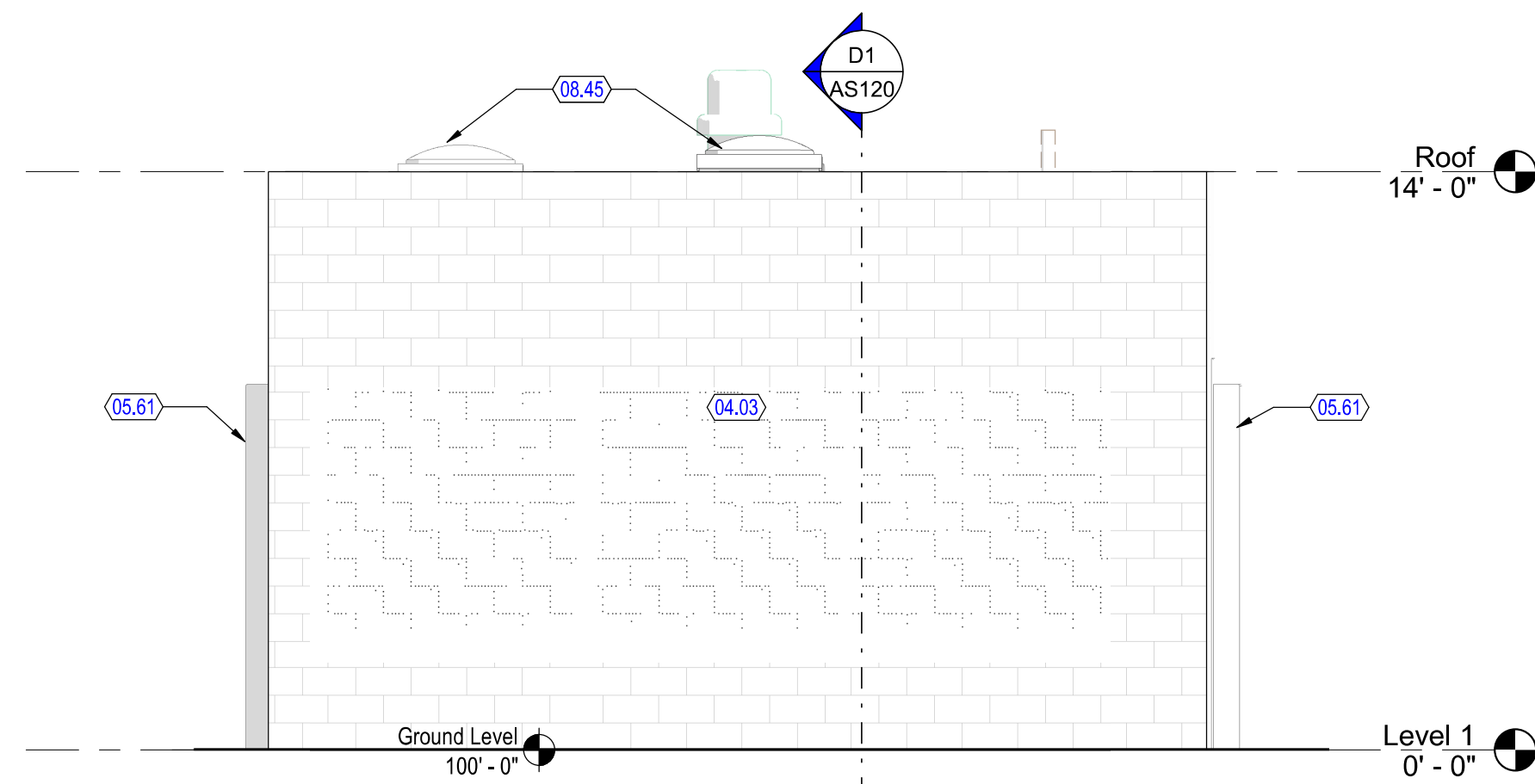
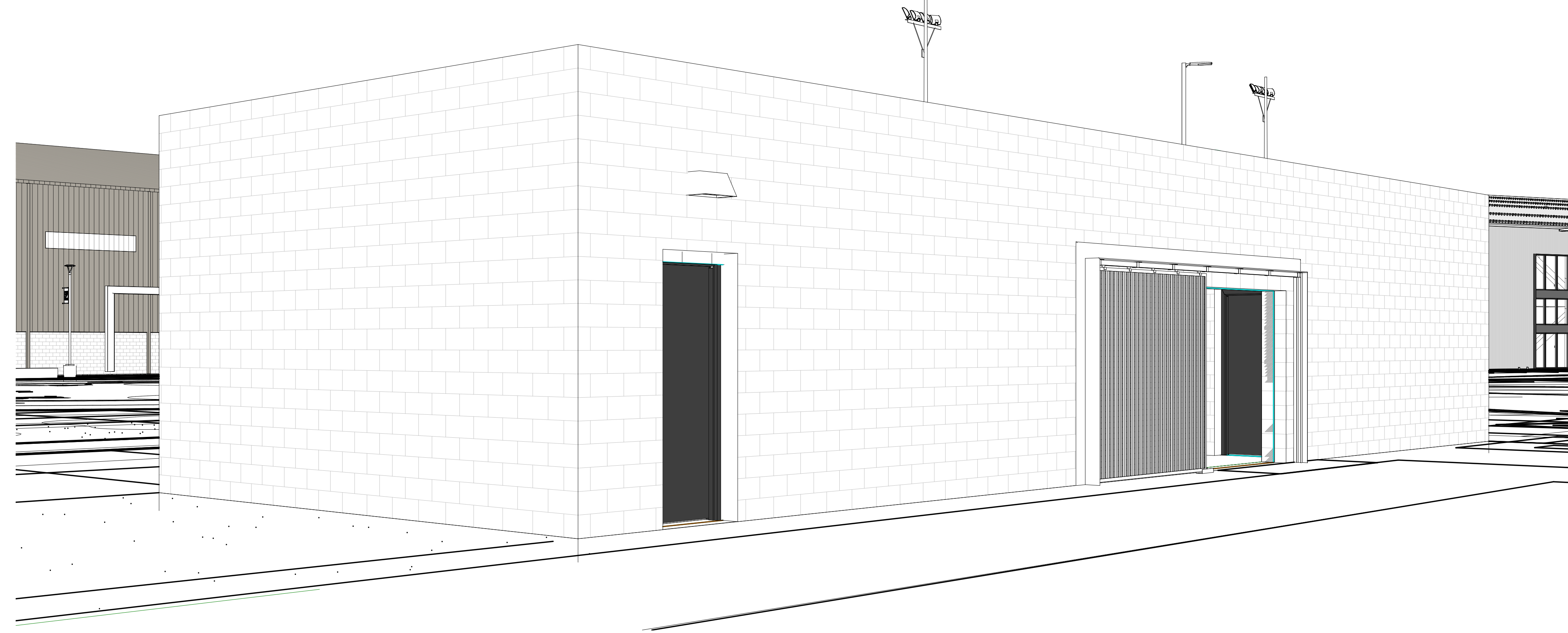
revisions:

title:
**BATHROOM
BUILDING
ELEVATIONS
AND DETAILS**

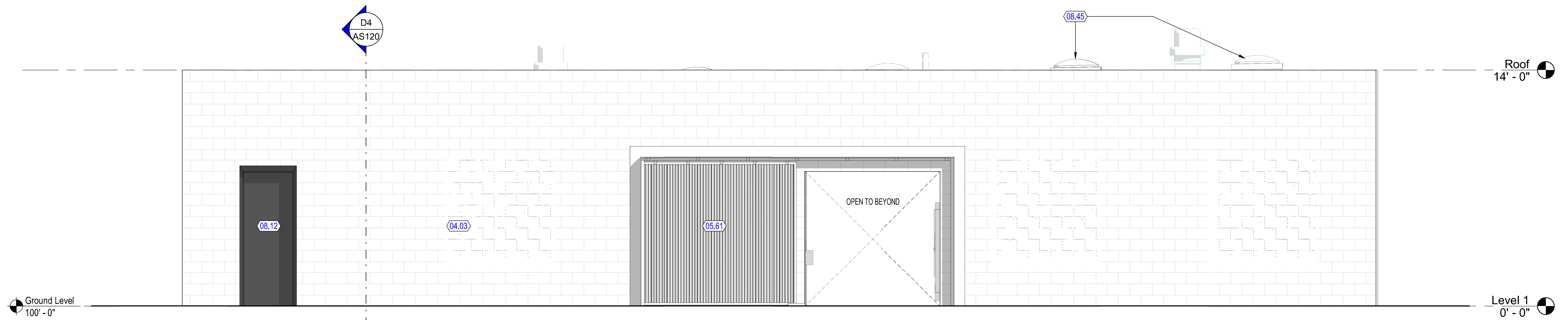
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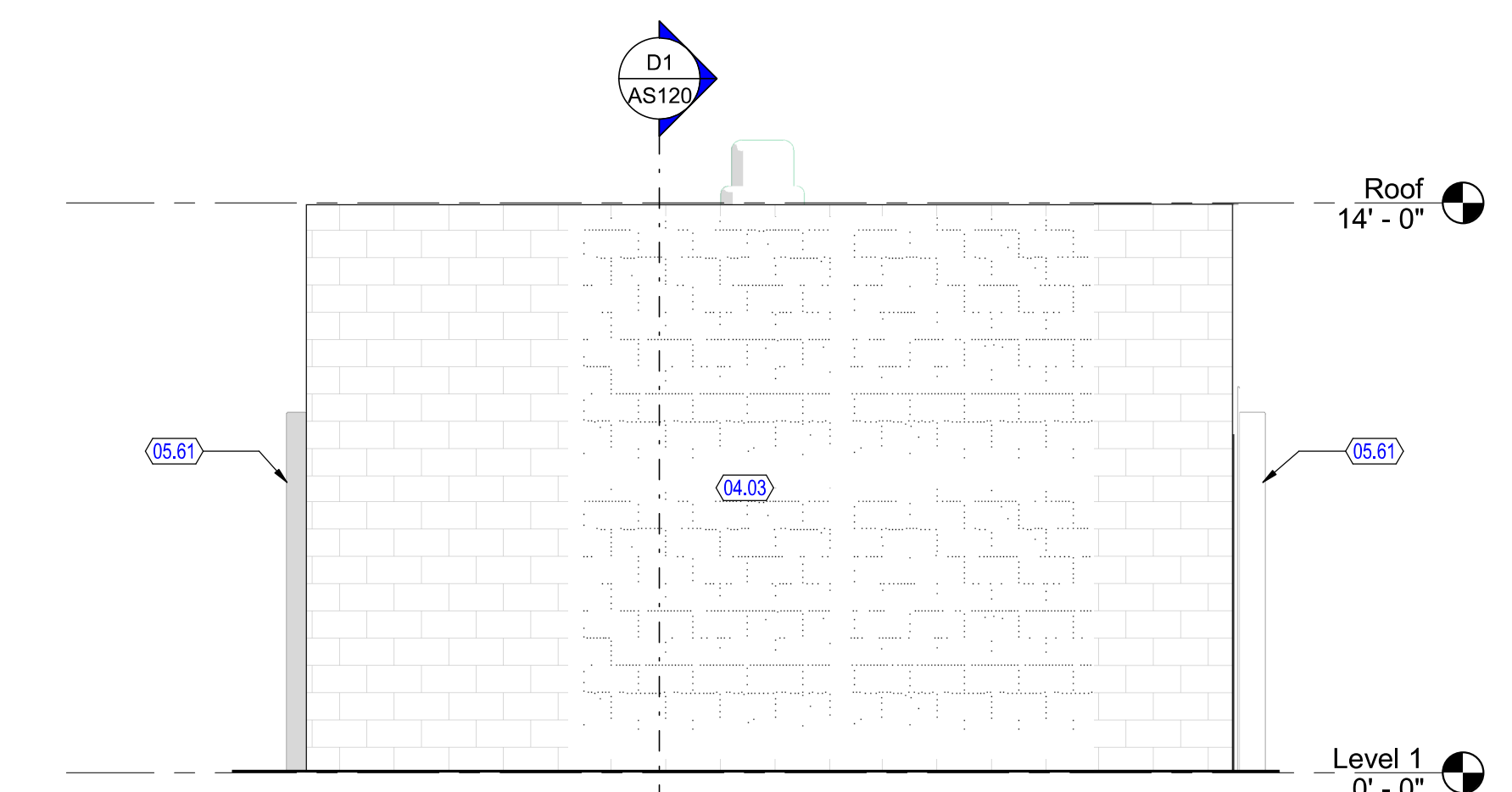
70% CD PROGRESS SET



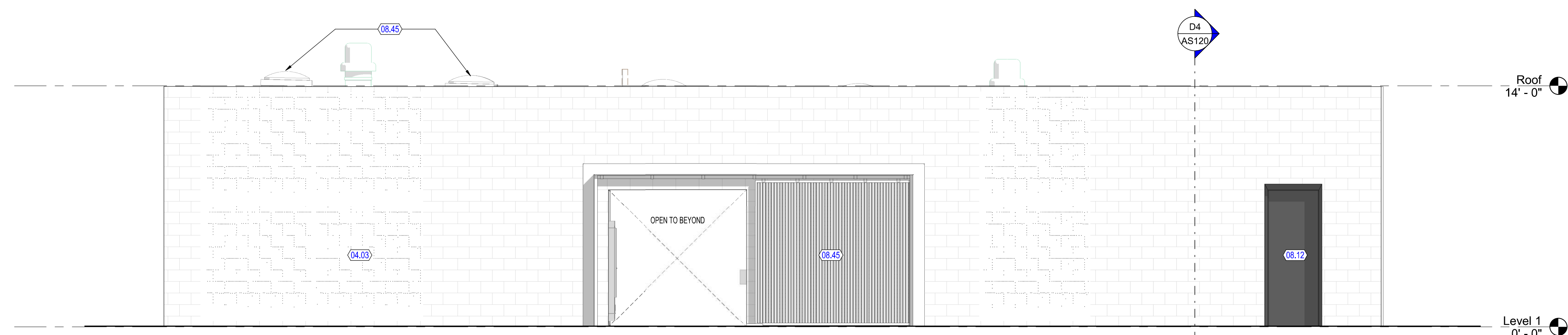
B1 Bathroom Building - North Elevation
1/4" = 1'-0"



B3 Bathroom Building - East Elevation
1/4" = 1'-0"



A1 Bathroom Building - South Elevation
1/4" = 1'-0"



A3 Bathroom Building - West Elevation
1/4" = 1'-0"



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project#: 21.0610
date: NOV 29, 2022

revisions:

title:
**SITE BID
OPTION 2 -
CHAMPS
FIELD**

sheet:

AS131
70% CD PROGRESS SET



B1 SITE PLAN - SITE BID OPTION 2 - CHAMPS FIELD
1" = 30'-0"

GENERAL NOTES - SITE

- NO CROSS SLOPES GREATER THAN 2%
- ALL LANDINGS AT BUILDING EXITS NOT TO EXCEED 2% SLOPE
- ALL SIDEWALK CURB CUTS TO HAVE ADA ACCESSIBLE RAMP AND TRACTION WARNING
- DOORS SERVING SPACES WITH AN OCCUPANT LOAD OF 50 OR MORE SHALL SWING IN THE DIRECTION OF TRAVEL AND SHALL BE PROVIDED WITH PANIC HARDWARE. SEE SHEET SERIES A800'S
- SEE A800'S SHEET SERIES FOR TYPICAL SITE DETAILS
- GENERAL CONTRACTOR TO COORDINATE WITH LANDSCAPE AND CIVIL DRAWINGS AND SPECIFICATIONS
- SEE CIVIL FOR FULL ACCESSIBLE ROUTES AND SLOPES
- SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING DRAWINGS.

KEYED NOTES

02.30	EXISTING BUILDING TO REMAIN
02.42	REMOVE & DISPOSE OF EXISTING COUNTER, PATCH AND PAINT WALLS AFTER REMOVAL TO CREATE A SEAMLESS FINISH
02.45	TREE TO BE REMOVED. REMOVE ALL ROOT SYSTEM AND PREP SITE FOR NEW CONSTRUCTION.
02.47	BATHROOM ACCESS
04.16	NEW 6" CMU WALL TO ENCLOSE GRANDSTANDS. RE: STRUCTURAL DRAWINGS
08.28	NEW UNDER GRANDSTANDS ACCESS GATE
32.14	NEW TURF FIELD
32.56	NEW 6" BLACK VINYL CHAIN LINK PERSONNEL GATE
32.57	NEW SOCCER BALL STOP NETTING
32.58	BASE BID BLACK VINYL CHAIN LINK FENCE
32.59	NEW CHAMPS FIELD SCOREBOARD
32.60	EXPANDED MAINTENANCE YARD
32.61	MAINTENANCE ACCESS GATE
32.63	PLANTING AND SEATING TO MATCH MEN'S CENTRAL PLAZA
32.64	NEW PARKING STALLS WITH CURBS AND GLITTER
32.65	NEW 6" BLACK VINYL CHAIN LINK FENCE
32.66	NEW 6" BLACK VINYL CHAIN LINK FENCE PUBLIC ACCESS GATE
32.67	EXISTING 6" BLACK VINYL CHAIN LINK FENCE

BID OPTION 2 LEGEND

- NEW BID OPTION 2 FENCING
- EXISTING FENCING





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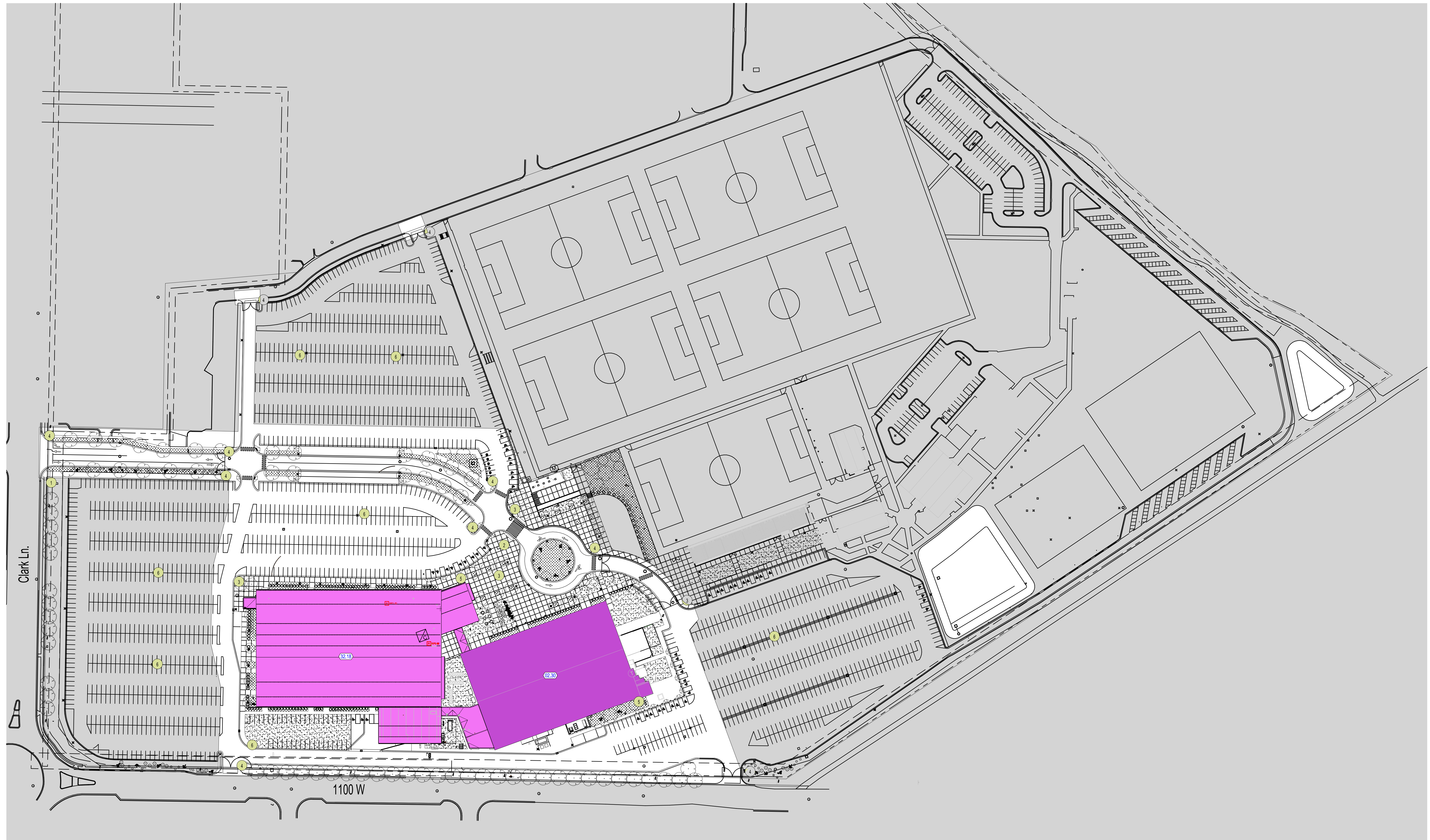
revisions:

title:
**SIGNAGE
SITE PLAN**

sheet:

AS103

70% CD PROGRESS SET



1 SIGNAGE SITE PLAN
1" = 80'-0"

GENERAL NOTES - SITE

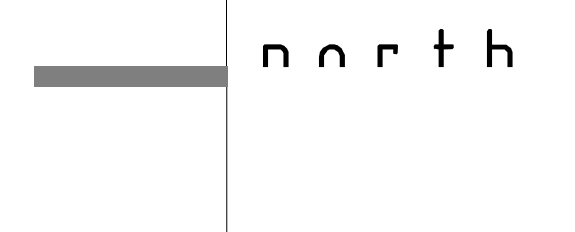
- 1 NO CROSS SLOPES GREATER THAN 2%
- 2 ALL LANDINGS AT BUILDING EXITS NOT TO EXCEED 2% SLOPE
- 3 ALL SIDEWALK CURB CUTS TO HAVE ADA ACCESSIBLE RAMP AND TRACTION WARNING
- 4 DOORS SERVING SPACES WITH AN OCCUPANT LOAD OF 90 OR MORE SHALL SWING IN THE DIRECTION OF TRAVEL AND SHALL BE PROVIDED WITH PANIC HARDWARE. SEE SHEET SERIES 650'S
- 5 SEE A60'S SHEET SERIES FOR TYPICAL SITE DETAILS
- 6 GENERAL CONTRACTOR TO COORDINATE WITH LANDSCAPE AND CIVIL DRAWINGS AND SPECIFICATIONS
- 7 SEE CIVIL FOR FULL ACCESSIBLE ROUTES AND SLOPES
- 8 SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING DRAWINGS.

KEYED NOTES

02.30	EXISTING BUILDING TO REMAIN
02.18	NEW BUILDING ADDITION

SITE SIGNAGE

- ① MARQUEE
- ② MONUMENT
- ③ LARGE WAY-FINDING
- ④ STREET / DIRECTIONAL
- ⑤ BLDG. SIGN
- ⑥ PARKING





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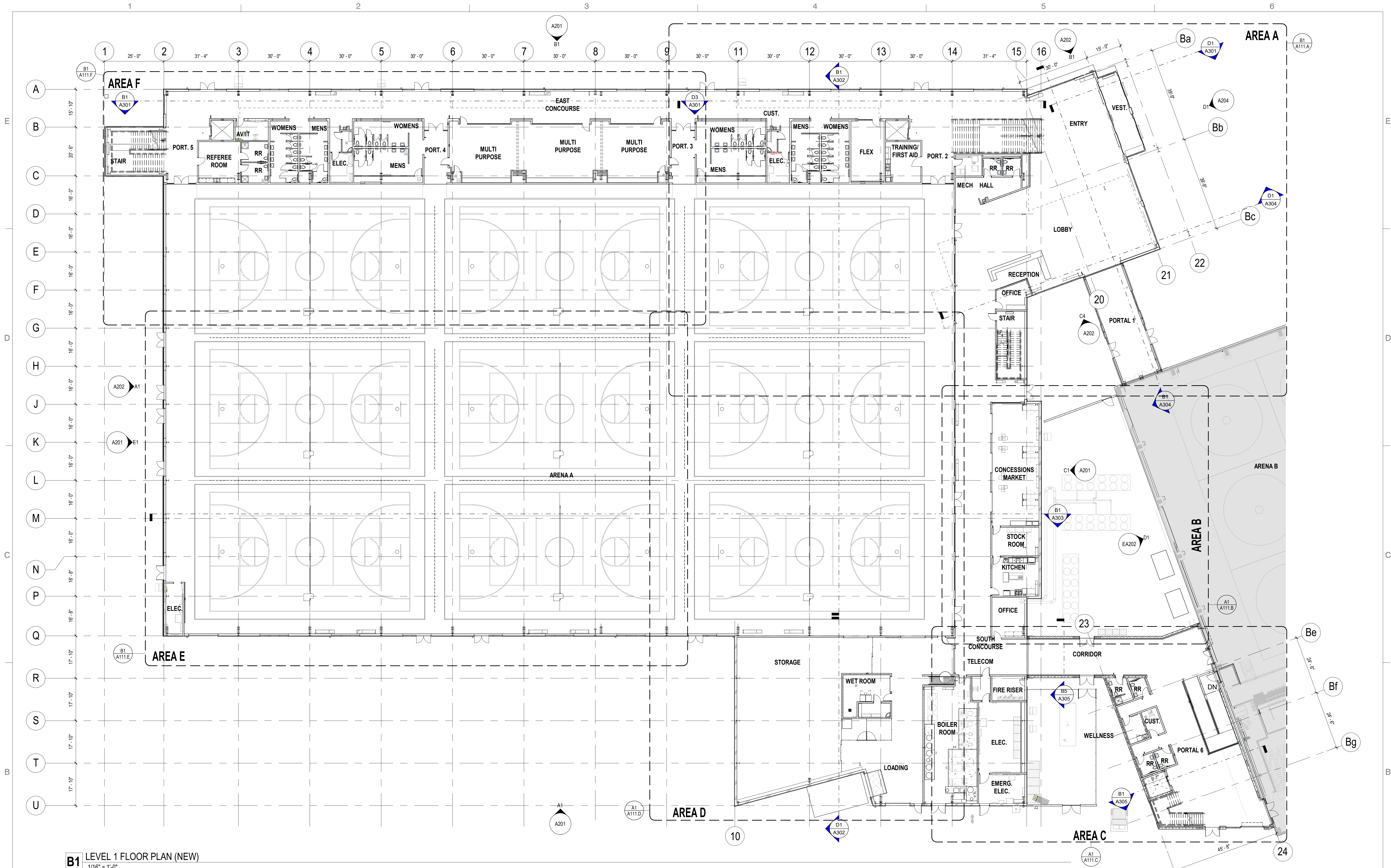
revisions :

title:
**NEW LEVEL 1
PLAN**

sheet:

A111

70% CD PROGRESS SET



B1 LEVEL 1 FLOOR PLAN (NEW)
1/16" = 1'-0"

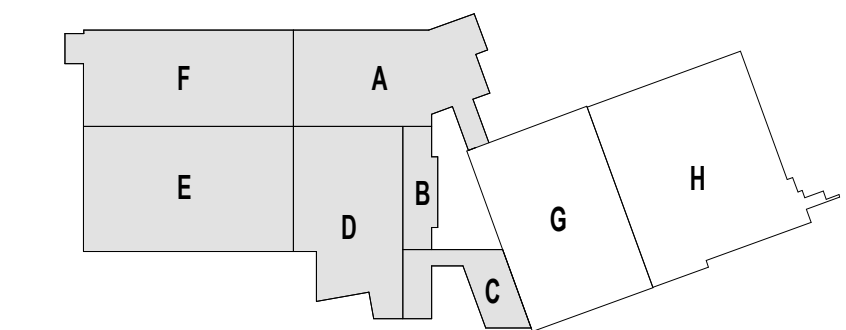
GENERAL NOTES - FLOOR PLAN

- GENERAL CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND SHALL REPORT TO THE ARCHITECT ANY UNKNOWN CONDITIONS, ERRORS, OR CONFLICTS IN THE DRAWINGS BEFORE BEGINNING WORK.
- DO NOT SCALE THE DRAWINGS.
- ALL EXPOSED INTERIOR COLUMNS TO BE PAINTED.
- ALL EXPOSED EXTERIOR STEEL TO BE GALVANIZED, UNLESS NOTED OTHERWISE.
- SEE 0004 FOR TYPICAL MOUNTING HEIGHTS. PROVIDE SOLID BLOCKING IN WALLS FOR ALL WALL-MOUNTED ITEMS WHETHER BLOCKING IS DEPICTED IN DRAWINGS OR NOT.
- COORDINATE ALL EQUIPMENT AND ACCESSORIES, INCLUDING ITEMS THAT ARE OWNER FURNISHED, OWNER INSTALLED.
- SEE SHEET SERIES A500s FOR WALL AND ASSEMBLY TYPES.
- SEE SHEET SERIES A600s FOR DOOR AND WINDOW TYPES.
- SEE ELEVATIONS AND FINISH SCHEDULES FOR SURFACE TREATMENTS AT WALLS.
- SEE ELEVATIONS, SECTIONS, AND DETAILS FOR ADDITIONAL WALL CONSTRUCTION INFORMATION.
- VERIFY CEILING HEIGHTS IN UNITS WITH SHEET SERIES A400s. CONTRACTOR TO VERIFY AND MAXIMIZE CEILING HEIGHT IN ALL AREAS DEPENDENT ON DUCTWORK LOCATIONS.

GENERAL NOTES - FLOOR PLAN

- ELECTRICIAN SHALL NOT SET ANY CEILING J-BOXES THAT ARE FOR LIGHTS BEFORE THE FINAL LOCATION OF THE DROPPED SOFFITS HAVE BEEN DETERMINED. THIS WILL ENSURE THAT THE LIGHTS THAT NEED TO BE CENTERED ARE CORRECTLY CENTERED BETWEEN THE SOFFITS.
- DOOR OPENINGS IN FRAME CONSTRUCTION WITH NO SPECIFIED DIMENSION ARE EITHER CENTERED IN THE LENGTH OF WALL RUN OR (IF DRAWN NEAR CORNER) LOCATED 4" FROM THE FACE OF ADJACENT STUD. ASSUME CENTERED IN FACE OF JAMB UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL EXAMINE ALL CONTRACT DOCUMENTS AND VISIT THE SITE DURING BIDDING TO DETERMINE THE TOTAL EXTENT AND SCOPE OF THE DEMOLITION PORTION OF THE WORK.
- MATERIALS AND SYSTEMS TO REMAIN THAT ARE ADJACENT TO AREAS OF DEMOLITION AND ARE TO BE PROTECTED AND RESTORED IF REQUIRED.
- WALL TYPES ARE TAGGED FOR ENTIRE WALL RUN, UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS ARE TO FACE OF METAL WOOD STUD FRAMED WALLS OR TO THE FACE OF CONCRETE/MASONRY WALLS AS SHOWN, UNLESS NOTED OTHERWISE.
- ALIGN CENTER LINE OF ALL STRUCTURAL ELEMENTS ON RESPECTIVE GRIDS, UNLESS NOTED/DIMENSIONED OTHERWISE.
- EVERY BID OPTION CHOSEN MUST BE COORDINATED WITH THE ARCHITECT AND OWNER.

FLOOR KEY PLAN





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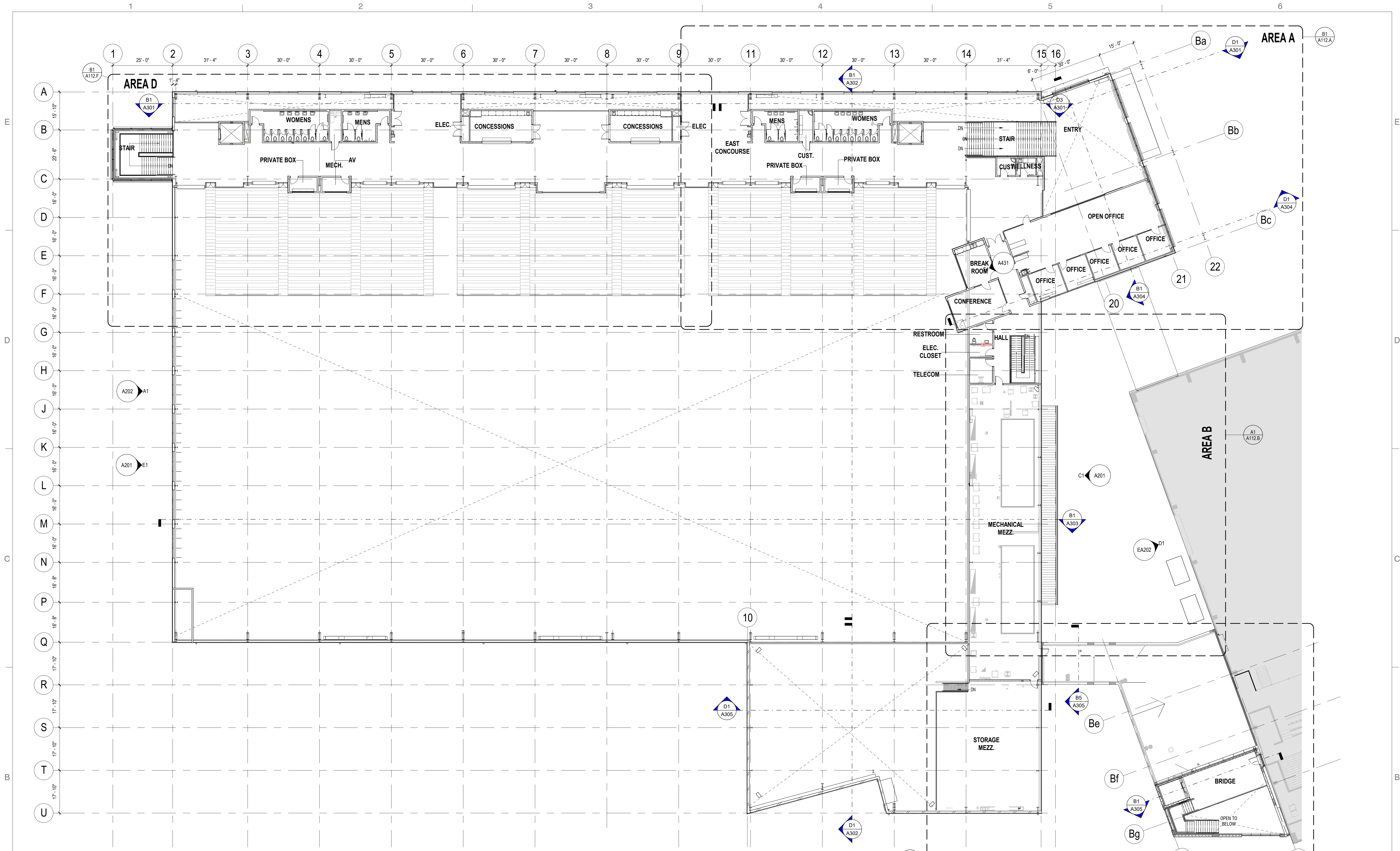
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project #: 21.0610
date: NOV 29, 2022
revisions :

title:
**NEW
MEZZANINE
PLAN**

sheet:
A112
70% CD PROGRESS SET



B1 LEVEL 2 FLOOR PLAN (NEW)
1/16" = 1'-0"

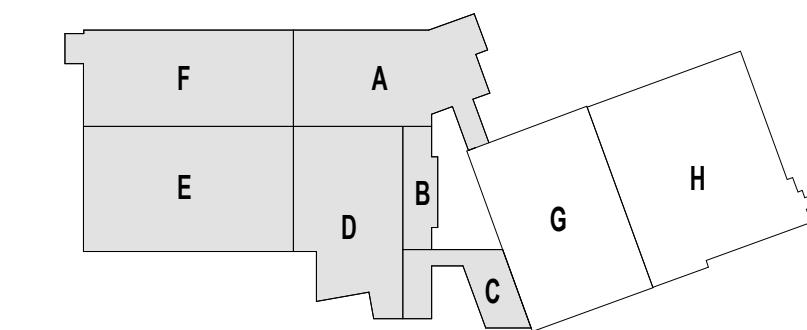
GENERAL NOTES - FLOOR PLAN

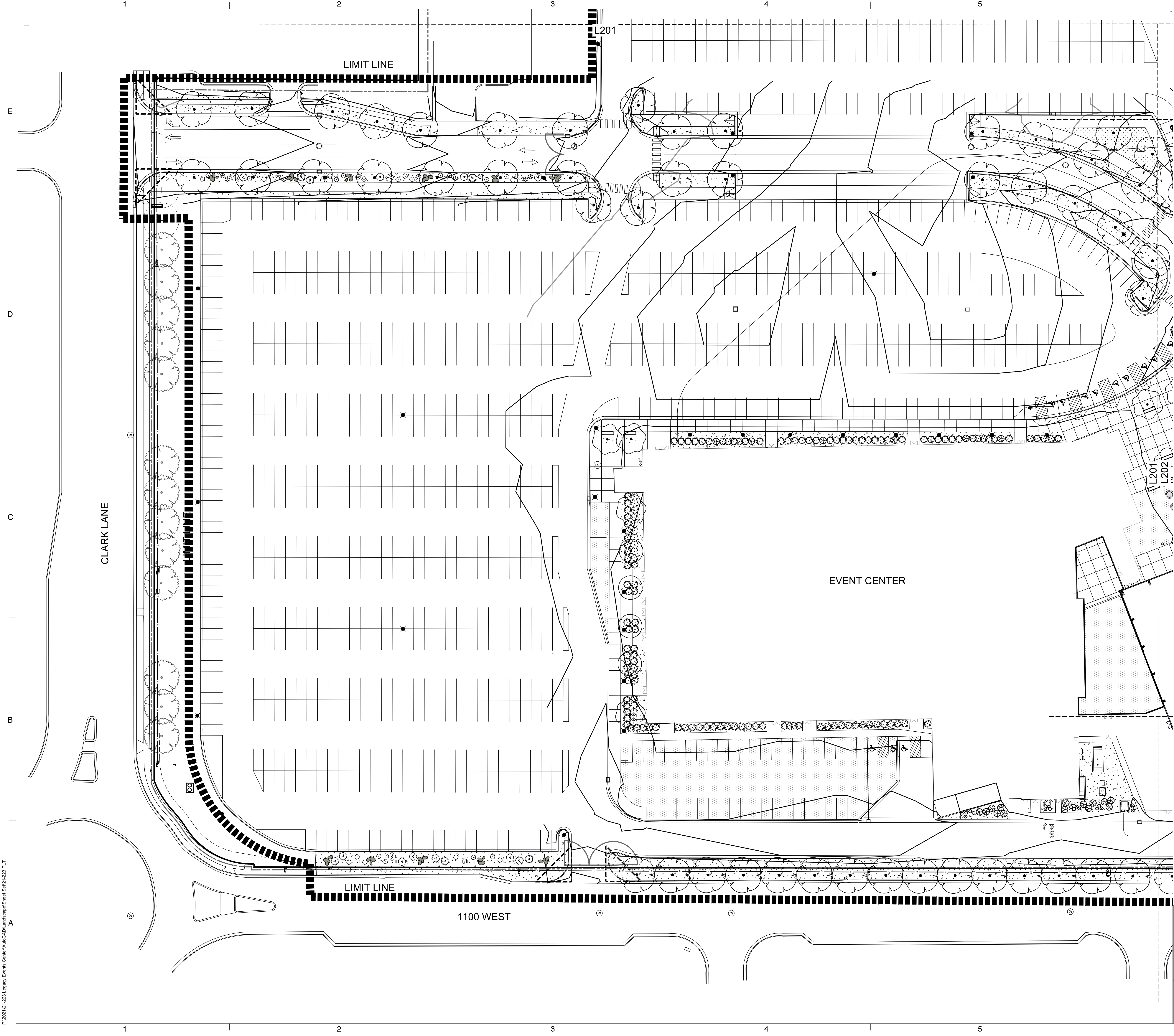
- 1 GENERAL CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND SHALL REPORT TO THE ARCHITECT ANY UNKNOWN CONDITIONS, ERRORS, OR CONFLICTS IN THE DRAWINGS BEFORE BEGINNING WORK
- 2 DO NOT SCALE THE DRAWINGS
- 3 ALL EXPOSED INTERIOR COLUMNS TO BE PAINTED.
- 4 ALL EXPOSED EXTERIOR STEEL TO BE GALVANIZED, UNLESS NOTED OTHERWISE
- 5 SEE GOODBY FOR TYPICAL MOUNTING HEIGHTS. PROVIDE SOLID BLOCKING IN WALLS FOR ALL WALL-MOUNTED ITEMS WHETHER BLOCKING IS DEPICTED IN DRAWINGS OR NOT
- 6 COORDINATE ALL EQUIPMENT AND ACCESSORIES, INCLUDING ITEMS THAT ARE OWNER FURNISHED, OWNER INSTALLED
- 7 SEE SHEET SERIES A500% FOR WALL AND ASSEMBLY TYPES
- 8 SEE SHEET SERIES A600% FOR DOOR AND WINDOW TYPES
- 9 SEE ELEVATIONS AND FINISH SCHEDULES FOR SURFACE TREATMENTS AT WALLS
- 10 SEE ELEVATIONS, SECTIONS, AND DETAILS FOR ADDITIONAL WALL CONSTRUCTION INFORMATION
- 11 VERIFY CEILING HEIGHTS IN UNITS WITH SHEET SERIES A400%. CONTRACTOR TO VERIFY AND MAXIMIZE CEILING HEIGHT IN ALL AREAS DEPENDENT ON DUCTWORK LOCATIONS

GENERAL NOTES - FLOOR PLAN

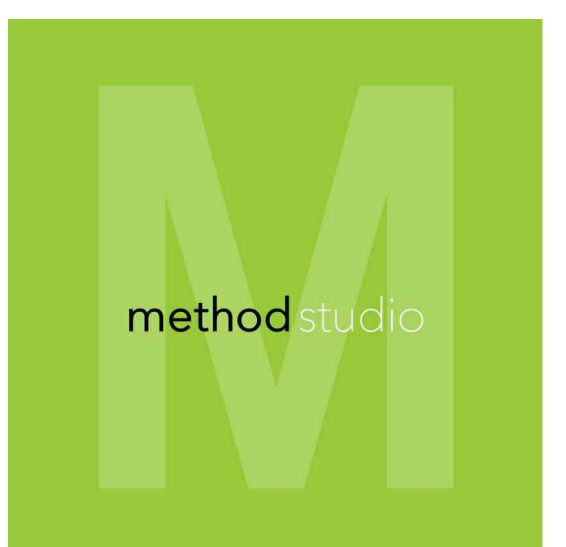
- 12 ELECTRICIAN SHALL NOT SET ANY CEILING J-BOXES THAT ARE FOR LIGHTS BEFORE THE FINAL LOCATION OF THE DROPPED SOFFITS HAVE BEEN DETERMINED. THIS WILL ENSURE THAT THE LIGHTS THAT NEED TO BE CENTERED ARE CORRECTLY CENTERED BETWEEN THE SOFFITS
- 14 DOOR OPENINGS IN FRAME CONSTRUCTION WITH NO SPECIFIED DIMENSION ARE EITHER CENTERED IN THE LENGTH OF WALL RUN OR (IF DRAWN NEAR CORNER) LOCATED 4" FROM THE FACE OF ADJACENT STUD. ASSUME CENTERED IN FACE OF JAMB, UNLESS NOTED OTHERWISE
- 15 CONTRACTOR SHALL EXAMINE ALL CONTRACT DOCUMENTS AND VISIT THE SITE DURING BIDDING TO DETERMINE THE TOTAL EXTENT AND SCOPE OF THE DEMOLITION PORTION OF THE WORK.
- 16 MATERIALS AND SYSTEMS TO REMAIN THAT ARE ADJACENT TO AREAS OF DEMOLITION AND ARE TO BE PROTECTED AND RESTORED IF REQUIRED
- 17 WALL TYPES ARE TAGGED FOR ENTIRE WALL RUN, UNLESS NOTED OTHERWISE
- 18 ALL DIMENSIONS ARE TO FACE OF METAL WOOD STUD FRAMED WALLS OR TO THE FACE OF CONCRETE/MASONRY WALLS AS SHOWN, UNLESS NOTED OTHERWISE
- 19 ALIGN CENTER LINE OF ALL STRUCTURAL ELEMENTS ON RESPECTIVE GRIDS, UNLESS NOTED OTHERWISE
- 20 EVERY BID OPTION CHOSEN MUST BE COORDINATED WITH THE ARCHITECT AND OWNER

FLOOR KEY PLAN

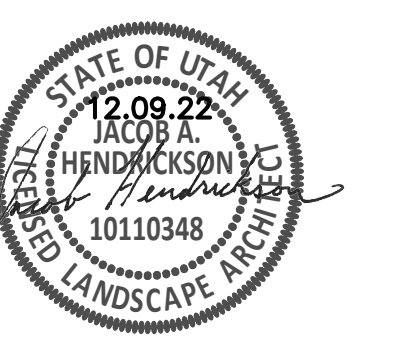




GENERAL NOTES:
 1. SEE L100 FOR PLANTING NOTES AND LEGEND.



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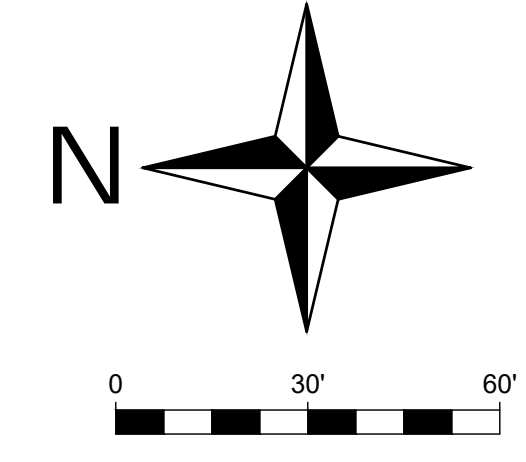
project:
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project #: 21.0610
 date: 12.09.22
 revisions :

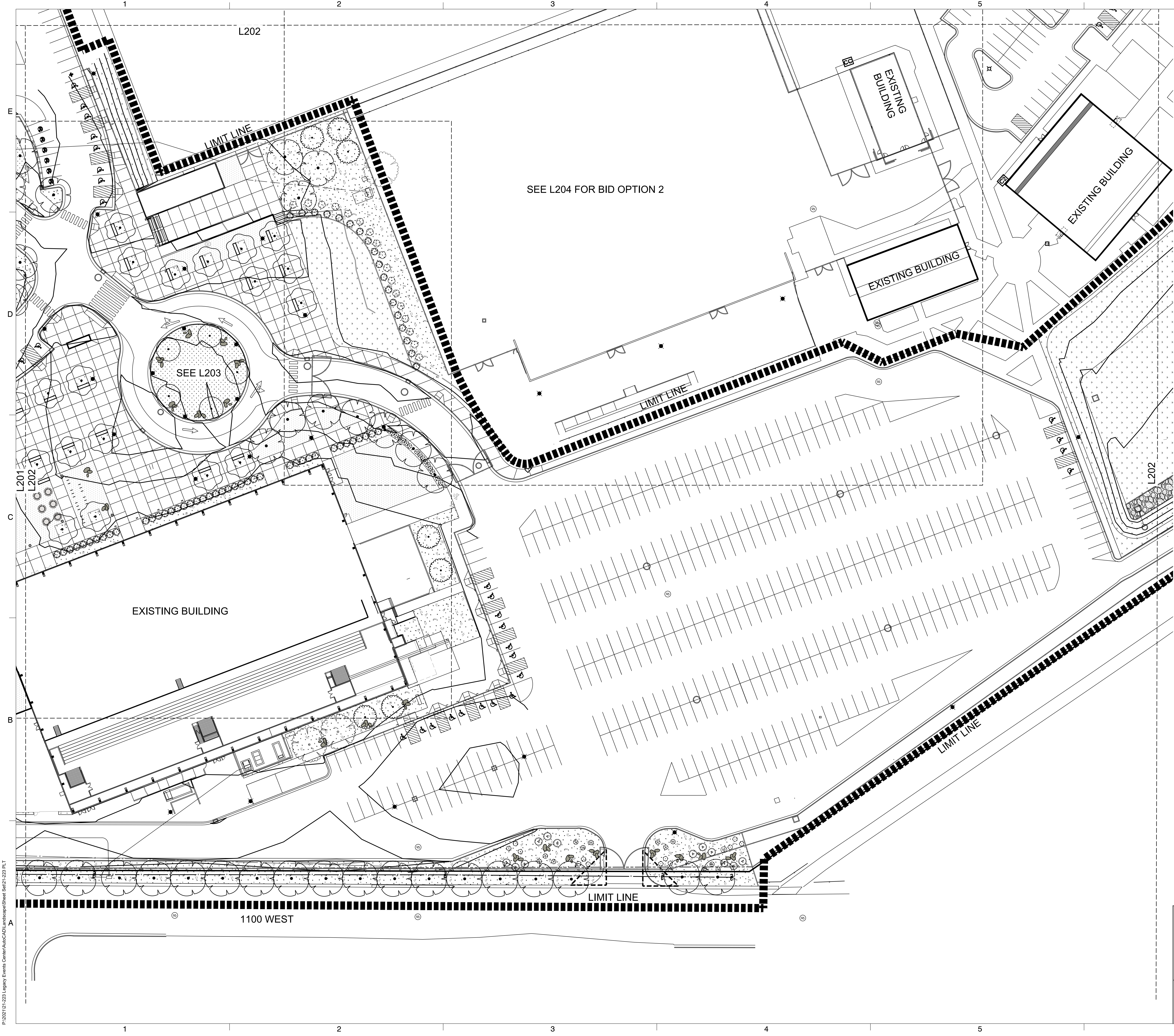
title:
**PLANTING
 PLAN**

sheet:
L201



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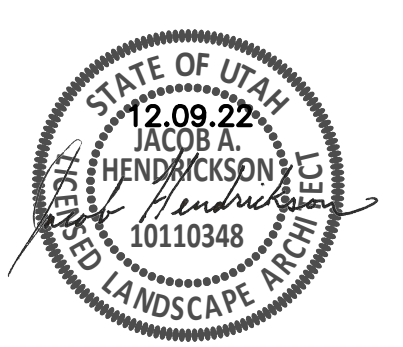
P:\2021\12-2225 Legacy Events Center\AutoCAD\Drawings\Sheet_Site\12-2225_PLT



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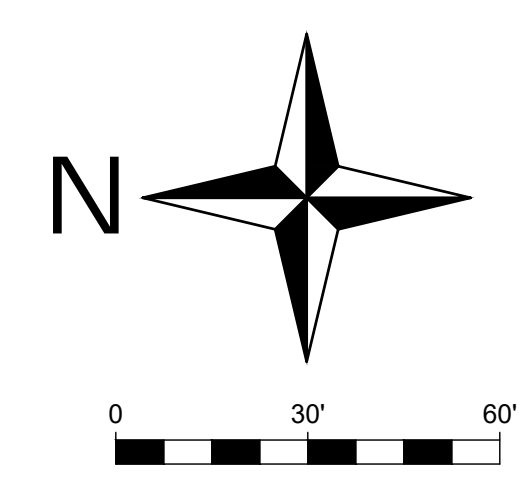
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title:
**PLANTING
 PLAN**

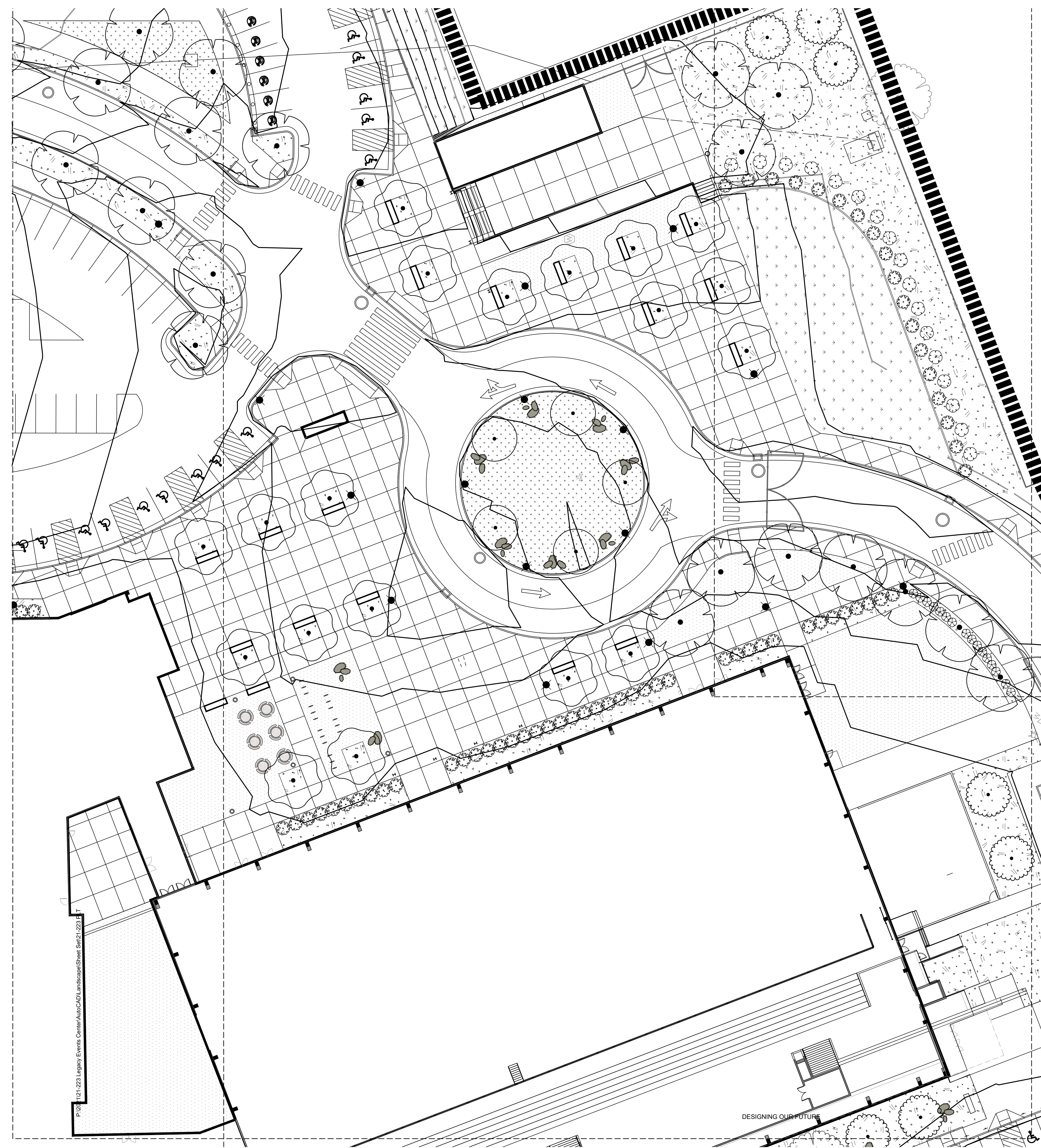
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L202



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P:\2021\12-2222 Legacy Events Center AutoCAD\11-landscape\Sheet_Site\12-2222.rvt



GENERAL NOTES:
 1. SEE L100 FOR PLANTING NOTES AND LEGEND.



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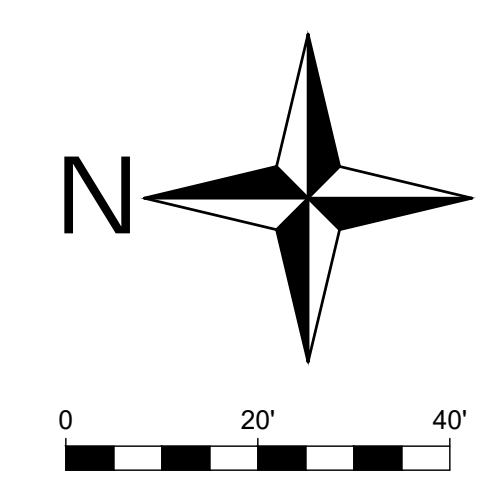
project:
**LEGACY
 EVENT
 CENTER
 EXPANSION /
 REMODEL**

151 S 1100 W
 FARMINGTON, UT 84025

project #: 21.0610
 date: 12.09.22
 revisions :

title:
**PLANTING
 PLAN**

sheet:
L203



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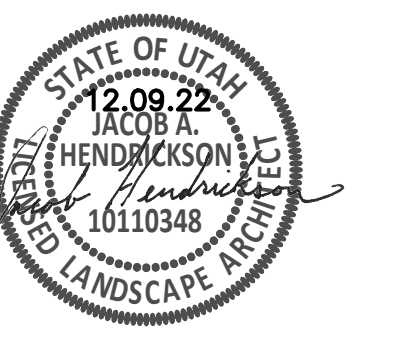


PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CAL
	MS	5	MALUS X 'SPRING SNOW' / SPRING SNOW CRABAPPLE	B&B	2" CAL
	SR	12	SYRINGA RETICULATA 'SYRINGA SILK' / JAPANESE TREE LILAC	B&B	2" CAL



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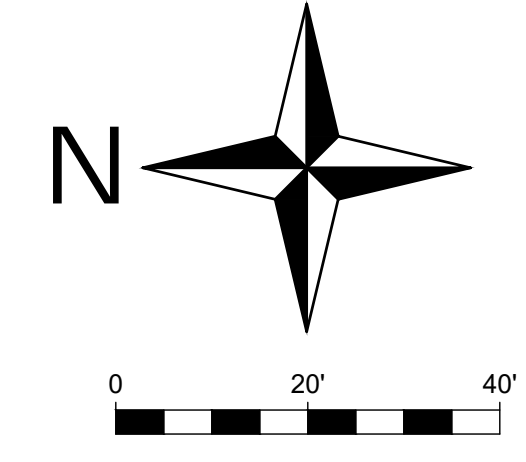
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151 S 1100 W
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project #: 21.0610
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revisions :



title:
**LANDSCAPE
PLANTING
PLAN BID
OPTION 2**



sheet:

L204

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GENERAL NOTES - EXTERIOR ELEVATIONS

- 1 ALL EXPOSED STRUCTURAL EXTERIOR STEEL SHALL BE GALVANIZED WITHOUT CHROMATE COATING, SHOP PRIMED WITH HIGH PERFORMANCE COATING
- 2 SEE SHEET SERIES A500% FOR WALL AND ASSEMBLY TYPES
- 3 SEE SHEET SERIES A600% FOR DOOR AND WINDOW TYPES
- 4 SEE SHEET SERIES A500% FOR ARRISCRAPT AND EPS CORNICE PROFILES
- 5 SEE SHEET SERIES A500% FOR EXTERIOR RAILING TYPES
- 6 SEE SHEET A600% WINDOW SURROUND TYPES (WS-4)



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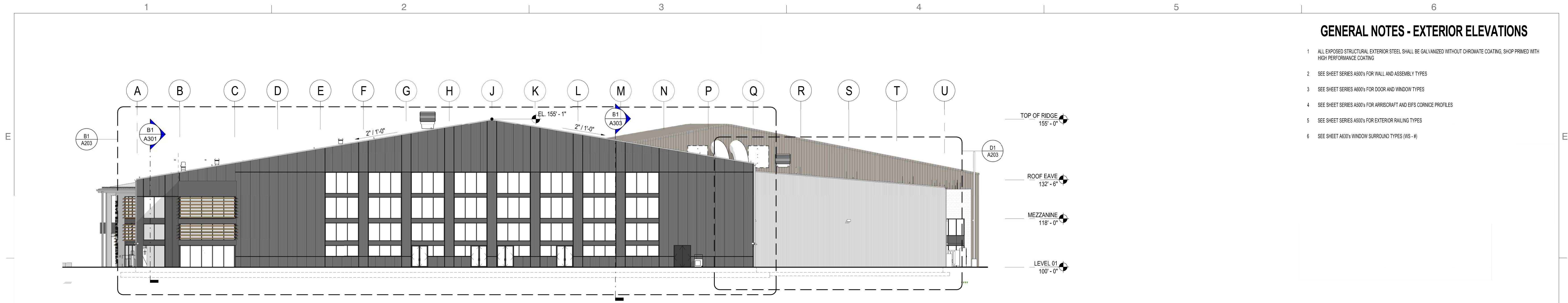
revisions :

title:
**NEW
EXTERIOR
ELEVATIONS**

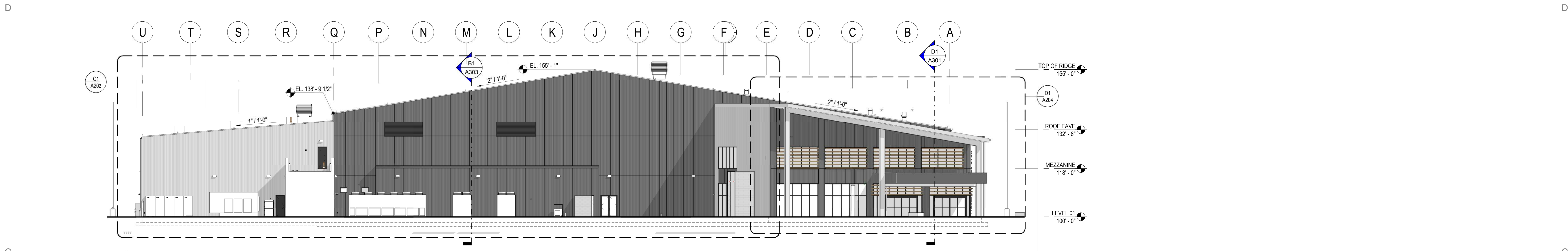
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A201

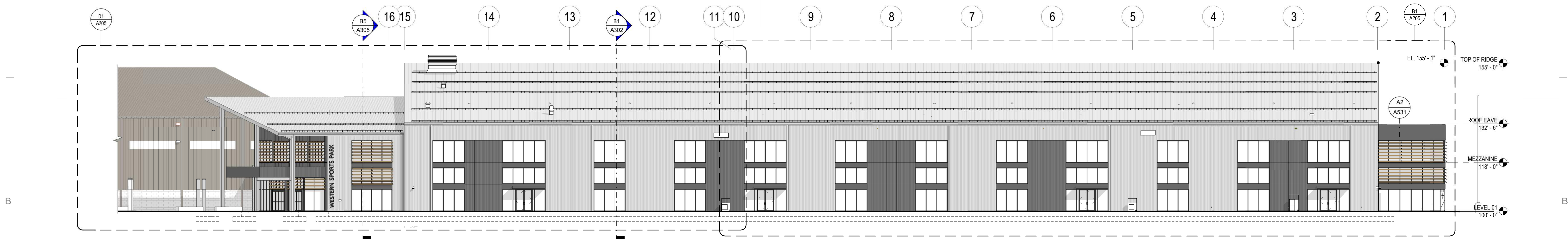
70% CD PROGRESS SET



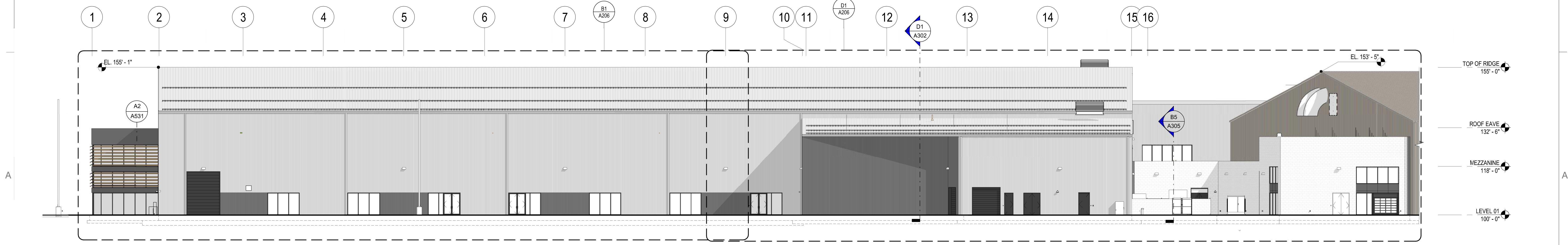
E1 NEW EXTERIOR ELEVATION - NORTH
1/16" = 1'-0"



C1 NEW EXTERIOR ELEVATION - SOUTH
1/16" = 1'-0"



B1 NEW EXTERIOR ELEVATION - EAST
1/16" = 1'-0"



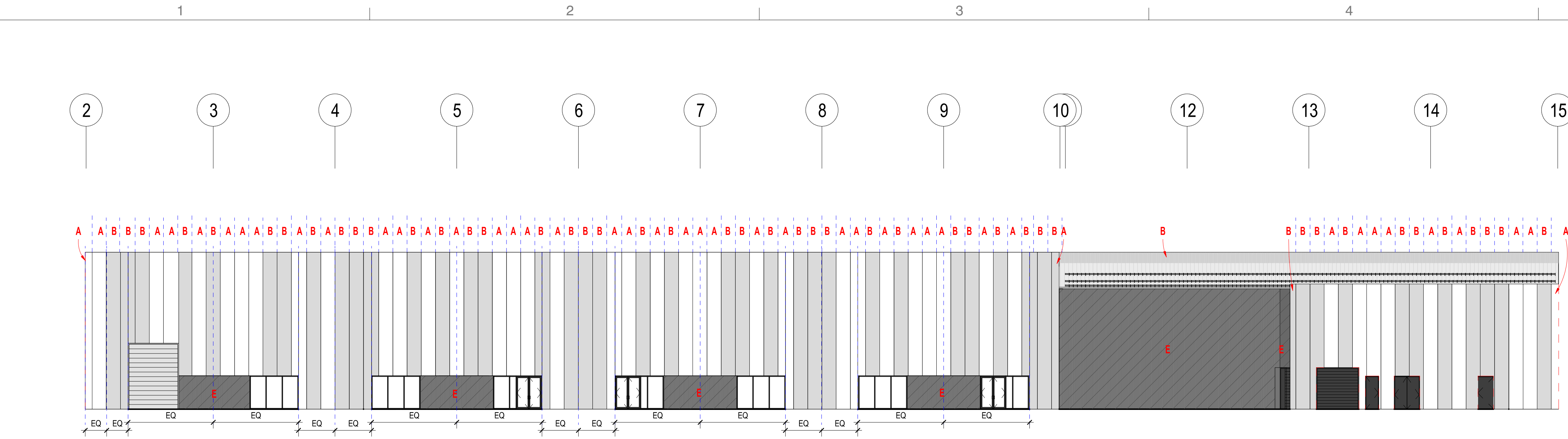
A1 NEW EXTERIOR ELEVATION - WEST
1/16" = 1'-0"



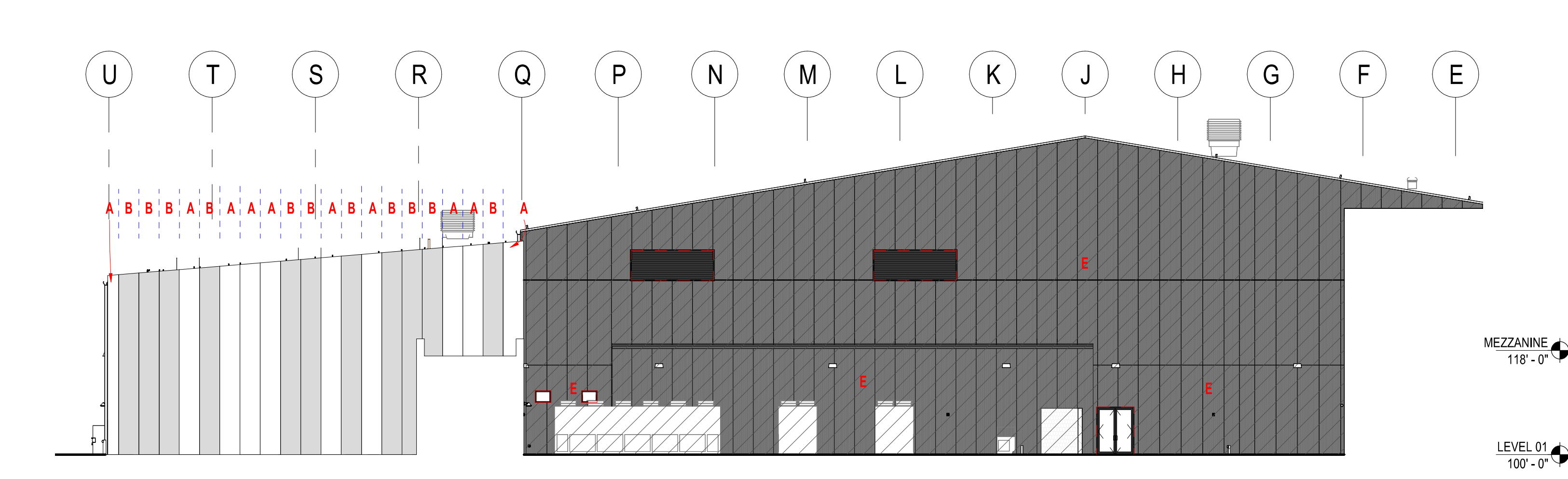
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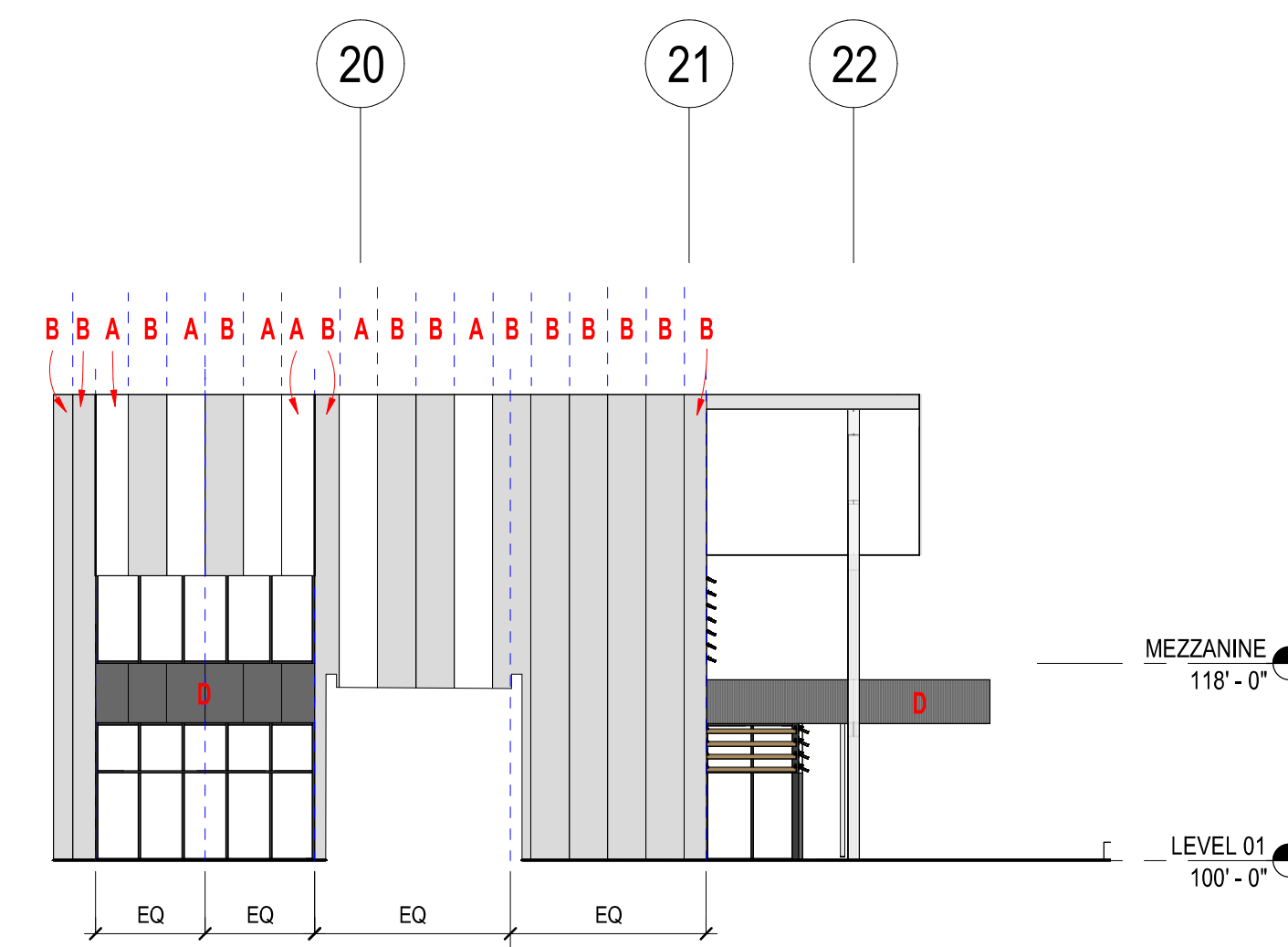
*NOTE: CENTER PANELS/PANEL SEAMS BETWEEN CUT JOINTS SHOWN IN ELEVATIONS (DARK LINES IN ELEVATIONS). ALL VARIATIONS FROM THIS SCHEME MUST BE COORDINATED WITH THE ARCHITECT



D1 PEMB - NEW EXTERIOR ELEVATION - WEST
1/16" = 1'-0"



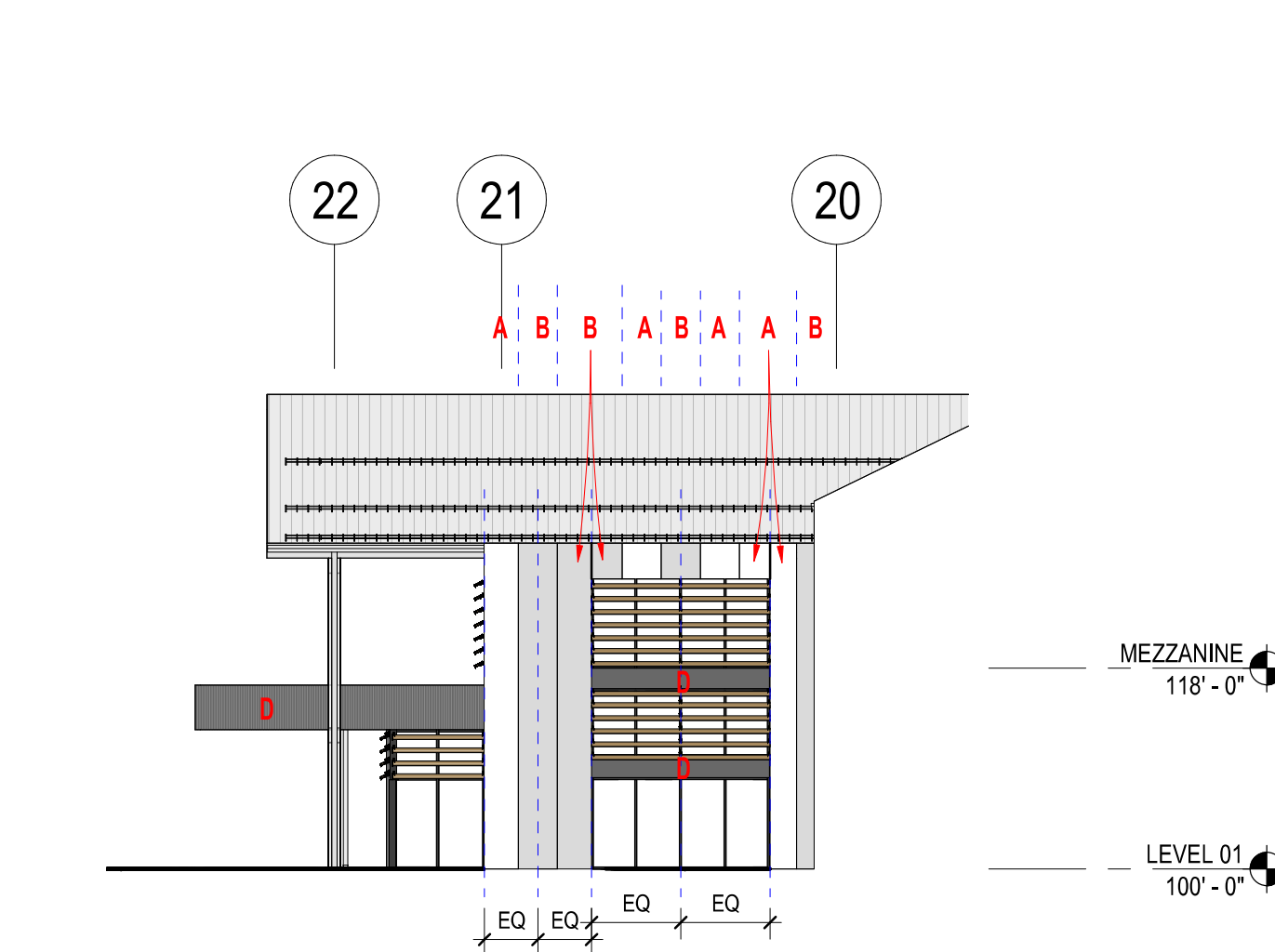
C1 PEMB - NEW EXTERIOR ELEVATION - SOUTH
1/16" = 1'-0"



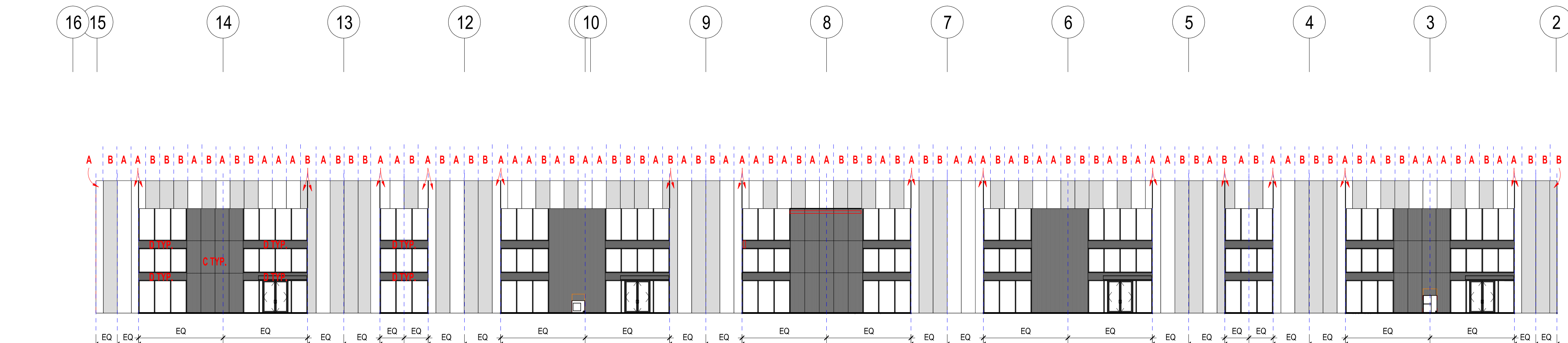
C4 PEMB - NEW EXTERIOR ELEVATION - ENTRY WEST
1/16" = 1'-0"



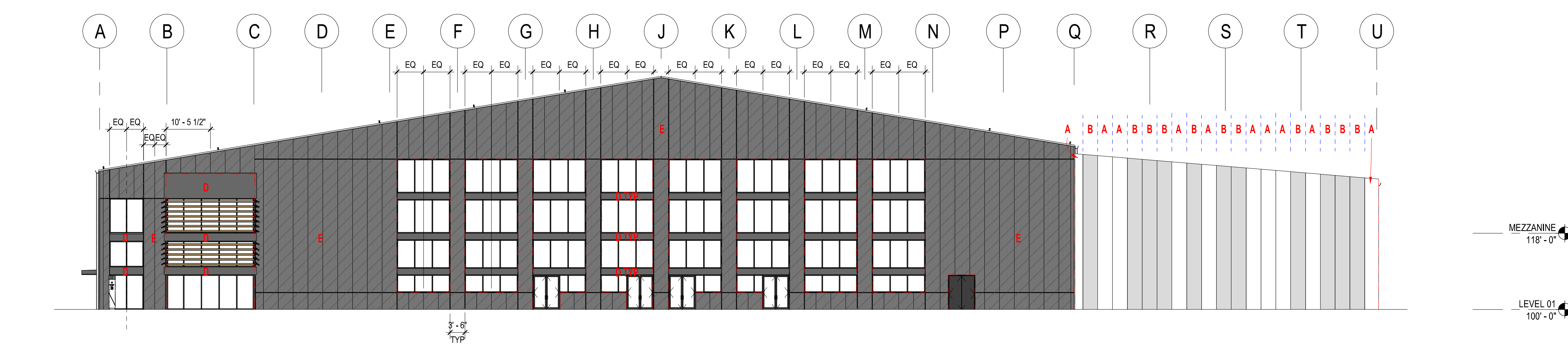
C5 PEMB - NEW EXTERIOR ELEVATION - SOUTH ENTRY
1/16" = 1'-0"



B1 PEMB - NEW EXTERIOR ELEVATION - ENTRY EAST
1/16" = 1'-0"



B2 PEMB - NEW EXTERIOR ELEVATION - EAST
1/16" = 1'-0"



A1 PEMB - NEW EXTERIOR ELEVATION - NORTH
1/16" = 1'-0"

METALSPAN PROFILE AND FINISH LEGEND

A	42" WIDE, VERTICAL MESA PROFILE, UNEMBOSSED, REGAL GRAY FINISH
B	42" WIDE, VERTICAL FLUTED PROFILE, EMBOSSED, REGAL GRAY FINISH
C	42" WIDE, VERTICAL STRAITED PROFILE, UNEMBOSSED, WEATHERED ZINC FINISH
D	42" WIDE, HORIZONTAL SMOOTH, UNEMBOSSED, WEATHERED ZINC FINISH
E	42" WIDE, VERTICAL STRAITED PROFILE, EMBOSSED, WEATHERED ZINC FINISH

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project:
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EXPANSION /
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151 S 1100 W
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project#: 21.0610
date: NOV 29, 2022
revisions:

title:
**NEW IMP
ELEVATIONS**

sheet:

A202

70% CD PROGRESS SET



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date: NOV 29, 2022

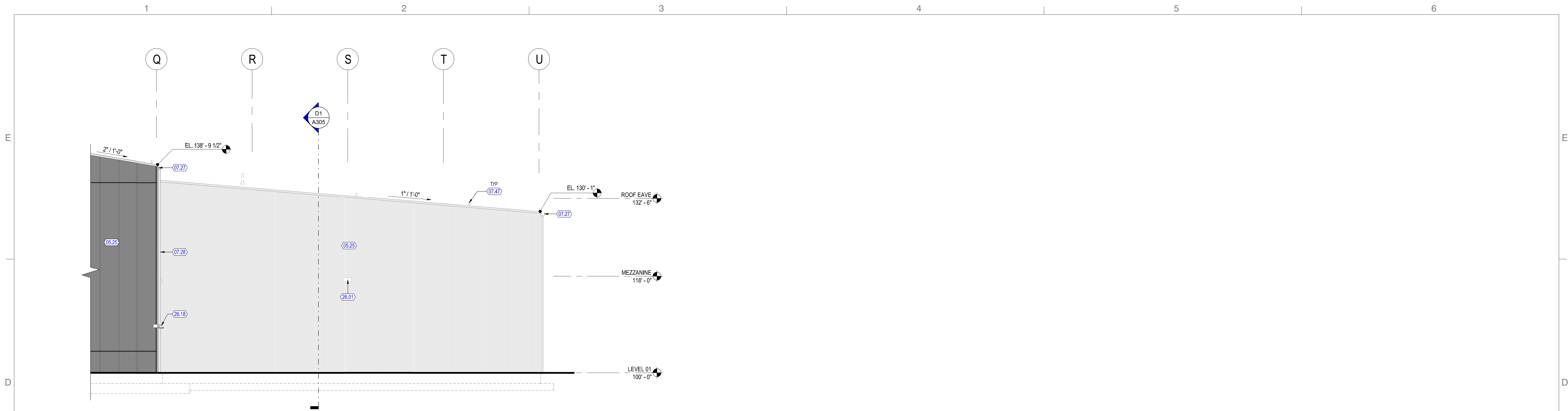
revisions:

title:
**NEW
ENLARGED
EXTERIOR
ELEVATIONS
- NORTH**

sheet:

A203

70% CD PROGRESS SET



D1 NEW EXTERIOR ELEVATION - NORTH ENLARGED 2
1/8" = 1'-0"



B1 NEW EXTERIOR ELEVATION - NORTH ENLARGED
1/8" = 1'-0"

GENERAL NOTES - EXTERIOR ELEVATIONS

- 1 ALL EXPOSED STRUCTURAL EXTERIOR STEEL SHALL BE GALVANIZED WITHOUT CHROMATE COATING, SHOP PRIMED WITH HIGH PERFORMANCE COATING
- 2 SEE SHEET SERIES A300'S FOR WALL AND ASSEMBLY TYPES
- 3 SEE SHEET SERIES A300'S FOR DOOR AND WINDOW TYPES
- 4 SEE SHEET SERIES A300'S FOR ARRISCRRAFT AND EIFS CORNICE PROFILES
- 5 SEE SHEET SERIES A300'S FOR EXTERIOR RAILING TYPES
- 6 SEE SHEET A300'S WINDOW SURROUND TYPES (W5 - #)

KEYED NOTES

05.23	WOOD LOOK METAL LOUVERS
05.25	INSULATED METAL PANEL, RE: SHEET A302 FOR FINISH, PROFILE, AND SEAM LOCATIONS
07.27	MANUFACTURED GUTTER
07.28	MANUFACTURED DOWNSPOUT
07.47	SNOW GAUDES
07.54	CANTILEVERED METAL HANGINGS, RE: DETAILS
08.12	NEW DOOR AND FRAME, RE: DOOR SCHEDULE
08.15	NEW CURTAIN WALL GLAZING
26.01	LIGHTING FIXTURE, RE: ELECT. PLANS
26.18	ELECTRICAL EQUIPMENT, RE: ELECTRICAL PLANS



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date: NOV 29, 2022

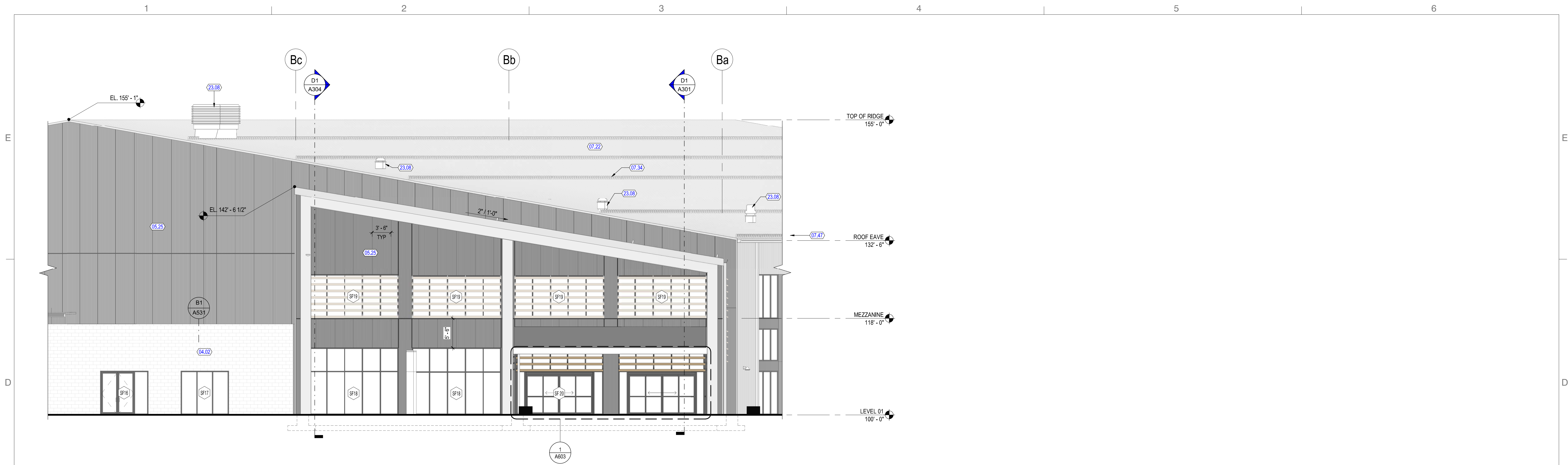
revisions :

title:
**NEW
ENLARGED
EXTERIOR
ELEVATIONS
- SOUTH**

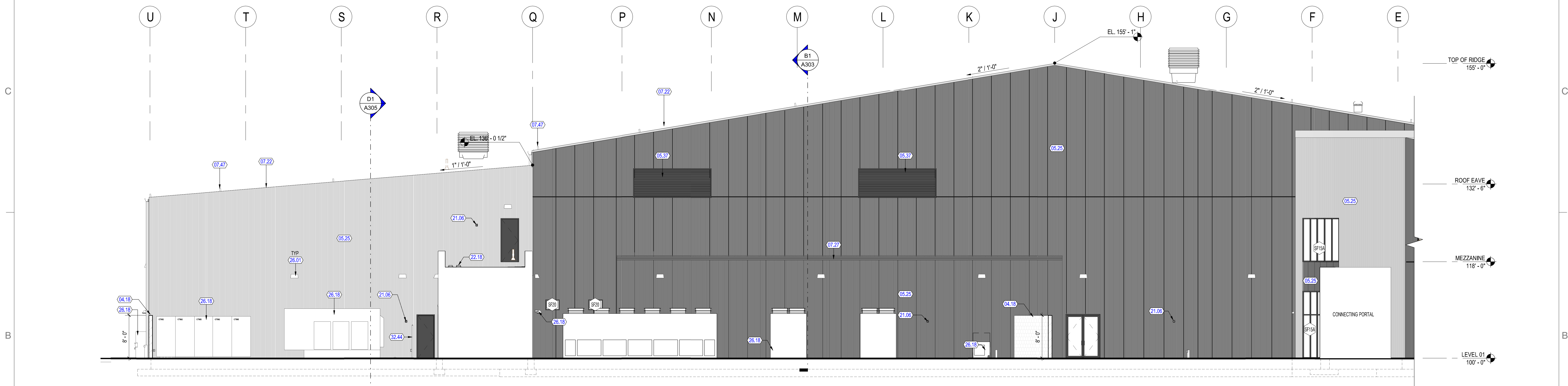
sheet:

A204

70% CD PROGRESS SET



D1 NEW EXTERIOR ELEVATION - SOUTH ENTRY
1/8" = 1'-0"



A1 NEW EXTERIOR ELEVATION - SOUTH ENLARGED
1/8" = 1'-0"

GENERAL NOTES - EXTERIOR ELEVATIONS

- ALL EXPOSED STRUCTURAL EXTERIOR STEEL SHALL BE GALVANIZED WITHOUT CHROMATE COATING, SHOP PRIMED WITH HIGH PERFORMANCE COATING
- SEE SHEET SERIES A500'S FOR WALL AND ASSEMBLY TYPES
- SEE SHEET SERIES A500'S FOR DOOR AND WINDOW TYPES
- SEE SHEET SERIES A500'S FOR ARRISDRAFT AND EPS CORNICE PROFILES
- SEE SHEET SERIES A500'S FOR EXTERIOR RAILING TYPES
- SEE SHEET A800'S WINDOW SURROUND TYPES (W5 - #)

KEYED NOTES

04.02	NEW CMU / ENKER MASONRY. RE: FINISH SCHEDULE
04.18	FREE STANDING MASONRY SCREEN WALL. RE: SITE DETAILS
05.25	INSULATED METAL PANEL. RE: SHEET A202 FOR FINISH, PROFILE, AND SEAM LOCATIONS
05.37	MECHANICAL EXHAUST VENT. RE: MECHANICAL
07.22	STANDING SEAM IMP ROOFING. RE: HORIZONTAL ASSEMBLIES
07.27	MANUFACTURED GUTTER
07.34	SNOW GUARD
07.47	SNOW GUARDS
21.06	FIRE ALARM DEVICE. RE: ELECTRICAL
22.18	ROOF DRAIN
23.08	MECHANICAL EQUIPMENT. RE: MECHANICAL PLANS
26.91	LIGHTING FIXTURE. RE: ELECT. PLANS
26.18	ELECTRICAL EQUIPMENT. RE: ELECTRICAL PLANS
32.44	8" BLACK VINYL CHAIN LINK FENCE. RE: SITE DETAILS



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Farmington, UT 84025

project # : 21.0610

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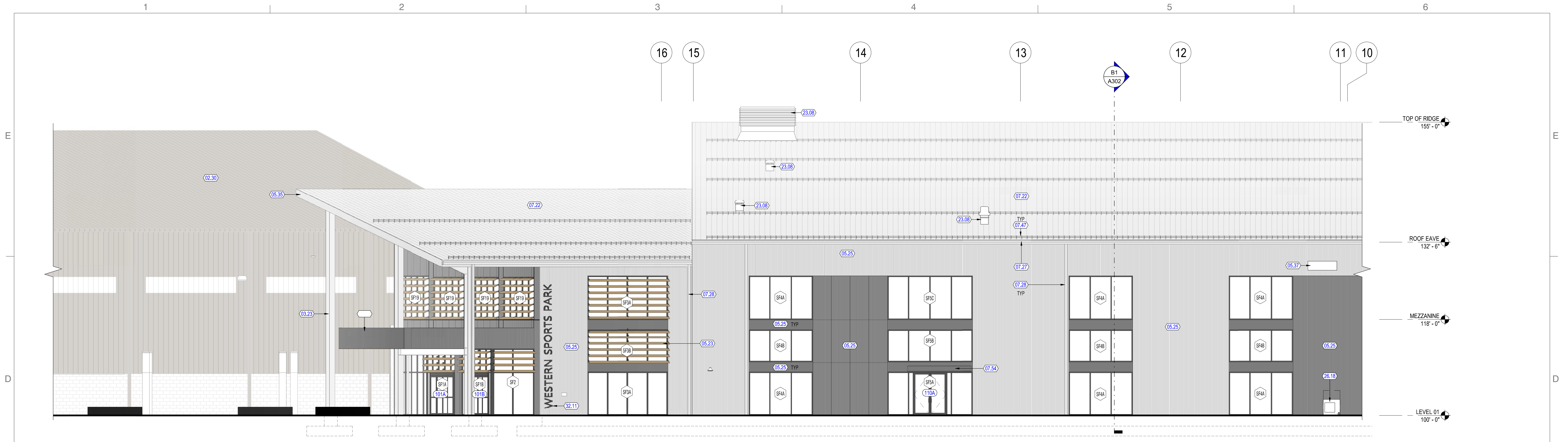
revisions :

title:
**NEW
ENLARGED
EXTERIOR
ELEVATIONS
- EAST**

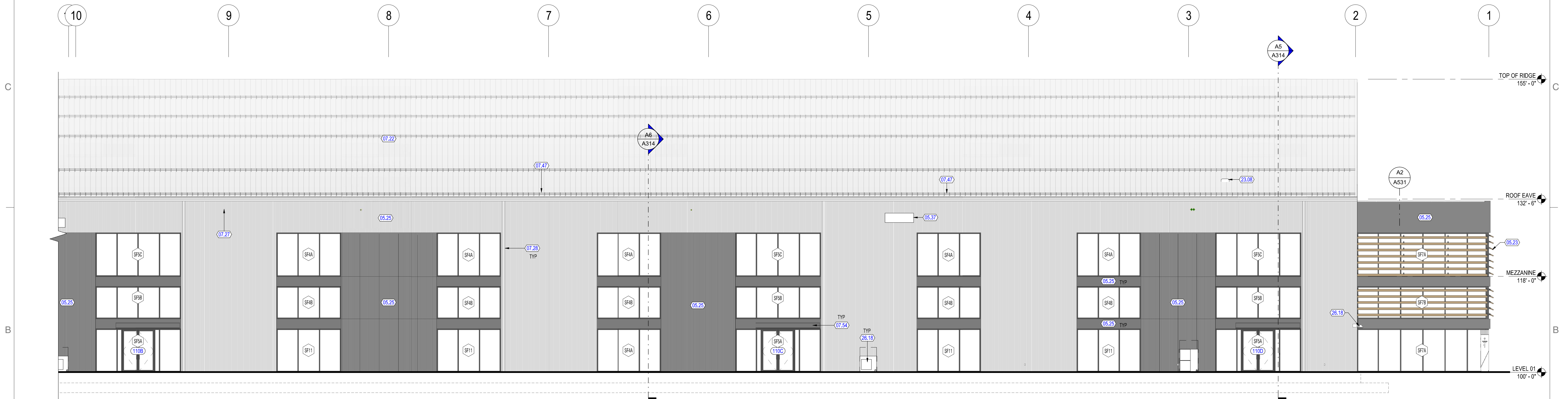
sheet:

A205

70% CD PROGRESS SET



D1 NEW EXTERIOR ELEVATION - EAST ENLARGED 2
1/8" = 1'-0"



B1 NEW EXTERIOR ELEVATION - EAST ENLARGED 1
1/8" = 1'-0"

GENERAL NOTES - EXTERIOR ELEVATIONS

- ALL EXPOSED STRUCTURAL EXTERIOR STEEL SHALL BE GALVANIZED WITHOUT CHROMATE COATING, SHOP PRIMED WITH HIGH PERFORMANCE COATING
- SEE SHEET SERIES A501% FOR WALL AND ASSEMBLY TYPES
- SEE SHEET SERIES A601% FOR DOOR AND WINDOW TYPES
- SEE SHEET SERIES A501% FOR ARRISCRRAFT AND EIFS CORNICE PROFILES
- SEE SHEET SERIES A501% FOR EXTERIOR RAILING TYPES
- SEE SHEET A601% WINDOW SURROUND TYPES (WS - #)

KEYED NOTES

02.30	EXISTING BUILDING TO REMAIN
02.23	SUMP PIT AT ELEVATOR SHAFT COORDINATED SIDE AND LOCATION REQUIREMENTS WITH ELEVATOR
06.23	WOOD LOOK METAL LOUVERS
05.25	INSULATED METAL PANEL, RE: SHEET A202 FOR FINISH, PROFILE, AND SEAM LOCATIONS
05.35	METAL FASCIA, FINISH TO MATCH LIGHT METAL SIDING
06.37	MECHANICAL EXHAUST VENT, RE: MECHANICAL
07.22	STANDING SEAM IMP ROOFING, RE: HORIZONTAL ASSEMBLIES
07.27	MANUFACTURED GUTTER
07.28	MANUFACTURED DOWNSPOUT
07.47	SNOW GUARDS
07.54	CANTILEVERED METAL AWNINGS, RE: DETAILS
23.08	MECHANICAL EQUIPMENT, RE: MECHANICAL PLANS
26.18	ELECTRICAL EQUIPMENT, RE: ELECTRICAL PLANS
32.11	BUILDING SIGNAGE



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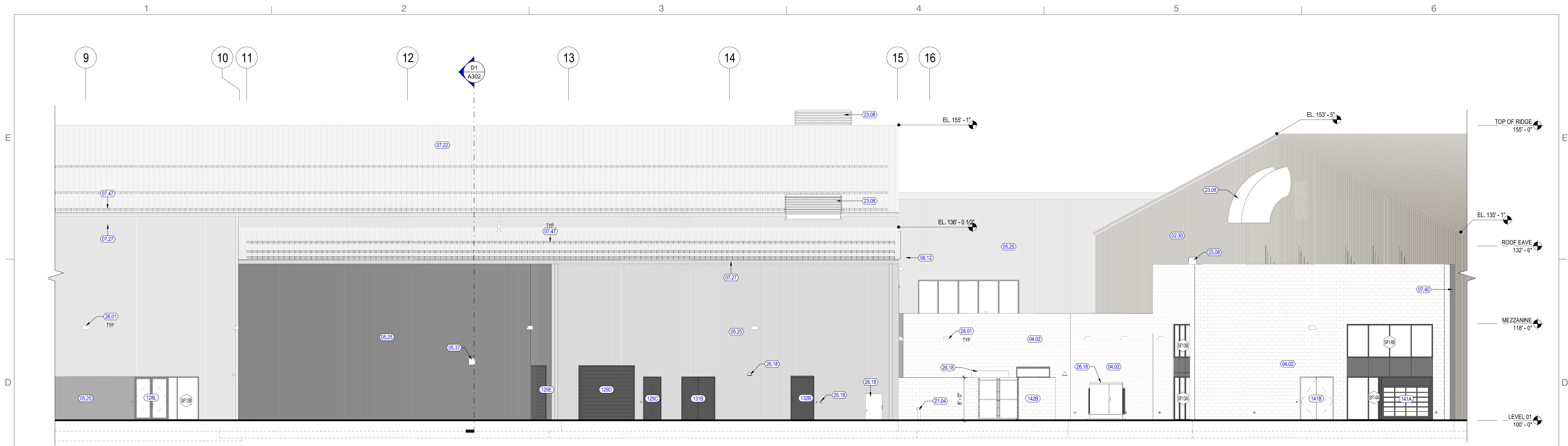
project #: 21.0610
date: NOV 29, 2022
revisions :

title:
**NEW
ENLARGED
EXTERIOR
ELEVATIONS
- WEST**

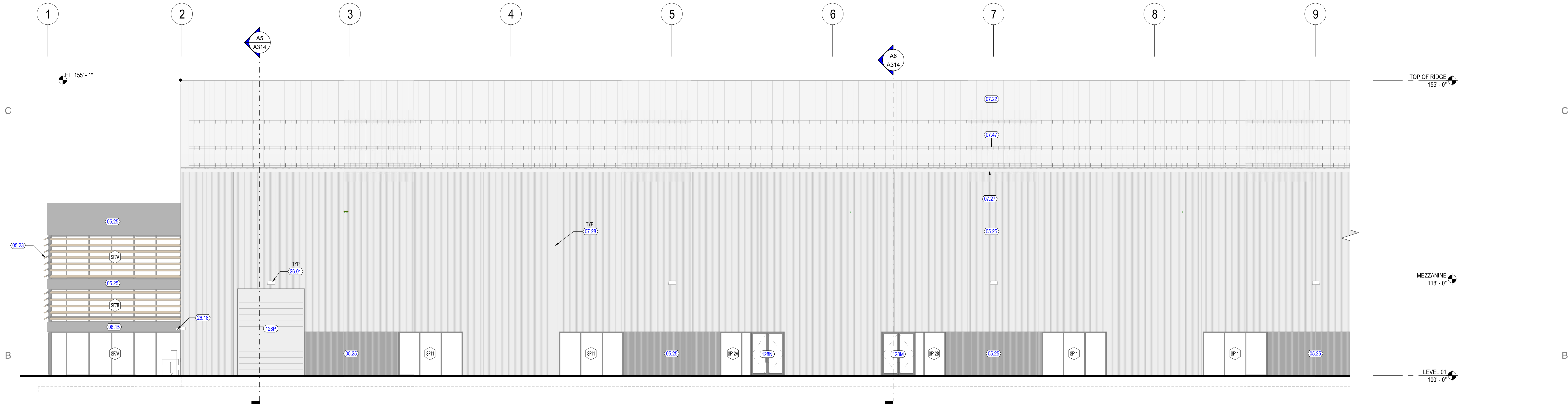
sheet:

A206

70% CD PROGRESS SET



D1 NEW EXTERIOR ELEVATION - WEST - Callout 2
1/8" = 1'-0"



B1 NEW EXTERIOR ELEVATION - WEST - Callout 1
1/8" = 1'-0"

GENERAL NOTES - EXTERIOR ELEVATIONS

KEYED NOTES

- 1 ALL EXPOSED STRUCTURAL EXTERIOR STEEL SHALL BE GALVANIZED WITHOUT CHROMATE COATING. SHOP PRIMED WITH HIGH PERFORMANCE COATING
- 2 SEE SHEET SERIES A500'S FOR WALL AND ASSEMBLY TYPES
- 3 SEE SHEET SERIES A800'S FOR DOOR AND WINDOW TYPES
- 4 SEE SHEET SERIES A500'S FOR ARRISCRAPT AND EPS CORNICE PROFILES
- 5 SEE SHEET SERIES A500'S FOR EXTERIOR RAILING TYPES
- 6 SEE SHEET A800'S WINDOW SURROUND TYPES (WS - 4)

02.30	EXISTING BUILDING TO REMAIN
04.02	NEW CMU VENEER MASONRY. RE: FINISH SCHEDULE
06.23	WOOD LOOK METAL LOUVERS
06.25	INSULATED METAL PANEL. RE: SHEET A202 FOR FINISH, PROFILE, AND SEAM LOCATIONS
05.37	MECHANICAL EXHAUST VENT. RE: MECHANICAL
07.22	STANDING SEAM RMP ROOFING. RE: HORIZONTAL ASSEMBLIES
07.27	MANUFACTURED GUTTER
07.28	MANUFACTURED DOWNSPOUT
07.40	EXPANSION JOINT COVER ASSEMBLY
07.47	SNOW GAUDES
08.12	NEW DOOR AND FRAME. RE: DOOR SCHEDULE
08.55	NEW CURTAIN WALL GLAZING
21.04	FDC LOCATION
23.08	MECHANICAL EQUIPMENT. RE: MECHANICAL PLANS
26.01	LIGHTING FIXTURE. RE: ELECT. PLANS
26.18	ELECTRICAL EQUIPMENT. RE: ELECTRICAL PLANS

GENERAL NOTES - 3D

1 3D PERSPECTIVES ARE SHOWN AS A COURTESY TO PROVIDE CLARITY OF OVERALL PROJECT MASSING, PROPORTIONS, AND ELEMENT RELATIONSHIPS. ALL ELEMENTS MAY NOT NECESSARILY BE REPRESENTED REFER TO ALL 2D PLANS, SECTIONS, ELEVATIONS, DETAILS, SCHEDULES, AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.



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project#: 21.0610
date: NOV 29, 2022

revisions:

title:
**INTERIOR
AND
EXTERIOR
RENDERS**

sheet:

G000C

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VIEW OVER MAIN GYM FROM MEZZANINE LEVEL



VIEW OF MAIN LOBBY FROM ENTRY DOORS



VIEW OF MAIN ENTRY FROM CIRCULAR DROPOFF ZONE



VIEW OF NORTHEAST CORNER FROM ENTRANCE DRIVEWAY

GENERAL NOTES - 3D

1 3D PERSPECTIVES ARE SHOWN AS A COURTESY TO PROVIDE CLARITY OF OVERALL PROJECT MASSING, PROPORTIONS, AND ELEMENT RELATIONSHIPS. ALL ELEMENTS MAY NOT NECESSARILY BE REPRESENTED REFER TO ALL 2D PLANS, SECTIONS, ELEVATIONS, DETAILS, SCHEDULES, AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.



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EXPANSION /
REMODEL**

151 S 1100 W
Farmington, UT 84025

project#: 21.0610
date: NOV 29, 2022
revisions :

title:
**SITE
RENDERS**

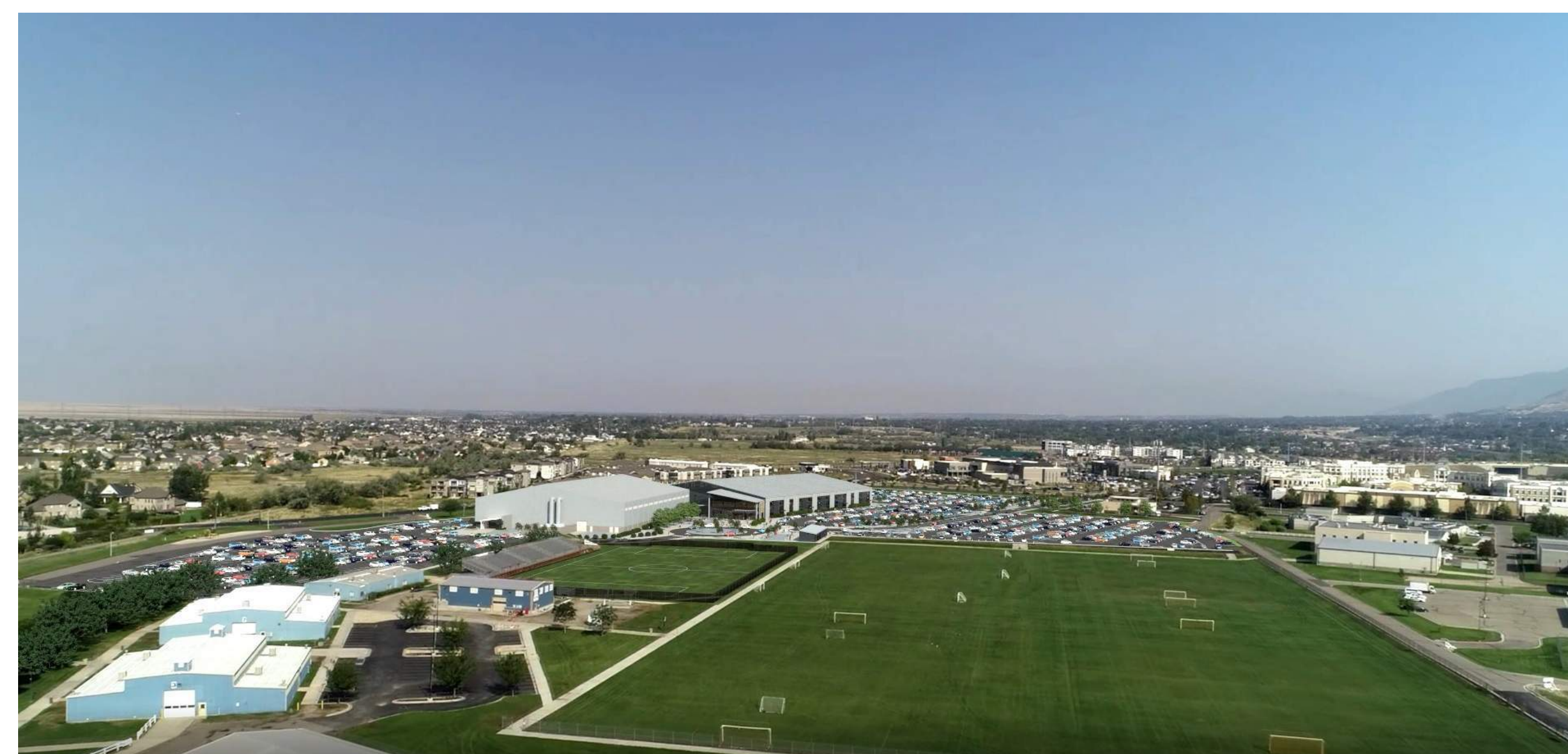
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70% CD PROGRESS SET



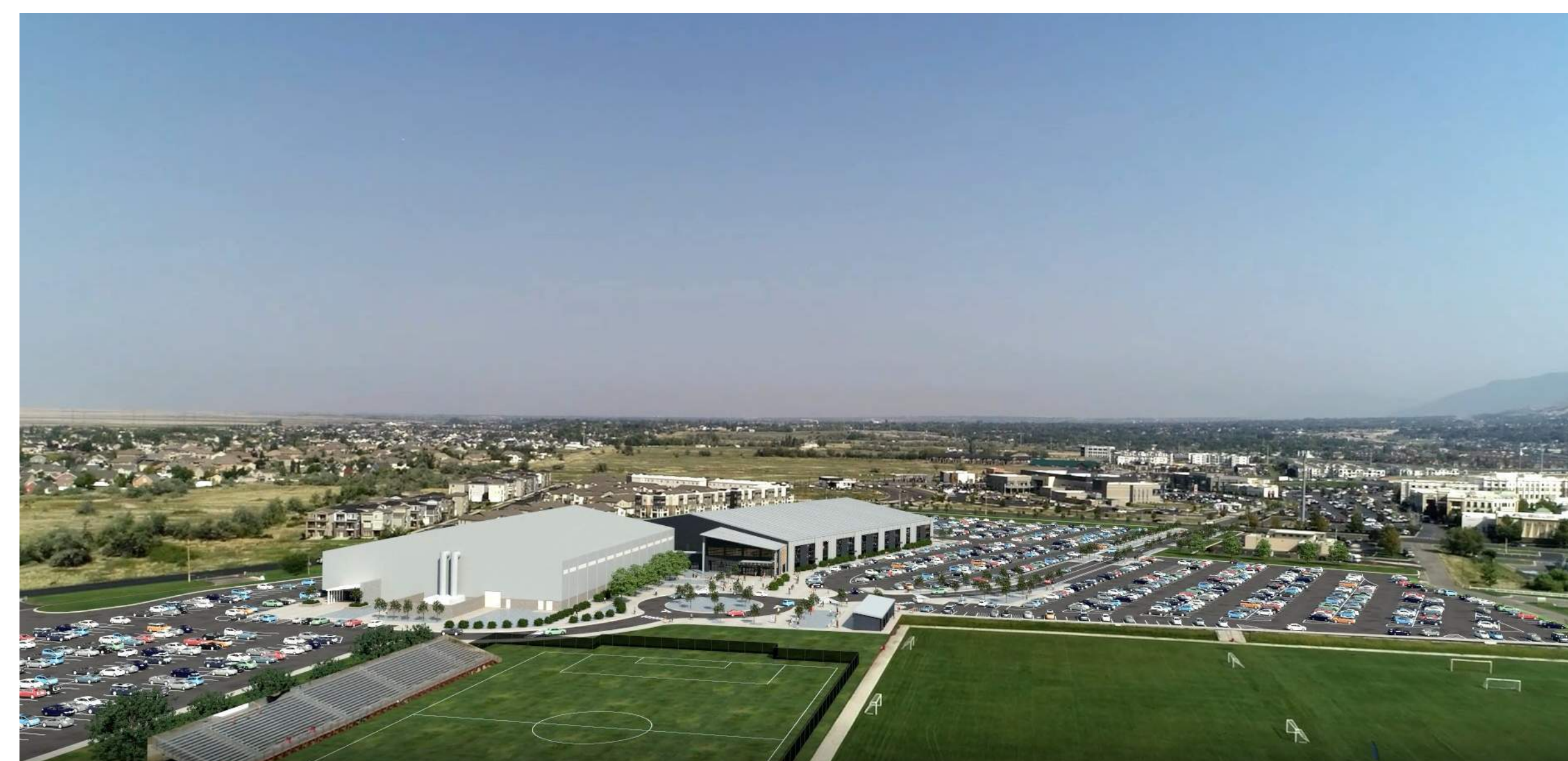
BIRDS EYE VIEW FROM THE NORTH



BIRDS EYE VIEW FROM THE SOUTH WEST



BIRDS EYE VIEW FROM THE SOUTH



BIRDS EYE VIEW FROM THE SOUTH 2

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

DEVELOPMENT AGREEMENT
FOR THE DAVIS COUNTY LEGACY EVENTS CENTER

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2023, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **DAVIS COUNTY**, a legal subdivision of the State of Utah, hereinafter referred to as the “Developer.”

RECITALS:

A. Developer owns approximately 48.64 acres of land located within the City, which property is more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”).

B. Developer desires to develop a project on the Property to be known as the Legacy Events Center (the “Project”). Developer has submitted an application to the City seeking approval to be included in the AP District to permit alternate development standards in accordance with the City’s Laws.

C. The City finds that the “Project” meets the purposes of the AP District as it produces non-residential and non-agriculture development which enhances the purposes of the Agricultural zones and will allow for sustainable and economically viable development which will enhance the community at large while ensuring orderly planning of the Property and furthering the objectives of the Farmington City General Plan.

D. The Property is presently zoned under the City’s zoning ordinance as Agricultural (A) and Business Park (BP). Unless otherwise specified within this agreement, the Property is subject to all City ordinances and regulations including the provisions of the City’s General Plan, the City’s zoning ordinances, the City’s engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the “City’s Laws”).

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

AGREEMENT

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

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

2. Property Affected by this Agreement. The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit “A” and incorporated by reference.

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

4. General Development Plan. The approved General Development Plan (the “GDP”) for the entire Project is attached hereto as Exhibit “B” and incorporated by reference. All portions of the Project must be developed in accordance with the approved GDP. No amendment or modifications to the approved GDP shall be made by the Developer without written consent of the City. The Project shall be developed by Developer in accordance with all requirements contained herein. Any changes to the GDP that require an exception from approved development standards not otherwise addressed in this Agreement shall be considered by the City Council as an amendment to this Agreement, following the process established by Utah law for approval.

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

a) Site Layout. Parking, driveways, access points, loading areas, sidewalks, and other deviations from the City Code may be constructed/installed by the Developer, but only as those deviations are expressly set forth on the GDP subject to all City development standards and ordinances, including the City site plan and building permit process.

b) Building height. The building height of the Agricultural Zoning Districts shall remain in effect for all buildings on the Property, except that the existing arena and addition proposed by the Project identified as buildings A and B on the Overall Site Plan in Exhibit B shall be allowed to reach a height of 60 ft. as measured from finished grade to the midpoint of a sloped roof, or from finish grade to the peak of a flat roof, as applicable.

c) Electronic Message Sign. All signage for the Project shall comply with Farmington City Sign Regulations except that the Property shall be permitted one (1) Electronic Message Sign which shall comply with the design standards of Farmington City

Code 15-4-030 and 15-5-060. Any deviations from the code or applicable development standards sought related to the sign shall undergo the process for a supplemental or amended development agreement.

d) Allowed Uses. In addition to the uses allowed by the underlying zoning district, the following uses shall be allowed on the Property and shall all be considered Permitted Uses. Uses not listed may only be considered through an addendum to this Agreement unless the Farmington City Planning Commission determines the use to be similar enough in nature and impact to the uses listed below. This consideration by the Planning Commission is an interpretation of Ordinance and this agreement, not to be confused with a Conditional Use approval.

- i) Outdoor recreation and sporting events;
- ii) Indoor recreation and sporting events;
- iii) Receptions, conventions, trade shows, meetings and mass gatherings;
- iv) Auto events including car shows and racing where engine noise does not exceed normal noise from traffic when heard from nearby homes and businesses;
- v) Public uses serving the public health, safety, or general welfare;
- vi) Signs complying with Farmington City sign regulations;
- vii) Trails and parks;
- viii) Uses customarily accessory to the uses in this Subsection; and
- ix) Accessory buildings and structures.

6. Developer Obligations. In consideration of the exceptions to code provided by this Agreement, Developer acknowledges that certain obligations go beyond ordinary development requirements and restricts the Developer's rights to develop without undertaking these obligations. Developer agrees to the following provisions as a condition for being granted the zoning approval and exceptions under the code sought:

a) 1100 West Sidewalk. Developer shall install sidewalk along the East side of 1100 West as per Exhibit B. Sidewalk along 1100 West shall be eight feet (8') in width between the Southern edge of Clark Lane and the Northern edge of the D&RG Trail. If power lines are relocated or buried, then Developer shall also install a park strip consistent with the adopted cross-sections for the applicable category of road. If power lines are not buried, then no park strip will be required.

b) Clark Lane Sidewalk. Developer shall install sidewalk along the South side of Clark Lane as per Exhibit B. Sidewalk shall be eight feet (8') in width and run between 1100 West and the west side of the realigned primary access road. If power lines are relocated or buried, then Developer shall also install a park strip consistent with the adopted cross-sections for the applicable category of road. If power lines are not buried, then no park strip will be required.

c) Landscaping. Developer shall complete landscaping as shown in the plans included with Exhibit B.

d) Architectural Requirements. Buildings shall be substantially similar to those included with the plans in Exhibit B in terms of size, height, location/placement, use of materials and colors.

e) Roadway Improvements. Based on demonstrated need in the provided traffic study provided by Developer and accepted by City, Developer shall complete design for the signalized intersection and other identified improvements at Clark Lane and University Avenue as identified in Exhibit "C" at its sole expense, subject to impact fee credits as provided in Section 8 of this Agreement.

f) Electronic Message Center Sign.

- i) Developer shall be responsible for ongoing maintenance and repair of the electronic message sign.
- ii) Developer shall allow Farmington City to provide message to be posted by Davis County on the electronic message sign for up to twenty percent (20%) of daily screen time, and it will be included into the message board rotation with a similar static display time as the other messages.
- iii) Farmington's requested message shall be provided to the designated Davis County representative in the required file and formatting, and include a start and end date. Timing of when the message will be placed into rotation will be based on Davis County staff availability.
- iv) Developer shall restrict messaging on the sign to County and City events and activities, public messaging, and the advertising of events scheduled at the Legacy Event Center.
- v) Unless otherwise agreed to by Davis County, the total amount of requested daily screen time for City messages shall not exceed twenty percent (20%).
- vi) This subsection survives termination under Subsection 20(b) of this Agreement, unless specifically terminated in writing.

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

in writing by the City; provided, however, that the City shall not be required to maintain any areas owned by Developer or improvements that are required to be maintained by a third party in the Project.

a) Roadway Striping. Farmington City shall be responsible for striping identified in the traffic study prepared by Developer and accepted by City including the restriping of 1100 West to include a center two-way left-turn lane between Clark Lane and the D&RGW trail and adding dual left-turn lanes on Park Lane to travel south onto 1100 West.

b) Signal Maintenance. After installation of the traffic signal by Developer on Clark Lane, and its acceptance by City, City shall be solely responsible to maintain the signal and associated improvements within the public right-of-way.

c) Power line relocation. Farmington City shall be responsible for the relocation and potential burial of power lines along Clark Lane and 1100 West abutting the Project. This Agreement does not require City to have power lines buried, but their burial affects Developer's obligations under Section 6(a) of this Agreement. City shall inform Developer of the decision of whether to bury the power lines within one-hundred eighty (180) days of issuance of the building permit.

d) Electronic Message Sign. City agrees to contribute eighty-five percent (85%) of the total installation costs for the electronic message sign, so long as the total installation costs do not exceed one-hundred fifty thousand dollars (\$150,000.00). Total installation costs shall include acquisition, construction utility work and any other fees related to the electronic message sign's installation. Should total installation costs exceed that amount, City's contribution shall be capped at one-hundred twenty-seven thousand five-hundred dollars (\$127,500.00). Payment shall be made to Developer upon final installation of the electronic message sign and final inspection. As a contributor towards the costs of the updated sign, City shall be allowed to display content advertising city functions, news, and events and shall be allotted 20% of allowed operable display time, as provided in Section 6(f) of this Agreement. No additional fees, charges, expenses or lease rates shall be required of City for its ongoing use of sign. This subsection survives termination of this Agreement under subsection 20(b) of this Agreement, unless specifically terminated in writing.

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

a) Impact Fee Credit. The following expenses are eligible for credit toward transportation impact fees that would be assessed against the Project.

- i) Costs related to the installation of the signal at the intersection of University Avenue and Clark Lane;
- ii) Movement of Legacy Event Center primary access road to align with N University Avenue in order to accommodate the widening of turn lanes;

- iii) The additional costs associated with providing three feet (3') of additional sidewalk width along 1100 West, as provided on Exhibit B, which is in excess of the standard requirement for five feet (5');
- iv) The additional costs associated with providing three feet (3') of additional sidewalk width along Clark Lane, as provided on Exhibit B;
- v) The costs associated with relocating irrigation lines and landscaping as a result of sidewalk widening and the associated site disturbance; and
- vi) The full costs associated with sidewalk installation from the North edge of the D&RG Trail, extended seven hundred feet (700') to the North, which is outside of the Project area and would not otherwise be required by the proposed development activity.

b) Storm Water. As Davis County collects its own storm water and does not deposit it into the City's storm water infrastructure, no Storm Water impact fee shall be charged. Farmington shall reimburse Davis County for costs for improvements required to collect storm water from 1100 West into the Project storm water collection system

9. Indemnification and Insurance. Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000.00) and naming the City as an additional insured. Alternatively, Developer may provide proof of self-insurance with adequate funds to cover such a claim.

10. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

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

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

13. **Developer Responsible for Project Improvements.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. City shall have no maintenance responsibility in relation to the property owned by Developer and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection 20.b) of this Agreement, unless specifically terminated in writing.

14. **Onsite Improvements.** At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water improvements installed within public rights-of-way sufficient for the development of the Project in accordance with City Code.

15. **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: _____

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

16. **Default and Limited Remedies.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. In addition, the Parties have the following rights in case of default, which are intended to be cumulative:

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

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

c) The right to terminate this Agreement.

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

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

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

20. Termination.

a) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within five (5) years from the date of this Agreement or if Developer does not comply with the City's laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

b) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections 6 and 7 of this Agreement, the terms of this

Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

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

22. General Terms and Conditions.

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

b) Interlocal Agreement Approvals. This Agreement constitutes an interlocal agreement under Chapter 11-13 of the Utah Code. It shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

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

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

e) Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes and the approval of associated development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such case, this Agreement is void at inception.

f) Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any

person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

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

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

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

j) 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.

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

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

m) 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.

n) Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the District Court of the State of Utah with jurisdiction over Davis County, Farmington Division.

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

Davis County Parcel No. 08-076-0127

BEG AT A PT S 0°10' W 800.5 FT & S 34°40' E 575.0 FT ALG E'LY LINE OF 66 FT WIDE D&RGW RR R/W FR NW COR OF SW 1/4 OF SEC 24-T3N-R1W, SLM; RUN TH N 34°40' W 545 FT; TH N 0°10' E 800.5 FT TO W 1/4 COR SD SEC 24; TH N 570.86 FT, M/L, TO S LINE OF PPTY CONV IN QC DEED RECORDED 03/25/2014 AS E# 2795743 BK 5982 PG 798; TH ALG SD PPTY THE FOLLOWING FOUR COURSES: N 89°49'00" E 2.60 FT & NE'LY ALG THE ARC OF A 65.50 FT RAD CURVE TO THE RIGHT 67.53 FT (LC BEARS N 27°47'33" E 64.58 FT) TO A PT OF REVERSE CURVATURE & NELY ALG THE ARC OF A 109.50 FT RAD CURVE TO THE LEFT 18.69 FT (LC BEARS N 52°26'16" E 18.66 FT); TH NE'LY ALG THE ARC OF A 80.50 FT RAD CURVE TO THE RIGHT 29.77 FT (LC BEARS N 58°08'35" E 29.77 FT) TO THE S LINE OF A RD; TH E 592.08 FT, M/L, ALG SD RD TO A PT N 0°30' E FR A PT 106 FT N & 1993 FT N 89°40' W OF NE COR SD SW 1/4; TH S 0°30' W 1027.60 FT, M/L, TO A PT 140 FT N & 1993.0 FT N 89°40' W & S 0°30' W 542 FT FR NE COR OF SD SW 1/4; TH N 88°35' E 1279.50 FT, M/L, TO THE W LINE OF PPTY CONV IN QC DEED RECORDED 07/02/2020 AS E# 3267296 BK 7547 PG 972; TH ALG SD PPTY THE FOLLOWING FOUR COURSES: S 50.00 FT & N 88°35'00" E 61.85 FT; TH N 38°36'10" E 13.06 FT & N 38°35'10" E 52.20 FT; TH N 88°35' E 42.93 FT, M/L, TO CENTER OF NORTH COTTONWOOD CREEK; TH S 40°30' W 1047.5 FT, M/L, ALG SD CREEK TO A PT DUE E OF POB; TH W 1008 FT, M/L, TO POB. LESS TO 1299-81.

CONT. 48.641 ACRES

AND

Davis County Parcel No. 08-076-0047

BEG ON THE E'LY R/W LINE OF THE D&RGW RR R/W AT A PT S 0°10' W 800.0 FT, M/L, ALG THE SEC LINE & S 34°37' E 575.0 FT ALG SD R/W FR THE W 1/4 COR OF SEC 24-T3N-R1W, SLM; & RUN TH E 1008.0 FT, M/L, TO THE CENTER OF A CREEK; TH SW'LY ALG SD CREEK CENTER LINE TO THE E'LY LINE OF SD RR R/W; TH N 34°37' W ALG SD R/W TO THE POB. CONT.

7.93 ACRES

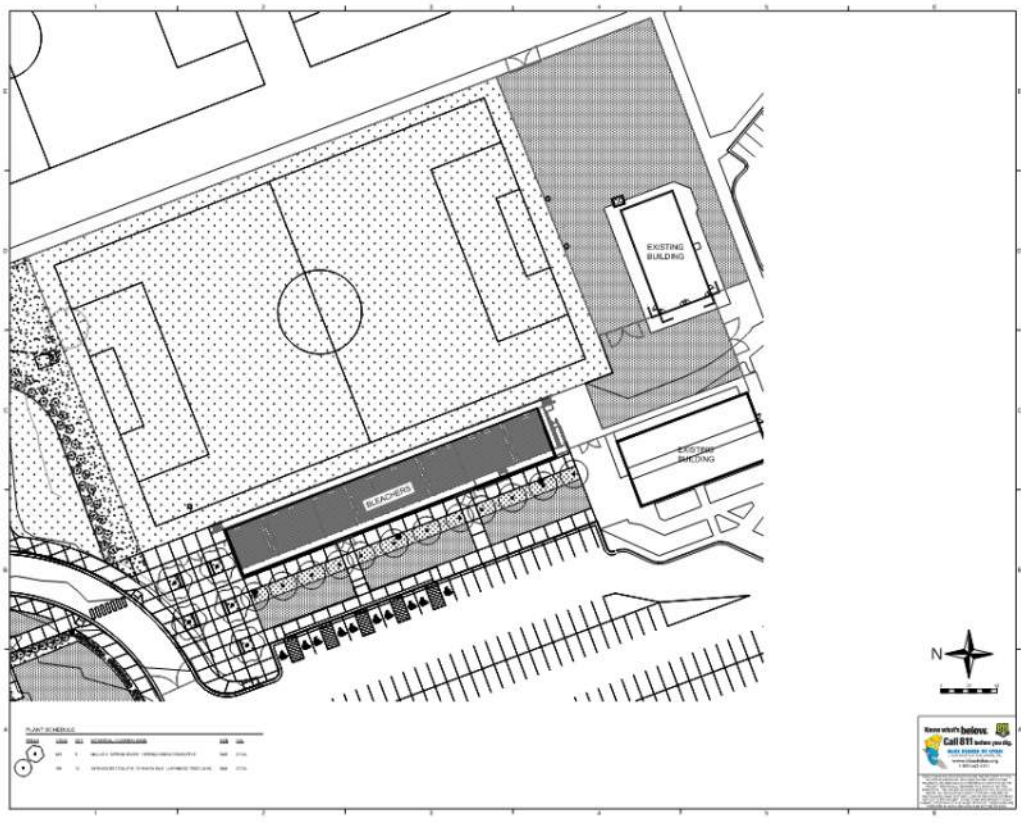
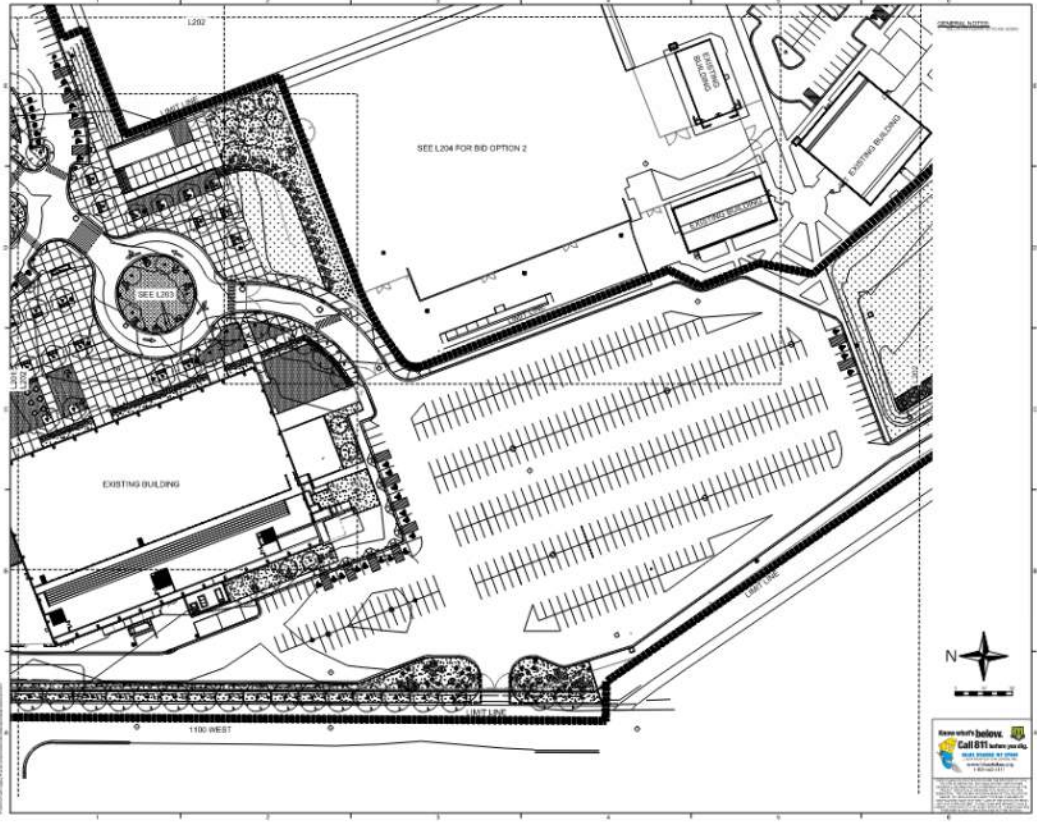
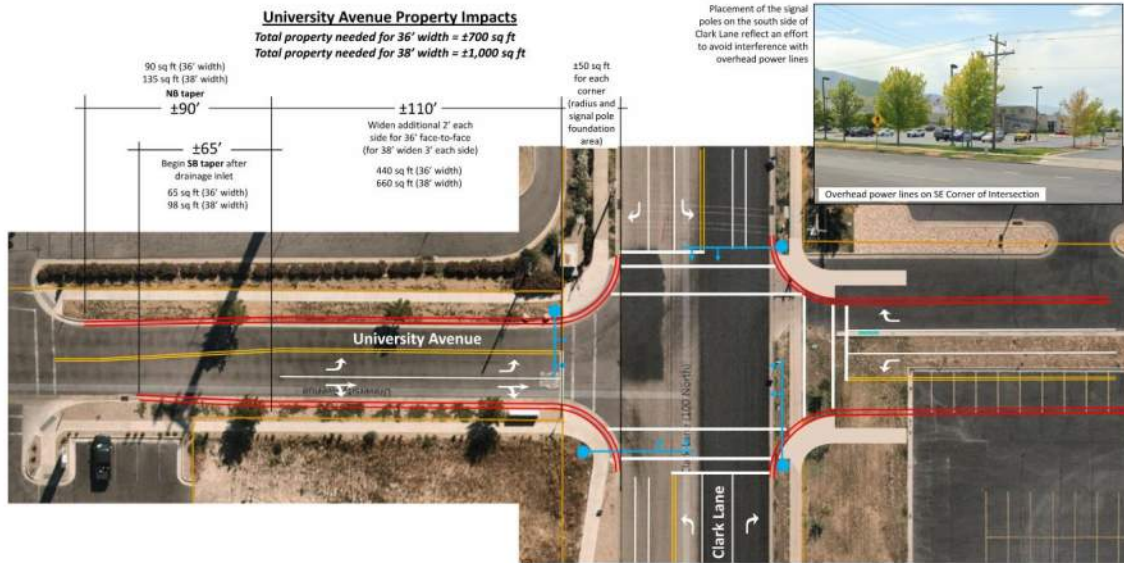




EXHIBIT "C"

TRAFFIC IMPROVEMENTS



Clark Lane/University Ave Traffic Signal and Intersection Improvements Concept



Legacy Events Center

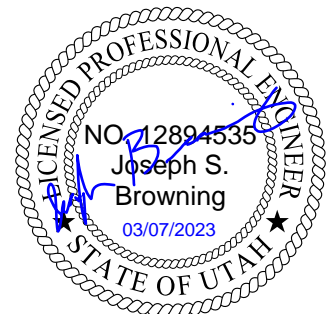
Traffic Impact Study



Farmington, Utah

March 7, 2023

UT22-2197



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Legacy Events Center development located in Farmington, Utah. The development is located on the southeast corner of the Clark Lane / 1100 West intersection.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2022) and future (2027) conditions with and without the proposed project and to recommend mitigation measures as needed. The evening peak hour level of service (LOS) results are shown in Table ES-1. An exhibit of the proposed mitigated roadway network is shown in Figure ES-1. A site plan of the project is provided in Appendix A.

Table ES-1: Evening Peak Hour Level of Service Results

Intersection	Level of Service					
	Existing (2022)		Future (2027)			
	BG	PP	BG	PP	PP Mit.	
1	1100 West / Park Lane	B	C	B	C	B
2	Clark Lane / 1100 West	A	A	A	A	A
3	Lot C Access / Clark Lane	d	f	e	f	A
4	RV Parking Access / Clark Lane	d	e	e	e	e
5	10 North / 1100 West	a	a	a	a	b
7	Lot B Access / 1100 West	a	a	a	a	a
8	Rio Grand Avenue / 1100 West	a	a	a	a	a
9	North Lot A Access / 1100 West	a	-	a	-	-
10	South Lot A Access / 1100 West	a	a	a	a	a
11	Clark Lane / Park Lane	-	-	a	a	a

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)

2. BG = Background (without project traffic), PP = Plus Project (with project traffic)

Source: Hales Engineering, March 2023

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

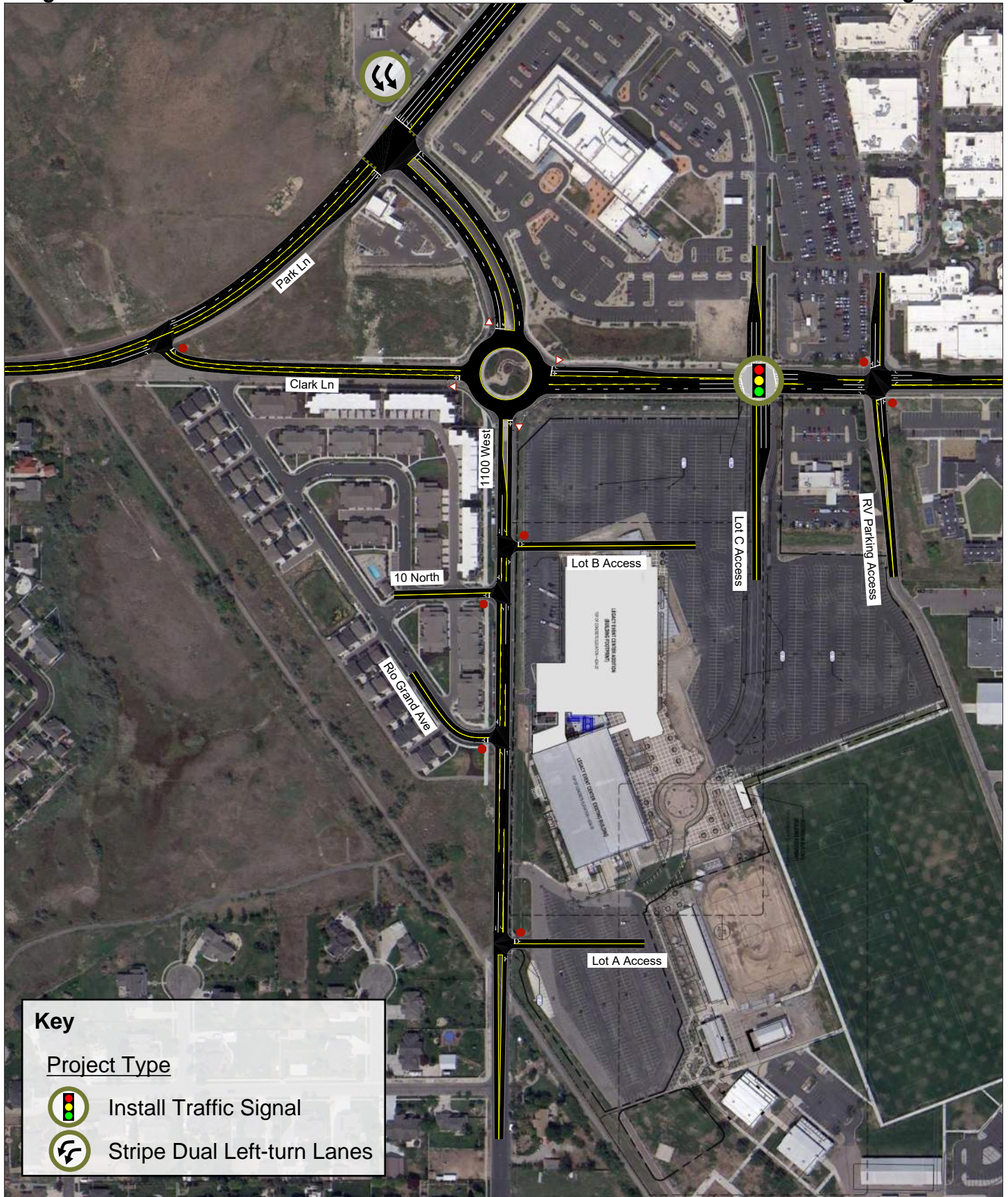
Project Conditions

- The Legacy Events Center will increase its building size and gain two new sports fields which will replace some uses on site
- The Legacy Events Center after the new additions is anticipated to generate approximately 897 weekday evening peak hour trips, including 502 new trips, and 910 Saturday evening peak hour trips, including 509 new trips
- It is recommended that a two-way left-turn lane (TWLTL) be striped along 1100 West from Clark Lane to the trail with the addition of the project

2022	Background	Plus Project
Assumptions	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Legacy Events Center trips will increase by approximately 127%, based on the increased building floor area and sports fields. This traffic is anticipated to represent a busy day of events at the Legacy Events Center, but not a potential peak event such as potential high school graduation ceremonies.
Findings	<ul style="list-style-type: none"> • Acceptable LOS 	<ul style="list-style-type: none"> • Poor LOS at the Lot C Access / Clark Ln and RV Parking Access / Clark Ln intersections
Mitigations	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Lot C Access / Clark Ln: Consider widening the SB approach to accommodate separate LT lane
2022	Background	Plus Project
Assumptions	<ul style="list-style-type: none"> • A median was assumed along 1000 West between Park Ln and Clark Ln • The Clark Ln connection to Park Ln was also assumed 	<ul style="list-style-type: none"> • None
Findings	<ul style="list-style-type: none"> • Poor LOS at the Lot C Access / Clark Ln and RV Parking Access / Clark Ln intersections (SB on both) 	<ul style="list-style-type: none"> • Poor LOS at the Lot C Access / Clark Ln and RV Parking Access / Clark Ln intersections • Excessive queueing at the 1100 West / Park Ln intersection
Mitigations	<ul style="list-style-type: none"> • Lot C Access / Clark Ln: Consider widening the SB approach to accommodate separate LT lane 	<ul style="list-style-type: none"> • Lot C Access / Clark Ln: Install traffic signal • 1100 West / Park Ln: Stripe SWB dual LT lanes

Farmington - Legacy Events Center TIS
Mitigated Model

Figure ES-1



TECHNICAL MEMORANDUM

Date: March 8, 2023

To: Lyle Gibson
Chad Boshell, PE

From: Tim Taylor, PE, PTOE

Subject: 3/7/23 Legacy Event Center Expansion Traffic Impact Study Review

WCG has reviewed the updated Legacy Event Center Expansion Traffic Impact Study (TIS) dated March 7, 2023.

We agree with the study's assumptions, methodologies, and overall assessment of the expanded event center's impact on the surrounding roadway network.

Based on the study, we feel confident that the traffic impact from the proposed Event Center's expansion can be mitigated with implementation of the study's recommended road and intersection improvements, which include:

- Realignment and reconfiguration of the Center's main access (South side of Clark Ln/University Ave intersection)
- Signalization and associated intersection improvements at Clark Lane/University Ave
- Restriping of 1100 West to include a center two-way left-turn lane between Clark Lane and the D&RG Rail Trail
- Implementation of the City's future project that will add dual left-turn lanes on Park Lane to travel south onto 1100 West
- Other Event Center site access improvements

With these improvements along with those associated with both the North Station Area developments and the overall Farmington Station Area Plan, key intersections and roadways will all function at acceptable levels during typical peak morning and evening traffic periods.

It is important to note that the Event Center traffic conditions studied represent a busy day of events along with other non-event center related peak hour traffic. However, it does not represent a peak event period such as multiple high school graduation ceremonies. Designing for these types of peak event periods would result in oversized roads and intersections. If problematic, traffic associated with these infrequent special events would be best managed through a specific event traffic management plan.



Planning Commission Staff Report March 23, 2023

Item 5: Zone Text Amendments: Accessory Dwelling Units (11-10-020; 11-11-020 - 030; 11-13-020 - 030; 11-17-020 – 030; 11-28-200)

Public Hearing: Yes
Application No.: ZT-7-23
Applicant: Farmington City

Request: *City staff are proposing text amendments to the above referenced sections related to Accessory Dwelling Units.*

Background Information

In 2021, the Utah State Legislature passed 17-27a-526 requiring that Internal Accessory Dwelling Units (IADUs) be permitted in most residential zones of a municipality. Prior to this, IADUs were conditional uses requiring the approval of the Planning Commission prior to building permit issuance. In essence, conditional uses are permitted uses which the Planning Commission may impose certain conditions upon prior to approval. The State does not require conditional uses to undergo a public hearing. Farmington City's ordinance does require a public hearing currently. Mitigating conditions can include requirements regarding the manner in which the use is operated, but do not allow denial based on evidence heard in the public hearing. Since conditional uses are administrative actions, the level of discretion is limited to only what is explicitly stated in the ordinance (11-8 of Farmington's ordinances). Therefore, if the use meets all applicable requirements of the code, the Commission must approve the use.

At the time, no changes were made to the law concerning detached ADUs, which have remained conditional uses. In Supplemental Information #1, Staff has put together a table showing all conditional use permits related to IADUs or ADUs since 2019. Three of 16 ADUs reviewed in the past 4 years had additional conditions listed by the Planning Commission. The remainder were approved with only what was required by the ordinance at the time of approval. In Supplemental Information #1 is the list of requirements for all IADUs and ADUs.

Staff is recommending that ADUs be permitted in all zones in which they were previously conditional. Instead of the Planning Commission reviewing all ADUs, Staff would act as the approval body on building permits containing ADUs. Additionally, this recommendation does not introduce ADUs as permitted or conditional uses to any zones they were not previously included

already. The recommendation specifies that ADUs and IADUs will continue to be required to meet the criteria in 11-28-200.

Suggested Motion

Move that the Planning Commission recommend the City Council approve the zone text amendments as listed in Supplemental Information #2. Subject to all applicable Farmington City development standards and ordinances, and any changes as noted by the Commission.

Findings:

1. The amendments support Farmington City's Moderate Income Housing Plan, by simplifying the permitting process for property owners who wish to build an ADU.
2. By allowing Staff to review and approved ADUs, valuable time on Planning Commission agendas is created.
3. The changes included in this zone text amendment remove public confusion surrounding ADUs and public hearings.

Supplemental Information

1. Table of ADUs 2019-Present
2. Recommended zone text changes

Year	Project #	PC Date	Notes (conditions outside of 11-28-200)
2019	C-12-19	8.22.19	IADU
	C-3-19	3.7.19	No rent may be charged. Single family dwelling with ADU may only be occupied by one family (both former ordinance requirements)
	C-9-19	8.22.19	All conditions satisfied by ordinance at time
	C-18-19	10.24.19	All conditions satisfied by ordinance at time
	C-20-19	1.09.20	IADU
2020	C-11-20	12.10.20	IADU
	C-14-20	01.21.21	IADU
	C-12-20	1.7.21	IADU
2021	M-2-21	3.18.21	The size of the accessory living quarters cannot be changed. If the ownership of property changes from the Gardners, a new CUP must be applied for and approved by the PC as accessory living quarters. Before occupancy of the living quarters, the lane needs to be developed with a curb cut and gravel to keep dust down.
	C-4-21	4.22.21	All conditions satisfied by ordinance at time
	C-5-21	6.3.21	Sewer District approve any proposed laterals, or other improvements, prior to building permit. A qualified engineer must stamp and approve the AQUA Engineering Technical Memo
	C-7-21	8.5.21	All conditions satisfied by ordinance at time
2022	C-11-22	9.8.22	Applicant must provide information from a structural engineer acceptable to the Building Department, which demonstrates that the second story or upper floor of the accessory building can accommodate a dwelling unit, and if not, the owner must take the steps necessary to ensure otherwise.
	C-12-22	9.22.22	All conditions satisfied by ordinance at time
	C-16-22	10.20.22	All conditions satisfied by ordinance at time
	C-20-22	12.8.22	Applicant must follow building code. Applicant must follow 11-28-200
Conditions Required in 11-28-20:			
Location - only with single-family dwelling and shall be subordinate in height and area to main dwelling			
Number - a maximum of one accessory dwelling per single family home			
Parking - at least one off street parking stall shall be provided for the accessory dwelling unit, in addition to the parking requirements for the primary single-family dwelling			

Design and Character - ADU or IADU shall be clearly incidental to the single-family dwelling, there should be no significant alteration to the exterior of the single-family dwelling to accommodate the ADU or IADU
Size - An ADU or IADU shall be equal to or subordinate in floor area to, or the remaining floor area, occupied by the single-family dwelling
Lot Size - The creation of ADU or IADU is prohibited on lots containing less than 6000 sf
Construction codes - ADU or IADU shall comply with all Construction, Housing, and Building Codes in effect at the time of construction
Occupants - ADU or IADU shall be occupied exclusively by one family
Ownership - Either the single family dwelling or accessory dwelling shall be owner-occupied
Absentee owner - Temporary absentee property ownership may be allowed due to unforeseen circumstances, such as military assignments, employment commitments, family obligations, and quasi-public service. Maximum time period shall not exceed 4 years

11-10-020: SCHEDULE OF USES:

The following table identifies permitted uses by the letter "P" and conditional uses by the letter "C". The letter "X" indicates that the use is not allowed. Uses not listed shall not be allowed, except as provided in subsection [11-4-050F](#) of this title:

Use	Agricultural Zones		
	AA	A	AE
Use	Agricultural Zones		
	AA	A	AE
Accessory dwelling unit	<u>PC</u>	<u>PC</u>	<u>PC</u>

11-11-020: PERMITTED USES:

The following are permitted uses in all single-family residential zones. No other permitted uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

Accessory dwelling unit

Agriculture.

Class A animals.

Class B animals (except in the R Zone).

Home occupations complying with the home occupation chapter of this title, except as specified in section [11-11-030](#) of this chapter.

Internal accessory dwelling unit.

Residential facilities for the disabled.

Signs complying with title 15 of this Code.

Single-family residential dwellings.

Uses customarily accessory to a listed permitted use. (Ord. 2017-13, 5-16-2017; amd. Ord. 2021-25, 9-21-2021)

11-11-030: CONDITIONAL USES:

The following are conditional uses in all single-family residential zones. No other conditional uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

Accessory dwelling unit.

Home occupations as identified in section [11-35-040](#) of this title.

Private school or hospital.

Public uses.

Public utility installations (except lines and rights-of-way).

Quasi-public uses.

Residential facilities for the elderly. (Ord. 2017-13, 5-16-2017; amd. Ord. 2020-07, 5-5-2020; Ord. 2021-25, 9-21-2021)

11-13-020: PERMITTED USES:

The following are permitted uses in multiple-family residential zones. No other permitted uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

Accessory dwelling units (only in the R-2 Zone)

Agriculture.

Class A animals.

Home occupations complying with the home occupation chapter of this title, except as specified in section [11-13-030](#) of this chapter.

Internal accessory dwelling units (only in the R-2 Zone).

Residential facilities for the disabled.

Signs complying with title 15 of this Code.

Single-family dwellings.

Two-family dwellings.

Uses customarily accessory to a listed permitted use. (Ord. 2018-18, 5-15-2018; amd. Ord. 2020-07, 5-5-2020; Ord. 2021-25, 9-21-2021)

11-13-030: CONDITIONAL USES:

The following are conditional uses in multiple-family residential zones. No other conditional uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

Accessory dwelling units (only in the R-2 Zone).

Apartment dwelling group.

Class B animals.

Class D animals.

Daycare center.

Dwellings, five- to eight-family in R-8 Zone only (may exceed density standard established by section [11-13-040](#) of this chapter as approved by the Planning Commission up to a maximum density of 15 dwelling units per acre).

Dwellings, four-family (R-4 and R-8 Zones only).

Dwellings, three-family (R-4 and R-8 Zones only).
Greenhouses, private with no retail sales.
Home occupations, as identified in section [11-35-040](#) of this title.
Private school or hospital.
Professional offices (except in R-2 Zones).
Public uses.
Public utility installations (except lines and rights-of-way).
Quasi-public uses.
Residential facilities for the elderly.
Temporary uses. (Ord. 2018-18, 5-15-2018; amd. Ord. 2021-25, 9-21-2021)

11-17-020: PERMITTED USES:

The following are permitted uses in the OTR Zone. No other permitted uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

~~Accessory dwelling unit.~~

Agriculture.
Class A animals.
Class B animals (as provided herein).
Home occupations complying with the provisions of section [11-35-030](#) of this title.
Internal accessory dwelling unit.
Residential facility for the disabled.
Single-family dwellings. (Ord. 2017-13, 5-16-2017; amd. Ord. 2021-25, 9-21-2021)

11-17-030: CONDITIONAL USES:

The following are conditional uses in the OTR Zone. No other conditional uses are allowed, except as provided by subsection [11-4-050F](#) of this title:

~~Accessory dwelling unit.~~

Class D animals.
Daycare center.
Greenhouses, private with no retail sales.
Home occupations requiring a conditional use permit under section [11-35-040](#) of this title.

Private school.

Public uses (as provided herein).

Public utility installations, except lines and rights-of-way (as provided herein).

Quasi-public uses (as provided herein).

Residential facilities for the elderly. (Ord. 2017-13, 5-16-2017; amd. Ord. 2021-25, 9-21-2021)

11-28-200: ACCESSORY DWELLING UNITS AND INTERNAL ACCESSORY DWELLING UNITS:

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

A. Purpose: The purposes of this section and any rules, regulations, standards and specifications adopted pursuant hereto are:

1. Minimal Impacts: To accommodate such housing in residential neighborhoods with minimal impacts on the neighborhood in terms of traffic, noise, parking, congestion and compatible scale and appearance of residential buildings.

2. Decline In Quality: To prevent the proliferation of rental dwellings, absentee ownership, property disinvestment, Building Code violations and associated decline in quality of residential neighborhoods.

3. Terms And Conditions: To set forth standardized terms and conditions for ADUs and IADUs and procedures for review and approval of the same.

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

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

D. Standards: The following standards and conditions shall apply to all ADUs and IADUs, in addition to any terms and conditions of approval as imposed by the Planning Department or the Planning Commission during the permitted use or conditional use permit process:

1. Location: An ADU or an IADU shall only be allowed as part of, or in conjunction with, a single-family dwelling, and ADUs shall be subordinate in height and area to such single-family dwelling.

2. Number: A maximum of one accessory dwelling, either an ADU or an IADU shall be allowed per single-family home, not one of each. ADUs and/or IADUs shall contain no more than one dwelling unit.

3. Parking: At least one off street parking stall shall be provided for the ADU or IADU. Such parking stall be in addition to all off street parking requirements for the primary single-family dwelling on the lot and shall conform with the City parking standards specified in this title.

4. Design And Character: The ADU or IADU shall be clearly incidental to the single-family dwelling, there should be no significant alteration to the exterior of the single-family dwelling to accommodate the ADU or IADU and such ADU or IADU shall not adversely affect the residential character of the surrounding neighborhood. An ADU or IADU shall be designed in such a way that neighbors or passersby would not, under normal circumstances, be aware of its existence.

5. Size: An ADU or IADU shall be equal to or subordinate in floor area to, or the remaining floor area, occupied by the single-family dwelling.

6. Lot Size: The creation of an ADU or IADU is prohibited if the lot containing the primary dwelling is six thousand (6,000) square feet or less in size.

7. Construction Codes: The ADU or IADU shall comply with all Construction, Housing and Building Codes in effect at the time the secondary dwelling is constructed and shall comply with all procedures and requirements of the City building regulations.

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

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

10. Absentee Owner: Temporary absentee property ownership may be allowed due to unforeseen circumstances, such as military assignments, employment commitments, family obligations and quasi-public service. Notwithstanding the foregoing, the maximum time period allowed for absentee property ownership shall not exceed four (4) years. In the event such absentee property ownership occurs, the property owner may rent both the accessory dwelling (ADU or IADU) and the primary dwelling.

[11. Site Development: Construction and Design of an ADU or IADU shall meet all applicable provisions of Chapter 7 of this title.](#)

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

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

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

~~[E. Site Development: Upon approval of a permitted use, or a conditional use permit for an accessory dwelling \(ADU or IADU\), an application for site development shall be submitted in accordance with the provisions of chapter 7 of this title. \(Ord. 2018-18, 5-15-2018; amd. Ord. 2020-07, 5-5-2020; Ord. 2021-25, 9-21-2021\)](#)~~



Planning Commission Staff Report March 23, 2023

Item 4: Zone Text Amendment – Structured Parking Standards and Electric Vehicle Infrastructure Requirements.

Public Hearing: Yes

Request: *City-initiated ordinance amending section 11-32-070: PARKING DEVELOPMENT, STANDARDS AND MAINTENANCE.*

Background Information

Currently the city has very little structured parking. In consultation with peer cities that have considerable experience with more intense development Planning Staff has been advised to have regulations in place which more specifically address how parking structures should be designed and built. The proposed ordinance includes elements found to be important by other municipalities which ensure a high functioning parking structure with improved aesthetics.

In recent years electric automobiles have become more commonplace and will continually increase in their presence in our community. The attached ordinance includes language that would require new development to include charging stations to support electric vehicles.

Suggested Motion

Staff is recommending that the Planning Commission

Proposed Findings:

1. Parking structure standards will ensure that structures are built to function adequately for users preventing parking shortages which may negatively impact projects long term viability and neighboring uses.
2. Reasonable design standards will foster the vision of the community and aid in the creating of site which are adaptable, inviting to users, and visually enhance the community.
3. Requiring charging stations to support electric vehicles at the time of development based on current trends in consumer purchasing and production of electric vehicles will better ensure the availability of supporting infrastructure in a more cost-effective manner.

Attachments: Proposed Ordinance

11-32-070: PARKING DEVELOPMENT, STANDARDS AND MAINTENANCE:

- A. **Size:** Each off-street parking space shall be not less than nine feet by eighteen feet (9'x18') except as otherwise provided.

- B. **Accessible Parking:** All public parking areas shall provide spaces complying with standards for quantity and design established in the federal Americans with disabilities act.

- C. **Surfacing:** All public parking areas, private residential parking areas for five (5) or more vehicles, and private industrial parking areas with three (3) or more parking spaces (including driveways and loading spaces) shall be paved with asphalt or concrete, shall have appropriate bumper guards so that cars do not project across sidewalks or property lines, and shall be marked so as to provide the orderly arrangement and movement of vehicles.

- D. **Grading:** All parking areas shall be graded for proper drainage as approved by the city engineer.

- E. **Curb And Gutter:** All parking areas as described in subsection C of this section shall be finished around the perimeter with concrete curb and gutter.

- F. **No Backing Onto Public Streets:** All parking areas described in subsection C of this section shall be designed so that vehicles would not be required to back out into a public street.

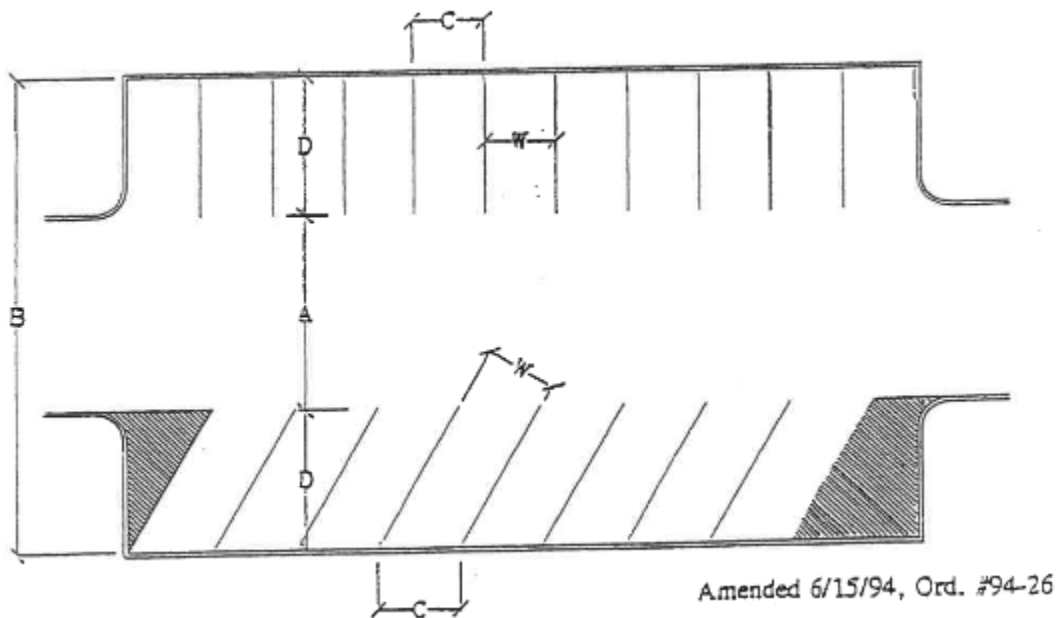
- G. **Screening And Landscaping:** All public and private parking areas, except single-family and two-family dwellings, shall be effectively screened by solid fencing or landscaping. The screening and landscaping plan shall be approved by the planning commission in a site plan review.

- H. **Lighting:** Lighting used to illuminate any off-street parking area shall be designed to direct light away from adjoining property in residential districts.

- I. **Design Of Parking Area:** Dimensions of all parking lots shall be in compliance with the minimum standards illustrated by the following table and diagram:

MINIMUM DIMENSIONS IN PARKING LOT DESIGN

	W Stall Width	C Curb Length	D Stall Depth	A Aisle Width	B Bay Width
90° parking	9 feet	9 feet	18 feet	24 feet	60 feet
60° parking	9 feet	10.4 feet	16 feet	23 feet	55 feet
45° parking	9 feet	12.7 feet	13 feet	22 feet	48 feet



J. Parking Structure Design Standards.

Sites shall be designed to transition easily from surface to structured parking to accommodate future infill development.

1. Required Structured Parking.

a) Office and retail uses with more than 250 proposed parking stalls which are over parked at a rate of one and a half times or greater than the number of required stalls (not calculating for potential reductions) shall utilize structured or underground parking for a minimum of 50 percent of the proposed parking to prevent excessive areas of surface parking.

2. Location of Structured Parking. Structured parking shall be located such that they are screened or have minimal visibility from streets other than freeways. Developments without parking structures should be designed to transition from surface to structure parking to accommodate future infill development.

3. Parking Structure Design.

a) Parking structures shall be designed with similar components and materials as the principal onsite building. Exterior materials shall consist of concrete, masonry, rock, glass, or other materials approved by the Planning Commission.

b) It is highly encouraged to utilize horizontal beam construction that avoids placing support columns or walls adjacent to parking stalls and aisles. Parking Stall Size Reductions.

(1) Low Parking Turnover Uses.

Uses with a low turnover parking rate including office, residential, schools, and other uses as approved by the Planning Commission may be allowed to have as many as 10% of the required stalls provided with reduced parking stall dimensions as defined in this section. Parking stall dimensions may be reduced to eight and a half feet in width and in the case a stall has two feet of overhang space, a stall may be reduced to 16 feet in length. Stalls adjacent to a support column or wall shall be a minimum of 11 feet in width.

(2) High Parking Turnover Uses.

Uses with a high turnover parking rate including retail, restaurants, movie theaters, and medical and dental offices shall maintain standard dimensions of nine feet by 18 feet unless otherwise approved by the City Engineer.

c) In cases where a site is sloped, parking structures shall take advantage of the topography by retaining the slope with the structure. Where possible the structure shall not be visible from the public street.

d) Exterior facades of a parking structure shall provide a variation of materials, wall projections, or change in architecture every 100 feet.

e) Parking structures shall be designed to allow natural light and public visibility to improve safety.

f) Parking structure stairways shall be covered. It is encouraged to enclose the stairway with architectural elements that relate to the principal building.

g) Screening.

(1) Transformers, ventilation shafts, elevator equipment, and other equipment shall be screened from public view by landscaping, screen walls, or other features incorporated into the design of the structure.

h) Landscaping.

(1) Parking structures shall be landscaped around the base with trees and shrubs. Landscaping shall be provided either on the top level of the structure with the use of planter beds or potted plants, or with the use of green walls or trellised plants.

K. Electric Vehicle Charging Stations (EV Charging Stations) or Electric Vehicle Supply Equipment (EVSE)

1. Definitions:

Different types of EVSE provide different speeds of charging.

a) Level 1 charging stations use a 120 volt (V), alternating-current (AC) plug and require a dedicated circuit, offering about 5 miles of range for every hour of charging.

b) Level 2 charging stations charge through a 240V, AC plug and require home charging or public charging equipment to be installed. Level 2 stations provide 10 to 20 miles of range for every hour of charging. Level 2 chargers are the most common and charge at approximately the same rate as a home system.

c) Level 3 charging stations are also known as DC fast chargers. Level 3 uses a 480V, direct-current (DC) plug. They bypass the onboard charger and provide DC electricity to the battery via a special charging port. DC Fast Chargers provide up to 40 miles of range for every 10 minutes of charging but are not compatible with all vehicles. Additionally, some propriety charging stations, such as the Tesla Supercharger, are designed for significantly higher-speed charging.

2. Applicability

a) EVSE shall be provided in all multi-family, office, and retail developments according to the following rations as minimum:

(1) Multi-Family: 1 - Level 2 or 3 Charging Station for every 20 parking stalls.

(2) Office: 1 - Level 2 or 3 Charging Station for every 25 parking stalls.

(3) Retail: 1 - Level 2 or 3 Charging Station for every 40 parking stalls.

b) In addition to the required EVSE per development type, conduit shall be provided to 20% of provided off-street parking stalls to facilitate ease of installation for future EVSE. Signs, stakes, or easily identified markers shall be located at conduit for future locating purposes.